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UNITED STATES DISTRICT COURT

CENTRAL DISTRICT OF CALIFORNIA

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

Plaintiff,

vs.

U.S RENAL CARE, INC., an unknown business entity; and DOES 1 through 100, inclusive,

Defendant.

Case No.: 2:21-CV-04617-FLA-MBKx

Honorable Fernando L. Aenlle-Rocha
Courtroom 6B

CLASS ACTION

PLAINTIFF'S NOTICE OF MOTION AND MOTION FOR CLASS COUNSEL AWARD AND CLASS REPRESENTATIVE SERVICE AWARD; MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT THEREOF

[Notice of Motion and Motion for Final Approval of Class Action and PAGA Settlement; Declaration of Class Counsel (Selena Matavosian); Declaration of Class Representative (Manuel Bruno); Declaration of Settlement Administrator (Lisa Pavlik); Table 1; Table 2; [Proposed] Order Granting Final Approval of Class Action and PAGA Settlement and Judgment; and [Proposed] Order Awarding Class Counsel Award and Class Representative Service Award filed concurrently herewith]

Date: December 5, 2025
Time: 2:00 p.m.
Courtroom: 6B

Complaint Filed:	March 3, 2021
FAC Filed:	June 24, 2021
SAC Filed:	September 5, 2024
Trial Date:	None Set

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PLEASE TAKE NOTICE that on December 5, 2025, at 2:00 p.m. or as soon thereafter as this matter may be heard before the Honorable Fernando L. Aenlle-Rocha, in Courtroom 6B of the United States District Court for the Central District of California, located at First Street Courthouse, 350 West 1st Street, 6th Floor, Los Angeles, California 90012, Plaintiff Manuel Bruno ("Plaintiff" or "Class Representative") will and hereby does move for an order awarding the following pursuant to the Second Amended Joint Stipulation of Class Action and PAGA Settlement and Release of Claims ("Settlement," "Agreement," or "Settlement Agreement"):

- Payment in the amount of **$625,000.00** to Lawyers *for* Justice, PC ("Class Counsel"), representing twenty-five percent (25%) of the Gross Settlement Fund, for attorneys' fees, which is reasonable and justified on a percentage-basis and also based on a lodestar cross-check;
- Payment in the amount of **$13,010.48** to Class Counsel for reimbursement of litigation costs and expenses;
- Payment in the amount up to **$7,500.00** to Plaintiff Manuel Bruno as a Class Representative Service Award, for his time and effort in representing the Class.

This motion is based upon the following Memorandum of Points and Authorities, the Declarations of Class Counsel (Selena Matavosian) and Class Representative (Manuel Bruno), Table 1, and Table 2 in support thereof; as well as the concurrently-filed Notice of Motion and Motion for Final Approval of Class Action and PAGA Settlement, and the Declaration of Settlement Administrator (Lisa Pavlik of Simpluris, Inc.) in support thereof; the pleadings and other records on file with the Court in this matter; and such evidence and oral argument as may be presented at or before the hearing on this Motion.

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Dated: November 7, 2025

LAWYERS *for* JUSTICE, PC

By: ______________________________

Selena Matavosian
Attorneys for Plaintiff and the Class

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MEMORANDUM OF POINTS AND AUTHORITIES

I. SUMMARY OF MOTION

Plaintiff Manuel Bruno ("Plaintiff") seeks an award of attorneys' fees in the amount of $625,000.00, which is twenty-five percent (25%) of the Gross Settlement Fund, and reimbursement of litigation costs and expenses in the amount of $13,010.48 (together, "Class Counsel Award") to Lawyers *for* Justice, PC ("Class Counsel") and a Class Representative Service Award in the amount of $7,500.00 to Plaintiff, as provided for by the Second Amended Joint Stipulation of Class Action and PAGA Settlement and Release of Claims ("Settlement," "Agreement," or "Settlement Agreement").[1]

This matter involved, and the Settlement is the product of, meaningful and extensive investigations, and review and analysis of a large volume of information, documents, and data exchanged by Plaintiff and Defendant U.S. Renal Care, Inc. ("Defendant") (together with Plaintiff, the "Parties") in the course of litigation and mediation and settlement negotiations (which involved one full day mediation conducted by Honorable Jeffrey Krivis, Esq.). Declaration of Selena Matavosian in Support of Plaintiff's Motion for Final Approval of Class Action and PAGA Settlement and Motion for Class Counsel Award and Class Representative Service Award ("Declaration of Selena Matavosian" or "Matavosian Decl."), ¶ 9.

