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

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

Plaintiff,

vs.

JUPITER, LLC, an unknown business entity;
and DOES 1 through 100, inclusive,

Defendants.

Case No.: RG20084193

Honorable Brad Seligman
Department 23

CLASS ACTION

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

[Declaration of Class Counsel
(Edwin Aiwazian); Declaration of Class
Representative (Juan Juarez Perez);
Declaration of Settlement Administrator
(Lluvia Islas); and [Proposed] Final
Approval Order and Judgment filed
concurrently herewith]

Reservation: A-20084193-001
Date: October 10, 2023
Time: 3:00 p.m.
Department: 23

Complaint Filed: December 17, 2020
FAC Filed: January 12, 2021
Trial Date: None Set

1 **PLEASE TAKE NOTICE** that on October 10, 2023 at 3:00 p.m., in Department 23 of the
2 above-entitled Court, located at 1221 Oak Street, Oakland, California 94612, Plaintiff Juan Juarez
3 Perez (“Plaintiff”) will and hereby does move for an order granting final approval of:

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

- 7 • A Net Settlement Amount of approximately **\$103,500.08** will be fully distributed to the
8 Class Members who do not submit a valid and timely Request for Exclusion
9 (“Participating Class Member”);
10 • **No Objections** were submitted to the settlement administrator, Phoenix Class Action
11 Administration Solutions (“Settlement Administrator”);
12 • **No Requests for Exclusion** were submitted to the Settlement Administrator;

13 2. Payment in the amount of **\$105,000.00** to Lawyers for Justice, PC (“Class
14 Counsel”), representing thirty-five percent (35%) of the Gross Settlement Amount, for attorneys’
15 fees, which is reasonable and justified on a percentage-basis and also based on a lodestar cross-
16 check;

17 3. Payment in the amount of **\$14,999.92** to Class Counsel for reimbursement of
18 litigation costs and expenses;

19 4. Payment in the amount of **\$9,000.00** to the Settlement Administrator, for Settlement
20 Administration Expenses;

21 5. Payment in the amount of **\$7,500.00** to Plaintiff Juan Juarez Perez, as a Service
22 Payment, for his time and effort in representing the Class; and

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 \$60,000.00, of which seventy-five
25 percent (75%), or **\$45,000.00**, will be paid to the California Labor and Workforce Development
26 Agency and twenty-five percent (25%), or **\$15,000.00**, will be distributed on a *pro rata* basis to
27 PAGA Group Members based on their Workweeks during the PAGA Period.

28 ///

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

4 This motion is based upon the following Memorandum of Points and Authorities; the
5 Declaration of Class Counsel (Edwin Aiwasian), Class Representative (Juan Juarez Perez), and
6 Settlement Administrator (Lluvia Islas 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: September 15, 2023

LAWYERS for JUSTICE, PC

10
11 By:



12 Selena Matavosian
13 Attorneys for Plaintiff and the Class
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MEMORANDUM OF POINTS AND AUTHORITIES

I. SUMMARY OF MOTION

Plaintiff Juan Juarez Perez (“Plaintiff”) seeks final approval of: (1) the Gross Settlement Amount of \$300,000.00; (2) attorneys’ fees in the amount of \$105,000.00, which is thirty-five percent (35%) of the Gross Settlement Amount (“Class Counsel Fees Payment”), and reimbursement of litigation costs and expenses in the amount of \$14,999.92 (“Litigation Expenses Payment”) to Lawyers for Justice, PC (“Class Counsel”); (3) Settlement Administration Expenses in the amount of \$9,000.00 to Phoenix Class Action Administration Solutions (“Phoenix” or “Settlement Administrator”); (4) Service Payment in the amount of \$7,500.00 to Plaintiff Juan Juarez Perez; and (5) allocation of \$60,000.00 for penalties under the Private Attorneys General Act of 2004, California Labor Code § 2698, *et seq.* (“PAGA Payment”).

Plaintiff seeks relief on behalf of the following Class:

All current and former hourly-paid or non-exempt employees who were employed by Defendant in the State of California at any time during the Class Period (“Class” or “Class Members”).¹

This matter involved ongoing investigations, formal and informal discovery, review and analysis of a large volume of documents and data in the course of mediation and settlement negotiations. This case has required 337.30 hours of attorney time by Class Counsel. As will be demonstrated herein, the request for attorneys’ fees, which represents thirty-five percent (35%) of the Gross Settlement Amount, is fully supported by the use of the percentage-fee method. Courts have historically awarded fees of up to fifty percent (50%) of the recovery. The requested attorneys’ fees are also supported under the lodestar cross-check method.

Plaintiff moves for final approval of the Service Payment in the amount of \$7,500.00, to compensate Plaintiff for the time and effort that he expended spearheading this lawsuit on behalf of the Class. Plaintiff also moves for final approval of the payment to the Settlement Administrator in the amount of \$9,000.00 for Settlement Administration Expenses. Plaintiff also moves for final

¹ Class Action and PAGA Settlement (“Settlement Agreement”), § I.B. “Class Period” is defined as the period of time from December 17, 2016 through August 5, 2022. *See id.*, § I.H.

1 approval of the allocation of \$60,000.00 for the PAGA Payment, of which seventy-five percent
2 (75%), or \$45,000.00 (“LWDA Payment”), will be paid to the California Labor Workforce and
3 Development Agency (“LWDA”) for its portion of the PAGA Payment, and twenty-five percent
4 (25%), or \$15,000.00 (“PAGA Group Member Amount”), will be distributed on a *pro rata* basis
5 to all current and former hourly-paid and/or non-exempt employees who were employed by
6 Defendant in the State of California at any time during the PAGA Period (“PAGA Group
7 Members”).²

8 The requests for Class Counsel Fees Payment and Litigation Expenses Payment, Service
9 Payment, Settlement Administration Expenses, and allocation for the PAGA Payment were fully
10 disclosed in the Notice of Class Action Settlement (“Class Notice”) that was mailed to the Class
11 Members. Most importantly, as of the date of this Motion, *not a single Class Member has objected*
12 *to any aspect of the Settlement, including the requested Class Counsel Fees Payment and*
13 *Litigation Expenses Payment, Service Payment, Settlement Administration Expenses, or allocation*
14 *for PAGA Payment.*

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

21 In order to efficiently present the Court with adequate information to determine whether to
22 grant final approval of the Settlement and award Class Counsel Fees Payment and Litigation
23 Expenses Payment, Service Payment, Settlement Administration Expenses, and PAGA Payment,
24 Plaintiff also moves for an order permitting the filing of this single consolidated memorandum,
25 although it exceeds the page limit established by California Rules of Court, Rule 3.1113(d), instead
26 of filing several separate motions.

