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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

CARMINA VALDEZ, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

ADVANCED IMAGING CENTER, INC., a
California corporation; and DOES 1 through
100, inclusive,

Defendants.

Case No. 23STCV06358

*[Assigned for all purposes to the Hon. Stuart M.
Rice, Dept. SSC-1]*

**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: June 23, 2025
Time: 10:30 a.m.
Dept: SSC-1

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 23, 2025 at 10:30 a.m. in Department SSC-1 of the above-entitled Court, located at 312 N. Spring Street,
4 Los Angeles, California 90012, Plaintiff Carmina Valdez (“Plaintiff”), individually and on behalf of a
5 class of similarly situated individuals, will and hereby does move this Court for:

- 6 1. Confirming the certification of the Settlement Class for settlement purposes under Section 382
7 of the California Code of Civil Procedure;
- 8 2. Confirming the appointment of Plaintiff Carmina Valdez as Class Representative for
9 settlement purposes;
- 10 3. Confirming the appointment of Scott M. Lidman and Milan Moore of Lidman Law, APC, and
11 Paul Haines of Haines Law Group, APC, as Class Counsel for settlement purposes;
- 12 4. Granting final approval of the Stipulation of Settlement (herein “Settlement”);
- 13 5. Approving an award of \$60,000.00 in attorneys’ fees to Class Counsel;
- 14 6. Approving an award of \$15,677.62 in costs to Class Counsel;
- 15 7. Approving an award of \$7,250.00 in costs to Phoenix Class Action Administration Solutions
16 for its settlement administration services;
- 17 8. Approving an incentive payment of \$7,500.00 to Plaintiff Carmina Valdez for her services as
18 Class Representative;
- 19 9. Approving an award of \$7,500.00 to the Labor & Workforce Development Agency
20 (“LWDA”);
- 21 10. Approving an award of \$2,500 to PAGA Employees; and
- 22 11. Entering final judgment in the form of the [Proposed] Order of Final Approval of Class Action
23 Settlement and Final Judgment filed concurrently herewith.

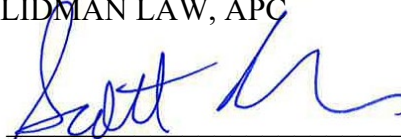
24 This Motion is based on this notice of motion, the attached memorandum of points and authorities
25 attached hereto, the declarations of Scott M. Lidman Paul K. Haines, Milan Moore, Plaintiff Carmina
26
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1 Valdez,¹ and Mayra Gonzalez of Phoenix Class Action Administration Solutions, and the exhibits
2 attached thereto, the pleadings and other papers filed in this action, and on any further oral or
3 documentary evidence or argument presented at the time of hearing.

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5 Dated: May 28, 2025

Respectfully submitted,
LIDMAN LAW, APC

6
7 By:



8 Scott M. Lidman
9 Attorney for Plaintiff
10 CARMINA VALDEZ
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28 ¹ The declaration of Plaintiff Carmina Valdez was originally filed with this Court in connection with the Motion for Preliminary Approval. For the convenience of the Court, Plaintiff has re-filed her declaration with the instant Motion.

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1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. INTRODUCTION**

3 Plaintiff Carmina Valdez (“Plaintiff”) submits this memorandum of points and authorities in
4 support of her motion for final approval of the class action settlement (the “Settlement”) with Defendant
5 Advanced Imaging Center, Inc. (hereinafter “Advanced Imaging” or “Defendant”). The Settlement Class
6 is defined as: all current and former non-exempt employees of Defendant Advanced Imaging Center, Inc.
7 in California between March 22, 2019 and November 15, 2024.

8 In this non-reversionary Settlement, the average settlement payment to each Settlement Class
9 Member is approximately \$593.82. This is a favorable resolution of the highly disputed wage and hour
10 claims in this case and the significant litigation risks that Plaintiff faced. Since this Court granted
11 preliminary approval on March 6, 2025, nothing has changed to impact the propriety, fairness, adequacy
12 and reasonableness of the Settlement. In addition, after receiving notice of the Settlement and of their
13 projected Settlement payments, no one has opted-out or submitted a written objection to the Settlement.

