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REFUGIO GARCIA

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

REFUGIO GARCIA, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

HUNTINGTON LIBRARY ART
COLLECTIONS AND BOTANICAL
GARDENS, a Charitable Trust, HENRY E.
HUNTINGTON LIBRARY AND ART
GALLERY, corporate form unknown; and
DOES 1 through 100, inclusive,

Defendants.

Case No. 22STCV30738

*[Assigned for all purposes to the Hon. David S.
Cunningham III, Dept. SSC-11]*

**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 25, 2024
Time: 9:00 a.m.
Dept.: SSC-11

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 25, 2024 at 9:00 a.m. in Department SSC-11 of the above-entitled Court, located at 312 N. Spring Street, Los Angeles, California 90012, Plaintiff Refugio Garcia (“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 Refugio Garcia 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 Class Action and PAGA Settlement Agreement and Class Notice (herein “Settlement”);
5. Approving an award of \$407,165.00 in attorneys’ fees to Class Counsel;
6. Approving an award of \$24,433.41 in costs to Class Counsel;
7. Approving an award of \$13,500.00 in costs to Phoenix Class Action Administration Solutions for its settlement administration services;
8. Approving an incentive payment of \$7,500.00 to Plaintiff Refugio Garcia for his services as Class Representative;
9. Approving an award of \$37,500.00 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.

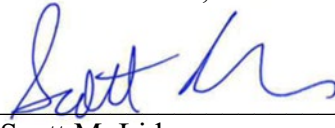
This Motion is based on this notice of motion, the attached memorandum of points and authorities attached hereto, the declarations of Scott M. Lidman, Paul K. Haines, Milan Moore, Plaintiff Refugio Garcia,¹ and Lluvia Islas of Phoenix Class Action Administration Solutions, and the exhibits attached

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

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

3
4 Dated: March 1, 2024

Respectfully submitted,
LIDMAN LAW, APC

5
6 By: 

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

2 **I. INTRODUCTION**

3 Plaintiff Refugio Garcia (“Plaintiff”) submits this memorandum of points and authorities in
4 support of his motion for final approval of the class action settlement (the “Settlement”) with Defendant
5 Henry E. Huntington Library and Art Gallery (hereinafter “The Huntington” or “Defendant”). The
6 Settlement Class is defined as: all current and former hourly-paid, non-exempt employees who worked
7 for Defendant Henry E. Huntington Library and Art Gallery in California at any time from September 20,
8 2018 through September 20, 2023.

9 In this non-reversionary Settlement, the average settlement payment to each Settlement Class
10 Member is approximately \$920.48. This is a favorable resolution of the highly disputed wage and hour
11 claims in this case and the significant litigation risks that Plaintiff faced. Since this Court granted
12 preliminary approval on November 9, 2023, nothing has changed to impact the propriety, fairness,
13 adequacy and reasonableness of the Settlement. In addition, after receiving notice of the Settlement and
14 of their projected Settlement payments, only 3 Settlement Class Members have opted-out and no one
15 submitted a written objection to the Settlement.

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

24 **II. FACTUAL AND PROCEDURAL BACKGROUND**

25 On September 20, 2022, Plaintiff filed the instant putative class action complaint. *See*
26 Declaration of Scott M. Lidman (“Lidman Decl.”), ¶ 10. On September 20, 2022, Plaintiff submitted a
27 letter to the California Labor & Workforce Development Agency (“LWDA”) and The Huntington of his
28 intention of filing a PAGA claim based on the Labor Code violations alleged in his complaint. *Id.* On

November 28, 2022, after exhausting his administrative remedies, Plaintiff filed a First Amended Class and Representative Action Complaint adding a cause of action for civil penalties under the PAGA. *Id.* On July 6, 2023, pursuant to a stipulation between the Parties and with approval by the Court, Plaintiff filed a Second Amended Class and Representative Action Complaint adding a cause of action under Labor Code section 203 for failure to pay all wages upon termination of employment. Plaintiff's primary claims/allegations are that The Huntington: (1) failed to pay all minimum wages owed; (2) failed to pay all overtime wages owed; (3) failed to provide all legally required meal periods; (4) failed to authorize and permit all legally required rest periods; (5) failed to provide accurate, itemized wage statements; (6) failed to reimburse necessary business expenses; (7) failed to timely pay all wages upon termination; (8) engaged in unlawful business practices; and (9) is liable for civil penalties under the Labor Code Private Attorneys General Act of 2004 ("PAGA"). *Id.*

