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

ENEDINA SANCHEZ DE SEGURA, as an
individual and on behalf of all others similarly
situated,

Plaintiff,

vs.

KELCOURT PLASTICS, INC., a California
corporation; and DOES 1 through 100,
inclusive,

Defendant.

Case No. 30-2021-01219806-CU-OE-CXC

*[Assigned for all purposes to the Hon. Randall J.
Sherman, Dept. CX105]*

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

Date: March 29, 2024
Time: 10:00 a.m.
Dept.: CX105

*[Complaint Filed: September 3, 2021]
[FAC Filed: November 19, 2021]*

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

PLEASE TAKE NOTICE that pursuant to Rule 3.769 of the California Rules of Court, on March 29, 2024 at 10:00 a.m. in Department CX105 of the above-entitled Court, located at 751 West Santa Ana Blvd., Santa Ana, California 92701, Plaintiff Enedina Sanchez de Segura (“Plaintiff”), individually and on behalf of a class of similarly situated individuals, will and hereby does move this Court for:

1. Confirming the certification of the Settlement Class for settlement purposes under Section 382 of the California Code of Civil Procedure;
2. Confirming the appointment of Plaintiff Enedina Sanchez de Segura as Class Representative for settlement purposes;
3. Confirming the appointment of Scott M. Lidman and Milan Moore of Lidman Law, APC, and Paul Haines of Haines Law Group, APC, as Class Counsel for settlement purposes;
4. Granting final approval of the Stipulation of Settlement and Amendment to Stipulation of Settlement (“Settlement”);
5. Approving an award of \$750,000.00 in attorneys’ fees to Class Counsel;
6. Approving an award of \$17,146.20 in costs to Class Counsel;
7. Approving an award of \$10,750.00 in costs to Phoenix Settlement Administrators (“Phoenix”) for its settlement administration services;
8. Approving a representative payment of \$10,000.00 to Plaintiff Enedina Sanchez de Segura for her services as Class Representative;
9. Approving an award of \$112,500.00 to the Labor & Workforce Development Agency (“LWDA”); and
10. Entering final judgment in the form of the [Proposed] Order of Final Approval of Class Action Settlement and Final Judgment filed concurrently herewith.

This Motion is based on this notice of motion, the attached memorandum of points and authorities attached hereto, the declarations of Scott M. Lidman, Paul K. Haines, Milan Moore, Plaintiff Enedina

1 Sanchez de Segura¹ and Taylor Mitzner of Phoenix Settlement Administrators, and the exhibits attached
2 thereto, the pleadings and other papers filed in this action, and on any further oral or documentary
3 evidence or argument presented at the time of hearing.

4
5 Dated: March 7, 2024

Respectfully submitted,
LIDMAN LAW, APC

6
7 By:



8 Scott M. Lidman
9 Attorney for Plaintiff
ENEDINA SANCHEZ DE SEGURA

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28 ¹ The declaration of Plaintiff 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 his declaration with the instant Motion.

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1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. INTRODUCTION**

3 Plaintiff Enedina Sanchez de Segura (“Plaintiff”) submits this memorandum of points and
4 authorities in support of the motion for final approval of the class action settlement (the “Settlement”)
5 with Defendant Kelcourt Plastics, Inc. (hereinafter “Kelcourt” or “Defendant”) on behalf of the
6 Settlement Class defined as:

7 All current and former non-exempt, hourly employees of Defendant Kelcourt
8 Plastics, Inc. who worked at any time in California during the Class Period, except
9 for non-exempt, hourly employees who both: (a) worked at Defendant’s facility
10 located in San Diego, California; and (b) signed a Separation Agreement and
11 General Release of All Claims in connection with the reductions in force at the San
12 Diego facility between 2017 and August 31, 2020.

13 The “Class Period” is defined as September 3, 2017 through March 11, 2023.

14 In this non-reversionary Settlement, all participating Class Members will receive **automatic**
15 payments without the need to submit a claim form, resulting in an average settlement payment of
16 approximately **\$5,105.46** to each participating Settlement Class member. This is a favorable resolution
17 of the highly disputed wage and hour claims in this case and the significant litigation risks that Plaintiff
18 faced. Since this Court granted preliminary approval on November 3, 2023, nothing has changed to
19 impact the propriety, fairness, adequacy and reasonableness of the Settlement. In addition, after receiving
20 notice of the Settlement and of their projected Settlement payments, no Settlement Class members have
21 opted out of the Settlement and not a single Class Member filed a valid objection to any portion of the
22 Settlement.

