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and on behalf of other similarly situated employees and
Aggrieved Employees pursuant to the California Private
Attorneys General Act*

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

CYNTHIA MOLT, individually, and on behalf of
other similarly situated employees and Aggrieved
Employees pursuant to the California Private
Attorneys General Act,

Plaintiff,

vs.

LOS ANGELES FILM SCHOOL, LLC, a
California limited liability company, dba LOS
ANGELES RECORDING STUDIO; and DOES 1
through 25, inclusive,

Defendants.

Case No.: 23STCV30757

Hon. Kevin C. Brazile, Department 20

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

Date: April 17, 2025

Time: 8:30 a.m.

Dept.: 20

Complaint Filed: December 18, 2023

FAC Filed: November 1, 2024

Trial Date: Not Set

TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE THAT on **April 17, 2025** at **8:30 a.m.** in Department 20 of the above-captioned Court located at 111 N. Hill Street, Los Angeles, California 90012, pursuant to California Code of Civil Procedure section 382 and Rule 3.769 of the California Rules of Court, Plaintiff Cynthia Molt (“Plaintiff”) will and hereby does move the Court for an Order granting preliminary approval of the proposed class action and PAGA settlement between Plaintiff and Defendant LA Film School, LLC. (“Defendant”).

Plaintiff requests that the Court enter an Order:

1. Preliminarily approving the Joint Stipulation of Class Action and PAGA Settlement (“Settlement” or “Settlement Agreement”) attached as Exhibit 2 to the Declaration of Karen I. Gold in Support of Plaintiff’s Motion for Preliminary Approval of Class Action and PAGA Settlement (“Gold Decl.”);

2. Certifying the Class for Settlement purposes;

3. Appointing Plaintiff Cynthia Molt as the Class Representative for settlement purposes;

4. Appointing Jonathan M. Genish, Karen I. Gold, Sara Pezeshkpour, Noam Reiffman and Marissa A. Mayhood of Blackstone Law, APC as Class Counsel for settlement purposes;

5. Approving the proposed Court Approved Notice of Class Action Settlement and Hearing Date for Final Court Approval (“Class Notice”), attached as Exhibit A to the Settlement Agreement, to be mailed to the Class;

6. Approving the opt-out and objection procedures provided in the Settlement Agreement and set forth in the Class Notice;

7. Directing Defendant to furnish, for each Class Member, their full name, last known mailing address, Social Security number, dates worked during the Class Period, number of Workweeks during the Class Period, and number of Workweeks during the PAGA Period to the Settlement Administrator within ten (10) calendar days after entry of the order granting preliminary approval of the Settlement;

8. Appointing ILYM Group, Inc. as the Settlement Administrator;

9. Approving the proposed deadlines for the settlement administration process; and

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This Motion is based upon this Notice, the attached Memorandum of Points and Authorities, the Declaration of Karen I. Gold, the Declaration of Plaintiff Cynthia Molt, the Declaration of Lisa Mullins, the pleadings and other records on file with the Court in this matter, and any other further evidence or argument that the Court may properly receive at or before the hearing.

Dated: March 10, 2025

By: Karen Gold
Karen I. Gold
Sara Pezeshkpour
Noam Reiffman
Marissa A. Mayhood

Attorneys for CYNTHIA MOLT, individually, and on behalf of other similarly situated employees and Aggrieved Employees pursuant to the California Private Attorneys General Act,

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MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

Plaintiff Cynthia Molt (“Plaintiff”) seeks preliminary approval of the Joint Stipulation of Class Action and PAGA Settlement (“Settlement” or “Settlement Agreement”) entered into between Plaintiff and Defendant LA Film School, LLC (“Defendant”) (together with Plaintiff, the “Parties”). *See* Declaration of Karen I. Gold in Support of Plaintiff’s Motion for Preliminary Approval of Class Action and PAGA Settlement (“Gold Decl.”), Ex. 2. The Settlement terms are outlined as follows:

- Class Size: Approximately 234 individuals (as of July 1, 2024).
- Gross Settlement Amount: Six Hundred Twenty-Five Thousand Dollars and Zero Cents (\$625,000.00).
- Settlement Administration Costs: Seven Thousand Nine Hundred and Fifty Dollars and Zero Cents (\$7,950.00), to be paid from the Gross Settlement Amount.
- Class Service Representative Payment: Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) to Plaintiff Cynthia Molt, to be paid from the Gross Settlement Amount.
- PAGA Penalties: Up to Fifty Thousand Dollars and Zero Cents (\$50,000.00) from the Gross Settlement Amount, 75% of which will be paid to the Labor and Workforce Development Agency (“LWDA”) and the remaining 25% to be paid to the Aggrieved Employees.
- Class Counsel Fees Payment & Class Counsel Litigation Expenses Payment: Attorneys’ fees of thirty-five percent (35%) of the Gross Settlement Amount (\$218,750.00 if the Gross Settlement Amount is \$625,000.00) plus actual litigation costs and expenses not to exceed Twenty-One Thousand Dollars and Zero Cents (\$21,000.00), to be paid from the Gross Settlement Amount.
- Estimated Net Settlement Amount: Three Hundred Nineteen Thousand Eight Hundred Dollars and Zero Cents (\$319,800.00) to be distributed to Participating Class Members.

As set forth herein, the Settlement is the product of informed discovery and arms-length negotiations, and provides a fair, adequate, and reasonable recovery for the Class. Plaintiff therefore respectfully requests that the Court grant preliminary approval of the Settlement, conditionally certify the Class, approve the proposed Court Approved Notice of Class Action Settlement and Hearing Date for Final Court Approval (“Class Notice”), and set a hearing date for final settlement approval, among other

requested relief.

II. FACTUAL AND PROCEDURAL BACKGROUND

Defendant is an accredited, for-profit school located in Hollywood, California. It offers on-campus degrees in animation, audio production, entertainment business, film production, and music production, as well as online degrees in Animation, Audio Production, Entertainment Business, Digital Filmmaking, Graphic Design, Media Communications, Music Production, and Writing for Film & TV. Plaintiff was employed by Defendant as an hourly-paid, non-exempt Academic Coach from approximately April 2022 through approximately September 2023. Declaration of Plaintiff Cynthia Molt in Support of Motion for Preliminary Approval of Class Action and PAGA Settlement (“Molt Decl.”), ¶ 2.

On October 12, 2023, Plaintiff provided written notice to the LWDA and to Defendant, pursuant to California Labor Code Section 2699.3, of the specific provision of the California Labor Code alleged to have been violated by Defendant (“PAGA Letter”). Gold Decl., ¶ 10 & Ex. 1.

On December 18, 2023, Plaintiff filed a Complaint for Enforcement Action Under the Private Attorneys General Act, Cal. Labor Code §§ 2698 *et seq.*, in the action entitled *Cynthia Molt v. Los Angeles Film Schools, LLC, et al.*, Los Angeles County Superior Court, Case No. 23STCV30757 (“Action”). Gold Decl., ¶ 11.

