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**SUPERIOR COURT FOR THE STATE OF CALIFORNIA**  
**FOR THE COUNTY OF SAN FRANCISCO**  
**UNLIMITED JURISDICTION**

VICTOR CORONA; and ROSA  
ALCAUTE,

Plaintiffs,

vs.

SAN FRANCISCO BREWING CO, LLC;  
and DOES 1 through 10, inclusive,

Defendants.

Case No. CGC-20-583125

CLASS ACTION - COMPLEX

[ASSIGNED FOR ALL PURPOSES TO  
THE HON. ANDREW Y.S. CHENG]

**NOTICE OF MOTION AND MOTION  
FOR AWARD OF ATTORNEYS' FEES,  
REIMBURSEMENT OF COSTS, AND  
PLAINTIFFS' ENHANCEMENT**

Hearing Date: September 12, 2024

Hearing Time: 9:30 a.m.

Dept.: 613

Action Filed: February 21, 2020

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This motion will be made and based upon: (1) this notice of motion; (2) the memorandum of points and authorities in support thereof; (3) the declaration of Arlo Garcia Uriarte and the exhibits attached thereto, all of which are filed and served concurrently herewith; as well as (4) the records, pleadings, and papers on file in this action, and upon such other matters as may be presented at the time of hearing on this motion.

*and*

Arlo Garcia Uriarte  
Liberation Law Group, P.C.  
Attorneys for Plaintiffs

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## I. INTRODUCTION

In the accompanying motion filed concurrently herewith, Plaintiffs Victor Corona and Rosa Alcaute (hereinafter “Plaintiffs”) seek final approval of a \$400,000 class and representative action settlement<sup>1</sup> reached between them and Defendant San Francisco Brewing Co., LLC (“Defendant”) (collectively “the Parties”). Plaintiffs bring the instant motion seeking the following deductions from the gross settlement amount: (1) attorneys’ fees equaling \$100,000 (25% of the gross settlement amount) for Class Counsel<sup>2</sup>; (2) \$5,698.41 in accrued litigation costs for Class Counsel; (3) a maximum of \$13,000 in settlement administration fees for CPT Group, Inc. (hereinafter “CPT”); and (4) representative enhancement awards to Plaintiffs equaling \$3,000 each (\$6,000 total).

The settlement received the Court’s preliminary approval on March 19, 2024. On June 21, 2024, the Court-approved notice form was sent to 350 putative settlement class members (hereinafter “SCM”). [Soto-Najera Dec.<sup>3</sup> ¶ 6]. There are no objections and no requests for exclusion. [*Id.* at ¶ 8].

Plaintiffs’ requests for attorneys’ fees and costs are well supported by relevant case law. California trial courts routinely approve fee requests of up to 33.33% of the common fund when the results achieved are positive and to recognize the risks undertaken by counsel in contingency fee cases. Both of these factors apply. Firstly, SCM are set to recover \$758 each on average, while only releasing the claims relevant to Plaintiffs’ lawsuit, despite the serious litigation challenges that would otherwise lie ahead. [Soto-Najera Dec. ¶ 10; [AGMT ¶ A(34)]. This is a positive result, especially considering Defendant’s financial struggles. [See, Plaintiffs’

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<sup>1</sup> The Class and PAGA Action Settlement Agreement (hereinafter “Agreement” or “AGMT”), along with its Addendum, contain the terms of the proposed settlement (hereinafter “Settlement”) and are attached as Exhibit “2” to Uriarte Dec.

<sup>2</sup> “Class Counsel” refers to Arlo Garcia Uriarte of Liberation Law Group, P.C., as appointed by the Court in its order granting Preliminary Approval.

<sup>3</sup> “Soto-Najera Dec.” means the declaration of Chantal Soto-Najera. Ms. Soto-Najera is employed by CPT as a Case Manager. [*Id.* at ¶ 1]. Her declaration is attached as Exhibit “1” to the declaration of Arlo Garcia Uriarte (hereinafter “Uriarte Dec.”), which is filed concurrently herewith.

Supplemental Briefing (hereinafter “PSB”) 1:16-2:10] Secondly, Class Counsel has accepted this case on pure contingency. [Uriarte Dec. ¶ 12].

