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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN BERNARDINO**

HUGO TRONCOSO, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

ARANDA TOOLING, INC., a California
corporation; and DOES 1 through 100,

Defendants.

Case No. CIVDS2014042

*[Assigned for all purposes to the Hon. David Cohn,
Dept. S-26]*

**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**

[Filed concurrently with:

- *Compendium of Declarations Filed
Concurrently with Plaintiff's Motion for Final
Approval of Class Action Settlement*
- *[Proposed] Order Granting Final Approval of
Class Action Settlement, Class Representative's
Service Award, and Attorneys' Fees and Costs*
- *[Proposed] Final Judgment*
- *Proof of Service]*

Date: March 14, 2022

Time: 10:00 a.m.

Dept.: S-26

Action Filed: July 9, 2020

Trial Date: None

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

2 PLEASE TAKE NOTICE that pursuant to Rule 3.769 of the California Rules of Court, on March
3 14, 2022 at 10:00 a.m. in Department SSC-26 of the above-entitled Court, located at 247 West Third
4 Street, San Bernardino, California 92415, Plaintiff Hugo Troncoso ("Plaintiff"), individually and on
5 behalf of a class of similarly situated individuals, will and hereby does move this Court for:

- 6 1. Confirming the certification of the Settlement Class for settlement purposes under Section 382
7 of the California Code of Civil Procedure;
- 8 2. Confirming the appointment of Plaintiff Hugo Troncoso as Class Representative for settlement
9 purposes;
- 10 3. Confirming the appointment of Scott M. Lidman, Elizabeth Nguyen, and Milan Moore of
11 Lidman Law, APC, and Paul Haines of Haines Law Group, APC, as Class Counsel for
12 settlement purposes;
- 13 4. Granting final approval of the Stipulation of Settlement ("Settlement");
- 14 5. Approving an award of \$180,000.00 in attorneys' fees to Class Counsel;
- 15 6. Approving an award of \$31,976.85 in costs to Class Counsel;
- 16 7. Approving an award of \$10,500.00 in costs to Phoenix Settlement Administrators ("Phoenix")
17 for its settlement administration services;
- 18 8. Approving a service award of \$5,000.00 to Plaintiff Hugo Troncoso for his services as Class
19 Representative;
- 20 9. Approving an award of \$22,500.00 to the Labor & Workforce Development Agency
21 ("LWDA"); and
- 22 10. Entering final judgment in the form of the [Proposed] Order of Final Approval of Class Action
23 Settlement and Final Judgment filed concurrently herewith.

24 This Motion is based on this notice of motion, the attached memorandum of points and authorities
25 attached hereto, the declarations of Scott M. Lidman, Elizabeth Nguyen, Paul K. Haines, Milan Moore,
26 and Taylor Mitzner of Phoenix Settlement Administrators, and the exhibits attached thereto¹, the
27

28 ¹ The declarations in support of this Motion are being submitted as part of the Compendium of Declarations Filed
Concurrently with Plaintiff's Motion for Final Approval of Class Action Settlement.

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

3 Dated: February 17, 2022

Respectfully submitted,
LIDMAN LAW, APC

5 By:



Elizabeth Nguyen
Attorney for Plaintiff
HUGO TRONCOSO

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1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. INTRODUCTION**

3 Plaintiff Hugo Troncoso (“Plaintiff”) submits this memorandum of points and authorities in
4 support of his motion for final approval of the class action settlement (the “Settlement”) with Defendant
5 Aranda Tooling Inc. (hereinafter “Aranda” or “Defendant”). The Settlement Class is defined as: “all
6 current and former non-exempt, hourly employees who have worked for Defendant Aranda Tooling, Inc.
7 in California at any time between April 6, 2016 and November 17, 2021.”

8 In this non-reversionary Settlement, the average settlement payment to each Settlement Class
9 Member is approximately \$672.67. This is a favorable resolution of the highly disputed wage and hour
10 claims in this case and the significant litigation risks that Plaintiff faced. Since this Court granted
11 preliminary approval on November 17, 2021, nothing has changed to impact the propriety, fairness,
12 adequacy and reasonableness of the Settlement. After receiving notice of the Settlement and of their
13 projected Settlement payments, only one (1) has opted-out and no one has submitted a written objection
14 to the Settlement. There are 421 Settlement Class Members and 249 PAGA Employees. There were
15 45,187.71 total cumulative workweeks worked by the Settlement Class Members and 19,998 total
16 cumulative workweeks or pay periods (as the employees were paid on a weekly basis) worked by the
17 PAGA Employees.

18 As explained below, the Court should grant Plaintiff’s motion in its entirety because: (1) the Class
19 continues to meet the requirements for class certification for settlement purposes under Code of Civil
20 Procedure section 382; (2) the Settlement warrants final approval because it is a fair, adequate, and
21 reasonable compromise of the disputed claims in this case; and (3) the amounts requested for Class
22 Counsel’s attorneys’ fees and costs, Plaintiff’s Class Service Award, payment to the Labor Workforce
23 Development Agency (“LWDA”), and settlement administration costs are all fair, adequate, and
24 reasonable. For these reasons, Plaintiff respectfully requests that this Court enter the [Proposed] Order
25 of Final Approval of Class Action Settlement and Final Judgment submitted concurrently herewith.

