Miriam Schimmel (State Bar No. 185089)
mschimmelblackstonepc.com
Joana Fang (State Bar No. 309623)
jfang@blackstonepc.com
Alexandra Rose (State Bar No. 329407)
arose@blackstonepc.com
Jared C. Osborne (State Bar No. 335968)
josborne@blackstonepc.com
BLACKSTONE LAW, APC
8383 Wilshire Boulevard, Suite 745
Beverly Hills, California 90211
Tel: (310) 622-4278 / Fax: (855) 786-6356

Attorneys for Plaintiff CONNOR BROWN, individually, and on behalf of other members of the general public similarly situated and on behalf of other aggrieved employees pursuant to the California Private Attorneys General Act

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN FRANCISCO

CONNOR BROWN, individually, and on behalf of other members of the general public similarly situated and on behalf of other aggrieved employees pursuant to the California Private Attorneys General Act,

Plaintiff,

vs.

BI-RITE MANAGEMENT SERVICES LLC, a California limited liability company; BI-RITE MARKET, INC. dba BI-RITE FAMILY OF BUSINESSES, a California corporation; BI-RITE CREAMERY, INC., a California corporation; BIRITE CATERING, LLC dba BI-RITE CATERING & COMMISSARY KITCHEN, a California limited liability company; BI-RITE DIVIS, INC., a California corporation; and DOES 1 through 25, inclusive,

Defendants.

Case No. CGC-24-611385

Honorable Jeffrey S. Ross
Department 606

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

Date:	November 10, 2025
Time:	11:00 a.m.
Dept.:	606
Complaint Filed:	January 3, 2024
FAC Filed:	February 27, 2024
Trial Date:	Not Set

TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE THAT on **November 10, 2025 at 11:00 a.m.** in Department 606 of the above-captioned Court located at Civic Center Courthouse, 400 McAllister Street, San Francisco, California 94102 pursuant to California Code of Civil Procedure section 382 and Rule 3.769 of the California Rules of Court, Plaintiff Connor Brown ("Plaintiff") will and hereby does move the Court for an Order granting preliminary approval of the proposed class action and PAGA settlement between Plaintiff and Defendants Bi-Rite Management Services LLC, Bi-Rite Market, Inc. dba Bi-Rite Family of Businesses, Bi-Rite Catering, LLC dba Bi-Rite Catering & Commissary Kitchen, and Bi-Rite Divis, Inc. (collectively, "Defendants").

Plaintiff requests that the Court enter an Order:

1. Preliminarily approving the Joint Stipulation of Class Action and PAGA Settlement ("Settlement" or "Settlement Agreement") attached as Exhibit 3 to the Declaration of Alexandra Rose in Support of Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement ("Rose Decl.");

2. Certifying the Class for Settlement purposes;

3. Appointing Plaintiff Connor Brown as the Class Representative for Settlement purposes;

4. Appointing Jonathan M. Genish, Miriam L. Schimmel, Joana Fang, Alexandra Rose, and Jared C. Osborne of Blackstone Law, APC as Class Counsel for Settlement purposes;

5. Approving the proposed Notice of Class Action Settlement ("Class Notice"), attached as Exhibit A to the Settlement Agreement, to be mailed to the Class;

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

7. For each Class Member, directing Defendants to furnish their full name, last known mailing address, Social Security number, dates worked for Defendants during the Class Period, and the total Workweeks and Pay Periods to the Settlement Administrator within fourteen (14) calendar days after entry of the order granting preliminary approval of the Settlement;

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

9. Setting a Final Approval Hearing.

Pursuant to California Labor Code section 2699(1)(2), on August 29, 2025, a copy of the Settlement was submitted to the California Labor and Workforce Development Agency ("LWDA") via online submission through the LWDA's website. (Rose Decl., ¶ 52 and Exh. 4).

This Motion is based upon this Notice, the attached Memorandum of Points and Authorities, the Declaration of Alexandra Rose, the Declaration of Plaintiff Connor Brown, the Declaration of the Settlement Administrator (Lisa Mullins of ILYM Group, Inc.), the pleadings and other records on file with the Court in this matter, and any other further evidence or argument that the Court may properly receive at or before the hearing.

Respectfully submitted,

Dated: August 29, 2025

BLACKSTONE LAW, APC

By: ______________________________
Alexandra Rose
Attorneys for Plaintiff Connor Brown

<u>**TABLE OF CONTENTS**</u>

TABLE OF AUTHORITIES

Cases

Statutes

Rules

<u>**MEMORANDUM OF POINTS AND AUTHORITIES**</u>

I. INTRODUCTION

Plaintiff Connor Brown ("Plaintiff") seeks preliminary approval of the Joint Stipulation of Class Action and PAGA Settlement ("Settlement" or "Settlement Agreement") entered into between Plaintiff and Defendants Bi-Rite Management Services LLC, Bi-Rite Market, Inc. dba Bi-Rite Family of Businesses, Bi-Rite Catering, LLC dba Bi-Rite Catering & Commissary Kitchen, and Bi-Rite Divis, Inc. (collectively, "Defendants") (collectively, with Plaintiff, the "Parties"). (Declaration of Alexandra Rose in Support of Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement ["Rose Decl."], Exh. 3). The Settlement terms are outlined as follows:

- Class Size: Approximately six hundred and eighty-five (685) individuals.
- Gross Settlement Amount: One Million Eight Hundred Fifty Thousand Dollars and Zero Cents ($1,850,000.00).
- Attorneys' Fees and Costs: Attorneys' fees of one-third (1/3) of the Gross Settlement Amount (i.e., $616,666.67 if the Gross Settlement Amount is $1,850,000.00) plus actual litigation costs and expenses not to exceed Twenty-Six Thousand Dollars and Zero Cents ($26,000.00), to be paid from the Gross Settlement Amount.
- Enhancement Payment: Ten Thousand Dollars and Zero Cents ($10,000.00), to be paid from the Gross Settlement Amount.
- Settlement Administration Costs: Not to exceed Thirteen Thousand Dollars and Zero Cents ($13,000.00), to be paid from the Gross Settlement Amount.
- PAGA Amount: Ninety Thousand Dollars and Zero Cents ($90,000.00) from the Gross Settlement Amount, 75% of which will be paid to the Labor and Workforce Development Agency ("LWDA") and the remaining 25% to be paid to the PAGA Employees.
- Estimated Net Settlement Amount: One Million Ninety-Four Thousand Three Hundred Thirty-Three Dollars and Thirty-Three Cents ($1,094,333.33) to be distributed to Settlement Class Members.

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

II. FACTUAL AND PROCEDURAL BACKGROUND

Defendants are a San Francisco based independent grocery store chain that include three markets, a creamery, and a catering company. Plaintiff was employed by Defendants as an hourly-paid, non-exempt Cashier and Stocker from approximately August 2019 to approximately March 2023. (Declaration of Plaintiff Connor Brown in Support of Motion for Preliminary Approval of Class Action and PAGA Settlement ["Brown Decl."], ¶ 2).

On December 19, 2023, Plaintiff provided written notice to the LWDA by online submission and to Defendants by U.S. Certified Mail, pursuant to California Labor Code Section 2699.3, of the specified provisions of the California Labor Code alleged to have been violated by Defendants ("PAGA Letter"). (Rose Decl., ¶ 9 and Exh. 2).

On January 3, 2024, Plaintiff filed a Class Action Complaint in the action entitled *Connor Brown v. Bi-Rite Management Services LLC, et al.*, San Francisco County Superior Court Case No. CGC-24-611385 ("Action"), thereby commencing a putative class action against Defendants. (*Id.*, ¶ 10).

On February 14, 2024, Defendants propounded written formal discovery onto Plaintiff (specifically, Form Interrogatories – General (Set One), Form Interrogatories – Employment Law (Set One), Special Interrogatories (Set One), Request for Admission (Set One), and Request for Production of Documents (Set One)). (*Id.*, ¶ 11).

On February 27, 2024, Plaintiff filed a First Amended Class and Representative Action Complaint ("Operative Complaint") in the Action. (*Id.*, ¶ 12). The Operative Complaint alleges ten (10) causes of action for violations of the California Labor Code for failure to pay minimum wages, failure to pay overtime wages, failure to provide compliant meal periods and premium payments in lieu thereof, failure to provide compliant rest periods and premiums payments in lieu thereof, failure to timely pay wages during employment, failure to provide accurate wage statements, failure to timely pay wages upon termination, and failure to reimburse necessary business expenses, for violations of California Business & Professions Code Section 17200, *et seq.* based on the aforementioned California Labor Code violations, and for civil penalties under the Private Attorneys General Act of 2004 pursuant to California

Labor Code Section 2698 *et seq*. ("PAGA") based on the aforementioned California Labor Code violations. (Ibid).

On March 12, 2024, Plaintiff propounded written formal discovery onto Defendants (specifically, Form Interrogatories – General (Set One), Form Interrogatories – Employment Law (Set One), Special Interrogatories (Set One), Requests for Admission (Set One), and Requests for Production of Documents (Set One)), and served a proposed Belaire-West notice. (*Id*., ¶ 13).

On April 30, 2024, Plaintiff served responses to Defendants' discovery requests (specifically, Form Interrogatories – General (Set One), Form Interrogatories – Employment Law (Set One), Special Interrogatories (Set One), Request for Admission (Set One), and Request for Production of Documents (Set One)). (*Id*., ¶ 14).

On May 15, 2024, Defendant served responses to Plaintiff's discovery requests (specifically, Form Interrogatories – General (Set One), Form Interrogatories – Employment Law (Set One), Special Interrogatories (Set One), Requests for Admission (Set One), and Requests for Production of Documents (Set One)). (*Id*., ¶ 15).

On September 11, 2024, the Parties participated in a formal mediation conducted by Tripper Ortman, Esq. ("Mediator"), a neutral and respected mediator with extensive experience in complex wage and hour matters, which did not result in a settlement at that time. (*Id*., ¶ 16).

On September 11, 2024, Plaintiff served a notice of deposition of Defendants' Person Most Knowledgeable. (*Id*., ¶ 17). On September 20, 2024, Defendant served a notice of deposition of Plaintiff. (Ibid). On September 25, 2024, Plaintiff served additional formal written discovery onto Plaintiff (specifically, Special Interrogatories (Set Two) and Requests for Production of Documents (Set Two). (Ibid).

On October 23, 2024, after further negotiations and with the assistance of the Mediator's evaluations, the Parties were able to reach an agreement to resolve this dispute on a class and representative basis. (*Id*., ¶ 18). The Parties then worked diligently to negotiate and memorialize the terms in a long form settlement agreement. (Ibid).

On August 25, 2025, the Parties executed the Settlement Agreement. (*Id*., ¶ 19 and Exh. 3).

///

III. THE SETTLEMENT TERMS

A. Class Definition

For purposes of settlement only, the Parties have agreed that the Class shall be defined as "all current and former hourly-paid and/or non-exempt employees who worked for Defendants in the State of California at any time during the Class Period" ("Class" or Class Member(s)"). (Rose Decl., ¶ 20; Settlement Agreement, ¶ 6.b). The Class Period is defined as the period from January 3, 2020 through December 23, 2024. (Rose Decl., ¶ 20; Settlement Agreement, ¶ 6.f). Based on information provided by Defendants, it is estimated that there are a total of six hundred and eighty-five (685) Class Members. (Rose Decl., ¶ 20).

