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

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

Plaintiff,

vs.

MAR-CONE APPLIANCE PARTS CO., an
unknown business entity; and DOES 1
through 100, inclusive,

Defendants.

Case No.: 34-2020-00281810-CU-OE-GDS

Honorable Jill H. Talley
Department 23

CLASS ACTION

**PLAINTIFF'S NOTICE OF MOTION
AND UNOPPOSED MOTION FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT, ATTORNEYS' FEES
AND COSTS, AND ENHANCEMENT
PAYMENT; MEMORANDUM OF
POINTS AND AUTHORITIES**

[Declaration of Class Counsel
Daniel Bass; Declaration of Class
Representative (Roberto Hernandez);
Declaration of Bentley Conn on Behalf of
Simpluris, Inc. Regarding Class Notice and
Settlement Administration; and [Proposed]
Final Approval Order and Judgment filed
concurrently herein]

Date: December 12, 2025
Time: 9:00 a.m.
Department: 23

Complaint Filed: July 15, 2020
FAC Filed: September 3, 2020
SAC Filed: December 3, 2020
Trial Date: None Set

1 **PLEASE TAKE NOTICE** that on December 12, 2025 at 9:00 a.m., in Department 23 of
2 the above-entitled Court, located at 720 Ninth Street, Sacramento, California 95814, Plaintiff
3 Roberto Hernandez (“Plaintiff”) will and hereby do move for an order granting final approval of:

4 1. The Third Amended Joint Stipulation of Class Action and PAGA Settlement and
5 Release Between Plaintiff and Defendant (“Settlement,” “Agreement,” or “Settlement
6 Agreement”) on the grounds that the Settlement is fair, adequate, and reasonable because:

- 7 • A Net Settlement Amount of approximately **\$408,989.98** will be fully distributed to all
8 Class Members who do not submit a timely and valid Request for Exclusion from the
9 Class Settlement (“Settlement Class Members”);
10 • **No Objections** were submitted to the settlement administrator, Simpluris, Inc.
11 (“Settlement Administrator” or “Simpluris”);
12 • **Zero (0) Requests for Exclusion** were submitted to the Settlement Administrator;

13 2. Payment in the amount of **\$273,000.00** to Lawyers *for* Justice, PC (“Class
14 Counsel”), representing thirty-five percent (35%) of the Maximum Settlement Amount, for
15 attorneys’ fees, which is reasonable and justified on a percentage-basis and also based on a lodestar
16 cross-check;

17 3. Payment in the amount of **\$35,488.67** to Class Counsel for reimbursement of
18 litigation costs and expenses;

19 4. Payment in the amount of **\$6,521.35** to the Settlement Administrator for Settlement
20 Administration Costs;

21 5. Payment in the amount of **\$6,000.00** to Plaintiff as an Enhancement Payment, for
22 his time and effort in representing the Class and his broader release and waiver of claims; and

23 6. Allocation of the penalties under the Private Attorneys General Act of 2004,
24 California Labor Code section 2698, *et seq.*, in the amount of \$50,000.00, of which seventy-five
25 percent (75%), or **\$37,500.00**, will be paid to the California Labor and Workforce Development
26 Agency (“LWDA”) and twenty-five percent (25%), or **\$12,500.00**, will be distributed to
27 Aggrieved Employees (“Net PAGA Settlement Amount”).

28 ///

1 This Motion is made pursuant to Rule 3.764, Rule 3.769, and Rule 3.1113(e) of the
2 California Rules of Court, which require approval by the Court of a class action settlement and
3 permit the Court to extend the page limit for memoranda, and California Labor Code section
4 2699(l)(2), which requires approval by the Court of a PAGA settlement. Unless otherwise
5 specified, all citations and references to the Private Attorneys General Act of 2004, California
6 Labor Code sections 2698, *et seq.* ("PAGA") are to the version of that statute prior to the recent
7 amendment effective July 1, 2024; the amended statute does not apply to the above-captioned
8 action, or the Settlement pursuant to California Labor Code section 2699(v)(1), as amended,
9 because the notice to the Labor and Workforce Development Agency was filed prior to June 19,
10 2024.

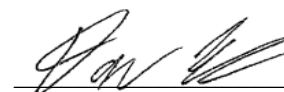
11 Pursuant to Local Rule 1.06 (A), the Court will make a tentative ruling on the merits of this
12 matter by 2:00 p.m., the court day before the hearing. The complete text of the tentative ruling may
13 be downloaded off the Court's website. If the party does not have online access, they may call the
14 dedicated phone number for the department as referenced in the local telephone directory between
15 the hours of 2:00 p.m. and 4:00 p.m. on the court day before the hearing and receive the tentative
16 ruling. If you do not call the Court and the opposing party by 4:00 p.m. the court day before the
17 hearing, no hearing will be held.

18 This motion is based upon the following Memorandum of Points and Authorities; the
19 Declarations of Class Counsel (Daniel Bass), Class Representative (Roberto Hernandez), and
20 Settlement Administrator (Bentley Conn on behalf of Simpluris, Inc.) in support thereof; the
21 pleadings and other records on file with the Court in this matter; and such evidence and oral
22 argument as may be presented at the hearing on this Motion.

23
24 Dated: November 18, 2025

LAWYERS for JUSTICE, PC

25
26 By: _____



Joanna Ghosh

Daniel Bass

Attorneys for Plaintiff and the Class

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MEMORANDUM OF POINTS AND AUTHORITIES

I. SUMMARY OF MOTION

Plaintiff Roberto Hernandez (“Plaintiff” or “Class Representative”) seeks final approval of: (1) the Total Settlement Amount of \$780,000.00¹; (2) attorneys’ fees in the amount of \$273,000.00 which is thirty-five percent (35%) of the Total Settlement Amount, and reimbursement of litigation costs and expenses in the amount of \$35,488.67 (together, “Attorneys’ Fees and Costs”) to Lawyers for Justice, PC (“Class Counsel”)²; (3) Settlement Administration Costs in the amount of \$6,521.35 to Simpluris, Inc. (“Simpluris” or “Settlement Administrator”); (4) payment in the amount of \$6,000.00 to Plaintiff (“Enhancement Payment”); and (5) allocation of \$50,000.00 for penalties under the Private Attorneys General Act of 2004, California Labor Code § 2698, *et seq.* (“PAGA Payment”), of which seventy-five percent (75%), i.e., \$37,500.00, will be paid to the California Labor Workforce and Development Agency (“LWDA”) for its portion of the PAGA Payment and twenty-five percent (25%), i.e., \$12,500.00, will be distributed to all Aggrieved Employees.

Plaintiff requests that the Court make final its preliminary certification of the class for settlement purposes. The Settlement resolves the Released Class Claims of the Class, consisting of the following individuals:

All current and former hourly-paid or non-exempt employees who worked for Defendant at Defendant’s locations in California at any time during the Class Period and who received at least one paycheck during the Class Period from Defendant (“Class” or “Class Members”).³

The Settlement also resolves the Released PAGA Claims pertaining to the employment of the following alleged aggrieved employees:

All current and former hourly-paid or non-exempt employees who worked for Defendant at Defendant’s locations in California at any time during the PAGA Period and who received at least one paycheck during the PAGA Period from Defendant (“Aggrieved Employees”).⁴

¹ Third Amended Joint Stipulation of Class Action and PAGA Settlement and Release (“Settlement Agreement”), ¶ 6(l).

² *Id.*, ¶ 6(c).

³ *Id.*, ¶ 6(e). “Class Period” is defined as the period from September 18, 2014 through January 3, 2021. See *id.*, ¶ 6(g).

⁴ *Id.*, ¶ 6(b). “PAGA Period” is defined as the period from May 7, 2019 through January 3, 2021. See *id.*, ¶ 6(y).

1 This matter involved ongoing investigations, formal and informal discovery, review and
2 analysis of a large volume of documents and data prior to and during settlement negotiations. This
3 matter has required 519.9 hours of attorney time by Class Counsel. As will be demonstrated herein,
4 the request for attorneys' fees, which represents thirty-five percent (35%) of the Total Settlement
5 Amount, is fully supported by the use of the percentage-fee method. Courts have historically
6 awarded fees of up to fifty percent (50%) of the recovery. The requested attorneys' fees are also
7 supported under the lodestar cross-check method.

