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individually and on behalf of all others similarly situated

IN THE SUPERIOR COURT OF CALIFORNIA

COUNTY OF BUTTE

SALVADOR ANTHONY RODRIGUEZ JR,
individually and on behalf of all others similarly
situated,

Plaintiff,

v.

RGIS, LLC AND WIS IVS, LLC; and DOES 1
through 100,

Defendants.

Case No. 23CV01731

**PLAINTIFF'S NOTICE OF MOTION AND
MOTION FOR PRELIMINARY
APPROVAL OF SETTLEMENT;
MEMORANDUM OF POINTS AND
AUTHORITIES; DECLARATION OF
MANNY STARR; DECLARATION OF
SALVADOR RODRIGUEZ; [PROPOSED]
ORDER**

Date: Wednesday October 30, 2024
Time: 9:00 AM
Dept: 6

TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE that on Wednesday October 30, 2024 at 9:00 AM or as soon
thereafter as the matter may be heard in Department 6 of the Butte County Superior Court located at
1775 Concord Avenue, Chico, CA 95928, Plaintiff Salvador Anthony Rodriguez Jr will and hereby
does move the court pursuant to Rule of Court 3.769(c) and seek an order for the following:

- (1) preliminarily approving the Class Action and PAGA Settlement;
- (2) provisionally certifying the following class for settlement purposes only: all current and
former non-exempt employees of Defendant who have worked in California at any time during the
Class Period, which is defined as June 29, 2019, through May 31, 2024;

1 (3) appointing Salvador Anthony Rodriguez Jr as the Class Representative and Frontier Law
2 Center as Class Counsel;

3 (4) finding on a preliminary basis that the settlement appears to be within the range of
4 reasonableness;

5 (5) approving the Notice of Proposed Class Action Settlement (“Notice Packet”) for the
6 Class Members and its concomitant distribution;

7 (6) appointing ILYM, Inc. as the Administrator; and

8 (7) setting the matter for a Final Approval hearing.

9 The Motion will be based on this notice, the Memorandum of Points and Authorities, the
10 declaration of Manny Starr which contains the Settlement Agreement and the proposed Notice
11 Packet, the declaration of Plaintiff Salvador Anthony Rodriguez Jr, pleadings on file, and arguments
12 at the hearing.

13
14 DATED: October 1, 2024

15 /s/ Manny Starr

16 MANNY STARR

17 Attorney for Plaintiff and the Class
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MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

This is a wage and hour class and PAGA action. Plaintiff Salvador Anthony Rodriguez Jr (“Plaintiff”) alleges that he worked as a non-exempt employee for Defendant WIS IVS, LLC, formerly RGIS, LLC, (“Defendant”) as an inventory counter.

Plaintiff alleges that Defendant violated the Labor Code by the following: Minimum Wage Violations; Overtime Violations; Meal Break Violations; Rest Break Violations; Work Expense Violations; Sick Pay Violations; Wage Statement Violations; and Waiting Time Penalties. Additionally, Plaintiff brought claims under the Unfair Competition Law and Private Attorney General Act for the aforementioned violations.

Prior to the mediation, the Parties engaged in the exchange of informal data and a study of the legal principles applicable to the claims asserted. Defendant produced Plaintiff’s punch records, wage statements, and personnel files, as well as a 20% sampling of time and payroll records for the class, and data around the total number of class members and pay periods involved.

The case was mediated with experienced employment law mediator, Lisa Klerman. With the mediator’s help the parties were able to reach a settlement in the case. The total Gross Settlement Amount is \$2.4 million. This is a **non-reversionary settlement**, and class members do not need to submit claims to receive payment.

II. BACKGROUND OF THE SETTLEMENT

On July 6, 2023, Plaintiff uploaded a PAGA letter to the LWDA website and sent the letter by certified mail to Defendant, alleging that Defendant violated the Labor Code with regard to minimum wage violations, overtime violations, meal break violations, rest break violations, wage statement violations, and waiting time penalties. (Declaration of Manny Starr in Support of Motion for Preliminary Approval (Starr Decl.), Ex. 1)

On June 29, 2023, Plaintiff filed the original class action complaint against Defendant, alleging minimum wage violations, overtime violations, meal period violations, rest period violations, wage statement penalties, waiting time penalties, and violation of Unfair Competition

1 Law. (Starr Decl., Ex. 2). On November 9, 2023, Plaintiff filed an amended complaint adding a
2 PAGA cause of action. (Starr Decl., Ex. 3).

3 Thereafter, the parties agreed to mediate the case with experienced employment law
4 mediator Lisa Klerman on April 11, 2024. (Starr Decl. ¶ 8). Prior to the mediation, Plaintiff
5 requested, and Defendant produced Plaintiff’s employee file, relevant company policies, and a 20%
6 sampling of time and payroll data. (Starr Decl. ¶ 9). The case ultimately settled at mediation for
7 \$2.4 million. (Starr Decl. ¶ 10). The fully executed settlement agreement is attached to the
8 Declaration of Manny Starr, Exhibit 4.

9 Leading up to the mediation, and further discussed during mediation, Plaintiff discovered
10 additional theories of liability, and further developed the facts and theories underpinning Plaintiff’s
11 existing claims. (Starr Decl. ¶ 12). During the negotiations, and ultimately as part of the settlement,
12 Plaintiff agreed to supplement his PAGA letter and amend his complaint to include these additional
13 facts and theories. (Starr Decl. ¶ 13). Thus, on May 10, 2024, Plaintiff sent a supplemental PAGA
14 letter alleging these additional violations (Starr Decl., Ex. 5.), and on June 27, 2024, Plaintiff sent a
15 second amended PAGA letter which provided further factual details in order to ensure that Plaintiff
16 properly exhausted the notice requirements under PAGA. (Starr Decl., Ex. 6.)

17 On September 26, 2024, Plaintiff filed a second amended complaint. (Starr Decl., Ex. 7.).
18 The second amended complaint expanded upon facts underpinning the previously alleged causes of
19 action, added new causes of action for Work Expense Violations and Sick Pay Violations, and
20 added additional theories under PAGA which incorporated all of the Labor Code violations alleged
21 in Plaintiff’s supplemental PAGA letters.

22 **a. Terms of the Settlement**

23 The Class consists of the following: “All current and former non-exempt California
24 employees of Defendant who worked during the Class Period [June 29, 2019 through May 31,
25 2024].” (Starr Decl., Ex. 4.). Based upon Defendant’s records, the number of Class Members is
26 approximately 7,219. (Starr Decl. ¶ 23).

