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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF RIVERSIDE**

ROSALBA RAMIREZ, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

MOLDED DEVICES, INC., a California
corporation; and DOES 1 through 100,
inclusive,

Defendants.

Case No. RIC2001161

*[Assigned to the Honorable Craig G. Riemer in
Dept. 1]*

**PLAINTIFF'S NOTICE OF MOTION AND
MOTION FOR FINAL APPROVAL OF
CLASS ACTION SETTLEMENT, CLASS
REPRESENTATIVE'S SERVICE AWARD,
AND ATTORNEYS' FEES AND COSTS;
MEMORANDUM OF POINTS AND
AUTHORITIES IN SUPPORT THEREOF**

Date: February 15, 2022
Time: 8:30 a.m.
Dept.: 1

Complaint Filed: March 11, 2020
Trial Date: None Set

1 **TO THE COURT, ALL PARTIES, AND THEIR ATTORNEYS OF RECORD:**

2 PLEASE TAKE NOTICE that pursuant to Rule 3.769 of the California Rules of Court, on
3 February 15, 2022 at 8:30 a.m. in Department 1 of the above-entitled Court, located at 4050 Main Street,
4 Riverside, California 92501, Plaintiff Rosalba Ramirez (“Plaintiff”), individually and on behalf of a class
5 of similarly situated individuals, will and hereby does move this Court for:

- 6 1. Confirming the certification of the Settlement Class for settlement purposes under Section 382
7 of the California Code of Civil Procedure;
- 8 2. Confirming the appointment of Plaintiff Rosalba Ramirez as Class Representative for
9 settlement purposes;
- 10 3. Confirming the appointment of Scott M. Lidman, Elizabeth Nguyen, and Milan Moore of
11 Lidman Law, APC, and Paul Haines of Haines Law Group, APC, as Class Counsel for
12 settlement purposes;
- 13 4. Granting final approval of the Amended Stipulation of Settlement (“Settlement”);
- 14 5. Approving an award of \$116,666.66 in attorneys’ fees to Class Counsel;
- 15 6. Approving an award of \$18,416.49 in costs to Class Counsel;
- 16 7. Approving an award of \$3,995.00 in costs to Phoenix Settlement Administrators (“Phoenix”)
17 for its settlement administration services;
- 18 8. Approving a representative payment of \$5,000.00 to Plaintiff Rosalba Ramirez for her services
19 as Class Representative;
- 20 9. Approving \$30,000.00 allocated to settle the cause of action under the Labor Code Private
21 Attorneys General Act (“PAGA”), of \$22,500.00 shall be paid to the Labor & Workforce
22 Development Agency (“LWDA”) and \$7,500.00 shall be distributed to the PAGA Employees);
23 and
- 24 10. Entering final judgment in the form of the [Proposed] Order of Final Approval of Class Action
25 Settlement and Final Judgment filed concurrently herewith.

26 This Motion is based on this notice of motion, the attached memorandum of points and authorities
27 attached hereto, the declarations of Scott M. Lidman, Elizabeth Nguyen, Paul K. Haines, Milan Moore,
28 Plaintiff Rosalba Ramirez, and Jodey Lawrence of Phoenix Settlement Administrators, and the exhibits

1 attached thereto, the pleadings and other papers filed in this action, and on any further oral or
2 documentary evidence or argument presented at the time of hearing.

3
4 Dated: January 21, 2022

Respectfully submitted,
LIDMAN LAW, APC

5
6 By:


Elizabeth Nguyen
Attorney for Plaintiff
ROSALBA RAMIREZ

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MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

Plaintiff Rosalba Ramirez (“Plaintiff”) submits this memorandum of points and authorities in support of her motion for final approval of the class action settlement (the “Settlement”) with Defendant Molded Devices, Inc. (collectively “MDI” or “Defendants”). The Settlement Class is defined as: “all current and former hourly employees of Defendant Molded Devices who worked in California at some time between March 11, 2016 and February 13, 2021.”

In this non-reversionary Settlement, all participating Class Members will **automatically** receive payments without submitting a claim form, resulting in an average settlement payment of approximately **\$966.60** to each Settlement Class member. This is a favorable resolution of the highly disputed wage and hour claims in this case and the significant litigation risks that Plaintiff faced.

Since this Court granted preliminary approval on October 8, 2021, nothing has changed to impact the propriety, fairness, adequacy and reasonableness of the Settlement. There have been no objections to any portion of the Settlement and no one has opted out of the Settlement.

Plaintiff requests the Court grant this motion in its entirety because: (1) the Class continues to meet the requirements for class certification for settlement purposes under Code of Civil Procedure section 382; (2) the Settlement is a fair, adequate, and reasonable compromise of the disputed claims in this case; and (3) the amounts requested for Class Counsel’s attorneys’ fees and costs, Plaintiff’s Class Representative Payment, payment to the Labor Workforce Development Agency (“LWDA”), and settlement administration costs are all fair, adequate, and reasonable. In light of the foregoing, Plaintiff respectfully requests that this Court enter the [Proposed] Order Granting Final Approval of Class Action Settlement and Final Judgment submitted concurrently herewith.

II. FACTUAL AND PROCEDURAL BACKGROUND

On March 11, 2020 Plaintiff filed a putative class action complaint against Defendant MDI in Riverside County Superior Court. *See* Declaration of Elizabeth Nguyen (“Nguyen Decl.”), ¶ 10. On June 1, 2020, Plaintiff filed a First Amended Class and Representative Action Complaint (“FAC”) against Defendant MDI. In the FAC, Plaintiff alleged MDI: (1) failed to pay all minimum wages owed; (2) failed to pay all overtime wages owed; (3) failed to provide all legally required meal periods; (4) failed to authorize and permit all legally required rest periods; (5) failed to provide accurate, itemized

1 wage statements; (6) failed to timely pay all wages upon termination; (7) engaged in unlawful business
2 practices; and (8) is liable for civil penalties under the Labor Code Private Attorneys General Act of
3 2004 (“PAGA”). *Id.*

4 **A. Plaintiff’s Claims**

5 As explained in detail in the Motion for Preliminary Approval, Plaintiff’s primary theories of
6 liability are related to MDI’s alleged unlawful wage and timekeeping policies and practices and its failure
7 to provide Class Members all legally compliant duty-free meal and rest periods. Nguyen Decl., ¶¶ 11-
8 24. Specifically, Plaintiff alleges that MDI failed to compensate its non-exempt employees for all time
9 worked. *Id.* at ¶ 11. Specifically, Plaintiff alleges that MDI failed to pay Plaintiff for all of the time she
10 was under MDI’s direction or control. *Id.* As a result of MDI’s timekeeping policies and practices,
11 Plaintiff was routinely underpaid for all her time worked. *Id.*

