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SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN MATEO

LUIS R. CHAVARRIA RAMIREZ, individually, and on behalf of other members of the general public similarly situated; Plaintiff, v. PROSPECT INTERNATIONAL AIRPORT SERVICES CORPORATION, a Nevada corporation; PROSPECT AIRPORT SERVICES, INC., an unknown business entity; and DOES 1 through 100, inclusive, Defendants.	Case No.: 21-CIV-03392 *[Consolidated with Case No. 21-CIV-03393]* **PLAINTIFF'S MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT OF MOTION FOR AN AWARD OF ATTORNEY'S FEES AND COSTS AND INCENTIVE AWARD** Date: July 29, 2025 Time: 2:00 p.m. Dept: 4 FAC Filed: January 10, 2024 Jury Trial Date: None Set

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I. INTRODUCTION

On December 31, 2024, the Court granted preliminary approval of the Settlement.[1] The Settlement provides for a non-reversionary Gross Settlement Amount of $1,850,000.00. Bylsma Supp. Decl., ¶12. Among other things, the Court recognized: "The Cottrell declaration provides a detailed analysis of potential damages, why counsel settled the case, and the risks of proceeding. The litigation was hard-fought, settlement was only reached after multiple sessions with an experienced mediator, and counsel on both sides were experienced and qualified." *See* Court's December 31, 2024 Order, at p. 3.

On February 12, 2025, Notice was mailed to 1078 Class members. *See* Declaration of Mayra Gonzalez in Support of Motion for Final Approval, filed May 21, 2024 ("Gonzalez Decl."), ¶¶3-5. Based on Defendants' internal data, the Settlement Administrator calculates that distribution of the Class portion of the Settlement amounts to an average of approximately $968.04 per Class member, with the highest individual payment of $3,499.08. *Id.*, ¶12. The PAGA portion of the Settlement adds additional value, adding an average of approximately $49.41 in additional PAGA payment, with the highest PAGA payment providing an additional $184.76. *Id.*, ¶13.

No Class member has requested exclusion from the Settlement, and there are zero objections. *Id.*, ¶¶7-8. In addition, the LWDA has not objected to the Settlement.

On June 17, 2025, the Court granted final approval of the Settlement finding it "fair adequate and reasonable." *See* Court's June 17, 2025 Order, at p. 2.

However, the Court denied Class Counsel's request for attorneys' fees and costs, and Plaintiff's Incentive Award without prejudice. Plaintiff now submits the instant renewed Motion.

II. BACKGROUND

The history of this litigation is set forth in detail in the Declaration of Esther L. Bylsma in Support of Plaintiff's Motion for an Award of Attorney's Fees and Costs and Incentive Award, filed concurrently herewith ("Bylsma Decl."), and summarized below.

Defendants Prospect International Airport Services Corporation and Prospect Airport Services, Inc. ("Defendants") provide support services at commercial airports. Bylsma Decl., ¶15. Plaintiff is a

[1] The "Settlement" refers to the Amended Joint Stipulation of Settlement, attached as Exhibit 1 to the Declaration of Esther L. Bylsma in Support of Plaintiff's Supplemental Brief in Support of Motion for Preliminary Approval of Class and PAGA Action Settlement, filed in the Consolidated Action on November 27, 2024 ("Bylsma Supp. Decl."). Unless otherwise indicated, all capitalized words herein have the same meaning as defined in the Settlement.

former employee who provided wheelchair assistance to passengers at San Francisco International Airport from approximately January 23, 2019, to March 25, 2020. *Id.*, ¶16. Plaintiff's core claims are that Defendants violated California's labor laws by: (i) failing to pay Class Members for all compensable time, including for time spent in connection with clock machines, and through the application of a rounding practice; (ii) failing to provide premiums for noncompliant meal and rest periods; and (iii) failing to provide business reimbursements for the expenses associated with maintenance of uniforms. *Id.*, ¶17.

On June 18, 2021, Plaintiff also filed a class action complaint in this Court (Case No. 21-CIV-03392) ("Class Action") and a PAGA complaint in this Court (Case No. 21-CIV-03393) ("PAGA Action"). *Id.*, ¶¶19, 22. From August 2021 to November 3, 2021, Plaintiff's counsel addressed Defendant's removal of the Class Action to the United States District Court, Northern District of California ("Federal Court") (N.D. Cal. Case No. 3:2021-cv-06250), and filed a successful motion to remand the action back to this Court. *Id.*, ¶¶24-26.

