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

CHUMANI BROWN, 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; OSCAR
MORALES, individually, and on behalf of
other members of the general public similarly
situated;

Plaintiffs,

vs.

MED ONE GROUP, an unknown business
entity; MED ONE CAPITAL, INC., an
unknown business entity; MED ONE
CAPITAL FUNDING, LLC, an unknown
business; and DOES 1 through 100, inclusive,

Defendants.

Case No.: RG21095229

Honorable Han Tran
Department 22

CLASS ACTION

**PLAINTIFFS' NOTICE OF MOTION
AND MOTION FOR FINAL APPROVAL
OF CLASS ACTION SETTLEMENT,
CLASS COUNSEL FEES AND COSTS,
AND INCENTIVE PAYMENTS;
MEMORANDUM OF POINTS AND
AUTHORITIES IN SUPPORT THEREOF**

[Declaration of Class Counsel
(Tara Zabehi); Declaration of Class
Representative (Chumani Brown);
Declaration of Class Representative (Oscar
Morales); Declaration of Settlement
Administrator (Lindsay Romo); and
[Proposed] Final Approval Order and
Judgment filed concurrently herewith]

Reservation: 156888415351
Date: July 22, 2025
Time: 3:00 p.m.
Department: 22

Complaint Filed: April 6, 2021
FAC Filed: January 23, 2023
SAC Filed: July 15, 2024
Trial Date: None Set

1 **PLEASE TAKE NOTICE** that on July 22, 2025 at 3:00 p.m., in Department 22 of the
2 above-entitled Court, located at 1221 Oak Street, Oakland, California 94612, Plaintiffs Chumani
3 Brown and Oscar Morales (“Plaintiffs”) will and hereby does move for an order granting final
4 approval of:

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

- 8 • A Net Settlement Amount of approximately **\$214,187.05** will be fully distributed to the
9 Class Members who do not submit a valid and timely Request for Exclusion
10 (“Participating Class Member”);
- 11 • **No Objections** were submitted to the settlement administrator, Simpluris, Inc,
12 (“Simpluris” or “Settlement Administrator”);
- 13 • **Two (2) Requests for Exclusion** were submitted to the Settlement Administrator;

14 2. Payment in the amount of **\$186,645.28** to Lawyers *for* Justice, PC (“Class
15 Counsel”), representing thirty-five percent (35%) of the Escalated Gross Settlement Amount, for
16 attorneys’ fees, which is reasonable and justified on a percentage-basis and also based on a lodestar
17 cross-check;

18 3. Payment in the amount of **\$11,516.90** to Class Counsel for reimbursement of
19 litigation costs and expenses;

20 4. Payment in the amount of **\$5,923.00** to the Settlement Administrator, for Settlement
21 Administration Costs;

22 5. Payment in the amount of **\$7,500.00** each to Plaintiffs Chumani Brown and Oscar
23 Morales, as Incentive Payments, for their time and effort in representing the Class; and

24 6. Allocation of the penalties under the Private Attorneys General Act of 2004,
25 California Labor Code section 2698, *et seq.*, in the amount of \$100,000.00, of which seventy-five
26 percent (75%), or **\$75,000.00**, will be paid to the California Labor and Workforce Development
27 Agency and twenty-five percent (25%), or **\$25,000.00**, will be distributed on a *pro rata* basis to
28 PAGA Members based on their PAGA Workweeks during the PAGA Period.

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 (Tara Zabehi), Class Representatives (Chumani Brown and Oscar
6 Morales), and Settlement Administrator (Lindsay Romo of Simpluris) in support thereof; the
7 pleadings and other records on file with the Court in this matter; and such evidence and oral
8 argument as may be presented at the hearing on this Motion.

9 Dated: June 27, 2025

LAWYERS for JUSTICE, PC

10
11 By:



12 Tara Zabehi
13 *Attorneys for Plaintiffs and the Class*
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MEMORANDUM OF POINTS AND AUTHORITIES

I. SUMMARY OF MOTION

Plaintiffs Chumani Brown and Oscar Morales (“Plaintiffs”) seeks final approval of: (1) the Escalated Gross Settlement Amount of \$533,272.23; (2) attorneys’ fees in the amount of \$186,645.28, which is thirty-five percent (35%) of the Gross Settlement Amount (“Class Counsel Fees”), and reimbursement of litigation costs and expenses in the amount of \$11,516.90 (“Class Counsel Costs”) to Lawyers for Justice, PC (“Class Counsel”); (3) Settlement Administration Costs in the amount of \$5,923.00 to Simpluris, Inc. (“Simpluris” or “Settlement Administrator”); (4) Incentive Payment in the amount of \$7,500.00 each to Plaintiffs Chumani Brown and Oscar Morales; and (5) allocation of \$100,000.00 for penalties under the Private Attorneys General Act of 2004, California Labor Code § 2698, *et seq.* (“PAGA Penalties”).

Plaintiffs seek relief on behalf of the following Class:

(1) All individuals who are current or former hourly-paid, non-exempt employees of Med One who worked in California at any time from April 1, 2020 to May 8, 2022 (“Hourly Class Members”); and (2) all individuals who are current or former salaried customer relations specialist employees of Med One who were classified as “exempt” and worked in California at any time from April 6, 2017 to May 8, 2022 (“Salaried 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 311.10 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 Escalated 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.

Plaintiffs move for final approval of the Incentive Payments in the amount of \$7,500.00 each, to compensate Plaintiffs for the time and effort that they expended spearheading this lawsuit on behalf of the Class. Plaintiffs also move for final approval of the payment to the Settlement

¹ First Amended Joint Stipulation of Class Action and PAGA Settlement and Release (“Settlement Agreement”), §5. “Class Period” is defined as the period of time from April 21, 2020 for the Hourly Class Members and April 6, 2017 to May 8, 2022 for the Salaried Class Members. *See id.*, § 6.

Administrator in the amount of \$5,923.00 for Settlement Administration Costs. Plaintiffs also move for final approval of the allocation of \$100,000.00 for the PAGA Penalties, of which seventy-five percent (75%), or \$75,000.00 (“LWDA Payment”), will be paid to the California Labor Workforce and Development Agency (“LWDA”) for its portion of the PAGA Penalties, and twenty-five percent (25%), or \$25,000.00 (“Employee PAGA Portion”), will be distributed on a *pro rata* basis to (1) all individuals who are current or former hourly-paid, non-exempt employees of Med One employed in California at any time from April 1, 2020 to May 8, 2022 (“Hourly PAGA Member(s)”; and (2) all individuals who are current or former salaried customer relations specialist employees of Med One who were classified as “exempt” employed in California from January 28, 2020 to May 8, 2022 (“Salaried PAGA Member(s)”) (“PAGA Members”).²

The requests for Class Counsel Fees and Costs, Incentive Payments, Settlement Administration Costs, and allocation for the PAGA Penalties 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 Class Counsel Fees and Costs, Incentive Payments, Settlement Administration Costs, or allocation for PAGA Penalties.*

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 the Class Counsel Fees and Costs, Incentive Payments, Settlement Administration Costs, and PAGA Penalties 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 Class Counsel Fees and Costs, Incentive Payments, Settlement Administration Costs, and PAGA Penalties, Plaintiffs also move for an order permitting the filing of this single consolidated memorandum, although it exceeds the page limit

² Settlement Agreement, § 26. “PAGA Period” is defined as the period from April 1, 2020 to May 8, 2022 for the Hourly PAGA Group Members and January 28, 2020 to May 8, 2022 for the Salaried PAGA Group Members. *See id.*, § 28.

established by California Rules of Court, Rule 3.1113(d), instead of filing several separate motions.

