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

ANGELINA FAGUNDO, an individual, on
behalf of herself and others similarly
situated,

Plaintiff,

vs.

NORTH COAST OPPORTUNITIES, INC. a
California corporation; and DOES 1 through
50, inclusive,

Defendants.

Case No.: 23CV00840

CLASS ACTION

Assigned for All Purposes To:
Hon. Ann Moorman

**MEMORANDUM OF POINTS AND
AUTHORITIES IN SUPPORT OF
PLAINTIFF'S MOTION FOR
PRELIMINARILY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

*[filed concurrently with Plaintiff's Notice of
Motion and Motion; Declaration of Enoch J.
Kim; Declaration of Angelina Fagundo and
Jodey Lawrence; and [Proposed] Order]*

Date: June 13, 2025

Time: 9:30 a.m.

Dept.: E

Original Complaint Filed: September 6, 2023
First Amended Complaint: November 13, 2023
Trial Date: None Set

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1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. INTRODUCTION**

3 Plaintiff Angelina Fagundo (“Plaintiff”) seeks preliminary approval of a putative class and
4 representative action settlement with North Coast Opportunities, Inc. (“Defendant”) (Plaintiff and
5 Defendant are collectively referred to herein as “the Parties”) on behalf of herself and a proposed
6 class of all non-exempt, hourly individuals employed by Defendant, who did not sign an arbitration
7 agreement with Defendant, in California during the Class Period, which is September 6, 2019,
8 through April 7, 2025 (“Class” or “Class Members”). After participating in mediation, the Parties
9 reached a settlement in the gross amount of \$575,000.00 to resolve the foregoing action, subject to
10 this Court’s final approval.

11 Pursuant to California Rules of Court 3.769(d) and (e), Plaintiff respectfully requests that
12 this Court grant preliminary approval of the proposed settlement agreement between the Parties,
13 the terms of which are set forth in the Class Action and PAGA Settlement Agreement (“Settlement
14 Agreement” or “Settlement”). (See Declaration of Enoch J. Kim (“Kim Decl.”), Exhibit 1). The
15 Settlement Agreement was reached after the Parties engaged in informal discovery and
16 investigation, participated in mediation with a skilled mediator, and negotiated at arms-length
17 through experienced counsel on both sides.

18 As discussed below, the proposed Settlement Agreement satisfies all criteria for preliminary
19 approval under California law, falls well within the range of reasonableness, and is in the best
20 interests of the Class. Accordingly, Plaintiff respectfully requests that the Court: (1) grant
21 preliminary approval of the Settlement; (2) conditionally grant certification of the proposed Class
22 solely for the purposes of Settlement, (3) approve the appointment of Phoenix Settlement
23 Administrators (“Phoenix”) as Settlement Administrator, (4) authorize the Settlement
24 Administrator to send the Notice of Class Action and PAGA Settlement (“Class Notice”), attached
25 to the Settlement Agreement as Exhibit A, to the Class Members, (5) appoint Plaintiff as the Class
26 Representative and Plaintiff’s Counsel as Class Counsel, (6) and schedule a final fairness and
27 approval of settlement hearing.

II. STATUS OF THE LITIGATION

A. Procedural History

Plaintiff worked as an hourly-paid, non-exempt employee for Defendant and seeks to represent approximately 265 current and former non-exempt employees employed by Defendant in California at any time during the Class Period, and 346 Aggrieved Employees who worked at any time during the PAGA Period.¹ (Kim Decl., ¶ 3.) Defendant is a non-profit Community Action Agency doing business in Lake and Mendocino Counties. (*Id.*) On September 6, 2023, Plaintiff Angelina Fagundo commenced a Class Action by filing a Complaint alleging eleven causes of action against Defendant for (1) Failure to Pay Minimum Wages, (2) Failure to Pay Wages and Overtime Under Labor Code § 510, (3) Meal Period Liability under Labor Code § 226.7, (4) Rest-Break Liability under Labor Code § 226.7, (5) Violation of Labor Code § 226(a), (6) Violation of Labor Code § 221, (7) Violation of Labor Code § 204; (8) Violation of Labor Code § 203, (9) Failure to Reimburse Necessary Business Expenses under Labor Code § 2802, (10) Failure to Maintain Records Required under Labor Code §§ 1174, 1174.5, and (11) Violation of Business & Professions Code § 17200 *et seq.* (the “Action”). (Kim Decl., ¶ 4.)

Plaintiff submitted a PAGA notice (LWDA-CM-979783-23) to the Labor and Workforce Development Agency (“LWDA”) on September 5, 2023. (Kim Decl., ¶ 5.) On November 13, 2023, Plaintiff filed her First Amended Complaint (“Operative Complaint”), which added claims for penalties under PAGA, Labor Code §2698. (*Id.*)

Plaintiff contends that Defendant failed to pay all wages due and owing by requiring off the clock work and unlawfully rounding time, failing to pay overtime, failing to provide meal and rest breaks, failing to furnish accurate wage statements, failing to timely pay wages including final wages, failing to maintain accurate records, and failing to reimburse necessary business expenses. (*Id.* at ¶ 6.)

B. Investigation

Before filing the lawsuit, Class Counsel conducted a thorough investigation and researched

¹ 216 employees signed valid arbitration agreements and therefore there are more PAGA Members than Class Members.

1 the facts and circumstances underlying the pertinent issues and applicable law. (*Id.* at ¶ 7.) This
2 required thorough discussions and interviews between Class Counsel and Plaintiff, in addition to
3 the above-described research into the various legal issues involved in the case. (*Id.*) After filing the
4 lawsuit, Class Counsel conducted a thorough investigation of the facts and claims giving rise to the
5 action, including (1) conducting informal discovery and meeting and conferring with defense
6 counsel about same; (2) reviewing and analyzing records and data, as well as employment-related
7 policies; (3) reviewing Plaintiff's personnel file and other documentation; (4) interviewing Plaintiff
8 regarding potential Class Members; (5) researching the applicable law and potential defenses; (6)
9 constructing damage models based on interpretations of California law and the facts and numbers
10 provided by Defendant; and (7) reviewing information provided by Defendant in response to
11 informal discovery and in advance of the mediation. (*Id.*) The Parties conducted their own
12 evaluations of the potential recoveries based on the claims alleged in the Action, including
13 consulting experts. (*Id.*)