In the December 2021 to April 2022 timeframe, Class Counsel engaged in case management and discovery efforts, and pursued evidence and information in order to assess the strengths and weaknesses of the merits of Plaintiff's claims and Defendants' defenses. *Id.*, ¶¶29-43. Class Counsel evaluated Defendants' defenses that the claims in this litigation were preempted by the Section 301 of the Labor Management Relations Act ("LMRA") because of collective bargaining agreements. *Id.*, ¶¶34-37. Class Counsel worked with Plaintiff to ascertain underlying facts and strategies, investigated potential witnesses and sources of information, served written discovery requests on Defendants, and pressured Defendants to provide information and documents in its possession without resorting to motions practice. *Id.*, ¶¶30, 37-43.

In the May 2022 to November 2022 timeframe, Class Counsel secured Defendants' agreement to informally produce information and documents in its possession, obtained agreement to mediation, expended significant efforts analyzing the information and documents produced and preparing for mediation, and attended mediation. *Id.*, ¶¶44-58. Class Counsel evaluated approximately 1740 pages of relevant documents for substantive issues, including: Plaintiff's employment records, including his time punches and pay data; Defendants' documents reflecting wage and hour policies, practices, and procedures at issue in this litigation, including documents regarding timekeeping, compensation, overtime, meal periods, rest periods, uniforms, and wage statements, and training materials; time and pay documents for a 10% sample of the Class. *Id*., ¶¶49-51. Class Counsel also performed internal damages and penalties analyses utilizing the key data points provided by Defendants, such as the total number of Class members, total number of separated employees, aggregate number of workweeks, *etc*. *Id*. Class Counsel with the substantive participation of Plaintiff prepared for and attended a full day mediation, which was not successful, which also demonstrates Class Counsel's refusal to settle at the easiest, earliest opportunity. *Id*., ¶¶51-56. The Parties discussed a second mediation, and Plaintiff's counsel pressured Defendants for, and secured additional discovery in advance of the second round of mediation. *Id*., ¶¶57-58.

In the December 2022 to July 2023 timeframe, Class Counsel analyzed approximately 2000 additional pages of relevant documents, including voluminous time and pay documents for 25% of the Class. *Id*., ¶¶59-61. In addition, having secured a 50% contact list from Defendants following a *Belaire-West* notice, engaged in efforts to conduct factual interviews of the approximately 470 non-opt out Class members. *Id*., ¶¶62-66. These efforts allowed Class Counsel to independently assess the extent to which Class members' experiences aligned with Plaintiff's, analyze the risks of class certification, assess the credibility and potential of Defendants' factual assertions, estimate average violation rates based on employees' recollections, and otherwise strategically prepare to advocate effectively for the Class at the second mediation. *Id*. Class Counsel, once again with the substantive participation of Plaintiff, prepared for and attended a full day second mediation, which was again not successful. *Id*., ¶¶67-71. However, the mediator later provided a double-blind mediator's proposal which both sides ended up accepting. *Id*., ¶¶72-73.

From around August 2023 to May 2024, the Parties negotiated settlement terms, executed settlement papers, and Plaintiff filed his motion for preliminary approval. *Id*., ¶¶74-81. On June 11, 2024, the Court issued a tentative ruling indicating that it was inclined to grant the Motion, but identifying certain areas of concern to address. *Id*., ¶82. While the Parties were meeting and conferring regarding the issues, Defendants informed Plaintiff that the corrected number of workweeks was materially **less** than what was previously estimated. *Id*., ¶85. The Parties re-engaged in settlement negotiations and additional informal discovery based on this new information, requesting and obtaining the assistance of the mediator who previously assisted with the Settlement. *Id.*, ¶86. After several months of negotiations, assisted by the mediator, the Parties negotiated revised settlement terms, which were memorialized in the Amended Joint Stipulation of Settlement and signed on November 27, 2024. *Id.*, ¶87.

Although the amended Settlement resulted in a ***decrease*** in attorneys' fees, the amended Settlement resulted in an ***increase*** in settlement consideration to each Class member. *Id.*, ¶¶88, 90.

On November 27, 2024, Plaintiff filed supplemental papers in support of his preliminary approval motion. *Id.*, ¶89. On December 31, 2024, the Court granted preliminary approval of the Settlement. *Id.*, ¶91.

On February 12, 2025, the Settlement Administrator mailed the Notice to 1078 Class members. *See* Gonzalez Decl., ¶¶3-5. There were zero Notices returned, zero requests for exclusions, and zero objections by the Class. ¶¶6-8.

On May 21, 2025, Plaintiff filed his motion for final approval and all supporting papers. ¶101.

