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

CONRAD MARTINEZ, individually, and on behalf of other members of the general public similarly situated and on behalf of other aggrieved employees pursuant to the California Private Attorneys General Act; CHARLENE RUEDAS, individually, and on behalf of other members of the general public similarly situated; WILLIAM YOUAKUM, individually, and on behalf of other members of the general public similar situated;

Plaintiffs,

vs.

SOLID SOLUTIONS 24/7, INC., a California corporation; and DOES 1 through 100, inclusive,

Defendants.

Case No.: 34-2020-002286636-CU-OE GDS

Honorable Laurie A. Damrell  
Department 22

**CLASS ACTION**

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

[Declaration of Proposed Class Counsel (Selena Matavosian); Declarations of Proposed Class Representatives (Conrad Martinez, Charlene Ruedas, and William Youakum); and [Proposed] Order filed concurrently herewith]

Date: June 7, 2024  
Time: 9:00 a.m.  
Department: 22

Complaint Filed: October 6, 2020  
FAC Filed: April 6, 2023  
SAC Filed: April 3, 2024  
Trial Date: None Set

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

**PLEASE TAKE NOTICE** that on March 22, 2024 at 9:00 a.m. or as soon thereafter as the matter may be heard before the Honorable Laurie A. Damrell in Department 22 of the Superior Court of California for the County of Sacramento, located at 720 9th Street, Sacramento, California 95814, Plaintiffs Conrad Martinez, Charlene Ruedas, and William Youakum (collectively, “Plaintiffs” or “Class Representatives”) will, and hereby do, move for an order:

- Granting preliminary approval of the proposed class action settlement described herein and as set forth in the Joint Stipulation of Class Action and PAGA Settlement (“Settlement,” “Agreement,” or “Settlement Agreement”), attached as “**EXHIBIT 1**” to the Declaration of Selena Matavosian, including, but not limited to, the means of allocation and distribution of funds, including and not limited to, the allocations for penalties under the California Labor Code Private Attorneys General Act of 2004, Attorneys’ Fees and Costs to Class Counsel, Class Representative Enhancements Payments to Plaintiffs, and Settlement Administration Costs to the Settlement Administrator;
- Conditionally certifying the Class for settlement purposes;
- Preliminarily appointing Plaintiffs Conrad Martinez, Charlene Ruedas, and William Youakum as Class Representatives;
- Preliminarily appointing Edwin Aiwazian, Arby Aiwazian, Joanna Ghosh, Yasmin Hosseini, and Selena Matavosian of Lawyers *for* Justice, PC as Class Counsel;
- Approving the proposed Notice of Class Action Settlement (“Class Notice”), attached as “**EXHIBIT 1**” to the [Proposed] Order Granting Preliminary Approval of Class Action Settlement;
- Directing the mailing of the Class Notice to the Class Members;
- Approving the proposed deadlines for the notice and settlement administration process;

- Approving Phoenix Class Action Administration Solutions as the Settlement Administrator; and
- Scheduling a hearing to consider whether to grant final approval of the Settlement, at which time the Court will also consider whether to grant final approval of the requests for the Attorneys' Fees and Costs to Class Counsel, Class Representative Enhancements Payments to Plaintiffs, and Settlement Administration Costs to the Settlement Administrator.

This Motion is made pursuant to Rule 3.769, Rule 3.764, and Rule 3.1113(e) of the California Rules of Court, which require approval by the Court of a class action settlement and permit the Court to extend the page limit for memoranda.

This motion is based upon the following memorandum of points and authorities, the Settlement Agreement, the Declarations of Proposed Class Counsel (Selena Matavosian) and Proposed Class Representatives (Conrad Martinez, Charlene Ruedas, and William Youakum) in support thereof, the pleadings and other records on file with the Court in this matter, and such evidence and oral argument as may be presented at the hearing on this motion.

Dated: May 15, 2024

**LAWYERS for JUSTICE, PC**

By:



Selena Matavosian  
*Attorneys for Plaintiffs*

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**MEMORANDUM OF POINTS AND AUTHORITIES**

**I. SUMMARY OF MOTION**

Plaintiffs Conrad Martinez, Charlene Ruedas, and William Youakum (collectively, “Plaintiffs” or “Class Representatives”) seek preliminary approval of the Joint Stipulation of Class Action and PAGA Settlement (“Settlement,” “Agreement,” or “Settlement Agreement”) entered into by and between Plaintiffs, individually and on behalf of all others similarly situated and other aggrieved employees, on the one hand, and Defendant Solid Solutions 24/7, Inc. (“Defendant”), on the other hand. Subject to approval by the Court, Plaintiffs and Defendant (collectively, the “Parties”) have agreed to settle this lawsuit for a Maximum Settlement Amount of Four Hundred Thirty-Five Thousand Dollars and Zero Cents (\$435,000.00).<sup>1</sup> The Maximum Settlement Amount includes the following: (1) Individual Settlement Payments to Settlement Class Members which will be distributed from the Net Settlement Amount<sup>2</sup>; (2) Class Representative Enhancement Payments of Ten Thousand Dollars and Zero Cents (\$10,000.00) each to Plaintiffs, for a total of \$30,000.00<sup>3</sup>; (3) the Class Counsel Attorneys’ Fees and Costs, consisting of attorneys’ fees in the amount of thirty-five percent (35%) of the Maximum Settlement Amount, or \$152,250.00, if the Maximum Settlement Amount remains \$435,000.00, and reimbursement of litigation costs and expenses not to exceed Fifteen Thousand Dollars and Zero Cents (\$15,000.00)<sup>4</sup>; (4) the Settlement Administration Costs to the Settlement Administrator in the amount not to exceed Ten Thousand Dollars and Zero Cents (\$10,000);<sup>5</sup> and (5) the amount of Fifty Thousand Dollars and Zero Cents (\$50,000.00) allocated to penalties under the Private Attorneys General Act (“PAGA”), of which 75% (i.e., \$37,500.00) will be distributed to the Labor and Workforce Development Agency (“LWDA”) (“LWDA Payment”)

<sup>1</sup> Settlement Agreement, attached as “EXHIBIT 1” to Declaration of Selena Matavosian (“Matavosian Decl.”), ¶ 30. Defendant represents that there were 12,677 Workweeks during the period from October 6, 2016 to July 7, 2022 (“relevant time period”). Should the Workweeks during the time period of October 6, 2016 to November 30, 2023 exceed 14,632 by more than ten percent (i.e., exceed 16,095 Workweeks) (“Workweeks Threshold”), Defendant shall increase the Maximum Settlement Amount on a *pro rata* basis equal to the percentage increase above the Workweeks Threshold (e.g., if the number of Workweeks increases by eleven percent (11%) to 16,242 Workweeks, the Maximum Settlement Amount will increase by one percent (1%)). *See id.*, ¶ 61.

<sup>2</sup> *Id.*, ¶ 27.

<sup>3</sup> *Id.*, ¶ 18.

<sup>4</sup> *Id.*, ¶¶ 12 & 62.

<sup>5</sup> *Id.*, ¶ 50.

