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ANITA RAMIREZ

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO

ANITA RAMIREZ, as an individual and on
behalf of all others similarly situated,

Plaintiff,

v.

CALIFORNIA MENTOR FAMILY HOME
AGENCY, LLC, a Delaware limited liability
company; and DOES 1-100, inclusive,

Defendants.

Case No. CIVSB2203812

*[Assigned for All Purposes to the Hon. Joseph T.
Ortiz, Dept. S-17]*

**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: October 7, 2024
Time: 1:30 p.m.
Dept.: S-17

Action Filed: March 19, 2022
Trial Date: None

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

2 PLEASE TAKE NOTICE that pursuant to Rule 3.769 of the California Rules of Court, on
3 October 7, 2024 at 1:30 p.m. in Department S-17 of the above-entitled Court, located at 247 West Third
4 Street, San Bernardino, California 92415, Plaintiff Anita Ramirez (“Plaintiff”), individually and on
5 behalf of a class of similarly situated individuals, will and hereby does move this Court for:

- 6 1. Confirming the certification of the Settlement Class for settlement purposes under Section 382
7 of the California Code of Civil Procedure;
- 8 2. Confirming the appointment of Plaintiff Anita Ramirez as Class Representative for settlement
9 purposes;
- 10 3. Confirming the appointment of Scott M. Lidman and Milan Moore of Lidman Law, APC as
11 Class Counsel for settlement purposes;
- 12 4. Granting final approval of the Stipulation Settlement (herein “Settlement”);
- 13 5. Approving an award of \$100,000.00 in attorneys’ fees to Class Counsel;
- 14 6. Approving an award of \$23,922.76 in costs to Class Counsel;
- 15 7. Approving an award of \$5,000.00 in costs to Phoenix Settlement Administrators for its
16 settlement administration services;
- 17 8. Approving an incentive payment of \$10,000.00 to Plaintiff Anita Ramirez for her services as
18 Class Representative;
- 19 9. Approving an award of \$15,000.00 to the Labor & Workforce Development Agency
20 (“LWDA”); and
- 21 10. Entering final judgment in the form of the [Proposed] Order of Final Approval of Class Action
22 Settlement and Final Judgment filed concurrently herewith.

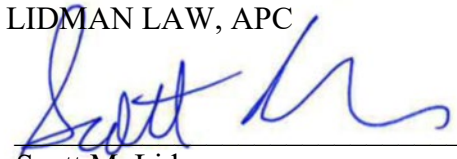
23 This Motion is based on this notice of motion, the attached memorandum of points and authorities
24 attached hereto, the declarations of Scott M. Lidman, Milan Moore, Plaintiff Anita Ramirez,¹ and Mayra
25 Gonzalez of Phoenix Settlement Administrators, and the exhibits attached thereto, the pleadings and other
26

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

1 papers filed in this action, and on any further oral or documentary evidence or argument presented at the
2 time of hearing.

3
4 Dated: September 6, 2024

Respectfully submitted,
LIDMAN LAW, APC

5
6 By: 

7 Scott M. Lidman
8 Attorney for Plaintiff
9 ANITA RAMIREZ
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1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. INTRODUCTION**

3 Plaintiff Anita Ramirez (“Plaintiff”) submits this memorandum of points and authorities in
4 support of her motion for final approval of the class action settlement (the “Settlement”) with Defendant
5 California Mentor Family Home Agency, LLC (hereinafter referred to as “CMFHA” or “Defendant”).
6 The Settlement Class is defined as: current and former Mentor Recruiters employed by CMFHA in
7 California between February 16, 2018 and April 25, 2021 (the “Class Period”) who were classified as
8 exempt and who do not opt out of the Action and who did not execute arbitration agreements with
9 CMFHA.

10 In this non-reversionary Settlement, the average settlement payment to each Settlement Class
11 Member is approximately \$3,734.40. This is a favorable resolution of the highly disputed wage and hour
12 claims in this case and the significant litigation risks that Plaintiff faced. Since this Court granted
13 preliminary approval on May 13, 2024, nothing has changed to impact the propriety, fairness, adequacy
14 and reasonableness of the Settlement. In addition, after receiving notice of the Settlement and of their
15 projected Settlement payments, and as of the date of this filing, no one has opted-out or submitted a
16 written objection to the Settlement.

