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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO**

JOSE GARCIA, as an individual and on behalf
of all others similarly situated,

Plaintiff,

vs.

TURN KEY SCAFFOLD, LLC, a California
limited liability company; and DOES 1 through
100, inclusive,

Defendants.

Case No.: 37-2020-00021177-CU-OE-CTL

*[Case assigned for all purposes to the Hon.
Kenneth J. Medel, Dept. C-66]*

**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 18, 2022
Time: 9:30 a.m.
Dept.: C-66

Action Filed: June 19, 2020
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 February 18, 2022 at 9:30 a.m. in Department C-66 of the above-entitled Court, located at 330 West Broadway, San Diego, CA 92101, Plaintiff Jose Garcia (“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 Jose Garcia 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 (hereinafter the “Settlement”);
5. Approving an award of \$58,333.33 in attorneys’ fees to Class Counsel;
6. Approving an award of \$11,077.00 in costs to Class Counsel;
7. Approving an award of \$10,000.00 in costs to Phoenix Settlement Administrators for its settlement administration services;
8. Approving an enhancement payment of \$7,500.00 to Plaintiff Jose Garcia for his 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 Granting Plaintiff’s Motion for Final Approval of Class Action Settlement and Final Judgment filed concurrently herewith.

This Motion is made on the following grounds: (1) the Settlement Class continues to meet the requirements for class certification for settlement purposes only under Code of Civil Procedure § 382; (2) Plaintiff and Class Counsel continue to be adequate representatives of the Settlement Class; (3) the Settlement is a fair, adequate, and reasonable compromise of disputed wage and hour claims; (4) the requested awards of attorneys’ fees and costs, service award LWDA payment, and settlement

1 administration costs are all fair, adequate, and reasonable; and (5) in light of the foregoing, the [Proposed]
2 Order Granting Plaintiff's Motion for Final Approval of Class Action Settlement and Final Judgment
3 submitted concurrently herewith should be entered so as to give finality to, and allow for disbursements
4 from, the Settlement.

5 This Motion is based on this Notice; the attached Memorandum of Points and Authorities; the
6 supporting declarations of Scott M. Lidman, Elizabeth Nguyen, Milan Moore, Paul K. Haines, Jose
7 Garcia¹, Jarrod Salinas of Phoenix Settlement Administrators, and the exhibits attached thereto; the
8 Settlement; all other pleadings and papers on file in this action; and on any further oral or documentary
9 evidence or argument presented at the time of hearing.

10
11 Dated: January 25, 2022

Respectfully submitted,
LIDMAN LAW, APC

12
13 By:



14 Scott M. Lidman
15 Attorney for Plaintiff
16 JOSE GARCIA
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27 ¹ The declaration of Plaintiff Jose Garcia was originally filed with this Court on April 29, 2021 in
28 connection with the Motion for Preliminary Approval. For the convenience of the Court, Plaintiff has re-
filed his declaration with the instant Motion.

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1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. INTRODUCTION**

3 Plaintiff Jose Garcia (“Plaintiff”) submits this memorandum of points and authorities in support
4 of his motion for final approval of the class action settlement (the “Settlement”) with Defendant Turn
5 Key Scaffold, LLC (hereinafter “Turn Key” or “Defendant”) on behalf of the Settlement Class defined
6 as: “all current and former non-exempt, hourly employees of Defendant Turn Key Scaffold, LLC who
7 worked for Defendant in California at any time from April 6, 2016 through June 30, 2021.” In this non-
8 reversionary Settlement, all participating Settlement Class members will receive **automatic** payments
9 without the need to submit a claim form, resulting in an average settlement payment of approximately
10 \$227.26 to each participating Settlement Class member. This is a favorable resolution of the highly
11 disputed wage and hour claims in this case and the significant litigation risks that Plaintiffs faced.

12 Since this Court granted preliminary approval on October 8, 2021, 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 Settlement Class member filed an objection to any portion of the
16 Settlement.

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

24 In light of the foregoing, Plaintiff respectfully requests that this Court enter the [Proposed] Order
25 Granting Plaintiff’s Motion for Final Approval of Class Action Settlement and enter the Final Judgment
26 submitted concurrently herewith.

