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

LEMONDE LAWRENCE, individually, and  
on behalf of other members of the general  
public similarly situated;

Plaintiff,

v.

ROUTE 64 LOGISTICS LLC, a California  
limited liability company; and DOES 1  
through 100, inclusive;

Defendants.

Case No.: 22STCV31953

Assigned for All Purposes to:  
Honorable Lawrence P. Riff  
Department 7

**CLASS ACTION**

**NOTICE OF MOTION AND MOTION  
FOR PRELIMINARY APPROVAL OF  
CLASS ACTION SETTLEMENT,  
CONDITIONAL CERTIFICATION,  
APPROVAL OF CLASS NOTICE,  
SETTING OF FINAL APPROVAL  
HEARING DATE; MEMORANDUM OF  
POINTS AND AUTHORITIES IN  
SUPPORT THEREOF**

[Declaration of Proposed Class Counsel  
(Douglas Han); Declaration of Proposed Class  
Representative (Lemonde Lawrence);  
Declaration of Lisa Mullins; Declaration  
Manuel Roque; and [Proposed] Order filed  
concurrently herewith]

Hearing Date: October 11, 2024  
Hearing Time: 10:00 a.m.  
Hearing Place: Department 7

Complaint Filed: September 29, 2022  
FAC Filed: February 7, 2024  
SAC Filed: July 18, 2024  
Trial Date: None Set

1           **PLEASE TAKE NOTICE** that on October 11, 2024 at 10:00 a.m., or as soon as the  
2 matter may be heard, before the Honorable Lawrence P. Riff in Department 7 of the Los Angeles  
3 County Superior Court located at 312 North Spring Street, Los Angeles, California 90012,  
4 Plaintiff Lemonde Lawrence (“Plaintiff”) will and hereby does move for an order:

- 5           • Granting Preliminary Approval of the proposed class action settlement described  
6           herein and as set forth in the Class Action and PAGA Settlement Agreement  
7           (“Settlement Agreement,” “Settlement,” or “Agreement”), attached as **Exhibit 2**  
8           to the Declaration of Douglas Han, including, and not limited to, the means of  
9           allocation and distribution of funds;
- 10          • Conditionally certifying the Class for settlement purposes only;
- 11          • Appointing Plaintiff as the class representative;
- 12          • Appointing Justice Law Corporation as Class Counsel;
- 13          • Approving the Court Approved Notice of Class Action Settlement and Hearing  
14          Date for Final Court Approval (“Class Notice”) attached as **Exhibit A** to the  
15          Settlement Agreement;
- 16          • Directing the mailing of the Class Notice with a postage-paid return envelope to  
17          the Class;
- 18          • Approving the deadlines for the notice and settlement administration process;
- 19          • Approving ILYM Group, Inc. as the Administrator; and
- 20          • Scheduling a hearing to consider whether to grant final approval of the Settlement  
21          Agreement, at which time the Court will also consider whether to grant final  
22          approval of the requests for the Class Counsel Fees Payment, Class Counsel  
23          Litigation Expenses Payment, Class Representative Service Payment, and  
24          Administration Expenses Payment, and Private Attorneys General Act of 2004  
25          (“PAGA”) Penalties.

26       ///

27       ///

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1 This motion is based upon the following memorandum of points and authorities;  
2 Declaration of Proposed Class Counsel (Douglas Han); Declaration of the Proposed Class  
3 Representative (Lemond Lawrenco); Declaration of Lisa Mullins; Declaration Manuel Roque;  
4 [Proposed] Order filed concurrently with this motion; pleadings and other records on file with the  
5 Court in this matter; and such documentary evidence and oral argument as may be presented at  
6 the hearing for this motion.

7  
8 Dated: August 20, 2024

**JUSTICE LAW CORPORATION**

9 By:   
10 Douglas Han  
11 *Attorneys for Plaintiff*  
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1     **I.     INTRODUCTION**

2             This motion seeks preliminary approval of a non-reversionary proposed wage-and-hour  
3 settlement by Plaintiff on behalf of himself and all current and former hourly-paid or non-exempt  
4 employees of Defendant Route 64 Logistics LLC (“Defendant”) within the State of California at  
5 any time during the period from September 1, 2020 through December 6, 2023 or the date the  
6 number of Workweeks exceeds ten percent (10%) of the estimated 8,600 figure, whichever date  
7 is earlier (“Class,” “Class Members,” and “Class Period”). At this time, the number of Class  
8 Members is estimated to be three hundred thirty (330), which was confirmed by Defendant.  
9 (Declaration of Douglas Han In Support of Motion for Preliminary Approval of Class Action  
10 Settlement (“Han Decl.”), ¶¶ 7, 8.)

