UNITED STATES DISTRICT COURT

CENTRAL DISTRICT OF CALIFORNIA

KYANA RAMPLEY, individually and on behalf of all employees similarly situated,

Plaintiff,

v.

BEAR VALLEY COMMUNITY HEALTHCARE DISTRICT, and DOES 1 through 10, inclusive,

Defendants.

Case No. 5:21-cv-01270-SPG-SHK

ORDER GRANTING CLASS ACTION SETTLEMENT [ECF No. 35]

Before the Court is Plaintiff Kyana Rampley's ("Plaintiff") Motion for Preliminary Approval of Class Action Settlement and Setting of Final Approval Hearing ("Motion"). (ECF No. 35 ("Mot.")). Having considered Plaintiff's submissions, the relevant law, and the record in this case, the Court GRANTS the Motion.

I. BACKGROUND

A. Factual Background

The proposed Settlement arises out of the following allegations contained in the First Amended Complaint ("FAC"):

From October 2017 through March 2021, Plaintiff was employed by Bear Valley Community Healthcare District ("Defendant") in a non-exempt hourly position as a phlebotomist at Bear Valley Community Hospital in Big Bear Lake, California. (ECF No. 31 ¶ 7 ("FAC")). Each member of the Plaintiff Class is also a current and/or former similarly situated person employed by Defendant from July 29, 2018, to date ("Relevant Time Period") as a non-exempt employee. *See* (*id.* ¶¶ 2, 8).

During all, or portion of the Relevant Time Period, Defendant exercised control over the manner of Plaintiff's and the Plaintiff Class' employment by specifying the hours Plaintiff and the Plaintiff Class were permitted to work, and determining whether or not minimum and overtime wages would be paid. (*Id.* ¶ 15). Throughout Plaintiff's employment, Plaintiff was paid on an hourly basis and entitled to minimum wage, certain non-discretionary bonuses, overtime pay, and shift differentials. (*Id.* ¶ 16). However, during the Relevant Time Period, Defendant suffered and permitted Plaintiff and the Plaintiff Class to work more than forty (40) hours per work week. (*Id.* ¶ 18). Thus, Plaintiff and the Plaintiff class should have been compensated not simply at the regular rate of pay, but at one and one-half times pay. (*Id.*). However, Defendant failed to accurately calculate the non-discretionary bonuses and other shift differential pay into the regular rate of pay for Plaintiff's and Plaintiff Class' overtime compensation. (*Id.* ¶ 19). Defendant's failure to do so has resulted in an underpayment of overtime compensation to Plaintiff and the Plaintiff Class during the Relevant Time Period. (*Id.*).

The FAC alleges that Defendant has a uniform policy and practice of failing to properly pay Plaintiff and Plaintiff Class one and one-half times their regular rate in violation of California's Fair Labor Standards Act ("FLSA") and the California Labor Code ("Labor Code"). *See* (*id.* ¶ 23). The FAC also alleges that Defendant was aware of Plaintiff's and the Plaintiff Class' actual renumeration and form of compensation earned each pay period based on the wage statements provided by Defendant. (*Id.* ¶ 24). Thus, the FAC alleges that Defendant willfully violated the FLSA and Labor Code by failing to compensate Plaintiff and the Plaintiff Class both at the appropriate overtime rate specified

by the FLSA and the Labor Code for all hours worked in excess of forty (40) hours per week. (*Id.*). In Addition, the FAC alleges that Defendant failed to properly compensate Plaintiff and the Plaintiff Class for time spent under Defendant's control when Defendant required Plaintiff and the Plaintiff Class to remain on-call without legally required compensation. (*Id.* ¶ 25). As such, Plaintiff and the Plaintiff Class were not properly paid for all wages, including minimum wages and overtime wages, as required by the Labor Code. (*Id.*).

B. Procedural History

1. Parties' Discovery Efforts and Mediation

On July 29, 2021, Plaintiff filed the original complaint in this action. (ECF No. 1). Pursuant to Labor Code Section 2699.3(a), Plaintiff gave notice by online submission to the California's Labor and Workforce Development Agency ("LWDA") and by certified mail to Defendant of the specific provisions to the Labor Code that Defendant allegedly violated. (ECF No. 35-2 § 2.2 ("Settlement")). The parties then engaged in formal and informal discovery. (*Id.* § 2.3). Through discovery, Plaintiff obtained documents, testimony, and information, including but not limited to: (1) Plaintiff's personnel file and time and payroll records; (2) a 33.33% classwide sampling of time and payroll records; (3) Defendant's employee handbooks and policy documents in effect; (4) exemplars of Defendant's wage statements provided to employees; and (5) various data points regarding the non-exempt employees, including, but not limited to, the number of non-exempt employees and workweeks worked and the average hourly rate paid to non-exempt employees. (*Id.*).

On December 2, 2022, the parties attended an all-day mediation. (*Id.*). During Mediation, Defendant provided on a confidential basis Defendant's analysis of Plaintiff's claims. (Settlement § 2.3; ECF No. 35-1 ¶ 4). Following the mediation, the parties agreed to the principal terms of the Settlement. *See* (Settlement § 2.3; ECF No. 35-1 ¶ 5).

On December 29, 2022, Plaintiff filed with the LWDA a Notice of Labor Code Violations pursuant to PAGA, alleging violations of several Labor Code sections,

including sections 201 to 204, 226(a), 558, 558.1, 1174(d), 1194, 1194.2, 1197.1, and 2699. (Settlement § 2.2; ECF Nos. 35-1 ¶ 16; 35-3). Plaintiff then submitted the proposed Settlement to the LWDA on February 27, 2023. (ECF No. 35-1 ¶ 16; 35-4). The LWDA has not objected or otherwise contested the Settlement since being provided notice. (*Id.*).

On January 20, 2023, Plaintiff filed the operative FAC. (FAC). The FAC asserts the following causes of action against Defendant and DOES 1 through 10: (1) Failure to Pay Overtime Wages, in violation of the Fair Labor Standards Act, 29 U.S.C. § 201, *et seq.* ("FLSA"), and California Labor Code §§ 510 and 1194 ("Labor Code"), (*id.* ¶¶ 34–47); (2) Failure to Pay Minimum Wage in Violation of the FLSA and Labor Code, (*id.* ¶¶ 48–51); and (3) Violation of the Private Attorneys General Act of 2004, California Labor Code § 2698, *et seq.*, (*id.* ¶¶ 52–61). On March 10, 2023, Plaintiff filed the instant Motion. (Mot.).

