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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES—SPRING STREET COURTHOUSE

EDUARDO CHINA, individually, and on
behalf of other members of the general public
similarly situated,

Plaintiff,

v.

SOUTHWESTERN INDUSTRIES, INC., an
unknown business entity; and DOES 1
through 100 inclusive,

Defendants.

Case No. 21STCV11874 (lead)
(*Consolidated with Case No. 21CMCV00123*)

Honorable William F. Highberger
Department SSC-10

CLASS ACTION

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

[Declaration of Class Counsel
(Joanna Ghosh); Declaration of Class
Representative (Eduardo China); Declaration
of Settlement Administrator (Taylor
Mitzner); and [Proposed] Final Approval
Order and Judgment filed concurrently
herewith]

Date: June 17, 2024
Time: 10:00 a.m.
Department: SSC-10

Complaint Filed: March 26, 2021
Trial Date: None Set

1 **PLEASE TAKE NOTICE** that on June 17, 2024 at 10:00 a.m., in Department SSC-10
2 of the above-entitled Court, located at 312 North Spring Street, Los Angeles, California 90012,
3 Plaintiff Eduardo China (“Plaintiff”) will and hereby does move for an order granting final
4 approval of:

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

- 8 • A Net Settlement Amount of approximately **\$932,735.14** will be fully distributed to
9 the Class Members who did not timely opt out of the Settlement (“Participating Class
10 Member”);
11 • **No Notices of Objection** have been submitted to the Settlement Administrator,
12 Phoenix Settlement Administrators (“Settlement Administrator”);
13 • **No Requests for Exclusion** were submitted to the Settlement Administrator;

14 2. Payment in the amount of **\$633,333.33** to Lawyers for Justice, PC (“Class
15 Counsel”), representing one-third (1/3) of the Total Settlement Amount, for attorneys’ fees,
16 which is reasonable and justified on a percentage-basis and also based on a lodestar cross-check;

17 3. Payment in the amount of **\$14,931.53** to Class Counsel for reimbursement of
18 litigation costs and expenses;

19 4. Payment in the amount of **\$7,000.00** to the Settlement Administrator, Phoenix
20 Settlement Administrators (“Phoenix”), for Settlement Administration Expenses; and

21 5. Payment in the amount of **\$10,000.00** to Plaintiff Eduardo China, as Class
22 Representative Enhancement, for his time and effort in representing the Class.

23 6. Allocation of the penalties under the Private Attorneys General Act of 2004,
24 California Labor Code section 2698, *et seq.*, in the amount of \$300,000.00, of which seventy-five
25 percent (75%), or **\$225,000.00**, will be paid to the California Labor and Workforce Development
26 Agency and twenty-five percent (25%), or **\$75,000.00**, will be distributed to all current and
27 former hourly-paid or non-exempt employees of Defendant Southwestern Industries, Inc.,
28

1 (“Defendant”)within the State of California at any time during the PAGA Period (“Aggrieved
2 Employees”).

3 This Motion is made pursuant to Rule 3.769 and Rule 3.1113(e) of the California Rules
4 of Court, which require approval by the Court of a class action settlement and permit the Court to
5 extend the page limit for memoranda.

6 This motion is based upon the following Memorandum of Points and Authorities; the
7 Declaration of Class Counsel (Joanna Ghosh), Class Representative (Eduardo China), and
8 Settlement Administrator (Taylor Mitzner of Phoenix) in support thereof; the pleadings and other
9 records on file with the Court in this matter; and such evidence and oral argument as may be
10 presented at the hearing on this Motion.

11 Dated: May 23, 2024

LAWYERS for JUSTICE, PC

12
13 By:



14 Brian J. St. John
15 Attorneys for Plaintiff and the Class
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TABLE OF CONTENTS

I.	SUMMARY OF MOTION.....	1
II.	PROCEDURAL HISTORY AND FACTUAL BACKGROUND.....	2
III.	SUMMARY OF THE SETTLEMENT TERMS AND PLAN OF DISTRIBUTION.	5
IV.	THE SETTLEMENT ADMINISTRATION PROCESS.....	7
V.	THE COURT SHOULD GRANT FINAL APPROVAL OF THE CLASS ACTION SETTLEMENT.....	9
A.	The Settlement Resulted from Arm’s-Length Negotiations Based Upon Extensive Investigation and Discovery.....	10
B.	The Risks Inherent in Continued Litigation Favor Final Approval of the Settlement.	12
C.	The Settlement Is Fair, Reasonable, and Adequate.....	13
D.	The Class Was Represented by Competent Counsel.....	15
E.	There are no Notices of Objection to the Settlement.....	15
VI.	THE ATTORNEYS’ FEES AWARD REQUESTED BY CLASS COUNSEL IS FAIR AND REASONABLE AND SHOULD BE APPROVED.	16
A.	Legal Standard for Attorneys’ Fees in a Class Action Settlement.	16
B.	A Fee Award of a Percentage of the Entire Fund Is Appropriate.....	17
C.	The Attorneys’ Fees Award Requested by Class Counsel Is Reasonable Based on the Factors Considered in Determination of Fee Awards.	20
	1. Time & Labor.....	21
	2. The Skill Required to Perform Legal Services Properly.	22
	3. The Value of the Settlement for the Class Members.	23
	4. Whether the Fee Is Fixed or Contingent.	24
	5. The Amount Involved and the Results Achieved.	25
	6. The Reputation and Ability of the Attorneys.	25
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.

		26
1. <i>The Number of Hours Spent on the Litigation was Reasonable.</i>		26
2. <i>The Fees Requested Represent a Reasonable Hourly Rate of Compensation in Light of Class Counsel's Efforts and Experience.</i>		27
3. <i>The Risks Involved, Skill Required, Complexity of the Matter, and Results Obtained Warrant Upward Enhancement of the Lodestar.</i>		28
VII. COSTS TO BE REIMBURSED TO CLASS COUNSEL ARE FAIR AND REASONABLE, AND SHOULD BE APPROVED.		31
VIII. THE SETTLEMENT ADMINISTRATION EXPENSES ARE FAIR AND REASONABLE AND SHOULD BE APPROVED.		32
IX. THE REQUESTED CLASS REPRESENTATIVE ENHANCEMENT IS FAIR AND REASONABLE, AND SHOULD BE APPROVED.		32
X. CONCLUSION		34