1 and 25% (i.e., \$12,500.00) will be distributed to all current and former hourly-paid or non-  
2 exempt employees of Defendant employed within the State of California at any time during the  
3 PAGA Period (“PAGA Members”) (“PAGA Member Amount”).<sup>6</sup>

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

6 All current and former hourly-paid or non-exempt employees of Defendant  
7 employed within the State of California at any time during the period from  
8 October 6, 2016, to November 30, 2023.<sup>7</sup>

9 Based on information provided by Defendant, as of April 17, 2023, the Class is estimated  
10 to consist of approximately two hundred seventy-five (275) individuals and, as of approximately  
11 July 2022, the PAGA Members are estimated to consist of approximately ninety-three (93)  
12 individuals.<sup>8</sup>

13 Class Members who do not submit a timely and valid Request for Exclusion from the  
14 Class Settlement (“Settlement Class Members”) will receive a *pro rata* share of the Net  
15 Settlement Amount (“Individual Settlement Share”) on a *pro rata* basis based on the number of  
16 weeks that each Class Member was employed by Defendant as an hourly, non-exempt employee  
17 in California at any time during the Class Period (“Workweeks”).<sup>9</sup>

18 The Settlement resolves the Released Class Claims of Plaintiffs and Settlement Class  
19 Members and the Released PAGA Claims of the State of California and PAGA Members,  
20 against the Released Parties.<sup>10</sup>

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

25 ///

26 <sup>6</sup> Settlement Agreement, ¶¶ 29, 34, 35 & 37. “PAGA Period” is defined as the period from April 3, 2022 to  
November 30, 2023. *See id.*, ¶ 38.

27 <sup>7</sup> *Id.*, ¶ 15, “Class Period” is defined as the period from October 6, 2016 to November 30, 2023. *See id.*, ¶ 17.

28 <sup>8</sup> Matavosian Decl., ¶ 9.

<sup>9</sup> Settlement Agreement, ¶¶ 28, 51 & 52.

<sup>10</sup> *Id.*, ¶ 39. *See id.* at ¶¶ 38, for the full scope of the “Released Class Claims,” *id.* at ¶ 37, for the full scope of the  
Released PAGA Claims, and *id.* at ¶ 39., for the definition of the “Released Parties.”

**II. PROCEDURAL HISTORY AND FACTUAL BACKGROUND**

Defendant is a repossession company that reports, tows and temporarily stores vehicles that violate parking regulations in the state of California. Plaintiff Conrad Martinez is a former employee who worked for Defendant from approximately October 2013 to approximately January 2018. Plaintiff Charlene Ruedas is a former employee who worked for Defendant from approximately June 2016 to approximately September 2020. Plaintiff William Youakum is a former employee who worked for Defendant from approximately October 2015 to approximately March 2018.

On October 6, 2020, Plaintiffs Conrad Martinez and Charlene Ruedas filed a Class Action Complaint for Damages (“Original Complaint”) against Defendants Solid Solutions 24/7, Inc. and Golden Gate Staffing, Inc. in the Sacramento County Superior Court (“Court”), thereby commencing the above-captioned lawsuit (“Action”).

On February 3, 2021, Defendant filed an Answer to the Original Complaint.

On April 24, 2021, Plaintiffs Conrad Martinez and Charlene Ruedas filed Request for Dismissal of claims against Defendant Golden Gate Staffing, Inc., and on August 31, 2021, the Court entered an Order granting dismissal of claims against Defendant Golden Gate Staffing, Inc.

On April 3, 2023, Plaintiff Conrad Martinez provided written notice by online submission to the LWDA and by certified mail to Defendant of the specific provisions of the California Labor Code that were alleged to be violated (“PAGA Notice”).

On April 5, 2023, Plaintiffs filed a First Amended Class Action Complaint for Damages (“First Amended Complaint”), thereby adding Plaintiff William Youakum as an additional named plaintiff.

On May 3, 2023, Defendant filed an Answer to Plaintiffs’ First Amended Complaint.

On April 3, 2024, Plaintiffs filed a Second Amended Class Action Complaint for Damages and Enforcement Under the Private Attorneys General Act, Cal. Labor Code § 2689 Et Seq. (“Second Amended Complaint”), thereby adding a cause of action under the Private Attorneys General Act (“PAGA”) on behalf of Plaintiff Conrad Martinez.

1 On April 17, 2024, Defendant filed an Answer to Plaintiffs' Second Amended  
2 Complaint.

3 Plaintiffs' core allegation is that Defendant has violated the California Labor Code by  
4 engaging in a uniform practice and procedure, with respect to Plaintiffs and the Class Members,  
5 of, *inter alia*, failing to pay all overtime and minimum wages, failing to provide compliant meal  
6 and rest periods and associated premium pay, failing to timely pay wages during employment  
7 and upon termination of employment, failing to provide compliant wage statements, failing to  
8 maintain requisite payroll records, and failing to reimburse necessary business expenses, and  
9 thereby engaged in unfair business practices in violation of California Business and Professions  
10 Code section 17200, *et seq.* and conduct that gives rise to penalties pursuant to PAGA. Plaintiffs  
11 contend that they, and the Class Members, are entitled to, *inter alia*, unpaid wages, penalties  
12 (including and not limited to, penalties pursuant to PAGA), and attorneys' fees.

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

17 On February 9, 2021, Plaintiff Conrad Martinez propounded multiple sets of discovery,  
18 including Requests for Production of Documents (Set One), Special Interrogatories (Sets One  
19 and Two), and Form Interrogatories – General (Set One), on Defendant and noticed the  
20 depositions of Defendant's person most knowledgeable.

21 The Parties actively litigated the Action since it was commenced on October 6, 2020.  
22 On July 7, 2022, the Parties participated in a formal, full-day mediation conducted by Jill R.  
23 Sperber, Esq. (the "Mediator"), a well-regarded mediator experienced in mediating complex  
24 labor and employment matters. With the aid of the Mediator's evaluation, the Parties ultimately  
25 reached the Settlement described herein to resolve the Action in its entirety.

26 **III. SUMMARY OF THE SETTLEMENT TERMS**

27 Under the terms of the Settlement, Defendant will pay a Maximum Settlement Amount  
28 to resolve the Released Class Claims of Plaintiffs and the Settlement Class Members and the

Released PAGA Claims of Plaintiff Conrad Martinez, PAGA Members, and the State of California with respect to the Released Parties.<sup>11</sup> Subject to approval by the Court, the Net Settlement Amount will be calculated by deducting the following amounts from the Maximum Settlement Amount: (1) attorneys' fees in an amount not to exceed One Hundred Fifty Two Thousand Two Hundred Fifty Dollars and Zero Cents (i.e., up to 35% of the Maximum Settlement Amount), and reimbursement of costs and expenses in an amount not to exceed Fifteen Thousand Dollars and Zero Cents (\$15,000.00); (2) settlement administration costs, which are currently estimated not to exceed Ten Thousand Dollars and Zero Cents (\$10,000) to the Settlement Administrator ("Settlement Administration Costs"); (3) PAGA Payment of Fifty Thousand Dollars and Zero Cents (\$50,000), of which seventy-five percent (75%) (i.e., \$37,500.00 out of \$50,000.00) will be paid to the LWDA ("LWDA Payment") and twenty-five percent (25%) (i.e., \$12,500.00 out of \$50,000.00) will be distributed to PAGA Members on a *pro rata* basis ("PAGA Payment"); and (4) payments in the amount of up to Ten Thousand Dollars and Zero Cents (\$10,000.00) each to Plaintiffs Conrad Martinez, Charlene Ruedas, and William Youakum, for a total of \$30,000.00 ("Class Representative Enhancement Payment").<sup>12</sup> The Parties have agreed to retain Phoenix Class Action Administration Solutions ("Phoenix" or "Settlement Administrator") to handle the notice and settlement administration process.