27 The Gross Settlement amount is \$2,400,000. (Starr Decl., Ex. 4.). The payments to each
28 Class Member will depend on the number of pay periods worked by each Class Member during the

1 Class Period. *Id.* Additionally, \$120,000 is allocated to settle the PAGA claims, 75% of which will
2 be paid to the Labor and Workforce Development Agency (LWDA) and 25% of which will be
3 distributed to the Class Members. *Id.* In addition, \$800,000 (33 1/3% of the gross settlement) is
4 attributed to attorney fees, \$30,000 is attributed to costs, \$40,000 for settlement administration, and
5 \$10,000 is the requested class representative enhancement. *Id.* This means that of the \$2,400,000
6 gross settlement, after the deductions above, the net settlement amount is \$1,400,000. *Id.* The raw
7 average that each participating class member will receive is approximately \$193.93. *Id.*

8 **III. OVERVIEW OF THE APPROVAL PROCESS**

9 **a. Two-Step Approval Process**

10 A settlement of a class action lawsuit must be reviewed and approved by the Court. This is
11 done in two steps: (1) an early (preliminary) review by the trial court, and (2) a final review after
12 notice has been distributed to the class members for their comment or objections. The Manual for
13 Complex Litigation (Third) § 30.41 states:

14 If the preliminary evaluation of the proposed settlement does not disclose grounds to
15 doubt its fairness or other obvious deficiencies, such as unduly preferential treatment
16 of class representatives or of segments of the class, or excessive compensation for
17 attorneys, and appears to fall within the range of possible approval, the court should
18 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 Thus, the preliminary approval by the trial court is simply a conditional finding that the
20 settlement appears to be within the range of acceptable settlements. As Professor Newberg
21 commented, “The strength of the findings made by a judge at a preliminary hearing or conference
22 concerning a tentative settlement proposal may vary. The court may find that the settlement
23 proposal contains some merit, is within the range of reasonableness required for a settlement offer,
24 or is presumptively valid subject only to any objections that may be raised at a final hearing.” 4
25 Alba Conte & Herbert B. Newberg, *Newberg on Class Actions*, § 11.26 (4th ed. 2002).

26 **b. Conditional Certification is Appropriate**

27 The parties also may, at the preliminary approval stage, request that the court provisionally
28 certify a class—conditional upon final approval of the settlement. “Pre-certification settlements are

1 routinely approved if found to be fair and reasonable.” (*Wershba v. Apple Computer, Inc.* (2001) 91
2 Cal. App. 4th 224, 240; accord *Dunk v. Ford Motor Co.* (1996) 48 Cal. App. 4th 1794, 1803
3 (although the settlement was reached before any adversary certification, the court was satisfied that
4 it was fair, adequate and reasonable).

5 **IV. THE COURT SHOULD GRANT PRELIMINARY APPROVAL**

6 **a. The Settlement is Fair, Reasonable, and Adequate**

7 Courts presume the absence of fraud or collusion in the negotiation of settlement unless
8 evidence to the contrary is offered. (*Priddy v. Edelman* (6th Cir. 1989) 883 F.2d 438, 447; *Mars*
9 *Steel Corp. v. Continental Illinois Nat’l Bank & Trust Co.* (7th Cir. 1987) 834 F.2d 677, 682. Courts
10 do not substitute their judgment for that of the proponents, particularly where a settlement was
11 reached with the participation of experienced counsel familiar with the litigation. (*Nat’l Rural*
12 *Telecomms. Coop. v. DIRECTV, Inc.* (C.D. Cal. 2004) 221 F.R.D. 523, 528).

13 While the recommendations of counsel proposing the settlement are not conclusive, the
14 Court can take them into account, particularly where they were involved in discovery and
15 negotiations for some period of time, appear to be competent, have experience with this type of
16 litigation, and have exchanged evidence from the opposing party. *See Newberg on Class Actions*,
17 *supra*, at § 11.47; *Nat’l Rural Telecomms. Coop.*, *supra*, 221 F.R.D. at p. 528 (quoting *In re Paine*
18 *Webber Ltd. P’ships Litig.* (S.D.N.Y. 1997) 171 F.R.D. 104, 125 (“So long as the integrity of the
19 arm’s length negotiation process is preserved [] a strong initial presumption of fairness attaches to
20 the proposed settlement...[citations] and great weight is accorded to the recommendations of
21 counsel, who are most closely acquainted with the facts of the underlying litigation”)).

22 Here, both Plaintiff’s counsel and Defendant’s counsel have a great deal of experience in
23 wage and hour class action litigation, as demonstrated in the attached declaration. The settlement
24 for each Class Member is fair, reasonable, and adequate, given the inherent risks of litigation,
25 including the substantial risks relative to class certification, and the costs of pursuing such litigation,
26 discussed further below. (Starr Decl. ¶ 25). Of course, class members may still opt out of the
27 settlement, and the class members will be apprised of their right to attend the fairness hearing and
28 submit objections to the proposed settlement.

1 **b. The Proposed Settlement Meets the Kullar Factors**

2 As explained in *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal. App. 4th 116, 130, 133, a
3 class action settlement should be approved when the plaintiff has conducted discovery and the
4 settlement is reasonable in light of the strengths and weaknesses of the claims.

5 **1. Strengths and Weaknesses of the Claims**

6 Although Plaintiff's counsel believes the claims are meritorious, they are experienced and
7 realistic, and understand the possibility of non-certification on one or more of the theories alleged.
8 Plaintiff's counsel further recognizes that the outcome of a trial, and any appeal that could follow,
9 are inherently uncertain. These risks are compounded by the Supreme Court's holding in *Duran v.*
10 *U.S. Bank Nat'l Ass'n* (2014) 59 Cal.4th 1 (use of statistical evidence regarding certification).

11 **Off-the-Clock Work**

12 Defendant operated as an inventory counting service, sending employees to various
13 locations to perform inventory counts for clients. This business model necessitated significant travel
14 for employees, as they were required to go to different job sites rather than reporting to a fixed
15 workplace. Employees would typically meet at a designated location, such as the main office or a
16 predetermined meeting point, before carpooling together to the job site. The travel time could be
17 substantial, with some trips lasting several hours. Importantly however, Defendant contends that
18 employees were not required to carpool, were not required to travel in company vehicles, and could
19 have arrived at the start of their shift in any manner they pleased.

