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

JAIME BARAJAS, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

SCHUMACHER CARGO LOGISTICS, INC., a
California corporation; and DOES 1 through
100, inclusive,

Defendants.

Case No. 21STCV04851

*[Assigned for all purposes to the Honorable
Lawrence P. Riff, Dept. SSC-7]*

**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: March 10, 2023
Time: 10:00 a.m.
Dept.: SSC-7

Action Filed: February 5, 2021
Trial Date: None Set

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 March 10, 2023 at 10:00 a.m. in Department 7 of the above-entitled Court, located at 312 N. Spring Street, Los Angeles, California 90012, Plaintiff Jaime Barajas (“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 Jaime as Class Representative for settlement purposes;
3. Confirming the appointment of Scott M. Lidman, Elizabeth Nguyen, and Milan Moore of Lidman Law, APC and Paul Haines of Haines Law Group, APC, as Class Counsel for settlement purposes;
4. Granting final approval of the Amended Stipulation of Settlement (hereinafter the “Settlement”);
5. Approving an award of \$166,666.67 in attorneys’ fees to Class Counsel;
6. Approving an award of \$13,335.72 in costs to Class Counsel;
7. Approving an award of \$3,500.00 in costs to Simpluris, Inc. for its settlement administration services;
8. Approving a service award of \$5,000.00 to Plaintiff Jaime Barajas 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 Granting Plaintiff’s Motion for Final Approval of Class Action Settlement and Final Judgment filed concurrently herewith.

This Motion is made on the following grounds: (1) the Settlement Class continues to meet the requirements for class certification for settlement purposes only under Code of Civil Procedure § 382; (2) Plaintiff and Class Counsel continue to be adequate representatives of the Settlement Class; (3) the Settlement is a fair, adequate, and reasonable compromise of disputed wage and hour claims; (4) the requested awards of attorneys’ fees and costs, service award, LWDA payment, and settlement

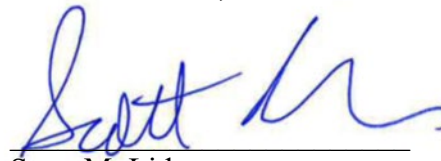
1 administration costs are all fair, adequate, and reasonable; and (5) in light of the foregoing, the [Proposed]
2 Order Granting Plaintiff's Motion for Final Approval of Class Action Settlement and Final Judgment
3 submitted concurrently herewith should be entered so as to give finality to, and allow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

5 This Motion is based on this Notice; the attached Memorandum of Points and Authorities; the
6 supporting declarations of Scott M. Lidman, Elizabeth Nguyen, Milan Moore, Paul K. Haines, Plaintiff
7 Jaime Barajas¹, Stephen Gomez of Simpluris, Inc., and the exhibits attached thereto; the Settlement; all
8 other pleadings and papers on file in this action; and on any further oral or documentary evidence or
9 argument presented at the time of hearing.

10
11 Dated: February 10, 2023

Respectfully submitted,
LIDMAN LAW, APC

12
13 By:



14 Scott M. Lidman
15 Attorney for Plaintiff
16 JAIME BARAJAS
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28 ¹ The declaration of Plaintiff Jaime Barajas was originally filed with this Court 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 Jaime Barajas (“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
5 Schumacher Cargo Logistics, Inc. (hereinafter “Schumacher” or “Defendant”) on behalf of the Settlement
6 Class defined as: “All current and former non-exempt warehouse employees of Defendant Schumacher
7 Cargo Logistics, Inc. who worked for Defendant Schumacher Cargo Logistics, Inc. in California at any
8 time from February 5, 2017 through August 19, 2022.” In this non-reversionary Settlement, all
9 participating Settlement Class members will receive **automatic** payments without the need to submit a
10 claim form, resulting in an average settlement payment of approximately \$4,554.65 to each participating
11 Settlement Class member. This is a favorable resolution of the highly disputed wage and hour claims in
12 this case and the significant litigation risks that Plaintiffs faced.

13 Since this Court granted preliminary approval on August 19, 2022, nothing has changed to impact
14 the propriety, fairness, adequacy and reasonableness of the Settlement. In addition, after receiving notice
15 of the Settlement and of their projected Settlement payments, no Settlement Class member has opted out
16 of the Settlement and not a single Settlement Class member filed an objection to any portion of the
17 Settlement.

