

Larry W. Lee (State Bar No. 228175)
Kristen M. Agnew (State Bar No. 247656)
Nicholas Rosenthal (State Bar No. 268297)
DIVERSITY LAW GROUP, P.C.
515 S. Figueroa Street, Suite 1250
Los Angeles, CA 90071
Tel: (213) 488-6555
Fax: (213) 488-6554

William L. Marder, Esq. (State Bar No. 170131)
POLARIS LAW GROUP
501 San Benito Street, Suite 200
Hollister, CA 95023
Tel: (831) 531-4214
Fax: (831) 634-0333

Attorneys for Plaintiff and the Class

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO**

RAKESH RAY, as an individual and on
behalf of all others similarly situated,

Plaintiffs,

vs.

C&W FACILITY SERVICES, INC.,
Massachusetts corporation; and DOES 1
through 50, inclusive,

Defendants.

Case No.: CIVSB2101321

[Assigned for all purposes to the Hon. David Cohn,
Department S-26]

**PLAINTIFF'S NOTICE OF MOTION AND
MOTION FOR FINAL APPROVAL OF
CLASS ACTION SETTLEMENT; AND
MEMORANDUM OF POINTS AND
AUTHORITIES IN SUPPORT**

Date: April 5, 2022
Time: 10:00 A.M.
Dept.: S-26

Complaint Filed: January 28, 2021
FAC Filed: April 22, 2021
SAC Filed: October 1, 2021

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

2 **PLEASE TAKE NOTICE** that on April 5, 2022, at 10:00 a.m., or as soon thereafter as the
3 matter may be heard, before the Honorable David Cohn, judge presiding, in Department S-26 of the
4 above referenced Court located at 247 West Third Street, San Bernardino, California 92415,
5 Plaintiff Ray Rakesh (“Plaintiff”) will and hereby does move this Court for an Order:

- 6 (1) granting final approval to the Stipulation of Class Action Settlement and Release
7 (“Stipulation” or “Settlement Agreement”) in this action;
- 8 (2) approving distribution of the settlement funds to the Class Members pursuant to the
9 terms of the Settlement;
- 10 (3) approving Plaintiff’s request for an award of the class representative enhancement
11 payment of \$15,000.00 to Plaintiff pursuant to the terms of the Settlement;
- 12 (4) approving Plaintiff’s Counsel’s request for an award of attorneys’ fees to Class
13 Counsel for 1/3 of the \$150,000.00 gross settlement fund, or \$50,000.00, and
14 reimbursement of litigation costs of \$2,808.97, pursuant to the terms of the
15 Settlement;
- 16 (5) approving Plaintiff’s request for payment of the settlement administration costs to
17 Phoenix Settlement Administrators in the amount of \$10,000.00, pursuant to the
18 terms of the Settlement;
- 19 (6) approving Plaintiff’s request for payment to the California Labor & Workforce
20 Development Agency (“LWDA”) for \$7,500.00, pursuant to the terms of the
21 Settlement; and
- 22 (7) entering final judgment as to all members of the Settlement Class in this action.

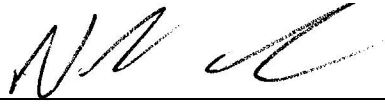
23 This Motion is made pursuant to Rule 3.769 of the California Rules of Court, which
24 provides for court approval of the settlement of a purported class action and allows the Court to
25 grant final certification of a class for settlement purposes. In light of the overwhelmingly positive
26 response, as shown by the lack of objections and requests for exclusion, there is no question that the
27 settlement is fair, reasonable, and adequate, and thus should be granted final approval.

28 This Motion will be based on the attached Memorandum of Points and Authorities and the

1 supporting Declarations of Larry W. Lee, Kristen M. Agnew, Nicholas Rosenthal, William L.
2 Marder, Plaintiff Ray Rakesh, and Jarrod Salinas of Phoenix Settlement Administrators, the oral
3 arguments of counsel (should there be any), and on the complete records and file herein.
4

5 DATED: March 11, 2022

DIVERSITY LAW GROUP, P.C.

6
7 By: 

Larry W. Lee

Kristen M. Agnew

Nicholas Rosenthal

Attorneys for Plaintiff and the Class

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1 **I. INTRODUCTION**

2 On October 1, 2021, Plaintiff Ray Rakesh (“Plaintiff”) filed the operative class and PAGA
3 complaint on behalf of himself and all similarly situated employees against Defendant C&W
4 Facility Services, Inc. (“Defendant”) in the Superior Court of the State of California for the County
5 of San Bernardino. The Complaint asserts: (1) a class claim for violation of California Labor Code
6 § 226; (2) an individual claim on behalf of Plaintiff for violation of Labor Code §§ 201-203; and (3)
7 violation of Labor Code § 2698, *et seq.* premised upon violation of Labor Code § 226. Declaration
8 of Nick Rosenthal (“Rosenthal Decl”) at ¶ 3. Specifically, the class and PAGA portions of
9 Plaintiff’s complaint alleged that the wage statements issued by Defendant failed to identify the
10 inclusive dates of the pay period and legal name and address of the employer. *Id.* Plaintiff seeks
11 penalties, attorneys’ fees, and costs.

12 Plaintiff now seeks the Court’s final approval of the Stipulation of Class Action Settlement
13 and Release (“Stipulation” or “Settlement Agreement”). In sum, the Settlement Agreement
14 provides for a \$150,000.00 **non-reversionary** fund to be created for the benefit of the Class, from
15 which attorneys’ fees, litigation costs, enhancement payment to the Plaintiff, payment to the
16 California Labor & Workforce Development Agency (“LWDA”), and costs of settlement
17 administration are to be paid. After these deductions are made, the entire net settlement fund will
18 be paid to all Class Members who did not opt-out of the Settlement (“Settlement Class Members”).

19 The history of this litigation was previously detailed in Plaintiff’s Preliminary Approval
20 Motion. This Court preliminarily approved this settlement on December 29, 2021, directing
21 distribution of class notice and scheduling the hearing for final approval of settlement (the
22 “Preliminary Approval Order”).

23 As directed by the Court, the Settlement Administrator distributed the Notice of Class
24 Action Settlement (“Class Notice”) to 182 Class Members. (Declaration of Jarrod Salinas (“Salinas
25 Decl.”) ¶ 5.) The deadline for Class Members to submit requests for exclusion or file objections is
26 March 21, 2022. (Salinas Decl. ¶¶ 8-9.) Zero (0) requests for exclusion or objections have been
27 filed. (*Id.*) As such, thus far there is a 100% participation rate by Class Members. Thus, an
28 inference can be made that the Class supports the Court’s Preliminary Approval Order finding that

1 the Settlement Agreement is fair and reasonable. As the opt-out deadline has not yet elapsed as of
2 the date of this filing, the administrator will submit a supplemental declaration after the deadline
3 has passed but prior to the Final Approval hearing. (Salinas Decl., ¶ 11.) Should any objections or
4 opt-outs be received after the filing of the instant Motion, Plaintiff will submit supplemental papers
5 addressing them.

