

Edwin Aiwazian (SBN 232943)
Arby Aiwazian (SBN 269827)
Joanna Ghosh (SBN 272479)
LAWYERS for JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203
Tel: (818) 265-1020 / Fax: (818) 265-1021

Attorneys for Plaintiff and the Class

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF STANISLAUS

MONICA MONTALBO, individually, and on
behalf of other members of the general public
similarly situated;

Plaintiff,

vs.

HM.CLAUSE, INC. DBA HARRIS MORAN
SEED COMPANY, a California corporation;
and DOES 1 through 100, inclusive,

Defendants.

MONICA MONTALBO, individually, and on
behalf of other aggrieved employees pursuant
to the California Private Attorneys General
Act;

Plaintiff,

vs.

HM.CLAUSE, INC., DBA HARRIS MORAN
SEED COMPANY, a California corporation;
and DOES 1 through 100, inclusive,

Defendants.

Case No.: CV-20-004516 [Lead]
[Consolidated with Case No. CV-20-005703]

Honorable Sonny S. Sandhu
Department 24

CLASS ACTION

**PLAINTIFF'S NOTICE OF MOTION
AND MOTION FOR FINAL APPROVAL
OF CLASS ACTION SETTLEMENT,
ATTORNEYS' FEES AND COSTS, AND
ENHANCEMENT AWARD;
MEMORANDUM OF POINTS AND
AUTHORITIES IN SUPPORT THEREOF**

[Declaration of Class Counsel
(Edwin Aiwazian); Declaration of Class
Representative (Monica Montalbo);
Declaration of Settlement Administrator
(Madely Nava of ILYM Group, Inc.); and
[Proposed] Final Approval Order and
Judgment filed concurrently herewith]

Date: May 19, 2022
Time: 8:30 a.m.
Department: 24

Complaint Filed: October 13, 2020
Trial Date: None Set

**TO THE HONORABLE COURT AND TO ALL PARTIES AND THEIR COUNSEL OF
RECORD:**

PLEASE TAKE NOTICE that on May 19, 2022, at 8:30 a.m., in Department 24 of the Superior Court of California for the County of Stanislaus, located at 800 11th Street, Modesto, California 95354, Plaintiff Monica Montalbo (“Plaintiff” or “Class Representative”) will, and hereby does, move for an order granting final approval of:

1. The Settlement Agreement and Stipulation to Resolve Class Action and PAGA Claims (“Settlement,” “Agreement,” or “Settlement Agreement”) on the grounds that the Settlement is fair, adequate, and reasonable because:

- A Net Settlement Amount of approximately four hundred seventy-seven thousand six hundred eighty-two dollars and seventy two cents (\$477,682.72) will be fully distributed to the Class Members who did not timely opt out of the Settlement (“Participating Class Member”);
- No Objections were submitted to the settlement administrator, ILYM, Inc. (“ILYM”) or “Settlement Administrator”;
- No Requests for Exclusion were submitted to the Settlement Administrator;

2. Payment in the amount of three hundred thirty-two thousand five hundred dollars and no cents (\$332,500.00) to Lawyers *for* Justice, PC (“Class Counsel”) representing thirty-five percent (35%) of the Gross Settlement Amount, for attorneys’ fees, which is reasonable and justified on a percentage-basis and also based on a lodestar cross-check;

3. Payment in the amount of twenty thousand three hundred seventeen dollars and twenty-eight cents (\$20,317.28) to Class Counsel for reimbursement of litigation costs and expenses;

4. Payment in the amount of twelve thousand dollars and no cents (\$12,000.00) to the Settlement Administrator for Settlement Administration Costs;

5. Payment in the amount of seven thousand five hundred dollars and no cents (\$7,500.00) to Plaintiff Monica Montalbo, as an Enhancement Award, for her time and effort in representing the Class; and

6. Allocation of the penalties under the Private Attorneys General Act of 2004, California Labor Code section 2698, *et seq.*, in the amount of one hundred thousand dollars and no cents (\$100,000.00), of which seventy-five percent (75%), or \$75,00.00, will be paid to the California Labor and Workforce Development Agency and twenty-five percent (25%), or \$25,000.00, will be part of the Net Settlement Amount for distribution to Aggrieved Employees.

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

This Motion is based upon the following Memorandum of Points and Authorities; the Declarations of Class Counsel (Edwin Aiwarzian), Class Representative (Monica Montalbo), and Settlement Administrator (Madely Nava of ILYM) in support thereof; the pleadings and other records on file with the Court in this matter; and such evidence and oral argument as may be presented at the hearing on this Motion.

Dated: April 27, 2022

LAWYERS for JUSTICE, PC

By:



Edwin Aiwarzian
Attorneys for Plaintiff and the Class

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MEMORANDUM OF POINTS AND AUTHORITIES

I. SUMMARY OF MOTION

Plaintiff Monica Montalbo (“Plaintiff”) seeks final approval of: (1) the Gross Settlement Amount of \$950,000.00; (2) attorneys’ fees in the amount of \$332,500.00, which is thirty-five percent (35%) of the Gross Settlement Amount, and reimbursement of litigation costs and expenses in the combined amount of \$20,317.28 (together, “Attorneys’ Fees and Costs”) to Lawyers for Justice, PC; (3) Settlement Administration Costs in the amount of \$12,000.00 to ILYM Group, Inc. (“ILYM” or “Settlement Administrator”); (4) Enhancement Award in the amount of \$7,500.00 to Plaintiff Monica Montalbo; and (5) allocation of \$100,000.00 for penalties under the Private Attorneys General Act of 2004, California Labor Code § 2698, *et seq.* (“PAGA Payment”).

Plaintiff seeks relief on behalf of the following Class:

All current and former employees who worked in a non-exempt or hourly-paid position for HM.Clause, Inc. within the State of California during the period from October 13, 2016 through October 15, 2021 (“Class” or “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 Lynn S. Frank, Esq., and extensive settlement negotiations. This matter has required 478.90 hours of attorney time. As will be demonstrated herein, the request for attorneys’ fees, which represents thirty-five percent (35%) of the Gross 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

Plaintiff moves for final approval of the Enhancement Award in the amount of seven thousand five hundred dollars and zero cents (\$7,500.00), to compensate Plaintiff for the time and effort that she expended spearheading this lawsuit on behalf of the Class. Plaintiff also moves for final approval of the payment to the Settlement Administrator in the amount of twelve

¹ Settlement Agreement, § 8. “Class Period” is defined as the period of time from October 13, 2016, to the date the Court enters the Preliminary Approval Order. *See id.*, § 8.

