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individually and on behalf of others similarly
situated employees and aggrieved employees
pursuant to the California Private Attorneys
General Act

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

CECILIA ESTRADA, individually and on behalf
of others similarly situated employees and
aggrieved employees pursuant to the California
Private Attorneys General Act,

Plaintiff,

vs.

THE ROMAN CATHOLIC ARCHBISHOP OF
LOS ANGELES; and DOES 1 through 25,
inclusive,

Defendants.

Case No.: 24STCV07184

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

Date:
Time:
Dept: 17

[Filed Concurrently with Gold Declaration;
Mullins Declaration; and Estrada Declaration]

1 **TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:**

2 **PLEASE TAKE NOTICE THAT** on _____ **at** _____ in Department 17 of the above-
3 captioned Court located at 312 N. Spring Street, Los Angeles, California 90012, pursuant to Rule 3.769
4 of the California Rules of Court, Plaintiff Cecilia Estrada (“Plaintiff”) will and hereby does move the
5 Court for an Order granting preliminary approval of the proposed class action and PAGA settlement
6 between Plaintiff and Defendant Roman Catholic Archbishop of Los Angeles (“Defendant”).

7 Plaintiff requests that the Court enter an Order:

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

12 2. Certifying the Class for Settlement purposes;

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

14 4. Appointing Jonathan M. Genish, Karen I. Gold, Sara Pezeshkpour, and Marissa A.
15 Mayood of Blackstone Law, APC as Class Counsel for Settlement purposes;

16 5. Approving the proposed Notice of Class Action Settlement (“Class Notice”), attached as
17 Exhibit A to the Settlement Agreement (Ex. 2 to Gold Decl.), to be mailed to the Class;

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

20 7. For each Class Member, directing Defendant to furnish: (1) their full name; (2) last known
21 mailing address; (3) Social Security number; (4) dates worked for Defendant during the Class Period;
22 and (5) such other information as is necessary for the Settlement Administrator to calculate Workweeks
23 and PAGA Workweeks to the Settlement Administrator within seven (7) calendar days after entry of the
24 order granting preliminary approval of the Settlement;

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

26 9. Setting a Final Approval Hearing.

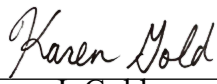
1 Pursuant to California Labor Code section 2699(s)(2) and concurrently with the filing of this
2 Motion, a copy of the Settlement was submitted to the California Labor and Workforce Development
3 Agency (“LWDA”) via online submission through the LWDA’s website. Gold Decl., ¶ 61.

4 This Motion is based upon this Notice, the attached Memorandum of Points and Authorities, the
5 Declaration of Proposed Class Counsel (Karen I. Gold), the Declaration of Plaintiff Cecilia Estrada, the
6 Declaration of the Proposed Settlement Administrator (Lisa Mullins), the pleadings and other records on
7 file with the Court in this matter, and any other further evidence or argument that the Court may properly
8 receive at or before the hearing.

9 Respectfully submitted,

10 Dated: **March 24, 2025**

BLACKSTONE LAW, APC

11 By: 
12 Karen I. Gold
13 Sara Pezeshkpour
14 Noam Y. Reiffman
15 Marissa A. Mayhood

16 Attorneys for Plaintiff CECILIA ESTRADA,
17 individually and on behalf of others similarly
18 situated employees and aggrieved employees
19 pursuant to the California Private Attorneys
20 General Act
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1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. INTRODUCTION**

3 Plaintiff Cecilia Estrada (“Plaintiff”) seeks preliminary approval of the Joint Stipulation of Class
4 Action and PAGA Settlement (“Settlement” or “Settlement Agreement”) entered into between Plaintiff
5 and Defendant Roman Catholic Archbishop of Los Angeles (“Defendant”) (collectively, the “Parties”).
6 Gold Decl., Ex. 2. The Settlement terms are as follows:

- 7 • Class Size: Approximately 807 individuals as of January 16, 2025.
- 8 • Gross Settlement Amount: Two million four hundred and seventy-three thousand two hundred
9 twenty-five dollars and zero cents (\$2,473,225.00), subject to increase, as provided in
10 Paragraph 17 of the Settlement Agreement.
- 11 • Attorneys’ Fees and Costs: Attorneys’ fees of up to thirty-five percent (35%) of the Gross
12 Settlement Amount (i.e., \$865,628.75 if the Gross Settlement Amount is \$2,473,225.00) plus
13 actual litigation costs and expenses not to exceed nineteen thousand dollars and zero cents
14 (\$19,000.00), both of which will be paid from the Gross Settlement Amount.
- 15 • Enhancement Payment: Up to Ten thousand dollars and zero cents (\$10,000.00) to Plaintiff
16 to be paid from the Gross Settlement Amount.
- 17 • PAGA Amount: One hundred thousand dollars and zero cents (\$100,000.00) from the Gross
18 Settlement Amount, 75% (\$75,000.00) of which will be paid to the Labor and Workforce
19 Development Agency (“LWDA”) and the remaining 25% (\$25,000.00) to be paid to the
20 PAGA Employees.
- 21 • Settlement Administration Costs: Not to exceed Twelve thousand dollars and zero cents
22 (\$12,000.00), to be paid from the Gross Settlement Amount. See generally, Mullins Decl.
- 23 • Estimated Net Settlement Amount: One million four hundred sixty-six thousand five hundred
24 and ninety-six dollars and twenty-five cents (\$1,466,596.25) to be distributed to Settlement
25 Class Members.

26 As set forth herein, the Settlement is the product of informal discovery and arms-length
27 negotiations with respected wage and hour mediator Marc Feder, and provides a fair, adequate, and
28 reasonable recovery for the Class. Plaintiff therefore respectfully requests that the Court grant preliminary
approval of the Settlement, conditionally certify the Class, approve the proposed 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

Defendant is a private corporation that employs individuals in cemeteries. Gold Decl., ¶ 10. Plaintiff was employed by Defendant as an hourly-paid, non-exempt cemetery counselor from approximately October 2021 to November 2023. Estrada Decl. ¶ 2.