The Settlement Administrator will calculate each Settlement Class Member's Individual Settlement Share as follows:

- a. After Preliminary Approval, the Settlement Administrator will divide the Net Settlement Amount by the Workweeks of all Class Members to yield the "Estimated Workweek Value," and multiply each Class Member's individual Workweeks by the Estimated Workweek Value to yield his or her estimated Individual Settlement Share that he or she may be eligible to receive under the Settlement.<sup>13</sup>
- b. After Final Approval of the Settlement, the Settlement Administrator will divide the final Net Settlement Amount by the Workweeks of all Settlement Class Members to yield the "Final Workweek Value," and multiply each Settlement Class Member's individual Workweeks by the Final Workweek Value to yield his or her Individual Settlement Share.<sup>14</sup>

<sup>11</sup> Settlement Agreement, ¶¶ 88 & 89.

<sup>12</sup> *Id.*, ¶¶ 12, 18, 37, 50, 62, 63, 64, 65.

<sup>13</sup> *Id.*, ¶ 67.a.

<sup>14</sup> *Id.*, ¶ 67.b.

Individual PAGA Payments shall be calculated and apportioned from the 25% of the PAGA Payment payable to PAGA Members, based on the PAGA Members' Workweeks during the PAGA Period, as follows: the Settlement Administrator will divide 25% of the PAGA Payment (i.e., the PAGA Member Amount) by the total Workweeks of all PAGA Members during the PAGA Period to yield the "PAGA Workweek Value," and multiply each PAGA Member's individual Workweeks during the PAGA Period by the PAGA Workweek Value to yield his or her Individual PAGA Payment.<sup>15</sup>

Each Settlement Class Member's Individual Settlement Payment will be allocated as follows: twenty percent (20%) as wages, which will be reported on an IRS Form W-2; and eighty percent (80%) as interest and penalties, which will be reported on an IRS Form 1099.<sup>16</sup> Each Individual PAGA Payment will be allocated as 100% penalties, which will be reported by the Settlement Administrator on an IRS Form 1099 (if applicable).<sup>17</sup> The Settlement Administrator will withhold the employee's share of taxes and withholdings with respect to the wages portion of the Individual Settlement Shares, and issue checks to Settlement Class Members for their Individual Settlement Payments (i.e., payment of their Individual Settlement Share net of these taxes and withholdings).<sup>18</sup> The employer's share of taxes and contributions on the wages portion of Individual Settlement Shares will be paid separately and in addition to the Maximum Settlement Amount.<sup>19</sup>

Any Individual Settlement Payment or Individual PAGA Payment checks issued by the Settlement Administrator to Settlement Class Members and PAGA Members will be negotiable for at least one hundred and eighty (180) calendar days from the initial issuance of the check.<sup>20</sup> Thereafter, after the checks will be canceled and funds leftover in the Qualified Settlement Fund will be paid to Legal Aid Foundation of Los Angeles after the Court enters an order approving

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<sup>15</sup> Settlement Agreement, ¶ 68.

<sup>16</sup> *Id.*, ¶ 83.

<sup>17</sup> *Id.*, ¶ 68.

<sup>18</sup> *Id.*, ¶ 83.

<sup>19</sup> *Ibid.*

<sup>20</sup> *Id.*, 80.

the parties' stipulation to amend the judgment, which Parties shall prepare and file in accordance with California Code of Civil Procedure section 384.5, *et seq.*<sup>21</sup>

Any Class Member wishing to be excluded from the Class Settlement (i.e., opt out) must submit a written letter ("Request for Exclusion") to the Settlement Administrator, by mail, postmarked on or before the date that is sixty (60) calendar days after the Class Notice is initially mailed to Class Members by the Settlement Administrator ("Response Deadline").<sup>22</sup> The Request for Exclusion must: (a) be signed by the Class Member; (b) contain the name, address, telephone number, and the last four digits of the Social Security Number of the Class Member requesting exclusion from the Class Settlement; (c) clearly state the name of this case, the case number, and that the Class Member does not wish to be included in the Class Settlement; (d) be returned by mail to the Settlement Administrator; and (e) be postmarked on or before the Response Deadline.<sup>23</sup> A Class Member who does not request exclusion from the Class Settlement will be deemed a Settlement Class Member and will be bound by all terms of the Class Settlement, if the Settlement is granted Final Approval by the Court.<sup>24</sup> PAGA Members shall be bound to the PAGA Settlement irrespective of whether they exercise their option to opt out of the Class Settlement.<sup>25</sup> PAGA Members shall receive an Individual PAGA Payment regardless of whether they opt out of the Class Settlement.<sup>26</sup>

To object to the Class Settlement, Class Members who have not opted out of the Class Settlement (i.e., Settlement Class Members) must submit a written objection ("Notice of Objection" or "Objection") to the Settlement Administrator, by mail, postmarked on or before the Response Deadline.<sup>27</sup> A Notice of Objection must: (a) include the objecting Class Member's full name, signature, address, telephone number, and the last four digits of their Social Security Number; (b) include the words "Notice of Objection" or "Formal Objection;" (c) describe, in clear and concise terms, the legal and factual grounds supporting the objection; (d) list any

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<sup>21</sup> Settlement Agreement, ¶ 80.

<sup>22</sup> *Id.*, ¶¶ 47 & 48.

<sup>23</sup> *Id.*, ¶ 47.

<sup>24</sup> *Ibid.*

<sup>25</sup> *Id.*, ¶ 76.

<sup>26</sup> *Id.*, ¶ 68.

<sup>27</sup> *Id.*, ¶ 32.

1 identifying witness(es) the objecting Class Member may call to testify at the Final Approval  
2 Hearing; (e) clearly reference the title of the Action and case number; (f) include true and correct  
3 copies of any exhibit(s) the objecting Class Member intends to offer at the Final Approval  
4 Hearing; (g) state whether the objecting Class Member (or someone on his or her behalf) intends  
5 to appear at the Final Approval Hearing; (h) state the full name, address, and telephone number  
6 of any attorney representing the objecting Class Member with respect to his or her objection; (i)  
7 be returned by mail to the Settlement Administrator; and (j) be postmarked on or before the  
8 Response Deadline.<sup>28</sup> The Settlement Class Member may appear personally or through an  
9 attorney, at his or her own expense, at the Final Approval Hearing to present his or her objection  
10 orally to the Court, regardless of whether they submit a written objection.<sup>29</sup>

11 A Class Member and/or PAGA Member who wishes to dispute the number of  
12 Workweeks which have been credited to him or her, as reflected in their respective Class  
13 Notices, may do so by submitting a written letter to the Settlement Administrator, by mail,  
14 postmarked on or before the Response Deadline.<sup>30</sup> A written dispute must: (a) contain the case  
15 name and number of the Action, (b) be signed by the Class Member and/or PAGA Member, (c)  
16 contain the full name, address, telephone number, and the last four digits of the Social Security  
17 Number of the disputing Class Member and/or PAGA Member, (d) clearly state that the Class  
18 Member and/or PAGA Member disputes the number of Workweeks credited to him or her for  
19 the Class Period and/or PAGA Period and what he or she contends is the correct number to be  
20 credited to him or her, (e) include information and/or attaches documentation demonstrating that  
21 the number of Workweeks that he or she contends should be credited to him or her are correct,  
22 and (f) be returned by mail to the Settlement Administrator at the specified address, postmarked  
23 on or before the Response Deadline.<sup>31</sup>

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27 <sup>28</sup> Settlement Agreement, ¶ 32.