Plaintiffs’ enhancement request is also appropriate because they should be compensated for expending their time and effort on behalf of SCM and attaining a successful resolution. Additionally, Plaintiffs executed a broader, general release which includes a California Code of Civil Procedure § 1542 waiver. [See, AGMT ¶ F(2)]. For all the reasons discussed herein, Plaintiffs respectfully urge the Court to approve the requested awards and cost reimbursements.

## **II. PLAINTIFFS’ REQUESTED DEDUCTIONS SHOULD BE GRANTED**

### **A. Common Fund Fee Recovery is Appropriate and Recommended**

#### **1. Legal Standard for Attorneys’ Fee Awards in Similar Cases**

The U.S. Supreme Court has recognized that “a lawyer who recovers a common fund for the benefit of persons other than himself or his client is entitled to a reasonable attorneys’ fee from the fund as a whole.” *Boeing Co. v. Van Gemert* (U.S. 1980) 444 U.S. 472, 478. *Accord*, *Serrano v. Priest* [Serrano III] (1977) 20 Cal.3d 25, 38 (trial courts have equitable power to award attorneys’ fees and costs when a litigation proceeding in a representative capacity secures a substantial benefit). The purpose of the “common fund doctrine” is not only to reward effective legal advocacy but to “spread litigation costs proportionally among all of the beneficiaries” preventing unjust enrichment. *Vincent v. Hughes Air West, Inc.* 557 F.2d 759, 769 (9th Cir. 1977).

In *Laffitte v. Robert Half Internat., Inc.*, the California Supreme Court “join[ed] the overwhelming majority of federal and state courts in holding that when class action litigation establishes a monetary fund for the benefit of the class members, and the trial court in its equitable powers awards class counsel a fee out of that fund, the court may determine the amount of a reasonable fee by choosing an appropriate percentage of the fund created.” *Laffitte v. Robert Half Internat., Inc.* (2016) 1 Cal. 5th 480, 503.

Our state’s Supreme Court highlighted some of the many advantages of the percentage method: “relative ease of calculation, alignment of incentives between counsel and the class, a better approximation of market conditions in a contingency case, and the encouragement it

1 provides counsel to seek an early settlement and avoid unnecessarily prolonging the litigation.”  
2 *Id.* In addition to its apparent endorsement of the percentage fee method, the *Laffitte* Court  
3 clarified that it does not “perceive an abuse of discretion in [a] court's decision to double check  
4 the reasonableness of the percentage fee through a lodestar calculation.” *Id.* at 504. The *Laffitte*  
5 Court regards the lodestar cross-check as “a mechanism for bringing an objective measure of the  
6 work performed into the calculation of a reasonable attorney fee.” *Id.*

7 *Laffitte* stands for the proposition that a trial judge may rely on his or her discretion and  
8 utilize either the percentage method, the lodestar method, or both to calculate a reasonable  
9 attorneys’ fee. Furthermore, should a lodestar crosscheck be elected, the trial court does not  
10 abuse its discretion whether it chooses to “perform[] the cross-check using counsel declarations  
11 summarizing overall time spent” or opts to do a more detailed analysis of daily time sheets. *Id.*  
12 at 505. Indeed, “[t]he choice of a fee calculation method is generally one within the discretion of  
13 the trial court, the goal...being the award of a reasonable fee to compensate counsel for their  
14 efforts.” *Id.* at 504.

15 *Laffitte* affirmed a fee award representing 33 and 1/3 percent of the common fund. *Id.* at  
16 506. And, this was based on a lodestar amount that required a multiplier of 2.13. *Id.* at 487. As  
17 the Court held, only when the multiplier is “extraordinarily high or low [should] the trial court []  
18 consider whether the percentage method should be adjusted so as to bring the imputed multiplier  
19 within a justifiable range.” *Id.* at 505.

## 20 2. The Common Fund Method Should Be Applied Here

21 The common fund doctrine is appropriately applied here because the following  
22 conditions are present: (1) the class of beneficiaries is sufficiently identifiable; (2) the benefits  
23 can be accurately traced; and (3) the fee can be shifted with some exactitude to those benefiting.  
24 *Paul, Johnson, Alston & Hunt v. Grauly* (9th Cir. 1989) 886 F.2d 268, 271. *Accord, Lealao v.*  
25 *Beneficial Cal., Inc.* (2000) 82 Cal. App. 4th 19, 30-31. Courts find these conditions “easily  
26 met” when “each member of a certified class has an undisputed and mathematically  
27 ascertainable claim to part of a lump-sum recovered on his [or her] behalf.” *Paul, Johnson,*  
28 *Alston & Hunt, supra.*

