

JCL LAW FIRM, APC

Jean-Claude Lapuyade (State Bar #248676)

Monnett De La Torre (State Bar #272884)

Andrea Amaya (State Bar #348080)

5440 Morehouse Drive, Suite 3600

San Diego, CA 92121

Telephone: (619) 599-8292

Facsimile: (619) 599-8291

jlapuyade@jcl-lawfirm.com

mdelatorre@jcl-lawfirm.com

aamaya@jcl-lawfirm.com

ZAKAY LAW GROUP, APLC

Shani O. Zakay (State Bar #277924)

5440 Morehouse Drive, Suite 3600

San Diego, CA 92121

Telephone: (619)255-9047

Facsimile: (858) 404-9203

shani@zakaylaw.com

Attorneys for Plaintiff OSCAR ALMANZA

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF LOS ANGELES

OSCAR ALMANZA, an individual, on behalf of
himself and on behalf of all persons similarly
situated,

Plaintiff,

v.

HOPE OF THE VALLEY RESCUE MISSION, a
California Nonprofit Corporation; and DOES 1-
50, Inclusive,

Defendants.

Case No. 22STCV17591

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

Hearing Date: April 5, 2024

Hearing Time: 10:30 a.m.

Judge: Hon. Stuart M. Rice

Dept: 1

TABLE OF CONTENTS

I.	INTRODUCTION	1
II.	DESCRIPTION OF THE SETTLEMENT	1
III.	CASE BACKGROUND	4
IV.	THE SETTLEMENT MEETS THE CRITERIA NECESSARY FOR THIS COURT TO GRANT PRELIMINARY APPROVAL	7
	A. The Role of The Court In Preliminary Approval Of A Class Action Settlement	8
	B. Factors To Be Considered In Granting Preliminary Approval	8
	1. The Settlement Is the Product of Serious, Informed and Arm's Length Negotiations by Experienced Counsel	9
	2. The Settlement Has No "Obvious Deficiencies" and Falls Within the Range of Approval	10
	3. The Settlement Does Not Improperly Grant Preferential Treatment to the Class Representative or Segments of The Class	13
	4. The Stage of The Proceedings Are Sufficiently Advanced To Permit Preliminary Approval Of The Settlement	13
V.	THE CLASS IS PROPERLY CERTIFIED FOR SETTLEMENT PURPOSES	14
	A. California Code of Civil Procedure §382	14
	B. The Proposed Class Is Ascertainable and Numerous	15
	C. Common Issues of Law and Fact Predominate	15

1	D. The Claims of the Plaintiffs Are Typical of the Class Claims	16
2		
3	E. The Class Representative Fairly and Adequately Protected the Class	16
4		
5	F. The Superiority Requirement Is Met	17
6		
7	VI. THE PROPOSED METHOD OF CLASS NOTICE IS APPROPRIATE	17
8		
9	VII. CONCLUSION	18
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		
26		
27		
28	///	

TABLE OF AUTHORITIES

CASES

<i>Bowles v. Superior Court</i> 44 Cal.2d 574 (1955).....	15
<i>Boyd v. Bechtel Corp.</i> 485 F.Supp. 610, 622 (N.D. Cal. 1979).....	8
<i>Brinker v. Superior Court</i> 53 Cal. 4th 1004 (2012).....	11
<i>Cardenas v. McLane Foodservice, Inc.</i> 2011 U.S. Dist. LEXIS 13126, *10 (C.D. Cal. 2011).....	12
<i>Carrington v. Starbucks Corp.</i> , 30 Cal. App. 5th 504, 517, 539 (2018).....	12
<i>Cellphone Termination Fee Cases</i> 180 Cal. App. 4th 1110, 1117-18 (2009).....	7
<i>Cho v. Seagate Tech. Holdings, Inc.</i> 177 Cal. App. 4th 734, 742-45 (2009).....	7
<i>Clark v. American Residential Services LLC</i> (2009) 175 Cal.App.4th 785.....	3
<i>Dunk v. Ford Motor Co.</i> 48 Cal. App. 4th 1794, 1801, 1807 (1996).....	7-8
<i>Duran v. U.S. Bank National Association</i> (2014) 59 Cal.4th 1.....	12
<i>Gautreaux v. Pierce</i> 690 F.2d 616, 621 n.3 (7 th Cir. 1982).....	7
<i>Ghazaryan v. Diva Limousine, Ltd.</i> 169 Cal. App. 4th 1524, 1536 (2008).....	15
<i>Glass v. UBS Financial Services, Inc.</i> (2007 WL 221862 at *4).....	14
<i>Golba v. Dick's Sporting Goods, Inc.</i> 238 Cal. App. 4th 1251 (2015).....	3
<i>Hanlon v. Chrysler Corp.</i> (9 th Cir. 1998) 150 F.3d 1011, 1020, 1026.....	11, 16
<i>In re Mego Financial Corp. Securities Litigation</i> 213 F.3d [454,] 459.....	14
<i>In re Nordstrom Com. Cases</i> 186 Cal. App. 4th 576, 581, 589 (2010).....	7, 12
<i>In re Tableware Antitrust Litig.</i> 484 F. Supp. 2d 1078, 1079 (N.D. Cal. 2007).....	8-9
<i>In re Wash. Public Power</i> 720 F. Supp. at 1392.....	9
<i>Linder v. Thrifty Oil Co.</i> 23 Cal. 4th 429, 439-440 (2003).....	15
<i>Nat'l Rural Telecomm. Coop. v. Directv. Inc.</i> 221 F.R.D. 523, 528 (C.D. Cal. 2004).....	8
<i>Officers for Justice v. Civil Serv. Comm'n</i> 688 F.2d 615, 624-625, 628 (9 th Cir. 1982).....	7-8
<i>Philadelphia Housing Authority v. American Radiator & Standard Sanitary Corp.</i> 323 F. Supp. 364, 372 (E.D. Pa. 1970).....	7

