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

REY PARRA, 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.

SHERWOOD COUNTRY CLUB, a California
corporation; and DOES 1 through 100,
inclusive,

Defendants.

Case No.: 56-2021-00551869-CU-OE-VTA

Honorable Mark S. Borrell
Department 40

CLASS ACTION

**PLAINTIFF'S NOTICE OF MOTION
AND MOTION FOR FINAL APPROVAL
OF CLASS ACTION SETTLEMENT,
ATTORNEYS' FEES AND COSTS, AND
ENHANCEMENT PAYMENT;
MEMORANDUM OF POINTS AND
AUTHORITIES IN SUPPORT THEREOF**

[Declaration of Class Counsel
(Edwin Aiwazian); Declaration of Class
Representative (Rey Parra); Declaration of
Settlement Administrator (Taylor Mitzner);
and [Proposed] Final Approval Order and
Judgment filed concurrently herewith]

Date: October 24, 2023
Time: 8:20 a.m.
Department: 40

Complaint Filed: March 11, 2021
FAC Filed: May 25, 2021
Trial Date: None Set

1 **PLEASE TAKE NOTICE** that on October 24, 2023, at 8:20 a.m., in Department 40 of
2 the above-entitled Court, located at 800 South Victoria Avenue, Ventura, California 93009,
3 Plaintiff Rey Parra (“Plaintiff”) will and hereby does move for an order granting final approval of:

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

- 7 • A Net Settlement Amount of approximately **\$541,275.43** will be fully distributed to the
8 Class Members who did not submit a timely and complete Request for Exclusion
9 (“Settlement Class Member”);
10 • **No Notices of Objection** were submitted to the settlement administrator, Phoenix
11 Settlement Administrators, (“Settlement Administrator” or “Phoenix”);
12 • **No Requests for Exclusion** were submitted to the Settlement Administrator;

13 2. Payment in the amount of **\$420,000.00** to Lawyers for Justice, PC (“Class
14 Counsel”), representing 35% of the Maximum Settlement Amount, for attorneys’ fees, which is
15 reasonable and justified on a percentage-basis;

16 3. Payment in the amount of **\$18,724.57** to Class Counsel for reimbursement of
17 litigation costs and expenses;

18 4. Payment in the amount of **\$10,000.00** to the Settlement Administrator for
19 Settlement Administration Costs;

20 5. Payment in the amount of **\$10,000.00** the Plaintiff Rey Parra, as an Enhancement
21 Payment, for his time and effort in representing the Class; and

22 6. Allocation of the penalties under the Private Attorneys General Act of 2004,
23 California Labor Code section 2698, *et seq.*, in the amount of \$200,000.00, of which seventy-five
24 percent (75%), or **\$150,000.00**, will be paid to the California Labor and Workforce Development
25 Agency (“LWDA Payment”) and twenty-five percent (25%), or **\$50,000.00**, will be distributed to
26 PAGA Members (“PAGA Member Amount”).
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1 This Motion is made pursuant to Rule 3.769 and Rule 3.1113(e) of the California Rules of
2 Court, which require approval by the Court of a class action settlement and permit the Court to
3 extend the page limit for memoranda.

4 This motion is based upon the following Memorandum of Points and Authorities; the
5 Declarations of Class Counsel (Edwin Aiwazian), Class Representative (Rey Parra), and
6 Settlement Administrator (Taylor Mitzner of Phoenix Settlement Administrators) in support
7 thereof; the pleadings and other records on file with the Court in this matter; and such evidence
8 and oral argument as may be presented at the hearing on this Motion.

9
10 Dated: September 28, 2023

LAWYERS for JUSTICE, PC

11
12 By:



13 Annabel Blanchard
14 Attorneys for Plaintiff and the Class
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MEMORANDUM OF POINTS AND AUTHORITIES

I. SUMMARY OF MOTION

Plaintiff Rey Parra (“Plaintiff”) seek final approval of: (1) the increased Maximum Settlement Amount of \$1,200,000.00; (2) attorneys’ fees in the amount of \$420,000.00, which is thirty-five percent (35%) of the Gross Settlement Amount, and reimbursement of litigation costs and expenses in the amount of \$18,724.57 (together, “Attorneys’ Fees and Costs”) to Lawyers for Justice, PC (“Class Counsel”); (3) Settlement Administration Costs in the amount of \$10,000.00 to Phoenix Settlement Administrators (“Phoenix” or “Settlement Administrator”); (4) Enhancement Payment in the amount of \$10,000.00 to Plaintiff Rey Parra; and (5) allocation of \$200,000.00 for penalties under the Private Attorneys General Act of 2004, California Labor Code § 2698, *et seq.* (“PAGA Allocation”).

Plaintiff seeks relief on behalf of the following Class:

All current and former hourly-paid or non-exempt employees who worked for Defendant within the State of California at any time during the period from March 11, 2017 through and including June 23, 2022, whether directly employed by Defendant or employed by a Staffing Agency (“Class” or “Class Members”).¹

This matter involved ongoing investigations, formal and informal discovery, review and analysis of a large volume of documents and data prior to and during mediation conducted by Paul Grossman, Esq., and settlement negotiations. This matter has required 528.40 hours of attorney time by Class Counsel. As will be demonstrated herein, the request for attorneys’ fees, which represents thirty-five percent (35%) of the Maximum Settlement Amount, is fully supported by the use of the percentage-fee method. Courts have historically awarded fees of up to fifty percent (50%) of the recovery. The requested attorneys’ fees are also supported under the lodestar cross-check method.

Plaintiff moves for final approval of the Enhancement Payment in the amount of \$10,000.00, to compensate Plaintiff for the time and effort that he expended spearheading this lawsuit on behalf of the Class, PAGA Members, and the State of California. Plaintiff also moves

¹ Joint Stipulation of Class Action and PAGA Settlement and Release (“Settlement Agreement”), ¶ 6.d. “Class Period” is defined as the time period from March 11, 2017 through June 23, 2022. *See id.*, ¶ 6.f.

1 for final approval of the payment to the Settlement Administrator in the amount of \$10,000.00 for
2 Settlement Administration Costs. Plaintiff also moves for final approval of the allocation of
3 \$200,000.00 for the PAGA Allocation, of which \$150,000.00 will be paid to the California Labor
4 and Workforce Development Agency (“LWDA”) for its portion of the PAGA Allocation (“LWDA
5 Payment”), and \$50,000.00 will be distributed to all current and former hourly-paid or non-exempt
6 employees who worked for Defendant within the State of California at any time during the period
7 from September 22, 2019 through June 23, 2022, whether directly employed by Defendant or
8 employed through a Staffing Agency² (“PAGA Members”) (“PAGA Member Amount”).

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

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

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

27 ² “Staffing Agencies” is a defined term in the Settlement Agreement which refers to the three (3) staffing agencies or
28 labor placement services used by Defendant during the Class Period, to employ Class Members, for which Class
Counsel was provided data prior to mediation. See Settlement Agreement, ¶ 6 mm.

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

2 Defendant is a golf, tennis, and country club located in Thousand Oaks, California.
3 Plaintiff Rey Parra is a former employee of Defendant.

4 On March 11, 2021, Plaintiff filed a Class Action Complaint for Damages in the Ventura
5 County Superior Court ("Court"), thereby commencing the above-captioned lawsuit ("Action").

6 On March 18, 2021, Plaintiff provided written notice by online submission to the LWDA
7 and by certified mail to Defendant of the specific provisions of the California Labor Code and
8 Industrial Welfare Commission Wage Orders that were violated.

