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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF RIVERSIDE

JOSE CELAYA, as an individual and on behalf
of all others similarly situated,

Plaintiff,

vs.

GLP SERVICES LLC, a Delaware limited
liability company; GREENLEAF POWER LLC,
a Delaware limited liability company; and DOES
1 through 100, inclusive,

Defendants.

Case No. CVRI2101796

*[Assigned to the Honorable Harold W. Hopp in
Dept. 10]*

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

Date: March 14, 2023
Time: 8:30 a.m.
Dept.: 10

Complaint Filed: April 8, 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 March
3 14, 2023 at 8:30 a.m. in Department 10 of the above-entitled Court, located 4050 Main Street, Riverside,
4 California 92501, Plaintiff Jose Celaya (“Plaintiff”), individually and on behalf of a class of similarly
5 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 Jose Celaya as Class Representative for settlement
9 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 Stipulation of Settlement of Class Action and PAGA
14 Settlement (hereinafter the “Settlement”);
- 15 5. Approving an award of \$266,666.67 in attorneys’ fees to Class Counsel;
- 16 6. Approving an award of \$11,492.79 in costs to Class Counsel;
- 17 7. Approving an award of \$6,950.00 in costs to Phoenix Settlement Administrators for its
18 settlement administration services;
- 19 8. Approving a service award of \$5,000.00 to Plaintiff Jose Celaya for his services as Class
20 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 Granting Plaintiff’s Motion for
24 Final Approval of Class Action Settlement and Final Judgment filed concurrently herewith.

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

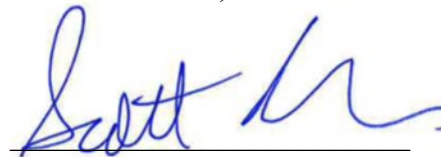
1 Settlement is a fair, adequate, and reasonable compromise of disputed wage and hour claims; (4) the
2 requested awards of attorneys' fees and costs, service award, LWDA payment, and settlement
3 administration costs are all fair, adequate, and reasonable; and (5) in light of the foregoing, the
4 [Proposed]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

7 This Motion is based on this Notice; the attached Memorandum of Points and Authorities; the
8 supporting declarations of Scott M. Lidman, Elizabeth Nguyen, Milan Moore, Paul K. Haines, Plaintiff
9 Jose Celaya¹, Jarrod Salinas of Phoenix Settlement Administrators, and the exhibits attached thereto;
10 the Settlement; all other pleadings and papers on file in this action; and on any further oral or
11 documentary evidence or argument presented at the time of hearing.

12
13 Dated: February 14, 2023

Respectfully submitted,
LIDMAN LAW, APC

14
15 By:



16 Scott M. Lidman
17 Attorney for Plaintiff
18 JOSE CELAYA
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26 _____
27 ¹ The declaration of Plaintiff Jose Celaya was originally filed with this Court in connection with the
28 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 Jose Celaya (“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 GLP
5 Services LLC (“GLP” or “Defendant”) on behalf of the Settlement Class defined as: “All current and
6 former non-exempt, hourly employees who have worked for Defendant GLP Services, LLC in California
7 during the time period of April 8, 2017 through November 14, 2022.” In this non-reversionary Settlement,
8 all participating Settlement Class members will receive **automatic** payments without the need to submit
9 a claim form, resulting in an average settlement payment of approximately \$3,897.38 to each participating
10 Settlement Class member. This is a favorable resolution of the highly disputed wage and hour claims in
11 this case and the significant litigation risks that Plaintiffs faced.

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

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

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

II. FACTUAL AND PROCEDURAL BACKGROUND

In the First Amended Complaint filed on June 14, 2021, Plaintiff alleges that GLP²: (1) failed to pay all minimum wages owed; (2) failed to pay all overtime wages owed; (3) failed to provide all legally required meal periods; (4) failed to authorize and permit all legally required rest periods; (5) failed to timely pay all wages upon termination; (6) engaged in unlawful business practices; and (7) is liable for civil penalties under the Labor Code Private Attorneys General Act of 2004 (“PAGA”). *See* Declaration of Scott M. Lidman (“Lidman Decl.”), ¶ 10.

