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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

ALICIA VELASQUEZ, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

LINZER PRODUCTS CORPORATION, a New
York corporation; and DOES 1 through 100,
inclusive,

Defendants.

Case No. 22STCV28665

*[Assigned for all purposes to the Honorable
Lawrence P. Riff, Dept. SSC-7]*

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

Date: June 24, 2024
Time: 10:00 a.m.
Dept.: SSC-7

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 June
3 24, 2024 at 10:00 a.m. in Department 7 of the above-entitled Court, located at 312 N. Spring Street, Los
4 Angeles, California 90012, Plaintiff Alicia Velasquez (“Plaintiff”), individually and on behalf of a class
5 of similarly situated individuals, will and hereby does move this Court for:

- 6 1. Confirming the certification of the Settlement Class for settlement purposes under Section
7 382 of the California Code of Civil Procedure;
- 8 2. Confirming the appointment of Plaintiff Alicia Velasquez as Class Representative for
9 settlement purposes;
- 10 3. Confirming the appointment of Scott M. Lidman and Milan Moore of Lidman Law, APC
11 and Paul Haines of Haines Law Group, APC, as Class Counsel for settlement purposes;
- 12 4. Granting final approval of the Amended Stipulation of Settlement (hereinafter the
13 “Settlement”);
- 14 5. Approving an award of \$419,146.31 in attorneys’ fees to Class Counsel;
- 15 6. Approving an award of \$19,174.89 in costs to Class Counsel;
- 16 7. Approving an award of \$11,000.00 in costs to Phoenix Settlement Administrators for its
17 settlement administration services;
- 18 8. Approving a service award of \$5,000.00 to Plaintiff Alicia Velasquez for her services as
19 Class Representative;
- 20 9. Approving an award of \$56,250.00 to the Labor & Workforce Development Agency
21 (“LWDA”); and
- 22 10. Entering final judgment in the form of the [Proposed] Order Granting Plaintiff’s Motion for
23 Final Approval of Class Action Settlement and Final Judgment filed concurrently herewith.

24 This Motion is made on the following grounds: (1) the Settlement Class continues to meet the
25 requirements for class certification for settlement purposes only under Code of Civil Procedure § 382;
26 (2) Plaintiff and Class Counsel continue to be adequate representatives of the Settlement Class; (3) the
27 Settlement is a fair, adequate, and reasonable compromise of disputed wage and hour claims; (4) the
28 requested awards of attorneys’ fees and costs, service award, LWDA payment, and settlement

1 administration costs are all fair, adequate, and reasonable; and (5) in light of the foregoing, the
2 [Proposed] Order Granting Plaintiff's Motion for Final Approval of Class Action Settlement and Final
3 Judgment submitted concurrently herewith should be entered so as to give finality to, and allow for
4 disbursements from, the Settlement.

5 This Motion is based on this Notice; the attached Memorandum of Points and Authorities; the
6 supporting declarations of Scott M. Lidman, Milan Moore, Paul K. Haines, Plaintiff Alicia Velasquez¹,
7 Mayra Gonzalez of Phoenix Settlement Administrators, and the exhibits attached thereto; the
8 Settlement; all other pleadings and papers on file in this action; and on any further oral or documentary
9 evidence or argument presented at the time of hearing.

10
11 Dated: May 30, 2024

Respectfully submitted,
LIDMAN LAW, APC

12
13 By:



14 Scott M. Lidman
15 Attorney for Plaintiff
16 ALICIA VELASQUEZ
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27 ¹ The declaration of Plaintiff Alicia Velasquez was originally filed with this Court in connection with
28 the Motion for Preliminary Approval. For the convenience of the Court, Plaintiff has re-filed her
declaration with the instant Motion.

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1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. INTRODUCTION**

3 Plaintiff Alicia Velasquez (“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 Linzer Productions Corp. (hereinafter “Linzer” or “Defendant”) on behalf of the Settlement Class defined
6 as: “All current and former non-exempt, hourly employees of Defendant Linzer Products Corp. who
7 worked for Defendant Linzer Products Corp. at any time in California during the Class Period, including
8 all current and former non-exempt, hourly employees assigned by staffing agencies Partnership Staffing
9 Solutions, LLC, Partnership 3, Inc., or Partners Personnel Management Services, LLC to work for
10 Defendant Linzer Products Corp. at any time in California during the Class Period. Class Period means
11 the time period between September 2, 2018 and December 5, 2023.”

12 In this non-reversionary Settlement, all participating Settlement Class members will receive
13 **automatic** payments without the need to submit a claim form, resulting in an average settlement payment
14 of approximately \$1,217.59 to each participating Settlement Class member. This is a favorable resolution
15 of the highly disputed wage and hour claims in this case and the significant litigation risks that Plaintiff
16 faced.