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

25 In light of the foregoing, Plaintiff respectfully requests that this Court enter the [Proposed] Order
26 Granting Plaintiff’s Motion for Final Approval of Class Action Settlement and [Proposed] Final Judgment
27 submitted concurrently herewith.
28

II. FACTUAL AND PROCEDURAL BACKGROUND

On February 5, 2021, Plaintiff filed the instant putative class action complaint. *See* Declaration of Scott M. Lidman (“Lidman Decl.”), ¶ 10. Plaintiff submitted a letter to the California Labor & Workforce Development Agency (“LWDA”) and Schumacher of his intention of filing a PAGA claim based on the labor code violations as alleged in his complaint. *Id.* Therefore, on May 7, 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.* To effectuate the terms of the settlement, Plaintiff submitted a supplemental letter to the LWDA on December 23, 2021 to add an underlying labor code violation for failure to provide meal periods. *Id.* Plaintiff also filed a Second Amended Class and Representative Action complaint adding a cause of action for meal period violations. *Id.* Subsequently, on March 7, 2022, pursuant to the Parties’ stipulation and the Court granting leave, Plaintiff filed a Third Amended Class and Representative Action Complaint to add a claim for civil penalties under the PAGA for alleged meal period violations. *Id.*

After the Parties agreed to attend a private mediation, they exchanged information and data, and also agreed that they would exchange data and mediate additional claim for failure to provide all legally required meal periods in addition to the original claims asserted. *Id.* Thus, Plaintiff’s primary claims/allegations are that Schumacher: (1) failed to pay all overtime wages owed; (2) failed to pay all minimum wages owed; (3) failed to pay all vacation wages; (4) failed to provide all legally required meal periods; (5) failed to authorize and permit all legally required rest periods; (6) failed to provide accurate, itemized wage statements; (7) failed to timely pay all wages upon termination; (8) engaged in unlawful business practices; and (9) is liable for civil penalties under the Labor Code Private Attorneys General Act of 2004 (“PAGA”).

A. Plaintiff’s Claims

As explained in detail in the Motion for Preliminary Approval, Plaintiff’s primary theories of liability are related to Schumacher’s 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. Lidman Decl., ¶¶ 16-28. Specifically, Plaintiff alleges that he and Settlement Class members were not fully compensated for all of their time worked. Lidman Decl., ¶ 17. Plaintiff alleges Schumacher

1 would unlawfully shave their work time and/or round their work time such that they would not be fully
2 paid for all time worked. *Id.* Plaintiff also alleges that this time shaving and/or rounding practice utilized
3 by Schumacher was not-even handed over time and would almost exclusively round and shave in
4 Schumacher's favor such that the employees were routinely underpaid for their time worked and it
5 appeared on average to be an underpayment of approximately 30 minutes per week. *Id.*

6 Plaintiff alleges that he and Settlement Class members were not paid for all of their overtime
7 hours worked. Lidman Decl., ¶ 19. Specifically, Plaintiff alleges that when Schumacher paid wages for
8 hours worked in excess of 8 in a day, such wages were paid at the base hourly rate of pay rather than at
9 an overtime rate of pay as required by California law. *Id.* Moreover, Plaintiff alleges that for each pay
10 period, Schumacher issued one wage statement for the base hourly pay, and provided to employees a
11 separate statement identifying the amount of pay being issued for the overtime hours despite such
12 payment being calculated at the base hourly rate of pay. *Id.*

13 Plaintiff alleges that at times during his employment with Schumacher, he and other non-exempt
14 employees were paid non-discretionary bonuses (hereinafter the aforementioned forms of pay are
15 collectively referred to as "Incentive Pay"). Lidman Decl., ¶ 21. Plaintiff alleges, however, that
16 Schumacher failed to include the Incentive Pay when calculating the regular rate of pay for purposes of
17 paying Plaintiff and the other non-exempt employees' overtime wages. *Id.* Accordingly, Plaintiff
18 contends that Schumacher did not properly calculate the regular rate of pay for Plaintiff and the other
19 non-exempt employees, thereby causing them to be underpaid for all their required overtime wages. *Id.*

