Arby Aiwazian (SBN 269827)
Joanna Ghosh (SBN 272479)
Helene Mayer (SBN 332975)
LAWYERS *for* JUSTICE, PC
450 North Brand Blvd., Suite 900
Glendale, California 91203
Tel: (818) 265-1020 / Fax: (818) 265-1021

Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

HENRY CORLEW, 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,

Plaintiff,

vs.

SUPERIOR DUCT FABRICATION, INC., a California corporation; and DOES 1 through 100, inclusive,

Defendants.

Case No. 22STCV13075

Honorable Kenneth R. Freeman
Department 14

CLASS ACTION

PLAINTIFF'S NOTICE OF MOTION AND MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT; MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT THEREOF

Date:	March 25, 2025
Time:	11:00 a.m.
Department:	14
Complaint Filed:	April 18, 2022
FAC Filed:	September 4, 2024
Trial Date:	None Set

LAWYERS *for* JUSTICE, PC
450 North Brand Blvd., Suite 900
Glendale, California 91203

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

PLEASE TAKE NOTICE that on March 25, 2025 at 11:00 a.m., or as soon thereafter as the matter may be heard before the Honorable Kenneth R. Freeman in Department 14 of the Superior Court of the State of California, for the County of Los Angeles, 312 North Spring Street, Los Angeles, California 90012, Plaintiff Henry Corlew ("Plaintiff") will, and hereby does, move for an order:

- Granting preliminary approval of the proposed class action settlement described herein and as set forth in the parties' Class Action and PAGA Settlement Agreement ("Settlement," "Agreement," or "Settlement Agreement"), attached as "**EXHIBIT 1**" to the Declaration of Helene Mayer in Support of Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement;
- Certifying the proposed Class for settlement purposes;
- Appointing Henry Corlew as Class Representative;
- Appointing Arby Aiwazian, Joanna Ghosh, and Helene Mayer of Lawyers *for* Justice, PC as Class Counsel;
- Approving the proposed Notice of Class Action Settlement ("Class Notice"), attached as "**EXHIBIT A**" to the [Proposed] Order Granting Preliminary Approval of Class Action and PAGA Settlement, and directing the mailing thereof in accordance with the Settlement Agreement;
- Approving Phoenix Class Action Administration Solutions, as the Settlement Administrator; and
- Scheduling a hearing to consider final approval of the Settlement.

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

///

This motion is based upon the following memorandum of points and authorities; the Settlement Agreement; the Declarations of Proposed Class Counsel (Helene Mayer) and Proposed Class Representative (Henry Corlew) in support thereof; as well as the pleadings and other records on file with the Court in this matter, and such evidence and oral argument as may be presented at the hearing on this motion.

Dated: February 24, 2025

LAWYERS *for* JUSTICE, PC

By: Helene Mayer
Helene Mayer
Attorney for Plaintiff

LAWYERS *for* JUSTICE, PC
450 North Brand Blvd., Suite 900
Glendale, California 91203

LAWYERS *for* JUSTICE, PC
450 North Brand Blvd., Suite 900
Glendale, California 91203

TABLE OF CONTENTS

LAWYERS *for* JUSTICE, PC
450 North Brand Blvd., Suite 900
Glendale, California 91203

TABLE OF AUTHORITIES

Cases

Statutes

Other Authorities

Rules

LAWYERS *for* JUSTICE, PC
450 North Brand Blvd., Suite 900
Glendale, California 91203

MEMORANDUM OF POINTS AND AUTHORITIES

I. SUMMARY OF MOTION

Plaintiff Henry Corlew ("Plaintiff" or "Class Representative") seek preliminary approval of the Class Action and PAGA Settlement Agreement ("Settlement," "Agreement," or "Settlement Agreement") entered into by and between Plaintiff, individually and on behalf of all others similarly situated and other aggrieved employees, on the one hand, and Defendant Superior Duct Fabrication, Inc. ("Defendant"), on the other hand. Subject to approval by the Court, Plaintiff and Defendant (together, the "Parties") have agreed to settle the lawsuit for a Total Settlement Amount of $1,200,000.00.[1]

Plaintiff also seeks to provisionally certify the following Class for settlement purposes, which Defendant does not oppose: All current and former hourly-paid or non-exempt employees of Superior Duct Fabrication in California employed during the Class Period ("Class").[2] Class Members who do not submit a timely and valid Request for Exclusion from the Class Settlement ("Participating Class Member") will receive a *pro rata* share of the Net Settlement Amount ("Individual Class Payment"). The net payment of each Settlement Class Member's Individual Class Payment ("Individual Class Payment") will be distributed to Participating Class Members on a *pro rata* basis based upon any week during which a Class Member worked for Defendant for at least one day, during the Class Period ("Workweek").[3]

The Settlement, upon final approval by the Court and funding of the Total Settlement Amount, will operate to resolve the Released Class Claims of Plaintiff and Participating Class Members and the Released PAGA Claims of the State of California.[4]