9 On May 25, 2021, Plaintiff filed a First Amended Class Action Complaint for Damages &
10 Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, *Et Seq.*
11 ("Operative Complaint").

12 Plaintiff's core allegation is that Defendant has violated the California Labor Code by
13 engaging in a uniform practice and procedure, with respect to Plaintiff, Class Members, and PAGA
14 Members of, *inter alia*, failing to pay minimum and overtime wages, failing to provide compliant
15 meal and rest periods and associated premium pay, failing to timely pay wages and associated
16 waiting time penalties, failing to maintain accurate payroll records, failing to provide compliant
17 wage statements, and failing to reimburse necessary business-related expenses, and thereby
18 engaged in unfair business practices under the California Business and Professions Code and
19 conduct that gives rise to civil penalties recoverable under PAGA. Plaintiff contends that he, Class
20 Members, and the PAGA Members, are entitled to, *inter alia*, unpaid wages, penalties (including
21 and not limited to, penalties pursuant to PAGA), and attorneys' fees.

22 On July 14, 2021, Defendant filed Defendant Sherwood Country Club's Answer to Plaintiff
23 Rey Parra's Unverified First Amended Complaint.

24 Defendant has denied, and continues to deny, any liability and wrongdoing of any kind
25 associated with any of the allegations in the Action, and further denies that the case is appropriate
26 for class or representative treatment for any purpose other than for settlement purposes only.

27 The parties have actively litigated the matter since the Action commenced on March 11,
28 2021. The parties exchanged a large volume of information, documents, and data throughout the

1 course of the litigation and in connection with mediation and settlement negotiations. On March
2 17, 2022, the Parties participated in a formal, full-day mediation conducted by Paul Grossman,
3 Esq., a well-regarded mediator experienced in mediating complex labor and employment matters.
4 With the aid of the mediator's evaluation, the Parties ultimately reached the Settlement described
5 herein to resolve the Action in its entirety.

6 On March 10, 2023, Plaintiff filed a Motion for Preliminary Approval of Class Action
7 Settlement ("Motion for Preliminary Approval") and supporting documents. On April 19, 2023,
8 a hearing was held on Plaintiff's Motion for Preliminary Approval. On May 31, 2023, the Court
9 entered an Order Granting Plaintiff's Motion for Preliminary Approval of Class Action
10 Settlement ("Preliminary Approval Order"), thereby preliminarily approving the terms of the
11 Settlement, the Class Notice, and the proposed administration procedures and associated
12 deadlines.

13 Plaintiff now moves for final approval of the Settlement, Attorneys' Fees and Costs,
14 Enhancement Payment, Settlement Administration Costs, and allocation for PAGA Allocation.

15 **III. SUMMARY OF THE SETTLEMENT TERMS AND PLAN OF DISTRIBUTION**

16 Under the terms of the Settlement Agreement, Defendant has agreed to pay a Maximum
17 Settlement Amount of \$1,200,000.00 by making a one-time deposit of the Maximum Settlement
18 Amount within fourteen (14) calendar days of the Effective Date.³ Subject to approval by the
19 Court, the Net Settlement Amount will be calculated by deducting the following amounts from the
20 Maximum Settlement Amount: (1) Attorneys' Fees and Costs, consisting of attorneys' fees in the
21 amount of \$420,000.00 and reimbursement of litigation costs and expenses in the amount of
22 \$18,724.57, to Class Counsel; (2) Enhancement Payment in the amount of \$10,000.00 to Plaintiff
23 Rey Parra; (3) Settlement Administration Costs in the amount of \$10,000.00 to Phoenix; and (4)
24 PAGA Allocation in the amount of \$200,000.00.⁴ The Net Settlement Amount, which is estimated
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28 ³ Settlement Agreement, ¶ 9.b.

⁴ *Id.*, ¶¶ 10, 11, 12, and 13.

1 to be \$541,275.43⁵, will be distributed in accordance with the Settlement Agreement and there is
2 no reversion to Defendant.

3 The Settlement Administrator will calculate each Class Member's *pro rata* share of the Net
4 Settlement Amount ("Individual Settlement Share"), by dividing the final Net Settlement Amount
5 by the Workweeks of all Settlement Class members to yield the "Final Workweek Value," and
6 multiplying each Settlement Class Member's individual Workweeks by the Final Workweek Value
7 to yield his or her Individual Settlement Share.⁶

8 The Settlement Administrator will calculate each PAGA Member's *pro rata* share of the
9 PAGA Member Amount ("Individual PAGA Payment"), by dividing the PAGA Member Amount
10 by the Workweeks of all PAGA Members during the PAGA Period to yield the "PAGA Workweek
11 Value," and multiplying each PAGA Member's individual Workweeks during the PAGA Period
12 by the PAGA Workweek Value to yield his or her estimated Individual PAGA Payment that he or
13 she may be eligible to receive under the PAGA Settlement.⁷

14 Class Members had forty-five (45) calendar days after the initial mailing of the Class
15 Notice to Class Members to opt out of the Class Settlement, object to the Class Settlement, and/or
16 dispute the number of Workweeks to which they were credited ("Response Deadline").⁸ The
17 Response Deadline was July 31, 2023.⁹ ***As of the date of this Motion, the Settlement
18 Administrator has received no written requests for exclusion from the Class Settlement
19 ("Request for Exclusion") and no written objections to the Class Settlement ("Notices of
20 Objection") from Class Members.***¹⁰

21 Each Individual Settlement Share will be allocated as follows: twenty-five percent (25%)
22 as wages, which will be reported on IRS Form W-2; and the remaining seventy-five percent (75%)

23 ⁵ This amount is higher than the amount stated in Paragraph 13 of the accompanying Declaration of Taylor Mitzner
24 With Respect to Notice and Settlement Administration ("Phoenix Decl.") because the Settlement Administrator's
25 calculation assumes that Class Counsel will obtain litigation costs and expenses in the maximum amount of
26 \$30,000.00, which is allocated under the Settlement. However, Class Counsel seeks the amount of only \$18,724.57
for reimbursement of litigation costs and expenses, and the difference of \$11,275.43 will remain part of the Net
Settlement Amount.

27 ⁶ Settlement Agreement, ¶¶ 6.s & 14.b.

28 ⁷ *Id.*, ¶¶ 6.q & 15.

⁸ *Id.*, ¶ 40.

⁹ Phoenix Decl., ¶¶ 8, 9, and 10.

¹⁰ *Id.*, ¶¶ 8 and 9.

as penalties, interest, and non-wage damages, to be reported on IRS Form 1099 (if applicable).¹¹ Settlement Class Members will be issued payment of their Individual Settlement Share subject to reduction for the employee's share of taxes and withholdings with respect to the wage portion of each Individual Settlement Share (the net payment is referred to as "Individual Settlement Payment").¹² The Parties agree that the Individual PAGA Payment distributed to each PAGA Member will be allocated as one hundred percent (100%) penalties, and will be reported on an IRS Form 1099, if necessary. Defendant's share of taxes and contributions in connection with the wages portion of Individual Settlement Shares ("Employer Taxes"), shall be paid in addition to the Maximum Settlement Amount.¹³

Each Individual Settlement Payment and Individual PAGA Payment check will be valid and negotiable for at least one hundred eighty (180) calendar days, from the date the check is issued, and thereafter, shall be canceled.¹⁴ Pursuant to California Code of Civil Procedure Section 384, all funds associated with such cancelled checks will be transmitted to the Boys and Girls Club of Oxnard, Port Hueneme, and Camarillo.¹⁵ Settlement Class Members whose Individual Settlement Payment checks are cancelled shall, nevertheless, be bound to the Class Settlement, and PAGA Members whose Individual PAGA Payment checks are uncashed shall, nevertheless, be bound by the PAGA Settlement.

