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SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN BERNARDINO

PERLA GONZALES, an individual, on behalf
of herself, and on behalf of all persons similarly
situated,

Plaintiff,

vs.

CM SCHOOL SUPPLY, INC., a California
corporation; and DOES 1 through 50, Inclusive,

Defendants.

Case No. CIVSB2133207

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

Date: August 20, 2024

Time: 8:30 a.m.

Judge: Hon. Jessica Morgan

Dept.: S-26

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I. INTRODUCTION

Plaintiff PERLA GONZALES (“Plaintiff”) seeks preliminary approval of the Stipulation of Class and PAGA Action Claims and Release of Claims (“Agreement”)¹, which if approved, would provide valuable monetary relief for approximately 178 Class Members. The basic terms of the Agreement provide for the following:

1. The “**Class Members**” and “**Class Period**” shall mean “all non-exempt employees who are or previously were employed by CM School Supply, Inc. (“Defendant”) and performed work in California (“Class Members”) during the time period of December 1, 2017, through January 23, 2024 (“Class Period”). Agreement at §§ I(G); I(J). At the time of mediation there were approximately 178 Class Members who worked approximately 12,266 Workweeks during the Class Period. Agreement at § III(A)(2).

2. The “**Settlement Class Member**” refers to all Class Members who do not submit a timely and valid Request for Exclusion. Agreement at § I(LL).

3. The “**Aggrieved Employees**” and “**PAGA Period**” means “all non-exempt employees who are or previously were employed by Defendant during the PAGA Period (“Aggrieved Employees”). Agreement at § I(C). The “PAGA Period” refers to the time period beginning September 24, 2020 through January 23, 2024. Agreement at § I(Y). Aggrieved Employees do not have the ability to opt-out of the PAGA portion of the settlement. Agreement at §§ III(L)(7). At the time of mediation there were approximately 91 Aggrieved Employees who worked approximately 4,421 pay periods during the PAGA Period. SOZ Dec., ¶ 9.

4. The “**Gross Settlement Amount**” is Three Hundred Thousand Dollars and Zero Cents (\$300,000.00). Agreement at § I(Q). The Gross Settlement Amount is non-reversionary and includes the following:

a. An “**Enhancement Award**” in the amount of \$10,000 to Plaintiff in recognition of her efforts and risks in assisting with the prosecution of the Action. Agreement at §§ I(O); III(M)(9);

b. A payment of “**Attorneys’ Fees and Attorneys’ Expenses**” in the amount not to

¹ The Agreement is attached as Ex “1” to the Declaration of Shani O. Zakay (“SOZ Dec.”) at ¶ 3. All citations to the Agreement incorporate by this reference a citation to the SOZ Dec., ¶ 3. Further, unless indicated otherwise, capitalized terms used herein have the same meaning as those defined by the Agreement.

1 exceed one-third of the Gross Settlement Amount for attorney’s fees, currently estimated to be
2 \$100,000.00 out of \$300,000.00 **and** litigation costs and expenses not to exceed \$20,000, to be paid to
3 Class Counsel. Agreement at §§ I(E), I(F), III(M)(10);

4 c. “**PAGA Penalties**” in the amount of \$10,000.00 shall be set aside from the Gross
5 Settlement Amount for settlement of claims for civil penalties under the Private Attorneys General Act
6 of 2004. The Settlement Administrator shall pay \$7,500.00 representing 75% of the PAGA Penalties
7 to the Labor and Workforce Development Agency (“LWDA Payment”). The Settlement Administrator
8 shall distribute \$2,500.00 representing 25% of the PAGA Penalties to the Aggrieved Employees
9 (“Aggrieved Employee Payment”). Agreement at §§ I(Z); III(M)(11); and

10 d. “**Administration Costs**” not to exceed \$5,500.00 payable to the Settlement
11 Administrator, Apex Class Action LLC, for the costs of administration of the Settlement. Agreement
12 at §§ I(B); III(M)(12).

13 3. The “**Net Settlement Amount**” means the Gross Settlement Amount, less Attorneys’
14 Fees and Attorneys’ Expenses, Enhancement Award, PAGA Penalties, and Administration Costs.
15 Agreement at § I(S). The Net Settlement Amount is approximately \$154,500.00, which will be
16 allocated to all Settlement Class Members on a pro-rata basis according to the number of Workweeks
17 each Settlement Class Member worked during the Class Period. The entire Net Settlement Amount
18 will be paid to all Settlement Class Members who do not opt out of the Settlement resulting in an
19 average Individual Settlement Payment of approximately **\$867.97**. Declaration of Shani O. Zakay
20 (“SOZ Dec.”), ¶ 8.

21 An objective evaluation of the Settlement confirms that the relief negotiated on behalf of the
22 Class is fair, reasonable, and adequate. The Settlement was negotiated by the Parties at arm’s length.
23 The Settlement confers substantial benefits to the Settlement Class. The relief offered by the Settlement
24 is particularly impressive when viewed against the difficulties encountered by plaintiffs pursuing wage
25 and hour cases (*see infra*). Indeed, by settling now rather than proceeding to trial, Class Members will
26 not have to wait (possibly years) for relief. SOZ Dec., ¶ 7.

27 As discussed below, the proposed Settlement satisfies all criteria for preliminary settlement
28 approval and falls within the range of reasonableness. The average Individual Settlement Payment to

the Settlement Class meets or exceeds awards in similar wage and hour class actions. Accordingly, Plaintiff respectfully requests the Court grant preliminary approval of the Settlement. SOZ Dec., ¶ 10.

II. FACTS AND PROCEDURE

A. Overview of the Litigation

Defendant sells school supplies in California, including in San Bernadino County, where Plaintiff worked. This action asserts claims on behalf of all current and former non-exempt employees who worked for Defendant during the Class Period. Plaintiff worked for Defendant as a non-exempt employee in California from June 2020 to August 2021. At all times during her employment, Plaintiff earned an hourly wage and was entitled to legally compliant meal and/or rest periods, and minimum, regular and overtime wages for all hours worked. Throughout her employment, Plaintiff was subject to Defendant's written policies and procedures contained in, among other documents, the "Employee Handbook." SOZ Dec., ¶ 11; Declaration of Perla Gonzales ("PG Dec.") at ¶¶ 1-5.

