D.LAW, INC.
Emil Davtyan (SBN 299363)
emil@d.law
David Yeremian (SBN 226337)
d.yeremian@d.law
David Keledjian (SBN 309135)
d.keledjian@d.law
Elizabeth Harrier (SBN 319550)
e.harrier@d.law
450 N Brand Blvd., Suite 840
Glendale, CA 91203
Telephone: (818) 962-6465
Facsimile: (818) 962-6469

Attorneys for Plaintiff
PAUL ANTHONY ENRIQUEZ

[Additional Counsel on Next Page]

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF RIVERSIDE

PAUL ANTHONY ENRIQUEZ and GLORIA ZETINA, individually, and on behalf of other members of the general public similarly situated, and as an aggrieved employee and Private Attorney General Plaintiffs, vs. CIRCOR AEROSPACE, INC., a Delaware corporation; and DOES 1 through 50, inclusive, Defendants.	Case No.: CVRI2500760 *Assigned for all purposes to: Hon. Carol A. Greene, Dept. 2* **NOTICE OF MOTION AND MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT** Hearing Date: July 21, 2025 Hearing Time: 8:30 a.m. Dept.: 2 Reservation ID: 955607211855

RYAN CHUMAN, SBN 300695
ryanc@protectionlawgroup.com
ARNEL O. TAN, SBN 272428
arnel@protectionlawgroup.com
JOSEPH MARSHALL, SBN 354066
joe@protectionlawgroup.com
CHRISTINE V. REYES, SBN 346719
christine@protectionlawgroup.com
PROTECTION LAW GROUP, LLP
149 Sheldon Street
El Segundo, California 90245
Telephone: (424) 290-3095
Facsimile: (866) 264-7880

Attorneys for Plaintiff
GLORIA ZETINA

TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE THAT on July 21, 2025 at 8:30 a.m. in Department 2 of the Riverside County Superior Court, located at 4050 Main Street, Riverside, California 92501, pursuant to Code of Civil Procedure § 382 and California Rules of Court 3.769, Plaintiffs Paul Anthony Enriquez and Gloria Zetina (collectively "Plaintiffs") will and hereby do move the Court for an Order granting preliminary approval of the proposed class action and PAGA settlement between Plaintiffs and Defendant Circor Aerospace, Inc. ("Defendant").

Specifically, Plaintiffs request that the Court enter an Order:

1. Preliminarily approving the Joint Stipulation of Class Action and PAGA Settlement ("Settlement" or "Settlement Agreement") attached as **Exhibit 1** to the Declaration of Heather Davis in support of Plaintiffs' Motion for Preliminary Approval ("Davis Decl.");
2. Certifying a Class for settlement purposes;
3. Preliminarily appointing Plaintiffs Paul Anthony Enriquez and Gloria Zetina, as the Class Representatives for settlement purposes;
4. Preliminarily appointing Protection Law Group, LLP and D. Law, Inc. as Class Counsel for settlement purposes;
5. Preliminarily appointing Phoenix Class Action Administration Solutions as the Settlement Administrator;
6. Approving the Notice of Proposed Class Action Settlement ("Class Notice") attached as Exhibit A to the Settlement Agreement to be mailed to the Class;
7. Approving the opt-out and objection procedures provided in the Settlement Agreement set forth in the Class Notice;
8. Directing Defendant to furnish the Class List to the Settlement Administrator within fourteen (14) days after the Court grants preliminary approval of the Settlement;
9. Approving the proposed deadlines for the Settlement Administration; and
10. Setting a date for a hearing on final approval of the proposed settlement.

Pursuant to California Labor Code § 2699(s)(2), a copy of the proposed Joint Stipulation of Class Action and PAGA Settlement, as well as information regarding the preliminary approval hearing on this matter, were submitted to the California Labor Workforce Development Agency via online filing at https://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html on May 29, 2025. *See* Davis Decl. ¶125, Ex. 3.

The Motion is based upon this Notice; the attached memorandum of points and authorities; the Declaration of Heather Davis filed concurrently herewith and exhibits thereto; the Declaration of David Keledjian filed concurrently herewith; the Declaration of Paul Anthony Enriquez filed concurrently herewith; the Declaration of Gloria Zetina filed concurrently herewith; the pleadings and other records on file with the Court in this matter; and any other further evidence or argument that the Court may properly receive at or before the hearing.

Respectfully submitted,

Dated: June 26, 2025

PROTECTION LAW GROUP, LLP

By: ______________________________

Heather Davis
Ryan T. Chuman
Arnel O. Tan
Joseph O. Marshall
Christine V. Reyes
Attorneys for Plaintiff Gloria Zetina

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MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

Plaintiffs Paul Anthony Enriquez and Gloria Zetina, (collectively "Plaintiffs") seek preliminary approval of a Joint Stipulation of Class Action and PAGA Settlement ("Settlement Agreement" or "Settlement") on behalf of all current and former hourly-paid, non-exempt employees of Defendant Circor Aerospace, Inc. ("Defendant") who worked for Defendants within the State of California at any time from October 21, 2020, through the date of preliminary approval of this settlement. Defendant does not oppose this motion. The Settlement terms are outlined as follows:

- Size of the Class: approximately 261 individuals.
- Number of PAGA Members: approximately 168 individuals.
- Gross Settlement Amount: $400,000.00, exclusive of employer-side payroll taxes.
- Settlement Administration Costs: not to exceed $6,990.00.
- Requested Class Representative Enhancement Payments: $5,000.00 each to named Plaintiffs (total of $10,000.00).
- PAGA Payment: $40,000.00, 65% ($26,000) of which will be paid to the California Labor and Workforce Development Agency ("LWDA") with the remaining 35% ($14,000) distributed to PAGA Members.
- Requested Attorney's Fees and Costs: $133,333.00 plus actual litigation costs and expenses not to exceed $30,000.00.
- Net Settlement Amount: approximately $179,677.00 to be distributed to Participating Class Members.

