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and on behalf of other 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 SANTA CRUZ**

TRAVIS SANFORD, individually, and on behalf
of other similarly situated employees and
aggrieved employees pursuant to the California
Private Attorneys General Act

Plaintiff,

vs.

SANTA CRUZ SEASIDE COMPANY, a
California corporation; and DOES 1 through 25,
inclusive,

Defendants.

Case No.: 23CV01762

*Assigned for all purposes to the Honorable
Syda K. Cogliati, Dept. 5*

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

Date: September 12, 2024
Time: 8:30 a.m.
Dept.: 5

Complaint Filed: July 25, 2023
FAC Filed: August 5, 2024
Trial Date: Not Set

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

2 **PLEASE TAKE NOTICE THAT** on **September 12, 2024** at **8:30 a.m.** in **Department 5** of
3 the above-captioned Court located at 701 Ocean Street, Santa Cruz, California 95060 pursuant to
4 California Code of Civil Procedure section 382 and Rule 3.769 of the California Rules of Court, Plaintiff
5 Travis Sanford (“Plaintiff”) will and hereby does move the Court for an Order granting preliminary
6 approval of the proposed class action and PAGA settlement between Plaintiff and Defendant Santa Cruz
7 Seaside Company (“Defendant”).

8 Plaintiff requests that the Court enter an Order:

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

13 2. Certifying the Class for Settlement purposes;

14 3. Appointing Plaintiff Travis Sanford as the Class Representative for Settlement purposes;

15 4. Appointing Jonathan M. Genish, Karen I. Gold, Ashley H. Cruz, and Marissa A. Mayhood
16 of Blackstone Law, APC as Class Counsel for Settlement purposes;

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

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

21 7. Directing Defendant to furnish, for each Class Member, their full name, last known
22 mailing address, Social Security number, dates worked during the Class Period, and such other
23 information as is necessary for the Settlement Administrator to calculate Workweeks and PAGA
24 Workweeks (if applicable) to the Settlement Administrator within twenty-one (21) calendar days after
25 entry of the order granting preliminary approval of the Settlement;

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

27 9. Setting a Final Approval Hearing.

28 ///

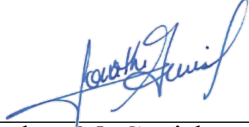
1 Pursuant to California Labor Code section 2699(1)(2) and concurrently with the filing of this
2 Motion, a copy of the Settlement was submitted to the California Labor and Workforce Development
3 Agency (“LWDA”) via online submission through the LWDA’s website. Gold Decl., ¶ 49.

4 This Motion is based upon this Notice, the attached Memorandum of Points and Authorities, the
5 Declaration of Karen I. Gold, the Declaration of Plaintiff Travis Sanford, the pleadings and other records
6 on file with the Court in this matter, and any other further evidence or argument that the Court may
7 properly receive at or before the hearing.

8 Respectfully submitted,

9 Dated: August 19, 2024

BLACKSTONE LAW, APC

10
11 By: 

12 Jonathan M. Genish
13 Karen I. Gold
14 Ashley H. Cruz
15 Marissa A. Mayhood

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

I. INTRODUCTION

Plaintiff Travis Sanford (“Plaintiff”) seeks preliminary approval of the Joint Stipulation of Class Action and PAGA Settlement (“Settlement” or “Settlement Agreement”) entered into between Plaintiff and Defendant Santa Cruz Seaside Company (“Defendant”) (together, with Plaintiff, the “Parties”). Declaration of Karem I. Gold in Support of Plaintiff’s Motion for Preliminary Approval of Class Action and PAGA Settlement (“Gold Decl.”), Ex. 2. The Settlement terms are outlined as follows:

- Class Size: Approximately 5,543 individuals (as of July 19, 2024).
- Gross Settlement Amount: Five Million Nine Hundred Thousand Dollars and Zero Cents (\$5,900,000.00).
- Settlement Administration Costs: Not to exceed Thirty-Five Thousand Dollars and Zero Cents (\$35,000.00), to be paid from the Gross Settlement Amount.
- Enhancement Payment: Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) to Plaintiff Travis Sanford, to be paid from the Gross Settlement Amount.
- PAGA Amount: Three Hundred Thousand Dollars and Zero Cents (\$300,000.00) from the Gross Settlement Amount, 75% of which will be paid to the Labor and Workforce Development Agency (“LWDA”) and the remaining 25% to be paid to the PAGA Employees.
- Attorneys’ Fees and Costs: Attorneys’ fees of one-third (1/3) of the Gross Settlement Amount (\$1,966,666.67 if the Gross Settlement Amount is \$5,900,000.00) plus actual litigation costs and expenses not to exceed Twenty-Three Thousand Dollars and Zero Cents (\$23,000.00), to be paid from the Gross Settlement Amount.
- Estimated Net Settlement Amount: Three Million Five Hundred Sixty-Seven Thousand Eight Hundred Thirty-Three Dollars and Thirty-Three Cents (\$3,567,833.33) to be distributed to Settlement Class Members.

As set forth herein, the Settlement is the product of informed discovery and arms-length negotiations, and provides a fair, adequate, and reasonable recovery for the Class. Plaintiff therefore respectfully requests that the Court grant 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 owns and operates a well-known amusement park and various dining establishments on the historic Santa Cruz Beach Boardwalk. Plaintiff was employed by Defendant as an hourly-paid, non-exempt seasonal Food Service Staff from approximately August 2016 to approximately November 2021. Declaration of Plaintiff Travis Sanford in Support of Motion for Preliminary Approval of Class Action and PAGA Settlement (“Sanford Decl.”), ¶ 2.