Generally, Plaintiff claims that Defendant failed to furnish accurate itemized wage statements, failed to provide compliant meal and rest periods, failed to pay for all time worked, failed to reimburse for required expenses, and failed to pay all wages upon separation. Defendant forcefully denies liability for each of Plaintiff's claims. Further, Defendant asserts that it fully complied with all applicable employment laws and raised several other significant defenses to Plaintiff's claims, including but not limited to, asserting that it issued compliant wage statements, maintained facially compliant meal and rest period policies, paid for all hours worked, and timely paid all wages due upon separation of employment. SOZ Dec., ¶ 12.

On September 24, 2021, Plaintiff served Defendant and the Labor and Workforce Development Agency ("LWDA") with a Notice of Violations ("PAGA Notice"). Plaintiff's PAGA Notice set forth the facts and theories supporting Defendant's alleged violations of various provisions of the California Labor Code and applicable Industrial Welfare Commissions ("IWC") Wage Order and of her intent to pursue claims under California Labor Code Private Attorneys General Act, Cal. Lab. Code Sections 2698 *et seq.* ("PAGA"). SOZ Dec., ¶ 13.

On December 1, 2021, Plaintiff filed a class action complaint in the San Bernardino Superior Court, Case Number CIVSB2133207 ("Action"). The Action alleged nine causes of action against

Defendant for: (1) Unfair Competition in Violation of California Business & Professions Code §§ 17200, *et seq.*; (2) Failure to Pay Overtime Wages in Violation of Cal. Lab. Code §§ 510 *et seq.*; (3) Failure to Pay Minimum Wages in Violation of California Labor Code §§ 1194, 1197 & 1197.1; (4) Failure to Provide Required Meal Periods in Violation of Cal. Lab. Code §§ 226.7 & 512 and the Applicable IWC Wage Order; (5) Failure to Provide Required Rest Periods in Violation of Cal. Lab. Code §§ 226.7 & 512 and the Applicable IWC Wage Order; (6) Failure to Provide Accurate Itemized Statements in Violation of Cal. Lab. Code § 226; (7) Failure to Reimburse for Required Business Expenses in Violation of Cal. Lab. Code § 2802; (8) Failure to Pay Wages When Due in Violation of Cal. Lab. Code §§ 201, 202, and 203; and (9) Violation of the Private Attorneys General Act [Labor Code §§ 2698 *et seq.*]. SOZ Dec., ¶ 14.

After engaging in extensive written discovery and depositions, the Parties agreed to mediate the Action. To prepare for mediation, the Parties agreed to informally exchange additional documents and data points subject to the mediation privilege, including but not limited to, employee handbooks, the Class Members' payroll and time data, and certain data points. As discussed *infra*, Plaintiff's counsel retained the forensic consultants at Berger Consulting Group ("BCG") to analyze Defendant's time and payroll data. SOZ Dec., ¶ 15.

On January 23, 2024, the Parties participated in a full day mediation with mediator Steven G. Mehta, Esq. After arms-length negotiations and bargaining, the Parties reached an agreement to settle and signed a Memorandum of Understanding. After reaching an agreement in principle, the Parties drafted and negotiated a long-form settlement agreement, which is the subject of the instant motion. SOZ Dec., ¶ 16.

B. Class Counsel Thoroughly Investigated the Factual and Legal Issues

Months before filing the Action, Class Counsel began their pre-filing investigation into Plaintiff's complaints. Class Counsel's investigation started with several lengthy interviews with Plaintiff. As part of the interview process, Plaintiff produced documents related to her employment, including her wage statements and various employment policies. At the conclusion of the interviews and analysis of the documents, Class Counsel determined that the foregoing appeared to substantiate Plaintiff's claim that Defendant failed to, among other things, provide compliant meal and rest periods,

1 and pay for all time worked. SOZ Dec., ¶ 17.

2 Considering the many factual disputes, the Parties agreed that it would be in the best interest of
3 both Parties to mediate the matter. To prepare for mediation, Class Counsel requested documents and
4 data points to further evaluate Plaintiff's claims, Defendant's liability exposure to the Class Members,
5 and Defendant's ability to pay any settlement. In response to Class Counsel's request, Defendant
6 produced time and payroll records for the Class Members, aggregate workweek and pay period data
7 for the Class Members, aggregate meal premiums paid to the Class Members, average hourly rate for
8 the Class Members, and copies of applicable handbooks, policies, and agreements containing, *inter*
9 *alia*, compensation, timekeeping, and meal and rest period policies. In total, Defendant produced over
10 2,500 pages of time records, payroll data and wage and hour policies for Class Counsel to analyze. SOZ
11 Dec., ¶ 18.

12 Class Counsel then retained the statisticians and economists at BCG to evaluate the Class
13 Members' payroll and time data. BCG provides data analysis and damage modeling consulting
14 services, specializing in wage and hour class actions. BCG's team of financial and data analysts are
15 credentialed and experienced experts in their fields and have provided their expertise on thousands of
16 cases. Stated differently, the BCG is well-qualified to analyze Defendant's time and payroll data. SOZ
17 Dec., ¶ 19.

18 BCG analyzed Defendant's time and payroll data to assist in the development of various damage
19 models. Among other things, BCG determined the approximate number of work shifts, workweeks,
20 pay periods, average length of shift and average number of hours worked per week and pay periods
21 during the Class Period. BCG also estimated the number of missed, late or truncated meal and rest
22 periods, the amount of missed meal period premiums paid during the Class Period. SOZ Dec., ¶ 20.

23 In advance of mediation, Class Counsel created several damage models predicated on the BCG
24 analysis. Class Counsel's models calculated Defendant's potential liability exposure while accounting
25 for the uncertainties of continued litigation. These damage models informed and guided Class Counsel
26 during the mediated settlement discussions. SOZ Dec., ¶ 21.

27 Overall, Class Counsel thoroughly investigated the claims at issue, including: (1) determining
28 Plaintiff's suitability as a putative class representative through interviews, background investigations,

1 and analysis of her employment file; (2) evaluating all of Plaintiff's potential claims; (3) researching
2 similar wage and hour class actions as to the claims brought, the nature of the positions, and the type
3 of employer; (4) analyzing the Settlement Class' time and payroll records; (5) analyzing Defendant's
4 labor policies and practices; (6) researching settlements in similar cases as well as outstanding issues
5 which could affect settlement approval; (7) evaluating Plaintiff's claims and estimating Defendant's
6 liability for purposes of settlement; (8) conducting several calls with putative class members; (9)
7 drafting the mediation brief; and (10) participating in the mediation. This investigation allowed Class
8 Counsel to fully assess the nature and magnitude of the claims being settled, as well as the impediments
9 to recovery, such as to make an independent assessment of the reasonableness of the terms to which
10 the Parties have agreed. SOZ Dec., ¶ 22.

