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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF KERN

DANIEL STEPHENSON, an individual, on
behalf of himself and others similarly situated

PLAINTIFF,

v.

BAKERSFIELD DODGE, INC.; and DOES 1
thru 50, inclusive,

DEFENDANTS.

CASE NO. BCV-20-102693

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

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

*[Filed concurrently with Declarations of
Kelsey M. Szamet, Emil Davtyan, DANIEL
STEPHENSON and Lluvia Islas of ILYM
Group, Inc., Proposed Order and Judgment]*

Date: May 26, 2023

Time: 8:30 AM

Dept.: 17

Complaint Filed: November 18, 2020

FAC Filed: February 18, 2021

Trial Date: None Set

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

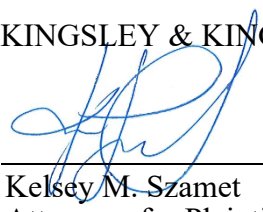
2 PLEASE TAKE NOTICE that on May 26, 2023 at 8:30 AM in Department 17 of the above-
3 entitled court, Plaintiff DANIEL STEPHENSON (“Plaintiff”) will, and hereby does, move the
4 Court for an Order granting final approval of Class Counsel’s Attorneys’ Fees and Costs pursuant
5 to the Parties’ Joint Stipulation of Class Action Settlement and Release of Claims. Plaintiff also
6 respectfully requests that the Court award an enhancement of \$5,000.00.

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

10 The Motion will be based on this Notice of Motion; the accompanying Memorandum of
11 Points and Authorities; the Declarations of Kelsey M. Szamet; Emil Davtyan, Plaintiff DANIEL
12 STEPHENSON; and Lluvia Islas of ILYM Group, Inc.; all other papers and records on file in this
13 action; and on such oral and documentary evidence as may be presented at the hearing on this
14 Motion.

15
16 DATED: May 4, 2023

KINGSLEY & KINGSLEY, APC

17
18 By: 

19 Kelsey M. Szamet
20 Attorneys for Plaintiff DANIEL STEPHENSON and
21 the proposed class
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1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. INTRODUCTION**

3 Pursuant to California Rules of Court, rule 3.769 (b) and California Code of Civil
4 Procedure section 382, Plaintiff DANIEL STEPHENSON (“Plaintiff”) moves this Court for
5 approval of an award of attorneys’ fees and reimbursement of expenses to Class Counsel, pursuant
6 to the terms of the preliminary-approved Joint Stipulation of Class Action Settlement and Release
7 of Claims (“Settlement Agreement” or “Settlement”) between named Plaintiff and Defendant
8 BAKERSFIELD DODGE, INC. (“Defendant”). Class Counsel also respectfully requests that the
9 Court award an enhancement for the named Plaintiff of \$5,000.00.

10 **II. STATUS OF THE SETTLEMENT**

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

14 The Settlement Agreement has been preliminarily-approved by the Court and the Notice
15 of Class Action Settlement disseminated pursuant to the terms of the Settlement Agreement.
16 (Declaration of Kelsey M. Szamet ¶14 (“Szamet Decl.”); Declaration of Lluvia Islas ¶7 (“Islas
17 Decl.”).)

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

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

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

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

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

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

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

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

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

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

percentage of the recovery” in common fund cases. (*Lealao v. Beneficial Calif., Inc.* (2000) 82 Cal. App. 4th 19, 31, 48.)

As detailed fully in the Settlement Agreement and set forth above, the Settlement Agreement provides for Defendant to create a Gross Settlement Amount of \$54,330.19. From that fund, Plaintiff requests an award of attorneys’ fees in the amount of \$18,108.25, or 1/3 of the Gross Settlement Amount created on behalf of Class Members. (Szamet Decl. ¶75.) This litigation resulted in “a substantial, actual and concrete . . . benefit on the members of an ascertainable class,” *Save El Toro Assn., supra*, 98 Cal.App.3d at p. 548, namely a non-reversionary settlement fund of \$50,000.00. Because none of the Settlement Class Members have paid fees to Class Counsel for their efforts during the litigation, equity requires that they pay a fair and reasonable fee based on what the market would traditionally require, no less than if they had hired private counsel to litigate their cases individually. Class Counsel is therefore entitled to a reasonable contingency fee of 1/3 from the Settlement fund as a whole.

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

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

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

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

///

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

In the present case, Class Counsel asks the Court to award a fee of 1/3 of the common fund, or \$18,108.25, as provided in the Settlement Agreement. This amount is reasonable because Class Counsel's diligent litigation efforts and experience led to an outstanding settlement, with an average net recovery of over \$200 per Settlement Class Member (*See* Islas Decl. ¶14), based on cognizable risks which are discussed in detail in Plaintiff's Motion for Final Approval of Class Action Settlement.