26 **II. FACTUAL AND PROCEDURAL BACKGROUND**

27 On July 9, 2020, Plaintiff filed a putative class action complaint against Aranda in San
28

Bernardino County Superior Court. *See* Declaration of Elizabeth Nguyen² (“Nguyen Decl.”), ¶ 10. On September 14, 2021, Plaintiff filed a First Amended Class and Representative Action Complaint. Plaintiff’s primary allegations are that Aranda: (1) failed to pay all minimum wages owed; (2) failed to pay all overtime wages owed; (3) failed to provide all legally required meal periods; (4) failed to authorize and permit all legally required rest periods; (5) failed to provide accurate, itemized wage statements; (6) engaged in unlawful business practices; and (7) 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 Defendant’s alleged failure to pay for all time worked and failure to provide Settlement Class Members all legally compliant duty-free meal and rest periods. Nguyen Decl., ¶¶ 11-20. Specifically, Plaintiff alleges that he and Settlement Class members were not fully compensated for all minimum wages and overtime wages for their time worked. *Id.* at ¶ 11. Plaintiff alleges Aranda would keep track of Settlement Class members’ time worked and would unlawfully shave Settlement Class members’ work time and/or round Settlement Class members’ work time such that Settlement Class members would not be fully paid all wages they were rightfully owed. This time shaving/rounding practice utilized by Aranda was not-even handed over time and would round and/or shave in Aranda’s favor such that Settlement Class members were routinely underpaid for their time worked, including minimum wages. Further, Settlement Class members often worked over eight hours in a day and/or 40 hours in a week, and Aranda’s policy and practice of failing to compensate them for all hours worked also deprived them of all overtime wages owed. An analysis of the time records produced by Aranda show that Aranda’s rounding practices ended on approximately July 30, 2020. *Id.*

Plaintiff alleges that he and Settlement Class members were not provided all legally required meal periods due to Defendants’ meal period policies and practices. Nguyen Decl., ¶ 13. Specifically, Aranda used a bell to signify the start and stop of a meal period and required Settlement Class members to be at their work stations ready to resume work by the time the bell signifying the end of a meal period rang,

² The declarations in support of this Motion are being submitted as part of the Compendium of Declarations Filed Concurrently with Plaintiff’s Motion for Final Approval of Class Action Settlement.

1 which resulted in meal periods of less than 30 minutes in violation of California law. Aranda's policies
2 and practices of time auto-deducting for alleged meal periods and/or using bell schedules resulted not
3 only in the failure to provide lawful meal periods, but also in the failure to pay Settlement Class members
4 were for all wages earned, including minimum and overtime wages. *Id.*

5 Plaintiff alleges that he and Settlement Class members were also not authorized and permitted to
6 take all required rest periods due to Aranda's rest period policies and practices that fail to authorize and
7 permit all rest periods for every four hours worked, *or major fraction thereof*. Nguyen Decl., ¶ 15.
8 Specifically, Aranda used a bell to signify the start and stop of a rest period and required employees to
9 be at their work stations ready to resume work by the time the bell signifying the end of a rest period
10 rang, which resulted in short rest periods. In addition, Plaintiff alleges that Aranda's rest period policy
11 as written in its Employee Handbook prohibited employees from leaving the work premises during rest
12 periods. *Id.* By prohibiting its non-exempt employees from leaving the work premises during rest
13 periods, Plaintiff alleges Aranda fails to relinquish control in violation of California law and resulted in
14 at least one rest period violation on every shift in excess of 3.5 hours. *Id.* Therefore, Defendants' rest
15 period policies and practices fail to authorize and permit paid net 10-minute rest periods for every four
16 hours worked, *or major fraction thereof*. *Id.*

17 As a result of the alleged unpaid wages and unpaid meal period and rest period premium wages
18 described above, Plaintiff alleges that Defendants issued inaccurate wage statements in violation of Labor
19 Code § 226, and is thus liable for civil penalties under the Labor Code Private Attorney General Act
20 ("PAGA"). Nguyen Decl., ¶¶ 17-20.

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

23 **B. Mediation and Settlement**

24 After agreeing to participate in early mediation, Defendant informally produced time records and
25 payroll data for the approximately 30% of the putative class, as well as its wage and hour policies and
26 other relevant documents and information relevant to the claims alleged in advance of mediation. Nguyen
27 Decl., ¶ 22. Plaintiff engaged an expert, who holds a Ph.D. in economics, to analyze the payroll and time
28 punch data. After the detailed review of the payroll and time records and other documents and policies

1 produced by Defendants, Class Counsel drew on their extensive experience in similar cases to assess the
2 strengths and weaknesses of Plaintiff's case. *Id.* This discovery allowed the parties to assess the merits
3 and value of Plaintiff's claims and Aranda's defenses thereto, if a settlement could not be reached. *Id.*

4 On March 15, 2021, after extensive research and analysis, a mediation was held with Tripper
5 Ortman, a well-respected wage and hour class action mediator. Nguyen Decl., ¶ 23. During mediation,
6 the parties vigorously debated their opposing legal positions, the likelihood of certification of Plaintiff's
7 claims, and the legal basis for the claims and defenses. *Id.*

8 The Parties did not reach a settlement at mediation but continued settlement negotiations with the
9 assistance of the mediator. In addition, the Parties agreed to engage the Honorable United States
10 Bankruptcy Court Judge Mitchel Goldberg (Ret.) to assist the Parties with regard to an independent
11 analysis of Aranda's financial condition. Ultimately, with the assistance of both the mediator and Judge
12 Goldberg, the parties agreed in principle on a class-wide resolution. *Id.* In the weeks that followed, the
13 parties finalized the terms of the Stipulation of Settlement ("Settlement"). *Id.*

14 **C. Preliminary Approval of Settlement**

15 Plaintiff submitted the Stipulation of Settlement to the Court with his Motion for Preliminary
16 Approval on October 8, 2021. Nguyen Decl., ¶ 24.