11 Class Counsel only agreed to enter the Settlement following this thorough investigation and
12 evaluation of Plaintiff's claims. Based on their investigation of the facts, applicable law, and
13 marketplace for similar settlements, and considering the risk of significant delay, uncertainty associated
14 with litigation, and the various defenses asserted by Defendant, Class Counsel firmly believe this
15 Agreement to be in the best interests of the Class Members. Because the Settlement's terms are fair,
16 reasonable, and adequate, the Court should preliminarily approve the Settlement. SOZ Dec., ¶ 23.

17 **C. The Parties Settled at Mediation**

18 On January 23, 2024, the Parties conducted a full day of mediation with Steven G. Mehta, Esq.,
19 a mediator of wage and hour class and representative actions. Mediator Mehta helped manage the
20 Parties' expectations and provided a useful, neutral analysis of the issues and risks to both sides. The
21 Parties made substantial progress with Mediator Mehta's assistance. Namely, the Parties exchanged
22 information regarding their respective claims and defense, including their respective evaluation of the
23 damages. The mediation concluded with a settlement, the complete and final terms of which are now
24 set forth in the Agreement. Class Counsel submit that the Settlement constitutes a fair, adequate, and
25 reasonable compromise of the claims at issue. SOZ Dec., ¶ 24.

26 **D. The Proposed Settlement Fully Resolves Plaintiff's Claims**

27 1. The Composition of the Settlement Class Members

28 The proposed Settlement Class consists of all current and former non-exempt employees who

worked for Defendant during the Class Period and who do not file a timely and valid Request for Exclusion. Agreement at § I(LL). In the data exchanged at the time the Agreement was executed, there were approximately 178 Class Members that worked approximately 12,266 workweeks. Agreement at § III(A)(2).

2. The Settlement Consideration

The Parties agreed to settle the underlying class claims in exchange for the Gross Settlement Amount of \$300,000.00. The Gross Settlement Amount includes: (1) Individual Settlement Payments to the Settlement Class; (2) an Enhancement Award of \$10,000.00 to Plaintiff for her services on behalf of the Settlement Class; (3) PAGA Penalties in the amount of \$10,000.00; (4) Administration Costs estimated at \$5,500.00; (5) Attorneys' Fees and Attorneys' Expenses in the amount of \$120,000.00 comprised of attorneys' fees equal to one-third of the Gross Settlement Amount estimated to be \$100,000.00 and an estimated \$20,000.00 for actually incurred litigation expenses. *See generally* Agreement at § I(Q).

Subject to the Court approving the Enhancement Award, Attorneys' Fees and Attorneys' Expenses, PAGA Penalties, and the Administration Costs, the Net Settlement Amount will be distributed to each Settlement Class Member. Agreement at § III(A)(3). There is no reversion to Defendant and Defendant must separately pay for its share of the employer payroll taxes. Agreement at §§ I(Q); III(A)(1).

3. The Funding Date

Assuming there are no objectors, and no appeal is filed, Defendant shall pay the Gross Settlement Amount within thirty (30) days of the Effective Date in the Settlement and as follows: the Gross Settlement Amount shall be paid via twelve (12) equal installments of \$25,000 each, with the first installment due thirty (30) calendar days after the Court grants final approval of the Settlement, and each installment thereafter due 30 calendar days after each installment is paid. Agreement at § III(A)(3).

4. Formula for Calculating Individual Settlement Payments

Each Settlement Class Member will receive an Individual Settlement Payment. The Class Data provided by Defendant to the Settlement Administrator will include the number of eligible Workweeks for each Settlement Class Member. The Individual Settlement Payments will be calculated by dividing

the Net Settlement Amount by the total number of Workweeks worked by all Settlement Class Members during the Class Period and multiplying the result by each Settlement Class Member's Workweeks. Agreement at § III(M)(1). Each Individual Settlement Payment will be reduced by any legally mandated employee tax withholdings (*e.g.*, employee payroll taxes, etc.).

Given that there are approximately 178 Settlement Class Members, *the average gross recovery is approximately \$867.97* (Net Settlement Amount divided by Settlement Class Members). SOZ Dec.,

¶ 8.

5. Release by Class Members

Generally, as of the Funding Date, Plaintiff and the Class Members will agree to release the Released Parties from the Released Class Claims. The Released Class Claims are defined as all class claims alleged, or reasonably could have been alleged, based on the facts alleged in the operative complaint in the Action, which occurred during the Class Period, and expressly excluding all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and class claims outside of the Class Period. Agreement at § I(EE); III(B).

6. PAGA Release by the State of California on behalf of the Aggrieved Employees

Generally, as of the Funding Date, Plaintiff, acting as the representative of the State of California, on behalf of the Aggrieved Employees, will release the Released Parties from the Released PAGA Claims. The Released PAGA Claims include all PAGA claims alleged in the operative complaint in the Action and Plaintiff's PAGA notice to the LWDA which occurred during the PAGA Period, and expressly excluding all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and PAGA claims outside of the PAGA Period. Agreement at § I(FF); III(C).

III. ARGUMENT

A. The Court Should Preliminarily Approve the Proposed Class Action Settlement

The proposed Settlement, including a Gross Settlement Amount of \$300,000.00, meets the standards for preliminary approval. Pre-trial settlement of complex class actions is a judicially favored remedy. (*Officers for Justice v. Civil Serv. Comm'n* (9th Cir. 1982) 688 F.2d 615, 625 ("Voluntary

1 conciliation and settlement are the preferred means of dispute resolution.”).) Class action settlement
2 approval requires an early “preliminary” review by the trial court and a subsequent “final” review after
3 notice of the settlement has been distributed to class members for their comments and objections.
4 (C.R.C. 3.769(c)-(g); *Cellphone Termination Fee Cases*, 180 Cal.App.4th 1110, 1118 (2010) (the court
5 first “preliminarily approves the settlement” and later “conducts a final approval hearing to inquire into
6 the fairness of the proposed settlement”).)