TABLE OF AUTHORITIES

Cases

<i>7-Eleven Owners for Fair Franchising v. Southland Corp.</i> (2000) 85 Cal.App.4th 1135	9, 15
<i>Beech Cinema, Inc. v. Twentieth-Century Fox Film Corp.</i> (S.D.N.Y. 1979) 480 F.Supp. 1195 .	17
<i>Boeing Co. v. Van Gemert</i> (1980) 444 U.S. 472.....	17, 20
<i>Cates v. Chiang</i> (2013) 213 Cal.App.4th 791.....	24
<i>Cellphone Termination Fee Cases</i> (2009) 180 Cal.App.4th 1110.....	16
<i>Chavez v. Netflix, Inc.</i> (2008) 162 Cal.App.4th 43	9, 17, 31
<i>Consumer Privacy Cases</i> (2009) 175 Cal.App.4th 545.....	16
<i>County of San Bernardino</i> (C.D. Cal. 2006) 624 F.Supp.2d 1113	31
<i>Crampton v. Takegoshi</i> (1993) 17 Cal.App.4th 308.....	18
<i>Dunk v. Ford Motor Co.</i> (1996) 48 Cal.App.4th 1794	9, 15, 16
<i>Graham v. DaimlerChrysler Corp.</i> (2004) 34 Cal.4th 553.....	28
<i>Green v. Obledo</i> (1981) 29 Cal.3d 126.....	17
<i>In re American Bank Note Holographics, Inc., Securities Litigation</i> (S.D.N.Y. 2001) 127	
F.Supp.2d 418	14
<i>In re Ampicillin Antitrust Litigation</i> (D. D.C. 1981) 526 F.Supp. 494.....	17
<i>Ketchum v. Moses</i> (2001) 24 Cal.4th 1122	16, 26, 27, 29, 30
<i>Laffitte v. Robert Half Int’l, Inc.</i> (2016) 1 Cal.5th 480.....	16, 18, 26
<i>Lealao v. Beneficial Cal., Inc.</i> (2000) 82 Cal.App.4th 19	16, 19, 20
<i>Paul, Johnson, Alston & Hunt v. Grauly</i> (1989) 886 F.2d 268	17
<i>Serrano v. Priest</i> (1977) 20 Cal.3d 25	17
<i>Vasquez v. Superior Court</i> (1971) 4 Cal.3d 800.....	17
<i>Vincent v. Hughes Air West, Inc.</i> (9th Cir. 1977) 557 F.2d 759	17, 18
<i>Vizcaino v. Microsoft</i> (9th Cir. 2002) 290 F.3d 1043	18
<i>Vo v. Las Virgenes Municipal Water Dist.</i> (2000) 79 Cal.App.4th 440	26
<i>Wal-Mart Stores, Inc. v. Visa U.S.A., Inc.</i> (2d Cir. 2005) 396 F.3d 96	31
<i>Wershba v. Apple Computer, Inc.</i> (2001) 91 Cal.App.4th 224.....	9, 15, 20, 29, 31

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2
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Winslow v. Harold G. Ferguson Corp. (1944) 25 Cal.2d 274..... 19

Statutes

Cal. Lab. Code § 2698..... 1

Other Authorities

A. Conte, *Attorney Fee Awards* (2d Ed., 1993) 18

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Court Awarded Attorney Fees, Report of the Third Circuit Task Force (October 8, 1985) 108

F.R.D. 237 25

R. Pearle, *California Attorney Fee Awards* (CEB, 1993) § 7A 18

MEMORANDUM OF POINTS AND AUTHORITIES

I. SUMMARY OF MOTION

Plaintiff Eduardo China (“Plaintiff”) seeks final approval of: (1) the Total Settlement Amount of \$1,125,000.00; (2) attorneys’ fees in the amount of \$633,333.33, which is one-third (1/3) of the Total Settlement Amount¹, and reimbursement of litigation costs and expenses in the amount of \$14,931.53 (together, “Attorneys’ Fees & Costs”) to Lawyers for Justice, PC (“Class Counsel”); (3) Settlement Administration Expenses in the amount of \$7,000.00 to Phoenix Settlement Administrators (“Phoenix” or “Settlement Administrator”); (4) Class Representative Enhancement in the amount of \$10,000.00 to Plaintiff Eduardo China; and (5) allocation of \$300,000.00 for penalties under the Private Attorneys General Act of 2004, California Labor Code § 2698, *et seq.* (“PAGA Penalty Amount”).

Plaintiff seeks relief on behalf of the following Class:

All current and former hourly-paid or non-exempt employees of Defendant in the State of California employed at any time during the Class Period. (“Class” or “Class Members”)²

This matter involved ongoing investigations, informal discovery, review and analysis of information, documents, and data in the course of litigation and in connection with mediation conducted by Jeffrey A. Ross, Esq., and settlement negotiations. This matter has required 465.70 hours of attorney time by Class Counsel. As will be demonstrated herein, the request for attorneys’ fees, which represents one-third (1/3) of the Total 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.³

Plaintiff moves for final approval of the Class Representative Enhancement in the amount of \$10,000.00, to compensate Plaintiff for the time and effort that he expended

¹ The Joint Stipulation of Class Action and PAGA Settlement (“Settlement Agreement”) provide that Class Counsel will seek an award of up to 35% of the Total Settlement Amount. However, Class Counsel only seeks attorneys’ fees equal to one-third of the Total Settlement Amount.

² Settlement Agreement, ¶ 6. “Class Period” is defined as the period of time from March 26, 2017 through October 31, 2022. *See id.*, ¶ 8.

³ Applying a modest multiplier of 1.60, the total enhanced lodestar fees are \$633,352.00, and Class Counsel seeks an attorneys’ fees award of \$633,333.33 (equal to 1/3 of the Total Settlement Amount)

spearheading this lawsuit on behalf of the Class, Aggrieved Employees, and the State of California. Plaintiff also moves for final approval of the payment to the Settlement Administrator in the amount of \$7,000.00 for Settlement Administration Expenses.

The requests for Attorneys' Fees and Costs, Class Representative Enhancement, Settlement Administration Expenses, and allocation for the PAGA Penalty Amount were fully disclosed in the Notice of Class Action Settlement ("Class Notice") that was mailed to the Class Members. Most importantly, as of the date of this Motion, *not a single Class Member has objected to any aspect of the Settlement, including the requested Attorneys' Fees and Costs, Class Representative Enhancement, Settlement Administration Expenses, or allocation for PAGA Penalty Amount.*

The Settlement is fair, adequate, and reasonable, and is the product of arm's-length, good-faith negotiations by experienced counsel presided over by a highly-regarded mediator who is experienced in mediating wage-and-hour class action lawsuits. Accordingly, the Court should grant final approval of the Settlement, and award Attorneys' Fees and Costs, Class Representative Enhancement, Settlement Administration Expenses, and allocation for the PAGA Penalty Amount in the amounts as fully disclosed to the Class and as requested herein.

In order to efficiently present the Court with adequate information to determine whether to grant final approval of the Settlement and award Attorneys' Fees and Costs, Class Representative Enhancement, Settlement Administration Expenses, and allocation for PAGA Penalty Amount, Plaintiff also moves for an order permitting the filing of this single consolidated memorandum, although it exceeds the page limit established by California Rules of Court, Rule 3.1113(d), instead of filing several separate motions.

II. PROCEDURAL HISTORY AND FACTUAL BACKGROUND

Defendant Southwestern Industries, Inc., ("Defendant") manufactures machine tools. Their engineering, manufacturing and corporate headquarters are housed in 130,000 sq. ft. facilities in southern California. Defendant employs a large field organization of factory-direct sales, service and management personnel throughout North America. Plaintiff Eduardo China is a former employee of Defendant.

On March 16, 2021, Plaintiff provided written notice by online submission to the LWDA and by certified mail to Defendant of the specific provisions of the California Labor Code that were alleged to be violated (“LWDA Notice.”)

On March 26, 2021, Plaintiff filed a Class Action Complaint for Damages (“Operative Complaint”) in the Los Angeles County Superior Court (“Court”), Case No. 21STCV11874, thereby commencing the above-captioned lawsuit (“Action”).

On May 21, 2021, Plaintiff filed a complaint for civil penalties and Enforcement under the Private Attorneys General Act, California Labor Code §2698, *Et Seq.* (“PAGA Complaint”) in the Superior Court of California for the County of Los Angeles Case No. 21CMCV00123 (the “PAGA Action”).

On July 9, 2021, Plaintiff filed an Amendment to Complaint, modifying the Operative Complaint to correct the name of the Defendant to Southwestern Industries, Inc.