---

[1] Settlement Agreement, attached as Exhibit 2 to Declaration of Helene Mayer ("Mayer Decl."), ¶ 1.45. Defendant represented that there were 52,950 Workweeks during the period from April 18, 2018 to August 16, 2023. Should the Workweeks during the Class Period increase by more than 10% of 52,950 (i.e., more than 5,295 Workweeks), Defendant shall increase the Total Settlement Amount on a pro-rata basis equal to the percentage increase in the number of Workweeks about 10% during the aforementioned period. Meaning Defendant will increase the Total Settlement Amount by the percentage amount above the 10% (e.g., if the number of workweeks during the aforementioned period increases by 11% to 58,775 workweeks, the Total Settlement Amount will increase by one percent (15). *Id.*, ¶ 8.

[2] *Id.*, ¶ 1.5.; "Class Period" is defined as the time period from April 18, 2018 through March 13, 2024. *See id.*, ¶ 1.12.

[3] *Id.*, ¶¶ 1.23 and 1.46.

[4] *See id.*, at ¶¶ 5.1 and 5.2, for the full scope of the "Released Class Claims;" *See id.*, at ¶ 5.3, for the full scope of the "Released PAGA Claims" and *id*. at ¶ 5.1 for the full scope of the "Released Parties."

LAWYERS *for* JUSTICE, PC
450 North Brand Blvd., Suite 900
Glendale, California 91203

II. PROCEDURAL HISTORY AND FACTUAL BACKGROUND

Defendant manufactures duct work and sheet metal products for the heating, ventilation, and the air conditioning industry. Defendant is headquartered in Pomona, California and manages four locations in the United States, including two locations in California, one in California and one in Camarillo. Plaintiff is a former employee of Defendant.

On April 18, 2022, Plaintiff filed the Class Action Complaint for Damages in the Superior Court for the County of Los Angeles, thereby commencing the above-captioned lawsuit.[5]

On June 30, 2022, Defendant filed a Notice of Removal, removing the Action from Superior Court of California, County of Los Angeles, to the United States District Court for the Central District of California.[6]

On August 2, 2022, Defendant filed a Notice of Motion and Motion to Dismiss Plaintiff's Complaint.[7] On October 5, 2022, Plaintiff filed a Notice of Motion and Motion to Remand.[8] On December 21, 2022, the Court issued a ruling: (1) granting Defendant's Motion to Dismiss without leave to amend as to Plaintiff's cause of action for untimely payment of wages, deeming this cause of action as arising out of a collective bargaining agreement, (2) denying Defendant's Motion to Dismiss with respect to Plaintiff's remaining causes of action, concluding that Plaintiff's remaining claims are not preempted by section 310 of the LMRA, and, (3) granting Plaintiff's Motion to Remand as to Plaintiff's remaining claims.[9] On April 24, 2023, Defendant filed its Answer to Plaintiff's Class Action Complaint for Damages.[10]

On September 6, 2023, Plaintiff provided written notice by certified mail to the LWDA and Defendant of the specific provisions of the California Labor Code that were alleged to be violated ("PAGA Notice").[11]

On August 26, 2024, Plaintiff sought leave to file a First Amended Complaint for Damages and Enforcement Under the Private Attorneys General Act, Cal. Lab. Code § 2698, *Et Seq*.

---

[5] Mayer Decl. ¶ 2.
[6] *Id.*, ¶ 3.
[7] *Id.*, ¶ 4.
[8] *Id.*, ¶ 5.
[9] *Id.*, ¶ 10.
[10] *Id.*, ¶ 11.
[11] *Id.*, ¶ 12, Exh. 1.

LAWYERS *for* JUSTICE, PC
450 North Brand Blvd., Suite 900
Glendale, California 91203

("Operative Complaint"), adding a PAGA cause of action. The Court granted Plaintiff leave to file the proposed First Amended Complaint on September 3, 2024, and Plaintiff filed the First Amended Complaint on September 4, 2024.[12]

Plaintiff's core allegations are that Defendant has violated California wage and hour law, including but not limited to laws set forth in the California Labor Code, by engaging in a uniform practice and procedure, with respect to Plaintiff, Class Members, and Aggrieved Employees of, *inter alia*, failing to pay all overtime and minimum wages, at all or at the correct rate of pay, failing to provide compliant meal and rest periods and associated premium pay, failing to timely pay wages during employment and upon termination of employment, failing to provide compliant wage statements, failing to maintain requisite payroll records, and failing to reimburse necessary business expenses, and thereby engaged in unfair business practices in violation of California Business and Professions Code section 17200, et seq. and conduct that gives rise to penalties pursuant to PAGA. Plaintiff contends that he, and the Class Members, are entitled to, *inter alia*, unpaid wages, penalties (including and not limited to, penalties pursuant to PAGA), and attorneys' fees and costs.[13]