///

1	<i>Protective Comm. for Indep. Stockholders of TMT Trailer Ferry, Inc. v. Anderson</i>	
2	390 U.S. 414, 424-25 (1968).....	8
3	<i>Rose v. City of Hayward</i>	
4	126 Cal.App.3d 926, 934 (1981).....	15
5	<i>Sav-On Drug Stores, Inc.</i>	
6	34 Cal. 4th at 334.....	15
7	<i>Sayaman v. Baxter Healthcare Corp.</i>	
8	2010 U.S. Dist. LEXIS 151997, *3 (C.D. Cal. 2010).....	7
9	<i>Stovall-Gusman v. W.W. Granger, Inc.</i>	
10	2015 U.S. Dist. LEXIS 78671, at *12 (N.D. Cal. 2015).....	11
11	<i>Tate v. Weyerhaeuser Co.</i>	
12	723 F.2d 598, 608 (8th Cir. 1983).....	16
13	<i>Valentino v. Carter-Wallace, Inc.</i>	
14	97 F.3d 1227, 1234 (9th Cir. 1996).....	17
15	<i>Weinberger v. Kendrick</i>	
16	698 F.2d 61, 73 (2d Cir. 1982).....	8
17	<i>Wershba v. Apple Computer, Inc.</i>	
18	91 Cal. App. 4th 224, 234-235, 239-240, 245 (2001).....	7-8

CODES, RULES AND STATUTES

19	<i>Cal. Civ. Proc. Code</i> § 382.....	14
20	<i>Cal. Bus. and Prof. Code</i> §§ 17200.....	4
21	<i>Cal. Lab. Code</i> § 201.....	4
22	<i>Cal. Lab. Code</i> § 202.....	4
23	<i>Cal. Lab. Code</i> § 203.....	4
24	<i>Cal. Lab. Code</i> § 226.....	4
25	<i>Cal. Lab. Code</i> § 226.7.....	4
26	<i>Cal. Lab. Code</i> §§ 2698 <i>et seq.</i>	4
27	<i>Cal. Lab. Code</i> §§ 2699 <i>et seq.</i>	4
28	<i>Cal. Lab. Code</i> § 1194.....	4
29	<i>Cal. Lab. Code</i> § 1197.....	4
30	<i>Cal. Lab. Code</i> § 1197.1.....	4
31	<i>Cal. Lab. Code</i> §§ 510 <i>et seq.</i>	4
32	<i>Cal. Lab. Code</i> § 512.....	4
33	<i>Cal. Lab. Code</i> § 2802.....	4
34	C.R.C. 3.769(f).....	17
35	C.R.C. 3.766.....	17

SECONDARY SOURCES

36	<i>Manual for Complex Litigation</i> , Second §30.44 at 229	
37		7
38	Newberg & A. Conte, <i>Newberg on Class Actions</i> (3d ed. 1992) at §11.41, p.11-88,	
39		7, 15

1 **I. INTRODUCTION**

2 Plaintiffs OSCAR ALMANZA (“Plaintiff”) respectfully submits this memorandum in
3 support of his Motion for Preliminary Approval of the Class Action and PAGA Settlement of the
4 action *Oscar Almanza v. Hope of the Valley Rescue Mission* (Case No. 22STCV17591, filed on or
5 about May 27, 2022) (the “Action”), filed against Defendant HOPE OF THE VALLEY RESCUE
6 MISSION (“Defendant”). Plaintiff seeks entry of an order: (1) preliminarily approving the
7 proposed settlement of the Action with Defendant; (2) approving the form and method for providing
8 class-wide notice; (3) directing that notice of the proposed settlement be given to the class; and (4)
9 scheduling a final approval hearing date to consider Plaintiff’s motion for final approval of the
10 settlement and entry of the Judgment, and Plaintiff’s motion for approval of attorneys’ fees and
11 litigation expenses.

12 Plaintiff and Defendant have reached a full settlement of the Action, which is embodied in
13 the Settlement Agreement, a copy of which is attached as Exhibit #1 to the Declaration of Shani O.
14 Zakay (“Decl. Zakay”), served and filed herewith. The Settlement is fair, reasonable, and adequate,
15 and should be preliminarily approved. Plaintiff respectfully requests that this Court grant
16 preliminary approval of the Agreement and enter the proposed order submitted herewith.

17 **II. DESCRIPTION OF THE SETTLEMENT**

18 The Gross Settlement Amount to be paid by Defendant is Five Hundred Thousand Dollars
19 and Zero Cents (\$500,000.00). *See* Agreement at §1.23. The Gross Settlement Amount consists of
20 the following: (1) the Individual Class Payments to Participating Class Members, (2) Individual
21 PAGA Payments, (3) the LWDA PAGA Payment, (4) Class Counsel Fees, (5) Class Counsel
22 Expenses, (6) Class Representative Service Payment, and (7) Administrator’s Fees. *See* Agreement
23 at §§ 3.2.1 – 3.2.5. The Gross Settlement Amount does not include Defendant’s share of employer
24 payroll taxes, which Defendant shall pay to the Administrator separately. The Gross Settlement
25 Amount shall be all-in with no reversion to Defendant. *See* Agreement at § 3.1. (*See* Decl. Zakay
26 at ¶ 3).

27 After Final Approval and the Judgment becomes final (the “Effective Date,” as defined in
28 the Agreement), Defendant will fund the Gross Settlement Amount in four equal installments of

1 \$125,000 paid per installment. *See* Agreement at § 4.3. Defendant shall pay the first installment on
2 July 1, 2024, the second installment on October 1, 2024, the third installment on January 1, 225,
3 and the fourth installment on April 1, 2025. Alternatively, to the extent final approval is not made
4 by June 15, 2025, the first payment shall, be due 21 days after final approval with the second
5 installment due 90 days thereafter, the third installment 90 days after the second installment, and
6 the fourth installment 90 days after the third installment. *See* Agreement at § 4.3. Within ten (10)
7 days after Defendant funds the third installment, including employer-side payroll taxes, the
8 Administrator will mail on a pro rata basis checks for all Individual Class Payments, all Individual
9 PAGA Payments, the PAGA Payment, the Claims Administration Expenses Payment, the
10 Attorneys' Fees Payment, the Attorneys' Expenses Payment, and the Service Award Payments.
11 Disbursements of the pro rata Attorneys' Fees Payment, the Attorneys' Expenses Payment and the
12 Service Award Payment shall not precede disbursement of Individual Class Payments and
13 Individual PAGA Payments. *See* Agreement at § 4.4.