On July 25, 2023, Plaintiff filed a Class Action Complaint for Damages in the action entitled *Travis Sanford v. Santa Cruz Seaside Company*, Santa Cruz County Superior Court Case No. 23CV01762 (“Action”), thereby commencing a putative class action against Defendant. Gold Decl., ¶ 10.

On May 13, 2024, the Parties participated in a formal mediation conducted by Louis Marlin, Esq. (“Mediator”), a neutral and respected mediator with extensive experience in complex wage and hour matters. *Id.*, ¶ 11. After a full day of mediation, and with the help of the Mediator, the Parties were able to reach an agreement to resolve this dispute on a class and PAGA basis. *Ibid.*

On July 15, 2024, Plaintiff provided written notice to the LWDA and to Defendant, pursuant to California Labor Code Section 2699.3, of the specific provision of the California Labor Code alleged to have been violated by Defendant (“PAGA Letter”). *Id.*, ¶ 12 & Exh. 1.

On August 5, 2024, Plaintiff filed a First Amended Class Action Complaint for Damages and Enforcement Action Under the Private Attorneys General Act, California Labor Code §§ 2698 Et Seq. (“Operative Complaint”) in the Action, which added a cause of action under PAGA. *Id.*, ¶ 13. The Operative Complaint alleges nine (9) causes of action for violations of the California Labor Code for failure to pay overtime wages, failure to pay minimum wages, failure to provide compliant meal periods and premium payments in lieu thereof, failure to provide compliant rest periods and premiums payments in lieu thereof, failure to provide accurate wage statements, failure to timely pay wages upon termination, and failure to reimburse necessary business expenses, for violations of California Business & Professions Code Section 17200, *et seq.* based on the aforementioned California Labor Code violations, and for civil penalties under PAGA based on the aforementioned California Labor Code violations. *Ibid.*

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On August 16, 2024, the Parties executed the Settlement Agreement. *Id.*, ¶ 14.

III. THE SETTLEMENT TERMS

A. Class Definition

For purposes of settlement only, the Parties have agreed that the Class shall be defined as “all current and former hourly-paid and/or non-exempt employees (including adults and minors under the age of 18) who worked for Defendant in the State of California at any time during the Class Period” (“Class Members” or “Class”). Gold Decl., ¶ 15; Settlement Agreement, ¶ 6(b). The Class Period is defined as the period from July 25, 2019 through August 11, 2024. Gold Decl., ¶ 15; Settlement Agreement, ¶ 6(f). Based on information provided by Defendant, as of July 19, 2024, it is estimated that there are a total of five thousand five hundred and forty-three (5,543) Class Members. Gold Decl., ¶ 15.

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 Five Million Nine Hundred Thousand Dollars and Zero Cents (\$5,900,000.00), exclusive of employer-side payroll taxes. Gold Decl., ¶ 16; Settlement Agreement, ¶ 6(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., ¶ 16; Settlement Agreement, ¶ 6(p). The Gross Settlement Amount includes: (1) Class Counsel’s fees in the amount of one-third (1/3) of the Gross Settlement Amount (i.e., \$1,966,666.67 if the Gross Settlement Amount is \$5,900,000.00); (2) Class Counsel’s actual litigation costs and expenses, not to exceed Twenty-Three Thousand Dollars and Zero Cents (\$23,000.00); (3) Settlement Administration Costs, not to exceed Thirty-Five Thousand Dollars and Zero Cents (\$35,000.00); (4) Enhancement Payment in the amount of Seven Thousand Five Dollars and Zero Cents (\$7,500.00); and (5) PAGA Amount in the amount of Three Hundred Thousand Dollars and Zero Cents (\$300,000.00). Gold Decl., ¶ 16; Settlement Agreement, ¶¶ 6(p), 9, 10, 11, and 12. After the above-estimated amounts are deducted from the Gross Settlement Amount, the Net Settlement Amount that will be available for Class Members is currently estimated to be Three Million Five Hundred Sixty-Seven Thousand Eight Hundred Thirty-Three Dollars and Thirty-Three Cents (\$3,567,833.33). Gold Decl., ¶

16. Additionally, 25% of the PAGA Amount (“PAGA Employee Amount”), which is \$75,000.00 out of \$300,000.00 will be fully distributed to all current and former hourly-paid and/or non-exempt employees (including adults and minors under the age of 18) who worked for Defendant in the State of California at any time during the PAGA Period (“PAGA Employees”). Gold Decl., ¶ 16; Settlement Agreement, ¶¶ 6(w) and 11. The “PAGA Period” is defined as the period from July 15, 2023 through August 11, 2024. Gold Decl., ¶ 16; Settlement Agreement, ¶ 6(z).

Based on information from Defendant, it is estimated that the Class Members worked a total of 178,211 workweeks during the period from July 25, 2019 to May 13, 2024. Gold Decl., ¶ 17; Settlement Agreement, ¶ 13. If it is determined by the Settlement Administrator that the total number of Workweeks worked by the Class Members during the Class Period actually exceeds 178,211 by more than 10% (i.e., by more than 196,032 Workweeks), then the Gross Settlement Amount will be increased on a *pro rata* basis equal to the percentage increase in the number of Workweeks worked by the Class Members above 10%. For example, if the number of Workweeks increases by 11% to 197,814 Workweeks, then the Gross Settlement Amount will increase by 1%. Gold Decl., ¶ 17; Settlement Agreement, ¶ 13. Alternatively, if it is determined by the Settlement Administrator that the total number of Workweeks worked by the Class Members during the Class Period actually exceeds 178,211 by more than 10% (i.e., by more than 196,032 Workweeks), then Defendant may elect to shorten the Class Period and PAGA Period to the date that 196,032 Workweeks is reached but not exceeded. Gold Decl., ¶ 17; Settlement Agreement, ¶ 13.