The Settlement was reached only after the parties mediated the action with Jeffrey A. Ross, a well-respected wage and hour class action mediator. *Id.* In connection with mediation, GLP produced timekeeping and payroll records for Plaintiff and the entire putative class for the time period of January 1, 2018 – March 6, 2022, documents regarding its wage and hour policies, and other information. After research and analysis, including a detailed analysis of GLP’s potential exposure, a mediation was held on April 29, 2022. Ultimately, the Parties agreed on a class-wide resolution, subject to approval by this Court. *Id.*

A. Plaintiff’s Claims

As explained in detail in the Motion for Preliminary Approval, Plaintiff’s primary theories of liability are related to GLP’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., ¶¶ 16-32. Plaintiff alleges that GLP failed to compensate its non-exempt employees for all time worked. Lidman Decl., ¶ 17. Specifically, Plaintiff alleges that GLP required him and other non-exempt employees to complete pre-shift tasks including, without limitation, getting a radio with a charged battery, donning his safety gear including glasses, earplugs and face mask, servicing the machines, and going to the control room. *Id.* Plaintiff further contends that the time during the handoff was also not compensated for the employee coming off work. *Id.* Moreover, Plaintiff alleges that up until approximately June 1, 2021, GLP would unlawfully shave his work time and/or round his work time such that Plaintiff would not be fully paid for all time worked. *Id.*

² On June 27, 2021, pursuant to a request by Plaintiff, the Court in the Action dismissed Greenleaf Power, LLC from the Action without prejudice.

1 Plaintiff alleges that at times during his employment with GLP, he and other non-exempt
2 employees were paid non-discretionary bonuses, (hereinafter the aforementioned forms of pay are
3 collectively referred to as “Incentive Pay”). Lidman Decl., ¶ 19. Specifically, Plaintiff alleges that GLP
4 failed, however, to include the Incentive Pay when calculating the regular rate of pay for purposes of
5 paying Plaintiff and the other non-exempt employees’ overtime wages. *Id.* Accordingly, Plaintiff
6 contends that GLP did not properly calculate the regular rate of pay for Plaintiff and the other non-exempt
7 employees, thereby causing them to be underpaid for all their required overtime wages. *Id.*

8 Plaintiff alleges that he and Settlement Class members were not provided with all legally-required
9 off-duty first meal periods beginning before the end of the fifth hour of work. Lidman Decl., ¶ 21.
10 Specifically, Plaintiff alleges that due to the work demands imposed by GLP, Plaintiff was often
11 prevented from taking meal periods that commenced before the end of the 5th hour of work and/or which
12 were at least 30 minutes in length. *Id.* Based on the timekeeping records produced in connection with
13 mediation, 92% of the shifts were over 6 hours and approximately 63% of the meal enabling shifts had
14 meal periods that appeared to be non-compliant. *Id.*

15 Plaintiff alleges that he and other Settlement Class members were not authorized and permitted to
16 take all required rest periods due to GLP’s unlawful rest period policies and practices that failed to
17 authorize and permit all rest periods for every four hours worked, *or major fraction thereof*. Lidman
18 Decl., ¶ 23. Specifically, Plaintiff alleges that during his employment, GLP maintained a facially
19 unlawful rest period policy that required employees to remain on the premises for rest breaks. *Id.* Plaintiff
20 contends that such alleged rest periods were unlawful, however, as Plaintiff was not relieved of all duties.
21 *Id.*

22 Plaintiff alleges that GLP issued inaccurate wage statements in violation of Labor Code § 226 as
23 a result of the alleged unpaid wages and meal and rest period premium wages described above. Lidman
24 Decl., ¶ 25. Specifically, Plaintiff contends that this conduct violated Labor Code § 226(a) because the
25 wage statements issued to Settlement Class Members did not include all hours worked and the rate at
26 which they were being paid. *Id.*

27 Plaintiff alleges that he and Settlement Class members were also not authorized and permitted to
28 take all required rest periods due to Schumacher’s rest period policies and practices. Lidman Decl., ¶ 27.

Specifically, Plaintiff alleges that Schumacher failed to authorize and permit all rest periods for every four hours worked, *or major fraction thereof*.

Plaintiff alleges that GLP is also liable for waiting time penalties under Labor Code section 203 as a result of its failure to pay all wages. Lidman Decl., ¶ 29. Based on the data provided by GLP, there were approximately 48 Settlement Class members who have separated their employment with GLP during the relevant time period and who could be entitled to waiting time penalties. *Id.*

Plaintiff also seeks civil penalties under the PAGA as a result of the foregoing alleged Labor Code violations. Lidman Decl., ¶ 31. The specific statutory violations upon which Plaintiff bases the claim under PAGA are: (i) Labor Code sections 204, 510, 558, 1194, and 1198 for failing to pay all overtime wages owed; (ii) Labor Code sections 1194 1194.2, 1197 for failing to pay all minimum wages owed; (iii) Labor Code sections 226.7, 512, and 558 for meal period violations; (iv) Labor Code sections 226.7, 516, and 558 for rest period violations; (v) Labor Code section 226(e) for failing to provide accurate, itemized wage statements; (vi) Labor Code section 201 through 203 for failing to pay all wages owed upon termination. *Id.* Based on the data provided by GLP in connection with mediation, there are approximately 67 aggrieved employees and approximately 2,413 pay periods during the relevant time period. *Id.*

