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SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN DIEGO

ROSANIEVES MORAN, SHALECIA
WILLAIMS, and MARY CANTERBURY
individually and on behalf of all others
similarly situated,

Plaintiff,

vs.

SHARP HEALTHCARE, a California
Corporation; and DOES 1-50, inclusive,

Defendants.

Case No. 37-2019-00050203-CU-OE-CTL

[Consolidated with

Case No. 37-2021-00041988-CU-OE-CTL

Case No. 37-2021-00051867-CU-OE-CTL]

**MEMORANDUM OF POINTS AND
AUTHORITIES IN SUPPORT OF MOTION
FOR PRELIMINARY APPROVAL OF
CLASS SETTLEMENT**

Hearing Date: April 7, 2023

Hearing Time: 10:30 a.m.

Judge: Hon. Richard S. Whitney
Dept: 68

Action Filed: September 23, 2019

Trial Date: Not Set

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1 **I. INTRODUCTION**

2 Plaintiffs Rosanieves Moran, Shaliecia Williams and Mary Canterbury (“Plaintiffs”) respectfully
3 submit this memorandum in support of the unopposed motion for preliminary approval of the proposed
4 class action settlement with Defendant Sharp Healthcare (“Defendant”), and seeks entry of an order:
5 (1) preliminarily approving the proposed settlement of this class action with Defendant; (2) for
6 settlement purposes only, conditionally certifying the Class, which is comprised of “all current and
7 former non-exempt employees of Defendant, excluding bargaining unit nurses, during the Class Period”
8 of September 23, 2015 through March 12, 2023; (3) provisionally appointing Plaintiffs as the
9 representatives of the Class; (4) provisionally appointing James R. Hawkins and Greg Mauro of James
10 Hawkins APLC and Norman Blumenthal, Kyle Nordrehaug and Nicholas De Blouw of Blumenthal
11 Nordrehaug Bhowmik De Blouw LLP as Class Counsel for the Class; (5) approving the form and
12 method for providing class-wide notice; (6) directing that notice of the proposed settlement be given
13 to the class; (7) appointing ILYM Group as Settlement Administrator, and (8) scheduling a final
14 approval hearing date to consider Plaintiffs’ motion for final approval of the settlement and entry of the
15 Judgment, and Plaintiffs’ motion for approval of attorneys’ fees and expenses. Plaintiffs and Defendant
16 (collectively the “Parties”) have reached a full and final settlement of the above-captioned action, which
17 is embodied in the Joint Stipulation of Class Action and Private Attorney General Act (“PAGA”)
18 Settlement and Release (“Settlement”) filed concurrently with the Court.¹ A copy of the fully executed
19 Settlement is attached as Exhibit #1 to the Declaration of Kyle Nordrehaug (“Decl. Nordrehaug”),
20 served and filed herewith.

21 As consideration for this Settlement, the Maximum Settlement Amount is Four Million Two
22 Hundred Sixty-Five Thousand Dollars and Zero Cents (\$4,265,000.00) to be paid by Defendant, as set
23 forth in the Settlement. The Maximum Settlement Amount will settle all issues pending in the Action
24 between the Parties and will be made in full and final settlement of the Released Claims in exchange
25 for the payments to Participating Class Members from the Class Employee Fund, and includes (a) the
26 costs of administration of the Settlement, (b) Class Counsel Fees and Expenses, (c) Class
27

28 ¹ Capitalized terms shall have the same meaning as defined in the Settlement.

Representative Service Awards, and (d) the PAGA Penalties to the LWDA and the PAGA Employees. (Settlement at ¶ I(N).) The Maximum Settlement Amount does not include the Employer Taxes which will be separately paid by Defendant. (Settlement at ¶ III(A).) The Settlement is all-in with no reversion to Defendant and no need to submit a claim form. Decl. Nordrehaug at ¶ 3.

The following is a table of the key financial terms of the Settlement and the proposed deductions:

\$4,265,000	(Maximum Settlement Amount)
- \$30,000	(Plaintiffs' proposed service awards not to exceed \$10,000 each)
- \$75,000	(Class Counsel Expenses payment - not to exceed amount)
- \$1,411,667	(Class Counsel Fees payment - not to exceed 33.1% of settlement)
- \$215,000	(PAGA Payment - 75% to LWDA / 25% to PAGA Employees)
- \$65,000	(Settlement Administration Costs - not to exceed amount)
\$2,468,333	(Class Employee Fund)

Based upon 11,859 Class Members who collectively worked 830,186 pay periods, the Maximum Settlement Amount provides a value of \$359 per Class Member and \$5 per pay period and after deductions the Class Employee Fund provides an average recovery of \$208 per Class Member and a recovery of \$2.97 per pay period.² Decl. Nordrehaug at ¶ 6.

On July 8, 2022, the Parties participated in an all-day mediation session presided over by Lisa Klerman, Esq., a respected and experienced mediator of wage and hour class actions. After lengthy negotiations that occurred during and after the mediation, the Parties reached an agreement to settle the Action. Decl. Nordrehaug at ¶ 5. The Settlement is fair, reasonable and adequate, and should be preliminarily approved because there is a substantial monetary payment, and there are substantial litigation and class-certification risks. Therefore, Plaintiffs respectfully request that this Court grant preliminary approval of the Settlement and enter the proposed order submitted herewith.

II. DESCRIPTION OF THE SETTLEMENT

The Maximum Settlement Amount is Four Million Two Hundred Sixty-Five Thousand Dollars (\$4,265,000). (Settlement at ¶ I(N)) Under the Settlement, the Maximum Settlement Amount consists of the following elements: (1) Payments to the Class Members for their share of the Net Settlement

² These were the figures used to negotiate the settlement at the time of mediation, and ultimately these figures will increase slightly by the end of the Class Period, resulting in an anticipated decrease in the pay period value.

1 Amount (defined below); (2) Payments to the PAGA Employees of their share of the PAGA Employee
2 Fund; (3) Class Counsel Fees and Expenses; (4) Settlement Administration Costs; (5) payment of the
3 Class Representatives Service Awards to Plaintiffs; (6) the payment to the LWDA of its share of Net
4 Settlement Amount; and (7) all employment taxes for employee side wages. (Settlement at ¶ I(N).) The
5 Maximum Settlement Amount does not include Defendant's employer side taxes. (Settlement at ¶
6 I(N).) The Maximum Settlement Amount shall be all-in with no reversion to Defendant. Decl.
7 Nordrehaug at ¶15.