20 Nonetheless, Defendant had a policy of compensating employees for time spent travelling to
21 distant work locations when they carpooled. It is this policy that forms the primary basis for
22 Plaintiff's off-the-clock work claim. Specifically, Defendant would pay the driver of a carpool for
23 the entire travel time but would only start paying passengers after the first hour of travel.

24 Both parties agree that Defendant should not be liable to pay for drive time that is
25 considered an "ordinary commute." (*See Morillion v. Royal Packing Co.*, 22 Cal. 4th 575, 587, 995
26 P.2d 139 (2000), as modified (May 10, 2000). Indeed, there is a DLSE opinion letter on point.
27 (DLSE Opinion Letter, April 22, 2003, <https://www.dir.ca.gov/dlse/opinions/2003-04-22.pdf>).
28 According to the opinion letter, if employees do not have a particular work site and are always

1 traveling to different work sites to perform their duties, that travel time is not considered
2 compulsory travel time that needs to be paid, unless the travel time or commute is unreasonably
3 long. In such cases, if the commute extends into what is considered unreasonably long, then the
4 employer needs to pay for that travel time. However, the letter goes on to say that an employer only
5 has to pay the amount of compulsory travel time that's *above and beyond what is considered an*
6 *"ordinary commute."* Therein lies the dispute here.

7 First, Defendant argues that it need not pay for this commute time at all, because travelling
8 in these carpools, or even choosing these to work these shifts in the first place, is completely up to
9 the discretion of the employee. Second, Defendant argues that one hour each way could reasonably
10 be interpreted as the length of an ordinary commute. Plaintiff on the other hand alleges that a
11 reasonable commute time is 45 minutes each way, resulting in a disputed 15 minutes of off-the-
12 clock time, each way, or 30 minutes per shift. Assuming Plaintiff is successful in his argument that
13 an ordinary commute is no longer than 45 minutes, this would result in 277,053 hours of unpaid
14 drive time, or **\$4,881,673.86** in unpaid wages (i.e., maximum liability) based on the analysis
15 performed by Plaintiff's expert. (Starr Decl. ¶ 26).

16 On the other hand, a jury might agree with Defendant's contention that a one-hour commute
17 is reasonable, resulting in no damages. Further, Defendant might prevail in its alternative argument
18 that it was not required to pay for this time at all, given the voluntary nature of carpooling, again
19 resulting in no damage. Given these factors, the risk-adjusted maximum value of the off the clock
20 work claim is calculated at 20% of the total liability. This results in a risk-adjusted value of
21 $(\$4,881,673.86 \times 20\%)$ **\$976,334.77**. (Starr Decl. ¶ 27).

22 **Underpayment of Overtime, Sick Pay, and Break Premiums**

23 Under California law, the regular rate of pay must be used to calculate overtime pay (Labor
24 Code section 510), sick pay (Labor Code section 246(l)), and premium pay for missed meal and rest
25 breaks (*Ferra v. Loews Hollywood Hotel, LLC*, 11 Cal. 5th 858 (2021)). The regular rate must
26 include all non-discretionary compensation, including hourly wages, non-discretionary bonuses, and
27 certain other forms of compensation.
28

1 Initially, Plaintiff alleged that Defendant failed to include travel time pay in the calculation
2 of the regular rate. This theory was based on the preliminary impression that the travel time pay was
3 a form of non-discretionary compensation that should be included in the regular rate calculation.

4 However, upon further investigation and analysis, Plaintiff now understands the travel time
5 pay is directly tied to the hours spent driving and is therefore considered hours worked. As such,
6 this compensation is not a non-discretionary bonus or other form of pay that needs to be separately
7 factored into the regular rate calculation.

8 Since the above theory originally formed the basis for Plaintiff's overtime underpayment
9 theory, sick pay claim, and underpayment of premium pay theory, Plaintiff concludes that there is
10 no value to these claims. (Starr Decl. ¶ 28).

11 **Meal Break Claims**

12 Labor Code section 512 and the Wage Orders require employers to provide non-exempt
13 employees with meal periods of at least 30 minutes for work periods exceeding five hours, and a
14 second meal period for work periods exceeding 10 hours. These meal periods must be
15 uninterrupted, and employers must relieve employees of all duties, relinquish control over their
16 activities, and permit them a reasonable opportunity to take their full 30-minute break. If an
17 employer fails to provide a compliant meal period, they must pay the employee one additional hour
18 of pay at the employee's regular rate of compensation for each workday that the meal period is not
19 provided.

20 Plaintiff alleges that Defendant failed to provide compliant meal breaks to employees in the
21 following ways. First, Plaintiff alleges that employees were often required to continue working
22 through their entire shift without meal breaks due to understaffing and heavy workload. Second,
23 during long drives to remote job sites, Plaintiff alleges that employees were frequently required to
24 continue driving and/or eat while on the road to make it to the job sites on time.

25 Plaintiff's expert analyzed the liability relating to meal breaks in two ways – 1) assuming
26 that the drive time as described above is considered "hours worked" for purposes of meal break
27 timing ("Scenario 1"), and 2) assuming that the drive time is not considered hours worked for
28 purposes of meal break timing ("Scenario 2"). In analyzing the time records under Scenario 1,

1 Plaintiff's expert found that approximately 48.9% of meal breaks were noncompliant, resulting in
2 223,717 facially noncompliant meal breaks. When taking into account the 38,162 meal break
3 premiums Defendant already paid, Plaintiff's expert estimates **\$3,310,731** in damages with respect
4 to meal breaks under the Scenario 1 analysis. (Starr Decl. ¶ 29).

5 In analyzing the time records under Scenario 2, Plaintiff's expert found that approximately
6 13.3% of meal breaks were noncompliant, resulting in only 33,470 facially noncompliant meal
7 breaks. When taking into account the 38,162 meal break premiums Defendant paid, Plaintiff's
8 expert determined that Defendant paid more in meal break premiums than the number of facially
9 non-compliant meal breaks, resulting in **\$0** in meal break liability under the Scenario 2 analysis.
10 (Starr Decl. ¶ 30). Taking the raw average between the two damages figures above, Plaintiff
11 approximates **\$1,655,365** in meal break liability. (Starr Decl. ¶ 31).