8 The requests for Attorneys' Fees and Costs, Enhancement Payment, Settlement
9 Administration Costs, and allocation for the PAGA Payment were fully disclosed in the Notice of
10 Class Action Settlement ("Class Notice") that was mailed to the Class Members. Most importantly,
11 as of the date of this Motion, *not a single Class Member has objected to any aspect of the*
12 *Settlement, including the contemplated Attorneys' Fees and Costs, Enhancement Payment,*
13 *Settlement Administration Costs, or PAGA Payment.*

14 The Settlement is fair, adequate, and reasonable, and is the product of arm's-length, good-
15 faith negotiations by experienced counsel presided over by a highly regarded mediator who is
16 experienced in mediating wage-and-hour class action lawsuits. Accordingly, the Court should
17 grant final approval of the Settlement, award Attorneys' Fees and Costs, Enhancement Payment,
18 and Settlement Administration Costs, and approve the PAGA Payment in the full amounts as fully
19 disclosed to the Class and as requested herein.

20 In order to efficiently present the Court with adequate information to determine whether to
21 grant final approval of the Settlement, award Attorneys' Fees and Costs, Enhancement Payment,
22 and Settlement Administration Costs, and approve the PAGA Payment, Plaintiff also moves for
23 an order permitting the filing of this single consolidated memorandum, although it exceeds the
24 page limit established by California Rules of Court, Rules 3.764(c)(2) and 3.1113(d), instead of
25 filing several separate motions.

26 //

27 //

28 //

II. RELEVANT PROCEDURAL HISTORY AND FACTUAL BACKGROUND

Defendant is a supplier of appliance repair parts, including HVAC and plumbing supplies. Plaintiff is a former employee of Defendant.⁵

On September 18, 2018, former plaintiff Carmen Ramirez commenced a putative class action entitled *Carmen Ramirez v. Mar-Cone Appliance Parts Co.*, Superior Court of California for the County of Fresno, Case No. 18CECG03479 (“*Ramirez Action*”) against Defendant.⁶

On November 1, 2018, Carmen Ramirez filed a First Amended Class Action Complaint for Damages in the *Ramirez Action*.⁷

On January 16, 2019, Defendant filed an Answer to former plaintiff Carmen Ramirez’s First Amended Class Action Complaint in the *Ramirez Action*.⁸

On March 4, 2019, former plaintiff Carmen Ramirez propounded multiple sets of discovery requests, including Requests for Production of Documents (Set One), Special Interrogatories (Sets One and Two), and Form Interrogatories-General (Set One), on Defendant. On June 6, 2019, former plaintiff Carmen Ramirez propounded additional sets of discovery requests, including Requests for Production of Documents (Set Two) and Special Interrogatories (Set Three) on Defendant, and noticed the deposition of Defendant’s person(s) most knowledgeable. Thereafter, on April 5, 2019, May 10, 2019, August 6, 2019, September 26, 2019, and January 31, 2020 Defendant responded to former plaintiff Carmen Ramirez’s discovery requests. On January 25, 2019, Defendant propounded Special Interrogatories (Set One) and Request for Production of Documents (Set One) on former plaintiff Carmen Ramirez, and on February 28, 2019, former plaintiff Carmen Ramirez provided her responses to the discovery requests. Furthermore, Class Counsel prepared for and took the depositions of Defendant’s Regional Distribution Manager and Northern California Regional Branch Manager (who was also a Branch Manager in Sacramento until May 2019) over the course of three (3) separate days in August 2019 and December 2019, and prepared for and defended the deposition of former plaintiff Carmen Ramirez in February

⁵ Declaration of Daniel Bass in Support of Plaintiff’s Unopposed Motion for Final Approval of Class Action Settlement, Attorneys’ Fees and Costs, and Service Payment (“*Bass Decl.*”), ¶ 2

⁶ *Id.*, ¶ 3.

⁷ *Id.*, ¶ 4

⁸ *Id.*, ¶ 5.

2020. Parties also engaged in a *Belaire-West* privacy notice and opt-out process with a neutral third-party, Simpluris, Inc. (the same third-party administrator appointed as the Settlement Administrator for the settlement), and after this process was completed, the class contact information was produced to former plaintiff Carmen Ramirez and Class Counsel in October 2019.⁹

On May 7, 2020, Plaintiff Roberto Hernandez (“Plaintiff”) provided written notice, in conformity with the Private Attorneys General Act of 2004, California Labor Code section 2698, *et seq.* (“PAGA”), to the LWDA and Defendant of the specific provisions of the California Labor Code that were alleged to be violated by Defendant, for which Plaintiff seeks civil penalties under PAGA (“PAGA Notice”).¹⁰

On June 10, 2020, Plaintiff and Defendant Mar-Cone Appliance Parts Co. (collectively with Plaintiff, the “Parties”) participated in a formal, full-day mediation conducted by Paul Grossman, Esq., a well-regarded mediator experienced in mediating complex labor and employment matters. With the aid of the mediator’s evaluation, the Parties ultimately reached the Settlement described herein to resolve the class and PAGA claims, which they seek approval of in the above-captioned action.¹¹

On July 15, 2020, Roberto Hernandez commenced a putative class and representative PAGA action entitled *Roberto Hernandez v. Mar-Cone Appliance Parts Co.*, Superior Court of California for the County of Sacramento (“Court”), Case No. 34-2020-00281810 (the “*Hernandez Action*” or “*Action*”) against Defendant.¹²

On September 3, 2020, Plaintiff filed a First Amended Class Action Complaint for Damages & Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, *Et Seq.*, adding former plaintiff Carmen Ramirez as a named plaintiff in the Action.¹³

⁹ *Id.*, ¶ 6.

¹⁰ *Id.*, ¶ 7.

¹¹ *Id.*, ¶ 8.

¹² *Id.*, ¶ 9.

¹³ *Id.*, ¶ 10.

On December 3, 2020, Plaintiff filed a Second Amended Class Action Complaint for Damages & Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. in the Action, adding Fair Labor Standards Act causes of action (“Operative Complaint”).¹⁴

On February 17, 2022, the Superior Court of California for the County of Fresno dismissed the Ramirez Action in its entirety; former plaintiff Carmen Ramirez’s individual claims and putative class claims in the *Ramirez* Action were dismissed without prejudice.¹⁵

On February 22, 2022, the Court entered an order granting Plaintiff’s Request for Dismissal of Carmen Ramirez’s Claims, dismissing former plaintiff Carmen Ramirez’s individual claims and putative class claims in the Hernandez Action without prejudice.¹⁶

On November 14, 2022, Plaintiff filed his Motion for Preliminary Approval of Class Action Settlement (“Motion for Preliminary Approval”) and supporting documents seeking preliminary approval of the Joint Stipulation of Class Action and PAGA Settlement and Release (“Original Agreement”) entered into by the Parties.¹⁷

On December 8, 2022, the Court issued a tentative ruling wherein the Court denied Plaintiff’s Motion for Preliminary Approval without prejudice and raised concerns regarding the Motion for Preliminary Approval, basing its denial on the Court’s objection to having Participating Class Members receive a single check that includes payment for both the release of class and PAGA claims, instead of two separate payments.¹⁸

On November 7, 2023, Plaintiff filed his Renewed Motion for Preliminary Approval of Class Action Settlement (“Renewed Motion” or “Renewed Motion for Preliminary Approval”) and supporting documents seeking preliminary approval of the First Amended Joint Stipulation of Class Action and PAGA Settlement and Release entered into by the Parties.¹⁹

On November 30, 2023, the Court issued a tentative ruling wherein the Court raised points of inquiry regarding the Motion for Preliminary of Approval, continued the hearing on Plaintiff’s Motion for Preliminary Approval to February 2, 2024, and instructed Plaintiff’s Counsel to file

¹⁴ *Id.*, ¶ 11.

¹⁵ *Id.*, ¶ 12.

¹⁶ *Id.*, ¶ 13.

¹⁷ *Id.*, ¶ 14.

¹⁸ *Id.*, ¶ 15.

¹⁹ *Id.*, ¶ 16.

supplemental papers addressing the Court’s concerns regarding Plaintiff’s Renewed Motion for Preliminary Approval.²⁰ However, the motion ultimately was denied without prejudice because the Parties were unable to finalize and file timely supplemental papers addressing the points of inquiry raised by the Court.

