

SUPERIOR COURT OF CALIFORNIA
COUNTY OF SANTA CLARA

ALICIA ROSALES,

Plaintiff,

v.

LOOMIS ARMORED US, LLC, et al.,

Defendants.

Case No.: 18CV326826

**ORDER CONCERNING
PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF
CLASS/PAGA SETTLEMENT**

This is a putative class and Private Attorneys General Act ("PAGA") action on behalf of employees of defendant Loomis Armored US, LLC. Plaintiff alleges wage and hour violations, and also failures to provide compliant disclosure and authorization forms for background checks. Before the Court is Plaintiff's motion for preliminary approval of a settlement, which is unopposed. As discussed below, the Court GRANTS the motion.

I. BACKGROUND

A. Factual

As alleged in the operative complaint, Plaintiff worked for Loomis as a non-exempt, hourly employee from 2012 until she was terminated in April 2017. (First Amended Complaint (FAC), ¶ 23.) Loomis performed a background investigation on her and other applicants, but did not provide compliant disclosure and authorization forms because the forms that Loomis used

1 contained extraneous and superfluous language, and were part of a seven-page employment
2 application that did not consist solely of the disclosure. (*Id.*, ¶¶ 24–25.)

3 In addition, Plaintiff and other employees regularly started work before their scheduled
4 hours and were not paid for this time. (FAC, ¶ 27.) They also worked unpaid time at the end of
5 their shifts because Defendant’s buildings are locked at the end of the day and employees had to
6 wait to be let out, usually as a group, or to escort others out of the building. (*Ibid.*) Plaintiff and
7 the putative class were not provided with compliant meal and rest periods. (*Id.*, ¶¶ 32–35.) As a
8 result of these violations, Loomis’s wage statements did not reflect the accurate hours worked
9 and meal and rest period premiums owed. (*Id.*, ¶¶ 36–39.)

10 Based on these allegations, Plaintiff assert claims against Loomis on behalf of putative
11 classes of employees and job applicants for: (1) failure to provide proper disclosure in violation
12 of the Fair Credit Reporting Act (“FCRA”), 15 United States Code section 1681b(b)(2)(A);
13 (2) failure to give proper summary of rights in violation of the FCRA, 15 United States Code
14 section 1681d(a)(1) and g(c); (3) failure to make proper disclosure in violation of the
15 Investigative Consumer Reporting Agencies Act (“ICRAA”), Civil Code section 1786 et seq.;
16 (4) failure to make proper disclosure in violation of the Consumer Credit Reporting Agencies
17 Act (“CCRAA”), Civil Code section 1785 et seq.; (5) failure to provide meal periods; (6) failure
18 to provide rest periods; (7) failure to pay hourly and overtime wages; (8) failure to provide
19 accurate written wage statements; (9) failure to timely pay all final wages; and (10) unfair
20 competition. Plaintiffs also brings: (11) a representative claim for civil penalties under PAGA.

21 **B. Procedural**

22 Loomis removed this action to federal court shortly after it was filed in 2018. It then
23 filed a motion for judgment on the pleadings or to strike and a motion to transfer venue to Texas.
24 Plaintiff filed a motion to remand the action to state court. The parties agreed to stay all three
25 motions pending mediation in August 2019. They succeeded in achieving a settlement and
26 stipulated to remand the case to this Court in order to avoid any uncertainty regarding the federal
27 court’s jurisdiction. The federal district court issued an order remanding the action on August
28 31, 2020.

1 Plaintiff now moves for an order preliminarily approving the settlement of the class and
2 PAGA claims, provisionally certifying the settlement class, approving the form and method for
3 providing notice to the class, and scheduling a final fairness hearing. The Court issued a
4 tentative ruling on February 24, 2021, and no party or objector contested the tentative ruling at
5 the February 25 hearing. The Court now issues its final order.

6 **II. LEGAL STANDARDS FOR SETTLEMENT APPROVAL**

7 **A. Class Action**

8 Generally, “questions whether a [class action] settlement was fair and reasonable,
9 whether notice to the class was adequate, whether certification of the class was proper, and
10 whether the attorney fee award was proper are matters addressed to the trial court’s broad
11 discretion.” (*Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 234–235 (*Wershba*),
12 disapproved of on other grounds by *Hernandez v. Restoration Hardware, Inc.* (2018) 4 Cal.5th
13 260.)

