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

JAVIER MARTINEZ, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

SCHLAGE LOCK COMPANY, LLC, a
Delaware limited liability company, and DOES 1
through 100, inclusive,

Defendants.

Case No. CIVSB2218620

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

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

Date: January 11, 2024
Time: 1:30 p.m.
Dept.: S-17

Action Filed: August 25, 2022
Trial Date: None

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

2 PLEASE TAKE NOTICE that pursuant to Rule 3.769 of the California Rules of Court, on January
3 11, 2024 at 1:30 p.m. in Department S-17 of the above-entitled Court, located at 247 West Third Street,
4 San Bernardino, California 92415, Plaintiff Javier Martinez (“Plaintiff”), individually and on behalf of a
5 class of similarly situated individuals, will and hereby does move this Court for:

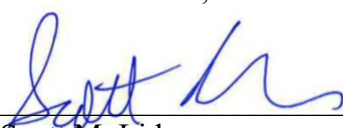
- 6 1. Confirming the certification of the Settlement Class for settlement purposes under Section 382
7 of the California Code of Civil Procedure;
- 8 2. Confirming the appointment of Plaintiff Javier Medina as Class Representative for settlement
9 purposes;
- 10 3. Confirming the appointment of Scott M. Lidman, Elizabeth Nguyen, and Milan Moore of
11 Lidman Law, APC, and Paul Haines of Haines Law Group, APC, as Class Counsel for
12 settlement purposes;
- 13 4. Granting final approval of the Stipulation of Class Action and PAGA Settlement (herein
14 “Settlement”);
- 15 5. Approving an award of \$100,000.00 in attorneys’ fees to Class Counsel;
- 16 6. Approving an award of \$13,578.08 in costs to Class Counsel;
- 17 7. Approving an award of \$7,995.00 in costs to Phoenix Settlement Administrators for its
18 settlement administration services;
- 19 8. Approving an incentive payment of \$5,000.00 to Plaintiff Javier Martinez for his services as
20 Class Representative;
- 21 9. Approving an award of \$7,500.00 to the Labor & Workforce Development Agency
22 (“LWDA”); and
- 23 10. Entering final judgment in the form of the [Proposed] Order of Final Approval of Class Action
24 Settlement and Final Judgment filed concurrently herewith.

25 This Motion is based on this notice of motion, the attached memorandum of points and authorities
26 attached hereto, the declarations of Scott M. Lidman, Elizabeth Nguyen, Paul K. Haines, Milan Moore,
27
28

1 Plaintiff Javier Martinez,¹ and Lluvia Islas of Phoenix Settlement Administrators, 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.

4
5 Dated: December 18, 2023

Respectfully submitted,
LIDMAN LAW, APC

6
7 By: 

8 Scott M. Lidman
9 Attorney for Plaintiff
JAVIER MARTINEZ

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¹ The declaration of Plaintiff Javier Martinez was originally filed with this Court on June 30, 2023 in connection with the Motion for Preliminary Approval. For the convenience of the Court, Plaintiff has re-filed his declaration with the instant Motion.

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1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. INTRODUCTION**

3 Plaintiff Javier Martinez (“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 Schlage Lock Company, LLC (hereinafter “Schlage Lock” or “Defendant”). The Settlement Class is
6 defined as: current and former non-exempt employees of Defendant Schlage Lock Company, LLC who
7 worked at any time in California during the Class Period. The Class Period is January 8, 2019 through
8 June 17, 2023.

9 In this non-reversionary Settlement, the average settlement payment to each Settlement Class
10 Member is approximately \$2,095.22. This is a favorable resolution of the highly disputed wage and hour
11 claims in this case and the significant litigation risks that Plaintiff faced. Since this Court granted
12 preliminary approval on September 6, 2023, nothing has changed to impact the propriety, fairness,
13 adequacy and reasonableness of the Settlement. In addition, after receiving notice of the Settlement and
14 of their projected Settlement payments, and as of the date of this filing, no one has opted-out or submitted
15 a written objection to the Settlement.