B. Amount of Settlement

The Parties have agreed to settle the class and PAGA claims at issue in the Operative Complaint for a non-reversionary Gross Settlement Amount of One Million Eight Hundred Fifty Thousand Dollars and Zero Cents ($1,850,000.00), exclusive of employer-side payroll taxes. (Rose Decl., ¶ 21; Settlement Agreement, ¶ 6.q).

C. Allocation and Funding of the Gross Settlement Amount

The Gross Settlement Amount is a common fund and therefore includes all requested costs, fees, and other allocations. (Rose Decl., ¶ 21; Settlement Agreement, ¶ 6.q). The Gross Settlement Amount includes: (1) Class Counsel's fees in the amount of one-third (1/3) of the Gross Settlement Amount (i.e., $616,666.67 if the Gross Settlement Amount is $1,850,000.00); (2) Class Counsel's actual litigation costs and expenses, not to exceed Twenty-Six Thousand Dollars and Zero Cents ($26,000.00); (3) Settlement Administration Costs, not to exceed Thirteen Thousand Dollars and Zero Cents ($13,000.00); (4) Enhancement Payment in the amount of Ten Thousand Dollars and Zero Cents ($10,000.00); and (5) PAGA Amount of Ninety Thousand Dollars and Zero Cents ($90,000.00). (Rose Decl., ¶ 21; Settlement Agreement, ¶¶ 6.q, 9, 10, 11, and 12). After the above-estimated amounts are deducted from the Gross Settlement Amount, the Net Settlement Amount that will be available for Class Members is currently estimated to be One Million Ninety-Four Thousand Three Hundred Thirty-Three Dollars and Thirty-Three Cents ($1,094,333.33). (Rose Decl., ¶ 21). Additionally, 25% of the PAGA Amount ("PAGA Employee Amount"), which is $22,500.00 out of $90,000.00, will be fully distributed to "all current and former hourly-paid and/or non-exempt employees who worked for Defendants in the State of California at any time during the PAGA Period" ("PAGA Employee(s)"). (Rose Decl., ¶ 21; Settlement Agreement, ¶¶ 6.x, 6.y, 6.z, and 11). The "PAGA Period" is defined as the period from December 19, 2022 through December 23, 2024. (Rose Decl., ¶ 21; Settlement Agreement, ¶ 6.aa).

Defendants have represented that the Class Members worked a total of 54,431 workweeks during the period January 3, 2020 through September 11, 2024. (Rose Decl., ¶ 22; Settlement Agreement, ¶ 13). If the total number of weeks during which a Class Member worked for Defendants as an hourly-paid and/or non-exempt employee in California during the Class Period ("Workweeks") actually exceeds 54,431 by more than 10% (i.e., by more than 59,874 Workweeks), then the Gross Settlement Amount will be increased on a *pro rata* basis equal to the percentage increase in the number of Workweeks worked by the Class Members above 10%. (Rose Decl., ¶ 22; Settlement Agreement, ¶¶ 6.nn and 13). For example, if the number of Workweeks increases by 11% to 60,418 Workweeks, then the Gross Settlement Amount will increase by 1%. (Rose Decl., ¶ 22; Settlement Agreement, ¶ 13).

The Net Settlement Amount will be distributed and paid to all Class Members who do not submit a timely and valid Request for Exclusion ("Settlement Class Member(s)") on a *pro rata* basis based on their number of Workweeks. (Rose Decl., ¶ 23; Settlement Agreement, ¶¶ 6.mm and 14). The *pro rata* share of the Net Settlement Amount that a Class Member may be eligible to receive under the Class Settlement ("Individual Settlement Share") will be calculated by the Settlement Administrator, in accordance with the Settlement Agreement. (Rose Decl., ¶ 23; Settlement Agreement, ¶¶ 6.t and 14).

20. The PAGA Employee Amount will be distributed and paid to all PAGA Employees on a *pro rata* basis based on the number of pay periods each PAGA Employee worked for Defendants as an hourly-paid and/or non-exempt employee in California during the PAGA Period ("Pay Periods"). (Rose Decl., ¶ 24; Settlement Agreement, ¶¶ 6.cc and 11). The *pro rata* share of the PAGA Employee Amount that a PAGA Employee may be eligible to receive under the PAGA Settlement ("Individual PAGA Payment") will be calculated by the Settlement Administrator, in accordance with the Settlement Agreement. (Rose Decl., ¶ 24; Settlement Agreement, ¶¶ 6.r and 15).

///

///

Each Individual Settlement Share will be allocated as twenty percent (20%) wages and eighty percent (80%) penalties, interest, and non-wage damages. (Rose Decl., ¶ 25; Settlement Agreement, ¶ 16). The portion allocated to wages will be reported on an IRS Form W-2 and the portions allocated to penalties, interest, and non-wage damages will be reported on an IRS Form 1099 (if applicable) by the Settlement Administrator. (Rose Decl., ¶ 25; Settlement Agreement, ¶ 16). The Settlement Administrator will withhold the employee's share of taxes and withholdings with respect to the wages portion of the Individual Settlement Shares, and issue checks to Settlement Class Members for their net payment of their Individual Settlement Share ("Individual Settlement Payment"). (Rose Decl., ¶ 25; Settlement Agreement, ¶¶ 6.s and 16). The employer's share of taxes and contributions in connection with the wages portion of Individual Settlement Shares will be paid by Defendants separately and in addition to the Gross Settlement Amount. (Rose Decl., ¶ 25; Settlement Agreement, ¶¶ 6.q and 16). Each Individual PAGA Payment will be allocated as one hundred percent (100%) penalties and will be reported on an IRS Form 1099 (if applicable) by the Settlement Administrator. (Rose Decl., ¶ 25; Settlement Agreement, ¶ 16).

