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

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

Plaintiff,

vs.

ACC SENIOR SERVICES, an unknown
business entity; ASIAN COMMUNITY
CENTER OF SACRAMENTO VALLEY,
INC., an unknown business entity; and
DOES 1 through 100, inclusive,

Defendants.

Case No. 34-2020-00285518

Honorable Jill H. Talley
Department 23

CLASS ACTION

**PLAINTIFF'S NOTICE OF MOTION
AND MOTION FOR FINAL
APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT, ATTORNEYS'
FEES AND COSTS, AND
ENHANCEMENT PAYMENT**

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

Complaint Filed: September 22, 2020
FAC Filed: November 20, 2020
Trial Date: None Set

1 **PLEASE TAKE NOTICE** that on May 9, 2025, at 9:00 a.m., in Department 23 of the
2 above-entitled Court, located at 720 9th Street, Sacramento, California 95814, Plaintiff Sandeep
3 Purewal (“Plaintiff” or “Class Representative”) will and hereby does move for an order granting
4 final approval of:

5 1. The Joint Stipulation of Class Action and PAGA Settlement (“Agreement,”
6 “Settlement” or “Settlement Agreement”) on the grounds that the Settlement Agreement is fair,
7 adequate, and reasonable because a **Net Settlement Amount** of approximately **\$1,054,266.83** will
8 be fully distributed to all members of the Class Members who did not submit a timely and valid
9 Request for Exclusion (“Settlement Class Members”), and **no Notices of Objection or Requests**
10 **for Exclusion** were submitted to the settlement administrator, Phoenix Settlement Administrators
11 (“Settlement Administrator”);

12 2. Payment in the amount of **\$805,000.00** to Lawyers *for* Justice, PC (“Class
13 Counsel”), representing 35% of the Total Settlement Amount, for the Attorneys’ Fees and Costs,
14 which is reasonable and justified on a percentage-basis, and also on a lodestar cross-check;

15 3. Payment in the amount of **\$9,733.17** to Class Counsel for reimbursement of
16 litigation costs incurred;

17 4. Payment in the amount of **\$21,000.00** to the Settlement Administrator for
18 Settlement Administration Costs;

19 5. Payment in the amount of **\$10,000.00** to Plaintiff as an Enhancement Payment, for
20 her time and effort in representing the Class; and

21 6. Allocation of the penalties under the Private Attorneys General Act of 2004,
22 California Labor Code section 2698, *et seq.*, in the amount of **\$400,000.00** (“PAGA Amount”), of
23 which seventy-five percent (75%), or **\$300,000.00**, will be paid to the California Labor and
24 Workforce Development Agency (“LWDA”) (“LWDA Payment”) and twenty-five percent (25%),
25 or **\$100,000.00**, will be distributed to PAGA Employees on a *pro rata* basis, based Pay Workweeks
26 during the PAGA Period (“PAGA Employee Amount”).
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1 This Motion is made pursuant to Rule 3.769 and Rule 3.1113(e) of the California Rules of
2 Court, which require approval by the Court of a class action settlement and permit the Court to
3 extend the page limit for memoranda.

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

11 This motion is based upon the following Memorandum of Points and Authorities; the
12 Declarations of Class Counsel (Elizabeth Parker-Fawley), Class Representative (Sandeep
13 Purewal) and Settlement Administrator (Lluvia Islas of Phoenix Settlement Administrators.) in
14 support thereof; the pleadings and other records on file with the Court in this matter; and such
15 evidence and oral argument as may be presented at the hearing on this Motion.

16
17 Dated: April 17, 2025

LAWYERS for JUSTICE, PC

18
19 By: 
20 Ryan Slinger
21 Attorneys for Plaintiff and the Class
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MEMORANDUM OF POINTS AND AUTHORITIES

I. SUMMARY OF MOTION

Plaintiff Sandeep Purewal (“Plaintiff” or “Class Representative”) seeks final approval of: (1) the Total Settlement Amount of \$2,300,000.00¹; (2) attorneys’ fees in the amount of \$805,000.00, which is 35% of the Total Settlement Amount², and reimbursement of litigation costs in the amount of \$9,733.17 (together, referred to as the “Attorneys’ Fees and Costs”) to Lawyers for Justice, PC (“Class Counsel”); (3) Settlement Administration Costs in the amount of \$21,000.00 to Phoenix Settlement Administrators (“Phoenix” or “Settlement Administrator”)³; (4) Enhancement Payment in the amount of \$10,000.00 to Plaintiff;⁴ and (5) allocation of \$400,000.00 for penalties under the Private Attorneys General Act of 2004, California Labor Code § 2698, *et seq.* (“PAGA Amount”)⁵.

Plaintiff seeks relief on behalf of the following Class: all current and former hourly-paid or non-exempt employees who were employed by Defendants within the State of California at any time from November 22, 2016 through August 20, 2024 (“Class Members”).⁶

Plaintiff moves for final approval of the Attorneys’ Fees and Costs. This matter involved ongoing investigations, formal and informal discovery, review and analysis of a large volume of documents and data prior to and during the formal mediation, and settlement negotiations thereafter. This matter has required 318.80 hours of attorney time by Class Counsel. As will be demonstrated herein, the request for attorneys’ fees, which represents 35% of the Total Settlement Amount, is fully supported by the use of the percentage-fee method. The requested attorneys’ fees are also supported under the lodestar cross-check method.⁷

Plaintiff moves for final approval of the Enhancement Payment in the amount of \$10,000.00, to compensate Plaintiff for the time and effort that she expended spearheading the lawsuit on behalf of the Class and the State of California. Plaintiff also moves for final approval

¹ Class and Representative Action Settlement Agreement and Release (“Settlement Agreement”), ¶ 6(nn).

² *Id.*, ¶ 10.

³ *Id.*, ¶ 12.

⁴ *Id.*, ¶ 11.

⁵ *Id.*, ¶ 13.

⁶ *Id.*, ¶¶ 6(d) & 6(f).

