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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

RUBEN PEREZ, as an individual and on behalf
of all others similarly situated,

Plaintiff,

vs.

GRAIN CRAFT, LLC, a Delaware limited
liability company; and DOES 1 through 100,

Defendants.

Case No.: 23STCV24438

*[Case assigned for all purposes to the Hon.
William F. Highberger, Dept. SSC-10]*

**PLAINTIFF'S NOTICE OF MOTION
AND MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT**

Date: July 2, 2025
Time: 10:00 a.m.
Dept.: SSC-10

Complaint Filed: October 6, 2023
Trial Date: None Set

TO THE COURT, ALL PARTIES, AND THEIR ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE that pursuant to Rule 3.769 of the California Rules of Court, on July 2, 2025, at 10:00 a.m. in Department SSC-10 of the above-entitled Court, located at 312 North Spring Street, Los Angeles, California 90012, Plaintiff Ruben Perez (“Plaintiff”), individually and on behalf of a class of similarly situated individuals, will and hereby does move this Court for:

1. Preliminary approval of the proposed class settlement of this lawsuit;
2. Pursuant to section 382 of the California Code of Civil Procedure, provisional certification of the following Settlement Class defined as follows:
All current and former non-exempt employees who worked for Defendant Grain Craft, LLC, in California from October 6, 2019, to August 30, 2024 (the “Class Period”).
3. Preliminary appointment of Plaintiff Ruben Perez as Class Representative;
4. Preliminary appointment of Paul K. Haines, Sean M. Blakely, and Joel M. Gordon of Haines Law Group, APC, as Class Counsel;
5. The scheduling of a hearing to consider whether the Settlement should be finally approved and to permit a Class Representative Service Payment to Plaintiff, civil penalties payable to the Labor & Workforce Development Agency (“LWDA”), settlement administration costs, and attorneys’ fees and costs to Class Counsel;
6. Appointment of ILYM Group, Inc. as the third-party Settlement Administrator for mailing notices; and
7. Approval of the proposed Class Notice and an order that is to be disseminated to the proposed Settlement Class as provided in the Stipulation of Settlement.

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1 This Motion is based on this Notice of Motion; the attached Memorandum of Points and
2 Authorities; the supporting declarations of Paul K. Haines, Sean M. Blakely, Joel M. Gordon,
3 Plaintiff Ruben Perez, and Anthony Rodgers of ILYM Group, Inc., and the exhibits attached
4 thereto; the pleadings, and other papers filed in this Action; and on any further oral or
5 documentary evidence or argument presented at the time of the hearing.

6
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8 Dated: April 29, 2025

Respectfully submitted,
HAINES LAW GROUP, APC

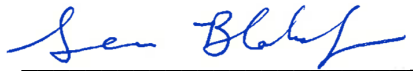
9
10 By: 
11 Paul K. Haines
12 Sean M. Blakely
13 Joel M. Gordon
14 Attorneys for Plaintiff
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I. INTRODUCTION

attorneys' fees and costs, the Net Settlement Amount of approximately \$233,000.00 will be distributed to all Settlement Class members who do not opt out of the Settlement based on the proportionate number of workweeks worked by each Settlement Class member during the Class Period. Additionally, all non-exempt employees who worked for Grain Craft in California from October 6, 2022 through August 30, 2024 (the "PAGA Period") will also receive a portion of the \$5,000.00 PAGA Amount based on the proportionate number of pay periods worked during the PAGA Period.

Significantly, Settlement Class members do not need to file a claim to reap the financial benefits of the Settlement, as all Settlement Class members will automatically receive a payment unless they affirmatively opt out. There are approximately 38 Settlement Class members, and **the average payment to participating Settlement Class members is projected to be approximately \$6,131.58.**

The proposed Settlement is within the range of possible approval in light of the significant legal and factual obstacles that Plaintiff faced, the risks and costs of further litigation, and the tangible monetary benefits to be received by Plaintiff and the Settlement Class. For the reasons discussed herein, Plaintiff respectfully requests that this Court grant preliminary approval of the Settlement.

II. SUMMARY OF THE LITIGATION

A. THE PARTIES AND BRIEF PROCEDURAL HISTORY

Grain Craft operates a flour mill in California, providing bulk and bagged flour for baking, food service, tortilla and pizza industries across the nation. *See* Declaration of Sean M. Blakely ("Blakely Decl."), ¶ 8. Plaintiff worked for Grain Craft in the non-exempt position of "Miller" from approximately July 1990 until his separation of employment in 2023. *See* Declaration of Ruben Perez. ("Perez Decl."), ¶ 2.

On October 6, 2023, Plaintiff filed this class action asserting causes of action for: (1) minimum wage violations; (2) failure to pay all overtime wages; (3) meal period violations; (4) rest period violations; (5) wage statement violations; (6) waiting time penalties; and (7) unfair competition in violation of California Business & Professions Code § 17200 *et seq.* Blakely Decl.,

¶ 9. On October 9, 2023, Plaintiff sent his PAGA notification letter to the Labor & Workforce Development Agency (“LWDA”). *Id.*; **Exhibit B** (LWDA Letter). Subsequently, on December 15, 2023, Plaintiff filed the operative First Amended Class and Representative Action Complaint (“FAC”) adding a cause of action for civil penalties under the PAGA. Blakely Decl., ¶ 9.

B. PLAINTIFF’S CLAIMS AND GRAIN CRAFT’S DEFENSES

1. Unpaid Wages Due to Unlawful Timekeeping Policies/Practices

Plaintiff contends that Grain Craft utilized a timekeeping system that systematically underpaid wages to Settlement Class members. Blakely Decl., ¶ 14. Specifically, Plaintiff contends that although Grain Craft’s timekeeping system recorded hours worked to the minute, Grain Craft only compensated Settlement Class members for their scheduled hours of work (as opposed to all hours on the clock), resulting in an underpayment of wages to Settlement Class members. *Id.*

However, Grain Craft counters that its timekeeping policies/practices complied with California law and that it has always properly compensated Settlement Class members for all hours worked throughout the Class Period. Blakely Decl., ¶ 14. Grain Craft contends that it utilized an even-handed timekeeping system that, on balance, resulted in employees being paid for all hours actually worked. *Id.* Grain Craft contends that although Settlement Class members may have clocked in prior to their scheduled start time, it was not possible for Settlement Class members to perform any compensable work prior to the scheduled start of shift. *Id.* Finally, Grain Craft asserts that Plaintiff would be unable to certify this claim since its timekeeping policies/practices are facially neutral and individualized inquiries would be necessary as to whether employees were in fact underpaid for each workday in question (including whether they were actually working when they were clocked in), resulting in an unmanageable series of mini-trials. *Id.*

