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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

OSCAR MEDRANO, as an individual and on behalf of all others similarly situated, Plaintiff, vs. INK SYSTEMS, INC., a California corporation; and DOES 1 through 100, Defendants.	Case No.: 24STCV10541 [*Case assigned for all purposes to the Hon. Samantha P. Jessner, Dept. SSC-7*] **PLAINTIFF'S NOTICE OF MOTION AND MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT** Date: July 7, 2025 Time: 10:00 a.m. Dept.: SSC-7 Complaint Filed: April 25, 2024 Trial Date: None Set

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

PLEASE TAKE NOTICE that pursuant to Rule 3.769 of the California Rules of Court, on July 7, 2025, at 10:00 a.m. in Department SSC-7 of the above-entitled Court, located at 312 North Spring Street, Los Angeles, California 90012, Plaintiff Oscar Medrano ("Plaintiff") individually and on behalf of a class of similarly situated individuals, will and hereby does move this Court for:

1. Preliminary approval of the proposed class settlement of this lawsuit;
2. Pursuant to section 382 of the California Code of Civil Procedure, provisional certification of the following Settlement Class defined as follows:

   > All current and former non-exempt employees who worked for Defendant Ink Systems, Inc., in California at any time from April 25, 2020 through April 30, 2025 (the "Class Period").

3. Preliminary appointment of Plaintiff as Class Representative;
4. Preliminary appointment of Paul K. Haines, Sean M. Blakely, and Joel M. Gordon of Haines Law Group, APC, as Class Counsel;
5. The scheduling of a hearing to consider whether the Settlement should be finally approved and to permit a Class Representative Enhancement Payment to Plaintiff, civil penalties payable to the Labor & Workforce Development Agency ("LWDA"), settlement administration costs, and attorneys' fees and costs to Class Counsel;
6. Appointment of ILYM Group, Inc., as the third-party Settlement Administrator for mailing notices; and
7. Approval of the proposed Class Notice and an order that it be disseminated to the proposed Settlement Class as provided in the Settlement Agreement.

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This Motion is based on this Notice of Motion; the attached Memorandum of Points and Authorities; the supporting declarations of Sean M. Blakely, Paul K. Haines, Joel M. Gordon, Plaintiff Oscar Medrano, and Anthony Rogers of ILYM Group, Inc., and the exhibits attached thereto; the Settlement Agreement; the pleadings and other papers filed in this Action; and on any further oral or documentary evidence or argument presented at the time of the hearing.

Dated: May 12, 2025

Respectfully submitted,
HAINES LAW GROUP, APC

By: Sean Blakely

Paul K. Haines
Sean M. Blakely
Attorneys for Plaintiff

TABLE OF CONTENTS

TABLE OF AUTHORITIES

Federal Cases

State Cases

State Statutes and Rules

Unpublished Cases

<u>Other Sources</u>

MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

Plaintiff Oscar Medrano (hereinafter "Plaintiff") brought this class and representative action for various wage and hour violations on behalf of current and former non-exempt employees of Defendant Ink Systems, Inc. ("Ink Systems"), who worked for Ink Systems in California from April 25, 2020, through April 30, 2025 (the "Class Period"). The primary issues in this case pertain to Ink System's allegedly unlawful meal and rest period policies/practices, and its failure to pay all wages due to its allegedly unlawful rounding policies/practices. As a result of these alleged violations, Plaintiff contends Ink Systems is liable for wage statement penalties, waiting time penalties and civil penalties under the Private Attorneys' General Act ("PAGA"). [1]

Plaintiff now respectfully requests that this Court preliminarily approve this non-reversionary, common-fund class action settlement,[2] in which Ink Systems has agreed to pay Three Hundred Seventy-Five Thousand Dollars and Zero Cents ($375,000.00) to the following Settlement Class:

> All current and former non-exempt employees who worked for Defendant Ink Systems, Inc., in California at any time from April 25, 2020 through April 30, 2025 (the "Class Period").

If the Settlement is approved, Ink Systems will pay a non-reversionary Gross Settlement Amount ("GSA") of $375.000.00. After deducting settlement administration costs, Plaintiff's requested Class Representative Enhancement Payment, the amount set aside as PAGA civil

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[1] Plaintiff's operative First Amended Class and Representative Action Complaint ("FAC") pleads the following causes of action: (1) minimum wage violations; (2) failure to pay all overtime wages; (3) meal period violations; (4) rest period violations; (5) wage statement violations; (6) waiting time penalties; (7) unfair competition in violation of Cal. Business & Professions Code § 17200, *et seq*.; and (8) civil penalties under the Private Attorneys General Act, Cal. Labor Code § 2698 *et seq*. ("PAGA").

[2] The Stipulation of Settlement ("Settlement") is attached to the Declaration of Sean M. Blakely as **Exhibit 1**. The proposed Class Notice and Notice of Estimated Settlement Payment are attached to the Settlement as **Exhibits A** and **B**, respectively. All defined terms in this motion have the same definition as that in the Settlement.

penalties, and requested attorneys' fees and costs, the Net Settlement Amount ("NSA") of approximately $189,000.00 will be distributed to all Settlement Class members who do not opt out of the Settlement based on the proportionate number of workweeks worked by each Settlement Class member during the Class Period.