IV. THE SETTLEMENT ADMINISTRATION PROCESS

The Court-appointed Settlement Administrator, Phoenix Settlement Administrators, has taken all necessary steps to effectuate the notice and settlement administration process, as set forth in the Court's May 31, 2023, Preliminary Approval Order.

On May 22, 2023, Phoenix received a data filed from Defense Counsel that contained the full names, last known mailing addresses, last known telephone number, Social Security numbers, and start and end dates of employment by Defendant in California as an hourly-paid or non-exempt employee for each Class Member during the Class Period and PAGA Period, and the start and end

¹¹ Settlement Agreement, ¶ 25.

¹² Ibid.

¹³ Settlement Agreement, ¶ 6.m.

¹⁴ *Id.*, ¶ 20.

¹⁵ Ibid.

1 dates worked for Defendant in California as an hourly-paid or non-exempt employee of a Staffing
2 Agency during the Class Period and PAGA Period (“Class Data and List”).¹⁶ The Class Data and
3 List contained information for six hundred thirty-seven (637) individuals identified as Class
4 Members and four hundred and four (404) PAGA Members.¹⁷ Phoenix processed the names and
5 addresses through the National Change of Address Database (“NCOA”) and updated the Class
6 Data and List with any updated addresses located.¹⁸

7 On June 14, 2023, Phoenix mailed the Class Notice via U.S. first class mail, in English and
8 Spanish, to all six hundred thirty-seven (637) individuals identified as Class Members on the Class
9 Data and List.¹⁹

10 As of the date of this Motion, zero (0) Class Notices were returned as undeliverable with
11 forwarding addresses.²⁰ Twelve (12) Class Notices were returned as undeliverable without
12 forwarding addresses.²¹ Phoenix performed a skip-trace search on the twelve (12) Class Notices
13 that were returned to Phoenix without forwarding addresses, located an updated address for twelve
14 (12) Class Members, and promptly re-mailed the Class Notice to the updated addresses.²²
15 Ultimately, zero (0) Class Notices remain undeliverable.²³

16 As of the date of this Motion, the Settlement Administrator has not received any Notices
17 of Objection.²⁴ As of the date of this Motion, the Settlement Administrator has not received any
18 Requests for Exclusion from Class Members.²⁵

19 To date, there are six hundred thirty-seven (637) Class Members who did not submit a
20 timely and valid Request for Exclusion, and are therefore, deemed to be Settlement Class
21 Members.²⁶ Pursuant to the terms of the Settlement, the Net Settlement Amount of approximately
22 \$541,275.43 will be distributed to Settlement Class Members in accordance with the terms of the

23 ¹⁶ Phoenix Decl., ¶ 3.

24 ¹⁷ *Id.*, ¶¶ 3 & 15.

25 ¹⁸ *Id.*, ¶ 4.

26 ¹⁹ Phoenix Decl., ¶ 5.

27 ²⁰ *Id.*, ¶ 6.

28 ²¹ *Ibid.*

²² *Ibid.*

²³ *Id.*, ¶ 7.

²⁴ *Id.*, ¶ 9.

²⁵ *Id.*, ¶ 8.

²⁶ *Id.*, ¶ 11.

Settlement.²⁷ The highest Individual Settlement Share is currently estimated to be \$2,769.43 and the average Individual Settlement Share is currently estimated to be \$832.03.²⁸ The highest Individual PAGA Payment is currently estimated to be \$308.96 and the average Individual PAGA Payment is currently estimated to be \$123.76.²⁹

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

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

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

Dunk v. Ford Motor Co. (1996) 48 Cal.App.4th 1794, 1801. "The list of factors is not exclusive and the court is free to engage in a balancing and weighing of the factors depending on the circumstances of each case." *Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 245. "Due regard should be given to what is otherwise a private consensual agreement between the parties." *Dunk, supra*, 48 Cal.App.4th at 1801.

The proponent of the settlement has the burden to show that it is fair and reasonable. *Wershba, supra*, 91 Cal.App.4th at 245. At the final approval stage, a presumption of fairness exists where, as here: "(1) the settlement is reached through arm's-length bargaining; (2) investigation and discovery are sufficient to allow counsel and the court to act intelligently; (3) counsel is experienced in similar litigation; and (4) the percentage of objectors is small." *Dunk, supra*, 48 Cal.App.4th at 1802. In reviewing a class settlement, the court need not reach any

²⁷ *Id.*, ¶ 13.

²⁸ *Id.*, ¶ 14. The actual average and highest Individual Settlement Shares will be larger than the amounts stated in the Phoenix Declaration because the Net Settlement Amount is larger due to Class Counsel's request for reimbursement of litigation costs and expenses in an amount that is less than \$30,000.00 (the difference between the amount sought and the amount authorized under the Settlement, i.e., \$11,275.43, will be part of the Net Settlement Amount). See n.5, *supra*.

²⁹ *Id.*, ¶ 15.

ultimate conclusions on the issues of fact and law that underlie the merits of the dispute. *7-Eleven Owners for Fair Franchising v. Southland Corp.* (2000) 85 Cal.App.4th 1135, 1146. The inquiry is not whether the settlement agreement is the best one that class members could have possibly obtained, but whether the settlement, taken as a whole, is “fair, adequate, and reasonable.” *Chavez v. Netflix, Inc.* (2008) 162 Cal.App.4th 43, 55. A settlement need not obtain 100 percent of the damages sought in order to be fair, reasonable, and ultimately, meaningful. *Wershba, supra*, 91 Cal.App.4th at 251. Even if the proposed settlement affords relief that is substantially narrower than it would be if the cases were to be successfully litigated, that is no bar to a class settlement because the public interest may indeed be served by a voluntary settlement in which each side gives ground in the interest of avoiding prolonged litigation. *Id.*

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

The Parties actively litigated the case since the Action commenced on March 11, 2021. The Parties conducted significant formal and informal discovery and investigation into the facts of the case, to assess the veracity, strength, and scope of the claims, and prepare the matter for class certification and trial prior to reaching the Settlement.³⁰

The Parties conducted significant formal and informal discovery and investigation into the facts of the case, and also formally and informally exchanged a large volume of information, documents, and data throughout the course of the litigation and in connection with mediation and settlement negotiations.³¹ The volume of data and documents that Class Counsel reviewed and analyzed included but was not limited to: employment records of Plaintiff, a detailed sampling of Class Members’ time data and pay data, payroll records, Defendant’s Employee Handbook, company policy acknowledgements and forms (including, but not limited to, Handbook Receipt and Acknowledgement, Meal & Rest Period Acknowledgement, Agreement to Waive Meal Break, Revocation to Waive Meal Break, Warning Notice Regarding Meal Breaks, and Time Clock Punching Errors) and Defendant’s employment policies, practices, and procedures (including

³⁰ Declaration of Edwin Aiwazian (“Aiwazian Decl.”), ¶ 6.

