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

ANDRÉS PAYAN, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

AIRCRAFT COMPONENT REPAIR, INC. a
California corporation; and DOES 1 through
100, inclusive,

Defendants.

Case No. 21STCV04846

*[Assigned for all purposes to the Hon. David S.
Cunningham, Dept. SSC-11]*

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

Date: September 7, 2022
Time: 9:00 a.m.
Dept.: SSC-11

FAC filed: June 23, 2021
Complaint filed: February 5, 2021

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 September 7, 2022 at 9:00 a.m. in Department SSC-11 of the above-entitled Court, located at 312 N. Spring Street, Los Angeles, California 90012, Plaintiff Andres Payan (“Plaintiff”), individually and on behalf of a class of similarly situated individuals, will and hereby does move this Court for:

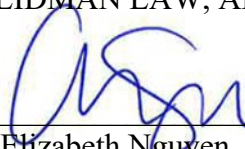
1. Confirming the certification of the Settlement Class for settlement purposes under Section 382 of the California Code of Civil Procedure;
2. Confirming the appointment of Plaintiff Andres Payan as Class Representative for settlement purposes;
3. Confirming the appointment of Scott M. Lidman, Elizabeth Nguyen, and Milan Moore of Lidman Law, APC, and Paul Haines of Haines Law Group, APC, as Class Counsel for settlement purposes;
4. Granting final approval of the Stipulation of Settlement and Addendum to Stipulation of Settlement (collectively herein “Settlement”);
5. Approving an award of \$69,700.00 in attorneys’ fees to Class Counsel;
6. Approving an award of \$11,554.05 in costs to Class Counsel;
7. Approving an award of \$2,940.00 in costs to Simpluris, Inc. for its settlement administration services;
8. Approving an incentive payment of \$5,000.00 to Plaintiff Andres Payan 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 Plaintiff Andres Payan,¹ and Evelin Reyes of Simpluris, Inc., and the exhibits attached thereto, the
2 pleadings and other papers filed in this action, and on any further oral or documentary evidence or
3 argument presented at the time of hearing.

4
5 Dated: August 12, 2022

Respectfully submitted,
LIDMAN LAW, APC

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7 By: 

Elizabeth Nguyen
Attorney for Plaintiff
ANDRES PAYAN

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¹ The declaration of Plaintiff Andres Payan was originally filed with this Court on January 19, 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.

TABLE OF CONTENTS

I.	INTRODUCTION	1
II.	FACTUAL AND PROCEDURAL BACKGROUND	1
	A. Plaintiff's Claims.....	2
	B. Mediation and Settlement.....	3
	C. Preliminary Approval of Settlement.....	3
III.	SUMMARY OF THE SETTLEMENT AND NOTICE PROCESS	4
	A. Settlement Class Definition.....	4
	B. Monetary Terms of the Settlement	5
	C. Summary of Notice Process	5
	1. Mailing of Notice Packets	5
	D. Timing of Payments	6
	E. Notice of Judgment.....	7
IV.	ARGUMENT	7
	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.....	7
	B. This Court Should Finally Approve the Settlement Because it is a Fair, Adequate, and Reasonable Compromise of Disputed Wage and Hour Claims	7
	1. The Settlement was Reached at Arm's Length, Through Experienced Counsel and An Experienced Mediator, and Was Based on Sufficient Information to Intelligently Negotiate a Fair Settlement in Light of the Claims Asserted and Risks of Continued Litigation.....	8
	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	11
	3. The 100% Participation Rate and Absence of Any Objections Further Confirms That the Settlement is Fair, Adequate, and Reasonable	11
	C. The Requested Award of Attorneys' Fees is Reasonable as a Percentage of the Common Fund Confirmed by a Lodestar Cross-Check	11
	D. The Requested Cost Amount Warrants Final Approval as Fair, Adequate, and Reasonable	17
	E. The Court Should Finally Approve the Requested Administration Costs.....	17
	F. Plaintiff's Requested Incentive Payment Is Fair, Adequate, and Reasonable in View of Plaintiff's Efforts and the Risks that He Assumed on Behalf of the Class.....	18
V.	CONCLUSION.....	19

TABLE OF AUTHORITIES

Federal Cases

<i>Air Line Stewards, etc., Local 550 v. American Airlines, Inc.,</i> 455 F.2d 101 (7th Cir. 1972)	9
<i>Ashker v. Sayre,</i> 2011 WL 825713 (N.D. Cal. 2011)	17
<i>Cicero v. DirectTV, Inc.,</i> No. EDCV 07-1182, 2010 WL 2991486 (C.D. Cal. July 27, 2010).....	13
<i>Harris v. Marhoefer,</i> 24 F.3d 16 (9th Cir. 1994)	17
<i>In re Immune Response Securities Litigation,</i> 497 F. Supp. 2d 1166 (S.D. Cal. 2007).....	17
<i>In re Rite Aid Corp. Securities Litigation,</i> 396 F.3d 294 (3d Cir. 2005).....	13
<i>Rawlings v. Prudential-Bache Properties, Inc.,</i> 9 F.3d 513 (6th Cir. 1993)	12
<i>Schiller v. David's Bridal, Inc.,</i> 2012 WL 2117001 (E.D. Cal. 2012).....	15
<i>Sorenson v. PetSmart, Inc.,</i> Case No. 2:06-CV-02674-JAM-DAD (E.D. Cal. Dec. 17, 2008)	15
<i>Trustees of Const. Indust. & Laborers Health & Welfare Trust v. Redland Ins. Co.,</i> 460 F.3d 1253 (9th Cir. 2006)	17
<i>Van Vranken v. Atlantic Richfield Co.,</i> 901 F. Supp. 294 (N.D. Cal. 1995)	18
<i>Vizcaino v. Microsoft Corp.,</i> 290 F.3d 1043 (9th Cir. 2002)	15
<i>Williams v. Centerplate, Inc.,</i> 2013 WL 4525428 (S.D. Cal. 2013).....	15
<i>Williams v. Costco Wholesale Corp.,</i> No. 02-cv-2003 IEG (AJB), 2010 WL 2721452 (S.D. Cal. July 7, 2010).....	13
State Cases	
<i>7-Eleven Owners for Fair Franchising v. Southland Corp.,</i> 85 Cal.App.4th 1135 (2000)	11

