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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SANTA CLARA**

RASHON HAYES, individually, and on
behalf of other members of the general public
similarly situated, and on behalf of other
aggrieved employees pursuant to the
California Private Attorneys General Act;

Plaintiff,

vs.

THE CONTAINER STORE, INC., an
unknown business entity; and DOES 1
through 100, inclusive,

Defendants.

Case Nos.: 20CV363825

Honorable Theodore C. Zayner
Department 19

CLASS ACTION

**PLAINTIFF'S NOTICE OF MOTION
AND MOTION FOR FINAL APPROVAL
OF CLASS AND PAGA ACTION
SETTLEMENT, CLASS ATTORNEYS'
FEES AND EXPENSES, AND INCENTIVE
AWARD; MEMORANDUM OF POINTS
AND AUTHORITIES (UNOPPOSED)**

Date: July 22, 2026
Time: 1:30 p.m.
Department: 19

Complaint Filed: February 10, 2020
FAC Filed: August 3, 2020
Trial Date: None Set

1 **PLEASE TAKE NOTICE** that on July 22, 2026, at 1:30 p.m., in Department 19 of the
2 above-entitled Court, located at 191 North First Street, San Jose, CA 95113, Plaintiff Rashon
3 Hayes (“Plaintiff” or “Class Representative”) will and hereby does move for an order granting
4 final approval of:

5 1. Making final the Court’s previous preliminary certification of the class for
6 settlement purposes only, and approving the Settlement Agreement and Release of Class and
7 Representative Action Claims (“Settlement,” “Agreement,” or “Settlement Agreement”), on the
8 grounds that the Settlement is fair, adequate, and reasonable because, *inter alia*:

- 9 • A Net Settlement Amount of approximately **\$1,309,711.00** will be fully distributed to
10 the Class Members who do not submit a timely and valid Opt Out (“Settlement Class
11 Member”); and
12 • **No Objections** and **No Opt Outs** were submitted to the settlement administrator,
13 Simpluris, Inc. (“Simpluris” or “Settlement Administrator”);

14 2. Awarding payment in the amount of **\$875,000.00** to Lawyers for Justice, PC
15 (“Class Counsel”), representing thirty-five percent (35%) of the Gross Settlement Amount
16 (“GSA”) for attorneys’ fees, which is reasonable and justified on a percentage-basis and also
17 based on a lodestar cross-check;

18 3. Awarding payment in the amount of **\$30,680.00** from the GSA to Class Counsel
19 for reimbursement of litigation costs and expenses;

20 4. Awarding payment in the amount of **\$20,609.00** from the GSA to the Settlement
21 Administrator for Administrative Expenses;

22 5. Awarding payment in the amount of \$14,000.00 from the GSA to Plaintiff Rashon
23 Hayes, as an Incentive Award; and

24 6. Approving the allocation of the penalties under the Private Attorneys General Act
25 of 2004, California Labor Code § 2698, et seq. (“PAGA”), from the GSA in the amount of
26 \$250,000.00 (“PAGA Payment”), of which 75%, or \$187,500.00, will be paid to the California
27 Labor and Workforce Development Agency (“LWDA”) (“LWDA Payment”) and 25%, or
28

\$62,500.00 will be distributed to PAGA Settlement Group Members on a pro rata basis, based on Pay Periods during the PAGA Period (“Individual PAGA Payments”).

This motion is made pursuant to Rules 3.764, 3.769, and 3.1113(e) of the California Rules of Court, which, respectively, require that a memorandum in support of class certification not exceed 20 pages, require approval by the Court of a class action settlement, and permit the Court to extend the page limit for memoranda, and California Labor Code section 2699(l)(2), which requires approval by the Court of a PAGA settlement. Unless otherwise specified, all citations and references to the PAGA statute that are contained within this motion and supporting papers are to the former version of the PAGA statute prior to the recent amendment effective July 1, 2024; the amended PAGA statute does not apply to the above-captioned action and the Settlement pursuant to California Labor Code § 2699, subd. (v), as amended, because the above-captioned action was filed prior to June 19, 2024.

This motion is based upon the following Memorandum of Points and Authorities; the Declarations of Class Counsel (Elizabeth Parker-Fawley), Class Representative (Rashon Hayes), and Settlement Administrator (Alina Islas of Simpluris) in support thereof; the pleadings and other records on file with the Court in this matter; and such evidence and oral argument as may be presented at the hearing on this motion.

Dated: June 29, 2026

LAWYERS for JUSTICE, PC

By: _____



Elizabeth Parker-Fawley
Attorneys for Plaintiff and the Settlement Class

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MEMORANDUM OF POINTS AND AUTHORITIES

I. SUMMARY OF MOTION

Plaintiff Rashon Hayes (“Plaintiff” or “Class Representative”) seeks final approval of the settlement reached between Plaintiff and Defendant The Container Store, Inc. (“Defendant”) (together with Plaintiff, the “Parties”) which provides for Defendant’s payment of a Gross Settlement Amount of \$2,500,000.00, from which the following amounts will be deducted: (1) attorneys’ fees in the amount of \$875,000.00, which is thirty-five percent (35%) of the Gross Settlement Amount, and reimbursement of litigation costs and expenses in the amount of \$30,680.00 (together, referred to as the “Class Attorneys’ Fees and Expenses”) to Lawyers for Justice, PC (“Class Counsel”); (2) payment in the amount of \$20,609.00 to Simpluris, Inc. (“Administrative Expenses”); (3) payment in the amount of \$14,000.00 to Plaintiff Rashon Hayes (“Incentive Award”); and (4) allocation of \$250,000.00 for penalties under the Private Attorneys General Act of 2004, California Labor Code § 2698, et seq. (“PAGA Payment”). Defendant does not oppose this Motion.

Plaintiff requests that the Court make final its preliminary certification of the class for settlement purposes only. The Settlement resolves the Released Class Claims and provides relief to a class consisting of the following individuals: all individuals who are or were employed by Defendant as an hourly-paid or non-exempt employee in California during the Class Period (i.e., the time period of February 10, 2016 through June 6, 2024) (“Settlement Class Member” or “Class Members”).¹

The Settlement also resolves the Released PAGA Claims pertaining to the employment of the following alleged aggrieved employees: all individuals who are or were employed by Defendant as an hourly-paid or non-exempt employee in California during the PAGA Period (i.e., the time period of February 12, 2019 through June 6, 2024) (“PAGA Settlement Group Members”).²

¹ Settlement Agreement, ¶ 1.1.21.

² *Id.*, ¶ 1.1.22.