The Net Settlement Amount will be distributed and paid to all Class Members who do not submit a timely and valid Request for Exclusion (“Settlement Class 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 employee in California during the Class Period (“Workweeks”). Gold Decl., ¶18; Settlement Agreement, ¶¶ 6(ll) and 6(mm). The *pro rata* share of the Net Settlement Amount that a Class Member may be eligible to receive under the Class Settlement (“Individual Settlement Share”) will be calculated by the Settlement Administrator, in accordance with the Settlement Agreement. Gold Decl., ¶18; Settlement Agreement, ¶¶ 6(s) and 14.

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1 The PAGA Employee Amount will be distributed and paid to all PAGA Employees on a *pro rata*
2 basis based on the number of weeks each PAGA Employee worked for Defendant as an hourly-paid
3 and/or non-exempt employee in California during the PAGA Period (“PAGA Workweeks”). Gold Decl.,
4 ¶ 19; Settlement Agreement, ¶¶ 6(bb) and 11. The *pro rata* share of the PAGA Employee Amount that
5 a PAGA Employee may be eligible to receive under the PAGA Settlement (“Individual PAGA Payment”)
6 will be calculated by the Settlement Administrator, in accordance with the Settlement Agreement. Gold
7 Decl., ¶ 19; Settlement Agreement, ¶¶ 6(q) and 15.

8 Each Individual Settlement Share will be allocated as twenty percent (20%) wages and eighty
9 percent (80%) penalties, interest, and non-wage damages. Gold Decl., ¶ 20; Settlement Agreement, ¶ 16.
10 The portion allocated to wages will be reported on an IRS Form W-2 and the portions allocated to
11 penalties, interest, and non-wage damages will be reported on an IRS Form 1099 (if applicable) by the
12 Settlement Administrator. Gold Decl., ¶ 20; Settlement Agreement, ¶ 16. The Settlement Administrator
13 will withhold the employee’s share of taxes and withholdings with respect to the wages portion of the
14 Individual Settlement Shares, and issue checks to Settlement Class Members for their net payment of
15 their Individual Settlement Share (“Individual Settlement Payment”). Gold Decl., ¶ 20; Settlement
16 Agreement, ¶¶ 6(r) and 16. The employer’s share of taxes and contributions in connection with the wages
17 portion of Individual Settlement Shares will be paid by Defendant separately and in addition to the Gross
18 Settlement Amount. Gold Decl., ¶ 20; Settlement Agreement, ¶¶ 6(p) and 16. Each Individual PAGA
19 Payment will be allocated as one hundred percent (100%) penalties and will be reported on an IRS Form
20 1099 (if applicable) by the Settlement Administrator. Gold Decl., ¶ 20; Settlement Agreement, ¶ 16.

21 The Settlement Agreement is a non-reversionary and non-claims made settlement. Gold Decl., ¶
22 21; Settlement Agreement, ¶¶ 6(p) and 34. The Net Settlement Amount will be fully distributed to
23 Settlement Class Members and the PAGA Amount will be fully distributed to the LWDA and PAGA
24 Employees, in accordance with the Settlement Agreement. Gold Decl., ¶ 21; Settlement Agreement, ¶¶
25 14 and 15. No money will revert to Defendant. Gold Decl., ¶ 21; Settlement Agreement, ¶ 6(p).

26 Each Individual Settlement Payment and Individual PAGA Payment check will be valid and
27 negotiable for one hundred and eighty (180) calendar days from the date the checks are issued, and
28 thereafter, shall be canceled. Gold Decl., ¶ 22; Settlement Agreement, ¶ 34. Any funds associated with

1 such canceled checks will be distributed by the Settlement Administrator to the State of California's
2 Unclaimed Property Division in the name of the Settlement Class Member and/or PAGA Employee.
3 Gold Decl., ¶ 22; Settlement Agreement, ¶ 34. The Parties agree that this disposition results in no "unpaid
4 residue" under California Civil Procedure Code § 384, as the entire Net Settlement Amount will be paid
5 out to Settlement Class Members, whether or not they cash their settlement checks. Gold Decl., ¶ 22;
6 Settlement Agreement, ¶ 34.

7 **D. Released Claims**

8 Upon the full funding of the Gross Settlement Amount, Plaintiff and all Settlement Class
9 Members will be deemed to have fully, finally, and forever released, settled, compromised, relinquished,
10 and discharged the Released Parties of all Released Class Claims. Settlement Agreement, ¶ 35.

11 Upon the full funding of the Gross Settlement Amount, Plaintiff, the State of California with
12 respect to all PAGA Employees, and all PAGA Employees will be deemed to have fully, finally, and
13 forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released
14 PAGA Claims. *Id.*, ¶ 36.

15 "Released Class Claims" means any and all claims, debts, liabilities, demands, obligations,
16 guarantees, costs, expenses, attorneys' fees, damages, or causes of action which were alleged or which
17 could have been alleged based on the factual allegations in the Operative Complaint, arising during the
18 Class Period, under any federal, state, or local law, and shall specifically include claims for Defendant's
19 alleged failure to pay overtime and minimum wages, provide compliant meal and rest periods and
20 associated premium payments, provide accurate wage statements, timely pay wages upon termination,
21 and reimburse necessary business-related expenses in violation of California Labor Code Sections 201,
22 202, 203, 226(a), 226.7, 510, 512, 1194, 1197, 1197.1, 1198, 2800, and 2802, and the applicable Industrial
23 Welfare Commission Wage Order and California Business and Professions Code sections 17200, *et seq.*
24 *Id.*, ¶ 6 (ee).