⁷ Applying the individual attorneys’ rates to their hours for services provided by Lawyers for Justice, PC and a modest multiplier of 3.03, the total enhanced lodestar fees are \$806,543.58, and Class Counsel seeks an attorneys’ fee award of \$805,000.00.

of the payment to the Settlement Administrator in the amount of \$21,000.00 for Settlement Administration Costs. Plaintiff also moves for final approval of the allocation of \$400,000.00 for the PAGA Amount, of which seventy-five percent (75%), i.e., \$300,000.00, will be paid to the California Labor Workforce and Development Agency (“LWDA”) for its portion of the PAGA Amount (“LWDA Payment”), and twenty-five percent (25%), i.e., \$100,000.00, will be distributed to the PAGA Employees on a *pro rata* basis, based PAGA Workweeks during the PAGA Period (“PAGA Employee Amount”).

The requests for Attorneys’ Fees and Costs, Enhancement Payment, Settlement Administration Costs, and PAGA Amount were fully disclosed in the Notice of Class Action Settlement (“Class Notice”) that was mailed to the Class Members. As of the date of this Motion, *not a single Class Member has objected to any aspect of the Class Settlement, including the requested Attorneys’ Fees and Costs, Enhancement Payment, Settlement Administration Costs or PAGA Amount.*

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

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

II. PROCEDURAL HISTORY AND FACTUAL BACKGROUND

Defendants ACC Senior Services and Asian Community Center of Sacramento Valley, Inc. (together, “Defendants”) operate three facilities for housing and caring for elder members of the Asian American community.

On September 22, 2020, Plaintiff filed a Class Action Complaint for Damages in the Sacramento County Superior Court (“Court”), thereby commencing the above-captioned lawsuit (“Action”).

On September 15, 2020, Plaintiff submitted notice to the California Labor & Workforce Development Agency (“LWDA”) and Defendants of her intent to pursue civil penalties under the Private Attorneys General Act, Cal. Labor Code § 2698, *Et Seq.*

On November 20, 2020, Plaintiff filed a First Amended Complaint for Damages & Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, *Et Seq.* against Defendants (“Operative Complaint”).

On January 8, 2021, Defendants filed an Answer to Plaintiff’s First Amended Class Action Complaint.

On September 29, 2021, the Parties participated in a formal, full-day mediation conducted by Hon. Raul A. Ramirez (Ret.), a well-regarded mediator experienced in mediating complex labor and employment matters. With the aid of the mediator’s evaluations, the Parties agreed on monetary terms and some key elements of the Settlement described herein, however, the case did not resolve entirely at mediation, and did not resolve until January 2024, after substantial continued efforts.

Plaintiff’s core allegation is that Defendants have violated the California Labor Code by engaging in a uniform practice and procedure, with respect to Plaintiff and the Class Members, of, *inter alia*, failing to pay all overtime and minimum wages, failing to provide compliant meal and rest periods and associated premium pay, failing to timely pay wages during employment and upon termination of employment, failing to provide compliant wage statements, failing to maintain requisite payroll records, and failing to reimburse necessary business expenses, and thereby engaged in unfair business practices in violation of California Business and Professions Code section 17200, *et seq.* and conduct that gives rise to penalties pursuant to PAGA. Plaintiff contends

that she, and the Class Members, are entitled to, *inter alia*, unpaid wages, penalties (including and not limited to, penalties pursuant to PAGA), and attorneys' fees.

On May 21, 2024, Plaintiff filed a Motion for Preliminary Approval of Class Action and PAGA Settlement and supporting documents ("Motion for Preliminary Approval").

On July 18, 2024, the court issued a Tentative Ruling, raising multiple points of inquiry and continuing the preliminary approval hearing to August 16, 2024.

On August 1, 2024, Plaintiff filed supplemental documents to address the Court's multiple points inquiry.

On August 20, 2024, the Court filed an Order Granting Preliminary Approval of Class Action and PAGA Settlement ("Preliminary Approval Order"), thereby preliminarily approving the terms of the Settlement Agreement, the Class Notice, and the proposed administration procedures and associated deadlines.

On January 23, 2024, the Parties filed a Joint Stipulation and Proposed Order Regarding Settlement and Final Approval Hearing.

On February 6, 2025, the Court filed an Order authorizing supplemental Class Notice mailing and Continuing the Hearing on Plaintiff's Motion for Final Approval to May 9, 2025.

Plaintiff now moves for final approval of Attorneys' Fees and Costs, Enhancement Payment, Settlement Administration Costs, and PAGA Amount.

III. SUMMARY OF THE SETTLEMENT TERMS AND PLAN OF DISTRIBUTION

Under the terms of the Settlement Agreement, within ninety (90) calendar days after Final Approval, Defendants will make a deposit of Five Hundred Thousand Dollars and Zero Cents (\$500,000.00), into the qualified settlement account established by the Settlement Administrator ("First Installment").⁸ One (1) year after the funding of the First Installment, Defendants will make a deposit of Four Hundred Fifty Thousand Dollars and Zero Cents (i.e., \$450,000.00), into the qualified settlement account established by the Settlement Administrator ("Second Installment").⁹ One (1) year after the funding of the Second Installment, Defendants will make a deposit of Four

⁸ Settlement Agreement, ¶ 9.b.i.

⁹ *Id.*, ¶ 9.b.ii.

Hundred Fifty Thousand Dollars and Zero Cents (i.e., \$450,000.00), plus an amount sufficient to pay Employer Taxes, into the qualified settlement account established by the Settlement Administrator (“Third Installment”).¹⁰ One (1) year after the funding of the Third Installment, Defendants will make a deposit of Four Hundred Fifty Thousand Dollars and Zero Cents (i.e., \$450,000.00), into the qualified settlement account established by the Settlement Administrator (“Fourth Installment”).¹¹ One (1) year after the funding of the Fourth Installment, Defendants will make a deposit of Four Hundred Fifty Thousand Dollars and Zero Cents (i.e., \$450,000.00), into the qualified settlement account established by the Settlement Administrator (“Fifth Installment”).¹² To the extent that any payment due date set forth in this Agreement falls on a Saturday, Sunday, or legal holiday, that deadline shall be continued until the following business day.¹³

The Settlement Administrator shall provide Defendants’ Counsel with electronic transfer instructions for Defendants to tender payment to the Settlement Administrator as described in this Agreement, as soon as possible after the qualified settlement account has been established. The deadlines for Defendants’ payment of the Total Settlement Amount are contingent upon receipt of the payment instructions. Defendants expressly agree to follow the Settlement Administrator’s payment instructions. The Parties agree that the deadlines for Defendants’ payment obligations with respect to each installment payment made under this Agreement shall be met upon initiating the electronic transfer of funds to the Settlement Administrator, pursuant to its instructions, provided, however, that any unsuccessful electronic transfer of funds be of no fault of Defendants. In the event of an unsuccessful electronic transfer of funds, the Parties agree to cooperate in good faith to resolve the issues.¹⁴

Within seven (7) calendar days of the funding of the First Installment, the Settlement Administrator will distribute the LWDA Payment to the LWDA, the Enhancement Payment to Plaintiff, and the first half (50%) of the Settlement Administration Costs to itself. Any funds

¹⁰ *Id.*, ¶ 9.b.iii.