This matter has required 522.00 hours of attorney time by Class Counsel. Matavosian Decl., Exh. 1; Table 1; Table 2. As will be demonstrated herein, the request for attorneys' fees, which represents twenty-five percent (25%) of the Gross Settlement Fund, is fully supported by the use of the percentage-fee method. Courts

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[1] In the interest of judicial efficiency, and in support of final approval of the Settlement, Settlement Administrator Costs, the amount for the FCRA Settlement Amount, and the amount for the PAGA Settlement Amount, Plaintiff respectfully refers the Court to Plaintiff's Motion for Final Approval of Class Action and PAGA Settlement ("Motion for Final Approval"), and papers in support thereof, filed concurrently herewith, on November 7, 2025.

have historically awarded fees of up to fifty percent (50%) of the recovery. The requested attorneys' fees are also supported under the lodestar cross-check method.

Plaintiff also moves for payment in the amount of up to $7,500.00 as a Class Representative Service Award, to compensate Plaintiff for the time and efforts that he expended spearheading this lawsuit on behalf of the Class, PAGA Group Members, and the State of California.

The contemplated requests for Class Counsel Award and Class Representative Service Award were fully disclosed in the Notice of Pendency of Class Action Settlement and Hearing Date for Court Approval ("Notice of Class Action Settlement" or "Class Notice") that was mailed to the California Class Members and FCRA Class Members (together, "Class Members"). Most importantly, as of the date of this Motion, *not a single Class Member has objected to the California Class Settlement or the FCRA Class Settlement, or to the contemplated Class Counsel Award or Class Representative Service Award.*

Accordingly, the Court should award the Class Counsel Award and Class Representative Service Award in the full amounts as requested herein.

II. PROCEDURAL HISTORY AND FACTUAL BACKGROUND

For a discussion of relevant procedural history and facts regarding this matter, please see the concurrently filed Declaration of Selena Matavosian at paragraphs 4.a-4.ll.

Plaintiff now moves for final approval of the requested Class Counsel Award and Class Representative Service Award, and for final approval of the Settlement, Settlement Administrator Costs, the amount for the FCRA Settlement Amount, and the amount for the PAGA Settlement Amount, as set forth in the concurrently filed Motion for Final Approval.

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III. SUMMARY OF THE SETTLEMENT TERMS AND NOTICE ADMINISTRATION

Under the terms of the Agreement, Defendant has agreed to pay a Gross Settlement Fund of $2,500,000.00. Agreement, ¶ I.27. Defendant's share of payroll taxes due on the portion of the Individual California Settlement Payments allocated to wages, including but not limited to Defendant's FICA and FUTA contributions, shall be paid separately from, and in addition to, the Gross Settlement Fund. *Id*., ¶ III.18. No later than fourteen (14) calendar days after the Effective Date, Defendant shall provide the Gross Settlement Fund to the Settlement Administrator to fund the Settlement, and the employer's share of payroll taxes due on the portion of the Individual California Settlement Payments that is allocated to wages. *Id*., ¶ III.17. Subject to approval by the Court, the Net California Settlement Fund will be calculated by deducting the Class Counsel Award, Class Representative Service Award, Settlement Administrator Costs, FCRA Settlement Amount, and PAGA Settlement Amount. *Id*., ¶ III.18. The Net California Settlement Fund, which is estimated to be $1,173,257.02, will be fully distributed to California Class Members who did not submit a valid and timely Request for Exclusion ("Settlement California Class Members"). Ibid. The FCRA Settlement Amount of $377,932.50 will be fully distributed to FCRA Class Members who did not submit a valid and timely Request for Exclusion ("Settlement FCRA Class Members"). *Id*., ¶ III.21. The PAGA Settlement Amount of $258,300.00 will be distributed to the California Labor and Workforce Development Agency ("LWDA") (in the amount of $193,725.00) and to the PAGA Group Members (in the amount of $64,575.00). *Id*., ¶ III.28.