14 In determining whether a class settlement is fair, adequate and reasonable, the
15 trial court should consider relevant factors, such as the strength of plaintiffs’ case,
16 the risk, expense, complexity and likely duration of further litigation, the risk of
17 maintaining class action status through trial, the amount offered in settlement, the
18 extent of discovery completed and the stage of the proceedings, the experience
19 and views of counsel, the presence of a governmental participant, and the reaction
20 of the class members to the proposed settlement.

21 (*Wershba, supra*, 91 Cal.App.4th at pp. 244–245, internal citations and quotations omitted.)

22 In general, the most important factor is the strength of the plaintiffs’ case on the merits,
23 balanced against the amount offered in settlement. (See *Kullar v. Foot Locker Retail, Inc.* (2008)
24 168 Cal.App.4th 116, 130 (*Kullar*)).) But the trial court is free to engage in a balancing and
25 weighing of factors depending on the circumstances of each case. (*Wershba, supra*, 91
26 Cal.App.4th at p. 245.) The trial court must examine the “proposed settlement agreement to the
27 extent necessary to reach a reasoned judgment that the agreement is not the product of fraud or
28 overreaching by, or collusion between, the negotiating parties, and that the settlement, taken as a

1 whole, is fair, reasonable and adequate to all concerned.” (*Ibid.*, citation and internal quotation
2 marks omitted.)

3 The burden is on the proponent of the settlement to show that it is fair and reasonable.

4 However “a presumption of fairness exists where: (1) the settlement is reached through
5 arm’s-length bargaining; (2) investigation and discovery are sufficient to allow counsel
6 and the court to act intelligently; (3) counsel is experienced in similar litigation; and
7 (4) the percentage of objectors is small.”

8 (*Wershba, supra*, 91 Cal.App.4th at p. 245, citation omitted.) The presumption does not permit
9 the Court to “give rubber-stamp approval” to a settlement; in all cases, it must “independently
10 and objectively analyze the evidence and circumstances before it in order to determine whether
11 the settlement is in the best interests of those whose claims will be extinguished,” based on a
12 sufficiently developed factual record. (*Kullar, supra*, 168 Cal.App.4th at p. 130.)

13 **B. PAGA**

14 Labor Code section 2699, subdivision (l) provides that “[t]he superior court shall review
15 and approve any penalties sought as part of a proposed settlement agreement pursuant to”
16 PAGA. The court’s review “ensur[es] that any negotiated resolution is fair to those affected.”

17 (*Williams v. Superior Court* (2017) 3 Cal.5th 531, 549.) Seventy-five percent of any penalties
18 recovered under PAGA go to the Labor and Workforce Development Agency (“LWDA”),
19 leaving the remaining twenty-five percent for the aggrieved employees. (*Iskanian v. CLS*
20 *Transportation Los Angeles, LLC* (2014) 59 Cal.4th 348, 380.)

21 “[W]hen a PAGA claim is settled, the relief provided ... [should] be genuine and
22 meaningful, consistent with the underlying purpose of the statute to benefit the public”

23 (*Villalobos v. Calandri Sunrise Farm LP* (C.D. Cal., July 22, 2015, No. CV122615PSGJEMX)
24 2015 WL 12732709, at *13.) The settlement must be reasonable in light of the potential verdict
25 value. (See *O’Connor v. Uber Technologies, Inc.* (N.D. Cal. 2016) 201 F.Supp.3d 1110, 1135
26 [rejecting settlement of less than one percent of the potential verdict].) But a permissible
27 settlement may be substantially discounted, given that courts often exercise their discretion to
28 award PAGA penalties below the statutory maximum even where a claim succeeds at trial. (See

1 *Viceral v. Mistras Group, Inc.* (N.D. Cal., Oct. 11, 2016, No. 15-CV-02198-EMC) 2016 WL
2 5907869, at *8–9.)

