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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

JOSE LUIS TOPETE PEREZ, as an individual
and on behalf of all others similarly situated,

Plaintiff,

vs.

PRODUCTION RESOURCE GROUP LLC, a
Delaware limited liability company; and DOES
1 through 100, inclusive,

Defendants.

Case No. 20STCV38584 *related to* Case No.
20STCV27311

[Assigned for all purposes to the Hon. Maren Nelson
– SSC-17]

**PLAINTIFF'S NOTICE OF MOTION AND
MOTION FOR PRELIMINARY APPROVAL
OF CLASS ACTION SETTLEMENT;
MEMORANDUM OF POINTS AND
AUTHORITIES IN SUPPORT THEREOF**

Date: October 4, 2021
Time: 9:00 a.m.
Dept.: SSC-17

Complaint Filed: October 7, 2020
Trial Date: None Set

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

2 PLEASE TAKE NOTICE that pursuant to section 382 of the California Code of Civil Procedure
3 and Rule 3.769 of the California Rules of Court, on October 4, 2021 at 9:00 a.m. in Department SSC-
4 17 of the above-entitled Court, located at 312 North Spring Street, Los Angeles, California, 90012,
5 Plaintiff Jose Luis Topete Perez (“Plaintiff”), individually and on behalf of a class of similarly situated
6 individuals, will and hereby does move this Court for:

- 7 1. Preliminary approval of the proposed class settlement of this lawsuit;
8 2. Provisional certification of the following Settlement Class defined as follows:

9 All current and former employees of Defendant who were employed by
10 Defendant in the State of California at any time from April 6, 2019 through and
11 including August 20, 2020 and who received a wage statement that identified the
12 employer as “PRG” and/or anything other than “Production Resource Group,
L.L.C.

- 13 3. Preliminary appointment of Plaintiff Jose Luis Topete Perez as Class Representative;
14 4. Preliminary appointment of Scott M. Lidman, Elizabeth Nguyen, Milan Moore, and Romina
15 Tamiry of Lidman Law, APC and Paul K. Haines of Haines Law Group, APC as Class
16 Counsel;
17 5. Approval of the proposed Notice of Pendency of Class Action Settlement which is attached
18 to the Settlement as Exhibit A and an order that it be disseminated to the proposed Class
19 Members as provided in the Settlement Agreement;
20 6. Appointment of Simpluris, Inc. as the third-party Settlement Administrator for mailing
21 notices; and
22 7. The scheduling of a hearing to consider whether the Settlement should be finally approved
23 and to award: an enhancement award to Plaintiff; Settlement Administration Costs to
24 Simpluris, Inc.; civil penalties payable to the California Labor and Workforce Development
25 Agency and PAGA Affected Employees; and attorneys’ fees and costs to Class Counsel.

26 This Motion is based on this notice of motion, the memorandum of points and authorities, the
27 declarations of Scott M. Lidman, Elizabeth Nguyen, Paul K. Haines, Milan Moore, Plaintiff Jose Luis
28 Topete Perez, and Eric Springer of Simpluris, Inc., and the exhibits attached thereto, the pleadings and

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

3
4 Dated: September 10, 2021

Respectfully Submitted,
LIDMAN LAW, APC

5
6
7 By:



Scott M. Lidman
Attorney for Plaintiff
JOSE LUIS TOPETE PEREZ

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1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. INTRODUCTION**

3 Plaintiff Jose Luis Topete Perez (“Plaintiff”) brought this class and representative action against
4 Defendant Production Resource Group, LLC (hereinafter “PRG” or “Defendant”) alleging two wage
5 and hour and related violations. Specifically, Plaintiff’s sole class-wide allegation is that PRG failed to
6 provide wage statements which listed PRG’s complete name. Plaintiff also alleges that PRG is liable
7 for civil penalties under the Labor Code Private Attorneys General Act of 2004 (“PAGA”) for failing
8 to authorize and permit all legally required rest periods.

9 Plaintiff now respectfully requests that this Court preliminarily approve this non-reversionary,
10 class action settlement,¹ in which PRG has agreed to pay Two Hundred Thousand Dollars and Zero
11 Cents (\$200,000.00) on behalf of the following Settlement Class:

12 All current and former employees of Defendant who were employed by
13 Defendant in the State of California at any time from April 6, 2019 through and
14 including August 20, 2020 and who received a wage statement that identified the
15 employer as “PRG” and/or anything other than “Production Resource Group,
16 L.L.C.”

17 Significantly, Class Members do not need to file a claim to benefit from the Settlement because
18 all Class Members will automatically receive a payment unless they affirmatively opt-out. After
19 deducting Settlement Administration Costs, Plaintiff’s Service Award, Class Counsel Fees Award,
20 Class Counsel Costs Award, and payment of PAGA penalties to the California Labor and Workforce
21 Development Agency (“LWDA”) and PAGA Affected Employees, the remaining Net Settlement
22 Amount (“NSA”) of approximately \$88,333.34 will be distributed to all Class Members who do not
23 opt-out of the Settlement. There are approximately 808 Class Members, rendering the average payment
24 to participating Class Members to be approximately **\$109.32**.

25 The Settlement was reached only after the parties informally exchanged sufficient information
26 and data to have meaningful settlement discussions. In connection with settlement discussions, PRG

27 ¹ The Stipulation Regarding Class and Private Attorneys General Act Settlement and Release
28 (“Settlement”) is attached to the Declaration of Scott M. Lidman as Exhibit 1. The proposed Notice of
Pendency of a Class Action Settlement which is attached to the Settlement as Exhibit A. All defined
terms in this motion have the same definitions as used in the Settlement.

1 produced its applicable documents regarding its rest period policies, as well as all of the relevant data
2 points regarding the total number of employees and pay periods during both the Class Period and PAGA
3 Period. It also produced information regarding the nature of the corrections it made to its wage
4 statements to correct the alleged violation at issue, as well as the effective date such change was made
5 (August 21, 2020). After conducting the necessary research and analysis, and after months of
6 negotiations, the Parties agreed in principle on a class and PAGA-wide resolution. In the weeks that
7 followed, the Parties finalized the terms of settlement and executed the Settlement.

8 This proposed Settlement is well-within the range of possible approval in light of the significant
9 legal and factual obstacles that Plaintiff faced, the risks and costs of further litigation, and the tangible
10 monetary benefits to be received by the Settlement Class. For the reasons discussed herein, Plaintiff
11 respectfully requests that the Court grant preliminary approval of the Settlement.

