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**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
IN AND FOR THE COUNTY OF SANTA CLARA**

DOUGLAS PATTON, on behalf of the  
State of California, as a private attorney  
general, and as an individual, on behalf of  
himself and on behalf of all persons  
similarly situated, and SALVADOR  
REYNOSA, JR., an individual, on behalf of  
himself and on behalf of all persons  
similarly situated,

Plaintiff,

vs.

HOME DEPOT U.S.A., INC., a  
Corporation; and Does 1 through 50,  
Inclusive,

Defendants.

**Case No. 21CV387956**

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

Hearing Date: April 4, 2024  
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Judge: Hon. Charles F. Adams  
Dept: 7

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## TABLE OF CONTENTS

|      |                                                                                                                               |    |
|------|-------------------------------------------------------------------------------------------------------------------------------|----|
| I.   | INTRODUCTION .....                                                                                                            | 1  |
| II.  | DESCRIPTION OF THE SETTLEMENT.....                                                                                            | 2  |
| III. | CASE BACKGROUND.....                                                                                                          | 4  |
| IV.  | THE SETTLEMENT MEETS THE CRITERIA NECESSARY FOR THIS COURT<br>TO GRANT PRELIMINARY APPROVAL .....                             | 5  |
| A.   | The Role Of The Court In Preliminary Approval Of A<br>Class Action Settlement .....                                           | 6  |
| B.   | Factors To Be Considered In Granting Preliminary Approval.....                                                                | 7  |
| 1.   | The Settlement is the Product of Serious, Informed and<br>Arm's Length Negotiations by Experienced Counsel.....               | 7  |
| 2.   | The Settlement Has No "Obvious Deficiencies" and Falls Within<br>the Range for Approval.....                                  | 10 |
| 3.   | The Settlement Does Not Improperly Grant Preferential<br>Treatment To Class Representatives or Segments Of The<br>Class ..... | 13 |
| 4.   | The Stage Of The Proceedings Are Sufficiently Advanced<br>To Permit Preliminary Approval Of The Settlement .....              | 14 |
| V.   | THE CLASS IS PROPERLY CERTIFIED FOR SETTLEMENT PURPOSES .....                                                                 | 15 |
| A.   | California Code of Civil Procedure § 382 .....                                                                                | 15 |
| B.   | The Proposed Class Is Ascertainable and Numerous .....                                                                        | 16 |
| C.   | Common Issues of Law and Fact Predominate.....                                                                                | 16 |
| D.   | The Claims of the Plaintiffs Are Typical of the Class Claims .....                                                            | 17 |
| E.   | The Class Representation Fairly and Adequately Protected the Class.....                                                       | 17 |
| F.   | The Superiority Requirement Is Met .....                                                                                      | 18 |
| VI.  | THE PROPOSED METHOD OF CLASS NOTICE IS APPROPRIATE .....                                                                      | 18 |
| VII. | CONCLUSION.....                                                                                                               | 19 |

## TABLE OF AUTHORITIES

| <u>Cases:</u>                                                                                                     | <u>Page:</u> |
|-------------------------------------------------------------------------------------------------------------------|--------------|
| <i>Brinker v. Superior Court</i> ,<br>53 Cal. 4th 1004 (2012) .....                                               | 12           |
| <i>Boggs v. Divested Atomic Corp.</i> ,<br>141 F.R.D. 58 (S.D. Ohio 1991) .....                                   | 18           |
| <i>Bowles v. Superior Court</i> ,<br>44 Cal.2d 574 (1955) .....                                                   | 16           |
| <i>Boyd v. Bechtel Corp.</i> ,<br>485 F.Supp. 610 (N.D. Cal. 1979) .....                                          | 7            |
| <i>Cacho v. Eurostar, Inc.</i> ,<br>43 Cal. App. 5th 885 (2019) .....                                             | 12           |
| <i>Cellphone Termination Fee Cases</i> ,<br>180 Cal.App.4th 1110 (2009) .....                                     | 5            |
| <i>Cho v. Seagate Tech. Holdings, Inc.</i> ,<br>177 Cal. App. 4th 734 (2009) .....                                | 6            |
| <i>Dunk v. Ford Motor Co.</i> ,<br>48 Cal.App.4th 1794 (1996) .....                                               | 5, 6, 8      |
| <i>Dunleavy v. Nadler (In re Mego Fin. Corp. Sec. Litig.)</i> ,<br>213 F.3d 454 (9 <sup>th</sup> Cir. 2000) ..... | 11, 13, 15   |
| <i>Duran v. U.S. Bank National Assn.</i> ,<br>59 Cal. 4th 1 (2014) .....                                          | 12           |
| <i>Frazier v. City of Richmond</i> ,<br>184 Cal.App.3d 1491 (1986) .....                                          | 5            |
| <i>Gautreaux v. Pierce</i> ,<br>690 F.2d 616 (7th Cir. 1982) .....                                                | 5            |
| <i>Ghazaryan v. Diva Limousine, Ltd.</i> ,<br>169 Cal. App. 4th 1524 (2008) .....                                 | 16           |
| <i>Glass v. UBS Fin. Servs.</i> ,<br>2007 U.S. Dist. LEXIS 8476 (N.D.Cal. 2007) .....                             | 13, 14, 15   |
| <i>Green v. Obledo</i> ,<br>29 Cal.3d 126 (1981) .....                                                            | 5            |
| <i>Hanlon v. Chrysler Corp.</i> ,<br>150 F.3d 1011 (9 <sup>th</sup> Cir. 1998) .....                              | 11, 17       |
| <i>Holman v. Experian Info. Solutions, Inc.</i> ,<br>2014 U.S. Dist. LEXIS 173698 (N.D. Cal. 2014) .....          | 13           |

