

1 **COHELAN KHOURY & SINGER**

Michael D. Singer (SBN 115301)

2 Msinger@ckslaw.com

Diana M. Khoury (SBN 128643)

3 dkhoury@ckslaw.com

J. Jason Hill (SBN 179630)

4 jhill@ckslaw.com

605 C Street, Suite 200

5 San Diego, CA 92101

Tel: (619) 595-3001/Fax: (619) 595-3000

6 **THE PHELPS LAW GROUP**

7 Marc H. Phelps (SBN 237036)

8 Marc@phelpslawgroup.com

23 Corporate Plaza Drive, Suite 150

Newport Beach, CA 92660

9 Tel: (949) 629-9533/Fax: (949) 629-2501

10 **THE CARTER LAW FIRM**

Roger R. Carter (SBN 140196)

11 roger@carterlawfirm.net

23 Corporate Plaza Drive, Suite 150

12 Newport Beach, CA 92660

Tel: (888) 914-6900/Fax: (949) 629-2501

13 Counsel for Plaintiff Luben Romanov, and
14 the Conditionally Certified Class

15 **UNITED STATES DISTRICT COURT**

16 **CENTRAL DISTRICT OF CALIFORNIA**

17
18 LUBEN ROMANOV, on behalf of
19 himself and all others similarly
situated,

20 Plaintiff,

21 v.

22 AMAZON.COM SERVICES LLC
23 a Delaware limited liability
company; and DOES 1 through 20,
24 inclusive,

25 Defendants.

Case No. 2:20-cv-02692 SB (KSx)

CLASS ACTION

**MEMORANDUM OF POINTS AND
AUTHORITIES IN SUPPORT OF
MOTION FOR ORDER GRANTING
AWARD OF ATTORNEYS' FEES
AND COSTS, AND CLASS
REPRESENTATIVE SERVICE
PAYMENT**

Date: March 25, 2022

Time: 8:30 a.m.

Ctrm: 6C

Judge: Stanley Blumenfeld, Jr.

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1 **I. INTRODUCTION**

2 Plaintiff Luben Romanov, individually and on behalf of the Conditionally
3 Certified Class, moves for an award of attorneys' fees of \$233,333.33 (one-third of
4 the Gross Settlement Amount), reimbursement of litigation expenses of \$10,133.76,
5 and a Class Representative Service Payment of \$10,000 from the \$700,000
6 settlement obtained in the above-captioned Class and PAGA representative action
7 preliminarily approved on October 20, 2021. Dkts. 52, 53. The Class includes all
8 individuals employed in California by Amazon.com Services, LLC, as Delivery
9 Associates from January 23, 2016 through August 21, 2021. (Class and
10 Representative Action Settlement Agreement, "Settlement Agreement", or "SA" ¶
11 I.C., Dkt. 47-1.)

12 The proposed Settlement is non-reversionary and Class Members will be paid
13 based on the number of eligible Pay Periods worked during the Class Period, unless
14 they exclude themselves from the Settlement. A claim form is not required to
15 participate in the Settlement and to receive a Settlement Payment. SA, ¶¶I.I, I.DD,
16 III.C.

17 Class Counsel obtained a monetary recovery for 4,983 Class Members, by
18 applying skill and considerable wage and hour class action experience to novel and
19 complex issues, while accepting the significant risk of non-payment for two years
20 on a purely contingent basis. Through the present, the lack¹ of any objections
21 following notice to the Class further supports the requested awards. Khoury Decl.,
22 ¶16. Declaration of Mary Butler on behalf of Simpluris, ("Simpluris Decl."), ¶¶6,
23 8, 12.

25 ¹ Preliminary approval was entered October 20, 2021, Dkts. 52, 53. On December
26 10, 2021, Simpluris mailed Notice Packets to 4,983 Class Members. The deadline to
27 opt out, submit a written objection or dispute is February 8, 2021, with an extended
28 deadline of February 28, 2022 for those whose Notice Packets were returned as
undelivered, and remailed to an updated mailing address. Through the present, no
disputes, objections, or opt outs have been returned. Simpluris Decl. ¶¶8, 10-12.

1 **II. THE PARTIES**

2 **A. Plaintiff**

3 Plaintiff Luben Romanov was employed by Amazon.com Delivery Services,
4 LLC (“Amazon”) from May 15, 2019 through August 19, 2019 as a non-exempt,
5 hourly paid Delivery Associate providing package pick-up and delivery services
6 exclusively for Amazon at its warehouse facility in the Thousand Oaks area of
7 California earning \$17.25 per hour. See Declaration of Luben Romanov, Dkt. 46-
8 12.

9 **B. Defendant**

10 Amazon.com Services, LLC. is headquartered in Washington state, with its
11 principal place of business in Seattle, Washington. During the Class Period, Amazon
12 employed Delivery Associates like Plaintiff and the Class to pick up and deliver
13 packages ordered online from Amazon.com, to businesses and consumers
14 throughout California. Amazon’s Delivery Associate position was in existence for a
15 very short period of time, from mid-2018 through November 2020.

16 **C. The Class and PAGA Claims**

17 The Class is defined as all individuals employed by Amazon as Delivery
18 Associates in California any time during the January 23, 2016 through August 21,
19 2021 Class Period. SA, ¶ I.C. There are 4,983 Class Members employed 78,262 Pay
20 Periods² during the Class Period. *Id.* ¶1.H. Declaration of Diana M. Khoury
21 (“Khoury Decl.”) ¶12.

22 PAGA Members, a subgroup of the Class, are defined as all individuals
23 employed any time during the November 13, 2018 through August 21, 2021 PAGA
24 Period. (SA, ¶ I.Z.). There are 4,981 PAGA Members employed 77,657 Pay Periods
25 during the PAGA Period. Khoury Decl. ¶.13

26
27 _____
28 ² “Pay Period” is any workweek in which a Class Member was employed by
Defendant as a Delivery Associate in California during the Class Period.

1 **III. PROCEDURAL BACKGROUND**

2 On January 17, 2020, Plaintiff sent a letter to Amazon and to the California
3 Labor and Workforce Development Agency (“LWDA”) notifying them of his
4 intention to bring a representative action for civil penalties for various violations of
5 the California Labor Code, (“Labor Code”) as provided for by the Private Attorneys
6 General Act, (“PAGA”) Labor Code § 2698, *et seq.* Khoury Decl. ¶19.

7 On January 23, 2020, Plaintiff filed a class action complaint in the Los
8 Angeles County Superior, Case No. 20STCV02837 alleging Amazon violated the
9 Labor Code by failing to pay minimum and overtime wages owed; premium wages
10 for non-compliant, interrupted and on-duty meal and rest breaks; business-related
11 expenses for personal cell phone usage; timely final wages, and accurate wage
12 statements; and based on these violations, unlawful, unfair, and/or fraudulent
13 business practices. Khoury Decl. ¶20.