8 Within thirty (30) business days of the Effective Date, Defendant shall deposit the Maximum
9 Settlement Amount with the Settlement Administrator. (Settlement at ¶ III(G)(1).) The distribution of
10 Individual Settlement Payments to Participating Class Members along with the other Court-approved
11 distributions shall be made by the Settlement Administrator within ten (10) business days of the receipt
12 of the funds from the Defendant. (Settlement at ¶ III(G)(2).) Decl. Nordrehaug at ¶16.

13 The amount remaining in the Maximum Settlement Amount after the deduction of
14 Court-approved amounts for Class Counsel Fees and Expenses, the Settlement Administration Costs,
15 Plaintiffs' Class Representatives Service Awards, and the PAGA Payment (called the "Class Employee
16 Fund") shall be allocated to Class Members as their Individual Settlement Payments. (Settlement at ¶¶
17 I(O) and III(F).) The amount that each Class Member shall be eligible to receive under the Settlement
18 shall be determined by converting the Class Employee Fund into a Pay Period Value. The pay period
19 value will be established by dividing the Class Employee Fund by all pay periods for the Participating
20 Class Members during the Class Period. The pay periods worked by Participating Class Members
21 during the Class Period will be determined by the actual number of pay periods worked by each
22 Participating Class Member based on Defendant's records. The pay periods worked after February 21,
23 2020 will be multiplied by two for purposes of determining a Participating Class Member's pay period
24 count. This weighting is required because a portion of the claims at issue in this Action were previously
25 settled in the case entitled *Diersing v. Sharp Healthcare*, San Diego Superior Court Case Number No.
26 37-2017-00029164-CU-OE-CTL. The Individual Settlement Share for each Participating Class Member
27 will be determined by multiplying the Pay Period Value by each Participating Class Member's
28 individual pay periods. Decl. Nordrehaug at ¶17.

1 Class Members may choose to opt-out of the Settlement by following the directions in the Class
2 Notice. (Settlement at ¶ III(L)(1), Ex. A.) All Class Members who do not "opt out" will be deemed
3 Participating Class Members who will be bound by the Settlement and will be entitled to receive an
4 Individual Settlement Payment. (Settlement at ¶ III(L)(1)-(2).) All PAGA Employees, including those
5 who submit an opt-out request, will still be paid their allocation of the PAGA Payment and will remain
6 subject to the release of all Released Claims for PAGA penalties regardless of their request for
7 exclusion. (Settlement at ¶¶ III(i)(3) and III(L)(1).) Finally, the Class Notice will advise the Class
8 Members of their right to object to the Settlement. (Settlement at ¶ III(L), Ex. A.) Decl. Nordrehaug
9 at ¶18.

10 A Participating Class Member must cash his or her Individual Settlement Payment check within
11 120 days after it is mailed. (Settlement at ¶ III(G)(3).) Any settlement checks not cashed within 120
12 days will be voided and any funds from such uncashed checks shall be handled pursuant to the
13 provisions of Code of Civil Procedure section 384. (Id.) Decl. Nordrehaug at ¶19.

14 Subject to Court approval, the Parties have agreed on ILYM Group to administer the settlement
15 in this action ("Settlement Administrator"). (Settlement at ¶ I(X).) The Settlement Administrator will
16 be paid for the fees, expenses, and costs for administration in an amount not to exceed \$65,000.
17 (Settlement at ¶ III(E).) Decl. Nordrehaug at ¶20.

18 Subject to Court approval, the Settlement provides for Class Counsel to be awarded a sum not
19 to exceed of up to \$1,411,667.00, which is approximately 33.1% of the Maximum Settlement Amount,
20 and reimbursement of litigation costs and expenses of up to \$75,000. (Settlement at ¶ III(B).) Subject
21 to Court approval, the Settlement provides for a payment of no more than \$10,000 each to the Plaintiffs
22 as the Class Representative Service Awards. (Settlement at ¶ III(D).) Decl. Nordrehaug at ¶21.

23 Subject to Court approval, Two Hundred Fifteen Thousand Dollars (\$215,000) will be paid from
24 the Maximum Settlement Amount for the PAGA Payment under the California Private Attorneys
25 General Act, Cal. Labor Code Section 2698, *et seq.* ("PAGA"). (Settlement at ¶ III(c).) Pursuant to the
26 express requirements of Labor Code § 2699(i), the PAGA Payment shall be allocated as follows: 75%
27 (\$161,250) shall be allocated to the Labor Workforce Development Agency ("LWDA") as its share of
28 the civil penalties and and 25% (\$53,750) allocated to the Individual PAGA Settlement Shares to be

distributed to the PAGA Employees based on the number of their respective pay periods worked during the PAGA Period. (Settlement at ¶ III(F)(3).) As set forth in the accompany proof of service, the LWDA has been served with this motion and the Settlement. Decl. Nordrehaug at ¶22.

III. CASE BACKGROUND

The description of the case and claims, along with the procedural history is set forth in the Declaration of Kyle Nordrehaug at ¶¶ 7-14. The Parties engaged in thorough investigation and the exchange of documents and information in connection with the Action which permitted Class Counsel to perform a thorough analysis of the claims. Decl. Nordrehaug, ¶¶ 10 and 14. The Parties participated in mediation on July 8, 2022 with Lisa Klerman, Esq., which after arm's length negotiations during and after the mediation, resulted in this Settlement. Decl. Nordrehaug, ¶12.

IV. THE SETTLEMENT MEETS THE CRITERIA NECESSARY FOR THIS COURT TO GRANT PRELIMINARY APPROVAL

When a proposed class-wide settlement is reached, the settlement must be submitted to the court for approval. 2 H. Newberg & A. Conte, *Newberg on Class Actions* (3d ed. 1992) at §11.41, p.11-87. California "[p]ublic policy generally favors the compromise of complex class action litigation." *Nordstrom Comm'n Cases*, 186 Cal. App. 4th 576, 581 (2010) quoting *Cellphone Termination Fee Cases*, 180 Cal.App.4th 1110, 1117-18 (2009). Class action settlements are approved where the proposed settlement is "fair, adequate and reasonable." *Dunk v. Ford Motor Co.*, 48 Cal.App.4th 1794, 1801 (1996) (citing *Officers for Justice v. Civil Serv. Comm'n*, 688 F.2d 615, 625 (9th Cir. 1982), cert. denied, 459 U.S. 1217 (1983)).