1	<i>Bell v. Farmers Ins. Exchange,</i>	
2	115 Cal.App.4th 715 (2004)	18
3	<i>Brinker Restaurant Corp. v. Superior Court,</i>	
4	53 Cal. 4th 1004 (2012)	9
5	<i>Chavez v. Netflix, Inc.,</i>	
6	162 Cal.App.4th 43 (2008)	13
7	<i>City of Oakland v. Oakland Raiders,</i>	
8	203 Cal.App.3d 78 (1988)	14
9	<i>Clark v. Am. Residential Servs. LLC,</i>	
10	175 Cal.App.4th 785 (2009)	18
11	<i>Coalition for L. County Planning etc. Interest v. Bd. of Supervisors,</i>	
12	76 Cal.App.3d 241 (1977)	14
13	<i>Consumer Privacy Cases,</i>	
14	175 Cal.App.4th 545 (2009)	14
15	<i>Dunk v. Ford Motor Co.,</i>	
16	48 Cal.App.4th 1794 (1996)	8, 11
17	<i>Kao v. Joy Holiday,</i>	
18	12 Cal.App.5th 947 (2017)	10
19	<i>Ketchum v. Moses,</i>	
20	24 Cal.4th 1122 (2001)	14
21	<i>Laffitte v. Robert Half Int'l, Inc.,</i>	
22	1 Cal.5th 480 (2016)	12, 13, 14
23	<i>Malibu Outrigger Bd. of Governors v. Superior Court,</i>	
24	103 Cal.App.3d 573 (1980)	8
25	<i>Mallick v. Superior Court,</i>	
26	89 Cal.App.3d 434, 438 (1979)	8
27	<i>Maria P. v. Riles,</i>	
28	43 Cal.3d 1281 (1987)	12
	<i>Naranjo v. Spectrum Security Services, Inc.,</i>	
	40 Cal. App. 5th 444 (2019)	10
	<i>Richmond v. Dart Industries, Inc.</i>	
	29 Cal.3d 462 (1981)	7

1	<i>Serrano v. Priest</i> , 20 Cal.3d 25 (1977)	12, 13
2	<i>Serrano v. Unruh</i> , 32 Cal.3d 621 (1982)	12
4	<i>Stambaugh v. Superior Court</i> , 62 Cal.App.3d 231 (1976)	7
6	<i>Thayer v. Wells Fargo Bank</i> , 92 Cal.App.4th 819 (2001)	14
7		
8	<i>Wershba v. Apple Computer, Inc.</i> , 91 Cal.App.4th 224 (2001)	8, 12
9		
10	<i>Westside Community for Independent Living, Inc. v. Obledo</i> , 33 Cal.3d 348 (1983)	12
11	Statutes	
12	Cal Lab. Code § 218.5	12
13	Cal. Lab. Code § 2699(g).....	12
14	Cal. Civ. Proc. § 382.....	7
15	Cal. Lab. Code § 226(e).....	10, 12
16	Regulations	
17	29 C.F.R. § 778.208.....	9
18	29 C.F.R. § 778.211	9
19	8 Cal. Code Regs. § 13520.....	10
20		
21		
22		
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1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. INTRODUCTION**

3 Plaintiff Andres Payan (“Plaintiff”) submits this memorandum of points and authorities in support
4 of his motion for final approval of the class action settlement (the “Settlement”) with Defendant Aircraft
5 Component Repair, Inc. (hereinafter “ACR” or “Defendant”). The Settlement Class is defined as: “all
6 current and former non-exempt, hourly employees of Defendant Aircraft Component Repair, Inc. who
7 worked at any time in California between February 5, 2017 and April 6, 2022.”

8 In this non-reversionary Settlement, the average settlement payment to each Settlement Class
9 Member is approximately \$2,938.41. This is a favorable resolution of the highly disputed wage and hour
10 claims in this case and the significant litigation risks that Plaintiff faced. Since this Court granted
11 preliminary approval on April 6, 2022, nothing has changed to impact the propriety, fairness, adequacy
12 and reasonableness of the Settlement. In addition, after receiving notice of the Settlement and of their
13 projected Settlement payments, no one has opted-out or submitted a written objection to the Settlement.