14 On March 23, 2020, Amazon removed the case on the basis of diversity
15 pursuant to the Class Action Fairness Act. Dkt 1. On March 30, 2020, Amazon
16 answered the complaint. Dkt 11. On March 31, 2020, the Court issued its Order
17 Setting Scheduling Conference set for June 18, 2020. Dkt 12. The Joint Rule 26(f)
18 Report was filed, after which the Court vacated the scheduling conference and set
19 deadlines for expert witness designation, discovery certification briefing, dispositive
20 motions, private mediation etc. Dkt 19. Khoury Decl. ¶21.

21 On July 28, 2020, a First Amended Class and Representative Action was filed
22 alleging additional civil penalties pursuant to PAGA, and adding Cohelan, Khoury
23 and Singer as co-counsel for Plaintiff and the putative Class. Dkt 24, 25. On August
24 17, 2020, Amazon filed its Amended Answer. Dkt 26. Khoury Decl. ¶22.

25 **IV. INVESTIGATION AND DISCOVERY**

26 On June 18, 2020, the Parties served their Initial Disclosures identifying their
27 respective positions, and potential witnesses possessing information relevant to the
28 claims alleged and documents, among other things. Khoury Decl. ¶23.

1 On September 4, 2020, Plaintiff served Amazon with two sets of Special
2 Interrogatories, Requests for Admission, Requests for Production of Documents,
3 and a deposition notice for Amazon's Person Most Knowledge pursuant to Fed. R.
4 Civ. P. 30(b)(6). Amazon served its answers and objections to all discovery on
5 October 28, 2020. Khoury Decl. ¶24. On March 10, 2021, Plaintiff was served with
6 Special Interrogatories and Requests for Production Documents. *Id.*

7 After several meet and confer efforts to obtain Class Member contact
8 information, and supplemental responses and documents from Amazon, the Parties
9 discussed the possibility of attending mediation and agreed to do so on a Class-wide
10 basis. To that end, pursuant to the Parties' stipulation, the Court entered a protective
11 order allowing Amazon to provide documents and information subject to
12 confidentiality protections. Dkt 35. Khoury Decl. ¶25.

13 To evaluate Amazon's liability exposure, Plaintiff's Counsel reviewed
14 documents produced by Amazon that included Plaintiff's personnel file containing
15 Amazon's employee handbook (eff. 2019), policies and procedure materials,
16 Plaintiff's time punch details, and Plaintiff's earnings statements, among other
17 relevant documents. Khoury Decl. ¶26.

18 For mediation, Amazon produced the estimated number of Class Members,
19 the number of former Class Members; the number of PAGA Members; the estimated
20 number of Class Pay Periods; the estimated number of PAGA Pay Periods; the
21 estimated number of shifts worked by the Class; the estimated average hourly rate;
22 the total premiums paid for non-compliant meal and rest breaks, and the fact that the
23 Delivery Associate position in California had existed from only mid-2018 through
24 November 2020. Khoury Decl. ¶27.

25 Amazon also produced the names and telephone numbers for 50 randomly
26 selected Delivery Associates. Based on a sample set of calls to and from Class
27 Members, Class Counsel obtained anecdotal information about the Delivery
28 Associates' job, hours worked in a shift, routes, duties, and responsibilities and the

1 obligations for package pick-up and delivery by the end of their workshifts; the types
2 of tasks performed pre-shift and post-shift; about whether they were able to take, on
3 eligible shifts, off-duty and uninterrupted meal and rest breaks; whether they were
4 compensated when they did not or could not take a compliant break; and whether
5 they were reimbursed for using their personal cell phones. Khoury Decl. ¶28.

6 **V. MEDIATION**

7 All information and data produced by Amazon as well as from Class Member
8 interviews were provided to Class Counsel's damages' consultant to review and
9 analyze, and to assist Class Counsel with the creation of a Class-wide damage model
10 for purposes of engaging in a meaningful and informed mediation. Khoury Decl.
11 ¶29.

12 On April 23, 2021, the Parties attended a day-long mediation conducted
13 virtually by Michael D. Young, a well-regarded, and experienced wage and hour
14 class action mediator facilitating the arms'-length negotiations. Khoury Decl. ¶30.
15 Taking all discussions and negotiations into consideration, the Parties reached
16 agreement on the principle terms of the proposed Settlement, and diligently
17 continued to negotiate the balance of the terms contained in the Agreement. Khoury
18 ¶31.

19 **VI. SUMMARY OF PRELIMINARILY APPROVED SETTLEMENT**

20 Following a full day of negotiations facilitated by an experienced mediator,
21 and evaluating the Class claims against Amazon's defenses, and risks of an adverse
22 ruling on certification, (See, Supplemental Brief in support of Preliminary Approval,
23 Dkt. 50), the Parties agreed the Action could be settled for the Gross Settlement
24 Amount of \$700,000 ("GSA"), no part of which may revert to Amazon under any
25 circumstances. In addition to the GSA, Amazon agreed to pay the employer-sided
26 taxes due on the portion of the Class Members' Settlement Payments allocated to
27 wages. SA, ¶I.Q. The GSA includes, subject to the Court's approval: (a) attorneys'
28

1 fees of \$233,333.33³ to compensate Class Counsel for work performed and
2 remaining to be performed in securing final Court approval, and litigation expenses
3 of \$10,133.76 (estimated at \$12,500); (c) a Class Representative Service Payment
4 of \$10,000 in consideration of Plaintiff's prosecution of the Action, service as the
5 sole representative for the Class, work performed, risks undertaken for the payment
6 of costs, benefits conferred on absent Class Members, and a general release;
7 (d) administration expenses to Simpluris, Inc., of \$25,000, and (e) a PAGA Civil
8 Penalty Payment of \$50,000 of which \$37,500 (75%) would be paid pursuant to
9 PAGA to the LWDA and \$12,500 (25%) would be distributed proportionately to all
10 PAGA Members. SA, ¶ III. A. B.; Khoury Decl. ¶10.

11 After all Court-approved deductions from the GSA, the remaining Net
12 Settlement Amount ("NSA") estimated at \$371,532.91 will be distributed entirely to
13 Participating Class Members on a proportionate basis without the need to return a
14 claim form. SA, III. A, Khoury Decl. ¶11.