12 **II. SUMMARY OF THE LITIGATION**

13 **A. THE PARTIES**

14 PRG is an audio-visual equipment rental service. *See* Declaration of Scott M. Lidman (“Lidman
15 Decl.”), ¶ 10. Plaintiff, a current employee, has been employed by Defendant (or is predecessor) since
16 approximately June 10, 2013 at PRG’s facility in Glendale, California. *See* Declaration of Jose Luis
17 Topete Perez (“Topete Perez Decl.”), ¶ 2. Plaintiff works as a non-exempt LED Technician and his
18 primary job responsibilities include, without limitation, repairing cables. *Id.*

19 **B. BRIEF PROCEDURAL HISTORY**

20 On October 7, 2020, Plaintiff filed a putative class and PAGA representative action complaint
21 against PRG in Los Angeles County Superior Court alleging the following causes of action: (i) a class-
22 wide claim for PRG’s failure to provide accurate, itemized wage statements due to its failure to list its
23 complete legal name; and (ii) a PAGA-based claim for PRG’s alleged failure to authorize and permit
24 all required rest periods. Lidman Decl., ¶ 10.

25 **III. DUNK/KULLAR ANALYSIS**

26 Settlement is the preferred means of dispute resolution, particularly in complex class action
27 litigation. *See In re Syncor ERISA Litig.* (9th Cir. 2008) 516 F.3d 1095, 1101. The Court’s role in
28 evaluating a proposed settlement is limited to ensuring that the agreement taken as a whole is fair. *See*
e.g., Hanlon, supra, 150 F.3d at 1027. There is an initial presumption of fairness where, as here, the

1 Settlement agreement was negotiated at arm's-length by class counsel. *See e.g. Kullar v. Foot Locker*
2 *Retail, Inc.* (2008) 168 Cal.App.4th 116, 130.

3 **A. INVESTIGATION AND DISCOVERY**

4 The Parties have diligently engaged in informal discovery to investigate the claims alleged in
5 the operative complaint. Lidman Decl., ¶ 11. Specifically, after agreeing to participate in early
6 settlement discussions in light of the simplified nature of the claims alleged, PRG informally produced
7 information regarding the number of current and former putative class members and allegedly aggrieved
8 employees, exemplars of its wage statements issued during the relevant time period, information
9 regarding the changes PRG made to its wage statements in response to the claims made herein, the
10 number of pay periods worked by putative class members during the Class Period, and the number of
11 pay periods worked by allegedly-aggrieved employees during the PAGA Period.² *Id.* Moreover,
12 without admitting that its wage statements violated California Labor Code section 226(a)(8), on August
13 18, 2020, Defendant cured any alleged deficiency pursuant to California Labor Code section
14 2699.3(c)(3) by re-issuing wage statements to its California employees from and after January 1, 2019
15 to identify the employer as Production Resource Group, L.L.C. *Id.*

16 In addition, because PRG was not legally required to nor did keep track of rest periods, there
17 was no data to produce regarding rest periods allegedly taken or missed by the PAGA employees.
18 Indeed, since the nature of the rest period claim is that employees were required to remain on the
19 premises for rest periods, there was no internal PRG data that exists that could be used to evaluate the
20 claim. However, PRG provided Plaintiff with its rest period policies, PRG denied that it requires
21 employees to remain on premises during rest periods, and PRG provided legal authorities supporting its
22 contention that Plaintiff's rest period theory (*i.e.*, that employees were not permitted to leave
23 Defendant's premises during rest periods) is not cognizable as a matter of law.

24 This discovery allowed the parties to assess the merits and value of Plaintiff's claims and PRG's
25

26 ² Plaintiff verified the data points by way of a verified declaration signed under penalty of perjury from
27 Defendant. Audrey Colotti, the Payroll Manager of Defendant provided a declaration to be submitted
28 in connection with the motion for preliminary approval. The Declaration of Audrey Colotti is attached
to Lidman Declaration as Exhibit 2.

1 defenses thereto, if a settlement could not be reached.

2 **B. ARMS-LENGTH NEGOTIATIONS**

3 In late December 2020, the Parties decided that they would exchange informal discovery and
4 information in an effort to engage in early settlement discussions to determine if the case could be
5 resolved. Lidman Decl., ¶ 12. Further, due to the simplified and limited nature of the claims at issue,
6 counsel for the Parties believed attempts at direct negotiations were appropriate so that money that
7 would have been spent on an expensive, experienced mediator could instead be used to pay an eventual
8 settlement if it could be reached. *Id.* During settlement discussions, the parties vigorously debated their
9 opposing legal positions, the likelihood of certification of Plaintiff’s wage statement claim, the
10 manageability of a trial of the PAGA-based rest period claim, and the legal basis for the claims and
11 defenses. *Id.* Ultimately, the parties agreed in principle on a class-wide and PAGA resolution. *Id.* In
12 the weeks that followed, the parties finalized the terms of settlement and executed the Stipulation
13 Regarding Class and Private Attorneys General Act Settlement and Release (“Settlement”).

14 **C. THE EXPERIENCE AND VIEWS OF COUNSEL**

15 “Parties represented by competent counsel are better positioned than courts to produce a
16 settlement that fairly reflects each party’s expected outcome in litigation.” *In re Pacific Enterprises*
17 *Securities Litigation* (9th Cir. 1995) 47 F.3d 373, 378. Here, Plaintiff is represented by competent,
18 experienced counsel who possess extensive experience prosecuting and defending wage-and-hour class
19 actions, and who have been appointed as class counsel in numerous cases alleging similar claims. See
20 Lidman Decl., ¶¶ 2-8; Nguyen Decl., ¶¶ 2-8; Haines Decl., ¶¶ 2-8. Class Counsel conducted an in-depth
21 review of PRG’s rest period policies and wage statements (and changes made thereto) and drew on their
22 extensive experience in similar cases to assess the strengths and weaknesses of Plaintiff’s case,
23 likelihood of certification and the manageability of a potential PAGA trial based on the rest period
24 theory. See Lidman Decl., ¶¶ 10-30.

