

Arby Aiwazian (SBN 269827)
Joanna Ghosh (SBN 272479)
Arman Marukyan (SBN 327150)
LAWYERS for JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203
Tel: (818) 265-1020 / Fax: (818) 265-1021

Attorneys for Plaintiff Chris Moorer and the Class

DIVERSITY LAW GROUP, P.C.
Larry W. Lee (State Bar No. 228175)
lwlee@diversitylaw.com
515 South Figueroa Street, Suite 1250
Los Angeles, California 90071
Telephone: (213) 488-6555
Facsimile: (213) 488-6554

Attorneys for Plaintiff Fazon Williams and the Class

(Additional Counsel on Next Page)

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

CHRIS MOORER, individually, and on behalf of
other members of the general public similarly
situated; FAZON WILLIAMS, 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;

Plaintiffs,

vs.

PROVANTAGE CORPORATE SOLUTIONS,
LLC, an unknown business entity; and DOES 1
through 100, inclusive,

Defendants.

Case No. 21STCV24842

Related with Case No. 23STCV13610

[Hon. Carolyn B. Kuhl, Department 12]

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

Date: February 25, 2025
Time: 10:30 a.m.
Department: 12

Complaint Filed: July 7, 2021
FAC Filed: November 4, 2024

Edward W. Choi, Esq. SBN 211334
edward.choi@choiandassociates.com
LAW OFFICES OF CHOI & ASSOCIATES, APLC
515 S. Figueroa Street, Suite 1250
Los Angeles, CA 90071
Telephone: (213) 381-1515
Facsimile: (213) 465-4885

Dennis S. Hyun (State Bar No. 224240)
dhyun@hyunlegal.com
HYUN LEGAL, APC
515 S. Figueroa St., Suite 1250
Los Angeles, CA 90071
(213) 488-6555
(213) 488-6554 facsimile

Attorneys for Fazon Williams and the Class

1 **TO THE COURT, DEFENDANT, AND ITS COUNSEL OF RECORD:**

2 **PLEASE TAKE NOTICE** that on February 25, 2025, at 10:30 a.m., or as soon thereafter as the
3 matter may be heard in Department 12 of the above-entitled court located at 312 N. Spring Street, Los
4 Angeles, California 90012, Plaintiffs Chris Moorer (“Moorer”) and Fazon Williams (“Williams”)
5 (collectively, “Plaintiffs”) will and hereby do move for an Order:

- 6 1. approving the Joint Stipulation of Class Action and PAGA Settlement and Release (the
7 “Agreement”) attached as Exhibit 1 to the concurrently filed Declaration of Larry W. Lee;
- 8 2. conditionally certifying the following Class for settlement purposes only: all current and
9 former hourly-paid or non-exempt employees of Defendant in California employed from
10 July 7, 2017, through preliminary approval of the Settlement, or 60 days from Defendant’s
11 execution of the Agreement, whichever is sooner (the “Class Period”);
- 12 3. appointing Plaintiffs as Class Representatives and Arby Aiwarzian, Joanna Ghosh, and Arman
13 Marukyan of Lawyers for Justice, P.C., Larry W. Lee of Diversity Law Group, P.C., Edward
14 W. Choi of the Law Offices of Choi & Associates, P.C., and Dennis Hyun of Hyun Legal,
15 APC, as Class Counsel;
- 16 4. approving the Agreement on a preliminary basis and finding that it, the Total Settlement
17 Amount in the amount of \$275,000.00, the amounts requested for the Administration Costs,
18 Attorneys’ Fees and Costs Award, Class Representative Awards, PAGA Penalty Amount,
19 and the allocation of payments to Class Members appear to be within the range of
20 reasonableness for a settlement that could ultimately be given final approval;
- 21 5. appointing ILYM Group as the Administrator;
- 22 6. approving the distribution of the Notice of Class Action Settlement attached as Exhibit A to
23 the Agreement; and
- 24 7. scheduling a Final Approval Hearing.

25 The Motion is made pursuant to Rule 3.769 of the California Rules of Court, which allows the
26 Court to preliminarily certify a class for settlement purposes and to approve a class action settlement.
27 The basis for the Motion is that the proposed settlement is fair, adequate, and reasonable, and the
28

1 procedures proposed by the Parties are adequate to ensure class members are able to participate in, opt
2 out of, or object to the settlement.

3 The Motion is based on this notice, the memorandum of points and authorities, the Agreement
4 and proposed Notice of Class Action Settlement, the supporting Declarations of Larry W. Lee, Arman
5 Marukyan, Edward Choi, Dennis Hyun, Fazon Williams, and Chris Moorer, all pleadings and papers on
6 file herein, and any further oral and documentary evidence as may be presented before or at the hearing
7 of this matter.

8 DATED: December 4, 2024

HYUN LEGAL, APC

9
10 By: 
11 Dennis S. Hyun
12 Attorneys for Plaintiff Fazon Williams and the
13 Class
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

MEMORANDUM OF POINTS AND AUTHORITIES

TABLE OF CONTENTS

	Page
SUMMARY OF MOTION.....	9
RELEVANT BACKGROUND	10
SUMMARY OF PROPOSED SETTLEMENT.....	11
I. Class Definition	11
II. Settlement Payments	11
III. Released Claims	11
LEGAL STANDARD.....	12
DISCUSSION	13
I. The Proposed Settlement Is Fair, Adequate, and Reasonable.	13
A. The Settlement Is Entitled to a Presumption of Fairness.	13
B. The Settlement Obtains an Excellent Result for Class Members.	14
1. The Settlement Amount Is Reasonable.	14
2. The Settlement Releases Are Appropriate.	17
3. The Class Notice Is Adequate.	18
C. The Requested Payments and Allocations Are Reasonable.	18
1. Each Class Member, on Average, Would Receive Approximately \$308.72.	19
2. The Requested Attorneys' Fees and Costs Award Is Reasonable.	19
3. The Proposed Class Representative Award Is Reasonable.	21
4. The Administration Costs Are Reasonable.	21
II. The Class Meets All Requirements for Certification.	21
A. The Class Is Ascertainable and Sufficiently Numerous.	22
B. The Class Establishes a Community of Interest.	22
1. Plaintiffs' Claims Are Typical of Those of the Class.	22
2. Plaintiff's Claims Raise Common Questions of Law and Fact.	23
3. Plaintiffs and Class Counsel Adequately Represent the Class.	23
CONCLUSION.....	24

