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18 SUPERIOR COURT OF THE STATE OF CALIFORNIA
19 COUNTY OF ORANGE

20 RAYMOND STODDARD and
21 SANTIAGO MEDINA etc.,

22 Plaintiffs,

23 vs.

24 EQUILON ENTERPRISES, LLC, et
25 al.,

26 Defendants.

Case No. 30-2010-00395208-CU-0E-CXC

Hon. William Claster
Department CX 102

CLASS ACTION

**PLAINTIFF'S SUPPLEMENTAL
MEMORANDUM OF POINTS AND
AUTHORITIES IN SUPPORT OF
MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT**

**[Filed Concurrently with Notice of
Motion, Declarations of Rees and
Medina and Plaintiffs' [Proposed]
Preliminary Approval Order]**

Date: July 31, 2020
Time: 9:00 a.m.
Dept: CX 104
Complaint Filed: August 2, 2010
Trial Date: None Set

Reservation No. 73219881

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1 **I. INTRODUCTION.**

2 Plaintiff Santiago Medina (“Medina”) submits this supplemental
3 memorandum in support of his motion for preliminary approval of a settlement
4 reached with Defendant R&M Pacific Rim, Inc. (“R&M”).

5 On March 13, 2020, this Court issued its Minute Order with comments on
6 the settlement and continued the hearing on the motion for preliminary
7 approval.

8 Following receipt of the Court’s comments, Medina and R&M have
9 substantially amended their settlement agreement resulting also in
10 amendments of the parties proposed Class Notice and [Proposed] Preliminary
11 Approval Order. Because of the number of changes made to the settlement
12 agreement, the parties have now executed an Amended and Restated Settlement
13 Agreement so that all of the terms of the parties’ settlement would be contained
14 in a single document.

15 Accompanying this supplemental memorandum is a supplemental
16 declaration by Samuel T. Rees. That declaration attaches as exhibits, among
17 other documents, both the amended settlement documents referenced above and
18 redlines showing the changes made to the original settlement documents.

19 One of the primary purposes of this supplemental memorandum is to list
20 the Court’s March 13 comments and discuss how the amended documents will
21 hopefully satisfy this Court’s concerns.

22 **II. COMMENTS CONCERNING THE SETTLEMENT.**

23 1. Paragraph 5 of the Agreement defines the “Class Counsel
24 Award” as (1) fees of 1/3 the gross settlement amount and (2)
25 actual litigation costs incurred. But ¶ 74 says class counsel
26 agrees “not to seek an award of attorneys’ fees, costs, and
27 expenses . . . in excess of one third” of the GSA. These terms
28 conflict. The “Class Counsel Award” contemplates fees of 1/3 plus
costs, while ¶ 74 says counsel will seek 1/3 of the GSA to cover
both fees and costs. Which amount does counsel intend to seek?
Please amend the Agreement so that it is consistent.

1 The intention of the parties was that the 1/3rd limitation apply only to fees
2 sought by Class Counsel and not to costs and expenses. This conflict in the prior
3 settlement agreement has now been resolved by clarification. See Paragraphs 4
4 and 73 of the Amended and Restated Settlement Agreement.

5 2. Paragraph 126(B) of the Agreement provides that the Court will set
6 the amount of Plaintiff's incentive. While this is true, in order for the
7 Court to evaluate the fairness of the proposed settlement and ensure there
8 are no conflicts of interest between Plaintiff and the class he seeks to
9 represent, the Court must know what amount Plaintiff intends to seek as
10 an incentive. This amount also is needed for inclusion in the notice to the
11 class.

12 Medina intends to seek a Service Award in the amount of \$5,000. This has
13 been clarified in Paragraphs 25, 54 and 72 of the Amended and Restated
14 Settlement Agreement and the amount is now disclosed in Paragraph 1.b. of the
15 Class Notice. R&M will not oppose this Medina's request for this Service Award
16 in this amount but the amount of the Service Award remains solely at the
17 discretion of this Court.