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

22 **II. FACTUAL AND PROCEDURAL BACKGROUND**

23 On March 22, 2023, Plaintiff filed the instant putative class action complaint. *See* Declaration
24 of Scott M. Lidman (“Lidman Decl.”), ¶ 10. That same day, Plaintiff submitted a letter to the California
25 Labor & Workforce Development Agency (“LWDA”) and Advanced Imaging of her intention of filing
26 a PAGA claim based on the Labor Code violations as alleged in her operative complaint. *Id.*, After
27 exhausting her administrative remedies, on June 1, 2023, Plaintiff filed a First Amended Class and
28 Representative Action Complaint adding a cause of action for civil penalties under the PAGA. *Id.*

Therefore, Plaintiff's primary claims/allegations are that Advanced Imaging: (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 timely pay all wages upon termination; (7) engaged in unlawful business practices; and (8) 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 she and the Settlement Class Members were not fully compensated for all of their time worked due to unlawful shaving of time worked and/or rounding such that they would not be fully paid for all time worked. *Id.* Plaintiff also alleges that this practice was not-even handed over time and would almost exclusively benefit Advanced Imaging, and the employees were routinely underpaid for their time worked. *Id.*

Plaintiff alleges that she and Settlement Class Members were not provided with all legally-compliant first meal periods beginning before the end of the fifth hour of work. Lidman Decl., ¶ 13. Based on a review of the timekeeping data, there was an approximate 16% violation rate, with the majority of the violations being for late meal periods. *Id.*

Plaintiff alleges that she and the Settlement Class Members were not authorized and permitted to take all required rest periods due to Advanced Imaging's rest period policies and practices because Advanced Imaging failed to provide any rest periods on shifts worked in excess of 3.5 hours. Lidman Decl., ¶ 15. Thus, Plaintiff alleges the Settlement Class Members experienced at least one rest period violation on every shift worked in excess of 3.5 hours. *Id.*

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*

1 Lidman Decl., ¶¶ 17-21.

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

5 **B. Mediation and Settlement**

6 In advance of mediation, Advanced Imaging produced a sampling of timekeeping and payroll
7 data for the putative class, as well as its wage and hour policies and other relevant documents and
8 information relevant to the claims alleged. Lidman Decl., ¶ 24. Advanced Imaging also provided
9 sufficient information for Plaintiff to calculate the necessary metrics, including without limitation, class
10 size, number of workweeks, and pay periods. *Id.* After the detailed review of the documents and data
11 produced by Advanced Imaging, Class Counsel drew on their extensive experience in similar cases to
12 assess the strengths and weaknesses of Plaintiff’s case. *Id.* This informal discovery allowed the parties
13 to assess the merits and value of Plaintiff’s claims and Advanced Imaging’s defenses thereto. *Id.*

14 On June 4, 2024, a mediation was held with Mark LeHocky, Esq., a well-respected wage and
15 hour class action mediator. Lidman Decl., ¶ 25 During mediation, the parties vigorously debated their
16 opposing legal positions, the likelihood of certification of Plaintiff’s claims, and the legal basis for the
17 claims and defenses. *Id.* Ultimately, the Parties agreed on a class-wide resolution. *Id.*

18 **C. Preliminary Approval of Settlement**

19 Plaintiff submitted the Class Action Settlement to the Court with her Motion for Preliminary
20 Approval on September 30, 2024. Lidman Decl., ¶ 26. On January 3, 2025, the court issued its
21 Preliminary Approval Checklist and requested supplemental briefing. On March 5, 2025, Plaintiff
22 submitted supplemental briefing addressing the issues identified by the court and an Amended Class
23 Action Settlement. On March 6, 2025, the Court signed an Order Granting Preliminary Approval of the
24 Settlement. *Id.*; Exh. A.