A. Plaintiff's Claims

As explained in detail in the Motion for Preliminary Approval, Plaintiff's primary theories of liability are related to Defendant's alleged failure to pay for all time worked and failure to provide Settlement Class Members all legally compliant duty-free meal and rest periods. Lidman Decl., ¶ 11. Specifically, Plaintiff alleges that he and the Class Members were not fully compensated for all of their time worked because The Huntington would unlawfully shave their work time and/or round their work time such that they would not be fully paid for all time worked. *Id.* Plaintiff also alleges that this time shaving and/or rounding practice utilized by The Huntington was not-even handed over time and would almost exclusively round and shave in The Huntington's favor such that the employees were routinely underpaid for their time worked and it appeared on average to be an underpayment of approximately 1 minute per shift. *Id.* Additionally, Plaintiff alleges that The Huntington failed to compensate him and other Class Members for undergoing temperature checks and questionnaires related to the COVID-19 pandemic. *Id.* Plaintiff estimates that the temperature checks and questionnaires began in mid-2020 and took about 5 minutes each shift. *Id.*

Plaintiff alleges that he and the 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 due to the work demands imposed by The Huntington, his meal period was often

late, short, or missed in violation of California law. *Id.* Additionally, Plaintiff alleges The Huntington failed to provide legally required second meal period on shifts in excess of 10.0 hours. *Id.* Based on Plaintiff's review of the timekeeping records produced in connection with mediation, it appeared The Huntington had a 25% first meal period violation rate and a 96% second meal period violation rate. *Id.*

Plaintiff alleges that he and Class Members were also not authorized and permitted to take all required rest periods due to The Huntington's rest period policies and practices. Lidman Decl., ¶ 15. Specifically, Plaintiff alleges that due to work demands, non-exempt employees were not authorized and permitted to take duty-free net 10 minute rest periods. Thus, Plaintiff alleges that he and other non-exempt employees experienced at least one rest period violation on every shift worked in excess of 3.5 hours. *Id.*

Plaintiff alleges that The Huntington failed to reimburse him and Class Members for necessary business expenditures, including the use of their personal cellular phones for work purposes, as required under Labor Code section 2802. Lidman Decl., ¶ 17.

As a result of the alleged unpaid wages and unpaid meal period and rest period premium wages described above, Plaintiff alleges that Defendant issued inaccurate wage statements in violation of Labor Code § 226, failed to pay all wages to Settlement Class Members upon their separation of employment, and is thus liable for civil penalties under the Labor Code Private Attorney General Act ("PAGA"). *See* Lidman Decl., ¶¶ 19-23.

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

B. Mediation and Settlement

In advance of mediation, The Huntington produced timekeeping and payroll data for all putative class members during the class period through March 31, 2023, as well as its wage and hour policies and other relevant documents and information relevant to the claims alleged. Lidman Decl., ¶ 26. The time punch data produced by The Huntington included actual time punches and rounded paid hours, which allowed Plaintiff to conduct a rounding analysis. Moreover, from the time and payroll data, Plaintiff was able to analyze meal period violations. Further, if all Settlement Class members brought lawsuits for

1 unpaid wages and/or meal period violations, they would rely on timekeeping records similar to the ones
2 produced by The Huntington.

3 The information provided by The Huntington also allowed Plaintiff to calculate the necessary
4 metrics, including without limitation, class size, total number of workweeks and pay periods for the
5 relevant time periods. The key data points coupled with the timekeeping and payroll records, enabled
6 Plaintiff to create a class-wide exposure model for all the claims at issue, including unpaid wages and
7 penalties potentially owed for alleged minimum and overtime wages, and meal and rest and unpaid wages
8 violations. *Id.*

9 After the detailed review of the documents and data produced by The Huntington, Class Counsel
10 drew on their extensive experience in similar cases to assess the strengths and weaknesses of Plaintiff's
11 case. *Id.* This discovery allowed the parties to assess the merits and value of Plaintiff's claims and The
12 Huntington's defenses.

