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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

OSCAR GERARDO, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

STRATASYS DIRECT, INC., a California
corporation; and DOES 1 through 100, inclusive,

Defendants.

Case No. 20STCV44366

*[Assigned for all purposes to the Honorable
William F. Highberger, Dept. SSC-10]*

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

Date: August 10, 2022
Time: 11:00 a.m.
Dept.: SSC-10

Action Filed: November 17, 2020
Trial Date: None Set

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
3 August 10, 2022 at 11:00 a.m. in Department 10 of the above-entitled Court, located at 312 N. Spring
4 Street, Los Angeles, California 90012, Plaintiff Oscar Gerardo (“Plaintiff”), individually and on behalf
5 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
7 382 of the California Code of Civil Procedure;
- 8 2. Confirming the appointment of Plaintiff Oscar Gerardo as Class Representative for
9 settlement 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 Joint Stipulation of Class Action and PAGA Settlement and
14 Release (hereinafter the “Settlement”);
- 15 5. Approving an award of \$371,666.66 in attorneys’ fees to Class Counsel;
- 16 6. Approving an award of \$17,817.59 in costs to Class Counsel;
- 17 7. Approving an award of \$7,000.00 in costs to Phoenix Settlement Administrators for its
18 settlement administration services;
- 19 8. Approving a service award of \$5,000.00 to Plaintiff Oscar Gerardo for his services as Class
20 Representative;
- 21 9. Approving an award of \$75,000.00 to the Labor & Workforce Development Agency
22 (“LWDA”); and
- 23 10. Entering final judgment in the form of the [Proposed] Order Granting Plaintiff’s Motion for
24 Final Approval of Class Action Settlement and Final Judgment filed concurrently herewith.

25 This Motion is made on the following grounds: (1) the Settlement Class continues to meet the
26 requirements for class certification for settlement purposes only under Code of Civil Procedure § 382;
27 (2) Plaintiff and Class Counsel continue to be adequate representatives of the Settlement Class; (3) the
28 Settlement is a fair, adequate, and reasonable compromise of disputed wage and hour claims; (4) the

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

6 This Motion is based on this Notice; the attached Memorandum of Points and Authorities; the
7 supporting declarations of Scott M. Lidman, Elizabeth Nguyen, Milan Moore, Paul K. Haines, Plaintiff
8 Oscar Gerardo¹, Taylor Mitzner of Phoenix Settlement Administrators, and the exhibits attached
9 thereto; the Settlement; all other pleadings and papers on file in this action; and on any further oral or
10 documentary evidence or argument presented at the time of hearing.

11
12 Dated: July 19, 2022

Respectfully submitted,
LIDMAN LAW, APC

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15 By:



16 Scott M. Lidman
17 Attorney for Plaintiff
18 OSCAR GERARDO
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27 ¹ The declaration of Plaintiff Oscar Gerardo was originally filed with this Court on February 17, 2022
28 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 Oscar Gerardo (“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 Stratasys Direct, Inc. (hereinafter “Stratasys” or “Defendant”) on behalf of the Settlement Class defined
6 as: “All current and former non-exempt employees who worked for Defendant Stratasys Direct, Inc. in
7 California at any time from November 17, 2016 through April 14, 2022.” In this non-reversionary
8 Settlement, all participating Settlement Class members will receive **automatic** payments without the need
9 to submit a claim form, resulting in an average settlement payment of approximately \$1,820.52 to each
10 participating Settlement Class member. This is a favorable resolution of the highly disputed wage and
11 hour claims in this case and the significant litigation risks that Plaintiffs faced.

12 Since this Court granted preliminary approval on April 14, 2022, nothing has changed to impact
13 the propriety, fairness, adequacy and reasonableness of the Settlement. In addition, after receiving notice
14 of the Settlement and of their projected Settlement payments, only one Settlement Class member has
15 opted out of the Settlement and not a single Settlement Class member filed an objection to any portion of
16 the Settlement.