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

25 **II. FACTUAL AND PROCEDURAL BACKGROUND**

26 On February 16, 2022, Plaintiff filed a putative class action complaint against Defendant in San
27 Bernardino County Superior Court. *See* Declaration of Scott M. Lidman (“Lidman Decl.”), ¶ 10. June
28 23, 2023, Plaintiff filed a First Amended Class and Representative Action Complaint adding a cause of

1 action for civil penalties under the Labor Code Private Attorneys General Act (“PAGA”). *Id.* On January
2 4, 2024, in conjunction with effectuating the terms of the settlement agreement, the Parties filed a joint
3 stipulation to file a Second Amended Complaint adding a cause of action for waiting time penalties. *Id.*
4 Plaintiff’s operative complaint alleges that CMFHA: (1) failed to pay all overtime wages owed; (2) failed
5 to provide all legally required meal periods; (3) failed to authorize and permit all legally required rest
6 periods; (4) failed to provide accurate, itemized wage statements; (5) failed to timely pay all wages upon
7 separation of employment; (6) engaged in unlawful business practices; and (7) is liable for civil penalties
8 under the PAGA. *Id.*

9 **A. Plaintiff’s Claims**

10 As explained in detail in the Motion for Preliminary Approval, Plaintiff’s primary theories of
11 liability are related to Defendant’s alleged failure to pay for all overtime hours worked and failure to
12 provide Settlement Class Members all legally compliant duty-free meal and rest periods due to its
13 misclassification of Plaintiff and the other Mentor Recruiters as exempt. Lidman Decl., ¶¶ 11-24.
14 Plaintiff alleges that Defendant failed to properly compensate its non-exempt employees for all time
15 worked. *Id.* at ¶ 11. Plaintiff alleges that as a result of CMFHA’s misclassification of Mentor Recruiters
16 as exempt, Plaintiff and the other Mentor Recruiters were not paid for their overtime hours worked. *Id.*
17 CMFHA paid Plaintiff and the other Mentor Recruiters a flat salary which was not based on the number
18 of hours actually worked. Plaintiff and the other Mentor Recruiters regularly worked more hours than
19 scheduled and on average worked in excess of 10.0 to 12.0 hours per day. This was because in addition
20 to her 8 hours, CMFHA often required Plaintiff and other Mentor Recruiters to work weekends, nightly
21 recruiting events, and make home visits. They also had to have weekly meetings with their Program
22 Directors, 1.5 hour weekly information sessions, community events, etc. *Id.*

23 Plaintiff alleges that she and Settlement Class Members were not provided with all legally-
24 required meal periods in compliance with California law due to Defendant’s unlawful meal period
25 policies/practices. Lidman Decl., ¶ 13. Due to work demands, Plaintiff was often prevented from taking
26 meal periods that commenced before the end of the 5th hour of work and/or which were at least 30
27 minutes in length. Additionally, CMFHA did not require its Mentor Recruiters to track the start and stop
28 time of meal periods when they remained on the work premises. *Id.*

1 Plaintiff alleges that she and other Settlement Class Members were not authorized and permitted
2 to take all required rest periods due to CMFHA's rest period policies/practices which fail to authorize
3 and permit all rest periods for every four hours worked, *or major fraction thereof*. Lidman Decl., ¶ 15.
4 Specifically, Plaintiff worked shifts in excess of 3.5 hours, but was not authorized or permitted to take a
5 ten-minute paid rest period for every four (4) hour period worked, *or major fraction thereof* as a result of
6 the work demands imposed by Defendant and the nature of the work of Mentor Recruiter. *Id.*

7 Plaintiff further alleges that CMFHA issued inaccurate wage statements in violation of Labor
8 Code § 226 as a result of the misclassification of the Mentor Recruiters and meal and rest period premium
9 wages described above. Lidman Decl., ¶ 17. Specifically, Plaintiff contends that this conduct violated
10 Labor Code § 226(a) because the wage statements issued to Settlement Class Members did not include
11 all hours worked and the rate at which they were being paid. *Id.*

12 Plaintiff alleges that CMFHA is also liable for waiting time penalties under Labor Code section
13 203 as a result of its failure to pay all overtime wages upon separation of employment. Lidman Decl.,
14 ¶19. Based on the data provided by CMFHA, there were approximately 25 Settlement Class Members
15 who have separated their employment with Defendant during the relevant time period who could be
16 entitled to waiting time penalties. *Id.*

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

19 As explained *infra* and in Plaintiff's Motion for Preliminary Approval, Defendant denies
20 Plaintiff's claims and asserts several affirmative defenses, both on the merits and with respect to class
21 certification.