7 Although Rule of Court Rule 3.769 does not provide detail as to the scope of review of the
8 proposed settlement, preliminary approval is warranted if the settlement falls within a “reasonable
9 range.” (See *North County Contractor’s Assn., Inc. v. Touchstone Ins. Services* (1994) 27 Cal.App.4th
10 1085, 1089-90; Conte & Newberg, *Newberg on Class Actions*, §§ 11.26 (4th ed. 2002).)
11 Reasonableness and fairness are presumed where: (1) the settlement is reached through “arms-length
12 bargaining;” (2) investigation and discovery are “sufficient to allow counsel and the court to act
13 intelligently;” (3) counsel is “experienced in similar litigation. . . .” (*Dunk v. Ford Motor Co.* (1996)
14 48 Cal.App.4th 1794, 1802.) The presumption of fairness is consistent with California’s public policy
15 goal of favoring settlements. (*Stambaugh v. Super. Ct* (1976) 62 Cal.App.3d 231, 236 (“the law wisely
16 favors settlements”); *Cellphone Termination Fee Cases* (2009) 180 Cal.App.4th 1110, 1118 (“public
17 policy generally favors the compromise of complex class action litigation”); *7-Eleven Owners for Fair
18 Franchising v. Southland Corp.* (2000) 85 Cal.App.4th 1135, 1151 (“voluntary conciliation and
19 settlement are the preferred means of dispute resolution ... [t]his is especially true in complex class
20 action litigation”).)

21 Additionally, in reviewing the fairness of a class action settlement, due regard should be given
22 to what is “otherwise a private consensual agreement between the parties.” (*Cellphone Termination
23 Fee Cases* (2010) 186 Cal.App.4th 1380, 1389.) The inquiry “must be limited to the extent necessary
24 to reach a reasoned judgment that the agreement is not the product of fraud or overreaching by, or
25 collusion between, the negotiating parties, and that the settlement, taken as a whole, is fair, reasonable
26 and adequate to all concerned.” (*Id.*)

- 27 1. The Parties Reached the Settlement Through Arm’s-Length Bargaining Led by
28 Experienced Counsel.

1 “[W]hat transpires in settlement negotiations is highly relevant to the assessment of a proposed
2 settlement’s fairness.” (*State v. Levi Strauss & Co.* (1986) 41 Cal.3d 460, 482.) Courts presume the
3 absence of fraud or collusion in the negotiation of a settlement, unless evidence to the contrary is
4 offered; thus, there is a presumption that settlement negotiations are conducted in good faith. (Newberg,
5 § 11.51.)

6 The Parties participated in mediation with the highly respected Steven G. Mehta, Esq. Mediator
7 Mehta managed the Parties’ expectations and provided a useful, neutral analysis of the issues and risks
8 to both sides. (*In re Apple Computer, Inc. Derivative Litig.* No. C 06-4128 JF (HRL), 2008 U.S. Dist.
9 LEXIS 108195 (N.D. Cal. Nov. 5, 2008) (mediator’s participation weighs considerably against any
10 inference of a collusive settlement); *D’Amato v. Deutsche Bank* (2d. Cir. 2001) 236 F.3d 78, 85 (a
11 “mediator’s involvement in pre-certification settlement negotiations helps to ensure that the
12 proceedings were free of collusion and undue pressure.”).) Prior to and during the mediation and
13 settlement discussions, the Parties exchanged information and engaged in a detailed discussion
14 regarding their evaluation of the case and various aspects of the matter. At all times, the Parties’
15 negotiations were at an arm’s length, adversarial, and non-collusive. After reaching an agreement in
16 principle, the Parties drafted and negotiated a long-form settlement which is the subject of the instant
17 motion. Objectively, the Settlement terms are fair, adequate and represent a reasonable compromise of
18 the claims at issue. SOZ Dec., ¶ 25.

19 2. Class Counsel’s Thorough Investigation Provided an Objective Measurement of the
20 Settlement’s Reasonableness.

21 As set forth in greater detail above, Class Counsel conducted a very thorough investigation into
22 the factual and legal issues in dispute. In addition to informal discovery, document review, data
23 analysis and legal research, Class Counsel also researched similar wage and hour actions. Although no
24 two cases are identical, this research provided Class Counsel with a marker to inform settlement
25 discussions and, ultimately, to measure this settlement against. The investigation allowed Class
26 Counsel to realistically assess the value of the claims and intelligently engage defense counsel in
27 settlement discussions that culminated in the proposed settlement now before the Court. SOZ Dec., ¶
28 26.

1 Class Counsel only agreed to enter the Settlement following their thorough investigation and
2 evaluation of Plaintiff's claims. Based on this investigation of the facts, applicable law, and marketplace
3 for similar settlements, and considering the risk of significant delay, uncertainty associated with
4 litigation, and the various defenses asserted by Defendant, Class Counsel firmly believe this Agreement
5 to be in the best interests of the Class Members. Because the Settlement's terms are fair, reasonable,
6 and adequate, the Court should preliminarily approve the Settlement. SOZ Dec., ¶ 27.

7 3. The Settlement Falls Within the Recognized Range of Reasonableness.

8 The Gross Settlement Amount of \$300,000.00 is within the range of reasonableness. To
9 determine whether a settlement is fair and reasonable, the court should "consider enough information
10 about the nature and magnitude of the claims being settled, as well as the impediments to recovery, to
11 make an independent assessment of the reasonableness of the terms to which the parties have agreed."
12 (*Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 133.) In making this determination,
13 the court is "not to try the case" but rather "satisfy itself that the class action settlement is within the
14 'ballpark of reasonableness.'" (*Id.* (emphasis added).) For this analysis, courts do "not require any such
15 explicit statement of value; [they] require[] a record which allows an understanding of the amount that
16 is in controversy and the realistic range of outcomes of the litigation." (*Munoz v. BCI Coca-Cola*
17 *Bottling Co.* (2010) 186 Cal.App.4th 399, 409 (internal citation omitted).) The reasonableness of a
18 settlement is not dependent upon its actual value approaching the potential recovery plaintiffs might
19 have received if they had succeeded at trial.² Indeed, "[t]he determination whether a settlement is
20 reasonable does not involve the use of a 'mathematical equation yielding a particularized sum.'" (*Frank*
21 *v. Eastman Kodak Co.* (W.D.N.Y. 2005) 228 FRD. 174, 186 (quoting *In re Michael Milken and Assoc.*
22 *Sec. Litig.* (S.D.N.Y. 1993) 150 F.R.D. 57, 66).)

