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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN BERNARDINO

VICENTE GONZALEZ, as an individual and
on behalf of all others similarly situated,

Plaintiff,

vs.

NORCO PLASTICS, INC., a California
corporation; BEYOND STAFFING
SOLUTIONS, INC., a California corporation;
MOONSTONE PEO, INC., a Texas corporation;
and DOES 1 through 100, inclusive,

Defendants.

Case No. CIVSB2026519

*[Assigned for all purposes to the Hon. Jessica
Morgan, 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**

Date: November 15, 2023

Time: 9:00 a.m.

Dept.: S-26

Action Filed: August 7, 2020

Trial Date: None

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

PLEASE TAKE NOTICE that pursuant to Rule 3.769 of the California Rules of Court, on November 15, 2023 at 9:00 a.m. in Department S-26 of the above-entitled Court, located at 247 West Third Street, San Bernardino, California 92415, Plaintiff Sadamatsu Vicente Gonzalez (“Plaintiff”), the surviving father and legal successor-in-interest to deceased Plaintiff Vicente Gonzalez, individually and on behalf of a class of similarly situated individuals, will and hereby does move this Court for:

1. Confirming the certification of the Settlement Class for settlement purposes under Section 382 of the California Code of Civil Procedure;
2. Confirming the appointment of Plaintiff Sadamatsu Vicente Gonzalez as Class Representative for settlement purposes;
3. Confirming the appointment of Scott M. Lidman, Elizabeth Nguyen, and Milan Moore of Lidman Law, APC, and Paul Haines of Haines Law Group, APC, as Class Counsel for settlement purposes;
4. Granting final approval of the Amended Stipulation of Class Action and PAGA Settlement (herein “Settlement”);
5. Approving an award of \$140,000.00 in attorneys’ fees to Class Counsel;
6. Approving an award of \$16,711.20 in costs to Class Counsel;
7. Approving an award of \$6,800.00 in costs to Simpluris, Inc. for its settlement administration services;
8. Approving an incentive payment of \$5,000.00 to Plaintiff Sadamatsu Vicente Gonzalez for his services as Class Representative;
9. Approving an award of \$15,000.00 to the Labor & Workforce Development Agency (“LWDA”); and
10. Entering final judgment in the form of the [Proposed] Order of Final Approval of Class Action Settlement and Final Judgment filed concurrently herewith.

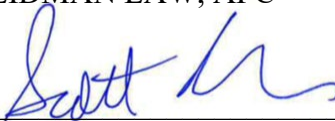
This Motion is based on this notice of motion, the attached memorandum of points and authorities attached hereto, the declarations of Scott M. Lidman, Elizabeth Nguyen, Paul K. Haines, Milan Moore,

1 deceased Plaintiff Vicente Gonzalez,¹ Gillian McCreedy of Simpluris, Inc., Defendant Norco Plastics,
2 and Margarita Faundez of Chino Valley Champion and the exhibits attached thereto, the pleadings and
3 other papers filed in this action, and on any further oral or documentary evidence or argument presented
4 at the time of hearing.

5
6 Dated: October 23, 2023

Respectfully submitted,
LIDMAN LAW, APC

7
8 By:



9 Scott M. Lidman
10 Attorney for Plaintiff
11 SADAMATSU VICENTE GONZALEZ,
12 Successor-in-interest for deceased Plaintiff
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28 ¹ The declaration of Plaintiff Angel Medina was originally filed with this Court on August 17, 2022 in connection with the Motion for Preliminary Approval. For the convenience of the Court, Plaintiff has re-filed his declaration with the instant Motion.

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1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. INTRODUCTION**

3 Plaintiff Sadamatsu Vicente Gonzalez (hereinafter, “Plaintiff”) submits this memorandum of
4 points and authorities in support of his motion for final approval of the class action settlement (the
5 “Settlement”) with Defendant Norco Plastics, Inc. (hereinafter “Norco” or “Defendant”). The Settlement
6 Class is defined as: all current and former non-exempt, hourly employees who worked for Defendant
7 Norco Plastics, Inc. (including any and all individuals who: (i) worked for Defendant Norco Plastics, Inc.
8 directly, or (ii) worked for and/or provided services for Defendant Norco Plastics, Inc. through a staffing
9 agency) in California at any time from August 7, 2016 through August 6, 2022.

10 In this non-reversionary Settlement, the total settlement class is 294 that worked a total of 13,776.5
11 workweeks and the average settlement payment to each of the Settlement Class Member is approximately
12 \$804.38. Further, there are 96 PAGA Employees with 6,997.28 total workweeks and the average
13 individual PAGA Amount is \$52.08. This is a favorable resolution of the highly disputed wage and hour
14 claims in this case and the significant litigation risks that Plaintiff faced.