1 The instant matter concerns a certified settlement class that has a mathematically  
2 ascertainable claim to part of a lump-sum recovery. Additionally, the class of beneficiaries is  
3 readily identifiable (members have been identified through an examination of Defendant's  
4 business records provided to the settlement administrator [See, Soto-Najera Dec. ¶¶ 4-5]), the  
5 benefits are easily traceable (monetary payments to SCM are calculated based upon the specific  
6 formula identified in the Agreement ¶ E(5)(C)), and the fee can be shifted with exactitude  
7 because Class Counsel is requesting a specific percentage of a gross amount that will be fully  
8 distributed to the class after Court-approved deductions.

9 **B. 25% of the Common Fund is a Reasonable Fee Award**

10 Plaintiffs seek 25% of the common fund on behalf of Class Counsel for multiple key  
11 reasons: (1) the positive result achieved; (2) to recognize the risks associated with contingency  
12 fee representation; (3) the requested fee percentage is similar to Class Counsel's own  
13 contingency fee retainers; and (4) numerous courts in this locality have made similar awards  
14 when adjudicating the propriety of similar wage and hour settlements. [Uriarte Dec. ¶ 12].

15 1. Favorable Results Were Achieved in the Face of Significant  
16 Challenges

17 Plaintiffs and Class Counsel worked diligently to secure an all-cash, non-reversionary  
18 gross settlement fund totaling \$400,000. The settlement provides for significant individual  
19 recoveries. SCM will receive approximately \$758 each on average, and the highest projected  
20 payment is \$5,383.74 [Soto-Najera Dec. ¶ 10]. Plaintiffs submit this recovery is a strong result  
21 when you consider the strengths and weaknesses of the claims at hand, the potential defenses,  
22 and Defendant's problematic financial<sup>4</sup> condition. Plaintiffs rightfully fear that even if they  
23 manage to certify a large class, Defendant may prevail on a decertification motion; even if  
24 Plaintiffs can get the class case to trial, they may be unable to establish liability; even if trial is  
25 seemingly an unmitigated success, Defendant may declare bankruptcy or successfully appeal.  
26 Any failure along these lines could lead SCM to recover nothing at all.

27  
28 <sup>4</sup> See, PSB 1:16-2:10.

1 Notably, Defendant has convincing arguments that may prevent Plaintiffs from  
2 overcoming the next major litigation obstacle which is class certification: (1) Defendant is  
3 likely to win a “declarations battle” regarding both the unpaid work or break claims because for  
4 mediation, it had already secured many more supportive declarations than Plaintiffs; (2)  
5 Defendant may successfully argue that the class as a whole is unmanageable<sup>5</sup> due to individual  
6 issues related to SCM pre and post-shift routines and the reasons they suffered potential meal  
7 and rest period violations; (3) meal and rest period claims are generally difficult to certify due to  
8 the “provide” standard confirmed in *Brinker*; (4) the COVID-19 pandemic more than likely  
9 significantly limits Plaintiffs’ alleged damages because they complain of break issues due to  
10 high volume/low staffing, and the pandemic forced restaurants to close in-person dining for  
11 long periods of time or limited their operations; and (5) Defendant may successfully argue that  
12 any wage and hour violations committed were not willful,<sup>6</sup> rather they were the product of  
13 good-faith disputes, limiting Plaintiffs’ ancillary damages for wage statement violations and  
14 waiting time penalties. In short, Defendant has a more than reasonable chance to defeat  
15 Plaintiffs’ class claims or to at least significantly limit their value. Plaintiffs carefully  
16 considered this reality when settling the case.

17 Lastly, and perhaps most significantly, Defendant has stated, through its  
18 owner/brewmaster Josh Leavy, that the company cannot pay a greater settlement amount. [See,  
19 PSB 1:9-4:4]. Seeking a large judgment through continued litigation does not make sense if  
20 Defendant cannot access any additional funds.