¹¹ *Id.*, ¶ 9.b.iv.

¹² *Id.*, ¶ 9.b.v.

¹³ *Id.*, ¶ 9.b.vi.

¹⁴ *Id.*, ¶ 9.b.vii.

remaining after this distribution shall be retained in the account established by the Settlement Administrator.¹⁵ Within seven (7) calendar days of the funding of the Second Installment, the Settlement Administrator will issue checks for the first half of the Individual Settlement Payments to Settlement Class Members. The Settlement Administrator shall also set aside the Employer Taxes on these payments, and all employee-side payroll taxes, contributions, and withholdings, and timely forward these to the appropriate government authorities. Any funds remaining after this distribution shall be retained in the account established by the Settlement Administrator.¹⁶ Within seven (7) calendar days of funding of the Third Installment, the Settlement Administrator shall issue checks for the second half of the Individual Settlement Payments to Settlement Class Members. The Settlement Administrator shall also set aside the Employer Taxes on these payments, and all employee-side payroll taxes, contributions, and withholdings, and timely forward these to the appropriate government authorities. Any funds remaining after this distribution shall be retained in the account established by the Settlement Administrator.¹⁷ Within seven (7) calendar days of the funding of the Fourth Installment, the Settlement Administrator shall issue checks for the Individual PAGA Payments to PAGA Employees, distribute the second half of the Settlement Administration Costs to itself, and distribute the Court-approved Litigation Costs to Class Counsel. Any funds remaining after this distribution shall be retained in the account established by the Settlement Administrator.¹⁸ Within seven (7) days of the funding of the Fifth Installment, the Settlement Administrator shall distribute Court-Approved Attorneys' Fees to Class Counsel.¹⁹

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 \$805,000.00 and reimbursement of litigation costs and expenses in the amount of \$9,733.17, to Class Counsel; (2) Enhancement Payment in the amount of \$10,000.00 to Plaintiff; (3) Settlement Administration Costs in the amount of

¹⁵ *Id.*, ¶ 9.d.i.

¹⁶ *Id.*, ¶ 9.d.ii.

¹⁷ *Id.*, ¶ 9.d.iii.

¹⁸ *Id.*, ¶ 9.d.iv.

¹⁹ *Id.*, ¶ 9.d.v.

\$21,000.00 to Phoenix; and (4) PAGA Amount in the amount of \$400,000.00.²⁰ The Net Settlement Amount, which is estimated to be \$1,054,266.83 will be distributed in accordance with the Settlement Agreement, and there is no reversion to Defendants.²¹

The Settlement Administrator will calculate each Settlement Class Member's *pro rata* share of the Net Settlement Amount ("Individual Settlement Share"), as follows: the Settlement Administrator will divide the final Net Settlement Amount by the Workweeks of all Settlement Class Members to yield the "Final Workweek Value" and multiply each Settlement Class Member's individual Workweeks by the Final Workweek Value to yield his or her Individual Settlement Share.²²

The Settlement Administrator will calculate each PAGA Employee's *pro rata* share of the PAGA Employee Amount ("Individual PAGA Payment"), as follows: the Settlement Administrator will divide the PAGA Employee Amount by the total number of PAGA Workweeks of all PAGA Employees to yield the "PAGA Workweek Value" and multiply each PAGA Employee's individual PAGA Workweeks by the PAGA Workweek Value to yield his or her Individual PAGA Payment.²³

Class Members have sixty (60) calendar days from the initial mailing of the Class Notice ("Response Deadline") to submit a Request for Exclusion, Notice of Objection and/or Workweeks Dispute.²⁴ The Response Deadline is April 29, 2025.²⁵ **As of the date of this Motion, the Settlement Administrator has not received any Notice of Objections, Workweeks Disputes, or Requests for Exclusion from Class Members.**²⁶

Each Individual Settlement Share will be allocated as follows: 20% as wages, which will be reported on an IRS Form W-2; and the remaining 80% as penalties, interest, and non-wage damages, which will be reported on an IRS Form 1099.²⁷ Settlement Class Members will be issued

²⁰ *Id.*, ¶¶ 10-13.

²¹ Declaration of Lluvia Islas ("Phoenix Declaration" or Phoenix Decl.) ¶ 13.

²² Settlement Agreement, ¶ 14(b).

²³ *Id.*, ¶ 15.

²⁴ *Id.*, ¶ 6(jj).

²⁵ Phoenix Decl., ¶ 10-12.

²⁶ *Ibid.*

²⁷ Settlement Agreement, ¶ 25.

1 payment of their Individual Settlement Share subject to reduction for the employee's share of taxes
2 and withholdings with respect to the wage portion.²⁸ Defendants will pay all employer-side taxes
3 in connection with the wages portion of the Individual Settlement Payment in addition to the Total
4 Settlement Amount.²⁹

5 Individual Settlement Payment and Individual PAGA Payment checks will be negotiable
6 for one-hundred eighty (180) calendar days from the date the checks are issued, and thereafter,
7 shall be voided and shall not be reissued.³⁰ The funds associated with such voided checks will be
8 paid to South Sacramento Interfaith Partnership in accordance with California Code of Civil
9 Procedure section 384(b), *et seq.*³¹

10 **IV. THE SETTLEMENT ADMINISTRATION PROCESS**

11 The Court-appointed Settlement Administrator, Phoenix, has taken all necessary steps to
12 effectuate the notice and settlement administration process, as set forth in the Court's Preliminary
13 Approval Order.

