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TYLER IRISH, on behalf of themselves and all others
similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF KERN

JOEY STEPHENS, MANUEL MARTINEZ,
ERIC MCINTYRE, JEREMY CAPPS, AND
TYLER IRISH, an individual, on behalf of
themselves and others similarly situated,

PLAINTIFFS,

v.

HALL AMBULANCE SERVICE, INC.; and
DOES 1 thru 50, inclusive,

DEFENDANTS.

CASE NO. BCV-20-101643

[Case Assigned for All Purposes to Hon.
Thomas S. Clark in Dept. 17]

**NOTICE OF MOTION AND MOTION
FOR FINAL APPROVAL OF
ATTORNEYS' FEES AND COSTS;
MEMORANDUM OF POINTS AND
AUTHORITIES IN SUPPORT THEREOF**

*[Filed concurrently with Declarations of
Kelsey M. Szamet, Aaron D. Kaufmann,
Makenna Snow, and Plaintiffs, Proposed
Order, and Proposed Judgment]*

Date: August 1, 2023
Time: 8:30 A.M.
Dept.: 17

Complaint Filed: July 16, 2020
FAC Filed: August 7, 2020

1 **TO ALL PARTIES AND TO THEIR ATTORNEYS OF RECORD:**

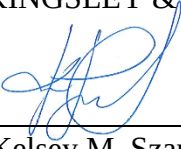
2 PLEASE TAKE NOTICE that on August 1, 2023 at 8:30 A.M. in Department 17 of the
3 above-entitled court, Plaintiffs JOEY STEPHENS, MANUEL MARTINEZ, ERIC MCINTYRE,
4 JEREMY CAPPS, AND TYLER IRISH (“Plaintiffs”) will, and hereby does, move the Court for
5 an Order granting final approval of Class Counsel’s Attorneys’ Fees and Costs pursuant to the
6 Parties’ Joint Stipulation of Class Action Settlement and Release of Claims. Plaintiff also
7 respectfully requests that the Court award a total enhancement of \$50,000.00 (\$10,000 each).

8 Good cause exists for the granting of this Motion because the work of Plaintiff and Class
9 Counsel resulted in an excellent settlement that created a common fund that compensates
10 Settlement Class Members. Class Counsel seek compensation from the common fund.

11 The Motion will be based on this Notice of Motion; the accompanying Memorandum of
12 Points and Authorities; the Kelsey M. Szamet, Plaintiffs Joey Stephens, Manuel Martinez, Eric
13 McIntyre, Jeremy Capps, Tyler Irish, Makenna Snow of ILYM; all other papers and records on
14 file in this action; and on such oral and documentary evidence as may be presented at the hearing
15 on this Motion.

16 DATED: July 10, 2023

KINGSLEY & KINGSLEY, APC

17
18 By: 

19 Kelsey M. Szamet
20 Attorneys for Plaintiffs and the Proposed Class
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1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. INTRODUCTION**

3 Pursuant to California Rules of Court, rule 3.769 (b) and California Code of Civil
4 Procedure section 382, Plaintiffs JOEY STEPHENS, MANUEL MARTINEZ, ERIC
5 MCINTYRE, JEREMY CAPPS, and TYLER IRISH (“Plaintiffs”) moves this Court for approval
6 of an award of attorneys’ fees and reimbursement of expenses to Class Counsel, pursuant to the
7 terms of the preliminary-approved Joint Stipulation of Class Action Settlement and Release of
8 Claims (“Settlement Agreement” or “Settlement”) between named Plaintiff and Defendant HALL
9 AMBULANCE SERVICE, INC. (“Defendant”). Class Counsel also respectfully requests that the
10 Court award an enhancement for the named Plaintiff of 50,000.00.

11 **II. STATUS OF THE SETTLEMENT**

12 In an effort to conserve the Court’s time and resources, Plaintiffs will not repeat the
13 Procedural History set forth in the concurrently-filed Motion for Final Approval of Class Action
14 Settlement.