17 The Declaration of the Honorable Mitchel R. Goldberg (Ret.) attesting to his review of
18 Defendant's financial information and his objective financial condition analysis was also filed on October
19 8, 2021.

20 A fully executed copy of the Settlement was filed on October 20, 2021 as an Exhibit to the
21 Supplemental Declaration of Elizabeth Nguyen in Support of Motion for Preliminary Approval of Class
22 Action Settlement.

23 On November 17, 2021, the Court issued an Order Granting Preliminary Approval of the
24 Settlement. *Id.*; Exh. A.

25 Plaintiff submitted the Settlement and Court's Order Granting Preliminary Approval of the
26 Settlement to the LWDA via the LWDA's website on October 8, 2021 and February 11, 2022
27 respectively. *See* Nguyen Decl., ¶ 38; Exhs. D-E. Plaintiff will also provide the LWDA with a copy of
28 the instant motion for final approval and supporting documents after the instant motion is filed and will

1 file a supplemental proof of service prior to the hearing. Nguyen Decl., ¶ 40.

2 On December 21, 2021, the Settlement Administrator mailed the Court-approved Notice Packet
3 (which is comprised of the Notice of Pendency of Class Action and Proposed Settlement and Notice of
4 Individual Settlement Award) in English and Spanish to the 421³ Settlement Class Members, who had
5 until February 4, 2022 to submit disputes, objections, and/or requests for exclusion. *See* Declaration of
6 Taylor Mitzner of Phoenix Settlement Administrators (“Mitzner Decl.”), ¶ 8. As of the date of this filing,
7 there have been **no objections**, **no disputes**, and **one (1) opt-out** received. *Id.* at ¶¶ 13-15. Plaintiff
8 now respectfully submits the Settlement for this Court’s final approval.

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

10 **A. Settlement Class Definition**

11 The Settlement Class encompasses “all current and former non-exempt, hourly employees who
12 have worked for Defendant Aranda Tooling, Inc. in California at any time between April 6, 2016 and
13 November 17, 2021.” Nguyen Decl., ¶ 25.

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

15 The Settlement provides for Defendants to pay a Gross Settlement Amount of Five Hundred Forty
16 Thousand Dollars and Zero Cents (\$540,000.00). Mitzner Decl., ¶ 16. The Net Settlement Amount is
17 the amount remaining from the Gross Settlement Amount after deducting requested attorneys’ fees
18 (\$180,000.00) and verified costs (\$31,976.85), proposed Class Representative Service Award to Plaintiff
19 (\$5,000.00), Settlement Administration costs (\$10,500.00), and PAGA payment (\$30,000.00). *Id.* Based
20 on these requested amounts, the Net Settlement Amount is calculated to be approximately **\$282,523.15**.
21 *Id.*

22
23
24 ³ In support of preliminary approval, Plaintiff estimated there were 452 putative class members and approximately 48,797
25 workweeks at issue. After the Court entered an order granting preliminary approval, Defendant provided sufficient information
26 and data for the class members to the Settlement Administrator for the Settlement Administrator to determine the number of
27 Settlement Class Members and total workweeks worked by the Settlement Class Members. The Settlement Administrator
28 advised there are 421 Settlement Class Members and approximately 45,187 workweeks worked by the Settlement Class
Members based on the data Defendant provided and therefore these figures are more accurate. The settlement remains fair,
reasonable, and adequate because there are slightly less class members and less workweeks than estimated by Plaintiff in his
motion for preliminary approval, meaning the estimated recovery for each Settlement Class Members is higher than the amount
estimated in Plaintiff’s motion for preliminary approval. This would result in a higher “per workweek” recovery and remains
fair, reasonable, and adequate.

1 From the Net Settlement Amount, the Settlement Administrator will calculate each Settlement
2 Class member's Settlement Award based on the following formula:

3 The Net Settlement Amount, not including the PAGA Amount payable to Settlement Class
4 Members as described above, shall be allocated to Settlement Class Members who worked during the Class
5 Period, as follows: each participating Settlement Class Member shall receive a proportionate settlement
6 share based upon the number of workweeks worked during the Class Period, the numerator of which is the
7 Settlement Class Member's total workweeks worked during the Class Period, and the denominator of which
8 is the total workweeks worked by all Settlement Class Members who worked during the Class Period.
9 Settlement, ¶ 5.B.i.