15 **A. Preliminary Approval and Notice to the Class**

16 On August 9, 2021, Plaintiff moved for Preliminary Approval. Dkt. 46. On
17 October 1, 2021, the Parties appeared before the Court on Plaintiff's Preliminary
18 Approval Motion, after which the hearing was continued to October 22, 2021, to
19 allow the Parties to file a supplemental brief by October 12, 2021. Dkt. 48. The
20 Court requested additional briefing regarding the reasonableness of the Settlement
21 considerations, undelivered notice packets, Plaintiff's Counsel's estimated hours
22 and lodestar, and Plaintiff's estimated time devoted to this litigation. Khoury Decl.
23 ¶32. On October 12, 2021, the Joint Supplemental Brief was filed, after which the
24 Court vacated the hearing, and granted the Preliminary Approval Motion. Dkts. 50-
25

26 ³ Plaintiff consented in writing to attorneys' fees of up to one-third percent of any
27 recovery to be distributed to Plaintiff's Counsel: 60% to Cohelan, Khoury & Singer,
28 20% to The Phelps Law Group, and 20% to The Carter Law Firm. Khoury Decl.
¶15.

53. The Court found on a preliminary basis that: (a) the Settlement was fair, adequate and within the range of reasonableness which could ultimately be given final approval by this Court; and that (b) the Settlement Agreement was presumptively valid, subject only to objections that may be raised at the Final Approval Hearing. Dkt. 53. Khoury Decl. ¶33. The Court preliminarily approved Plaintiff Luben Romanov as the Class Representative, Simpluris as the Administrator, Cohelan, Khoury & Singer, The Carter Law Firm, and the Phelps Law Group as Class Counsel, and approved the Notice of Class Action Settlement, and the method of dissemination to the Class. *Id.*

On December 10, 2021 the Notice of Class Action Settlement, Change of Address form and pre-printed return envelope (“Notice Packet”) were mailed to all Class Members giving them through February 8, 2022 to postmark and return requests for exclusion, disputes of the information on which Settlement Payments would be calculated, and written objections (although Class Members may appear at the Final Approval Hearing without written objections). Simpluris Decl. ¶¶8,10; Khoury Decl. ¶34. An extended deadline of February 28, 2022 was provided to those whose Notice Packets were returned as undelivered, and remailed to an updated mailing address. Through the present, no objections, disputes, or requests for exclusion have been returned to the Administrator. Simpluris Decl. ¶¶11, 12; Khoury Decl. ¶35.

VII. THE REQUESTED ATTORNEYS’ FEES, LITIGATION COSTS, AND CLASS REPRESENTATIVE SERVICE PAYMENT AND ADMINISTRATION COSTS ARE REASONABLE AND SHOULD BE AWARDED

A. Attorneys’ Fees Calculated as a Percentage of the Common Fund Is Warranted Under California and Federal Law

In a certified class action, the court may award reasonable attorney’s fees and non-taxable costs that are authorized by law or by the parties’ agreement.” Fed. R. Civ. Proc. 23(h). “Despite its primacy, the lodestar method is not necessarily utilized

1 in common fund cases.” *Lealao v. Beneficial California, Inc.*, (2000) 82 Cal.App.4th
2 19, 27.

3 In a diversity action under the Class Action Fairness Act, federal courts apply
4 state law to determine the right to fees and the method of calculating them. See
5 *Vizcaino v. Microsoft Corp.*, 290 F.3d 1043, 1047 (9th Cir. 2002). Under California
6 law, “[w]hen a number of persons are entitled in common to a specific fund, and an
7 action brought by a plaintiff...for the benefit of all results in the creation...of that
8 fund, such plaintiff...may be awarded attorney’s fees out of the fund.” See *21st*
9 *Century Ins. Co. v. Sup. Ct.*, 47 Cal.4th 511, 520 (2009).

10 In awarding attorneys’ fees from a common fund, California courts generally
11 award a percentage of the fund, subject to considerations of reasonableness. The
12 California Supreme Court confirmed the percentage-of-the-fund method in class
13 action cases when approving one-third of the gross settlement equal to a multiplier
14 of 2.03 to 2.13 on class counsel’s lodestar. *Laffitte v. Robert Half Int’l, Inc.*, 1 Cal.5th
15 480, 506 (2016).

16 Ninth Circuit district courts generally award attorney fees based on a
17 percentage of the common fund. See *In re Bluetooth Headset Prods. Liab. Litig.*,
18 654 F.3d 935, 942 (9th Cir. 2011) (“Because the benefit to the class is easily
19 quantified in common-fund settlements, we have allowed courts to award attorneys
20 a percentage of the common fund”). “[T]he primary basis of the fee award remains
21 the percentage method...” *Vizcaino, supra*, 290 F.3d at 1050; see also *Aichele v.*
22 *City of Los Angeles*, No. 2:12-cv-10863-DMG-FFM, 2015 U.S. Dist. LEXIS
23 120225, at *15-16 (C.D. Cal. Sept. 9, 2015) (noting district courts have shifted to
24 the percentage method in class actions). “[T]he percentage-of-the-fund method is
25 appropriate where—as here—the amount of the settlement is fixed without any
26 reversionary payment to the defendant.” *Thieriot v. Celtic Ins. Co.* (N.D. Cal. Apr.
27 21, 2011, No. C 10-04462 LB) 2011 U.S.Dist.LEXIS 44852, at *15.

28 ///

1 **B. The Requested Attorneys’ Fee Award is Warranted**

2 The Supreme Court has consistently recognized that “a litigant or lawyer who
3 recovers a fund for the benefit of persons other than himself or his client is entitled
4 to a reasonable attorney’s fee from the fund as a whole.” *Boeing Co. v. Van Gemert*,
5 444 U.S. 472, 478 (1980); *Mills v. Auto-Lite Co.*, 396 U.S. 375, 392-93 (1970). The
6 common fund doctrine is a well-recognized exception to the general American rule
7 that a litigant must bear his or her own attorney’s fees. *Alyeska Pipeline Serv. Co. v.*
8 *Wilderness Soc’y*, 421 U.S. 240, 257-58 (1975).

9 The Ninth Circuit established a “benchmark” of 25% of the common fund for
10 attorneys’ fees, but “in cases under \$10 million, the awards more frequently will
11 exceed the 25% benchmark, and indeed go above 30%.” *Aichele v. City of L.A.*,
12 *supra* at *17; *Knight v. Red Door Salons, Inc.*, No. 08-01520 SC, 2009 U.S. Dist.
13 LEXIS at *17 (N.D. Cal. Feb. 2, 2009) (most fee awards in class actions average
14 around one-third of the recovery)”. See, *Romero v. Producers Dairy Foods, Inc.*, No.
15 05-0484, 2007 U.S. Dist. Lexis 86270 (E.D. Cal. Nov. 2007), (“[F]ee awards in class
16 actions average around one-third of the recovery.”), See also *5 Newberg on Class*
17 *Actions* at § 15.73 (5th ed. 2015) (noting studies showing whether percentage or
18 lodestar method is used, class action fee awards average “around one-third of the
19 recovery.” District courts in the Ninth Circuit routinely approve fee awards in wage
20 and hour cases above the 25% benchmark.