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

22 **II. FACTUAL AND PROCEDURAL BACKGROUND**

23 On February 5, 2021, Plaintiff filed a putative class action complaint against ACR in Los Angeles
24 County Superior Court. *See* Declaration of Elizabeth Nguyen (“Nguyen Decl.”), ¶ 10. On February 8,
25 2021, Plaintiff submitted a letter to the California Labor & Workforce Development Agency (“LWDA”)
26 and ACR of his intention of filing a PAGA claim based on the labor code violations as alleged in his
27 complaint. *Id.* Therefore, on June 23, 2021, after exhausting his administrative remedies, Plaintiff filed
28 a First Amended Class Complaint adding a cause of action for civil penalties under the PAGA. In the

1 FAC, Plaintiff alleges that Defendant: (1) failed to pay all overtime wages owed; (2) failed to pay all
2 minimum wages owed; (3) failed to provide all legally required meal periods; (4) failed to authorize and
3 permit all legally required rest periods; (5) failed to pay all final wages upon separation of employment;
4 (6) failed to provide accurate itemized wage statements; (7) engaged in unlawful business practices; and
5 (8) is liable for civil penalties under the PAGA. *Id.*

6 **A. Plaintiff's Claims**

7 As explained in detail in the Motion for Preliminary Approval, Plaintiff's primary theories of
8 liability are related to Defendant's alleged failure to pay for all time worked and failure to provide
9 Settlement Class Members all legally compliant duty-free meal and rest periods. Nguyen Decl., ¶¶ 11-
10 24. Specifically, Plaintiff alleges that he and Settlement Class members were not fully compensated for
11 all of their time worked. *Id.* at ¶ 11. Plaintiff alleges ACR would keep track of his hours and the hours
12 of the other non-exempt employees, and would unlawfully shave their work time and/or round their work
13 time such that they would not be fully paid for all time worked. *Id.* Plaintiff also alleges that this time
14 shaving and/or rounding practice utilized by ACR was not-even handed over time and would almost
15 exclusively round and shave in ACR's favor such that the employees were routinely underpaid for their
16 time worked. *Id.*

17 Plaintiff alleges that ACR failed to include the payment of quarterly production bonuses to
18 Plaintiff and Settlement Class members in the regular rate of pay when overtime was paid, resulting in a
19 systematic underpayment of overtime wages. Nguyen Decl., ¶ 13.

20 Plaintiff alleges that he and Settlement Class members were not provided with all legally-
21 compliant first meal periods beginning before the end of the fifth hour of work. Nguyen Decl., ¶ 15.
22 Specifically, Plaintiff alleges that during the relevant time period, ACR did not record meal periods and
23 would unlawfully deduct thirty (30) minutes of work time for purported meal periods whether they were
24 taken or not, and whether they were less than 30 minutes or not. *Id.* Further, for the 5% of the timekeeping
25 data in which ACR kept track of meal periods, the records showed that in approximately 78% of the
26 meal-enabling shifts, there was either a late, short, or missed meal period. *Id.*

27 Plaintiff alleges that he and Settlement Class members were also not authorized and permitted to
28 take all required rest periods due to ACR's rest period policies and practices that fail to authorize and

1 permit all rest periods for every four hours worked, *or major fraction thereof*. Nguyen Decl., ¶ 17.
2 Specifically, Plaintiff alleges that ACR failed to authorize and permit Plaintiff and other non-exempt
3 employees to take third rest period when they worked shifts in excess of 10.0 hours. *Id.*

4 As a result of the alleged unpaid wages and unpaid meal period and rest period premium wages
5 described above, Plaintiff alleges that Defendant issued inaccurate wage statements in violation of Labor
6 Code § 226, failed to pay all wages to Settlement Class Members upon their separation of employment,
7 and is thus liable for civil penalties under the Labor Code Private Attorney General Act (“PAGA”).
8 Nguyen Decl., ¶¶ 19-24.

9 As explained *infra* and in Plaintiff’s Motion for Preliminary Approval, Defendant denies
10 Plaintiff’s claims and asserts several affirmative defenses, both on the merits and with respect to class
11 certification.

12 **B. Mediation and Settlement**

13 After agreeing to participate in early mediation, ACR informally produced time records and
14 payroll data for each and every putative class member for a randomly selected 18 pay periods during the
15 relevant time period, as well as its wage and hour policies and other relevant documents and information
16 relevant to the claims alleged in advance of mediation. Nguyen Decl., ¶ 26. After the detailed review of
17 the payroll and time records and other documents and policies produced by ACR, Class Counsel drew
18 on their extensive experience in similar cases to assess the strengths and weaknesses of Plaintiff’s case.
19 *Id.* This discovery allowed the parties to assess the merits and value of Plaintiff’s claims and ACR’s
20 defenses thereto, if a settlement could not be reached. *Id.*

21 On October 26, 2021, after extensive research and analysis, a mediation was held with Steven G.
22 Mehta, a well-respected wage and hour class action mediator. Nguyen Decl., ¶ 27. During mediation,
23 the parties vigorously debated their opposing legal positions, the likelihood of certification of Plaintiff’s
24 claims, and the legal basis for the claims and defenses. *Id.* Ultimately, the parties agreed in principle on
25 a class-wide resolution. *Id.* In the weeks that followed, the parties finalized the terms of settlement and
26 executed the Stipulation of Settlement (“Settlement”). *Id.*