25 **D. AMOUNT OFFERED IN SETTLEMENT GIVEN REALISTIC VALUE OF**
26 **CLAIMS**

27 The Settlement provides a fair and reasonable monetary recovery for the Settlement Class in
28 the face of disputed claims. Plaintiff’s analysis of the maximum and realistic expected recoveries for
each of the theories of liability pled is set forth below:

1 PRG Issued Inaccurate Itemized Wage Statements: Plaintiff alleges that PRG issued inaccurate
2 wage statements in violation of Labor Code § 226. Lidman Decl., ¶ 16. Specifically, Plaintiff contends
3 that this conduct violated Labor Code § 226(a) because the wage statements issued to Class Members
4 failed to include the name of the legal entity that is/was the employer. *Id.* Plaintiff alleges that beginning
5 in or around 2019, Defendant Production Resource Group, LLC issued wage statements to its employees
6 with “PRG” as the employer name on them, which Plaintiff contends is not its legal name. Plaintiff
7 alleges that this caused confusion and damages to employees who received such incorrect and unlawful
8 wage statements. *Id.* Plaintiff’s data analysis reflected that there were approximately 17,857 wage
9 statements issued during the relevant time period. *Id.* Therefore, Plaintiff calculated PRG’s maximum
10 exposure for wage statement violations at approximately \$1,745,300.00 (($\50.00×808 current
11 employees) + ($\$100.00 \times 17,049$ subsequent wage statements)). *Id.*

12 PRG argues that its alleged wage statement violation could not be shown to be “knowing and
13 intentional,” because it was well known that PRG stood for Production Resource Group, L.L.C. (which
14 complete name was contained on other company documents provided to employees) and that Plaintiff
15 cannot show that he or any other employee “suffer[ed] injury” as a result of the alleged wage statement
16 violation, as required by Lab. Code § 226(e) for imposition of penalties. Lidman Decl., ¶ 17. PRG also
17 contends that the issue of damages and confusion would be individualized such that it would prevent the
18 class from being certified. *Id.* Additionally, PRG, without admitting that its wage statements violated
19 the Labor Code, on August 18, 2020, cured any alleged deficiency pursuant to California Labor Code
20 section 2699.3(c)(3) by re-issuing wage statements to its California employees from and after January
21 1, 2019 to correctly identify the employer as Production Resource Group, L.L.C. *Id.* As such, Plaintiff
22 discounted the calculated exposure by 55% for a risk of non-certification and an additional 50% for a
23 risk of being unsuccessful on the merits, to arrive at an estimated total of \$392,692.50. *Id.*

24 Plaintiff’s Claim for PAGA Civil Penalties for Alleged Rest Period Violations: Plaintiff also
25 seeks civil penalties under the PAGA as a result of allegedly failing to authorize and permit lawful rest
26 periods. Lidman Decl., ¶ 18. Specifically, Plaintiff alleges that PRG’s rest period practices required
27 non-exempt employees to remain on the work premises during rest periods. *Id.* By prohibiting its non-
28 exempt employees from leaving the work premises during rest periods, Plaintiff alleges PRG fails to

1 relinquish control in violation of California law and resulted in at least one rest period violation on every
2 shift in excess of 3.5 hours. Plaintiff calculated PRG's maximum exposure at \$807,700 (8,077 pay
3 periods x \$100 initial violation rate).³ *Id.*; see *Amaral v. Cintas Corp. No. 2* (2008) 163 Cal.App.4th
4 1157, 1207 (finding "initial" violation rate applies until employer is notified that it is violating a Labor
5 Code provision).

6 PRG argues that Plaintiff's PAGA claim would fail because neither its written policies nor its
7 practices required employees to remain on the premises during rest periods, employees regularly left the
8 premises during rest periods, and a PAGA trial on such a claim would be completely unmanageable due
9 to the varied individualized issues. Lidman Decl., ¶ 19. PRG contends it has always maintained and
10 enforced lawful rest period policies and practices, and that Class Members were authorized and
11 permitted to take all off-duty rest periods in compliance with California law. *Id.* PRG also maintains
12 that, given its good faith defenses this Court would exercise its discretion to substantially reduce any
13 PAGA penalties if it were to find PRG liable for Plaintiff's claim. See Lab. Code § 2699(e)(2); *Thurman*
14 *v. Bayshore Transit Mgmt., Inc.* (2012) 203 Cal.App.4th 1112, 1135 (affirming reduction of PAGA
15 penalties); *Fleming v. Covidien Inc.* (C.D. Cal. 2011) Case No. ED CV10-01487 RGK (OPx), 2011 WL
16 7563047, at *4 (reducing PAGA penalties from \$2.8 million to \$500,000). *Id.* Therefore, Plaintiff
17 discounted the maximum exposure figure by 60% for a risk of being unsuccessful on the merits, and an
18 additional 35% to account for the possibility of this Court reducing penalties, to arrive at an estimated
19 exposure of \$209,820. *Id.*

20 E. THE SETTLEMENT IS WITHIN THE RANGE OF POSSIBLE APPROVAL

21 Using these estimated figures for each of the claims described above, Plaintiff predicted the
22 realistic total recovery for the Class Members and PAGA Aggrieved Employees would be
23 approximately \$602,512.50. Lidman Decl., ¶ 20. The proposed settlement of \$200,000.00 therefore
24 represents approximately 33.19% of the reasonably forecasted recovery for the Settlement Class. *Id.*
25 Preliminary approval is appropriate as the settlement will provide tangible monetary relief to Class
26

27 ³ There are approximately 460 employees who fall within the group of PAGA Aggrieved Employees
28 during the PAGA Period of July 16, 2019 through April 1, 2021, and these employees worked a total
of approximately 8,077 pay periods during such time. Lidman Decl., ¶ 18

Members, and will still provide an average recovery to Class Members of over \$100.00.

The proposed settlement reflects approximately 33.19% of the estimated recovery the Settlement Class could reasonably expect in light of the significant litigation risks, and will provide tangible monetary compensation for hotly disputed claims. Indeed, the percentage of the liability exposure recovered in this case exceeds percentages routinely approved by courts. *See, e.g., Glass v. UBS Finan. Servs.* (N.D. Cal. 2007) Case No. C-06-4068 MMC, 2007 WL 221862, *4 (approving settlement representing 25% to 35% of potential damages); *Dunleavy v. Nadler* (9th Cir. 2000) 213 F.3d 454, 459 (approving settlement representing about one-sixth of potential recovery); *Nat'l Rural Telecomm. Coop. v. DirecTV, Inc.* (C.D. Cal. 2004) 221 F.R.D. 523, 527 ("it is well-settled law that a proposed settlement may be acceptable even though it amounts to only a fraction of the potential recovery that might be available to the Settlement Class members at trial"). Thus, Plaintiff submits that the proposed settlement is within the range of possible approval, such that notice should be provided to the Settlement Class so that they can consider the Settlement. The Court will have the opportunity to again assess the reasonableness of the Settlement after the Settlement Class has had the opportunity to opt-out or object.