21 Courts often look to fees awarded in comparable cases to determine if the fee
22 requested is reasonable. *Vizcaino, supra*, 290 F.3d p. 1050 (fn.4). In similar cases,
23 California District Courts in the Ninth Circuit and state courts have awarded
24 attorneys’ fees in amounts equal to or greater than the amount sought here. See, e.g.,
25 *Gomez v. USF Reddaway, Inc.*, (C.D.Cal. Sep. 21, 2020, No. LA CV16-05572 JAK
26 (FFMx)) 2020 U.S.Dist.LEXIS 172911 (finding 33-1/3% reasonable in a wage and
27 hour class action settlement); *Stuart v. RadioShack Corp.* (N.D.Cal. Aug. 9, 2010,
28 No. C-07-4499 EMC) 2010 U.S.Dist.LEXIS 92067) (finding 33% fee award “well

1 within the range of percentages which courts have upheld as reasonable in other class
2 action lawsuits”; *Barbosa v. Cargill Meat Solutions Corp.* (E.D.Cal. July 2, 2013)
3 297 F.R.D. 431, (awarding 33-1/3% of the \$1,290,000 common fund, and
4 identifying other cases where similar fee awards were granted); *Vasquez v. Coast*
5 *Valley Roofing, Inc.*, 266 F.R.D. 482 (E.D. Cal. 2010) (approving attorney’s fee
6 award of 33.3% of the common fund of in a wage and hour putative class action
7 settlement); *Benitez v. Western Milling, LLC* (E.D.Cal. June 19, 2020, No. 1:18-cv-
8 01484-SKO) 2020 U.S.Dist.LEXIS 108900, finding 33-1/3% of the \$650,000
9 common fund reasonable); *Beaver v. Tarsadia Hotels* (S.D.Cal. Sep. 28, 2017, No.
10 11-cv-01842-GPC-KSC) 2017 U.S.Dist.LEXIS 160214 (approving a fee award of
11 one-third of the \$51,150,000 settlement fund in a class action settlement); *McGrath*
12 *v. Wyndham Resort Dev. Corp.* 2018 U.S. Dist. LEXIS 16095 (S.D. Cal. Jan. 31,
13 2018) awarding one-third of the \$7,250,000 common fund in a pre-certification
14 wage and hour class action settlement; *Birch v. Office Depot, Inc.*, No. 06 CV 1690
15 DMS (WMC), 2007 U.S. Dist. LEXIS 102747 (S.D. Cal. September 28, 2007)
16 (attorneys’ fee award of 40% of \$16,000,000 settlement in pre-certification meal and
17 rest period class action); *Rippee v. Bos. Mkt. Corp.*, No. 05cv1359 BTM(JMA), 2006
18 U.S. Dist. LEXIS 101136 (S.D. Cal. October 10, 2006) (attorneys’ fee award of 40%
19 of \$3,750,000 wage and hour class action settlement); *Watson v. Raytheon*
20 *Company*, USDC Southern District, Case No. CV-10-cv-00634 LAB (RBB) (S.D.
21 Cal. March 7, 2011) (33-1/3% in \$2,000,000 settlement in certified misclassification
22 class action); *Dirienzo v. Dunbar Armored, Inc.*, No. 09 cv 2745 DMS (JMA), 2011
23 U.S. Dist. LEXIS 166615 (S.D. Cal. August 5, 2011) (33-1/3% of \$1,500,000
24 settlement in pre-certification reimbursement, rest and meal period class action);
25 *Green, et al. v. Penske Logistics, L.L.C., et al.*, USDC Southern District, Case No.
26 CV-09-0069 DMS (CAB) (S.D. Cal. May 28, 2010) (33% of \$500,000 settlement in
27 pre-certification wage and hour class action).

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1 This District Court has observed that,

2 “... courts have awarded fees that constituted one-third of the common
3 fund in similar cases. See *Cicero v. DirecTV, Inc.*, EDCV 07-1182,
4 2010 WL 2991486 (C.D. Cal. July 27, 2010) (“California cases in
5 which the common fund is small, tend to award attorneys’ fees above
6 the 25% benchmark **More particularly, a review of California
7 cases in other districts reveals that courts usually award attorneys’
8 fees in the 30-40% range in wage and hour class actions that result
9 in recovery of a common fund under \$10 million.**”); *Craft v. County
10 of San Bernardino*, 624 F. Supp.2d 1113, 1127 (C.D. Cal. 2008)
11 (attorneys’ fees for large fund cases are typically under 25% and cases
12 below \$10 million are often more than the 25% benchmark).”

13 *Raziano v. Albertson's LLC* (C.D.Cal. Feb. 8, 2021, No. LA CV19-004373 JAK
14 (ASx)), 2021 U.S.Dist.LEXIS 150463, emphasis added.

15 In making the determination as to whether the *circumstances* of a class action
16 case justify an adjustment of the benchmark, courts often consider the following
17 factors: (1) result obtained for the class; (2) effort expended by counsel; (3) counsel’s
18 experience; (4) counsel’s skill; (5) complexity of issues; (6) risks of nonpayment
19 assumed by counsel; (7) reaction of the class; and, (8) comparison with counsel’s
20 lodestar. See *Fernandez v. Victoria Secret Stores* (C.D.Cal. July 21, 2008, No. CV
21 06-04149-MMM(SHx)) 2008 U.S.Dist.LEXIS 123546, at *15.

22 Class Counsel here seek an upward adjustment of the benchmark, to one-third
23 of the common fund based on: (1) the monetary recovery obtained for the Class; (2)
24 Class Counsel’s efforts in zealously and successfully prosecuting this case; (3) Class
25 Counsel’s wage and hour class action experience and the skill demonstrated; (4) the
26 novelty and complexity of the issues in this litigation; (5) the significant risk of non-
27 payment due to Class Counsel’s purely contingent representation, while incurring
28 significant out-of-pocket costs for two years; and (6) the lack of any objections to
the settlement, including to Class Counsel’s fee request. Khoury Decl. ¶36.