On July 1, 2024, the Parties participated in a formal mediation conducted by Hon. Carl J. West, Ret. (“Mediator”), a neutral and respected mediator with extensive experience in complex wage and hour matters. *Id.*, ¶ 12. After a full day of mediation, and with the help of the Mediator, the Parties were able to reach an agreement to resolve this dispute on a class and PAGA basis. *Id.*

On November 1, 2024, pursuant to the stipulation of the Parties, Plaintiff filed a First Amended Class Action Complaint for Damages and Enforcement Action Under the Private Attorneys General Act, California Labor Code §§ 2698 *et seq.* (“Operative Complaint”) in the Action, which added class claims based on all underlying alleged Labor Code violations upon which the PAGA claims are based. *Id.* at ¶ 13. The Operative Complaint alleges ten (10) total causes of action for violations of the California Labor Code for failure to pay minimum wages, failure to pay overtime wages, failure to provide compliant meal periods and premium payments in lieu thereof, failure to provide compliant rest periods and premiums

1 payments in lieu thereof, failure to timely pay wages during employment, failure to provide accurate
2 wage statements, failure to timely pay wages upon termination, and failure to reimburse necessary
3 business expenses, for violations of California Business & Professions Code Section 17200, *et seq.* based
4 on the aforementioned California Labor Code violations, and for civil penalties under PAGA based on
5 the aforementioned California Labor Code violations. *Id.*

6 On February 13, 2025, the Parties executed the Settlement Agreement. *Id.*, ¶ 14 & Ex. 2.

7 **III. THE SETTLEMENT TERMS**

8 **A. Class Definition**

9 For purposes of settlement only, the Parties have agreed that the Class shall be defined as “all
10 current and former non-exempt, hourly employees of Defendant who worked in California at any time
11 during the Class Period” (“Class Members” or “Class”). Gold Decl., ¶ 15; Settlement Agreement, ¶ 1.3.
12 The Class Period is from December 18, 2019 to August 30, 2024. Gold Decl., ¶ 15; Settlement
13 Agreement, ¶ 1.11. Based on information provided by Defendant, as of July 1, 2024, it is estimated that
14 there are a total of two hundred and thirty-four (234) Class Members. Gold Decl., ¶ 15; Settlement
15 Agreement, ¶ 8.

16 **B. Amount of Settlement**

17 The Parties have agreed to settle the class and PAGA claims at issue in the Operative Complaint
18 for a non-reversionary Gross Settlement Amount of Six Hundred Twenty-Five Thousand Dollars and Zero
19 Cents (\$625,000.00), exclusive of employer-side payroll taxes. Gold Decl., ¶ 16; Settlement Agreement,
20 ¶ 1.22.

21 **C. Allocation and Funding of the Gross Settlement Amount**

22 The Gross Settlement Amount is a common fund and therefore includes all requested costs, fees,
23 and other allocations. Gold Decl., ¶ 16; Settlement Agreement, ¶ 3.2. The Gross Settlement Amount
24 includes: (1) Class Counsel’s fees in the amount of thirty-five percent (35%) of the Gross Settlement
25 Amount (i.e., \$218,750.00 if the Gross Settlement Amount is \$625,000.00); (2) Class Counsel’s actual
26 litigation costs and expenses, not to exceed Twenty-One Thousand Dollars and Zero Cents (\$21,000.00);
27 (3) Settlement Administration Costs in the amount of Seven Thousand Nine Hundred Fifty Dollars and
28 Zero Cents (\$7,950.00); (4) Class Representative Service Payment to Plaintiff in the amount of Seven

1 Thousand Five Dollars and Zero Cents (\$7,500.00); and (5) up to Fifty Thousand Dollars and Zero Cents
2 (\$50,000.00) for PAGA Penalties. Gold Decl., ¶ 16; Settlement Agreement, ¶¶ 3.2.1-3.2.5. After the
3 above-estimated amounts are deducted from the Gross Settlement Amount, the Net Settlement Amount
4 that will be available for Class Members is currently estimated to be Three Hundred Nineteen Thousand
5 Eight Hundred Dollars and Zero Cents (\$319,800.00). Gold Decl., ¶ 16. Additionally, 25% of the PAGA
6 Penalties, which is \$12,500 out of \$50,000.00, will be fully distributed to all “Aggrieved Employees,”
7 defined as all current and former non-exempt, hourly employees of Defendant who worked in California
8 at any time during the PAGA Period. *Id.* The “PAGA Period” is defined as the period from October 12,
9 2022, through the earlier of sixty (60) days from July 1, 2024 or preliminary approval, subject to
10 Paragraph 8 of the Settlement Agreement. *Id.* at ¶ 16; Settlement Agreement, ¶¶ 1.33; 8.

11 Based on information from Defendant, it is estimated that the Class Members worked a total of
12 14,000 Workweeks during the period from December 18, 2019, to July 1, 2024. Gold Decl., ¶ 17;
13 Settlement Agreement, ¶ 8. If the total number of Workweeks worked by the Class Members during the
14 Class Period actually exceeds 14,000 by more than 10% (i.e., by more than 15,400 Workweeks), then
15 then Defendant shall have the option of agreeing to either: 1) increase the Gross Settlement Amount on
16 a proportional basis by the amount by which it exceeds 10%, or 2) shorten the release period such that it
17 ends on the date that the number of Workweeks reaches 10% over 14,000 Workweeks in which case
18 Defendant will not be required to pay the additional amount. *Id.*

19 The Net Settlement Amount will be distributed and paid to all Class Members who do not submit
20 a timely and valid Request for Exclusion (“Participating Class Members”) on a *pro rata* basis based on
21 the number of weeks each Class Member worked for Defendant as an hourly-paid and/or non-exempt
22 employee in California during the Class Period (“Workweeks”). Gold Decl., ¶ 19; Settlement Agreement,
23 ¶¶ 1.23; 3.2.4. The *pro rata* share of the Net Settlement Amount that a Class Member may be eligible to
24 receive under the Class Settlement (“Individual Class Payment”) will be calculated by the Settlement
25 Administrator, in accordance with the Settlement Agreement. Gold Decl., ¶ 19; Settlement Agreement,
26 ¶ 1.23.

27 The Aggrieved Employee Amount will be distributed and paid to all Aggrieved Employees on a
28 *pro rata* basis based on the number of weeks each Aggrieved Employee worked for Defendant as an

hourly-paid and/or non-exempt employee in California during the PAGA Period (“PAGA Workweeks”). Gold Decl., ¶ 20; Settlement Agreement, ¶¶ 1.24; 3.2.5.1. The *pro rata* share of the Aggrieved Employee Amount that an Aggrieved Employee may be eligible to receive under the PAGA Settlement (“Individual PAGA Payment”) will be calculated by the Settlement Administrator, in accordance with the Settlement Agreement. Gold Decl., ¶ 20; Settlement Agreement, ¶ 1.24.