Preliminary approval is the first of three steps that comprise the approval procedure for settlements of class actions. The second step is the dissemination of notice of the settlement to all class members. The third step is a final settlement approval hearing, at which evidence and argument concerning the fairness, adequacy, and reasonableness of the settlement may be presented, and class members may be heard regarding the settlement. *See Dunk v. Ford Motor Co.*, 48 Cal.App.4th 1794, 1801 (1996); *Manual for Complex Litigation, Second* §30.44 (1993); Cal. Rules of Court, rule 3.769.

The primary question presented on an application for preliminary approval of a proposed class action settlement is whether the proposed settlement is "within the range of possible approval." *Manual*

1 *for Complex Litigation*, Second §30.44 at 229; *Gautreaux v. Pierce*, 690 F.2d 616, 621 n.3 (7th Cir.
2 1982).³ Preliminary approval is merely the prerequisite to giving notice so that “the proposed
3 settlement... may be submitted to members of the prospective Class for their acceptance or rejection.”
4 *Sayaman v. Baxter Healthcare Corp.*, 2010 U.S. Dist. LEXIS 151997, *3 (C.D. Cal. 2010). There is
5 “a presumption of fairness . . . where . . . [a] settlement is reached through arms-length bargaining.”
6 *Wershba v. Apple Computer, Inc.*, 91 Cal.App.4th 224, 245 (2001) (citation omitted); see also *Cho v.*
7 *Seagate Tech. Holdings, Inc.*, 177 Cal. App. 4th 734, 742-45 (2009) (upholding trial court’s
8 determination that settlement was “fair, reasonable and adequate” where the settlement “provided
9 valuable benefits to the class . . . that were ‘particularly valuable in light of the risks plaintiff would have
10 faced if she proceeded to litigate her case.’”); *Newberg*, 3d Ed., §11.41, p.11-88. However, the ultimate
11 question of whether the proposed settlement is fair, reasonable and adequate is made after notice of the
12 settlement is given to the class members and a final settlement hearing is held by the Court.

13 **A. The Role Of The Court In Preliminary Approval Of A Class Action Settlement**

14 The approval of a proposed settlement of a class action suit is a matter within the broad
15 discretion of the trial court. *Wershba, supra*, 91 Cal.App.4th at 234-235; *Dunk*, 48 Cal.App.4th 1794.
16 Preliminary approval does not require the trial court to answer the ultimate question of whether a
17 proposed settlement is fair, reasonable and adequate. That final determination is made only after notice
18 of the settlement has been given to the class members and after they have been given an opportunity to
19 voice their views of the settlement or to be excluded from the settlement. 3B J. Moore, *Moore's Federal*
20 *Practice* §§23.80 - 23.85 (2003).

21 In considering a potential settlement for preliminary approval purposes, the trial court does not
22 have to reach any ultimate conclusions on the issues of fact and law which underlie the merits of the
23 dispute, and need not engage in a trial on the merits. *Wershba, supra*, 91 Cal.App.4th at 239-40; *Dunk*,
24 *supra*, 48 Cal.App. 4th at 1807. The Ninth Circuit explains, “the very essence of a settlement is

26 ³ California courts look to federal authority on class actions. *Vasquez v. Superior Court*, 4 Cal.3d
27 800, 821 (1971). “It is well established that in the absence of relevant state precedents trial courts are
28 urged to follow the procedures prescribed in Rule 23 of the Federal Rules of Civil Procedure for
conducting class actions.” *Frazier v. City of Richmond*, 184 Cal. App.3d 1491, 1499 (1986), citing
Green v. Obledo, 29 Cal.3d 126, 145-146 (1981).

1 compromise, ‘a yielding of absolutes and an abandoning of highest hopes.’” *Officers for Justice*, 688
2 F.2d at 624. The question whether a proposed settlement is fair, reasonable and adequate necessarily
3 requires a judgment and evaluation by the attorneys for the parties based upon a comparison of “‘the
4 terms of the compromise with the likely rewards of litigation.’” *Weinberger v. Kendrick*, 698 F.2d 61,
5 73 (2d Cir. 1982), *cert. denied* 464 U.S. 818 (1983) (quoting *Protective Comm. for Indep. Stockholders*
6 *of TMT Trailer Ferry, Inc. v. Anderson*, 390 U.S. 414, 424-25 (1968)). Thus, when analyzing the
7 settlement, the amount is “not to be judged against a hypothetical or speculative measure of what might
8 have been achieved by the negotiators.” *Officers for Justice*, 688 F.2d at 625, 628.

9 With regard to class action settlements, the opinions of counsel should be given considerable
10 weight both because of counsel’s familiarity with this litigation and previous experience with cases such
11 as these. *Officers for Justice*, 688 F.2d at 625; *In re Wash. Public Power Supply System Sec. Litig.*, 720
12 F. Supp. 1379, 1392 (D. Ariz. 1989); *Kirkorian v. Borelli*, 695 F. Supp. 446, 451 (N.D. Cal. 1988);
13 *Weinberger*, 698 F.2d at 74. “The recommendations of plaintiffs’ counsel should be given a
14 presumption of reasonableness.” *Boyd v. Bechtel Corp.*, 485 F.Supp. 610, 622 (N.D. Cal. 1979). As
15 a result, courts hold that the recommendation of counsel is entitled to significant weight. *Nat’l Rural*
16 *Telecomms. Coop. v. DIRECTV, Inc.*, 221 F.R.D. 523, 528 (C.D. Cal. 2004).

17 **B. Factors To Be Considered In Granting Preliminary Approval**

18 A number of factors are to be considered in evaluating a settlement for purposes of preliminary
19 approval. In determining whether to grant preliminary approval, the court considers whether the “(1)
20 the proposed settlement appears to be the product of serious, informed, non-collusive negotiations, (2)
21 has no obvious deficiencies, (3) does not improperly grant preferential treatment to class representatives
22 or segments of the class, and (4) falls within the range of possible approval.” *In re Tableware Antitrust*
23 *Litig.*, 484 F.Supp. 2d 1078, 1079 (N.D. Cal. 2007). No one factor should be determinative, but rather
24 all factors should be considered. The analysis has been summarized as follows:

25 If the proposed settlement appears to be the product of serious, informed, noncollusive
26 negotiations, has no obvious deficiencies, does not improperly grant preferential
27 treatment to class representatives or segments of the class, and falls within the range of
28 possible approval, then the court should direct that notice be given to the class members
of a formal fairness hearing, at which evidence may be presented in support of and in
opposition to the settlement.

1 *Manual of Complex Litigation, Second* § 30.44, at 229.