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

II. FACTUAL AND PROCEDURAL BACKGROUND

On September 3, 2021, Plaintiff filed a putative class action complaint against Kelcourt in Orange County Superior Court. Declaration of Scott M. Lidman (“Lidman Decl.”), ¶ 10. On November 19, 2021, Plaintiff filed a First Amended Complaint against Defendant. *Id.* On May 25, 2023, pursuant to an Order from the court Plaintiff filed a Second Amended Class and Representative Action Complaint. Therefore, Plaintiff’s operative Second Amended Complaint alleges that Kelcourt: failed to pay all overtime wages owed; (2) failed to provide all legally required meal periods; (3) failed to authorize and permit all legally required rest periods; (4) failed to provide accurate, itemized wage statements; (5) failed to pay all wages owed upon termination; (6) engaged in unlawful business practices; and (7) is liable for civil penalties under the PAGA. *Id.*

A. Plaintiff’s Claims

As explained in detail in the Motion for Preliminary Approval, Plaintiff’s primary theories of liability are related to Kelcourt’s alleged unlawful wage and timekeeping policies and practices. Lidman Decl., ¶¶ 11-22. Plaintiff alleges she and the other Settlement Class Members were not fully compensated for all of their time worked. Lidman Decl., ¶ 11. Specifically, Plaintiff alleges that throughout the relevant time period, she and the other non-exempt employees received shift premium pay, meal period premium pay, and/or other forms of pay not excludable as a matter of law when calculating an employee’s regular rate (“Incentive/Shift Pay”). *Id.* Plaintiff alleges that Kelcourt failed, however, to include the Incentive/Shift Pay when calculating the regular rate of pay for purposes of paying Plaintiff and the other Settlement Class Members’ overtime wages. *Id.* Accordingly, Plaintiff contends that Kelcourt did not properly calculate the regular rate of pay for Plaintiff and the other Settlement Class Members, thereby causing them to be underpaid for all their required overtime wages. *Id.*

Plaintiff alleges that she and the Settlement Class Members were not provided with all legally-compliant first meal periods beginning before the end of the fifth hour of work. Lidman Decl., ¶ 13. Specifically, Plaintiff alleges that Kelcourt’s written policy prohibited its employees from leaving the work premises in violation of California law. Moreover, as a result of Kelcourt’s rounding policies and practices, at least for a portion of the relevant time period, Plaintiff alleges that Kelcourt rounded Plaintiff’s and the other non-exempt employees’ meal periods in violation of California law. *Id.*

1 Additionally, Plaintiff contends that Kelcourt failed to provide second meal periods and that the
2 timekeeping records will support Plaintiff's contentions that meal periods were not provided during the
3 relevant time period were over 10.0 hours. *Id.*

4 Plaintiff alleges that she and Settlement Class Members were also not authorized and permitted
5 to take all required rest periods due to Kelcourt's rest period policies and practices. Lidman Decl., ¶ 15.
6 Specifically, Plaintiff alleges that in order to receive a paid rest period, Kelcourt prohibited its employees
7 from leaving the work premises. Thus, Plaintiff alleges that she and other non-exempt employees
8 experienced at least one rest period violation on every shift worked in excess of 3.5 hours, which was
9 approximately 65,847 shifts. *Id.*

10 Plaintiff further alleges that Kelcourt issued inaccurate wage statements in violation of Labor
11 Code § 226 as a result of the alleged unpaid wages and meal and rest period premium wages described
12 above. Lidman Decl., ¶ 17. Specifically, Plaintiff contends that this conduct violated Labor Code §
13 226(a) because the wage statements issued to Settlement Class Members did not include all hours worked
14 and the rate at which they were being paid. *Id.* There were approximately 3,730 wage statements issued
15 during the relevant time period. *Id.*

16 Plaintiff alleges that Kelcourt is also liable for waiting time penalties under Labor Code section
17 203 as a result of its failure to pay all wages. Lidman Decl., ¶ 19. Based on the data provided by Kelcourt,
18 there were approximately 173 Settlement Class Members who have separated their employment with
19 Kelcourt during the relevant time period who could be entitled to waiting time penalties. *Id.*

20 Plaintiff also seeks civil penalties under the PAGA as a result of the foregoing alleged Labor Code
21 violations. Lidman Decl., ¶ 21. Plaintiff calculated Kelcourt's maximum exposure at \$2,840,000 based
22 on each unique Labor code violation for failure to pay all overtime wages due, meal period violations,
23 rest period violations, and wage statement violations. *Id.*

24 **B. Mediation and Settlement**

25 In the instant action, the Parties have engaged in formal discovery. Lidman Decl., ¶ 24. On
26 November 12, 2021, Plaintiff served the following written discovery on Defendant: Form
27 Interrogatories—Employment Law (Set One), Form Interrogatories—General (Set One), Requests for
28 Production of Documents (Set One), Special Interrogatories (Set One), and Special Interrogatories (Set

Two). On December 17, 2021, Defendant served its objections to Plaintiff's Special Interrogatories (Set One). On January 31, 2022, Defendant served its responses and objections to Plaintiff's Form Interrogatories—Employment Law (Set One), Form Interrogatories—General (Set One), Requests for Production of Documents (Set One), and Special Interrogatories (Set Two), and produced documents in response to Plaintiff's Requests for Production of Documents (Set One). On May 2, 2022, Defendant served further responses to Plaintiff's Form Interrogatories—Employment Law (Set One), and Requests for Production of Documents (Set One). *Id.*

On November 24, 2021, Defendant served on Plaintiff Form Interrogatories—Employment Law (Set One) and Form Interrogatories—General (Set One). On January 31, 2022, Plaintiff served her responses and objections to Defendant's Form Interrogatories—Employment Law (Set One) and Form Interrogatories—General (Set One). On May 2, 2022, Plaintiff served further responses to Defendant's Form Interrogatories—Employment Law (Set One) and Form Interrogatories—General (Set One). *Id.*