Each Individual Class Payment will be allocated as fifteen percent (15%) wages and eighty-five percent (85%) penalties. Gold Decl., ¶ 21; Settlement Agreement, ¶ 3.2.4.1. The portion allocated to wages will be reported on an IRS Form W-2 and the portions allocated to penalties, interest, and non-wage damages will be reported on an IRS Form 1099 (if applicable) by the Settlement Administrator. *Id.* The Settlement Administrator will withhold the employee’s share of taxes and withholdings with respect to the wages portion of the Individual Class Payment, and issue checks to Participating Class Members for their net payment of their Individual Class Payment (“Individual Class Payment”). Gold Decl., ¶ 21; Settlement Agreement, ¶¶ 3.2.4.1; 7.2. The employer’s share of taxes and contributions in connection with the wages portion of Individual Class Payment Shares will be paid by Defendant separately and in addition to the Gross Settlement Amount. Settlement Agreement, ¶ 3.1. Each Individual PAGA Payment will be allocated as one hundred percent (100%) penalties and will be reported on an IRS Form 1099-Misc. (if applicable) by the Settlement Administrator. Gold Decl., ¶ 21; Settlement Agreement, ¶¶ 3.2.4.1.

The Settlement Agreement is a non-reversionary and non-claims made settlement. Gold Decl., ¶ 22; Settlement Agreement, ¶ 3.1. The Net Settlement Amount will be fully distributed to Participating Class Members and the PAGA Penalties will be fully distributed to the LWDA and Aggrieved Employees, in accordance with the Settlement Agreement. Gold Decl., ¶ 19; Settlement Agreement, ¶ 4.3. No money will revert to Defendant. Gold Decl., ¶ 22; Settlement Agreement, ¶ 3.1.

Each Individual Class Payment and Individual PAGA Payment check will be valid and negotiable for one hundred and eighty (180) calendar days from the date the checks are mailed, and thereafter, shall be canceled. Gold Decl., ¶ 23; Settlement Agreement, ¶ 4.3.1. Any funds associated with such canceled checks will be distributed by the Settlement Administrator to the State of California’s Unclaimed Property Fund in the name of the Participating Class Member and/or Aggrieved Employee Gold Decl., ¶ 23;

1 Settlement Agreement, ¶ 4.3.3. The Parties agree that this disposition results in no “unpaid residue”
2 under California Civil Procedure Code § 384, as the entire Net Settlement Amount will be paid out to
3 Participating Class Members, whether or not they cash their settlement checks. *Id.*

4 **D. Released Claims**

5 Effective on the date when Defendant fully funds the entire Gross Settlement Amount and
6 employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff and all
7 Participating Class Members will be deemed to have fully, finally, and forever released, settled,
8 compromised, relinquished, and discharged the Released Parties of all Released Class Claims. Settlement
9 Agreement, ¶ 5.2.

10 Effective on the date when Defendant fully funds the entire Gross Settlement Amount and
11 employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff, on behalf
12 of the State of California, and all Aggrieved Employees, will be deemed to have fully, finally, and forever
13 released, settled, compromised, relinquished, and discharged the Released Parties of all Released PAGA
14 Claims. *Id.*, ¶ 5.3.

15 “Released Class Claims” means all claims, demands, rights, liabilities, and causes of action that
16 were pled, or could have been pled premised on the facts, claims, causes of action or legal theories
17 described below, in the Operative Complaint and that arose during the Class Period. The Participating
18 Class Members' release includes, but is not limited to, all claims, rights, demands, liabilities, damages,
19 attorneys' fees, costs, and causes of action of every nature and description, whether known or unknown,
20 arising from or related to the claims litigated in the Action, including claims for wages, damages, unpaid
21 costs, penalties, interest, attorneys' fees, litigation costs, restitution, equitable relief, or other relief under
22 California Business & Professions Code § 17200 et seq., based on the following categories of allegations
23 as set forth in the Lawsuit: (a) all claims under Labor Code §§ 510, 1194, 1197, 1197.1, and 1198 for
24 unpaid wages (including any and all claims for, among other things, alleged failure to pay overtime,
25 failure to properly calculate the regular rate, or off-the-clock work); (b) all claims under Labor Code §§
26 226.7 and 512 for failure to provide meal periods (including claims for missed, late or short meal periods
27 and meal and rest period penalties); (c) all claims under Labor Code § 226.7 for failure to authorize and
28 permit rest periods; (d) all claims under Labor Code §§ 2802 and 2800 for failure to indemnify necessary

business expenses; (e) all claims under Labor Code §§ 201, 202, 203, 204, and 210 for the failure to promptly pay all wages due and owing (including during employment or at the time of an employee's termination or discharge); (f) all claims under Labor Code § 226(a) for the failure to issue properly itemized wage statements; (g) all related claims for Unfair Competition or Business Practices under California Business and Professions Code Section 17200 et seq. or similar laws related to the alleged claims; (h) all claims for any and all penalties pursuant to the California Labor Code and/or the Private Attorneys General Act of 2004 premised on the alleged Labor Code violations that were pled, or that could have been pled premised on the facts, claims, causes of action or legal theories described above; and (i) all other claims that were or could have been asserted based on the facts alleged in the Action. The release period is the same as the Class Period with respect to the class claims. *Id.*, ¶ 5.2.

“Released PAGA Claims” means all claims, demands, rights, liabilities and causes of action that were pled, or could have been pled premised on the facts, claims, causes of action or legal theories alleged in the Operative Complaint and that arose during the PAGA Period with respect to the following claims: civil penalties under the Private Attorneys General Act of 2004 premised on the alleged Labor Code violations that were pled, or that could have been pled premised on the facts, claims, causes of action or legal theories alleged in the Complaint, as described in Section 5.2 of the Settlement Agreement. *Id.*, ¶ 5.3.

“Released Parties” means Defendant its past and present officers, directors, shareholders, managers, employees, agents, principals, heirs, representatives, accountants, auditors, consultants, and its respective successors and predecessors in interest, subsidiaries, affiliates, parents and attorneys. *Id.*, ¶ 1.40.

IV. STANDARD OF REVIEW FOR PRELIMINARY APPROVAL

The settlement of a class action requires court approval. *Dunk v. Ford Motor Co.*, 48 Cal.App.4th 1794 (1996). “In general, questions whether a settlement was fair and reasonable, whether notice to the class was adequate, whether certification of the class was proper, and whether the attorney fee award was proper are matters addressed to the trial court’s broad discretion.” *Wershba v. Apple Computer, Inc.*, 91 Cal.App.4th 224, 234-35 (2001) (disapproved on other grounds).

The review and approval of a proposed class action settlement involves a two-step process. Cal.

