

LIDMAN LAW, APC
Scott M. Lidman (SBN 199433)
slidman@lidmanlaw.com
Milan Moore (SBN 308095)
mmoore@lidmanlaw.com
Tiara Gose-Hardy (SBN 323823)
tgose@lidmanlaw.com
2155 Campus Drive, Suite 150
El Segundo, California 90245
Tel: (424) 322-4772
Fax: (424) 322-4775

Attorneys for Plaintiff
JOSUE ISRAEL JERONIMO BRAN

[Additional counsel on following page]

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN DIEGO**

STEPHEN ARMAS and JOSUE
ISRAEL JERONIMO BRAN, as individuals
and on behalf of others similarly situated and
the State of California under the Private
Attorneys General Act,

Plaintiffs,

vs.

JJ&S ASBESTOS REMOVAL, INC., and
DOES 1 through 50, inclusive,

Defendants.

Case No. 24CU000405C

*[Assigned for All Purposes to Hon. Blaine K.
Bowman, Dept. C-74]*

**PLAINTIFFS' NOTICE OF MOTION AND
MOTION FOR FINAL APPROVAL OF
CLASS ACTION SETTLEMENT;
MEMORANDUM OF POINTS AND
AUTHORITIES IN SUPPORT THEREOF**

Date: October 2, 2026
Time: 8:30 a.m.
Dept.: C-74

1 **HAINES LAW GROUP, APC**

2 Paul K. Haines (SBN 248226)
3 phaines@haineslawgroup.com
4 2155 Campus Drive, Suite 180
5 El Segundo, California 90245
6 Tel: (424) 292-2350
7 Fax: (424) 292-2355

8 Attorneys for Plaintiff

9 JOSUE ISRAEL JERONIMO BRAN

10 Nicholas J. Ferraro (State Bar No. 306528)

11 Lauren N. Vega (State Bar No. 306525)

12 Andrew T. Katseanes (State Bar No. 351638)

13 Ferraro Vega Employment Lawyers, Inc.

14 3333 Camino del Rio South, Suite 300

15 San Diego, California 92108

16 (619) 693-7727 main / (619) 350-6855 facsimile

17 nick@ferrarovega.com / lauren@ferrarovega.com /

18 andrew@ferrarovega.com

19 Attorneys for Plaintiff

20 STEPHEN ARMAS

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 October 2, 2026 at 8:30 a.m. before the Honorable Blaine K. Bowman in Department C-74 of the Superior Court of California for the County of San Diego, located at the Central Courthouse, 1100 Union Street, San Diego, California, 92101, Plaintiff Stephen Armas and Plaintiff Josue Israel Jeronimo Bran (collectively, “Plaintiffs” or “Class Representatives”) will and hereby do move this Court for:

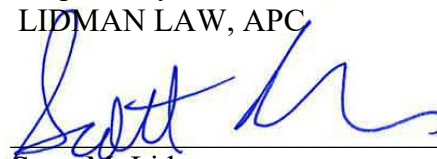
1. Confirmation of the certification of the Settlement Class for settlement purposes under Section 382 of the California Code of Civil Procedure;
2. Confirmation of the appointment of Plaintiffs Stephen Armas and Josue Israel Jeronimo Bran as Class Representatives for settlement purposes;
3. Confirmation of the appointment of Scott M. Lidman, Milan Moore and Tiara Gose-Hardy of Lidman Law, APC; Paul K. Haines of Haines Law Group, APC; and Nicholas Ferraro of Ferraro Vega Employment Lawyers, Inc. as Class Counsel for settlement purposes;
4. The granting of final approval of the Joint Stipulation and Settlement Agreement of Class Action and PAGA Representative Action Claims (“Settlement”);
5. Approval of an award of \$108,500.00 in attorneys’ fees to Class Counsel;
6. Approval of an award of \$21,361.23 in costs to Class Counsel;
7. Approval of an award of \$8,250.00 in costs to Phoenix Settlement Administrators (“Phoenix”) for its settlement administration services;
8. Approval of a service award of \$10,000.00 to Plaintiff Stephen Armas for his services as Class Representative;
9. Approval of a service award of \$10,000.00 to Plaintiff Josue Israel Jeronimo Bran for his services as Class Representative;
10. Approval of an award of \$20,000.00 to the Labor & Workforce Development Agency (“LWDA”) and PAGA Group; and
11. The entering of final judgment in the form of the [Proposed] Order Granting Final Approval of Class Action and PAGA Settlement and Entering Judgment filed concurrently herewith.

