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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ORANGE COUNTY

ABRAHAM MARIN, individually, and on behalf of other members of the general public similarly situated; SHEREE WILLIS, 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;

Plaintiffs,

vs.

WORD & BROWN COMPANIES, an unknown business entity; and DOES 1 through 100, inclusive,

Defendants.

Case No.: 30-2019-01055348-CU-OE-CXC

Honorable Peter J. Wilson
Department CX102

CLASS ACTION

PLAINTIFFS' NOTICE OF MOTION AND MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT, ATTORNEYS' FEES, COSTS, AND INCENTIVE AWARDS; MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT THEREOF

[Declaration of Class Counsel (Edwin Aiwazian); Declarations of Class Representatives (Abraham Marin and Sheree Willis); Declaration of Settlement Administrator (Christina Fowler); and [Proposed] Final Approval Order and Judgment filed concurrently herewith]

Date: September 15, 2022
Time: 2:00 p.m.
Department: CX102

Complaint Filed: March 6, 2019
FAC Filed: January 13, 2021
Trial Date: None Set

RELATED TO ROA#166

1 **PLEASE TAKE NOTICE** that on September 15, 2022 at 2:00 p.m., in Department
2 CX102 of the above-entitled Court, located at 751 W. Santa Ana Blvd., Santa Ana, California
3 92701, Plaintiffs Abraham Marin and Sheree Willis (“Plaintiffs”) will and hereby do move for
4 an order granting final approval of:

5 1. The Joint Stipulation for Class Action and PAGA Settlement none
6 none(“Settlement,” “Agreement,” or “Settlement Agreement”) on the grounds that the
7 Settlement is fair, adequate, and reasonable because:

- 8 • A Net Settlement Amount of approximately **\$1,185,440.34** will be distributed to the
9 Settlement Class Members who did not timely opt out of the Settlement
10 (“Participating Class Member”);
- 11 • **No Objections** were submitted to the settlement administrator, Simpluris, Inc.
12 (“Settlement Administrator”);
- 13 • **Thirteen (13) Requests for Exclusion** were submitted to the Settlement
14 Administrator;

15 2. Payment in the amount of **\$770,000.00** to Lawyers for Justice, PC (“Class
16 Counsel”), representing thirty-five percent (35%) of the Total Settlement Amount, for attorneys’
17 fees, which is reasonable and justified on a percentage-basis and also based on a lodestar cross-
18 check with a multiplier of 1.51;

19 3. Payment in the amount of **\$23,059.66** to Class Counsel for reimbursement of
20 litigation costs and expenses;

21 4. Payment in the amount of **\$11,500.00** to the Settlement Administrator, Simpluris,
22 Inc. (“Simpluris, Inc.”), for Settlement Administration Costs;

23 5. Payments in the amount of **\$5,000.00** each to Plaintiffs Abraham Marin and
24 Sheree Willis, as Incentive Award , for their time and effort in representing the Settlement Class,
25 State of California, and Aggrieved Employees; and

26 6. Allocation of the penalties under the Private Attorneys General Act of 2004,
27 California Labor Code section 2698, *et seq.*, in the amount of **\$200,000.00**, of which seventy-
28 five percent (75%), or \$150,000.00, will be paid to the California Labor and Workforce

1 Development Agency and twenty-five percent (25%), or \$50,000.00, will be distributed to
2 Aggrieved Employees on a *pro rata* basis.

3 This Motion is made pursuant to Rule 3.769 and Rule 3.1113(e) of the California Rules
4 of Court, which require approval by the Court of a class action settlement and permit the Court
5 to extend the page limit for memoranda.

6 This motion is based upon the following Memorandum of Points and Authorities; the
7 Declaration of Class Counsel (Edwin Aiwarzian), Class Representatives (Abraham Marin and
8 Sheree Willis), and Settlement Administrator (Christina Fowler of Simpluris, Inc.) in support
9 thereof; the pleadings and other records on file with the Court in this matter; and such evidence
10 and oral argument as may be presented at the hearing on this Motion.

11 Dated: August 23, 2022

LAWYERS for JUSTICE, PC

12
13 By:



Edwin Aiwarzian

Attorneys for Plaintiffs and the Settlement Class

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MEMORANDUM OF POINTS AND AUTHORITIES

I. SUMMARY OF MOTION

Plaintiffs Abraham Marin and Sheree Willis (“Plaintiffs”) seek final approval of: (1) the Total Settlement Amount of \$2,200,000.00; (2) attorneys’ fees in the amount of \$770,000.00, which is thirty-five percent (35%) of the Total Settlement Amount, and reimbursement of litigation costs and expenses in the amount of \$23,059.66 (together, “Attorneys’ Fees and Costs”) to Lawyers for Justice, PC (“Class Counsel”); (3) Settlement Administration Costs in the amount of \$11,500.00 to Simpluris, Inc. (“Simpluris, Inc.” or “Settlement Administrator”); (4) Incentive Awards in the amount of \$5,000.00 each to Plaintiffs Abraham Marin and Sheree Willis, for a combined amount of \$10,000; and (5) allocation of \$200,000.00 for penalties under the Private Attorneys General Act of 2004, California Labor Code § 2698, *et seq.* (“PAGA Amount”).

Plaintiffs seek relief on behalf of the following Settlement Class:

All persons who worked for Word & Brown Insurance Administrators, Inc. in California as a non-exempt employee at any time during period from March 6, 2015 through March 28, 2022 (“Settlement Class” or “Settlement Class Members”).¹

This matter involved ongoing investigations, formal and informal discovery, review and analysis of thousands of pages of documents and data prior to and during mediation conducted by Hon. Louis Meisinger (Ret.), and extensive settlement negotiations. This matter has required 707.00 hours of attorney time by Class Counsel. As will be demonstrated herein, the request for attorneys’ fees, which represents thirty-five percent (35%) of the Total Settlement Amount, is fully supported by the use of the percentage-fee method. Courts have historically awarded fees of up to fifty percent (50%) of the recovery. The requested attorneys’ fees are also supported under the lodestar cross-check method.²

Plaintiffs move for final approval of the Incentive Awards in the amount of \$5,000.00 to each of them, to compensate Plaintiffs for the time and effort that they expended spearheading

¹ First Amended Joint Stipulation for Class Action and PAGA Settlement (“Settlement Agreement”), § 2.28.

² Applying a modest multiplier of 1.51, the total enhanced lodestar fees are \$773,988.25, and Class Counsel seeks an attorneys’ fees award of \$770,000.00 (equal to 35% of the Total Settlement Amount).

1 this lawsuit on behalf of the Settlement Class, State of California, and Aggrieved Employees.
2 Plaintiffs also move for final approval of the payment to the Settlement Administrator in the
3 amount of \$11,500.00 for Settlement Administration Costs. Plaintiffs also move for final
4 approval of the allocation of \$200,000.00 for the PAGA Amount, of which \$150,000.00 will be
5 paid to the California Labor Workforce and Development Agency (“LWDA”) for its portion of
6 the PAGA Amount (“LWDA Payment”), and \$50,000.00 will be distributed to all Class
7 members who worked for Defendant during the period from March 6, 2015 to March 28, 2022
8 (“Aggrieved Employees”) on a *pro rata* basis (“PAGA Employee Amount”).