20 Plaintiff alleges that Schumacher failed to pay separated employees all of their earned, accrued,
21 and unused Personal Time Off ("PTO") wages at the time of their termination. Lidman Decl., ¶ 23.
22 Vacation pay is a form of deferred wages that cannot be forfeited, and upon an employee's separation
23 must be paid to him or her as wages. *See Cal. Lab. Code § 227.3 see also Suastez v. Plastic Dress-Up,*
24 *31 Cal.3d 774 (1982).*

25 Plaintiff alleges that he and Settlement Class members were not provided with all legally-
26 compliant first meal periods beginning before the end of the fifth hour of work. Lidman Decl., ¶ 25.
27 Specifically, as a result of the work demands imposed by Schumacher, Plaintiff claims he was often
28 provided with a meal period after his fifth hour of work, or a meal period less than 30 minutes, in violation

1 of California law. *Id.* Plaintiff also alleges that Schumacher did not require him and the other non-exempt
2 employees to clock in and out for their meal periods and contends that Schumacher unlawfully deducted
3 thirty minutes from their work time for purported meal periods, regardless of whether or not they were
4 taken and regardless of the length of said meal periods. *Id.*

5 Plaintiff alleges that he and Settlement Class members were also not authorized and permitted to
6 take all required rest periods due to Schumacher's rest period policies and practices. Lidman Decl., ¶ 27.
7 Specifically, Plaintiff alleges that Schumacher failed to authorize and permit all rest periods for every
8 four hours worked, *or major fraction thereof*.

9 Plaintiff further alleges that Schumacher issued inaccurate wage statements in violation of Labor
10 Code § 226 as a result of the alleged unpaid minimum wages and overtime wages, and meal and rest
11 period premium wages described above. Lidman Decl., ¶ 29. Specifically, Plaintiff contends that this
12 conduct violated Labor Code § 226(a) because the wage statements issued to Settlement Class Members
13 did not include all hours worked and the rate at which they were being paid. *Id.* Plaintiff also alleges
14 that Schumacher would at time split his hours worked into separate wage statements for the same period.
15 *Id.*

16 Plaintiff alleges that Schumacher is also liable for waiting time penalties under Labor Code
17 section 203 as a result of its failure to timely pay all wages, including minimum and overtime wages and
18 meal and rest period premium wages, upon separation. Lidman Decl., ¶ 31. There are approximately 16
19 Settlement Class members who have separated their employment with Schumacher during the relevant
20 time period. *Id.*

21 Plaintiff also seeks civil penalties under the PAGA as a result of the foregoing alleged Labor Code
22 violations. Lidman Decl., ¶ 33.

23 As explained *infra* and in Plaintiff's Motion for Preliminary Approval, Schumacher denies
24 Plaintiff's claims, maintains that it has consistently compensated Settlement Class Members in
25 accordance with all applicable laws, and asserts several affirmative defenses, both on the merits and with
26 respect to class certification.

27 **B. Mediation and Settlement**

28 In advance of mediation, Schumacher produced timekeeping and payroll data, as well as its wage

1 and hour policies and other relevant documents and information relevant to the claims alleged. Lidman
2 Decl., ¶ 11. Schumacher also provided necessary metrics, including without limitation, class size, number
3 of workweeks and pay periods. After the detailed review of the documents and data produced by
4 Schumacher, Class Counsel drew on their extensive experience in similar cases to assess the strengths and
5 weaknesses of Plaintiff's case. *Id.* This discovery allowed the parties to assess the merits and value of
6 Plaintiff's claims and Schumacher's defenses thereto. *Id.* Moreover, after the mediation, Schumacher
7 provided a declaration under oath concerning the workweeks, class size, pay periods at issue. *Id.* These
8 representations will be further verified by Simpluris during the administration of the Settlement. *Id.*

9 On December 2, 2021, a mediation was held with Jeffrey Krivis, Esq., a well-respected wage and
10 hour class action mediator. Lidman Decl., ¶ 12. During mediation, the parties vigorously debated their
11 opposing legal positions, the likelihood of certification of Plaintiff's claims, and the legal basis for the
12 claims and defenses. *Id.* Although the case did not settle at mediation, on January 12, 2022, the parties
13 agreed on a class-wide resolution by accepting a mediator's proposal. *Id.*

14 C. Preliminary Approval of Settlement

15 Plaintiff filed the Settlement to the Court with his Motion for Preliminary Approval on April 21,
16 2022. Lidman Decl., ¶ 13. On April 21, 2022, Plaintiff also submitted the Settlement to the LWDA.
17 Lidman Decl., ¶ 46, Exh. D.