17 Since this Court granted preliminary approval on December 5, 2023, nothing has changed to
18 impact the propriety, fairness, adequacy and reasonableness of the Settlement. In addition, after receiving
19 notice of the Settlement and of their projected Settlement payments, only 1 of the 599 Settlement Class
20 member has opted out of the Settlement and not a single Settlement Class member filed an objection to
21 any portion of the Settlement.

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

1 In light of the foregoing, Plaintiff respectfully requests that this Court enter the [Proposed] Order
2 Granting Plaintiff's Motion for Final Approval of Class Action Settlement and [Proposed] Final Judgment
3 submitted concurrently herewith.

4 **II. FACTUAL AND PROCEDURAL BACKGROUND**

5 On September 2, 2022, Plaintiff filed the instant putative class action complaint. *See* Declaration
6 of Scott M. Lidman ("Lidman Decl."), ¶ 10. On September 12, 2022, Plaintiff submitted a letter to the
7 California Labor & Workforce Development Agency ("LWDA") and Linzer of her intention of filing a
8 PAGA claim based on the labor code violations as alleged in his complaint. *Id.* On May 25, 2023, after
9 exhausting her administrative remedies, Plaintiff filed a First Amended Class and Representative Action
10 Complaint adding a cause of action for civil penalties under the PAGA. *Id.* On July 21, 2023, pursuant
11 to the settlement, Plaintiff submitted a supplemental letter to the LWDA and Linzer of her intention of
12 adding a cause of action for waiting time penalties. *Id.* On September 25, 2023, Plaintiff filed a Second
13 Amended Class and Representative Action Complaint. *Id.* Thus, Plaintiff's primary claims are that
14 Linzer: (1) failed to pay all minimum wages owed; (2) failed to pay all overtime wages owed; (3) failed
15 to provide all legally required meal periods; (4) failed to authorize and permit all legally required rest
16 periods; (5) failed to provide accurate, itemized wage statements; (6) failed to reimburse necessary
17 business expenses; (7) engaged in unlawful business practices; (8) failed to pay all wages upon separation
18 of employment; and (9) is liable for civil penalties under the Labor Code Private Attorneys General Act
19 of 2004 ("PAGA").

20 **A. Plaintiff's Claims**

21 As explained in detail in the Motion for Preliminary Approval, Plaintiff's primary theories of
22 liability are related to Linzer's alleged failure to pay Settlement Class members for all time worked and
23 its alleged failure provide Settlement Class members all legally compliant duty-free meal and rest periods.
24 Lidman Decl., ¶¶ 17-28. Specifically, Plaintiff alleges the Class Members were not fully compensated for
25 all of their time worked due to unlawful shaving of time worked and/or rounding such that they would not
26 be fully paid for all time worked. Lidman Decl., ¶ 17. Plaintiff also alleges that this practice was not
27 even-handed over time and the employees were routinely underpaid for their time worked. Based on
28 Plaintiff's review of the timekeeping and payroll data, it appeared that on average Class Members were

1 underpaid about 12 minutes per shift. Additionally, Plaintiff alleges that Linzer required her and other
2 Class Members to complete daily screening questionnaires in connection with the COVID-19 pandemic
3 but failed to compensate them for such time, which took approximately 5 minutes to complete. *Id.*

4 Plaintiff alleges that as a result of the work demands imposed by Linzer and the bell signaling
5 system, the Settlement Class Members were not provided a full uninterrupted 30-minute meal period
6 before the end of the fifth hour of work. Lidman Decl., ¶ 19.

7 Plaintiff alleges that as a result of the bell signaling system imposed by Linzer, non-exempt
8 employees were not authorized and permitted to take duty-free net 10-minute rest periods. Lidman Decl.,
9 ¶ 21. A bell rang at the beginning of the rest period and then a second bell rang exactly 10 minutes later
10 signaling the end of the rest period. Linzer's policy required the employees to return to their workstation
11 prior to the second bell ringing. Thus, Plaintiff alleges the Class Members experienced at least one rest
12 period violation on every shift worked in excess of 3.5 hours. *Id.*

13 Plaintiff further alleges that Linzer issued inaccurate wage statements in violation of Labor Code
14 section 226 as a result of the alleged unpaid minimum wages and overtime wages, and meal and rest
15 period premium wages described above. Lidman Decl., ¶ 23. Plaintiff also contends that this conduct
16 violated Labor Code section 226(a) because the wage statements issued to Settlement Class Members did
17 not include all hours worked and the rate at which they were being paid.