On March 17, 2025, Plaintiff filed a renewed Motion for Preliminary Approval of Class Action Settlement and supporting documents (“Motion for Preliminary Approval”) seeking preliminary approval of the Third Amended Joint Stipulation of Class Action and PAGA Settlement and Release (“Amended Agreement,” “Settlement,” or “Settlement Agreement”). On June 13, 2025, the Court issued a tentative ruling in which it granted Plaintiff’s Motion for Preliminary Approval. On June 24, 2025, the Court entered an Order Granting Preliminary Approval of Class Action Settlement, thereby preliminarily approving the terms of the Settlement, the Class Notice, and the proposed administration procedures and associated deadlines.²¹

Plaintiff now moves for final approval of the Settlement, Attorneys’ Fees and Costs, Enhancement Payment, Settlement Administration Costs, and allocation for the PAGA Payment.

III. SUMMARY OF THE SETTLEMENT TERMS AND PLAN OF DISTRIBUTION

Under the terms of the Settlement, Defendant will pay a Total Settlement Amount of \$780,000.00 and an amount sufficient to pay its employer’s share of taxes and contributions on the wages portion of Individual Settlement Shares within forty-five (45) calendar days after the Effective Date.²² Subject to approval by the Court, the Net Settlement Amount will be calculated by deducting the Attorneys Fees and Costs, Enhancement Payment, Settlement Administration Costs, and PAGA Payment from the Total Settlement Amount.²³ The Net Settlement Amount, which is estimated to be \$408,989.98, will be fully distributed to Settlement Class Members in accordance with the Settlement.²⁴ The PAGA Payment of \$50,000.00 will be distributed to the LWDA (in the amount of \$37,500.00) and to the Aggrieved Employees (in the amount of \$12,500.00).

²⁰ *Id.*, ¶ 17.

²¹ *Id.*, ¶¶ 18-19.

²² Settlement Agreement, ¶¶ 9 & 26.

²³ Settlement Agreement, ¶¶ 6(v); see also, ¶¶ 10, 11, 12, & 13.

²⁴ Declaration of Bentley Conn on Behalf of Simpluris, Inc. Regarding Class Notice and Settlement Administration. (“Conn Decl.”), ¶ 15.

1 The Settlement Administrator will calculate Individual Settlement Shares of Settlement
2 Class Members according to the following methodology: after Final Approval of the Settlement,
3 the Settlement Administrator will divide the final Net Settlement Amount by the Workweeks of
4 all Settlement Class Members during the Class Period to yield the “Final Workweek Value,” and
5 multiply each Settlement Class Member’s individual Workweeks during the Class Period by the
6 Final Workweek Value to yield his or her Individual Settlement Share.²⁵

7 The Settlement Administrator will calculate Individual PAGA Payments of Aggrieved
8 Employees according to the following methodology: the Administrator will divide the 25% of the
9 PAGA Payment by the Workweeks of all Aggrieved Employees during the PAGA Period to yield
10 the “PAGA Workweek Value,” and multiply each Aggrieved Employee’s individual Workweeks
11 during the PAGA Period by the PAGA Workweek Value to yield his or her Individual PAGA
12 Payment.²⁶

13 Class Members had sixty (60) calendar days from the initial mailing of the Class Notice
14 (“Response Deadline”) to submit a Request for Exclusion from the Class Settlement, objection to
15 the Class Settlement, and/or dispute of the Workweeks credited to them.²⁷ The Response Deadline
16 was November 10, 2025.²⁸ *As of the date of this Motion, the Settlement Administrator has not*
17 *received any Workweek disputes, objections, or requests to be excluded from the Class*
18 *Settlement.*²⁹

19 Each Settlement Class Member’s Individual Settlement Share will be allocated as follows:
20 one-third (1/3) shall be reported as wages on IRS Form W-2 and its state and local equivalents,
21 and two-thirds (2/3) shall be reported as penalties, interest, and other non-wage damages on IRS
22 Form 1099 and its state and local equivalents.³⁰ The employer’s share of taxes and contributions
23 on the wages portion of Individual Settlement Shares will be paid separately and in addition to the
24 Total Settlement Amount.³¹ Any payment for an Individual PAGA Payment will be allocated as

25
26 ²⁵ Settlement Agreement, ¶ 14(b)

27 ²⁶ *Id.*, ¶ 15

28 ²⁷ *Id.*, ¶¶ 6(hh), 21, & 23.

²⁸ Conn Decl., ¶ 10.

²⁹ Conn Decl., ¶¶ 11-13.

³⁰ Settlement Agreement ¶ 26.

³¹ *Id.*, ¶ 26.

one hundred percent (100%) penalties, will not be subject to taxes or withholdings, and will be reported on an IRS Form-1099, if necessary.³²

The Individual Settlement Payment and Individual PAGA Payment checks will be valid and negotiable for one hundred and twenty (120) calendar days from the date the checks are issued, and thereafter, shall be canceled.³³ The funds associated with such canceled checks will be transmitted pursuant to California Code of Civil Procedure section 384(b)(3) to Legal Aid at Work, a non-profit 501(c)(3) organization, as the *cy pres* recipient.³⁴

IV. THE SETTLEMENT ADMINISTRATION PROCESS

The Court-appointed Settlement Administrator, Simpluris, Inc. has taken all necessary steps to effectuate the notice and settlement administration process, as set forth in the Court's Order Granting Preliminary Approval of Class Action Settlement.

On or about July 24, 2025, Defendant's counsel provided Simpluris the Class Data and List.³⁵ The Class Data and List contained data for one hundred eighty-five (185) individuals.³⁶ The mailing addresses contained in the Class Data and List were processed and updated utilizing the National Change of Address Database ("NCOA") maintained by the U.S. Postal Service ("USPS").³⁷

On September 11, 2025, Simpluris mailed the Class Notice via U.S. First Class Mail to one hundred eighty-five (185) individuals identified as Class Members, of whom eighty-eight (88) were identified as Aggrieved Employees.³⁸

A total of twenty-seven (27) Class Notices were returned to Simpluris.³⁹ For all of these returned Class Notices, Simpluris performed an advanced address search (i.e., skip trace) by using Accurant, a reputable research tool owned by Lexis-Nexis.⁴⁰ Despite advanced address searches and utilizing the USPS forwarding address database, Simpluris was unable to locate any updated

³² *Id.*, ¶ 26.

³³ *Id.*, ¶ 20.

³⁴ *Ibid.*

³⁵ Conn. Decl. ¶ 5.

³⁶ *Id.*, ¶¶ 5, 7.

³⁷ *Id.*, ¶ 6.

³⁸ *Id.*, ¶ 7.

³⁹ *Id.*, ¶ 8.

⁴⁰ *Ibid.*

addresses, therefore there are twenty-seven (27) mailed Class Notices that remain undeliverable.⁴¹

As of the date of this Motion, the Settlement Administrator has not received any objections, disputes to Workweeks, or Requests for Exclusion from the Class Settlement.⁴²

To date, there are one hundred eighty-five (185) Class Members who did not submit a timely and valid Request for Exclusion (“Settlement Class Members”), and who will be paid their portion of the Net Settlement Amount. Of the one hundred eighty-five (185) individuals Class Members, eighty-eight (88) were identified as Aggrieved Employees who will also be paid Individual PAGA Payments.⁴³ Pursuant to the terms of the Settlement, the Net Settlement Amount of approximately \$408,989.98 will be distributed to Settlement Class Members in accordance with the terms of the Settlement.⁴⁴ The average estimated Individual Settlement Share is \$2,139.78, the highest estimated Individual Settlement Share is \$6,016.86, and the lowest estimated Individual Settlement Share is \$2.56.⁴⁵ The average estimated Individual PAGA Payment is \$142.05, the highest estimated Individual PAGA Payment is \$173.45, and the lowest estimated Individual PAGA Payment is \$3.94.⁴⁶

V. THE COURT SHOULD GRANT FINAL APPROVAL OF THE CLASS ACTION SETTLEMENT.

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

⁴¹ Ibid.

⁴² *Id.*, ¶¶ 11-13.

⁴³ *Id.*, ¶ 14.

⁴⁴ Conn Decl., ¶ 15.

⁴⁵ *Id.*, ¶ 16.

⁴⁶ *Id.*, ¶ 18.