9 The requests for Attorneys’ Fees and Costs, Incentive Awards, Settlement
10 Administration Costs, and allocation for the PAGA Amount were fully disclosed in the Notice
11 of Class Action Settlement (“Notice”) that, with the Request for Exclusion Form (“Opt-Out
12 Form”), and Notice of Objection Form (“Objection Form”) (together, “Notice Packet”), was
13 mailed to the Settlement Class Members and Aggrieved Employees. Most importantly, as of
14 the date of this Motion, *not a single Settlement Class Member has objected to any aspect of the*
15 *Settlement, including the requested Attorneys’ Fees and Costs, Incentive Awards, Settlement*
16 *Administration Costs, or allocation for PAGA Amount.*

17 The Settlement is fair, adequate, and reasonable, and is the product of arm’s-length,
18 good-faith negotiations by experienced counsel presided over by a highly-regarded mediator
19 who is experienced in mediating wage-and-hour class action lawsuits. Accordingly, the Court
20 should grant final approval of the Settlement, and award Attorneys’ Fees and Costs, Incentive
21 Awards, Settlement Administration Costs, and PAGA Amount in the amounts as fully disclosed
22 to the Settlement Class and as requested herein.

23 In order to efficiently present the Court with adequate information to determine whether
24 to grant final approval of the Settlement and award Attorneys’ Fees and Costs, Incentive
25 Awards, Settlement Administration Costs, and PAGA Amount, Plaintiffs also move for an order
26 permitting the filing of this single consolidated memorandum, although it exceeds the page limit
27 established by California Rules of Court, Rule 3.1113(d), instead of filing several separate
28 motions.

1 **II. PROCEDURAL HISTORY AND FACTUAL BACKGROUND**

2 Defendant Word & Brown Insurance Administrators, Inc. (“Defendant”) is among the
3 largest General Agents in California and Nevada, focusing on group, individual, and family
4 health insurance coverage. Plaintiffs Abraham Marin and Sheree Willis are former employees
5 of Defendant.

6 On March 6, 2019, Plaintiff Abraham Marin filed a Class Action Complaint for Damages
7 in the Orange County Superior Court (“Court”), thereby commencing the above-captioned
8 lawsuit (“Action”).

9 On May 3, 2019, Defendant filed an Answer to Plaintiff Abraham Marin’s Complaint.

10 On January 13, 2021, Plaintiffs filed a First Amended Class Action Complaint for
11 Damages and Enforcement Under the Private Attorneys General Act, Cal. Labor Code § 2698,
12 *Et Seq.* (“Operative Complaint”), which added Plaintiff Sheree Willis and a cause of action
13 under PAGA, among other changes.

14 Plaintiffs’ core allegation is that Defendant has violated the California Labor Code by
15 engaging in a uniform practice and procedure, with respect to Plaintiffs and the Settlement Class
16 Members, of, *inter alia*, failing to pay all overtime and minimum wages, failing to provide
17 compliant meal and rest periods and associated premium pay, failing to timely pay wages during
18 employment and upon termination of employment, failing to provide compliant wage
19 statements, failing to maintain requisite payroll records, and failing to reimburse necessary
20 business expenses, and thereby engaged in unfair business practices in violation of California
21 Business and Professions Code section 17200, *et seq.* and conduct that gives rise to penalties
22 pursuant to PAGA. Plaintiffs contend that they, and the Settlement Class Members, are entitled
23 to, *inter alia*, unpaid wages, penalties (including and not limited to, penalties pursuant to
24 PAGA), and attorneys’ fees.

25 On January 15, 2021, Defendant filed an Answer to Plaintiffs’ First Amended
26 Complaint.

27 Defendant has denied, and continues to deny, any liability and wrongdoing of any kind
28 associated with any of the allegations in the Action, and further denies that the Action is

appropriate for class treatment or representative adjudication for any purpose other than for settlement purposes only.

On May 28, 2019, Plaintiff Abraham Marin propounded multiple sets of discovery including Requests for Production of Documents, (Set One & Two); Special Interrogatories, (Set One, Two & Three); and Form Interrogatories, (Set One), on Defendant and noticed the depositions of Defendant's Person Most Knowledgeable designees regarding job duties, organizational structure, and affirmative defenses of Defendant.

The Parties have actively litigated the Action since it was commenced on March 6, 2019. On July 22, 2020, the Parties participated in a formal, full-day mediation conducted by Hon. Louis Meisinger (Ret.), 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 Action in its entirety.

On September 8, 2021, Plaintiffs filed a Motion for Preliminary Approval of Class Action Settlement and supporting documents. On October 28, 2021, the Court issued a Minute Order re Plaintiffs' Motion for Preliminary Approval, wherein the Court raised certain points of inquiry. On February 1, 2022, Plaintiffs filed supplemental papers in support of the Motion for Preliminary Approval. On February 24, 2021, the Court issued a Minute Order re Plaintiffs' Motion for Preliminary Approval, wherein the Court raised additional points of inquiry. On March 10, 2022, Plaintiffs filed supplemental papers in support of the Motion for Preliminary Approval. On March 28, 2022, the Court entered an Order Granting Plaintiffs' Motion for Preliminary Approval of Class Action Settlement ("Preliminary Approval Order"), thereby preliminarily approving the terms of the Settlement, the Notice Packet, and the proposed administration procedures and associated deadlines.

Plaintiffs now move for final approval of the Settlement, Attorneys' Fees and Costs, Incentive Awards, Settlement Administration Costs, and allocation for PAGA Amount.

III. SUMMARY OF THE SETTLEMENT TERMS AND PLAN OF DISTRIBUTION

Under the terms of the Settlement Agreement, Defendant has agreed to pay a Total Settlement Amount of \$2,200,000.00 on a non-reversionary basis. Subject to approval by the

Court, the Net Settlement Amount will be calculated by deducting the following amounts from the Total Settlement Amount: (1) Attorneys' Fees and Costs, consisting of attorneys' fees in the amount of \$770,000.00 and reimbursement of litigation costs and expenses in the amount of \$23,059.66, to Class Counsel; (2) Incentive Awards in the amount of \$5,000.00 each to Plaintiffs Abraham Marin and Sheree Willis, for a combined amount of \$10,000; (3) Settlement Administration Costs in the amount of \$11,500.00 to Simpluris, Inc.; (4) PAGA Payment in the amount of \$150,000.00; and (5) the employer's share of taxes on the wages portion of the Individual Settlement Shares, estimated to be \$72,157.73.³ The Net Settlement Amount, which is estimated to be \$1,185,440.34, will be distributed in accordance with the Settlement Agreement, and there is no reversion to Defendant.⁴

The Settlement Administrator will calculate each Participating Class Member's share of the Net Settlement Amount ("Individual Settlement Share"), as follows: Each Participating Class Member's Individual Settlement Share shall be calculated by multiplying the Net Settlement Amount by a fraction, the numerator of which is the Participating Class Member's total number of credited weeks each Participating Class Member was employed by Defendant as a Settlement Class Member during the Settlement Class Period ("Workweeks"), and the denominator of which is the total of all Workweeks credited to all Participating Class Members during the Settlement Class Period.⁵

The Settlement Administrator will calculate each Aggrieved Employee's share of the PAGA Employee Amount ("Individual PAGA Share") as follows: Each Aggrieved Employee's Individual PAGA Share will be determined by dividing the PAGA Employee Amount by the total number of Workweeks worked by all Aggrieved Employees, and then multiplying that result by each Aggrieved Employee's individual number of Workweeks.⁶

³ Settlement Agreement, §§ 2.13, 5.1.2, 5.1.3, 5.1.5, & 5.1.7.