18 Plaintiff alleges that Linzer required its non-exempt employees to use their personal cellular
19 phones for work-related purposes to complete the daily COVID-19 screening survey but Linzer did not
20 reimburse the Class Members for the cell phones and/or the data usage. Lidman Decl., ¶ 25.

21 Plaintiff alleges that Linzer is also liable for waiting time penalties under Labor Code section 203
22 as a result of its failure to timely pay all wages upon separation. Lidman Decl., ¶ 27. There are
23 approximately 328 Class Members who have separated their employment during the relevant time period.
24 *Id.*

25 Plaintiff also seeks civil penalties under the PAGA as a result of the foregoing alleged Labor Code
26 violations. Lidman Decl., ¶ 29.

27 As explained *infra* and in Plaintiff's Motion for Preliminary Approval, Linzer denies Plaintiff's
28 claims, maintains that it has consistently compensated Settlement Class Members in accordance with all

1 applicable laws, and asserts several affirmative defenses, both on the merits and with respect to class
2 certification.

3 **B. Mediation and Settlement**

4 In advance of mediation, Linzer produced a 20% sampling timekeeping and payroll data for the
5 putative class, as well as its wage and hour policies and other relevant documents and information relevant
6 to the claims alleged. Lidman Decl., ¶ 11. Specifically, Plaintiff received a list of unique Employee ID
7 numbers. The Parties agreed that Plaintiff's sample shall represent 20% of the total Employee ID numbers.
8 *Id.* Using Excel's "RAND" function which randomly generates a value between 0 and 1, each of the 422
9 Employee ID numbers was randomly assigned such a value. After the random assignment, the list of
10 Employee ID numbers was sorted in ascending order according to the values randomly assigned. After
11 the list was sorted, Plaintiff selected the first 84 Employee ID numbers, which represents a 20% sampling.

12 In addition to the representative sampling, Linzer produced key data points and all relevant written
13 wage and hour policies in effect during the relevant time periods. Specifically, Plaintiff was provided
14 with the following:

- 15 • Plaintiff's personnel files and timekeeping and payroll documents;
- 16 • Key data points, including total number of employees, workweeks, and pay periods during the
17 relevant time period;
- 18 • Exemplars of the wage statements provided during the relevant time period;
- 19 • Linzer's Bell Schedule;
- 20 • Linzer's job descriptions;
- 21 • Linzer's Employee Handbook for 2018;

22 This information coupled with the representative data sampling, enabled Plaintiff to extrapolate to
23 the entire class and aided in Plaintiff's creation of a class-wide exposure model for all the claims at issue,
24 including unpaid wages and penalties potentially owed for alleged minimum and overtime wages, and
25 meal and rest and unpaid wages violations. Ultimately, this discovery allowed the parties to assess the
26 merits and value of Plaintiff's claims and Linzer's defenses thereto. *Id.*

27 On April 19, 2023, a mediation was held with Jeffrey Ross, Esq., a well-respected wage and hour
28 class action mediator. Lidman Decl., ¶ 12. During mediation, the parties vigorously debated their
opposing legal positions, the likelihood of certification of Plaintiff's claims, and the legal basis for the

claims and defenses. *Id.*

C. Preliminary Approval of Settlement

Plaintiff filed the Settlement to the Court with her Motion for Preliminary Approval on September 14, 2023. Lidman Decl., ¶ 13. On September 14, 2023, Plaintiff also submitted the Settlement to the LWDA. Lidman Decl., ¶ 41, Exh. D.

Subsequently on December 5, 2023, the Court granted preliminary approval of the class action settlement, approving the Settlement. Lidman Decl., ¶ 13, Exh. A (Order Granting Preliminary Approval). Plaintiff submitted to the LWDA the Order Granting Preliminary Approval on May 30, 2024. Lidman Decl., ¶ 42, Exh. E.

On March 25, 2024, the Court-approved Class Notice was sent to 599 Settlement Class members. The Settlement Class members had until May 24, 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 **1 opt-out**. *Id.*, ¶¶ 8-10. 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 approved at the preliminary approval stage encompassed “[current and former non-exempt, hourly employees of Defendant Linzer Products Corp. who worked for Defendant Linzer Products Corp. at any time in California during the Class Period, including all current and former non-exempt, hourly employees assigned by staffing agencies Partnership Staffing Solutions, LLC, Partnership 3, Inc., or Partners Personnel Management Services, LLC to work for Defendant Linzer Products Corp. at any time in California during the Class Period. Class Period means the time period between September 2, 2018 and December 5, 2023.”

As of the date of Preliminary Approval on December 5, 2023, the total number of workweeks at issue in the Settlement was 35,883. Gonzalez Decl., ¶ 3. Because the escalator clause was triggered the Gross Settlement increased by \$282,438.93 to a total of \$1,257,438.93.

