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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

GERARDO TORO, as an individual, USMAN
LOPEZ ESCOBAR, as an individual, and on
behalf of all others similarly situated,

Plaintiff,

vs.

L.A. PROPERTIES HEFFESSE LLC, a
California limited liability company; and DOES
1 through 10,

Defendants.

Case No. 23STCV26332

*[Assigned for all purposes to the Hon. Laura A.
Seigle, Dept. SSC-17]*

**PLAINTIFFS' NOTICE OF MOTION AND
MOTION FOR FINAL APPROVAL OF
CLASS ACTION SETTLEMENT, CLASS
REPRESENTATIVES SERVICE AWARDS,
AND ATTORNEYS' FEES AND COSTS;
MEMORANDUM OF POINTS AND
AUTHORITIES IN SUPPORT THEREOF**

Date: March 25, 2025
Time: 9:00 a.m.
Dept.: SSC-17

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

PLEASE TAKE NOTICE that pursuant to Rule 3.769 of the California Rules of Court, on March 25, 2025 at 9:00 a.m. in Department 17 of the above-entitled Court, located at 312 N. Spring Street, Los Angeles, California 90012, Plaintiffs Gerardo Toro and Usman Lopez Escobar (“Plaintiffs”), jointly and on behalf of a class of similarly situated individuals, will and hereby does move this Court for:

1. Confirming the certification of the Settlement Class for settlement purposes under Section 382 of the California Code of Civil Procedure;
2. Confirming the appointment of Plaintiffs Gerardo Toro and Usman Lopez Escobar as Class Representatives for settlement purposes;
3. Confirming the appointment of Scott M. Lidman and Milan Moore of Lidman Law, APC and Paul Haines of Haines Law Group, APC, as Class Counsel for settlement purposes;
4. Granting final approval of the Class Action and PAGA Settlement Agreement and Class Notice (hereinafter the “Settlement”);
5. Approving an award of \$166,666.67 in attorneys’ fees to Class Counsel;
6. Approving an award of \$16,245.03 in costs to Class Counsel;
7. Approving an award of \$5,750.00 in costs to Phoenix Settlement Administrators for its settlement administration services;
8. Approving a service award of \$10,000.00 to Plaintiff Gerardo Toro for his services as Class Representative;
9. Approving a service award of \$10,000.00 to Plaintiff Usman Lopez Escobar for his services as Class Representative;
10. Approving an award of \$15,000.00 to the Labor & Workforce Development Agency (“LWDA”); and
11. Entering final judgment in the form of the [Proposed] Order Granting Plaintiffs’ Motion for Final Approval of Class Action Settlement and Final Judgment filed concurrently herewith.

This Motion is made on the following grounds: (1) the Settlement Class continues to meet the requirements for class certification for settlement purposes only under Code of Civil Procedure § 382; (2) Plaintiffs and Class Counsel continue to be adequate representatives of the Settlement Class; (3) the

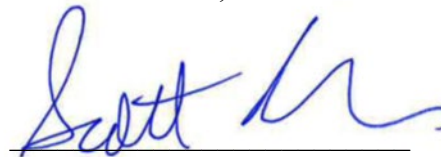
1 Settlement is a fair, adequate, and reasonable compromise of disputed wage and hour claims; (4) the
2 requested awards of attorneys' fees and costs, service awards, LWDA payment, and settlement
3 administration costs are all fair, adequate, and reasonable; and (5) in light of the foregoing, the
4 [Proposed] Order Granting Plaintiffs' Motion for Final Approval of Class Action Settlement and Final
5 Judgment submitted concurrently herewith should be entered so as to give finality to, and allow for
6 disbursements from, the Settlement.

7 This Motion is based on this Notice; the attached Memorandum of Points and Authorities; the
8 supporting declarations of Scott M. Lidman, Milan Moore, Paul K. Haines, Plaintiffs Gerardo Toro and
9 Usman Lopez Escobar¹, Mayra Gonzalez of Phoenix Settlement Administrators, and the exhibits
10 attached thereto; the Settlement; all other pleadings and papers on file in this action; and on any further
11 oral or documentary evidence or argument presented at the time of hearing.

12
13 Dated: March 3, 2025

Respectfully submitted,
LIDMAN LAW, APC

14
15 By:



16 Scott M. Lidman
17 Attorney for Plaintiffs
18 GERARDO TORO
19 USMAN LOPEZ ESCOBAR
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27 ¹ The declaration of Plaintiffs were originally filed with this Court in connection with the Motion for
28 Preliminary Approval. For the convenience of the Court, Plaintiffs have re-filed their declaration with
the instant Motion.

TABLE OF CONTENTS

I.	INTRODUCTION.....	1
II.	FACTUAL AND PROCEDURAL BACKGROUND.....	2
	A. Plaintiff's Claims.....	2
	B. Mediation and Settlement.....	4
	C. Preliminary Approval of Settlement.....	4
III.	SUMMARY OF THE SETTLEMENT AND NOTICE PROCESS.....	5
	A. Settlement Class Definition.....	5
	B. Monetary Terms of the Settlement.....	5
	C. Summary of Notice Process.....	6
	1. Mailing of Notice Packets.....	6
	D. Timing of Payments.....	7
	E. Uncashed Funds.....	7
	F. Notice of Judgment.....	7
IV.	ARGUMENT.....	8
	A. This Court Should Confirm its Conditional Certification of the Settlement Class for Settlement Purposes Because It Meets All of the Requirements for Class Certification Under Code of Civil Procedure § 382.....	8
	B. This Court Should Finally Approve the Settlement Because it is a Fair, Adequate, and Reasonable Compromise of Disputed Wage and Hour Claims.....	8
	1. The Settlement was Reached at Arm's-Length, Through Experienced Counsel and an Experienced Mediator, and Was Based on Sufficient Information to Intelligently Negotiate a Fair Settlement in Light of the Claims Asserted and Risks of Continued Litigation.....	9
	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.....	12
	3. The 100% Participation Rate Further Confirms that the Settlement is Fair, Adequate, and Reasonable.....	12
	C. The Requested Award of Attorneys' Fees is Reasonable as a Percentage of the Common Fund Confirmed by a Lodestar Cross-Check.....	13
	D. The Requested Cost Amount Warrants Final Approval as Fair, Adequate, and Reasonable.....	17
	E. The Court Should Finally Approve the Requested Administration Costs.....	18
	F. This Court Should Finally Approve Plaintiffs' Requested Service Award Because It Is Fair, Adequate, and Reasonable in View of Plaintiffs's Efforts and the Risks that They Assumed on Behalf of the Class.....	19
V.	CONCLUSION.....	20