|    |                                                             |         |
|----|-------------------------------------------------------------|---------|
| 1  | <i>In re Tableware Antitrust Litig.</i> ,                   |         |
| 2  | 484 F.Supp. 2d 1078 (N.D. Cal. 2007) . . . . .              | 7       |
| 3  | <i>In re Wash. Public Power Supply System Sec. Litig.</i> , |         |
| 4  | 720 F. Supp. 1379 (D. Ariz. 1989) . . . . .                 | 7, 9    |
| 5  | <i>Kirkorian v. Borelli</i> ,                               |         |
| 6  | 695 F. Supp. 446 (N.D. Cal. 1988) . . . . .                 | 7       |
| 7  | <i>Kullar v. Foot Locker</i> ,                              |         |
| 8  | 168 Cal. App. 4th 116 (2008) . . . . .                      | 8       |
| 9  | <i>Linder v. Thrifty Oil Co.</i> ,                          |         |
| 10 | 23 Cal. 4th 429 (2003) . . . . .                            | 16      |
| 11 | <i>Lockheed Martin Corp. v. Superior Ct.</i> ,              |         |
| 12 | 29 Cal. 4th 1096, 1108 (2003) . . . . .                     | 12      |
| 13 | <i>Louie v. Kaiser Foundation Health Plan, Inc.</i> ,       |         |
| 14 | 2008 WL 4473183 (S.D.Cal. 2008) . . . . .                   | 13      |
| 15 | <i>Ma v. Covidien Holding, Inc.</i> ,                       |         |
| 16 | 2014 WL 2472316, (C.D. Cal. 2014) . . . . .                 | 11      |
| 17 | <i>Mathein v. Pier 1 Imps. (U.S.), Inc.</i> ,               |         |
| 18 | 2018 U.S. Dist. LEXIS 71386 (E.D. Cal. 2018) . . . . .      | 13      |
| 19 | <i>Nat'l Rural Telecomms. Coop. v. DIRECTV, Inc.</i> ,      |         |
| 20 | 221 F.R.D. 523 (C.D. Cal. 2004) . . . . .                   | 7       |
| 21 | <i>Nordstrom Comm'n Cases</i> ,                             |         |
| 22 | 186 Cal. App. 4th 576 (2010) . . . . .                      | 5, 11   |
| 23 | <i>Officers for Justice v. Civil Service Com'n, etc.</i> ,  |         |
| 24 | 688 F.2d. 615 (9th Cir. 1982) . . . . .                     | 5, 6, 7 |
| 25 | <i>Rose v. City of Hayward</i> ,                            |         |
| 26 | 126 Cal.App.3d 926 (1981) . . . . .                         | 15      |
| 27 | <i>Salazar v. See's Candy Shops Inc.</i> ,                  |         |
| 28 | 64 Cal.App.5th 85 (2021) . . . . .                          | 12      |
|    | <i>Sav-On Drug Stores, Inc. v. Superior Court</i> ,         |         |
|    | 34 Cal. 4th 319 (2004) . . . . .                            | 16, 18  |
|    | <i>Sayaman v. Baxter Healthcare Corp.</i> ,                 |         |
|    | 2010 U.S. Dist. LEXIS 151997 (C.D. Cal. 2010) . . . . .     | 5       |
|    | <i>Stovall-Gusman v. W.W. Granger, Inc.</i> ,               |         |
|    | 2015 U.S. Dist. LEXIS 78671 (N.D. Cal. 2015) . . . . .      | 11      |
|    | <i>Tate v. Weyerhaeuser Co.</i> ,                           |         |
|    | 723 F.2d 598 (8th Cir. 1983) . . . . .                      | 17      |

|    |                                                                              |          |
|----|------------------------------------------------------------------------------|----------|
| 1  | <i>Valentino v. Carter-Wallace, Inc.</i> ,                                   |          |
| 2  | 97 F.3d 1227 (9th Cir. 1996) .....                                           | 18       |
| 3  | <i>Vasquez v. Superior Court</i> ,                                           |          |
| 4  | 4 Cal.3d 800 (1971) .....                                                    | 5        |
| 5  | <i>Viceral v. Mistras Grp., Inc.</i> ,                                       |          |
| 6  | 2016 WL 5907869 (N.D. Cal. Oct. 11, 2016).....                               | 11       |
| 7  | <i>Weinberger v. Kendrick</i> ,                                              |          |
| 8  | 698 F.2d 61 (2d Cir. 1982), <i>cert. denied</i> 464 U.S. 818 (1983).....     | 6, 7     |
| 9  | <i>Wershba v. Apple Computer, Inc.</i> ,                                     |          |
| 10 | 91 Cal.App.4th 224 (2001) .....                                              | 6        |
| 11 | <b><u>Statutes, Rules and Regulations:</u></b>                               |          |
| 12 | California Code of Civil Procedure §382 .....                                | 15       |
| 13 | California Labor Code §203 .....                                             | 11       |
| 14 | California Labor Code §226 .....                                             | 11       |
| 15 | California Rules of Court, rule 3.766 .....                                  | 19       |
| 16 | California Rules of Court, rule 3.769 .....                                  | 5, 19    |
| 17 | <b><u>Secondary Sources:</u></b>                                             |          |
| 18 | 2 H. Newberg & A. Conte, <i>Newberg on Class Actions</i> (3d ed. 1992) ..... | 5, 6, 15 |
| 19 | <i>Manual For Complex Litigation</i> , (Second), §30.44, 41.43 (1993).....   | 5        |
| 20 | 3B J. Moore, <i>Moore's Federal Practice</i> §§23.80 - 23.85 (2003) .....    | 6        |
| 21 |                                                                              |          |
| 22 |                                                                              |          |
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| 24 |                                                                              |          |
| 25 |                                                                              |          |
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1     **I.     INTRODUCTION**

2             Plaintiffs Salvador Reynosa, Jr. and Douglas Patton (“Plaintiffs”) respectfully submit this  
3 memorandum in support of the unopposed motion for preliminary approval of the proposed class and  
4 representative action settlement with Home Depot U.S.A., Inc. (“Defendant”), and seeks entry of an  
5 order: (1) preliminarily approving the proposed settlement of this class and representative action with  
6 Defendant; (2) for settlement purposes only, conditionally certifying the Class, which is comprised of  
7 all non-exempt, hourly associates employed by Home Depot U.S.A., Inc. (and its past and present  
8 Affiliates) in the State of California at a California supply chain facility at any point during the Class  
9 Period, excluding those associates who worked at the Tracy RDC prior to June 17, 2021; (3)  
10 provisionally appointing Plaintiffs as the representatives of the Class; (4) provisionally appointing  
11 Norman B. Blumenthal, Kyle R. Nordrehaug, Aparajit Bhowmik, Nicholas J. DeBlouw, and Christine  
12 T. LeVu of Blumenthal Nordrehaug Bhowmik De Blouw LLP as Class Counsel for the Class; (5)  
13 approving the form and method for providing class-wide notice; (6) directing that notice of the  
14 proposed settlement be given to the Class; (7) appointing ILYM Group as the Settlement Administrator;  
15 and (8) scheduling a final approval hearing date proposed for September 5, 2024 to consider Plaintiffs’  
16 motion for final approval of the settlement and for approval of attorneys' fees and expenses. Plaintiffs  
17 and Defendant (collectively the “Parties”) have reached a full and final settlement of the  
18 above-captioned action, which is set forth in the Joint Stipulation of Class Action and PAGA Settlement  
19 and Release (“Agreement”) filed concurrently with the Court.<sup>1</sup> A copy of the fully executed  
20 Agreement is attached as Exhibit #1 to the Declaration of Kyle Nordrehaug (“Decl. Nordrehaug”),  
21 served and filed herewith.