1 This matter involved, and the settlement is the product of meaningful and extensive
2 investigations, and review and analysis of thousands of pages of information, documents, and
3 data exchanged by the Parties in the course of litigation and mediation and settlement
4 negotiations (which involved one full day mediation conducted by Paul Grossman, Esq.).³ This
5 case has required 499 hours of attorney time by Class Counsel.⁴ As will be demonstrated herein,
6 the request for attorneys' fees, which represents thirty-five percent (35%) of the Gross
7 Settlement Amount, is fully supported by the use of the percentage-fee method. Courts have
8 historically awarded fees of up to fifty percent (50%) of the recovery. The requested attorneys'
9 fees are also supported under the lodestar cross-check method.⁵

10 The requests for Class Attorneys' Fees and Expenses, Incentive Award, Administrative
11 Expenses, and allocation for the PAGA Payment were fully disclosed in the Notice of Class
12 Action Settlement ("Class Notice") that was mailed to the Class Members. Most importantly, as
13 of the date of this Motion, *no Class Member has objected to the Settlement or to the*
14 *contemplated Class Attorneys' Fees and Expenses, Incentive Award, Administrative Expenses, or*
15 *allocation for PAGA Payment.*

16 The Settlement is fair, adequate, and reasonable, and is the product of arm's-length,
17 good-faith negotiations by experienced counsel presided over by a highly-regarded mediator who
18 is experienced in mediating wage-and-hour class action lawsuits. Accordingly, the Court should
19 grant final approval of the Settlement, and award the Class Attorneys' Fees and Expenses,
20 Incentive Award, Administrative Expenses, and allocation for the PAGA Payment in the full
21 amounts requested herein.

22 In order to efficiently present the Court with adequate information to determine whether
23 to grant final approval of the Settlement, and award Class Attorneys' Fees and Expenses,
24 Incentive Award, Administrative Expenses, and allocation for the PAGA Payment, Plaintiff also
25 moves for an order permitting the filing of this single consolidated memorandum, although it

26 ³ Declaration of Elizabeth Parker-Fawley ("Parker-Fawley Decl.") ¶9.

27 ⁴ Parker-Fawley Decl., Exh. 1.

28 ⁵ Applying a modest multiplier of 2.06, the total enhanced lodestar fees are \$875,000.00, and Class Counsel seeks an attorneys' fees award of \$871,500.00 (equal to 35% of the Gross Settlement Amount).

exceeds the page limit established by California Rules of Court, Rule 3.764, instead of filing several separate motions.

II. RELEVANT PROCEDURAL HISTORY AND FACTUAL BACKGROUND
SINCE PRELIMINARY APPROVAL

For a discussion of relevant procedural history and facts regarding this matter since preliminary approval, please see the Declaration of Elizabeth Parker-Fawley at paragraphs 2 to 4.

III. THE CLASS SHOULD BE CERTIFIED FOR SETTLEMENT PURPOSES

For the reasons previously addressed by way of Plaintiff's moving and supporting papers for the Motion for Preliminary Approval of Class Action Settlement (namely, that the relevant class certification factors are satisfied for settlement purposes, i.e., ascertainability, numerosity, community of interest, typicality, adequacy of representation, superiority, and manageability), as well as the reasons discussed herein regarding the completion of the due process notice procedure, the Court is requested to now make final its preliminary certification of the class for settlement purposes.

IV. SUMMARY OF THE SETTLEMENT TERMS, NOTICE PROCESS, AND PLAN
OF DISTRIBUTION

Under the terms of the Settlement Agreement, Defendant has agreed to pay a Gross Settlement Amount of \$2,500,000.00 on a non-reversionary basis, and separately the amounts necessary to pay its Employer Taxes, via two installment payments – an initial payment of one-half of the Gross Settlement Amount (i.e., \$1,250,000.00) ("First Installment") plus Employer Taxes, and a second payment of the remaining one-half of the Gross Settlement Amount (i.e., \$1,250,000.00) ("Second Installment").⁶ Within 10 calendar days of the Effective Date, Defendant shall provide the Settlement Administrator with the First Installment and the Employer Taxes.⁷ No later than 365 days after the Effective Date, Defendant shall provide the Settlement Administrator with the Second Installment.⁸

⁶ Settlement Agreement, ¶¶ 1.6.2.

⁷ *Ibid.*

⁸ *Ibid.*

1 Subject to approval by the Court, the Net Settlement Amount will be calculated by
2 deducting the Class Attorneys' Fees and Expenses, Incentive Award, Administrative Expenses,
3 and PAGA Payment.⁹ The Net Settlement Amount, which is estimated to be \$1,309,711.00, will
4 be fully distributed to Settlement Class Members in accordance with the Settlement Agreement.
5 The PAGA Payment of \$250,000.00 will be distributed to the Labor and Workforce
6 Development Agency ("LWDA") (in the amount of \$187,500.00) and to the PAGA Settlement
7 Group Members (in the amount of \$62,500.00) in accordance with the Settlement Agreement.¹⁰

8 Class Members had sixty (60) calendar days from the initial mailing of the Class Notice
9 ("Response Deadline") to dispute the number of Workweeks and/or the Pay Periods credited to
10 them, opt out of the Class Settlement, and/or object to the Settlement.¹¹ The Response Deadline
11 was June 8, 2026, and the extended Response Deadline was June 13, 2026, for Class Members
12 who were re-mailed the Class Notice.¹²

13 Simpluris, Inc. ("Settlement Administrator" or "Simpluris") will determine each
14 Settlement Class Member's (i.e., Class Members who did not timely opt out of the Class
15 Settlement) *pro rata* share of the Net Settlement Amount ("Individual Settlement Amount(s)").¹³
16 The Settlement Administrator will calculate each PAGA Settlement Group Members' *pro rata*
17 share of the Individual PAGA Payments ("Individual PAGA Payment").¹⁴

18 Each Individual Settlement Amount will be allocated as follows: one-fifth (1/5) as wages
19 which will be reported on an IRS Form W-2; and the remaining four-fifths (4/5) as interest,
20 penalties, and non-wage damages, which will be reported on an IRS Form 1099.¹⁵ The
21 Settlement Administrator will withhold the employee's share of taxes and withholdings with
22 respect to the wages portion of the Individual Settlement Amount, and issue checks to Settlement
23 Class Members for their Individual Settlement Payments (i.e., payment of their Individual
24

25 ⁹ *Id.* ¶¶ 1.5.

26 ¹⁰ *Id.*, ¶ 1.1.7.

27 ¹¹ *Id.*, ¶ 1.1.9.

28 ¹² Simpluris Decl., ¶ 12.

¹³ *Id.*, ¶ 1.1.1.

¹⁴ *Id.*, ¶ 1.1.2.

¹⁵ Settlement Agreement, ¶ 1.5.6.

Settlement Amount net of these taxes and withholdings).¹⁶ Defendant will pay the employer's share of payroll taxes and contributions with respect to the wage portion of Individual Settlement Amounts ("Employer Taxes") in addition to the Gross Settlement Amount.¹⁷ The Individual PAGA Payments will be allocated as one hundred percent (100%) penalties, and will be reported on an IRS Form-1099 (if applicable) by the Settlement Administrator.¹⁸

The Settlement Administrator shall distribute the following payments: Within ten (10) calendar days of the funding of the First Installment: checks representing 50% of each Individual Settlement Payment to Settlement Class Member, the Incentive Award to Plaintiff, the Individual PAGA Payment checks to PAGA Settlement Group Members, and the LWDA Payment to the LWDA; and within ten (10) calendar dates of the funding of the Second Installment: checks representing 50% of each Individual Settlement Payment to Settlement Class Member, the Class Attorneys' Fees and Expenses to Class Counsel, and the Administrative Expenses to itself.¹⁹

Individual Settlement Payment and Individual PAGA Payment checks will be valid and negotiable for 180 calendar days from the date the checks are mailed, and thereafter, shall be canceled.²⁰ The funds associated with such canceled checks will be distributed by the Settlement Administrator to Legal Aid at Work as a *cy pres* recipient pursuant to California Code of Civil Procedure 384.²¹ All Settlement Class Member and PAGA Settlement Group Members shall be bound by the terms and conditions of this Settlement Agreement regardless of whether or not they cash or otherwise negotiate their Individual Settlement Payment and/or Individual PAGA Payment checks.²²

V. THE SETTLEMENT ADMINISTRATION PROCESS

The Court directed Simpluris to administer and effectuate the notice and settlement administration process, as set forth in the Court's February 5, 2026 Preliminary Approval Order.

