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Attorneys for Plaintiff, Meybell Perez,
on behalf of herself and all others similarly situated

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE**

MEYBELL PEREZ, on behalf of herself and
all others similarly situated,

Plaintiff,

vs.

BLOWER-DEMPSAY CORPORATION, a
California corporation, LYNEER
STAFFING SOLUTIONS, LLC, a Delaware
limited liability company and DOES 1
through 50, inclusive,

Defendants.

Case No. 30-2020-01140589-CU-OE-CXC
ASSIGNED FOR ALL PURPOSES TO:
JUDGE: Hon. Melissa R. McCormick
DEPT: CX104

**NOTICE OF MOTION AND MOTION FOR
FINAL APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT; MEMORANDUM OF
POINTS AND AUTHORTIES.**

**[Declarations of James R. Hawkins, Meybell
Perez and Mary Butler and proposed order filed
concurrently herewith]**

Date: October 19, 2023
Time: 2:00 p.m.
Dept.: CX104

PLEASE TAKE NOTICE THAT on October 19, 2023, at 2:00 p.m. in Department
CX104 of the above-entitled court located at 751 W. Santa Ana Blvd, CA 92701, Plaintiff
Meybell Perez (“Plaintiff”) will and hereby does move the Court for final approval of the class
action and PAGA settlement and all agreed-upon terms therein. This Motion seeks final approval
of: (1) the Amended Settlement Agreement and Stipulation to Resolve Class Action and PAGA
Claims; (2) the Gross Settlement Amount of Seven Hundred Forty Thousand Dollars (\$740,000);
(3) all settlement payments to individual Class Members; (4) the Class Representative
enhancement payment in the amount of Five Thousand Dollars (\$5,000) to the named Plaintiff

1 Meybell Perez; (3) Twenty-Five Thousand Dollars (\$25,000) in PAGA penalties; (4) costs of
2 administering the Settlement paid to the Settlement Administrator, Simpluris, Inc. in the amount
3 of Twelve Thousand Seven Hundred Eighty-Seven Dollars (\$12,787); (5) an award of Two
4 Hundred Forty-Six Thousand, Six Hundred Sixty-Six Dollars and Forty-Two Cents
5 (\$246,666.42) (33.3333% of the Gross Settlement Amount) in attorneys' fees to Class Counsel,
6 James Hawkins, APLC, and attorney costs of Fourteen Thousand Three Hundred Twenty-Four
7 Dollars and Twenty-Two Cents (\$14,324.22)

8 This Motion is made pursuant to California Rules of Court Rule 3.769, which requires
9 court approval of the settlement of a putative class action. Further, this Motion will be based on
10 the following: Memorandum of Points and Authorities set forth herein; the Amended Settlement
11 Agreement and Stipulation to Resolve Class Action and PAGA Claims attached to the
12 Declaration of James R. Hawkins as Exhibit 1; the Declarations of James R. Hawkins, Meybell
13 Perez, and Mary Butler in support of Plaintiff's Motion for Final Approval; Declaration of James
14 R. Hawkins filed in support of Plaintiff's Motion for Preliminary Approval and any supplements
15 thereto and such evidence or oral argument as may be presented at the hearing, and on the
16 complete records and file herein.

17
18 DATED: September 26, 2023

JAMES HAWKINS, APLC

19
20 By: 

James R. Hawkins, Esq.
Isandra Y. Fernandez, Esq.
Lance Dacre, Esq.
Attorneys for Plaintiff
Meybell Perez

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TABLE OF CONTENTS

I. INTRODUCTION3

II. LITIGATION AND SETTLEMENT.....4

 A. Pleadings.....4

 B. Discovery and Mediation5

 C. The Preliminarily Approved Settlement.....5

 D. Dissemination of Class Notice.....7

 E. The Settlement Provides Reasonable Compensation to Class Members.....8

III. FINAL SETTLEMENT APPROVAL IS APPROPRIATE.....9

 A. This Court Preliminarily Found This Settlement To Be Fair, Reasonable And
 Adequate And Nothing Has Changed To Disturb That.....10

 1. The Settlement Resulted From Non- Collusive, Arms- Length
 Negotiations.....11

 2. The Settlement is Supported by Substantial Investigative
 Discovery Efforts.....11

 3. Class Counsel is Experienced in Similar Litigation.....11

 4. The Class Members’ Positive Reaction to the Settlement Favors
 Final Approval.....12

IV. CLASS REPRESENTATIVE ENHANCEMENT IS REASONABLE.....12

V. CLASS COUNSEL’S REQUEST FOR ATTORNEYS FEE AWARD IS
REASONABLE.....13

 A. Class Counsel’s Requested Fees Are Reasonable Under Lodestar/Multiplier
 Method.....14

 1. Time and Effort.....15

 2. Extent Litigation Precluded Other Employment.....15

 3. Contingent Nature of the Agreement.....16

 4. Experience, Reputation, and Ability of Plaintiff’s Counsel.....16

 5. Result Obtained On Behalf of the Class by Plaintiff’s Counsel...16

1
2
3
4
5
6
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8
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10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

6. Reaction of Putative Class Members.....17

B. Class Counsel’s Requested Fee Is Reasonable Under the Percentage of the Benefit
Method.....18

1. Attorneys’ Fees Should Be Based Upon the Total Benefit to the
Class.....18

2. The Contingent Nature of Class Counsel’s Representation
Supports The Requested Fees Based on 33.3333% of the GSA...19

3. Additional Factors Re: Contingency Market Rate Justify The
Requested Fee Award.....20

4. Class Counsel’s Requested Fee Award Is Well Within California’s
Benchmark Awards and Thus Reasonable Under the Percentage of
the Benefit Method.....21

VI. CLASS COUNSEL’S REQUESTED COSTS ARE REASONABLE.....22

VII. THE SETTLEMENT ADMINISTRATOR’S REQUESTED EXPENSES ARE
REASONABLE.....23

VIII. CONCLUSION.....23

TABLE OF AUTHORITIES

CASES

1		
2		
3	<i>7-Eleven Owners for Fair Franchising v. Southland Corp.,</i>	
4	(2000) 85 Cal. App. 4th 1135.....	10
5	<i>Bell v Farmers Ins. Exchange,</i>	
6	(2004) 115 Cal App 4th 715.....	13
7	<i>Boyd v. Betchel Corp</i>	
8	(D.C. Cal 1976) 485 F. Supp 610.....	12
9	<i>Browning v. Yahoo! Inc.,</i>	
10	(N.D. Cal. Nov. 16, 2007).....	22
11	<i>Cellphone Fee Termination Cases</i>	
12	(2010) 186 Cal. App. 4 th 1380.....	13
13	<i>Chavez v. Netflix, Inc.</i>	
14	(2008) 162 Cal. App 4 th 43.....	19,21
15	<i>Clark v. American Residential Services, LLC,</i>	
16	(2009) 175 Cal App 4th 785.....	12
17	<i>Class Plaintiffs v. City of Seattle</i>	
18	955 F.2d 1276.....	10
19	<i>Consumer Cause, Inc. v. Mrs. Gooch's Natural Food Markets, Inc.,</i>	
20	(2008) 162 Cal. App. 4 th 43.....	19
21	<i>Deposit Guaranty Nat. Bank, Jackson, Miss. v. Roper,</i>	
22	(1980) 445 U.S. 326.....	21
23	<i>Dunk v. Ford Motor Company</i>	
24	(1996) 48 Cal.App.4th 1794.....	10,12,15
25	<i>Earley v. Superior Court,</i>	
26	(2000) 79 Cal.App.4th 1420.....	13
27	<i>Fair Franchising v. Southland Corp.,</i>	
28	(2000) 85 Cal. App. 4 th 1135.....	10