22 **B. Mediation and Settlement**

23 Throughout the litigation, Plaintiff propounded two sets of written discovery, including without
24 limitation, Special Interrogatories, Form Interrogatories General and Employment, and Requests for
25 Production. Lidman Decl., ¶ 24. and information pertaining to Plaintiff and the putative class. Further,
26 the Parties completed the *Belaire-West* notice and CMFHA produced the contact information for the
27 putative class members that did not opt-out. Additionally, over the course of two days, Plaintiff took
28 the deposition of CMFHA's Person Most Qualified. CMFHA also took the deposition of Plaintiff. *Id.*

1 After agreeing to participate in early mediation, CMFHA informally produced documents and
2 information relevant to the claims alleged in advance of mediation, including without limitation
3 timekeeping and payroll data for the putative class. *Id.* With the informal production of information and
4 data, in conjunction with the formal discovery completed, Plaintiff was able to calculate data points
5 necessary for a fruitful mediation, including without limitation, the number of employees, workweeks at
6 issue, pay periods at issue, meal and rest period policies and procedures, and payroll policies. After a
7 review and analysis of the documents and information produced by CMFHA, Class Counsel drew on
8 their extensive experience in similar cases to assess the strengths and weaknesses of Plaintiff's case. *Id.*
9 This discovery allowed the parties to assess the merits and value of Plaintiff's claims and CMFHA's
10 defenses thereto, if a settlement could not be reached.

11 On November 9, 2023, a mediation was held with Jill Sperber, Esq., a well-respected wage and
12 hour class action mediator. Lidman Decl., ¶ 25. During mediation, the parties vigorously debated their
13 opposing legal positions, the likelihood of certification of Plaintiff's claims, and the legal basis for the
14 claims and defenses. *Id.* Ultimately, the Parties agreed on a class-wide resolution that included Plaintiff
15 filing an amended complaint adding a cause of action for waiting time penalties. In the weeks that
16 followed, the parties finalized the terms of settlement and executed the Stipulation of Settlement
17 ("Settlement"). *Id.*

18 **C. Preliminary Approval of Settlement**

19 Plaintiff submitted the Stipulation of Settlement to the Court with her Motion for Preliminary
20 Approval on March 12, 2024. Lidman Decl., ¶ 26. On May 13, 2024, the Court signed an Order Granting
21 Preliminary Approval of the Settlement. *Id.*; Exh. A.

22 Plaintiff submitted the Settlement and the Court's Order Granting Preliminary Approval of the
23 Settlement to the LWDA via the LWDA's website on February 21, 2024 and June 26, 2024, respectively.
24 See Lidman Decl., ¶ 42; Exhs. D and E. Plaintiff will also provide the LWDA with a copy of the instant
25 motion for final approval and supporting documents after the instant motion is filed and will file a
26 supplemental proof of service prior to the hearing. Lidman Decl., ¶ 42.

27 On June 17, 2024, the Settlement Administrator mailed the Court-approved Notice Packet (which
28 consists of the Notice of Pendency of Class Action and Proposed Settlement and Notice of Settlement

Award) in English to the 34 Settlement Class Members, who had until August 16, 2024 to submit disputes, objections, and/or requests for exclusion. *See* Declaration of Mayra Gonzalez of Phoenix Settlement Administrators (“Gonzalez Decl.”), ¶ 8. As of the date of this filing, there have been **no objections, no disputes, and no opt-outs** received. *Id.* at ¶¶ 13-15.

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

III. SUMMARY OF THE SETTLEMENT AND NOTICE PROCESS

A. Settlement Class Definition

After the preliminary approval was granted, the Settlement Administrator advised the total number of workweeks worked is 2,551 confirming the escalator clause was not triggered. Gonzalez Decl., ¶ 19. As a result, the Settlement Class is defined as: all current and former Mentor Recruiters employed by CMFHA in California between February 16, 2018 and April 25, 2021 (the “Class Period”) who were classified as exempt and who do not opt out of the Action and who did not execute arbitration agreements with CMFHA. Lidman Decl., ¶27.