15 The Settlement Agreement has been preliminarily-approved by the Court and the Notice
16 of Class Action Settlement disseminated pursuant to the terms of the Settlement Agreement.
17 (Declaration of Kelsey M. Szamet ¶23 (“Szamet Decl.”); Declaration of Makenna Snow ¶3 (“Snow
18 Decl.”).)

19 As discussed in the Motion for Final Approval of Class Action Settlement, Class Counsel
20 worked diligently on behalf of the preliminarily certified Settlement Class Members in order to
21 obtain this Settlement.

22 **III. THE COURT SHOULD GRANT PLAINTIFF’S APPLICATION FOR AN AWARD**
23 **OF ATTORNEYS’ FEES**

24 A. Class Counsel are Entitled to a Fee From the Common Fund

25 On August 11, 2016, the California Supreme Court decided *Laffitte v. Robert Half*
26 *International*, which addressed the correct methodology for awarding fees in a class action
27 settlement. (*Laffitte v. Robert Half Intern. Inc.* (Cal. 2016) 205 Cal.Rptr.3d 555, 573.) The *Laffitte*
28 Court approved awarding fees as a percentage of the settlement fund in cases like the present one,

1 where a settlement results in the creation of a common fund on behalf of a class:

2 We join the overwhelming majority of federal and state courts in holding that when
3 class action litigation establishes a monetary fund for the benefit of the class
4 members, and the trial court in its equitable powers awards Class Counsel a fee out
of that fund, the court may determine the amount of a reasonable fee by choosing
an appropriate percentage of the fund created.

5 (*Id.* at p. 573.) The Court then set out several reasons why the percentage-of-the-fund method is
6 preferred over the alternative lodestar-multiplier approach in California courts:

7 The recognized advantages of the percentage method—including relative ease of
8 calculation, alignment of incentives between counsel and the class, a better
9 approximation of market conditions in a contingency case, and the encouragement
it provides counsel to seek an early settlement and avoid unnecessarily prolonging
10 the litigation [citations]—convince us the percentage method is a valuable tool that
should not be denied our trial courts.

11 (*Id.* at p. 573.)

12 An award of 1/3 of the common fund is appropriate here under the “substantial benefit”
13 theory. (*Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1810; *Wershba v. Apple Computer,*
14 *Inc.* (2001) 91 Cal.App.4th 224, 254.) That theory permits a litigant who has sued in a
15 representative capacity to recover fees when the litigant’s efforts have created a substantial, actual,
16 and concrete benefit for members of an ascertainable class and the court’s jurisdiction over the
17 subject matter makes possible an award which spreads the cost proportionately among the
18 members of the benefitted class. (*See Ciani v. San Diego Trust & Sav. Bank* (1994) 25 Cal.App.4th
19 563, 578.)

20 This doctrine rests on the understanding that attorneys should normally be paid by their
21 clients, and that unless attorneys’ fees are paid out of the common fund, those who benefitted from
22 the fund would be unjustly enriched. (*Woodland Hills Residents Assn., Inc. v. City Council* (1979)
23 23 Cal.3d 917, 943; *Save El Toro Ass’n v. Days* (1979) 98 Cal.App.3d 544, 548-49.) To prevent
24 this unfair result, courts exercise their inherent equitable powers to assess attorneys’ fees against
25 the entire fund, thereby spreading the cost of those fees among all those who benefitted. (*Serrano*
26 *III*, 20 Cal.3d at p. 35.) “A court, in the exercise of its equitable discretion, may decree that those
27 receiving the benefit should contribute to the costs of its production.” (*Save El Toro Assn., supra*,
28 98 Cal.App.3d at p. 548.) As this approach “better approximates the workings of the marketplace

1 than the lodestar approach,” there is “a greater judicial willingness to evaluate a fee award as a
2 percentage of the recovery” in common fund cases. (*Lealao v. Beneficial Calif., Inc.* (2000) 82
3 Cal. App. 4th 19, 31, 48.)

