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

JUSTIN CANELIAS, individually, and on
behalf of other members of the general public
similarly situated;

Plaintiff,

vs.

GLOBAL SYN-TURF, INC., an unknown
business entity; and DOES 1 through 100,
inclusive,

Defendants.

JUSTIN CANELIAS, individually, and on
behalf of aggrieved employees pursuant to the
California Private Attorney General Act;

Plaintiff,

vs.

GLOBAL SYN-TURF, INC., an unknown
business entity; and DOES 1 through 100,
inclusive,

Defendants.

Case No.: RG21090397
[Consolidated with Case No. RG21104966]

Honorable Michael Markman
Department 23

Reservation No. A-21090397-001

CLASS ACTION

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

[Declaration of Class Counsel
(Helene Mayer); Declaration of Class
Representative (Justin Canelias); Declaration
of Settlement Administrator (Mayra
Gonzalez on behalf of Phoenix Settlement
Administrators); and [Proposed] Final
Approval Order and Judgment filed
concurrently herewith]

Date: May 15, 2025
Time: 10:00 a.m.
Department: 23

Class Action Filed: February 23, 2021
PAGA Action Filed: June 17, 2021
Trial Date: None Set

1 **PLEASE TAKE NOTICE** that on May 15, 2025, at 10:00 a.m., in Department 23 of the
2 above-entitled Court, located at 1221 Oak Street, Oakland, California 94612, Plaintiff Justin
3 Canelias (together, “Plaintiff”) will and hereby does move for an order granting final approval of:

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

- 7 • A Gross Settlement Amount of approximately **\$250,000.00** will be fully distributed to
8 all Class Members other than those who have submitted timely and valid Opt Outs and
9 thereby excluded themselves from the Class Settlement (“Settlement Class Members”);
10 • **No objections** were submitted to the settlement administrator, Phoenix Settlement
11 Administrators (“Settlement Administrator” or “Phoenix”);
12 • **No Opt Outs** were submitted to the Settlement Administrator;

13 2. Payment in the amount of **\$87,500.00** to Lawyers *for* Justice, PC (“Class Counsel”),
14 representing 35% of the Gross Settlement Amount, for attorneys’ fees, which is reasonable and
15 justified on a percentage-basis and also based on a lodestar cross-check;

16 3. Payment in the amount of **\$17,096.42** to Class Counsel for reimbursement of
17 Litigation Costs;

18 4. Payment in the amount of **\$7,000.00** to the Settlement Administrator for Settlement
19 Administration Fees;

20 5. Payment in the amount of **\$10,000.00** to Plaintiff as an Incentive Award, for his
21 time and effort in representing the Class and his broader release bargained for; and

22 6. Allocation of the penalties under the Private Attorneys General Act of 2004,
23 California Labor Code section 2698, *et seq.*, in the amount of **\$25,000.00**, of which 75%, or
24 **\$18,750.00**, will be paid to the California Labor and Workforce Development Agency and 25%,
25 or **\$6,250.00**, will be distributed to the PAGA Group.

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

1 This motion is based upon the following Memorandum of Points and Authorities; the
2 Declarations of Class Counsel (Helene Mayer), Class Representative (Justin Canelias), and
3 Settlement Administrator (Mayra Gonzelez of Phoenix) in support thereof; the pleadings and other
4 records on file with the Court in this matter; and such evidence and oral argument as may be
5 presented at the hearing on this Motion.

6
7 Dated: April 22, 2025

LAWYERS for JUSTICE, PC

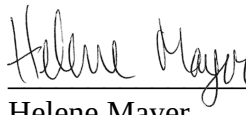
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9 By: 
10 Helene Mayer
11 Attorney for Plaintiff and the Class
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MEMORANDUM OF POINTS AND AUTHORITIES

I. SUMMARY OF MOTION

Plaintiff Justin Canelias (“Plaintiff”) seeks final approval of: (1) the Gross Settlement Amount of \$250,000.00; (2) Attorneys’ Fees in the amount of \$87,500.00, which is 35% of the Gross Settlement Amount and reimbursement of litigation costs in the amount of \$17,096.42 (“Attorney Fees and Costs”), to Lawyers for Justice, PC (“Class Counsel”); (3) Settlement Administration Fees in the amount of \$7,000.00 to Phoenix Settlement Administrators (“Phoenix” or “Settlement Administrator”); (4) Incentive Award in the amount of \$10,000.00 to Plaintiff; and (5) allocation of \$25,000.00 for penalties under the Private Attorneys General Act of 2004, California Labor Code § 2698, *et seq.* (“PAGA Allocation”).