1 This Motion is based on this notice of motion, the attached memorandum of points and authorities
2 attached hereto, the declarations of Scott M. Lidman, Paul K. Haines, Milan Moore, Tiara Gose-Hardy,
3 Conor Gomez, Plaintiffs Stephen Armas and Josue Israel Jeronimo Bran, Lluvia Islas of Phoenix
4 Settlement Administrators, and the exhibits attached thereto, the pleadings and other papers filed in this
5 action, and on any further oral or documentary evidence or argument presented at the time of hearing.

6
7 Dated: September 9, 2026

Respectfully submitted,
LIDMAN LAW, APC

8
9 By:


Scott M. Lidman

10
11 Attorney for Plaintiff
JOSUE ISRAEL JERONIMO BRAN
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1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. INTRODUCTION**

3 Plaintiff Stephen Armas and Plaintiff Josue Israel Jeronimo Bran (collectively, “Plaintiffs”)
4 submit this memorandum of points and authorities in support of their motion for final approval of the
5 class action settlement with Defendant JJ&S Asbestos Removal, Inc. (“Defendant”). The Settlement Class
6 is defined as: “all current and former non-exempt employees of who worked in California during the
7 Class Period.” The Class Period is July 10, 2020 through March 4, 2026.

8 In this non-reversionary Settlement, the average settlement payment to each Class Member is
9 approximately **\$363.33**. This is a favorable resolution of the highly disputed wage and hour claims in
10 this case and the significant litigation risks that Plaintiffs faced. Since this Court granted preliminary
11 approval on May 15, 2026, nothing has changed to impact the propriety, fairness, adequacy and
12 reasonableness of the Settlement. In addition, after receiving notice of the Settlement and of their
13 projected Settlement payments, zero Class Members have opted-out and no Class Member has submitted
14 a written objection to the Settlement.

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

24 **II. FACTUAL AND PROCEDURAL BACKGROUND**

25 On July 10, 2024, Plaintiff Armas filed a putative class action complaint against Defendant in
26 San Diego County Superior Court (“*Armas* Action”). Earlier, on June 25, 2024, Plaintiff Armas
27 submitted a letter to the California Labor & Workforce Development Agency (“LWDA”) and Defendant
28

1 advising of his intention of filing a PAGA claim based on the Labor Code violations to be alleged in his
2 complaint. Declaration of Nicholas J. Ferraro In Support of Plaintiffs’ Motion for Preliminary Approval
3 of Class Action Settlement (“Ferraro Decl. ISO PA”), ¶ 6. On September 3, 2024, Plaintiff Armas filed
4 a First Amended Class Action and Representative Action Complaint.

5 On July 30, 2024, Plaintiff Jeronimo Bran filed a putative class action complaint against
6 Defendant in San Diego County Superior Court, case number 30-2024-01415808-CU-OE-CXC
7 (“*Jeronimo Bran* Action”). See Declaration of Scott M. Lidman (“Lidman Decl.”), ¶ 10. On July 30,
8 2024, Plaintiff Jeronimo Bran submitted a letter to the California Labor & Workforce Development
9 Agency (“LWDA”) and Defendant advising of his intention of filing a PAGA claim based on the Labor
10 Code violations alleged in his operative complaint. *Id.* On October 4, 2024, Plaintiff Jeronimo Bran
11 filed a First Amended Class Action and Representative Action Complaint. *Id.*

12 On January 16, 2026, in the *Armas* Action and pursuant to a stipulation and Court order, Plaintiff
13 Armas filed a Second Amended Class and Representative Action Complaint adding Plaintiff Jeronimo
14 Bran as a plaintiff. Lidman Decl., ¶ 11.

15 On February 11, 2026, per Plaintiff Jeronimo Bran’s request, the *Jeronimo Bran* Action was
16 dismissed. Lidman Decl., ¶ 12.