10 Additionally, Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) of the Gross
11 Settlement Amount has been designated as the "PAGA Amount" to be paid to the PAGA Allegedly
12 Aggrieved Employees. PAGA Allegedly Aggrieved Employees is defined as "All current and former
13 non-exempt, hourly, employees of Defendant Aranda Tooling, Inc. who worked in California at any time
14 between April 6, 2019 and November 17, 2021." Settlement, ¶ 2.⁴ The "PAGA Period" is defined as
15 between "April 6, 2019 and November 17, 2021." Each PAGA Employee shall receive a portion of the
16 PAGA Amount proportionate to the number of workweeks that he or she worked during the PAGA Period,
17 which will be calculated by multiplying the PAGA Amount by a fraction, the numerator of which is the
18 PAGA Employee's number of workweeks worked during this time period, and the denominator of which
19 is the total number of workweeks worked by all PAGA Employees. Settlement, ¶¶ 2 & 5.B.ii.

20 Payments to Class Members will be classified as 67% as penalties and interest to be reported on
21 a 1099 form, and 33% as wages. See Settlement, ¶ 5.D. The one employee who submitted a timely
22 request for exclusion will receive his portion of the PAGA payment, which will be 100% 1099.

23 Defendant will pay the employer's share of payroll taxes separately from, and in addition to, the
24 Gross Settlement Amount. See Settlement ¶ 4.E.; Mitzner Decl., ¶ 18.

25
26
27
28 ⁴ For brevity's sake, the use of PAGA Employees herein shall have the same definition as "PAGA Allegedly Aggrieved Employees".

1 **C. Summary of Notice Process**

2 **1. *Mailing of Notice Packets***

3 On December 6, 2021, Aranda provided Phoenix with data files with the following information:
4 the names, last known addresses, phone numbers, social security numbers, positions held, the dates of
5 employment and the number of workweeks worked by each Settlement Class member while employed
6 during the Class Period. Mitzner Decl., ¶ 6. After performing address updates and verifications, Phoenix
7 mailed the Notice of Pendency of Class Action and Proposed Settlement and Notice of Individual
8 Settlement Award, hereinafter referred to as (“Notice Packet”) to the 421 Settlement Class Members on
9 September 9, 2021 in English and Spanish. *Id.* at ¶¶ 7-8. Following the initial mailing, 25 Notice Packets
10 were returned to Phoenix by the Post Office. *Id.* at ¶ 9. After Phoenix performed a Skip Trace, 23 Notice
11 Packets were re-mailed. *Id.* at ¶ 11. As of the date of filing this final approval motion, 2 Notice Packets
12 remains undeliverable because no forwarding address was provided and/or no new address could be
13 located through Skip Trace. *Id.* at ¶ 12.

14 The deadline for Settlement Class Members to submit objections, requests for exclusion, or
15 disputes was February 4, 2022. Mitzner Decl., ¶ 8. As of the date of this filing, there were no objections,
16 no disputes, and only one (1) opt-out. *Id.* at ¶¶ 13-15. Accordingly, as of the date of this Motion, the
17 participation rate amongst the Settlement Class Members is 99.76% and the average estimated payment
18 is \$672.67, with the highest estimated payment to a Settlement Class Member being \$1,831.90, the
19 lowest estimated payment to a Settlement Class Member being \$1.79, and the median amount being
20 \$526.53. *Id.* at ¶¶ 13 & 19. The total cumulative workweeks worked by the Settlement Class Members
21 is 45,187.81. *Id.* at 19.

22 There are 249 PAGA Employees. The total cumulative workweeks or pay periods (as the
23 employees were paid on a weekly basis) worked by the PAGA Employees is 19,998. The average PAGA
24 Payment to a PAGA Employee is \$30.12. *Id.* at 17.

25 **D. Timing of Payments**

26 Aranda will deposit with the Settlement Administrator for the benefit of the participating
27 Settlement Class members, as follows: i) the first payment of \$180,000.00 is due within fourteen (14)
28 calendar days of the date the Court enters an Order granting preliminary approval; ii) the balance of

\$360,000.00 shall be payable in eight (8) equal quarterly installments of \$45,000.00, with the first quarterly installment due within ninety (90) calendar days of Defendant's first payment of \$180,000.00, and each of the remaining seven (7) quarterly installments due within ninety (90) calendar days of the prior installment payment made by Defendant. The Settlement Administrator shall hold all portions of the Gross Settlement Amount for the benefit of the Settlement Class until the time for disbursement after the Gross Settlement Amount has been fully funded. *See* Settlement, ¶ 4.B

To date, Aranda has made the first payment in the amount of \$180,000. The second payment is due on March 1, 2022 and the last payment is due by August 23, 2023. *Mitzner Decl.*, ¶ 20.

After disbursement, Settlement Class Members will have 180 days to cash their checks. *See* Settlement ¶¶ 5.E. Funds remaining unclaimed will be distributed to the California State Controller's Office – Unclaimed Property Fund in the name of the Settlement Class Member. *Id.*; *Nguyen Decl.*, ¶ 26.

E. Notice of Judgment

As stated on the Notice of Pendency to Class Action and Proposed Settlement mailed to class members, the final judgment entered by the Court and any changes to the Final Approval hearing date or location will be posted on the Settlement Administrator's website at <http://www.phoenixclassaction.com/troncoso-v-aranda-tooling>. *See* *Mitzner Decl.*, Exh A.; *Nguyen Decl.*, ¶ 39.