TABLE OF AUTHORITIES

Federal Cases

<i>Air Lines Stewards, etc., Local 550 v. American Airlines, Inc.,</i> 455 F.2d 101 (7th Cir. 1972)	9
<i>Ashker v. Sayre,</i> 2011 WL 825713 (N.D. Cal. 2011)	18
<i>Cicero v. DirectTV, Inc.,</i> Case No. EDCV 07-1182, 2010 WL 2991486 (C.D. Cal. July 27, 2010)	14
<i>Fleming v. Covidien Inc.,</i> Case No. ED CV10-01487 RGK (OPx), 2011 WL 7563047 (C.D. Cal. 2011)	11
<i>Harris v. Marhoefer,</i> 24 F.3d 16 (9th Cir. 1994)	17
<i>In re Immune Response Securities Litigation,</i> 497 F. Supp. 2d 1166 (S.D. Cal. 2007)	18
<i>In re Rite Aid Corp. Securities Litigation,</i> 396 F.3d 294 (3d Cir. 2005)	13
<i>Rawlings v. Prudential-Bache Properties, Inc.,</i> 9 F.3d 513 (6th Cir. 1993)	13
<i>Schiller v. David's Bridal, Inc.,</i> 2012 WL 2117001 (E.D. Cal. 2012)	16
<i>Sorenson v. PetSmart, Inc.,</i> Case No. 2:06-CV-02674-JAM-DAD (E.D. Cal. Dec. 17, 2008)	16
<i>Trustees of Const. Indust. & Laborers Health & Welfare Trust v. Redland Ins. Co.,</i> 460 F.3d 1253 (9th Cir. 2006)	18
<i>Van Vranken v. Atlantic Richfield Co.,</i> 901 F. Supp. 294 (N.D. Cal. 1995)	19
<i>Vizcaino v. Microsoft Corp.,</i> 290 F.3d 1043 (9th Cir. 2002)	15
<i>Williams v. Centerplate, Inc.,</i> 2013 WL 4525428 (S.D. Cal. 2013)	16
<i>Williams v. Costco Wholesale Corp.,</i> No. 02-cv-2003 IEG (AJB), 2010 WL 2721452 (S.D. Cal. July 7, 2010)	14

State Cases

7-Eleven Owners for Fair Franchising v. Southland Corp., 85 Cal.App.4th 1135 (2000)	12
Bell v. Farmers Ins. Exchange, 115 Cal.App.4th 715 (2004)	19
Brinker Restaurant Corp. v. Superior Court, 53 Cal. 4th 1004 (2012)	10
Chavez v. Netflix, Inc., 162 Cal.App.4th 43 (2008)	14, 15
City of Oakland v. Oakland Raiders, 203 Cal.App.3d 78 (1988)	15
Coalition for L. County Planning etc. Interest v. Bd. of Supervisors, 76 Cal.App.3d 241 (1977)	15
Cochran v. Schwan's Home Service, Inc., 228 Cal.App.4th 1137 (2014)	3
Consumer Privacy Cases, 175 Cal.App.4th 545 (2009)	15
Dunk v. Ford Motor Co., 48 Cal.App.4th 1794 (1996)	9, 12
Kao v. Joy Holiday, 12 Cal.App.5th 947 (2017)	11
Ketchum v. Moses, 24 Cal.4th 1122 (2001)	14
Laffitte v. Robert Half Int'l, Inc. 1 Cal.5th 480 (2016)	13, 14, 15
Malibu Outrigger Bd. of Governors v. Superior Court, 103 Cal.App.3d 573 (1980)	8
Mallick v. Superior Court, 89 Cal.App.3d 434 (1979)	9
Maria P. v. Riles, 43 Cal.3d 1281 (1987)	13
Richmond v. Dart Industries, Inc., 29 Cal.3d 462 (1981)	8
Serrano v. Priest, 20 Cal.3d 25 (1977)	13, 14

1	<i>Serrano v. Unruh</i> , 32 Cal.3d 621 (1982)	13
2	<i>Stambaugh v. Superior Court</i> , 62 Cal.App.3d 231 (1976)	8
3		
4	<i>Thayer v. Wells Fargo Bank</i> , 92 Cal.App.4th 819 (2001)	14
5	<i>Thurman v. Bayshore Transit Mgmt., Inc.</i> , 203 Cal.App.4th 1112 (2012)	11
6		
7	<i>Wershba v. Apple Computer, Inc.</i> , 91 Cal.App.4th 224 (2001)	9, 13
8	<i>Westside Community for Independent Living, Inc. v. Obledo</i> , 33 Cal.3d 348 (1983)	13
9		