12 Plaintiff alleges that at times during her employment with MDI, she and other non-exempt
13 employees were paid non-discretionary bonuses, (hereinafter the aforementioned forms of pay are
14 collectively referred to as “Incentive Pay”). Nguyen Decl., ¶ 13. Plaintiff alleges that MDI failed,
15 however, to include the Incentive Pay when calculating the regular rate of pay for purposes of paying
16 Plaintiff and the other non-exempt employees’ overtime wages. *Id.* Accordingly, Plaintiff contends that
17 MDI did not properly calculate the regular rate of pay for Plaintiff and the other non-exempt employees,
18 thereby causing them to be underpaid for all their required overtime wages. *Id.*

19 Plaintiff alleges that she and Settlement Class members were not provided with all legally-
20 required off-duty first meal periods beginning before the end of the fifth hour of work. Nguyen Decl., ¶
21 15. Specifically, Plaintiff alleges that due to the work demands imposed by MDI, Plaintiff was often
22 prevented from taking meal periods that commenced before the end of the 5th hour of work and/or which
23 were at least 30 minutes in length. *Id.* Indeed, based on the timekeeping records produced in connection
24 with mediation, of the 42,505 meal-enabling shifts, 13,239 or approximately 31.15% were non-
25 compliant. *Id.* Also, Plaintiff alleges that she and other non-exempt employees did not receive legally-
26 compliant second meal periods when they worked in excess of 10.0 hours. *Id.*

27 Plaintiff alleges that she and other Settlement Class members were not authorized and permitted
28 to take all required rest periods due to MDI’s unlawful rest period policies and practices that failed to

1 authorize and permit all rest periods for every four hours worked, *or major fraction thereof*. Nguyen
2 Decl., ¶ 17. Specifically, Plaintiff alleges that during her employment, MDI maintained a facially
3 unlawful rest period policy that required employees to remain on the premises for rest breaks. *Id.* Such
4 alleged rest periods were unlawful, however, as Plaintiff was not relieved of all duties. As a result,
5 Plaintiff estimated that she and other Settlement Class members experienced at least one rest period
6 violation for every shift over 3.5 hours. *Id.*

7 Plaintiff further alleges that MDI issued inaccurate wage statements in violation of Labor Code §
8 226 as a result of the alleged unpaid wages and meal and rest period premium wages described above.
9 Nguyen Decl., ¶ 19. Specifically, Plaintiff contends that this conduct violated Labor Code § 226(a)
10 because the wage statements issued to Settlement Class Members did not include all hours worked and
11 the rate at which they were being paid. *Id.* Additionally, Plaintiff alleges that MDI faces independent
12 liability for issuing wage statements with vague and ambiguous codes, including without limitation,
13 “Retro OT” as Defendants fail to state the time period covered by the code. Further, despite the use of
14 the “RETRO OT” pay code, Plaintiff’s retained expert confirmed that MDI did not include bonuses in
15 the regular rate at any point in time, which further suggests using this pay code is vague and ambiguous
16 code. *Id.*

17 Plaintiff alleges that MDI is also liable for waiting time penalties under Labor Code section 203
18 as a result of its failure to pay all wages. Nguyen Decl., ¶ 21. Based on the data provided by MDI, there
19 were approximately 88 Settlement Class members who have separated their employment with MDI
20 during the relevant time period who could be entitled to waiting time penalties. *Id.*

21 Plaintiff also seeks civil penalties under the PAGA as a result of the foregoing alleged Labor Code
22 violations. Nguyen Decl., ¶ 23. The specific statutory violations upon which Plaintiff bases the claim
23 under PAGA are: (i) Labor Code sections 204, 510, 558, 1194, and 1198 for failing to pay all overtime
24 wages owed; (ii) Labor Code sections 1194 1194.2, 1197 for failing to pay all minimum wages owed;
25 (iii) Labor Code sections 226.7, 512, and 558 for meal period violations; (iv) Labor Code sections 226.7,
26 516, and 558 for rest period violations; (v) Labor Code section 226(e) for failing to provide accurate,
27 itemized wage statements; (vi) Labor Code section 201 through 203 for failing to pay all wages owed
28 upon termination. *Id.*

1 As explained *infra* and in Plaintiff's Motion for Preliminary Approval, MDI denies Plaintiff's
2 claims and asserts several affirmative defenses, both on the merits and with respect to class certification.

3 **B. Mediation and Settlement**

4 After agreeing to participate in early mediation, MDI informally produced a sampling of time
5 records and payroll data for the class members, wage and hour policies, and other relevant documents
6 and information relevant to the claims. *See* Nguyen Decl., ¶ 26. After the detailed review of the payroll
7 and time records and other documents and policies produced by MDI, Class Counsel drew on their
8 extensive experience in similar cases to assess the strengths and weaknesses of Plaintiff's case. This
9 discovery allowed the parties to assess the merits and value of Plaintiff's claims. *Id.*

10 On February 11, 2021, after extensive research and analysis, including a detailed analysis of
11 MDI's potential exposure, a full-day mediation was held with Jeffrey Krivis, Esq. a well-respected wage
12 and hour class action mediator. Nguyen Decl., ¶ 27. During mediation, the parties vigorously debated
13 their opposing legal positions, the likelihood of certification of Plaintiff's claims, and the legal basis for
14 the claims and defenses for the claims alleged in the operative complaint. *Id.*

15 **C. Preliminary Approval of Settlement**

16 Plaintiff submitted the Settlement to the Court with her Motion for Preliminary Approval on
17 April 26, 2021. Nguyen Decl., ¶ 28. On July 7, 2021, the Court issued its ruling on Plaintiff's Motion
18 for Preliminary Approval. *Id.* On August 18, 2021, Plaintiff submitted an Amended Stipulation of
19 Settlement and Supplemental Brief In Support of her Motion for Preliminary Approval of the Settlement.
20 *Id.* On October 8, 2021, the Court issued an Order Granting Preliminary Approval of the Settlement.
21 *Id.*; Exh. A.