2 Here, the Settlement meets all of these criteria for preliminary approval.

3 **1. The Settlement is the Product of Serious, Informed and**
4 **Arm's Length Negotiations by Experienced Counsel**

5 This settlement is the result of extensive and hard-fought litigation as well as negotiations before
6 an experienced and well-respected mediator. Defendant has expressly denied and continues to deny any
7 wrongdoing or legal liability arising out of the conduct alleged in the Action. Plaintiffs and Class
8 Counsel have determined that it is desirable and beneficial to the Class to resolve the Released Claims
9 of the Class in accordance with this Settlement.⁴

10 Class Counsel are experienced and qualified to evaluate the class claims, the defenses asserted,
11 and the risks and benefits of trial and settlement, and Class Counsel are particularly experienced in wage

12
13 ⁴ The release applicable to the Class is tethered to allegations in the Action and the “Released Class
14 Claims” are “all claims for violations of the following Labor Code sections, as well as civil penalties
15 under PAGA, that were actually alleged or that could have been alleged in the Action by, on behalf of
16 the Class Member and the State of California, themselves and the PAGA Employees for the entire Class
17 Period and the entire PAGA Period, as well as any and all wage and hour claims and that were asserted
18 or could have been asserted based on the factual or legal allegations contained in Plaintiffs' PAGA
19 Letters and Plaintiffs Operative Complaint in the consolidated actions, arising at any time during the
20 Class Period or PAGA Period, including: (a) failure to pay wages including overtime and minimum
21 wage for all hours worked; (b) failure to provide meal periods; (c) failure to provide rest periods; (d)
22 failure to timely pay wages at termination; (e) failure to provide accurate wage statements; (f) failure
23 to indemnify for necessary business expenses; (g) unfair business practices (Business and Professions
24 Code section 17200 et seq.); (h) penalties under PAGA for alleged violations of Labor Code sections
25 201-203, 204, 210, 221, 226, 226.3, 226.7, 246, 351, 510, 512, 558, 1194, 1197, 1197.1, 1198, 1198.5,
26 2699 et. seq., 2802, 2804; (i) claims for violation of the provisions of Wage Order 5 regarding alleged
27 unpaid wages (both minimum wage and overtime), failure to provide meal periods, failure to authorize
28 and permit rest breaks, failure to provide seating; (j) claims for the attorney's fees and costs incurred
in the prosecution of this Action on behalf of the Class Members and PAGA Employees; (k) any other
claims, remedies, penalties, or interest that could have been plead based on the facts alleged in the
Complaints filed in the Action; and (l) all claims that Plaintiffs, the Class Members and/or the PAGA
Employees may have against the Released Parties relating to: (i) the payment, taxation, and allocation
of attorney's fees and costs to Plaintiffs' Counsel pursuant to this Settlement Agreement; and (ii) the
payment, taxation, and allocation of Plaintiffs' Payment pursuant to this Settlement Agreement. The
release of the Released Claims shall be effective as to the entire PAGA Period and entire Class Period;
and expressly excludes all other claims, including claims for vested benefits, wrongful termination,
violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security,
workers' compensation, and California class claims outside of the Class Period, and PAGA claims
outside of the PAGA period.” (Settlement at ¶ I(1).)

1 and hour employment class actions, as Class Counsel has previously litigated and certified similar
2 claims against other employers. Decl. Nordrehaug at ¶31; Declaration of James Hawkins at ¶3. The
3 view of qualified and well-informed counsel that a class action settlement is fair, adequate, and
4 reasonable is entitled to significant weight. *See Kullar v. Foot Locker*, 168 Cal. App. 4th 116, 133
5 (2008) (the trial court "undoubtedly should continue to place reliance on the competence and integrity
6 of counsel, the involvement of a qualified mediator, and the paucity of objectors to the settlement.");
7 *Dunk*, 48 Cal. App. 4th at 1802.

8 The Parties attended an arms-length mediation session with Lisa Klerman, a respected and
9 experienced mediator of wage and hour class actions, in order to reach this Settlement. In preparation
10 for the mediation, Defendant provided Class Counsel with necessary information for the members of
11 the Class, including time data, payroll data and data concerning the composition of the Class. Plaintiffs
12 analyzed the data with the assistance of damages expert, Berger Consulting, and prepared and submitted
13 a mediation brief and damage valuation to the Mediator. After this all-day mediation, the Parties
14 continued arms' length negotiations through the Mediator which resulted in a mediator's proposal which
15 the Parties ultimately accepted. The final settlement terms were negotiated and set forth in the
16 Settlement now presented for this Court's approval. Decl. Nordrehaug at ¶ 5. Importantly, Plaintiffs
17 and Class Counsel believe that this Settlement is fair, reasonable and adequate.

18 As consideration for this Settlement, the Maximum Settlement Amount to be paid by Defendant
19 is Four Million Two Hundred Sixty-Five Thousand Dollars (\$4,265,000.00). The Settlement is all-in
20 with no reversion to Defendant and no need to submit a claim form. Decl. Nordrehaug at ¶ 3.

21 Class Counsel has conducted a thorough investigation into the facts of the class action. Over
22 the course of more than three years, Class Counsel diligently evaluated the Class Members' claims
23 against Defendant. Prior to the settlement negotiations, counsel for Defendant provided Class Counsel
24 with access to necessary information for the Class. In addition, Class Counsel previously negotiated
25 settlements with other employers in actions involving nearly identical issues and analogous defenses.
26 Based on the foregoing data and their own independent investigation, evaluation and experience, Class
27 Counsel believes that the settlement with Defendant on the terms set forth in the Settlement is fair,
28 reasonable, and adequate and is in the best interest of the Class in light of all known facts and

1 circumstances, including the risk of significant delay, defenses asserted by Defendant, and potential
2 appellate issues. Decl. Nordrehaug at ¶ 14.

3 Plaintiffs and Class Counsel recognize the expense and length of continuing to litigate and trying
4 these Action against Defendant through possible appeals which could take several years. Class Counsel
5 has also taken into account the uncertain outcome and risk of litigation, especially in complex class
6 actions such as these Action. Class Counsel is also mindful of and recognize the inherent problems of
7 proof under, and alleged defenses to, the claims asserted in the Action. Based upon their evaluation,
8 Plaintiffs and Class Counsel have determined that the Settlement set forth in the Settlement is in the
9 best interest of the Class Members. Decl. Nordrehaug, ¶ 23.

10 Here, there can be no dispute that the litigation has been hard-fought with aggressive and
11 capable advocacy on both sides. The Parties were represented by experienced and capable counsel who
12 zealously advocated their positions. Accordingly, “[t]here is likewise every reason to conclude that
13 settlement negotiations were vigorously conducted at arms’ length and without any suggestion of undue
14 influence.” *In re Wash. Public Power Supply System Sec. Litig.*, 720 F. Supp. at 1392.