The Settlement Agreement is a non-reversionary and non-claims made settlement. (Rose Decl., ¶ 26; Settlement Agreement, ¶¶ 6.q and 34). The Net Settlement Amount will be fully distributed to Settlement Class Members and the PAGA Amount will be fully distributed to the LWDA and PAGA Employees, in accordance with the Settlement Agreement. (Rose Decl., ¶ 26; Settlement Agreement, ¶¶ 14 and 15). No money will be reverted to Defendants. (Rose Decl., ¶ 26; Settlement Agreement, ¶ 6.q).

Each Individual Settlement Payment and Individual PAGA Payment check will be valid and negotiable for one hundred and eighty (180) calendar days from the date the checks are issued, and thereafter, shall be canceled. (Rose Decl., ¶ 26; Settlement Agreement, ¶ 34). Any funds associated with such canceled checks will be distributed by the Settlement Administrator to the State of California's Unclaimed Property Division in the name of the Settlement Class Member and/or PAGA Employee. (Rose Decl., ¶ 26; Settlement Agreement, ¶ 34).

D. Released Claims

Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiff and all Settlement Class Members will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released Class Claims.

(Settlement Agreement, ¶ 35).

Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiff and the LWDA with respect to the PAGA Employees shall be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released PAGA Claims. (*Id*., ¶ 36).

"Released Class Claims" means any and all claims which were alleged or which could have been alleged based on the factual allegations in the Operative Complaint, arising during the Class Period, and shall specifically include claims for Defendants' alleged failure to pay minimum and overtime wages, provide compliant meal and rest periods and associated premium payments, timely pay wages during employment and upon termination, provide accurate wage statements, and reimburse necessary business-related expenses in violation of California Labor Code Sections 201, 202, 203, 204, 210, 226(a), 226.7, 510, 512(a), 1174, 1174.1, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2800, and 2802, and the Industrial Welfare Commission Wage Order, and for violations of the California Business and Professions Code sections 17200, *et seq.* based on the forementioned California Labor Code violations. (*Id*., ¶ 6.ff).

"Released PAGA Claims" means any and all claims arising from any of the factual allegations in the PAGA Letter and/or Operative Complaint, arising during the PAGA Period, for civil penalties under the Private Attorneys General Act of 2004, California Labor Code Sections 2698 *et seq*., including for Defendants' alleged failure to pay minimum and overtime wages, provide compliant meal and rest periods and associated premium payments, timely pay wages during employment and upon termination, provide accurate wage statements, maintain complete and accurate payroll records, and reimburse necessary business-related expenses in violation of California Labor Code Sections 201, 202, 203, 204, 210, 226(a), 226.7, 510, 512(a), 1174, 1174.1, 1174(d), 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2800, and 2802, and the applicable Industrial Welfare Commission Wage Order. (*Id*., ¶ 6.gg).

"Released Parties" means Defendants and each of their respective agents, officers, employees who are not Class Members, directors, members, owners, parent companies, insurers, shareholders, subsidiaries, affiliates, predecessors, successors, and assigns. (*Id*., ¶ 6.hh).

///

///

IV. STANDARD OF REVIEW FOR PRELIMINARY APPROVAL

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

The review and approval of a proposed class action settlement involves a two-step process. (*See* Cal. Rules of Court, Rule 3.769(c)). First, counsel submit the proposed terms of the settlement, and the Court makes a preliminary assessment of whether the settlement appears to be sufficiently within the range of a fair settlement to justify providing notice of the proposed settlement to class members. After notice is provided to the class, the Court must conduct a second inquiry into whether the proposed settlement is fair, reasonable, and adequate. (Ibid).

The initial evaluation of the settlement at the preliminary approval step "is not a fairness hearing." (*Armstrong v. Board of School Directors of City of Milwaukee*, 616 F.2d 305, 314 (7th Cir. 1980)). Rather, the limited purpose of this initial inquiry is to determine, at a threshold level, only whether the proposed settlement is within the range of possible approval and, as a result, "whether there is any reason to notify the class members of the proposed settlement and to proceed with a fairness hearing." A presumption of fairness exists where: (1) the settlement is reached through arm's length bargaining; (2) investigation and discovery are sufficient to allow counsel and the court to act intelligently; (3) counsel is experienced in similar litigation; and (4) the percentage of objectors is small. (*See In re Microsoft I-V Cases*, 135 Cal. App. 4th 706, 723 (2006)).

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

V. THE SETTLEMENT IS PRESUMED FAIR

A. The Settlement Was Reached as a Result of Arm's-Length Bargaining

California courts recognize that "a presumption of fairness exists where . . . [a] settlement is reached through arm's-length bargaining." (*Wershba*, 91 Cal.App.4th at 245; *see also Clark v. Am. Residential Servs. LLC*, 175 Cal.App.4th 785, 799 (2009)). Here, the Parties' settlement negotiations were at all times made at arm's-length and were adversarial. (Rose Decl., ¶ 28). The Settlement was reached following additional negotiations after a full day of mediation with a highly respected mediator with substantial experience mediating wage and hour cases. (Ibid). At all times, Plaintiff was willing and prepared to litigate this matter through class certification and trial if the Parties had been unable to reach a favorable resolution. (*Id*., ¶ 49).