15 Since this Court granted preliminary approval on June 22, 2023, nothing has changed to impact
16 the propriety, fairness, adequacy and reasonableness of the Settlement. In addition, after receiving notice
17 of the Settlement, no individual has opted-out and no one has raised or submitted an objection to the
18 Settlement.

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

27 **II. FACTUAL AND PROCEDURAL BACKGROUND**

28 On August 7, 2020, Plaintiff Vicente Gonzalez, now deceased, (“deceased Plaintiff Gonzalez”)

1 filed a class action Complaint against Defendant in Los Angeles County Superior Court, in the matter
2 entitled *Vicente Gonzalez v. Norco Plastics, Inc., a California corporation; Beyond Staffing Solutions,*
3 *Inc., a California corporation; Moonstone PEO, Inc., a Texas corporation; and Does 1 through 100,*
4 *inclusive*, Case No. 20STCV30269 alleging class action claims against Defendant and defendants
5 Beyond Staffing Solutions, Inc. (“Beyond”) and Moonstone PEO, Inc. (“Moonstone”). *See* Declaration
6 of Scott M. Lidman (“Lidman Decl.”), ¶ 10. On December 3, 2020, pursuant to a stipulation between
7 the Parties, the Los Angeles County Superior Court transferred the Action to San Bernardino County
8 Superior Court, bearing Case No. CIVSB2026519. *Id.* After having exhausted his administrative
9 remedies with the California Labor & Workforce Development Agency (“LWDA”) by way of a letter
10 submitted to the LWDA on September 28, 2020, on December 28, 2020, deceased Plaintiff Gonzalez
11 filed a First Amended Complaint (“FAC”) against Defendant, Beyond and Moonstone, which added a
12 PAGA claim. *Id.*

13 On April 30, 2021, pursuant to a request by deceased Plaintiff Gonzalez and after proper service
14 of the FAC on Moonstone, the San Bernardino County Superior Court entered a default against
15 Moonstone. *Id.*

16 On June 11, 2021, pursuant to a request by deceased Plaintiff Gonzalez and after proper service of
17 the FAC on Beyond, the San Bernardino County Superior Court entered a default against Beyond. *Id.*

18 On July 21, 2021, Norco filed an Answer to deceased Plaintiff Gonzalez’s FAC, and also filed a
19 Cross-Complaint in the Action against Beyond and Moonstone. *Id.* Norco’s Cross-Complaint asserts
20 claims against Beyond and Moonstone for: (i) express indemnity against Beyond; (ii) breach of contract
21 against Beyond; (iii) breach of duty to defend against Beyond; (iv) implied indemnity against Beyond and
22 Moonstone; and (v) contribution against Beyond and Moonstone; (vi) declaratory relief against Beyond
23 and Moonstone. *Id.* Defendant contends in its cross-complaint that to the extent there is any liability
24 (which Defendant denies), it is the responsibility in whole or in part of cross-defendants Beyond and
25 Moonstone. Moreover, the time for Beyond and Moonstone to respond to the cross-complaint has lapsed
26 and defaults have been requested by Defendant against these cross-defendants to the cross-complaint. *Id.*

27 On February 3, 2022, deceased Plaintiff Gonzalez submitted a supplemental letter to the LWDA
28 asserting a claim against Defendant based on the failure to provide meal periods. *Id.*

1 Subsequently, after the Parties reached the instant settlement and executed the relevant and
2 operative settlement agreement prior to preliminary approval, on, January 26, 2023, deceased Plaintiff
3 Gonzalez passed away. Therefore, on April 26, 2023, pursuant to the Parties' joint request, the Court
4 ordered that the surviving father and legal successor-in-interest to deceased Plaintiff Gonzalez, Sadamatsu
5 Vicente Gonzalez, be permitted to substitute in as the named plaintiff and proposed class representative
6 in the present action so that the action may proceed accordingly. *Id.*

7 Therefore, Plaintiff has stepped into the shoes of deceased Plaintiff Gonzalez and the primary
8 claims/allegations are that Norco: (1) failed to pay all minimum wages owed; (2) failed to pay all overtime
9 wages owed; (3) failed to provide all legally required meal periods; (4) failed to authorize and permit all
10 legally required rest periods; (5) failed to provide accurate, itemized wage statements; (6) failed to timely
11 pay all wages upon separation of employment; (7) engaged in unlawful business practices; and (8) is liable
12 for civil penalties under the Labor Code Private Attorneys General Act of 2004 ("PAGA").