The Parties have actively litigated the Action since it was commenced on April 18, 2022. On August 16, 2023, the Parties participated in arm's-length and informed negotiations with Steve Rottman, Esq. ("Mediator"), a respected mediator of complex wage and hour actions. With the aid of the Mediator's evaluation, the Parties ultimately reached the Settlement described herein to resolve the Actions in their entirety.[14]

III. SUMMARY OF THE SETTLEMENT TERMS

Under the terms of the Settlement, Defendant will pay a Total Settlement Amount of $1,200,000.00 to resolve the Action.[15] Subject to approval by the Court, the Net Settlement Amount will be calculated by deducting the following amounts from the Total Settlement Amount: (1) attorneys' fees in an amount not to exceed 33% of the Total Settlement Amount (i.e.,

[12] Mayer Decl., ¶ 13.
[13] *Id.*, ¶ 35.
[14] *Id.*, ¶ 30.
[15] Settlement Agreement, ¶ 1.45.

LAWYERS *for* JUSTICE, PC
450 North Brand Blvd., Suite 900
Glendale, California 91203

LAWYERS *for* JUSTICE, PC
450 North Brand Blvd., Suite 900
Glendale, California 91203

$396,000.00, if the Total Settlement Amount remains $1,200,000.00) ("Class Counsel Fees Payment") and litigation costs and expenses in an amount not to exceed $25,000.00 ("Class Counsel Litigation Expenses Payment") to Class Counsel; (2) Administration Expenses Payment, which are currently estimated not to exceed $10,000.00 to the Settlement Administrator ("Administration Expenses Payment"); (3) PAGA Penalties of $120,000.00 ("PAGA Penalties"); and (4) payment in the amount of up to $7,500.00 to Plaintiff ("Enhancement Award").[16] The Parties have agreed to retain Phoenix Class Action Administration Solutions, ("Phoenix" or "Settlement Administrator") to handle the notice and settlement administration process.[17]

The Parties have agreed that the Settlement Administrator will determine each Participating Class Member's share of the available Net Settlement Amount ("Individual Class Payment"), in accordance with the Settlement Agreement on a *pro rata* per Workweek basis, which will be adjusted after Final Approval to reflect the total Workweeks worked by the Participating Class Members.[18] The Parties have agreed that the Settlement Administrator will determine each Aggrieved Employees' share of the 25% share of the PAGA Penalties, in accordance with the Settlement Agreement on a *pro rata* per PAGA Pay Period basis.[19]

The Parties agree, for purposes of this Settlement, that Individual Class Payments will be allocated 20% to wages subject to withholdings and 80% to penalties and interest.[20] The Settlement Administrator will withhold the employee's share of taxes and withholdings with respect to the wages portion of the Individual Class Payments, and issue checks to Participating Class Members for their Individual Class Payments. Individual PAGA Payments to Aggrieved Employees will be allocated as 25% penalties and will not be subject to withholdings. Defendant will provide the funds for any employer-side taxes related to the Individual Class Payments.[21]

Individual Class Payment and Individual PAGA Payment checks shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided, and

---

[16] Settlement Agreement, ¶¶ 3.1, 3.2.1, 3.2.2, 3.2.3 and 3.2.5.
[17] *Id.*, ¶ 7.1.
[18] *Id.*, ¶ 3.2.4.
[19] *Id.*, ¶ 3.2.5.1.
[20] *Id.*, ¶ 3.2.4.3.
[21] *Id.*, ¶ 3.1.

thereafter, shall be cancelled.[22] Thereafter, leftover funds represented by cancelled Individual Class Payment and/or Individual PAGA Payment checks shall be transmitted to a Court-approved nonprofit organization or foundation consistent with California Code of Civil Procedure Section 384, subd. (b) ("Cy Pres Recipient") Legal Aid at Work.[23]

Any Class Member may request to be excluded from the Class Settlement by mailing a Request for Exclusion postmarked on or before the date that is 60 calendar days from the date of the initial mailing of the Class Notice by the Settlement Administrator ("Response Deadline").[24] Aggrieved Employees shall be bound to the PAGA Settlement irrespective of whether they exercise their option to opt out of the Class Settlement.[25]

Only Class Members who have not submitted a Request for Exclusion (i.e., Participating Class Members) may object to the Class Settlement by submitting an Objection to the Settlement Administrator prior to the Response Deadline or by presenting their verbal objections at the Final Approval Hearing.[26]

Each Class Member and Aggrieved Employee shall have until the Response Deadline to Challenge the number of Workweeks and/or PAGA Pay Periods (if any) allocated to the Class Member and/or Aggrieved Employee in the Class Notice.[27] The Class Member may challenge the allocation by communicating with the Administrator via email.[28] The Administrator must encourage the challenging Class Member to submit supporting documentation.[29]

IV. LEGAL STANDARD FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENTS

The settlement of a class action requires approval by the court. *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1800; Cal. Code Civ. Proc. § 1781(f). Courts review class action settlements in a two-step process: (1) an earlier conditional review by the court; and (2) a later

---

[22] Settlement Agreement, ¶ 4.4.1.
[23] *Id.*, ¶ 4.4.3.
[24] *Id.*, ¶¶ 1.43 & 7.5.1.
[25] *Id.*, ¶ 7.5.1.
[26] *Id.*, ¶ 7.7.2.
[27] *Id.*, ¶ 7.6.
[28] Ibid.
[29] Ibid.