23 ² Federal district courts recognize that there is an inherent "range of reasonableness" in determining whether to approve a
24 settlement "which recognizes the uncertainties of law and fact in any particular case and the concomitant risks and costs
25 necessarily inherent in taking any litigation to completion." *Newman v. Stein* (2d. Cir. 2002) 464 F.2d 689, 693; see *In re*
26 *Omnivision Tech, Inc.* (N.D. Cal. 2008) 559 F.Supp.2d 1036; see also *Nat'l Rural Telecomm. Coop. v. Directv. Inc.* (C.D.
27 Cal. 2004) 221 F.R.D. 523, 527 ("well settled law that a proposed settlement may be acceptable even though it amounts to
28 only a fraction of the potential recovery"); *In re Global Crossing Sec. and ERISA Litig.* (S.D.N.Y 2004) 225 F.R.D. 436,
460 ("settlement amount's ratio to the maximum potential recovery need not be the sole, or even dominant, consideration
when assessing settlements fairness"); *In re IKON Office Solutions, Inc Sec Litig.* (E.D. Pa. 2000) 194 F.R.D. 166, 184 ("the
fact that a proposed settlement constitutes a relatively small percentage of the most optimistic estimate does not, in itself,
weigh against the settlement; rather the percentage should be considered in light of strength of the claims"); *Officers for*
Justice v. Civil Serv. Comm. (9th Cir. 1982) 688 F.2d 615, 628 (it is "the complete package, taken as a whole rather than the
individual component parts, that must be examined for overall fairness").

1 **a. The Gross Settlement Amount Meets the Recognized Range of**
2 **Reasonableness.**

3 The Gross Settlement Amount of \$300,000.00 is fair and reasonable considering the nature and
4 magnitude of the claims being settled and the various potential impediments to recovery. Prior to
5 mediation, Class Counsel retained BCG to develop economic damage models measuring Defendant's
6 liability exposure while accounting for the uncertainties of continued litigation. The various models
7 were informed by Class Counsel's investigation, including the analysis of time and payroll data. Class
8 Counsel projected Defendant's liability exposure for *class claims* (excluding PAGA Penalties) at
9 \$576,337.00. Thus, the Gross Settlement Amount of \$300,000.00 represents approximately 52.05% of
10 Defendant's *class-wide* liability exposure for damages as estimated by Class Counsel at the time of
11 mediation. The following summarizes Defendant's estimated exposure. SOZ Dec., ¶ 28.

12 (1) Exposure for Meal Period Violations.

13 Plaintiff alleged that Defendant failed to provide compliant meal periods. Specifically, Plaintiff
14 alleged that as a result of Defendant's unlawful rounding policy and practice of automatically deducting
15 meal periods whether or not they were taken, Plaintiff and Class Members were not provided meal
16 period premiums for meal period violations that occurred during the Class Period. Further, Plaintiff
17 alleged that Plaintiff and Class Members were routinely required to remain on premises, a practice
18 which effectively caused Plaintiff and Class Members to remain on-call and on-duty during their meal
19 periods. SOZ Dec., ¶ 29.

20 Conversely, Defendant argued, among other things, that they did not engage in a practice of
21 automatically deducting meal periods and provided all of their employees with the opportunity to take
22 compliant meal periods. Defendant also argued that they maintained facially compliant meal period
23 policies. Plaintiff estimated Defendant's exposure for this claim at \$242,683.00. SOZ Dec., ¶ 30.

24 (2) Exposure for Failure to Pay for All Hours Worked

25 Plaintiff also alleged that Defendant failed to pay its employees for all hours worked.
26 Specifically, Plaintiff asserted Defendant engaged in an unlawful rounding policy that resulted in Class
27 Members not being compensated for all their time worked. SOZ Dec., ¶ 31.

28 Defendant vigorously denied liability for this claim. Defendant argued, among other things, that

1 all Class Members were properly paid minimum and overtime compensation for all hours worked and
2 any rounding policy was neutral in practice. Plaintiff estimated Defendant's exposure for this claim at
3 \$10,796.00. SOZ Dec., ¶ 32.

4 (3) Exposure for Rest Period Violations

5 Plaintiff also alleged that Defendant failed to provide compliant rest periods. Specifically,
6 Plaintiff alleged that Defendant failed to provide compliant, timely rest breaks to the Class Members
7 by routinely requiring them to remain on premises, a practice which effectively caused Plaintiff and
8 Class Members to remain on-call and on-duty during their meal periods. SOZ Dec., ¶ 33.

9 Defendant denied liability and asserted that they maintained legally compliant rest period
10 policies and practices throughout the Class Period. Defendant aggressively argued that Defendant's
11 policies and culture afforded the Class Members an opportunity to take timely rest breaks, and that to
12 the extent that breaks were not taken, this was done at the election of the employee. Defendant argued,
13 therefore, that under the *Brinker* decision they have no liability for the missed breaks whatsoever.
14 Nevertheless, Plaintiff estimated Defendant's exposure for this claim at \$242,683.00. SOZ Dec., ¶ 34.

15 (4) Exposure for Unreimbursed Business Expenses

16 Plaintiff alleged that Defendant required Class Members to incur personal expenses for the use
17 of their own personal cellular phones. California employers who require employees to incur personal
18 business expenses for work purposes must reimburse the employee for the cost incurred. (*See* Cal. Lab.
19 Code § 2802(a), providing that "[a]n employer shall indemnify his or her employee for all necessary
20 expenditures or losses incurred by the employee in direct consequence of the discharge of his or her
21 duties, or of his or her obedience to the directions of the employer...."). However, Defendant failed to
22 fully reimburse Plaintiff and Class Members for the costs incurred for the use of their personal cellular
23 phones in violation of California Labor Code section 2802. SOZ Dec., ¶ 35.

24 Again, Defendant denied any liability for this claim. Defendant argued that most of its
25 employees did not use cellphones as a part of the performance of their duties and on the rare occasion
26 where employees did incur business expenses for the use of their cellphones, these expenses were fully
27 reimbursed. Plaintiff estimated Defendant's exposure for this claim at \$80,175.00. SOZ Dec., ¶ 36.