28 <sup>29</sup> *Id.*, ¶ 78.

<sup>30</sup> *Id.*, ¶ 75.

<sup>31</sup> *Ibid.*

1 **IV. LEGAL STANDARD FOR PRELIMINARY APPROVAL OF CLASS ACTION**  
2 **SETTLEMENTS**

3 The settlement of a class action requires approval by the court. *Dunk v. Ford Motor Co.*  
4 (1996) 48 Cal.App.4th 1794, 1800; Cal. Code Civ. Proc. § 1781(f). California courts look to  
5 federal authority for guidance with class action settlements. *Dunk, supra*, 48 Cal.App.4th at  
6 1801, fn.7 (citing *Vasquez v. Superior Court* (1971) 4 Cal.3d 800, 821). The decision to approve  
7 or reject a proposed settlement is within the court's discretion. *Wershba v. Apple Computer, Inc.*  
8 (2001) 91 Cal.App.4th 224, 234-35 ("In general, questions whether a settlement was fair and  
9 reasonable, whether certification of the class was proper, and whether the attorney fee award  
10 was proper are matters addressed to the trial court's broad discretion."). Accordingly, a court's  
11 decision to approve a class action settlement may be reversed only upon a strong showing of  
12 "clear abuse of discretion." *Hanlon v. Chrysler Corp.* (9th Cir. 1998) 150 F.3d 1011, 1026;  
13 *Class Plaintiff v. City of Seattle* (9th Cir. 1982) 955 F.2d 1268, 1276.

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

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

26 In considering a potential class settlement, a court need not reach any ultimate  
27 conclusions on the issues of fact and law which underlie the merits of the dispute and need not  
28 engage in a trial on the merits. See *City of Detroit v. Grinnell Corporation* (2d Cir. 1974) 495

1 F.2d 448, 456; *Officers for Justice v. Civil Service Commission of City and County of San*  
2 *Francisco* (9th Cir. 1982) 688 F.2d 615, 625. Neither formal notice nor a hearing is required  
3 for the trial court to grant provisional class certification and preliminary approval; the court may  
4 grant such relief upon an informal application by the settling parties and may conduct any  
5 necessary hearing in court or in chambers, at the court's discretion. *Newberg*, § 11.25.

6 **V. THE COURT SHOULD PRELIMINARILY APPROVE THE SETTLEMENT**

7 The trial court has broad powers to determine whether a proposed settlement is fair under  
8 the circumstances of the case. *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794. To make  
9 this fairness determination, courts must consider several relevant factors, including "the strength  
10 of the plaintiff's case, the risk, expense, complexity and likely duration of further litigation, the  
11 risk of maintaining class action status through trial, the amount offered in settlement, the extent  
12 of discovery completed and the stage of the proceedings, the experience and view of counsel,  
13 the presence of a governmental participant, and the reaction of the class members to the  
14 proposed settlement." *Dunk, supra*, 48 Cal.App.4th at 1801. "The list of factors is not exclusive  
15 and the court is free to engage in a balancing and weighing of the factors depending on the  
16 circumstances of each case." *Wershba, supra*, 91 Cal.App.4th at 245. Furthermore, courts give  
17 "proper deference to the private consensual decision of the parties." *Hanlon, supra*, 150 F.3d at  
18 1027 (citation omitted).

19 The proponent of the settlement has the burden to show that it is fair and reasonable.  
20 *Wershba, supra*, 91 Cal.App.4th at 245. "A presumption of fairness exists where: (1) the  
21 settlement is reached through arm's-length bargaining; (2) investigation and discovery are  
22 sufficient to allow counsel and the court to act intelligently; (3) counsel is experienced in similar  
23 litigation; and (4) the percentage of objectors is small." *Id.*; *Dunk, supra*, 48 Cal.App.4th at  
24 1802; *7-Eleven Owners for Fair Franchising v. Southland Corp.* (2000) 85 Cal.App.4th 1135,  
25 1151.

26 **A. The Settlement Resulted from Arm's-Length Negotiations Based Upon**  
27 **Extensive Investigation and Discovery.**

28 Class Counsel has actively litigated the Action since it was commenced on October 6,

2020. Both sides used the pre-mediation time period to investigate the veracity, strength, and scope of the claims, and Class Counsel was actively preparing the case for class certification and trial.<sup>32</sup>

Prior to engaging in mediation, Class Counsel conducted significant investigation and formal and informal discovery regarding the facts of the case, including and not limited to, the exchange, review, and analysis of a large volume of documents and data obtained from Defendant, Plaintiffs, and other sources.<sup>33</sup> Class Counsel served multiple sets of formal written discovery requests onto Defendant (specifically, Requests for Production of Documents (Set One), Special Interrogatories (Sets One and Two), and Form Interrogatories – General (Set One)) and noticed the depositions of Defendant’s Person Most Knowledgeable designees, along with accompanying requests for production of documents.<sup>34</sup> The volume of data and documents that Class Counsel reviewed and analyzed included and was not limited to: Plaintiffs’ employment records, a detailed sampling of Plaintiffs’ and other Class Members’ time data and pay records, multiple iterations of Defendant’s Employee Handbook, internal memoranda, new hire orientation checklists, company policy acknowledgments (including, and not limited to, Receipt/Acknowledgment of Employee Handbook), forms, procedures (including but not limited to, Employee Confidentiality and Non-Disclosure Agreement, Employee Safety Agreement, and Mutual Wage Agreement), and policies, among other information and documents.<sup>35</sup> Class Counsel had the opportunity to interview Plaintiffs and other class members to gather information regarding the facts and circumstances surrounding Plaintiffs’ and putative class members’ employment and to identify potential witnesses.<sup>36</sup> Counsel for the Parties also met and conferred on numerous occasions, e.g., to discuss issues relating to the pleadings, discovery, and the production of documents and data prior to the mediation.<sup>37</sup> Class Counsel also drafted pleadings and the mediation brief and prepared for and attended court proceedings,

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<sup>32</sup> Matavosian Decl., ¶¶ 12-14.

<sup>33</sup> *Id.*, ¶ 13.