11     **II.    BACKGROUND**

12             On September 29, 2022, Plaintiff filed a wage-and-hour class action lawsuit in the  
13 Superior Court of California, County of Los Angeles, alleging eight (8) causes of action. (Han  
14 Decl., *supra*, at ¶ 9.)

15             After engaging in discovery, investigations, and negotiation, the Parties remotely attended  
16 mediation with the mediator Lisa Klerman on October 2, 2023, ultimately resulting in the Parties  
17 reaching a tentative settlement via a mediator’s proposal. (Han Decl., *supra*, at ¶ 10.)

18             On December 12, 2023, Plaintiff provided written notice to the California Labor and  
19 Workforce Development Agency and Defendant. (Han Decl., *supra*, at ¶ 11; Exhibit 3.)

20             On February 7, 2024, Plaintiff then filed a First Amended Complaint that adjusted the  
21 “Class” definition and added the following cause of action: violation of Labor Code section 2698  
22 (PAGA). (Han Decl., *supra*, at ¶ 12; Exhibit 4.) Afterwards, Plaintiff filed a Second Amended  
23 Complaint adjusting the “aggrieved employees” definition. (*Id.* at ¶ 12; Exhibit 5.)

24     **III.   INVESTIGATION/ LITIGATION HISTORY**

25             **a.   Discovery, Investigation, and the Parties’ Staunchly Conflicting Positions**

26             After initiating this lawsuit, the Parties engaged in discovery. (Han Decl., *supra*, at ¶ 14.)  
27 Specifically, the Parties met and conferred and agreed to engage in an informal exchange of  
28 information and then eventually remotely attended mediation. (*Ibid.*)

1 The Parties conducted investigation and discovery of the relevant facts and law. (Han  
2 Decl., *supra*, at ¶ 15.) Defendant produced several documents relating to its policies, practices,  
3 and procedures. (*Ibid.*) Defendant also assembled and produced, and Plaintiff reviewed, a random  
4 sampling of time and pay records, information relating to the size and scope of the Class. (*Ibid.*)  
5 Putative class members were located and interviewed to attain a better understanding of the extent  
6 and frequency of the day-to-day alleged violations. (*Ibid.*) The Parties discussed Defendant's  
7 current financial condition and recent financial hardships it has been experiencing. (*Ibid.*)

8 Based upon the information provided by Defendant and interviews with putative class  
9 members, Plaintiff contends – and Defendant denies – Defendant: (1) failed to provide employees  
10 with legally mandated rest and meal breaks; (2) failed to pay employees for all hours worked; (3)  
11 failed to reimburse employees for necessary business expenses; (4) issued noncompliant wage  
12 statements; and (5) is liable for waiting time penalties. (Han Decl., *supra*, at ¶¶ 17-23.)

13 **b. The Parties Were Able to Reach an Agreement on Settlement of the Action**

14 **i. Parties Attended Mediation Which Led to the Settlement Agreement**

15 The Parties remotely attended mediation with an experienced wage-and-hour mediator.  
16 (Han Decl., *supra*, at ¶ 24.) The Parties discussed Defendant's current financial condition and  
17 financial hardships it has been experiencing in recent years. (*Ibid.*) With the assistance of the  
18 mediator, the Parties reached a settlement via a mediator's proposal, the terms of which were  
19 memorialized in the Settlement Agreement. (*Id.* at ¶ 24; Exhibits 2, 6.)

20 **ii. The Settlement Was Reached as a Result of Arm's-length Negotiations**

21 The Settlement was reached because of arm's-length negotiations. (Han Decl., *supra*, at ¶  
22 27.) Though cordial and professional, the settlement negotiations have always been adversarial  
23 and non-collusive in nature. (*Ibid.*) At the mediation, both Parties' counsel conducted extensive  
24 arm's-length settlement negotiations until a settlement was reached. (*Ibid.*)

25 Plaintiff and Class Counsel believe in the merits of the case but also recognize the expense  
26 and length of additional proceedings necessary to continue the litigation. (Han Decl., *supra*, at ¶  
27 28.) Plaintiff and Class Counsel considered the uncertainty and risk of further litigation, potential  
28 outcome, and difficulties and delays inherent in such litigation. (*Ibid.*) Plaintiff and Class Counsel

also considered Defendant’s present financial condition, financial hardships it has been experiencing in recent years, and its ability to fund a settlement. (Han Decl., *supra*, at ¶ 28.) Based on the foregoing, Plaintiff and Class Counsel believe the Settlement is a fair, adequate, and reasonable settlement, and is in the best interests of the Class Members. (*Ibid.*)

**iii. The Settlement Is the Result of Thorough Investigation and Discovery**

The Parties thoroughly investigated and evaluated the factual strengths and weaknesses of the claims and defenses before reaching the Settlement and engaged in sufficient investigation, research, and discovery to support the Settlement. (Han Decl., *supra*, at ¶ 29.) The Settlement was possible following significant investigation and evaluation of the relevant policies and procedures and the data produced for the putative class. (*Ibid.*) This case has reached the stage where the Parties understand “the strength of the case; the reasonableness of the settlement in light of the attendant risks of litigation, and in light of the best possible recovery” sufficient to support the Settlement’s reasonableness, adequacy, and fairness. (Han Decl., *supra*, at ¶ 29; *Boyd v. Bechtel Corp.* (N.D.Cal. 1979) 485 F.Supp. 610, 617.)