2. Settlement Terms

Pursuant to the proposed Settlement, Defendant has agreed to pay a Gross Settlement Amount ("GSA") of $240,000.00, excluding Defendant's side of payroll taxes (which Defendant will pay separately), as a full and complete settlement of all claims arising from the action to all persons who are employed or have been employed by Defendant in California as nonexempt employees at any time on or between July 29, 2018, to the earlier of the date of preliminary approval of this Settlement or the pay period ending date when Class Members collectively worked a number of Workweeks closest to 43,000 Workweeks ("Class Period"). *See* (Mot. at 12–13; Settlement §§ 1.9, 3.1).

The GSA includes payments made to all current and former non-exempt employees employed by Defendant within the State of California at any time during the Class Period ("Class Member" or "Settlement Class") who do not submit a valid and timely Request for Exclusion from the Class Settlement ("Participating Class Member"). (Settlement §§ 1.8, 1.38). The Settlement Class includes approximately 406 current and former employees of Defendant. (Mot. at 26; ECF No. 35-1 ¶ 22). Payments pursuant to the Settlement will also include the settlement administration costs, awards of attorneys' fees and costs, the

service payment for Plaintiff, and payment to the LWDA. In particular, the parties agree that the GSA will be placed into an account controlled by the Administrator of the Settlement, Phoenix Class Action Administrators, and that the cost of the Administration shall not exceed $10,000.00, which will be paid out of the GSA. (Settlement § 3.2.3). Defendant will not oppose Plaintiff's application for a class service payment in the amount of $7,500.00, to be paid out of the GSA. (*Id.* § 3.2.1). Defendant will also not oppose Class Counsel's[1] application for a Class Counsel Fees Payment that is up to $80,000.00, which is 33.33% of the GSA, and a Class Counsel Litigation Expense Payment not to exceed $15,000.00.[2] (*Id.* § 3.2.2). Ten thousand from the GSA will comprise the claims brought under PAGA for PAGA Penalties. (*Id.* § 3.2.5). In accordance with the Labor Code's provisions, 75% of this payment (or $7,500.00) will be paid to the LWDA, and the remaining 25% (or $2,500.00) will be allocated to all current and former non-exempt employees employed by Defendant within the State of California at any time during the PAGA Period[3] ("Aggrieved Employees") based on their number of PAGA Pay Periods[4] worked. (*Id.*). After these deductions, the Net Settlement Amount ("NSA") is estimated to be $117,500.00. (ECF No. 35-1 ¶ 22). Thus, with approximately 406 Class Members, the average amount each Class Member would receive upon approval of the Settlement is approximately $289.41. (*Id.*).

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[1] Per the terms of the Settlement, "Class Counsel" means Kevin Mahoney and John Young of Mahoney Law Group, APC. (Settlement § 1.5).

[2] The Settlement defines the terms "Class Counsel Fees Payment" and "Class Counsel Litigation Expenses Payment" as "the amounts allocated to Class Counsel for reimbursement of reasonable attorneys' fees and expenses, respectively, incurred to prosecute the [a]ction." (Settlement § 1.6).

[3] As defined in the Settlement, the "PAGA Period" starts on July 29, 2020, and ends on the same date as the Class Period. (Settlement § 1.34).

[4] The Settlement Defines "PAGA Pay Period" to mean "any pay period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period. PAGA Pay Periods are based on pay periods during which at least one day was worked." (Settlement § 1.33).

Upon the Effective Date[5] and full funding of the GSA (including all employer payroll taxes on the Wage Portion of the Individual Settlement Payments), Plaintiff, all Participating Class Members, and all Aggrieved Employees will release claims against "Defendant and their former, present, and future directors, officers, shareholders, owners, parents, members, partners, predecessors, successors, assigns, subsidiaries, all affiliates and affiliated companies, management companies, joint venturers, agents (including any investment bankers, consultant, accountants, insurers, attorneys and any past, present, or future officers, directors, and employees), employees, and stockholders" ("Released Parties"). (*Id.* § 1.44). Plaintiff and her respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, agree to release and discharge all released parties from all claims, transactions, or occurrences, including but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts and legal assertions contained in the FAC and (b) all PAGA claims that were, or reasonably could have been, alleged based on facts and legal assertions contained in the FAC, Plaintiff's PAGA Notice, or ascertained during the action. (*Id.* § 5.1). Plaintiff also expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 142 of the California Civil Code. (*Id.* § 5.1.1).

All Participating Class Members who endorse/cash their settlement check on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, will agree to release all released parties from all claims that were alleged, or reasonably could have been alleged, that arose during the

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[5] The Settlement defines "Effective Date" to mean "the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final." (Settlement 1 § 17). "The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters the Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur." (*Id.*).

Class Period, based on the facts and legal assertions stated in the FAC and ascertained in the course of the action, including any and all claims involving any alleged failure to pay minimum wages and overtime wages and for liquidated damages under the FLSA and 29 C.F.R. § 778.101, *et seq.* (*Id.* § 5.2). In addition, all Participating Class Members, "on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns," agree to release all released parties from all claims that were alleged, "or reasonably could have been alleged," that arose during the Class Period, based on the facts and legal assertions stated in the FAC and ascertained in the course of the action. (*Id.*).

All Aggrieved Employees, whether or not they are participating class members, will be deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the released parties from all claims for PAGA civil penalties under the Labor Code that were alleged or reasonably could have been alleged, that arose during the PAGA Period, based on the facts and legal assertions stated in the FAC, the PAGA Notice, and ascertained in the course of the action. (*Id.* § 5.3).

Finally, Defendant agrees to fully release Plaintiff and Plaintiff's heirs, agents, representatives, assigns, executors and/or anyone on Plaintiff's behalf from "all claims or causes of action by reason of any injuries and/or damages or losses, known or unknown, foreseen or unforeseen, patent or latent, which Defendant has sustained or which may be sustained as a result of any facts and circumstances arising out of or in any way related to Plaintiff's employment with Defendant and the filing of the [a]ction. (*Id.* § 5.4).