On or about August 11, 2025, the Class Notice was mailed to nine hundred ninety-six (996) individuals identified as Class Members who are only California Class Members. Declaration of Lisa Pavlik on Behalf of Simpluris, Inc. Regarding Notice and Settlement Administration ("Simpluris Declaration" or "Simpluris Decl."), ¶ 10. On or about August 11, 2025, the Class Notice was mailed to nine

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thousand forty-eight (9,048) individuals identified as Class Members who are only FCRA Class Members. *Id.*, ¶ 11. On or about August 11, 2025, the Class Notice was mailed to one thousand ninety-three (1,093) individuals identified as Class Members who are both California Class Members and FCRA Class Members. *Id.*, ¶ 12.

The deadline for Class Members to submit a written letter indicating a request to be excluded from the California Class Settlement and/or FCRA Class Settlement ("Request for Exclusion"), written objection to the California Class Settlement and/or FCRA Class Settlement ("Notice of Objection"), and/or written letter disputing the pre-printed information on the Class Notice as to her, his, or their Compensable Work Weeks during the California Class Period ("Compensable Work Weeks Dispute") was September 25, 2025 ("Response Deadline"). *Id.*, ¶ 14. The extended Response Deadline for re-mailed Class Notices was October 9, 2025. Ibid.

As of the date of this Motion, the Settlement Administrator has received one (1) Request for Exclusion from a California Class Member, four (4) Requests for Exclusion from FCRA Class Members, zero (0) Notices of Objection from Class Members, and zero (0) Compensable Work Weeks Dispute from California Class Members. Simpluris Decl., ¶¶ 15, 16 & 17.

To date, there are 2,088 Settlement California Class Members who will be paid their portion of the Net California Settlement Fund. Simpluris Decl., ¶ 18. Additionally, there are 10,137 Settlement FCRA Class Members who will be paid their portion of the FCRA Settlement Amount. *Id.*, ¶ 21. The Net California Settlement Fund of approximately $1,173,257.02 will be distributed to Settlement California Class Members in accordance with the terms of the Settlement.[2]

[2] This amount is higher than the amount stated in Paragraph 19 of the Simpluris Declaration because the Settlement Administrator's calculation assumes that Class Counsel will obtain litigation costs and expenses in the maximum amount of $17,000.00, which is allocated under the Settlement. However, Class Counsel seeks the amount of only $13,010.48 for reimbursement of litigation costs and expenses, and the difference of $3,989.52 will remain part of the Net California Settlement Fund.

Agreement, ¶¶ III.18 & III.19. The highest Individual California Settlement Payment is currently estimated to be approximately $1,053.88 and the average Individual California Settlement Payment is currently estimated to be approximately $559.99.[3] Simpluris Decl., ¶ 20. The estimated Individual FCRA Settlement Payment is approximately $37.28. *Id.*, ¶ 22. The highest Individual PAGA Settlement Payment is currently estimated to be approximately $58.02 and the average Individual PAGA Settlement Payment is currently estimated to be approximately $34.53. *Id.*, ¶ 24.

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

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

Under the terms of the Agreement, Defendant will pay a Gross Settlement Fund of $2,500,000.00. The requested attorneys' fees are twenty-five percent (25%) of the total value of the monetary settlement. In light of Class Counsel's successful prosecution and resolution of this matter, the requested attorneys' fees are appropriate and reasonable.

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. Where the amount of a settlement is a "certain easily

[3] The actual average and highest Individual California Settlement Payment will be larger than the amounts stated in the Simpluris Declaration because the Net California Settlement Fund is larger due to Class Counsel's request for reimbursement of litigation costs and expenses in an amount that is less than $17,000.00 (the difference between the amount sought and the amount authorized under the Settlement, i.e., $3,989.52, will be part of the Net California Settlement Fund). See n.2, *supra*.

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calculable sum of money," 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; *In re Bluetooth Headset Prods. Liab. Litig.* (9th Cir. 2011) 654 F.3d 935, 942 (the percentage method is particularly appropriate where a monetary settlement has been recovered and "the benefit [recovered can be] easily quantified."). *see also Laffitte v. Robert Half Int'l Inc.* (2016) 1 Cal.5th 480, 503; *Dunk*, *supra*, 48 Cal.App.4th at 1808. Courts may calculate and award attorneys' fees as a percentage of a monetary fund that has, by litigation, been preserved or recovered for the benefit of others. *Laffitte* at 486 & 506.