**c. Terms of the Proposed Settlement**

**i. Deductions from the Settlement**

The Parties agreed this matter be settled and compromised for the non-reversionary total sum of \$100,000 (“Gross Settlement Amount”), which includes: (1) Class Counsel Fees Payment not to exceed \$33,333.33 (1/3 of the Gross Settlement Amount); (2) Class Counsel Litigation Expenses Payment not to exceed \$15,000; (3) Class Representative Service Payment not to exceed \$5,000; (4) Administration Expenses Payment not to exceed \$10,000; and (5) PAGA Penalties not to exceed \$5,000. (Han Decl., *supra*, at ¶ 25.)

**ii. Calculation of Settlement Payments**

After all Court-approved deductions from the Gross Settlement Amount, it is estimated \$31,666.67 (“Net Settlement Amount”) will be distributed to the Participating Class Members – with an *average* gross Individual Class Payment of \$95.96. (Han Decl., *supra*, at ¶ 26.)

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///

1 The Administrator will calculate and pay Individual Class Payments using the formula set  
2 forth in the Agreement. (Han Decl., *supra*, at ¶ 24; Exhibit 2, *supra*, at § C(2)(d).) Individual  
3 Class Payments will be allocated twenty percent (20%) to the settlement of wage claims and  
4 eighty percent (80%) to the settlement of claims for interest and penalties. (*Id.* at § C(2)(i).)

5 The Administrator will also calculate and pay Individual PAGA Payments using the  
6 formula set forth in the Settlement. (Han Decl., *supra*, at ¶ 24; Exhibit 2, *supra*, at § C(2)(e)(i).)  
7 Individual PAGA Payments will be allocated one hundred percent (100%) to the settlement of  
8 interest and penalties. (*Id.* at § C(2)(e)(ii).)

9 **iii. Notice to the Class**

10 No later than twenty-one (21) calendar days after the Court grants Preliminary Approval  
11 of the Settlement, Defendant will deliver the Class Data to the Administrator. (Han Decl., *supra*,  
12 at ¶ 24; Exhibit 2, *supra*, at § G(4)(a).) No later than fourteen (14) calendar days after receiving  
13 the Class Data, the Administrator will send the Class Notice in English to all Class Members  
14 identified in the Class Data via first-class USPS mail. (*Id.* at § G(4)(c).)

15 **iv. Distribution of Funds**

16 The Gross Settlement Amount will be funded and distributed pursuant to the timeline and  
17 manner set forth in the Settlement. (Han Decl., *supra*, at ¶ 24; Exhibit 2, *supra*, at §§ D(2), D(3).)  
18 The payment plan to fund the Gross Settlement Amount set forth in the Settlement is critical for  
19 Defendant due to the financial hardships it has been experiencing in recent years. (*Ibid.*) Uncashed  
20 settlement checks will be canceled and transmitted to the California Controller's Unclaimed  
21 Property Fund. (*Id.* at §§ D(3)(a), D(3)(c).)

22 **v. Release of Claims**

23 Effective when Defendant funds the Gross Settlement Amount and all employer payroll  
24 taxes owed on the Wage Portion of the Individual Class Payments, all Participating Class  
25 Members, on behalf of themselves and their former and present representatives, agents, attorneys,  
26 heirs, administrators, successors, and assigns, release the Released Parties from the Released  
27 Class Claims. (Han Decl., *supra*, at ¶ 24; Exhibit 2, *supra*, at § E(2).)

28 ///

Effective when Defendant funds the Gross Settlement Amount and all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, all Aggrieved Employees are deemed to release, on behalf of themselves and their former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from the Released PAGA Claims. (Han Decl., *supra*, at ¶ 24; Exhibit 2, *supra*, at § E(3).)

Effective when Defendant funds the Gross Settlement Amount and all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, in addition to the claims released under Sections E(2) and E(3) of the Settlement Agreement, Plaintiff and his former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns agree to a general release of any and all claims, transactions, primary rights, or occurrences against Released Parties. (Han Decl., *supra*, at ¶ 24; Exhibit 2, *supra*, at § E(1).) Furthermore, Plaintiff knowingly and voluntarily waives any and all rights or benefits she may have under the terms of Civil Code section 1542. (*Id.* at § E(1)(a).)