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

To determine whether the settlement is fair and reasonable, relevant factors to consider are: the strength of plaintiffs' case, the risk, expense, complexity and likely duration of further litigation, the risk of maintaining class action status through trial, the amount offered in settlement, the extent of discovery completed and the stage of the proceedings, the experience and views of counsel, the presence of a governmental participant, and the reaction of the class members to the proposed settlement.

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

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

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

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

The Parties have actively litigated the claims of the Action since Carmen Ramirez commenced the *Ramirez* Action on September 18, 2018. Class Counsel conducted significant investigation, including formal and informal discovery into the facts of the cases, to assess the veracity, strength, and scope of the claims, and was preparing the matter for class certification and trial prior to reaching the Settlement.⁴⁷

The Parties conducted significant discovery (formal and informal) and investigation into the facts of the cases.⁴⁸ The information, documents, and data reviewed and analyzed by Class Counsel included, and were not limited to, Plaintiff's employment records, the records of the prior Plaintiff Ramirez, a detailed sampling class time and pay data, company policy acknowledgements

⁴⁷ Bass Decl., ¶¶ 22-24.

⁴⁸ Bass Decl., ¶¶ 6, 22-24

(e.g., the Handbook Acknowledgement Form), internal memoranda, and Defendant's operations and employment practices, policies, and procedures (including but not limited to Defendant's Policies and Procedures Manual for Employees, Employment Practices and Procedures, Complaint Resolution Procedure, Hours and Pay Practice, Drug and Alcohol Free Workplace Policy, Operations Policies, and Leave of Absence Policies), among other information and documents.⁴⁹ Class Counsel had the opportunity to interview former plaintiff Carmen Ramirez, Plaintiff, and percipient witnesses. Class Counsel developed liability, damages, and penalties valuation models in the course of litigation and in connection with mediation and settlement negotiations, and met and conferred with Defendant's counsel on numerous occasions, e.g., to discuss issues relating to the pleadings, contemplated motion practice, case management, discovery, and the production of information, documents, and data in the course of litigation, settlement negotiations and mediation.⁵⁰ Class Counsel reviewed and analyzed information, documents, and data obtained from Plaintiff, former plaintiff Carmen Ramirez, Defendant, and other sources.⁵¹ Other work performed by Class Counsel included, and was not limited to, case strategy and analysis; conducting legal research and drafting, reviewing, and revising the pleadings, motion-related papers, and settlement-related papers; and preparing for and attending court proceedings and mediation and settlement negotiations, among other tasks.⁵²

In the course of settlement negotiations, the Parties exchanged information, documents, and data, and discussed all aspects of the case, including and not limited to, the risks and delays of further litigation, the risks to the Parties of proceeding with class certification, representative adjudication, and trial, the law relating to class certification, manageability, off-the-clock theory, regular rate, meal and rest periods, PAGA representative actions, and federal and state wage-and-hour law and enforcement, as well as the evidence produced and analyzed, and the possibility of appeals, among other things.⁵³ During all settlement discussions, the Parties conducted their negotiations at arm's length in an adversarial position.⁵⁴ Arriving at a settlement that was

⁴⁹ Ibid.

⁵⁰ Ibid.

⁵¹ Bass Decl., ¶¶ 6, 22-25.

⁵² Bass Decl., ¶ 23.

⁵³ *Id.*, ¶ 25.

⁵⁴ *Id.*, ¶ 26.

1 acceptable to the Parties was not easy.⁵⁵ Defendant and its counsel felt strongly about Defendant's
2 ability to avoid class certification and representative adjudication and prevail on the merits, while
3 Plaintiff and Class Counsel believed that they would be able to obtain relief in court, obtain class
4 certification, and prevail at trial.⁵⁶ After conducting significant formal and informal discovery,
5 investigations, and settlement negotiations, with the aid of the mediator's evaluation, the Parties
6 ultimately agreed that the matter is well-suited for settlement given the legal issues relating to
7 Plaintiff's principal claims, as well as the costs and risks to the Parties that would attend further
8 litigation.⁵⁷

9 The Settlement takes into account the strengths and weaknesses of each side's position and
10 the uncertainty of how this matter might have concluded at certification, trial, and/or appeals. Class
11 Counsel analyzed a large volume of information, documents, and data obtained from Defendant,
12 former plaintiff Carmen Ramirez, Plaintiff, and other sources and performed research regarding
13 applicable law, which is evolving as it relates to class certification, manageability, off-the-clock
14 theory, meal and rest periods, representative PAGA claims and penalties, wage-and-hour law and
15 enforcement, Plaintiff's claims and allegations, and Defendant's defenses thereto, as well as facts
16 discovered.⁵⁸ The Settlement was based on this large volume of facts, evidence, and investigation.⁵⁹
17 Additionally, Class Counsel has extensive experience in handling complex wage-and-hour actions,
18 including significant experience in employment class action litigation.⁶⁰

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

21 The Settlement, which provides for a Total Settlement Amount of \$780,000.00, represents
22 a fair, adequate, and reasonable resolution of the cases, given the risks inherent in litigating class
23 and representative claims through certification proceedings, trial, and/or appeals.⁶¹ The Settlement
24 was calculated using information and data uncovered through extensive case investigation, formal
25

26 ⁵⁵ Ibid.

27 ⁵⁶ Ibid.

28 ⁵⁷ Bass Decl., ¶¶ 26-27

⁵⁸ Bass Decl., ¶ 27.

⁵⁹ Ibid.

⁶⁰ *Id.*, ¶¶ 35-39.

⁶¹ *Id.*, ¶¶ 25-28.

1 and informal discovery, and the exchange of information in the context of litigation, mediation,
2 and ongoing settlement negotiations.⁶² Had the action not settled, Defendant would have
3 vigorously challenged class certification, manageability of representative adjudication, and
4 liability. Defendant would have likely argued again at trial, if any, that Plaintiff's claims were not
5 appropriate for class-wide and/or representative adjudication. On the other hand, Defendant also
6 faced the risk of the Court certifying a class and allowing a jury to decide Plaintiff's claims on a
7 class-wide or representative basis. Additionally, preparation for trial would have been expensive
8 for all parties.

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

27
28

⁶² *Id.*, ¶¶ 23-28.

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

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

The Settlement, which provides for a Total Settlement Amount of \$780,000.00, represents a fair, reasonable, and adequate resolution of the cases. The Settlement was calculated using information and data uncovered through extensive case investigation, formal and informal discovery, and the exchange of information in the context of litigation, mediation, and settlement negotiations. The Settlement takes into account the potential risks and rewards inherent in any case and, in particular, in this matter. Moreover, considering all of the facts in the matter, the Total Settlement Amount represents a considerable recovery.

Even after deducting attorneys' fees in the amount of \$273,000.00, litigation costs and expenses in the amount of \$35,488.67, Enhancement Payment in the amount of \$6,000.00, Settlement Administration Costs in the amount of \$6,521.35, and the PAGA Payment of \$50,000.00 from the Total Settlement Amount of \$780,000.00, the Net Settlement Amount is currently estimated to be \$408,989.98.⁶³ Under the Settlement Agreement, the Total Settlement Amount will be fully paid out, in accordance with the terms of the Settlement. As discussed in Section III, *supra*, each Settlement Class Member will be paid Individual Settlement Shares calculated and apportioned from the Net Settlement Amount based on the Class Members' Workweeks during the Class Period.⁶⁴ Individual PAGA Payments will be similarly calculated and apportioned from the 25% of the PAGA Payment payable to Aggrieved Employees based on the Aggrieved Employees' Workweeks during the PAGA Period.⁶⁵ To date, there are one hundred

⁶³ Conn Decl., ¶ 15

⁶⁴ Settlement Agreement, ¶ 14.b

⁶⁵ Settlement Agreement, ¶ 15. The *pro rata* allocation here is a fair and reasonable way to distribute the Net Settlement Amount that is payable to the Settlement Class Members and 25% of the PAGA Payment that is payable to the Aggrieved Employees. At the final approval stage, "[a]n allocation formula need only have a reasonable, rational basis [to warrant approval], particularly if

eighty-five (185) Settlement Class Members, representing 100% of the Class Members.⁶⁶ The highest Individual Settlement Share to a Settlement Class Member is currently estimated to be average estimated Individual Settlement Share is \$2,139.78, the highest estimated Individual Settlement Share is \$6,016.86, and the lowest estimated Individual Settlement Share is \$2.56.⁶⁷ The average estimated Individual PAGA Payment is \$142.05, the highest estimated Individual PAGA Payment is \$173.45, and the lowest estimated Individual PAGA Payment is \$3.94.⁶⁸ These are significant individual recoveries, particularly in light of the risks of litigation.