14 Defendant, for its part, vigorously contested liability, the amount of claimed damages, and
15 the propriety of class certification. (*Id.* at ¶ 8.) After analyzing the relevant documents and other
16 gathered data, Class Counsel believed that this case was appropriate for resolution via mediation.
17 (*Id.*) Given the high level of risk present for both sides, the Parties elected to mediate Plaintiff's
18 claims and explore the possibility of settlement. (*Id.*)

19 **C. Settlement Efforts**

20 On February 6, 2025, the Parties participated in an all-day mediation with Todd Smith, Esq.,
21 a respected and highly experienced mediator in wage and hour class actions, and were able to reach
22 an agreement on general settlement terms. (Kim Decl., ¶ 9.) During mediation, counsel for Plaintiff
23 and Defendant discussed all aspects of the case, including the risks of continued litigation and the
24 risks to both parties of proceeding with a class certification motion, as well as the law relating to
25 unpaid wages, meal periods, rest periods, wage statements, and final pay. (*Id.*) Following a full day
26 of mediation, the Parties agreed to general settlement terms to resolve the lawsuit. (*Id.*) The Parties
27 continued to work together on a long-form settlement agreement following mediation, which
28 resulted in the Settlement Agreement now before the Court for approval. (*Id.*)

1 From Class Counsel’s review of the facts, strengths, and weaknesses of the case, and the
2 risks and delays posed by further litigation, Class Counsel believes that the recovery for each Class
3 Member is fair and reasonable taking into consideration the risks of further litigation, the possibility
4 of losing class certification and/or dispositive motions, and the reasonable tailoring of each Class
5 Member’s claim to the settlement award he or she will receive. (*Id.* at ¶ 10.) Further, the Settlement
6 Agreement was the product of a non-collusive settlement process in which the Parties were forced
7 to make significant compromises in the interest of reaching a full and complete settlement of the
8 lawsuit. (*Id.*)

9 **III. SETTLEMENT AGREEMENT AND ACCOMPANYING DOCUMENTS**

10 **The Class/Class Period and Aggrieved Employees/PAGA Period:** The Settlement
11 Agreement defines the “Class” as “all non-exempt, hourly individuals employed by Defendant,
12 who did not sign an arbitration agreement with Defendant, in California during the Class Period ,”
13 which is September 6, 2019, through April 7, 2025. ² (Kim Decl., Exhibit 1, Settlement
14 Agreement, ¶¶ 1.5, 1.12.) The Settlement Agreement also defines “Aggrieved Employees” as “all
15 non-exempt, hourly individuals employed by Defendant in California during the PAGA Period,”
16 which is September 5, 2022, through April 7, 2025. (Kim Decl., Exhibit 1, Settlement Agreement,
17 ¶¶ 1.4, 1.31.)

18 **Key Financial Terms:** Under the terms of the proposed Settlement Agreement,
19 Defendant has agreed to pay \$575,000.00 (Five Hundred Seventy-Five Thousand Dollars and
20 Zero Cents) (“Gross Settlement Amount”) on a non-reversionary basis. (Kim Decl., Exhibit 1,
21 Settlement Agreement, ¶ 3.1.) In addition to and separate from the Gross Settlement Amount,
22 Defendant will pay the employers’ portion of any payroll taxes on the wage allocation portion of
23 the individual settlement payments to Class Members. (*Id.*)

24 The Net Settlement Amount, available for distribution to Class Members, is the Gross
25 Settlement Amount, less the PAGA Penalties payment, Class Representative Enhancement
26 Award, Class Counsel Fees Payment, Class Counsel Litigation Costs Payment, and the

27 ² On May 21, 2025, Counsel for Parties amended the Agreement to clarify the Class and Aggrieved Employees
28 definitions (“Amendment”). The Amendment is found at page 24 of the settlement agreement, attached to the Kim
Decl. as Exhibit 1.

1 Settlement Administration Costs. (Kim Decl., Exhibit 1, Settlement Agreement, ¶ 1.29.) These
2 amounts are detailed as follows:

- 3 • Class Counsel Fees and Litigation Expenses Payment: Up to 35% of the Gross Settlement
4 Amount, or **\$201,250.00**, to Class Counsel as attorneys' fees for the litigation and resolution
5 of this Action and up to **\$35,000.00** for actual costs incurred in this Action. (Kim Decl.,
6 Exhibit 1, Settlement Agreement, ¶ 3.2.2);
- 7 • Class Representative Enhancement Award: Up to **\$10,000.00** to Plaintiff as an award for
8 her service as the class representative (Kim Decl., Exhibit 1, Settlement Agreement, ¶
9 3.2.1);
- 10 • Settlement Administration Costs: A not-to-exceed amount of **\$9,000.00** to the Settlement
11 Administrator for its fees and costs to administer the Settlement (Kim Decl., Exhibit 1,
12 Settlement Agreement, ¶ 3.2.3);
- 13 • PAGA Penalties: **\$50,000.00** for settlement of claims for civil penalties under PAGA, with
14 25% (\$12,500.00) allocated to the Aggrieved Employees ("Individual PAGA Payments")
15 and 75% (\$37,500.00) allocated to the LWDA ("LWDA PAGA Payment") (Exhibit 1,
16 Settlement Agreement, ¶ 3.2.5).

17 If the Court approves the above allocations from the Gross Settlement Amount, the Net
18 Settlement Amount is estimated to be **\$269,750.00**. (Kim Decl., at ¶ 12.) Twenty percent (20%) of
19 the "Net Settlement Amount" will be allocated to the settlement of wage claims (the "Wage
20 Portion") and will be subject to tax withholding and reported on an IRS W-2 Form. (*Id.*) Each Class
21 Member's share of the Net Settlement Amount ("Individual Class Payment") will be calculated
22 based on the number of workweeks the Class Member worked during the Class Period. (Kim Decl.,
23 Exhibit 1, Settlement Agreement, ¶ 1.23.) For the approximately 265 Class Members (if no
24 exclusions), the average gross Individual Class Payment, using a straight average, is \$1,017.92.
25 (Kim Decl., ¶ 12.) If the Court approves a lesser amount for any of the above requested allocations
26 from the Net Settlement Amount, the remainder will be added to the Net Settlement Amount to be
27 distributed to Class Members. (Kim Decl., Exhibit 1, Settlement Agreement, ¶¶ 3.2.1-3.2.5)

