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By STEVEN DREW, Deputy

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12 SUPERIOR COURT OF THE STATE OF CALIFORNIA
13 COUNTY OF LOS ANGELES, CENTRAL CIVIL WEST DISTRICT
14

15 CLAUDIA GRANCIANO, individually and
16 on behalf of all others similarly situated,

17 Plaintiff,

18 v.

19 SOUTHWIND FOODS, LLC, a California
20 Limited Liability Company; STAFFPOINT,
21 LLC, a California Limited Liability Company;
22 and DOES 1-50, inclusive,

23 Defendants.

24 SOUTHWIND FOODS, LLC,

25 Cross-Complainant,

26 v.

27 STAFFPOINT, LLC; ALLIANCE
28 PROFESSIONAL BUSINESS SOLUTIONS,
INC.; ASHWYN SYAL; and ROES 1-25,

Cross-Defendants.

Case No. BC538900

*[Assigned for all purposes to:
Hon. Kenneth R. Freeman; Dept. 310]*

**NOTICE OF MOTION AND MOTION
FOR PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT;
MEMORANDUM OF POINTS AND
AUTHORITIES IN SUPPORT THEREOF**

Date: May 1, 2018
Time: 10:00 A.M.
Dept.: 310

Action Filed: March 11, 2014
Trial Date: None

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TO THE HONORABLE COURT, ALL PARTIES, AND THE PARTIES’ RESPECTIVE
COUNSEL OF RECORD IN THE ABOVE-CAPTIONED CASE:

PLEASE TAKE NOTICE that, on May 1, 2018, at 10:00 A.M., in Department 310 of the
Los Angeles County Superior Court, Complex Civil Division, Central Civil West Courthouse,
located at 600 South Commonwealth Avenue, Los Angeles, California 90005 (or such other
location as the Court may specify following its move to a different courthouse facility), named
Plaintiffs Claudia Granciano and Ricardo Contreras, on behalf of themselves and all others
similarly situated (collectively, “Plaintiffs”), will and hereby do move for an order of preliminary
approval of the proposed class action settlement between Plaintiffs and Defendant/Cross-
Complainant Southwind Foods, LLC (“Southwind”), Defendant/Cross-Defendant Staffpoint, LLC
 (“Staffpoint”), Defendant/Cross-Defendant Alliance Professional Business Solutions, Inc.
 (“Alliance”), and Cross-Defendant Ashwin Syal (“Syal”) (collectively, “Defendants”) in this
action.

Plaintiffs specifically request that the Court determine that the proposed settlement is fair,
reasonable, and adequate, and enter the following orders:

1. Grant preliminary approval of the proposed settlement;
2. Conditionally certify the following class for settlement purposes only:
All current and former non-exempt employees employed by Southwind
Foods, LLC, Staffpoint, LLC, and/or Alliance Professional Business
Solutions, Inc. who worked in any of Southwind Foods, LLC’s facilities
located in California at any time during the Class Period (March 11, 2010
through May 1, 2016);
3. Appoint Plaintiffs as Class Representatives;
4. Appoint Boucher LLP and Law Offices of Sahag Majarian II as Class
Counsel;
5. Approve of Simpluris, Inc. (“Simpluris”) as the Settlement Administrator;
6. Approve the Proposed Notice of Class Action Settlement (“Class Notice”);


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- 7. Establish a schedule for the dissemination of the Class Notice to Class Members as well as deadlines for Class Members to act; and
- 8. Schedule a hearing on the motion for final approval of class action settlement and motion for attorneys’ fees, costs, and service payments.

This motion is made pursuant to California Code of Civil Procedure section 382 and California Rule of Court, Rule 3.760, *et seq.* This motion is based on this notice of motion, the accompanying memorandum of points and authorities and declarations filed in support of the motion, the pleadings and other papers on file in this case, and such oral and documentary evidence as may be presented at the hearing on the motion.

DATED: February 23, 2018

Respectfully submitted,
BOUCHER LLP

By: 
RAYMOND P. BOUCHER
SHEHNAZ M. BHUJWALA
NEIL M. LARSEN

LAW OFFICES OF SAHAG MAJARIAN II
SAHAG MAJARIAN II
Attorneys for Plaintiffs and the Putative Class

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MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

Plaintiffs respectfully request that this Court grant preliminary approval of the proposed class action settlement in this wage and hour class and representative action. *See* Exhibit 1 to Declaration of Raymond P. Boucher: Stipulation Regarding Class Action Settlement and Release (“SA”). If approved, the proposed settlement will provide monetary payments to all current and former non-exempt employees employed by Southwind, Staffpoint, and/or Alliance who worked in any of Southwind’s facilities located in California at any time between March 11, 2010 and May 1, 2016. The proposed class is estimated to consist of 907 individuals.

The proposed Settlement will resolve the class, collective, and representative claims of Plaintiffs and participating Class Members against Defendants for alleged wage and hour violations of California’s Labor Code and wage orders that were alleged or could have been alleged based on the same facts as those in the proposed Third Amended Complaint (“TAC”), as well as a claim under California’s Private Attorneys General Act (Cal. Lab. Code §§ 2698, *et seq.*) (“PAGA”) for penalties on behalf of California’s Labor and Workforce Development Agency (“LWDA”), a claim under the Unfair Competition Law (Cal. Bus. & Prof. Code §§ 17200, *et seq.*) (“UCL”), and a related federal overtime claim under the Fair Labor Standards Act of 1938, as amended, 29 U.S.C. §§ 201, *et seq.* (“FLSA”). In exchange for the release of claims, Defendants and Cross-Defendants have agreed to pay a combined total of \$750,000, exclusive of employer-side payroll taxes to be paid separately by Defendant Southwind. This Settlement is an “opt-out” and non-reversionary settlement, such that Class Members are not required to file a claim form and no portion of the Settlement will revert to Defendants or Cross-Defendants. This is the best possible result that could be obtained given the financial condition and possible insolvency of certain defendants. The Settlement is the product of mediated arms-length negotiations and was reached after extensive investigation and discovery by the parties, including a thorough review of Defendants’ uniform employment policies, Class Members’ time and payroll records during the Class Period, and in-depth interviews with Class Members.

The Settlement is strongly supported by experienced counsel who carefully considered the

1 strength of the claims and Defendants’ defense thereto, as well as the expense, complexity, and
2 risks associated with continued litigation. The Settlement should be preliminarily approved as it
3 satisfies all the criteria for approval under California law and will provide a significant monetary
4 recovery to Class Members in light of the risks of obtaining and maintaining class certification and
5 establishing liability and damages at trial. Lastly, the Class should be conditionally certified for
6 settlement purposes only because all factors for certification are met.