27 //

28 //

II. FACTUAL AND PROCEDURAL BACKGROUND

On June 19, 2020, Plaintiff filed a putative class action complaint against Turn Key in San Diego County Superior Court. *See* Declaration of Scott M. Lidman (“Lidman Decl.”), ¶ 10. On August 28, 2020, Plaintiff filed a First Amended Class and Representative Action Complaint adding a cause of action for civil penalties under the Labor Code Private Attorneys General Act (“PAGA”). Plaintiff’s primary allegations are that Turn Key: (1) failed to pay all overtime wages owed; (2) failed to pay all minimum wages owed; (3) made unlawful deductions from earned wages; (4) failed to pay all prevailing wages; (5) failed to provide all legally required meal periods; (6) failed to authorize and permit all legally required rest periods; (7) failed to provide accurate, itemized wage statements; (8) failed to indemnify all necessary business expenses; (9) failed to pay all wages upon termination; (10) engaged in unlawful business practices; and (11) 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 Turn Key’s alleged failure to pay Settlement Class members for all time worked and its alleged failure provide Settlement Class members all legally compliant duty-free meal and rest periods. Lidman Decl., ¶¶ 11-26. Specifically, Plaintiff alleges that he and Settlement Class members were not fully compensated for all of their time worked. *Id.* Plaintiff alleges Turn Key would keep track of his hours and the hours of the other non-exempt employees, and would unlawfully shave their work time and/or round their work time such that they would not be fully paid for all time worked. *Id.* Plaintiff also alleges that this time shaving and/or rounding practice utilized by Turn Key was not-even handed over time and would almost exclusively round and shave in Turn Key’s favor such that the employees were routinely underpaid for their time worked. *Id.* Further, Plaintiff alleges that he and other non-exempt employees were not paid for compensable time worked traveling from job worksites to and/or from Turn Key’s yard. *Id.*

Plaintiff also alleges that he and Settlement Class members were not provided with all legally-required off-duty first meal periods beginning before the end of the fifth hour of work. Lidman Decl., ¶ 13. Specifically, Plaintiff alleges Turn Key had a policy and practice of not keeping track of Plaintiff’s

1 actual time worked. *Id.* Further, due to his job duties, Plaintiff alleges he was often prevented from taking
2 meal periods that commenced before the end of the 5th hour of work and/or which were at least 30 minutes
3 in length. *Id.* Moreover, from the records produced by Turn Key, it appeared that Turn Key maintained
4 a policy and practice of automatically deducted thirty minutes from Plaintiff and other non-exempt
5 employees' work time for purported meal periods, regardless of whether a meal period was actually taken.
6 *Id.*

7 Plaintiff also alleges that he and Settlement Class members were not authorized and permitted to
8 take all required rest periods due to Turn Key's rest period policies and practices that fail to authorize and
9 permit all rest periods for every four hours worked, *or major fraction thereof*. Lidman Decl., ¶ 15.
10 Specifically, Plaintiff alleges that as a result of the work demands imposed by Turn Key, he was prevented
11 from taking his rest periods. *Id.* Further, Turn Key maintains a facially unlawful rest period policy in
12 their employee handbook, stating, "[a]s part of orientation, each employee signed a consent whereby the
13 break periods and the rest breaks are merged such that each employee receives a full hour for meal period,
14 of which only 30 minutes is off the clock." *Id.*

15 Plaintiff further alleges that Turn Key failed to reimburse him and Settlement Class members for
16 necessary business expenditures, including the use of their personal vehicle for work activities, as
17 required under Labor Code section 2802 and by *Cochran v. Schwan's Home Service, Inc.* (2014) 228
18 Cal.App.4th 1137. Lidman Decl., ¶ 17. Plaintiff contends that Turn Key required Plaintiff to use his
19 personal vehicle to visit Turn Key's clients' work sites and would unlawfully deduct from his earned
20 wages for safety gear. *Id.*

21 Plaintiff alleges that Turn Key failed to pay the prevailing wage on public works projects. Lidman
22 Decl., ¶ 19. Plaintiff contends that the public works projects accounted for a small portion of Turn Key
23 projects in California during the relevant time period, including the Rams Stadium, a three-day project,
24 and only approximately 17 employees worked at their regular rate of approximately \$27.00 per hour. *Id.*

25 As a result of the alleged unpaid wages and unpaid meal and rest period premium wages described
26 above, Plaintiff alleges that ICS issued inaccurate wage statements in violation of Labor Code § 226,
27 failed to pay all wages to Settlement Class members upon their separation of employment, and is thus
28 liable for civil penalties under the Labor Code Private Attorney General Act ("PAGA"). Lidman Decl.,

¶¶ 21-26.

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

B. Mediation and Settlement

After agreeing to participate in an early mediation, Turn Key informally produced a sampling of timekeeping and payroll data for the putative class, as well as a putative class list with hire and termination dates and other relevant documents and information relevant to the claims alleged. Lidman Decl., ¶ 28. After the detailed review of the time and payroll records and other documents and policies produced by Turn Key, Class Counsel drew on their extensive experience in similar cases to assess the strengths and weaknesses of Plaintiff's case. *Id.* This discovery allowed the parties to assess the merits and value of Plaintiff's claims and Turn Key's defenses thereto, if a settlement could not be reached.

On December 1, 2020, after extensive research and analysis, a full-day mediation was held with Steven Mehta, Esq., a well-respected wage and hour class action mediator. Lidman Decl., ¶ 29. During mediation, the parties vigorously debated their opposing legal positions, the likelihood of certification of Plaintiff's claims, the legal basis for the claims and defenses, and Turn Key's financial condition and ability to pay a class-wide settlement, which was impacted by the COVID-19 pandemic. *Id.* The Parties were unable to reach a settlement at mediation.