13 **A. Plaintiff's Claims**

14 As explained in detail in the Motion for Preliminary Approval, Plaintiff's primary theories of
15 liability are related to Defendant's alleged failure to pay for all time worked and meal and rest period
16 issues. Lidman Decl., ¶¶ 11-24. Deceased Plaintiff Gonzalez alleged that he and Settlement Class
17 members were not fully compensated for all minimum wages and overtime wages for their time worked.
18 *Id.* at ¶ 11. Specifically, as a result of having 3 shifts, deceased Plaintiff Gonzalez alleged that Norco
19 required him and other non-exempt employees to report to work approximately five (5) minutes prior to
20 the start of their scheduled shifts and to continue working after the end of their scheduled shifts. *Id.*
21 Based on his review of the records produced in connection with mediation, deceased Plaintiff Gonzalez
22 alleged that a majority of the start and stop time for each employee appear to be the exact time of their
23 scheduled start and stop time. *Id.*

24 Deceased Plaintiff Gonzalez alleged that he and Settlement Class members were not provided all
25 legally required meal periods due to Norco's meal period policies and practices. Lidman Decl., ¶ 13.
26 Specifically, as a result of the work demands imposed by Defendant and the need to wait in line to clock
27 in and out, deceased Plaintiff Gonzalez alleged that he was often provided with a meal period less than
28 thirty minutes in violation of California law.

1 Deceased Plaintiff Gonzalez alleged that he and Settlement Class members were also not
2 authorized and permitted to take all required rest periods due to Norco's rest period policies and practices
3 that fail to authorize and permit all rest periods for every four hours worked, *or major fraction thereof*.
4 Lidman Decl., ¶ 15. Specifically, deceased Plaintiff Gonzalez alleged that Norco's rest period practice
5 prohibited employees from leaving the work premises during rest periods. *Id.* By prohibiting its non-
6 exempt employees from leaving the work premises during rest periods, deceased Plaintiff Gonzalez
7 alleged Norco fails to relinquish control in violation of California law and resulted in at least one rest
8 period violation on every shift in excess of 3.5 hours. *Id.*

9 Deceased Plaintiff Gonzalez further alleged that Norco issued inaccurate wage statements in
10 violation of Labor Code § 226 because the wage statements failed to include the address of the legal
11 entity that this is the employer and also failed to include any of the deductions or net pay received.
12 Lidman Decl., ¶ 17. Further, deceased Plaintiff Gonzalez alleged that the wages statements were non-
13 compliant as a result of the alleged unpaid minimum wages, overtime wages, and meal and rest period
14 premium wages described above. *Id.* Plaintiff's data analysis reflected that there were approximately
15 2,879 wage statements issued during the relevant time period. *Id.*

16 Deceased Plaintiff Gonzalez alleged that Norco is also liable for waiting time penalties under
17 Labor Code section 203 as a result of its failure to timely pay all wages upon separation. Lidman Decl.,
18 ¶ 19. Based on the data provided by Norco, there were approximately 200 Settlement Class members
19 who have separated their employment with Norco during the relevant time period who could be entitled
20 to waiting time penalties. *Id.*

21 Deceased Plaintiff Gonzalez also sought civil penalties under the PAGA as a result of the
22 foregoing alleged Labor Code violations. Lidman Decl., ¶ 21.

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

26 **B. Mediation and Settlement**

27 After agreeing to participate in early mediation, Norco informally produced time records and
28 payroll data for a sampling of the putative class, as well as its wage and hour policies and other relevant

documents and information relevant to the claims alleged in advance of mediation. Lidman Decl., ¶ 24. After the detailed review of the payroll and time records and other documents and policies produced by Norco, Class Counsel drew on their extensive experience in similar cases to assess the strengths and weaknesses of Plaintiff's case. *Id.* This discovery allowed the parties to assess the merits and value of Plaintiff's claims and Norco's defenses thereto, if a settlement could not be reached. *Id.*

On February 1, 2022, a mediation was held with Steven G. Mehta, a well-respected wage and hour class action mediator. Lidman Decl., ¶ 25. During mediation, the parties vigorously debated their opposing legal positions, the likelihood of certification of Plaintiff's claims, and the legal basis for the claims and defenses. *Id.* Ultimately, the parties agreed in principle on a class-wide resolution. *Id.* As part of the Settlement, the Parties agreed that, subject to Court approval, Plaintiff would file a Second Amended Complaint which adds a claim for failure to provide all legally required meal periods. *Id.* In the weeks that followed, the parties finalized the terms of settlement and executed the Joint Stipulation of Class Action and PAGA Settlement ("Settlement"). *Id.*

Moreover, after executing the Settlement and advising the Court of the potential notice issues (detailed below), Norco and deceased Plaintiff Gonzalez executed an Amended Settlement prior to the death of deceased Plaintiff Gonzalez. *Id.*

C. Preliminary Approval of Settlement

Plaintiff submitted the Amended Stipulation of Class Action and PAGA Settlement to the Court with his Motion for Preliminary Approval on May 9, 2023. Lidman Decl., ¶ 26. On June 22, 2023, the Court signed an Order Granting Preliminary Approval of the Settlement. *Id.*; Exh. A.