Regarding class action releases, “[A] court may release not only those claims alleged in the complaint and before the court, but also claims which ‘could have been alleged by reason of or in connection with any matter or fact set forth or referred to in’ the complaint.” (*Amaro v. Anaheim Arena Management, LLC* (2021) 69 Cal.App.5th 521, 537.) The scope of the releases in this case are acceptable because they are limited to the scope of the allegations contained in the operative complaints. The released claims are “based on the identical factual predicate as that underlying the claims in the settled class action.” (*Ibid.*) In other words, the released claims do not “go beyond the scope of the allegations in the operative complaint ... .” (*Ibid.*)

#### **d. Counsel for Both Parties Are Experienced in Similar Litigation**

The Parties’ counsel are experienced in wage-and-hour employment law and class actions. (Han Decl., *supra*, at ¶¶ 2-6; Exhibit 1.) Class Counsel have prosecuted numerous cases on behalf of employees for Labor Code violations and are experienced and qualified to evaluate the class claims, advantages and disadvantages of settlement versus trial, and viability of the defenses. (*Ibid.*) Class Counsel’s experience guided their determination to endorse the Settlement.<sup>1</sup> (*Ibid.*)

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<sup>1</sup> The final factor mentioned in *Dunk v. Motor Co.* (1996) 48 Cal.App.4th 1794 – the number of objectors – is not determinable until the Class Notice has been provided to the Class

1 **IV. ARGUMENT**

2 **a. Class Action Settlements Are Subject to Court Review**

3 California Rules of Court, rule 3.769 requires court approval for class action settlements.<sup>2</sup>  
4 “Before final approval, the court must conduct an inquiry into the fairness of the proposed  
5 settlement.” (Cal. Rules of Court, rule 3.769(g).) Rule 3.769 further requires a noticed motion for  
6 preliminary approval of class settlements:

7 (a) A settlement or compromise of an entire class action, or a cause of action in  
8 a class action, or as to a party, requires the approval of the court after  
9 hearing.

10 (c) Any party to a settlement agreement may serve and file a written notice of  
11 motion for preliminary approval of the settlement. The settlement  
12 agreement and proposed notice to class members must be filed with the  
13 motion, and the proposed order must be lodged with the motion.

14 Courts have discretion to approve settlements that are fair, not collusive, and consider  
15 “all the normal perils of litigation as well as the additional uncertainties inherent in complex  
16 class actions.” (*In re Beef Industry Antitrust Litigation* (5th Cir. 1979) 607 F.2d 167, 179, cert.  
17 den. *sub nom. Iowa Beef Processors, Inc. v. Meat Price Investigators Ass’n* (1981) 452 U.S. 905.)

18 **b. The Proposed Settlement Is a Reasonable Compromise of Claims**

19 An understanding of the amount in controversy is an important factor in whether the  
20 settlement “of the class members’ claims is reasonable in light of the strengths and weaknesses  
21 of the claims and the risks of the particular litigation.” (*Kullar v. Foot Locker Retail, Inc.* (2008)  
22 168 Cal.App.4th 116, 129; see also *Munoz v. BCI Coca-Cola Bottling Co. of Los Angeles* (2010)  
23 186 Cal.App.4th 399, 409.) The most important factor in this regard is ““the strength of the case  
24 for plaintiffs on the merits, balanced against the amount offered in settlement.”” (*Kullar*, at p.  
25 130; see also *Munoz*, at p. 409.)

26 \_\_\_\_\_  
27 Members, and they have had an opportunity to respond. This information will be provided to the  
28 Court in conjunction with the Motion for Final Approval of Class Action Settlement.

29 <sup>2</sup> The California Supreme Court authorized California’s trial courts to use Federal Rule 23  
and cases applying it for guidance in considering class issues. (See *Vasquez v. Superior Court*  
(1971) 4 Cal.3d 800, 821; see *Green v. Obledo* (1981) 29 Cal.3d 126, 145-146.) Where  
appropriate, the Parties cite Federal Rule 23 and federal case law in addition to California law.

1        *Kullar* instructs the court is not to “decide the merits of the case or to substitute its  
2 evaluation of the most appropriate settlement for that of the attorneys.” (*Kullar v. Foot Locker*  
3 *Retail, Inc.*, *supra*, 168 Cal.App.4th at p. 133.) *Kullar* does not require a statement of the  
4 maximum amount the class could recover if plaintiff prevailed on all claims, provided there is a  
5 record allowing “an understanding of the amount that is in controversy and the realistic range of  
6 outcomes of the litigation.” (*Munoz v. BCI Coca-Cola Bottling Co. of Los Angeles*, *supra*, 186  
7 Cal.App.4th at p. 409.) “[A]s the court does when it approves a settlement as in good faith under  
8 Code of Civil Procedure § 877.6, the court must at least satisfy itself that the class settlement is  
9 within the ‘ballpark’ of reasonableness.” (*Kullar*, at p. 133.)