22             As consideration for this Settlement, the Maximum Settlement Payment is One Million One  
23 Hundred Twelve Thousand and Five Hundred U.S. Dollars (\$1,112,500) to be paid by Defendant, as  
24 set forth in the Agreement. The Maximum Settlement Payment will settle all issues pending in the  
25 Action between the Parties and will be made in settlement of the Released Class Claims. The  
26 Maximum Settlement Payment includes all attorneys' fees and litigation costs, the Service Enhancement  
27

28             <sup>1</sup> Capitalized terms shall have the same meaning as defined in the Agreement.

1 payment to the Class Representatives, all settlement administration and distribution fees and costs, the  
2 Reserve Fund, the PAGA Penalty Allocation, and all required payments to the Settlement Class. The  
3 Maximum Settlement Payment does not include the employer's share of payroll taxes which will be  
4 separately paid by Defendant. The Settlement is all-in with no reversion to Defendant and no need to  
5 submit a claim form. Decl. Nordrehaug at ¶3.

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

8 **\$1,112,500** (Maximum Settlement Payment)

- 9 - \$20,000 (Plaintiffs' proposed service awards not to exceed \$10,000 each)
- \$50,500 (Class Counsel litigation costs - not to exceed amount)
- 10 - \$370,333 (Class Counsel attorneys' fees - not to exceed one-third of settlement)
- \$20,000 (PAGA Penalty Allocation - 75% to LWDA / 25% to PAGA Group Members)
- 11 - \$60,000 (Settlement Administration Expenses - not to exceed amount)
- \$10,000 (Reserve Fund)

12 **\$581,167** (Net Settlement Amount)

13 Based upon 12,000 Class Members who collectively worked no more than 827,200 Workweeks  
14 (Agreement at ¶ 81), the Maximum Settlement Payment provides a value of \$92.70 per Class Member  
15 and no less than \$1.34 per Workweek and after deductions, the Net Settlement Amount provides an  
16 average recovery of \$48.43 per Class Member and a recovery of no less than \$0.70 per Workweek.  
Decl. Nordrehaug at ¶6.

17 On November 14, 2022, the Parties participated in an all-day mediation session presided over  
18 by Jeff Ross, Esq., a respected and experienced mediator of wage and hour class actions. After months  
19 of negotiations involving Mr. Ross, the Parties reached a global settlement and fully executed a  
20 memorandum of understanding regarding material settlement terms on April 14, 2023. Decl.  
21 Nordrehaug at ¶5. The Settlement is fair, reasonable and adequate, and should be preliminarily  
22 approved because there is a substantial monetary payment, and there are substantial litigation and  
23 class-certification risks. Therefore, Plaintiffs respectfully request that this Court grant preliminary  
24 approval of the Agreement and enter the proposed order submitted herewith.

25 **II. DESCRIPTION OF THE SETTLEMENT**

26 The Maximum Settlement Payment is One Million One Hundred Twelve Thousand and Five  
27 Hundred U.S. Dollars (\$1,112,500). (Agreement at ¶ 1.22.) Under the Settlement, the Maximum  
28

1 Settlement Payment consists of the following elements: (1) payment of the Settlement Payments to the  
2 Settlement Class Members; (2) Court-approved attorneys' fees and litigation costs; (3) Settlement  
3 Administration Expenses; (4) the Service Enhancements to Plaintiffs; and (5) the PAGA Penalty  
4 Allocation payment. (Agreement at ¶ 37.) The Maximum Settlement Payment does not include  
5 Defendant's share of payroll taxes. (Agreement at ¶ 37.) The Maximum Settlement Payment shall be  
6 all-in with no reversion to Defendant. (Agreement at ¶ 79.) Decl. Nordrehaug at ¶15.

7 Within twenty-one (21) days after the Settlement Effective Date, Defendant shall deposit the  
8 Maximum Settlement Payment with the Depository Bank. (Agreement at ¶ 95.) The distribution of  
9 Settlement Payments to Settlement Class Members along with the other Court-approved distributions  
10 shall be made by the Settlement Administrator within thirty (30) days after the Settlement Effective  
11 Date. (Agreement at ¶ 104.) Decl. Nordrehaug at ¶16.

12 The amount remaining in the Maximum Settlement Payment after the deduction of  
13 Court-approved amounts for Class Counsel's attorneys' fees and litigation costs as approved by the  
14 Court, Settlement Administration Expenses, the Reserve Fund, the LWDA Penalty Amount as approved  
15 by the Court, the PAGA Group Payment, Service Enhancement to the Class Representatives as  
16 approved by the Court (called the "Net Settlement Amount") shall be allocated to Class Members as  
17 their Settlement Payments. (Agreement at ¶¶ 38, 67 and 103.) From the Net Settlement Amount, the  
18 Settlement Payment for each Settlement Class Member means the Settlement Class Member Share  
19 multiplied by the Net Settlement Amount less applicable taxes. (Agreement at ¶ 67.) "Settlement Class  
20 Member Share" means the Workweeks worked by the Settlement Class Member during the Class  
21 Period divided by the aggregate number of Workweeks worked by the Settlement Class during the  
22 Class Period. (Agreement at ¶ 46.) Workweeks will initially be based on Defendant's records;  
23 however, Class Members will have the right to challenge the number of Workweeks. Decl. Nordrehaug  
24 at ¶17.

25 Class Members may choose to opt-out of the Settlement by following the directions in the Class  
26 Notice. (Agreement at ¶ 82, Ex. A.) All Class Members who do not "opt out" will be deemed  
27 Settlement Class Members who will be bound by the Settlement and will be entitled to receive a  
28 Settlement Payment. (Agreement at ¶ 63.) All PAGA Group Members, including those who submit

1 an opt-out request, will still be paid their allocation of the PAGA Penalty Allocation and will remain  
2 subject to the release of the Released PAGA Claims regardless of their request for exclusion.  
3 (Agreement at ¶ 82.) Finally, the Class Notice will advise the Class Members of their right to object  
4 to the Settlement. (Agreement at ¶ 83, Ex. A.) Decl. Nordrehaug at ¶18.