On February 23, 2026, Simpluris received the Class Data.²³

¹⁶ *Ibid.*

¹⁷ *Id.*, ¶ 1.6.2.

¹⁸ *Id.*, ¶ 1.5.6.

¹⁹ *Id.*, ¶ 1.8.

²⁰ *Id.*, ¶ 1.8.7.

²¹ *Ibid.*

²² *Ibid.*

²³ Simpluris Decl., ¶ 5.

1 The Class Data contained information for 2,456 individuals identified as Class
2 Members.²⁴ The mailing addresses contained in the Class Data were processed and updated
3 utilizing the U.S. Postal Service’s National Change of Address Database (“NCOA”).²⁵ On April
4 9, 2026, Simpluris mailed the Class Notice via U.S. first class mail to all 2,456 individuals in the
5 Class Data.²⁶

6 Simpluris performed a skip-trace search on all 283 Class Notices that were returned to
7 Simpluris without forwarding addresses, located an updated address for 16 Class Members, and
8 promptly re-mailed the Class Notice to the updated addresses.²⁷ There are 267 mailed Class
9 Notices that remain undeliverable.²⁸

10 The Settlement Administrator has received zero Objections and zero Opt Outs from Class
11 Members by the Response Deadline of June 8, 2026 or the extended Response Deadline of June
12 13, 2026 for those Class Notices that were re-mailed.²⁹ To date, there are 2,456 Class Members
13 who did not submit a timely and valid Opt Out (“Settlement Class Members”), and who will be
14 paid their portion of the Net Settlement Amount.

15 **VI. THE COURT SHOULD GRANT FINAL APPROVAL OF THE CLASS ACTION**
16 **SETTLEMENT.**

17 In reviewing a class settlement, the court need not reach any ultimate conclusions on the
18 issues of fact and law that underlie the merits of the dispute. *7-Eleven Owners for Fair*
19 *Franchising v. Southland Corp.* (2000) 85 Cal.App.4th 1135, 1146. The inquiry is not whether
20 the settlement agreement is the best one that class members could have possibly obtained, but
21 whether the settlement, taken as a whole, is “fair, adequate, and reasonable”—and the trial court
22 has broad discretion to determine this. *Chavez v. Netflix, Inc.* (2008) 162 Cal.App.4th 43, 52-55.
23 A settlement need not obtain 100 percent of the damages sought in order to be fair, reasonable,
24 and ultimately, meaningful. *Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 251.

25
26 ²⁴ *Ibid.*

27 ²⁵ *Id.*, ¶ 7.

28 ²⁶ *Id.*, ¶ 8.

²⁷ *Ibid.*

²⁸ Simpluris Decl., ¶ 11.

²⁹ Simpluris Decl., ¶¶ 12-14.

Even if the proposed settlement affords relief that is substantially narrower than it would be if the case were to be successfully litigated, that is no bar to a class settlement because the public interest may indeed be served by a voluntary settlement in which each side gives ground in the interest of avoiding prolonged litigation. *Id.*

To determine whether the settlement is fair and reasonable, relevant factors to consider are:

the strength of plaintiffs' case, the risk, expense, complexity and likely duration of further litigation, the risk of maintaining class action status through trial, the amount offered in settlement, the extent of discovery completed and the stage of the proceedings, the experience and views of counsel, the presence of a governmental participant, and the reaction of the class members to the proposed settlement.

Dunk v. Ford Motor Co. (1996) 48 Cal.App.4th 1794, 1801. The list of factors is not exclusive and the court can consider different factors based on the circumstances of each case." *Wershba* at 245. At the final approval stage, a presumption of fairness exists where, as here:

"(1) the settlement is reached through arm's-length bargaining; (2) investigation and discovery are sufficient to allow counsel and the court to act intelligently; (3) counsel is experienced in similar litigation; and (4) the percentage of objectors is small."

Id. at 1802. "Due regard should be given to what is otherwise a private consensual agreement between the parties." *Dunk* at 1801.

A. The Settlement Resulted from Arm's-Length Negotiations Based Upon Extensive Investigation and Formal and Informal Discovery.

The Parties actively litigated this case since the initial complaint was filed on February 10, 2020. Class Counsel conducted significant investigation and extensive formal and informal discovery into the facts of the case, to assess the veracity, strength, and scope of the claims, and was preparing for class certification and trial prior to reaching the Settlement.³⁰

The Parties informally exchanged a volume of information, documents, and data throughout the course of the litigation and in connection with the mediations and settlement negotiations.³¹ Class Counsel formally and informally exchanged thousands of pages of

³⁰ Parker-Fawley Decl., ¶ 5.

³¹ *Id.*, ¶ 7.

information, documents, and data obtained from Plaintiff, Defendant, and other sources, including: employment, timekeeping, and payroll records of Plaintiff; a detailed sampling of Class Members' and aggrieved employees' timekeeping, and payroll data; Defendant's Employee Handbook(s) and standalone wage and hour policies; company policy acknowledgments and forms; job descriptions; and other operations and employment policies, practices, and procedures documents, among other information and documents.³² Class Counsel had the opportunity to interview Plaintiff and other percipient witnesses.³³ Class Counsel developed liability, damages, and penalties valuation models in the course of litigation and in connection with the mediation and settlement negotiations, and met and conferred with Defendant's counsel on numerous occasions, e.g., to discuss issues relating to the pleadings, case management, motion practice, and production of information, documents, and data in the course of litigation and in connection with the mediation and settlement negotiations, and settlement.³⁴ Other work performed by Class Counsel included, and was not limited to, case strategy and analysis; legal research; drafting, reviewing, and revising the pleadings, discovery, motion-related papers, mediation briefing and supporting materials, and settlement-related papers; and preparing for and attending court proceedings, depositions, and the mediation, among other tasks.³⁵

The Parties participated in a formal, full-day mediation conducted by Paul Grossman, Esq., who is well-regarded mediator experienced in mediating complex labor and employment matters.³⁶ In the course of mediation and settlement negotiations, the Parties exchanged extensive information, documents, and data and discussed all aspects of the case, including and not limited to, the risks and delays of further litigation, the risks and expenses to the Parties of proceeding with class certification, representative adjudication, and trial; the law relating to class certification, manageability, off-the-clock theory, rounding, regular rates of pay, meal and rest periods (including *inter alia*, on premises breaks), expense reimbursements, recordkeeping and

³² *Ibid.*

³³ *Ibid.*

³⁴ *Ibid.*

³⁵ *Ibid.*

³⁶ *Id.*, ¶ 9.