TABLE OF AUTHORITIES

Page

State Cases

<i>Bowles v. Superior Court</i> , 44 Cal. 2d 574 (1955).....	22
<i>Carrington v. Starbucks Corp., et al.</i> , San Diego County Superior Court, Case No. 37-2014-00018637- CU-OE-CTL (Apr. 3, 2017).....	16
<i>Carter v. City of Los Angeles</i> , 224 Cal. App. 4th 808, 820 (2014).....	18
<i>Cartt v. Superior Court</i> (1975) 50 Cal.App.3d 960.....	18
<i>Chavez v. Netflix, Inc.</i> , 162 Cal. App. 4th 43, 66 n.11 (2008).....	20
<i>City of San Jose v. Superior Court</i> , 12 Cal. 3d 447, 460 (1974)	23
<i>Consumer Advocacy Grp., Inc. v. Kintetsu Enters. of America</i> , 141 Cal. App. 4th 46, 60 (2006).....	13
<i>Dunk v. Ford Motor Co.</i> , 48 Cal. App. 4th 1794, 1803 (1996)	13, 22
<i>Global Mins. & Metals Corp. v. Superior Court</i> , 113 Cal. App. 4th 836, 859 (2003).....	22
<i>Hebbard v. Colgrove</i> , 28 Cal. App. 3d 1017 (1972).....	22
<i>Kaanaana v. Barrett Business Services, Inc.</i> , 29 Cal. App. 5th 778, 788, 809 (2018).....	16
<i>Laffitte v. Robert Half Int'l</i> , 1 Cal. 5th 480, 503 (Aug. 11, 2016)	20
<i>Linder v. Thrifty Oil Co.</i> , 23 Cal. 4th 429, 435 (2000)	22
<i>Mendoza v. United States</i> (9th Cir. 1980) 623 F.2d 1338.....	18
<i>Richmond v. Dart Indus., Inc.</i> , 29 Cal. 3d 462, 473 (1981).....	23
<i>Rose v. City of Hayward</i> , 126 Cal. App. 3d 926, 934 (1981)	22
<i>Serrano v. Priest</i> , 20 Cal. 3d 25, 34 (1977)	19
<i>Sevidal v. Target Corp.</i> , 189 Cal. App. 4th 905, 919 (2010).....	22
<i>Stephens v. Montgomery Ward & Co.</i> , 193 Cal. App. 3d 411, 421 (1987)	23
<i>Vasquez v. Superior Court</i> , 4 Cal. 3d 800, 812-13 (1971).....	23
<i>Wershba v. Apple Computer, Inc.</i> , 91 Cal. App. 4th 224, 240 (2001).....	13, 19, 22

Federal Cases

<i>Amchem Prods., Inc. v. Windsor</i> , 521 U.S. 620, 622-27 (1997).....	21
<i>Bellinghausen v. Tractor Supply Co.</i> , 2015 WL 1289342, at *6 (N.D. Cal. Mar. 20, 2015)	17
<i>Boeing Co. v. Van Gemert</i> , 444 U.S. 472, 478 (1980).....	19

1	<i>Fernandez v. Victoria Secret Stores LLC</i> , 2008 WL 8150856, *16 n. 59 (C.D. Cal. July 21, 2008).....	20
2	<i>Fleming v. Covidien, Inc.</i> , 2011 WL 7563047, at *4 (C.D. Cal. Aug. 12, 2011).....	16
3	<i>Gaskill v. Gordon</i> , 160 F.3d 361, 363 (7th Cir. 1998).....	20
4	<i>Hammon v. Barry</i> , 752 F. Supp. 1087 (D.D.C. 1990)	14
5	<i>Hanlon v. Chrysler Corp.</i> , 150 F.3d 1011, 1019 (1998).....	23
6	<i>In re Armored Car Antitrust Litig.</i> , 472 F. Supp. 1357 (N.D. Ga. 1979)	14
7	<i>In re Chicken Antitrust Litig.</i> , 560 F. Supp. 957, 962 (N.D. Ga. 1980).....	13
8	<i>In re Mego Fin. Corp. Secs. Litig.</i> , 213 F.3d 454, 459 (9th Cir. 2000)	16
9	<i>Mars Steel Corp. v. Continental Illinois Nat’l Bank & Trust Co.</i> , 834 F.2d 677, 682 (7th Cir. 1987)	13
10	<i>Marshall v. Holiday Magic</i> , 550 F.2d 1173, 1177 (9th Cir. 1977).....	18
11	<i>National Rural Telecomms. Coop. v. DIRECTV, Inc.</i> , 221 F.R.D. 523, 528 (C.D. Cal. 2004).....	13, 14
12	<i>Priddy v. Edelman</i> , 883 F.2d 438, 447 (6th Cir. 1989).....	13
13	<i>Sommers v. Abraham Lincoln Federal Sav. & Loan Ass’n</i> , 79 F.R.D. 571 (E.D. Pa. 1978)	14
14	<i>Steinberg v. Carey</i> , 470 F. Supp. 471 (S.D.N.Y. 1979).....	14
15	<i>Torrissi v. Tucson Elec. Power Co.</i> , 8 F.3d 1370, 1376 (9th Cir. 1993).....	9
16	<i>Van Ba Ma v. Covidien Holding Inc.</i> , 2014 WL 2472316, at *3 (C.D. Cal. May 30, 2014).....	17
17	<i>Villegas v. J.P. Morgan Chase & Co.</i> , 2012 WL 5878390, at *6 (N.D. Cal. Nov. 21, 2012).....	17
18	<i>Vincent v. Hughes Air West, Inc.</i> , 557 F. 2d 759, 769 (9th Cir. 1997).....	19
19	Statutes	
20	Cal. Code Civ. Proc. § 1781	18
21	California Business and Professions Code § 17200, et seq.	10
22	Labor Code § 1197.1.....	12
23	Labor Code § 210.....	12
24	Labor Code § 226(3).....	15
25	Labor Code § 226(a)	10
26	Labor Code § 226.3.....	12
27	Labor Code § 2698, et seq.	10, 11, 12
28	Labor Code § 2699.....	12
	Labor Code § 2699(f).....	15

1	Labor Code § 558.....	12
2	Other Authorities	
3	4 Alba Conte & Herbert B. Newberg, Newberg on Class Actions, § 11.26 (4th ed. 2002)	12, 13
4	<i>Effective Hourly Rates of Contingency-Fee Lawyers: Competing Data and Non-Competitive Fees</i> (Fall	
5	2003) 81 Wash U. L. Q. 653, 659 n. 11).....	20
6	Fitzpatrick, <i>An Empirical Study of Class Action Settlements and Their Fee Award</i> , 7 J. Empirical Leg.	
7	Stud. 811, 833 (2010).....	20
8	Manual for Complex Litigation (Third) § 30.41	12
9	Newberg on Class Actions, supra, at § 11.47	13

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

SUMMARY OF MOTION

On a classwide basis and as a proxy for the State of California pursuant to the Labor Code Private Attorneys General Act of 2004 (“PAGA”), Plaintiffs Chris Moorer (“Moorer”) and Fazon Williams (“Williams”) (collectively, “Plaintiffs”) sue Defendant Provantage Corporate Solutions, LLC (“Defendant”) (Plaintiffs and Defendant collectively, the “Parties”) for alleged failures to pay minimum and overtime wages, provide meal and rest periods, reimburse business expenses, and provide accurate wage statements.