Plaintiff contends that Defendant engaged in a pattern and practice of wage abuse against her and other hourly-paid and/or non-exempt employees. *Id.* This pattern and practice of wage abuse involved, *inter alia*, requiring Plaintiff and other hourly-paid and/or non-exempt employees to work off-the-clock without compensation, failing to properly pay overtime and minimum wages for all hours worked, failing to provide meal and rest breaks to which they were entitled and failing to pay meal and rest break premiums when due, failing to timely pay wages during employment and upon termination of employment, failing to provide accurate wage statements, failing to reimburse necessary business-related expenses and failing to adhere to other related protections afforded by the California Labor Code and the applicable Industrial Welfare Commission Wage Order. Defendant denies these allegations.

On March 15, 2024, Plaintiff provided written notice to the LWDA by online submission and to Defendant 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 Defendant (“PAGA Letter”). Gold Decl., ¶ 11 & Ex. 1.

On March 21, 2024, Plaintiff filed a Class Action Complaint for Damages in *Estrada v. The Roman Catholic Archbishop of Los Angeles et al.*, Los Angeles County Superior Court Case No. 23STCV27362 (“Class Action”), thereby commencing a putative class action against Defendant. Gold Decl., ¶ 12.

On May 21, 2024, and Plaintiff filed a Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code §§ 2698, Et Seq. in the action titled *Estrada v. The Roman Catholic Archbishop of Los Angeles et al.*, Los Angeles Superior Court, Case No. 24STCV12755 (“PAGA Action”). Class Action & PAGA Action collectively hereinafter “Actions.” *Id.*, at ¶ 13.

On December 20, 2024, Defendant produced a sampling of time and pay records for putative

1 Class Members for the period of March 12, 2020, through October 27, 2024. *Id.*, at ¶ 14.

2 On January 16, 2025, the Parties participated in a formal mediation conducted by Marc Feder,
3 Esq., (“Mediator”), a neutral and respected mediator with extensive experience in complex wage and
4 hour matters, and with the assistance of the Mediator, the Parties were able to reach an agreement to
5 resolve this dispute on a class and representative basis. *Id.*, at ¶ 15.

6 On February 28, 2025, Plaintiff filed a Second Amended Class & Representative Action
7 Complaint (“Operative Complaint”) in the Class Action which alleges eleven (11) causes of action for
8 violations of the California Labor Code for failure to pay minimum wages, failure to pay overtime wages,
9 failure to provide compliant meal periods and premium payments in lieu thereof, failure to provide
10 compliant rest periods and premiums payments in lieu thereof, failure to timely pay wages upon
11 termination, failure to timely pay wages during employment, failure to provide compliant wage
12 statements, failure to maintain complete and accurate payroll records, and failure to reimburse necessary
13 business expenses, for violations of California Business & Professions Code Section 17200, *et seq.* based
14 on the aforementioned California Labor Code violations, and for civil penalties under the Private
15 Attorneys General Act of 2004 pursuant to California Labor Code Section 2698 *et seq.* (“PAGA”) based
16 on the aforementioned California Labor Code violations, along with the failure to timely provide a copy
17 of Plaintiff’s records, and failure to maintain accurate records. *Id.*, at ¶ 17.

18 The Parties worked diligently to negotiate and memorialize the terms in a long form settlement
19 agreement which was fully executed on March 5, 2025. *Id.*, at ¶ 16; Ex. 2.

20 **III. THE SETTLEMENT TERMS**

21 **A. Class Definition**

22 For purposes of settlement only, the Parties have agreed that the Class shall be defined as “all
23 current and former hourly-paid or non-exempt employees who worked for Defendant within the State of
24 California at any time during the Class Period” (“Class Member(s)” or “Class”). Gold Decl., ¶ 18;
25 Settlement Agreement, ¶ 10(b). The Class Period is defined as March 21, 2020 through the date of
26 preliminary approval (subject to the escalator provision in Paragraph 17).¹ Gold Decl., ¶ 18; Settlement
27

28 ¹ On March 24, 2025, Defendant represented that the escalator provision in Paragraph 17 was not triggered.

Agreement, ¶ 10(f). Based on information provided by Defendant, as of January 16, 2025, it is estimated that there are a total of eight hundred and seven (807) Class Members. Gold Decl., ¶ 18.

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 Two million four hundred and seventy-three thousand two hundred twenty-five dollars and zero cents (\$2,473,225.00), exclusive of employer-side payroll taxes. Gold Decl., ¶ 19; Settlement Agreement, ¶ 10(p).

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. Gold Decl., ¶ 19; Settlement Agreement, ¶ 10(p). The Gross Settlement Amount includes: (1) Class Counsels' fees in the amount of up to thirty-five percent (35%) of the Gross Settlement Amount (i.e., \$865,628.75 if the Gross Settlement Amount is \$2,473,225.00); (2) Class Counsels' actual litigation costs and expenses, not to exceed nineteen thousand dollars and zero cents (\$19,000.00); (3) Settlement Administration Costs, not to exceed twelve thousand dollars and zero cents (\$12,000.00); (4) Enhancement Payment in the amount of up to ten thousand dollars and zero cents (\$10,000.00) to Plaintiff; and (5) PAGA Amount of one hundred thousand dollars (\$100,000.00). Gold Decl., ¶ 19; Settlement Agreement, ¶¶ 13-16. 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 four hundred sixty-six thousand five hundred and ninety-six dollars and twenty-five cents (\$1,466,596.25). Gold Decl., ¶ 19. Additionally, 25% of the PAGA Payment ("PAGA Employee Amount"), which is \$25,000.00 out of \$100,000.00 will be distributed to all current and former hourly-paid or non-exempt employees who worked for Defendant in the State of California at any time during the PAGA Period ("PAGA Employees"). Gold Decl., ¶ 19; Settlement Agreement, ¶ 10(x). The "PAGA Period" is defined as the period from March 15, 2023, through the date of preliminary approval. Gold Decl., ¶ 19; Settlement Agreement, ¶ 10(z).

