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14 a.k.a. ANNICA PALACIO, individually,
15 and on behalf of similarly situated employees

16 UNITED STATES DISTRICT COURT
17 EASTERN DISTRICT OF CALIFORNIA

18 ANNICA B. BOWEN, a.k.a. ANNICA
19 PALACIO, individually, and on behalf
20 of similarly situated employees,

21 Plaintiff,

22 v.

23 WILLOW SPRINGS MANAGEMENT
24 CA, LLC, a Delaware Limited Liability
25 Company, California HCJ EE Group,
26 LLC, California Senior Living EE
27 Group, LLC, Folsom Investors, L.P.
28 dba, Empire Ranch Alzheimer's Special
Care Center, , and DOES 1 -100,
inclusive,

Defendants.

Case No. 2:20-CV-02318-KJN

Date: 12-5-23
Time 9:00 a.m.
Courtroom: 25

**NOTICE OF MOTION AND
MOTION FOR AWARD OF
ATTORNEYS FEES, COSTS, AND
CLASS REPRESENTATIVE
ENHANCEMENT;
MEMORANDUM OF POINTS AND
AUTHORITES**

TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE THAT on December 5, 2023 at nine a.m., or as
soon thereafter as the matter may be heard in Courtroom 25 of the above-entitled

1 Court, located at 501 I Street Sacramento, California, 95814, Plaintiff Annica
2 Bowen a.k.a. Annica Palacio (“Plaintiff” or “Bowen”) will and hereby do move this
3 Court, to pursuant to Federal Rule of Civil Procedure Rule 23, for entry of an order
4 awarding attorneys’ fees, costs, and the class representative incentive award.
5 Plaintiff brings this motion pursuant to Rule 23(h) of the Federal Rules of Civil
6 Procedure on the grounds that the parties’ Settlement Agreement authorizes the
7 award, which is also warranted under, inter alia, the California Labor Code Sections
8 218.5, 1194, and Section 2699 (g), as well as the Private Attorney General Statute,
9 California Code of Civil Procedure Section 1021.5.

10 This Motion is based upon: (1) this Notice of Motion and Motion; (2) the
11 attached Memorandum of Points and Authorities in Support of Motion; (3) the
12 Harris Declaration, and the exhibits attached thereto, the Bowen Declaration, and
13 the Benowitz Declaration; (4) the [Proposed] Order Granting Final Approval of
14 Class Action and PAGA Settlement, filed concurrently herewith; (5) The Motion for
15 Final Approval; (6) the records, pleadings, and papers filed in this action; and (7)
16 upon such other documentary and oral evidence or argument as may be presented to
17 the Court at the hearing of this Motion.

18
19 Dated: October 30, 2023

By: /s/ Stephen M. Harris
Stephen M. Harris
Attorneys for Plaintiff ANNICA BOWEN
A.K.A. ANNICA PALACIO

1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I.**

3 **INTRODUCTION**

4 Plaintiff now moves for approval of her attorneys' fees (in the amount of
5 \$41,666.66) and costs (in the amount of \$10,333.50) and for a class representative
6 award for Plaintiff of \$3,000.00. The Court's function under Rule 23(h) is to ensure
7 that the parties' agreement on fees and expenses is reasonable and does not reflect a
8 collusive settlement that places the interests of counsel above the interests of the
9 Class. Here, as established in the motion for final approval, there is no indicia of
10 collusion. Moreover, the maximum amount Plaintiff can request under the
11 Agreement is reasonable under California's lodestar/multiplier approach to
12 calculating an appropriate fee award. Indeed, as established herein, the hourly value
13 of the fee award is far below the normal rates of Plaintiff's counsel.
14
15
16

17 The modest enhancement of \$3,000.00 for Plaintiff is also reasonable and an
18 appropriate reward for her services in this case. And the claims administrator's
19 services warrants payment of its \$9,000 fee.
20

21 **II.**

22 **FACTS AND PROCEDURE**

23
24 This lawsuit was filed April 30, 2020, in Los Angeles County Superior Court.
25 The action was removed in July of 2020, to the United States District Court for the
26 Central District. After filing its answer, defendant filed a motion to transfer the
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28

1 action to this district, in September of 2020. After the parties filed opposition and
2 reply papers, the district court, in November of 2020, ordered that this action be
3 transferred to the Eastern District. (Dkt. ## 1, 8, 11-12, 14, 20-21.)