Based on their own independent investigations and evaluations, the Parties have agreed to a classwide resolution. The Joint Stipulation of Class Action and PAGA Settlement and Release (“Agreement”), which is attached as Exhibit 1 to the concurrently filed Declaration of Larry W. Lee, requires Defendant to pay \$275,000.00 for the classwide settlement of claims for a class period of July 7, 2017, through preliminary approval of the Settlement, or 60 days from Defendant’s execution of the Agreement, whichever is sooner. Plaintiffs and their counsel believe the settlement is fair. Additionally, Defendant produced financial records and information. Based thereon, Plaintiffs’ counsel reached this settlement to secure a concrete recovery while permitting Defendant to remain solvent. *Torrisi v. Tucson Elec. Power Co.*, 8 F.3d 1370, 1376 (9th Cir. 1993) (holding that lower court properly approved class action settlement because of the defendant’s financial condition; “Here one factor predominates to make clear that the district court acted within its discretion. That factor is Tucson's financial condition.”). Moreover, because of Defendant’s financial condition, the Parties have agreed to four equal installment payments of \$68,750 to be paid over approximately a year and a half.

On average, each of approximately 665 Class Members will receive approximately \$308.72 (*after* all requested payments from the Total Settlement Amount). Significantly, the entire settlement amount is non-reversionary; none of the settlement amount will revert back to Defendant.

Although Plaintiffs and their counsel are confident that litigation of the claims would result in a classwide judgment against Defendant, they recognize the inherent risks in litigation, including the specific risks that class certification could be denied, liability could not be established at trial, or the

1 applicable law could change. The Parties and their counsel are of the opinion that the settlement on the
2 terms set forth in the Agreement would be fair, reasonable, and adequate.

3 As the settlement would be in the best interests of the Class, Plaintiffs respectfully request that
4 the Court grant this Motion for Preliminary Approval of Class Action Settlement.

5 **RELEVANT BACKGROUND**

6 On July 7, 2021, Moorner filed his Complaint in Los Angeles County Superior Court, alleging
7 violations of California Business and Professions Code §§ 17200, et seq. Declaration of Arman Marukyan
8 (“Marukyan Decl.”) ¶ 2.

9 On June 13, 2023, Williams filed his Complaint against Defendant alleging class claims for: (1)
10 failure to provide accurate and itemized wage statements in violation of section 226(a); (2) failure to
11 reimburse business expenses in violation of section 2802; and, (3) violations of California Business and
12 Professions Code §§ 17200, et seq. On August 25, 2023, Williams amended his complaint to add a
13 claim of violations of California Labor Code § 2698, et seq. (California Labor Code Private Attorneys
14 General Act of 2004). Declaration of Larry W. Lee (“Lee Decl.”) ¶ 6.

15 The Williams action was initially assigned to the Honorable David S. Cunningham III of the Los
16 Angeles County Superior Court. *Id.* On December 19, 2023, the Court deemed the Moorner action and
17 the Williams action related, and reassigned the Williams action to the Honorable Carolyn B. Kuhl. *Id.*

18 On January 26, 2024, the Parties attended a global mediation of both actions with Phyllis Cheng,
19 Esq., the former head of the California Department of Fair Employment and Housing. Marukyan Decl.
20 ¶ 8. In connection with the mediation, Defendant produced policies and time and payroll data for the
21 class. *Id.*, ¶ 14. With the mediator’s assistance and based upon the mediator’s proposal, the Parties
22 were able to agree to settlement terms, which were negotiated in light of all known facts and
23 circumstances—including the uncertainty associated with litigation, the risks of significant delay, and
24 numerous potential appellate issues. *Id.*, ¶¶ 8, 18. The settlement terms were memorialized in the Joint
25 Stipulation of Class Action and PAGA Settlement and Release. Lee Decl. Ex. 1 (the “Agreement”).

26 Per the Agreement, the Parties have agreed to consolidate the matters and on November 4, 2024,
27 Plaintiffs filed a First Amended Class Action Complaint for Damages & Enforcement Under the Private
28

Attorneys General Act, California Labor Code § 2698, Et Seq. (“Operative Complaint”) in the *Moorer* action thereby consolidating the cases into a single action. Marukyan Decl., ¶¶ 9-10.

SUMMARY OF PROPOSED SETTLEMENT¹

I. Class Definition

The proposed settlement class of “Class Members” includes all current and former hourly-paid or non-exempt employees of Defendant in California employed from July 7, 2017, through preliminary approval of the Settlement, or 60 days from Defendant’s execution of the Agreement, whichever is sooner (the “Class Period”). Agreement §§ 1(c), (h). There are approximately 665 Class Members. Lee Decl. ¶ 9.

II. Settlement Payments

The Agreement requires Defendant to pay a non-reversionary Total Settlement Amount of \$275,000.00. Agreement § 1(rr). As set forth herein, Defendant will make four installment payments of \$68,750, the first being made within 90 days of the Court’s final approval of the settlement, and three additional installment payments made thereafter every 135 days. Agreement § 14.

From the Total Settlement Amount, the Parties will request that the Court approve payments for a PAGA Penalty Amount and LWDA Payment, Administration Costs, Attorneys’ Fees and Costs Award, and Class Representative Award. *Id.* §§ 15-18. Except for these allocations requiring Court approval, the entirety of the remainder of the Total Settlement Amount will be allocated to Class Members. *Id.* § 14. It is expected that, on average, each Class Member would be allocated \$308.72 (*after* all requested payments from the Total Settlement Amount). Lee Decl. ¶ 8.

III. Released Claims

Plaintiffs are subject to general releases. Agreement § 38. Class Members Released Class Claims include:

all claims under state, federal, or local law, arising out of the facts or allegations expressly pleaded in the Actions and all other claims, such as those under the California Labor Code, California Industrial Welfare Commission Wage Orders, regulations, and/or other provisions of law, that could have been asserted based on the facts pleaded in the Actions for: (1) failure to pay overtime wages; (2) failure to pay meal period premiums; (3) failure to pay rest period premiums; (4) failure to pay minimum wages; (5)

¹ Plaintiff has uploaded the Agreement and this motion to the LWDA. Lee Decl. ¶ 17.

1 failure to timely pay wages upon termination; (6) failure to timely pay wages during
2 employment; (7) failure to provide compliant wage statements; (8) failure to keep
3 requisite payroll records; (9) failure to reimburse necessary business expenses; and (10)
violation of California’s unfair competition law, and any other similar state or federal
law, that arose during the Class Release Period.