Plaintiff submitted the Settlement and the Court's Order Granting Preliminary Approval of the Settlement to the LWDA via the LWDA's website on May 8, 2023 and June 22, 2023, respectively. *See* Lidman Decl., ¶ 42; Exhs. D and E.

Plaintiff will also provide the LWDA with a copy of the instant motion for final approval and supporting documents after the instant motion is filed and will file a supplemental proof of service prior to the hearing. Lidman Decl., ¶ 42.

On August 11, 2023, the Settlement Administrator mailed the Court-approved Notice Packet (which consists of the Notice of Pendency of Class Action and Proposed Settlement and Notice of

Individual Settlement Award) in English and Spanish to the 83 of the 294 Settlement Class Members, who had until October 10, 2023 to submit disputes, objections, and/or requests for exclusion. *See* Declaration of Gillian McCreedy of Simpluris, Inc. (“McCreedy Decl.”), ¶ 8. As of the date of this filing, there have been **no objections**, **no disputes**, and **no opt-outs** received. *Id.* at ¶¶ 13-15.

Additionally, by this Court’s order, notice was provided to the Settlement Class by and through the Advertisement for Chino Champion Newspaper re: Notice of Pendency of Class Action and Proposed Settlement, which ran for eight (8) weekly cycles (once a week for 2 months) in the Chino Champion. A copy of the advertisement was also posted by Defendant at Defendant’s facility located at 14325 Monte Vista Ave, Chino, CA 91710. Declaration of Defendant Norco Plastics, ¶ 2.

Plaintiff now respectfully submits the Settlement for this Court’s final approval.

III. SUMMARY OF THE SETTLEMENT AND NOTICE PROCESS

A. Workweek Count and Settlement Class Definition

After the preliminary approval was granted, the Settlement Administrator advised the total number of workweeks worked is 15,142.57, confirming the escalator clause was triggered. McCreedy Decl., ¶ 19. Defendant selected, at its sole discretion, to cut off the class period. Therefore, the Settlement Class is defined as: current and former non-exempt, hourly employees who worked for Defendant Norco Plastics, Inc. (including any and all individuals who: (i) worked for Defendant Norco Plastics, Inc. directly, or (ii) worked for and/or provided services for Defendant Norco Plastics, Inc. through a staffing agency) in California at any time from August 7, 2016 through August 6, 2022. Lidman Decl., ¶ 27.

B. Monetary Terms of the Settlement

The Settlement provides for Defendant to pay a Gross Settlement Amount of Four Hundred Twenty Thousand Dollars and Zero Cents (\$420,000.00). McCreedy Decl., ¶ 16. The Net Settlement Amount is the amount remaining from the Gross Settlement Amount after deducting requested attorneys’ fees (\$140,000.00) and verified costs (\$16,711.20), proposed Class Representative Service Award to Plaintiff (\$5,000.00), Settlement Administration costs (\$6,800.00), and PAGA payment (\$20,000.00). *Id.* Based on these requested amounts, the Net Settlement Amount is calculated to be approximately **\$231,488.80**. *Id.*

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 shall be allocated to Settlement Class members who
4 worked during the Class Period, as follows: each participating Settlement Class
5 member shall receive a proportionate settlement share based upon the number of
6 workweeks worked as a non-exempt employee during the Class Period, the
7 numerator of which is the Settlement Class member's total workweeks worked as a
8 non-exempt employee during the Class Period, and the denominator of which is the
9 total workweeks worked as non-exempt employees by all Settlement Class members
10 (who do not opt out) who worked during the Class Period.

11 Settlement, ¶ 7.B.i.

12 Additionally, Five Thousand and Zero Cents (\$5,000.00) of the Gross Settlement Amount has been
13 designated as the "PAGA Amount" as described above. Each PAGA Employee shall receive a portion of
14 the PAGA Amount proportionate to the number of workweeks that he or she worked during this PAGA
15 Period which will be calculated by multiplying the PAGA Amount by a fraction, the numerator of which
16 is the PAGA Employee's number of workweeks worked as a non-exempt employee during this time
17 period, and the denominator of which is the total number of workweeks worked by all PAGA Employees.

18 Amended Settlement, ¶ 7.B.ii.

19 For purposes of calculating applicable taxes and withholdings, each Settlement Award shall be
20 allocated as follows: Sixty-Seven percent (67%) as penalties and interest; and Thirty-Three percent
21 (33%) as wages. *See* McCreedy Decl., ¶ 19.