³¹ *Ibid.*

1 policies and procedures in regards to: attendance standards, cell phone use, time schedules and
2 hours of work, lingering after hours, time-keeping systems, overtime pay, dress code, pay days,
3 payroll deductions, meal and rest breaks, vacations, sick leave, paid time off and employee
4 discipline), among other information and documents.³² Class Counsel researched applicable law,
5 developed liability, damages, and penalties valuation models in the course of litigation and in
6 connection with mediation and settlement negotiations, and met and conferred with Defendant's
7 counsel on numerous occasions, e.g., to discuss issues relating to the pleadings, discovery, and
8 production of information, documents, and data in the course of litigation and in connection with
9 mediation and settlement negotiations.³³ Class Counsel had the opportunity to interview and obtain
10 information from Plaintiff, other Class Members, and percipient witnesses.³⁴ Class Counsel
11 propounded multiple sets of formal written discovery requests on Defendant, reviewed
12 Defendant's responses and objections thereto, and noticed the depositions of Defendant's Person
13 Most Knowledgeable designees. In addition, Class Counsel prepared for Defendant's deposition
14 of Plaintiff (although the deposition did not go forward), of which Defendant served notice on May
15 12, 2021. Class Counsel also drafted pleadings and Plaintiff's Mediation Brief and prepared for
16 and attended court proceedings, and prepared for and participated in mediation and settlement
17 negotiations, among other tasks.³⁵

18 After conducting significant formal and informal discovery and investigation into the facts
19 of the case, the Parties participated in a formal, full-day mediation conducted by Paul Grossman,
20 Esq., a well-regarded mediator experienced in mediating complex labor and employment
21 matters.³⁶ In the course of mediation and settlement negotiations, the parties exchanged class
22 information, documents, and data, and discussed various aspects of the case, including and not
23 limited to, the risks and delays of further litigation, the risks and expenses to the parties of
24 proceeding with class certification and trial, the law relating to certification, off-the-clock theory,
25 meal and rest periods, meal waivers, representative PAGA claims, wage-and-hour law and

32 Aiwasian Decl., ¶ 6.

33 Ibid.

34 Ibid.

35 Ibid.

36 Aiwasian Decl., ¶ 8.

enforcement, joint employer/joint liability, rounding, and regular rate, the evidence produced and analyzed, and the possibility of appeals, among other things.³⁷ During all settlement discussions, the Parties conducted their negotiations at arm's length in an adversarial position.³⁸ Arriving at a settlement that was acceptable to the Parties was not easy.³⁹ Defendant and its counsel felt very strongly about Defendant's ability to prevail on the merits and to avoid class certification and representative adjudication, while Plaintiff and Class Counsel believed that they would be able to obtain class certification and prevail at trial.⁴⁰ After conducting significant formal and informal discovery and investigations, settlement negotiations, and with the aid of the mediator's evaluation, the Parties agreed that the case was well-suited for settlement given the legal issues relating to Plaintiff's principal claims, as well as the costs and risks to the Parties that would attend further litigation.⁴¹

The Settlement takes into account the strengths and weaknesses of each side's position and the uncertainty of how the case might have concluded at certification, trial, and/or appeals. Class Counsel had the opportunity to interview, and obtain information from Plaintiff and other Class Members.⁴² Class Counsel also reviewed and analyzed a large volume of information, documents, and data obtained from Defendant, Plaintiff, and other sources, and performed significant research into the applicable law, which is constantly evolving as it relates to class certification, off-the-clock theory, regular rate, rounding, meal and rest periods, meal waivers, representative PAGA claims and penalties, joint employer/joint liability, wage-and-hour law and enforcement, Plaintiffs' claims, and Defendant's defenses, as well as facts discovered.⁴³ The Settlement was based on this large volume of facts, evidence, and investigation.⁴⁴ Additionally, Class Counsel has extensive experience in handling complex wage-and-hour actions, including significant experience in employment class action litigation.⁴⁵

³⁷ Aiwazian Decl., ¶8.

³⁸ Ibid.

³⁹ Ibid.

⁴⁰ Ibid.

⁴¹ Aiwazian Decl., ¶ 8.

⁴² *Id.*, ¶ 6.

⁴³ Ibid.

⁴⁴ *Id.*, ¶¶ 6 & 8.

⁴⁵ *Id.*, ¶¶ 15-18.

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

3 The Settlement, which provides for a Maximum Settlement Amount of \$1,200,000.00,
4 represents a fair, adequate, and reasonable resolution of the case, given the risks inherent in
5 litigating class and representative claims through certification proceedings, trial, and/or appeals.⁴⁶
6 The Settlement was calculated using information and data uncovered through extensive case
7 investigation, formal and informal discovery, and the exchange of information in the context of
8 mediation and ongoing settlement negotiations.⁴⁷ Had the action not settled, Defendant would have
9 vigorously challenged class certification, manageability of representative adjudication, and
10 liability. Defendant contended that individualized questions of fact predominated over any
11 common issues, and these issues would've posed challenges to certification and representative
12 adjudication. Defendant would have likely argued again at trial, if any, that Plaintiff's claims were
13 not appropriate for class-wide and/or representative adjudication. On the other hand, Defendant
14 also faced the risk of the Court certifying a class and allowing a jury to decide Plaintiff's claims
15 on a class-wide or representative basis. Additionally, preparation for trial would have been
16 expensive for all parties.

17 It is preferable to reach an early resolution of a dispute because such resolutions save time
18 and money that would otherwise go to litigation. If this matter had settled after further litigation,
19 the settlement amount would have taken into account the additional costs incurred, and there might
20 have been less money available for Class Members, PAGA Members, and the State of California
21 after all was said and done. This is not just an abstract contention. The risks and expenses of further
22 litigation outweighed any benefit that might have been gained otherwise. These risks of further
23 litigation include a determination that the claims were unsuitable for class treatment and/or
24 representative adjudication, failure to obtain certification, class de-certification after certification
25 of a class, allowing a jury to decide the claims asserted in the case, and the real possibility of no
26 recovery after years of litigation. Additionally, the Parties were moving into the phase of the

27
28 ⁴⁶ Aiwazian Decl., ¶¶ 8 & 21.

⁴⁷ *Id.*, ¶¶ 5-8.

litigation where they would have to conduct a significant amount of discovery, including and not limited to, depositions of Defendant's Person Most Knowledgeable designees, expert witnesses, and percipient witnesses, such as managers, supervisors, and other current and former employees throughout the State of California. Additional discovery would have certainly arisen, which would have cost the Parties additional time and money. In contrast, the Settlement provides real and significant benefits for the Class Members, the PAGA Members, and the State of California here and now, while avoiding the further expenses, risks, and delay of prolonged litigation with only the possibility of recovery.

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

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

The Settlement, which provides for a Maximum Settlement Amount of \$1,200,000.00, represents a fair, reasonable, and adequate resolution of the case. The Settlement was calculated using information and data uncovered through extensive case investigation, formal and informal discovery, and the exchange of information in the context of preparing for mediation and conducting ongoing settlement negotiations. The Settlement takes into account the potential risks and rewards inherent in any case and, in particular, in this matter. Moreover, considering all of the facts in the case, the Maximum Settlement Amount represents a considerable recovery.

Even after deducting attorneys' fees in the amount of \$420,000.00, litigation costs and expenses in the amount of \$18,724.57, the Enhancement Payment in the amount of \$10,000.00, Settlement Administration Costs in the amount of \$10,000.00, and the PAGA Allocation in the amount of \$200,000.00 from the Maximum Settlement Amount of \$1,200,000.00, the Net Settlement Amount is currently estimated to be \$541,275.43.⁴⁸ Under the Settlement Agreement,

⁴⁸ Phoenix Decl., ¶ 13; see also, n.1, *supra*.

the Maximum Settlement Amount will be fully paid out, in accordance with the terms of the Settlement. As discussed in Section III, *supra*, each Settlement Class Member will be paid a *pro rata* share of the Net Settlement Amount, based on the number of Workweeks credited to him or her. To date, there are six hundred thirty-seven (637) Settlement Class Members, representing 100% of the Class Members.⁴⁹ The highest Individual Settlement Share to a Settlement Class Member is currently estimated to be \$2,769.43 and the average Individual Settlement Share is currently estimated to be \$832.03.⁵⁰ The highest Individual PAGA Payment to PAGA Members is currently estimated to be \$308.96 and the average Individual PAGA Payment is currently estimated to be \$123.76.⁵¹ These are significant individual recoveries, particularly in light of the risks of litigation.