II. LEGAL STANDARD

Actions brought as class actions may only be settled with court approval. *See* Fed. R. Civ. P. 23(e). A court may approve a class action settlement if the court finds that the settlement is "fair, reasonable, and adequate." Fed. R. Civ. P. 23(e)(2). "The purpose of Rule 23(e) is to protect the unnamed members of the class from unjust or unfair settlements affecting their rights." *In re Syncor ERISA Litig.*, 516 F.3d 1095, 1100 (9th Cir. 2008)

(citation omitted). Where the parties agree to a class settlement prior to formal class certification, "there is an increased risk that the named plaintiffs and class counsel will breach the fiduciary obligations they owe to the absent class members," and therefore such settlements "'must withstand an even higher level of scrutiny for evidence of collusion or other conflicts of interest than is ordinarily required under Rule 23(e) before securing the court's approval as fair.'" *Koby v. ARS Nat'l Servs., Inc.*, 846 F.3d 1071, 1079 (9th Cir. 2017) (quoting *In re Bluetooth Headset Prods. Liab. Litig.*, 654 F.3d 935, 946 (9th Cir. 2011)).

The commonly accepted procedure for court approval of a settlement involves two steps: (1) determining whether a proposed class action settlement should receive preliminary approval, and (2) reviewing the fairness of the settlement at a final fairness hearing. *See Salazar v. Midwest Servicing Grp., Inc.*, No. 17-CV-0137-PSG-KS, 2018 WL 3031503, at *4 (C.D. Cal. June 4, 2018). When reviewing a motion for preliminary approval, "a court determines whether a proposed settlement is within the range of possible approval and whether or not notice should be sent to class members." *True v. Am. Honda Motor Co.*, 749 F. Supp. 2d 1052, 1063 (C.D. Cal. 2010) (citation and internal quotations omitted). A court should grant preliminary approval of a class action settlement if it finds that "the proposed settlement appears to be the product of serious, informed, non-collusive negotiations, has no obvious deficiencies, does not improperly grant preferential treatment to class representatives or segments of the class, and falls within the range of possible approval . . . ." *In re Tableware Antitrust Litig.*, 484 F. Supp. 2d 1078, 1079 (N.D. Cal. 2007) (citation and internal quotations omitted). "The initial decision to approve or reject a settlement proposal is committed to the sound discretion of the trial judge." *Officers for Justice v. Civil Serv. Comm'n*, 688 F.2d 615, 625 (9th Cir. 1982) (citation omitted)

III. DISCUSSION

To assess this Motion, the Court must consider whether the proposed Class may be provisionally certified for settlement purposes only, evaluate the fairness, adequacy, and

reasonableness of the proposed settlement, and review the adequacy of the proposed Amended Class Notice. The Court addresses each in turn.

A. Conditional Certification of Settlement Class

Under Rule 23(e)(1), the Court must direct notice to the class of a proposed settlement upon determining that notice is justified because the Court concludes it will likely be able to approve the settlement and certify the class for judgment on the settlement. When a plaintiff seeks conditional class certification, the court must ensure that the four requirements of Federal Rule of Civil Procedure 23(a) and at least one of the requirements of Rule 23(b) are met. *Amchem Prods., Inc. v. Windsor*, 521 U.S. 591, 620 (1997); *Staton v. Boeing Co.*, 327 F.3d 938, 952–53 (9th Cir. 2003). Under Rule 23(a), the plaintiff must show the class is: (1) sufficiently numerous; (2) there are questions of law or fact common to the class; (3) the claims or defenses of the representative parties are typical of those of the class; and (4) the representative parties will fairly and adequately protect the class' interests. Under Rule 23(b), the plaintiff must show that the action falls within one of the three "types" of classes. The Court begins its discussion with Rule 23(a), then addresses Rule 23(b).

1. Rule 23(a) Requirements

i. Numerosity

Rule 23(a)(1) requires that "the class is so numerous that joinder of all members is impracticable." "No exact numerical cut-off is required; instead, the specific facts of each case must be considered." *In re Cooper Cos. Inc. Sec. Litig.*, 254 F.R.D. 628, 634 (C.D. Cal. Jan. 5, 2009) (citing *Gen. Tel. Co. of Nw., Inc. v. E.E.O.C.*, 446 U.S. 318, 330 (1980)). "As a general matter, courts have found that numerosity is satisfied when [the] class size exceeds 40 members." *Moore v. Ulta Salon, Cosmetics & Fragrance, Inc.*, 311 F.R.D. 590, 602–03 (C.D. Cal. Nov. 16, 2015) (citations omitted); *see Tait v. BSH Home Appliances Corp.*, 289 F.R.D. 466, 473–74 (C.D. Cal. Dec. 20, 2012). Additionally, it is not necessary to state the exact number of class members when the plaintiff's allegations

"plainly suffice" to meet the numerosity requirement. *In re Cooper*, 254 F.R.D. at 634 (quoting *Schwartz v. Harp*, 108 F.R.D. 279, 281–82 (C.D. Cal. 1985)). The proposed class must also be ascertainable; thus, the class must be "a distinct group of plaintiffs whose members can be identified with particularity." *Lerwill v. Inflight Motion Pictures, Inc.*, 582 F.2d 507, 512 (9th Cir. 1978).

Plaintiff's Motion meets both requirements. First, the Settlement Class includes approximately 406 current and former employees of Defendant. (Mot. at 26). Thus, requiring their joinder would be impracticable. Second, the Motion explains that the members of the Settlement Class "can easily be identified as Defendant's non-exempt employees and through Defendant's own timekeeping and payroll records." (*Id.*). Thus, the numerosity requirement is satisfied.

ii. Commonality

Rule 23(a)(2) requires that "there are questions of law or fact common to the class." The plaintiff must "demonstrate that the class members 'have suffered the same injury,'" which "does not mean merely that they have all suffered a violation of the same provision of law." *Wal-Mart Stores, Inc. v. Dukes*, 564 U.S. 338, 349–50 (2011) (quoting *Gen. Tel. Co. of Sw. v. Falcon*, 457 U.S. 147, 157 (1982)). Instead, the plaintiff's claim must depend on a "common contention" that is capable of class wide resolution. *Id.* at 350. This means "that determination of its truth or falsity will resolve an issue that is central to the validity of each one of the claims in one stroke." *Id.* at 338.

