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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ORANGE

MY LE PHAM, as an individual and on behalf
of all others similarly situated,

Plaintiff,

vs.

PLASMA RUGGEDIZED SOLUTIONS, INC.,
a Delaware corporation; and DOES 1 through
100, inclusive,

Defendants.

Case No. 30-2019-01086573-CU-OE-CXC

*[Assigned for all purposes to Hon. Peter Wilson,
Dept. CX102]*

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

Date: December 3, 202
Time: 2:00 p.m.
Dept.: CX 102

Date Action Filed: July 30, 2019
Trial Date: None Set

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

PLEASE TAKE NOTICE that pursuant to Rule 3.769 of the California Rules of Court, on December 3, 2020 at 2:00 p.m. in Department CX104 of the above entitled Court, located at 751 West Santa Ana Blvd., Santa Ana, California 92701, Plaintiff My Le Pham (“Plaintiff”), individually and on behalf of a class of similarly situated individuals, will and hereby does move this Court for:

1. Confirming the certification of the Settlement Class for settlement purposes under Section 382 of the California Code of Civil Procedure;
2. Confirming the appointment of Plaintiff My Le Pham as Class Representative for settlement purposes;
3. Confirming the appointment of Scott M. Lidman, Elizabeth Nguyen, and Milan Moore of Lidman Law, APC, and Paul Haines of Haines Law Group, APC, as Class Counsel for settlement purposes;
4. Granting final approval of the Stipulation of Settlement (“Settlement”);
5. Approving an award of \$131,666.66 in attorneys’ fees to Class Counsel;
6. Approving an award of \$22,718.53 in costs to Class Counsel;
7. Approving an award of \$10,000.00 in costs to Phoenix Settlement Administrators (“Phoenix”) for its settlement administration services;
8. Approving a representative payment of \$5,000.00 to Plaintiff My Le Pham for her services as Class Representative;
9. Approving an award of \$7,500.00 to the Labor & Workforce Development Agency (“LWDA”); and
10. Entering final judgment in the form of the [Proposed] Order of Final Approval of Class Action Settlement and Final Judgment filed concurrently herewith.

This Motion is based on this notice of motion, the attached memorandum of points and authorities attached hereto, the declarations of Scott M. Lidman, Elizabeth Nguyen, Paul K. Haines,

1 Milan Moore, Plaintiff My Le Pham¹ and Elizabeth Kruckenberg of Phoenix Settlement
2 Administrators, and the exhibits attached thereto, the pleadings and other papers filed in this action,
3 and on any further oral or documentary evidence or argument presented at the time of hearing.

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5 Dated: November 6, 2020

Respectfully Submitted,
LIDMAN LAW, APC

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7 By:


Elizabeth Nguyen
Attorney for Plaintiff
MY LE PHAM

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28 ¹ The declaration of Plaintiff My Le Pham was originally filed with this Court on May 26, 2020 in connection with the Motion for Preliminary Approval. For the convenience of the Court, Plaintiff has re-filed her declaration with the instant Motion.

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1 **MEMORANDUM OF POINTS AND AUTHORITIES²**

2 **I. INTRODUCTION**

3 Plaintiff My Le Pham (“Plaintiff”) submits this memorandum of points and authorities in support
4 of her motion for final approval of the class action settlement (the “Settlement”) with Defendant Plasma
5 Ruggedized Solutions, Inc. (hereinafter “Plasma” or “Defendant”) on behalf of the Settlement Class
6 defined as: “all current and former non-exempt employees who worked for Defendant Plasma Ruggedized
7 Solutions, Inc. in California from July 30, 2015 through June 30, 2020.”

8 In this non-reversionary Settlement, all participating Class Members will receive **automatic**
9 payments without the need to submit a claim form, resulting in an average settlement payment of
10 approximately **\$893.91** to each participating Settlement Class member. This is a favorable resolution of
11 the highly disputed wage and hour claims in this case and the significant litigation risks that Plaintiff
12 faced. Since this Court granted preliminary approval on August 3, 2020, nothing has changed to impact
13 the propriety, fairness, adequacy and reasonableness of the Settlement. In addition, after receiving notice
14 of the Settlement and of their projected Settlement payments, no Settlement Class members have opted
15 out of the Settlement and not a single Class Member filed an objection to any portion of the Settlement.

16 As explained below, the Court should grant Plaintiff’s motion in its entirety because: (1) the Class
17 continues to meet the requirements for class certification for settlement purposes under Code of Civil
18 Procedure section 382; (2) the Settlement warrants final approval because it is a fair, adequate, and
19 reasonable compromise of the disputed claims in this case; and (3) the amounts requested for Class
20 Counsel’s attorneys’ fees and costs, Plaintiff’s Class Representative Payment, payment to the Labor
21 Workforce Development Agency (“LWDA”), and settlement administration costs are all fair, adequate,
22 and reasonable. In light of the foregoing, Plaintiff respectfully requests that this Court enter the

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27 ² Given the multiplicity of issues addressed in this Motion, Plaintiff respectfully requests that the Court
28 allow Plaintiff to exceed the 20-page limit set forth in California Rule of Court 3.764(c)(2), and that the
Court consider the attached memorandum of points and authorities which is 22 pages in length.

[Proposed] Order of Final Approval of Class Action Settlement and Final Judgment submitted concurrently herewith.