13 On June 15, 2023, a mediation was held with Mark S. Rudy, Esq., a well-respected wage and
14 hour class action mediator. Lidman Decl., ¶ 27. During mediation, the parties vigorously debated their
15 opposing legal positions, the likelihood of certification of Plaintiff's claims, and the legal basis for the
16 claims and defenses. Ultimately, the parties agreed in principle on a class-wide resolution. *Id.* In the
17 weeks that followed, the parties finalized the terms of settlement and executed the Class Action and
18 PAGA Settlement Agreement and Class Notice ("Settlement"). *Id.*

19 **C. Preliminary Approval of Settlement**

20 Plaintiff submitted the Stipulation of Settlement to the Court with his Motion for Preliminary
21 Approval on August 15, 2023. Lidman Decl., ¶ 28. On November 9, 2023, the Court granted Preliminary
22 Approval of the Settlement. *Id.*; Exh. A.

23 Plaintiff submitted the Settlement and the Court's Order Granting Preliminary Approval of the
24 Settlement to the LWDA via the LWDA's website on August 15, 2023 and March 1, 2024 respectively.
25 See Lidman Decl., ¶ 42; Exhs. D and E. Plaintiff will also provide the LWDA with a copy of the instant
26 motion for final approval and supporting documents after the instant motion is filed and will file a
27 supplemental proof of service prior to the hearing. See Lidman Decl., ¶ 41.

28 On November 18, 2023, Phoenix mailed the Notice via U.S. first class mail, in English and

Spanish, to all 784 Settlement Class members on the Class List who had until February 16, 2024 to request for exclusion, objections, and/or submit disputes. *See* Declaration of Lluvia Islas of Phoenix Class Action Administration Solutions. (“Islas Decl.”), ¶¶ 5 and 9-11. As of the date of this filing, there have been **only 3 requests for exclusion, no objections, and no disputes** received. *Id.* at ¶¶ 9-11. Plaintiff now respectfully submits the Settlement for this Court’s final approval.

III. SUMMARY OF THE SETTLEMENT AND NOTICE PROCESS

A. Settlement Class Definition

The Settlement Class encompasses: all current and former hourly-paid, non-exempt employees who worked for Defendant Henry E. Huntington Library and Art Gallery in California at any time from September 20, 2018 through September 20, 2023. *Lidman Decl.*, ¶ 29.

B. Monetary Terms of the Settlement

The Settlement provides for Defendant to pay a Gross Settlement Amount of 1,221,495.00. *See* Islas Decl., ¶ 13. The Net Settlement Amount is the amount remaining from the Gross Settlement Amount after deducting requested Class Counsel attorneys' fees (\$407,165.00), and Class Counsel costs (\$24,433.41), requested Service Award to Plaintiff Jose Salcido (\$7,500.00), the payment to the LWDA for its share of civil penalties (\$37,500.00), and the requested Settlement Administration Costs (\$13,500.00). *Id.* Based on these requested amounts, the Net Settlement Amount is calculated to be approximately **\$731,396.59**. *Id.*

An Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member’s Workweeks. Settlement, ¶ 3.2.5.

The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees’ 25% share of PAGA Penalties \$12,500.00 by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee’s PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment. Settlement, ¶ 3.2.4.1.

For purposes of calculating applicable taxes and withholdings, Twenty Percent (20%) of each Participating Class Member’s Individual Class Payment will be allocated to settlement of wage claims

(the “Wage Portion”). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. Eighty Percent (80%) of each Participating Class Member’s Individual Class Payment will be allocated to settlement of claims for interest and penalties (the “Non-Wage Portion”). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Settlement, ¶ 3.2.6.

Defendant will pay the employer’s share of payroll taxes separately from, and in addition to, the Gross Settlement Amount. Settlement, ¶ 3.1.

C. Summary of Notice Process

1. Mailing of Notice Packets

On December 1, 2023, Defendant provided Phoenix with data files containing the names, last known mailing addresses, Social Security numbers, and workweeks for each Class Member during the Class Period. Islas Decl., ¶ 3. After performing address updates and verifications, Phoenix mailed the Notice Packet to 784 Settlement Class Members on December 18, 2023 in English and Spanish. *Id.* at ¶ 5. Following the initial mailing, 18 Class Notices were returned to Phoenix by the Post Office, and 11 were re-mailed. *Id.* at ¶ 7. As of the date of filing this final approval motion, 7 Class Notices remain undeliverable because no forwarding address was provided and/or no new address could be located through Skip Trace. *Id.* at ¶ 8.