Here, the parties agree that the common factual and legal issues in this action include, among other allegations: (1) whether Defendant engaged in a common course of failing to provide and/or compensate employees for all hours worked, (2) whether Defendant engaged in a common course of failing to include all renumeration in employees' regular rate when calculating employees' overtime rate/wages; and (3) whether these alleged violations resulted in ancillary violations of California Labor Code Sections 203 and 226, as well as whether they justify penalties under PAGA. (Mot. at 27). The

parties also agree that the Class Members commonly suffer from, and seek redress for, the same alleged injuries. (*Id.*). The Court agrees and, thus, finds the requirement of commonality satisfied. *See Dills v. Penske Logistics, LLC*, 267 F.R.D. 625, 633 (S.D. Cal. 2010) (finding commonality where plaintiffs identified "common factual questions, such as whether [the] defendants' policies deprived the . . . class members of meal periods, rest periods, overtime pay, and reimbursement . . . and common legal questions, such as [the] [d]efendants' obligations under [the] California Labor Code . . . ."); *Ching v. Siemens Industry, Inc.*, No. C 11-4838 MEJ, 2013 WL 6200190, at *4 (N.D. Cal. Nov. 27, 2013) (finding commonality satisfied where "issues facing the class arise from common questions involving defendant's calculation and payment of wages and overtime." (citation omitted)); *Vanwagoner v. Siemens Industry, Inc.*, No. 2:13-cv-01303-KJM-EFB, 2014 U.S. Dist. LEXIS 67141, at *11 (N.D. Cal. 2014) (finding commonality satisfied where "[n]ot only does the class raise common questions, but the class action may generate a class-wide answer to the central issue: whether defendant's calculation and payment of wages and overtime were correct and whether defendant engaged in a uniform practice of denying meal and rest periods and denying reimbursements." (citation omitted)).

iii. Typicality

Rule 23(a)(3) requires that the "claims or defenses of the representative parties are typical of the claims or defenses of the class." Representative claims are "typical" if they are "reasonably co-extensive with those of the absent class members; they need not be substantially identical." *Hanlon*, 150 F.3d at 1020. Courts have held that typicality and commonality requirements "tend to merge," and a finding of commonality ordinarily will support a finding of typicality. *Falcon*, 457 U.S. at 157 n.13; *Wehner v. Syntext Corp.*, 117 F.R.D. 641, 644 (N.D. Cal. 1987).

Plaintiff's claims and those of the Class Members are based on the same alleged course of conduct. Specifically, the FAC alleges that Defendant maintained a policy and practice of failing to pay all wages to all non-exempt hourly employees, including Plaintiff,

for all time they were subjected to Defendant's control, and Defendant failed to include all renumeration in non-exempt hourly employees' regular rate when calculating their overtime pay. *See* (FAC ¶¶ 15–25). Thus, Plaintiff and the Class Members suffer from the same injury (i.e., unpaid wages). *See* (*id.*). For this reason, the typicality requirement is also satisfied.

iv. Adequacy of Representation

Finally, Rule 23(a)(4) requires that "the representative parties will fairly and adequately protect the interests of the class." Fed. R. Civ. P. 23(a)(4). "To satisfy constitutional due process concerns, absent class members must be afforded adequate representation before entry of a judgment which binds them." *Hanlon*, 150 F.3d at 1020. To determine whether the adequacy prong is satisfied, courts consider the following two questions: "(1) [d]o the representative plaintiffs and their counsel have any conflicts of interest with other class members, and (2) will the representative plaintiffs and their counsel prosecute the action vigorously on behalf of the class?" *Staton*, 327 F.3d at 957 (citation omitted); *see also Fendler v. Westgate-California Corp.*, 527 F.2d 1168, 1170 (9th Cir. 1975) (noting that representative plaintiffs and counsel also must have sufficient "zeal and competence" to protect class interests).

There is no evidence of a conflict of interest between Plaintiffs and the Plaintiff Class. (Mot. at 30). Further, "Plaintiffs' claims are identical to those of the class, and [thus,] [she has] every incentive to pursue those claims vigorously." *Fritsch*, 2021 WL 6881863, at *5. In fact, Plaintiff's counsel explains that Plaintiff has already "performed considerable services" on behalf of the Class." (ECF No. 35-1 ¶ 23). For example, Plaintiff searched for an attorney, met with her attorneys and made herself available each time her attorneys called to answer questions about Defendant's policies and procedures; provided Class Counsel with factual information needed to prepare the FAC; collected relevant documents and produced those documents for Class Counsel; consulted with Class Counsel about developments in the case and helped to explain to Class Counsel certain evidence

that Class Counsel obtained from Defendant; and helped formulate a theory which led to the filing of this action. (*Id.*). Plaintiff also spent hours responding to Defendant's formal discovery requests, preparing for her deposition, and was deposed by Defendant. (*Id.*). Finally, Plaintiff has continued to be involved "weekly" for the benefit of the class and the finalization of the settlement. (*Id.*).

The Court also finds that Class Counsel has extensive experience litigating wage-and-hour class/PAGA class actions, and have diligently prosecuted this action. (ECF Nos. 35-1 ¶¶ 26–30; 35-5 ¶¶ 4–7). In particular, the Court notes that Attorney John A. Young has over eight years of experience in civil litigation matters, and has extensive experience with class action employment litigation, including "numerous" wage and hour class actions. (ECF No. 35-1 ¶¶ 28–29). Attorney Kevin Mahoney has served, and is currently serving, as lead counsel and/or co-counsel in numerous wage-and-hour class action cases. (ECF No. 35-5 ¶ 6). And as previously discussed, Class Counsel has engaged in various efforts on behalf of the class, including formal and informal discovery. Thus, the Court concludes that the adequacy of representation requirement is satisfied. With all four requirements satisfied, the Court finds that the settlement Class satisfies Rule 23(a).