After the Parties' unsuccessful mediation, Turn Key filed a Petition to Compel Arbitration and Stay Proceedings, contending that Plaintiff was subject to an arbitration agreement and also that he signed a stand-alone class action waiver that would prevent adjudication of the claims on a class-wide basis. Lidman Decl., ¶ 29. Additionally, Turn Key produced information and records to show its financial condition was in very poor shape due to the shutdown necessitated by the pandemic. As a result, Plaintiff's counsel retained a forensic accountant to conduct an analysis to verify Turn Key's financial condition, where it was determined that Turn Key was indeed in a very poor financial condition.² *Id.*

² Following Turn Key's representation of its financial condition, it turned over its financials to Plaintiff's retained forensic accountant, Keith Messerschmidt, who opined that Turn Key could not afford to pay any larger amount without substantially impacting its ability to continue operating on a go-forward basis. Lidman Decl., ¶13, footnote 6. Should the Court wish to review a declaration from Mr. Messerschmidt attesting to these facts, such declaration could either be filed *in camera* or filed under seal, at the Court's request.

1 Ultimately, the parties agreed in principle on a class-wide resolution. *Id.*

2 **C. Preliminary Approval of Settlement**

3 Plaintiff submitted the Settlement to the Court with his Motion for Preliminary Approval on April
4 29, 2021. Lidman Decl., ¶ 30. Plaintiff also submitted the Settlement to the Cal. Labor Workforce
5 Development Agency (“LWDA”) as required under the PAGA. Lidman Decl., ¶ 44, Exh. D.

6 On October 8, 2021, the Court granted preliminary approval of the class action settlement.
7 Lidman Decl., ¶ 30, Exh. A (Order Granting Preliminary Approval). Plaintiff submitted the Order
8 Granting Preliminary Approval on November 2, 2021 to the LWDA. Lidman Decl., ¶ 45, Exh. E.

9 On November 12, 2021, the Court-approved Class Notice (consisting of the Notice of Pendency
10 of Class Action and Proposed Settlement) was sent to 322 Settlement Class members. The Settlement
11 Class members had until January 11, 2022 to submit disputes, objections, and/or requests for exclusion.
12 *See* Declaration of Jarrod Salinas of Phoenix Settlement Administrators (“Salinas Decl.”), ¶ 8. As of the
13 date of this filing, there have been **no objections, no disputes and no opt-outs.** *Id.*, ¶¶ 12-15. Plaintiff
14 now respectfully submits the Settlement for this Court’s final approval.

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

16 **A. Settlement Class Definition**

17 The Settlement Class encompasses “all current and former non-exempt, hourly employees of
18 Defendant Turn Key Scaffold, LLC who worked for Defendant in California at any time from April 6,
19 2016 through June 30, 2021.” Lidman Decl., ¶ 31.

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

21 The Settlement requires Turn Key to pay a Gross Settlement Amount (“GSA”) of \$175,000.00.
22 Salinas Decl., ¶ 17. The Net Settlement Amount (“NSA”) is the amount remaining from the GSA after
23 deducting requested attorneys’ fees (\$58,333.33) and verified costs (\$11,077.00), proposed Class
24 Representative Service Award to Plaintiff (\$7,500.00), Settlement Administration costs (\$10,000.00),
25 PAGA payment to the LWDA (\$7,500.00) and Turn Key’s employer-side taxes (\$3,489.38). Based on
26 these requested amounts, the NSA is calculated to be approximately \$77,100.29. Salinas Decl., ¶ 19;
27 Lidman Decl., ¶ 41, Exh. B.

1 The Net Settlement Amount shall be allocated to Settlement Class members who worked during
2 the Class Period, as follows: each participating Settlement Class member shall receive a proportionate
3 settlement share based upon the number of workweeks worked as a non-exempt employee during the
4 Class Period, the numerator of which is the Settlement Class member's total workweeks worked as a non-
5 exempt employee during the Class Period, and the denominator of which is the total workweeks worked
6 as non-exempt employees by all Settlement Class members (who do not opt out) who worked during the
7 Class Period. Settlement, ¶ 5.B.i. Additionally, \$2,500.00 of the Gross Settlement Amount has been
8 designated as the "PAGA Amount" as described above. Each PAGA Employee shall receive a portion
9 of the PAGA Amount proportionate to the number of workweeks that he or she worked during this PAGA
10 Period which will be calculated by multiplying the PAGA Amount by a fraction, the numerator of which
11 is the PAGA Employee's number of workweeks worked as a non-exempt employee during this time
12 period, and the denominator of which is the total number of workweeks worked by all PAGA Employees.
Settlement, ¶ 5.C.

13 For purposes of calculating applicable taxes and withholdings, each Settlement Award shall be
14 allocated as follows: Sixty Seven percent (67%) as penalties and interest; and Thirty-Three percent (33%)
15 as wages. Settlement, ¶ 5.E.