4
5 The court filed its initial scheduling order in November of 2020, and an
6 amended scheduling order on December 21, 2020. (Dkt. ## 22, 24-25). The court
7 initially scheduled a discovery cut-off of August 2, 2021, expert disclosures in
8 October of 2021, and a class certification motion deadline of December 1, 2021.
9 (Dkt. # 25.) On June 24, 2021, the court entered an order granting the parties'
10 stipulation to extend the discovery cut off dates and to extend the class certification
11 motion deadline. The filing deadline was moved to March 1, 2022. (*Id.* # 31.)

12
13 The parties conducted a mediation of this matter before David Phillips, Esq.,
14 in June of 2021. The parties fully executed a Memorandum of Understanding in July
15 of 2021. Thereafter, the parties negotiated a formal Class Action Settlement
16 Agreement and Class Notice. The Agreement was ultimately entered into by all
17 parties in December of 2021. (Harris Declaration, ¶ 5, and exhibit 1 to Harris
18 Declaration; Exhibit 2 to Harris Declaration, Beliveau Declaration, and Exhibit A,
19 attached thereto.)

20
21 Plaintiff filed a formal notice of settlement on December 6, 2021, and the
22 court thereafter ordered that Plaintiff file a first amended complaint and motion for
23 preliminary approval by March 7, 2022. Plaintiff filed the first amended complaint
24 in January of 2022, and Defendants filed an answer to the first amended complaint

1 in February of 2022. (Dkt. ## 32-39.)

2 **A. The Class Action Complaint**

3
4 This is a wage and hour class and representative action filed by Plaintiff, on
5 behalf of non-exempt care givers employed by Defendants during the time period
6 embraced by the lawsuit. The three care centers where the wage and hour violations
7
8 are alleged to have occurred are: (1) Empire Ranch Alzheimer's Special Care
9 Center, located in Folsom, California; (2) Willow Springs Alzheimer's Special Care
10 Center located in Redding, California; and (3) Blossom Grove Alzheimer's Special
11 Care Center located in Redlands, California. (First Amended Complaint, Dkt. # 36,
12 "FAC", ¶¶ 17-18; Harris Declaration, ¶ 6.)

14 Plaintiff asserts that Defendants require Class Members to remain on site and
15
16 in possession of their communication devices during their breaks, thus representing
17 an unlawful denial of rest and meal breaks. Moreover, the communication devices
18 which Defendants furnished (which Plaintiff and Class members were to monitor at
19 all times) functioned on site and not outside of the premises. Thus, as a practical
20 matter, Plaintiff and Class Members could not leave the premises since their
21 communication devices did not function outside the premises. (FAC, ¶¶ 7-8.)

24 Plaintiff claims that she and the putative class members are entitled to one
25 hours' wages for each break violation, and related relief, based on such derelictions.
26 The Private Attorney General Act claim seeks penalties based on the same
27 derelictions, as well as Defendants' time rounding policies. (FAC, ¶¶ 25-27, 57-68.)