18 3. The Court has serious concerns about the claims-made
19 nature of the proposed settlement. The parties have agreed that
20 a portion of the settlement funds are considered wages due and
21 owing to class members, i.e., that the settlement funds are class
22 members' property. Nevertheless, the Agreement would require
23 class members to affirmatively ask for wages owed. The Court
24 understands the parties' concern about stale addresses, but stale
25 addresses are a factor in any class settlement that provides
26 retroactive relief. The Court also understands R&M's concerns
27 about false social security numbers, but it notes that those
28 concerns were equally valid when R&M was issuing paychecks to
those same class members. It seems incongruous to raise them
now. The Court is of the opinion that this settlement should be
structured on an opt-out basis. As things now stand, the parties
have not provided an adequate basis for deviating from this
practice that is standard in wage and hour class actions.

29 The parties have modified their settlement to eliminate any requirement
30 that a claim be made by Settlement Class Members in order to be entitled to
31 payment of the Individual Settlement Amount. All references to a claim
32 requirement have been eliminated in both the Amended and Restated
33 Settlement Agreement and the Class Notice and the Class Notice makes it clear

1 that Settlement Class Members will be entitled to their Individual Settlement
2 Payment as long as they do not “opt-out” of the settlement and the Court
3 approves the settlement.

4 As to the potential for false social security numbers, the Settlement
5 Administrator will e-verify the information provided by R&M. If the social
6 security number cannot be verified, the Class Information Sheet to that
7 Settlement Class Member will not include the social security number but
8 Paragraph 9 of the Class Notice informs that Settlement Class Member that he
9 needs to provide a verifiable social security number to avoid back-up
10 withholding.

11 4. Paragraph 112 of the Agreement provides that only
12 individual objections will be permitted, not group objections.
13 What is the reason for this prohibition? The Court is of the
14 opinion that such a prohibition is unnecessary.

15 The Amended and Restated Settlement Agreement and the Class Notice
16 now provide that group objections are allowed. See Paragraphs 107 through 113
17 of the Amended and Restated Settlement Agreement and Paragraph 11 of the
18 Class Notice. Pursuant to Paragraph 103 of the Amended and Restated
19 Settlement Agreement, a Request for Exclusion shall supersede any objection.

20 5. Paragraph 108 of the Agreement gives R&M the ability to
21 cancel the entire settlement if five misclassification subclass
22 members opt out. Doesn't this create a conflict between the
23 misclassification subclass and the rest break subclass, in that
24 only five misclassification subclass members can cancel payments
25 to hundreds of rest break subclass members?

26 There are 37 employees who are members of the Misclassification Subclass
27 and 412 employees who are only members of the Break Subclass. 28 of the 37
28 employees are members of both Subclasses.

R&M bargained for the right to void the settlement if a sufficient number
of Settlement Class Members opt-out of the settlement such that further claims
and the costs of defending against same make the settlement disadvantageous.

1 Because the Misclassification Subclass exclusively share in 74% of the
2 Remaining Settlement Amount, it was believed that limiting the employees who
3 might jeopardize the settlement to a sufficient number of Misclassification
4 Subclass members provided the best protection for all Settlement Class
5 Members.

6 Nevertheless and in order to avoid any conflict, the parties have modified
7 Paragraph 106 of the Amended and Restated Settlement Amount to provide that
8 R&M's right to void the settlement is only triggered if the "estimated" Individual
9 Settlement Payments of those members requesting exclusion from the
10 settlement equals or exceeds ten percent (10%) of the Total Settlement Amount.
11 The "estimated" Individual Settlement Payments will assume an award of fees of
12 1/3rd of the Total Settlement Amount, attorneys' costs and expenses of \$15,000, a
13 \$5,000 Service Award and \$15,000 in administrative expenses or a combined
14 total of \$316,667.

15 6. Because the settlement payments are considered, at least
16 in part, to be wages owed, uncashed checks should not be
17 redistributed to class members and then to a cy pres recipient.
18 Instead, unclaimed funds should be redirected to the State
19 Controller's Unclaimed Property Fund in the employee's name.

20 The Amended and Restated Settlement Agreement now provides in
21 Paragraph 122 that unclaimed funds will be "deposited into the California State
22 Controller Unclaimed Property fund, with the identity of the Participating Class
23 Member to whom the funds belong, to be held for that Settlement Class Member
24 in accordance with the California Unclaimed Property Law. The money paid to
25 the California State Controller Unclaimed Property will remain the Settlement
26 Class Member's property." See also the Class Notice at Paragraph 2.f.