25 Plaintiff submitted the Settlement, Amended Settlement, and the Court’s Order Granting
26 Preliminary Approval of the Settlement to the LWDA via the LWDA’s website on September 30, 2024,
27 March 5, 2025 and March 6, 2025 respectively. *See* Lidman Decl., ¶ 40; Exhs. D-F. Plaintiff will also
28 provide the LWDA with a copy of the instant motion for final approval and supporting documents after

1 the instant motion is filed and will file a supplemental proof of service prior to the hearing. *See* Lidman
2 Decl., ¶ 41.

3 On April 15, 2025, Phoenix mailed the Notice via U.S. first class mail, in English and Spanish,
4 to all 134 Settlement Class members on the Class List who had until May 30, 2025 to request for
5 exclusion, objections, and/or submit disputes. *See* Declaration of Mayra Gonzalez of Phoenix Class
6 Action Administration Solutions. (“Gonzalez Decl.”), ¶¶ 5 and 9-11. As of the date of this filing, there
7 have been **no requests for exclusion, no objections, and no disputes** received. *Id.* at ¶¶ 9-11. Plaintiff
8 now respectfully submits the Settlement for this Court’s final approval.

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

10 **A. Settlement Class Definition**

11 The Settlement Class encompasses: all current and former non-exempt employees of Defendant
12 Advanced Imaging Center, Inc. in California between March 22, 2019 and November 15, 2024. Lidman
13 Decl., ¶ 27.

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

15 The Settlement provides for Defendant to pay a Gross Settlement Amount of Two Hundred
16 Ninety Thousand Dollars and Zero Cents (\$180,000.00). *See* Gonzalez Decl., ¶ 13. The Net Settlement
17 Amount is the amount remaining from the Gross Settlement Amount after deducting requested Class
18 Counsel attorneys' fees (\$60,000.00), and Class Counsel costs (\$15,677.62), requested Service Award to
19 Plaintiff Carmina Valdez (\$7,500.00), the payment to the LWDA for its share of civil penalties
20 (\$7,500.00), and the requested Settlement Administration Costs (\$7,250.00). *Id.* Based on these
21 requested amounts, the Net Settlement Amount is calculated to be approximately **\$82,072.38**. *Id.*

22 The estimated share for the Net Settlement Sum for each individual within the class definition will
23 be determined as follows: (1) A Total Value Per Workweek will be derived by dividing the Net Settlement
24 Sum by the total number of weeks that all Class Members worked within the class periods; and (2) each
25 Class Member will have their respective number of workweeks multiplied by the Total Value Per
26 Workweek to derive their respective share of the Set Settlement Sum. Settlement, ¶ 6.c.

27 The PAGA Members’ share of the PAGA allocation shall be divided among them on a pro rata
28 basis based on the number of pay periods they worked during the PAGA Period. Settlement, ¶ 2.i.

Specifically, the amount each PAGA Member is entitled to receive will be determined by the Administrator by taking the number of pay periods each individual PAGA Member worked during the PAGA Period and dividing that by the total number of pay period the PAGA Members worked as a whole during the PAGA Period, and multiplying that fraction by the PAGA Members' share of the PAGA allocation. *Id.*

Ninety percent (90%) of the payment of the Net Settlement Sum to eligible Class Members will consist of 1099 income representing payment for statutory penalties and interest, and ten percent (10%) of the payment of the Net Settlement Sum to eligible Class Members will consist of W-2 income representing payment for wages. Settlement, ¶ 6.d.

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

C. Summary of Notice Process

1. Mailing of Notice Packets

On March 26, 2025, 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. Gonzalez Decl., ¶ 3. After performing address updates and verifications, Phoenix mailed the Class Notice to 134 Settlement Class Members on April 15, 2025 in English and Spanish. *Id.* at ¶ 5. Following the initial mailing, 0 Class Notices were returned to Phoenix by the Post Office, 0 Class Notices were requested, and 0 were re-mailed. *Id.* at ¶ 7. As of the date of filing this final approval motion, no Class Notice remains 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 is May 30, 2025. Gonzalez 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 100% and the average estimated payment is \$593.82, with the highest estimated payment to a Settlement Class Member being \$1,833.78, the lowest estimated payment to a Settlement Class Member being \$0.44. *Id.* at ¶ 14. Phoenix will submit a supplemental declaration prior to the Final Approval Hearing.