State Statutes and Rules

10	Cal. Code Civ. Proc. § 382	1, 8
11		
12	Cal. Code Civ. Proc. § 1542	20
13	Cal. Lab. Code § 203.....	3
14	Cal. Lab. Code § 218.5.....	13
15	Cal. Lab. Code § 226	3
16	Cal. Lab. Code § 226(e).....	11, 13
17	Cal. Lab. Code § 2699(e)(2)	11
18	Cal. Lab. Code § 2699(g).....	13
19	Cal. Lab. Code § 2699.3 (a).....	2
20	Cal. Lab. Code § 2802	3

Regulations

21		
22	8 Cal. Code Regs. § 13520.....	11
23		
24		
25		
26		
27		
28		

1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. INTRODUCTION**

3 Plaintiffs Gerardo Toro and Usman Lopez Escobar (“Plaintiffs”) submit this memorandum of
4 points and authorities in support of their motion for final approval of the class action settlement (the
5 “Settlement”) with Defendants L.A. Properties Heffesse LLC and Joseph Heffesse (hereinafter
6 “Defendants”) on behalf of the Settlement Class defined as: “All individuals whom Defendant L.A.
7 Properties Heffesse LLC and/or Joseph Heffesse employed in the positions of maintenance, handyman,
8 administrative, and/or all individuals who assist in business operations and who worked for Defendants
9 in California at any time during the Class Period. Class Period shall mean the time period between
10 October 6, 2019 through November 18, 2024.”

11 In this non-reversionary Settlement, all participating Settlement Class members will receive
12 **automatic** payments without the need to submit a claim form, resulting in an average settlement payment
13 of approximately \$5,537.50 to each participating Settlement Class member. This is a favorable resolution
14 of the highly disputed wage and hour claims in this case and the significant litigation risks that Plaintiffs
15 faced.

16 Since this Court granted preliminary approval on November 18, 2024, nothing has changed to
17 impact the propriety, fairness, adequacy and reasonableness of the Settlement. In addition, after receiving
18 notice of the Settlement and of their projected Settlement payments, 0 of the 49 Settlement Class members
19 have opted out of the Settlement and not a single Settlement Class member filed an objection to any
20 portion of the Settlement.

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

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

4 **II. FACTUAL AND PROCEDURAL BACKGROUND**

5 On October 6, 2023, Plaintiff Gerardo Toro commenced an action by filing a Complaint against
6 Defendant L.A. Properties Heffesse LLC alleging individual causes of action against Defendant for: (i)
7 failure to pay all overtime wages owed; (ii) failure to pay all minimum wages owed; (iii) failure to provide
8 meal periods; (iv) failure to authorize and permit all rest periods; (v) unlawful deductions from wages;
9 (vi) failure to provide accurate, itemized wage statements; (vii) failure to timely pay all wages upon
10 separation of employment; (viii) failure to reimburse necessary business expenses; and (ix) unfair
11 competition. *See* Declaration of Scott M. Lidman (“Lidman Decl.”), ¶ 10. On October 27, 2023, Plaintiffs
12 commenced this Action by filing a class action Complaint against Defendant L.A. Properties Heffesse
13 LLC alleging class-wide causes of action against Defendant L.A. Properties Heffesse LLC for: (i) failure
14 to pay all overtime wages owed; (ii) failure to pay all minimum wages owed; (iii) failure to provide meal
15 periods; (iv) failure to authorize and permit all rest periods; (v) unlawful deductions from wages; (vi)
16 failure to provide accurate, itemized wage statements; (vii) failure to timely pay all wages upon separation
17 of employment; (viii) failure to reimburse necessary business expenses; and (ix) unfair competition.

18 On October 31, 2023, the Court, at Plaintiff Gerardo Toro’s request, dismissed his individual
19 lawsuit without prejudice. Pursuant to Labor Code section 2699.3, subd.(a), on October 30, 2023,
20 Plaintiffs gave timely written notice to Defendant L.A. Properties Heffesse LLC and the LWDA by
21 sending the PAGA Notice. *Id.* On January 4, 2024, Plaintiffs filed a First Amended Complaint in the
22 Action which added a claim for civil penalties under the PAGA. *Id.* 2.8. On May 22, 2024, Plaintiffs
23 filed a DOE Amendment in the Action substituting Joseph Heffesse, as an individual, in as a named
24 defendant in place of DOE 1.

25 **A. Plaintiffs’ Claims**

26 As explained in detail in the Motion for Preliminary Approval, Plaintiffs’ primary theories of
27 liability are related to Defendants’ alleged failure to pay Settlement Class members for all time worked
28 and its alleged failure provide Settlement Class members all legally compliant duty-free meal and rest

1 periods. Lidman Decl., ¶¶ 17-28. Specifically, Plaintiffs allege that Defendants failed to properly
2 compensate their employees for all time worked. Lidman Decl., ¶ 17. Plaintiffs allege that as a result of
3 Defendants' misclassification as exempt, Plaintiffs and the other Settlement Class Members were not paid
4 for their overtime hours worked. *Id.* Defendants paid Plaintiffs and the other Settlement Class Members
5 a flat salary which was not based on the number of hours actually worked. *Id.*

6 Plaintiffs allege that as a result of the work demands imposed by Defendants, the Settlement Class
7 Members were not provided a full uninterrupted 30-minute meal period before the end of the fifth hour
8 of work. Lidman Decl., ¶ 19. Additionally, Defendants did not require Settlement Class Members to
9 track the start and stop time of meal periods when they remained on the work premises. *Id.*

10 Plaintiffs allege that as a result of the work demands imposed by Defendants, Settlement Class
11 Members were not authorized and permitted to take duty-free net 10-minute rest periods. Lidman Decl.,
12 ¶ 21. Specifically, Plaintiffs allege that employees experienced at least one rest period violation on every
13 shift in excess of 3.5 hours given the work demands. *Id.*

14 Plaintiffs further alleges that Defendants issued inaccurate wage statements in violation of Labor
15 Code section 226 as a result of the alleged unpaid overtime wages, and meal and rest period premium
16 wages described above. Lidman Decl., ¶ 23.