LAWYERS *for* JUSTICE, PC
450 North Brand Blvd., Suite 900
Glendale, California 91203

detailed review after the period during which notice is distributed to class members for their comments or objections. Conte & Newberg, *Newberg on Class Actions* § 11.24 (4th Ed. 2002). Preliminary approval of a settlement does not require a court to make a final determination that the settlement is fair, reasonable, and adequate. Rather, that decision is made at the final approval stage. Cal. R. Ct. 3.769(g).

In considering a potential class settlement, a court need not reach any ultimate conclusions on the issues of fact and law which underlie the merits of the dispute and need not engage in a trial on the merits. See *City of Detroit v. Grinnell Corporation* (2d Cir. 1974) 495 F.2d 448, 456; *Officers for Justice v. Civil Service Commission of City and County of San Francisco* (9th Cir. 1982) 688 F.2d 615, 625. Neither formal notice nor a hearing is required for the trial court to grant provisional class certification and preliminary approval; the court may grant such relief upon an informal application by the settling parties and may conduct any necessary hearing in court or in chambers, at the court's discretion. *Newberg,* § 11.25.

V. THE COURT SHOULD PRELIMINARILY APPROVE THE SETTLEMENT

The trial court has broad discretion to determine whether a proposed settlement is fair under the circumstances of the case. *Dunk*, 48 Cal.App.4th at 1800. To make this fairness determination, courts must consider several relevant factors, including "the strength of the Plaintiff's case, the risk, expense, complexity and likely duration of further litigation, the risk of maintaining class action status through trial, the amount offered in settlement, the extent of discovery completed and the stage of the proceedings, the experience and view of counsel, the presence of a governmental participant, and the reaction of the class members to the proposed settlement." *Dunk*, 48 Cal.App.4th at 1801. "The list of factors is not exclusive and the court is free to engage in a balancing and weighing of the factors depending on the circumstances of each case." *Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 245. Furthermore, courts must give "proper deference to the private consensual decision of the parties." *Hanlon*, 150 F.3d at 1027 (citation omitted).

The proponent of the settlement has the burden to show that it is fair and reasonable. *Wershba*, 91 Cal.App.4th at 245. "A presumption of fairness exists where: (1) the settlement is

LAWYERS *for* JUSTICE, PC
450 North Brand Blvd., Suite 900
Glendale, California 91203

LAWYERS *for* JUSTICE, PC
450 North Brand Blvd., Suite 900
Glendale, California 91203

reached through arm's-length bargaining; (2) investigation and discovery are sufficient to allow counsel and the court to act intelligently; (3) counsel is experienced in similar litigation; and (4) the percentage of objectors is small." *Id.*; *Dunk*, 48 Cal.App.4th at 1802; *7-Eleven Owners for Fair Franchising v. Southland Corp.* (2000) 85 Cal.App.4th 1135, 1151.

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

The Parties have actively litigated the Action since it commenced on April 18, 2022. Both sides investigated the veracity, strength, and scope of the claims throughout the case, and Class Counsel was actively preparing the matter for class certification and trial.[30]

Class Counsel conducted significant investigation and formal and informal discovery regarding the facts of the case, including and not limited to, the exchange, review, and analysis of a large volume of documents and data from Plaintiff, Defendant, and other sources.[31] The volume of data and documents that Class Counsel reviewed and analyzed included and was not limited to: a sampling of Class Members' time and payroll data, Plaintiff's personnel records, Defendant's Employee Handbook, earning statements, Pay Summaries, Notice to Employee as to Change in Relationship, Separation Notice, Employment Application, Timecard Reports, company policy acknowledgements, job descriptions, Defendant's operations and employment practice, policies, and procedures, among other information and documents.[32] Class Counsel had the opportunity to interview Plaintiff and other Class Members to gather facts and to identify potential witnesses. In addition, Class Counsel has extensive experience in California wage-and-hour class actions.[33]

The Parties engaged in extensive settlement negotiations and participated in a full-day mediation, conducted by Steve Rottman, Esq., a well-respected mediator experienced in mediating complex labor and employment matters.[34] In the course of the litigation and in connection with the mediation and settlement discussions, the Parties exchanged extensive information and engaged in discussions regarding their evaluations of the case and various aspects of the case, including but

[30] Mayer Decl., ¶ 31.
[31] Ibid.
[32] Ibid.
[33] *Id.*, ¶¶ 24-28.
[34] *Id.*, ¶ 30.