3 **III. SETTLEMENT PROCESS**

4 According to Plaintiff, she obtained data about the claims and defenses in the case,
5 including training material, policies, time and punch data, compensation records and relevant
6 disclosure forms. Before mediation, the parties investigated the claims asserted and the relevant
7 legal authorities and prepared detailed mediation briefs.

8 The parties mediated with Hunter Hughes III on August 8, 2019. The mediation was
9 successful, resulting in the settlement now before the Court.

10 **IV. SETTLEMENT PROVISIONS**

11 The non-reversionary gross settlement amount is \$1,850,000. Attorney fees of up to
12 \$616,666.66 (one-third of the gross settlement), litigation costs not to exceed \$10,000, and
13 administration costs of up to \$70,000 will be paid from the gross settlement. \$25,000 will be
14 allocated to PAGA penalties, 75 percent of which will be paid to the LWDA. The named
15 plaintiff will also seek a service award of \$10,000.

16 The settlement will be allocated 74.3 percent to the FCRA Class and 25.7 percent to the
17 Wage and Hour Class. The net settlement, approximately \$1,124,583.34 by the Court's
18 calculation, will be distributed to FCRA Class members pro rata, and to Wage and Hour Class
19 members proportionally based on their weeks worked during the class period.¹ By the Court's
20 calculation, the average settlement payment will be approximately \$23.46 to each of the 35,613
21 FCRA Class members and \$170.01 to each of the 1,700 Wage and Hour Class members.² Class
22 members will not be required to submit a claim to receive their payments. Settlement awards
23 will be allocated 1/3 to wages and 2/3 to interest and penalties for tax purposes for Wage and
24

25 ¹ More specifically, Wage and Hour Class members will receive 2 points per workweek from
26 April 19, 2014 through January 20, 2018, and three points per workweek from January 21, 2018
27 through August 8, 2019. This is because a shorter class period applies to the meal and rest
28 period claims due to prior settlements.

² Plaintiff estimates that the average recovery will be \$38.60 for the FCRA Class and \$279.41 for
the Wage and Hour Class, but this is based on the gross settlement rather than the net settlement.

1 Hour Class members, while awards to FCRA Class members will not be subject to payroll tax
2 withholdings. The employer's share of any payroll taxes will be paid separately from the
3 settlement fund. Funds associated with checks uncashed after 180 days will be tendered to Bay
4 Area Legal Aid.

5 FCRA Class members who do not opt out of the settlement will release all claims, causes
6 of action, etc. "that were either asserted in the Action or that could reasonably arise from facts
7 alleged in the Action, relating in any way to, or arising out of, background checks, motor vehicle
8 reports, reference checks, investigations, and/or consumer reports or investigative consumer
9 reports ("reports") of any kind, including but not limited to claims arising under the Fair Credit
10 Reporting Act, the California Consumer Reporting Agencies Act, the California Investigative
11 Consumer Reporting Agencies Act, California Business and Professions Code section 17200, et
12 seq., and like federal, state and local laws..., arising from or related to reports ordered through
13 and including July 9, 2019."

14 Wage and Hour Class members will release claims "that were or could have been pled
15 based on the factual allegations in the Complaint or First Amended Complaint which occurred or
16 arose during the Wage and Hour Class Period (as applicable under each Subclass), including
17 without limitation" specified wage and hour violations "and any other claims derived from or
18 based upon or related to or arising out of the factual predicate of the Complaint."

19 **V. FAIRNESS OF SETTLEMENT**

20 Plaintiff estimates Loomis's exposure for failure to provide meal and rest breaks and
21 failure to pay for off-the-clock work as \$1,949,643.86. This excludes any PAGA penalties,
22 which could total \$50,542,800 but are highly discretionary. Plaintiff's estimate assumes three
23 minutes of off-the-clock work per shift and a twenty percent rate of meal period violations.
24 Notably, the parties dispute whether Plaintiff's wage and hour claims are federally preempted, an
25 issue that is the subject of appeals pending before the Ninth Circuit. In addition, the meal and
26 rest period claims are limited to the period beginning on January 30, 2018 by two prior
27 settlements of the same claims. And Plaintiff would have faced risks in connection with
28 Loomis's motions in federal court, including a motion to transfer venue to Texas. In light of

1 these considerations, the \$475,000 settlement allocated to the wage and hour claims, which
2 represents over 24 percent of their maximum value (excluding PAGA penalties), warrants
3 approval.