4 *Id.* § 1(ii). PAGA Members’ “Released PAGA Claims” means “any and all claims for civil penalties
5 arising from claims for penalties that were brought or could have been brought based on the facts
6 alleged in the LWDA Letter, arising during the PAGA Period, pursuant to California Labor Code §
7 2698, et seq., including but not limited to penalties that could have been awarded pursuant to Labor
8 Code sections 210, 226.3, 1197.1, 558, and 2699.” *Id.* § 1(jj).

9 **LEGAL STANDARD**

10 Any settlement of a class action lawsuit must be reviewed and approved by the trial court. This is
11 done in two steps: (1) an early (preliminary) review by the trial court, and (2) a final review after notice
12 has been distributed to class members for their comment or objections. As the Manual for Complex
13 Litigation (Third) explains, in the first step “counsel submits the proposed terms of settlement and the
14 court makes a preliminary fairness evaluation”:

15 If the preliminary evaluation of the proposed settlement does not disclose grounds to doubt its
16 fairness or other obvious deficiencies, such as unduly preferential treatment of class
17 representatives or of segments of the class, or excessive compensation for attorneys, and appears
18 to fall within the range of possible approval, the court should direct that notice ... be given to the
class members of a formal fairness hearing, at which arguments and evidence may be presented
in support of and in opposition to the settlement.

19 Manual for Complex Litigation (Third) § 30.41.

20 A preliminary approval by the trial court thus is a conditional finding that the settlement does not
21 appear to be unfair. As Professor Newberg comments, “[t]he strength of the findings made by a judge at
22 a preliminary hearing or conference concerning a tentative settlement proposal may vary. The court may
23 find that the settlement proposal contains some merit, is within the range of reasonableness required for
24 a settlement offer, or is presumptively valid subject only to any objections that may be raised at a final
25 hearing.” 4 Alba Conte & Herbert B. Newberg, *Newberg on Class Actions*, § 11.26 (4th ed. 2002).

26 The parties also may, at the preliminary approval stage, request that the court provisionally
27 approve certification of the class—conditioned upon final approval of the settlement. As further
28

explained by Professor Newberg:

The strength of the findings made by a judge at a preliminary hearing or conference concerning a tentative settlement proposal ... may be set out in conditional orders granting tentative approval to the various items submitted to the court. Three basic rulings are often conditionally entered at this preliminary hearing. These conditional rulings may approve a temporary settlement class, the proposed settlement, and the class counsel's application for fees and expenses.

4 Newberg on Class Actions, at § 11.26. Indeed, “pre-certification settlements are routinely approved if found to be fair and reasonable.” *Wershba v. Apple Computer, Inc.*, 91 Cal. App. 4th 224, 240 (2001); *accord Dunk v. Ford Motor Co.*, 48 Cal. App. 4th 1794, 1803 (1996) (explaining that a settlement before any “adversary certification” may still be approved if a court is satisfied that it is “fair, adequate and reasonable”).

DISCUSSION

I. The Proposed Settlement Is Fair, Adequate, and Reasonable.

A. The Settlement Is Entitled to a Presumption of Fairness.

A trial court must determine and approve a class action settlement is fair to “prevent fraud, collusion or unfairness to the class” through settlement and dismissal of the class action.” *Consumer Advocacy Grp., Inc. v. Kintetsu Enters. of America*, 141 Cal. App. 4th 46, 60 (2006). Courts presume the absence of fraud or collusion in the negotiation of settlement unless there is evidence to the contrary. *Priddy v. Edelman*, 883 F.2d 438, 447 (6th Cir. 1989); *Mars Steel Corp. v. Continental Illinois Nat’l Bank & Trust Co.*, 834 F.2d 677, 682 (7th Cir. 1987); *In re Chicken Antitrust Litig.*, 560 F. Supp. 957, 962 (N.D. Ga. 1980). Indeed, a presumption of fairness exists where (i) the settlement is reached through arm’s length bargaining; (ii) investigation is sufficient to allow counsel and the court to act intelligently, (iii) counsel is experienced in similar litigation, and (iv) the percentage of objectors is small. *Wershba*, 91 Cal. App. 4th at 245 (citing *Dunk*, 48 Cal. App. 4th at 1802).

While the recommendations of counsel proposing the settlement are not conclusive, the Court can properly take them into account, particularly where counsel have conducted thorough investigation, are experienced with this type of litigation, and agreed to a resolution through arm's length negotiation. See Newberg on Class Actions, *supra*, at § 11.47; *National Rural Telecomms. Coop.*, 221 F.R.D. at 528 (“So long as the integrity of the arm's length negotiation process is preserved, however, a strong initial

1 presumption of fairness attaches to the proposed settlement ... and ‘great weight’ is accorded to the
2 recommendations of counsel, who are most closely acquainted with the facts of the underlying
3 litigation.”) (citations omitted). In such circumstances, courts do not substitute their judgment for that of
4 the proponents. *National Rural Telecomms. Coop. v. DIRECTV, Inc.*, 221 F.R.D. 523, 528 (C.D. Cal.
5 2004); *accord Hammon v. Barry*, 752 F. Supp. 1087 (D.D.C. 1990); *Steinberg v. Carey*, 470 F. Supp.
6 471 (S.D.N.Y. 1979); *In re Armored Car Antitrust Litig.*, 472 F. Supp. 1357 (N.D. Ga. 1979); *Sommers*
7 *v. Abraham Lincoln Federal Sav. & Loan Ass’n*, 79 F.R.D. 571 (E.D. Pa. 1978).

8 Here, both Plaintiffs’ counsel and Defendant’s counsel have a great deal of experience in wage
9 and hour class action litigation. Plaintiffs’ counsel have extensive class action and litigation experience
10 and have been approved as class counsel in numerous wage and hour class actions. Lee Decl. ¶¶ 2-5;
11 Declaration of Edward Choi (“Choi Decl.”) ¶¶ 3; Declaration of Dennis Hyun (“Hyun Decl.”) ¶¶ 3-6;
12 Marukyan Decl. ¶¶ 19-23. Each side has apprised the other of their respective factual contentions and
13 legal theories, and each side has considered the other’s contentions and theories. Defendant provided its
14 written policies and a sample of class pay and time data, among other things—enabling Plaintiffs to
15 assess the value of Class Members’ claims and further enabling negotiations to take place between the
16 Parties. Lee Decl. ¶ 8. As further discussed below, the settlement is the result of extensive arm’s length
17 negotiations between the Parties and their counsel. *Id.* ¶¶ 7-10.