On June 17, 2025, the Court granted final approval of the Settlement. *See* Court's June 17, 2025 Minute Order, at page 2 ("The court gives final approval to the settlement, including the allocation between the class and PAGA settlement."). The Court recognized: "Ramirez adequately represents the class, as set forth in his declaration and in having experienced class counsel. The settlement avoids the risk of the uncertainty of litigation. The settlement is fair adequate and reasonable. The law favors settlement and the fact that the class might be able to obtain more from a trial must be balanced against the risk of not having a class certified, receiving less than the settlement, including a defense verdict, the time and money that it would take to take the case to trial and through a potential appeal, and the potential for a change in law. The court in granting preliminary approval discussed the risks and benefits of the settlement. The case was mediated with experienced employment mediator and the fact that there were no objections or opt-outs out of over 1,000 class members strongly supports approval of the settlement. The court approves the settlement." *Id.* at p. 3.

III. ARGUMENT

A. The Requested Attorney's Fees and Costs Should Be Approved

1. The Requested Fees Fall Within the Percentage Range of Similar Cases

It has long been recognized that where, as here, litigation has created a common fund for the benefit of persons other than the named plaintiff in a lawsuit, courts have the power to award class counsel their reasonable attorneys' fees and expenses out of the fund created. *Laffitte v. Robert Half Internat. Inc.*, 1 Cal. 5th 480, 503 (2016). In *Laffitte*, the Court recognized the advantages of using the percentage of the common fund method of awarding attorneys' fees. *Id*. The *Laffitte* ruling is also consistent with courts nationwide, including the United States Supreme Court, which the California Supreme Court recognized, noting, "[c]urrently, all the circuit courts either mandate or allow their district courts to use the percentage method in common fund cases; none require sole use of the lodestar method [and] [m]ost state courts to consider the question in recent decades have also concluded the percentage method of calculating a fee award is either preferred or within the trial court's discretion in a common fund case." *Id*. at 491-94 (internal citations omitted).

Here, the two firms who are Class Counsel seek collective fees of 35% of the Gross Settlement Amount which falls comfortably within the percentage range of reasonable awards granted by California courts. *See e.g., Chavez v. Netflix, Inc*., 162 Cal. App. 4th 43, 66 n.11 (2008) ("Empirical studies show that, regardless whether the percentage method or the lodestar method is used, fee awards in class actions average around one-third of the recovery."); *Fernandez v. Vict. Secret Stores, LLC*, No. CV 06-04149 MMM (SHx), 2008 U.S. Dist. LEXIS 123546, at *54 (C.D. Cal. July 21, 2008) (citing an academic study collecting contingency fee agreements and finding that a fee award constituting 34% of the fund is reasonable on that basis); *Dawson v. Hitco Carbon Composites, Inc*., No. CV 16-07337 PSG (FFMx), 2019 U.S. Dist. LEXIS 226687, at *20-21 (C.D. Cal. Nov. 25, 2019) (after considering similar cases, finding "Class Counsel's request for attorneys; fees in the amount of 35 percent of the common fund is reasonable"); *Singer v. Becton Dickenson and Co.*, 2010 U.S. Dist. LEXIS 53416, 2010 WL 2196104, *8 (S. D. Ca. 2010) (approving attorney fee and observing that the requested "33% of the common fund falls within the typical range of 20% to 50% awarded in similar cases"); *Ellsworth v. Leclair Fitness II Llc*, 2022 Cal. Super. LEXIS 59587, *8 (Sac. Cty. 2022) ("The percentage of the gross settlement equates to 35% which is generally in line with percentage fees in similar litigation").[2]

[2] *See also* Bylsma Decl., Exhibit 7 ("33.3% fee is at or below marketplace standard"; citing to Lester Brickman, ABA Regulation of Contingency Fees: Money Talks, Ethics Walks, 65 Fordham L. Rev. 247, 248 (1996) (noting that "standard contingency fees" are "usually thirty-three percent to forty percent of gross recoveries").

2. Numerous Factors Support the Requested Fee Amount

Although no rigid formula applies, California courts generally consider the following factors when assessing the reasonableness of a fee request: (1) the result obtained by class counsel; (2) the time and labor required of the attorneys; (3) the contingent nature of the case and the delay in payment to class counsel; (4) the extent to which the nature of the litigation precluded other employment by class counsel; and (5) the experience, reputation, and ability of the attorneys who performed the services, the skill they displayed in the litigation, and the novelty, complexity and difficulty of the case. *Serrano v. Priest*, 20 Cal. 3d 25, 49 (1977). Here, all these factors support the requested attorney's fees.

First, Class Counsel are experienced class action litigators. *See Bylsma Decl*., ¶¶10-14; Declaration of Vartan Madoyan in Support of Plaintiff's Motion for an Award of Attorneys' Fees and Costs and Incentive Award, filed concurrently herewith ("Vartan Decl."), ¶¶13-18. Class Counsel's work achieved the Settlement that the Court has already determined to be fair, adequate and reasonable, and finally approved. *See* Section II.B.14, above.