27 **C. Preliminary Approval of Settlement**

28 Plaintiff submitted the Stipulation of Settlement to the Court with his Motion for Preliminary

1 Approval on January 19, 2022. Nguyen Decl., ¶ 28. On March 18, 2022, the Court issued its tentative
2 ruling to grant Plaintiff's Motion for Preliminary Approval contingent upon the Parties making certain
3 changes to the Settlement and continued the hearing to April 6, 2022. *Id.* On March 22, 2022, Plaintiff
4 filed the Parties' Addendum to Stipulation of Settlement and his supplemental briefing in support of his
5 Motion for Preliminary Approval addressing the issues identified in the Court's tentative ruling. On
6 April 6, 2022, the Court issued a Minute Order Granting Preliminary Approval of the Settlement. *Id.*;
7 Exh. A. Subsequently, on July 26, 2022, after receiving notification from the Court, Plaintiff filed a
8 Second Amended Order Granting Preliminary Approval that included the itemization of the Gross
9 Settlement Amount. The Court later signed it on July 19, 2022. *Id.*; Exh. B.

10 Plaintiff submitted the Settlement, the Addendum to the Settlement and Second Amended
11 Court's Order Granting Preliminary Approval of the Settlement to the LWDA via the LWDA's website
12 on January 19, 2022, March 22, 2022, and July 26, 2022, respectively. *See* Nguyen Decl., ¶ 42; Exhs.
13 E-G. Plaintiff will also provide the LWDA with a copy of the instant motion for final approval and
14 supporting documents after the instant motion is filed and will file a supplemental proof of service prior
15 to the hearing. Nguyen Decl., ¶ 46.

16 On May 6, 2022, the Settlement Administrator mailed the Court-approved Class Notice (which
17 consists of the Notice of Pendency of Class Action and Proposed Settlement and Notice of Individual
18 Settlement Award) in English and Spanish to the 34 Settlement Class Members, who had until July 5,
19 2022 to submit disputes, objections, and/or requests for exclusion. *See* Declaration of Evelin Reyes of
20 Simpluris, Inc. ("Reyes Decl."), ¶ 8. As of the date of this filing, there have been **no objections**, **no**
21 **disputes**, and **no opt-outs** received. *Id.* at ¶¶ 10-12. Plaintiff now respectfully submits the Settlement
22 for this Court's final approval.

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

24 **A. Settlement Class Definition**

25 The Settlement Class encompasses "all current and former non-exempt, hourly employees of
26 Defendant Aircraft Component Repair, Inc. who worked at any time in California between February 5,
27 2017 and April 6, 2022." Nguyen Decl., ¶ 29.

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

2 The Settlement provides for Defendant to pay a Gross Settlement Amount of Two Hundred Nine
3 Thousand One Hundred Dollars and Zero Cents (\$209,100.00). Reyes Decl., ¶ 14. The Net Settlement
4 Amount is the amount remaining from the Gross Settlement Amount after deducting requested attorneys'
5 fees (\$69,700.00) and verified costs (\$11,554.05), proposed Class Representative Incentive Payment to
6 Plaintiff (\$5,000.00), Settlement Administration costs (\$2,940.00), and PAGA payment (\$20,000.00). *Id.*
7 Based on these requested amounts, the Net Settlement Amount is calculated to be approximately
8 **\$99,905.95**. *Id.*

9 The Settlement Administrator will be responsible for calculating each Settlement Class Member's
10 share of the Net Settlement Amount ("Individual Settlement Share"), as follows: The Net Settlement
11 Amount will be divided by the total number of Workweeks worked by all of the Settlement Class Members
12 to yield a "Class Weekly Rate." Each Settlement Class Member's respective number of Workweeks will
13 be multiplied by the Class Weekly Rate, to yield his or her respective Individual Settlement Share.
14 Settlement, ¶ V.D.4.

15 The Settlement Administrator will also be responsible for calculating each PAGA Employee's
16 share of the PAGA Settlement Amount, as follows: The PAGA Settlement Amount will be divided by
17 the total number of Workweeks worked by all of the PAGA Employees to yield a "PAGA Weekly Rate."
18 Each PAGA Employee's respective number of Workweeks will be multiplied by the PAGA Weekly Rate,
19 to yield his or her respective Individual PAGA amount. Settlement, ¶ V.D.5.

20 For purposes of calculating applicable taxes and withholdings, each Settlement Award shall be
21 allocated as follows: sixty-seven percent (67%) as penalties and interest; and thirty-three percent (33%)
22 as wages. Settlement, ¶ V.D.6.