4 The FCRA's damages provision limits recovery for willful violations to between \$100
5 and \$1,000 or actual damages, whichever is greater. With approximately 35,613 class members,
6 the FCRA statutory damages are between \$3,561,300 and \$35,613,000. The \$1,375,000
7 settlement allocated to these claims is over 38 percent of their value, assuming a \$100 penalty,
8 which is more likely here given the less egregious nature of the violations at issue.

9 The Court agrees that the FCRA settlement is also fair and reasonable. At the Court's
10 request, Plaintiff's counsel provided further information regarding the disposition and potential
11 value of the related ICRAA and CCRAA claims alleged in the FAC. After reviewing the
12 declaration, the Court agrees with Plaintiff that these claims had relatively small value and would
13 have been difficult to prove.

14 The Court retains an independent right and responsibility to review the requested attorney
15 fees and award only so much as it determines to be reasonable. (See *Garabedian v. Los Angeles*
16 *Cellular Telephone Co.* (2004) 118 Cal.App.4th 123, 127-128.) While 1/3 of the common fund
17 for attorney fees is generally considered reasonable, the requested fees in this case appear high.
18 Counsel shall submit lodestar information before the final approval hearing in this matter so the
19 Court can compare the lodestar information with the requested fees. (See *Laffitte v. Robert Half*
20 *Intern. Inc.* (2016) 1 Cal.5th 480, 504 [trial courts have discretion to double-check the
21 reasonableness of a percentage fee through a lodestar calculation].)

22 **VI. PROPOSED SETTLEMENT CLASS**

23 Plaintiff requests that the following settlement class and subclasses be provisionally
24 certified:

25 The Meal and Rest Period Subclass of "all individuals who worked for Defendant
26 in California as a non-exempt route service employee (all Defendant employees
27 who work or worked in armored vehicles to perform their job duties) who were
28 subject to Defendant's meal and rest period policies at any time during period

1 from January 30, 2018 through August 8, 2019 (the ‘Meal and Rest Class Period’)
2 who were allegedly denied meal and rest breaks.”

3
4 The Off-the-Clock Subclass of “all individuals who worked for Defendant in
5 California as a non-exempt route service employee (all Defendant employees who
6 work or worked in armored vehicles to perform their job duties) from April 19,
7 2014 through August 8, 2019 (the ‘Off-the-Clock Class Period’) who were
8 allegedly denied payment for all hours worked due to alleged off-the-clock work,
9 including payment of minimum wage and any overtime wages owed.”

10
11 The Wage and Hour Class of “all individuals who worked for Defendant in
12 California as a non-exempt route service employee (all Defendant employees who
13 work or worked in armored vehicles to perform their job duties) at any time from
14 April 19, 2014 through the date of mediation on August 8, 2019, which includes
15 both the Off-the-Clock Subclass and Meal and Rest Subclass as defined herein.”

16
17 The FCRA Settlement Class of “all applicants for employment in the United
18 States for whom Defendant procured a background check report from April 19,
19 2013 to and including July 9, 2019 (‘FCRA Class Period’).”

20 **A. Legal Standard for Certifying a Class for Settlement Purposes**

21 California Rule of Court 3.769(d) states that “[t]he court may make an order approving or
22 denying certification of a provisional settlement class after [a] preliminary settlement hearing.”
23 Code of Civil Procedure Section 382 authorizes certification of a class “when the question is one
24 of a common or general interest, of many persons, or when the parties are numerous, and it is
25 impracticable to bring them all before the court”

26 Section 382 requires the plaintiff to demonstrate by a preponderance of the evidence:
27 (1) an ascertainable class and (2) a well-defined community of interest among the class
28 members. (*Sav-On Drug Stores, Inc. v. Superior Court* (2004) 34 Cal.4th 319, 326, 332 (*Sav-On*