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

The percentage fee method is preferred in class and representative actions because "it better approximates the workings of the marketplace than the lodestar approach." *Lealao v. Beneficial Cal., Inc.* (2000) 82 Cal.App.4th 19, 49. California law provides that the award for attorneys' fees should be equivalent to fees freely negotiated in the legal marketplace and paid in comparable litigation based on the result achieved and risk incurred. *See Lealao*, *supra*, 82 Cal.App.4th at 47-50; *Laffitte*, *supra*, 1 Cal.5th 480 at 503. In cases where the settlement agreement

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provides that the defendant will pay the plaintiff's attorneys a percentage of the fund created by the settlement, use of that percentage method is appropriate. *Lealao*, *supra*, 82 Cal.App.4th at 32. 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." *Id.* at 53. Therefore, fees in representative actions should approximate the probable terms of a contingent fee contract negotiated by a sophisticated attorney and client in comparable litigation. *Id*. at 48. "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* (2005) 126 Cal.App.4th, 1253, 1270).

Class Counsel's application for attorneys' fees in light of the facts and circumstances surrounding the cases are well-within the range of reasonableness. Courts have awarded fees as high as 50% of the settlement in complex actions, depending on the circumstances of the case. *See In re Ampicillin Antitrust Litig.* (D.D.C. 1981) 526 F.Supp. 494 (awarding attorneys' fees in the amount of 45% of the $7.3 million total settlement amount); *Beech Cinema, Inc. v. Twentieth-Century Fox Film Corp.* (S.D.N.Y. 1979) 480 F.Supp. 1195 (awarding approximately 53% of the settlement as attorneys' fees). California courts routinely approve attorneys' fees awards "average[ing] around one-third of the recovery." *Chavez v. Netflix, Inc.* (2008) 162 Cal.App.4th 43, 66 n.11 (lower court found the range of contingency fees in marketplace to be 20%-40% and determined such a percentage fee was appropriate).

Class Counsel has performed significant work in this matter, as discussed in the Declaration of Selena Matavosian, with the very real possibility of an unsuccessful outcome and no fee recovery of any kind. Matavosian Decl., ¶¶ 6-15. In the present matter, Class Counsel has borne all of the risks and costs of litigation

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and will not receive any compensation until recovery is obtained. *Id.*, ¶ 22. Class Counsel is experienced in complex wage-and-hour litigation and used that experience to obtain a significant settlement recovery for Plaintiff, the Class Members, the PAGA Group Members, and the State of California. *Id.*, ¶ 16-21. Considering the amount of fees requested, work performed, risks incurred, results obtained, and experience of Class Counsel in handling similar matters, Plaintiff maintains that the requested attorneys' fees are reasonable and should be awarded.

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 cases were originally filed, not only was it inescapably contingent, but the prospect of a long, drawn-out battle with a defendant represented by experienced counsel, was almost a certainty. By taking on this "battle" on a contingency basis, Class Counsel risked substantial economic loss if the results were not successful. This substantial risk is the reason that the courts approve the use of the percentage method when a settlement is obtained by the efforts of class counsel. *See Vizcaino v. Microsoft* (9th Cir. 2002) 290 F.3d 1043, 1048-49 (discussing the risks of engaging in litigation without certainty of compensation).

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

The percentage method is consistent with, and is intended to mirror, the practice in the private marketplace where contingent-fee attorneys typically negotiate percentage-fee arrangements with their clients. A named plaintiff's agreement to pay a contingent fee is powerful evidence of a reasonable fee. One of the best ways to demonstrate the value of counsel's work to the class is to review the consideration agreed to be paid by the named plaintiff. If the named plaintiff has employed counsel on a contingency-fee basis, it would indeed be inequitable for the members of the class, who will enjoy the benefits of the settlement without incurring the risks of bringing the claim, to pay less than the named plaintiff. In this case, Plaintiff has agreed to a contingency fee of at least twenty-five (25%) of the recovery. Matavosian Decl., ¶ 10.

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

B. <u>The Attorneys' Fees Requested by Class Counsel is Reasonable Based on the Factors Considered in Determination of Fee Awards.</u>

The factors which courts consider in determining whether fee awards are reasonable, all of which support the fee award requested by Class Counsel, are: the time and labor required; the novelty and difficulty of the questions involved; the skill requisite to perform the legal services properly; the preclusion of other employment by the attorney due to the acceptance of the case; the customary fee; whether the fee is fixed or contingent; the time limitation imposed by the client or the circumstances;

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the amount involved and results obtained; the experience, reputation, and ability of the attorney; the undesirability of the case; the nature and length of the professional relationship with the client; and awards in similar cases. *Camden I Condominium Association, Inc. v. Dunkel* (11th Cir. 1991) 946 F.2d 768, 772. Some of the most relevant factors to this Court's fee determination will be addressed below.