## 21 2. Contingent Representation – No Fees or Costs if No Recovery

22 Another element that supports the requested fee award is the contingent nature of the  
23 representation. [Uriarte Dec. ¶ 12]. Class Counsel undertook this matter on pure contingency.  
24 Neither he nor his firm will be rewarded or reimbursed unless a success is achieved, and  
25 fees/costs are awarded. *Id.* “The contingent fee compensates the lawyer not only for the legal

26 \_\_\_\_\_  
27 <sup>5</sup> See, e.g., *Ayala v. Antelope Valley Newspapers, Inc.* (2014) 59 Cal. 4th 522, 536.

28 <sup>6</sup> See, e.g., *Naranjo v. Spectrum Sec. Servs., Inc.* (2023) 88 Cal. App. 5th 937, 951, 304 Cal. Rptr. 3d 898.

services he renders but for the loan of those services.” *Cates v. Chiang* (2013) 213 Cal. App. 4th 791, 823 (internal quotations omitted).

Class Counsel should be rewarded for his willingness to accept contingency fee cases, especially those that require many hours of work over a span of multiple years like the instant action. This is especially true because contingency fee arrangements allow lawyers to provide legal aid to clients who cannot afford hourly fees. Few, if any, employees pay hourly fees for extensive class action litigations. Class Counsel’s class action representatives have never paid hourly fees. [Uriarte Dec. ¶ 12]. Attorneys should be incentivized to undertake these matters, especially in the employment context, to help empower ill-treated employees with little leverage against employers to ensure that the latter act fairly and appropriately under the law. Therefore, the economic realities of the work at hand should be closely considered.

3. The Fee Request is the Same as Class Counsel’s Actual Rate and is Consistent with Previous Local Awards and Other Awards in California

In awarding fees, courts should approximate what counsel could get on the free market for the same services. *Lealao, supra* at 47-48, citing *Gaskill v. Gordon* (7th Cir. 1998) 160 F.3d 361, 363 (“When a fee is set by a court rather than by contract, the object is to set it at a level that will approximate what the market would set...The judge, in other words, is trying to mimic the market in legal services.”). The requested fee award is justified under this perspective because 33.33% (pre-trial) is the contingency fee rate Class Counsel and his firm use in their standard retainer agreements. [Uriarte Dec. ¶ 12]. Plaintiffs are requesting even less at 25%.

Additionally, the requested fee falls well within the range commonly awarded in class action litigation. The upper limit on a reasonable fee award from a common fund is normally 50%, depending on the circumstances of the case. Newberg, *Newberg on Class Actions*, 4th Ed., 2002, vol. 4, p. 550. Overall, the goal should be to attempt to “award the fee that informed private bargaining, if it were truly possible, might have reached.” The following are recent, instructive wage and hour class action or representative action cases (PAGA) where 25% or greater of the common fund was awarded:

1           *Tanguilig v. Bloomingdale's, Inc.*, 2019 Cal. Super. LEXIS 16276, \*6 (attorneys' fees  
2 exceeding 35% of the common were awarded in a PAGA-only settlement).

3           *Pena v. U.S. Bancorp*, 2019 Cal. Super. LEXIS 1264, \*2-3 (San Francisco City and  
4 County, No. CGC-17-556646, March 21, 2019 (wage and hour class action where the Court  
5 awarded Class Counsel a 33.33% contingency fee that necessitated a 1.8 lodestar multiplier.)

6           *Roe v. Heritage Mgmt. Servs.*, 2019 Cal. Super. LEXIS 16293, \*2-3 (San Francisco City  
7 and County, No. CGC-16-555733, February 22, 2019) (wage and hour class action where the  
8 Court awarded Class Counsel a 33.33% contingency fee after a lodestar cross check.)

9           *Robato v. Dry Bar Holdings, LLC* (San Francisco City and County Superior Court Case  
10 No. CGC-14-540275, April 13, 2016) (class counsel was awarded one-third of the gross  
11 settlement amount (\$433,333.33) even though a relatively small lodestar (\$300,965) was  
12 submitted; a significant positive multiplier was awarded because of the contingent nature of the  
13 representation, the quality of the representation, the benefits obtained for the class, the risk of  
14 nonpayment, and other related reasons).

15           *Jimenez v. Max's World, Inc.* (San Francisco County Superior Court Case No. CGC-13-  
16 530509, April 23, 2015) (the representative plaintiff alleged three wage and hour causes of  
17 action for unpaid wages, wage statement violations, and PAGA. The Court awarded a fee  
18 percentage award equaling 33 1/3% of the gross settlement amount stating that the percentage is  
19 appropriate under California law for awarding attorney's fees in class actions).