7 **II. PROCEDURAL HISTORY AND SETTLEMENT NEGOTIATIONS**

8 **A. The Pleadings**

9 Plaintiff Granciano filed a Class Action Complaint against Staffpoint and Southwind on
10 March 11, 2014 in the Superior Court of California, County of Los Angeles, alleging claims for
11 (1) Failure to Pay Wages for All Hours Worked (Lab. Code § 1194); (2) Failure to Timely Pay
12 Wages Upon Termination or Resignation (Lab. Code §§ 201 and 202); (3) Failure to Furnish
13 Accurate Wage Statements (Lab. Code § 226(a)); and (4) Unlawful, Deceptive, and/or Unfair
14 Business Practices (Bus. & Prof. Code §§ 17200, *et seq.*). Staffpoint filed a Notice of Appearance
15 on August 28, 2014. Boucher Decl., ¶ 5. Southwind filed its Answer on November 4, 2014. *Id.* ¶ 6.

16 Plaintiff Granciano filed a First Amended Complaint (“FAC”) on May 21, 2015, alleging
17 two more causes of action following discovery; namely, Failure to Pay Overtime Compensation
18 (Cal. Lab. Code § 510) and Failure to Provide Meal Periods (Cal. Lab. Code §§ 226.7 and 512),
19 named Doe Defendant 1 as Alliance, and corrected a typographical error in the proposed class
20 definition. Southwind filed its Answer to the FAC on June 19, 2015, and also filed a Cross-
21 Complaint against Staffpoint, Alliance, and Syal for alleged breach of contract, contractual
22 indemnity, comparative indemnity and contribution, declaratory relief, promissory fraud, and
23 negligent misrepresentation. Boucher Decl., ¶ 7.

24 On July 8, 2015, Plaintiff Granciano filed a Second Amended Complaint (“SAC”) with
25 leave of Court, adding Plaintiff Contreras as an additional named Plaintiff who, like Granciano,
26 seeks relief for alleged violations of California Labor Code section 226(a), but also seeks relief
27 pursuant to PAGA (Cal. Lab. Code §§ 2698, *et seq.*) on behalf of himself and other aggrieved
28 employees. Boucher Decl., ¶¶ 8-9. The SAC was filed after Plaintiff Contreras provided timely

1 notice of his claims to the LWDA on June 3, 2015. *Id.* On August 7, 2015, Southwind answered
2 the SAC. On August 11, 2015, Staffpoint answered the SAC. On September 17, 2015, Alliance
3 answered the SAC. On February 8, 2016, the Court overruled Alliance and Syal’s Demurrer to
4 Southwind’s Cross-Complaint. *Id.* ¶ 9.

5 As a condition of the proposed Settlement, if approved, the parties will file a Third
6 Amended Complaint (“TAC”) adding a claim under the FLSA for release by Class Members who
7 opt-in under the process specified in the Settlement. SA, ¶ 2.2; Boucher Dec., ¶ 10.

8 **B. Discovery**

9 The parties conducted formal discovery, including propounding and responding to written
10 discovery, requesting and producing documents, and taking/providing deposition testimony.
11 Boucher Decl., ¶ 11. The parties have also informally exchanged documents, information, data,
12 calculations, and analyses relating to the claims and defenses at issue. *Id.* ¶¶ 12-13. As a result,
13 counsel for Plaintiffs and Defendants have investigated the law as applied to the facts regarding
14 the alleged claims of Class Members, and alleged defenses of Defendants, and the damages and
15 other monetary relief claimed by Class Members by and through Plaintiffs. *Id.*

16 **C. Mediation and Settlement Efforts**

17 In November 2015, the parties agreed to participate in a private, arm’s-length mediation to
18 explore potential class-wide resolution. Boucher Decl., ¶ 12. Plaintiffs requested and were
19 provided additional documents and information needed to evaluate the class and representative
20 claims, including detailed pay and time records for the entire class as well as exemplars of wages
21 statements. *Id.* ¶ 13. An analysis of Defendants’ informal production and formal discovery
22 responses and production of hundreds of pages of documents enabled Plaintiffs’ counsel to assess
23 the damages exposure value, relative risks, and merits of the alleged claims. *Id.* ¶¶ 13-14.

24 On February 25, 2016, the parties participated in a full day mediation before the Honorable
25 Carl J. West (Ret.), an experienced and well-known class action mediator, and agreed to the terms
26 of a proposed settlement of claims and cross claims. *Id.* ¶ 14. The session was contentious and
27 complicated by issues which were unrelated to the merits of the class and representative claims,
28 namely the financial condition and business status of certain Defendants. *Id.* ¶ 14. Plaintiffs’

1 counsel requested additional details about certain Defendants’ financial condition, which were
2 provided before and at mediation, and confirmed the issues exist. *Id.* The mediation was a success
3 and, after a full-day session and extensive negotiations, as well as debate regarding the likelihood
4 of certification, and the merits of Plaintiffs’ claims and Defendant Southwind’s cross-claims, the
5 parties agreed to the settlement terms memorialized in a binding Memorandum of Understanding.
6 *Id.* ¶ 14.

7 A substantial amount of time passed between the mediation and the filing of this motion
8 due to unanticipated and unusual settlement issues. Between the February 25, 2016 mediation to
9 approximately July, 2017, the parties addressed a significant issue with Defendants’ record-
10 keeping in order to verify and augment the proposed Class List to be used with the proposed
11 settlement, which included substantial efforts by counsel for the parties to resolve with guidance
12 from the Court, and also required Class Counsel’s advancement of litigation costs to Southwind
13 and Alliance each for data processing work they needed to do to complete the Class List, in order
14 to maintain key, favorable features of the terms of the proposed settlement (*i.e.*, notice by U.S.
15 Mail and opt-out settlement not requiring claims process, etc.). *Id.* ¶¶ 15, 17. With that issue
16 resolved, the parties were able to finalize the long-form settlement agreement, confirming that the
17 settlement would **not** require a claims process for unidentified Class Members and that the notice
18 could be mailed out directly to all Class Members identified through Defendants’ records. *Id.*

19 In September 2017, Defendant Alliance advised that it had its corporate status suspended
20 and could not proceed with the settlement until the issue was resolved. Boucher Decl., ¶ 16. That
21 issue was resolved in early December 2017, when Alliance’s corporate status was reinstated. *Id.*
22 All signatures to the long-form settlement agreement were obtained as of January 22, 2018. *Id.*

23 **III. THE SETTLEMENT TERMS**

24 **A. The Settlement Class**

25 The Settlement Class is defined as: All current and former non-exempt employees
26 employed by Southwind Foods, LLC, Staffpoint, LLC, and/or Alliance Professional Business
27 Solutions, Inc. who worked in any of Southwind Foods, LLC’s facilities located in California at
28 any time during the Class Period (March 11, 2010 through May 1, 2016). SA ¶¶ 1.6, 1.8. There are

1 approximately 907 persons within the Settlement Class. *Id.* Plaintiffs also seek to represent a
2 FLSA “opt-in” subclass pursuant to 29 U.S.C. § 216(b). *Id.* 1.21, 1.34(c), 2.2, 2.21.