25 "Released PAGA Claims" means any and all claims arising from any of the factual allegations in
26 the PAGA Letter, arising during the PAGA Period, for civil penalties under the Private Attorneys General
27 Act of 2004, California Labor Code Sections 2698 *et seq.*, including all claims for attorneys' fees and
28 costs related thereto, for Defendant's alleged failure to pay overtime and minimum wages, provide

compliant meal and rest periods and associated premium payments, timely pay wages during employment and upon termination, provide complaint wage statements, maintain complete and accurate payroll records, and reimburse necessary business-related expenses in violation of California Labor Code Sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802, and the applicable Industrial Welfare Commission Wage Order. *Id.*, ¶ 6 (ff).

“Released Parties” means Defendant and its current and former officers, directors, members, insurers, shareholders, subsidiaries, affiliates, predecessors, successors, and assigns. *Id.*, ¶ 6 (gg).

IV. STANDARD OF REVIEW FOR PRELIMINARY APPROVAL

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

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

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

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

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

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

10 California courts recognize that “a presumption of fairness exists where . . . [a] settlement is
11 reached through arm's-length bargaining.” *Wershba*, 91 Cal.App.4th at 245; *see also Clark v. Am.*
12 *Residential Servs. LLC*, 175 Cal.App.4th 785, 799 (2009). Here, the Parties' settlement negotiations
13 were at all times made at arm's-length and were adversarial. Gold Decl., ¶ 23. The Settlement was
14 reached after completing a full day of mediation with a highly respected mediator with substantial
15 experience mediating wage and hour cases. *Ibid.* At all times, Plaintiff was willing and prepared to
16 litigate this matter through class certification and trial if the Parties had been unable to reach a favorable
17 resolution. *Id.*, ¶ 46.

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

19 Courts typically assess the status of discovery in determining whether a class action settlement
20 agreement is fair, reasonable, and adequate. *Dunk*, 48 Cal.App.4th at 1801. Prior to mediation,
21 Defendant produced putative class members' time and pay data, as well as Defendant's employee
22 handbook, relevant wage and hour policies, and information to determine the total number of putative
23 class members, the number of current versus former employees, the total workweeks worked by the
24 putative class members, and the average rate of pay for the putative class members. Gold Decl., ¶ 24.

25 This allowed Plaintiff's counsel to conduct an informed assessment and analysis of the strengths
26 and weaknesses of the claims and the potential class-wide damages. *Id.*, ¶ 25. Based on information
27 exchanged, the Parties extensively briefed issues regarding class certification and liability and provided
28 their analyses to the Mediator who helped the Parties debate the strengths and weakness of their respective

positions. *Id.*, ¶ 26. Additionally, settlement negotiations were conducted by highly capable and experienced counsel. Gold Decl., ¶¶ 2-9 and 45. Accordingly, Class Counsel had sufficient information and experience to act intelligently in negotiating the Settlement.

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

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

Here, the reasonableness of the Settlement is underscored by the fact that Defendant has legal and factual grounds for defending the Action. Based upon Class Counsel’s experience litigating similar complex matters, Plaintiff reasonably expected a vigorous and lengthy defense to both class certification and the merits of the Action absent a settlement. Gold Decl., ¶¶ 28-29.

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

Class Counsel analyzed all available data and estimated Defendant’s maximum potential exposure to be approximately \$33,740,743, assuming the litigation was successful at trial on all claims at issue and every employee had a violation for each claim on every shift worked, and then reduced this exposure analysis based on the challenges facing the likelihood of obtaining class certification, prevailing at trial, and other attendant risks. *Id.*, ¶ 27. This estimate is based off an estimated maximum liability for all claims at issue and the total aggregate workweeks during the relevant time period, less interest, and based on the analysis of the data which was extrapolated out for all Class Members across the entire putative class period, which included: \$6,272,900 for meal period violations less meal period premiums paid; \$2,943,864 for rest period violations; \$3,660,478 for unpaid off-the-clock work; \$192,322 for unpaid overtime wages at the required regular rate of pay; \$17,136,029 for waiting time penalties; and

1 \$3,535,150 in wage statement penalties. Ibid. Plaintiff further estimated that Defendant faced an
2 additional exposure of \$3,348,800 in potential, non-stacked (i.e., one penalty, per employee, per pay
3 period during the PAGA statutory period) PAGA penalties. Ibid. Together with the PAGA penalties,
4 Defendant's maximum potential exposure totaled \$37,089,543 in damages. Ibid.

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

6 While Plaintiff believes that Defendant faced significant exposure, substantial barriers to a
7 recovery existed. Defendant contended that Plaintiff's claims are not suitable for class certification
8 because individual issues and affirmative defenses would predominate should this case go to trial. Gold
9 Decl., ¶ 30; *See Brinker Restaurant Corp. v. Superior Court*, 53 Cal.4th 1004 (2012); *Duran v. U.S. Bank*
10 *Nat. Assn.*, 59 Cal.4th 1, 35-36 (2014); *Wal-Mart Stores, Inc. v. Dukes*, 131 S.Ct. 2541, 2551 (2011).
11 While Plaintiff and Class Counsel disagree with Defendant's predictions, they also recognize that there
12 is a significant risk that the Court may deny class certification. Gold Decl., ¶ 30; *see also, Findings of*
13 *the Study of California Class Action Litigation*, 2000-2006, available at
14 <http://www.courts.ca.gov/documents/class-action-lit-study.pdf> (finding that only 21.4% of all class
15 actions were certified either as part of a settlement or as part of a contested certification motion)).