6 In sum, in light of the settlement administration process and the results thereof, the lack of
7 any opt-outs, and the amount of class funds being paid out to the Class Members, the Court should
8 confirm its preliminary approval as this process supports the Court's initial finding that the
9 Settlement is fair and reasonable.

10 In addition to the results of the notice process, for the same reasons as set forth earlier in
11 Plaintiff's Motion for Preliminary Approval of Class Action Settlement, the following represent the
12 basic points previously covered that support approval of the settlement:

- 13 ▪ The Settlement provides a total settlement sum of \$150,000.00 which is **non-**
14 **reversionary**;
- 15 ▪ The Settlement is fair given that all Class Members will receive (*after deductions for*
16 *fees, costs, etc.*) on average, approximately \$359.39 per person (*See* Salinas Decl. ¶
17 11);
- 18 ▪ Class Members did not need to submit claim forms to participate in the settlement,
19 but are being paid automatically;
- 20 ▪ The allocation reflects that payment of claims will be paid to all Class Members on a
21 pro-rata basis, based on the number of wage statements each Class Member received
22 during the Class Period;
- 23 ▪ Plaintiff investigated the claims at issue, including exchanges of information by
24 Plaintiff and Defendant of class data for the entire class necessary for Plaintiff to
25 fully evaluate this case;
- 26 ▪ A highly regarded administrator, Phoenix Settlement Administrators ("Phoenix"),
27 was retained for fees of \$10,000.00; and
- 28 ▪ The LWDA will also be a beneficiary of this Settlement as it will receive \$7,500.00,

1 should this Settlement be granted final approval.

2 Accordingly, the Court should grant Final Approval consistent with the Preliminary
3 Approval Order.

4 **II. CLASS MEMBERS WERE PROVIDED PROPER NOTICE OF THE**
5 **SETTLEMENT**

6 The notice procedures required by the Preliminary Approval Order have been followed and
7 satisfy all due process rights of Class Members. The Preliminary Approval Order contemplated
8 that the Class Notice be sent to all Class Members by first class mail, as specified in the settlement.
9 The Preliminary Approval Order contemplated, further, that Phoenix would serve as the Settlement
10 Administrator.

11 As clearly stated in the Salinas Declaration, notice was provided to all Class Members as
12 required by the Preliminary Approval Order. (Salinas Decl. ¶¶ 2-5.) On January 28, 2022, the
13 Settlement Administrator received a Class Member mailing list from Defendant's counsel that
14 included 182 Class Members. (*Id.* ¶ 3.)

15 On February 4, 2022, the Settlement Administrator sent each Class Member a Class Notice
16 via first class mail. (*Id.* ¶ 4.) From the date of mailing zero (0) Class Notices were returned due to
17 incorrect addresses. (*Id.* ¶¶ 6-7.) Zero (0) Class Notices were returned with a forwarding address.
18 (*Id.*) As of date of this declaration, zero (0) Class Notices are considered undeliverable. (*Id.* ¶ 7.)
19 Further, the Class Notice provided Class Members with Class Counsel's contact information and
20 information about how they could seek further information regarding the settlement, leave
21 questions for the Settlement Administrator, and update their mailing address.

22 The provision of sending the Class Notice to Class Members as described above meets the
23 requirements for the "best notice practicable" in this case as necessary to protect the due process
24 rights of class members. (*See, e.g., Phillips Petroleum Co. v. Shutts* (1985) 472 U.S. 797, 811-12
25 (provision of "best notice practicable" with description of the litigation and explanation of opt-out
26 rights satisfies due process); *Eisen v. Carlisle & Jacquelin* (1974) 417 U.S. 156, 174-75 (individual
27 notice must be sent to class members who can be identified through reasonable means); *Mullane v.*
28 *Central Hanover Bank & Trust Co.* (1950) 339 U.S. 306, 314 (best practicable notice is that which

1 is “reasonably calculated, under all the circumstances, to apprise interested parties of the pendency
2 of the action and afford them an opportunity to present their objections”).)

3 Here, the Class Members were sent a mailing regarding the settlement that satisfies due
4 process rights. The mailing described the litigation, provided an explanation of the terms of the
5 settlement, explained Class Members’ rights, allowed Class Members to seek additional
6 information with Class Counsel contact information, and explained ways for Class Members to opt
7 out or object, if so desired. As such, this constitutes proper notice to the Class Members.

8 Accordingly, the Court may proceed to determine the fairness and adequacy of the
9 Settlement and enter its Order granting final approval, secure in the knowledge that all absent Class
10 Members have been given the opportunity to participate fully in the claims, exclusion, and the
11 approval process.

12 **III. THE SETTLEMENT TERMS ARE FAIR, ADEQUATE, AND REASONABLE, AND**
13 **THUS THE SETTLEMENT SHOULD BE GIVEN FINAL APPROVAL**

14 **A. Strength of Plaintiff’s Case and Likelihood of Certifying the Class**

15 In order to proceed as a class, there are two requirements which must be met—
16 ascertainability and community of interest. (*See Daar v. Yellow Cab Co.* (1967) 67 Cal. 2d. 695,
17 704.) Under California law, there are two basic requirements which must exist to sustain a class
18 action: “[t]he first is existence of an ascertainable class, and the second is a well-defined
19 community of interest in the questions of law and fact involved.” (*Vasquez v. Superior Court*
20 (1971) 4 Cal. 3d 800, 809.) “The community of interest requirement embodies three factors: (1)
21 predominant common questions of law or fact; (2) class representatives with claims or defenses
22 typical of the class; and (3) class representatives who can adequately represent the class.”
23 (*Richmond v. Dart Industries* (1981) 29 Cal. 3d 462, 470.)

24 **1. The Class is Ascertainable**

25 Whether a class is “ascertainable” within the meaning of Code of Civil Procedure § 382 is
26 determined by examining “(1) class definition, (2) the size of the class, and (3) the means available
27 for identifying the class members.” (*Reyes v. San Diego County Board of Supervisors*, (1987) 196
28 Cal. App. 3d 1263, 1271.)

1 Here, the Class is defined as: “all current and former employees of Defendant in the State of
2 California who received wages at any time between January 12, 2020, through February 14, 2021
3 and received paper copy wage statements” (the “Class”). There are 182 individuals that comprise
4 of the Class. (Salinas Decl. ¶ 3.) This is far more than the minimum required to certify a class.
5 Within the context of manageability, the issue is whether there exists sufficient means for
6 identifying class members at the remedial stage. (*Reyes, supra*, 196 Cal. App. 3d at pp. 1274-75.)
7 Class Members have already been identified by Defendant and Notice has been provided to all of
8 the Class Members. Accordingly, the Class is ascertainable under Code of Civil Procedure § 382.