14 The Net Settlement Amount shall equal the amount available for Individual Class Payments
15 after deducting the Court-approved amounts for the Individual PAGA Payments, the LWDA PAGA
16 Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel
17 Litigation Expenses Payment and the Administration Expenses Payment. *See* Agreement at § 1.29.
18 The submission of a claim form is not required for a Participating Class Member to be paid an
19 Individual Class Payment. *See* Agreement at § 7.5.3. The Individual Class Payment will be
20 calculated by dividing the Net Settlement Amount by the total number of workweeks worked by all
21 Participating Class Members during the Class Period and then multiplying that amount by the total
22 number of workweeks worked by each Participating Class Member during the Class Period. *See*
23 Agreement at § 3.2.4.

24 Class Members will have forty-five (45) days after the mailing of the Class Notice to exclude
25 themselves or submit written objections. The deadlines will be extended an additional fourteen (14)
26 calendar days for Class Members whose notice is re-mailed. *See* Agreement at § 7.5.1. All Class
27 Members who do not “opt out” will be deemed Participating Class Members and will be bound by
28

1 the Settlement. *See* Agreement at § 7.5.3. The Notice will advise the Class Members of their right
2 to object to the Settlement. *See* Agreement at § 1.11.

3 If a check is returned to the Settlement Administrator, the Settlement Administrator will
4 make all reasonable efforts to obtain a correct address for the Settlement Class Member and re-mail
5 the check to the Settlement Class Member at his or her correct address. If a Settlement Class
6 Member's Individual Settlement Payment check is not cashed within 180 days after the Settlement
7 Administrator's last mailing to the Settlement Class Member, the Administrator shall transmit the
8 funds represented by such checks to the California Controller's Unclaimed Property Fund in the
9 name of the Class Member. *See* Agreement at § 4.4.3.

10 The Parties have agreed to use Apex Class Action LLC as the Settlement Administrator. *See*
11 Agreement at § 7.1. Payment of the expenses of the Settlement Administrator from the Gross
12 Settlement Amount shall be made for the expenses of effectuating and administering the Settlement.
13 The Settlement Administrator shall receive payment for services estimated at approximately
14 \$14,000. *See* Agreement at § 3.2.3. A declaration from Apex Class Action LLC Group outlining
15 its qualifications and providing for the estimated administration costs is filed concurrently with this
16 Motion.

17 Subject to Court approval, the Agreement provides for Attorneys' Fees not to exceed 1/3 of
18 the Gross Settlement Amount. *See* Agreement at § 1.5; 3.2.2. Class Counsel Fees are to be split
19 equally between Class Counsel, with 50% apportioned to JCL Law Firm, APC and 50% apportioned
20 to Zakay Law Group, APLC. *See* Agreement at § 1.5. Plaintiffs have reviewed the settlement
21 agreement, including Paragraphs 1.5 and signed it, thereby agreeing to the fee split. The Agreement
22 also provides for Attorneys' Expenses in an amount not to exceed \$20,000. *See* Agreement at §
23 3.2.2. In support of this request, Class Counsel will provide evidentiary support, including lodestar
24 method calculations. Subject to Court approval, the Agreement provides for payment of a Class
25 Representative Service Award of no more than \$10,000 to Plaintiff, or such lesser amount as may
26 be approved by the Court at Final Approval.¹ *See* Agreement at § 3.2.1.

27 _____
28 ¹ Plaintiffs will address the reasonableness of this award when filing their final approval papers,
including the enhancement factors set forth in *Golba v. Dick's Sporting Goods, Inc.*, 238 Cal. App.
4th 1251 (2015) and *Clark v. Am. Residential Servs. LLC*, 175 Cal. App. 4th 785 (2009).

1 Subject to Court approval, \$35,000 will be paid for settlement of civil penalties under
2 PAGA, Labor Code Section 2698 *et seq.* Pursuant to the requirements of Labor Code §2699(i),
3 the PAGA Settlement shall be allocated \$26,250.00 (75%) to the LWDA (the “LWDA PAGA
4 Payment”) as the LWDA’s share of the settlement of civil penalties and \$8,750.00 (25%) for
5 distribution as Individual PAGA Payments to the Aggrieved Employees. *See* Agreement at § 3.2.5.
6 The Administrator will calculate each Individual PAGA Payment by dividing the amount of the
7 Aggrieved Employees’ 25% share of PAGA Penalties by the total number of PAGA Period Pay
8 Periods worked by all Aggrieved Employees during the PAGA Period and multiplying the result by
9 the total number of pay periods each Aggrieved Employee worked within the PAGA Period. *See*
10 Agreement at § 3.2.5.1.

11 III. CASE BACKGROUND

12 On March 22, 2022, Plaintiff filed a Notice of Violations with the LWDA and served the
13 same on Defendant. On May 27, 2022, Plaintiff filed a Class and Representative Action Complaint
14 against Defendant alleging nine (9) causes of action against Defendant for (1) Unfair Competition
15 in Violation of Bus. & Prof. Code sections 17200 *et seq*; (2) Failure to pay minimum wages in
16 violation of California Labor Code sections 1194, 1197 and 1197.1; (3) Failure to pay overtime
17 wages in violation of California Labor Code sections 510 *et seq*; (4) Failure to provide required
18 meal periods in violation of California Labor Code sections 226.7 and 512 and the applicable IWC
19 wage order; (5) Failure to provide required rest periods in violation of California Labor Code
20 sections 226.7 and 512 and the applicable IWC wage order; (6) Failure to provide accurate itemized
21 wage statements in violation of California Labor Code section 226; (7) Failure to provide wages
22 when due in violation of California Labor Code sections 201, 202 and 203; (8) Failure to reimburse
23 employees for required expenses in violation of California Labor Code section 2802; and
24 (9) Violation of the Private Attorneys General Act [Labor Code §§ 2698 *et seq*]. *See* Agreement at
25 §§ 2.1-2.2. (Decl. Zakay at ¶ 5.)