IV. ARGUMENT

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

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

Here, this Court found that the Class meets all the requirements for class certification for settlement purposes when it granted preliminary approval of the Settlement on November 17, 2021. *See*

1 Nguyen Decl., ¶ 24; Exh. A. After the Court entered an order granting preliminary approval, no events
2 have occurred to cast doubt on the propriety of this determination. In fact, the reaction of the Settlement
3 Class Members thus far to the Settlement has been strongly in support of the Settlement. No Settlement
4 Class Members have objected to any portion of the Settlement and only one (1) Settlement Class Member
5 has elected to opt-out of the Settlement. *See* Mitzner Decl., ¶¶ 13-15. This Court should therefore confirm
6 its conditional certification of the Settlement Class.

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

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

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

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

[T]he strength of plaintiffs' case, the risk, expense, complexity and likely duration of
further litigation, the risk of maintaining class action status through trial, the amount
offered in settlement, the extent of discovery completed and the stage of the

proceedings, the experience and views of counsel, the presence of a governmental participant, and the reaction of the class members to the proposed settlement.

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

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

As detailed in Plaintiff’s Preliminary Approval Motion, there is significant risk of non-certification and/or not prevailing on the merits with respect to each of Plaintiff’s claims. For example, with respect to Plaintiff’s unlawful rounding claims, Aranda contends that it compensated Settlement Class members for all of their time worked. Nguyen Decl., ¶ 12. Aranda contends its rounding practices are not unlawful and nevertheless ceased on or about July 30, 2020. *Id.* Further, Aranda contends that any unpaid time was *de minimis* and therefore non-compensable. *Id.* Aranda further asserts that Plaintiff would be unable to certify any rounding or off-the-clock class given the individualized inquiries that would be required. *Id.*

As for Plaintiff’s meal period claims, Aranda counters that Plaintiff’s exposure analysis on this claim is overreaching because it has always provided non-exempt employees with an opportunity to take legally compliant meal periods, and Aranda, therefore, lawfully automatically deducted 30 minutes for meal periods because the non-exempt employees were indeed provided a 30-minute meal period each shift. Nguyen Decl., ¶ 14. Aranda also contends that any non-compliant meal periods reflected in

1 employee timekeeping records during the time period for which employees recorded meal periods were
2 solely the result of employee choice, rather than any policy or practice of Aranda. Aranda contends the
3 plant shuts down for 30-minute meal periods and that when the plant shuts down an employer is not
4 required to record the start and stop times of meal periods. Aranda further contends that its policies
5 required the Settlement Class members to record their start and stop time for meal periods beginning on
6 or about March 11, 2019. Aranda points out that under *Brinker Restaurant Corp. v. Superior Court* (2012)
7 53 Cal. 4th 1004, it is only required to “provide” the opportunity to take meal periods, not “ensure” meal
8 periods are taken, and that they have always done so. *Brinker, supra*, 53 Cal.4th at 1038 (rejecting
9 “ensure” standard). Finally, Aranda contends Plaintiff’s meal period claim is not suited for class
10 certification, since individual inquiries would be required to assess which employees took non-compliant
11 meal periods, how many meal periods were non-compliant or missed, and the reasons why a particular
12 employee took a non-compliant meal period or missed a meal period during a particular shift. *Id.*

13 As for Plaintiff’s rest period claims, Aranda contends it has always maintained and enforced lawful
14 rest period policies and practices, and that Settlement Class Members were authorized and permitted to
15 take all off-duty rest periods in compliance with California law. Nguyen Decl., ¶ 16. Aranda also contends
16 the plant shuts down for rest periods and Settlement Class members are unable to work when the plant is
17 shut down. *Id.* Further, Aranda argues that Plaintiff’s rest period claim is inherently unsuited for class
18 treatment as it requires an individualized inquiry into whether each Settlement Class Member was in fact
19 authorized and permitted to take a compliant rest period, which would devolve into an unmanageable
20 series of mini-trials. *Id.*

21 As for Plaintiff’s claim for wage statement penalties, Aranda argues that meal and rest period
22 claims cannot support a claim for wage statement penalties after *Naranjo v. Spectrum Security Services,*
23 *Inc.* (2019) 40 Cal. App. 5th 444, review granted and *Kirby v. Immoos Fire Protection, Inc.* (2012) 53
24 Cal.4th 1244 (*see, e.g., Jones v. Spherion Staffing*, No. LA-CV-11-06462-JAK(JCx) (C.D. Cal. 2012)
25 2012 WL 3264081 at **8-9). Aranda further argues that its alleged wage statement violations could not
26 be shown to be “knowing and intentional,” and that Plaintiff cannot show that he or any other employee
27 “suffer[ed] injury” as a result of the alleged wage statement violations, as required by Lab. Code § 226(e)
28 for imposition of penalties. Nguyen Decl., ¶ 18.

1 Lastly, since Plaintiff's PAGA claim is a derivative claim based on the underlying claims, Aranda
2 argues that Plaintiff's PAGA claim will fail for the same reasons that his underlying claims will fail.
3 Nguyen Decl., ¶ 20. Aranda also maintain that, given its good faith defenses, this Court would exercise
4 its discretion to substantially reduce any PAGA penalties if it were to find Aranda liable for any of
5 Plaintiff's claims. *Id.*

6 These considerations, not only bore heavily on the negotiations leading to the Settlement, but also
7 confirm that the Settlement is fair, adequate, and reasonable compromise in view of the risks of further
8 litigation. Nguyen Decl., ¶ 21. As detailed in the Preliminary Approval Motion, Plaintiff carefully vetted
9 the claims at issue and conducted a detailed liability analysis of class-wide data to calculate the damages
10 figures. Thus, while these risks are far from exhaustive, they demonstrate that the Settlement is fair,
11 adequate, and reasonable in view of them.