22 On October 28, 2021, the Court-approved Notice Packet (consisting of: i) the Notice of Pendency
23 of Class Action and Proposed Settlement; (ii) Dispute Regarding Notice of Settlement; (iii) Request for
24 Exclusion Form; and (iv) Objection Form) was sent to Settlement Class members, who had until
25 December 27, 2021 to submit disputes, objections, and/or requests for exclusion. *See* Declaration of
26 Jodey Lawrence of Phoenix Settlement Administrators ("Lawrence Decl."), ¶ 8. As of the date of this
27 filing, there have been **no objections**, **no outstanding disputes**, and **no opt-outs**. *Id.* at ¶¶ 13-15.
28 Plaintiff now respectfully submits the Settlement for this Court's final approval.

1 **III. SUMMARY OF THE SETTLEMENT AND NOTICE PROCESS**

2 **A. Settlement Class Definition**

3 The Settlement Class encompasses “all current and former hourly employees of Defendant
4 Molded Devices who worked in California at some time between March 11, 2016 and February 13,
5 2021.” Nguyen Decl., ¶ 29.

6 **B. Monetary Terms of the Settlement**

7 The Settlement provides for MDI to pay a Gross Settlement Amount of Three Hundred Fifty
8 Thousand Dollars and Zero Cents (\$350,000.00). Lawrence Decl., ¶ 16. The Net Settlement Amount is
9 the amount remaining from the Gross Settlement Amount after deducting requested attorneys’ fees
10 (\$116,666.66) and verified costs (\$18,416.49), proposed Class Representative Service Award to Plaintiff
11 (\$5,000.00), Settlement Administration costs (\$3,995.00), and PAGA civil penalties (of \$30,000). *Id.*
12 Based on these requested amounts, the Net Settlement Amount (“NSA”) is calculated to be approximately
13 **\$175,921.85**. *Id.* The NSA shall be distributed to Settlement Class members as follows: Each
14 participating Settlement Class Member shall receive a proportionate settlement share based upon the
15 number of workweeks worked during the Class Period, the numerator of which is the Settlement Class
16 Member’s total workweeks worked during the Class Period, and the denominator of which is the total
17 workweeks worked by all Settlement Class Members who worked during the Class Period. *See*
18 Settlement, ¶ 4.B.i. A true and correct copy of the Settlement was attached as Exhibit 2 to the
19 Supplemental Declaration of Elizabeth Nguyen filed in support of the Motion for Preliminary Approval,
20 filed on August 18, 2021.

21 In addition, Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) (which is 25% of
22 the \$30,000 designated to settle the PAGA cause of action) has been designated as the “PAGA Amount”.
23 . Each Settlement Class Member who was employed by Defendant during the PAGA Period, shall receive
24 a portion of the PAGA Amount proportionate to the number of workweeks that he or she worked during
25 the PAGA Period, and which will be calculated by multiplying the PAGA Amount by a fraction, the
26 numerator of which is the Settlement Class Member’s number of workweeks worked during the PAGA
27 Period, and the denominator of which is the total number of workweeks worked by all Settlement Class
28 Members during the PAGA Period. *See* Settlement, ¶ 4.B.ii. The PAGA Period is defined as from March
11, 2019 through February 13, 2021.

1 Payments to Class Members will be classified as 67% as penalties and interest to be reported on
2 a 1099 form, and 33% as wages to be reported on a W-2 form. *See* Settlement, ¶ 5.D.

3 Defendants will pay the employer's share of payroll taxes separately from, and in addition to, the
4 Gross Settlement Amount. *See* Settlement, ¶ 3.D; Lawrence Decl., ¶ 19. The employer's share of payroll
5 taxes is expected to be \$7,834.37. Lawrence Decl., ¶ 19.

6 **C. Summary of Notice Process**

7 ***1. Mailing of Notice Packets***

8 On October 12, 2021, MDI provided Phoenix with data files with the following information: the
9 names, last known addresses, phone numbers, social security numbers, positions held, the dates of
10 employment and the number of workweeks worked by each Settlement Class Member while employed
11 during the Class Period. Lawrence Decl., ¶ 6. After performing address updates, Phoenix mailed the
12 Notice of Pendency of Class Action and Proposed Settlement; Dispute Regarding Notice of Settlement;
13 Request for Exclusion Form; and Objection Form (collectively, the "Notice Packet") to the 182
14 Settlement Class members on October 28, 2021. *Id.* at ¶¶ 7-8. Following the initial mailing, 13 Notice
15 Packets were returned to Phoenix by the Post Office. *Id.* at ¶ 9. After Phoenix performed a Skip Trace,
16 thirteen (13) Notice Packets were re-mailed. *Id.* at ¶ 11. As of the date of filing this final approval
17 motion, three Notice Packets for former employees remains undeliverable because no forwarding
18 address was provided and/or no new address could be located through Skip Trace. *Id.* at ¶ 12.

19 The deadline for Settlement Class members to submit objections, requests for exclusion, or
20 disputes was December 27, 2021. Lawrence Decl., ¶ 8. As of the date of this filing, there were no
21 objections, no disputes, and no Settlement Class member has elected to opt-out of the Settlement. *Id.* at
22 ¶¶ 13-15. Accordingly, as of the date of this Motion, the participation rate amongst the Settlement Class
23 members is 100% and the average estimated payment based on the Net Settlement Amount (which is
24 exclusive of the PAGA Amount) is \$966.60 without applicable taxes, withholdings, and employee
25 garnishments. The average settlement payment to each Settlement Class member, inclusive of the PAGA
26 Amount is \$1,007.81 without applicable taxes, withholdings, and employee garnishments. The lowest
27 estimated settlement payment is \$11.76, and the highest estimated settlement payment is \$3,122.37
28 without applicable taxes, withholdings, and employee garnishments. *Id.* at ¶¶ 13-18.

//

1 **D. Timing of Payments**

2 Under the terms of the Settlement, the Gross Settlement Amount (“GSA”) of Three Hundred Fifty
3 Thousand Dollars and Zero Cents (\$350,000.00) shall be paid by MDI within thirty (30) days after the
4 Effective Date.¹ See Settlement, ¶ 3.B.