1 *Drug Stores*.) “Other relevant considerations include the probability that each class member
2 will come forward ultimately to prove his or her separate claim to a portion of the total recovery
3 and whether the class approach would actually serve to deter and redress alleged wrongdoing.”
4 (*Linder v. Thrifty Oil Co.* (2000) 23 Cal.4th 429, 435.) The plaintiff has the burden of
5 establishing that class treatment will yield “substantial benefits” to both “the litigants and to the
6 court.” (*Blue Chip Stamps v. Superior Court* (1976) 18 Cal.3d 381, 385.)

7 In the settlement context, “the court’s evaluation of the certification issues is somewhat
8 different from its consideration of certification issues when the class action has not yet settled.”
9 (*Luckey v. Superior Court* (2014) 228 Cal.App.4th 81, 93.) As no trial is anticipated in the
10 settlement-only context, the case management issues inherent in the ascertainable class
11 determination need not be confronted, and the court’s review is more lenient in this respect. (*Id.*
12 at pp. 93-94.) But considerations designed to protect absentees by blocking unwarranted or
13 overbroad class definitions require heightened scrutiny in the settlement-only class context, since
14 the court will lack the usual opportunity to adjust the class as proceedings unfold. (*Id.* at p. 94.)

15 **B. Ascertainable Class**

16 A class is ascertainable “when it is defined in terms of objective characteristics and
17 common transactional facts that make the ultimate identification of class members possible when
18 that identification becomes necessary.” (*Noel v. Thrifty Payless, Inc.* (2019) 7 Cal.5th 955, 980
19 (*Noel*.) A class definition satisfying these requirements

20 puts members of the class on notice that their rights may be adjudicated in the
21 proceeding, so they must decide whether to intervene, opt out, or do nothing and
22 live with the consequences. This kind of class definition also advances due
23 process by supplying a concrete basis for determining who will and will not be
24 bound by (or benefit from) any judgment.

25 (*Noel, supra*, 7 Cal.5th at p. 980, citation omitted.)

26 “As a rule, a representative plaintiff in a class action need not introduce evidence
27 establishing how notice of the action will be communicated to individual class members in order
28 to show an ascertainable class.” (*Noel, supra*, 7 Cal.5th at p. 984.) Still, it has long been held

1 that “[c]lass members are ‘ascertainable’ where they may be readily identified ... by reference to
2 official records.” (*Rose v. City of Hayward* (1981) 126 Cal. App. 3d 926, 932, disapproved of on
3 another ground by *Noel, supra*, 7 Cal.5th 955; see also *Cohen v. DIRECTV, Inc.* (2009) 178
4 Cal.App.4th 966, 975-976 [“The defined class of all HD Package subscribers is precise, with
5 objective characteristics and transactional parameters, and can be determined by DIRECTV’s
6 own account records. No more is needed.”].)

7 Here, the thousands of class members are readily identifiable based on Defendant’s
8 records. The settlement classes and subclasses are appropriately defined based on objective
9 characteristics, with the exception of language in some of the definitions referring to the
10 violations alleged in this action. With that language removed, the Court finds the settlement
11 classes and subclasses are numerous, ascertainable, and appropriately defined.

12 **C. Community of Interest**

13 The “community-of-interest” requirement encompasses three factors: (1) predominant
14 questions of law or fact, (2) class representatives with claims or defenses typical of the class, and
15 (3) class representatives who can adequately represent the class. (*Sav-On Drug Stores, supra*, 34
16 Cal.4th at pp. 326, 332.)