² The total lodestar fees are \$359,175.00, and Class Counsel seeks an attorneys’ fees award of \$332,500.00 (equal to 35% of the Gross Settlement Amount).

1 thousand dollars and zero cents (\$12,000.00) for Settlement Administration Costs. Plaintiff also
2 moves for final approval of the allocation of \$100,000.00 for the PAGA Payment, of which
3 \$75,000.00 will be paid to the California Labor and Workforce Development Agency (“LWDA”)
4 for its portion of the PAGA Payment (“LWDA Payment”), and \$25,000.00 will be distributed to
5 Class Members who worked within the PAGA Period (“Aggrieved Employees”).

6 The requests for Attorneys’ Fees and Costs, Enhancement Award, Settlement
7 Administration Costs, and allocation for the PAGA Payment were fully disclosed in the Notice
8 of Class Action Settlement (“Notice”) that was mailed to the Class Members. Most importantly,
9 as of the date of this Motion, not a single Class Member has objected to any aspect of the
10 Settlement, including the requested Attorneys’ Fees and Costs, Enhancement Award, Settlement
11 Administration Costs, or allocation for PAGA Payment.

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

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

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

25 Defendant HM.Clause, Inc. (“Defendant”) researches, breeds, and wholesales seeds for
26 products including beans, broccoli, cabbage, cauliflower, corn, lettuce, melons, peppers,
27 pumpkins, squash, and tomatoes. Plaintiff Monica Montalbo is a former employee of Defendant.
28

1 On October 13, 2020, Plaintiff filed her putative class action entitled *Monica Montalbo v.*
2 *HM.Clause, Inc. dba Harris Moran Seed Company*, against Defendant in the Superior Court of
3 California for the County of Stanislaus, Case No. CV-20-004516 (“Montalbo Class Action”),
4 alleging violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510,
5 512, 1174, 1194, 1197.1, and 2802 and California Business & Professions Code § 17200, et seq.
6 on behalf of other current and former employees who worked for Defendant in California as non-
7 exempt or hourly-paid employees.

8 On December 14, 2020, Defendant filed an Answer denying all allegations alleged in the
9 Montalbo Class Action Complaint for Damages filed on October 13, 2020 (“Class Complaint”).

10 On December 16, 2020, Plaintiff filed her representative action entitled *Monica Montalbo*
11 *v. HM.Clause, Inc. dba Harris Moran Seed Company*, against Defendant in the Superior Court of
12 California for the County of Stanislaus, Case No. CV-20-005703 (“Montalbo PAGA Action”)
13 alleging Defendant violated the California Labor Code and therefore owes civil penalties under
14 the Private Attorneys General Act, California Labor Code § 2698, et seq. (“PAGA”) on behalf of
15 aggrieved hourly-paid or non-exempt employees who worked for Defendant in the State of
16 California;

17 On June 1, 2021, Defendant filed an Answer denying all allegations alleged in the
18 Complaint for Enforcement Under The Private Attorneys General Act, California Labor Code §
19 2698, et seq. filed on December 16, 2020 (“PAGA Complaint”).

20 Plaintiff’s core allegation is that Defendant has violated the California Labor Code by
21 engaging in a uniform practice and procedure, with respect to Plaintiff and the Class Members,
22 of, *inter alia*, failing to pay all overtime and minimum wages, failing to provide compliant meal
23 and rest periods and associated premium pay, failing to timely pay wages during employment
24 and upon termination of employment, failing to provide compliant wage statements, failing to
25 maintain requisite payroll records, and failing to reimburse necessary business expenses, and
26 thereby engaged in unfair business practices in violation of California Business and Professions
27 Code section 17200, et seq. and conduct that gives rise to penalties pursuant to PAGA. Plaintiff
28

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

3 Defendant has denied, and continues to deny, any liability and wrongdoing of any kind
4 associated with any of the allegations in both the Montalbo Class Action and in the Montalbo
5 PAGA Action, and further denies that the actions are appropriate for class treatment or
6 representative adjudication for any purpose other than for settlement purposes only.

7 The Parties have actively litigated the Montalbo Class Action since it was commenced on
8 October 13, 2020, and the Montalbo PAGA Action since it was commenced on December 16,
9 2020. On June 10, 2021, the parties participated in a formal, full-day mediation conducted by
10 Lynn S. Frank, Esq. (the "Mediator"), a well-regarded mediator experienced in mediating
11 complex labor and employment matters. With the assistance of the Mediator's evaluations, the
12 parties ultimately reached the Settlement described herein to resolve the Montalbo Class Action
13 as well as the Montalbo PAGA Action in their entirety.

14 On June 11, 2021, Defendant filed a Notice of Related Case in both the Montalbo Class
15 Action and in the Montalbo PAGA Action. The Montalbo Class Action was pending in
16 Department 24 of the above-captioned Court before Honorable Judge Sonny S. Sandhu, and the
17 Montalbo PAGA Action was pending in Department 21 of the above-captioned Court before
18 Honorable John R. Mayne.

19 The parties sought to consolidate the Montalbo Class Action and the Montalbo PAGA
20 Action to effectuate and facilitate the settlement approval process, and to conserve the Court's
21 and Parties' resources during the settlement approval process. On July 8, 2021, an order was
22 entered by this Court, ordering that the Montalbo Class Action and the Montalbo PAGA Action
23 be consolidated for purposes of settlement approval procedures and designating the Montalbo
24 Class Action as the lead case.

25 On September 21, 2021, Plaintiff filed a Motion for Preliminary Approval of Class
26 Action Settlement and supporting documents. On October 14, 2021, a hearing was held on
27 Plaintiff's Motion for Preliminary Approval and, on October 15, 2021, the Court entered an
28 Order Granting Plaintiff's Motion for Preliminary Approval of Class Action Settlement

1 (“Preliminary Approval Order”), thereby preliminarily approving the terms of the Settlement,
2 the Notice, and the proposed administration procedures and associated deadlines.