II. PROCEDURAL HISTORY AND FACTUAL BACKGROUND

Defendants Med One Group, Med One Capital Funding, LLC, and Med One Capital, Inc. (“Defendants” or “Med One”) provide medical equipment leasing, services to medical facilities, and direct sales to hospitals and other care facilities. Plaintiff Chumani Brown (“Plaintiff Brown”) is a former employee of Defendants and Plaintiff Oscar Morales (“Plaintiff Morales”) is a current employee of Defendants.

On April 6, 2021, Plaintiff Chumani Brown filed a Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. (“Original Complaint”) in the Alameda County Superior Court (“Court”), thereby commencing the above-captioned lawsuit (“Action”).

On June 4, 2021, Defendants filed an Answer to Plaintiff Brown’s Original Complaint and a Motion to Transfer Venue to Sacramento County Superior Court, which Plaintiff Brown opposed on June 24, 2021. On June 29, 2021, Defendants filed their Reply to Plaintiff Brown’s Opposition. The Court denied Defendants’ Motion to Transfer Venue on July 8, 2021.

On January 23, 2023, Plaintiff Brown filed a First Amended Class Action Complaint for Damages & Enforcement Under the Private Attorneys General Act, Cal. Labor Code § 2698, Et Seq.

On February 22, 2023, Defendant Med One Capital Funding, LLC filed an Answer to Plaintiff Brown’s First Amended Class Action Complaint.

On July 15, 2024, Plaintiff Brown and Plaintiff Morales filed a Second Amended Class Action Complaint for Damages & Enforcement Under the Private Attorneys General Act, Cal. Labor Code § 2698, Et Seq. (“Operative Complaint”).

On August 13, 2024, Defendants filed an Answer to Plaintiffs’ Second Amended Class Action Complaint.

Plaintiffs’ core allegation is that Defendants have violated the California Labor Code by engaging in a uniform practice and procedure, with respect to Plaintiffs, the Class Members, and

1 the PAGA Members of, inter alia, failing to pay all overtime and minimum wages, failing to
2 provide compliant meal and rest periods and associated premium pay, failing to timely pay wages
3 during employment and upon termination of employment, failing to provide compliant wage
4 statements, failing to maintain requisite payroll records, and failing to reimburse necessary
5 business expenses, and thereby engaged in unfair business practices in violation of California
6 Business and Professions Code section 17200, et seq. and conduct that gives rise to penalties
7 pursuant to PAGA. Plaintiffs contend that they, and the Class Members, are entitled to, inter alia,
8 unpaid wages, penalties (including and not limited to, penalties pursuant to PAGA), and attorneys'
9 fees.

10 Defendants have denied, and continue to deny, any liability and wrongdoing of any kind
11 associated with any of the allegations in the Action, and further deny that the Action is appropriate
12 for class treatment or representative adjudication for any purpose other than for settlement.

13 The Parties have actively litigated the Action since it was commenced on April 6, 2021.
14 On February 9, 2022, the Parties participated in a formal, full-day mediation conducted by Jeffrey
15 Krivis, Esq., a well-regarded mediator experienced in mediating complex labor and employment
16 matters. With the aid of the mediator's evaluation, the Parties ultimately reached the Settlement
17 described herein to resolve the Action in its entirety.

18 On August 2, 2023, Plaintiff Brown filed a Motion for Preliminary Approval of Class
19 Action Settlement ("Motion for Preliminary Approval") and supporting documents seeking
20 approval of the settlement reached by Plaintiff Brown and Defendants.

21 On October 10, 2023, the Court issued a tentative ruling ("October 10, 2023 Tentative
22 Ruling") by which it raised multiple points of inquiry with regards to Plaintiff Brown's Motion for
23 Preliminary Approval. On October 12, 2023, the Court issued an Order adopting its October 10,
24 2023 Tentative Ruling and continuing the hearing on Plaintiff Brown's Motion for Preliminary
25 Approval to November 14, 2023 at 2:00 p.m. in Department 22 of the above-captioned Court
26 ("October 12, 2023 Order"). The Court's October 12, 2023 Order sought further explanation of
27 the investigation performed, the sample size for the sampling of class members, time period for
28

Defendants' policies, any differences in the policies regarding hourly and salaried employees, and what, if any violations the records demonstrated.

On November 6, 2023, the Court approved the Parties' Joint Stipulation to Continue Hearing on Plaintiff Brown's Motion for Preliminary Approval of Class Action Settlement, and Deadline to File Supplemental Papers in Support Thereof and entered an Order continuing the hearing on Plaintiff's Motion for Preliminary Approval to December 5, 2023, at 2:00 p.m. in Department 22 of the above-captioned Court ("November 6, 2023 Order").

On November 28, 2023, Plaintiff Brown filed supplemental briefing in support of his motion for preliminary approval papers with the Court.

On December 5, 2023, the Court issued a minute order wherein the Court raised further points of inquiry regarding Plaintiff Brown's Motion for Preliminary Approval, and continued the hearing on Plaintiff's Motion for Preliminary Approval to January 9, 2024, at 2:00 p.m. ("December 5, 2023 Order").

On January 9, 2024, the Court issued a minute order wherein the Court continued the hearing on Plaintiff Brown's Motion for Preliminary Approval to January 30, 2024 at 2:00 p.m. ("January 9, 2024 Order").

The Court's December 5, 2023 Order and January 9, 2024 Order sought further support for why Plaintiff Brown has the typicality and adequacy to represent both misclassified salaried employees and non-exempt employees.

On January 23, 2024, Plaintiff Brown filed further supplemental motion for preliminary approval papers with the Court.

On February 14, 2024, the Court issued a tentative ruling ("February 14, 2024 Tentative Ruling") by which the Court denied Plaintiff Brown's Motion for Preliminary Approval on typicality grounds. On February 20, 2024, the Court issued an Order adopting its February 14, 2024, Tentative Ruling denying Plaintiff Brown's Motion for Preliminary Approval.

On September 30, 2024, Plaintiffs filed a renewed Motion for Preliminary Approval of Class Action Settlement ("Renewed Motion for Preliminary Approval") and supporting documents seeking approval of the First Amended Joint Stipulation of Class Action

1 and PAGA Settlement and Release (“Settlement,” “Agreement,” or “Amended Settlement
2 Agreement”) executed by Plaintiff Brown, Plaintiff Morales, and Defendants (together with
3 Plaintiffs, the “Parties”) on September 6, 2024.

4 On October 15, 2024, the Court issued a tentative ruling (“October 15, 2024
5 Tentative Ruling”) by which it raised multiple points of inquiry with regards to the Motion for
6 Preliminary Approval.

7 On October 22, 2024, the Court issued an Order adopting its October 15, 2024
8 Tentative Ruling and continuing the hearing on Plaintiffs’ Renewed Motion for Preliminary
9 Approval to November 22, 2024 at 9:30 a.m. in Department 22 of the above-captioned Court
10 (“October 22, 2024 Order”).

11 On November 15, 2024, Plaintiffs filed the Supplemental Declaration of Tara Zabehi in
12 Support of Plaintiffs’ Motion for Preliminary Approval of Class Action Settlement (“Supplemental
13 Declaration of Tara Zabehi”) to address the points of inquiry raised in the Court’s October 22,
14 2024 Order.