17 As directed by the Court, on April 6, 2026, Plaintiff Armas filed a Third Amended Class and
18 Representative Action adding Plaintiff Jeronimo Bran as a named plaintiff. Lidman Decl., ¶ 13.

19 The primary allegations are that Defendant: (1) failed to pay all overtime wages; (2) failed to pay
20 all minimum wages; (3) engaged in meal period violations; (4) engaged in rest period violations; (5)
21 engaged in paid sick leave violations; (6) untimely paid wages; (7) engaged in wage statement violations;
22 (8) is subject to waiting time penalties; (9) failed to reimburse business expenses; (10) engaged in unfair
23 competition; and (11) is liable for civil penalties under the PAGA. Lidman Decl., ¶ 14.

24 **A. Plaintiffs’ Claims**

25 As explained in detail in the Declaration of Nicholas J. Ferraro in Support of Plaintiffs’ Motion
26 for Preliminary Approval of Class Action Settlement, Plaintiffs’ allegations are that Defendant has
27 violated the California Labor Code by engaging in a uniform practice and procedure, with respect to
28

1 Plaintiffs and the Class Members, of failing to pay all minimum and overtime wages owed, failing to
2 properly pay sick leave pay, failing to provide meal and rest periods and premiums, failing to provide
3 accurate itemized wage statements, failing to reimburse for business expenses, and thereby engaged in
4 unfair business practices in violation of California Business and Professions Code section 17200, *et seq.*
5 and conduct that gives rise to waiting time penalties and penalties pursuant to PAGA. Ferraro Decl. ISO
6 PA, ¶ 22. Plaintiffs contend that they, and the Class Members, are entitled to unpaid wages and
7 premiums, reimbursement, penalties (including and not limited to, penalties pursuant to PAGA), and
8 attorneys' fees and costs. Lidman Decl., ¶ 15.

9 **B. Investigation, Mediation and Settlement**

10 After agreeing to participate in private mediation, Defendant informally produced an 11%
11 sampling of timekeeping and payroll data, Plaintiffs' personnel files, and other data points including the
12 number of class members, workweeks, and pay periods. Lidman Decl., ¶ 16. After a detailed review of
13 the payroll and time records and other information produced by Defendant, Class Counsel drew on their
14 extensive experience in similar cases to assess the strengths and weaknesses of Plaintiffs' case. *Id.* This
15 informal discovery allowed the parties to assess the merits and value of Plaintiffs' claims and Defendant's
16 defenses thereto, if a settlement could not be reached. *Id.*

17 On December 4, 2025, after extensive research and analysis, a full-day mediation was held with
18 Todd Smith, an experienced wage and hour class action mediator. Lidman Decl., ¶ 17. During mediation,
19 the parties vigorously debated their opposing legal positions, the likelihood of certification of Plaintiffs'
20 claims, and the legal basis for the claims and defenses. *Id.* Ultimately, the parties agreed in principle on
21 a class-wide resolution and memorialized it in a MOU. *Id.* In the months that followed, the parties
22 finalized the terms of settlement and executed the Joint Stipulation and Settlement Agreement of Class
23 Action and PAGA Representative Action Claims ("Settlement"). *Id.*

24 **C. Preliminary Approval of Settlement**

25 Plaintiffs submitted the Settlement to the Court with their Motion for Preliminary Approval on
26 April 23, 2026. Lidman Decl., ¶ 18. On May 15, 2026, the Court issued an Order Granting Preliminary
27 Approval of the Settlement. *Id.*; Exh. A.

1 Plaintiffs submitted the Settlement and Court’s Order Granting Preliminary Approval of the
2 Settlement to the LWDA via the LWDA’s website on June 9, 2026. *See* Lidman Decl., ¶ 34; Exh. D.
3 Plaintiffs will also provide the LWDA with a copy of the instant motion for final approval and supporting
4 documents after the instant motion is filed, and will file a proof of service prior to the hearing. Lidman
5 Decl., ¶ 33.

6 On June 30, 2026, the Settlement Administrator mailed the Court-approved Notice of Class and
7 Representative Action Settlement in English and Spanish to the 363 Class Members, who had until
8 August 31, 2026 to submit disputes, objections, and/or requests for exclusion. *See* Declaration of Lluvia
9 Islas of Phoenix Settlement Administrators (“Islas Decl.”), ¶¶ 5, 8-10. As of the date of this filing, there
10 have been **no objections**, **no disputes**, and **no opt-outs** received. *Id.* at ¶¶ 8-10. Plaintiffs now
11 respectfully submit the Settlement for this Court’s final approval.