4 As detailed fully in the Settlement Agreement and set forth above, the Settlement
5 Agreement provides for Defendant to create a Maximum Settlement Amount of \$1,900,000.00.
6 From that fund, Plaintiff requests an award of attorneys’ fees in the amount of \$633,333.33, or 1/3
7 of the Maximum Settlement Amount created on behalf of members of the Class. (Szamet Decl.
8 ¶29.) This litigation resulted in “a substantial, actual and concrete . . . benefit on the members of
9 an ascertainable class,” *Save El Toro Assn., supra*, 98 Cal.App.3d at p. 548, namely a non-
10 reversionary settlement fund of \$1,900,000.00. Because none of the Settlement Class Members
11 have paid fees to Class Counsel for their efforts during the litigation, equity requires that they pay
12 a fair and reasonable fee based on what the market would traditionally require, no less than if they
13 had hired private counsel to litigate their cases individually. Class Counsel is therefore entitled to
14 a reasonable contingency fee of 1/3 from the Settlement fund as a whole.

15 B. The Attorneys’ Fees Requested By Class Counsel Are Well Within the Range of
16 Fees in Comparable Cases

17 Courts historically award fees in the twenty-to-fifty-percent range, depending on the
18 circumstances of the case. As stated in Newberg:

19 No general rule can be articulated on what is a reasonable percentage of a common
20 fund. Usually 50% of the fund is the upper limit on a reasonable fee award from a
21 common fund in order to assure that the fees do not consume a disproportionate
part of the recovery obtained for the Class, although somewhat larger percentages
are not unprecedented.

22 (Newberg on Class Actions, 3rd Ed., 1992, § 14.03; and see *Chavez v. Netflix, Inc.* (2008) 162
23 Cal.App.4th 43, 66, fn 11 [“Empirical studies show that, regardless whether the percentage method
24 or the lodestar method is used, fee awards in class actions average around one-third of the
25 recovery.”] Thus, Class Counsel’s requested fee of 33.3% is not only well within the range of
26 reasonableness, but is fair compensation for undertaking this complex, risky, expensive, and time-
27 consuming litigation on a contingent basis.

28 ///

C. The Contingency Fee of 1/3 Requested By Class Counsel Is Reasonable Based on the Risks of Litigation and the Diligent Efforts of Counsel that Led to an Outstanding Settlement for the Class

In the present case, Class Counsel asks the Court to award a fee of 1/3 of the common fund, or \$633,333.33, as provided in the Settlement Agreement. This amount is reasonable because Class Counsel's diligent litigation efforts and experience led to an outstanding settlement, with an average net recovery of over \$809.58 per Settlement Class Member (See Snow Decl. ¶14), based on cognizable risks which are discussed in detail in Plaintiff's Motion for Final Approval of Class Action Settlement.

Additionally, it is recognized that one of the primary factors justifying an attorney fee award in cases such as this are the attendant risks inherent in the litigation. As observed in *City of Detroit v. Grinnell Corporation* (2d Cir. 1974) 495 F.2d 448, 470:

No one expects a lawyer whose compensation is contingent upon his success to charge, when successful, as little as he would charge a client who had agreed to pay for his services, regardless of success. Nor, particularly in complicated cases producing large recoveries, is it just to make a fee depend solely on the reasonable amount of time expended.

Class Counsel extensively addressed the perceived risks in this case in the concurrently filed Motion for Final Approval of Class Action Settlement and will not repeat that analysis here. In addition to the complexity of this case, Class Counsel has borne the entire risk and costs of this litigation during the entire time that it has been pending, all on a pure contingency basis. (Szamet Decl. ¶118.) Through the investment of substantial effort and resources, Class Counsel has secured an outstanding Settlement of behalf of the Settlement Class Members. (*Id.*) Defendant vigorously contested liability, the amount of claimed damages, and the propriety of class certification. (*Id.*) It is this kind of situation, involving complex issues, that has been recognized as justifying a substantial attorney fee award. (*Id.*)