28 //

1 **No affirmative duties imposed on Class:** The settlement agreement does not impose any
2 affirmative duties on Participating Class Members. (Kim Decl., ¶ 73.) No claim form is required
3 to participate in the Settlement. (*Id.*) Individuals who wish to opt out or object may do so. (*Id.*)

4 **Class Notice Procedures:** Not later than thirty (30) calendar days after the Court grants
5 Preliminary Approval of the Settlement, Defendant will deliver the Class Data to the Settlement
6 Administrator in the form of a Microsoft Excel spreadsheet. (Kim Decl., ¶ 13, Exhibit 1, Settlement
7 Agreement, ¶ 4.2.) The Settlement Administrator will mail the Class Notice with Spanish
8 translation to all Class Members in no event later than fourteen (14) days following the receipt of
9 Class Data via first class United States Postal Service (“USPS”) mail. (Kim Decl., ¶ 13, Exhibit 1,
10 Settlement Agreement, ¶ 7.4.2.) Before mailing the Class Notice, the Settlement Administrator will
11 update Class Member addresses using the National Change of Address database. (*Id.*) The Class
12 Notice includes a summary of the case and settlement terms and provides Class Members with
13 detailed instructions on how to exclude themselves, object to the settlement, and dispute the number
14 of workweeks and/or pay periods attributed to each Class Member per Defendant’s records. (Kim
15 Decl., ¶ 13.)

16 Any mailing returned to the Settlement Administrator as undeliverable will be sent within
17 seven (7) days via First Class U.S. Mail to the forwarding address affixed thereto, if applicable.
18 (Kim Decl., ¶ 13, Exhibit 1, Settlement Agreement, ¶ 7.4.2.) If no forwarding address is provided,
19 the Settlement Administrator will conduct a Class Member Address Search and attempt to
20 determine the correct address again using all reasonably available sources and methods, including
21 the National Change of Address database and skip traces, and re-mail the Class Notice to the most
22 current address obtained. (*Id.*) Class Members will have sixty (60) days from the mailing of the
23 Class Notice (plus an additional fourteen (14) calendar days if they receive a re-mailed Notice) to
24 opt out of or object to the Settlement or to dispute the number of Workweeks and/or pay periods.
25 (Kim Decl., ¶ 13, Exhibit 1, Settlement Agreement, ¶ 7.4.4.)

26 **Settlement Administrator:** The parties selected Phoenix Settlement Administrators
27 (“Phoenix”) to handle the notice and administration of the Settlement based on the competitiveness
28 of their bid, their competency in administering settlements, and their responsiveness to the parties’

1 counsel and settlement class members. (Kim Decl., ¶ 13, Exhibit 1, Settlement Agreement, §7.1).
2 Phoenix has experience administering class action and PAGA settlements, has procedures in place
3 to protect the security of class data, adequate insurance in the event of a data breach or defalcation
4 of funds, and is qualified to administer the Settlement. (*See* Declaration of Jodey Lawrence, which
5 also includes a breakdown of the anticipated costs of class notice.) In addition, Phoenix will have
6 a website for Class Members to review and reference for details regarding the Final Approval
7 Hearing and any Final Approval Order and Judgement. (Kim Decl., ¶ 13.) If the Court grants final
8 approval of the Settlement, a copy of the Final Approval Order and Judgment will be posted on this
9 website for Class Members to review. (*Id.*) The website will be provided to Class Members in the
10 Class Notice that is mailed to them. (*Id.*)

11 **Funding and Payment of Settlement:** Defendant shall fully fund the Gross Settlement
12 Amount and the amounts necessary to fully pay Defendant's share of payroll taxes by transmitting
13 the funds to the Settlement Administrator as follows: \$375,000.00 within 30 days after the Court's
14 final approval of the Settlement and the remaining \$200,000.00 balance to be paid no later than 90
15 days after the initial payment of \$375,000.00. (Kim Decl., Exhibit 1, Settlement Agreement, ¶ 4.3.)
16 Within fourteen (14) days after Defendant funds the Gross Settlement Amount, the Settlement
17 Administrator will issue payments to Class Members pursuant to the terms of the Settlement
18 Agreement. Kim Decl., Exhibit 1, Settlement Agreement, ¶ 4.4.) Checks will be mailed by First
19 Class U.S. Mail to each Class Member and will be valid for 180 calendar days from the date of
20 mailing. Kim Decl., Exhibit 1, Settlement Agreement, ¶ 4.4.1.) Any uncashed amounts after 180
21 days will be transferred to the California Controller's Unclaimed Property Fund in the name of the
22 Class Member. (Kim Decl., Exhibit 1, Settlement Agreement, ¶ 4.4.3.)

23 **Class Member Release:** The Class Member release of claims will not become effective
24 until after the Effective Date has passed and Defendant has fully funded the Gross Settlement
25 Amount. (Kim Decl., Exhibit 1, Settlement Agreement, ¶ 5). The release period ends on April 7,
26 2025, prior to the date of the preliminary approval hearing. Further, the release of claims is
27 tailored in scope to claims that were or reasonably could have been alleged based on the facts in
28 the Operative Complaint that arose during the Class Period. (Kim Decl., Exhibit 1, Settlement

1 Agreement, ¶ 5.2).

2 **Aggrieved Employee Release:** The Aggrieved Employee release of claims will not become
3 effective until after the Effective Date has passed and Defendant has fully funded the Gross
4 Settlement Amount. (Kim Decl., Exhibit 1, Settlement Agreement ¶ 5). The release period ends on
5 April 7, 2025, prior to the date of the preliminary approval hearing. Further, the release of claims
6 is tailored in scope to claims for PAGA civil penalties that are alleged or which reasonably could
7 have been alleged based on the facts alleged in the Operative Complaint and the PAGA Notice to
8 the LWDA that accrued during the PAGA Period. (Kim Decl., Exhibit 1, Settlement Agreement, ¶
9 5.3). The Class Notice addresses the fact that an aggrieved employee may not opt out of the PAGA
10 Settlement.