3 **B. Settlement Terms**

4 The non-reversionary, common-fund settlement provides that Defendants and Cross-
5 Defendants will collectively pay a total of \$750,000 (“Gross Settlement Fund” or “GSF”), and
6 Southwind will additionally pay employer-side payroll taxes, to compensate Plaintiffs and
7 participating Class Members. See SA, ¶¶ 1.23, 2.8, 2.20. Specifically, Southwind will directly pay
8 \$623,500 and its insurance company Travelers Casualty and Surety Company will pay an
9 additional \$50,000 on behalf of Southwind for a total contribution of \$673,500, Alliance will pay
10 \$50,000, Syal will pay \$25,000, and Staffpoint will pay \$1,500. See SA, ¶ 1.23. The funds will be
11 deposited into a bank account established by the Settlement Administrator from which all
12 settlement payments will be made. SA, ¶ 1.44.

13 **C. Settlement Payments**

14 The settlement proposes a modest service award of \$10,000 to each Class Representative
15 for their service to the Class; Class Counsel’s attorneys’ fees up to one-third of the Gross
16 Settlement Fund (\$249,975) and actual litigation costs incurred by Class Counsel; a payment to
17 the LWDA for its 75% share of PAGA penalties (\$7,500); and actual settlement administration
18 expenses (capped at \$14,500 by Simpluris). SA, ¶¶ 1.4-1.5, 1.10, 2.24, 2.25, and 2.27. The amount
19 remaining from the Gross Settlement Fund after paying for these items is referred to as the “Net
20 Settlement Fund” or “NSF” *Id.* ¶ 1.25. Assuming all requested fees, costs, and awards are granted
21 as requested, the parties estimate the NSF to be \$436,025. *Id.*

22 Participating Class Members do not need to submit a claim form or do anything else to
23 receive a settlement payment. SA, ¶ 2.4. Class Members who do not exclude themselves from the
24 settlement will be mailed a settlement check in an amount equal to their *pro rata* share of the net
25 settlement fund based on the total number of compensable workweeks each Class Member worked
26 during the Class Period in proportion to the total number of compensable workweeks worked by
27 all Class Members during the Class Period. *Id.* ¶¶ 1.11, 1.29, 2.21-2.22. A process exists for Class
28 Members to dispute their total number of workweeks worked, as specified in the Class Notice, by

1 submitting supporting documentation or information. *Id.* ¶ 2.16.

2 Settlement checks will be valid for 90 days from date of issuance. SA ¶ 2.21. If a
3 settlement check remains uncashed after 90 days from issuance, the Settlement Administrator will
4 distribute the funds to the California Department of Industrial Relations (“DIR”) Unclaimed
5 Wages Fund together with Class Member information to be held in the employee’s name. *Id.* ¶
6 2.21(a). The DIR will attempt to locate the employee and send a letter to him or her with
7 instructions to obtain the check, and, if unsuccessful in six months, will forward the information
8 and funds directly to the State Controller’s Office, where the money will be held for a minimum of
9 twenty-five (25) years. Good cause exists for the proposed distribution, as it will provide an
10 opportunity for the settlement funds to go to the Class Member after the settlement check expires.
11 For tax purposes, 20% of each Class Member’s settlement payment shall be treated as wages (and
12 reported on a W-2 Form), 40% shall be treated as penalties, and 40% as interest (both reported on
13 a 1099-MISC Form). *See* SA, ¶ 2.21. The Settlement Administrator shall deduct employee-side
14 payroll tax withholdings from the portion of the settlement check allocated to wages. *Id.* ¶ 2.22.
15 The employers’ portion of payroll taxes will be paid by Southwind separately and in addition to
16 the Gross Settlement Fund. *Id.*

17 The settlement provides that the Court shall retain jurisdiction following final approval to
18 enforce the settlement terms, which will allow the Court to receive and consider a funds
19 distribution report following the expiration of the settlement check cashing deadline. SA, ¶ 2.30.

20 **D. The Release of Claims**

21 The settlement provides a limited and narrow release of claims from Class Members. SA ¶
22 1.34. Class Members who do not exclude themselves from the settlement will release all claims
23 asserted in the proposed TAC or that could have been asserted against the Released Defendants
24 based on the facts alleged in the TAC against Defendants under the California Labor Code,
25 California Wage Orders, UCL, PAGA, and FLSA, from March 11, 2010 through May 1, 2016
26 (“Released Claims”). *Id.* ¶ 1.34(a),(b),(d). It does not include unrelated claims for wrongful
27 termination, unlawful harassment, or Workers’ Compensation. *Id.* ¶ 1.34(d). Additionally, any
28 participating Class Member who timely endorses or cashes his or her Individual Settlement

1 Payment check, including either of the Plaintiffs, will thereby be deemed to have opted into the
2 FLSA collective action, and waived and released any claims such FLSA Settlement Class
3 Members may have.

4 As part of the Settlement, the two Class Representative Plaintiffs have agreed to a broader,
5 general release of all known and unknown claims and waiver under Civil Code section 1542. SA.,
6 ¶ 2.11. The broad, general release further supports a request for service payments to them, as the
7 general release was a necessary condition of the settlement. Southwind additionally agrees to
8 release Cross-Defendants Alliance, Staffpoint, and Syal from the cross-claims asserted against
9 them in exchange for their contributions toward the Gross Settlement Fund. *Id.* ¶ 2.12.