On August 2, 2021, Defendant filed Answers to the PAGA Complaint.

On September 2, 2021, Plaintiff filed an Amendment to Complaint, modifying the PAGA Complaint to correct the name of the Defendant to Southwestern Industries, Inc.

On December 16, 2022, the Action (Case No. 21STCV11874) and the PAGA Action (Case No. 21CMCV00123) were consolidated, and Case No. 21STCV11874 became the lead case.

Plaintiff’s core allegation is that Defendant has violated the California Labor Code by engaging in a uniform practice and procedure, with respect to Plaintiff, the Class Members, and Aggrieved Employees of, *inter alia*, failing to pay all overtime and minimum wages, failing to provide compliant meal and rest periods and associated premium pay, failing to timely pay wages during employment and upon termination of employment, failing to provide compliant wage statements, failing to maintain requisite payroll records, and failing to reimburse necessary business expenses, and thereby engaged in unfair business practices in violation of California Business and Professions Code section 17200, *et seq. and* conduct that gives rise to penalties pursuant to PAGA. Plaintiff contends that he, and the Class Members, and Aggrieved

1 Employees are entitled to, *inter alia*, unpaid wages, penalties (including and not limited to,
2 penalties pursuant to PAGA), and attorneys' fees.

3 Defendant heavily disputed Plaintiff's allegations of unlawful conduct, and has denied,
4 and continues to deny, any liability and wrongdoing of any kind associated with any of the
5 allegations in the Action, and further denies that the Action is appropriate for class treatment or
6 representative adjudication for any purpose other than for settlement purposes only.

7 Prior to reaching Settlement, Class Counsel conducted significant investigation into the
8 facts of the case and engaged in informal discovery and review and analysis of thousands of
9 pages of documents and data produced by Defendants.

10 The Parties have actively litigated the Action since it was commenced on March 26,
11 2021. On June 30, 2022, the Parties participated in a formal, full-day mediation conducted by
12 Jeffrey A. Ross, Esq., a well-regarded mediator experienced in mediating complex labor and
13 employment matters. With the aid of the mediator's evaluation, the Parties ultimately reached
14 the Settlement described herein to resolve the Action in its entirety.

15 On October 30, 2023, Plaintiff filed a Motion for Preliminary Approval of Class Action
16 Settlement ("Motion for Preliminary Approval") and supporting documents. On December 19,
17 2023, the Court held a hearing on Plaintiff's Preliminary Approval of Class Action Settlement,
18 wherein the Court raised certain points of inquiry regarding the Settlement. On January 12, 2024,
19 Plaintiff filed supplemental briefing in support of the Motion for Preliminary Approval. On
20 January 18, 2024, the Court entered an Order Granting Plaintiff's Motion for Preliminary
21 Approval of Class Action Settlement ("Preliminary Approval Order"), thereby preliminarily
22 approving the terms of the Settlement, the Class Notice, and the proposed administration
23 procedures and associated deadlines.

24 Plaintiff now moves for final approval of the Settlement, Attorneys' Fees and Costs,
25 Class Representative Enhancement, Settlement Administration Expenses, and allocation for
26 PAGA Penalty Amount.

27 ///

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III. SUMMARY OF THE SETTLEMENT TERMS AND PLAN OF DISTRIBUTION

Under the terms of the Settlement Agreement, Defendant has agreed to pay a Total Settlement Amount (\$1,125,000.00) on a non-reversionary basis.⁴ Subject to approval by the Court, the Net Settlement Amount will be calculated by deducting the following amounts from the Total Settlement Amount: (1) Attorneys' Fees and Costs, consisting of attorneys' fees in the amount of \$633,333.33 and reimbursement of litigation costs and expenses in the amount of \$14,931.53 to Class Counsel; (2) Class Representative Enhancement in the amount of \$10,000.00 to Plaintiff Eduardo China; (3) Settlement Administration Expenses in the amount of \$7,000.00 to Phoenix; and (4) the amount of \$300,000.00 allocated to penalties under the Private Attorneys General Act ("PAGA"), of which 75% (i.e., \$225,000.00) will be distributed to the Labor and Workforce Development Agency ("LWDA") and 25% (i.e., \$75,000.00) will be distributed on a *pro rata* basis to all current and former hourly-paid or non-exempt employees of Defendant within the State of California at any time during the PAGA Period ("Aggrieved Employees").⁵ The Net Settlement Amount, which is estimated to be \$932,735.14, will be distributed in accordance with the Settlement Agreement, and there is no reversion to Defendant.⁶

The Settlement Administrator will calculate each Participating Class Member's (i.e., Class Members who did not timely opt out of the Class Settlement) share of the Net Settlement Amount ("Individual Settlement Share"), as follows:

- a. The Settlement Administrator will calculate each Participating Class Member's number of Workweeks and the total aggregate number of Workweeks of all Participating Class Members by utilizing the start and end dates worked as an hourly paid or non-exempt employee for Defendant in California.⁷
- b. The Settlement Administrator will divide the final Net Settlement Amount by the

⁴ Settlement Agreement, ¶¶ 31, 40, & 71(a).

⁵ *Id.*, ¶ 52, "PAGA Period" is defined as the period of time from March 16, 2020 through October 31, 2022, *See id.*, ¶ 30.

⁶ This amount is higher than the amount stated in Paragraph 13 of the accompanying Declaration of Taylor Mitzner Regarding Notice and Settlement Administration ("Phoenix Declaration" or "Phoenix Decl.") because the Settlement Administrator's calculation assumes that Class Counsel will obtain litigation costs and expenses in the maximum amount of \$20,000.00, which is allocated under the Settlement. However, Class Counsel seeks the amount of only \$14,931.53 for reimbursement of litigation costs and expenses (and the difference of \$5,068.47 will remain part of the Net Settlement Amount) and only one-third of the Total Settlement Amount in attorneys' fees.

⁷ *Id.*, ¶ 56(a)i.

Workweeks of all Participating Class Members to yield the “Final Workweek Value,” and multiply each Participating Class Member’s individual Workweeks by the Final Workweek Value to yield his or her Individual Settlement Share.⁸

The Settlement Administrator will calculate each Aggrieved Employee’s *pro rata* share of the 25% share of the PAGA Penalty Amount (“Individual PAGA Payment”), in accordance with the Settlement Agreement as follows:

- a. The Settlement Administrator will divide the PAGA Member Amount, i.e., 25% of the PAGA Penalty Amount, by the total number of Workweeks during the PAGA Period for all Aggrieved Employees to yield the “PAGA Workweek Value,” and multiply each Aggrieved Employee’s individual Workweeks during the PAGA Period by the PAGA Workweek Value to yield his or her Individual PAGA Payment.⁹

Class Members had sixty (60) calendar days after the initial mailing of the Class Notice to Class Members to dispute the number of Workweeks credited to each of them, opt out of the Class Settlement, and/or object to the Class Settlement (“Response Deadline”).¹⁰ The Response Deadline was January 20, 2024.¹¹ As of this date, the Settlement Administrator has received zero (0) written requests for exclusion from the Class Settlement (“Requests for Exclusion”) and zero (0) written objections to the Class Settlement (“Notices of Objection”) from Class Members.¹²

Each Participating Class Member’s Individual Settlement Payment will be allocated as twenty percent (20%) wages (the “wage portion”), which will be reported on an IRS Form W-2; and the remaining eighty percent (80%) penalties, interest, and other non-wage damages, which will be reported on an IRS Form 1099.¹³ The Individual PAGA Payments will be allocated as one hundred percent (100%) penalties, will not be subject to taxes or withholdings, and will be reported on an IRS Form-1099, if necessary.¹⁴ The Settlement Administrator will have the option to pay the Individual Settlement Payment and Individual PAGA Payment by way of a single check. The Settlement Administrator will withhold the employee’s share of taxes and withholdings with respect to the wages portion of the Individual Settlement Shares, and issue checks to Settlement Class Members for their Individual Settlement Payments (i.e., payment of

⁸ Settlement Agreement, ¶ 56(a)ii.