16 *i. Meal Periods*

17 Plaintiff's meal period claims assert that Defendant failed to provide lawful meal periods.
18 Plaintiff's theory of liability for meal period violations was based on allegations that Defendant's
19 practices failed to allow Class Members to take meal breaks in the manner required under California law.
20 Gold Decl., ¶ 31; *See Bradley v. Networkers Int'l, LLC*, 211 Cal.App.4th 1129, 1150 (2012) (holding that
21 "the lack of a meal/rest break policy and uniform failure to authorize such breaks are matters of common
22 proof."). Plaintiff's analysis of the time data revealed that in 55.5% of all shifts there was at least one
23 unique meal period violation. Gold Decl., ¶ 31.

24 Defendant contended that its policies and practices at all times during the Class Period were
25 lawful. *Id.*, ¶ 32. Additionally, Defendant claimed that Plaintiff's estimated meal break violations may
26 be inflated because some Class Members signed a meal period waiver during their on-boarding. Ibid.
27 Defendant further argued that the rate of purported meal period violations reflected in the data would
28 require individualized inquiry and that such inquiry would prohibit a class from being certified. Ibid.

1 Additionally, the records showed that Defendant had paid meal premiums for 7% of the recorded meal
2 break violations. Ibid.

3 *ii. Rest Periods*

4 Plaintiff argued that Defendant failed to schedule, permit, or authorize compliant rest periods.
5 Plaintiff alleged that Plaintiff and other Class Members were unable to take their rest breaks because of
6 their heavy workloads. *Id.*, ¶ 33. Plaintiff reported that if he was able to take a rest break, they were
7 frequently interrupted by supervisors, coworkers, and/or customers. Ibid. Plaintiff's damages analysis
8 on this claim was based on an alleged 20% violation rate. Ibid.

9 As with the meal period allegations, Defendant contended that it had a lawful written rest period
10 policy, provided compliant rest breaks, and relieved Class Members of all duties as required under
11 California law. *Id.*, ¶ 34. Defendant also claimed that given the lack of records demonstrating rest period
12 violations, there were legitimate concerns in certifying these claims. Ibid.

13 *iii. Off-The-Clock Work*

14 Plaintiff minimum and overtime wages claims were largely based on unrecorded, off-the-clock
15 work performed by the Class Members both before and after their shifts and during purported meal and
16 rest periods. *Id.*, ¶ 35. For example, Class Members were required to perform pre-shift Covid-19 security
17 checks at Defendant's neighboring hotel, but were not compensated for the time it took them to walk to
18 the hotel, undergo the Covid checks, and return to their stations, which took approximately 10-15 minutes
19 per day. Ibid. Defendant claimed that the individualized nature of why this work was performed and the
20 individualized nature of damages presented substantial concerns regarding the manageability of the case
21 and the risk the Court could find these issues prevented certification. Ibid. The estimated damages for
22 this claim were based on an assumption that all Class Members worked off the clock for at least one hour
23 per week. Ibid.

24 *iv. Derivative Claims*

25 As with all derivative claims, success depends on the success of the underlying claims. *Id.*, ¶ 36.
26 Here, Plaintiff's claims for inaccurate wage statements and failure to pay all wages due upon termination
27 would only succeed if the underlying claims for failure to pay wages for off-the-clock work, failure to
28 pay overtime, and failure to pay premiums for all meal and rest periods not lawfully provided were

1 successful. Ibid. Therefore, these claims were subject to the same risks of failure as discussed above.
2 Ibid. Also, even if Plaintiff prevailed on his underlying claims, he would still be required to demonstrate
3 that Defendant's violations of California Labor Code section 203 were *willful* violations. Gold Decl., ¶
4 36; *See, e.g., Choate v. Celite Corp.*, 215 Cal App. 4th 1460, 1468 (2013) (holding that "an employer's
5 reasonable, good faith belief that wages are not owed may negate a finding of willfulness"). Wage
6 statement claims have also seen varying treatment at the appellate level because such claims have an
7 element of discretion attached to them rather than a pure calculation of damages after liability is proven.
8 Gold Decl. ¶ 36; *Jaimez v. DAIOHS USA, Inc.*, 181 Cal.App.4th 1286 (2010) with *Price v. Starbucks*
9 *Corp.*, 192 Cal.App.4th 1136 (2011)). Accordingly, these derivative claims, which comprised a
10 substantial portion of Defendant's estimated liability, were therefore uncertain. Gold Decl. ¶ 36.

11 Class Counsel also recognized that, even if Plaintiff prevailed at class certification, proving the
12 amount of wages due to Class Members would be an expensive, time-consuming, and uncertain
13 proposition. *Id.*, ¶ 37. In order to prove liability and damages, Class Counsel will need to request and
14 analyze thousands of pages of documents, obtain the Class Members' contact information, contact them,
15 and obtain their declarations at great expense. Ibid. Obtaining the cooperation of current employees
16 would also be difficult, given the likely reluctance to aid prosecution of a lawsuit against a current
17 employer. Ibid. On the other hand, Defendant would likely be able to obtain the cooperation of their
18 employees. Ibid. Moreover, even if Plaintiff prevailed at class certification and trial, possible appeals
19 would substantially delay any recovery by the Class. Ibid.