11 **IV. CERTIFICATION FOR SETTLEMENT PURPOSES ONLY IS APPROPRIATE**

12 Express judicial policy favors maintaining wage and hour actions as class actions. *Prince v.*
13 *CLS Transp., Inc.* (2004) 118 Cal. App. 4th 1320, 1328; *Richmond v. Dart Industries, Inc.* (1981)
14 29 Cal. 3d 462. Any doubt as to the appropriateness of class treatment should be resolved in favor
15 of class certification, subject to later modification if necessary. *Richmond*, 29 Cal. 3d at 473-75.)
16 The decision to certify a class is a procedural one and should be based on the allegations in the
17 operative complaint, and not in the perceived factual or legal merit of the class claims. (*Linder v.*
18 *Thrifty Oil Co.* (2000) 23 Cal. 4th 429, 439-41.

19 To certify a settlement class, the Court must find the two primary requirements for
20 maintaining a class action: (1) there must be an ascertainable class, and (2) there must be a well-
21 defined community of interest in the questions of law and fact involving the parties to be
22 represented. *See Vasquez v. Superior Court* (1971) 4 Cal. 3d 800, 805-09; *Daar v. Yellow Cab*
23 *Company* (1967) 67 Cal. 2d 695, 704. These criteria are met here for the reasons set forth below.

24 **A. There Is a Numerous and Ascertainable Class**

25 Whether a class is ascertainable is determined by examining the class definition, the size of
26 the class, and the means available for identifying class members. *See Vasquez, supra*, 4 Cal. 3d at
27 821-22; *Reyes v. Board of Supervisors of San Diego County* (1987) 196 Cal. App. 3d 1263, 1271.
28 Class members are “ascertainable” when they may be readily identified without unreasonable

1 expense or time.

2 Plaintiff contends, and Defendant does not dispute for settlement purposes only, that the
3 numerosity and ascertainability elements are satisfied here. Class Members are “all non-exempt,
4 hourly individuals employed by Defendant, who did not sign an arbitration agreement with
5 Defendant, in California during the Class Period,” which is September 6, 2019, through April 7,
6 2025. Defendant has identified at least 265 Class Members based on a review of its payroll and
7 personnel records. (*Id.*, ¶ 15.)

8 Therefore, and notwithstanding the foregoing, there is a numerous and ascertainable class.

9 **B. There Is a Well-Defined Community of Interest**

10 A community of interest is established by the predominance of common issues of law and
11 fact. *See Vasquez*, 4 Cal. 3d at 811. The requirement of a community of interest:

12 [D]oes not depend upon an identical recovery, and the fact that each
13 member of the class must prove his separate claim to a portion of any
14 recovery by the class is only one factor to be considered ... The mere
15 fact that separate transactions are involved does not of itself preclude
16 a finding of the requisite community of interest so long as every
17 member of the alleged class would not be required to litigate
18 numerous and substantial questions to determine his individual right
19 to recover subsequent to the rendering of any class judgment which
20 determined in plaintiffs’ favor whatever questions were common to
21 the class.

18 *Id.* at 809.

19 Plaintiff contends, and Defendant does not dispute for settlement purposes only, that
20 common issues of fact and law predominate as to each of the claims alleged by Plaintiff, and the
21 Class is united in its proof. (Kim Decl., ¶ 16.) Because Plaintiff has alleged a single scheme, “the
22 relevant proof [does] not vary among class members” and “clearly presents a common question
23 fundamental to all class members.” *See In Re NASDAQ Market-Makers Antitrust Litigation* (SDNY
24 1997) 172 F.R.D. 119, 123 (citing *In Re NASDAQ Market-Makers Antitrust Litigation*, (SDNY
25 1997) 169 F.R.D. 493, 518). California courts show “no hesitancy” in inferring class-wide
26 causation, class-wide injury, and class-wide damages when a common course of action has been
27 shown. *B.W.I. Custom Kitchen*, 191 Cal. App. 3d at 1350. This inference “eliminates the need for
28 each class member to prove individually the consequences of the defendants’ actions to him or

1 her.” *Id.* at 1351 (quoting *Rosack v. Volvo of America Corp* (1982) 131 Cal. App. 3d 741, 753
2 [emphasis added]).

3 This action involves, *inter alia*, a determination about Defendant’s alleged failure to pay
4 wages and overtime due to allegedly common off-the-clock work, failure to provide meal and rest
5 breaks, failure to furnish accurate wage statements, failure to timely pay wages including final
6 wages, failure to maintain accurate records, failure to reimburse necessary business expenses; and
7 largely derivative claims under the UCL and PAGA. (Kim Decl., ¶ 16.) Plaintiff contends
8 Defendant’s practices affected Class Members in the same way and presents questions that are
9 suitable for common adjudication because all Class Members were subject to the same employment
10 policies and practices. (*Id.*) The outcome of litigation in this matter depends upon questions that
11 are common to Class Members. (*Id.*)

12 **C. The Named Plaintiff’s Claims Are Typical**

13 A class representative’s claims are typical when they arise from the same event, practice,
14 or course of conduct that gives rise to the claims of other putative class members, and if their claims
15 rest on the same legal theories. The class representative’s claims must be “typical” but not
16 necessarily identical to the claims of other class members. It is sufficient that the representative is
17 similarly situated so that he or she will have the motive to litigate on behalf of all class members.
18 *Classen v. Weller* (1983) 145 Cal.App.3d 27, 47; *B.W.I. Custom Kitchens v. Owens-Illinois, Inc.*
19 (1987) 191 Cal.App.3d 1341, 1347 (“[I]t has never been the law in California that the class
20 representative must have identical interests with the class members.”). Thus, it is not necessary that
21 the class representative should have personally incurred all the damages suffered by each of the
22 other class members. *Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 228.

23 Plaintiff contends, and Defendant does not dispute for settlement purposes only, that
24 Plaintiff’s claims are typical of Class Members’ claims because they arose from the same factual
25 basis and are based on the same legal theories. (Kim Decl., ¶ 17.) Thus, Plaintiff’s claims are typical
26 of the claims of the putative Class. (*Id.*)

27 **D. Adequacy of Class Counsel and Class Representative**

28 As detailed below, Class Counsel are experienced in class actions, have represented their

1 clients zealously, and have no conflicts of interest. (Kim Decl., ¶¶ 18, 74-80.) The Class
2 Representative's interests are aligned with those of the Class Members, as she has suffered the same
3 injuries as the Class Members and has no conflicts of interest. (*Id.* at ¶ 18.) Plaintiff has not shrunk
4 from this responsibility. (*Id.*) Indeed, Plaintiff has devoted a substantial amount of time and energy
5 to litigating this Action and effectuating a settlement. (*Id.*) Therefore, Class Counsel and the Class
6 Representative are adequate.