IV. CLASS COUNSEL'S FEE REQUEST IS REASONABLE UNDER A LODESTAR CROSSCHECK

Courts may "cross-check" the results of the common fund method against the lodestar method. (See, e.g., *In re Consumer Privacy Cases* (2009) 175 Cal.App.4th 545, 557.) The lodestar

1 is calculated by multiplying the reasonable hours expended by a reasonable hourly rate. (*Serrano*
2 *v. Priest* (1977) 20 Cal.3d 25, 48-49 (“*Serrano III*”).) Those rates reflect “the general local hourly
3 rate for a fee-bearing case” and do “not include any compensation for contingent risk,
4 extraordinary skill, or any other factors.” (*Ketchum v. Moses* (2001) 24 Cal.4th 1122, 1138.) The
5 court may then enhance the lodestar with a multiplier. (*Wershba, supra*, 91 Cal.App.4th at p. 254;
6 *Rebney v. Wells Fargo Bank* (1991) 232 Cal.App.3d 1344, 1347; *Serrano III, supra*, 20 Cal.3d at
7 p. 49.)

8 A. Requested Multiplier

9 The purpose of using the lodestar/multiplier method is to mirror the legal marketplace.
10 Counsel will not handle cases for straight hourly fees payable only if they win; therefore, an
11 enhancement is often awarded so that the fee received is commensurate with what attorneys could
12 expect to be compensated for services in similar circumstances. (*See San Bernardino Valley*
13 *Audubon Soc., Inc. v. County of San Bernardino* (1984) 155 Cal.App.3d 738, 755 [an award must
14 be large enough “to entice competent counsel to undertake difficult public interest cases”].) No
15 specific findings reflecting the court’s calculations are required. (*Wershba, supra*, 91 Cal.App.4th
16 at p. 254; *Rebney, supra*, 232 Cal.App.3d at p. 1349.) “The record need only show that the attorney
17 fees were awarded according to the ‘lodestar’ or ‘touchstone’ approach.” (*Ibid.*)

18 Here, a lodestar cross-check confirms that the percentage requested is reasonable. Class
19 Counsel’s aggregate lodestar amounts to \$417,687.75 (without future hours)¹, which represents
20 592.75 hours of attorney work² on this litigation incurred from its inception through the filing of
21 Plaintiff’s Motion for Final Approval. (Szamet Decl. ¶126.) As such, Class Counsel is asking for
22 a multiplier of 1.52. (Szamet Decl. ¶127.) Typically, the lodestar is merely the starting point of
23 the calculation of a reasonable fee, and courts often multiply the lodestar by a factor to account for
24 the risk of non-payment, delay in payment, the quality of work, and the novelty and difficulty of

25
26 ¹ Though Kingsley & Kingsley, APC will certainly continue to spend time working on this
27 matter for tasks such as preparing for and attending the final approval hearing, overseeing the
28 administration process, and communicating with Settlement Class Members, Plaintiff’s
Counsel are not requesting approval of future hours.

1 the issues involved. (*See Radar v. Thrasher* (1962) 57 Cal.2d 244, 253; *Beasley v. Wells Fargo*
2 *Bank* (1991) 235 Cal.App.3d 1407, 1419; *Coal. for L.A. County Planning v. Bd. of Supervisors*
3 (1977) 76 Cal.App.3d 241, 251.)

4 B. The Number of Hours Claimed is Reasonable

5 Plaintiff's counsel are entitled to be compensated "for all time reasonably expended in
6 pursuit of the ultimate result achieved in the same manner that an attorney traditionally is
7 compensated by a fee-paying client for all time reasonably expended on a matter." (*Hensley v.*
8 *Eckerhart* (1983) 461 U.S. 424, 431 [internal quotations omitted]; *accord Serrano v. Unruh* (1982)
9 32 Cal.3d 621, 633 ["Serrano IV"] [parties should recover for all hours reasonably spent]; *Meister*
10 *v. Regents of Univ. of Cal.* (1998) 67 Cal.App.4th 437, 447-48 [same].)