20           *Lacy v. Agro Merchs. Oakland*, 2021 Cal. Super. LEXIS 150810 (Alameda County,  
21 Superior Court Case No. RG18909127, April 27, 2021) (wage and hour class action where the  
22 Court awarded \$594,000 in attorneys' fees, 33.33% of the common fund, without performing a  
23 lodestar crosscheck.)

24           *Garza v. Cen-Cal Fire Sys.*, 2021 Cal. Super. LEXIS 16539 (Alameda County, Superior  
25 Court Case No. RG20070111, April 27, 2021) (wage and hour class action with a PAGA cause  
26 of action as well where the Court awarded 1/3 of the common fund in attorneys' fees to class  
27 counsel equaling \$116,666.66 despite a lodestar of \$99,692.50.)  
28

1        *Dill v. Mainz Brady, Grp.* (San Mateo County, Superior Court Case No. CIV 527099,  
2 June 24, 2015) (wage and hour class action where the Court awarded \$126,000 in attorney’s  
3 fees and costs, representing 35% of the Settlement Sum, regarding it as “in the range of the  
4 prevailing market rate for contingency litigation in the employment or wage and hour context”)

5        *Thompson v. Ontario 947, Inc.* (San Bernardino County, Superior Court Case No.  
6 CIVDS 1604818, Jan. 08, 2019) (PAGA representative action that led to a class settlement;  
7 counsel was awarded 35% of the common fund “in light of the substantial risks and significant  
8 work undertaken...and the positive results obtained for the class.”

9        *Cubillas v. Dav-El Los Angeles* (Los Angeles County, Superior Court Case No.  
10 BC427918, June 14, 2018) (wage and hour class action with causes of action nearly identical to  
11 the instant action; the court awarded \$1,120,000 in attorneys’ fees equaling 40% of the common  
12 fund).

### 13                    **C. Lodestar Crosscheck**

14        While the “percentage of the benefit” method is often endorsed as the best measure for  
15 determining a fair fee, courts tend to compare the requested percentage amount to counsel’s  
16 “lodestar” to cross-check the reasonableness of the award applied for. *E.g., Vizcaino v.*  
17 *Microsoft Corp.* (9th Cir. 2002) 290 F.3d 1043, 1050. The “lodestar” is calculated by  
18 multiplying the number of hours expended on litigation by a reasonable hourly rate. *Ketchum v.*  
19 *Moses* (2001) 24 Cal.4th 1122, 1134 .

20        “The reasonable hourly rate is that prevailing in the community for similar work.”  
21 *PLCM Group, Inc. v. Drexler* (2000) 22 Cal. 4th 1084, 1095. Courts in the San Francisco Bay  
22 Area have determined that rates up \$800 are reasonable depending on an attorney’s level of  
23 experience. *Miguel-Sanchez v. Mesa Packing, LLC*, No. 20-cv-00823-VKD, 2021 U.S. Dist.  
24 LEXIS 202330, at \*29 (N.D. Cal. Oct. 20, 2021); *De Leon v. Ricoh USA, Inc.*, No. 18-cv-  
25 03725-JSC, 2020 U.S. Dist. LEXIS 56285, at \*48 (N.D. Cal. Mar. 31, 2020) *citing, In re*  
26 *Magsafe Apple Power Adapter Litig.*, No. 5:09-CV-01911-EJD, 2015 U.S. Dist. LEXIS 11353,  
27 at \*12 (N.D. Cal. Jan. 30, 2015) (“In the Bay Area, reasonable hourly rates for partners range  
28 from \$560 to \$800, for associates from \$285 to \$510, and for paralegals and litigation support

1 staff from \$150 to \$240.") (collecting cases).<sup>7</sup> \$800 has been a reasonable rate since at least  
2 2021.

3 Class Counsel's hourly rate is \$800 per hour. [Uriarte Dec. ¶ 12]. Hours worked by his  
4 team are also part of the lodestar calculation, and they are billed as follows: Ernesto Sanchez is  
5 billed at \$500 per hour; Nick Aguilar is billed at \$350 per hour; Luiseth Contreras is billed at  
6 \$280 per hour, and Kristoffer Solomon is billed at \$300 per hour. *Id.* Plaintiffs submit these  
7 rates are appropriate considering the above individuals' credentials and experience, which are  
8 provided via declaration. *Id.* Plaintiffs further submit that these rates are more than reasonable  
9 considering the locality and the complex nature of the class action work performed by Class  
10 Counsel and by his team under his supervision.