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

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

Class Counsel extensively addressed the perceived risks in this case in the concurrently filed Motion for Final Approval of Class Action Settlement and will not repeat that analysis here. In addition to the complexity of this case, Class Counsel has borne the entire risk and costs of this litigation during the entire time that it has been pending, all on a pure contingency basis. (Szamet Decl. ¶76.) Through the investment of substantial effort and resources, Class Counsel has secured an outstanding Settlement of behalf of the Settlement Class Members. (*Id.*) Defendant vigorously contested liability, the amount of claimed damages, and the propriety of class certification. (*Id.*) It is this kind of situation, involving complex issues, that has been recognized as justifying a substantial attorney fee award. (*Id.*)

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

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

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

8 A. Counsel Is Not Requesting A Multiplier

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

18 Here, a lodestar cross-check confirms that the percentage requested is reasonable. Class
19 Counsel’s aggregate lodestar amounts to \$34,159.00 (without future hours)¹, which represents 50.1
20 hours of attorney work on this litigation incurred from its inception through the filing of Plaintiff’s
21 Motion for Final Approval. (Szamet Decl. ¶84.) As such, Class Counsel is not asking for a
22 multiplier and a common fund award would actually result in a negative multiplier of 0.53.
23 (Szamet Decl. ¶85.)

24 B. The Number of Hours Claimed is Reasonable

25 Plaintiff’s Counsel are entitled to be compensated “for all time reasonably expended in
26

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

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

6 The amount of time spent on this case (over 50.1 hours), which culminated in a very
7 favorable proposed Settlement for the Settlement Class Members, is reasonable given the
8 complexity and novelty of the issues involved, the vigorous defense, the length and intensity of
9 the litigation, and the exceptional results obtained. (Szamet Decl. ¶86.) Class Counsel litigated
10 this action with great efficiency in light of the amount of work required to achieve the Settlement.
11 (Szamet Decl. ¶87.) Class Counsel has submitted a declaration evidencing the reasonable hourly
12 rate for their services and establishing the number of hours spent working on the case. (Szamet
13 Decl. ¶¶84-108.) Accordingly, Plaintiff is entitled to full compensation for the hours claimed by
14 Class Counsel.

15 C. The Hourly Rates Requested Are Reasonable

16 Class Counsel is entitled to be compensated at hourly rates that reflect the reasonable
17 market value of their legal services, based on their experience and expertise. (*See Serrano IV,*
18 *supra*, 32 Cal.3d at pp. 640-43, n.31.) “The reasonable hourly rate is that prevailing in the
19 community for similar work.” (*PLCM Group, Inc. v. Drexler* (2000) 22 Cal.4th 1084, 1095.)
20 Payment at full market rates is essential to entice well-qualified counsel to undertake difficult
21 cases, such as this one. (*San Bernardino Valley Audubon Soc’y v. County of San Bernardino* (1984)
22 155 Cal. App. 3d 738, 755.) Additionally, calculation of a lodestar based on current hourly rates
23 is appropriate as a means of compensating for delay in payment. (*Missouri v. Jenkins by Agyei*
24 (1989) 491 U.S. 274, 283-84.)

25 The requested hourly rates in this case range from \$415.00 per hour to \$990.00. (Szamet
26 Decl. ¶90.) Class Counsel’s hourly rates are fully supported by their experience and reputation in
27 handling complex employment litigation, including wage and hour class actions. (Szamet Decl.
28 ¶89; ¶¶70-71.)

1 Mr. Kingsley is a 27-year attorney with expertise in wage and hour class action lawsuits.
2 (Szamet Decl. ¶91.) He has litigated several hundred such cases, including at the appellate level
3 at the U.S. Supreme Court, California Supreme Court, the Ninth Circuit, and the California Court
4 of Appeal. (Szamet Decl. ¶92.) He is also a prolific speaker at various seminars on employment
5 law and has contributed to legal publications on employment topics. (Szamet Decl. ¶93.)
6 Biographical information for the other handling attorneys is included in the concurrently filed
7 Declaration of Kelsey M. Szamet. (Szamet Decl. ¶¶94-97.)

8 Emil Davtyan is a seasoned attorney with extensive expertise with wage and hour class
9 actions lawsuits.² (See Declaration of Emil Davtyan ¶¶2-8.)