B. Monetary Terms of the Settlement

The Settlement requires to pay a Gross Settlement Amount (“GSA”) of \$1,257,438.93. Gonzalez

Decl., ¶ 12. The Net Settlement Amount (“NSA”) is the amount remaining from the GSA after deducting requested attorneys’ fees (\$419,146.31) and verified costs (\$19,174.89), proposed Class Representative Service Award to Plaintiff (\$5,000.00), Settlement Administration costs (\$11,000.00), and PAGA payment to the LWDA (\$56,250.00). Based on these requested amounts, the NSA is calculated to be approximately \$746,867.73. Gonzalez Decl., ¶ 12; Lidman Decl., ¶ 32, Exh. B.

The Net Settlement Amount shall be allocated to Settlement Class members who worked during the Class Period, as follows:

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 the total Workweeks worked by each Participating Class Member during the Class Period. Settlement, ¶ 3.2.4.

The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees’ 25% share of PAGA Penalties (\$18,750.00) by the total number of PAGA Pay Periods worked by all Aggrieved Employees, and (b) multiplying the result by the total PAGA Pay Periods worked by each Aggrieved Employee. Each Aggrieved Employee assumes full responsibility and liability for any taxes owed on his or her Individual PAGA Payment. Settlement, ¶ 3.2.7.1.

The Parties agreed that 33% 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 IRS Form W-2. The remaining 67% 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 Forms 1099. Settlement, ¶ 3.2.4.1.

C. Summary of Notice Process

1. Mailing of Notice Packets

On January 9, 2024, Linzer provided Phoenix Settlement Administrators (“PSA”) with the names, last known addresses, phone numbers, social security numbers, and dates of employment (or information allowing the Settlement Administrator to calculate the total workweeks worked by each Settlement Class Member) of each Settlement Class member employed during the Class Period and PAGA Period. Gomez

Decl., ¶ 3. After performing address updates and verifications, PSA mailed the Class Notice to the 599 Settlement Class members on March 25, 2024. *Id.*, ¶¶ 4-5. Following the initial mailing, 0 Class Notices were returned to PSA as undeliverable. *Id.*, ¶ 6. As a result of a skip trace, forwarding address provided by the Post Office, or re-mail requests from Counsel or Class Members, 0 Class Notices were re-mailed. *Id.*, ¶ 6. As of the date of filing this final approval motion, 0 Class Notices remain undeliverable with no forwarding address, and where no new address could be located through skip trace. *Id.*, ¶ 7.

Settlement Class members had until May 24, 2024 to submit objections, requests for exclusion, or disputes. Gonzalez Decl., ¶ 8.

As of the date of this filing, there were no objections, no disputes, and only 1 of the 599 Settlement Class member has elected to opt-out of the Settlement. *Id.*, ¶¶ 8-10. Accordingly, as of the date of this Motion, the participation rate amongst the Settlement Class members is 99.84% and the average estimated payment is \$1,217.59, with the highest estimated payment to a Settlement Class member being \$5,574.84. *Id.*, ¶¶ 11-19.

D. Timing of Payments

Linzer shall fully fund the Gross Settlement Amount, including all amounts necessary to fully pay Linzer's share of payroll taxes, by transmitting such funds to the Administrator no later than 15 business days after the Effective Date. Effective Date means the earliest date by which both of the following have occurred: (a) the Court enters a Judgment based on its Final Approval of the Settlement; and (b) the Judgment becomes "Final." Final," as used in the definition of Effective Date shall mean the latest of: (i) if there is an appeal of the Court's judgment, the date the judgment is affirmed on appeal, the date of dismissal of such appeal, or the expiration of the time to file a petition for certiorari in the United States Supreme Court petition or a petition for review in the California Supreme Court, as applicable; or (ii) if such a petition is filed, the date of denial of the petition, or the date the judgment is affirmed pursuant to such petition; or (iii) if no appeal is filed, the expiration date of the time for filing or noticing any appeal from the judgment.

E. Uncashed Funds

Each member of the Settlement Class who receives a Settlement Award must cash the check(s) within 180 days from the date the Settlement Administrator mails it/them. Any funds payable to

1 Settlement Class members whose checks were not cashed within 180 days after mailing will escheat to
2 the California Secretary of State- Unclaimed Property Fund under the unclaimed property laws in the
3 name of the Settlement Class member. Lidman Decl., ¶ 30.

4 **F. Notice of Judgment**

5 As stated in the Notice mailed to Settlement Class members, the final judgment entered by the
6 Court will be posted by the Settlement administrator on the Settlement Administrator's website at
7 www.velazquez-v-linzer-products-corporation.phoenixcases.com See Gonzalez Decl., Exh. A.