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

24 **II. FACTUAL AND PROCEDURAL BACKGROUND**

25 On August 25, 2022, Plaintiff filed a putative class action complaint against Defendant in San
26 Bernardino County Superior Court. *See* Declaration of Scott M. Lidman (“Lidman Decl.”), ¶ 10. On
27 April 25, 2023, in conjunction with effectuating the terms of the settlement agreement, Plaintiff
28 submitted a letter to the California Labor Workforce Development Agency (“LWDA”) and Schlage Lock

1 regarding Defendant’s alleged Labor Code violations and Plaintiff’s intent to bring a claim for civil
2 penalties under the Labor Code Private Attorneys General Act (“PAGA”). Pursuant to effectuating the
3 terms of the settlement agreement and after his administrative remedies exhaust on June 29, 2023,
4 Plaintiff sought to file a First Amended Class and Representative Action Complaint as part of his motion
5 for preliminary approval. Lidman Decl., ¶ 10. Plaintiff’s operative complaint alleges that Schlage Lock:
6 (1) failed to pay all minimum wages owed; (2) failed to pay all overtime wages owed; (3) failed to
7 provide all legally required meal periods; (4) failed to authorize and permit all legally required rest
8 periods; (5) failed to provide accurate, itemized wage statements; (6) failed to timely pay all wages upon
9 separation of employment; (7) engaged in unlawful business practices; and (8) is liable for civil penalties
10 under the PAGA. ² *Id.*

11 **A. Plaintiff’s Claims**

12 As explained in detail in the Motion for Preliminary Approval, Plaintiff’s primary theories of
13 liability are related to Defendant’s alleged failure to pay for all time worked and failure to provide
14 Settlement Class Members all legally compliant duty-free meal and rest periods. Lidman Decl., ¶¶ 11-
15 24. Plaintiff alleges that Defendant failed to compensate its non-exempt employees for all time worked.
16 *Id.* at ¶ 11. Specifically, Plaintiff alleges that Defendant would keep track of Plaintiff’s time worked and
17 would unlawfully round/shave time worked such that Plaintiff would not be fully paid for all time
18 worked. *Id.* This time-shaving and/or rounding practice utilized by Defendant was not even-handed over
19 time and would almost exclusively round and shave in Defendant’s favor such that Plaintiff was routinely
20 underpaid for all his time worked. *Id.* Additionally, during the most recent portion of Plaintiff’s
21 employment with Defendant, Defendant required Plaintiff and other non-exempt employees to be
22 subjected to temperature checks and screening questionnaires due to the COVID-19 pandemic. *Id.*
23 Despite being under Defendant’s direction and control, Defendant failed to compensate its non-exempt
24

25 ² To note, there was a prior class action lawsuit, *Saul Benavides v. Allegion*, Case No. BC678135, Los Angeles Superior Court,
26 Judge Elihu M. Berle presiding. In the lawsuit, the settlement class is defined as “all current and former hourly-paid or non-
27 exempt employees who worked for Defendant within the State of California at any time during the period of October 3, 2013
28 through January 7, 2019. Given that this settlement covers the claims alleged in the present case, Plaintiff’s action has a slightly
truncated class period beginning on January 8, 2019.

1 employees for such time. As a result, Defendant failed to pay Plaintiff and other non-exempt employees
2 for all minimum and overtime wages owed. *Id.*

3 Plaintiff alleges that he and Settlement Class Members were not provided with all legally-required
4 meal periods in compliance with California law due to Defendant's unlawful meal period
5 policies/practices. Lidman Decl., ¶ 13. Due to work demands, Plaintiff was often prevented from taking
6 meal periods that commenced before the end of the 5th hour of work and/or which were at least 30 minutes
7 in length. Additionally, Schlage Lock did not require its employees to track the start and stop time of
8 meal periods when they remained on the work premises, which resulted in Schlage Lock unlawfully
9 automatically deducting 30 minutes from its employees' work time for purported meal periods. *Id.*