Plaintiff seeks relief on behalf of the following Class:

All current and former non-exempt employees of Defendant, who worked in California during the Class Period, and are members of the Settlement Class who do not opt out of the class action portion of the settlement (“Class Member(s)” or “Class”).¹

This matter involved exhaustive and extensive investigations, including but not limited to extensive discovery, a couple of depositions, and review and analysis of a large volume of documents and data prior to and during the private mediation session. This matter has required 270.30 hours of attorney time by Class Counsel. As will be demonstrated herein, the request for Attorneys’ Fees, which represents 35% of the Gross 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, without the need to utilize any multiplier (in fact, a negative multiplier would apply).

Plaintiff moves for final approval of the Incentive Award in the amount of \$10,000.00 to Plaintiff to compensate Plaintiff for his time and effort that he expended spearheading the lawsuits on behalf of the Class, the PAGA Group, 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

¹ The First Amended Joint Stipulation of Class Action and PAGA Settlement and Release (“Settlement Agreement”, ¶ 9(g). “Class Period” means the period between February 23, 2017 to July 15, 2023. *Id.*, ¶ 9(i).

Administration Fees. Plaintiff also moves for final approval of the allocation of \$25,000.00 for the PAGA Allocation, of which 75%, or \$18,750.00, will be paid to the California Labor Workforce and Development Agency (“LWDA”), and 25%, or \$6,250.00, will be distributed to the PAGA Group on a *pro rata* number of Workweeks worked by each particular PAGA Group member during the PAGA Period as a proportion of all the Workweeks worked by all members of the PAGA Group.²

The requests for Attorneys’ Fees and Costs, Incentive Award, Settlement Administration Fees, and allocation for the PAGA Allocation 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 Attorney Fees and Costs, Incentive Awards, Settlement Administration Fees, or allocation for the PAGA Allocation.*

The Settlement is fair, adequate, and reasonable, and is the product of arm’s-length, good-faith negotiations by experienced counsel and was 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 Attorney Fees and Costs, Incentive Award, Settlement Administration Fees, and PAGA Allocation 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 Attorney Fees and Costs, Incentive Award, Settlement Administration Fees, and PAGA Allocation, 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.

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² Settlement Agreement, ¶ 9(v).

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

2 Defendant manufactures and distributes artificial grass. Defendant is headquartered in
3 Pleasanton, California with twenty-one warehouse locations across the United States, including
4 six locations in Hayward, Los Angeles, San Diego, Anaheim, and Rancho Cordova, California.
5 Plaintiff is a former employee of Defendant.

6 On February 23, 2021, Plaintiff commenced the Action by filing a Class Action Complaint
7 for Damages, thereby commencing a putative class action entitled *Justin Canelias v. Global Syn-*
8 *Turf, Inc.*, Alameda County Superior Court, Case No. RG21090397 (“Class Action”), which
9 alleged Defendant’s: (1) failure to pay overtime pursuant to Labor Code sections 510 and 1198;
10 (2) failure to provide meal period premiums in violation of sections 226.7 and 512(a); (3) failure
11 to provide rest period premiums in violation of section 226.7; (4) failure to pay minimum wages
12 pursuant to sections 1194, 1197, and 1197.1; (5) failure to timely pay wages upon termination in
13 violation of sections 201 and 202; (6) failure to timely pay wages during employment in violation
14 of section 204; (7) failure to provide accurate and itemized wage statements in violation of section
15 226(a); (8) failure to keep requisite payroll records in violation of section 1174(d); (9) failure to
16 reimburse business expenses in violation of sections 2800 and 2802; and, (10) for violations of
17 California Business and Professions Code §§ 17200, et seq. based on the aforementioned
18 California Labor Code violations.

19 On April 13, 2021, Plaintiff provided written notice by online submission to the LWDA
20 and by certified mail to Defendant of the specific provisions of the California Labor Code that
21 were alleged to be violated (the “LWDA Notice”), thereby initiating LWDA Case No. LWDA-
22 CM-829175-21. On June 17, 2021, Plaintiff filed a Complaint for Enforcement Under the Private
23 Attorneys General Act, California Labor Code 2698, Et Seq., thereby commencing the action
24 entitled *Justin Canelias v. Global Syn-Turf, Inc.*, Alameda County Superior Court, Case No.
25 RG21104966 (“PAGA Action”) (together, the Class Action and PAGA Action are collectively
26 referred to as the “Actions”) for civil penalties pursuant to the Private Attorneys General Act
27 (“PAGA”).

