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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ORANGE**

MAGDALENA CRUZ, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

SPS TECHNOLOGIES, LLC dba AIR
INDUSTRIES COMPANY, a Pennsylvania
limited liability company; PRECISION
CASTPARTS CORP.; an Oregon corporation;
AIR INDUSTRIES CORPORATION, a
California corporation; and DOES 1 through
100, inclusive,

Defendants.

Case No. 30-2021-01202173-CU-OE-CJC

*[Assigned for all purposes to the Hon. Lon F.
Hurwitz, Dept. CX103]*

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

Date: October 27, 2023
Time: 1:30 p.m.
Dept.: CX103

Action Filed: May 21, 2021
Trial Date: None Set

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

2 PLEASE TAKE NOTICE that pursuant to Rule 3.769 of the California Rules of Court, on
3 October 27, 2023 at 1:30 p.m. in Department CX103 of the above-entitled Court, located at 751 West
4 Santa Ana Blvd., Santa Ana, California 92701, Plaintiff Magdalena Cruz (“Plaintiff”), individually and
5 on behalf of a class of similarly situated individuals, will and hereby does move this Court for:

- 6 1. Confirming the certification of the Settlement Class for settlement purposes under Section
7 382 of the California Code of Civil Procedure;
- 8 2. Confirming the appointment of Plaintiff Magdalena Cruz as Class Representative for
9 settlement purposes;
- 10 3. Confirming the appointment of Scott M. Lidman, Elizabeth Nguyen, and Milan Moore of
11 Lidman Law, APC, and Paul Haines of Haines Law Group, APC, as Class Counsel for
12 settlement purposes;
- 13 4. Granting final approval of the Class and Representative Action Stipulation of Settlement
14 (“Settlement”);
- 15 5. Approving an award of \$214,435.94 in attorneys’ fees to Class Counsel;
- 16 6. Approving an award of \$25,034.86 in costs to Class Counsel;
- 17 7. Approving an award of \$15,000.00 in costs to ILYM Group for its settlement administration
18 services;
- 19 8. Approving a representative payment of \$5,000.00 to Plaintiff Magdalena Cruz for her
20 services as Class Representative;
- 21 9. Approving an award of \$37,500.00 to the Labor & Workforce Development Agency
22 (“LWDA”); and
- 23 10. Entering final judgment in the form of the [Proposed] Order of Final Approval of Class
24 Action Settlement and Final Judgment filed concurrently herewith.

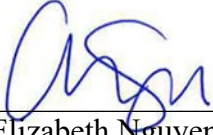
25 This Motion is based on this notice of motion, the attached memorandum of points and
26 authorities attached hereto, the declarations of Scott M. Lidman, Elizabeth Nguyen, Paul K. Haines,
27
28

1 Milan Moore, Plaintiff Magdalena Cruz¹ and Nathalie Hernandez of ILYM Group, and the exhibits
2 attached thereto, the pleadings and other papers filed in this action, and on any further oral or
3 documentary evidence or argument presented at the time of hearing.

4
5 Dated: October 9, 2023

Respectfully submitted,
LIDMAN LAW, APC

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7 By:


Elizabeth Nguyen
Attorney for Plaintiff
MAGDALENA CRUZ

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28 ¹ The declaration of Plaintiff Magdalena Cruz was originally filed with this Court on in connection with the
Motion for Preliminary Approval. For the convenience of the Court, Plaintiff has re-filed her declaration with
the instant Motion.

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1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. INTRODUCTION**

3 Plaintiff Magdalena Cruz (“Plaintiff”) submits this memorandum of points and authorities in
4 support of the motion for final approval of the class action settlement (the “Settlement”) with Defendant
5 SPS Technologies, LLC dba Air Industries Company (hereinafter “SPS” or “Defendant”) on behalf of
6 the Settlement Class defined as: “all current and former non-exempt, hourly employees of Defendant SPS
7 Technologies, LLC dba Air Industries Company who worked in California at any time between
8 September 20, 2019 and March 7, 2023.”

9 In this non-reversionary Settlement, the average settlement payment is approximately **\$491.66** to
10 each participating Settlement Class Member. There are 679 Settlement Class Members. This is a
11 favorable resolution of the highly disputed wage and hour claims in this case and the significant litigation
12 risks that Plaintiff faced. Since this Court granted preliminary approval on March 7, 2023, nothing has
13 changed to impact the propriety, fairness, adequacy and reasonableness of the Settlement. In addition,
14 after receiving notice of the Settlement and of their projected Settlement payments, no Settlement Class
15 members have opted out of the Settlement, no disputes were received, and not a single Class Member
16 filed an objection to any portion of the Settlement.