16 **C. Summary of Notice Process**

17 **1. *Mailing of Class Notices***

18 On October 25, 2021, Turn Key provided Phoenix Settlement Administrators ("PSA") with data
19 files containing the names, last known addresses, phone numbers, social security numbers, positions held,
20 the dates of employment and the number of workweeks worked by each Settlement Class member while
21 employed during the Class Period. Salinas Decl., ¶ 6. After performing address updates and verifications,
22 PSA mailed the Class Notice to the 322 Settlement Class members on November 12, 2021. *Id.*, ¶¶ 7-8.
23 Following the initial mailing, forty-nine (49) Class Notices were returned to PSA as undeliverable. *Id.*,
24 ¶ 9. As a result of a skip trace, forwarding address provided by the Post Office, or re-mail requests from
25 Counsel or Class Members, forty-three (43) Class Notices were re-mailed. *Id.*, ¶ 11. As of the date of
26 filing this final approval motion, six (6) Class Notices remain undeliverable with no forwarding address,
27 and where no new address could be located through skip trace. *Id.*, ¶ 12.
28

1 Settlement Class members had until January 11, 2022 to submit objections, requests for exclusion,
2 or disputes. Salinas Decl., ¶ 8.

3 As of the date of this filing, there were no objections, no disputes, and no Settlement Class member
4 elected to opt-out of the Settlement. *Id.*, ¶¶ 10-16. Accordingly, as of the date of this Motion, the
5 participation rate amongst the Settlement Class members is 100% and the average estimated payment is
6 \$227.26, with the highest estimated payment to a Settlement Class member is calculated to be \$1,304.07.
7 *Id.*, ¶¶ 11-19.

8 **D. Timing of Payments**

9 With the exception of the Settlement Administrator's fees, if required by the Settlement
10 Administrator, the Gross Settlement Amount shall be deposited by Defendant into a qualified settlement
11 fund set up by the Settlement Administrator for the benefit of participating Settlement Class members.
12 Defendant agrees to deposit the Gross Settlement Amount with the Settlement Administrator within thirty
13 (30) calendar days after the "Effective Date." *See* Settlement, ¶ 4.B.³

14 **E. Uncashed Funds**

15 The Settlement provides that each member of the Settlement Class who receives a Settlement
16 Award must cash the check(s) within 180 days from the date the Settlement Administrator mails said
17 checks. Any funds payable to Settlement Class members whose checks were not cashed within 180 days
18 after mailing will be delivered to the California State Controller's Office – Unclaimed Property Fund in
19 the name of the Settlement Class member. Settlement ¶ 5.F. As all settlement funds will be distributed
20 to the Settlement Class members, there will be no residue and it is unnecessary to designate *cy pres*
21 recipients.

22 **IV. ARGUMENT**

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

25 Under Code of Civil Procedure § 382, a class may be certified if: (1) it is ascertainable and its
26 members are too numerous for joinder to be practical; (2) the representative and absent class members

27 ³ Effective Date is defined as the latter of: (a) the Court's final approval of the settlement if no objections by or on behalf of
28 Settlement 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; or (c) the final resolution of any appeal that has been filed. *See* Settlement, ¶ 4.B.

1 share a community of interest, and questions of law and fact common to the class predominate over
2 questions unique to individual class members; (3) the representative's claims are typical of the class'
3 claims; and (4) the representative will fairly and adequately represent the class' interests. *See Richmond*
4 *v. Dart Industries, Inc.* (1981) 29 Cal.3d 462, 470.

5 Here, this Court found that the Settlement Class meets all the requirements for class certification
6 for settlement purposes when it granted preliminary approval of the Settlement on October 8, 2021. *See*
7 *Lidman Decl.*, ¶ 32; Exh. A. Subsequent to the Court's order granting preliminary approval, no events
8 have cast doubt on the propriety of this determination, and in fact, the reaction of the Settlement Class
9 members thus far to the Settlement has been strongly in support of the Settlement, with no Settlement
10 Class member objecting to any portion of the Settlement and no Settlement Class member electing to opt-
11 out of the Settlement. *See Salinas Decl.*, ¶¶ 12-15. This Court should therefore confirm its conditional
12 certification of the Settlement Class.

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

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

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

27 A settlement is presumptively fair where it is reached through arm's-length bargaining, based on
28 sufficient discovery and investigation to allow counsel and the court to act intelligently, counsel is
experienced in similar litigation, and the percentage of objectors to the settlement is small. *Dunk v. Ford*

1 *Motor Co.*, 48 Cal.App.4th 1794, 1802 (1996). In deciding whether to approve a proposed settlement, a
2 trial court has broad powers to determine if the proposed settlement is fair under the circumstances of the
3 case. *Mallick v. Superior Court*, 89 Cal.App.3d 434, 438 (1979). In exercising these powers, the
4 overriding concern is to ensure that a proposed settlement is “fair, adequate, and reasonable.” *Dunk*,
5 *supra*, 48 Cal.App.4th at 1801 (internal quotations omitted). Relevant factors for the Court to consider
6 include, but are not limited to:

7 [T]he strength of plaintiffs’ case, the risk, expense, complexity and likely duration of
8 further litigation, the risk of maintaining class action status through trial, the amount
9 offered in settlement, the extent of discovery completed and the stage of the
10 proceedings, the experience and views of counsel, the presence of a governmental
11 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 and give due regard to “what is otherwise a private consensual agreement between the
14 parties.” *Id.*