The deadline for Settlement Class Members to submit objections, requests for exclusion, or disputes was February 16, 2024. Islas Decl., ¶¶ 9-11. As of the date of this filing, there were no requests for exclusion, no objections, and no disputes. *Id.* at ¶¶ 9-11. Accordingly, as of the date of this Motion, the participation rate amongst the Settlement Class Members is 99.62% and the average estimated payment is \$920.48, with the highest estimated payment to a Settlement Class Member being \$2,347.09, the lowest estimated payment to a Settlement Class Member being \$8.82. *Id.* at ¶ 14.

D. Timing of Payments

Defendant shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Defendant’s share of payroll taxes by transmitting the funds to the Administrator no later than 30 days after the Effective Date. *See* Settlement, ¶ 4.3. “Effective Date” means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the

Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur. See Settlement, ¶ 1.18.

After disbursement, Settlement Class Members will have at least 180 days to cash their checks. See Lidman Decl., ¶ 29; Settlement ¶ 4.4.1. Funds remaining unclaimed will be distributed to the California State Controller's Office – Unclaimed Property Fund in the name of the Settlement Class Member. See Lidman Decl., ¶ 29; Settlement ¶ 4.4.3.

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 garcia-v-huntington-library.phonexcases.com. See Islas Decl., ¶5, Exh. A.

IV. ARGUMENT

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

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

Here, this Court found that the Class meets all the requirements for class certification for settlement purposes when it granted preliminary approval of the Settlement on November 9, 2023. See Lidman Decl., ¶ 28; Exh. A. After the Court entered an order granting preliminary approval, no events have occurred to cast doubt on the propriety of this determination. In fact, the reaction of the Settlement Class Members thus far to the Settlement has been strongly in support of the Settlement. Only 3

Settlement Class Member has requested for exclusion from the Settlement (0.38%), no Settlement Class Member has objected to any portion of the Settlement, and no Settlement Class Member has disputed the Settlement. *See* Islas Decl., ¶¶ 9-11. This Court should therefore confirm its conditional certification of the Settlement Class.

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

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

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

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

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

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

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

15 As detailed in Plaintiff’s Preliminary Approval Motion, there is significant risk of non-certification
16 and/or not prevailing on the merits with respect to each of Plaintiff’s claims. For example, with respect
17 to Plaintiff’s unlawful rounding claims, The Huntington contends that it compensated Class Members for
18 all of their time worked, and also that many class members were actually overpaid by its rounding practices
19 rather than underpaid. Lidman Decl., ¶ 12. The Huntington also contends that its rounding practices were
20 lawful, and any unpaid time, if any, was *de minimis* and therefore non-compensable. *Id.* The Huntington
21 also argued that the temperature checks and questionnaires took seconds not minutes and were thus *de*
22 *minimis*. *Id.* The Huntington further asserts that Plaintiff would be unable to certify given the
23 individualized inquiries that would be required, and also that The Huntington’s rounding
24 policy/mechanism was, according to it, neutral on its face and in its application. *Id.* Furthermore, The
25 Huntington asserts that even if Plaintiff could establish violations, their calculations of potential damages
26 grossly overstate the potential recovery, given the limited period of time in which these policies were in
27 effect. For example, Plaintiff’s damage theory assumes that the rounding policy was in place throughout
28 the class period, even though the records show that any such policy was discontinued in May of 2021.

1 Similarly, Plaintiff assumes that The Huntington conducted temperature checks at all times since 2020,
2 even though that screening practice lasted for just 14 months. *Id.*