1 **D. Timing of Payments**

2 Defendant shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to
3 fully pay Defendant's share of payroll taxes by transmitting the funds to the Administrator no later than
4 30 days after the Court grants Final Approval of the Agreement. *See* Settlement, ¶ 2.j.

5 Class Members will have 180 days to cash their settlement checks before the checks are voided.
6 Settlement, ¶ 6.l.

7 For any Class Member whose Individual Class Payment check or Individual PAGA Payment
8 check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented
9 by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member
10 thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure
11 Section 384, subd. (b). Settlement, ¶ 6.m.

12 **E. Notice of Judgment**

13 As stated on the Notice of Pendency to Class Action and Proposed Settlement mailed to class
14 members, the final judgment entered by the Court and any changes to the Final Approval hearing date or
15 location will be posted on the Settlement Administrator's website at [https://www.valdez-v-advanced-](https://www.valdez-v-advanced-imaging-center.phoenixcases.com)
16 [imaging-center.phoenixcases.com](https://www.valdez-v-advanced-imaging-center.phoenixcases.com). *See* Gonzalez Decl., ¶5, Exh. A.

17 **IV. ARGUMENT**

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

21 Under Code of Civil Procedure section 382, a class may be certified if: (1) it is ascertainable and
22 its members are too numerous for joinder to be practical; (2) the representative and absent class members
23 share a community of interest, and questions of law and fact common to the class predominate over
24 questions unique to individual class members; (3) the representative's claims are typical of the class'
25 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.

26 Here, this Court found that the Class meets all the requirements for class certification for
27 settlement purposes when it granted preliminary approval of the Settlement on March 6, 2025. *See*
28 Lidman Decl., ¶ 26; Exh. A. After the Court entered an order granting preliminary approval, no events

1 have occurred to cast doubt on the propriety of this determination. In fact, the reaction of the Settlement
2 Class Members thus far to the Settlement has been strongly in support of the Settlement. No Settlement
3 Class Member has requested for exclusion from the Settlement, no Settlement Class Member has objected
4 to any portion of the Settlement, and no Settlement Class Member has disputed the Settlement. *See*
5 GOnzalez Decl., ¶¶ 9-11. This Court should therefore confirm its conditional certification of the
6 Settlement Class.

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

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

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

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

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

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

As detailed in Plaintiff’s Preliminary Approval Motion, there is significant risk of non-certification and/or not prevailing on the merits with respect to each of Plaintiff’s claims. For example, with respect to Plaintiff’s unlawful rounding claims, Advanced Imaging contends that it compensated Settlement Class Members for all of their time worked. Lidman Decl., ¶ 12. Advanced Imaging also contends that its rounding practices were lawful, and any unpaid time was *de minimis* and therefore non-compensable. *Id.* Advanced Imaging further asserts that Plaintiff would be unable to certify a rounding class given the individualized inquiries that would be required, and also that Advanced Imaging’s rounding policy/mechanism was, according to it, neutral on its face and in its application. *Id.*

As for Plaintiff’s meal period claims, Advanced Imaging counters that it has always maintained a lawful meal period policy and provided non-exempt employees with an opportunity to take legally compliant meal periods, and any non-compliant meal periods reflected in employee timekeeping records were solely the result of employee choice, rather than any policy or practice of Advanced Imaging. Lidman Decl., ¶ 14. Advanced Imaging points out that under *Brinker Restaurant Corp. v. Superior Court*

1 (2012) 53 Cal. 4th 1004, it is only required to “provide” the opportunity to take meal periods, not “ensure”
2 meal periods are taken, and that they have always done so. *Brinker, supra*, 53 Cal.4th at 1038 (rejecting
3 “ensure” standard). Finally, Advanced Imaging contends Plaintiff’s meal period claim is not suited for
4 class certification, since individual inquiries would be required to assess which employees took non-
5 compliant meal periods, how many meal periods were non-compliant or missed, and the reasons why a
6 particular employee took a non-compliant meal period or missed a meal period during a particular shift.
7 *Id.*