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

25 **C. Summary of Notice Process**

26 **1. Mailing of Notice Packets**

27 On April 26, 2022, Defendant provided Simpluris with data files containing each Class Member's
28 most recent mailing address and telephone numbers, social security numbers, and pertinent employment

information for each Class Member during the Class Period. The Class List contained data for thirty-four (34) Class Members. Reyes Decl., ¶ 5. After performing address updates and verifications, Simpluris mailed the Class Notice to the 34 Settlement Class Members on May 6, 2022 in English and Spanish. *Id.* at ¶ 8. Following the initial mailing, one (1) Class Notice was returned to Simpluris by the Post Office. *Id.* at ¶ 9. After Simpluris performed a Skip Trace, 0 Class Notices were re-mailed. *Id.* As of the date of filing this final approval motion, one (1) Class Notice remains undeliverable because no forwarding address was provided and/or no new address could be located through Skip Trace. *Id.*

The deadline for Settlement Class Members to submit objections, requests for exclusion, or disputes was July 5, 2022. Reyes Decl., ¶ 8. As of the date of this filing, there were no objections, no disputes, and no opt-outs. *Id.* at ¶¶ 13-15. Accordingly, as of the date of this Motion, the participation rate amongst the Settlement Class Members is 100% and the average estimated payment is \$2,938.41, with the highest estimated payment to a Settlement Class Member being \$6,257.21, the lowest estimated payment to a Settlement Class Member being \$23.26, and the median amount being is \$3,000.67. *Id.* at ¶¶ 13-19.

D. Timing of Payments

Defendant will pay the Gross Settlement Amount within thirty (30) calendar days of the Effective Date.² *See* Settlement, ¶ V.A.5.

After disbursement, Settlement Class Members will have 180 days to cash their checks. *See* Settlement ¶ V.D.8. Funds remaining unclaimed will be distributed to the California State Controller's Office – Unclaimed Property Fund in the name of the Settlement Class Member. *Id.*; Nguyen Decl., ¶ 30.

² “Effective Date” means the date when all of the following events have occurred: the date when all of the following events have occurred: (1) the Stipulation of Settlement has been executed by all Parties, Class Counsel and Defendant’s 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 Approval Order and Judgment certifying the Settlement Class, and approving the Stipulation of Settlement; (5) 65 calendar days have passed since the Court has entered a Final Approval Order and Judgment certifying the Settlement Class, and approving the Stipulation of Settlement; and (6) in the event there are written objections filed prior to the final fairness hearing which are not later withdrawn or denied, the later of the following events: five business days after the period for filing any appeal, writ or other appellate proceeding opposing the Court’s Final Approval Order and Judgment 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 Approval Order and Judgment approving the Stipulation of Settlement has been filed, five 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. Settlement, ¶ I.K

1 **E. Notice of Judgment**

2 As stated on the Notice of Pendency to Class Action and Proposed Settlement mailed to class
3 members, the final judgment entered by the Court and any changes to the Final Approval hearing date or
4 location will be posted on the Settlement Administrator's website at [www.Simpluris.com/Case-](http://www.Simpluris.com/Case-Information)
5 Information. *See* Reyes Decl., Exh A.; Nguyen Decl., ¶ 43.

6 **IV. ARGUMENT**

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

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

16 Here, this Court found that the Class meets all the requirements for class certification for
17 settlement purposes when it granted preliminary approval of the Settlement on April 6, 2022. *See* Nguyen
18 Decl., ¶ 28; Exh. A. After the Court entered an order granting preliminary approval, no events have
19 occurred to cast doubt on the propriety of this determination. In fact, the reaction of the Settlement Class
20 Members thus far to the Settlement has been strongly in support of the Settlement. No Settlement Class
21 Members have objected to any portion of the Settlement and no Settlement Class Member have elected
22 to opt-out of the Settlement. *See* Reyes Decl., ¶¶ 10-12. This Court should therefore confirm its
23 conditional certification of the Settlement Class.

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

26 California courts have a strong policy in favor of settlement. *See, e.g., Stambaugh v. Superior*
27 *Court*, 62 Cal.App.3d 231, 236 (1976). Unlike individual settlements, class action settlements involve a
28 court approval process that exists to prevent fraud, collusion, and unfairness to class members. *Malibu*
Outrigger Bd. of Governors v. Superior Court, 103 Cal.App.3d 573, 578-79 (1980). This approval
process consists of preliminary settlement approval, notice being given to class members, and a final

1 fairness and approval hearing being held, at which class members have the opportunity to be heard with
2 respect to the settlement. *Id.* Now that notice has been provided to the Settlement Class, Plaintiff
3 respectfully requests that the Court finally approve the Settlement as fair, adequate, and reasonable.

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

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

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

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

Here, the Settlement resulted from extensive arm’s length settlement negotiations between
qualified and experienced counsel, with the assistance of a well-respected mediator, and is fair, adequate,

1 and reasonable for all Settlement Class Members. While Plaintiff maintains that his claims are
2 meritorious, Plaintiff acknowledges that his position includes substantial risks and uncertainty, which
3 justifies a downward departure from the maximum exposure that Plaintiff’s calculated each claim carried.

4 As detailed in Plaintiff’s Preliminary Approval Motion, there is significant risk of non-certification
5 and/or not prevailing on the merits with respect to each of Plaintiff’s claims. For example, with respect
6 to Plaintiff’s unlawful rounding claims, ACR contends that it compensated Settlement Class members for
7 all of their time worked. Nguyen Decl., ¶ 12. ACR also contends that its rounding practices were lawful,
8 and any unpaid time was *de minimis* and therefore non-compensable. *Id.* ACR further asserts that Plaintiff
9 would be unable to certify a rounding class given the individualized inquiries that would be required, and
10 also that ACR rounding mechanism was, according to it, allegedly facially neutral. *Id.*