22 **C. Summary of Notice Process**

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

24 On July 26, 2023, Defendant provided Simpluris with data files containing the names, last known
25 addresses, phone numbers, social security numbers, positions held, the number of pay periods worked
26 (or information allowing the Settlement Administrator to calculate same) as a non-exempt employee by
27 each Settlement Class member (for which Defendant had contact information and data) while employed
28 during the Class Period and PAGA Period. McCreedy Decl., ¶ 6. After performing address updates and
verifications, Simpluris mailed the Notice Packet to 83 of the 294 Settlement Class Members on August

1 11, 2023 in English and Spanish. *Id.* at ¶ 8. Following the initial mailing, 5 Notice Packets were returned
2 to Simpluris by the Post Office. *Id.* at ¶ 9. After Simpluris performed a Skip Trace, 4 Notice Packets
3 were re-mailed. *Id.* As of the date of filing this final approval motion, 0 Notice Packets remain
4 undeliverable because no forwarding address was provided and/or no new address could be located
5 through Skip Trace. *Id.*

6 Additionally, as a result of the notice contained in the newspaper advertisement, Simpluris
7 received 0 requests for Notice Packets from Settlement Class Members.

8 The deadline for Settlement Class Members to submit objections, requests for exclusion, or
9 disputes was October 10, 2023. McCreedy Decl., ¶ 8. As of the date of this filing, there were no
10 objections, no disputes, and no opt-outs. *Id.* at ¶¶ 13-15. Accordingly, as of the date of this Motion, the
11 participation rate amongst the Settlement Class Members is 100% and the average estimated payment is
12 \$804.38, with the highest estimated payment to a Settlement Class Member being \$5,372.44, the lowest
13 estimated payment to a Settlement Class Member being \$7.23, and the median amount being is \$50.42.
14 *Id.* at ¶¶ 13-19.

15 **D. Timing of Payments**

16 The Gross Settlement Amount the Gross Settlement Amount shall be deposited by Defendant into
17 a qualified settlement fund set up by the Settlement Administrator for the benefit of participating
18 Settlement Class members and PAGA Employees. Defendant agrees to deposit the Gross Settlement
19 Amount with the Settlement Administrator within thirty (30) calendar days after the “Effective Date”
20 which is defined as the latter of: (a) the Court's final approval of the settlement if no objections by or on
21 behalf of Settlement Class members have been filed; (b) the time for appeal has expired if an objection
22 has been filed and no appeal has been filed or withdrawn; or (c) the final resolution of any appeal that has
23 been filed. Settlement ¶ 6.B.

24 After disbursement, Settlement Class Members will have 180 days to cash their checks. *See*
25 Settlement ¶ 7.F. Any funds payable to Settlement Class members whose checks were not cashed within
26 180 days after mailing will be distributed, subject to the Court’s approval, and consistent with Code of
27 Civil Procedure Section 384 to Inland Counties Legal Services located at 455 N. D Street San Bernardino,
28 CA 92401, as the designated *cy pres*. *Id.*; Lidman Decl., ¶ 28. The Parties have agreed to designate Inland

Counties Legal Services as the *cy pres* recipient as it provides legal services at no cost to individuals with limited incomes, disabilities or are 60 years or older. Further, it is local to Defendant's facility thus providing benefits to the locale around which many of the class members worked and lived. The Parties have also confirmed that they do not have any interest in the proposed *cy pres* recipient.

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 www.simpluris.com. See McCreedy Decl., ¶6, Exh A.

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 June 22, 2023. See Lidman Decl., ¶ 26; Exh. A. After the Court entered an order granting preliminary approval, no events have occurred to cast doubt on the propriety of this determination. In fact, the reaction of the Settlement Class Members thus far to the Settlement has been strongly in support of the Settlement. No Settlement Class Members have objected to any portion of the Settlement and no Settlement Class Member has elected to opt-out of the Settlement. See McCreedy Decl., ¶¶ 13-15. This Court should therefore confirm its conditional certification of the Settlement Class.

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

California courts have a strong policy in favor of settlement. See, e.g., *Stambaugh v. Superior*

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

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

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

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

26 *Id.* These factors require balancing, are non-exhaustive and, as such, trial courts should tailor the factors
27 to each case. *Id.* “In the context of a settlement agreement, the test is not the maximum amount plaintiffs
28 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

1 of avoiding litigation.” *Id.* (quoting *Air Lines Stewards, etc., Local 550 v. American Airlines, Inc.*, 455
2 F.2d 101, 109 (7th Cir. 1972)).

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

8 As detailed in Plaintiff’s Preliminary Approval Motion, there is significant risk of non-certification
9 and/or not prevailing on the merits with respect to each of Plaintiff’s claims. For example, with respect
10 to Plaintiff’s unpaid wages claim, Norco contends that Settlement Class members were employed by
11 staffing agencies and it cannot be held liable as a joint employer. Lidman Decl., ¶ 12. Further, Norco
12 contends that Settlement Class Members were compensated for all of their time worked. *Id.* Further,
13 Norco contends that any unpaid time was *de minimis* and therefore non-compensable. *Id.* Norco further
14 asserts that Plaintiff would be unable to certify any off-the-clock class given the individualized inquiries
15 that would be required. *Id.*