8 As for Plaintiff’s rest period claims, Advanced Imaging contends that its policies and procedures
9 authorized and permitted Settlement Class Members to take all off-duty rest periods in compliance with
10 California law. Lidman Decl., ¶ 16. Advanced Imaging also argues that Plaintiff’s rest period claim is
11 inherently unsuited for class treatment as it requires an individualized inquiry into whether each
12 Settlement Class Member was in fact authorized and permitted to take a compliant rest period, which
13 would evolve into an unmanageable series of mini-trials. *Id.*

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

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

24 Lastly, since Plaintiff’s PAGA claim is a derivative claim based on the underlying claims,
25 Advanced Imaging argues that Plaintiff’s PAGA claim will fail for the same reasons that her underlying
26 claims will fail. Lidman Decl., ¶ 22; *see Price v. Starbucks Corp.* (2011) 192 Cal.App.4th 1136, 1147
27 (“Because the underlying causes of action fail, the derivative UCL and PAGA claims also fail.”).
28 Advanced Imaging also maintains that, given its good faith defenses, this Court would exercise its

1 discretion to substantially reduce any PAGA penalties if it were to find Advanced Imaging liable for any
2 of Plaintiff's claims. See Lab. Code § 2699(e)(2); *Thurman v. Bayshore Transit Mgmt., Inc.* (2012) 203
3 Cal.App.4th 1112, 1135 (affirming reduction of PAGA penalties); *Fleming v. Covidien Inc.* (C.D. Cal.
4 2011) Case No. ED CV10-01487 RGK (OPx), 2011 WL 7563047, at *4 (reducing PAGA penalties from
5 \$2.8 million to \$500,000).

6 These considerations, not only bore heavily on the negotiations leading to the Settlement, but also
7 confirm that the Settlement is fair, adequate, and reasonable compromise in view of the risks of further
8 litigation. Lidman Decl., ¶ 23. As detailed in the Preliminary Approval Motion, Plaintiff carefully vetted
9 the claims at issue and conducted a detailed liability analysis of class-wide data to calculate the damages
10 figures. Thus, while these risks are far from exhaustive, they demonstrate that the Settlement is fair,
11 adequate, and reasonable in view of them. *Id.*

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

15 The estimated share for the Net Settlement Sum for each individual within the class definition
16 will be determined as follows: (1) A Total Value Per Workweek will be derived by dividing the Net
17 Settlement Sum by the total number of weeks that all Class Members worked within the class periods;
18 and (2) each Class Member will have their respective number of workweeks multiplied by the Total Value
19 Per Workweek to derive their respective share of the Set Settlement Sum. Settlement, ¶ 6.c.

20 This method of distribution compensates Settlement Class Members based on the estimated extent
21 of their injuries, as Settlement Class Members who worked more workweeks, would have been subject
22 to more of the alleged wage and hour violations than those who worked fewer weeks. Thus, the formula
23 for compensating Settlement Class Members is fair, adequate, and reasonable, as it is tethered to the
24 damages and penalties that could be recovered by them.

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

27 Class members' response to a settlement is relevant in evaluating whether it merits final approval.
28 *Dunk, supra*, 48 Cal.App.4th at 1801. The lack of objections and requests for exclusion supports a
fairness presumption. See *7-Eleven Owners for Fair Franchising v. Southland Corp.* (2000) 85
Cal.App.4th 1135, 1152-53 (finding 9 objections and 80 opt-outs from a class of 5,454 showed a

“particularly impressive” favorable response from class members). Here, as of the filing of this Motion, not a single Settlement Class Member has objected to the Settlement and no Settlement Class Member have elected to opt-out of the Settlement. In addition, none of the 134 Class Notices were returned undeliverable. Gonzalez Decl., ¶¶ 8-12. The extremely favorable response of the Settlement Class further confirms that the Settlement is fair, adequate, and reasonable.

