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

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

Plaintiff,

v.

AMERISOURCEBERGEN DRUG
CORPORATION, a Delaware corporation; and
DOES 1 through 100, inclusive,

Defendants.

Case No.: 34-2021-00301017-CU-OE-GDS

Honorable Jill H. Talley
Department 23

CLASS ACTION

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

[Declaration of Class Counsel
(Joanna Ghosh); Declaration of Class
Representative (Jeannette Salazar);
Declaration of Settlement Administrator
(Yami Burns); and [Proposed] Final
Approval Order and Judgment filed
concurrently herewith]

Date: February 23, 2024
Time: 10:30 a.m.
Department: 23

Complaint Filed: May 18, 2021
FAC Filed: August 16, 2023
Trial Date: None Set

1 **PLEASE TAKE NOTICE** that on February 23, 2024 at 10:30 a.m., in Department 23 of
2 the above-entitled Court, located at Gordon D. Schaber Courthouse, 720 Ninth Street,
3 Sacramento, California 95814, Plaintiff Jeannette Salazar (“Plaintiff”) will and hereby does
4 move for an order granting final approval of:

5 1. The Class Action and PAGA Settlement Agreement (“Settlement,” “Agreement,”
6 or “Settlement Agreement”) on the grounds that the Settlement is fair, adequate, and reasonable
7 because:

- 8 • A Net Settlement Amount of approximately **\$1,288,947.69** will be fully distributed to
9 the Class Members who did not timely opt out of the Settlement (“Settlement Class
10 Member”);
- 11 • **No Objections** have been submitted to the Settlement Administrator, Phoenix
12 Settlement Administrators (“Settlement Administrator”);
- 13 • **One (1) Request for Exclusion** was submitted to the Settlement Administrator;

14 2. Payment in the amount of **\$819,666.67** to Lawyers *for* Justice, PC (“Class
15 Counsel”), representing one third (1/3) of the Maximum Settlement Amount, for attorneys’ fees,
16 which is reasonable and justified on a percentage-basis and also based on a lodestar cross-check;

17 3. Payment in the amount of **\$15,966.54** to Class Counsel for reimbursement of
18 litigation costs and expenses;

19 4. Payment in the amount of **\$14,500.00** to the Settlement Administrator, Phoenix
20 Settlement Administrators (“Phoenix”), for Settlement Administration Costs; and

21 5. Payment in the amount of **\$5,000.00** to Plaintiff Jeannette Salazar, as Service
22 Payment, for her time and effort in representing the Class.

23 6. Allocation of the penalties under the Private Attorneys General Act of 2004,
24 California Labor Code section 2698, *et seq.*, in the amount of \$250,000.00, of which seventy-five
25 percent (75%), or **\$187,500.00**, will be paid to the California Labor and Workforce Development
26 Agency and twenty-five percent (25%), or **\$62,500.00**, will be distributed to all current and
27 former non-exempt employees employed by Defendant within the State of California at any time
28 during the PAGA Period (“PAGA Members”).

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

4 This motion is based upon the following Memorandum of Points and Authorities; the
5 Declaration of Class Counsel (Joanna Ghosh), Class Representative (Jeannette Salazar), and
6 Settlement Administrator (Yami Burns of Phoenix) in support thereof; the pleadings and other
7 records on file with the Court in this matter; and such evidence and oral argument as may be
8 presented at the hearing on this Motion.

9 Dated: February 8, 2024

LAWYERS for JUSTICE, PC

10
11 By:



12 Brian J. St. John
13 Attorneys for Plaintiff and the Class
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MEMORANDUM OF POINTS AND AUTHORITIES

I. SUMMARY OF MOTION

Plaintiff Jeannette Salazar (“Plaintiff”) seeks final approval of: (1) the Maximum Settlement Amount of \$2,459,000.00; (2) attorneys’ fees in the amount of \$819,666.67, which is one third (1/3) of the Maximum Settlement Amount¹, and reimbursement of litigation costs and expenses in the amount of \$15,966.54 (together, “Attorneys’ Fees and Costs”) to Lawyers for Justice, PC (“Class Counsel”); (3) Settlement Administration Costs in the amount of \$14,500.00 to Phoenix Settlement Administrators (“Phoenix” or “Settlement Administrator”); (4) Service Payment in the amount of \$5,000.00 to Plaintiff Jeannette Salazar; and allocation of \$250,000.00 for penalties under the Private Attorneys General Act of 2004, California Labor Code § 2698, *et seq.* (“PAGA Allocation”).

Plaintiff seeks relief on behalf of the following Class:

All current and former non-exempt employees employed by Defendant within the State of California at any time during the period from May 1, 2018 through April 26, 2023. (“Class” or “Class Members”)²

This matter involved ongoing investigations, formal and informal discovery, review and analysis of a large volume of information, documents, and data in the course of litigation and in connection with mediation conducted by Mark S. Rudy, Esq., and extensive settlement negotiations. This matter has required 460.40 hours of attorney time by Class Counsel. As will be demonstrated herein, the request for attorneys’ fees, which represents one third (1/3) of the Maximum 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.³

///

¹ The Class Action and PAGA Settlement Agreement (“Settlement Agreement”) and Notice of Class Action Settlement (“Class Notice”) provide that Class Counsel will seek an award of up to 35% of the Maximum Settlement Amount. However, Class Counsel only seeks attorneys’ fees equal to one-third of the Maximum Settlement Amount.

² Settlement Agreement, § 2.3. “Class Period” is defined as the period of time from May 1, 2018 through April 26, 2023. *See id.*, § 2.5.

³ Applying a modest multiplier of 2.23, the total enhanced lodestar fees are \$821,353.60, and Class Counsel seeks an attorneys’ fees award of \$819,666.67 (equal to 1/3 of the Maximum Settlement Amount).

Plaintiff moves for final approval of the Service Payment in the amount of \$5,000.00, to compensate Plaintiff for the time and effort that she expended spearheading this lawsuit on behalf of the Class, PAGA Members, and the State of California. Plaintiff also moves for final approval of the payment to the Settlement Administrator in the amount of \$14,500.00 for Settlement Administration Costs.

The requests for Attorneys' Fees and Costs, Service Payment, Settlement Administration Costs, and allocation for the PAGA Allocation were fully disclosed in the Notice of Class Action Settlement ("Class Notice") that was mailed to the Class Members. Most importantly, as of the date of this Motion, *not a single Class Member has objected to any aspect of the Settlement, including the requested Attorneys' Fees and Costs, Service Payment, Settlement Administration Costs, or allocation for PAGA Allocation.*

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

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

II. PROCEDURAL HISTORY AND FACTUAL BACKGROUND

Defendant AmerisourceBergen Drug Corporation ("Defendant") provides pharmaceutical products and distributes prescription drugs, health and beauty, home healthcare, proprietary drugs, and general merchandise products. Defendant was formed in Delaware and is headquartered in Pennsylvania. Plaintiff Jeannette Salazar is a former employee of Defendant.