18 After reviewing the Court's tentative ruling regarding preliminary approval on August 11, 2022,
19 the Parties entered into an Amended Settlement. Lidman Decl., ¶ 47. Then, on August 18, 2022, Plaintiff
20 submitted the Amended Settlement to the LWDA. Lidman Decl., ¶ 47, Exh. E. On August 19, 2022, the
21 Court granted preliminary approval of the class action settlement, approving the Amended Settlement.
22 Lidman Decl., ¶ 13, Exh. A (Order Granting Preliminary Approval). Plaintiff submitted to the LWDA
23 the Order Granting Preliminary Approval on November 9, 2022. Lidman Decl., ¶ 48, Exh. F.

24 On December 7, 2022, the Court-approved Class Notice was sent to 64 Settlement Class members.
25 The Settlement Class members had until February 6, 2023 to submit disputes, objections, and/or requests
26 for exclusion. *See* Declaration of Stephen Gomez of Simpluris, Inc. ("Gomez Decl."), ¶ 8. As of the date
27 of this filing, there have been **no objections, no disputes** and **zero opt-outs**. *Id.*, ¶¶ 8-10. Plaintiff now
28 respectfully submits the Settlement for this Court's final approval.

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

2 **A. Settlement Class Definition**

3 The Settlement Class approved at the preliminary approval stage encompassed “[a]ll current and
4 former non-exempt warehouse employees of Defendant Schumacher Cargo Logistics, Inc. who worked
5 for Defendant Schumacher Cargo Logistics, Inc. in California at any time from February 5, 2017 through
6 preliminary approval.” As of the date of Preliminary Approval on August 19, 2022, the total number of
7 workweeks at issue in the Settlement was 7,697.69. Gomez Decl., ¶ 3. Because the escalator clause was
8 not triggered (which was triggered only if the number of workweeks exceeded _7,789), the Settlement
9 Class encompasses: “[a]ll current and former non-exempt warehouse employees of Defendant
10 Schumacher Cargo Logistics, Inc. who worked for Defendant Schumacher Cargo Logistics, Inc. in
11 California at any time from February 5, 2017 through August 19, 2022.”

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

13 The Settlement requires to pay a Gross Settlement Amount (“GSA”) of \$500,000.00. Gomez
14 Decl., ¶ 12. The Net Settlement Amount (“NSA”) is the amount remaining from the SA after deducting
15 requested attorneys’ fees (\$166,666.67) and verified costs (\$13,335.72), proposed Class Representative
16 Service Award to Plaintiff (\$5,000.00), Settlement Administration costs (\$3,500.00), and PAGA payment
17 to the LWDA and PAGA Employees (\$20,000.00). Based on these requested amounts, the NSA is
18 calculated to be approximately \$291,497.61. Gomez Decl., ¶ 12; Lidman Decl., ¶ 32, Exh. B.

19 The Net Settlement Amount shall be allocated to Settlement Class members who worked during
20 the Class Period, as follows:

21 Each participating Settlement Class member shall receive a proportionate settlement share based
22 upon the number of workweeks worked as a non-exempt warehouse employee during the Class Period,
23 the numerator of which is the Settlement Class member’s total workweeks worked as a non-exempt
24 employee during the Class Period, and the denominator of which is the total workweeks worked as non-
25 exempt employees by all Settlement Class members (who do not opt out) who worked during the Class
26 Period. Settlement, ¶ 5.B.i.