10 Class Counsel's charged rates are commensurate with the prevailing market rates for
11 attorneys of comparable experience and skill handling complex litigation. (Szamet Decl. ¶101.)
12 Furthermore, Class Counsel's rates in calculating the lodestar are the same rates charged to non-
13 contingent hourly clients and thus necessarily reflect the current market value of counsel's legal
14 services.³ (Szamet Decl. ¶102.) Class Counsel has made all reasonable attempts to avoid
15 duplication of assignments and to assign tasks to timekeepers at the appropriate billing rates.
16 (Szamet Decl. ¶103.)

17 Finally, Class Counsel's rates are in line with the 2022-2023 Laffey Matrix, which is a fee
18 scale that courts often consult in determining the reasonableness of hourly rates. Under the
19 adjusted Laffey Matrix, a reasonable rate for an attorney with 20+ years of experience, such as Mr.
20 Kingsley, is \$997, a reasonable rate for an attorney with 14 years of experience, such as Ms.
21 Szamet, is \$829, a reasonable rate for an attorney with 5 or less years of experience, such as Ms.
22 Bulaon is \$455. (Szamet Decl. ¶104; Ex. 4 [2022-2023 Adjusted Laffey Matrix].)

23 D. The Fees Requested Are Reasonable

24 The trial court has substantial discretion in adjusting the lodestar to account for various

25 ² Kingsley & Kingsley, APC and Davtyan Law Firm have entered into a written fee sharing
26 agreement that was also signed by the named Plaintiff. (Szamet Decl. ¶99.)

27 ³ The Court should also note that other California courts approved many of these same rates over
28 15 years ago. (See, e.g., *Bihun v. AT&T Info. Sys., Inc.* (1993) 13 Cal.App.4th 976, 997,
disapproved on other grounds, 6 Cal.4th 644, 664 [\$450 hourly rate was a reasonable fee based
on counsel's knowledge, skill, experience and reputation].)

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

In California, courts regularly use a multiplier of 2.0 or greater in statutory fee cases to approximate market fees.⁴ In fact, “[m]ultipliers in the 3-4 range are common in lodestar awards for lengthy and complex class action litigation.” (*Van Vracken v. Atlantic Richfield Co.* (N.D.Cal.1995) 901 F.Supp. 294, 298; *see also, Wershba, supra*, 91 Cal.App.4th at p. 255 [“Multipliers can range from 2 to 4 or even higher.”].) As such, Class Counsel is not asking for a multiplier and a common fund award would actually result in a negative multiplier of 0.53. (Szamet Decl. ¶107.)

As set forth above, Plaintiff’s Counsel is not requesting a multiplier and the lodestar/multiplier cross-check confirms the reasonableness of Class Counsel’s fee request. (Szamet Decl. ¶108.) The Court should therefore approve the attorneys’ fee award for time spent in the successful prosecution of this matter. (*Id.*)

V. THE COURT SHOULD APPROVE THE REQUEST FOR REIMBURSEMENT OF COSTS

In addition to their request for fees, Class Counsel further request reimbursement of the reasonable out-of-pocket expenses advanced and/or incurred by them in connection with this litigation, in the amount of \$3,000.00. (Szamet Decl. ¶109.) To date, Kingsley and Kingsley has incurred \$2,967.22 in costs. (Szamet Decl. ¶110.) Class Counsel anticipates incurring an additional \$200-300 in costs to file, serve, and copy this motion; to prepare for and attend the hearing; and for future copy charges, however, pursuant to the Settlement Agreement, Class Counsel shall not seek an amount in excess of \$3,000 for litigation costs. (Szamet Decl. ¶111;

⁴ See, for example, *Mangold v. Cal. Pub. Utils. Comm’n*, 67 F.3d 1470, 1478-79 (9th Cir. 1995) (2.0); *City of Oakland v. Oakland Raiders* (1988) 203 Cal.App.3d 78, 82-85 (2.34); *Coal. for L.A. County Planning v. Bd. of Supervisors* (1977) 76 Cal.App.3d 241, 251 (slightly above 2.0); *Crommie v. State of Cal. Public Utilities Comm’n* (N.D. Cal. 1994) 840 F.Supp.719, 726 (2.0 multiplier in employment case).

1 Settlement Agreement at § III, ¶22.) As such, Class Counsel is requesting a cost reimbursement
2 of \$3,000.00. (Szamet Decl. ¶112; Settlement Agreement at § III, ¶22.)

3 All of the requested costs are reasonable in amount and were necessarily incurred by Class
4 Counsel in prosecuting this litigation. (Szamet Decl. ¶113; Ex. 5 [Cost Report].)