⁹ *Id.*, ¶ 56(b).

¹⁰ *Id.*, ¶ 37.

¹¹ Phoenix Decl., ¶ 9, Exh. A & B.

¹² *Id.*, ¶¶ 9 & 10.

¹³ Settlement Agreement, ¶ 57.

¹⁴ *Ibid.*

their Individual Settlement Share net of these taxes and withholdings).¹⁵ Defendant will pay the employer's share of payroll taxes and contributions with respect to the wage portion of Individual Settlement Shares ("Employer Taxes") in addition to the Settlement Amount.¹⁶

Each Individual Settlement Payment check issued to Participating Class Members and the Individual PAGA Payment check issued to the Aggrieved Employees will be valid and negotiable for one hundred eighty (180) calendar days from the date of issuance.¹⁷ Individual Settlement Payment checks and Individual PAGA Payment checks that are not negotiated within the 180-day period will be void and stop payment will be issued.¹⁸ The funds from associated with such voided checks will be transmitted by the Settlement Administrator within (10) calendar days after the expiration of the 180-day period, and sent to the State Controller's Office, Unclaimed Property Division, in the name of the Participating Class Member and/or Aggrieved Employee who failed to cash his/her check and in the respective amount of the voided check.¹⁹

IV. THE SETTLEMENT ADMINISTRATION PROCESS

The Court-appointed Settlement Administrator, Phoenix, has taken all necessary steps to effectuate the notice and settlement administration process, as set forth in the Court's January 18, 2024 Preliminary Approval Order.

On February 2, 2024, Phoenix received a mailing list from Defendant's counsel that contained each Class Member's (1) full name; (2) last known address; (3) telephone numbers (4) Social Security number; and (5) start and end dates of employment and/or number of Workweeks worked as an hourly and/or non-exempt employee of Defendant in California during the Class Period and during the PAGA Period (collectively, "Class Data").²⁰

The Class Data contained information for two hundred and three (203) individuals identified as Class Members.²¹ Phoenix processed the names and addresses through the National Change of Address Database ("NCOA") and updated the Class Data with any updated addresses

¹⁵ Settlement Agreement, ¶ 57.

¹⁶ Ibid.

¹⁷ *Id.*, ¶ 77.

¹⁸ Ibid.

¹⁹ Ibid.

²⁰ Phoenix Decl., ¶ 3.

²¹ Ibid.

located.²²

On August 9, 2023, Phoenix mailed the Class Notice via first class mail to 203 individuals identified as Class Members in the Class Data.²³

No Class Notices were returned as undeliverable with forwarding addresses.²⁴ Nine (9) Class Notices were returned as undeliverable without forwarding addresses.²⁵ Phoenix performed a skip-trace search on the nine (9) Class Notices that were returned to Phoenix without forwarding addresses, located an updated address for nine (9) Class Members, and promptly re-mailed the Class Notice to the updated addresses.²⁶ No Class Notices remain undeliverable.²⁷

The Settlement Administrator has received zero (0) Notices of Objection and zero (0) Requests for Exclusion from Class Members.²⁸

To date, there are two hundred and three (203) Class Members who did not submit a timely and valid Request for Exclusion, and are therefore, deemed to be Participating Class Members.²⁹ Pursuant to the terms of the Settlement, the Net Settlement Amount of approximately \$932,735.14 will be distributed to Participating Class Members in accordance with the terms of the Settlement.³⁰ The highest Individual Settlement Payment is currently estimated to be at least \$10,372.50 and the average Individual Settlement Payment is currently estimated to be at least \$4,579.64.³¹ The highest Individual PAGA Payment is currently estimated to be at least \$814.83, and the average Individual PAGA Payment is currently estimated to be at least \$487.01.³²

²² Phoenix Decl., ¶ 5.

²³ *Id.*, ¶ 6.

²⁴ *Id.*, ¶ 7.

²⁵ *Ibid.*

²⁶ *Ibid.*

²⁷ *Id.*, ¶ 8.

²⁸ *Id.*, ¶¶ 9 & 10.

²⁹ *Id.*, ¶ 12.

³⁰ *Id.*, ¶ 13; see n.6, *supra*.

³¹ *Id.*, ¶ 14. The actual average and highest Individual Settlement Payment 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 \$20,000.00 (the difference between the amount sought and the amount authorized under the Settlement will be part of the Net Settlement Amount.) See n.6, *supra*.

³² *Id.*, ¶ 15.

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 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 case 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 it was commenced on March 26, 2021. Counsel for the Parties used the pre-mediation time period to investigate the veracity, strength, and scope of the claims, and also to prepare the matter for class certification and trial.³³ The Parties conducted informal discovery and investigation into the facts of the case, and also informally exchanged information, documents, and data in preparation for mediation.³⁴ Class Counsel analyzed information, documents, and data obtained from Defendant, Plaintiff, and other sources.³⁵ The information, documents, and data reviewed and analyzed by Class Counsel included, and were not limited to, employment records of Plaintiff, a detailed sampling of Class Members' time and pay data, multiple iterations of Defendant's Employee Handbook, company policy acknowledgements, internal memoranda, job descriptions, new hire orientation checklists, operations and employment practices, forms, procedures, and policies documents (including but not limited to Work Hours and Break Time policy, Attendance policy, Personal Conduct policy, Cell Phone Policy, and Use of Computer Software Policy), among other information, data, and documents.³⁶ Class Counsel researched applicable law, developed damages, penalties, and valuation models in preparation for mediation, and met and conferred with Defendant's counsel on numerous occasions, e.g., to discuss issues relating to the case management, informal discovery, and production of documents and data in the course of litigation and in connection to mediation and settlement negotiations.³⁷

After conducting meaningful informal discovery and investigation into the facts of the case, the Parties participated in a formal, full-day mediation conducted by Jeffrey A. Ross, Esq.,

³³ Ghosh Decl., ¶ 6.

³⁴ *Ibid.*

³⁵ *Ibid.*

³⁶ *Ibid.*

³⁷ *Ibid.*

a well-regarded mediator experienced in mediating complex labor and employment matters.³⁸ In the course of litigation and in connection with mediation and settlement discussions, the Parties exchanged information, data, and documents, and discussed various aspects of the case, including and not limited to, the risks and delays of further litigation, the risks and expenses to the Parties of proceeding with class certification and trial, the law relating to class certification, manageability, off-the-clock theory, rounding, regular rate, meal and rest periods, representative PAGA claims and penalties, wage-and-hour law and enforcement, the evidence produced and analyzed, and the possibility of appeals, among other things.³⁹ During all settlement discussions, the Parties conducted their negotiations at arm's length in an adversarial position.⁴⁰ Arriving at a settlement that was acceptable to the Parties was not easy.⁴¹ Defendant and its counsel felt very strongly about Defendant's ability to prevail on the merits and to obtain a denial of class certification, while Plaintiff and Class Counsel believed that class certification would be obtained and Plaintiff would prevail at trial.⁴² After conducting informal discovery and investigations, settlement negotiations, and with the aid of the mediator's evaluation, the Parties agreed that the matter was well-suited for settlement given the legal issues relating to Plaintiff's principal claims, as well as the costs and risks to the Parties that would attend further litigation.⁴³

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 also reviewed and analyzed documents 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, manageability, off-the-clock theory, rounding, regular rate, meal and rest periods, representative PAGA claims and penalties, wage-and-hour law and enforcement, Plaintiff's claims and damages, and Defendant's defenses, as well as facts discovered.⁴⁴ The Settlement was based on this large volume of facts, evidence, and

³⁸ Ghosh Decl., ¶ 8.