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

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

II. FACTUAL AND PROCEDURAL BACKGROUND

On November 17, 2020, Plaintiff filed a putative class action complaint against Stratasys in Los Angeles County Superior Court. *See* Declaration of Scott M. Lidman (“Lidman Decl.”), ¶ 10. On November 17, 2020, Plaintiff submitted a letter to the California Labor & Workforce Development Agency (“LWDA”) and Stratasys of his intention of filing a PAGA claim based on the labor code violations as alleged in his complaint. *Id.* Therefore, on September 29, 2021, after exhausting his administrative remedies, Plaintiff filed a First Amended Class and Representative Action Complaint adding a cause of action for civil penalties under the PAGA. *Id.*

After the Parties agreed to attend a private mediation, they exchanged information and data, and also agreed to expand the scope of the mediation. *Id.* Specifically, the Parties agreed that they would exchange data and mediation additional claims for: (1) failure to authorize and permit all legally required rest periods and (2) failure to timely pay all wages upon termination. *Id.* On February 2, 2022, Plaintiff submitted a supplemental letter to the LWDA and Stratasys of his intention of filing a PAGA claim based on the foregoing additional labor code violations. *Id.* As part of the Settlement, the Parties stipulated to the filing of a Second Amended Complaint (“SAC”) to include causes of action for: (i) failure to authorize and permit rest periods and (ii) failure to pay all wages upon termination. *Id.* The Court approved it on February 16, 2022. After exhausting his administrative remedies, Plaintiff filed the SAC on April 11, 2022. *Id.*

Plaintiff’s primary allegations are that Stratasys: (1) failed to pay all overtime wages owed; (2) failed to pay all minimum wages owed; (3) failed to provide all legally required meal periods; (4) failed to provide accurate, itemized wage statements; (5) engaged in unlawful business practices; (6) liable for civil penalties under the Labor Code Private Attorneys General Act of 2004 (“PAGA”); (7) failed to authorize and permit all legally required rest periods; and (8) failed to timely pay all wages upon termination. *Id.*

A. Plaintiff’s Claims

As explained in detail in the Motion for Preliminary Approval, Plaintiff’s primary theories of liability are related to Stratasys’ alleged failure to pay Settlement Class members for all time worked and its alleged failure provide Settlement Class members all legally compliant duty-free meal and rest periods.

1 Lidman Decl., ¶¶ 16-28. Specifically, Plaintiff alleges that Stratasys failed to compensate Plaintiff and
2 Settlement Class members for all of their time worked. Lidman Decl., ¶ 17. Specifically, Plaintiff alleges
3 Stratasys would keep track of his hours and the hours of the other non-exempt employees, and would
4 unlawfully shave their work time and/or round their work time such that they would not be fully paid for
5 all time worked. *Id.* Plaintiff also alleges that this time shaving and/or rounding practice utilized by
6 Stratasys was not-even handed over time and would almost exclusively round and shave in Stratasys’
7 favor such that the employees were routinely underpaid for their time worked. *Id.*

8 Plaintiff also alleges that he and Settlement Class members were not provided with all legally-
9 compliant first meal periods beginning before the end of the fifth hour of work. Lidman Decl., ¶ 19.
10 Specifically, as a result of the work demands imposed by Stratasys, Plaintiff claims he was often provided
11 with a meal period after his fifth hour of work, or a meal period less than 30 minutes, in violation of
12 California law. *Id.* Indeed, based on the timekeeping data produced in connection with mediation, there
13 appeared to be a 53.19% non-compliance rate- with the majority of the meal periods being short or less
14 than 30 minutes. *Id.*

15 Plaintiff alleges that he and Settlement Class members were also not authorized and permitted to
16 take all required rest periods due to Stratasys’ rest period policies and practices that fail to authorize and
17 permit all rest periods for every four hours worked, *or major fraction thereof*, due to Stratasys’ rest period
18 policies and practices. Lidman Decl., ¶ 21.

19 Plaintiff further alleges that Stratasys issued inaccurate wage statements in violation of Labor
20 Code § 226 as a result of the alleged unpaid minimum wages and overtime wages, and meal and rest
21 period premium wages described above. Lidman Decl., ¶ 23. Specifically, Plaintiff contends that this
22 conduct violated Labor Code § 226(a) because the wage statements issued to Settlement Class Members
23 did not include all hours worked and the rate at which they were being paid. Plaintiff’s data analysis
24 reflected that there were approximately 8,670 wage statements issued during the relevant time period. *Id.*

25 Plaintiff alleges that Stratasys is also liable for waiting time penalties under Labor Code section
26 203 as a result of its failure to timely pay all wages upon separation. Lidman Decl., ¶ 25. Based on the
27 data provided by Stratasys, there were approximately 179 Settlement Class members who have separated
28

1 their employment with Stratasys during the relevant time period who could be entitled to waiting time
2 penalties. *Id.*

3 As a result of the alleged unpaid meal and rest period premium wages described above, Plaintiff
4 alleges that Stratasys issued inaccurate wage statements in violation of Labor Code § 226, failed to pay
5 all wages to Settlement Class members upon their separation of employment, and is thus liable for civil
6 penalties under the Labor Code Private Attorney General Act (“PAGA”). Lidman Decl., ¶¶ 23-27.