1 Rules of Court, Rule 3.769(c). First, counsel submit the proposed terms of the settlement and the Court
2 makes a preliminary assessment of whether the settlement appears to be sufficiently within the range of
3 a fair settlement to justify providing notice of the proposed settlement to class members. After notice is
4 provided to the class, the Court must conduct a second inquiry into whether the proposed settlement is
5 fair, reasonable, and adequate. *Id.*

6 The initial evaluation of the settlement at the preliminary approval step is not a fairness
7 hearing. Rather, “in determining whether preliminary approval is appropriate, the settlement under
8 review need only be *potentially* fair; the court makes a final adequacy determination at the final approval
9 hearing, after *all* parties have a chance to object and/or opt out.” *White v. Experian Info. Solutions, Inc.*,
10 803 F.Supp.2d 1086 (C.D. Cal. 2011) (overruled on other grounds), citing *Armstrong v. Board of School*
11 *Directors of City of Milwaukee*, 616 F.2d 305, 314 (7th Cir. 1980). The limited purpose of this initial
12 inquiry is to determine, at a threshold level, only whether the proposed settlement is within the range of
13 possible approval and, as a result, “whether there is any reason to notify the class members of the proposed
14 settlement and to proceed with a fairness hearing.” A presumption of fairness exists where: (1) the
15 settlement is reached through arm’s length bargaining; (2) investigation and discovery are sufficient to
16 allow counsel and the court to act intelligently; (3) counsel is experienced in similar litigation; and (4)
17 the percentage of objectors is small. *In re Microsoft I-V Cases*, 135 Cal.App.4th 706, 723 (2006); *Dunk*
18 *v. Ford Motor Co.*, 48 Cal.App.4th 1794, 1802 (1996).

19 Thus, preliminary approval does not require a court to make a final determination that the
20 settlement is fair, reasonable, and adequate. Rather, that decision is made only at the final approval stage,
21 after notice of the settlement has been given to the class members and they have had an opportunity to
22 object or exclude themselves from the settlement. Cal. Rules of Court, Rule 3.769(g). In considering a
23 potential class settlement, the court need not reach any ultimate conclusions on the issues of fact and law
24 which underlie the merits of the dispute and need not engage in a trial on the merits. *Officers for Justice*
25 *v. Civil Service Commission*, 688 F.2d 615, 625 (9th Cir. 1982).

26 **V. THE SETTLEMENT IS PRESUMED FAIR**

27 **A. The Settlement Was Reached as a Result of Arm’s-Length Bargaining**

28 California courts recognize that “a presumption of fairness exists where . . . [a] settlement is

1 reached through arm's-length bargaining.” *Wershba*, 91 Cal.App.4th at 245; *see also Clark v. Am.*
2 *Residential Servs. LLC*, 175 Cal.App.4th 785, 799 (2009). Here, the Parties’ settlement negotiations
3 were at all times made at arm's-length and were adversarial. Gold Decl., ¶ 24. The Settlement was
4 reached after completing a full day of mediation with a highly respected mediator with substantial
5 experience mediating wage and hour cases. *Id.* At all times, Plaintiff was willing and prepared to litigate
6 this matter through class certification and trial if the Parties had been unable to reach a favorable
7 resolution. Molt Decl., ¶¶ 6-7.

8 **B. Sufficient Investigation and Discovery by Experienced Class Counsel**

9 Courts typically assess the status of discovery in determining whether a class action settlement
10 agreement is fair, reasonable, and adequate. *Dunk*, 48 Cal.App.4th at 1801. The goal is to ascertain
11 whether investigation and discovery are “sufficient to allow counsel and the court to act intelligently.”
12 *Id.* at 1802. Prior to mediation, Defendant produced Aggrieved Employees’ time and pay data, as well as
13 information to determine the total number of Workweeks worked by the putative class members,
14 Defendant’s employee handbook, and relevant wage and hour policies. Gold Decl., ¶ 25.

15 This allowed Plaintiff’s counsel to conduct an informed assessment and analysis of the strengths
16 and weaknesses of the claims and the potential class-wide damages. *Id.*, ¶ 26. Based on information
17 exchanged, the Parties extensively briefed issues regarding class certification and liability and provided
18 their analyses to the Mediator who helped the Parties debate the strengths and weakness of their respective
19 positions. *Id.*, ¶ 27. Additionally, settlement negotiations were conducted by highly capable and
20 experienced counsel. Gold Decl., ¶¶ 7; 54(a)-(d). Accordingly, Class Counsel had sufficient information
21 and experience to act intelligently in negotiating the Settlement.

22 **C. The Settlement is Fair and Reasonable in Light of the Parties’ Respective Legal Positions** 23 **and Recovery Risks**

24 A settlement is not judged against what might have been recovered had a plaintiff prevailed at
25 trial, nor does the settlement have to obtain 100% of the damages sought to be fair and reasonable.
26 *Wershba*, 91 Cal.App.4th at 246, 250. In evaluating the reasonableness of a settlement, a trial court must
27 consider “the strength of plaintiffs’ case, the risk, expense, complexity and likely duration of further
28 litigation, the risk of maintaining class action status through trial, the amount offered in settlement, the

1 extent of discovery completed and the stage of the proceedings, the experience and views of counsel, the
2 presence of a governmental participant, and the reaction of the class members to the proposed settlement.”
3 *Kullar v. Foot Locker Retail, Inc.*, 168 Cal.App.4th 116, 128 (2008).

4 Here, the reasonableness of the Settlement is underscored by the fact that Defendant has legal and
5 factual grounds for defending the Action. Based upon Class Counsel’s experience litigating similar
6 complex matters, Plaintiff reasonably expected a vigorous and lengthy defense to both class certification
7 and the merits of the Action absent a settlement. Gold Decl., ¶ 52.

8 **1. Class Counsel’s Analysis of the Maximum Available Liability and Damages**

9 Class Counsel analyzed all available data and estimated Defendant’s maximum potential exposure
10 to be approximately \$2,588,249.80, assuming the litigation was successful at trial on all claims at issue
11 and every employee had a violation for each claim on every shift worked. *Id.*, ¶¶ 28-43. This estimate
12 is based off an estimated liability for all claims at issue and the total aggregate workweeks during the
13 relevant time period, less interest, and based on the analysis of the data which was extrapolated out for
14 all Class Members across the entire putative class period, which included: \$848,722.88 for meal period
15 violations less meal period premiums paid; \$776,838.20 for rest period violations; \$712,398.72 for unpaid
16 off-the-clock work; \$3,000 for unpaid overtime wages at the required regular rate of pay; \$247,290 for
17 unreimbursed reasonable business expenses. *Ibid.* Plaintiff further estimated that Defendant faced an
18 additional exposure of \$708,600 in potential, non-stacked (i.e., one penalty, per employee, per pay period
19 during the PAGA statutory period) PAGA penalties. *Ibid.* Together with the PAGA penalties,
20 Defendant’s maximum potential exposure totaled \$3,296,849.80 in damages. *Id.*, ¶ 28.

21 **2. Class Counsel’s Risk-Based Analysis and Risk-Based Adjustments**

22 While Plaintiff believes that Defendant faced significant exposure, substantial barriers to a
23 recovery existed. Defendant contended that Plaintiff’s claims are not suitable for class certification
24 because individual issues and affirmative defenses would predominate should this case go to trial. Gold
25 Decl., ¶ 30; *Brinker Restaurant Corp. v. Superior Court*, 53 Cal.4th 1004 (2012); *Duran v. U.S. Bank*
26 *Nat. Assn.*, 59 Cal.4th 1, 35-36 (2014); *Wal-Mart Stores, Inc. v. Dukes*, 131 S.Ct. 2541, 2551 (2011).
27 While Plaintiff and Class Counsel disagree with Defendant’s predictions, they also recognize that there
28 is a significant risk that the Court may deny class certification. Gold Decl., ¶ 52; *see also, Findings of*

1 *the Study of California Class Action Litigation*, 2000-2006, available at
2 <http://www.courts.ca.gov/documents/class-action-lit-study.pdf> (finding that only 21.4% of all class
3 actions were certified either as part of a settlement or as part of a contested certification motion)).