5 Within ten (10) calendar days following Defendant’s deposit of Gross Settlement Amount with
6 the Settlement Administrator, the Settlement Administrator will calculate Settlement Award amounts and
7 provide the same to counsel for the Parties for review and approval. Within seven (7) calendar days of
8 approval by counsel for the Parties, the Settlement Administrator will prepare and mail Settlement
9 Awards, less applicable taxes and withholdings, to participating Settlement Class Members. See
10 Settlement, ¶ 4.C. The Settlement Administrator shall simultaneously pay the withholdings. *Id.*

11 After disbursement, Settlement Class Members will have 180 days to cash their checks. See
12 Settlement, ¶ 4.E. Within 60 days, the Settlement Administrator will send a reminder postcard to any
13 Settlement Class members who have not negotiated their settlement check. Lawrence Decl., ¶ 22. Funds
14 remaining unclaimed after 180 days of the checks being issued will be distributed to the California State
15 Controller's Office – Unclaimed Property Fund in the name of the Settlement Class member. *Id.*; Nguyen
16 Decl., ¶ 30. As such, there is no “unpaid residue” under California Civil Procedure Code Section 384 and
17 it is unnecessary to designate *cy pres* recipients. The Net Settlement Amount will be paid out to Settlement
18 Class members, whether or not all checks are cashed. *Id.*

19 **E. Notice of Judgment**

20 As stated on the Notice of Pendency to Class Action and Proposed Settlement mailed to class
21 members, the final judgment entered by the Court will be posted by the Settlement Administrator on the
22 Settlement Administrator’s website at <http://www.phoenixclassaction.com/judgments>. See Lawrence
23 Decl., Exh A.; Nguyen Decl., ¶ 45.

24 //

25 //

26
27

¹ This Settlement Agreement shall become effective on the latter of: (a) the Court's final approval of the settlement
28 if no objections by or on behalf of Class Members have been filed; (b) the time for appeal has expired if an objection
 has been filed and no appeal has been filed or withdrawn; (c) the final resolution of any appeal that has been filed
 (“Effective Date”). See Settlement, ¶ 3.B.

IV. **ARGUMENT**

A. **This Court Should Confirm its Conditional Certification of the Class for Settlement Purposes Because It Meets All of the Requirements for Class Certification Under Code of Civil Procedure § 382**

Under Code of Civil Procedure section 382, a class may be certified if: (1) it is ascertainable and its members are too numerous for joinder to be practical; (2) the representative and absent class members share a community of interest, and questions of law and fact common to the class predominate over questions unique to individual class members; (3) the representative's claims are typical of the class' claims; and (4) the representative will fairly and adequately represent the class' interests. *See Richmond v. Dart Industries, Inc.* (1981) 29 Cal.3d 462, 470.

Here, this Court found that the Class meets all the requirements for class certification for settlement purposes when it granted preliminary approval of the Settlement on October 8, 2021. *See* Nguyen Decl., ¶ 28; Exh. A. After the Court entered an order granting preliminary approval, no events have occurred to cast doubt on the propriety of this determination. In fact, the reaction of the Settlement Class members thus far to the Settlement has been strongly in support of the Settlement. No Settlement Class members have objected to any portion of the Settlement and no one has elected to opt-out of the Settlement. *See* Lawrence Decl., ¶¶ 13-15. This Court should therefore confirm its conditional certification of the Settlement Class.

B. **This Court Should Finally Approve the Settlement Because it is a Fair, Adequate, and Reasonable Compromise of Disputed Wage and Hour Claims**

California courts have a strong policy in favor of settlement. *See, e.g., Stambaugh v. Superior Court*, 62 Cal.App.3d 231, 236 (1976). Unlike individual settlements, class action settlements involve a court approval process that exists to prevent fraud, collusion, and unfairness to class members. *Malibu Outrigger Bd. of Governors v. Superior Court*, 103 Cal.App.3d 573, 578-79 (1980). This approval process consists of preliminary settlement approval, notice being given to class members, and a final fairness and approval hearing being held, at which class members have the opportunity to be heard with respect to the settlement. *Id.* Now that notice has been provided to the Settlement Class, Plaintiff respectfully requests that the Court finally approve the Settlement as fair, adequate, and reasonable.

1. ***The Settlement was Reached at Arm's Length, Through Experienced Counsel and An Experienced Mediator, and Was Based on Sufficient Information to Intelligently Negotiate a Fair Settlement in Light of the Claims Asserted and Risks of Continued Litigation***

A settlement is presumptively fair where it is reached through arm's length bargaining, based on

1 sufficient discovery and investigation to allow counsel and the court to act intelligently, counsel is
2 experienced in similar litigation, and the percentage of objectors to the settlement is small. *Dunk v. Ford*
3 *Motor Co.*, 48 Cal.App.4th 1794, 1802 (1996). In deciding whether to approve a proposed settlement, a
4 trial court has broad powers to determine if the proposed settlement is fair under the circumstances of the
5 case. *Mallick v. Superior Court*, 89 Cal.App.3d 434 (1979). In exercising these powers, the overriding
6 concern is to ensure that a proposed settlement is “fair, adequate, and reasonable.” *Dunk, supra*, 48
7 Cal.App.4th at 1801 (internal quotations omitted). Relevant factors for the Court to consider include, but
8 are not limited:

9 [T]he strength of plaintiffs’ case, the risk, expense, complexity and likely duration of
10 further litigation, the risk of maintaining class action status through trial, the amount
11 offered in settlement, the extent of discovery completed and the stage of the
proceedings, the experience and views of counsel, the presence of a governmental
participant, and the reaction of the class members to the proposed settlement.

12 *Id.* These factors require balancing, are non-exhaustive and, as such, trial courts should tailor the factors
13 to each case. *Id.* “In the context of a settlement agreement, the test is not the maximum amount plaintiffs
14 might have obtained at trial on the complaint, but rather whether the settlement is reasonable under all of
15 the circumstances.” *Wershba v. Apple Computer, Inc.*, 91 Cal.App.4th 224, 250 (2001). Because
16 settlements inherently involve compromise, even settlements providing for substantially narrower relief
17 than likely would be obtained if the suit were successfully litigated can be reasonable because, “the public
18 interest may indeed be served by a voluntary settlement in which each side gives ground in the interest
19 of avoiding litigation.” *Id.* (quoting *Air Lines Stewards, etc., Local 550 v. American Airlines, Inc.*, 455
20 F.2d 101, 109 (7th Cir. 1972)).

21 Here, the Settlement resulted from extensive arm’s length settlement negotiations between
22 qualified and experienced counsel, with the assistance of a well-respected mediator, and is fair, adequate,
23 and reasonable for all Settlement Class members. While Plaintiff maintains that her claims are
24 meritorious, Plaintiff acknowledges that her position includes substantial risks and uncertainty, which
25 justifies a downward departure from the maximum exposure that Plaintiff’s calculated each claim carried.