On May 18, 2021, former plaintiff Sarah Andrews (“Former Plaintiff Andrews”) filed a Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et seq. (“Original Complaint”) against Defendant in the California Superior Court, County of Sacramento, captioned *Sarah Andrews v. AmerisourceBergen Drug Corporation*, Sacramento Superior Court Case No. 34-20221000301017-CU-OE-GD. The Original Complaint alleged a single cause of action for civil penalties Under PAGA on behalf of herself and other allegedly similarly aggrieved employees for alleged violations of the California Labor Code and applicable Industrial Welfare Commission Wage Orders.

On July 1, 2021, Defendant filed its Answer to the Original Complaint, which included general denial and affirmative defenses.

On February 3, 2022, Former Plaintiff Andrews propounded multiple sets of discovery including Requests for Production of Documents, (Set One); Special Interrogatories, (Set One & Two); and Form Interrogatories, (Set One), on Defendant, and noticed the deposition of Defendant’s person most knowledgeable regarding job duties and organizational structure of Defendant.

On April 18, 2023, Plaintiff Jeannette Salazar provided written notice by online submission to the LWDA and by certified mail to Defendant of the specific provisions of the California Labor Code that were alleged to be violated (“LWDA Notice.”).

On August 16, 2023, Plaintiff and Former Plaintiff Andrews filed an Amended Class Action Complaint for Damages and Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et. Seq. (“Operative Complaint”), adding class claims based on the facts pled in the Original Complaint and LWDA Notice, adding Plaintiff Jeannette Salazar, and dismissing Former Plaintiff Andrews.

Plaintiff’s core allegation is that Defendant has violated the California Labor Code by engaging in a uniform practice and procedure, with respect to Plaintiff, the Class Members, and PAGA Members of, *inter alia*, failing to pay all overtime and minimum wages, failing to provide compliant meal and rest periods and associated premium pay, failure to pay reporting time pay, failing to timely pay wages during employment and upon termination of employment, including

1 minimum wages, straight time wages, overtime wages, wages for vested vacation time, and
2 premium pay, failure to include all remuneration into the calculation of the regular rate of pay,
3 failing to provide compliant wage statements, failing to maintain requisite payroll records, and
4 failing to reimburse necessary business-related expenses, and thereby engaged in unfair business
5 practices in violation of California Business and Professions Code section 17200, *et seq.*; and
6 17203 based on the aforementioned, violations of the California Labor Code based on the
7 aforementioned, but not limited to California Labor Code sections 201, 202, 203, 204, 210,
8 218.6, 226, 226.3, 226.7, 510, 512, 551, 552, 1174, 1194, 1194.2, 1197, 1197.1, 1198, 1199,
9 2800, 2802, and 2810.5, and violations of the Industrial Welfare Commission Wage Orders,
10 including, Industrial Wage Orders 1-2001, 4-2001, and 7-2001, and conduct that gives rise to
11 civil penalties recoverable under the Private Attorneys General Act of 2004 (California Labor
12 Code sections 2698, *et seq.*). Plaintiff contends that she, and the Class Members, and PAGA
13 Members are entitled to, *inter alia*, unpaid wages, penalties (including and not limited to,
14 penalties pursuant to PAGA), and attorneys' fees.

15 Defendant has denied, and continues to deny, any liability and wrongdoing of any kind
16 associated with any of the allegations in the Action, and further denies that the Action is
17 appropriate for class treatment or representative adjudication for any purpose other than for
18 settlement purposes only.

19 The Parties have actively litigated the Action since it was commenced on May 18, 2021.
20 On November 8, 2022, the Parties participated in a formal, full-day mediation conducted by
21 Mark S. Rudy, Esq., a well-regarded mediator experienced in mediating complex labor and
22 employment matters. With the aid of the mediator's evaluation, the Parties ultimately reached
23 the Settlement described herein to resolve the Action in its entirety.

24 On September 7, 2023, Plaintiff filed a Motion for Preliminary Approval of Class Action
25 Settlement ("Motion for Preliminary Approval") and supporting documents. On October 3, 2023,
26 the Court entered an Order Granting Plaintiff's Motion for Preliminary Approval of Class
27 Action Settlement ("Preliminary Approval Order"), thereby preliminarily approving the terms
28

of the Settlement, the Class Notice, and the proposed administration procedures and associated deadlines.

Plaintiff now moves for final approval of the Settlement, Attorneys' Fees and Costs, Service Payment, Settlement Administration Costs, and allocation for PAGA Allocation.

III. SUMMARY OF THE SETTLEMENT TERMS AND PLAN OF DISTRIBUTION

Under the terms of the Settlement Agreement, Defendant has agreed to pay a Maximum Settlement Amount (\$2,459,000.00) on a non-reversionary basis.⁴ Subject to approval by the Court, the Net Settlement Amount will be calculated by deducting the following amounts from the Maximum Settlement Amount: (1) Attorneys' Fees and Costs, consisting of attorneys' fees in the amount of \$819,666.67 and reimbursement of litigation costs and expenses in the amount of \$15,966.54 to Class Counsel; (2) Service Payment in the amount of \$5,000.00 to Plaintiff Jeannette Salazar; (3) Settlement Administration Costs in the amount of \$14,500.00 to Phoenix; (4) Defendant's share of payroll taxes with respect to the wage portion of the Individual Settlement Shares estimated to be \$64,419.10; and (5) the amount of \$250,000.00 allocated to penalties under the Private Attorneys General Act ("PAGA"), of which 75% (i.e., \$187,500.00) will be distributed to the Labor and Workforce Development Agency ("LWDA") and 25% (i.e., \$62,500.00) will be distributed on a *pro rata* basis to all current and former non-exempt employees employed by Defendant within the State of California at any time during the PAGA Period ("PAGA Members").⁵ The Net Settlement Amount, which is estimated to be \$1,288,947.69, will be distributed in accordance with the Settlement Agreement, and there is no reversion to Defendant.⁶

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⁴ Settlement Agreement, §§ 2.24 & 7.2.

⁵ *Id.*, §§ 2.31, 2.32, & 7.71. "PAGA Period" is defined as the period of time from November 6, 2019 through April 26, 2023. *See id.* § 2.34.

⁶ This amount is higher than the amount stated in Paragraph 11 of the accompanying Declaration of Yami Burns Regarding Notice and Settlement Administration ("Phoenix Declaration" or "Phoenix Decl.") because the Settlement Administrator's calculation assumes that Class Counsel will obtain litigation costs and expenses in the maximum amount of \$18,000.00 and attorneys' fee's equal to 35% of the Maximum Settlement Amount, which are allocated under the Settlement. However, Class Counsel seeks the amount of only \$15,966.54 for reimbursement of litigation costs and expenses (and the difference of \$2,033.46 will remain part of the Net Settlement Amount) and only one-third of the Maximum Settlement Amount in Attorneys' Fees.