<sup>34</sup> *Ibid.*

<sup>35</sup> *Ibid.*

<sup>36</sup> *Ibid.*

<sup>37</sup> *Ibid.*

1 mediation, and settlement negotiations, among other tasks.<sup>38</sup>

2 The Parties engaged in extensive settlement negotiations and participated in a formal,  
3 full-day mediation conducted by Jill R. Sperber, Esq. (the “Mediator”), a well-respected  
4 mediator experienced in mediating complex labor and employment matters.<sup>39</sup> Prior to and  
5 during the mediation and settlement discussions, the Parties exchanged class information and  
6 engaged in extensive discussions regarding their evaluations of the case and various aspects of  
7 the case, including but not limited to, the risks and delays of further litigation, the risks to the  
8 Parties of proceeding with class certification and/or representative adjudication, the law relating  
9 to off-the-clock theory, meal and rest periods, PAGA representative actions, and wage-and-hour  
10 law and enforcement, as well as the evidence produced and analyzed, and the possibility of  
11 appeals, among other things.<sup>40</sup> During all settlement discussions, the Parties conducted their  
12 negotiations at arm’s length in an adversarial position.<sup>41</sup> Arriving at a settlement that was  
13 acceptable to all Parties was not easy. Defendant and its counsel felt strongly about their ability  
14 to prevail on the merits and at certification, and Plaintiff and Class Counsel believed that they  
15 would be able to obtain class certification and prevail at trial.<sup>42</sup> After conducting extensive  
16 investigations, formal and informal discovery, exchange of information, and extensive  
17 settlement negotiations, and with the aid of the Mediator’s evaluation, the Parties have agreed  
18 that the matter is well-suited for settlement given the legal issues relating to Plaintiffs’ principal  
19 claims, as well as the costs and risks to both sides that would attend further litigation.<sup>43</sup>

20 The Settlement takes into account the strengths and weaknesses of each side’s position  
21 and the uncertainty of how the case might have concluded at certification, trial, and/or appeals.<sup>44</sup>  
22 The Parties have had the opportunity to interview and obtain information from their respective  
23 witnesses.<sup>45</sup> Counsel for the Parties have also reviewed documents and information relating to  
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25 <sup>38</sup> Matavosian Decl., ¶ 13.

26 <sup>39</sup> *Id.*, ¶ 12.

27 <sup>40</sup> *Ibid.*

28 <sup>41</sup> *Ibid.*

<sup>42</sup> *Id.*, ¶¶ 12, 17-19.

<sup>43</sup> *Id.*, ¶ 11.

<sup>44</sup> *Id.*, ¶ 12.

<sup>45</sup> *Ibid.*

Plaintiff's and the Class Members' employment with Defendant and performed significant research into the law concerning class certification, PAGA representative actions, off-the-clock theory, meal and rest periods, wage-and-hour law and enforcement, Plaintiff's claims, and Defendant's defenses thereto, as well as facts discovered.<sup>46</sup> The Settlement was based on this large volume of facts, evidence, and investigation. In addition, Class Counsel has extensive experience in employment class actions, including significant experience in California wage-and-hour litigation.<sup>47</sup>

**B. The Settlement Is Fair, Reasonable, and Adequate.**

The Settlement, which provides for a Maximum Settlement Amount of Four Hundred Thirty-Five Thousand Dollars and Zero Cents (\$435,000.00), represents a fair, adequate, and reasonable resolution of the matter.<sup>48</sup> The Settlement was calculated using the information and data uncovered during litigation, case investigation, as well as the formal and informal exchange of information.<sup>49</sup> The Settlement takes into account the potential risks and rewards inherent in any case and, in particular, in the case at issue.<sup>50</sup> Moreover, considering all of the facts and circumstances of the lawsuit, the Settlement represents a fair, reasonable, and adequate recovery for the Class, PAGA Members, and the State of California.<sup>51</sup>

Assuming that the Attorneys' Fees and Costs, Class Representative Enhancement Payments, Settlement Administration Costs, and allocation of PAGA Payment are approved by the Court and paid in the full amounts provided for by the Settlement, the Settlement provides for a Net Settlement Amount that is currently estimated to be One Hundred Seventy-Seven Thousand Seven Hundred Fifty Dollars and Zero Cents (\$177,750.00).<sup>52</sup> Additionally, 75% of the PAGA Payment (i.e., the LWDA Payment), which is \$37,500.00 out of \$50,000.00, will be distributed to the LWDA and 25% of the PAGA Payment (i.e., the PAGA Member Amount), which is \$12,500.00 out of \$50,000.00, will be distributed to PAGA Members on a *pro rata*

<sup>46</sup> Matavosian Decl., ¶¶ 12-14 & 17-19.

<sup>47</sup> *Id.*, ¶¶ 2-7.

<sup>48</sup> *Id.*, ¶¶ 12, 14, 15, & 22.

<sup>49</sup> *Id.*, ¶¶ 12-14.

<sup>50</sup> *Id.*, ¶¶ 17-19.

<sup>51</sup> *Id.*, ¶¶ 12, 14, & 22.

<sup>52</sup> *Id.*, ¶ 15.

1 basis.<sup>53</sup> As discussed in Part III, *supra*, the entire Net Settlement Amount will be fully paid out  
2 to the Settlement Class Members and the PAGA Payment will be fully paid out to the LWDA  
3 and PAGA Members, in accordance with the Settlement Agreement. The amount of each  
4 Settlement Class Member's Individual Settlement Share will be calculated based on his or her  
5 Workweeks, and the amount of each PAGA Members' Individual PAGA Payment will be  
6 calculated based on his or her Workweeks during the PAGA Period.<sup>54</sup> There is no reason to  
7 doubt the fairness of the proposed plan of allocation of the settlement funds for purposes of  
8 preliminary approval. Even at the final approval stage, "[a]n allocation formula need only have  
9 a reasonable, rational basis [to warrant approval], particularly if recommended by experienced  
10 and competent class counsel." *In re American Bank Note Holographics, Inc., Securities*  
11 *Litigation* (S.D.N.Y. 2001) 127 F.Supp.2d 418, 429-30.

12 In light of the foregoing considerations, Class Counsel believes that the Settlement as a  
13 whole is fair, reasonable, and adequate, and is in the best interest of the Class Members, the  
14 State of California, and PAGA Members.<sup>55</sup> Although the recommendations of Class Counsel  
15 are not conclusive, the Court can properly take the recommendations into account, particularly  
16 if Class Counsel appears to be competent, and has experience with this type of litigation, and  
17 investigation have been completed, as is the case here. *Newberg*, §11.47. Accordingly, the Court  
18 should grant preliminary approval of the Settlement.

19 **C. The Settlement Is of Significant Value.**

20 Pursuant to *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, the Parties  
21 conducted significant formal and informal discovery and exchanged a large volume of  
22 documents, data, and information prior to mediation.<sup>56</sup> The discovery and information that Class  
23 Counsel obtained from Defendant and through other sources allowed Class Counsel to develop  
24 valuation models in order to evaluate the potential value and merit of the claims, and perform a  
25 complete evaluation of Defendant's defenses thereto.<sup>57</sup> As outlined in the Declaration of Selena

26 <sup>53</sup> Matavosian Decl., ¶ 15.

27 <sup>54</sup> Settlement Agreement, ¶¶ 67 & 68.

28 <sup>55</sup> Matavosian Decl., ¶¶ 12, 14, & 24.

<sup>56</sup> *Id.*, ¶¶ 12-14 & 22.

<sup>57</sup> *Id.*, ¶ 19.

Matavosian, Class Counsel performed an extensive analysis of each and every claim pursuant to *Kullar* prior to entering into the Settlement.<sup>58</sup>

**VI. CERTIFICATION OF THE CLASS IS APPROPRIATE**

For settlement purposes, the requisites for establishing class certification are met, and the Parties have stipulated to conditional certification of the Class for settlement purposes only.<sup>59</sup> California Code of Civil Procedure Section 382 “authorizes class actions when the question is one of a common or general interest, of many persons, or when the Parties are numerous, and it is impracticable to bring them all before the court.” *Sav-On Drug Stores, Inc. v. Superior Court* (2004) 34 Cal.4th 319, 326. California courts certify class actions where the plaintiff identifies “both [1] an ascertainable class and [2] a well-defined community of interest among class members.” *Id.*

The Class is ascertainable and numerous as to make it impracticable to join all Class Members, and there are common questions of law and fact that predominate over any questions affecting any individual Class Member. Further, Plaintiffs’ claims are typical of the claims of the Class Members, and Class Counsel will fairly and adequately protect the interests of the Class. Finally, prosecution of separate actions by individual Class Members would create the risk of inconsistent or varying adjudications, and a class action is superior to other available means for the fair and efficient adjudication of the case. The Class is amenable to class certification for settlement purposes as discussed below.