9 **2. There is a Community of Interest**

10 The “community of interest” requirement embodies three separate factors: (1) predominant
11 common questions of law or fact; (2) class representatives whose claims are typical of the class; and
12 (3) class representatives who can adequately represent the class. (*Richmond, supra*, 29 Cal. 3d at p.
13 470; *Reese v. Wal-Mart Stores, Inc.* (1999) 73 Cal. App. 4th 1225, 1234.)

14 **a. There are Predominant Common Questions of Law and Fact**

15 “The ultimate question in every case of this type [class actions] is whether...the issues
16 which may be jointly tried, when compared with those requiring separate adjudication, are so
17 numerous and substantial that the maintenance of a class action would be advantageous to the
18 judicial process and to the litigants.” (*Lockheed Martin Corp. v. Sup. Ct.* (2003) 29 Cal. 4th 1096,
19 1104-05.)

20 Plaintiff alleges that Defendant, as a matter of its corporate policy, practice, or procedure,
21 violated the California Labor Code by failing to provide accurate itemized wage statements.
22 Defendant denies that liability could be established on a class-wide basis. Defendant contends
23 instead that liability and damages would need to be conducted on a case-by-case basis, and that
24 Plaintiff’s legal theories lack merit.

25 **b. Plaintiff’s Claims are Typical of the Class Claims**

26 The purported class representative’s claim must be “typical” but not necessarily identical to
27 the claims of other class members; it is sufficient that the representative is similarly situated so that
28 he or she will have the motive to litigate on behalf of the class. (*Classen v. Weller* (1983) 145 Cal.

1 App. 3d 27, 45.) Courts look to whether class members have similar injuries, “whether the action is
2 based on conduct which is not unique to the named [p]laintiff,” and whether other class members
3 were injured by the same conduct. (*Hanon v. Dataproducts Corp.* (9th Cir. 1992) 976 F.2d 497,
4 508.) The purpose of the typicality requirement “is to assure that the interest of the named
5 representative aligns with the interests of the class.” (*Id.* at p. 508.)

6 Here, Plaintiff was subjected to the same policies and practices as other Class Members.
7 Plaintiff was employed by Defendant as a non-exempt employee. Plaintiff alleges that he, like all
8 other Class Members, was not provided compliant wage statements. (Declaration of Ray Rakesh
9 (“Ray Decl.”) ¶ 3.) Specifically, like other members of the class, Plaintiff alleges that he received
10 wage statements that do not identify the inclusive dates of the pay period and legal name and
11 address of the employer. Thus, Plaintiff’s claims are typical to those of Class Members.

12 **c. Plaintiff Adequately Represented the Class**

13 The class representative, through qualified counsel, must be capable of “vigorously and
14 tenaciously” protecting the interests of the class members. (*Simons v. Horowitz* (1984) 151 Cal.
15 App. 3d 834, 846.)

16 Here, Plaintiff does not have any interests adverse to the Class, nor have any such issues
17 been raised or presented. (Ray Decl. ¶ 6.) Plaintiff has taken all necessary steps to represent the
18 interests of the Class, including providing information and documents to his counsel and reviewing
19 pleadings and documents in this case. (*Id.* ¶¶ 4, 7.) For such reasons, Plaintiff has adequately
20 represented the Class Members and will continue to do so.

21 **B. Defendant’s Allegations and Unlikelihood of Class Certification**

22 Defendant asserts that individualized issues predominate in this case, including without
23 limitation, whether Defendant provided accurate wage statements in compliance with the law. In
24 any event, even assuming that a class could be certified, Defendant asserts that it has complied with
25 all laws. Based thereon, Defendant continues to maintain that it is not liable for the allegations
26 made by the Plaintiff.

27 **C. Risks, Expenses and Complexity of Further Litigation**

28 Plaintiff believes that a class can be certified. However, Plaintiff also believes in the

1 fairness of the settlement that is based on factoring in the uncertainty and risks to Plaintiff involved
2 in not prevailing on one or more of the causes of action or theories alleged in his operative
3 complaint at trial, the possibility of non-certification, the possibility that the Court may award only
4 a small percentage of PAGA penalties, and the potential for any appeals. These risks of class
5 certification are compounded by the California Supreme Court's holding in *Duran v. U.S. Bank*
6 *Nat'l Ass'n* (2014) 59 Cal. 4th 1.

7 Defendant has maintained that there is no liability. As stated above, Defendant alleges that
8 a class could not have been certified. There is always a risk that the court will not grant
9 certification of the class, wherein the class will not be entitled to any damages. Based on the
10 foregoing, there was a substantial risk that Plaintiff would not have obtained the total amount of
11 damages and/or penalties alleged, and a substantial amount of complex issues that would have
12 necessitated significant expenditure of time and expenses. Therefore, the risks, expenses, and
13 complexity of further litigation warrant granting of this Motion.

14 **D. The Negotiation and Terms of the Settlement, and the Reception of the**
15 **Settlement by Class Members Strongly Support the Conclusion that the**
Settlement is Fair, Adequate, and Reasonable

16 Without reiterating the Parties' showing that the Settlement Agreement and the negotiation
17 process that led up to it was fair and adequate, as set forth in detail in the Motion for Preliminary
18 Approval of Class Action Settlement, the Parties highlight several key facts. First, the Settlement
19 was the product of negotiation between highly able and experienced attorneys on both sides who
20 possessed the relevant data and extensive legal research which they had carefully analyzed.
21 (Declaration of Nicholas Rosenthal ("Rosenthal Decl.") ¶ 3.) Thus, this Settlement is the result of
22 arm's length negotiations, and should be granted final approval.

23 Second, the results after mailing of the Class Notice also fully support confirmation of the
24 Court's preliminary approval of the settlement, as evidenced by the 100% participation rate. In
25 other words as of the date of this filing, none of the Class Members submitted exclusions to the
26 settlement or filed an objection to the settlement. (Salinas Decl. ¶¶ 6-7 .) In light of
27 overwhelmingly positive response to the settlement, the Court may appropriately infer that the
28 settlement is fair, adequate, and reasonable, when among other reasons, no Class Members have

1 opted out or objected to it. (*See Class Plaintiffs v. City of Seattle* (9th Cir. 1992) 955 F.2d 1268,
2 1291 (reaction of class members to the settlement is a factor supporting approval of a class action
3 settlement.)