4 For example, Plaintiff's meal period claims assert that Defendant failed to provide lawful meal
5 periods. Plaintiff's theory of liability for meal period violations was based on allegations that Defendant's
6 practices failed to allow Class Members to take meal breaks in the manner required under California law.
7 Gold Decl., ¶ 29; *Bradley v. Networkers Int'l, LLC*, 211 Cal.App.4th 1129, 1150 (2012) (holding that
8 "the lack of a meal/rest break policy and uniform failure to authorize such breaks are matters of common
9 proof."). The sampling provided by Defendant revealed only modest meal break violations and revealed
10 the payment of a significant number of meal break premiums. *Id.* at ¶ 30. Defendant contended that its
11 policies and practices at all times during the Class Period were lawful. *Id.* Additionally, Defendant argued
12 that the rate of purported meal period violations reflected in the data would require individualized inquiry
13 and that such inquiry would prohibit a class from being certified. *Id.* Class Counsel has also considered
14 the risk that the Court would find validity in an individualized proof defense to certification of Plaintiff's
15 meal period claim. *Ibid.*

16 As another example, a large portion of Defendant's overall liability lies in Plaintiff's rest period
17 allegations. *Id.*, ¶¶ 32-34. As with the meal period allegations, Defendant contended that it had a lawful
18 written rest period policy, provided compliant rest breaks, and relieved Class Members of all duties as
19 required under California law. *Id.* at ¶ 33. Plaintiff reported that if she was able to take a rest break, they
20 were frequently interrupted by supervisors, coworkers, and/or students. *Id.* at ¶ 32. Plaintiff's damages
21 analysis on this claim was based on an alleged 25% violation rate. *Id.* However, this claim is even more
22 uncertain given the difficulties associated with proving the alleged rest period violations, as Defendant
23 was not required to record these breaks. *Id.*, ¶¶ 32-34. Given the lack of records demonstrating rest period
24 violations, there were legitimate concerns Plaintiff would not be able to certify these claims or prove
25 substantial damages with requisite certainty, which made the estimated value of this claim subject to
26 change. *Id.* at ¶ 33.

27 Plaintiff also faced challenges certifying and proving liability for her overtime and unpaid off-
28 the-clock claims. Plaintiff's minimum and overtime wages claims were largely based on unrecorded, off-

1 the-clock work performed by the Class Members both before and after their shifts and during purported
2 meal and rest periods. *Id.*, at ¶ 35. For example, Class Members were required to perform work off-the-
3 clock to address students' crises, perform Covid checks, and accommodate students' and teachers'
4 schedules. *Id.* However, the individualized nature of why this work was performed and the individualized
5 nature of damages presented substantial concerns regarding the manageability of the case and the risk the
6 Court would find these issues prevented certification, and the estimated damages for this claim were
7 based on an assumption that all Class Members worked off the clock at least one hour per week. *Id.*, at ¶
8 37.

9 As another example, Plaintiff and other Class Members regularly used their personal cell phones
10 for work-related calls with supervisors, students, and teachers, for which they were not reimbursed. *Id.*,
11 at ¶ 39. However, Defendant contended that use of a personal cell phone was unnecessary because of
12 other equipment and tools provided to its employees and whether employees used their personal cell
13 phones would require individualized proof. *Id.* Class Counsel has also considered the risk that the Court
14 would find validity in an individualized proof defense to certification of Plaintiff's business expense
15 reimbursement claim. *Id.*

16 There are also substantial risks associated with Plaintiff's waiting time penalties and wage
17 statement claims. *Id.* at ¶¶ 40-42. First, these claims were derivative of Plaintiff's claims for unpaid meal
18 period premiums, unpaid rest period premiums, unpaid minimum wages, and unpaid overtime wages,
19 and if certification was denied on those underlying claims, these derivative claims for penalties would
20 also likely fail. *Id.* Further, even if Plaintiff prevailed on her underlying claims, she would still be required
21 to demonstrate that Defendant's violations of California Labor Code section 203 were *willful* violations.
22 *Id.*; *See, e.g., Choate v. Celite Corp.*, 215 Cal App. 4th 1460, 1468 (2013) (holding that "an employer's
23 reasonable, good faith belief that wages are not owed may negate a finding of willfulness")). Wage
24 statement claims have also seen varying treatment at the appellate level because such claims have an
25 element of discretion attached to them rather than a pure calculation of damages after liability is proven.
26 *Ibid.*; compare *Jaimez v. DAIOHS USA, Inc.*, 181 Cal.App.4th 1286 (2010) with *Price v. Starbucks Corp.*,
27 192 Cal.App.4th 1136 (2011)). Accordingly, these derivative claims, were therefore uncertain.

28 Class Counsel also recognized that, even if Plaintiff prevailed at class certification, proving the

1 amount of wages due to Class Members would be an expensive, time-consuming, and uncertain
2 proposition. *Id.* at ¶ 47. In order to prove liability and damages, Class Counsel will need to request and
3 analyze thousands of pages of documents, obtain the Class Members' contact information, contact them,
4 and obtain their declarations at great expense. *Ibid.* Obtaining the cooperation of current employees
5 would also be difficult, given the likely reluctance to aid prosecution of a lawsuit against a current
6 employer. *Ibid.* On the other hand, Defendant would likely be able to obtain the cooperation of their
7 employees. *Ibid.* Moreover, even if Plaintiff prevailed at class certification and trial, possible appeals
8 would substantially delay any recovery by the Class. *Ibid.*

9 Therefore, taking into account how each of the above risks potentially effected Plaintiff's ability
10 to first obtain class certification, and then prove the underlying violations, plus the cost and delay in
11 recovering the alleged potential damages, Class Counsel discounted Defendant's estimated liability based
12 on the challenges facing her ability to success on class certification by 50% to \$1,648,424.90. *Id.* at ¶ 49.
13 The merits-based risk factors further reduced Defendant's estimated liability by an additional 50%. *Ibid.*
14 This resulted in an adjusted estimated liability of \$824,212.45. *Id.* In light thereof, the settlement amount
15 of \$625,000.00 is a significant settlement. *Ibid.*

16 Class Counsel also contemplated the risks of proceeding with the PAGA action and potential
17 liability Defendant could face from this claim as part of the global resolution. *Id.* at ¶ 50. Existing case
18 law makes PAGA claims subject to the same defenses and risks as Plaintiff's underlying wage claims.
19 *Id.*; see, *Elliot v. Spherion Pac. Work, LLC*, 572 F.Supp.2d 1169, 1181-82 (C.D. Cal. 2008) ("Plaintiff's
20 claim under [PAGA] is wholly dependent upon her other claims. Because all of Plaintiff's other claims
21 fail as a matter of law, so does her PAGA claim"). Class Counsel also anticipated that even if successful
22 on the merits at trial, the imposition of cumulative civil penalties based on the alleged wage and hour
23 violations could be considered unjust, arbitrary and oppressive, or confiscatory, and that Defendant would
24 argue that it made a good faith attempt to comply with its legal obligations warranting a discretionary
25 reduction¹ in penalties. *Id.* Finally, Class Counsel was also mindful of the fact that PAGA is
26