17 Plaintiffs allege that Defendants failed to reimburse Settlement Class members for necessary
18 business expenditures, including the use of their personal cellular phones for work activities and drive
19 their personal cars, as required under Labor Code section 2802 and by *Cochran v. Schwan's Home*
20 *Service, Inc.* (2014) 228 Cal.App.4th 1137. Lidman Decl., ¶ 25. Plaintiffs contend that Defendants
21 required them to use their personal cellular phones and/or vehicles for work-related purposes but
22 Defendants did not reimburse the putative class members for the cell phones and/or the data usage and/or
23 cars. *Id.*

24 Plaintiffs alleges that Defendants are also liable for waiting time penalties under Labor Code
25 section 203 as a result of its failure to pay all overtime wages upon separation of employment. Lidman
26 Decl., ¶ 27. There are approximately 19 Class Members who have separated their employment during
27 the relevant time period. *Id.*

1 Plaintiffs also seek civil penalties under the PAGA as a result of the foregoing alleged Labor Code
2 violations. Lidman Decl., ¶ 29.

3 As explained *infra* and in Plaintiffs' Motion for Preliminary Approval, Defendants deny Plaintiffs'
4 claims, maintains that they have consistently compensated Settlement Class Members in accordance with
5 all applicable laws, and assert several affirmative defenses, both on the merits and with respect to class
6 certification.

7 **B. Mediation and Settlement**

8 Prior to mediation, Defendants took the depositions of Plaintiffs. Additionally, Defendants
9 produced the payroll data for the entire putative class as well as other relevant documents and information
10 relevant to the claims alleged. Lidman Decl., ¶ 11.

11 In addition to the representative sampling, Defendants produced key data points. Specifically,
12 Plaintiffs were provided with the following:

- 13 • Plaintiffs' personnel files and payroll documents;
- 14 • Key data points, including total number of employees, workweeks, and pay periods during the
15 relevant time period;
- 16 • Exemplars of the wage statements provided during the relevant time period.

17 *Id.*

18 This information coupled with the data for the entire putative class, aided in Plaintiffs' creation of
19 a class-wide exposure model for all the claims at issue, including unpaid wages and penalties potentially
20 owed for alleged overtime wages, and meal and rest and unpaid wages violations. Ultimately, this
21 discovery allowed the parties to assess the merits and value of Plaintiffs' claims and Defendants' defenses
22 thereto.

23 On May 21, 2024, a mediation was held with Steven G. Mehta, a well-respected wage and hour
24 class action mediator. Lidman Decl., ¶ 12. During mediation, the parties vigorously debated their
25 opposing legal positions, the likelihood of certification of Plaintiffs' claims, and the legal basis for the
26 claims and defenses. *Id.* Ultimately, the Parties agreed on a class-wide resolution. *Id.*

27 **C. Preliminary Approval of Settlement**

28 Plaintiffs filed the Settlement to the Court with their Motion for Preliminary Approval on
September 4, 2024. Lidman Decl., ¶ 13. On September 4, 2024, Plaintiffs also submitted the Settlement

1 to the LWDA. Lidman Decl., ¶ 41, Exh. D.

2 Subsequently on November 18, 2024, the Court granted preliminary approval of the class action
3 settlement, approving the Settlement. Lidman Decl., ¶ 13, Exh. A (Order Granting Preliminary
4 Approval). Plaintiffs submitted to the LWDA the Order Granting Preliminary Approval on November
5 18, 2024. Lidman Decl., ¶ 42, Exh. E.

6 On December 23, 2024, the Court-approved Class Notice was sent to 49 Settlement Class
7 members. The Settlement Class members had until February 21, 2025 to submit disputes, objections,
8 and/or requests for exclusion. *See* Declaration of Mayra Gonzalez of Phoenix Settlement Administrators
9 (“Gonzalez Decl.”), ¶ 8. As of the date of this filing, there have been **no objections, no disputes** and **no**
10 **opt-outs**. *Id.*, ¶¶ 8-10. Plaintiff now respectfully submits the Settlement for this Court’s final approval.

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

12 **A. Settlement Class Definition**

13 The Settlement Class approved at the preliminary approval stage encompassed “All individuals
14 whom Defendant L.A. Properties Heffesse LLC and/or Joseph Heffesse employed in the positions of
15 maintenance, handyman, administrative, and/or all individuals who assist in business operations and who
16 worked for Defendants in California at any time during the Class Period. Class Period shall mean the
17 time period between October 6, 2019 through November 18, 2024.”

18 As of the date of Preliminary Approval on November 18, 2024, the total number of workweeks at
19 issue in the Settlement was 6,366. Gonzalez Decl., ¶ 3. The escalator clause was not triggered.

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

21 The Settlement requires to pay a Gross Settlement Amount (“GSA”) of \$500,000.00. Gonzalez
22 Decl., ¶ 12. The Net Settlement Amount (“NSA”) is the amount remaining from the GSA after deducting
23 requested attorneys’ fees (\$166,666.67) and verified costs (\$16,245.03), proposed Class Representative
24 Service Awards to Plaintiffs (\$20,000.00 or \$10,000 each), Settlement Administration costs (\$5,750.00),
25 and PAGA payment to the LWDA (\$15,000.00). Based on these requested amounts, the NSA is
26 calculated to be approximately \$276,338.30. Gonzalez Decl., ¶ 12; Lidman Decl., ¶ 32, Exh. B.