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

26 **II. FACTUAL AND PROCEDURAL BACKGROUND**

27 On March 16, 2021, Plaintiff submitted a letter to the California Labor & Workforce
28 Development Agency (“LWDA”) and SPS of her intention of filing a PAGA claim based on certain

1 labor code violations. *See* Declaration of Elizabeth Nguyen (“Nguyen Decl.”), ¶ 10. On May 21, 2021,
2 after exhausting her administrative remedies, Plaintiff filed a representative class action complaint
3 against SPS in Orange County Superior Court.² *Id.* Subsequently, on May 23, 2022, pursuant to the
4 Parties’ joint stipulation and as part of the Parties’ negotiated resolution, Plaintiff filed a First Amended
5 Class and Representative Action Complaint for the following causes of action: (1) failed to pay all
6 minimum wages owed; (2) failed to pay all overtime wages owed; (3) failed to provide all legally
7 required meal periods; (4) failed to authorized and permit all legally required rest periods; (5) failed to
8 provide accurate, itemized wage statements; (6) failed to pay all wages owed upon termination; (7)
9 engaged in unlawful business practices; (8) is liable for civil penalties under the PAGA. *Id.*

10 **A. Plaintiff’s Claims**

11 As explained in detail in the Motion for Preliminary Approval, Plaintiff’s primary theories of
12 liability are related to SPS’s alleged unlawful wage and timekeeping policies and practices. Nguyen
13 Decl., ¶¶ 11-25. Specifically, Plaintiff alleges that she and other Class Members were not paid for all
14 time worked. Nguyen Decl., ¶ 11. Plaintiff alleges that SPS’s timekeeping policies and practices required
15 Plaintiff and other non-exempt employees to clock in and begin working approximately five (5) minutes
16 before their scheduled start time and continue working approximately five (5) minutes after the end of
17 their scheduled end time for which they did not receive pay. *Id.* Thus, Plaintiff alleges that SPS would
18 unlawfully shave their work time and/or round their work time such that they would not be fully paid for
19 all time worked. *Id.* Based on the records and information provided by SPS in connection with mediation
20 and settlement, SPS’s rounding practice was in effect from September 20, 2019 until July 11, 2020. *Id.*

21 Plaintiff further alleges that she and other Class Members were not properly compensated for all
22 overtime hours worked. Nguyen Decl., ¶ 13. Specifically, for at least a portion of the time period relevant
23 to her claims, Plaintiff and other non-exempt employees received non-discretionary bonuses and/or other
24 forms of pay not excludable as a matter of law when calculating an employee’s regular rate (hereinafter
25 the aforementioned forms of pay are collectively referred to as “Incentive Pay”). *Id.* Despite SPS’s
26
27

28 ² Plaintiff initially filed this action against two other companies, Precision Castparts Corp and Air Industries Corporation. However, on July 7, 2021 and September 21, 2021, Plaintiff submitted a request for dismissal and the Court entered the dismissal without prejudice against these two entities. Therefore, SPS remains the only Defendant in this action.

1 payment of Incentive Pay to Plaintiff and other non-exempt employees, SPS failed to include all forms
2 of Incentive Pay when calculating their regular rate of pay and/or failed to use the weighted average of
3 overtime pay reflecting Plaintiff's varying pay rates, when calculating Plaintiff's regular rate of pay for
4 a workweek, thereby causing Plaintiff to be underpaid for her overtime hours worked. *Id.*

5 Plaintiff alleges that she and Class Members were not provided with all legally-required off-duty
6 meal periods. Nguyen Decl., ¶ 15. Specifically, Plaintiff alleges that she and other Class Members were
7 not timely provided all required second meal periods when they worked in excess of 10.0 hours. *Id.*
8 Based on the timekeeping data produced in connection with mediation, Plaintiff contends that there were
9 no recorded second meal periods. *Id.* Plaintiff also alleges that SPS failed to pay meal period premium
10 wages at the correct rate of pay.

11 Plaintiff alleges that she and other Class Members were not authorized and permitted to take all
12 required paid rest periods due to SPS's rest period policies and practices that fail to authorize and permit
13 all rest periods for every four hours worked, *or major fraction, thereof*. Nguyen Decl., ¶ 17. Specifically,
14 Plaintiff alleges that due to work demands imposed by SPS, she was not authorized and permitted to take
15 third rest periods on shifts worked in excess of 10.0 hours. *Id.* Plaintiff also alleges that SPS failed to
16 pay rest period premium wages at the correct rate of pay.

17 Plaintiff alleges that SPS is also liable for waiting time penalties under Labor Code section 203
18 as a result of its failure to pay all wages. Nguyen Decl., ¶ 19.

19 Plaintiff further alleges that SPS issued inaccurate wage statements in violation of Labor Code §
20 226 as a result of the alleged unpaid wages and meal and rest period premium wages described above.
21 Nguyen Decl., ¶ 21. Specifically, Plaintiff contends that this conduct violated Labor Code § 226(a)
22 because the wage statements issued to Class Members did not include all hours worked and the rate at
23 which they were being paid. *Id.*

24 Plaintiff also seeks civil penalties under the PAGA as a result of the foregoing alleged Labor Code
25 violations. Nguyen Decl., ¶ 23. As explained *infra* and in Plaintiff's Motion for Preliminary Approval,
26 SPS denies Plaintiff's claims and asserts several affirmative defenses, both on the merits and with respect
27 to class certification.