wage statement requirements, representative PAGA claims and penalties, and wage-and-hour law and enforcement; Plaintiff's claims and allegations, and Defendant's defenses thereto; Defendant's financial condition; as well as the evidence produced and analyzed; and the possibility of appeals, among other things.³⁷ During all settlement discussions, the Parties conducted their negotiations at arm's length in an adversarial position.³⁸ Arriving at a settlement that was acceptable to the Parties was not easy.³⁹ Defendant and its counsel contended that it complied with all applicable laws, denied any and all liability, and was confident in Defendant's ability to prevail on the merits and to avoid class certification and representative adjudication and prevail on the merits. On the other hand, Plaintiff and Class Counsel believed that they would be able to obtain class certification and prevail at trial.⁴⁰ After conducting significant formal and informal discovery and investigations, extensive settlement negotiations, and with the aid of the mediator's evaluation, the Parties agreed that this matter was well-suited for settlement given the legal issues relating to Plaintiff's principal claims, as well as the costs and risks to the Parties that would attend further litigation.⁴¹

The Settlement takes into account the strengths and weaknesses of each side's position and the uncertainty of how this matter might have concluded at certification, trial, and/or appeals.⁴² The Settlement was based on thousands of pages of facts, evidence, and investigation.⁴³ Additionally, Class Counsel has extensive experience in handling complex wage-and-hour actions, including significant experience in employment class action litigation.⁴⁴

B. The Risks Inherent in Continued Litigation Favor Final Approval of the Settlement.

The risks inherent in litigating the claims through certification proceedings, trial, and/or appeals, favor resolving this matter for a Gross Settlement Amount of \$2,500,000.00.⁴⁵ The

³⁷ *Ibid.*

³⁸ *Ibid.*

³⁹ *Ibid.*

⁴⁰ *Ibid.*

⁴¹ Parker-Fawley Decl., ¶ 9.

⁴² *Id.*, ¶¶ 7 & 9.

⁴³ *Id.*, ¶¶ 7 & 8.

⁴⁴ *Id.*, ¶¶ 14-19.

⁴⁵ *Id.*, ¶¶ 9 & 20.

1 Settlement was calculated using information and data uncovered through extensive case
2 investigation, formal and informal discovery, and the exchange of information in the context of
3 litigation, mediation, and ongoing settlement negotiations.⁴⁶ Had the action not settled,
4 Defendant would have vigorously challenged class certification, manageability, and liability.
5 Defendant contended, among other things, that individualized questions of fact predominated
6 over any common issues, and these issues would pose challenges to certification and
7 representative adjudication. Defendant would have likely argued again at trial, if any, that
8 Plaintiff's claims were not appropriate for class-wide and/or representative adjudication. On the
9 other hand, Defendant also faced the risk of the Court certifying a class and allowing a jury to
10 decide Plaintiff's claims on a class-wide or representative basis. Also, preparation for trial would
11 have been expensive for all Parties.

12 It is preferable to reach an early resolution of a dispute because such resolutions save
13 time and money that would otherwise go to litigation. If this matter had settled after further
14 litigation, the settlement amount would have taken into account the additional costs incurred, and
15 there might have been less money available for Class Members, PAGA Settlement Group
16 Members, and the State of California after all was said and done. This is not just an abstract
17 contention. The risks and expenses of further litigation outweighed any benefit that might have
18 been gained otherwise. These risks of further litigation include a determination that the claims
19 were unsuitable for class treatment and/or representative adjudication, failure to obtain
20 certification, class de-certification after certification of a class, allowing a jury to decide the
21 claims asserted in this matter, and the real possibility of no recovery after years of litigation,
22 especially in light of Defendant's financial condition. Additionally, the Parties were moving into
23 the phase of the litigation where they would have to conduct a significant amount of additional
24 discovery, including and not limited to, additional depositions of Defendant's Person Most
25 Knowledgeable designees, expert witnesses, and percipient witnesses, such as managers,
26 supervisors, and other current and former employees throughout the State of California.
27 Additional discovery would have certainly arisen, which would have cost the Parties additional

28 ⁴⁶ *Id.*, ¶¶ 6-9.

time and money. In contrast, the Settlement provides real and significant benefits for the Settlement Class Members, PAGA Settlement Group Members, and the State of California here and now, while avoiding the further expenses, risks, and delay of prolonged litigation with only the possibility of recovery.

It would be grossly inefficient for such a large class of current and former employees to bring individual actions to recover from Defendant for the alleged violations of wage-and-hour laws. Moreover, the potential individual recovery that could be obtained by a Class Member would not be significant enough to provide him or her with the incentive to sue. By granting final approval of the Settlement, the Court can approve a resolution that provides a certain and substantial recovery for Class Members, PAGA Settlement Group Members, and the State of California.

C. The Settlement Is Fair, Reasonable, and Adequate.

The Settlement, which provides for a Gross Settlement Amount of \$2,500,000.00, represents a fair, reasonable, and adequate resolution of this matter. The Settlement was calculated using information and data uncovered through extensive case investigation, formal and informal discovery, and the exchange of information in the context of litigation, mediation, and extensive settlement negotiations. The Settlement takes into account the potential risks and rewards inherent in any case and, in particular, in this matter. Moreover, considering the facts in this matter, the Gross Settlement Amount represents a considerable recovery.

The Gross Settlement Amount will be fully paid out, in accordance with the terms of the Settlement. As discussed *supra*, each Settlement Class Member will be paid a *pro rata* share of the Net Settlement Amount (which is currently estimated to be \$1,309,711.00), based on the number of Workweeks credited to them and each PAGA Settlement Group Member will be paid a pro rata share of the 25% share of the PAGA Payment, based on the number of Pay Periods during the PAGA Period credited to them.⁴⁷ The highest Individual Settlement Payment to a

⁴⁷ Settlement Agreement, ¶¶ 1.1.1 and 1.1.2. The *pro rata* allocation here is a fair and reasonable way to distribute the Net Settlement Amount that is payable to the Settlement Class Members and 25% of the PAGA Amount that is payable to the PAGA Employees. At the final approval stage, “[a]n allocation formula need only have a reasonable, rational basis [to warrant approval], particularly if recommended by experienced and competent class counsel.” *In re American Bank Note Holographics, Inc., Securities Litigation* (S.D.N.Y. 2001) 127 F.Supp.2d 418, 429-30.

1 Settlement Class Member is currently estimated to be \$3,064.15 and the average Individual
2 Settlement Payment is currently estimated to be \$533.27. The highest Individual PAGA
3 Payment to a PAGA Settlement Group Member is currently estimated to be \$147.82 and the
4 average Individual PAGA Payment is currently estimated to be \$36.72.⁴⁸ These are significant
5 individual recoveries, particularly in light of the risks of litigation.

6 Class Counsel believes that the Settlement as a whole is fair, reasonable, and adequate.⁴⁹
7 Although Class Counsel's recommendations are not conclusive, the Court can properly take the
8 recommendations into account, particularly if Class Counsel appears to be competent, has
9 experience with this type of litigation, and significant discovery and investigation have been
10 completed, as is the case here. Conte & Newberg, *Newberg on Class Actions* (4th Ed., 2002) §
11 11.47. Accordingly, the Court should grant final approval of the Settlement.