28 ///

On June 16, 2021, Defendant filed its Answer to the Class Action Complaint and on December 21, 2021, Defendant filed its Answer to the PAGA Action Complaint, which included general denial and affirmative defenses. Defendant has denied, and continues to deny, any liability and wrongdoing of any kind associated with any of the allegations in the Actions, and further denies that the Actions are appropriate for class treatment or representative adjudication for any purpose other than for settlement purposes only.

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 PAGA Members 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-related 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 civil penalties recoverable under the Private Attorneys General Act of 2004 (California Labor Code sections 2698, *et seq.*). Plaintiff contends that he, the Class Members, and PAGA Members are entitled to, *inter alia*, unpaid wages, penalties (including and not limited to, penalties pursuant to PAGA), and attorneys' fees.

On March 3, 2022, Plaintiff propounded multiple sets of discovery including Requests for Production of Documents, (Set One); Special Interrogatories, (Sets One, Two, and Three); and Form Interrogatories, (Set One), on Defendant. Plaintiff also noticed the deposition of Defendant's person most knowledgeable regarding job duties and organizational structure of Defendant. Thereafter, on April 15, 2022 and May 2, 2022, Defendant responded to Plaintiff's discovery requests. Defendant also noticed the deposition of Plaintiff, to which Plaintiff objected. Plaintiff was thereafter deposed on January 19, 2022 and July 18, 2022.

The Parties have actively litigated the Actions since commencement over four (4) years ago. On April 17, 2023, the Parties participated in a formal, full-day mediation conducted by Deborah Saxe, Esq., a well-regarded mediator experienced in mediating complex labor and

employment matters. With the aid of the mediator’s evaluation, the Parties ultimately reached the Settlement described herein to resolve the Actions in its entirety.

On April 15, 2024, by Stipulation of the Parties, the Court ordered that the Class Action and PAGA Action be consolidated for purposes of settlement approval and entry of judgment, and the Class Action (Case No. RG21090397) will be the lead case for case administration and filing purposes.

On July 7, 2024, Plaintiff filed a Motion for Preliminary Approval of Class Action Settlement and supporting documents (“Motion for Preliminary Approval”). On August 8, 2024, the Court issued a Minute Order in which it raised multiple points of inquiry with regard to the Motion for Preliminary Approval. On November 12, 2024, Plaintiff filed the Supplemental Declaration of Helene Mayer and a Revised Proposed Order. Thereafter, on November 21, 2024 the Court granted the Motion for Preliminary Approval (“Preliminary Approval Order”), thereby preliminarily approving the terms of the Settlement, the Class Notice, and the proposed administration procedures and associated deadlines.

The Parties have actively litigated the Actions since they were commenced. Plaintiff now moves for Final Approval of the Settlement, Attorneys’ Fees and Costs, Incentive Award, Settlement Administration Fees, and allocation for PAGA Allocation.

III. SUMMARY OF THE SETTLEMENT TERMS AND PLAN OF DISTRIBUTION

Under the terms of the Settlement Agreement, Defendant has agreed to pay a Gross Settlement Amount of 250,000.00, and in addition to, the employer’s share of payroll taxes on the Wage Portion of the Individual Settlement Payment (“Employer Taxes”) within thirty (30) days after the Effective Date.³ Subject to approval by the Court, the Net Settlement Amount will be calculated by deducting the following amounts from the Gross Settlement Amount: (1) Attorneys’ Fees and Costs, consisting of Attorneys’ Fees in the amount of \$87,500.00 and Litigation Costs in the amount of \$17,096.42 to Class Counsel; (2) Incentive Award in the amount of \$10,000.00 to Plaintiff; (3) Settlement Administration Fees in the amount of \$7,000.00 to the Settlement

³ Settlement Agreement, ¶¶ 9(t) & 12.

Administrator; (4) and PAGA Allocation in the amount of \$25,000.00.⁴ The Net Settlement Amount, which is estimated to be \$103,403.58 will be distributed in accordance with the Settlement Agreement.