7 **E. Predominance and Superiority**

8 Individual issues do not predominate over those common to the class. (Kim Decl., ¶ 19.) As
9 explained, *supra*, Plaintiff alleges there are common issues of law and fact given that Plaintiff and
10 all Class Members were subjected to the same policies and pay practices during the relevant time
11 period. (*Id.*) Plaintiff and Class Members seek meal and rest premiums, unpaid wages and overtime,
12 and penalties for work performed as non-exempt employees for Defendant. (*Id.*) Plaintiff alleges
13 that these issues are suitable for common adjudication because all Class Members were allegedly
14 subject to the same employment policies, and Plaintiff contends the practices applied uniformly to
15 all Class Members. (*Id.*)

16 Plaintiff contends that class resolution is superior to other available methods for the fair and
17 efficient adjudication of the controversy as there is little interest or incentive for Class Members to
18 individually control the prosecution of separate actions. (*Id.* at ¶ 20.) Although the alleged injury
19 resulting from Defendant's policies and practices are real and significant, the cost of individually
20 litigating each such case against Defendant would easily exceed the value of any relief that could
21 be obtained by any one Class Member individually. (*Id.*) If Class Members are forced to litigate
22 their claims individually, it would potentially result in over 265 individual actions against
23 Defendant, each for relatively small amounts. (*Id.*) Hence, an individual suit would prove
24 uneconomical for potential plaintiffs because litigation costs would dwarf a potential recovery. (*Id.*)

25 **VI. THE THREE-STEP APPROVAL PROCESS**

26 California Rule of Court 3.769 requires court approval of the settlement of class action
27 lawsuits. Preliminary approval is merely the first of three steps that comprise the approval
28 procedure for settlements of class actions. *See* Manual for Complex Litigation, Second §30.44

1 (1993); *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1801. The second approval step is
2 the dissemination of notice of the settlement to all Class Members. *Id.* The third step is a final
3 settlement approval hearing, at which evidence and argument concerning the fairness, adequacy,
4 and reasonableness of the settlement may be presented and Class Members may be heard. *Id.*

5 The determination of whether a settlement should be preliminarily approved requires, “basic
6 information about the nature and magnitude of the claims in question and the basis for concluding
7 that the consideration being paid for the release of those claims represents a reasonable
8 compromise.” *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 133. However, the
9 record need not contain an explicit statement of the maximum theoretical amount that the class
10 could recover. *See Munoz v. BCI Coca-Cola Bottling Co. of Los Angeles* (2010) 186 Cal. App. 4th
11 399, 409 (“*Kullar* does not... require any such explicit statement of value; it requires a record which
12 allows “an understanding of the amount that is in controversy and the realistic range of outcomes
13 of the litigation.”). “If the proposed settlement appears to be the product of serious, informed, non-
14 collusive negotiations, has no obvious deficiencies, does not improperly grant preferential
15 treatment to class representatives or segments of the class, and falls within the range of possible
16 approval, then the court should direct that notice be given to the Class Members of a formal fairness
17 hearing, at which evidence may be presented in support of and in opposition to the settlement.”
18 *Manual for Complex Litigation*, Second § 30.44, at 229.

19 In deciding whether to approve a proposed class action settlement, the Court must find that
20 a proposed settlement is “fair, adequate, and reasonable” and falls within the “range of approval.”
21 *Dunk*, 48 Cal.App.4th at 1801-02. The trial court considers all relevant factors, such as “the strength
22 of plaintiffs’ case, the risk, expense, complexity and likely duration of further litigation, the risk of
23 maintaining class action status through trial, the amount offered in settlement, the extent of
24 discovery completed and the stage of the proceedings, the experience and views of counsel, the
25 presence of a governmental participant, and the reaction of the Class Members to the proposed
26 settlement.” *Id.* The Settlement satisfies all of these requirements.

27 **VII. THE SETTLEMENT IS FAIR, ADEQUATE, AND REASONABLE**

28 The Court’s decision to preliminarily approve a settlement is granted great deference as an

1 exercise within its broad discretion. *Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224,
2 234-235. As a matter of public policy, courts both encourage the use of the class action device and
3 favor settlement over continued litigation. *See, e.g., Linder v. Thrifty Oil Co.* (2000) 23 Cal. 4th
4 429, 434 (“Courts have long acknowledged the importance of class actions as a means to prevent a
5 failure of justice in our judicial system.”); *Class Plaintiffs v. City of Seattle* (1992) 955 F.2d 1268,
6 1276 (“[S]trong judicial policy . . . favors settlements, particularly where complex class action
7 litigation is concerned.”). Applying the above factors, the proposed settlement provides a
8 substantial benefit to the Class. It is fair, reasonable, and adequate, and should be preliminarily
9 approved.

10 **A. The Settlement is the Result of Serious, Informed, Non-Collusive**
11 **Negotiations.**

12 The proposed Settlement was reached as a result of arm’s length negotiations after the
13 completion of pertinent discovery and the exchange of necessary class data. (Kim Decl. ¶ 22.) The
14 negotiations have been, at all times, adversarial and non-collusive in nature. (*Id.*) *See*, 4 Newberg
15 on Class Actions § 13:45 (5th ed.) (due to the preference of settlement over litigation, “a court will
16 presume that a proposed class action settlement is fair when certain factors are present, particularly
17 evidence that the settlement is the product of arms-length negotiation, untainted by collusion.”).
18 Although Plaintiff steadfastly maintains that her claims are meritorious, Plaintiff acknowledges that
19 there were substantial risks and uncertainty in proceeding with litigation. (*Id.*) As discussed below,
20 Defendant presented multiple defenses to Plaintiff’s claims, both on the merits and with respect to
21 class certification. (*Id.*) Thus, while Plaintiff was prepared to litigate these claims through class
22 certification, and ultimately trial, success was far from certain. (*Id.*) Assistance from a well-
23 respected mediator ensured negotiations between the Parties were non-collusive and well-informed.
24 (*Id.*)

25 **B. Extent of Discovery and Stage of Proceedings**

26 As stated above, the Parties engaged in substantial informal discovery before the Settlement
27 was reached to allow them to fully evaluate the class claims and Defendant’s defenses. (*Id.* at ¶ 23.)
28 This litigation has reached the stage where the Parties have a clear view of their respective strengths

1 and weaknesses in this case. (*Id.*)

2 **C. The Strength of Plaintiff's Case and the Risk, Expense, Complexity, and**
3 **Likely Duration of Any Litigation.**

4 Plaintiff's claims are based on Defendant's alleged failure to pay wages and overtime due
5 to allegedly common off-the-clock work, failure to pay overtime, failure to provide meal and rest
6 breaks, failure to furnish accurate wage statements, failure to timely pay wages including final
7 wages, failure to maintain accurate records, failure to reimburse necessary business expenses; and
8 largely derivative claims under the UCL and PAGA. (*Id.* at ¶ 24.)