28 //

1 **B. Discovery, Mediation and Settlement**

2 The Parties engaged in written discovery. Plaintiff propounded and SPS responded to document
3 requests, form and special interrogatories. After agreeing to participate in early mediation, SPS
4 informally produced the time records and payroll data for the entire putative class, as well as its wage
5 and hour policies and other relevant documents and information relevant to the claims alleged in advance
6 of mediation. Nguyen Decl., ¶ 26. After the detailed review of the payroll and time records and other
7 documents and policies produced by SPS, Class Counsel drew on their extensive experience in similar
8 cases to assess the strengths and weaknesses of Plaintiff’s case. *Id.* This discovery allowed the parties
9 to assess the merits and value of Plaintiff’s claims and SPS’s defenses thereto, if a settlement could not
10 be reached. *Id.*

11 On February 9, 2022, after extensive research and analysis, a mediation was held with Lou Marlin,
12 Esq. a well-respected wage and hour class action mediator. Nguyen Decl., ¶ 27. During mediation, the
13 parties vigorously debated their opposing legal positions with respect to PAGA and class claims, the
14 likelihood of certification of Plaintiff’s claims, and the legal basis for the claims and defenses. Nguyen
15 Decl., ¶ 27. Ultimately, the Parties agreed in principle on a class-wide resolution. *Id.* In the months that
16 followed, the parties finalized the terms of settlement and executed the Class and Representative
17 Stipulation of Settlement (“Settlement”). *Id.*

18 **C. Preliminary Approval of Settlement**

19 Plaintiff submitted the Settlement to the Court with his Motion for Preliminary Approval on June
20 8, 2022. Nguyen Decl., ¶ 28. On March 7, 2023, the Court issued an order Granting Preliminary
21 Approval of the Settlement. *Id.*; Exh. A (ROA #103 Order Granting Preliminary Approval).

22 Plaintiff submitted copies of the Settlement Agreement and Order Granting Preliminary
23 Approval to the LWDA on June 8, 2022 and March 15, 2023, respectively. Nguyen Decl., ¶ 42, Exhs.
24 **E-F.**

25 On June 30, 2023, the Court-approved Notice (consisting of the *Notice of Class Action and PAGA*
26 *Settlement, Allocation Form, Request for Exclusion Form, and Objection Form*) was sent to Settlement
27 Class Members in Spanish and English, and the Settlement Class members had until August 29, 2023 to
28 submit disputes, objections, and/or requests for exclusion. *See* Declaration of Nathalie Hernandez of

ILYM (“Hernandez Decl.”), ¶ 8. As of the date of this filing, ILYM has not received any opt-outs. *Id.*, ¶¶ 13-15. Plaintiff now respectfully submits the Settlement for this Court’s final approval.

III. SUMMARY OF THE SETTLEMENT AND NOTICE PROCESS

A. Settlement Class Definition

The Settlement Class encompasses “all current and former non-exempt, hourly employees of Defendant SPS Technologies, LLC dba Air Industries Company who worked in California at any time between September 20, 2019 and March 7, 2023.” Nguyen Decl., ¶ 29.

B. Escalator Clause

To protect the value and integrity of the Settlement, the Parties included an escalator clause in the Settlement, which states, “Defendant has estimated that there are 48,192 workweeks worked by the Class Members during the Class Period. If the number of workweeks worked by Class Members during the Class Period is more than ten percent (10%) greater than this figure (i.e., there are more than 53,011 workweeks), Defendant agrees to increase the Gross Settlement Amount on a proportional basis (i.e., if there was an 11% increase in the number of workweeks worked by Class Members, Defendant would increase the Gross Settlement Amount by 1%).” Settlement, ¶ III.C.2.

After the data was provided to the ILYM, the settlement administrator, ILYM notified the Parties that the escalator clause was triggered. The total number of workweeks is 61,187, which resulted in an increase to the Gross Settlement Amount of \$93,307.81 for a total of \$643,307.81. Hernandez Decl., ¶ 5.

C. Monetary Terms of the Settlement

With the escalator clause being triggered, the Settlement provides for SPS to pay a Gross Settlement Amount of \$643,307.81. Hernandez Decl., ¶ 16. The Net Settlement Amount is the amount remaining from the Gross Settlement Amount after deducting requested attorneys’ fees (\$214,435.94) and verified costs (\$25,034.86), proposed Class Representative Enhancement to Plaintiff (\$5,000.00), Settlement Administration costs (\$15,000.00), PAGA payment to the Labor and Workforce Development Agency (“LWDA”) (\$37,500.00) and Aggrieved Employee PAGA Share (\$12,500.00). *Id.* Based on these requested amounts, the Net Settlement Amount is calculated to be approximately **\$333,837.01**. *Id.*

The identified Settlement Class Members shall receive a pro rata share of the NSA. The individual Settlement Class Member’s payment shall be calculated by the Settlement Administrator by dividing the

1 NSA by the total workweeks that have accrued for the Settlement Class during the Class Period and
2 multiplying that amount by the number of workweeks worked by the individual Settlement Class Member
3 during the Class Period. Settlement, ¶ III.H.4.

4 Additionally, \$12,500.00 of the GSA is designated as the Aggrieved Employee PAGA Share. The
5 identified Aggrieved Employees shall receive a pro rata share of the Aggrieved Employee PAGA Share.
6 The individual Aggrieved Employee's payment shall be calculated by the Settlement Administrator by
7 dividing the Aggrieved Employee PAGA Share by the total workweeks that have accrued for the
8 Aggrieved Employees during the PAGA Period and multiplying that amount by the number of workweeks
9 worked by the individual Aggrieved Employee during the PAGA Period. Settlement, ¶ III.H.2.

10 For purposes of calculating applicable taxes and withholdings, each Settlement Award shall be
11 allocated as follows: Sixty-Seven percent (67%) as penalties and interest; and Thirty-Three percent (33%)
12 as wages. See Settlement, ¶ III.H.7.

13 Defendant will pay the employer's share of payroll taxes separately from, and in addition to, the
14 Gross Settlement Amount. See Settlement, ¶ III.H.2.; Hernandez Decl., ¶ 18.