10                    **i. The Settlement Amount of \$100,000 Is Fair and Reasonable**

11        The Settlement was only possible following significant investigation and evaluation of the  
12 relevant policies and procedures and the data produced for the putative class, as referenced in  
13 Section III above, which permitted Class Counsel to engage in a comprehensive analysis of  
14 liability and potential damages. (Han Decl., *supra*, at ¶ 29.)

15        This investigation and evaluation informed the central theories of liability. The claims are  
16 predicated on the alleged: (1) failure to pay overtime wages; (2) failure to provide compliant  
17 breaks and pay premium wages; (3) failure to pay minimum wages; (4) failure to timely pay  
18 wages; (5) failure to issue compliant wage statements; (6) failure to reimburse business expenses;  
19 (7) violation of PAGA; and (8) violation of Business & Professions Code section 17200. (Han  
20 Decl., *supra*, at ¶ 30.) Defendant vehemently denies the theories of liability. (*Id.* at ¶ 31.)

21        While Plaintiff believes the case is suitable for certification, uncertainties with respect to  
22 certification are always present. (Han Decl., *supra*, at ¶ 32.) As the California Supreme Court  
23 ruled in *Sav-On Drug Stores, Inc. v. Superior Court* (2004) 34 Cal.4th 319, class certification is  
24 always a matter of the trial court’s sound discretion. (*Ibid.*) Decisions following *Sav-On Drug*  
25 *Stores, Inc.* have reached different conclusions concerning certification of wage-and-hour  
26 claims.<sup>3</sup> (*Ibid.*) These factors led discounting the calculations of potential damages.

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27        <sup>3</sup> (See e.g. *Harris v. Superior Court* (2007) 154 Cal.App.4th 164 [reversing decertification  
28 of class claiming misclassification and ordering summary adjudication in favor of employees],  
review granted Nov. 28, 2007, (2007) 171 P.3d 545 [not cited as precedent, but rather for  
16

1                   **ii. The PAGA Penalties of \$5,000 Is Reasonable**

2           The provisions of the Labor Code triggering PAGA penalties in this case include, but are  
3 not limited to, Labor Code sections 201, 202, 203, 204, 218.5, 221, 226(a), 226.3, 226.7, 229,  
4 246(l), 510, 512(a), 558, 1174(d), 1174.5, 1194, 1197, 1197.1, 1198, 2800, and 2802. (Han Decl.,  
5 *supra*, at ¶ 42.) Defendant asserts, regardless of the results of the underlying causes of action,  
6 PAGA penalties are not mandatory but permissive and discretionary. (*Ibid.*) Defendant also  
7 maintains it had a strong argument it would be unjust to award maximum PAGA penalties given  
8 the law’s current unsettled state concerning PAGA penalties. (Han Decl., *supra*, at ¶ 42; *Thurman*  
9 *v. Bayshore Transit Mgmt.* (2012) 203 Cal.App.4th 1112 [reducing penalties by 30% under this  
10 authority].) Defendant argued without stacking and limited to the initial violation, the PAGA  
11 penalties would be limited to **\$12,800** (128 employees x \$100 penalty for initial violation) on the  
12 low end and **\$89,600** (128 employees x \$100 penalty for initial violation x 7 theories of recovery)  
13 on the high end. (Han Decl., *supra*, at ¶¶ 43-45.)

14           Plaintiff recognized the risk that any PAGA award could be reduced. (Han Decl., *supra*,  
15 at ¶ 46.) Many of the causes of action brought were also duplicative of the statutory claims. (*Ibid.*)  
16 Allocating \$5,000 to PAGA civil penalties was reasonable given that Defendant is paying an  
17 additional \$95,000 in the class settlement. (*Ibid.*) When PAGA penalties are negotiated in good  
18 faith and “there is no indication that [the] amount was the result of self-interest at the expense of  
19 other Class Members,” such amounts are reasonable.<sup>4</sup> (*Ibid.*)

20           Considering Defendant’s defenses, supporting evidence, position that the case is not  
21 suitable for class treatment, and current financial condition and recent financial hardships, the  
22 Settlement Agreement is reasonable, adequate, and fair.

23 \_\_\_\_\_  
24 illustrative purposes only]; *Walsh v. IKON Office Solutions, Inc.* (2007) 148 Cal.App.4th 1440  
25 [affirming decertification of class claiming misclassification]; *Aguilar v. Cintas Corp. No. 2*  
26 (2006) 144 Cal.App.4th 121 [reversing denial of certification]; *Dunbar v. Albertson’s Inc.* (2006)  
141 Cal.App.4th 1422 [affirming denial of certification].)