15 On November 22, 2024, the Court held a hearing on Plaintiffs’ Renewed Motion for
16 Preliminary Approval at which the Court requested a further declaration from Plaintiffs’ Counsel
17 setting forth the basis and calculations of (1) the number of workweeks per Class Member for both
18 Hourly Class Members and Salaried Class Members; (2) the estimated average Individual
19 Settlement Share for both Hourly Class Members and Salaried Class Members; and (3) the per
20 workweek discounted value of the class claims for both Hourly Class Members and Salaried Class
21 Members. On November 22, 2024, the Court issued an order adopting its ruling from the
22 November 22, 2024 hearing (“November 22, 2024 Order”).

23 On January 7, 2025, Plaintiffs filed the Declaration of Brian J. St. John in Support of
24 Plaintiffs’ Motion for Preliminary Approval of Class Action Settlement (“Declaration of Brian J.
25 St. John”) providing the basis and calculations requested in the Court’s November 22, 2024 Order.

26 On January 24, 2025, the Court issued a tentative ruling preliminarily approving the
27 proposed settlement. On January 27, 2025, the Court entered an Order Granting Preliminary
28 Approval of Class Action Settlement (“Preliminary Approval Order”), thereby preliminarily

1 approving the terms of the Settlement, the Class Notice, and the proposed administration
2 procedures and associated deadlines.

3 On or around March 4, 2025, the Parties filed a Joint Stipulation to Amend Class Notice
4 and to Continue Deadlines, informing the Court that the escalator clause in the Settlement
5 Agreement had been triggered, revising the Class Notice to reflect the increased Gross Settlement
6 Amount of \$515,317.59 and Attorneys' Fees of \$180,361.26, and seeking approval of the revised
7 Class Notice.

8 On or around March 4, 2025, the Court issued an order granting the Joint Stipulation to
9 Amend Class Notice and to Continue Deadlines ("Amendment of Class Notice").

10 On or around March 11, 2025, the Class Notice was mailed to all 112 Class Members
11 identified in the Class Data.

12 On or around March 19, 2025, Simpluris received Notice that an additional Class Member
13 should be added to the class. Their information was accepted on April 2, 2025 by Defense Counsel
14 and Simpluris mailed Notice to the additional Class Member on April 3, 2025.

15 On June 6, 2025, Simpluris was contacted by another individual requesting inclusion in the
16 Class. On June 10, 2025, Defense Counsel provided Simpluris with their employment information
17 and the individual was added as a Class Member. Simpluris mailed Notice to the additional Class
18 Member on June 12, 2025.

19 Plaintiffs' Counsel had requested Simpluris to inform them of any requests for inclusion
20 from the onset of the administration but became aware of the requested inclusion of both
21 Additional Class Members on June 12, 2025.

22 On June 12, 2025, Simpluris notified the Parties that with the inclusion of the two
23 Additional Class Members, the total number of Workweeks further increased by 201.89
24 workweeks, there are now 114 Class members, and the total number of Workweeks during this
25 period is 5,996.35.

26 On June 13, 2025, Defense Counsel notified Simpluris and Plaintiffs' Counsel that they
27 had conducted an internal audit and concluded that there were no other individuals who were
28 inadvertently excluded from the settlement class.

On June 13, 2025, the Parties agreed to further increase the Gross Settlement Amount to \$533,272.23 (“Escalated Gross Settlement Amount”), in light of the Escalator Clause being triggered a second time.

On June 19, 2025, Simpluris was able to get in contact with both Additional Class Members through a phone call. Thereafter, an email was sent to each Additional Class Member including their Notice Packet and requesting they provide written confirmation of their intention to participate in or opt-out of the Settlement. Both Additional Class Members responded via email and confirmed they would like to participate in the Settlement.

The inclusion of the two Additional Class Members has increased the average estimated Individual Settlement Payment to the Class Members.³

Plaintiffs now move for final approval of the Settlement, Class Counsel Fees and Costs, Incentive Payments, Settlement Administration Costs, and allocation for PAGA Penalties.

III. SUMMARY OF THE SETTLEMENT TERMS AND PLAN OF DISTRIBUTION

Under the terms of the Settlement Agreement, Defendants have agreed to pay an Escalated Gross Settlement Amount of \$533,272.23 on a non-reversionary basis, and separately the amounts necessary to pay its Employer Taxes,⁴ within twenty-one (21) calendar days of the Effective Date.⁵ Subject to approval by the Court, the Net Settlement Amount will be calculated by deducting the following amounts from the Escalated Gross Settlement Amount: (1) Class Counsel Fees and Costs, consisting of attorneys’ fees in the amount of \$186,645.28 and reimbursement of litigation costs and expenses in the amount of \$11,516.90, to Class Counsel; (2) Incentive Payments in the amount of \$7,500.00 each to Plaintiffs Chumani Brown and Oscar Morales; (3) Settlement Administration Costs in the amount of \$5,923.00 to Simpluris; and (4) PAGA Penalties in the amount of \$100,000.00.⁶ The Net Settlement Amount, which is estimated to be \$214,187.05, will

³ Declaration of Lindsay Romo (“Simpluris Declaration” or “Simpluris Decl.”) ¶¶ 24-25; Declaration of Tara Zabehe (“Zabehe Decl.”), ¶ 14.

⁴ Settlement Agreement, § 56 and 57; Amendment of Class Notice, Page 2.

⁵ Settlement Agreement, § 58.

⁶ *Id.*, §64.

1 be distributed in accordance with the Settlement Agreement, and there is no reversion to
2 Defendants.⁷

3 The Settlement Administrator will calculate each Participating Class Member's *pro rata*
4 share of the Net Settlement Amount ("Individual Settlement Share")⁸, in accordance with the
5 Settlement Agreement and as follows:

- 6 a. The Settlement Administrator will determine the total number of Workweeks for each
7 Participating Class Member and the total aggregated number of Workweeks worked by all
8 Participating Class Members during the Class Period. The Settlement Administrator will
9 be provided with such information, by Defendants, as is necessary to calculate each
10 Participating Class Member's Workweeks and the aggregated number of Workweeks. The
11 amount that each Participating Class Member will be eligible to receive will be calculated
12 by dividing each Participating Class Member's individual Workweeks by the total
13 Workweeks of all Participating Class Members, and multiplying the resulting fraction by
14 the Net Settlement Amount.⁹

15 The Settlement Administrator will calculate each PAGA Member's *pro rata* share of the
16 Employee PAGA Portion ("Individual PAGA Payment")¹⁰ as follows:

- 17 a. The Settlement Administrator will determine the total number of PAGA Workweeks for
18 each PAGA Member and the total aggregated number of PAGA Workweeks worked by all
19 PAGA Members during the PAGA Period. The Settlement Administrator will be provided
20 with such information, by Defendants, as is necessary to calculate each PAGA Member's
21 PAGA Workweeks and the aggregated number of PAGA Workweeks. The amount that
22 each PAGA Member will receive will be calculated by dividing each PAGA Member's
23 individual PAGA Workweeks by the total PAGA Workweeks of all PAGA Members, and
24 multiplying the resulting fraction by the Employee PAGA Portion. PAGA Members shall
25 be issued payment of their Individual PAGA Payment regardless of whether they opt out
26 of the Class Settlement.¹¹

27 Class Members had sixty (60) calendar days after the Settlement Administrator mailed the
28 Class Notice ("Response Deadline") to Class Members to submit a Request for Exclusion, submit
a Workweek Dispute, and/or submit an objection.¹² The Response Deadline was May 12, 2025.¹³
The Settlement Administrator has received two (2) written requests by a Class Member to exclude
himself or herself from the Class Settlement ("Request for Exclusion"), no written disputes

⁷ Simpluris Decl. ¶ 22.