2. Meal Period Claims

Plaintiff alleges Grain Craft failed to provide Plaintiff and other non-exempt employees with a timely, duty-free, and uninterrupted 30-minute meal period commencing before the end of the fifth hour of work. Blakely Decl., ¶ 15. Plaintiff further alleges that Settlement Class members

1 were not provided with second meal periods when they worked shifts in excess of 10.0 hours in
2 a workday. *Id.*

3 Grain Craft counters that it maintained compliant meal period policies throughout the
4 Class Period in accordance with the collective bargaining agreement between Grain Craft and
5 Settlement Class members, who belonged to ILWU Local 26, and that the company always
6 provided compliant meal periods in line with those policies. Blakely Decl., ¶ 15. Grain Craft
7 further contends that it always provided employees the opportunity to take meal periods and is
8 not required to ensure they are taken. *Id.*; see *Brinker Rest. Corp. v. Sup. Ct.*, 53 Cal.4th 1004,
9 1034 (2012) (rejecting “ensure” standard). Thus, Grain Craft argues that any missed, late or short
10 meal periods resulted from lawful employee choice rather than any policy and/or practice of Grain
11 Craft. Blakely Decl., ¶ 15. Additionally, Grain Craft maintains that employees voluntarily waived
12 their second meal period when they worked shifts in excess of 10.0 hours (but less than 12.0
13 hours), as they are entitled to do under Labor Code § 512. *Id.* Finally, Grain Craft argues that
14 these claims are not suited for class treatment, as individual inquiries would be needed to assess
15 which employees took non-compliant meal periods or missed meal periods, how many meal
16 periods were non-compliant or missed, and the reasons why a particular employee did not take a
17 compliant meal period on a particular shift. *Id.*

18 **3. Rest Period Claims**

19 Plaintiff alleges that Grain Craft's written rest period policies failed to authorize and
20 permit legally compliant off-duty rest periods as Grain Craft's policies required employees to
21 remain on Grain Craft's premises during rest periods. Blakely Decl., ¶ 16; see also *Augustus v.*
22 *ABM Security Svcs., Inc.*, 2 Cal.5th 257, 260, 273 (2016) (“During required rest periods,
23 employers must relieve their employees of all work duties and relinquish any control over how
24 employees spend their break time . . .”). Plaintiff further alleges that employees were regularly
25 prevented from taking off-duty rest periods due to the strict timelines associated with the
26 production line and lack of personnel to relieve employees to receive off-duty rest periods.
27 Blakely Decl., ¶ 16.

28 Grain Craft counters that it maintained and enforced lawful rest period policies/practices

1 during the Class Period, and has, in fact, authorized and permitted all required rest periods to
2 Settlement Class members. Blakely Decl., ¶ 16. Furthermore, Grain Craft argues their rest period
3 policies were consistent with the collective bargaining agreement between Grain Craft and
4 Settlement Class members, who belonged to ILWU Local 26. *Id.*, at ¶ 16. Grain Craft further
5 argues that Plaintiff’s rest period claim is not amenable to class treatment, since individual
6 inquiries would be required to determine which employees failed to take rest periods, how many
7 rest periods they failed to take, and the reasons why each employee failed to take rest period(s)
8 on a particular shift. *Id.* These manageability concerns are especially pertinent with respect to rest
9 period claims, Grain Craft argues, given that rest periods are not recorded. *Id.*

10 **4. Wage Statement Claims**

11 As a result of the unpaid wages and unpaid meal and rest period premium wages described
12 above, Plaintiff alleges that Grain Craft is liable for wage statement penalties pursuant to Labor
13 Code § 226. Blakely Decl., ¶ 17.

14 Grain Craft argues any alleged wage statement violations were not “knowing and
15 intentional,” and Plaintiff cannot show that he or other employees “suffer[ed] injury” due to the
16 alleged wage statement violations, as required by Labor Code § 226(e) for the imposition of
17 penalties. Blakely Decl., ¶ 17. Further, Grain Craft contends its wage statements always
18 accurately reflected hours worked and amounts paid as well as all other required information,
19 precluding liability for wage statement penalties under *Maldonado v. Epsilon Plastics, Inc.*, 22
20 Cal.App.5th 1308, 1336-37 (2018) (agreeing with employer’s “commonsense position that the
21 pay stubs were accurate in that they correctly reflected the hours worked and the pay
22 received...The purpose of section 226 is to *document the paid wages* to ensure the employee is
23 fully informed regarding the calculation of those wages.”) (Italics in original). Blakely Decl., ¶
24 17.

25 **5. Waiting Time Penalties**

26 As a further result of the unpaid wages and unpaid meal and rest period premium wages
27 described above, Plaintiff alleges that Grain Craft failed to comply with its final pay obligations
28 set forth in Labor Code §§ 201-203. Blakely Decl., ¶ 18.

1 Grain Craft argues that it possesses strong, good-faith defenses to Plaintiff's underlying
2 claims, thus precluding recovery of waiting time penalties, which are only available for the
3 "willful" failure to pay wages. Blakely Decl., ¶ 18.; see *also* 8 Cal. Code Regs. § 13520 ("[A]
4 good faith dispute that any wages are due will preclude imposition of waiting time penalties under
5 Section 203 . . . A 'good faith' dispute that any wages are due occurs when an employer presents
6 a defense, based in law or fact which, if successful, would preclude any recovery on the part of
7 the employee"). Grain Craft further asserts that Plaintiff's waiting time penalty exposure was
8 grossly inflated as not every former employee experienced the alleged Labor Code violations.
9 Blakely Decl., ¶ 18.