On April 13, 2022, Plaintiff served Requests for Production of Documents (Set Two), Form Interrogatories—General (Set Two), and Requests for Admission (Set One). On May 17, 2022, Defendant served responses to Plaintiff's Requests for Production of Documents (Set Two), Form Interrogatories—General (Set Two), and Requests for Admission (Set One). *Id.*

On May 24, 2022, Plaintiff served Form Interrogatories—Employment Law (Set Two) and Requests for Production of Documents (Set Three). On August 26, 2022, Defendant served responses to Plaintiff's Form Interrogatories—Employment Law (Set Two) and Requests for Production of Documents (Set Three). *Id.*

The *Belair-West* notice process has been completed and the contact information for the putative class members who did not opt out was provided on April 28, 2022. *Id.*

Then after agreeing to participate in mediation, Kelcourt informally produced the time records and payroll data for Plaintiff and the putative class members, its wage and hour policies and other relevant documents and information relevant to the claims alleged in advance of mediation. *Id.* After the detailed review of the payroll and time records and other documents and policies produced by Kelcourt, 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 of Plaintiff's claims

1 and Kelcourt’s defenses thereto, if a settlement could not be reached. *Id.*

2 On December 6, 2022, after research and analysis, a mediation was held with Jeffrey A. Ross,
3 Esq. a well-respected wage and hour class action mediator. Lidman Decl., ¶ 25. During mediation, the
4 Parties vigorously debated their opposing legal positions, the likelihood of certification of Plaintiff’s
5 claims, and the legal basis for the claims and defenses. *Id.* The Parties did not settle at mediation and
6 continued to discussions with the assistance of the mediator. Ultimately, the parties agreed in principle
7 on a class-wide resolution. *Id.* In the weeks that followed, the parties finalized the terms of settlement
8 and executed the Stipulation of Class and PAGA Action Settlement (“Settlement”). *Id.*

9 **C. Preliminary Approval of Settlement**

10 Plaintiff submitted the Settlement to the Court with her Motion for Preliminary Approval on May
11 15, 2023. Lidman Decl., ¶ 26. On November 3, 2023, the Court issued an order Granting Preliminary
12 Approval of the Settlement. *Id.*; Exh. A.

13 Plaintiff submitted copies of the Settlement Agreement and Order Granting Preliminary
14 Approval to the LWDA on May 15, 2023 and November 3, 2023, respectively. Lidman Decl., ¶ 44,
15 Exhs. E-F.

16 On December 8, 2023, the Court-approved Notice Packet (consisting of the Notice of Pendency
17 of Class Action and Proposed Settlement; Notice of Individual Settlement Award; Objection Form; and
18 Request for Exclusion Form) was sent to Settlement Class members in Spanish and English, and the
19 Settlement Class members had until February 6, 2024 to submit disputes, objections, and/or requests for
20 exclusion. *See* Declaration of Taylor Mitzner of Phoenix Settlement Administrators (“Mitzner Decl.”),
21 ¶ 7. As of the date of this filing, PSA has not received any opt-outs. *Id.*, ¶¶ 13-15. Plaintiff now
22 respectfully submits the Settlement for this Court’s final approval.

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

24 **A. Settlement Class Definition**

25 The Settlement Class encompasses:

26 All current and former non-exempt, hourly employees of Defendant Kelcourt
27 Plastics, Inc. who worked at any time in California during the Class Period, except
28 for non-exempt, hourly employees who both: (a) worked at Defendant’s facility
located in San Diego, California; and (b) signed a Separation Agreement and
General Release of All Claims in connection with the reductions in force at the San
Diego facility between 2017 and August 31, 2020.

1 The “Class Period” is defined as September 3, 2017 through March 11, 2023.
2 Lidman Decl., ¶ 27.

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

4 The Settlement provides for Kelcourt to pay a Gross Settlement Amount of \$2,250,000.00.
5 Mitzner Decl., ¶ 16. The Net Settlement Amount is the amount remaining from the Gross Settlement
6 Amount after deducting requested attorneys’ fees (\$750,000.00) and verified costs (\$17,146.20),
7 proposed Class Representative Service Award to Plaintiff (\$10,000.00), Settlement Administration costs
8 (\$10,750.00), and PAGA Civil Penalties (\$150,000.00). *Id.* Based on these requested amounts, the Net
9 Settlement Amount is calculated to be approximately **\$1,312,103.80**. *Id.*

10 Payment to Settlement Class members will be distributed as follows:

11 Each participating Settlement Class member shall receive a proportionate settlement share based
12 upon the number of Workweeks worked during the Class Period, the numerator of which is the Settlement
13 Class member’s total workweeks worked during the Class Period, and the denominator of which is the
14 total Workweeks worked by all Settlement Class Members who worked during the Class Period. As used
15 herein, “Workweek” shall mean any week during which a Class Member worked for Defendant at least
16 one (1) day, during the Class Period. Settlement, ¶ 6.B.