12 Defendant denies any liability or wrongdoing of any kind. Defendant argues that meal break
13 compliance varied among employees and job sites, making class certification challenging.
14 Furthermore, Defendant argues that it is not required to police meal breaks, and that it made meal
15 breaks available, so Plaintiff's analysis of the records does not factor in those times when
16 employees chose not to take a meal break, or to take a late meal break, under their own volition, and
17 not at the direction of Defendant. Given these factors, the risk-adjusted maximum value of the meal
18 break claim is calculated at 33% of the total liability. This results in a risk-adjusted value of
19 $(\$1,655,365 \times 33\%)$ **\$546,270.45**. (Starr Decl. ¶ 32).

20 **Rest Break Claims**

21 Labor Code section 226.7 and the applicable Wage Order require employers to authorize
22 and permit employees to take rest periods based on the total hours worked daily at the rate of 10
23 minutes net per four hours or major fraction thereof. Employees must be relieved of all duties
24 during their rest breaks or be paid a premium at the regular rate of pay.

25 Similar to meal break violations, Plaintiff alleges that Defendant failed to provide compliant
26 rest breaks to the Class Members. As with meal breaks, Plaintiff's expert applied the Scenario 1 /
27 Scenario 2 analysis to rest breaks. Assuming the rest break violation rate matches the meal break
28 violation rate, approximately 48.9% of shifts had a rest break violation under Scenario 1, resulting

1 in 378,514 shifts with a rest break violation. Therefore, under Scenario 1, the total maximum
2 liability for rest break violations is calculated at **\$5,157,863**. (Starr Decl. ¶ 33). This figure takes
3 into account the \$1,515,385 that Defendant has already paid in rest break premiums. *Id.*

4 Under the Scenario 2 analysis, approximately 13.3% of shifts had a rest break violation,
5 resulting in 85,873 shifts with a rest break violation, resulting in \$1,170,157.96 in rest break
6 liability. However, as set forth above, Defendant paid \$1,515,385 in rest break premium pay during
7 the Class Period, once again suggesting that Defendant overpaid rest break premium pay, resulting
8 in **\$0** in rest break liability under the Scenario 2 analysis. (Starr Decl. ¶ 34). Taking the raw average
9 between the two damages figures above, Plaintiff approximates **\$2,578,931.50** in rest break liability.
10 (Starr Decl. ¶ 35).

11 Several factors suggest that this liability could be significantly further reduced. Rest break
12 violations are inherently more difficult to prove on a class-wide basis compared to meal break
13 violations, since Class Members do not clock in and out for rest breaks. Assessing rest break
14 liability would thus require talking to employees and making assumptions about rest break
15 noncompliance. As a result, class certification could ultimately be denied based on a finding that
16 individual questions predominate. For instance, employees may have different experiences
17 regarding rest breaks depending on their specific job duties, locations, or supervisors.

18 Additionally, Defendant maintains that it has compliant written rest break policies in place,
19 which could serve as evidence that the company made good faith efforts to provide proper rest
20 breaks, potentially reducing their liability. This is especially true in conjunction with the fact that
21 Defendant paid over \$1.5 million in rest break premium pay during the Class Period.

22 Finally, similar to the meal break defense, Defendant may argue that employees chose not to
23 take rest breaks or took them at different times under their own volition, not at the direction of
24 Defendant.

25 Given these factors, the risk-adjusted maximum value of the rest break claim is calculated at
26 15% of the total liability. This results in a risk-adjusted value of $(\$2,578,931.50 \times 15\%)$
27 **\$386,839.73**. (Starr Decl. ¶ 36).

28 ///

1 **Work Expense Violation**

2 Pursuant to Labor Code section 2802, an employer shall indemnify his or her employee for
3 all necessary expenditures or losses incurred by the employee in direct consequence of the
4 employee's discharge of his or her duties.

5 Here, Plaintiff alleges that he was required to pay out of pocket for gas and was required to
6 use his cell phone for work related purposes. Based on these theories on a class wide basis, the total
7 maximum liability for unreimbursed work expenses is calculated at **\$672,985**, assuming an
8 estimated \$5 per pay period in unreimbursed expenses. (Starr Decl. ¶ 37). However, several factors
9 suggest that this liability should be significantly reduced.

10 Initially, Plaintiff's theory centered on Defendant's failure to pay for gas during long-
11 distance travel. However, there is no legal requirement for employers to reimburse gas expenses for
12 commutes, and as previously discussed, there is a dispute as to in what scenario these drives could
13 be characterized as "work time" and therefore subject to expense reimbursement for gas.
14 Additionally, Defendant was paying for gas to the driver of a car when an employee drove a carpool
15 in their own vehicle. It is this scenario where Plaintiff can make the strongest case that an employee
16 is incurring a work related expense, but Defendant already pays for mileage in this scenario.

17 Additionally, while Plaintiff claims to have used his personal cell phone for work purposes,
18 he acknowledges that such use was infrequent. Moreover, Defendant had no written policy
19 requiring employees to use their personal cell phones for work-related purposes. This lack of a
20 formal requirement weakens the claim for cell phone expense reimbursement, particularly with
21 respect to class certification.

22 Given these factors, the risk-adjusted maximum value of the unreimbursed work expenses
23 claim is calculated at 10% of the total liability. This results in a risk-adjusted value of (\$672,985 x
24 10%) **\$67,298.50**. (Starr Decl. ¶ 38).

25 **Wage Statement Violations**

26 Labor Code section 226(a) requires employers to provide itemized wage statements to its
27 employees that identify accurate information regarding their compensation. Here, the wage
28 statement violations are entirely derivative of the unpaid time and meal and rest break violations.

1 According to Plaintiff's expert's analysis, there were 44,950 pay periods within the relevant
2 statutory period where there was one of the violations listed above. This results in **\$4,326,750** in
3 maximum liability relating to wage statement violations. (Starr Decl. ¶ 39).

4 However, because this claim is purely derivative, defeating liability on the underlying claim
5 also entirely defeats liability on the Wage Statement claim. Even if the underlying claim prevails,
6 Defendant could still counter that any alleged omission of information from the wage statements
7 was not knowing and intentional, which also result in no wage statement penalties. (*Harris v.*
8 *Vector Mktg. Corp.* (N.D. Cal. 2009) 656 F. Supp. 2d 1128, 1145-46 (summary adjudication
9 warranted on Section 226(e) claim where dispute existed as to whether plaintiff was independent
10 contractor, and record lacked evidence that conduct was knowing or willful). Given these factors,
11 the risk-adjusted maximum value of the wage statement violation claim is calculated at 10% of the
12 total liability. This results in a risk-adjusted value of ($\$4,326,750 \times 10\%$) **\$432,670**. (Starr Decl. ¶
13 40).