2. Rule 23(b)(3) Requirements

In addition to meeting the prerequisites of Rule 23(a), a proposed class must be appropriate for certification under one of the categories enumerated in Rule 23(b). Fed. R. Civ. P. 23(b); *Hanlon*, 150 F.3d at 1022. Here, Plaintiffs seek certification pursuant to Rule 23(b)(3). (Mot. at 31). To be certified under Rule 23(b)(3), the Court must find: (1) "that the questions of law or fact common to class members predominate over any questions affecting only individual members," and (2) "that a class action is superior to other available methods for fairly and efficiently adjudicating the controversy." *See In re Wells Fargo Home Mortg. Overtime Pay Litig.*, 571 F.3d 953, 957 (9th Cir. 2009). "[S]ettlement is relevant to a class certification." *Amchem*, 521 U.S. at 619. "Confronted with a request for settlement-only class certification, a district court need not inquire

whether the case, if tried, would present intractable management problems, *see* Fed. R. Civ. P[] 23(b)(3)(D), for the proposal that there be no trial." *Id.*

i. Predominance

"The Rule 23(b)(3) predominance inquiry tests whether classes are sufficiently cohesive to warrant adjudication by representation." *Hanlon*, 150 F.3d at 1022. "This analysis presumes that the existence of common issues of fact or law have been established pursuant to Rule 23(a)(2); thus, the presence of commonality alone is not sufficient to fulfill Rule 23(b)(3)." *Id.* "When common questions present a significant aspect of the case and they can be resolved for all members of the class in a single adjudication, there is clear justification for handling the dispute on a representative rather than on an individual basis." *Id.*

As discussed above, Plaintiff's allegations against Defendant raise common questions about Defendant's policies. These questions include: (1) whether Defendant engaged in a common course of failing to provide and/or compensate employees for all hours worked, (2) whether Defendant engaged in a common course of failing to include all renumeration in employees' regular rate when calculating employees' overtime rate/wages; and (3) whether these alleged violations resulted in ancillary violations of California Labor Code Sections 203 and 226, as well as whether they justify penalties under PAGA. (Mot. at 27). These common questions are the heart of this case, and they can be resolved for all members of the proposed class in a single adjudication. Further, the proposed class is sufficiently cohesive because, for the Settlement only, the parties agree that all class members share a "common nucleus of facts and potential legal remedies." (Mot. at 31); *see Comcast Corp. v. Behrend*, 133 S. Ct. 1426, 1436 (2013). Thus, the Court finds the predominance factor satisfied. *See Vanwagoner*, 2014 U.S. Dist. LEXIS 67141, at *16.

ii. Superiority

"In resolving the Rule 23(b)(3) superiority inquiry, the court should consider class members' interests in pursuing separate actions individually, any litigation already in progress involving the same controversy, the desirability of concentrating the litigation in one forum, and potential difficulties in managing the class action, although the last two considerations are not relevant in the settlement context." *Id.* at *16-17 (citing *Schiller v. David's Bridal, Inc.*, No. 1:10-cv-0616 AWI-SKO, 2012 WL 2117001, at *10 (E.D. Cal. June 11, 2012); *see also Amchem*, 521 U.S. at 620.

Here, if class members were to sue individually, each would bring essentially the same claims for relatively small sums and yet might have to expend substantial resources to cover litigation costs. Moreover, there are no allegations demonstrating that any other separate action is currently being pursued. A class action is therefore superior to individual resolution of the claims. Thus, Plaintiff has satisfied Rule 23(b)(3). With both Rule 23(a) and 23(b) satisfied, Plaintiff has shown certification of the class is appropriate for determining whether the settlement should be preliminary approved.

B. Preliminary Approval of Settlement

The Court next considers whether the proposed settlement warrants preliminary approval. For preliminary approval, "the court evaluates the terms of the settlement to determine whether they are within a range of possible judicial approval." *Spann v. J.C. Penney Corp.*, 314 F.R.D. 312, 319 (C.D. Cal. 2016) (internal quotation marks and alterations omitted). A court may preliminarily approve a settlement and direct notice to the class if "the proposed settlement appears to be the product of serious, informed, non-collusive negotiations, has no obvious deficiencies, does not improperly grant preferential treatment to class representatives or segments of the class, and falls within the range of possible approval." *In re Tableware Antitrust Litig.*, 484 F. Supp. 2d 1078, 1079 (N.D. Cal. 2007). "It is the settlement taken as a whole, rather than the individual component parts, that must be examined for overall fairness." *Hanlon*, 150 F.3d at 1026.

1. Product of Serious, Informed, Non-Collusive Negotiation

The Court finds the Settlement was "not the product of fraud or overreaching by, or collusion between, the negotiating parties." *Hanlon*, 150 F.3d at 1027. To the contrary, the Settlement was reached after extensive and informed arm's-length negotiations with an experienced class action mediator. (ECF No. 35-1 ¶¶ 4–5). The parties engaged in formal discovery, including serving initial disclosures, Plaintiff serving a Request for Admission, a Request for Production of Documents, and two sets of Interrogatories. (*Id.* ¶ 4). Likewise, Defendant served Request for Production of Documents and Interrogatories on Plaintiff. (*Id.*). Defendant also deposed Plaintiff on March 9, 2022, and, prior to mediation, Defendant provided to Plaintiff a random 33.33% sampling of Class Members' time and pay records, Defendant's written policies and handbooks, and identified the number of employees comprising the putative class and/or aggrieved employees, as well as the relevant total workweeks and pay periods, to allow Plaintiff's counsel to assess liability and value of each cause of action. (*Id.*). Using this information, Plaintiff and her counsel consulted with an expert to review the time and pay records provided by Defendant, and were able to reasonably assess liability on the part of Defendant and the resulting value of damages, paving the way to the proposed Settlement's terms. (*Id.*). Finally, at mediation, Defendant provided on a confidential basis Defendant's analysis of Plaintiff's class claims. (*Id.*). Thus, the Court finds the Settlement is the product of serious, informed, and non-collusive negotiation.

2. Obvious Deficiencies

The Parties submit that the Settlement for each Participating Class Member is fair, reasonable, and adequate given the inherent risk of litigation, the risk of class certification and costs of litigation. (Mot. at 22–23). After deducting Class Counsel's proposed attorneys' fees of $80,000, Class Counsel's costs of up to $15,000, the proposed Class Representative Service Payment to Plaintiff in the requested amount of $7,500; the PAGA Penalties of up to $10,000, 75% (or $7,5000.00) to be paid to the LWDA and the remaining 25% (or $2,500.00) to be distributed to Aggrieved Employees; and Settlement

Administration Costs not to exceed $10,000 from GSA of $240,000, the NSA is approximately $117,500.00. With approximately 406 class members, the average amount each class member would receive is $289.41 per class member – assuming that no Class Members opt out of the Settlement. (ECF No. 35-1 ¶ 22.) As described in more detail below, Class Members will be mailed a Class Notice and will have the ability to object to any of the terms of the proposed Settlement or exclude themselves from participating in the proposed Settlement. Furthermore, the proposed Settlement is "all-in," and no monies will revert back to Defendant. (*Id.*). The Court finds no obvious deficiency with these terms.