3 As for Plaintiff's meal period claims, The Huntington counters that it has always maintained a
4 lawful meal period policy and provided non-exempt employees with an opportunity to take legally
5 compliant meal periods, and any non-compliant meal periods reflected in employee timekeeping records
6 were solely the result of employee choice, rather than any policy or practice of The Huntington. Lidman
7 Decl., ¶ 14. The Huntington points out that under *Brinker Restaurant Corp. v. Superior Court* (2012) 53
8 Cal. 4th 1004, it is only required to "provide" the opportunity to take meal periods, not "ensure" meal
9 periods are taken, and that they have always done so. *Brinker, supra*, 53 Cal.4th at 1038 (rejecting
10 "ensure" standard). The Huntington also contends that it paid more than \$100,000 in meal period
11 premiums and that Class Members signed second meal period waivers rendering the second meal period
12 violation rate over-valued. Finally, The Huntington contends Plaintiff's meal period claim is not suited
13 for class certification, since individual inquiries would be required to assess which employees took non-
14 compliant meal periods, how many meal periods were non-compliant or missed, and the reasons why a
15 particular employee took a non-compliant meal period or missed a meal period during a particular shift.
16 *Id.*

17 As for Plaintiff's rest period claims, The Huntington contends it has always maintained and
18 enforced lawful rest period policies and practices, and that Settlement Class Members were authorized
19 and permitted to take all off-duty rest periods in compliance with California law. Lidman Decl., ¶ 16.
20 The Huntington further notes that its policies went beyond the ten-minute rest break requirements of
21 California law by authorizing Settlement Class Members to take 15-minute rest breaks. The Huntington
22 also argues that Plaintiff's rest period claim is 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 unreimbursed business expenses, The Huntington denies that it failed to
26 reimburse for any necessary expenses, notes that its policies authorized reimbursement for cell phone
27 expenses, and that The Huntington actually paid for cell phone reimbursement for numerous employees.
28 Lidman Decl., ¶ 18. The Huntington also argues that this claim is not suitable for class treatment, it

1 maintained a lawful expense reimbursement policy, Plaintiff was not required to use his personal cellular
2 phone, and individualized determinations would be required as to how often each employee used their
3 personal cellular phone. *Id.*

4 As for Plaintiff's claim for wage statement violations, The Huntington denies that there were any
5 wage statement violations and further argues that its alleged wage statement violations could not be shown
6 to be "knowing and intentional," and that Plaintiff cannot show that he or any other employee "suffer[ed]
7 injury" as a result of the alleged wage statement violations, as required by Lab. Code § 226(e) for
8 imposition of penalties. Lidman Decl., ¶ 20.

9 As for Plaintiff's claim for waiting time penalties, The Huntington asserts it has strong defenses
10 to the waiting time claim because there exist good-faith disputes as to Plaintiff's underlying claims,
11 precluding imposition of penalties. Lidman Decl., ¶ 22. *See also* 8 Cal. Code Regs. § 13520 (a "good
12 faith dispute that any wages are due will preclude imposition of waiting time penalties"); *Kao v. Joy*
13 *Holiday*, 12 Cal.App.5th 947, 963 (2017) (holding that "good faith dispute" over whether employee was
14 exempt precluded imposition of waiting time penalties over contested wages owed). *Id.*

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

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

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

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

6 An Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total
7 number of Workweeks worked by all Participating Class Members during the Class Period and (b)
8 multiplying the result by each Participating Class Member's Workweeks. *See* Settlement, ¶ 3.2.4. This
9 method of distribution compensates Settlement Class Members based on the estimated extent of their
10 injuries, as Settlement Class Members who worked more workweeks, would have been subject to more
11 of the alleged wage and hour violations than those who worked fewer weeks. Thus, the formula for
12 compensating Settlement Class Members is fair, adequate, and reasonable, as it is tethered to the damages
13 and penalties that could be recovered by them.

14 **3. *The 99.62% Participation Rate and Absence of Any Objections Further***
15 ***Confirms That the Settlement is Fair, Adequate, and Reasonable***

16 Class members' response to a settlement is relevant in evaluating whether it merits final approval.
17 *Dunk, supra*, 48 Cal.App.4th at 1801. The lack of objections and very minimal 3 requests for exclusion
18 supports a fairness presumption. *See 7-Eleven Owners for Fair Franchising v. Southland Corp.* (2000)
19 85 Cal.App.4th 1135, 1152-53 (finding 9 objections and 80 opt-outs from a class of 5,454 showed a
20 "particularly impressive" favorable response from class members). Here, as of the filing of this Motion,
21 not a single Settlement Class Member has objected to the Settlement and only 3 Settlement Class
22 Members have elected to opt-out of the Settlement. In addition, only 7 of the 784 Class Notices were
23 returned undeliverable. *Islas Decl.*, ¶¶ 8-12. The extremely favorable response of the Settlement Class
24 further confirms that the Settlement is fair, adequate, and reasonable.