Class Counsel believes that the Settlement as a whole is fair, reasonable, and adequate, and in the best interest of the Class Members, the State of California, and Aggrieved Employees.⁶⁹ Although the recommendations of Class Counsel are not conclusive, the Court can properly take the recommendations into account, particularly if Class Counsel appears to be competent, has experience with this type of litigation, and significant discovery and investigation have been completed, as is the case here. Conte & Newberg, *Newberg on Class Actions* (4th Ed., 2002) § 11.47. Accordingly, the Court should grant final approval of the Settlement.

D. The Class Was Represented by Competent Counsel.

Class Counsel has extensive experience in employment class action law and complex wage-and-hour litigation.⁷⁰ Lawyers for Justice, PC has been appointed class counsel in numerous complex wage-and-hour cases, and has recovered millions of dollars for individuals in California.⁷¹ Both Parties' counsel were capable of assessing the strengths and weaknesses of the Class Members' claims against Defendant and the benefits of the Settlement under the circumstances of the case and in the context of a private, consensual settlement agreement.

E. There Are No Objections to the Settlement.

The Settlement has been well received by the Class – *not a single Class Member objected to the Settlement.*⁷² Specifically, no objections have been made as to the Total Settlement Amount

recommended by experienced and competent class counsel.” *In re American Bank Note Holographics, Inc., Securities Litigation* (S.D.N.Y. 2001) 127 F.Supp.2d 418, 429-30.

⁶⁶ Conn Decl., ¶ 14.

⁶⁷ *Id.*, ¶ 16.

⁶⁸ *Id.*, ¶ 18.

⁶⁹ Bass Decl., ¶ 45.

⁷⁰ *Id.*, ¶¶ 36-42(a)-(NN).

⁷¹ *Ibid.*

⁷² Conn Decl., ¶ 12.

1 or contemplated Attorneys' Fees and Costs, Enhancement Payment, Settlement Administration
2 Costs, or the PAGA Payment. California courts have consistently found that a small number of
3 objectors indicates the class's support for a settlement and strongly favors final approval.
4 *Wershba, supra*, 91 Cal.App.4th at 250-51 (final approval granted despite 20 objectors); *7-Eleven*
5 *Owners, supra*, 85 Cal.App.4th at 1152-53 (final approval granted despite 9 objectors).

6 Here, the lack of any objections speaks volumes about the fairness, reasonableness, and
7 adequacy of this Settlement. Accordingly, the Settlement as a whole is presumed to be fair,
8 reasonable, and adequate, and the Court should grant final approval of the Settlement in its entirety.
9 *Dunk, supra*, 48 Cal.App.4th at 1802.

10 **VI. THE ATTORNEYS' FEES AWARD SHOULD BE APPROVED.**

11 **A. Legal Standard for Attorneys' Fees in a Class Action Settlement.**

12 Trial courts have "wide latitude" in assessing the value of attorneys' fees and their
13 decisions will "'not be disturbed on appeal absent a manifest abuse of discretion.'" *Lealao v.*
14 *Beneficial Cal., Inc.* (2000) 82 Cal.App.4th 19, 41; *Ketchum v. Moses* (2001) 24 Cal.4th 1122,
15 1132 (The "experienced trial judge is the best judge of the value of professional services rendered
16 in his court[.]"); *Cellphone Termination Fee Cases* (2009) 180 Cal.App.4th 1110, 1118. Where
17 the amount of a settlement is a "certain easily calculable sum of money," California courts may
18 calculate attorneys' fees as a reasonable percentage of the settlement. Weil and Brown, *California*
19 *Practice Guide, Civil Procedure Before Trial*, Chapter 14, § 14:145; *see also Laffitte v. Robert*
20 *Half Int'l Inc.* (2016) 1 Cal.5th 480, 503; *Dunk, supra*, 48 Cal.App.4th at 1808. The percentage-
21 of-the-benefit approach is preferred in class and representative actions because "it better
22 approximates the workings of the marketplace than the lodestar approach." *Lealao, supra*, 82
23 Cal.App.4th at 49.

24 California law provides that an attorneys' fees award should be equivalent to fees paid in
25 the legal marketplace for the result achieved and risk incurred. *Id.* at 47-50; *Laffitte v. Robert Half*
26 *Int'l, Inc.* (2016) 1 Cal.5th 480, 503. In *Lealao*, the court held that when an action leads to a
27 recovery that can be "monetized" with a reasonable degree of certainty, the trial court should
28 "ensure that the fee awarded is within the range of fees freely negotiated in the legal marketplace

1 in comparable litigation.” *Lealao, supra*, 82 Cal.App.4th at 50. Fee awards that are too small will
2 “chill the private enforcement essential to the vindication of many legal rights and obstruct the
3 representative actions that often relieve the courts of the need to separately adjudicate numerous
4 claims.” *Lealao, supra*, 82 Cal.App.4th at 53.

5 “The ultimate goal . . . is the award of a ‘reasonable’ fee to compensate counsel for their
6 efforts, irrespective of the method of calculation.” *Consumer Privacy Cases* (2009) 175
7 Cal.App.4th 545, 557-58 (quoting *Apple Computer, Inc. v. Superior Court, supra*, 126 Cal.App.4th
8 at 1270). It is not an abuse of discretion to choose one method over another as long as the method
9 chosen is applied consistently using percentage figures and/or rates that accurately reflect the
10 marketplace. In cases where class members present claims against a settlement amount and the
11 settlement agreement provides that the defendant agrees to paying the attorneys a percentage of
12 the same, use of that percentage method is appropriate. *Lealao, supra*, 82 Cal.App.4th at 32.

13 Historically, courts have awarded fees as high as fifty percent (50%) of the settlement,
14 depending on the circumstances of the case. Conte & Newberg, *Newberg on Class Actions* (4th
15 Ed., 2002) § 14.03; *see also In re Ampicillin Antitrust Litig.* (D.D.C. 1981) 526 F.Supp. 494
16 (awarding attorneys’ fees in the amount of 45% of the settlement amount of \$7.3 million); *Beech*
17 *Cinema, Inc. v. Twentieth-Century Fox Film Corp.* (S.D.N.Y. 1979) 480 F.Supp. 1195 (awarding
18 approximately 53% of the settlement amount as attorneys’ fees). California courts routinely
19 approve class action attorneys’ fees awards “averag[ing] around one-third of the recovery.”
20 *Chavez v. Netflix, Inc.* (2008) 162 Cal.App.4th 43, 66 n.11 (lower court found 20 to 40 percent
21 range of contingency fee in marketplace was appropriate in class actions); *see also Laffitte*, 1
22 Cal.5th at 488 & 506 (approving fee award of 1/3 of common fund of \$19 million).

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

24 California and federal courts have long recognized that an appropriate method for
25 determining the award of attorneys’ fees is based on a percentage of the total value of benefits
26 made available to class members by the settlement. *Laffitte*, 1 Cal.5th at 503; *Boeing Co. v. Van*
27 *Gemert* (1980) 444 U.S. 472, 478; *Paul, Johnson, Alston & Hunt v. Gaulty* (9th Cir. 1989) 886
28 F.2d 268, 272; *Vincent v. Hughes Air West, Inc.* (9th Cir. 1977) 557 F.2d 759, 769; *Serrano v.*

Priest (1977) 20 Cal.3d 25, 34.⁷³ The purpose of this equitable doctrine is to spread litigation costs proportionally among all the beneficiaries so that the active beneficiary does not bear the entire burden alone. See *Vincent*, *supra*, 557 F.2d at 769.

When a litigant's efforts result in a settlement from which others may derive benefits, the litigant may require the passive beneficiaries to compensate those whose efforts brought about the settlement. See, R. Pearle, *California Attorney Fee Awards* (CEB, 1993) § 7A, p. 5-7 (permitting attorneys' fees and costs to be paid out of the settlement or directly on behalf of the other parties enjoying the benefit of the settlement). Both state and federal courts have embraced this doctrine. See *Serrano*, *supra*, 20 Cal.3d at 35; *Crampton v. Takegoshi* (1993) 17 Cal.App.4th 308, 317; *Vincent*, *supra*, 557 F.2d at 769.