B. Monetary Terms of the Settlement

The Settlement provides for Defendant to pay a Gross Settlement Amount of \$300,000.00. Gonzalez Decl., ¶ 16. The Net Settlement Amount is the amount remaining from the Gross Settlement Amount after deducting requested attorneys’ fees (\$100,000.00) and verified costs (\$23,922.76), proposed Class Representative Service Award to Plaintiff (\$10,000.00), Settlement Administration costs (\$5,000.00), and PAGA payment to the LWDA (\$15,000.00). *Id.* Based on these requested amounts, the Net Settlement Amount is calculated to be approximately **\$146,077.24**. *Id.*

The Individual Settlement Awards shall be determined as follows:

- i. Payments to all participating Settlement Class members: Ninety percent (90%) of the NSF will be distributed to all participating Settlement Class members based on each Settlement Class member’s proportionate gross payroll paid during the Class Period, by multiplying 90% of the Net Settlement Fund by a fraction, the numerator of which is the Settlement Class member’s gross payroll paid during the Class Period, and the denominator of which is the total gross payroll paid to all Settlement Class members during the Class Period. *See* Settlement, ¶ 5.B.i.
- ii. Waiting Time Amount: Five percent (5%) of the NSF shall be designated as the “Waiting Time Amount.” Each participating Settlement Class member whose employment with CMFHA ended at any time from February 16, 2019 through April 25, 2021 (the “Waiting Time Period”) shall receive an equal share of the Waiting Time Amount. In other words,

the Waiting Time Amount will be divided equally among all participating Settlement Class members whose employment with CMFHA ended during the Waiting Time Period. *See* Settlement, ¶ 5.B.ii.

iii. Wage Statement Amount: Five percent (5%) of the NSF shall be designated as the “Wage Statement Amount.” Each participating Settlement Class member who was employed by CMFHA at any time from February 16, 2021 through April 25, 2021 (“Wage Statement/PAGA Period”), shall receive a portion of the Wage Statement Amount proportionate to the number of pay periods worked by that participating Settlement Class member during the Wage Statement/PAGA Period, and which will be calculated by multiplying 5% of the NSF by a fraction, the numerator of which is the participating Settlement Class member’s number of pay periods worked during the Wage Statement/PAGA Period, and the denominator of which is the total number of pay periods worked by all participating Settlement Class members during the Wage Statement/PAGA Period. *See* Settlement, ¶ 5.B.iii.

iv. PAGA Amount: In addition to the NSF, Five Thousand Dollars and Zero Cents (\$5,000.00), of the Gross Settlement Amount has been designated as the “PAGA Amount” as described above. Each PAGA Employee, shall receive a portion of the PAGA Amount proportionate to the number of pay periods worked during the period February 16, 2021 to April 25, 2021, the numerator of which is the PAGA Employees’ gross number of pay periods worked during this period, and the denominator of which is the total number of pay periods worked by all PAGA Employees during this period. The payments to PAGA Employees shall be reported as penalties on a Form 1099. *See* Settlement, ¶ 5.B.iv.

For purposes of calculating applicable taxes and withholdings, each Settlement Award shall be allocated as follows: 67% as penalties and interest; and 33% as wages. Settlement, ¶ 6.E.

Defendant will pay the employer’s share of payroll taxes separately from, and in addition to, the Gross Settlement Amount. *See* Gonzalez Decl., ¶ 18. Defendant agrees to deposit the employer’s share of payroll taxes with Phoenix Settlement Administrators by the date on which it pays the Gross Settlement Amount.

C. Summary of Notice Process

1. Mailing of Notice Packets

On June 3, 2024, Defendant provided Phoenix with data files containing the names, last known addresses, social security numbers, and workweeks for each Class Member. Gonzalez Decl., ¶ 4. After performing address updates and verifications, Phoenix mailed the Notice Packet to the 34 Settlement Class Members on June 17, 2024 in English. *Id.* at ¶ 8. Following the initial mailing, 0 Notice Packets was returned to Phoenix by the Post Office. *Id.* at ¶ 9. After Phoenix performed a Skip Trace, 0 Notice Packets were re-mailed. *Id.* As of the date of filing this final approval motion, 0 Notice Packets remain

undeliverable because no forwarding address was provided and/or no new address could be located through Skip Trace. *Id.*

The deadline for Settlement Class Members to submit objections, requests for exclusion, or disputes was August 16, 2024. Gonzalez Decl., ¶ 8. As of the date of this filing, there were no objections, no disputes, and no opt-outs. *Id.* at ¶¶ 7-9. Accordingly, as of the date of this Motion, the participation rate amongst the Settlement Class Members is 100% and the average estimated payment is \$3,734.40 with the highest estimated payment to a Settlement Class Member being \$8,331.11 and the lowest estimated payment to a Settlement Class Member being \$276.84. *Id.* at ¶¶ 7-13.

