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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SANTA CLARA

CRISTINA GUZMAN, an individual, on
behalf of herself and others similarly situated,

PLAINTIFF,

v.

RANDSTAD US, LLC; and DOES 1 thru 50,
inclusive,

DEFENDANTS.

CASE NO. 21CV380800

[Case Assigned for All Purposes to Hon.
Theodore C. Zayner in Dept. 19]

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

*[Filed concurrently with Motion for Approval
of Representative Action Settlement;
Declarations of Kelsey M. Szamet, CRISTINA
GUZMAN Lisa Mullins of ILYM Group, Inc.;
Proposed Order, and Proposed Judgment]*

Date: September 18, 2024

Time: 1:30 PM

Dept.: 19

Complaint Filed: April 28, 2021

Trial Date: None Set

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

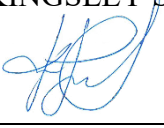
2 PLEASE TAKE NOTICE that on September 18, 2024 at 1:30 PM in Department 19 of the
3 above-entitled court, Plaintiff CRISTINA GUZMAN (“Plaintiff”) will, and hereby does, move the
4 Court for an Order granting approval of PAGA Counsel’s Attorneys’ Fees pursuant to the Parties’
5 PAGA Settlement Agreement.

6 Good cause exists for the granting of this Motion because the work of Plaintiff and PAGA
7 Counsel resulted in an excellent settlement that compensates Aggrieved Employees.

8 The Motion will be based on this Notice of Motion; the accompanying Memorandum of
9 Points and Authorities; the Declarations of Kelsey M. Szamet; Plaintiff CRISTINA GUZMAN;
10 all other papers and records on file in this action; and on such oral and documentary evidence as
11 may be presented at the hearing on this Motion.

12
13 DATED: June 12, 2024

KINGSLEY SZAMET & LY

14
15 By: 

16 Kelsey M. Szamet
17 Attorneys for Plaintiff CRISTINA GUZMAN and
18 the aggrieved employees
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TABLE OF CONTENTS

I.	INTRODUCTION	1
II.	STATUS OF THE SETTLEMENT	1
III.	PAGA COUNSEL’S FEE REQUEST IS REASONABLE.....	2
i.	Slight Multiplier Requested	2
A.	The Hourly Rates Requested Are Reasonable	3
B.	The Fees Requested Are Reasonable	4
i.	Novelty and Difficulty of Questions Presented	5
ii.	Skill Displayed in Presenting Questions Presented	5
iii.	Preclusion of Other Employment By Attorneys	6
iv.	Contingent Nature of the Fee Award	6
v.	Success Achieved.....	6
IV.	PROOF OF SUBMISSION TO THE LABOR AND WORKFORCE DEVELOPMENT AGENCY	6
V.	CONCLUSION.....	6

TABLE OF AUTHORITIES



Federal Cases

<i>Mangold v. Cal. Pub. Utils. Comm'n</i> , 67 F.3d 1470 (9th Cir. 1995)	5
<i>Missouri v. Jenkins by Agvei</i> , (1989) 491 U.S. 274.....	3
<i>Van Vracken v. Atlantic Richfield Co.</i> , (N.D.Cal.1995) 901 F.Supp. 294	5

State Cases

<i>Beasley v. Wells Fargo Bank</i> , (1991) 235 Cal.App.3d 1407	2
<i>Bihun v. AT&T Info. Sys., Inc.</i> , (1993) 13 Cal.App.4th 976	4
<i>City of Oakland v. Oakland Raiders</i> , (1988) 203 Cal.App.3d 78 (2.34).....	5
<i>Coal. for L.A. County Planning v. Bd. of Supervisors</i> , (1977) 76 Cal.App.3d 241	5
<i>Coal. for L.A. County Planning v. Bd. of Supervisors</i> , (1997) 76 Cal.App.3d 24	2
<i>Ketchum v. Moses</i> , (2001) 24 Cal.4th 1122	2, 5
<i>Lakin v. Watkins Associated Industries</i> , (1991) 6 Cal.4 th 644.	4
<i>Lealao v. Beneficial Calif. Inc.</i> , (2000) 82 Cal.App.4th.	4
<i>PLCM Group, Inc. v. Drexler</i> , (2000) 22 Cal.4th 1084	3
<i>Radar v. Thrasher</i> , (1962) 57 Cal.2d 244	2
<i>Rebney v. Wells Fargo Bank</i> , (1991) 232 Cal.App.3d at p.....	2

