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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN MATEO

DAMONT RICHARDSON, an individual, and
RAOOF ABDUL SAYAD, an individual, on
behalf of themselves and others similarly
situated,

PLAINTIFFS,

v.

PEGASUS AVIATION SERVICES, LLC; and
DOES 1 thru 50, inclusive,

DEFENDANTS.

CASE NO. 21-CIV-00292

[Case Assigned for All Purposes to Hon.
Danny Y. Chou in Dept. 22]

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

*[Filed concurrently with Declarations of
Kelsey M. Szamet, John P. Briscoe; Damont
Richardson, Raoof Abdul Sayad, and Lluvia
Islas, Proposed Order, and Proposed
Judgment]*

Date: September 29, 2022

Time: 9:00 a.m.

Dept.: 22

Complaint Filed: January 21, 2021

FAC Filed: March 29, 2021

Trial Date: None Set

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

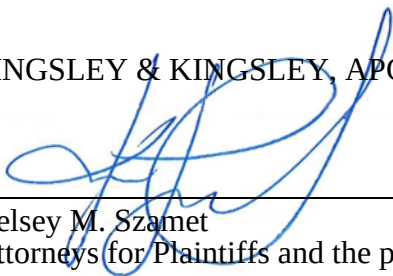
2 PLEASE TAKE NOTICE that on September 29, 2022 at 9:00 a.m. in Department 22 of
3 the above-entitled court, Plaintiffs Damont Richardson and Raoof Abdul Sayad (“Plaintiffs”) will,
4 and hereby do, move the Court for an Order granting final approval of Class Counsel’s Attorneys’
5 Fees and Costs pursuant to the Parties’ Stipulation of Settlement and Release of Class and
6 Representative Action. Plaintiffs also respectfully request that the Court award an enhancement of
7 \$8,000.00.

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

11 The Motion will be based on this Notice of Motion; the accompanying Memorandum of
12 Points and Authorities; the Declarations of Kelsey M. Szamet; John P. Briscoe; Plaintiff Damont
13 Richardson; Plaintiff Raoof Abdul Sayad; and ILYM Group, Inc.; all other papers and records on
14 file in this action; and on such oral and documentary evidence as may be presented at the hearing
15 on this Motion.

16
17 DATED: August 31, 2022

KINGSLEY & KINGSLEY, APC

18
19 By: 

Kelsey M. Szamet
Attorneys for Plaintiffs and the proposed class

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1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. INTRODUCTION**

3 Pursuant to California Rules of Court, rule 3.769 (b) and California Code of Civil
4 Procedure section 382, Plaintiffs Damont Richardson and Raoof Abdul Sayad (“Plaintiffs”) move
5 this Court for approval of an award of attorneys’ fees and reimbursement of expenses to Class
6 Counsel, pursuant to the terms of the preliminary-approved Stipulation of Settlement and Release
7 of Class and Representative Action (“Settlement Agreement” or “Settlement”) between named
8 Plaintiffs and Defendant Pegasus Aviation Services, LLC (“Defendant”). Class Counsel also
9 respectfully requests that the Court award an enhancement for the Named Plaintiffs of \$8,000.00.

10 **II. STATUS OF THE SETTLEMENT**

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

14 The Settlement Agreement has been preliminarily-approved by the Court and the Notice
15 of Class Action Settlement disseminated pursuant to the terms of the Settlement Agreement.
16 (Declaration of Kelsey M. Szamet ¶20 (“Szamet Decl.”); Declaration of Lluvia Islas ¶¶4-15 (“Islas
17 Decl.”).) As discussed in the Motion for Final Approval of Class Action Settlement, Class Counsel
18 worked diligently on behalf of the preliminarily certified Settlement Class Members in order to
19 obtain this Settlement.