15 **D. Summary of Notice Process**

16 **1. *Mailing of Notices***

17 On March 27, 2023, Defendant provided ILYM with data files with the following information:
18 the names, last known addresses, phone numbers, social security numbers, and the number of workweeks
19 worked by each Settlement Class Member and PAGA Employee while employed during the Class Period
20 and PAGA Period, respectively. Hernandez Decl., ¶ 6. After performing address updates and
21 verifications, ILYM mailed the Court-approved Notice (consisting of the *Notice of Class Action and*
22 *PAGA Settlement, Allocation Form, Request for Exclusion Form, and Objection Form*) to the 679
23 Settlement Class Members on June 30, 2023. *Id.* at ¶¶ 7-8. Following the initial mailing, 19 Notices
24 were returned to Phoenix by the Post Office. *Id.* at ¶ 9. After ILYM performed a Skip Trace, 18 Notices
25 were re-mailed. *Id.* at ¶ 11. As of the date of filing this final approval motion, 1 Notice remains
26 undeliverable. *Id.* at ¶ 12.

27 The deadline for Settlement Class members to submit objections, requests for exclusion, or
28 disputes was August 29, 2023. Hernandez Decl., ¶ 8. As of the date of this filing, there were no valid

1 objections, no disputes, and no Settlement Class members have elected to opt-out of the Settlement. *Id.*
2 at ¶¶ 13-15. Accordingly, as of the date of this Motion, the participation rate amongst the Settlement
3 Class Members is 100% and the average estimated payment is \$491.66, with the highest estimated
4 payment to a Settlement Class member being \$976.63, and the lowest estimated payment to a Settlement
5 Class member being \$5.46, and the median amount is \$332.82. *Id.*, ¶¶ 13-19.

6 **E. Timing of Payments**

7 Defendant shall pay the Gross Settlement Amount and the employer's side taxes within thirty
8 (30) days after the Final Settlement Date, which means the date on which the Final Judgment becomes
9 final. *See* Settlement, ¶ I.AA.

10 Within ten (10) calendar days following SPS deposit of the Gross Settlement Amount and required
11 employer-side payroll taxes with the Settlement Administrator, the Settlement Administrator will prepare
12 and mail Settlement Awards, less applicable taxes and withholdings, to participating Settlement Class
13 Members. *See* Settlement, ¶ III.H.10.

14 The Settlement provides that Settlement Class Members with 180 days from the date the
15 Settlement Administrator mails the checks and any funds remaining after 180 days escheat to the
16 California Secretary of State-Unclaimed Property Fund under the unclaimed property laws in the name of
17 the Settlement Class Member. Settlement ¶ III.H.5; Nguyen Decl., ¶ 30.

18 **F. Notice of Judgment**

19 As stated on the Notice mailed to Settlement Class Members, the final judgment entered by the
20 Court will be posted on the Settlement Administrator's website at <https://ilymgroup.com/>. *See* Hernandez
21 Decl., Exh A.; Nguyen Decl., ¶ 44.

22 **IV. ARGUMENT**

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

26 Under Code of Civil Procedure section 382, a class may be certified if: (1) it is ascertainable and
27 its members are too numerous for joinder to be practical; (2) the representative and absent class members
28 share a community of interest, and questions of law and fact common to the class predominate over

1 questions unique to individual class members; (3) the representative's claims are typical of the class'
2 claims; and (4) the representative will fairly and adequately represent the class' interests. *See Richmond*
3 *v. Dart Industries, Inc.* (1981) 29 Cal.3d 462, 470.

4 Here, this Court found that the Class meets all the requirements for class certification for
5 settlement purposes when it granted preliminary approval of the Settlement on March 7, 2023. *See*
6 *Nguyen Decl.*, ¶ 24; Exh. A. After the Court entered an order granting preliminary approval, no events
7 have occurred to cast doubt on the propriety of this determination. In fact, the reaction of the Settlement
8 Class Members thus far to the Settlement has been strongly in support of the Settlement. No Settlement
9 Class Members have objected to any portion of the Settlement and no Settlement Class members have
10 elected to opt-out of the Settlement. *See Hernandez Decl.*, ¶¶ 13-15. This Court should therefore confirm
11 its conditional certification of the Settlement Class.

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

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

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

26 A settlement is presumptively fair where it is reached through arm's length bargaining, based on
27 sufficient discovery and investigation to allow counsel and the court to act intelligently, counsel is
28 experienced in similar litigation, and the percentage of objectors to the settlement is small. *Dunk v. Ford*
Motor Co., 48 Cal.App.4th 1794, 1802 (1996). In deciding whether to approve a proposed settlement, a
trial court has broad powers to determine if the proposed settlement is fair under the circumstances of the
case. *Mallick v. Superior Court*, 89 Cal.App.3d 434 (1979). In exercising these powers, the overriding

1 concern is to ensure that a proposed settlement is “fair, adequate, and reasonable.” *Dunk, supra*, 48
2 Cal.App.4th at 1801 (internal quotations omitted). Relevant factors for the Court to consider include, but
3 are not limited:

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

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

12 “In the context of a settlement agreement, the test is not the maximum amount plaintiffs might
13 have obtained at trial on the complaint, but rather whether the settlement is reasonable under all of the
14 circumstances.” *Wershba v. Apple Computer, Inc.*, 91 Cal.App.4th 224, 250 (2001). Because settlements
15 inherently involve compromise, even settlements providing for substantially narrower relief than likely
16 would be obtained if the suit were successfully litigated can be reasonable because, “the public interest
17 may indeed be served by a voluntary settlement in which each side gives ground in the interest of avoiding
18 litigation.” *Id.* (quoting *Air Lines Stewards, etc., Local 550 v. American Airlines, Inc.*, 455 F.2d 101, 109
19 (7th Cir. 1972)).