At the final approval stage, “[a]n allocation formula need only have a reasonable, rational basis [to warrant approval], particularly if recommended by experienced and competent class counsel.” *In re American Bank Note Holographics, Inc., Securities Litigation* (S.D.N.Y. 2001) 127 F.Supp.2d 418, 429-30. The *pro rata* allocation here is a fair and reasonable way to distribute the Net Settlement Amount. In light of the above considerations, Class Counsel believes that the Settlement as a whole is fair, reasonable, and adequate, and in the best interest of the Class Members, the State of California, and PAGA Members.⁵² Although the recommendations of Class Counsel are not conclusive, the Court can properly take the recommendations into account, particularly if Class Counsel appears to be competent, has experience with this type of litigation, and significant discovery and investigation have been completed, as is the case here. Conte & Newberg, *Newberg on Class Actions* (4th Ed., 2002) § 11.47. Accordingly, the Court should grant final approval of the Settlement.

D. The Class Was Represented by Competent Counsel.

Class Counsel has extensive experience in employment class action law and complex wage-and-hour litigation.⁵³ Lawyers for Justice, PC has been appointed class counsel in numerous

⁴⁹ Phoenix Decl., ¶ 11.

⁵⁰ *Id.*, ¶ 14.

⁵¹ *Id.*, ¶ 15.

⁵² Aiwasian Decl., ¶ 21.

⁵³ *Id.*, ¶¶ 15-18.

complex wage-and-hour cases, and has recovered millions of dollars for individuals in California.⁵⁴ Both Parties' counsel were capable of assessing the strengths and weaknesses of the Class Members' claims against Defendant and the benefits of the Settlement under the circumstances of the case and in the context of a private, consensual settlement agreement.

E. There Are No Notices of Objection to the Class Settlement.

The Settlement has been well received by the Class – *not a single Class Member objected to the Class Settlement.*⁵⁵ Specifically, no objections have been made as to the Maximum Settlement Amount or requested Attorneys' Fees and Costs, Enhancement Payment, Settlement Administration Costs, or the allocation for PAGA Allocation. California courts have consistently found that a small number of objectors indicates the class' support for a settlement and strongly favors final approval. *Wershba, supra*, 91 Cal.App.4th at 250-51 (final approval granted despite 20 objectors); *7-Eleven Owners, supra*, 85 Cal.App.4th at 1152-53 (final approval granted despite 9 objectors).

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

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

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

Trial courts have "wide latitude" in assessing the value of attorneys' fees and their decisions will "not be disturbed on appeal absent a manifest abuse of discretion." *Lealao v. Beneficial Cal., Inc.* (2000) 82 Cal.App.4th 19, 41; *Ketchum v. Moses* (2001) 24 Cal.4th 1122, 1132 (The "experienced trial judge is the best judge of the value of professional services rendered in his court[.]"); *Cellphone Termination Fee Cases* (2009) 180 Cal.App.4th 1110, 1118. Where the amount of a settlement is a "certain easily calculable sum of money," California courts may

⁵⁴ Aiwasian Decl., ¶¶ 15-18.

⁵⁵ Phoenix Decl., ¶ 9.

1 calculate attorneys' fees as a reasonable percentage of the settlement. Weil and Brown, California
2 Practice Guide, Civil Procedure Before Trial, Chapter 14, § 14:145; *see also Laffitte v. Robert*
3 *Half Int'l Inc.* (2016) 1 Cal.5th 480, 503; *Dunk, supra*, 48 Cal.App.4th at 1808. The percentage-
4 of-the-benefit approach is preferred in class and representative actions because "it better
5 approximates the workings of the marketplace than the lodestar approach." *Lealao, supra*, 82
6 Cal.App.4th at 49.

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

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

24 Historically, courts have awarded fees as high as fifty percent (50%) of the settlement,
25 depending on the circumstances of the case. Conte & Newberg, *Newberg on Class Actions* (4th
26 Ed., 2002) § 14.03; *see also In re Ampicillin Antitrust Litig.* (D.D.C. 1981) 526 F.Supp. 494
27 (awarding attorneys' fees in the amount of 45% of the settlement amount of \$7.3 million); *Beech*
28 *Cinema, Inc. v. Twentieth-Century Fox Film Corp.* (S.D.N.Y. 1979) 480 F.Supp. 1195 (awarding

approximately 53% of the settlement amount as attorneys' fees). California courts routinely approve class action attorneys' fees awards "averag[ing] around one-third of the recovery." *Chavez v. Netflix, Inc.* (2008) 162 Cal.App.4th 43, 66 n.11 (lower court found 20 to 40 percent range of contingency fee in marketplace was appropriate in class actions); *see also Laffitte*, 1 Cal.5th at 488 & 506 (approving fee award of 1/3 of common fund of \$19 million).

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

California and federal courts have long recognized that an appropriate method for determining the award of attorneys' fees is based on a percentage of the total value of benefits made available to class members by the settlement. *Laffitte*, 1 Cal.5th at 503; *Boeing Co. v. Van Gemert* (1980) 444 U.S. 472, 478; *Paul, Johnson, Alston & Hunt v. Gaulty* (9th Cir. 1989) 886 F.2d 268, 272; *Vincent v. Hughes Air West, Inc.* (9th Cir. 1977) 557 F.2d 759, 769; *Serrano v. Priest* (1977) 20 Cal.3d 25, 34.⁵⁶ The purpose of this equitable doctrine is to spread litigation costs proportionally among all the beneficiaries so that the active beneficiary does not bear the entire burden alone. *See Vincent, supra*, 557 F.2d at 769.

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

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

⁵⁶ 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.

1 check and use other means to evaluate the reasonableness of a requested percentage fee[.]” and
2 “[t]he percentage [...] method survives in California.” *Id.* (internal quotes omitted).

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

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

18 Under the terms of the Settlement Agreement, Defendant will pay a Maximum Settlement
19 Amount of \$1,200,000.00. The requested attorneys’ fees are \$420,000.00, which is 35% of the
20 total value of the monetary settlement. In light of Class Counsel’s successful prosecution and
21 resolution of the case, the requested attorneys’ fees are appropriate and reasonable.

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

1 The percentage method is consistent with, and is intended to mirror, the practice in the
2 private marketplace where contingent-fee attorneys typically negotiate percentage-fee
3 arrangements with their clients. A named plaintiff's agreement to pay a contingent fee is powerful
4 evidence of a reasonable fee. One of the best ways to demonstrate the value of counsel's work to
5 the class is to review the consideration agreed to be paid by the named plaintiff. If the named
6 plaintiff has employed counsel on a contingency-fee basis, it would indeed be inequitable for the
7 members of the class, who will enjoy the benefits of the settlement without incurring the risks of
8 bringing the claim, to pay less than the named plaintiff. In this case, Plaintiff has agreed to a
9 contingency fee of at least thirty-five percent (35%) of the recovery.⁵⁷

10 Furthermore, a percentage-fee award is not dependent on a determination of the actual
11 amount claimed by those entitled—it is the creation of the settlement that is the crucial fact. In
12 *Winslow v. Harold G. Ferguson Corp.*, the California Supreme Court expressly held that “it is
13 equitable that [the attorney's] compensation and expenses should come from the entire fund saved
14 for all classes concerned before it is distributed.” *Winslow v. Harold G. Ferguson Corp.* (1944) 25
15 Cal.2d 274, 284. Likewise, *Lealao* expressly held that a percentage-based fee “may be calculated
16 on the basis of the total fund made available rather than the actual payments made to the class.”
17 *Lealao, supra*, 82 Cal.App.4th at 51; *see also Boeing, supra*, 444 U.S. at 478 (“a litigant or a
18 lawyer who recovers” a settlement “for the benefit of persons other than himself or his client is
19 entitled to a reasonable attorneys' fee from the fund as a whole”).