20 Therefore, taking into account how each of the above risks potentially effected Plaintiff's ability
21 to obtain class certification, thereafter prove the underlying violations, and the cost and delay in
22 recovering the alleged potential damages, Class Counsel discounted Defendant's estimated liability by
23 70% to \$11,126,863. *Id.*, ¶ 38. The merits-based risk factors further reduced Defendant's estimated
24 liability by an additional 40%. Ibid. This resulted in an adjusted estimated liability of \$6,676,118. Ibid.
25 In light thereof, the settlement amount of \$5,900,000.00 is a significant settlement. Ibid.

26 Class Counsel also contemplated the risks of proceeding with the PAGA action and potential
27 liability Defendant could face from this claim as part of the global resolution. *Id.*, ¶ 39. Existing case
28 law makes PAGA claims subject to the same defenses and risks as Plaintiff's underlying wage claims.

1 Gold Decl., ¶ 39; see, *Elliot v. Spherion Pac. Work, LLC*, 572 F.Supp.2d 1169, 1181-82 (C.D. Cal. 2008)
2 (“Plaintiff’s claim under [PAGA] is wholly dependent upon her other claims. Because all of Plaintiff’s
3 other claims fail as a matter of law, so does her PAGA claim”). Class Counsel anticipated that even if
4 successful on the merits at trial, the imposition of cumulative civil penalties based on the alleged wage
5 and hour violations could be considered unjust, arbitrary and oppressive, or confiscatory, and that
6 Defendant would argue that it made a good faith attempt to comply with its legal obligations warranting
7 a reduction in penalties. *Id.*, ¶ 39. Class Counsel also anticipated Defendant would argue that it made a
8 good faith attempt to comply with its legal obligations and that the violations per pay period were low,
9 warranting an additional reduction in civil penalties. *Ibid.* Finally, Class Counsel was also mindful of
10 the fact that PAGA is fundamentally not intended to be compensatory in nature, but is instead intended
11 to facilitate enforcement of California’s labor laws by financing state activities and educating and
12 deterring non-compliance. *Ibid.*

13 Therefore, after considering this multitude of factors, Plaintiff and Class Counsel concluded that
14 it was in the best interest of the State of California and the PAGA Employees to enter into the Settlement,
15 and to allocate Three Hundred Thousand Dollars and Zero Cents (\$300,000.00) of the Gross Settlement
16 Amount towards the PAGA claim, which represents approximately 5.08% of the Gross Settlement
17 Amount. *Id.*, ¶40. This percentage of the settlement is well within the range of wage and hour settlements
18 regularly approved in both state and federal court for cases that include both a class and PAGA action.
19 *Ibid.* Typically, such hybrid cases allocate only 1% of the gross settlement value to resolve PAGA claims,
20 and, indeed, settlements allocations as little as 0.22% of the gross settlement amount have been approved
21 as reasonable by courts. *Ibid.* Moreover, the overall relief obtained by the Settlement is significant, not
22 only from a monetary perspective, but also because it fulfills the public policy objectives of PAGA—to
23 promote enforcement of California’s labor laws, provide funds to the state, and deter future non-
24 compliance by the employer. *Ibid.*

25 The Settlement is in the best interest of the Class Members, the PAGA Employees, and the State
26 of California and is within the accepted range of recoveries for this type of litigation given the inherent
27 risk of litigation, the risk of obtaining and maintaining class certification, and the costs of further
28 litigation. *Id.*, ¶ 41.

1 **VI. CERTIFICATION FOR SETTLEMENT PURPOSES IS WARRANTED**

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

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

12 Whether an ascertainable class exists turns on three factors: (1) the class definition, (2) the size of
13 the class, and (3) the means of identifying the class members. *See Miller v. Woods*, 148 Cal.App.3d 862,
14 873 (1983). In this case, all three considerations strongly favor class certification. Here, the Class is
15 defined as “all current and former hourly-paid and/or non-exempt employees (including adults and
16 minors the age of 18) who worked for Defendant in the State of California at any time during the Class
17 Period.” Gold Decl., ¶ 15; Settlement Agreement, ¶ 6(b). This provides a clear and definite scope for
18 the proposed class.

19 Next, the Class is sufficiently numerous. There is no magic number that satisfies the numerosity
20 requirement. Courts have certified classes with as few as ten or twenty-eight class members. *Rose v.*
21 *City of Hayward*, 126 Cal.App.3d 926, 934 (1981); *Bowles v. Superior Court*, 44 Cal. 2d 574 (1995);
22 *Hebbard v. Colgrove*, 28 Cal.App.3d 1017, 1030 (1972). Here, the estimated Class size of five thousand
23 five hundred and forty-three (5,543) individuals (as of July 19, 2024) meets the numerosity requirement.
24 Gold Decl., ¶ 15.

25 Finally, the question of whether class members are easily identifiable turns on whether a plaintiff
26 can establish “the existence of an ascertainable class.” *Daar v. Yellow Cab Co.*, 67 Cal.2d 695 at 706
27 (1967). The existence of an ascertainable class in this case can be established through Defendant’s payroll
28 records, and the Class definition is sufficiently specific to enable the Parties, Class Members, and the

1 Court to determine the parameters of the Class. *See Clothesrigger, Inc. v. GTE Corp.*, 191 Cal.App.3d
2 605, 617 (1987).