10 Plaintiff alleges that he and other Settlement Class Members were not authorized and permitted
11 to take all required rest periods due to Schlage Lock's rest period policies/practices which fail to authorize
12 and permit all rest periods for every four hours worked, *or major fraction thereof*. Lidman Decl., ¶ 15.
13 Specifically, Plaintiff worked shifts in excess of 3.5 hours, but was not authorized or permitted to take a
14 ten-minute paid rest period for every four (4) hour period worked, *or major fraction thereof* as a result of
15 the work demands imposed by Defendant and understaffing. *Id.*

16 Plaintiff further alleges that Schlage Lock issued inaccurate wage statements in violation of Labor
17 Code § 226 as a result of the alleged unpaid wages and meal and rest period premium wages described
18 above. Lidman Decl., ¶ 17. Specifically, Plaintiff contends that this conduct violated Labor Code §
19 226(a) because the wage statements issued to Settlement Class Members did not include all hours worked
20 and the rate at which they were being paid. *Id.*

21 Plaintiff alleges that Schlage Lock is also liable for waiting time penalties under Labor Code
22 section 203 as a result of its failure to pay all wages upon separation of employment. Lidman Decl., ¶19.
23 Based on the data provided by Schlage Lock, there were approximately 31 Settlement Class Members
24 who have separated their employment with Defendant during the relevant time period who could be
25 entitled to waiting time penalties. *Id.*

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

28 As explained *infra* and in Plaintiff's Motion for Preliminary Approval, Defendant denies

1 Plaintiff's claims and asserts several affirmative defenses, both on the merits and with respect to class
2 certification.

3 **B. Mediation and Settlement**

4 After agreeing to participate in early mediation, Schlage Lock informally produced documents
5 and information relevant to the claims alleged in advance of mediation, including without limitation
6 timekeeping and payroll data for a 20% sampling of the putative class. Lidman Decl., ¶ 24. Additionally,
7 Schlage Lock produced information and data points needed for a fruitful mediation, including without
8 limitation, the number of employees, workweeks at issue, pay periods at issue, meal and rest period
9 policies and procedures, and payroll policies. After a review and analysis of the documents and
10 information produced by Schlage Lock, Class Counsel drew on their extensive experience in similar
11 cases to assess the strengths and weaknesses of Plaintiff's case. *Id.* This discovery allowed the parties
12 to assess the merits and value of Plaintiff's claims and Schlage Lock's defenses thereto, if a settlement
13 could not be reached.

14 On April 18, 2023, a mediation was held with Steve Pearl, a well-respected wage and hour class
15 action mediator. Lidman Decl., ¶ 25. During mediation, the parties vigorously debated their opposing
16 legal positions, the likelihood of certification of Plaintiff's claims, and the legal basis for the claims and
17 defenses. *Id.* Ultimately, the Parties agreed on a class-wide resolution that included Plaintiff filing an
18 amended complaint adding causes of action for wage statement penalties and civil penalties under the
19 PAGA. In the weeks that followed, the parties finalized the terms of settlement and executed the
20 Stipulation of Class Action and PAGA Settlement ("Settlement"). *Id.*

21 **C. Preliminary Approval of Settlement**

22 Plaintiff submitted the Stipulation of Settlement to the Court with his Motion for Preliminary
23 Approval on June 30, 2023. Lidman Decl., ¶ 26. On September 6, 2023, the Court signed an Order
24 Granting Preliminary Approval of the Settlement. *Id.*; Exh. A.

25 Plaintiff submitted the Settlement and the Court's Order Granting Preliminary Approval of the
26 Settlement to the LWDA via the LWDA's website on June 30, 2023 and September 15, 2023,
27 respectively. *See* Lidman Decl., ¶ 42; Exhs. D and E. Plaintiff will also provide the LWDA with a copy
28 of the instant motion for final approval and supporting documents after the instant motion is filed and

will file a supplemental proof of service prior to the hearing. Lidman Decl., ¶ 42.