8 **IV. ARGUMENT**

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

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

18 Here, this Court found that the Settlement Class meets all the requirements for class certification
19 for settlement purposes when it granted preliminary approval of the Settlement on December 5, 2023.
20 *See* Lidman Decl., ¶ 13; Exh. A. Subsequent to the Court's order granting preliminary approval, no events
21 have cast doubt on the propriety of this determination and, in fact, the reaction of the Settlement Class
22 members thus far to the Settlement has been strongly in support of the Settlement, with no Settlement
23 Class members objecting to any portion of the Settlement and only 1 Settlement Class member electing
24 to opt-out of the Settlement. *See* Gonzalez Decl., ¶¶ 8-10. This Court should therefore confirm its
25 conditional certification of the Settlement Class.

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

28 California courts have a strong policy in favor of settlement. *See, e.g., Stambaugh v. Superior*

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

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

12 A settlement is presumptively fair where it is reached through arm's-length bargaining, based on
13 sufficient discovery and investigation to allow counsel and the court to act intelligently, counsel is
14 experienced in similar litigation, and the percentage of objectors to the settlement is small. *Dunk v. Ford*
15 *Motor Co.*, 48 Cal.App.4th 1794, 1802 (1996). In deciding whether to approve a proposed settlement, a
16 trial court has broad powers to determine if the proposed settlement is fair under the circumstances of the
17 case. *Mallick v. Superior Court*, 89 Cal.App.3d 434, 438 (1979). In exercising these powers, the
18 overriding concern is to ensure that a proposed settlement is "fair, adequate, and reasonable." *Dunk*,
19 *supra*, 48 Cal.App.4th at 1801 (internal quotations omitted). Relevant factors for the Court to consider
20 include, but are not limited to:

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

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

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

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

14 As detailed in Plaintiff’s Motion for Preliminary Approval, there is significant risk of non-
15 certification and/or not prevailing on the merits with respect to each of Plaintiff’s claims. For example,
16 with respect to Plaintiff’s claim that Linzer failed to pay for all hours worked, Linzer contends that it
17 compensated Settlement Class members for all of their time worked. Lidman Decl., ¶ 18. Linzer also
18 contends that its rounding practices were lawful, Class Members who clocked in prior to the start of their
19 shift were not working, could not be working given the nature of the work, and therefore the time was not
20 compensable, and any purported unpaid time was *de minimis* and therefore non-compensable. *Id.* Linzer
21 also contends that the screening questionnaire took seconds, not minutes, and was compensated time.
22 Linzer further asserts that Plaintiff would be unable to certify a rounding class given the individualized
23 inquiries that would be required, and also that Linzer’s rounding policy/mechanism was, according to it,
24 neutral on its face and in its application. *Id.*

25 As for Plaintiff’s meal period claim, Linzer counters that it has always maintained a lawful meal
26 period policy and provided non-exempt employees with an opportunity to take legally compliant meal
27 periods, and any non-compliant meal periods reflected in employee timekeeping records were solely the
28 result of employee choice, rather than any policy or practice of Linzer. Lidman Decl., ¶ 20. Linzer also

1 contends its bell signaling system alerts its employees exactly at the start and end of the meal period.
2 Further, Linzer points out that under *Brinker Restaurant Corp. v. Superior Court* (2012) 53 Cal. 4th 1004,
3 it is only required to “provide” the opportunity to take meal periods, not “ensure” meal periods are taken,
4 and that they have always done so. *Brinker, supra*, 53 Cal.4th at 1038 (rejecting “ensure” standard).
5 Finally, Linzer contends Plaintiff’s meal period claim is not suited for class certification, since individual
6 inquiries would be required to assess which employees took non-compliant meal periods, how many meal
7 periods were non-compliant or missed, and the reasons why a particular employee took a non-compliant
8 meal period or missed a meal period during a particular shift. *Id.*

9 As for Plaintiff’s rest period claim, Linzer contends that its policies and procedures authorized
10 and permitted Settlement Class Members to take all off-duty rest periods in compliance with California
11 law. Lidman Decl., ¶ 22. Linzer also argues that Plaintiff’s rest period claim is inherently unsuited for
12 class treatment as it requires an individualized inquiry into whether each Settlement Class Member was
13 in fact authorized and permitted to take a compliant rest period, which would evolve into an
14 unmanageable series of mini-trials. *Id.*

15 As for Plaintiff’s wage statement claim, Linzer argues that its alleged wage statement violations
16 could not be shown to be “knowing and intentional,” and that Plaintiff cannot show that he or any other
17 employee “suffer[ed] injury” as a result of the alleged wage statement violations, as required by Lab.
18 Code § 226(e) for imposition of penalties. Lidman Decl., ¶ 24.