7 As explained *infra* and in Plaintiff’s Motion for Preliminary Approval, Stratasys denies Plaintiff’s
8 claims, maintains that it has consistently compensated Settlement Class Members in accordance with all
9 applicable laws, and asserts several affirmative defenses, both on the merits and with respect to class
10 certification.

11 **B. Mediation and Settlement**

12 After agreeing to participate in private mediation, Stratasys informally produced a 15% sampling
13 of timekeeping and payroll data for the putative class members, as well as its wage and hour policies and
14 other relevant documents and information relevant to the claims alleged. Lidman Decl., ¶ 11. Stratasys
15 also provided necessary metrics, including without limitation, class size, number of workweeks and pay
16 periods. *Id.* After the detailed review of the payroll and time records for the putative class and other
17 documents and policies produced by Stratasys, Class Counsel drew on their extensive experience in
18 similar cases to assess the strengths and weaknesses of Plaintiff’s case. *Id.* This discovery allowed the
19 parties to assess the merits and value of Plaintiff’s claims and Stratasys’ defenses thereto, if a settlement
20 could not be reached. *Id.*

21 On October 27, 2021, after extensive research and analysis, a full-day mediation was held with
22 Steven G. Mehta, a well-respected wage and hour class action mediator. Lidman Decl., ¶ 12. During
23 mediation, the parties vigorously debated their opposing legal positions, the likelihood of certification of
24 Plaintiff’s claims, and the legal basis for the claims and defenses. *Id.* Ultimately, the parties agreed in
25 principle on a class-wide resolution. *Id.* As part of the Settlement, the Parties agreed that Plaintiff would
26 file a Second Amended Complaint which adds claims for: (i) failure to authorize and permit all legally
27 required rest periods and (ii) failure to pay all wages upon termination. *Id.* In the weeks that followed, the
28 parties finalized the terms of settlement and executed the Joint Stipulation of Class Action and PAGA

1 Settlement and Release (“Settlement”). *Id.*

2 **C. Preliminary Approval of Settlement**

3 Plaintiff submitted the Settlement to the Court with his Motion for Preliminary Approval on
4 February 17, 2022. Lidman Decl., ¶ 13. Plaintiff also submitted the Settlement to the LWDA. Lidman
5 Decl., ¶ 40, Exh. D.

6 On April 14, 2022, the Court granted preliminary approval of the class action settlement. Lidman
7 Decl., ¶ 13, Exh. A (Order Granting Preliminary Approval). Plaintiff submitted to the LWDA the Order
8 Granting Preliminary Approval on April 15, 2022. Lidman Decl., ¶ 41, Exh. E.

9 On April 14, 2022, the Court-approved Class Notice was sent to 338 Settlement Class members.
10 The Settlement Class members had until July 5, 2022 to submit disputes, objections, and/or requests for
11 exclusion. *See* Declaration of Taylor Mitzner of Phoenix Settlement Administrators (“Mitzner Decl.”), ¶
12 8. As of the date of this filing, there have been **no objections, no disputes** and **only one opt-out.** *Id.*,
13 ¶¶ 8-10. Plaintiff now respectfully submits the Settlement for this Court’s final approval.

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

15 **A. Settlement Class Definition**

16 The Settlement Class approved at the preliminary approval stage encompassed “[a]ll current and
17 former non-exempt employees who worked for Defendant Stratasys Direct, Inc. in California at any time
18 from November 17, 2016 through date of the order granting Preliminary Approval of the Settlement,
19 unless the Escalator Clause is triggered and Defendant elects to end the Class Period on the date at which
20 the number of weeks worked by Class Members reaches 52,726 workweeks.” As of the date of
21 Preliminary Approval on April 14, 2022, the total number of workweeks at issue in the Settlement was
22 49,755.71. Mitzner Decl., ¶ 3. Because the escalator clause was not triggered, the Settlement Class now
23 encompasses: “[a]ll current and former non-exempt employees who worked for Defendant Stratasys
24 Direct, Inc. in California at any time from November 17, 2016 through April 14, 2022.”