III

TABLE OF CONTENTS AND AUTHORITIES

1	<i>Gentry v. Superior Court,</i>	
2	42 Cal. 4th 443.....	20
3	<i>Glass v. UBS Financial Services,</i>	
4	(N.D. Cal. Jan. 26, 2007) WL 221862 at *16).....	22
5	<i>Graham v. Daimler Chrysler Corp.,</i>	
6	(2008) 34 Cal. 4th 553.....	19
7	<i>Hensley v. Eckerhart,</i>	
8	(1983) 461 U.S. 424.....	14,16
9	<i>Hopson v. Hanesbrands Inc.,</i>	
10	(N.D. Cal. Apr. 3, 2009) 09 WL 928133.....	22
11	<i>In re Activision Sec. Litig.,</i>	
12	(N.D. Cal. 1989) 723 F. Supp. 1373.....	18
13	<i>In Re Bluetooth,</i>	
14	654 F.3d at 942.....	14
15	<i>In re California Indirect Purchases</i>	
16	(October 22, 1998) WL1031494 at * 9.....	18,21
17	<i>In re Facsimile Paper Antitrust Litigation</i>	
18	(San Francisco Sup. Ct. 1997) Civ. Case No. BC0070061.....	21
19	<i>In re Liquid Carbon Dioxide Cases</i>	
20	(San Diego Sup.Ct.1996) J.C.C.P. 3012.....	21
21	<i>In re Milk Antitrust Litigation</i>	
22	(L.A. Sup. Ct. 1998) Civ. Case No. BC070061.....	21
23	<i>In re Quantum Health Resources, Inc.</i>	
24	(C.D.Cal. 1997) 962 F. Supp. 1254.....	18
25	<i>In re Wash. Pub. Power Supply System Sec. Litig.</i>	
26	(D. Ariz. 1989) 720 F. Supp. 1379.....	12
27	<i>Ketchum v. Moses</i>	
28	(2001) 24 Cal. 4th 1122.....	16,19

IV
TABLE OF CONTENTS AND AUTHORITIES

1	<i>Kullar v. Foot Locker Retail, Inc.</i>	
2	(2008) 168 Cal. App. 4 th 116.....	10,11
3	<i>Laffitte v Robert Half Intern, Inc.</i>	
4	(2016) 1 Ca. 4th 480.....	14,18,19
5	<i>Lealao v. Beneficial California, Inc.</i>	
6	(2000) 82 Cal. App 4 th 19.....	passim
7	<i>Lopez v. Youngblood,</i>	
8	(E.D. Cal. Sept. 1, 2011).....	22
9	<i>Maria P. v. Riles,</i>	
10	(1987) 43 Cal.3d 1281.....	14
11	<i>Munoz v. BCI Coca-Cola Bottling Co. of Los Angeles,</i>	
12	(2010) 186 Cal. App. 4th 399.....	10
13	<i>People ex rel. Dept. of Transportation v. Yuki,</i>	
14	31 (1995)Cal. App. 4th 1754.....	14,15
15	<i>Potter v Pacific Coast Lumber Company,</i>	
16	(1951) 37 Cal. 2d. 592.....	10
17	<i>Rader v. Thrasher,</i>	
18	(1962) 57 Cal. 2d 244.....	20
19	<i>Reed v. General Motors</i>	
20	(5th Cir. 1983) 703 F.2d 170.....	12
21	<i>Romero v Producers Dairy Food, Inc.</i>	
22	(E.D. Cal. Nov. 14, 2007).....	21
23	<i>Salton Bay Marina v. Imperial Irrig. Dist.,</i>	
24	(1985) 172 Cal. App. 3d 914.....	14,20
25	<i>Sav-On Drug Stores, Inc. v. Superior Court,</i>	
26	(2004) 34 Cal. 4th 319.....	20
27	<i>Serrano v. Priest (Serano III),</i>	
28	(1977) 20 Cal.3d 25, 48.....	14

1	<i>Serrano, supra,</i>	
2	20 Cal. 3d at 49.....	15
3	<i>Staton v. Boeing,</i>	
4	327 F.3d 938, 977 (9th Cir. 2003).....	13
5	<i>Thayer v. Wells Fargo Bank, supra,</i>	
6	92 Cal. App. 4th at 839.....	21
7	<i>Wash. Pub. Power Supply System Sec. Litig.</i>	
8	(D. Ariz. 1989) 720 F. Supp. 1379.....	12
9	<i>Westside Cmty. for Indep. Living, Inc. v. Obledo,</i>	
10	(1983) 33 Cal.3d 348.....	14
11	<i>Wershba v. Apple Computer, Inc.</i>	
12	(2001) 91 Cal. App. 4th 224.....	14,18,19
13	<i>Williams v. MGM-Pathe Communications Co.,</i>	
14	(9th Cir. 1997)129 F.3d 1026.....	22
15	<i>Young v. Polo Retail,</i>	
16	(N.D. Cal. Mar. 28, 2007).....	22

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STATE RULES AND STATUTES

Bus. & Prof. Code § 17200 et seq.....4

California Code of Civil Procedure § 382.....10

California Code of Civil Procedure § 1021.5(a).....13

California Labor Code § 226.7.....9

California Labor Code § 2802.....13

California Rules of Court 3.769.....2

California Rules of Court 3.769(g).....10

by IWC Wage Order 1-2001(11)(D).....9

FEDERAL RULES

Fair Credit Reporting Act (FCRA), 15 USC §1681(b) *et seq*.....4

SECONDARY SOURCES

Manual For Complex Litigation 4th ed. § 14.121 (2004).....18

Newberg §11.41.....10

Newberg on Class Actions § 14.6 (4th ed.2007).....21

1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. INTRODUCTION**

3 Plaintiff Meybell Perez (“Plaintiff” or “Class Representative”), on behalf of a putative
4 class (“Class” or “Class Members”), seeks final approval of the Amended Settlement Agreement
5 and Stipulation to Resolve Class Action and PAGA Claims (“Settlement” or “Settlement
6 Agreement”) reached with Blower-Dempsay Corporation (BDC) and Lyneer Staffing Solutions
7 LLC (Lyneer) (together “Defendants”) (Plaintiff and Defendants together, “Parties”).

8 On May 12, 2023, this Court preliminarily approved the settlement amount of Seven
9 Hundred Forty Thousand Dollars (\$740,000) as being fair, adequate, and reasonable. Further, this
10 Court preliminarily appointed Plaintiff’s counsel, James Hawkins and Isandra Fernandez of
11 James Hawkins APLC as class counsel, the named Plaintiff, Meybell Perez, as Class
12 Representative, and preliminarily certified the Settlement Class which consists of: all current and
13 former non-exempt employees who (1) were employed by either Blower-Dempsay Corporation or
14 Lyneer Staffing Solutions, LLC; and (2) worked in the Pacific Western Container division
15 (“PWC”) of Blower-Dempsay Corporation between May 26, 2016 and February 28, 2023 (the
16 “Class Period”) (“Class Members”) (Settlement Agreement ¶¶ 6, 8). The Court also preliminarily
17 approved Simpluris, Inc. (Simpluris) as the Settlement Administrator.

18 On June 9, 2023, the parties notified the Class Members about the settlement through the
19 Settlement Administrator, Simpluris (Declaration of Mary Butler (“Butler Decl.”) ¶ 8). The
20 deadline for requests for exclusion from and objections to the Settlement expired August 8, 2023,
21 60 days after the June 9, 2023, mailing (Settlement Agreement ¶ 18; Butler Decl. ¶ 10). The
22 benefits conferred to the Settlement Class, as a result of this Settlement, are very favorable.
23 Specifically, as previously set forth in Plaintiff’s Motion for Preliminary Approval (“Preliminary
24 Approval Motion”), this is a cash settlement with no reversionary aspect. Every Class Member
25 who has not opted out of the Settlement will automatically be mailed an individual settlement
26 payment. There is no claims filing process, and Class Members do not have to file a claim to be
27 mailed a payment. Moreover, out of the 802 class members presumed to have received a Class
28 Notice, there was only one (1) request for exclusion, no objections, and one dispute to the

1 settlement, which the parties and the Settlement Administrator determined did not qualify under
2 the Settlement Agreement as it pertained to a different employer (Butler Decl. ¶¶ 11, 12, 13).