As set forth herein, the Settlement is the product of informed discovery, arms-length negotiations with the assistance of an experienced mediator, and provides a fair, adequate, and reasonable recovery for the Class in light of the relative strength of Plaintiffs' claims, the risk, expense and uncertainty of further litigation, and the benefit conferred by the Settlement. Plaintiffs therefore respectfully request that the Court grant preliminary approval of the proposed Settlement, conditionally certify the Class, approve the Notice to the Class, and set a hearing date for final approval of the settlement, amongst other requested relief.

II. **FACTUAL AND PROCEDURAL BACKGROUND**

The Parties and Proposed Class Representatives

Defendant manufactures valves, pumps, and other highly engineered products and sub-systems used in the energy, aerospace, and industrial process industries with their manufacturing facility located in Corona, California. Plaintiff Paul Anthony Enriquez ("Enriquez") worked for Defendant from approximately June 2014 to June 2024 as a full-time assembler and tester technician. Plaintiff Gloria Zetina ("Zetina") worked for Defendant from approximately November 9, 2015, until July 23, 2024, as an Assembly Technician II. Declaration of Heather Davis in Support of Motion for Preliminary Approval ("Davis Decl.") ¶¶13-15; Declaration of Paul Anthony Enriquez in Support of Motion for Preliminary Approval ("Enriquez Decl.") ¶2; Declaration of Gloria Zetina in Support of Motion for Preliminary Approval ("Zetina Decl.") ¶3.

The Zetina and Enriquez Actions

On October 21, 2024, Plaintiff Zetina filed a putative class action Complaint against Defendant in the Riverside County Superior Court Case No. CVRI2405960 ("*Zetina* Class Action"), alleging eight causes of action for violations of the California Labor Code and California Business and Professions Code. Davis Decl. ¶20.

On December 4, 2024, Defendant filed a Notice of Removal of Civil Action with the United States District Court resulting in the removal of the *Zetina* Action to the United States District Court for the Central District of California Case No. 5:24−cv−02578−KK−DTB. Davis Decl. ¶21.

On December 2, 2024, Plaintiff Enriquez filed a Class Action case in the Riverside County Superior Court, Case No. CVRI2406805, alleging seven causes of action for violations of the California Labor Code and California Business and Professions Code ("*Enriquez* Class Action"). Davis Decl. ¶16. Declaration of David Keledjian ("Keledjian Decl.") ¶3.

Also on December 2, 2024, Plaintiff Enriquez, provided notice to the Labor and Workforce Development Agency ("LWDA") of his intent to seek penalties under the Private Attorneys General Act and provided copies of this letter to Defendant via certified mail. Davis Decl. ¶17, Ex. 2. Keledjian Decl. ¶4, Ex. 1.

On February 7, 2025, following the expiration of the statutory notice period and the LWDA not having indicated that it intended to investigate the violations discussed in the December 2, 2024 notice letter, Plaintiff Enriquez filed a separate Representative Complaint alleging a single cause of action for civil penalties pursuant to the PAGA against Defendant in the Riverside County Superior Court, Case No. CVRI2500760. Davis Decl. ¶18. Keledjian Decl. ¶5.

On January 17, 2025, Defendant filed a Notice of Removal of Civil Action with the United States District Court resulting in the removal of the Enriquez Class Action to the United States District Court for the Central District of California Case No. 5:25-cv-00154-KK-SHK. Davis Decl. ¶19.

The Parties Mediation Efforts of the Enriquez and Zetina Actions and Discovery

On January 21, 2025, Defendant filed Notices of Related Cases in the *Enriquez* Class Action and Zetina Class Action. Davis Decl. ¶22.

Shortly thereafter, the Parties met and conferred and agreed to attend private mediation and informally stay discovery pending the mediation. The Parties agreed to exchange informal discovery and attend mediation in the Action with Kevin Barnes, Esq., a mediator with substantial experience handling wage and hour matters on March 17, 2025. Davis Decl. ¶23. Keledjian Decl. ¶6.

In advance of mediation, Defendant provided Plaintiffs with extensive informal discovery including all relevant policies and handbooks in place during the Class Period, which included all applicable policies relating to meal breaks, rest breaks, timekeeping, the payment of wages and other relevant areas of investigation; Plaintiffs' personnel files; a randomly selected 20% sampling of time and payroll data for the putative class; and figures and information regarding the class size and composition. The randomly-selected 20% sampling included records for putative class members who were employed throughout different time periods during the Class Period, that is representative of the Class. With this data for the Class, Plaintiffs' Counsel and their retained expert were able to perform a comprehensive damages analysis and estimate Defendants' potential violations, liability, and exposure, including, and not limited to, analyzing time and pay data, considering potential meal period violations, potential rest period violations, potential synthetic meal period recordings, potential unpaid and rest period premiums, rounding, overtime and premium payments, etc. This discovery and investigation allowed Plaintiffs' Counsel to perform a comprehensive damages analysis and estimate Defendant's potential liability. Davis Decl. ¶24.

After extensive review of these documents, on March 17, 2025, the Parties attended a full day mediation with Kevin Barnes, Esq. At the mediation, the Parties engaged in intensive settlement discussions during which they debated their respective positions and exchanged views regarding the strengths and weaknesses of the alleged claims. Despite the assistance of the mediator, the parties were unable to reach a resolution at mediation for both the Enriquez and Zetina Actions. Davis Decl. ¶25. Keledjian Decl. ¶8.

The Parties thereafter continued to engage in settlement discussions with the assistance of the mediator and on or about March 27, 2025, the Parties were able to reach a global settlement of the Enriquez and Zetina Actions on a class and representative basis in the amount of $400,000 and executed a Mediation Settlement Term Sheet. Davis Decl. ¶26. Keledjian Decl. ¶8.

Thereafter, the Parties worked diligently to negotiate and memorialize the terms of their settlement agreement in a long form settlement agreement. On May 29, 2025, after further discussions and revisions to the agreement, the Parties entered into a fully executed Joint Stipulation of Class Action and PAGA Settlement. Davis Decl. ¶27, Ex. 1. Keledjian Decl. ¶8.