10 **IV. PRELIMINARY APPROVAL OF THE SETTLEMENT IS APPROPRIATE**

11 Settlement of a class action requires court approval to prevent fraud, collusion or
12 unfairness to the class. *Dunk v. Ford Motor Co.*, (1996) 48 Cal.App.4th 1794, 1800-01. The
13 purpose of the preliminary evaluation of class action settlements is to determine whether the
14 proposed settlement is within the range of possible approval and whether notice to the class of the
15 settlement terms and conditions and the scheduling of a formal fairness hearing are worthwhile.
16 *Wershba v. Apple Computer Inc.*, (2001) 91 Cal.App.4th 224, 234-35. To determine whether a
17 class settlement is fair, adequate, and reasonable a court must be provided with basic information
18 about the nature and magnitude of the claims in question and the basis for concluding that the
19 consideration being paid for the release of those claims represents a reasonable compromise. *Clark*
20 *v. Am. Residential Services LLC*, (2009) 175 Cal.App.4th 785, 790, 802-03. The trial court must
21 exercise its discretion through the application of several well recognized factors when deciding
22 whether a class action settlement is fair. *Id.* The list of factors, which “is not exhaustive and
23 should be tailored to each case,” includes “the strength of plaintiff s case, the risk expense,
24 complexity and likely duration of further litigation, the risk of maintaining class action status
25 through trial, the amount offered in settlement, the extent of discovery completed and the stage of
26 the proceedings, the experience and views of counsel, the presence of a governmental participant,
27 and the reaction of the class members to the proposed settlement.” *Kullar v. Foot Locker Retail*
28 *Inc.*, (2008) 168 Cal.App.4th 116, 128 (quoting *Dunk, supra*, 48 Cal.App.4th at 1794, 1801). The

1 most important factor the trial court should consider in determining whether to approve a class
2 action settlement is the strength of the case for plaintiff on the merits balanced against the amount
3 offered in settlement. *Munoz v. BCI Coca Cola Bottling Co. of Los Angeles*, (2010) 186
4 Cal.App.4th 399, 408; *Kullar, supra*, 168 Cal.App.4th at 130. In sum, at the preliminary approval
5 stage, the trial court must determine that the settlement was not the product of fraud, overreaching
6 or collusion and that the settlement is fair, reasonable, and adequate. *Nordstrom Comm'n Cases*,
7 (2010) 186 Cal.App.4th 576, 581. Here, the proposed settlement is supported by experienced
8 counsel, extinguishes the risks of continued litigation, provides significant financial recovery to
9 Class Members, and provides a fair and adequate distribution of settlement proceeds to Class
10 Members. Boucher Decl. ¶¶ 18-21, 41-43.

11 **A. The Settlement is the Result of Arm’s-Length and Informed Negotiations**

12 California courts recognize that a “presumption of fairness exists where (1) the settlement
13 is reached through arm’s-length bargaining; (2) sufficient investigation allows counsel and the
14 court to act intelligently; (3) counsel is experienced in similar litigation; and (4) the percentage of
15 objectors is small.” *Dunk, supra*, 48 Cal.App.4th at 1800-02. Here, the settlement objectively
16 meets all these requirements and this Court should give considerable weight to the competency
17 and integrity of the parties’ counsel and the involvement of a respected and experienced neutral
18 mediator.

19 **1. The Settlement is the Product of Arm’s-Length Negotiations**

20 “[W]hat transpired in settlement negotiations is highly relevant to the assessment of a
21 proposed settlement’s fairness.” *State of California v. Levi Strauss & Co.*, (1986) 41 Cal.3d 460,
22 482. Courts presume the absence of fraud or collusion in the negotiation of a settlement unless
23 evidence to the contrary is offered. In short, there is a presumption that the negotiations were
24 conducted in good faith. *Newberg on Class Actions* § 11.51 (“Newberg”) (5th ed. 2011). Here, the
25 settlement is the product of extensive arm’s-length negotiations carried out in an adversarial
26 context. Boucher Decl. ¶¶ 18-21. The parties required months of preparation and a full-day
27 mediation session before coming to a meeting of the minds regarding the basic terms of
28 settlement. *Id.* at ¶¶ 11-21. Moreover, those negotiations were facilitated by retired Judge West, a

1 skilled and very experienced mediator, especially with wage and hour class and representative
2 action cases such as this case. *Id.* at ¶¶ 14, 18. Plaintiffs conducted sufficient investigation which
3 included both formal discovery and an informal pre-mediation data exchange. *Id.* at ¶¶ 11-14, 18-
4 21. Plaintiffs’ counsel ultimately obtained, what they believe to be, all relevant written wage and
5 hour policies and procedures necessary to evaluate Defendants’ employment practices, as well as
6 the Class Member data and time records necessary to analyze potential damages. *Id.* Moreover,
7 interviews with the Plaintiffs provided valuable insight into the nature of Defendants’ day-to-day
8 operations, particularly as each Plaintiff had been a long time employee of Defendants with
9 experience in various positions and on different shifts. *Id.* at ¶¶ 19, 27. The parties’ negotiations
10 were hard-fought and conducted at arm’s-length between experienced counsel while being fully
11 informed of the relative strengths of the claims and defenses thereto, which prompted the parties to
12 reach a compromise in the interest of achieving a complete settlement. *Id.* at ¶¶ 19-21. The extent
13 of the parties’ discovery and investigation should permit the Court to find that all parties were
14 sufficiently informed prior to reaching settlement. *See 7-Eleven Owners for Fair Franchising v.*
15 *Southland Corp.*, (2000) 85 Cal.App.4th 1135, 1150; *see also Dunk, supra*, 48 Cal.App.4th at
16 1802.

17 **2. The Settlement is the Product of Informed Investigation and Discovery**

18 Plaintiffs’ counsel conducted substantial investigation and discovery concerning the
19 claims, defenses, and alleged damages at issue in the lawsuit. Boucher Decl. ¶¶ 11-21. The parties
20 also engaged in extensive negotiations, including an all-day mediation session with Judge West
21 (Ret.) of JAMS, which together with post-mediation efforts culminated in the parties reaching the
22 conditional agreement reflected herein through an arm’s-length bargaining process carried out in
23 an adversarial context following relatively contentious litigation. *Id.*

24 **3. Class Counsel is Highly Experienced and Supports Preliminary**
25 **Approval**

26 Plaintiffs and their counsel are sufficiently familiar with the facts of this case and the
27 applicable federal and state laws to make an informed judgment as to the fairness of the
28 settlement. Boucher Decl., ¶¶ 18-21; Declaration of Sahag Majarian II (“Majarian Decl.”) ¶¶ 2-11.