⁴ This amount is higher than the amount stated in Paragraph 13 of the accompanying Declaration of Christina Fowler Regarding Notice and Settlement Administration ("Simpluris, Inc. Declaration" or "Simpluris Decl.") because the Settlement Administrator's calculation assumes that Class Counsel will obtain litigation costs and expenses in the maximum amount of \$50,000.00, which is allocated under the Settlement. However, Class Counsel seeks the amount of only \$23,059.66 for reimbursement of litigation costs and expenses, and the difference of \$26,940.34 will remain part of the Net Settlement Amount.

⁵ Settlement Agreement, § 5.1.1.2.

⁶ *Id.*, § 5.1.6.2.

1 Settlement Class Members had sixty (60) calendar days after the initial mailing of the
2 Notice Packet to Settlement Class Members to dispute the number of Workweeks credited to
3 each of them, opt out of the Settlement, and/or object to the Settlement (“Response Deadline”).⁷
4 The Response Deadline was July 19, 2022.⁸ The Settlement Administrator has received thirteen
5 (13) written requests for exclusion from the Settlement (“Requests for Exclusion”) and no
6 objections to the Settlement (“Objections”) from Settlement Class Members.⁹

7 Individual Settlement Shares will be allocated as one-third (33 1/3%) as wages (“Wages
8 Portion”), one-third (33 1/3%) as penalties, and one-third (33 1/3%) as interest such that two-
9 thirds (66 2/3%) of any monies distributed to Participating Class Members shall be characterized
10 as 1099 income.¹⁰ Individual Settlement Shares will be paid out to Participating Class Members
11 subject to reduction for the employee’s and employer’s share of taxes, withholdings, and
12 contribution (“Employment Taxes”) with respect to the Wages Portion of the Individual
13 Settlement Shares, which will be paid by the Settlement Administrator from the Total Settlement
14 Amount.¹¹ Individual PAGA Shares will be allocated as 100% penalties.¹²

15 Any and all Individual Settlement Share checks issued to Participating Class Members
16 and Aggrieved Employees will remain valid for 180 calendar days from the date of mailing.¹³
17 Thereafter, Individual Settlement Share checks that are not negotiated within the 180-day period
18 will be void, and the funds associated with such voided checks will be distributed to the State
19 Bar of California’s Justice Gap Fund, 180 Howard Street, San Francisco, CA 94105.¹⁴

20 **IV. THE SETTLEMENT ADMINISTRATION PROCESS**

21 The Court-appointed Settlement Administrator, Simpluris, Inc., has taken all necessary
22 steps to effectuate the notice and settlement administration process, as set forth in the Court’s
23 March 28, 2022 Preliminary Approval Order.

24 ///

25 ⁷ Settlement Agreement, §§ 2.25.

26 ⁸ Simpluris Decl., ¶ 10 & Exh. A.

27 ⁹ *Id.*, ¶¶ 10 & 12.

28 ¹⁰ Settlement Agreement, §§ 2.9 & 5.1.8.

¹¹ *Ibid.*

¹² *Id.*, § 5.1.6.

¹³ *Id.*, § 5.1.11.

¹⁴ *Id.*, § 5.1.12.

On May 6, 2022, Simpluris, Inc. received the Court-approved text for the Notice.¹⁵

On May 6, 2022, Simpluris, Inc. received a mailing list from Defendant's counsel that contained the names, last known addresses, Social Security numbers, telephone numbers, and dates of employment as non-exempt employees in California from March 6, 2015 through March 28, 2022 for individuals identified as Settlement Class Members ("Class List").¹⁶ The Class List contained information for 1,021 individuals identified as Settlement Class Members.¹⁷ Simpluris, Inc. processed the names and addresses through the National Change of Address Database ("NCOA") and updated the Class List with any updated addresses located.¹⁸

On May 20, 2022, Simpluris, Inc. mailed the Notice Packet via first class mail to 1,021 individuals identified as Settlement Class Members in the Class List.¹⁹

As of the date of this Motion, Forty-Three (43) Notices were returned as undeliverable.²⁰ Simpluris, Inc. performed a skip-trace search on the Notices that were returned to Simpluris, Inc. without forwarding addresses, and promptly re-mailed Forty-One (41) Notice Packets to updated addresses, obtained from the Post-Office or via the skip-trace.²¹ Ultimately, two (2) Notice Packets remain undeliverable because an updated address was not located through skip-tracing.²²

As of the date of this Motion, the Settlement Administrator has not received any Objections and received thirteen (13) Requests for Exclusion from Settlement Class Members.²³

To date, there are 1,008 Settlement Class Members who did not submit a timely and valid Request for Exclusion, and are therefore, deemed to be Participating Class Members.²⁴ Pursuant to the terms of the Settlement, the Net Settlement Amount of approximately \$1,185,440.34 will be distributed to Participating Class Members in accordance with the terms

¹⁵ Simpluris Decl., ¶ 5.

¹⁶ *Id.*, ¶ 6.

¹⁷ *Ibid.*

¹⁸ *Id.*, ¶ 7.

¹⁹ *Id.*, ¶ 8.

²⁰ *Id.*, ¶ 9.

²¹ *Ibid.*

²² *Ibid.*

²³ *Id.*, ¶¶ 10 & 12.

²⁴ *Id.*, ¶ 13.

of the Settlement.²⁵ The highest Individual Settlement Share is currently estimated to be at least \$3,331.19 and the average Individual Settlement Share is currently estimated to be at least \$1,077.72.²⁶ The highest Individual PAGA Share is currently estimated to be at least \$149.01 and the average Individual PAGA Share is currently estimated to be at least \$48.97.²⁷

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

The trial court has broad discretion to determine whether a class action settlement is fair and reasonable. *Chavez v. Netflix, Inc.* (2008) 162 Cal.App.4th 43, 52. To determine whether the settlement is fair and reasonable, courts consider relevant factors such as:

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 is free to engage in a balancing and weighing of the factors depending on the circumstances of each case." *Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 245. "Due regard should be given to what is otherwise a private consensual agreement between the parties." *Dunk, supra*, 48 Cal.App.4th at 1801.

The proponent of the settlement has the burden to show that it is fair and reasonable. *Wershba, supra*, 91 Cal.App.4th 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." *Dunk, supra*, 48 Cal.App.4th at 1802. 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.

²⁵ Simpluris Decl., ¶ 13; see also, n.4, *supra*.

²⁶ *Id.*, ¶ 13. The actual average and highest Individual Settlement Shares will be larger than the amounts stated in the Simpluris, Inc. Declaration because the Net Settlement Amount is larger due to Class Counsel's request for reimbursement of litigation costs and expenses in an amount that is less than \$50,000.00 (the difference between the amount sought and the amount authorized under the Settlement, i.e., \$26,940.34, will be part of the Net Settlement Amount). See n.4, *supra*.

²⁷ *Id.*, ¶ 13.

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.” *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, supra*, 91 Cal.App.4th at 251. Even if the proposed settlement affords relief that is substantially narrower than it would be if the case were to be successfully litigated, that is no bar to a class settlement because the public interest may indeed be served by a voluntary settlement in which each side gives ground in the interest of avoiding prolonged litigation. *Id.*

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

The parties actively litigated the case since it was commenced on March 6, 2019. Counsel for the parties used the pre-mediation time period to investigate the veracity, strength, and scope of the claims, and also to prepare the matter for class certification, representative adjudication, and trial.²⁸ The parties conducted extensive formal and informal discovery and investigation into the facts of the case, and also informally exchanged information and data in preparation for mediation.²⁹ Class Counsel propounded multiple sets of written discovery requests in various forms and prepared and served numerous deposition notices.³⁰ Class Counsel also interviewed and obtained information from Plaintiffs and Settlement Class Members, including and not limited to the names of potential witnesses, and reviewed and analyzed thousands of pages of documents and data produced by Defendant and obtained through other sources.³¹ The documents and data reviewed and analyzed by Class Counsel included, and were not limited to, employment records of Plaintiffs and Settlement Class Members, Settlement Class Members’ time and pay data, multiple iterations of Defendant’s Employee Handbook, company policy acknowledgements (including, but not limited to,

²⁸ Declaration of Edwin Aiwazian (“Aiwazian Decl.”), ¶ 6.