As an agreed upon term of the Settlement Agreement, the Parties stipulated to permit Plaintiff Enriquez leave to file a First Amended Complaint ("FAC"), adding Plaintiff Zetina as an additional class representative and adding class claims. Davis Decl. ¶28.

On May 23, 2025, Plaintiff filed a Joint Stipulation and [Proposed] Order to allow the FAC adding Plaintiff Zetina as an additional class representative and adding class claims. Davis Decl. ¶29.

Now, Plaintiffs' Counsel hereby submit this Motion for Preliminary Approval of the Parties' Joint Stipulation of Class Action and PAGA Settlement and request that the Court preliminarily approve the settlement and certify a class for settlement purposes. Davis Decl. ¶¶30-31.

On or about May 29, 2025, at the same time this agreement was submitted to the Court, Plaintiffs submitted the Proposed Settlement Agreement to the LWDA. Davis Decl. ¶¶125, Ex. 3.

III. <u>THE SETTLEMENT TERMS</u>

A. Class Definition

For purposes of settlement only, the Parties have agreed that the Class shall be defined as: nonexempt hourly employees who performed work Defendant in the state of California at any time between October 21, 2020, through the date of preliminary approval. *See* Davis Decl. ¶32, Ex. 1 – Settlement Agreement ¶¶6, 7. The Class Period and release of claims covers the time period from October 21, 2020, through the date preliminary approval ("Class Period"). Davis Decl. ¶32, Ex. 1 – Settlement Agreement ¶¶ 7, 28, 66. The proposed settlement also includes the settlement of PAGA claims. PAGA Members include all current and former non-exempt hourly employees who performed work in California for Defendant at any time from December 2, 2023 , through the date of preliminary approval by the Court. Davis Decl. ¶33, Ex. 1 – Settlement Agreement ¶¶20-21. The proposed Class consists of approximately 261 Class Members, which includes approximately 168 PAGA Members. Davis Decl. ¶34.

B. Amount of Settlement

The Parties have agreed to settle the Class and PAGA claims at issue in the Action for a non-reversionary Gross Settlement Amount of $400,000.00. Davis Decl. ¶35, Ex. 1 – Settlement Agreement ¶¶14, 38. Keledjian Decl., Summary of Settlement, ¶1.

C. Allocation of the Gross Settlement Amount

The Gross Settlement Amount is a Common Fund and therefore, includes all requested costs, fees, and other allocations. As stated above, the Gross Settlement Amount includes: (1) attorneys' fees in the amount of one-third (1/3) of the Gross Settlement Amount, equaling $133,333.00; (2) litigation costs, not to exceed $30,000.00; (3) settlement administrator costs not to exceed $6,990.00; (4) class representative incentive payments to named Plaintiffs in the amount of $5,000.00 each (total of $10,000.00 for the 2 Plaintiffs); and (5) PAGA Payment of $40,000.00, 65% of which shall be distributed to the LWDA and 35% of which will be distributed to PAGA Members. Davis Decl. ¶36, Ex. 1 – Settlement Agreement ¶¶ 4, 14, 19, 35, 38, 41-46. Keledjian Decl., Summary of Settlement, ¶1.

After the above-estimated amounts are deducted from the Gross Settlement Amount, the Net Settlement Amount of approximately $179,677.00 shall be distributed and paid to the Participating Class Members. Davis Decl. ¶37, Ex. 1 – Settlement Agreement ¶¶46, 47(a). The Net Settlement Amount will be distributed and paid to Participating Class Members on a *pro-rata* basis based on the number of weeks worked during the Class Period. Davis Decl. ¶37, Ex. 1 – Settlement Agreement

¶¶46, 47(a). In addition, PAGA Members will receive a *pro-rata* share of the 35% portion of the PAGA Payment allocated for aggrieved employees. Davis Decl. ¶38, Ex. 1 – Settlement Agreement ¶¶45, 47(b). The amount received by each class member will vary based on the weeks worked during the class period but will provide Participating Class Members an average payment of approximately $688.42. The highest payment from the class portion of the settlement is estimated to be approximately $1,481.33 and the lowest payment to a class member would be approximately $6.61. On average, PAGA Members will receive an additional $83.33 from the 35% portion of the PAGA payment allocated for distribution to the aggrieved employees. Davis Decl. ¶¶39-41.

The Class Portion of all Individual Settlement Payments shall be allocated as twenty percent (20%) wages, and eighty percent (80%) interest and penalties. Any payment a PAGA Member receives with their share of the 25% of the PAGA Payment allocated for distribution to the aggrieved employees shall be reported as 100% penalties. The portion of the Individual Settlement Payment allocated to wages will be reported by the Settlement Administrator on an IRS Form W-2. The remaining non-wage payments will be reported on an IRS Form-1099 by the Settlement Administrator." Davis Decl. ¶¶42-44, Ex. 1 – Settlement Agreement ¶¶47(c). Defendant shall be responsible for all employer-side payroll taxes on the wage portion of each settlement payment. Davis Davis Decl. ¶45, Ex. 1 – Settlement Agreement ¶¶38, 40. The proposed Agreement is a non-reversionary, non-claims made settlement. All money from the Net Settlement Amount will be distributed to the Class Members. No money from the Settlement will revert to Defendants. Davis Davis Decl. ¶46, Ex. 1 – Settlement Agreement ¶¶ 14, 38.

The Parties have agreed that any residue from Individual Settlement Payment Checks that remain uncashed after 180 calendar days shall be distributed to the Controller of the State of California to be held pursuant to the Unclaimed Property Law, California Civil Code §1500, et. seq. for the benefit of those Participating Class Members and PAGA Members who did not cash their checks until such time that they claim their property. Davis Decl. ¶47, Ex. 1 – Settlement Agreement ¶61.