1 The initial class action complaint contained the following six causes of action:
2 Failure to provide meal periods, failure to provide rest periods, waiting time
3 penalties, failure to provide itemized wage statements, unfair competition, and
4 violations of the Private Attorneys General Act (“PAGA”). The defendants
5 originally named were JEA Senior Living Health & Welfare Benefit Plan, LLC,
6 Willow Springs Management CA, LLC, Blossom Grove, LLC, and Empire Ranch
7 Alzheimer’s Special Care Center. (Dkt. # 1, complaint.)
8

9 The first amended complaint contains the same legal theories. However, the
10 first amended complaint names the following defendants: Willow Springs
11 Management CA, LLC, a Delaware Limited Liability Company, California HCJ EE
12 Group, LLC, California Senior Living EE Group, LLC, and Folsom Investors, L.P.
13 dba, Empire Ranch Alzheimer’s Special Care Center. These entities operated the
14 facilities located at Willow Springs Alzheimer’s Special Care Center (California
15 HCJ EE Group LLC, by way of a contract with JEA Senior Living), Blossom Grove
16 Alzheimer’s Special Care Center (California HCJ EE Group LLC, pursuant to a
17 contract with JEA Senior Living), and Empire Ranch Alzheimer’s Special Care
18 Center (California Senior Living EE Group LLC, by way of a contract with JEA
19 Senior Living). They also employed the members of the putative class. (Harris
20 Declaration, ¶ 6; FAC, ¶¶ 17-19.)
21
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25

26 Frontier Management, LLC (an entity unrelated to defendants) took over
27 management of the facilities as follows: Willow Springs on or around October 2,
28

1 2020, Blossom Grove on or around September 1, 2020, and Empire Ranch on or
2 around July, 2021. (Harris Declaration, ¶ 7.)
3

4 **B. Investigation And Discovery**

5 Plaintiff conducted a pre-filing and post-filing investigation, including, but
6 not limited to, serving written discovery, reviewing Defendants' responses and
7 supplemental responses, reviewing approximately 400 documents produced by
8 Defendants, and interviews of class members. The documents produced included
9 the policies of the facilities as well as the underlying agreements relating to
10 operation thereof and who employed class members. Plaintiff's personnel file was
11 also reviewed. (Harris Declaration, ¶ 8.)
12
13

14 **C. Mediation**

15 The parties participated in a mediation before respected mediator David
16 Phillips in June of 2021, and during the mediation further discussed the litigation
17 and the underlying factual background, before agreeing to the terms of an MOU.
18
19
20 (*Id.*)

21 **D. Preliminary Approval**

22 After filing of a motion for preliminary approval by Plaintiff, this court
23 granted preliminary approval of the Agreement on June 9, 2023.
24
25 (Dkt. ## 40, 42, 52.)
26

27 **E. The Settlement Agreement/And Proposed Settlement**

28 The Agreement is attached to the Harris Declaration as exhibit 1.

1 The terms of the settlement are discussed in detail in the motion for final
2 approval and thus are not reiterated herein, other than the provisions relating to fees,
3 costs, enhancements and claims administrator expenses.
4

5 **1. Attorneys' Fees, Costs and Enhancements**

6 The Agreement contains provisions relating to class counsel's attorneys' fees
7 and costs, administrative costs, as well as the recommended enhancement payment.
8 (Agreement, attached as exhibit 1 to Harris Declaration, ¶¶ 5.1-5.3.)
9

10 **I.**

11 **ARGUMENT**

12 **A. The Fee Award Is Determined By State Law**

13 Here, fees are provided for by the parties' agreement and are also governed by
14 state law. *Gezalyan v. BMW of North America, LLC*, 697 F. Supp. 2d 1169 (C.D.
15 Cal. 2010) "In diversity actions, federal courts look to state law in determining
16 whether a party has a right to attorneys' fees and how to calculate those fees."; *Mangold v. California Public Utilities Commission*, 67 F.3d 1470, 1478 (9th Cir.
17 1995).)
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22 **B. California Follows the Lodestar Approach**

23 California courts follow the lodestar-multiplier method for calculating the
24 attorneys' fee award. See *Serrano v. Priest*, 20 Cal. 3d 25, 48-49 (1977). Under this
25 approach, "[t]he lodestar (or touchstone) is produced by multiplying the number of
26 hours reasonably expended by counsel by a reasonable hourly rate." *Lealao v.*
27
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1 *Beneficial California*, 82 Cal.App.4th 19, 26 (2000). “Once the court has fixed the
2 lodestar, it may increase or decrease that amount by applying a positive or negative
3 ‘multiplier’ to take into account a variety of other factors, including the quality of
4 the representation, the novelty and complexity of the issues, the results obtained,
5 and the contingent risk presented.” *Id.* at 26; see also *Serrano v. Priest*, 20 Cal. 3d at
6 48-49; *Ramos v. Countrywide Home Loans, Inc.*, 82 Cal.App.4th 615, 622 (2000).