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

5 **III. SUMMARY OF THE SETTLEMENT TERMS AND PLAN OF DISTRIBUTION**

6 Under the terms of the Settlement Agreement, Defendant has agreed to pay a Gross
7 Settlement Amount of \$950,000.00 on a non-reversionary basis.³ Subject to approval by the
8 Court, the Net Settlement Amount will be calculated by deducting the following amounts from
9 the Gross Settlement Amount: (1) attorneys’ fees in an amount not to exceed thirty-five percent
10 (35%) of the Gross Settlement Amount, which equals three hundred thirty two thousand five
11 hundred dollars and no cents (\$332,500.00) and reimbursement of costs and expenses in the
12 amount of twenty thousand three hundred seventeen dollars and twenty eight cents (\$20,317.28)
13 to Class Counsel (collectively referred to as the “Attorneys’ Fees and Costs”); (2) settlement
14 administration costs, which are not to exceed twelve thousand dollars and no cents (\$12,000.00)
15 to the Settlement Administrator (“Settlement Administration Costs”); (3) payment to the
16 California Labor and Workforce Development Agency of its 75% share of the allocation for
17 penalties under the Private Attorneys General Act (“PAGA Payment”) in the amount of one
18 hundred thousand dollars and no cents (\$100,000) (i.e., \$75,000 out of \$100,000.00) (“LWDA
19 Payment”); (4) payment to the Aggrieved Employees of their 25% share of the PAGA Payment
20 (i.e., \$25,000 out of \$100,000.00); and (5) payment in the amount of up to seven thousand five
21 hundred dollars and no cents (\$7,500.00) to Plaintiff Monica Montalbo (“Enhancement
22 Award”).⁴

23 The Net Settlement Amount, which is estimated to be \$477,682.72 will be distributed in
24 accordance with the Settlement Agreement, and there is no reversion to Defendant.

25 ///

26 ///

27
28 ³ Settlement Agreement, § 16.

⁴ *Id.*, §§ 20 & 46.

The Settlement Administrator will calculate each Participating Class Member's *pro rata* portion of the available Net Settlement Amount ("Individual Settlement Payments"), in accordance with the Settlement Agreement and as follows:

- a. Individual Settlement Payments will be calculated from the Net Settlement Amount based on the respective number of Workweeks, rounded up.⁵
- b. The Settlement Administrator will calculate each Participating Class Member's share of the Net Settlement Amount by dividing the Participating Class Member's Workweeks by the total number of Workweeks for all Class Members and multiplying this figure by the Net Settlement Amount.⁶

The Settlement Administrator will also calculate each Aggrieved Employee's *pro rata* portion of 25% of the PAGA Payment ("Individual PAGA Payments"), in accordance with the Settlement Agreement and as follows:

- a. Individual PAGA Payments will be calculated from 25% of the PAGA Payment based on the respective number of PAGA Workweeks, rounded up.⁷
- b. The Settlement Administrator will calculate each Aggrieved Employee's share of 25% of the PAGA Payment by dividing the Aggrieved Employee's PAGA Workweeks by the total number of PAGA Workweeks for all Aggrieved Employees and multiplying this figure by 25% of the PAGA Payment.⁸

Class Members had sixty (60) calendar days after the initial mailing of the Notice to Class Members to dispute the number of Workweeks and/or PAGA Workweeks credited to each of them, opt out of the Settlement, and/or object to the Settlement ("Response Deadline").⁹ The Response Deadline was January 14, 2022.¹⁰ The Settlement Administrator has not received any written requests for exclusion from the Settlement ("Requests for Exclusion") or objections to the Settlement ("Objections") from Class Members.¹¹

Individual Settlement Payments will be allocated as follows: ten percent (10%) as wages, which will be reported on an IRS Form W-2; forty-five percent (45%) as non-wage damages, which will be reported on an IRS Form 1099, if applicable; and forty-five percent (45%) as statutory penalties, which will be reported on an IRS Form 1099, if applicable.¹²

⁵ Settlement Agreement, § 48.e.

⁶ *Ibid.*

⁷ *Id.*, § 48.f.

⁸ *Ibid.*

⁹ *Id.*, §§ 19 & 51.d.

¹⁰ Declaration of Madely Nava of ILYM Group, Inc. ("ILYM Decl."), ¶ 17, Exh. A.

¹¹ *Id.*, ¶¶ 11 & 12.

¹² Settlement Agreement, § 50.a.

The Individual PAGA Payments will be considered 100% civil penalties, and will be reported as such to each Aggrieved Employees on an IRS Form 1099, if applicable.¹³ All settlement payments paid to Participating Class Members, Aggrieved Employees, and the Plaintiff, will be paid in a net amount after the employee and employer's share of applicable state and federal payroll taxes, withholdings, and contributions, have been deducted.¹⁴

The Individual Settlement Payment and Individual PAGA Payment checks issued to Participating Class Members and Aggrieved Employees will become void and no longer available if not cashed within one hundred eighty (180) calendar days after mailing.¹⁵ If an Individual Settlement Payment and/or Individual PAGA Payment check is not cashed by the expiration of the 180-day period, the funds from voided checks will be transferred to Legal Aid at Work (formerly known as Legal Aid Society Employment Law Center) for use in its Workers' Rights Clinic.¹⁶

IV. THE SETTLEMENT ADMINISTRATION PROCESS

The Court-appointed Settlement Administrator, ILYM, has taken all necessary steps to effectuate the notice and settlement administration process, as set forth in the Court's October 15, 2021 Preliminary Approval Order.

On October 22, 2021, ILYM received the Court-approved text for the Notice.¹⁷

On October 29, 2021, ILYM received a mailing list from Defendant's counsel that contained the full names, last known addresses, Social Security numbers, and the number of Workweeks worked by each Class Member during the Class Period and the number of PAGA Workweeks worked by each Aggrieved Employee during the PAGA Period ("Class List").¹⁸ The Class List contained information for 327 individuals identified as Class Members.¹⁹ ILYM processed the names and addresses through the National Change of Address Database ("NCOA") and updated the Class List with any updated addresses located.²⁰

¹³ *Ibid.* Settlement Agreement, § 50.a.