II. FACTUAL AND PROCEDURAL BACKGROUND

On July 30, 2019 Plaintiff filed a putative class action complaint against Plasma in Orange County Superior Court. *See* Declaration of Elizabeth Nguyen (“Nguyen Decl.”), ¶ 10. On June 8, 2020, Plaintiff filed a First Amended Class and Representative Action Complaint (“FAC”). In the FAC, Plaintiff alleges that Defendant: (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 authorized and permit all legally required rest periods; (5) failed to provide accurate, itemized wage statements; (6) failed to pay all wages owed upon termination; (7) engaged in unlawful business practices; (8) is liable for civil penalties under the Labor Code Private Attorneys General Act of 2004 (“PAGA”). *Id.*

A. Plaintiff’s Claims

As explained in detail in the Motion for Preliminary Approval, Plaintiff’s primary theories of liability are related to Plasma’s alleged unlawful wage and timekeeping policies and practices and its failure to provide Class Members all legally compliant duty-free meal and rest periods. Nguyen Decl., ¶¶ 11-25. Specifically, Plaintiff alleges that she and other Settlement Class members were not paid for all time worked. Nguyen Decl., ¶ 11. Plaintiff alleges Plasma required her and other Settlement Class members to wear safety equipment in connection with the performance of their duties. *Id.* Plaintiff alleges that she and the other Settlement Class members were required and directed by Plasma to don their safety equipment prior to the start of their scheduled shifts. *Id.* Plaintiff alleges that it took her a total of approximately 5 minutes each shift to don and doff her safety equipment. *Id.* Further, on occasions when Plaintiff and other Settlement Class members worked over eight hours a day and/or forty hours in a workweek, Defendant’s practice of requiring Plaintiff and other Settlement Class members to work off the clock also deprived them of all overtime wages worked. *Id.*

Plaintiff further alleges she and other Settlement Class members were not paid for all time worked. Nguyen Decl., ¶ 13. Specifically, Plaintiff alleges that Plasma unlawfully rounded/shaved Plaintiff’s time such that Plaintiff was routinely underpaid for all her time worked. *Id.*

1 Plaintiff also alleges that Plasma failed to provide all legally required meal periods. Nguyen
2 Decl., ¶ 15. Specifically, Plaintiff alleges that she was not timely provided all required meal periods due
3 to the work assignments and/or by failing to record all time worked for purposes of providing a meal
4 break before the end of the fifth hour of work. *Id.* Additionally, Plaintiff alleges that Plasma unlawfully
5 automatically deducted thirty minutes from her work time each shift for her meal periods regardless of
6 whether a meal period was taken or not.

7 Plaintiff alleges that Plasma did not authorize and permit its non-exempt employees to take all
8 required rest periods. Nguyen Decl., ¶ 17. Specifically, Plaintiff alleges that due to work demands
9 imposed by Plasma, she was not authorized and permitted to take any rest periods. *Id.*

10 Plaintiff also alleges that Plasma failed to comply with Labor Code § 226(a) which requires that
11 wage statements provide the hours worked and the rate at which they are being paid. Nguyen Decl., ¶
12 19. As a result of the alleged unpaid minimum and overtime wages, and meal period and rest period
13 premium wages described above, Plaintiff alleges that Plasma issued inaccurate wage statements in
14 violation of Labor Code § 226, failed to pay all wages to Settlement Class members upon their separation
15 of employment, and is thus liable for civil penalties under the Labor Code Private Attorney General Act
16 (“PAGA”). Nguyen Decl., ¶¶ 19-23.

17 As explained *infra* and in Plaintiff’s Motion for Preliminary Approval, Plasma denies Plaintiff’s
18 claims and asserts several affirmative defenses, both on the merits and with respect to class certification.

19 **B. Mediation and Settlement**

20 In connection with mediation, Plasma represents that it produced to Plaintiff’s counsel exemplars
21 of timekeeping and payroll records for the putative class, applicable documents regarding its wage and
22 hour policies, and other information, including a complete set of data on all hours worked during the
23 alleged Class Period by all putative Class Members, which Plasma contends was further verified in a
24 sworn expert witness report provided by its retained expert, thus allowing each side to make their own
25 calculations of alleged damages and penalties with specificity. Further, Plasma produced to Plaintiff
26 detailed financial information, since confirmed in a sworn Declaration of Plasma’s Chief Financial
27 Officer. Nguyen Decl., ¶ 26. Plaintiff retained an expert to conduct an analysis of the payroll data and
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1 time records produced by Defendant to calculate Defendant's potential exposure for each of Plaintiff's
2 claims. *Id.* After the detailed review of the payroll and time records and other documents and policies
3 produced by Defendant, Class Counsel drew on their extensive experience in similar cases to assess the
4 strengths and weaknesses of Plaintiff's case. *Id.* This discovery allowed the parties to assess the merits
5 and value of Plaintiff's claims and Defendant's defenses thereto, if a settlement could not be reached. *Id.*

6 On February 21, 2020, after extensive research and analysis, including a detailed analysis of
7 Defendant's time punch and payroll data prepared by Plaintiff's retained expert who holds a Ph.D. in
8 economics, the Parties participated in a full-day mediation with Eve Wagner, Esq., a preeminent wage
9 and hour class action mediator, at Signature Resolution. Nguyen Decl., ¶ 27. During mediation, the
10 Parties vigorously debated their opposing legal positions, the likelihood of certification of Plaintiff's
11 claims, Defendant's financial condition and ability to pay a class-wide settlement, and the legal basis for
12 the claims and defenses. Ultimately, the parties agreed in principle on a class-wide resolution. *Id.* In
13 the months that followed, the parties finalized and executed the Settlement Agreement. *Id.*

14 **C. Preliminary Approval of Settlement**

15 Plaintiff submitted the Settlement to the Court with her Motion for Preliminary Approval on May
16 26, 2020. Nguyen Decl., ¶ 28. On July 27, 2020, pursuant to the Court's tentative ruling on Plaintiff's
17 Motion for Preliminary Approval, Plaintiff submitted a [Proposed] Order Granting Preliminary Approval
18 of the Settlement with an amended class notice attached thereto. *Id.* On August 3, 2020, the Court
19 issued an order Granting Preliminary Approval of the Settlement. *Id.*; Exh. A (Order Granting
20 Preliminary Approval).