20 **III. THE COURT SHOULD GRANT PLAINTIFFS’ APPLICATION FOR AN AWARD**
21 **OF ATTORNEYS’ FEES**

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

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

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

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

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

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

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

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

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

As detailed fully in the Settlement Agreement and set forth above, the Settlement Agreement provides for Defendant to create a Gross Settlement Amount of \$381,357.14. From that fund, Plaintiffs requests an award of attorneys’ fees in the amount of \$127,119.05, or 1/3 of the Gross Settlement Amount created on behalf of members of the Settlement Class. (Szamet Decl. ¶128.) This litigation resulted in “a substantial, actual and concrete . . . benefit on the members of an ascertainable class,” *Save El Toro Assn., supra*, 98 Cal.App.3d at p. 548, namely a non-reversionary settlement fund of \$381,357.14. Because none of the Settlement Class Members have paid fees to Class Counsel for their efforts during the litigation, equity requires that they pay a fair and reasonable fee based on what the market would traditionally require, no less than if they had hired private counsel to litigate their cases individually. Class Counsel is therefore entitled to a reasonable contingency fee of 1/3 from the Settlement fund as a whole.

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

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

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

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

///

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

In the present case, Class Counsel asks the Court to award a fee of 1/3 of the common fund, or \$127,119.05, as provided in the Settlement Agreement. This amount is reasonable because Class Counsel's diligent litigation efforts and experience led to an outstanding settlement, with an average net recovery of over \$1,712.74 per Settlement Class Member (See Islas Decl. ¶14), based on cognizable risks which are discussed in detail in Plaintiffs' Motion for Final Approval of Class Action Settlement.

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

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

Class Counsel extensively addressed the perceived risks in this case in the concurrently filed Motion for Final Approval of Class Action Settlement and will not repeat that analysis here. In addition to the complexity of this case, Class Counsel has borne the entire risk and costs of this litigation during the entire time that it has been pending, all on a pure contingency basis. (Szamet Decl. ¶129.) Through the investment of substantial effort and resources, Class Counsel has secured an outstanding Settlement of behalf of the Settlement Class Members. (*Id.*) Defendant vigorously contested liability, the amount of claimed damages, and the propriety of class certification. (*Id.*) It is this kind of situation, involving complex issues, that has been recognized as justifying a substantial attorney fee award. (*Id.*)

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

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

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

7 A. Class Counsel Are Not Requesting A Multiplier

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

17 Here, a lodestar cross-check confirms that the percentage requested is reasonable. Class
18 Counsel’s aggregate lodestar amounts to \$128,472.40 (without future hours)¹, which represents
19 203.00 hours of attorney work² on this litigation incurred from its inception through the filing of
20 Plaintiffs’ Motion for Final Approval. (Szamet Decl. ¶137.) As such, a lodestar crosscheck reveals
21 that Class Counsel’s requested fee would result in a slightly negative multiplier of 0.99. (Szamet
22

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

27 ² In the Court’s Order granting preliminary approval of settlement, the Court asked for billing
28 records. It is our firm’s practice to keep contemporaneous billing records. Per the Court’s
request, we have attached a copy of our billing report so that the Court can see the total time
spent and the amount spent per activity; however, the report is heavily redacted as we keep
very detailed descriptions that would reveal attorney work product and attorney-client
communications were the descriptions not redacted. (Szamet Decl. ¶138 and Exhibit “G”
thereto.)

Decl. ¶139.) Typically, the lodestar is merely the starting point of the calculation of a reasonable fee, and courts often multiply the lodestar by a factor to account for the risk of non-payment, delay in payment, the quality of work, and the novelty and difficulty of the issues involved. (*See Radar v. Thrasher* (1962) 57 Cal.2d 244, 253; *Beasley v. Wells Fargo Bank* (1991) 235 Cal.App.3d 1407, 1419; *Coal. for L.A. County Planning v. Bd. of Supervisors* (1977) 76 Cal.App.3d 241, 251.)