11 The amount of time spent on this case (over 592.75 hours), which culminated in a very
12 favorable proposed Settlement for the Settlement Class Members, is reasonable given the
13 complexity and novelty of the issues involved, the vigorous defense, the length and intensity of
14 the litigation, and the exceptional results obtained. (Szamet Decl. ¶128.) Class Counsel litigated
15 this action with great efficiency in light of the amount of work required to achieve the Settlement.
16 (Szamet Decl. ¶129.) Class Counsel has submitted a declaration evidencing the reasonable hourly
17 rate for their services and establishing the number of hours spent working on the case. (Szamet
18 Decl. ¶¶126-150.) Accordingly, Plaintiff is entitled to full compensation for the hours claimed by
19 Class Counsel.

20 C. The Hourly Rates Requested Are Reasonable

21 Class Counsel is entitled to be compensated at hourly rates that reflect the reasonable
22 market value of their legal services, based on their experience and expertise. (*See Serrano IV,*
23 *supra*, 32 Cal.3d at pp. 640-43, n.31.) "The reasonable hourly rate is that prevailing in the
24 community for similar work." (*PLCM Group, Inc. v. Drexler* (2000) 22 Cal.4th 1084, 1095.)
25 Payment at full market rates is essential to entice well-qualified counsel to undertake difficult
26 cases, such as this one. (*San Bernardino Valley Audubon Soc'y v. County of San Bernardino* (1984)
27 155 Cal. App. 3d 738, 755.) Additionally, calculation of a lodestar based on current hourly rates
28 is appropriate as a means of compensating for delay in payment. (*Missouri v. Jenkins by Agyei*

1 (1989) 491 U.S. 274, 283-84.)

2 The requested hourly rates in this case range from \$395.00 per hour to \$990.00. (Szamet
3 Decl. ¶130.) Class Counsel's hourly rates are fully supported by their experience and reputation
4 in handling complex employment litigation, including wage and hour class actions. (Szamet Decl.
5 ¶131; ¶¶112-113.)

6 Mr. Kingsley is a 24-year attorney with expertise in wage and hour class action lawsuits.
7 (Szamet Decl. ¶132.) He has litigated several hundred such cases, including at the appellate level
8 at the U.S. Supreme Court, California Supreme Court, the Ninth Circuit, and the California Court
9 of Appeal. (Szamet Decl. ¶133.) He is also a prolific speaker at various seminars on employment
10 law and has contributed to legal publications on employment topics. (Szamet Decl. ¶134.)
11 Biographical information for the other handling attorneys is included in the concurrently filed
12 Declaration of Kelsey M. Szamet. (Szamet Decl. ¶¶137-141.)

13 Aaron Kauffman is a seasoned attorney with extensive expertise with wage and hour class
14 actions lawsuits.³ (See Declaration of Kauffman ¶¶12-16.)

15 Class Counsel's charged rates are commensurate with the prevailing market rates in Kern
16 County for attorneys of comparable experience and skill handling complex litigation. (Szamet
17 Decl. ¶143.) Furthermore, Class Counsel's rates in calculating the lodestar are the same rates
18 charged to non-contingent hourly clients and thus necessarily reflect the current market value of
19 counsel's legal services.⁴ (Szamet Decl. ¶144.) Class Counsel has made all reasonable attempts to
20 avoid duplication of assignments and to assign tasks to timekeepers at the appropriate billing rates.
21 (Szamet Decl. ¶145.)

22 Finally, Class Counsel's rates are in line with the adjusted Laffey Matrix, which is a fee
23 scale that courts often consult in determining the reasonableness of hourly rates. Under the adjusted
24 Laffey Matrix, a reasonable rate for an attorney with 20+ years of experience, such as Mr.

25 ³ Kingsley & Kingsley, APC and Leonard Carder, LLP have entered into a written fee sharing
26 agreement that was also signed by the named Plaintiff (Szamet Decl. ¶141.)