12 **D. The Class Was Represented by Competent Counsel.**

13 Class Counsel has extensive experience in employment class action law and complex
14 wage-and-hour litigation.⁵⁰ Lawyers for Justice, PC has been appointed class counsel in
15 numerous complex wage-and-hour cases, and has recovered millions of dollars for individuals in
16 California.⁵¹ Both Parties' counsel were capable of assessing the strengths and weaknesses of the
17 Class Members' claims against Defendant and the benefits of the Settlement under the
18 circumstances of the lawsuit and in the context of a private, consensual settlement agreement.

19 **E. There Are No Written Objections to the Class Settlement.**

20 The Settlement has been well received by the Class – *not a single Class Member*
21 *objected to or opted out of the Settlement.*⁵² Specifically, no objections have been made as to the
22 Gross Settlement Amount or contemplated Class Attorneys' Fees and Expenses, Incentive
23 Award, Administrative Expenses, and allocation for the PAGA Payment. California courts have
24 consistently found that a small number of objectors indicates support for a settlement and
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26 ⁴⁸ Simpluris Decl., ¶ 18.

27 ⁴⁹ Parker-Fawley Decl., ¶ 22.

28 ⁵⁰ *Id.*, ¶¶ 14-19.

⁵¹ *Ibid.*

⁵² Simpluris Decl., ¶¶ 13 & 14.

1 strongly favors final approval.⁵³ The lack of any objections speaks volumes about the fairness,
2 reasonableness, and adequacy of this Settlement. Accordingly, the Settlement as a whole is
3 presumed to be fair, reasonable, and adequate, and the Court should grant final approval of the
4 Settlement in its entirety. *Dunk*, 48 Cal.App.4th at 1802.

5 **VII. THE ATTORNEYS' FEES REQUESTED SHOULD BE APPROVED.**

6 **A. A Fee Award of a Percentage of the Entire Fund Is Appropriate.**

7 Under the terms of the Settlement Agreement, Defendant will pay a Gross Settlement
8 Amount of \$2,500,000.00. The requested attorneys' fees are thirty-five percent (35%) of the total
9 value of the monetary settlement. In light of Class Counsel's successful prosecution and
10 resolution of this matter, the requested attorneys' fees are appropriate and reasonable.

11 Where the amount of a settlement is a "certain easily calculable sum of money,"
12 California courts may calculate attorneys' fees as a reasonable percentage of the settlement. Weil
13 and Brown, *California Practice Guide, Civil Procedure Before Trial*, Chapter 14, § 14:145; *In re*
14 *Bluetooth Headset Prods. Liab. Litig.* (9th Cir. 2011) 654 F.3d 935, 942 (The percentage method
15 is particularly appropriate where a monetary settlement has been recovered and "the benefit
16 [recovered can be] easily quantified."); *see also Laffitte v. Robert Half Int'l Inc.* (2016) 1 Cal.5th
17 480, 503; *Dunk* at 1808. Courts may calculate and award attorneys' fees as a percentage of a
18 monetary fund that has, by litigation, been preserved or recovered for the benefit of others.
19 *Laffitte* at 486 & 506. Trial courts "retain the discretion to forgo a lodestar cross-check and
20 [may] use other means to evaluate the reasonableness of a requested percentage fee." *Id.* (internal
21 quotes omitted); *see also Wershba, supra*, 91 Cal.App. 4th at 253.

22 Courts award fees as an economic incentive for lawyers to pursue litigation that will
23 enhance and facilitate access to the judicial system for meritorious claims, deter wrongdoing, and
24 address multiple similar alleged wrongs that would not be economically feasible to pursue
25 individually, such as here. *See A. Conte, Attorney Fee Awards* (2d ed. 1993) 104, at 6.

26 The percentage fee method is preferred in representative actions because "it better
27 approximates the workings of the marketplace than the lodestar approach." *Lealao v. Beneficial*

28 ⁵³ *Wershba, supra*, 91 Cal.App.4th at 250-51 (final approval granted despite 20 objectors); *7-Eleven Owners, supra*, 85 Cal.App.4th at 1152-53 (final approval granted despite 9 objectors).

1 *Cal., Inc.* (2000) 82 Cal.App.4th 19, 49. California law provides that the award for attorneys'
2 fees should be equivalent to fees freely negotiated in the legal marketplace and paid in
3 comparable litigation based on the result achieved and risk incurred. *Id.* at 47-50; *Laffitte* at 503.
4 In cases where the settlement agreement provides that the defendant will pay the plaintiff's
5 attorneys a percentage of the fund created by the settlement, use of that percentage method is
6 appropriate. *Lealao* at 32. Fee awards that are too small will "chill the private enforcement
7 essential to the vindication of many legal rights and obstruct the representative actions that often
8 relieve the courts of the need to separately adjudicate numerous claims." *Id.* at 53. Therefore,
9 fees in representative actions should approximate the probable terms of a contingent fee contract
10 negotiated by a sophisticated attorney and client in comparable litigation. *Id.* at 48. "The ultimate
11 goal . . . is the award of a 'reasonable' fee to compensate counsel for their efforts, irrespective of
12 the method of calculation." *Consumer Privacy Cases* (2009) 175 Cal.App.4th 545, 557-58
(quoting *Apple Computer, Inc. v. Superior Court* (2005) 126 Cal.App.4th, 1253, 1270).

13 Class Counsel's application for attorneys' fees in light of the facts and circumstances
14 surrounding the case is well-within the range of reasonableness. Courts have awarded fees as
15 high as 50% of the settlement in complex actions, depending on the circumstances of the case.⁵⁴

16 Class Counsel has performed significant work in this matter, as discussed in the
17 Declaration of Elizabeth Parker-Fawley with the very real possibility of an unsuccessful outcome
18 and no fee recovery of any kind.⁵⁵ In the present matter, Class Counsel has borne all of the risks
19 and costs of litigation and will not receive any compensation until recovery is obtained.⁵⁶ Class
20 Counsel is experienced in complex wage-and-hour litigation and used that experience to obtain a
21 significant settlement recovery for Plaintiff, the Settlement Class Member, and the State of
22 California.⁵⁷ Considering the amount of fees requested, work performed, risks incurred, results

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25 ⁵⁴ See *In re Ampicillin Antitrust Litig.* (D.D.C. 1981) 526 F.Supp. 494 (awarding attorneys' fees in the amount of 45% of the \$7.3
26 million total settlement amount); *Beech Cinema, Inc. v. Twentieth-Century Fox Film Corp.* (S.D.N.Y. 1979) 480 F.Supp. 1195
(awarding approximately 53% of the settlement as attorneys' fees). California courts routinely approve attorneys' fees awards
"average[ing] around one-third of the recovery." *Chavez v. Netflix, Inc.* (2008) 162 Cal.App.4th 43, 66 n.11 (lower court found
the range of contingency fees in marketplace to be 20%-40% and determined such a percentage fee was appropriate).

27 ⁵⁵ Parker-Fawley Decl., ¶¶ 10-11.

28 ⁵⁶ *Id.*, ¶¶ 10-11, & 20.

⁵⁷ *Id.*, ¶¶ 14-19.

1 obtained, and experience of Class Counsel in handling similar matters, Plaintiff maintains that
2 the requested attorneys' fees are reasonable and should be awarded.