4 **E. Under Well-Established Legal Principles, the Court Should Grant Final**
5 **Approval of the Settlement**

6 **1. Standard of Review**

7 On a motion for final approval of a class action settlement under California Code of Civil
8 Procedure § 382 and California Rules of Court, Rule 3.769, a court’s inquiry at this juncture is
9 whether the settlement is “fair, adequate and reasonable.” (*Officers for Justice v. Civil Serv.*
10 *Comm’n* (9th Cir. 1982) 688 F.2d 615, 625, *cert. denied subnom., Byrd v. Civil Serv. Comm’n*
11 (1983) 459 U.S. 1217.) A settlement is fair, adequate, and reasonable, and therefore merits final
12 approval, when “the interests of the class are better served by the settlement than by further
13 litigation.” (*See Manual for Complex Litigation Fourth* (Fed. Judicial Center 2004), § 21.6 at p.
14 309 (“MCL”).) The law favors settlement, particularly in class actions and other complex cases,
15 where substantial resources can be conserved by avoiding the time, cost, and rigors of formal
16 litigation. (*See 4 Newberg on Class Actions* (2008) 4th § 11.41; *Class Plaintiffs v. City of Seattle*
17 (9th Cir. 1992) 955 F.2d 1268, 1276; *Van Bronkhorst v. Safeco Corp.* (9th Cir. 1976) 529 F.2d 943,
18 950.)

19 Although the Court possesses “broad discretion” in determining that a proposed class action
20 settlement is fair, the Court’s role must be limited to the extent necessary to reach a reasoned
21 judgment that the agreement is not the product of fraud or overreaching by, or collusion between,
22 the negotiating parties, and that the settlement, taken as a whole, is fair, reasonable, and adequate to
23 all concerned parties. (*See Officers for Justice, supra*, 688 F.2d at p. 625.) Accordingly, the Court
24 should give due regard to what is otherwise a “private consensual agreement” between the parties.
25 (*Id.*; *see also Church v. Consolidated Freightways, Inc.* (N.D. Cal. 1993) 1993 WL 149840; *In re*
26 *Wash. Pub. Power Supply Sys. Sec. Litig.* (D. Ariz. 1989) 720 F. Supp. 1379; *MCL* § 21.6 at p. 309
27 (“The judicial role in reviewing a proposed settlement is critical, but limited to approving the
28 proposed settlement, disapproving it, or imposing conditions on it. The judge cannot rewrite the

1 agreement.”).)

2 A court’s approval of a class action settlement will only be reversed for a clear abuse of
3 discretion. (*See Dunk v. Ford Motor Co.* (1996) 48 Cal. App. 4th 1794, 1801; *Officers for Justice*,
4 *supra*, 688 F.2d at p. 626 (reversal of class settlement “only upon a strong showing that the district
5 court’s decision was a clear abuse of discretion”); *Class Plaintiffs, supra*, 955 F.2d at p. 1276;
6 *Ackerman v. Kassar* (9th Cir. 1993) 1993 WL 326453; *Linney v. Cellular Alaska P’ship* (9th Cir.
7 1998) 151 F.3d 1234, 1238.)

8 As the court cautioned in *7-Eleven Owners for Fair Franchising v. Southland Corp.* (2000)
9 85 Cal. App. 4th 1135, 1146:

10 It cannot be overemphasized that neither the trial court in approving the settlement
11 nor this Court in reviewing that approval have the right or duty to reach any ultimate
12 conclusions on the issues of fact and law which underlie the merits of the dispute. It
13 is well settled that in the judicial consideration of proposed settlements, ‘the [trial]
14 judge does not try out or attempt to decide the merits of the controversy,’ [citation]
and the appellate court ‘need not and should not reach any dispositive conclusions
on the admittedly unsettled legal issue.

15 2. The Settlement is Presumed to Be Fair

16 The Court should begin its analysis with the presumption that the settlement is fair and
17 should be approved:

18 [A] presumption of fairness exists where: (1) the settlement is reached through
19 arm’s-length bargaining; (2) investigation and discovery are sufficient to allow
20 counsel and the court to act intelligently; (3) counsel is experienced in similar
21 litigation; and (4) the percentage of objectors is small.

22 (*Dunk*, 48 Cal. App. 4th at p. 1802; *7-Eleven Owners for Fair Franchising*, 85 Cal. App. 4th at p.
23 1146; *accord, Ellis v. Naval Air Rework Facility* (N.D. Cal. 1980) 87 F.R.D. 15, 18; *In re Wash.*
24 *Pub Power Supply, supra*, 720 F. Supp. at p. 1387.)

25 The settlement here warrants approval and carries a presumption of fairness. As previously
26 noted in the Motion for Preliminary Approval, this settlement was negotiated at arm’s length
27 between the Parties and their counsel. (Rosenthal Decl. ¶¶ 3-5.)

28 Second, Class Counsel engaged in extensive factual investigation before settling, including

1 an extensive review and analysis of class data and information pertaining Defendant’s policies and
2 practices relevant to the class claims. (Rosenthal Decl. ¶ 3.) Further, Class Counsel is highly
3 experienced in this type of litigation. As shown in the supporting declarations, Class Counsel has
4 significant experience in class actions and employment wage and hour matters. (Rosenthal Decl. ¶¶
5 3, 8-9; Declaration of Larry W. Lee (“Lee Decl.”) ¶¶ 3-5; Declaration of Kristen Agnew (“Agnew
6 Decl.”) ¶¶ 3-8; Declaration of William L. Marder (“Marder Decl.”) ¶¶ 3-7.)

7 **3. Two-Way Costs and Other Risks Inherent in Continued Litigation** 8 **Favor Final Approval**

9 To assess the fairness, adequacy, and reasonableness of a class action settlement, the Court
10 also should weigh the immediacy and certainty of substantial settlement proceeds against the risks
11 inherent in continued litigation. (*See In re General Motors Corp.* (3d Cir. 1995) 55 F.3d 768, 806
12 (“present value of the damages plaintiffs would likely recover if successful, appropriately
13 discounted for the risk of not prevailing, should be compared with the amount of the proposed
14 settlement”) (internal citations omitted); *Girsh v. Jepson* (3d Cir. 1975) 521 F.2d 153, 157; *Boyd v.*
15 *Bechtel Corp.* (N.D. Cal. 1979) 485 F. Supp. 610, 616-17.)