27 <sup>4</sup> (*Hopson v. Hanesbrands Inc.* (N.D.Cal. Apr. 3, 2009, No. CV-08-0844 EDL) 2009  
28 U.S.Dist.LEXIS 33900, at \*24; see e.g. *Nordstrom Com. Cases* (2010) 186 Cal.App.4th 576, 579,  
“[T]rial court did not abuse its discretion in approving a settlement which does not allocate any  
damages to the PAGA claims”.)

**c. Discount Analysis Justifies the Settlement**

Excluding the civil penalties, which could be completely discretionary, the total estimated potential exposure, assuming certification and prevailing at trial, would be about **\$2,131,919** on the low end and **\$2,188,099** on the high end. (Han Decl., *supra*, at ¶ 47.)

| Category                                  | Potential Exposure                            | Certification Risk | Merits Risk | Realistic Exposure                              |
|-------------------------------------------|-----------------------------------------------|--------------------|-------------|-------------------------------------------------|
| Rest Break Premiums                       | \$299,624                                     | 75%                | 65%         | \$26,217.10                                     |
| Meal Break Premiums                       | \$449,436                                     | 65%                | 65%         | \$55,055.91                                     |
| Overtime/Minimum Wage: Off-the-Clock Work | \$112,359 to \$168,538.50                     | 65%                | 55%         | \$17,696.54 to \$26,544.81                      |
| Unreimbursed Business Expenses            | \$39,700                                      | 35%                | 75%         | \$6,451.25                                      |
| Wage Statement Penalty                    | \$185,600                                     | 75%                | 75%         | \$11,600                                        |
| Waiting Time Penalty                      | \$1,045,200                                   | 75%                | 75%         | \$65,325                                        |
| <b>MAXIMUM TOTAL EXPOSURE</b>             | <b>\$2,131,919 to \$2,188,099<sup>5</sup></b> |                    |             | <b>\$182,345.80 to \$191,194.07<sup>6</sup></b> |

Based on this analysis, the realistic recovery for this case is **\$182,345.80** on the low end and **\$191,194.07** on the high end. (Han Decl., *supra*, at ¶ 54.) The Gross Settlement Amount is about four percent (4.57%) of the maximum potential exposure and around fifty-two percent (52.30%) of the maximum realistic exposure. (*Ibid.*) This is reasonable when considering Defendant's present financial condition and recent financial hardships. (*Ibid.*)

The only question at preliminary approval is whether the settlement is within the range of possible approval. (*In re General Motors Corp. Engine Interchange Litigation* (7th Cir. 1979) 594 F.2d 1106, 1124; *Acosta v. TransUnion, LLC* (C.D. Cal. 2007) 240 F.R.D. 564, 575.) "The fact that a proposed settlement may only amount to a fraction of the potential recovery does not, in and of itself, mean that the proposed settlement is grossly inadequate and should be disapproved." (*Detroit v. Grinnell Corp.* (2d Cir. 1974) 495 F.2d 448, 455; see also *Linney v. Cellular Alaska P'ship* (9th Cir. 1998) 151 F.3d 1234, 1242, "[I]t is the very uncertainty of

<sup>5</sup> (Han Decl., *supra*, at ¶¶ 33-41.)

<sup>6</sup> (*Id.* at ¶¶ 48-53.)

outcome in litigation and avoidance of wasteful and expensive litigation that induce consensual settlements. The proposed settlement is not to be judged against a hypothetical or speculative measure of what might have been achieved by the negotiators”.) This settlement is in line with the realistic exposure if Plaintiff prevailed at trial and provides a significant recovery for Class Members when considering Defendant’s financial condition.

**d. Conditional Certification of the Class Is Appropriate**

Code of Civil Procedure section 382 “authorizes class actions ‘when the question is one of a common or general interest, of many persons, or when the parties are numerous, and it is impracticable to bring them all before the court.’” (*Sav-On Drug Stores, Inc. v. Superior Court*, *supra*, 34 Cal.4th at p. 326.) Courts certify class actions where the plaintiff identifies “both [1] an ascertainable class and [2] a well-defined community of interest among class members.” (*Ibid.*)

The Class is ascertainable and numerous as to make it impracticable to join all Class Members, and there are common questions of law and fact that predominate over any individual questions. (Han Decl., *supra*, at ¶ 55.) Plaintiff contends, as a former hourly-paid, non-exempt employee of Defendant, his claims are typical of the claims of the Class, and Class Counsel will fairly and adequately protect the Class’s interests. (*Ibid.*) Plaintiff assert prosecution of separate actions by Class Members would create the risk of inconsistent or varying adjudications. (*Ibid.*)

**i. The Proposed Class Is Ascertainable and Sufficiently Numerous**

“Ascertainability is required in order to give notice to putative class members as to whom the judgment in the action will be res judicata.” (*Hicks v. Kaufman & Broad Home Corp.* (2001) 89 Cal.App.4th 908, 914.) “A class is ascertainable if it identifies a group of unnamed plaintiffs by describing a set of common characteristics sufficient to allow a member of that group to identify himself or herself as having a right to recover based on the description.” (*Bartold v. Glendale Federal Bank* (2000) 81 Cal.App.4th 816, 828.) The proposed class must also be sufficiently numerous. (*Linder v. Thrifty Oil Co.* (2000) 23 Cal.4th 429, 435.)