F. RISK, EXPENSES, COMPLEXITY, AND DURATION OF FURTHER LITIGATION

Although the parties engaged in informal discovery throughout this action, the parties still had significant discovery to complete in formal litigation had the matter not settled. Lidman Decl., ¶ 24. Moreover, Plaintiff still had to file for class certification, and faced the prospect of appeals in the wake of a disputed class certification ruling for Plaintiff and/or an adverse summary judgment ruling. *Id.* Even if the class sought to be certified by Plaintiff were in fact certified, the parties would incur considerably more attorneys' fees and costs through a possible decertification motion, trial, and possible appeal. *Id.* This Settlement avoids those risks and the accompanying expense. Thus, this factor supports preliminary approval.

G. RISK OF MAINTAINING CLASS ACTION STATUS

Plaintiff had not yet filed his motion for class certification and as such, the extent to which Plaintiff's proposed class was certifiable is somewhat speculative. Absent settlement, there was a risk that there would not be a certified class at the time of trial.

1 **IV. CLASS CERTIFICATION FOR SETTLEMENT PURPOSES**

2 California Rule of Court 3.769 conditions settlement of a class action on court approval, which
3 is generally evaluated under the federal standards applicable under Rule 23 of the Federal Rules of
4 Civil Procedure. *See Reed v. United Teachers Los Angeles* (2012) 208 Cal.App.4th 322 requires trial
5 court to determine “that the settlement is fair, reasonable and adequate to all concerned”); *Hanlon v.*
6 *Chrysler Corp.* (9th Cir. 1998) 150 F.3d 1011, 1026 requires the trial court to determine “whether a
7 proposed settlement is fundamentally fair, adequate, and reasonable”).

8 As further explained below, the Settlement Class satisfies the criteria for certification of a
9 settlement class under California law because: (1) the Settlement Class is so numerous that joinder
10 would be impractical; (2) common questions of law and fact predominate over individual questions
11 such that class certification is the most efficient and desirable way to maintain this litigation; (3)
12 Plaintiff’s claims are typical of the claims of absent Class Members; and (4) Plaintiff and his counsel
13 will fairly and adequately represent Class Members’ interest. *See* Cal. Civ. Proc. § 382.

14 **A. NUMEROSITY IS SATISFIED.**

15 Here, the proposed Settlement Class consists of approximately 808 members, and is therefore
16 sufficiently numerous as to make joinder impracticable. *See* Lidman Decl., ¶ 14; *See, e.g., Bowles v.*
17 *Sup. Ct.* (1955) 44 Cal.2d 574 (holding a class representing 10 beneficiaries of a trust sufficiently
18 numerous). Thus, numerosity is satisfied.

19 Further, a class is “ascertainable” where the members “may be readily identified without
20 unreasonable expense or time by reference to official [or business] records.” *See Sevidal v. Target*
21 *Corp.* (2010) 189 Cal.App.4th 905, 916 (alterations in original). Here, the proposed Settlement Class
22 is defined as “all current and former employees of Defendant who were employed by Defendant in the
23 State of California at any time from April 6, 2019 through August 20, 2020 and who received a wage
24 statement that identified the employer as “PRG” and/or anything other than “Production Resource
25 Group, L.L.C.” Lidman Decl., ¶ 14.

26 **B. COMMONALITY IS SATISFIED.**

27 The focus in a certification dispute is not the merits, but rather on what types of questions,
28 “common or individual,” are likely to arise in the action. *See Sav-On Drug Store, Inc. v. Superior*
Court (Rocher) (2004) 34 Cal.4th 319, 327.

1 Here, Plaintiff's class claim arose from PRG's common, uniform policies and practices that
2 applied to Class Members during the class period. Lidman Decl., ¶ 15. Specifically, Plaintiff alleged
3 that PRG's common and uniform policies and practices resulted in the failure to provide accurate,
4 itemized wage statements. *Id.* As a result of the common and uniform policies and practices that
5 applied to all Class Members, their claims involve the following common question of law and fact,
6 including but not limited to:

- 7 1. Whether PRG failed to furnish accurate, itemized wage statements that included the legal
8 name of the employer?

9 These alleged practices result in a common question as to the affected Class Members. *See e.g.,*
10 *Benton v. Telecom Network Specialists, Inc.* (2013) 220 Cal.App.4th 701, 726.

11 **C. TYPICALITY IS SATISFIED.**

12 The typicality requirement is satisfied where class representatives have claims that are typical
13 of those of the rest of the class. *B.W.I. Custom Kitchen v. Owens-Illinois, Inc.* (1987) 191 Cal.App.3d
14 1341, 1347 (finding typicality satisfied where named Plaintiff purchased the same goods as the putative
15 class in a consumer class action).

16 Here, Plaintiff's claims are typical of those held by the members of the proposed Settlement
17 Class. First, Plaintiff was employed by PRG during the Class Period as a non-exempt employee and
18 received the same format of wage statements as other employees. *See* Topete Perez Decl., ¶ 2. Second,
19 Plaintiff was allegedly injured by the same challenged policies that allegedly injured the Settlement
20 Class as a whole. For example, Plaintiff asserts that he received inaccurate itemized wage statements,
21 similar to those received by the Class Members. *Id.* Given that PRG's wage statements were uniform
22 and were issued to all of its employees, Class Members possess a similar interest and have suffered a
23 similar alleged injury as Plaintiff. Accordingly, because Plaintiff's claim and those of the Settlement
24 Class all arise from the same conduct, typicality is satisfied.

25 **D. ADEQUACY IS SATISFIED.**

26 The adequacy requirement examines conflicts of interest between named parties and the
27 class(es) they seek to represent. *Capital People First v. State Dept. of Developmental Services* 155
28 (2007) Cal.App.4th 676, 697.

1 Here, there are no apparent conflicts of interest between Plaintiff and the Settlement Class he
2 seeks to represent. Indeed, Plaintiff's interests are aligned with those of the Class Members, as they all
3 seek monetary relief under the same facts and legal theories. Additionally, Class Counsel does not
4 have any conflict of interest with the Settlement Class. *See McGhee v. Bank of America* (1976) 60
5 Cal.App.3d 442, 450-51 (adequacy satisfied where there was no indication that Class Counsel were not
6 qualified and the named plaintiff had no interests antagonistic to those of the proposed class).