<i>Serrano v. Priest III</i> , 20 Cal.3d 25 (1977)	2, 5
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<i>Serrano v. Unruh</i> , (1982) 32 Cal.3d ["Serrano IV"].....	3
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<i>Valley Audubon Soc., Inc. v. County of Tulare</i> , (1984) 155 Cal.App.3d 738	2, 3
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<i>Wershba v. Apple Computer, Inc.</i> , (2001) 91 Cal.App.4th	2, 5
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State Statutes

California Code of Civil Procedure section 382	1
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State Rules

California Rules of Court, rule 3.769 (b)	1
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1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. INTRODUCTION**

3 Pursuant to California Rules of Court, rule 3.769 (b) and California Code of Civil
4 Procedure section 382, Plaintiff CRISTINA GUZMAN (“Plaintiff”) moves this Court for approval
5 of an award of attorneys’ fees to PAGA Counsel, pursuant to the terms of the preliminary-approved
6 PAGA Settlement Agreement (“Agreement” or “Settlement”) between named Plaintiff and
7 Defendant RANDSTAD US, LLC (“Defendant”). PAGA Counsel is respectfully requesting that
8 the Court award attorneys’ fees to PAGA Counsel of \$140,000.00.

9 **II. STATUS OF THE SETTLEMENT**

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

13 As discussed in the Motion for Approval of Representative Action Settlement, PAGA
14 Counsel worked diligently on behalf of the Aggrieved Employees in order to obtain this
15 Settlement.

16 As detailed fully in the Agreement and set forth above, the Agreement provides for PAGA
17 Counsel to separately seek a fee award of up to \$140,000.00. (Declaration of Kelsey M. Szamet
18 ¶65, Ex. 1 at ¶3.2.1.)

19 PAGA Counsel extensively addressed the perceived risks in this case in the concurrently
20 filed Motion for Approval of Representative Action Settlement and will not repeat that analysis
21 here. In addition to the complexity of this case, PAGA Counsel has borne the entire risk and costs
22 of this litigation during the entire time that it has been pending, all on a pure contingency basis.
23 (Szamet Decl. ¶66.) Through the investment of substantial effort and resources, PAGA Counsel
24 has secured an outstanding Settlement of behalf of the Aggrieved Employees. (*Id.*) Defendant
25 vigorously contested liability, the amount of claimed damages, and the propriety of class
26 certification. (*Id.*) It is this kind of situation, involving complex issues, that has been recognized
27 as justifying a substantial attorney fee award. (*Id.*)

28 //

1 **III. PAGA COUNSEL’S FEE REQUEST IS REASONABLE**

2 The lodestar is calculated by multiplying the reasonable hours expended by a reasonable
3 hourly rate. (*Serrano v. Priest*, 20 Cal.3d 25, 48-49 (1977) (“*Serrano III*”).) Those rates reflect
4 “the general local hourly rate for a fee-bearing case” and do “not include any compensation for
5 contingent risk, extraordinary skill, or any other factors.” (*Ketchum v. Moses* (2001) 24 Cal.4th
6 1122, 1138.) The court may then enhance the lodestar with a multiplier. (*Wershba, supra*, 91
7 Cal.App.4th at 254; *Serrano III, supra*, 20 Cal.3d at 49.)