14 **Waiting Time Penalties**

15 Labor Code sections 201 and 202 require that an employer provide an employee with all
16 wages due and payable either: (a) immediately upon termination, or (b) within 3 days of the
17 employee's resignation. Labor Code section 203 provides that if an employer willfully fails to pay
18 wages owed in accordance with Labor Code sections 201 or 202, then the wages of the employee
19 continue as a penalty from the due date at the same rate until paid or until an action is commenced,
20 not to exceed thirty days.

21 As with wage statement violations, the waiting time penalties here are entirely derivative
22 from the off the clock and missed break allegations. Based on the data regarding the number of
23 Class Members who are no longer employed by Defendant, and the employees' average rates of
24 pay, Plaintiff's expert estimates the maximum liability for the 3,980 former employees to be
25 **\$16,833,709**. (Starr Decl. ¶ 41).

26 On the other hand, Defendant can defeat these claims if it defeats the underlying predicate
27 claims. In addition, much like with the wage statement claims, Defendant will likely argue that the
28 failure to pay was not willful, and that it disputes that any wages were due. Given these factors, the

1 risk-adjusted maximum value of the waiting time penalty claim is calculated at 10% of the total
2 liability. This results in a risk-adjusted value of (\$16,833,709 x 10%) **\$1,683,370.90**. (Starr Decl. ¶
3 42).

4 **PAGA Penalties**

5 In addition to the above claims brought on a class action basis, Plaintiff brought several
6 claims on a PAGA basis.

7 With respect to off the clock work, the maximum PAGA penalty is (\$100 x 62,844)
8 **\$6,284,400**. Similarly adjusted for risk as set forth above, the reasonable PAGA exposure for off the
9 clock work is (\$6,284,400 x 20%) **\$1,256,880**. (Starr Decl. ¶ 46).

10 With respect to meal break violations, the maximum PAGA penalty is (\$50 x 62,844)
11 **\$3,142,200**. Similarly adjusted for risk as set forth above, the reasonable PAGA exposure for meal
12 break violations is (\$3,142,200 x 33%) **\$1,036,926**. *Id.*

13 With respect to rest break violations, the maximum PAGA penalty is (\$100 x 62,844)
14 **\$6,284,400**. Similarly adjusted for risk as set forth above, the reasonable PAGA exposure for rest
15 break violations is (\$6,284,400 x 15%) **\$942,660**. *Id.*

16 With respect to the work expense claim, the maximum PAGA penalty is (\$100 x 62,844)
17 **\$6,284,400**. Similarly adjusted for risk as set forth above, the reasonable PAGA exposure for the
18 work expense claim is (\$6,284,400 x 10%) **\$628,440**. *Id.*

19 With respect to wage statement violations, the maximum PAGA penalty is (\$100 x 62,844)
20 **\$6,284,400**. Similarly adjusted for risk as set forth above, the reasonable PAGA exposure for wage
21 statement violations is (\$6,284,400 x 10%) **\$628,440**. *Id.*

22 With respect to waiting time penalties, the maximum PAGA penalty is (\$100 x 2,126)
23 **\$212,600**. Similarly adjusted for risk as set forth above, the reasonable PAGA exposure for waiting
24 time penalties is (\$212,600 x 10%) **\$21,600**. *Id.*

25 Plaintiff also brought the following claims on a PAGA only basis:

26 Failure to pay Plaintiff and the Aggrieved Employees on a weekly basis, failure to provide
27 Plaintiff and the Aggrieved Employees with one day's rest in seven, failure to maintain accurate
28 payroll records, failure to pay all wages due in a timely manner, unlawful collection or receipt of

1 wages paid to an employee, secretly paying a lower wage while purporting to pay the wage
2 designated by statute or contract, including paying a lower hourly rate for travel time, failure to
3 withhold from wages only those amounts authorized by law or expressly authorized in writing by
4 the employee, and failure to provide required notices of material terms of employment. These
5 claims are largely derivative of the claims set forth above. While these Labor Code sections come
6 with their own penalties, it is unlikely the Court would continue to stack these duplicative penalties.
7 Nonetheless, Plaintiff's expert conducted a post mediation confirmatory analysis of these additional
8 Labor Code claims and found violation rates to either be negligible or non-existent. (Starr Decl. ¶
9 52). For example, Plaintiff's expert found that only 3.8% of shifts contained gaps in time that could
10 arguably trigger a split shift premium, and less than .1% of shifts could arguably implicate the day
11 of rest violation. (Starr Decl. ¶ 53).

12 In sum, the total reasonable exposure for PAGA penalties is **\$4,748,946**. (Starr Decl. ¶ 54).
13 The trial court has the discretion to reduce PAGA penalties if, based on the facts and circumstances
14 of the case, to do otherwise would result in an award that is unjust, arbitrary and oppressive, or
15 confiscatory. (Lab. Code, § 2699(e)(2); see also *Delgado v. New Albertson's, Inc.*, 2010 WL
16 11507599 at *7 (C.D. Cal. March 15, 2010) (explaining that court's discretion to reduce penalties
17 under PAGA protects defendants from unconstitutionally excessive penalties).

18 PAGA penalties could potentially be reduced based on the above. The following are some
19 examples of PAGA awards which were awarded after an actual trial - in the matter of *Magadia v.*
20 *Wal-Mart Assocs.* (N.D. Cal. 2019) 384 F.Supp.3d 1058, while the trial court imposed substantial
21 PAGA penalties, it still represented reductions of 67% and 80% of the potential PAGA penalties.

22 Likewise, in the matter of *Parr v. Golden State Overnight*, Judge Carville of the Alameda
23 Superior Court assessed PAGA penalties upon the defendant of approximately 7% of the total
24 maximum penalties—again, this was only after plaintiff had prevailed at trial. (*Parr v. Golden State*
25 *Overnight Delivery Service, Inc.*, No. RG12-618103, 2014 WL 1199453 (July 10, 2014).)