14 On September 6, 2024, Defendants' counsel provided Phoenix a data file containing each
15 Class Member's full name, last known mailing address, telephone number, Social Security
16 Number, number of Workweeks and number of PAGA Workweeks ("Class List").³² The Class List
17 contained data for 926 individuals.³³ The mailing addresses contained in the Class List were
18 processed and updated utilizing the National Change of Address Database ("NCOA") maintained
19 by the U.S. Postal Service.³⁴ The NCOA contains requested changes of address filed with the U.S.
20 Postal Service. In the event that any individual had filed a U.S. Postal Service change of address
21 request, the address listed with the NCOA would be utilized in connection with the mailing of the
22 Class Notice.³⁵

23 On September 25, 2024, Phoenix mailed the Class Notice to all 926 individuals identified
24

25 ²⁸ Ibid.

26 ²⁹ Ibid.

27 ³⁰ *Id.*, ¶ 20.

28 ³¹ Ibid.

³² Phoenix Decl., ¶ 3

³³ Ibid.

³⁴ *Id.*, ¶ 4.

³⁵ Ibid.

as Class Members in the Class List in English and Spanish.³⁶ On November 11, 2024 Defendants’ Counsel advised that there were individuals who were inadvertently excluded from the initial mailing. After Defendants’ audit it was confirm that 195 individuals were omitted from the initial Class List.

On February 28, 2025, Phoenix mailed the Class Notice to the 195 Class Members who were inadvertently excluded, in English and Spanish. Phoenix also mailed a Postcard in English and Spanish to all 926 Class Members that had previously received a Class Notice to provide them with their updated estimated Individual Settlement Share.

As of the date of the Declaration of Lluvia Islas, a total of 30 Class Notices were returned to Phoenix.³⁷ Of these, none were returned with a forwarding address. Phoenix performed an advanced address search (i.e. skip trace) on all of these addresses and was able to locate 21 updated addresses, and Phoenix promptly re-mailed a Class Notice to those updated addresses.³⁸ Ultimately, there are 9 Class Notices that remain undeliverable.³⁹

As of the date of the Declaration of Lluvia Islas, the Settlement Administrator has not received any Notices of Objection, Workweeks Disputes or Requests for Exclusion from Class Members.⁴⁰ Thus, there are currently 1,121 Class Members who did not submit a timely and valid Request for Exclusion (“Settlement Class Members”), and who will be paid their portion of the Net Settlement Amount.⁴¹ Pursuant to the terms of the Settlement Agreement, the Net Settlement Amount of approximately \$1,054,266.83 will be distributed to Settlement Class Members in accordance with the terms of the Settlement Agreement. The highest Individual Settlement Share is currently estimated to be \$4,337.35 and the average Individual Settlement Share is currently estimated to be \$940.47.⁴² The highest Individual PAGA Payment is currently estimated to be \$405.29 and the average Individual PAGA Payment is currently estimated to be \$114.29.⁴³

³⁶ *Id.*, ¶ 5.

³⁷ *Id.*, ¶ 8.

³⁸ *Ibid.*

³⁹ *Id.*, ¶ 9.

⁴⁰ *Id.*, ¶¶ 10-12.

⁴¹ *Id.*, ¶ 14.

⁴² *Ibid.*

⁴³ *Id.*, ¶ 15.

V. **THE COURT SHOULD GRANT FINAL APPROVAL OF THE CLASS ACTION AND PAGA 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 plaintiff's 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*, 48 Cal.App.4th at 1801.

The proponent of the settlement has the burden to show that it is fair and reasonable. *Wershba*, 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*, 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. *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*, 91 Cal.App.4th at 251. Even if the proposed settlement affords relief that is substantially narrower than it would be if the cases 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 Formal and Informal Discovery.

The Parties actively litigated the case since the Action commenced on September 22, 2020. Class Counsel conducted significant investigation and formal and informal discovery into the facts of the cases, to assess the veracity, strength, and scope of the claims, and was preparing for class certification and trial prior to reaching the Settlement Agreement.⁴⁴

The Parties exchanged a large volume of information, documents, and data in the course of litigation and in connection with the mediation and settlement negotiations.⁴⁵ Class Counsel propounded multiple sets of written discovery requests on both Defendants (including, but not limited to Special Interrogatories (Set One and Two), Form Interrogatories—General (Set One), and Requests for Production of Documents (Set One)) and reviewed and analyzed Defendants’ responses and objections thereto.⁴⁶ Additionally, Plaintiff noticed the depositions of Defendants’ persons most knowledgeable regarding organizational structure and job descriptions.

The Parties conducted significant formal and informal discovery and investigation into the facts of the case, and also formally and informally exchanged a large volume of information documents, and data in connection with the mediations and settlement negotiations. The large volume of information, documents, and data reviewed and analyzed by Class Counsel further included, and was not limited to: Plaintiff’s employment records, a random sampling of Class Members time data and wage records, Defendants’ Employee Handbooks and Employee Roster, Defendants’ operations and employment practices, forms, procedures, and policies and Defendant’s confidential financial records.⁴⁷ Class Counsel had the opportunity to interview and obtain information from Plaintiff and other Class Members, and reviewed and analyzed a large volume of information, data, and documents obtained from Plaintiff, Defendants, and other sources.

⁴⁴ Declaration of Elizabeth Parker-Fawley (“Parker-Fawley Decl.”), ¶¶ 5 & 7.

⁴⁵ *Id.*, ¶ 7.