¹⁴ *Id.*, § 50.

¹⁵ *Id.*, § 55.c.

¹⁶ *Ibid.*

¹⁷ ILYM Decl., ¶ 4.

¹⁸ *Id.*, ¶ 5.

¹⁹ *Ibid.*

²⁰ *Id.*, ¶ 6.

On November 15, 2021, ILYM mailed the Notice via first class mail to all 327 individuals identified as Class Members in the Class List.²¹

As of the date of this Motion, 23 Notices were returned to ILYM as undeliverable. Of the 23 returned Notices, none included a forwarding address.²² ILYM Group performed a computerized skip trace on the 23 returned Notices that did not have a forwarding address, in an effort to obtain an updated address for purpose of re-mailing the Notice. As a result of this skip trace, 7 updated addresses were obtained and the Notice was promptly re-mailed to those Settlement Class Members, via U.S First Class Mail on December 3, 2021, December 8, 2021, December 22, 2021, and December 29, 2021.²³ Ultimately, 16 Notices remain undeliverable because an updated address was not located through skip-tracing or the Notice was returned as undeliverable a second time.²⁴

As of the date of this Motion, the Settlement Administrator has not received any Objections or Requests for Exclusion from Class Members.²⁵ As of the date of this Motion, ILYM Group will report a total of 327 Participating Class Members, representing 100% of the 327 Settlement Class Members.²⁶

Pursuant to the terms of the Settlement, the Net Settlement Amount of approximately four hundred seventy-seven thousand six hundred eighty seven dollars and seventy two cents (\$477,682.72) will be distributed to Participating Class Members in accordance with the terms of the Settlement.²⁷ The highest Individual Settlement Payment is currently estimated to be \$3,288.37 and the average Individual Settlement Payment is currently estimated to be \$1,537.26.²⁸

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²¹ ILYM Decl., ¶ 7.

²² *Id.*, ¶ 8.

²³ *Ibid.*

²⁴ *Id.*, ¶ 10.

²⁵ *Id.*, ¶¶ 11 & 12.

²⁶ *Id.*, ¶ 13.

²⁷ ILYM Decl., ¶ 14.

²⁸ *Id.*, ¶ 14.

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. *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 October 13, 2020. 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.²⁹

The Parties have actively litigated the Montalbo Class Action since it was commenced on October 13, 2020, and the Montalbo PAGA Action since it was commenced on December 16, 2020. Both sides used the pre-mediation time period to investigate the veracity, strength, and scope of the claims, and Class Counsel was actively preparing the case for class certification and trial.³⁰

Prior to engaging in mediation, Class Counsel conducted significant investigation and formal and informal discovery regarding the facts of the case, including and not limited to, the exchange, review, and analysis of thousands of pages of documents and data produced by Defendant.³¹ The volume of data and documents that Class Counsel reviewed and analyzed included and was not limited to: Plaintiff’s employment records, a detailed sampling of Class Members’ time and pay data, Defendant’s Employee Handbook, Defendant’s operations and employment practices, forms such as Meal Break Waivers, procedures (including, but not limited to, Meal Break Violations & Penalties for Non-Exempt Employees), and policies (including, but not limited to, Time Keeping Policy and Meal Period and Rest Break policy), among other information and documents.³² Class Counsel interviewed Plaintiff and other Class Members to gather facts and to identify potential witnesses.³³ Class Counsel propounded multiple sets of formal written discovery requests on Defendant and noticed the depositions of Defendant’s

²⁹ Declaration of Edwin Aiwazian (“Aiwazian Decl.”), ¶ 6.

³⁰ Aiwazian Decl., ¶¶ 4-8.

³¹ *Id.*, ¶ 6.

³² *Ibid.*

³³ *Ibid.*

1 Person Most Knowledgeable designees regarding organizational structure and job duties.³⁴
2 Counsel for the Parties also met and conferred on numerous occasions, e.g., to discuss issues
3 relating to the pleadings, discovery, and the production of documents and data prior to the
4 mediation.³⁵ Class Counsel also drafted Plaintiff's mediation brief and prepared for and attended
5 court proceedings, settlement negotiations, and the mediation, among other tasks.³⁶

6 The Parties engaged in extensive settlement negotiations and participated in a formal,
7 full-day mediation conducted by Lynn S. Frank, Esq., a well-respected mediator experienced in
8 mediating complex labor and employment matters.³⁷ Prior to and during the mediation and
9 settlement discussions, the Parties exchanged class information and engaged in an intensive
10 discussion regarding their evaluations of the case and various aspects of the case, including but
11 not limited to, the risks and delays of further litigation, the risks to the Parties of proceeding with
12 class certification and/or representative adjudication, the law relating to off-the-clock theory,
13 meal and rest periods, wage-and-hour enforcement, and PAGA representative claims, as well as
14 the evidence produced and analyzed, and the possibility of appeals, among other things.³⁸
15 During all settlement discussions, the Parties conducted their negotiations at arm's length in an
16 adversarial position.³⁹ Arriving at a settlement that was acceptable to both Parties was not easy.
17 Defendant and Defendant's counsel felt strongly about their ability to prevail on the merits and at
18 certification, and Plaintiff and Class Counsel believed that they would be able to obtain class
19 certification and prevail at trial.⁴⁰ After conducting investigations, significant formal and
20 informal discovery, extensive settlement negotiations, and with the aid of the mediator's
21 evaluation, the Parties have agreed that the matter is well-suited for settlement given the legal
22 issues relating to Plaintiff's principal claims, as well as the costs and risks to both sides that
23 would attend further litigation.⁴¹

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25 ³⁴ Aiwazian Decl., ¶ 6.

26 ³⁵ *Ibid.*

27 ³⁶ *Ibid.*

28 ³⁷ *Id.*, ¶ 8.