21 On August 26, 2020, the Court-approved Notice Packet (consisting of the Notice of Pendency of
22 Class Action and Proposed Settlement; Notice of Individual Settlement Award; Objection Form; and
23 Request for Exclusion Form) was sent to Settlement Class members, and the Settlement Class members
24 had until October 26, 2020 to submit disputes, objections, and/or requests for exclusion. *See* Declaration
25 of Elizabeth Kruckenberg of Phoenix Settlement Administrators ("Kruckenberg Decl."), ¶ 7. As of the
26 date of this filing, PSA has not received any objections or opt-outs. *Id.*, ¶¶ 13-15. Plaintiff now
27 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 non-exempt employees who worked
4 for Defendant Plasma Ruggedized Solutions, Inc. in California from July 30, 2015 through June 30,
5 2020.” Nguyen Decl., ¶ 29.

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

7 The Settlement provides for Plasma to pay a Gross Settlement Amount of Three Hundred Ninety-
8 Five Thousand Dollars and Zero Cents (\$395,000.00). Kruckenberg Decl., ¶ 16. The Net Settlement
9 Amount is the amount remaining from the Gross Settlement Amount after deducting requested attorneys’
10 fees (\$131,666.66) and verified costs (\$22,718.53), proposed Class Representative Payment to Plaintiff
11 (\$5,000.00), Settlement Administration costs (\$10,000.00), and PAGA payment to the Labor and
12 Workforce Development Agency (“LWDA”) (\$7,500.00). *Id.* Based on these requested amounts, the
13 Net Settlement Amount is calculated to be approximately **\$218,114.81**. *Id.*

14 Payment to Settlement Class members will be distributed as follows:

15 Eighty-Five Percent (85%) of the Net Settlement Amount shall be allocated to Settlement Class
16 Members who worked during the Class Period, as follows: each participating Settlement Class member
17 shall receive a proportionate settlement share based upon the number of workdays worked during the
18 Class Period, the numerator of which is the Settlement Class Member’s total workdays worked during
19 the Class Period, and the denominator of which is the total workdays worked by all Settlement Class
20 Members who worked during the Class Period. *See* Settlement, ¶ 6.B.i.

21 Ten Percent (10%) of the Net Settlement Amount shall be designated as the “Waiting Time
22 Amount.” Each participating Settlement Class member whose employment with Defendant was
23 separated at any time from July 30, 2016 until June 30, 2020 shall receive a portion of the Waiting Time
24 Amount proportionate to the number of Workweeks worked during the period July 30, 2016 until June
25 30, 2020 the numerator of which is the Settlement Class member’s gross number of workdays during this
26 period, and the denominator of which is the total number of workdays worked by all participating
27 Settlement Class members during this period. *See* Settlement, ¶ 6.B.ii.

1 Five Percent (5%) of the Net Settlement Amount shall be designated as the “Wage Statement
2 Amount.” Each participating Settlement Class member who was employed by Defendant at any time
3 from July 30, 2018 until June 30, 2020 shall receive a portion of the Wage Statement Amount
4 proportionate to the number of Workweeks worked during the period July 30, 2018 until June 30, 2020,
5 the numerator of which is the Settlement Class member’s gross number of workdays worked during this
6 period, and the denominator of which is the total number of workdays worked by all participating
7 Settlement Class members during this period. *See* Settlement, ¶ 6.B.iii.

8 Two Thousand Five Hundred Dollars and Zero Cents (\$2,500.00) of the Gross Settlement Amount
9 has been designated as the “PAGA Amount” as described above. Each participating Settlement Class
10 member who was employed by Defendant at any time from July 30, 2018 until June 30, 2020 shall
11 receive a portion of the PAGA Amount proportionate to the number of workdays that he or she worked
12 during the period of July 30, 2018 until June 30, 2020 and which will be calculated by multiplying the
13 PAGA Amount by a fraction, the numerator of which is the participating Settlement Class member’s
14 number of workdays worked during the time period from July 30, 2018 until June 30, 2020 and the
15 denominator of which is the total number of workdays worked by all Settlement Class members who do
16 not opt out of the Settlement during the time period of July 30, 2018 until June 30, 2020. *See* Settlement,
17 ¶ 6.B.iv.

18 Payments to Class Members will be classified as 75% as penalties and interest to be reported on
19 a 1099 form, and 25% as wages to be reported on a W-2 form. *See* Settlement, ¶ 6.D.

20 Defendant will pay the employer’s share of payroll taxes separately from, and in addition to, the
21 Gross Settlement Amount. *See* Settlement, ¶ 4.D; Kruckenberg Decl., ¶ 17

22 **C. Summary of Notice Process**

23 **1. *Mailing of Notice Packets***

24 On August 6, 2020, Defendant provided Phoenix with data files with the following information:
25 Settlement Class Member names, last known addresses, phone numbers, social security numbers, the
26 dates of employment, and the number of Workweeks worked by each Settlement Class member while
27 employed during the Class Period. Kruckenberg Decl., ¶ 6. After performing address updates and
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1 verifications, Phoenix mailed the Class Notice of Pendency and Settlement of Class Action, Notice of
2 Individual Settlement Award, Objection Form, and Request for Exclusion Form (collectively, the
3 “Notice Packet”) to the 244 Settlement Class members on August 26, 2020. *Id.* at ¶¶ 7-8.³ Following
4 the initial mailing, eight (8) Notice Packets were returned to Phoenix by the Post Office. *Id.* at ¶ 9. After
5 Phoenix performed a Skip Trace, eight (8) Notice Packets were re-mailed. *Id.* at ¶ 11. As of the date of
6 filing this final approval motion, zero (0) Notice Packets remain undeliverable. *Id.* at ¶ 12.