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 Members") on a *pro rata* basis based on the number of weeks each Class Member worked for Defendant as an hourly-paid and/or non-exempt

1 employee in California during the Class Period (“Workweeks”). Gold Decl., ¶ 22; Settlement Agreement,
2 ¶¶ 10(ll), 10(s), 10(mm). The *pro rata* share of the Net Settlement Amount that a Class Member may be
3 eligible to receive under the Class Settlement (“Individual Settlement Share”) will be calculated by the
4 Settlement Administrator in accordance with the Settlement Agreement. Gold Decl., ¶ 22; Settlement
5 Agreement, ¶¶ 10(r), 10(s), 18.

6 The PAGA Employee Amount will be distributed and paid to all PAGA Employees on a *pro rata*
7 basis based on the number of weeks each PAGA Employee worked for Defendant as an hourly-paid
8 and/or non-exempt employee in California during the PAGA Period (“PAGA Workweeks”). Gold Decl.,
9 ¶ 23; Settlement Agreement, ¶¶ 10(y), 10(bb), 15. The *pro rata* share of the PAGA Employee Amount
10 that an PAGA Employee may be eligible to receive under the PAGA Settlement (“Individual PAGA
11 Payment”) will be calculated by the Settlement Administrator in accordance with the Settlement
12 Agreement. Gold Decl., ¶ 23; Settlement Agreement, ¶ 19.

13 Each Individual Settlement Share will be allocated as twenty percent (20%) wages and eighty
14 percent (80%) penalties and interest. Gold Decl., ¶ 24; Settlement Agreement, ¶ 20. The portion allocated
15 to wages will be reported on an IRS Form W-2 and the portions allocated to non-wage damages and
16 penalties will be reported on an IRS Form 1099 (if applicable) by the Settlement Administrator. Gold
17 Decl., ¶ 24; Settlement Agreement, ¶ 20. The Settlement Administrator will withhold the employee’s
18 share of taxes and withholdings with respect to the wages portion of the Individual Settlement Shares,
19 and issue checks to Settlement Class Members for their Individual Settlement Share (“Individual
20 Settlement Payment”). Gold Decl., ¶ 24; Settlement Agreement, ¶ 20. The employer’s share of taxes and
21 contributions in connection with the wages portion of Individual Settlement Shares (the “Employer
22 Taxes”) will be paid by Defendant to the proper taxing authorities separately and in addition to the Gross
23 Settlement Amount. Gold Decl., ¶ 24; Settlement Agreement, ¶ 20. Each Individual PAGA Payment will
24 be allocated as one hundred percent (100%) penalties and will be reported on an IRS Form 1099 (if
25 applicable) by the Settlement Administrator. Gold Decl., ¶ 24; Settlement Agreement, ¶ 20.

26 The Gross Settlement Amount is a non-reversionary settlement. Gold Decl., ¶ 25; Settlement
27 Agreement, ¶ 10(p). The Net Settlement Amount will be fully distributed to Settlement Class Members
28 and the PAGA Amount will be fully distributed to the LWDA and PAGA Employees, in accordance with

1 the Settlement Agreement. Gold Decl., ¶ 25; Settlement Agreement, ¶¶ 10(p), 10(u). No money will
2 revert to Defendant. Gold Decl., ¶ 25; Settlement Agreement, ¶ 10(p).

3 Each Individual Settlement Payment and Individual PAGA Payment check will be valid and
4 negotiable for one hundred and eighty (180) calendar days from the date the checks are issued, and
5 thereafter, shall be canceled. Gold Decl., ¶ 26; Settlement Agreement, ¶ 38. Any funds associated with
6 such canceled checks will be distributed by the Settlement Administrator to the State of California's
7 Unclaimed Property Fund in the name of the Settlement Class Member and/or PAGA Employee. Gold
8 Decl., ¶ 26; Settlement Agreement, ¶ 38.

9 **D. Released Claims**

10 Upon the Effective Date and full funding of the Gross Settlement Amount and Employer Taxes
11 to the Settlement Administrator, Plaintiff and all Settlement Class Members will be deemed to have fully,
12 finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of
13 all Released Class Claims. Settlement Agreement, ¶ 39.

14 Upon the Effective Date and full funding of the Gross Settlement Amount and Employer Taxes
15 to the Settlement Administrator, Plaintiff, the State of California with respect to all PAGA Employees,
16 and all PAGA Employees will be deemed to have fully, finally, and forever released, settled,
17 compromised, relinquished, and discharged the Released Parties of all Released PAGA Claims. *Id.*, ¶
18 40.

19 "Released Class Claims" means any and all claims, debts, liabilities, demands, obligations,
20 guarantees, costs, expenses, attorneys' fees, damages, or causes of action which were alleged or which
21 could have been alleged based on the factual allegations in the Operative Complaint, arising during the
22 Class Period, under any federal, state, or local law, and shall specifically include claims for Defendant's
23 alleged failure to pay overtime and minimum wages, provide compliant meal and rest periods and
24 associated premium payments, timely pay wages during employment and upon termination, provide
25 complaint wage statements, maintain complete and accurate payroll records, reimburse necessary
26 business-related expenses, and failure to comply with requests to inspect records in violation of California
27 Labor Code Sections 201, 202, 203, 204, 210, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1,
28 1198, 2800, and 2802, and Industrial Welfare Commission Wage Orders, including inter alia, Wage Order

1 4-2001, and all claims for attorneys’ fees and costs and statutory interest in connection therewith,
2 California Business and Professions Code sections 17200, et seq., and any other claims, including claims
3 for statutory penalties, pertaining to the Class Members. *Id.*, at ¶ 10(ee).

4 “Released PAGA Claims” means any and all claims arising from any of the factual allegations in
5 the PAGA Letter, arising during the PAGA Period, for civil penalties under the Private Attorneys General
6 Act of 2004, California Labor Code Sections 2698 et seq., including all claims for attorneys’ fees and
7 costs related thereto, for Defendant’s alleged failure to pay straight, overtime and minimum wages,
8 provide compliant meal and rest periods and associated premium payments, timely provide a copy of
9 records, timely pay wages during employment and upon termination, provide complaint wage statements,
10 maintain complete and accurate payroll records, reimburse necessary business-related expenses, and
11 failure to comply with requests to inspect records in violation of California Labor Code Sections 201,
12 202, 203, 204, 210, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802, and
13 Industrial Welfare Commission Wage Orders, *Id.*, at ¶ 10(ff).