3. Preferential Treatment

Under the third factor, the Court examines whether the settlement agreement provides preferential treatment to any class member. The fairness inquiry "focuses primarily upon particular aspects of the decree that directly lend themselves to pursuit of self-interest . . . namely attorneys' fees and the distribution of relief . . . among class members." *Staton*, 327 F.3d at 960. "Approval of a plan for the allocation of a class settlement fund is governed by the same legal standards that are applicable to approval of the settlement: the distribution plan must be 'fair, reasonable and adequate.'" *In re Citric Acid Antitrust Litig.*, 145 F.Supp.2d 1152, 1154 (N.D. Cal. 2001).

The proposed Settlement does not improperly grant preferential treatment to Plaintiff, the Class Representative. Other than the Class Representative Service Payment, *see* (Settlement § 3.2.1), the Settlement places Plaintiff on equal footing with other Class Members. The Settlement also does not show preferential treatment to any segment of the Class. To the contrary, after the aforementioned deductions, the NSA will be distributed to all Participating Class Members on a *pro rata* basis (based on their workweeks). *See* (Settlement § 3.2.4). This method is common in wage-and-hour class cases. *See, e.g.*, *Cicero v. DirecTV, Inc.*, No. EDCV 07-1182, 2010 WL 2991486, at *5 (C.D. Cal. July 27, 2010) ("[T]he fund will be distributed based on the number of weeks worked by each class member, which appears to be a fair method of distributing the fund."); *Pierce v. Rosetta*

Stone, Ltd., No. 11-01283 SBA, 2013 WL 1878918, at *6–7 (N.D. Cal. May 3, 2013). Although Plaintiff attributes value to different causes of action, the method to distribute the individual Settlement amounts compensates Class Members based on the length of their employment, and therefore were subjected to more alleged violations, is fair, and adequate, and reasonable. *See, e.g.*, *Altamirano v. Shaw Indus., Inc.*, No. 13-cv-00939, 2015 WL 4512372, at *8 (N.D. Cal. July 24, 2015) (finding no preferential treatment because the settlement "compensates class members in a manner generally proportionate to the harm they suffered on account of [the] alleged misconduct."). Thus, the Court finds this factor is also satisfied.

Finally, the Court notes that it has some concerns regarding the proposed Class Counsel Fees Payment of $80,000.00, which is 33.33% of the GSA, in light of the fact that the benchmark for such an award is 25% of the net. *See In re Bluetooth Headset Prods. Liab. Litig.*, 654 F.3d 935, 942 (9th Cir. 2011). However, "the Court need not resolve this matter at the preliminary approval stage, since the propriety of the fee request is an issue that can be determined at the Final Fairness Hearing." *Pierce v. Rosetta Stone, Ltd.*, No. C 11-01283 SBA, 2013 WL 1878918, at *7 (N.D. Cal. May 3, 2013) (finding concern with proposed attorney's fees of one-third of the net settlement fund).

4. Range of Possible Approval

Lastly, the Court must consider whether the settlement falls within the range of possible approval. To determine whether a settlement "falls within the range of possible approval," a court must focus on "substantive fairness and adequacy," and "consider plaintiffs' expected recovery balanced against the value of the settlement offer." *In re Tableware Antitrust Litig.*, 484 F.Supp.2d at 1080. To do so, the Court evaluates each category of recovery set forth in the Settlement.

i. PAGA Allocation

Under PAGA, "an 'aggrieved employee' may bring a civil action personally and on behalf of other current or former employees to recover civil penalties for Labor Code

violations." *Villacres v. ABM Indus. Inc.*, 189 Cal. App. 4th 562, 578 (2010) (quoting *Arias v. Superior Ct.*, 46 Cal. 4th 969, 980–81 (2009)) (internal quotation marks omitted). "The state is the real party in interest, and the action is 'fundamentally a law enforcement action designed to protect the public and not to benefit private parties.'" *Gonzalez v. CoreCivic of Tenn., LLC*, No. 1:16-CV-01891-DAD-JLT, 2018 WL 4388425, at *9 (E.D. Cal. Sept. 13, 2018) (quoting *Iskanian v. CLS Transp. L.A., LLC*, 59 Cal. 4th 348, 387 (2014)). PAGA provides that a plaintiff may seek penalties of one hundred dollars ($100) per aggrieved employee, per pay period, for an initial Labor Code violation, and two hundred dollars ($200) for each subsequent violation per aggrieved employee, per pay period. Cal. Lab. Code § 2699(f)(2).

"[I]n evaluating the adequacy of a settlement of a PAGA claim, courts may employ a sliding scale, taking into account the value of the settlement as a whole." *Viceral v. Mistras Grp., Inc.*, No. 15-CV-02198-EMC, 2016 WL 5907869, at *9 (N.D. Cal. Oct. 11, 2016) (discussing that courts nonetheless should be "mindful of the need to safeguard the statutory purposes of PAGA and to ensure that the parties do not use a PAGA claim as a mere bargaining chip"). "[W]here a settlement for a Rule 23 class is robust, the statutory purposes of PAGA may be fulfilled even with a relatively small award on the PAGA claim itself." *Id.*

Plaintiff's counsel asserts that "[a]n award of [100%] of all sought PAGA penalties, to all aggrieved employees, for every single pay period during the relevant PAGA period (approximately 11,637 pay periods), and for every single Labor Code violation, is roughly [$2,306,800.00]." (ECF No. 35-1 ¶ 18). Yet, the Settlement only allocates $10,000 for a PAGA payment out of the GSA. Although this disparity may be concerning, it is important to note that "the strengths and weaknesses of [Plaintiff's] claims may warrant such reduction" from the expected value of the claim. *See Shahbazian v. Fast Auto Loans*, Case No. 2:18-cv-03076-ODW (KSx), 2019 U.S. Dist. LEXIS 231416, at *21 (C.D. Cal. June 20, 2019) (citing *Visceral v. Mistras Grp.*, Case No. 15-cv-02198-EMC, 2016 WL 5907869, at *9 (N.D. Cal. Oct. 11, 2016)). And here, Plaintiff's claims suffer from