27 ⁴ The Court should also note that other California courts approved many of these same rates over
28 15 years ago. (See, e.g., *Bihun v. AT&T Info. Sys., Inc.* (1993) 13 Cal.App.4th 976, 997,
disapproved on other grounds, 6 Cal.4th 644, 664 [\$450 hourly rate was a reasonable fee based
on counsel's knowledge, skill, experience and reputation].)

1 Kingsley, is \$997, a reasonable rate for an attorney with 14 years of experience, such as myself is
2 \$829, and a reasonable rate for an attorney with 4+ years of experience, such as Ms. Adlouni, Ms.
3 Garrett and Mr. Penner, is \$508. A true and correct copy of the 2022-2023 Adjusted Laffey Matrix
4 is attached hereto as Exhibit 4 (Szamet Decl. ¶146; Ex. D [2022-2023 Adjusted Laffey Matrix].)

5 D. The Fees Requested Are Reasonable

6 The trial court has substantial discretion in adjusting the lodestar to account for various
7 factors inadequately reflected therein. (*See Lealao, supra*, 82 Cal.App.4th at pp. 40-45.) A lodestar
8 multiplier is recognized as earned compensation: “The adjustment to the lodestar, e.g., to provide
9 a fee enhancement reflecting the risk the attorney will not receive payment if the suit does not
10 succeed, constitutes earned compensation; unlike a windfall, it is neither unexpected nor
11 fortuitous.” (*Ketchum, supra*, 24 Cal.4th at p. 1138.)

12 In California, courts regularly use a multiplier of 2.0 or greater in statutory fee cases to
13 approximate market fees.⁵ In fact, “[m]ultipliers in the 3-4 range are common in lodestar awards
14 for lengthy and complex class action litigation.” (*Van Vracken v. Atlantic Richfield Co.*
15 (N.D.Cal.1995) 901 F.Supp. 294, 298; *see also, Wershba, supra*, 91 Cal.App.4th at p. 255
16 [“Multipliers can range from 2 to 4 or even higher.”].) Here, Class Counsel is requesting a
17 multiplier of 1.52. (Szamet Decl. ¶149.)

18 The court may augment the lodestar upon consideration of various factors, including, but
19 not limited to: (1) the novelty and difficulty of the questions involved, (2) the skill displayed in
20 presenting them, (3) the extent to which the nature of the litigation precluded other employment
21 by the attorneys, and (4) the contingent nature of the fee award, both from the point view of
22 eventual victory on the merits and of establishing eligibility for an award. (*See Serrano III, supra*,
23 20 Cal.3d at pp. 41, 49.)

24 Each of the multiplier factors articulated in *Serrano III* supports the Court awarding the
25 requested enhancement of Class Counsel’s aggregate lodestar.

26 ⁵ See, for example, *Mangold v. Cal. Pub. Utils. Comm’n*, 67 F.3d 1470, 1478-79 (9th Cir. 1995)
27 (2.0); *City of Oakland v. Oakland Raiders* (1988) 203 Cal.App.3d 78, 82-85 (2.34); *Coal. for*
28 *L.A. County Planning v. Bd. of Supervisors* (1977) 76 Cal.App.3d 241, 251 (slightly above
2.0); *Crommie v. State of Cal. Public Utilities Comm’n* (N.D. Cal. 1994) 840 F.Supp.719, 726
(2.0 multiplier in employment case).

1 i. Novelty and Difficulty of Questions Presented

2 This case dealt with difficult legal and factual questions. Significantly, the risk attendant
3 to the underlying claims in this matter was great considering Defendant's defenses. As discussed
4 in detail in the extensive risk analysis section in Plaintiff's Motion for Preliminary Approval of
5 Settlement, were this case to proceed, Defendant would have a strong incentive to litigate
6 tenaciously. (Szamet Decl. ¶151.) There are genuine issues in dispute. (*Id.*)

7 ii. Skill Displayed in Presenting Questions Presented

8 Class Counsel are skilled wage and hour practitioners with decades of experience who
9 diligently prepared and litigated this matter as discussed. (Szamet Decl. ¶152; *Id.* at ¶¶112-113.)