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

13 **A. Settlement Class Definition**

14 The Settlement Class encompasses “all current and former non-exempt of Defendant who
15 worked in California during the Class Period.” Settlement, ¶ 1.4. The Class Period is July 10, 2020
16 through March 4, 2026. Settlement, ¶ 1.7.

17 The escalator clause was not triggered. Islas Decl., ¶ 12.

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

19 The Settlement provides for Defendant to pay a Total Settlement Amount (“TSA”) of
20 \$310,000.00. Settlement, ¶ 1.42. The Net Settlement Fund is the amount remaining from the TSA after
21 deducting requested attorneys’ fees (\$108,500.00) and verified costs (\$21,361.23), the proposed Class
22 Representative Service Awards to Plaintiffs (\$20,000.00; \$10,000/plaintiff), Settlement Administration
23 costs (\$8,250.00), the PAGA Payment (\$20,000.00). Settlement, ¶ 1.24. Based on these requested
24 amounts, the Net Settlement Amount is calculated to be approximately **\$131,888.77**. Islas Decl., ¶ 13.

25 The Net Settlement Fund shall be allocated to Settlement Class Members who worked during the
26 Class Period. Class Member Payments will be paid from the Net Settlement Fund to Participating Class
27 Members pro rata based on the number of workweeks credited to a Participating Class Member in relation
28

1 to the total number of workweeks credited to all Participating Class Members during the Class Period.
2 Settlement, ¶ 3.3.2.

3 Twenty Thousand Dollars and Zero Cents (\$20,000.00) of the Total Settlement Amount has been
4 designated as the “PAGA Payment” as described above. Settlement, ¶ 1.30. Each PAGA Group Member
5 shall receive a portion of the PAGA Payment proportionate to the number of any periods that he or she
6 worked during the PAGA Period, and which will be calculated by dividing the weeks worked credited to
7 the PAGA Group Member during the PAGA Period by the total number of weeks worked credited to the
8 entire PAGA Group during the PAGA Period. Settlement, ¶ 3.3.3.

9 For purposes of calculating applicable taxes and withholdings, the parties have agreed to allocate
10 each Class Member Payment as follows: seventy percent (70%) as penalties and interest; and thirty percent
11 (30%) as wages. Settlement, ¶ 3.3.7.

12 **C. Summary of Notice Process**

13 ***1. Mailing of Class Notice***

14 On June 16, 2026, Defendant provided Phoenix with data files containing the following
15 information for each Class Member during the Class Period: full name, employee ID while employed
16 with Defendant, dates of employment during which he or she worked as a non-exempt employee for
17 Defendant, last known home address and last known telephone number to the extent available to
18 Defendant, and Social Security number (“Class List”). Islas Decl., ¶ 3. After performing address updates
19 and verifications, Phoenix mailed the Class Notice to the 363 Class Members on June 30, 2026 in English
20 and Spanish. *Id.* at ¶ 5. Following the initial mailing, 140 Class Notices were returned to Phoenix by
21 the Post Office, 140 Class Members’ addresses were traced, and 83 Class Notices remain undeliverable
22 because an updated address could be obtained via Skip Trace. *Id.* at ¶¶ 6-7.

23 The deadline for Settlement Class Members to submit objections, requests for exclusion, or
24 disputes was August 31, 2026. Islas Decl., ¶¶ 8-10. As of the date of this filing, there were no objections,
25 no disputes, and no opt-outs. *Id.* Accordingly, as of the date of this Motion, the participation rate
26 amongst the Class Members is 100% and the average estimated payment is \$363.33, with the highest
27 estimated payment to a Class Member being \$2,986.77, the lowest estimated payment to a Class Member
28 being \$10.71. *Id.* at ¶ 13.

1 **D. Timing of Payments**

2 Defendant shall fund the Total Settlement Payment (plus any employer-side taxes applicable only
3 to that portion of the Net Settlement Fund designated as “wages”) within thirty (30) days of the parties’
4 approval of the Settlement Administrator’s final distribution calculations. Settlement, ¶ 8.1.