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

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

28 As detailed in Plaintiff’s Motion for Preliminary Approval, there is significant risk of non-

1 certification and/or not prevailing on the merits with respect to each of Plaintiff's claims. For example,
2 with respect to Plaintiff's unpaid wages claim, Turn Key contends that it compensated Settlement Class
3 members for all of their time worked and the employees executed arbitration agreements and class action
4 waivers. Lidman Decl., ¶ 12. Turn Key also contends that its rounding practices were lawful, and any
5 unpaid time was *de minimis* and therefore non-compensable. *Id.* Turn Key further asserts that Plaintiff
6 would be unable to certify this class given the individualized inquiries that would be required, and also
7 that Turn Key's rounding mechanism was, according to it, allegedly facially neutral. *Id.*

8 As for Plaintiff's meal period claim, Turn Key counters that it has always provided non-exempt
9 employees with an opportunity to take legally compliant meal periods, and any non-compliant meal
10 periods reflected in employee timekeeping records, if any, were solely the result of employee choice,
11 rather than any policy or practice of Defendant. Lidman Decl., ¶ 14. Turn Key points out that under
12 *Brinker Restaurant Corp. v. Superior Court* (2012) 53 Cal. 4th 1004, it is only required to "provide" the
13 opportunity to take meal periods, not "ensure" meal periods are taken, and that they have always done so.
14 *Brinker, supra*, 53 Cal.4th at 1038 (rejecting "ensure" standard). Finally, Turn Key contends that class
15 action waivers will prevent certification, and also that Plaintiff's meal period claim is not suited for class
16 certification since individual inquiries would be required to assess which employees took non-compliant
17 meal periods, how many meal periods were non-compliant or missed, and the reasons why a particular
18 employee took a non-compliant meal period or missed a meal period during a particular shift. *Id.*

19 As for Plaintiff's rest period claim, Turn Key contends it has always maintained and enforced
20 lawful rest period policies and practices, and that Settlement Class Members were authorized and
21 permitted to take all off-duty rest periods in compliance with California law. Lidman Decl., ¶ 16. Turn
22 Key also contends that its employees voluntarily chose to waive their rest breaks in exchange for an hour
23 lunch. *Id.* Further, Turn Key argues that Plaintiff's rest period claim is inherently unsuited for class
24 treatment because there are class action waivers and because the claim requires an individualized inquiry
25 into whether each Settlement Class Member was in fact authorized and permitted to take a compliant rest
26 period, which would devolve into an unmanageable series of mini-trials. *Id.*

27 As for Plaintiff's unreimbursed business expenses claim, Turn Key contends that it provided
28 employees the opportunity to report and receive reimbursements for their mileage and they were in fact

1 provided with tools or safety gear, and would only purchase additional gear on their own volition. Lidman
2 Decl., ¶ 18. Turn Key also argues that this claim is not suitable for class treatment because of the class
3 waivers, and because it would require individualized determinations as to whether each employee used a
4 personal vehicle or how much was deducted for tools for work related purposes and if so, how much of
5 that use was a reasonable percentage of their individual monthly expenses and mileage. *Id.*

6 As for Plaintiff’s prevailing wage claim, Turn Key argues it has always paid employees properly
7 on public works projects. Lidman Decl., ¶ 20. Turn Key points out that, as noted above, there was only
8 one prevailing wage project in California during the relevant time period, and thus potential damages for
9 any employee are *de minimis*. *Id.* Turn Key further asserts that this claim is not amenable to class
10 certification, as individual inquiries would be required to determine whether each employee on each
11 prevailing wage project was paid the proper prevailing wage, and if they were underpaid, by how much,
12 which would devolve into a series of unmanageable mini-trials. *Id.*

13 As for Plaintiff’s wage statement claim, Turn Key argues that meal and rest period claims cannot
14 support a claim for wage statement penalties after *Naranjo v. Spectrum Security Services, Inc.* (2019) 40
15 Cal. App. 5th 444, *review granted* and *Kirby v. Immoos Fire Protection, Inc.* (2012) 53 Cal.4th 1244 (*see*,
16 *e.g.*, *Jones v. Spherion Staffing*, No. LA-CV-11-06462-JAK(JCx) (C.D. Cal. 2012) 2012 WL 3264081 at
17 **8-9). Lidman Decl., ¶ 22. Turn Key further argues that its alleged wage statement violations could not
18 be shown to be “knowing and intentional,” and that Plaintiff cannot show that he or any other employee
19 “suffer[ed] injury” as a result of the alleged wage statement violations, as required by Lab. Code § 226(e)
20 for imposition of penalties. *Id.*

21 As for Plaintiff’s waiting time penalties, Turn Key asserts it has strong defenses to the waiting
22 time claim because there exist good-faith disputes as to Plaintiff’s underlying claims, precluding
23 imposition of penalties. Lidman Decl., ¶ 24. *See also* 8 Cal. Code Regs. § 13520 (a “good faith dispute
24 that any wages are due will preclude imposition of waiting time penalties”); *Kao v. Joy Holiday*, 12
25 Cal.App.5th 947, 963 (2017) (holding that “good faith dispute” over whether employee was exempt
26 precluded imposition of waiting time penalties over contested wages owed). *Id.*

27 Lastly, since Plaintiff’s PAGA claim is a derivative claim based on the underlying claims, Turn
28 Key asserts the PAGA claim would fail with those claims. Lidman Decl., ¶ 26. Turn Key also maintains