The Settlement Administrator will determine each Settlement Class Member's *pro rata* share of the Net Settlement Amount ("Individual Settlement Payment"), meaning the *pro rata* of the Net Settlement Amount that each individual Settlement Class Member is eligible to receive, after reduction for the employee's share of taxes and withholding with respect to the wages portions of the Individual Settlement Share.⁵

The Settlement Administrator will determine each member of the PAGA Group *pro rata* share of the 25% portion of the PAGA Allocation (\$6,250.00), "on a *pro rata* basis, based on their Workweeks during the PAGA Period ("Individual PAGA Payment)."⁶

Class Members had sixty (60) calendar days after the Class Notice is mailed to Class Members ("Response Deadline") to submit an Opt Out, Notice of Objection, and/or disputes regarding Workweeks.⁷ The Response Deadline was March 7, 2025.⁸ ***As of the date of this Motion, the Settlement Administrator has not received any written Notices of Objections to the Class Settlement.***⁹

Each Settlement Class Member's Individual Settlement Share will be allocated as follows: 20% as wages (the "Wage Portion"), which will be reported on an IRS Form W-2; 80% penalties and interest ("Non-Wage Portion"), which will be reported on an IRS form 1099.¹⁰ The Settlement

⁴ Settlement Agreement, ¶¶ 9(t), 9(u), 9(bb), 9(ff), 13, 14, & 15; Declaration Of Mayra Gonzalez ("Phoenix Declaration" or "Phoenix Decl."), ¶ 13 & 17; Declaration of Helene Mayer ("Mayer Declaration" or "Mayer Decl."), ¶ 20.

⁵ Settlement Agreement, ¶ 9(w). The Settlement Administrator will calculate the total number of Compensable Workweeks worked by all Settlement Class Members during the Class Period ("Total Workweeks"). Each Class Member's individual number of Workweeks worked during the Class Period will be divided by the Total Compensable Workweeks to yield his or her "Individual Compensable Workweek Value," and the Settlement Administrator will multiple each Class Member's Individual Workweek Value by the Net Settlement Amount to yield his or her gross Individual Settlement Payment. *Id.*, ¶ 17.

⁶ *Id.*, ¶ 9(v). The Settlement Administrator will calculate the total number of PAGA Workweeks worked by all PAGA Group Members during the PAGA Period ("Total PAGA Workweeks"). The PAGA Member Amount will be divided by the total number of Workweeks worked by all PAGA Members during the PAGA Period to produce a "Individual PAGA Workweek Value." The Individual PAGA Workweek Value will be multiplied by the number of Workweeks attributable to the individual PAGA Member to yield his or her Individual PAGA Payment. *Id.*, ¶ 18.

⁷ *Id.*, ¶ 9(qq).

⁸ Phoenix Decl., ¶¶ 8-10.

⁹ *Id.*, ¶ 9.

¹⁰ Settlement Agreement, ¶ 28.

Administrator will withhold the employee’s share of taxes and withholdings with respect to the Wage Portion of the Individual Settlement Shares, and issue checks to Settlement Class Members for their Individual Settlement Payment.¹¹ Any payment for an Individual PAGA Payment will be allocated as 100% penalties and will be reported on an IRS Form-1099, if necessary; the Settlement Administrator will not undertake any withholding with respect to the Individual PAGA Payment.¹² The Employer Taxes will be paid separately and in addition to the Gross Settlement Amount.¹³

Each Individual Settlement Payment and Individual PAGA Payment check will be valid and negotiable for ninety (90) calendar days from the date the checks are issued, and thereafter, shall be canceled.¹⁴ All funds associated with canceled checks will be transmitted to the *cy pres* beneficiary, Court Appointed Special Advocates (“CASA”) of Alameda County, in accordance with California Code of Civil Procedure section 384.¹⁵

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 Preliminary Approval Order.

On October 14, 2024, Phoenix received the Class List from Defendant’s Counsel that contained each Class Member’s and PAGA Member’s: (i) full name; (ii) last-known mailing address; (iii) telephone number (iv) email addresses; (v) Social Security Number, (vi) date of hiring, and date of termination of employment, if any; (vii) number of Workweeks during the Class Period and, as applicable, during the PAGA Period (“Class List”).¹⁶ The final mailing list contained two hundred and twenty seven (227) individuals identified as Class Members and eighty-five (85) as PAGA Members.¹⁷ Also on December 10, 2024, Phoenix conducted a National Change of Address (“NCOA”) search in an attempt to update the Class List of addresses as

¹¹ Settlement Agreement, ¶ 28.