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

1 An Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total
2 number of Workweeks worked by all Participating Class Members during the Class Period, and (b)
3 multiplying the result by the total Workweeks worked by each Participating Class Member during the
4 Class Period. Settlement, ¶ 3.2.4.

5 The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of
6 the Aggrieved Employees' 25% share of PAGA Penalties (\$5,000.00) by the total number of PAGA Pay
7 Periods worked by all Aggrieved Employees, and (b) multiplying the result by the total PAGA Pay
8 Periods worked by each Aggrieved Employee. Each Aggrieved Employee assumes full responsibility and
9 liability for any taxes owed on his or her Individual PAGA Payment. Settlement, ¶ 3.2.7.1.

10 The Parties agreed that 90% of each Participating Class Member's Individual Class Payment will
11 be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax
12 withholding and will be reported on IRS Form W-2. The remaining 10% of each Participating Class
13 Member's Individual Class Payment will be allocated to settlement of claims for interest and penalties
14 (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be
15 reported on IRS Forms 1099. Settlement, ¶ 3.2.5.

16 **C. Summary of Notice Process**

17 **1. *Mailing of Notice Packets***

18 On December 6, 2024, Defendants provided Phoenix Settlement Administrators ("PSA") with the
19 names, last known addresses, phone numbers, social security numbers, and dates of employment (or
20 information allowing the Settlement Administrator to calculate the total workweeks worked by each
21 Settlement Class Member) of each Settlement Class member employed during the Class Period and
22 PAGA Period. Gomez Decl., ¶ 3. After performing address updates and verifications, PSA mailed the
23 Class Notice to the 49 Settlement Class members on December 23, 2024. *Id.*, ¶¶ 4-5. Following the
24 initial mailing, 0 Class Notices were returned to PSA as undeliverable. *Id.*, ¶ 6. As a result of a skip
25 trace, forwarding address provided by the Post Office, or re-mail requests from Counsel or Class
26 Members, 0 Class Notices were re-mailed. *Id.*, ¶ 6. As of the date of filing this final approval motion, 0
27 Class Notices remain undeliverable with no forwarding address, and where no new address could be
28 located through skip trace. *Id.*, ¶ 7.

1 Settlement Class members had until February 21, 2025 to submit objections, requests for
2 exclusion, or disputes. Gonzalez Decl., ¶ 8.

3 As of the date of this filing, there were no objections, no disputes, and none of the 49 Settlement
4 Class member has elected to opt-out of the Settlement. *Id.*, ¶¶ 8-10. Accordingly, as of the date of this
5 Motion, the participation rate amongst the Settlement Class members is 100% and the average estimated
6 payment is \$5,537.50, with the highest estimated payment to a Settlement Class member being
7 \$11,849.21. *Id.*, ¶¶ 11-19.

8 **D. Timing of Payments**

9 Defendants shall fully fund the Gross Settlement Amount, and also fund the amounts necessary
10 to fully pay Defendants' share of payroll taxes by transmitting the funds to the Administrator no later
11 than thirty (30) days after the Effective Date.² See Settlement, ¶ 4.3.

12 **E. Uncashed Funds**

13 Each member of the Settlement Class who receives a Settlement Award must cash the check(s)
14 within 180 days from the date the Settlement Administrator mails it/them. Any funds payable to
15 Settlement Class members whose checks were not cashed within 180 days after mailing will escheat to
16 the California Secretary of State- Unclaimed Property Fund under the unclaimed property laws in the
17 name of the Settlement Class member. Lidman Decl., ¶ 31.

18 **F. Notice of Judgment**

19 As stated in the Notice mailed to Settlement Class members, the final judgment entered by the
20 Court will be posted by the Settlement administrator on the Settlement Administrator's website at toro-v-la-properties-heffesse.phoenixcases.com. See Gonzalez Decl., Exh. A.

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26 ² "Effective Date" means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order
27 Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following
28 occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; or (b) if one or
more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the
Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a
remittitur. Settlement, ¶ 1.18.

1 **IV. ARGUMENT**

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

5 Under Code of Civil Procedure § 382, a class may be certified if: (1) it is ascertainable and its
6 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 Settlement Class meets all the requirements for class certification
12 for settlement purposes when it granted preliminary approval of the Settlement on November 18, 2024.
13 *See* Lidman Decl., ¶ 13; Exh. A. Subsequent to the Court's order granting preliminary approval, no events
14 have cast doubt on the propriety of this determination and, in fact, the reaction of the Settlement Class
15 members thus far to the Settlement has been strongly in support of the Settlement, with no Settlement
16 Class members objecting to any portion of the Settlement and no Settlement Class member elected to opt-
17 out of the Settlement. *See* Gonzalez Decl., ¶¶ 8-10. This Court should therefore confirm its conditional
18 certification of the Settlement Class.

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

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

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

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

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 and give due regard to “what is otherwise a private consensual agreement between the
21 parties.” *Id.*

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

1 (7th Cir. 1972)).

2 Here, the Settlement resulted from extensive arm's length settlement negotiations between
3 qualified and experienced counsel, with the assistance of a well-respected mediator, and is fair, adequate,
4 and reasonable for all Settlement Class members. While Plaintiffs maintains that their claims are
5 meritorious, Plaintiffs acknowledge that their position includes substantial risks and uncertainty, which
6 justifies a downward departure from the maximum exposure that Plaintiffs' calculated each claim carried.