27 ¹ See, e.g., *Thurman v. Bayshore Transit Management, Inc.*, 203 Cal.App.4th 1112, 1131 (2012)
28 (imposition of both statutory and civil penalties for same conduct is impermissible double recovery)
(disapproved on other grounds); *Aguirre v. Genesis Logistics*, 2013 WL 10936035, at *3 (C.D. Cal. 2013)
("duplicative effect" of penalties is a factor in favor of "reducing ...the PAGA penalty"); *Smith v. Lux*

1 fundamentally not intended to be compensatory in nature, but is instead intended to facilitate enforcement
2 of California's labor laws by financing state activities and educating and deterring non-compliance. *Id.*

3 Therefore, after considering this multitude of factors, Plaintiff and Class Counsel concluded that
4 it was in the best interest of the State of California and the Aggrieved Employees to enter into the
5 Settlement, and to allocate Fifty Thousand Dollars and Zero Cents (\$50,000.00) of the Gross Settlement
6 Amount towards the PAGA claim, which represents approximately 8% of the Gross Settlement Amount.
7 *Id.* at ¶ 51. This percentage of the settlement is well within the range of wage and hour settlements
8 regularly approved in both state and federal court for cases that include both a class and PAGA action.
9 *Id.* Typically, such hybrid cases allocate only 1% of the gross settlement value to resolve PAGA claims,
10 and, indeed, settlements allocations as little as 0.22% of the gross settlement amount have been approved
11 as reasonable by courts. *Id.* Moreover, the overall relief obtained by the Settlement is significant, not
12 only from a monetary perspective, but also because it fulfills the public policy objectives of PAGA—to
13 promote enforcement of California's labor laws, provide funds to the state, and deter future non-
14 compliance by the employer. *Id.*

15 The Settlement is in the best interest of the Class Members, the Aggrieved Employees, and the
16 State of California and is within the accepted range of recoveries for this type of litigation given the
17 inherent risk of litigation, the risk of obtaining and maintaining class certification, and the costs of further
18 litigation. *Id.* at ¶ 52.

19 VI. CERTIFICATION FOR SETTLEMENT PURPOSES IS WARRANTED

20 Three basic requirements must be met in order to sustain any class action: (1) there must be an
21 ascertainable class; (2) there must be a well-defined community of interest in the question of law or fact
22 affecting the parties to be represented; and (3) certification will provide substantial benefits to litigants
23 and the courts, i.e., proceeding as a class action is superior to other methods. *Dunk*, 48 Cal.App.4th at
24

25 *Retail North America, Inc.*, 2013 WL 2932243, at *3 (N.D. Cal. June 13, 2013) (declining to stack
26 penalties based on the same conduct); *Castillo v. ADT, LLC*, 2017 WL 363108, at *4 (E.D. Cal. Jan. 25,
27 2017); *Sanchez v. McDonalds Restaurants of California, Inc.*, 2017 WL 4620746 (LA Super. Ct. July 6,
28 2017) (declining to stack penalties arising out of the same conduct); *Fleming v. Covidien, Inc.*, 2011 WL
756304718, at *4 (C.D. Cal. Aug. 12, 2011) (reducing PAGA penalties by 80%); *Cotter v. Lyft, Inc.*, 193
F.Supp.3d 1030 (N.D. Cal. 2016) (indicating that a substantial reduction is warranted where good faith
dispute exists in legal obligations); *Carrington v. Starbucks Corp.*, 30 Cal.App.5th 504, 529 (2018)
(approving reduction in penalties from \$50 per pay period to \$5 per pay period based on good faith
attempts to comply with obligations and minimal violations).

1 1806. Plaintiff contends that the Action, which is based upon Defendant’s wage and hour policies and
2 practices, satisfies the class certification requirements under Code of Civil Procedure section 382.
3 Defendant denies Plaintiff’s allegations, but for purposes of the Settlement only, Defendant has stipulated
4 to certification of the Class.

5 **A. An Ascertainable Class Exists Which is So Numerous That Joinder of All Members is**
6 **Impracticable**

7 Whether an ascertainable class exists turns on three factors: (1) the class definition, (2) the size of
8 the class, and (3) the means of identifying the class members. *Miller v. Woods*, 148 Cal.App.3d 862, 873
9 (1983). In this case, all three considerations strongly favor class certification. Here, the Class is defined
10 as “all current and former non-exempt, hourly employees of Defendant who worked in California at any
11 time during the Class Period.” Gold Decl., ¶ 15; Settlement Agreement, ¶ 1.3. This provides a clear and
12 definite scope for the proposed class.

13 Next, the Class is sufficiently numerous. There is no magic number that satisfies the numerosity
14 requirement. Courts have certified classes with as few as ten or twenty-eight class members. *Rose v.*
15 *City of Hayward*, 126 Cal.App.3d 926, 934 (1981); *Bowles v. Superior Court*, 44 Cal.2d 574 (1995);
16 *Hebbard v. Colgrove*, 28 Cal.App.3d 1017, 1030 (1972). Here, the estimated Class size of two hundred
17 thirty-four (234) individuals (as of July 1, 2024) meets the numerosity requirement. Gold Decl., ¶ 15.

18 Finally, the question of whether class members are easily identifiable turns on whether a plaintiff
19 can establish “the existence of an ascertainable class.” *Daar v. Yellow Cab Co.*, 67 Cal.2d 695, 706
20 (1967). The existence of an ascertainable class in this case can be established through Defendant’s payroll
21 records, and the Class definition is sufficiently specific to enable the Parties, Class Members, and the
22 Court to determine the parameters of the Class. *Clothesrigger, Inc. v. GTE Corp.*, 191 Cal.App.3d 605,
23 617 (1987).

24 **B. The Class Shares a Well-Defined Community of Interest**

25 The community of interest requirement embodies three factors: (1) predominant questions of law
26 and fact; (2) class representatives with claims or defenses typical of the class; and (3) class representatives
27 who can adequately represent the class. *Dunk*, 48 Cal.App.4th at 1806. Here, all three requirements are
28 easily satisfied.

1 The commonality criterion requires the existence of common question of law or fact and is
2 generally established with the issues of predominance and typicality. *Daar*, 67 Cal.2d at 706. What is
3 required is that a common question of fact or law exists which predominates over issues unique to
4 individual plaintiffs. The existence of individual issues or facts—generally present in any case arising
5 from employment—is not a bar to class certification as long as they do not render class litigation
6 unmanageable or predominate over the common issues. *B.W.I. Custom Kitchen v. Owens-Illinois, Inc.*,
7 191 Cal.App.3d 1341, 1354 (1987).

8 Here, Plaintiff’s claims present common issues of law and fact that predominate and warrant class
9 certification. Plaintiff alleges that Defendant, among other things, denied compliant meal and rest periods
10 to employees, required employees to perform work off-the-clock, and failed to fully compensate
11 employees for all time actually worked. These policies and practices meant that Defendant allegedly
12 failed to pay minimum and overtime wages, and other related claims. Plaintiff alleges that Defendant’s
13 policies and practices were uniform as to all Class Members. Thus, class treatment is appropriate.