On October 23, 2023, the Settlement Administrator mailed the Court-approved Notice Packet (which consists of the Notice of Pendency of Class Action and Proposed Settlement and Notice of Settlement Award) in English and Spanish³ to the 78 Settlement Class Members, who have until December 22, 2023 to submit disputes, objections, and/or requests for exclusion. *See* Declaration of Lluvia Islas of Phoenix Settlement Administrators (“Islas Decl.”), ¶ 8. As of the date of this filing, there have been **no objections**, **no disputes**, and **no opt-outs** received. *Id.* at ¶¶ 13-15. Phoenix will submit a supplemental declaration after the response deadline expires.

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

III. SUMMARY OF THE SETTLEMENT AND NOTICE PROCESS

A. Settlement Class Definition

After the preliminary approval was granted, the Settlement Administrator advised the total number of workweeks worked is 8,167.57, confirming the escalator clause was not triggered. Islas Decl., ¶ 19. As a result, the Settlement Class is defined as: all current and former non-exempt employees of Defendant Schlage Lock Company, LLC who worked at any time in California during the Class Period. The Class Period is January 8, 2019 through June 17, 2023. Lidman Decl., ¶27.

B. Monetary Terms of the Settlement

The Settlement provides for Defendant to pay a Gross Settlement Amount of \$300,000.00. Islas Decl., ¶ 16. The Net Settlement Amount is the amount remaining from the Gross Settlement Amount after deducting requested attorneys’ fees (\$100,000.00) and verified costs (\$13,578.08), proposed Class Representative Service Award to Plaintiff (\$5,000.00), Settlement Administration costs (\$7,995.00), and PAGA payment to the LWDA (\$7,500.00). *Id.* Based on these requested amounts, the Net Settlement Amount is calculated to be approximately **\$165,926.92**. *Id.*

³ At the time of preliminary approval, Defendant represented that the Notice Packet needed to be mailed in English only. Therefore, Phoenix’s quote for administering this settlement was \$5,995. Subsequent to the Court’s preliminary approval of this settlement and prior to the mailing of the Court-approved Notice Packets, Defendant informed Plaintiff and the administrator that Spanish translation was needed. As a result of mailing the Notice Packets in English and Spanish, Phoenix’s costs increased to \$7,995.00. The increased administrator costs were included in the Notice Packets to Settlement Class Members and no one objected.

1 The Individual Settlement Awards shall be determined as follows:

2 i. The Net Settlement Amount shall be allocated to Settlement Class members who worked
3 during the Class Period, as follows: each participating Settlement Class member shall
4 receive a proportionate settlement share based upon the number of weeks worked as a non-
5 exempt employee during the Class Period, the numerator of which is the Settlement Class
6 member's total weeks worked as a non-exempt employees during the Class Period, and the
7 denominator of which is the total weeks worked as non-exempt employees by all
8 Settlement Class members (who do not opt out) who worked during the Class Period. *See*
9 Settlement, ¶ 6.B.i.

10 ii. PAGA Amount: In addition, Two Thousand Five Hundred Dollars and Zero Cents
11 (\$2,500.00) of the Gross Settlement Amount has been designated as the "PAGA Amount"
12 as described above. Each PAGA Employee shall receive a portion of the PAGA Amount
13 proportionate to the number of pay periods that he or she worked during this PAGA Period
14 which will be calculated by multiplying the PAGA Amount by a fraction, the numerator of
15 which is the PAGA Employee's number of pay periods worked as a non-exempt employee
16 during this time period, and the denominator of which is the total number of pay periods
17 worked by all PAGA Employees. The payments to PAGA Employees shall be reported as
18 penalties on a Form 1099. *See* Settlement, ¶ 6.C

19 For purposes of calculating applicable taxes and withholdings, each Settlement Award shall be
20 allocated as follows: 80% as penalties and interest; and 20% as wages. Settlement, ¶ 6.E.

