

1 **BRADLEY/GROMBACHER, LLP**

2 Marcus J. Bradley (SBN 174156)
3 Kiley L. Grombacher (SBN 245960)
4 Lirit A. King (SBN 252521)
5 31365 Oak Crest Drive, Suite 240
6 Westlake Village, California 91361
7 Telephone: (805) 270-7100
8 Facsimile: (805) 270-7589
9 mbradley@bradleygrombacher.com
10 kgrombacher@bradleygrombacher.com
11 lking@bradleygrombacher.com

8 **LAW OFFICES OF SAHAG MAJARIAN II**

9 Sahag Majarian, (SBN 146621)
10 18250 Ventura Boulevard
11 Tarzana, California 91356
12 Telephone: (818) 609-0807
13 Facsimile: (818) 609-0892
14 E-Mail: saha~~g~~ii@aol.com

13 Attorneys for Plaintiff and the Proposed Class

14 UNITED STATES DISTRICT COURT
15 EASTERN DISTRICT OF CALIFORNIA

17 LUIS M. SALAS RAZO, on his own behalf
18 and on behalf of all others similarly situated,

19 Plaintiff,

20 vs.

21 AT&T MOBILITY SERVICES, LLC, a
22 Delaware Corporation; and Does 1
23 through 100, inclusive,

24 Defendants.

CASE NO. 1:20-cv-00172-JLT-HBK

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

Date: March 22, 2022
Time: 9:00 AM
Courtroom: 4

Assigned Judge: Hon. Jennifer L.
Thurston
Assigned Mag. Judge: Hon. Helena M. Barch-
Kuchta

Complaint filed: August 27, 2019
Removed: January 31, 2020

TABLE OF CONTENTS

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

I. INTRODUCTION 1

II. FACTUAL AND PROCEDURAL BACKGROUND..... 2

 A. Plaintiff’s Claims and Relevant Background..... 2

 B. Settlement Negotiations. 4

III. SUMMARY OF SETTLEMENT 4

 a. The Proposed Class 4

 b. Settlement Terms 4

IV. CONDITIONAL CERTIFICATION SHOULD BE GRANTED 10

 A. Rule 23(a) Class Requirements are Met..... 10

V. THE SETTLEMENT SHOULD BE PRELIMINARILY APPROVED..... 14

 A. Court Approval Under Rule 23 Should be Granted..... 14

 B. The Settlement Resulted From Arm’s-Length Negotiations. 15

 C. The Benefits Of The Proposed Settlement And Risks Of Continued
 Litigation..... 16

VI. THE COURT SHOULD APPROVE THE PAGA SETTLEMENT..... 19

VII. NATURE AND METHOD OF NOTICE 21

 A. Data to Administrator and Notice Mailing..... 21

 B. The Notice Method Meets the Requirements of Rule 23..... 21

VIII. CONCLUSION 22

TABLE OF AUTHORITIES

Cases

1		
2	Cases	
3	<i>Advertising Specialty Nat'l Asso. v. Federal Trade Com. (1st Cir. 1956)</i>	10
4	<i>Allen v. American Multi-Cinema Inc., Case No. RG-11-585502</i>	19
5	<i>Amchem Prods., Inc. v. Windsor</i>	12
6	<i>Armstrong v. Davis</i>	11
7	<i>Atempa v. Pama Inc., Case No. 37-2013-00058208-CU-OE-CTL</i>	19
8	<i>Brinker Restaurant Corp. v. Superior Court</i>	13
9	<i>Childers v. Anthony Shenouda Inc., Case No., BC517798</i>	19
10	<i>Chu v. Wells Fargo Investments, LLC, 2011 U.S. Dist</i>	20
11	<i>Class Plaintiffs v. City of Seattle(9th Cir. 1992)</i>	14
12	<i>Doninger v. Pac. Nw. Bell, Inc., (9th Cir.1977)</i>	10
13	<i>Early v. Superior Court, (2000) 79 Cal.App.4th</i>	5
14	<i>Ferra v. Loews Hollywood Hotel, LLC</i>	18
15	<i>Gatreaux v. Pierce (7th Cir. 1982)</i>	14
16	<i>Grant v. Capital Mgmt. Servs., L.P.</i>	13
17	<i>Hanlon v. Chrysler Corp.</i>	11
18	<i>Kim v. Reins Int'l Cal., Inc.</i>	20
19	<i>Lazarin v. Pro Unlimited, Inc.</i>	13
20	<i>Leyva v. Medline Indus. (9th Cir.2013)</i>	13
21	<i>Magadia v. Wal-Mart Assocs.</i>	20
22	<i>Nat'l Rural Telecommunication cooperative v. Directv, Inc.(C.D.Cal. 2004)</i>	15
23	<i>Nordstrom Commissions Cases (2010) 186 Cal.App.4th</i>	20
24	<i>Rodriguez v. Hayes</i> ,.....	11
25	<i>Rodriguez v. West Publishing Corp. (9th Cir. 2009)</i>	15
26	<i>Samuel Wallack, et al. v. AT&T Mobility Services, LLC (Case No. CVISB2117915)</i>	1, 3
27	<i>Smith v. Am. Greetings Corp.,2016 U.S. Dist</i>	20
28	<i>Staton v. Boeing, 327 F.3d 938 (9th Cir. 2003)</i>	5
	<i>United Steel, Paper & Forestry, Rubber, Mfg. Energy v. Conoco Phillips Co.(9th Cir. 2010)</i>	10
	<i>Williams v. Superior Court</i>	20
	<i>Willner v. Manpower Inc., 2015 U.S. Dist</i>	20