15 2. The Settlement Has No "Obvious Deficiencies" and Falls Well Within 16 the Range for Approval

17 The proposed Settlement herein has no "obvious deficiencies" and is well within the range of
18 possible approval. All Class Members will receive an opportunity to participate in the Settlement and
19 receive payment according to the same formula. (Settlement at ¶ III(F)(1).) For the 11,859 Class
20 Members who collectively worked 830,186 pay periods, in reaching the Settlement Plaintiffs
21 determined that the Maximum Settlement Amount provides a value of \$359 per Class Member and \$5
22 per pay period and after deductions the Class Employee Fund provides an average recovery of \$208 per
23 Class Member and a recovery of \$2.97 per pay period. Decl. Nordrehaug, ¶6.

24 In seeking approval, a settling party must provide sufficient information to “enable the court to
25 make an independent assessment of the adequacy of the settlement terms.” *Kullar v. Foot Locker Retail,*
26 *Inc.*, 168 Cal. App. 4th 116, 131-32 (2008). “**Kullar does not ... require any such explicit statement**
27 **of [maximum] value**; it requires a record which allows 'an understanding of the amount that is in
28 controversy and the realistic range of outcomes of the litigation.” *Munoz v. BCI Coca-Cola Bottling*

1 Co., 186 Cal. App. 4th 399, 409-10 (2010) (citing *Kullar*, 168 Cal. App. 4th at 120 (emphasis added)).
2 Here, Plaintiffs prepared a valuation for mediation which provided for the maximum recovery, which
3 then must be tempered by the risks of litigation and the realistic outcomes. The calculations to
4 compensate for the amount due to the Class Members at the time this Settlement was negotiated were
5 calculated by Plaintiffs' expert, Berger Consulting, in advance of mediation. For the individuals whose
6 claims are at issue in this Actions, Plaintiffs analyzed the data for putative class members and
7 determined the potential maximum damages for the class claims. For the Class, Plaintiffs evaluated that
8 the claim for unpaid wages based on alleged off the clock work was \$15,591,915, the maximum
9 potential meal period damages, after deducting meal premiums paid by Defendant, wages were
10 estimated to be \$24,357,283, the maximum potential rest period damages assuming one violation per
11 month were estimated to be \$15,439,435, and the maximum potential damages for failure to provide
12 expense reimbursement for were calculated to be \$1,983,460. In total, the damages for the Class were
13 calculated to have a maximum potential total value of \$57,372,093.⁵ In addition, Plaintiffs calculated
14 that the maximum value of the potential waiting time penalties were between \$2,260,980 and
15 \$42,121,936, and the maximum value of the potential wage statement penalties were \$38,688,000.⁶
16 Decl. Nordrehaug, ¶6.

17 Consequently, the Maximum Settlement Amount represents more than 7% of the value of the
18 potential maximum damages at issue for the Class in this case, assuming these amounts could all be
19
20

21
22 ⁵ The valuation for off-the-clock and expense reimbursement assumed the violation occurred in
23 every pay period, which is likely an overstatement of the value of these claims. The meal period claim
24 was valued based upon the maximum number of violations which could be derived from time punch
data, which also overstates the value of the claim as it does not account for lawful incidents.

25 ⁶ While Plaintiffs alleged claims for statutory penalties pursuant to Labor Code Sections 203 and
26 226, at mediation Plaintiffs recognized that these claims were subject to additional defenses asserted
27 by Defendant, including, but not limited to, a good faith dispute defense as to whether any premium
28 wages for meal or rest periods or other wages were owed given Defendant's position that Plaintiff were
properly compensated. *See Nordstrom Commission Cases*, 186 Cal. App. 4th 576, 584 (2010) ("There
is no willful failure to pay wages if the employer and employee have a good faith dispute as to whether
and when the wages were due.").

1 proven in full at trial.⁷ The above maximum calculations should then be significantly adjusted in
2 consideration for both the risk of class certification and the risk of establishing class-wide liability on
3 all claims. Given the amount of the Settlement as compared to the potential value of the claims, the
4 Settlement is most certainly fair and reasonable.⁸ Clearly, the goal of this litigation has been met. Decl.
5 Nordrehaug, ¶6.

6 Where both sides face significant uncertainty, the attendant risks favor settlement. *Hanlon v.*
7 *Chrysler Corp.*, 150 F.3d 1011, 1026 (9th Cir. 1998). Here, a number of defenses asserted by
8 Defendant present serious threats to the claims of the Plaintiffs and the other Class Members.
9 Defendant asserted that Defendant's practices complied with all applicable Labor laws. Defendant
10 argued that all work time was properly paid for and that the work time recording practices were lawful.
11 Defendant contend that its meal and rest period policies fully complied with California law and that
12 Defendant's timekeeping system recorded meal periods, paid for missed meal periods, and was not
13 required to record rest periods. Defendant established that it paid significant premiums for any alleged
14 meal or rest period violation. As to expenses reimbursement, Defendant contended that it did not fail
15 to provide reimbursement for necessary business expenses and that claimed expenses were voluntary
16 and convenient and therefore not required reimbursement. Defendant also argued that it provided all
17 required equipment to employees in order for them to perform their required job duties. Defendant
18 could argue that the Supreme Court decision in *Brinker v. Superior Court*, 53 Cal. 4th 1004 (2012),
19 weakened Plaintiffs' claims, on liability, value, and class certifiability as to the meal and rest period
20 claims. Defendant also argues that based on its facially lawful practices, they acted in good faith and

21
22 ⁷ Because the PAGA claim does not provide a recovery to the Class, Plaintiffs have not included
23 the PAGA claim in this discussion of the class claim valuation. The PAGA claim is addressed in the
Decl. Nordrehaug at ¶ 33.

24 ⁸ See *Dunleavy v. Nadler (In re Mego Fin. Corp. Sec. Litig.)*, 213 F.3d 454, 459 (9th Cir. 2000)
25 approving settlement which represented "roughly one-sixth of the potential recovery"); *Stovall-Gusman*
26 *v. W.W. Granger, Inc.*, 2015 U.S. Dist. LEXIS 78671, at *12 (N.D. Cal. 2015) (granting final approval
27 where "the proposed Total Settlement Amount represents approximately 10% of what class might have
28 been awarded had they succeeded at trial."); *Viceral v. Mistras Grp., Inc.*, 2016 WL 5907869 (N.D. Cal.
2016) (approving wage and hour class action settlement amounting to 8.1% of full verdict value); *Ma*
v. Covidien Holding, Inc., 2014 WL 2472316, (C.D. Cal. 2014) (approving wage and hour class action
settlement worth "somewhere between 9% and 18%" of full verdict value).