27
28 ² Settlement Agreement, §§ I.S, I.W, & I.V. “PAGA Period” is defined as the period from November 5, 2019 through August 5, 2022. *See id.*, § I.X.

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

2 Defendant Jupiter, LLC (“Defendant”) is a restaurant business mainly operating its
3 brewhouse-themed restaurant Jupiter. A beer garden focusing on wood-fired pizza and handcrafted
4 beer, Defendant is headquartered in Berkeley, California, which is where the restaurant is located.
5 Plaintiff Juan Juarez Perez is a former employee of Defendant.

6 On November 5, 2020, Plaintiff provided written notice by online submission to the LWDA
7 and certified mail to Defendant of the specific provisions of the California Labor Code and
8 Industrial Welfare Commission Wage Orders that Plaintiff alleges were violated (“LWDA
9 Notice”).

10 On December 17, 2020, Plaintiff filed a Class Action Complaint for Damages in the
11 Alameda County Superior Court (“Court”), thereby commencing the above-captioned lawsuit
12 (“Action”).

13 On January 12, 2021, Plaintiff filed a First Amended Class Action Complaint for Damages
14 & Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq.
15 (“Operative Complaint”).

16 Plaintiff’s core allegation is that Defendant has violated the California Labor Code by
17 engaging in a uniform practice and procedure, with respect to Plaintiff and the Class Members, of,
18 *inter alia*, failing to pay minimum and overtime wages, failing to provide compliant meal and rest
19 periods and associated premium pay, failing to timely pay wages and associated waiting time
20 penalties, failing to maintain accurate payroll records, failing to provide compliant wage
21 statements, and failing to reimburse necessary business-related expenses, and thereby engaged in
22 unfair business practices under the California Business and Professions Code and conduct that
23 gives to penalties recoverable under the Private Attorneys General Act of 2004 (California Labor
24 Code sections 2698, et seq.)(PAGA).

25 On April 7, 2021, Defendant filed an Answer to the Operative Complaint.

26 Defendant has denied, and continues to deny, any liability and wrongdoing of any kind
27 associated with any of the allegations in the Operative Complaint, and further denies that the case
28

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

3 The parties have actively litigated the matter since it was commenced December 17, 2020.
4 The parties conducted significant formal and informal discovery, and exchanged a large volume
5 of documents and data. On February 8, 2022, the parties participated in a formal, full-day
6 mediation conducted by Jeffrey Krivis, Esq. (the “Mediator”), a well-regarded mediator
7 experienced in mediating complex labor and employment matters. Although the parties were not
8 able to reach an agreement at mediation, the mediator continued to assist the parties in working
9 toward a resolution of the case. After conducting significant formal and informal discovery and
10 investigation into the facts of the case and with the aid of the Mediator's evaluation, the parties
11 ultimately reached the Settlement described herein to resolve the case in its entirety.

12 On April 10, 2023, Plaintiff filed a Motion for Preliminary Approval of Class Action
13 Settlement and supporting documents (“Motion for Preliminary Approval”). On April 28, 2023,
14 the Court issued a tentative ruling in which it requested minor modifications to the proposed Class
15 Notice (“April 28, 2023 Tentative Ruling”). On May 15, 2023, Plaintiff filed a revised [Proposed]
16 Order Granting Preliminary Approval of Class Action Settlement, with a revised Class Notice
17 attached as an exhibit. On May 24, 2023, the Court issued another tentative ruling in which it
18 requested further modifications to the proposed Class Notice (“May 24, 2023 Tentative Ruling”).
19 On May 25, 2023, Plaintiff filed a further revised [Proposed] Order Granting Preliminary
20 Approval of Class Action Settlement, with a further revised Class Notice attached as an exhibit.
21 On May 25, 2023, the Court entered an Order Granting Plaintiff’s Motion for Preliminary
22 Approval of Class Action Settlement (“Preliminary Approval Order”), thereby preliminarily
23 approving the terms of the Settlement, the Class Notice, and the proposed administration
24 procedures and associated deadlines. On May 30, 2023, a hearing was held wherein the Court
25 confirmed its approval of the Motion for Preliminary Approval.

26 Plaintiff now moves for final approval of the Settlement, Class Counsel Fees Payment and
27 Litigation Expenses Payment, Service Payment, Settlement Administration Expenses, and
28 allocation for PAGA Payment.

III. SUMMARY OF THE SETTLEMENT TERMS AND PLAN OF DISTRIBUTION

Under the terms of the Settlement Agreement, Defendant has agreed to pay a Gross Settlement Amount of \$300,000.00 on a non-reversionary basis, and separately the amounts necessary to pay its Employer Taxes, via two (2) installment payments – an initial payment of one-half of the total Gross Settlement Amount (i.e., \$150,000.00) (“First Installment”) plus Employer Taxes, and a second payment of the remaining one-half of the total Gross Settlement Amount (i.e., \$150,000.00) (“Second Installment”).³ Within thirty (30) calendar days of the Effective Date, Defendant shall provide the Settlement Administrator with the First Installment and the Employer Taxes.⁴ No later than twelve (12) months after the Effective Date, Defendant shall provide the Settlement Administrator with the Second Installment.⁵ Subject to approval by the Court, the Net Settlement Amount will be calculated by deducting the following amounts from the Gross Settlement Amount: (1) Class Counsel Fees Payment and Litigation Expenses Payment, consisting of attorneys’ fees in the amount of \$105,000.00 and reimbursement of litigation costs and expenses in the amount of \$14,999.92, to Class Counsel; (2) Service Payment in the amount of \$7,500.00 to Plaintiff Juan Juarez Perez; (3) Settlement Administration Expenses in the amount of \$9,000.00 to Phoenix; and (4) PAGA Payment in the amount of \$60,000.00.⁶ The Net Settlement Amount, which is estimated to be \$103,500.08, will be distributed in accordance with the Settlement Agreement, and there is no reversion to Defendant.⁷

The Settlement Administrator will calculate each Participating Class Member’s *pro rata* share of the Net Settlement Amount (“Individual Settlement Share”)⁸, in accordance with the Settlement Agreement and as follows: After Preliminary Approval of the Settlement, the Settlement Administrator will determine the Workweeks of each Class Member worked during the

³ Settlement Agreement, § IV.D.9.a.

⁴ *Id.*, § IV.D.9.b.

⁵ *Id.*, § IV.D.9.c.

⁶ *Id.*, §§ IV.B.1, IV.B.2, IV.B.3, & IV.B.4.

⁷ This amount is higher than the amount stated in Paragraph 14 of the accompanying Declaration of Lluvia Islas Regarding Settlement Notice and 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 \$30,000.00, which is allocated under the Settlement. However, Class Counsel seek the amount of only \$14,999.92 for reimbursement of litigation costs and expenses, and the difference of \$15,000.08 will remain part of the Net Settlement Amount.