7 As detailed in Plaintiffs' Motion for Preliminary Approval, there is significant risk of non-
8 certification and/or not prevailing on the merits with respect to each of Plaintiffs' claims. For example,
9 with respect to Plaintiffs' claim that Defendants failed to pay for all hours worked, Defendants contend
10 that they compensated Settlement Class members for all of their time worked. Lidman Decl., ¶ 18.
11 Specifically, Defendants contend that they properly classified Settlement Class Members as exempt and
12 therefore did not have to pay overtime wages. *Id.* Defendants further assert that Plaintiffs would be
13 unable to certify this class given the individualized inquiries that would be required, including without
14 limitation how many hours each Settlement Class Member was working, which would be difficult because
15 contemporaneous timekeeping records were not maintained. *Id.*

16 As for Plaintiffs' meal period claim, Defendants counter that they have always maintained a lawful
17 meal period policy and provided employees with an opportunity to take legally compliant meal periods,
18 and any non-compliant meal periods were solely the result of employee choice, rather than any policy or
19 practice of Defendants. Lidman Decl., ¶ 20. Further, Defendants point out that under *Brinker Restaurant*
20 *Corp. v. Superior Court* (2012) 53 Cal. 4th 1004, it is only required to "provide" the opportunity to take
21 meal periods, not "ensure" meal periods are taken, and that they have always done so. *Brinker, supra*, 53
22 Cal.4th at 1038 (rejecting "ensure" standard). Finally, Defendants contend Plaintiffs' meal period claim
23 is not suited for class certification, since individual inquiries would be required to assess which employees
24 took non-compliant meal periods, how many meal periods were non-compliant or missed, and the reasons
25 why a particular employee took a non-compliant meal period or missed a meal period during a particular
26 shift. *Id.*

27 As for Plaintiffs' rest period claim, Defendants contend that their policies and procedures
28 authorized and permitted Settlement Class Members to take all off-duty rest periods in compliance with

1 California law. Lidman Decl., ¶ 22. Defendants also argue that Plaintiffs’ rest period claim is inherently
2 unsuited for class treatment as it requires an individualized inquiry into whether each Settlement Class
3 Member was in fact authorized and permitted to take a compliant rest period, which would evolve into
4 an unmanageable series of mini-trials. *Id.*

5 As for Plaintiffs’ wage statement claim, Defendants argue that their alleged wage statement
6 violations could not be shown to be “knowing and intentional,” and that Plaintiffs cannot show that they
7 or any other employee “suffer[ed] injury” as a result of the alleged wage statement violations, as required
8 by Lab. Code § 226(e) for imposition of penalties. Lidman Decl., ¶ 24.

9 As for Plaintiffs’ reimbursement claim, Defendants argue that any expenses incurred were
10 minimal given the affordability of cellular usage plans and Settlement Class members did not have to
11 travel between sites each shift. Lidman Decl., ¶ 26. Defendants also argue that this claim is not suitable
12 for class treatment because it would require individualized determinations as to whether each employee
13 used a personal cellular phone and how often. Additionally, individual determinations is required to
14 determine miles driven for work purposes. *Id.*

15 As for Plaintiffs’ waiting time penalties claim, Defendants assert they have strong defenses to the
16 waiting time claim because there exist good-faith disputes as to Plaintiffs’ underlying claims, precluding
17 imposition of penalties. Lidman Decl., ¶ 28. *See also* 8 Cal. Code Regs. § 13520 (a “good faith dispute
18 that any wages are due will preclude imposition of waiting time penalties”); *Kao v. Joy Holiday*, 12
19 Cal.App.5th 947, 963 (2017) (holding that “good faith dispute” over whether employee was exempt
20 precluded imposition of waiting time penalties over contested wages owed).

21 As for Plaintiffs’ PAGA claim, Defendants argue that Plaintiffs’ PAGA claim will fail for the
22 same reasons that their underlying claims will fail. Lidman Decl., ¶ 30. (“Because the underlying causes
23 of action fail, the derivative UCL and PAGA claims also fail.”). Defendants also maintain that, given
24 their good faith defenses, this Court would exercise its discretion to substantially reduce any PAGA
25 penalties if it were to find Defendants liable for any of Plaintiffs’ claims. *See* Lab. Code § 2699(e)(2);
26 *Thurman v. Bayshore Transit Mgmt., Inc.* (2012) 203 Cal.App.4th 1112, 1135 (affirming reduction of
27 PAGA penalties); *Fleming v. Covidien Inc.* (C.D. Cal. 2011) Case No. ED CV10-01487 RGK (OPx),
28 2011 WL 7563047, at *4 (reducing PAGA penalties from \$2.8 million to \$500,000).

1 These considerations, not only bore heavily on the negotiations leading to the Settlement, but also
2 confirm that the Settlement is fair, adequate, and reasonable compromise in view of the risks of further
3 litigation. As detailed in Plaintiffs’ Motion for Preliminary Approval, Plaintiffs carefully vetted the
4 claims at issue and conducted a detailed statistical analysis of class-wide data to arrive at the calculated
5 damages figures. Thus, while these risks are far from exhaustive, they demonstrate that the Settlement is
6 fair, adequate, and reasonable in view of them.

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

10 Individual settlement payments will be calculated based on the number of workweeks worked by
11 each Settlement Class member. See Settlement ¶ 5.B. This method of distribution compensates
12 Settlement Class members based on the estimated extent of their injuries, as Settlement Class members
13 who worked more workweeks, would have been subject to more of the alleged wage and hour violations
14 than those who worked fewer shifts. Thus, the formula for compensating Settlement Class members is
15 fair, adequate, and reasonable, as it is tethered to the damages and penalties that could be recovered by
16 them.