Second, none of the 1,078 Class members have objected to the requested Attorneys' Fees (or Attorney's Costs or Incentive Award). *See* Section II.B.13, above. *Schmitt v. Younique, LLC*, No. SACV 17-1397 JVS (JDEx), 2020 U.S. Dist. LEXIS 263313, at *20 (C.D. Cal. Apr. 8, 2020) ("It is established that the absence of a large number of objections to a proposed class action settlement raises a ***strong presumption*** that the terms of a proposed class settlement action are favorable to the class members.") (internal quotations and citations omitted and emphasis added).

Third, Class Counsel obtained a significant monetary benefit in this Settlement for the Class, providing an average of over $1000 to each Class member, with some Class members potentially receiving more than $3600. *See* Bylsma Decl., ¶¶6, 98-99, 111.

Fourth, the Net Settlement Amount reflects a significant percentage of Defendants' estimated undiscounted exposure, and an even greater percentage of Defendants' estimated discounted exposure. *See* Declaration of Carolyn H. Cottrell in Support of Plaintiff's Motion for Approval of Class and PAGA Action Settlement, filed May 10, 2024 ("Cottrell Decl."), ¶75. The Net Settlement Amount is an excellent result achieved in light of the uncertainty and risk of the outcome of further litigation. *Id*., ¶¶79-86.

Fifth, the Settlement was achieved through Class Counsel's determined pursuit of the best possible outcome, refusing to settle at the first opportunity and instead persistently pushing for more and more. *Id*., ¶113. Class Counsel vigorously prosecuted this case over a multi-year period, engaging in aggressive negotiations, obtaining two separate rounds of extensive informal discovery without the need for motions practice, including more than 3700 pages of Defendants' internal documents and data, including individualized time and pay records for 25% of the Class, and contact information for 50% of the Class (approximately 470 non-opt out Class members). *Id*.

Class Counsel reviewed Defendants' records to evaluate rounding practices and missed meal/rest break premiums and calculate damages. *Id*., ¶114. Class Counsel also engaged in significant efforts to contact the 470 non-opt out Class members over approximately three months, conducting numerous factual interviews with Class members to independently assess violation rates, class certification risk, and factual corroboration—all critical preparation that enhanced the case's value. *Id*. Notably, Class Counsel rejected the initial settlement opportunities and insisted on more discovery and stronger terms for the Class. *Id*.

When Defendants discovered a data error, Class Counsel worked quickly to ensure that the Class would be protected from any diminution to the expected settlement value. *Id*., ¶115. Class Counsel renegotiated the settlement terms to preserve and in fact, enhance Class member recovery—despite a resulting reduction in their own fees. *Id*.

Although the amended Settlement resulted in a ***significant decrease*** in Class Counsel's request for attorneys' fees (from approximately $875,000 to $647,500), the amended Settlement resulted in an ***increase*** in settlement consideration to each Class member (excluding the PAGA penalties, the Net Settlement Amount from approximately $10.53 per workweek to $12.70 per workweek). ¶116. *See also* Court's December 31, 2024 Order, at p. 3. "The Cottrell declaration provides a detailed analysis of potential damages, why counsel settled the case, and the risks of proceeding. The litigation was hard-fought, settlement was only reached after multiple sessions with an experienced mediator, and counsel on both sides were experienced and qualified."

Sixth, Class Counsel litigated this Consolidated Action on a contingent basis. In this case, there was no guarantee of compensation or reimbursement. *Id*., ¶117. Rather, Class Counsel shouldered all the risks of this litigation, incurred the risk of non-recovery after a substantial investment of time, money, and resources, and have done so since the inception of the cases without any payment or compensation. *Id*. The inherent risk of proving liability and damages on a class-wide basis and Defendants' representation by skillful counsel confronted Class Counsel with the very real prospect of recovering nothing or close to nothing for their commitment to and investment in the case. *Id*. Nevertheless, Class Counsel committed themselves to developing and pressing Plaintiff's legal claims to enforce employees' rights and maximize monetary recovery for the Class. *Id*., ¶118.

Attorneys who litigate on a wholly or partially contingent basis expect to receive significantly higher effective hourly rates in cases where compensation is contingent on success, particularly in hard-fought cases where, like in the case at bar, the result is uncertain. *Id*., ¶119. This does not result in any windfall or undue bonus. In the legal marketplace, a lawyer who assumes a significant financial risk on behalf of a client rightfully expects that his or her compensation will be significantly greater than if no risk was involved (*i.e*., if the client paid the bill on a monthly basis), and that the greater the risk, the greater the "enhancement." *Id*. If, despite these hardships and risks, Class Counsel are paid only basic hourly rates multiplied by the number of hours worked on the case, they would not be fairly compensated for the hardships and serious risks they incurred. *See* Posner, Economic Analysis of the Law, 534, 567 (4th ed. 1992) ("**A contingent fee must be higher than a fee for the same legal services paid as they are performed** … because the risk of default (the loss of the case, which cancels the debt of the client to the lawyer) is much higher than that of conventional loans") (emphasis added).