14 “Released Parties” means Defendant and its current and former officers, directors, members,
15 insurers, shareholders, subsidiaries, affiliates, predecessors, successors, and assigns. *Id.*, at ¶ 10(gg).

16 **IV. STANDARD OF REVIEW FOR PRELIMINARY APPROVAL**

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

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

28 The initial evaluation of the settlement at the preliminary approval step “is not a fairness hearing.”

1 *Armstrong v. Board of School Directors of City of Milwaukee*, 616 F.2d 305, 314 (7th Cir. 1980). Rather,
2 the limited purpose of this initial inquiry is to determine, at a threshold level, only whether the proposed
3 settlement is within the range of possible approval and, as a result, “whether there is any reason to notify
4 the class members of the proposed settlement and to proceed with a fairness hearing.” A presumption of
5 fairness exists where: (1) the settlement is reached through arm’s length bargaining; (2) investigation and
6 discovery are sufficient to allow counsel and the court to act intelligently; (3) counsel is experienced in
7 similar litigation; and (4) the percentage of objectors is small. *See In re Microsoft I-V Cases*, 135 Cal.
8 App. 4th 706, 723 (2006).

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

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

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

18 California courts recognize that “a presumption of fairness exists where . . . [a] settlement is
19 reached through arm’s-length bargaining.” *Wershba*, 91 Cal.App.4th at p. 245; *see also Clark v. Am.*
20 *Residential Servs. LLC*, 175 Cal.App.4th 785, 799 (2009). Here, the Parties’ settlement negotiations
21 were at all times made at arm’s-length and were adversarial. Gold Decl., ¶ 27. The Settlement was
22 reached following a full day of mediation with a highly respected mediator with substantial experience
23 mediating wage and hour cases. *Id.* At all times, Plaintiff was willing and prepared to litigate this matter
24 through class certification and trial if the Parties had been unable to reach a favorable resolution. *Id.*, at
25 ¶ 58.

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

27 Courts typically assess the status of discovery in determining whether a class action settlement
28 agreement is fair, reasonable, and adequate. *Dunk*, 48 Cal.App.4th at p. 1801. Prior to mediation,

1 Defendant produced a sampling of time and pay records for putative Class Members for the period of
2 March 21, 2020 through October 27, 2024. Gold Decl., ¶ 14. Defendant also produced its employee
3 handbooks, which detail Defendant’s employment policies and practices. *Id.*, at ¶ 28.

4 Thus, the voluminous and detailed records produced by Defendant allowed Class Counsel to
5 conduct an informed assessment and analysis of the strengths and weaknesses of the claims and the
6 potential class and PAGA-wide damages. *Id.*, at ¶ 29. Based on information exchanged, the Parties
7 extensively briefed issues regarding class certification and liability and provided their analyses to the
8 Mediator who helped the Parties debate the strengths and weakness of their respective positions. *Id.*, at ¶
9 30. Additionally, settlement negotiations were conducted by highly capable and experienced counsel.
10 *Id.*, at ¶¶ 2-9, 57. Accordingly, Class Counsel had sufficient information and experience to act
11 intelligently in negotiating the Settlement.

12 **C. The Settlement is Fair and Reasonable in Light of the Parties’ Respective Legal Positions** 13 **and Recovery Risks**

14 A settlement is not judged against what might have been recovered had a plaintiff prevailed at
15 trial, nor does the settlement have to obtain 100% of the damages sought to be fair and reasonable.
16 *Wershba*, 91 Cal.App.4th at pp. 246, 250. In evaluating the reasonableness of a settlement, a trial court
17 must consider “the strength of plaintiffs’ case, the risk, expense, complexity and likely duration of further
18 litigation, the risk of maintaining class action status through trial, the amount offered in settlement, the
19 extent of discovery completed and the stage of the proceedings, the experience and views of counsel, the
20 presence of a governmental participant, and the reaction of the class members to the proposed settlement.”
21 *Kullar v. Foot Locker Retail, Inc.*, 168 Cal.App.4th 116, 128 (2008).

22 Here, the reasonableness of the Settlement is underscored by the fact that Defendant has legal and
23 factual grounds for defending the Actions. Based upon Class Counsels’ experience litigating similar
24 complex matters, Plaintiff reasonably expected a vigorous and lengthy defense to both class certification
25 and the merits of the Actions absent a settlement.

26 **1. Class Counsels’ Analysis of the Maximum Reasonable Liability and Damages**

27 Class Counsel analyzed all available data and estimated Defendant’s reasonable exposure to be
28 approximately \$18,125,490.03, assuming the litigation was successful at trial on all claims at issue and

1 reasonable violation rates. Gold Decl., ¶ 31. This reasonable potential analysis was then reduced based
2 on the challenges facing the likelihood of obtaining class certification, prevailing at trial, and other
3 attendant risks. *Id.*, at ¶ 51. This estimate is based on an estimated reasonable liability for all claims at
4 issue and the total aggregate workweeks during the relevant time period, less interest, and based on the
5 analysis of the data which was extrapolated out for all class members across the entire putative class
6 period, which included: \$580,316 for unpaid overtime wages at the regular rate of pay; \$2,413,048.82 for
7 unpaid off-the-clock work for 1 hour per workweek of off-the-clock work; \$2,316,917 in liquidated
8 damages for off-the-clock work; \$1,490,095.16 for meal period violations at a 15% violation rate;
9 \$1,547,220.05 for rest break violations at a 15% violation rate; \$1,815,943 for waiting time penalties;
10 \$740,370 for unreimbursed business expenses. *Id.*, at ¶¶ 32-42. Plaintiff further estimated that Defendant
11 faced an additional exposure of \$7,221,580 in non-stacked (*i.e.*, one penalty, per employee, per pay period
12 during the PAGA statutory period) PAGA penalties. *Id.*, at ¶ 46. Together with the PAGA penalties,
13 Defendant's maximum reasonable exposure totaled \$18,125,490.03 in damages and penalties. *Id.*, at ¶
14 31.