not limited to, the risks and delays of further litigation, including the risks to the Parties of proceeding with class certification and/or representative adjudication, the law relating to off-the-clock theory, arbitration agreements, regular rate, meal and rest periods, PAGA representative actions, and state wage-and-hour law and enforcement, as well as the evidence produced and analyzed, and the possibility of appeals, among other things.[35] During all settlement discussions, the Parties conducted their negotiations at arm's length in an adversarial position.[36] Arriving at a settlement that was acceptable to all Parties was not easy. Both sides felt strongly about their ability to prevail at certification and at trial.[37] After conducting investigations, formal and informal discovery and exchange of information, extensive settlement negotiations, and with the aid of the mediator's evaluation, the Parties have agreed that the matter is well-suited for settlement given the legal issues relating to Plaintiff's principal claims, as well as the costs and risks to both sides that would attend further litigation.[38]

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

The Settlement represents a fair, reasonable, and adequate resolution of the matter.[39] The Settlement was calculated using the information and data uncovered during litigation, case investigation, and the informal exchange of information.[40] The Settlement takes into account the potential risks and rewards inherent in any case and, in particular, in the matter at issue. Moreover, considering all of the facts and circumstances of the case, the Settlement represents a fair, reasonable, and adequate recovery for the Class.[41]

Assuming that the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Enhancement Award, PAGA Penalties, and Administration Expenses Payment are approved by the Court and paid in the full amounts provided for by the Settlement, the Settlement provides for a Net Settlement Amount that is currently estimated to be $641,500.00.[42] Additionally, 25% of the PAGA Penalties (i.e., Individual PAGA Payment), which is $30,000.00

---

[35] Mayer Decl., ¶ 30.
[36] Ibid.
[37] Ibid.
[38] Ibid.
[39] Ibid.
[40] Ibid.
[41] Ibid.
[42] *Id.*, ¶ 15.

LAWYERS *for* JUSTICE, PC
450 North Brand Blvd., Suite 900
Glendale, California 91203

LAWYERS *for* JUSTICE, PC
450 North Brand Blvd., Suite 900
Glendale, California 91203

out of $120,000.00, will be distributed to the Aggrieved Employees. The entire Net Settlement Amount will be fully paid out to the Participating Class Members, in accordance with the Settlement Agreement.

The amount of each Participating Class Member's Individual Class Payment and each Aggrieved Employees' Individual PAGA Payment will be calculated based on his or her Workweeks and/or PAGA Pay Periods during the Class Period and PAGA Period, respectively.[43] "An allocation formula need only have a reasonable, rational basis [to warrant approval], particularly if recommended by experienced and competent class counsel." *In re American Bank Note Holographics, Inc., Securities Litigation* (S.D.N.Y. 2001) 127 F.Supp.2d 418, 429-30. Here, the allocation is reasonably related to the number of Workweeks and/or PAGA Pay Periods actually worked for Defendant during the relevant period and should be approved.

In light of the foregoing considerations, Class Counsel believes that the Settlement as a whole is fair, reasonable, and adequate, and is in the best interest of the Class Members, Aggrieved Employees, and the State of California.[44] Although the recommendations of Class Counsel are not conclusive, the Court can properly take the recommendations into account, particularly if Class Counsel appears to be competent, and has experience with this type of litigation, and investigation have been completed, as is the case here. *Newberg*, §11.47. Accordingly, the Court should grant preliminary approval of the Settlement.

C. <u>The Settlement Is of Significant Value.</u>

Pursuant to *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, the Parties conducted extensive formal and informal discovery and exchanged a large volume of documents, data, and information prior to mediation.[45] The information that Class Counsel obtained from Plaintiff, Defendant, and other sources allowed Class Counsel to develop valuation models in order to evaluate the potential value and merit of the claims, and perform a complete evaluation of Defendant's defenses thereto.[46] As outlined in the Declaration of Helene Mayer, Class Counsel

---

[43] Settlement Agreement, ¶¶ 1.23 & 1.24.
[44] Mayer Decl., ¶ 41.
[45] *Id.*, ¶ 31.
[46] *Id.*, ¶ 39.

performed an extensive analysis of each and every claim pursuant to *Kullar* prior to entering into the Settlement.[47]

VI. CERTIFICATION OF THE CLASS IS APPROPRIATE

The requisites for establishing class certification are met, and the Parties have stipulated to conditional certification of the Class for settlement purposes only.[48] California Code of Civil Procedure Section 382 "authorizes class actions when the question is one of a common or general interest, of many persons, or when the Parties are numerous, and it is impracticable to bring them all before the court." *Sav-On Drug Stores, Inc. v. Superior Court* (2004) 34 Cal.4th 319, 326. California courts certify class actions where the Plaintiff identifies "both [1] an ascertainable class and [2] a well-defined community of interest among class members." *Id.*