3 Additionally, in the event the Court approves the requested fees, costs and enhancements,
4 the estimated *highest* settlement share to be paid is Three Thousand Six Hundred Twenty-Three
5 Dollars and Seventy-Two Cents (\$3,623.72), the *lowest* estimated settlement share to be paid is
6 approximately Ten Dollars and Twenty-Seven Cents (\$10.27), and the *average* estimated
7 settlement share to be paid is Five Hundred Eighteen Dollars and Eight Cents (\$518.08) (Butler
8 Decl. ¶ 14).

9 In sum, the proposed Settlement, which is the product of diligent advocacy and arms-
10 length negotiations by Class Counsel, provides significant benefits to the Class and has been well
11 received as a favorable outcome. The Settlement of this action is fair, reasonable, and adequate,
12 and in the best interest of the Class. Accordingly, final approval of the Settlement should be
13 granted.

14 **II. LITIGATION AND SETTLEMENT**

15 **A. Pleadings**

16 On April 22, 2020, Plaintiff Meybell Perez initiated this action in the Superior Court for
17 the County of Orange on behalf of herself and all others similarly situated, styled *Meybell Perez*
18 *v. Blower-Dempsey Corporation, et. al.*, Case no. 30-2020-01140589-CU-OE-CXC. The
19 Complaint asserted causes of action for; (1) failure to pay lawful wages including overtime
20 wages; (2) failure to provide lawful rest periods or compensation in lieu thereof; (3) failure to
21 provide lawful rest periods or compensation in lieu thereof; (4) failure to reimburse employee
22 expenses; (5) failure to pay all wages owed at termination of employment; (6) failure to provide
23 accurate itemized wage statements; and (7) violations of the unfair competition law (Bus. & Prof.
24 Code § 17200 *et seq.*) (the “Action”) (See Declaration of James R. Hawkins “Hawkins Decl.” ¶
25 2).

26 On April 22, 2020, Plaintiff also provided notice to the Labor and Workforce
27 Development Agency (“LWDA”) of her intent to bring or amend an action for violations of the
28 Labor Code Private Attorney General Act (“PAGA”) (Hawkins Decl. ¶ 3). On June 30, 2020,

1 Plaintiff filed a First Amended Complaint, which included one additional cause of action for
2 violations under PAGA. The First Amended Complaint is the operative complaint in this matter
3 (*Id.*).

4 **B. Discovery and Mediation**

5 Through formal and informal discovery, Plaintiff and Defendants have exchanged
6 documents and information related to the claims asserted. Defendants have produced timecard
7 records and wage reports and also provided Plaintiff with class data and samples of time records,
8 wage statements, and information regarding the number of non-exempt employees during the
9 relevant time period. Through this discovery, Plaintiff was able determine the strengths and
10 weaknesses of the matter (Hawkins Decl. ¶ 4).

11 After conducting thorough formal and informal discovery, exchanging relevant
12 information and engaging in numerous discussions regarding the claims alleged, on September
13 14, 2021, the parties participated in an all day private mediation with Gig Kyriacou. (Hawkins
14 Decl. ¶ 5). During the course of the mediation, the parties exchanged further information and
15 documentation concerning Plaintiff's claims and Defendants' defenses thereto, and aggressively
16 advocated for their respective positions. The parties were unable to reach a settlement (*Id.*).

17 Subsequent to the mediation, the Parties had numerous settlement discussions. In or about
18 late May 2022, the Parties reached a settlement in principle. Thereafter, the Parties continued
19 negotiations regarding the specific terms of the settlement and in the process exchanged
20 additional information regarding the same. (Hawkins Decl. ¶ 6) Starting in or about June 2022,
21 the Parties exchanged numerous drafts of the long-form settlement agreement and notice and
22 engaged in discussions regarding proposed revisions thereto. The Settlement was executed at the
23 end of October 2022. At the end of April 2023, in response to the Court's request for
24 supplemental revisions, the Parties executed the Amended Settlement Agreement and Stipulation
25 to Resolve Class Action and PAGA Claims, which is now before this Court for final approval
26 (Hawkins Decl. ¶ 6, Exhibit 1- Settlement Agreement).

27 **C. The Preliminarily Approved Settlement**

28 On December 23, 2022, Plaintiff filed the Motion for Preliminary Approval of Class

1 Action Settlement (“Preliminary Approval Motion”) and on April 25, 2023, filed a Supplement to
2 the Preliminary Approval Motion. As part of those supplements, the Parties amended the
3 settlement. On May 12, 2023, the Court entered the Order granting preliminary approval and
4 preliminarily appointed class counsel (James R. Hawkins and Isandra Fernandez of James
5 Hawkins APLC), the class representative (Meybell Perez), and the Settlement Administrator
6 (Simpluris, Inc.). The Court also approved the proposed Notice of Proposed Class Action
7 Settlement and the Exclusion and Objection Forms (“Notice Packet”). Now that administration
8 has been completed, subject to the Court’s final approval, the fees and expenses will be paid from
9 the Gross Settlement Amount (GSA) of Seven Hundred Forty Thousand Dollars (\$740,000) as
10 follows:

11 1. Subject to Court approval, the law firm of James Hawkins, APLC shall be
12 paid \$246,666.42 in attorneys’ fees (33.3333% of the GSA) and litigation costs of \$14,324.22
13 (Settlement Agreement ¶ 4).

14 2. Subject to Court approval, an Enhancement Award of \$5,000 shall be paid
15 to the named Plaintiff, Meybell Perez, for her time and effort pursuing the Action on behalf of the
16 Class (Settlement Agreement ¶ 12).

17 3. Subject to Court approval, Settlement Administration Costs shall be
18 deducted from the GSA in the amount of \$12,787 (Butler Decl. ¶ 14) and were estimated at
19 \$15,000 (Settlement Agreement ¶ 43(b)).

20 4. Subject to Court approval, \$25,000 will be allocated to the settlement of
21 claims arising under PAGA, of which 75% (\$18,750) will go to the California Labor and
22 workforce Development Agency (the “LWDA Payment”), and 25% (\$6,250) will be distributed
23 to Aggrieved Employees. (Settlement Agreement ¶ 43(d)).

24 5. Payment to Class Members who do not submit a valid request for
25 exclusion, shall be made based on a percentage of the Net Settlement Amount (“NSA”) which is
26 the amount remaining after deducting amounts set forth in paragraphs 1-4 above from the GSA.
27 “Net Settlement Amount” means the Gross Settlement Amount less all of the following as
28 approved by the Court: (a) Service Award to Plaintiff; (b) Attorneys’ Fees to Class Counsel; (c)

1 Litigation Costs to Class Counsel; (d) Settlement Administration Costs to Settlement
2 Administrator; and (e) PAGA Settlement Amount to the LWDA and (Settlement Agreement ¶¶
3 19, 42, 43(e)).

4 6. Settlement Payments shall be allocated as follows for tax purposes: forty
5 percent (40%) shall be attributed to wages, forty percent (40%) to interest, and twenty percent
6 (20%) as penalties. The Settlement Administrator shall calculate, withhold, and remit to
7 applicable governmental agencies sufficient amounts as may be owed for employees' share of
8 taxes due on the portion of the Individual Settlement Payment allocated to wages that will be
9 reported on an IRS Form W2 basis. These amounts shall be paid from the Net Settlement
10 Amount. The Settlement Administrator shall also report those portions of the Individual
11 Settlement Payments allocated to interest and penalties on an IRS Form 1099 basis as required by
12 law (Settlement Agreement ¶¶45(a) and (b)). The Employer's share of payroll taxes will be paid
13 separately by Defendants (Settlement Agreement ¶ 42).