The Settlement Administrator will calculate each Settlement Class Member's (i.e., Class Members who did not timely opt out of the Class Settlement) share of the Net Settlement Amount ("Individual Settlement Share"), as follows:

- a. The Settlement Administrator will calculate each Settlement Class Member's number of Eligible Workweeks and the total aggregate number of Eligible Workweeks of all Settlement Class Members.⁷
- b. The Settlement Administrator will divide the Net Settlement Amount by the total number of Eligible Workweeks of all Settlement Class Members to yield the "total number of Eligible Workweeks," and multiply each Settlement Class Member's individual number of Eligible Workweeks by the total number of Eligible Workweeks to yield his or her Individual Settlement Share.⁸

The Settlement Administrator will calculate each PAGA Member's *pro rata* share of the 25% share of the PAGA Allocation ("Individual PAGA Payment"), in accordance with the Settlement Agreement and as follows:

- a. The Settlement Administrator will divide the PAGA Member Amount, i.e., 25% of the PAGA Allocation, by the total number of Eligible Pay Periods of all PAGA Members, and multiply it by each PAGA Member's individual number of Eligible Pay Period during the PAGA Periods.⁹

Class Members had sixty (60) calendar days after the initial mailing of the Class Notice to Class Members to dispute the number of Eligible Workweeks and/or Eligible Pay Periods credited to each of them, opt out of the Class Settlement, and/or object to the Class Settlement ("Response Deadline").¹⁰ The Response Deadline was January 2, 2024.¹¹ As of this date, the Settlement Administrator has received one (1) written requests for exclusion from the Class Settlement ("Requests for Exclusion") and zero (0) written objections to the Class Settlement ("Objections") from Class Members.¹²

Each Individual Settlement Share will be allocated as thirty-three and one third percent (33.33%) wages (the "wage portion"), which will be reported on an IRS Form W-2; and the remaining sixty-six and one sixth percent (66.66%) penalties, interest, and other non-wage damages, which will be reported on an IRS Form 1099 (if applicable).¹³ The Settlement

⁷ Settlement Agreement, § 2.13.

⁸ *Id.*, § 7.6.2.

⁹ *Id.*, § 7.72.

¹⁰ *Id.*, § 2.42.

¹¹ Phoenix Decl., ¶¶ 7-9 & Exh. A.

¹² *Id.*, ¶¶ 7 & 8.

¹³ Settlement Agreement, § 7.6.3.

Administrator will withhold the employee's share of taxes and withholdings with respect to the wages portion of the Individual Settlement Shares, and issue checks to Settlement Class Members for their Individual Settlement Payments (i.e., payment of their Individual Settlement Share net of these taxes and withholdings).¹⁴

Each individual Settlement Payment check issued to Settlement Class Members and the Individual PAGA Payment check issued to the PAGA Members will be valid and negotiable for one hundred eighty (180) calendar days from the date of issuance.¹⁵ Individual Settlement Payment checks and Individual PAGA Payment checks that are not negotiated within the 180-day period will be cancelled.¹⁶ The funds from associated with such cancelled checks will be transmitted by the Settlement Administrator after the expiration of the 180-day period, and sent to the State Controller's Office, Unclaimed Property Division, in the name of the Settlement Class Member and/or PAGA Member whose check is cancelled and in the respective amount of the cancelled check.¹⁷

IV. THE SETTLEMENT ADMINISTRATION PROCESS

The Court-appointed Settlement Administrator, Phoenix, has taken all necessary steps to effectuate the notice and settlement administration process, as set forth in the Court's October 3, 2023 Preliminary Approval Order.

On November 2, 2023, Phoenix received a mailing list from Defendant's counsel that contained each Class Member's (1) full name; (2) last-known mailing address; (3) last known telephone number; (4) Social Security number and start and end dates of employment as hourly and/or non-exempt employee for Defendant for each Class Member (collectively, "Database").¹⁸

The Database contained information for one thousand four hundred seventy-three (1,473) individuals identified as Class Members.¹⁹ Phoenix processed the names and addresses through the National Change of Address Database ("NCOA") and updated the Database with any

¹⁴ Settlement Agreement, §7.6.3.

¹⁵ *Id.*, § 8.4.3.

¹⁶ *Ibid.*

¹⁷ *Ibid.*

¹⁸ Phoenix Decl., ¶ 3.

¹⁹ *Ibid.*

updated addresses located.²⁰

On October 20, 2023, Phoenix mailed the Class Notice via first class mail to 1,473 individuals identified as Class Members in the Database.²¹

No Class Notices remain undeliverable.²²

The Settlement Administrator has received zero (0) Objections and one (1) Request for Exclusion from Class Members.²³

To date, there are one thousand four hundred seventy-two (1,472) Class Members who did not submit a timely and valid Request for Exclusion, and are therefore, deemed to be Settlement Class Members.²⁴ Pursuant to the terms of the Settlement, the Net Settlement Amount of approximately \$1,288,947.69 will be distributed to Settlement Class Members in accordance with the terms of the Settlement.²⁵ The highest Individual Settlement Share is currently estimated to be at least \$3,279.73 and the average Individual Settlement Share is currently estimated to be at least \$846.42.²⁶ The highest Individual PAGA Payment is currently estimated to be at least \$160.09, and the average Individual PAGA Payment is currently estimated to be at least \$42.43.²⁷

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

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

the strength of plaintiffs' case, the risk, expense, complexity and likely duration of further litigation, the risk of maintaining class action status through trial, the

²⁰ Phoenix Decl., ¶ 4.

²¹ *Id.*, ¶ 5.

²² *Id.*, ¶ 6.

²³ *Id.*, ¶¶ 7 & 8.

²⁴ *Id.*, ¶ 10.

²⁵ *Id.*, ¶ 11; see n.6, *supra*.

²⁶ *Id.*, ¶ 12. The actual average and highest Individual Settlement Share will be larger than the amounts stated in the Phoenix Declaration because the Net Settlement Amount is larger due to Class Counsel's request for reimbursement of litigation costs and expenses in an amount that is less than \$18,000.00 and attorneys' fees less than 35% of the Maximum Settlement Amount (the difference between the amount sought and the amount authorized under the Settlement will be part of the Net Settlement Amount). See n.6, *supra*.

²⁷ *Id.*, ¶ 13.