3 Compensating class counsel in class litigation on a percentage basis, as requested herein,
4 makes good sense because: (1) it is consistent with the private marketplace where contingent fee
5 attorneys are customarily compensated on such a basis; (2) it aligns the interests of class counsel
6 and absent class members in achieving the maximum possible resolution of the case; and (3) it
7 encourages the most efficient and expeditious resolution of the litigation by providing an
8 incentive for early, yet reasonable, settlement. The attorney fee request here satisfies all of these
9 factors and should be approved on a percentage basis.

10 The percentage method is consistent with, and is intended to mirror, the practice in the
11 private marketplace where contingent-fee attorneys typically negotiate percentage-fee
12 arrangements with their clients. The named plaintiff's agreement to pay a contingent fee is
13 powerful evidence of a reasonable fee. One of the best ways to demonstrate the value of
14 counsel's work to the class is to review the consideration agreed to be paid by the named
15 plaintiff. If the named plaintiff has employed counsel on a contingency-fee basis, it would indeed
16 be inequitable for the members of the class, who will enjoy the benefits of the settlement without
17 incurring the risks of bringing the claim, to pay less than the named plaintiff. In this case,
18 Plaintiff has agreed to a contingency fee agreement of at least thirty-five percent (35%) of the
19 recovery.⁵⁸

20 Class Counsel has obtained a substantial recovery on behalf of Plaintiff, the Settlement
21 Class Members, and the State of California and the results achieved justify an attorneys' fees
22 award that is the equivalent of the standard market fee and that is consistent with the
23 contingency-fee agreement entered into by and between Plaintiff and Class Counsel. Thus, the
24 requested attorneys' fees are appropriate.

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26 ///

27 ///

28 ⁵⁸ Parker-Fawley Decl., ¶ 10.

**B. The Attorneys' Fees Requested Are Reasonable Based on the Factors
Considered in Determination of Fee Awards.**

The factors which courts consider in determining whether fee awards are reasonable, all of which support the fee award requested by Class Counsel, are: the time and labor required; the novelty and difficulty of the questions involved; the skill requisite to perform the legal services properly; the preclusion of other employment by the attorney due to the acceptance of the case; the customary fee; whether the fee is fixed or contingent; the time limitation imposed by the client or the circumstances; the amount involved and results obtained; the experience, reputation, and ability of the attorney; the undesirability of the case; the nature and length of the professional relationship with the client; and awards in similar cases. *Camden I Condominium Association, Inc. v. Dunkel* (11th Cir. 1991) 946 F.2d 768, 772. Some of the most relevant factors to this Court's fee determination will be addressed below.

The award of attorneys' fees in the amount of \$875,000.00 (which is 35% of the Gross Settlement Amount) is commensurate with the time, effort, and expense dedicated to this matter, the contingent nature of Class Counsel's fee recovery and the risks taken, the skill and determination required, the results that Class Counsel has achieved, and the value of the settlement that Class Counsel has obtained in this matter.

1. *Time & Labor.*

Class Counsel used its experience and skills, and dedicated the full extent of resources, to litigate and bring this matter to a successful conclusion.⁵⁹

As outlined in the Declaration of Elizabeth Parker-Fawley, Class Counsel has fully and actively participated in litigation of this matter.⁶⁰ Prior to commencing the lawsuit, Class Counsel had conducted a significant amount of investigation into the factual and legal issues, Defendant's business and its operations, and employment policies, practices, and procedures.⁶¹ During the litigation of this matter, Class Counsel had the opportunity to interview Plaintiff and other percipient witnesses; conducted extensive formal and informal discovery; engaged in motion

⁵⁹ Parker-Fawley Decl., ¶¶ 7-9, & 12.

⁶⁰ Parker-Fawley Decl., ¶ 7-9; Exh. 1.

⁶¹ *Id.*, ¶ 8.

practice; reviewed and analyzed of thousands of pages of information, documents and data obtained from Defendant, Plaintiff, and other sources; and prepared liability, damages, penalties, and valuation calculations.⁶² Class Counsel also met and conferred with Defendant's counsel on numerous occasions e.g., to discuss issues relating to the pleadings, case management, motion practice, discovery, and the production of information, documents and data among other things, and prepared for and attended court proceedings, mediation, and settlement negotiations.⁶³

Counsel has dedicated staffing and monetary resources necessary to prosecute this matter diligently and with maximum efficiency and has fully and actively participated in the litigation process.⁶⁴ The Attorney Task and Time Chart, which is attached as "**EXHIBIT 1**" to the accompanying Declaration of Elizabeth Parker-Fawley, sets forth in detail the hours that attorneys at Lawyers for Justice, PC have spent performing tasks in this matter.⁶⁵ Class Counsel has spent **499** hours performing tasks and to obtain a significant recovery in this matter.⁶⁶ These hours were required to bring this matter to its successful conclusion. In light of the value of Class Counsel's work and the carrying of costs involved in litigating this matter, the requested attorneys' fees are fair, adequate, and reasonable.

2. The Skill Required to Perform Legal Services Properly.

The skill required to properly litigate this matter is evident from the results achieved, the steps necessary to reach those results, and that Defendant retained well-respected counsel to represent it. Class Counsel exercised its skill to perform significant investigation, analysis, and research prior to filing this case, during the litigation, and prior to and during the mediation and settlement negotiations. Class Counsel took steps to prepare the matter for class certification and representative adjudication and had every intention of taking this matter to trial on a class-wide basis if Defendant did not offer an appropriate class-wide settlement. Despite all of the obstacles that had to be overcome, as demonstrated in the Declaration of Elizabeth Parker-Fawley, Class

⁶² Parker-Fawley Decl., ¶ 7.

⁶³ *Ibid.*

⁶⁴ *Id.*, ¶ 12; Exh. 1.

⁶⁵ *Id.*, Exh. 1.

⁶⁶ *Id.*, ¶ 12; Exh. 1.

Counsel used its extensive experience in the handling of class actions and complex wage-and-hour matters in order to obtain the Settlement with maximum efficiency.⁶⁷

3. Whether the Fee Is Fixed or Contingent.

Plaintiff entered into a contingency fee agreement with Class Counsel, and the representation of the Settlement Class Members provided by Class Counsel has been wholly contingent.⁶⁸ Class Counsel has invested **499** hours of time to obtain relief on behalf of Plaintiff, the Settlement Class Members, and the State of California.⁶⁹ Class Counsel has also incurred litigation costs and expenses in the amount of \$30,680.00.⁷⁰ Thus, Class Counsel has borne all of the risks and costs of litigation and will not receive any compensation until recovery is obtained.⁷¹ In addition, Class Counsel will not receive any payment until the Second Installment is paid.

In determining the reasonableness of a fee award in a class action settlement, whether or not representation is provided on a contingency basis is an important factor:

A contingent fee must be higher than a fee for the same legal services paid as they are performed. The contingent fee compensates the lawyer not only for the legal services he renders but for the loan of those services. A lawyer who both bears the risk of not being paid and provides legal services is not receiving the fair market value of his work if he is paid only for the second of these functions. If he is paid no more, competent counsel will be reluctant to accept fee award cases.