⁸ *Id.*, § I.R.

1 Class Period, divide the Net Settlement Amount by the Workweeks of all Class Members during
2 the Class Period to yield the “Estimated Workweek Value,” and multiply each Class Member’s
3 individual Workweeks during the Class Period by the Estimated Workweek Value to yield his or
4 her estimated Individual Settlement Share that he or she may be eligible to receive under the Class
5 Settlement.⁹ After Final Approval of the Settlement, the Settlement Administrator will divide the
6 final Net Settlement Amount by the Workweeks of all Participating Class Members during the
7 Class Period to yield the “Final Workweek Value,” and multiply each Participating Class
8 Member’s individual Workweeks during the Class Period by the Final Workweek Value to yield
9 his or her Individual Settlement Share.¹⁰

10 The Settlement Administrator will calculate each PAGA Group Member’s *pro rata* share
11 of the PAGA Group Member Amount (“Individual PAGA Payment”)¹¹ as follows: the Settlement
12 Administrator will divide the PAGA Group Member Amount by the Workweeks of all PAGA
13 Group Members during the PAGA Period to yield the “PAGA Workweek Value,” and multiply
14 each PAGA Group Member’s individual Workweeks during the PAGA Period by the PAGA
15 Workweek Value to yield his or her Individual PAGA Payment that he or she is eligible to receive
16 under the PAGA Settlement.¹²

17 Class Members had forty-five (45) calendar days after the Settlement Administrator mails
18 the Class Notice (“Response Deadline”) to Class Members to submit a Request for Exclusion,
19 submit a Workweek Dispute, and/or submit an objection.¹³ The Response Deadline was August 7,
20 2023.¹⁴ The Settlement Administrator has not received any written requests by a Class Member to
21 exclude himself or herself from the Class Settlement (“Request for Exclusion”), written disputes

22 ⁹ Settlement Agreement, § IV.C.2.a. “Workweeks” is defined as the number of weeks each Class Member was
23 employed by Defendant as a hourly-paid and/or non-exempt employee in California during the Class Period and the
24 number of weeks each PAGA Group Member was employed by Defendant as a hourly-paid and/or non-exempt
25 employee in California during the PAGA Period, which will be calculated by the Settlement Administrator by dividing
the total number of calendar days in which each Class Member worked for Defendant during the applicable Class
Period and/or PAGA Period (less any days on a leave of absence) by seven (7). *See id.*, § I.II. “Class Settlement” is
defined as the settlement and release of all Released Class Claims. *See id.*, § I.I.

26 ¹⁰ *Id.*, § IV.C.2.b.

27 ¹¹ *Id.*, § I.P.

28 ¹² *Id.*, § IV.B.3.a. “PAGA Settlement” is defined as the settlement and release of Released PAGA Claims. *See id.*, § I.Y.

¹³ *Id.*, §§ IV.D.3.a, IV.D.3.b, & IV.D.3.c.

¹⁴ Phoenix Decl., ¶ 9, Exh. A.

1 (“Workweeks Dispute”) to Workweeks, or objections to the Class Settlement from Class
2 Members.¹⁵

3 Each Individual Settlement Share will be allocated as follows: twenty percent (20%) wages
4 (the “Wage Portion”) and eighty percent (80%) interest, penalties, and non-wage damages (“Non-
5 Wage Portion”).¹⁶ The Wage Portion will be reported on an IRS Form W-2 and the Non-Wage
6 Portion will be reported on an IRS Form 1099 (if applicable) by the Settlement Administrator.¹⁷
7 The Settlement Administrator will withhold the employee’s share of taxes and withholdings with
8 respect to the Wages Portion of the Individual Settlement Shares, and issue checks to Participating
9 Class Members for their Individual Settlement Payments (i.e., payment of their Individual
10 Settlement Share net of these taxes and withholdings).¹⁸ The Settlement Administrator will not
11 undertake any withholding with respect to the Non-Wage Portion of Individual Settlement
12 Shares.¹⁹ Any payment for an Individual PAGA Payment will be allocated as one hundred percent
13 (100%) penalties and will be reported on an IRS Form-1099, if necessary; the Settlement
14 Administrator will not undertake any withholding with respect to the Individual PAGA Payment.²⁰
15 Employer Taxes will be paid separately and in addition to the Gross Settlement Amount.²¹

16 The Settlement Administrator shall distribute the following payments: Within seven (7)
17 calendar days of the funding of the First Installment and Employer Taxes: Individual Settlement
18 Payments to Participating Class Members, Service Payment to Plaintiff, Individual PAGA
19 Payments to PAGA Group Members, and to the extent funds remain, LWDA Payment to the
20 LWDA.²² Within seven (7) calendar days of the funding of the Second Installment: any remaining
21 portion of the LWDA Payment to the LWDA to the extent the payment was not fully made from
22 the First Installment, Settlement Administration Expenses to the Settlement Administrator, and
23 Class Counsel Fees Payment and Litigation Expenses Payment to Class Counsel.²³

24 _____
25 ¹⁵ Settlement Agreement, §§ I.EE, IV.D.3.b, & IV.D.3.c.

26 ¹⁶ *Id.*, § IV.C.3.a.

27 ¹⁷ *Ibid.*

28 ¹⁸ *Ibid.*

¹⁹ *Ibid.*

²⁰ *Ibid.*

²¹ *Ibid.*

²² *Id.*, § IV.D.10.a.i.

²³ *Id.*, § IV.D.10.a.ii.

Each Individual Settlement Payment and Individual PAGA Payment check will be valid and negotiable for one hundred and eighty (180) calendar days from the date the checks are issued, and thereafter, shall be canceled.²⁴ All funds associated with canceled checks will be transmitted to the *cy pres*, Children’s Advocacy Institute, in accordance with California Code of Civil Procedure section 384.²⁵

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 May 25, 2023 Preliminary Approval Order.

On May 30, 2023, Phoenix received the Court-approved text for the Class Notice.²⁶

On June 8, 2023, Phoenix received a mailing list from Defendant’s counsel that contained each Class Member’s full name, last known mailing address, Social Security Number, start and end dates of employment as a hourly-paid or non-exempt employee for Defendant in California during the Class Period and, if applicable, during the PAGA Period, and such other information and data as necessary for the Settlement Administrator to independently calculate the Workweeks (“Class Data”).²⁷ The Class Data contained information for three hundred ninety-five (395) individuals identified as Class Members.²⁸ Phoenix processed the names and addresses through the National Change of Address Database (“NCOA”) and updated the Class Data with any updated addresses located.²⁹

On June 22, 2023, Phoenix mailed the Class Notice via U.S. first class mail to three hundred ninety-five (395) individuals identified as Class Members in the Class Data.³⁰

As of the date of this Motion, no Class Notices were returned with a forwarding address.³¹ Phoenix performed a skip-trace search on the seven (7) Class Notices that were returned to Phoenix

²⁴ Settlement Agreement, § IV.D.11.