D. Revised Release of Class Wage and Hour Claims and PAGA Claims

Upon the complete funding of the Gross Settlement Amount and all applicable employer-side payroll taxes by Defendant, Participating Class Members who do not submit a timely request for exclusion will release the "Released Parties" from the "Released Class Claims" that arose during the "Class Period." Davis Decl. ¶48, Ex. 1 – Settlement Agreement ¶¶23, 66.

The "Released Parties" is defined as Defendant CIRCOR Aerospace, Inc. and its past, present, and/or future related entities, parents, subsidiaries and affiliates, and each of their respective members, owners, partners, shareholders, officers, directors, managing agents, supervisors, employees, agents, attorneys, insurers, successors and assigns. Davis Decl. ¶49, Ex. 1 – Settlement Agreement ¶30.

The "Released Class Claims" include all claims, rights, demands, liabilities and causes of actions that are alleged, or that reasonably could have been alleged, based on the facts asserted in the operative complaint in the Action, including, but not limited to the following claims: (i) any and all federal (including FLSA), state, local and common law claims for unpaid wages and overtime compensation (including, but not limited to any claims based on alleged improper rounding or working "off-the-clock"); (ii) unpaid minimum wages (including but not limited to any claims based on arriving to or departing from work or passing through security, COVID-19, or other lines); (iii) failure to provide rest periods or compensation in lieu thereof; (iv) failure to provide meal periods or compensation in lieu thereof; (v) failure to pay wages timely at time of termination or resignation; (vi) failure to timely pay wages during employment; (vii) statutory penalties (including but not limited to penalties based on alleged wage statement and/or payroll record violations); (viii) failure to reimburse necessary business expenses; and (ix) unfair business practices. Specifically excluded from the Released Class Claims are claims that cannot be waived as a matter of law, including claims for workers' compensation and unemployment insurance benefits. The release of these claims is limited to the Class Period defined as October 21, 2020, through the date of preliminary approval of this settlement. Davis Decl. ¶50, Ex. 1 – Settlement Agreement ¶¶7, 28, 66.

The Parties have also entered into a separate release for the settlement of claims arising under the Private Attorneys General Act. Upon the complete funding of the Gross Settlement Amount and all applicable employer-side payroll taxes by Defendant, the LWDA and the State of California, through Plaintiff Paul Anthony Enriquez as its agent and/or proxy, shall release and discharge the Released Parties from the Released PAGA Claims that arose during the PAGA Period. The Released PAGA Claims are limited to all claims under the California Labor Code Private Attorneys General Act of 2004 for civil penalties that could have been premised on the facts alleged in Plaintiff Paul Anthony Enriquez's December 2, 2024, PAGA Letter to the LWDA, including but not limited to penalties that could have been awarded pursuant to Labor Code sections 201, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 515, 558, 558.1 1174, 1774.5, 1182.12, 1185, 1194, 1194.2, 1197, 1198, 2698, 2699, et seq., and 2802; provisions of the Industrial Welfare Commission Wage Orders; and California Business & Professions Code § 17200, et seq. The Released PAGA Claims do not include any Aggrieved Employee's alleged claim for wages or damages. Davis Decl. ¶51, Ex. 1 – Settlement Agreement ¶¶20, 29, 67.

E. Other Actions Affected by the Settlement

The Parties are aware of three other actions potentially affected by the Settlement of the proposed claims: (1) *Gloria Zetina v. Circor Aerospace, Inc*., Riverside County Superior Court Case No. CVRI2405960 (a Class and Representative PAGA Action alleging predicate wage and hour claims) (the "*Zetina* Action"), which was removed to the U.S. District Court for the Central District of California, Case No. 5:24-cv-02578-KKDTB, and is currently stayed pending approval of the Parties' Joint Stipulation of Class Action and PAGA Settlement in this matter; (2) *Paul Anthony Enriquez v. Circor Aerospace, Inc.*, Riverside County Superior Court Case No. CVRI2406805 (the "*Enriquez* Class Action") which was removed to the U.S. District Court for the Central District of California, Case No. 5:25-cv-00154-KKSHK, and is currently stayed pending approval of the Parties' Joint Stipulation of Class Action and PAGA Settlement in this matter and (3) *Aaron Newman v. Circor Aerospace, Inc.*, Riverside County Superior Court Case No. CVRI2500164 (the "Newman Class Action") which was removed to the U.S. District Court for the Central District of California. Davis Decl. ¶¶52-57. Keledjian Decl. ¶¶6-7.

IV. <u>STANDARD OF REVIEW FOR PRELIMINARY APPROVAL</u>

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 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 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. *See 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).

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

V. <u>THE SETTLEMENT IS PRESUMED FAIR</u>

A. Arm's-Length Bargaining

California courts recognize that "a presumption of fairness exists where . . . [a] settlement is reached through arm's-length bargaining." *Wershba*, 91 Cal.App.4th at 245 (disapproved on other grounds); *see also Clark v. Am. Residential Servs. LLC*, 175 Cal.App.4th 785, 799 (2009). Here, the Parties engaged in arms-length, non-collusive negotiations at all times. This litigation was hotly contested, and settlement negotiations were at all times arm's length and adversarial. The Parties engaged in a full day of mediation with Kevin Barnes, Esq., with the Parties continuing further settlement negotiations several weeks thereafter with the assistance of the mediator, which allowed the Parties to reach a compromise of their hotly disputed claims. Thereafter, the Parties engaged extensive negotiations before finalizing the long-form agreement presently before the Court. At all times, Plaintiffs were willing and prepared to litigate this matter if the Parties had been unable to reach a favorable resolution. Davis Decl. ¶¶61-63.

B. Sufficient Investigation and Discovery by Experienced Class Counsel

Courts typically assess the status of discovery in determining whether a class action settlement agreement is fair, reasonable, and adequate. *Dunk*, 48 Cal.App.4th at 1801. As discussed above, the Parties engaged in extensive informal discovery prior to reaching a settlement. Prior to mediation, Defendant produced a sampling of time and pay records for putative class members; Defendant's employee handbooks and relevant wage and hour policies and procedures, Plaintiff Zetina's personnel files; and other relevant documents. Defendants also provided information regarding the number of putative class members; the number of current versus former employees; the total workweeks and pay periods worked by the Class; the putative class members' average rate of pay; and a 20% sampling of signed meal waivers. This allowed Plaintiffs to conduct a class-wide assessment and analysis of potential damages. The Parties extensively briefed these issues and provided their analyses to the mediator who helped the Parties debate the strengths and weakness of their positions. Davis Decl. ¶¶61-63. Keledjian Decl. ¶20.