³⁸ *Ibid.*

³⁹ *Ibid.*

⁴⁰ *Ibid.*

⁴¹ *Ibid.*

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 and trial.⁴² The Parties have had the opportunity to interview and obtain information from their respective witnesses.⁴³ Counsel for the Parties have also reviewed documents and information relating to Plaintiff's and the Class Members' employment with Defendant and performed significant research into the law concerning class certification, PAGA representative actions, off-the-clock theory, meal and rest periods, wage-and-hour enforcement, Plaintiff's claims, and Defendant's defenses thereto, as well as facts discovered.⁴⁴ The Parties have reached the Settlement based on this large volume of facts, evidence, and investigation. In addition, Class Counsel has extensive experience in employment class actions, including significant experience in California wage-and-hour litigation.⁴⁵

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

The Settlement, which provides for a Gross Settlement Amount of nine hundred fifty thousand dollars and no cents (\$950,000.00), 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.⁴⁶ The Settlement was calculated using information and data uncovered through extensive case investigation, informal discovery, and the exchange of information in the context of mediation.⁴⁷ 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 Plaintiff's claims were not appropriate for class-wide and/or representative adjudication. On the other hand, Defendant also faced the risk of the Court certifying a class and allowing a jury to

⁴² Aiwazian Decl., ¶ 8.

⁴³ *Ibid.*

⁴⁴ *Ibid.*

⁴⁵ *Id.*, ¶¶ 13-18.

⁴⁶ *Id.*, ¶ 21.

⁴⁷ *Id.*, ¶¶ 5-8.

1 decide Plaintiff's claims on a class-wide or representative basis. Additionally, preparation for
2 trial would have been expensive for all parties.

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

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

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

27 The Settlement, which provides for a Gross Settlement Amount of nine hundred fifty
28 thousand dollars and no cents (\$950,000.00), represents a fair, reasonable, and adequate

1 resolution of the case. The Settlement was calculated using information and data uncovered
2 through extensive case investigation, informal discovery, and the exchange of information in the
3 context of mediation. The Settlement takes into account the potential risks and rewards inherent
4 in any case and, in particular, in this matter. Moreover, considering all of the facts in the case,
5 the Gross Settlement Amount represents a considerable recovery.

6 Even after deducting attorneys' fees in the amount of three hundred thirty-two thousand
7 five hundred dollars and no cents (\$332,500.00), litigation costs and expenses in the amount of
8 twenty thousand three hundred seventeen dollars and twenty eight cents (\$20,317.28),
9 Enhancement Award in the amount of seven thousand five hundred dollars and no cents
10 (\$7,500.00), Settlement Administration Costs in the amount of twelve thousand dollars and no
11 cents (\$12,000.00), and LWDA Payment in the amount of one hundred thousand dollars and no
12 cents (\$100,000.00) from the Gross Settlement Amount of nine hundred fifty thousand dollars
13 and no cents (\$950,000.00), the Net Settlement Amount is currently estimated to be four hundred
14 seventy seven thousand six hundred eighty two dollars and seventy two cents (\$477,682.72).⁴⁸
15 Under the Settlement Agreement, the Gross Settlement Amount will be fully paid out, without
16 any reversion to Defendant, in accordance with the terms of the Settlement. As discussed in
17 Section III, *supra*, each Participating Class Member will be paid a *pro rata* share of the Net
18 Settlement Amount, based on the number of Workweeks credited to him or her. To date, there
19 are 327 Participating Class Members, representing 100% of the Settlement Class Members.⁴⁹
20 The highest Individual Settlement Payment to a Participating Class Member is currently
21 estimated to be \$3,288.37 and the average Individual Settlement Payment is currently estimated
22 to be \$1,537.26.⁵⁰ These are significant individual recoveries, particularly in light of the risks of
23 litigation.

24 At the final approval stage, "[a]n allocation formula need only have a reasonable, rational
25 basis [to warrant approval], particularly if recommended by experienced and competent class
26 counsel." *In re American Bank Note Holographics, Inc., Securities Litigation* (S.D.N.Y. 2001)

27 _____
28 ⁴⁸ ILYM Decl., ¶ 14.

⁴⁹ *Id.*, ¶ 13.

⁵⁰ *Id.*, ¶ 14.

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 believe that the Settlement as a whole is fair, reasonable, and adequate, and in the best interest of the Class Members.⁵¹ Although the recommendations of Class Counsel are not conclusive, the Court can properly take the recommendations into account, particularly if Class Counsel appear to be competent, have experience with this type of litigation, and 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.⁵² The law firm of 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.⁵³ Both parties' counsel were capable of assessing the strengths and weaknesses of the Class Members' claims against Defendant and the benefits of the Settlement under the circumstances of the case and in the context of a private, consensual settlement agreement.

E. There Are No Objections to the Settlement.

The Settlement has been well received by the Class – ***not a single Class Member objected to or opted out of the Settlement.***⁵⁴ Specifically, no objections have been made as to the Gross Settlement Amount or requested Attorneys' Fees and Costs, Enhancement Award, Settlement Administration Costs, or the allocation for PAGA Payment. California courts have consistently found that a small number of objectors indicates the class' 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).

⁵¹ Aiwazian Decl., ¶¶ 13-18.

⁵² *Id.*, ¶ 18.

⁵³ *Ibid.*

⁵⁴ ILYM Decl., ¶¶ 11 & 12.

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, 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. 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, 34.⁵⁵ The purpose of this equitable doctrine is to spread litigation

⁵⁵ 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.

costs proportionally among all the beneficiaries so that the active beneficiary does not bear the entire burden alone. See *Vincent*, *supra*, 557 F.2d at 769.

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

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

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

When the case was originally filed, not only was it inescapably contingent, but the prospect of a long, drawn-out battle with a defendant represented by experienced counsel, was almost a certainty. By taking on this "battle" on a contingency basis, Class Counsel risked substantial economic loss if the results were not successful. This substantial risk is the reason

that the courts approve the use of the percentage method when a settlement is obtained by the efforts of class counsel. See *Vizcaino v. Microsoft* (9th Cir. 2002) 290 F.3d 1043, 1048-49 (discussing the risks of engaging in litigation without certainty of compensation).

Under the terms of the Settlement Agreement, Defendant will pay a Gross Settlement Amount of nine hundred fifty thousand dollars and no cents (\$950,000.00) on a non-reversionary basis. The requested attorneys' fees are thirty-five percent (35%) of the total value of the monetary settlement. In light of Class Counsel's successful prosecution and resolution of the case, the requested attorneys' fees are appropriate and reasonable.