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 during the Class Period. *See* Settlement, ¶ 5.B. This method of
17 distribution compensates Settlement Class Members based on the estimated extent of their injuries, as
18 Settlement Class Members who worked more workweeks, would have been subject to more of the alleged
19 wage and hour violations than those who worked fewer weeks. Thus, the formula for compensating
20 Settlement Class Members is fair, adequate, and reasonable, as it is tethered to the damages and penalties
21 that could be recovered by them.

22 **3. The 99.76% Participation Rate and Absence of Any Objections Further**
23 **Confirms That the Settlement is Fair, Adequate, and Reasonable**

24 Class members' response to a settlement is relevant in evaluating whether it merits final approval.
25 *Dunk, supra*, 48 Cal.App.4th at 1801. The lack of objections and requests for exclusion supports a
26 fairness presumption. *See 7-Eleven Owners for Fair Franchising v. Southland Corp.* (2000) 85
27 Cal.App.4th 1135, 1152-53 (finding 9 objections and 80 opt-outs from a class of 5,454 showed a
28 "particularly impressive" favorable response from class members). Here, as of the filing of this Motion,
not a single Settlement Class Member has objected to the Settlement and only one (1) Settlement Class
Member has elected to opt-out of the Settlement. In addition, only 2 of the 421 Notice Packets were

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

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

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

12 Plaintiff has provided written approval of the split of attorneys' fees in this action. Nguyen Decl.,
13 ¶ 36.

14 The California Supreme Court confirmed in *Laffitte v. Robert Half Int'l, Inc.*, 1 Cal.5th 480, 506
15 (2016), that “[t]he percentage of fund method survives in California class action cases.” Specifically, the
16 *Laffitte* Court held:

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

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

1 and it encourages early settlement, which avoids protracted litigation.”); *In re Rite Aid Corp. Securities*
2 *Litigation*, 396 F.3d 294, 300 (3rd Cir. 2005) (“The percentage-of-recovery method is generally favored
3 in common fund cases because it allows courts to award fees from the fund ‘in a manner that rewards
4 counsel for success and penalizes it for failure.”) (citation omitted).

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

13 Here, Class Counsel’s fee request of \$180,000.00 (one-third of the Gross Settlement Amount) is
14 fair and reasonable based on a percentage of the recovery confirmed with a lodestar cross-check. First,
15 “regardless of whether the percentage method or the lodestar method is used, fee awards in class actions
16 average around one-third of the recovery.” *Chavez v. Netflix, Inc.*, 162 Cal.App.4th 43, 66, n.11 (2008);
17 *see also, e.g., Cicero v. DirectTV, Inc.*, No. EDCV 07-1182, 2010 WL 2991486 at * 7 (C.D. Cal. July 27,
18 2010) (observing that “30-50% [is] commonly awarded in cases in which the common fund is relatively
19 small” and that in California, “courts usually award attorneys’ fees in the 30-40% range in wage and hour
20 class actions...”); *Williams v. Costco Wholesale Corp.*, No. 02-cv-2003 IEG (AJB), 2010 WL 2721452
21 at * 6 (S.D. Cal. July 7, 2010) (collecting cases where courts awarded between 33.33% and 40% in
22 attorneys’ fees in wage and hour class actions). This is also consistent with Class Counsel’s experience
23 in similar wage and hour class action matters. *See* Nguyen Decl., ¶ 27. Thus, the percentage sought by
24 Class Counsel here (the same percentage sought by class counsel in *Laffitte*) is reasonable.

25 Next, as stated, under the lodestar method the court computes the “lodestar” amount by
26 multiplying the number of hours reasonably expended by each attorney or legal staff member by their
27 reasonable hourly rates. *See, e.g., Serrano v. Priest* 20 Cal.3d 25, 48 (1977). The court then enhances
28 this lodestar figure by a “multiplier” to account for a range of factors, such as the novelty and difficulty

of the case, its contingent nature, and the degree of success achieved. *Id.* at 49; *Ketchum v. Moses*, 24 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*, 1 Cal.5th at 503-05.