10 iii. Preclusion of Other Employment By Attorneys

11 To achieve the ultimate result in this case, Co-lead Class Counsel had to incur substantial
12 risk and expense, and were precluded from taking other fee generating employment for over
13 592.75 hours of attorney time. (Szamet Decl. ¶153.)

14 iv. Contingent Nature of the Fee Award

15 This matter had been handled purely on a contingency fee basis and Class Counsel have
16 advanced many thousands of dollars in costs while deferring all payment of fees, with no guarantee
17 that any of the fees incurred or costs advanced would ever be recovered, and diverting significant
18 firm resources to prosecution of this matter. (Szamet Decl. ¶154.)

19 v. Success Achieved

20 Class Counsel believe this is an exceptional result that has been well received by Settlement
21 Class Members. (Szamet Decl. ¶155.)

22 vi. Rate of Acceptance of Benefits Offered to Class Members

23 There have been six (6) opt outs and zero (0) objections to date. (Snow Decl. ¶¶11-12.)

24 Accordingly, Plaintiff's multiplier request is justified and the lodestar/multiplier cross-
25 check confirms the reasonableness of Class Counsel's fee request. The Court should therefore
26 approve the attorneys' fee award for time spent in the successful prosecution of this matter.

27 ///

28 ///

1 **V. THE COURT SHOULD APPROVE THE REQUEST FOR REIMBURSEMENT OF**
2 **COSTS**

3 In addition to their request for fees, Class Counsel further request reimbursement of the
4 reasonable out-of-pocket expenses advanced and/or incurred by them in connection with this
5 litigation. (Szamet Decl. ¶159.) To date, Kingsley and Kingsley has incurred \$14,897.55 in costs.
6 (Szamet Decl. ¶161). Co-Counsel has incurred \$6,412.30 in costs. (Szamet Decl. ¶162). Class
7 Counsel anticipates incurring an additional \$500.00 in costs to file, serve, and copy this motion;
8 to prepare for and attend the hearing; and for future copy charges, however, pursuant to the
9 Settlement Agreement, Class Counsel shall not seek an amount in excess of \$30,000.00 for
10 litigation costs. (Szamet Decl. ¶163; Settlement Agreement ¶53.) As such, Class Counsel is
11 requesting a cost reimbursement of \$21,809.85. (Szamet Decl. ¶164)

12 All of the requested costs are reasonable in amount and were necessarily incurred by Class
13 Counsel in prosecuting this litigation. (Szamet Decl. ¶165; Ex. 5 [Cost Report].)

14 Expenses in this matter to date include costs for filing fees, research, mediation,
15 employment of a database expert to synthesize the tens of thousands of lines of payroll and
16 timekeeping data produced by Defendant to assist with preparation of Plaintiff's damage model,
17 and additional costs for the prosecution of this case evidenced in the costs spreadsheet attached to
18 the Declaration of Kelsey M. Szamet. All of these costs have been incurred in the course of this
19 litigation, and all costs advanced have already been paid by Class Counsel. (Szamet Decl. ¶166.)

20 Accordingly, the requested reimbursement of the reasonable out-of-pocket expenses
21 advanced and/or incurred is appropriate and justified as part of the overall settlement and the Court
22 should approve the request for reimbursement in the amount of \$30,000.00.

23 **VI. THE NAMED PLAINTIFF'S ENHANCEMENT SHOULD BE APPROVED**

24 Finally, Plaintiff's Counsel request a total enhancement of \$50,000.00 (\$10,000 each) to
25 the named Plaintiffs for their work on behalf of the Class. (Szamet Decl. ¶167.) As set forth in
26 detail in Plaintiffs' Motion for Final Approval of Class Settlement and Plaintiffs' declarations,
27 Plaintiffs invested significant time and effort in this case. (*Ibid.*; Stephens Decl. ¶¶14-15.)