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

27 Plaintiff and the Settlement Class, as the prevailing parties in settlement, are entitled to recover
28 their attorneys' fees and costs for their wage claims. *See* Lab. Code §§ 218.5, 226(e) and 2699(g). A fee
award is justified where the legal action has produced its benefits by way of a voluntary settlement. *See,*
e.g., Maria P. v. Riles, 43 Cal.3d 1281, 1290-91 (1987); *Westside Community for Independent Living,*

1 *Inc. v. Obledo*, 33 Cal.3d 348, 352-53 (1983). When a settlement results in a common fund for the benefit
2 of a class, class counsel may be awarded fees as a percentage of the common fund. *See Wershba, supra*,
3 91 Cal.App.4th at 254 (recognizing the “percentage of recovery” method).

4 Plaintiff has provided written approval of the split of attorneys’ fees in this action. Lidman Decl.,
5 ¶ 39.

6 The California Supreme Court confirmed in *Laffitte v. Robert Half Int’l, Inc.*, 1 Cal.5th 480, 506
7 (2016), that “[t]he percentage of fund method survives in California class action cases.” Specifically, the
8 *Laffitte* Court held:

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

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

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

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

6 Here, Class Counsel’s fee request of \$407,165.00 (one-third of the Gross Settlement Amount) is
7 fair and reasonable based on a percentage of the recovery confirmed with a lodestar cross-check. First,
8 “regardless of whether the percentage method or the lodestar method is used, fee awards in class actions
9 average around one-third of the recovery.” *Chavez v. Netflix, Inc.*, 162 Cal.App.4th 43, 66, n.11 (2008);
10 *see also, e.g., Cicero v. DirectTV, Inc.*, No. EDCV 07-1182, 2010 WL 2991486 at * 7 (C.D. Cal. July 27,
11 2010) (observing that “30-50% [is] commonly awarded in cases in which the common fund is relatively
12 small” and that in California, “courts usually award attorneys’ fees in the 30-40% range in wage and hour
13 class actions...”); *Williams v. Costco Wholesale Corp.*, No. 02-cv-2003 IEG (AJB), 2010 WL 2721452
14 at * 6 (S.D. Cal. July 7, 2010) (collecting cases where courts awarded between 33.33% and 40% in
15 attorneys’ fees in wage and hour class actions). This is also consistent with Class Counsel’s experience
16 in similar wage and hour class action matters. *See* Lidman Decl., ¶ 30. Thus, the percentage sought by
17 Class Counsel here (the same percentage sought by class counsel in *Laffitte*) is reasonable.

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

26 Under California law, lodestar multipliers can range from 2 to 4 or even higher. *See, e.g., Chavez*,
27 *supra*, 162 Cal.App.4th at 49-50 (approving multiplier of approximately 2.5); *City of Oakland v. Oakland*
28 *Raiders*, 203 Cal.App.3d 78 (1988) (approving multiplier of ~2.34); *Coalition for L. County Planning*

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

In this case, Class Counsel have a lodestar of \$202,637.50 which results in an approximate 2.01 multiplier compared to the \$407,165.00 fee request. *See* Lidman Decl., ¶ 36. A general summary showing the number of hours of work performed by each attorney and paralegals is set forth below. *Id.*

Name	Rate	Hours	Pre-Multiplier Lodestar
Scott M. Lidman (25th Year Attorney)	\$900	89.4	\$80,460
Elizabeth Nguyen (17th Year Attorney)	\$800	53.1	\$42,480
Paul K. Haines (16th Year Attorney)	\$800	19.8	\$15,840
Milan Moore (7th Year Attorney)	\$650	93.8	\$60,970
Paralegals	\$175	16.5	\$2,887.50
Total Lodestar			\$202,637.50

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., ¶ 36, Exh. C. Based on the *Laffey* Matrix, the hourly rate for a 24rd year attorney is \$997, the hourly rate for a 16th year attorney is \$829, and the hourly rate for a 6th year attorney is \$508. *Id.* 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).