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

26 The Settlement requires Stratasys to pay a Settlement Amount (“SA”) of \$1,115,000.00. Mitzner
27 Decl., ¶ 12. The Net Settlement Amount (“NSA”) is the amount remaining from the SA after deducting
28 requested attorneys’ fees (\$371,666.67) and verified costs (\$17,817.59), proposed Class Representative

Enhancement to Plaintiff (\$5,000.00), Settlement Administration costs (\$7,000.00), and PAGA payment to the LWDA and PAGA Employees (\$100,000.00). Based on these requested amounts, the NSA is calculated to be approximately \$613,515.74. Mitzner Decl., ¶ 12; Lidman Decl., ¶ 32, Exh. B.

Each Participating Class Member's Individual Settlement Award shall be calculated solely by the Settlement Administrator as follows:

(1) The Settlement Administrator will calculate the Workweek Value by dividing the Net Settlement Amount by the total number of Workweeks for the entire Settlement Class during the Class Period;

(2) To determine each Class Member's estimated Individual Settlement Award, the Settlement Administrator will multiply the Workweek Value by the number of Workweeks worked by each Class Member. All Class Members will be entitled to payment for at least one Workweek. Settlement, ¶ 53.a.i.1-2.

The Individual Settlement Awards Amount shall be allocated as follows: (1) 33% as wages; and (2) 67% as penalties and interest. Settlement, ¶ 53.a.iii.² The Settlement provides that Stratasys' payroll taxes shall be paid separately from, and in addition to, and the Class Settlement Amount. Settlement ¶ 54. Defendant agrees to deposit it with the Settlement Administrator on the same date the Gross Settlement Amount is due.

C. Summary of Notice Process

1. Mailing of Notice Packets

On May 5, 2022, Stratasys provided Phoenix Settlement Administrators ("PSA") with data files containing following information about each Settlement Class member: (1) name; (2) last known home address; (3) number of workweeks during the Class Period based on dates of employment; and (4) social security number. Mitzner Decl., ¶ 3. After performing address updates and verifications, PSA mailed the Class Notice to the 350 Settlement Class members on May 19, 2022. *Id.*, ¶¶ 4-5. Following the initial mailing, eighteen (18) Class Notices were returned to PSA as undeliverable. *Id.*, ¶ 6. As a result of a skip trace, forwarding address provided by the Post Office, or re-mail requests from Counsel or Class

² Stratasys will pay the employer's share of payroll taxes separately and apart from the Class Settlement Amount. See Settlement, ¶ 53.a.iii; Mitzner Decl., ¶ 15.

Members, eighteen (18) Class Notices were re-mailed. *Id.*, ¶ 6. As of the date of filing this final approval motion, one (1) Class Notice remains undeliverable with no forwarding address, and where no new address could be located through skip trace. *Id.*, ¶ 7.

Settlement Class members had until July 5, 2022 to submit objections, requests for exclusion, or disputes. Mitzner Decl., ¶ 8.

As of the date of this filing, there were no objections, no disputes, and only one Settlement Class member has elected to opt-out of the Settlement. *Id.*, ¶¶ 8-10. Accordingly, as of the date of this Motion, the participation rate amongst the Settlement Class members is 99.70% and the average estimated payment is \$1,820.52, with the highest estimated payment to a Settlement Class member being \$3,477.58. *Id.*, ¶¶ 11-19.

D. Timing of Payments

Within thirty (30) calendar days after the Effective Date³, Defendant shall provide the Gross Settlement Amount to the Settlement Administrator in any feasible manner, including, but not limited to, by way of a wire transfer. *See* Settlement, ¶ 52.

Class Counsel's request for such attorneys' fees and costs shall be subject to approval from the Court. The Court-approved Class Counsel Award shall be paid to Class Counsel from the Gross Settlement Amount and shall be mailed by the Settlement Administrator to Class Counsel on the same date that the Settlement Administrator mails Individual Settlement Award payments to Participating Class Members. Also, within the same time period, the Settlement Administrator shall deduct its Administrative Costs from the Settlement Amount. *See* Settlement, ¶ 53.d.