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

25 As detailed in Plaintiff’s Motion for Preliminary Approval, there is significant risk of non-
26 certification and/or not prevailing on the merits with respect to each of Plaintiff’s claims. For example,
27 with respect to Plaintiff’s claim for unlawful rounding, SPS contends that it compensated Class Members
28 for all of their time worked. Nguyen Decl., ¶ 12. SPS also contends that its rounding practices were

1 lawful, and any unpaid time was *de minimis* and therefore non-compensable. *Id.* SPS also contends that
2 Plaintiff and the other non-exempt employees were not working during these times and it ceased its
3 rounding practices in July 2020. SPS further asserts that Plaintiff would be unable to certify a rounding
4 class given the individualized inquiries that would be required, and also that SPS's rounding mechanism
5 was, according to it, allegedly facially neutral. *Id.*

6 Similarly, as for Plaintiff's miscalculation of regular rate claim, SPS contends that it compensated
7 non-exempt employees for all of their time worked. Nguyen Decl., ¶ 14. SPS also contends that any
8 bonuses paid were discretionary. *Id.* SPS further asserts that the data confirms that it did not pay Plaintiff
9 nor any other Class Members different rates of pay during the same pay period during the Class Period,
10 and therefore there is zero liability on this claim. *Id.* SPS also contends that Plaintiff would be unable to
11 certify a rounding class given the individualized inquiries that would be required. *Id.*

12 As for Plaintiff's meal period claim, SPS counters that it has always provided non-exempt
13 employees with an opportunity to take legally compliant meal periods, and any non-compliant meal
14 periods reflected in employee timekeeping records were solely the result of employee choice, rather than
15 any policy or practice of SPS. Nguyen Decl., ¶ 16. SPS points out that under *Brinker Restaurant Corp.*
16 *v. Superior Court* (2012) 53 Cal. 4th 1004, it is only required to "provide" the opportunity to take meal
17 periods, not "ensure" meal periods are taken, and that they have always done so. *Brinker, supra*, 53
18 Cal.4th at 1038 (rejecting "ensure" standard). SPS also asserts that approximately 97% of the Class,
19 including Plaintiff signed second meal period waivers and that the Class preferred to waive the second
20 meal period rather than worker a longer shift in order to take a second 30 minute meal period. *Id.* SPS
21 also contends that meal period premiums were paid at the base rate of pay for only 789 of the relevant pay
22 periods and is therefore *de minimis* such that the Court would not try this claim on a class-wide or PAGA
23 representative basis. Finally, SPS contends Plaintiff's meal period claim is not suited for class
24 certification, since individual inquiries would be required to assess which employees took non-compliant
25 meal periods, how many meal periods were non-compliant or missed, and the reasons why a particular
26 employee took a non-compliant meal period or missed a meal period during a particular shift. *Id.*

27 As for Plaintiff's rest period claim, SPS contends it has always maintained and enforced lawful
28 rest period policies and practices, and that Class Members were authorized and permitted to take all off-

1 duty rest periods in compliance with California law. Nguyen Decl., ¶ 18. Further, SPS argues that
2 Plaintiff's rest period claim is inherently unsuited for class treatment as it requires an individualized
3 inquiry into whether each Class Member was in fact authorized and permitted to take a compliant rest
4 period, which would devolve into an unmanageable series of mini-trials. *Id.*

5 As for Plaintiff's waiting time claim, SPS asserts it has strong defenses to the waiting time claim
6 because there exist good-faith disputes as to Plaintiff's underlying claims, precluding imposition of
7 penalties. Nguyen Decl., ¶ 20. *See also* 8 Cal. Code Regs. § 13520 (a "good faith dispute that any wages
8 are due will preclude imposition of waiting time penalties"); *Kao v. Joy Holiday*, 12 Cal.App.5th 947, 963
9 (2017) (holding that "good faith dispute" over whether employee was exempt precluded imposition of
10 waiting time penalties over contested wages owed). *Id.*

11 As for Plaintiff's wage statement claim, SPS argues that its alleged wage statement violations
12 could not be shown to be "knowing and intentional," and that Plaintiff cannot show that she or any other
13 employee "suffer[ed] injury" as a result of the alleged wage statement violations, as required by Lab. Code
14 § 226(e) for imposition of penalties. Nguyen Decl., ¶ 22.