1 without willfulness, which if accepted would negate the claims for waiting time penalties and/or
2 inaccurate wage statements. If successful, Defendant's defenses could eliminate or substantially reduce
3 any recovery to the Class. While Plaintiffs believe that these defenses could be overcome, Defendant
4 maintains these defenses have merit and therefore present a serious risk to recovery by the Class. Decl.
5 Nordrehaug, ¶ 24.

6 There was also a significant risk that, if the Actions were not settled, Plaintiffs would be unable
7 to obtain class certification and thereby not recover on behalf of any employees other than themselves.
8 Defendant argued that the individual experience of each putative class member varied with respect to
9 the claims. Defendant could also contest class certification by arguing injury and good faith were case
10 by case determinations that precluded class certification. Plaintiffs are aware of other cases where class
11 certification of similar claims was denied. *See e.g. Cacho v. Eurostar, Inc.*, 43 Cal. App. 5th 885 (2019)
12 (denying certification of rest break claims). Finally, even if class certification was successful, as
13 demonstrated by the California Supreme Court decision in *Duran v. U.S. Bank National Assn.*, 59 Cal.
14 4th 1 (2014), there are significant hurdles to overcome for a class wide recovery even where the class
15 has been certified. While other cases have approved class certification in wage and hour claims, class
16 certification in this action would have been hotly disputed and was by no means a foregone conclusion.
17 Decl. Nordrehaug, ¶ 25.

18 After arm's length negotiations between experienced and informed counsel, the Parties
19 recognized the potential risks and agreed on the Settlement with a Maximum Settlement Amount of
20 \$4,265,000.00. As the Court held in *Glass*, where the parties faced uncertainties similar to those here:

21 In light of the above-referenced uncertainty in the law, the risk, expense, complexity,
22 and likely duration of further litigation likewise favors the settlement. Regardless of how
23 this Court might have ruled on the merits of the legal issues, the losing party likely
24 would have appealed, and the parties would have faced the expense and uncertainty of
litigating an appeal. 'The expense and possible duration of the litigation should be
considered in evaluating the reasonableness of [a] settlement.'

25 2007 WL 221862, at *4 (quoting *In re Mego Financial Corp. Securities Litigation*, 213 F.3d 454, 458
26 (9th Cir. 2000)).

27 **3. The Settlement Does Not Improperly Grant Preferential Treatment To 28 Class Representatives or Segments Of The Class**

The relief provided in the Settlement will benefit all members of the Class. The Settlement does

1 not grant preferential treatment to Plaintiffs or segments of the Class in any way. Payments to the Class
2 Members are all determined under a neutral methodology. Each Participating Class Member will
3 receive the same opportunity to participate in and receive payment through a neutral formula that is
4 based upon the pay periods worked by that individual. Decl. Nordrehaug, ¶4.

5 Plaintiffs will apply to the Court for Class Representative Service Awards in consideration for
6 their service and for the risks undertaken on behalf of the class. (Settlement at ¶ III(D).) Plaintiffs
7 performed their duties admirably by working with Class Counsel. Decl. Nordrehaug at ¶27. Plaintiffs
8 will present detailed declarations addressing their work and service at the time of final approval. For
9 purposes of this preliminary approval stage, the requested service award of \$10,000 is well within the
10 accepted range of awards for purposes of preliminary approval. *See e.g. Mathein v. Pier 1 Imps. (U.S.),*
11 *Inc.*, 2018 U.S. Dist. LEXIS 71386 (E.D. Cal. 2018) (awarding \$12,500 where average class member
12 payment was \$351); *Holman v. Experian Info. Solutions, Inc.*, 2014 U.S. Dist. LEXIS 173698 (N.D.
13 Cal. 2014) (approving \$10,000 service award where class member recovery was \$375); *Louie v. Kaiser*
14 *Foundation Health Plan, Inc.*, 2008 WL 4473183, *7 (S.D.Cal. 2008) (awarding \$25,000 service award
15 to each of six plaintiffs in overtime class action); *Glass v. UBS Fin. Servs.*, 2007 WL 221862, *16-17
16 (N.D.Cal. 2007) (awarding \$25,000 service award in overtime class action and a pool of \$100,000 in
17 enhancements). As explained in *Glass*, service awards are routinely awarded to class representatives
18 to compensate the employees for the time and effort expended on the case, for the risk of litigation, for
19 the fear of suing an employer and retaliation there from, and to serve as an incentive to vindicate the
20 statutory rights of all employees. 2007 WL 221862 at *16-17.

21 **4. The Stage Of The Proceedings Are Sufficiently Advanced To Permit** 22 **Preliminary Approval Of The Settlement**

23 The stage of the proceedings at which this Settlement was reached also militates in favor of
24 preliminary approval and ultimately, final approval of the Settlement. Class Counsel has conducted a
25 thorough investigation into the facts of the class action. Class Counsel began investigating the Class
26 Members' claims before the Action was filed. Class Counsel engaged in an investigation of the claims
27 and conducted a review and analysis of the relevant documents and data. Class Counsel was also
28 experienced with the claims at issue here, as Class Counsel previously litigated and settled similar

1 claims in other actions. Accordingly, the agreement to settle did not occur until Class Counsel
2 possessed sufficient information to make an informed judgment regarding the likelihood of success on
3 the merits and the results that could be obtained through further litigation. Decl. Nordrehaug at ¶28.

4 Based on the foregoing data and their own independent investigation and evaluation, Class
5 Counsel is of the opinion that the Settlement with Defendant for the consideration and on the terms set
6 forth in the Settlement is fair, reasonable, and adequate and is in the best interest of the Class in light
7 of all known facts and circumstances, including the risk of significant delay, defenses asserted by
8 Defendant, and numerous potential appellate issues. There can be no doubt that Counsel for both
9 parties possessed sufficient information to make an informed judgment regarding the likelihood of
10 success on the merits and the results that could be obtained through further litigation. Decl. Nordrehaug
11 at ¶29.

12 In *Glass*, the Northern District of California granted final approval of an overtime wage action
13 although in *Glass* no formal discovery had been conducted prior to the settlement:

14 Here, no formal discovery took place prior to settlement. As the Ninth Circuit has
15 observed, however, '[i]n the context of class action settlements, 'formal discovery is not
16 a necessary ticket to the bargaining table' where the parties have sufficient information
17 to make an informed decision about settlement.'"