⁸ Settlement Agreement, § 20.

⁹ *Id.*, § 65(a).

¹⁰ *Id.*, § 18.

¹¹ *Id.*, § 65(b).

¹² *Id.*, §§ 39, 43, 44 and 72.

¹³ Simpluris Decl., ¶ 17, Exh. A.

1 (“Workweeks Dispute”) to Workweeks, and no objections to the Class Settlement from Class
2 Members.¹⁴

3 Each Individual Settlement Share will be allocated as follows: one-third percent (33.33%)
4 wages (the “Wage Portion”) and two-thirds percent (66.66%) interest, penalties, and non-wage
5 damages (“Non-Wage Portion”).¹⁵ The Wage Portion will be reported on an IRS Form W-2 and
6 the Non-Wage Portion will be reported on an IRS Form 1099 (if applicable) by the Settlement
7 Administrator.¹⁶ The Settlement Administrator will withhold the employee’s share of taxes and
8 withholdings with respect to the Wages Portion of the Individual Settlement Shares, and issue
9 checks to Participating Class Members for their Individual Settlement Payments (i.e., payment of
10 their Individual Settlement Share net of these taxes and withholdings).¹⁷ Any payment for an
11 Individual PAGA Payment will be allocated as non-wage payments and will be reported on an IRS
12 Form-1099, if necessary.¹⁸ Employer Taxes will be paid separately and in addition to the Escalated
13 Gross Settlement Amount.¹⁹

14 The Settlement Administrator shall distribute the following payments: Within fourteen (14)
15 calendar days of the funding of the Settlement: (1) Individual Settlement Payment checks to all
16 Participating Class Members and Individual PAGA Payment checks to all PAGA Members; (2)
17 LWDA Payment to the LWDA; (3) the Class Representatives Incentive Payments to Plaintiffs, (4)
18 Class Counsel’s Fees and Costs to Class Counsel; and (5) Settlement Administration Costs to the
19 Settlement Administrator.²⁰

20 Each Individual Settlement Payment and Individual PAGA Payment check will be valid
21 and negotiable for one hundred and eighty (180) calendar days from the date the checks are issued,
22 and thereafter, shall be canceled.²¹ All funds associated with canceled checks will be transmitted
23 to the *cy pres*, Legal Aid at Work, in accordance with California Code of Civil Procedure section
24

25 ¹⁴ Simpruis Decl., ¶¶ 18-20.

26 ¹⁵ Settlement Agreement, § 65(c).

27 ¹⁶ *Ibid.*

28 ¹⁷ *Id.* §§ 18, 19, and 65.

¹⁸ *Id.* § 65(c).

¹⁹ *Id.* § 56.

²⁰ *Id.*, § 59.

²¹ *Id.*, § 78.

384.²²

IV. THE SETTLEMENT ADMINISTRATION PROCESS

The Court-appointed Settlement Administrator, Simpluris, has taken all necessary steps to effectuate the notice and settlement administration process, as set forth in the Court’s January 27, 2025 Preliminary Approval Order.

On January 28, 2025, Simpluris received the Court-approved text for the Class Notice.²³

On January 30, 2025, Simpluris received a mailing list from Defense counsel that contained each Class Member’s full name, last known mailing address, Social Security Number, and such other information and data as necessary for the Settlement Administrator to independently calculate the Workweeks (“Class Data”).²⁴ The Class Data contained information for one hundred twelve (112) individuals identified as Class Members.²⁵ Simpluris processed the names and addresses through the National Change of Address Database (“NCOA”) and updated the Class Data with any updated addresses located.²⁶

On February 21, 2025, Simpluris notified the Parties that the Escalator Clause had been triggered. The total number of Workweeks during this period was 5,794.46, which exceeded the Escalator Clause by 734.46 workweeks.²⁷ The Escalator Clause was triggered and the Parties agreed to increase the Gross Settlement Amount to \$515,317.59.²⁸

On March 11, 2025, Simpluris mailed the Class Notice via U.S. first class mail to one hundred twelve (112) individuals identified as Class Members in the Class Data.²⁹

On March 19, 2025, Simpluris received Notice that an additional Class Member should be added to the class. Their information was accepted on April 2, 2025, by Defense Counsel and Simpluris mailed Notice to the additional Class Member on April 3, 2025.³⁰

On June 6, 2025, Simpluris was contacted by another individual requesting inclusion in the

²² Settlement Agreement, § 78.

²³ Simpluris Decl., ¶ 5.

²⁴ *Id.*, ¶ 6.

²⁵ *Ibid.*

²⁶ *Id.*, ¶ 8.

²⁷ *Id.*, ¶ 7

²⁸ *Ibid.*

²⁹ *Id.*, ¶ 9.

³⁰ *Id.*, ¶ 11.

1 Class.³¹ On June 10, 2025, Defense Counsel provided Simpluris with their employment
2 information and the individual was added as a Class Member. Simpluris mailed Notice to the
3 additional class Member on June 12, 2025.³²

4 On June 13, 2025, Defense Counsel notified Simpluris and Plaintiffs' Counsel that they
5 had conducted an internal audit and concluded that there were no other individuals who were
6 inadvertently excluded from the settlement class.³³

7 On June 19, 2025, Simpluris was able to get in contact with both Additional Class Members
8 through a phone call.³⁴ Thereafter, an email was sent to each Additional Class Member including
9 their Notice Packet and requesting they provide written confirmation of their intention to
10 participate in or opt-out of the Settlement.³⁵ Both Additional Class Members responded via email
11 and confirmed they would like to participate in the Settlement.³⁶

12 With the inclusion of the two Additional Class Members, the total number of Workweeks
13 further increased by 201.89 workweeks.³⁷ The total number of Workweeks during this period is
14 5,996.35, which exceeds the Escalator Clause by 936.35 workweeks.³⁸ The Escalator Clause was
15 triggered a second time and the Parties agreed to increase the Gross Settlement Amount to
16 \$533,272.23.³⁹

17 As of the date of this Motion, no Class Notices were returned with a forwarding address.⁴⁰
18 Simpluris performed a skip-trace search on the nine (9) Class Notices that were returned to
19 Simpluris without forwarding addresses, located an updated address for seven (7) Class Members,
20 and promptly re-mailed the Class Notice to the updated addresses.⁴¹ Two (2) Class Notices were
21 returned to Simpluris as undeliverable a second time.⁴²

22
23 ³¹ Simpluris Decl., ¶ 12.

24 ³² Ibid.

25 ³³ *Id.*, ¶ 14.

26 ³⁴ *Id.*, ¶ 15.

27 ³⁵ Ibid.

28 ³⁶ Ibid.

³⁷ *Id.*, ¶ 16.

³⁸ Ibid.

³⁹ Ibid.

⁴⁰ *Id.*, ¶ 10.

⁴¹ Ibid.

⁴² Ibid.