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

25 Class Counsel has obtained a substantial recovery on behalf of Plaintiff, the Class, PAGA
26 Members, and the State of California, and the results achieved justify an attorneys' fees award that
27 is the equivalent of the standard market fee and that is consistent with the contingency-fee

28 ⁵⁷ Aiwazian Decl., ¶ 9.

1 agreement entered into by and between Plaintiff and Class Counsel. Thus, the requested attorneys'
2 fees are appropriate.

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

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

14 Each and every one of these factors favors the attorneys' fees sought here; however, some
15 of the most relevant factors to this Court's fee determination will be addressed herein. The award
16 of attorneys' fees in the amount of \$420,000.00 (which is 35% of the Maximum Settlement
17 Amount) is commensurate with the time, effort, and expense dedicated to the case, the contingent
18 nature of Class Counsel's fee and the risks taken in commencing the case, the skill and
19 determination required, the results that Class Counsel has achieved, and the value of the settlement
20 that Class Counsel has obtained for the Class Members.

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

22 Class Counsel used its experience and skills, and dedicated the full extent of resources, to
23 litigate and bring this matter to a successful conclusion on behalf of the Class. Moreover, as
24 demonstrated in the supporting declaration, Class Counsel has extensive experience in the handling
25 of class actions and complex litigation actions.⁵⁸

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⁵⁸ Aiwazian Decl., ¶¶ 15-18.

As outlined in the Declaration of Edwin Aiwarzian, Class Counsel has fully and actively participated in litigation of the Action.⁵⁹ Prior to commencing the lawsuit, Class Counsel had conducted a significant amount of investigation into the factual and legal issues, Defendant's business, and its operations and employment policies, practices, and procedures.⁶⁰ During the litigation of the action, Class Counsel interviewed Plaintiff and other Class Members; reviewed and analyzed a large volume of documents and data produced by Defendant and obtained through other sources; and prepared liability, damages, and penalties valuation calculations.⁶¹ Class Counsel also met and conferred with Defendant's counsel over the issues relating to pleadings, discovery, and 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.⁶²

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 Edwin Aiwarzian, sets forth in detail the hours that Class Counsel has spent performing tasks on behalf of Plaintiff and the Class.⁶³ 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. Class Counsel has spent 528.40 hours performing tasks and to obtain a significant recovery on behalf of Plaintiff, the Class, the PAGA Members, and the State of California.⁶⁴ 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 these case, the requested attorneys' fees are fair, adequate, and

⁵⁹ Aiwarzian Decl., Exh. A.

⁶⁰ *Id.*, ¶ 6 & Exh. A.

⁶¹ *Id.*, ¶ 6.

⁶² Aiwarzian Decl., ¶ 6.

⁶³ *Id.*, Exh. A.

⁶⁴ *Id.*, ¶ 12.

reasonable.

2. The Skill Required to Perform Legal Services Properly.

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

Class Counsel undertook significant investigation, analysis, and research prior to filing the case, 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 case 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 Edwin Aiwazian, Class Counsel used its extensive experience in the handling of class actions and complex wage-and-hour litigation actions in order to obtain the Settlement with maximum efficiency.⁶⁵

3. The Value of the Settlement for the Class Members.

The Settlement represents an excellent resolution of the action, given the risks inherent in litigating the case through certification proceedings, trial, and/or appeals. Had the case 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 the cases 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 prolonged litigation involving expert discovery, trial preparation, class certification proceedings, and appellate review

⁶⁵ Aiwazian Decl., ¶¶ 15-18.

of those proceedings. The Settlement offers present relief and/or recovery to Settlement Class Members, the State of California, and PAGA Members while avoiding the further expense, risk, and delay in obtaining possible recovery at an unknown time in the future.

As a result of this litigation and of settlement negotiations, Defendant agreed to pay a Maximum Settlement Amount of \$1,200,000.00 to settle the matter. After deducting the attorneys' fees (\$420,000.00), litigation costs and expenses (\$18,724.57), the Enhancement Payment (\$10,000.00), Settlement Administration Costs (\$10,000.00), and the PAGA Allocation (\$200,000.00) from the Maximum Settlement Amount, it is currently estimated that the Net Settlement Amount is approximately \$541,275.43.⁶⁶ The Net Settlement Amount will be fully distributed in accordance with the terms of the Settlement. The highest Individual Settlement Share to a Settlement Class Member is currently estimated to be \$2,769.43 and the average Individual Settlement Share is currently estimated to be \$832.03.⁶⁷ The highest Individual PAGA Payment is currently estimated to be \$308.96 and the average Individual PAGA Payment is currently estimated to be \$123.76.⁶⁸ The Settlement offers significant monetary relief to the Settlement Class Members, the State of California, and PAGA Members.

4. 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 case without knowing whether any recovery would be obtained. Class Counsel has invested 528.40 hours of time to obtain relief on behalf of Plaintiff, Class Members, the State of California, and PAGA Members.⁶⁹ Class Counsel has also incurred litigation costs and expenses in the amount of \$18,724.57.⁷⁰

Class Counsel has borne all of the risks and costs of litigation and will not receive any compensation until recovery is obtained.⁷¹ Class Counsel is well-experienced in wage-and-hour

⁶⁶ Phoenix Decl., ¶ 13; see also, n.1, *supra*.

⁶⁷ Phoenix Decl., ¶ 14.

⁶⁸ *Id.*, ¶ 15.

⁶⁹ Aiwasian Decl., ¶ 11, Exh. A

⁷⁰ See Part VII, *infra*.

⁷¹ Aiwasian Decl., ¶ 19.

1 class action and complex litigation and used that experience to obtain a great result.⁷² The skill and
2 determination that Class Counsel has shown, along with the results obtained, justify the requested
3 Attorneys' Fees and Costs. Considering the amounts requested, the work performed, and the risks
4 incurred, the requested fees and costs are reasonable and should be awarded.

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

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

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

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

17 The results achieved, in light of the difficulties inherent in similar cases and the specific
18 difficulties faced in this matter, are considerable. The Settlement has yielded a positive response
19 from the Class Members—no Class Members objected to the Class Settlement.⁷³

20 The court in *Camden* noted that, “a key element of the common fund case is that fees are
21 [...] taken from the fund [...] and a common fund is itself the measure of success ... [and]
22 represents the benchmark on which a reasonable fee will be awarded.” *Camden*, 946 F. 2d 768,
23 fn. 28 (citing *Court Awarded Attorney Fees, Report of the Third Circuit Task Force* (October 8,
24 1985) 108 F.R.D. 237 and Newberg, *Attorney Fee Awards* § 2.07 (1986)).

25 Here, the results achieved and obtained on behalf of Plaintiff and the Class are reasonable
26 in light of the risks inherent in further litigating this matter. Class Counsel's efforts have resulted
27

28 ⁷² Aiwazian Decl., ¶¶ 15-18.