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 May 18, 2021. Counsel for the parties used the pre-mediation time period to investigate the veracity, strength, and scope

1 of the claims, and also to prepare the matter for class certification and trial.²⁸ The parties
2 conducted extensive formal and informal discovery and investigation into the facts of the case,
3 and also informally exchanged information, documents, and data in preparation for mediation.²⁹
4 Class Counsel also had the opportunity to interview and obtain information from Former
5 Plaintiff Andrews Plaintiff, Plaintiff, and Class Members, including and not limited to the names
6 of potential witnesses, and reviewed and analyzed a large volume of documents and data
7 obtained from Defendant, Former Plaintiff Andrews, Plaintiff, and other sources.³⁰ The
8 information, documents, and data reviewed and analyzed by Class Counsel included, and were
9 not limited to, employment records of Former Plaintiff Andrews, Plaintiff and other Class
10 Members, a detailed sampling of Class Members' time and pay data, including Timesheets,
11 Payroll Records, Earning Statements, Defendant's Employee Handbook, company policy
12 acknowledgements, internal memoranda, job descriptions, new hire orientation checklists, and
13 operations and employment practices, forms, procedures, and policies (including but not limited
14 to Wage and Salary Administration Policy, Attendance Policy, Standards of Performance and
15 Conduct, and Information Technology Policy), among other information, data, and documents.³¹
16 Class Counsel researched applicable law, developed damages, penalties, and valuation models in
17 preparation for mediation, and met and conferred with Defendant's counsel on numerous
18 occasions, e.g., to discuss issues relating to the case management, formal and informal discovery,
19 and production of documents and data in the course of litigation and in connection to mediation
20 and settlement negotiations.³²

21 After conducting significant informal discovery and investigation into the facts of the
22 case, the parties participated in a formal, full-day mediation conducted by Mark S. Rudy, Esq., a
23 well-regarded mediator experienced in mediating complex labor and employment matters.³³ In
24 the course of litigation and in connection with mediation and settlement discussions, the parties
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26 ²⁸ Declaration of Joanna Ghosh ("Ghosh Decl."), ¶ 6.

27 ²⁹ Ibid.

28 ³⁰ Ibid.

³¹ Ibid.

³² Ibid.

³³ *Id.*, ¶ 8.

1 exchanged information and data, and discussed various aspects of the case, including and not
2 limited to, the risks and delays of further litigation, the risks and expenses to the parties of
3 proceeding with class certification and trial, the law relating to class certification, off-the-clock
4 theory, meal and rest periods, non-discretionary bonus/shift differential/incentive pay, regular
5 rate of pay, wage-and-hour enforcement, business expense reimbursement, PAGA representative
6 claims, the evidence produced and analyzed, and the possibility of appeals, among other things.³⁴
7 During all settlement discussions, the parties conducted their negotiations at arm's length in an
8 adversarial position.³⁵ Arriving at a settlement that was acceptable to the parties was not easy.³⁶
9 Defendant and its counsel felt very strongly about Defendant's ability to prevail on the merits
10 and to obtain a denial of class certification, while Plaintiff and Class Counsel believed that class
11 certification would be obtained and Plaintiff would prevail at trial.³⁷ After conducting significant
12 informal discovery and investigations, extensive settlement negotiations, and with the aid of the
13 mediator's evaluation, the parties agreed that the matter was well-suited for settlement given the
14 legal issues relating to Plaintiff's principal claims, as well as the costs and risks to the parties that
15 would attend further litigation.³⁸

16 The Settlement takes into account the strengths and weaknesses of each side's position
17 and the uncertainty of how the case might have concluded at certification, trial, and/or appeals.
18 Class Counsel interviewed, and obtained information from Former Plaintiff Andrews, Plaintiff,
19 and other Class Members.³⁹ Class Counsel also reviewed and analyzed a large volume of
20 documents obtained from Defendant, Former Plaintiff Andrews, Plaintiff, and other sources, and
21 performed significant research into the applicable law, which is constantly evolving as it relates
22 to class certification, off-the-clock theory, meal and rest periods, non-discretionary bonus/shift
23 differential/incentive pay, regular rate of pay, wage-and-hour enforcement, business expense
24 reimbursement PAGA representative actions, wage-and-hour enforcement, Plaintiff's claims and
25

26 ³⁴ Ghosh Decl., ¶ 8.

27 ³⁵ Ibid.

28 ³⁶ Ibid.

³⁷ Ibid.

³⁸ Ibid.

³⁹ *Id.*, ¶ 6.

damages, and Defendant's defenses, as well as facts discovered.⁴⁰ The Settlement was based on this large volume of facts, evidence, and investigation.⁴¹ Additionally, Class Counsel has extensive experience in handling complex wage-and-hour matters, including significant experience in employment class and representative action litigation.⁴²

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

The Settlement, which provides for a Maximum Settlement Amount of \$2,459,000.00, represents a fair, adequate, and reasonable resolution of the case, given the risks inherent in litigating class claims through certification proceedings, trial, and/or appeals.⁴³ The Settlement was calculated using information and data uncovered through extensive case investigation, extensive informal discovery, and the exchange of information in the context of mediation and settlement negotiations.⁴⁴ 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. Defendant would have likely argued again at trial, if any, that Plaintiff's claims were not appropriate for class-wide adjudication. On the other hand, Defendant also faced the risk of the Court certifying a class and allowing a jury to decide Plaintiff's claims on a class-wide basis. Additionally, preparation for trial would have been expensive for all parties.

It is preferable to reach an early resolution of a dispute because such resolutions save time and money that would otherwise go to litigation. If this matter had settled after further litigation, the settlement amount would have taken into account the additional costs incurred, and there might have been less money available for Class Members after all was said and done. This is not just an abstract contention. The risks and expenses of further litigation outweighed any benefit that might have been gained otherwise. These risks of further litigation include a

⁴⁰ Ghosh Decl., ¶ 6

⁴¹ *Id.*, ¶¶ 6 & 8.

⁴² *Id.*, ¶¶ 13-18.

⁴³ *Id.*, ¶¶ 8 & 21.

⁴⁴ *Id.*, ¶¶ 5-8.

determination that the claims were unsuitable for class treatment, failure to obtain certification, class de-certification after certification of a class, allowing a jury to decide the claims asserted in the case, and the real possibility of no recovery after years of litigation. Additionally, the parties were moving into the phase of the litigation where they would have to conduct a significant amount of discovery, including and not limited to, depositions of Defendant's Person Most Knowledgeable designees, expert witnesses, and percipient witnesses, such as managers, supervisors, and other current and former employees throughout the State of California. Formal discovery would have certainly arisen, which would have cost the parties additional time and money. In contrast, the Settlement provides real and significant benefits for the Class here and now, while avoiding the further expenses, risks, and delay of prolonged litigation with only the possibility of recovery.