7 The deadline for Settlement Class members to submit objections, requests for exclusion, or
8 disputes was October 26, 2020. Kruckenberg Decl., ¶ 8. As of the date of this filing, there were no
9 objections, no disputes, and no Settlement Class members have elected to opt-out of the Settlement. *Id.*
10 at ¶¶ 13-15. Accordingly, as of the date of this Motion, the participation rate amongst the Settlement
11 Class members is 100% and the average estimated payment is \$893.91, with the highest estimated
12 payment to a Settlement Class member being \$2,631.45, and the lowest estimated payment to a
13 Settlement Class member being \$1.44 (because this class member only worked one day), and the median
14 amount is \$584.52. *Id.*, ¶¶ 13-18.

15 **D. Timing of Payments**

16 Under the terms of the Settlement, the Gross Settlement Amount shall be paid by Defendant, as
17 follows: the Gross Settlement Amount of Three Hundred Ninety-Five Thousand Dollars and Zero Cents
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20 ³ In March 2020 when the Parties entered into the Settlement Agreement and Plaintiff filed Plaintiff’s
21 Motion for Preliminary Approval, the Parties estimated that there were 221 estimated Settlement Class
22 members, rendering the average payment to participating Settlement Class members to be approximately
23 \$981.15. After Preliminary Approval was granted and Defendant sent Phoenix the class data for the
24 conditionally certified class period, there were 244 Settlement Class Members. *See* Kruckenberg Decl.,
25 ¶¶ 7-8. The Notice to Class Members accurately reflected the estimated class size of 244 and that the
26 class member’s estimated settlement share was based on this class size. As of the date of this filing, there
27 are 244 Settlement Class members, rendering the average payment to Settlement Class members to be
28 approximately \$893.91. *See* Kruckenberg Decl., Exh. A. Thus, the increase in Settlement Class members
from the time Plaintiff’s Motion for Preliminary Approval through the date of this filing caused a decrease
in the average payment to Settlement Class members. Nonetheless, the Settlement remains fair because
Plaintiff’s analysis as discussed in the Motion for Preliminary Approval was based on workweeks and
Defendant’s financial condition, among other factors. Although the number of class members increased,
the overall exposure analysis based on workweeks worked by the putative class remained consistent with
the terms of the Settlement. Nguyen Decl., ¶ 43.

1 (\$395,000.00) shall be deposited by Defendant with the Settlement Administrator within thirty (30)
2 calendar days after the Effective Date.⁴ See Settlement, ¶ 4.C.

3 Within ten (10) calendar days following Defendant's deposit of the Gross Settlement Amount in
4 trust to a Qualified Settlement Fund established by the Settlement Administrator, the Settlement
5 Administrator shall calculate Settlement Award amounts and provide the same to counsel for the Parties
6 for review and approval, and counsel for the Parties shall respond to the Settlement Administrator within
7 ten (10) calendar days. Within ten (10) calendar days of approval by counsel for the Parties, the
8 Settlement Administrator shall prepare and mail Settlement Awards, less applicable taxes and
9 withholdings, to participating Settlement Class Member. See Settlement, ¶ 6.C. The Settlement
10 Administrator shall simultaneously pay the withholdings. *Id.*

11 After disbursement, Settlement Class Members will have 180 days to cash their checks. See
12 Settlement, ¶ 6.C. Funds remaining unclaimed will be distributed to the California State Controller's
13 Office – Unclaimed Property Fund in the name of the Settlement Class member. *Id.*; Nguyen Decl., ¶
14 30.

15 **E. Notice of Judgment**

16 As stated on the Notice of Pendency to Class Action and Proposed Settlement mailed to class
17 members, the final judgment entered by the Court will be posted on the Settlement Administrator's
18 website at <http://www.phoenixclassaction.com/class-action-lawsuits/judgments/>. See Kruckenberg
19 Decl., Exh A.; Nguyen Decl., ¶ 45.

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26 ⁴ This Settlement Agreement shall become effective on the latter of: (a) the Court's final approval of the
27 settlement if no objections by or on behalf of the Class Members have been filed; (b) the time for appeal
28 has expired if an objection has been filed and no appeal has been filed or withdrawn; or (c) the final
resolution of any appeal that has been filed in favor of the validity of the final approval order ("Effective
Date"). See Settlement, ¶ 4.B.

1 **IV. ARGUMENT**

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

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

11 Here, this Court found that the Class meets all the requirements for class certification for
12 settlement purposes when it granted preliminary approval of the Settlement on August 3, 2020. *See*
13 *Nguyen Decl.*, ¶ 28; Exh. A. After the Court entered an order granting preliminary approval, no events
14 have occurred to cast doubt on the propriety of this determination. In fact, the reaction of the Settlement
15 Class members thus far to the Settlement has been strongly in support of the Settlement. No Settlement
16 Class members have objected to any portion of the Settlement and no Settlement Class members have
17 elected to opt-out of the Settlement. *See Kruckenberg Decl.*, ¶¶ 13-15. This Court should therefore
18 confirm its conditional certification of the Settlement Class.