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

The percentage method is consistent with, and is intended to mirror, the practice in the private marketplace where contingent-fee attorneys typically negotiate percentage-fee arrangements with their clients. A named plaintiff's agreement to pay a contingent fee is powerful evidence of a reasonable fee. One of the best ways to demonstrate the value of counsel's work to the class is to review the consideration agreed to be paid by the named plaintiff. If the named plaintiff has employed counsel on a contingency-fee basis, it would indeed be inequitable for the members of the class, who will enjoy the benefits of the settlement without incurring the risks of bringing the claim, to pay less than the named plaintiff. In this case, Plaintiff has agreed to a contingency fee of at least thirty-five percent (35%) of the recovery.⁵⁶

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

⁵⁶ Aiwazian Decl., ¶ 9.

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

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

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

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

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

1 in similar cases. *Camden I Condominium Association, Inc. v. Dunkel* (11th Cir. 1991) 946 F.2d
2 768, 772.

3 Each and every one of these factors favors the attorneys' fees sought here; however,
4 some of the most relevant factors to this Court's fee determination will be addressed herein. The
5 award of attorneys' fees in the amount of three hundred thirty-two thousand five hundred dollars
6 and zero cents (\$332,500.00) (which is 35% of the Gross Settlement Amount) is commensurate
7 with the time, effort, and expense dedicated to the case, the contingent nature of Class Counsel's
8 fee and the risks taken in commencing the case, the skill and determination required, the results
9 that Class Counsel have achieved, and the value of the settlement that Class Counsel have
10 obtained for the Class Members.

11 **1. Time & Labor.**

12 Class Counsel dedicated the full extent of resources, to litigate and bring this matter to a
13 successful conclusion on behalf of the Class. Moreover, as demonstrated in the supporting
14 declarations, Class Counsel has extensive experience in the handling of class actions and
15 complex litigation matters.⁵⁷

16 As outlined in the Declaration of Edwin Aiwarzian, Class Counsel has fully and actively
17 participated in litigation of this case.⁵⁸ Prior to commencing the lawsuit, Class Counsel had
18 conducted a significant amount of investigation into the factual and legal issues, Defendant's
19 business, and its operations and employment policies, practices, and procedures.⁵⁹ During the
20 litigation of the action, Class Counsel interviewed Plaintiff and other Class Members;
21 propounded multiple sets of formal written discovery requests on Defendant and noticed the
22 depositions of Defendant's Person Most Knowledgeable designees regarding organizational
23 structure, and job duties.⁶⁰ Counsel for the Parties also met and conferred on numerous
24 occasions, e.g., to discuss issues relating to the pleadings, discovery, and the production of
25 documents and data prior to the mediation.⁶¹ Class Counsel also drafted Plaintiff's mediation

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27 ⁵⁷ Aiwarzian Decl., ¶¶ 13-18.

⁵⁸ *Id.*, ¶ 4 & Exh. A.

⁵⁹ *Id.*, ¶ 5 & Exh. A.

⁶⁰ *Ibid.*

⁶¹ *Ibid.*

brief and prepared for and attended court proceedings, settlement negotiations, and the mediation, among other tasks.⁶²

Class Counsel has devoted a considerable number of hours to this matter over the course of the litigation process. The task and time chart, which is attached as Exhibit A to the accompanying declaration of Edwin Aiwarzian, sets forth in detail the hours that Lawyers for Justice, PC has spent performing tasks on behalf of Plaintiff and the Class.⁶³ 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 charts, which set forth the history of the work performed by Lawyers for Justice, PC, commencing with the pre-filing analysis and research, and continuing up to settlement and final approval. Class Counsel has spent 478.90 hours performing tasks and to obtain a significant recovery on behalf of Plaintiff and the Class.⁶⁴ 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. Plaintiff and Class Counsel believed that they would have obtained class certification and prevailed at trial.

Class Counsel undertook significant investigation, analysis, and research prior to filing 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

⁶² Aiwarzian Decl., ¶¶ 4-8.

⁶³ *Id.*, Exh. A.

⁶⁴ *Id.*, ¶ 11.

Aiwazian, Class Counsel used their extensive experience in the handling of class actions and complex wage-and-hour litigation matters in order to obtain the Settlement with maximum efficiency.⁶⁵

3. The Value of the Settlement for the 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 Settlement 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 Gross Settlement Amount of nine hundred fifty thousand dollars and no cents (\$950,000.00) to settle the matter. After deducting the attorneys' fees (\$332,500.00), litigation costs and expenses (\$20,317.28), Enhancement Award (\$7,500.00), Settlement Administration Costs (\$12,000.00), and LWDA Payment (\$100,000.00) from the Gross Settlement Amount, it is currently estimated that the Net Settlement Amount is approximately four hundred seventy seven thousand six hundred eighty two dollars and seventy two cents (\$477,682.72)⁶⁶, inclusive of all employee and employer state and federal payroll taxes, withholdings, and contributions.⁶⁷ The

⁶⁵ Aiwazian Decl., ¶¶ 15-18.

⁶⁶ ILYM Decl., ¶ 14.

⁶⁷ Settlement Agreement, §§ 46 & 50.b.

Net Settlement Amount will be fully distributed in accordance with the terms of the Settlement. The highest Individual Settlement Payment to a Settlement Class Member is currently estimated to be \$3,288.37 and the average Individual Settlement Payment is currently estimated to be \$1,537.26.⁶⁸ The Settlement offers significant monetary relief to the Settlement Class Members.

4. Whether the Fee Is Fixed or Contingent.

Plaintiff entered into a contingency fee agreement with Class Counsel, and the representation of the Class provided by Class Counsel has been wholly contingent. Class Counsel took on the case without knowing whether any recovery would be obtained. Class Counsel has invested 478.90 hours of time to obtain relief on behalf of Plaintiff, the Class, State of California, and Aggrieved Employees.⁶⁹ Class Counsel has also incurred litigation costs and expenses in the amount of \$20,317.28.⁷⁰

Class Counsel has borne all of the risks and costs of litigation and will not receive any compensation until recovery is obtained.⁷¹ Class Counsel is well-experienced in wage-and-hour class action and complex litigation and used that experience to obtain a great result.⁷² 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

⁶⁸ ILYM Decl., ¶ 14.