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

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

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

Even after deducting attorneys' fees in the amount of \$819,666.67, litigation costs and expenses in the amount of \$15,966.54, Service Payment in the amount of \$5,000.00, Settlement Administration Costs in the amount of \$14,500.00, Defendant's share of payroll taxes with

respect to the wage portion of the Individual Settlement Shares estimated to be \$64,419.10, and PAGA Allocation in the amount of \$250,000.00 from the Maximum Settlement Amount of \$2,459,000.00, the Net Settlement Amount is currently estimated to be \$1,288,947.69.⁴⁵ Under the Settlement Agreement, the Maximum Settlement Amount will be fully paid out without any reversion to Defendant, in accordance with the terms of the Settlement. As discussed in Section III, *supra*, each Settlement Class Member will be paid a *pro rata* share of the Net Settlement Amount, based on the number of Workweeks during the Class Period credited to him or her and each PAGA Member will be paid a *pro rata* share of the twenty-five percent share of the PAGA Allocation, based on the number of Workweeks during the PAGA Period credited to him or her. To date, there are 1,472 Settlement Class Members, representing 99.93% of the Class Members.⁴⁶ The highest Individual Settlement Share to a Settlement Class Member is currently estimated to be at least \$3,279.73 and the average Individual Settlement Share is currently estimated to be at least \$846.42.⁴⁷ The highest Individual PAGA Payment is currently estimated to be at least \$160.09, and the average Individual PAGA Payment is currently estimated to be at least \$42.43.⁴⁸ These are significant individual recoveries, particularly in light of the risks of litigation.

At the final approval stage, “[a]n allocation formula need only have a reasonable, rational basis [to warrant approval], particularly if recommended by experienced and competent class counsel.” *In re American Bank Note Holographics, Inc., Securities Litigation* (S.D.N.Y. 2001) 127 F.Supp.2d 418, 429-30. The *pro rata* allocation here is a fair and reasonable way to distribute the Net Settlement Amount. In light of the above considerations, Class Counsel believes that the Settlement as a whole is fair, reasonable, and adequate, and in the best interest of the Class Members.⁴⁹ Although the recommendations of Class Counsel are not conclusive, the Court can properly take the recommendations into account, particularly if Class Counsel appears to be competent, has experience with this type of litigation, and significant discovery and

⁴⁵ Phoenix Decl., ¶ 11; see n.6, *supra*.

⁴⁶ *Id.*, ¶ 10.

⁴⁷ *Id.*, ¶ 12; see n.26, *supra*.

⁴⁸ *Id.*, ¶ 13.

⁴⁹ Ghosh Decl., ¶ 21.

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 and representative action law and complex wage-and-hour litigation.⁵⁰ Lawyers *for* Justice, PC has been appointed class counsel in numerous complex wage-and-hour cases, and has recovered millions of dollars for individuals in California.⁵¹ Both parties' counsel were capable of assessing the strengths and weaknesses of the 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 the Settlement.*⁵² Specifically, no objections have been made as to the Maximum Settlement Amount or requested Attorneys' Fees and Costs, Service Payment, Settlement Administration Costs, or the allocation for PAGA Allocation. 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).

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.

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⁵⁰ Ghosh Decl., ¶¶ 13-18.

⁵¹ *Ibid.*

⁵² Phoenix Decl., ¶ 8.

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 her 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, 34.⁵³ The purpose of this equitable doctrine is to spread litigation costs proportionally among all the beneficiaries so that the active beneficiary does not bear the entire burden alone. *See Vincent, supra*, 557 F.2d at 769.

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

⁵³ The California Supreme Court has urged trial courts to consider class action federal authority. *Green v. Obledo* (1981) 29 Cal.3d 126, 146; *Vasquez v. Superior Court* (1971) 4 Cal.3d 800, 821.

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 Maximum Settlement Amount of \$2,459,000.00 on a non-reversionary basis. The requested attorneys' fees are one third (1/3) of the Maximum Settlement Amount. 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 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 one third (1/3) of the recovery.⁵⁴

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 *Winslow v. Harold G. Ferguson Corp.*, the California Supreme Court expressly held that “it is equitable that [the attorney's] compensation and expenses should come from the entire fund saved for all classes concerned before it is distributed.” *Winslow v. Harold G. Ferguson Corp.* (1944) 25 Cal.2d 274, 284. Likewise, *Lealao* expressly held that a percentage-based fee “may be

⁵⁴ Ghosh Decl., ¶ 9.

1 calculated on the basis of the total fund made available rather than the actual payments made to
2 the class.” *Lealao, supra*, 82 Cal.App.4th at 51; *see also Boeing, supra*, 444 U.S. at 478 (“a
3 litigant or a lawyer who recovers” a settlement “for the benefit of persons other than himself or
4 her client is entitled to a reasonable attorneys’ fee from the fund as a whole”).

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

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

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

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

26 Each and every one of these factors favors the attorneys’ fees sought here; however,
27 some of the most relevant factors to this Court’s fee determination will be addressed herein. The
28 award of attorneys’ fees in the amount of \$819,666.67 (which is 35% of the Maximum

Settlement Amount) is commensurate with the time, effort, and expense dedicated to the case, the contingent nature of Class Counsel's fee and the risks taken in commencing the case, the skill and determination required, the results that Class Counsel has achieved, and the value of the settlement that Class Counsel has obtained for the Class Members.

1. Time & Labor.

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

As outlined in the Declaration of Joanna Ghosh, Class Counsel has fully and actively participated in litigation of this case.⁵⁶ Prior to commencing the lawsuit, Class Counsel had conducted a significant amount of investigation into the factual and legal issues, Defendant's business, and its operations and employment policies, practices, and procedures.⁵⁷ During the litigation of the action, Class Counsel interviewed Plaintiff and other Class Members; reviewed and analyzed a large volume of information, documents, and data obtained from Defendant, Plaintiff, and other sources; and prepared liability, damages, and penalties valuation calculations.⁵⁸ Class Counsel also met and conferred with Defendant's counsel over the issues relating to pleadings, case management, informal discovery, and production of documents and data, among other things; engaged in extensive settlement negotiations with Defendant's counsel; and prepared for and attended court proceedings, mediation, and settlement negotiations. Other work performed by Class Counsel included, and was not limited to, case strategy and analysis; drafting, reviewing, and revising pleadings, the mediation brief, and settlement approval motion papers; preparing and appearing for court proceedings, among other tasks.⁵⁹

⁵⁵ Ghosh Decl., ¶¶ 13-18.

⁵⁶ *Id.*, Exh. A.

⁵⁷ *Id.*, ¶ 6 & Exh. A.

⁵⁸ *Id.*, ¶ 6.