³⁹ Ibid.

⁴⁰ Ibid.

⁴¹ Ibid.

⁴² Ibid.

⁴³ Ibid.

⁴⁴ *Id.*, ¶ 6.

investigation.⁴⁵ Additionally, Class Counsel has extensive experience in handling complex wage-and-hour matters, including significant experience in employment class and representative action litigation.⁴⁶

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

The Settlement, which provides for an Total Settlement Amount of \$1,125,000.00, represents a fair, adequate, and reasonable resolution of the case, given the risks inherent in litigating class claims through certification proceedings, trial, and/or appeals.⁴⁷ The Settlement was calculated using information, data, and documents uncovered through extensive case investigation, informal discovery, and the exchange of information in the context of mediation and settlement negotiations.⁴⁸ Had the action not settled, Defendant would have vigorously challenged class certification, manageability of representative adjudication, and liability. Defendant contended that individualized questions of fact predominate over any common issues, and these issues would pose challenges to certification. Defendant would have likely argued again at trial, if any, that Plaintiff's claims were not appropriate for class-wide adjudication. On the other hand, Defendant also faced the risk of the Court certifying a class and allowing a jury to decide Plaintiff's claims on a class-wide basis. Additionally, preparation for trial would have been expensive for all Parties.

It is preferable to reach an early resolution of a dispute because such resolutions save time and money that would otherwise go to litigation. If this matter had settled after further litigation, the settlement amount would have taken into account the additional costs incurred, and there might have been less money available for Class Members after all was said and done. This is not just an abstract contention. The risks and expenses of further litigation outweighed any benefit that might have been gained otherwise. These risks of further litigation include a determination that the claims were unsuitable for class treatment, failure to obtain certification,

⁴⁵ Ghosh Decl., ¶¶ 6 & 8.

⁴⁶ *Id.*, ¶¶ 13-18.

⁴⁷ *Id.*, ¶¶ 8 & 21.

⁴⁸ *Id.*, ¶¶ 5-8.

class de-certification after certification of a class, allowing a jury to decide the claims asserted in the case, and the real possibility of no recovery after years of litigation. Additionally, the Parties were moving into the phase of the litigation where they would have to conduct a significant amount of additional 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. Formal 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 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.

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

The Settlement, which provides for a Total Settlement Amount of \$1,125,000.00, represents a fair, reasonable, and adequate resolution of the case. The Settlement was calculated using information, data, and documents uncovered through extensive case investigation, informal discovery, and the exchange of information in the context of mediation and 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 Total Settlement Amount represents a considerable recovery.

Even after deducting attorneys' fees in the amount of \$633,333.33, litigation costs and expenses in the amount of \$14,931.53, Class Representative Enhancement in the amount of \$10,000.00, Settlement Administration Expenses in the amount of \$7,000.00, and PAGA Penalty Amount in the amount of \$300,000.00 from the Total Settlement Amount of \$1,125,000.00, the

Net Settlement Amount is currently estimated to be \$932,735.14.⁴⁹ Under the Settlement Agreement, the Total Settlement Amount will be fully paid out without any reversion to Defendant, in accordance with the terms of the Settlement. As discussed in Section III, *supra*, each Participating Class Member will be paid a *pro rata* share of the Net Settlement Amount, based on the number of Workweeks during the Class Period credited to him or her and each Aggrieved Employee will be paid a *pro rata* share of the twenty-five percent share of the PAGA Penalty Amount, based on the number of Workweeks during the PAGA Period credited to him or her. To date, there are 203 Participating Class Members, representing 100% of the Class Members.⁵⁰ The highest Individual Settlement Payment to a Participating Class Member is currently estimated to be at least \$10,372.50 and the average Individual Settlement Payment is currently estimated to be at least \$4,579.64.⁵¹ The highest Individual PAGA Payment is currently estimated to be at least \$814.83, and the average Individual PAGA Payment is currently estimated to be at least \$487.01.⁵² 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.⁵³ 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*

⁴⁹ Phoenix Decl., ¶ 13; see n.6, *supra*.

⁵⁰ *Id.*, ¶ 12.

⁵¹ *Id.*, ¶ 14; see n.31, *supra*.

⁵² *Id.*, ¶ 15.

⁵³ Ghosh Decl., ¶ 21.

1 *Actions* (4th Ed., 2002) § 11.47. Accordingly, the Court should grant final approval of the
2 Settlement.

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

4 Class Counsel has extensive experience in employment class and representative action
5 law and complex wage-and-hour litigation.⁵⁴ Lawyers *for* Justice, PC has been appointed class
6 counsel in numerous complex wage-and-hour cases, and has recovered millions of dollars for
7 individuals in California.⁵⁵ Both Parties' counsel were capable of assessing the strengths and
8 weaknesses of the Class Members' claims against Defendant and the benefits of the Settlement
9 under the circumstances of the case and in the context of a private, consensual settlement
10 agreement.

11 **E. There are no Notices of Objection to the Settlement.**

12 The Settlement has been well received by the Class – *not a single Class Member objected*
13 *to the Settlement*.⁵⁶ Specifically, no objections have been made as to the Total Settlement
14 Amount or requested Attorneys' Fees and Costs, Class Representative Enhancement, Settlement
15 Administration Expenses, or the allocation for PAGA Penalty Amount. California courts have
16 consistently found that a small number of objectors indicates the class' support for a settlement
17 and strongly favors final approval. *Wershba, supra*, 91 Cal.App.4th at 250-51 (final approval
18 granted despite 20 objectors); *7-Eleven Owners, supra*, 85 Cal.App.4th at 1152-53 (final
19 approval granted despite 9 objectors).

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

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27 ⁵⁴ Ghosh Decl., ¶¶ 13-18.

28 ⁵⁵ *Id.*, ¶¶ 13-18.

⁵⁶ Phoenix Decl., ¶ 10.

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

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

“The ultimate goal . . . is the award of a ‘reasonable’ fee to compensate counsel for their efforts, irrespective of the method of calculation.” *Consumer Privacy Cases* (2009) 175 Cal.App.4th 545, 557-58 (quoting *Apple Computer, Inc. v. Superior Court, supra*, 126 Cal.App.4th at 1270). It is not an abuse of discretion to choose one method over another as long

as the method chosen is applied consistently using percentage figures and/or rates that accurately reflect the marketplace. In cases where class members present claims against a settlement amount and the settlement agreement provides that the defendant agrees to paying the attorneys a percentage of the same, use of that percentage method is appropriate. *Lealao, supra*, 82 Cal.App.4th at 32.