26 As detailed in the Preliminary Approval Motion, there is significant risk of non-certification and/or
27 not prevailing on the merits with respect to each of the claims. For example, with respect to the off-the-
28 clock claims, MDI contends that it compensated non-exempt employees for all of their time worked.

1 Nguyen Decl., ¶ 12. MDI also contends that its timekeeping and payroll documents produced in
2 connection with mediation demonstrate that employees were minute to the minute. MDI contends its
3 timekeeping practices and policies were lawful and any unpaid time was *de minimis* and therefore non-
4 compensable. *Id.* MDI also asserts that Plaintiff would be unable to certify a rounding claim given the
5 individualized inquiries that would be required. *Id.*

6 As for Plaintiff’s miscalculation of regular rate claims, MDI contends that Settlement Class
7 members received all overtime wages to which they were entitled. Nguyen Decl., ¶ 14. MDI further
8 counters that any bonuses paid to putative class members during the relevant time period were
9 discretionary and did not to be included in the regular rate of pay for overtime purposes. *See* 29 C.F.R.
10 §§778.208, 778.211 (excluding “discretionary” bonuses from the regular rate); *see also* DLSE Manual §
11 49.1.2.4(3) (bonuses are discretionary, and therefore excludable, if “both the fact that payment is to be
12 made and the amount of the payment” are discretionary). *Id.*

13 As for Plaintiff’s meal period claims, MDI counters that it has always provided non-exempt
14 employees with an opportunity to take legally compliant meal periods, and any non-compliant meal
15 periods reflected in employee timekeeping records were solely the result of employee choice, rather than
16 any policy or practice of MDI. Nguyen Decl., ¶ 16. There is also an argument that the above analysis
17 potentially counts two meal period violations for the same shift, but under *United Parcel Service, Inc. v.*
18 *Superior Court* (2011) 196 Cal. App. 4th 57, only one meal period violation may be assessed per day.
19 MDI points out that under *Brinker Restaurant Corp. v. Superior Court* (2012) 53 Cal. 4th 1004, it is only
20 required to “provide” the opportunity to take meal periods, not “ensure” meal periods are taken, and that
21 they have always done so. *Brinker, supra*, 53 Cal.4th at 1038 (rejecting “ensure” standard). Finally, MDI
22 contends Plaintiff’s meal period claim is not suited for class certification, since individual inquiries would
23 be required to assess which employees took non-compliant meal periods, how many meal periods were
24 non-compliant or missed, and the reasons why a particular employee took a non-compliant meal period
25 or missed a meal period during a particular shift. *Id.*

26 As for Plaintiff’s rest period claims, MDI contends it has always maintained and enforced lawful
27 rest period policies and practices, and that Settlement Class Members were authorized and permitted to
28 take all off-duty rest periods in compliance with California law. Nguyen Decl., ¶ 18. Further, MDI argues

1 that Plaintiff's rest period claims are inherently unsuited for class treatment as it requires an individualized
2 inquiry into whether each Settlement Class member was in fact authorized and permitted to take a
3 compliant rest period, which would devolve into an unmanageable series of mini-trials. *Id.*

4 As for Plaintiff's wage statement claims, MDI argues that meal and rest period claims cannot
5 support a claim for wage statement penalties after *Naranjo v. Spectrum Security Services, Inc.*, review
6 granted, (2019) 40 Cal. App. 5th 444 and *Kirby v. Immoos Fire Protection, Inc.* (2012) 53 Cal.4th 1244
7 (see, e.g., *Jones v. Spherion Staffing*, No. LA-CV-11-06462-JAK(JCx) (C.D. Cal. 2012) 2012 WL
8 3264081 at **8-9). Nguyen Decl., ¶ 20. MDI further argues that its alleged wage statement violations
9 could not be shown to be "knowing and intentional," and that Plaintiff cannot show that she or any other
10 employee "suffer[ed] injury" as a result of the alleged wage statement violations, as required by Lab. Code
11 § 226(e) for imposition of penalties. *Id.*

12 As for Plaintiff's waiting time penalties claims, MDI asserts it has strong defenses to the waiting
13 time claim because there exist good-faith disputes as to Plaintiff's underlying claims, precluding
14 imposition of penalties. Nguyen Decl., ¶ 22; see also 8 Cal. Code Regs. § 13520 (a "good faith dispute
15 that any wages are due will preclude imposition of waiting time penalties"); *Kao v. Joy Holiday*, 12
16 Cal.App.5th 947, 963 (2017) (holding that "good faith dispute" over whether employee was exempt
17 precluded imposition of waiting time penalties over contested wages owed).

18 Lastly, since Plaintiff's PAGA claim is a derivative claim based on the underlying claims, MDI
19 argues that Plaintiff's PAGA claim will fail for the same reasons that her underlying claims will fail.
20 Nguyen Decl., ¶ 24. MDI also maintains that, given its good faith defenses, this Court would exercise its
21 discretion to substantially reduce any PAGA penalties if it were to find MDI liable for any of Plaintiff's
22 claims. *Id.*

23 These considerations not only bore heavily on the negotiations leading to the Settlement, but also
24 confirm that the Settlement is fair, adequate, and reasonable compromise in view of the risks of further
25 litigation. Nguyen Decl., ¶ 25. As detailed in the Preliminary Approval Motion, Plaintiff carefully vetted
26 the claims at issue and conducted a detailed liability analysis of class-wide data to calculate the damages
27 figures. Thus, while these risks are far from exhaustive, they demonstrate that the Settlement is fair,
28 adequate, and reasonable in view of them.

1 2. ***The Settlement Fairly, Reasonably, and Adequately Compensates Class***
2 ***Members Because Each Participating Class Member Will Be Paid Based on the***
3 ***Extent of His or Her Injury***

4 Individual settlement payments will be calculated based on the number of workweeks worked by
5 each Settlement Class member during the Class Period. See Settlement, ¶ 4.B. This method of
6 distribution compensates Settlement Class members based on the estimated extent of their injuries, as
7 Settlement Class members who worked more workweeks, would have been subject to more of the alleged
8 wage and hour violations than those who worked fewer weeks. Thus, the formula for compensating
9 Settlement Class members is fair, adequate, and reasonable, as it is tethered to the damages and penalties
10 that could be recovered by them.