18 *Glass*, 2007 U.S. Dist. LEXIS 8476 at *14 (quoting *In re Mego Financial Corp. Securities Litigation*,
19 213 F.3d at 459).

20 Here, Class Counsel was in far better position to evaluate the fairness of this Settlement because
21 Class Counsel performed formal discovery and received all necessary information which was evaluated
22 with the assistance of an expert, and also performed independent investigations and due diligence to
23 confirm the accuracy of the information supplied by Defendant.

24 **V. THE CLASS IS PROPERLY CERTIFIED FOR SETTLEMENT PURPOSES ONLY**

25 Plaintiffs contend that the proposed settlement meets all of the requirements for class
26 certification under California Code of Civil Procedure § 382 as demonstrated below, and therefore, the
27 Court may appropriately approve the Class as defined in the Settlement. This Court should
28 conditionally certify the Class for settlement purposes only, defined as follows:

All current and former non-exempt employees of Defendant, excluding bargaining unit
nurses, during the Class Period.

1 (Settlement at ¶ I(D).)

2 The “Class Period” is from September 23, 2015 through March 12, 2023. (Settlement at ¶ I(E).)

3 **A. California Code of Civil Procedure § 382**

4 Plaintiffs seek certification of this Class for settlement purposes under California Code of Civil
5 Procedure § 382. The California Supreme Court has summarized the standard for determining whether
6 class certification is appropriate as follows:

7 Code of Civil Procedure Section 382 authorizes class actions “when the question is one
8 of a common or general interest, of many persons, or when the parties are numerous, and
9 it is impracticable to bring them all before the court....” The party seeking certification
10 has the burden to establish the existence of both an ascertainable class and a well-
11 defined community of interest among class members. (*citations omitted*). The
12 “community of interest” requirement embodies three factors: (1) predominant common
13 questions of law or fact; (2) class representatives with claims or defenses typical of the
14 class; and (3) class representatives who can adequately represent the class.

15 *Sav-On Drug Stores, Inc. v. Superior Court*, 34 Cal. 4th 319, 326 (2004).

16 While Defendant reserves all rights to dispute that the Plaintiffs can satisfy these requirements,
17 the Parties agree that Defendant will not dispute that these requirements may be satisfied in this case
18 for purposes of settlement only and therefore, the proposed Class should be certified for purposes of
19 settlement only.

20 **B. The Proposed Class Is Ascertainable and Numerous**

21 Plaintiffs bring this Action on behalf of a Class of individuals during the applicable Class
22 Period. Plaintiffs assert that all of these individuals are ascertainable because the class members can
23 readily be determined through examination of Defendant’s files. Given that the Class consists of
24 approximately 11,859 members, Plaintiffs maintain that numerosity is clearly satisfied. *See Bowles v.*
25 *Superior Court*, 44 Cal.2d 574 (1955) (class with 10 members sufficiently numerous); *Rose v. City of*
26 *Hayward*, 126 Cal.App.3d 926, 934 (1981) (class of 48 members satisfies numerosity requirement.)
27 Here, Plaintiffs assert that the 11,859 current and former employees that comprise the Class can be
28 identified based on Defendant’s records and are sufficiently numerous for class certification. Decl.
Nordrehaug at ¶30.

C. Common Issues of Law and Fact Predominate

Predominance of common issues of law or fact does not require that the common issues be

dispositive of the entire controversy or even that they be dispositive of all liability issues. 1 *Newberg*
2 *on Class Actions*, Section 4.25 at 4-82, 4-83 (1992). “Predominance is a comparative concept, and ‘the
3 necessity for class members to individually establish eligibility and damages does not mean individual
4 fact questions predominate.’” *Sav-On*, 34 Cal. 4th at 334.

Commonality exists if there is a predominant common legal question regarding how an
5 employer’s policies impact its employees. *Ghazaryan v. Diva Limousine, Ltd.*, 169 Cal. App. 4th 1524,
6 1536 (2008) (“[T]he common legal question remains the overall impact of Diva’s policies on its
7 drivers.”) Whether the plaintiff is likely to prevail on their theory of recovery is irrelevant at the
8 certification stage since the question is “essentially a procedural one that does not ask whether an action
9 is legally or factually meritorious.” *Linder v. Thrifty Oil Co.*, 23 Cal. 4th 429, 439-440 (2003).

Here, Plaintiffs contend that common questions of law and fact are present, and specifically the
11 common questions of whether Defendant properly paid all earned wages, whether the Defendant failed
12 to provide meal and rest periods to Class Members, whether Class Members were lawfully compensated
13 for all hours worked, whether Defendant failed to provide required expense reimbursement, and whether
14 Class Members are entitled to damages and penalties as a result of these practices. Decl. Nordrehaug,
15 ¶30. Defendant disputes that common questions predominate but will not oppose such a finding for
16 purposes of this Settlement only.

18 **D. The Claims of the Plaintiffs Are Typical of the Class Claims**

The typicality requirement requires the Plaintiffs to demonstrate that the members of the Class
19 have the same or similar claims as the Plaintiffs. “The typicality requirement is met when the claims
20 of the [p]laintiff arise from the same event or are based on the same legal theories.” *Tate v.*
21 *Weyerhaeuser Co.*, 723 F.2d 598, 608 (8th Cir. 1983). In *Hanlon, supra*, 150 F.3d at 1020, the Ninth
22 Circuit held that “[u]nder the rule’s permissive standards, representative claims are ‘typical’ if they are
23 reasonably coextensive with those of absent class members; they need not be substantially identical.”
24

In the instant case, Plaintiffs contend that there can be little doubt that the typicality requirement
25 is satisfied. The Plaintiffs, like every other member of the Class, worked for Defendant as non-exempt
26 employee during the Class Period. Plaintiffs contend that, like every other member of the Class, they
27 were subject to the same practices and policies of Defendant and are subject to the same defenses. Thus,
28

1 Plaintiffs assert that the claims of the Plaintiffs and the Class Members arise from the same course of
2 conduct by the Defendant, involve the same employment policies and practices of Defendant, and are
3 based on the same legal theories. Decl. Nordrehaug at ¶30. For purposes of settlement, Plaintiffs assert
4 that the typicality requirement is met as to the common issues presented in this case. Defendant
5 disputes typicality but Defendant does not oppose a finding of typicality for purposes of this Settlement
6 only.