9 Class Counsel is entitled to recover fees for all hours reasonably spent working
10 on the case. *Vo v. Las Virgines Mun. Water Dist.*, 79 Cal.App.4th, 440, 446 (2000)
11 (“Under the lodestar method, a party who qualifies for a fee should recover for all
12 hours reasonably spent unless special circumstances would render the award unjust.
13 “); *Weeks v. Baker & McKenzie*, 63 Cal. App. 4th 1128, 1175 (1998) (“an attorney
14 who takes on [a complex] case can anticipate receiving full compensation for every
15 hour spent litigating a claim against even the most polemic opponent.”).

18 A lodestar calculation need not be supported by detailed time records. See
19 *Wershba v. Apple Computers Inc.*, 91 Cal.App.4th 224, 255 (6th Dist. 2001)
20 (“California case law permits fee awards in the absence of detailed time sheets”).
21 Declarations by counsel as to time spent, even if only estimates, are enough. *Id.*
22 (“Here plaintiffs’ attorneys submitted declarations evidencing the reasonable hourly
23 rate for their services and establishing the number of hours spent working on the
24 case”); see also *Dunk v. Ford Motor Co.*, 48 Cal.App.4th 1794, 1810 (1996) (stating
25 that lodestar calculation could be based on counsel’s estimate of time spent).

1 Here, counsel submit declarations in support of the motion setting forth in detail
2 the time they spent, rates, and costs. (See, Harris Declaration, ¶¶ 23-26, and exhibit
3 7, attached thereto; see, Benowitz Declaration, attached as exhibit 4 to Harris
4 Declaration.)

6 **C. Counsel's Rates Are Reasonable**

7
8 In determining what constitutes a reasonable rate, courts have often reviewed the
9 National Law Journal's survey of billing rates. See, e.g., *Orde Ridgeway v. Wal-*
10 *Mart Stores Inc.*, 269 F.Supp.3d 975, 985 (N.D. Cal. 2017) (discussing cases
11 approving hourly rates of \$800.00 for attorneys admitted in 1996, \$875.00 for
12 attorneys admitted for 22 years, \$895.00 for attorneys admitted in 1985, and rates
13 for partners in the range of \$490.00 to \$950.00); *Minor v. Christie's, Inc.*, 2011 WL
14 902235, at **7-8 (N.D. Cal. 2011) (approving partner rates of \$700 and \$600 an
15 hour).

16
17 Here, the Plaintiff conducted a pre-filing and post-filing investigation, including,
18 but not limited to, serving written discovery, reviewing defendants responses and
19 supplemental responses, reviewing approximately 400 documents produced by
20 defendant, and conducting interviews of class members. The documents produced
21 included the policies of the facilities as well as the underlying agreements relating to
22 operation thereof and what entities employed class members. Plaintiff's personnel
23 file was also reviewed. The parties participated in a mediation before respected
24 mediator David Phillips in June of 2021, and during the mediation further discussed
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1 the litigation and the underlying factual background, before agreeing to the terms of
2 an MOU, and before negotiating the formal Agreement. (Harris Declaration, ¶¶ 8,
3 11-12.)
4

5 Given the risks posed by the case, as fully outlined in the motion for final
6 approval and Harris declaration, the settlement represents a good result for the class.
7
8 (*Id.* ¶¶ 6-8, 11-13, 15, 20-21.)