⁴⁶ *Ibid.*

⁴⁷ *Ibid.*

Class Counsel developed liability, damages, and penalties valuation models in the course of litigation and in connection with the mediations and settlement negotiations, and met and conferred with Defendants' counsel on numerous occasions, e.g., to discuss issues relating to the pleadings, case management, discovery, and the production of information, documents, and data in the course of mediation and settlement negotiations.⁴⁸ Other work performed by Class Counsel included, and was not limited to, case strategy and analysis; drafting, reviewing, and revising the pleadings, motion-related papers, mediation brief, and settlement-related papers and preparing for and attending court proceedings, settlement negotiations, and the mediations, among other tasks.⁴⁹

After conducting formal and informal discovery and investigation into the facts of the cases, the Parties participated in a formal mediation session conducted by Hon. Raul A. Ramirez (Ret.), a well-regarded mediator experienced in mediating complex labor and employment matters.⁵⁰ In the course of the mediation and settlement negotiations, the Parties exchanged class information, documents, and data, and discussed all aspects of the cases, including and not limited to, the risks and delays of further litigation, the risks to the Parties of proceeding with class certification and trial, the law relating to off-the-clock theory, regular rate, meal and rest periods, PAGA representative claims, and wage-and-hour enforcement, the evidence produced and analyzed, and the possibility of appeals, among other things.⁵¹ During all settlement discussions, the Parties conducted their negotiations at arm's length in an adversarial position.⁵² Arriving at a settlement that was acceptable to the Parties was not easy. Defendants and their counsel felt very strongly about Defendants' ability to prevail on the merits and to avoid class certification.⁵³ Defendants and their counsel felt strongly about Defendants' ability to avoid class certification and representative adjudication and prevail on the merits, while Plaintiff and Class Counsel believed that they would be able to obtain class certification and prevail at trial.⁵⁴ After conducting significant formal and informal discovery and investigations, settlement negotiations, and with the

⁴⁸ Ibid.

⁴⁹ Ibid.

⁵⁰ *Id.*, ¶ 9.

⁵¹ Ibid.

⁵² Ibid.

⁵³ Ibid.

⁵⁴ Ibid.

aid of the mediator's evaluation, the Parties agreed that the case was well-suited for settlement given the legal issues relating to Plaintiff's principal claims, as well as the costs and risks to the Parties that would attend further litigation.⁵⁵

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

The Settlement accounts for the risks inherent in litigating class and representative claims through certification proceedings, trial, and/or appeals.⁵⁶ The Agreement was calculated using information and data uncovered through extensive case investigation, formal and informal discovery, and the exchange of information, data, and documents in the context of mediation and settlement negotiations.⁵⁷ Had the action not settled, Defendants would have vigorously challenged class certification, manageability of representative adjudication, and liability. Defendants contended that individualized questions of fact predominated over any common issues, and these issues would pose challenges to certification and representative adjudication. Defendants would have likely argued again at trial, if any, that Plaintiff's claims were not appropriate for class-wide and/or representative adjudication. On the other hand, Defendants also faced the risk of the Court certifying a class and allowing a jury to decide Plaintiff's claims on a class-wide or representative basis. Additionally, preparation for trial would have been expensive for all parties.

It is preferable to reach an early resolution of a dispute because such resolutions save time and money that would otherwise go to litigation. If this matter had settled after further litigation, the settlement amount would have taken into account the additional costs incurred, and there might have been less money available for Class Members after all was said and done. This is not just an abstract contention. The risks and expenses of further litigation outweighed any benefit that might have been gained otherwise. These risks of further litigation include a determination that the claims were unsuitable for class treatment and/or representative adjudication, failure to obtain certification, class de-certification after certification of a class, allowing a jury to decide the claims asserted in the cases, and the real possibility of no recovery after years of litigation. Additionally,

⁵⁵ Ibid.

⁵⁶ Ibid.

⁵⁷ *Id.*, ¶¶ 6-8.

the Parties were moving into the phase of the litigation where they would have to conduct a significant amount of formal discovery, including and not limited to, depositions of Defendants' Person Most Knowledgeable designees, expert witnesses and percipient witnesses, such as managers, supervisors, and other current and former employees throughout the State of California. In contrast, the Settlement Agreement provides real and significant benefits for the Class here and now, while avoiding the further expenses, risks, and delay of prolonged litigation with only the possibility of recovery.

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

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

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

The Net Settlement Amount is currently estimated to be \$1,054,266.83.⁵⁸ Each Settlement Class Member will be paid a *pro rata* share of the Net Settlement Amount, based on the number of Workweeks credited to him or her during the Class Period.⁵⁹ There are currently 1,121 Settlement Class Members, representing one hundred percent (100%) of the Class Members.⁶⁰ The highest Individual Settlement Share is currently estimated to be \$4,337.35 and the average

⁵⁸ Phoenix Decl., ¶ 13.

⁵⁹ Settlement Agreement, ¶ C(2)(f).

⁶⁰ Phoenix Decl., ¶ 14.

Individual Settlement Share is currently estimated to be \$940.47.⁶¹ The highest Individual PAGA Payment is currently estimated to be \$405.29 and the average Individual PAGA Payment is currently estimated to be \$114.29.⁶² These are significant individual recoveries, particularly in light of the risks of litigation.

At the final approval stage, “[a]n allocation formula need only have a reasonable, rational basis [to warrant approval], particularly if recommended by experienced and competent class counsel.” *In re American Bank Note Holographics, Inc., Securities Litigation* (S.D.N.Y. 2001) 127 F.Supp.2d 418, 429-30. The *pro rata* allocation here is a fair and reasonable way to distribute the Net Settlement Amount. In light of the above considerations, Class Counsel believes that the Agreement as a whole is fair, reasonable, and adequate, and in the best interest of the Class Members and the State of California.⁶³ 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 Agreement.

D. The Class Was Represented by Competent Counsel.

Class Counsel has extensive experience in employment class action law and complex wage-and-hour litigation. 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.⁶⁴ Both parties’ counsel were capable of assessing the strengths and weaknesses of the Class Members’ claims against Defendants and the benefits of the Settlement Agreement under the circumstances of the case and in the context of a private, consensual settlement agreement.

E. There Are No Objections to the Settlement.

⁶¹ *Id.*, ¶ 13.

⁶² *Id.*, ¶ 15.

⁶³ Parker-Fawley Decl., ¶ 23.

⁶⁴ *Id.*, ¶¶ 16-20.

The Settlement Agreement has been well received by the Class thus far – ***not a single Class Member objected to the Class Settlement to date.***⁶⁵ Specifically, no objections have been made as to the Total Settlement Amount or requested Attorneys’ Fees and Costs, Enhancement Payment, Settlement Administration Costs, or PAGA Amount. California courts have consistently found that a small number of objectors indicates support for a settlement and strongly favors final approval. *Wershba*, 91 Cal.App.4th at 250-51 (final approval granted despite 20 objectors); *Eleven Owners*, 85 Cal.App.4th at 1152-53 (final approval granted despite 9 objectors).