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

“Ascertainability is required in order to give notice to putative class members as to whom the judgment in the action will be *res judicata*.” *Hicks v. Kaufman & Broad Home Corp.* (2001) 89 Cal.App.4th 908, 914. “A class is ascertainable if it identifies a group of unnamed plaintiffs by describing a set of common characteristics sufficient to allow a member of that group to identify himself or herself as having a right to recover based on the description.” *Bartold v.*

<sup>58</sup> Matavosian Decl., ¶¶ 12-14 & 17-19.

<sup>59</sup> Settlement Agreement, ¶ 53.

1 *Glendale Federal Bank* (2000) 81 Cal.App.4th 816, 828. The proposed class must also be  
2 sufficiently numerous. *Linder v. Thrifty Oil Co.* (2000) 23 Cal.4th 429, 435.

3 This action involves a class of approximately two hundred seventy-five (275)  
4 individuals.<sup>60</sup> This class is sufficiently numerous. *See Rose v. City of Hayward* (1981) 126  
5 Cal.App.3d 926, 934-35 (indicating that a class of 30 to 40 individuals satisfies the numerosity  
6 requirement as joinder is not practical at that point). Further, all Class Members can and will  
7 be identified by Defendant to the Settlement Administrator through a review of Defendant's  
8 employment records regarding hourly-paid or non-exempt employees in California during the  
9 Class Period. As such, the Class is ascertainable and sufficiently numerous.

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

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

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

25 Here, common issues of fact and law predominate as to each of the claims alleged and  
26 asserted in the Operative Complaint. Based on the documents and information obtained through  
27 informal discovery and exchange of information in this case, Plaintiffs contend that Class  
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<sup>60</sup> Matavosian Decl., ¶ 9.

Members were subject to the same or similar job duties and uniform operations and employment practices, policies, and procedures during the time period at issue.<sup>61</sup> Plaintiffs' claims arise from Defendant's alleged uniform policy and systematic scheme, with respect to Plaintiffs and the Class Members, of, *inter alia*, failing to properly pay overtime and minimum wages for all hours worked, failing to provide compliant meal and rest periods and associated premium pay, failing to timely pay wages during employment and upon termination of employment, failing to provide complaint wage statements, failing to keep requisite payroll records, and failing to reimburse necessary business-related expenses.<sup>62</sup>

Plaintiffs also contend that Defendant's payroll and recordkeeping practices with respect to Plaintiffs and the Class Members were substantially the same during the time period at issue.<sup>63</sup> As a result, Plaintiffs claim that all of the Class Members were uniformly not paid all compensation due to them from Defendant during the time period at issue.<sup>64</sup>

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

## **VII. APPOINTMENT OF CLASS COUNSEL AND ALLOCATION FOR ATTORNEYS' FEES AND COSTS**

Class Counsel has litigated the matter for over three (3) years and was actively preparing for class certification and trial.<sup>65</sup> The ongoing work has been extensive, demanding, and ultimately successful in achieving a substantial settlement resolution. Class Counsel conducted extensive investigations into the facts of the case and formal and informal discovery. Class Counsel reviewed a large volume of documents and data<sup>66</sup> and also interviewed and obtained information from Plaintiffs and other Class Members, researched applicable law, undertook

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<sup>61</sup> Matavosian Decl., ¶ 17.

<sup>62</sup> Ibid.

<sup>63</sup> Ibid.

<sup>64</sup> Ibid.

<sup>65</sup> *Id.*, ¶¶ 12-14.

<sup>66</sup> *Id.*, ¶ 13.

1 damages/valuation calculations, and met and conferred with Defendant’s counsel regarding the  
2 pleadings and the production of documents and data prior to mediation.<sup>67</sup> Counsel for the Parties  
3 also undertook extensive settlement discussions, which included participating in a formal, full-  
4 day mediation.<sup>68</sup>

5 Class Counsel is well-experienced in wage-and-hour class action litigation and used that  
6 experience to obtain a great result for the Class.<sup>69</sup>

7 The Settlement establishes a Maximum Settlement Amount of Four Hundred Thirty-Five  
8 Thousand Dollars (\$435,000.00), and provides for Class Counsel to apply to the Court for  
9 Attorneys’ Fees and Costs, consisting of attorneys’ fees in an amount not to exceed thirty-five  
10 percent (35%) of the Maximum Settlement Amount (i.e., \$152,250.00) and an amount not to  
11 exceed Fifteen Thousand Dollars and Zero Cents (\$15,000.00) for costs and expenses.<sup>70</sup> The  
12 attorneys’ fees provided for by the Settlement is commensurate with: (1) the risk that Class  
13 Counsel took in bringing and litigating the case, (2) the extensive time, effort and expense that  
14 Class Counsel dedicated to the case, (3) the skill and determination that Class Counsel has  
15 shown, (4) the results that Class Counsel has achieved throughout the litigation, (5) the value of  
16 the Settlement that Class Counsel has achieved for the Class Members, and (6) the other cases  
17 that Class Counsel had to turn down in order to devote its time and efforts to this matter. The  
18 proposed Class Notice provides Class Members with information about the amount allocated  
19 toward the Attorneys’ Fees and Costs, and that an award of the Attorneys’ Fees and Costs will  
20 be sought, as provided for by the Settlement.<sup>71</sup>

21 Trial courts have “wide latitude” in assessing the value of attorneys’ fees and their  
22 decisions will “not be disturbed on appeal absent a manifest abuse of discretion.” *Lealao v.*  
23 *Beneficial Cal., Inc.* (2000) 82 Cal.App.4th 19, 41. Indeed, it is long settled that the “experienced  
24 trial judge is the best judge of the value of professional services rendered in his court.” *Ketchum*  
25 *v. Moses* (2001) 24 Cal.4th 1122, 1132. California law provides that attorney fee awards should

26 <sup>67</sup> Matavosian Decl., ¶ 13.

27 <sup>68</sup> *Id.*, ¶ 12.

28 <sup>69</sup> *Id.*, ¶¶ 2-7.

<sup>70</sup> Settlement Agreement, ¶ 62.

<sup>71</sup> *Id.*, Exh. A.

1 be equivalent to fees paid in the legal marketplace to compensate for the result achieved and risk  
2 incurred. *Laffitte v. Robert Half Int'l, Inc.* (2016) 1 Cal.5th 480, 503 (citing *Lealao, supra*, 82  
3 Cal.App.4th at 48-49). In *Lealao*, the court held that when an action leads to a recovery that can  
4 be “monetized” with a reasonable degree of certainty, the trial court should “ensure that the fee  
5 awarded is within the range of fees freely negotiated in the legal marketplace in comparable  
6 litigation.” *Id.* at 50. In cases where class members present claims against a settlement fund and  
7 the settlement agreement provides that the defendant agrees to paying the attorneys a percentage  
8 of the same, use of that percentage method is appropriate. *Id.* at 32.