14 7. This is a non-reversionary settlement with no reversion of funds to
15 Defendants (Settlement Agreement ¶ 50(c)). Any checks issued to Settlement Class Members that
16 remain uncashed 180 days after the date they are issued, will be cancelled, and associated funds
17 shall be transferred to the State of California's Unclaimed Property Fund in the name of the
18 Participating Class Member/Aggrieved Employee (Settlement Agreement ¶ 50(c)).

19 **D. Dissemination of Class Notice**

20 On May 28, 2023, *Simpluris* received the mailing lists containing the Class Members'
21 names, most recent mailing address and telephone numbers, social security numbers, and
22 pertinent employment information for each Class Member during the Class Period ("Class
23 Lists"). The Class Lists contained data for Eight Hundred Forty-Two (842) Class Members
24 (Butler Decl. ¶ 6). The mailing addresses contained in the Class List were processed and updated
25 and the Notice Packets were mailed via First Class Mail to the 842 Class Members on December
26 13, 2022 (Butler Decl. ¶¶ 7, 8). For the Notice Packets returned from the post office without a
27 forwarding address, *Simpluris* performed an advanced address search (i.e. skip trace) on all of
28 these addresses. To date, only forty Notice Packets remain undeliverable (Butler Decl. ¶ 9).

1 **E. The Settlement Provides Reasonable Compensation to the Class Members**

2 Even without the presumption of fairness and reasonableness, the Settlement is clearly
3 well within the range of reasonableness. Subject to Court approval, the total potential Net
4 Settlement Fund is approximately \$436,222.36 (Butler Decl. ¶ 14). All Settlement Class Members
5 will be paid their portion of the Net Settlement Amount. The estimated *highest* settlement share to
6 be paid is Three Thousand Six Hundred Twenty-Three Dollars and Seventy-Two Cents
7 (\$3,623.72), the *lowest* estimated settlement share to be paid is approximately Ten Dollars and
8 Twenty-Seven Cents (\$10.27), and the *average* estimated settlement share to be paid is Five
9 Hundred Eighteen Dollars and Eight Cents (\$518.08) (Butler Decl. ¶ 14).

10 The predominant claims in this action arise from alleged violations of California law with
11 respect to rest and meal breaks. Specifically, Plaintiff alleges that due to workload requirements,
12 schedule, the use of a bell system to signal the start and end of breaks, and the building layout,
13 she and class members were not able to take an authorized net ten (10) minute rest break for
14 every four hours or major fraction thereof worked during their shifts (Hawkins Decl. ¶ 7). Once
15 the bell rang signaling the start of the rest break, she and other Class Members had to walk to the
16 rest break area, an average 3-minute walk, and walk back to their workstation and be ready to
17 start at the time the bell signaled the end of the rest break. Plaintiff and Class Members thus did
18 not receive a full ten-minute break. Additionally, Plaintiff and Class Members were not provided
19 a third rest break when Plaintiff and Class Members worked shifts in excess of ten (10) hours up
20 to twelve (12) hours (*Id.*).

21 Plaintiff and Class Members were also not provided a minimum, uninterrupted 30-minute
22 meal break before the end of the fifth hour of their work shift. Plaintiff also alleges that she and
23 Class Members were not provided a second 30-minute meal period when they worked shifts in
24 excess of 10 hours (Hawkins Decl. ¶ 8). Similarly, with respect to the rest break claim, Plaintiff
25 alleges that due to workload requirements, schedule, the use of a bell system to signal the start
26 and end of breaks, and the building layout, she and class members were unable to take the
27 required meal breaks for shifts over 5 hours and 10 hours. When the bell signaled the start of the
28 meal break, Plaintiff and similarly situated Class Members stopped working and got in line to

1 punch out for a scheduled 30-minute meal period (*Id.*). They then had to walk to the break area.
2 By the time the second bell rang, signaling the end of the meal period, employees were required
3 to clock back in and be at their workstations ready to work. Due to the time spent walking to the
4 break area and waiting in line to clock back in by the end of the meal period, Plaintiff Perez, and
5 similarly situated Class Members were not able to take a full 30-minute meal period during the
6 shifts in which they worked in excess of 5 hours (*Id.*). Defendants also automatically deducted a
7 full 30-minute meal break regardless of whether or not Plaintiff and Class Members were able to
8 take a full 30-minute meal break during their work shifts. Plaintiff and Class Members were not
9 paid one (1) hour of pay at their regular rate of compensation during each workday that a meal or
10 rest period was not lawfully provided as required by IWC Wage Order 1-2001(11)(D) and Lab.
11 Code §226.7 (*Id.*).

12 Defendants adamantly deny Plaintiff's allegations and maintain that Plaintiff and class
13 members were provided with the opportunity to take all meal and rest periods to which they were
14 entitled. Defendant disputed that any of the claims had merit based upon its written policies
15 (Hawkins Decl. ¶ 9). Defendants also dispute the propriety of certification in this case and
16 contend that its policies and practices concerning the claims asserted in this lawsuit are compliant
17 with California law. Further, Defendants contend that Plaintiff and putative class members were
18 paid meal break premiums during the class period when, due to the demands of the work shift,
19 they were unable to take compliant meal breaks. Defendants have also denied and continue to
20 deny that the lawsuit is appropriate for class treatment for any purpose other than for settlement
21 (*Id.*).

22 As thoroughly discussed in Plaintiff's motion for preliminary approval, Plaintiff's counsel
23 estimated the maximum potential liability of \$6,866,035 that may be owed to the putative class,
24 assuming Plaintiff and the Class were able to obtain an order certifying the class and were also
25 able to fully prove all their claims (Hawkins Decl. ¶ 10).

26 Through his counsel, Plaintiff took into consideration the significant risk that class
27 certification could be denied on the central claims, or that a merits decision on the central claims
28 would not favor the Class (Hawkins Decl. ¶ 11). Plaintiff considered the expense and length of

1 continued proceedings necessary to continue the Action against Defendant through trial and any
2 possible appeals along with Defendant's financial position (*Id.*). Thus, the settlement for
3 Settlement Class members is fair, reasonable, and adequate, given the inherent risk of litigation,
4 the risk relative to class certification and the costs of pursuing such litigation (*Id.*).

5 **III. FINAL SETTLEMENT APPROVAL IS APPROPRIATE**

6 The law favors settlement, particularly in class actions and other complex cases in which
7 substantial resources can be conserved by avoiding the time, cost and rigors of formal litigation.
8 *City of Seattle* 955 F.2d at 1276; *Potter v Pacific Coast Lumber Company*, (1951) 37 Cal. 2d.
9 592, 602-603.; 4 NEWBERG §11.41. When faced with a motion for final approval of a class
10 action settlement under *Code of Civil Procedure* §382, a court inquires whether the settlement is
11 "fair, adequate, and reasonable." See e.g., *Munoz v. BCI Coca-Cola Bottling Co. of Los Angeles*,
12 (2010) 186 Cal. App. 4th 399, 407-408; *Kullar v. Foot Locker Retail, Inc.* (2008) 168
13 Cal.App.4th 116, 129-30; *Dunk v. Ford Motor Company* (1996) 48 Cal.App.4th 1794, 1801.