11 Upon accepting a lodestar amount, courts have routinely applied positive or negative  
12 multipliers; a positive multiplier is often applied in contingency fee cases, paying attorneys a  
13 "premium over their normal hourly rates... to mitigate the risk of nonpayment." *Vizcaino, supra*  
14 at 1051. *See also, Hanlon v. Chrysler Corp.* (9th Cir. 1998) 150 F.3d 1011, 1029 (district courts  
15 may upwardly adjust the lodestar amount depending on the "quality of the representation, the  
16 benefit obtained for the class, the complexity and novelty of the issues presented, and the risk of  
17 nonpayment."). "Once the court has fixed the lodestar, it may increase or decrease that amount  
18 by applying a positive or negative 'multiplier' to take into account a variety of other factors,  
19 including the quality of the representation, the novelty and complexity of the issues, the results  
20 obtained, and the contingent risk presented." *Thayer v. Wells Fargo Bank* (2001) 92 Cal. App.  
21 4th 819, 833, *citing Lealao, supra*, 82 Cal. App. 4th 19, 26. "The purpose of such adjustment is  
22 to fix a fee at the fair market value for the particular action. In effect, the court determines,

23 \_\_\_\_\_  
24 <sup>7</sup> California courts commonly look to Federal Rule of Civil Procedure ("FRCP") 23  
25 jurisprudence for guidance when adjudicating class action litigation under California Code of  
26 Civil Procedure § 382 and California Rule of Court 3.769. *Vasquez v. Superior Court* (1971) 4  
27 Cal.3d 800, 821; *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1800-01. *See also, Bell*  
28 *v. Farmers Ins. Exchange* (2004) 115 Cal.App.4th 715, 740, *citing City of San Jose v. Superior*  
*Court* (1974) 12 Cal.3d 447, 453 ("the California Supreme Court has urged trial courts to be  
procedurally innovative in determining whether to allow class suits, encouraging them to  
incorporate procedures from outside sources in particular Rule 23 of the Federal Rules of Civil  
Procedure") (internal quotations omitted).

1 retrospectively, whether the litigation involved a contingent risk or required extraordinary legal  
2 skill justifying augmentation of the unadorned lodestar in order to approximate the fair market  
3 rate for such services." *Id.*

4 Since January 2020, Class Counsel and his team have accrued a lodestar amount of  
5 \$112,984 based on 221.5 total hours of work. [See, Uriarte Dec. ¶ 13; Exhibit "3" for the Table  
6 of Hours Worked]. Class Counsel submits these litigation hours were necessary to attain the  
7 instantly proposed settlement. [Uriarte Dec. ¶ 13]. The fee request implies a negative multiplier  
8 of .88. Plaintiffs submit this is justified considering the financially limited nature of the  
9 settlement as previously mentioned herein.

10 **D. The Litigation and Administration Costs Reimbursement Request is**  
11 **Fair, Adequate, and Reasonable**

12 An attorney who creates or preserves a common fund is entitled to reimbursement of  
13 litigation costs. *Mills v. Elec. Auto-Lite Co.* (1970) 396 U.S. 375, 391-393. This reimbursement  
14 is done proportionately by the fund's beneficiaries. *Id.* See also, Herbert B. Newberg, Attorney  
15 Fee Award (1986) § 2.19: "Costs Reimbursement in Common Fund Fee Determinations" at 69.

16 Plaintiffs seek reimbursement on behalf of Class Counsel for accrued litigation expenses  
17 totaling \$5,698.41 and \$11,000 or \$13,000 on the CPT's behalf, the increased amount being  
18 necessary if a second distribution to SCM is required. [See, Class Counsel's Summary of  
19 Litigation Expenses attached as Exhibit "4" to Uriarte Dec; Soto-Najera Dec. ¶ 12]. Class  
20 Counsel submits these expenses were necessary to fund this litigation effort and achieve the  
21 proposed settlement. [Uriarte Dec. ¶ 14].

22 The types of expenses at issue here are of the kind that courts have routinely approved as  
23 compensable. Class Counsel has attached an itemized list of expenses; they fall into the  
24 following categories: the mediation fee, expert fees, filing fees, copies, postage, research fees,  
25 and other miscellaneous expenses. [See, Exhibit "4" to Uriarte Dec.].