As of the date of this Motion, the Settlement Administrator has received two (2) Requests for Exclusions, no objections to the Class Settlement, and no Workweek Disputes.⁴³

To date, there are one-hundred twelve (112) 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.⁴⁴ Pursuant to the terms of the Settlement, the Net Settlement Amount of approximately \$214,187.05 will be distributed to Participating Class Members in accordance with the terms of the Settlement.⁴⁵ Prior to the inclusion of the two Additional Class Members, the highest estimated Individual Settlement Payment was \$8,271.21, and the average estimated Individual Settlement Payment was \$1,732.44.⁴⁶ After the inclusion of the two Additional Class Members, the highest Individual Settlement Payment is currently estimated to be at least \$9,086.40 and the average Individual Settlement Payment is currently estimated to be at least \$1,912.38.⁴⁷ The highest Individual PAGA Payment is currently estimated to be \$530.52, and the average Individual PAGA Payment is currently estimated to be \$223.21.⁴⁸

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

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

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

Dunk v. Ford Motor Co. (1996) 48 Cal.App.4th 1794, 1801. "The list of factors is not exclusive and the court is free to engage in a balancing and weighing of the factors depending on the circumstances of each case." *Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 245.

⁴³ Simpluris Decl., ¶¶ 18-20.

⁴⁴ *Id.*, ¶¶ 18 and 21.

⁴⁵ *Id.*, ¶ 22.

⁴⁶ *Id.*, ¶ 23.

⁴⁷ *Id.*, ¶ 24.

⁴⁸ *Id.*, ¶ 26.

1 “Due regard should be given to what is otherwise a private consensual agreement between the
2 parties.” *Dunk*, *supra*, 48 Cal.App.4th at 1801.

3 The proponent of the settlement has the burden to show that it is fair and reasonable.
4 *Wershba*, *supra*, 91 Cal.App.4th at 245. At the final approval stage, a presumption of fairness
5 exists where, as here: “(1) the settlement is reached through arm’s-length bargaining; (2)
6 investigation and discovery are sufficient to allow counsel and the court to act intelligently; (3)
7 counsel is experienced in similar litigation; and (4) the percentage of objectors is small.” *Dunk*,
8 *supra*, 48 Cal.App.4th at 1802. In reviewing a class settlement, the court need not reach any
9 ultimate conclusions on the issues of fact and law that underlie the merits of the dispute.
10 *7-Eleven Owners for Fair Franchising v. Southland Corp.* (2000) 85 Cal.App.4th 1135, 1146. The
11 inquiry is not whether the settlement agreement is the best one that class members could have
12 possibly obtained, but whether the settlement, taken as a whole, is “fair, adequate, and reasonable.”
13 *Chavez v. Netflix, Inc.* (2008) 162 Cal.App.4th 43, 55. A settlement need not obtain 100 percent
14 of the damages sought in order to be fair, reasonable, and ultimately, meaningful. *Wershba*, *supra*,
15 91 Cal.App.4th at 251. Even if the proposed settlement affords relief that is substantially narrower
16 than it would be if the case were to be successfully litigated, that is no bar to a class settlement
17 because the public interest may indeed be served by a voluntary settlement in which each side
18 gives ground in the interest of avoiding prolonged litigation. *Ibid*.

19 A. **The Settlement Resulted from Arm’s-Length Negotiations Based Upon**
20 **Extensive Investigation and Discovery.**

21 The parties actively litigated the case since it was commenced on April 6, 2021. Class
22 Counsel investigated the veracity, strength, and scope of the claims, and was preparing the matter
23 for class certification and trial prior to reaching the Settlement.⁴⁹ The parties conducted significant
24 investigation and formal and informal discovery regarding the facts of the case, exchanging a large
25 volume of documents, information, and data in the course of litigation and in connection with
26 mediation and settlement negotiations.⁵⁰ Class Counsel served written discovery requests and
27

28 ⁴⁹ Zabehi Decl., ¶ 18.

⁵⁰ *Ibid*.

1 reviewed Defendants' responses thereto.⁵¹ Class Counsel also reviewed and analyzed a large
2 volume of information, documents, and data obtained from Plaintiffs, Defendants, and other
3 sources.⁵² The information, documents, and data reviewed and analyzed by Class Counsel
4 included, and were not limited to, Plaintiffs' personnel records (including records of requests for
5 business expense reimbursement, mileage logs, mileage reimbursement requests, authorization for
6 background investigation, and paystubs, among other information and documents), wage and
7 earnings statements for Plaintiffs and redacted wage statements and paystubs for a sampling of
8 Class Members, job descriptions, salary information for various positions at Defendants' locations,
9 timesheets, meal and break information, and overtime information for a sampling of Class
10 Members, Defendants' Meal Period Waiver Agreement, multiple iterations of the Med One Group
11 Employee Handbook, Defendants' policies regarding paid time off, paid holidays, and various
12 forms of leave, Defendants' procedures, including clocking in or out for a shift, payment of
13 overtime, and regular pay periods, Defendants' stated policies regarding appearance and
14 attendance expectations, among other policies and procedures and documents.⁵³ Plaintiffs' Counsel
15 interviewed Plaintiffs and conducted investigations to gather facts and circumstances surrounding
16 Plaintiffs and putative class members' employment and to identify potential witnesses.⁵⁴ Class
17 Counsel researched applicable law, developed liability, damages, and penalties valuation models
18 in connection with mediation and settlement negotiations, and met and conferred with Defendants'
19 counsel on numerous occasions, e.g., to discuss issues relating to the pleadings, case management,
20 discovery, and the production of information, documents, and data in the course of litigation as
21 well as mediation and settlement negotiations.⁵⁵ Other work performed by Class Counsel included,
22 and was not limited to, case strategy and analysis; drafting, reviewing, and revising pleadings and
23 the mediation brief; drafting formal discovery; preparing and appearing for court proceedings; and
24 preparing for and attending mediation and settlement negotiations.⁵⁶

25
26 ⁵¹ Zabehe Decl., ¶ 18.

27 ⁵² Ibid.

28 ⁵³ Ibid.

⁵⁴ Ibid.

⁵⁵ Ibid.

⁵⁶ Ibid.

After conducting significant formal and informal discovery and investigation into the facts of the case, a formal, full-day mediation was conducted by Jeffrey Krivis, Esq., a well-regarded mediator experienced in mediating complex labor and employment matters.⁵⁷ In the course of mediation and settlement negotiations, the parties exchanged information and data, and discussed all aspects of the case, including and not limited to, the risks and delays of further litigation; the risks to the parties of proceeding with class certification and trial; the law relating to class certification, off-the-clock theory, misclassification, meal and rest periods, waivers, representative PAGA claims and manageability, and wage-and-hour law and enforcement; the evidence produced and analyzed; and the possibility of appeals, among other things.⁵⁸ During all settlement discussions, the parties conducted their negotiations at arm's length in an adversarial position.⁵⁹ Arriving at a settlement that was acceptable to the parties was not easy.⁶⁰ Defendants and their counsel felt very strongly about Defendants' ability to prevail on the merits and to avoid class certification and representative adjudication.⁶¹ Meanwhile, Plaintiffs and Class Counsel disagreed with these contentions and believed that they would be able to obtain class certification and prevail at trial.⁶² After conducting significant formal and informal discovery and investigations, extensive settlement negotiations, and with the aid of the mediator's evaluation, the Parties agreed that the matter was well-suited for settlement given the legal issues relating to Plaintiffs' principal claims, as well as the costs and risks to the parties that would attend further litigation.⁶³

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 Plaintiffs and other Class Members.⁶⁴ Class Counsel also reviewed and analyzed a volume of information, documents, and data produced by Defendants and obtained through other sources, and performed research into the

⁵⁷ Zabehi Decl., ¶ 20.