11 As for Plaintiff’s miscalculation of regular rate claim, ACR contends that Settlement Class
12 members received all overtime wages to which they were entitled. Nguyen Decl., ¶ 14. ACR further
13 counters that any bonuses to putative class members during the relevant time period were discretionary
14 and did not need to be included in the regular rate of pay for overtime purposes. *See* 29 C.F.R. §§778.208,
15 778.211 (excluding “discretionary” bonuses from the regular rate); *see also* DLSE Manual § 49.1.2.4(3)
16 (bonuses are discretionary, and therefore excludable, if “both the fact that payment is to be made and the
17 amount of the payment” are discretionary). *Id.*

18 As for Plaintiff’s meal period claims, ACR counters that it has always provided non-exempt
19 employees with an opportunity to take legally compliant meal periods, and any non-compliant meal
20 periods reflected in employee timekeeping records were solely the result of employee choice, rather than
21 any policy or practice of ACR. Nguyen Decl., ¶ 16. ACR points out that under *Brinker Restaurant Corp.*
22 *v. Superior Court* (2012) 53 Cal. 4th 1004, it is only required to “provide” the opportunity to take meal
23 periods, not “ensure” meal periods are taken, and that they have always done so. *Brinker, supra*, 53
24 Cal.4th at 1038 (rejecting “ensure” standard). Finally, ACR contends Plaintiff’s meal period claim is not
25 suited for class certification, since individual inquiries would be required to assess which employees took
26 non-compliant meal periods, how many meal periods were non-compliant or missed, and the reasons why
27 a particular employee took a non-compliant meal period or missed a meal period during a particular shift.
28 *Id.*

1 As for Plaintiff's rest period claims, ACR contends it has always maintained and enforced lawful
2 rest period policies and practices, and that Settlement Class Members were authorized and permitted to
3 take all off-duty rest periods in compliance with California law. Nguyen Decl., ¶ 18. Further, ACR argues
4 that Plaintiff's rest period claim is inherently unsuited for class treatment as it requires an individualized
5 inquiry into whether each Settlement Class Member was in fact authorized and permitted to take a
6 compliant rest period, which would devolve into an unmanageable series of mini-trials. *Id.*

7 As for Plaintiff's claim for wage statement penalties, ACR argues that meal and rest period claims
8 cannot support a claim for wage statement penalties after *Naranjo v. Spectrum Security Services, Inc.*
9 (2019) 40 Cal. App. 5th 444, *review granted*³ and *Kirby v. Immoos Fire Protection, Inc.* (2012) 53 Cal.4th
10 1244 (*see, e.g., Jones v. Spherion Staffing*, No. LA-CV-11-06462-JAK(JCx) (C.D. Cal. 2012) 2012 WL
11 3264081 at **8-9). ACR further argues that its alleged wage statement violations could not be shown to
12 be "knowing and intentional," and that Plaintiff cannot show that he or any other employee "suffer[ed]
13 injury" as a result of the alleged wage statement violations, as required by Lab. Code § 226(e) for
14 imposition of penalties. Nguyen Decl., ¶ 20.

15 As for Plaintiff's claim for waiting time penalties, ACR asserts it has strong defenses to the
16 waiting time claim because there exist good-faith disputes as to Plaintiff's underlying claims, precluding
17 imposition of penalties. Nguyen Decl., ¶ 22. *See also* 8 Cal. Code Regs. § 13520 (a "good faith dispute
18 that any wages are due will preclude imposition of waiting time penalties"); *Kao v. Joy Holiday*, 12
19 Cal.App.5th 947, 963 (2017) (holding that "good faith dispute" over whether employee was exempt
20 precluded imposition of waiting time penalties over contested wages owed). *Id.*

21 Lastly, since Plaintiff's PAGA claim is a derivative claim based on the underlying claims, ACR
22 argues that Plaintiff's PAGA claim will fail for the same reasons that his underlying claims will fail.
23 Nguyen Decl., ¶ 24. ACR also maintains that, given its good faith defenses, this Court would exercise
24 its discretion to substantially reduce any PAGA penalties if it were to find ACR liable for any of Plaintiff's
25 claims. *Id.*

26 These considerations, not only bore heavily on the negotiations leading to the Settlement, but also
27

28 ³ The California Supreme Court issued its decision in *Naranjo v. Spectrum Security Services, Inc.*, No. S258966,
on May 23, 2022, after the Parties settled this matter.

1 confirm that the Settlement is fair, adequate, and reasonable compromise in view of the risks of further
2 litigation. Nguyen Decl., ¶ 25. As detailed in the Preliminary Approval Motion, Plaintiff carefully vetted
3 the claims at issue and conducted a detailed liability analysis of class-wide data to calculate the damages
4 figures. Thus, while these risks are far from exhaustive, they demonstrate that the Settlement is fair,
5 adequate, and reasonable in view of them.

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

9 Individual settlement payments will be calculated based on the number of workweeks worked by
10 each Settlement Class Member during the Class Period. See Settlement, ¶ V.D.4. This method of
11 distribution compensates Settlement Class Members based on the estimated extent of their injuries, as
12 Settlement Class Members who worked more workweeks, would have been subject to more of the alleged
13 wage and hour violations than those who worked fewer weeks. Thus, the formula for compensating
14 Settlement Class Members is fair, adequate, and reasonable, as it is tethered to the damages and penalties
15 that could be recovered by them.