³ "Effective Date" means the date when all of the following events have occurred: (1) the Stipulation of Settlement has been executed by all Parties, Class Counsel and Defense Counsel; (2) the Court has given preliminary approval to the Stipulation of Settlement; (3) the Notice of Class Action Settlement has been given to the putative members of the Settlement Class, providing them with an opportunity to object to the terms of this Stipulation of Settlement or opt out of the settlement; (4) the Court has held a formal fairness hearing and entered a final Order and Judgment certifying the Settlement Class and approving the Stipulation of Settlement; and (5) sixty-five (65) calendar days have passed since the Court has entered a final Order and Judgment certifying the Settlement Class and approving the Stipulation of Settlement; and (6) in the event there are objections to the Stipulation of Settlement raised prior to or during the final fairness hearing which are not later withdrawn, the later of the following events: five (5) business days after the period for filing any appeal, writ or other appellate proceeding opposing the Court's final Order approving the Stipulation of Settlement has elapsed without any appeal, writ or other appellate proceeding having been filed; or, if any appeal, writ or other appellate proceeding opposing the Court's final Order approving the Stipulation of Settlement has been filed, five (5) business days after any appeal, writ or other appellate proceedings opposing the Stipulation of Settlement has been finally and conclusively dismissed with no right to pursue further remedies or relief.

1 **E. Uncashed Funds**

2 The Settlement provides that Any Individual Settlement Payment check issued by the Settlement
3 Administrator to Participating Class Members will be valid and negotiable for one hundred eighty (180)
4 calendar days from the date it is issued. After the expiration of the 180-day period, the Settlement
5 Administrator will distribute the total amount of any unpaid residue or unclaimed funds to the Controller
6 of the State of California to be held pursuant to the Unclaimed Property Law, California Civil Code
7 section 1500, *et seq.*, in the name of the Participating Class Member to whom the check was issued, until
8 such time that such Participating Class Members claim their property. Settlement ¶ 53.a.iv; Lidman Decl.,
9 ¶ 29.

10 **IV. ARGUMENT**

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

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

20 Here, this Court found that the Settlement Class meets all the requirements for class certification
21 for settlement purposes when it granted preliminary approval of the Settlement on April 14, 2022. *See*
22 *Lidman Decl.*, ¶ 13; Exh. A. Subsequent to the Court's order granting preliminary approval, no events
23 have cast doubt on the propriety of this determination, and in fact, the reaction of the Settlement Class
24 members thus far to the Settlement has been strongly in support of the Settlement, with no Settlement
25 Class members objecting to any portion of the Settlement and only one Settlement Class members electing
26 to opt-out of the Settlement. *See Mitzner Decl.*, ¶¶ 8-10. This Court should therefore confirm its
27 conditional certification of the Settlement Class.

28 //

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

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

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

15 A settlement is presumptively fair where it is reached through arm’s-length bargaining, based on
16 sufficient discovery and investigation to allow counsel and the court to act intelligently, counsel is
17 experienced in similar litigation, and the percentage of objectors to the settlement is small. *Dunk v. Ford*
18 *Motor Co.*, 48 Cal.App.4th 1794, 1802 (1996). In deciding whether to approve a proposed settlement, a
19 trial court has broad powers to determine if the proposed settlement is fair under the circumstances of the
20 case. *Mallick v. Superior Court*, 89 Cal.App.3d 434, 438 (1979). In exercising these powers, the
21 overriding concern is to ensure that a proposed settlement is “fair, adequate, and reasonable.” *Dunk*,
22 *supra*, 48 Cal.App.4th at 1801 (internal quotations omitted). Relevant factors for the Court to consider
23 include, but are not limited to:

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

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

4 “In the context of a settlement agreement, the test is not the maximum amount plaintiffs might
5 have obtained at trial on the complaint, but rather whether the settlement is reasonable under all of the
6 circumstances.” *Wershba v. Apple Computer, Inc.*, 91 Cal.App.4th 224, 250 (2001). Because settlements
7 inherently involve compromise, even settlements providing for substantially narrower relief than likely
8 would be obtained if the suit were successfully litigated can be reasonable because, “the public interest
9 may indeed be served by a voluntary settlement in which each side gives ground in the interest of avoiding
10 litigation.” *Id.* (quoting *Air Lines Stewards, etc., Local 550 v. American Airlines, Inc.*, 455 F.2d 101, 109
11 (7th Cir. 1972)).