1 First, Class Counsel negotiated a substantial recovery for the Settlement Class, resulting in a
2 current participation rate of 100%, and not a single Settlement Class Member has objected to the
3 Settlement or to Class Counsel's requested fees as of the date of this filing. *See* Islas Decl., ¶¶ 9-11.
4 Additionally, the *average* settlement payment in this case of approximately \$920.48 is in line with, and
5 above, settlement payments in similar wage and hour class action settlements. *See, e.g., Sorenson v.*
6 *PetSmart, Inc.*, Case No. 2:06-CV-02674-JAM-DAD (E.D. Cal. 2008) (wage and hour class action
7 settlement approved where average class member recovery was approximately \$60); *Schiller v. David's*
8 *Bridal, Inc.*, No. 1:10-cv-00616-AWI-SKO, 2012 WL 2117001, at *18 (E.D. Cal. 2012) (finding that
9 average payment to class members of less than \$200 was a "good" result); *Williams v. Centerplate, Inc.*,
10 Nos. 11-CV-2159-H-KSC, 12-CV-0008-H-KSC, 2013 WL 4525428, at *4 (S.D. Cal. 2013) (granting
11 final approval of class action settlement where average recovery for each class member was
12 approximately \$108). The fact that Class Counsel achieved these results without engaging in a protracted
13 legal battle, in the face of serious defense challenges and an uncertain legal landscape, confirms the
14 strength of the results achieved.

15 As discussed above, this case presented significant risk as to both class certification and merits
16 considerations. Accordingly, it is fair and reasonable to account for these risks in compensating Class
17 Counsel. Class Counsel should also be compensated for the risks involved in undertaking this litigation
18 and expending considerable effort, all while working on a pure contingency basis. Since undertaking
19 representation of Plaintiff, Class Counsel have borne all the costs of litigation without receiving any
20 compensation for over two years. Lidman Decl., ¶ 32. During this time, Class Counsel have expended a
21 total of \$23,983.41 in actual costs and have devoted substantial time to this litigation and expect to incur
22 approximately \$450.00 in future costs for filing the final declaration regarding distribution of settlement,
23 Case Anywhere fees, service and messenger fees, postage fees, and/or online fees to retrieve conformed
24 copies of documents.² Lidman Decl., ¶ 32; Exh. B. Class Counsel's efforts have included conducting
25 pre-filing investigation, analyzing Plaintiff's claims, conducting legal research, reviewing Defendant's
26 documents and policies, analyzing Settlement Class Members' timekeeping data and payroll records,

27
28

² This includes total costs incurred by both law firms.

1 preparing for and attending mediation, negotiating and revising the long-form Settlement Agreement,
2 preparing the Motions for Preliminary and Final Approval, overseeing the settlement administration
3 process, communicating with Settlement Class Members, and otherwise litigating this case. *See* Lidman
4 Decl., ¶ 31. Moreover, Class Counsel have expended time, effort, and money that they could have
5 expended on less risky cases instead. Given the considerable potential for adverse outcomes in this case,
6 including, but not limited to losing on class certification and/or merits issues, the contingent risk borne
7 by Class Counsel was great. Lidman Decl., ¶¶ 31-34.

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

19 Other factors also show that the fee amount requested in this case is reasonable under the
20 circumstances. This case involved nuanced legal issues including questions surrounding Defendant’s
21 requirement to “provide” meal periods and “authorize and permit” rest periods, and the propriety of
22 statutory penalties, to name just a few. Lidman Decl., ¶¶ 11-32. Thus, Class Counsel’s requested fee
23 award is fair, reasonable, and adequate and should be approved.

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

26 Class Counsel seek to be reimbursed a total of \$24,433.41³ in litigation costs. Class Counsel’s

27 ³ Class Counsel have expended a total of \$23,983.41 in actual costs and anticipates incurring costs in the amount
28 of \$450.00 for filing the final declaration regarding distribution of settlement, Case Anywhere fees, service and
messenger fees, postage fees, and/or online fees to retrieve conformed copies of documents.