27 7. Counsel states that in advance of mediation, R&M provided
28 "certain information, including information [counsel] needed to
 make damage calculations." (Rees Decl., ¶ 11.) Please state with
 specificity exactly what information was provided. Did counsel
 receive copies of all relevant policies? Did counsel receive pay
 and time data for class members? If so, did counsel receive all
 pay and time data, or only a sample? If a sample, how large a

1 sample? What steps did the parties take to ensure any sample
was properly representative and randomized?

2 On October 1, 2018, Class Counsel sent an email to R&M's counsel with a
3 listing of information Class Counsel needed to prepare for the mediation
4 scheduled for January 3, 2019. On December 27, 2018, R&M's counsel sent
5 Class Counsel a detailed letter setting forth much of the requested information.
6 Because the response was provided for the mediation, Class Counsel believes
7 that the mediation privilege prohibits Class Counsel from either providing the
8 Court with this letter or the contents thereof.

9 At the mediation, Class Counsel was provided with additional factual
10 information. Again and because of the mediation privilege, Class Counsel
11 believes that he is precluded from providing the Court with this additional
12 information.

13 Notwithstanding the foregoing, Class Counsel understands that basing a
14 settlement on totally unverified information threatens the viability of the
15 settlement. As a result and as part of the drafting process, Class Counsel
16 negotiated for and received specific written factual representations of fact from
17 R&M which representations are contained in Paragraph 59 of the Amended and
18 Restated Settlement Agreement. The representations of fact are now also
19 repeated in Enclosure D to the Class Notice in discussed in Paragraph 3 thereof.
20 These are the material facts on which the settlement is based.

21 The representations of fact made by R&M have been partially verified by
22 Class Counsel. During the course of the Wales Action, substantial discovery was
23 taken. This discovery included detailed depositions of Medina and former
24 plaintiff Raymond Stoddard along with numerous other Equilon service station
25 managers managing similar MSO stations, detailed depositions of two of R&M's
26 senior officers and depositions of several Equilon employees responsible for
27 overseeing MSO stations, including the R&M stations. This discovery also
28 included the production of thousands of pages of documents by Equilon. Class

1 Counsel also interviewed numerous MSO station managers including Stoddard
2 and Medina.

3 The representations of fact made by R&M have also been carefully
4 reviewed by Medina and found to be true as to him.

5 Finally, each of the representations of fact made by R&M will also
6 necessarily be “verified” by each of the Settlement Class Members in deciding
7 whether or not to request to be excluded from the settlement.

8 Misclassification Subclass Members or managers will know what their
9 annual salary was during the Class period, the dates they were declared to be
10 exempt and the dates that status changed to hourly.

11 Break Subclass members or cashiers will know what their dates of
12 employment as an hourly employee and their gross wages during the Class
13 Period. They will know whether or not they received payment in 2008 for their
14 missed meal breaks and will be able to estimate their missed rest breaks during
15 the Class Period.

16 All Settlement Class Members will be given the opportunity to correct any
17 erroneous information contained in their Information Sheet, which is Enclosure
18 A to the Class Notice.

19 Because all Settlement Class Members were classified as non-exempt
20 hourly employees by September 1, 2008, all will be able to verify that following
21 September 1, 2008, they were no longer subject to meal and rest break claims or
22 overtime claims, were entitled to receive off-duty meal breaks if they worked
23 with one other person or were paid for their on-duty meal breaks when they
24 worked alone and had signed an On-Duty Meal Agreement and were provided
25 with overtime pay based upon their time records. In addition, they will also be
26 able to verify that after September 1, 2008, they either received their rest breaks
27 or compensating premium pay.

28

1 Because the representations of fact made by R&M are already partially
2 verified and may be further verified by Settlement Class Members and because
3 those representations of fact are specifically included in both the Amended and
4 Restated Settlement Agreement and repeated in the Class Notice, Class Counsel
5 did not see the need for verifying that information by way of formal discovery
6 from R&M.

7 In answer to specific questions by the Court, Class Counsel had secured
8 through discovery in the Wales Action the meal and rest break policies of R&M
9 prior to September 1, 2008. The R&M representations of facts show that those
10 policies were changed by September 1, 2008, which is consistent with what Class
11 Counsel understood at the mediation. Payroll records were not secured but
12 appear unnecessary in light of the R&M representations of fact. Managers and
13 cashiers were treated alike for pay purposes during the Class Period. The actual
14 payroll data will be provided in the Class Information Sheet which is Enclosure
15 A to the Class Notice and verifiable by the Settlement Class Member from their
16 own records.