16 As for Plaintiff’s meal period claim, Norco again contends that that Settlement Class members
17 were employed by staffing agencies and it cannot be held liable as a joint employer. Lidman Decl., ¶ 14.
18 It also counters that deceased Plaintiff Gonzalez’s exposure analysis on this claim is overreaching because
19 it has always provided non-exempt employees with an opportunity to take legally compliant meal periods
20 and deceased Plaintiff Gonzalez did not allege a meal period claim in his operative complaint at the time
21 of mediation. *Id.* Norco also contends that any non-compliant meal periods reflected in employee
22 timekeeping records during the time period for which employees recorded meal periods were solely the
23 result of employee choice, rather than any policy or practice of Norco. Norco points out that under *Brinker*
24 *Restaurant Corp. v. Superior Court* (2012) 53 Cal. 4th 1004, it is only required to “provide” the
25 opportunity to take meal periods, not “ensure” meal periods are taken, and that they have always done so.
26 *Brinker, supra*, 53 Cal.4th at 1038 (rejecting “ensure” standard). Finally, Norco contends Plaintiff’s meal
27 period claim is not suited for class certification, since individual inquiries would be required to assess
28 which employees took non-compliant meal periods, how many meal periods were non-compliant or

missed, and the reasons why a particular employee took a non-compliant meal period or missed a meal period during a particular shift. *Id.*

As for Plaintiff's rest period claim, Norco contends that that Settlement Class members were employed by staffing agencies and it cannot be held liable as a joint employer. Lidman Decl., ¶ 16. It also contends it has always maintained and enforced lawful rest period policies and practices, and that Settlement Class Members were authorized and permitted to take all off-duty rest periods in compliance with California law. *Id.* Further, Norco argues that Plaintiff's rest period claim is inherently unsuited for class treatment as it requires an individualized inquiry into whether each Settlement Class Member was in fact authorized and permitted to take a compliant rest period, which would devolve into an unmanageable series of mini-trials. *Id.*

As for Plaintiff's wage statement claim, Norco contends that that Settlement Class members were employed by staffing agencies and it cannot be held liable for wage statements that it did not issue. Lidman Decl., ¶ 18. Norco further argues that its alleged wage statement violations could not be shown to be "knowing and intentional," and that Plaintiff could not show that deceased Plaintiff Gonzalez nor any other employee "suffer[ed] injury" as a result of the alleged wage statement violations, as required by Lab. Code § 226(e) for imposition of penalties. *Id.*

As for Plaintiff's claim for waiting time penalties, Norco asserts it has strong defenses to the waiting time claim because there exist good-faith disputes as to deceased Plaintiff Gonzalez's underlying claims, precluding imposition of penalties. Lidman Decl., ¶ 20. *See also* 8 Cal. Code Regs. § 13520 (a "good faith dispute that any wages are due will preclude imposition of waiting time penalties"); *Kao v. Joy Holiday*, 12 Cal.App.5th 947, 963 (2017) (holding that "good faith dispute" over whether employee was exempt precluded imposition of waiting time penalties over contested wages owed).

As for Plaintiff's claim for PAGA civil penalties, Norco argues that Plaintiff's PAGA claim will fail for the same reasons that his underlying claim will fail. Lidman Decl., ¶ 22; *see Price v. Starbucks Corp.* (2011) 192 Cal.App.4th 1136, 1147 ("Because the underlying causes of action fail, the derivative UCL and PAGA claims also fail."). Norco also maintains that, given its good faith defenses, this Court would exercise its discretion to substantially reduce any PAGA penalties if it were to find Norco liable for Plaintiff's claim, especially given the fact that Norco changed its wage statements and also in

1 consideration that there was no injury since only simple math was required to remedy the missing
2 information. *See* Lab. Code § 2699(e)(2); *Thurman v. Bayshore Transit Mgmt., Inc.* (2012) 203
3 Cal.App.4th 1112, 1135 (affirming reduction of PAGA penalties); *Fleming v. Covidien Inc.* (C.D. Cal.
4 2011) Case No. ED CV10-01487 RGK (OPx), 2011 WL 7563047, at *4 (reducing PAGA penalties from
5 \$2.8 million to \$500,000).

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. Lidman Decl., ¶ 23. 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, ¶ 7.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 100% Participation Rate and Absence of Any Objections Further Confirms**
23 **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 no Settlement Class Member
has elected to opt-out of the Settlement. In addition, none of the 83 Notice Packets mailed were returned

undeliverable. McCreedy Decl., ¶¶ 8-12. The extremely favorable response of the Settlement Class further confirms that the Settlement is fair, adequate, and reasonable.

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

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

Plaintiff has provided written approval of the split of attorneys’ fees in this action. Lidman Decl., ¶ 30.