8 **i. Slight Multiplier Requested**

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

18 Here, a lodestar cross-check confirms that the fee request is reasonable. (Szamet Decl. ¶75.)
19 PAGA Counsel have an aggregate lodestar in the amount of \$118,255.00 which represents 157.9
20 hours of attorney work on this litigation from its inception through the date of the filing of
21 Plaintiff’s Approval Motion and does not include hours spent on the Fee Motion or any future
22 hours. (*Id.*) As such, PAGA Counsel is asking for a lodestar multiplier of 1.18. (Szamet Decl.
23 ¶76.) Typically, the lodestar is merely the starting point of the calculation of a reasonable fee, and
24 courts often multiply the lodestar by a factor to account for the risk of non-payment, delay in
25 payment, the quality of work, and the novelty and difficulty of the issues involved. (*See Radar v.*
26 *Thrasher*, (1962) 57 Cal.2d 244, 253; *Beasley v. Wells Fargo Bank*, (1991) 235 Cal.App.3d 1407,
27 1419; *Coal. for L.A. County Planning v. Bd. of Supervisors*, (1997) 76 Cal.App.3d 24 1, 251.)

28 This case dealt with difficult legal and factual questions. (Szamet Decl. ¶77.) Significantly,

1 the risk attendant to the underlying claims in this matter was great considering Defendant's
2 defenses as discussed in detail in the concurrently-filed Approval Motion. (*Ibid.*) Were this case
3 to proceed, Defendant would have a strong incentive to litigate tenaciously. (*Ibid.*) There are
4 genuine issues in dispute. (Szamet Decl. ¶78.)

5 As discussed above, PAGA Counsel are skilled wage and hour practitioners with decades
6 of experience in these types of matters who diligently prepared and litigated this matter. (Szamet
7 Decl. ¶79.) To achieve the ultimate result in this case, PAGA Counsel had to incur substantial risk
8 and expense, and were precluded from taking other fee generating employment for 157.9 hours of
9 attorney time. (Szamet Decl. ¶80.) This matter had been handled purely on a contingency fee basis
10 and PAGA Counsel has advanced many thousands of dollars in costs while deferring all payment
11 of fees, with no guarantee that any of the fees incurred or costs advanced would ever be recovered
12 and diverting significant firm resources to prosecution of this matter. (Szamet Decl. ¶81.) PAGA
13 Counsel believe the Settlement is an exceptional result that will be well-received by the Aggrieved
14 Employees. (Szamet Decl. ¶82.)

15 A. The Hourly Rates Requested Are Reasonable

16 PAGA Counsel is entitled to be compensated at hourly rates that reflect the reasonable
17 market value of their legal services, based on their experience and expertise. (*See Serrano IV*,
18 *supra*, 32 Cal.3d at pp. 640-43, n.31.) "The reasonable hourly rate is that prevailing in the
19 community for similar work." (*PLCM Group, Inc. v. Drexler* (2000) 22 Cal.4th 1084, 1095.)
20 Payment at full market rates is essential to entice well-qualified counsel to undertake difficult
21 cases, such as this one. (*San Bernardino Valley Audubon Soc'y v. County of San Bernardino* (1984)
22 155 Cal. App. 3d 738, 755.) Additionally, calculation of a lodestar based on current hourly rates
23 is appropriate as a means of compensating for delay in payment. (*Missouri v. Jenkins by Agyei*
24 (1989) 491 U.S. 274, 283-84.)

25 The requested hourly rates in this case range from \$400.00 per hour to \$1,100.00. (Szamet
26 Decl. ¶83.) PAGA Counsel's hourly rates are fully supported by their experience and reputation
27 in handling complex employment litigation, including wage and hour class and representative
28 actions. (Szamet Decl. ¶84; ¶¶61-63.)

1 Mr. Kingsley is a 28-year attorney with expertise in wage and hour class and representative
2 action lawsuits. (Szamet Decl. ¶85.) He has litigated several hundred such cases, including at the
3 appellate level at the U.S. Supreme Court, California Supreme Court, the Ninth Circuit, and the
4 California Court of Appeal. (Szamet Decl. ¶86.) He is also a prolific speaker at various seminars
5 on employment law and has contributed to legal publications on employment topics. (Szamet Decl.
6 ¶87.) Biographical information for the other handling attorneys is included in the concurrently
7 filed Declaration of Kelsey M. Szamet. (Szamet Decl. ¶¶88-92.)