The award of attorneys' fees in the amount of $625,000.00 (which is 25% of the Gross Settlement Fund) is commensurate with the time, effort, and expense dedicated to the cases, the contingent nature of Class Counsel's fee and the risks taken in commencing the cases, the skill and determination required, the results that Class Counsel has achieved, and the value of the settlement that Class Counsel has achieved in the cases.

1. Time & Labor.

Class Counsel used its experience and skills, and dedicated the full extent of resources, to litigate and bring this matter to a successful conclusion on behalf of the Class. Moreover, as demonstrated in the supporting declaration, Class Counsel has extensive experience in the handling of class actions and complex litigation matters. Matavosian Decl., ¶¶ 16-21.

As outlined in the Declaration of Selena Matavosian, Class Counsel has fully and actively participated in litigation of this case. Matavosian Decl., Exh. A; Table 1; Table 2. Prior to commencing the lawsuits, Class Counsel had conducted a significant amount of investigation into the factual and legal issues, Defendant's business, and its operations and employment policies, practices, and procedures. *Id.*, ¶ 6. During the litigation of the actions, Class Counsel had the opportunity to interview Plaintiff and other Class Members; reviewed and analyzed a large volume of information, documents and data obtained from Defendant, Plaintiff, and other sources; and prepared liability, damages, penalties, and valuation calculations. *Id.*, ¶ 7. Class Counsel also met and conferred with Defendant's counsel over the issues relating to pleadings, case management, motion practice, formal and informal

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discovery, jurisdiction, and the production of information, documents, and data, among other things; engaged in settlement negotiations with Defendant's counsel; and prepared for and attended court proceedings, mediation, and settlement negotiations. Ibid.

Class Counsel has dedicated staffing and monetary resources necessary to prosecute this matter diligently and with maximum efficiency and has fully and actively participated in the litigation process. The Task and Time Chart, which is attached as "**EXHIBIT A**" to the accompanying Declaration of Selena Matavosian, sets forth in detail the hours that Class Counsel has spent performing tasks in this matter. Matavosian Decl., Exh. A. The Task and Time Chart is thorough and comprehensive, and was prepared so that the Court can peruse it without having to set forth each and every task in the body of this Motion. The Court is respectfully referred to the chart, which sets forth the history of the work performed by Class Counsel, commencing with the pre-filing analysis and research, and continuing up to settlement and final approval, as well as Table 1 and Table 2, filed concurrently herewith. Class Counsel has spent 522.00 hours performing tasks and to obtain a significant recovery in the cases. *Id.*, ¶ 12; Table 1; Table 2. These hours were required to bring this matter to its successful conclusion. In light of the value of time expended and the carrying of costs involved in litigating the cases the requested attorneys' fees are fair, adequate, and reasonable.

2. The Skill Required to Perform Legal Services Properly.

The skill required to properly litigate this matter is evident not only in the results achieved, but in the steps necessary to reach those results. Defendant retained well-respected counsel to represent its defenses. More specifically, Defendant and its counsel felt very strongly about Defendant's ability to avoid class certification and representative adjudication, and to prevail at trial. Plaintiff and Class Counsel believed that they would have obtained class certification and prevailed at trial.

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Class Counsel undertook significant investigation, analysis, and research prior to filing the cases, during the litigation, and prior to mediation. Class Counsel took steps to prepare the matter for class certification and representative adjudication and had every intention of taking the cases to trial on a class-wide basis if Defendant did not offer an appropriate class-wide settlement. Despite all of the obstacles that had to be overcome, as demonstrated in the Declaration of Selena Matavosian, Class Counsel used its extensive experience in the handling of class actions and complex wage-and-hour litigation matters in order to obtain the Settlement with maximum efficiency. Matavosian Decl., ¶¶ 16-21.