1 that given its good faith defenses, this Court would exercise its discretion to substantially reduce any
2 PAGA penalties if it were to find Turn Key liable for any of Plaintiff's claims. *Id.*

3 These considerations, in addition to Turn Key's financial condition which, if this case did not
4 settle, could have resulted in a situation where Turn Key would not have been able to pay a judgment if
5 one were ever rendered in favor of Plaintiff or could have resulted in bankruptcy before then, not only
6 bore heavily on the negotiations leading to the Settlement, but also confirm that the Settlement is fair,
7 adequate, and reasonable compromise in view of the risks of further litigation. Lidman Decl., ¶ 27. As
8 detailed in Plaintiff's Motion for Preliminary Approval, Plaintiff carefully vetted the claims at issue and
9 conducted a detailed statistical analysis of class-wide data to arrive at the calculated damages figures.
10 Thus, while these risks are far from exhaustive, they demonstrate that the Settlement is fair, adequate,
11 and reasonable in view of them. *Id.*

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

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

21 **3. The 100% Participation Rate and Absence of Any Objections Further Confirms**
22 **that the Settlement is Fair, Adequate, and Reasonable**

23 Class members' response to a settlement is relevant in evaluating whether it merits final approval.
24 *Dunk, supra*, 48 Cal.App.4th at 1801. The lack of objections and requests for exclusion supports a
25 fairness presumption. See *7-Eleven Owners for Fair Franchising v. Southland Corp.* (2000) 85
26 Cal.App.4th 1135, 1152-53 (finding 9 objections and 80 opt-outs from a class of 5,454 showed a
27 "particularly impressive" favorable response from class members). Here, as of the filing of this Motion,
28 not a single Settlement Class member has objected to the Settlement, no Settlement Class member has
elected to opt-out, and only 6 of the 322 Notice Packets were returned undeliverable. Salinas Decl., ¶¶
12-17. The extremely favorable response of the Settlement Class further supports the conclusion that the

1 Settlement is fair, adequate, and reasonable.

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

4 Plaintiff and the Settlement Class, as the prevailing parties in settlement, are entitled to recover
5 their attorneys' fees and costs for their wage claims. *See* Lab. Code §§ 218.5, 226(e) and 2699(g). A fee
6 award is justified where the legal action has produced its benefits by way of a voluntary settlement. *See,*
7 *e.g., Maria P. v. Riles*, 43 Cal.3d 1281, 1290-91 (1987); *Westside Community for Independent Living,*
8 *Inc. v. Obledo*, 33 Cal.3d 348, 352-53 (1983). When a settlement results in a common fund for the benefit
9 of a class, class counsel may be awarded fees as a percentage of the common fund. *See Wershba, supra,*
10 91 Cal.App.4th at 254 (recognizing the “percentage of recovery” method). The California Supreme Court
11 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:

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

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

1 in common fund cases because it allows courts to award fees from the fund ‘in a manner that rewards
2 counsel for success and penalizes it for failure.’”) (citation omitted).

3 *Laffitte* also held that trial courts have discretion to assess reasonableness of fee awards with tools
4 such as the “lodestar cross-check,” whereby the trial court calculates class counsel’s lodestar (hours
5 worked multiplied by hourly rate) and determines whether the “lodestar multiplier” needed to bring the
6 lodestar on par with the percentage of recovery is reasonable. *Laffitte* at 503-06. While a trial court may
7 utilize the lodestar cross-check, it need not do so. *Id.* at 506 (“[w]e hold further that trial courts have
8 discretion to conduct a lodestar cross-check on a percentage fee, as the court did here; they also retain the
9 discretion to forgo a lodestar cross-check and use other means to evaluate the reasonableness of a
10 requested percentage fee.”)

11 Here, Class Counsel’s fee request of \$58,333.33 (one-third of the Gross Settlement Amount) is
12 fair and reasonable based on a percentage of the recovery confirmed with a lodestar cross-check. First,
13 “regardless whether the percentage method or the lodestar method is used, fee awards in class actions
14 average around one-third of the recovery.” *Chavez v. Netflix, Inc.*, 162 Cal.App.4th 43, 66, n.11 (2008);
15 *see also, e.g., Cicero v. DirectTV, Inc.*, No. EDCV 07-1182, 2010 WL 2991486 at * 7 (C.D. Cal. July 27,
16 2010) (observing that “30-50% [is] commonly awarded in cases in which the common fund is relatively
17 small” and that in California, “courts usually award attorneys’ fees in the 30-40% range in wage and hour
18 class actions...”); *Williams v. Costco Wholesale Corp.*, No. 02-cv-2003 IEG (AJB), 2010 WL 2721452
19 at * 6 (S.D. Cal. July 7, 2010) (collecting cases where courts awarded between 33.33% and 40% in
20 attorneys’ fees in wage and hour class actions). This is also consistent with Class Counsel’s experience
21 in similar wage and hour class action matters. *See* Lidman Decl., ¶ 33. Thus, the percentage sought by
22 Class Counsel here (the same percentage sought by class counsel in *Laffitte*) is reasonable.