10 **6. PAGA Civil Penalties**

11 As a result of the foregoing Labor Code violations, Plaintiff alleges that Grain Craft is
12 liable for civil penalties under the PAGA Blakely Decl., ¶ 19. Since Plaintiff's PAGA claim is
13 derivative of Plaintiff's underlying wage claims, Grain Craft asserts the PAGA claim would fail
14 with those claims. Blakely Decl., ¶ 19; see *Price v. Starbucks Corp.* 192 Cal.App.4th 1136, 1147
15 (2011) ("Because the underlying causes of action fail, the derivative UCL and PAGA claims also
16 fail."). Grain Craft further maintains that, given its good-faith defenses, this Court would exercise
17 its discretion to substantially reduce any PAGA penalties if it were to find Grain Craft liable for
18 any of Plaintiff's claims. Blakely Decl., ¶ 19; see Lab. Code § 2699(e)(2); *Thurman v. Bayshore*
19 *Transit Mgmt., Inc.* 203 Cal.App.4th 1112, 1135 (2012) (affirming reduction of PAGA penalties);
20 *Fleming v. Covidien Inc.*, Case No. ED CV10-01487 RGK (OPx), 2011 WL 7563047, at *4 (C.D.
21 Cal. 2011) (reducing PAGA penalties by over 82% in part because employer "not aware" of
22 violations); *Carrington v. Starbucks Corp.*, 30 Cal.App.5th 504, 529 (2018) (affirming PAGA
23 civil penalty of just \$5 per pay period where employer made "good faith attempts" to comply with
24 the law).

25 **C. DISCOVERY AND MEDIATION**

26 In connection with mediation, Grain Craft provided Plaintiff's counsel with timekeeping
27 and payroll records for approximately 29% of the non-exempt employees during the Class Period.
28 Blakely Decl., ¶ 10. Grain Craft also provided relevant data points such as the total number of

putative class members and the number of aggregate workweeks worked by putative class members during the Class Period, as well as Grain Craft’s written policies, collective bargaining agreements, and other information. *Id.* Plaintiff conducted a comprehensive analysis and extrapolation of the payroll and timekeeping data produced by Grain Craft to create a detailed exposure analysis for all claims at issue. *Id.* This discovery allowed the Parties to assess the merits and value of Plaintiff’s claims, the chances of certification of Plaintiff’s claims, and Grain Craft’s potential defenses. *Id.*

On August 22, 2024, the Parties participated in a full-day mediation with Jason Marsili, Esq., a well-respected wage and hour class action mediator. Blakely Decl., ¶ 11. During mediation, the Parties vigorously debated their opposing legal positions, the likelihood of certification of Plaintiff’s claims, and the legal basis for the claims and defenses. *Id.* At the conclusion of mediation, Mr. Marsili issued a mediator’s proposal for a class-wide settlement, which was accepted by both sides. *Id.* During the months that followed, the Parties finalized the terms of the Settlement and executed the long-form Stipulation of Settlement now before the court. *Id.*

III. THE PROPOSED SETTLEMENT

A. ESSENTIAL TERMS OF THE SETTLEMENT

If the Court preliminarily approves the Settlement, Grain Craft will pay a Gross Settlement Amount of \$435,000.00. *See* Settlement, § 3. Significantly, this Settlement is non-reversionary, and no Settlement Class member will have to submit a claim form to receive an Individual Settlement Payment. *Id.*, at § 4. Each Settlement Class member will automatically receive an Individual Settlement Payment unless they affirmatively opt out of the Settlement. *Id.* The monetary terms of the Settlement are summarized below:

• Gross Settlement Amount:	\$435,000.00
• Minus Court-approved attorneys’ fees:	\$145,000.00
• Minus Court-approved verified costs (up to):	\$20,000.00
• Minus Court-approved Service Payment:	\$10,000.00
• Minus amount set aside as PAGA penalties:	\$20,000.00
• <u>Minus estimated settlement administration costs:</u>	<u>\$7,000.00</u>
Net Settlement Amount:	\$233,000.00

- Plus 25% “PAGA Amount” to Settlement Class: \$5,000.00
- Total Amount Paid to Settlement Class members: \$238,000.00**

1. The Settlement Provides for Reasonable Monetary Payments

After deducting amounts for the Court-approved attorneys’ fees and costs, Class Representative Service Payment to Plaintiff, the amount set aside as PAGA civil penalties, and settlement administration costs, the Settlement requires Grain Craft to pay a Net Settlement Amount of at least \$233,000.00 to all Settlement Class members who do not timely opt-out. *See* Settlement, § 4(A). The Net Settlement Amount shall be distributed to Participating Class Members based on each Participating Class Member’s proportionate workweeks worked during the Class Period, which will be calculated by multiplying the Net Settlement Amount by a fraction, the numerator of which is the Participating Class Member’s workweeks worked during the Class Period, and the denominator of which is the total workweeks worked by all Participating Class Members during the Class Period. *See* Settlement, ¶ 4(B)(i). In addition to the Net Settlement Amount, each Aggrieved Employee who was employed by Grain Craft at any time during the PAGA Period (including those who submit a valid and timely Request for Exclusion from the class action settlement) shall receive a portion of the Gross Settlement Amount that has been designated as the “PAGA Amount” proportionate to the number of pay periods worked during the PAGA Period. *Id.*, at ¶ 4(C).

According to Grain Craft, there are approximately 38 Settlement Class members. Blakely Decl., ¶ 13. Therefore, the average Individual Settlement Payment from the Net Settlement Amount is projected to be approximately \$6,131.58. *Id.* There are also approximately 31 Aggrieved Employees during the PAGA Period who will each receive an average of approximately \$161.29 from the PAGA Amount. *Id.*

Settlement Class members will have sixty (60) calendar days from the mailing of the Notice Packets to opt out or object to the Settlement, thereby providing ample time to review the Class Notice without unduly delaying the Settlement. *See* Settlement, §§ 9(C)-(D). Those Settlement Class members who do not opt out of the Settlement will be bound by its terms and will release all claims against Grain Craft included within the Settlement. *See Id.*, at § 2(A).

1 **2. Attorneys’ Fees and Costs, Service Payment, and PAGA Payment**

2 Plaintiff will apply for a Class Representative Service Payment at the time of seeking final
3 approval of the proposed class action settlement in the amount of \$10,000.00 for his service to
4 the Settlement Class. *See* Settlement, §§ 3(C)(3), 6; Blakely Decl., ¶ 23. “[I]ncentive Payments
5 are fairly typical in class action cases . . . and are intended to compensate class representatives for
6 work done on behalf of the class [and] to make up for financial or reputational risk undertaken in
7 bringing the action.” *In re Cellphone Fee Termination Cases*, 186 Cal.App.4th 1380, 1393-94
8 (2010). As will be fully briefed at the time of final approval, Plaintiff’s requested Service Payment
9 is intended to recognize the time and effort Plaintiff expended on behalf of the Settlement Class,
10 including providing substantial factual information and documents to Class Counsel, discussing
11 the claims and theories at issue in the litigation, actively participating in the prosecution of his
12 claims, as well as the significant risks Plaintiff undertook by agreeing to serve as the named
13 plaintiff in this case. *See* Blakely Decl., ¶ 23; *see also* Perez Decl., ¶¶ 4-6.