5 A Settlement Class Member must cash his or her Settlement Payment check within 180 days  
6 after it is mailed. (Agreement at ¶ 106.) Any settlement checks not cashed within 180 days will be  
7 voided and any funds represented by such checks to the California Controller's Unclaimed Property  
8 Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements  
9 of California Code of Civil Procedure Section 384 (b). (Agreement at ¶ 106.) Decl. Nordrehaug at ¶19.

10 Subject to Court approval, the Parties have agreed on ILYM Group to administer the settlement  
11 in this action ("Settlement Administrator"). The Settlement Administrator will be paid for settlement  
12 administration in an amount not to exceed \$60,000. (Agreement at ¶ 60.) Decl. Nordrehaug at ¶20.

13 Subject to Court approval, the Agreement provides for Class Counsel to be awarded a sum not  
14 to exceed one-third of the Maximum Settlement Payment, as the Class Counsel attorneys' fees.  
15 (Agreement at ¶ 79.) Class Counsel will also be allowed to apply separately for an award of litigation  
16 costs. (Agreement at ¶ 79.) Class Counsel's litigation costs are estimated to not exceed \$50,500.  
17 Subject to Court approval, the Agreement provides for a payment of no more than \$10,000 each to the  
18 Plaintiffs as the Service Enhancements. (Agreement at ¶¶ 59, 79.) Decl. Nordrehaug at ¶21.

19 Subject to Court approval, Twenty Thousand Dollars (\$20,000) will be paid from the Maximum  
20 Settlement Payment for PAGA Penalty Allocation under the California Private Attorneys General Act,  
21 Cal. Labor Code Section 2698, *et seq.* ("PAGA"). Pursuant to the express requirements of Labor Code  
22 § 2699(i), the PAGA Penalty Allocation shall be allocated as follows: 75% shall be allocated to the  
23 Labor Workforce Development Agency ("LWDA") as its share of the civil penalties and 25% allocated  
24 to the PAGA Group Member Amounts to the PAGA Group Members based on the number of their  
25 respective PAGA Pay Periods. (Agreement at ¶¶ 36, 43, 46.) As set forth in the accompanying proof  
26 of service, the LWDA has been served with this motion and the Agreement. Decl. Nordrehaug at ¶22.

### 27 **III. CASE BACKGROUND**

28 The description of the case and claims, along with the procedural history, is set forth in the

1 Declaration of Kyle Nordrehaug at ¶¶ 7-14. The Parties engaged in thorough investigation and the  
2 exchange of documents and information in connection with the Action which permitted Class Counsel  
3 to perform a thorough analysis of the claims. Decl. Nordrehaug, ¶¶ 10 and 14. The Parties participated  
4 in mediation on November 14, 2022 with Jeff Ross, Esq., which after months of subsequent arm's  
5 length negotiations, resulted in this Settlement. Decl. Nordrehaug, ¶12.

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

8 When a proposed class-wide settlement is reached, the settlement must be submitted to the court  
9 for approval. 2 H. Newberg & A. Conte, *Newberg on Class Actions* (3d ed. 1992) at §11.41, p.11-87.  
10 California "[p]ublic policy generally favors the compromise of complex class action litigation."  
11 *Nordstrom Comm'n Cases*, 186 Cal. App. 4th 576, 581 (2010) quoting *Cellphone Termination Fee*  
12 *Cases*, 180 Cal.App.4th 1110, 1117-18 (2009). Class action settlements are approved where the  
13 proposed settlement is "fair, adequate and reasonable." *Dunk v. Ford Motor Co.*, 48 Cal.App.4th 1794,  
14 1801 (1996) (citing *Officers for Justice v. Civil Serv. Comm'n*, 688 F.2d 615, 625 (9th Cir. 1982), cert.  
15 denied, 459 U.S. 1217 (1983)).

16 Preliminary approval is the first of three steps that comprise the approval procedure for  
17 settlements of class actions. The second step is the dissemination of notice of the settlement to all class  
18 members. The third step is a final settlement approval hearing, at which evidence and argument  
19 concerning the fairness, adequacy, and reasonableness of the settlement may be presented, and class  
20 members may be heard regarding the settlement. *See Dunk v. Ford Motor Co.*, 48 Cal.App.4th 1794,  
21 1801 (1996); *Manual for Complex Litigation, Second* §30.44 (1993); Cal. Rules of Court, rule 3.769.

22 The primary question presented on an application for preliminary approval of a proposed class  
23 action settlement is whether the proposed settlement is "within the range of possible approval."  
24 *Manual for Complex Litigation, Second* §30.44 at 229; *Gautreaux v. Pierce*, 690 F.2d 616, 621 n.3 (7th  
25 Cir. 1982).<sup>2</sup> Preliminary approval is merely the prerequisite to giving notice so that "the proposed

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26 <sup>2</sup> 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*

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

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

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

19 In considering a potential settlement for preliminary approval purposes, the trial court does not  
20 have to reach any ultimate conclusions on the issues of fact and law which underlie the merits of the  
21 dispute, and need not engage in a trial on the merits. *Wershba, supra*, 91 Cal.App.4th at 239-40; *Dunk*,  
22 *supra*, 48 Cal.App. 4th at 1807. The Ninth Circuit explains, “the very essence of a settlement is  
23 compromise, ‘a yielding of absolutes and an abandoning of highest hopes.’” *Officers for Justice*, 688  
24 F.2d at 624. The question whether a proposed settlement is fair, reasonable and adequate necessarily  
25 requires a judgment and evaluation by the attorneys for the parties based upon a comparison of “the  
26 terms of the compromise with the likely rewards of litigation.” *Weinberger v. Kendrick*, 698 F.2d 61,  
27

28 *Green v. Obledo*, 29 Cal.3d 126, 145-146 (1981).

73 (2d Cir. 1982), *cert. denied* 464 U.S. 818 (1983) (quoting *Protective Comm. for Indep. Stockholders of TMT Trailer Ferry, Inc. v. Anderson*, 390 U.S. 414, 424-25 (1968)). Thus, when analyzing the settlement, the amount is “not to be judged against a hypothetical or speculative measure of what might have been achieved by the negotiators.” *Officers for Justice*, 688 F.2d at 625, 628.

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

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

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

If the proposed settlement appears to be the product of serious, informed, noncollusive negotiations, has no obvious deficiencies, does not improperly grant preferential treatment to class representatives or segments of the class, and falls within the range of 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.