Additionally, settlement negotiations were conducted by highly capable and experienced counsel. Plaintiffs' Counsel are respected members of the bar with strong records of vigorous and effective advocacy, and are experienced in handling complex wage and hour class action litigation. Davis Decl. ¶¶2-11; Keledjian Decl. ¶¶13-20. Accordingly, Plaintiffs' 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 (disapproved on other grounds). In evaluating the reasonableness of a settlement, a trial court must consider "the strength of plaintiffs' case, the risk, expense, complexity and likely duration of further litigation, the risk of maintaining class action status through trial, the amount offered in settlement, the extent of discovery completed and the stage of the proceedings, the experience and views of counsel, the presence of a governmental participant, and the reaction of the class members to the proposed settlement." *Kullar v. Foot Locker Retail, Inc.*, 168 Cal.App.4th 116, 128 (2008).

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

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

Prior to mediation, Plaintiffs' Counsel analyzed a sampling of time and pay records for the putative class members provided by Defendants and other relevant documents and discovery. The randomly selected sampling included records for putative class members. With this sampling, Plaintiffs' Counsel and their retained expert were able to perform a comprehensive damages analysis and estimate Defendants' potential violations, liability, and exposure, including, and not limited to, analyzing time and pay data, considering potential meal period violations, potential rest period violations, and potential unpaid wages. This discovery and investigation allowed Plaintiffs' Counsel to perform a comprehensive damages analysis and estimate Defendants' potential liability. Plaintiffs' Counsel estimated Defendants liability for the alleged class claims could exceed $3,830,884.96. This includes: $1,083,104.88 for meal period violations; $1,083,104.88 for rest period violations; $492,320.40 for unpaid wages and overtime; waiting time penalties in the amount of $707,404.80; and penalties for inaccurate wage statements in the amount of $464,950.00. Davis Decl. ¶¶64-69. In addition, Plaintiffs also estimated non-duplicative PAGA penalties could exceed approximately

$934,689.60. Davis Decl. ¶88.

2. ***<u>Plaintiffs' Counsel's Risk-Based Analysis and Risk-Based Adjustments</u>***

While Plaintiffs believe Defendants faced significant exposure, substantial barriers to a class recovery exist and Plaintiffs faced numerous challenges attempting to bring the alleged claims on a class and representative basis. Defendants contended that Plaintiffs' claims were not suitable for class certification because individual issues and affirmative defenses would predominate should this case go to trial. *See Brinker Restaurant Corp. v. Superior Court*, 53 Cal.4th 1051 (2012); *Duran v. U.S. Bank Nat. Assn.*, 59 Cal.4th 1, 35-36 (2014). While Plaintiffs and Plaintiffs' Counsel disagree with Defendants' predictions, they also recognize that there is a significant risk that the Court may deny class certification. Davis Decl. ¶70; *see also*, *Findings of the Study of California Class Action Litigation*, 2000-2006, available at http://www.courts.ca.gov/documents/class-action-lit-study.pdf (finding that only 21.4% of class actions were certified either as part of a settlement ***or*** as part of a contested certification motion).

For instance, a large portion of Defendants' overall liability lies in Plaintiffs' meal period claims. Plaintiffs alleged that Defendant's meal period policies were non-compliant, failing to inform employees of their rights to timely, uninterrupted meal breaks and corresponding premium pay. Plaintiffs further claimed that work demands routinely interfered with these breaks, as employees were forced to prioritize work assignments over meal breaks resulting in late and interrupted meal breaks. However, meal period claims have become increasingly difficult to certify in recent years and Defendants contended their policies and practices throughout the class period were lawful. *See Brinker*, 53 Cal. 4th at 1034-35. Further, Defendant provided evidence that it had implemented a practice of having employees sign meal period waivers and that is had paid thousands of meal period premiums throughout the Class Period. Accordingly, Defendant argued there was a low meal period violation rate and that any remaining potential would raise individualized issues regarding why a meal period was not taken. Plaintiffs' Counsel had to consider the risk that the Court would find validity in the individualized proof defense to the certification of Plaintiffs' meal period claim. Davis Decl. ¶¶71-74.

Plaintiffs also faced difficulties proving the alleged rest period violations. Plaintiffs and other employees state that their rest periods were occasionally interrupted and allege that Defendants pressured employees to work through these breaks. However, Defendant was not required to record these rest breaks. Defendants claimed they allowed employees to take their state mandated rest periods. Defendant claimed that the alleged rest break violations would raise individualized issues regarding why a rest period was not taken and given the lack of records demonstrating rest period violations, Plaintiffs would not be able to certify this claim or prove substantial damages. Davis Decl. ¶¶75-77.

Plaintiffs also faced challenges certifying and proving liability for their minimum wage and overtime claims. These claims were largely based on alleged unrecorded, off-the-clock work performed by Class Members before and after their shifts and as the result of time spent working while on meal breaks. As such, the individualized nature of the claims presented substantial concerns regarding the manageability of the case and the risk the Court could find these issues prevented certification. Plaintiffs' reimbursement claim would likely present similar problems of individualized proof. Davis Decl. ¶¶78-80.