21 Defendant will pay the employer's share of payroll taxes separately from, and in addition to, the
22 Gross Settlement Amount. *See* Islas Decl., ¶ 18. Defendant agrees to deposit the employer's share of
23 payroll taxes with Phoenix Settlement Administrators by the date on which the fourth and final installment
24 payment is due.

25 **C. Summary of Notice Process**

26 **1. Mailing of Notice Packets**

27 On September 21, 2023, Defendant provided Phoenix with data files containing the names, last
28 known addresses, phone numbers, social security numbers, the dates of employment during the Class
Period, the number of workweeks worked by each Settlement Class member while employed during the
Class Period, and the number of workweeks worked by each PAGA Employee during the PAGA Period.
Islas Decl., ¶ 4. After performing address updates and verifications, Phoenix mailed the Notice Packet
to the 231 Settlement Class Members on October 23, 2023 in English and Spanish. *Id.* at ¶ 8. Following
the initial mailing, 0 Notice Packets were returned to Phoenix by the Post Office. *Id.* at ¶ 9. After Phoenix
performed a Skip Trace, 0 Notice Packets were re-mailed. *Id.* As of the date of filing this final approval

1 motion, 0 Notice Packets remain undeliverable because no forwarding address was provided and/or no
2 new address could be located through Skip Trace. *Id.*

3 The deadline for Settlement Class Members to submit objections, requests for exclusion, or
4 disputes is December 22, 2023. Islas Decl., ¶ 8. As of the date of this filing, there were no objections,
5 no disputes, and no opt-outs. *Id.* at ¶¶ 7-9. Accordingly, as of the date of this Motion, the participation
6 rate amongst the Settlement Class Members is 100% and the average estimated payment is \$2,095.22
7 with the highest estimated payment to a Settlement Class Member being \$4,633.57 and the lowest
8 estimated payment to a Settlement Class Member being \$131.49. *Id.* at ¶¶ 7-13.

9 **D. Timing of Payments**

10 The Gross Settlement Amount shall be deposited by Defendant into a qualified settlement fund set
11 up by the Settlement Administrator for the benefit of participating Settlement Class members and PAGA
12 Employees. Defendant agrees to deposit the Gross Settlement Amount and the required employer-side
13 taxes with the Settlement Administrator within thirty (30) calendar days after the “Effective Date” which
14 is defined as the latter of: (a) the Court's final approval of the settlement if no objections by or on behalf
15 of Settlement Class members have been filed; (b) the time for appeal has expired if an objection has been
16 filed and no appeal has been filed or withdrawn; or (c) the final resolution of any appeal that has been
17 filed. Settlement ¶ 5.B.

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

21 **E. Notice of Judgment**

22 As stated on the Notice of Pendency to Class Action and Proposed Settlement mailed to class
23 members, the final judgment entered by the Court and any changes to the Final Approval hearing date or
24 location will be posted on the Settlement Administrator’s website at [martinez-v-schlage-lock-](http://martinez-v-schlage-lock-company.phoenixcases.com)
25 company.phoenixcases.com. *See* Islas Decl., ¶6, Exh A.

26 //

27 //

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1 **IV. ARGUMENT**

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

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

11 Here, this Court found that the Class meets all the requirements for class certification for
12 settlement purposes when it granted preliminary approval of the Settlement on September 6, 2023. *See*
13 *Lidman Decl.*, ¶ 26; Exh. A. After the Court entered an order granting preliminary approval, no events
14 have occurred to cast doubt on the propriety of this determination. In fact, the reaction of the Settlement
15 Class Members thus far to the Settlement has been strongly in support of the Settlement. No Settlement
16 Class Members have objected to any portion of the Settlement and no Settlement Class Member has
17 elected to opt-out of the Settlement. *See Islas Decl.*, ¶¶ 13-15. This Court should therefore confirm its
18 conditional certification of the Settlement Class.