⁷³ Phoenix Decl., ¶ 9.

in a settlement that provides for a Maximum Settlement Amount of \$1,200,000.00.⁷⁴ The Maximum Settlement Amount will be fully paid out, in accordance with the terms of the Settlement Agreement. The highest Individual Settlement Share to a Settlement Class Member is currently estimated to be \$2,769.43 and the average Individual Settlement Share is currently estimated to be \$832.03.⁷⁵ The highest Individual PAGA Payment is currently estimated to be \$308.96 and the average Individual PAGA Payment is currently estimated to be \$123.76.⁷⁶

6. 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 these cases 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.⁷⁷

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

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

⁷⁴ Aiwazian Decl., ¶¶ 5-8.

⁷⁵ Phoenix Decl., ¶ 14.

⁷⁶ *Id.*, ¶ 15.

⁷⁷ Aiwazian Decl., ¶¶ 15-18.

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

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

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

As discussed above, the case was highly contested and required a significant amount of time and labor. Defendant made it clear very early on that it disputed all of the allegations of the case and disputed that the matter was appropriate for class or representative treatment. Defendant raised affirmative defenses and denied liability, and the pursuit of this matter involved gathering and analyzing data not only from Defendant but also from the Class Members. The handling of the case involved a great amount of effort, and also required and involved the exercise of a high level of skill, which Class Counsel has as a result of its extensive experience in employment class actions and complex wage-and-hour litigation. Long and difficult battles would have followed as the case moved toward certification and trial, including taking and defending depositions of Defendant’s Person Most Knowledgeable designees, percipient witnesses, and experts, propounding additional discovery requests and conducting additional document production, and engaging in extensive motion practice. As Class Counsel geared up for these battles, Class Counsel undertook intense preparation in an attempt to resolve the entire matter through mediation.

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

As discussed above in Part VI.C.1, *infra*, attached to the Declaration of Edwin Aiwazian is a task and time chart that sets forth in detail the numerous tasks that Class Counsel performed on behalf of Plaintiff and the Class, and the time required for completing those tasks.⁷⁸ The chart

⁷⁸ See Aiwazian Decl., Exh. A.

demonstrates that Class Counsel has spent a total of 528.40 hours litigating the case and finalizing the Settlement.⁷⁹ In light of the facts and circumstances of the case, as well as the results that Class Counsel has achieved on behalf of Plaintiff, the other Class Members, the PAGA 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.

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

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

Class Counsel has been actively involved in this case, prior to its commencement and all the way up to the present, and Class Counsel's dedication to providing representation in this 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 \$1,200,000.00.

As set forth in the Declaration of Edwin Aiwasian, the professional backgrounds and experience of Class Counsel support a reasonable blended hourly rate of compensation of at least \$750 per hour for services provided by Class Counsel.⁸⁰ Lawyers for Justice, PC has been awarded attorneys' fees, compensating the firm at the hourly rate of at least \$750 for legal service performed, by courts of this state.⁸¹ While the circumstances of every case are unique, the fact

⁷⁹ Aiwasian Decl., ¶ 11.

⁸⁰ Aiwasian Decl., ¶ 12.

⁸¹ For example, final approval of the class action settlement in *David Dugan v. TEC Equipment, Inc., et al.* (Los Angeles Superior Court Case No. 19STCV01591) was granted on July 8, 2021, and the award of attorneys' fees involved compensation at the rate of \$936.47 per hour; final approval of the class and representative action settlement

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

3. The Risks Involved, Skill Required, Complexity of the Matter, and the 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. Such a multiplier is warranted in this case.

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 *Larry Greenwood, et al. v. Scan Health Plan* (Los Angeles Superior Court Case No. BC715157) was granted on April 20, 2021, and the award of attorneys' fees involved compensation at the rate of \$919.57 per hour; final approval of the class action settlement in *Thereasa Carrozzella v. Basalite Concrete Products, LLC* (Sacramento County Superior Court Case No. 34-2017-00220214-CU-OE-GDS) was granted on February 21, 2020, and the award of attorneys' fees involved compensation at the rate of \$766.05 per hour; final approval of the class and representative action settlement in *Alice Rutledge, et al. v. Healthport Technologies, LLC* (Alameda County Superior Court Case No. RG16835813) was granted on June 11, 2019, and the award of attorneys' fees involved compensation at the rate of \$764.82 per hour; final approval of the class and representative action settlement in *Seth Swan v. Pace Supply* (Sonoma County Superior Court Case No. SCV258764) was granted on February 6, 2019, and the award of attorneys' fees involved compensation at the rate of \$855.96 per hour; final approval of the class and representative action settlement in *Stanley Bland, et al. v. Telecare Corporation* (Alameda County Superior Court Case No. RG16811450) was granted on November 21, 2018, and the award of attorneys' fees involved compensation at the rate of \$831.38 per hour; final approval of the class and representative action settlement in *Maryjo Ungerbuhler Anderson v. Boyett Petroleum* (Stanislaus County Superior Court Case No. 2020582) was granted on May 15, 2018, and the award of attorney's fees involved compensation at the rate of \$780.77 per hour; and final approval of the class and representative action settlement in *Demetrius Camarillo v. Blue Diamond Growers* (Sacramento County Superior Court Case No. 34-2015-00175871) was granted on June 30, 2017, and the award of attorneys' fees involved compensation at the rate of \$845.64 per hour. Aiwazian Decl., ¶ 12.

1 In determining whether or not to enhance the lodestar, California courts take into account
2 multiple factors, many of which were specifically addressed above in §§ VI.B-C, *infra*. See, *Cates*
3 at 822-823. Multiple factors warrant enhancement in this case, including the following:

- 4 • The time and labor required
- 5 • The skill requisite to perform the legal services properly
- 6 • The preclusion of other employment by the attorney due to the acceptance of the case
- 7 • The contingent nature of the fee
- 8 • The amount involved and results obtained
- 9 • The experience, reputation, and ability of the attorney
- 10 • Awards in similar cases

11 *Ketchum* at 1134.

12 Adjustment of the base lodestar figure to compute an award of attorneys' fees for a claim
13 under the California Labor Code is appropriate. See *Id.*, at 1135-1136; *Serrano v. Priest* (1977)
14 20 Cal.3d 25, 48-49. "The lodestar is calculated by multiplying the reasonable hours expended by
15 a reasonable hourly rate. The court may then enhance the lodestar with a multiplier, if
16 appropriate." *Wershba, supra*, 91 Cal.App.4th at 254. In the first stage of the lodestar adjustment
17 method, the trial court determines the reasonable hourly rate of compensation for counsel, which
18 it then multiplies by the number of hours the court finds were reasonably spent preparing the case,
19 to obtain the lodestar figure. *Ketchum, supra*, 24 Cal.4th at 1131-1132. The lodestar figure is the
20 "basic fee for comparable legal services in the community" based upon the "hourly amount to
21 which attorneys of like skill in the area would typically be entitled." *Id.*, at 1132-1133 (quotation
22 marks and citation omitted).

23 As discussed above, this was a highly-contested matter which required an extensive amount
24 of time and labor. Defendant raised defenses and denied liability, and the case involved gathering
25 and analyzing information, documents, and data not only from Defendant but also from the
26 Plaintiff, Class Members, and other sources. The handling of this matter involved a great amount
27 of effort, and required the exercise of a high-level of skill, which Class Counsel has as a result of
28 extensive experience in employment class actions and wage-and-hour litigation. Class Counsel

has been actively involved in the prosecution of this matter, prior to its commencement and Class Counsel's work has continued all the way up to the present. Class Counsel's dedication to the representation of the Class Members has precluded other employment.

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. The results obtained by way of Class Counsel's efforts are significant here. Class Counsel was successful in achieving substantial results in the form of a settlement of \$1,200,000.00. Also, Class Counsel's efforts throughout the case demonstrate dedication to the interests of the Class Members.