3. Whether the Fee Is Fixed or Contingent.

Plaintiff 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 cases without knowing whether any recovery would be obtained. Class Counsel has invested 522.00 hours of time to obtain relief on behalf of Plaintiff, Class Members, PAGA Group Members, and the State of California. Matavosian Decl., ¶ 12, Exh. A; Table 1; Table 2. Class Counsel has also incurred litigation costs and expenses in the amount of $13,010.48.[4]

Class Counsel has borne all of the risks and costs of litigation and will not receive any compensation until recovery is obtained. Matavosian Decl., ¶ 22. Class Counsel is well-experienced in wage-and-hour class action and complex litigation and used that experience to obtain a great result. See *id.*, ¶¶ 16-21. The skill and determination that Class Counsel has shown, along with the results obtained, justify the requested Class Counsel Award. Considering the amounts requested, the work performed, and the risks incurred, the requested fees and costs are reasonable and should be awarded.

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[4] See Part V, *infra*.

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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.

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

4. The Amount Involved and the Results Achieved.

The Settlement represents an excellent resolution of this matter, given the risks inherent in litigating the matter through class certification proceedings, trial, and/or appeals. Had this matter not settled, Defendant would have vigorously challenged certifiability, manageability of representative adjudication, and liability. Defendant, however, faced risks if the Court certified a class and allowed a jury to decide the claims. Additionally, preparing this matter for trial would have been expensive for the Parties. The Settlement at this stage is preferred over continued litigation because such resolutions save time and money that would otherwise go to litigation. The risks and expenses of further litigation outweighed any benefit that might have been gained otherwise. The Settlement provides an immediate recovery, as opposed to an uncertain result in the future after costly, risk, and prolonged litigation involving expert discovery, trial preparation, class certification proceedings, and appellate review of those proceedings.

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The results achieved, in light of the difficulties inherent in similar cases and the specific difficulties faced in these cases, are considerable. The Settlement has yielded a positive response from the Class Members – no Class Members have objected to the California Class Settlement and/or FCRA Class Settlement. Simpluris Decl., ¶ 16.

Class Counsel's efforts have resulted in a settlement that provides for a Gross Settlement Fund of $2,500,000.00. Matavosian Decl., ¶¶ 6-9. The Gross Settlement Fund will be fully paid out, in accordance with the terms of the Agreement. The highest Individual California Settlement Payment is currently estimated to be approximately $1,053.88 and the average Individual California Settlement Payment is currently estimated to be approximately $559.99.[5] Simpluris Decl., ¶ 20. The estimated Individual FCRA Settlement Payment is approximately $37.28. *Id.*, ¶ 22. The highest Individual PAGA Settlement Payment is currently estimated to be approximately $58.02 and the average Individual PAGA Settlement Payment is currently estimated to be approximately $34.53. *Id.*, ¶ 24.

5. The Reputation and Ability of the Attorneys.

Lawyers *for* Justice, PC is a recognized class action law firm that employed its attorneys' knowledge, skills, and experience in bringing this case to a successful conclusion. Class Counsel has years of complex and class action litigation experience, has recovered millions of dollars on behalf of thousands of individuals in California, and has successfully handled numerous significant wage-and-hour-class action and complex cases. Matavosian Decl., ¶¶ 16-21.

C. <u>The Lodestar Methodology Also Justifies Approval of the Requested Fees.</u>

While the percentage-of-the-benefit approach is endorsed as the better approximation of the workings of the marketplace than the lodestar approach, courts may also use the lodestar method to "cross-check" the results of the other.

[5] See n.3, *supra*.

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

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

As discussed above in Part IV, *infra*, and also discussed in the Declaration of Selena Matavosian, this matter was highly contested and Class Counsel expended significant time and labor in this matter. The Attorney Task and Time Chart sets forth in detail the numerous tasks that Class Counsel performed in the cases, and the time required for completing those tasks. See Matavosian Decl., Exh. A. The chart, as well as Table 1 and Table 2, filed concurrently herewith, demonstrate that Class Counsel has spent a total of 522.00 hours litigating the cases and finalizing the Settlement. *Id.,* ¶¶ 12-13; Table 1; Table 2. In light of the facts and circumstances of the cases, as well as the results that Class Counsel has achieved on behalf of Plaintiff, the Class Members, the PAGA Group Members, and the State of California, 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.

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, and 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*.

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Class Counsel has been actively involved in the prosecution of the cases, and the work performed in this matter 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 $2,500,000.00.