29 **1. The Results Achieved Support the Fee Request**

30 The most important factor to consider in granting a fee award is the success
31 obtained. *In re Heritage Bond Litig. v. U.S. Trust Co. of Tex., N.A.*, No. 02-ML-1475
32 (RCx), 2005 U.S. Dist. LEXIS 13627, at *27 (C.D. Cal. June 10, 2005) (*citing*

1 *Hensley v. Eckerhart*, 461 U.S. 424 (1983)). In the face of the risks and uncertainties
2 associated with continued litigation of Plaintiff’s claims, and Amazon’s vigorous
3 denials and affirmative defenses⁴, Class Counsel successfully negotiated a common
4 fund of \$700,000 for the benefit of the Class. Following final approval and the
5 effective date of Settlement, certain and fair payments will be issued to the Class
6 because of Plaintiff’s and Class Counsel’s efforts, without which the Class would
7 have received nothing. Khoury Decl. ¶37.

8 Settlements are not to be judged against a speculative measure of what might
9 have been achieved, nor must a settlement provide 100% of the damages sought to
10 be fair and reasonable. *Linney v. Cellular Alaska Pshp*, 151 F.3d 1234, 1242 (9th
11 Cir. 1998). *In re Mego Fin. Corp. Sec. Litig.*, 213 F. 3d 454, 459 (9th Cir. 2000). The
12 adequacy of the amount recovered must be judged as “a yielding of
13 absolutes...Naturally, the agreement reached normally embodies a compromise; in
14 exchange for the saving of cost and elimination of risk, the parties each give up
15 something they might have won had they proceeded with litigation ...” *Officers for*
16 *Justice v. Civil Serv. Comm’n. of the City and County of San Francisco*, 688 F.2d
17 615, 624 (9th Cir. 1982) (citation omitted), “[I]t is well-settled law that a cash
18 settlement amounting to only a fraction of the potential recovery does not ... render
19 the settlement inadequate or unfair.” *Id.* at 628.

20 Class Counsel submits the Settlement provides a fair recovery for the Class in
21 light of Amazon’s affirmative defenses which create a significant possibility Class
22 claims would not be certified or would fail on the merits. Analysis of this factor
23 militates heavily in favor of approving the fee request. See, Dkt. 50. Khoury Decl.
24 ¶38.

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27 _____

28 ⁴ See, Joint Supplemental Brief for full discussion. Dkt. 50.

2. The Risks of Litigation, Skill Required, and Quality of Representation

Class Counsel believe the proposed Settlement is in the Class' best interest based on detailed knowledge of the factual and legal strengths and weaknesses of Plaintiff's case, and the risks, expense, complexity and likely duration of further litigation, i.e., adverse class certification, decertification, summary judgment, and loss or a lesser outcome at trial, post-trial, and appeal, and other perils of litigation affecting the value of all claims. Khoury Decl. ¶39.

Plaintiff may have a meritorious case, but Amazon represented it would continue to vigorously contest the validity of the main claims in the same manner it has since the inception of the case, asserting Plaintiff faced significant obstacles in obtaining certification of his off-the-clock claim because contemporaneous records do not exist, as well as the need for individualized inquiry due to the variance between Plaintiff and the Class' experiences. Amazon also contends Plaintiff's claims for non-compliant rest and meal breaks also fail because Amazon provided Class Members with written rest and meal break policies directing them to take timely, duty-free meal and rest breaks, as well the fact that Amazon paid premiums of \$1,124,696 to the Class for non-compliant breaks. Khoury Decl. ¶40.

Amazon asserts the obstacles in obtaining and maintaining certification are all the greater given the United States Supreme Court's rulings in *Wal-Mart, Inc. v. Dukes*, 131 S. Ct. 2541 (2011) ("*Dukes*"), and *Comcast Corp. v. Behrend*, 133 S. Ct. 1426 (2013). As a result of *Dukes* and *Comcast*, along with many other cases, Amazon asserts Plaintiff could not obtain certification outside of the settlement context.

While Class Counsel strongly believe in the merits of the claims and asserts Plaintiff could have overcome Amazon's opposition and hurdles, the issues presented a high degree of litigation risk, particularly in light of the defenses asserted. *See In re Mfrs. Life. Co. Premium Litig.*, MDL No. 1109, 1998 U.S. Lexis

1 23217, at *17 (S.D. Cal. Dec. 18, 1998) (“even if it is assumed that a successful
2 outcome for plaintiffs at summary judgment or at trial would yield a greater recovery
3 than the Settlement – which is not at all apparent – there is easily enough uncertainty
4 in the mix to support settling the dispute rather than risking no recovery in future
5 proceedings”) (citation omitted).

6 It is beyond question that Plaintiff faced some formidable defenses to liability
7 and hurdles to prove damages, but it was the skill of experienced wage and hour
8 class action law firms, such as Class Counsel, that obtained a substantial settlement
9 recovery for the Class early in the litigation. The “prosecution and management of a
10 ... class action requires unique legal skills and abilities.” *In re Heritage Bond*, 2005
11 U.S. Dist. LEXIS 13627, at *39 (citation omitted).

12 In summary, although Plaintiff believes his claims have merit, he nevertheless
13 recognizes the outcome of any litigation is rarely certain. And even if Plaintiff had
14 prevailed, the odds of a favorable verdict being reversed on appeal are not remote
15 enough to ignore. *West Virginia v. Chas. Pfizer & Co.*, 314 F. Supp. 710, 743-44
16 (S.D.N.Y. 1970) (“[i]t is known from past experience that no matter how confident
17 one may be of the outcome of litigation, such confidence is often misplaced”), *aff’d*,
18 440 F.2d 1079 (2d Cir. 1971); *Berkey Photo, Inc. v. Eastman Kodak Co.*, 603 F.2d
19 263 (2d Cir. 1979) (reversing \$87 million judgment after trial); *Trans World*
20 *Airlines, Inc. v. Hughes*, 312 F. Supp. 478 (S.D.N.Y. 1970), *modified*, 449 F.2d 51
21 (2d Cir. 1971), *rev’d*, 409 U.S. 363 (1973) (overturning \$145 million judgment after
22 years of appeals). Khoury Decl. ¶41.

23 **3. Class Counsel’s Experience and Skill Support the Fee Award**

24 Class Counsel have significant wage and hour and class action experience.
25 Counsel have been appointed Class Counsel in over two hundred cases, and
26 successfully certified classes in numerous contested motions for certification.
27 Khoury Decl. ¶¶3-9, 42; Phelps Decl. ¶¶7-9; Carter Decl. ¶¶6-14. Class Counsel
28 vigilantly safeguarded the interests of the Class by thoroughly investigating the

1 claims, conducted formal and informal discovery, interviewed Class Members, and
2 prepared this case for mediation, by entering into a stipulative protective order to
3 obtain the necessary information and data to create a Class-wide damage model,
4 retained a damages' consultant, and attended a day-long mediation facilitated by an
5 experienced wage and hour mediator, and then settled the claims for valuable
6 consideration despite the serious challenges described here, and in the Joint
7 Supplemental Brief. Khoury Decl. ¶43. "All class counsel are qualified, experienced,
8 and skilled attorneys," which "weighs in favor of a generous fee award." See
9 *Fernandez v. Victoria Secret Stores, LLC*, Case No. CV 06-04149 MMM (SHx),
10 2008 U.S.Dist.LEXIS 123546, at *44.