A. The Class Is Ascertainable and Sufficiently Numerous.

"Ascertainability is required in order to give notice to putative class members as to whom the judgment in the action will be *res judicata*." *Hicks v. Kaufman & Broad Home Corp.* (2001) 89 Cal.App.4th 908, 914. "A class is ascertainable if it identifies a group of unnamed Plaintiffs by describing a set of common characteristics sufficient to allow a member of that group to identify himself or herself as having a right to recover based on the description." *Bartold v. Glendale Federal Bank* (2000) 81 Cal.App.4th 816, 828. The proposed Class must also be sufficiently numerous. *Linder v. Thrifty Oil Co.* (2000) 23 Cal.4th 429, 435; s*ee also Rose v. City of Hayward* (1981) 126 Cal.App.3d 926, 934-35 (indicating that a class of 30 to 40 individuals satisfies the numerosity requirement as joinder is not practical at that point). The Class here is estimated to be approximately 476 individuals, which is sufficiently numerous.[49] Further, all Class Members can and will be identified by Defendant to the Settlement Administrator through a review of Defendant's employment records regarding hourly-paid or non-exempt employees of Defendant in California during the Class Period. As such, the Class is ascertainable.[50]

///

---

[47] Mayer Decl., ¶ 39.
[48] Settlement Agreement, ¶ 2.7.
[49] Mayer Decl. ¶ 21.
[50] *Id.*, ¶ 20.

LAWYERS *for* JUSTICE, PC
450 North Brand Blvd., Suite 900
Glendale, California 91203

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

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

Here, common issues of law and fact predominate as to each of the claims alleged and asserted in the Action. Based on the documents and information obtained through formal and informal discovery and exchange of information in the case, Plaintiff contends that Class Members performed similar job duties and were subject to uniform operations and employment policies, practices, and procedures during the Class Period, including payroll and recordkeeping practices.[51] As a result, Plaintiff claims that all of the Class Members were uniformly not paid all compensation due to them from Defendant during the time period at issue. Plaintiff maintains that the outcome of this litigation would be determined by Defendant's alleged uniform operations and employment policies and procedures that applied across its hourly-paid or non-exempt employees who worked in California during the Class Period.

As a member of the Class who was subject to these same policies, practices, and procedures, Plaintiff's claims are typical of the Class. Moreover, Plaintiff has no interests adverse to the Class. Plaintiff has taken steps to initiate and maintain this action and to ensure that it comes to a fair and reasonable resolution.[52] Importantly, Plaintiff has retained a law firm well-versed in

[51] Mayer Decl., ¶ 22.
[52] Declaration of Henry Corlew in Support of Plaintiff's Motion for Preliminary Approval of Class Action Settlement ("Corlew Decl."), ¶ 7.

LAWYERS *for* JUSTICE, PC
450 North Brand Blvd., Suite 900
Glendale, California 91203

wage and hour class actions, which has at all times represented the best interests of Plaintiff and the Class.[53]

Accordingly, the proposed Class shares a community of interest, and the Court should certify the Class for settlement purposes only.

VII. APPOINTMENT OF CLASS COUNSEL AND ALLOCATION FOR CLASS COUNSEL FEES PAYMENT AND CLASS COUNSEL LITIGATION EXPENSES PAYMENT

Class Counsel has litigated the matter for over two years and was actively preparing the matter for class certification and trial.[54] The ongoing work has been extensive, demanding, and ultimately successful in achieving a substantial settlement resolution. Class Counsel reviewed a large volume of documents and data and also interviewed and obtained information from Plaintiff and other percipient witnesses, researched applicable law, undertook damages/valuation calculations, and met and conferred with Defendant's counsel regarding the pleadings and the production of documents and data prior to the mediation.[55] Counsel for the Parties also undertook extensive settlement discussions, which included participating in mediation.[56] Class Counsel is well-experienced in wage-and-hour class action litigation and used that experience to obtain a great result for the Class.[57]

The Settlement establishes a Total Settlement Amount of $1,200,000.00, and provides for Class Counsel to apply to the Court consisting of attorneys' fees in an amount of not more than 33% of the Total Settlement Amount (i.e., $396,000.00 if the Total Settlement Amount remains $1,200,000.00), and reimbursement of actual costs and expenses in an amount up to $25,000.00.[58] The attorneys' fees provided for by the Settlement are commensurate with: (1) the risk that Class Counsel took in bringing and litigating the case, (2) the extensive time, effort and expense that Class Counsel dedicated to the case, (3) the skill and determination that Class Counsel has shown,

---

[53] Mayer Decl., ¶ 24.
[54] *Id.*, ¶ 30.
[55] *Id.*, ¶ 31.
[56] *Id.*, ¶ 30.
[57] *Id.*, ¶ 29.
[58] Settlement Agreement, ¶ 3.2.2.