27 For purposes of calculating applicable taxes and withholdings, each Settlement Award shall be
28 allocated as follows: Sixty-Seven percent (67%) as penalties and interest; and Thirty-Three percent (33%)

as wages. Settlement, ¶ 5.E. Defendant's share of payroll taxes shall be paid by Defendant separately from, and in addition to, the Gross Settlement Amount. The employer-side taxes to be paid by Defendant separate and apart from the Gross Settlement Amount shall be deposited with the Settlement Administrator no later than five (5) calendar days after the second and final payment is made by Defendant. Settlement, ¶ 4.E

C. Summary of Notice Process

1. Mailing of Notice Packets

On November 30, 2022, Schumacher provided Simpluris, Inc. ("Simpluris") with the names, last known addresses, phone numbers, social security numbers, and dates of employment (or information allowing the Settlement Administrator to calculate the total workweeks worked by each Settlement Class Member) of each Settlement Class member employed during the Class Period and PAGA Period. Gomez Decl., ¶ 3. After performing address updates and verifications, Simpluris mailed the Class Notice to the 64 Settlement Class members on December 7, 2022. *Id.*, ¶¶ 4-5. Following the initial mailing, five (5) Class Notices were returned to Simpluris 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 Members, 2 Class Notices were re-mailed. *Id.*, ¶ 6. As of the date of filing this final approval motion, three (3) Class Notice remain undeliverable with no forwarding address, and where no new address could be located through skip trace. *Id.*, ¶ 7.

Settlement Class members had until February 6, 2023 to submit objections, requests for exclusion, or disputes. Gomez Decl., ¶ 8.

As of the date of this filing, there were no objections, no disputes, and no 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 100% and the average estimated payment is \$4,554.65, with the highest estimated payment to a Settlement Class member being \$10,938.61. *Id.*, ¶¶ 11-19.

D. Timing of Payments

Defendant is to deposit one-half of the Gross Settlement Amount (\$250,000.00) with Simpluris, Inc. within ten (10) calendar days after the Effective Date. Defendant is to pay the remaining half of the

1 Gross Settlement (\$250,000.00) no later than six (6) months after the first payment is made. The
2 employer-side taxes to be paid by Defendant separate and apart from the Gross Settlement Amount shall
3 be deposited with the Settlement Administrator no later than five (5) calendar days after the second and
4 final payment is made by Defendant.

5 **E. Uncashed Funds**

6 Each member of the Settlement Class who receives a Settlement Award must cash the check(s)
7 within 180 days from the date the Settlement Administrator mails it/them. Any funds payable to
8 Settlement Class members whose checks were not cashed within 180 days after mailing will escheat to
9 the California Secretary of State- Unclaimed Property Fund under the unclaimed property laws in the
10 name of the Settlement Class member. Settlement ¶ 5.F; Lidman Decl., ¶ 29.

11 **F. Notice of Judgment**

12 As stated in the Notice of Pendency of Class Action and Proposed Settlement mailed to
13 Settlement Class members, the final judgment entered by the Court will be posted by the Settlement
14 administrator on the Settlement Administrator's website at www.simpluris.com. See Gomez Decl., Exh.
15 A.

16 **IV. ARGUMENT**

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

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

26 Here, this Court found that the Settlement Class meets all the requirements for class certification
27 for settlement purposes when it granted preliminary approval of the Settlement on August 19, 2022. *See*
28 *Lidman Decl., ¶ 13; Exh. A.* Subsequent to the Court's order granting preliminary approval, no events

1 have cast doubt on the propriety of this determination and, in fact, the reaction of the Settlement Class
2 members thus far to the Settlement has been strongly in support of the Settlement, with no Settlement
3 Class members objecting to any portion of the Settlement and no Settlement Class members electing to
4 opt-out of the Settlement. *See* Gomez Decl., ¶¶ 8-10. This Court should therefore confirm its conditional
5 certification of the Settlement Class.

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

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

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

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

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

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

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

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

As detailed in Plaintiff's Motion for Preliminary Approval, there is significant risk of non-certification and/or not prevailing on the merits with respect to each of Plaintiff's claims. For example, with respect to Plaintiff's claim that Schumacher failed to pay for all hours worked, Schumacher contends that it compensated Settlement Class members for all of their time worked. Lidman Decl., ¶ 18. Schumacher also contends that its rounding practices were lawful, and any unpaid time was *de minimis* and therefore non-compensable. *Id.* Schumacher further asserts that Plaintiff would be unable to certify a rounding class given the individualized inquiries that would be required, and also that Schumacher's

1 rounding policy/mechanism was, according to it, neutral on its face and in its application. *Id.*

2 As for Plaintiff's overtime claim, Schumacher contends it compensated Settlement Class members
3 for all overtime hours worked at the proper overtime rate. Lidman Decl., ¶ 20. Schumacher further
4 asserts that Plaintiff would be unable to certify a rounding class given the individualized inquiries that
5 would be required. *Id.*