8 PAGA Counsel's charged rates are commensurate with the prevailing market rates in Santa
9 Clara County for attorneys of comparable experience and skill handling complex litigation.
10 (Szamet Decl. ¶94.) Furthermore, PAGA Counsel's rates in calculating the lodestar are the same
11 rates charged to non-contingent hourly clients and thus necessarily reflect the current market value
12 of counsel's legal services.¹ (Szamet Decl. ¶95.) PAGA Counsel has made all reasonable attempts
13 to avoid duplication of assignments and to assign tasks to timekeepers at the appropriate billing
14 rates. (Szamet Decl. ¶96.)

15 Finally, PAGA Counsel's rates are in line with the 2023-2024 Laffey Matrix, which is a
16 fee scale that courts often consult in determining the reasonableness of hourly rates. Under the
17 adjusted Laffey Matrix, a reasonable rate for an attorney with 20+ years of experience, such as Mr.
18 Kingsley, is \$1057, a reasonable rate for an attorney with 16 years of experience, such Ms. Szamet,
19 is \$878, and a reasonable rate for an attorney with 1-3 or less years of experience, such as Ms.
20 Bulaon or Mr. Penner is \$437. (Szamet Decl. ¶97; Ex. 4 [2023-2024 Adjusted Laffey Matrix].)

21 ///

22 B. The Fees Requested Are Reasonable

23 The trial court has substantial discretion in adjusting the lodestar to account for various
24 factors inadequately reflected therein. (*See Lealao, supra*, 82 Cal.App.4th at pp. 40-45.) A lodestar
25 multiplier is recognized as earned compensation: "The adjustment to the lodestar, e.g., to provide
26

27 ¹ The Court should also note that other California courts approved many of these same rates over
28 15 years ago. (*See, e.g., Bihun v. AT&T Info. Sys., Inc.* (1993) 13 Cal.App.4th 976, 997,
disapproved on other grounds, 6 Cal.4th 644, 664 [\$450 hourly rate was a reasonable fee based
on counsel's knowledge, skill, experience and reputation].)

1 a fee enhancement reflecting the risk the attorney will not receive payment if the suit does not
2 succeed, constitutes earned compensation; unlike a windfall, it is neither unexpected nor
3 fortuitous.” (*Ketchum, supra*, 24 Cal.4th at p. 1138.)

4 In California, courts regularly use a multiplier of 2.0 or greater in statutory fee cases to
5 approximate market fees.² In fact, “[m]ultipliers in the 3-4 range are common in lodestar awards
6 for lengthy and complex class action litigation.” (*Van Vracken v. Atlantic Richfield Co.*
7 (N.D.Cal.1995) 901 F.Supp. 294, 298; *see also, Wershba, supra*, 91 Cal.App.4th at p. 255
8 [“Multipliers can range from 2 to 4 or even higher.”].) Here, PAGA Counsel is requesting a
9 multiplier of 1.18. (Szamet Decl. ¶100.)

10 The court may augment the lodestar upon consideration of various factors, including, but
11 not limited to: (1) the novelty and difficulty of the questions involved, (2) the skill displayed in
12 presenting them, (3) the extent to which the nature of the litigation precluded other employment
13 by the attorneys, and (4) the contingent nature of the fee award, both from the point view of
14 eventual victory on the merits and of establishing eligibility for an award. (*See Serrano III, supra*,
15 20 Cal.3d at pp. 41, 49.)

16 Each of the multiplier factors articulated in *Serrano III* supports the Court awarding the
17 slight enhancement of Counsel’s aggregate lodestar.