Cates v. Chiang (2013) 213 Cal.App.4th 791, 823 (internal quotes and citations omitted). Class Counsel litigated this matter on a contingent basis with all of the concomitant risk factors inherent in such an uncertain undertaking. Had Class Counsel not been successful, the time that Class Counsel has devoted to litigating this matter would have been for naught, and would not have produced any fee or any reimbursement of costs or expenses. See *Vizcaino v. Microsoft* (9th Cir. 2002) 290 F.3d 1043, 1048-49 (discussing the risks of engaging in litigation without certainty of compensation).

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⁶⁷ *Id.*, ¶¶ 14-19.

⁶⁸ Parker-Fawley Decl., ¶ 10.

⁶⁹ *Id.*, ¶ 12; Exh. 1.

⁷⁰ *Id.*, ¶ 20.

⁷¹ *Ibid.*

1 **4. *The Amount Involved and the Results Achieved.***

2 The Settlement represents an excellent resolution of this matter, given the risks inherent
3 in litigating the matter through class certification proceedings, trial, and/or appeals. Had this
4 matter not settled, Defendant would have vigorously challenged certifiability, manageability, and
5 liability. Defendant, however, faced risks if the Court certified a class and allowed a jury to
6 decide the claims. Additionally, preparing this matter for trial would have been expensive for the
7 Parties. The Settlement at this stage is preferred over continued litigation because such
8 resolutions save time and money that would otherwise go to litigation. The risks and expenses of
9 further litigation outweighed any benefit that might have been gained otherwise. The Settlement
10 provides an immediate recovery, as opposed to an uncertain result in the future after costly, risk,
11 and prolonged litigation involving expert discovery, trial preparation, class certification
12 proceedings, and appellate review of those proceedings.

13 The results achieved, in light of the difficulties inherent in similar cases and the specific
14 difficulties faced in this matter, are considerable.⁷² Class Counsel obtained a settlement of
15 \$2,500,000.00. The Settlement has yielded a positive response from the Class Members—no
16 Class Members objected to the Class Settlement.⁷³

17 **5. *The Reputation and Ability of the Attorneys.***

18 Lawyers for Justice, PC is a recognized class action law firm that employed its attorneys’
19 knowledge, skills, and experience in bringing this case to a successful conclusion.⁷⁴ Class
20 Counsel has years of complex and class action litigation experience, has recovered millions of
21 dollars on behalf of thousands of individuals in California, and has successfully handled
22 numerous significant wage-and-hour class action and complex cases.⁷⁵

23 **C. The Lodestar Methodology Also Justifies Approval of the Requested Fees.**

24 While the percentage-of-the-benefit approach is endorsed as the better approximation of
25 the workings of the marketplace than the lodestar approach, courts may also use the lodestar

26 ⁷² Parker-Fawley Decl., ¶¶ 7-9.

27 ⁷³ Simpluris Decl., ¶ 14

28 ⁷⁴ Parker-Fawley Decl., ¶¶ 14-19.

⁷⁵ *Ibid.*

method to “cross-check” the results of the other.⁷⁶ The lodestar is calculated based on reasonable hours at reasonable prevailing hourly rates for the attorneys, and counsel is entitled to compensation for every hour reasonably spent on the matter. *Ketchum v. Moses* (2001) 24 Cal.4th 1122, 1131-33. The reasonableness of hours is assessed by “the entire course of the litigation, including pretrial matters, settlement negotiations, discovery, litigation tactics, and the trial itself[.]” *Vo v. Las Virgenes Municipal Water Dist.* (2000) 79 Cal.App.4th 440, 447.

Class Counsel expended significant time and labor in this highly contested matter.⁷⁷ Class Counsel has been actively involved in the prosecution of the case, and the work performed in said case has precluded other employment.⁷⁸ Class Counsel bore the risk that, despite all of its efforts and skills employed, there may be no recovery.⁷⁹ Ultimately, Class Counsel was successful in reaching a settlement of \$2,500,000.00.⁸⁰ The Attorney Task and Time Chart sets forth in detail the numerous tasks that Class Counsel performed in this matter, and the time required for completing those tasks.⁸¹ The chart demonstrates that Class Counsel has spent a total of **499** hours litigating this matter and finalizing the Settlement.⁸² In light of the facts and circumstances of this matter, as well as the results that Class Counsel has achieved, Class Counsel has spent a reasonable number of hours performing work on this matter. In addition, Class Counsel will continue to perform work on this matter through the date of final approval and in connection with the implementation of the Settlement.

As set forth in the Declaration of Elizabeth Parker-Fawley, the professional background and experience of Class Counsel support a reasonable rate of compensation of at least \$850 per hour for services provided by Class Counsel.⁸³ Lawyers for Justice, PC has been awarded

⁷⁶ *Laffitte, supra*, 1 Cal.5th at 505 (explaining that “[a] lodestar cross-check is simply a quantitative method for bringing a measure of the time spent by counsel into the trial court’s reasonableness determination” and “the lodestar calculation . . . does not override the trial court’s primary determination of the fee as a percentage” and “does not impose an absolute maximum or minimum on the potential fee award.”); *see also, e.g., Vizcaino*, 290 F.3d at 1050 (“[W]hile the primary basis of the fee award remains the percentage method, the lodestar may provide a useful perspective on the reasonableness of a given percentage award.”).

⁷⁷ Parker-Fawley Decl., ¶¶ 11-12; Exh. 1.

⁷⁸ *Id.*, ¶ 11.

⁷⁹ *Id.*, ¶¶ 10, 11, & 20.

⁸⁰ Settlement Agreement, ¶ 6.u.

⁸¹ Parker-Fawley Decl., Exh. 1.

⁸² *Id.*, ¶ 11.

⁸³ *Id.*, ¶ 12.

attorneys' fees, compensating the firm at the blended rate of at least \$850 per hour for legal service performed, by courts of this state.⁸⁴ While the circumstances of every case are unique, the fact remains that the work performed by Class Counsel in this matter justify the requested attorneys' fees.

Applying the rate of \$850 per hour to 499 hours worked by Class Counsel, would place a base lodestar value of \$424,150.00 on the services provided by Class Counsel.

It also bears noting that a court may apply a multiplier in consideration for risk, efficiency, and/or obtaining a substantial result, to enhance the lodestar for purpose of cross-check. See *Ketchum* at 1133-34 (holding that a risk multiplier may be applied to compensate contingency fee attorneys at a fair market rate).⁸⁵ The risks involved, skill required, complexity of the matter, and results obtained warrant upward enhancement of the lodestar.⁸⁶ In determining whether or not to enhance the lodestar, California courts take into account multiple factors, many of which were specifically addressed above. See, *Cates* at 822-23. Multiple factors warrant enhancement of the lodestar in this case, including the following: the time and labor required; the skill requisite to perform the legal services properly; the preclusion of other employment by the attorney due to the acceptance of this case; the contingent nature of the fee; the amount involved and results obtained; the experience, reputation, and ability of the attorney; and awards in similar cases. *Ketchum* at 1134. Therefore, a multiplier of 2.06 should be applied. Applying the rate of \$850 per hour to 499 hours for services provided by Class Counsel results in a base lodestar value of \$424,150.00 for the work performed by Class Counsel, and applying a modest

⁸⁴ *Ibid.*

⁸⁵ Courts have approved fee awards with multipliers of 2 and even higher. See, e.g., *City of Oakland v. Oakland Raiders* (1988) 203 Cal.App.3d 78 (affirming a 2.34 multiplier without remand); *Wershba, supra*, 91 Cal.App.4th at 255 ("Multipliers can range from 2 to 4 or even higher."); *Sutter Health Uninsured Pricing Cases* (2009) 171 Cal.App.4th 495, 512 (applying a 2.52 multiplier on a lodestar cross-check); *Chavez v. Netflix, Inc.* (2008) 162 Cal.App.4th 43, 66 (applying a 2.5 multiplier in a consumer class action).