Statutes

1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18	Cal. Lab. Code § 2699.....	19
19	Cal. Lab. Code § 2699(e)(2)	18
20	Cal. Bus. & Prof. Code § 17200	9
21	Cal. Civ. Code §1542.....	9
22	Cal. Lab. Code § 218.5.....	5
23	Cal. Lab. Code § 2699(l)(2).....	19
24	Cal. Lab. Code § 2699(i).....	20

Other Authorities

1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		
26		
27		
28		
	Hanlon, 150 F.3d at 1026.....	14
	Hanlon, 150 F.3d at 1027	15
	Heritage Bond Litigation, 2005 WL 1594403 (C.D. Cal. 2005).....	14
	In re Surebeam Corp. Secs. Litig., 2004 WL 5159061	12
	Manual for Complex Litigation, Fourth, § 22.661 at 438 (2004)	14
	Manual of Complex Litigation, Fourth Ed.....	14
	Newberg, 2 Newberg on Class Actions §8.32	21
	Officers for Justice, supra, 688 F.2d 615, 625	15

Rules

1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		
26		
27		
28		
	Fed. R. Civ. P. 23(b)(3).....	12

1 Plaintiff Luis M. Salas Razo, by and through his attorneys of record, seeks preliminary
2 approval of the class action and PAGA settlement in the above-entitled Action as outlined in the
3 Class Action and PAGA Settlement Agreement (“Settlement Agreement,” “Settlement,” or
4 “Agreement”) individually, on behalf of all others similarly situated, and on behalf of the State of
5 California.¹

6 I. INTRODUCTION

7 This is a wage and hour class action and representative action initially brought on behalf of
8 all non-exempt employees who worked for Defendant AT&T Mobility Services, LLC, (“AT&T”) in
9 California at any time from August 27, 2015 through the date that judgment is entered. ECF No.
10 41, ¶¶ 3–4. While this matter was pending, Defendant settled *Samuel Wallack, et al. v. AT&T*
11 *Mobility Services, LLC* (Case No. CVISB2117915)—a separate class and representative action
12 pending before the Hon. David Cohn of the Superior Court of California, County of San Bernardino
13 and asserting the same claims as alleged here on behalf of “[a]ll persons who worked for AT&T
14 Mobility Services LLC in the State of California, while classified as non-exempt, at any time from
15 August 1, 2015 to November 1, 2021.” ECF No. 50. As the Parties agree that the *Wallack*
16 settlement is likely to receive final approval, they turned their attention towards fully, finally, and
17 forever settling the claims that will remain in this Action post-*Wallack*.