14 Class Counsel will also apply for an attorneys’ fees award of one-third of the Gross
15 Settlement Amount, which is currently estimated to be \$145,000.00, and up to \$20,000.00 in
16 verified costs reimbursement. *See* Settlement, §§ 3(C)(4), (5); Blakely Decl., ¶ 22. Plaintiff
17 submits the requested fee is fair compensation for undertaking complex, risky, expensive, and
18 time-consuming litigation on a purely contingent fee basis. Blakely Decl., ¶ 22. Class Counsel
19 has incurred substantial attorneys’ fees conducting pre-filing investigation, analyzing Plaintiff’s
20 claims, conducting legal research, conducting extensive informal discovery, analyzing Settlement
21 Class members’ timekeeping and payroll records, creating a comprehensive damages model,
22 preparing for and attending mediation, negotiating and preparing the long-form Stipulation of
23 Settlement, preparing this Motion, and otherwise litigating the case. *Id.* Class Counsel expects to
24 expend additional attorney time in attending the hearing on this Motion, overseeing the Notice
25 process and fielding questions from Settlement Class members, preparing the Final Approval
26 papers, and attending the Final Approval hearing. *Id.*

27 California courts recognize that an appropriate method for awarding attorneys’ fees in
28 class actions is to award a percentage of the “common fund” created as a result of a settlement.

1 *See, e.g., Laffitte v. Robert Half Int'l, Inc.*, 1 Cal.5th 480, 506 (2016) (holding “the percentage of
2 fund method survives in California class action cases”). Class Counsel’s request for fees of one-
3 third of the Gross Settlement Amount is well within the range of reasonableness and indeed is
4 considered the typical rate for common fund settlements. Historically, courts have awarded
5 percentage fees in the range of 20% to 50%, depending on the circumstances of the case. *See* 4
6 Newberg on Class Actions § 14.6 (4th Ed. 2013).

7 Class Counsel submit that their request for attorneys’ fees is reasonable when viewed as
8 an overall percentage of the Settlement and in light of the substantial risks and significant work
9 undertaken, the results obtained, and the efficiency with which the litigation has been conducted.
10 Should the Court grant preliminary approval, Class Counsel will seek an award of attorneys’ fees
11 and verified costs upon seeking final approval.

12 Additionally, the parties have agreed to designate \$20,000.00 of the Gross Settlement
13 Amount as PAGA civil penalties, of which \$15,000.00 (75%) will be paid to the LWDA, with
14 the remaining \$5,000.00 (25%) for distribution to the Aggrieved Employees, as the PAGA
15 requires such penalties to be allocated per Labor Code § 2699(i). *See* Settlement, § 3(C)(5).
16 Plaintiff submits this allocation to the LWDA for civil PAGA penalties is appropriate. *See, e.g.,*
17 *Chu v. Wells Fargo Investments, LLC*, Case No. C 05-4526 MHP, 2011 WL 672645 at *1 (N.D.
18 Cal. 2011) (approving PAGA payment of \$7,500 to LWDA out of \$6.9 million common-fund
19 settlement); *Lazarin v. Pro Unlimited, Inc.*, Case No. C11-03609 HRL, 2013 WL 3541217 (N.D.
20 Cal. 2013) (approving PAGA payment of \$7,500 to LWDA out of \$1.25 million common-fund
21 settlement).

22 **IV. ARGUMENT**

23 **A. PRELIMINARY APPROVAL IS WARRANTED**

24 California Rule of Court 3.769 conditions settlement of a class action on court approval,
25 which is generally evaluated under the federal standards applicable under Rule 23 of the Federal
26 Rules of Civil Procedure. *See Reed v. United Teachers Los Angeles*, 208 Cal.App.4th 322, 337
27 (2012) (Rule 3.769 requires trial court to determine “that the settlement is fair, reasonable and
28 adequate to all concerned”); *Hanlon v. Chrysler Corp.*, 150 F.3d 1011, 1026 (9th Cir. 1998) (Rule

23(e) requires the trial court to determine “whether a proposed settlement is fundamentally fair, adequate, and reasonable”). Settlement is the preferred means of dispute resolution, particularly in complex class action litigation. *See In re Syncor ERISA Litig.*, 516 F.3d 1095, 1101 (9th Cir. 2008). The Court’s role in evaluating a proposed settlement is limited to ensuring that the agreement taken as a whole is fair. *See e.g., Hanlon*, supra, 150 F.3d at 1027. There is an initial presumption of fairness where, as here, the Settlement was negotiated at arm’s-length by class counsel and with the assistance of an experienced wage and hour class action mediator. *See e.g., Kullar v. Foot Locker Retail, Inc.*, 168 Cal.App.4th 116, 130 (2008).

1. Standard for Preliminary Approval

To make a fairness determination, the Court should consider several factors, including: “the strength of Plaintiffs’ case, the risk, expense, complexity and likely duration of further litigation, the risk of maintaining class action status through trial, the amount offered in settlement, the extent of discovery completed and the stage of the proceedings, [and] the experience and views of counsel.” *Dunk v. Ford Motor Co.*, 48 Cal.App.4th 1794, 1801 (1996). “The list of factors is not exclusive, and the court is free to engage in a balancing and weighing of the factors depending on the circumstances of each case.” *Wershba v. Apple Computer, Inc.*, 91 Cal.App.4th at 245 (2001). As discussed below, the proposed Settlement is fair, adequate, and reasonable in light of the overall balance of factors in this case.

a. The Strength of Plaintiff’s Case

Although Plaintiff steadfastly maintains that his claims are meritorious, Plaintiff acknowledges that there were substantial risks and uncertainty in proceeding with litigation. As described above, Grain Craft presented multiple defenses to Plaintiff’s claims, both on the merits and with respect to class certification. Thus, while Plaintiff was prepared to litigate these claims through class certification and ultimately trial, success was far from certain.

b. Risk, Expense, Complexity, and Duration of Further Litigation

Although the parties engaged in significant informal discovery prior to mediation, the parties still had significant formal discovery to complete had the matter not been settled. Blakely Decl., ¶ 21. This would have required the expenditure of substantial time and resources by both