⁵⁸ *Id.*, ¶¶ 18 and 20.

⁵⁹ *Id.*, ¶ 20.

⁶⁰ *Ibid.*

⁶¹ *Ibid.*

⁶² *Ibid.*

⁶³ *Ibid.*

⁶⁴ *Id.*, ¶ 18.

law concerning certification, off-the-clock theory, misclassification, meal and rest periods, representative PAGA claims, wage-and-hour law and enforcement, Plaintiffs' claims and damages, and Defendants' defenses, as well as facts discovered.⁶⁵ The Settlement was based on this large volume of facts, evidence, and investigation.⁶⁶ Additionally, Class Counsel has extensive experience in handling complex wage-and-hour cases, including significant experience in employment class action litigation.⁶⁷

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

The risks inherent in litigating the claims through certification proceedings, trial, and/or appeals, favor resolving this matter for an Escalated Gross Settlement Amount of \$533,272.23.⁶⁸ 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.⁶⁹ Had the action not settled, Defendants would have vigorously challenged class certification, manageability of representative adjudication, and liability. Defendants contended that individualized questions of fact predominate over any common issues, and these issues would pose challenges to certification and representative adjudication. Defendants would have likely argued again at trial, if any, that Plaintiffs' claims were not appropriate for class-wide and/or representative adjudication. On the other hand, Defendants also faced the risk of the Court certifying a class and allowing a jury to decide Plaintiffs' claims on a class-wide or representative basis. Additionally, preparation for trial would have been expensive for all parties.

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

⁶⁵ Zabehi Decl., ¶ 18.

⁶⁶ *Id.*, ¶¶ 18 & 20.

⁶⁷ *Id.*, ¶¶ 24-26.

⁶⁸ *Id.*, ¶¶ 11-12.

⁶⁹ *Id.*, ¶¶ 8-11.

1 abstract contention. The risks and expenses of further litigation outweighed any benefit that might
2 have been gained otherwise. These risks of further litigation include a determination that the
3 claims were unsuitable for class treatment and/or representative adjudication, class de-certification
4 after certification of a class, allowing a jury to decide the claims asserted in the case, and the real
5 possibility of no recovery after years of litigation. Additionally, the parties were moving into the
6 phase of the litigation where they would have to conduct a significant amount of additional
7 discovery, including and not limited to, depositions of Defendants' Person Most Knowledgeable
8 designees, expert witnesses, and percipient witnesses, such as managers, supervisors, and other
9 current and former employees throughout the State of California. Discovery disputes would have
10 certainly arisen, which would have cost the Parties additional time and money. In contrast, the
11 Settlement provides real and significant benefits for the Class here and now, while avoiding the
12 further expenses, risks, and delay of prolonged litigation with only the possibility of recovery.

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

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

20 The Settlement, which provides for an Escalated Gross Settlement Amount of \$533,272.23,
21 represents a fair, reasonable, and adequate resolution of this matter. The Settlement was calculated
22 using information and data uncovered through extensive case investigation, formal and informal
23 discovery, and the exchange of information in the context of preparing for mediation and
24 conducting ongoing settlement negotiations. The Settlement takes into account the potential risks
25 and rewards inherent in any case and, in particular, in this case. Moreover, considering all of the
26 facts in the case, the Escalated Gross Settlement Amount represents a considerable recovery.

27 Even after deducting attorneys' fees in the amount of \$186,645.28, litigation costs and
28 expenses in the amount of \$11,516.90, Incentive Payments in the amount of \$7,500.00 each to

1 Plaintiffs, Settlement Administration Expenses in the amount of \$5,923.00, and PAGA Penalties
2 in the amount of \$100,000.00, the Net Settlement Amount is currently estimated to be
3 \$214,187.05.⁷⁰ The Escalated Gross Settlement Amount will be fully paid out without any
4 reversion to Defendants, in accordance with the terms of the Settlement. As discussed in Section
5 III, *supra*, each Participating Class Member will be paid a *pro rata* share of the Net Settlement
6 Amount, based on the number of Workweeks credited to him or her. To date, there are one hundred
7 fourteen (112) Participating Class Members, representing 100% of the Class Members.⁷¹ The
8 highest Individual Settlement Payment to a Participating Class Member is currently estimated to
9 be \$9,086.40 and the average Individual Settlement Payment is currently estimated to be
10 \$1,912.38.⁷² The highest Individual PAGA Payment to a PAGA Group Member is current
11 estimated to be \$530.52 and the average Individual PAGA Payment is currently estimated to be
12 \$223.21.⁷³ These are significant individual recoveries, particularly in light of the risks of litigation.

13 At the final approval stage, “[a]n allocation formula need only have a reasonable, rational
14 basis [to warrant approval], particularly if recommended by experienced and competent class
15 counsel.” *In re American Bank Note Holographics, Inc., Securities Litigation* (S.D.N.Y. 2001)
16 127 F.Supp.2d 418, 429-30. The *pro rata* allocation here is a fair and reasonable way to distribute
17 the Net Settlement Amount. In light of the above considerations, Class Counsel believes that the
18 Settlement as a whole is fair, reasonable, and adequate, and in the best interest of the Class
19 Members.⁷⁴ Although the recommendations of Class Counsel are not conclusive, the Court can
20 properly take the recommendations into account, particularly if Class Counsel appears to be
21 competent, has experience with this type of litigation, and significant discovery and investigation
22 have been completed, as is the case here. Conte & Newberg, *Newberg on Class Actions* (4th Ed.,
23 2002) § 11.47. Accordingly, the Court should grant final approval of the Settlement.

24 **D. The Class Was Represented by Competent Counsel.**

26 ⁷⁰ Simpluris Decl., ¶ 22.

27 ⁷¹ *Id.*, ¶ 21.

27 ⁷² *Id.*, ¶ 24.

28 ⁷³ *Id.*, ¶ 26.

⁷⁴ Zabehi Decl., ¶ 29.

Class Counsel has extensive experience in employment class action law and complex wage-and-hour litigation.⁷⁵ 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.⁷⁶ Both Parties' counsel were capable of assessing the strengths and weaknesses of the Class Members' claims against Defendants 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.*⁷⁷ Specifically, no objections have been made as to the Gross Settlement Amount or requested Class Counsel Fees and Costs, Incentive Payments, Settlement Administration Costs, or the allocation for PAGA Penalties. 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.

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

⁷⁵ Zabehi Decl., ¶¶ 24-26.

⁷⁶ Ibid.

⁷⁷ Simpluris Decl., ¶ 19.

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, 34.⁷⁸ 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 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

⁷⁸ 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.

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 Defendants 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).

Defendants will pay an Escalated Gross Settlement Amount of \$533,272.23 on a non-reversionary basis. The requested attorneys’ fees are thirty-five percent (35%) of the total value of the monetary settlement. In light of Class Counsel’s successful prosecution and resolution of the case, the requested attorneys’ fees are appropriate and reasonable.

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

such and should be approved on a percentage basis.

The percentage method is consistent with, and is intended to mirror, the practice in the private marketplace where contingent-fee attorneys typically negotiate percentage-fee arrangements with their clients. A named plaintiff's agreement to pay a contingent fee is powerful evidence of a reasonable fee. One of the best ways to demonstrate the value of counsel's work to the class is to review the consideration agreed to be paid by the named plaintiff. If the named plaintiff has employed counsel on a contingency-fee basis, it would indeed be inequitable for the members of the class, who will enjoy the benefits of the settlement without incurring the risks of bringing the claim, to pay less than the named plaintiff. In this case, Plaintiffs have agreed to a contingency fee of at least thirty-five percent (35%) of the recovery.⁷⁹

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 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 Plaintiffs and the Class, and the results achieved justify an attorneys’ fees award that is the equivalent of the standard market

⁷⁹ Zabehe Decl., ¶ 21.