15 As for Plaintiff's claim for PAGA penalties, SPS argues that Plaintiff's PAGA claim will fail for
16 the same reasons that her underlying claims will fail. Nguyen Decl., ¶ 24; *see Price v. Starbucks Corp.*
17 (2011) 192 Cal.App.4th 1136, 1147 ("Because the underlying causes of action fail, the derivative UCL
18 and PAGA claims also fail."). SPS also maintains that, given its good faith defenses, this Court would
19 exercise its discretion to substantially reduce any PAGA penalties if it were to find SPS liable for any of
20 Plaintiff's claims. *See* Lab. Code § 2699(e)(2); *Thurman v. Bayshore Transit Mgmt., Inc.* (2012) 203
21 Cal.App.4th 1112, 1135 (affirming reduction of PAGA penalties); *Fleming v. Covidien Inc.* (C.D. Cal.
22 2011) Case No. ED CV10-01487 RGK (OPx), 2011 WL 7563047, at *4 (reducing PAGA penalties from
23 \$2.8 million to \$500,000). *Id.*

24 These considerations not only bore heavily on the negotiations leading to the Settlement, but also
25 confirm that the Settlement is fair, adequate, and reasonable compromise in view of the risks of further
26 litigation. Nguyen Decl., ¶ 25. As detailed in Plaintiff's Motion for Preliminary Approval, Plaintiff
27 carefully vetted the claims at issue and conducted a detailed liability analysis of class-wide data to arrive
28

1 at the calculated damages figures. Thus, while these risks are far from exhaustive, they demonstrate that
2 the Settlement is fair, adequate, and reasonable in view of them.

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

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

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

15 Class members' response to a settlement is relevant in evaluating whether it merits final approval.
16 *Dunk, supra*, 48 Cal.App.4th at 1801. The lack of objections and few requests for exclusion supports a
17 fairness presumption. *See 7-Eleven Owners for Fair Franchising v. Southland Corp.* (2000) 85
18 Cal.App.4th 1135, 1152-53 (finding 9 objections and 80 opt-outs from a class of 5,454 showed a
19 "particularly impressive" favorable response from class members). Here, as of the filing of this Motion,
20 not a single Settlement Class Member has validly objected to the Settlement and no Settlement Class
21 member have elected to opt-out of the Settlement. In addition, only 1 of the 679 Notices were returned
22 undeliverable. Salinas Decl., ¶¶ 8-15. The extremely favorable response of the Settlement Class further
23 confirms that the Settlement is fair, adequate, and reasonable.

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

26 Plaintiff and the Settlement Class, as the prevailing parties in settlement, are entitled to recover
27 their attorneys' fees and costs for their wage claims. *See* Lab. Code §§ 218.5, 226(e) and 2699(g). A fee
28 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*,

1 91 Cal.App.4th at 254 (recognizing the “percentage of recovery” method).

2 Plaintiff has provided written approval of the split of attorneys’ fees in this action. Nguyen Decl.,
3 ¶ 40.

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

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

13 *Id.* at 503 (internal citation omitted); *see also, e.g., Serrano v. Priest*, 20 Cal.3d 25, 34 (1977) (“when a
14 number of persons are entitled in common to a specific fund, and an action brought by a plaintiff or
15 plaintiffs for the benefit of all results in the creation or preservation of that fund, such plaintiff or plaintiffs
16 may be awarded attorney’s fees out of the fund.”); *Serrano v. Unruh*, 32 Cal.3d 621, 627 (1982) (in
17 awarding a fee from the common fund obtained for the benefit of all parties, the trial court acts within its
18 equitable power to prevent the other parties’ unjust enrichment.); *Rawlings v. Prudential-Bache*
19 *Properties, Inc.*, 9 F.3d 513, 516 (6th Cir. 1993) (the percentage of the fund method for calculating
20 attorneys’ fees more accurately reflects the results achieved for the putative class than the lodestar method
21 and “establishes reasonable expectations on the part of plaintiffs’ attorneys as to their expected recovery;
22 and it encourages early settlement, which avoids protracted litigation.”); *In re Rite Aid Corp. Securities*
23 *Litigation*, 396 F.3d 294, 300 (3rd Cir. 2005) (“The percentage-of-recovery method is generally favored
24 in common fund cases because it allows courts to award fees from the fund ‘in a manner that rewards
25 counsel for success and penalizes it for failure.”) (citation omitted).

26 *Laffitte* also held that trial courts have discretion to assess reasonableness of fee awards with tools
27 such as the “lodestar cross-check,” whereby the trial court calculates class counsel’s lodestar (hours
28 worked multiplied by hourly rate) and determines whether the “lodestar multiplier” needed to bring the

1 lodestar on par with the percentage of recovery is reasonable. *Laffitte* at 503-06. While a trial court may
2 utilize the lodestar cross-check, it need not do so. *Id.* at 506 (“[w]e hold further that trial courts have
3 discretion to conduct a lodestar cross-check on a percentage fee, as the court did here; they also retain the
4 discretion to forgo a lodestar cross-check and use other means to evaluate the reasonableness of a
5 requested percentage fee.”)

6 Here, Class Counsel’s fee request of \$214,435.94 (one-third of the Gross Settlement Amount) is
7 fair and reasonable based on a percentage of the recovery confirmed with a lodestar cross-check. First,
8 “regardless whether the percentage method or the lodestar method is used, fee awards in class actions
9 average around one-third of the recovery.” *Chavez v. Netflix, Inc.*, 162 Cal.App.4th 43, 66, n.11 (2008);
10 *see also, e.g., Cicero v. DirectTV, Inc.*, No. EDCV 07-1182, 2010 WL 2991486 at * 7 (C.D. Cal. July 27,
11 2010) (observing that “30-50% [is] commonly awarded in cases in which the common fund is relatively
12 small” and that in California, “courts usually award attorneys’ fees in the 30-40% range in wage and hour
13 class actions...”); *Williams v. Costco Wholesale Corp.*, No. 02-cv-2003 IEG (AJB), 2010 WL 2721452
14 at * 6 (S.D. Cal. July 7, 2010) (collecting cases where courts awarded between 33.33% and 40% in
15 attorneys’ fees in wage and hour class actions). This is also consistent with Class Counsel’s experience
16 in similar wage and hour class action matters. *See* Nguyen Decl., ¶ 31. Thus, the percentage sought by
17 Class Counsel here (the same percentage sought by class counsel in *Laffitte*) is reasonable.