Adjusting court-awarded fees upward in contingent fee cases to reflect the risk of recovering no compensation whatsoever for hundreds of hours of labor simply makes those fee awards consistent with the legal marketplace, and in so doing, helps to ensure that meritorious cases will be brought to enforce important public interest policies and that clients who have meritorious claims will be better able to obtain qualified counsel. This commitment and the risks involved are precisely the reasons for multipliers in contingency fee cases. *See, e.g., Sonoma Land Tr. v. Thompson*, 63 Cal. App. 5th 978, 986 (2021) ("In contingent fee cases, a fee enhancement compensates the lawyer for having taken the case despite the risk of receiving no payment in the event of a loss or the risk of a delayed payment in the event of a victory."); *Wershba v. Apple Computer, Inc*., 91 Cal. App. 4th 224, 255 (2001), disapproved on other grounds in *Hernandez v. Restoration Hardware, Inc*., 4 Cal. 5th 260, 270 (2018) ("Multipliers can range from 2 to 4 or even higher.”).

Here, as discussed further below, rather than being a 2x, 3x, or 4x lodestar, the attorneys’ fees requested by Class Counsel is approximately equal to its lodestar. In short, the requested fee award is fair and reasonable when considering relevant factors.

3. A Lodestar Cross-Check Supports the Fee Request

The trial court may use an abbreviated lodestar “cross-check” for common-fund awards if the court considers it useful. *Laffitte*, 1 Cal. 5th at 504-05. In conducting a lodestar cross-check, the court is not “required to closely scrutinize each claimed attorney-hour.” *Id.* at 505. An evaluation may be done by reviewing “counsel declarations summarizing overall time spent.” *Id.*

Here, Class Counsel presents a detailed description of the attorneys who worked on this case, their experience, their hours, their rates, and specifics on what work they performed in this case. *See* Bylsma Decl., ¶¶125-126.

To summarize, Esther Bylsma is a partner at SWCK who served as the main attorney in the case from when SWCK first became involved almost four years ago to present. *Id.*, ¶125(a). Ms. Bylsma analyzed case issues, collaborated and assigned research and writing items to other attorneys, oversaw and provided feedback for other attorneys’ work product, had numerous direct communications with Plaintiff, negotiated discovery and mediation issues with Defendant, reviewed and analyzed her team’s summaries of the evidence in the case, directly conducted substantive analysis of documents and data, prepared for and took a primary role in drafting the mediation briefs, served as the main attorney in the two mediation sessions, served as the main attorney in the settlement negotiations with Defendant through the various stages, and reviewed and revised pleadings and motion papers in the case. *Id.*

Frank Perez was, and Sandra Acosta Tello is, an associate at SWCK, who worked on the case during non-overlapping periods. *Id.*, ¶125(b)-(c). They provided day-to-day workup of the case, addressing the details of case management, discovery, and providing direct support to Ms. Bylsma. *Id.* They were further supported by attorneys Gabriel Hemphill, Stuart Kluft, Justin Proctor, Caroline Cohen, Rebecca Sheehan, who provided limited project based support on discrete issues such as for addressing Defendants’ affirmative defenses, drafting settlement papers, providing preliminary analysis of the case file, analyzing the issues requiring renegotiation of the settlement, document review and indexing, *etc.*

Id., ¶125(d)-(h).

Amanda Marshall, Moises Jrade, Onyebuchi Okeke, Sarai Gardner, Simone Capers are/were attorneys who provided class member communications and outreach. *Id.*, ¶125(i). They expended significant time and efforts to contact the approximately 470 non-opt out Class members in advance of the second mediation. *Id*. This group repeatedly contacted numerous Class members, virtually on a daily basis from April 11, 2023 to April 18, 2023, April 26, 2023 to May 20, 2023, and June 26, 2023 to June 20, 2023. *Id*. During this period, this group conducted detailed factual interviews of Class members, gathered and organized data from Class members, analyzed and provided feedback to me regarding Class members' experiences. *Id*. This work was necessary to build the evidentiary record for the mediation. *Id*. In addition, this work is the type of work that is necessary to prepare a strong class certification motion. *Id*. SWCK's ability to invest substantial resources into engaging with Class members at this stage is precisely what pressures Defendants to settle—because it demonstrates that the risk of class certification is real. That risk, in turn, creates the leverage necessary to secure maximum value for the Class. *Id*.

As for paralegals/law clerks, the team here provided either main paralegal support during non-overlapping periods, or limited project-based support, including the significant work of converted the voluminous time and pay documents into useable electronic format and assisted in performing SWCK's internal damages and penalties analyses. *Id.*, ¶126.