²⁵ Ibid.

²⁶ Phoenix Decl., ¶ 3.

²⁷ *Id.*, ¶ 4.

²⁸ Ibid.

²⁹ *Id.*, ¶ 5.

³⁰ *Id.*, ¶ 6.

³¹ *Id.*, ¶ 7.

without forwarding addresses, located an updated address for seven (7) Class Members, and promptly re-mailed the Class Notice to the updated addresses.³² Zero (0) Class Notices were returned to Phoenix as undeliverable a second time.³³

As of the date of this Motion, the Settlement Administrator has not received any Requests for Exclusions, objections to the Class Settlement, or Workweek Disputes.³⁴

To date, there are three hundred ninety-five (395) Class Members who did not submit a timely and valid Request for Exclusion, and are therefore, deemed to be Participating Class Members, representing 100% of the class.³⁵ Pursuant to the terms of the Settlement, the Net Settlement Amount of approximately \$103,500.08 will be distributed to Participating Class Members in accordance with the terms of the Settlement.³⁶ The highest Individual Settlement Payment is currently estimated to be at least \$1,596.81 and the average Individual Settlement Payment is currently estimated to be at least \$262.03.³⁷ The highest Individual PAGA Payment is currently estimated to be \$327.98, and the average Individual PAGA Payment is currently estimated to be \$37.97.³⁸

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

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

the strength of plaintiffs' case, the risk, expense, complexity and likely duration of further litigation, the risk of maintaining class action status through trial, the amount offered in settlement, the extent of discovery completed and the stage of the proceedings, the experience and views of counsel, the presence of a

³² Phoenix Decl., ¶ 7.

³³ *Id.*, ¶ 8.

³⁴ *Id.*, ¶¶ 10, 11 & 12.

³⁵ *Id.*, ¶ 13.

³⁶ *Id.*, ¶ 14; see also, n.7, *supra*.

³⁷ *Id.*, ¶ 16. The actual average and highest Individual Settlement Payments 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 \$30,000.00 (the difference between the amount sought and the amount authorized under the Settlement, \$15,000.08, will be part of the Net Settlement Amount). See n.7, *supra*.

³⁸ *Id.*, ¶ 17.

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. *Ibid*

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 December 17, 2020. Class Counsel investigated the veracity, strength, and scope of the claims, and was preparing the matter for class certification and trial prior to reaching the Settlement.³⁹ The parties conducted

³⁹ Declaration of Edwin Aiwasian (“Aiwasian Decl.”), ¶ 6.

1 significant investigation and formal and informal discovery regarding the facts of the case,
2 exchanging a large volume of documents, information, and data in the course of litigation and in
3 connection with mediation and settlement negotiations.⁴⁰ Class Counsel served multiple sets of
4 written discovery requests in various forms (specifically, Requests for Production of Documents
5 (Set One), Special Interrogatories (Sets One and Two), and Form Interrogatories – General (Set
6 One)) and noticed the depositions of Defendant’s Person Most Knowledgeable designees, along
7 with accompanying requests for production of documents.⁴¹ Class Counsel also reviewed and
8 analyzed a large volume of information, documents, and data obtained from Plaintiff, Defendant,
9 and other sources.⁴² The information, documents, and data reviewed and analyzed by Class
10 Counsel included, and were not limited to, employment records of Plaintiff, a detailed sampling
11 of Class Members’ time and pay records, multiple iterations of Defendant’s Employee Handbook,
12 company policy acknowledgments and forms (including, but not limited to, Defendant’s
13 Handbook/Policy Employee Acknowledgment, Employee Acknowledgement of Receipt of the
14 Meal Periods Policy and Rest Periods Policy, Employee Acknowledgement of Receipt of the
15 Jupiter Timekeeping Policy, First Meal Period Waiver Form, Second Meal Period Waiver Form,
16 and Meal Break Offer Acknowledgment), employment policies, practices, and procedures
17 documents (including, but not limited to, Defendant’s California Meal Periods Policy and Rest
18 Periods Policy, Overtime Policy, Dress Code Policy, Expenses Policy, and Timekeeping Policy),
19 among other information and documents.⁴³ Plaintiff’s Counsel interviewed Plaintiff and conducted
20 investigations to gather facts and circumstances surrounding Plaintiff and putative class members’
21 employment and to identify potential witnesses.⁴⁴ Class Counsel researched applicable law,
22 developed liability, damages, and penalties valuation models in connection with mediation and
23 settlement negotiations, and met and conferred with Defendant’s counsel on numerous occasions,
24 e.g., to discuss issues relating to the pleadings, case management, discovery, and the production
25 of information, documents, and data in the course of litigation as well as mediation and settlement

⁴⁰ Aiwazian Decl., ¶ 6.

⁴¹ Ibid.

⁴² Ibid.

⁴³ Ibid.

⁴⁴ Ibid.

1 negotiations.⁴⁵ Other work performed by Class Counsel included, and was not limited to, case
2 strategy and analysis; drafting, reviewing, and revising pleadings and the mediation brief; drafting
3 formal discovery; preparing and appearing for court proceedings; and preparing for and attending
4 mediation and settlement negotiations.⁴⁶

5 After conducting significant formal and informal discovery and investigation into the facts
6 of the case, a formal, full-day mediation was conducted by Jeffrey Krivis, Esq., a well-regarded
7 mediator experienced in mediating complex labor and employment matters.⁴⁷ In the course of
8 mediation and settlement negotiations, the parties exchanged information and data, and discussed
9 all aspects of the case, including and not limited to, the risks and delays of further litigation; the
10 risks to the parties of proceeding with class certification and trial; the law relating to class
11 certification, off-the-clock theory, meal and rest periods, waivers, representative PAGA claims
12 and manageability, and wage-and-hour law and enforcement; Defendant's financial condition; the
13 evidence produced and analyzed; and the possibility of appeals, among other things.⁴⁸ During all
14 settlement discussions, the parties conducted their negotiations at arm's length in an adversarial
15 position.⁴⁹ Arriving at a settlement that was acceptable to the parties was not easy.⁵⁰ Defendant
16 and its counsel felt very strongly about Defendant's ability to prevail on the merits and to avoid
17 class certification and representative adjudication.⁵¹ Meanwhile, Plaintiff and Class Counsel
18 disagreed with these contentions and believed that they would be able to obtain class certification
19 and prevail at trial.⁵² After conducting significant formal and informal discovery and
20 investigations, extensive settlement negotiations, and with the aid of the mediator's evaluation, the
21 parties agreed that the matter was well-suited for settlement given the legal issues relating to
22 Plaintiff's principal claims, as well as the costs and risks to the parties that would attend further
23 litigation.⁵³

24 ⁴⁵ Aiwazian Decl., ¶ 6.