There are also substantial risks associated with Plaintiffs' claims for waiting time penalties and wage statement claims. First, these claims were derivative of Plaintiffs' previous claims and if certification was denied on those underlying claims, these claims would also likely fail. Even if Plaintiffs prevailed on their underlying off-the-clock claims, they would still be required to demonstrate that Defendants' violations of Labor Code § 203 were <u>willful</u> violations, a difficult prospect. *See, e.g.*, *Choate v. Celite Corp*., 215 Cal App. 4th 1460, 1468 (2013) (holding that "an employer's reasonable, good faith belief that wages are not owed may negate a finding of willfulness"). Wage statement claims have also seen varying treatment at the appellate level because such claims have an element of discretion attached to them rather than a pure calculation of damages after liability is proven. *Cf., Jaimez v. DAIOHS USA, Inc*., 181 Cal.App.4th 1286 (2010) *with Price v. Starbucks Corp*., 192 Cal.App.4th 1136 (2011). Accordingly, these derivative claims, which comprised a substantial portion of Defendants' estimated potential liability are extremely risky. Davis Decl. ¶¶81-84.

Plaintiffs' Counsel also recognized that, even if Plaintiffs prevailed at class certification, proving the amount of wages due to each Class Member would be an expensive, time-consuming, and extremely uncertain proposition. In order to prove liability and damages, Plaintiffs' Counsel would be required to spend hundreds of additional hours obtaining discovery and likely substantial motion practice. Obtaining the cooperation of current employees would also be difficult, given the likely reluctance to aid prosecution of a lawsuit against a current employer. On the other hand, Defendants would likely be able to obtain the cooperation of its employees. Moreover, even if Plaintiffs prevailed at trial, possible appeals would substantially delay any recovery by the Class. Davis Decl. ¶110.

After considering the general risks associated with class litigation and the unique risks and challenges associated with each claim, Class Counsel adjusted their estimated risk-based recovery for litigation of the alleged class claims to total approximately $339,780.11. Davis Decl. ¶85.

Class Counsel also separately contemplated the risks of proceeding with the PAGA action and potential liability Defendants could face from this claim. First, in order for Plaintiffs to prevail at trial on their PAGA claim, Plaintiffs would have to prove the underlying Labor Code violations described above, demonstrate that PAGA Members suffered these violations, and demonstrate that Defendants' conduct gives rise to penalties. *See Elliot v. Spherion Pac. Work, LLC*, 572 F.Supp.2d 1169, 1181-82 (C.D. Cal. 2008)("Plaintiff's claim under [PAGA] is wholly dependent upon her other claims. Because Plaintiff's other claims fail as a matter of law, so does her PAGA claim"). Class Counsel recognized that the PAGA claims would be subject to the same defenses and risks as Plaintiff's underlying wage claims. Davis Decl. ¶¶86-97.

Plaintiffs also anticipate that should the case proceed, Defendants will attempt to challenge Plaintiffs' standing aggrieved employees and will deny that any of its other employees are aggrieved. Indeed, some courts have taken an approach requiring plaintiffs to establish standing and bifurcating discovery and/or trial of a PAGA claim. *See, e.g., Stafford v. Dollar Tree Stores, Inc.*, 2014 WL 6633396 at *4 (E.D. Cal. Nov. 2014).

Defendant further contended that adjudication of claims arising under PAGA would not be manageable and that the individualized inquiries would also impose significant hurdles during the trial of these claims. Davis Decl. ¶102. While Plaintiffs' Counsel disagreed that such claims were unmanageable and indeed in *Estrada v. Royalty Carpet Mills, Inc*., Inc., 15 Cal. 5th 582 (2024) the California Supreme Court recently held that the Courts do not have the authority to dismiss PAGA claims even if they do raise manageability concerns, there are admittedly still underlying practical concerns that would need to be addressed in order to bring this matter to trial. Davis Decl. ¶103.

Class Counsel also anticipated that even if successful on the merits at trial significant disputes would arise regarding the calculation of PAGA penalties. There is a dearth of law and guidance regarding trials and/or assessment of penalties under the PAGA statute, and there is no uniformly applied methodology for the valuation and/or assessment of PAGA penalties. For instance, some Courts have held that violations of multiple provisions of the California Labor Code do not give rise to cumulative penalties, but instead that a single penalty should apply once per pay period, if at all, rather than cumulatively for each separate California Labor Code provision that was, arguably, violated during a pay period. Davis Decl. ¶104. *See Thurman v. Bayshore Transit Management, Inc.*, 203 Cal.App.4th 1112,1131 (2012), (imposition of both statutory and civil penalties for same conduct is impermissible double recovery)(disapproved on other grounds); *Aguirre v. Genesis Logistics*, 2013 WL 10936035, at *3 (C.D. Cal. 2013) ("duplicative effect" of penalties is a factor in favor of "reducing ...the PAGA penalty"); *Smith v. Lux Retail North America, Inc.*, 2013 WL 2932243 at *3 (N.D. Cal. June 13, 2013)(declining to stack penalties based on the same conduct); *Castillo v. ADT, LLC*, 2017 WL 363108 at *4 (E.D. Cal. Jan. 25, 2017); *Sanchez v. McDonalds Restaurants of California, Inc.*, 2017 WL 4620746 (LA Super. Ct. July 6, 2017)(declining to stack penalties arising out of the same conduct).

Additionally, Class Counsel remained mindful of the fact that PAGA gives the Court discretion to lower the penalties assessed if, based on the facts and circumstances of the particular case, to do otherwise would result in an award in an award that is "unjust, arbitrary and oppressive, or confiscatory." *See* Cal. Labor Code § 2699(e)(2); *Thurman*, 203 Cal.App.4th at 1136 (holding that a court may reduce the amount of PAGA penalties awarded to an employee based upon discretionary factors)(disapproved on other grounds); *Fleming v. Covidien, Inc.*, 2011 WL 756304718, at *4 (C.D.Cal. Aug. 12, 2011)(reducing PAGA penalties by 80%); *Cotter v. Lyft, Inc.*, 193 F.Supp.3d 1030 (N.D. Cal. 2016) (indicating that a substantial reduction is warranted where good faith dispute exists in legal obligations); *Carrington v. Starbucks Corp*. 30 Cal.App.5th 504, 529 (2018)(approving reduction in penalties from $50 per pay period to $5 per pay period based on good faith attempts to comply with obligations and minimal violations). Class Counsel recognized that Defendant had potential arguments they could raise with the Court that the imposition of penalties would be considered unjust, arbitrary, oppressive, and confiscatory. Class Counsel anticipates Defendant would argue that given what it contends were compliant policies throughout the PAGA Period it made a good faith attempt to comply with its legal obligations, that the violations per pay period were low, that it had a practice of paying both meal and rest period premiums throughout the PAGA Period, and that these practices warrant an additional reduction in civil penalties. Davis Decl. ¶¶105-106. Finally, Class Counsel considered the argument that the imposition of civil penalties based on the same facts and circumstances that Plaintiffs sought to recover wages for could also be considered unjust, arbitrary and oppressive, or confiscatory. The imposition of hundreds of thousands of dollars in penalties on top of a class judgment could be seen as unjust and could in fact harm the employees this law is designed to protect. PAGA is fundamentally not intended to be compensatory in nature, but is instead intended to facilitate enforcement of California's labor laws by financing state activities and educating and deterring non-compliance and that the imposition of penalties that could harm current employees would not serve this purpose. Davis Decl. ¶107.