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

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

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

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 \$140,000.00 (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* Lidman Decl., ¶ 19. 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 **\$156,532.50** which results is a 1.12 multiplier compared to the \$140,000 fee request. *See* Lidman Decl., ¶ 34. 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. Lidman Decl., ¶ 35, Exh. C. Based on the *Laffey* Matrix, the hourly rate for a 25th year attorney is \$997, the hourly rate for a 16th and 17th year attorney is \$829, and the hourly rate for a 7th year attorney is \$508. *Id.*

Name	Rate	Hours	Pre-Multiplier Lodestar
Scott M. Lidman (25th Year Attorney)	\$750	96.1	\$72,075
Elizabeth Nguyen (17th Year Attorney)	\$650	43.3	\$28,145
Paul K. Haines (16th Year Attorney)	\$675	22.4	\$15,120
Milan Moore (7th Year Attorney)	\$450	82.4	\$37,080
Paralegals	\$175	23.5	\$4,112.50
Total Lodestar			\$156,532.50

1
2 The fee award requested here is justified because Class Counsel achieved a significant monetary
3 recovery for the Settlement Class in an uncertain and risky case, while bearing the substantial burdens of
4 representation on a contingency basis, and the fees requested are in line with the market rate. *Vizcaino v.*
5 *Microsoft Corp.*, 290 F.3d 1043, 1048-51 (9th Cir. 2002) (finding that exceptional results in a contingency
6 case, significant risk and the absence of supporting precedents, are proper considerations in awarding
7 attorneys' fees).

8 First, Class Counsel negotiated a substantial recovery for the Settlement Class, resulting in a
9 current participation rate of 100%, and not a single Settlement Class Member has objected to the
10 Settlement or to Class Counsel's requested fees as of the date of this filing. *See* McCreedy Decl., ¶¶ 13-
11 15. Additionally, the *average* settlement payment in this case of approximately \$804.38 is in line with,
12 and above, settlement payments in similar wage and hour class action settlements. *See, e.g., Sorenson v.*
13 *PetSmart, Inc.*, Case No. 2:06-CV-02674-JAM-DAD (E.D. Cal. 2008) (wage and hour class action
14 settlement approved where average class member recovery was approximately \$60); *Schiller v. David's*
15 *Bridal, Inc.*, No. 1:10-cv-00616-AWI-SKO, 2012 WL 2117001, at *18 (E.D. Cal. 2012) (finding that
16 average payment to class members of less than \$200 was a "good" result); *Williams v. Centerplate, Inc.*,
17 Nos. 11-CV-2159-H-KSC, 12-CV-0008-H-KSC, 2013 WL 4525428, at *4 (S.D. Cal. 2013) (granting
18 final approval of class action settlement where average recovery for each class member was
19 approximately \$108). The fact that Class Counsel achieved these results without engaging in a protracted
20 legal battle, in the face of serious defense challenges and an uncertain legal landscape, confirms the
21 strength of the results achieved.

22 As discussed above, this case presented significant risk as to both class certification and merits
23 considerations. Accordingly, it is fair and reasonable to account for these risks in compensating Class
24 Counsel. Class Counsel should also be compensated for the risks involved in undertaking this litigation
25 and expending considerable effort, all while working on a pure contingency basis. Since undertaking
26 representation of Plaintiff, Class Counsel have borne all the costs of litigation without receiving any
27 compensation for over one year. Lidman Decl., ¶ 30. During this time, Class Counsel have expended a
28 total of \$16,261.20 in actual costs and have devoted substantial time to this litigation and expect to incur

1 approximately \$450.00 in future costs for filing the instant motion, filing the final declaration regarding
2 distribution of settlement, service and messenger fees, postage fees, copying at \$0.06/page, and/or court
3 costs for future court appearances.² Lidman Decl., ¶ 31; Exh. B. Class Counsel's efforts have included
4 conducting pre-filing investigation, analyzing Plaintiff's claims, conducting legal research, reviewing
5 Norco's documents and policies, analyzing Settlement Class members' timekeeping data and payroll
6 records, preparing for and attending mediation, negotiating and revising the long-form Settlement,
7 requesting a successor-in-interest, preparing this Motion, and otherwise litigating the case. *See* Lidman
8 Decl., ¶ 30. Moreover, Class Counsel have expended time, effort, and money with amending the
9 settlement, filing a motion for successor-in-interest, supporting Defendant's efforts in retrieving the
10 mailing information for the Settlement Class, and coordinating and monitoring the weekly newspaper
11 advertisement. Further, Class Counsel could have expended on less risky cases instead. Given the
12 considerable potential for adverse outcomes in this case, including, but not limited to losing on class
13 certification and/or merits issues, the contingent risk borne by Class Counsel was great. Lidman Decl.,
14 ¶¶ 30-33.

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

26 Other factors also show that the fee amount requested in this case is reasonable under the
27 circumstances. This case involved nuanced legal issues including questions surrounding the propriety of
28

² This includes total costs incurred by both law firms.

providing meal periods, authorizing rest periods, and statutory penalties. Lidman Decl., ¶¶ 11-15.