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

E. The Court Should Finally Approve the Requested Administration Costs

Plaintiff also requests that the Court approve \$13,500.00 in administration costs to the Settlement Administrator, Phoenix. As detailed in the declaration of Lluvia Islas on Behalf of Phoenix Class Action Administration Solutions submitted herewith, Phoenix performed duties in connection with this Settlement that were integral in effectuating the Settlement and the Notice process. Among other things, Phoenix calculated each Settlement Class Member’s individual settlement payment, updated addresses contained in the class data supplied by Defendant, formatted Class Notices for mailing, mailed Class Notices to all 784 Settlement Class Members in English and Spanish, kept the parties informed of any objections or requests for exclusion, and have otherwise administered the Settlement. *See* Islas Decl., ¶¶ 2-17. For these reasons, Phoenix’s requested costs are fair, reasonable, and adequate, and should be finally approved.

F. Plaintiff’s Requested Service Award Is Fair, Adequate, and Reasonable in View of Plaintiff’s Efforts and the Risks that He Assumed on Behalf of the Class

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

1 115 Cal.App.4th 715, 726 (2004) (upholding “service payments” to named plaintiffs for their efforts in
2 bringing the case); *Van Vranken v. Atlantic Richfield Co.*, 901 F. Supp. 294 (N.D. Cal. 1995) (approving
3 \$50,000 service payment). In analyzing the requested service payment, courts consider the following
4 factors: the risk, both financial and otherwise, the class representative faced in bringing the suit; the
5 notoriety and personal difficulties encountered by the class representative; the actions the plaintiff has
6 taken to protect the interests of the class, the degree to which the class has benefitted from those actions,
7 and the amount of time and effort the plaintiff expended in pursuing the litigation. *See Golba v. Dick’s*
8 *Sporting Goods, Inc.* (2015) 238 Cal.App.4th 1251, 1272; *Clark v. Am. Residential Servs. LLC* (2009) 175
9 Cal.App.4th 785, 804.

10 Here, analyzing those factors weigh in favor of approving Plaintiff’s requested service award of
11 \$7,500.00 because request is reasonable given Plaintiff’s efforts in this case and the risks he undertook
12 on behalf of Settlement Class Members. *See* Lidman Decl., ¶ 40; Declaration of Refugio Garcia (“Garcia
13 Decl.”), ¶¶ 6-12. Plaintiff gathered documents for use in the lawsuit, and worked with Class Counsel on
14 the case, including preparing for mediation and discussing the case, the merits, the defenses, and
15 settlement. *See* Lidman Decl., ¶ 40; Garcia Decl., ¶¶ 6 and 8. The class has benefited from Plaintiff’s
16 actions as the average settlement amount is \$920.48.

17 Further, Plaintiff understood that the lawsuit is a matter of public record and being part of the
18 lawsuit could stigmatize him and/or affect future employment. *See* Lidman Decl., ¶ 40; Garcia Decl., ¶ 7.
19 Plaintiff also understood the risk that he could be liable for Defendant’s costs if he lost the case. *See*
20 Lidman Decl., ¶ 40; Garcia Decl., ¶ 7. Plaintiff accepted these risks and burdens because he wanted
21 Defendants to compensate their current and former employees for unpaid wages. Salcido Decl., ¶¶ 7.
22 Plaintiff estimates he spent approximately 10 hours on activities related to this case. *Id.* at ¶ 8.

23 Moreover, Plaintiff has agreed to release, in addition to the released claims included within the
24 Settlement, all claims, whether known or unknown, under federal, state, or local law against Defendants
25 and the Released Parties. Plaintiff’s release includes unknown claims, and that he is, as a result, waiving
26 all rights and benefits afforded by Section 1542 of the California Civil Code. *See* Lidman Decl., ¶ 39;
27 Settlement ¶ 5.1.1.

28 Moreover, after receiving notice of the proposed Class Representative Service Award for Plaintiff,

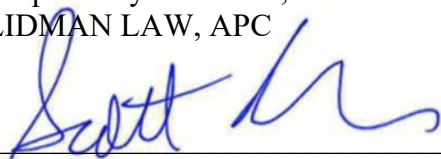
1 no Settlement Class Member has objected to the proposed award, as of the date of this filing. *See* Salinas
2 Decl., ¶ 10. Thus, the service award to Plaintiff is appropriate and justified as part of the Settlement and
3 should be finally approved.

4 **V. CONCLUSION**

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

8
9 Dated: March 1, 2024

Respectfully submitted,
LIDMAN LAW, APC

10
11 By: 

12 Scott M. Lidman
13 Attorney for Plaintiff
14 REFUGIO GARCIA
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