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

16 Historically, courts have awarded fees as high as fifty percent (50%) of the settlement,  
17 depending on the circumstances of the case. *Newberg*, § 14.03; *see also In re Ampicillin Antitrust*  
18 *Litig.* (D.D.C. 1981) 526 F.Supp. 494 (awarding attorneys’ fees in the amount of 45% of the  
19 \$7.3 million settlement); *Beech Cinema, Inc. v. Twentieth-Century Fox Film Corp.* (S.D.N.Y.  
20 1979) 480 F.Supp. 1195 (awarding approximately 53% of the settlement as attorneys’ fees).  
21 California courts routinely approve class action attorneys’ fee awards “averag[ing] around one-  
22 third of the recovery.” *Chavez v. Netflix, Inc.* (2008) 162 Cal.App.4th 43, 66 n.11 (lower court  
23 found 20 to 40 percent range of contingency fee in marketplace was appropriate in class actions);  
24 *see also Estrada v. Dr. Pepper/Seven-Up*, Los Angeles County Superior Court Case No.  
25 BC262247 (May 2005) (wage and hour); *Moore v. IKEA*, Los Angeles County Superior Court  
26 Case No. BC263646 (Sept. 2006) (wage and hour).

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1 Class Counsel has borne all of the risks and costs of litigation and will not receive any  
2 compensation until recovery is obtained.<sup>72</sup>

3 Class Counsel will provide extensive evidence as to the time worked, litigation efforts,  
4 and further argument at the time of filing Plaintiffs' motion for final approval of the Settlement  
5 and application for the Attorneys' Fees and Costs and at the Final Approval Hearing.  
6 Considering the work performed and the risks incurred, the attorneys' fees provided for by the  
7 Settlement and to be requested by Class Counsel are well within the range of reasonableness.

8 **VIII. THE PROPOSED CLASS NOTICE IS ADEQUATE**

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

14 The proposed Class Notice<sup>73</sup> describes the Settlement, the deadlines and procedures to  
15 submit a Notice of Objection, Request for Exclusion, and/or dispute regarding Workweeks, and  
16 the date and time set for the Final Approval Hearing.<sup>74</sup>

17 The proposed Class Notice fulfills the requirement of neutrality in notice procedure.  
18 *Newberg*, at § 8.39. "Sufficient information about the case should be provided to enable class  
19 members to make an informed decision about their participation." *Manual for Complex*  
20 *Litigation* § 21.311 at 413 (4th ed. 2004). The proposed Class Notice summarizes the  
21 proceedings to date and the terms and conditions of the Settlement in an informative and  
22 coherent manner.<sup>75</sup> The proposed Class Notice recognizes that the Court has not yet granted  
23 final approval of the settlement.<sup>76</sup> The proposed Class Notice also apprises the Class Members  
24 and PAGA Members of, *inter alia*, how their Individual Settlement Share and Individual PAGA

25  
26 <sup>72</sup> Matavosian Decl., ¶ 20.

27 <sup>73</sup> Settlement Agreement, Exh. A.

28 <sup>74</sup> Ibid.

<sup>75</sup> Ibid.

<sup>76</sup> Ibid.

1 Payment is calculated and the number of Workweeks credited to them.<sup>77</sup>

2 The proposed Class Notice satisfies all due process requirements and complies with the  
3 standards of fairness, completeness, and neutrality. Fed. R. Civ. P. 23(c)(2) and 23(e); *Newberg*,  
4 §§ 8.21, 8.39; *Manual*, §§ 21.311, 21.312; see also *Cartt*, *supra*, 50 Cal.App.3d at 960 (“The  
5 essentials of due process of law in class suits would appear to be afforded by fair representation  
6 in the assertion of claims of class members against the opposing parties in any lawsuit, and  
7 notice of the pending suit.”). Accordingly, the Court should approve the proposed Class Notice.

8 **IX. APPOINTMENT OF PHOENIX AS THE SETTLEMENT ADMINISTRATOR**

9 The Parties have selected Phoenix to administer the Settlement.

10 The Settlement Administrator will mail the Class Notice to each Class Member and  
11 PAGA Member by First-Class U.S. mail.<sup>78</sup> Any Class Notices returned to the Settlement  
12 Administrator as non-deliverable on or before the Response Deadline will be sent promptly,  
13 within five (5) calendar days, via First-Class U.S. Mail to the forwarding address affixed thereto  
14 and the Settlement Administrator will indicate the date of such re-mailing on the Class Notice.<sup>79</sup>  
15 If no forwarding address is provided, the Settlement Administrator will promptly attempt to  
16 determine the correct address using a skip-trace and will then perform a single re-mailing within  
17 five (5) calendar days after return of the Class Notice.<sup>80</sup> Those Class Members who receive a re-  
18 mailed Class Notice, whether by skip-trace or by request, will have their Response Deadline  
19 extended by fifteen (15) calendar days.<sup>81</sup>

20 The Settlement Administrator duties will include, calculating the amounts of the  
21 Individual Settlement Payments and Individual PAGA Payments; deduct and transmit  
22 applicable state and/or federal taxes in connection with the wage portion of Individual  
23 Settlement Shares; mail the Individual Settlement Payment checks to Settlement Class Members  
24 and Individual PAGA Payment checks to PAGA Members; issue W-2 and 1099 forms and all  
25 required tax reporting, filings, withholdings, and remittances, providing necessary reports and

26 <sup>77</sup> Settlement Agreement, Exh. A.

27 <sup>78</sup> *Id.*, ¶ 72.

28 <sup>79</sup> *Id.*, ¶ 73.

<sup>80</sup> *Id.*, ¶ 73.

<sup>81</sup> *Ibid.*

1 declarations; calculate and disburse the Attorneys' Fees and Costs, Enhancement Award, and  
2 LWDA Payment; and perform such other tasks necessary to effectuate the terms of the  
3 Settlement Agreement.<sup>82</sup> The Settlement Administration Costs are currently estimated not to  
4 exceed Ten Thousand Dollars and Zero Cents (\$10,000) and will be paid out of the Maximum  
5 Settlement Amount, subject to approval by the Court.<sup>83</sup>

6 Accordingly, Plaintiffs respectfully request that the Court appoint Phoenix Class Action  
7 Administration Solutions as the Settlement Administrator and direct the mailing of the Class  
8 Notice to the Class Members in the manner outlined and based on the proposed deadlines as  
9 described herein and set forth in the Settlement Agreement.

10 **X. PROPOSED DEADLINES FOR THE NOTICE PROCESS**

11 At this preliminary approval stage, plaintiffs seek approval of the proposed deadlines for  
12 the notice and settlement administration process. *Newberg*, at § 11.26. The notice process  
13 entails mailing of the Class Notice, in the form approved by the Court, to all known and  
14 reasonably ascertainable Class Members based on Defendant's records.<sup>84</sup>

15 Within fifteen (15) calendar days of Preliminary Approval, Defendant will provide the  
16 Settlement Administrator with a list of each Class Member's and PAGA Member's: (1) last  
17 known full name; (2) most recent mailing address; (3) last known telephone number; (4) Social  
18 Security Number; (5) start and end dates of employment by Defendant as an hourly-paid or non-  
19 exempt employee in California during the Class Period and PAGA Period; (6) start and end  
20 dates of employment by Defendant during the period from October 6, 2016 to July 7, 2022 as  
21 an hourly-paid or non-exempt employee in California; (7) start and end dates of employment by  
22 Defendant during the period from October 6, 2016 to December 6, 2022 as an hourly-paid or  
23 non-exempt employee in California; and (8) any other information required by the Settlement  
24 Administrator to effectuate the terms of this Settlement Agreement ("collectively, Class List").<sup>85</sup>

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26  
27 <sup>82</sup> Settlement Agreement, ¶¶ 50 & 64.