11 3. ***The 100% Participation Rate and Absence of Any Objections Further Confirms***
12 ***That the Settlement is Fair, Adequate, and Reasonable***

13 Class members' response to a settlement is relevant in evaluating whether it merits final approval.
14 *Dunk, supra*, 48 Cal.App.4th at 1801. The lack of objections and few requests for exclusion supports a
15 fairness presumption. See *7-Eleven Owners for Fair Franchising v. Southland Corp.* (2000) 85
16 Cal.App.4th 1135, 1152-53 (finding 9 objections and 80 opt-outs from a class of 5,454 showed a
17 “particularly impressive” favorable response from class members). Here, as of the filing of this Motion,
18 not a single Settlement Class member has objected to the Settlement and no one has elected to opt-out of
19 the Settlement. In addition, only 3 of the 182 Notice Packets was returned undeliverable. Lawrence
20 Decl., ¶¶ 8-15. The extremely favorable response of the Settlement Class further confirms that the
21 Settlement is fair, adequate, and reasonable.

22 **C. The Requested Award of Attorneys' Fees is Reasonable as a Percentage of the Common**
23 **Fund Confirmed by a Lodestar Cross-Check**

24 Plaintiff and the Settlement Class, as the prevailing parties in settlement, are entitled to recover
25 their attorneys' fees and costs for their wage claims. See Lab. Code §§ 218.5, 226(e) and 2699(g). A fee
26 award is justified where the legal action has produced its benefits by way of a voluntary settlement. See,
27 e.g., *Maria P. v. Riles*, 43 Cal.3d 1281, 1290-91 (1987); *Westside Community for Independent Living,*
28 *Inc. v. Obledo*, 33 Cal.3d 348, 352-53 (1983). When a settlement results in a common fund for the benefit
of a class, class counsel may be awarded fees as a percentage of the common fund. See *Wershba, supra*,
91 Cal.App.4th at 254 (recognizing the “percentage of recovery” method).

1 Plaintiff has provided written approval of the split of attorneys' fees in this action. Nguyen Decl.,
2 ¶ 41.

3 The California Supreme Court confirmed in *Laffitte v. Robert Half Int'l, Inc.*, 1 Cal.5th 480, 506
4 (2016), that "[t]he percentage of fund method survives in California class action cases." Specifically, the
5 *Laffitte* Court held:

6 The recognized advantages of the percentage method—including relative ease of
7 calculation, alignment of incentives between counsel and the class, a better
8 approximation of market conditions in a contingency case, and the encouragement it
9 provides counsel to seek an early settlement and avoid unnecessarily prolonging the
10 litigation—convince us the percentage method is a valuable tool that should not be denied
11 our trial courts.

12 *Id.* at 503 (internal citation omitted); *see also, e.g., Serrano v. Priest*, 20 Cal.3d 25, 34 (1977) ("when a
13 number of persons are entitled in common to a specific fund, and an action brought by a plaintiff or
14 plaintiffs for the benefit of all results in the creation or preservation of that fund, such plaintiff or plaintiffs
15 may be awarded attorney's fees out of the fund."); *Serrano v. Unruh*, 32 Cal.3d 621, 627 (1982) (in
16 awarding a fee from the common fund obtained for the benefit of all parties, the trial court acts within its
17 equitable power to prevent the other parties' unjust enrichment.); *Rawlings v. Prudential-Bache*
18 *Properties, Inc.*, 9 F.3d 513, 516 (6th Cir. 1993) (the percentage of the fund method for calculating
19 attorneys' fees more accurately reflects the results achieved for the putative class than the lodestar method
20 and "establishes reasonable expectations on the part of plaintiffs' attorneys as to their expected recovery;
21 and it encourages early settlement, which avoids protracted litigation."); *In re Rite Aid Corp. Securities*
22 *Litigation*, 396 F.3d 294, 300 (3rd Cir. 2005) ("The percentage-of-recovery method is generally favored
23 in common fund cases because it allows courts to award fees from the fund 'in a manner that rewards
24 counsel for success and penalizes it for failure.'") (citation omitted).

25 *Laffitte* also held that trial courts have discretion to assess reasonableness of fee awards with tools
26 such as the "lodestar cross-check," whereby the trial court calculates class counsel's lodestar (hours
27 worked multiplied by hourly rate) and determines whether the "lodestar multiplier" needed to bring the
28 lodestar on par with the percentage of recovery is reasonable. *Laffitte* at 503-06. While a trial court may
utilize the lodestar cross-check, it need not do so. *Id.* at 506 ("[w]e hold further that trial courts have
discretion to conduct a lodestar cross-check on a percentage fee, as the court did here; they also retain the

1 discretion to forgo a lodestar cross-check and use other means to evaluate the reasonableness of a
2 requested percentage fee.”)

3 Here, Class Counsel’s fee request of \$116,666.66 (one-third of the Gross Settlement Amount) is
4 fair and reasonable based on a percentage of the recovery and is actually lower than the lodestar. First,
5 “regardless of whether the percentage method or the lodestar method is used, fee awards in class actions
6 average around one-third of the recovery.” *Chavez v. Netflix, Inc.*, 162 Cal.App.4th 43, 66, n.11 (2008);
7 *see also, e.g., Cicero v. DirectTV, Inc.*, No. EDCV 07-1182, 2010 WL 2991486 at * 7 (C.D. Cal. July 27,
8 2010) (observing that “30-50% [is] commonly awarded in cases in which the common fund is relatively
9 small” and that in California, “courts usually award attorneys’ fees in the 30-40% range in wage and hour
10 class actions…”); *Williams v. Costco Wholesale Corp.*, No. 02-cv-2003 IEG (AJB), 2010 WL 2721452
11 at * 6 (S.D. Cal. July 7, 2010) (collecting cases where courts awarded between 33.33% and 40% in
12 attorneys’ fees in wage and hour class actions). This is also consistent with Class Counsel’s experience
13 in similar wage and hour class action matters. *See* Nguyen Decl., ¶ 31. Thus, the percentage sought by
14 Class Counsel here (the same percentage sought by class counsel in *Laffitte*) is reasonable.

15 Next, as stated, under the lodestar method the court computes the “lodestar” amount by
16 multiplying the number of hours reasonably expended by each attorney or legal staff member by their
17 reasonable hourly rates. *See, e.g., Serrano v. Priest* 20 Cal.3d 25, 48 (1977). The court then enhances
18 this lodestar figure by a “multiplier” to account for a range of factors, such as the novelty and difficulty
19 of the case, its contingent nature, and the degree of success achieved. *Id.* at 49; *Ketchum v. Moses*, 24
20 Cal.4th 1122, 1132-36 (2001); *Thayer v. Wells Fargo Bank*, 92 Cal.App.4th 819, 834 (2001) (“There is
21 no hard-and-fast rule limiting the factors that may justify an exercise of judicial discretion to increase or
22 decrease a lodestar calculation”). Under California law, lodestar multipliers can range from 2 to 4 or even
23 higher. *See, e.g., Chavez, supra*, 162 Cal.App.4th at 49-50 (approving multiplier of approximately 2.5);
24 *City of Oakland v. Oakland Raiders*, 203 Cal.App.3d 78 (1988) (approving multiplier of ~2.34).