As set forth in the Declaration of Selena Matavosian, the professional backgrounds and experience of Class Counsel support reasonable rates of compensation between $575 and $1,495 per hour for services provided by Class Counsel. Matavosian Decl., ¶¶ 13-15; Table 1; Table 2. While the circumstances of every case are unique, the fact remains that the work performed and efforts undertaken by Class Counsel on behalf of the Class Members justify the requested attorneys' fees.

Applying the individual attorneys' rates to their hours for services provided by Class Counsel would place a reasonable value of $440,811.50 based on lodestar, for the work performed by Class Counsel.

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

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remand); *Wershba*, *supra*, 91 Cal.App.4th at 255 ("Multipliers can range from 2 to 4 or even higher."); *Sutter Health Uninsured Pricing Cases* (2009) 171 Cal.App.4th 495, 512 (applying a 2.52 multiplier on a lodestar cross-check); *Chavez v. Netflix, Inc.* (2008) 162 Cal.App.4th 43, 66 (applying a 2.5 multiplier in a consumer class action).

The risks involved, skill required, complexity of the matter, and results obtained warrant upward enhancement of the lodestar. Even when courts have opted to award fees in settlement fund cases based on time reasonably expended on the action, courts have generally awarded these fees based on the actual time expended (the lodestar) in conjunction with a multiplier of between 2 and 4. *Kerr v. Screen Extras Guild, Inc.* (9th Cir. 1975) 526 F.2d 67. Adjustment of the base lodestar figure to compute an award of attorneys' fees for a claim under the California Labor Code is appropriate. See *Id.*, at 1135-36; *Serrano v. Priest* (1977) 20 Cal.3d 25, 48-49. Courts frequently apply multipliers to enhance the lodestar to reflect the risks involved, the complexity of the litigation, and the other relevant facts. *Vizcaino*, 290 F.3d at 1051; *Graham v. DaimlerChrysler Corp*. (2004) 34 Cal.4th 553, 579 ("One of the most common fee enhancers [...] is for contingency risk."). Such an enhancement "mirrors the established practice in the private legal market of rewarding attorneys for taking the risk of nonpayment by paying them a premium over their normal hourly rates for winning contingency cases." *Vizcaino*, 290 F.3d at 1051; *accord Ketchum*, 24 Cal.4th at 1132-33. A risk multiplier also serves to bring the financial incentives for enforcing important rights "into line with incentives [attorneys] have to undertake claims for which they are paid on a fee-for-services basis." *Ketchum*, 24 Cal. 4th at 1132. In determining whether or not to enhance the lodestar, California courts take into account multiple factors, many of which were specifically addressed above in §§ IV.B, *infra*. See, *Cates* at 822-23. Multiple factors warrant enhancement of the lodestar in this matter, including the following: the time and labor required; the skill requisite to perform the legal services properly; the

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preclusion of other employment by the attorney due to the acceptance of the cases; the contingent nature of the fee; the amount involved and results obtained; the experience, reputation, and ability of the attorney; and awards in similar cases. *Ketchum* at 1134. Therefore, a multiplier of 1.42 should be applied.

Defendant raised defenses and denied liability, and the cases involved gathering and analyzing documents and data not only from Defendant but also from the Class Members. The handling of this matter involved a great amount of effort, and required the exercise of high-level of skill, which Class Counsel has as a result of extensive experience in employment class actions and wage-and-hour litigation.

Most importantly, all services were performed by Class Counsel on a contingent basis. Both California and federal courts recognize that attorneys should be compensated for taking on such contingent risks and provided with financial incentives to enforce important rights and protections like those at issue in the matter at hand. See, e.g., *Vizcaino*, 290 F.3d at 1051; *Ketchum*, 24 Cal. 4th at 1132-33. Here, Class Counsel bore the risk that, despite all of its efforts and the skill employed, there may be no recovery. Therefore, at a minimum, Class Counsel is entitled to a risk multiplier.