As for Class Counsel's hourly rates, they are comparable to those charged by other class action plaintiff's counsel and the firms defending class actions and have been approved by numerous federal and state courts, including in Northern California. *See id.*, ¶¶127-128.

For example, SWCK hourly rates were recently found to be reasonable for purposes of a lodestar crosscheck by the court in *Lopez v. Eurofins Scientific, Inc., et al.* (Case No. 3:21-cv-08652-LB) (Northern District of California, February 15, 2024) ("The Court finds the fee award is further supported by a lodestar crosscheck, whereby it finds that SWCK's hourly rates are reasonable, that the estimated hours expended are reasonable, and that the multiplier is reasonable in light of the above.") and in *Wright, et al. v. Frontier Management LLC, et al.* (Case No. 2:19-cv-01767-JAM-CKD) (Eastern District of California, March 13, 2023) ("The Court finds that Class Counsel's hourly rates are within the prevailing range of hourly rates charged by attorneys providing similar services in class action, wage-and-hour cases in California"). *Id*. Other courts who have found SWCK hourly rates to be reasonable include the court in *Villafan v. Broadspectrum Downstream Services, Inc.,* Case No. 3:18-cv-06741-LB, ECF 150 (N.D. Cal. Apr. 8, 2021) (awarding one-third fee award, plus costs, and holding that SWCK's "billing rates are normal and customary (and thus reasonable) for lawyers of comparable experience doing similar work"); and *Amaraut v. Sprint/United Mgmt.,* wherein the Court found that "the fee award is further supported by a lodestar crosscheck, whereby it finds that the hourly rates of Schneider Wallace Cottrell Konecky LLP … are reasonable, and that the estimated hours expended are reasonable." *Amaraut v. Sprint/United Mgmt. Co*., 2021 U.S. Dist. LEXIS 147176, *29 (S.D. Cal. Aug. 5, 2021). *Id*. The prior litigation rates for SWCK were also found to be reasonable for purposes of a lodestar crosscheck by Judge Vince Chhabria in *Soto v. O.C. Communications, Inc.,* Case No. 3:17-cv-00251-VC, ECF 304, 305 (N.D. Cal. Oct. 23, 2019) (in late 2019, finding that "the fee award is further supported by a lodestar crosscheck, whereby it finds that the hourly rates of Schneider Wallace Cottrell Konecky Wotkyns LLP … are reasonable, and that the estimated hours expended are reasonable."). *Id*.

In addition, SWCK attorneys' rates are consistent with attorney rates presented in settlements approved by this Court. *Id*., ¶129. By way of example, last year, in a wage and hour class and PAGA case *Lourdes G. Rogers v. Providence Group North, LLC*, San Mateo Superior Court Case No. 22-CIV-01379, the Court approved attorneys' fees after the Court reviewed a lodestar submission with the following comparable attorney rates: License Year 2001 - $950.00; License Year 2011 - $800.00; License Year 2021 - $525.00. *Id*. In addition, approximately 3 years ago, in a wage and hour class action *Camp v. Williams-Sonoma, Inc*., San Mateo Superior Court Case No. 21-CIV-00483, the Court approved attorneys' fees at a 1.2 multiplier based on a lodestar submission with the following comparable attorney rate: License Year 2006 - $825.00. *Id*., ¶130.

In addition, SWCK attorneys' rates are consistent with the study performed by Richard M. Pearl, who specializes in issues related to attorney's fee awards. *Id*., ¶131. *See e.g., Wit v. United Behav. Health*, 578 F. Supp. 3d 1060, 1079 (N.D. Cal. Jan. 5, 2022), vacated and remanded on the merits, 2023 U.S. App. LEXIS 33343 (9th Cir. 2023) (the district court "place[d] significant weight on Pearl's opinion that the rates charged by all of the timekeepers listed above are reasonable and 'in line with the standard hourly noncontingent rates charged by Bay Area law firms that regularly engage in civil litigation of comparable complexity. '. . . Pearl has extensive experience in the area of attorney billing rates in this district and has been widely relied upon by both federal and state courts in Northern California (including the undersigned) in determining reasonable billing rates.").

In his declaration, Mr. Pearl opines that the attorney rate of $1,075 for a 2007 law graduate is reasonable, and lower than comparable 2023 rates for Lieff Cabraser Heimann & Bernstein attorneys for more junior lawyers. Bylsma Decl., Exhibit 7, ¶37. Mr. Pearl opines that the 2023 Laffey rates for Mr. Soloff, a 2007 graduate, "would be $985 per hour; when adjusted for another year of rate inflation, his excellent credentials, and increased experience, his $1,075 rate is squarely in line." *Id*., ¶38. (Compare with Bylsma rate in this case, 2009 license year, at $985).