LAWYERS *for* JUSTICE, PC
450 North Brand Blvd., Suite 900
Glendale, California 91203

(4) the results that Class Counsel has achieved throughout the litigation, (5) the value of the Settlement that Class Counsel has achieved for the Class Members, and (6) the other cases that Class Counsel had to turn down in order to devote its time and efforts to this matter. The proposed Class Notice provides Class Members that an award of the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment will be sought and the amount allocated toward the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment by the Settlement.[59]

Trial courts have "wide latitude" in assessing the value of attorneys' fees and their decisions will "not be disturbed on appeal absent a manifest abuse of discretion." *Lealao v. Beneficial Cal., Inc.* (2000) 82 Cal.App.4th 19, 41. Indeed, it is long settled that the "experienced trial judge is the best judge of the value of professional services rendered in his court." *Ketchum v. Moses* (2001) 24 Cal.4th 1122, 1132. California law provides that attorney fee awards should be equivalent to fees paid in the legal marketplace to compensate for the result achieved and risk incurred. *Laffitte v. Robert Half Int'l, Inc.* (2016) 1 Cal.5th 480, 503 citing *Lealao*, 82 Cal.App.4th at 48-49. In *Lealao*, the court held that, when an action leads to a recovery that can be "monetized" with a reasonable degree of certainty, the trial court should "ensure that the fee awarded is within the range of fees freely negotiated in the legal marketplace in comparable litigation." *Lealao*, 82 Cal.App.4th at 50.

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

Historically, courts have awarded fees as high as fifty percent (50%) of the settlement, depending on the circumstances of the case. *Newberg*, § 14.03; *see also In re Ampicillin Antitrust Litig.* (D.D.C. 1981) 526 F.Supp. 494 (awarding attorneys' fees in the amount of 45% of the $7.3

[59] Settlement Agreement, Exh. A.

LAWYERS *for* JUSTICE, PC
450 North Brand Blvd., Suite 900
Glendale, California 91203

million settlement); *Beech Cinema, Inc. v. Twentieth-Century Fox Film Corp.* (S.D.N.Y. 1979) 480 F.Supp. 1195 (awarding approximately 53% of the settlement as attorneys' fees). California courts routinely approve class action attorneys' fee awards "averag[ing] around one-third of the recovery." *Chavez v. Netflix, Inc.* (2008) 162 Cal.App.4th 43, 66 n.11 (lower court found 20 to 40 percent range of contingency fee in marketplace was appropriate in class actions); see also *Estrada v. Dr. Pepper/Seven-Up*, Los Angeles County Superior Court Case No. BC262247 (May 2005) (wage and hour); *Moore v. IKEA*, Los Angeles County Superior Court Case No. BC263646 (Sept. 2006) (wage and hour).

Class Counsel has borne all of the risks and costs of litigation and will not receive any compensation until recovery is obtained.[60] Class Counsel will provide extensive evidence as to the time worked, litigation efforts, and further argument at the time of filing Plaintiff's Motion for Final Approval of the Settlement and application for the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment at the Final Approval Hearing. Considering the work performed and the risks incurred, the attorneys' fees provided for by the Settlement are well within the range of reasonableness for preliminary approval.

VIII. THE PROPOSED CLASS NOTICE IS ADEQUATE

California statutory authority and case law vests the Court with broad discretion in fashioning appropriate class notice. See Cal. Code Civ. Proc. § 1781; *Cartt v. Superior Court* (1975) 50 Cal.App.3d 960, 973-74. A class notice is adequate if it "present[s] a fair recital of the subject matter and proposed terms" of the Settlement. *Mendoza v. United States* (9th Cir. 1980) 623 F.2d 1338, 1351 (quoting *Marshall v. Holiday Magic* (9th Cir. 1977) 550 F.2d 1173, 1177). "Sufficient information about the case should be provided to enable class members to make an informed decision about their participation." *Manual for Complex Litigation* § 21.311 at 413 (4th ed. 2004).

The proposed Class Notice describes the Settlement, the deadlines and procedures to submit an Objection to the Class Settlement, submit a Request for Exclusion from the Class Settlement, and/or dispute regarding Workweeks and/or PAGA Pay Periods, and the date and time

[60] Mayer Decl., ¶ 16.

LAWYERS *for* JUSTICE, PC
450 North Brand Blvd., Suite 900
Glendale, California 91203

set for the Final Approval Hearing.[61] The proposed Class Notice summarizes the proceedings to date and the terms and conditions of the Settlement in an informative and coherent manner.[62] The proposed Class Notice recognizes that the Court has not yet granted final approval of the settlement.[63] The proposed Class Notice also apprises the Class Members and Aggrieved Employees of, *inter alia*, how their Individual Class Payment and, if applicable, Individual PAGA Payment is calculated and the number of Workweeks and/or PAGA Pay Periods credited to them.[64] The proposed Class Notice fulfills the requirement of neutrality in notice procedure. *Newberg*, at § 8.39.