18 i. Novelty and Difficulty of Questions Presented

19 This case dealt with difficult legal and factual questions. Significantly, the risk attendant
20 to the underlying claims in this matter was great considering Defendant’s defenses. As discussed
21 in detail in the risk analysis section in Plaintiff’s Motion for Approval of Representative Action
22 Settlement, were this case to proceed, Defendant would have a strong incentive to litigate
23 tenaciously. (Szamet Decl. ¶102.) There are genuine issues in dispute. (*Id.*)

24 ii. Skill Displayed in Presenting Questions Presented

25 PAGA Counsel are skilled wage and hour practitioners with decades of experience who

26 ² See, for example, *Mangold v. Cal. Pub. Utils. Comm’n*, 67 F.3d 1470, 1478-79 (9th Cir. 1995)
27 (2.0); *City of Oakland v. Oakland Raiders* (1988) 203 Cal.App.3d 78, 82-85 (2.34); *Coal. for*
28 *L.A. County Planning v. Bd. of Supervisors* (1977) 76 Cal.App.3d 241, 251 (slightly above
2.0); *Crommie v. State of Cal. Public Utilities Comm’n* (N.D. Cal. 1994) 840 F.Supp.719, 726
(2.0 multiplier in employment case).

1 diligently prepared and litigated this matter as discussed. (Szamet Decl. ¶103; *Id at* ¶¶61-63.)

2 iii. Preclusion of Other Employment By Attorneys

3 To achieve the ultimate result in this case, PAGA Counsel had to incur substantial risk
4 and expense, and were precluded from taking other fee generating employment for over 157.9
5 hours of attorney time. (Szamet Decl. ¶104.)

6 iv. Contingent Nature of the Fee Award

7 This matter had been handled purely on a contingency fee basis and PAGA Counsel have
8 advanced many thousands of dollars in costs while deferring all payment of fees, with no guarantee
9 that any of the fees incurred or costs advanced would ever be recovered, and diverting significant
10 firm resources to prosecution of this matter. (Szamet Decl. ¶105.)

11 v. Success Achieved

12 PAGA Counsel believe the Settlement an exceptional result that will be well-received by
13 Aggrieved Employees. (Szamet Decl. ¶106.)

14 Accordingly, Plaintiff's multiplier request is justified and the lodestar/multiplier cross-
15 check confirms the reasonableness of PAGA Counsel's fee request. The Court should therefore
16 approve the attorneys' fee award for time spent in the successful prosecution of this matter.

17 **IV. PROOF OF SUBMISSION TO THE LABOR AND WORKFORCE**
18 **DEVELOPMENT AGENCY**

19 As indicated on the Proof of Service, Plaintiff's Motion for Approval of Attorneys' Fees
20 ("Motion") was uploaded to the Labor and Workforce Development Agency's ("LWDA") website
21 on the date this Motion was filed as required by statute. Proof of submission of Plaintiff's Motion,
22 all related documents, and copy of the email from the LWDA confirming receipt is attached to the
23 Declaration of Kelsey M. Szamet as Exhibit "6". (Szamet Decl. ¶118.)

24 **V. CONCLUSION**

25 PAGA Counsel respectfully requests that the Court award a fee of \$140,000.00. For the
26 above reasons, all of these requests are appropriate and justified as part of the overall Settlement,
27 and the Court should approve them as reasonable and fair.

DATED: June 12, 2024

KINGSLEY SZAMET & LY

By:



Kelsey M. Szamet
Attorneys for Plaintiff CRISTINA GUZMAN and
the aggrieved employees



(PROOF OF SERVICE)
[CCP 1013(a)(3)]

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

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

On June 21, 2024, I served all interested parties in this action the following documents described as: **NOTICE OF MOTION AND MOTION FOR FINAL APPROVAL OF ATTORNEYS' FEES; MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT THEREOF** by placing a true copy thereof enclosed in a sealed envelope addressed as follows:

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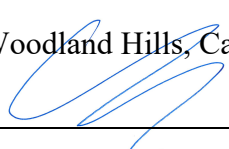
SEYFARTH SHAW LLP
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[XX] BY ELECTRONIC SERVICE: I caused a true and correct copy thereof to be electronically filed using the Labor and Workforce Development Agency Electronic Filing ("EF") System (<https://dir.tfaforms.net/315>) and service was completed by electronic means by transmittal of the documents referenced herein on the EF System.

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

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

Executed on June 21, 2024, at Woodland Hills, California.



Michelle Tanzer