1 fee and that is consistent with the contingency-fee agreement entered into by and between Plaintiffs
2 and Class Counsel. Thus, the requested attorneys' fees are appropriate.

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

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

14 Each and every one of these factors favors the attorneys' fees sought here; however, some
15 of the most relevant factors to this Court's fee determination will be addressed herein. The award
16 of attorneys' fees in the amount of \$186,645.28 (which is 35% of the Escalated Gross Settlement
17 Amount) is commensurate with the time, effort, and expense dedicated to the case, the contingent
18 nature of Class Counsel's fee and the risks taken in commencing the case, the skill and
19 determination required, the results that Class Counsel has achieved, and the value of the settlement
20 that Class Counsel has obtained for the Class Members.

21 ***1. Time & Labor.***

22 Class Counsel used its experience and skills, and dedicated the full extent of resources, to
23 litigate and bring this matter to a successful conclusion on behalf of the Class. Moreover, as
24 demonstrated in the supporting declaration, Class Counsel has extensive experience in the handling
25 of class actions and complex litigation matters.⁸⁰

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⁸⁰ Zabehi Decl., ¶¶ 24-26.

As outlined in the Declaration of Tara Zabehi, Class Counsel has fully and actively participated in litigation of this case.⁸¹ Prior to commencing the lawsuit, Class Counsel had conducted a significant amount of investigation into the factual and legal issues, Defendants' business, and its operations and employment policies, practices, and procedures.⁸² During the litigation of the action, Class Counsel had the opportunity to interview Plaintiffs and other Class Members; propounded formal written discovery requests; reviewed and analyzed a large volume of pages of documents and data obtained from Defendants, Plaintiffs, and other sources; and prepared damages, penalties, and valuation calculations.⁸³ Class Counsel also met and conferred with Defendants' 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.⁸⁴

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 Time and Task Chart, which is attached as "**EXHIBIT A**" to the accompanying Declaration of Tara Zabehi, sets forth in detail the hours that Class Counsel has spent performing tasks on behalf of Plaintiffs, the Class, and the State of California.⁸⁵ The Time and Task 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. Attorneys at Lawyers for Justice, PC have spent **311.10** hours performing tasks and to obtain a significant recovery on behalf of Plaintiffs and the Class.⁸⁶ These hours were required to bring this matter to its successful conclusion. In light of the value of time expended and the

⁸¹ Zabehi Decl., Exh. A.

⁸² *Id.*, ¶¶ 17-18 & Exh. A.

⁸³ *Id.*, ¶ 18.

⁸⁴ *Ibid.*

⁸⁵ *Id.*, Exh. A.

⁸⁶ *Id.*, ¶ 23.

1 adjudication and had every intention of taking the case to trial on a class-wide basis if Defendants
2 did not offer an appropriate class-wide settlement. Despite all of the obstacles that had to be
3 overcome, as demonstrated in the Declaration of Tara Zabehi, Class Counsel used its extensive
4 experience in the handling of class actions and complex wage-and-hour litigation cases in order to
5 obtain the Settlement with maximum efficiency.⁸⁷

6 **2. The Value of the Settlement for the Class Members.**

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

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

21 As a result of this litigation and extensive settlement negotiations, Defendants agreed to
22 pay an Escalated Gross Settlement Amount of \$533,272.23 to settle the matter. After deducting
23 the attorneys' fees (\$186,645.28), litigation costs and expenses (\$11,516.90), Incentive Payments
24 (\$7,500.00 each to Plaintiffs), Settlement Administration Costs (\$5,923.00), and PAGA Penalties
25 (\$100,000.00) from the Escalated Gross Settlement Amount, it is currently estimated that the Net
26 Settlement Amount is approximately \$214,187.05.⁸⁸ The Net Settlement Amount will be fully
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28 ⁸⁷ Zabehi Decl., ¶¶ 24-26.

⁸⁸ Simpluris Decl., ¶ 22.

distributed in accordance with the terms of the Settlement. The highest Individual Settlement Payment to a Participating Class Member is currently estimated to be \$9,086.40 and the average Individual Settlement Payment is currently estimated to be \$1,912.38.⁸⁹ The highest Individual PAGA Payment is currently estimated to be \$530.52, and the average Individual PAGA Payment is currently estimated to be \$223.21.⁹⁰ The Settlement offers significant monetary relief to the Participating Class Members.

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

Plaintiffs entered into a contingency fee agreement with Class Counsel, and the representation of the Class provided by Class Counsel has been wholly contingent. Class Counsel took on the case without knowing whether any recovery would be obtained. Class Counsel has invested **311.10** hours of time to obtain relief on behalf of Plaintiffs, the Class, and the State of California.⁹¹ Class Counsel has also incurred litigation costs and expenses in the amount of \$11,516.90.⁹²

Class Counsel has borne all of the risks and costs of litigation and will not receive any compensation until recovery is obtained.⁹³ Class Counsel is well-experienced in wage-and-hour class action and complex litigation and used that experience to obtain a great result.⁹⁴ The skill and determination that Class Counsel has shown, along with the results obtained, justify the requested Class Counsel Fees and Costs. Considering the amounts requested, the work performed, and the risks incurred, the requested fees and costs are reasonable and should be awarded.

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

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

⁸⁹ Zabehe Decl., ¶ 24.

⁹⁰ *Id.*, ¶ 26.

⁹¹ *Id.*, ¶ 23, Exh. A.

⁹² See Part VII, *infra*.

⁹³ Zabehe Decl., ¶ 27.

⁹⁴ See *id.*, ¶¶ 24-26.

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

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

7 The results achieved, in light of the difficulties inherent in similar cases and the specific
8 difficulties faced in this matter, are considerable. The Settlement has yielded a positive response
9 from the Class Members—no Class Members objected to the Settlement and only two (2) opted
10 out of the Settlement.⁹⁵

11 The court in *Camden* noted that, “a key element of the common fund case is that fees are
12 [...] taken from the fund [...] and a common fund is itself the measure of success ... [and]
13 represents the benchmark on which a reasonable fee will be awarded.” *Camden*, 946 F. 2d 768,
14 fn. 28 (citing *Court Awarded Attorney Fees, Report of the Third Circuit Task Force* (October 8,
15 1985) 108 F.R.D. 237 and Newberg, *Attorney Fee Awards* § 2.07 (1986)).

16 Here, the results achieved and obtained on behalf of Plaintiffs and the Class are reasonable
17 in light of the risks inherent in further litigating this matter. Class Counsel’s efforts have resulted
18 in a settlement that provides for an Escalated Gross Settlement Amount of \$533,272.23.⁹⁶ The
19 Escalated Gross Settlement Amount will be fully paid out, in accordance with the terms of the
20 Settlement Agreement. The highest Individual Settlement Payment to a Participating Class
21 Member is currently estimated to be \$9,086.40 and the average Individual Settlement Payment is
22 currently estimated to be \$1,912.38.⁹⁷ The highest Individual PAGA Payment is currently
23 estimated to be \$530.52, and the average Individual PAGA Payment is currently estimated to be
24 \$223.21.⁹⁸

25 **5. The Reputation and Ability of the Attorneys.**

27 ⁹⁵ Simpluris Decl., ¶¶ 18-20.