Significantly, Settlement Class members do not need to file a claim to reap the financial benefits of the Settlement, as all Settlement Class members will automatically receive a payment unless they affirmatively opt out. There are approximately 88 Settlement Class members, and **the average payment to participating Settlement Class members is projected to be approximately $2,148.** This is an excellent result for Settlement Class members, who will be releasing only those claims alleged in the Action.

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

II. SUMMARY OF THE LITIGATION

A. THE PARTIES AND BRIEF PROCEDURAL HISTORY

Ink Systems Ink Systems is a manufacturer of various inks and coatings for commercial and industrial applications. *See* Declaration of Sean M. Blakely ("Blakely Decl."), ¶ 8. Throughout the Class Period, Ink Systems operated out of its headquarters in Commerce, California. *Id*. Plaintiff worked for Ink Systems from approximately July 2023 through August 2023 in the non-exempt position of "Ink Technician." *See* Declaration of Oscar Medrano in Support of Approval of Class Action Settlement ("Medrano Decl."), ¶ 2. Plaintiff's job duties included mixing various chemicals to make different types of ink and coatings for billboards and other applications. *Id.*

On April 25, 2024, Plaintiff filed his Class Action Complaint in Los Angeles County Superior Court, alleging that Ink Systems: (i) failed to pay all minimum wages; (ii) failed to pay all overtime wages; (iii) failed to provide all lawful meal periods; (iv) failed to authorize and permit all legally compliant rest periods; (v) failed to issue accurate, itemized wage statements; (vi) failed to pay all wages due to employees at the time of their separation from employment; and (vii) engaged in unfair competition in violation of California Business & Professions Code § 17200 *et seq*. Blakely Decl., ¶ 9. On the following day, April 26, 2024, Plaintiff sent his PAGA notice letter to the LWDA. *Id.*; **Exhibit 2** (LWDA Letter). *Id*. Subsequently, on July 1, 2024, Plaintiff filed the operative First Amended Class and Representative Action Complaint ("FAC") adding a cause of action for civil penalties under the Private Attorneys' General Act of 2004, Labor Code Section 2698, *et seq*. *Id*.

B. <u>PLAINTIFF'S CLAIMS AND INK SYSTEMS' DEFENSES</u>

1. <u>Meal Period Claims</u>

Plaintiff alleges that due to Ink Systems' scheduling policies/practices, first meal periods were frequently late (commencing after the fifth hour of work) and/or short (i.e., less than a full 30 minutes). Blakely Decl., ¶ 14. Plaintiff further alleges that Settlement Class members were not provided with second meal periods when they worked shifts in excess of 10.0 hours in a workday. *Id*., at ¶ 15.

Ink Systems counters it has maintained compliant written meal period policies throughout the Class Period and has always provided compliant meal periods in line with those policies. Blakely Decl., ¶ 14. Ink Systems further contends that it always provides employees the opportunity to take meal periods and is not required to *ensure* they are taken. *Id.*; *see Brinker Rest. Corp. v. Sup. Ct.*, 53 Cal.4th 1004, 1034 (2012) (rejecting "ensure" standard). Thus, Ink Systems argues that any non-compliant meal periods resulted from lawful employee waiver or choice, rather than any policy and/or practice of Ink Systems. Blakely Decl., ¶ 14. With respect to second meal periods, Ink Systems asserts that many employees choose to waive their second meal periods on shifts over 10.0 hours and under 12.0 hours, as they may do under Labor Code § 512(a), so that they do not need to stay at work for an extra unpaid 30 minutes. *Id.,* at ¶ 15. Ink Systems represents that it paid approximately $98,758 meal period premiums during the Class Period and argued that it paid meal period premiums for facially non-complaint meal periods. *Id*., at ¶ 14. Finally, Ink Systems maintains Plaintiff's meal period claim is not suited for class certification since individual inquiries would be needed to assess which employees, if any, took non-compliant or missed meal periods, how many meal periods were non-compliant or missed, the reasons why a particular employee did not take a meal period on a particular shift, and for second meal periods, whether they waived the meal period. *Id*., ¶¶ 14-15.

2. <u>Rest Period Claims</u>

Plaintiff alleges that Ink Systems failed to authorize and permit all legally compliant off-duty rest periods due to chronic understaffing and the work demands imposed on employees by Ink Systems. Blakely Decl., ¶ 16.

Ink Systems counters that it has maintained compliant written rest period policies throughout the Class Period and has always authorized and permitted employees a 10-minute rest period for each four (4) hours worked, or major fraction thereof, as required under the Wage Order, and that any failure to take rest periods was a result of employee choice, rather than any Ink Systems' policy and/or practice. Blakely Decl., ¶ 16. Ink Systems also argues that Plaintiff's rest period claim is not amenable to class treatment, since individual inquiries would be required to determine which employees failed to take rest periods, how many rest periods they failed to take, and the reasons why each employee failed to take rest period(s) on a particular shift. *Id*. These manageability concerns are especially present with respect to rest period claims, Ink Systems argues, given that rest periods are not recorded. *Id*.