⁶⁹ Aiwasian Decl., ¶ 11, Exh. A.

⁷⁰ *Id.*, ¶ 19, Exh. B.

⁷¹ *Id.*, ¶ 19.

⁷² See *id.*, ¶¶ 15-18.

1 in such an uncertain undertaking. Had Class Counsel not been successful, the time that Class
2 Counsel have devoted to litigating the case would have been for naught and would not have
3 produced any fee or any reimbursement of costs or expenses.

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

5 The results achieved, in light of the difficulties inherent in similar cases and the specific
6 difficulties faced in this matter, are considerable. The Settlement has yielded a positive response
7 from the Class Members—no Class Members objected to or opted out of the Settlement.⁷³

8 The court in *Camden* noted that, “a key element of the common fund case is that fees are
9 [...] taken from the fund [...] and a common fund is itself the measure of success ... [and]
10 represents the benchmark on which a reasonable fee will be awarded.” *Camden*, 946 F. 2d 768,
11 fn. 28 (citing *Court Awarded Attorney Fees, Report of the Third Circuit Task Force* (October 8,
12 1985) 108 F.R.D. 237 and Newberg, *Attorney Fee Awards* § 2.07 (1986)).

13 Here, the results achieved and obtained on behalf of Plaintiff and the Class are reasonable
14 in light of the risks inherent in further litigating this matter. Class Counsel’s efforts have
15 resulted in a settlement that provides for a Gross Settlement Amount of nine hundred fifty
16 thousand dollars and no cents (\$950,000.00).⁷⁴ The Gross Settlement Amount will be fully paid
17 out, in accordance with the terms of the Settlement Agreement. The highest Individual
18 Settlement Payment to a Settlement Class Member is currently estimated to be \$3,224.94 and the
19 average Individual Settlement Payment is currently estimated to be \$1,507.65.⁷⁵

20 **6. The Reputation and Ability of the Attorneys.**

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

26
27 ⁷³ ILYM Decl., ¶¶ 11 & 12.

28 ⁷⁴ Aiwasian Decl., ¶¶ 5-8.

⁷⁵ *Id.*, ¶ 14.

⁷⁶ Aiwasian Decl., ¶¶ 15-18.

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 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 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 Plaintiff and 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 Aiwazian is a task and time chart that sets forth in detail the numerous tasks that Class Counsel performed on behalf of Plaintiff and the Class, and the time required for completing those tasks.⁷⁷ The charts demonstrate that Lawyers for Justice, PC has spent a total of 478.90 hours litigating the case and finalizing the Settlement.⁷⁸ In light of the facts and circumstances of the case, as well as the results that Class Counsel has achieved on behalf of Plaintiff, the Class, State of California, and Aggrieved Employees, 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.

***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

⁷⁷ See Aiwazian Decl., Exh. A.

⁷⁸ Aiwazian Decl., ¶ 11.

1 awarding attorneys' fees, the aim is to mirror "the established practice in the private legal market
2 of rewarding attorneys for taking the risk of nonpayment by paying them a premium over their
3 normal hourly rates for winning contingency cases." See *id.*

4 Class Counsel has been actively involved in this case, prior to its commencement and all
5 the way up to the present, and Class Counsel's dedication to providing representation in this
6 matter has precluded other employment. Here, Class Counsel bore the risk that, despite all of
7 their efforts and skills employed, there may be no recovery. Ultimately, Class Counsel was
8 successful in reaching a settlement of nine hundred fifty thousand dollars and no cents
9 (\$950,000.00).

10 As set forth in the Declaration of Edwin Aiwarzian, the professional backgrounds and
11 experience of Lawyers for Justice, PC support a reasonable hourly rate of compensation of at
12 least \$750.00 per hour for services provided by Lawyers for Justice.⁷⁹ Lawyers for Justice, PC
13 has been awarded attorneys' fees, compensating the firm at the rate of at least \$750.00 for legal
14 service performed, by courts of this state.⁸⁰ While the circumstances of every case is unique, the
15 fact remains that the work performed and efforts undertaken by Class Counsel on behalf of the
16 Class Members justify the requested attorneys' fees.

17 ⁷⁹ Aiwarzian Decl., ¶ 12.

18 ⁸⁰ For example, final approval of the class and representative action settlement in *David Dugan v. TEC Equipment,*
19 *Inc., et al.* (Los Angeles Superior Court Case No. 19STCV01591) was granted on July 8, 2021, and the award of
20 attorneys' fees involved an hourly rate of \$936.47; final approval of the class and representative action settlement in
21 *Larry Greenwood, et al. v. Scan Health Plan* (Los Angeles Superior Court Case No. BC715157) was granted on
22 April 20, 2021, and the award of attorneys' fees involved an hourly rate of \$919.57; final approval of the class
23 action settlement in *Thereasa Carrozzella v. Basalite Concrete Products, LLC* (Sacramento County Superior Court
24 Case No. 34-2017-00220214-CU-OE-GDS) was granted on February 21, 2020, and the award of attorneys' fees
25 involved an hourly rate of \$766.05; final approval of the class and representative action settlement in *Alice Rutledge,*
26 *et al. v. Healthport Technologies, LLC* (Alameda County Superior Court Case No. RG16835813) was granted on
27 June 11, 2019, and the award of attorneys' fees involved an hourly rate of \$764.82; final approval of the class and
28 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 a higher 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 a higher 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 a higher hourly rate of \$780.77;
final approval of the class and representative action settlement in *Elizabeth Ortiz, et al. v. Ghirardelli Chocolate*
Company (Alameda County Superior Court Case No. RG15764300) was granted on July 19, 2017, and the award of
attorneys' fees involved a higher hourly rate of \$575; and 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 a higher hourly rate of
\$845.64. Aiwarzian Decl., ¶ 12.