25 ⁴⁶ Ibid.

26 ⁴⁷ *Id.*, ¶ 8.

27 ⁴⁸ Ibid.

28 ⁴⁹ Ibid.

⁵⁰ Ibid.

⁵¹ Ibid.

⁵² Ibid.

⁵³ Ibid.

The Settlement takes into account the strengths and weaknesses of each side's position and the uncertainty of how the case might have concluded at certification, trial, and/or appeals. Class Counsel had the opportunity to interview, and obtain information from Plaintiff and other Class Members.⁵⁴ Class Counsel also reviewed and analyzed a volume of information, documents, and data produced by Defendant and obtained through other sources, and performed research into the law concerning certification, off-the-clock theory, meal and rest periods, representative PAGA claims, wage-and-hour law and enforcement, Plaintiff's claims and damages, and Defendant's defenses, as well as facts discovered.⁵⁵ The Settlement was based on this large volume of facts, evidence, and investigation.⁵⁶ Additionally, Class Counsel has extensive experience in handling complex wage-and-hour cases, including significant experience in employment class action litigation.⁵⁷

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

The Settlement, which provides for a Gross Settlement Amount of \$300,000.00, represents a fair, adequate, and reasonable resolution of the case, given the risks inherent in litigating class and representative claims through certification proceedings, trial, and/or appeals.⁵⁸ The Settlement was calculated using information and data uncovered through extensive case investigation, formal and informal discovery, and the exchange of information in the context of preparing for mediation and conducting ongoing settlement negotiations.⁵⁹ Had the action not settled, Defendant would have vigorously challenged class certification, manageability of representative adjudication, and liability. Defendant contended that individualized questions of fact predominate over any common issues, and these issues would pose challenges to certification and representative adjudication. Defendant would have likely argued again at trial, if any, that Plaintiff's claims were not appropriate for class-wide and/or representative adjudication. On the other hand, Defendant also

⁵⁴ Aiwazian Decl., ¶ 6.

⁵⁵ *Id.*, ¶ 7.

⁵⁶ *Id.*, ¶¶ 6 & 8.

⁵⁷ *Id.*, ¶¶ 15-17.

⁵⁸ *Id.*, ¶¶ 9 & 20.

⁵⁹ *Id.*, ¶¶ 5-8.

1 faced the risk of the Court certifying a class and allowing a jury to decide Plaintiff's claims on a
2 class-wide or representative basis. Additionally, preparation for trial would have been expensive
3 for all parties.

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

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

27 ///

28 ///

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

2 The Settlement, which provides for a Gross Settlement Amount of \$300,000.00, represents
3 a fair, reasonable, and adequate resolution of the case. The Settlement was calculated using
4 information and data uncovered through extensive case investigation, formal and informal
5 discovery, and the exchange of information in the context of preparing for mediation and
6 conducting ongoing settlement negotiations. The Settlement takes into account the potential risks
7 and rewards inherent in any case and, in particular, in this case. Moreover, considering all of the
8 facts in the case, the Gross Settlement Amount represents a considerable recovery.

9 Even after deducting attorneys' fees in the amount of \$105,000.00, litigation costs and
10 expenses in the amount of \$14,999.92, Service Payment in the amount of \$7,500.00, Settlement
11 Administration Expenses in the amount of \$9,000.00, and PAGA Payment in the amount of
12 \$60,000.00 from the Gross Settlement Amount of \$300,000.00, the Net Settlement Amount is
13 currently estimated to be \$103,500.08.⁶⁰ Under the Settlement Agreement, the Gross Settlement
14 Amount will be fully paid out without any reversion to Defendant, in accordance with the terms
15 of the Settlement. As discussed in Section III, *supra*, each Participating Class Member will be
16 paid a *pro rata* share of the Net Settlement Amount, based on the number of Workweeks credited
17 to him or her. To date, there are three hundred ninety-five (395) Participating Class Members,
18 representing 100% of the Class Members.⁶¹ The highest Individual Settlement Payment to a
19 Participating Class Member is currently estimated to be \$1,596.81 and the average Individual
20 Settlement Payment is currently estimated to be \$262.03.⁶² The highest Individual PAGA Payment
21 to a PAGA Group Member is current estimated to be \$327.98 and the average Individual PAGA
22 Payment is currently estimated to be \$37.97.⁶³ These are significant individual recoveries,
23 particularly in light of the risks of litigation.

24 At the final approval stage, "[a]n allocation formula need only have a reasonable, rational
25 basis [to warrant approval], particularly if recommended by experienced and competent class
26

27 ⁶⁰ Phoenix Decl., ¶ 14; see n.7, *supra*.

28 ⁶¹ *Id.*, ¶ 13.

⁶² *Id.*, ¶ 16; see n.37, *supra*.

⁶³ *Id.*, ¶ 17.

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.⁶⁴ Although the recommendations of Class Counsel are not conclusive, the Court can properly take the recommendations into account, particularly if Class Counsel appears to be competent, has experience with this type of litigation, and significant discovery and investigation have been completed, as is the case here. Conte & Newberg, *Newberg on Class Actions* (4th Ed., 2002) § 11.47. Accordingly, the Court should grant final approval of the Settlement.

D. The Class Was Represented by Competent Counsel.

Class Counsel has extensive experience in employment class action law and complex wage-and-hour litigation.⁶⁵ 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.⁶⁶ Both parties’ counsel were capable of assessing the strengths and weaknesses of the Class Members’ claims against Defendant and the benefits of the Settlement under the circumstances of the case and in the context of a private, consensual settlement agreement.

E. There Are No Objections to the Settlement.

The Settlement has been well received by the Class – ***not a single Class Member objected to or opted out of the Settlement.***⁶⁷ Specifically, no objections have been made as to the Gross Settlement Amount or requested Class Counsel Fees Payment and Litigation Expenses Payment, Service Payment, Settlement Administration Expenses, or the allocation for PAGA Payment. California courts have consistently found that a small number of objectors indicates the class’ support for a settlement and strongly favors final approval. *Wershba, supra*, 91 Cal.App.4th at 250-51 (final approval granted despite 20 objectors); *7-Eleven Owners, supra*, 85 Cal.App.4th at 1152-53 (final approval granted despite 9 objectors).

⁶⁴ Aiwasian Decl., ¶ 20.

⁶⁵ *Id.*, ¶¶ 15-17.

⁶⁶ *Ibid.*

⁶⁷ Phoenix Decl., ¶¶ 10 & 11.

Here, the lack of any objections speaks volumes about the fairness, reasonableness, and adequacy of this Settlement. Accordingly, the Settlement as a whole is presumed to be fair, reasonable, and adequate, and the Court should grant final approval of the Settlement in its entirety. *Dunk, supra*, 48 Cal.App.4th at 1802.