11 **4. The Risk of Non-Payment Existed at All Times**

12 Plaintiff faced great risks in this litigation, including: (1) denial of
13 certification; (2) if certification obtained, of decertification; (3) summary judgment
14 or adjudication; (4) the need for a unanimous jury; (5) the possibility of an
15 unfavorable, or less favorable, result at trial; (6) the possibility post-trial motions
16 may result in an unfavorable, or less favorable, result than trial; and, (7) the
17 possibility of an unfavorable, or less favorable result on appeal. Khoury Decl. ¶44.
18 While Plaintiff believes in the strength of the claims, Amazon's defenses created a
19 possibility class claims would not be certified or would fail on the merits. Khoury
20 Decl. ¶45.

21 "A contingent fee must be higher than a fee for the same legal services paid
22 as they are performed. The contingent fee compensates the lawyer not only for the
23 legal services he renders but for the loan of those services." *Graham v.*
24 *DaimlerChrysler Corp.*, 34 Cal.4th 553, 580 (2004). Class Counsel undertook all
25 risks of this litigation on a contingent basis. Khoury Decl. ¶46; Carter Decl. ¶17;
26 Phelps Decl. ¶14.

27 Class Counsel accepted the risks of dispositive motions, obtaining (and
28 maintaining) certification, proving liability and damages at trial, and surviving post-

1 trial motions and appeals that could take years to conclude. They have litigated the
2 case for two years, and faced the possibility of litigation for many more years,
3 incurring hundreds of thousands of dollars in attorney and staff time and costs,
4 without pay or reimbursement. To meet their responsibility to the Class, Class
5 Counsel had to assure at all times they had sufficient resources to prosecute this
6 action. Khoury Decl. ¶46.

7 Many contingent fee cases result in no compensation to Plaintiff's counsel
8 because cases are dismissed at the pleadings stage, lost at certification, summary
9 judgment or after a trial on the merits, or reversed on appeal. Many hard-fought
10 lawsuits ultimately produce no fee because of discovery of facts unknown when the
11 case was commenced, changes in the law while the case is pending or decisions of
12 judges or juries following a trial on the merits, despite tremendous efforts by
13 Plaintiff's counsel. Khoury Decl. ¶47.

14 Unlike counsel for Defendants who are typically paid a fair-market hourly rate
15 and paid regularly, Class Counsel has received no compensation for their services in
16 prosecuting this case for two years nor have they received reimbursement of their
17 expenses of over \$10,000 to prosecute the case. The significant outlay of cash and
18 personnel resources has been completely at risk and wholly dependent upon
19 obtaining a recovery for the Class. In this atmosphere, the contingent nature of the
20 representation takes on an even greater risk and fully warrants judicial approval of
21 the fee request before the Court. Khoury Decl. ¶48.

22 Because there is a genuine risk Class Counsel would not be compensated for
23 their work or reimbursed for their expenses, the requested fee is appropriate. *See*
24 *Barbosa v. Cargill Meat Solutions Corp.*, 297 F.R.D. 431, 449 (E.D. Cal. 2013),
25 (“Like this case, where recovery is uncertain, an award of one-third of the common
26 fund as attorneys’ fees has been found to be appropriate”); (*Murillo v. Pac. Gas &*
27 *Elec. Co.* (E.D.Cal. July 20, 2010) 2010 U.S.Dist.LEXIS 73427, at *32) (“Fee
28 enhancements in contingency cases exist to compensate for the risk of loss inherent

1 in such cases and create financial incentives for attorneys to take cases to protect
2 important rights and goals, such as fair labor standards”); *Ketchum v. Moses*, 24
3 Cal.4th 1122, 1132-33 (2001) (“A lawyer who both bears the risk of not being paid
4 and provides legal services is not receiving the fair market value of his work if he is
5 only paid for the second of these functions. If he is paid no more, competent counsel
6 will be reluctant to accept fee award cases.”), *Bayat v. Bank of the West* (N.D.Cal.
7 Apr. 15, 2015, No. C-13-2376 EMC) 2015 U.S.Dist.LEXIS 50416, at *30) (Chen,
8 J.) (“The Court also believes that some positive multiplier is appropriate in this case
9 given the efficiency with which class counsel litigated this action and the contingent
10 nature of the recovery.”).

11 District courts within the Ninth Circuit recognize “[t]he rationale behind
12 awarding a percentage of the fund to counsel in common fund cases is the same that
13 justifies permitting contingency fee arrangements in general.” *In re Quantum Health*
14 *Resources, Inc. Sec. Litig.*, 962 F. Supp. at 1257 citing *Skelton v. General Motors*
15 *Corp.*, 860 F. 2d 250, 252 (7th Cir. 1988). “The underlying premise is the existence
16 of risk—the contingent risk of non-payment.” *In re Quantum Health Resources, Inc.*,
17 *supra* at 1257. “Because payment is contingent upon receiving a favorable result for
18 the class, an attorney should be compensated both for services rendered and for the
19 risk of loss or nonpayment assumed by accepting and prosecuting the case.” *Id.*,
20 *citing*, 1 Alba Conte, Attorney Fee Awards (3d ed. 2004) § 1.09.

21 **5. Class Members’ Reaction to the Settlement is Positive**

22 Notice Packets were mailed to all Class Members on December 10, 2021,
23 requiring requests for exclusion, disputes and written objections to be postmarked
24 by February 8, 2022, and by February 28, 2022 if the Notice Packets were remailed.
25 The Class Notice informed the Class of their rights, among other things, and of Class
26 Counsel’s request for attorneys’ fees of one-third of the GSA and litigation costs,
27 and of the requested \$10,000 Class Representative Service Payment. Through the
28 present, not a single Class Member has requested exclusion, submitted a dispute, or

1 returned a written objection as to any term of the Settlement. These facts strongly
2 support the requested fee award. See, e.g., *Thieriot v. Celtic Ins. Co.* (N.D.Cal. Apr.
3 21, 2011, No. C 10-04462 LB) 2011 U.S.Dist.LEXIS 44852, at *17 (“The fact that
4 no members of the 390-person class objected to the proposed 33% fee award—which
5 was also communicated in the notice—supports an increase in the benchmark rate”).

6 **C. An Optional Lodestar Cross-Check Confirms the Reasonableness**
7 **of the Requested Fee**

8 Although not required, courts using the common fund approach can also
9 perform a lodestar “cross-check” on the reasonableness of the requested percentage
10 award. *Vizcaino, supra*, 290 F.3d pp. 1050-51.