1 Parties that would have very likely spanned several years. *Id.* Even if Plaintiff were to certify the
2 proposed classes, the Parties would incur considerably more attorneys' fees and costs through a
3 possible decertification motion, trial, and possible appeal. *Id.* This Settlement avoids those risks
4 and the accompanying expense. *Id.*

5 **c. Risk of Maintaining Class Action Status**

6 Plaintiff has not yet filed his motion for class certification, and as such, the extent to which
7 Plaintiff's proposed classes were certifiable is somewhat speculative. Absent settlement, there
8 was a risk that there would not be a certified class at the time of trial, or if there were, it would
9 consist of a significantly smaller group of employees than the proposed Settlement Class (either
10 due to a narrowing of the class definition in a Court order on a contested motion for class
11 certification, or through individual settlements entered into by Grain Craft with class members by
12 way of *Pick Up Stix* type settlement agreements³), and the expected recovery could be
13 significantly reduced, given the settlement amounts that are typically offered through the *Pick Up*
14 *Stix* process. Thus, this factor, too, supports preliminary approval of the settlement.

15 **d. Amount Offered in Settlement Given Realistic Value of Claims**

16 The Settlement provides a positive recovery for the Settlement Class in the face of
17 disputed claims. Plaintiff conducted a detailed analysis of alleged unpaid wages, meal and rest
18 period premium payments owing, wage statement penalties, waiting time penalties, and PAGA
19 civil penalties. A summary of the results of Plaintiff's exposure analysis are discussed below:

20 **Unpaid Wages Due to Unlawful Timekeeping Policies/Practices: \$154,239**

21 Plaintiff alleges that Grain Craft underpaid Settlement Class members due to its
22 timekeeping policies/practices which compensate employees for their scheduled hours, as
23 opposed to all hours actually worked. Blakely Decl., ¶ 14. Based on Plaintiff's analysis of Grain
24

25 ³ In *Chindarah v. Pick Up Stix, Inc.*, 171 Cal.App.4th 796 (2009), the Court of Appeal held an
26 employer may enter into pre-certification settlement agreements with individual putative class
27 members in which the putative class members release claims for past unpaid wages and penalties
28 in exchange for consideration. The Court further held that such settlements could preclude those
individual employees from recovery in class action litigation against the employer for the same
wage claims.

1 Craft's timekeeping and payroll data, Plaintiff estimates that Settlement Class members were
2 underpaid by approximately 16,849 hours during the Class Period. *Id.* Based on a weighted
3 California minimum wage of \$13.87 during the Class Period, Plaintiff calculated Grain Craft's
4 maximum exposure on this claim at approximately \$467,391 (16,849 unpaid hours * \$13.87
5 weighted minimum wage * 2 Liquidated Damages Per Labor Code § 1194.2). *Id.*

6 As noted above, however, Grain Craft contends that it maintained lawful timekeeping
7 policies and/or practices and compensated Settlement Class members for all hours actually
8 worked. Blakely Decl., ¶ 14. Grain Craft also asserts that this claim is not amenable to class
9 certification as individualized inquiries would be required to determine whether each Settlement
10 Class member performed pre-shift work on a particular shift, and whether Grain Craft was aware
11 that such work was being performed. *Id.* In light of Grain Craft's arguments and defenses, Plaintiff
12 discounted the maximum recovery on this claim by 40% to account for the risk of non-
13 certification and an additional 45% to account for being unsuccessful on the merits or failure to
14 recover the full amount sought, for a projected total of approximately \$154,239. *Id.*

15 Meal Period Violations: \$182,937

16 Based on Plaintiff's review and extrapolation of the timekeeping records Grain Craft
17 produced, there were approximately 30,635 meal period eligible shifts worked by Settlement
18 Class members during the Class Period. Blakely Decl., ¶ 15. Therefore, assuming a violation on
19 each shift, Plaintiff calculated Grain Craft's maximum exposure Grain Craft for meal period
20 violations at approximately \$813,053 (30,635 non-compliant first meal periods * \$26.54 average
21 meal period premium). *Id.*

22 However, as noted above, Grain Craft contends that it maintained compliant meal period
23 policies throughout the Class Period in accordance with Settlement Class members' collective
24 bargaining agreement and provided compliant meal periods in line with those policies. Blakely
25 Decl., ¶ 15. Grain Craft also asserts that under *Brinker* it is only required to "provide" the
26 opportunity to take meal periods, not "ensure" meal periods are taken, and that, as described
27 above, it has always done so, and any non-complaint first meal periods in the timekeeping records
28 were the result of lawful employee waiver or choice. *Id.* Grain Craft also maintains that the meal

1 period claim is not suited for class certification, since individual inquiries would be needed to
2 assess which employees took non-compliant meal periods or missed meal periods, how many
3 meal periods were non-compliant or missed, and the reasons why a particular employee did not
4 take a compliant meal period on a particular shift. *Id.* In light of these defenses and arguments,
5 Plaintiff discounted Grain Craft's maximum exposure by 50% for the risk of non-certification,
6 and an additional 55% to account for Grain Craft's defenses on the merits or failing to recover
7 the full amount sought, to arrive at an estimated total of approximately \$182,937. *Id.*

8 **Rest Period Violations: \$97,566**

9 During the Class Period, Plaintiff alleges that he and other non-exempt employees were
10 not authorized and permitted to take duty-free 10-minute rest periods for every four hours worked,
11 or major fraction thereof, due to work demands imposed upon them by Grain Craft. Blakely Decl.,
12 ¶ 16. Based on Plaintiff's analysis and extrapolation of employee timekeeping records, there were
13 approximately 30,635 shifts in excess of 3.5 hours worked by Settlement Class members during
14 the Class Period. As such, Plaintiff calculates Grain Craft's maximum exposure for rest period
15 violations at \$813,053 (30,635 rest period eligible shifts * \$26.54 average premium). *Id.*

16 However, Grain Craft contends it has maintained and enforced compliant written rest
17 period policies/practices and has always authorized and permitted employees a 10-minute rest
18 period for every four hours worked, or major fraction thereof, and that any failure to take rest
19 periods was as a result of employee choice, rather than any Grain Craft policy and/or practice.
20 Blakely Decl., ¶ 16. Grain Craft further argues that Plaintiff's rest period claim is not amenable
21 to class treatment, since individual inquiries would be required to determine which employees
22 failed to take rest periods, how many rest periods they failed to take, and the reasons why each
23 employee failed to take rest period(s) on a particular shift. *Id.* These manageability concerns are
24 especially present with respect to rest period claims, Grain Craft argues, given that rest periods
25 are not recorded. *Id.* Given these defenses, Plaintiff discounted this maximum amount by 70%
26 for risk of non-certification, and an additional 60% for a risk of being unsuccessful on the merits
27 or of failing to recover the full amount sought, to arrive at an estimated realistic exposure of
28 approximately \$97,566.