In this case, Class Counsel have a lodestar of **\$164,397.50** which results in a multiplier of approximately 1.0949 compared to the \$180,000.00 fee request. *See* Nguyen Decl., ¶ 32. A general 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. Nguyen Decl., ¶ 33, Exh. C. Based on the *Laffey* Matrix, the hourly rate for a 23rd year attorney is \$914, the hourly rate for a 16th year attorney is \$759, the hourly rate for a 6th year attorney is \$465, and the hourly rate for a 2nd year attorney is \$378. *Id.*

Name	Rate	Hours	Pre-Multiplier Lodestar
Scott M. Lidman (23rd Year Attorney)	\$750	69.8	\$52,350
Elizabeth Nguyen (16th Year Attorney)	\$650	90.1	\$58,565
Paul K. Haines (15th Year Attorney)	\$650	18.4	\$11,960
Milan Moore (6th Year Attorney)	\$400	47.8	\$19,120

Romina Tamiry (2nd Year Attorney)	\$295	65.5	\$19,322.50
Paralegals	\$175	17.6	\$3,080
Total Lodestar			\$164,397.50

The fee award requested here is justified because Class Counsel achieved a significant monetary recovery for the Settlement Class in an uncertain and risky case, while bearing the substantial burdens of representation on a contingency basis, and the fees requested are in line with the market rate. *Vizcaino v. Microsoft Corp.*, 290 F.3d 1043, 1048-51 (9th Cir. 2002) (finding that exceptional results in a contingency case, significant risk and the absence of supporting precedents, are proper considerations in awarding attorneys' fees).

First, Class Counsel negotiated a substantial recovery for the Settlement Class, resulting in a current participation rate of 99.76%, and not a single Settlement Class Member has objected to the Settlement or to Class Counsel's requested fees as of the date of this filing. *See* Mitzner Decl., ¶¶ 13-15. Additionally, the *average* settlement payment in this case of approximately **\$672.67** is in line with, and above, settlement payments in similar wage and hour class action settlements. *See, e.g., Sorenson v. PetSmart, Inc.*, Case No. 2:06-CV-02674-JAM-DAD (E.D. Cal. 2008) (wage and hour class action settlement approved where average class member recovery was approximately \$60); *Schiller v. David's Bridal, Inc.*, No. 1:10-cv-00616-AWI-SKO, 2012 WL 2117001, at *18 (E.D. Cal. 2012) (finding that average payment to class members of less than \$200 was a "good" result); *Williams v. Centerplate, Inc.*, Nos. 11-CV-2159-H-KSC, 12-CV-0008-H-KSC, 2013 WL 4525428, at *4 (S.D. Cal. 2013) (granting final approval of class action settlement where average recovery for each class member was approximately \$108). The fact that Class Counsel achieved these results without engaging in a protracted legal battle, in the face of serious defense challenges and an uncertain legal landscape, confirms the strength of the results achieved.

As discussed above, this case presented significant risk as to both class certification and merits considerations. Accordingly, it is fair and reasonable to account for these risks in compensating Class Counsel. Class Counsel should also be compensated for the risks involved in undertaking this litigation and expending considerable effort, all while working on a pure contingency basis. Since undertaking representation of Plaintiff, Class Counsel have borne all the costs of litigation without receiving any compensation for over one year. *Nguyen Decl.*, ¶ 29. During this time, Class Counsel have expended a

1 total of \$31,411.85 in actual costs and have devoted substantial time to this litigation and expect to incur
2 approximately \$565.00 in future costs for filing the instant motion, filing the final declaration regarding
3 distribution of settlement in April of 2024, service and messenger fees, copy costs, postage fees, and/or
4 court costs for future court appearances.⁵ Nguyen Decl., ¶ 29; Exh. B. Class Counsel’s efforts have
5 included conducting pre-filing investigation, analyzing Plaintiff’s claims, conducting legal research,
6 reviewing Aranda’s documents and policies, analyzing Settlement Class Members’ timekeeping data and
7 payroll records, preparing for and attending mediation, negotiating and revising the long-form Settlement
8 Agreement, preparing the Motions for Preliminary and Final Approval, overseeing the settlement
9 administration process, communicating with Settlement Class Members, and otherwise litigating this
10 case. *See* Nguyen Decl., ¶ 28. Moreover, Class Counsel have expended time, effort, and money that they
11 could have expended on less risky cases instead. Given the considerable potential for adverse outcomes
12 in this case, including, but not limited to losing on class certification and/or merits issues, the contingent
13 risk borne by Class Counsel was great. Nguyen Decl., ¶¶ 30-33.

14 Class Counsel’s previous experience in litigating wage and hour class actions also supports the
15 reasonableness of the fee request. Class Counsel are well-versed in plaintiff and defense-side wage and
16 hour class action litigation, with substantial experience litigating claims for meal and rest period
17 violations, and related penalties. *See* Nguyen Decl., ¶¶ 3-8; Declaration of Scott M. Lidman (“Lidman
18 Decl.”), ¶¶ 3-8; Declaration of Paul K. Haines (“Haines Decl.”), ¶¶ 3-8. They have been certified as class
19 counsel in numerous other cases. *Id.* Their experience in similar matters was integral in evaluating the
20 strengths and weaknesses of the case against Defendants and the reasonableness of the Settlement. *See*
21 Nguyen Decl., ¶ 32. Practice in the narrow field of wage and hour litigation requires skill and knowledge
22 concerning the rapidly evolving substantive state and federal law, as well as the procedural law of class
23 action litigation. *Id.* Because it is reasonable to compensate Class Counsel commensurate with their
24 skill, reputation, and experience, a fee award of one-third of the Gross Settlement Amount is reasonable.

25 Other factors also show that the fee amount requested in this case is reasonable under the
26 circumstances. This case involved nuanced legal issues including questions surrounding Defendant’s
27 requirement to “provide” meal periods and “authorize and permit” rest periods, and the propriety of
28

⁵ This includes total costs incurred by both law firms.