23 Next, as stated, under the lodestar method the court computes the “lodestar” amount by
24 multiplying the number of hours reasonably expended by each attorney or legal staff member by their
25 reasonable hourly rates. *See, e.g., Serrano v. Priest* 20 Cal.3d 25, 48 (1977). The court then enhances
26 this lodestar figure by a “multiplier” to account for a range of factors, such as the novelty and difficulty
27 of the case, its contingent nature, and the degree of success achieved. *Id.* at 49; *Ketchum v. Moses*, 24
28 Cal.4th 1122, 1132-36 (2001); *Thayer v. Wells Fargo Bank*, 92 Cal.App.4th 819, 834 (2001) (“There is

no hard-and-fast rule limiting the factors that may justify an exercise of judicial discretion to increase or decrease a lodestar calculation”).

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

In this case, Class Counsel have a lodestar of \$150,190 without the use of any multiplier, which is over 2.57 times more the actual \$58,333.33 fee request. Lidman Decl., ¶ 38. A summary showing the number of hours of work performed by each attorney and paralegals is set forth below. 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. *Id.*, at ¶ 39, Exh. C.

Name	Rate	Hours	Pre-Multiplier Lodestar
Scott M. Lidman (23rd Year Attorney)	\$750	80.1	\$60,075
Elizabeth Nguyen (16th Year Attorney)	\$650	64.4	\$41,860
Paul K. Haines (15th Year Attorney)	\$650	18.8	\$12,220
Milan Moore (6th Year Attorney)	\$400	79.5	\$31,800
Paralegals	\$175	24.2	\$4,235
Total Lodestar			\$150,190.00

The fee award requested here is justified because it is lower than lodestar. Class Counsel achieved

1 a fair monetary recovery for the Settlement Class in an uncertain and risky case, while bearing the
2 substantial burdens of representation on a contingency basis, and the fees requested are in line with the
3 market rate. *Vizcaino v. Microsoft Corp.*, 290 F.3d 1043, 1048-51 (9th Cir. 2002) (finding that
4 exceptional results in a contingency case, significant risk and the absence of supporting precedents, are
5 proper considerations in awarding attorneys' fees). First, Class Counsel negotiated a fair recovery for the
6 Settlement Class, resulting in a current participation rate of 100%, and not a single Settlement Class
7 member has objected to the Settlement or to Class Counsel's requested fees as of the date of this filing.
8 *See* Salinas Decl., ¶¶ 11-16. Additionally, the *average* settlement payment in this case of approximately
9 \$227.26 is in line with, and above, settlement payments in similar wage and hour class action settlements.
10 *See, e.g., Sorenson v. PetSmart, Inc.*, Case No. 2:06-CV-02674-JAM-DAD (E.D. Cal. 2008) (wage and
11 hour class action settlement approved where average class member recovery was approximately \$60);
12 *Schiller v. David's Bridal, Inc.*, No. 1:10-cv-00616-AWI-SKO, 2012 WL 2117001, at *17 (E.D. Cal.
13 2012) (finding that average payment to class members of less than \$200 was a "good" result); *Williams*
14 *v. Centerplate, Inc.*, Nos. 11-CV-2159-H-KSC, 12-CV-0008-H-KSC, 2013 WL 4525428, at *4 (S.D. Cal.
15 2013) (granting final approval of class action settlement where average recovery for each class member
16 was approximately \$108). The fact that Class Counsel achieved these results without engaging in a
17 protracted legal battle, in the face of serious defense challenges, a risky financial situation for Turn Key,
18 and an uncertain legal landscape confirms the strength of the results achieved.

19 As discussed above, this case presented significant risk as to both class certification and merits
20 considerations. Accordingly, it is fair and reasonable to account for these risks in compensating Class
21 Counsel. Class Counsel should also be compensated for the risks involved in undertaking this litigation
22 and expending considerable effort, all while working on a pure contingency basis. Since undertaking
23 representation of Plaintiff, Class Counsel have borne all the costs of litigation without receiving any
24 compensation for over one year of work. *Lidman Decl.*, ¶ 34. During this time, Class Counsel have
25 expended \$10,777.00, in actual costs, have devoted substantial time to this litigation and expect to incur
26 approximately \$300.00 in future costs for filing the instant motion, filing the final declaration regarding
27 distribution of settlement, service and messenger fees, postage fees, and/or copying costs. *Lidman Decl.*,
28 ¶ 35, Exh. B. Class Counsel's efforts have included conducting pre-filing investigation, analyzing

1 Plaintiff's claims, conducting legal research, reviewing Turn Key's documents and policies, analyzing
2 Settlement Class members' timekeeping data and payroll records, preparing for and attending mediation,
3 reviewing Turn Key's financial records and retaining a forensic account to analyze same, engaging in
4 months of direct settlement negotiations, negotiating and revising the long-form Settlement, preparing
5 the Preliminary Approval Motion and this Motion, and otherwise litigating the case. *See* Lidman Decl.,
6 ¶ 34. Given the considerable potential for adverse outcomes in this case, including, but not limited to
7 losing on class certification and/or merits issues., the contingent risk borne by Class Counsel was great.
8 Lidman Decl., ¶ 39.