Thus, the proposed Class Notice satisfies all due process requirements and complies with the standards of fairness, completeness, and neutrality. Fed. R. Civ. P. 23(c)(2) and 23(e); *Newberg*, §§ 8.21, 8.39; *Manual*, §§ 21.311, 21.312; see also *Cartt*, *supra*, 50 Cal.App.3d at 960. Accordingly, the Court should approve the proposed Class Notice.

IX. APPOINTMENT OF THE SETTLEMENT ADMINISTRATOR

The Parties have selected Phoenix Class Action Administration Solutions as the Settlement Administrator. Within 14 calendar days after receiving the Class Data, the Administrator will send to all Class members identified in the Class Data, via first-class United States Postal Service ("USPS") mail, the Class Notice.[65] No later than three business days after the Administrator's receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall conduct a Class Member Address Search, and remail the Class Notice to the most current address obtained.[66] In the case of a re-mailed Class Notice, the Response Deadline will be extended an additional 14 calendar days beyond the 60 calendar days.[67] The Administrator will receive and process Requests for Exclusion, Objections, or disputes regarding Workweeks.[68] In addition, the Settlement Administrator will be responsible for printing, distributing, and tracking Class Notices

[61] Settlement Agreement, Exh. A.
[62] Ibid.
[63] Ibid.
[64] Ibid.
[65] Ibid.
[66] Ibid.
[67] *Id.*, ¶ 7.4.4.
[68] *Id.*, ¶¶ 7.5-7.7.

LAWYERS *for* JUSTICE, PC
450 North Brand Blvd., Suite 900
Glendale, California 91203

and other documents for the Settlement; calculating and distributing payments due under the Settlement; issuing of 1099 and W-2 IRS Forms and all required tax reporting, filings, withholdings, and remittances; providing necessary reports and declarations; and other duties and responsibilities to process the Settlement and as requested by the Parties.[69] The Settlement Administration Costs are currently estimated to be $10,000.00 and will be paid out of the Total Settlement Amount, subject to approval by the Court.[70] Accordingly, Plaintiff respectfully requests that the Court appoint Phoenix, as the Settlement Administrator and direct the mailing of the Class Notice to the Class Members and Aggrieved Employees in the manner outlined and based on the proposed deadlines as described herein and set forth in the Settlement Agreement.

X. CLASS REPRESENTATIVE ENHANCEMENT AWARD

Plaintiff respectfully requests that the Court appoint him as the Class Representative and preliminarily approve the Enhancement Award in an amount up to $7,500.00.[71] It is within the Court's discretion to award payment to a Class Representative for her efforts and work. *Vranken v. Atlantic Richfield Co.* (N.D. Cal. 1995) 901 F.Supp. 294, 299. The factors that courts may consider in determining whether to make an Enhancement Award include: (1) the risk to the Class Representative in commencing suit, both financial and otherwise; (2) the notoriety and personal difficulties encountered by the Class Representative; (3) the amount of time and effort spent by the Class Representative; (4) the duration of the litigation; and (5) the personal benefit (or lack thereof) enjoyed by the Class Representative as a result of the litigation. *Id.*

The Enhancement Award is fair and appropriate. Plaintiff spent considerable time and effort to produce relevant documents and past employment records and to provide the facts and evidence necessary to attempt to prove the allegations.[72] Plaintiff was available whenever Class Counsel needed him and actively tried to obtain and provide information that would facilitate the pursuit of class and PAGA claims.[73] Accordingly, it is appropriate and just for Plaintiff to receive

---

[69] Settlement Agreement, ¶ 3.2.
[70] *Id.*, ¶ 3.2.3.
[71] *Id.*, ¶ 3.2.1.
[72] Mayer Decl., ¶ 17; Corlew Decl., ¶¶ 3-4.
[73] Mayer Decl., ¶ 17; Corlew Decl., ¶¶ 3-5.

LAWYERS *for* JUSTICE, PC
450 North Brand Blvd., Suite 900
Glendale, California 91203

an Enhancement Award for their services on behalf of the Class, Aggrieved Employees, and the State of California, in addition to her individual settlement payment.

XI. CONCLUSION

For the foregoing reasons, Plaintiff respectfully requests that the Court grant Preliminary Approval of the Settlement; conditionally certify the Class for settlement purposes; appoint Lawyers *for* Justice, PC as Class Counsel; appoint Plaintiff Henry Corlew as Class Representative; appoint Phoenix as Settlement Administrator; preliminarily approve the allocations for Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment, Enhancement Award, PAGA Penalties, and Administration Expenses Payment; approve the proposed Class Notice; direct the Settlement Administrator to undertake the notice and settlement administration process in conformity with the deadlines and procedures provided by the Settlement Agreement; and to schedule a Final Approval Hearing to take place in approximately 6 months.

Dated: February 24, 2025

LAWYERS *for* JUSTICE, PC

By: Helene Mayer
Helene Mayer
Attorney for Plaintiff

LAWYERS *for* JUSTICE, PC
450 North Brand Blvd., Suite 900
Glendale, California 91203