7 Further, Class Counsel also have extensive experience in wage and hour class action litigation
8 and have vigorously litigated this case. *See* Lidman Decl., ¶¶2-8; Declaration of Elizabeth Nguyen
9 ("Nguyen Decl."), ¶¶ 2-8; Declaration of Paul K. Haines ("Haines Decl."), ¶¶ 2-8; Declaration of Milan
10 Moore ("Moore Decl."), ¶¶ 2-4.

11 **V. SETTLEMENT AGREEMENT**

12 **A. THE BASICS**

13 *1. Class and PAGA Affected Employees Definitions*

14 The proposed Settlement Class is defined as "all current and former employees of Defendant
15 who were employed by Defendant in the State of California at any time from April 6, 2019 through and
16 including August 20, 2020 and who received a wage statement that identified the employer as "PRG"
17 and/or anything other than "Production Resource Group, L.L.C." Lidman Decl., ¶ 14, Exh. 1
(Settlement, ¶¶ 1.2 and 1.8).

18 The proposed PAGA Affected Employees is defined as "all current and former non-exempt
19 employees of Defendant who were employed by Defendant in the State of California at any time from
20 July 16, 2019 through April 1, 2021." Lidman Decl., ¶ 14, Exh. 1 (Settlement, ¶¶ 1.22 and 1.27).

21 *2. Class and PAGA Releases Periods*

22 For purposes of this Settlement Agreement, the "Class Period" shall mean the time period of
23 April 6, 2019 through and including August 7, 2020. Lidman Decl., ¶ 14, Exh. 1 (Settlement, ¶ 1.8).

24 Additionally, for purposes of this Settlement Agreement, the "PAGA Period" and release under
25 the PAGA shall mean the time period between July 16, 2019 through April 1, 2021.⁴ *Id.* (Settlement, ¶
26 1.27)

27
28 ⁴ The Parties agreed to close the PAGA Period on the date they finally reached terms on this
Settlement. Lidman Decl., ¶ 14. This was decided to avoid a subsequent increase in the pay periods

1 **B. RELEASE OF CLAIMS**

2 1. Scope of Releases of Class Claims and PAGA Claims

3 Release of Class Claims:

4 Class Members and Plaintiff will release all claims, rights, demands, liabilities, and causes of
5 action of every nature and description, whether known or unknown, for wages, benefits, and related
6 penalties that arose during the Class Period and were actually asserted or that could have been asserted
7 in the Action by the Plaintiff on behalf of himself and/or the Class Members based on the facts alleged
8 in and/or in support of Plaintiff's first cause of action alleging a class claim for alleged violation of
9 California Labor Code section 226, including but not limited to claims for: (a) statutory penalties, civil
10 penalties, and damages for failure to timely provide accurate, itemized wage statements in violation of
11 California Labor Code section 226; (b) declaratory relief to determine whether the wage statement
12 practices alleged in the Action are unlawful; (c) injunctive relief to halt any wage statement practices
13 alleged in the Action to be unlawful; (d) restitution and an order requiring Defendant to restore and
14 disgorge funds to each Class Member acquired by means of any act or practice relating to wage
15 statements alleged in the Action to be unlawful; (e) attorneys' fees and costs incurred to prosecute the
16 Action on behalf of Class Members, including but not limited to fees incurred for the services of Class
17 Counsel or any other counsel; and (f) any other derivative remedies, penalties, and interest available
18 under the law based on the facts alleged in the Action with respect to Plaintiff's wage statement
19 allegations, including but not limited to California Labor Code section 226 and the applicable Industrial
20 Welfare Commission ("IWC") Wage Order. "Class Claims" also includes all claims that Plaintiff and/or
21 Class Members may have against the Released Parties relating to: (a) the payment, taxation, and
22 allocation of attorneys' fees and costs to Class Counsel pursuant to this Settlement Agreement; (b) the
23 payment, taxation, and allocation of Plaintiff's Service Award pursuant to this Settlement Agreement;
24 and (c) the payment, taxation, and allocation of payments to Class Members. *See* Settlement, ¶ 1.3.

25 Release of PAGA Claims:

26 The PAGA Affected Employees, including Plaintiff, and the State of California will release and
27 forever discharge all claims, rights, demands, liabilities, and causes of action of every nature and

28 _____ and PAGA Affected Employees between the time settlement was reached and ultimate approval by
the Court, so as to avoid dilution of the settlement. *Id.*

1 description, whether known or unknown, for civil penalties that arose during the PAGA Period and were
2 actually asserted or that could have been asserted in the Action by the Plaintiff on behalf of himself, the
3 State of California, and/or PAGA Affected Employees based on the facts alleged in and/or in support
4 of Plaintiff's second cause of action alleging a PAGA claim for alleged violation of California Labor
5 Code sections 226.7 and 516 and the applicable IWC wage order, including but not limited to claims
6 for: (a) civil penalties pursuant to PAGA for failure to provide rest periods or compensation in lieu
7 thereof in violation of California Labor Code sections 226.7 and 516 and the applicable IWC Wage
8 Order; (b) declaratory relief to determine whether the rest period practices alleged in the Action are
9 unlawful; (c) injunctive relief to halt any rest period practices alleged in the Action to be unlawful; (d)
10 attorneys' fees and costs incurred to prosecute the Action on behalf of the State of California and PAGA
11 Affected Employees, including but not limited to fees incurred for the services of Class Counsel or any
12 other counsel; and (e) any other derivative remedies, penalties, and interest available under the law
13 based on the facts alleged in the Action with respect to Plaintiff's rest period allegations, including but
14 not limited to California Labor Code sections 204, 210, 226.7, 516, 558, and 1174 and the applicable
15 IWC Wage Order. "PAGA Claims" also includes all claims that Plaintiff, the State of California, and/or
16 PAGA Affected Employees may have against the Released Parties relating to: (a) the payment, taxation,
17 and allocation of attorneys' fees and costs to Class Counsel pursuant to this Settlement Agreement; (b)
18 the payment, taxation, and allocation of Plaintiff's Service Award pursuant to this Settlement
19 Agreement; and (c) the payment, taxation, and allocation of payments to PAGA Affected Employees.
20 See Settlement, ¶ 1.24.