¹² *Ibid.*

¹³ *Id.*, ¶ 9(q).

¹⁴ *Id.*, ¶ 23.

¹⁵ *Ibid.*

¹⁶ Phoenix Decl., ¶ 3.

¹⁷ *Ibid.*

1 accurately as possible.¹⁸ To the extent that an updated address was found in the NCOA database,
2 the updated address was used for the mailing of the Class Notice.¹⁹ To the extent that no updated
3 address was found in the NCOA database, the original address provided by Defendant's Counsel
4 was used for the mailing of the Class Notice.²⁰

5 On January 6, 2025, Phoenix mailed the Class Notice via U.S. First Class Mail, to all two
6 hundred and twenty-seven (227) individuals identified as Class Members.²¹ Of the two hundred
7 and twenty-seven (227) individuals, eighty (85) individuals were identified as PAGA Members.²²

8 As of the date of this declaration, twenty five (25) Class Notices have been returned to
9 Phoenix.²³ None were returned with a forwarding address.²⁴ For the twenty-five (25) Class Notices
10 returned from the Post Office without a forwarding address, Phoenix attempted to locate a current
11 mailing address using TransUnion TLOxp, one of the most comprehensive address databases
12 available for skip tracing.²⁵ Of the twenty-five (25) Class Notices that were skip traced, twenty
13 (20) updated addresses were obtained and the Class Notice was promptly re-mailed to those Class
14 Members via first class mail.²⁶ There are five (5) Class Notices that remain undeliverable.²⁷

15 As of the date of this Motion, the Settlement Administrator has not received any objections
16 to the Class Settlement.²⁸

17 As of the date of this Motion, the Settlement Administrator has received zero (0) Request
18 for Exclusion and zero (0) Workweeks Dispute.²⁹

19 To date, there are two hundred twenty-seven (227) Class Members who did not submit a
20 valid and timely Request for Exclusion from the Class Settlement and are therefore deemed
21 Settlement Class Members, representing 100% of the Class.³⁰ Pursuant to the terms of the

22 ¹⁸ Phoenix Decl., ¶ 4.

23 ¹⁹ Ibid.

24 ²⁰ Ibid.

25 ²¹ *Id.*, ¶ 5.

26 ²² Ibid.

27 ²³ *Id.*, ¶ 6.

28 ²⁴ Ibid.

²⁵ Ibid.

²⁶ Ibid.

27 ²⁷ *Id.*, ¶ 7.

28 ²⁸ *Id.*, ¶ 9.

²⁹ *Id.*, ¶¶ 9 & 10.

³⁰ *Id.*, ¶ 11.

Settlement, the Net Settlement Amount of approximately \$103,402.58 will be distributed to Settlement Class Members in accordance with the terms of the Settlement.³¹ The highest Individual Settlement Share to a Settlement Class Member is currently estimated to be \$2,813.46 and the average Individual Settlement Share to a Settlement Class Member is currently estimated to be \$455.52.³² The highest Individual PAGA Payment to a member of the PAGA Group is currently estimated to be \$236.06 and the average Individual PAGA Payment is currently estimated to be \$73.53.³³

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*,

³¹ Settlement Agreement, ¶¶ 9(t), 9(u), 9(bb), 9(ff), 13, 14, & 15; Phoenix Decl., ¶¶ 13 & 17; Mayer Decl., ¶ 20.

³² Phoenix Decl., ¶ 14.

³³ *Id.*, ¶ 15.

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 cases were to be successfully litigated, that is no bar to a class settlement because the public interest may indeed be served by a voluntary settlement in which each side gives ground in the interest of avoiding prolonged litigation. *Id.*

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

The claims have been actively and extensively litigated since the Class Action was commenced on February 23, 2021. Class Counsel conducted significant investigation and informal and formal discovery into the facts of the cases, to assess the veracity, strength, and scope of the claims, and was preparing the matter for class certification and trial prior to reaching the Settlement.³⁴

The Parties propounded and responded to numerous and extensive sets of formal and informal discovery, conducted and defended two depositions for Plaintiff, and engaged in extensive meet and confer efforts, and supplemental responses.³⁵ Such discovery and investigation was critical for the Parties private mediation session conducted in this matter.³⁶

Class Counsel developed liability, damages, and penalties valuation models in the course of litigation and in connection with mediation and settlement negotiations, and met and conferred with Defendant’s counsel on numerous occasions, e.g., to discuss issues relating to the pleadings, case management, discovery, and production of information, documents, and data in the course of

³⁴ Mayer Decl., ¶ 7.