26 Plaintiffs seek to represent a putative class of all non-exempt employees who are or
27 previously were employed by Defendant and performed work in California during the period of
28 May 27, 2018, to August 23, 2023 (the “Class Period”). *See* Agreement at §§ 1.7; 1.12. The Action

1 seeks unpaid wages, statutory and PAGA penalties, attorneys' fees, and litigation costs². (Decl.
2 Zakay at ¶ 6.)

3 Plaintiffs also seek to represent a PAGA group of Aggrieved Employees which is comprised
4 of all non-exempt employees who are or previously were employed by Defendant and performed
5 work in California during the period of March 22, 2021, and August 23, 2023 (the "PAGA Period").
6 See Agreement at §§ 1.32. (Decl. Zakay at ¶ 7.)

7 Prior to mediation, the Parties agreed to informally exchange documents and information in
8 connection with the Action. As part of this process, Defendant provided time and pay records for
9 276 employees, approximately 25% of the total Class. Plaintiffs' statistician found this to be
10 sufficient to develop a meaningful damages model. Additionally, the 25% sample is statistically
11 reliable, resulting in a confidence level of 95% with a margin of error of 5%. In addition to the time
12 and payroll records, Defendant produced multiple iterations of Defendant's Employee Handbook,
13 as well as other relevant policies and agreements. (Decl. Zakay at ¶ 8.)

14 On June 19, 2023, the Parties participated in an all-day mediation presided over by Tripper
15 Ortman, a mediator of wage and hour class actions. Defendant raised an inability to pay defense
16 prior to the Parties' mediation. Plaintiff retained Creal & Creal, an accountancy corporation that
17 regularly performs litigation support and forensic accounting services, including providing opinions
18 related to solvency. Kenneth Creal, CPA, attended the mediation with Plaintiff, and reviewed a
19 number of financial documents. The Parties were unable to reach a settlement at mediation, however
20 the Parties engaged in subsequent settlement negotiations. Kenneth Creal also conducted an
21 investigation into the assets owned by Defendant, as well as tax returns, balance sheets, and profit
22 and loss statements. Following a discussion between Kenneth Creal and Defendant's CFO, presided
23 over by Tripper Ortman, the Parties were able to reach a settlement, and executed a binding
24 Memorandum of Understanding. Thereafter, the Parties documented the agreement in the form of
25 a Settlement Agreement, which was signed by the Parties and is now presented to this Court for
26 preliminary approval. (Decl. Zakay at ¶ 9.)

27
28 ² Plaintiff will provide a lodestar analysis for the fees and supporting evidence of the costs with the
final approval papers.

1 Although a resolution has been reached, Defendant denies that it has violated any applicable
2 law, committed any wrong against Plaintiff or any other current or former employee, or that it has
3 otherwise damaged Plaintiff or any other current or former employee in any way. Further,
4 Defendant contends that class certification would be inappropriate for any reason other than for
5 settlement. Plaintiff contends that Defendant violated California wage and hour laws. Plaintiffs
6 further contend that the Action is appropriate for class certification on the basis that the Plaintiff's
7 claims meet the requisites for class certification. Without admitting that class certification is proper,
8 Defendant has stipulated that the above Class may be certified for settlement purposes only. The
9 Parties agree that certification for settlement purposes is not an admission that class certification
10 would be proper if the class certification issues were litigated. Further, the Agreement is not
11 admissible in this or any other proceeding as evidence that the Class could be certified absent a
12 settlement. Solely for purposes of settling the Action, the Parties stipulate and agree that the
13 requisites for establishing class certification with respect to the Class, as defined above, are
14 satisfied. (Decl. Zakay at ¶ 10.)

15 Class Counsel has conducted a thorough investigation into the facts of the action. Class
16 Counsel has diligently evaluated the Class Members' claims against Defendant. Prior to the
17 mediation, counsel for Defendant provided Class Counsel with access to the necessary data and
18 information as noted above to evaluate the claims by the Class. Class Counsel reviewed the
19 production of documents from the Defendant and conducted an extensive review of a significant
20 sample of time records and data with the assistance of an expert, Berger Consulting Group
21 ("BCG"). Based on the foregoing and their own independent investigation, evaluation and
22 experience, Class Counsel believe that the Settlement is fair, reasonable, and adequate and is in the
23 best interest of the Class in light of all known facts and circumstances, including the risk of
24 significant delay, defenses asserted by Defendant, and potential appellate issues. (Decl. Zakay at ¶
25 11.)

26
27
28 ///

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

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

11 The primary question presented on an application for preliminary approval of a proposed
12 class action settlement is whether the proposed settlement is “within the range of possible approval.”
13 (*Manual for Complex Litigation*, Second §30.44 at 229; *Gautreaux v. Pierce*, 690 F.2d 616, 621 n.3
14 (7th Cir. 1982).) Preliminary approval is merely the prerequisite to giving notice so that “the
15 proposed settlement... may be submitted to members of the prospective Class for their acceptance
16 or rejection.” (*Philadelphia Housing Authority v. American Radiator & Standard Sanitary Corp.*,
17 323 F. Supp. 364, 372 (E.D. Pa. 1970); *Sayaman v. Baxter Healthcare Corp.*, 2010 U.S. Dist.
18 LEXIS 151997, *3 (C.D. Cal. 2010).) There is an initial presumption of fairness when a proposed
19 settlement, which was negotiated at arm’s length by counsel for the Class, is presented for court
20 approval. (*Newberg*, 3d Ed., §11.41, p.11-88; *Wershba v. Apple Computer, Inc.*, 91 Cal. App. 4th
21 224, 245 (2001) [citation omitted]; *see also Cho v. Seagate Tech. Holdings, Inc.*, 177 Cal. App. 4th
22 734, 742-45 (2009) (upholding trial court’s determination that settlement was “fair, reasonable and
23 adequate” where the settlement “provided valuable benefits to the class ... that were ‘particularly
24 valuable in light of the risks plaintiff would have faced if she proceeded to litigate her case.’”).)
25 However, the ultimate question of whether the proposed settlement is fair, reasonable, and adequate
26 is made after notice of the settlement is given to the Class Members and a final settlement hearing
27 is held by the Court.