6 As for Plaintiff's miscalculation of regular rate, Schumacher contends that Settlement Class
7 members received all overtime wages to which they were entitled. Lidman Decl., ¶ 22. Schumacher
8 further counters that any bonuses paid to putative class members during the relevant time period were
9 discretionary and did not need to be included in the regular rate of pay for overtime purposes. *See* 29
10 C.F.R. §§778.208, 778.211 (excluding "discretionary" bonuses from the regular rate); *see also* DLSE
11 Manual § 49.1.2.4(3) (bonuses are discretionary, and therefore excludable, if "both the fact that payment
12 is to be made and the amount of the payment" are discretionary). *Id.*

13 As for Plaintiff's vacation pay claim, Schumacher asserts it pays all former Settlement Class
14 members all wages owed upon the separation of employment, including all earned, accrued, and unused
15 PTO wages. Lidman Decl., ¶ 24. Schumacher also argues that Plaintiff's vacation pay is inherently
16 unsuited for class treatment as an individualized inquiry would be required to determine whether the
17 amount of PTO owed and whether all earned, accrued, and unused PTO wages. *Id.*

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

1 As for Plaintiff's rest period claim, Schumacher contends it has always maintained and enforced
2 lawful rest period policies and practices, and that Settlement Class Members were authorized and
3 permitted to take all off-duty rest periods in compliance with California law. Lidman Decl., ¶ 28.
4 Schumacher also argues that Plaintiff's rest period claim is inherently unsuited for class treatment as it
5 requires an individualized inquiry into whether each Settlement Class Member was in fact authorized and
6 permitted to take a compliant rest period, which would devolve into an unmanageable series of mini-
7 trials. *Id.*

8 As for Plaintiff's wage statement claim, Schumacher argues that meal and rest period claims
9 cannot support a claim for wage statement penalties after *Naranjo v. Spectrum Security Services, Inc.*
10 (2019) 40 Cal. App. 5th 444, *review granted* and *Kirby v. Immoos Fire Protection, Inc.* (2012) 53 Cal.4th
11 1244 (*see, e.g., Jones v. Spherion Staffing*, No. LA-CV-11-06462-JAK(JCx) (C.D. Cal. 2012) 2012 WL
12 3264081 at **8-9). Lidman Decl., ¶ 30. Schumacher further argues that its alleged wage statement
13 violations could not be shown to be "knowing and intentional," and that Plaintiff cannot show that he or
14 any other employee "suffer[ed] injury" as a result of the alleged wage statement violations, as required
15 by Lab. Code § 226(e) for imposition of penalties. *Id.*

16 As for Plaintiff's waiting time penalties, Schumacher asserts it has strong defenses to the waiting
17 time claim because there exist good-faith disputes as to Plaintiff's underlying claims, precluding
18 imposition of penalties. Lidman Decl., ¶ 32. *See also* 8 Cal. Code Regs. § 13520 (a "good faith dispute
19 that any wages are due will preclude imposition of waiting time penalties"); *Kao v. Joy Holiday*, 12
20 Cal.App.5th 947, 963 (2017) (holding that "good faith dispute" over whether employee was exempt
21 precluded imposition of waiting time penalties over contested wages owed).

22 Lastly, since Plaintiff's PAGA claim is a derivative claim based on the underlying claims,
23 Schumacher argues that Plaintiff's PAGA claim will fail for the same reasons that his underlying claims
24 will fail. Lidman Decl., ¶ 34; *see Price v. Starbucks Corp.* (2011) 192 Cal.App.4th 1136, 1147 ("Because
25 the underlying causes of action fail, the derivative UCL and PAGA claims also fail."). Schumacher also
26 maintains that, given its good faith defenses, this Court would exercise its discretion to substantially
27 reduce any PAGA penalties if it were to find Schumacher liable for any of Plaintiff's claims. *See* Lab.
28 Code § 2699(e)(2); *Thurman v. Bayshore Transit Mgmt., Inc.* (2012) 203 Cal.App.4th 1112, 1135

(affirming reduction of PAGA penalties); *Fleming v. Covidien Inc.* (C.D. Cal. 2011) Case No. ED CV10-01487 RGK (OPx), 2011 WL 7563047, at *4 (reducing PAGA penalties from \$2.8 million to \$500,000). *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. 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.