B. Sufficient Investigation and Discovery by Experienced Class Counsel

Courts typically assess the status of discovery in determining whether a class action settlement agreement is fair, reasonable, and adequate. (*Dunk*, 48 Cal.App.4th at 1801). Prior to mediation, Defendants produced all of the putative class members' time and pay records as well as Defendants' relevant wage and hour policies, and information regarding the total number of putative class members, the number of current versus former employees, and the total workweeks worked by the putative class members. (Rose Decl., ¶ 29).

This allowed Class Counsel to conduct an informed assessment and analysis of the strengths and weaknesses of the claims and the potential class-wide damages. (*Id*., ¶ 30). Based on information exchanged, the Parties extensively briefed issues regarding class certification and liability and provided their analyses to the Mediator who helped the Parties debate the strengths and weakness of their respective positions. (*Id*., ¶ 31). Additionally, settlement negotiations were conducted by highly capable and experienced counsel. (Rose Decl., ¶¶ 1-8). Accordingly, Class Counsel had sufficient information and experience to act intelligently in negotiating the Settlement.

C. The Settlement is Fair and Reasonable in Light of the Parties' Respective Legal Positions and Recovery Risks

A settlement is not judged against what might have been recovered had a plaintiff prevailed at trial, nor does the settlement have to obtain 100% of the damages sought to be fair and reasonable.

(*Wershba*, 91 Cal.App.4th at 246, 250). In evaluating the reasonableness of a settlement, a trial court must consider "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, the experience and views of counsel, the presence of a governmental participant, and the reaction of the class members to the proposed settlement." (*Kullar v. Foot Locker Retail, Inc.*, 168 Cal.App.4th 116, 128 (2008)).

Here, the reasonableness of the Settlement is underscored by the fact that Defendants have legal and factual grounds for defending the Action. Based upon Class Counsel's experience litigating similar complex matters, Plaintiff reasonably expected a vigorous and lengthy defense to both class certification and the merits of the Action absent a settlement.

1. Class Counsel's Analysis of the Maximum Available Liability and Damages

Class Counsel analyzed all available data and estimated Defendants' maximum potential exposure to be approximately $11,131,905, assuming the litigation was successful at trial on all claims at issue and every employee had a violation for each claim on every shift worked. (Rose Decl., ¶ 32). This maximum potential analysis was then reduced based on the challenges facing the likelihood of obtaining class certification, prevailing at trial, and other attendant risks. (Ibid). This estimate is based off an estimated maximum liability for all claims at issue and the total aggregate workweeks during the relevant time period, less interest, and based on the analysis of the data which was extrapolated out for all class members across the entire putative class period, which included: $1,969,367 for meal period violations (less meal period premiums paid); $4,901,762 for rest period violations at a 100% violation rate; $1,125,328 for unpaid off-the-clock work for 1 hour per workweek of off-the-clock work; $10,129 for unpaid overtime wages; $370,890 for unreimbursed business expenses; $1,845,029 for waiting time penalties; and $909,400 for wage statement penalties. (Ibid). Plaintiff further estimated that Defendants faced an additional exposure of $951,600 in potential, non-stacked (i.e., one penalty, per employee, per pay period during the PAGA statutory period) PAGA penalties. (Ibid). Together with the PAGA penalties, Defendants' maximum potential exposure totaled $12,083,505 in damages. (Ibid).

///

///

2. Class Counsel's Risk-Based Analysis and Risk-Based Adjustments

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

For example, Plaintiff's meal period claims, which were based on Defendants' alleged failure to provide lawful meal periods, have been increasingly difficult to certify in recent years. (Rose Decl., ¶ 36; *See Brinker*, 53 Cal. 4th at 1034-35). Plaintiff's theory of liability for meal period violations was based on allegations that Defendants had failed to implement their policies and that their practices failed to allow Class Members to take meal breaks in the manner required under California law. (Rose Decl., ¶ 36; *See Bradley v. Networkers Int'l, LLC,* 211 Cal.App.4th 1129, 1150 (2012) (holding that "the lack of a meal/rest break policy and uniform failure to authorize such breaks are matters of common proof.")). Defendants contended that their policies and practices at all times during the Class Period were lawful. (Rose Decl., ¶ 35). Indeed, Plaintiff's analysis revealed only a 40.8% violation rate for purported unique meal period violations offsetting meal period premiums paid. (Ibid). Defendants further argued that the rate of purported meal period violations reflected in the data would require individualized inquiry and that such inquiry would prohibit a class from being certified. (Ibid). Class Counsel also had to consider the risk that the Court would find validity in an individualized proof defense to certification of Plaintiff's meal period claim. (Ibid).

Additionally, a large portion of Defendants' overall liability lies in Plaintiff's rest period allegations. (*Id*., ¶ 37). As with the meal period allegations, Defendants contended that they had a lawful written rest period policy, provided compliant rest breaks, and relieved Class Members of all duties as required under California law. (Ibid). Additionally, this claim was even more uncertain given the difficulties associated with proving the alleged rest period violations, as Defendants were not required to record these breaks. (Ibid). Given the lack of records demonstrating rest period violations, there were legitimate concerns Plaintiff would not be able to certify these claims or prove substantial damages with requisite certainty, which made the estimated value of this claim subject to much challenge. (Ibid).

Plaintiff also faced challenges certifying and proving liability for his minimum wage and overtime claims. (*Id.*, ¶ 38). These claims were largely based on Defendants' unrecorded, off-the-clock work performed by the Class Members before their shifts and during purported meal and rest periods. (Ibid). However, the individualized nature of why this work was performed and the individualized nature of damages presented substantial concerns regarding the manageability of the case and the risk the Court could find these issues prevented certification, and the estimated damages for this claim were based on an assumption that all Class Members worked off the clock for at least one hour per week. (Ibid).