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

26 Under California law, lodestar multipliers can range from 2 to 4 or even higher. *See, e.g., Chavez*,
27 *supra*, 162 Cal.App.4th at 49-50 (approving multiplier of approximately 2.5); *City of Oakland v. Oakland*
28 *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 **\$177,212.50** which results in a multiplier of 1.21 compared to the \$214,435.94 fee request. *See* Nguyen Decl., ¶ 36, Exh. C. 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., at ¶ 33, Exh. D.

Name	Billing Initials	Rate	Hours	Pre-Multiplier Lodestar
Scott M. Lidman (25th Year Attorney)	SML	\$750	46.6	\$34,950
Elizabeth Nguyen (17th Year Attorney)	EN	\$650	100.3	\$65,195
Paul K. Haines (16th Year Attorney)	PKH	\$675	38.4	\$25,920
Milan Moore (7th Year Attorney)	MM	\$450	108.1	\$48,645
Paralegals	DJ	\$175	14.3	\$2,502.50
Total Lodestar				\$177,212.50

The fee award requested here is justified because Class Counsel achieved a significant monetary recovery for the Settlement Class in an uncertain and risky case, while bearing the substantial burdens of representation on a contingency basis, and the fees requested are in line with the market rate. *Vizcaino v. Microsoft Corp.*, 290 F.3d 1043, 1048-51 (9th Cir. 2002) (finding that exceptional results in a contingency case, significant risk and the absence of supporting precedents, are proper considerations in awarding attorneys’ fees). First, Class Counsel negotiated a substantial recovery for the Settlement Class, resulting in a current participation rate of 100%, and not a single Settlement Class Member has validly objected to

1 the Settlement or to Class Counsel's requested fees as of the date of this filing. *See* Hernandez Decl., ¶¶
2 13-15. Additionally, the *average* settlement payment in this case of approximately **\$491.66** is in line
3 with, and above, settlement payments in similar wage and hour class action settlements. *See, e.g.,*
4 *Sorenson v. PetSmart, Inc.*, Case No. 2:06-CV-02674-JAM-DAD (E.D. Cal. 2008) (wage and hour class
5 action settlement approved where average class member recovery was approximately \$60); *Schiller v.*
6 *David's Bridal, Inc.*, No. 1:10-cv-00616-AWI-SKO, 2012 WL 2117001, at *18 (E.D. Cal. 2012) (finding
7 that average payment to class members of less than \$200 was a "good" result); *Williams v. Centerplate,*
8 *Inc.*, Nos. 11-CV-2159-H-KSC, 12-CV-0008-H-KSC, 2013 WL 4525428, at *4 (S.D. Cal. 2013)
9 (granting final approval of class action settlement where average recovery for each class member was
10 approximately \$108). The fact that Class Counsel achieved these results without engaging in a protracted
11 legal battle, in the face of serious defense challenges and an uncertain legal landscape, confirms the
12 strength of the results achieved.

13 As discussed above, this case presented significant risk as to both class certification and merits
14 considerations. Accordingly, it is fair and reasonable to account for these risks in compensating Class
15 Counsel. Class Counsel should also be compensated for the risks involved in undertaking this litigation
16 and expending considerable effort, all while working on a pure contingency basis. Since undertaking
17 representation of Plaintiff, Class Counsel have borne all the costs of litigation without receiving any
18 compensation for over two years of work. Nguyen Decl., ¶ 33. During this time, Class Counsel have
19 expended a total of \$24,974.86 in actual costs and have devoted substantial time to this litigation and
20 expect to incur approximately \$60.00 in future costs for filing the final declaration regarding distribution
21 of settlement, service and messenger fees, and/or postage fees.³ Nguyen Decl., ¶ 33, Exh. B. Class
22 Counsel's efforts have included conducting pre-filing investigation, analyzing Plaintiff's claims,
23 conducting legal research, propounding formal written discovery, reviewing SPS's documents and
24 policies, analyzing Plaintiff's timekeeping data and payroll records, preparing for and attending
25 mediation, negotiating and revising the long-form Settlement, preparing this Motion, opposing
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27
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³ This includes total costs incurred by both law firms.

1 Defendant's Ex Parte Application to modify the Settlement, and otherwise litigating the case. *See* Nguyen
2 Decl., ¶ 32. Moreover, Class Counsel have expended time, effort, and money that they could have
3 expended on less risky cases instead. Given the considerable potential for adverse outcomes in this case,
4 including, but not limited to losing on class certification and/or merits issues, the contingent risk borne
5 by Class Counsel was great. Nguyen Decl., ¶¶ 28-30.

6 Class Counsel's previous experience in litigating wage and hour class actions also supports the
7 reasonableness of the fee request.