16 If Plaintiff pursued this case without settlement and not prevail, Plaintiff would be
17 potentially responsible for Defendant’s fees and costs. Likewise, were any individual current or
18 former employees of Defendant to bring individual claims on the same causes of action, they would
19 each face the uncertainty of prevailing and the same possibility of becoming liable to pay fees and
20 costs to Defendant. Accordingly, such claims likely would not be brought by many of these current
21 and former employees who make up the Settlement Class. Thus, this lawsuit achieves a true benefit
22 for the Settlement Class that they might not otherwise get or seek as individuals. Here, given that a
23 fair and reasonable settlement has been reached, neither Plaintiff nor any of the Class Members will
24 be required to pay for Defendant’s litigation fees and costs. Thus, the risks undertaken by Class
25 Counsel should be considered a significant factor by the Court in its determination of final
26 approval. The Settlement provides a fair recovery to Class Members and eliminates the risk of
27 costs to Class Members or the Class Representative.

28 The settlement also affords finality, avoiding significant legal and factual battles that

1 otherwise may have prevented the Class from obtaining any recovery at all. While Class Counsel
2 believe that the Class Members' claims are meritorious and can be successfully litigated, counsel
3 are experienced and fully understand the inherent risks and uncertainty involved with such matters
4 including the resolution of class certification, the outcome of a potential trial, and the outcome of
5 any appeals that would inevitably follow should the Class prevail at trial. Class Counsel has also
6 assessed the same risks in connection with the current settlement. Because the Settlement provides
7 immediate and substantial relief, without the attendant risks and delay of continued litigation—not
8 to mention the threat of litigation fees and costs—Class Counsel believe that the Settlement
9 warrants the Court's final approval.

10 **4. The Complexity, Expense, and Likely Duration of Continued Litigation** 11 **Against Defendant Favor Final Approval**

12 Another factor considered by courts in approving a settlement is the complexity, expense,
13 and likely duration of the litigation. (*See Officers for Justice, supra*, 688 F.2d at p. 625; *Girsh,*
14 *supra*, 521 F.2d at p. 157.) In applying this factor, the Court must weigh the benefits of the
15 settlement against the expense and delay involved in achieving an equivalent or more favorable
16 result at trial. (*Young v. Katz* (5th Cir. 1971) 447 F.2d 431, 433-34.)

17 Here, as noted above, continued litigation could potentially have led to appeals on a number
18 of issues. On the other hand, the settlement that was reached provides all Class Members—
19 regardless of their means—with fair relief in a prompt and efficient manner. Were the Court to
20 deny final approval, the Class Members would be left without a remedy as a practical matter and
21 courts across the State would have to address the issues presented here in a piecemeal, costly, and
22 time-consuming manner. The settlement here is therefore consistent with the “overriding public
23 interest in settling and quieting litigation” that is “particularly true in class action suits.” (*See Van*
24 *Bronkhorst*, 529 F.2d at p. 950 (footnote omitted); *see also 4 Newberg* § 11.41.) Here, this case
25 could have potentially involved years of litigation, as evidenced by the Parties' litigation record and
26 history in similar wage and hour cases.

27 **5. The Opinion of Experienced Counsel Favors Final Approval**

28 Class Counsel supports the settlement as fair, reasonable, and adequate, and in the best

1 interest of the Class Members as a whole. (Lee Decl. ¶ 2; Agnew Decl. ¶ 2; Rosenthal Decl. ¶ 5;
2 Marder Decl. ¶ 2.) Similarly, counsel for Defendant is in favor of the settlement. The endorsement
3 of qualified and well-informed counsel of a settlement as fair, reasonable, and adequate is entitled
4 to significant weight by the Court in its final approval determination. (*See Officers for Justice*, 688
5 F.2d at p. 625; *Ellis*, 87 F.R.D. at p. 18; *Boyd*, 485 F. Supp. at p. 617; *Linney*, 151 F.3d at p. 1242.)

6 **IV. THE REQUESTED CLASS REPRESENTATIVE ENHANCEMENT SHOULD BE** 7 **APPROVED**

8 Class Representative Ray Rakesh requests an enhancement of \$15,000.00 in accordance
9 with the terms of the Settlement Agreement. Plaintiff met with Class Counsel and had several
10 discussions about the case. (Ray Decl. ¶¶ 4-5, 8.) Plaintiff also provided substantive information
11 and documents regarding Defendant's policies and practices to help support the class claims alleged
12 in this case. (*Id.*) Accordingly, Plaintiff provided invaluable information, evidence, and documents
13 that resulted in this settlement. In total, Plaintiff estimates that he spent approximately 25 hours
14 meeting with attorneys, gathering documents, and reviewing relevant documents in relation to this
15 matter. (Ray Decl., ¶ 7.)

16 In addition to the invaluable services that he provided, Plaintiff took significant risks,
17 personally, professionally, and monetarily in acting as the Class Representative, seeking benefits on
18 behalf of the class. (Ray Decl. ¶¶ 9-11.) Because the claims alleged by Plaintiff involved the
19 payment of costs to the prevailing party, Plaintiff undertook the risk that he may be required to pay
20 Defendant's fees and costs, in the event that Defendant prevailed in this action. Moreover, Plaintiff
21 understood that an individual case would have resolved much faster than a class action and
22 involved much less financial risk than a class action. Despite this, however, Plaintiff agreed to
23 pursue this case on behalf of the class. (*Id.* ¶ 9.) Significantly, given that future employers are
24 much less likely to hire individuals who have filed employment-related lawsuits, particularly cases
25 of this nature, Plaintiff also faced significant risk in not being able to find suitable prospective
26 employment, as a result of filing of this case against Defendant. (*Id.* ¶ 10.)

27 Plaintiff took these risks upon himself for the benefit of the Class. Class Members did not
28 have to file individual lawsuits and bear the risks of payment of costs if they did not prevail, nor did

1 they have to face the potential for retaliation and not getting future employment had they filed a
2 lawsuit which is a public record. These are significant benefits that weigh in favor of granting the
3 requested enhancement. Moreover, this litigation has resulted in a significantly valuable benefit to
4 the Class, and Plaintiff took on substantial risks in helping Class Members obtain this financial
5 benefit. As such, the enhancement should be awarded to Plaintiff for his commitment, dedication,
6 and risks taken for this litigation.

7 Plaintiff recognizes that the requested enhancement is somewhat higher than typical for a
8 settlement of this size. The reason for the increased enhancement request is that Plaintiff also
9 brought an individual claim for waiting time penalties under Labor Code § 203. Plaintiff has
10 maintained since the inception of this matter that he did not receive all final wages owed to him.
11 Plaintiff did not bring this as a class claim because Plaintiff did not have specific evidence that this
12 failure to pay final wages was the result of a policy of Defendant as opposed to a mistake that was
13 unique to his own situation. Plaintiff's hourly rate at the time of his termination was \$32 per hour.
14 (Ray Decl., ¶ 12). Therefore, he is potentially entitled to up to \$7,680 in waiting time penalties.
15 This additional basis of liability is the reason for the increased enhancement request. This is in
16 addition to the more standard reasons presented above for an enhancement, such as Plaintiff's
17 having entered into a general release and Plaintiff's participation in the instant lawsuit posing an
18 obstacle to future employment.