17 For the first community of interest factor, “[i]n order to determine whether common
18 questions of fact predominate the trial court must examine the issues framed by the pleadings
19 and the law applicable to the causes of action alleged.” (*Hicks v. Kaufman & Broad Home Corp.*
20 (2001) 89 Cal.App.4th 908, 916 (*Hicks*)). The court must also examine evidence of any conflict
21 of interest among the proposed class members. (See *J.P. Morgan & Co., Inc. v. Superior Court*
22 (2003) 113 Cal.App.4th 195, 215.) The ultimate question is whether the issues which may be
23 jointly tried, when compared with those requiring separate adjudication, are so numerous or
24 substantial that the maintenance of a class action would be good for the judicial process and to
25 the litigants. (*Lockheed Martin Corp. v. Superior Court* (2003) 29 Cal.4th 1096, 1104–1105
26 (*Lockheed Martin*)). “As a general rule if the defendant’s liability can be determined by facts
27 common to all members of the class, a class will be certified even if the members must
28 individually prove their damages.” (*Hicks, supra*, 89 Cal.App.4th at p. 916.)

1 Here, common legal and factual issues predominate. Plaintiff's claims all arise from
2 Defendant's wage and hour and background screening practices applied to the similarly-situated
3 class members.

4 As to the second factor,

5 The typicality requirement is meant to ensure that the class representative is able
6 to adequately represent the class and focus on common issues. It is only when a
7 defense unique to the class representative will be a major focus of the litigation,
8 or when the class representative's interests are antagonistic to or in conflict with
9 the objectives of those she purports to represent that denial of class certification is
10 appropriate. But even then, the court should determine if it would be feasible to
11 divide the class into subclasses to eliminate the conflict and allow the class action
12 to be maintained.

13 (*Medraza v. Honda of North Hollywood* (2008) 166 Cal. App. 4th 89, 99, internal citations,
14 brackets, and quotation marks omitted.)

15 Like other members of the class, Plaintiff applied to work for and was employed by
16 Defendant as a route service employee and alleges that she experienced the violations at issue.
17 The anticipated defenses are not unique to Plaintiff, and there is no indication that Plaintiff's
18 interests are otherwise in conflict with those of the class.

19 Finally, adequacy of representation "depends on whether the plaintiff's attorney is
20 qualified to conduct the proposed litigation and the plaintiff's interests are not antagonistic to the
21 interests of the class." (*McGhee v. Bank of America* (1976) 60 Cal.App.3d 442, 450.) The class
22 representative does not necessarily have to incur all of the damages suffered by each different
23 class member in order to provide adequate representation to the class. (*Wershba, supra*, 91
24 Cal.App.4th at p. 238.) "Differences in individual class members' proof of damages [are] not
25 fatal to class certification. Only a conflict that goes to the very subject matter of the litigation
26 will defeat a party's claim of representative status." (*Ibid.*, internal citations and quotation marks
27 omitted.)

1 Plaintiff has the same interest in maintaining this action as any class member would
2 have. Further, she has hired experienced counsel. Plaintiff has sufficiently demonstrated
3 adequacy of representation.

4 **D. Substantial Benefits of Class Certification**

5 “[A] class action should not be certified unless substantial benefits accrue both to
6 litigants and the courts. . . .” (*Basurco v. 21st Century Ins.* (2003) 108 Cal.App.4th 110, 120,
7 internal quotation marks omitted.) The question is whether a class action would be superior to
8 individual lawsuits. (*Ibid.*) “Thus, even if questions of law or fact predominate, the lack of
9 superiority provides an alternative ground to deny class certification.” (*Ibid.*) Generally, “a
10 class action is proper where it provides small claimants with a method of obtaining redress and
11 when numerous parties suffer injury of insufficient size to warrant individual action.” (*Id.* at pp.
12 120–121, internal quotation marks omitted.)

13 Here, there are thousands of members of the proposed class. It would be inefficient for
14 the Court to hear and decide the same issues separately and repeatedly for each class member.
15 Further, it would be cost prohibitive for each class member to file suit individually, as each
16 member would have the potential for little to no monetary recovery. It is clear that a class action
17 provides substantial benefits to both the litigants and the Court in this case.

18 **VII. NOTICE**

19 The content of a class notice is subject to court approval. (Cal. Rules of Court, rule
20 3.769(f).) “The notice must contain an explanation of the proposed settlement and procedures
21 for class members to follow in filing written objections to it and in arranging to appear at the
22 settlement hearing and state any objections to the proposed settlement.” (*Ibid.*) In determining
23 the manner of the notice, the court must consider: “(1) The interests of the class; (2) The type of
24 relief requested; (3) The stake of the individual class members; (4) The cost of notifying class
25 members; (5) The resources of the parties; (6) The possible prejudice to class members who do
26 not receive notice; and (7) The res judicata effect on class members.” (Cal. Rules of Court, rule
27 3.766(e).)