17 In addition, Thirty-Seven Thousand Five Hundred Dollars and Zero Cents (\$37,500.00), of the
18 Gross Settlement Amount has been designated as the “PAGA Amount” as described above. Each PAGA
19 Employee shall receive a portion of the PAGA Amount proportionate to the number of pay periods that
20 he or she worked during the PAGA Period, and which will be calculated by multiplying the PAGA
21 Amount by a fraction, the numerator of which is the PAGA Employee’s number of pay periods worked
22 during the PAGA Period, and the denominator of which is the total number of pay periods worked by all
23 PAGA Employees. Settlement, ¶ 6.B.b.

24 For purposes of calculating applicable taxes and withholdings, each Settlement Award shall be
25 allocated as follows: sixty-six and two-thirds percent (66.67%) as penalties and interest; and thirty-three
26 and one-third percent (33.33%) as wages. All PAGA penalties shall be designated as 100% penalties and
27 reported on an IRS Form 1099. *See* Settlement, ¶ 7.D.

1 Defendant will pay the employer's share of payroll taxes separately from, and in addition to, the
2 Gross Settlement Amount. *See* Settlement ¶ 5.E.; Mitzner Decl., ¶ 17.

3 **C. Summary of Notice Process**

4 **1. *Mailing of Notice Packets***

5 On December 8, 2023, Defendant provided Phoenix with data files with the following
6 information: the names, last known addresses, phone numbers, social security numbers, and the number
7 of workweeks worked by each Settlement Class Member and PAGA Employee while employed during
8 the Class Period and PAGA Period, respectively. Mitzner Decl., ¶ 6. After performing address updates
9 and verifications, Phoenix mailed the Class Notice of Pendency and Settlement of Class Action, Notice
10 of Individual Settlement Award, Objection Form, and Request for Exclusion Form (collectively, the
11 "Notice Packet") to the 257 Settlement Class members on November 14, 2023. *Id.* at ¶¶ 7-8. Following
12 the initial mailing, 18 Notice Packets were returned to Phoenix by the Post Office. *Id.* at ¶ 9. After
13 Phoenix performed a Skip Trace, 15 Notice Packets were re-mailed. *Id.* at ¶ 11. As of the date of filing
14 this final approval motion, 3 Notice Packets remain undeliverable. *Id.* at ¶ 12.

15 The deadline for Settlement Class members to submit objections, requests for exclusion, or
16 disputes was February 6, 2024. Mitzner Decl., ¶ 8. As of the date of this filing, there were no valid
17 objections, no disputes, and no Settlement Class members have elected to opt-out of the Settlement. *Id.*
18 at ¶¶ 13-15. Accordingly, as of the date of this Motion, the participation rate amongst the Settlement
19 Class members is 100% and the average estimated payment is \$5,105.46, with the highest estimated
20 payment to a Settlement Class member being \$12,640.02, and the lowest estimated payment to a
21 Settlement Class member being \$43.89, and the median amount is \$2,984.45. *Id.*, ¶¶ 13-19.

22 **D. Timing of Payments**

23 Defendant shall deposit the Gross Settlement Amount (including one-third of any increase to the
24 Gross Settlement Amount pursuant to the Escalator Clause if such increase is triggered and elected by
25 Defendant) and Defendant's share of all payroll taxes on the portion allocated as wages with the Settlement
26 Administrator within (30) days after the Effective Date. *See* Settlement, ¶ 5.C.

1 Within ten (10) calendar days following Kelcourt fully funding the Gross Settlement Amount and
2 required employer-side payroll taxes with the Settlement Administrator, the Settlement Administrator will
3 calculate Settlement Award amounts and provide the same to counsel for the Parties for review and
4 approval. Within seven (7) calendar days of approval by counsel for the Parties, the Settlement
5 Administrator will prepare and mail Settlement Awards, less applicable taxes and withholdings, to
6 participating Settlement Class Members. *See* Settlement, ¶ 7.C.

7 After disbursement, Settlement Class Members will have 180 days to cash their checks. *See*
8 Settlement, ¶ 7.E. Funds remaining unclaimed will be distributed to the California State Controller's
9 Office – Unclaimed Property Fund in the name of the Settlement Class member. *Id.*; Lidman Decl., ¶
10 32.

11 **E. Notice of Judgment**

12 As stated on the Notice of Pendency to Class Action and Proposed Settlement mailed to class
13 members, the final judgment entered by the Court will be posted on the Settlement Administrator's website
14 at Sanchez-de-segura-v-kelcourt-plastics.phoenixcases.com. *See* Mitzner Decl., Exh A.; Lidman Decl., ¶
15 42.

16 **IV. ARGUMENT**

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

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

26 Here, this Court found that the Class meets all the requirements for class certification for
27 settlement purposes when it granted preliminary approval of the Settlement on November 3, 2023. *See*
28 Lidman Decl., ¶ 30; Exh. A. After the Court entered an order granting preliminary approval, no events

1 have occurred to cast doubt on the propriety of this determination. In fact, the reaction of the Settlement
2 Class members thus far to the Settlement has been strongly in support of the Settlement. No Settlement
3 Class members have objected to any portion of the Settlement and no Settlement Class members have
4 elected to opt-out of the Settlement. *See* Mitzner Decl., ¶¶ 13-15. This Court should therefore confirm
5 its conditional certification of the Settlement Class.