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

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

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

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

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

19 *Id.* These factors require balancing, are non-exhaustive and, as such, trial courts should tailor the factors
20 to each case and give due regard to “what is otherwise a private consensual agreement between the
21 parties.” *Id.*

22 “In the context of a settlement agreement, the test is not the maximum amount plaintiffs might
23 have obtained at trial on the complaint, but rather whether the settlement is reasonable under all of the
24 circumstances.” *Wershba v. Apple Computer, Inc.*, 91 Cal.App.4th 224, 250 (2001). Because settlements
25 inherently involve compromise, even settlements providing for substantially narrower relief than likely
26 would be obtained if the suit were successfully litigated can be reasonable because, “the public interest
27 may indeed be served by a voluntary settlement in which each side gives ground in the interest of avoiding
28 litigation.” *Id.* (quoting *Air Lines Stewards, etc., Local 550 v. American Airlines, Inc.*, 455 F.2d 101, 109
 (7th Cir. 1972)).

1 Here, the Settlement resulted from extensive arm's length settlement negotiations between
2 qualified and experienced counsel, with the assistance of a well-respected mediator, and is fair, adequate,
3 and reasonable for all Settlement Class members. While Plaintiff maintains that her claims are
4 meritorious, Plaintiff acknowledges that her position includes substantial risks and uncertainty (including
5 Plasma's ability to pay an eventual judgment), which justifies a downward departure from the maximum
6 exposure that Plaintiff's calculated each claim carried.

7 As detailed in Plaintiff's Motion for Preliminary Approval, there is significant risk of non-
8 certification and/or not prevailing on the merits with respect to each of Plaintiff's claims. For example,
9 with respect to Plaintiff's unlawful donning claim, Plasma contends that Class Members received all
10 overtime wages to which they were entitled. Nguyen Decl., ¶ 12. Plasma also contends that any unpaid
11 time was *de minimis* and therefore non-compensable. *Id.* Plasma further asserts that Plaintiff would be
12 unable to certify this class given the individualized inquiries that would be required to assess how long it
13 took each employee to don and doff their safety equipment each shift. *Id.*

14 Similarly, as for Plaintiff's unlawful rounding claim, Plasma contends that it compensated non-
15 exempt employees for all of their time worked. Nguyen Decl., ¶ 14. Defendant also contends that its
16 rounding practices were lawful, and any unpaid time was *de minimis* and therefore non-compensable.
17 *Id.* Plasma further assert that Plaintiff would be unable to certify a rounding class given the
18 individualized inquiries that would be required, given that Plasma's rounding mechanism was, according
19 to Plasma, allegedly facially neutral.

20 As for Plaintiff's meal period claims, Plasma counters that it has always provided the
21 opportunity to take legally compliant meal periods, and any non-compliant meal periods reflected in
22 employee timekeeping records were solely the result of employee choice not to take a meal period,
23 rather than any policy or practice of Plasma. Nguyen Decl., ¶ 16. Plasma further points out that under
24 *Brinker Restaurant Corp. v. Superior Court* (2012) 53 Cal. 4th 1004, it is only required to "provide" the
25 opportunity to take meal periods, not "ensure" meal periods are taken, and that it has always done so.
26 *Brinker, supra*, 53 Cal.4th at 1038 (rejecting "ensure" standard). Finally, Plasma maintains Plaintiff's
27 meal period claim is not suited for class certification, since individual inquiries would be required to
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1 assess which employees missed second meal periods, how often, and the reasons why a particular
2 employee missed a meal period during a particular shift. *Id.*

3 As for Plaintiff's rest period claims, Plasma contends it has always maintained and enforced
4 lawful rest period policies and practices, and that Settlement Class members were provided with all off-
5 duty and paid rest periods. Nguyen Decl., ¶ 18. Further, Plasma argues that Plaintiff's rest period claim
6 is inherently unsuited for class treatment as it requires an individualized inquiry into whether each
7 Settlement Class member was in fact authorized and permitted to take a compliant rest period, which
8 would devolve into an unmanageable series of mini-trials. *Id.*

9 As for Plaintiff's claim for wage statement penalties, Plasma argues the alleged wage statement
10 violations could not be shown to be "knowing and intentional," and that meal and rest period violations
11 cannot serve as a basis for wage statement penalties. Plasma further argues that Plaintiff cannot show
12 that they or any other employee "suffer[ed] injury" as a result of the alleged wage statement violations,
13 as required by Lab. Code § 226(e) for imposition of penalties. Nguyen Decl., ¶ 20.

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

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

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1 These considerations, along with Plasma’s financial condition⁵, not only bore heavily on the
2 negotiations leading to the Settlement, but also confirm that the Settlement is fair, adequate, and
3 reasonable compromise in view of the risks of further litigation. Nguyen Decl., ¶ 25. As detailed in
4 Plaintiff’s Motion for Preliminary Approval, Plaintiff carefully vetted the claims at issue and conducted
5 a detailed liability analysis of class-wide data to arrive at the calculated damages figures. Thus, while
6 these risks are far from exhaustive, they demonstrate that the Settlement is fair, adequate, and reasonable
7 in view of them.

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

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

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

20 Class members’ response to a settlement is relevant in evaluating whether it merits final approval.
21 *Dunk, supra*, 48 Cal.App.4th at 1801. The lack of objections and few requests for exclusion supports a
22 fairness presumption. See *7-Eleven Owners for Fair Franchising v. Southland Corp.* (2000) 85
23 Cal.App.4th 1135, 1152-53 (finding 9 objections and 80 opt-outs from a class of 5,454 showed a
24 “particularly impressive” favorable response from class members). Here, as of the filing of this Motion,
25 not a single Settlement Class member has objected to the Settlement and no Settlement Class member
26 have elected to opt-out of the Settlement. In addition, none of the 244 Notice Packets were returned

27 ⁵ Defendant produced various financial documents to Plaintiff which were then analyzed by Plaintiff’s forensic
28 accountant to evaluate Defendant’s ability to pay a class-wide settlement. Defendant confirmed these documents
in its CFO’s sworn Declaration. Nguyen Decl., ¶ 25.

undeliverable. Kruckenberg Decl., ¶¶ 8-15. The extremely favorable response of the Settlement Class further confirms that the Settlement is fair, adequate, and reasonable.