28 (5) Exposure for Wage Statement Violations and Waiting Time Penalties

1 Plaintiff alleges that Defendant's alleged violations resulted in derivative violations of Labor
2 Code sections 203 and 226(a). Class Counsel considered the arguable presence of various penalties
3 and weighed the potential recoveries against probable defenses. Specifically, Defendant could argue
4 that Plaintiff could not prove the "willful" prong needed to obtain waiting time penalties under Labor
5 Code section 203. Additionally, Defendant could argue that Plaintiff could not show that Class
6 Members suffered an "injury" because of wage statement violations, as required by Labor Code section
7 226. Defendant could also argue that that meal and rest period violations do not entitle employees like
8 Plaintiff and the Class Members to pursue the derivative waiting time and itemized wage statement
9 penalties. (*Naranjo v. Spectrum Security Services, Inc.* (2023) 88 Cal.App.5th 937). Plaintiff could not
10 give the penalty claims great weight given that they depended on proving the underlying claims, which
11 had their own risks. Plaintiff estimated Defendant's exposure for these claims at \$814,461.00, which is
12 comprised of \$450,461.00 for waiting time penalties and \$364,000.00 for wage statement penalties.
13 SOZ Dec., ¶ 37.

14 (6) Defendant's PAGA Exposure

15 In all, Class Counsel projected Defendant's liability exposure for PAGA claims at \$1,662,500 if
16 successful at trial. SOZ Dec., ¶ 38. The proposed PAGA allocation of the Gross Settlement Amount is
17 fair, just, and reasonable. *Moniz v. Adecco USA, Inc.* (2021) 72 Cal.App.5th 56, 77. Where settlements
18 "negotiate a good faith amount" for PAGA Payment and "there is no indication that this amount was the
19 result of self-interest at the expense of class members," such amounts are generally considered
20 reasonable. *Hopson v. Hanesbrands Inc.*, No. CV-08-0844 EDL, 2009 WL 928133, at *9 (N.D. Cal.
21 Apr. 3, 2009). Courts routinely approve of amounts for PAGA Payment in the range of zero to two
22 percent of the settlement. *See id.* at *1, 9 (approving a PAGA payment of 0.3%); *Jack v. Hartford Fire*
23 *Ins. Co.*, No. 09cv1683 MMA (JMA), 2011 WL 4899942, at *6 (S.D. Cal. Oct. 13, 2011) (approving a
24 PAGA payment of 0.25%); *McKenzie v. Fed. Express Corp.*, No. CV 10-02420 GAF (PLAx), 2012 WL
25 12882124, at *5 (C.D. Cal. Jan. 23, 2012) (acknowledging that courts approve PAGA claim settlements
26 in the range of zero to two percent of the total settlement).

27 Here, the Parties negotiated a good faith payment for PAGA Penalties in the amount of \$10,000
28 which is 3.33% of the Gross Settlement Amount. This amount falls well within the range of approved

1 PAGA Penalties. Seventy-Five percent (75%) of the PAGA Penalties (\$7,500) will be paid to the
2 LWDA ("LWDA Payment") with the remaining twenty-five percent (25%) of the PAGA Penalties
3 (\$2,500) being distributed to the Aggrieved Employees, which is within the range of PAGA Penalties
4 approved by courts and should be approved. SOZ Dec., ¶ 39.

5 Under PAGA, Courts have considerable discretion to reduce the penalty award. In *Fleming v.*
6 *Covidien*, 2011 U.S. Dist. LEXIS 154590 (C.D. Cal. 2011), a federal court reduced PAGA penalties
7 from \$2,800,000 to \$500,000, a reduction of 82.2%, because the court found maximum penalties
8 "unjust" because the employees had suffered no injuries. Some trial courts have actually awarded no
9 civil penalties, even when Labor Code violations are established. See *In re Nordstrom Com. Cases*, 186
10 Cal.App.4th 576, 589 (2010) (affirming an award of \$0 in PAGA penalties in a wage and hour class
11 action); *In re Taco Bell Wage & Hour Actions*, 2016 U.S. Dist. LEXIS 48557, *40-43 (E.D. Cal. Apr.
12 6, 2016) (PAGA penalties denied after trial).

13 In order to recover any PAGA penalties, Plaintiff would be required at trial to prove each of the
14 underlying Labor Code violations. See *Cardenas v. McLane Foodservice, Inc.*, 2011 U.S. Dist. LEXIS
15 13126, *10 (C.D. Cal. 2011) ("Given the statutory language [of PAGA], a plaintiff cannot recover on
16 behalf of individuals whom the plaintiff has not proven suffered a violation of the Labor Code by the
17 defendant."). Here, Plaintiff would need to prove that each Aggrieved Employee suffered a violation for
18 each pay period the employee worked. Again, Defendant raised several defenses that presented serious
19 threats to the claims of the Plaintiff and the Aggrieved Employees. In addition to those arguments
20 discussed *supra*, Defendant also argued that the Court of Appeals decision in *Cacho v. Eurostar, Inc.*
21 (2019) 43 Cal.App.5th 885, weakened Plaintiff's claims, on liability, value, and manageability as to the
22 rest period claims. SOZ Dec., ¶ 40.

23 *Carrington v. Starbucks Corp.* (2018) 30 Cal.App.5th 504, illustrates the risk of PAGA claims.
24 In *Carrington*, while the plaintiff prevailed on her PAGA claim upon trial, the trial court reduced the
25 maximum PAGA penalty amount by 90%, citing the employer's good faith attempt at complying with
26 the law. *Id.* at 517. Upon review, the Court of Appeal found such reduction to be proper. *Id.* at 539.
27 Again, the *Carrington* decision was after Plaintiff actually prevailed at trial, and even then, the PAGA
28 penalties were reduced by 90%.

1 For the aforementioned reasons, the PAGA allocation of the Gross Settlement Amount is fair,
2 just, and reasonable.

3 **b. Inherent Risks of Continued Litigation Support Preliminary Approval.**

4 “It can be difficult to ascertain with precision the likelihood of success at trial. The Court cannot
5 and need not determine the merits of the contested facts and legal issues at this stage, [Citation], and to
6 the extent courts assess this factor, it is to ‘determine whether the decision to settle is a good value for a
7 relatively weak case or a sell-out of an extraordinary strong case.’” (*Misra v. Decision One Mortg. Co.*
8 (C.D. Cal. 2009) 2009 WL 4581276, at *7.)

9 “The Settlement eliminates these and other risks of continued litigation, including the very real
10 risk of no recovery after several years of litigation.” (*In re Nvidia Derivs. Litig.* (N.D. Cal. 2008) 2008
11 WL 5382544, at *3.) Indeed, potential appeals aside, litigating a complex case through trial is
12 inherently perilous regardless of the strengths of merits of the claims:

13 [N]othing is assured when litigating against commercial giants with vast
14 litigative resources, particular in such complex litigation as this, which
15 would strain the cognitive capacities of any jury. Defense judgments were
16 hardly beyond the realm of possibility. Accordingly, this factor weighs in
17 favor of preliminary approval.