5 Funds remaining unclaimed after 180 days will be distributed to the State of California,
6 Unclaimed Property Division in the name of the Settlement Class Member. Settlement, ¶¶ 9.2-9.3.

7 **IV. ARGUMENT**

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

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

17 Here, this Court found that the Class meets all the requirements for class certification for
18 settlement purposes when it granted preliminary approval of the Settlement on May 15, 2026. *See* Lidman
19 Decl., ¶ 18; Exh. A. After the Court entered an order granting preliminary approval, no events have
20 occurred to cast doubt on the propriety of this determination. In fact, the reaction of the Class Members
21 thus far to the Settlement has been strongly in support of the Settlement. *See* Islas Decl., ¶¶ 8-10. This
22 Court should therefore confirm its conditional certification of the Settlement Class.

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

25 California courts have a strong policy in favor of settlement. *See, e.g., Stambaugh v. Superior*
26 *Court*, 62 Cal.App.3d 231, 236 (1976). Unlike individual settlements, class action settlements involve a
27 court approval process that exists to prevent fraud, collusion, and unfairness to class members. *Malibu*
28

1 *Outrigger Bd. of Governors v. Superior Court*, 103 Cal.App.3d 573, 578-79 (1980). This approval
2 process consists of preliminary settlement approval, notice being given to class members, and a final
3 fairness and approval hearing being held, at which class members have the opportunity to be heard with
4 respect to the settlement. *Id.* Now that notice has been provided to the Settlement Class, Plaintiffs
5 respectfully request that the Court finally approve the Settlement as fair, adequate, and reasonable.

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

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

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

24 *Id.* These factors require balancing, are non-exhaustive and, as such, trial courts should tailor the factors
25 to each case. *Id.* "In the context of a settlement agreement, the test is not the maximum amount plaintiffs
26 might have obtained at trial on the complaint, but rather whether the settlement is reasonable under all of
27 the circumstances." *Wershba v. Apple Computer, Inc.*, 91 Cal.App.4th 224, 250 (2001). Because
28 settlements inherently involve compromise, even settlements providing for substantially narrower relief
than likely would be obtained if the suit were successfully litigated can be reasonable because, "the public
interest may indeed be served by a voluntary settlement in which each side gives ground in the interest

of avoiding litigation.” *Id.* (quoting *Air Lines Stewards, etc., Local 550 v. American Airlines, Inc.*, 455 F.2d 101, 109 (7th Cir. 1972)).

Here, the Settlement resulted from extensive arm’s length settlement negotiations between qualified and experienced counsel, with the assistance of a well-respected mediator, and is fair, adequate, and reasonable for all Settlement Class Members. Lidman Decl., ¶¶ 16-17. While Plaintiffs maintain that their claims are meritorious, Plaintiffs acknowledge that their position includes substantial risks and uncertainty, which justifies a downward departure from the maximum exposure that Plaintiffs calculated each claim carried. Ferraro Decl. ISO PA, ¶ 22.

Plaintiffs have also taken into account the uncertainty and risk of the outcome of further litigation, and the difficulties and delays inherent in such litigation, including those involved in class certification and/or representative adjudication. Ferraro Decl. ISO PA, ¶ 22. Plaintiffs further recognize the burdens of proof necessary to establish liability for the claims asserted in the lawsuits, Defendant’s defenses, and the difficulties in establishing entitlement to monetary recovery. *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. As detailed in the Preliminary Approval Motion, Plaintiffs carefully vetted the claims at issue and conducted a detailed liability analysis of class-wide data to calculate the damages figures. Ferraro Decl. ISO PA, ¶ 22. 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 Class Member during the Class Period. *See* Settlement, ¶ 3.3.2. This method of distribution compensates Class Members based on the estimated extent of their injuries, as 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 Class Members is fair, adequate, and reasonable, as it is tethered to the damages and penalties that could be recovered by them.