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

B. Mediation and Settlement

This Settlement was a result of serious, informed, non-collusive negotiations with the assistance of an experienced class action mediator. After agreeing to participate in early mediation, GLP produced timekeeping and payroll records for Plaintiff and the entire putative class for the time period of January 1, 2018 – March 6, 2022, documents regarding its wage and hour policies, and other information. Lidman Decl., ¶ 11. After the detailed review of the payroll and time records and other documents and policies produced by GLP, Class Counsel drew on their extensive experience in similar cases to assess the strengths and weaknesses of Plaintiff's case. *Id.* This discovery allowed the parties to assess the merits and value

1 of Plaintiff's claims and GLP's defenses thereto, if a settlement could not be reached.

2 On April 29, 2022 after extensive research and analysis, including a detailed analysis of GLP's
3 potential exposure, a full-day mediation was held with Jeffrey A. Ross, a well-respected wage and hour
4 class action mediator. Lidman Decl., ¶ 12. During mediation, the parties vigorously debated their
5 opposing legal positions, the likelihood of certification of Plaintiff's claims, and the legal basis for the
6 claims and defenses for the claims alleged in the operative complaint. *Id.* Thereafter, the parties worked
7 collaboratively in the following weeks to finalize the Settlement. *Id.*

8 C. Preliminary Approval of Settlement

9 Plaintiff submitted the Settlement to the Court with his Motion for Preliminary Approval on
10 September 15, 2022. Lidman Decl., ¶ 13. Plaintiff also submitted the Settlement to the LWDA. Lidman
11 Decl., ¶ 40, Exh. E.

12 On November 14, 2022, the Court granted preliminary approval of the class action settlement.
13 Lidman Decl., ¶ 13, Exh. A (Order Granting Preliminary Approval). Plaintiff submitted to the LWDA
14 the Order Granting Preliminary Approval on February 7, 2023. Lidman Decl., ¶ 41, Exh. F.

15 On December 28, 2022, the Court-approved Notice Packet was sent to 118 Settlement Class
16 members. The Settlement Class members have until February 28, 2023 to submit disputes, objections,
17 and/or requests for exclusion. *See* Declaration of Jarrod Salinas of Phoenix Settlement Administrators
18 ("Salinas Decl."), ¶ 10. As of the date of this filing, there have been **no objections, no disputes** and **no**
19 **opt-outs**. *Id.*, ¶¶ 10-12. Plaintiff will submit a supplemental administrator declaration after the response
20 deadline expires on February 28, 2023 and prior to the Final Fairness Hearing.

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

22 III. SUMMARY OF THE SETTLEMENT AND NOTICE PROCESS

23 A. Settlement Class Definition

24 The Settlement Class approved at the preliminary approval stage encompassed "[a]ll current and
25 former non-exempt, hourly employees who have worked for Defendant GLP Services, LLC in California
26 during the time period of April 8, 2017 through date of preliminary approval." As of the date of
27 Preliminary Approval on November 14, 2022, the total number of workweeks at issue in the Settlement
28 was 12,570. Salinas Decl., ¶ 13. Because the escalator clause was not triggered (it would only be

triggered if the number of workweeks exceeded 13,875 which it did not), the Settlement Class now encompasses: “[a]ll current and former non-exempt, hourly employees who have worked for Defendant GLP Services, LLC in California during the time period of April 8, 2017 through November 14, 2022.”

B. Monetary Terms of the Settlement

The Settlement requires GLP to pay a Gross Settlement Amount (“GSA”) of \$800,000.00. Salinas Decl., ¶ 12. The Net Settlement Amount (“NSA”) is the amount remaining from the GSA after deducting requested attorneys’ fees (\$266,666.67) and verified costs (\$11,492.79), proposed Class Representative Service Award to Plaintiff (\$5,000.00), Settlement Administration costs (\$6,950.00), and PAGA payment to the LWDA (\$37,500.00). Based on these requested amounts, the NSA is calculated to be approximately \$472,390.54. Salinas Decl., ¶ 14; Lidman Decl., ¶ 37, Exh. B.

From the Net Settlement Amount, the Settlement Administrator will calculate each Settlement Class member’s Settlement Award based on the following formula: each participating Settlement Class Member shall receive a proportionate settlement share based upon the number of workweeks the Settlement Class Member worked during the Class Period, the numerator of which is the Settlement Class Member’s total workweeks worked during the Class Period, and the denominator of which is the total workweeks worked by all Settlement Class Members (who do not opt out) who worked during the Class Period. Settlement, ¶ 5.B.