³⁵ *Ibid.*

³⁶ *Ibid.*

litigation and settlement negotiations, as well as claims evaluation and analysis.³⁷ Class Counsel reviewed and analyzed thousands of pages of information, data, and documents obtained from Plaintiff, Defendant, and other sources, in the course of litigation and in connection with mediation and settlement negotiations.³⁸

In addition to conducting extensive and exhaustive discovery, investigation, the Parties participated in a formal, full-day private mediation on April 17, 2023 with respected and experienced mediator Deborah Saxe, Esq., who is a well-regarded mediator experienced in mediating complex labor and employment matters.³⁹ In the course of mediation and settlement negotiations, the Parties exchanged information, documents, and data, and discussed all aspects of the cases, 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, meal and rest periods, wage-and-hour law and enforcement, representative PAGA claims, as well as the evidence produced and analyzed, and the possibility of appeals, among other things.⁴⁰ During all settlement discussions, the Parties conducted their negotiations at arm's length in an adversarial position.⁴¹ Arriving at a settlement that was acceptable to the Parties was not easy.⁴² Defendant contended that individualized questions of fact predominate over any common issues, and these issues would pose challenges to class certification and representative adjudication.⁴³ Defendant and its counsel felt strongly about Defendant's ability to avoid class certification and representative adjudication and prevail on the merits, while Plaintiff and Class Counsel believed that they would be able to obtain relief in court, obtain class certification and prevail at trial.⁴⁴ After conducting significant informal and formal discovery and investigations, settlement negotiations, and with the aid of the mediator's evaluation, the Parties agreed that the cases were well-suited for settlement given the legal issues

³⁷ Mayer Decl., ¶ 7.

³⁸ Ibid.

³⁹ *Id.*, ¶ 9.

⁴⁰ Ibid.

⁴¹ Ibid.

⁴² Ibid.

⁴³ Ibid.

⁴⁴ Ibid.

1 relating to Plaintiff's principal claims, as well as the costs and risks to the Parties that would attend
2 further litigation.⁴⁵

3 The Settlement takes into account the strengths and weaknesses of each side's position and
4 the uncertainty of how the case might have concluded at certification, trial, and/or appeals. Class
5 Counsel utilized its extensive experience in handling complex wage-and-hour actions,⁴⁶ to obtain
6 this very successful resolution.

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

9 The Settlement, which provides for a Gross Settlement Amount of \$250,000.00, represents
10 a fair, adequate, and reasonable resolution of the cases, given the risks inherent in litigating class
11 and representative claims through certification proceedings, trial, and/or appeals.⁴⁷ The Settlement
12 was calculated using information and data uncovered through extensive case investigation,
13 informal and formal discovery, and the exchange of information in the context of mediation and
14 ongoing settlement negotiations.⁴⁸ Had the Actions not settled, Defendant would have vigorously
15 challenged the motion for class certification that Plaintiff was preparing to file, along with
16 manageability, liability, and proof of any damages. Defendant contended that individualized
17 questions of fact predominated over any common issues, and these issues would pose challenges
18 to certification and representative adjudication. Defendant would have likely argued again at trial,
19 if any, that Plaintiff's claims were not appropriate for class-wide and/or representative
20 adjudication. On the other hand, Defendant also faced the risk of the Court certifying a class and
21 allowing a jury to decide Plaintiff's claims on a class-wide or representative basis. Additionally,
22 preparation for trial would have been expensive for all parties.

23 It is preferable to reach an early resolution of a dispute because such resolution saves time
24 and money that would otherwise go to litigation. The risks and expenses of further litigation
25 outweighed any benefit that might have been gained otherwise. These risks of further litigation
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27 ⁴⁵ Mayer Decl., ¶ 9.

28 ⁴⁶ *Id.*, ¶¶ 14–19.

⁴⁷ *Id.*, ¶¶ 9 & 22.

⁴⁸ *Id.*, ¶¶ 7–9.