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

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

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

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

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

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

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

1 As detailed in Plaintiff's Preliminary Approval Motion, there is significant risk of non-certification
2 and/or not prevailing on the merits with respect to each of Plaintiff's claims. For example, with respect
3 to Plaintiff's unlawful rounding claims, Schlage Lock contends that it compensated Settlement Class
4 members for all of their time worked, that its rounding practices were lawful, and any unpaid time was *de*
5 *minimis* and therefore non-compensable. Lidman Decl., ¶ 12. Schlage Lock further asserts that Plaintiff
6 would be unable to certify a rounding class given the individualized inquiries that would be required, and
7 also that Schlage Lock rounding mechanism was, according to it, allegedly facially neutral. Further,
8 Schlage Lock contends that Plaintiff's assessment of the claim at the overtime rate is incorrect. *Id.*

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

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

27 As for Plaintiff's claim for wage statement penalties, Schlage Lock argued that meal and rest
28 period claims could not support a claim for wage statement penalties. Schlage Lock further argues that

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

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

Lastly, since Plaintiff’s PAGA claim is a derivative claim based on the underlying claims, Schlage Lock argues that Plaintiff’s PAGA claim will fail for the same reasons that his underlying claims will fail. Lidman Decl., ¶ 22. Schlage Lock also maintains that, given its good faith defenses, this Court would exercise its discretion to substantially reduce any PAGA penalties if it were to find Schlage Lock liable for any of Plaintiff’s claims. *Id.*

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

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

Individual settlement payments will be calculated based on the number of workweeks worked by each Settlement Class Member during the Class Period. *See* Settlement, ¶ 6.B. This method of distribution compensates Settlement Class Members based on the estimated extent of their injuries, as Settlement Class Members who worked more workweeks, would have been subject to more of the alleged wage and hour violations than those who worked fewer weeks. Thus, the formula for compensating

Settlement Class Members is fair, adequate, and reasonable, as it is tethered to the damages and penalties that could be recovered by them.

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

Class members' response to a settlement is relevant in evaluating whether it merits final approval. *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, 0 of the 78 Notice Packets were returned undeliverable. *Islas 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

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

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

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

25 Here, Class Counsel’s fee request of \$100,000.00 (one-third of the Gross Settlement Amount) is
26 fair and reasonable based on a percentage of the recovery confirmed with a lodestar cross-check. First,
27 “regardless of whether the percentage method or the lodestar method is used, fee awards in class actions
28 average around one-third of the recovery.” *Chavez v. Netflix, Inc.*, 162 Cal.App.4th 43, 66, n.11 (2008);
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., ¶ 32. 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 **\$121,297.50** which is 1.21 times **more than** the \$100,000.00 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. The billing rates used are reasonable especially in light of the hourly rates identified based on years of experience in the *Laffey* Matrix, submitted concurrently herewith. Lidman Decl., ¶ 37, Exh. C. Based on the *Laffey* Matrix, the hourly rate for a 25th year attorney is \$997, the hourly rate for a 16th and 17th year attorney is \$829, and the hourly rate for a 7th year attorney is \$508. *Id.*

Name	Rate	Hours	Pre-Multiplier Lodestar
Scott M. Lidman (25th Year Attorney)	\$750	65.7	\$49,275.00
Elizabeth Nguyen (17th Year Attorney)	\$650	44.1	\$28,665.00
Paul K. Haines (16th Year Attorney)	\$675	18.8	\$12,690.00
Milan Moore (7th Year Attorney)	\$450	62.9	\$28,305.00
Paralegals	\$175	13.5	\$2,362.50
Total Lodestar			\$121,297.50