28 Plaintiffs were also at risk of for paying Defendant's legal fees and costs in the event that

1 Defendant prevailed at trial. (Szamet Decl. ¶172.)

2 The Class has benefited from Plaintiffs' actions in stepping forward on their behalf to bring
3 this lawsuit. (Szamet Decl. ¶173.) The average settlement payment is \$809.58 for a Settlement
4 Class Member with a high of \$2,503.257. (Snow Decl. ¶14.)

5 Further, the Class Notice disclosed the enhancement award. (See Settlement Agreement
6 Ex. 1 [class notice], p. 3.) (Szamet Decl. ¶174.) As of today, six (6) Settlement Class Members
7 have opted out and zero (0) Settlement Class Member has objected to the proposed enhancement.
8 (Szamet Decl. ¶175.)

9 Under the circumstances, a representative payment of \$10,000.00 (each) is justified and
10 the Court should award this payment to Plaintiffs from the Maximum Settlement Amount as
11 provided in the Settlement Agreement. (Szamet Decl. ¶176.)

12 **VII. PROOF OF SUBMISSION TO THE LABOR AND WORKFORCE**
13 **DEVELOPMENT AGENCY**

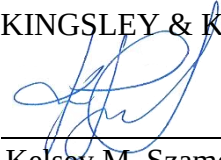
14 As indicated on the Proof of Service, Plaintiff's Motion for Approval of Attorneys' Fees
15 and Costs ("Motion") was uploaded to the Labor and Workforce Development Agency's
16 ("LWDA") website on the date this Motion was filed as required by statute. Proof of submission
17 of Plaintiffs' Motion, all related documents, and copy of the email from the LWDA confirming
18 receipt is attached to the Declaration of Kelsey M. Szamet as Exhibit "6". (Szamet Decl. ¶177.)

19 **VIII. CONCLUSION**

20 Class Counsel respectfully requests that the Court award a fee equal to 1/3 of the gross
21 settlement amount, or \$633,333.33 and reimbursement of costs of \$ 21,809.85. Class Counsel also
22 respectfully requests that the Court award an enhancement for each named Plaintiff of \$10,000.00.
23 For the above reasons, all of these requests are appropriate and justified as part of the overall
24 Settlement, and the Court should approve them as reasonable and fair.

25 DATED: July 10, 2023

KINGSLEY & KINGSLEY, APC

26 By: 
27

Kelsey M. Szamet

28 Attorneys for Plaintiffs and the Proposed Class

(PROOF OF SERVICE)
[CCP 1013(a)(3)]
STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 years and not a party to the within action. My business address is 16133 Ventura Boulevard, Suite 1200, Encino, California 91436.

On July 10, 2023, I served all interested parties in this action the following documents described as: **NOTICE OF MOTION AND MOTION FOR FINAL APPROVAL OF ATTORNEYS' FEES AND COSTS; MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT THEREOF** by placing a true copy thereof enclosed in a sealed envelope addressed as follows:

JEFFER MANGELS BUTLER & MITCHELL LLP R.SCOTT BRINK rsb@jmbm.com PATRICIA DESANTIS BELTON pbelton@jmbm.com 1900 Avenue of the Stars, 7th Floor Los Angeles, California 90067-4308	LEONARD CARDER, LLP AARON KAUFMANN akaufmann@leonardcarder.com DAVID POGREL dpogrel@leonardcarder.com 1999 Harrison Street, Suite 2700 Oakland, CA 94612
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[] (BY MAIL) I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with U.S. postal service on that same day with postage fully prepaid at Encino, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

[XX] BY ELECTRONIC SERVICE: I caused a true and correct copy thereof to be electronically filed using the Labor and Workforce Development Agency Electronic Filing ("EF") System (<https://dir.tfaforms.net/315>) and service was completed by electronic means by transmittal of the documents referenced herein on the EF System.

[XX] BY ELECTRONIC MAIL TRANSMISSION: I caused the document to be send to the persons at the e-mail address(es) listed on the attached service list. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful. A pdf copy of which was sent via email to the below email address(es).

[XX] (STATE) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on July 10, 2023, at Sherman Oaks, California.



Leslie Sanchez