17 ***3. The 100% Participation Rate Further Confirms that the Settlement is Fair,***
18 ***Adequate, and Reasonable***

19 Class members’ response to a settlement is relevant in evaluating whether it merits final approval.
20 *Dunk, supra*, 48 Cal.App.4th at 1801. The lack of objections and requests for exclusion supports a
21 fairness presumption. See *7-Eleven Owners for Fair Franchising v. Southland Corp.* (2000) 85
22 Cal.App.4th 1135, 1152-53 (finding 9 objections and 80 opt-outs from a class of 5,454 showed a
23 “particularly impressive” favorable response from class members). Here, as of the filing of this Motion,
24 not a single Settlement Class member has objected to the Settlement, no Settlement Class member has
25 elected to opt-out, and none of the 49 Class Notices were returned undeliverable. Gonzalez Decl., ¶¶ 12-
26 17. The extremely favorable response of the Settlement Class further confirms that the Settlement is fair,
27 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**

Plaintiffs 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). 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

1 in common fund cases because it allows courts to award fees from the fund ‘in a manner that rewards
2 counsel for success and penalizes it for failure.’”) (citation omitted).

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

11 Here, Class Counsel’s fee request of \$166,666.67 (one-third of the Gross Settlement Amount) is
12 fair and reasonable based on a percentage of the recovery confirmed with a lodestar cross-check. First,
13 “regardless whether the percentage method or the lodestar method is used, fee awards in class actions
14 average around one-third of the recovery.” *Chavez v. Netflix, Inc.*, 162 Cal.App.4th 43, 66, n.11 (2008);
15 *see also, e.g., Cicero v. DirectTV, Inc.*, No. EDCV 07-1182, 2010 WL 2991486 at * 7 (C.D. Cal. July 27,
16 2010) (observing that “30-50% [is] commonly awarded in cases in which the common fund is relatively
17 small” and that in California, “courts usually award attorneys’ fees in the 30-40% range in wage and hour
18 class actions...”); *Williams v. Costco Wholesale Corp.*, No. 02-cv-2003 IEG (AJB), 2010 WL 2721452
19 at * 6 (S.D. Cal. July 7, 2010) (collecting cases where courts awarded between 33.33% and 40% in
20 attorneys’ fees in wage and hour class actions). This is also consistent with Class Counsel’s experience
21 in similar wage and hour class action matters. *See* Lidman Decl., ¶ 36-37. Thus, the percentage sought
22 by Class Counsel here (the same percentage sought by class counsel in *Laffitte*) is reasonable.

23 Next, as stated, under the lodestar method the court computes the “lodestar” amount by
24 multiplying the number of hours reasonably expended by each attorney or legal staff member by their
25 reasonable hourly rates. *See, e.g., Serrano v. Priest* 20 Cal.3d 25, 48 (1977). The court then can enhance
26 this lodestar figure by a “multiplier” to account for a range of factors, such as the novelty and difficulty
27 of the case, its contingent nature, and the degree of success achieved. *Id.* at 49; *Ketchum v. Moses*, 24
28 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, supra*, 1 Cal.5th at 503-05.

In this case, Class Counsel have a lodestar of \$168,367.50 which is 1.01 times more than the \$166,666.67 fee request. Lidman Decl., ¶ 35. A 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. *Id.*, at ¶ 36, Exh. C.

Name	Rate	Hours	Pre-Multiplier Lodestar
Scott M. Lidman (24th Year Attorney)	\$900	88.1	\$79,290
Paul K. Haines (15th Year Attorney)	\$800	25.4	\$20,320
Milan Moore (6th Year Attorney)	\$650	100.8	\$65,520
Paralegals	\$175	18.5	\$3,237.50
Total Lodestar			\$168,367.50

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.*

1 *Microsoft Corp.*, 290 F.3d 1043, 1048-51 (9th Cir. 2002) (finding that exceptional results in a contingency
2 case, significant risk and the absence of supporting precedents, are proper considerations in awarding
3 attorneys' fees). First, Class Counsel negotiated a substantial recovery for the Settlement Class, resulting
4 in a current participation rate of 100%, and not a single Settlement Class member has objected to the
5 Settlement or to Class Counsel's requested fees as of the date of this filing. *See* Gonzalez Decl., ¶¶ 8-10.
6 Additionally, the *average* settlement payment in this case of approximately \$5,537.50 is in line with, and
7 above, settlement payments in similar wage and hour class action settlements. *See, e.g., Sorenson v.*
8 *PetSmart, Inc.*, Case No. 2:06-CV-02674-JAM-DAD (E.D. Cal. 2008) (wage and hour class action
9 settlement approved where average class member recovery was approximately \$60); *Schiller v. David's*
10 *Bridal, Inc.*, No. 1:10-cv-00616-AWI-SKO, 2012 WL 2117001, at *17 (E.D. Cal. 2012) (finding that
11 average payment to class members of less than \$200 was a "good" result); *Williams v. Centerplate, Inc.*,
12 Nos. 11-CV-2159-H-KSC, 12-CV-0008-H-KSC, 2013 WL 4525428, at *4 (S.D. Cal. 2013) (granting
13 final approval of class action settlement where average recovery for each class member was
14 approximately \$108). The fact that Class Counsel achieved these results without engaging in a protracted
15 legal battle, in the face of serious defense challenges and an uncertain legal landscape confirms the
16 strength of the results achieved.