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 ¶ 5.B. 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 100% 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, only one Settlement Class member has elected to opt-out, and only 3 of the 64 Class Notices were returned undeliverable. Gomez 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 Properties, Inc.*, 9 F.3d 513, 516 (6th Cir. 1993) (the percentage of the fund method for calculating attorneys’ fees more accurately reflects the results achieved for the putative class than the lodestar method and “establishes reasonable expectations on the part of plaintiffs’ attorneys as to their expected recovery;

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

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

13 Here, Class Counsel’s fee request of \$166,666.67 (one-third of the Gross Settlement Amount) is
14 fair and reasonable based on a percentage of the recovery confirmed with a lodestar cross-check. First,
15 “regardless whether the percentage method or the lodestar method is used, fee awards in class actions
16 average around one-third of the recovery.” *Chavez v. Netflix, Inc.*, 162 Cal.App.4th 43, 66, n.11 (2008);
17 *see also, e.g., Cicero v. DirectTV, Inc.*, No. EDCV 07-1182, 2010 WL 2991486 at * 7 (C.D. Cal. July 27,
18 2010) (observing that “30-50% [is] commonly awarded in cases in which the common fund is relatively
19 small” and that in California, “courts usually award attorneys’ fees in the 30-40% range in wage and hour
20 class actions...”); *Williams v. Costco Wholesale Corp.*, No. 02-cv-2003 IEG (AJB), 2010 WL 2721452
21 at * 6 (S.D. Cal. July 7, 2010) (collecting cases where courts awarded between 33.33% and 40% in
22 attorneys’ fees in wage and hour class actions). This is also consistent with Class Counsel’s experience
23 in similar wage and hour class action matters. *See* Lidman Decl., ¶ 36-37. Thus, the percentage sought
24 by Class Counsel here (the same percentage sought by class counsel in *Laffitte*) is reasonable.

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

of the case, its contingent nature, and the degree of success achieved. *Id.* at 49; *Ketchum v. Moses*, 24 Cal.4th 1122, 1132-36 (2001); *Thayer v. Wells Fargo Bank*, 92 Cal.App.4th 819, 834 (2001) (“There is no hard-and-fast rule limiting the factors that may justify an exercise of judicial discretion to increase or decrease a lodestar calculation”).

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

In this case, Class Counsel have a lodestar of \$167,955.00 which results in a multiplier of approximately 1.01 compared to the \$166,666.67 fee request. Lidman Decl., ¶ 40. A 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. *Id.*, at ¶ 35, Exh. C.

Name	Rate	Hours	Pre-Multiplier Lodestar
Scott M. Lidman (22nd Year Attorney)	\$750	84.3	\$63,225.00
Elizabeth Nguyen (15th Year Attorney)	\$650	62.4	\$40,560.00
Paul K. Haines (14th Year Attorney)	\$675	34.7	\$23,422.50

Milan Moore (5th Year Attorney)	\$450	81.8	\$36,810.00
Paralegals	\$175	22.5	\$3,937.50
Total Lodestar			\$167,955.00

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 100%, 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* Gomez Decl., ¶¶ 8-10. Additionally, the *average* settlement payment in this case of approximately \$4,554.65 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 legal battle, in the face of serious defense challenges and an uncertain legal landscape confirms the strength of the results achieved.

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

1 compensation for over two years of work. Lidman Decl., ¶ 37. During this time, Class Counsel have
2 expended \$12,685.72, in actual costs, have devoted substantial time to this litigation and expect to incur
3 approximately \$650.00 in future costs for filing the instant motion, filing the final declaration regarding
4 distribution of settlement, Case Anywhere fees, service and messenger fees, postage fees, parking,
5 mileage, and/or costs for future appearances. Lidman Decl., ¶ 38, Exh. B. Class Counsel's efforts have
6 included conducting pre-filing investigation, analyzing Plaintiff's claims, conducting legal research,
7 reviewing Schumacher's documents and policies, analyzing timekeeping data and payroll records,
8 creating a comprehensive damages model, preparing for and attending mediation, negotiating and
9 preparing the long-form settlement agreement, preparing the Motions for Preliminary and Final Approval,
10 overseeing the settlement administration process, and otherwise litigating this case. *See* Lidman Decl., ¶
11 37. Given the considerable potential for adverse outcomes in this case, including, but not limited to losing
12 on class certification and/or merits issues., the contingent risk borne by Class Counsel was great. Lidman
13 Decl., ¶ 34.