26 Finally, in the case of *Carrington v. Starbucks Corp.*, 30 Cal. App. 5th 504, 528 (2018), the
27 court did not award the PAGA penalties requested by the plaintiff (\$70 million), but instead
28 determined based on the good faith attempts to comply with the law that penalties of only \$5 per

1 initial violation was appropriate because to award otherwise would be “unjust, arbitrary, and
2 oppressive.” In *Carrington*, the PAGA penalties awarded were \$200,000 for some 30,000
3 violations.

4 Furthermore, the stated purpose of PAGA is to punish and deter, and PAGA’s purpose is
5 effectuated by way of this settlement, with Defendant paying out a sum total of \$2,400,000 in
6 conjunction with this lawsuit. Therefore, the total amount attributed to PAGA penalties under this
7 settlement of \$120,000 is fair and reasonable. (Starr Decl. ¶ 55).

8 **2. Maximum Damages**

9 Based on the data provided, Plaintiff’s counsel’s expert estimated maximum total damages
10 and penalties (excluding PAGA penalties) as follows:

11 Off-the-Clock Work: \$4,881,673.86

12 Meal Break Violations: \$1,655,365

13 Rest Break Violations: \$2,578,931.50

14 Unreimbursed Work Expenses: \$672,985

15 Wage Statement Violations: \$4,326,750

16 Waiting Time Penalties: \$16,833,709

17 **Total Maximum Exposure: \$30,949,414.36**

18 As stated above, however, this theoretical maximum is based on the pleadings and does not
19 reflect Plaintiff’s likelihood of success on the merits, or the amount Plaintiff could reasonably
20 expect to recover at trial. Rather, the risk-adjusted values of the claims are a more accurate metric
21 when determining the fairness of this settlement, since this number takes into account Defendant’s
22 defenses and the risks Plaintiff would face at and leading up to trial. This risk-adjusted values of the
23 claims are as follows:

24 Off-the-Clock Work: \$976,334.77

25 Meal Break Violations: \$546,270.45

26 Rest Break Violations: \$386,839.73

27 Unreimbursed Work Expenses: \$67,298.50

28 Wage Statement Violations: \$432,670

1 Waiting Time Penalties: \$1,683,370.90

2 **Total Risk-Adjusted Value: \$4,092,784.36**

3 Thus, while the settlement of \$2,400,000 is approximately 7.8% of the theoretical maximum
4 liability based on the claims as plead, it represents approximately **59%** of the more realistic, risk-
5 adjusted value of the case – an excellent result. (Starr Decl. ¶ 43).

6 Numerous courts have held that gross settlements approximating between only 8 and 25% of
7 the defendant’s potential exposure are fair and reasonable. (*See, e.g., In re Mego Fin. Corp. Secs.*
8 *Litig.* (9th Cir. 2000) 213 F.3d 454, 459 holding that class action settlement recovering 16% of
9 potential exposure was fair and reasonable; “It is well-settled law that a cash settlement amounting
10 to only a fraction of the potential recovery does not per se render the settlement inadequate or
11 unfair.)

12 Rather, the fairness and the adequacy of the settlement should be assessed relative to risks of
13 pursuing the litigation to judgment”; *Bellinghausen v. Tractor Supply Co.*, (N.D. Cal. Mar. 20,
14 2015) No. 13-CV-02377-JSC, 2015 WL 1289342, at *6 (holding that class action settlement
15 recovering between 8.5% and 25% of the defendant’s potential exposure was fair); *Van Ba Ma v.*
16 *Covidien Holding Inc.*, (C.D. Cal. 2014) U.S. Dist. Ct. Case No. 8:12-cv-02161 (court granted
17 preliminary approval of wage and hour class settlement which obtained 9.1% of projected damages,
18 given the risks of continued litigation.)

19 Considering the general risks of litigation, such as the time-value of money, degradation of
20 witness memory over time, inability to find witnesses, etc., as well as the fact that Defendant
21 contends 90% of class members signed arbitration agreements, Plaintiff is confident that he has
22 achieved an excellent result for the class members. (Starr Decl. ¶ 44).

23 **c. Analysis of the Terms of the Settlement**

24 **1. Estimate of Class Members’ Recovery**

25 The amount allocated to each Class Member is based on the number of workweeks worked
26 during the Class Period. Based on the Net Settlement Amount of \$1,400,000 the average payment
27 for the class members is \$193.93, an excellent result given the challenges outlined above.¹

28

¹ Calculated by dividing the Net Settlement Amount by the number of class members. Actual

1 **2. Cy Pres Recipient**

2 Individual Settlement Payment checks issued to Participating Class Members shall remain
3 valid for a period of 120 calendar days after they issue. Uncashed checks will be sent to the
4 Controller of the State of California to be held pursuant to the Unclaimed Property Law, California
5 Code of Civil Procedure Section 1500 et seq. in the name of the individual to whom the uncashed
6 check was addressed, for the benefit of those individuals who did not cash their checks until such
7 time as they claim their property.

8 **3. Scope of Release**

9 The scope of the release, as listed below, is identified in the Settlement Agreement at section
10 (III)(I), as well as in the Notice Packet that will be sent to Class Members and is limited to the
11 claims in the complaint.

12 Release of Class Claims By Participating Class Members. Upon the Effective
13 Date, Defendant and the other Released Parties shall be entitled to a release from
14 the Plaintiff and the Class Members who do not opt, for all of the Released
15 Claims, defined below, which occurred during the Class Period. Plaintiff, and all
16 other Participating Class Members including, but not limited to, their heirs,
17 executors, attorneys, agents, representatives, successors, and assigns (“Releasing
18 Parties”), shall and will release Defendant and all of their respective former,
19 present, and future owners, parents, subsidiaries, shareholders, and related entities
20 and all of Defendant’s respective current, former, and future officers, directors,
21 supervisors, employees, representatives, members, managers, partners,
22 shareholders, joint venturers, accountants, insurers, representatives, agents,
23 predecessors, successors, and assigns (collectively, the “Released Parties”) from
24 the Released Claims means all claims for violations of the following Labor Code
25 sections, as well as civil penalties under PAGA, that were actually alleged or that
26 could have been alleged in the Action by Plaintiff, on behalf of the Class
27 Employees and the State of California, himself and the PAGA Employees for the
entire Class Period and the entire PAGA Period, as well as any and all wage and
hour claims and that were asserted or could have been asserted based on the
factual or legal allegations contained in Plaintiff’s June 29, 2023 Complaint, the
November 9, 2023 First Amended Complaint, and the September 2024 Second
Amended Complaint, arising at any time during the Class Period, including but
not limited to: (a) failure to pay all wages owed, whether due to alleged off the
clock work, failure to correctly calculate the regular rate or any other theory of
liability for the underpayment of the minimum wage or overtime (b) failure to
provide duty-free meal periods or pay premiums at the regular rate of pay in lieu
thereof; (c) failure to provide duty-free rest breaks or failure to pay premiums at
the regular rate of pay in lieu thereof; (d) failure to reimburse expenses; (e)
waiting time penalties; (f) failure to timely pay wages during employment; (g)
failure to provide accurate wage statements; (h) failure to provide sick pay and/or
pay it at the correct rate; (i) unfair business practices; (j) claims for the attorney’s

28 average recovery will vary based on each Class Members workweeks worked, as well as the
number of Class Members who opt out.