17 8. Counsel states that a damages model was prepared to
18 value the case. In order for the Court to evaluate the fairness of
19 the proposed settlement, counsel must explain both the
20 maximum expected recovery and the realistic expected recovery
as to all claims, taking into account any discounts for R&M's
expected defenses.

21 Class Counsel's damage calculations prepared prior to the mediation
22 turned out to be greatly exaggerated because by September 1, 2008, R&M had
23 reclassified all employees as non-exempt hourly employees, paid missed meal
24 break compensation for the Class Period and changed its meal and rest break
25 policies to comply with the law. As a result, those calculations required
26 adjustment at the mediation.

27 As to the Misclassification Subclass comprised of managers at the 27
28 stations, Class Counsel has calculated their maximum expected recovery for the

1 Class Period to be \$1,999,914, including interest at 10% per annum on unpaid
2 wages. This was calculated using the overtime and salary information provided
3 by both Medina and Stoddard by declaration and deposition testimony and
4 interviews but it was also verified based upon the experience of other MSO
5 service station managers by interview, declarations and deposition testimony.

6 Assuming that a manager was so employed by R&M throughout the Class
7 Period at the same salary paid to Medina and Stoddard and worked the same
8 amount of unpaid overtime, that manger's misclassification claim would be
9 \$74,071, including interest at 10% per annum on unpaid wages. Since R&M had
10 27 stations each with its own manager, multiplying the individual manager's
11 overtime claim by 27 yields the total class claim for misclassification.

12 As to the Break Subclass comprised of cashiers at the 27 stations, Class
13 Counsel has calculated their maximum expected recovery for the Class Period
14 for missed rest breaks to be \$704,677, including interest at 10% per annum on
15 unpaid wages. This was calculated using a minimum wage and assuming only 1
16 cashier was on duty during the second and graveyard shifts each day and only 1
17 cashier was on duty during the first shift on Sunday. As a result, there were 15
18 missed rest breaks each week during the Class Period for all 27 stations.

19 Assuming that a cashier was employed on a 40 hour work week as a
20 graveyard cashier by R&M throughout the Class Period at minimum hourly
21 wage and assuming that he/she was not paid for 5 missed rest breaks each week,
22 that cashier's rest break claim would be \$74,071, including interest at 10% per
23 annum on unpaid wages.

24 Also as to the Break Subclass, Class Counsel determined that as to the
25 cashiers at the 27 stations during the Class Period, the maximum expected
26 recovery for their continuing meal break claim was likely to be *deminimus*
27 because in 2008, R&M had undergone a California Department of Labor audit
28 and had caused R&M to pay those cashiers compensation for missed rest breaks.

1 As to the entire Settlement Class Period, Class Counsel was of the view
2 that any penalty claims such as those for improper wage statements for the
3 Class Period likely would have been time-barred because this Action was not
4 commenced until 2010 and penalties are not recoverable on UCL claims.

5 While there may have been unpled waiting time damages for employees
6 who left R&M's employment during the Class Period, those damages would have
7 been relatively small after all wages were recovered.

8 As a result of the foregoing calculations, the maximum expected recovery
9 for the entire Settlement Class Members would be approximately \$2.7 million.

10 9. Paragraph 60 of the Agreement recites a number of facts
11 expected to be relevant to R&M's anticipated defenses. But
12 neither Plaintiff nor counsel took steps to verify those recitals;
13 rather, the Agreement expressly disclaims any attempt to do so.
(¶ 61.) Doesn't class counsel have a duty to the class to verify
these recitals?

14 Paragraph 60 of the original Settlement Agreement and now Paragraph 59
15 of the Amended and Restated Settlement Agreement are not mere recitals of
16 facts accepted by the parties as true. **They are material representations of**
17 **fact** made by R&M to induce Medina and all Settlement Class Members to
18 accept the settlement and not request to be excluded therefrom. Moreover and
19 as noted above, those material representations have been partially verified and
20 will be further verified based upon the personal knowledge of each Settlement
21 Class Member.

22 10. Class counsel will be the Bleau Fox firm, including Mr.
23 Rees. Please provide additional information about Messrs. Bleau,
24 Fox, and Rees's qualifications to serve as class counsel, in
particular, any cases in which they have been appointed class
counsel by a court.