9 **D. Lodestar Far Exceeds Fees**

10 The lodestar of class counsel, the total value of their time to date multiplied by
11 their rate, is \$107,700, which far exceeds the fee requested of \$41,666. Thus, the
12 amount of the fee on a lodestar basis is reasonable, while class counsel have also
13 incurred costs of \$10,333.50.
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16 This result is also the same when considering Eastern District authority. Eastern
17 District cases involving various forms of complex litigation, including consumer
18 law or employment litigation, approve rates close to those proposed by Plaintiff. See
19 *Smith v. Gen. Info. Servs., Inc.*, No. 1:17-cv-00542-DAD-SAB, 2019 WL 2106171
20 at *3 (E.D. Cal. May 14, 2019) (awarding \$400 per hour for an attorney with more
21 than ten years of experience practicing consumer law); *N.L. ex rel. Lemos v. Credit*
22 *One Bank, N.A.*, No. 2:17-cv-01512-JAM-DB, 2019 WL 1428122, at *5 (E.D. Cal.
23 Mar. 29, 2019) approving an hourly rate of \$400 for an attorney with nine years'
24 experience in a case involving the Telephone Consumer Protection Act and the
25 Rosenthal Fair Debt Collection Practices Act); *Early v. Keystone Rest. Grp., LLC*,
26
27
28

1 No. 2:16-cv-00740-JAM-DB, 2019 WL 9182111, at *5 (E.D. Cal. Feb. 25, 2019)
2 (stating that "the relevant marker in this case is the rate prevailing in the Eastern
3 District of California" and approving an hourly rate of \$530 in an employment
4 discrimination case for an attorney with over thirty years of experience).

5
6 Moreover, hourly rates in the following ranges have also found to be reasonable:
7
8 \$650-\$750 for senior partners with over thirty years of experience; \$545-\$695 for
9 partners and senior counsel; \$475-\$575 for senior associates; \$330-\$400 for junior
10 associates; \$200 for paralegals. See *Mostajo v. Nationwide Mut. Ins. Co.*, No. 2:17-
11 cv-00350-DAD-AC, 2023 WL 2918657, at *11 (E.D. Cal. Apr. 12, 2023) (citing
12 cases); see also *Arredondo v. Sw. & Pac. Specialty Fin., Inc.*, No. 1:18-cv-01737-
13 DAD-SKO, 2022 WL 2052681, at *14 (E.D. Cal. June 7, 2022) (reducing a partner's
14 hourly rate for the purposes of a lodestar cross-check from \$850 to \$750 because
15 that was the highest hourly rate previously accepted by the court).
16
17

18 Thus, applying Eastern District hourly rates would still result in the lodestar of
19 counsel far exceeding the value of the fee award here.
20

21 **E. Multipliers Are Frequently Awarded**

22 In many cases, a positive multiplier is granted when a court awards fees. See
23 *Consumer Privacy Cases*, 175 Cal. App. 4th 545, 551 (2009) (affirming a 1.75
24 multiplier); *Chavez v. Netflix, Inc.*, 162 Cal. App. 4th 43, 66 (2008) (affirming
25 multiplier of 2.50); *Wershba v. Apple Computer, Inc.*, 91 Cal. App. 4th 224, 255
26 (2001) ("Multipliers can range from 2 to 4 or even higher."); *Craft v. County of San*
27
28

1 *Bernardino*, 2008 US. Dist. LEXIS 27526 (C.D. Cal. Apr. 1, 2008) (applying 5.2
2 multiplier); see, also, *Uschold v. NSMG Shared Servs., LLC*, No. 18-cv-01039-JSC,
3 2020 WL 3035776, at *16 (N.D. Cal. June 5, 2020) (applying multiplier of 4); *De*
4 *Leon*, 2020 WL 1531331, at *18 (applying multiplier of 1.09); *Ridgeway v. Wal-*
5 *Mart Stores Inc.*, 269 F. Supp. 3d 975, 999 (N.D. Cal. 2017) (applying multiplier of
6 2.0).
7
8

9 Although multipliers are routinely awarded, here, counsel are receiving far less
10 than their hourly rates and no multiplier.
11