Accordingly, the Settlement as a whole is presumed to be fair, reasonable, and adequate, and the Court should grant final approval of the Settlement Agreement in its entirety. *Dunk*, 48 Cal.App.4th at 1802.

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VI. THE ATTORNEYS’ FEES AND COSTS REQUESTED ARE 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*, 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*, 82 Cal.App.4th at 49.

⁶⁵ Phoenix Decl., ¶ 11.

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*, 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*, 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* (2005) 126 Cal.App.4th 1253, 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*, 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. Gaulty* (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, 34.⁶⁶ 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*, 557 F.2d at 769.

The propriety of calculating and awarding attorneys' fees as a percentage of a monetary settlement that has, by litigation, been preserved or recovered for the benefit of others, has been confirmed by the California Supreme Court. *Laffitte*, 1 Cal.5th 480 at 486 & 506. The California Supreme Court has taken the position that while "[t]rial courts have discretion to conduct a lodestar cross-check on a percentage fee," "they also retain the discretion to forgo a lodestar cross-check and use other means to evaluate the reasonableness of a requested percentage fee[.]" and "[t]he percentage [...] method survives in California." *Id.* (internal quotes omitted). In *Lealao*, the Court of Appeal expressly held that a percentage-based fee "may be calculated on the basis of the total fund made available rather than the actual payments made to the class." *Lealao*, 82 Cal.App.4th at 51; see also *Boeing*, 444 U.S. at 478 ("a litigant or a lawyer who recovers" a settlement "for the benefit of persons other than himself or his client is entitled to a reasonable attorneys' fee from the fund as a whole"). In *Wershba v. Apple Computer, Inc.*, (2001) 91 Cal.App.4th 224, in determining reasonable attorneys' fees, the Court of Appeal valued a settlement based on the total value of the settlement made available to class members by the efforts of counsel, decided in favor of granting fees as a percentage of the total value of the settlement, and rejected an objection that the fees be awarded based on the exact amount claimed by class members. *Id.* at 247.

When the cases were originally filed, not only was a recovery inescapably contingent, but the prospect of a long, drawn-out battle with defendants represented by experienced counsel, was

⁶⁶ 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.

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

Under the terms of the Settlement Agreement, Defendants will pay a Total Settlement Amount of \$2,300,000.00 on a non-reversionary basis. The requested attorneys’ fees are 35% of the total value of the monetary settlement.

Class Counsel has obtained a substantial recovery on behalf of Plaintiff, the Class, PAGA Employees and the State of California, and the results achieved justify an attorneys’ fees award that is the equivalent of the standard market fee and that is consistent with the contingency-fee agreement entered into by and between Plaintiff and Class Counsel. In light of Class Counsel’s successful prosecution and resolution of the case, the requested attorneys’ fees are appropriate and reasonable.

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

In *Camden I Condominium Association, Inc. v. Dunkel*, the court identified twelve factors to be considered in determining whether fee awards are reasonable: (1) the time and labor required; (2) the novelty and difficulty of the questions involved; (3) the skill required to perform the legal services properly; (4) the preclusion of other employment by the attorney due to the acceptance of the case; (5) the customary fee; (6) whether the fee is fixed or contingent; (7) time limitation imposed by the client or the circumstances; (8) the amount involved and results obtained; (9) the experience, reputation and ability of the attorney; (10) the undesirability of the case; (11) the nature and length of the professional relationship with the client; and (12) awards in similar cases. *Camden I Condominium Association, Inc. v. Dunkel* (11th Cir. 1991) 946 F.2d 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 Attorneys’ Fees in the amount of \$805,000.00 (which is 35% of the Total Settlement Amount) is

1 commensurate with the time, effort, and expense dedicated to the cases, the contingent nature of
2 Class Counsel's fee and the risks taken in commencing the cases, the skill and determination
3 required, the results that Class Counsel have achieved, and the value of the settlement that Class
4 Counsel have obtained for the Class Members.

5 **1. Time & Labor.**

6 Class Counsel used its experience and skills, and dedicated the full extent of resources, to
7 litigate and bring this matter to a successful conclusion on behalf of the Class. As outlined in the
8 Declaration of Elizabeth Parker-Fawley, Class Counsel has fully and actively participated in
9 litigation of the Action.⁶⁷ Moreover, as demonstrated in the supporting declarations, Class Counsel
10 have extensive experience in the handling of class actions and complex litigation cases.⁶⁸

11 Class Counsel has dedicated staffing and monetary resources necessary to prosecute this
12 matter diligently and with maximum efficiency and has fully and actively participated in the
13 litigation process. The Task and Time Chart, which is attached as EXHIBIT A to the
14 accompanying Declaration of Elizabeth Parker-Fawley, sets forth in detail the hours that Lawyers
15 *for Justice, PC* has spent performing tasks on behalf of Plaintiff and the Class.⁶⁹ The Task and
16 Time Chart is thorough and comprehensive, and was prepared so that the Court can peruse it
17 without having to set forth each and every task in the body of this Motion. The Court is respectfully
18 referred to the chart, which sets forth the history of the work performed by Class Counsel,
19 commencing with the pre-filing analysis and research, and continuing up to settlement and final
20 approval. Class Counsel has spent 318.80 hours performing tasks and to obtain a significant
21 recovery on behalf of Plaintiff, the Class, and the State of California.⁷⁰ These hours were required
22 to bring this matter to its successful conclusion. In light of the value of time expended and the
23 carrying of costs involved in litigating this case, the requested attorneys' fees are fair, adequate,
24 and reasonable.

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

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27 ⁶⁷ Parker-Fawley Decl, ¶¶ 6-8.

28 ⁶⁸ *Id.*, ¶¶ 16-20.

⁶⁹ *Id.*, ¶ 13 & Exh. A.

⁷⁰ *Id.*, ¶¶ 12 & 13.