11 When the cross-check is used, the “calculation need entail neither
12 mathematical precision nor bean-counting” and is not intended to be a “full-blown
13 lodestar inquiry.” As Eastern District decisions state, “Where the use of the lodestar
14 method is used as a cross-check, it can be performed with a less exhaustive
15 cataloguing and review of counsel’s hours.” *Barbosa v. Cargill Meat Solutions*
16 *Corp.*, 297 F.R.D. 431, 451 (E.D. Cal. July 2, 2013); see also *Laffitte*, 1 Cal.5th at
17 505. (“Courts generally have not been required to closely scrutinize each claimed
18 attorney-hour, but have instead used information on attorney time spent to ‘focus on
19 the general question of whether the fee award appropriately reflects the degree of
20 time and effort expended by the attorneys.’” [citations omitted]).

21 The lodestar method is calculated by multiplying the number of hours
22 reasonably expended on the litigation by a reasonable hourly rate. *In re Bluetooth*
23 *Headset Products Liab. Litig.*, 654 F.3d at 941. A reasonable hourly rate is the
24 prevailing rate charged by attorneys of similar skill and experience in the relevant
25 community. *PLCM Group, Inc. v. Drexler* (2000) 22 Cal. 4th 1084, 1095; *Hopson*
26 *v. Hanesbrands Inc.* (N.D. Cal. Apr. 3, 2009) 2009 U.S. Dist. LEXIS 33900. Courts
27 may adjust the lodestar figure upward by using a positive multiplier to reflect
28 numerous “reasonableness” factors, including the (1) quality of representation, (2)

1 class benefits, (3) complexity and novelty of issues presented, and (4) risk of
2 nonpayment. *Id.* State and federal courts often grant multipliers of four or more. *See*,
3 *Vizcaino*, 290 F.3d at 1051 (“[M]ultipliers ranging from one to four are frequently
4 awarded in common fund cases when the lodestar method is applied.”).

5 Courts properly rely on declarations by counsel to determine lodestar.
6 *Concepcion v. Amscan Holdings, Inc.* (2014) 223 Cal.App.4th 1309, 1324
7 (“Declarations of counsel setting forth the reasonable hourly rate, the number of
8 hours worked and the tasks performed are sufficient.”); *Wershba v. Apple*
9 *Computers, Inc.*, 91 Cal.App.4th 224, 255 (2001) (“[P]laintiffs’ attorneys submitted
10 declarations evidencing the reasonable hourly rate for their services and establishing
11 the number of hours spent working on the case ... California law permits fee awards
12 in the absence of detailed time sheets.” [citations omitted]); *Dunk v. Ford Motor Co.*
13 (1996) 48 Cal.App.4th 1794, 1810 (lodestar calculation may be based on counsel’s
14 estimate of time spent).

15 The court then enhances the lodestar by a “multiplier” to account for a range
16 of factors, such as the novelty and difficulty of the case, its contingent nature, and
17 the degree of success achieved. *Serrano v. Priest* (1977) 20 Cal.3d 25, 34, 49
18 (*Serrano III*); see also *Ketchum, supra*, 24 Cal.4th at 1132–1136.

19 To bring this matter to final approval, Class Counsel will have worked 476.9⁵
20 hours for a lodestar of \$324,579.50 based on current market rates, which have been
21 approved by state and federal courts. Khoury Decl. ¶¶18, 49, 51, Ex. 1 - Consolidated
22 Summary of Lodestar and Costs (All Attorneys), Ex. 2 –Time Records; Carter Decl.
23 ¶18 - Ex. B Time Records; Phelps Decl. ¶15, Ex. A – Time Records. All of the work
24

25 ⁵ Which include 444.4 hours through the present, and an anticipated 32.5 hours to
26 draft the Motion for Final Approval, interact with the Simpluris regarding its final
27 declaration, resolve opt outs, and disputed claims, prepare for and attend the Final
28 Approval Hearing, and upon Final Approval, interact with Defense counsel and
Simpluris to approve settlement payment documents and mailing of settlement
checks, respond to Class Member inquiries, handle uncashed checks, etc. Khoury
Decl. ¶50.

1 performed by Class Counsel to secure the Settlement was reasonable and necessary.
2 This effort is reflected in the results achieved for the Class. Khoury Decl. ¶49.

3 Although a multiplier of Class Counsel's lodestar fee would be warranted, it
4 is not necessary as the lodestar fee greatly exceeds the amount sought. Khoury Decl.
5 ¶49. The requested fee results in a so-called "negative multiplier" which "suggests
6 that the negotiated fee award is a reasonable and fair valuation of the services
7 rendered to the class." *Chun-Hoon v. McKee Foods Corp.*, 716 F.Supp.2d 848, 854
8 (N.D. Cal. 2010).

9 **1. Class Counsel's Hourly Rates Are Reasonable**

10 Class Counsel is entitled to hourly rates charged by attorneys of comparable
11 experience, reputation, and ability for similar litigation. *Ketchum, supra*, at 24
12 Cal.4th 1133; *Children's Hospital and Med. Center v. Bonta*, 97 Cal. App. 4th 740,
13 783 (2002) (affirming rates as "within the range of reasonable rates charged by and
14 judicially awarded comparable attorneys for comparable work"). When determining
15 reasonable hourly rates, Courts may consider the attorney's skill and experience, the
16 nature of the work performed, and the relevant area of expertise and the attorney's
17 customary billing rates. *Flannery v. California Highway Patrol*, 61 Cal. App. 4th
18 629, 632 (1998). Prior awards of counsel's rates are strong evidence of
19 reasonableness. *See Margolin v. Regional Planning Commission*, 134 Cal.App.3d
20 999, 1005 (1982).

21 Class Counsel's skill and experience support their hourly rates, and are in line
22 with rates typically approved in wage and hour class action litigation in California
23 and have been approved by state and federal courts in California. Khoury Decl. ¶¶
24 3-9, 51; Carter Decl. ¶¶6-14; Phelps Decl. ¶¶6-8. Class Counsel's practice is limited
25 exclusively to litigating class actions on behalf of consumers and wage and hour
26 employees, and have been appointed Class Counsel or co-Class Counsel in over 200
27 such cases. Khoury Decl. ¶¶3, 8, 9, 52; Carter Decl. ¶¶6-14; and Phelps Decl. ¶¶7-
28 8. As leading attorneys in the field, Class Counsel continually monitors prevailing

1 market rates of defense and plaintiff law firms and sets the billing rates to follow
2 those attorneys and staff of comparable skill, qualifications and experience. Other
3 wage and hour attorneys working as Class Counsel before California courts charge
4 comparable if not higher rates. Khoury Decl. ¶53, Ex. 3 - 2014 National Law Journal
5 survey of hourly billing rates for Partners and Associates.