18 (*Rebney v. Wells Fargo Bank* (1990) 220 Cal.App.3d 1117, 1140, *opinion modified* (June 18, 1990).)

19 Finally, continuing to litigate this action would require continued and extensive resources
20 coupled with significant Court time to proceed through trial and post-trial motions; which can often
21 take years. Furthermore, wage and hour litigation is complex and expensive, as it often necessitates
22 extensive expert testimony, particularly with regards to damages. But even if Plaintiff is successful at
23 trial, Plaintiff is acutely aware that a judgment does not end the litigation. Plaintiff fully expects that
24 Defendant would appeal any favorable judgment. As demonstrated by *Magadia, supra*, 999 F.3d 668,
25 the risk of an appeal and subsequent reversal is real. SOZ Dec., ¶ 41. “Avoiding such a trial and the
26 subsequent appeals in this complex case strongly militates in favor of settlement rather than further
27 protracted and uncertain litigation.” (*Nat’l Rural Telecomms. Coop v. DirecTV* (C.D. Cal. 2004) 221
28 F.R.D. 523, 527.) Thus, “unless the settlement is clearly inadequate, its acceptance and approval are

1 preferable to lengthy and expensive litigation with uncertain results.” (*Id.* at 526.)

2 In this matter, Class Counsel negotiated a Gross Settlement Amount of \$300,000.00 that is
3 approximately 52.05% of Defendant’s *class-wide* liability exposure for damages, and approximately
4 21.57% of Defendant’s maximum class wide liability exposure for damages and statutory penalties.
5 Given the amount of the settlement here, as compared to potential value of the claims, offset by the
6 various inherent risks to continued litigation, the settlement is fair and reasonable. SOZ Dec., ¶ 42.

7 **B. The Proposed Notice Informs the Class about the Case and Settlement**

8 The Settlement Class is entitled to the best practical notice under the circumstances. (*Kass v.*
9 *Young* (1977) 67 Cal.App.3d 100, 106.) The purpose of the notice is to give class members sufficient
10 information to decide whether they should accept the benefits offered, opt out and pursue their own
11 remedies, or object to the settlement. (*Trotsky v. Los Angeles Fed Savings & Loan Assn.* (1975) 48
12 Cal.App.3d 143, 151-52.) The notice must advise class members “that they may be excluded from the
13 class if they so request and that they will be bound by the judgment, whether favorable or not, if they
14 do not request exclusion.” (*Kass*, 67 Cal.App.3d at 106.) Authorities generally require service of the
15 class notice by mail or similar reliable means. (*Chance v. Super. Ct.* (1962) 58 Cal.2d 275, 290; *Cart*
16 *v. Super. Ct.* (1975) 50 Cal.App.3d 960, 972.)³

17 The Parties jointly drafted the Class Notice which fairly and neutrally informs the Class
18 Members of their rights and remedies. The Settlement Administrator will first verify addresses, then
19 mail the proposed Class Notice to all Class Members. The Notice will include information regarding
20 the nature of the lawsuit, a summary of the substance of the Settlement’s terms, the procedure, and time
21 period within which to requests for exclusions or objections to the Settlement, the date for the final
22 approval hearing, the formula used to calculate settlement payments, and the terms and scope of the
23 Released Class Claims. Agreement at § III(N)(2)(a). The Parties negotiated this method to ensure
24 delivering the most reasonable method of notice to the Class Members while ensuring cost effective
25 administration of the Settlement. SOZ Dec., ¶ 43.

26
27 ³ Due process does not require that each class member actually receive a notice, but rather a procedure reasonably certain to
28 reach class members. Wright, A. Miller & M. Kane, *Federal Practice and Procedure* § 1789, at 253 (2d ed. 1986). If
appropriate notice is given, class members will be bound by the judgment even if they never actually receive the notice.
Fontana v. Elrod (7th Cir. 1987) 826 F.2d 729, 732.

1 Accordingly, both the method of disseminating the Class Notice and content of the Class Notice
2 satisfy due process. (*See* C.R.C. 3.776(e)-(f); *State of Cal. v. Levi Strauss* (1986) 41 Cal.3d 460,485
3 (the class notice must “fairly apprise the class members of the terms of the proposed compromise and
4 of the options open to dissenting class members.”).)

5 **C. The Court Should Preliminarily Approve the Enhancement Award**

6 Enhancement payments “are fairly typical in class action cases.” (*Cellphone Termination Fee*
7 *Cases* (2010) 186 Cal.App.4th 1380, 1393 (affirming incentive awards of \$10,000); *Rodriguez v. West*
8 *Publishing Corp.* (9th Cir. 2009) 563 F.3d 948, 958, *citing* 4 Newberg on Class Actions (4th ed. 2002)
9 § 1 1:38, and Eisenberg & Miller, *Incentive Awards to Class Action Plaintiffs: An Empirical Study*, 53
10 UCLA L. Rev. 1303 (2006).) Enhancement payments “are intended to compensate class representatives
11 for work done on behalf of the class, to make up for financial or reputational risk undertaken in bringing
12 the action, and, sometimes, to recognize their willingness to act as a private attorney general.”
13 (*Rodriguez*, 563 F.3d at 958-59.) “[T]he rationale for making enhancement or incentive awards to
14 named plaintiffs is that they should be compensated for the expense or risk they have incurred in
15 conferring a benefit on other members of the class.” (*Clark v. American Residential Services LLC*
16 (2009) 175 Cal.App.4th 785.)

17 The Settlement provides for an Enhancement Award of \$10,000.00 for Plaintiff. The
18 Enhancement Award is fair and reasonable compensation for the Plaintiff’s efforts bringing the action,
19 assisting Class Counsel with the litigation and settlement, regularly conferring with Class Counsel on
20 the status of her case and the strategies for prosecuting the claims, and reviewing the proposed
21 Settlement to ensure that its terms are fair and provide adequate relief for the Settlement Class. SOZ
22 Dec., ¶ 44.

23 Class Counsel on behalf of Plaintiff will file a formal motion for the negotiated Enhancement
24 Award once preliminary approval of the Settlement is granted. Plaintiff respectfully submits that the
25 above showing is sufficient for preliminary approval of the negotiated Enhancement Award. SOZ Dec.,
26 ¶ 45.