16 **3. *The 100% Participation Rate and Absence of Any Objections Further Confirms***
17 ***That the Settlement is Fair, Adequate, and Reasonable***

18 Class members' response to a settlement is relevant in evaluating whether it merits final approval.
19 *Dunk, supra*, 48 Cal.App.4th at 1801. The lack of objections and requests for exclusion supports a
20 fairness presumption. See *7-Eleven Owners for Fair Franchising v. Southland Corp.* (2000) 85
21 Cal.App.4th 1135, 1152-53 (finding 9 objections and 80 opt-outs from a class of 5,454 showed a
22 "particularly impressive" favorable response from class members). Here, as of the filing of this Motion,
23 not a single Settlement Class Member has objected to the Settlement and no Settlement Class Member
24 have elected to opt-out of the Settlement. In addition, only 1 of the 34 Class Notices was returned
25 undeliverable. Reyes Decl., ¶¶ 8-12. The extremely favorable response of the Settlement Class further
26 confirms that the Settlement is fair, adequate, and reasonable.

27 **C. The Requested Award of Attorneys' Fees is Reasonable as a Percentage of the Common**
28 **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. Nguyen Decl., ¶ 40.

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

Laffitte also held that trial courts have discretion to assess reasonableness of fee awards with tools

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

8 Here, Class Counsel’s fee request of \$69,700.00 (one-third of the Gross Settlement Amount) is
9 fair and reasonable based on a percentage of the recovery confirmed with a lodestar cross-check. First,
10 “regardless of whether the percentage method or the lodestar method is used, fee awards in class actions
11 average around one-third of the recovery.” *Chavez v. Netflix, Inc.*, 162 Cal.App.4th 43, 66, n.11 (2008);
12 *see also, e.g., Cicero v. DirectTV, Inc.*, No. EDCV 07-1182, 2010 WL 2991486 at * 7 (C.D. Cal. July 27,
13 2010) (observing that “30-50% [is] commonly awarded in cases in which the common fund is relatively
14 small” and that in California, “courts usually award attorneys’ fees in the 30-40% range in wage and hour
15 class actions...”); *Williams v. Costco Wholesale Corp.*, No. 02-cv-2003 IEG (AJB), 2010 WL 2721452
16 at * 6 (S.D. Cal. July 7, 2010) (collecting cases where courts awarded between 33.33% and 40% in
17 attorneys’ fees in wage and hour class actions). This is also consistent with Class Counsel’s experience
18 in similar wage and hour class action matters. *See* Nguyen Decl., ¶ 31. Thus, the percentage sought by
19 Class Counsel here (the same percentage sought by class counsel in *Laffitte*) is reasonable.

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

28 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 **\$141,522.50** which about 2.03 times more than the \$69,700 fee request. *See* Nguyen Decl., ¶ 36. A general summary showing the number of hours of work performed by each attorney and paralegals is set forth below. The billing rates used are reasonable especially in light of the hourly rates identified based on years of experience in the *Laffey* Matrix, submitted concurrently herewith. Nguyen Decl., ¶ 37, Exh. D. Based on the *Laffey* Matrix, the hourly rate for a 23rd year attorney is \$914, the hourly rate for a 16th year attorney is \$759, and the hourly rate for a 6th year attorney is \$465. *Id.*

Name	Rate	Hours	Pre-Multiplier Lodestar
Scott M. Lidman (24th Year Attorney)	\$750	41.6	31,200
Elizabeth Nguyen (16th Year Attorney)	\$650	78.8	51,220
Paul K. Haines (15th Year Attorney)	\$675	19.9	14,432.50
Milan Moore (6th Year Attorney)	\$450	92.7	41,715
Paralegals	\$175	22.6	3,995
Total Lodestar			\$141,522.50

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

1 case, significant risk and the absence of supporting precedents, are proper considerations in awarding
2 attorneys' fees).

3 First, Class Counsel negotiated a substantial recovery for the Settlement Class, resulting in a
4 current participation rate of 100%, and not a single Settlement Class Member has objected to the
5 Settlement or to Class Counsel's requested fees as of the date of this filing. *See* Reyes Decl., ¶¶ 13-15.
6 Additionally, the *average* settlement payment in this case of approximately \$2,938.41 is in line with, and
7 above, settlement payments in similar wage and hour class action settlements. *See, e.g., Sorenson v.*
8 *PetSmart, Inc.*, Case No. 2:06-CV-02674-JAM-DAD (E.D. Cal. 2008) (wage and hour class action
9 settlement approved where average class member recovery was approximately \$60); *Schiller v. David's*
10 *Bridal, Inc.*, No. 1:10-cv-00616-AWI-SKO, 2012 WL 2117001, at *18 (E.D. Cal. 2012) (finding that
11 average payment to class members of less than \$200 was a "good" result); *Williams v. Centerplate, Inc.*,
12 Nos. 11-CV-2159-H-KSC, 12-CV-0008-H-KSC, 2013 WL 4525428, at *4 (S.D. Cal. 2013) (granting
13 final approval of class action settlement where average recovery for each class member was
14 approximately \$108). The fact that Class Counsel achieved these results without engaging in a protracted
15 legal battle, in the face of serious defense challenges and an uncertain legal landscape, confirms the
16 strength of the results achieved.