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

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

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

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

1 “The ultimate goal . . . is the award of a ‘reasonable’ fee to compensate counsel for their
2 efforts, irrespective of the method of calculation.” *Consumer Privacy Cases* (2009) 175
3 Cal.App.4th 545, 557-58 (quoting *Apple Computer, Inc. v. Superior Court, supra*, 126 Cal.App.4th
4 at 1270). It is not an abuse of discretion to choose one method over another as long as the method
5 chosen is applied consistently using percentage figures and/or rates that accurately reflect the
6 marketplace. In cases where class members present claims against a settlement amount and the
7 settlement agreement provides that the defendant agrees to paying the attorneys a percentage of
8 the same, use of that percentage method is appropriate. *Lealao, supra*, 82 Cal.App.4th at 32.

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

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

20 California and federal courts have long recognized that an appropriate method for
21 determining the award of attorneys’ fees is based on a percentage of the total value of benefits
22 made available to class members by the settlement. *Laffitte*, 1 Cal.5th at 503; *Boeing Co. v. Van*
23 *Gemert* (1980) 444 U.S. 472, 478; *Paul, Johnson, Alston & Hunt v. Graulity* (9th Cir. 1989) 886
24 F.2d 268, 272; *Vincent v. Hughes Air West, Inc.* (9th Cir. 1977) 557 F.2d 759, 769; *Serrano v.*
25 *Priest* (1977) 20 Cal.3d 25, 34.⁶⁸ The purpose of this equitable doctrine is to spread litigation costs
26
27

28 ⁶⁸ 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.

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

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

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

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

When the case was originally filed, not only was it inescapably contingent, but the prospect of a long, drawn-out battle with 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

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

4 Under the terms of the Settlement Agreement, Defendant will pay a Gross Settlement
5 Amount of \$300,000.00 on a non-reversionary basis. The requested attorneys' fees are thirty-five
6 percent (35%) of the total value of the monetary settlement. In light of Class Counsel's successful
7 prosecution and resolution of the case, the requested attorneys' fees are appropriate and reasonable.

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

15 The percentage method is consistent with, and is intended to mirror, the practice in the
16 private marketplace where contingent-fee attorneys typically negotiate percentage-fee
17 arrangements with their clients. A named plaintiff's agreement to pay a contingent fee is powerful
18 evidence of a reasonable fee. One of the best ways to demonstrate the value of counsel's work to
19 the class is to review the consideration agreed to be paid by the named plaintiff. If the named
20 plaintiff has employed counsel on a contingency-fee basis, it would indeed be inequitable for the
21 members of the class, who will enjoy the benefits of the settlement without incurring the risks of
22 bringing the claim, to pay less than the named plaintiff. In this case, Plaintiff has agreed to a
23 contingency fee of at least thirty-five percent (35%) of the recovery.⁶⁹

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

⁶⁹ Aiwazian Decl., ¶ 9.

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

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

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

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

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

Each and every one of these factors favors the attorneys’ fees sought here; however, some of the most relevant factors to this Court’s fee determination will be addressed herein. The award

of attorneys' fees in the amount of \$105,000.00 (which is 35% of the Gross 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. Moreover, as demonstrated in the supporting declaration, Class Counsel has extensive experience in the handling of class actions and complex litigation matters.⁷⁰

As outlined in the Declaration of Edwin Aiwasian, Class Counsel has fully and actively participated in litigation of this case.⁷¹ 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.⁷² During the litigation of the action, Class Counsel had the opportunity to interview Plaintiff and other Class Members; propounded formal written discovery requests; reviewed and analyzed a large volume of pages of documents and data obtained from Defendant, Plaintiff, and other sources; and prepared damages, penalties, and valuation calculations.⁷³ Class Counsel also met and conferred with Defendant's counsel over the issues relating to pleadings, case management, discovery, and production of information, documents, and data in the course of litigation as well as mediation and settlement negotiations, prepared for and attended court proceedings, and prepared for and participated in the mediation and settlement negotiations, among other tasks.⁷⁴

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

⁷⁰ Aiwasian Decl., ¶¶ 15-17.

⁷¹ *Id.*, Exh. A.

⁷² *Id.*, ¶ 6 & Exh. A.

⁷³ *Id.*, ¶ 6.

⁷⁴ *Ibid.*

1 accompanying Declaration of Edwin Aiwasian, sets forth in detail the hours that Class Counsel
2 has spent performing tasks on behalf of Plaintiff, the Class, and the State of California.⁷⁵ The Task
3 and Time Chart is thorough and comprehensive, and was prepared so that the Court can peruse it
4 without having to set forth each and every task in the body of this Motion. The Court is respectfully
5 referred to the chart, which sets forth the history of the work performed by Class Counsel,
6 commencing with the pre-filing analysis and research, and continuing up to settlement and final
7 approval. Attorneys at Lawyers for Justice, PC have spent **337.30** hours performing tasks and to
8 obtain a significant recovery on behalf of Plaintiff and the Class.⁷⁶ These hours were required to
9 bring this matter to its successful conclusion. In light of the value of time expended and the
10 carrying of costs involved in litigating this case, the requested attorneys' fees are fair, adequate,
11 and reasonable.

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

13 The skill required to properly litigate the case is evident not only in the results achieved,
14 but in the steps necessary to reach the same. Defendant retained well-respected counsel to
15 represent its defenses. More specifically, Defendant and its counsel felt very strongly about
16 Defendant's ability to obtain a denial of certification and to prevail on the merits. Plaintiff and
17 Class Counsel believed that they would have obtained class certification and prevailed at trial.

18 Class Counsel undertook significant investigation, analysis, and research prior to filing this
19 case, during the litigation, and prior to and during mediation and ongoing settlement negotiations.
20 Class Counsel took steps to prepare the matter for class certification and representative
21 adjudication and had every intention of taking the case to trial on a class-wide basis if Defendant
22 did not offer an appropriate class-wide settlement. Despite all of the obstacles that had to be
23 overcome, as demonstrated in the Declaration of Edwin Aiwasian, Class Counsel used its
24 extensive experience in the handling of class actions and complex wage-and-hour litigation cases
25 in order to obtain the Settlement with maximum efficiency.⁷⁷

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27 ⁷⁵ Aiwasian Decl., Exh. A.

28 ⁷⁶ *Id.*, ¶ 11.

⁷⁷ *Id.*, ¶¶ 15-17.

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 settled,
4 Defendant would have vigorously challenged certifiability, manageability of representative
5 adjudication, and liability. Defendant, however, faced risks if the Court certified a class and
6 allowed a jury to decide the claims. Additionally, preparing the case for trial would have been
7 expensive for the parties.