9 Plaintiff alleges that Defendant failed to pay Plaintiff and Class Members at least minimum
10 wages for all hours worked and proper overtime wages for hours worked in excess of eight hours
11 in a day and 40 hours in a week. (Kim Decl., ¶ 25.) Specifically, Plaintiff alleges that Defendant
12 required Plaintiff and Class Members to manually input time entries into their electronic
13 timekeeping system that comported with their scheduled shifts but did not reflect their actual hours
14 worked, as well as perform pre-shift and post-shift off the clock work for which they were not paid.
15 (*Id.* at ¶ 25.) For instance, Plaintiff alleges that Class Members were required to arrive to work
16 several minutes prior to the start of their scheduled shifts to open the office, stay late to clean and
17 lock up and attend meetings, and work through lunch and rest periods. (*Id.*)

18 Defendant contends that it did not require off the clock work, paid for all reported hours
19 worked, that any alleged off the clock work was performed without Defendant's knowledge, that
20 for the majority of Plaintiff's employment, Plaintiff and other Class Members worked remotely so
21 they had discretion to take meal and rest breaks which Defendant did not impede, and that it paid
22 wages at the proper rates. (Kim Decl., at ¶ 26.) Defendant also argues that given its written policies
23 and practices, any unrecorded hours are likely subject to individualized inquiry and unlikely to be
24 certified. (*Id.*) Given the difficulty in certifying this claim, Class Counsel applied a significant
25 discount to damages based on this theory. (*Id.*)

26 Plaintiff also alleges that Defendant failed to provide proper meal breaks to Plaintiff and
27 Class Members. (Kim Decl., ¶ 27.) For example, Plaintiff alleges that Defendant's policy required
28 Class Members to clock out for their scheduled meal periods but continue working, especially when

1 Defendant required at least one employee to remain at the office at all times to attend to incoming
2 clients, and Class Members were not paid for this time that they remained under Defendant's
3 control and were not provided with the opportunity to take timely and complete meal periods. (*Id.*)
4 This resulted in Plaintiff and Class Members working during their meal periods or missing their
5 meal periods entirely. (*Id.*) Moreover, on days where Plaintiff and other Class members worked ten
6 hours or more, Plaintiff alleges that they did not receive a second meal period. (*Id.*)

7 Defendant contends that Class Members were given a reasonable opportunity to take their
8 meal periods, and for the majority of Plaintiff and Class Members' employment, they worked
9 remotely and so had discretion to take meal breaks. (Kim Decl., ¶ 28.) Defendant further contends
10 that the meal break claim requires individualized inquiries which would preclude class certification.
11 (*Id.*) If Defendant's contentions are proven true and prevail in trial, the likely outcome would be no
12 recovery for the Class Members on the meal break claim. (*Id.*)

13 Plaintiff also contends that Defendant did not provide Class Members with paid 10-minute
14 rest breaks for every four hours or major fraction thereof. (Kim Decl., ¶ 29.) Plaintiff contends that
15 Class Members consistently worked in excess of consecutive three and a half-hour shifts and were
16 entitled to paid rest breaks of not less than ten minutes for each consecutive three and a half-hour
17 shift but were required to work through their rest breaks during their shifts. (*Id.*) Plaintiff also
18 alleged that Plaintiff and Class Members would have to abruptly stop their rest breaks to tend to
19 clients. (*Id.*)

20 Defendant maintains that it did provide a reasonable opportunity for Class Members to take
21 duty-free rest breaks during their shifts and dispute all allegations that rest breaks were not
22 provided. (Kim Decl., ¶ 30.) As with the meal break violation claim, Defendant contends that Class
23 Members were given a reasonable opportunity to take their rest periods, and for the majority of
24 Plaintiff and Class Members' employment, they worked remotely and so had discretion to take rest
25 breaks. Considering that unlike meal periods, rest breaks need not be recorded, these violations
26 would likely be difficult to prove at trial and potentially depress the damages ultimately awarded.
27 (*Id.*) Therefore, Class Counsel applied significant and appropriate discounts to the rest break claim.
28 (*Id.*)

1 Additionally, Plaintiff alleges that Defendant required Plaintiff and Class Members to use
2 their cellular phones for work, for which they were not reimbursed. (Kim Decl., ¶ 31.) Defendant
3 maintained that Plaintiff and Class Members were not required to use their personal cell phones to
4 perform their job duties and that individualized issues relating to this claim would preclude class
5 certification. (*Id.*)

6 As for the wage statement and waiting time penalties claims, Defendant contends that these
7 claims are merely derivative of the underlying claims and that Plaintiff and Class Members would
8 be unable to first establish liability for the underlying claims for the reasons described above. (Kim
9 Decl., ¶ 32.) Defendant further contends that even if they could first establish liability for the
10 underlying claims, Plaintiff and Class Members would be unable to establish that Defendant's
11 conduct was willful and knowing as required by the relevant statutes since Defendant acted in good
12 faith to provide accurate wage statements and pay all wages due to Plaintiff and Class Members.
13 (*Id.*) Thus, Defendant contends that the wage statement and waiting time penalties claims to have
14 little to no value. (*Id.*)

15 Similarly, Defendant contends that the PAGA claim is also derivative of the underlying
16 claims in the Action and ultimately fails because the underlying claims have no merit. (Kim Decl.,
17 ¶ 33.) Defendant also contends that even if Plaintiff and Class Members could establish Labor Code
18 violations, the Court has the discretion to award less than the maximum civil penalty amount and
19 would award substantially less civil penalties here because Defendant acted in good faith to comply
20 with the relevant wage and hour laws and any violations were minor and technical in nature. (*Id.*)