7 **E. The Class Representation Fairly and Adequately Protected the Class**

8 Plaintiffs contend that the Class Members are adequately represented here because Plaintiffs and
9 representing counsel (a) do not have any conflicts of interest with other class members, and (b) will
10 prosecute the case vigorously on behalf of the class. *Hanlon*, 150 F.3d at 1020. This requirement is
11 met here. First, Plaintiffs are well aware of their duties as the representative of the class and have
12 actively participated in the prosecution of this case to date. They effectively communicated with
13 counsel, provided documents to counsel and participated in the investigation and negotiations in the
14 Action. Second, Plaintiffs retained competent counsel who are experienced in employment class actions
15 and who have no conflicts. Decl. Nordrehaug at ¶ 31; Declaration of James Hawkins at ¶3. Third, there
16 is no antagonism between the interests of the Plaintiffs and those of the Class. Both the Plaintiffs and
17 the Class Members seek monetary relief under the same set of facts and legal theories. Defendant
18 disputes that the adequacy requirement is satisfied but will not oppose such a finding for purposes of
19 this Settlement only.

20 **F. The Superiority Requirement Is Met**

21 To certify a class, the Court must also determine that a class action is superior to other available
22 methods for the fair and efficient adjudication of the controversy. “Where classwide litigation of
23 common issues will reduce litigation costs and promote greater efficiency, a class action may be
24 superior to other methods of litigation.” *Valentino v. Carter-Wallace, Inc.*, 97 F.3d 1227, 1234 (9th Cir.
25 1996). As courts have previously observed:

26 Absent class treatment, each individual plaintiff would present in separate, duplicative
27 proceedings the same or essentially the same arguments and evidence, including expert
28 testimony. The result would be a multiplicity of trials conducted at enormous expense
to both the judicial system and the litigants. “It would be neither efficient nor fair to
anyone, including defendants, to force multiple trials to hear the same evidence and

1 decide the same issues.”

2 *Sav-On*, 34 Cal. 4th at 340, citing *Boggs v. Divested Atomic Corp.*, 141 F.R.D. 58, 67 (S.D. Ohio 1991).

3 Here, Plaintiffs contend that a class action is the superior mechanism for resolution of the claims
4 as pled by the Plaintiffs. While Defendant disputes that class treatment is superior, Defendant does not
5 dispute a finding of superiority in this action for purposes of this Settlement only.

6 **VI. THE PROPOSED METHOD OF CLASS NOTICE IS APPROPRIATE**

7 The Court has broad discretion in approving a practical notice program. The Parties have agreed
8 upon procedures by which the Class Members will be provided with written notice of the Settlement
9 similar to that approved and utilized in hundreds of class action settlements. In accordance with the
10 Settlement, Defendant will provide to the Settlement Administrator a confidential electronic spreadsheet
11 containing the Class Data. (Settlement at ¶ III(K)(1).) Within 14 days after receiving the Class Data,
12 the Settlement Administrator will mail the Class Notice to all Class Members via first-class U.S. Mail
13 using the most current mailing address information available. (Settlement at ¶ III(K)(2).)

14 The Class Notice, drafted jointly and agreed upon by the Parties through their respective counsel
15 and to be approved by the Court, includes all relevant information. (See Exhibit “A” to the Settlement.)
16 The Class Notice will include, among other information: (i) information regarding the Action; (ii) the
17 impact on the rights of the Class Members if they do not opt out, including a description of the
18 applicable release; (iii) information to the Class Members regarding how to opt out and how to object
19 to the Settlement; (iv) the estimated Individual Settlement Payment for each of the Class Members; (iii)
20 the amount of attorneys’ fees and expenses to be sought; (v) the amount of the Plaintiffs’ service award
21 request; and (vi) the anticipated expenses of the Settlement Administrator. Decl. Nordrehaug at ¶32.

22 The Class Notice will state that the Class Members shall have forty-five (45) days from the date
23 that the Notice is mailed to them (the “Response Deadline”) to request exclusion (opt-out) or to submit
24 an objection. (Settlement at ¶ III(I).) Class Members shall be given the opportunity to object to the
25 Settlement and/or requests for attorneys’ fees and expenses and to appear at the Final Approval Hearing.
26 (Settlement at ¶ III(I)(2).) Class Members who do not submit a timely and proper request to opt-out will
27 automatically receive a payment of their Individual Settlement Payment. This notice program was
28 designed to meaningfully reach the Class Members and it advises them of all pertinent information

1 concerning the Settlement. Decl. Nordrehaug at ¶32. The mailing and distribution of the Class Notice
2 satisfies the requirements of due process and is the best notice practicable under the circumstances and
3 complies with Rules of Court 3.766 and 3.769(f).

4 **VII. CONCLUSION**

5 Plaintiffs respectfully request that the Court preliminarily approve the proposed settlement and
6 sign the proposed Preliminary Approval Order, which is submitted herewith, and schedule the final
7 fairness hearing for a date that is one hundred twenty (120) days from the date of Preliminary Approval.

8 Dated: March 14, 2023

JAMES HAWKINS APLC

9 By: /s/ Greg Mauro
10 James R. Hawkins, Esq.
Gregory Mauro, Esq.

11 **BLUMENTHAL NORDREHAUG BHOWMIK**
12 **DE BLOUW LLP**

13 By: /s/ Kyle Nordrehaug
14 Kyle R. Nordrehaug, Esq.

15 Attorney for Plaintiffs
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1	<i>Vasquez v. Superior Court</i> ,	
2	4 Cal.3d 800 (1971)	6
3	<i>Viceral v. Mistras Grp., Inc.</i> ,	
4	2016 WL 5907869 (N.D. Cal. Oct. 11, 2016).	12
5	<i>Weinberger v. Kendrick</i> ,	
6	698 F.2d 61 (2d Cir. 1982), <i>cert. denied</i> 464 U.S. 818 (1983).	7
7	<i>Wershba v. Apple Computer, Inc.</i> ,	
8	91 Cal.App.4th 224 (2001)	6

Statutes, Rules and Regulations:

9	California Code of Civil Procedure §382	15, 16
10	California Labor Code §203	11
11	California Labor Code §226	11
12	California Rules of Court, rule 3.766	20
13	California Rules of Court, rule 3.769	5, 20

Secondary Sources:

14	2 H. Newberg & A. Conte, <i>Newberg on Class Actions</i> (3d ed. 1992)	5, 6, 17
15	<i>Manual For Complex Litigation</i> , (Second), §30.44, 41.43 (1993).	5
16	3B J. Moore, <i>Moore's Federal Practice</i> §§23.80 - 23.85 (2003)	6

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