28 ⁹⁶ Zabehi Decl., ¶¶ 22.

⁹⁷ Simpluris Decl., ¶ 24.

⁹⁸ *Id.*, ¶ 26.

1 Lawyers for Justice, PC is a recognized class action law firm that employed its attorneys’
2 knowledge, skills, and experience in bringing this case to a successful conclusion. Class Counsel
3 has years of complex and class action litigation experience, has recovered millions of dollars on
4 behalf of thousands of individuals in California, and has successfully handled numerous significant
5 wage-and-hour class action and complex cases.⁹⁹

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

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

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

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

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

26 As discussed above, the case was highly contested and required a significant amount of
27 time and labor. Defendants made it clear very early on that it disputed all of the allegations of the
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⁹⁹ Zabehi Decl., ¶¶ 24-26.

case and disputed that the matter was appropriate for class or representative treatment. Defendants raised affirmative defenses and denied liability, and the pursuit of this matter involved gathering and analyzing data not only from Defendants 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 Defendants' 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 Defendants, Plaintiffs 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 Tara Zabehi is a time and task chart that sets forth in detail the numerous tasks that Class Counsel performed on behalf of Plaintiffs and the Class, and the time required for completing those tasks.¹⁰⁰ The chart demonstrates that Class Counsel has spent a total of **311.10** hours litigating the case and finalizing the Settlement.¹⁰¹ In light of the facts and circumstances of the case, as well as the results that Class Counsel has achieved on behalf of Plaintiffs 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.***

¹⁰⁰ See Zabehi Decl., Exh. A.

¹⁰¹ *Id.*, ¶ 11.

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 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 \$533,272.23.

As set forth in the Declaration of Tara Zabehi, the professional backgrounds and experience of Class Counsel support a reasonable hourly rate of compensation of at least \$850 per hour for services provided by Class Counsel.¹⁰² Lawyers for Justice, PC has been awarded attorneys' fees, compensating the firm at the rate of at least \$850 per hour for legal service performed, by courts of this state.¹⁰³ While the circumstances of every case is unique, the fact remains that the work

¹⁰² Zabehi Decl., ¶¶ 23-26.

¹⁰³ 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.

performed and efforts undertaken by Class Counsel on behalf of the Class Members justify the requested attorneys' fees.

Applying the blended hourly rate of \$850 per hour to 311.10 hours would place a reasonable value of \$264,435.00 based on lodestar, for the work performed by Class Counsel. However, Class Counsel only seeks attorneys' fees in the amount of \$186,645.28, which is thirty-five percent (35%) of the total recovery, as provided for by the Settlement Agreement.

The lodestar method as a cross-check to the percentage figure sought strongly supports the reasonableness of the requested attorneys' fees. Accordingly, Plaintiffs respectfully request that the Court grant final approval of, and award, attorneys' fees in the amount of \$186,645.28 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 \$20,000.00. As set forth in the Declaration of Tara Zabehi, Class Counsel has incurred a total of \$11,516.90 in litigation costs and expenses.¹⁰⁴ 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.¹⁰⁵ The cost savings of \$8,483.10 will be part of the Net Settlement Amount, which will be distributed to the Participating Class Members in accordance with the Settlement.¹⁰⁶ Accordingly, Plaintiffs request that the Court award litigation costs and expenses in the amount of \$11,516.90 to Class Counsel.

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

As set forth in the accompanying Simpluris Declaration, the total costs incurred and to be incurred by Simpluris for the notice and settlement administration process are \$5,923.00.¹⁰⁷ The costs incurred and to be incurred include, but are not limited to, expenses for formatting, printing,

¹⁰⁴ Zabehi Decl., ¶ 21.

¹⁰⁵ Ibid.

¹⁰⁶ Ibid.

¹⁰⁷ Simpluris Decl., ¶ 27.

1 and mailing the Class Notice to the Class Members; performing skip-trace searches on Class
2 Notices returned as undeliverable; re-mailing the Class Notices to any updated addresses located
3 by skip-trace search; receiving, reviewing, and processing Requests for Exclusion, objections, and
4 Workweeks Disputes (if any); handling inquiries from Class Members regarding the Settlement;
5 calculating Individual Settlement Shares and preparing the associated tax forms; calculating
6 Individual PAGA Payments; and transmitting payments, among other things.¹⁰⁸

7 Accordingly, the Court should grant final approval of payment to Simpluris, a necessary
8 third-party for handling of the notice and settlement process, in the amount of \$5,923.00.

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

11 The Settlement provides for Incentive Payments in the amount of \$7,500.00 each to
12 Plaintiffs Chumani Brown and Oscar Morales to compensate Plaintiffs for the time and effort that
13 they expended on behalf of the Class. The requested Incentive Payments are both common and
14 reasonable and should be awarded.

15 In determining whether to make service payments, courts consider the following factors:
16 (1) the risk to the class representative in commencing suit, both financial and otherwise; (2) the
17 notoriety and personal difficulties encountered by the class representatives; (3) the amount of time
18 and efforts spent by the class representatives; (4) the duration of the litigation; and (5) the personal
19 benefit (or lack thereof) enjoyed by the class representatives as a result of the litigation. *Vranken*
20 *v. Atlantic Richfield Co.* (N.D. Cal. 1995) 901 F.Supp. 294, 299 (approving \$50,000 participation
21 award to a single class representative).

22 The requested Incentive Payments are fair and appropriate because Plaintiffs spent a
23 substantial amount of time and effort producing relevant documents and past employment records,
24 as well as providing the facts and evidence necessary to attempt to prove the allegations.¹⁰⁹
25 Plaintiffs were available whenever Class Counsel needed them and actively tried to obtain, and
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27 ¹⁰⁸ Simpluris Decl., ¶ 3 and 27.

28 ¹⁰⁹ Zabehi Decl., ¶ 28; Declaration of Chumani Brown (“Brown Decl.”), ¶¶ 2-5; Declaration of Oscar Morales
 (“Morales Decl.”), ¶¶ 2-5.

gave, information that would benefit the Class.¹¹⁰ Plaintiffs spent numerous hours speaking with Class Counsel about their claims, describing their work experiences with Defendants, and gathering and reviewing documents.¹¹¹ These services merit the requested Incentive Payments to Plaintiffs, who have not received any compensation for their efforts on behalf of the Class Members to date.¹¹²

The requested Incentive Payments were fully disclosed in the Class Notice that was mailed to the Class Members. No objections were made with regards to the requested Incentive Payment. Accordingly, it is appropriate and just for Plaintiffs Chumani Brown and Oscar Morales to receive \$7,500.00 each as reasonable Incentive Payments for their services on behalf of the Class, PAGA Members, and the State of California., in addition to their individual settlement payment.

X. CONCLUSION

For the foregoing reasons, Plaintiffs respectfully request that the Court grant final approval of the Settlement, and award Class Counsel Fees and Costs, Incentive Payments, Settlement Administration Costs, and allocation for the PAGA Penalties, in their entirety, as sought herein; and permit the filing of a memorandum that exceeds the page limit.

Dated: June 27, 2025

LAWYERS for JUSTICE, PC

By:



Tara Zabehi
Attorneys for Plaintiffs and the Class

¹¹⁰ Zabehi Decl., ¶ 28.

¹¹¹ Ibid.

¹¹² Brown Decl., ¶ 8; Morales Decl., ¶ 8.