1 include a determination that the claims were unsuitable for class treatment and/or representative
2 adjudication, failure to obtain certification, class de-certification after certification of a class,
3 allowing a jury to decide the claims asserted in the case, and the real possibility of no recovery
4 after years of litigation. In contrast, the Settlement provides real and significant benefits for the
5 Settlement Class Members, the PAGA Group, and the State of California here and now, while
6 avoiding the further expenses, risks, and delay of prolonged litigation with only the possibility of
7 recovery.

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

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

15 The Settlement, which provides for a Gross Settlement Amount of \$250,000.00, represents
16 a fair, reasonable, and adequate resolution of the cases. The Settlement was calculated using
17 information and data uncovered through extensive case investigation, informal and formal
18 discovery, depositions, and the exchange of information in the context of preparing for mediation
19 and conducting ongoing settlement negotiations. The Settlement takes into account the potential
20 risks and rewards inherent in any case and, in particular, in this matter. Moreover, considering all
21 of the facts in the cases, the Gross Settlement Amount represents a considerable recovery.

22 Even after deducting Attorneys' Fees in the amount of \$87,500.00, litigation Costs in the
23 amount of \$17,096.42, Incentive Award to Plaintiff in the amount of \$10,000.00, Settlement
24 Administration Fees in the amount of \$7,000.00, and the PAGA Allocation of \$25,000.00 from
25 the Gross Settlement Amount of \$250,000.00, the Net Settlement Amount is currently estimated
26 to be \$103,403.58.⁴⁹ Under the Settlement Agreement, the Gross Settlement Amount will be fully
27 paid out, in accordance with the terms of the Settlement. As discussed in Section III, *supra*, each

28 ⁴⁹ Phoenix Decl., ¶ 13.

Settlement Class Member will be paid a *pro rata* share of the Net Settlement Amount, based on the number of weeks worked by the Settlement Class Member during the Class Period as a proportion of all weeks worked by all Class Members.⁵⁰ To date, there are two hundred and twenty seven (227) Settlement Class Members, representing 100% of the Class Members.⁵¹ The highest Individual Settlement Share to a Qualified Class Member is currently estimated to be \$2,813.46 and the average Individual Settlement Share is currently estimated to be \$455.52.⁵² The highest Individual PAGA Payment to a member of the PAGA Group is currently estimated to be \$236.06 and the average Individual PAGA Payment is currently estimated to be \$73.53.⁵³ These are significant individual recoveries, particularly in light of the risks of litigation.

At the final approval stage, “[a]n allocation formula need only have a reasonable, rational basis [to warrant approval], particularly if recommended by experienced and competent class counsel.” *In re American Bank Note Holographics, Inc., Securities Litigation* (S.D.N.Y. 2001) 127 F.Supp.2d 418, 429-30. The *pro rata* allocation here is a fair and reasonable way to distribute the Net Settlement Amount. In light of the above considerations, Class Counsel believes that the Settlement as a whole is fair, reasonable, and adequate, and in the best interest of the Class Members, the State of California, and the PAGA Group.⁵⁴ Although the recommendations of Class Counsel are not conclusive, the Court can properly take the recommendations into account, particularly if Class Counsel appears to be competent, has experience with this type of litigation, and significant discovery and investigation have been completed, as is the case here. Conte & Newberg, *Newberg on Class Actions* (4th Ed., 2002) § 11.47. Accordingly, the Court should grant final approval of the Settlement.

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D. The Class Was Represented by Competent Counsel.

⁵⁰ Settlement Agreement, ¶¶ 9(w) & 17.

⁵¹ Phoenix Decl., ¶ 11.

⁵² *Id.*, ¶ 14.

⁵³ *Id.*, ¶ 15.

⁵⁴ Mayer Decl., ¶ 22.

Class Counsel has extensive experience in employment class action law and complex wage-and-hour litigation.⁵⁵ Lawyers for Justice, PC has been appointed class counsel in numerous complex wage-and-hour cases, and has recovered millions of dollars for individuals in California.⁵⁶ Both parties' counsel were capable of assessing the strengths and weaknesses of the Class Members' claims against Defendant and the benefits of the Settlement under the circumstances of the case and in the context of a private, consensual settlement agreement.

E. There Are No Objections to the Settlement.

The Settlement has been well received by the Class – *not a single Class Member objected to the Class Settlement*.⁵⁷ Specifically, no objections have been made as to the Gross Settlement Amount or requested Attorneys' Fees and Costs, Incentive Award, Settlement Administration Fees, or the allocation for the PAGA Allocation. California courts have consistently found that a small number of objectors indicates the class's support for a settlement and strongly favors final approval. *Wershba, supra*, 91 Cal.App.4th at 250-51 (final approval granted despite 20 objectors); *7-Eleven Owners, supra*, 85 Cal.App.4th at 1152-53 (final approval granted despite 9 objectors).