1 Plaintiffs are represented by competent and highly experienced counsel, and consulted with their
2 counsel prior to the submission of this settlement for preliminary approval. *Id.* at ¶¶ 29-40.
3 Plaintiffs and their counsel believe the settlement is fair, adequate, and reasonable, and was
4 achieved through arm’s-length negotiations that took into account all relevant factors, present and
5 potential. Boucher Decl., ¶¶ 18-21, 38-40; Majarian Decl., ¶¶ 9-11.

6 **B. The Settlement Provides Fair, Reasonable, and Adequate Relief to the Class In**
7 **Light of the Significant Risks and Expense of Further Litigation**

8 Plaintiffs’ discovery, investigation, and analysis confirmed that common policies and
9 procedures gave rise to claims of unpaid regular and overtime wages, meal period violations,
10 improper wage statements, late final pay, and related penalties under the Labor Code.

11 **1. The Settlement Is Within the Range of Reasonableness**

12 In order to determine whether a class settlement is fair, adequate, and reasonable, courts
13 must be provided with “basic information about the nature and magnitude of the claims in
14 question and the basis for concluding that the consideration being paid for the release of those
15 claims represents a reasonable compromise.” *Kullar, supra*, 168 Cal.App.4th at 133; *Clark, supra*,
16 175 Cal.App.4th at 802-03. A settlement is not judged against what might have been recovered
17 had a plaintiff prevailed at trial, nor does the settlement have to provide 100% of the damages
18 sought to be fair and reasonable. *Wershba, supra*, 91 Cal.App.4th at 246, 250. The Gross
19 Settlement Fund of \$750,000 is an excellent result and achieves a substantial benefit to Class
20 Members. In reaching this settlement, Plaintiffs’ counsel carefully considered the case’s strength,
21 weakness, expense, and complexity of achieving and maintaining class certification through trial.
22 Boucher Decl. ¶¶ 38, 41-43. Plaintiffs’ counsel analyzed the merits of the alleged claims and each
23 one presented significant hurdles. *Id.*

24 As set forth in the accompanying declaration, Plaintiffs’ counsel has satisfied the so-called
25 “*Kullar* standard” by providing the Court with a detailed evaluation of the maximum settlement
26 value of the claims that were alleged in this lawsuit. *See* Boucher Decl., ¶¶ 41-43. Accordingly,
27 Plaintiffs’ estimated value of the alleged claims is premised on a potentially inflated “everything
28 goes right” scenario that results in a maximum settlement value of approximately \$2,478,575,

1 excluding interest and liquidated damages. *Id.* In assessing the case, Plaintiffs’ evaluation
2 recognized that the potential damages amount had to be discounted due to Defendants’ defenses to
3 each claim, the likelihood of prevailing on a class certification motion as well as at trial, and on
4 any appeals. *See* Boucher Decl. ¶¶ 18-21, 41-43. Specifically, in assessing the case, Plaintiffs were
5 aware that Defendants raised a number of defenses that presented obstacles to the claims of the
6 class, including the following:

7 (1) *Unpaid Wages Claim*: This claim faced challenges due to the potential individualized
8 issues among Plaintiffs and Class Members’ scheduled hours of work and the fact that Defendants
9 adamantly represent that their timekeeping policies were compliant. Boucher Decl. ¶ 41. An
10 employer may “use a rounding policy for recording and compensating employee time as long as
11 the employer’s rounding policy does not consistently result ... in a failure to pay employees for
12 time worked.” *Alonzo v. Maximus, Inc.*, 832 F.Supp.2d 1122, 1126 (C.D. Cal. 2011) (citation and
13 internal quotation marks omitted). However, the employer must “appl[y] a consistent rounding
14 policy that, on average, favors neither overpayment nor underpayment.” *Id.* (citation omitted); *see*
15 *See’s Candy Shops, Inc. v. Superior Court*, (2012) 210 Cal.App.4th 889, 903. The employer’s
16 rounding policy must be neutral on its face and as applied. *Gillings v. Time Warner Cable LLC*,
17 583 Fed. Appx. 712, 715-16 (9th Cir. 2014).

18 Plaintiffs also allege that Defendants automatically deducted 30 minutes of time for “meal
19 breaks” not received. These practices caused alleged underpayment of wages for regular and/or
20 overtime hours worked. Plaintiffs allege that these policies violated the California Labor Code,
21 including, but not limited to, Labor Code section 510, subdivision (a), which requires employees
22 to be paid not less than one and one-half times their “regular rate of pay” for all hours worked in
23 excess of 8 in a day or 40 in a workweek. For each overtime hour worked, the employee is entitled
24 to an additional one-half the regular rate for hours requiring time and one-half and an additional
25 full rate for hours requiring double time. Defendants allegedly also failed to pay Class Members
26 overtime wages for the uncompensated time described above.

27 (2) *Meal Break Claim*: Defendants assert that Plaintiffs and Class Members were provided
28 meal periods consistent with California law. Moreover, under *Brinker Restaurant Corp. v.*

1 *Superior Court*, (2012) 53 Cal.4th 1004, 1021, employers are not required to “police” meal breaks
2 to ensure that no work is performed. As such, some courts have found that meal period claims are
3 “inherently individualized” and reject class and representative PAGA claims. *See, e.g., Ali v.*
4 *U.S.A. Cab Ltd.*, (2009) 176 Cal.App.4th 1333, 1341. Thus, for purposes of settlement, Plaintiffs
5 realistically had to discount the value of this claim due to both merits and certification defenses.
6 Boucher Decl. ¶ 41.

7 (3) *Wage Statement Claim*: To the extent this claim is based on underlying meal, minimum
8 wage, and overtime wage claims, it would be subject to the same merits and certification defenses
9 as those claims. Boucher Decl. ¶ 41. Also, Defendants would assert additional defenses based on
10 the additional requirements to establish liability for penalties under Labor Code section 226.

11 (4) *Waiting Time Penalties Claim*: Plaintiffs’ Labor Code section 203 penalty claim is
12 derivative of the wage claims. Defendants therefore will likely assert the same defenses to this
13 claim. Plaintiffs’ claim also requires a showing that the employers’ violation of this law was
14 “willful” in that the employers intentionally failed or refused to perform an act which was required
15 to be done. Boucher Decl. ¶ 41. Plaintiffs also discounted this claim because a good faith dispute
16 whether wages are due would prevent the imposition of waiting time penalties. *Id.*

17 (5) *PAGA Penalties Claim*: The amount attributed to civil penalties is reasonable. Where
18 settlements “negotiate a good faith amount” for PAGA penalties and “there is no indication that
19 this amount was the result of self-interest at the expense of class members,” such amounts are
20 generally considered reasonable. *Hopson v. Hanesbrands Inc.*, 2009 WL 928133, at *9 (N.D. Cal.
21 2009). Here, the parties negotiated a good faith amount of \$10,000 for PAGA penalties, 75% of
22 which (\$7,500) will be paid to the LWDA with 25% (\$2,500) to be distributed to Class Members.
23 SA ¶ 2.25. The amount allocated to PAGA penalties is within the range approved by courts.
24 *Hopson, supra*, 2009 WL 928133, at *1 [approving a PAGA payment of 0.3% or \$1,500]; *see*
25 Boucher Decl. ¶ 41.