28 ///

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

2 Approval of a proposed settlement of a class action suit is a matter within the broad
3 discretion of the trial court. (*Wershba*, 91 Cal. App. 4th at 234-235; *Dunk*, 48 Cal. App. 4th at 1794.)
4 In considering a potential settlement for preliminary approval purposes, the trial court does not have
5 to reach any ultimate conclusions on the issues of fact and law which underlie the merits of the
6 dispute, and need not engage in a trial on the merits. (*Wershba*, *supra*, 91 Cal. App. 4th at 239-40;
7 *Dunk*, *supra*, 48 Cal. App. 4th at 1807.) The Ninth Circuit explains, “the very essence of a
8 settlement is compromise, ‘a yielding of absolutes and an abandoning of highest hopes.’” (*Officers*
9 *for Justice v. Civil Service Com’n of City and County of S.F.*, 688 F.2d 615, 624 (9th Cir. 1982).)
10 The question whether a proposed settlement is fair, reasonable, and adequate necessarily requires a
11 judgment and evaluation by the attorneys for the parties based upon a comparison of “the terms of
12 the compromise with the likely rewards of litigation.” (*Weinberger v. Kendrick*, 698 F.2d 61, 73
13 (2d Cir. 1982), cert. denied 464 U.S. 818 (1983) (quoting *Protective Comm. for Indep. Stockholders*
14 *of TMT Trailer Ferry, Inc. v. Anderson*, 390 U.S. 414, 424-25 (1968)).) Thus, when analyzing the
15 settlement, the amount is “not to be judged against a hypothetical or speculative measure of what
16 might have been achieved by the negotiators.” (*Officers for Justice*, 688 F.2d at 625, 628.) With
17 regard to class action settlements, the opinions of counsel should be given considerable weight both
18 because of counsel’s familiarity with this litigation and previous experience with cases such as
19 these. (*Id.* at 625.) “The recommendations of plaintiffs’ counsel should be given a presumption of
20 reasonableness.” (*Boyd v. Bechtel Corp.*, 485 F.Supp. 610, 622 (N.D. Cal. 1979).) As a result, courts
21 hold that the recommendation of counsel is entitled to significant weight. (*Nat’l Rural Telecomms.*
22 *Coop. v. DIRECTV, Inc.*, 221 F.R.D. 523, 528 (C.D. Cal. 2004).)

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

24 In determining whether to grant preliminary approval, the court considers whether the “(1)
25 the proposed settlement appears to be the product of serious, informed, non-collusive negotiations,
26 (2) has no obvious deficiencies, (3) does not improperly grant preferential treatment to class
27 representatives or segments of the class, and (4) falls within the range of possible approval.” (*In re*
28

1 *Tableware Antitrust Litig.*, 484 F. Supp. 2d 1078, 1079 (N.D. Cal. 2007).) No one factor should be
2 determinative. Here, the Settlement meets all of these criteria for preliminary approval.

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

5 This Settlement is the result of extensive and hard-fought litigation and negotiations before
6 an experienced and well-respected mediator. Defendant denied and continue to deny any
7 wrongdoing or legal liability arising out of the conduct alleged in the Action. Plaintiff and Class
8 Counsel have determined that it is desirable and beneficial to the Class Members to put to rest the
9 Released Class Claims and Released PAGA Claims. The Released Class Claims include all claims
10 that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative
11 Complaint that occurred during the Class Period. *See* Agreement at § 1.40. The Released PAGA
12 Claims include all claims for PAGA penalties that were alleged, or reasonably could have been alleged,
13 based on the facts stated in the Operative Complaint and the PAGA Notice sent by Plaintiff, that
14 occurred during the PAGA Period. *See* Agreement at § 1.40.1. (Decl. Zakay at ¶ 12.)

15 Plaintiff and Class Counsel recognize the expense and time involved in continuing to litigate
16 and ultimately trying the Action against Defendant through possible appeals which could take
17 several years. Class Counsel have also taken into account the uncertain outcome and risk of
18 litigation, especially in complex actions such as the one here. Class Counsel are also mindful of,
19 and recognize, the inherent problems of proof under, and asserted defenses to, the claims asserted
20 in the Action. Based upon their evaluation, Plaintiff and Class Counsel have determined that the
21 Settlement set forth in the Agreement is in the best interest of the Class Members. (Decl. Zakay at
22 ¶ 13.)

23 Here, there can be no dispute that the litigation has been hard-fought with aggressive and
24 capable advocacy on both sides. The Parties were represented by experienced counsel who
25 zealously advocated their respective positions with the assistance of an experienced mediator.
26 Accordingly, “[t]here is likewise every reason to conclude that settlement negotiations were
27 vigorously conducted at arms’ length and without any suggestion of undue influence.” (*In re Wash.*
28 *Public Power*, 720 F. Supp. at 1392.) (Decl. Zakay at ¶ 14.)

1 **2. The Settlement Has No “Obvious Deficiencies” and Falls Within the Range of**
2 **Approval**

3 The proposed Settlement here has no “obvious deficiencies” and is well within the range of
4 possible approval. All Class Members will receive an opportunity to participate in the Settlement
5 and receive payment according to the same formula if they do not opt out.

6 Defendant’s total exposure for the alleged violations at the time this Settlement was
7 negotiated was calculated by BCG, Plaintiff’s damage expert. Plaintiffs used BCG to analyze the
8 data and determine the potential damages for the Class Members. For the Class, Plaintiffs estimate
9 that Defendant was subject to maximum liability for damages in the amount of \$1,813,746.07
10 consisting of \$763,624.00 for meal period violations, \$724,326.99 for rest period violations,
11 \$191,358.08 in unpaid wages due to off-the-clock work, \$26,619 in unpaid wages due to a
12 miscalculation of the Class Members’ regular rates of pay, and \$107,818.00 for unreimbursed
13 expenses. Plaintiffs contend that Defendant required themselves and Class Members to perform
14 work-related activities post shift, including performing tasks such as taking out the garbage.
15 Plaintiffs further contend that some Class Members worked off the clock in waiting for their desktop
16 computers to load before they were able to clock in via those computers. Plaintiff also allege that
17 Defendant failed to take into account certain non-discretionary bonuses when calculating
18 employees’ regular rates of pay, for purposes of overtime, meal period premiums, and redeemed
19 sick pay. Plaintiff further alleges that he and other Class Members were not reimbursed for the
20 maintenance of their uniform. (Decl. Zakay at ¶ 15.)