15 **2. Class Counsels' Risk-Based Analysis and Risk-Based Adjustments**

16 While Plaintiff believes that Defendant faced significant exposure, substantial barriers to a
17 recovery existed. Defendant claimed that all putative class members – regardless of title – worked as
18 “ministerial” employees and are therefore were not subject to the protections of California's wage and
19 hour laws. Gold Decl., ¶ 49. Additionally, Defendant contended that Plaintiff's claims are not suitable
20 for class certification because individual issues and affirmative defenses would predominate should this
21 case go to trial. Gold Decl., ¶ 49; *See Brinker Restaurant Corp. v. Superior Court*, 53 Cal.4th 1004
22 (2012); *Duran v. U.S. Bank Nat. Assn.*, 59 Cal.4th 1, 35-36 (2014); *Wal-Mart Stores, Inc. v. Dukes*, 131
23 S.Ct. 2541, 2551 (2011). While Plaintiff and Class Counsel disagree with Defendant's predictions, they
24 also recognize that there is a significant risk that the Court may deny class certification. Gold Decl., ¶
25 49; *see also, Findings of the Study of California Class Action Litigation*, 2000-2006, available at
26 <http://www.courts.ca.gov/documents/class-action-lit-study.pdf> (finding that only 21.4% of all class
27 actions were certified either as part of a settlement or as part of a contested certification motion)).

28 For example, Plaintiff's meal period claims, which were based on Defendant's alleged failure to

1 provide lawful meal periods, have been increasingly difficult to certify in recent years. Gold Decl., ¶¶
2 32-33; *See Brinker*, 53 Cal. 4th at 1034-35). Plaintiff's theory of liability for meal period violations was
3 based on allegations that Defendant had failed to implement its policies and that its practices failed to
4 allow Class Members to take meal breaks in the manner required under California law. Gold Decl., ¶ 32;
5 *See Bradley v. Networkers Int'l, LLC*, 211 Cal. App. 4th 1129, 1150 (2012) (holding that "the lack of a
6 meal/rest break policy and uniform failure to authorize such breaks are matters of common proof.")).
7 Defendant contended that its policies and practices at all times during the Class Period were lawful.
8 Defendant further argued that the rate of purported meal period violations reflected in the data would
9 require individualized inquiry and that such inquiry would prohibit a class from being certified. *Id.*, at ¶
10 33. Class Counsel also had to consider the risk that the Court would find validity in an individualized
11 proof defense to certification of Plaintiff's meal period claim. *Id.*

12 As another example, a large portion of Defendant's overall liability lies in Plaintiff's rest period
13 allegations. As with the meal period allegations, Defendant contended that it had a lawful written rest
14 period policy, provided compliant rest breaks, and relieved Class Members of all duties as required under
15 California law. *Id.*, at ¶ 36. Additionally, this claim was even more uncertain given the difficulties
16 associated with proving the alleged rest period violations, as Defendant was not required to record these
17 breaks. *Id.* Given the lack of records demonstrating rest period violations, there were legitimate concerns
18 Plaintiff would not be able to certify these claims or prove substantial damages with requisite certainty,
19 which made the estimated value of this claim subject to challenge. *Id.*

20 Plaintiff also faced challenges certifying and proving liability for her overtime and unpaid off-
21 the-clock claims, which comprise a large portion of Defendant's estimated overall liability. These claims
22 were largely based on Defendant's unrecorded, off-the-clock work performed by the Class Members both
23 after their shifts and during purported meal and rest periods. *Id.*, at ¶ 38. However, the individualized
24 nature of why this work was performed and the individualized nature of damages presented substantial
25 concerns regarding the manageability of the case and the risk the Court could find these issues prevented
26 certification, and the estimated damages for this claim were based on an assumption that all Class
27 Members worked off the clock for at least one hour per week. *Id.*, at ¶ 40.
28

1 Similarly, Plaintiff's business expense reimbursement claim rests on the allegation that Class
2 Members were required to use personal cell phones for work and this may also present individualized
3 concerns such as why personal cell phones were used and the respective damages of each Class Member.
4 *Id.*, at ¶ 42.

5 There are also substantial risks associated with Plaintiff's waiting time penalties and wage
6 statement claims. First, these claims were derivative of Plaintiff's claims for unpaid meal period
7 premiums, unpaid rest period premiums, unpaid minimum wages, and unpaid overtime wages, and if
8 certification was denied on those underlying claims, these derivative claims for penalties would also
9 likely fail. *Id.*, at ¶ 43. Further, even if Plaintiff prevailed on her underlying claims, they would still be
10 required to demonstrate that Defendant's violations of California Labor Code section 203 were *willful*
11 violations. Gold Decl., ¶ 44; *See, e.g., Choate v. Celite Corp.*, 215 Cal App. 4th 1460, 1468 (2013)
12 (holding that "an employer's reasonable, good faith belief that wages are not owed may negate a finding
13 of willfulness"). Wage statement claims have also seen varying treatment at the appellate level because
14 such claims have an element of discretion attached to them rather than a pure calculation of damages after
15 liability is proven. *Jaimez v. DAIOHS USA, Inc.*, 181 Cal.App.4th 1286 (2010); *Price v. Starbucks Corp.*,
16 192 Cal.App.4th 1136 (2011). Accordingly, these derivative claims, which comprised a substantial
17 portion of Defendant's estimated liability, were therefore uncertain. Gold Decl., ¶ 45.

18 Class Counsel also recognized that, even if Plaintiff prevailed at class certification, proving the
19 amount of wages due to Class Members would be expensive and time-consuming. *Id.*, at ¶ 50. To prove
20 liability and damages, Class Counsel will need to request and analyze thousands of pages of additional
21 documents, obtain the Class Members' contact information, contact them, and obtain their declarations
22 at great expense. *Id.* Obtaining the cooperation of current employees would also be difficult, given the
23 likely reluctance to aid prosecution of a lawsuit against a current employer. *Id.* On the other hand,
24 Defendant would likely be able to obtain the cooperation of its employees. *Id.* Moreover, even if Plaintiff
25 prevailed at class certification and trial, possible appeals would substantially delay any recovery by the
26 Class. *Id.*

27 Therefore, taking into account how each of the above risks potentially effected Plaintiff's ability
28 to first obtain class certification, and then prove the underlying violations, plus the cost and delay in

1 recovering the alleged potential damages, Class Counsel discounted Defendant’s estimated liability based
2 on the challenges facing his ability to succeed on class certification by 50% to \$9,062,745. *Id.*, at ¶ 51.
3 The merits-based risk factors further reduced Defendant’s estimated liability by an additional 50%. *Id.*
4 This resulted in an adjusted estimated liability of \$4,531,372.50. *Id.* In light thereof, the settlement
5 amount of \$2,473,255.00 is a significant and reasonable settlement.