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 100%, and not a single Settlement Class Member has objected to the Settlement or to Class Counsel's requested fees as of the date of this filing. *See* Islas Decl., ¶¶ 13-15. Additionally, the *average* settlement payment in this case of approximately \$2,095.22 is in line with, and above, settlement payments in similar wage and hour class action settlements. *See, e.g., Sorenson v. PetSmart, Inc.*, Case No. 2:06-CV-02674-JAM-DAD (E.D. Cal. 2008) (wage and hour class action settlement approved where average class member recovery was approximately \$60); *Schiller v. David's Bridal, Inc.*, No. 1:10-cv-00616-AWI-SKO, 2012 WL 2117001, at *18 (E.D. Cal. 2012) (finding that average payment to class members of less than \$200 was a "good" result); *Williams v. Centerplate, Inc.*, Nos. 11-CV-2159-H-KSC, 12-CV-0008-H-KSC, 2013 WL 4525428, at *4 (S.D. Cal. 2013) (granting

1 final approval of class action settlement where average recovery for each class member was
2 approximately \$108). The fact that Class Counsel achieved these results without engaging in a protracted
3 legal battle, in the face of serious defense challenges and an uncertain legal landscape, confirms the
4 strength of the results achieved.

5 As discussed above, this case presented significant risk as to both class certification and merits
6 considerations. Accordingly, it is fair and reasonable to account for these risks in compensating Class
7 Counsel. Class Counsel should also be compensated for the risks involved in undertaking this litigation
8 and expending considerable effort, all while working on a pure contingency basis. Since undertaking
9 representation of Plaintiff, Class Counsel have borne all the costs of litigation without receiving any
10 compensation for over one year. Lidman Decl., ¶ 30. During this time, Class Counsel have expended a
11 total of \$13,033.08 in actual costs and have devoted substantial time to this litigation and expect to incur
12 approximately \$545.00 in future costs for filing the instant motion, filing the final declaration regarding
13 distribution of settlement, service and messenger fees, postage fees, and/or court costs for future court
14 appearances for a total of \$13,578.08.⁴ Lidman Decl., ¶ 31; Exh. B. Class Counsel's efforts have included
15 conducting pre-filing investigation, analyzing Plaintiff's claims, conducting legal research, reviewing
16 Defendant's documents and policies, analyzing Settlement Class Members' timekeeping data and payroll
17 records, preparing for and attending mediation, negotiating and revising the long-form Settlement,
18 preparing this Motion, and otherwise litigating the case. See Lidman Decl., ¶ 30. Moreover, Class
19 Counsel have expended time, effort, and money that they could have expended on less risky cases instead.
20 Given the considerable potential for adverse outcomes in this case, including, but not limited to losing on
21 class certification and/or merits issues, the contingent risk borne by Class Counsel was great. Lidman
22 Decl., ¶¶ 30-33.

23 Class Counsel's previous experience in litigating wage and hour class actions also supports the
24 reasonableness of the fee request. Class Counsel are well-versed in plaintiff and defense-side wage and
25 hour class action litigation, with substantial experience litigating claims for meal and rest period
26 violations, and related penalties. See Lidman Decl., ¶¶ 3-8; Declaration of Elizabeth Nguyen ("Nguyen
27

28 ⁴ This includes total costs incurred by both law firms.

Decl.”), ¶¶ 3-8; Declaration of Paul K. Haines (“Haines Decl.”), ¶¶ 3-8. They have been certified as class counsel in numerous other cases. *Id.* Their experience in similar matters was integral in evaluating the strengths and weaknesses of the case against Defendants and the reasonableness of the Settlement. *See* Lidman Decl., ¶ 32. Practice in the narrow field of wage and hour litigation requires skill and knowledge concerning the rapidly evolving substantive state and federal law, as well as the procedural law of class action litigation. *Id.* Because it is reasonable to compensate Class Counsel commensurate with their skill, reputation, and experience, a fee award of one-third of the Gross Settlement Amount is reasonable.