26 (6) *FLSA Claims*: The FLSA provides that “no employer shall employ any of his
27 employees ... for a workweek longer than forty hours unless such employee receives compensation
28 for his employment in excess of the hours above specified at a rate of not less than one and one-

1 half times the regular rate at which he is employed.” 29 U.S.C. § 207(a). It provides for payment
2 of lost wages and an additional equal amount as liquidated damages. However, the FLSA overtime
3 claim is already covered by the California overtime claim as the release is limited to alleged labor
4 code violations that occurred during the relevant time period. Also, only Class Members who opt
5 in to the settlement will be covered by the FLSA release.

6 In light of the claims and defenses, the parties faced considerable uncertainty. Where both
7 sides face significant uncertainty, the attendant risks favor settlement. *Hanlon v. Chrysler Corp.*,
8 150 F.3d 1011, 1026 (9th Cir. 1998). Even if “the relief afforded by the proposed settlement is
9 substantially narrower than it would be if the suits were to be successfully litigated,” that is no bar
10 to settlement because “the public interest may indeed be served by a voluntary settlement in which
11 each side gives ground in the interest of avoiding litigation.” *Id.* at 250 (quoting *Air Line*
12 *Stewards, Local 550 v. American Airlines, Inc.*, 455 F.2d 101, 109 (7th Cir. 1972).)

13 The settlement of \$750,000 represents approximately 30% of the potential maximum
14 recovery, which is an excellent result for the class. Boucher Decl. ¶ 42; Majarian Decl. ¶ 9-11.
15 While deliberating upon the proposed settlement, Plaintiffs acknowledged that a substantial risk of
16 non-certification and not prevailing on the merits existed as to some or all claims. Boucher Decl.
17 ¶¶ 18-21, 41-43. Further, since this litigation began, Defendants denied liability and contend that
18 they followed all applicable laws with respect to Plaintiffs’ and Class Members’ employment.
19 Boucher Decl., ¶ 18-21, 41-43. Additionally, to the extent Plaintiffs’ claims were subject to illegal
20 policies or procedures during their employment, Defendants would likely raise an affirmative
21 defense that Plaintiffs’ claims were individualized and in no way representative of other
22 employees. Plaintiffs’ counsel considered the parties’ conflicting evidence, which may ultimately
23 lead to a jury substantially undercutting the projected value of the claims or eliminating them
24 altogether.

25 By contrast, the settlement will provide a fair and reasonable recovery to the entire class
26 without further delay or risk. Boucher Decl. ¶¶ 21, 41-43. While the settlement represents a
27 discount on Plaintiffs’ estimate of the overall exposure to Defendants, it represents an extremely
28 reasonable compromise considering the substantial risks Plaintiffs would face in seeking class

1 certification and establishing liability on all claims against Defendants. Boucher Decl. ¶¶ 21, 41-
2 43. The settlement commits Defendants to an amount that will provide Class Members with a
3 significant financial recovery and extinguish the risks attendant to continued litigation, and any
4 appeals that would likely be filed following a class certification decision or judgment in Plaintiffs’
5 favor. *Id.* Such efforts by Defendants would likely result in a delay of several years before this
6 case could finally be resolved, whereas the settlement provides Class Members with a significant
7 and timely recovery. *Id.* Thus, given the existing attendant risks, preliminary approval of the
8 proposed settlement is appropriate because it will provide certain tangible monetary relief to Class
9 Members in the near future, in lieu of an uncertain outcome given the aforementioned risks. *Id.*

10 **2. The Scope of Released Claims Is Appropriately Limited**

11 The released claims share a reasonable nexus with the alleged violations in both substance
12 and time. “Any attempt to include in a class settlement terms which are outside the scope of the
13 operative complaint should be closely scrutinized by the trial court to determine if the plaintiff
14 genuinely contests those issues and adequately represents the class.” *Trotsky v. Los Angeles Fed.*
15 *Sav. & Loan Ass’n*
16 (1975) 48 Cal.App.3d 134, 148. Here, the Class Members’ release is narrowly tailored in scope,
17 both in terms of the governed claims and time period. SA ¶ 1.34. It only releases claims that were
18 pled in the proposed TAC or that could have been pled based on specific factual allegations in the
19 operative complaint during the Class Period. *Id.*

20 **3. The Settlement Provides For Reasonable Attorneys’ Fees and Costs**

21 Plaintiffs’ counsel will submit a detailed summary of fees and costs at the time of filing the
22 Motion for Final Approval. Boucher Decl. ¶ 48. At the Final Approval hearing, the Court will
23 have discretion to approve what it believes to be an appropriate fee award under the circumstances
24 of this case. Public policy promotes approval of reasonable fee requests since “[t]he function of an
25 award of attorney’s fees is to encourage the bringing of meritorious ... claims which might
26 otherwise be abandoned because of the financial imperatives surrounding the hiring of competent
27 counsel.” *City of Riverside v. Rivera*, (1986) 477 U.S. 561, 578 (internal quotes and cites omitted).

28 In this settlement, Defendants agree not to oppose or object to any application or motion

1 by Class Counsel for attorneys' fees not to exceed Two Hundred Forty Nine Thousand Nine
2 Hundred and Seventy Five Dollars (\$249,975) and actual costs Class Counsel incurred. SA ¶ 2.24.
3 Plaintiffs believe the attorneys' fees and reimbursement of litigation costs request is supported by
4 the significant amount of work performed by Plaintiffs' counsel, the costs invested, the size of the
5 settlement and benefits to Class Members, as well as the future commitments to ensure that the
6 settlement terms are fulfilled. *Id.* ¶ 2.24; Boucher Decl. ¶ 48.