12 **F. Common Fund Percentage Approach**

13 In common fund cases, the California Supreme Court has endorsed a fee award
14 based on a percentage of the common fund. *Laffitte v. Robert Half Intern. Inc.*, 1
15 Cal. 5th 480, 503-504 (2016). Indeed, “California courts routinely award attorneys’
16 fees of one-third of the common fund.” *Beaver v. Tarsadia Hotels* (S.D. Cal. Sept.
17 28, 2017) No. 11-CV-01842-GPC-KSC, 2017 WL 4310707, at *9 (approving a fee
18 award of one-third of the \$15,150,000 settlement fund in a class action settlement);
19 see *Laffitte v. Robert Half Internat. Inc.* (2016) 1 Cal. 5th 480, 486-487, 506
20 (approving a fee award of one-third of the gross settlement amount in a wage and
21 hour class action settlement); *Chavez v. Netflix, Inc.* (2008) 162 Cal. App. 4th 43, 66
22 n.11 (“Empirical studies show that, regardless whether the percentage method or the
23 lodestar method is used, fee awards in class actions average around one-third of the
24 recovery.”). “Under the percentage method, California has recognized that most fee
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1 awards based on either a lodestar or percentage calculation are 33 percent.” *Smith v.*
2 *CRST Van Expedited, Inc.* (S.D. Cal. Jan. 14, 2013) No. 10-CV-1116-IEG WMC,
3 2013 WL 163293, at *5.¹

4
5 Here, California cases routinely award one-third of the recovery in common
6 fund cases, which is in line with the fee provided by the Agreement.

7 8 **G. Federal Court Benchmark**

9 Federal cases typically use a benchmark of 25% in common fund cases.
10 Courts applying this method “typically calculate 25% of the fund as the benchmark
11 for a reasonable fee award, providing adequate explanation in the record of any
12 special circumstances justifying a departure.” *Bluetooth*, 654 F.3d at 942Id. (internal
13 quotation marks omitted). However, “[t]he benchmark percentage should be
14 adjusted, or replaced by a lodestar calculation, when special circumstances indicate
15 that the percentage recovery would be either too small or too large in light of the
16 hours devoted to the case or other relevant factors.” *Six (6) Mexican Workers v.*
17 *Ariz. Citrus Growers*, 904 F.2d 1301, 1311 (9th Cir. 1990). Relevant factors to a
18 determination of the percentage ultimately awarded include:
19
20
21

22 “(1) the results achieved; (2) the risk of litigation; (3) the skill required and
23
24

25 ¹ Federal courts also have discretion to award fees on a common fund or lodestar
26 approach. *In re Bluetooth (Bluetooth)*, 654 F.3d 935, 941 (9th Cir. 2011). “Where a
27 settlement produces a common fund for the benefit of the entire class,” as here,
28 “courts have discretion to employ either the lodestar method or the percentage-of-
recovery method” to determine the reasonableness of attorneys’ fees. *Id.* at 942.

1 quality of work; (4) the contingent nature of the fee and the financial burden carried
2 by the plaintiffs; and (5) awards made in similar cases.” *Tarlecki v. bebe Stores,*
3 *Inc.*, No. C 05–1777 MHP, 2009 WL 3720872, at *4 (N.D. Cal. Nov. 3, 2009)
4 (citing *Vizcaino v. Microsoft Corp.*, 290 F.3d 1043, 1048-50 (9th Cir. 2002)).
5

6 Here, given the risks of further litigation and the fact that Defendants no longer
7 have an ownership interest in the businesses, the result can be considered as
8 excellent. Counsel was able to achieve a positive result for the class by their work
9 on a case which posed daunting hurdles to overcome. This case posed significant
10 risks, including potential loss of certification and challenges to the merits of the
11 claims. Counsel for Plaintiff has worked on a contingent fee basis, carrying well
12 over \$100,000 in fees and expenses, while ultimately achieving a favorable
13 settlement for the class. Also, the award is certainly within the range of that awarded
14 in similar cases, as discussed above. Indeed, it is far less. (See, subparts D-F, and
15 Harris Declaration, ¶¶ 6-18, 20-22.)
16