21 As it pertains to derivative penalties, Plaintiffs’ expert calculated \$2,491,224 in waiting time
22 penalties and \$1,777,200 for wage statement penalties. Finally, Plaintiffs’ expert calculated that
23 Defendant could potentially be liable for PAGA penalties in an amount of \$2,410,400.
24 Consequently, the Settlement of \$500,000 represents approximately 28% of the maximum
25 estimated *damages*. Given the amount of the Settlement as compared to the potential value of
26 claims in this case, the Settlement is fair and reasonable. Clearly, the goal of this litigation – to
27 provide compensation to Class Members for unpaid time and for allegedly missed meal and rest
28 breaks – has been met. (Decl. Zakay at ¶ 16.)

///

1 In *Stovall-Gusman v. W.W. Granger, Inc.*, 2015 U.S. Dist. LEXIS 78671, at *12 (N.D. Cal.
2 2015) the court approved a settlement of an action claiming unpaid wages where the settlement
3 amount constituted roughly 10% of the estimated actual damages to the class. Here, the settlement
4 consideration exceeds the percentage approved in *Stovall-Gusman*. In *Stovall-Gusman*, the court
5 ruled that the settlement which represented approximately 10% of the estimated loss to the class
6 was fair, reasonable, and adequate. As a result, this Settlement, which exceeds the percentage
7 approved in *Stovall-Gusman*, is entitled to preliminary approval.

8 Moreover, where both sides face significant uncertainty, the attendant risks favor settlement.
9 (*Hanlon v. Chrysler Corp.* (9th Cir. 1998) 150 F.3d 1011, 1026.) Here, a number of defenses
10 asserted by Defendant presented serious threats to the claims of the Plaintiffs and the other Class
11 Members. For instance, Defendant asserted that the employment practices complied with all
12 applicable Labor Laws. Specifically, Defendant argued that the Supreme Court decision in *Brinker*
13 *v. Superior Court*, 53 Cal. 4th 1004 (2012) weakened, if not eliminated, Plaintiffs' claims, on
14 liability, value, and class certifiability as to the meal and rest period claims. A major component of
15 the damages alleged to have been suffered by the Class Members are attributed to non-compliant
16 meal and rest breaks. Before and during the mediation, Defendant aggressively argued that
17 Defendant's policies and culture afforded the Class Members an opportunity to take timely meal
18 and rest breaks, and that to the extent that breaks were not taken, this was done at the election of
19 the employee, particularly in instances in which an employee worked a shift of 6 hours or less.
20 Defendant argued, therefore, that under the *Brinker* decision they have no liability for the missed
21 breaks whatsoever. Defendant argued that they adopted and strictly enforced lawful policies, and
22 afforded Plaintiffs and the Class Members compliant meal and rest breaks. If successful, these
23 defenses could eliminate or substantially reduce any recovery to the Class. While Plaintiff believes
24 that these defenses, and others, could be overcome, Defendant maintains these defenses have merit
25 and therefore present a serious risk to recovery for the Class. (Decl. Zakay at ¶ 17).

26 There was also a significant risk that, if the Action was not settled, Plaintiffs would be unable
27 to obtain class certification and thereby not recover on behalf of any employee other than himself.
28 Defendant argued that the individual experience of each employee varied with respect to the alleged

1 claims. While other cases have approved class certification of wage and hour claims, class
2 certification in this action would have been hotly disputed and was by no means a foregone
3 conclusion. Finally, even if class certification was successful, as demonstrated by the California
4 Supreme Court decision in *Duran v. U.S. Bank National Assn.*, 59 Cal. 4th 1 (2014), there are
5 significant hurdles to overcome for a class-wide recovery even where the class has been certified.
6 (Decl. Zakay at ¶ 18.) Here, the risk of further litigation is substantial. After arm's-length
7 negotiations between experienced and informed counsel, the Parties recognized the potential risks
8 and agreed on the Settlement. (Decl. Zakay at ¶ 19).

9 Moreover, Plaintiffs' expert calculated that Defendant could be liable for PAGA penalties
10 in an amount of \$2,410,400. However, Courts have considerable discretion to reduce the penalty
11 award. Some trial courts have awarded no civil penalties, even when Labor Code violations are
12 established. *See In re Nordstrom Com. Cases*, 186 Cal.App.4th 576, 589 (2010) (affirming an award
13 of \$0 in PAGA penalties in a wage and hour class action). To recover any PAGA penalties, Plaintiff
14 would be required at trial to prove each of the underlying Labor Code violations. *See Cardenas v.*
15 *McLane Foodservice, Inc.*, 2011 U.S. Dist. LEXIS 13126, *10 (C.D. Cal. 2011) Here, Plaintiff
16 would need to prove that each Aggrieved Employee suffered a violation for each pay period the
17 employee worked. Again, Defendant raised several defenses that present serious threats to the
18 claims of the Plaintiff and the Aggrieved Employees. In all, Plaintiffs' PAGA liability exposure is
19 hotly contested. *Carrington v. Starbucks Corp.*, 30 Cal. App. 5th 504 (2018), illustrates the risk of
20 PAGA claims. In *Carrington*, while the plaintiff prevailed on his PAGA claim upon trial, the trial
21 court reduced the maximum PAGA penalty amount by 90%, citing the employer's good faith
22 attempt at complying with the law. *Id.* at 517. Upon review, the Court of Appeal found such
23 reduction to be proper. *Id.* at 539. Again, the *Carrington* decision was after the plaintiff prevailed
24 at trial, and even then, the PAGA penalties were reduced by 90%. (Decl. Zakay at ¶ 20).