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

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

7 Courts frequently apply multipliers to enhance the lodestar to reflect the risks involved,
8 the complexity of the litigation, and the other relevant facts. *Vizcaino*, 290 F.3d at 1051;
9 *Graham v. DaimlerChrysler Corp.* (2004) 34 Cal.4th 553, 579 (“One of the most common fee
10 enhancers [...] is for contingency risk.”). Such an enhancement “mirrors the established practice
11 in the private legal market of rewarding attorneys for taking the risk of nonpayment by paying
12 them a premium over their normal hourly rates for winning contingency cases.” *Vizcaino*, 290
13 F.3d at 1051; *accord Ketchum*, 24 Cal.4th at 1132-33. A risk multiplier also serves to bring the
14 financial incentives for enforcing important rights “into line with incentives [attorneys] have to
15 undertake claims for which they are paid on a fee-for-services basis.” *Ketchum*, 24 Cal. 4th at
16 1132.

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

- 20 • The time and labor required
21 • The skill requisite to perform the legal services properly
22 • The preclusion of other employment by the attorney due to the acceptance of the case
23 • The contingent nature of the fee
24 • The amount involved and results obtained
25 • The experience, reputation, and ability of the attorney
26 • Awards in similar cases

27 *Ketchum* at 1134.

28 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 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 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 their efforts and the skill employed, there may be no recovery. Therefore, at a minimum, Class Counsel is entitled to a risk multiplier. The results obtained by way of Class Counsel’s efforts are significant here. Class Counsel were successful in achieving substantial results in the form of a settlement of nine hundred fifty thousand dollars and no cents (\$950,000.00). Also, Class

Counsel's efforts throughout the case demonstrate dedication to the interests of the Class Members.

Class Counsel's application for attorneys' fees in light of the facts and circumstances surrounding the matter is well within the range of reasonableness. While handling this matter, Class Counsel devoted the hours in legal time summarized above and detailed in the task and time chart, which are attached as an exhibit to the Declaration of Edwin.⁸¹ As the chart indicates, the law firm has worked 478.90 hours in the pursuit of this matter. The attorney task and time chart presents the entire picture. Applying a reasonable rate of \$750.00 per hour to 478.90 hours of work performed by Lawyers for Justice, PC would place a base lodestar value of \$359,175.00 on Lawyers for Justice, PC's services.⁸² Class Counsel seeks an attorneys' fee award of three hundred thirty-two thousand five hundred dollars and zero cents (\$332,500.00) (equal to 35% of the Gross Settlement Amount based on the Settlement Agreement).

Therefore, the lodestar as a cross-check to the percentage figure sought herein, strongly supports the reasonableness of the requested attorneys' fees award. Plaintiff respectfully requests that the Court grant final approval of, and award, attorneys' fees in the amount of three hundred thirty-two thousand five hundred dollars and zero cents (\$332,500.00) 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 \$30,000.00. As set forth in the Declaration of Edwin Aiwazian, Class Counsel has collectively incurred a total of \$20,317.28 in litigation costs and expenses.⁸³ This amount was reasonable and necessary in the prosecution of the case and to obtain the Settlement.⁸⁴ The cost savings of \$9,682.72 will be part of the Net Settlement Amount, which will be distributed to the Participating Class Members in accordance with the Settlement. Accordingly, Plaintiff requests that the Court award litigation costs and expenses in the amount of \$20,317.28 to Class Counsel.

⁸¹ Aiwazian Decl., Exh. A.

⁸² *Id.*, ¶ 11.

⁸³ *Id.*, ¶ 19 & Exh. B.

⁸⁴ *Ibid.*

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

As set forth in the accompanying ILYM Declaration, the total costs incurred and to be incurred by ILYM for the notice and settlement administration process are twelve thousand dollars and zero cents (\$12,000.00).⁸⁵ The costs incurred and to be incurred include, but are not limited to, expenses for formatting, printing, translating, and mailing the Notice to the Class Members in both English and Spanish; performing skip-trace searches on Notices returned as undeliverable; re-mailing the Notices 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 Class Members regarding the Settlement; calculating Individual Settlement Payments and preparing the associated tax forms; and transmitting payments, among other things.⁸⁶

Accordingly, the Court should grant final approval of payment to ILYM, a necessary third-party for handling of the notice and settlement process, in the amount of twelve thousand dollars and zero cents (\$12,000.00).

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

The Settlement provides for an Enhancement Award in the amount of seven thousand five hundred dollars and zero cents (\$7,500.00) to Plaintiff Monica Montalbo to compensate Plaintiff for the time and effort that he expended on behalf of the Class. The requested Enhancement Award is 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.

⁸⁵ ILYM Decl., ¶ 15.

⁸⁶ *Id.*, ¶ 3.

1 *Vranken v. Atlantic Richfield Co.* (N.D. Cal. 1995) 901 F.Supp. 294, 299 (approving \$50,000
2 participation award to a single class representative).

3 The requested Enhancement Award is fair and appropriate because Plaintiff spent a
4 substantial amount of time and effort producing relevant documents and past employment
5 records, as well as providing the facts and evidence necessary to attempt to prove the
6 allegations.⁸⁷ Plaintiff was available whenever Class Counsel needed him and actively tried to
7 obtain, and gave, information that would benefit the Class.⁸⁸ Plaintiff spent numerous hours
8 speaking with Class Counsel about his claims, describing his work experiences with Defendant,
9 and gathering and reviewing documents.⁸⁹ These services merit the requested Enhancement
10 Award to Plaintiff, who has not received any compensation for his efforts on behalf of the Class
11 Members to date.⁹⁰

12 The requested Enhancement Award was fully disclosed in the Notice that was mailed to
13 the Class Members. No objections were made with regards to the requested Enhancement
14 Award. Accordingly, it is appropriate and just for Plaintiff Monica Montalbo to receive seven
15 thousand five hundred dollars and zero cents (\$7,500.00) as a reasonable Enhancement Award,
16 in addition to his Individual Settlement Payment, for his services on behalf of the Class.

17 **X. CONCLUSION**

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

22 Dated: April 27, 2022

LAWYERS for JUSTICE, PC

23
24 By:



Edwin Aiwasian
Attorneys for Plaintiff and the Class

27 ⁸⁷ Aiwasian Decl., ¶ 20; Declaration of Monica Montalbo ("Montalbo Decl."), ¶¶ 3-5.

28 ⁸⁸ Aiwasian Decl., ¶ 20; Montalbo Decl., ¶ 4.

⁸⁹ Aiwasian Decl., ¶ 20; Montalbo Decl., ¶¶ 3-5.

⁹⁰ Montalbo Decl., ¶ 8.