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

17 As detailed in Plaintiff’s Motion for Preliminary Approval, there is significant risk of non-
18 certification and/or not prevailing on the merits with respect to each of Plaintiff’s claims. For example,
19 with respect to Plaintiff’s overtime and minimum wage claims, Stratasys contends it properly
20 compensated its employees for all hours worked. Lidman Decl., ¶ 18. Stratasys also contends that its
21 rounding practices were lawful, and any unpaid time was *de minimis* and therefore non-compensable. *Id.*
22 Stratasys further contends that its rounding policy/mechanism was, according to it, neutral on its face and
23 in its application. *Id.*

24 As for Plaintiff’s meal period claim, Stratasys counters that it has always provided non-exempt
25 employees with an opportunity to take legally compliant meal periods, and any non-compliant meal
26 periods reflected in employee timekeeping records were solely the result of employee choice, rather than
27 any policy or practice of Stratasys. Lidman Decl., ¶ 20. Stratasys points out that under *Brinker Restaurant*
28 *Corp. v. Superior Court* (2012) 53 Cal. 4th 1004, it is only required to “provide” the opportunity to take

1 meal periods, not “ensure” meal periods are taken, and that they have always done so. *Brinker, supra*, 53
2 Cal.4th at 1038 (rejecting “ensure” standard). *Id.* Finally, Stratasys contends Plaintiff’s meal period claim
3 is not suited for class certification, since individual inquiries would be required to assess which employees
4 took non-compliant meal periods, how many meal periods were non-compliant or missed, and the reasons
5 why a particular employee took a non-compliant meal period or missed a meal period during a particular
6 shift. *Id.*

7 As for Plaintiff’s rest period claim, Stratasys contends it has always maintained and enforced
8 lawful rest period policies and practices, and that Settlement Class Members were authorized and
9 permitted to take all off-duty rest periods in compliance with California law. Lidman Decl., ¶ 22. Further,
10 Stratasys argues that Plaintiff’s rest period claim is inherently unsuited for class treatment as it requires
11 an individualized inquiry into whether each Settlement Class Member was in fact authorized and
12 permitted to take a compliant rest period, which would devolve into an unmanageable series of mini-
13 trials. *Id.*

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

22 As for Plaintiff’s waiting time penalties, Stratasys asserts it has strong defenses to the waiting
23 time claim because there exist good-faith disputes as to Plaintiff’s underlying claims, precluding
24 imposition of penalties. Lidman Decl., ¶ 26. *See also* 8 Cal. Code Regs. § 13520 (a “good faith dispute
25 that any wages are due will preclude imposition of waiting time penalties”); *Kao v. Joy Holiday*, 12
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27 ⁴ The California Supreme Court issued its decision in *Naranjo v. Spectrum Security Services, Inc.*, No.
28 S258966, on May 23, 2022, after the Parties finalized, and the Court granted preliminary approval of,
the Settlement.

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). *Id.*

Lastly, since Plaintiff’s PAGA claim is a derivative claim based on the underlying claims, Stratasys asserts the PAGA claim would fail with those claims. Lidman Decl., ¶ 28. Stratasys 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 Stratasys liable for any of Plaintiff’s claims. *Id.*

These considerations, not only bore heavily on the negotiations leading to the Settlement, but also confirm that the Settlement is fair, adequate, and reasonable compromise in view of the risks of further litigation. Lidman Decl., ¶ 33-34. As detailed in Plaintiff’s Motion for Preliminary Approval, Plaintiff carefully vetted the claims at issue and conducted a detailed statistical analysis of class-wide data to arrive at the calculated damages figures. Thus, while these risks are far from exhaustive, they demonstrate that the Settlement is fair, adequate, and reasonable in view of them. *Id.*

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

Individual settlement payments will be calculated based on the number of workweeks worked by each Settlement Class member. *See* Settlement ¶ 53.a.i. This method of distribution compensates Settlement Class members based on the estimated extent of their injuries, as Settlement Class members who worked more workweeks, would have been subject to more of the alleged wage and hour violations than those who worked fewer shifts. Thus, the formula for compensating Settlement Class members is fair, adequate, and reasonable, as it is tethered to the damages and penalties that could be recovered by them.