Mr. Pearl also provides the following additional examples in Northern California: *In re MacBook Keyboard Litig*., No. 5:18-cv-02813-EJD, 2023 U.S. Dist. LEXIS 92063, at *43-44 (N.D. Cal. May 25, 2023) (approving rates of $875-$1,195 per hour for partners and $385-$850 per hour for associates); *In re Animation Workers Antitrust Litig*., No. 14-CV-4062-LHK, 2016 U.S. Dist. LEXIS 156720, 2016 WL 6663005, at *6 (N.D. Cal. Nov. 11, 2016) (approving rates of senior attorneys of between $845 to $1,200 per hour, in this district eight years ago); *Nitsch v. DreamWorks Animation SKG Inc*., Case No. 14-CV-04062-LHK, 2017 U.S. Dist. LEXIS 86124, 2017 WL 2423161, at *9 (N.D. Cal. June 5, 2017) (approving rates for senior attorneys of between $870 to $1,200 per hour in 2017). *Id*.

Class Counsel's aggregate lodestar was estimated to be approximately $579,977.50 based on approximately 806 hours of attorney and staff time as of approximately March 28, 2025. Bylsma Decl., ¶¶123, 135; Vartan Decl., ¶¶11-12. Class Counsel performed additional work after March 28, 2025 (when counsel first filed the previous motion for attorneys' fees, costs and service award), including preparing the motion papers for final approval and the instant motion. Bylsma Decl., ¶123. However, none of this additional time is included in Class Counsel's lodestar. *Id*. Additional fees, which are not part of Class Counsel's lodestar, will be incurred in working with the settlement administrator, completing the final accounting of the settlement, gathering relevant declarations, and responding to questions by Class Members. *Id.* Although this time is not captured in Class Counsel's lodestar, these additional fees are a necessary part of completing the settlement process. *Id.*

The attorneys' fees requested by Class Counsel is basically equal to its lodestar (approximately a

1.1x multiplier) and is a more than reasonable and fair payment. *See e.g.*, *Wershba*, 91 Cal. App. 4th at 255 ("Multipliers can range from 2 to 4 or even higher."); *In re NCAA Ath. Grant-In-Aid Cap Antitrust Litig.*, No. 4:14-md-2541-CW, 2017 U.S. Dist. LEXIS 201108, at *22 (N.D. Cal. Dec. 6, 2017) (noting a district court observation that "during 30 year period from 1973-2003, [the] average multiplier approved in common fund class actions was 3.89"; "Indeed, multipliers of 4.0 and above are frequently applied in granting fee awards from common funds"); *Sternwest Corp. v. Ash*, 183 Cal. App. 3d 74, 76 (1986) (in a PAGA action - "The case is, therefore, remanded to the trial court with directions to enhance the lodestar award by such factor (two, three, four or otherwise) that the court, in its discretion shall deem proper."); *Vizcaino v. Microsoft Corp.*, 290 F.3d 1043, 1051 (9th Cir. 2002) (affirming 3.65 multiplier as "within the range of multipliers applied in common fund cases").

B. The Litigation Costs are Fair and Reasonable

Attorneys are permitted to recover their litigation costs and expenses under the California Labor Code and the common-fund doctrine. Cal. Lab. Code §§ 218.5, 226, 1194, 2699; *Serrano*, 20 Cal.3d at 35.

Here, Class Counsel requests reimbursement of their actual out-of-pocket expenses incurred to prosecute this action as of March 11, 2025, in the amount of $21,657.40. *See* Bylsma Decl., ¶¶136-137; Vartan Decl., ¶19. Class Counsel incurred regular costs in pursuing the claims in this Consolidated Action, including costs for filing and service, mediation costs, and document retrieval and printing costs. *Id.*, All of these expenses were reasonable and necessary for the successful prosecution of this litigation and are customarily billed to fee-paying clients. *Id*. SWCK incurred additional costs after March 11, 2025 including Lexis-Nexis costs and filing and service costs for the instant Motion. *Id.*, ¶138. However, SWCK is not including any costs after March 11, 2025 as part of its request for costs. *Id*.

C. The Proposed Plaintiff's Incentive Award Is Reasonable.

Enhancement awards "are intended to compensate class representatives for work done on behalf of the class, to make up for financial or reputational risk undertaken in bringing the action, and, sometimes, to recognize their willingness to act as a private attorney general." *Cellphone Termination Fee Cases*, 186 Cal. App. 4th 1380, 1393–94 (2010).