21 2. Release Effective Date

22 The releases described above will only be effective on the date that Defendant fully funds the
23 Gross Settlement Amount. See Settlement, ¶¶ 3.5.2 and 3.5.3.

24 C. MONETARY TERMS OF SETTLEMENT

25 1. Gross Settlement Amount and Timing of Payment

26 If the Court approves this Settlement, PRG will pay a Gross Settlement Amount ("GSA") of
27 \$200,000.00.⁵ Lidman Decl., ¶¶ 13, Exh. 1 (Settlement, ¶ 1.17). Significantly, this Settlement is **non-**

28 ⁵ Defendant represents that there were an estimated 17,587 pay periods worked by Class Members during the Class Period. In the event the parties learn prior to the mailing of the Notice of Settlement

reversionary, and no Class Member will have to submit a claim form to receive a Settlement Award. *Id.* Each Class Member will automatically receive a Settlement Award unless he or she affirmatively opts out of the Settlement. *Id.* The Parties agree there is no statutory or other right for any PAGA Affected Employee to opt out or otherwise exclude himself or herself from the PAGA portion of the Settlement. Under no circumstances will a Class Member who has submitted a timely and valid Request for Exclusion be considered to have opted out of the PAGA Distribution Amount portion of the Settlement or the Released PAGA Claims. Settlement, ¶ 3.6.8.1.

Within fifteen (15) calendar days following the Effective Date, PRG shall fund the Settlement by providing the Gross Settlement Amount to the Settlement Administrator. The Settlement Administrator shall deposit the funds in the Settlement Fund Account and will disburse the funds in the manner and at the times set forth in the Settlement. *See* Settlement, ¶ 3.7.2.

2. Deductions from Gross Settlement Amount

The monetary terms of the Settlement are summarized below:

Gross Settlement Amount (“GSA”):	\$200,000.00
Minus Court-approved attorneys’ fees (update to 1/3 of GSA):	\$66,666.66
Minus Court-approved, verified costs (up to \$10,000.00):	\$10,000.00
Minus Court-approved Class Representative Service Award:	\$5,000.00
Minus Settlement Administration Costs (not to exceed \$10,000):	\$10,000.00
Minus PAGA Distribution Amount:	\$20,000.00
Net Settlement Amount (“NSA”):	\$88,333.34

that the number of pay periods worked by Class Members during the Class Period is more than 10% greater than 17,587 pay periods, then Defendant agrees to increase the Net Settlement Amount on a proportional basis (i.e., if there is a 15% increase in the number of pay periods worked by Class Members during the Class Period, then Defendant will increase the Net Settlement Amount by 15%, from the estimated \$88,333.34 to \$101,583.34). Similarly, Defendant represented that there were an estimated 8,077 pay periods worked by PAGA Affected Employees during the PAGA Period. In the event the parties learn prior to the mailing of the Notice of Settlement that the number of pay periods worked by PAGA Affected Employees during the PAGA Period is more than 10% greater than 8,077, then Defendant agrees to increase the PAGA Distribution Amount on a proportional basis (i.e., if there is a 15% increase in the number of pay periods worked by PAGA Affected Employees during the PAGA Period, then Defendant will increase the PAGA Distribution Amount by 15%, from the estimated \$20,000 to \$23,000). *See* Settlement ¶ 3.5.1.1.

1 After deducting amounts for the Court-approved attorneys' fees and verified costs, Service
2 Award to Plaintiff, Settlement Administration Costs, and the PAGA Distribution Amount, the
3 Settlement requires the Settlement Administrator to distribute a Net Settlement Amount ("NSA") of at
4 least \$88,333.34 to all Class Members who do not timely opt out. Lidman Decl., ¶ 13, Exh. 1.

5 3. Class Representative Service Award

6 "[I]ncentive awards are fairly typical in class action cases . . . and are intended to compensate
7 class representatives for work done on behalf of the class [and] to make up for financial or reputational
8 risk undertaken in bringing the action." *In re Cellphone Fee Termination Cases* (2010) 186 Cal.App.4th
9 1380, 1393-94.

10 Here, as part of the Settlement, Plaintiff will separately apply for a Service Award at the time
11 of seeking final approval of the proposed class action settlement in the amount of \$5,000.00 for his
12 services to the Settlement Class, and execution of a full general release of all known and unknown
13 claims. Lidman Decl., ¶ 23, Exh. 1 (Settlement, ¶¶ 1.35 and 3.5.4); Topete Perez Decl., ¶¶ 3-8. As
14 will be fully briefed at the time of final approval, Plaintiff's requested Service Award is intended to
15 recognize the time and effort Plaintiff expended on behalf of the Settlement Class, including providing
16 factual information and documents to Class Counsel, attending multiple meetings with Class Counsel
17 to discuss the claims and theories at issue in the litigation, as well as the significant risks Plaintiff
18 undertook by agreeing to serve as the named plaintiff in this case, and the fact that Plaintiff has agreed
19 to a general release of all claims subject to a waiver of Civil Code § 1542. *See* Lidman Decl., ¶ 23;
20 Topete Perez Decl., ¶¶ 3-8; Settlement ¶ 3.5.4.

21 4. Attorneys' Fees and Costs

22 California courts recognize an appropriate method for awarding attorneys' fees in class actions
23 is to award a percentage of the "common fund" created as a result of a settlement. *See e.g., Laffitte v.*
24 *Robert Half Int'l, Inc.* (2016) 1 Cal.5th 480, 506 (holding "the percentage of fund method survives in
25 California class action cases"). Class Counsel's request for fees of one-third of the GSA is well within
26 the range of reasonableness, and indeed is considered the typical rate for common fund settlements.
27 Historically, courts have awarded percentage fees in the range of 20% to 50%, depending on the
28 circumstances of the case. *See* 4 Newberg on Class Actions § 14.6 (4th Ed. 2013).