1 Wage Statement Penalties: \$24,800

2 Plaintiff alleges that Grain Craft is liable for wage statement penalties as a result of the
3 unpaid wages and unpaid meal and rest period premiums. Blakely Decl., ¶ 17. Those penalties
4 are calculated as \$50 for each “initial” violation and \$100 for each “subsequent” violation, with
5 a maximum of \$4,000 per employee. *See* Labor Code § 226(e). *Id.* Plaintiff’s analysis reflected
6 that there were approximately 31 unique employees and approximately 2,405 pay periods worked
7 during the liability period applicable to Plaintiff’s wage statement claim. *Id.* Plaintiff, therefore,
8 assumed the maximum \$4,000.00 penalty for each employee and calculated Grain Craft’s
9 potential wage statement exposure at approximately \$124,000 (31 employees * \$4,000 maximum
10 penalty)]. *Id.*; *see also* Labor Code § 226(e).

11 In light of Grain Craft’s arguments that no violations occurred, that employees suffered
12 no “injury,” that any alleged violations were not “knowing and intentional,” that the wage
13 statements always accurately reflected hours worked and amounts paid to employees, as well as
14 risks associated with Plaintiff’s underlying claims discussed above, Plaintiff discounted the
15 maximum exposure by 50% for risk of non-certification, and by an additional 60% for risk of
16 being unsuccessful on the merits, for an estimated realistic exposure of approximately \$24,800.
17 Blakely Decl., ¶ 17.

18 Waiting Time Penalties: \$15,288

19 Grain Craft’s records show approximately 12 Settlement Class members who are eligible
20 for waiting time penalties. Blakely Decl., ¶ 18. Based on an hourly rate of \$26.54, Plaintiff
21 estimated the average waiting time penalty per former employee to be approximately \$6,370
22 (\$26.54 * 8 hours per day * 30 days). *Id.* Therefore, Plaintiff calculated Grain Craft’s maximum
23 exposure for potential waiting time penalties to be approximately \$76,440 (12 former employees
24 * \$6,370 average penalty). *Id.*

25 However, Grain Craft presented several defenses to this claim, most notably their
26 assertion that because they possessed good-faith defenses to the underlying claims, any failure to
27 pay wages was not “willful” as a matter of law. Blakely Decl., ¶ 18. Grain Craft further asserts
28 that Plaintiff’s waiting time penalty exposure was grossly inflated as not every former employee

1 experienced the alleged Labor Code violations. *Id.* Moreover, because the waiting time claim is
2 derivative of Plaintiff's underlying wage claims, Plaintiff would need to overcome Grain Craft's
3 defenses, both as to class certification and on the merits, as to his underlying claims. *Id.* To
4 account for Grain Craft's defenses, Plaintiff discounted the maximum exposure by 50% for the
5 risk of non-certification and an additional 60% for the risk of losing on the merits and/or not
6 receiving the maximum penalties sought, to arrive at an estimated exposure of approximately
7 \$15,288. *Id.*

8 **PAGA Penalties: \$25,253**

9 Plaintiff estimated a maximum total PAGA exposure of approximately \$240,500 (2,405
10 pay periods * \$100 "initial" penalty). Blakely Decl., ¶ 19; *Amaral v. Cintas Corp. No. 2*, 163
11 Cal.App.4th 1157, 1207 (2008) (finding "initial" violation rate applies until employer is notified
12 that it is violating a Labor Code provision). However, these penalties derive from the underlying
13 wage and hour violations discussed above, which Grain Craft disputes vigorously. Blakely Decl.,
14 ¶ 19; *see e.g., Green v. Lawrence Service Co.* 2013 WL 3907506, *5, n.5 (C.D. Cal. 2013)
15 (explaining that a PAGA claim's success was determined by the merits of its underlying claims).
16 Grain Craft also asserts that the Court would drastically reduce any award of PAGA penalties as
17 "confiscatory." Blakely Decl., ¶ 19; *see also Thurman v. Bayshore Transit Mgmt., Inc.*, 203
18 Cal.App.4th 1112, 1135 (2012) (affirming reduction of PAGA penalties); *Fleming v. Covidien*
19 *Inc.* (C.D. Cal. 2011) Case No. ED CV10-01487 RGK (OPx), 2011 WL 7563047, at *4 (reducing
20 PAGA penalties from \$2.8 million to \$500,000). Therefore, Plaintiff discounted the maximum
21 figure by 65% for the risk of losing on the merits and/or not recovering a PAGA penalty for each
22 and every pay period, and an additional 70% to account for the possibility of this Court reducing
23 penalties, to arrive at an estimated exposure of approximately \$25,253. Blakely Decl., ¶ 19.

24 Using these estimated figures for each of the claims described above, Plaintiff predicted
25 that the potential realistic recovery for the Settlement Class would be approximately \$500,083.
26 Blakely Decl., ¶ 20. The proposed Settlement of \$435,000 represents approximately 87% of the
27 reasonably forecasted recovery for the Settlement Class. *Id.* Preliminary approval is appropriate
28 since the Settlement will provide significant monetary relief to the Settlement Class, which is

1 consistent with what Plaintiff's counsel believes could have been recovered had the case
2 proceeded through trial.

3 **e. The Experience and Views of Counsel**

4 "Parties represented by competent counsel are better positioned than courts to produce a
5 settlement that fairly reflects each party's expected outcome in litigation." *In re Pacific*
6 *Enterprises Securities Litigation* 47 F.3d 373, 378 (9th Cir. 1995). Here, Plaintiff is represented
7 by competent, experienced counsel who possess extensive experience prosecuting and defending
8 wage-and-hour class actions and who have been appointed as class counsel in numerous cases
9 alleging similar claims. *See* Blakely Decl., ¶¶ 2-6. *see also* Declaration of Paul K. Haines ("Haines
10 Decl."), ¶¶ 2-8; Declaration of Joel M. Gordon ("Gordon Decl."), ¶¶ 2-4. Class Counsel
11 conducted an in-depth review of Grain Craft's timekeeping and payroll records and drew on their
12 extensive experience in similar cases to assess the strengths and weaknesses of Plaintiff's case.
13 *See* Blakely Decl., ¶¶ 14-20. The Settlement was also reached with the assistance of an
14 experienced and respected wage-and-hour class action mediator. *Id.* This factor strongly supports
15 preliminary approval of the Settlement. *See Kullar, supra*, 168 Cal.App.4th at 130.