Applying a modest multiplier of 1.42, the total enhanced lodestar fees are $625,952.33. Class Counsel seeks an attorneys' fee award of $625,000.00 (25% of the Gross Settlement Fund). Far greater multipliers have been awarded in similar cases, and the total amount of fees sought by Class Counsel is also reasonable compared to fees awarded in similar cases. Courts routinely enhance lodestar amounts based on multipliers that "range from **2 to 4 or even higher**." *Wershba, supra,* 91 Cal.App.4th at 255 (emphasis added); *see also, e.g.*, *Chavez v. Netflix, Inc.* (2008) 162 Cal.App.4th 43, 66 (approving **multiplier of 2.5**); *Vizcaino*, 290 F.3d at 1051 (approving **multiplier of 3.65**); *Wal-Mart Stores, Inc. v. Visa U.S.A., Inc.* (2d Cir. 2005) 396 F.3d 96, 123 (approving **multiplier of 3.5**); *Craft v. County of San*

Bernardino (C.D. Cal. 2006) 624 F.Supp.2d 1113, 1125 (awarding **multiplier of 5.2** and referring to other cases with cross-check **multipliers ranging from 4.5 to 19.6**).

The nature of the work performed, skill exercised, and the outcome in "this matter—which involves an outstanding monetary recovery involving a ***Gross Settlement Fund of $2,500,000.00*** (with a Net California Settlement Fund of ***at least approximately $1,173,257.02 to be paid to Settlement California Class Members*** with an average payment of at least approximately $559.99 per Settlement California Class Member, a ***payment of $64,575.00 to PAGA Group Members*** with an average payment of $34.53 per PAGA Group Member, ***payment of $193,725.00 to the State of California***, and ***payment of $377,932.50.00 to Settlement FCRA Class Members*** with an estimated payment of $37.28 per Settlement FCRA Class Member)—support the percentage fee sought and the application of a lodestar multiplier. Simpluris Decl., ¶¶ 20, 22 & 24. See n.2 & 3, *supra*.

Therefore, application of a modest multiplier of 1.42 is warranted, and the lodestar as a cross-check to the percentage figure sought herein, strongly supports the reasonableness of the requested attorneys' fees award. Plaintiff respectfully requests that the Court grant final approval of, and award, attorneys' fees in the amount of $625,000.00 to Class Counsel.

V. 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 $17,000.00. As set forth in the Declaration of Selena Matavosian, Class Counsel seeks reimbursement of $13,010.48 in litigation costs and expenses incurred in this case. Matavosian Decl., ¶ 22. This amount was reasonable and necessary in the prosecution of the cases and to obtain the Settlement, and is less than the maximum amount allocated under the Agreement. Ibid. The cost savings of $3,989.52 will be part of the Net California Settlement Fund, which will be distributed to the Settlement California Class Members. Ibid. Accordingly, Plaintiff

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requests that the Court award litigation costs and expenses in the amount of $13,010.48 to Class Counsel.

VI. THE REQUESTED CLASS REPRESENTATIVE SERVICE AWARD IS FAIR AND REASONABLE, AND SHOULD BE APPROVED.

The Settlement provides for a Class Representative Service Award in the amount of $7,500.00 to Plaintiff Manuel Bruno to compensate Plaintiff for the time and effort that he expended on behalf of the Class and the State of California. The requested Class Representative Service Award is both common and reasonable and should be awarded.

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

The requested Class Representative Service Award is fair and appropriate because Plaintiff spent a substantial amount of time and effort producing relevant documents and past employment records, as well as providing the facts and evidence necessary to attempt to prove the allegations. Matavosian Decl., ¶ 23; Declaration of Manuel Bruno ("Bruno Decl."), ¶¶ 3-5. Plaintiff was available whenever Class Counsel needed him and actively tried to obtain, and gave information that would facilitate the pursuit of the case. Ibid. Plaintiff spent numerous hours speaking with Class Counsel about his claims, describing his work experiences with Defendant, and gathering and reviewing documents. Ibid. These services merit the requested Class Representative Service Award to Plaintiff, who has not received any

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compensation for his efforts on behalf of the Class Members to date. Bruno Decl., ¶ 8.

The requested Class Representative Service Award was fully disclosed in the Class Notice that was mailed to the Class Members. No objections were made with regard to the requested Class Representative Service Award. Accordingly, it is appropriate and just for Plaintiff Manuel Bruno to receive $7,500.00 as a reasonable Class Representative Service Award, for his services in this matter, in addition to his individual settlement payment.

VII. CONCLUSION

For the foregoing reasons, Plaintiff respectfully requests that the Court award the Class Counsel Award and the Class Representative Service Award in their entirety, as sought herein.

Dated: November 7, 2025

LAWYERS *for* JUSTICE, PC

By: Selena

Selena Matavosian
Attorney for Plaintiff and the Class