3. <u>Unpaid Wages Due to Rounding Policies/Practices</u>

Plaintiff contends that Ink Systems underpaid Settlement Class members due to its allegedly unlawful rounding policies/practices. Blakely Decl., ¶ 17. Plaintiff contends that although Ink Systems' timekeeping system recorded hours worked to the minute, Ink Systems rounded all time-punches to the nearest quarter-hour, resulting in an underpayment of wages to Settlement Class members. *Id*.

However, Ink Systems counters that its timekeeping policies/practices complied with California law and that it has always properly compensated Settlement Class members for all hours worked throughout the Class Period. Blakely Decl., ¶ 17. Ink Systems also asserts that it stopped its rounding policies/practices in approximately April 2024, thereby cutting off any liability for this claim. *Id*. Additionally, Ink Systems asserts Plaintiff would be unable to certify a rounding class given the individualized inquiries as to whether Settlement Class members were in fact underpaid, or potentially overpaid, for each workday in question. *Id*.

4. <u>Waiting Time Penalties</u>

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

Ink Systems argues that it possesses strong, good faith defenses to Plaintiff's underlying claims, thus precluding recovery of waiting time penalties, which are only available for the "willful" failure to pay wages Blakely Decl., ¶ 18; *see also* 8 Cal. Code Regs. § 13520 ("[A] good faith dispute that any wages are due will preclude imposition of waiting time penalties under Section 203 . . . A 'good faith' dispute that any wages are due occurs when an employer presents a defense, based in law or fact which, if successful, would preclude any recovery on the part of the employee."). Ink Systems further asserts that Plaintiff's waiting time penalty exposure was grossly inflated as not every former employee experienced the alleged Labor Code violations. Blakely Decl., ¶ 18. Moreover, because the waiting time claim is derivative of Plaintiff's underlying wage claims, Plaintiff would need to overcome Ink Systems' defenses, both as to class certification and on the merits, as to his underlying claims. *Id*.

5. <u>Wage Statement Claims</u>

As a further result of the unpaid wages and unpaid meal and rest period premium wages described above, Plaintiff alleges that Ink Systems is liable for wage statement penalties. Blakely Decl., ¶ 19.

Ink Systems argues any alleged wage statement violations were not "knowing and intentional," and Plaintiff cannot show he or other employees "suffer[ed] injury" due to the alleged wage statement violations, as required by Labor Code § 226(e) for the imposition of penalties. Blakely Decl., ¶ 19. Further, Ink Systems contends its wage statements always accurately reflected hours worked and amounts paid as well as all other required information, precluding liability for wage statement penalties under *Maldonado v. Epsilon Plastics, Inc.*, 22

Cal.App.5th 1308, 1336-37 (2018) (agreeing with employer's "commonsense position that the pay stubs were accurate in that they correctly reflected the hours worked and the pay received…The purpose of section 226 is to *document* the *paid wages* to ensure the employee is fully informed regarding the calculation of those wages.") (Italics in original).

6. <u>PAGA Civil Penalties</u>

As a result of the foregoing Labor Code violations, Plaintiff alleges that Ink Systems is liable for civil penalties under the PAGA. Blakely Decl., ¶ 20.

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

C. <u>DISCOVERY AND MEDIATION</u>

In connection with mediation, the Parties engaged in extensive informal discovery. Blakely Decl., ¶ 10. Ink Systems produced timekeeping and payroll data for the entire putative class. *Id*. Ink Systems also produced its employee handbook in use during the Class Period, as well as other documents and information. *Id.* Plaintiff hired a labor economist with a Ph.D. in economics to assist Plaintiff in conducting a comprehensive analysis of the payroll and timekeeping data produced by Ink Systems to create a detailed exposure analysis for all claims at issue. *Id*. This discovery allowed the Parties to assess the merits and value of Plaintiff's claims, the chances of certification of Plaintiff's claims, and Ink Systems' potential defenses. *Id*.

On January 14, 2025, the Parties participated in a full-day mediation with Kevin Barnes, Esq., a well-respected wage and hour class action mediator. Blakely Decl., ¶ 11. During mediation, the Parties vigorously debated their opposing legal positions, the likelihood of certification of Plaintiff's claims, and the legal basis for the claims and defenses. *Id*. At the conclusion of the mediation, Mr. Barnes issued a mediator's proposal for a class-wide settlement, which was accepted by both sides. *Id*. During the months that followed, the Parties finalized the terms of the Settlement and executed the long-form Settlement Agreement now before the court. *Id*.