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

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

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

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

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

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

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

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

22 As detailed in Plaintiff's Motion for Preliminary Approval, there is significant risk of non-
23 certification and/or not prevailing on the merits with respect to each of Plaintiff's claims. For example,
24 with respect to Plaintiff's claim for failure to pay all overtime wages, Kelcourt contends that Settlement
25 Class members received all overtime wages to which they were entitled. Lidman Decl., ¶ 12. Kelcourt
26 further counters that any meal period premiums paid to during the relevant time period did not to be
27 included in the regular rate of pay for overtime purposes. *Id.*

1 For Plaintiff's meal period claim, Kelcourt counters that it has always maintained a lawful meal
2 period policy and provided non-exempt employees with an opportunity to take legally compliant meal
3 periods, and any non-compliant meal periods reflected in employee timekeeping records were solely the
4 result of employee choice, rather than any policy or practice of Kelcourt. Lidman Decl., ¶ 14. Kelcourt
5 points out that under *Brinker Restaurant Corp. v. Superior Court* (2012) 53 Cal. 4th 1004, it is only
6 required to "provide" the opportunity to take meal periods, not "ensure" meal periods are taken, and that
7 they have always done so. *Brinker, supra*, 53 Cal.4th at 1038 (rejecting "ensure" standard). Kelcourt also
8 contends that it paid meal period premiums during the relevant time period. Additionally, Kelcourt argues
9 that it used meal period waivers for second meal periods. Finally, Kelcourt contends Plaintiff's meal
10 period claim is not suited for class certification, given that a number of Class Members signed arbitration
11 agreement and since individual inquiries would be required to assess which employees took non-compliant
12 meal periods, how many meal periods were non-compliant or missed, and the reasons why a particular
13 employee took a non-compliant meal period or missed a meal period during a particular shift. *Id.*

14 As for Plaintiff's rest period claim, Kelcourt contends it has always maintained and enforced
15 lawful rest period policies and practices, and that Settlement Class Members were authorized and
16 permitted to take all off-duty rest periods in compliance with California law. Lidman Decl., ¶ 16. Kelcourt
17 also argues that Plaintiff's rest period claim is inherently unsuited for class treatment as it requires an
18 individualized inquiry into whether each Settlement Class Member was in fact authorized and permitted
19 to take a compliant rest period, which would devolve into an unmanageable series of mini-trials. *Id.*

20 As for Plaintiff's wage statement claim, Kelcourt argues that its alleged wage statement violations
21 could not be shown to be "knowing and intentional," and that Plaintiff cannot show that he or any other
22 employee "suffer[ed] injury" as a result of the alleged wage statement violations, as required by Lab. Code
23 § 226(e) for imposition of penalties. Lidman Decl., ¶ 18.

24 As for Plaintiff's claim for waiting time penalties, Kelcourt asserts it has strong defenses to the
25 waiting time claim because there exist good-faith disputes as to Plaintiff's underlying claims, precluding
26 imposition of penalties. Lidman Decl., ¶ 20. *See also* 8 Cal. Code Regs. § 13520 (a "good faith dispute
27 that any wages are due will preclude imposition of waiting time penalties"); *Kao v. Joy Holiday*, 12
28

1 Cal.App.5th 947, 963 (2017) (holding that “good faith dispute” over whether employee was exempt
2 precluded imposition of waiting time penalties over contested wages owed). *Id.*

3 As for Plaintiff’s claim for PAGA penalties, Kelcourt argues that Plaintiff’s PAGA claim will fail
4 for the same reasons that her underlying claims will fail. Lidman Decl., ¶ 22; *see Price v. Starbucks Corp.*
5 (2011) 192 Cal.App.4th 1136, 1147 (“Because the underlying causes of action fail, the derivative UCL
6 and PAGA claims also fail.”). Kelcourt also maintains that, given its good faith defenses, this Court would
7 exercise its discretion to substantially reduce any PAGA penalties if it were to find Kelcourt liable for any
8 of Plaintiff’s claims. *See* Lab. Code § 2699(e)(2); *Thurman v. Bayshore Transit Mgmt., Inc.* (2012) 203
9 Cal.App.4th 1112, 1135 (affirming reduction of PAGA penalties); *Fleming v. Covidien Inc.* (C.D. Cal.
10 2011) Case No. ED CV10-01487 RGK (OPx), 2011 WL 7563047, at *4 (reducing PAGA penalties from
11 \$2.8 million to \$500,000). *Id.*

12 These considerations not only bore heavily on the negotiations leading to the Settlement, but also
13 confirm that the Settlement is fair, adequate, and reasonable compromise in view of the risks of further
14 litigation. Lidman Decl., ¶ 23. As detailed in Plaintiff’s Motion for Preliminary Approval, Plaintiff
15 carefully vetted the claims at issue and conducted a detailed liability analysis of class-wide data to arrive
16 at the calculated damages figures. Thus, while these risks are far from exhaustive, they demonstrate that
17 the Settlement is fair, adequate, and reasonable in view of them.