Twelve Thousand Five Hundred Dollars and Zero Cents (\$12,500.00) of the Gross Settlement Amount has been designated as the “PAGA Amount” as described above. Each Settlement Class Member (including those who opt-out) who was employed by Defendant at any time during the PAGA Period shall receive a portion of the PAGA Amount proportionate to the number of workweeks that he or she worked as a non-exempt employee during this time period. Each PAGA Employee who worked during this time period shall receive a portion of the PAGA Amount, and which will be calculated by multiplying the PAGA Amount by a fraction, the numerator of which is the PAGA Employee’s number of workweeks worked as a non-exempt, hourly employee during the PAGA Period, and the denominator of which is the total number of workweeks worked by all PAGA Employees as non-exempt, hourly employees during the PAGA Period. Settlement, ¶ 5.C.

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1 For purposes of calculating applicable taxes and withholdings, each Settlement Award shall be
2 allocated as follows: seventy-five percent (75%) as wages; and twenty-five percent (25%) as penalties
3 and interest. Settlement, ¶ 5.E.

4 **C. Summary of Notice Process**

5 **1. *Mailing of Notice Packets***

6 On December 2, 2022 and December 19, 2022, GLP provided Phoenix Settlement Administrators
7 (“PSA”) with the names, last known addresses, phone numbers, social security numbers, the number of
8 workweeks worked (or information allowing the Settlement Administrator to calculate same) as an
9 hourly, non-exempt employee by each Settlement Class member while employed during the Class Period
10 and PAGA Period. Salinas Decl., ¶ 3 and 4. After performing address updates and verifications, PSA
11 mailed the Class Notice to the 118 Settlement Class members on December 28, 2022. *Id.*, ¶ 6. Following
12 the initial mailing, 7 Class Notices were returned to PSA as undeliverable. *Id.*, ¶ 8. As a result of a skip
13 trace, forwarding address provided by the Post Office, or re-mail requests from Counsel or Class
14 Members, 5 Class Notices were re-mailed. *Id.*, ¶ 8. As of the date of filing this final approval motion, 1
15 Class Notice remain undeliverable with no forwarding address, and where no new address could be
16 located through skip trace. *Id.*, ¶ 9.

17 Settlement Class members had until February 28, 2023 to submit objections, requests for
18 exclusion, or disputes. Salinas Decl., ¶ 8.

19 As of the date of this filing, there were no objections, no disputes, and no Settlement Class member
20 has elected to opt-out of the Settlement. *Id.*, ¶¶ 10-12. Accordingly, as of the date of this Motion, the
21 participation rate amongst the Settlement Class members is 100% and the average estimated payment is
22 \$3,897.38, with the highest estimated payment to a Settlement Class member being \$10,683.22. *Id.*, ¶¶
23 14-15.

24 **D. Timing of Payments**

25 The Gross Settlement Amount shall be paid by Defendant and deposited with the Settlement
26 Administrator within 30 days of the Effective Date. The term “Effective Date” refers to the date upon
27 which both of the following have occurred: (i) final approval of the settlement is granted by the Superior
28 Court of California for the County of Riverside, or other court assuming jurisdiction of this matter, and

(ii) the Court’s Judgment approving the settlement becomes Final. “Final” shall mean the latest of: (i) if there is an appeal of the Court’s Judgment, the date the Judgment is affirmed on appeal, the date of dismissal of such appeal, or the expiration of the time to file a petition for writ of certiorari to the California Supreme Court, or, (ii) if a petition for writ of certiorari is filed, the date of denial of the petition for writ of certiorari, or the date the Judgment is affirmed pursuant to such petition; or (iii) if no appeal is filed, the expiration date of the time for filing or noticing any appeal of the Judgment. Settlement, ¶ 4.B.

E. Uncashed Funds

Each member of the Settlement Class who receives a Settlement Award must cash the check(s) within 180 days from the date the Settlement Administrator mails it/them. Any funds payable to Settlement Class members whose checks were not cashed within 180 days after mailing will escheat to the California Secretary of State- Unclaimed Property Fund under the unclaimed property laws in the name of the Settlement Class member. Settlement ¶ 5.F; Lidman Decl., ¶ 34.

F. Notice of Judgment

As stated in the Notice of Pendency of Class Action and Proposed Settlement mailed to Settlement Class members, the final judgment entered by the Court will be posted by the Settlement administrator on the Settlement Administrator’s website at www.phoenixclassaction.com/celaya-v-glp-services/. See Salinas Decl., Exh. A.