17 Further, “[I]t is common practice to award attorneys’ fees at a higher percentage
18 than the 25% benchmark in cases that involve a relatively small—i.e., under \$10
19 million—settlement fund.” *Thieriot v. Celtic Ins. Co.*, No. C 10-04462 LB, 2011
20 WL 1522385, at *6 (N.D. Cal. Apr. 21, 2011).
21

22 The fees and costs are warranted under both state and federal law.
23

24 **H. Fees And Costs Are Reasonable And Should Be Awarded**

25 Here, class counsel’s fees and costs are reasonable and should be awarded.
26

1 **I. Incentive Award Should Be Granted**

2 Incentive awards “are discretionary . . . and are intended to compensate class
3
4 representatives for work done on behalf of the class, to make up for financial or
5 reputational risk undertaken in bringing the action, and, sometimes, to recognize
6 their willingness to act as a private attorney general.” *Rodriguez v. W.*
7
8 *Publ’g Corp.*, 563 F.3d 948, 958-59 (9th Cir. 2009) (internal citation omitted).
9 “Incentive awards typically range from \$2,000 to \$10,000.” *Bellinghausen v.*
10 *Tractor Supply Co.*, 306 F.R.D. 245, 267 (N.D. Cal. 2015).

11
12 Typically, the amount of an enhancement awarded is around \$5,000. See
13 *Wong v. Arlo Techs., Inc.*, No. 5:19-cv-00372-BLF, 2021 WL 1531171, at *12
14 (N.D. Cal. Apr. 19, 2021) (“Service awards as high as \$5,000 are presumptively
15 reasonable in this judicial district.”).

16
17 Here, Plaintiff submits a declaration setting forth the work she has done on
18 the case, and also she undertook the reputational risk inherent in bringing the action.
19 See *Rodriguez*, 563 F.3d at 958-59; Harris Declaration, exhibit 3. Plaintiff
20 voluntarily assumed the responsibilities of bringing and prosecuting the action on
21 behalf of all others similarly situated, and devoted time and effort to keeping herself
22 informed of the litigation. Plaintiff assisted in the investigation of the case, provided
23 Class Counsel with information, regularly communicated with Class Counsel, and
24 was involved in the progress of the litigation. (See, declaration of Plaintiff.)
25
26
27

28 Plaintiff thus respectfully requests that the Court approve the requested incentive

1 award, which is reasonable in light of Plaintiff's effort and the ultimate relief to the
2 Class. See *In re Mega Fin. Corp. Sec. Litig.*, 213 F.3d 454, 463 (9th Cir. 2000)
3 (awarding named plaintiff \$5,000); *Hopson v. Hanesbrands Inc.*, CV-08-0844 EDL,
4 2009 U.S. Dist. LEXIS 33900, at **27-28 (N.D. Cal. Apr. 3, 2009) ("In general,
5 courts have found that \$5,000 incentive payments are reasonable."); *Villegas v. J.P.*
6 *Morgan Chase & Co.*, 2012 U.S. Dist. LEXIS 114597, at *18 (N.D. Cal. Aug. 8,
7 2012) (same); *Carter v. Anderson Merchandisers, LP*, EDCV 08-0025-VAP OPX,
8 2010 U.S. Dist. LEXIS 55629, at *17 (C.D. Cal. May 11, 2010) (same).

12 **J. Claims Administrator**

13 The fees of the claims administrator are also reasonable under the Agreement and
14 should be approved.

16 **IV. CONCLUSION**

17 The court should thus grant the motion for fees and costs of class counsel, the
18 class representative enhancement award, and the fees of the claims administrator.

20 Dated: October 30, 2023

21 By: /s/ Stephen M. Harris
22 Stephen M. Harris
23 Attorneys for Plaintiff ANNICA BOWEN
24 A.K.A. ANNICA PALACIO
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