19 **V. THE REQUESTED ATTORNEYS' FEES SHOULD BE APPROVED**

20 Class Counsel seeks a fee award calculated as one-third of the total value of the settlement
21 for the successful prosecution and resolution of this action. Recently, the California Supreme Court
22 issued its ruling regarding the award of attorney's fees in wage and hour class action settlements.
23 Under California law, the award of attorneys' fees in common fund wage and hour class action
24 settlements should start with the percentage method. (*See Laffitte v. Robert Half Int'l* (2016) 1 Cal.
25 5th 480, 503 ("We join the overwhelming majority of federal and state courts in holding that when
26 class action litigation establishes a monetary fund for the benefit of the class members, and the trial
27 court in its equitable powers awards class counsel a fee out of that fund, the court may determine
28 the amount of a reasonable fee by choosing an appropriate percentage of the fund created").) Under

1 the percentage of the fund method, the Court’s objective remains to “mimic the market” in fixing a
2 reasonable fee. (*See Gaskill v. Gordon* (7th Cir. 1998) 160 F.3d 361, 363 (J. Posner) (“When a fee
3 is set by a court rather than by contract, the object is to set it at a level that will approximate what
4 the market will set....The judge, in other words, is trying to mimic the market in legal services”).)

5 An award of one-third of the fund in attorneys’ fees “mimics the marketplace” as it is
6 “supported by the fact that typical contingency fee agreements provide that class counsel will
7 recover 33% if the case is resolved before trial and 40% if the case is tried.” (*Fernandez v. Victoria*
8 *Secret Stores LLC* (C.D. Cal. 2008) 2008 WL 8150856 at p. *16 n. 59 (citing Brickman, *Effective*
9 *Hourly Rates of Contingency-Fee Lawyers: Competing Data and Non-Competitive Fees* (Fall 2003)
10 81 Wash U. L. Q. 653, 659 n. 11).) Indeed, “empirical studies [that] show that...fee awards in class
11 actions average around one-third of the recovery.” (*Chavez v. Netflix, Inc.* (2008) 162 Cal. App. 4th
12 43, 66 n.11.)

13 The California Supreme Court in *Laffitte* affirmed a fee award representing 33 1/3 percent
14 of the fund, which is the same percentage of fee award sought in this case. (*Laffitte*, 1 Cal. 5th at p.
15 506.) And this was based on a lodestar amount that required a multiplier of 2.13. (*Id.* at p. 487.)
16 As the Court held, only when the multiplier is “extraordinarily high or low [should] the trial court []
17 consider whether the percentage method should be adjusted so as to bring the imputed multiplier
18 within a justifiable range.” (*Id.* at p. 505.)

19 Moreover, in the *Laffitte* intermediate court decision, the court observed that “33 1/3 percent
20 of the common fund is consistent with, and in the range of, awards in other class action lawsuits.”
21 (*Laffitte v. Robert Half Int’l* (2014) 231 Cal. App. 4th 860, 871.) Here, the fee award representing
22 33 1/3% of the fund clearly falls within that range and is consistent with other comprehensive
23 surveys of class action settlements and fee awards. (*See Fitzpatrick, An Empirical Study of Class*
24 *Action Settlements and Their Fee Award* (2010) 7 J. Empirical Leg. Stud. 811, 833 (analyzing 444
25 cases between 2006-2007 and concluding that “[m]ost fee awards were between 25 percent and 35
26 percent, with almost no awards more than 35 percent”); Eisenberg & Miller, *Attorney Fees in Class*
27 *Action Settlements: An Empirical Study: 1993-2008* (2010) 7 J. of Empirical Leg. Stud. 248, 262,
28 fn.16 (independent studies of class action litigation nationwide conclude that fees representing one-

1 third of the total recovery is consistent with market rates).)

2 Finally, “the response of the class members to attorneys’ fee notice, though not decisive, is
3 relevant to the...reasonable determination” regarding fees. (*Swedish Hospital v. Shalala* (D.C. Cir.
4 1993) 1 F.3d 1261, 1272.) A positive response rate tends to suggest that the court’s “approximation
5 of the market” for fees is well supported. (*Id.* at p. 1269.) In this case, the Class Notice specifically
6 notified Class Members that Plaintiff’s Counsel would be seeking up to \$50,000.00 of the
7 settlement fund as attorneys’ fees. To date, no Class Member has objected to the settlement or the
8 request for attorneys’ fees. This strong favorable response also supports the requested fees.

9 When the primary method employed to determine fees is the percentage method, courts
10 have discretion to use the lodestar method to “cross-check” the amount of fees calculated by way of
11 percentage. The *Laffitte* Court emphasized, however, that “the lodestar calculation, when used in
12 this manner, does not override the trial court’s primary determination of the fee as a percentage of
13 the common fund and thus does not impose an absolute maximum or minimum on the potential fee
14 award.” (*Laffitte, supra*, 1 Cal. 5th at p. 505 (emphasis added); *In re Rite Aid Corp. Secs. Litig.* (3d
15 Cir. 2005) 396 F.3d 294, pp. 306-307 (“[The lodestar cross-check does not trump the primary
16 reliance on the percentage of common fund method”).)

17 Nonetheless, the Supreme Court in *Laffitte* stated: “If the multiplier calculated by means of
18 a lodestar cross-check is extraordinarily high or low, the trial court should consider whether the
19 percentage used should be adjusted so as to bring the imputed multiplier within a justifiable range,
20 but the court is not necessarily required to make such an adjustment.” (*Id.*) Thus, a lodestar cross-
21 check is aimed at astronomical multipliers. Indeed, cross-checks are not required; in many cases,
22 performing a cross-check “undermines” one of the primary reasons for using the percentage
23 method: aligning counsel’s incentives with the benefits delivered to the class and discouraging
24 protracted litigation. (*Id.* at p. 506 (finding trial courts “retain the discretion to forgo a lodestar
25 cross-check”); *Report of the Third Circuit Task Force, Court Awarded Attorney Fees* (1985) 108
26 F.R.D. 237, 258; *Lealao v. Beneficial Cal., Inc.* (2000) 82 Cal. App. 4th 19, 29-30 (citing the
27 recommendations of the Third Circuit Task Force with approval and observing that “[t]he criticisms
28 of the lodestar approach set forth in this Report are now echoed by many authorities, who have been

1 most vocal about the manner in which it exacerbates the problem of ‘cheap settlements’ and
2 burdens already overworked trial judge.”.)