17 As discussed above, this case presented significant risk as to both class certification and merits
18 considerations. Accordingly, it is fair and reasonable to account for these risks in compensating Class
19 Counsel. Class Counsel should also be compensated for the risks involved in undertaking this litigation
20 and expending considerable effort, all while working on a pure contingency basis. Since undertaking
21 representation of Plaintiff, Class Counsel have borne all the costs of litigation without receiving any
22 compensation for over one year. Nguyen Decl., ¶ 33. During this time, Class Counsel have expended a
23 total of \$9,554.05 in actual costs and have devoted substantial time to this litigation and expect to incur
24 approximately \$2,000.00 in future costs for filing the instant motion, filing the final declaration regarding
25 distribution of settlement, Case Anywhere fees for approximately seven quarters following final approval
26 until case closure which alone is estimated to be \$1,806, service and messenger fees, postage fees, and/or
27
28

1 court costs for future court appearances.⁴ Nguyen Decl., ¶ 33; Exh. C. Class Counsel’s efforts have
2 included conducting pre-filing investigation, analyzing Plaintiff’s claims, conducting legal research,
3 reviewing Defendant’s documents and policies, analyzing Settlement Class Members’ timekeeping data
4 and payroll records, preparing for and attending mediation, negotiating and revising the long-form
5 Settlement Agreement, preparing the Addendum to Stipulation of Settlement, preparing the Motions for
6 Preliminary and Final Approval, overseeing the settlement administration process, communicating with
7 Settlement Class Members, and otherwise litigating this case. *See* Nguyen Decl., ¶ 32. Moreover, Class
8 Counsel have expended time, effort, and money that they could have expended on less risky cases instead.
9 Given the considerable potential for adverse outcomes in this case, including, but not limited to losing on
10 class certification and/or merits issues, the contingent risk borne by Class Counsel was great. Nguyen
11 Decl., ¶¶ 32-35.

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

23 Other factors also show that the fee amount requested in this case is reasonable under the
24 circumstances. This case involved nuanced legal issues including questions surrounding Defendant’s
25 requirement to “provide” meal periods and “authorize and permit” rest periods, and the propriety of
26 statutory penalties, to name just a few. Nguyen Decl., ¶¶ 11-24. Thus, Class Counsel’s requested fee
27

28 ⁴ This includes total costs incurred by both law firms.

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 \$11,554.05⁵ in litigation costs. Class Counsel's request is fair, adequate, and reasonable, as all of these costs are documented and reasonably incurred. *See* Nguyen Decl., ¶ 33; Exh. C. 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 \$2,940.00 in administration costs to the Settlement Administrator, Phoenix. As detailed in the declaration of Evelin Reyes on Behalf of Simpluris, Inc. 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 Class Notices for mailing, mailed Class Notices to all 34 Settlement Class Members in English and Spanish, kept the parties informed of any objections or requests for exclusion, and have otherwise administered the Settlement. *See* Reyes Decl., ¶¶ 2-20. For these reasons,

⁵ Class Counsel have expended a total of \$9,554.05 in actual costs and anticipates incurring costs in the amount of \$2,000 for filing fees, Case Anywhere fees for seven quarters, service and messenger fees, postage fees, and/or court costs for future court appearances.

Phoenix's requested costs are fair, reasonable, and adequate, and should be finally approved.

F. Plaintiff's Requested Incentive Payment Is Fair, Adequate, and Reasonable in View of Plaintiff's Efforts and the Risks that He Assumed on Behalf of the Class

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

Here, analyzing those factors weigh in favor of approving Plaintiff's requested service award of \$5,000.00 because request is reasonable given Plaintiff's efforts in this case and the risks he undertook on behalf of Settlement Class Members. Nguyen Decl., ¶ 41; Declaration of Andres Payan ("Payan Decl."), ¶¶ 6-11. Plaintiff gathered documents for use in the lawsuit, and worked with Class Counsel on the case, including preparing for mediation and discussing the case, the merits, the defenses, and settlement. *See* Nguyen Decl., ¶ 41; Payan Decl., ¶¶ 6-10. The class has benefited from Plaintiff's actions as the average settlement amount is \$2,938.41.

Further, Plaintiff understood that the lawsuit is a matter of public record and being part of the lawsuit could stigmatize him and/or affect future employment. Payan Decl., ¶ 8. Plaintiff also understood the risk that he could be liable for Defendant's costs if he lost the case. *Id.* at ¶ 7. Plaintiff accepted these risks and burdens because he wanted Defendants to compensate their current and former employees for unpaid wages. *Id.* at ¶¶ 7-8. Plaintiff estimates he spent over 10 hours on activities related to this case. *Id.* at ¶ 10.

Moreover, Plaintiff has agreed to release, in addition to the released claims included within the Settlement, all claims, whether known or unknown, under federal, state, or local law against Defendants

1 and the Released Parties. Plaintiff's release includes unknown claims, and that he is, as a result, waiving
2 all rights and benefits afforded by Section 1542 of the California Civil Code. *See* Settlement ¶ V.J.5.

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

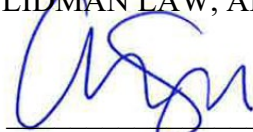
7 **V. CONCLUSION**

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

11
12 Dated: August 12, 2022

Respectfully submitted,
LIDMAN LAW, APC

13
14 By:



Elizabeth Nguyen
Attorney for Plaintiff
ANDRES PAYAN