17 As discussed above, this case presented significant risk as to both class certification and merits
18 considerations. Accordingly, it is fair and reasonable to account for these risks in compensating Class
19 Counsel. Class Counsel should also be compensated for the risks involved in undertaking this litigation
20 and expending considerable effort, all while working on a pure contingency basis. Since undertaking
21 representation of Plaintiffs, Class Counsel have borne all the costs of litigation without receiving any
22 compensation for approximately two years of work. Lidman Decl., ¶ 30. During this time, Class Counsel
23 have expended \$15,795.03, in actual costs, have devoted substantial time to this litigation and expect to
24 incur approximately \$450.00 in future costs for filing the instant motion, filing the final declaration
25 regarding distribution of settlement, Case Anywhere fees, service and messenger fees, postage fees,
26 and/or costs for future appearances. Lidman Decl., ¶ 33, Exh. B. Class Counsel's efforts have included
27 conducting pre-filing investigation, analyzing Plaintiffs' claims, conducting legal research, reviewing
28 documents and policies, analyzing timekeeping data and payroll records, preparing for and defending

depositions of Plaintiffs, creating a comprehensive damages model, preparing for and attending mediation, negotiating and preparing the long-form settlement agreement, preparing the Motions for Preliminary and Final Approval, overseeing the settlement administration process, and otherwise litigating this case. *See* Lidman Decl., ¶ 32. Given the considerable potential for adverse outcomes in this case, including, but not limited to losing on class certification and/or merits issues., the contingent risk borne by Class Counsel was great. Lidman Decl., ¶ 29.

Class Counsel’s previous experience in litigating wage and hour class actions also supports the reasonableness of the fee request. Class Counsel are well-versed in plaintiff and defense-side wage and hour class action litigation, with substantial experience litigating claims for meal and rest period violations, and related penalties. *See* Lidman 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., ¶ 33. 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 Class 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 Defendants’ obligation to “provide” meal periods and “authorize and permit” rest periods, and the propriety of statutory penalties, to name just a few. Lidman Decl., ¶¶ 17-30. 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 reimbursement of \$16,245.03 (including anticipatory fees and expenses related to the instant motion and other future activity in this case) in litigation costs. Class Counsel’s request is fair, adequate, and reasonable, as all of these costs are documented and reasonably incurred.

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

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

14 Plaintiffs also request that the Court approve \$5,750.00 in administration costs to the Settlement
15 Administrator, Phoenix Settlement Administrators (“PSA”). As detailed in the declaration of Mayra
16 Gonzalez on Behalf of PSA submitted herewith, PSA performed duties in connection with this Settlement
17 that were integral in effectuating the Settlement and the Notice process. Among other things, PSA
18 calculated each Settlement Class member’s individual settlement payment, updated addresses contained
19 in the class data supplied by Defendants, formatted and the Class Notices for mailing, mailed Class
20 Notices to all 49 Settlement Class members in English and Spanish, kept the parties informed of any
21 objections or requests for exclusion, and have otherwise administered the Settlement. See Gonzalez
22 Decl., ¶¶ 2-16.

23 For these reasons, PSA’s requested costs are fair, reasonable, and adequate, and should be finally
24 approved.

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F. This Court Should Finally Approve Plaintiffs’ Requested Service Awards Because They are Fair, Adequate, and Reasonable in View of Plaintiffs’ Efforts and the Risks that They 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).

Here, Plaintiffs seek a service award of \$10,000.00 each, and believe this request is reasonable given Plaintiffs’ efforts in this case and the risks they undertook on behalf of Settlement Class members. Lidman Decl., ¶ 45; Declaration of Gerardo Toro (“Toro Decl.”), ¶ 7; Declaration of Usman Lopez Escobar (“Escobar Decl.”), ¶ 7. Plaintiffs gathered documents for use in the lawsuit, and attended several meetings with Class Counsel discussing the case, the merits, the defenses, and the overall fairness of the settlement reached. *See* Lidman Decl., ¶ 38; Toro Decl., ¶ 8; Escobar Decl., ¶ 8. Additionally, both Plaintiffs prepared for and sat for their individual depositions prior to mediation. Moreover, after receiving notice of the proposed Class Representative Service Awards for Plaintiffs, no Settlement Class member has objected to the proposed award, as of the date of this filing. *See* Gomez Decl., ¶¶ 8-12. Thus, the service awards to Plaintiffs are appropriate and justified as part of the Settlement and should be finally approved. The class has benefited from Plaintiffs’ actions as the average settlement amount is \$5,537.50.

Further, Plaintiffs understood that the lawsuit is a matter of public record and being part of the lawsuit could stigmatize them and/or affect future employment. *See* Lidman Decl., ¶ 38; Toro Decl., ¶ 8; Escobar Decl., ¶ 8. Plaintiffs also understood the risk that they could be liable for Defendants’ costs if they lost the case. *See* Lidman Decl., ¶ 40; Toro Decl., ¶ 8; Escobar Decl., ¶ 8. Plaintiffs accepted these risks and burdens because they wanted Defendants to compensate their current and former employees for unpaid wages. Toro Decl., ¶ 8; Escobar Decl., ¶ 8. Plaintiffs estimate they spent over 15 hours each on activities related to this case. *Id.* at ¶ 8.

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1 Moreover, Plaintiffs have agreed to release, in addition to the released claims included within the
2 Settlement, all claims, whether known or unknown, under federal, state, or local law against Defendants
3 and the Released Parties. Plaintiffs' release includes unknown claims, and that they are, as a result,
4 waiving all rights and benefits afforded by Section 1542 of the California Civil Code.

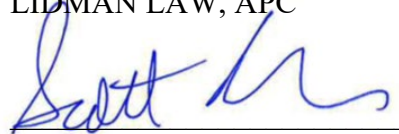
5 **V. CONCLUSION**

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

9
10 Dated: March 3, 2025

Respectfully submitted,
LIDMAN LAW, APC

11
12 By:



13 Scott M. Lidman
14 Attorney for Plaintiffs
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