1 Here, Class Counsel will also apply for an attorneys' fees award of one-third of the GSA, which
2 is currently estimated to be \$66,666.66, and up to \$10,000.00 in verified costs reimbursement. *See*
3 Settlement, ¶ 3.5.1.3; Lidman Decl., ¶ 21. Plaintiff submits the requested fee is fair compensation for
4 undertaking complex, risky, expensive, and time-consuming litigation on a purely contingent fee basis.
5 *Id.* Further, Plaintiff has provided written approval of the split of attorneys' fees in this action. Lidman
6 Decl., ¶ 22. Class Counsel has incurred substantial attorney fees conducting pre-filing investigation,
7 analyzing Plaintiff's claims, conducting legal research, analyzing payroll data, preparing for and
8 participating in direct settlement negotiations, negotiating and revising the long-form Settlement,
9 preparing this Motion, and otherwise litigating the case. Lidman Decl., ¶ 21. Class Counsel expect to
10 expend additional attorney time in attending the hearing on this Motion, overseeing the Notice process
11 and fielding questions from Class Members, preparing the final approval papers and attending the Final
Approval hearing. *Id.*

12 Class Counsel submits that the request for attorneys' fees is reasonable when viewed as an
13 overall percentage of the settlement in light of the substantial risks, significant work undertaken, the
14 extremely positive results obtained for the class, and the efficiency with which the Parties conducted
15 the litigation. Should the Court grant preliminary approval, Class Counsel will seek an award of
16 attorneys' fees and verified litigation costs at the time of seeking final approval of the Settlement, which
17 will include a lodestar analysis.

18 5. Payment Formula

19 According to PRG, there are approximately 808 total Class Members. Lidman Decl., ¶ 14. Each
20 Class Member Payment shall be calculated by dividing a Participating Class Member's individual pay
21 periods worked for Defendant in California during the Class Period by the total of all Participating Class
22 Members' pay periods worked for Defendant in California during the Class Period (all according to
23 Defendant's business records), and multiplying this result by the Net Settlement Amount. Settlement,
24 ¶ 3.5.1.7.

25 Thus, the average Individual Settlement Payment (assuming all Class Members worked the same
26 length of time) is projected to be approximately **\$109.32**. Lidman Decl., ¶ 14.

1 Additionally, the PAGA Affected Employee Payment of \$5,000.00 shall be distributed to the
2 approximately 460 PAGA Affected Employees on a *pro rata* basis based on the number of pay periods
3 each worked for Defendant in California during the PAGA Period. Settlement, ¶ 1.23.

4 6. Tax Allocation

5 One hundred percent (100%) of each Class Member Payment shall be allocated as miscellaneous
6 income for which an IRS Form 1099 will issue, if required by law. Settlement, ¶ 3.7.8. This is because
7 the remedies available under the Class-based wage statement claim and the PAGA claim are statutory
8 and civil penalties, not wages.

9 7. PAGA Distribution Amount

10 The parties have agreed to a PAGA Distribution Amount of \$20,000.00 and in accordance with
11 California Labor Code section 2699(i), the LWDA will receive 75% of the amount attributable to PAGA
12 penalties – or \$15,000.00. Settlement ¶ 3.5.1.6.1. This \$15,000.00 represents roughly 7.5% of the
13 \$200,000.00 Gross Settlement Amount and is in line with the zero to two percent range for PAGA
14 claims approved by Courts. *See, e.g., In re M.L. Stern Overtime Litig.*, No. CV 07-0118 BTM (JMAx),
15 2009 WL 995864, at *1 (S.D. Cal. Apr. 13, 2009) (approving PAGA settlement of 2 percent, or
16 \$20,000); *Hopson v. Hanesbrands, Inc.*, No. CV 08-0844 EDL, 2008 WL 3385452, at *1 (S.D. Cal.
17 Apr. 13, 2009) (approving a PAGA settlement of 0.3 percent, or \$1,500); *Nordstrom Comm’n Cases*,
18 186 Cal. App. 4th 576, 589 (2010) (approving settlement of wage and hour class action claims and
PAGA claims under which no money was allocated to the PAGA claims).

19 Further, neither the Court nor a jury has made a factual finding of a violation of any Labor Code
20 section such that approving an amount that is less than the statutory maximum is appropriate. Lidman
21 Decl., ¶ 25. As discussed above, the Parties specifically negotiated, like the other terms of the
22 settlement, and ultimately agreed to resolve the PAGA claim for \$20,000.00 at mediation.

23 Also, Plaintiff estimated a realistic exposure of \$209,820 for the PAGA claim. As such, Plaintiff
24 submits that settling the PAGA claim for \$20,000.00 represents about 10% of the estimated exposure
25 and is reasonable based on the associated risks discussed above, including that a court ultimately has
26 discretion to reduce the amount of PAGA penalties awarded at trial.

27 Approval of less than the statutory maximum is appropriate in this case because PRG expressly
28 denies and continues to deny any liability. Settlement, ¶ 2.5.

1 **VI. NOTICE ADMINISTRATION**

2 **A. SETTLEMENT ADMINISTRATOR**

3 Simpluris, Inc.'s ("Simpluris") fees and expenses are estimated not to exceed \$10,000.00.
4 Indeed, Simpluris has capped its fee at \$9,400.00. *See* Declaration of Eric Springer in support of
5 Plaintiff's Motion for Preliminary Approval filed concurrently herewith ("Springer Decl."). This
6 request is reasonable in light of the proposed class size of approximately 808 Class Members and the
7 costs and expenses associated with administering the notices and distributing the awards. Additionally,
8 Simpluris will translate the Notice Packet and mail the Notice in both English and Spanish to Class
9 Members. Springer Decl., ¶ 14.

10 **B. QUALIFICATIONS AND EXPERIENCE OF ADMINISTRATOR**

11 Simpluris has extensive experience administering class action matters. Simpluris has
12 administered complex wage and hour, labor and employment, consumer/ product liability, TCPA,
13 FLSA, FACTA, ERISA and PAGA class action matters, though final approval and distribution.
14 Simpluris has developed a system of quality assurance measures, to ensure the highest quality service
15 is provided in our cases and to class members. Springer Decl., ¶ 5.

16 **C. EMPLOYEE LIST FROM DEFENDANT**

17 Within fifteen (15) calendar days after entry of an order preliminarily approving this Agreement,
18 Defendant will provide the Settlement Administrator with the Employee List (with relevant contact
19 information and information sufficient to approximate individual recovery under the Settlement) for
20 purposes of mailing the Notice of Settlement to Class Members. Settlement, ¶ 3.6.4.

21 **D. EMPLOYEE LIST UPDATED PRIOR TO INITIAL MAILING**

22 Upon receipt of the Employee List, the Settlement Administrator will conduct a national change
23 of address search and a skip trace for the most current address of all former employee Class Members
24 and PAGA Affected Employees and will update such former employees' addresses as necessary.
Settlement, ¶ 3.6.5.