²⁹ *Ibid.*

³⁰ *Ibid.*

³¹ *Ibid.*

Acknowledgement of Employee Handbook), internal memoranda, job descriptions, new hire orientation checklists, Defendant's operations and employment practices, procedures, and policies (including, but not limited to, Defendant's Meal and Rest Periods policy, Timekeeping Requirements, and Expense Reimbursement policy), among other documents and data.³² Class Counsel researched applicable law, developed damages/valuation models in preparation for mediation, and met and conferred with Defendant's counsel on numerous occasions, e.g., to discuss issues relating to the pleadings, case management, discovery, and production of documents and data prior to mediation.³³

After conducting significant formal and informal discovery and investigation into the facts of the case, the parties participated in a formal, full-day mediation conducted by Hon. Louis Meisinger (Ret.), a well-regarded mediator experienced in mediating complex labor and employment matters.³⁴ Prior to and during mediation and settlement discussions, the parties exchanged information and data, and discussed various aspects of the case, including and not limited to, the risks and delays of further litigation, the risks and expenses to the parties of proceeding with class certification, representative adjudication, and trial, the law relating to off-the-clock theory, meal and rest periods, representative PAGA claims, and wage-and-hour enforcement, the evidence produced and analyzed, and the possibility of appeals, among other things.³⁵ During all settlement discussions, the parties conducted their negotiations at arm's length in an adversarial position.³⁶ Arriving at a settlement that was acceptable to the parties was not easy.³⁷ Defendant and its counsel felt very strongly about Defendant's ability to prevail on the merits and to obtain a denial of class certification, while Plaintiffs and Class Counsel believed that class certification would be obtained and Plaintiffs would prevail at trial.³⁸ After conducting significant formal and informal discovery and investigations, extensive settlement negotiations, and with the aid of the mediator's evaluation, the parties agreed that the matter

³² Aiwazian Decl., ¶ 6.

³³ *Ibid.*

³⁴ *Id.*, ¶ 8.

³⁵ *Ibid.*

³⁶ *Ibid.*

³⁷ *Ibid.*

³⁸ *Ibid.*

was well-suited for settlement given the legal issues relating to Plaintiffs' principal claims, as well as the costs and risks to the parties that would attend further litigation.³⁹

The Settlement takes into account the strengths and weaknesses of each side's position and the uncertainty of how the case might have concluded at certification, trial, and/or appeals. Class Counsel interviewed, and obtained information from Plaintiffs and other Settlement Class Members.⁴⁰ Class Counsel also reviewed and analyzed thousands of pages of documents produced by Defendant and obtained through other sources, and performed significant research into the law concerning certification, off-the-clock theory, meal and rest periods, representative PAGA claims, wage-and-hour enforcement, Plaintiffs' claims, and Defendant's defenses, as well as facts discovered.⁴¹ The Settlement was based on this large volume of facts, evidence, and investigation.⁴² Additionally, Class Counsel has extensive experience in handling complex wage-and-hour matters, including significant experience in employment class action litigation.⁴³

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

The Settlement, which provides for a Total Settlement Amount of \$2,200,000.00, represents a fair, adequate, and reasonable resolution of the case, given the risks inherent in litigating class and representative claims through certification proceedings, trial, and/or appeals.⁴⁴ 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 mediation.⁴⁵ Had the action not settled, Defendant would have vigorously challenged class certification, manageability of representative adjudication, and liability. Defendant contended that individualized questions of fact predominate over any common issues, and these issues would pose challenges to certification and representative adjudication. Defendant would have likely argued again at trial, if any, that Plaintiffs' claims were not

³⁹ Aiwazian Decl., ¶ 8.

⁴⁰ *Id.*, ¶ 6.

⁴¹ *Ibid.*

⁴² *Id.*, ¶¶ 6 & 8.

⁴³ *Id.*, ¶¶ 15-18.

⁴⁴ *Id.*, ¶¶ 8 & 21.

⁴⁵ *Id.*, ¶¶ 5-8.

1 appropriate for class-wide and/or representative adjudication. On the other hand, Defendant
2 also faced the risk of the Court certifying a class and allowing a jury to decide Plaintiffs' claims
3 on a class-wide or representative basis. Additionally, preparation for trial would have been
4 expensive for all parties.

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

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

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

2 The Settlement, which provides for a Total Settlement Amount of \$2,200,000.00,
3 represents a fair, reasonable, and adequate resolution of the case. The Settlement was calculated
4 using information and data uncovered through extensive case investigation, formal and informal
5 discovery, and the exchange of information in the context of mediation. The Settlement takes
6 into account the potential risks and rewards inherent in any case and, in particular, in this matter.
7 Moreover, considering all of the facts in the case, the Total Settlement Amount represents a
8 considerable recovery.

9 Even after deducting attorneys' fees in the amount of \$770,000.00, litigation costs and
10 expenses in the amount of \$23,059.66, Incentive Awards in the combined amount of \$10,000.00,
11 Settlement Administration Costs in the amount of \$11,500.00, and PAGA Amount in the amount
12 of \$200,000.00 from the Total Settlement Amount of \$2,200,000.00, the Net Settlement Amount
13 is currently estimated to be \$1,185,440.34.⁴⁶ Under the Settlement Agreement, the Total
14 Settlement Amount will be paid out without any reversion to Defendant, in accordance with the
15 terms of the Settlement. As discussed in Section III, *supra*, each Participating Class Member
16 will be paid a *pro rata* share of the Net Settlement Amount, based on the number of Workweeks
17 credited to him or her. To date, there are 1,008 Participating Class Members, representing
18 98.7% of the Settlement Class Members.⁴⁷ The highest Individual Settlement Share to a
19 Participating Class Member is currently estimated to be at least \$3,331.19 and the average
20 Individual Settlement Share is currently estimated to be at least \$1,077.72.⁴⁸ These are
21 significant individual recoveries, particularly in light of the risks of litigation.

22 At the final approval stage, "[a]n allocation formula need only have a reasonable, rational
23 basis [to warrant approval], particularly if recommended by experienced and competent class
24 counsel." *In re American Bank Note Holographics, Inc., Securities Litigation* (S.D.N.Y. 2001)
25 127 F.Supp.2d 418, 429-30. The *pro rata* allocation here is a fair and reasonable way to
26 distribute the Net Settlement Amount. In light of the above considerations, Class Counsel

27 _____
28 ⁴⁶ Simpluris Decl., ¶ 13; see n.4, *supra*.

⁴⁷ *Id.*, ¶ 13.

⁴⁸ *Id.*, ¶ 13; see n.26, *supra*.

believes that the Settlement as a whole is fair, reasonable, and adequate, and in the best interest of the Settlement Class Members.⁴⁹ 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.⁵⁰ 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.⁵¹ Both parties' counsel were capable of assessing the strengths and weaknesses of the Settlement 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 Settlement Class – ***not a single Settlement Class Member objected to the Settlement.***⁵² Specifically, no objections have been made as to the Total Settlement Amount or requested Attorneys' Fees and Costs, Incentive Awards, Settlement Administration Costs, or the allocation for PAGA Amount. California courts have consistently found that a small number of objectors indicates the class's support for a settlement and strongly favors final approval. *Wershba, supra*, 91 Cal.App.4th at 250-51 (final approval granted despite 20 objectors); *7-Eleven Owners, supra*, 85 Cal.App.4th at 1152-53 (final approval granted despite 9 objectors).