IV. ARGUMENT

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

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

Here, this Court found that the Settlement Class meets all the requirements for class certification

1 for settlement purposes when it granted preliminary approval of the Settlement on November 14, 2022.
2 *See* Lidman Decl., ¶ 13; Exh. A. Subsequent to the Court’s order granting preliminary approval, no events
3 have cast doubt on the propriety of this determination, and in fact, the reaction of the Settlement Class
4 members thus far to the Settlement has been strongly in support of the Settlement, with no Settlement
5 Class members objecting to any portion of the Settlement and no Settlement Class members electing to
6 opt-out of the Settlement. *See* Salinas Decl., ¶¶ 10-12. This Court should therefore confirm its conditional
7 certification of the Settlement Class.

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

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

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

22 A settlement is presumptively fair where it is reached through arm’s-length bargaining, based on
23 sufficient discovery and investigation to allow counsel and the court to act intelligently, counsel is
24 experienced in similar litigation, and the percentage of objectors to the settlement is small. *Dunk v. Ford*
25 *Motor Co.*, 48 Cal.App.4th 1794, 1802 (1996). In deciding whether to approve a proposed settlement, a
26 trial court has broad powers to determine if the proposed settlement is fair under the circumstances of the
27 case. *Mallick v. Superior Court*, 89 Cal.App.3d 434, 438 (1979). In exercising these powers, the
28 overriding concern is to ensure that a proposed settlement is “fair, adequate, and reasonable.” *Dunk*,

1 *supra*, 48 Cal.App.4th at 1801 (internal quotations omitted). Relevant factors for the Court to consider
2 include, but are not limited to:

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

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

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

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

24 As detailed in Plaintiff’s Motion for Preliminary Approval, there is significant risk of non-
25 certification and/or not prevailing on the merits with respect to each of Plaintiff’s claims. For example,
26 with respect to Plaintiff’s claim that GLP failed to pay for all hours worked, GLP contends that it
27 compensated non-exempt employees for all of their time worked. Lidman Decl., ¶ 18. GLP also contends
28 that its timekeeping and payroll documents produced in connection with mediation demonstrate that

employees were paid to the minute. GLP contends its timekeeping practices and policies were lawful and any unpaid time was *de minimis* and therefore non-compensable. *Id.* GLP also asserts that Plaintiff would be unable to certify a rounding claim given the individualized inquiries that would be required. *Id.*

As for Plaintiff's miscalculation of regular rate claim, GLP contends that Settlement Class members received all overtime wages to which they were entitled. Lidman Decl., ¶ 20. GLP further counters that any bonuses paid to putative class members during the relevant time period were discretionary and did not to be included in the regular rate of pay for overtime purposes. *See* 29 C.F.R. §§778.208, 778.211 (excluding "discretionary" bonuses from the regular rate); *see also* DLSE Manual § 49.1.2.4(3) (bonuses are discretionary, and therefore excludable, if "both the fact that payment is to be made and the amount of the payment" are discretionary). *Id.*

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

As for Plaintiff's rest period claim, GLP contends it has always maintained and enforced lawful rest period policies and practices, and that Settlement Class Members were authorized and permitted to take all off-duty rest periods in compliance with California law. Lidman Decl., ¶ 24. Further, GLP argues that Plaintiff's rest period claims are inherently unsuited for class treatment as it requires an individualized inquiry into whether each Settlement Class member was in fact authorized and permitted to take a compliant rest period, which would devolve into an unmanageable series of mini-trials. *Id.*

As for Plaintiff's wage statement claim, GLP argues that meal and rest period claims cannot

1 support a claim for wage statement penalties after *Naranjo v. Spectrum Security Services, Inc.*, review
2 granted³, (2019) 40 Cal. App. 5th 444 and *Kirby v. Immoos Fire Protection, Inc.* (2012) 53 Cal.4th 1244
3 (see, e.g., *Jones v. Spherion Staffing*, No. LA-CV-11-06462-JAK(JCx) (C.D. Cal. 2012) 2012 WL
4 3264081 at **8-9). Lidman Decl., ¶ 26. GLP further argues that its alleged wage statement violations
5 could not be shown to be “knowing and intentional,” and that Plaintiff cannot show that he or any other
6 employee “suffer[ed] injury” as a result of the alleged wage statement violations, as required by Lab.
7 Code § 226(e) for imposition of penalties. *Id.*

8 As for Plaintiff’s waiting time penalties claim, GLP asserts it has strong defenses to the waiting
9 time claim because there exist good-faith disputes as to Plaintiff’s underlying claims, precluding
10 imposition of penalties. Lidman Decl., ¶ 28. *See also* 8 Cal. Code Regs. § 13520 (a “good faith dispute
11 that any wages are due will preclude imposition of waiting time penalties”); *Kao v. Joy Holiday*, 12
12 Cal.App.5th 947, 963 (2017) (holding that “good faith dispute” over whether employee was exempt
13 precluded imposition of waiting time penalties over contested wages owed). *Id.*