D. Timing of Payments

The Gross Settlement Amount and the required employer-side taxes shall be deposited with the Settlement Administrator into an interest-bearing settlement account for the benefit of the Settlement Class members, within ten (10) business days after Final Approval (which, for this purpose shall be defined as the date on which the Court enters an Order granting Final Approval) or, solely in the event that there are any objections to the settlement (the filing of an objection being a prerequisite to the filing of an appeal), the later of: (1) the last date on which any appeal might be filed or (2) the successful resolution of any appeal(s) – including expiration of any time to seek reconsideration or further review. Settlement ¶ 4.B.

After disbursement, Settlement Class Members will have 180 days to cash their checks. *See* Settlement ¶ 5.E. Funds remaining unclaimed will be distributed to the California State Controller's Office – Unclaimed Property Fund in the name of the Settlement Class Member. *Id.*; Lidman Decl., ¶28.

E. Notice of Judgment

As stated on the Notice of Pendency to Class Action and Proposed Settlement mailed to class members, the final judgment entered by the Court and any changes to the Final Approval hearing date or location will be posted on the Settlement Administrator's website at www.ramirez-v-california-mentor-family-home-agency.phoenixcases.com. *See* Gonzalez Decl., ¶6, Exh A.

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1 **IV. ARGUMENT**

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

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

11 Here, this Court found that the Class meets all the requirements for class certification for
12 settlement purposes when it granted preliminary approval of the Settlement on May 13, 2024. *See* Lidman
13 Decl., ¶ 26; Exh. A. After the Court entered an order granting preliminary approval, no events have
14 occurred to cast doubt on the propriety of this determination. In fact, the reaction of the Settlement Class
15 Members thus far to the Settlement has been strongly in support of the Settlement. No Settlement Class
16 Members have objected to any portion of the Settlement and no Settlement Class Member has elected to
17 opt-out of the Settlement. *See* Gonzalez Decl., ¶¶ 13-15. This Court should therefore confirm its
18 conditional certification of the Settlement Class.

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

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

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

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

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

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

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

1 As detailed in Plaintiff's Preliminary Approval Motion, there is significant risk of non-certification
2 and/or not prevailing on the merits with respect to each of Plaintiff's claims. For example, with respect
3 to Plaintiff's unpaid overtime claim, CMFHA contends that it compensated Settlement Class members for
4 all of their time worked. Lidman Decl., ¶ 12. Specifically, CMFHA contends that it properly classified
5 Mentor Recruiters as exempt and therefore did not have to pay overtime wages. *Id.* CMFHA further
6 asserts that Plaintiff would be unable to certify this class given the individualized inquiries that would be
7 required, including without limitation how many hours each Mentor Recruiter was working, which would
8 be difficult because contemporaneous timekeeping records were not maintained. *Id.*

9 As for Plaintiff's meal period claims, CMFHA counters that it has always provided non-exempt
10 employees with an opportunity to take legally compliant meal periods, and any non-compliant meal
11 periods were solely the result of employee choice, rather than any policy or practice of CMFHA. Lidman
12 Decl., ¶ 14. CMFHA also points out that under *Brinker Restaurant Corp. v. Superior Court* (2012) 53
13 Cal. 4th 1004, it is only required to "provide" the opportunity to take meal periods, not "ensure" meal
14 periods are taken, and that they have always done so. *Brinker, supra*, 53 Cal.4th at 1038 (rejecting
15 "ensure" standard). Finally, CMFHA contends Plaintiff's meal period claim is not suited for class
16 certification and individual inquiries would be required to assess which employees took non-compliant
17 meal periods, how many meal periods were non-compliant or missed, and the reasons why a particular
18 employee took a non-compliant meal period or missed a meal period during a particular shift. *Id.*

19 As for Plaintiff's rest period claims, CMFHA contends it has always maintained and enforced
20 lawful rest period policies and practices, and that Settlement Class Members were authorized and
21 permitted to take all off-duty rest periods in compliance with California law. Lidman Decl., ¶ 16. CMFHA
22 argues that Plaintiff's rest period claims are inherently unsuited for class treatment as it requires an
23 individualized inquiry into whether each Settlement Class member was in fact authorized and permitted
24 to take a compliant rest period, which would devolve into an unmanageable series of mini-trials. *Id.*