25 The qualifications of Bleau Fox and Mr. Rees are contained in Paragraphs
26 22 through 30 of Mr. Rees prior declaration which also attaches Mr. Rees'
27 resume. In addition, further facts are provided in Mr. Rees' supplemental
28 declaration filed herewith.

1 This Action is the fourth in a series of six related class actions filed against
2 Equilon, its successor and certain of its MSO operators. The first in the series
3 was the Wales Action commenced in the Los Angeles Superior Court in May
4 2005.

5 Two motions for class certification were filed in the Wales Action. In the
6 second of those two motions, the Court granted certification to a partial class
7 consisting of managers employed directly by Equilon. In granting this
8 certification in February, 2011, the Court appointed Bleau Fox as Class Counsel.
9 A copy of this certification order is attached to the supplemental Rees
10 declaration. Bleau Fox's appointment was supported by Thomas Bleau's
11 declaration, a copy of which is also attached to the supplemental Rees
12 declaration.

13 Thereafter, a settlement was achieved in the Wales action as to the
14 certified class. The Court in its Preliminary Approval Order again appointed
15 Bleau Fox as Class Counsel. A copy of that Preliminary Approval Order is also
16 attached to the supplemental Rees declaration. That settlement was finally
17 approved and resulted in a final judgment. The services of Bleau Fox as Class
18 Counsel in the Wales Action were never the subject of any criticism.

19 Mr. Rees has continuously served as Class Counsel in all six related action
20 and Bleau Fox has served as Class Counsel since Mr. Rees joined that firm as
21 "Of Counsel." This experience makes Bleau Fox and Mr. Rees particularly
22 appropriate as Class Counsel in this Action.

23 11. Insofar as the Bleau Fox firm itself will be appointed class
24 counsel, are there other attorneys at the firm who will be
25 considered class counsel, apart from Messrs. Bleau, Fox, and
Rees? If so, their qualifications must be provided to the Court.

26 It is anticipated that virtually all services as Class Counsel will be
27 performed personally by Mr. Rees. Messrs. Bleau and Fox, the two principals of
28

1 the firm, will assist and supervise Mr. Rees as necessary as both are eminently
2 qualified to serve as Class Counsel.

3 12. What of the Lichten & Liss-Riordan firm? The notice of
4 association on file says that Lichten & Liss-Riordan is involved
5 “for all matters involving” Equilon. (ROA 294). While this
6 particular settlement doesn’t involve Equilon, the overall matter
7 still does.

8 The Lichten & Liss-Riordan firm was associated in this Action because of
9 the extensive experience of Shannon Liss-Riordan in wage and hour cases
10 alleging a joint employer relationship. Ms. Liss-Riordan and her firm were
11 associated solely in connection with claims against Equilon; has had no
12 involvement in the settlement of claims against R&M and will not be seeking
13 compensation from this settlement. See accompanying declaration from Ms.
14 Liss-Riordan.

15 13. The class’s released claims include not only claims that
16 were alleged in the SAC or could have been alleged based on the
17 facts alleged therein, but claims “that arose during the Class
18 Period and from or are reasonably based on or related to R&M’s
19 alleged” misconduct. (¶ 35.) This means the class release is not
20 limited to overtime and rest break claims, but also to claims
21 “reasonably relating to claims asserted or alleged,” expressly
22 including (1) meal breaks, (2) waiting time, (3) wage statements,
23 and (4) the UCL. While meal breaks and the UCL claim are
24 mentioned in the SAC, waiting time and wage statement claims
25 are not. The release must be limited only to claims alleged in the
26 SAC. As to those claims, counsel’s valuation analysis (see item 8
27 above) must include valuations of every specifically identified
28 claim that will be released by the class.

29 In light of the Court’s comments, the releases to be provided by the
30 Settlement Class Members (but not Medina) have been revised and are
31 contained in Paragraph 33 of the Amended and Restated Settlement Agreement
32 and re-printed in Paragraph 7 of the Class Notice. However, the releases do
33 include claims that could have been alleged in the SAC based on the facts
34 alleged therein. This is appropriate and not unusual based upon the liberality of
35 amendments and common practice. See *Villacres v. ABM Industries, Inc.* (2010)

1 189 Cal.App.4th 562, 586. R&M simply does not want to have suits brought by
2 Settlement Class Members in the future.