3. The 99.70% Participation Rate Further Confirms that the Settlement is Fair, Adequate, and Reasonable

Class members’ response to a settlement is relevant in evaluating whether it merits final approval. *Dunk, supra*, 48 Cal.App.4th at 1801. The lack of objections and requests for exclusion supports a fairness presumption. *See 7-Eleven Owners for Fair Franchising v. Southland Corp.* (2000) 85 Cal.App.4th 1135, 1152-53 (finding 9 objections and 80 opt-outs from a class of 5,454 showed a

“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, one Settlement Class member has elected to opt-out, and only one (1) of the 338 Class Notices were returned undeliverable. Mitzner Decl., ¶¶ 12-17. 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). 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*

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

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

16 Here, Class Counsel's fee request of \$371,666.67 (one-third of the Settlement Amount) is fair and
17 reasonable based on a percentage of the recovery confirmed with a lodestar cross-check. First, "regardless
18 whether the percentage method or the lodestar method is used, fee awards in class actions average around
19 one-third of the recovery." *Chavez v. Netflix, Inc.*, 162 Cal.App.4th 43, 66, n.11 (2008); *see also, e.g.*,
20 *Cicero v. DirectTV, Inc.*, No. EDCV 07-1182, 2010 WL 2991486 at * 7 (C.D. Cal. July 27, 2010)
21 (observing that "30-50% [is] commonly awarded in cases in which the common fund is relatively small"
22 and that in California, "courts usually award attorneys' fees in the 30-40% range in wage and hour class
23 actions..."); *Williams v. Costco Wholesale Corp.*, No. 02-cv-2003 IEG (AJB), 2010 WL 2721452 at * 6
24 (S.D. Cal. July 7, 2010) (collecting cases where courts awarded between 33.33% and 40% in attorneys'
25 fees in wage and hour class actions). This is also consistent with Class Counsel's experience in similar
26 wage and hour class action matters. *See* Lidman Decl., ¶ 36-37. Thus, the percentage sought by Class
27 Counsel here (the same percentage sought by class counsel in *Laffitte*) is reasonable.

28 Next, as stated, under the lodestar method the court computes the "lodestar" amount by

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

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

20 In this case, Class Counsel have a lodestar of \$199,425 which results in a multiplier of
21 approximately 1.86 compared to the \$371,666.67 fee request. Lidman Decl., ¶ 34. A summary showing
22 the number of hours of work performed by each attorney and paralegals is set forth below. The billing
23 rates used are reasonable especially in light of the hourly rates identified based on years of experience in
24 the *Laffey* Matrix, submitted concurrently herewith. *Id.*, at ¶ 35, Exh. C.

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Name	Rate	Hours	Pre-Multiplier Lodestar
Scott M. Lidman (22nd Year Attorney)	\$750	90.2	\$67,650
Elizabeth Nguyen (15th Year Attorney)	\$650	83	\$53,950
Paul K. Haines (14th Year Attorney)	\$675	54	\$36,450
Milan Moore (5th Year Attorney)	\$450	76	\$34,200
Paralegals	\$175	41	\$7,175
Total Lodestar			\$199,425

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 99.70%, 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., ¶¶ 8-10. Additionally, the *average* settlement payment in this case of approximately \$1,820.52 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 *17 (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

1 legal battle, in the face of serious defense challenges and an uncertain legal landscape confirms the
2 strength of the results achieved.

3 As discussed above, this case presented significant risk as to both class certification and merits
4 considerations. Accordingly, it is fair and reasonable to account for these risks in compensating Class
5 Counsel. Class Counsel should also be compensated for the risks involved in undertaking this litigation
6 and expending considerable effort, all while working on a pure contingency basis. Since undertaking
7 representation of Plaintiff, Class Counsel have borne all the costs of litigation without receiving any
8 compensation for over one year of work. Lidman Decl., ¶ 34. During this time, Class Counsel have
9 expended \$16,817.59, in actual costs, have devoted substantial time to this litigation and expect to incur
10 approximately \$1,000.00 in future costs for filing the instant motion, filing the final declaration regarding
11 distribution of settlement, Case Anywhere fees, service and messenger fees, postage fees, parking,
12 mileage, and/or LACourtConnect costs for future appearances. Lidman Decl., ¶ 35, Exh. B. Class
13 Counsel's efforts have included conducting pre-filing investigation, analyzing Plaintiff's claims,
14 conducting legal research, reviewing Stratasys' documents and policies, analyzing timekeeping data and
15 payroll records, creating a comprehensive damages model, preparing for and attending mediation,
16 negotiating and preparing the long-form Joint Stipulation of Class Action and PAGA Settlement and
17 Release, preparing the Motions for Preliminary and Final Approval, overseeing the settlement
18 administration process, and otherwise litigating this case. *See* Lidman Decl., ¶ 31. Given the considerable
19 potential for adverse outcomes in this case, including, but not limited to losing on class certification and/or
20 merits issues., the contingent risk borne by Class Counsel was great. Lidman Decl., ¶ 34.