14 To satisfy the typicality requirement, California law does not require that plaintiffs’ claims be
15 identical to the other class members. Rather, the test of typicality for a class representative is whether
16 other members have the same or similar injury, whether the action is based on conduct which is not
17 unique to the named plaintiff, and whether other class members have been injured by the same course of
18 conduct. *Seastrom v. Newways, Inc.*, 149 Cal.App.4th 1496, 1502 (2007). The typicality requirement for
19 a class representative refers to the nature of the claim or defense of the representative, and not to the
20 specific facts from which it arose or the relief sought. *Id.*

21 Here, Plaintiff alleges that her claims are similar to that of the other Class Members and that
22 Plaintiff’s claims arise out of the same alleged course of conduct giving rise to the claims of the other
23 Class Members. Because Plaintiff’s claims are based upon the same alleged conduct and business
24 practices as those of Class Members, the typicality requirement has been satisfied.

25 Finally, the question of adequacy of representation “depends on whether the plaintiff’s attorney
26 qualifies to conduct the proposed litigation in the plaintiff’s interest or not antagonistic to the interests of
27 the class.” *McGee v. Bank of America*, 60 Cal.App.3d 442, 450 (1976). Here, these considerations are
28 satisfied. Class Counsel is well-regarded and is qualified and experienced in employment-related, class-

1 action litigation. Gold Decl., ¶¶ 7; 54(a)-(d). Plaintiff will vigorously, adequately, and fairly represent
2 the interests of the Class. Molt Decl., ¶¶ 6-7. Plaintiff has, at all times, throughout the course of the
3 litigation considered the interests of the Class and understood that she must take steps to adequately
4 represent the Class and their interests. *Id.* Because Plaintiff’s claims are typical of other Class Members
5 and are not based on unique circumstances, there is no antagonism between the interests of Plaintiff and
6 the Class.

7 **C. A Class Action is Superior to a Multiplicity of Litigation**

8 Under the circumstances, proceeding as a class action is a superior means of resolving this dispute,
9 as the Class Members and the Court will derive substantial benefits. Class certification would serve as
10 the only means to deter and redress the alleged violations. *Linder v. Thrifty Oil Co.*, 23 Cal.4th 429, 434
11 (2000) (relevant considerations include the probability that each class member will come forward to prove
12 his or her separate claim and whether the class approach would actually serve to deter and redress the
13 alleged wrongdoing). Further, individual actions arising out of the same operative facts would unduly
14 burden the courts and could result in inconsistent results. Therefore, class action proceedings are superior
15 to individual litigation.

16 **VII. THE REQUESTED CLASS REPRESENTATIVE SERVICE PAYMENT IS** 17 **REASONABLE**

18 Plaintiffs in class action lawsuits are eligible for reasonable incentive payments as compensation
19 “for the expense or risk they have incurred in conferring a benefit on other members of the class.” *Munoz*
20 *v. BCI Coca-Cola Bottling Co.*, 186 Cal.App.4th 399, 412 (2010). Courts routinely grant approval of
21 class action settlement agreements containing enhancements for the class representative, which are
22 necessary to provide incentive to represent the class and are appropriate given the benefit the class
23 representatives help to bring about for the class. *In re Online DVD Rental*, 779 F.3d 934, 947-948 (9th
24 Cir. 2014) (approving incentive award 417 times larger than individual payments where incentive award
25 made up a mere .17% of the settlement); *Gaudin v. Saxon Mortgage Servs., Inc.*, 2015 WL 7454183, at
26 *10 (N.D. Cal. Nov. 23, 2015) (finding service award of \$15,000 to be “fair and reasonable”).

27 Plaintiff initiated this litigation on behalf of her former co-workers who will now be entitled to
28 receive payment from the Settlement. Plaintiff invested substantial time and effort into litigation,

1 including her own research, reviewing documents, and extensive discussions with Class Counsel. Molt
2 Decl., ¶¶ 4-5. Further, the requested amount for Plaintiff is also reasonable given the average award and
3 the benefit gained by other Class Members. For these reasons, Plaintiff requests that a Class
4 Representative Service Payment of Seven Thousand Five Dollars and Zero Cents (\$7,500.00) to Plaintiff
5 be preliminarily approved by the Court. Gold Decl., ¶ 45; Molt Decl., ¶ 13.

6 **VIII. THE REQUESTED ATTORNEYS' FEES AND COSTS ARE REASONABLE**

7 Trial courts have “wide latitude” in assessing the value of attorneys’ fees and their decisions will
8 “not be disturbed on appeal absent a manifest abuse of discretion.” *Lealao v. Beneficial Cal, Inc.*, 82
9 Cal.App.4th 19, 41 (2000). California law provides that attorney fee awards should be equivalent to fees
10 paid in the legal marketplace to compensate for the result achieved and risk incurred. *Id.*, at 47. In cases
11 where class members present claims against a common fund and the defendant agrees to a percentage of
12 the fund as part of the settlement, use of the percentage method is appropriate. *Id.*, at 32.

13 Here, the requested Class Counsel Fees Payment is thirty five percent (35%) of the Gross
14 Settlement Amount (i.e., \$218,750.00 if the Gross Settlement Amount is \$625,000.00) which is disclosed
15 to Class Members in the proposed Class Notice. Settlement Agreement, Ex. A. The requested Class
16 Counsel Fees Payment was freely negotiated, is common in the legal marketplace, and is not opposed by
17 Defendant. The Motion for Final Approval will elaborate on the nature of the legal services provided
18 and will also support Class Counsel’s request for the reimbursement of litigation costs and expenses not
19 to exceed Twenty-One Thousand Dollars and Zero Cents (\$21,000.00). Gold Decl., ¶ 16. The Class
20 Counsel Litigation Expense Payment that are not ultimately approved by the Court shall instead be
21 included in the Net Settlement Amount to be distributed to Participating Class Members. Settlement
22 Agreement, ¶ 3.2.2.

23 **IX. THE CLASS NOTICE AND THE OPT-OUT AND OBJECTION PROCESS** 24 **MEETS DUE PROCESS REQUIREMENTS**

25 The Parties have jointly drafted the Class Notice, which will be mailed to the Class Members.
26 Settlement Agreement, Ex. A. The Class Notice will include information regarding the nature of the
27 Action, a summary of the terms of the Settlement, the Class definition, information on how to object to
28 and/or opt-out of the Class Settlement and to dispute Class Member Workweeks and/or PAGA

1 Workweeks, and the date of the Final Approval Hearing. *Id.* The Class Notice will list each Class
2 Member's total Workweeks and their estimated Individual Class Payment and each Aggrieved
3 Employee's total PAGA Workweeks and their estimated Individual PAGA Payment. *Id.*

4 No later than ten (10) days of entry of the order of Preliminary Approval, Defendant will provide
5 a list in a formatted readable Microsoft Office Excel spreadsheet to the Settlement Administrator
6 containing the following information for each Class Member: (1) full name; (2) last known mailing
7 address; (3) Social Security number; (4) dates worked for Defendant during the Class Period; (5) number
8 of Workweeks during the Class Period; (6) number of Workweeks during the PAGA Period (collectively
9 referred to as the "Class Data"). Gold Decl., ¶ 18. Using best efforts to perform as soon as possible, and
10 in no event later than fourteen (14) days after receiving the Class Data, the Settlement Administrator will
11 perform a search based on the National Change of Address Database or any other similar services
12 available, such as provided by Experian, for information to update and correct for any known or
13 identifiable address changes, and will mail a Class Notice in English and Spanish (in the form attached
14 as Exhibit A to this Settlement Agreement) to all Class Members via First-Class U.S. Mail, using the
15 most current, known mailing addresses identified by the Settlement Administrator. *Id.* The Parties have
16 agreed to use ILYM Group, Inc. as the Settlement Administrator. *Id.*; Settlement Agreement, ¶ 7.1.