7 **4. Plaintiffs Seek Reasonable Service Awards**

8 Plaintiffs each seek a Service Award of \$10,000. SA ¶ 2.23; Boucher Decl. ¶¶ 44-47.
9 Service payments to representative plaintiffs in class action settlements compensate them for their
10 "efforts in bringing the lawsuit." *Bell v. Farmers Ins. Exchange*, (2004) 115 Cal.App.4th 715, 726.
11 "Since without a named plaintiff there can be no class action, such compensation as may be
12 necessary to induce him to participate in the suit." *Clark, supra*, 175 Cal.App.4th at 804. "[T]he
13 rationale for making enhancement or incentive awards to named plaintiffs is that they should be
14 compensated for the expense or risk they have incurred in conferring a benefit on other members
15 of the class." *Id.* at 806. "An incentive award is appropriate 'if it is necessary to induce an
16 individual to participate in the suit.'" *Cellphone Termination Fee Cases*, (2010) 186 Cal.App.4th
17 1380, 1394 (quoting, *Clark, supra*, 175 Cal.App.4th at 804). For purposes of preliminary
18 approval, the requested service awards do not significantly reduce the total amount of the GSF and
19 is appropriate in light of Plaintiffs' personal investment of time and risk each undertook in this
20 litigation for the benefit of Class Members. Boucher Decl. ¶¶ 44-47.

21 **C. Class Counsel Has Substantial Experience Litigating Similar Complex** 22 **Matters And Settlement Was Reached With A Neutral Mediator's Assistance**

23 Plaintiffs' counsel has significant experience litigating complex class action, representative
24 action, and mass action matters and thus is in the position to fairly assess the claims in the action
25 and fairness of the settlement. Boucher Decl. ¶¶ 29-40; Majarian Decl., ¶¶ 2-5. The settlement also
26 involved an experienced, neutral mediator. *Id.* ¶¶ 12, 14, 18, 39. These factors weigh in favor of
27 preliminary approval of the settlement. *See Kullar, supra*, 168 Cal.App.4th at 130.
28

1 **V. PROVISIONAL CERTIFICATION OF THE CLASS IS APPROPRIATE**

2 Plaintiffs' request that the Court enter an Order conditionally certifying the proposed class
3 for settlement purposes. As detailed below, the proposed settlement satisfied the requirements for
4 class certification pursuant to Code of Civil Procedure § 382. Plaintiffs' substantive claims arise
5 from Defendants' alleged failure to comply with multiple provisions of the California Labor Code
6 and IWC Wage Order No. 4. *See generally*, SAC. Defendants agreed not to oppose provisional
7 class certification for settlement purposes only. SA, ¶ 2.1.

8 Provisional certification is appropriate at the preliminary approval stage where, as here, the
9 Court has not yet certified the class and the requirements for certification are met. *Newberg* §
10 11:22 (5th ed. 2011). To certify a settlement class, the Court must find the two primary
11 requirements for maintaining a class action: (i) there must be an ascertainable class; and (ii) there
12 must be a well-defined community of interest in the questions of law and fact involving the parties
13 to be represented. *Dunk, supra*, 48 Cal.App.4th at 1806; *Vasquez v. Superior Court*, (1971) 4
14 Cal.3d 800, 805-09. "The 'community of interest' term embodies three factors: (1) predominant
15 common questions of law or fact; (2) class representatives with claims or defenses typical of the
16 class; and (3) class representatives who can adequately represent the class." *Brinker, supra*, 53
17 Cal.4th at 1021.

18 **A. The Class Meets the Elements of Class Certification**

19 **1. The Class is Ascertainable and Sufficiently Numerous**

20 The proposed Settlement Class consists of approximately 907 members. Boucher Decl., ¶
21 24. This satisfies the numerosity requirement. *See Rose v. City of Hayward*, (1981) 126
22 Cal.App.3d 926, 934. The class definition is sufficiently specific to enable the parties, Class
23 Members, and the Court to determine the parameters of the class. *Id.* ¶ 24. Additionally, the Class
24 Members are ascertainable as Defendants were able to reference their own employment and
25 payroll records to provide data about the Class Members. *Id.* ¶ 24. This is so even where, as here,
26 Defendants Southwind and Alliance required Plaintiffs' counsel's advancement of the cost
27 associated with certain data entry work needed to generate the Class List necessary for settlement.
28

1 **3. Plaintiffs’ Claims are Typical of the Claims of the Class**

2 A class representative’s claims need only be “significantly similar” to other members, not
3 “identical.” *See B.W.I. Custom Kitchen v. Owens-Illinois, Inc.*, (1987) 191 Cal.App.3d 1341, 1347.
4 A “typical” claim arises from the same events, practices or courses of conduct that give rise to the
5 claims of other class members, and is based on the same legal theories. *Classen v. Weller*, (1983)
6 145 Cal.App.3d 27, 46. Here, Plaintiffs’ claims are typical of the class because they were each
7 employed by Defendants in California as non-exempt employees and were subject to the same
8 allegedly non-compliant policies and procedures implemented by Defendants and applicable to the
9 class during the Class Period. Boucher Decl., ¶ 27.

10 **4. The Adequacy Requirement is Met**

11 To be “adequate,” class representatives must have counsel “qualified to conduct the
12 proposed litigation” and no disabling conflict of interest. *McGhee v. Bank of Am.*, (1976) 60
13 Cal.App.3d 442, 450. This case meets both requirements. “[O]nly a conflict that goes to the very
14 subject matter of the litigation will defeat a party’s claims of representative status.” *Richmond v.*
15 *Dart Industries, Inc.*, (1981) 29 Cal.3d 462, 470. In this case, Plaintiffs have no conflicts of
16 interest with the class. Boucher Decl., ¶ 28, Majarian Decl., ¶ 6. Throughout the pendency of this
17 litigation, Plaintiffs have worked closely with Class Counsel and assisted at every stage, provided
18 relevant documents and information, and remained actively involved throughout the settlement
19 process. Boucher Decl., ¶ 28. In addition, Plaintiffs’ interests are co-extensive with those of the
20 class and seek relief identical to that of every other Class Member. Furthermore, Plaintiffs’
21 counsel are qualified and experienced in complex employment and class action litigation similar to
22 the instant case. Boucher Decl. ¶¶ 29-40 and Exhibits 2-3; Majarian Decl. at ¶¶ 2-5.

23 **5. A Class Action is the Superior Method of Adjudication**

24 Absent class treatment, similarly situated employees with small, but nevertheless
25 potentially meritorious claims for damages, would, as a practical matter, have no means of redress
26 because of the time, effort, and expense required to prosecute individual actions. *See Vasquez,*
27 *supra*, 4 Cal.3d at 808. Thus, this Court’s use of the class action device enables it to manage this
28 litigation in a manner that serves the economics of time, effort, and expense for the litigants and is

1 superior to other available methods of resolution.