Here, the lack of any objections speaks volumes about the fairness, reasonableness, and adequacy of this Settlement. Accordingly, the Settlement as a whole is presumed to be fair,

⁴⁹ Aiwasian Decl., ¶ 21.

⁵⁰ *Id.*, ¶¶ 15-18.

⁵¹ *Ibid.*

⁵² Simpluris Decl., ¶¶ 10 & 12.

reasonable, and adequate, and the Court should grant final approval of the Settlement in its entirety. *Dunk, supra*, 48 Cal.App.4th at 1802.

VI. THE ATTORNEYS' FEES AWARD REQUESTED BY CLASS COUNSEL IS FAIR AND REASONABLE AND SHOULD BE APPROVED.

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

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

California law provides that an attorneys' fees award should be equivalent to fees paid in the legal marketplace for the result achieved and risk incurred. *Id.* at 47-50; *Laffitte v. Robert Half Int'l, Inc.* (2016) 1 Cal.5th 480, 503. In *Lealao*, the court held that when an action leads to a recovery that can be "monetized" with a reasonable degree of certainty, the trial court should "ensure that the fee awarded is within the range of fees freely negotiated in the legal marketplace in comparable litigation." *Lealao, supra*, 82 Cal.App.4th at 50. Fee awards that are too small will "chill the private enforcement essential to the vindication of many legal rights and obstruct the representative actions that often relieve the courts of the need to separately adjudicate numerous claims." *Lealao, supra*, 82 Cal.App.4th at 53.

"The ultimate goal . . . is the award of a 'reasonable' fee to compensate counsel for their efforts, irrespective of the method of calculation." *Consumer Privacy Cases* (2009) 175

Cal.App.4th 545, 557-58 (quoting *Apple Computer, Inc. v. Superior Court*, *supra*, 126 Cal.App.4th at 1270). It is not an abuse of discretion to choose one method over another as long as the method chosen is applied consistently using percentage figures and/or rates that accurately reflect the marketplace. In cases where class members present claims against a settlement amount and the settlement agreement provides that the defendant agrees to paying the attorneys a percentage of the same, use of that percentage method is appropriate. *Lealao*, *supra*, 82 Cal.App.4th at 32.

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

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

California and federal courts have long recognized that an appropriate method for determining the award of attorneys' fees is based on a percentage of the total value of benefits made available to class members by the settlement. *Laffitte*, 1 Cal.5th at 503; *Boeing Co. v. Van Gemert* (1980) 444 U.S. 472, 478; *Paul, Johnson, Alston & Hunt v. Graulity* (9th Cir. 1989) 886 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, 34.⁵³ 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.

⁵³ 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.

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

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

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

23 When the case was originally filed, not only was it inescapably contingent, but the
24 prospect of a long, drawn-out battle with a defendant represented by experienced counsel, was
25 almost a certainty. By taking on this "battle" on a contingency basis, Class Counsel risked
26 substantial economic loss if the results were not successful. This substantial risk is the reason
27 that the courts approve the use of the percentage method when a settlement is obtained by the
28

1 efforts of class counsel. See *Vizcaino v. Microsoft* (9th Cir. 2002) 290 F.3d 1043, 1048-49
2 (discussing the risks of engaging in litigation without certainty of compensation).

3 Under the terms of the Settlement Agreement, Defendant will pay a Total Settlement
4 Amount of \$2,200,000.00 on a non-reversionary basis. The requested attorneys' fees are thirty-
5 five percent (35%) of the total value of the monetary settlement. In light of Class Counsel's
6 successful prosecution and resolution of the case, the requested attorneys' fees are appropriate
7 and reasonable.

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

15 The percentage method is consistent with, and is intended to mirror, the practice in the
16 private marketplace where contingent-fee attorneys typically negotiate percentage-fee
17 arrangements with their clients. Named plaintiffs' agreement to pay a contingent fee is powerful
18 evidence of a reasonable fee. One of the best ways to demonstrate the value of counsel's work
19 to the class is to review the consideration agreed to be paid by the named plaintiffs. If the named
20 plaintiffs' have employed counsel on a contingency-fee basis, it would indeed be inequitable for
21 the members of the class, who will enjoy the benefits of the settlement without incurring the
22 risks of bringing the claim, to pay less than the named plaintiffs. In this case, Plaintiffs have
23 agreed to a contingency fee of at least thirty-five percent (35%) of the recovery.⁵⁴

24 Furthermore, a percentage-fee award is not dependent on a determination of the actual
25 amount claimed by those entitled—it is the creation of the settlement that is the crucial fact. In
26 *Winslow v. Harold G. Ferguson Corp.*, the California Supreme Court expressly held that “it is
27 equitable that [the attorney’s] compensation and expenses should come from the entire fund
28

⁵⁴ Aiwazian Decl., ¶ 9.

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

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

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

17 **C. The Attorneys’ Fees Award Requested by Class Counsel Is Reasonable Based**
18 **on the Factors Considered in Determination of Fee Awards.**

19 In *Camden I Condominium Association, Inc. v. Dunkel*, the court identified twelve
20 factors to be considered in determining whether fee awards are reasonable: (1) the time and labor
21 required; (2) the novelty and difficulty of the questions involved; (3) the skill required to perform
22 the legal services properly; (4) the preclusion of other employment by the attorney due to the
23 acceptance of the case; (5) the customary fee; (6) whether the fee is fixed or contingent; (7) time
24 limitation imposed by the client or the circumstances; (8) the amount involved and results
25 obtained; (9) the experience, reputation and ability of the attorney; (10) the undesirability of the
26 case; (11) the nature and length of the professional relationship with the client; and (12) awards
27 in similar cases. *Camden I Condominium Association, Inc. v. Dunkel* (11th Cir. 1991) 946 F.2d
28 768, 772.

Each and every one of these factors favors the attorneys' fees sought here; however, some of the most relevant factors to this Court's fee determination will be addressed herein. The award of attorneys' fees in the amount of \$770,000.00 (which is 35% of the Total Settlement Amount) is commensurate with the time, effort, and expense dedicated to the case, the contingent nature of Class Counsel's fee and the risks taken in commencing the case, the skill and determination required, the results that Class Counsel has achieved, and the value of the settlement that Class Counsel has obtained for the Settlement Class Members.

1. Time & Labor.

Class Counsel used its experience and skills, and dedicated the full extent of resources, to litigate and bring this matter to a successful conclusion on behalf of the Settlement Class, the State of California, and Aggrieved Employees. Moreover, as demonstrated in the supporting declaration, Class Counsel has extensive experience in the handling of class actions and complex litigation matters.⁵⁵

As outlined in the Declaration of Edwin Aiwarzian, Class Counsel has fully and actively participated in litigation of this case.⁵⁶ Prior to commencing the lawsuit, Class Counsel had conducted a significant amount of investigation into the factual and legal issues, Defendant's business, and its operations and employment policies, practices, and procedures.⁵⁷ During the litigation of the action, Class Counsel interviewed Plaintiffs and other Settlement Class Members; propounded formal written discovery requests; reviewed and analyzed thousands of pages of pages of documents and data produced by Defendant and obtained through other sources; and prepared damages/valuation calculations.⁵⁸ Class Counsel also met and conferred with Defendant's counsel over the issues relating to pleadings, case management, discovery, and production of documents and data, among other things; engaged in extensive settlement negotiations with Defendant's counsel; and prepared for and attended court proceedings, mediation, and settlement negotiations.⁵⁹

⁵⁵ Aiwarzian Decl., ¶¶ 15-18.