14 **A. This Court Preliminarily Found This Settlement to be Fair, Adequate and** 15 **Reasonable and Nothing Has Changed to Disturb That.**

16 Before granting preliminary approval of a class action settlement, courts must determine
17 that the proposed settlement is fair, reasonable, and adequate — and not a product of fraud,
18 overreaching, or collusion. Cal. R. Ct. 3.769 (g); Cal. Civ. Pro. Code § 382; *Dunk v. Ford Motor*
19 *Co.*, *supra*, 48 Cal.App.4th at 1801. Courts must presume that a settlement is fair, reasonable, and
20 adequate, and thus appropriate for preliminary approval when the following three factors are
21 satisfied: (1) the parties reached settlement after arms-length negotiations; (2) counsel conducted
22 sufficient investigation and discovery to allow themselves and the court to act intelligently; and
23 (3) counsel is experienced in similar litigation *Id.* at 1802. See also *7-Eleven Owners for Fair*
24 *Franchising v. Southland Corp.*, (2000) 85 Cal. App. 4th 1135, 1146. Further, as discussed
25 below, although not determinative, courts consider the percentage of objectors in determining
26 whether a presumption of fairness exists. *Id.* There is no question that these factors are satisfied
27 here. The parties conducted a sufficient amount of discovery and participated in a private
28 mediation and numerous conferences of counsel that ultimately led to an arms-length settlement

1 that provides for substantial recovery. Moreover, out of 802¹ class members presumed to have
2 received the Notice Packets, there were no objections to, one request for exclusion from, and one
3 dispute with, the Settlement. The dispute was determined to relate to a different employer (Butler
4 Decl. ¶¶ 11,12,13).

5 **1. The Settlement Resulted From Non-Collusive, Arms Length**
6 **Negotiations.**

7 There certainly is no collusion between the parties. The involvement of a neutral third-
8 party mediator is a factor that favors approval and evidences the presumptive fairness of the arm's
9 length negotiations. Indeed, courts should give considerable weight to the competency and
10 integrity of counsel and the involvement of a neutral mediator in assuring themselves that a
11 settlement agreement represents an arms-length transaction entered without self-dealing or other
12 potential misconduct *Kullar v. Foot Locker, supra*, 168 Cal. App. 4th at 129. Here, the parties
13 engaged in a full day mediation session with an experienced and knowledgeable wage and hour
14 mediator, Gig Kyriacou, Esq. (Hawkins Decl. ¶¶ 5).

15 **2. The Settlement is Supported by Substantial Investigative and**
16 **Discovery Efforts.**

17 As discussed in the preliminary approval papers, supporting declaration and herein, Class
18 Counsel analyzed a significant amount of information that Defendants produced in response to
19 formal and informal discovery requests and requests in preparation for mediation (Hawkins Decl.
20 ¶¶ 3-6). The parties have conducted significant investigation of the facts and law during the
21 prosecution of the Action. Class Counsel's research enabled them to pinpoint the relevant issues
22 and claims and to assess potential liability and damages. These efforts resulted in the parties
23 having a clear view of the strengths and weaknesses of their respective cases and achieving a
24 resolution on favorable terms, as was evidenced during mediation and negotiations leading to
25 Settlement (Hawkins Decl. ¶¶ 4-6).

26 **3. Class Counsel is Experienced in Similar Litigation**

27 The endorsement of qualified and well-informed counsel of the settlement as fair is

28 ¹ Out of 842 class members to whom the Notice Packets were mailed, forty remain undeliverable (Butler Decl. ¶ 9).

entitled to significant weight. *See Dunk, supra*, 48 Cal.App.4th at 1802. As discussed in the preliminary approval papers and set forth in the declaration of Class Counsel, Class Counsel have represented, mediated, and settled many other employee class actions in wage and hour litigation and have knowledge of the strengths and weaknesses of the claims against Defendant and the benefits of the proposed settlement under the circumstances of the case. Class Counsel contends that the Settlement is fair, adequate, reasonable, and in the best interests of the Class as a whole (Hawkins Decl. ¶¶ 4, 11, 14-17).

4. The Class Members' Positive Reaction to the Settlement Favors Final Approval.

Finally, courts look at the reaction of class members to determine if a settlement that directly affects their interests should be approved as fair, adequate, and reasonable. As noted above, out of 802 class members presumed to have received the Notice Packets, there were no objections and one dispute (determined to not be related to this employer) to the Settlement (Butler Decl. ¶¶ 9, 12, 13.)

A court may appropriately infer that a class action settlement is fair, adequate, and reasonable even when class members object to it. Indeed, a court may approve a class action settlement as fair, adequate, and reasonable even over the objections of a significant percentage of class members. *See Boyd v. Betchel Corp.*, (D.C. Cal 1976) 485 F. Supp. 610, 624. *Reed v. General Motors* (5th Cir. 1983) 703 F.2d 170, 174; *In re Wash. Pub. Power Supply System Sec. Litig.* (D. Ariz. 1989) 720 F. Supp. 1379, 1394. In our case, there were no objections to the Settlement and the one dispute turned out to not be relevant. The Court should construe this as a further indication of Class Members' support for the Settlement as fair, adequate, and reasonable.

IV. CLASS REPRESENTATIVE ENHANCEMENT IS REASONABLE

The settlement provides for an enhancement award to be paid to the Class Representative. The purpose is to provide an additional incentive payment, taking into consideration the risks, time and effort in coming forward to fulfill all the duties associated with being a class representative. Awarding incentive awards to compensate named plaintiffs in class actions has been specifically recognized. *See, e.g. Clark v. American Residential Services, LLC*, (2009) 175

1 Cal App 4th 785, 804 (incentive awards to named plaintiff appropriate for participation in class
2 action); *Bell v Farmers Ins. Exchange*, (2004) 115 Cal App 4th 715, 726 (upholding “service
3 payments” to named plaintiffs for their efforts in bringing class case).

4 As stated by the Court of Appeal in the *Cellphone Termination Fee Cases*: incentive
5 awards are "intended to compensate class representatives for work done on behalf of the class, to
6 make up for financial or reputational risk undertaken in bringing the action, and, sometimes, to
7 recognize their willingness to act as a private attorney general." *Cellphone Termination Fee*
8 *Cases*, (2010) 186 Cal. App. 4th 1380, 1394 (approving an incentive award of \$10,000).

9 The class representative enhancement payment is intended to compensate named Plaintiff
10 Meybell Perez as the class representative for her willingness to accept the responsibility of
11 representing the interests of all class members. The purpose is to provide an incentive payment,
12 taking into consideration the risks, time, and effort expended by her in coming forward to provide
13 invaluable information and to litigate this matter on behalf of all Class Members. (Settlement ¶
14 43(c)) (Hawkins Decl. ¶ 12) (Declaration of Meybell Perez (“Perez Decl.”) ¶¶ 5-7).

15 Plaintiff also risked potential judgment against her if this case had been unsuccessful. In
16 class action losses, class representatives are deemed the losing party that is liable for the
17 prevailing party’s costs *Earley v. Superior Court*, (2000) 79 Cal. App. 4th 1420, 1433-1434.
18 Finally, Plaintiff also risked this lawsuit having a negative impact on future employment
19 opportunities, as prospective employers may be less inclined to hire an employee who has served
20 as a class representative (Perez Decl. ¶¶ 7, 8.) *See, e.g. Staton v. Boeing*, 327 F.3d 938, 977 (9th
21 Cir. 2003). As such, Plaintiff respectfully requests that this Court approve the Class
22 Representative enhancement payment in the amount of \$5,000.

23 **V. CLASS COUNSELS’ REQUEST FOR ATTORNEYS FEE AWARD IS**
24 **REASONABLE**

25 Subject to court approval, the settlement amount of \$740,000 includes Class Counsel’s
26 attorneys’ fees of \$246,666.42. Plaintiff and class members are entitled to recover their attorneys’
27 fees and costs. (Labor Code §2802; Code Civ. Proc. §1021.5(a); *Earley v. Super. Ct.*, (2000) 79
28 Cal.App.4th 1420. A fee award is justified when class benefits are obtained via settlement. *Maria*

1 *P. v. Riles*, (1987) 43 Cal.3d 1281, 1290-91; *Westside Cmty. for Indep. Living, Inc. v. Obledo*,
2 (1983) 33 Cal.3d 348, 352-53.