27 **D. The Court Should Preliminarily Approve the Attorneys’ Fees and Attorneys’ Expenses**

28 The purpose of a payment to Class Counsel for Attorneys’ Fees and Attorneys’ Expenses in class

1 action litigation is to reward counsel who took the risk of non-payment and invested in a case that
2 achieved a substantial positive result for the class. California courts routinely award attorneys' fees
3 equaling one-third or more of the potential value of the common fund, the amount requested under this
4 settlement. (*See Chavez v. Netflix, Inc.* (2008) 162 Cal.App.4th 43, 66 n.11 ("Empirical studies show
5 that regardless whether the percentage method or the lodestar method is used, fee awards in class
6 actions average around one-third of the recovery."); Theodore Eisenberg & Geoffrey P. Miller,
7 *Attorney Fees in Class Action Settlements: An Empirical Study*, *J. of Empirical Legal Studies*, Vol. 1,
8 Issue 1, 27-78, March 2004, at 35 (independent studies of class action litigation nationwide have come
9 to a similar conclusion that a one-third fee is consistent with market rates).)

10 Class Counsel took this matter on a contingency fee basis and invested significant time and
11 expense successfully prosecuting Plaintiff's claims. As discussed *supra*, the estimated average
12 Individual Settlement Payment illustrates the demonstrably positive outcome for the Settlement Class
13 Members. Considering the positive outcome for the Class Members, and in light of the supporting
14 authority, the proposed Attorneys' Fees and Attorneys' Expenses payment is fair and reasonable. SOZ
15 Dec., ¶ 46.

16 Plaintiff will file a formal motion for the negotiated Attorneys' Fees and Attorneys' Expenses
17 once preliminary approval of the Settlement is granted. Plaintiff respectfully submits that the above
18 showing is sufficient for preliminary approval of the negotiated attorneys' fees. SOZ Dec., ¶ 47.

19 **E. Provisional Certification for Settlement Purposes is Appropriate**

20 For Settlement, Plaintiff contends, and Defendant does not dispute for settlement purposes only,
21 that provisional certification of the Class is appropriate. SOZ Dec., ¶ 48.

22 1. The Standard for Class Certification

23 Class actions are statutorily authorized "when the question is one of common or general interest,
24 of many persons, or when the parties are numerous, and it is impracticable to bring them all before the
25 court" (*Cal.Civ.Proc. Code* § 382; *Lee v. Dynamex, Inc.* (2008) 166 Cal.App.4th 1325, 1332.) Class
26 certification is appropriate when there is an "ascertainable class and a well-defined community of
27 interest among class members." (*Sav-On Drug Stores, Inc.* (2014) 34 Cal.4th 319, 326.) Class treatment
28 is appropriate even if class members at some point may be required to make an individual showing as

1 to eligibility for recovery. (*Bufile v. Dollar Financial Group, Inc.* (2008) 162 Cal.App.4th 1193, 1207;
2 *Sav-On*, 34 Cal.4th at 333.)

3 2. The Proposed Settlement Class is Ascertainable and there is a Well-Defined Community
4 of Interest Among the Settlement Class Members.

5 Whether a class is “ascertainable” within the meaning of Code of Civil Procedure section 382 is
6 “determined by examining (1) the class definition, (2) the size of the class, and (3) the means available
7 for identifying class members.” (*Lee*, 166 Cal.App.4th at 1334.) Class members are ascertainable
8 where they may be readily identified without unreasonable expense or time by reference to official
9 records. (*Id.*)

10 The community of interest requirement embodies three factors: (1) predominant common
11 questions of law or fact; (2) a class representative with claims or defenses typical of the class; and (3)
12 a class representative and counsel who can adequately represent the class. (*Cal. Civ. Proc. Code* § 382.)

13 In April 2012, the Supreme Court expounded on the element of predominance: The “ultimate
14 question” the element of predominance presents is whether “the issues which may be jointly tried, when
15 compared with those requiring separate adjudication, are so numerous or substantial that the
16 maintenance of a class action would be advantageous to the judicial process and to the litigants.”
17 (*Brinker*, 53 Cal. 4th at 1021-1022 (citations omitted).)

18 Because all Class Members are Defendant’s current and former employees, the class is readily
19 ascertainable from Defendant’s regular business records, i.e., payroll records. SOZ Dec., ¶ 49.

20 The statutes relating to each of Plaintiff’s claims apply with equal force and effect to the entire
21 Settlement Class. Factually, Defendant’s policies and practices apply class-wide and Defendant’s
22 liability can be determined by facts common to all members of the class. The wage and hour issues are
23 both numerous and substantial, and a class action is the most advantageous method of dealing with the
24 claims of the Settlement Class. SOZ Dec., ¶ 50.

25 Plaintiff’s wage and hour claims are typical of the proposed Settlement Class because they arise
26 from the same factual basis and are based on the same legal theories applicable to the other Class
27 Members. Likewise, Plaintiff’s interests are entirely coextensive with the interests of the Settlement
28 Class. Plaintiff alleges that she was injured by the same company-wide practices to which the proposed

1 Class Members were subject to and seek the same relief. Plaintiff has already demonstrated her ability
2 to advocate for the interests of the Class Member by initiating this litigation, undertaking extensive
3 class discovery, and evaluating the proposed settlement to assure that it is fair. SOZ Dec., ¶ 51.

4 Additionally, Plaintiff is represented by competent Class Counsel who have extensive experience
5 in litigating wage and hour class action cases. Class Counsel successfully briefed, argued, certified, and
6 gained state court settlement approval of the same class-wide causes of action that are at issue in this
7 case. Class Counsel's wage and hour class action experience establishes that they are well qualified to
8 represent the interests of this Class. SOZ Dec., ¶¶ 52, 54, Declaration of Jean-Claude Lapuyade, Esq.,
9 ¶¶ 1-11.

10 A class action is superior to a multitude of individual lawsuits. Given the size and amount of
11 each individual claim, the Class Members likely have little incentive to litigate their claims on an
12 individual basis because the out-of-pocket expense and personal commitment necessary to litigate each
13 claim outweighs any potential recovery. In sum, class treatment is superior to individual, case-by-case
14 adjudication. SOZ Dec., ¶ 53.

15 IV. CONCLUSION

16 The Parties have negotiated a fair and reasonable settlement of claims. Having appropriately
17 presented the materials and information necessary for preliminary approval, the Parties request that
18 the Court preliminarily approve the settlement.

19
20 Dated: May 22, 2024

ZAKAY LAW GROUP, APLC

21 By: 

22 Shani O. Zakay, Esq.

23 Attorney for Plaintiff
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