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

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

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

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

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

Id. at 503 (internal citation omitted); *see also, e.g., Serrano v. Priest*, 20 Cal.3d 25, 34 (1977) (“when a number of persons are entitled in common to a specific fund, and an action brought by a plaintiff or plaintiffs for the benefit of all results in the creation or preservation of that fund, such plaintiff or plaintiffs may be awarded attorney’s fees out of the fund.”); *Serrano v. Unruh*, 32 Cal.3d 621, 627 (1982) (in awarding a fee from the common fund obtained for the benefit of all parties, the trial court acts within its

equitable power to prevent the other parties' unjust enrichment.); *Rawlings v. Prudential-Bache Properties, Inc.*, 9 F.3d 513, 516 (6th Cir. 1993) (the percentage of the fund method for calculating attorneys' fees more accurately reflects the results achieved for the putative class than the lodestar method and "establishes reasonable expectations on the part of plaintiffs' attorneys as to their expected recovery; and it encourages early settlement, which avoids protracted litigation."); *In re Rite Aid Corp. Securities Litigation*, 396 F.3d 294, 300 (3rd Cir. 2005) ("The percentage-of-recovery method is generally favored in common fund cases because it allows courts to award fees from the fund 'in a manner that rewards counsel for success and penalizes it for failure.") (citation omitted).

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

Here, Class Counsel's fee request of \$60,000.00 (one-third of the Gross Settlement Amount) is fair and reasonable based on a percentage of the recovery confirmed with a lodestar cross-check. First, "regardless of whether the percentage method or the lodestar method is used, fee awards in class actions average around one-third of the recovery." *Chavez v. Netflix, Inc.*, 162 Cal.App.4th 43, 66, n.11 (2008); *see also, e.g., Cicero v. DirectTV, Inc.*, No. EDCV 07-1182, 2010 WL 2991486 at * 7 (C.D. Cal. July 27, 2010) (observing that "30-50% [is] commonly awarded in cases in which the common fund is relatively small" and that in California, "courts usually award attorneys' fees in the 30-40% range in wage and hour class actions..."); *Williams v. Costco Wholesale Corp.*, No. 02-cv-2003 IEG (AJB), 2010 WL 2721452 at * 6 (S.D. Cal. July 7, 2010) (collecting cases where courts awarded between 33.33% and 40% in attorneys' fees in wage and hour class actions). This is also consistent with Class Counsel's experience in similar wage and hour class action matters. *See* Lidman Decl., ¶ 29. Thus, the percentage sought by Class Counsel here (the same percentage sought by class counsel in *Laffitte*) is reasonable.

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

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

In this case, Class Counsel have a lodestar of \$129,337.00 which is 2.15 times more than the \$60,000.00 fee request. *See Lidman Decl.*, ¶ 34. 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 (24th Year Attorney)	\$900	61.1	\$54,990.00
Paul K. Haines (15th Year Attorney)	\$800	20.6	\$16,480.00
Milan Moore (9th Year Attorney)	\$650	84.7	\$55,055.00
Paralegals	\$175	15.5	\$2,712.50
Total Lodestar			\$129,237.00

1
2 The billing rates used are reasonable especially in light of the hourly rates identified based on
3 years of experience in the *Laffey* Matrix, submitted concurrently herewith. Lidman Decl., ¶ 35, Exh. C.
4 Based on the *Laffey* Matrix, the hourly rate for a 24rd year attorney is \$997, the hourly rate for a 16th year
5 attorney is \$829, and the hourly rate for a 6th year attorney is \$508. *Id.* The fee award requested here is
6 justified because Class Counsel achieved a significant monetary recovery for the Settlement Class in an
7 uncertain and risky case, while bearing the substantial burdens of representation on a contingency basis,
8 and the fees requested are in line with the market rate. *Vizcaino v. Microsoft Corp.*, 290 F.3d 1043, 1048-
9 51 (9th Cir. 2002) (finding that exceptional results in a contingency case, significant risk and the absence
10 of supporting precedents, are proper considerations in awarding attorneys' fees).