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

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

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

This settlement is the result of extensive and hard-fought litigation as well as negotiations

1 before an experienced and well-respected mediator. Defendant has expressly denied and continues to  
2 deny any wrongdoing or legal liability arising out of the conduct alleged in the Action. Plaintiffs and  
3 Class Counsel have determined that it is desirable and beneficial to the Class to resolve the Released  
4 Class Claims of the Class in accordance with this Settlement.<sup>3</sup>

5 Class Counsel are experienced and qualified to evaluate the class claims, the defenses asserted,  
6 and the risks and benefits of trial and settlement, and Class Counsel are particularly experienced in  
7 wage and hour employment class actions, as Class Counsel has previously litigated and certified similar  
8 claims against other employers. Decl. Nordrehaug at ¶31. The view of qualified and well-informed  
9 counsel that a class action settlement is fair, adequate, and reasonable is entitled to significant weight.  
10 *See Kullar v. Foot Locker*, 168 Cal. App. 4th 116, 133 (2008) (the trial court "undoubtedly should  
11 continue to place reliance on the competence and integrity of counsel, the involvement of a qualified  
12 mediator, and the paucity of objectors to the settlement."); *Dunk*, 48 Cal. App. 4th at 1802.

13 The Parties attended an arms-length mediation session with Jeff Ross, a respected and  
14 experienced mediator of wage and hour class actions, in order to reach this Settlement. In preparation  
15 for the mediation, Defendant provided Class Counsel with necessary information for the members of

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17 <sup>3</sup> The release applicable to the Class is tethered to allegations in the Action as the "Released Class  
18 Claims," which are "any claim for restitution, penalties, civil penalties, damages, or any other form of  
19 relief asserted or pleaded (or that could have been pleaded based on the factual allegations) in the  
20 Operative Complaint and/or notice provided to the LWDA by any Named Plaintiff that accrued during  
21 the Class Period, including claims for (1) unpaid wages; (2) unpaid overtime (included alleged  
22 violations of Labor Code Sections 210, 221, 510, 558, 1194, 1198 and similar provisions of the  
23 California Wage Orders); (3) minimum wage violations (including alleged violations of Labor Code  
24 Sections 210, 221, 1194, 1197, 1197.1, and similar provisions of the California Wage Orders); (4)  
25 failure to provide meal and/or rest breaks in accordance with Labor Code Section 512 (and/or the  
26 applicable California Wage Order); (5) failure to properly calculate and/or pay break premiums as  
27 required by Labor Code Section 226.7 (and/or the applicable California Wage Order); (6) violations  
28 of California's sick leave laws (including COVID-related emergency sick leave); (7) miscalculation of  
the regular rate and/or rate for payment of sick leave and/or emergency sick leave; (8) failure to  
reimburse for work-related expenditures in violation of Labor Code Section 2802 (and/or the applicable  
California Wage Order); (9) failure to provide accurate wage statements or otherwise keep accurate  
payroll records (alleged violations of Labor Code Section 226 and similar provisions of the California  
Wage Orders); (10) failure to timely pay wages (including wages due upon termination and waiting  
time penalties) as required by Labor Code Sections 201, 202, 203, 204, and 227.3 (and/or the applicable  
California Wage Order). Released Class Claims include the Barragan Carved-Out Claims. Released  
Class Claims, however, do not include the Excluded Claims". (Agreement at ¶¶ 55 and 107.)

1 the Class, including payroll data and information concerning the composition of the Class. Plaintiffs  
2 analyzed the data with the assistance of damages expert, Berger Consulting, and prepared and submitted  
3 a mediation brief and damage valuation to the Mediator. After months of negotiations involving Mr.  
4 Ross, the Parties reached a global settlement and fully executed a memorandum of understanding  
5 regarding material settlement terms on April 14, 2023. The final settlement terms were negotiated and  
6 set forth in the Agreement now presented for this Court's approval. Decl. Nordrehaug at ¶ 5.  
7 Importantly, Plaintiffs and Class Counsel believe that this Settlement is fair, reasonable and adequate.

8 As consideration for this Settlement, the Maximum Settlement Payment to be paid by Defendant  
9 is One Million One Hundred and Twelve Thousand and Five Hundred U.S. Dollars (\$1,112,500). The  
10 Settlement is all-in with no reversion to Defendant and no need to submit a claim form. Decl.  
11 Nordrehaug at ¶ 3.

12 Class Counsel has conducted a thorough investigation into the facts of the class action. Over  
13 the course of three years, Class Counsel diligently evaluated the Class Members' claims against  
14 Defendant. Prior to the settlement negotiations, counsel for Defendant provided Class Counsel with  
15 all necessary information for the Class and the claims alleged. In addition, Class Counsel previously  
16 negotiated settlements with other employers in actions involving nearly identical issues and analogous  
17 defenses. Based on the foregoing data and their own independent investigation, evaluation and  
18 experience, Class Counsel believes that the settlement with Defendant on the terms set forth in the  
19 Agreement is fair, reasonable, and adequate and is in the best interest of the Class in light of all known  
20 facts and circumstances, including the risk of significant delay, defenses asserted by Defendant, and  
21 potential appellate issues. Decl. Nordrehaug at ¶ 14.

22 Plaintiffs and Class Counsel recognize the expense and length of continuing to litigate and  
23 trying this Action against Defendant and then litigating possible appeals which could take several years.  
24 Class Counsel has also taken into account the uncertain outcome and risk of litigation, especially in  
25 complex class actions such as this Action. Class Counsel is also mindful of and recognizes the inherent  
26 problems of proof under, and alleged defenses to, the claims asserted in the Action. Based upon their  
27 evaluation, Plaintiffs and Class Counsel have determined that the Settlement set forth in the Agreement  
28 is in the best interest of the Class Members. Decl. Nordrehaug, ¶ 23.

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

6 **2. The Settlement Has No "Obvious Deficiencies" and Falls Well Within**  
7 **the Range for Approval**

8 The proposed Settlement herein has no "obvious deficiencies" and is well within the range of  
9 possible approval. All Class Members will receive an opportunity to participate in the Settlement and  
10 receive payment according to the same formula. (Agreement at ¶¶ 38, 64, 67.) Based upon 12,000  
11 Class Members who collectively worked no more than 827,200 Workweeks (Agreement at ¶ 81), the  
12 Maximum Settlement Payment provides a value of \$92.70 per Class Member and no less than \$1.34  
13 per Workweek and after deductions, the Net Settlement Amount provides an average recovery of  
14 \$48.43 per Class Member and a recovery of no less than \$0.70 per Workweek. Decl. Nordrehaug, ¶6.