Thus, Class Counsel's requested fee award is fair, reasonable, and adequate and should be approved.

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

Class Counsel seek to be reimbursed a total of \$16,711.20³ in litigation costs. Class Counsel's request is fair, adequate, and reasonable, as all of these costs are documented and reasonably incurred. See Lidman Decl., ¶ 31; Exh. B. Moreover, the costs Plaintiff seeks are the types of costs routinely approved by courts. See, e.g., *Harris v. Marhoefer*, 24 F.3d 16, 19 (9th Cir. 1994) (counsel should recover "those out-of-pocket expenses that would normally be charged to a fee paying client"); *Ashker v. Sayre*, No. 05-03759 CW, 2011 WL 825713, at * 3 (N.D. Cal. 2011) ("costs of reproducing pleadings, motions and exhibits are typically billed by attorneys to their fee-paying clients" and are reimbursable); *Trustees of Const. Industry & Laborers Health and Welfare Trust v. Redland Ins. Co.*, 460 F.3d 1253, 1258-59 (9th Cir. 2006) (legal research costs are reimbursable); *In re Immune Response Securities Litigation*, 497 F. Supp. 2d 1166, 1177-78 (S.D. Cal. 2007) (mediation expenses, consultant and expert fees, legal research, copies, postage, filing fees, messenger and overnight delivery costs are reimbursable).

Because the expense reimbursements requested by Class Counsel were reasonably incurred, and no Settlement Class Member has objected to them, Plaintiff respectfully requests the Court should grant the request for actual costs incurred.

E. The Court Should Finally Approve the Requested Administration Costs

Plaintiff also requests that the Court approve \$6,800.00 in administration costs to the Settlement Administrator, Simpluris. As detailed in the declaration of Tanya McCreedy on Behalf of Simpluris submitted herewith, Simpluris performed duties in connection with this Settlement that were integral in effectuating the Settlement and the Notice process. Among other things, Simpluris calculated each Settlement Class Member's individual settlement payment, updated addresses contained in the class data supplied by Defendant, formatted Notice Packets for mailing, mailed Notice Packets to all 83 of the 294 Settlement Class Members in English and Spanish, fielded calls from Settlement Class Members, kept

³ Class Counsel have expended a total of \$16,261.20 in actual costs and anticipates incurring costs in the amount of \$450.00 for filing fees, service and messenger fees, and/or postage fees.

1 the parties informed of any objections or requests for exclusion, and have otherwise administered the
2 Settlement. *See* McCreedy Decl., ¶¶ 2-20.

3 For these reasons, Simpluris’ requested costs are fair, reasonable, and adequate, and should be
4 finally approved.

5 **F. Plaintiff’s Requested Service Award Is Fair, Adequate, and Reasonable in View of**
6 **Plaintiff’s Efforts and the Risks that He Assumed on Behalf of the Class**

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

18 Here, analyzing those factors weigh in favor of approving Plaintiff’s requested service award of
19 \$5,000.00 because request is reasonable given Plaintiff’s efforts in this case and the risks he undertook
20 on behalf of Settlement Class Members. the requested service award is intended to recognize the time
21 and effort that deceased Plaintiff Gonzalez expended on behalf of the Settlement Class prior to his death,
22 including providing substantial factual information and documents to Class Counsel, attending multiple
23 meetings with Class Counsel to discuss the claims and theories at issue in the litigation. Specifically,
24 Plaintiff is the legal successor-in-interest to deceased Plaintiff Gonzalez, substituted into this action as
25 the named plaintiff (with the Court’s permission), understands that as the named plaintiff and proposed
26 class representative going forward, he is stepping into the shoes of his son in order to seek approval of a
27 settlement that benefits the current and former employees of Norco. Moreover, prior to his passing,
28 deceased Plaintiff Gonzalez agreed to a general release of all claims and waiver of Civil Code § 1542.
See Lidman Decl., ¶ 39; Amended Settlement ¶ 9, Gonzalez Decl., ¶ 9. The class has benefited from

1 Plaintiff's actions as the average settlement amount is \$804.38.

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

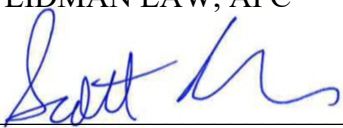
6 **V. CONCLUSION**

7 Lastly, Class Counsel is not aware of any other pending class, representative or other collective
8 action that would be affected by the approval of this settlement. *Lidman Decl.*, ¶ 34.

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

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13 Dated: October 23, 2023

Respectfully submitted,
LIDMAN LAW, APC

14
15 By: 

16 Scott M. Lidman
17 Attorney for Plaintiff
18 SADAMATSU VICENTE GONZALEZ,
19 Successor-in-interest for deceased Plaintiff
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