Plaintiff also contended that Defendants failed to reimburse Plaintiff and the other Class Members for necessary business-related expenses, such as the purchase of personal protective equipment for work related purposes. (*Id.*, ¶ 39). Defendants contended that they had a policy and practice of reimbursing employees for necessary business-related expenses. (Ibid). Defendants further contended that, with respect to the alleged expenses for which Plaintiff and the other Class Members never requested reimbursement from Defendants, they did not know and had no reason to know that alleged business-related expenses had been incurred. (Ibid). Defendants further contended that the reason for why a Class Member undertook certain expenses, while not others, and failed to receive reimbursement for certain expenses while not others, would raise individual issues that could not be certified. (Ibid).

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

Class Counsel also recognized that, even if Plaintiff prevailed at class certification, proving the amount of wages due to Class Members would be an expensive, time-consuming, and uncertain proposition. (*Id*., ¶ 41). In order to prove liability and damages, Class Counsel will need to request and analyze thousands of pages of documents, obtain the Class Members' contact information, contact them, and obtain their declarations at great expense. (Ibid). Obtaining the cooperation of current employees would also be difficult, given the likely reluctance to aid prosecution of a lawsuit against a current employer. (Ibid). On the other hand, Defendants would likely be able to obtain the cooperation of their employees. (Ibid). Moreover, even if Plaintiff prevailed at class certification and trial, possible appeals would substantially delay any recovery by the Class. (Ibid).

Therefore, taking into account how each of the above risks potentially effected Plaintiff's ability to first obtain class certification, and then prove the underlying violations, plus the cost and delay in recovering the alleged potential damages, Class Counsel discounted Defendants' estimated liability based on the challenges facing his ability to succeed on class certification by 60% to $4,833,402. (*Id*., ¶ 42). The merits-based risk factors further reduced Defendants' estimated liability by an additional 60%. (Ibid). This resulted in an adjusted estimated liability of $1,933,361. (Ibid). In light thereof, the settlement amount of $1,850,000.00 is a significant settlement. (Ibid).

Class Counsel also contemplated the risks of proceeding with the PAGA claims and potential liability Defendants could face from these claims as part of the global resolution. (*Id*., ¶ 43). Existing case law makes PAGA claims subject to the same defenses and risks as Plaintiff's underlying wage claims. (Rose Decl., ¶ 43; see, *Elliot v. Spherion Pac. Work, LLC*, 572 F.Supp.2d 1169, 1181-82 (C.D. Cal. 2008) ("Plaintiff's claim under [PAGA] is wholly dependent upon her other claims. Because all of Plaintiff's other claims fail as a matter of law, so does her PAGA claim")). Class Counsel also anticipated that even if successful on the merits at trial, the imposition of cumulative civil penalties based on the alleged wage and hour violations could be considered unjust, arbitrary and oppressive, or confiscatory, and that Defendants would argue that they made a good faith attempt to comply with their legal obligations warranting a reduction in penalties. (Rose Decl., ¶ 43).[1] Class Counsel also anticipated Defendants would argue that the violations per pay period were low, warranting an additional reduction in civil penalties. (Ibid). Finally, Class Counsel was also mindful of the fact that PAGA is fundamentally not intended to be compensatory in nature but is instead intended to facilitate enforcement of California's labor laws by financing state activities and educating and deterring non-compliance. (Ibid).

Therefore, after considering this multitude of factors, Plaintiff and Class Counsel concluded that it was in the best interest of the State of California and the PAGA Employees to enter into the Settlement, and to allocate Ninety Thousand Dollars and Zero Cents ($90,000.00) of the Gross Settlement Amount towards the PAGA claims, which represents approximately 4.86% of the Gross Settlement Amount. (*Id*., ¶ 44). This percentage of the settlement is well within the range of wage and hour settlements regularly approved in both state and federal court for cases that include both a class and PAGA action. (Ibid). Typically, such hybrid cases allocate only 1% of the gross settlement value to resolve PAGA claims, and, indeed, settlements allocations as little as 0.22% of the gross settlement amount have been approved as reasonable by courts. (Ibid). Moreover, the overall relief obtained by the Settlement is significant, not only from a monetary perspective, but also because it fulfills the public policy objectives of PAGA—to promote enforcement of California's labor laws, provide funds to the state, and deter future non-compliance by the employer. (Ibid).

The Settlement is in the best interest of the Class Members, the PAGA Employees, and the State of California and is within the accepted range of recoveries for this type of litigation given the inherent risk of litigation, the risk of obtaining and maintaining class certification, and the costs of further litigation. (*Id*., ¶ 45).

---

[1] See, e.g., *Thurman v. Bayshore Transit Management, Inc.*, 203 Cal.App.4th 1112, 1131 (2012) (imposition of both statutory and civil penalties for same conduct is impermissible double recovery) (disapproved on other grounds); *Aguirre v. Genesis Logistics*, 2013 WL 10936035, at *3 (C.D. Cal. 2013) ("duplicative effect" of penalties is a factor in favor of "reducing ...the PAGA penalty"); *Smith v. Lux Retail North America, Inc.*, 2013 WL 2932243, at *3 (N.D. Cal. June 13, 2013) (declining to stack penalties based on the same conduct); *Castillo v. ADT, LLC*, 2017 WL 363108, at *4 (E.D. Cal. Jan. 25, 2017); *Sanchez v. McDonalds Restaurants of California, Inc.*, 2017 WL 4620746 (LA Super. Ct. July 6, 2017) (declining to stack penalties arising out of the same conduct); *Fleming v. Covidien, Inc.*, 2011 WL 756304718, at *4 (C.D. Cal. Aug. 12, 2011) (reducing PAGA penalties by 80%); *Cotter v. Lyft, Inc.*, 193 F.Supp.3d 1030 (N.D. Cal. 2016) (indicating that a substantial reduction is warranted where good faith dispute exists in legal obligations); *Carrington v. Starbucks Corp*., 30 Cal.App.5th 504, 529 (2018) (approving reduction in penalties from $50 per pay period to $5 per pay period based on good faith attempts to comply with obligations and minimal violations).