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

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

Class Counsel seek to be reimbursed a total of \$13,578.08⁵ in litigation costs. Class Counsel’s request is fair, adequate, and reasonable, as all of these costs are documented and reasonably incurred. *See* Lidman Decl., ¶ 31; Exh. B. Moreover, the costs Plaintiff seeks are the types of costs routinely approved by courts. *See, e.g., Harris v. Marhoefer*, 24 F.3d 16, 19 (9th Cir. 1994) (counsel should recover “those out-of-pocket expenses that would normally be charged to a fee paying client”); *Ashker v. Sayre*, No. 05-03759 CW, 2011 WL 825713, at * 3 (N.D. Cal. 2011)(“costs of reproducing pleadings, motions and exhibits are typically billed by attorneys to their fee-paying clients” and are reimbursable); *Trustees of Const. Industry & Laborers Health and Welfare Trust v. Redland Ins. Co.*, 460 F.3d 1253, 1258-59 (9th Cir. 2006) (legal research costs are reimbursable); *In re Immune Response Securities Litigation*, 497 F. Supp. 2d 1166, 1177-78 (S.D. Cal. 2007) (mediation expenses, consultant and expert fees, legal research, copies, postage, filing fees, messenger and overnight delivery costs are reimbursable). Because the expense reimbursements requested by Class Counsel were reasonably incurred, and no Settlement Class Member has objected to them, Plaintiff respectfully requests the Court should grant the request for

⁵ Class Counsel have expended a total of \$13,033.08 in actual costs and anticipates incurring costs in the amount of \$545.00 for filing fees, service and messenger fees, and/or postage fees.

1 actual costs incurred.

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

3 Plaintiff also requests that the Court approve \$7,995.00 in administration costs to the Settlement
4 Administrator, Phoenix. As detailed in the declaration of Lluvia Islas on Behalf of Phoenix submitted
5 herewith, Phoenix performed duties in connection with this Settlement that were integral in effectuating
6 the Settlement and the Notice process. Among other things, Phoenix calculated each Settlement Class
7 Member's individual settlement payment, updated addresses contained in the class data supplied by
8 Defendant, formatted Notice Packets for mailing, mailed Notice Packets to all 78 Settlement Class
9 Members in English and Spanish, kept the parties informed of any objections or requests for exclusion,
10 and have otherwise administered the Settlement. *See* Islas Decl., ¶¶ 2-20. For these reasons, Phoenix's
11 requested costs are fair, reasonable, and adequate, and should be finally approved.

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

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

25 Here, analyzing those factors weigh in favor of approving Plaintiff's requested service award of
26 \$5,000.00 because request is reasonable given Plaintiff's efforts in this case and the risks he undertook
27 on behalf of Settlement Class Members. Lidman Decl., ¶ 39; Declaration of Javier Martinez ("Martinez
28 Decl."), ¶¶ 6-11. 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

1 settlement. *See* Lidman Decl., ¶ 41; Martinez Decl., ¶¶ 6-10. The class has benefited from Plaintiff's
2 actions as the average settlement amount is \$2,095.22.

3 Further, Plaintiff understood that the lawsuit is a matter of public record and being part of the
4 lawsuit could stigmatize him and/or affect future employment. Martinez Decl., ¶ 8. Plaintiff also
5 understood the risk that he could be liable for Defendant's costs if he lost the case. *Id.* at ¶ 7. Plaintiff
6 accepted these risks and burdens because he wanted Defendants to compensate their current and former
7 employees for unpaid wages. *Id.* at ¶¶ 7-8. Plaintiff estimates he spent between 6-9 hours on activities
8 related to this case. *Id.* at ¶ 10.

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

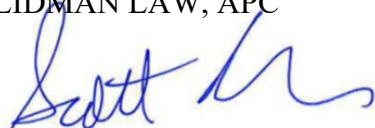
13 Moreover, after receiving notice of the proposed Class Representative Service Award for Plaintiff,
14 no Settlement Class Member has objected to the proposed award, as of the date of this filing. *See* Islas
15 Decl., ¶ 15. Thus, the service award to Plaintiff is appropriate and justified as part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

17 **V. CONCLUSION**

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

21
22 Dated: December 18, 2023

Respectfully submitted,
LIDMAN LAW, APC

23
24 By: 

25 Scott M. Lidman
26 Attorney for Plaintiff
27 JAVIER MARTINEZ
28