3 Note that the Break Subclass has now been revised to include both meal
4 and rest break compensation, although the meal break compensation paid in
5 2008 likely eliminated those claims anyway. Penalties governed by the 1 year
6 statute of limitations would have been time-barred for the Class Period since the
7 Action was commenced in August 2010.

8 14. Paragraph 121 includes a § 1542 waiver on behalf of the
9 class. The Court will not approve a classwide § 1542 waiver.

10 The Section 1542 waiver has been eliminated for the Settlement Class
11 Members except Medina.

12 15. Please provide the qualifications of the chosen
13 administrator, Phoenix Settlement Administrators.

14 Please see the declaration filed herewith from Phoenix Settlement
15 Administrators.

16 16. At final approval, please submit billing records for
17 attorney's fees and costs. The Court will not be inclined to award
18 an amount of fees and costs greater than the amount sought in
the notice.

19 Class Counsel will provide the Court with hourly billing records and a
20 breakdown of costs and expenses with its motion for Class Counsel Award.

21 17. At final approval, please submit billing records for
22 administrative costs. The Court will not be inclined to award
23 administrative costs in an amount greater than the amount
stated in the notice.

24 Costs incurred to date will be submitted although the Settlement
25 Administrators duties continue beyond the date of the Final Approval Hearing
26 in order to disburse settlement funds.

27 18. At final approval, Plaintiff is to provide declarations
28 addressing the enhancement factors set forth in Golba v. Dick's
Sporting Goods, Inc. (2015) 238 Cal.App.4th 1251 and Clark v.

1 Am. Residential Servs. LLC (2009) 175 Cal.App.4th 785,
2 including the amount of time and effort spent on the litigation. In
3 addition, the Administrator is to provide a high and low for
4 individual settlement payments, along with Plaintiff's net
5 individual payout.

6 These both will be accomplished as requested.

7 **III. COMMENTS CONCERNING THE NOTICE.**

8 1. Include an opt-out form and a dispute form.

9 Both are now included as Enclosures B and C to the Class Notice.

10 2. In addition to the Court's address, the notice should include
11 information about how to access the case file online for those who
12 do not wish to visit the Court in person.

13 This information is now included on Page 3 of the Class Notice as well as
14 what to insert to get to the Register of Actions.

15 3. Is notice required in any language other than English?

16 This is not necessary. Equilon required that station employees be fluent in
17 English. See Paragraph 59.H. of the Amended and Restated Settlement
18 Agreement.

19 4. If any changes are made to the settlement agreement,
20 please make corresponding changes to the notice.

21 Every effort has been made to insure that the Class Notice is consistent
22 with the Amended and Restated Settlement Agreement.

23 5. The font size in the actual notice may not be smaller
24 than the font size in the proposed notice provided to the Court.

25 The Amended and Restated Settlement Agreement provides in Paragraph
26 6 that the Class Notice be printed in using Times New Roman 12 point typeface,
27 which is identical to revised Class Notice filed herewith.

28 **IV. CONCLUSION.**

Medina and Class Counsel respectfully request that this Court grant
preliminary approval of this Settlement and sign and enter the Preliminary

1 Approval Order after setting the Final Approval Hearing date and completing
2 Paragraph 9 thereof.

3 Medina and Class Counsel are hopeful that this supplemental
4 memorandum and concurrently filed declarations satisfies the Court's concern
5 and are grateful for the time this Court has spent reviewing the settlement
6 documents.

7 Dated: July 21, 2020

8 BLEAU FOX
9 A Professional Law Corporation

10 By: /s/ Samuel T. Rees
11 SAMUEL T. REES

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PROOF OF SERVICE

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is 580 West Empire Avenue, Burbank, California 91504.

On July 21, 2020, I served the foregoing document(s) described as **PLAINTIFF'S SUPPLEMENTAL MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT OF MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT** on the interested parties to this action who are listed on the attached Service List by electronically serving those persons at the electronic addresses noted therein.

STATE: I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

FEDERAL: I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct of my own personal knowledge, and that I am employed in the office of a member of the Bar of this Court at whose discretion this service was made.

Executed on July 21, 2020, at Burbank, California.

/s/ Nathan Childress

Nathan Childress

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