14 Class Counsel's previous experience in litigating wage and hour class actions also supports the
15 reasonableness of the fee request. Class Counsel are well-versed in plaintiff and defense-side wage and
16 hour class action litigation, with substantial experience litigating claims for meal and rest period
17 violations, and related penalties. *See* Lidman Decl., ¶¶ 3-8; Declaration Elizabeth Nguyen ("Nguyen
18 Decl."), ¶¶ 3-8; Declaration of Paul K. Haines ("Haines Decl."), ¶¶ 3-8. They have been certified as class
19 counsel in numerous other cases. *Id.* Their experience in similar matters was integral in evaluating the
20 strengths and weaknesses of the case against Stratasys and the reasonableness of the Settlement. *See*
21 Lidman Decl., ¶ 33. Practice in the narrow field of wage and hour litigation requires skill and knowledge
22 concerning the rapidly evolving substantive state and federal law, as well as the procedural law of class
23 action litigation. *Id.* Because it is reasonable to compensate Class Counsel commensurate with their
24 skill, reputation, and experience, a fee award of one-third of the Class Settlement Amount is reasonable.

25 Other factors also show that the fee amount requested in this case is reasonable under the
26 circumstances. This case involved nuanced legal issues including questions surrounding Stratasys'
27 obligation to "provide" meal periods and "authorize and permit" rest periods, and the propriety of
28 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 \$13,335.72 (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., ¶ 38; 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 \$3,500.00 in administration costs to the Settlement Administrator, Simpluris, Inc. ("Simpluris"). As detailed in the declaration of Stephen Gomez on Behalf of Simpluris submitted herewith, Simpluris performed duties in connection with this Settlement that were integral in effectuating the Settlement and the Notice process. Among other things, Simpluris calculated each Settlement Class member's individual settlement payment, updated addresses contained in the class data supplied by Schumacher, formatted and the Class Notices for mailing, mailed Class Notices to all 64 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* Gomez Decl., ¶¶ 2-16.

1 For these reasons, PSA's requested costs are fair, reasonable, and adequate, and should be finally
2 approved.

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

6 Courts routinely approve service payments to compensate named plaintiffs for the services they
7 provide and the risks they incur during class action litigation. *See, e.g., Bell v. Farmers Ins. Exchange,*
8 *115 Cal.App.4th 715, 726 (2004) (upholding "service payments" to named plaintiffs for their efforts in*
9 *bringing the case); Van Vranken v. Atlantic Richfield Co., 901 F. Supp. 294 (N.D. Cal. 1995) (approving*
10 *\$50,000 service payment).*

11 Here, Plaintiff seeks a service award of \$5,000.00, and believes this request is reasonable given
12 Plaintiff's efforts in this case and the risks he undertook on behalf of Settlement Class members. Lidman
13 Decl., ¶ 45; Declaration of Jaime Barajas ("Barajas Decl."), ¶ 7; Plaintiff gathered documents for use in
14 the lawsuit, and attended several meetings with Class Counsel discussing the case, the merits, the
15 defenses, and the overall fairness of the settlement reached. *See* Lidman Decl., ¶ 45; Barajas Decl., ¶ 8.
16 Moreover, after receiving notice of the proposed Class Representative Service Award for Plaintiff, no
17 Settlement Class member has objected to the proposed award, as of the date of this filing. *See* Gomez
18 Decl., ¶¶ 8-12. Thus, the service award to Plaintiff is appropriate and justified as part of the Settlement
19 and should be finally approved.

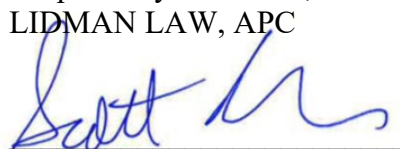
20 **V. CONCLUSION**

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

24 Dated: February 10, 2023

Respectfully submitted,
LIDMAN LAW, APC

25
26 By:



27 Scott M. Lidman
Attorney for Plaintiff
28 JAIME BARAJAS