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

3 Class members' response to a settlement is relevant in evaluating whether it merits final approval.
4 *Dunk, supra*, 48 Cal.App.4th at 1801. The lack of objections and requests for exclusion supports a
5 fairness presumption. *See 7-Eleven Owners for Fair Franchising v. Southland Corp.* (2000) 85
6 Cal.App.4th 1135, 1152-53 (finding 9 objections and 80 opt-outs from a class of 5,454 showed a
7 “particularly impressive” favorable response from class members). Here, only 83 of the Class Notices
8 remain undeliverable and, as of the filing of this Motion, of the delivered Class Notices, not a single
9 Settlement Class Member has objected to the Settlement and no Settlement Class Member has elected to
10 opt-out of the Settlement. *Islas Decl.*, ¶¶ 7-9. The extremely favorable response of the Settlement Class
11 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**
13 **Common Fund Confirmed by a Lodestar Cross-Check**

14 Plaintiffs and the Settlement Class, as the prevailing parties in settlement, are entitled to recover
15 their attorneys' fees and costs for their wage claims. *See* Lab. Code §§ 218.5, 226(e) and 2699(g). A fee
16 award is justified where the legal action has produced its benefits by way of a voluntary settlement. *See,*
17 *e.g., Maria P. v. Riles*, 43 Cal.3d 1281, 1290-91 (1987); *Westside Community for Independent Living,*
18 *Inc. v. Obledo*, 33 Cal.3d 348, 352-53 (1983). When a settlement results in a common fund for the benefit
19 of a class, class counsel may be awarded fees as a percentage of the common fund. *See Wershba, supra*,
20 91 Cal.App.4th at 254 (recognizing the “percentage of recovery” method).

21 The California Supreme Court confirmed in *Laffitte v. Robert Half Int'l, Inc.*, 1 Cal.5th 480, 506
22 (2016), that “[t]he percentage of fund method survives in California class action cases.” Specifically, the
23 *Laffitte* Court held:

24 The recognized advantages of the percentage method—including relative ease of
25 calculation, alignment of incentives between counsel and the class, a better
26 approximation of market conditions in a contingency case, and the encouragement it
27 provides counsel to seek an early settlement and avoid unnecessarily prolonging the
28 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

1 plaintiffs for the benefit of all results in the creation or preservation of that fund, such plaintiff or plaintiffs
2 may be awarded attorney's fees out of the fund."); *Serrano v. Unruh*, 32 Cal.3d 621, 627 (1982) (in
3 awarding a fee from the common fund obtained for the benefit of all parties, the trial court acts within its
4 equitable power to prevent the other parties' unjust enrichment.); *Rawlings v. Prudential-Bache*
5 *Properties, Inc.*, 9 F.3d 513, 516 (6th Cir. 1993) (the percentage of the fund method for calculating
6 attorneys' fees more accurately reflects the results achieved for the putative class than the lodestar method
7 and "establishes reasonable expectations on the part of plaintiffs' attorneys as to their expected recovery;
8 and it encourages early settlement, which avoids protracted litigation."); *In re Rite Aid Corp. Securities*
9 *Litigation*, 396 F.3d 294, 300 (3rd Cir. 2005) ("The percentage-of-recovery method is generally favored
10 in common fund cases because it allows courts to award fees from the fund 'in a manner that rewards
11 counsel for success and penalizes it for failure.") (citation omitted).

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

20 Here, Class Counsel's fee request is \$108,500.00 (35% of Total Settlement Amount). Settlement,
21 ¶ 3.5. The fee award will be split as follows: 50% to Ferraro Vega Employment Lawyers, Inc. and 50%
22 to Haines Law Group, APC and Lidman Law, APC. Lidman Decl., ¶ 21. Plaintiffs have provided written
23 approval of the split of attorneys' fees in this action. Lidman Decl., ¶ 22.

24 The fee request of \$108,500.00 is fair and reasonable based on a percentage of the recovery
25 confirmed with a lodestar cross-check. First, "regardless of whether the percentage method or the lodestar
26 method is used, fee awards in class actions average around one-third of the recovery." *Chavez v. Netflix,*
27 *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., ¶ 20. Thus, the percentage sought by Class Counsel here 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 **\$131,537.00** which is higher than the \$108,500.00

fee request, without the use of any multiplier. *See* Lidman Decl., ¶ 27. 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., ¶ 28, Exh. C.