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

21 Individual settlement payments will be calculated based on the number of days worked by each
22 Settlement Class member during the Class Period. *See* Settlement, ¶ 7.B. This method of distribution
23 compensates Settlement Class members based on the estimated extent of their injuries, as Settlement
24 Class members who worked more workdays, would have been subject to more of the alleged wage and
25 hour violations than those who worked fewer weeks. Thus, the formula for compensating Settlement
26 Class members is fair, adequate, and reasonable, as it is tethered to the damages and penalties that could
27 be recovered by them.
28

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

3 Class members' response to a settlement is relevant in evaluating whether it merits final approval.
4 *Dunk supra*, 48 Cal.App.4th at 1801. The lack of objections and few requests for exclusion supports a
5 fairness presumption. *See 7-Eleven Owners for Fair Franchising v. Southland Corp.* (2000) 85
6 Cal.App.4th 1135, 1152-53 (finding 9 objections and 80 opt-outs from a class of 5,454 showed a
7 "particularly impressive" favorable response from class members). Here, as of the filing of this Motion,
8 not a single Settlement Class member has validly objected to the Settlement and no Settlement Class
9 member have elected to opt-out of the Settlement. In addition, 3 of the 257 Notice Packets were returned
10 undeliverable. Mitzner Decl., ¶¶ 8-15. The extremely favorable response of the Settlement Class further
11 confirms that the Settlement is fair, adequate, and reasonable.

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

14 Plaintiff and the Settlement Class, as the prevailing parties in settlement, are entitled to recover
15 their attorneys' fees and costs for their wage claims. *See* Lab. Code § 218.5, 226(e) and 2699(g). A fee
16 award is justified where the legal action has produced its benefits by way of a voluntary settlement. *See,*
17 *e.g., Maria P. v. Riles*, 43 Cal.3d 1281, 1290-91 (1987) *Westside Community for Independent Living, Inc.*
18 *v. Obledo*, 33 Cal.3d 348, 352-53 (1983). When a settlement results in a common fund for the benefit of
19 a class, class counsel may be awarded fees as a percentage of the common fund. *See Wershba, supra*, 91
20 Cal.App.4th at 254 (recognizing the "percentage of recovery" method).

21 Plaintiff has provided written approval of the split of attorneys' fees in this action. Lidman Decl.,
22 ¶ 38.

23 The California Supreme Court confirmed in *Laffitte v. Robert Half Int'l, Inc.*, 1 Cal.5th 480, 506
24 (2016), that "[t]he percentage of fund method survives in California class action cases." Specifically, the
25 *Laffitte* Court held:

26 The recognized advantages of the percentage method—including relative ease of
27 calculation, alignment of incentives between counsel and the class, a better
28 approximation of market conditions in a contingency case, and the encouragement it

1 provides counsel to seek an early settlement and avoid unnecessarily prolonging the
2 litigation—convince us the percentage method is a valuable tool that should not be denied
3 our trial courts.

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

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

25 Here, Class Counsel’s fee request of \$310,000.00 (one-third of the Gross Settlement Amount) is
26 fair and reasonable based on a percentage of the recovery confirmed with a lodestar cross-check. First,
27 “regardless whether the percentage method or the lodestar method is used, fee awards in class actions
28 average around one-third of the recovery.” *Chavez v. Netflix, Inc.*, 162 Cal.App.4th 43, 66, n.11 (2008);

1 *see also, e.g., Cicero v. DirectTV, Inc.*, No. EDCV 07-1182, 2010 WL 2991486 at * 7 (C.D. Cal. July 27,
2 2010) (observing that “30-50% [is] commonly awarded in cases in which the common fund is relatively
3 small” and that in California, “courts usually award attorneys' fees in the 30-40% range in wage and hour
4 class actions...”); *Williams v. Costco Wholesale Corp.*, No. 02-cv-2003 IEG (AJB), 2010 WL 2721452
5 at * 6 (S.D. Cal. July 7, 2010) (collecting cases where courts awarded between 33.33% and 40% in
6 attorneys’ fees in wage and hour class actions). This is also consistent with Class Counsel’s experience
7 in similar wage and hour class action matters. *See* Lidman Decl., ¶ 36. Thus, the percentage sought by
8 Class Counsel here (the same percentage sought by class counsel in *Laffitte*) is reasonable.

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

17 Under California law, lodestar multipliers can range from 2 to 4 or even higher. *See, e.g., Chavez*,
18 *supra*, 162 Cal.App.4th at 49-50 (approving multiplier of approximately 2.5); *City of Oakland v. Oakland*
19 *Raiders*, 203 Cal.App.3d 78 (1988) (approving multiplier of ~2.34); *Coalition for L. County Planning*
20 *etc. Interest v. Bd. of Supervisors*, 76 Cal.App.3d 241, 251 (1977) (approving multiplier of ~2.04). In
21 class actions such as this one, where the value of the benefit conferred to the class “can be monetized
22 with a reasonable degree of certainty,” a court may “adjust the lodestar in comparison to a percentage of
23 the common fund to ensure that the fee awarded is reasonable and within the range of fees freely
24 negotiated in the legal marketplace in comparable litigation.” *Consumer Privacy Cases*, 175 Cal.App.4th
25 545, 557 (2009). In doing so, “the court determines, retrospectively, whether the litigation involved a
26 contingent risk or required extraordinary legal skill justifying augmentation of the unadorned lodestar in
27 order to approximate the fair market for such services.” *Id.* at 556; *see also Laffitte, supra*, 1 Cal.5th at
28 503-05.