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

16 As a result of this litigation and extensive settlement negotiations, Defendant agreed to pay
17 a Gross Settlement Amount of \$300,000.00 to settle the matter. After deducting the attorneys'
18 fees (\$105,000.00), litigation costs and expenses (\$14,999.92), Service Payment (\$7,500.00),
19 Settlement Administration Expenses (\$9,000.00), and PAGA Payment (\$60,000.00) from the
20 Gross Settlement Amount, it is currently estimated that the Net Settlement Amount is
21 approximately \$103,500.08.⁷⁸ The Net Settlement Amount will be fully distributed in accordance
22 with the terms of the Settlement. The highest Individual Settlement Payment to a Participating
23 Class Member is currently estimated to be \$1,596.81 and the average Individual Settlement
24 Payment is currently estimated to be \$262.03.⁷⁹ The highest Individual PAGA Payment is currently
25 estimated to be \$327.98, and the average Individual PAGA Payment is currently estimated to be
26 \$37.97.⁸⁰ The Settlement offers significant monetary relief to the Participating Class Members.

27 ⁷⁸ Phoenix Decl., ¶ 14; see n.7, *supra*.

28 ⁷⁹ *Id.*, ¶ 16; see n.7, *supra*.

⁸⁰ *Id.*, ¶ 17.

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

2 Plaintiff entered into a contingency fee agreement with Class Counsel, and the
3 representation of the Class provided by Class Counsel has been wholly contingent. Class Counsel
4 took on the case without knowing whether any recovery would be obtained. Class Counsel has
5 invested **337.30** hours of time to obtain relief on behalf of Plaintiff, the Class, and the State of
6 California.⁸¹ Class Counsel has also incurred litigation costs and expenses in the amount of
7 \$14,999.92.⁸²

8 Class Counsel has borne all of the risks and costs of litigation and will not receive any
9 compensation until recovery is obtained.⁸³ Class Counsel is well-experienced in wage-and-hour
10 class action and complex litigation and used that experience to obtain a great result.⁸⁴ The skill
11 and determination that Class Counsel has shown, along with the results obtained, justify the
12 requested Class Counsel Fees Payment and Litigation Expenses Payment. Considering the
13 amounts requested, the work performed, and the risks incurred, the requested fees and costs are
14 reasonable and should be awarded.

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

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

21 *Cates v. Chiang* (2013) 213 Cal.App.4th 791, 823 (internal quotes and citations omitted). Class
22 Counsel litigated the case on a contingent basis with all of the concomitant risk factors inherent in
23 such an uncertain undertaking. Had Class Counsel not been successful, the time that Class Counsel
24 has devoted to litigating the case would have been for naught, and would not have produced any
25 fee or any reimbursement of costs or expenses.

26
27 ⁸¹ Aiwasian Decl., ¶ 11, Exh. A.

⁸² See Part VII, *infra*.

28 ⁸³ Aiwasian Decl., ¶ 18.

⁸⁴ See *id.*, ¶¶ 15-17.

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

2 The results achieved, in light of the difficulties inherent in similar cases and the specific
3 difficulties faced in this matter, are considerable. The Settlement has yielded a positive response
4 from the Class Members—no Class Members objected to or opted out of the Settlement.⁸⁵

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

10 Here, the results achieved and obtained on behalf of Plaintiff and the Class are reasonable
11 in light of the risks inherent in further litigating this matter. Class Counsel’s efforts have resulted
12 in a settlement that provides for a Gross Settlement Amount of \$300,000.00.⁸⁶ The Gross
13 Settlement Amount will be fully paid out, in accordance with the terms of the Settlement
14 Agreement. The highest Individual Settlement Payment to a Participating Class Member is
15 currently estimated to be \$1,596.81 and the average Individual Settlement Payment is currently
16 estimated to be \$262.03.⁸⁷ The highest Individual PAGA Payment is currently estimated to be
17 \$327.98, and the average Individual PAGA Payment is currently estimated to be \$37.97.⁸⁸

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

19 Lawyers for Justice, PC is a recognized class action law firm that employed its attorneys’
20 knowledge, skills, and experience in bringing this case to a successful conclusion. Class Counsel
21 has years of complex and class action litigation experience, has recovered millions of dollars on
22 behalf of thousands of individuals in California, and has successfully handled numerous significant
23 wage-and-hour class action and complex cases.⁸⁹

24 ///

25 ///

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⁸⁵ Phoenix Decl., ¶¶ 10 & 11.

27 ⁸⁶ Aiwazian Decl., ¶¶ 5-8.

28 ⁸⁷ Phoenix Decl., ¶ 16; see n.7, *supra*.

⁸⁸ *Id.*, ¶ 17.

⁸⁹ Aiwazian Decl., ¶¶ 15-17.

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

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

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

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

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

As discussed above, the case was highly contested and required a significant amount of time and labor. Defendant made it clear very early on that it disputed all of the allegations of the case and disputed that the matter was appropriate for class or representative treatment. Defendant raised affirmative defenses and denied liability, and the pursuit of this matter involved gathering and analyzing data not only from Defendant but also from the Class Members. The handling of the case involved a great amount of effort, and also required and involved the exercise of a high level of skill, which Class Counsel has as a result of its extensive experience in employment class actions and complex wage-and-hour litigation. Long and difficult battles would have followed as

the case moved toward certification and trial, including taking and defending depositions of Defendant's Person Most Knowledgeable designees, percipient witnesses, and experts, propounding additional discovery requests and conducting additional document production, and engaging in extensive motion practice. As Class Counsel geared up for these battles, Class Counsel undertook intense preparation in an attempt to resolve the entire matter through mediation.

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

As discussed above in Part VI.C.1, *infra*, attached to the Declaration of Edwin Aiwazian is a task and time chart that sets forth in detail the numerous tasks that Class Counsel performed on behalf of Plaintiff and the Class, and the time required for completing those tasks.⁹⁰ The chart demonstrates that Class Counsel has spent a total of **337.30** hours litigating the case and finalizing the Settlement.⁹¹ 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.

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

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

⁹⁰ See Aiwazian Decl., Exh. A.

⁹¹ *Id.*, ¶ 11.

normal hourly rates for winning contingency cases.” See *id.*

Class Counsel has been actively involved in this case, prior to its commencement and all the way up to the present, and Class Counsel’s dedication to providing representation in this case has precluded other employment. Here, Class Counsel bore the risk that, despite all of its efforts and skills employed, there may be no recovery. Ultimately, Class Counsel was successful in reaching a settlement of \$300,000.00.

As set forth in the Declaration of Edwin Aiwarzian, the professional backgrounds and experience of Class Counsel support a reasonable hourly rate of compensation of at least \$650 per hour for services provided by Class Counsel.⁹² Lawyers for Justice, PC has been awarded attorneys’ fees, compensating the firm at the rate of at least \$650 per hour for legal service performed, by courts of this state.⁹³ While the circumstances of every case is unique, the fact remains that the work performed and efforts undertaken by Class Counsel on behalf of the Class Members justify the requested attorneys’ fees.