16 **2. The Preliminary Approval Standard Is Met**

17 At this stage, the Court can grant preliminary approval of the Settlement and direct that
18 notice be given if the proposed Settlement: (1) falls within the range of possible approval; (2)
19 appears to be the product of serious, informed, and non-collusive negotiations; and (3) has no
20 obvious deficiencies. *See* Manual for Complex Litigation § 30.41(3rd Ed. 1995); 4 Newberg on
21 Class Actions § 11:24-25 (4th Ed. 2013).

22 **a. The Settlement Is Within the Range of Possible Approval**

23 The proposed Settlement reflects approximately 87% of the estimated recovery the
24 Settlement Class could reasonably expect in light of the significant litigation risks and will
25 provide tangible, substantial monetary compensation for hotly disputed claims. Indeed, the
26 percentage of the liability exposure recovered in this case far exceeds percentages routinely
27 approved by courts. *See, e.g., Glass v. UBS Finan. Servs.*, Case No. C-06-4068 MMC, 2007 WL
28 221862, *4 (N.D. Cal. 2007) (approving settlement representing 25% to 35% of potential

1 damages); *Dunleavy v. Nadler*, 213 F.3d 454, 459 (9th Cir. 2000) (approving settlement
2 representing about one-sixth of potential recovery); *Nat'l Rural Telecomm. Coop. v. DirecTV*,
3 *Inc.*, 221 F.R.D. 523, 527 (C.D. Cal. 2004) (“it is well-settled law that a proposed settlement may
4 be acceptable even though it amounts to only a fraction of the potential recovery that might be
5 available to the Settlement Class members at trial”). Further, the average Individual Settlement
6 Payment of approximately **\$6,132** greatly exceeds average payments achieved in other wage and
7 hour class action settlements.⁴ Thus, Plaintiff submits that the proposed settlement is within the
8 range of possible approval, such that notice should be provided to the Settlement Class members
9 so that they can consider the Settlement. The Court will have the opportunity to again assess the
10 reasonableness of the Settlement after the Settlement Class members have had the opportunity to
11 opt-out or object.

12 **b. The Settlement Resulted from Serious, Informed Negotiations**

13 The Settlement resulted from extensive informal discovery, a full-day mediation, and
14 months of additional negotiations. Thus, it is entitled to a presumption of fairness *See Kullar*,
15 *supra*, 168 Cal.App.4th at 130. As discussed above, Plaintiff carefully vetted the claims at issue,
16 reviewed extensive timekeeping and payroll data, and conducted a detailed statistical analysis of
17

18 ⁴ See e.g., *Bercea v. AE Retail West*, Case No. 34-2012-00123947 (Sacramento County Super. Ct.
19 May 9, 2012) (average net recovery of approximately \$105); *Ressler v. Federated Department*
20 *Stores, Inc.*, Case No. BC335018 (Los Angeles County Super. Ct. Jan. 2, 2009) (average net
21 recovery of approximately \$90); *Palencia v. 99 Cents Only Stores*, Case No. 34-2010-00079619
22 (Sacramento County Super. Ct.) (average net recovery of approximately \$80); *Doty v. Costco*
23 *Wholesale Corp.*, Case No. CV05-3241 FMC-JWJx (C.D. Cal. May 14, 2007) (average recovery
24 of approximately \$65); *Lim v. Victoria's Secret Stores, Inc.*, Case No. 04CC00213 (Orange
25 County Super. Ct. Jan. 20, 2006) (average net recovery of approximately \$35); *Gomez v. Amadeus*
26 *Salon, Inc.*, Case No. BC392297 (Los Angeles County Super. Ct. July 23, 2010) (average net
27 recovery of approximately \$20); *Sorenson v. PetSmart, Inc.*, Case No. 2:06-CV-02674-JAM-
28 DAD (E.D. Cal. Dec. 17, 2008) (wage and hour class action settlement approved where average
recovery was approximately \$60); *Schiller v. David's Bridal, Inc.*, Case No. 1:10-cv-00616-AWI-
SKO, 2012 WL 2117001 at *17 (E.D. Cal. June 11, 2012) (“Class Members will receive an
average of approximately \$198.70...[T]his is a substantial recovery where Defendants asserted
compelling defenses to liability; Plaintiff also notes several similar actions where the gross
recoveries per class member were less than \$90...[T]he Court finds that the results achieved are
good”); and *Williams v. Centerplate, Inc.*, Case Nos. 11-CV-2159-H-KSC, 12-CV-0008-H-KSC,
2013 WL 4525428 (S.D. Cal. Aug. 26, 2013) (average recovery of approximately \$108).

1 the data to arrive at his estimated class-wide damages figures. *See* Blakely Decl., ¶¶ 14-20. Thus,
2 this factor supports preliminary approval.

3 **c. The Settlement Is Devoid of Obvious Deficiencies**

4 Preliminary approval of the Settlement is also warranted because there are no obvious
5 deficiencies. The Settlement will provide substantial monetary relief to Settlement Class
6 members. The amounts proposed for Class Counsel’s attorneys’ fees and costs, LWDA payment,
7 Plaintiff’s Class Representative Service Payment, and settlement administration costs are all
8 reasonable and appropriate based on the facts of this case. Because the Settlement is devoid of
9 obvious deficiencies, this factor supports preliminary approval.

10 **B. THE COURT SHOULD CERTIFY THE SETTLEMENT CLASS**

11 The Settlement Class satisfies the criteria for certification because: (1) it is sufficiently
12 numerous; (2) common questions of law and fact predominate; (3) Plaintiff’s’ claims are typical;
13 and (4) Plaintiff and his counsel will adequately represent them. Cal. Code Civ. Proc. § 382.