B. The Number of Hours Claimed is Reasonable

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

The amount of time spent on this case (over 200 hours), which culminated in a very favorable proposed Settlement for the Settlement Class Members, is reasonable given the complexity and novelty of the issues involved, the vigorous defense, the length and intensity of the litigation, and the exceptional results obtained. (Szamet Decl. ¶140.) Class Counsel litigated this action with great efficiency in light of the amount of work required to achieve the Settlement. (Szamet Decl. ¶141.) Class Counsel has submitted a declaration evidencing the reasonable hourly rate for their services and establishing the number of hours spent working on the case. (Szamet Decl. ¶¶137-161; Briscoe Decl. ¶¶10-20.) Accordingly, Plaintiffs are entitled to full compensation for the hours claimed by Class Counsel.

C. The Hourly Rates Requested Are Reasonable

Class Counsel is entitled to be compensated at hourly rates that reflect the reasonable market value of their legal services, based on their experience and expertise. (*See Serrano IV, supra*, 32 Cal.3d at pp. 640-43, n.31.) "The reasonable hourly rate is that prevailing in the community for similar work." (*PLCM Group, Inc. v. Drexler* (2000) 22 Cal.4th 1084, 1095.) Payment at full market rates is essential to entice well-qualified counsel to undertake difficult cases, such as this one. (*San Bernardino Valley Audubon Soc'y v. County of San Bernardino* (1984)

1 155 Cal. App. 3d 738, 755.) Additionally, calculation of a lodestar based on current hourly rates
2 is appropriate as a means of compensating for delay in payment. (*Missouri v. Jenkins by Agyei*
3 (1989) 491 U.S. 274, 283-84.)

4 The requested hourly rates in this case range from \$400.00 per hour to \$900.00. (Szamet
5 Decl. ¶142.) Class Counsel's hourly rates are fully supported by their experience and reputation
6 in handling complex employment litigation, including wage and hour class actions. (Szamet Decl.
7 ¶143; ¶¶123-124; 144-151; Briscoe Decl. ¶¶25-28.)

8 Mr. Kingsley is a 26-year attorney with expertise in wage and hour class action lawsuits.
9 (Szamet Decl. ¶144.) He has litigated several hundred such cases, including at the appellate level
10 at the U.S. Supreme Court, California Supreme Court, the Ninth Circuit, and the California Court
11 of Appeal. (Szamet Decl. ¶145.) He is also a prolific speaker at various seminars on employment
12 law and has contributed to legal publications on employment topics. (Szamet Decl. ¶146.)
13 Biographical information for the other handling attorneys is included in the concurrently filed
14 Declaration of Kelsey M. Szamet. (Szamet Decl. ¶¶147-151.) Likewise, John P. Briscoe and
15 Robert Wasserman of Mayall Hurley P.C. are seasoned attorneys with extensive expertise with
16 wage and hour class actions lawsuits. (See Declaration of Briscoe. ¶¶25-28.)

17 Class Counsel's charged rates are commensurate with the prevailing market rates in San
18 Mateo County for attorneys of comparable experience and skill handling complex litigation.
19 (Szamet Decl. ¶153.) Furthermore, Class Counsel's rates in calculating the lodestar are the same
20 rates charged to non-contingent hourly clients and thus necessarily reflect the current market value
21 of counsel's legal services.³ (Szamet Decl. ¶154.) Class Counsel has made all reasonable attempts
22 to avoid duplication of assignments and to assign tasks to timekeepers at the appropriate billing
23 rates. (Szamet Decl. ¶155.)

24 Finally, Class Counsel's rates are in line with the 2021-2022 Laffey Matrix, which is a fee
25 scale that courts often consult in determining the reasonableness of hourly rates. Under the

26
27 ³ The Court should also note that other California courts approved many of these same rates over
28 15 years ago. (See, e.g., *Bihun v. AT&T Info. Sys., Inc.* (1993) 13 Cal.App.4th 976, 997,
disapproved on other grounds, 6 Cal.4th 644, 664 [\$450 hourly rate was a reasonable fee based
on counsel's knowledge, skill, experience and reputation].)

adjusted Laffey Matrix, a reasonable rate for an attorney with 20+ years of experience, such as Mr. Kingsley, is \$919, a reasonable rate for an attorney with 11-14 years of experience, such as Ms. Szamet, Mr. Wasserman, and Mr. Briscoe is \$764, and a reasonable rate for an attorney with 4-7 years of experience, such as Mr. Penner is \$468. (Szamet Decl. ¶156; Ex. D [2021-2022 Adjusted Laffey Matrix].)