⁵⁹ *Ibid.*

Class Counsel has dedicated staffing and monetary resources necessary to prosecute this matter diligently and with maximum efficiency and has fully and actively participated in the litigation process. The Task and Time Chart, which is attached as EXHIBIT A to the accompanying Declaration of Joanna Ghosh, sets forth in detail the hours that Class Counsel has spent performing tasks on behalf of Plaintiff and the Class.⁶⁰ The Task and Time Chart is thorough and comprehensive, and was prepared so that the Court can peruse it without having to set forth each and every task in the body of this Motion. The Court is respectfully referred to the chart, which sets forth the history of the work performed by Class Counsel, commencing with the pre-filing analysis and research, and continuing up to settlement and final approval. Class Counsel has spent 460.40 hours performing tasks and to obtain a significant recovery on behalf of Plaintiff and the Class.⁶¹ These hours were required to bring this matter to its successful conclusion. In light of the value of time expended and the carrying of costs involved in litigating this case, the requested attorneys' fees are fair, adequate, and reasonable.

2. The Skill Required to Perform Legal Services Properly.

The skill required to properly litigate the case is evident not only in the results achieved, but in the steps necessary to reach the same. Defendant retained well-respected counsel to represent its defenses. More specifically, Defendant and its counsel felt very strongly about Defendant's ability to obtain a denial of certification and to prevail on the merits. 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 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 Joanna Ghosh, Class Counsel used its extensive experience in the handling of class actions and complex wage-and-hour litigation matters in order to obtain the Settlement with maximum efficiency.⁶²

⁶⁰ Ghosh Decl., Exh. A.

⁶¹ Ibid.

⁶² *Id.*, ¶¶ 13-18.

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

2 The Settlement represents an excellent resolution of the action, given the risks inherent in
3 litigating the case through certification proceedings, trial, and/or appeals. Had the case not
4 settled, Defendant would have vigorously challenged certifiability, manageability of
5 representative adjudication, and liability. Defendant, however, faced risks if the Court certified a
6 class and allowed a jury to decide the claims. Additionally, preparing the case for trial would
7 have been expensive for the parties.

8 The Settlement at this stage is preferred over continued litigation because such
9 resolutions save time and money that would otherwise go to litigation. The risks and expenses of
10 further litigation outweighed any benefit that might have been gained otherwise. The Settlement
11 provides an immediate recovery, as opposed to an uncertain result in the future after prolonged
12 litigation involving expert discovery, trial preparation, class certification proceedings, and
13 appellate review of those proceedings. The Settlement offers present relief and/or recovery to
14 Settlement Class Members while avoiding the further expense, risk, and delay in obtaining
15 possible recovery at an unknown time in the future.

16 As a result of this litigation and extensive settlement negotiations, Defendant agreed to
17 pay a Maximum Settlement Amount of \$2,459,000.00 to settle the matter. After deducting the
18 attorneys' fees (\$819,666.67), litigation costs and expenses (\$15,966.54), Service Payment
19 (\$5,000.00), Settlement Administration Costs (\$14,500.00), Defendant's share of payroll taxes
20 with respect to the wage portion of the Individual Settlement Shares estimated to be \$64,419.10,
21 and the PAGA Allocation (\$250,000.00) from the Maximum Settlement Amount, it is currently
22 estimated that the Net Settlement Amount is approximately \$1,288,947.69.⁶³ The Net Settlement
23 Amount will be fully distributed in accordance with the terms of the Settlement. The highest
24 Individual Settlement Share to a Settlement Class Member is currently estimated to be at least
25 \$3,279.73 and the average Individual Settlement Share is currently estimated to be at least
26 \$846.42.⁶⁴ The highest Individual PAGA Payment is currently estimated to be at least \$160.09,

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28 ⁶³ Phoenix Decl., ¶ 11; see n.6, *supra*.

⁶⁴ *Id.*, ¶ 12; see n.26, *supra*.

1 and the average Individual PAGA Payment is currently estimated to be at least \$42.43.⁶⁵ The
2 Settlement offers significant monetary relief to the Settlement Class Members, the State of
3 California, and PAGA Members.

4 **4. Whether the Fee Is Fixed or Contingent.**

5 Plaintiff entered into a contingency fee agreement with Class Counsel, and the
6 representation of the Class provided by Class Counsel has been wholly contingent. Class
7 Counsel took on the case without knowing whether any recovery would be obtained. Class
8 Counsel has invested 460.40 hours of time to obtain relief on behalf of Plaintiff and the Class.⁶⁶
9 Class Counsel has also incurred litigation costs and expenses in the amount of \$15,966.54.⁶⁷

10 Class Counsel has borne all of the risks and costs of litigation and will not receive any
11 compensation until recovery is obtained.⁶⁸ Class Counsel is well-experienced in wage-and-hour
12 class action and complex litigation and used that experience to obtain a great result.⁶⁹ The skill
13 and determination that Class Counsel has shown, along with the results obtained, justify the
14 requested attorneys' fees. Considering the amounts requested, the work performed, and the risks
15 incurred, the requested fees and costs are reasonable and should be awarded.

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

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

25 *Cates v. Chiang* (2013) 213 Cal.App.4th 791, 823 (internal quotes and citations omitted). Class
26 Counsel litigated the case on a contingent basis with all of the concomitant risk factors inherent
27 in such an uncertain undertaking. Had Class Counsel not been successful, the time that Class
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⁶⁵ Phoenix Decl., ¶ 13.

⁶⁶ Ghosh Decl., ¶ 11, Exh. A.

⁶⁷ See Part VII, *infra*.

⁶⁸ Ghosh Decl., ¶ 19.

⁶⁹ See *id.*, ¶¶ 13-18.

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

5. The Amount Involved and the Results Achieved.

The results achieved, in light of the difficulties inherent in similar cases and the specific difficulties faced in this matter, are considerable. The Settlement has yielded a positive response from the Class Members—no Class Members objected to the Settlement.⁷⁰

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

Here, the results achieved and obtained on behalf of Plaintiff and the Class are reasonable in light of the risks inherent in further litigating this matter. Class Counsel’s efforts have resulted in a settlement that provides for a Maximum Settlement Amount of \$2,459,000.00.⁷¹ The Maximum Settlement Amount will be fully paid out, in accordance with the terms of the Settlement Agreement. The highest Individual Settlement Share to a Settlement Class Member is currently estimated to be at least \$3,279.73 and the average Individual Settlement Share is currently estimated to be at least \$846.42.⁷² The highest Individual PAGA Payment is currently estimated to be at least \$160.09, and the average Individual PAGA Payment is currently estimated to be at least \$42.43.⁷³

6. The Reputation and Ability of the Attorneys.

Lawyers for Justice, PC is a recognized class action law firm that employed its attorneys’ knowledge, skills, and experience in bringing this case to a successful conclusion. Class Counsel has years of complex and class action litigation experience, has recovered millions of dollars on

⁷⁰ Phoenix Decl., ¶ 8.

⁷¹ Ghosh Decl., ¶¶ 5-8.

⁷² Phoenix Decl., ¶ 12; see n.26, *supra*.