VI. CERTIFICATION FOR SETTLEMENT PURPOSES IS WARRANTED

Code of Civil Procedure Section 382 provides that three basic requirements must be met in order to sustain any class action: (1) there must be an ascertainable class; (2) there must be a well-defined community of interest in the question of law or fact affecting the parties to be represented; and (3) certification will provide substantial benefits to litigants and the courts, i.e., proceeding as a class action is superior to other methods. (*See Dunk*, 48 Cal.App.4th at 1806). Plaintiff contends that the Action, which is based upon Defendants' wage and hour policies and practices, satisfies the class certification requirements under California Code of Civil Procedure section 382. Defendants deny Plaintiff's allegations, but for purposes of the Settlement only, Defendants have stipulated to certification of the Class.

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

Whether an ascertainable class exists turns on three factors: (1) the class definition, (2) the size of the class, and (3) the means of identifying the class members. (*See Miller v. Woods*, 148 Cal.App.3d 862, 873 (1983)). In this case, all three considerations strongly favor class certification. Here, the Class is defined as "all current and former hourly-paid and/or non-exempt employees who worked for Defendants in the State of California at any time during the Class Period." (Rose Decl., ¶ 20; Settlement Agreement, ¶ 6.b). This provides a clear and definite scope for the proposed class.

Next, the Class is sufficiently numerous. There is no magic number that satisfies the numerosity requirement. Courts have certified classes with as few as ten or twenty-eight class members. (*Rose v. City of Hayward*, 126 Cal.App.3d 926, 934 (1981); *Bowles v. Superior Court*, 44 Cal. 2d 574 (1995); *Hebbard v. Colgrove*, 28 Cal.App.3d 1017, 1030 (1972)). Here, the estimated Class size of six hundred and eighty-five (685) individuals meets the numerosity requirement.

Finally, the question of whether class members are easily identifiable turns on whether a plaintiff can establish "the existence of an ascertainable class." (*Daar v. Yellow Cab Co.*, 67 Cal.2d 695 at 706 (1967)). The existence of an ascertainable class in this case can be established through Defendants' payroll records, and the Class definition is sufficiently specific to enable the Parties, Class Members, and the Court to determine the parameters of the Class. (*See Clothesrigger, Inc. v. GTE Corp.*, 191 Cal.App.3d

605, 617 (1987)).

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

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

The commonality criterion requires the existence of common question of law or fact and is generally established with the issues of predominance and typicality. (*See Daar*, 67 Cal.2d 695, 706). What is required is that a common question of fact or law exists which predominates over issues unique to individual plaintiffs. The existence of individual issues or facts—generally present in any case arising from employment—is not a bar to class certification as long as they do not render class litigation unmanageable or predominate over the common issues. (*See B.W.I. Custom Kitchen v. Owens-Illinois, Inc.*, 191 Cal.App.3d 1341, 1354 (1987)).

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

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

///

///

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

Finally, the question of adequacy of representation "depends on whether the plaintiff's attorney qualifies to conduct the proposed litigation in the plaintiff's interest or not antagonistic to the interests of the class." (*McGee v. Bank of America*, 60 Cal.App.3d 442, 450 (1976)). Here, these considerations are satisfied. Class Counsel is well-regarded and is qualified and experienced in employment-related, class-action litigation. (Rose Decl., ¶¶ 1-8). Plaintiff will vigorously, adequately, and fairly represent the interests of the Class. Plaintiff has, at all times, throughout the course of the litigation considered the interests of the Class and understood that he must take steps to adequately represent the Class and their interests. (Brown Decl., ¶ 11). Because Plaintiff's claims are typical of other Class Members and are not based on unique circumstances, there is no antagonism between the interests of Plaintiff and the Class.

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

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

VII. THE REQUESTED ENHANCEMENT PAYMENT IS REASONABLE

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

Plaintiff initiated this litigation on behalf of his former co-workers who will now be entitled to receive payment from the Settlement. Plaintiff invested substantial time and effort into litigation, including his own research, reviewing documents, and extensive discussions with Class Counsel. (Brown Decl., ¶¶ 3-5). Further, the requested amount for Plaintiff is also reasonable given the average award and the benefit gained by other Class Members. For these reasons, Plaintiff requests that an Enhancement Payment of Ten Thousand Dollars and Zero Cents ($10,000.00) to Plaintiff be preliminarily approved by the Court. (Rose Decl., ¶ 46; Brown Decl., ¶ 13).

VIII. THE REQUESTED ATTORNEYS' FEES AND COSTS ARE REASONABLE

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

Here, the requested attorneys' fees of one-third (1/3) of the Gross Settlement Amount (i.e., $616,666.67 if the Gross Settlement Amount is $1,850,000.00) is disclosed to Class Members in the proposed Class Notice. (Settlement Agreement, Exh. A). The requested fee was freely negotiated, is common in the legal marketplace, and is not opposed by Defendants. The Motion for Final Approval will elaborate on the nature of the legal services provided and will also support Class Counsel's request for the reimbursement of litigation costs and expenses not to exceed Twenty-Six Thousand Dollars and Zero Cents ($26,000.00). (Rose Decl., ¶¶ 47 and 49). The Attorneys' Fees and Costs that are not ultimately approved by the Court shall instead be included in the Net Settlement Amount to be distributed to Settlement Class Members. (Settlement Agreement, ¶ 9).