15 The calculations to compensate for the amount due to the Class Members at the time this  
16 Settlement was negotiated were calculated by Plaintiffs’ expert, Berger Consulting, in advance of  
17 mediation. Class Counsel analyzed the data for putative class members and determined the potential  
18 maximum damages for the class claims. For the Class, the value of the regular rate claim was  
19 calculated to be \$0 because it was released by the *Barragan* settlement, the maximum value of the  
20 claim for unpaid wages due to the alleged rounding practices rate was \$700,134, the maximum potential  
21 damages for underpaid meal period premiums were estimated to be \$0 because Defendant paid more  
22 meal period premiums than potential violations in the records, the maximum potential rest period  
23 damages were estimated to be \$3,378,955 based upon one missed rest period per month, and the  
24 maximum potential damages for failure to provide expense reimbursement were calculated to be  
25 \$834,310. In total, the damages for the Class were calculated to have a maximum potential total value  
26 of \$4,913,399. In addition, Plaintiff calculated that the maximum value of the potential waiting time  
27 penalties could have been \$1,368,000 for the period prior to March 31, 2021<sup>8</sup> not covered by *Barragan*,  
28 however by the time of this hearing, waiting time penalties will be valued at \$0 because this claim is

1 being released by the *Utne* Settlement, which is a \$72 million settlement for which final approval is  
2 being heard in February 2024. The maximum value of the potential wage statement penalties were \$0  
3 because this claim was released by the *Barragan* settlement.<sup>4</sup> Decl. Nordrehaug, ¶6.

4 Consequently, the Maximum Settlement Payment represents more than 22% of the potential  
5 maximum damages at issue for the Class in this case, assuming these amounts could all be proven in  
6 full at trial.<sup>5</sup> The above maximum calculations should then be adjusted in consideration for both the  
7 risk of class certification and the risk of establishing class-wide liability on all claims. Given the  
8 amount of the Settlement as compared to the potential value of the claims, the Settlement is most  
9 certainly fair and reasonable.<sup>6</sup> Clearly, the goal of this litigation has been met. Decl. Nordrehaug, ¶6.

10 Where both sides face significant uncertainty, the attendant risks favor settlement. *Hanlon v.*  
11 *Chrysler Corp.*, 150 F.3d 1011, 1026 (9th Cir. 1998). Here, a number of defenses asserted by  
12 Defendant present serious threats to the claims of the Plaintiffs and the other Class Members.  
13 Defendant asserted that Defendant's practices complied with all applicable Labor laws. Defendant  
14 argued that all work time was properly recorded and paid for and that there was no miscalculation of  
15 the regular rate. Defendant contends that its meal and rest period policies fully complied with

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17 <sup>4</sup> While Plaintiffs alleged claims for statutory penalties pursuant to Labor Code Sections 203 and  
18 226, at mediation Plaintiffs recognized that these claims were subject to additional, separate defenses  
19 asserted by Defendant, including, a good faith dispute defense as to whether any premium wages for  
20 meal or rest periods or other wages were owed given Defendant's position that Plaintiffs and Class  
21 Members were properly compensated. *See Nordstrom Commission Cases*, 186 Cal. App. 4th 576, 584  
22 (2010) ("There is no willful failure to pay wages if the employer and employee have a good faith  
23 dispute as to whether and when the wages were due.").

24 <sup>5</sup> Because the PAGA claim does not provide a recovery to the Class, Plaintiff did not include the  
25 PAGA claim in this discussion of the class claim valuation. The PAGA claim is addressed in the Decl.  
26 Nordrehaug at ¶ 33.

27 <sup>6</sup> *See Dunleavy v. Nadler (In re Mego Fin. Corp. Sec. Litig.)*, 213 F.3d 454, 459 (9th Cir. 2000)  
28 approving settlement which represented "roughly one-sixth of the potential recovery"); *Stovall-Gusman*  
*v. W.W. Granger, Inc.*, 2015 U.S. Dist. LEXIS 78671, at \*12 (N.D. Cal. 2015) (granting final approval  
where "the proposed Total Settlement Amount represents approximately 10% of what class might have  
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 California law, and Defendant did not fail to provide the opportunity for legally required rest breaks.  
2 As to meal periods, Defendant established that it paid meal period premiums for more missed meal  
3 periods than violations. Further, as to meal and rest periods, the Defendant could argue that the  
4 *Barragan* settlement, which received final approval in December 2023, released all such claims. As  
5 to expense reimbursement, Defendant contended that it did not fail to provide reimbursement for  
6 necessary business expenses and that claimed expenses were incurred voluntarily and/or for the  
7 convenience of employees and is therefore not required reimbursement. Defendant argued that the  
8 decisions in *Brinker v. Superior Court*, 53 Cal. 4th 1004 (2012), *Lockheed Martin Corp. v. Superior*  
9 *Ct.*, 29 Cal. 4th 1096, 1108 (2003), and *Salazar v. See's Candy Shops Inc.*, 64 Cal.App.5th 85 (2021),  
10 weakened Plaintiffs' claims, on liability, value, and class certifiability as to the meal and rest period  
11 claims. Defendant also argues that based on its facially lawful practices, it acted in good faith and  
12 without willfulness, which if accepted would negate the claims for waiting time penalties and/or  
13 inaccurate wage statements. If successful, Defendant's defenses could eliminate or substantially reduce  
14 any recovery to the Class. While Plaintiffs believes that these defenses could be overcome, Defendant  
15 maintains these defenses have merit and therefore present a serious risk to recovery by the Class. Decl.  
16 Nordrehaug, ¶ 24.

17 There was also a significant risk that, if the Action was not settled, Plaintiffs would be unable  
18 to obtain class certification and thereby not recover on behalf of any employees other than himself.  
19 Defendant argued that the individual experience of each putative class member varied with respect to  
20 the claims. Defendant could also contest class certification by arguing injury and good faith were case-  
21 by-case determinations that precluded class certification. Plaintiffs are aware of other cases where class  
22 certification of similar claims was denied. *See e.g. Cacho v. Eurostar, Inc.*, 43 Cal. App. 5th 885  
23 (2019) (denying certification of rest break claims). Finally, even if class certification was successful,  
24 as demonstrated by the California Supreme Court decision in *Duran v. U.S. Bank National Assn.*, 59  
25 Cal. 4th 1 (2014), there are significant hurdles to overcome for a class wide recovery even where the  
26 class has been certified. While other cases have approved class certification in wage and hour claims,  
27 class certification in this action would have been hotly disputed and was by no means a foregone  
28 conclusion. Decl. Nordrehaug, ¶ 25.