6 **D. The Litigation Expenses Are Reasonable**

7 “There is no doubt that an attorney who has created a common fund for the
8 benefit of the class is entitled to reimbursement of reasonable litigation expenses
9 from that fund.” *West v. Circle K Stores, Inc.*, No. Civ. S-04-0438, 2006 U.S. Dist.
10 LEXIS 76558, at *25 (E.D. Cal. Oct. 19, 2006).

11 The Settlement provides for reimbursement of costs up to \$12,500. Class
12 Counsel’s litigation expenses to date total \$10,133.76. Khoury Decl. ¶54, Ex. 4 -
13 Itemized Costs; Carter Decl. ¶16, Ex. A – Itemized Costs; Phelps’ Decl. ¶16. These
14 expenses were reasonable and necessary to represent the Class and may be
15 reimbursed from the common fund. *See Harris v. Marhoefer*, 24 F.3d 16, 19 (9th
16 Cir. 1994); *In Re DJ Orthopedics, Inc. Secs. Litig.*, No. 01-CV-2238-K (RBB), 2004
17 U.S. Dist. LEXIS 11457, at *21 (S.D. Cal. June 21, 2004).

18 **E. Settlement Administration Expenses Are Reasonable**

19 Class Counsel seek payment of \$25,000 to Simpluris for its work in noticing
20 the Class, and administration of the Settlement as described in its declaration filed
21 herewith, and as set forth in the Settlement Agreement. The Parties have no
22 objection to this payment, and no objections have been asserted by any Class
23 Member. Khoury Decl. ¶55.

24 **F. Class Representative Service Payment**

25 “[A] class representative is entitled to a fee in a California class action.”
26 *Cellphone Termination Fee Cases*, 186 Cal. App. 4th 1380, 1394 (2010). Service
27 payments “compensate class representatives for work done on behalf of the class,
28 [and] make up for financial or reputational risk undertaken in bringing the action.”

1 *Id.*

2 Plaintiffs “should be compensated for the expense or risk they have incurred
3 in conferring a benefit on other members of the class.” *Clark v. Am. Residential*
4 *Services LLC*, 175 Cal. App. 4th 785, 806 (2009). Factors to be considered in
5 granting a service award include: [A]ctions the plaintiff has taken to protect the
6 interests of the class, the degree to which the class has benefitted from those actions,
7 and the amount of time and effort the plaintiff expended in pursuing the litigation
8 [as well as] the risk to the class representative in commencing suit, both financial
9 and otherwise, the notoriety and personal difficulties encountered by the class
10 representative, the duration of the litigation, and the personal benefit (or lack thereof)
11 enjoyed by the class representative as a result of the litigation.” *Id.* at 804.

12 In January, 2020 Plaintiff came forward to represent the interests of a Class
13 of Amazon.com delivery drivers who like himself, did not receive wages for all off-
14 the-clock work, receive compliant meal and rest breaks or premiums for failed
15 breaks, or reimbursement for use of their personal cell phone. See, Declaration of
16 Luben Romanov filed in support of preliminary approval, Dkt. 46-12, and Phelps
17 Decl. ¶¶11, 13.

18 Plaintiff spent considerable time pursuing the litigation. Phelps Decl. ¶13. By
19 bringing this action, Plaintiff has risked loss of future employment opportunities
20 because prospective employers may conduct background checks to determine if
21 applicants have filed lawsuits and some employers may consider filing a class action
22 costing his former employer hundreds of thousands of dollars a disqualifying factor.
23 Khoury Decl. ¶56.

24 Unlike other Class Members, Plaintiff faced the financial risk of a judgment
25 entered for costs had Amazon prevailed in this litigation. Khoury Decl. ¶57. The risk
26 of judgment entered for Amazon’s costs alone, is sufficient to support Plaintiff’s
27 service payment request. *Earley v. Superior Court* (2000) 79 Cal.App.4th 1420,
28 1433-34.

1 Plaintiff's efforts throughout the litigation demonstrate commitment to the
2 Class and independently supports a service payment. Phelps Decl., *supra*. Plaintiff
3 will derive a modest personal benefit from the Settlement no greater than other Class
4 Members estimated at \$66. Khoury Decl. ¶58.

5 California State and federal courts frequently award service payments to
6 plaintiffs in amounts of \$15,000 for efforts in prosecuting wage and hour class and
7 representative actions. See, e.g., *Garcia v. Gordon Trucking, Inc.* (E.D.Cal. Oct. 29,
8 2012, No. 1:10-CV-0324 AWI SKO) 2012 U.S. Dist. LEXIS 160052 (\$15,000 to
9 each of four Plaintiffs in a \$3.7 million wage and hour class action settlement); *La*
10 *Fleur v. Medical Mgmt. Int'l* (C.D.Cal. June 25, 2014, No. EDCV 13-00398-VAP
11 (OPx)) 2014 U.S. Dist. LEXIS 90367, at *23 (\$15,000 for each of two plaintiffs as
12 part of \$535,000 wage and hour class action); *Boyd v. Bank of Am. Corp.* (C.D.Cal.
13 Nov. 18, 2014, No. SACV 13-0561-DOC (JPRx)) 2014 U.S. Dist. LEXIS 162880, at
14 *20 (\$15,000 for plaintiff in \$5.8 million settlement of wage and hour class action);
15 *Singer v. Becton Dickinson & Co.*, 2010 U.S. Dist. LEXIS 53416 at *24-26 (S.D.
16 Cal. June 1, 2010) ("The \$25,000 incentive award is ... well within the acceptable
17 range awarded in similar cases."); *Glass v. UBS Financial Services*, 2007 U.S. Dist.
18 LEXIS 8476, 50-52 (N.D. Cal. Jan. 26, 2007) (\$25,000 incentive award to each of
19 four plaintiffs in FLSA overtime wage class action).

20 **VIII. CONCLUSION**

21 Plaintiff respectfully requests the Court grant Plaintiff's request for Class
22 Counsel attorneys' fees of \$233.333.33, reimbursement of litigation costs of

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1 \$10,133.76, Class Representative Service Payment to Plaintiff of \$10,000.00, and
2 administration expenses to Simpluris of \$25,000.00.

3 Respectfully submitted,

4 **COHELAN KHOURY & SINGER**
5 **THE CARTER LAW FIRM**
6 **THE PHELPS LAW GROUP**

7 Dated: January 24, 2022

By: /s/ Diana M. Khoury

8 Diana M. Khoury

9 Attorneys for Plaintiff Luben Romanov,
10 individually and on behalf of the
11 Conditionally Certified Class
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