18 **B. The Settlement Obtains an Excellent Result for Class Members.**

19 **1. The Settlement Amount Is Reasonable.**

20 The Agreement requires Defendant to pay \$275,000.00—or approximately \$308.72 gross, on
21 average, per Class Member. Lee Decl. ¶ 8. This amounts to approximately 21% of Defendant’s realistic
22 liability and is an excellent result for Class Members. *Id.*

23 To wit, Plaintiffs assert that Defendant failed to pay all minimum and overtime wages. Lee
24 Decl. ¶ 11. Plaintiffs contend that meal and rest period violations resulted in Labor Code section 226.7
25 penalties of an additional hour of regular rate wages. *Id.* Plaintiffs also assert that Defendant failed to
26 reimburse business expenses. *Id.* Plaintiffs also contend that underpaid wages resulted in Section 203
27 penalties of up to 30 days wages. *Id.* Moreover, Plaintiffs contend that class claims under Section 226(e)
28

1 result in a \$50 penalty for the first non-compliant wage statement to each Class Member and a \$100
2 penalty for each additional non-compliant wage statement to the Class Member, up to a maximum of
3 \$4,000 per class member. *Id.* Under PAGA, Plaintiff Williams contends that PAGA penalties under
4 Section 2699(f) also result in up to \$100 per pay period. *Id.*

5 Defendant contested the merits and denied it was liable at all. Lee Decl. ¶ 12. Moreover, even if
6 Plaintiffs prevailed on the merits, Defendant contested the extent of liability. *Id.* For example, with
7 respect to wage statement liability, Defendant contended that liability under Section 226(e) would be
8 subject to additional defenses requiring proof of injuries resulting from knowing and intentional
9 violations. *Id.* Likewise, with respect to minimum and overtime wage liability, Defendant contended that
10 it would not be subject to Section 203 penalties, based on a good faith defense that it maintained lawful
11 policies and was not aware of any off the clock work. *Id.* As for meal and rest period violations,
12 Defendant contended that (i) it had already paid an additional hour of wages for meal and rest period
13 violations and (ii) the claims were not suitable for class or representative action litigation because
14 Defendant maintained lawful policies. *Id.* Defendant also maintained lawful expense reimbursement
15 policies and would have contended that it was not aware of any expenses being incurred by its
16 employees. *Id.* Finally, with respect to PAGA penalties, Defendant contended that PAGA penalties in
17 any event be subject to discretionary reductions. *Id.*

18 While the Parties disagree on the application of the law to the facts, each Party recognized in
19 negotiations that, if taken to trial, the other Party would at least have reasonable arguments, such that the
20 Total Settlement Amount to which the Parties ultimately agreed was reasonable. Lee Decl. ¶ 13.
21 Ultimately, based on data available at mediation and extrapolated through May 31, 2022, Plaintiffs
22 argued that the potential total recovery amounted to approximately \$3,548,334.17—which included
23 approximately \$559,794.70 under Section 226.7, approximately \$561,294.27 in unpaid minimum and
24 overtime wages, approximately \$31,970.00 in unpaid business expenses, \$2,197,855.20 under Section
25 203, approximately \$197,600.00 under Section 226(e), and approximately \$4,288,900 under Section
26 2699(f). *Id.*

1 However, these figures are the soaking wet assuming 100% liability. Given that Defendant
2 maintained lawful policies regarding minimum and overtime wages, meal and rest periods, and business
3 expenses, Plaintiffs believe a 75% discount is realistic, for a total realistic exposure of \$288,219.74. Lee
4 Decl. ¶ 14. Moreover, as Defendant had a realistic potential to prevail on class certification and/or the
5 merits, given its lawful policies, Plaintiffs believe a similar 75% discount of the waiting time and wage
6 statement penalties is warranted, for a total of \$598,863.80. *Id.* Additionally, when plaintiffs have
7 prevailed at trial on PAGA claims, courts have routinely exercised their discretion to significantly
8 reduce the amount of PAGA penalties awarded to as little as \$5.00 per pay period. *See, e.g., Carrington*
9 *v. Starbucks Corp., et al.*, San Diego County Superior Court, Case No. 37-2014-00018637-CU-OE-CTL
10 (Apr. 3, 2017) (holding that the plaintiff was only entitled to collect the reduced penalty amount of \$5.00
11 for each pay period in which a meal period violation occurred; the plaintiff requested penalties in excess
12 of \$70 million and the court reduced the award, stating that awarding the maximum penalty would be
13 unjust, arbitrary, and oppressive based on the Defendant’s good faith attempts to comply with the law; in
14 fact, the trial court’s reduced award of \$150,000 was affirmed on appeal and reflected 0.2% of the total
15 recoverable penalties sought); *compare Fleming v. Covidien, Inc.*, 2011 WL 7563047, at *4 (C.D. Cal.
16 Aug. 12, 2011) (reducing PAGA penalties by 82%). In *Kaanaana v. Barrett Business Services, Inc.*, 29
17 Cal. App. 5th 778, 788, 809 (2018), the Court of Appeal took no issue with the trial court exercising its
18 discretion in slashing PAGA civil penalties for violations of Labor Code section 512 to 13% of the total
19 recoverable penalties.

20 As such, Plaintiffs believe a 90% reduction in PAGA penalties is warranted for a total realistic
21 exposure of \$428,890.00. Lee Decl. ¶ 15. As such, the total realistic exposure is \$1,315,973.54, which
22 is 21% of the realistic total exposure for damages, Labor Code and PAGA penalties. *Id.*

23 Numerous courts have held that Total Settlement Amounts of less than 20%—and as little as
24 8%—of a defendant’s potential exposure are fair and reasonable. *See, e.g., In re Mego Fin. Corp. Secs.*
25 *Litig.*, 213 F.3d 454, 459 (9th Cir. 2000) (holding that class action settlement recovering 16% of
26 potential exposure was fair and reasonable; “It is well-settled law that a cash settlement amounting to
27 only a fraction of the potential recovery does not per se render the settlement inadequate or unfair.”
28

1 Rather, the fairness and the adequacy of the settlement should be assessed relative to risks of pursuing
2 the litigation to judgment.”); *Bellinghausen v. Tractor Supply Co.*, 2015 WL 1289342, at *6 (N.D. Cal.
3 Mar. 20, 2015) (holding that class action settlement recovering between 8.5% and 25% of the
4 defendant’s potential exposure was fair); *Van Ba Ma v. Covidien Holding Inc.*, 2014 WL 2472316, at *3
5 (C.D. Cal. May 30, 2014) (acknowledging risks of continued litigation and granting preliminary
6 approval of wage and hour class action settlement obtaining 9.1% of projected damages); *Villegas v.*
7 *J.P. Morgan Chase & Co.*, 2012 WL 5878390, at *6 (N.D. Cal. Nov. 21, 2012) (holding that gross class
8 action settlement of approximately 15% of the potential recovery was fair and reasonable).