⁷³ *Id.*, ¶ 13.

1 behalf of thousands of individuals in California, and has successfully handled numerous
2 significant wage-and-hour class action and complex cases.⁷⁴

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

6 While the percentage-of-the-benefit approach is endorsed as the better approximation of
7 the workings of the marketplace than the lodestar approach, courts may also use the lodestar
8 method to “cross-check” the results of the other. See *Laffitte, supra*, 1 Cal.5th at 505 (explaining
9 that “[a] lodestar cross-check is simply a quantitative method for bringing a measure of the time
10 spent by counsel into the trial court’s reasonableness determination”); see also, e.g., *Vizcaino*,
11 290 F.3d at 1050 (“[W]hile the primary basis of the fee award remains the percentage method,
12 the lodestar may provide a useful perspective on the reasonableness of a given percentage
13 award.”). Importantly, “the lodestar calculation . . . does not override the trial court’s primary
14 determination of the fee as a percentage” of the settlement amount and “does not impose an
15 absolute maximum or minimum on the potential fee award.” *Laffitte, supra*, 1 Cal.5th at 505.

16 The lodestar is calculated based on reasonable hours at reasonable prevailing hourly rates
17 for the attorneys. *Ketchum, supra*, 24 Cal.4th at 1131-32. Under California law, counsel is
18 entitled to compensation for every hour reasonably spent on the matter. *Id.* at 1133.

19 **1. *The Number of Hours Spent on the Litigation was Reasonable.***

20 The reasonableness of hours is assessed by “the entire course of the litigation, including
21 pretrial matters, settlement negotiations, discovery, litigation tactics, and the trial itself[.]” *Vo v.*
22 *Las Virgenes Municipal Water Dist.* (2000) 79 Cal.App.4th 440, 447.

23 As discussed above, the case was highly contested and required a significant amount of
24 time and labor. Defendant made it clear very early on that it disputed all of the allegations of the
25 case and disputed that the matter was appropriate for class treatment. Defendant raised
26 affirmative defenses and denied liability, and the pursuit of this matter involved gathering and
27 analyzing data not only from Defendant but also from the Class Members. The handling of the

28 ⁷⁴ Ghosh Decl., ¶¶ 13-18.

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 and representative 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, information, and data to strategize the action and to prepare for and attend mediation and engage in settlement discussions.

As discussed above in Part VII.C.1, *infra*, attached to the Declaration of Joanna Ghosh 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.⁷⁵ The chart demonstrates that Class Counsel has spent a total of 460.40 hours litigating the case and finalizing the Settlement.⁷⁶ In light of the facts and circumstances of the case, as well as the results that Class Counsel has achieved on behalf of Plaintiff and the Class Members, Class Counsel has spent a reasonable number of hours on this matter. In addition, Class Counsel will continue to perform work on this matter through the date of final approval and in connection with the implementation of the Settlement.

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⁷⁵ See Ghosh Decl., Exh. A.

⁷⁶ Ghosh Decl., ¶ 11.

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

3 Both California and federal courts recognize that attorneys should be compensated for
4 providing representation on a contingency basis and for taking on the risks associated with said
5 representation, as well as being provided with financial incentives to enforce important rights
6 and protections like those at issue in this action. See *Ketchum, supra*, 24 Cal.4th at 1132-33. In
7 awarding attorneys’ fees, the aim is to mirror “the established practice in the private legal market
8 of rewarding attorneys for taking the risk of nonpayment by paying them a premium over their
9 normal hourly rates for winning contingency cases.” See *id.*

10 Class Counsel has been actively involved in this case, prior to its commencement and all
11 the way up to the present, and Class Counsel’s dedication to providing representation in this
12 matter has precluded other employment. Here, Class Counsel bore the risk that, despite all of its
13 efforts and skills employed, there may be no recovery. Ultimately, Class Counsel was successful
14 in reaching a settlement of \$2,459,000.00.

15 As set forth in the Declaration of Joanna Ghosh, the professional backgrounds and
16 experience of Class Counsel support a reasonable blended hourly rate of compensation of at least
17 \$800 per hour for services provided by Class Counsel.⁷⁷ Lawyers for Justice, PC has been
18 awarded attorneys’ fees, compensating Lawyers for Justice, PC at the blended rate of at least
19 \$800 for legal service performed, by courts of this state.⁷⁸ While the circumstances of every case
20 are unique, the fact remains that the work performed and efforts undertaken by Class Counsel on
21 behalf of the Class Members, PAGA Members, and the State of California justify the requested
22 attorneys’ fees.

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

25 Even when courts have opted to award fees in Total Settlement Amount cases based on
26 time reasonably expended on the action, courts have generally awarded these fees based on the

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28 ⁷⁷ Ghosh Decl., ¶ 12.

⁷⁸ *Ibid.*

1 actual time expended (the lodestar) in conjunction with a multiplier of between 2 and 4. *Kerr v.*
2 *Screen Extras Guild, Inc.* (9th Cir. 1975) 526 F.2d 67. Such a multiplier is warranted in this case.

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

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

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

22 *Ketchum* at 1134.

23 Adjustment of the base lodestar figure to compute an award of attorneys’ fees for a claim
24 under the California Labor Code is appropriate. See *Id.*, at 1135-1136; *Serrano v. Priest* (1977)
25 20 Cal.3d 25, 48-49. “The lodestar is calculated by multiplying the reasonable hours expended
26 by a reasonable hourly rate. The court may then enhance the lodestar with a multiplier, if
27 appropriate.” *Wershba, supra*, 91 Cal.App.4th at 254. In the first stage of the lodestar adjustment
28 method, the trial court determines the reasonable hourly rate of compensation for counsel, which

1 it then multiplies by the number of hours the court finds were reasonably spent preparing the
2 case, to obtain the lodestar figure. *Ketchum, supra*, 24 Cal.4th at 1131-1132. The lodestar figure
3 is the “basic fee for comparable legal services in the community” based upon the “hourly amount
4 to which attorneys of like skill in the area would typically be entitled.” *Id.*, at 1132-1133
5 (quotation marks and citation omitted).

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

15 Most importantly, all services were performed by Class Counsel on a contingent basis.
16 Both California and federal courts recognize that attorneys should be compensated for taking on
17 such contingent risks and provided with financial incentives to enforce important rights and
18 protections like those at issue in the matter at hand. See, e.g., *Vizcaino*, 290 F.3d at 1051;
19 *Ketchum*, 24 Cal. 4th at 1132-33. Here, Class Counsel bore the risk that, despite all of its efforts
20 and the skill employed, there may be no recovery. Therefore, at a minimum, Class Counsel is
21 entitled to a risk multiplier. The results obtained by way of Class Counsel’s efforts are significant
22 here. Class Counsel was successful in achieving substantial results in the form of a settlement of
23 \$2,459,000.00. Also, Class Counsel’s efforts throughout the case demonstrate dedication to the
24 interests of the Class Members.