⁸⁶ Even when courts have opted to award fees in settlement fund cases based on time reasonably expended on the action, courts have generally awarded these fees based on the actual time expended (the lodestar) in conjunction with a multiplier of between 2 and 4. *Kerr v. Screen Extras Guild, Inc.* (9th Cir. 1975) 526 F.2d 67. Adjustment of the base lodestar figure to compute an award of attorneys' fees for a claim under the California Labor Code is appropriate. See *Id.*, at 1135-36; *Serrano v. Priest* (1977) 20 Cal.3d 25, 48-49. Courts frequently apply multipliers to enhance the lodestar to reflect the risks involved, the complexity of the litigation, and the other relevant facts. *Vizcaino*, 290 F.3d at 1051; *Graham v. DaimlerChrysler Corp.* (2004) 34 Cal.4th 553, 579 ("One of the most common fee enhancers [...] is for contingency risk."). Such an enhancement "mirrors the established practice in the private legal market of rewarding attorneys for taking the risk of nonpayment by paying them a premium over their normal hourly rates for winning contingency cases." *Vizcaino*, 290 F.3d at 1051; accord *Ketchum*, 24 Cal.4th at 1132-33. A risk multiplier also serves to bring the financial incentives for enforcing important rights "into line with incentives [attorneys] have to undertake claims for which they are paid on a fee-for-services basis." *Ketchum* at 1132.

multiplier of 2.06⁸⁷, the total enhanced lodestar fees are \$875,000.00.

The lodestar method as a cross-check to the percentage award sought herein, strongly supports the reasonableness of the requested attorneys' fees. The nature of the work performed, skill exercised, and the outcome in this matter—which involves an outstanding monetary recovery involving a Gross Settlement Amount of \$2,500,000.00 (with a Net Settlement Amount of approximately at least \$1,309,711.00) support the percentage fee sought. Accordingly, the Court is respectfully requested to award attorneys' fees in the amount of \$875,000.00 to Class Counsel.

VIII. REIMBURSEMENT OF CLASS COUNSEL'S LITIGATION COSTS AND EXPENSES SHOULD BE APPROVED.

The Settlement provides for reimbursement of litigation costs and expenses incurred. As set forth in the Declaration of Elizabeth Parker-Fawley, Class Counsel seeks reimbursement of \$30,680.00 in litigation costs and expenses incurred in this matter.⁸⁸ This amount was reasonable and necessary in the prosecution of this matter and to obtain the Settlement.⁸⁹ Accordingly, Plaintiff requests that the Court award litigation costs and expenses in the amount of \$30,680.00 to Class Counsel.

IX. THE ADMINISTRATIVE EXPENSES SHOULD BE APPROVED.

As set forth in the accompanying Simpluris Declaration, the total costs incurred and to be incurred by Simpluris for the notice and settlement administration process are \$20,609.00.⁹⁰ The costs incurred and to be incurred include, but are not limited to, establishing and maintaining a settlement fund account; establishing and maintaining a calendar of administrative deadlines and responsibilities; processing, issuing, and transmitting settlement payments; distributing notice of the Settlement to the Settlement Class Members; receiving and validating Opt Outs, Objections,

⁸⁷ Larger multipliers have been awarded in similar cases, and the total amount of fees sought by Class Counsel is also reasonable compared to fees awarded in similar cases. Courts routinely enhance lodestar amounts based on multipliers that "range from 2 to 4 or even higher." *Wershba, supra*, 91 Cal.App.4th at 255 (emphasis added); *see also, e.g., Chavez v. Netflix, Inc.* (2008) 162 Cal.App.4th 43, 66 (approving multiplier of 2.5); *Vizcaino*, 290 F.3d at 1051 (approving multiplier of 3.65); *Wal-Mart Stores, Inc. v. Visa U.S.A., Inc.* (2d Cir. 2005) 396 F.3d 96, 123 (approving multiplier of 3.5); *Craft v. County of San Bernardino* (C.D. Cal. 2006) 624 F.Supp.2d 1113, 1125 (awarding multiplier of 5.2 and referring to other cases with cross-check multipliers ranging from 4.5 to 19.6).

⁸⁸ Parker-Fawley Decl., ¶ 20.

⁸⁹ *Ibid.*

⁹⁰ Simpluris Decl., ¶ 21.

or Workweeks Disputes submitted by Class Members; calculating Employer Taxes and providing appropriate forms and calculations to Defendant; providing counsel with weekly reports; and other tasks as the Parties mutually agree or the Court orders Simpluris to perform.⁹¹ Accordingly, the Court should grant final approval of payment to Simpluris, a necessary third-party for its handling of the notice and settlement process, in the amount of \$20,609.00.

X. THE INCENTIVE AWARD SHOULD BE APPROVED.

Plaintiff requests an Incentive Award in the amount of \$14,000.00 to himself, for his efforts and work spearheading the prosecution of this matter and serving as the Class Representative, as well as his broader individual waiver and release of claims with a California Civil Code Section 1542 waiver. Such enhancement awards are common, and the one requested here is reasonable.⁹²

Plaintiff spent a substantial amount of time and effort providing the facts and evidence necessary to support the prosecution of the claims.⁹³ Plaintiff was available whenever Class Counsel needed him and actively tried to obtain, and gave, information to support the pursuit of this matter.⁹⁴ For example, Defendant propounded numerous discovery requests on Plaintiff, and Plaintiff spent time reviewing said discovery requests and providing information and documents in response thereto. Plaintiff also prepared and appeared for his deposition.⁹⁵

Accordingly, it is appropriate and just for Plaintiff Rashon Hayes to receive \$14,000.00 as a reasonable Incentive Award, in addition to his Individual Settlement Payment.

XI. CONCLUSION

For the foregoing reasons, the Court is respectfully requested to grant final approval of the Settlement, approve and award Class Attorneys' Fees and Expenses to Class Counsel, the Incentive Award to Plaintiff, Administrative Expenses to the Settlement Administrator, and the

⁹¹ *Id.*, ¶ 3.

⁹² *Vranken v. Atlantic Richfield Co.* (N.D. Cal. 1995) 901 F.Supp. 294, 299 (Relevant factors considered by courts are the financial and other risk to, the notoriety and personal difficulties encountered by, and the amount of time and efforts spent by the class representative, as well as the duration of the litigation and the personal benefit (or lack thereof) enjoyed by the class representatives as a result of the litigation; approving \$50,000 participation award to a single class representative based on such factors).

⁹³ Parker-Fawley Decl., ¶ 21.

⁹⁴ *Ibid.*

⁹⁵ *Ibid.*

PAGA Payment, in their entirety, as sought herein; and permit the filing of a memorandum that exceeds the page limit.

Dated: June 29, 2026

LAWYERS for JUSTICE, PC



By: _____

Elizabeth Parker-Fawley
Attorneys for Plaintiff and the Settlement Class