III. THE PROPOSED SETTLEMENT

A. ESSENTIAL TERMS OF THE SETTLEMENT

If the Court preliminarily approves the Settlement, Ink Systems will pay a Gross Settlement Amount ("GSA") of $375,000.00. *See* Settlement, § 3. Significantly, this Settlement is non-reversionary, and no Settlement Class member will have to submit a claim form to receive an Individual Settlement Payment. *Id*., at §§ 3-4. Each Settlement Class member will automatically receive an Individual Settlement Payment unless they affirmatively opt out of the Settlement. *Id*. The monetary terms of the Settlement are summarized below:

• Gross Settlement Amount ("GSA"):	$375,000.00
• Minus Court-approved attorneys' fees:	$125,000.00
• Minus Court-approved verified costs (up to):	$30,000.00
• Minus Court-approved Enhancement Payment:	$10,000.00
• Minus amount set aside as PAGA penalties:	$15,000.00
• Minus estimated settlement administration costs:	$6,000.00
Net Settlement Amount ("NSA"):	$189,000.00
• Plus 25% "PAGA Amount" to Settlement Class:	$3,750.00
Total Amount Paid to Settlement Class members:	**$192,750.00**

1. The Settlement Provides for Reasonable Monetary Payments

After deducting amounts for the Court-approved attorneys' fees and costs, Class Representative Enhancement Payment to Plaintiff, the amount set aside as PAGA civil penalties, and settlement administration costs, the Settlement requires Ink Systems to pay a Net Settlement Amount ("NSA") of at least $189,000.00 to all Settlement Class members who do not timely opt out. *See* Settlement, § 4(A). The NSA shall be distributed to all participating Settlement Class members based on each participating Settlement Class member's proportionate workweeks worked during the Class Period. *See* Settlement, § 4(B)(i). Additionally, Three Thousand Seven Hundred Fifty Dollars ($3,750.00) of the Gross Settlement Amount has been designated as the "PAGA Amount" and shall be distributed to the Aggrieved Employees (including those who submit a valid and timely Request for Exclusion from the class action settlement) who were employed during the PAGA Period (i.e., April 26, 2023 through April 30, 2025) proportionally based on the number of pay periods worked during that time period. *Id*., at §§ 2(B), 4(B)(ii).

According to Ink Systems, there are approximately 88 Settlement Class members. Blakely Decl., ¶ 13. Therefore*,* the average Individual Settlement Award from the NSA is projected to be approximately $2,148. *Id*. There are also approximately 66 Aggrieved Employees during the PAGA Period who will each receive an average of approximately $56.82 from the PAGA Amount. *Id*.

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

2. <u>Attorneys' Fees and Costs, Enhancement Payment, and PAGA Payment</u>

Plaintiff will apply for Class Representative Enhancement Payment at the time of seeking final approval of the proposed class action settlement in the amount of $10,000.00 for his service to the Settlement Class. *See* Settlement, §§ 3(C)(3), 6; Blakely Decl., ¶ 24. "[I]ncentive awards are fairly typical in class action cases . . . and are intended to compensate class representatives for work done on behalf of the class [and] to make up for financial or reputational risk undertaken in bringing the action." *In re Cellphone Fee Termination Cases,* 186 Cal.App.4th 1380, 1393-94 (2010). As will be fully briefed at the time of final approval, Plaintiff's requested Enhancement Payment is intended to recognize the time and effort Plaintiff expended on behalf of the Settlement Class, including providing substantial factual information and documents to Class Counsel, discussing the claims and theories at issue in the litigation, actively participating in the prosecution of his claims, as well as the significant risks Plaintiff undertook by agreeing to serve as the named plaintiff in this case. *See* Blakely Decl., ¶ 24; *see also* Medrano Decl., ¶¶ 4-6.

Class Counsel will also apply for an attorneys' fees award of one-third of the Gross Settlement Amount, which is currently estimated to be $125,000.00, and up to $30,000.00 in verified costs reimbursement. *See* Settlement, §§ 3(C)(4), 5; Blakely Decl., ¶ 23. Plaintiff submits that the requested fee is fair compensation for undertaking complex, risky, expensive, and time-consuming litigation on a purely contingent fee basis. *Id*. Class Counsel has incurred substantial attorneys' fees conducting pre-filing investigation, analyzing Plaintiff's claims, conducting legal research, conducting extensive informal discovery, analyzing Settlement Class members' timekeeping and payroll records with the help of a retained expert, creating a comprehensive damages model, preparing for and attending mediation, negotiating and preparing the long-form Settlement Agreement, preparing this Motion, and otherwise litigating the case. *Id*. Class Counsel expects to expend additional attorney time in attending the hearing on this Motion, overseeing the Notice process and fielding questions from Settlement Class members, preparing the Final Approval papers, and attending the Final Approval hearing. *Id*.

California courts recognize that an appropriate method for awarding attorneys' fees in class actions is to award a percentage of the "common fund" created as a result of a settlement. *See, e.g., Laffitte v. Robert Half Int'l, Inc.,* 1 Cal.5th 480, 506 (2016) (holding "the percentage of fund method survives in California class action cases"). Class Counsel's request for fees of one-third of the Gross Settlement Amount is well within the range of reasonableness and indeed is considered the typical rate for common fund settlements. Historically, courts have awarded percentage fees in the range of 20% to 50%, depending on the circumstances of the case. *See* 4 Newberg on Class Actions § 14.6 (4th Ed. 2013).