The requested Incentive Award is supported by several factors. First, Plaintiff has substantially contributed his time and efforts and has been committed to the Consolidated Action over a period of ***more than three years*** (between the initial PAGA notice and the Settlement), and Plaintiff's role was crucial in this case. Bylsma Decl., ¶140. Class and representative actions may be derailed if class representatives lose stamina particularly over a long period of time. *See e.g., Hitt v. Ariz. Bev. Co., LLC*, No. 08cv809WQH-POR, 2009 U.S. Dist. LEXIS 109702, at *11 (S.D. Cal. Nov. 24, 2009) (necessitating a contested motion to amend because the "present class representative decided not to proceed for personal reasons"); *Bush v. Vaco Tech. Servs., LLC,* No. 17-cv-05605-BLF, 2018 U.S. Dist. LEXIS 74613, at *7 (N.D. Cal. May 2, 2018) (putative class counsel noting that "they have experienced a breakdown in communications with [the plaintiff] and the future of the [] action is uncertain"). Here, Plaintiff's commitment over a period of more than three years was an indispensable causal factor of making this Settlement a reality. Bylsma Decl., ¶140.

Second, over the course of more than three years, Plaintiff committed extensive personal time, energy, and diligence to his role as Class and PAGA representative in this Consolidated Action. Bylsma Decl., ¶141. *See also* Declaration of Luis Ramirez, filed concurrently herewith ("Ramirez Decl."), ¶¶4-22. He engaged in detailed interviews with counsel about his work experience, familiarized himself with the obligations of class representation, and willingly accepted the demands and uncertainty of lengthy litigation. Ramirez Decl., ¶¶6-18. He stayed in regular contact with his attorneys, helped locate and interpret key documents, and consistently responded to follow-up questions. *Id*. Plaintiff dedicated time to reviewing case materials, assisting with strategy, and preparing for two full-day mediations, remaining available throughout both sessions to support counsel. *Id*. He was actively involved in reviewing and finalizing the settlement documents, both initially and after the agreement had to be renegotiated due to a late-discovered error. *Id*. He devoted at least 33 hours of unpaid time to the case. *Id*., ¶19. His sustained participation contributed meaningfully to the litigation's progress and to achieving a resolution on behalf of the Class and the State of California. *Id*., 4-22; Bylsma Decl., ¶141.

Third, Plaintiff's efforts resulted in a significant monetary benefit in this Settlement for the Class. Bylsma Decl., ¶142.

Fourth, Plaintiff took the significant risk of coming forward to represent the interests of his fellow employees. *Id*., ¶143; Ramirez Decl., ¶¶4-7. He stepped into this matter so that the class claims could proceed out of a sincere desire to see through the adjudication of Defendants' treatment of their employees. *Id*. As a result of his service, he subjected himself to considerable risk with regards to having his name in the public forum. *Id*.

Fifth, Plaintiff agreed to a general release of claims so that the Settlement could be achieved. Bylsma Decl., ¶144; Ramirez Decl., ¶20. Unlike all other Class members who are releasing just the claims that were brought or could have been brought in this Consolidated Action, Plaintiff has agreed to release any and all of his individual claims against Defendants in order to make this Settlement a reality. *Id*. *See also* Bylsma Decl., Exhibit 8, *Salom v. Pulmonx*, San Mateo Superior Court Case No. 19Civ05070, Tentative Ruling Approving PAGA Settlement Once Notice to Representative Group Members is Approved, at p. 8 (finding a payment of $7,500 for Plaintiff to release her individual claims reasonable – "she is providing a broader release than the representative group members and, most importantly, she is giving up her individual claims").

Sixth, Plaintiff's requested award is in line with awards in other similar class action settlements in California. Bylsma Decl., ¶145. *See e.g., Senne v. Kan. City Royals Baseball Corp*., No. 14-cv-00608 JCS, 2023 U.S. Dist. LEXIS 54274, at *70 (N.D. Cal. Mar. 29, 2023) (noting that a $15,000 award for the plaintiffs designated class representatives "are easily justified and in line with awards in other class action settlements in complex cases" and citing numerous wage and hour cases awarding $15,000 awards); Bylsma Decl., Exhibit 4, *Rogers* Order (San Mateo Superior Court awarding $10,000 in recognition of plaintiff's time spent "assisting counsel including by discussing case strategy, collecting documents, preparing for mediation, and reviewing the settlement agreement"); *Camacho v. Wheels Labs*, 2022 Cal. Super. LEXIS 76631, *8 (Cal. Super. Ct. 2022) (finding $15,000 enhancement awards to each plaintiff reasonable where plaintiffs expended 47, 42, and 30 hours, respectively, "working on various items related to this litigation, such as discussing the case with Counsel, participating in mediations, and reviewing the settlement"). Considering all of the above factors, Plaintiff's Incentive Award of $15,000.00 is reasonable and should be granted.

IV. CONCLUSION

For the foregoing reasons, Plaintiff respectfully requests that the Court grant this Motion.

DATE: July 15, 2025

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