25 In this case, Class Counsel have a lodestar of **\$124,435.00** without the use of any multiplier.
26 Therefore, the lodestar is actually higher than the \$116,666.66 fee request. *See* Nguyen Decl., ¶ 36, Exh.
27 C; Haines Decl., ¶ 11, Exh. B. A general summary showing the number of hours of work performed by
28 each attorney and paralegals is set forth below. The detailed billing records are attached to Nguyen Decl.

as Exhibit C, filed concurrently herewith. The billing rates used are reasonable especially in light of the hourly rates identified based on years of experience in the *Laffey* Matrix, submitted concurrently herewith. Nguyen Decl., ¶ 38, Exh. D.

Name	Billing Initials	Rate	Hours	Pre-Multiplier Lodestar
Scott M. Lidman (23rd Year Attorney)	SML	\$750	29.1	\$21,825.00
Elizabeth Nguyen (16th Year Attorney)	EN	\$650	50.9	\$33,085.00
Paul K. Haines (15th Year Attorney)	PKH	\$650	15.6	\$10,140.00
Milan Moore (6th Year Attorney)	MM	\$400	135.6	\$54,240.00
Paralegals	DJ	\$175	29.4	\$5,145.00
Total Lodestar				\$124,435.00

The fee award requested here is justified because it is **significantly lower** than the lodestar without any multiplier. The fee award requested here is justified because Class Counsel achieved a significant monetary recovery for the Settlement Class in an uncertain and risky case, while bearing the substantial burdens of representation on a contingency basis, and the fees requested are in line with the market rate. *Vizcaino v. Microsoft Corp.*, 290 F.3d 1043, 1048-51 (9th Cir. 2002) (finding that exceptional results in a contingency case, significant risk and the absence of supporting precedents, are proper considerations in awarding attorneys' fees). First, Class Counsel negotiated a substantial recovery for the Settlement Class, resulting in a current participation rate of 100%, and not a single Settlement Class member has objected to the Settlement or to Class Counsel's requested fees as of the date of this filing. *See* Lawrence Decl., ¶¶ 13-15. Additionally, the *average* settlement payment in this case of approximately **\$966.60** is in line with, and above, settlement payments in similar wage and hour class action settlements. *See, e.g., Sorenson v. PetSmart, Inc.*, Case No. 2:06-CV-02674-JAM-DAD (E.D. Cal. 2008) (wage and hour class action settlement approved where average class member recovery was approximately \$60); *Schiller v. David's Bridal, Inc.*, No. 1:10-cv-00616-AWI-SKO, 2012 WL 2117001, at *18 (E.D. Cal. 2012) (finding that average payment to class members of less than \$200 was a "good" result); *Williams v. Centerplate, Inc.*, Nos. 11-CV-2159-H-KSC, 12-CV-0008-H-KSC, 2013 WL 4525428, at *4 (S.D. Cal. 2013) (granting final approval of class action settlement where average recovery for each class member was approximately \$108). The fact that Class Counsel achieved these results without engaging in a protracted

1 legal battle, in the face of serious defense challenges and an uncertain legal landscape, confirms the
2 strength of the results achieved.

3 As discussed above, this case presented significant risk as to both class certification and merits
4 considerations. Accordingly, it is fair and reasonable to account for these risks in compensating Class
5 Counsel. Class Counsel should also be compensated for the risks involved in undertaking this litigation
6 and expending considerable effort, all while working on a pure contingency basis. Since undertaking
7 representation of Plaintiff, Class Counsel have borne all the costs of litigation without receiving any
8 compensation for over one and a half years of work. Nguyen Decl., ¶ 35. During this time, Class Counsel
9 have expended a total of \$18,216.49 in actual costs and have devoted substantial time to this litigation
10 and expect to incur approximately \$200 in future costs for filing the instant motion, filing the final
11 declaration regarding distribution of settlement, service and messenger fees, postage fees, and/or costs
12 for future court appearances.² Nguyen Decl., ¶ 35, Exh. B; Haines Decl., ¶ 11, Exh. A. Class Counsel's
13 efforts have included conducting pre-filing investigation, analyzing Plaintiff's claims, conducting legal
14 research, reviewing MDI's documents and policies, analyzing Settlement Class members' timekeeping
15 data and payroll records, preparing for and attending mediation, negotiating and revising the long-form
16 Settlement and Amended Settlement, preparing the Motions for Preliminary and Final Approval,
17 overseeing the settlement administration process, communicating with Settlement Class members, and
18 otherwise litigating this case. *See* Nguyen Decl., ¶ 32. Moreover, Class Counsel have expended time,
19 effort, and money that they could have expended on less risky cases instead. Given the considerable
20 potential for adverse outcomes in this case, including, but not limited to losing on class certification and/or
21 merits issues, the contingent risk borne by Class Counsel was great. Nguyen Decl., ¶¶ 34-35.

22 Class Counsel's previous experience in litigating wage and hour class actions also supports the
23 reasonableness of the fee request. Class Counsel are well-versed in plaintiff and defense-side wage and
24 hour class action litigation, with substantial experience litigating claims for meal and rest period
25 violations, and related penalties. *See* Nguyen Decl., ¶¶ 3-8; Declaration of Scott M. Lidman ("Lidman

26
27
28 ² Total costs were incurred by Haines Law Group, APC. Please note, this expressly excludes the \$70.43 incurred
by firm in connection with Plaintiff's supplemental brief in support of her motion for final approval. Per CMO
section I.4.d., Plaintiff is not seeking reimbursement of such costs.

Decl.”), ¶¶ 3-8; Haines Decl., ¶¶ 3-8. They have been certified as class counsel in numerous other cases. *Id.* Their experience in similar matters was integral in evaluating the strengths and weaknesses of the case against Defendants and the reasonableness of the Settlement. *See* Nguyen Decl., ¶ 34. Practice in the narrow field of wage and hour litigation requires skill and knowledge concerning the rapidly evolving substantive state and federal law, as well as the procedural law of class action litigation. *Id.* Because it is reasonable to compensate Class Counsel commensurate with their skill, reputation, and experience, a fee award of one-third of the Gross Settlement Amount is fair reasonable, fair, reasonable, and adequate and should be approved.