Class Counsel's application for attorneys' fees in light of the facts and circumstances surrounding the matter is well within the range of reasonableness. While handling this matter, Class Counsel devoted the hours in legal time summarized above and detailed in the Task and Time Chart, which is attached as EXHIBIT A to the Declaration of Edwin Aiwazian.⁸² As the chart indicates, Class Counsel has worked 528.40 hours in the pursuit of this matter. The attorney task and time chart presents the entire picture. Applying a reasonable rate of \$750 per hour to 528.40 hours of work performed by Lawyers for Justice, PC would place a base lodestar value of \$396,300.00 on Class Counsel's services, and applying a modest multiplier of 1.06, the total enhanced lodestar fees are \$420,078.00.⁸³ Class Counsel seeks an attorneys' fee award of \$420,000.00 (equal to 35% of the Maximum Settlement Amount based on the Settlement Agreement). 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."

⁸² Aiwazian Decl., Exh. A.

⁸³ *Id.*, ¶ 11; see n.**Error! Bookmark not defined.**, *supra*.

1 *Wershba, supra*, 91 Cal.App.4th at 255 (emphasis added); *see also, e.g., Chavez v. Netflix, Inc.*
2 (2008) 162 Cal.App.4th 43, 66 (approving multiplier of 2.5); *Vizcaino*, 290 F.3d at 1051
3 (approving multiplier of 3.65); *Wal-Mart Stores, Inc. v. Visa U.S.A., Inc.* (2d Cir. 2005) 396 F.3d
4 96, 123 (approving multiplier of 3.5); *Craft v. County of San Bernardino* (C.D. Cal. 2006) 624
5 F.Supp.2d 1113, 1125 (awarding multiplier of 5.2 and referring to other cases with cross-check
6 multipliers ranging from 4.5 to 19.6).

7 Therefore, application of a modest multiplier of 1.06 is warranted, and the lodestar as a
8 cross-check to the percentage figure sought herein, strongly supports the reasonableness of the
9 requested attorneys' fees award. Plaintiff respectfully requests that the Court grant final approval
10 of, and award, attorneys' fees in the amount of \$420,000.00 to Class Counsel.

11 **VII. COSTS TO BE REIMBURSED TO CLASS COUNSEL ARE FAIR AND**
12 **REASONABLE AND SHOULD BE APPROVED.**

13 The Settlement provides for reimbursement of litigation costs and expenses of up to
14 \$30,000.00. As set forth in the Declaration of Edwin Aiwazian, Class Counsel seeks
15 reimbursement of a total of \$18,724.57 in litigation costs and expenses.⁸⁴ This amount was
16 reasonable and necessary in the prosecution of the case and to obtain the Settlement.⁸⁵ The cost
17 savings of \$11,275.43 will be part of the Net Settlement Amount, which will be distributed to the
18 Settlement Class Members in accordance with the Settlement.⁸⁶ Accordingly, Plaintiff requests
19 that the Court award litigation costs and expenses in the amount of \$18,724.57 to Class Counsel.

20 **VIII. THE SETTLEMENT ADMINISTRATION COSTS ARE FAIR AND REASONABLE**
21 **AND SHOULD BE APPROVED.**

22 As set forth in the accompanying Declaration of Taylor Mitzner on behalf of Phoenix
23 Settlement Administrators, the total costs incurred and to be incurred by Phoenix for the notice
24 and settlement administration process are \$10,000.00.⁸⁷ The costs incurred and to be incurred
25 include, but are not limited to, (i) preparing, translating, printing, and mailing the Notice of Class
26

27 ⁸⁴ Aiwazian Decl., ¶ 19.

⁸⁵ Ibid.

⁸⁶ Ibid.

⁸⁷ Phoenix Decl., ¶ 17.

1 Action Settlement (“Class notice”); (ii) responding to inquiries from Class Members; (iii)
2 calculating the number of Workweeks each Class Member worked during the period from March
3 11, 2017 to June 23, 2022 (“Class Period”) and the number of Workweeks that each PAGA
4 Member worked during the time period from September 22, 2019 to June 23, 2022 (“PAGA
5 Period”); (iv) determining the validity of letters indicating a request to be excluded from the Class
6 Settlement (“Requests for Exclusion”), written objections to the Class Settlement (“Notices of
7 Objection”), and/or disputes regarding the number of Workweeks submitted by Class Members;
8 (v) calculating the Net Settlement Amount and the Individual Settlement Shares to Class Members;
9 (vi) calculating and issuing the Individual Settlement Payments and distributing them to Settlement
10 Class Members and Individual PAGA Payments to PAGA Members; (vii) issuing the payment to
11 Class Counsel for Attorneys’ Fees and Costs, the Enhancement Payment to Plaintiff, and the
12 employer/employee payroll taxes to the appropriate taxing authorities; and (viii) such other tasks
13 set forth in the Settlement Agreement, or as the Parties mutually agree, or as the Court orders.⁸⁸

14 Accordingly, the Court should grant final approval of payment to Phoenix, a necessary
15 third-party for handling of the notice and settlement process, in the amount of \$10,000.00.

16 **IX. THE REQUESTED ENHANCEMENT PAYMENT IS FAIR AND REASONABLE,**
17 **AND SHOULD BE APPROVED.**

18 The Settlement provides for an Enhancement Payment in the amount of \$10,000.00 to
19 Plaintiff Rey Parra to compensate Plaintiff for the time and effort that he expended on behalf of
20 the Class. The requested Enhancement Payment is both common and reasonable and should be
21 awarded.

22 In determining whether to make an incentive payment, courts consider the following
23 factors: (1) the risk to the class representative in commencing suit, both financial and otherwise;
24 (2) the notoriety and personal difficulties encountered by the class representatives; (3) the amount
25 of time and effort spent by the class representative; (4) the duration of the litigation; and (5) the
26 personal benefit (or lack thereof) enjoyed by the class representative as a result of the litigation.

27
28 ⁸⁸ *Id.*, ¶ 2.

1 *Vranken v. Atlantic Richfield Co.* (N.D. Cal. 1995) 901 F.Supp. 294, 299 (approving \$50,000
2 participation award to a single class representative).

3 The requested Enhancement Payment is fair and appropriate because Plaintiff spent a
4 substantial amount of time and effort producing relevant documents and past employment records,
5 as well as providing the facts and evidence to support the prosecution of the claims.⁸⁹ Plaintiff was
6 available whenever Class Counsel needed him and actively tried to obtain, and gave, information
7 to support the pursuit of the case.⁹⁰

8 Accordingly, it is appropriate and just for Plaintiff Rey Parra to receive \$10,000.00 as a
9 reasonable Enhancement Payment, for his services on behalf of the Class, PAGA Members, and
10 the State of California, in addition to his Individual Settlement Payment and Individual PAGA
11 Payment.

12 **X. CONCLUSION**

13 For the foregoing reasons, Plaintiff respectfully requests that the Court grant final approval
14 of the Settlement, and award Attorneys' Fees and Costs, the Enhancement Payment, Settlement
15 Administration Costs, and allocation for the PAGA Allocation, in their entirety, as sought herein;
16 and permit the filing of a memorandum that exceeds the page limit.

17
18 Dated: September 28, 2023

LAWYERS for JUSTICE, PC

19
20 By:



Annabel Blanchard
Attorneys for Plaintiff and the Class

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28 ⁸⁹ Aiwasian Decl., ¶ 20; Declaration of Rey Parra ("Parra Decl."), ¶¶ 3-5.

⁹⁰ Aiwasian Decl., ¶ 20; Parra Decl., ¶¶ 3-5.