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1 This case involves approximately three hundred thirty (330) Class Members, meaning the  
2 Class is sufficiently numerous. (Han Decl., *supra*, at ¶ 56; see *Ghazaryan v. Diva Limousine, Ltd.*  
3 (2008) 169 Cal.App.4th 1524, 1531, n.5 [finding that a proposed class of “as many as 190 current  
4 and former employees” is sufficiently numerous].)

5 **ii. The Class Members Share a Well-defined Community of Interest**

6 The community of interest requirement “embodies three factors: (1) predominant common  
7 questions of law or fact; (2) class representatives with claims or defenses typical of the class; and  
8 (3) class representatives who can adequately represent the class.” (*Sav-On Drug Stores, Inc. v.*  
9 *Superior Court, supra*, 34 Cal.4th at p. 326.) “[T]he community of interest requirement for  
10 certification *does not mandate that class members have uniform or identical claims.*” (*Capitol*  
11 *People First v. Department of Developmental Services* (2007) 155 Cal.App.4th 676, 692  
12 (emphasis in original).) Courts focus on the defendant’s internal policies and “pattern and practice  
13 . . . in order to assess whether that common behavior toward similarly situated plaintiffs renders  
14 class certification appropriate.” (*Ibid.*) The application of these factors is discussed below.

15 **1. Common Issues Predominate**

16 The “common issues” requirement “involves analysis of whether the proponent’s ‘theory  
17 of recovery’ is likely to prove compatible with class treatment.” (*Capitol People First v.*  
18 *Department of Developmental Services, supra*, 155 Cal.App.4th at p. 690.) In other words, courts  
19 determine whether the elements necessary to establish liability are susceptible to common proof,  
20 even if the class members must individually prove their damages. (*Brinker Restaurant Corp. v.*  
21 *Superior Court* (2012) 53 Cal.4th 1004, 1024). These types of claims are regularly granted class  
22 certification when the plaintiff can present evidence of common policies. (See e.g. *Jones v. JGC*  
23 *Dallas LLC* (N.D.Tex. Nov. 29, 2012, Civil Action No. 3:11-CV-2743-O) 2012 U.S.Dist.LEXIS  
24 185042 [certified collective action involving 190 dancers]; *Espinoza v. Galardi South Enters.*  
25 (S.D.Fla. Jan. 11, 2016, No. 14-21244-CIV-GOODMAN) 2016 U.S.Dist.LEXIS 2904 [court  
26 certified class of dancers on state law claims].)  
27  
28

1 Plaintiff asserts common issues of fact and law predominate as to each of the claims  
2 alleged. (Han Decl., *supra*, at ¶ 57.) Plaintiff contends all Class Members were subject to the same  
3 or similar employment practices, policies, and procedures described above. (*Ibid.*)

## 4 **2. Plaintiff's Claims Are Typical of the Class Claims**

5 Typical claims rely on legal theories and facts that are substantially like those of other  
6 class members. (*Classen v. Weller* (1983) 145 Cal.App.3d 27, 46.)

7 Plaintiff is a former employee of Defendant and allege he and the Class Members were  
8 employed by the same company and injured by the common policies and practices related to the  
9 claims described above. (Han Decl., *supra*, at ¶ 58; Declaration of Lemonde Lawrence Re  
10 Adequacy In Support of Motion for Preliminary Approval ("Lawrence Decl."), ¶¶ 2-8, 12-15.)  
11 Plaintiff seeks relief for these claims and derivative claims on behalf of all Class Members. (Han  
12 Decl., *supra*, at ¶ 58; Lawrence Decl., *supra*, at ¶¶ 2-8, 12-15.) Thus, the claims arise from the  
13 same employment practices and are based on the same legal theories applicable to the Class. (Han  
14 Decl., *supra*, at ¶ 58; Lawrence Decl., *supra*, at ¶¶ 2-8, 12-15.)