D. The Requested Cost Amount Warrants Final Approval as Fair, Adequate, and Reasonable

Class Counsel seek reimbursement in the total amount of \$18,416.49³ in litigation costs, which expressly excludes any costs related to Plaintiff’s filing of supplemental briefing in connection with his Motion for Preliminary Approval. Class Counsel’s request is fair, adequate, and reasonable, as all of these costs are documented and reasonably incurred. *See* Nguyen Decl., ¶ 33, Exh. B; Haines Decl., ¶ 11, Exh. A. Moreover, the costs Plaintiff seeks are the types of costs routinely approved by courts. *See, e.g., Harris v. Marhoefer*, 24 F.3d 16, 19 (9th Cir. 1994) (counsel should recover “those out-of-pocket expenses that would normally be charged to a fee paying client”); *Ashker v. Sayre*, No. 05-03759 CW, 2011 WL 825713, at * 3 (N.D. Cal. 2011)(“costs of reproducing pleadings, motions and exhibits are typically billed by attorneys to their fee-paying clients” and are reimbursable); *Trustees of Const. Industry & Laborers Health and Welfare Trust v. Redland Ins. Co.*, 460 F.3d 1253, 1258-59 (9th Cir. 2006) (legal research costs are reimbursable); *In re Immune Response Securities Litigation*, 497 F. Supp. 2d 1166, 1177-78 (S.D. Cal. 2007) (mediation expenses, consultant and expert fees, legal research, copies, postage, filing fees, messenger and overnight delivery costs are reimbursable). Because the expense reimbursements requested by Class Counsel were reasonably incurred, and no Settlement Class member has objected to them, Plaintiff respectfully requests the Court should grant the request for verified costs incurred.

³ This amount includes the anticipated costs of \$200 for filing fees, service and messenger fees, expenses for future court appearances, and/or postage.

1 **E. The Court Should Finally Approve the Requested Administration Costs**

2 Plaintiff also requests that the Court approve \$3,995.00 in administration costs to the Settlement
3 Administrator, Phoenix. As detailed in the declaration of Jodey Lawrence on Behalf of Phoenix submitted
4 herewith, Phoenix performed duties in connection with this Settlement that were integral in effectuating
5 the Settlement and the Notice process. Among other things, Phoenix calculated each Settlement Class
6 member's individual settlement payment, updated addresses contained in the class data supplied by
7 Defendants, formatted and translated the Notice Packets for mailing in English and Spanish, mailed
8 Notice Packets to all 182 Class Members, kept the parties informed of any objections or requests for
9 exclusion, and have otherwise administered the Settlement. *See* Lawrence Decl., ¶¶ 2-22. For these
10 reasons, Phoenix's requested costs are fair, reasonable, and adequate, and should be finally approved.

11 **F. Plaintiff's Requested Service Award Is Fair, Adequate, and Reasonable in View of**
12 **Plaintiff's Efforts and the Risks that She Assumed on Behalf of the Class**

13 Courts routinely approve service payments to compensate named plaintiffs for the services they
14 provide and the risks they incur during class action litigation. *See, e.g., Bell v. Farmers Ins. Exchange*,
15 115 Cal.App.4th 715, 726 (2004) (upholding "service payments" to named plaintiffs for their efforts in
16 bringing the case); *Van Vranken v. Atlantic Richfield Co.*, 901 F. Supp. 294 (N.D. Cal. 1995) (approving
17 \$50,000 service payment). In analyzing the requested service payment, courts consider the following
18 factors: the actions the plaintiff has taken to protect the interests of the class, the degree to which the class
19 has benefitted from those actions, and the amount of time and effort the plaintiff expended in pursuing the
20 litigation. *See Clark v. Am. Residential Servs. LLC* (2009) 175 Cal.App.4th 785, 804.

21 Here, analyzing those factors weigh in favor of approving Plaintiff's requested service award of
22 \$5,000.00 because request is reasonable given Plaintiff's efforts in this case and the risks she undertook
23 on behalf of Class Members. Nguyen Decl., ¶ 42; Declaration of Rosalba Ramirez ("Ramirez Decl."), ¶¶
24 7-10. Plaintiff gathered documents for use in the lawsuit, and worked with Class Counsel on the case,
25 including preparing for mediation and discussing the case, the merits, the defenses, and the overall
26 fairness of the settlement reached. *See* Nguyen Decl., ¶ 42; Ramirez Decl., ¶¶ 7-9. The class has benefited
27 from Plaintiff's actions as the average settlement amount is **\$966.60**.

28 Further, Plaintiff understood the risk that she could be liable for MDI's costs if she lost the case
and accepted this risk because she wanted MDI to compensate its current and former employees for

1 unpaid wages. In addition, Plaintiff understood that the lawsuit is a matter of public record and being
2 part of the lawsuit could stigmatize her and/or affect future employment. Ramirez Decl., ¶ 6. Plaintiff
3 estimates she spent approximately 20 hours on activities related to this case. *Id.* at ¶ 8.

4 In addition, Plaintiff feared that it would be difficult for her to get a similar job in the future as
5 employers might not want to hire her after bringing suit against her former employer. *Id.* at ¶ 6. Despite
6 her fears, Plaintiff undertook these risks in order benefit the class. Moreover, Plaintiff agreed to a release
7 of claims against MDI that extends beyond the release of claims applicable to members of the Settlement
8 Class. *Id.* at ¶ 10.

9 Further, after receiving notice of the proposed Class Representative Service Award for Plaintiff,
10 no Class Member has objected to the proposed award, as of the date of this filing. *See* Lawrence Decl.,
11 ¶ 15. Thus, the service award to Plaintiff is appropriate and justified as part of the Settlement and should
12 be finally approved.

13 **V. CONCLUSION**

14 For the reasons stated herein, Plaintiff respectfully submits that this Court should grant Plaintiff's
15 motion in its entirety and adopt the [Proposed] Order Granting Final Approval of Class Action Settlement
16 and Final Judgment submitted herewith.

17 Dated: January 21, 2022

Respectfully submitted,
LIDMAN LAW, APC

18
19 By: _____


Elizabeth Nguyen
Attorney for Plaintiff
ROSALBA RAMIREZ