21 Defendant generally denies all claims alleged in the Action and further denies class and/or
22 representative treatment is appropriate for any purpose other than this Settlement and that it
23 complied with all applicable laws. (Kim Decl., ¶ 34.) However, after careful consideration,
24 Defendant has concluded that further litigation would be protracted and expensive and that it is
25 desirable that the Action be fully and finally settled in the manner and upon the terms and conditions
26 herein. (*Id.*)

27 As stated above, while Plaintiff and Class Counsel contend the claims asserted in the Action
28 have merit, they also acknowledge the expense, delay, and risks of continued litigation. (Kim

Decl., ¶ 35.) Although the Parties engaged in significant informal discovery in advance of mediation, the Parties still had significant discovery to complete had the matter not settled. (*Id.*) This would have required the expenditure of substantial time and resources by both Parties that would have very likely spanned several years. (*Id.*) Even if Plaintiff were to certify the classes, the Parties would incur considerably more attorney fees and costs through a possible decertification motion, trial, and possible appeal. (*Id.*) This Settlement avoids those risks and the accompanying expense. (*Id.*)

D. The Risk of Maintaining Class Action Status Through Trial.

Plaintiff has not yet filed her motion for class certification, and as such, the extent to which Plaintiff's proposed classes are certifiable is somewhat speculative. (*Id.* at ¶ 36.) Absent settlement, there is a risk that there would not be a certified class at the time of trial, or if there were, it could consist of a significantly smaller group of employees than the proposed Settlement Class, resulting in less overall recovery. (*Id.*)

Finally, in class actions, decertification is always a possibility, and there is always a risk that a trial of this magnitude can become unmanageable. (*Id.* at ¶ 37.) Cases like *Duran v. U.S. Bank Nat. Assn.* (2014) 59 Cal. 4th 1, 34 address the complexity of using statistical samples in class actions and demonstrate that decertification is a real risk that Class Counsel must consider. (*Id.*) A class trial would have also required expert witnesses, the accrual of extensive litigation costs, and the commitment of extensive further time and financial resources. (*Id.*) Finally, given the complexity and unsettled nature of the issues, it is likely that any outcome at trial would have resulted in a lengthy and costly appeal. An appeal would result in further delay for the Class Members who have already waited years for resolution in this matter. (*Id.*) Risk and legal uncertainty must be dealt with in any litigation, and this Settlement was the product of compromise accounting for those risks and uncertainty. (*Id.*)

E. The Presence of a Governmental Participant

Class Counsel will be submitting the Settlement Agreement and this Motion to the LWDA concurrently with the filing of this Motion pursuant to Labor Code § 2699(1)(2). (*Id.* at ¶ 38.)
//

1 **F. The Amount Offered in Settlement is Fair Given the Potential Value of the**
2 **Claims.**

3 If the Court approves the requested allocations from the Gross Settlement Amount of
4 \$575,000.00 as addressed above, the Net Settlement Amount is estimated to be \$269,750.00. (Kim
5 Decl., ¶ 12.) There are approximately 265 total Class Members. (*Id.*) If there are no exclusions
6 from the Class, the average gross Individual Settlement Payment, per Class Member, using a
7 straight average, is \$1,017.92. (*Id.*)

8 Based on an analysis of Plaintiff's time and pay records and a sampling of time and pay
9 records for the Class, Plaintiff estimated the potential realistic exposure for the main claims as
10 follows: **\$314,890.75** for unpaid wages claims, including minimum and overtime wages, due to off
11 the clock work; **\$177,139.60** for meal period violations; **\$212,078.52** for rest period violations;
12 **\$96,060.00** wage statement penalties; **\$107,307.80** in waiting time penalties; **\$67,635.00** for
13 unreimbursed business expenses; and **\$60,000.00** for PAGA penalties. (*Id.* at ¶¶ 41-64.) As such,
14 the total estimated realistic exposure Defendant could face is **\$1,035,111.67**. (*Id.* at ¶ 67.)

15 The Gross Settlement Amount of \$575,000.00 represents a recovery for the Class of
16 approximately 55.5% of the total realistic exposure Plaintiff estimated that Defendant could face
17 on the primary claims in this case. (*Id.*) Plaintiff and Class Counsel submit that this is an excellent
18 result in the face of uncertainty and the prospects of protracted and contested litigation through
19 class certification, summary judgment, and trial, and particularly in light of all of the factors
20 described above. (*Id.*)

21 **G. A Balance of Risk Factors and *Kullar* Analysis Support Approval**

22 In deciding whether to approve the settlement, the Court must balance these risk factors
23 against an "understanding of the amount in controversy and the realistic range of outcomes of the
24 litigation." *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 130, 133; *Munoz v. BCI*
25 *Coca-Cola Bottling Co. of Los Angeles* (2010) 186 Cal.App.4th 399, 408-09. The court "must stop
26 short of the detailed and thorough investigation that it would undertake if it were actually trying
27 the case" *Munoz*, at 408. Plaintiff's counsel used the comprehensive data and documents
28 provided to perform an analysis of the potential exposure Defendant faced on Plaintiff's main class-

1 wide claims, establishing the realistic range of outcomes in this case. As noted above, the Gross
2 Settlement Amount represents a recovery of approximately 55.5% of the estimated total realistic
3 exposure facing Defendant. (Kim Decl., ¶ 67.)

4 There was a very real prospect that nothing would be recovered by the Class if litigation
5 continued and class certification were ultimately denied. At the same time, further litigation would
6 require the expenditure of significant time and financial resources, and there is always the
7 possibility of adverse developments in the law and the likelihood of extended battles in both the
8 trial court and courts of appeal. Settlement is a prudent compromise that benefits the Class Members
9 promptly.

10 **H. Experience and Views of Counsel**

11 Experienced counsel, operating at arm's length, have weighed the strengths of the case,
12 examined all the issues and risks of litigation, and endorsed the proposed settlement. Class Counsel
13 are experienced in class actions, have represented their clients zealously, and have no conflicts of
14 interest. (Kim Decl., ¶¶ 74-80.) Class Counsel submits the Settlement is fair, adequate, and
15 reasonable in view of the risks and other considerations addressed and is well-suited for final
16 approval upon completion of the administration process. (Kim Decl., ¶ 80.)