9 Although Plaintiffs and their counsel are confident that litigation of the claims would result in a
10 classwide judgment against Defendant, they recognize the inherent risks in litigation, including the
11 specific risks that class certification could be denied, liability could not be established at trial, or the
12 applicable law could change. Lee Decl. ¶ 10. The settlement for each participating Class Member is fair,
13 reasonable, and adequate, given the inherent risks of litigation, as well as the potential for appeals and
14 the costs of pursuing litigation. *Id.*

15 Class Members would not need to do anything to receive their share of settlement funds. This
16 eliminates any burden to Class Members who wish to participate in the class action settlement. Despite
17 the fairness of the settlement terms, should any Class Member wish to pursue his or her own case for the
18 claims proposed to be settled and released, each Class Member has the right to object or to submit a
19 request for exclusion (i.e., opt out) from the settlement.

20 **2. The Settlement Releases Are Appropriate.**

21 As discussed above, only Plaintiffs are subject to general releases. Agreement § 38. Settlement
22 Class Members are only subject to a release of claims during the Class Period that were pleaded in the
23 Actions or that could have been pleaded based on the facts alleged in the Actions. *Id.* § 1(ii). The PAGA
24 release similarly releases only claims during the PAGA Period for civil penalties pleaded in the Actions
25 or that could have been pleaded based on the facts alleged in the Actions. *Id.* § 1(jj).

26 Plaintiffs alleged targeted claims in the Actions, and any settlement releases also are specifically
27 tailored to the facts alleged. The settlement releases are thus appropriate. *E.g., Carter v. City of Los*
28

1 *Angeles*, 224 Cal. App. 4th 808, 820 (2014) (“A general release—covering ‘all claims’ that were or
2 could have been raised in the suit—is common in class action settlements.”). Moreover, the settlement
3 releases apply to claims arising during the Class Period only. Agreement ¶ 1(ii).

4 **3. The Class Notice Is Adequate.**

5 A court has broad discretion in approving appropriate class notice. Code Civ. Proc. § 1781; *Cartt*
6 *v. Superior Court*, 50 Cal. App. 3d 960, 973-74 (1975). Here, the Agreement requires Defendant to
7 provide to the Administrator each Class Member’s last known address, among other information (the
8 “Class Data”), within 23 days of a Preliminary Approval Order. Agreement § 23. Within 14 days of
9 receipt of the Class Data, the Administrator would mail the Notice of Class Action Settlement (“Class
10 Notice”) to each Class Member to provide notice of settlement via First Class U.S. Mail, using the last
11 known address for each Class Member, based on the Class List, or an updated address based on the
12 National Change of Address Database. *Id.* § 24(a). Any Class Notice returned to the Administrator as
13 undeliverable would be sent promptly via First Class U.S. Mail to the forwarding address affixed
14 thereto. *Id.* If no forwarding address is provided, the Administrator would promptly attempt to determine
15 the correct address using a single skip-trace search and then promptly send a single re-mailing within 5
16 days. *Id.* § 24(b).

17 The Class Notice accurately informs Class Members of the settlement and their rights.
18 Agreement Ex. A. For example, Class Members are informed of their rights to object or to opt out. The
19 Class Notice is adequate as it “present[s] a fair recital of the subject matter and proposed terms” of the
20 settlement. *E.g., Mendoza v. United States*, 623 F.2d 1338, 1351 (9th Cir. 1980) (quoting *Marshall v.*
21 *Holiday Magic*, 550 F.2d 1173, 1177 (9th Cir. 1977)).

22 **C. The Requested Payments and Allocations Are Reasonable.**

23 The Agreement provides for a Total Settlement Amount of \$275,000.00. Agreement § 1(rr).
24 From the Total Settlement Amount, attorneys’ fees will be no more than 33% of the Total Settlement
25 Amount (or \$90,750.00) and litigation costs of up to \$40,000. *Id.* § 15. The Class Representative
26 Awards will be no more than \$7,500.00 per Plaintiff for a total of \$15,000.00. Agreement § 16.
27 Administration Costs will be no more than \$9,550.00. *Id.* § 17. The PAGA Penalty Amount will be
28

1 \$50,000.00, and pursuant to statute, 75% of the PAGA Penalty Amount (or \$37,500.00) would
2 constitute the LWDA Payment, and 25% of the PAGA Penalty Amount shall be payable to PAGA
3 Employees on a pro rata basis. *Id.* §§ 18.

4 **1. Each Class Member, on Average, Would Receive Approximately \$308.72.**

5 It is expected that, on average, each Class Member would be allocated approximately \$308.72
6 (*after* all requested payments from the Total Settlement Amount). Lee Decl. ¶ 9. The amount paid on
7 average to each Class Member may increase, depending on how many Class Members opt out of the
8 class action settlement. *Id.* The amount actually paid to any Class Member may increase or decrease
9 depending on his or her number of relevant workweeks during the Class Period. *Id.*

10 After deducting any approved payments for an Attorneys' Fees and Costs Award, Class
11 Representative Award, Administration Costs, and PAGA Penalty Amount from the Total Settlement
12 Amount, the entire remainder would be allocated among Settlement Class Members on a pro rata basis,
13 based on the number of relevant workweeks they worked. Agreement § 19. 20% of these allocations
14 shall be classified for tax reporting purposes as wages, and 80% shall be classified as penalties and
15 interest. *Id.* § 32.

16 None of the settlement funds will revert to Defendant. *Id.* § 14. The principal for any uncashed
17 checks (upon the expiration date) would escheat to the State Controller Unclaimed Property Fund in the
18 name of the Class Member. *Id.* § 26.

19 **2. The Requested Attorneys' Fees and Costs Award Is Reasonable.**

20 California state and federal courts have recognized that an appropriate method for determining
21 award of attorneys' fees is based on a percentage of the total value of settlement benefits to Class
22 Members. *E.g., Serrano v. Priest*, 20 Cal. 3d 25, 34 (1977); *Wershba*, 91 Cal. App. 4th at 254; *Boeing*
23 *Co. v. Van Gemert*, 444 U.S. 472, 478 (1980); *Vincent v. Hughes Air West, Inc.*, 557 F.2d 759, 769 (9th
24 Cir. 1997). The purpose of the equitable doctrine is to "spread litigation costs proportionally among all
25 the beneficiaries so that the active beneficiary does not bear the entire burden alone" so as to avoid
26 unjust enrichment. *Vincent*, 557 F. 2d at 769.