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

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

7 Lastly, since Plaintiff's PAGA claim is a derivative claim based on the underlying claims,
8 CMFHA argues that Plaintiff's PAGA claim will fail for the same reasons that his underlying claims will
9 fail. Lidman Decl., ¶ 22. CMFHA also maintains that, given its good faith defenses, this Court would
10 exercise its discretion to substantially reduce any PAGA penalties if it were to find CMFHA liable for
11 any of Plaintiff's claims. *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 the Preliminary Approval Motion, Plaintiff carefully vetted
15 the claims at issue and conducted a detailed liability analysis of class-wide data to calculate the damages
16 figures. Thus, while these risks are far from exhaustive, they demonstrate that the Settlement is fair,
17 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 gross payroll paid to each
22 Settlement Class Member during the Class Period. *See* Settlement, ¶ 5.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, would have been subject to more of the alleged wage and hour
25 violations than those who worked fewer weeks. Thus, the formula for compensating Settlement Class
26 Members is fair, adequate, and reasonable, as it is tethered to the damages and penalties that could be
27 recovered by them.

28 //

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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 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 objected to the Settlement and no Settlement Class Member
9 have elected to opt-out of the Settlement. In addition, 0 of the 34 Notice Packets were returned
10 undeliverable. Gonzalez Decl., ¶¶ 8-12. 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,*
18 *Inc. v. Obledo*, 33 Cal.3d 348, 352-53 (1983). When a settlement results in a common fund for the benefit
19 of a class, class counsel may be awarded fees as a percentage of the common fund. *See Wershba, supra*,
20 91 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
 provides counsel to seek an early settlement and avoid unnecessarily prolonging the
 litigation—convince us the percentage method is a valuable tool that should not be denied
 our trial courts.

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

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

22 Here, Class Counsel’s fee request of \$100,000.00 (one-third of the Gross Settlement Amount) is
23 fair and reasonable based on a percentage of the recovery confirmed with a lodestar cross-check. First,
24 “regardless of whether the percentage method or the lodestar method is used, fee awards in class actions
25 average around one-third of the recovery.” *Chavez v. Netflix, Inc.*, 162 Cal.App.4th 43, 66, n.11 (2008);
26 *see also, e.g., Cicero v. DirectTV, Inc.*, No. EDCV 07-1182, 2010 WL 2991486 at * 7 (C.D. Cal. July 27,
27 2010) (observing that “30-50% [is] commonly awarded in cases in which the common fund is relatively
28 small” and that in California, “courts usually award attorneys’ fees in the 30-40% range in wage and hour

1 class actions...”); *Williams v. Costco Wholesale Corp.*, No. 02-cv-2003 IEG (AJB), 2010 WL 2721452
2 at * 6 (S.D. Cal. July 7, 2010) (collecting cases where courts awarded between 33.33% and 40% in
3 attorneys’ fees in wage and hour class actions). This is also consistent with Class Counsel’s experience
4 in similar wage and hour class action matters. *See* Lidman Decl., ¶ 32. Thus, the percentage sought by
5 Class Counsel here (the same percentage sought by class counsel in *Laffitte*) is reasonable.

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

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

25 In this case, Class Counsel have a lodestar of **\$125,385** which is 1.25 times **more than** the
26 \$100,000.00 fee request. *See* Lidman Decl., ¶ 34. A general summary showing the number of hours of
27 work performed by each attorney and paralegals is set forth below. The billing rates used are reasonable
28 especially in light of the hourly rates identified based on years of experience in the *Laffey* Matrix,

submitted concurrently herewith. Lidman Decl., ¶ 37, Exh. C. Based on the *Laffey* Matrix, the hourly rate for a 25th year attorney is \$997, the hourly rate for a 17th year attorney is \$829, and the hourly rate for a 7th year attorney is \$508. *Id.*

Name	Rate	Hours	Pre-Multiplier Lodestar
Scott M. Lidman (25th Year Attorney)	\$900	47.8	\$43,020
Elizabeth Nguyen (17th Year Attorney)	\$800	15.4	\$12,320
Milan Moore (7th Year Attorney)	\$650	102.7	\$66,755
Paralegals	\$175	18.8	\$3,290
Total Lodestar			\$125,385

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

First, Class Counsel negotiated a substantial recovery for the Settlement Class, resulting in a current participation rate of 100%, and not a single Settlement Class Member has objected to the Settlement or to Class Counsel's requested fees as of the date of this filing. *See* Gonzalez Decl., ¶¶ 13-15. Additionally, the *average* settlement payment in this case of approximately \$3,734.40 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

1 strength of the results achieved.