17 **VIII. THE PROPOSED CLASS NOTICE PROVIDES ADEQUATE NOTICE TO THE** 18 **CLASS MEMBERS.**

19 To be deemed proper, a notice must provide the Class Members with sufficient information
20 to make an informed decision as to whether to accept or object to the settlement. *Mullane v. Central*
21 *Hanover Bank & Trust Co.* (1950) 339 U.S. 306, 314. The notice must apprise the Class Members
22 of the pendency of the action; reasonably convey information regarding the settlement and the Class
23 Members' rights, entitlements, and obligations; and affords Class Members the opportunity to
24 present their objections. *Id.*

25 The proposed Class Notice provides all the information a reasonable person would need to
26 make a fully informed decision about the settlement. It will notify all Class Members of the terms
27 of the Settlement, its effect on their rights, their options as Class Members (i.e., participate, object,
28 opt-out, and dispute work weeks), and procedures for exercising those options. (Kim Decl., ¶ 13.)

1 The standard for determining the adequacy of notice is whether it has “a reasonable chance
2 of reaching a substantial percentage of the class members.” *Cartt v. Superior Court* (1975) 50
3 Cal.App.3d 960, 974. Here, the Class Notice will be sent via first-class mail to each of the 265
4 Class Members at their addresses from Defendant’s records. (Kim Decl., ¶ 13, Exhibit 1, Settlement
5 Agreement ¶¶ 4.2, 7.4.2.) Not later than thirty (30) calendar days after the Court grants Preliminary
6 Approval of the Settlement, Defendant will deliver the Class Information to the Settlement
7 Administrator in the form of a Microsoft Excel spreadsheet. (*Id.*) The Settlement Administrator
8 will mail the Class Notice to all Class Members in no event later than fourteen (14) days following
9 the Preliminary Approval Date via first class USPS. (*Id.*) If the USPS does not provide a forwarding
10 address, the Settlement Administrator shall conduct a Class Member Address Search and re-mail
11 the Class Notice to the most current address obtained in no event later than three (3) days after the
12 Administrator’s receipt of any Class Notices returned by the USPS as undelivered. (Kim Decl., ¶
13 13, Exhibit 1, Settlement Agreement, ¶ 7.4.3.) Class Notice should be approved as the best and
14 most practicable way to ensure the greatest possible number of Class Members will receive notice.
15 (Kim Decl., ¶ 73.)

16 **IX. THE STIPULATED CLASS COUNSEL AWARD AND CLASS COUNSEL FEES**
17 **AND COSTS PAYMENT ARE REASONABLE AND SHOULD BE APPROVED.**

18 Class Counsel respectfully requests, without opposition from Defendant, a Class Counsel
19 Fees Payment currently estimated to be \$201,250,000.00 (up to 35% of the Gross Settlement
20 Amount) and a reasonable Class Counsel Litigation Expenses Payment not to exceed \$35,000.00,
21 subject to approval by the Court. (Kim Decl. ¶ 68.)

22 Class Counsel submits it has the requisite experience, knowledge, and resources to serve as
23 Class Counsel and to zealously represent the Class. (Kim Decl., ¶¶ 74-80.) Class Counsel has
24 incurred substantial hours in prosecuting this Action on a contingency basis and will not receive
25 any compensation for their efforts until recovery is obtained for the Class. (Kim Decl. ¶ 68.) In
26 addition, Class Counsel’s efforts in reaching the Settlement on behalf of the Class will confer a
27 significant benefit to the Class. (*Id.*) As such, the requested Class Counsel Fees Payment and Class
28

1 Counsel Litigation Expenses Payment are reasonable.

2 **X. THE CLASS REPRESENTATIVE SERVICE PAYMENT IS FAIR AND**
3 **REASONABLE**

4 “At the conclusion of a class action, the class representatives are eligible for a special
5 payment in recognition of their service to the class.” 5 Newberg on Class Actions § 17:1 (5th ed.).

6 Plaintiff is entitled to a reasonable service payment for her efforts and initiative in bringing
7 and helping to prosecute this action. (Kim Decl., ¶ 69.) Plaintiff spent significant time better
8 apprising herself of her rights, deciding whether remedial action should be taken and how it should
9 be taken, searching for attorneys, and contacting Class Counsel, who spent many hours with
10 Plaintiff discussing the case and the law. (*Id.*)

11 Both before and after the filing of this lawsuit, Plaintiff conferred with Class Counsel on to
12 discuss every aspect of her case. (Kim Decl., ¶ 70.) Plaintiff provided Class Counsel with
13 information about Defendant and about the industry generally, produced and reviewed documents,
14 identified witnesses, consulted with Class Counsel regarding litigation strategy, participated in the
15 mediation process, monitored the progress of the litigation with Class Counsel, and reviewed and
16 signed the Settlement Agreement. (*Id.*)

17 In light of the foregoing, Class Counsel believes that the \$10,000.00 incentive award to the
18 Class Representative is fair and reasonable. (Kim Decl., ¶ 71.)

19 **XI. THE ACTION REQUESTED AS A PART OF THE MOTION FOR**
20 **PRELIMINARY APPROVAL**

21 Plaintiff respectfully requests this Court, as part of the preliminary approval process, to
22 grant the following relief and make the following orders:

- 23 1. Review and approve the Settlement Agreement;
- 24 2. Review and approve the Class Notice, attached to the Settlement Agreement as Exhibit
25 A;
- 26 3. Consider and determine that the proposed class action settlement as set forth in the
27 Settlement Agreement preliminarily appears fair, reasonable, and adequate;
- 28 4. Enter an order conditionally certifying the action as a class action for settlement

1 purposes only and preliminarily approving the proposed class action settlement and the
2 Settlement Agreement;

3 5. Approve and appoint D.Law, Inc. to serve as Class Counsel for settlement purposes;

4 6. Approve and appoint Phoenix Settlement Administrators as the Settlement
5 Administrator to handle the notice and claims procedures as set forth in the Settlement
6 Agreement;

7 7. Approve the proposed settlement's allocation of funds to claims made under PAGA;

8 8. Order Defendant to disclose to the Settlement Administrator the Class Member's name,
9 last-known mailing address, telephone number, Social Security number, and start and end dates of
10 active employment, as set forth in the Settlement Agreement;

11 9. Order Phoenix to mail the Class Notice to Class Members; and

12 10. Set a date for the Final Approval Hearing.

13
14 Dated: May 22, 2025

D.LAW, INC.

15 By /s/ Enoch J. Kim

16 David Yeremian

17 Alvin B. Lindsey

18 Enoch J. Kim

19 Rose Sorial

20 Antonia McKee

21 Attorneys for Plaintiff and Settlement Class
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