1 Under California law, the award of attorneys’ fees in common fund wage and hour class action
2 settlements should start with the percentage method. *See Laffitte v. Robert Half Int’l*, 1 Cal. 5th 480, 503
3 (2016) (“We join the overwhelming majority of federal and state courts in holding that when class action
4 litigation establishes a monetary fund for the benefit of the class members, and the trial court in its
5 equitable powers awards class counsel a fee out of that fund, the court may determine the amount of a
6 reasonable fee by choosing an appropriate percentage of the fund created”). Under the percentage of the
7 fund method, a court’s objective remains to “mimic the market” in fixing a reasonable fee. *See Gaskill v.*
8 *Gordon*, 160 F.3d 361, 363 (7th Cir. 1998) (Posner, J.) (“When a fee is set by a court rather than by
9 contract, the object is to set it at a level that will approximate what the market will set The judge, in
10 other words, is trying to mimic the market in legal services.”).

11 Attorneys’ fees awards of 35% of the fund are within the expected range in the “market in legal
12 services. *See Fitzpatrick, An Empirical Study of Class Action Settlements and Their Fee Award*, 7 J.
13 Empirical Leg. Stud. 811, 833 (2010) (analyzing 444 cases between 2006-2007 and concluding that
14 “[m]ost fee awards were between 25 percent and 35 percent”). An attorneys’ fees award of 35% of the
15 fund mimics the market and “is supported by the fact that typical contingency fee agreements provide
16 that class counsel will recover 33% if the case is resolved before trial and 40% if the case is tried.”
17 *Fernandez v. Victoria Secret Stores LLC*, 2008 WL 8150856, at *16 n.59 (C.D. Cal. July 21, 2008)
18 (citing Brickman, *Effective Hourly Rates of Contingency-Fee Lawyers: Competing Data and Non-*
19 *Competitive Fees* (Fall 2003) 81 Wash U. L. Q. 653, 659 n. 11). Indeed, an attorneys’ fees award of 35%
20 of the fund is consistent with “empirical studies [that] show that ... fee awards in class actions average
21 around one-third of the recovery.” *Chavez v. Netflix, Inc.*, 162 Cal. App. 4th 43, 66 n.11 (2008).

22 Here, Plaintiffs will request an attorneys’ fees award of 33% of the Total Settlement Amount.
23 Further, the Parties have agreed to reimbursement of Class Counsel’s litigation costs. Class Counsel
24 have incurred costs at their own risk, for example, for filing the lawsuit, service of process, mediation
25 fees, and payment of other litigation related costs.

1 **3. The Proposed Class Representative Award Is Reasonable.**

2 Plaintiffs and proposed Class Representatives Moorer and Williams request a modest Class
3 Representative Award of \$7,500.00, each. The request is reasonable in light of the general release that
4 the Agreement requires of Plaintiffs but not of any other Class Member. Independently, the request is
5 appropriate in recognition of Plaintiffs’ efforts on behalf of the Class. Declaration of Chris Moorer
6 (“Moorer Decl.”) ¶¶ 3-6; Declaration of Fazon Williams (“Williams Decl.”) ¶¶ 2-3.

7 As Class Representatives, Plaintiffs have served the class and provided all necessary information
8 and evidence that resulted in this settlement. *Ibid.* Plaintiffs met and conferred with Class Counsel on a
9 number of occasions to discuss the case. *Ibid.* Plaintiffs provided information and documents to Class
10 Counsel and made himself available to answer any questions during litigation. *Ibid.* Ultimately,
11 Plaintiffs’ efforts secured an exceptional result for the Class.

12 In addition to the invaluable services that Plaintiffs provided, they assumed professional and
13 monetary risks in bringing their actions. Williams Decl. ¶ 4; Moorer Decl. ¶ 2. Because the alleged
14 claims involve the payment of costs to the prevailing party, Plaintiffs could have possibly faced paying
15 Defendant’s costs had Defendant prevailed in the action. Furthermore, Plaintiffs risk prejudice in the
16 future from other potential employers that may be less willing to hire individuals who filed suit against a
17 prior employer. Plaintiffs assumed these risks and the whole class benefited. Class Members did not
18 have to file individual lawsuits and bear the risks of payment of costs if they did not prevail, nor did they
19 have to face potential prejudice in future employment.

20 **4. The Administration Costs Are Reasonable.**

21 ILYM Group, a well-recognized class action settlement administrator, has quoted Administration
22 Costs not to exceed \$9,550.00 to send notices and administer the settlement. Agreement § 17. The
23 Administration Costs are reasonable and should be approved.

24 **II. The Class Meets All Requirements for Certification.²**

25 For purposes of settlement approval, a detailed analysis of the elements required for class
26 certification is not required. *Amchem Prods., Inc. v. Windsor*, 521 U.S. 620, 622-27 (1997). The trial

27 _____
28 ² Defendant expressly reserve its objections to class certification outside of the settlement context.

1 court can appropriately utilize a lesser standard of scrutiny to determine the propriety of a settlement
2 class as opposed to a litigation class. *Dunk*, 48 Cal. App. 4th at 1807 n.19; *see also Wershba*, 91 Cal.
3 App. 4th at 240 (explaining there is no “ironclad requirement” to conduct an evidentiary hearing to
4 satisfy the prerequisites for class certification). Because a settlement eliminates the need for a trial, when
5 considering whether to certify a settlement class, the court is not faced with the case management issues
6 present in certification of a litigation class. *Global Mins. & Metals Corp. v. Superior Court*, 113 Cal.
7 App. 4th 836, 859 (2003) (“[I]t is well established that trial courts should use different standards to
8 determine the propriety of a settlement class, as opposed to a litigation class certification. Specifically, a
9 lesser standard of scrutiny is used for settlement cases.”) (citing *Dunk*, 48 Cal. App. 4th at 1807 n.19).

10 Even under the standard applicable to litigation classes, the allegations in this lawsuit present
11 paradigmatic class action claims that satisfy the elements of class certification.

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

13 Class Members are identifiable from Defendant’s records. The class definition “is precise,
14 objective and presently ascertainable.” *Sevidal v. Target Corp.*, 189 Cal. App. 4th 905, 919 (2010).
15 Indeed, there are approximately 665 Class Members. Lee Decl. ¶ 9. Numerosity thus is sufficiently
16 established. *E.g., Rose v. City of Hayward*, 126 Cal. App. 3d 926, 934 (1981) (stating that “[n]o set
17 number is required as a matter of law for the maintenance of a class action” and citing examples in
18 which classes of 10—*Bowles v. Superior Court*, 44 Cal. 2d 574 (1955)—and of 28—*Hebbard v.*
19 *Colgrove*, 28 Cal. App. 3d 1017 (1972)—were upheld).