6 Class Counsel also contemplated the risks of proceeding with the PAGA action and potential
7 liability Defendant could face from this claim as part of the global resolution. *Id.*, at ¶ 52. Existing case
8 law makes PAGA claims subject to the same defenses and risks as Plaintiff’s underlying wage claims.
9 Gold Decl., ¶ 52; *see Elliot v. Spherion Pac. Work, LLC*, 572 F.Supp.2d 1169, 1181-82 (C.D. Cal. 2008)
10 (“Plaintiff’s claim under [PAGA] is wholly dependent upon her other claims. Because all of Plaintiff’s
11 other claims fail as a matter of law, so does her PAGA claim”). Class Counsel also anticipated that even
12 if successful on the merits at trial, the imposition of cumulative civil penalties based on the alleged wage
13 and hour violations could be considered unjust, arbitrary and oppressive, or confiscatory, and that
14 Defendant would argue that it made a good faith attempt to comply with its legal obligations, thus
15 warranting a discretionary reduction in penalties. Gold Decl., ¶ 52.² Class Counsel also anticipated
16 Defendant would argue that they made a good faith attempt to comply with its legal obligations and that
17 the violations per pay period were low, warranting an additional reduction in civil penalties. *Id.* Finally,
18 Class Counsel was also mindful of the fact that PAGA is fundamentally not intended to be compensatory
19 in nature but is instead intended to facilitate enforcement of California’s labor laws by financing state
20 activities and educating and deterring non-compliance. *Id.*

21 ² See, e.g., *Thurman v. Bayshore Transit Management, Inc.*, 203 Cal.App.4th 1112, 1131 (2012)
22 (imposition of both statutory and civil penalties for same conduct is impermissible double recovery)
23 (disapproved on other grounds); *Aguirre v. Genesis Logistics*, 2013 WL 10936035, at *3 (C.D. Cal. 2013)
24 (“duplicative effect” of penalties is a factor in favor of “reducing ...the PAGA penalty”); *Smith v. Lux*
25 *Retail North America, Inc.*, 2013 WL 2932243, at *3 (N.D. Cal. June 13, 2013) (declining to stack
26 penalties based on the same conduct); *Castillo v. ADT, LLC*, 2017 WL 363108, at *4 (E.D. Cal. Jan. 25,
27 2017); *Sanchez v. McDonalds Restaurants of California, Inc.*, 2017 WL 4620746 (LA Super. Ct. July 6,
28 2017) (declining to stack penalties arising out of the same conduct); *Fleming v. Covidien, Inc.*, 2011 WL
756304718, at *4 (C.D. Cal. Aug. 12, 2011) (reducing PAGA penalties by 80%); *Cotter v. Lyft, Inc.*, 193
F.Supp.3d 1030 (N.D. Cal. 2016) (indicating that a substantial reduction is warranted where good faith
dispute exists in legal obligations); *Carrington v. Starbucks Corp.*, 30 Cal.App.5th 504, 529 (2018)
(approving reduction in penalties from \$50 per pay period to \$5 per pay period based on good faith
attempts to comply with obligations and minimal violations).

1 Therefore, after considering this multitude of factors, Plaintiff and Class Counsel concluded that
2 it was in the best interest of the State of California and the PAGA Employees to enter into the Settlement,
3 and to allocate One hundred thousand dollars and zero cents (\$100,000.00) of the Gross Settlement
4 Amount towards the PAGA Amount, which represents 4% of the Gross Settlement Amount. *Id.*, at ¶ 53.
5 This percentage of the settlement is well within the range of wage and hour settlements regularly
6 approved in both state and federal court for cases that include both a class and PAGA action. (*Ibid*).
7 Often, such hybrid cases allocate only 1% of the gross settlement value to resolve PAGA claims, and,
8 indeed, settlements allocations as little as 0.22% of the gross settlement amount have been approved as
9 reasonable by courts. *Ibid*. Moreover, the overall relief obtained by the Settlement is significant, not
10 only from a monetary perspective, but also because it fulfills the public policy objectives of PAGA—to
11 promote enforcement of California’s labor laws, provide funds to the state, and deter future non-
12 compliance by the employer. *Ibid*.

13 The Settlement is in the best interest of the Class Members, the PAGA Employees, and the State
14 of California and is within the accepted range of recoveries for this type of litigation given the inherent
15 risk of litigation, the risk of obtaining and maintaining class certification, and the costs of further
16 litigation. *Id.*, at ¶ 54.

17 VI. CERTIFICATION FOR SETTLEMENT PURPOSES IS WARRANTED

18 Three basic requirements must be met in order to sustain any class action: (1) there must be an
19 ascertainable class; (2) there must be a well-defined community of interest in the question of law or fact
20 affecting the parties to be represented; and (3) certification will provide substantial benefits to litigants
21 and the courts, *i.e.*, proceeding as a class action is superior to other methods. *See Dunk*, 48 Cal.App.4th
22 at 1806. Plaintiff contends that the Actions, which are based upon Defendant’s wage and hour policies
23 and practices, satisfies these class certification requirements. Defendant denies Plaintiff’s allegations,
24 but for purposes of the Settlement only, Defendant has stipulated to certification of the Class. Settlement
25 Agreement, ¶ 11.

26 A. An Ascertainable Class Exists Which is So Numerous That Joinder of All Members is 27 Impracticable

28 Whether an ascertainable class exists turns on three factors: (1) the class definition, (2) the size of

1 the class, and (3) the means of identifying the class members. *Miller v. Woods*, 148 Cal.App.3d 862, 873
2 (1983). In this case, all three considerations favor class certification. Here, the Class is defined as “all
3 current and former hourly-paid or non-exempt employees who worked for Defendant within the State of
4 California at any time during the Class Period.” Gold Decl., ¶ 18; Settlement Agreement, ¶ 10(b). This
5 provides a clear and definite scope for the proposed class.