Class Counsel further recognized that, as with the class claims, protracted litigation of the PAGA claim would be an expensive, time-consuming, and extremely uncertain proposition and even if Plaintiffs prevail at trial, possible appeals would substantially delay any recovery by the Aggrieved Employees and State of California. Therefore, there is a significant risk that after years of costly litigation, Plaintiffs could ultimately recover nothing either for themselves or for the State and other Aggrieved Employees. Davis Decl. ¶108.

Therefore, after considering this multitude of factors, Plaintiffs and their counsel concluded that it was in the best interest of the State of California and the Aggrieved Employees to enter the Settlement. The overall relief obtain by the Settlement is significant, not only from a monetary perspective, but also because it fulfills the public policy objectives of PAGA—to promote enforcement of California's labor laws, provide funds to the state, and deter future non-compliance by employers. Davis Decl. ¶109.

The Parties agreed during settlement negotiations to allocate $40,000 of the Settlement towards the PAGA claims, which represents 10% of the Gross Settlement Amount. This percentage of the settlement is well-within the range of wage and hour settlements regularly approved in both state and federal court for cases that include both a class and PAGA action. Typically, such hybrid cases allocate only 1% of the gross settlement value to resolve PAGA claims, and, indeed, settlements allocations as little as 0.27% of the gross settlement amount have been approved as reasonable by courts. Davis Decl. ¶97.

Therefore, taking into account the strengths and weaknesses of each claim, the unique risks associated therewith, the general risks associated with litigating the case, and the significant additional costs and expenses that would be incurred by both sides in litigating the Action through class certification, trial, and appeals, Plaintiffs' Counsel estimated an overall adjusted risk-based liability for all claims at issue of approximately $368,989.16 for both the class and PAGA action. Davis Decl. ¶¶110-111.

In light of the Parties' respective legal positions and the risks of continued litigation, the Gross Settlement Amount of $400,000.00, for resolution of the class and PAGA claims, with $40,000 allocated to PAGA, is fair, adequate, and reasonable. Davis Decl. ¶112. Keledjian Decl. ¶9.

VI. CERTIFICATION FOR SETTLEMENT PURPOSES IS WARRANTED

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

A. An Ascertainable and Numerous Class Exists

Whether an ascertainable class exists turns on three factors: (1) the class definition, (2) the size of the class, and (3) the means of identifying the class members. *See Miller v. Woods*, 148 Cal.App.3d 862, 873 (1983). In this case, all three considerations strongly favor class certification. Here, the Class is defined as all current and former non-exempt hourly employees who performed work in California for Defendant Circor Aerospace, Inc. at any time from October 21, 2020, through the date of preliminary approval. Davis Decl. ¶32, Ex. 1 – Settlement Agreement ¶¶6, 7. This provides a clear and definite scope for the proposed class.

Next, the Class is sufficiently numerous. There is no magic number that satisfies the numerosity requirement. Under the Federal Rules, the minimum number of a class is one-hundred individuals. Under California law, that number is significantly less. *See e.g., Rose v. City of Haywood*, 126 Cal.App.3d 926, 934 (1981) (holding forty-two class members sufficient to satisfy numerosity). Here, the estimated Class size of approximately 261 Class Members plainly favors class certification. Davis Decl. ¶34.

Finally, the question whether class members are easily identifiable turns on whether a plaintiff can establish "the existence of an ascertainable class." *Daar v. Yellow Cab Co.*, 67 Cal. 2d 695 at 706 (1967). The existence of an ascertainable class in this case can be established through Defendants' payroll records, and the class definition is sufficiently specific to enable the Parties, potential Class Members and the Court to determine the parameters of the Class. *See Clothesrigger, Inc.*, 191 Cal. App. 3d at 617 (proposed class defined as all persons nationwide subscribing to telephone service since January 1, 1981, who were charged for long distance calls deemed "plainly" ascertainable).

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

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

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

In this matter, the alleged claims present sufficient common issues of law and fact that predominate and warrant class certification. Plaintiffs allege that Defendants denied compliant meal and rest periods to employees, failed to properly compensate employees for missed meal or rest periods, required employees to perform work off-the-clock, and failed to fully compensate employees for all time worked. These policies and practices mean that Defendants failed to pay minimum and overtime wages, and other related claims. Plaintiffs allege that these practices were uniform as to all Class Members and thus, class treatment is appropriate.

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

Here, Plaintiffs allege that their claims are similar to those of the other Class Members. Plaintiffs allege their claims arise out of the same alleged facts and course of conduct giving rise to the claims of the other Class Members. Finally, Plaintiffs' claims are typical of the other Class Members because they seek the same relief for the alleged violations. Because Plaintiffs' claims are based upon the same alleged conduct and practices as those of Class Members, the typicality requirement has been satisfied.