3 Fee awards may be based on (1) the percentage-of-the-benefit method; or (2) the lodestar
4 plus multiplier method. See *Wershba v. Apple Computer, Inc.* (2001) 91 Cal. App. 4th 224, 254;
5 *Lealao v. Beneficial California, Inc.* (2000) 82 Cal.App.4th 19, 27. Both methods are proper in
6 California, with courts often only using a lodestar-multiplier method as a check against the
7 reasonableness of a percentage fee award. (See, e.g., *Serrano v. Priest (Serano III)*, (1977) 20
8 Cal.3d 25, 48-49 fn. 23; *People ex rel. Dept. of Transportation v. Yuki*, 31 (1995) Cal. App. 4th
9 1754, 1769-1772; *Salton Bay Marina, Inc. v. Imperial Irrigation Dist.*, (1985) 172 Cal. App. 3d
10 914, 954.

11 **A. Class Counsels’ Requested Fees Are Reasonable Under the**
12 **Lodestar/Multiplier Method.**

13 When fees are allocated by percentage method, courts have discretion to “cross-check” the
14 fees awarded through the lodestar method. However, the Supreme Court in *Laffitte v. Robert Half*
15 *Internat. Inc.*, 1 Cal. 5th at 505, “emphasize[d] [that] the lodestar calculation, when used in this
16 manner, does not override the trial court’s primary determination of the fee as a percentage of the
17 common fund and thus does not impose an absolute maximum or minimum on the potential fee
18 award.” Thus, a lodestar cross-check is aimed at astronomical multipliers, such as the
19 staggeringly high 45 multiplier requested by counsel in *Cendant*.

20 Courts have defined reasonable multipliers on a lodestar cross-check to “range from 2 to 4
21 or even higher.” *Wershba v. Apple Computer, Inc.*, 91 Cal. App. 4th 224, 255 (2001). In
22 determining the outcome of a fee award in a class action matter, one of the main benchmarks to
23 consider is the result for the class. The Supreme Court has said that in an award of attorney’s fees
24 the “most critical factor is the degree of success obtained.” *Hensley v. Eckerhart*, 461 U.S. 424,
25 436 (1983). The “benefit obtained for the class” is considered the “foremost” consideration in
26 determining the appropriate fee in a common fund case. *In Re Bluetooth*, 654 F.3d at 942.

27 The lodestar-multiplier method begins with a calculation of time spent and reasonable
28 hourly compensation of each attorney and paralegal who worked on the case. Then to compensate

1 counsel for risk, quality, and result, courts commonly apply a "multiplier" to the lodestar in
2 awarding attorneys' fees. California courts often increase the base lodestar with a multiplier after
3 considering: (1) the continuing obligation of plaintiff's counsel to devote time and effort to the
4 litigation; (2) the extent to which the litigation precluded other employment by the attorneys; (3)
5 the contingent nature of the fee agreement, both from the point of view of eventual success on the
6 merits and securing an award; (4) the experience, reputation, and ability of the attorneys who
7 performed the services, and the skill they displayed in litigation; (5) the amount involved and the
8 results obtained on behalf of the class by plaintiff's counsel; and (6) the reaction of the class
9 members. *See, e.g. Serrano, supra*, 20 Cal. 3d at 49; *Dunk v. Ford Motor Co., supra*, 48 Cal.
10 App. 4th at 1810 n.21. However, no rigid formula applies, and each factor should be considered
11 only "where appropriate." *See Dept. of Transp. v. Yuki*, (1995) 31 Cal. App. 4th 1754, 1771; *See*
12 *also Serrano, supra*, 20 Cal.3d at 49.

13 **1. Time and Effort.**

14 Class Counsel, who are experienced wage and hour class action attorneys, have put a
15 significant number of hours in this case. Class Counsel had to conduct substantial investigation,
16 research numerous issues, including the organizational structure of defendants, review and
17 analyze policies, independently analyze time records, and wage statements, as well as dedicate
18 substantial time to analyze data, time records and payroll records and discuss with experts
19 (Hawkins Decl. ¶¶ 4-6, 18). Those efforts, along with negotiating the settlement, preparing the
20 request for and obtaining preliminary approval, preparing and filing the final approval papers,
21 required a significant amount of time and labor. (*Id.*) Since on or about October 21, 2019, prior to
22 the inception of the filing of this lawsuit on May 26, 2020, the total amount of attorney time and
23 paralegal time estimated to have been expended, and also estimated to be expended in finalizing
24 this matter, is 292.25. Class Counsels' base lodestar total equates to attorney fees of \$236,611.25
25 (Hawkins Decl. ¶ 19).

26 **2. Extent Litigation Precluded Other Employment.**

27 Inherent to class action litigation is the amount of time and labor required to properly
28 adjudicate the case. From start to Settlement, judgment or verdict, class action litigation

1 commands commitment, an extensive amount of time, labor and resources to successfully litigate.
2 Although this litigation did not conclusively preclude other employment it did impact Class
3 Counsels' ability to take on other class action cases. Class Counsel is a boutique law firm with
4 few attorneys and staff (Hawkins Decl. ¶ 16, 18).

5 **3. Contingent Nature of the Agreement.**

6 In *Ketchum v. Moses* (2001) 24 Cal. 4th 1122, 1132, the court noted, the economic
7 rationale for contingency cases has been explained as follows: "A contingent fee must be higher
8 than a fee for the same legal services paid as they are performed. As discussed further below, the
9 contingent fee compensates the lawyer not only for the legal services he renders but also for the
10 loan of those services. The implicit interest rate on such a loan is higher because the risk of
11 default (the loss of the case, which cancels the debt of the client to the lawyer) is much higher
12 than that of conventional loans." (Posner, *Economic Analysis of Law* (4th ed. 1992) pp. 534,
13 567.) "A lawyer who both bears the risk of not being paid and provides legal services is not
14 receiving the fair market value of his work if he is paid only for the second of these functions. If
15 he is paid no more, competent counsel will be reluctant to accept fee award cases." *Id.* Here,
16 Class Counsel took the matter on a contingent basis (Hawkins Decl. ¶ 20).

17 **4. Experience, Reputation, and Ability of Plaintiff's Counsel.**

18 As also set forth in the Declaration of James R. Hawkins submitted in support of the
19 Preliminary Approval Motion and discussed herein, Class Counsels' skill and experience in
20 litigating wage and hour class actions, in state and federal forums, contributed to the results
21 obtained on behalf of the putative class members (Hawkins Decl. ¶¶ 13-17).

22 **5. Results Obtained on Behalf of the Class by Plaintiff's Counsel.**

23 The award of attorney fees should reflect the successful outcome of the case *Hensley v.*
24 *Eckerhart*, (1983) 461 U.S. 424,440. As already discussed herein and in the preliminary approval
25 motion, this case involves numerous and difficult issues largely precluding a clear-cut outcome as
26 to liability. There also were significant class certification issues concerning whether individual
27 issues predominate and whether class member declarations and statistical samplings can support
28 certification. Defendants recognized the uncertainty of Plaintiff's claims and vigorously disputed

1 liability, Class Counsels' ability to obtain certification, and the amount of damages. Nevertheless,
2 despite the obstacles as already discussed in the preliminary approval motion and herein, Class
3 Counsel obtained significant financial compensation for the class members. All class members
4 who did not opt out of the Settlement will receive payments. The estimated *highest* settlement
5 share to be paid is Three Thousand Six Hundred Twenty-Three Dollars and Seventy-Two Cents
6 (\$3,623.72), the *lowest* estimated settlement share to be paid is approximately Ten Dollars and
7 Twenty-Seven Cents (\$10.27), and the *average* estimated settlement share to be paid is Five
8 Hundred Eighteen Dollars and Eight Cents (\$518.08) (Butler Decl. ¶ 14). These are not nominal
9 sums. The estimated average and highest individual settlement amounts to be paid to the
10 Settlement Class are, in fact, quite significant.