6 Next, the Class is sufficiently numerous. There is no magic number that satisfies the numerosity
7 requirement. Courts have certified classes with as few as ten or twenty-eight class members. *Rose v.*
8 *City of Hayward*, 126 Cal.App.3d 926, 934 (1981); *Bowles v. Superior Court*, 44 Cal. 2d 574 (1995);
9 *Hebbard v. Colgrove*, 28 Cal.App.3d 1017, 1030 (1972). Here, the estimated Class size of 807
10 individuals (as of January 16, 2025) meets the numerosity requirement.

11 Finally, the question of whether class members are easily identifiable turns on whether a plaintiff
12 can establish “the existence of an ascertainable class.” *Daar v. Yellow Cab Co.*, 67 Cal.2d 695 at 706
13 (1967). The existence of an ascertainable class in this case can be established through Defendant’s payroll
14 records, and the Class definition is sufficiently specific to enable the Parties, Class Members, and the
15 Court to determine the parameters of the Class. *See Clothesrigger, Inc. v. GTE Corp.*, 191 Cal.App.3d
16 605, 617 (1987).

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

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

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

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

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

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

18 Finally, the question of adequacy of representation "depends on whether the plaintiff's attorney
19 qualifies to conduct the proposed litigation in the plaintiff's interest or not antagonistic to the interests of
20 the class." *McGee v. Bank of America*, 60 Cal.App.3d 442, 450 (1976). Here, these considerations are
21 satisfied. Class Counsel is well-regarded and is qualified and experienced in employment-related, class-
22 action litigation. Gold Decl., ¶¶ 2-9, 56-58. Plaintiff will vigorously, adequately, and fairly represent the
23 interests of the Class. Plaintiff has, at all times, throughout the course of the litigation considered the
24 interests of the Class and understood that they must take steps to adequately represent the Class and their
25 interests. Estrada Decl., at ¶¶ 4-7, 9. Because Plaintiff's claims are typical of other Class Members and
26 are not based on unique circumstances, there is no antagonism between the interests of Plaintiffs and the
27 Class.

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

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

9 **VII. THE REQUESTED ENHANCEMENT PAYMENT IS REASONABLE**

10 Plaintiffs in class action lawsuits are eligible for reasonable incentive payments as compensation
11 “for the expense or risk they have incurred in conferring a benefit on other members of the class.” *Munoz*
12 *v. BCI Coca-Cola Bottling Co.*, 186 Cal.App.4th 399, 412 (2010). Courts routinely grant approval of
13 class action settlement agreements containing enhancements for the class representative, which are
14 necessary to provide incentive to represent the class and are appropriate given the benefit the class
15 representatives help to bring about for the class. *See In re Online DVD Rental*, 779 F.3d 934, 947-948
16 (9th Cir. 2014) (approving incentive award 417 times larger than individual payments where incentive
17 award made up a mere .17% of the settlement); *Gaudin v. Saxon Mortgage Servs., Inc.*, 2015 WL
18 7454183, at *10 (N.D. Cal. Nov. 23, 2015) (finding service award of \$15,000 to be “fair and reasonable”).

19 Plaintiff initiated this litigation on behalf of her former co-workers who will now be entitled to
20 receive payment from the Settlement. Plaintiff invested substantial time and effort into litigation,
21 including her own research, reviewing documents, and extensive discussions with Class Counsel. Estrada
22 Decl., at ¶¶ 4-7, 9. Further, the requested amount for Plaintiff is also reasonable given the the benefit
23 gained by other Class Members. *See Gold Decl.*, ¶ 55. For these reasons, Plaintiff requests that an
24 Enhancement Payment of Ten thousand dollars and zero cents (\$10,000.00) to Plaintiff be preliminarily
25 approved by the Court. *Gold Decl.*, ¶ 55; *Estrada Decl.*, at ¶ 12.

26 **VIII. THE REQUESTED ATTORNEYS’ FEES AND COSTS ARE REASONABLE**

27 Trial courts have “wide latitude” in assessing the value of attorneys’ fees and their decisions will
28 “not be disturbed on appeal absent a manifest abuse of discretion.” *Lealao v. Beneficial Cal, Inc.*, 82

1 Cal.App.4th 19, 41 (2000). California law provides that attorney fee awards should be equivalent to fees
2 paid in the legal marketplace to compensate for the result achieved and risk incurred. *Id.*, at p. 47. In
3 cases where class members present claims against a common fund and the defendant agrees to a
4 percentage of the fund as part of the settlement, use of the percentage method is appropriate. *Id.*, at p.
5 32.

6 Here, the requested attorneys' fees in the amount up to (35%) of the Gross Settlement Amount
7 (i.e., \$865,628.75 if the Gross Settlement Amount is \$2,473,225.00) is disclosed to Class Members in the
8 proposed Class Notice. (Settlement Agreement, Ex. A). The requested fee was freely negotiated, is
9 common in the legal marketplace, and is not opposed by Defendant. The Motion for Final Approval will
10 elaborate on the nature of the legal services provided and will also support Class Counsel's request for
11 the reimbursement of litigation costs and expenses not to exceed Nineteen thousand dollars and zero cents
12 (\$19,000.00) Gold Decl., ¶¶ 56-58. Moreover, any Attorneys' Fees and Costs not ultimately approved
13 by the Court will be included in the Net Settlement Amount to be distributed to Settlement Class Members
14 as this is a non-reversionary settlement. Settlement Agreement, ¶ 13.