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

Additionally, the parties have agreed to designate $15,000.00 of the Gross Settlement Amount as PAGA civil penalties, of which $11,250.00 (75%) will be paid to the LWDA, with the remaining $3,750.00 (25%) for distribution to the Aggrieved Employees, as the PAGA requires such penalties to be allocated per Labor Code § 2699(i). *See* Settlement, § 3(C)(5). Plaintiff submits this allocation to the LWDA for civil PAGA penalties is appropriate. *See, e.g., Chu v. Wells Fargo Investments, LLC*, Case No. C 05-4526 MHP, 2011 WL 672645 at *1 (N.D. Cal. 2011) (approving PAGA payment of $7,500 to LWDA out of $6.9 million common-fund settlement); *Lazarin v. Pro Unlimited, Inc.*, Case No. C11-03609 HRL, 2013 WL 3541217 (N.D. Cal. 2013) (approving PAGA payment of $7,500 to LWDA out of $1.25 million common-fund settlement).

IV. ARGUMENT

A. PRELIMINARY APPROVAL IS WARRANTED

California Rule of Court 3.769 conditions settlement of a class action on court approval, which is generally evaluated under the federal standards applicable under Rule 23 of the Federal Rules of Civil Procedure. *See Reed v. United Teachers Los Angeles*, 208 Cal.App.4th 322, 337 (2012) (Rule 3.769 requires trial court to determine "that the settlement is fair, reasonable and adequate to all concerned"); *Hanlon v. Chrysler Corp.*, 150 F.3d 1011, 1026 (9th Cir. 1998) (Rule 23(e) requires the trial court to determine "whether a proposed settlement is fundamentally fair, adequate, and reasonable"). Settlement is the preferred means of dispute resolution, particularly in complex class action litigation. *See In re Syncor ERISA Litig.*, 516 F.3d 1095, 1101 (9th Cir. 2008). The Court's role in evaluating a proposed settlement is limited to ensuring that the agreement taken as a whole is fair. *See* e.g., *Hanlon*, supra, 150 F.3d at 1027. There is an initial presumption of fairness where, as here, the Settlement was negotiated at arm's-length by class counsel and with the assistance of an experienced wage and hour class action mediator. *See e.g.*, *Kullar v. Foot Locker Retail, Inc.*, 168 Cal.App.4th 116, 130 (2008).

1. Standard for Preliminary Approval

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

a. <u>The Strength of Plaintiff's Case</u>

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

b. <u>Risk, Expense, Complexity, and Duration of Further Litigation</u>

Although the Parties engaged in significant informal discovery prior to mediation, the Parties still had significant formal discovery to complete had the matter not been settled. Blakely Decl., ¶ 22. This would have required the expenditure of substantial time and resources by both Parties that would have very likely spanned several years. *Id*. Even if Plaintiff was to certify the classes, the Parties would incur considerably more attorneys' fees and costs through a possible decertification motion, trial, and possible appeal. *Id.* This Settlement avoids those risks and the accompanying expense. *Id.*

c. <u>Risk of Maintaining Class Action Status</u>

Plaintiff has not yet filed his motion for class certification, and as such, the extent to which Plaintiff's proposed classes were certifiable is somewhat speculative. Absent settlement, there was a risk that there would not be a certified class at the time of trial, or if there were, it would consist of a significantly smaller group of employees than the proposed Settlement Class (either due to a narrowing of the class definition in a Court order on a contested motion for class certification, or through settlement agreements entered into by Ink Systems with individual class members by way of *Pick Up Stix* type settlement agreements[3]), and the expected recovery could be significantly reduced, given the settlement amounts that are typically offered through the *Pick Up Stix* process. Thus, this factor, too, supports preliminary approval of the settlement.

d. Amount Offered in Settlement Given Realistic Value of Claims

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

First Meal Period Violations: **$143,851**

Plaintiff alleges that Ink Systems failed to provide compliant first meal periods to its non-exempt employees. Blakely Decl., ¶ 14. Based on Plaintiff's review of the timekeeping records Ink Systems produced, there were approximately 23,564 non-compliant meal periods reflected in the data. *Id.* Plaintiff also calculated the average hourly rate of pay to be approximately $24.54 per hour. *Id*. The payroll records also reflect that Ink Systems paid approximately $98,758 in meal period premiums during the Class Period. *Id*. Therefore, Plaintiff calculated Ink Systems' maximum exposure for first meal period violations at approximately $479,503 ([23,564 non-compliant first meal periods * $24.54 average meal period premium] – $98,758 meal period premiums paid). *Id*.

However, as noted above, Ink Systems contends that it maintained compliant meal period policies throughout the Class Period and provided compliant meal periods in line with those policies. Blakely Decl., ¶ 14. Ink Systems also asserts that under *Brinker* it is only required to "provide" the opportunity to take meal periods, not "ensure" meal periods are taken, and that, as

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

described above, it has always done so, and that any non-complaint first meal periods in the timekeeping records were the result of lawful employee waiver or choice. *Id.* Ink Systems also maintains that the first meal period claim is not suited for class certification, since individual inquiries would be needed to assess which employees took non-compliant meal periods or missed meal periods, how many meal periods were non-compliant or missed, and the reasons why a particular employee did not take a compliant meal period on a particular shift. *Id.* In light of these defenses and arguments, Plaintiff discounted Ink Systems' maximum exposure by 40% for the risk of non-certification, and an additional 50% to account for Ink Systems' defenses on the merits or failing to recover the full amount sought, to arrive at an estimated total of approximately $143,851. *Id.*

<u>Second Meal Period Violations</u>: **$27,328**

Plaintiff's expert's analysis of the timekeeping data revealed that there were approximately 5,303 shifts in excess of 10.0 hours during the Class Period without a compliant second meal period. Blakely Decl., ¶ 15. Plaintiff therefore calculated Ink Systems' maximum exposure for second meal period violations at approximately $130,136 (5,303 non-compliant second meal periods * $24.54 average premium). *Id*.