1 fees and costs incurred in the prosecution of this Action on behalf of the Class
2 Employees and PAGA Employees; (k) any other claims, remedies, penalties, or
3 interest that could have been plead based on the facts alleged in the Complaint;
4 and (l) all claims that Plaintiff, the Class Employees may have against the
5 Released Parties relating to: (i) the payment, taxation, and allocation of attorney's
6 fees and costs to Plaintiff's Counsel pursuant to this Settlement Agreement; and
7 (ii) the payment, taxation, and allocation of Plaintiff's Payment pursuant to this
8 Settlement Agreement. The release of the Released Claims shall be effective as to
9 the entire Class Period, defined above. It is the intent of the Parties that the
10 Judgment entered by the Court shall have full res judicata effect and be final and
11 binding upon Participating Class Members regarding the Released Claims.

12 Complete And General Release Of Claims By Plaintiff/Class Representative.

13 Plaintiff understands that he may hereafter discover facts in addition to or
14 different from those Plaintiff now knows or believes to be true with respect to the
15 subject matter of the Released Claims or claims not raised in the Action, but upon
16 the Effective Date, shall be deemed to have, and by operation of the contemplated
17 final judgment shall have, fully, finally, and forever settled and released any and
18 all of the Released Claims, as well as any other known or unknown claims that
19 were not raised in the Action. Plaintiff understands and agrees that he is releasing
20 all rights under section 1542 of the California Civil Code. Section 1542 provides
21 as follows:

22 A general release does not extend to claims that the creditor or
23 releasing party does not know or suspect to exist in his or her favor
24 at the time of executing the release and that, if known by him or
25 her, would have materially affected his or her settlement with the
26 debtor or released party.

27 Release of PAGA Claims By State of California and PAGA Employees. Upon the
28 Effective Date, Defendant and the other Released Parties shall be entitled to a
release from the Plaintiff, the LWDA, the state of California, and the PAGA
Employees, but not limited to, their heirs, executors, attorneys, agents,
representatives, successors, and assigns ("Releasing Parties"), shall and will
release Defendant and the Released Parties for the "PAGA Released Claims"
which includes: (a) all PAGA penalty claims alleged in Plaintiff PAGA letters as
well as his Second Amended Complaint, which seeks penalties under PAGA for
alleged violations of Labor Code sections 201, 201.3, 202, 203, 204, 204b, 210,
221, 223, 223.5, 224, 225.5, 226, 226.3, 226.7, 245.5, 246, 246.5, 247, 247.5,
248.5, 249, 510, 512, 516, 551, 552, 558, 1174, 1174.5, 1182.12, 1194, 1194.2,
1197, 1197.1, 1198, 2800, 2802, 2810.5, and 2699 et. seq., claims for violation of
the provisions of the applicable Wage Orders regarding minimum wage, overtime,
meal periods and rest periods, as well as allegations regarding the late payment of
wages during employment and of final wages, inaccurate wage statements, failure
to provide sick pay and/or pay it at the correct rate, and failure to reimburse
business expenses; (b) claims for the attorney's fees and costs incurred in the
prosecution of this Action on behalf of the PAGA Employees; (c) any other
claims for PAGA penalties that could have been plead based on the facts alleged
in the Action; and (d) all claims that Plaintiff, and/or the PAGA Employees may
have against the Released Parties relating to: (i) the payment, taxation, and
allocation of attorney's fees and costs to Plaintiff's Counsel pursuant to this
Settlement Agreement; and (ii) the payment, taxation, and allocation of PAGA
Payments pursuant to this Settlement Agreement. The Release Period shall be the
designated and court approved PAGA Period. The release of the PAGA Released
Claims shall be effective as to the entire PAGA Period defined above. It is the
intent of the Parties that the Judgment entered by the Court shall have full res

1 judicata effect and be final and binding upon Plaintiff, the state of California, the
2 LWDA and the PAGA Employees regarding the PAGA Released Claims.

3 **4. Notice to Class Members**

4 Within ten (10) business days after the Court grants preliminary approval of the Settlement,
5 Defendant shall provide to the Settlement Administrator the last-known contact information that it
6 has for the Class Members, including their full name, mailing addresses, telephone numbers, Social
7 Security numbers, start and end dates of employment, and the number of Pay Periods during the
8 Class Period and the Number of Pay Periods during the PAGA Period. (See Settlement Agreement
9 at section (III)(K)(1).

10 Within fourteen (14) calendar days after receiving the Class Data List from Defendant, the
11 Settlement Administrator shall mail the Class Notice to all identified Class Members via first-class
12 U.S. Mail, using the last known address information provided by Defendant, unless such address is
13 modified by any updated address information that the Settlement Administrator obtains in the
14 course of administration of the Settlement. The full text of the Class Notice is attached as Exhibit A
15 to the Settlement Agreement (attached as Exhibit 4 to the Starr Declaration). Prior to completing
16 this mailing, the Settlement Administrator shall perform a National Change of Address (“NCOA”)
17 search to confirm the validity of and update Class Members’ mailing addresses. (See Settlement
18 Agreement at section (III)(K)(2)).

19 If any Class Notice is returned as undeliverable with a forwarding address within thirty (30)
20 calendar days of the mailing of the Class Notice, the Settlement Administrator shall have five (5)
21 calendar days to re-mail the Class Notice to the forwarding address. If any Class Notice is returned
22 as undeliverable without a forwarding address within thirty (30) calendar days of the mailing of the
23 Class Notice, the Settlement Administrator shall have five (5) calendar days from receipt of the
24 returned Class Notice to search for a more current address for the Class Member and to re-mail the
25 Class Notice to the Class Member. This inquiry shall include a skip-trace search. (See Settlement
26 Agreement at section (III)(K)(3)).