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

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

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

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

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

28 ///

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

5 Finally, the question of adequacy of representation "depends on whether the plaintiff's attorney
6 qualifies to conduct the proposed litigation in the plaintiff's interest or not antagonistic to the interests of
7 the class." *McGee v. Bank of America*, 60 Cal.App.3d 442, 450 (1976). Here, these considerations are
8 satisfied. Class Counsel is well-regarded and is qualified and experienced in employment-related, class-
9 action litigation. Gold Decl., ¶¶ 2-9 and 45. Plaintiff will vigorously, adequately, and fairly represent
10 the interests of the Class. Plaintiff has, at all times, throughout the course of the litigation considered the
11 interests of the Class and understood that he must take steps to adequately represent the Class and their
12 interests. Sanford Decl., ¶ 10. Because Plaintiff's claims are typical of other Class Members and are not
13 based on unique circumstances, there is no antagonism between the interests of Plaintiff and the Class.

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

15 Under the circumstances, proceeding as a class action is a superior means of resolving this dispute,
16 as the Class Members and the Court will derive substantial benefits. Class certification would serve as
17 the only means to deter and redress the alleged violations. *See Linder v. Thrifty Oil Co.*, 23 Cal.4th 429,
18 434 (2000) (relevant considerations include the probability that each class member will come forward to
19 prove his or her separate claim and whether the class approach would actually serve to deter and redress
20 the alleged wrongdoing). Further, individual actions arising out of the same operative facts would unduly
21 burden the courts and could result in inconsistent results. Therefore, class action proceedings are superior
22 to individual litigation.

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

24 Plaintiffs in class action lawsuits are eligible for reasonable incentive payments as compensation
25 "for the expense or risk they have incurred in conferring a benefit on other members of the class." *Munoz*
26 *v. BCI Coca-Cola Bottling Co.*, 186 Cal.App.4th 399, 412 (2010). Courts routinely grant approval of
27 class action settlement agreements containing enhancements for the class representative, which are
28 necessary to provide incentive to represent the class and are appropriate given the benefit the class

representatives help to bring about for the class. See *In re Online DVD Rental*, 779 F.3d 934, 947-948 (9th Cir. 2014) (approving incentive award 417 times larger than individual payments where incentive award made up a mere .17% of the settlement); *Gaudin v. Saxon Mortgage Servs., Inc.*, 2015 WL 7454183, at *10 (N.D. Cal. Nov. 23, 2015) (finding service award of \$15,000 to be “fair and reasonable”).

Plaintiff initiated this litigation on behalf of his former co-workers who will now be entitled to receive payment from the Settlement. Plaintiff invested substantial time and effort into litigation, including his own research, reviewing documents, and extensive discussions with Class Counsel. Sanford Decl., ¶¶ 3-5. Further, the requested amount for Plaintiff is also reasonable given the average award and the benefit gained by other Class Members. For these reasons, Plaintiff requests that an Enhancement Payment of Seven Thousand Five Dollars and Zero Cents (\$7,500.00) to Plaintiff be preliminarily approved by the Court. Gold Decl., ¶ 42; Sanford Decl., ¶ 12.

VIII. THE REQUESTED ATTORNEYS’ FEES AND COSTS ARE REASONABLE

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

Here, the requested attorneys’ fees of one-third (1/3) the Gross Settlement Amount (i.e., \$1,966,666.67 if the Gross Settlement Amount is \$5,900,000.00) is disclosed to Class Members in the proposed Class Notice. Settlement Agreement, Ex. A. The requested fee was freely negotiated, is common in the legal marketplace, and is not opposed by Defendant. The Motion for Final Approval will elaborate on the nature of the legal services provided and will also support Class Counsel’s request for the reimbursement of litigation costs and expenses not to exceed Twenty-Three Thousand Dollars and Zero Cents (\$23,000.00). Gold Decl., ¶¶ 43. The Attorneys’ Fees and Costs that are not ultimately approved by the Court shall instead be included in the Net Settlement Amount to be distributed to Settlement Class Members. Settlement Agreement, ¶ 9.

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

3 The Parties have jointly drafted the Class Notice, which will be mailed to the Class Members.
4 Settlement Agreement, Ex. A. The Class Notice will include information regarding the nature of the
5 Action, a summary of the terms of the Settlement, the Class definition, information on how to object to
6 and/or opt-out of the Class Settlement and to dispute Class Member Workweeks and/or PAGA
7 Workweeks, and the date of the Final Approval Hearing. *Id.* The Class Notice will list each Class
8 Member's total Workweeks and their estimated Individual Settlement Share and each PAGA Employee's
9 total PAGA Workweeks and their estimated Individual PAGA Payment. *Id.*

10 Within twenty-one (21) calendar days after entry of the preliminary approval order, Defendant
11 will provide a list in a formatted readable Microsoft Office Excel spreadsheet to the Settlement
12 Administrator containing the following information for each Class Member: (1) full name; (2) last known
13 mailing address; (3) Social Security number; (4) dates worked for Defendant during the Class Period;
14 and (5) such other information as is necessary for the Settlement Administrator to calculate Workweeks
15 and PAGA Workweeks (if applicable) (collectively referred to as the "Class List"). *Id.*, ¶¶ 6(d) & 23.
16 Within seven (7) calendar days after receiving the Class List, the Settlement Administrator will perform
17 a search based on the National Change of Address Database or any other similar services available, such
18 as provided by Experian, for information to update and correct for any known or identifiable address
19 changes, and will mail a Class Notice in English and Spanish (in the form attached as Exhibit A to this
20 Settlement Agreement) to all Class Members via First-Class U.S. Mail, using the most current, known
21 mailing addresses identified by the Settlement Administrator. *Id.*, ¶ 24(a). The envelope containing the
22 Class Notice will be addressed to "[Name of Class Member] and/or their Parent/Guardian." *Ibid.* The
23 Parties have agreed to use ILYM Group, Inc. as the Settlement Administrator. Gold Decl., ¶47;
24 Settlement Agreement, ¶ 6(jj).