D. The Fees Requested Are Reasonable

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

In California, courts regularly use a multiplier of 2.0 or greater in statutory fee cases to approximate market fees.⁴ In fact, “[m]ultipliers in the 3-4 range are common in lodestar awards for lengthy and complex class action litigation.” (*Van Vracken v. Atlantic Richfield Co.* (N.D.Cal.1995) 901 F.Supp. 294, 298; *see Wershba, supra*, 91 Cal.App.4th at p. 255 [“Multipliers can range from 2 to 4 or even higher.”].) Here, Class Counsel is not requesting a multiplier and a lodestar crosscheck results in a slightly negative multiple of 0.99. (Szamet Decl. ¶160.)

Accordingly, Plaintiffs’ fee request is justified and the lodestar/multiplier cross-check confirms the reasonableness of Class Counsel’s fee request. The Court should therefore approve the attorneys’ fee award for time spent in the successful prosecution of this matter.

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

In addition to their request for fees, Class Counsel further request reimbursement of the reasonable out-of-pocket expenses advanced and/or incurred by them in connection with this

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

1 litigation, in the amount of \$21,134.93. (Szamet Decl. ¶162.) To date, Kingsley and Kingsley has
2 incurred \$19,430.88 in costs. (Szamet Decl. ¶163.) To date, Mayall Hurley P.C has incurred
3 \$1,104.05 in costs. (Briscoe Decl. ¶21.) Kingsley & Kingsley anticipates incurring an additional
4 \$600.00 in costs to file, serve, and copy this motion; to prepare for and attend the hearing; and for
5 future copy charges. (Szamet Decl. ¶164.) As such, Class Counsel is requesting a cost
6 reimbursement of \$21,134.93. (Szamet Decl. ¶165.)

7 All of the requested costs are reasonable in amount and were necessarily incurred by Class
8 Counsel in prosecuting this litigation. (Szamet Decl. ¶166, Ex. E; Briscoe Decl. ¶21, Ex. 2 [Class
9 Counsel's Cost Reports].)

10 Expenses in this matter to date include costs for filing fees, research, mediation,
11 employment of a database expert to synthesize the tens of thousands of lines of payroll and
12 timekeeping data produced by Defendant to assist with preparation of Plaintiffs' damage model,
13 and additional costs for the prosecution of this case evidenced in the costs spreadsheet attached to
14 the Declarations of Kelsey M. Szamet and John P. Briscoe. All of these costs have been incurred
15 in the course of this litigation, and all costs advanced have already been paid by Class Counsel.
16 (Szamet Decl. ¶167.)

17 Accordingly, the requested reimbursement of the reasonable out-of-pocket expenses
18 advanced and/or incurred is appropriate and justified as part of the overall settlement and the Court
19 should approve the request for reimbursement in the amount of \$21,134.93.

20 **VI. THE NAMED PLAINTIFFS' ENHANCEMENT SHOULD BE APPROVED**

21 Finally, Plaintiffs' Counsel request an enhancement of \$8,000.00 to the named Plaintiffs
22 Damont Richardson and Raoof Abdul Sayad for their work on behalf of the Class. (Szamet Decl.
23 ¶168.) As set forth in detail in Plaintiffs' Motion for Final Approval of Class Settlement, Damont
24 Richardson's declaration, and Raoof Abdul Sayad's declaration, Plaintiffs invested significant
25 time and effort in this case. (Szamet Decl. ¶169; Briscoe Decl. ¶24; Richardson Decl. ¶¶6-8; 11;
26 Sayad Decl. ¶¶6-8; 11.)

27 Plaintiffs were also at risk of for paying Defendant's legal fees and costs in the event that
28 Defendant prevailed at trial. (Szamet Decl. ¶173; Briscoe Decl. ¶23.)