Name	Rate	Hours	Pre-Multiplier Lodestar
Scott M. Lidman (27th Year Attorney)	\$950	48.2	\$45,790.00
Paul K. Haines (19th Year Attorney)	\$975	20.1	\$19,597.50
Milan Moore (10th Year Attorney)	\$725	16.5	\$11,962.50
Tiara Gose-Hardy (7th Year Attorney)	\$625	22.3	\$13,937.50
Ferraro Vega Employment Lawyers, Inc.	\$685	52.7	\$36,099.50
Paralegals	\$250	16.6	\$4,150.00
Total Lodestar			\$131,537.00

The fee award requested here is justified because it is **lower** than lodestar and 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., ¶¶ 8-10. Additionally, the *average* settlement payment in this case of approximately **\$363.33** 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

1 average payment to class members of less than \$200 was a “good” result); *Williams v. Centerplate, Inc.*,
2 Nos. 11-CV-2159-H-KSC, 12-CV-0008-H-KSC, 2013 WL 4525428, at *4 (S.D. Cal. 2013) (granting
3 final approval of class action settlement where average recovery for each class member was
4 approximately \$108). The fact that Class Counsel achieved these results without engaging in a protracted
5 legal battle, in the face of serious defense challenges and an uncertain legal landscape, confirms the
6 strength of the results achieved.

7 Moreover, as discussed above, this case presented significant risk as to both class certification and
8 merits considerations. Accordingly, it is fair and reasonable to account for these risks in compensating
9 Class Counsel. Class Counsel should also be compensated for the risks involved in undertaking this
10 litigation and expending considerable effort, all while working on a purely contingency basis. Lidman
11 Decl., ¶ 24; Declaration of Conor J.D. Gomez (“Gomez Decl.”), ¶ 7. Since undertaking their
12 representation of Plaintiffs, Class Counsel have borne all the costs of litigation without receiving any
13 compensation for over 2 years. Lidman Decl., ¶ 24; Gomez Decl., ¶ 14. During this time, Class Counsel
14 have expended a total of \$20,911.23 in actual costs and have devoted substantial time to this litigation
15 and expect to incur approximately \$450 in future costs for filing the instant motion, filing the final
16 declaration regarding distribution of settlement, service and messenger fees, postage fees, and/or court
17 costs for future court appearances.¹ Lidman Decl., ¶ 24, Exh. B; Gomez Decl., ¶ 15. Class Counsel’s
18 efforts have included conducting pre-filing investigation, analyzing Plaintiffs’ claims, conducting legal
19 research, reviewing Plaintiffs’ personnel files, reviewing and analyzing timekeeping data and payroll
20 records, preparing for and attending mediation, negotiating and revising the MOU, negotiating and
21 revising the long-form Settlement, preparing the Motions for Preliminary and Final Approval, overseeing
22 the settlement administration process, communicating with Settlement Class Members, and otherwise
23 litigating this case. *See* Lidman Decl., ¶ 23. Moreover, Class Counsel have expended time, effort, and
24 money that they could have expended on less risky cases instead. Gomez Decl., ¶ 7.f. Given the
25 considerable potential for adverse outcomes in this case, including, but not limited to losing on class
26 certification and/or merits issues, the contingent risk borne by Class Counsel was great. Lidman Decl.,
27

28 ¹ This includes total costs incurred by all law firms.

¶¶ 24-26.

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 Milan Moore (“Moore Decl.”), ¶¶ 2-5; Declaration of Paul K. Haines (“Haines Decl.”), ¶¶ 3-8; Declaration of Tiara Gose-Hardy (“Gose-Hardy Decl.”), ¶¶ 2-4; Gomez Decl., ¶ 6, Exh. 2. 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 Defendant and the reasonableness of the Settlement. *See* Lidman Decl., ¶ 25. 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 35% of the Total 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 discretionary wages, Defendant’s requirement to “provide” meal and rest periods, and the propriety of statutory penalties, to name just a few. Lidman Decl., ¶ 25. 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 \$21,361.23 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., ¶ 25; Exh. B; Gomez Decl., ¶ 15. Moreover, the costs Plaintiffs seek 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, Plaintiffs respectfully request the Court grant the request for actual costs incurred.