1 After arm's length negotiations between experienced and informed counsel, the Parties  
2 recognized the potential risks and agreed on the Settlement with a Maximum Settlement Payment of  
3 \$1,112,500.00. As the Court held in *Glass*, where the parties faced uncertainties similar to those here:

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

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

### 10 **3. The Settlement Does Not Improperly Grant Preferential Treatment To Class Representatives or Segments of The Class**

11 The relief provided in the Settlement will benefit all members of the Class. The Settlement does  
12 not grant preferential treatment to Plaintiffs or segments of the Class in any way. Payments to the Class  
13 Members are all determined under a neutral methodology. Each Settlement Class Member will receive  
14 the same opportunity to participate in and receive payment through a neutral formula that is based upon  
15 the Workweeks worked by that individual. Decl. Nordrehaug, ¶4.

16 Plaintiffs will apply to the Court for Service Enhancements in consideration for their service  
17 and for the risks undertaken on behalf of the class. (Agreement at ¶ 79.) Plaintiffs performed their  
18 duties admirably by working with Class Counsel. Decl. Nordrehaug at ¶27. Declarations of the  
19 Plaintiffs are presented in support. For purposes of this preliminary approval stage, the requested  
20 service award of \$10,000 is well within the accepted range of awards for purposes of preliminary  
21 approval. *See e.g. Mathein v. Pier 1 Imps. (U.S.), Inc.*, 2018 U.S. Dist. LEXIS 71386 (E.D. Cal. 2018)  
22 (awarding \$12,500 where average class member payment was \$351); *Holman v. Experian Info.*  
23 *Solutions, Inc.*, 2014 U.S. Dist. LEXIS 173698 (N.D. Cal. 2014) (approving \$10,000 service award  
24 where class member recovery was \$375); *Louie v. Kaiser Foundation Health Plan, Inc.*, 2008 WL  
25 4473183, \*7 (S.D. Cal. 2008) (awarding \$25,000 service award to each of six plaintiffs in overtime  
26 class action); *Glass v. UBS Fin. Servs.*, 2007 WL 221862, \*16-17 (N.D. Cal. 2007) (awarding \$25,000  
27 service award in overtime class action and a pool of \$100,000 in enhancements). As explained in  
28 *Glass*, service awards are routinely awarded to class representatives to compensate the employees for

1 the time and effort expended on the case, for the risk of litigation, for the fear of suing an employer and  
2 retaliation therefrom, and to serve as an incentive to vindicate the statutory rights of all employees.  
3 2007 WL 221862 at \*16-17.

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

6 The stage of the proceedings at which this Settlement was reached also militates in favor of  
7 preliminary approval and ultimately, final approval of the Settlement. Class Counsel has conducted  
8 a thorough investigation into the facts of the class action. Class Counsel began investigating the Class  
9 Members' claims before the Action was filed. Class Counsel engaged in an investigation of the claims  
10 and conducted a review and analysis of the relevant documents and data. Prior to mediation, the Parties  
11 engaged in extensive discovery and depositions of Plaintiffs as well as corporate representatives of  
12 Defendant were taken. Class Counsel was also experienced with the claims at issue here, as Class  
13 Counsel previously litigated and settled similar claims in other actions. Accordingly, the agreement  
14 to settle did not occur until Class Counsel possessed sufficient information to make an informed  
15 judgment regarding the likelihood of success on the merits and the results that could be obtained  
16 through further litigation. Decl. Nordrehaug at ¶28.

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

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

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

1 *Glass*, 2007 U.S. Dist. LEXIS 8476 at \*14 (quoting *In re Mego Financial Corp. Securities Litigation*,  
2 213 F.3d at 459).

3 Here, Class Counsel was in an superior position to evaluate the fairness of this Settlement  
4 because Class Counsel received a full production of documents through both formal and informal  
5 discovery which included depositions and the production of more than a thousand pages of documents,  
6 received all necessary information which was evaluated with the assistance of an expert, and performed  
7 independent investigations and due diligence to confirm the accuracy of the information supplied by  
8 Defendant.

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

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

14 All non-exempt, hourly associate employed by Home Depot U.S.A., Inc. (and its past  
15 and present Affiliates) in the State of California at a California supply chain facility at  
16 any point during the Class Period, excluding those associates who worked at the Tracy  
RDC prior to June 17, 2021.

17 (Agreement at ¶ 13.)

18 The “Class Period” is from January 26, 2017, through April 16, 2023, except that the Class Period for  
19 Class Members who worked at the Tracy RDC shall be June 17, 2021, through April 16, 2023.

20 (Agreement at ¶ 17.)

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

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

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

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

2 While Defendant reserves all rights to dispute that the Plaintiffs can satisfy these requirements,  
3 the Parties agree that Defendant will not dispute that these requirements may be satisfied in this case  
4 for purposes of settlement only and therefore, the proposed Class should be certified for purposes of  
5 this settlement only. (Agreement at ¶ 76.)

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

7 Plaintiffs bring this Action on behalf of a Class of individuals in hourly, non-exempt positions  
8 who worked for Defendant at supply chain facilities during the applicable Class Period. Plaintiffs assert  
9 that all of these individuals are ascertainable because the class members can readily be determined  
10 through examination of Defendant's files. Given that the Class consists of approximately 12,000  
11 members, Plaintiffs maintain that numerosity is clearly satisfied. *See Bowles v. Superior Court*, 44  
12 Cal.2d 574 (1955) (class with 10 members sufficiently numerous); *Rose v. City of Hayward*, 126  
13 Cal.App.3d 926, 934 (1981) (class of 48 members satisfies numerosity requirement.) Here, Plaintiffs  
14 assert that the approximately 12,000 individuals who comprise the Class can be identified based on  
15 Defendant's records and are sufficiently numerous for class certification. Decl. Nordrehaug at ¶30.

16 **C. Common Issues of Law and Fact Predominate**

17 Predominance of common issues of law or fact does not require that the common issues be  
18 dispositive of the entire controversy or even that they be dispositive of all liability issues. 1 *Newberg*  
19 *on Class Actions*, Section 4.25 at 4-82, 4-83 (1992). "Predominance is a comparative concept, and 'the  
20 necessity for class members to individually establish eligibility and damages does not mean individual  
21 fact questions predominate.'" *Sav-On*, 34 Cal. 4th at 334.