⁵⁶ *Id.*, Exh. A.

⁵⁷ *Id.*, ¶ 6 & Exh. A.

⁵⁸ *Id.*, ¶ 6.

⁵⁹ *Ibid.*

Class Counsel has dedicated staffing and monetary resources necessary to prosecute this matter diligently and with maximum efficiency and has fully and actively participated in the litigation process. The Task and Time Chart, which is attached as EXHIBIT A to the accompanying Declaration of Edwin Aiwanian, sets forth in detail the hours that Class Counsel has spent performing tasks on behalf of Plaintiffs and the Settlement Class.⁶⁰ The Task and Time Chart is thorough and comprehensive, and was prepared so that the Court can peruse it without having to set forth each and every task in the body of this Motion. The Court is respectfully referred to the chart, which sets forth the history of the work performed by Class Counsel, commencing with the pre-filing analysis and research, and continuing up to settlement and final approval. Class Counsel has spent **707.00** hours performing tasks and to obtain a significant recovery on behalf of Plaintiffs and the Settlement Class.⁶¹ 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 case, the requested attorneys' fees are fair, adequate, and reasonable.

2. The Skill Required to Perform Legal Services Properly.

The skill required to properly litigate the case is evident not only in the results achieved, but in the steps necessary to reach the same. 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. Plaintiffs 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 this case, during the litigation, and prior to mediation. 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 Edwin Aiwanian, Class Counsel used its extensive experience in the handling of

⁶⁰ Aiwanian Decl., Exh. A.

⁶¹ *Id.*, ¶ 11.

class actions and complex wage-and-hour litigation matters in order to obtain the Settlement with maximum efficiency.⁶²

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

The Settlement represents an excellent resolution of the action, given the risks inherent in litigating the case through certification proceedings, trial, and/or appeals. Had the case 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 the case for trial would have been expensive for the parties.

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 Participating Class Members 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 extensive settlement negotiations, Defendant agreed to pay a Total Settlement Amount of \$2,200,000.00 to settle the matter. After deducting the attorneys' fees (\$770,000.00), litigation costs and expenses (\$23,059.66), Incentive Awards (combined, \$5,000.00), Settlement Administration Costs (\$11,500.00), and PAGA Amount (\$200,000.00) from the Total Settlement Amount, it is currently estimated that the Net Settlement Amount is approximately \$1,185,440.34.⁶³ The Net Settlement Amount will be fully distributed in accordance with the terms of the Settlement. The highest Individual Settlement Share to a Participating Class Member is currently estimated to be at least \$3,331.19 and the

⁶² Aiwazian Decl., ¶¶ 15-18.

⁶³ Simpluris Decl., ¶ 13; see n.4, *supra*.

average Individual Settlement Share is currently estimated to be at least \$1,077.72.⁶⁴ The Settlement offers significant monetary relief to the Participating Class Members .

4. Whether the Fee Is Fixed or Contingent.

Plaintiffs entered into contingency fee agreements with Class Counsel, and the representation of the Settlement 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 707.00 hours of time to obtain relief on behalf of Plaintiffs and the Settlement Class.⁶⁵ Class Counsel has also incurred litigation costs and expenses in the amount of \$23,059.66.⁶⁶

Class Counsel has borne all of the risks and costs of litigation and will not receive any compensation until recovery is obtained.⁶⁷ Class Counsel is well-experienced in wage-and-hour class action and complex litigation and used that experience to obtain a great result.⁶⁸ The skill and determination that Class Counsel has shown, along with the results obtained, justify the requested Attorneys' Fees and Costs. Considering the amounts requested, the work performed, and the risks incurred, the requested fees and costs are reasonable and should be awarded.

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

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

Cates v. Chiang (2013) 213 Cal.App.4th 791, 823 (internal quotes and citations omitted). Class Counsel litigated the case on a contingent basis with all of the concomitant risk factors inherent in such an uncertain undertaking. Had Class Counsel not been successful, the time that Class

⁶⁴ Simpluris Decl., ¶ 13; see n.26, *supra*.

⁶⁵ Aiwasian Decl., ¶ 11, Exh. A.

⁶⁶ See Part VII, *infra*.

⁶⁷ Aiwasian Decl., ¶ 19.

⁶⁸ See *id.*, ¶¶ 15-18.

Counsel has devoted to litigating the case would have been for naught, and would not have produced any fee or any reimbursement of costs or expenses.

5. The Amount Involved and the Results Achieved.

The results achieved, in light of the difficulties inherent in similar cases and the specific difficulties faced in this matter, are considerable. The Settlement has yielded a positive response from the Settlement Class Members—no Settlement Class Members objected to the Settlement.⁶⁹

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

Here, the results achieved and obtained on behalf of Plaintiffs and the Settlement Class are reasonable in light of the risks inherent in further litigating this matter. Class Counsel’s efforts have resulted in a settlement that provides for a Total Settlement Amount of \$2,200,000.00.⁷⁰ The Total Settlement Amount will be paid out, in accordance with the terms of the Settlement Agreement. The highest Individual Settlement Share to a Participating Class Member is currently estimated to be at least \$3,331.19 and the average Individual Settlement Share is currently estimated to be at least \$1,077.72.⁷¹ The highest Individual PAGA Share is currently estimated to be at least \$149.01 and the average Individual PAGA Share is currently estimated to be at least \$48.97.⁷²

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 case to a successful conclusion. Class Counsel has years of complex and class action litigation experience, has recovered millions of

⁶⁹ Simpluris Decl., ¶¶ 10 & 12.

⁷⁰ Aiwasian Decl., ¶¶ 5-8.

⁷¹ Simpluris Decl., ¶ 13; see n.26, *supra*.

⁷² *Id.*, ¶ 13.

dollars on behalf of thousands of individuals in California, and has successfully handled numerous significant wage-and-hour class action and complex cases.⁷³

D. The Lodestar Methodology Also Justifies Approval of the Requested Fees, Because Class Counsel Has Performed Work That Is of Significant Value Based On Reasonable Hours and Prevailing Hourly Rates of Compensation.

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, the case was highly contested and required a significant amount of 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 matter involved gathering and analyzing data not only from Defendant but also from the Settlement

⁷³ Aiwazian Decl., ¶¶ 15-18.

Class Members. 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 its extensive experience in employment class actions and complex wage-and-hour litigation. Long and difficult battles would have followed as the case moved toward certification and trial, including taking and defending depositions of Defendant's Person Most Knowledgeable designees, percipient witnesses, and experts, propounding additional discovery requests and conducting additional document production, and engaging in extensive motion practice. As Class Counsel geared up for these battles, Class Counsel undertook intense preparation in an attempt to resolve the entire matter through mediation.

Class Counsel had to bring together a large volume of data and documents that were produced by Defendant and obtained from Plaintiffs and Settlement Class Members and through other sources. Class Counsel conducted extensive review and analysis of these documents and data to strategize the action and to prepare for and attend mediation and engage in settlement discussions.