25 Class Counsel’s application for attorneys’ fees in light of the facts and circumstances
26 surrounding the matter is well within the range of reasonableness. While handling this matter,
27 Class Counsel devoted the hours in legal time summarized above and detailed in the Task and
28

Time Chart, which is attached as EXHIBIT A to the Declaration of Joanna Ghosh.⁷⁹ As the chart indicates, Class Counsel has worked 460.40 hours in the pursuit of this matter. The attorney task and time chart presents the entire picture. Applying a reasonable blended rate of \$800 per hour to 460.40 hours of work performed by Lawyers *for* Justice, PC would place a base lodestar value of \$368,320.00 on Class Counsel's services, and applying a modest multiplier of 2.23, the total enhanced lodestar fees are \$821,353.60.⁸⁰ Class Counsel seeks an attorneys' fee award of \$819,666.67 (equal to 1/3 of the Maximum Settlement Amount). Far greater multipliers have been awarded in similar cases, and the total amount of fees sought by Class Counsel is also reasonable compared to fees awarded in similar cases. Courts routinely enhance lodestar amounts based on multipliers that "range from **2 to 4 or even higher.**" *Wershba*, *supra*, 91 Cal.App.4th at 255 (emphasis added); *see also*, *e.g.*, *Chavez v. Netflix, Inc.* (2008) 162 Cal.App.4th 43, 66 (approving **multiplier of 2.5**); *Vizcaino*, 290 F.3d at 1051 (approving **multiplier of 3.65**); *Wal-Mart Stores, Inc. v. Visa U.S.A., Inc.* (2d Cir. 2005) 396 F.3d 96, 123 (approving **multiplier of 3.5**); *Craft v. County of San Bernardino* (C.D. Cal. 2006) 624 F.Supp.2d 1113, 1125 (awarding **multiplier of 5.2** and referring to other cases with cross-check **multipliers ranging from 4.5 to 19.6**).

The nature of the work performed, skill exercised, and the outcome in this matter—which involves an outstanding monetary recovery involving a **Maximum Settlement Amount of \$2,459,000.00** (with a Net Settlement Amount of **at least \$1,288,947.69 to be paid to Settlement Class Members** with an average payment of approximately \$846.42 per Settlement Class Member, a **payment of \$62,500.00 to PAGA Members** with an average payment of \$42.43 per PAGA Member, and **payment of \$187,500.00 to the State of California**)—support the percentage fee sought and the application of a lodestar multiplier.⁸¹

Therefore, application of a modest multiplier of 2.23 is warranted, and the lodestar as a cross-check to the percentage figure sought herein, strongly supports the reasonableness of the

⁷⁹ Ghosh Decl., Exh. B.

⁸⁰ *Id.*, ¶ 11; *see n.***Error! Bookmark not defined.**, *supra*.

⁸¹ Phoenix Decl., ¶¶ 11-13. *See n.*6 & 26.

requested attorneys' fees award. Plaintiff respectfully requests that the Court grant final approval of, and award, attorneys' fees in the amount of \$819,666.67 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 \$18,000.00. As set forth in the Declaration of Joanna Ghosh, Class Counsel seeks reimbursement of \$15,966.54, in litigation costs and expenses incurred in this matter.⁸² This amount was reasonable and necessary in the prosecution of the case and to obtain the Settlement, and is less than the maximum amount allocated under the Settlement Agreement.⁸³ The cost savings of \$2,033.46 will be part of the Net Settlement Amount, which will be distributed to the Settlement Class Members in accordance with the Settlement.⁸⁴ Accordingly, Plaintiff requests that the Court award litigation costs and expenses in the amount of \$15,966.54 to Class Counsel.

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

As set forth in the accompanying Phoenix Declaration, the total costs incurred and to be incurred by Phoenix for the notice and settlement administration process are \$14,500.00.⁸⁵ The costs incurred and to be incurred include, but are not limited to, expenses for formatting, printing, translating, and mailing the Class Notice to the Class Members; performing skip-trace searches on Class Notices returned as undeliverable; re-mailing the Class 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 Shares and Individual PAGA Payments and preparing the associated tax forms; and transmitting payments, among other things.⁸⁶

⁸² Ghosh Decl., ¶ 19 & Exh. B.

⁸³ Ibid.

⁸⁴ Ibid.

⁸⁵ Phoenix Decl., ¶ 14.

⁸⁶ *Id.*, ¶ 3.

Accordingly, the Court should grant final approval of payment to Phoenix, a necessary third-party for handling of the notice and settlement process, in the amount of \$14,500.00.

IX. THE REQUESTED SERVICE PAYMENT IS FAIR AND REASONABLE, AND SHOULD BE APPROVED.

The Settlement provides for a Service Payment in the amount of \$5,000.00 to Plaintiff Jeannette Salazar to compensate Plaintiff for the time and effort that she expended on behalf of the Class, PAGA Members, and the State of California. The requested Service Payment 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. *Vranken v. Atlantic Richfield Co.* (N.D. Cal. 1995) 901 F.Supp. 294, 299 (approving \$50,000 participation award to a single class representative).

The requested Service Payment is fair and appropriate because Plaintiff spent a substantial amount of time and effort producing relevant documents and past employment records, as well as providing the facts and evidence necessary to attempt to prove the allegations in the case.⁸⁷ Plaintiff was available whenever Class Counsel needed her and actively tried to obtain, and gave, information that would facilitate the pursuit of the case.⁸⁸ Plaintiff spent numerous hours speaking with Class Counsel about her claims, describing her work experiences with Defendant, and gathering and reviewing documents.⁸⁹ These services merit the requested Service Payment to Plaintiff, who has not received any compensation for his efforts on behalf of the Class Members to date.⁹⁰

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⁸⁷ Ghosh Decl., ¶ 20; Declaration of Jeannette Salazar (“Salazar Decl.”), ¶¶ 3-5.

⁸⁸ Ghosh Decl., ¶ 20; Salazar Decl., ¶¶ 3-5.

⁸⁹ Ghosh Decl., ¶ 20; Salazar Decl., ¶¶ 2-6.

⁹⁰ Salazar Decl., ¶ 9.

The requested Service Payment was fully disclosed in the Notice that was mailed to the Class Members. No objections were made with regards to the requested Service Payment. Accordingly, it is appropriate and just for Plaintiff Jeannette Salazar to receive \$5,000.00 as a reasonable Service Payment for her services on behalf of the Class, PAGA Members, and the State of California, in addition to her individual settlement payment.

X. CONCLUSION

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

Dated: February 8, 2024

LAWYERS for JUSTICE, PC

By:



Brian J. St. John
Attorneys for Plaintiff and the Class