27 The Class Notice shall provide that Class Members who do not want to participate in the
28 Settlement may exclude themselves by submitting a written request seeking to opt-out of the

1 Settlement to the Settlement Administrator not later than sixty (60) calendar days after the date that
2 the Settlement Administrator first mails the Class Notice.

3 **5. Tax Treatment of Settlement Amounts**

4 The Settlement provides that 20% of each Individual Settlement Payment shall be allocated
5 as payment for alleged unpaid wages, and 80% shall be allocated as alleged penalties and interest.
6 The Settlement Administrator will issue distribute appropriate IRS tax forms.

7 **6. Proposed Payment to Class Representative**

8 Plaintiff requests an individual enhancement payment of \$10,000, which will be discussed in
9 detail in the motion for final approval.

10 **7. Attorneys' Fees and Costs**

11 California state and federal courts have recognized that an appropriate method for
12 determining award of attorneys' fees is based on a percentage of the total value of benefits to class
13 members by the settlement. *Wershba v. Apple Computer, Inc.*, 91 Cal. App. 4th 224, 254 (2001);
14 *Serrano v. Priest*, 20 Cal. 3d 25, 34 (1977); *Boeing Co. v. Van Gemert*, 444 U.S. 472, 478 (1980);
15 *Vincent v. Hughes Air West, Inc.*, 557 F.2d 759, 769 (9th Cir. 1997). The purpose of this equitable
16 doctrine is to avoid unjust enrichment of counsel and to "spread litigation costs proportionally
17 among all the beneficiaries so that the active beneficiary does not bear the entire burden alone."
18 *Vincent*, 557 F.2d at 769. Thus, plaintiff requests \$800,000 (33 1/3% of the gross settlement) in
19 attorney fees. Plaintiff is also entitled to reimbursement of costs of suit, and therefore requests up to
20 \$30,000 in cost reimbursement. Plaintiff's requested fees and costs will be discussed more
21 thoroughly in the motion for final approval.

22 **8. Class Administration Costs**

23 Similarly, reimbursement of the settlement administrator's costs will be discussed in the
24 final approval motion. Currently, the Administration costs are estimated to be \$40,000 based on a
25 competitive bid from ILYM, Inc.

26 ///

27 ///

28 ///

1 **V. THE PROPOSED CLASS MEETS ALL CERTIFICATION REQUIREMENTS**

2 **a. The Class is Ascertainable and Sufficiently Numerous**

3 The Class that Plaintiff seeks to conditionally certify is ascertainable. “Class members are
4 ascertainable where they may be readily identified without unreasonable expense or time by
5 reference to official records.” (*Lee v. Dynamex, Inc.* (2008) 166 Cal. App. 4th 1325, 1334.)

6 Furthermore, the Class is sufficiently numerous. Courts generally find that numerosity is satisfied if
7 the class includes forty or more members. (*See Villalpando v. Excel Direct Inc.* (N.D. Cal. 2014)
8 303 F.R.D. 588, 605-606.)

9 **b. There Are Common Questions of Law and the Claims Are Typical**

10 The commonality requirement is met when there are questions of law and fact common to
11 the class. (*Hanlon v. Chrysler Corp.* (1998) 150 F.3d 1011, 1019 (“The existence of shared legal
12 issues with divergent legal factual predicates is sufficient, as is a common core of salient facts
13 couple with disparate legal remedies within the class”). Commonality requires only that some
14 common legal or factual questions exist; the plaintiff need not show that all issues in the litigation
15 are identical. (*See Richmond v. Dart Industries, Inc.* (1981) 29 Cal. 3d 462, 473 (1981) Where the
16 employer’s conduct is uniformly directed at a class of employees, as it is here, the class-wide
17 impact of the policies satisfies the commonality requirement. (*See Stephens v. Montgomery Ward &*
18 *Co.* (1987) 193 Cal. App. 3d 411, 421.)

19 The claims outlined above were arguably common to all class members, and Plaintiff was
20 subjected to the violations, satisfying the typicality requirement.

21 **c. Plaintiff and Plaintiff’s Counsel Adequately Represent the Class**

22 The adequacy requirement is also met. “Adequacy of representation depends on whether the
23 plaintiff’s attorney is qualified to conduct the proposed litigation and the plaintiff’s interests are not
24 antagonistic to the interests of the class.” (*McGhee v. Bank of Am.* (1976) 60 Cal.App.3d 442, 450.)
25 Correspondingly, Plaintiff does not have any interests adverse to the class.

26 As detailed in the attached declaration, Plaintiff’s counsel are experienced and well-
27 qualified class action attorneys who have settled a variety wage and hour matters. The work done to
28 prepare for the mediation was fastidious and methodical, which yielded a successful result.

1 **VI. LWDA HAS BEEN PROVIDED WITH NOTICE OF THIS MOTION**

2 Pursuant to Labor Code section 2699(s)(2), the proposed settlement of a PAGA claim “shall
3 be submitted to the agency at the same time that it is submitted to the court.” As such, this
4 settlement will be uploaded onto the LWDA website on the same day this motion is filed. (Starr
5 Decl. ¶ 56).

6 **VII. CONCLUSION AND ACTION REQUESTED**

7 Plaintiff submits that the proposed settlement is fair, adequate, and reasonable. It will result
8 in both substantial monetary benefits to Class Members and the PAGA portion of the settlement
9 will also benefit the State of California.

10 The settlement was reached after informed, extensive, and arms’ length negotiations
11 conducted by counsel for respective parties who are experienced in wage and hour class action
12 litigation, who were able to research the issues and develop a convincing damages model. Out of
13 the gross settlement of \$2,400,000, after the deductions for attorney fees, costs, settlement
14 administration, the PAGA allocation, and Plaintiff’s enhancement payment, a net settlement amount
15 of \$1,400,000 will be provided for the class members; a definite benefit. Plaintiff respectfully
16 requests the Court to grant the motion for preliminary approval, approve and authorize mailing of
17 the Notice Packet, set a date for the final approval hearing.

18
19 Date: October 1, 2024

FRONTIER LAW CENTER

20
21 /s/ Manny Starr
Manny Starr

22 Attorney for Plaintiff
23 Salvador Anthony Rodriguez Jr
24
25
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