1 Here, the notice describes the lawsuit, explains the settlement, and instructs class
2 members that they may opt out of the settlement or object. The gross settlement amount and
3 estimated deductions are provided. Class members' estimated payments and qualifying
4 workweeks are provided, and they are instructed how to dispute their workweek information.
5 Class members are given 60 days to request exclusion from the class or submit a written
6 objection to the settlement.

7 The form of notice is generally adequate and is approved. At the Court's request,
8 Plaintiff's counsel modified the original proposed notice form to make the following
9 modifications:

10 1. The notice was modified to instruct class members that they may appear at the
11 final fairness hearing to make an oral objection without submitting a written objection, and to
12 correctly identify the judge and court now overseeing this case. Finally, the notice was modified
13 to instruct class members that they may object or opt out of the class by simply providing their
14 name, without the need to provide their address or other identifying information.

15 2. With regard to appearances at the final fairness hearing, the notice was further
16 modified to instruct class members as follows:

17 Due to the COVID-19 pandemic, hearings before the judge overseeing this case
18 are currently being conducted remotely with the assistance of a third-party service
19 provider, CourtCall. If that remains the case at the time of the final fairness
20 hearing, class members who wish to appear at the final fairness hearing should
21 contact class counsel to arrange a remote appearance through CourtCall, at least
22 three days before the hearing if possible. Any CourtCall fees for an appearance
23 by an objecting class member shall be paid by class counsel.

24 Turning to the notice procedure, the parties have selected KCC, Inc. as the settlement
25 administrator. The administrator will mail the notice packet within 10 days of receiving the class
26 list, after updating addresses using the National Change of Address Database. Any notice
27 packets returned as undeliverable will be re-mailed to any forwarding address provided or
28 located through a skip trace. Class members who are sent a re-mailed notice will have their

1 response deadlines extended by 45 days from remaining, up to 30 days after the close of the
2 response deadline. These notice procedures are appropriate and are approved.

3 **VIII. CONCLUSION**

4 Plaintiff's motion for preliminary approval is GRANTED. The final approval hearing
5 shall take place on **August 5, 2021** at 1:30 p.m. in Department 1, and Plaintiff shall file her
6 motion for final approval by **July 23, 2021**. The following classes are preliminarily certified for
7 settlement purposes:

8 The Meal and Rest Period Subclass of "all individuals who worked for Defendant
9 in California as a non-exempt route service employee (all Defendant's employees
10 who work or worked in armored vehicles to perform their job duties) at any time
11 during the period from January 30, 2018 through August 8, 2019 (the 'Meal and
12 Rest Class Period')."

13
14 The Off-the-Clock Subclass of "all individuals who worked for Defendant in
15 California as a non-exempt route service employee (all Defendant's employees
16 who work or worked in armored vehicles to perform their job duties) from April
17 19, 2014 through August 8, 2019 (the 'Off-the-Clock Class Period')."

18
19 The Wage and Hour Class of "all individuals who worked for Defendant in
20 California as a non-exempt route service employee (all Defendant's employees
21 who work or worked in armored vehicles to perform their job duties) at any time
22 from April 19, 2014 through August 8, 2019, which includes both the Off-the-
23 Clock Subclass and Meal and Rest Subclass as defined herein."

24
25 The FCRA Settlement Class of "all applicants for employment in the United
26 States for whom Defendant procured a background check report from April 19,
27 2013 to and including July 9, 2019 ('FCRA Class Period')."

1 Before final approval, Plaintiffs shall lodge any individual settlement agreement she may
2 have executed with Loomis in connection with her employment for the Court's review.

3 **IT IS SO ORDERED.**

4 Date: February 26, 2021



5 _____
6 The Honorable Sunil R. Kulkarni
7 Judge of the Superior Court
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