Applying the blended hourly rate of \$650 per hour to 337.30 hours would place a reasonable value of \$219,245.00 based on lodestar, for the work performed by Class Counsel. However, Class Counsel only seeks attorneys’ fees in the amount of \$105,000.00, which is thirty-five percent (35%) of the total recovery, as provided for by the Settlement Agreement.

⁹² Aiwarzian Decl., ¶ 12.

⁹³ For example, final approval of the class action settlement in *Thereasa Carrozzella v. Basalite Concrete Products, LLC* (Sacramento County Superior Court Case No. 34-2017-00220214-CU-OE-GDS) was granted on February 21, 2020, and the award of attorneys’ fees involved an hourly rate of \$766.05; final approval of the class and representative action settlement in *Alice Rutledge, et al. v. Healthport Technologies, LLC* (Alameda County Superior Court Case No. RG16835813) was granted on June 11, 2019, and the award of attorneys’ fees involved compensation at the rate of \$764.82 per hour; final approval of the class and representative action settlement in *Seth Swan v. Pace Supply Corp.* (Sonoma County Superior Court Case No. SCV258764) was granted on February 6, 2019, and the award of attorneys’ fees involved compensation at the rate of \$855.96 per hour; final approval of the class and representative action settlement in *Stanley Bland, et al. v. Telecare Corporation* (Alameda County Superior Court Case No. RG16811450) was granted on November 21, 2018, and the award of attorneys’ fees involved compensation at the rate of \$831.38 per hour; final approval of the class and representative action settlement in *Luis Carlos Deluna v. Amerit Fleet Solutions, Inc., et al.* (San Bernardino County Superior Court Case No. CIVDS1721564) was granted on October 19, 2018, and the award of attorneys’ fees involved compensation at the rate of \$671.72 per hour; final approval of the class and representative action settlement in *Maryjo Ungerbuhler Anderson v. Boyett Petroleum* (Stanislaus County Superior Court Case No. 2020582) was granted on May 15, 2018, and the award of attorney’s fees involved compensation at the rate of \$780.77 per hour; and final approval of the class and representative action settlement in *Demetrius Camarillo v. Blue Diamond Growers* (Sacramento County Superior Court Case No. 34-2015-00175871) was granted on June 30, 2017, and the award of attorneys’ fees involved compensation at the rate of \$845.64. *Id.*, ¶ 12.

It also bears noting that a court may apply a multiplier in consideration for risk, efficiency, and/or obtaining a substantial result, to enhance the lodestar for purpose of cross-check. See *Ketchum*, 24 Cal.4th at 1133-34 (holding that a risk multiplier may be applied to compensate contingency fee attorneys at a fair market rate). Such an enhancement “mirrors the established practice in the private legal market of rewarding attorneys for taking the risk of nonpayment by paying them a premium over their normal hourly rates for winning contingency cases.” *Vizcaino*, 290 F.3d at 1051; accord *Ketchum*, *supra*, 24 Cal.4th 1122, 1132-34. A risk multiplier also serves to bring the financial incentives for enforcing important rights “into line with incentives [attorneys] have to undertake claims for which they are paid on a fee-for-services basis.” *Ketchum*, 24 Cal.4th at 1132. Courts have also approved fee awards with multipliers of 2 and even higher. See, e.g., *City of Oakland v. Oakland Raiders* (1988) 203 Cal.App.3d 78 (affirming a 2.34 multiplier without remand); *Wershba*, *supra*, 91 Cal.App.4th at 255 (“Multipliers can range from 2 to 4 or even higher.”); *Sutter Health Uninsured Pricing Cases* (2009) 171 Cal.App.4th 495, 512 (applying a 2.52 multiplier on a lodestar cross-check); *Chavez*, *supra*, 162 Cal.App.4th at 66 (applying a 2.5 multiplier in a consumer class action).

The lodestar method as a cross-check to the percentage figure sought strongly supports the reasonableness of the requested attorneys’ fees. Accordingly, Plaintiff respectfully requests that the Court grant final approval of, and award, attorneys’ fees in the amount of \$105,000.00 to Class Counsel.

VII. COSTS TO BE REIMBURSED TO CLASS COUNSEL ARE FAIR AND REASONABLE, AND SHOULD BE APPROVED.

The Settlement provides for reimbursement of litigation costs and expenses of up to \$30,000.00. As set forth in the Declaration of Edwin Aiwazian, Class Counsel has incurred a total of \$14,999.92 in litigation costs and expenses.⁹⁴ 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.⁹⁵ The cost savings of \$15,000.08 will be part of the

⁹⁴ Aiwazian Decl., ¶ 18.

⁹⁵ *Ibid*.

Net Settlement Amount, which will be distributed to the Participating Class Members in accordance with the Settlement.⁹⁶ Accordingly, Plaintiff requests that the Court award litigation costs and expenses in the amount of \$14,999.92 to Class Counsel.

VIII. THE SETTLEMENT ADMINISTRATION EXPENSES 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 \$9,000.00.⁹⁷ 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 in both English and Spanish; 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 preparing the associated tax forms; calculating Individual PAGA Payments; and transmitting payments, among other things.⁹⁸

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 \$9,000.00.

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

The Settlement provides for a Service Payment in the amount of \$7,500.00 to Plaintiff Juan Juarez Perez to compensate Plaintiff for the time and effort that he expended on behalf of the Class. 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

⁹⁶ Aiwazian Decl., ¶ 18.

⁹⁷ Phoenix Decl., ¶ 19.

⁹⁸ *Id.*, ¶ 2.

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.⁹⁹ Plaintiff was available whenever Class Counsel needed him and actively tried to obtain, and gave, information that would benefit the Class.¹⁰⁰ Plaintiff spent numerous hours speaking with Class Counsel about his claims, describing his work experiences with Defendant, and gathering and reviewing documents.¹⁰¹ 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.¹⁰²

The requested Service Payment was fully disclosed in the Class 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 Juan Juarez Perez to receive \$7,500.00 as a reasonable Service Payment for his services on behalf of the Class, PAGA Group Members, and the State of California., in addition to his individual settlement payment.

X. CONCLUSION

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

Dated: September 15, 2023

LAWYERS for JUSTICE, PC

By: _____



Selena Matavosian
Attorneys for Plaintiff and the Class

⁹⁹ Aiwasian Decl., ¶ 20; Declaration of Juan Juarez Perez (“Perez Decl.”), ¶¶ 3-5.

¹⁰⁰ Ibid.

¹⁰¹ Ibid.

¹⁰² Perez Decl., ¶ 8.