<sup>83</sup> Ibid.

<sup>84</sup> *Id.*, ¶ 64.

<sup>85</sup> *Id.*, ¶¶ 14 & 71.

1 Within fifteen (15) calendar days of receipt of the Class Lists, the Settlement  
2 Administrator will mail the Class Notice to all Class Members via First-Class U.S. Mail, using  
3 the most current, known mailing addresses available.<sup>86</sup> Prior to mailing, the Settlement  
4 Administrator will perform a search based on the National Change of Address Database for  
5 information to update and correct for any known or identifiable address changes.<sup>87</sup>

6 Any Class Notices returned to the Settlement Administrator as non-deliverable on or  
7 before the Response Deadline will be sent promptly, within five (5) calendar days, via First-  
8 Class U.S. Mail to the forwarding address affixed thereto and the Settlement Administrator will  
9 indicate the date of such re-mailing on the Class Notice.<sup>88</sup> If no forwarding address is provided,  
10 the Settlement Administrator will promptly attempt to determine the correct address using a  
11 skip-trace and will then perform a single re-mailing within five (5) calendar days after return of  
12 the Class Notice.<sup>89</sup> Those Class Members who receive a re-mailed Class Notice, whether by  
13 skip-trace or by request, will have their Response Deadline extended by fifteen (15) calendar  
14 days.<sup>90</sup>

15 Defendant will deposit the Maximum Settlement Amount into a Qualified Settlement  
16 Fund account to be established by the Settlement Administrator within thirty (30) days of the  
17 Effective Date.<sup>91</sup> Within seven (7) calendar days of the funding of Maximum Settlement  
18 Amount, the Settlement Administrator will issue payments due under the Settlement and  
19 approved by the Court, as follows: (a) Individual Settlement Payments to Settlement Class  
20 Members; (b) Individual PAGA Payments to PAGA Members; (c) LWDA Payment to the  
21 LWDA; (d) Class Representative Enhancement Payments to Plaintiffs; (e) Attorneys' Fees and  
22 Costs to Class Counsel; and (f) Settlement Administration Costs to the Settlement  
23 Administrator.<sup>92</sup>

24 ///

25 <sup>86</sup> Settlement Agreement, ¶ 72.

26 <sup>87</sup> *Id.*, ¶ 73.

27 <sup>88</sup> *Ibid.*

28 <sup>89</sup> *Ibid.*

<sup>90</sup> *Ibid.*

<sup>91</sup> *Id.*, ¶ 60.

<sup>92</sup> *Ibid.*

Any Individual Settlement Payment or Individual PAGA Payment checks issued by the Settlement Administrator to Settlement Class Members and PAGA Members will be negotiable for at least one hundred and eighty (180) calendar days from the initial issuance of the check.<sup>93</sup> Thereafter, after the checks will be canceled and funds leftover in the Qualified Settlement Fund will be paid to Legal Aid Foundation of Los Angeles after the Court enters an order approving the parties' stipulation to amend the judgment, which Parties shall prepare and file in accordance with California Code of Civil Procedure section 384.5, *et seq.*<sup>94</sup>

**XI. APPOINTMENT OF CLASS REPRESENTATIVES AND ALLOCATION FOR CLASS REPRESENTATIVE ENHANCEMENT PAYMENTS**

Plaintiffs Conrad Martinez, Charlene Ruedas, and William Youakum respectfully request that the Court appoint them as the Class Representatives and preliminarily approve the Class Representative Enhancement Payments in an amount up to Ten Thousand Dollars and Zero Cent (\$10,000.00) to each, for a total of \$30,000.00.<sup>95</sup> It is within the Court's discretion to award payment to a class representative for their efforts and work. *Vranken v. Atlantic Richfield Co.* (N.D. Cal. 1995) 901 F.Supp. 294, 299 (approving \$50,000 participation award to a single class representative). The factors that courts may consider in determining whether to make an enhancement payment include: (1) the risk to the class representative in commencing suit, both financial and otherwise; (2) the notoriety and personal difficulties encountered by the class representative; (3) the amount of time and effort spent by the class representative; (4) the duration of the litigation; and (5) the personal benefit (or lack thereof) enjoyed by the class representative as a result of the litigation. *Id.*

The Class Representative Enhancement Payments are fair and appropriate. Plaintiffs spent time and effort in producing relevant documents and past employment records and providing the facts and evidence necessary to attempt to prove the allegations.<sup>96</sup> Plaintiffs were

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<sup>93</sup> Settlement Agreement, ¶ 80.

<sup>94</sup> *Ibid.*

<sup>95</sup> *Id.*, ¶ 16.

<sup>96</sup> Matavosian Decl., ¶ 21; Declaration of Conrad Martinez in Support of Plaintiffs' Motion for Preliminary Approval of Class Action Settlement ("Martinez Decl."), ¶¶ 3-5; Declaration of Charlene Ruedas in Support of Plaintiffs' Motion for Preliminary Approval of Class Action Settlement ("Ruedas Decl."), ¶¶ 3-5; Declaration of

1 available whenever Class Counsel needed them and actively tried to obtain and provide  
2 information that would facilitate the pursuit of the class and PAGA claims.<sup>97</sup> Accordingly, it is  
3 appropriate and just for Plaintiffs to each receive a Class Representative Enhancement Payment  
4 for their services on behalf of the Class, PAGA Members, and the State of California, in addition  
5 to their individual settlement payments.

6 **XII. CONCLUSION**

7 For the foregoing reasons, Plaintiffs respectfully request that the Court grant preliminary  
8 approval of the Settlement; conditionally certify the Class for settlement purposes; preliminary  
9 appoint and designate Edwin Aiwazian, Arby Aiwazian, Joanna Ghosh, Yasmin Hosseini, and  
10 Selena Matavosian of Lawyers *for* Justice, PC as Class Counsel; preliminary appoint and  
11 designate Plaintiffs Conrad Martinez, Charlene Ruedas, and William Youakum as Class  
12 Representatives; appoint Phoenix Class Action Administration Solutions as the Settlement  
13 Administrator; preliminarily approve the allocations for Attorneys' Fees and Costs, Class  
14 Representative Enhancement Payments, Settlement Administration Costs, and PAGA Payment;  
15 approve the proposed Class Notice; direct the Settlement Administrator to undertake the notice  
16 and settlement administration process in conformity with the deadlines and procedures provided  
17 by the Settlement Agreement; schedule a Final Approval Hearing to take place in approximately  
18 six (6) months; and permit the filing of a memorandum that exceeds the page limit.

19  
20 Dated: May 15, 2024

**LAWYERS for JUSTICE, PC**

21  
22 By:



23 Selena Matavosian  
24 Attorneys for Plaintiffs  
25  
26  
27

28 William Youakum in Support of Plaintiffs' Motion for Preliminary Approval of Class Action Settlement  
("Youakum Decl."), ¶¶ 3-5.

<sup>97</sup> Matavosian Decl., ¶ 21; Martinez Decl., ¶ 4-5; Ruedas Decl., ¶¶ 4-5; Youakum Decl., ¶¶ 4-5.