However, Plaintiff's theory of liability carried significant risks of both non-certification and on the merits if Plaintiff was able to certify this claim, based on, *inter alia*, Ink Systems' argument that it has maintained compliant written meal period policies throughout the Class Period, and that Settlement Class members voluntarily waived their second meal period on shifts in excess of 10.0 hours but less than 12.0 hours per Labor Code § 512. Blakely Decl., ¶ 15. As with Plaintiff's first meal period claim, Ink Systems argues that individualized inquiries would preclude class certification for this claim as well. *Id*. In light of these risks, Plaintiff discounted the maximum amount that the class could potentially recover by 40% for the risk of non-certification and an additional 65% for the risk of losing on the merits, or having exposure reduced due to Ink Systems' waiver arguments, to arrive at estimated exposure of approximately $27,328. *Id*.

<u>Rest Period Violations</u>: **$158,312**

During the Class Period, Plaintiff alleges that he and other non-exempt employees were not authorized and permitted to take all legally compliant rest periods, due to chronic understaffing and the work demands imposed upon them by Ink Systems. Blakely Decl., ¶ 16. Based on Plaintiff's expert's analysis of employee timekeeping records, there were approximately 32,256 shifts in excess of 3.5 hours worked by Settlement Class members during the Class Period, and Plaintiff asserts that employees were never permitted to take a full, uninterrupted 10-minute rest period during his employment, resulting in a maximum exposure of approximately $791,562 (32,256 rest period shifts * $24.54 average premium). *Id*.

However, as discussed above, Ink Systems argues that it always maintained and enforced lawful rest period policies and practices during the Class Period. Blakely Decl., ¶ 16. Ink Systems also maintains that any failure to take rest periods was the result of employee waiver or choice, and that it is not required to police rest periods. *Id.* Ink Systems further argues that Plaintiff's rest period claim is not amenable to class treatment as individualized inquiries would be required to determine which employees failed to take rest periods, and the reasons why each employee failed to take a rest period on a particular shift. *Id*. These considerations are particularly present with respect to rest periods, Ink Systems argues, as rest periods are not—and need not be—recorded. *Id*. In light of these defenses, Plaintiff discounted the maximum amount that the class could potentially recover by 50% for risk of non-certification, and discounted an additional 60% for risk of being unsuccessful on the merits or failure to recover the full amount sought, to arrive at a projected exposure of approximately $158,312. *Id*.

<u>Unpaid Wages Due to Rounding:</u> **$11,108**

Plaintiff alleges that Ink Systems underpaid employees due to its unlawful timekeeping policies/practices. Blakely Decl., ¶ 17. Based on Plaintiffs' review of employee records, Plaintiff estimates that Settlement Class members were underpaid by approximately 1,207 hours. *Id*. Because Settlement Class members were generally scheduled for eight (8) hour shifts, Plaintiff contends these unpaid wages should be paid at an overtime rate of pay. *Id*. Accordingly, Plaintiff estimates that in total, employees were underpaid approximately $44,430 in wages due to Ink Systems' rounding policies/practices (1,207 unpaid hours * $36.81 average overtime rate). *Id*.

As stated above, Ink Systems raised several defenses to this claim, including its argument that it utilized an even-handed timekeeping system that, on balance, resulted in employees being paid for all hours actually worked, and that Plaintiff would be unable to certify this claim given the individualized inquiries as to whether employees were in fact underpaid, or overpaid for each workday in question. Blakely Decl., ¶ 17. Based on these defenses, Plaintiff discounted the maximum exposure by 50% to account for the risk of non-certification, and an additional 50% to account for Ink Systems' defenses on the merits, to arrive at an estimated exposure of approximately $11,108. *Id*.

<u>Waiting Time Penalties</u>: **$35,340**

Ink Systems' records show approximately 24 Settlement Class members who separated their employment with Ink Systems since April 25, 2021, and are therefore eligible for waiting time penalties. Blakely Decl., ¶ 18. Based on an hourly rate of $24.54, Plaintiff estimated the average waiting time penalty per former employee to be approximately $5,890 ($24.54 * 8 hours per day * 30 days). *Id*. Therefore, Plaintiff calculated Ink Systems' maximum exposure for potential waiting time penalties to be approximately $141,360 (24 former employees * $5,890 average penalty). *Id*.