As discussed above in Part VI.C.1, *infra*, attached to the Declaration of Edwin Aiwasian is a task and time chart that sets forth in detail the numerous tasks that Class Counsel performed on behalf of Plaintiffs and the Settlement Class, and the time required for completing those tasks.⁷⁴ The chart demonstrates that Class Counsel has spent a total of 707.00 hours litigating the case and finalizing the Settlement.⁷⁵ In light of the facts and circumstances of the case, as well as the results that Class Counsel has achieved on behalf of Plaintiffs and the Settlement Class Members, Class Counsel has spent a reasonable number of hours 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.

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⁷⁴ See Aiwasian Decl., Exh. A.

⁷⁵ Aiwasian Decl., ¶ 11.

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

Class Counsel has been actively involved in this case, prior to its commencement and all the way up to the present, and Class Counsel's dedication to providing representation in this matter has precluded other employment. Here, Class Counsel bore the risk that, despite all of its efforts and skills employed, there may be no recovery. Ultimately, Class Counsel was successful in reaching a settlement of \$2,200,000.00.

As set forth in the Declaration of Edwin Aiwazian, the professional backgrounds and experience of Class Counsel support a reasonable hourly rate of compensation of at least \$725 per hour for services provided by Class Counsel.⁷⁶ Lawyers for Justice, PC has been awarded attorneys' fees, compensating the firm at the rate of at least \$725 for legal service performed, by courts of this state.⁷⁷ While the circumstances of every case is unique, the fact remains that

⁷⁶ Aiwazian Decl., ¶ 12.

⁷⁷ For example, final approval of the class and representative action settlement in *David Dugan v. TEC Equipment, Inc., et al.* (Los Angeles Superior Court Case No. 19STCV01591) was granted on July 8, 2021, and the award of attorneys' fees involved an hourly rate of \$936.47; final approval of the class and representative action settlement in *Larry Greenwood, et al. v. Scan Health Plan* (Los Angeles Superior Court Case No. BC715157) was granted on April 20, 2021, and the award of attorneys' fees involved an hourly rate of \$919.57; final approval of the class action settlement in *Thereasa Carrozzella v. Basalite Concrete Products, LLC* (Sacramento County Superior Court Case No. 34-2017-00220214-CU-OE-GDS) was granted on February 21, 2020, and the award of attorneys' fees involved an hourly rate of \$766.05; final approval of the class and representative action settlement in *Alice Rutledge, et al. v. Healthport Technologies, LLC* (Alameda County Superior Court Case No. RG16835813) was granted on June 11, 2019, and the award of attorneys' fees involved an hourly rate of \$764.82; final approval of the class and representative action settlement in *Seth Swan v. Pace Supply Corp.* (Sonoma County Superior Court Case No. SCV258764) was granted on February 6, 2019, and the award of attorneys' fees involved an hourly rate of \$855.96; final approval of the class and representative action settlement in *Stanley Bland, et al. v. Telecare Corporation* (Alameda County Superior Court Case No. RG16811450) was granted on November 21, 2018, and the award of attorneys' fees involved an hourly rate of \$831.38; final approval of the class and representative action settlement in *Maryjo Ungerbuhler Anderson v. Boyett Petroleum* (Stanislaus County Superior Court Case No. 2020582) was granted on May 15, 2018, and the award of attorney's fees involved an hourly rate of \$780.77; and

the work performed and efforts undertaken by Class Counsel on behalf of the Settlement Class Members justify the requested attorneys' fees.

3. The Risks Involved, Skill Required, Complexity of the Matter, and Results Obtained Warrant Upward Enhancement of the Lodestar.

Even when courts have opted to award fees in settlement fund cases based on time reasonably expended on the action, courts have generally awarded these fees based on the actual time expended (the lodestar) in conjunction with a multiplier of between 2 and 4. *Kerr v. Screen Extras Guild, Inc.* (9th Cir. 1975) 526 F.2d 67. Such a multiplier is warranted in this case.

Courts frequently apply multipliers to enhance the lodestar to reflect the risks involved, the complexity of the litigation, and the other relevant facts. *Vizcaino*, 290 F.3d at 1051; *Graham v. DaimlerChrysler Corp.* (2004) 34 Cal.4th 553, 579 ("One of the most common fee enhancers [...] is for contingency risk."). Such an enhancement "mirrors the established practice in the private legal market of rewarding attorneys for taking the risk of nonpayment by paying them a premium over their normal hourly rates for winning contingency cases." *Vizcaino*, 290 F.3d at 1051; *accord Ketchum*, 24 Cal.4th at 1132-33. A risk multiplier also serves to bring the financial incentives for enforcing important rights "into line with incentives [attorneys] have to undertake claims for which they are paid on a fee-for-services basis." *Ketchum*, 24 Cal. 4th at 1132.

In determining whether or not to enhance the lodestar, California courts take into account multiple factors, many of which were specifically addressed above in §§ VI.B-C, *infra*. See, *Cates* at 822-823. Multiple factors warrant enhancement in this case, including the following:

- The time and labor required
- The skill requisite to perform the legal services properly
- The preclusion of other employment by the attorney due to the acceptance of the case
- The contingent nature of the fee
- The amount involved and results obtained

final approval of the class and representative action settlement in *Demetrius Camarillo v. Blue Diamond Growers* (Sacramento County Superior Court Case No. 34-2015-00175871) was granted on June 30, 2017, and the award of attorneys' fees involved an hourly rate of \$845.64. *Aiwazian Decl.*, ¶ 12.

- The experience, reputation, and ability of the attorney
- Awards in similar cases

Ketchum at 1134.

Adjustment of the base lodestar figure to compute an award of attorneys' fees for a claim under the California Labor Code is appropriate. See *Id.*, at 1135-1136; *Serrano v. Priest* (1977) 20 Cal.3d 25, 48-49. "The lodestar is calculated by multiplying the reasonable hours expended by a reasonable hourly rate. The court may then enhance the lodestar with a multiplier, if appropriate." *Wershba, supra*, 91 Cal.App.4th at 254. In the first stage of the lodestar adjustment method, the trial court determines the reasonable hourly rate of compensation for counsel, which it then multiplies by the number of hours the court finds were reasonably spent preparing the case, to obtain the lodestar figure. *Ketchum, supra*, 24 Cal.4th at 1131-1132. The lodestar figure is the "basic fee for comparable legal services in the community" based upon the "hourly amount to which attorneys of like skill in the area would typically be entitled." *Id.*, at 1132-1133 (quotation marks and citation omitted).

As discussed above, this was a highly-contested matter which required an extensive amount of time and labor. Defendant raised defenses and denied liability, and the case involved gathering and analyzing documents and data not only from Defendant but also from the Settlement Class Members. The handling of this matter involved a great amount of effort, and required the exercise of high-level of skill, which Class Counsel has as a result of extensive experience in employment class actions and wage-and-hour litigation. Class Counsel has been actively involved in the prosecution of this matter, prior to its commencement and Class Counsel's work has continued all the way up to the present. Class Counsel's dedication to the representation of the Settlement Class Members has precluded other employment.

Most importantly, all services were performed by Class Counsel on a contingent basis. Both California and federal courts recognize that attorneys should be compensated for taking on such contingent risks and provided with financial incentives to enforce important rights and protections like those at issue in the matter at hand. See, e.g., *Vizcaino*, 290 F.3d at 1051; *Ketchum*, 24 Cal. 4th at 1132-33. Here, Class Counsel bore the risk that, despite all of its efforts

1 and the skill employed, there may be no recovery. Therefore, at a minimum, Class Counsel is
2 entitled to a risk multiplier. The results obtained by way of Class Counsel's efforts are
3 significant here. Class Counsel was successful in achieving substantial results in the form of a
4 settlement of \$2,200,000.00. Also, Class Counsel's efforts throughout the case demonstrate
5 dedication to the interests of the Settlement Class Members.