In this case, Class Counsel have a lodestar of **\$272,045.00** which results in a multiplier of approximately 2.76 compared to the \$750,000 fee request. *See* Lidman Decl., ¶ 34, 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. Lidman Decl., at ¶ 33, Exh. D.

Name	Billing Initials	Rate	Hours	Pre-Multiplier Lodestar
Scott M. Lidman (25th Year Attorney)	SML	\$900	49.8	\$44,820.00
Elizabeth Nguyen (17th Year Attorney)	EN	\$800	143.6	\$114,880.00
Paul K. Haines (16th Year Attorney)	PKH	\$800	18.4	\$14,720.00
Milan Moore (7th Year Attorney)	MM	\$650	146.1	\$94,965.00
Paralegals	DJ/MA	\$175	15.2	\$2,660.00
Total Lodestar				\$272,045.00

The fee award requested here is justified because Class Counsel achieved a significant monetary recovery for the Settlement Class in an uncertain and risky case, while bearing the substantial burdens of representation on a contingency basis, and the fees requested are in line with the market rate. *Vizcaino v. Microsoft Corp.*, 290 F.3d 1043, 1048-51 (9th Cir. 2002) (finding that exceptional results in a contingency case, significant risk and the absence of supporting precedents, are proper considerations in awarding attorneys' fees). First, Class Counsel negotiated a substantial recovery for the Settlement Class, resulting in a current participation rate of 100%, and not a single Settlement Class member has validly objected to the Settlement or to Class Counsel's requested fees as of the date of this filing. *See* Mitzner Decl., ¶¶ 13-15. Additionally, the *average* settlement payment in this case of approximately **\$5,105.46** is in line with, and above, settlement payments in similar wage and hour class action settlements. *See, e.g., Sorenson v. PetSmart, Inc.*, Case No. 2:06-CV-02674-JAM-DAD (E.D. Cal. 2008) (wage and hour class action settlement approved where average class member recovery was approximately \$60); *Schiller v. David's Bridal, Inc.*, No. 1:10-cv-00616-AWI-SKO, 2012 WL 2117001, at *18 (E.D. Cal. 2012) (finding that average payment to class members of less than \$200 was a "good" result); *Williams v. Centerplate, Inc.*,

Nos. 11-CV-2159-H-KSC, 12-CV-0008-H-KSC, 2013 WL 4525428, at *4 (S.D. Cal. 2013) (granting final approval of class action settlement where average recovery for each class member was approximately \$108). The fact that Class Counsel achieved these results without engaging in a protracted legal battle, in the face of serious defense challenges and an uncertain legal landscape, confirms the strength of the results achieved.

As discussed above, this case presented significant risk as to both class certification and merits considerations. Accordingly, it is fair and reasonable to account for these risks in compensating Class Counsel. Class Counsel should also be compensated for the risks involved in undertaking this litigation and expending considerable effort, all while working on a pure contingency basis. Since undertaking representation of Plaintiff, Class Counsel have borne all the costs of litigation without receiving any compensation for over four years of work. Lidman Decl., ¶ 37. During this time, Class Counsel have expended a total of \$17,146.20 in actual costs and have devoted substantial time to this litigation.² Lidman Decl., ¶ 31, Exh. B. Class Counsel's efforts have included conducting pre-filing investigation, analyzing Plaintiff's claims, conducting legal research, propounding multiple sets of written discovery, responding to written discovery, lengthy meet and confer conferences with defense counsel, participating in the *Belaire-West* opt out notice mailing, opposing a Demurrer, reviewing Kelcourt's documents and policies, analyzing Plaintiff's timekeeping data and payroll records, preparing for and attending mediation, negotiating and revising the long-form Settlement, preparing this Motion, and otherwise litigating the case. *See* Lidman Decl., ¶ 30. Moreover, Class Counsel have expended time, effort, and money that they could have expended on less risky cases instead. Given the considerable potential for adverse outcomes in this case, including, but not limited to losing on class certification and/or merits issues, the contingent risk borne by Class Counsel was great. Lidman Decl., ¶ 31.

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

Class Counsel are well-versed in plaintiff and defense-side wage and hour class action litigation,

² This includes total costs incurred by both law firms.

1 with substantial experience litigating claims for meal and rest period violations, and related penalties. *See*
2 Lidman Decl., ¶¶ 3-8; ¶¶ 3-8; Haines Decl., ¶¶ 3-9. They have been certified as class counsel in numerous
3 other cases. *Id.* Their experience in similar matters was integral in evaluating the strengths and
4 weaknesses of the case against Aliso Electric and the reasonableness of the Settlement. *See* Lidman Decl.,
5 ¶ 30. Practice in the narrow field of wage and hour litigation requires skill and knowledge concerning
6 the rapidly evolving substantive state and federal law, as well as the procedural law of class action
7 litigation. *Id.* Because it is reasonable to compensate Class Counsel commensurate with their skill,
8 reputation, and experience, a fee award of one-third of the Gross Settlement Amount is reasonable.