25 In determining whether to approve a settlement of a class action, a trial court has virtually
26 complete discretion as to the manner of giving notice to class members, and review on appeal is governed
27 by the abuse of discretion standard. *See In re Cellphone Fee Termination Cases*, 186 Cal.App.4th 1380
28 (2010). Here, Class Counsel is not aware of an alternative method of providing notice to the Class which

1 would result in a higher likelihood of actual notice. Gold Decl., ¶ 48. The original source of the mailing
2 addresses is from Class Members, who provided the information to Defendant. *Id.*

3 Class Members (and/or the parent or guardian of a Class Member who is under the age of 18) will
4 have forty-five (45) calendar days after the initial mailing of the Class Notice by the Settlement
5 Administrator to submit a Request for Exclusion, Notice of Objection, and/or Workweeks Dispute
6 (“Response Deadline”). Settlement Agreement, ¶ 6(ii).

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

15 Class Members (and/or the parent or guardian of any Class Member under the age of 18) will
16 have an opportunity to dispute the number of Workweeks and/or PAGA Workweeks to which the Class
17 Member has been credited, as reflected in their respective Class Notices, by submitting a timely and valid
18 letter (“Workweeks Dispute”) to the Settlement Administrator, by mail, on or before the Response
19 Deadline. *Id.*, ¶¶ 6(nn) and 25. A Workweeks Dispute must: (a) contain the case name and number of
20 the Action; (b) contain the Class Member’s full name, signature, address, telephone number, and the last
21 four (4) digits of the Class Member’s Social Security number; (c) clearly state that the Class Member
22 disputes the number of Workweeks and/or PAGA Workweeks credited to the Class Member and what
23 the Class Member contends is the correct number; and (d) be returned by mail to the Settlement
24 Administrator at the specified address, postmarked on or before the Response Deadline. *Id.*, ¶ 6(nn).

25 Any Class Member (and/or the parent or guardian of a Class Member under the age of 18) wishing
26 to be excluded from the Class Settlement must submit a timely and valid letter (“Request for Exclusion”)
27 to the Settlement Administrator, by mail, on or before the Response Deadline. *Id.*, ¶¶ 6(hh) & 26. A
28 Request for Exclusion must: (a) contain the case name and number of the Action; (b) contain the Class

Member's full name, signature, address, telephone number, and last four (4) digits of the Class Member's Social Security number; (c) clearly state that the Class Member does not wish to be included in the Class Settlement; and (d) be returned by mail to the Settlement Administrator at the specified address, postmarked on or before the Response Deadline. *Id.*, ¶ 6(hh). Notwithstanding the above, all PAGA Employees will be bound to the PAGA Settlement will be issued their Individual PAGA Payment, irrespective of whether they submit a Request for Exclusion. *Id.*, ¶ 26.

To object to the Class Settlement, a Settlement Class Member (and/or the parent or guardian of a Settlement Class Member under the age of 18) must submit a timely and complete written objection ("Notice of Objection") to the Settlement Administrator, by mail, on or before the Response Deadline. *Id.*, ¶¶ 6(v) & 27. A Notice of Objection must: (a) contain the case name and number of the Action; (b) contain the Settlement Class Member's full name, signature, address, telephone number, and the last four (4) digits of the Settlement Class Member's Social Security number; (c) contain a written statement of all grounds for the objection accompanied by any legal support for such objection; (d) contain copies of any papers, briefs, or other documents upon which the objection is based; and (e) be returned by mail to the Settlement Administrator at the specified address, postmarked on or before the Response Deadline. *Id.*, ¶ 6(v). A Settlement Class Member (and/or the parent or guardian of a Settlement Class Member under the age of 18), individually or through counsel, may also present their objection orally at the Final Approval Hearing, regardless of whether they have submitted a Notice of Objection. *Id.*, ¶ 27.

X. SCHEDULE FOR COMPLETION OF ITEMS PRIOR TO FINAL APPROVAL HEARING

If the Court enters the Order Granting Preliminary Approval of Class Action and PAGA Settlement on September 12, 2024, which is the date of the hearing on Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement, then the following schedule would be in place for all items that must be completed before the final approval hearing:

Event	Estimated Completion Date Per Settlement Agreement
Defendant to Provide Class List to Settlement Administrator	October 3, 2024 -Within 21 calendar days of Preliminary Approval. Gold Decl., Ex. 2, ¶ 23.

Settlement Administrator to Mail Class Notice	October 10, 2024- Within 7 calendar days of Settlement Administrator Receiving the Class List. Gold Decl., Ex. 2, ¶ 24(a).
Response Deadline	November 25, 2024- 45 calendar days of the Class Notice Mailing. Gold Decl., Ex. 2, ¶ 6(ii).
Response Deadline, if Class Notice is Rемаiled	December 10, 2024- 15 calendar days of the Original Response Deadline. Gold Decl., Ex. 2, ¶ 6(ii).
Final Approval Hearing	No Earlier Than January 9, 2025- No earlier than 30 calendar days after the Response Deadline. Gold Decl., Ex. 2, ¶ 31.

Therefore, Plaintiff believes that a final approval hearing date should be set for January 9, 2025 or a date thereafter that is convenient for the Parties.

XI. CONCLUSION

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

Respectfully submitted,

Dated: August 19, 2024

BLACKSTONE LAW, APC

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 aggrieved employees pursuant to the California Private
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