1 The Class has benefited from Named Plaintiffs' action in stepping forward on their behalf
2 to bring this lawsuit. (Szamet Decl. ¶174.) The average settlement payment is \$1,712.74 for a
3 Settlement Class Member with a high of \$6,254.55. (Islas Decl. ¶14.)

4 Further, The Class Notice disclosed the enhancement award. (See Settlement Agreement
5 Ex. 1 [class notice], p. 3.) (Szamet Decl. ¶175.) As of today, no Settlement Class Member has
6 objected to the proposed enhancement. (Szamet Decl. ¶176.)

7 Under the circumstances, a representative payment of \$8,000.00 is justified and the Court
8 should award this payment to Damont Richardson and Raoof Abdul Sayad from the Gross
9 Settlement Amount as provided in the Settlement Agreement. (Szamet Decl. ¶177.)

10 **VII. PROOF OF SUBMISSION TO THE LABOR AND WORKFORCE**
11 **DEVELOPMENT AGENCY**

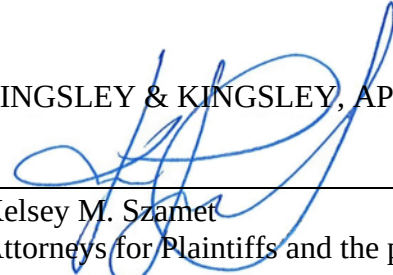
12 As indicated on the Proof of Service, Plaintiffs' Motion for Approval of Attorneys' Fees
13 and Costs ("Motion") was uploaded to the Labor and Workforce Development Agency's
14 ("LWDA") website on the date this Motion was filed as required by statute. Proof of submission
15 of Plaintiffs' Motion, all related documents, and copy of the email from the LWDA confirming
16 receipt is attached to the Declaration of Kelsey M. Szamet as Exhibit "F". (Szamet Decl. ¶178.)

17 **VIII. CONCLUSION**

18 Class Counsel respectfully requests that the Court award a fee equal to 1/3 of the gross
19 settlement amount, or \$127,119.05 and reimbursement of costs of \$21,134.93. Class Counsel also
20 respectfully requests that the Court award an enhancement for the Named Plaintiffs of \$8,000.00.
21 For the above reasons, all of these requests are appropriate and justified as part of the overall
22 Settlement, and the Court should approve them as reasonable and fair.

23
24 DATED: August 31, 2022

KINGSLEY & KINGSLEY, APC

25 By: 

26 Kelsey M. Szamet
27 Attorneys for Plaintiffs and the proposed class
28

(PROOF OF SERVICE)
[CCP 1013(a)(3)]
STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

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

On August 31, 2022, I served all interested parties in this action the following documents described as: **NOTICE OF MOTION AND MOTION FOR FINAL APPROVAL OF ATTORNEYS' FEES AND COSTS; MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT THEREOF** by placing a true copy thereof enclosed in a sealed envelope addressed as follows:

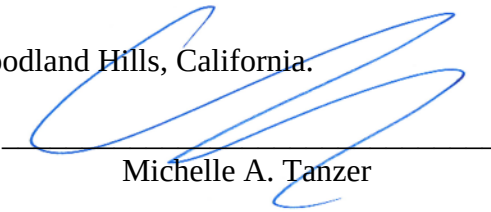
Heather Hearne hdh@kullmanlaw.com The Kullman Firm, PLC 4605 Bluebonnet Blvd., Suite A Baton Rouge, LA 70809	Emil Davtyan emil@davtyanlaw.com Davtyan Law Firm, Inc. 880 E. Broadway Glendale, CA 91205 John P. Briscoe jbriscoe@mayalllaw.com Mayall Hurley P.C. 2453 Grand Canal Boulevard Stockton, California 95207-8253
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[XX] BY ELECTRONIC SERVICE: I caused a true and correct copy thereof to be electronically filed using the Labor and Workforce Development Agency Electronic Filing ("EF") System (<https://dir.tfaforms.net/315>) and service was completed by electronic means by transmittal of the documents referenced herein on the EF System.

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

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

Executed on August 31, 2022, at Woodland Hills, California.



Michelle A. Tanzer