Ink Systems presented several defenses to this claim, most notably their assertion that because they possessed good-faith defenses to the underlying claims, any failure to pay wages was not "willful" as a matter of law. Blakely Decl., ¶ 18. Ink Systems further asserts that Plaintiff's waiting time penalty exposure was grossly inflated as not every former employee experienced the alleged Labor Code violations. *Id*. Moreover, because the waiting time claim is derivative of Plaintiff's underlying wage claims, Plaintiff would need to overcome Ink Systems' defenses, both as to class certification and on the merits, as to his underlying claims. *Id*. To account for Ink Systems' defenses, Plaintiff discounted the maximum exposure by 50% for the risk of non-certification and an additional 50% for the risk of losing on the merits and/or not receiving the maximum penalties sought, to arrive at an estimated exposure of approximately $35,340. *Id*.

<u>Wage Statement Penalties</u>: **$44,820**

Plaintiff alleges that Ink Systems is liable for wage statement penalties as a result of the unpaid wages and unpaid meal and rest period premiums. Blakely Decl., ¶ 19. Those penalties are calculated as $50 for each "initial" violation and $100 for each "subsequent" violation, with a maximum of $4,000 per employee. *Id.; see* Labor Code § 226(e). Plaintiff's analysis reflected that there were approximately 66 unique employees and approximately 2,274 pay periods worked during the liability period applicable to Plaintiff's wage statement claim. *Id*. Plaintiff, therefore, assumed a penalty rate of $50 per each of the "initial" 66 violations, and a penalty of $100 per each of the 2,208 "subsequent" violations, and calculated Ink Systems' potential wage statement exposure at approximately $224,100 ([66 "initial" violations * $50] + [2,208 "subsequent" violations * $100]). *Id*.; *see also* Labor Code § 226(e).

In light of Ink Systems' arguments that no violations occurred, that employees suffered no "injury," that any alleged violations were not "knowing and intentional," that the wage statements always accurately reflected hours worked and amounts paid to employees, as well as risks associated with Plaintiff's underlying claims discussed above, Plaintiff discounted the maximum exposure by 50% for risk of non-certification, and by an additional 60% for risk of being unsuccessful on the merits, for an estimated realistic exposure of approximately $44,820. Blakely Decl., ¶ 19.

<u>PAGA Penalties</u>: **$17,055**

Plaintiff estimated a maximum total PAGA exposure of approximately $227,400 (2,274 pay periods * $100 "initial" penalty). Blakely Decl., ¶ 20; *Amaral v. Cintas Corp. No. 2*, 163 Cal.App.4th 1157, 1207 (2008) (finding "initial" violation rate applies until employer is notified that it is violating a Labor Code provision). However, these penalties derive from the underlying wage and hour violations discussed above, which Ink Systems disputes vigorously. Blakely Decl., ¶ 20; *see e.g., Green v. Lawrence Service Co.* 2013 WL 3907506, *5, n.5 (C.D. Cal. 2013) (explaining that a PAGA claim's success was determined by the merits of its underlying claims). Ink Systems also asserts that the Court would drastically reduce any award of PAGA penalties as "confiscatory." Blakely Decl., ¶ 20; *see also Thurman v. Bayshore Transit Mgmt., Inc.*, 203 Cal.App.4th 1112, 1135 (2012) (affirming reduction of PAGA penalties); *Fleming v. Covidien*

Inc. (C.D. Cal. 2011) Case No. ED CV10-01487 RGK (OPx), 2011 WL 7563047, at *4 (reducing PAGA penalties from $2.8 million to $500,000). Therefore, Plaintiff discounted the maximum figure by 70% for the risk of losing on the merits and/or not recovering a PAGA penalty for each and every pay period, and an additional 75% to account for the possibility of this Court reducing penalties, to arrive at an estimated exposure of approximately $17,055. Blakely Decl., ¶ 20.

Using these estimated figures for each of the claims described above, Plaintiff predicted that the potential realistic recovery for the Settlement Class would be approximately $437,814. Blakely Decl., ¶ 21. The proposed Settlement of $375,000 represents approximately 85.6% of the reasonably forecasted recovery for the Settlement Class. *Id*. Preliminary approval is appropriate since the Settlement will provide significant monetary relief to the Settlement Class, which is consistent with what Plaintiff's counsel believes could have been recovered had the case proceeded through trial.

e. <u>The Experience and Views of Counsel</u>

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

2. <u>The Preliminary Approval Standard Is Met</u>

At this stage, the Court can grant preliminary approval of the Settlement and direct that notice be given if the proposed Settlement: (1) falls within the range of possible approval; (2)

appears to be the product of serious, informed, and non-collusive negotiations; and (3) has no obvious deficiencies. *See* Manual for Complex Litigation § 30.41(3rd Ed. 1995); 4 Newberg on Class Actions § 11:24-25 (4th Ed. 2013).