2 As discussed above, this case presented significant risk as to both class certification and merits
3 considerations. Accordingly, it is fair and reasonable to account for these risks in compensating Class
4 Counsel. Class Counsel should also be compensated for the risks involved in undertaking this litigation
5 and expending considerable effort, all while working on a pure contingency basis. Since undertaking
6 representation of Plaintiff, Class Counsel have borne all the costs of litigation without receiving any
7 compensation for over two years. Lidman Decl., ¶ 30. During this time, Class Counsel have expended a
8 total of \$23,377.76 in actual costs and have devoted substantial time to this litigation and expect to incur
9 approximately \$545.00 in future costs for filing the instant motion, filing the final declaration regarding
10 distribution of settlement, service and messenger fees, postage fees, and/or court costs for future court
11 appearances for a total of \$23,922.76. Lidman Decl., ¶ 31; Exh. B. Class Counsel's efforts have included
12 conducting pre-filing investigation, analyzing Plaintiff's claims, conducting legal research, reviewing
13 Defendant's documents and policies, propounding formal written discovery, preparing and defending
14 Plaintiff's deposition, preparing and taking multiple PMQ depositions, analyzing Settlement Class
15 Members' timekeeping data and payroll records, preparing for and attending mediation, negotiating and
16 revising the long-form Settlement, preparing this Motion, and otherwise litigating the case. *See* Lidman
17 Decl., ¶ 30. Moreover, Class Counsel have expended time, effort, and money that they could have
18 expended on less risky cases instead. Given the considerable potential for adverse outcomes in this case,
19 including, but not limited to losing on class certification and/or merits issues, the contingent risk borne
20 by Class Counsel was great. Lidman Decl., ¶¶ 30-33.

21 Class Counsel's previous experience in litigating wage and hour class actions also supports the
22 reasonableness of the fee request. Class Counsel are well-versed in plaintiff and defense-side wage and
23 hour class action litigation, with substantial experience litigating claims for meal and rest period
24 violations, and related penalties. *See* Lidman Decl., ¶¶ 3-8. They have been certified as class counsel in
25 numerous other cases. *Id.* Their experience in similar matters was integral in evaluating the strengths
26 and weaknesses of the case against Defendants and the reasonableness of the Settlement. *See* Lidman
27 Decl., ¶ 32. Practice in the narrow field of wage and hour litigation requires skill and knowledge
28 concerning the rapidly evolving substantive state and federal law, as well as the procedural law of class

1 action litigation. *Id.* Because it is reasonable to compensate Class Counsel commensurate with their
2 skill, reputation, and experience, a fee award of one-third of the Gross Settlement Amount is reasonable.

3 Other factors also show that the fee amount requested in this case is reasonable under the
4 circumstances. This case involved nuanced legal issues including questions surrounding Defendant's
5 requirement to "provide" meal periods and "authorize and permit" rest periods, and the propriety of
6 statutory penalties, to name just a few. Lidman Decl., ¶¶ 11-24. Thus, Class Counsel's requested fee
7 award is fair, reasonable, and adequate and should be approved.

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

10 Class Counsel seek to be reimbursed a total of \$23,922.76² in litigation costs. Class Counsel's
11 request is fair, adequate, and reasonable, as all of these costs are documented and reasonably incurred.
12 See Lidman Decl., ¶ 31; Exh. B. Moreover, the costs Plaintiff seeks are the types of costs routinely
13 approved by courts. See, e.g., *Harris v. Marhoefer*, 24 F.3d 16, 19 (9th Cir. 1994) (counsel should recover
14 "those out-of-pocket expenses that would normally be charged to a fee paying client"); *Ashker v. Sayre*,
15 No. 05-03759 CW, 2011 WL 825713, at * 3 (N.D. Cal. 2011) ("costs of reproducing pleadings, motions
16 and exhibits are typically billed by attorneys to their fee-paying clients" and are reimbursable); *Trustees*
17 *of Const. Industry & Laborers Health and Welfare Trust v. Redland Ins. Co.*, 460 F.3d 1253, 1258-59
18 (9th Cir. 2006) (legal research costs are reimbursable); *In re Immune Response Securities Litigation*, 497
19 F. Supp. 2d 1166, 1177-78 (S.D. Cal. 2007) (mediation expenses, consultant and expert fees, legal
20 research, copies, postage, filing fees, messenger and overnight delivery costs are reimbursable). Because
21 the expense reimbursements requested by Class Counsel were reasonably incurred, and no Settlement
22 Class Member has objected to them, Plaintiff respectfully requests the Court should grant the request for
23 actual costs incurred.