3 Courts have defined reasonable multipliers on a lodestar cross-check to “range from 2 to 4
4 or even higher.” (*Wershba v. Apple Computer, Inc.* (2001) 91 Cal. App. 4th 224, 255; *see also*,
5 *e.g.*, *Sutter Health Uninsured Pricing Cases* (2009) 171 Cal. App. 4th 495, 512 (applying a 2.52
6 multiplier on a cross-check in an antitrust class action); *Chavez, supra*, 162 Cal. App. 4th at p. 60
7 (applying a 2.5 multiplier on a lodestar cross-check); *City of Oakland v. Oakland Raiders* (1988)
8 203 Cal. App. 3d 78 (affirming a 2.34 multiplier without remand).) The intermediate court in
9 *Laffitte*, after finding that “2 to 4” is a reasonable range for multipliers on a cross-check, affirmed a
10 2.13 multiplier. (*Laffitte, supra*, 231 Cal. App. 4th at pp. 881-82.) The intermediate court opinion
11 was affirmed in full by the California Supreme Court in its new decision guiding lower courts on
12 assessing fees.

13 Moreover, the Ninth Circuit has cited with approval a comprehensive study of fees awarded
14 by the percentage method showing that the majority of multipliers awarded are “in the 1.5-3.0”
15 range. (*See Vizcaino v. Microsoft Corp.* (9th Cir. 2002) 290 F.3d 1043, 1051 (affirming a multiplier
16 of 3.65 in an employment class action case and analyzing the multiplier awarded in over 30 cases).)
17 Federal district courts applying California law have likewise routinely approved cross-check
18 multipliers between 2 and 3 in employment cases. (*See, e.g.*, *Willner v. Manpower Inc.* (N.D. Cal.
19 June 22, 2015) No. 11-CV-02846-JST, 2015 WL 3863625, at *7 (affirming a 2.10 multiplier on
20 settlement of California Labor Code violations); *Dyer v. Wells Fargo Bank, N.A.* (N.D. Cal. 2014)
21 303 F.R.D. 326, 334 (approving attorneys' fees that resulted in lodestar multiplier of 2.83); *Hopkins*
22 *v. Stryker Sales Corp.* (N.D. Cal. Feb. 6, 2013) No. 11-CV-02786-LHK, 2013 WL 496358, at *5
23 (approving a multiplier of 2.76 in settlement of Labor Code violations).) Other courts have found
24 even higher multipliers to be reasonable by comparison to other cases. (*See Craft v. County of San*
25 *Bernardino* (C.D. Cal. 2008) 624 F. Supp. 2d 1113, 1125-26 (approving a 5.2 multiplier on a cross-
26 check after surveying a large body of cases affirming a higher multiplier).)

27 With respect to Class Counsel’s lodestar, to date, approximately 71.5 hours have been
28 expended by Class Counsel in this matter. (Lee Decl. ¶ 6, Ex. A; Agnew Decl. ¶ 9, Ex. A;

1 Rosenthal Decl. ¶ 10, Ex. A; Marder Decl. ¶ 8, Ex. A.) Mr. Lee requests an hourly rate of \$750.00
2 per hour. (Lee Decl. ¶ 7.) Ms. Agnew requests an hourly rate of \$700.00 per hour. (Agnew Decl. ¶
3 10.) Mr. Rosenthal requests an hourly rate of \$700.00 per hour. (Rosenthal Decl. ¶ 11.) Mr.
4 Marder requests an hourly rate of \$750.00 per hour. (Marder Decl. ¶ 9.) The courts are quite liberal
5 in the evidence required to prove an attorney's hours. Detailed time records are not required. An
6 attorney's testimony alone may suffice: "Testimony of an attorney as to the number of hours
7 worked on a particular case is sufficient evidence to support an award of attorney fees, even in the
8 absence of detailed time records." (*Martino v. Denevi* (1986) 182 Cal. App. 3d 553, 559.)

9 Reasonable hours include, in addition to time spent during litigation, the time spent before
10 the action is filed, including time spent interviewing the clients, investigating the facts and the law,
11 and preparing the initial pleadings. (*New York Gaslight Club, Inc. v. Carey* (1980) 447 U.S. 54,
12 62.) Further, the fee award should include fees incurred to establish and defend the attorneys' fee
13 claim. (*Serrano v. Unruh* (1982) 32 Cal. 3d 621, 639 (1982) [*Serrano IV*].) Thus, Class Counsel
14 requests that the court find that these hours were reasonable in this litigation.

15 A reasonable hourly rate is the prevailing rate charged by attorneys of similar skill and
16 experience in the relevant community. (*PLCM Group, Inc. v. Drexler* (2000) 22 Cal. 4th 1084,
17 1095.) The court may consider other factors when determining a reasonable hourly rate, *e.g.*, the
18 attorney's skill and experience, the nature of the work performed, the relevant area of expertise and
19 the attorney's customary billing rates. (*Flannery v. California Highway Patrol* (1998) 61 Cal. App.
20 4th 629, 632-33.)

21 Class Counsel's skill and experience justify the requested rate. As shown in the supporting
22 declarations, Class Counsel have significant experience in the area of employment and wage and
23 hour class actions. Specifically, Class Counsel's practice focuses on representing employees in
24 employment matters, particularly wage and hour cases. (Lee Decl. ¶¶ 3-5; Agnew Decl. ¶¶ 3-8;
25 Rosenthal Decl. ¶ 8-9; Marder Decl. ¶¶ 3-7.) As such, based on the hours and applicable rate, Class
26 Counsel's lodestar amount through finalization of this settlement (without a multiplier) will be
27 approximately \$50,885.00. (Lee Decl. ¶ 7; Agnew Decl. ¶ 10; Rosenthal Decl. ¶ 10; Marder Decl.
28 ¶ 9.) As such, a **negative** multiplier of .98 is required to reach \$50,000.00.

1 Indeed, this is a very low multiplier. (*Wershba v. Apple Computer, Inc.* (Ct. App. 2001) 91
2 Cal. App. 4th 224 (noting that courts using the lodestar method to calculate attorney fees awards in
3 class actions typically apply multipliers in the range of 2 to 4); *Boyd v. Bank of Am. Corp.* (C.D.
4 Cal. Nov. 18, 2014) 2014 U.S. Dist. LEXIS 162880 (awarding 33% of the common fund, based on
5 a multiplier of 2.58, in a wage and hour class action settlement); *Vandervort v. Balboa Capital*
6 *Corp.* (C.D. Cal. 2014) 8 F.Supp.3d 1200, 1210 (awarding 33% of the common fund, based on a
7 multiplier of 2.52).)

8 As such, the requested fee award is fair and reasonable, and should be awarded in its
9 entirety. Class Counsel risked not only a great deal of time, but also a great deal of expense to
10 ensure the successful litigation of this action on behalf of all Class Members. For such reasons,
11 Class Counsel's request for attorneys' fees in the amount of \$50,000.00 is fair, reasonable, and
12 adequate.