1 statutory penalties, to name just a few. Nguyen Decl., ¶¶ 11-20. Thus, Class Counsel’s requested fee
2 award is fair, reasonable, and adequate and should be approved.

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

5 Class Counsel seek to be reimbursed a total of \$31,976.85⁶ in litigation costs. Class Counsel’s
6 request is fair, adequate, and reasonable, as all of these costs are documented and reasonably incurred.
7 See Nguyen Decl., ¶ 29; Exh. B. Moreover, the costs Plaintiff seeks are the types of costs routinely
8 approved by courts. See, e.g., *Harris v. Marhoefer*, 24 F.3d 16, 19 (9th Cir. 1994) (counsel should recover
9 “those out-of-pocket expenses that would normally be charged to a fee paying client”); *Ashker v. Sayre*,
10 No. 05-03759 CW, 2011 WL 825713, at * 3 (N.D. Cal. 2011)(“costs of reproducing pleadings, motions
11 and exhibits are typically billed by attorneys to their fee-paying clients” and are reimbursable); *Trustees*
12 *of Const. Industry & Laborers Health and Welfare Trust v. Redland Ins. Co.*, 460 F.3d 1253, 1258-59
13 (9th Cir. 2006) (legal research costs are reimbursable); *In re Immune Response Securities Litigation*, 497
14 F. Supp. 2d 1166, 1177-78 (S.D. Cal. 2007) (mediation expenses, consultant and expert fees, legal
15 research, copies, postage, filing fees, messenger and overnight delivery costs are reimbursable). Because
16 the expense reimbursements requested by Class Counsel were reasonably incurred, and no Settlement
17 Class Member has objected to them, Plaintiff respectfully requests the Court should grant the request for
18 actual costs incurred.

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

20 Plaintiff also requests that the Court approve \$10,500.00 in administration costs to the Settlement
21 Administrator, Phoenix. As detailed in the declaration of Taylor Mitzner on Behalf of Phoenix submitted
22 herewith, Phoenix performed duties in connection with this Settlement that were integral in effectuating
23 the Settlement and the Notice process. Among other things, Phoenix calculated each Settlement Class
24 Member’s individual settlement payment, updated addresses contained in the class data supplied by
25 Defendant, formatted Notice Packets for mailing, mailed Notice Packets to all 421 Settlement Class
26 Members in English and Spanish, kept the parties informed of any objections or requests for exclusion,

27
28 ⁶ Class Counsel have expended a total of \$31,411.85 in actual costs and anticipates incurring costs in the
amount of \$565.00 for filing fees, service and messenger fees, postage fees, and/or court costs for future court
appearances.

1 and have otherwise administered the Settlement. *See* Mitzner Decl., ¶¶ 2-21. For these reasons, Phoenix’s
2 requested costs are fair, reasonable, and adequate, and should be finally approved.

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

5 Courts routinely approve service payments to compensate named plaintiffs for the services they
6 provide and the risks they incur during class action litigation. *See, e.g., Bell v. Farmers Ins. Exchange*,
7 115 Cal.App.4th 715, 726 (2004) (upholding “service payments” to named plaintiffs for their efforts in
8 bringing the case); *Van Vranken v. Atlantic Richfield Co.*, 901 F. Supp. 294 (N.D. Cal. 1995) (approving
9 \$50,000 service payment). In analyzing the requested service payment, courts consider the following
10 factors: the risk, both financial and otherwise, the class representative faced in bringing the suit; the
11 notoriety and personal difficulties encountered by the class representative; the actions the plaintiff has
12 taken to protect the interests of the class, the degree to which the class has benefitted from those actions,
13 and the amount of time and effort the plaintiff expended in pursuing the litigation. *See Golba v. Dick’s*
14 *Sporting Goods, Inc.* (2015) 238 Cal.App.4th 1251, 1272; *Clark v. Am. Residential Servs. LLC* (2009) 175
15 Cal.App.4th 785, 804.

16 Here, analyzing those factors weigh in favor of approving Plaintiff’s requested service award of
17 \$5,000.00 because request is reasonable given Plaintiff’s efforts in this case and the risks he undertook
18 on behalf of Settlement Class Members. *Nguyen Decl.*, ¶ 37. Plaintiff gathered documents for use in the
19 lawsuit, and worked with Class Counsel on the case, including preparing for mediation and discussing
20 the case, the merits, the defenses, and settlement. *See Nguyen Decl.*, ¶ 37. Plaintiff spent an estimated
21 15 hours on activities related to this case and the class has benefited from Plaintiff’s actions as the average
22 settlement amount is **\$672.67**. Without Plaintiff, the class would not have benefitted from this settlement.

23 Moreover, Plaintiff has agreed to release, in addition to the released claims included within the
24 Settlement, all claims, whether known or unknown, under federal, state, or local law against Aranda and
25 the Released Parties. Plaintiff’s release includes unknown claims, and that he is, as a result, waiving all
26 rights and benefits afforded by Section 1542 of the California Civil Code. *See Settlement*, ¶ 3.D.

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

1 should be finally approved.

2
3 **V. CONCLUSION**

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

7
8 Dated: February 17, 2022

Respectfully submitted,
LIDMAN LAW, APC

9
10 By: 
11 Elizabeth Nguyen
12 Attorney for Plaintiff
13 HUGO TRONCOSO
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