22 Commonality exists if there is a predominant common legal question regarding how an  
23 employer's policies impact its employees. *Ghazaryan v. Diva Limousine, Ltd.*, 169 Cal. App. 4th 1524,  
24 1536 (2008) ("[T]he common legal question remains the overall impact of Diva's policies on its  
25 drivers.") Whether the plaintiff is likely to prevail on their theory of recovery is irrelevant at the  
26 certification stage since the question is "essentially a procedural one that does not ask whether an action  
27 is legally or factually meritorious." *Linder v. Thrifty Oil Co.*, 23 Cal. 4th 429, 439-440 (2003).

28 Here, Plaintiff contends that common questions of law and fact are present, and specifically the

1 common questions of whether Defendant’s practices were lawful, whether Defendant properly paid  
2 wages due to alleged rounding, whether the Defendant failed to provide all legally required meal and  
3 rest periods to class members, whether Defendant failed to provide required expense reimbursement,  
4 and whether Class Members are entitled to damages and penalties as a result of these practices. Decl.  
5 Nordrehaug, ¶30. Defendant disputes that common questions predominate but will not oppose such  
6 a finding for purposes of this Settlement only.

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

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

14 In the instant case, Plaintiffs contend that there can be little doubt that the typicality requirement  
15 is satisfied. The Plaintiffs worked for Defendant in a hourly, non-exempt position at a California  
16 supply chain facility during the Class Period. Plaintiffs contend that, like every other member of the  
17 Class, they were subject to the same practices and policies of Defendant and were subject to the same  
18 defenses. Thus, Plaintiffs assert that the claims of the Plaintiffs and the Class Members arise from the  
19 same course of conduct by the Defendant, involve the same employment policies and practices of  
20 Defendant, and are based on the same legal theories. Decl. Nordrehaug at ¶30. For purposes of  
21 settlement, Plaintiffs maintain that the typicality requirement is met as to the common issues presented  
22 in this case. Defendant disputes typicality but Defendant does not oppose a finding of typicality for  
23 purposes of this Settlement only.

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

25 Plaintiffs contend that the Class Members are adequately represented here because Plaintiffs  
26 and representing counsel (a) do not have any conflicts of interest with other class members, and (b) will  
27 prosecute the case vigorously on behalf of the class. *Hanlon*, 150 F.3d at 1020. This requirement is  
28 met here. First, Plaintiffs are well aware of their duties as the representatives of the Class and have

1 actively participated in the prosecution of this case to date. Plaintiffs effectively communicated with  
2 counsel, provided documents to counsel and participated in the investigation and negotiations in the  
3 Action. Second, Plaintiffs retained competent counsel who are experienced in employment class  
4 actions and who have no conflicts. Decl. Nordrehaug at ¶ 31. Third, there is no antagonism between  
5 the interests of the Plaintiffs and those of the Class. Both the Plaintiffs and the Class Members seek  
6 monetary relief under the same set of facts and legal theories. Defendant disputes that the adequacy  
7 requirement is satisfied but will not oppose such a finding for purposes of this Settlement only.

#### 8 **F. The Superiority Requirement Is Met**

9 To certify a class, the Court must also determine that a class action is superior to other available  
10 methods for the fair and efficient adjudication of the controversy. “Where classwide litigation of  
11 common issues will reduce litigation costs and promote greater efficiency, a class action may be  
12 superior to other methods of litigation.” *Valentino v. Carter-Wallace, Inc.*, 97 F.3d 1227, 1234 (9th Cir.  
13 1996). As courts have previously observed:

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

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

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

#### 24 **VI. THE PROPOSED METHOD OF CLASS NOTICE IS APPROPRIATE**

25 The Court has broad discretion in approving a practical notice program. *7- Eleven Owners for*  
26 *Fair Franchising v. Southland Corp.*, 85 Cal. App. 4th 1135, 1164 (2000). The Parties have agreed  
27 upon procedures by which the Class Members will be provided with written notice of the Settlement  
28 similar to those approved and utilized in hundreds of class action settlements. In accordance with the  
Agreement, Defendant will provide to the Administrator a confidential electronic spreadsheet  
containing the class information. (Agreement at ¶ 85.) Within 30 days after receiving the class

1 information, the Settlement Administrator will mail the Class Notice to Class Members and the PAGA  
2 Group Notice to PAGA Group Members via first-class U.S. Mail using the most current mailing  
3 address information available. (Agreement at ¶ 88.)

4 The Class Notice, drafted jointly and agreed upon by the Parties through their respective counsel  
5 and to be approved by the Court, includes all relevant information. (*See Exhibit "A"* to the Agreement.)  
6 The Class Notice will include, among other information: (i) information regarding the Action; (ii) the  
7 impact on the rights of the Class Members if they do not opt out, including a description of the  
8 applicable release; (iii) information to the Class Members regarding how to opt out and how to object  
9 to the Settlement; (iv) the estimated Settlement Payment for each of the Class Members; (iii) the  
10 amount of attorneys' fees and expenses to be sought; (v) the amount of the Plaintiffs' service award  
11 request; and (vi) the anticipated expenses of the Settlement Administrator. Decl. Nordrehaug at ¶32.

12 The Class Notice will state that the Class Members shall have sixty (60) days from the date that  
13 the Notice is mailed to them (the "Notice Period") to request exclusion (opt-out) or to submit an  
14 objection, which Response Deadline shall be extended by 14 days in the event of a re-mailing.  
15 (Agreement at ¶¶ 39, 82, 83, 90.) Class Members shall be given the opportunity to object to the  
16 Settlement and/or requests for attorneys' fees and expenses and to appear at the Final Approval  
17 Hearing. (Agreement at ¶ 83.) Class Members who do not submit a timely and proper request to opt-  
18 out will automatically receive a payment of their Settlement Payment. This notice program was  
19 designed to meaningfully reach the Class Members and it advises them of all pertinent information  
20 concerning the Settlement. Decl. Nordrehaug at ¶32. The mailing and distribution of the Class Notice  
21 satisfies the requirements of due process and is the best notice practicable under the circumstances and  
22 complies with Rules of Court 3.766 and 3.769(f).

## 23 VII. CONCLUSION

24 Plaintiffs respectfully request that the Court preliminarily approve the proposed settlement and  
25 sign the proposed Preliminary Approval Order, which is submitted herewith, and schedule the final  
26 fairness hearing for the proposed date of September 5, 2024.

27 Dated: March 8, 2023

**BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP**  
By: /s/ Kyle Nordrehaug  
Kyle R. Nordrehaug, Esq., Attorney for Plaintiffs