19 As for Plaintiff’s reimbursement claim, Linzer contends that any purportedly necessary expenses
20 incurred by employees were minimal. Lidman Decl., ¶ 26. Linzer also contends the employees did not
21 have to complete the surveys on their cellular phones as there were paper surveys, and later, tablets,
22 available to all employees. Linzer also argues that this claim is not suitable for class treatment, it
23 maintained a lawful expense reimbursement policy, and individualized determinations would be required
24 as to how often each employee used their personal cellular phone and how long it took to complete the
25 survey screening. *Id.*

26 As for Plaintiff’s waiting time penalties claim, Linzer asserts it has strong defenses to the waiting
27 time claim because there exist good-faith disputes as to Plaintiff’s underlying claims, precluding
28 imposition of penalties. Lidman Decl., ¶ 28. *See also* 8 Cal. Code Regs. § 13520 (a “good faith dispute

1 that any wages are due will preclude imposition of waiting time penalties”); *Kao v. Joy Holiday*, 12
2 Cal.App.5th 947, 963 (2017) (holding that “good faith dispute” over whether employee was exempt
3 precluded imposition of waiting time penalties over contested wages owed).

4 As for Plaintiff’s PAGA claim, Linzer argues that Plaintiff’s PAGA claim will fail for the same
5 reasons that her underlying claims will fail. Lidman Decl., ¶ 30. (“Because the underlying causes of
6 action fail, the derivative UCL and PAGA claims also fail.”). Linzer also maintains that, given its good
7 faith defenses, this Court would exercise its discretion to substantially reduce any PAGA penalties if it
8 were to find Linzer liable for any of Plaintiff’s claims. *See* Lab. Code § 2699(e)(2); *Thurman v. Bayshore*
9 *Transit Mgmt., Inc.* (2012) 203 Cal.App.4th 1112, 1135 (affirming reduction of PAGA penalties);
10 *Fleming v. Covidien Inc.* (C.D. Cal. 2011) Case No. ED CV10-01487 RGK (OPx), 2011 WL 7563047,
11 at *4 (reducing PAGA penalties from \$2.8 million to \$500,000).

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. As detailed in Plaintiff’s Motion for Preliminary Approval, Plaintiff carefully vetted the claims
15 at issue and conducted a detailed statistical analysis of class-wide data to arrive at the calculated 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 number of workweeks worked by
22 each Settlement Class member. *See* Settlement ¶ 5.B. This method of distribution compensates
23 Settlement Class members based on the estimated extent of their injuries, as Settlement Class members
24 who worked more workweeks, would have been subject to more of the alleged wage and hour violations
25 than those who worked fewer shifts. Thus, the formula for compensating Settlement Class members is
26 fair, adequate, and reasonable, as it is tethered to the damages and penalties that could be recovered by
27 them.

1 **3. *The 99.84% Participation Rate Further Confirms that the Settlement is Fair,***
2 ***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, only one Settlement Class member
9 has elected to opt-out, and none of the 599 Class Notices were returned undeliverable. Gonzalez Decl.,
10 ¶¶ 12-17. The extremely favorable response of the Settlement Class further confirms that the Settlement
11 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). The California Supreme Court
21 confirmed in *Laffitte v. Robert Half Int'l, Inc.*, 1 Cal.5th 480, 506 (2016), that “[t]he percentage of fund
22 method survives in California class action cases.” Specifically, the *Laffitte* Court held:

23 The recognized advantages of the percentage method—including relative ease of
24 calculation, alignment of incentives between counsel and the class, a better
25 approximation of market conditions in a contingency case, and the encouragement it
26 provides counsel to seek an early settlement and avoid unnecessarily prolonging the
27 litigation—convince us the percentage method is a valuable tool that should not be denied
28 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 \$419,146.31 (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 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., ¶ 36-37. Thus, the percentage sought
5 by 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 can enhance
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, supra*, 1 Cal.5th at
25 503-05.

26 In this case, Class Counsel have a lodestar of \$236,062.50 which results in a multiplier of
27 approximately 1.78 compared to the \$419,146.31 fee request. Lidman Decl., ¶ 35. A summary showing
28 the number of hours of work performed by each attorney and paralegals is set forth below. The billing

rates used are reasonable especially in light of the hourly rates identified based on years of experience in the *Laffey* Matrix, submitted concurrently herewith. *Id.*, at ¶ 36, Exh. C.