a. <u>The Settlement Is Within the Range of Possible Approval</u>

The proposed Settlement reflects approximately 85.6% of the estimated recovery the Settlement Class could reasonably expect in light of the significant litigation risks and will provide tangible, substantial monetary compensation for hotly disputed claims. Indeed, the percentage of the liability exposure recovered in this case far exceeds percentages routinely approved by courts. *See, e.g., Glass v. UBS Finan. Servs.*, Case No. C-06-4068 MMC, 2007 WL 221862, *4 (N.D. Cal. 2007) (approving settlement representing 25% to 35% of potential damages); *Dunleavy v. Nadler*, 213 F.3d 454, 459 (9th Cir. 2000) (approving settlement representing about one-sixth of potential recovery); *Nat'l Rural Telecomm. Coop. v. DirecTV, Inc.*, 221 F.R.D. 523, 527 (C.D. Cal. 2004) ("it is well-settled law that a proposed settlement may be acceptable even though it amounts to only a fraction of the potential recovery that might be available to the Settlement Class members at trial"). Further, the average Settlement Payment of approximately **$2,148** exceeds average payments achieved in other wage and hour class action settlements.[4] Thus, Plaintiff submits that the proposed settlement is within the range of possible

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

approval, such that notice should be provided to the Settlement Class members so that they can consider the Settlement. The Court will have the opportunity to again assess the reasonableness of the Settlement after the Settlement Class members have had the opportunity to opt out or object.

b. The Settlement Resulted from Serious, Informed Negotiations

The Settlement resulted from an exchange of substantial information, arm's-length negotiations by counsel, a full-day mediation before an experienced wage and hour mediator, and additional months of negotiating the long-form settlement agreement. Thus, the Settlement is entitled to an initial presumption of fairness. *See Kullar*, *supra*, 168 Cal.App.4th at 130. As discussed above, Plaintiff carefully vetted the claims at issue and reviewed extensive timekeeping and payroll data and conducted a detailed statistical analysis of the data to arrive at his estimated classwide damages figures. *See* Blakely Decl., ¶¶ 14-21. Thus, this factor supports preliminary approval.

c. The Settlement Is Devoid of Obvious Deficiencies

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

B. THE COURT SHOULD CERTIFY THE SETTLEMENT CLASS

The Settlement Class satisfies the criteria for certification of a settlement class under California law because: (1) the Settlement Class is so numerous that joinder would be impractical; (2) common questions of law and fact predominate over individual questions such that class certification is the most efficient and desirable way to maintain this litigation; (3) Plaintiff's claims are typical of the claims of absent Settlement Class members; and (4) Plaintiff and his counsel will fairly and adequately represent Settlement Class members' interest. *See* Cal. Civ.

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good"); and *Williams v. Centerplate, Inc.*, Case Nos. 11-CV-2159-H-KSC, 12-CV-0008-H-KSC, 2013 WL 4525428 (S.D. Cal. Aug. 26, 2013) (average recovery of approximately $108).

Proc. § 382.

1. The Proposed Class Is Ascertainable and Numerous

A class is "ascertainable" where the members "may be readily identified without unreasonable expense or time by reference to official [or business] records." *See Sevidal v. Target Corp.* 189 Cal.App.4th 905, 916 (2010) (alterations in original). Here, the proposed class is defined as all current and former non-exempt employees who worked for Ink Systems in California during the Class Period. Therefore, Settlement Class members can be identified from Ink Systems' personnel and employment records. Ink Systems represents that the Settlement Class consists of approximately 88 current and former non-exempt employees. *See* Blakely Decl., ¶ 13. It would therefore be impracticable to bring all Settlement Class members before the Court or for each Settlement Class member to bring an individual lawsuit. Thus, the proposed Settlement Class satisfies numerosity. *See, e.g., Bowles v. Sup. Ct.*, 44 Cal.2d 574 (1955) (holding a class representing 10 beneficiaries of a trust sufficiently numerous).

2. Common Issues of Law and Fact Predominate

The focus in a certification dispute is not on the merits but rather on what types of questions, "common or individual," are likely to arise in the Action. *See Sav-On Drug Store, Inc. v. Superior Court (Rocher)* 34 Cal.4th 319, 327 (2004). Plaintiff's claims are predicated on, among other issues, Ink Systems' uniform meal and rest period policies/practices. These types of claims are commonly held to be proper for class certification. *See e.g.*, *Benton v. Telecom Network Specialists, Inc.*, 220 Cal.App.4th 701, 726 (2013) (certifying meal and rest period claims).

3. The Claims of the Named Plaintiff Are Typical

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

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

The adequacy requirement examines conflicts of interest between named parties and the class(es) they seek to represent. *See Capital People First v. State Dept. of Developmental Services* 155 Cal.App.4th 676, 697 (2007). Plaintiff and his counsel will adequately represent the Settlement Class, as there are no conflicts between Plaintiff and the proposed Settlement Class, and Plaintiff possesses claims that are in line with those of the Settlement Class. *See McGhee v. Bank of America* 60 Cal.App.3d 442, 450-51 (1976) (adequacy satisfied where there was no indication that Class Counsel were not qualified and the named plaintiff had no interests antagonistic to those of the proposed class). Class Counsel also have extensive experience in wage and hour class action litigation. *See* Haines Decl., ¶¶ 2-8; Blakely Decl., ¶¶ 2-6.

C. **THE COURT SHOULD ORDER DISTRIBUTION OF THE NOTICE**

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

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

D. <u>THE COURT SHOULD SET A FINAL APPROVAL HEARING</u>

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

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V. **CONCLUSION**

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

Dated: May 12, 2025

Respectfully submitted,
HAINES LAW GROUP, APC

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