Historically, courts have awarded fees as high as fifty percent (50%) of the settlement, depending on the circumstances of the case. Conte & Newberg, *Newberg on Class Actions* (4th Ed., 2002) § 14.03; *see also In re Ampicillin Antitrust Litig.* (D.D.C. 1981) 526 F.Supp. 494 (awarding attorneys' fees in the amount of 45% of the settlement amount of \$7.3 million); *Beech Cinema, Inc. v. Twentieth-Century Fox Film Corp.* (S.D.N.Y. 1979) 480 F.Supp. 1195 (awarding approximately 53% of the settlement amount as attorneys' fees). California courts routinely approve class action attorneys' fees awards "averag[ing] around one-third of the recovery." *Chavez v. Netflix, Inc.* (2008) 162 Cal.App.4th 43, 66 n.11 (lower court found 20 to 40 percent range of contingency fee in marketplace was appropriate in class actions); *see also Laffitte*, 1 Cal.5th at 488 & 506 (approving fee award of 1/3 of common fund of \$19 million).

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

California and federal courts have long recognized that an appropriate method for determining the award of attorneys' fees is based on a percentage of the total value of benefits made available to class members by the settlement. *Laffitte*, 1 Cal.5th at 503; *Boeing Co. v. Van Gemert* (1980) 444 U.S. 472, 478; *Paul, Johnson, Alston & Hunt v. Gaulty* (9th Cir. 1989) 886 F.2d 268, 272; *Vincent v. Hughes Air West, Inc.* (9th Cir. 1977) 557 F.2d 759, 769; *Serrano v. Priest* (1977) 20 Cal.3d 25, 34.⁵⁷ 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

⁵⁷ 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 the settlement. See, R. Pearle, *California Attorney Fee Awards* (CEB, 1993) § 7A, p. 5-7
2 (permitting attorneys' fees and costs to be paid out of the settlement or directly on behalf of the
3 other parties enjoying the benefit of the settlement). Both state and federal courts have embraced
4 this doctrine. See *Serrano, supra*, 20 Cal.3d at 35; *Crampton v. Takegoshi* (1993) 17
5 Cal.App.4th 308, 317; *Vincent, supra*, 557 F.2d at 769.

6 The propriety of calculating and awarding attorneys' fees as a percentage of a monetary
7 settlement that has, by litigation, been preserved or recovered for the benefit of others, has been
8 confirmed by the California Supreme Court. *Laffitte, supra*, 1 Cal.5th 480 at 486 & 506. The
9 California Supreme Court has taken the position that "[t]rial courts have discretion to conduct a
10 lodestar cross-check on a percentage fee," "they also retain the discretion to forgo a lodestar
11 cross-check and use other means to evaluate the reasonableness of a requested percentage fee[.]"
12 and "[t]he percentage [...] method survives in California." *Id.* (internal quotes omitted).

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

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

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Under the terms of the Settlement Agreement, Defendant will pay a Total Settlement Amount of \$1,125,000.00 on a non-reversionary basis. The requested attorneys' fees are one-third (1/3) of the Total Settlement Amount. In light of Class Counsel's successful prosecution and resolution of the case, the requested attorneys' fees are appropriate and reasonable.

Compensating class counsel in class litigation on a percentage basis makes good sense because: (1) it is consistent with the private marketplace where contingent fee attorneys are customarily compensated on such a basis; (2) it aligns the interests of class counsel and absent class members in achieving the maximum possible resolution of the case; and (3) it encourages the most efficient and expeditious resolution of the litigation by providing an incentive for early, yet reasonable, settlement. The requested attorneys' fees in this matter satisfy all of those factors 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 one-third (1/3) of the recovery.⁵⁸

Furthermore, a percentage-fee award is not dependent on a determination of the actual amount claimed by those entitled—it is the creation of the settlement that is the crucial fact. In *Winslow v. Harold G. Ferguson Corp.*, the California Supreme Court expressly held that “it is equitable that [the attorney's] compensation and expenses should come from the entire fund saved for all classes concerned before it is distributed.” *Winslow v. Harold G. Ferguson Corp.* (1944) 25 Cal.2d 274, 284. Likewise, *Lealao* expressly held that a percentage-based fee “may be calculated on the basis of the total fund made available rather than the actual payments made to

⁵⁸ Ghosh Decl., ¶ 9.

the class.” *Lealao, supra*, 82 Cal.App.4th at 51; *see also Boeing, supra*, 444 U.S. at 478 (“a litigant or a lawyer who recovers” a settlement “for the benefit of persons other than himself or her client is entitled to a reasonable attorneys’ fee from the fund as a whole”).

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

Class Counsel has obtained a substantial recovery on behalf of Plaintiff and the Class, 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.

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

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

Each and every one of these factors favors the attorneys’ fees sought here; however, some of the most relevant factors to this Court’s fee determination will be addressed herein. The award of attorneys’ fees in the amount of \$633,333.33 (which is 1/3 of the Total Settlement Amount) is commensurate with the time, effort, and expense dedicated to the case, the

contingent nature of Class Counsel's fee and the risks taken in commencing the case, the skill and determination required, the results that Class Counsel has achieved, and the value of the settlement that Class Counsel has obtained for the Class Members.

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, Aggrieved Employees, and the State of California. Moreover, as demonstrated in the supporting declaration, Class Counsel has extensive experience in the handling of class actions and complex litigation matters.⁵⁹

As outlined in the Declaration of Joanna Ghosh, Class Counsel has fully and actively participated in litigation of this case.⁶⁰ 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.⁶¹ During the litigation of the action, Class Counsel reviewed and analyzed information, documents, and data obtained from Defendant, Plaintiff, and other sources; and prepared liability, damages, and penalties valuation calculations.⁶² Class Counsel also met and conferred with Defendant's counsel over the issues relating to pleadings, case management, informal discovery, and production of 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. Other work performed by Class Counsel included, and was not limited to, case strategy and analysis; drafting, reviewing, and revising pleadings, the mediation brief, and settlement approval motion papers; preparing and appearing for court proceedings, among other tasks.⁶³

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

⁵⁹ Ghosh Decl., ¶¶ 13-18.

⁶⁰ *Id.*, Exh. A.

⁶¹ *Id.*, ¶ 6 & Exh. A.

⁶² *Id.*, ¶ 6.

⁶³ *Ibid.*

litigation process. The Task and Time Chart, which is attached as EXHIBIT A to the accompanying Declaration of Joanna Ghosh, sets forth in detail the hours that Class Counsel has spent performing tasks on behalf of Plaintiff and the Class.⁶⁴ 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 465.70 hours performing tasks and to obtain a significant recovery on behalf of Plaintiff and the Class.⁶⁵ 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 this case, the requested attorneys' fees are fair, adequate, and 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 they would have obtained class certification and prevailed at trial.

Class Counsel undertook significant investigation, analysis, and research prior to filing this case, during the litigation, and prior to mediation. Class Counsel took steps to prepare the matter for class certification 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 Joanna Ghosh, 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.⁶⁶

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⁶⁴ Ghosh Decl., Exh. A.

⁶⁵ Ibid.

⁶⁶ *Id.*, ¶¶ 13-18.

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

2 The Settlement represents an excellent resolution of the action, given the risks inherent in
3 litigating the case through certification proceedings, trial, and/or appeals. Had the case not
4 settled, Defendant would have vigorously challenged certifiability, manageability of
5 representative adjudication, and liability. Defendant, however, faced risks if the Court certified a
6 class and allowed a jury to decide the claims. Additionally, preparing the case for trial would
7 have been expensive for the Parties.