Finally, the question of adequacy of representation "depends on whether the plaintiff's attorney qualifies to conduct the proposed litigation and the plaintiff's interests are not antagonistic to the interests of the class." *McGee v. Bank of America*, 60 Cal.App.3d 442, 450 (1976). Here, these considerations are satisfied. Counsel for Plaintiffs include well-regarded and accomplished lawyers who are qualified and experienced in employment-related, class-action litigation. Davis Decl. ¶¶2-11; Keledjian Decl. ¶¶13-20. Plaintiffs will vigorously, adequately and fairly represent the interests of the Class. Because Plaintiffs' claims are typical of other Class Members and are not based on unique circumstances, there is no antagonism between the interests of Plaintiffs and the Class.

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

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

VII. <u>THE REQUESTED ENHANCEMENT PAYMENTS ARE REASONABLE</u>

Plaintiffs in class action and PAGA lawsuits are eligible for reasonable incentive/enhancement payments as compensation "for the expense or risk they have incurred in conferring a benefit on other members of the class." *Munoz v. BCI Coca-Cola Bottling Co.*,186 Cal.App.4th 399, 412 (2010). Courts routinely grant approval of class action settlement agreements containing enhancements for the class representatives, which are necessary to provide incentive to represent the class and are appropriate given the benefit the class representatives help to bring about for the class. *See Van Vranken v. Atlantic Richfield Co.*, 901 F.Supp.294, 299 (N.D. Cal. 1995) (approving $50,000 enhancement).

Plaintiffs initiated and have stepped forward in the lawsuits on behalf of their former co-workers and the LWDA, who will now benefit from the Settlement. Plaintiffs invested substantial time and effort into the Action, including their own research, reviewing documents, and extensive discussions with Plaintiffs' Counsel. Further, Plaintiffs have agreed to a broader general release of their claims against Defendants and obtained a substantial benefit for the Class. For these reasons, Plaintiffs would request that the Court award them an incentive payment of $5,000.00 each. Davis

Decl. ¶¶113-114. Keledjian Decl. ¶12. See also Enriquez Decl. ¶¶1-12; Zetina Decl. ¶¶1-19.

VIII. REQUESTED ATTORNEYS' FEE AND COSTS

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 the use of 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 $133,333.00, which is one-third (1/3) of the common fund, will be disclosed to Class Members in the proposed Notice of Class Settlement. *See* Exhibit A to Settlement Agreement. The requested fee was freely negotiated, is common in the legal marketplace, and is not opposed by Defendants. The Motion for Final Approval will elaborate on the nature of the legal services provided and will also support Plaintiffs' Counsel's request for the reimbursement of litigation costs not to exceed $30,000.00. Davis Decl. ¶115. Keledjian Decl. ¶11.

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

The Parties have jointly drafted a Notice which will be delivered to the Class Members. The Parties have agreed to having Phoenix Class Action Administration Solutions ("Phoenix") administer the Settlement subject to the Court's Approval. Phoenix's costs for administering the settlement are estimated to be approximately $6,990.00. Davis Decl. ¶¶116-119, Ex. 1 – Settlement Agreement ¶35.

No later than fourteen (14) days after the Court grants preliminary approval of the Settlement, Defendants will provide the Class List to the Settlement Administrator including each Class Member's (1) full name; (2) last known home address; (3) last known telephone number; (4) social security number; (5) start and end dates of active employment as a non-exempt employee of Defendants in the State of California; (6) total Workweeks during the Class Period; and (7) total Pay Periods during the PAGA Period; and (8) any other information required by the Settlement Administrator in order to effectuate the terms of the Settlement. Davis Decl. ¶120, Ex. 1 – Settlement Agreement ¶¶5, 50. The Settlement Administrator shall perform any searches necessary for confirmation of the Class Members' addresses and shall mail the Notice to the Class Members in English and Spanish within seven (7) days of receiving the Class List from Defendants. Davis Decl. ¶121, Ex. 1 – Settlement Agreement ¶¶49 (l), 50-53.

In determining whether to approve a settlement of a class action, a trial court has virtually complete discretion as to the manner of giving notice to class members, and review on appeal is governed by the abuse of discretion standard. *See In re Cellphone Fee Termination Cases*, 186 Cal.App.4th 1380 (2010). Here, Plaintiffs' Counsel are not aware of an alternative method of providing notice to the Class which would result in a higher likelihood of actual notice. The original source of the mailing addresses is from each Class Member, who provided the information to Defendants. As a fail-safe, additional searches will be performed on any notice returned as non-deliverable. Davis Decl. ¶123.

X. CONCLUSION

For all of the foregoing reasons, Plaintiffs respectfully request that this Court grant Plaintiffs' Motion for Preliminary Approval and the relief requested herein.

Respectfully submitted,

Dated: June 26, 2025

PROTECTION LAW GROUP, LLP

By: ______________________

Heather Davis
Ryan T. Chuman
Arnel O. Tan
Joseph O. Marshall
Christine V. Reyes
Attorneys for Plaintiff Gloria Zetina

THE SUPERIOR COURT OF CALIFORNIA
COUNTY OF RIVERSIDE

Make a Reservation

ENRIQUEZ vs CIRCOR AEROSPACE, INC.

Case Number: CVRI2500760 Case Type: Civil Category: Unlimited Civil Other Employment

Date Filed: 2025-02-07 Location: Historic Court House - Department 1

Reservation

Case Name: ENRIQUEZ vs CIRCOR AEROSPACE, INC.	Case Number: CVRI2500760
Type: Motion for Preliminary Approval of Class Action Settlement	Status: RESERVED
Filing Party: PAUL ANTHONY ENRIQUEZ (Plaintiff)	Location: Historic Court House - Department 1
Date/Time: 07/21/2025 8:30 AM	Number of Motions: 1
Reservation ID: 955607211855	Confirmation Code: CR-ZVL7MHHQ9XCPGZ45C

Fees

Description	Fee	Qty	Amount
Motion for Preliminary Approval of Class Action Settlement	0.00	1	0.00
TOTAL			**$0.00**

Payment

Amount: $0.00	Type: NOFEE
Account Number: n/a	Authorization: n/a

Print Receipt | Reserve Another Hearing | View My Reservations