11 First, Class Counsel negotiated a substantial recovery for the Settlement Class, resulting in a
12 current participation rate of 100%, and not a single Settlement Class Member has objected to the
13 Settlement or to Class Counsel's requested fees as of the date of this filing. *See* Gonzalez Decl., ¶¶ 9-11.
14 Additionally, the *average* settlement payment in this case of approximately \$593.82 is in line with, and
15 above, settlement payments in similar wage and hour class action settlements. *See, e.g., Sorenson v.*
16 *PetSmart, Inc.*, Case No. 2:06-CV-02674-JAM-DAD (E.D. Cal. 2008) (wage and hour class action
17 settlement approved where average class member recovery was approximately \$60); *Schiller v. David's*
18 *Bridal, Inc.*, No. 1:10-cv-00616-AWI-SKO, 2012 WL 2117001, at *18 (E.D. Cal. 2012) (finding that
19 average payment to class members of less than \$200 was a "good" result); *Williams v. Centerplate, Inc.*,
20 Nos. 11-CV-2159-H-KSC, 12-CV-0008-H-KSC, 2013 WL 4525428, at *4 (S.D. Cal. 2013) (granting
21 final approval of class action settlement where average recovery for each class member was
22 approximately \$108). The fact that Class Counsel achieved these results without engaging in a protracted
23 legal battle, in the face of serious defense challenges and an uncertain legal landscape, confirms the
24 strength of the results achieved.

25 As discussed above, this case presented significant risk as to both class certification and merits
26 considerations. Accordingly, it is fair and reasonable to account for these risks in compensating Class
27 Counsel. Class Counsel should also be compensated for the risks involved in undertaking this litigation
28 and expending considerable effort, all while working on a pure contingency basis. Since undertaking

1 representation of Plaintiff, Class Counsel have borne all the costs of litigation without receiving any
2 compensation for over two years. Lidman Decl., ¶ 31. During this time, Class Counsel have expended a
3 total of \$15,227.62 in actual costs and have devoted substantial time to this litigation and expect to incur
4 approximately \$450.00 in future costs for filing the final declaration regarding distribution of settlement,
5 Case Anywhere fees, service and messenger fees, postage fees, and/or online fees to retrieve conformed
6 copies of documents.² Lidman Decl., ¶ 31; Exh. B. Class Counsel's efforts have included conducting
7 pre-filing investigation, analyzing Plaintiff's claims, conducting legal research, reviewing Defendant's
8 documents and policies, analyzing Settlement Class Members' timekeeping data and payroll records,
9 preparing for and attending mediation, negotiating and revising the long-form Settlement Agreement,
10 preparing the Motions for Preliminary and Final Approval, overseeing the settlement administration
11 process, communicating with Settlement Class Members, and otherwise litigating this case. *See* Lidman
12 Decl., ¶ 30. Moreover, Class Counsel have expended time, effort, and money that they could have
13 expended on less risky cases instead. Given the considerable potential for adverse outcomes in this case,
14 including, but not limited to losing on class certification and/or merits issues, the contingent risk borne
15 by Class Counsel was great. Lidman Decl., ¶¶ 30-33.

16 Class Counsel's previous experience in litigating wage and hour class actions also supports the
17 reasonableness of the fee request. Class Counsel are well-versed in plaintiff and defense-side wage and
18 hour class action litigation, with substantial experience litigating claims for meal and rest period
19 violations, and related penalties. *See* Lidman Decl., ¶¶ 3-8; Declaration of Paul K. Haines ("Haines
20 Decl."), ¶¶ 3-8. They have been certified as class counsel in numerous other cases. *Id.* Their experience
21 in similar matters was integral in evaluating the strengths and weaknesses of the case against Defendants
22 and the reasonableness of the Settlement. *See* Lidman Decl., ¶ 32. Practice in the narrow field of wage
23 and hour litigation requires skill and knowledge concerning the rapidly evolving substantive state and
24 federal law, as well as the procedural law of class action litigation. *Id.* Because it is reasonable to
25 compensate Class Counsel commensurate with their skill, reputation, and experience, a fee award of one-
26 third of the Gross Settlement Amount is reasonable.