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

16 As a result of this litigation and settlement negotiations, Defendant agreed to pay a Total
17 Settlement Amount of \$1,125,000.00 to settle the matter. After deducting the attorneys' fees
18 (\$633,333.33), litigation costs and expenses (\$14,931.53), Class Representative Enhancement
19 (\$10,000.00), Settlement Administration Expenses (\$7,000.00), and the PAGA Penalty Amount
20 (\$300,000.00) from the Total Settlement Amount, it is currently estimated that the Net
21 Settlement Amount is approximately \$932,735.14.⁶⁷ The Net Settlement Amount will be fully
22 distributed in accordance with the terms of the Settlement. The highest Individual Settlement
23 Payment to a Participating Class Member is currently estimated to be at least \$10,372.50 and the
24 average Individual Settlement Payment is currently estimated to be at least \$4,579.64..⁶⁸ The
25 highest Individual PAGA Payment is currently estimated to be at least \$814.83, and the average
26 Individual PAGA Payment is currently estimated to be at least \$487.01.⁶⁹ The Settlement offers

27 ⁶⁷ Phoenix Decl., ¶ 13; see n.6, *supra*.

28 ⁶⁸ *Id.*, ¶ 14; see n.31, *supra*.

⁶⁹ *Id.*, ¶ 15.

significant monetary relief to the Participating Class Members, the State of California, and Aggrieved Employees.

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 465.70 hours of time to obtain relief on behalf of Plaintiff and the Class.⁷⁰ Class Counsel has also incurred litigation costs and expenses in the amount of \$14,931.53.⁷¹

Class Counsel has borne all of the risks and costs of litigation and will not receive any compensation until recovery is obtained.⁷² Class Counsel is well-experienced in wage-and-hour class action and complex litigation and used that experience to obtain a great result.⁷³ The skill and determination that Class Counsel has shown, along with the results obtained, justify the requested attorneys' fees. Considering the amounts requested, the work performed, and the risks incurred, the requested fees and costs are reasonable and should be awarded.

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

A contingent fee must be higher than a fee for the same legal services paid as they are performed. The contingent fee compensates the lawyer not only for the legal services she 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 her work if she is paid only for the second of these functions. If she 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 case 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 case would have been for naught, and would not have produced any fee or any reimbursement of costs or expenses.

⁷⁰ Ghosh Decl., ¶ 11, Exh. A.

⁷¹ See Part VII, *infra*.

⁷² Ghosh Decl., ¶ 19.

⁷³ See *id.*, ¶¶ 13-18.

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

2 The results achieved, in light of the difficulties inherent in similar cases and the specific
3 difficulties faced in this matter, are considerable. The Settlement has yielded a positive response
4 from the Class Members—no Class Members objected to the Settlement.⁷⁴

5 The court in *Camden* noted that, “a key element of the common fund case is that fees are
6 [...] taken from the fund [...] and a common fund is itself the measure of success ... [and]
7 represents the benchmark on which a reasonable fee will be awarded.” *Camden*, 946 F. 2d 768,
8 fn. 28 (citing *Court Awarded Attorney Fees, Report of the Third Circuit Task Force* (October 8,
9 1985) 108 F.R.D. 237 and Newberg, *Attorney Fee Awards* § 2.07 (1986)).

10 Here, the results achieved and obtained on behalf of Plaintiff and the Class are reasonable
11 in light of the risks inherent in further litigating this matter. Class Counsel’s efforts have
12 resulted in a settlement that provides for a Total Settlement Amount of \$1,125,000.00.⁷⁵ The
13 Total Settlement Amount will be fully paid out, in accordance with the terms of the Settlement
14 Agreement. The highest Individual Settlement Payment to a Participating Class Member is
15 currently estimated to be at least \$10,372.50 and the average Individual Settlement Payment is
16 currently estimated to be at least \$4,579.64.⁷⁶ The highest Individual PAGA Payment is currently
17 estimated to be at least \$814.83, and the average Individual PAGA Payment is currently
18 estimated to be at least \$487.01.⁷⁷

19 **6. *The Reputation and Ability of the Attorneys.***

20 Lawyers for Justice, PC is a recognized class action law firm that employed its attorneys’
21 knowledge, skills, and experience in bringing this case to a successful conclusion. Class Counsel
22 has years of complex and class action litigation experience, has recovered millions of dollars on
23 behalf of thousands of individuals in California, and has successfully handled numerous
24 significant wage-and-hour class action and complex cases.⁷⁸

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27 ⁷⁴ Phoenix Decl., ¶ 10.

⁷⁵ Ghosh Decl., ¶¶ 5-8.

⁷⁶ Phoenix Decl., ¶ 14; see n.31, *supra*.

⁷⁷ *Id.*, ¶ 15.

⁷⁸ Ghosh Decl., ¶¶ 13-18.

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.

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 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 and representative 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 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, information, and data to strategize the action and to prepare for and attend mediation and engage in settlement discussions.

As discussed above in Part VII.C.1, *infra*, attached to the Declaration of Joanna Ghosh 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.⁷⁹ The chart demonstrates that Class Counsel has spent a total of 465.70 hours litigating the case and finalizing the Settlement.⁸⁰ In light of the facts and circumstances of the case, as well as the results that Class Counsel has achieved on behalf of Plaintiff and the Class Members, Class Counsel has spent a reasonable number of hours on this matter. In addition, Class Counsel will continue to perform work on this matter through the date of final approval and in connection with the implementation of the Settlement.

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

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

⁷⁹ See Ghosh Decl., Exh. A.

⁸⁰ Ghosh Decl., ¶ 11.

1 awarding attorneys’ fees, the aim is to mirror “the established practice in the private legal market
2 of rewarding attorneys for taking the risk of nonpayment by paying them a premium over their
3 normal hourly rates for winning contingency cases.” See *id.*

4 Class Counsel has been actively involved in this case, prior to its commencement and all
5 the way up to the present, and Class Counsel’s dedication to providing representation in this
6 matter has precluded other employment. Here, Class Counsel bore the risk that, despite all of its
7 efforts and skills employed, there may be no recovery. Ultimately, Class Counsel was successful
8 in reaching an escalated settlement of \$1,125,000.00.

9 As set forth in the Declaration of Joanna Ghosh, the professional backgrounds and
10 experience of Class Counsel support a reasonable blended hourly rate of compensation of at least
11 \$850 per hour for services provided by Class Counsel.⁸¹ Lawyers for Justice, PC has been
12 awarded attorneys’ fees, compensating Lawyers for Justice, PC at the blended rate of at least
13 \$850 for legal service performed, by courts of this state.⁸² While the circumstances of every case
14 are unique, the fact remains that the work performed and efforts undertaken by Class Counsel on
15 behalf of the Class Members, Aggrieved Employees, and the State of California justify the
16 requested attorneys’ fees.

17 **3. The Risks Involved, Skill Required, Complexity of the Matter, and Results**
18 **Obtained Warrant Upward Enhancement of the Lodestar.**

19 Even when courts have opted to award fees in settlement fund cases based on time
20 reasonably expended on the action, courts have generally awarded these fees based on the actual
21 time expended (the lodestar) in conjunction with a multiplier of between 2 and 4. *Kerr v. Screen*
22 *Extras Guild, Inc.* (9th Cir. 1975) 526 F.2d 67. Such a multiplier is warranted in this Action.