## 15 **3. Plaintiff Is Adequate to Represent the Class**

16 Plaintiff has proven to be an adequate class representative. (Han Decl., *supra*, at ¶ 59;  
17 Lawrence Decl., *supra*, at ¶¶ 9-11, 16-21.) Plaintiff conducted himself diligently and responsibly  
18 in representing the Class in this matter, understands his fiduciary obligations, and actively  
19 participated in the prosecution of this case. (Han Decl., *supra*, at ¶ 59; Lawrence Decl., *supra*, at  
20 ¶¶ 9-11, 16-21.) Plaintiff spent time in meetings and conferences with Class Counsel to provide  
21 Class Counsel with an understanding of the work environment and requirements. (Han Decl.,  
22 *supra*, at ¶ 59; Lawrence Decl., *supra*, at ¶¶ 9-11, 16-21.) Furthermore, Plaintiff has no interest  
23 averse to the interests of the other Class Members. (Han Decl., *supra*, at ¶ 59; Lawrence Decl.,  
24 *supra*, at ¶¶ 9-11, 16-21.)

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26 ///

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1                                   **4. Class Action Is Superior for the Fair and Efficient**  
2                                   **Adjudication of this Controversy**

3           A class action is superior to other available means for the fair and efficient adjudication  
4 of this controversy. Plaintiff contends the joinder of all Class Members is impractical and that  
5 class treatment will permit many similarly situated persons to prosecute their common claims for  
6 settlement purposes simultaneously in a single forum without the duplication of effort and  
7 expense that numerous individual actions would necessitate. Because several Class Members are  
8 current employees, Plaintiff believes fear of retaliation further supports the superiority of class-  
9 wide relief as this fear often discourages current employees from seeking legal redress.

10                   **e. The Settlement Is Fair, Reasonable, and Adequate**

11           In deciding whether to approve a proposed class action settlement under Code of Civil  
12 Procedure section 382, the Court must find that a proposed settlement is “fair, adequate and  
13 reasonable.” (*Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1801.) A proposed class  
14 action settlement is presumed fair under the following circumstances: (1) the parties reached  
15 settlement after arm’s-length negotiations; (2) investigation and discovery were sufficient to  
16 allow counsel and the court to act intelligently; (3) counsel is experienced in similar litigation;  
17 and (4) the percentage of objectors is small. (*Id.* at p. 1802.) All these elements are present herein.

18                   **f. Notice to Class Members Complies with California Rules of Court, Rule 3.769(f)**

19           California Rules of Court, rule 3.769(f), provides:

20           If the court has certified the action as a class action, notice of the final approval hearing  
21 must be given to class members in the manner specified by the court. The notice must  
22 contain an explanation of the proposed settlement and procedures for class members to  
23 follow in filing written objections to it and in arranging to appear at the settlement hearing  
and state any objections to the proposed settlement.

24           The Class Notice meets all these requirements. The Class Notice advises the Class  
25 Members of their right to participate in the Settlement, how and when to object to or request  
26 exclusion from the Settlement, and date, time, and location of the Final Approval Hearing.

27   ///

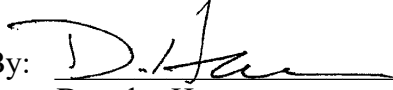
28   ///

1 **V. CONCLUSION**

2 Plaintiff submits the Settlement is in the best interests of the Class, as it is fair, adequate,  
3 and reasonable. Under the applicable class action criteria and guidelines, the Settlement should  
4 be preliminarily approved by the Court, Class should be conditionally certified for purposes of  
5 settlement only, and Class Notice should be approved.

6  
7 Dated: August 20, 2024

**JUSTICE LAW CORPORATION**

8 By:   
9 Douglas Han  
10 *Attorneys for Plaintiff*

**PROOF OF SERVICE  
1013A(3) CCP**

**STATE OF CALIFORNIA, COUNTY OF LOS ANGELES**

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 751 N. Fair Oaks Avenue, Suite 101, Pasadena, CA 91103 and my electronic service address is mluna@justicelawcorp.com

On August 20, 2024, I served the foregoing document described as

**NOTICE OF MOTION AND MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT, CONDITIONAL CERTIFICATION, APPROVAL OF CLASS NOTICE, SETTING OF FINAL APPROVAL HEARING DATE; MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT THEREOF**

for the following case: **Lawrence v. Route 64 Logistics LLC**  
LWDA/Court Case No.: **LWDA Case No.: CM- 999296-23**  
**Court Case No.: 22STCV31953**  
**Los Angeles County Superior Court**

on interested parties in this action by electronically submitting as follows:

State of California  
Labor & Workforce Development Agency  
800 Capitol Mall, MIC-55  
Sacramento, California 95814

**[X] BY ELECTRONIC SUBMISSION**

Pursuant to California Senate Bill No. 836, I caused the documents described above to be electronically submitted by and through the procedure stated on the website of the State of California Labor and Workforce Development Agency.

**[X] STATE**

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on August 20, 2024, at Pasadena, California.



Madison Luna