20 **B. The Class Establishes a Community of Interest.**

21 “The community of interest requirement involves three factors: ‘(1) predominant common
22 questions of law or fact; (2) class representatives with claims or defenses typical of the class; and (3)
23 class representatives who can adequately represent the class.’” *Linder v. Thrifty Oil Co.*, 23 Cal. 4th 429,
24 435 (2000).

25 **1. Plaintiffs’ Claims Are Typical of Those of the Class.**

26 Plaintiffs allege that Defendant, as a matter of their corporate policy, practice, or procedure,
27 failed to pay all minimum and overtime wages, provide meal and rest periods, reimburse business
28

1 expenses, and furnish unlawful wage statements. With respect to typicality, Plaintiffs—exactly like
2 other members of the Class—allege that they were not paid all overtime and minimum wages, denied
3 meal and rest periods, reimbursed business expenses, and furnished wage statements that failed to
4 accurately itemize and show hourly rates of pay, hours worked, gross wages earned, net wages earned,
5 and the name of the legal entity that was the employer. See Operative Complaint.

6 **2. Plaintiff’s Claims Raise Common Questions of Law and Fact.**

7 The typical claims raise questions of law and fact common to the class. *See Hanlon v. Chrysler*
8 *Corp.*, 150 F.3d 1011, 1019 (1998) (“The existence of shared legal issues with divergent legal factual
9 predicates is sufficient, as is a common core of salient facts couple with disparate legal remedies within
10 the class”). Commonality requires only that some common legal or factual questions exist; the plaintiffs
11 need not show that all issues in the litigation are identical. *See Richmond v. Dart Indus., Inc.*, 29 Cal. 3d
12 462, 473 (1981). Defendant’s conduct is central to the commonality inquiry. *See City of San Jose v.*
13 *Superior Court*, 12 Cal. 3d 447, 460 (1974); *Vasquez v. Superior Court*, 4 Cal. 3d 800, 812-13 (1971).
14 Where the employer’s conduct is uniformly directed at a class of employees, as it is here, the class wide
15 impact of the Defendant’s policies satisfies the commonality requirement. *See Stephens v. Montgomery*
16 *Ward & Co.*, 193 Cal. App. 3d 411, 421 (1987).

17 **3. Plaintiffs and Class Counsel Adequately Represent the Class.**

18 With respect to adequate representation, Plaintiffs do not have any interests adverse to the Class,
19 and no such issues have been raised or presented. Moorer Decl. ¶ 8; Williams Decl. ¶ 3. Plaintiffs have
20 taken all necessary steps to represent the interests of the Class, including by providing information and
21 documents to Class Counsel, making themselves available to discuss the claims, and answering any
22 questions. Moorer Decl. ¶¶ 2-5; Williams Decl. ¶ 3. Moreover, Plaintiffs are willing to devote their time
23 to the lawsuit for the benefit of the Class and to act as fiduciaries for the Class. *Id.* For such reasons,
24 Plaintiffs have adequately represented the Class Members and will continue to do so.

25 From the inception of the cases, Class Counsel have zealously represented the interests of the
26 Class. The settlement was obtained for the benefit of the Class, as opposed to the individual Class
27 Representatives. Class Counsel have been approved as class counsel in a number of prior cases, have
28

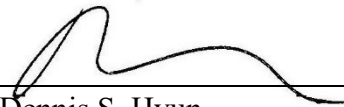
1 litigated numerous other class action cases, and are competent to represent the Class. Marukyan Decl. ¶¶
2 19-23; Lee Decl. ¶¶ 2-5; Hyun Decl. ¶ 6; Choi Decl. ¶ 3.

3 **CONCLUSION**

4 The proposed settlement would result in substantial monetary benefits to class members. It was
5 the result of informed, arm's length negotiations conducted by counsel experienced in wage and hour
6 class action litigation. Its terms appear to be fair, adequate, and reasonable, and there is no reason to
7 believe the proposal is outside the range of reasonableness for such a settlement. Accordingly, for the
8 benefit of the Class, Plaintiffs respectfully request that the Court (i) grant preliminary approval of the
9 settlement, (ii) approve and authorize the mailing of the proposed Class Notice, and (iii) schedule a Final
10 Approval Hearing.

11 DATED: December 4, 2024

HYUN LEGAL, APC

12 By: 
13 Dennis S. Hyun
14 Attorneys for Plaintiff Fazon Williams and the
15 Class
16
17
18
19
20
21
22
23
24
25
26
27
28

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8

STATE OF CALIFORNIA]
]ss.
COUNTY OF LOS ANGELES]

On December 4, 2024, I served the following document(s) described as:

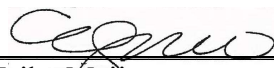
- 1. PLAINTIFFS' NOTICE OF MOTION AND MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT; MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT**
- 2. DECLARATION OF LARRY W. LEE IN SUPPORT OF PLAINTIFF'S MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**
- 3. DECLARATION OF DENNIS S. HYUN IN SUPPORT OF PLAINTIFF'S MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**
- 4. DECLARATION OF EDWARD W. CHOI IN SUPPORT OF PLAINTIFFS' MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**
- 5. DECLARATION OF ARMAN MARUKYAN IN SUPPORT OF PLAINTIFFS' MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**
- 6. DECLARATION OF FAZON WILLIAMS IN SUPPORT OF PLAINTIFFS' MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**
- 7. DECLARATION OF PLAINTIFF CHRIS MOORER IN SUPPORT OF PLAINTIFFS' MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**
- 8. [PROPOSED] ORDER GRANTING PLAINTIFFS' MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**

Alison M. Bernal Margaret A. Parker Nye, Stirling, Hale, Miller & Sweet, LLP	<i>Attorneys for Defendant Provantage Corporate Solutions, LLC</i>
--	--

33 West Mission Street, Suite 201 Santa Barbara, California 93101	alison@nshmlaw.com meg@nshmlaw.com lindsey@nshmlaw.com
Arby Aiwarzian Joanna Ghosh Arman Marukyan LAWYERS for JUSTICE, PC 410 West Arden Avenue, Suite 203 Glendale, California 91203	<i>Attorneys for Plaintiff Chris Moorer and the Class</i> joanna@calljustice.com arman@calljustice.com
John D. Bosco BOSCO BLESS PLLC 4034 Bishop Lane Dallas, Texas 75244	<i>Attorneys for Defendant Provantage Corporate Solutions, LLC</i> john@boscobless.com

 X BY ELECTRONIC SERVICE: Based on a court order I caused the above-entitled document(s) to be served through the ACE Attorney Service E-Filing System at the website www.efile.acelegal.com, addressed to all parties appearing on this proof of service for the above-entitled case. The service transmission was reported as complete and a copy of the filing receipt/confirmation will be filed, deposited, or maintained with the original document(s) in this office.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on December 4, 2024, at Los Angeles, California.



Erika Mejia