E. The Court Should Finally Approve the Requested Administration Costs

Plaintiffs also request that the Court approve \$8,250.00 in administration costs to the Settlement Administrator, Phoenix. As detailed in the declaration of Lluvia Islas on Behalf of Phoenix submitted herewith, Phoenix performed duties in connection with this Settlement that were integral in effectuating the Settlement and the Notice process. Among other things, Phoenix calculated each Class Member's individual settlement payment, updated addresses contained in the class data supplied by Defendant, formatted Class Notices for mailing, mailed Class Notices to all 363 Class Members in English and Spanish, kept the parties informed of any objections or requests for exclusion, and have otherwise administered the Settlement. *See Islas Decl.*, ¶ 2. For these reasons, Phoenix's requested costs are fair, reasonable, and adequate, and should be finally approved.

F. Plaintiffs' Requested Service Awards 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). In analyzing the requested service payment, courts consider the following factors: the risk, both financial and otherwise, the class representative faced in bringing the suit; the notoriety and personal difficulties encountered by the class representative; the actions the plaintiff has taken to protect the interests of the class, the degree to which the class has benefitted from those actions,

1 and the amount of time and effort the plaintiff expended in pursuing the litigation. *See Golba v. Dick's*
2 *Sporting Goods, Inc.* (2015) 238 Cal.App.4th 1251, 1272; *Clark v. Am. Residential Servs. LLC* (2009) 175
3 Cal.App.4th 785, 804.

4 Here, analyzing those factors weigh in favor of approving Plaintiffs' requested service awards of
5 \$10,000.00 because the request is reasonable given their efforts in this case and the risks they undertook
6 on behalf of Settlement Class Members. Lidman Decl., ¶ 32; Gomez Decl., ¶ 17. Plaintiffs gathered
7 documents for use in their lawsuits and worked with Class Counsel on the case, including preparing for
8 mediation and discussing the case, the merits, the defenses, and settlement. *See* Lidman Decl., ¶ 32;
9 Declaration of Stephen Armas ("Armas Decl."), ¶¶ 6-15; Declaration of Josue Israel Jeronimo Bran
10 ("Jeronimo Bran Decl."), ¶¶ 8,10. The class has benefited from Plaintiffs' actions as the average
11 settlement amount is **\$363.33**.

12 Further, Plaintiffs understood that the lawsuit is a matter of public record and being part of the
13 lawsuit could stigmatize them and/or affect future employment. Armas Decl., ¶¶ 14; Jeronimo Bran
14 Decl., ¶ 9. Plaintiffs also understood the risk that they could be liable for Defendant's costs if they lost
15 the case. Armas Decl., ¶ 15; Jeronimo Bran Decl., ¶ 9. Plaintiffs accepted these risks and burdens because
16 they wanted Defendant to compensate its current and former employees for unpaid wages. *Id.* Plaintiff
17 Armas spent many hours on activities related to this case. Armas Decl., ¶¶ 17, 20. Plaintiff Jeronimo
18 Bran estimates he spent approximately 15-20 hours on activities related to this case. Jeronimo Bran Decl.,
19 ¶ 10.

20 Moreover, Plaintiffs have agreed to release, in addition to the released claims included within the
21 Settlement, all claims, whether known or unknown, under federal, state, or local law against Defendant
22 and the Released Parties. Settlement, ¶ 3.4.3. Plaintiffs' release includes unknown claims and, as a result,
23 they are waiving all rights and benefits afforded by Section 1542 of the California Civil Code. *Id.*

24 Moreover, after receiving notice of the proposed Class Representative Service Award for
25 Plaintiffs, no Class Member has objected to the proposed award, as of the date of this filing. *See* Islas
26 Decl., ¶ 9. Thus, the service awards to Plaintiffs are appropriate and justified as part of the Settlement
27 and should be finally approved.

1 **V. CONCLUSION**

2 For the reasons stated herein, Plaintiffs respectfully submit that this Court should grant Plaintiffs'
3 motion in its entirety and adopt the [Proposed] Order Granting Final Approval of Class Action and PAGA
4 Settlement and Entering Judgment submitted herewith.

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7 Dated: September 9, 2026

Respectfully submitted,
LIDMAN LAW, APC

8
9 By:


Scott M. Lidman

10 Attorney for Plaintiff
11 JOSUE ISRAEL JERONIMO BRAN
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