25 Lastly, Defendant raised an inability to pay argument prior to the Parties' mediation. As
26 noted above, Plaintiff retained an accountant that regularly provides litigation support and forensic
27 accounting services, who performed attended the Parties' mediation, met with Defendant's CFO,
28

1 and conducted an independent investigation into Defendant's finances. Plaintiff considered these
2 findings when making settlement decisions. (Decl. Zakay at ¶ 21).

3 **3. The Settlement Does Not Improperly Grant Preferential Treatment to the**
4 **Class Representative or Segments of The Class**

5 The relief provided in the Settlement will benefit all Class Members who do not opt out.
6 The Settlement does not improperly grant preferential treatment to Plaintiff or segments of the Class
7 in any way. Each Class Member will be entitled to a cash payment based on the plan of allocation
8 described herein. Each Participating Class Member's Individual Settlement Payment will be
9 determined based upon the weeks worked by that employee during the prescribed Class Period. *See*
10 Agreement at § 3.2.4. (*See* Decl. Zakay at ¶ 4.)

11 Plaintiff will apply to the Court for a Class Representative Service Award in consideration
12 of his service, and for the risks undertaken on behalf of the Class. Plaintiff performed his duties
13 admirably by working with Class Counsel. The requested Plaintiff's Service Awards of \$10,000 is
14 within the accepted range of awards for purposes of preliminary approval. Plaintiff has not
15 negotiated an individual settlement payment with Defendant. (*See* Decl. Zakay at ¶ 22.)

16 **4. The Stage of The Proceedings Are Sufficiently Advanced to Permit**
17 **Preliminary Approval of The Settlement**

18 The stage of the proceedings at which this Settlement was reached also militates in favor of
19 preliminary approval and ultimately, final approval of the Settlement. Class Counsel has conducted
20 a thorough investigation into the facts of the class action. Class Counsel began investigating the
21 Class Members' claims before this Action was filed. Prior to the mediation, Class Counsel
22 performed significant review and analysis of Defendant's documents, time records and pay records.
23 Class Counsel engaged in a thorough research and analysis of the relevant claims and data. (Decl.
24 Zakay at ¶ 23.) Class Counsel is also experienced with the claims at issue here, as Class Counsel
25 previously litigated and settled similar claims in numerous other actions. Accordingly, the
26 Settlement did not occur until Class Counsel possessed sufficient information to make an informed
27 judgment regarding the likelihood of success on the merits and results that could be obtained
28 through further litigation. (Decl. Zakay at ¶ 24.) There can be no doubt that Counsel for both Parties

1 possessed sufficient information to make an informed judgment regarding the likelihood of success
2 on the merits and the results that could be obtained through further litigation.

3 In *Glass v. UBS Financial Services, Inc.*, the Northern District of California granted final
4 approval of an unpaid wages action although in *Glass* no formal discovery had been conducted prior
5 to the settlement:

6 Here, no formal discovery took place prior to settlement. As the Ninth Circuit has
7 observed, however, ‘[i]n the context of class action settlements, ‘formal discovery
8 is not a necessary ticket to the bargaining table’ where the parties have sufficient
9 information to make an informed decision about settlement.” See *In re Mego
Financial Corp. Securities Litigation*, 213 F.3d [454,] 459. (*Glass*, 2007 WL
221862 at *4.)

10 Here, Class Counsel was in a strong position to evaluate the fairness of this Settlement
11 because Class Counsel had the same, if not more, sufficient information, as well as an informal
12 document production.

13 **V. THE CLASS IS PROPERLY CERTIFIED FOR SETTLEMENT PURPOSES**

14 Plaintiffs contend that the proposed Settlement meets all the requirements for class
15 certification under the California Code of Civil Procedure section 382 as demonstrated below, and
16 therefore, the Court may appropriately approve the Class as defined in the Agreement. This Court
17 should conditionally certify the Class for settlement purposes only, defined as follows: all non-
18 exempt employees who are or previously were employed by either Defendant who performed work
19 in California at any time during the Class Period of May 27, 2018 to August 23, 2023. Defendant
20 estimates the number of work weeks during the Class Period to be approximately 53,909. See
21 Agreement at § 8.

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

23 Plaintiff seeks certification of this Class for settlement purposes under California Code of
24 Civil Procedure section 382. While Defendant reserves all rights to dispute that the Plaintiff can
25 satisfy any of these requirements, Defendant will not dispute that these requirements may be
26 satisfied in this case for purposes of settlement and therefore, the proposed Class should be certified
27 for purposes of settlement only.

28 ///

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

2 Here, the approximately 1,121 current and former employees that comprise the Class are
3 sufficiently numerous for class certification. *See* Agreement at § 8; *Bowles v. Superior Court*, 44
4 Cal.2d 574 (1955) (class with 10 members sufficiently numerous); *Rose v. City of Hayward*, 126
5 Cal.App.3d 926, 934 (1981) (class of 48 members satisfies numerosity requirement)). All of these
6 employees are ascertainable because the Class Members can readily be determined through
7 examination of Defendant’s employment files. For purposes of settlement only, Defendant will not
8 oppose a finding of numerosity. (Decl. Zakay at ¶ 25.)

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

10 Predominance of common issues of law or fact does not require that the common issues be
11 dispositive of the entire controversy or even that they be dispositive of all liability issues. (1
12 *Newberg on Class Actions*, Section 4.25 at 4-82, 4-83 (1992).) “Predominance is a comparative
13 concept, and ‘the necessity for class members to individually establish eligibility and damages does
14 not mean individual fact questions predominate.’” (*Sav-On*, 34 Cal. 4th at 334.) Commonality exists
15 if there is a predominant common legal question regarding how an employer’s policies impact its
16 employees. (*Ghazaryan v. Diva Limousine, Ltd.*, 169 Cal. App. 4th 1524, 1536 (2008) (“[T]he
17 common legal question remains the overall impact of Diva’s policies on its drivers.”).) Whether
18 Plaintiff is likely to prevail on his theory of recovery is irrelevant at the certification stage since the
19 question is “essentially a procedural one that does not ask whether an action is legally or factually
20 meritorious.” (*Linder v. Thrifty Oil Co.*, 23 Cal. 4th 429, 439-440 (2003).)