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

25 Plaintiff also requests that the Court approve \$5,000.00 in administration costs to the Settlement
26 Administrator, Phoenix. As detailed in the declaration of Mayra Gonzalez on Behalf of Phoenix
27 submitted herewith, Phoenix performed duties in connection with this Settlement that were integral in

28 ² Class Counsel have expended a total of \$23,377.76 in actual costs and anticipates incurring costs in the amount
of \$545.00 for filing fees, service and messenger fees, and/or postage fees.

1 effectuating the Settlement and the Notice process. Among other things, Phoenix calculated each
2 Settlement Class Member's individual settlement payment, updated addresses contained in the class data
3 supplied by Defendant, formatted Notice Packets for mailing, mailed Notice Packets to all 34 Settlement
4 Class Members in English, kept the parties informed of any objections or requests for exclusion, and have
5 otherwise administered the Settlement. See Gonzalez Decl., ¶¶ 2-20. For these reasons, Phoenix's
6 requested costs are fair, reasonable, and adequate, and should be finally approved.

7 **F. Plaintiff's Requested Service Award Is Fair, Adequate, and Reasonable in View of**
8 **Plaintiff's Efforts and the Risks that She Assumed on Behalf of the Class**

9 Courts routinely approve service payments to compensate named plaintiffs for the services they
10 provide and the risks they incur during class action litigation. See, e.g., *Bell v. Farmers Ins. Exchange*,
11 115 Cal.App.4th 715, 726 (2004) (upholding "service payments" to named plaintiffs for their efforts in
12 bringing the case); *Van Vranken v. Atlantic Richfield Co.*, 901 F. Supp. 294 (N.D. Cal. 1995) (approving
13 \$50,000 service payment). In analyzing the requested service payment, courts consider the following
14 factors: the risk, both financial and otherwise, the class representative faced in bringing the suit; the
15 notoriety and personal difficulties encountered by the class representative; the actions the plaintiff has
16 taken to protect the interests of the class, the degree to which the class has benefitted from those actions,
17 and the amount of time and effort the plaintiff expended in pursuing the litigation. See *Golba v. Dick's*
18 *Sporting Goods, Inc.* (2015) 238 Cal.App.4th 1251, 1272; *Clark v. Am. Residential Servs. LLC* (2009) 175
19 Cal.App.4th 785, 804.

20 Here, analyzing those factors weigh in favor of approving Plaintiff's requested service award of
21 \$10,000.00 because request is reasonable given Plaintiff's efforts in this case and the risks she undertook
22 on behalf of Settlement Class Members. Lidman Decl., ¶ 39; Declaration of Anita Ramirez ("Ramirez
23 Decl."), ¶¶ 6-11. Plaintiff provided substantial factual information and documents to Class Counsel,
24 attended multiple meetings with Class Counsel to discuss the claims and theories at issue in the litigation,
25 prepared for and sat for a full day deposition, and was available during the mediation. See Lidman Decl.,
26 ¶ 41; Ramirez Decl., ¶¶ 6-10. The class has benefited from Plaintiff's actions as the average settlement
27 amount is \$3,734.40.

28 Further, Plaintiff understood that the lawsuit is a matter of public record and being part of the
lawsuit could stigmatize her and/or affect future employment. Ramirez Decl., ¶ 8. Plaintiff also

1 understood the risk that she could be liable for Defendant's costs if she lost the case. *Id.* at ¶ 7. Plaintiff
2 accepted these risks and burdens because she wanted Defendant to compensate its current and former
3 employees for unpaid wages. *Id.* at ¶¶ 7-8. Plaintiff estimates she spent between 15-20 hours on activities
4 related to this case. *Id.* at ¶ 10.

5 Moreover, Plaintiff has agreed to release, in addition to the released claims included within the
6 Settlement, all claims, whether known or unknown, under federal, state, or local law against Defendant
7 and the Released Parties. Plaintiff's release includes unknown claims, and that he is, as a result, waiving
8 all rights and benefits afforded by Section 1542 of the California Civil Code. *See* Settlement ¶ 3.E.

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

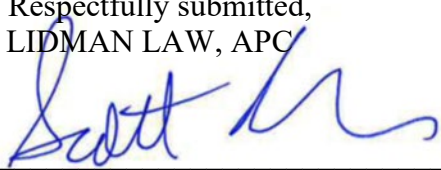
13 **V. CONCLUSION**

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

17
18 Dated: September 6, 2024

Respectfully submitted,
LIDMAN LAW, APC

19
20 By:


Scott M. Lidman
Attorney for Plaintiff
ANITA RAMIREZ