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

17 The Parties have jointly drafted the Class Notice, which will be mailed to the Class Members. *Id.*,
18 Ex. A. The Class Notice will include information regarding the nature of the Actions, a summary of the
19 terms of the Settlement, the Class definition, information on how to object to and/or opt-out of the Class
20 Settlement and to dispute Workweeks and/or PAGA Workweeks, and the date of the Final Approval
21 Hearing. *Ibid.* The Class Notice will list each Class Member's total Workweeks and their estimated
22 Individual Settlement Share and each PAGA Employee's total PAGA Workweeks and their estimated
23 Individual PAGA Payment. *Ibid.*

24 Within seven (7) calendar days after entry of the preliminary approval order, Defendant will
25 provide a list in a formatted readable Microsoft Office Excel spreadsheet to the Settlement Administrator
26 containing the following information for each Class Member: (1) full name; (2) last known mailing
27 address; (3) Social Security number; (4) workweeks count for Defendant during the Class Period; and (5)
28 such other information as is necessary for the Settlement Administrator to calculate Workweeks and

1 PAGA Workweeks (collectively referred to as the “Class List”). *Id.*, ¶¶ 27, 10(d). Within seven (7)
2 calendar days after receiving the Class List from Defendant, the Settlement Administrator will perform a
3 search based on the National Change of Address Database or other similar services available, such as
4 provided by Experian, for information to update and correct for any known or identifiable address
5 changes, and will mail a Class Notice in English and Spanish to all Class Members via First-Class U.S.
6 Mail, using the most current, known mailing addresses identified by the Settlement Administrator. *Id.*, ¶
7 28(a). The Parties have agreed to use ILYM Group, Inc. as the Settlement Administrator. Gold Decl.,
8 ¶ 59; Settlement Agreement, ¶ 10(jj).

9 In determining whether to approve a settlement of a class action, a trial court has wide discretion
10 as to the manner of giving notice to class members, and review on appeal is governed by the abuse of
11 discretion standard. *See In re Cellphone Fee Termination Cases*, 186 Cal.App.4th 1380 (2010). Here,
12 Class Counsel is not aware of an alternative method of providing notice to the Class which would result
13 in a higher likelihood of actual notice. Gold Decl., ¶ 60. The original source of the mailing addresses is
14 from Class Members, who provided the information to Defendant. *Id.*

15 Class Members will have forty-five (45) calendar days from the initial mailing of the Class Notice
16 by the Settlement Administrator to submit a Request for Exclusion, Notice of Objection, and/or
17 Workweeks Dispute (“Response Deadline”). Settlement Agreement, ¶ 10(ii).

18 Any Class Notice returned to the Settlement Administrator as undeliverable on or before the
19 Response Deadline will be sent promptly via First-Class U.S. Mail to the forwarding address affixed
20 thereto and the Settlement Administrator will indicate the date of such re-mailing on the Class Notice.
21 *Id.*, at ¶ 28(b). If no forwarding address is provided, the Settlement Administrator will promptly attempt
22 to determine a correct address using a skip-trace or other search, using the name, address, and/or Social
23 Security number of the Class Member, and perform a single re-mailing within five (5) calendar days. *Id.*
24 In the event that a Class Notice is re-mailed to a Class Member, the Response Deadline for that Class
25 Member shall be extended fifteen (15) calendar days from the original Response Deadline. *Id.*, at ¶ 10(ii).

26 Class Members will have an opportunity to dispute the number of Workweeks and/or PAGA
27 Workweeks to which they have been credited, as reflected in their respective Class Notices, by submitting
28 a timely and valid letter (“Workweeks Dispute”) to the Settlement Administrator, by mail, postmarked

1 on or before the Response Deadline. *Id.*, at ¶ 10(nn). A Workweeks Dispute must: (a) contain the case
2 name and number of the Actions; (b) contain the Class Member’s full name, signature, address, telephone
3 number, and the last four (4) digits of the Class Member’s Social Security number; (c) clearly state that
4 the Class Member disputes the number of Workweeks and/or PAGA Workweeks credited to that Class
5 Member and what the Class Member contends is the correct number; and (d) be returned by mail to the
6 Settlement Administrator at the specified address, postmarked on or before the Response Deadline. *Id.*

7 Any Class Member wishing to be excluded from the Class Settlement must submit a timely and
8 valid letter (“Request for Exclusion”) to the Settlement Administrator, by mail, postmarked on or before
9 the Response Deadline. *Id.*, at ¶¶ 10(hh), 30. A Request for Exclusion must: (a) contain the case name
10 and number of the Actions; (b) contain the Class Member’s full name, signature, address, telephone
11 number, and last four (4) digits of the Class Member’s Social Security number; (c) clearly state that the
12 Class Member does not wish to be included in the Class Settlement; and (d) be returned by mail to the
13 Settlement Administrator at the specified address, postmarked on or before the Response Deadline. *Id.*,
14 at ¶ 9(hh). Notwithstanding the above, all PAGA Employees will be bound by the PAGA Settlement and
15 will be issued their Individual PAGA Payment, irrespective of whether they submit a Request for
16 Exclusion. *Id.*, at ¶ 30.

17 To object to the Class Settlement, Settlement Class Members must submit a timely and complete
18 written objection (“Notice of Objection”) to the Settlement Administrator, by mail, postmarked on or
19 before the Response Deadline. *Id.*, at ¶ 31. A Notice of Objection must: (a) contain the case name and
20 number of the Actions; (b) contain the objector’s full name, signature, address, telephone number, and
21 the last four (4) digits of the objector’s Social Security number; (c) contain a written statement of all
22 grounds for the objection accompanied by any legal support for such objection; (d) contain copies of any
23 papers, briefs, or other documents upon which the objection is based; and (e) be returned by mail to the
24 Settlement Administrator at the specified address, postmarked on or before the Response Deadline. *Id.*,
25 at ¶ 10(v). Settlement Class Members, individually or through counsel, may also present their objection
26 orally at the Final Approval Hearing, regardless of whether they have submitted a Notice of Objection.
27 *Id.*, at ¶ 31.

28 ///

1 **X. CONCLUSION**

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

4 Respectfully submitted,

5 Dated: **March 24, 2024**

BLACKSTONE LAW, APC

6 By: 

7 Karen Gold
8 Sara Pezeshkpour
9 Noam Y. Reifmann
 Marissa Mayhood

10 Attorneys for Plaintiff CECILIA ESTRADA,
11 individually and on behalf of others similarly situated
12 employees and aggrieved employees pursuant to the
13 California Private Attorneys General Act