21 Class Counsel's previous experience in litigating wage and hour class actions also supports the
22 reasonableness of the fee request. Class Counsel are well-versed in plaintiff and defense-side wage and
23 hour class action litigation, with substantial experience litigating claims for meal and rest period
24 violations, and related penalties. *See* Lidman Decl., ¶¶ 3-8; Declaration Elizabeth Nguyen ("Nguyen
25 Decl."), ¶¶ 3-8; Declaration of Paul K. Haines ("Haines Decl."), ¶¶ 3-8. They have been certified as class
26 counsel in numerous other cases. *Id.* Their experience in similar matters was integral in evaluating the
27 strengths and weaknesses of the case against Stratasys and the reasonableness of the Settlement. *See*
28 Lidman Decl., ¶ 33. Practice in the narrow field of wage and hour litigation requires skill and knowledge

concerning the rapidly evolving substantive state and federal law, as well as the procedural law of class action litigation. *Id.* Because it is reasonable to compensate Class Counsel commensurate with their skill, reputation, and experience, a fee award of one-third of the Class Settlement Amount is reasonable.

Other factors also show that the fee amount requested in this case is reasonable under the circumstances. This case involved nuanced legal issues including questions surrounding Stratasys' obligation to "provide" meal periods and "authorize and permit" rest periods, and the propriety of statutory penalties, to name just a few. Lidman Decl., ¶¶ 17-28. 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 reimbursement of \$17,817.59 (including anticipatory fees and expenses related to the instant motion and other future activity in this case) 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., ¶ 32; 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, Plaintiffs respectfully request the Court should grant the request for actual costs incurred.

E. The Court Should Finally Approve the Requested Administration Costs

Plaintiffs also request that the Court approve \$7,000.00 in administration costs to the Settlement

1 Administrator, Phoenix Settlement Administrators (“PSA”). As detailed in the declaration of Taylor
2 Mitzner on Behalf of PSA submitted herewith, PSA performed duties in connection with this Settlement
3 that were integral in effectuating the Settlement and the Notice process. Among other things, PSA
4 calculated each Settlement Class member’s individual settlement payment, updated addresses contained
5 in the class data supplied by Stratasys, formatted and the Class Notices for mailing, mailed Class Notices
6 to all 338 Settlement Class members in English and Spanish, kept the parties informed of any objections
7 or requests for exclusion, and have otherwise administered the Settlement. *See* Mitzner Decl., ¶¶ 2-16.

8 For these reasons, PSA’s requested costs are fair, reasonable, and adequate, and should be finally
9 approved.

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

13 Courts routinely approve service payments to compensate named plaintiffs for the services they
14 provide and the risks they incur during class action litigation. *See, e.g., Bell v. Farmers Ins. Exchange*,
15 115 Cal.App.4th 715, 726 (2004) (upholding “service payments” to named plaintiffs for their efforts in
16 bringing the case); *Van Vranken v. Atlantic Richfield Co.*, 901 F. Supp. 294 (N.D. Cal. 1995) (approving
17 \$50,000 service payment).

18 Here, Plaintiff seeks a service award of \$5,000.00, and believes this request is reasonable given
19 Plaintiff’s efforts in this case and the risks he undertook on behalf of Settlement Class members. Lidman
20 Decl., ¶ 39; Declaration of Oscar Gerardo (“Gerardo Decl.”), ¶ 7; Plaintiff gathered documents for use in
21 the lawsuit, and attended several meetings with Class Counsel discussing the case, the merits, the
22 defenses, and the overall fairness of the settlement reached. *See* Lidman Decl., ¶ 39; Gerardo Decl., ¶ 8.
23 Moreover, after receiving notice of the proposed Class Representative Service Award for Plaintiff, no
24 Settlement Class member has objected to the proposed award, as of the date of this filing. *See* Mitzner
25 Decl., ¶¶ 8-12. Thus, the enhancement payment to Plaintiff is appropriate and justified as part of the
26 Settlement and should be finally approved.

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1 **V. CONCLUSION**

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

5 Based on the terms of the agreement, Plaintiff proposes the deadline to the Settlement
6 Administrator declaration regarding the disbursement set for November 22, 2023 and the compliance
7 hearing set for November 29, 2023 at 1:30 p.m.

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9 Dated: July 19, 2022

Respectfully submitted,
LIDMAN LAW, APC

10
11 By:



12 Scott M. Lidman
13 Attorney for Plaintiff
14 OSCAR GERARDO
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