18 Plaintiff and Defendant have thus agreed to a class-wide, non-reversionary settlement of the
19 Action in exchange for a release of claims from all persons who worked for AT&T Mobility
20 Services LLC in the State of California, while classified as non-exempt, at any time from November
21 2, 2021, to the date the Court grants preliminary approval of this Settlement (“Class Members”).
22 The Settlement Agreement provides for a non-reversionary settlement in the amount of
23 \$575,000.00 (“Gross Settlement Amount”), inclusive of all payments to the Class Members and
24 Aggrieved Employees, the California Labor and Work Force Development Agency (“LWDA”),
25 Class Counsel, the Settlement Administrator and the Named Plaintiff. Assuming no modifications

26
27 ¹ The Settlement Agreement is attached to as Exhibit 1 to the declaration of Kiley L. Grombacher that is filed
28 and served concurrently herewith. This Motion incorporates by reference the definitions in the Settlement Agreement. To the extent the terms are defined in the Settlement Agreement, all defined terms contained herein shall have the same meaning as set forth in the Settlement Agreement.

1 are made, the class members will receive, on average, a net settlement payment of \$85. The Parties
2 have reached the proposed settlement after considerable investigation, extensive formal and
3 informal discovery, and an in-depth investigation and analysis into the facts and legal issues raised
4 in this Action. At all times, the Parties' negotiations were adversarial, non-collusive, and at arm's
5 length.

6 The Settlement is strongly supported by experienced counsel who carefully considered the
7 strength of asserted claims, AT&T's defenses thereto, as well as the expense, complexity, and risks
8 associated with continued litigation. The proposed Settlement is an "opt-out" and non-reversionary
9 settlement, such that Class Members are not required to file a claim form and no portion of the
10 Settlement will revert to AT&T. Moreover, all aggrieved employees will receive a PAGA payment
11 regardless of whether they chose to opt out of the class settlement. The Settlement is reflective of
12 the strengths and vulnerabilities of Plaintiff's case, the risks of class certification, as well as the
13 risks of proceeding on the merits of the claims. When taking these risks into account, the proposed
14 Settlement is in the best interests of the Class and the State of California. Therefore, Plaintiff
15 respectfully requests that the Court grant preliminary approval of the Settlement, approve the
16 Class Notice, appoint Atticus Administration, LLC, as the Settlement Administrator, appoint
17 Plaintiff as the Class Representative, appoint Plaintiff's counsel as Class Counsel, and schedule a
18 Final Approval Hearing.

19 **II. FACTUAL AND PROCEDURAL BACKGROUND**

20 **A. Plaintiff's Claims and Relevant Background.**

21 Plaintiff is a former non-exempt employee of AT&T Mobility Services. He alleges that
22 AT&T (a) failed to pay him and the Class for all hours worked, including minimum and overtime
23 wages; (b) omitted certain types of remuneration from its regular rate of pay calculations; (c) failed
24 to provide meal and rest periods; (d) failed to pay him and the Class a penalty equivalent to one
25 hour of their regular rate of compensation whenever that worker missed a meal or rest period; (e)
26 issued unlawful wage statements; (f) failed to timely pay wages; and (g) committed unfair business
27 practices.

28 On May 29, 2019, Razo submitted a written notice of his intent to file a civil action to

Explore Litigation Insights

Docket Alarm provides insights to develop a more informed litigation strategy and the peace of mind of knowing you're on top of things.

Real-Time Litigation Alerts



Keep your litigation team up-to-date with **real-time alerts** and advanced team management tools built for the enterprise, all while greatly reducing PACER spend.

Our comprehensive service means we can handle Federal, State, and Administrative courts across the country.

Advanced Docket Research



With over 230 million records, Docket Alarm's cloud-native docket research platform finds what other services can't. Coverage includes Federal, State, plus PTAB, TTAB, ITC and NLRB decisions, all in one place.

Identify arguments that have been successful in the past with full text, pinpoint searching. Link to case law cited within any court document via Fastcase.

Analytics At Your Fingertips



Learn what happened the last time a particular judge, opposing counsel or company faced cases similar to yours.

Advanced out-of-the-box PTAB and TTAB analytics are always at your fingertips.

API

Docket Alarm offers a powerful API (application programming interface) to developers that want to integrate case filings into their apps.

LAW FIRMS

Build custom dashboards for your attorneys and clients with live data direct from the court.

Automate many repetitive legal tasks like conflict checks, document management, and marketing.

FINANCIAL INSTITUTIONS

Litigation and bankruptcy checks for companies and debtors.

E-DISCOVERY AND LEGAL VENDORS

Sync your system to PACER to automate legal marketing.