17 In determining whether to approve a settlement of a class action, a trial court has virtually
18 complete discretion as to the manner of giving notice to class members, and review on appeal is governed
19 by the abuse of discretion standard. *In re Cellphone Fee Termination Cases*, 186 Cal.App.4th 1380
20 (2010). Here, Class Counsel is not aware of an alternative method of providing notice to the Class which
21 would result in a higher likelihood of actual notice. Gold Decl., ¶ 18. The original source of the mailing
22 addresses is from Class Members, who provided the information to Defendant. *Id.*

23 Class Members will have forty-five (45) calendar days after the initial mailing of the Class Notice
24 by the Settlement Administrator to submit a Request for Exclusion, Notice of Objection, and/or
25 Workweeks Dispute ("Response Deadline"). Settlement Agreement, ¶ 1.41.

26 Any Class Notice returned to the Settlement Administrator as undeliverable on or before the
27 Response Deadline will be sent promptly via First-Class U.S. Mail to the forwarding address affixed
28 thereto and the Settlement Administrator will indicate the date of such re-mailing on the Class Notice.

1 Settlement Agreement, ¶ 7.4. If no forwarding address is provided, the Settlement Administrator will
2 promptly attempt to determine a correct address using a skip-trace or other search, using the name,
3 address, and/or Social Security number of the Class Member, and perform a single re-mailing within
4 seven (7) calendar days. *Id.* In the event that a Class Notice is re-mailed to a Class Member, the Response
5 Deadline for that Class Member shall be extended fourteen (14) calendar days from the original Response
6 Deadline. *Id.*, ¶ 7.4.4.

7 Class Members will have an opportunity to challenge the number of Workweeks and/or PAGA
8 Workweeks to which the Class Member has been credited, as reflected in their respective Class Notices,
9 by submitting a timely and valid written challenge to the Settlement Administrator, by mail, on or before
10 the Response Deadline. *Id.*, ¶ 7.6. A challenge to the number of Workweeks allocated to the Class
11 Member must: state the Class Member's full name, signature, address, email address or telephone
12 number, and last four digits of Social Security number for verification purposes. *Id.* It must be sent to the
13 Settlement Administrator by email or mail, at the specified address, postmarked on or before the Response
14 Deadline *Id.*

15 Any Class Member wishing to be excluded from the Class Settlement must submit a timely and
16 valid letter to the Settlement Administrator, by email or mail, on or before the Response Deadline. *Id.*,
17 ¶¶ 7.5.1-7.5.4. A Request for Exclusion is a letter from a Class Member or his/her representative that
18 reasonably communicates the Class Member's election to be excluded from the Class Settlement and
19 includes the Class Member's full name, signature, address, email address or telephone number, and last
20 four digits of Social Security number for verification purposes. *Id.*, ¶ 7.5.1. To be valid, a Request for
21 Exclusion must be timely emailed or postmarked by the Response Deadline. *Id.* Notwithstanding the
22 above, all Aggrieved Employees will be bound to the PAGA Settlement and will be issued their Individual
23 PAGA Payment, irrespective of whether they submit a Request for Exclusion. *Id.*, ¶ 7.5.4.

24 To object to the Class Settlement, a Participating Class Member must submit a timely and
25 complete written objection ("Notice of Objection") to the Settlement Administrator, by email or mail, on
26 or before the Response Deadline. *Id.*, ¶¶ 7.7.1-7.7.2. A Notice of Objection must include the Participating
27 Class Member's full name, signature, address, email address or telephone number, and last four digits of
28 Social Security number for verification purposes. *Id.*, ¶ 7.7.2. A Participating Class Member, individually

1 or through counsel, may also present their objection orally at the Final Approval Hearing, regardless of
2 whether they have submitted a Notice of Objection. *Id.*, ¶ 7.7.2.

3 **X. SCHEDULING OF FINAL APPROVAL HEARING**

4 If the Court enters the Order Granting Preliminary Approval of Class Action and PAGA Settlement
5 on April 17, 2025, which is the date of the hearing on Plaintiff's Motion for Preliminary Approval of Class
6 Action and PAGA Settlement, then Plaintiff believes that a final approval hearing should be set on July
7 28, 2025 or a date thereafter that is convenient for the Court.

8 **XI. CONCLUSION**

9 For all of the foregoing reasons, Plaintiff respectfully requests that this Court grant Plaintiff's
10 Motion for Preliminary Approval of Class Action and PAGA Settlement and the relief requested herein.

11
12 Respectfully submitted,

13 Dated: March 10, 2025

BLACKSTONE LAW, APC

14 By: 
15 Karen I. Gold
16 Sara Pezeshkpour
17 Noam Reiffman
18 Marissa A. Mayhood

19 *Attorneys for Plaintiff CYNTHIA MOLT, individually,*
20 *and on behalf of other similarly situated employees and*
21 *Aggrieved Employees pursuant to the California Private*
22 *Attorneys General Act*



Journal Technologies Court Portal

Make a Reservation

CYNTHIA MOLT vs LOS ANGELES FILM SCHOOLS, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

Case Number: 23STCV30757 Case Type: Civil Unlimited Category: Other Employment Complaint Case
Date Filed: 2023-12-18 Location: Stanley Mosk Courthouse - Department 20

Reservation

Case Name:

CYNTHIA MOLT vs LOS ANGELES FILM SCHOOLS, LLC,
A CALIFORNIA LIMITED LIABILITY COMPANY

Case Number:

23STCV30757

Type:

Motion for Order (Motion for Preliminary Approval)

Status:

RESERVED

Filing Party:

CYNTHIA MOLT (Plaintiff)

Location:

Stanley Mosk Courthouse - Department 20

Date/Time:

04/17/2025 8:30 AM

Number of Motions:

1

Reservation ID:

730596287166

Confirmation Code:

CR-PP7ZISMFU3AEKTZQP

Fees

Description	Fee	Qty	Amount
Motion for Order (name extension)	0.00	1	0.00
TOTAL			\$0.00

Payment

Amount:

\$0.00

Type:

NOFEE

Account Number:

n/a

Authorization:

n/a

Payment Date:

n/a

Print Receipt

Reserve Another Hearing