8 Class Counsel are well-versed in plaintiff and defense-side wage and hour class action litigation,
9 with substantial experience litigating claims for meal and rest period violations, and related penalties. *See*
10 Nguyen Decl., ¶¶ 3-8; Declaration of Scott M. Lidman ("Lidman Decl."), ¶¶ 3-8; Haines Decl., ¶¶ 3-9.
11 They have been certified as class counsel in numerous other cases. *Id.* Their experience in similar matters
12 was integral in evaluating the strengths and weaknesses of the case against SPS and the reasonableness
13 of the Settlement. *See* Nguyen Decl., ¶ 34. Practice in the narrow field of wage and hour litigation
14 requires skill and knowledge concerning the rapidly evolving substantive state and federal law, as well
15 as the procedural law of class action litigation. *Id.* Because it is reasonable to compensate Class Counsel
16 commensurate with their skill, reputation, and experience, a fee award of one-third of the Gross
17 Settlement Amount is reasonable.

18 Other factors also show that the fee amount requested in this case is reasonable under the
19 circumstances. This case involved nuanced legal issues including questions surrounding the propriety of
20 statutory penalties. Nguyen Decl., ¶¶ 11-25. Thus, Class Counsel's requested fee award is fair,
21 reasonable, and adequate and should be approved.

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

24 Class Counsel have incurred a total of \$25,034.86⁴ in litigation costs. Class Counsel's request is
25 fair, adequate, and reasonable, as all of these costs are documented and reasonably incurred. *See* Nguyen
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⁴ This amount includes the anticipated costs of \$200 for filing fees, service and messenger fees,
expenses for future court appearances, and/or postage.

Decl., ¶ 33; Exh. B. Moreover, the costs Plaintiff seeks are the types of costs routinely approved by courts. *See, e.g., Harris v. Marhoefer*, 24 F.3d 16, 19 (9th Cir. 1994) (counsel should recover “those out-of-pocket expenses that would normally be charged to a fee paying client”); *Ashker v. Sayre*, No. 05-03759 CW, 2011 WL 825713, at * 3 (N.D. Cal. 2011)(“costs of reproducing pleadings, motions and exhibits are typically billed by attorneys to their fee-paying clients” and are reimbursable); *Trustees of Const. Industry & Laborers Health and Welfare Trust v. Redland Ins. Co.*, 460 F.3d 1253, 1258-59 (9th Cir. 2006) (legal research costs are reimbursable); *In re Immune Response Securities Litigation*, 497 F. Supp. 2d 1166, 1177-78 (S.D. Cal. 2007) (mediation expenses, consultant and expert fees, legal research, copies, postage, filing fees, messenger and overnight delivery costs are reimbursable). Because the expense reimbursements requested by Class Counsel were reasonably incurred, and no Settlement Class member has objected to them, Plaintiff respectfully requests the Court should grant the request for actual costs incurred.

E. The Court Should Finally Approve the Requested Administration Costs

Plaintiff also requests that the Court approve \$15,000.00 in administration costs to the Settlement Administrator, ILYM. As detailed in the declaration of Nathalie Hernandez submitted herewith, ILYM performed duties in connection with this Settlement that were integral in effectuating the Settlement and the Notice process. Among other things, ILYM calculated each Settlement Class Member’s individual settlement payment, updated addresses contained in the class data supplied by Defendant, formatted Notices for mailing, translated Notices to Spanish, mailed Notices to all 679 Class Members, kept the parties informed of any objections or requests for exclusion, and have otherwise administered the Settlement. *See Hernandez Decl.*, ¶¶ 2-19. For these reasons, ILYM’s requested costs are fair, reasonable, and adequate, and should be finally approved.

F. Plaintiff’s Requested Enhancement Payment Is Fair, Adequate, and Reasonable in View of Plaintiff’s Efforts and the Risks that She 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).

Here, Plaintiff seeks an enhancement of \$5,000.00 and believes this request is reasonable given Plaintiff's efforts in this case and the risks she undertook on behalf of Class Members. Nguyen Decl., ¶ 41; Declaration of Magdalena Cruz ("Cruz Decl."), ¶¶ 6-9. 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; Cruz Decl., ¶¶ 6-8. Further, Plaintiff understood the risk that she could be liable for SPS's costs if she lost the case and accepted this risk because she wanted SPS to compensate its current and former employees for unpaid wages. In addition, Plaintiff understood that the lawsuit is a matter of public record and being part of the could stigmatize her and/or affect future employment. Cruz Decl., ¶¶ 7-8. Plaintiff estimates he spent approximately 12 hours on activities related to this case. *Id.* Additionally, Plaintiff has agreed to a general release and 1542 waiver. *Id.*

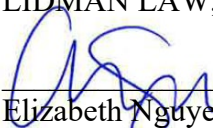
Moreover, after receiving notice of the proposed Class Representative Enhancement for Plaintiff, no Class Member has objected to the proposed award, as of the date of this filing. *See* Hernandez Decl., ¶ 15. Thus, the service award to Plaintiff is appropriate and justified as part of the Settlement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

V. CONCLUSION

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

Based on the terms of the agreement, Plaintiff proposes the deadline to file the Settlement Administrator declaration regarding the disbursement of Settlement be set for **August 4, 2024** and the compliance hearing shall be set for some a date between **August 14, 2024 – August 18, 2024 at 1:30 p.m.**

Dated: October 9, 2023

Respectfully submitted,
LIDMAN LAW, APC
By: 
Elizabeth Nguyen
Attorney for Plaintiff MAGDALENA CRUZ