Name	Rate	Hours	Pre-Multiplier Lodestar
Scott M. Lidman (24th Year Attorney)	\$900	96.2	\$86,580
Elizabeth Nguyen (16th Year Attorney)	\$800	76.7	\$61,360
Paul K. Haines (15th Year Attorney)	\$800	28.4	\$22,720
Milan Moore (6th Year Attorney)	\$650	95.1	\$61,815
Paralegals	\$175	20.5	\$3,587.50
Total Lodestar			\$236,062.50

The fee award requested here is justified because Class Counsel achieved a significant monetary recovery for the Settlement Class in an uncertain and risky case, while bearing the substantial burdens of representation on a contingency basis, and the fees requested are in line with the market rate. *Vizcaino v. Microsoft Corp.*, 290 F.3d 1043, 1048-51 (9th Cir. 2002) (finding that exceptional results in a contingency case, significant risk and the absence of supporting precedents, are proper considerations in awarding attorneys' fees). First, Class Counsel negotiated a substantial recovery for the Settlement Class, resulting in a current participation rate of 199.84%, 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., ¶¶ 8-10. Additionally, the *average* settlement payment in this case of approximately \$1,217.59 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 *17 (E.D. Cal. 2012) (finding that average payment to class members of less than \$200 was a "good" result); *Williams v. Centerplate, Inc.*, Nos. 11-CV-2159-H-KSC, 12-CV-0008-H-KSC, 2013 WL 4525428, at *4 (S.D. Cal. 2013) (granting final approval of class action settlement where average recovery for each class member was approximately \$108). The fact that Class Counsel achieved these results without engaging in a protracted legal battle, in the face of serious defense challenges and an uncertain legal landscape confirms the strength of the results achieved.

1 As discussed above, this case presented significant risk as to both class certification and merits
2 considerations. Accordingly, it is fair and reasonable to account for these risks in compensating Class
3 Counsel. Class Counsel should also be compensated for the risks involved in undertaking this litigation
4 and expending considerable effort, all while working on a pure contingency basis. Since undertaking
5 representation of Plaintiff, Class Counsel have borne all the costs of litigation without receiving any
6 compensation for approximately two years of work. Lidman Decl., ¶ 32. During this time, Class Counsel
7 have expended \$18,724.89, in actual costs, have devoted substantial time to this litigation and expect to
8 incur approximately \$450.00 in future costs for filing the instant motion, filing the final declaration
9 regarding distribution of settlement, Case Anywhere fees, service and messenger fees, postage fees,
10 and/or costs for future appearances. Lidman Decl., ¶ 33, Exh. B. Class Counsel's efforts have included
11 conducting pre-filing investigation, analyzing Plaintiff's claims, conducting legal research, reviewing
12 Schumacher's documents and policies, analyzing timekeeping data and payroll records, creating a
13 comprehensive damages model, preparing for and attending mediation, negotiating and preparing the
14 long-form settlement agreement, preparing the Motions for Preliminary and Final Approval, overseeing
15 the settlement administration process, and otherwise litigating this case. See Lidman Decl., ¶ 32. Given
16 the considerable potential for adverse outcomes in this case, including, but not limited to losing on class
17 certification and/or merits issues., the contingent risk borne by Class Counsel was great. Lidman Decl.,
18 ¶ 31.

19 Class Counsel's previous experience in litigating wage and hour class actions also supports the
20 reasonableness of the fee request. Class Counsel are well-versed in plaintiff and defense-side wage and
21 hour class action litigation, with substantial experience litigating claims for meal and rest period
22 violations, and related penalties. See Lidman Decl., ¶¶ 3-8; Declaration of Paul K. Haines ("Haines
23 Decl."), ¶¶ 3-8. They have been certified as class counsel in numerous other cases. *Id.* Their experience
24 in similar matters was integral in evaluating the strengths and weaknesses of the case against Stratasys
25 and the reasonableness of the Settlement. See Lidman Decl., ¶ 33. Practice in the narrow field of wage
26 and hour litigation requires skill and knowledge concerning the rapidly evolving substantive state and
27 federal law, as well as the procedural law of class action litigation. *Id.* Because it is reasonable to
28 compensate Class Counsel commensurate with their skill, reputation, and experience, a fee award of one-

1 third of the Class Settlement Amount is reasonable.

2 Other factors also show that the fee amount requested in this case is reasonable under the
3 circumstances. This case involved nuanced legal issues including questions surrounding Stratasys'
4 obligation to “provide” meal periods and “authorize and permit” rest periods, and the propriety of
5 statutory penalties, to name just a few. Lidman Decl., ¶¶ 17-30. Thus, Class Counsel’s requested fee
6 award is fair, reasonable, and adequate and should be approved.