2 **VI. THE FLSA SUBCLASS SATISFIES THE REQUIREMENTS OF 29 U.S.C. § 216(B)**

3 Plaintiffs propose an “opt-in” FLSA collective claim that should be conditionally certified
4 for settlement, given that Plaintiffs and subclass members are all similarly situated, having a *bona*
5 *fide* dispute over underpayment of overtime compensation based on the Defendant employers’ pay
6 policies. *Edwards v. City of Long Beach*, 467 F.Supp.2d 986, 990 (C.D. Cal. 2006) [named
7 plaintiff need only show his position is similar to class members to conditionally certify a class
8 under FLSA]. Members of the FLSA collective claim are those Settlement Class members who
9 timely endorse their settlement checks and thereby opted into the action for FLSA. SA § 2.21(b).

10 **VII. THE PROPOSED CLASS NOTICE TO CLASS MEMBERS IS ADEQUATE**

11 In order to protect the rights of absent class members California Rules of Court, Rule
12 3.769(f) requires that class members be provided with notice of the final approval hearing as well
13 as an explanation of the proposed settlement and objection procedures. Procedural due process
14 does not guarantee any particular procedure but rather requires only notice reasonably calculated
15 to apprise interested parties of the pendency of the action affecting their interests and an
16 opportunity to present their objections. *Ryan v. California Interscholastic Fed’n - San Diego*
17 *Section*, (2001) 94 Cal.App.4th 1048, 1072. A class notice that meets this standard and is neutrally
18 worded satisfies due process. *Phillips Petroleum Co. v. Shutts*, (1985) 472 U.S. 797, 812.

19 **A. The Class Notice is Accurate and Informative**

20 The proposed Class Notice will be sent to Class Members in a timely fashion and provides
21 all the information a reasonable person would need to make a fully informed decision about the
22 settlement. *See* Exhibit “A” to SA. The Class Notice summarizes the lawsuit, including the
23 contentions and denials of the parties, the proceedings to date, and explains the terms and
24 conditions of the settlement in plain language in an informative and coherent manner. *Id.* It also
25 fully informs Class Members of their rights and options as Class Members (*i.e.*, rights to object, to
26 exclude oneself from the settlement or to do nothing to receive his or her *pro rata* share of the
27 settlement), as well as explains the consequences of exercising those options. *Id.* The Class Notice
28 makes clear that each Class Member will receive an Individual Settlement Payment unless he or

1 she opts out of the settlement and explains the process for doing so. *Id.*

2 **B. The Notice Plan Satisfies Due Process**

3 There is no statutory or due process requirement that all class members receive actual
4 notice and as the Court of Appeals has explained, “the notice given should have a reasonable
5 chance of reaching a substantial percentage of the class members.” *Cartt v Superior Court*, (1975)
6 50 Cal.App.3d 960, 973-74. The Judicial Council of California’s Deskbook on the Management of
7 Complex Civil Litigation (Matthew Bender 2003), notes that individual notice by mail is preferred
8 when possible and dissemination of combined certification/settlement notice is a common and
9 accepted practice. *In re Vitamin Cases*, (2003) 107 Cal.App.4th 820, 828. Here, the proposed
10 notice plan is consistent with class notices approved in state and federal courts, and is the best
11 notice practicable, and the method of dissemination is likely to give the best actual notice to the
12 greatest number of Class Members. Boucher Decl., ¶ 17. In accordance with the settlement, the
13 Settlement Administrator will send each Class Member a Notice Packet consisting of the Class
14 Notice in English and Spanish, and a self-addressed, stamped envelope for communications with
15 the Settlement Administrator, via United States First Class mail. SA, ¶¶ 1.26-1.27, 2.15(c). The
16 Class Notice will also be posted to a settlement website along with relevant documents from the
17 case including the operative complaint, settlement agreement, and notice of final judgment to be
18 given to the class. SA, ¶ 2.28.

19 If any Class Notice is returned as undeliverable on or before the 60-day response deadline,
20 the Settlement Administrator will promptly mail to any forwarding address affixed to the
21 envelope, or, if none, attempt reasonable efforts to obtain an updated mailing address within five
22 (5) business days of the date of the return of the Notice. If an updated mailing address is identified,
23 the Settlement Administrator will resend the Class Notice to the Class Member to any new or
24 different address obtained, and those Class Members will have an additional 14 calendar days
25 during which to “respond”, *i.e.*, to request exclusion or object, if desired. SA, ¶ 2.15(d). The
26 Settlement Administrator will provide to Class Counsel a list of all Class Members who have
27 either objected or requested exclusion no later than 14 calendar days after the Response Deadline,
28 and Class Counsel will timely notify the Court of same. *Id.* ¶¶ 2.17-2.18.

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VIII. CONCLUSION

For all of the foregoing reasons, Plaintiffs respectfully request that this Court grant preliminary approval of the settlement.

DATED: February 23, 2018

Respectfully submitted,

BOUCHER LLP

By:



RAYMOND P. BOUCHER
SHEHNAZ M. BHUJWALA
NEIL M. LARSEN

LAW OFFICES OF SAHAG MAJARIAN II
SAHAG MAJARIAN II

Attorneys for Plaintiffs and the Putative Class

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PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

At the time of service, I was over 18 years of age and not a party to this action. I am employed in the County of Los Angeles, State of California. My business address is 21600 Oxnard Street, Suite 600, Woodland Hills, CA 91367-4903.

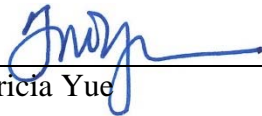
On February 23, 2018, I served true copies of the following document(s) described as **NOTICE OF MOTION AND MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT; MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT THEREOF** on the interested parties in this action as follows:

SEE ATTACHED SERVICE LIST

BY ELECTRONIC SERVICE: Pursuant to Court Order Authorizing Electronic Service, I provided the document(s) listed above electronically on the CASE ANYWHERE Website to the parties on the Service List maintained on the CASE ANYWHERE Website for this case, or on the attached Service List. Case Anywhere is the on-line e-service provider designated in this case.

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

Executed on February 23, 2018, at Woodland Hills, California.


Tricia Yue

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SERVICE LIST
Granciano v. Southwind Foods, LLC, et al.
Case No. BC538900

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