14 As for Plaintiff’s claim for PAGA penalties, GLP argues that Plaintiff’s PAGA claim will fail for
15 the same reasons that her underlying claims will fail. Lidman Decl., ¶ 30. GLP also maintains that, given
16 its good faith defenses, this Court would exercise its discretion to substantially reduce any PAGA
17 penalties if it were to find GLP liable for any of Plaintiff’s claims. *Id.* GLP further alleges that none of
18 the violations would be deemed knowing and intentional as there is no evidence to suggest GLP
19 intentionally violated the Labor Code and that GLP’s policies and procedures demonstrate that GLP acted
20 in good faith regard to paying the putative class members all wages due. For these reasons, GLP asserts
21 that the Court would drastically reduce any award of PAGA penalties as “confiscatory.” *See* Lab. Code
22 § 2699(e)(2); *Thurman v. Bayshore Transit Mgmt., Inc.* (2012) 203 Cal.App.4th 1112, 1135 (affirming
23 reduction of PAGA penalties); *Fleming v. Covidien Inc.* (C.D. Cal. 2011) Case No. ED CV10-01487
24 RGK (OPx), 2011 WL 7563047, at *4 (reducing PAGA penalties from \$2.8 million to \$500,000). *Id.*

25 These considerations, not only bore heavily on the negotiations leading to the Settlement, but also
26 confirm that the Settlement is fair, adequate, and reasonable compromise in view of the risks of further
27

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

1 litigation. As detailed in Plaintiff’s Motion for Preliminary Approval, Plaintiff carefully vetted the claims
2 at issue and conducted a detailed statistical analysis of class-wide data to arrive at the calculated damages
3 figures. Thus, while these risks are far from exhaustive, they demonstrate that the Settlement is fair,
4 adequate, and reasonable in view of them.

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

8 Individual settlement payments will be calculated based on the number of workweeks worked by
9 each Settlement Class member. See Settlement ¶ 5.B. This method of distribution compensates
10 Settlement Class members based on the estimated extent of their injuries, as Settlement Class members
11 who worked more workweeks, would have been subject to more of the alleged wage and hour violations
12 than those who worked fewer shifts. Thus, the formula for compensating Settlement Class members is
13 fair, adequate, and reasonable, as it is tethered to the damages and penalties that could be recovered by
14 them.

15 **3. The 100% Participation Rate Further Confirms that the Settlement is Fair,**
16 **Adequate, and Reasonable**

17 Class members’ response to a settlement is relevant in evaluating whether it merits final approval.
18 *Dunk, supra*, 48 Cal.App.4th at 1801. The lack of objections and requests for exclusion supports a
19 fairness presumption. See *7-Eleven Owners for Fair Franchising v. Southland Corp.* (2000) 85
20 Cal.App.4th 1135, 1152-53 (finding 9 objections and 80 opt-outs from a class of 5,454 showed a
21 “particularly impressive” favorable response from class members). Here, as of the filing of this Motion,
22 not a single Settlement Class member has objected to the Settlement, no Settlement Class member has
23 elected to opt-out, and 1 of the 118 Notice Packets were returned undeliverable. Salinas Decl., ¶¶ 8-9.
24 The extremely favorable response of the Settlement Class further confirms that the Settlement is fair,
25 adequate, and reasonable.

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

28 Plaintiff and the Settlement Class, as the prevailing parties in settlement, are entitled to recover

1 their attorneys’ fees and costs for their wage claims. *See* Lab. Code §§ 218.5, 226(e) and 2699(g). A fee
2 award is justified where the legal action has produced its benefits by way of a voluntary settlement. *See*,
3 *e.g.*, *Maria P. v. Riles*, 43 Cal.3d 1281, 1290-91 (1987); *Westside Community for Independent Living*,
4 *Inc. v. Obledo*, 33 Cal.3d 348, 352-53 (1983). When a settlement results in a common fund for the benefit
5 of a class, class counsel may be awarded fees as a percentage of the common fund. *See Wershba, supra*,
6 91 Cal.App.4th at 254 (recognizing the “percentage of recovery” method). The California Supreme Court
7 confirmed in *Laffitte v. Robert Half Int’l, Inc.*, 1 Cal.5th 480, 506 (2016), that “[t]he percentage of fund
8 method survives in California class action cases.” Specifically, the *Laffitte* Court held:

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

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

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

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

8 Here, Class Counsel’s fee request of \$266,666.67 (one-third of the Gross Settlement Amount) is
9 fair and reasonable based on a percentage of the recovery confirmed with a lodestar cross-check. First,
10 “regardless whether the percentage method or the lodestar method is used, fee awards in class actions
11 average around one-third of the recovery.” *Chavez v. Netflix, Inc.*, 162 Cal.App.4th 43, 66, n.11 (2008);
12 *see also, e.g., Cicero v. DirectTV, Inc.*, No. EDCV 07-1182, 2010 WL 2991486 at * 7 (C.D. Cal. July 27,
13 2010) (observing that “30-50% [is] commonly awarded in cases in which the common fund is relatively
14 small” and that in California, “courts usually award attorneys’ fees in the 30-40% range in wage and hour
15 class actions...”); *Williams v. Costco Wholesale Corp.*, No. 02-cv-2003 IEG (AJB), 2010 WL 2721452
16 at * 6 (S.D. Cal. July 7, 2010) (collecting cases where courts awarded between 33.33% and 40% in
17 attorneys’ fees in wage and hour class actions). This is also consistent with Class Counsel’s experience
18 in similar wage and hour class action matters. *See* Lidman Decl., ¶ 33. Thus, the percentage sought by
19 Class Counsel here (the same percentage sought by class counsel in *Laffitte*) is reasonable.

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

28 Under California law, lodestar multipliers can range from 2 to 4 or even higher. *See, e.g., Chavez*,

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

In this case, Class Counsel have a lodestar of \$164,610.00 which results in a multiplier of approximately 1.62 compared to the \$266,666.67 fee request. Lidman Decl., ¶ 37, Exh. C. 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 ¶ 38, Exh. D.

Name	Billing Initials	Rate	Hours	Pre-Multiplier Lodestar
Scott M. Lidman (22nd Year Attorney)	SML	\$750	88.8	\$66,600.00
Elizabeth Nguyen (15th Year Attorney)	EN	\$650	39.8	\$25,870.00
Paul K. Haines (14th Year Attorney)	PKH	\$675	28.9	\$19,507.50
Milan Moore (5th Year Attorney)	MM	\$450	112.1	\$50,445.00
Paralegals	DJ	\$175	12.5	\$2,187.50
Total Lodestar				\$164,610.00

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.*

1 *Microsoft Corp.*, 290 F.3d 1043, 1048-51 (9th Cir. 2002) (finding that exceptional results in a contingency
2 case, significant risk and the absence of supporting precedents, are proper considerations in awarding
3 attorneys' fees). First, Class Counsel negotiated a substantial recovery for the Settlement Class, resulting
4 in a current participation rate of 100%, and not a single Settlement Class member has objected to the
5 Settlement or to Class Counsel's requested fees as of the date of this filing. *See* Salinas Decl., ¶¶ 8-10.
6 Additionally, the *average* settlement payment in this case of approximately \$3,897.38 is in line with, and
7 above, settlement payments in similar wage and hour class action settlements. *See, e.g., Sorenson v.*
8 *PetSmart, Inc.*, Case No. 2:06-CV-02674-JAM-DAD (E.D. Cal. 2008) (wage and hour class action
9 settlement approved where average class member recovery was approximately \$60); *Schiller v. David's*
10 *Bridal, Inc.*, No. 1:10-cv-00616-AWI-SKO, 2012 WL 2117001, at *17 (E.D. Cal. 2012) (finding that
11 average payment to class members of less than \$200 was a "good" result); *Williams v. Centerplate, Inc.*,
12 Nos. 11-CV-2159-H-KSC, 12-CV-0008-H-KSC, 2013 WL 4525428, at *4 (S.D. Cal. 2013) (granting
13 final approval of class action settlement where average recovery for each class member was
14 approximately \$108). The fact that Class Counsel achieved these results without engaging in a protracted
15 legal battle, in the face of serious defense challenges and an uncertain legal landscape confirms the
16 strength of the results achieved.

17 As discussed above, this case presented significant risk as to both class certification and merits
18 considerations. Accordingly, it is fair and reasonable to account for these risks in compensating Class
19 Counsel. Class Counsel should also be compensated for the risks involved in undertaking this litigation
20 and expending considerable effort, all while working on a pure contingency basis. Since undertaking
21 representation of Plaintiff, Class Counsel have borne all the costs of litigation without receiving any
22 compensation for over two years of work. Lidman Decl., ¶ 34. During this time, Class Counsel have
23 expended \$11,292.79, in actual costs, have devoted substantial time to this litigation and expect to incur
24 approximately \$200.00 in future costs for filing the instant motion, filing the final declaration regarding
25 distribution of settlement, service and messenger fees, postage fees, parking, mileage, and/or costs for
26 future appearances. Lidman Decl., ¶ 35, Exh. B. Class Counsel's efforts have included conducting pre-
27 filing investigation, analyzing Plaintiff's claims, conducting legal research, reviewing GLP's documents
28 and policies, analyzing timekeeping data and payroll records, creating a comprehensive damages model,