23 Courts frequently apply multipliers to enhance the lodestar to reflect the risks involved,
24 the complexity of the litigation, and the other relevant facts. *Vizcaino*, 290 F.3d at 1051;
25 *Graham v. DaimlerChrysler Corp.* (2004) 34 Cal.4th 553, 579 (“One of the most common fee
26 enhancers [...] is for contingency risk.”). Such an enhancement “mirrors the established practice
27

28 ⁸¹ Ghosh Decl., ¶ 12.

⁸² *Ibid.*

1 in the private legal market of rewarding attorneys for taking the risk of nonpayment by paying
2 them a premium over their normal hourly rates for winning contingency cases.” *Vizcaino*, 290
3 F.3d at 1051; *accord Ketchum*, 24 Cal.4th at 1132-33. A risk multiplier also serves to bring the
4 financial incentives for enforcing important rights “into line with incentives [attorneys] have to
5 undertake claims for which they are paid on a fee-for-services basis.” *Ketchum*, 24 Cal. 4th at
6 1132.

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

- 10 • The time and labor required
- 11 • The skill requisite to perform the legal services properly
- 12 • The preclusion of other employment by the attorney due to the acceptance of the case
- 13 • The contingent nature of the fee
- 14 • The amount involved and results obtained
- 15 • The experience, reputation, and ability of the attorney
- 16 • Awards in similar cases

17 *Ketchum* at 1134.

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

As discussed above, this was a highly-contested matter which required an extensive amount of time and labor. Defendant raised defenses and denied liability, and the Action 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. 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 \$1,900,000.00. Also, Class Counsel's efforts throughout the Action 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 Joanna Ghosh.⁸³ As the Task and Time Chart indicates, Class Counsel has worked 465.70 hours in the pursuit of this matter. The attorney Task and Time Chart presents the entire picture. Applying a reasonable blended rate of \$850 per hour to **465.70 hours** of work performed by Lawyers for Justice, PC would place a base lodestar value of \$395,845.00 on Class Counsel's services, and applying a modest

⁸³ Ghosh Decl., Exh. A.

multiplier of 1.60, the total enhanced lodestar fees are \$633,352.00.⁸⁴ Class Counsel seeks an attorneys' fee award of \$633,333.33 (equal to 1/3 of the Total 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.**" *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**).

This matter involves an outstanding monetary recovery involving an ***Total Settlement Amount of \$1,900,000.00*** (with a ***Net Settlement Amount of at least \$932,735.14 to be paid to Participating Class Members*** with an average payment of approximately \$4,579.64 per Participating Class Member, a ***payment of \$75,000.00 to Aggrieved Employees*** with an average payment of \$487.01 per Aggrieved Employee, and ***payment of \$225,000.00 to the State of California***)—support the percentage fee sought and the application of a lodestar multiplier.⁸⁵

Therefore, application of a modest multiplier of 1.60 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. Plaintiffs respectfully request that the Court grant final approval of, and award, attorneys' fees in the amount of \$633,333.33 to Class Counsel.

VII. COSTS TO BE REIMBURSED TO CLASS COUNSEL ARE FAIR AND REASONABLE, AND SHOULD BE APPROVED.

The Settlement provides for reimbursement of litigation costs and expenses of up to \$20,000.00. As set forth in the Declaration of Joanna Ghosh, Class Counsel seeks reimbursement of \$14,931.53, in litigation costs and expenses incurred in this matter.⁸⁶ This

⁸⁴ Ghosh Decl., ¶¶ 11-12; *see n.3, supra*.

⁸⁵ Phoenix Decl., ¶¶ 14 & 15. *See n.5 & 31, supra*.

⁸⁶ Ghosh Decl., ¶ 19 & Exh. B.

amount was reasonable and necessary in the prosecution of the case and to obtain the Settlement, and is less than the maximum amount allocated under the Settlement Agreement.⁸⁷ The cost savings of \$5,068.47 will be part of the Net Settlement Amount, which will be distributed to the Participating Class Members in accordance with the Settlement.⁸⁸ Accordingly, Plaintiff requests that the Court award litigation costs and expenses in the amount of \$14,931.53 to Class Counsel.

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

As set forth in the accompanying Phoenix Declaration, the total costs incurred and to be incurred by Phoenix for the notice and settlement administration process are \$7,000.00.⁸⁹ The costs incurred and to be incurred include, but are not limited to, expenses for formatting, printing, translating, and mailing the Class Notice to the Class Members in English and Spanish; performing skip-trace searches on Class Notices returned as undeliverable; re-mailing the Class Notices to any updated addresses located by skip-trace search; receiving, reviewing, and processing Requests for Exclusion, Notices of Objection, and Workweeks disputes (if any); handling inquiries from Class Members regarding the Settlement; calculating Individual Settlement Payments and Individual PAGA Payments and preparing the associated tax forms; and transmitting payments, among other things.⁹⁰

Accordingly, the Court should grant final approval of payment to Phoenix, a necessary third-party for handling of the notice and settlement process, in the amount of \$7,000.00.

IX. THE REQUESTED CLASS REPRESENTATIVE ENHANCEMENT IS FAIR AND REASONABLE, AND SHOULD BE APPROVED.

The Settlement provides for a Class Representative Enhancement in the amount of \$10,000.00 to Plaintiff Eduardo China to compensate Plaintiff for the time and effort that he expended on behalf of the Class, Aggrieved Employees, and the State of California. The

⁸⁷ Ghosh Decl., ¶ 19 & Exh. B.

⁸⁸ Ibid.

⁸⁹ Phoenix Decl., ¶ 24.

⁹⁰ *Id.*, ¶ 3.

1 contemplated and requested Class Representative Enhancement is both common and reasonable
2 and should be awarded.

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

10 The requested Class Representative Enhancement is fair and appropriate because Plaintiff
11 spent a substantial amount of time and effort producing relevant documents and past
12 employment records, as well as providing the facts and evidence necessary to attempt to prove
13 the allegations in the case.⁹¹ Plaintiff was available whenever Class Counsel needed him and
14 actively tried to obtain, and gave, information that would facilitate the pursuit of the case.⁹²
15 Plaintiff spent numerous hours speaking with Class Counsel about his claims, describing his
16 work experiences with Defendant, and gathering and reviewing documents.⁹³ These services
17 merit the requested Class Representative Enhancement to Plaintiff, who has not received any
18 compensation for his efforts on behalf of the Class Members to date.⁹⁴

19 The requested Class Representative Enhancement was fully disclosed in the Class Notice
20 that was mailed to the Class Members. No objections were made with regards to the requested
21 Class Representative Enhancement. Accordingly, it is appropriate and just for Plaintiff Eduardo
22 China to receive \$10,000.00 as a reasonable Class Representative Enhancement for his services
23 on behalf of the Class, Aggrieved Employees, and the State of California, in addition to his
24 individual settlement payment.

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27 ⁹¹ Ghosh Decl., ¶ 20; Declaration of Eduardo China (“China Decl.”), ¶¶ 3-5.

28 ⁹² Ghosh Decl., ¶ 20; China Decl., ¶¶ 3-5.

⁹³ Ghosh Decl., ¶ 20; China Decl., ¶¶ 2-6.

⁹⁴ China Decl., ¶ 9.

X. CONCLUSION

For the foregoing reasons, Plaintiff respectfully requests that the Court grant final approval of the Settlement, and award Attorneys' Fees and Costs, Class Representative Enhancement, Settlement Administration Expenses, and allocation for the PAGA Penalty Amount in their entirety, as sought herein; and permit the filing of a memorandum that exceeds the page limit.

Dated: May 23, 2024

LAWYERS for JUSTICE, PC

By: _____


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