multiple, potential weaknesses. For example, Defendants continue to deny having committed any predicate acts or practices for purposes of establishing liability for civil penalties under PAGA. (ECF No. 35-1 ¶ 17). Defendant also contends its practices have complied with applicable law, and that Plaintiff has no basis for asserting a claim under PAGA. (*Id.*). In addition, Plaintiff concedes that it is "uncertain" whether Plaintiff could maintain her PAGA claim against Defendant due to Defendant being a public entity and thus, not subject to the applicable laws. (ECF No. 35-1 ¶ 17); *Johnson v. Arvin-Edison Water Storage Dist.*, 174 Cal. App. 4th 729, 735–41 (2009). Moreover, even if Plaintiff was successful at trial, it is possible that Defendant could argue for a reduction in the PAGA Penalty award on various grounds. On this point, the Court has discretion to award less than the maximum penalty if, based on the facts and circumstances of a particular case, to do otherwise would result in an award that is unjust, arbitrary, and oppressive or confiscatory. Cal. Lab. Code § 2699(e)(2). Defendant could also argue that Plaintiff is not owed the $200 per penalty because no such "subsequent violation" has occurred against Defendant, which would effectively cut the PAGA payout in half. Finally, employer defendants have successfully argued that civil penalties cannot be "stacked" or, in other words, no more than one penalty can be assessed in the same pay period for the same employee. *See Thurman v. Bayshore Transmit Mgmt., Inc.*, 203 Cal. App. 4th 1112, 1131 (2012); *Renda v. Nevarez*, 223 Cal. App. 4th 1231, 1236 –37 (2014) (prohibiting double recovery for same harm). Plaintiff acknowledges that Defendant could succeed using any of the above arguments. *See* (ECF No. 35-1 ¶¶ 13-14).

Thus, the Court finds that the strengths and weaknesses of Plaintiff's claim may warrant such a reduction, and the Court does not find that the PAGA allocation is outside the range of possible approval at this time. *See Shahbazian*, 2019 U.S. Dist. LEXIS 231416, at *21; *Visceral*, 2016 2016 WL 5907869, at *9 (finding that unique circumstances supported the conclusion that settlement of the PAGA claim for a "tiny fraction" of its value was reasonable in the context of the settlement as a whole).

ii. Service Payment

The Settlement also provides that Plaintiffs will seek approval of a Service Payment of $7,500.00 for Plaintiff as Class Representatives. (Settlement § 3.2). "[D]istrict courts [should] scrutinize carefully [incentive] awards so that they do not undermine the adequacy of the class representatives." *Radcliffe v. Experian Info. Sols. Inc.*, 715 F.3d 1157, 1163 (9th Cir. 2013). In evaluating such awards, courts should look to "the number of named plaintiffs receiving incentive payments, the proportion of the payments relative to the settlement amount, and the size of each payment." *In re Online DVD-Rental Antitrust Litig.*, 779 F.3d 934, 947 (9th Cir. 2015) (quoting *Staton*, 327 F.3d at 977). "Generally, in the Ninth Circuit, a $5,000 incentive award is presumed reasonable." *Bravo v. Gale Triangle, Inc.*, No. CV 16-03347 BRO (GJSx), 2017 WL 708766, at *19 (C.D. Cal. Feb. 16, 2017) (citing *Harris v. Vector Mktg. Corp.*, No. C-08-5198 EMC, 2012 WL 381202, at *7 (N.D. Cal. Feb. 6, 2012)).

As previously discussed, Plaintiff's counsel states that Plaintiff has "performed considerable services" on behalf of the Class." (ECF No. 35-1 ¶ 23). However, this may not support the requested departure from the $5,000 benchmark. *See Shahbazian*, 2019 U.S. Dist. LEXIS 231416, at *23-24 (questioning requested Service Payment of $10,000, despite the fact that plaintiffs "actively participated in the prosecution of [the] case"). Nevertheless, at the preliminary approval stage, the question is whether the requested award falls within the range of possible approval. At this time, the Court finds that it does, though final approval will depend on adequate support for the requested award.

iii. Attorneys' Fees and Costs

The Settlement provides that Class Counsel may seek attorneys' fees of up to one-third, or $80,000, of the GSA. See (Settlement § 3.2.2). "While attorneys' fees and costs may be awarded in a certified class action where so authorized by law or the parties' agreement . . . courts have an independent obligation to ensure that the award, like the settlement itself, is reasonable, even if the parties have already agreed to an amount." *In*

re Bluetooth Headset Prods. Liab. Litig., 654 F.3d 935, 941 (9th Cir. 2011). Twenty-five percent recovery is the benchmark for attorneys' fees, although courts in the Ninth Circuit have found upward departures to fall within the acceptable range. *See id.* at 942 (noting 25% benchmark); *Powers v. Eichen*, 229 F.3d 1249, 1256–57 (9th Cir. 2000) (upward departure acceptable when expressly explained). Further, "[w]here a settlement produces a common fund for the benefit of the entire class, courts have discretion to employ either the lodestar method or the percentage-of-recovery method." *In re Bluetooth*, 654 F.3d at 942.

As previously discussed, Class Counsel is experienced in wage-and-hour class action litigation and the fee request, while on the higher side, falls within the range identified as potentially acceptable in the Ninth Circuit. *See Shahbazian*, 2019 U.S. Dist. 231416, at *25–26 (finding request of one-third attorneys' fee to be reasonable for purposes of preliminary approval of settlement). The Court also finds that Counsel's request for costs, approximately $11,800.00, to also be reasonable. Thus, preliminary approval of the requested fee is appropriate.

iv. Settlement Administrator Fee

The estimated cost of administering this settlement is "not to exceed" $10,000. (Settlement § 3.2.3). This estimate is consistent with, and in some cases lower than, other settlement submitted to courts in this district. *See, e.g.*, *Del Castillo v. Cmty. Child Care Council of Santa Clara Cty., Inc.*, Case No. 17-cv-07243-BLF, 2021 WL 4895084, at *7 (N.D. Cal. Oct. 20, 2021) (approving $10,000 Settlement Administrator Fee for $317,500 gross settlement); *Lusk v. Five Guys Enters. LLC*, No. 1:17-cv-00762-AWI-EPG, 2022 WL 4791923, at *9 (E.D. Cal. Sept. 30, 2022) (administration costs of $30,000 for a $1.2 million settlement); *Razo v. AT&T Mobility Servs., LLC*, No. 1:20-cv-0172-JLT-HBK, 2022 WL 4586229, at *17 (E.D. Cal. Sept. 29, 2022) (administration costs of $30,000 for a $575,000 settlement); *Dakota Med., Inc. v. RehabCare Grp., Inc.*, No. 1:14-cv-02081-DAD-BAM, 2017 WL 1398816, at *5 (E.D. Cal. Apr. 19, 2017) (administration costs of

$94,000 for a $25 million settlement); *Aguilar v. Wawona Frozen Foods*, No. 1:15-cv-00093-DAD-EPG, 2017 WL 117789, at *7 (E.D. Cal. Jan. 11, 2017) (administration costs of $45,000 for a $4.5 million settlement). Thus, the Court finds the proposed Settlement Administrator Fee to be reasonable.