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

6 Class Counsel undertook significant investigation, analysis, and research prior to filing this
7 case, during the litigation, and prior to the mediation. Class Counsel took steps to prepare the
8 matter for class certification and representative adjudication and had every intention of taking the
9 case to trial on a class-wide basis if Defendants did not offer an appropriate class-wide settlement.
10 Despite all of the obstacles that had to be overcome, as demonstrated in the Declaration of
11 Elizabeth Parker-Fawley, Class Counsel used its extensive experience in the handling of class
12 actions and complex wage-and-hour litigation matters in order to obtain the Agreement with
13 maximum efficiency.⁷¹

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

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

21 The Settlement Agreement at this stage is preferred over continued litigation because such
22 resolutions save time and money that would otherwise go to litigation. The risks and expenses of
23 further litigation outweighed any benefit that might have been gained otherwise. The Settlement
24 Agreement provides an immediate recovery, as opposed to an uncertain result in the future after
25 prolonged litigation involving expert discovery, trial preparation, class certification proceedings,
26 and appellate review of those proceedings. The Settlement Agreement offers significant monetary
27 relief to the Class Members.

28 ⁷¹ Parker-Fawley Decl., ¶¶ 16-20.

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4. Whether the Fee Is Fixed or Contingent.

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). Plaintiff entered into a contingency fee agreement with Class Counsel, and the representation of the Class provided by Class Counsel has been wholly contingent. Class Counsel took on the case without knowing whether any recovery would be obtained. Class Counsel has invested 318.80 hours of time to obtain relief on behalf of Plaintiff, Class Members and the State of California.⁷² Class Counsel has also incurred litigation costs and expenses in the amount of \$9,733.17.⁷³

Class Counsel has borne all the risks and costs of litigation and will not receive any compensation until recovery is obtained.⁷⁴ Considering the work performed and the risks incurred, the requested fees and costs are reasonable and should be awarded.

5. The Amount Involved and the Results Achieved.

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)). The results achieved, in light of the difficulties inherent in similar cases and the specific difficulties faced in this matter, are considerable. The Settlement Agreement has yielded a positive response from the Class Members thus far—no Class Members objected to the Class Settlement to date.⁷⁵

6. The Reputation and Ability of the Attorneys.

⁷² Parker-Fawley Decl., ¶ 13 & Exh. A.

⁷³ *Id.*, ¶ 21, Exh. B.

⁷⁴ *Id.*, ¶ 21.

⁷⁵ Phoenix Decl., ¶ 11.

Lawyers for Justice, PC is a recognized class action law firm that employed its attorneys' knowledge, skills, and experience in bringing this matter to a successful conclusion. Class Counsel has years of complex and class action litigation experience, has recovered millions of dollars on behalf of thousands of individuals in California, and has successfully handled numerous significant wage-and-hour class action and complex cases.⁷⁶

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*, 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*, 1 Cal.5th at 505.

The lodestar is calculated based on reasonable hours at reasonable prevailing hourly rates for the attorneys. *Ketchum*, 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. Defendants 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. Defendants

⁷⁶ Parker-Fawley Decl., ¶¶ 16-20.

1 raised affirmative defenses and denied liability, and the pursuit of this case involved gathering and
2 analyzing data not only from Defendants but also from the Class Members. The handling of the
3 cases involved a great amount of effort and also required and involved the exercise of a high level
4 of skill, which Class Counsel has as a result of its extensive experience in employment class actions
5 and complex wage-and-hour litigation. Long and difficult battles would have followed as the cases
6 moved toward certification and trial, including taking and defending depositions of Defendants'
7 Person Most Knowledgeable designees, percipient witnesses, and experts, propounding additional
8 discovery requests and conducting additional document production, and engaging in extensive
9 motion practice. As Class Counsel geared up for these battles, Class Counsel undertook intense
10 preparation in an attempt to resolve the entire matter through mediation.

11 Class Counsel had to bring together a large volume of information, documents and data
12 that were obtained from Defendants, Plaintiff, and through other sources. Class Counsel conducted
13 extensive review and analysis of the information, documents and data to strategize the action and
14 to prepare for mediation and engage in settlement discussions.

15 As discussed above in Part VI.C.1, *infra*, attached to the Declaration of Elizabeth Parker-
16 Fawley is a task and time chart that sets forth in detail the numerous tasks that Class Counsel
17 performed on behalf of Plaintiff and the Class, and the time required for completing those tasks.⁷⁷
18 The chart demonstrates that Class Counsel has spent a total of 318.80 hours litigating the cases
19 and finalizing the Settlement Agreement.⁷⁸ In light of the facts and circumstances of the cases, as
20 well as the results that Class Counsel has achieved in these cases, Class Counsel has spent a
21 reasonable number of hours on this matter. In addition, Class Counsel will continue to perform
22 work on this matter through the date of final approval and in connection with the implementation
23 of the Settlement.

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

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

28 ⁷⁷ Parker-Fawley Decl., Exh. A.

⁷⁸ *Id.*, ¶¶ 13 & Exh. A.

representation, as well as being provided with financial incentives to enforce important rights and protections like those at issue in this action. See *Ketchum*, 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 matter, prior to its commencement and all the way up to the present, and Class Counsel's dedication to providing representation in these cases 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 \$2,300,000.00.

As set forth in the Declaration of Elizabeth Parker-Fawley, the professional backgrounds and experience of Class Counsel support a reasonable rates of compensation between \$575 and \$1,495 per hour for services provided by Class Counsel.⁷⁹ While the circumstances of every case are unique, the fact remains that the work performed and efforts undertaken by Class Counsel on behalf of the 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 here. 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

⁷⁹ Parker-Fawley Decl, ¶ 13.

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. *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
- 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*, 20 Cal.3d at 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*, 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*, 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 cases involved gathering and analyzing documents and data not only from Defendant but also from the 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 have as a result of extensive experience in employment class actions

1 and wage-and-hour litigation. Class Counsel have been actively involved in the prosecution of this
2 matter, prior to its commencement and Class Counsel's work has continued all the way up to the
3 present. Class Counsel's dedication to the representation of the Class Members has precluded other
4 employment.