27
28 ² This includes total costs incurred by both law firms.

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

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

8 Class Counsel seek to be reimbursed a total of \$15,677.62³ in litigation costs. Class Counsel’s
9 request is fair, adequate, and reasonable, as all of these costs are documented and reasonably incurred.
10 See Lidman Decl., ¶ 31; Exh. B. Moreover, the costs Plaintiff seeks are the types of costs routinely
11 approved by courts. See, e.g., *Harris v. Marhoefer*, 24 F.3d 16, 19 (9th Cir. 1994) (counsel should recover
12 “those out-of-pocket expenses that would normally be charged to a fee paying client”); *Ashker v. Sayre*,
13 No. 05-03759 CW, 2011 WL 825713, at * 3 (N.D. Cal. 2011)(“costs of reproducing pleadings, motions
14 and exhibits are typically billed by attorneys to their fee-paying clients” and are reimbursable); *Trustees*
15 *of Const. Industry & Laborers Health and Welfare Trust v. Redland Ins. Co.*, 460 F.3d 1253, 1258-59
16 (9th Cir. 2006) (legal research costs are reimbursable); *In re Immune Response Securities Litigation*, 497
17 F. Supp. 2d 1166, 1177-78 (S.D. Cal. 2007) (mediation expenses, consultant and expert fees, legal
18 research, copies, postage, filing fees, messenger and overnight delivery costs are reimbursable). Because
19 the expense reimbursements requested by Class Counsel were reasonably incurred, and no Settlement
20 Class Member has objected to them, Plaintiff respectfully requests the Court should grant the request for
21 actual costs incurred.

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

23 Plaintiff also requests that the Court approve \$7,250.00 in administration costs to the Settlement
24 Administrator, Phoenix. As detailed in the declaration of Mayra Gonzalez on Behalf of Phoenix Class
25 Action Administration Solutions submitted herewith, Phoenix performed duties in connection with this
26 Settlement that were integral in effectuating the Settlement and the Notice process. Among other things,

27 ³ Class Counsel have expended a total of \$15,227.62 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.

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

Here, analyzing those factors weigh in favor of approving Plaintiff's requested service award of \$7,500.00 because request is reasonable given Plaintiff's efforts in this case and the risks she undertook on behalf of Settlement Class Members. *See* Lidman Decl., ¶ 39; Declaration of Carmina Valdez ("Valdez Decl."), ¶¶ 6-12. Plaintiff gathered documents for use in the lawsuit, and worked with Class Counsel on the case, including preparing for mediation and discussing the case, the merits, the defenses, and settlement. *See* Lidman Decl., ¶ 39; Valdez Decl., ¶¶ 6 and 8. The class has benefited from Plaintiff's actions as the average settlement amount is \$593.82.

Further, Plaintiff understood that the lawsuit is a matter of public record and being part of the lawsuit could stigmatize him and/or affect future employment. *See* Lidman Decl., ¶ 39; Valdez Decl., ¶ 7. Plaintiff also understood the risk that he could be liable for Defendant's costs if she lost the case. *See*

1 Lidman Decl., ¶ 39; Valdez Decl., ¶ 7. Plaintiff accepted these risks and burdens because she wanted
2 Defendants to compensate their current and former employees for unpaid wages. Valdez Decl., ¶¶ 7.
3 Plaintiff estimates he spent 8-12 hours on activities related to this case. *Id.* at ¶ 8.

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

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

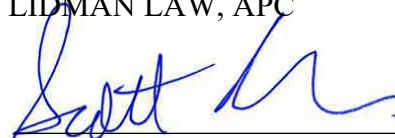
12 **V. CONCLUSION**

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

16
17 Dated: May 28, 2025

Respectfully submitted,
LIDMAN LAW, APC

18
19 By:



20 Scott M. Lidman
21 Attorney for Plaintiff
22 CARMINA VALDEZ
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