Based on all the above, the Court preliminary approves the Settlement's terms.

C. Sufficiency of Notice

To find notice to absent class members sufficient, the Court analyzes both the type and content of the notice. After reviewing the amendments to the Notice, the Court finds the type and content of the notice is sufficient.

1. Type of Notice

"[T]he court must direct to class members the best notice that is practicable under the circumstances, including individual notice to all members who can be identified through reasonable effort." Fed. R. Civ. P. 23(c)(2)(B). For class action settlements, "[t]he court must direct notice in a reasonable manner to all class members who would be bound by the proposal." Fed. R. Civ. P. 23(e)(1)(B).

Defendant agrees to provide the Settlement Administrator, no later than 15 calendar days following preliminary approval by this Court, "Class Data" compiled based on Defendant's records setting forth each Class Members': (1) full name; (2) last known mailing address; (3) social security numbers; and (4) total number of work weeks worked during the Class Period and PAGA Pay Period. (*Id.* §§ 1.7, 4.1). The Settlement Administrator will perform a search on the U.S. Postal Service National Change of Address Database and update any addresses with any new information regarding the location of Class Members. *See* (*id.* § 7.4.1). Within 14 calendar days of receiving the Class Data, the Settlement Administrator will send via first class mail the Court-approved Notice of Settlement to each Class Member. (*Id.*). Not later than three business days after the Settlement Administrator's receipt of any Class Notice returned by the USPS as undelivered, the Administrator will re-mail the Class Notice using any forwarding address proved by the USPS. (*Id.* § 7.4.2). If a Class Notice is returned because of an undelivered

address, the Settlement Administrator will conduct a skip trace to locate a current address. (*Id.*). The Court finds the procedures for notice sufficient and the most practicable under the circumstances. *See Shahbazian*, 2019 U.S. Dist. LEXIS 231416, at *26–27.

2. Content of Notice

Class notice must state:

> (i) the nature of the action; (ii) the definition of the class certified; (iii) the class claims, issues, or defenses; (iv) that a class member may enter an appearance through an attorney if the member so desires; (v) that the court will exclude from the class any member who requests exclusion; (vi) the time and manner for requesting exclusion; and (vii) the binding effect of a class judgment on members under Rule 23(c)(3).

Fed. R. Civ. P. 23(c)(2)(B)(i)-(vii). "Notice is satisfactory if it generally describes the terms of the settlement in sufficient detail to alert those with adverse viewpoints to investigate and to come forward and be heard." *Churchill Vill., L.L.C. v. Gen. Elec.*, 361 F.3d 566, 575 (9th Cir. 2004) (internal quotation marks omitted). The notice "does not require detailed analysis of the statutes or causes of action forming the basis for the plaintiff class's claims, and it does not require an estimate of the potential value of those claims." *Lane v. Facebook, Inc.*, 696 F.3d 811, 826 (9th Cir. 2012).

The proposed Class Notice is attached as Exhibit A to the Settlement. (ECF No. 35-2 at 28–41). The Class Notice provides information on the meaning and nature of the proposed Class, *see* (*id.* at 32–33); the terms and provisions of the Settlement, along with the relief that the Settlement will provide to Participating Class Members *see* (*id.* at 33); the application of Plaintiff for her Service Payment and of Class Counsels for their attorneys' fees and costs, *see* (*id.*); the payment to the LWDA of its share of the PAGA Payment, (*id.*); the payment of the Settlement Administration Costs, (*id.*); the date, time, and place of the final settlement approval hearing, (*id.* 38–39); and the procedure and deadlines for opting out of the Settlement or for submitting objections to the Settlement, (*id.*). If a Class Member chooses to object to the Settlement, they will have 60 days to file with the Court and serve an Objection to the Agreement. (Settlement § 7.4.3). Further,

Class Members that choose to opt out of the Settlement will have 60 days from the mailing of the Class Notice to postmark a Request for Exclusion from the Settlement. (*Id.* §§ 1.46, 7.6.1). The Court also finds that the contents of the Class Notice are sufficient. *See Shahbazian*, 2019 U.S. Dist. LEXIS 231416, at *27–28.

IV. CONCLUSION

The Court GRANTS Plaintiff's Motion. The Court (1) provisionally certifies the Class for settlement purposes; (2) preliminarily approves the parties' Settlement; (3) approves the form and method of the parties' proposed Class Notice; and (4) appoints Phoenix Settlement Administrators as Settlement Administrator, Plaintiff's counsel Kevin Mahoney and John Young of Mahoney Law Group, APC as Class Counsel, and Plaintiff Kyana Rampley as Class Representative.

Class Counsel must file their application for Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment no later than 14 calendar days prior to the end of the objection period for the Settlement. The Court modifies the final approval briefing schedule in the Settlement as follows: no later than 28 calendar days before the Final Approval Hearing, Plaintiff will file with the Court a Motion for Final Approval of the Settlement and Payment of the Settlement Administration Costs. *See* (Settlement § 8). If any opposition is filed, then not later than seven calendar days before the Final Approval Hearing, both parties may file a reply in support of the Motion for Final Approval of the Settlement and Payment of the Settlement Administration Costs; and Plaintiffs and Class Counsel may file a reply in support of their motions for the Class Representative Service Payments, the Class Counsel Fees Payment, and the Class Counsel Litigation Expenses Payment.

The Final Approval Hearing shall be held on August 23, 2023, at 1:30 p.m. at the United States Courthouse, 350 West First Street, Courtroom 5C, Los Angeles, CA 90012.

IT IS SO ORDERED.

Dated: May 22, 2023

HON. SHERILYN PEACE GARNETT
UNITED STATES DISTRICT JUDGE