11 Further, as also discussed, Plaintiff would have faced significant legal and factual
12 obstacles in demonstrating that Class certification was appropriate. Despite the complexity of the
13 case, Class Counsel have, through the investment of substantial effort, and the resources of their
14 boutique law firm, been able to secure an outstanding Settlement on behalf of the Class Members.

15 **6. Reaction of Putative Class Members.**

16 As already discussed herein, the reaction of the Class Members has been quite positive.
17 There were no objections and only one dispute which turned out to not be related to this case. The
18 Class Members support of the Settlement and Class Counsel's request for attorneys' fees,
19 provides compelling evidence that the request is fair, adequate, and reasonable.

20 In sum, based on the six factors discussed above, Class Counsels' lodestar in this action
21 should be enhanced by application of a multiplier. As the cases cited above show, results for the
22 class are highly important for the Court to consider. Here, by settling this case prior to trial rather
23 than continuing to litigate issues that remain somewhat unsettled, counsel obtained exceptional
24 results for the class at far less expense to the parties, to counsel, and to this Court. Accordingly, a
25 positive multiplier of Class Counsels' lodestar is further warranted. "Considering that our
26 Supreme Court has placed an extraordinarily high value on settlement, it would seem counsel
27 should be rewarded, not punished, for helping to achieve that goal." *Lealao, supra*, 82 Cal. App.
28 4th at 52. Multipliers of two to four are commonplace in California class actions and can range

1 even higher. *Wershba*, *supra*, 91 Cal. App. 4th at 255; *In re California Indirect Purchases*
2 (October 22, 1998) WL1031494 at * 10, fn 5. In this case, a lodestar multiplier of 1.04 is
3 warranted to reach the agreed upon class counsel fee of \$246,666.42.

4 **B. Class Counsels' Requested Fees Are Reasonable Under the Percentage of the**
5 **Benefit Method.**

6 **1. Attorney's Fees Should be Based Upon the Total Benefit to the Class.**

7 Under California law, courts have the discretion to award fees under the percentage
8 method when fees are drawn from an ascertainable fund. *See Laffitte v. Robert Half Int'l*, 1 Cal.
9 5th 480, 503 (2016) (“*Laffitte II*”) (“We join the overwhelming majority of federal and state courts
10 in holding that when class action litigation establishes a monetary fund for the benefit of the class
11 members, and the trial court in its equitable powers awards class counsel a fee out of that fund,
12 the court may determine the amount of a reasonable fee by choosing an appropriate percentage of
13 the fund created.”). The common fund method “better approximates the workings of the
14 marketplace than the lodestar approach” in setting the price of contingent fees. *See Lealao v.*
15 *Beneficial Cal. Inc.* 82 Cal. App. 4th 19, 48 (2000) (“*Lealao*”). The percentage method
16 “provide[s] incentives roughly comparable to those negotiated in the private bargaining that takes
17 place in the legal marketplace.” *Id.*

18 The primary benefit of the percentage method is that it focuses on the benefit conferred on
19 the class as a result of the efforts of Class Counsel. Awarding Class Counsel fees based on a
20 percentage of the recovery has the advantages of eliminating the incentive for attorneys to
21 increase hours unnecessarily, encouraging early settlement of disputes, and preserving judicial
22 resources otherwise used to monitor attorneys’ billable hours. *See In re Activision Sec. Litig.*,
23 (N.D. Cal. 1989) 723 F. Supp. 1373, 1378-79; *MANUAL FOR COMPLEX LITIGATION* 4th ed.
24 §14.121 (2004) (“in practice, the lodestar method is difficult to apply, time consuming to
25 administer, inconsistent in result. . . capable of manipulation,... [and] creates inherent incentive to
26 prolong the litigation”); *See also In re Quantum Health Resources, Inc.* (C.D.Cal. 1997) 962
27 F.Supp. 1254, 1256 (noting that lodestar “creates an incentive to keep litigation going in order to
28 maximize the number of hours included in the court’s lodestar calculation”).

1 The percentage of the fund method survives in California class action cases. *Laffitte v*
2 *Robert Half Intern, Inc.* (2016) 1 Ca. 4th 480, 506.[See also. *Chavez v. Netflix, Inc.*, (2008) 162
3 Cal. App. 4th 43 at 65, 66; *Consumer Cause, Inc. v. Mrs. Gooch's Natural Food Markets, Inc.*,
4 (2005) 127 Cal. App. 4th 387, 397 [the common fund doctrine is “frequently applied in class
5 actions when the efforts of the attorney for the named class representatives produce monetary
6 benefits for the entire class”]; *Wershba v. Apple Computer, Inc.*, *supra*, 91 Cal. App. 4th at 254.

7 **2. The Contingent Nature of Class Counsel’s Representation Supports**
8 **the Requested Fees Based on 33.3333% of the GSA.**

9 Further, the contingent nature of Class Counsel’s representation also warrants the
10 requested attorney fees based on the percentage of the common fund. The risks in taking on any
11 class action are enormous especially in regards to wage-and-hour class actions because the wage
12 laws are still developing and a change in the law could wipe out a plaintiff's recovery. Litigating a
13 class action through trial takes years and requires the investment of hundreds of thousands of
14 dollars. Attorneys willing to undertake this risk deserve appropriate compensation. As elaborated
15 by the California Supreme Court in *Graham v. Daimler Chrysler Corp.*, (2008) 34 Cal. 4th 553,
16 579-580, counsel should be awarded a fee enhancer for taking on contingent cases because a
17 "contingent fee compensates the lawyer not only for the legal services he renders but for the loan
18 of those services. The implicit interest rate on such a loan is higher because the risk of default (the
19 loss of the case, which cancels the debt of the client to the lawyer) is much higher than that of
20 conventional loans."

21 As the California Supreme Court specifically explained:

22 A contingent fee must be higher than a fee for the same legal services paid as they
23 are performed. The contingent fee compensates the lawyer not only for the legal
24 services he renders but for the loan of those services. The implicit interest rate on
25 such a loan is higher because the risk of default (the loss of the case, which cancels
26 the debt of the client to the lawyer) is much higher than that of conventional loans.
27 A lawyer who both bears the risk of not being paid and provides legal services is
28 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.

Id. at 580.(citing *Ketchum v. Moses*,(2001) 24 Cal. 4th 1122, 1132-33).

1 In the legal marketplace, an attorney whose compensation is entirely dependent on success
2 – who takes a significant risk – should and does expect a significantly higher fee than an attorney
3 who is paid a market rate as the case goes along, win or lose. *See, e.g., Rader v. Thrasher*, (1962)
4 57 Cal. 2d 244, 253 (“[a] contingent fee contract, since it involves a gamble on the result, may
5 properly provide for a larger compensation than would otherwise be reasonable” (citation
6 omitted); *Salton Bay Marina v. Imperial Irrig. Dist.*, (1985) 172 Cal. App. 3d 914, 955
7 (contingent nature of the litigation is a relevant factor in determining a reasonable attorney fee
8 award).

9 Class Counsel represented the class members in this matter and has borne the entire risk
10 and costs of litigation, on a pure contingency basis. To date, Class Counsel has not received any
11 compensation and has expended litigation costs on behalf of the class. Class action contingency
12 cases are inherently risky. Upon retention, Class Counsel makes a commitment to litigate the case
13 through trial. These types of cases can take years, hundreds of hours of work and cost an
14 enormous amount of money; these risks are known upon retention. The risks involved coupled
15 with the contingency basis of this case further support Class Counsel’s request for attorneys’ fees
16 and costs (Hawkins Decl. ¶ 20).