25 **E. DEADLINE FOR INITIAL ISSUANCE OF NOTICE TO CLASS MEMBERS**

26 Twenty-one (21) calendar days after receipt of the Employee List, the Settlement Administrator
27 shall mail the Notice of Settlement to all Class Members by First Class U.S. Mail. Settlement, ¶ 3.6.5.
28

1 **F. NOTICE COMPLIES WITH CAL. RULES OF COURT, RULE 3.766(D)**

2 The content of the proposed Notice of Pendency of Class Action and Settlement satisfies
3 California Rule of Court 3.766(d) because it advises Class Members of the nature of the claims, basic
4 contentions and denials of the parties, and the key terms of the Settlement, the 60-day deadline to opt-
5 out or object to the Settlement and the procedures by which to do so, explains the recovery formula
6 and expected recovery amount for each Settlement Class member, provides them the opportunity to
7 contest their total pay periods included in the notice, and advises them that they will be bound by the
8 terms of the Settlement if they do not opt-out, except for the PAGA Release for which they will have
9 no right to opt-out. *See* Lidman Decl., Exh. 1 (Settlement, Exh. A). The proposed Notice of Pendency
10 of Class Action and Settlement will also notify Class Members of the final approval hearing date and
11 provides Class Members the contact information for Class Counsel, and advises Class Members that
12 they may enter an appearance through counsel if they wish to. This manner of giving notice satisfies
13 California Rule of Court 3.766(e) as the most reliable and cost-effective method of reaching Class
14 Members.

15 **G. COURT’S CURRENT SOCIAL DISTANCING PROCEDURES**

16 The Class Notice expressly states the following:

17 Any Settlement Class member who elects to appear personally at the Court for any
18 reason related to this Lawsuit must comply with the Court’s social distancing and
19 mandatory face covering requirements, as well as any other orders related to
20 COVID-19. All such rules and orders can be located at the Court’s website:
www.lacourt.org.

21 For more information on how to appear remotely, please visit the Court’s website
22 at <http://www.lacourt.org/division/civil/CI0040.aspx> and
<https://www.lacourt.org/lacc/>

23 **H. PROCESSING OF PAYMENTS**

24 Within thirty (30) calendar days following the Effective Date, the Settlement Administrator shall
25 distribute from the Settlement Fund Account the Class Member Payments to Participating Class
26 Members. Settlement, ¶ 3.7.8.

27 //

28 //

1 **I. UNDELIVERABLE NOTICE PACKETS**

2 Any Notice of Settlement returned to the Settlement Administrator as non-deliverable shall be
3 re-mailed to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement
4 Administrator shall make reasonable efforts to obtain an updated mailing address. If an updated address
5 is identified, the Settlement Administrator shall resend the Notice of Settlement to the Class Member
6 within seven (7) calendar days of the date of the return of the Notice of Settlement. The remailing of
7 any Notice of Settlement shall extend the Response Deadline for a Class Member by fourteen (14) days.
8 Settlement, ¶ 3.6.6.

9 **J. NOTICE OF ANY CHANGE OF LOCATION OR DATE OF HEARING**
10 **AND FINAL JUDGMENT**

11 Any changes to date, time, or location of the Final Approval Hearing will be posted on the
12 Settlement Administrator's website. Notice of the Court's final judgment will also posted on the
13 Settlement Administrator's website.

14 **VII. RESPONSES TO NOTICE**

15 **A. REQUESTS FOR EXCLUSION**

16 The Request for Exclusion must: (1) contain the name, address, telephone number and the last
17 four digits of the Social Security number of the Settlement Class member; (2) contain a statement that
18 the Settlement Class member wishes to be excluded from the Settlement; (3) be signed by the Settlement
19 Class member; and (4) be postmarked by the Response Deadline and mailed to the Settlement
20 Administrator at the address specified in the Class Notice. Settlement, ¶ 3.6.8.1.

21 The Parties agree there is no statutory or other right for any Settlement Class member to opt out
22 or otherwise exclude himself or herself from the PAGA portion of the Settlement. A Settlement Class
23 member who submits a valid and timely Request for Exclusion shall still receive his or her proportionate
24 share of the PAGA Amount. Settlement, ¶ 3.6.8.1.

25 **B. OBJECTION PROCEDURES**

26 To be valid, the Notice of Objection must: (a) contain the full name, address and last four digits
27 of the social security number of the Class Member; (b) state the case name and number, *Jose Luis Topete*
28 *Perez v. Production Resource Group, L.L.C.*, Superior Court of California, County of Los Angeles,

Case No. 20STCV38584; the basis for the objection; and whether the Class Member intends to appear at the Final Approval Hearing; and (c) be signed by the Class Member. Settlement, ¶ 3.6.9.

Class Members who do not request exclusion may also object to the Settlement by appearing at the Final Approval Hearing in person or virtually irrespective of whether they submitted any written objections. Settlement, ¶ 3.6.9.

VIII. CY PRES DISTRIBUTION/UNCLAIMED FUNDS

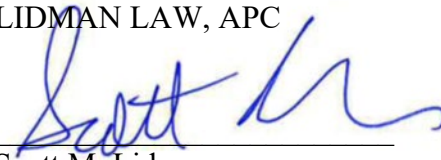
The Parties agree that any unclaimed funds in the Settlement Fund Account as a result of the failure to cash Class Member Payment checks and PAGA Affected Employee Payment checks by the Void Date shall be transmitted by the Settlement Administrator to the State of California Controller's Office, Unclaimed Property Fund, in accordance with California law regarding such escheatment, within twenty-one (21) calendar days of the Void Date. Settlement ¶ 3.7.9. As all settlement funds will be distributed to the Class Members, there will be no residue and it is unnecessary to designate *cy pres* recipients.

IX. CONCLUSION

This Court should set a hearing for final approval of the Settlement on a date appropriately scheduled to follow the deadline by which Class Members must file objections to the Settlement or opt-out. *See* California Rule of Court 3.769.

Therefore, for the foregoing reasons, Plaintiff respectfully requests that the Court preliminarily approve the proposed Settlement, provisionally certify the Settlement Class, and enter the Proposed Order Granting Preliminary Approval of Class Action Settlement submitted concurrently herewith.

Dated: September 10, 2021

Respectfully submitted,
LIDMAN LAW, APC

By: _____
Scott M. Lidman
Attorney for Plaintiff
JOSE LUIS TOPETE PEREZ