5 Most importantly, all services were performed by Class Counsel on a contingent basis.
6 Both California and federal courts recognize that attorneys should be compensated for taking on
7 such contingent risks and provided with financial incentives to enforce important rights and
8 protections like those at issue in the matter at hand. *See, e.g., Vizcaino*, 290 F.3d at 1051; *Ketchum*,
9 24 Cal. 4th at 1132-33. Here, Class Counsel bore the risk that, despite all of their efforts and the
10 skill employed, there may be no recovery. Therefore, at a minimum, Class Counsel are entitled to
11 a risk multiplier. The results obtained by way of Class Counsel's efforts are significant here. Class
12 Counsel were successful in achieving substantial results in the form of a settlement of
13 \$2,300,000.00. Also, Class Counsel's efforts throughout the matter demonstrate dedication to the
14 interests of the Class Members.

15 Class Counsel's application for attorneys' fees in light of the facts and circumstances
16 surrounding the matter is well within the range of reasonableness. While handling this matter,
17 Class Counsel devoted the hours in legal time detailed in the task and time chart, which is attached
18 to the Declaration of Elizabeth Paker-Fawley. As the chart indicates, Class Counsel worked 318.80
19 hours in the pursuit of this matter and the base lodestar value based off each attorney's individual
20 hourly rate is \$266,186.00. Applying a modest multiplier of 3.03, the total enhanced lodestar fees
21 are \$806,543.58. Class Counsel seeks an attorneys' fee award of \$805,000.00 (equal to thirty-five
22 percent (35%) of the Total Settlement Amount). Courts routinely enhance lodestar amounts based
23 on multipliers that "range from 2 to 4 or even higher." *Wershba*, 91 Cal.App.4th at 255; see also,
24 e.g., *Chavez v. Netflix*, 162 Cal.App.4th at 66 (approving multiplier of 2.5); *Vizcaino*, 290 F.3d at
25 1051 (approving multiplier of 3.65); *Wal-Mart Stores, Inc. v. Visa U.S.A., Inc.* (2d Cir. 2005) 396
26 F.3d 96, 123 (approving multiplier of 3.5); *Craft v. County of San Bernardino* (C.D. Cal. 2006)
27 624 F.Supp.2d 1113, 1125 (awarding multiplier of 5.2 and referring to other cases with cross-
28 check multipliers ranging from 4.5 to 19.6).

Therefore, application of a modest multiplier of 3.03 is warranted, and the lodestar as a cross-check to the percentage figure sought herein, strongly supports the reasonableness of the requested attorneys' fees award. Plaintiff respectfully requests that the Court grant final approval of, and award, attorneys' fees in the amount of \$805,000.00 to Class Counsel.

VII. ATTORNEYS' COSTS ARE FAIR AND REASONABLE AND SHOULD BE APPROVED.

The Settlement Agreement provides for attorneys' costs of up to \$18,000.00. As set forth in the Declaration of Elizabeth Parker-Fawley, Class Counsel seeks reimbursement of \$9,733.17 in litigation costs and expenses incurred in this case.⁸⁰ This amount was reasonable and necessary in the prosecution of the cases and to obtain the Agreement.⁸¹ The cost savings of \$8,266.83 will be part of the Net Settlement Amount, which will be distributed to Settlement Class Members in accordance with the Agreement.⁸² Accordingly, Plaintiff requests that the Court award litigation costs and expenses in the amount of \$9,733.17 to Class Counsel.

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

As set forth in the accompanying Phoenix Declaration, the total costs incurred and to be incurred by Phoenix for the notice and settlement administration process are \$21,000.00.⁸³ The costs incurred and to be incurred include, but are not limited to, (a) establishing and maintaining a related settlement fund account; (b) establishing and maintaining a calendar of administrative deadlines and responsibilities; (c) processing and mailing payments to the Plaintiff, Class Counsel, Settlement Class Members, and PAGA Employees; (d) printing and mailing the Class Notice to Class Members; (e) receiving and validating Requests for Exclusion, Notices of Objection, and Workweeks Disputes submitted by Class Members and PAGA Employees; (f) calculating the Employer Taxes and providing appropriate forms and calculations to Defendants; (g) mailing Individual Settlement Payment checks to Settlement Class Members and Individual PAGA

⁸⁰ Parker-Fawley Decl., ¶¶ 21 & Exh. B.

⁸¹ *Id.*, ¶ 21

⁸² *Ibid.*

⁸³ Phoenix Decl., ¶ 16.

1 Payment checks to PAGA Employees, (h) providing counsel with weekly reports; and (i) other
2 tasks as the Parties mutually agree or the Court orders Phoenix to perform.⁸⁴

3 Accordingly, the Court should grant final approval of payment to Phoenix, a necessary
4 third-party administrator, for its handling of the notice and settlement process, in the amount of
5 \$21,000.00.

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

8 The Settlement Agreement provides for an Enhancement Payment in the amount of
9 \$10,000.00 to Plaintiff to compensate Plaintiff for the time and effort that she expended on behalf
10 of the Class. The requested Enhancement Payment is common and reasonable and should be
11 awarded. In determining whether to make service payments, courts consider the following factors:
12 (1) the risk to the class representative in commencing suit, both financial and otherwise; (2) the
13 notoriety and personal difficulties encountered by the class representatives; (3) the amount of time
14 and efforts spent by the class representatives; (4) the duration of the litigation; and (5) the personal
15 benefit (or lack thereof) enjoyed by the class representatives as a result of the litigation. *Vranken*
16 *v. Atlantic Richfield Co.* (N.D. Cal. 1995) 901 F.Supp. 294, 299 (approving \$50,000 participation
17 award to a single class representative).

18 The requested Enhancement Payment is fair and appropriate because Plaintiff spent a
19 substantial amount of time and effort producing relevant documents and past employment records,
20 as well as providing the facts and evidence to support the prosecution of the claims.⁸⁵ Plaintiff was
21 available whenever Class Counsel needed her and actively tried to obtain, and gave, information
22 to support the pursuit of the cases.⁸⁶

23 Accordingly, it is appropriate and just for Plaintiff to receive \$10,000.00 as a reasonable
24 Enhancement Payment in addition to her individual settlement payments.

25 **X. CONCLUSION**

26
27 ⁸⁴ *Id.*, ¶ 2.

28 ⁸⁵ Parker-Fawley Decl., ¶ 22.; Declaration of Sandeep Purewal (“Purewal Decl.”) ¶¶ 3-5.

⁸⁶ *Ibid.*

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

Dated: April 17, 2025

LAWYERS for JUSTICE, PC

By: 
Ryan Slinger
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