The propriety of calculating and awarding attorneys' fees as a percentage of a monetary settlement that has, by litigation, been preserved or recovered for the benefit of others, has been confirmed by the California Supreme Court. *Laffitte*, *supra*, 1 Cal.5th 480 at 486 & 506. The California Supreme Court has taken the position that "[t]rial courts have discretion to conduct a lodestar cross-check on a percentage fee," "they also retain the discretion to forgo a lodestar cross-check and use other means to evaluate the reasonableness of a requested percentage fee[.]" and "[t]he percentage [...] method survives in California." *Id.* (internal quotes omitted).

Courts have consistently recognized that class and representative action litigation is increasingly necessary to protect the rights of individuals whose injuries and/or damages are too small to economically justify legal action on an individual basis. Accordingly, in determining a reasonable fee award, courts award fees to serve as an economic incentive for lawyers to pursue such litigation in order to achieve increased access to the judicial system for meritorious claims and to enhance deterrents to wrongdoing. This is especially true in situations where multiple similar alleged wrongs would not be economically feasible to pursue individually, such as here. See A. Conte, *Attorney Fee Awards* (2d Ed., 1993) 104, at 6.

When the case was originally filed, not only was it inescapably contingent, but the prospect of a long, drawn-out battle with a defendant represented by experienced counsel, was almost a

⁷³ The California Supreme Court has urged trial courts to consider class action federal authority. *Green v. Obledo* (1981) 29 Cal.3d 126, 146; *Vasquez v. Superior Court* (1971) 4 Cal.3d 800, 821.

certainty. By taking on this “battle” on a contingency basis, Class Counsel risked substantial economic loss if the results were not successful. This substantial risk is the reason that the courts approve the use of the percentage method when a settlement is obtained by the efforts of class counsel. *See Vizcaino v. Microsoft* (9th Cir. 2002) 290 F.3d 1043, 1048-49 (discussing the risks of engaging in litigation without certainty of compensation).

Under the terms of the Settlement Agreement, Defendant will pay a Total Settlement Amount of \$780,000.00 on a non-reversionary basis. The requested attorneys’ fees are thirty-five percent (35%) of the total value of the monetary settlement. In light of Class Counsel’s successful prosecution and resolution of the case, the requested attorneys’ fees are appropriate and reasonable.

Compensating class counsel in class litigation on a percentage basis makes good sense because: (1) it is consistent with the private marketplace where contingent fee attorneys are customarily compensated on such a basis; (2) it aligns the interests of class counsel and absent class members in achieving the maximum possible resolution of the case; and (3) it encourages the most efficient and expeditious resolution of the litigation by providing an incentive for early, yet reasonable, settlement. The requested attorneys’ fees in this matter satisfy all of those factors and should be approved on a percentage basis.

The percentage method is consistent with, and is intended to mirror, the practice in the private marketplace where contingent-fee attorneys typically negotiate percentage-fee arrangements with their clients. Named plaintiff’s agreement to pay a contingent fee is powerful evidence of a reasonable fee. One of the best ways to demonstrate the value of counsel’s work to the class is to review the consideration agreed to be paid by the named plaintiff. If the named plaintiff has employed counsel on a contingency-fee basis, it would indeed be inequitable for the members of the class, who will enjoy the benefits of the settlement without incurring the risks of bringing the claim, to pay less than the named plaintiff. In this case, Plaintiff has agreed to a contingency fee agreement of at least thirty-five percent (35%) of the recovery.⁷⁴

Furthermore, a percentage-fee award is not dependent on a determination of the actual amount claimed by those entitled—it is the creation of the settlement that is the crucial fact. In

⁷⁴ Bass Decl., ¶ 45

1 *Winslow v. Harold G. Ferguson Corp.*, the California Supreme Court expressly held that “it is
2 equitable that [the attorney’s] compensation and expenses should come from the entire fund saved
3 for all classes concerned before it is distributed.” *Winslow v. Harold G. Ferguson Corp.* (1944)
4 25 Cal.2d 274, 284. Likewise, *Lealao* expressly held that a percentage-based fee “may be
5 calculated on the basis of the total fund made available rather than the actual payments made to
6 the class.” *Lealao, supra*, 82 Cal.App.4th at 51; *see also Boeing, supra*, 444 U.S. at 478 (“a litigant
7 or a lawyer who recovers” a settlement “for the benefit of persons other than himself or his client
8 is entitled to a reasonable attorneys’ fee from the fund as a whole”).

9 In *Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, in determining reasonable
10 attorneys’ fees, the Court of Appeal valued a settlement based on the total value of the settlement
11 made available to class members by the efforts of counsel, decided in favor of granting fees as a
12 percentage of the total value of the settlement, and rejected an objection that the fees be awarded
13 based on the exact amount claimed by class members. *Id.* at 247.

14 Class Counsel has obtained a substantial recovery on behalf of Plaintiff, the Class,
15 Aggrieved Employees, and the State of California, and the results achieved justify an attorneys’
16 fees award that is the equivalent of the standard market fee and that is consistent with the
17 contingency-fee agreement entered into by and between Plaintiff and Class Counsel. Thus, the
18 requested attorneys’ fees are appropriate.

19 **C. The Attorneys’ Fees Requested Are Reasonable Based on the Factors**
20 **Considered in Determination of Fee Awards.**

21 In *Camden I Condominium Association, Inc. v. Dunkel*, the court identified twelve factors
22 to be considered in determining whether fee awards are reasonable: (1) the time and labor required;
23 (2) the novelty and difficulty of the questions involved; (3) the skill required to perform the legal
24 services properly; (4) the preclusion of other employment by the attorney due to the acceptance of
25 the case; (5) the customary fee; (6) whether the fee is fixed or contingent; (7) time limitation
26 imposed by the client or the circumstances; (8) the amount involved and results obtained; (9) the
27 experience, reputation and ability of the attorney; (10) the undesirability of the case; (11) the nature
28

1 and length of the professional relationship with the client; and (12) awards in similar cases.
2 *Camden I Condominium Association, Inc. v. Dunkel* (11th Cir. 1991) 946 F.2d 768, 772.

3 These factors favor the attorneys' fees sought here, and some of the most relevant factors
4 to this Court's fee determination will be addressed herein. The award of attorneys' fees in the
5 amount of \$273,00.00 (which is thirty-five percent (35%) of the Total Settlement Amount) is
6 commensurate with the time, effort, and expense dedicated to the cases, the contingent nature of
7 Class Counsel's fee and the risks taken, the skill and determination required, the results that Class
8 Counsel has achieved, and the value of the settlement that Class Counsel has obtained in the matter.

9 **1. Time & Labor.**

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

12 As outlined in the Declaration of Daniel Bass, Class Counsel has fully and actively
13 participated in litigation of the matter.⁷⁵ Prior to commencing the *Ramirez* Action and *Hernandez*
14 Action, Class Counsel had conducted a significant amount of investigation into the factual and
15 legal issues, Defendant's business, and its operations and employment policies, practices, and
16 procedures.⁷⁶ During the litigation of the matter, Class Counsel had the opportunity to interview
17 former plaintiff Carmen Ramirez, Plaintiff, and other percipient witnesses; reviewed and analyzed
18 a large volume of pages of information, documents and data obtained from Defendant, Plaintiff,
19 and other sources; and prepared liability, damages, penalties, and valuation calculations.⁷⁷ Class
20 Counsel also met and conferred with Defendant's counsel over the issues relating to pleadings,
21 discovery, and the production of information, documents and data, among other things; and
22 prepared for and attended court proceedings, mediation, and settlement negotiations.⁷⁸

23 Class Counsel has dedicated staffing and monetary resources necessary to prosecute this
24 matter diligently and with maximum efficiency and has fully and actively participated in the
25 litigation process. The Attorney Task and Time Chart, which is attached as "EXHIBIT A" to the
26 accompanying Declaration of Daniel Bass, sets forth in detail the hours that attorneys at Lawyers

27 ⁷⁵ *Id.*, ¶¶ 21-27 & Exh. A.

28 ⁷⁶ *Id.*, ¶¶ 23-24.

⁷⁷ *Id.*, ¶¶ 23-24.