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

The Parties have jointly drafted the Class Notice, which will be mailed to the Class Members. (*Id*., Exh. A). The Class Notice will include information regarding the nature of the Action, a summary of the terms of the Settlement, the Class definition, information on how to object to and/or opt-out of the Class Settlement and to dispute Workweeks and/or Pay Periods, and the date of the Final Approval Hearing. (Ibid). The Class Notice will list each Class Member's total Workweeks, and their estimated Individual Settlement Share and each PAGA Employee's total Pay Periods and their estimated Individual PAGA Payment. (Ibid).

Within fourteen (14) calendar days of the date on which the Court enters the order granting preliminary approval of the Settlement, Defendants will provide a list in a formatted readable Microsoft Office Excel spreadsheet to the Settlement Administrator containing the following information for each Class Member: full name; last known mailing address; Social Security number; dates worked for Defendants during the Class Period; and the total Workweeks and Pay Periods (collectively referred to as the "Class List"). (*Id*., ¶¶ 6.d and 23). Within seven (7) calendar days after receiving the Class List from Defendants, the Settlement Administrator will perform a search based on the National Change of Address Database or other similar services available, such as provided by Experian, for information to update and correct for any known or identifiable address changes, and will mail a Class Notice to all Class Members via First-Class U.S. Mail, using the most current, known mailing addresses identified by the Settlement Administrator. (*Id*., ¶ 24.a). The Parties have agreed to use ILYM Group, Inc. as the Settlement Administrator. (Rose Decl., ¶ 50; Settlement Agreement, ¶ 6.kk).

In determining whether to approve a settlement of a class action, a trial court has virtually complete discretion as to the manner of giving notice to class members, and review on appeal is governed by the abuse of discretion standard. (*See In re Cellphone Fee Termination Cases*, 186 Cal.App.4th 1380 (2010)). Here, Class Counsel is not aware of an alternative method of providing notice to the Class which would result in a higher likelihood of actual notice. (Rose Decl., ¶ 51). The original source of the mailing addresses is from Class Members, who provided the information to Defendants. (Ibid).

///

Class Members will have forty-five (45) calendar days from the initial mailing of the Class Notice by the Settlement Administrator to submit a Request for Exclusion, Notice of Objection, and/or Dispute ("Response Deadline"). (Settlement Agreement, ¶ 6.jj).

Any Class Notice returned to the Settlement Administrator as undeliverable on or before the Response Deadline will be sent promptly via First-Class U.S. Mail to the forwarding address affixed thereto and the Settlement Administrator will indicate the date of such re-mailing on the Class Notice. (*Id*., ¶ 24.b). If no forwarding address is provided, the Settlement Administrator will promptly attempt to determine a correct address using a skip-trace or other search, using the name, address, and/or Social Security number of the Class Member, and perform a single re-mailing within five (5) calendar days. (Ibid). In the event that a Class Notice is re-mailed to a Class Member, the Response Deadline for that Class Member shall be extended fifteen (15) calendar days from the original Response Deadline. (*Id*., ¶ 6.jj).

Class Members will have an opportunity to dispute the number of Workweeks and/or Pay Periods to which they have been credited, as reflected in their respective Class Notices, by submitting a timely and valid Dispute ("Dispute") to the Settlement Administrator, by mail, postmarked on or before the Response Deadline. (*Id*., ¶¶ 6.j and 25). A Dispute must: (a) contain the case name and number of the Action; (b) contain the Class Member's full name, signature, address, and telephone number; (c) clearly state that the Class Member disputes the number of Workweeks and/or Pay Periods credited to the Class Member and what the Class Member contends is the correct number; and (d) be returned by mail to the Settlement Administrator at the specified address, postmarked on or before the Response Deadline. (*Id*., ¶ 6.j).

Any Class Member wishing to be excluded from the Class Settlement must submit a timely and valid letter ("Request for Exclusion") to the Settlement Administrator, by mail, postmarked on or before the Response Deadline. (*Id*., ¶¶ 6.ii and 26). A Request for Exclusion must: (a) contain the case name and number of the Action; (b) contain the Class Member's full name, signature, address, and telephone number; (c) clearly state that the Class Member does not wish to be included in the Class Settlement; and (d) be returned by mail to the Settlement Administrator at the specified address, postmarked on or before the Response Deadline. (*Id*., ¶ 6.ii). Notwithstanding the above, all PAGA Employees will be bound to the PAGA Settlement and will be issued their Individual PAGA Payment, irrespective of whether they submit a Request for Exclusion. (*Id.*, ¶ 26).

To object to the Class Settlement, Settlement Class Members must submit a timely and complete Notice of Objection ("Notice of Objection") to the Settlement Administrator, by mail, postmarked on or before the Response Deadline. (*Id.*, ¶¶ 6.w and 27). A Notice of Objection must: (a) contain the case name and number of the Action; (b) contain the objector's full name, signature, address, and telephone number; (c) contain a written statement of all grounds for the objection accompanied by any legal support for such objection; (d) contain copies of any papers, briefs, or other documents upon which the objection is based; and (e) be returned by mail to the Settlement Administrator at the specified address, postmarked on or before the Response Deadline. (*Id.*, ¶ 6.v). Settlement Class Members, individually or through counsel, may also present their objection orally at the Final Approval Hearing, regardless of whether they have submitted a Notice of Objection and without any prior notice. (*Id.*, ¶ 27).

X. CONCLUSION

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

Respectfully submitted,

Dated: August 29, 2025

BLACKSTONE LAW, APC

By: ______________________

Alexandra Rose
Attorneys for Plaintiff Connor Brown