21 Here, Plaintiff contends that common questions of law and fact are present. Specifically: (i)
22 whether Defendant failed to pay Class Members for all hours worked; (ii) whether Defendant failed
23 to provide meal and rest periods to Class Members; (iii) whether Defendant failed to timely furnish
24 accurate, itemized and legal wage statements; (iv) whether Defendant failed to reimburse necessary
25 business expenses; and (v) whether Defendant is liable for attorneys’ fees and costs. (Decl. Zakay
26 at ¶ 26.) Defendant will not oppose a finding of commonality for purposes of settlement only.

27
28 ///

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

2 The typicality requirement requires Plaintiffs to demonstrate that the members of the class
3 have the same or similar claims as Plaintiffs. “The typicality requirement is met when the claims
4 of the Plaintiff [] arise from the same event or are based on the same legal theories.” (*Tate v.*
5 *Weyerhaeuser Co.*, 723 F.2d 598, 608 (8th Cir. 1983).) In *Hanlon v. Chrysler Co.*, 150 F.3d 1011
6 (9th Cir. 1998), the Ninth Circuit held that “[u]nder the rule’s permissive standards, representative
7 claims are ‘typical’ if they are reasonably coextensive with those of absent class members; they
8 need not be substantially identical.” (50 F.3d at 1020.)

9 In the instant case, Plaintiff contends that the typicality requirement is fully satisfied.
10 Plaintiff, like every other member of the Class was employed by Defendant and is a member of the
11 Class. Plaintiff was subject to the same practices affecting all other Class Members concerning non-
12 compliant meal and rest periods and Defendant’s failure to pay meal or rest period premiums,
13 unpaid wages as a result of off-the-clock work, unpaid wages as a result of a miscalculated regular
14 rate of pay, unreimbursed business expenses, and received similar wage statements. Plaintiff’s
15 claims and the Class Members’ claims arise from the same course of conduct by Defendant, involve
16 the same policies, are based on the same legal theories, and are subject to the same defenses.
17 Plaintiff did not separately negotiate individual settlements with Defendant. (Decl. Zakay at ¶ 27.)
18 For purposes of settlement only, Defendant will not oppose typicality.

19 **E. The Class Representative Fairly and Adequately Protected the Class**

20 The Class Members are adequately represented because Plaintiff and Class Counsel (a) do
21 not have any conflicts of interest with other Class Members, and (b) will prosecute the case
22 vigorously on behalf of the class. (*See Hanlon*, 150 F.3d at 1020.) Plaintiff has been and continues
23 to be aware of his duties as the representative of the class and has actively participated in the
24 prosecution of the case to date, with the Class Members’ interests as a priority. Plaintiff understood
25 at the time he filed that as a class representatives, he owed a duty to the putative Class Members to
26 faithfully prosecute this Action with their best interests at the forefront of every decision. (Decl. of
27 Oscar Almanza at ¶ 8).

28 ///

1 First, Plaintiff effectively communicated with Class Counsel, provided documents to them
2 and participated in the investigation and negotiations in the Action. Second, Plaintiff retained
3 competent counsel who are experienced in employment class actions. Third, there is no antagonism
4 between the interests of the Plaintiff and those of the Class. Both the Plaintiff and the Class
5 Members seek monetary relief under the same set of facts and legal theories. (Decl. Zakay at ¶ 28;
6 31; Decl. of Jean-Claude Lapuyade at ¶¶ 2-10.) Defendant will not dispute such a finding for
7 purposes of this settlement only.

8 F. The Superiority Requirement Is Met

9 To certify a class, the Court must 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
13 Cir. 1996).) Here, a class action is the superior mechanism for resolution of the claims as pled by
14 Plaintiff. (Decl. Zakay at ¶ 29.) Defendant will not dispute such a finding for purposes of this
15 settlement only.

16 VI. THE PROPOSED METHOD OF CLASS NOTICE IS APPROPRIATE

17 The Court has broad discretion in approving a practical notice program. The Parties have
18 agreed upon procedures by which the Class Members will be provided with written notice of the
19 Settlement similar to that approved and utilized in hundreds of class action settlements. The Notice
20 Packet, drafted jointly and agreed upon by the Parties through their respective counsel and to be
21 approved by the Court, includes all relevant information. (See Exhibit A to the Agreement.) The
22 Notice Packet will state that the Class Members shall have forty-five (45) days from the date that
23 the Notice Packet is mailed to them to request exclusion or to submit an objection. The Class
24 Members will be given an opportunity to object to the terms of the Agreement and/or the request
25 for attorneys’ fees and costs and to participate at the final approval hearing, in accordance with the
26 instructions set forth in the Notice Packet. Class Members will be instructed to only contact the
27 Settlement Administrator and/or Class Counsel and not the Court. Class Members who do not opt
28 out will automatically receive an Individual Settlement Payment. This notice program was designed

1 to meaningfully reach the Class Members and advise them of all pertinent information concerning
2 the Settlement. The mailing and distribution of the Notice Packet satisfies the requirements of due
3 process, is the best notice practicable under the circumstances, and constitutes due and sufficient
4 notice to all persons entitled thereto. The Notice Packet provides information on the terms and
5 provisions of the Settlement; the benefits that the Settlement provides for Class Members; the date,
6 time, and place of the final settlement approval hearing; and the procedure and deadline for
7 submitting comments, objections, and requests for exclusion. The Notice Packet complies with
8 Rules of Court 3.766 and 3.769(f). (Decl. Zakay at ¶ 30.)

9 **VII. CONCLUSION**

10 Plaintiff respectfully requests that the Court preliminarily approve the proposed Settlement
11 and sign the proposed Preliminary Approval Order, which is submitted herewith, and schedule the
12 final fairness hearing for a date that is at least one hundred twenty (120) days after the date of
13 Preliminary Approval.

14
15 DATED: March 11, 2024

ZAKAY LAW GROUP, APLC

16 By: 
17 Shani O. Zakay, Attorney for Plaintiffs
18
19
20
21
22
23
24
25
26
27
28