17 **3. Additional Factors re: Contingency Market Rate Justify the**
18 **Requested Fee Award.**

19 Further, important public policies underlie a court's determination of a motion for
20 attorneys' fees in class actions. Employees who are wronged by an employer’s violation of state
21 and federal labor laws should have access to counsel with the ability and resources necessary to
22 litigate complex cases. *See e.g. Say-On Drug Stores, Inc. v. Superior Court*, (2004) 34 Cal. 4th
23 319, 340 (enforcement of labor laws and class action device are both matters of public policy);
24 Our legal system places unique reliance on private litigants to enforce substantive provisions of
25 employment law through class actions. *See e.g. Gentry v. Superior Court*, 42 Cal. 4th 443, 450-6
26 (2007) (confirming the public importance of private enforcement of overtime laws through class
27 actions); *Lealao*, 82 Cal. App. 4th (legal system relies on private litigants to enforce substantive
28 provisions of law through class and derivative actions; attorneys providing the essential

1 enforcement services must be provided incentives roughly comparable to those negotiated in the
2 private bargaining that takes place in the legal marketplace).

3 As the California Court of Appeal recognized in *Thayer v. Wells Fargo Bank, supra*, 92
4 Cal. App. 4th at 839: "Adequate fee awards are perhaps the most effective means of achieving
5 [the] salutary goal [of encouraging `private attorney general actions and] [c]ourts should not be
6 indifferent to the realities of the legal marketplace or unduly parsimonious in the calculation of
7 such fees." *See also Lealao*, 82 Cal.App.4th at 53 (cautioning against fee awards that are too
8 small and therefore "chill the private enforcement essential to vindication of many rights..."). At a
9 minimum, attorneys providing these substantial benefits should be paid an award equal to the
10 amount negotiated in private bargaining that take place in the legal marketplace. *Deposit*
11 *Guaranty Nat. Bank, Jackson, Miss. v. Roper*, (1980) 445 U.S. 326, 338; *Lealao*, 82 Cal. App. 4th
12 at 49-50.

13 **4. Class Counsels' Requested Fee Award is Well Within California's**
14 **Benchmark Awards and Thus Reasonable Under the Percentge of the**
15 **Benefit Method.**

16 Class Counsel's request for \$246,666.42, 33.3333%, of the monetary fund recovered is
17 California's standard benchmark and well within the range customarily approved by the
18 California courts in comparable class actions and other class actions as well as with contingency
19 contracts negotiated by plaintiffs and their counsel. "Empirical studies also show that regardless
20 of whether the percentage method or the lodestar method is used, fee awards in class actions
21 average around one-third of the recovery." *See e.g. Chavez v. Netflix, Inc., supra* 162 Cal. App.
22 4th at 66 fn.11; *In re California Indirect Purchases* (October 22, 1998) WL1031494 at * 9(citing
23 to *In re Milk Antitrust Litigation* (L.A. Sup. Ct. 1998) Civ. Case No. BC070061 (33 1/3% award);
24 *In re Facsimile Paper Antitrust Litigation* (San Francisco Sup. Ct. 1997) Civ. Case No.
25 BC0070061 (33 1/3% award) *In re Liquid Carbon Dioxide Cases* (San Diego Sup.Ct.1996)
26 J.C.C.P. 3012 (33 1/3% award); *Romero v Producers Dairy Food, Inc.* (E.D. Cal. Nov. 14, 2007)
27 WL 3492841 at * 4 ("fee awards in class actions average around one-third of the recovery."
28 (quoting *Newberg on Class Actions* § 14.6 (4th ed.2007).

Moreover, the percentage should be measured against the full fund established by the settlement and not upon the total value of the net settlement fund. *Williams v. MGM-Pathe Communications Co.*, (9th Cir. 1997) 129 F.3d 1026, 1027. This method recognizes that the efforts of class counsel established the entire settlement, including non-monetary benefits, for the benefit of the class. *Id.* In the Ninth Circuit's decision in *Williams*, the parties settled class action claims in favor of the class for a total settlement fund of \$4.5 million, and the district court awarded class counsel attorneys' fees based upon "the class members' claims against that fund. *Williams*, 129 F.3d at 1027. The class counsel in *Williams* contended that the district court erred and should have calculated their fee as one-third of the entire \$4.5 million settlement fund. *Id.* The Ninth Circuit agreed with class counsel and determined that the district court's award of a fee based solely upon the claims against the settlement fund was an abuse of its discretion.

Ninth Circuit courts have applied *Williams* in a variety of contexts, including claims made settlements without a minimum or maximum recovery. *See, e.g., Browning v. Yahoo! Inc.*, (N.D. Cal. Nov. 16, 2007) WL 4105971 at *13–14 (claims-made settlement with no minimum or maximum recovery); *Young v. Polo Retail*, (N.D. Cal. Mar. 28, 2007) WL 951821 at *14–24 (same); *Lopez v. Youngblood*, (E.D. Cal. Sept. 1, 2011) WL 10483569 at *32–43 (reversionary common fund with maximum recovery only). *Hopson v. Hanesbrands Inc.*, (N.D. Cal. Apr. 3, 2009) 09 WL 928133 at *11; *Glass v. UBS Financial Services*, (N.D. Cal. Jan. 26, 2007) WL 221862 at *16) (same). In sum, Class Counsels' request for an award of attorney's fees in the amount of 33.3333% of the maximum settlement amount is reasonable.

VI. CLASS COUNSEL'S REQUESTED COSTS ARE REASONABLE

Class Counsel has not only expended substantial time in diligently prosecuting this Action, but they have also expended considerable resources during litigation with no guarantee that their costs would be reimbursed. The Settlement provides for reasonable actual costs of up to \$18,000.00 (Settlement Agreement ¶ 4). The attorney cost amount actually incurred is \$14,324.22, thus Class Counsel respectfully requests that the Court approve the incurred amount as per the Settlement Agreement (Hawkins Decl. ¶ 21, Exh. 3).

1 **VII. THE SETTLEMENT ADMINISTRATOR'S REQUESTED EXPENSES ARE**
2 **REASONABLE**

3 Simpluris was retained to administer the notice and claims process. Simpluris's duties
4 included, among other things: a) preparing, printing and mailing of the class notice packets in
5 English and Spanish, and b) receiving and reviewing claims and exclusion requests c) calculating
6 and distributing payments, and d) tax reporting. (Butler Decl. ¶ 3). In the preliminary moving
7 papers, Plaintiff requested that, as per the Settlement Agreement, the Settlement Administrator be
8 awarded costs of administering the settlement in an amount not to exceed \$15,000 (Settlement
9 Agreement ¶ 12). As per Simpluris, the costs of administering the settlement are \$12,787 and
10 should be awarded (Butler Decl. ¶ 15).

11 **VIII. CONCLUSION**

12 For all of the foregoing reasons, Plaintiff requests that the Court (1) grant final approval of
13 this Settlement and approve distribution to the Settlement Class Members, (2) approve payment
14 of \$25,000 in payment of PAGA penalties, (3) approve Settlement Administrator costs in the
15 amount of \$12,787 (4) approve the request for \$5,000 enhancement payment to the named
16 plaintiff and class representative Meybell Perez, and (5) approve Class Counsel's request for an
17 award of \$246,666.42 in attorneys' fees and \$14,324.22 in costs. Finally, Plaintiff requests that
18 the Court enter the [Proposed] Judgment and Final Order Approving Class Action and PAGA
19 Settlement, submitted concurrently herewith.

20 **Respectfully Submitted,**

21 Dated: September 26, 2023

22 
23 **JAMES HAWKINS, APLC**

24 James R. Hawkins, Esq.
25 Isandra Y. Fernandez, Esq.
26 Lance Dacre, Esq.
27 Attorneys for Plaintiff
28 Meybell Perez

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On September 26, 2023, I served on the interested parties in this action the following document(s) entitled:

- [XX] BY ELECTRONIC SERVICE: Based on a court Order or an agreement by the parties to accept service by e-mail or electronic transmission, I caused the document(s) to be sent from the email address Nicole@jameshawkinsapl.com to the persons at the e-mail addresses listed in the Service List below. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

See Attached Service List

Executed on September 26, 2023, at Irvine, California

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