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

Plaintiff and the Settlement Class, as the prevailing parties in settlement, are entitled to recover their attorneys’ fees and costs for their wage claims. *See* Lab. Code §§ 218.5, 226(e) and 2699(g). A fee award is justified where the legal action has produced its benefits by way of a voluntary settlement. *See, e.g., Maria P. v. Riles*, 43 Cal.3d 1281, 1290-91 (1987); *Westside Community for Independent Living, 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).

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

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

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

Id. at 503 (internal citation omitted); *see also, e.g., Serrano v. Priest*, 20 Cal.3d 25, 34 (1977) (“when a number of persons are entitled in common to a specific fund, and an action brought by a plaintiff or plaintiffs for the benefit of all results in the creation or preservation of that fund, such plaintiff or plaintiffs may be awarded attorney’s fees out of the fund.”); *Serrano v. Unruh*, 32 Cal.3d 621, 627 (1982) (in awarding a fee from the common fund obtained for the benefit of all parties, the trial court acts within its

equitable power to prevent the other parties' unjust enrichment.); *Rawlings v. Prudential-Bache Properties, Inc.*, 9 F.3d 513, 516 (6th Cir. 1993) (the percentage of the fund method for calculating attorneys' fees more accurately reflects the results achieved for the putative class than the lodestar method and "establishes reasonable expectations on the part of plaintiffs' attorneys as to their expected recovery; and it encourages early settlement, which avoids protracted litigation."); *In re Rite Aid Corp. Securities Litigation*, 396 F.3d 294, 300 (3rd Cir. 2005) ("The percentage-of-recovery method is generally favored in common fund cases because it allows courts to award fees from the fund 'in a manner that rewards counsel for success and penalizes it for failure.'") (citation omitted).

Laffitte also held that trial courts have discretion to assess reasonableness of fee awards with tools such as the "lodestar cross-check," whereby the trial court calculates class counsel's lodestar (hours worked multiplied by hourly rate) and determines whether the "lodestar multiplier" needed to bring the 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 discretion to forgo a lodestar cross-check and use other means to evaluate the reasonableness of a requested percentage fee.")

Here, Class Counsel's fee request of \$131,666.66 (one-third of the Gross Settlement Amount) is fair and reasonable based on a percentage of the recovery confirmed with a lodestar cross-check. First, "regardless whether the percentage method or the lodestar method is used, fee awards in class actions average around one-third of the recovery." *Chavez v. Netflix, Inc.*, 162 Cal.App.4th 43, 66, n.11 (2008); *see also, e.g., Cicero v. DirectTV, Inc.*, No. EDCV 07-1182, 2010 WL 2991486 at * 7 (C.D. Cal. July 27, 2010) (observing that "30-50% [is] commonly awarded in cases in which the common fund is relatively small" and that in California, "courts usually award attorneys' fees in the 30-40% range in wage and hour class actions..."); *Williams v. Costco Wholesale Corp.*, No. 02-cv-2003 IEG (AJB), 2010 WL 2721452 at * 6 (S.D. Cal. July 7, 2010) (collecting cases where courts awarded between 33.33% and 40% in attorneys' fees in wage and hour class actions). This is also consistent with Class Counsel's experience in similar wage and hour class action matters. *See* Nguyen Decl., ¶ 34. Thus, the percentage sought by

1 Class Counsel here (the same percentage sought by class counsel in *Laffitte*) is reasonable.

2 Next, as stated, under the lodestar method the court computes the “lodestar” amount by
3 multiplying the number of hours reasonably expended by each attorney or legal staff member by their
4 reasonable hourly rates. *See, e.g., Serrano v. Priest* 20 Cal.3d 25, 48 (1977). The court then enhances
5 this lodestar figure by a “multiplier” to account for a range of factors, such as the novelty and difficulty
6 of the case, its contingent nature, and the degree of success achieved. *Id.* at 49; *Ketchum v. Moses*, 24
7 Cal.4th 1122, 1132-36 (2001); *Thayer v. Wells Fargo Bank*, 92 Cal.App.4th 819, 834 (2001) (“There is
8 no hard-and-fast rule limiting the factors that may justify an exercise of judicial discretion to increase or
9 decrease a lodestar calculation”).

10 Under California law, lodestar multipliers can range from 2 to 4 or even higher. *See, e.g., Chavez*,
11 *supra*, 162 Cal.App.4th at 49-50 (approving multiplier of approximately 2.5); *City of Oakland v. Oakland*
12 *Raiders*, 203 Cal.App.3d 78 (1988) (approving multiplier of ~2.34); *Coalition for L. County Planning*
13 *etc. Interest v. Bd. of Supervisors*, 76 Cal.App.3d 241, 251 (1977) (approving multiplier of ~2.04). In
14 class actions such as this one, where the value of the benefit conferred to the class “can be monetized
15 with a reasonable degree of certainty,” a court may “adjust the lodestar in comparison to a percentage of
16 the common fund to ensure that the fee awarded is reasonable and within the range of fees freely
17 negotiated in the legal marketplace in comparable litigation.” *Consumer Privacy Cases*, 175 Cal.App.4th
18 545, 557 (2009). In doing so, “the court determines, retrospectively, whether the litigation involved a
19 contingent risk or required extraordinary legal skill justifying augmentation of the unadorned lodestar in
20 order to approximate the fair market for such services.” *Id.* at 556; *see also Laffitte, supra*, 1 Cal.5th at
21 503-05.