1 preparing for and attending mediation, negotiating and preparing the long-form settlement agreement,
2 preparing the Motions for Preliminary and Final Approval, overseeing the settlement administration
3 process, and otherwise litigating this case. *See* Lidman Decl., ¶ 34. Given the considerable potential for
4 adverse outcomes in this case, including, but not limited to losing on class certification and/or merits
5 issues., the contingent risk borne by Class Counsel was great. Lidman Decl., ¶ 36.

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

17 Other factors also show that the fee amount requested in this case is reasonable under the
18 circumstances. This case involved nuanced legal issues including questions surrounding Stratasys’
19 obligation to “provide” meal periods and “authorize and permit” rest periods, and the propriety of
20 statutory penalties, to name just a few. Lidman Decl., ¶¶ 17-30. Thus, Class Counsel’s requested fee
21 award is fair, 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 seek reimbursement of \$11,492.79 (including anticipatory fees and expenses
25 related to the instant motion and other future activity in this case) in litigation costs. Class Counsel’s
26 request is fair, adequate, and reasonable, as all of these costs are documented and reasonably incurred.
27 *See* Lidman Decl., ¶ 35; Exh. B. Moreover, the costs Plaintiff seeks are the types of costs routinely
28

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 \$6,950.00 in administration costs to the Settlement Administrator, PSA. As detailed in the declaration of Jarrod Salinas on Behalf of PSA submitted herewith, PSA performed duties in connection with this Settlement that were integral in effectuating the Settlement and the Notice process. Among other things, PSA calculated each Settlement Class member’s individual settlement payment, updated addresses contained in the class data supplied by Schumacher, formatted and the Notice Packets for mailing, mailed Notice Packets to all 118 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* Salinas Decl., ¶¶ 2-16.

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

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

Courts routinely approve service payments to compensate named plaintiffs for the services they provide and the risks they incur during class action litigation. *See, e.g., Bell v. Farmers Ins. Exchange*,

1 115 Cal.App.4th 715, 726 (2004) (upholding “service payments” to named plaintiffs for their efforts in
2 bringing the case); *Van Vranken v. Atlantic Richfield Co.*, 901 F. Supp. 294 (N.D. Cal. 1995) (approving
3 \$50,000 service payment).

4 Here, Plaintiff seeks a service award of \$5,000.00, and believes this request is reasonable given
5 Plaintiff’s efforts in this case and the risks he undertook on behalf of Settlement Class members. Lidman
6 Decl., ¶ 42; Declaration of Jose Celaya (“Celaya Decl.”), ¶ 7; Plaintiff gathered documents for use in the
7 lawsuit, and attended several meetings with Class Counsel discussing the case, the merits, the defenses,
8 and the overall fairness of the settlement reached. *See* Lidman Decl., ¶ 42; Celaya Decl., ¶ 8. The class
9 has benefited from Plaintiff’s actions as the average settlement amount is **\$3,897.38**. Further, Plaintiff
10 understood the risk that he could be liable for GLP’s costs if he lost the case and accepted this risk because
11 he wanted GLP to compensate its current and former employees for unpaid wages. In addition, Plaintiff
12 understood that the lawsuit is a matter of public record and being part of the lawsuit could stigmatize him
13 and/or affect future employment. Celaya Decl., ¶ 8. Plaintiff estimates he spent approximately 15 to 20
14 hours on activities related to this case. *Id.* at ¶ 9.

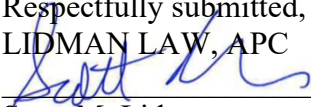
15 In addition, Plaintiff feared that it would be difficult for him to get a similar job in the future as
16 employers might not want to hire him after bringing suit against his former employer. *Id.* at ¶ 8. Despite
17 his fears, Plaintiff undertook these risks in order benefit the class.

18 Moreover, after receiving notice of the proposed Class Representative Service Award for Plaintiff,
19 no Settlement Class member has objected to the proposed award, as of the date of this filing. *See* Salinas
20 Decl., ¶¶ 8-12. Thus, the service award to Plaintiff is appropriate and justified as part of the Settlement
21 and should be finally approved.

22 **V. CONCLUSION**

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

26 Dated: February 14, 2023

27 By: 
28 Respectfully submitted,
LIDMAN LAW, APC
Scott M. Lidman
Attorney for Plaintiff
JOSE CELAYA