6 Class Counsel's application for attorneys' fees in light of the facts and circumstances
7 surrounding the matter is well within the range of reasonableness. While handling this matter,
8 Class Counsel devoted the hours in legal time summarized above and detailed in the Task and
9 Time Chart, which is attached as EXHIBIT A to the Declaration of Edwin Aiwazian.⁷⁸ As the
10 chart indicates, Class Counsel has worked 707.00 hours in the pursuit of this matter. The
11 attorney task and time chart presents the entire picture. Applying a reasonable rate of \$725 per
12 hour to 707.00 hours of work performed by Lawyers for Justice, PC would place a base lodestar
13 value of \$512,575.00 on Class Counsel's services, and applying a modest multiplier of 1.51, the
14 total enhanced lodestar fees are \$773,988.25.⁷⁹ Class Counsel seeks an attorneys' fee award of
15 \$770,000.00 (equal to 35% of the Total Settlement Amount based on the Settlement
16 Agreement). Far greater multipliers have been awarded in similar cases, and the total amount of
17 fees sought by Class Counsel is also reasonable compared to fees awarded in similar cases.
18 Courts routinely enhance lodestar amounts based on multipliers that "range from 2 to 4 or even
19 higher." *Wershba, supra*, 91 Cal.App.4th at 255 (emphasis added); *see also, e.g., Chavez v.*
20 *Netflix, Inc.* (2008) 162 Cal.App.4th 43, 66 (approving multiplier of 2.5); *Vizcaino*, 290 F.3d at
21 1051 (approving multiplier of 3.65); *Wal-Mart Stores, Inc. v. Visa U.S.A., Inc.* (2d Cir. 2005)
22 396 F.3d 96, 123 (approving multiplier of 3.5); *Craft v. County of San Bernardino* (C.D. Cal.
23 2006) 624 F.Supp.2d 1113, 1125 (awarding multiplier of 5.2 and referring to other cases with
24 cross-check multipliers ranging from 4.5 to 19.6).

25 Therefore, application of a modest multiplier of 1.51 is warranted, and the lodestar as a
26 cross-check to the percentage figure sought herein, strongly supports the reasonableness of the
27

28 ⁷⁸ Aiwazian Decl., Exh. B.

⁷⁹ Aiwazian Decl., ¶ 11; *see n.2, supra*.

requested attorneys' fees award. Plaintiffs respectfully request that the Court grant final approval of, and award, attorneys' fees in the amount of \$770,000.00 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 \$50,000.00. As set forth in the Declaration of Edwin Aiwasian, Class Counsel has incurred a total of \$23,059.66 in litigation costs and expenses.⁸⁰ 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.⁸¹ The cost savings of \$26,940.34 will be part of the Net Settlement Amount, which will be distributed to the Participating Class Members in accordance with the Settlement.⁸² Accordingly, Plaintiffs request that the Court award litigation costs and expenses in the amount of \$23,059.66 to Class Counsel.

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

As set forth in the accompanying Simpluris, Inc. Declaration, the total costs incurred and to be incurred by Simpluris, Inc. for the notice and settlement administration process are \$11,500.00.⁸³ The costs incurred and to be incurred include, but are not limited to, expenses for formatting, printing, translating, and mailing the Notice Packet to the Settlement Class Members in both English and Spanish; performing skip-trace searches on Notices returned as undeliverable; re-mailing the Notice Packets to any updated addresses located by skip-trace search; receiving, reviewing, and processing Requests for Exclusion, Objections, and Workweeks disputes (if any); handling inquiries from Settlement Class Members regarding the Settlement; calculating Individual Settlement Shares and preparing the associated tax forms; and transmitting payments, among other things.⁸⁴

⁸⁰ Aiwasian Decl., ¶ 19.

⁸¹ *Ibid.*

⁸² *Ibid.*

⁸³ Simpluris Decl., ¶ 15.

⁸⁴ *Id.*, ¶ 3.

Accordingly, the Court should grant final approval of payment to Simpluris, Inc., a necessary third-party for handling of the notice and settlement process, in the amount of \$11,500.00.

IX. THE REQUESTED INCENTIVE AWARDS ARE FAIR AND REASONABLE, AND SHOULD BE APPROVED.

The Settlement provides for Incentive Awards in the amount of \$5,000.00 each to Plaintiffs Abraham Marin and Sheree Willis to compensate Plaintiffs for the time and effort that they expended on behalf of the Settlement Class, the State of California, and Aggrieved Employees. The requested Incentive Awards are both common and reasonable and should be awarded.

In determining whether to make service payments, courts consider the following factors: (1) the risk to the class representative in commencing suit, both financial and otherwise; (2) the notoriety and personal difficulties encountered by the class representatives; (3) the amount of time and efforts spent by the class representatives; (4) the duration of the litigation; and (5) the personal benefit (or lack thereof) enjoyed by the class representatives as a result of the litigation. *Vranken v. Atlantic Richfield Co.* (N.D. Cal. 1995) 901 F.Supp. 294, 299 (approving \$50,000 participation award to a single class representative).

The requested Incentive Awards are fair and appropriate because Plaintiffs spent a substantial amount of time and effort producing relevant documents and past employment records, as well as providing the facts and evidence necessary to attempt to prove the allegations.⁸⁵ Plaintiffs were available whenever Class Counsel needed them and actively tried to obtain, and gave, information that would benefit the Settlement Class.⁸⁶ Plaintiffs spent numerous hours speaking with Class Counsel about their claims, describing their work experiences with Defendant, and gathering and reviewing documents.⁸⁷ These services merit the requested Incentive Awards to Plaintiffs, who have not received any compensation for their

⁸⁵ Aiwazian Decl., ¶ 20; Declaration of Abraham Marin in Support of Plaintiffs' Motion for Preliminary Approval of Class Action Settlement ("Marin Decl."), ¶¶ 3-4; Declaration of Sheree Willis in Support of Plaintiffs' Motion for Preliminary Approval of Class Action Settlement ("Willis Decl."), ¶¶ 3-4.

⁸⁶ Aiwazian Decl., ¶ 20; Marin Decl., ¶¶ 3-4; Willis Decl., ¶¶ 3-4.

⁸⁷ Aiwazian Decl., ¶ 20; Marin Decl., ¶¶ 3-6; Willis Decl., ¶¶ 3-6.

efforts on behalf of the Settlement Class Members to date.⁸⁸

The requested Incentive Awards were fully disclosed in the Notice that was mailed to the Settlement Class Members. No objections were made with regards to the requested Incentive Awards. Accordingly, it is appropriate and just for Plaintiffs Abraham Marin and Sheree Willis to each receive \$5,000.00 as reasonable Incentive Awards, in addition to their Individual Settlement Shares, for their services on behalf of the Settlement Class, Aggrieved Employees, and the State of California.

X. CONCLUSION

For the foregoing reasons, Plaintiffs respectfully request that the Court grant final approval of the Settlement, and award Attorneys' Fees and Costs, Incentive Awards, Settlement Administration Costs, and allocation for the PAGA Amount, in their entirety, as sought herein; and permit the filing of a memorandum that exceeds the page limit.

Dated: August 23, 2022

LAWYERS for JUSTICE, PC

By:



Edwin Aiwanian
Attorneys for Plaintiffs and the Settlement Class

⁸⁸ Marin Decl., ¶¶ 6-8; Willis Decl., ¶¶ 6-8.