⁷⁸ *Id.*, ¶ 23.

for Justice, PC have spent performing tasks on behalf of Plaintiff and the Class.⁷⁹ Class Counsel has spent 519.90 hours performing tasks and to obtain a significant recovery on behalf of Plaintiff, the Class, the Aggrieved Employees, and the State of California.⁸⁰ These hours were required to bring this matter to its successful conclusion. In light of the value of time expended and the carrying of costs involved in litigating this matter, the requested attorneys' fees are fair, adequate, and reasonable.

2. *The Skill Required to Perform Legal Services Properly.*

The skill required to properly litigate this matter is evident not only in the results achieved, but in the steps necessary to reach those results. Defendant retained well-respected counsel to represent its defenses. More specifically, Defendant and its counsel felt very strongly about Defendant's ability to obtain a denial of certification and to prevail on the merits. Plaintiff and Class Counsel believed that they would have obtained class certification and prevailed at trial.

Class Counsel undertook significant investigation, analysis, and research prior to filing the *Ramirez* Action and *Hernandez* Action and during the litigation. Class Counsel took steps to prepare the matter for class certification and representative adjudication and had every intention of taking the case to trial on a class-wide basis if Defendant did not offer an appropriate class-wide settlement. Despite all of the obstacles that had to be overcome, as demonstrated in the Declaration of Daniel Bass, Class Counsel used its extensive experience in the handling of class actions and complex wage-and-hour litigation matters in order to obtain the Settlement with maximum efficiency.⁸¹

3. *The Value of the Settlement for the Class Members.*

The Settlement represents an excellent resolution, given the risks inherent in litigating the cases through certification proceedings, trial, and/or appeals. Had the matter not settled, Defendant would have vigorously challenged certifiability, manageability of representative adjudication, and liability. Defendant, however, faced risks if the Court certified a class and allowed a jury to decide the claims. Additionally, preparing for trial would have been expensive for the Parties.

⁷⁹ *Id.*, ¶¶ 31 & Exh. A.

⁸⁰ Bass Decl., 30-31 & Exh. A.

⁸¹ *Id.*, ¶¶ 35-39.

The Settlement at this stage is preferred over continued litigation because such resolutions save time and money that would otherwise go to litigation. The risks and expenses of further litigation outweighed any benefit that might have been gained otherwise. The Settlement provides an immediate recovery, as opposed to an uncertain result in the future after prolonged litigation involving expert discovery, trial preparation, class certification proceedings, and appellate review of those proceedings. The Settlement offers present relief and/or recovery to Settlement Class Members, the State of California, and Aggrieved Employees while avoiding the further expense, risk, and delay in obtaining possible recovery at an unknown time in the future.

As a result of this litigation and settlement negotiations, Defendant agreed to pay a Total Settlement Amount of \$780,000.00 to settle the matter. After deducting the attorneys' fees (\$273,000.00), litigation costs and expenses (\$35,488.67 of \$45,000.00 available), Enhancement Payment (\$6,000.00), Settlement Administration Costs (\$6,521.35), and PAGA Payment (\$50,000.00) from the Total Settlement Amount, it is currently estimated that the Net Settlement Amount is approximately \$408,989.98.⁸² The Net Settlement Amount will be fully distributed in accordance with the terms of the Settlement. The average estimated Individual Settlement Share is \$2,139.78, the highest estimated Individual Settlement Share is \$6,016.86, and the lowest estimated Individual Settlement Share is \$2.56.⁸³ The average estimated Individual PAGA Payment is \$142.05, the highest estimated Individual PAGA Payment is \$173.45, and the lowest estimated Individual PAGA Payment is \$3.94.⁸⁴ The Settlement offers significant monetary relief to the Settlement Class Members, the State of California, and Aggrieved Employees.

4. Whether the Fee Is Fixed or Contingent.

Plaintiff entered into a contingency fee agreement with Class Counsel, and the representation of the Class provided by Class Counsel has been wholly contingent. Class Counsel took on the case without knowing whether any recovery would be obtained. Class Counsel has invested 519.90 hours of time to obtain relief on behalf of Plaintiff, Class Members, the State of California, and Aggrieved Employees.⁸⁵ Class Counsel has also incurred litigation costs and

⁸² Conn Decl., ¶ 15.

⁸³ *Id.*, ¶ 16.

⁸⁴ *Id.*, ¶ 18.

⁸⁵ Bass Decl., ¶¶ 29-31 & Exh. A.

1 expenses in the amount of \$35,488.67.⁸⁶

2 Class Counsel has borne all of the risks and costs of litigation and will not receive any
3 compensation until recovery is obtained.⁸⁷

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

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

10 *Cates v. Chiang* (2013) 213 Cal.App.4th 791, 823 (internal quotes and citations omitted). Class
11 Counsel litigated this matter on a contingent basis with all of the concomitant risk factors inherent
12 in such an uncertain undertaking. Had Class Counsel not been successful, the time that Class
13 Counsel has devoted to litigating the matter would have been for naught, and would not have
14 produced any fee or any reimbursement of costs or expenses.

15 **5. The Amount Involved and the Results Achieved.**

16 The results achieved, in light of the difficulties inherent in similar cases and the specific
17 difficulties faced in this matter, are considerable. The Settlement has yielded a positive response
18 from the Class Members—no Class Members objected to the Class Settlement.⁸⁸

19 The court in *Camden* noted that, “a key element of the common fund case is that fees are
20 [...] taken from the fund [...] and a common fund is itself the measure of success ... [and]
21 represents the benchmark on which a reasonable fee will be awarded.” *Camden*, 946 F. 2d 768,
22 fn. 28 (citing *Court Awarded Attorney Fees, Report of the Third Circuit Task Force* (October 8,
23 1985) 108 F.R.D. 237 and Newberg, *Attorney Fee Awards* § 2.07 (1986)).

24 Here, the results achieved and obtained on behalf of Plaintiff, the Class, Aggrieved
25 Employees, and the State of California are reasonable in light of the risks inherent in further
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27
28 ⁸⁶ *Id.*, ¶ 40 & Exh. B

⁸⁷ Bass Decl., ¶ 40..

⁸⁸ Conn Decl., ¶ 12.

litigating this matter. Class Counsel’s efforts have resulted in a settlement that provides for a Total Settlement Amount of \$780,000.00.⁸⁹

6. The Reputation and Ability of the Attorneys.

Lawyers for Justice, PC is a recognized class action law firm that employed its attorneys’ knowledge, skills, and experience in bringing this matter to a successful conclusion. Class Counsel has years of complex and class action litigation experience, has recovered millions of dollars on behalf of thousands of individuals in California, and has successfully handled numerous significant wage-and-hour class action and complex cases.⁹⁰

D. The Lodestar Methodology Also Justifies Approval of the Requested Fees.

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

The lodestar is calculated based on reasonable hours at reasonable prevailing hourly rates for the attorneys. *Ketchum, supra*, 24 Cal.4th at 1131-32. Under California law, counsel is entitled to compensation for every hour reasonably spent on the matter. *Id.* at 1133.

1. The Number of Hours Spent on the Litigation was Reasonable.

The reasonableness of hours is assessed by “the entire course of the litigation, including pretrial matters, settlement negotiations, discovery, litigation tactics, and the trial itself[.]” *Vo v. Las Virgenes Municipal Water Dist.* (2000) 79 Cal.App.4th 440, 447.

As discussed above, this matter was highly contested and required a significant amount of

⁸⁹ Bass Decl., ¶¶ 28-29.

⁹⁰ Bass Decl., ¶¶ 35-39.

time and labor. Defendant made it clear very early on that it disputed all of the allegations of the case and disputed that the matter was appropriate for class or representative treatment. Defendant raised affirmative defenses and denied liability, and the pursuit of this case involved gathering and analyzing a large amount of data from various sources. The handling of the case involved a great amount of effort, and also required and involved the exercise of a high level of skill, which Class Counsel has as a result of their extensive experience in employment class actions and complex wage-and-hour litigation. Long and difficult battles would have followed as the cases moved toward certification and trial, including taking and defending depositions of Defendant's Person Most Qualified designees, percipient witnesses, and experts, propounding additional discovery requests and conducting additional document production, and engaging in extensive motion practice.

Class Counsel had to bring together a large volume of information, documents and data that were obtained from Defendant, Plaintiff, former plaintiff Carmen Ramirez, and through other sources. Class Counsel conducted extensive review and analysis of the information, documents and data to strategize the action and engage in settlement discussions.