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

20 Other factors also show that the fee amount requested in this case is reasonable under the
21 circumstances. This case involved nuanced legal issues including questions surrounding Turn Key's
22 obligation to "provide" meal periods and "authorize and permit" rest periods, and the propriety of
23 statutory penalties, to name just a few. Lidman Decl., ¶¶ 11-28. Thus, Class Counsel's requested fee
24 award is fair, reasonable, and adequate and should be approved.

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

27 Class Counsel seek reimbursement of costs in the amount of \$11,077.00 (including anticipatory
28 fees and expenses related to the instant motion and other future activity in this case) in litigation costs.

1 Class Counsel's request is fair, adequate, and reasonable, as all of these costs are documented and
2 reasonably incurred. *See* Lidman Decl., ¶ 35; Exh. B. Moreover, the costs Plaintiff seeks are the types
3 of costs routinely approved by courts. *See, e.g., Harris v. Marhoefer*, 24 F.3d 16, 19 (9th Cir. 1994)
4 (counsel should recover "those out-of-pocket expenses that would normally be charged to a fee paying
5 client"); *Ashker v. Sayre*, No. 05-03759 CW, 2011 WL 825713, at * 3 (N.D. Cal. 2011) ("costs of
6 reproducing pleadings, motions and exhibits are typically billed by attorneys to their fee-paying clients"
7 and are reimbursable); *Trustees of Const. Industry & Laborers Health and Welfare Trust v. Redland Ins.*
8 *Co.*, 460 F.3d 1253, 1258-59 (9th Cir. 2006) (legal research costs are reimbursable); *In re Immune*
9 *Response Securities Litigation*, 497 F. Supp. 2d 1166, 1177-78 (S.D. Cal. 2007) (mediation expenses,
10 consultant and expert fees, legal research, copies, postage, filing fees, messenger and overnight delivery
11 costs are reimbursable). Because the expense reimbursements requested by Class Counsel were
12 reasonably incurred, and no Settlement Class member has objected to them, Plaintiff respectfully requests
13 the Court should grant the request for actual costs incurred.

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

15 Plaintiffs also request that the Court approve \$10,000.00 in administration costs to the Settlement
16 Administrator, Phoenix Settlement Administrators ("PSA"). As detailed in the declaration of Jarrod
17 Salinas on Behalf of PSA submitted herewith, PSA performed duties in connection with this Settlement
18 that were integral in effectuating the Settlement and the Notice process. Among other things, PSA
19 calculated each Settlement Class member's individual settlement payment, updated addresses contained
20 in the class data supplied by Turn Key, formatted and translated the Notice Packets for mailing in English
21 and Spanish, mailed Notice Packets to all 322 Settlement Class members, kept the parties informed of
22 any objections or requests for exclusion, and have otherwise administered the Settlement. *See* Salinas
23 Decl., ¶¶ 2-20. For these reasons, PSA's requested costs are fair, reasonable, and adequate, and should
24 be finally approved.

25 **F. This Court Should Finally Approve Plaintiff's Requested Service Award Because It**
26 **Is Fair, Adequate, and Reasonable in View of Plaintiff's Efforts and the Risks that**
He Assumed on Behalf of the Class

27 Courts routinely approve service payments to compensate named plaintiffs for the services they
28 provide and the risks they incur during class action litigation. *See, e.g., Bell v. Farmers Ins. Exchange*,

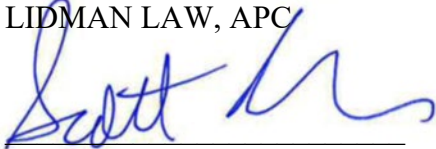
1 115 Cal.App.4th 715, 726 (2004) (upholding “service payments” to named plaintiffs for their efforts in
2 bringing the case); *Van Vranken v. Atlantic Richfield Co.*, 901 F. Supp. 294 (N.D. Cal. 1995) (approving
3 \$50,000 service payment).

4 Here, Plaintiff seeks an enhancement payment of \$7,500.00, and believes this request is
5 reasonable given Plaintiff’s efforts in this case and the risks he undertook on behalf of Settlement Class
6 members. Lidman Decl., ¶ 43; Declaration of Jose Garcia (“Garcia Decl.”), ¶ 3. Plaintiff gathered
7 documents for use in the lawsuit, and attended several meetings with Class Counsel discussing the case,
8 the merits, the defenses, and the overall fairness of the settlement reached. *Id.* Moreover, after receiving
9 notice of the proposed Class Representative Service Award for Plaintiff, no Settlement Class member has
10 objected to the proposed award, as of the date of this filing. *See* Salinas Decl., ¶ 15. Thus, the
11 enhancement payment to Plaintiff is appropriate and justified as part of the Settlement and should be
12 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 Plaintiff’s Motion for Final Approval of
16 Class Action Settlement and Final Judgment submitted herewith.

17
18 Dated: January 25, 2022

18 Respectfully submitted,
19 LIDMAN LAW, APC
20 
21 By: _____
22 Scott M. Lidman
23 Attorney for Plaintiff
24 JOSE GARCIA
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27
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