22 In this case, Class Counsel have a lodestar of \$152,033.00 without the use of any multiplier.
23 Therefore, the lodestar is actually higher than the \$131,666.66 fee request. *See* Nguyen Decl., ¶ 37, Exh.
24 C, Haines Decl., ¶ 12, Exh. A. A general summary showing the number of hours of work performed by
25 each attorney and paralegals is set forth below. The billing rates used are reasonable especially in light
26 of the hourly rates identified based on years of experience in the *Laffey* Matrix, submitted concurrently
27 herewith. Nguyen Decl., at ¶ 38, Exh. D.

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Name	Billing Initials	Rate	Hours	Pre-Multiplier Lodestar
Scott M. Lidman (22nd Year Attorney)	SML	\$750	57	\$42,750.00
Elizabeth Nguyen (15th Year Attorney)	EN	\$650	87.40	\$56,810.00
Paul K. Haines (14th Year Attorney)	PKH	\$650	15.3	\$9,945.00
Sean Blakely (11th Year Attorney)	SMB	\$550	5.2	\$2,860
Milan Moore (5th Year Attorney)	MM	\$400	37.2	\$14,880.00
Romina Tamiry (1st Year Attorney)	RT	\$295	72.4	\$21,358.00
Paralegals	DJ	\$175	19.6	\$3,430.00
Total Lodestar				\$152,033.00

The fee award requested here is justified because it is **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 Kruckenberg Decl., ¶¶ 13-15. Additionally, the *average* settlement payment in this case of approximately

1 **\$893.91** is in line with, and above, settlement payments in similar wage and hour class action settlements.
2 *See, e.g., Sorenson v. PetSmart, Inc.*, Case No. 2:06-CV-02674-JAM-DAD (E.D. Cal. 2008) (wage and
3 hour class action settlement approved where average class member recovery was approximately \$60);
4 *Schiller v. David's Bridal, Inc.*, No. 1:10-cv-00616-AWI-SKO, 2012 WL 2117001, at *18 (E.D. Cal.
5 2012) (finding that average payment to class members of less than \$200 was a "good" result); *Williams*
6 *v. Centerplate, Inc.*, Nos. 11-CV-2159-H-KSC, 12-CV-0008-H-KSC, 2013 WL 4525428, at *4 (S.D. Cal.
7 2013) (granting final approval of class action settlement where average recovery for each class member
8 was approximately \$108). The fact that Class Counsel achieved these results without engaging in a
9 protracted legal battle, in the face of serious defense challenges and an uncertain legal landscape, confirms
10 the strength of the results achieved.

11 As discussed above, this case presented significant risk as to both class certification and merits
12 considerations. Accordingly, it is fair and reasonable to account for these risks in compensating Class
13 Counsel. Class Counsel should also be compensated for the risks involved in undertaking this litigation
14 and expending considerable effort, all while working on a pure contingency basis. Since undertaking
15 representation of Plaintiff, Class Counsel have borne all the costs of litigation without receiving any
16 compensation for over one year of work. Nguyen Decl., ¶ 33. During this time, Class Counsel have
17 expended a total of \$22,539.53 in actual costs and have devoted substantial time to this litigation and
18 expect to incur approximately \$179 in future costs for filing the instant motion, filing the final declaration
19 regarding distribution of settlement, service and messenger fees, postage fees, and/or costs for future court
20 appearances.⁶ Nguyen Decl., ¶ 33, Exh. B, Haines Decl., ¶ 12, Exh. A. Class Counsel's efforts have
21 included conducting pre-filing investigation, analyzing Plaintiff's claims, conducting legal research,
22 reviewing Defendant's documents and policies, analyzing Settlement Class members' timekeeping data
23 and payroll records, creating a comprehensive damages model, preparing for and attending mediation,
24 negotiating and preparing the long-form Settlement Agreement, preparing the Motions for Preliminary

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28 ⁶ This includes total costs incurred by both law firms.

1 and Final Approval, overseeing the settlement administration process, communicating with Settlement
2 Class members, and otherwise litigating this case. *See* Nguyen Decl., ¶ 32. Moreover, Class Counsel
3 have expended time, effort, and money that they could have expended on less risky cases instead. Given
4 the considerable potential for adverse outcomes in this case, including, but not limited to losing on class
5 certification and/or merits issues, the contingent risk borne by Class Counsel was great. Nguyen Decl.,
6 ¶¶ 33-35.

7 Class Counsel’s previous experience in litigating wage and hour class actions also supports the
8 reasonableness of the fee request. Class Counsel are well-versed in plaintiff and defense-side wage and
9 hour class action litigation, with substantial experience litigating claims for meal and rest period
10 violations, and related penalties. *See* Nguyen Decl., ¶¶ 3-8; Declaration of Scott M. Lidman (“Lidman
11 Decl.”), ¶¶ 3-8; Haines Decl., ¶¶ 3-9. They have been certified as class counsel in numerous other cases.
12 *Id.* Their experience in similar matters was integral in evaluating the strengths and weaknesses of the
13 case against Plasma and the reasonableness of the Settlement. *See* Nguyen Decl., ¶ 34. Practice in the
14 narrow field of wage and hour litigation requires skill and knowledge concerning the rapidly evolving
15 substantive state and federal law, as well as the procedural law of class action litigation. *Id.* Because it
16 is reasonable to compensate Class Counsel commensurate with their skill, reputation, and experience, a
17 fee award of one-third of the Gross Settlement Amount is reasonable.