14 **1. The Proposed Class Is Ascertainable and Numerous**

15 A class is “ascertainable” where the members “may be readily identified without
16 unreasonable expense or time by reference to official [or business] records.” *See Sevidal v. Target*
17 *Corp.* 189 Cal.App.4th 905, 916 (2010) (alterations in original). Here, the proposed class is
18 defined as all current and former non-exempt employees who worked for Grain Craft in California
19 during the Class Period. *See* Settlement, § 1. Therefore, Settlement Class members can be
20 identified from Grain Craft’s personnel and employment records. Grain Craft represents that the
21 Settlement Class consists of approximately 38 current and former non-exempt employees. *See*
22 Blakely Decl., ¶ 13. It would therefore be impracticable to bring all Settlement Class members
23 before the Court or for each Settlement Class member to bring an individual lawsuit. Thus, the
24 proposed Settlement Class satisfies numerosity. *See, e.g., Bowles v. Sup. Ct.*, 44 Cal.2d 574 (1955)
25 (holding a class representing 10 beneficiaries of a trust sufficiently numerous).

26 **2. Common Issues of Law and Fact Predominate**

27 The focus in a certification dispute is not on the merits but rather on what types of
28 questions, “common or individual,” are likely to arise in the Action. *See Sav-On Drug Store, Inc.*

1 *v. Superior Court (Rocher)* 34 Cal.4th 319, 327 (2004). Plaintiff's claims are predicated on,
2 among other issues, Grain Craft's uniform meal and rest period policies/practices. These types of
3 claims are commonly held to be proper for class certification. *See e.g., Benton v. Telecom Network*
4 *Specialists, Inc.*, 220 Cal.App.4th 701, 726 (2013) (certifying meal and rest period claims).

5 **3. The Claims of the Named Plaintiff Are Typical**

6 The typicality requirement is satisfied where class representatives have claims that are
7 typical of those of the rest of the class. *B.W.I. Custom Kitchen v. Owens-Illinois, Inc.* 191
8 Cal.App.3d 1341, 1347 (1987) (finding typicality satisfied where named Plaintiff purchased the
9 same goods as the putative class in a consumer class action). Here, Plaintiff's claims are typical
10 of those held by the Settlement Class members. First, Grain Craft employed Plaintiff as a non-
11 exempt employee during the Class Period, and Plaintiff was subject to Grain Craft's wage and
12 hour policies at issue in this case. *See Perez Decl.*, ¶ 2. Second, Plaintiff was injured by the same
13 challenged policies/practices that allegedly injured the Settlement Class as a whole. For example,
14 Plaintiff asserts that they were deprived of all wages and contends that he was deprived of all
15 legally compliant meal and rest periods. *Id.*, at ¶¶ 2-3. Plaintiff further asserts that he did not
16 receive accurate and compliant wage statements and did not receive all wages at the time of
17 separation of employment. *Id.* Because Plaintiff has suffered the same injuries as the other
18 members of the Settlement Class, the typicality requirement is satisfied.

19 **4. Plaintiff and Class Counsel Will Fairly and Adequately Represent the**
20 **Class**

21 The adequacy requirement examines conflicts of interest between named parties and the
22 class(es) they seek to represent. *See Capital People First v. State Dept. of Developmental Services*
23 155 Cal.App.4th 676, 697 (2007). Plaintiff and his counsel will adequately represent the
24 Settlement Class, as there are no conflicts between Plaintiff and the proposed Settlement Class,
25 and Plaintiff possesses claims that are in line with those of the Settlement Class. *See McGhee v.*
26 *Bank of America* 60 Cal.App.3d 442, 450-51 (1976) (adequacy satisfied where there was no
27 indication that Class Counsel were not qualified and the named plaintiff had no interests
28 antagonistic to those of the proposed class). Class Counsel also have extensive experience in wage

and hour class action litigation. *See* Haines Decl., ¶¶ 2-8; Blakely Decl., ¶¶ 2-6.

C. THE COURT SHOULD ORDER DISTRIBUTION OF THE NOTICE

This Court should order distribution to the Settlement Class of the proposed Class Notice by U.S. Mail, postage prepaid, in English and Spanish, using the last known mailing address information provided by Grain Craft. *See* Settlement, § 9. This manner of giving notice is the “best notice practicable” under the circumstances because it provides “individual notice to all members who can be identified through reasonable effort.” *See Eisen v. Carlisle & Jacquelin* 417 U.S. 156, 173 (1974). Here, Plaintiff proposes the settlement be administered by ILYM Group, Inc. (“ILYM”), an experienced class action settlement administrator. *See* Declaration of Anthony Rodgers (“Rodgers Decl.”) and attached exhibits. Settlement Class members’ addresses will be ascertainable through Grain Craft’s personnel and payroll records, which Grain Craft will provide to ILYM within ten (10) business days of preliminary approval of the Settlement. *See* Settlement, § 9(A). Within ten (10) business days of receipt of the Settlement Class members’ addresses, ILYM will run the names of all Settlement Class members through the National Change of Address database to update addresses and mail the Class Notice to all Settlement Class members. *Id.*, at § 9(B). To the extent that any notices are returned, ILYM will perform a “skip trace” to track any Settlement Class member’s current mailing address. *Id.*, at § 9(F).

The proposed Class Notice satisfies Cal. Rule of Court 3.766(d) because it advises Settlement Class members of the nature of the claims, basic contentions and denials of the parties, and the key terms of the Settlement, the 60-day deadline to opt out or object to the Settlement and the procedures by which to do so, explains the recovery formula and expected recovery amount for each Settlement Class member, and advises them that they will be bound by the terms of the Settlement if they do not opt-out. *See* Blakely Decl., Exhs. 1, 2 to Exh. A. The proposed Class Notice will also notify Settlement Class members of the final approval hearing date and provides the Settlement Class contact information for Class Counsel and advises Settlement Class members that they may enter an appearance through counsel if they wish to. *Id.* This manner of giving notice satisfies California Rule of Court 3.766(e) as the most reliable and cost-effective method of reaching Settlement Class members.

1 **D. THE COURT SHOULD SET A FINAL APPROVAL HEARING**

2 Finally, this Court should set a hearing for Final Approval of the Settlement on a date
3 appropriately scheduled to follow the deadline by which Settlement Class members must file
4 objections to the Settlement or opt-out. *See* California Rule of Court 3.769.

5 **V. CONCLUSION**

6 For the foregoing reasons, Plaintiff respectfully requests that the Court preliminarily
7 approve the proposed Settlement, provisionally certify the Settlement Class, and enter the
8 Proposed Order submitted concurrently herewith.

9
10 Dated: April 29, 2025

Respectfully submitted,
HAINES LAW GROUP, APC

11
12 By:



13 Paul K. Haines
14 Sean M. Blakely
15 Joel M. Gordon
16 Attorneys for Plaintiff
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