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

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

15 Class Counsel have incurred a total of \$17,146.20³ in litigation costs. Class Counsel’s request is
16 fair, adequate, and reasonable, as all of these costs are documented and reasonably incurred. *See* Lidman
17 Decl., ¶ 31; Exh. B. Moreover, the costs Plaintiff seeks are the types of costs routinely approved by
18 courts. *See, e.g., Harris v. Marhoefer*, 24 F.3d 16, 19 (9th Cir. 1994) (counsel should recover “those out-
19 of-pocket expenses that would normally be charged to a fee paying client”); *Ashker v. Sayre*, No. 05-
20 03759 CW, 2011 WL 825713, at * 3 (N.D. Cal. 2011)(“costs of reproducing pleadings, motions and
21 exhibits are typically billed by attorneys to their fee-paying clients” and are reimbursable); *Trustees of*
22 *Const. Industry & Laborers Health and Welfare Trust v. Redland Ins. Co.*, 460 F.3d 1253, 1258-59 (9th
23 Cir. 2006) (legal research costs are reimbursable); *In re Immune Response Securities Litigation*, 497 F.
24 Supp. 2d 1166, 1177-78 (S.D. Cal. 2007) (mediation expenses, consultant and expert fees, legal research,
25 copies, postage, filing fees, messenger and overnight delivery costs are reimbursable). Because the
26

27
28 ³ This amount includes the costs associated with filing the instant motion.

1 expense reimbursements requested by Class Counsel were reasonably incurred, and no Settlement Class
2 member has objected to them, Plaintiff respectfully requests the Court should grant the request for actual
3 costs incurred.

4 **E. The Court Should Finally Approve the Requested Administration Costs**

5 Plaintiff also requests that the Court approve \$10,750.00 in administration costs to the Settlement
6 Administrator, Phoenix. As detailed in the declaration of Taylor Mitzner on Behalf of Phoenix submitted
7 herewith, Phoenix performed duties in connection with this Settlement that were integral in effectuating
8 the Settlement and the Notice process. Among other things, Phoenix calculated each Settlement Class
9 member's individual settlement payment, updated addresses contained in the class data supplied by
10 Defendant, formatted Notice Packets for mailing, mailed Notice Packets to all 257 Class Members in
11 English and Spanish, kept the parties informed of any objections or requests for exclusion, and have
12 otherwise administered the Settlement. *See* Mitzner Decl., ¶¶ 2-19. For these reasons, Phoenix's
13 requested costs are fair, reasonable, and adequate, and should be finally approved.

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

16 Courts routinely approve service payments to compensate named plaintiffs for the services they
17 provide and the risks they incur during class action litigation. *See, e.g., Bell v. Farmers Ins. Exchange*,
18 115 Cal.App.4th 715, 726 (2004) (upholding "service payments" to named plaintiffs for their efforts in
19 bringing the case); *Van Vranken v. Atlantic Richfield Co.*, 901 F. Supp. 294 (N.D. Cal. 1995) (approving
20 \$50,000 service payment).

21 Here, Plaintiff seeks a service award of \$10,000.00 and believes this request is reasonable given
22 Plaintiff's efforts in this case and the risks she undertook on behalf of Class Members. *Lidman Decl.*, ¶
23 39; *Sanchez de Segura Decl.*, ¶¶ 3-12. Plaintiff gathered documents for use in the lawsuit, and worked
24 with Class Counsel on the case, including preparing for mediation and discussing the case, the merits, the
25 defenses, and settlement. *See Lidman Decl.*, ¶ 39; *Sanchez de Segura Decl.*, ¶¶ 3-12. Further, Plaintiff
26 understood the risk that she could be liable for Kelcourt's costs if he lost the case and accepted this risk
27 because she wanted Kelcourt to compensate its current and former employees for unpaid wages. In
28 addition, Plaintiff understood that the lawsuit is a matter of public record and being part of the could

1 stigmatize her and/or affect future employment. Sanchez de Segura Decl., ¶¶ 3-12. Plaintiff estimates
2 she spent approximately 15-20 hours on activities related to this case. *Id.* In addition, Plaintiff's husband
3 is a current employee at Kelcourt and she feared retaliation against her husband. This was particularly
4 risky for Plaintiff since she was on a leave of absence and her husband was the only source of income.
5 She still decided to take on the risk for the benefit of the class. Additionally, Plaintiff has agreed to a
6 general release and 1542 waiver. *Id.*

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

11 **V. CONCLUSION**

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

15 Based on the terms of the agreement, Plaintiff proposes the deadline to file the Settlement
16 Administrator declaration regarding the disbursement of Settlement be set for **December 27, 2024** and
17 the compliance hearing shall be set for **January 3, 2025 at 10:00 a.m.**

18
19 Dated: March 7, 2024 Respectfully submitted,
LIDMAN LAW, APC

20
21 By:


22 Scott M. Lidman
23 Attorney for Plaintiff
24 ENEDINA SANCHEZ DE SEGURA
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