26 The amount requested on behalf of the settlement administrator is also typical and fair.  
27 CPT has processed the class list from Defendant, made final edits to the notice form, mailed out  
28 notice forms to putative SCM, set up a telephone customer service line and a settlement

1 website, addressed undeliverable mailings, and used skip-tracing to locate updated addresses.  
2 [See generally, Soto-Najera Dec.]. It has also calculated each Settlement Class members’  
3 estimated share of the settlement and communicated effectively with counsel. *Id.* Assuming the  
4 settlement receives final approval, CPT will eventually distribute funds to SCM.

5 **E. Plaintiffs’ Enhancement Requests are Fair, Adequate, and Reasonable**

6 Class representative enhancement awards are important because they are multi-  
7 purposed: they serve to (1) reward the named plaintiffs for work done on behalf of the class, (2)  
8 make up for any potential financial or reputational risks undertaken by plaintiffs in bringing the  
9 action, and (3) compensate the named plaintiffs for signing broader releases than the class they  
10 represent. “Incentive awards are fairly typical in class action cases.” *Rodriguez v. West Publ’g*  
11 *Corp.* (9th Cir. 2009) 563 F.3d 948, 958. See also, *Radcliffe v. Experian Info. Solutions* (9th Cir.  
12 2013) 715 F.3d 1157, 1163 (an incentive award should not be so large when compared to class  
13 member payments so that representatives are more interested in their enhancement than in  
14 advancing the interests of the class).

15 Plaintiffs seek enhancement awards in the amount of \$3,000 each or \$6,000 total. Like  
16 with the attorneys’ fee request, the amount of enhancement sought is less than allowed by the  
17 Agreement due to the financially limited nature of the settlement. [AGMT ¶¶ E(2)-(3)]. In  
18 general, Plaintiffs have expended considerable time and effort advocating on behalf of SCM.  
19 Plaintiffs have dedicated approximately 30 hours each to this case. [See, Corona Dec. ¶ 11;  
20 Alcaute Dec. ¶ 11 ].<sup>8</sup> Plaintiffs have detailed their efforts in the declarations submitted  
21 concurrently herewith. [See generally, Exhibit “5” to Uriarte Dec].

22 With regard to the exact amount requested, Courts in Northern California have approved  
23 similar or greater enhancement awards to representative plaintiffs. *E.g., Bellinghausen v.*  
24 *Tractor Supply Co.* (N.D. Cal. Mar. 19, 2015) 306 F.R.D. 245 (plaintiff awarded \$15,000 “in  
25 light of the time and effort Plaintiff expended for the benefit of the class—at times, to his own  
26 personal detriment—and the risks associated with initiating the litigation and representing the  
27

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28 <sup>8</sup> Plaintiffs’ Declarations are attached as Exhibit “5” to Uriarte Dec.

1 class.); *Covillo v. Specialty's Café*, 2014 U.S. Dist. LEXIS 29837, \*28 (N.D. Cal. Mar. 6, 2014)  
2 \*28-29 (two representative plaintiffs were awarded \$8,000 each “in light of the time and effort  
3 Plaintiffs expended for the benefit of the class and the risks associated with initiating the  
4 litigation and representing the class. Plaintiffs also undertook a “reputational risk” in bringing  
5 the action); *Cordy v. USS-Posco Indus.* (N.D. Cal. Jan. 8, 2014) 2014 U.S. Dist. LEXIS 2217,  
6 \*3-4, 14-15 (a total of \$9,500 in enhancement payments was approved to two separate  
7 plaintiffs, \$1,500 to the representative for the wage statement subclass and \$8,000 to the other  
8 representative).

### 9 III. CONCLUSION

10 Based on the information and legal arguments provided herein, Plaintiffs respectfully  
11 request that this Court approve: (1) attorneys’ fees for Class Counsel equaling 25% of the gross  
12 settlement amount or \$100,000; (2) \$5,698.41 in accrued litigation costs for Class Counsel; (3)  
13 a maximum of \$13,000 in settlement administration fees for CPT; and (4) representative  
14 enhancement awards to Plaintiffs equaling \$3,000 each (\$6,000 total).

15  
16  
17 Dated: August 20, 2024



18  
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20 Liberation Law Group, P.C.  
21 Attorneys for Plaintiffs  
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