18 Other factors also show that the fee amount requested in this case is reasonable under the
19 circumstances. This case involved nuanced legal issues including questions surrounding Defendant’s
20 requirement to “provide” meal periods and the propriety of statutory penalties, to name just a few.
21 Nguyen Decl., ¶¶ 11-24. Thus, Class Counsel’s requested fee award is fair, reasonable, and adequate and
22 should be approved.

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

3 Class Counsel have incurred a total of \$22,718.53⁷ in litigation costs. Class Counsel's request is
4 fair, adequate, and reasonable, as all of these costs are documented and reasonably incurred. *See* Nguyen
5 Decl., ¶ 33; Exh. B; Haines Decl., 12, Exh. A. Moreover, the costs Plaintiff seeks are the types of costs
6 routinely approved by courts. *See, e.g., Harris v. Marhoefer*, 24 F.3d 16, 19 (9th Cir. 1994) (counsel
7 should recover "those out-of-pocket expenses that would normally be charged to a fee paying client");
8 *Ashker v. Sayre*, No. 05-03759 CW, 2011 WL 825713, at * 3 (N.D. Cal. 2011) ("costs of reproducing
9 pleadings, motions and exhibits are typically billed by attorneys to their fee-paying clients" and are
10 reimbursable); *Trustees of Const. Industry & Laborers Health and Welfare Trust v. Redland Ins. Co.*, 460
11 F.3d 1253, 1258-59 (9th Cir. 2006) (legal research costs are reimbursable); *In re Immune Response*
12 *Securities Litigation*, 497 F. Supp. 2d 1166, 1177-78 (S.D. Cal. 2007) (mediation expenses, consultant
13 and expert fees, legal research, copies, postage, filing fees, messenger and overnight delivery costs are
14 reimbursable). Because the expense reimbursements requested by Class Counsel were reasonably
15 incurred, and no Settlement Class member has objected to them, Plaintiff respectfully requests the Court
16 should grant the request for actual costs incurred.

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

18 Plaintiff also requests that the Court approve \$10,000.00 in administration costs to the Settlement
19 Administrator, Phoenix. As detailed in the declaration of Elizabeth Kruckenberg on Behalf of Phoenix
20 submitted herewith, Phoenix performed duties in connection with this Settlement that were integral in
21 effectuating the Settlement and the Notice process. Among other things, Phoenix calculated each
22 Settlement Class member's individual settlement payment, updated addresses contained in the class data
23 supplied by Defendant, formatted Notice Packets for mailing, mailed Notice Packets to all 244 Class
24 Members, kept the parties informed of any objections or requests for exclusion, and have otherwise
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28 ⁷ This amount includes the anticipated costs of \$179 for filing fees, service and messenger fees,
expenses for future court appearances, and/or postage.

administered the Settlement. *See* Kruckenberg Decl., ¶¶ 2-19. For these reasons, Phoenix’s requested costs are fair, reasonable, and adequate, and should be finally approved.

F. Plaintiff’s Requested Enhancement Payment Is Fair, Adequate, and Reasonable in View of Plaintiff’s Efforts and the Risks that She Assumed on Behalf of the Class

Courts routinely approve service payments to compensate named plaintiffs for the services they provide and the risks they incur during class action litigation. *See, e.g., Bell v. Farmers Ins. Exchange*, 115 Cal.App.4th 715, 726 (2004) (upholding “service payments” to named plaintiffs for their efforts in bringing the case); *Van Vranken v. Atlantic Richfield Co.*, 901 F. Supp. 294 (N.D. Cal. 1995) (approving \$50,000 service payment).

Here, Plaintiff seeks a service award of \$5,000.00 and believes this request is reasonable given Plaintiff’s efforts in this case and the risks she undertook on behalf of Class Members. *Nguyen Decl.*, ¶ 42; *Declaration of My Le Pham (“Le Pham Decl.”)*, ¶¶ 6-9. Plaintiff gathered documents for use in the lawsuit, and worked with Class Counsel on the case, including preparing for mediation and discussing the case, the merits, the defenses, and settlement. *See Nguyen Decl.*, ¶ 42; *Le Pham Decl.*, ¶¶ 6-8. Further, Plaintiff understood the risk that she could be liable for Plasma’s costs if she lost the case and accepted this risk because she wanted Plasma to compensate its current and former employees for unpaid wages. In addition, Plaintiff understood that the lawsuit is a matter of public record and being part of the could stigmatize her and/or affect future employment. *Le Pham Decl.*, ¶¶ 7-8. Plaintiff estimates she spent approximately 15 to 20 hours on activities related to this case. *Id.*

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

V. CONCLUSION

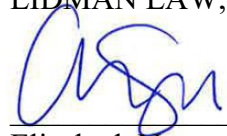
For the reasons stated herein, Plaintiff respectfully submits that this Court should grant Plaintiff’s motion in its entirety and adopt the [Proposed] Order of Final Approval of Class Action Settlement and Final Judgment submitted herewith.

1 Based on the terms of the agreement, Plaintiff proposes the deadline to file the Settlement
2 Administrator declaration regarding the disbursement of Settlement be set for **July 23, 2021** and the
3 compliance hearing be set for **July 30, 2021** at **9:00 a.m.**

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5 Dated: November 6, 2020

Respectfully submitted,
LIDMAN LAW, APC

6
7 By:



Elizabeth Nguyen
Attorney for Plaintiff
MY LE PHAM