As discussed above in Part VI.C.1, *infra*, attached to the Declaration of Daniel Bass is a task and time chart that sets forth in detail the numerous tasks that Class Counsel performed in this matter, and the time required for completing those tasks.⁹¹ The chart demonstrates that Class Counsel has spent a total of 519.90 hours litigating the matter and finalizing the Settlement.⁹² In light of the facts and circumstances of the cases, as well as the results that Class Counsel has achieved, Class Counsel has spent a reasonable number of hours performing work on this matter. In addition, Class Counsel will continue to perform work on this matter through the date of final approval and in connection with the implementation of the Settlement.

2. The Fees Requested Represent a Reasonable Hourly Rate of Compensation in Light of Class Counsel's Efforts and Experience.

Both California and federal courts recognize that attorneys should be compensated for providing representation on a contingency basis and for taking on the risks associated with said

⁹¹ Bass Decl., Exh. A.

⁹² *Id.*, ¶¶ 30-31 & Exh. A.

1 representation, as well as being provided with financial incentives to enforce important rights and
2 protections like those at issue in this action. See *Ketchum, supra*, 24 Cal.4th at 1132-33. In
3 awarding attorneys' fees, the aim is to mirror "the established practice in the private legal market
4 of rewarding attorneys for taking the risk of nonpayment by paying them a premium over their
5 normal hourly rates for winning contingency cases." See *id.*

6 Class Counsel has been actively involved in this matter, prior to the commencement of the
7 *Ramirez* Action and *Hernandez* Action, and all the way up to the present, and Class Counsel's
8 dedication to providing representation in these cases has precluded other employment. Here, Class
9 Counsel bore the risk that, despite all of their efforts and skills employed, there may be no recovery.
10 Ultimately, Class Counsel was successful in reaching a settlement of \$780,000.00.

11 As set forth in the Declaration of Daniel Bass, the professional backgrounds and experience
12 of Class Counsel support reasonable rates of compensation of at least \$800 per hour for services
13 provided by Class Counsel.⁹³ While the circumstances of every case are unique, the fact remains
14 that the work performed and efforts undertaken by Class Counsel on behalf of the Class Members
15 justify the requested attorneys' fees.

16 Class Counsel's application for attorneys' fees in light of the facts and circumstances
17 surrounding the matter is well within the range of reasonableness. While handling this matter,
18 Class Counsel devoted the hours in legal time summarized above and detailed in the Attorney Task
19 and Time Chart, which is attached as **EXHIBIT A** to the Declaration of Daniel Bass.⁹⁴ As indicated
20 in the chart and the Declaration of Daniel Bass, Class Counsel has worked 519.90 hours in the
21 pursuit of this matter. The Declaration of Daniel sets forth the entire picture, and the work
22 performed by Class Counsel would place a base lodestar value of \$446,248.50 on Lawyers for
23 Justice, PC's services.⁹⁵ Application of a multiplier is not even necessary as the total base lodestar
24 fees are \$446,248.50, exceeding Class Counsel's fee request. Class Counsel seeks an attorneys' fee
25 award of \$273,000.00 (thirty-five percent (35%) of the Total Settlement Amount).

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28 ⁹³ *Id.*, ¶¶ 30-34.

⁹⁴ Bass Decl., Exh. A.

⁹⁵ *Id.*, ¶ 31.

The nature of the work performed, skill exercised, and the outcome in “this matter—which involves an outstanding monetary recovery involving a *Total Settlement Amount of \$870,000.00* (with a Net Settlement Amount of *at least \$408,989.98 to be paid to Settlement Class Members* with an average payment of approximately \$2,139.78 per Settlement Class Member, a *payment of \$12,500.00 to Aggrieved Employees* with an average payment of \$142.05 per Aggrieved Employee, and *payment of \$37,500.00 to the State of California*)—support the percentage fee sought.⁹⁶

Therefore, the lodestar as a cross-check to the percentage figure sought herein, strongly supports the reasonableness of the requested attorneys’ fees award. Plaintiff respectfully requests that the Court grant final approval of, and award, attorneys’ fees in the amount of \$273,000.00 to Class Counsel.

VII. COSTS TO BE REIMBURSED TO CLASS COUNSEL ARE FAIR AND REASONABLE AND SHOULD BE APPROVED.

The Settlement provides for reimbursement of litigation costs and expenses of up to \$45,000.00. As set forth in the Declaration of Daniel Bass, Class Counsel seeks reimbursement of \$35,488.67 in litigation costs and expenses incurred in this case.⁹⁷ This amount was reasonable and necessary in the prosecution of the case and to obtain the Settlement, and is less than the maximum amount allocated under the Settlement Agreement.⁹⁸ The cost savings of \$9,511.33 will be part of the Net Settlement Amount, which will be distributed to Settlement Class Members in accordance with the Settlement. Accordingly, Plaintiff requests that the Court award litigation costs and expenses in the amount of \$35,488.67 to Class Counsel.

VIII. THE SETTLEMENT ADMINISTRATION COSTS ARE FAIR AND REASONABLE AND SHOULD BE APPROVED.

As set forth in the accompanying Declaration of Bentley Conn, the total costs incurred and to be incurred by Simpluris, Inc. for the notice and settlement administration process are \$6,521.35.⁹⁹ The costs incurred and to be incurred include, but are not limited to, (a) printing,

⁹⁶ Conn Decl., ¶¶ 15-18.

⁹⁷ Bass Decl., ¶ 43.

⁹⁸ Ibid.

⁹⁹ Conn Decl., ¶¶ 3, 15, 19.

distributing and tracking the Class Notices and other documents for the Settlement; (b) calculating and distributing payments due under the Settlement; (c) issuing of 1099 and W-2 IRS Forms and all the required tax reporting, filings, withholdings and remittances; (d) providing necessary reports and declarations; (e) resolving disputes; and (f) other duties and responsibilities set forth to process the Settlement.¹⁰⁰

Accordingly, the Court should grant final approval of payment to Simpluris, Inc., a necessary third-party administrator, for its handling of the notice and settlement process, in the amount of \$6,521.35.

IX. THE REQUESTED ENHANCEMENT PAYMENT IS FAIR AND REASONABLE AND SHOULD BE APPROVED.

The Settlement provides for an Enhancement Payment in the amount of \$6,000.00 to Plaintiff Roberto Hernandez to compensate Plaintiff for the time and effort that he expended on behalf of the Class, Aggrieved Employees, and the State of California as well as his broader individual release of claims with a California Civil Code section 1542 waiver. The requested Enhancement Payment is both common and reasonable and should be awarded.

The requested Enhancement Payment is fair and appropriate because Plaintiff spent a substantial amount of time and effort in producing relevant documents and past employment records and providing the facts and evidence necessary to attempt to prove the allegations.¹⁰¹ Plaintiff was available whenever Class Counsel needed him and actively tried to obtain, and gave, information to support the pursuit of this matter.¹⁰² Plaintiff spent numerous hours speaking with Class Counsel about his claims, describing his work experiences with Defendants, and gathering and reviewing documents.¹⁰³

Accordingly, it is appropriate and just for Plaintiff Roberto Hernandez to receive \$6,000.00 as reasonable Enhancement Payment, in addition to his individual settlement payment.

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¹⁰⁰ Conn Decl., ¶ 3.

¹⁰¹ Bass Decl., ¶ 41; Declaration of Roberto Hernandez (“Hernandez Decl.”), ¶¶ 3-5.

¹⁰² Bass Decl., ¶ 41; Hernandez Decl., ¶¶ 2-5.

¹⁰³ Bass Decl., ¶ 41; Hernandez Decl., ¶¶ 3-5.

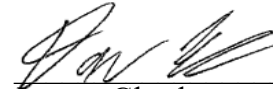
X. CONCLUSION

For the foregoing reasons, Plaintiff respectfully requests that the Court grant final approval of the Settlement, award Attorneys' Fees and Costs, Enhancement Payment, and Settlement Administration Costs, and approve the PAGA Payment, in their entirety, as sought herein; and permit the filing of a memorandum that exceeds the page limit.

Dated: November 18, 2025

LAWYERS for JUSTICE, PC

By:



Joanna Ghosh

Daniel Bass

Attorneys for Plaintiff and the Class