13 **VI. THE COURT SHOULD APPROVE THE REQUEST FOR REIMBURSEMENT OF** 14 **COSTS**

15 The request for reimbursement of costs, in the amount of \$2,808.97 is fair and reasonable.
16 The costs are all litigation-related costs, which have been detailed in the supporting declaration of
17 Class Counsel. (Lee Decl. ¶ 8, Ex. B.) The authority for the court to award this is the Parties'
18 Settlement Agreement and the California Labor Code.

19 With regard to the request for reimbursement of travel and meals, Plaintiff cites *Thon v.*
20 *Thompson* (1994) 29 Cal. App. 4th 1546, *Gibson v. Bobroff* (1996) 49 Cal. App. 4th 1202, and
21 *Berkeley Cement, Inc. v. Regents of Univ. of Calif.* (2019) 30 Cal. App. 5th 1133. Specifically, in
22 *Berkeley Cement*, the most recent case, the issue addressed by the Court was whether mediation
23 related expenses incurred by a party is recoverable under California Code of Civil Procedure §
24 1033.5, despite the fact that the mediation was completely voluntary and not court-ordered. (*Id.* at
25 1140.) After considering the arguments of both sides, the Court held that such expenses are
26 recoverable even if the mediation was not court-ordered, when the mediation is a reasonably
27 necessary means of resolving the dispute and avoiding the expenses of a trial. (*Id.* at 1142.)

28 As such, Plaintiff's request should be approved.

VII. THE SETTLEMENT ADMINISTRATOR'S FEES AND COSTS SHOULD BE APPROVED

Plaintiff also requests that the Court approve administration costs to the Settlement Administrator, Phoenix Settlement Administrators, in the amount of \$10,000.00, which is less than the estimated amount that was agreed upon by the Parties. As detailed in the Declaration of Jarrod Salinas submitted herewith, Phoenix performed duties in connection with this Settlement that were integral in effectuating the Settlement and the Notice process. Among other things, Phoenix calculated each Class Member's individual settlement payment, updated addresses contained in the class data supplied by Defendant, formatted and distributed Class Notices to all 182 Class Members, and otherwise administered the Settlement. (Salinas Decl. ¶¶ 2-11.) For such reasons, it is requested that the Settlement Administrator's fees be approved.

VIII. CONCLUSION

For all the foregoing reasons, and on the basis of the authorities cited herein, Plaintiff respectfully submits that the standards for final approval have been met, and the terms of the Settlement Agreement are fair, adequate, and reasonable.

Accordingly, Plaintiff respectfully requests that the Court enter an Order in the form proposed and submitted:

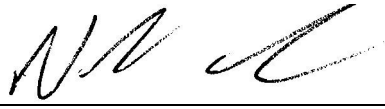
1. granting final approval to the proposed Settlement Agreement in this action;
2. approving distribution of the settlement funds to the Class Members pursuant to the terms of the Settlement Agreement;
3. approving Plaintiff's request for an award of the class representative enhancement of \$15,000.00 to Plaintiff, with payments pursuant to the terms of the Settlement Agreement;
4. approving Plaintiff Counsel's request for an award to Class Counsel for \$50,000.00 in attorneys' fees and \$2,808.97 in costs with payment pursuant to the terms of the Settlement Agreement;
5. approving Plaintiff's request for payment of the settlement administration costs to Phoenix Settlement Administrators in the amount of \$10,000.00 with payment pursuant to the terms of the Settlement Agreement;

1 6. approving Plaintiff's request for payment to the LWDA for \$7,500.00 with payment
2 pursuant to the terms of the Settlement Agreement; and

3 7. entering final judgment as to all members of the Class in this action.
4

5 DATED: March 11, 2022

DIVERSITY LAW GROUP, P.C.

6
7 By: 

8 Larry W. Lee

Kristen M. Agnew

9 Nicholas Rosenthal

10 Attorneys for Plaintiff and the Class
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1 **PROOF OF SERVICE**

2 **(Code of Civil Procedure Sections 1013a, 2015.5)**

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4 STATE OF CALIFORNIA]
5 COUNTY OF LOS ANGELES]ss.
6]

7 I am employed in the County of Los Angeles, State of California. I am over the age of
8 18 and not a party to the within action; my business address is 515 S. Figueroa Street, Suite
9 1250, Los Angeles, California 90071.

10 On March 11, 2022, I served the following document(s) described as:

- 11 **1. PLAINTIFF'S NOTICE OF MOTION AND MOTION FOR FINAL APPROVAL**
12 **OF CLASS ACTION SETTLEMENT; AND MEMORANDUM OF POINTS AND**
13 **AUTHORITIES IN SUPPORT**
- 14 **2. DECLARATION OF NICHOLAS ROSENTHAL IN SUPPORT OF PLAINTIFF'S**
15 **MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT**
- 16 **3. DECLARATION OF JARROD SALINAS REGARDING NOTICE AND**
17 **SETTLEMENT ADMINISTRATION**
- 18 **4. DECLARATION OF LARRY W. LEE IN SUPPORT OF PLAINTIFF'S MOTION**
19 **FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT**
- 20 **5. DECLARATION OF RAKESH RAY IN SUPPORT OF PLAINTIFF'S MOTION**
21 **FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT**
- 22 **6. DECLARATION OF KRISTEN M. AGNEW IN SUPPORT OF PLAINTIFF'S**
23 **MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT**
- 24 **7. DECLARATION OF JARROD SALINAS REGARDING NOTICE AND**
25 **SETTLEMENT ADMINISTRATION**
- 26 **8. [PROPOSED] ORDER GRANTING FINAL APPROVAL OF SETTLEMENT**
27 **AND JUDGMENT**

28 on the interested parties in this action as follows:

John R. Giovannone jgiovannone@cdflaborlaw.com Diane Gotori dgotori@cdflaborlaw.com	Corey J. Cabral ccabral@cdflaborlaw.com CDF Labor Law 900 University Avenue, Suite 200
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CDF Labor Law 707 Wilshire Boulevard, Suite 5150 Los Angeles, California 90017 <i>Attorneys for Defendant C&W Facility Services Inc.</i>	Sacramento, CA 95825 <i>Attorneys for Defendant C&W Facility Services Inc.</i>
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 X BY ELECTRONIC MAIL: by personally sending a true and correct copy of the above-described document(s) to the party(ies) listed above or on the attached mailing list from the e-mail server diversitylaw.com, to the electronic transmission address of the recipient(s) indicated above or on the attached mailing list. I certify that said electronic transmission was completed and that all pages were received by the party(ies) identified herein or on the attached mailing list.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on March 11, 2022, at Los Angeles, California.


Erika Mejia