5 Expenses in this matter to date include costs for filing fees, research, mediation,
6 employment of a database expert to synthesize the tens of thousands of lines of payroll and
7 timekeeping data produced by Defendant to assist with preparation of Plaintiff's damage model,
8 and additional costs for the prosecution of this case evidenced in the costs spreadsheet attached to
9 the Declaration of Kelsey M. Szamet. All of these costs have been incurred in the course of this
10 litigation, and all costs advanced have already been paid by Class Counsel. (Szamet Decl. ¶114.)

11 Accordingly, the requested reimbursement of the reasonable out-of-pocket expenses
12 advanced and/or incurred is appropriate and justified as part of the overall settlement and the Court
13 should approve the request for reimbursement in the amount of \$3,000.00.

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

15 Finally, Plaintiff's Counsel request an enhancement of \$5,000.00 to the named Plaintiff
16 DANIEL STEPHENSON for his work on behalf of the Class. (Szamet Decl. ¶120.) As set forth
17 in detail in Plaintiff's Motion for Final Approval of Class Settlement and DANIEL
18 STEPHENSON's declaration, Plaintiff Stephenson invested significant time and effort in this case.
19 (Szamet Decl. ¶116; Stephenson Decl. ¶¶3-14.)

20 The Class has benefited from Mr. Stephenson's action in stepping forward on their behalf
21 to bring this lawsuit. (Szamet Decl. ¶121.) The average settlement payment is \$200.22 for a
22 Settlement Class Member with a high of \$387.97. (Islas Decl. ¶14.)

23 Further, The Class Notice disclosed the enhancement award. (*See* Settlement Agreement
24 Ex. 1 [class notice], p. 3.) (Szamet Decl. ¶122.) As of today, no Settlement Class Member has
25 objected to the proposed enhancement. (Szamet Decl. ¶123.)

26 Under the circumstances, a representative payment of \$5,000.00 is justified and the Court
27 should award this payment to DANIEL STEPHENSON from the Gross Settlement Amount as
28 provided in the Settlement Agreement. (Szamet Decl. ¶124.)

1 **VII. PROOF OF SUBMISSION TO THE LABOR AND WORKFORCE**
2 **DEVELOPMENT AGENCY**

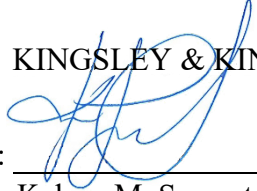
3 As indicated on the Proof of Service, Plaintiff's Motion for Approval of Attorneys' Fees
4 and Costs ("Motion") was uploaded to the Labor and Workforce Development Agency's
5 ("LWDA") website on the date this Motion was filed as required by statute. Proof of submission
6 of Plaintiff's Motion, all related documents, and copy of the email from the LWDA confirming
7 receipt is attached to the Declaration of Kelsey M. Szamet as Exhibit "6". (Szamet Decl. ¶125.)

8 **VIII. CONCLUSION**

9 Class Counsel respectfully requests that the Court award a fee equal to 1/3 of the gross
10 settlement amount, or \$18,108.25 and reimbursement of costs of \$3,000.00. Class Counsel also
11 respectfully requests that the Court award an enhancement for the named Plaintiff of \$5,000.00.
12 For the above reasons, all of these requests are appropriate and justified as part of the overall
13 Settlement, and the Court should approve them as reasonable and fair.

14
15 DATED: May 4, 2023

KINGSLEY & KINGSLEY, APC

16
17 By: 

Kelsey M. Szamet

18 Attorneys for Plaintiff DANIEL STEPHENSON and
19 the proposed class
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(PROOF OF SERVICE)
[CCP 1013(a)(3)]
STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

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

On May 4, 2023, I served all interested parties in this action the following documents described as: **NOTICE OF MOTION AND MOTION FOR FINAL APPROVAL OF ATTORNEYS' FEES AND COSTS; MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT THEREOF** by placing a true copy thereof enclosed in a sealed envelope addressed as follows:

Daniel K. Klingenberger dklingenberger@lebeauthelen.com LeBeau Thelen LLP 5001 E. Commercenter Drive, Suite 300 P.O. Box 12092 Bakersfield, CA 93389-2092	Emil Davtyan emil@davtyanlaw.com Davtyan Law Firm, Inc. 400 N. Brand Blvd, Suite 700 Glendale, CA 91203
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[XX] BY ELECTRONIC SERVICE: I caused a true and correct copy thereof to be electronically filed using the Labor and Workforce Development Agency Electronic Filing ("EF") System (<https://dir.tfaforms.net/315>) and service was completed by electronic means by transmittal of the documents referenced herein on the EF System.

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

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

Executed on May 4, 2023, at Los Angeles, California.



Taylor Gregg