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

9 Class Counsel seek reimbursement of \$19,174.89 (including anticipatory fees and expenses
10 related to the instant motion and other future activity in this case) 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., ¶ 33; 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 (9th
18 Cir. 2006) (legal research costs are reimbursable); *In re Immune Response Securities Litigation*, 497 F.
19 Supp. 2d 1166, 1177-78 (S.D. Cal. 2007) (mediation expenses, consultant and expert fees, legal research,
20 copies, postage, filing fees, messenger and overnight delivery costs are reimbursable). Because the
21 expense reimbursements requested by Class Counsel were reasonably incurred, and no Settlement Class
22 member has objected to them, Plaintiff respectfully requests the Court should grant the request for actual
23 costs incurred.

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

25 Plaintiffs also request that the Court approve \$11,000.00 in administration costs to the Settlement
26 Administrator, Phoenix Settlement Administrators (“PSA”). As detailed in the declaration of Mayra
27 Gonzalez on Behalf of PSA submitted herewith, PSA performed duties in connection with this Settlement
28

1 that were integral in effectuating the Settlement and the Notice process. Among other things, PSA
2 calculated each Settlement Class member's individual settlement payment, updated addresses contained
3 in the class data supplied by Schumacher, formatted and the Class Notices for mailing, mailed Class
4 Notices to all 599 Settlement Class members in English and Spanish, kept the parties informed of any
5 objections or requests for exclusion, and have otherwise administered the Settlement. *See* Gonzalez
6 Decl., ¶¶ 2-16.

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

9 **F. This Court Should Finally Approve Plaintiff's Requested Service Award Because It**
10 **Is Fair, Adequate, and Reasonable in View of Plaintiff's Efforts and the Risks that**
11 **She Assumed on Behalf of the Class**

12 Courts routinely approve service payments to compensate named plaintiffs for the services they
13 provide and the risks they incur during class action litigation. *See, e.g., Bell v. Farmers Ins. Exchange*,
14 115 Cal.App.4th 715, 726 (2004) (upholding "service payments" to named plaintiffs for their efforts in
15 bringing the case); *Van Vranken v. Atlantic Richfield Co.*, 901 F. Supp. 294 (N.D. Cal. 1995) (approving
16 \$50,000 service payment).

17 Here, Plaintiff seeks a service award of \$5,000.00, and believes this request is reasonable given
18 Plaintiff's efforts in this case and the risks she undertook on behalf of Settlement Class members. Lidman
19 Decl., ¶ 45; Declaration of Alicia Velasquez ("Velasquez Decl."), ¶ 7. Plaintiff gathered documents for
20 use in the lawsuit, and attended several meetings with Class Counsel discussing the case, the merits, the
21 defenses, and the overall fairness of the settlement reached. *See* Lidman Decl., ¶ 45; Velasquez Decl., ¶
22 8. Moreover, after receiving notice of the proposed Class Representative Service Award for Plaintiff, no
23 Settlement Class member has objected to the proposed award, as of the date of this filing. *See* Gomez
24 Decl., ¶¶ 8-12. Thus, the service award to Plaintiff is appropriate and justified as part of the Settlement
25 and should be finally approved. The class has benefited from Plaintiff's actions as the average settlement
26 amount is \$1,217.59.

27 Further, Plaintiff understood that the lawsuit is a matter of public record and being part of the
28

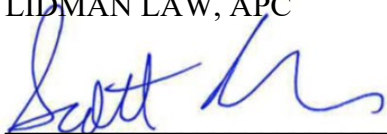
lawsuit could stigmatize him and/or affect future employment. *See* Lidman Decl., ¶ 40; Velasquez Decl., ¶ 8. Plaintiff also understood the risk that she could be liable for Defendants' costs if he lost the case. *See* Lidman Decl., ¶ 40; Velasquez Decl., ¶ 8. Plaintiff accepted these risks and burdens because she wanted Defendants to compensate their current and former employees for unpaid wages. Velasquez Decl., ¶¶ 7. Plaintiff estimates she spent 14-18 hours on activities related to this case. *Id.* at ¶ 8.

Moreover, Plaintiff has agreed to release, in addition to the released claims included within the Settlement, all claims, whether known or unknown, under federal, state, or local law against Defendant and the Released Parties. Plaintiff's release includes unknown claims, and that she is, as a result, waiving all rights and benefits afforded by Section 1542 of the California Civil Code. Settlement ¶ 5.1.1.

V. CONCLUSION

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

Dated: May 30, 2024

Respectfully submitted,
LIDMAN LAW, APC
By: 
Scott M. Lidman
Attorney for Plaintiff
ALICIA VELASQUEZ