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

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

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

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

⁵⁵ Mayer Decl., ¶¶ 14–19.

⁵⁶ *Ibid.*

⁵⁷ Phoenix Decl., ¶ 9.

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, 34.⁵⁸ The purpose of this equitable doctrine is to spread litigation costs proportionally among all the beneficiaries so that the active beneficiary does not bear the entire burden alone. *See Vincent, supra*, 557 F.2d at 769.

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

The propriety of calculating and awarding attorneys’ fees as a percentage of a monetary settlement that has, by litigation, been preserved or recovered for the benefit of others, has been confirmed by the California Supreme Court. *Laffitte, supra*, 1 Cal.5th 480 at 486 & 506. The California Supreme Court has taken the position that “[t]rial courts have discretion to conduct a

⁵⁸ 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.

lodestar cross-check on a percentage fee,” “they also retain the discretion to forgo a lodestar cross-check and use other means to evaluate the reasonableness of a requested percentage fee[,]” and “[t]he percentage [...] method survives in California.” *Id.* (internal quotes omitted).

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

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

Under the terms of the Settlement Agreement, Defendant will pay a Gross Settlement Amount of \$250,000.00 on a non-reversionary basis. The requested attorneys’ fees are 35% of the total value of the monetary settlement. 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

1 and should be approved on a percentage basis.

2 The percentage method is consistent with, and is intended to mirror, the practice in the
3 private marketplace where contingent-fee attorneys typically negotiate percentage-fee
4 arrangements with their clients. Named plaintiffs' agreement to pay a contingent fee is powerful
5 evidence of a reasonable fee. One of the best ways to demonstrate the value of counsel's work to
6 the class is to review the consideration agreed to be paid by the named plaintiffs. If the named
7 plaintiffs have employed counsel on a contingency-fee basis, it would indeed be inequitable for
8 the members of the class, who will enjoy the benefits of the settlement without incurring the risks
9 of bringing the claim, to pay less than the named plaintiffs.

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

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

25 Class Counsel has obtained a substantial recovery on behalf of Plaintiff, the Class, the
26 PAGA Group, and the State of California, and the results achieved justify an attorneys' fees award
27 that is the equivalent of the standard market fee and that is consistent with the contingency-fee
28

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

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

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

14 Each and every one of these factors favors the attorneys' fees sought here; however, some
15 of the most relevant factors to this Court's fee determination will be addressed herein. The award
16 of Attorneys' Fees in the amount of \$87,500.00 (which is 35% of the Gross Settlement Amount)
17 is commensurate with the time, effort, and expense dedicated to the cases, the contingent nature of
18 Class Counsel's fee and the risks taken in commencing the cases, the skill and determination
19 required, the results that Class Counsel have achieved, and the value of the settlement that Class
20 Counsel have obtained for the Class Members.

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

22 Class Counsel used its experience and skills, and dedicated the full extent of resources, to
23 litigate and bring this matter to a successful conclusion on behalf of the Class. Moreover, as
24 demonstrated in the supporting declarations, Class Counsel has extensive experience in the
25 handling of class actions and complex litigation cases.⁵⁹

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28 ⁵⁹ Mayer Decl., ¶¶ 14–19.

As outlined in the Declaration of Helene Mayer, Class Counsel has fully and extensively participated in litigation of the Actions.⁶⁰ 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 Actions, Class Counsel engaged in prolonged, extensive, and exhaustive formal and information written discovery; conducted and defended depositions; reviewed and analyzed thousands of pages of information, documents and data obtained from Defendant, Plaintiff, and other sources; prepared liability, damages, penalties, and valuation calculations; and negotiated settlement through the private mediation session.⁶² Class Counsel has dedicated staffing and monetary resources necessary to prosecute this matter diligently and with maximum efficiency and has fully and actively participated in the litigation process. The Task and Time Chart, which is attached as “EXHIBIT A” to the accompanying Declaration of Helene Mayer, sets forth in detail the hours that Lawyers for Justice, PC has spent performing tasks on behalf of Plaintiff and the Class.⁶³ The Task and Time Chart is thorough and comprehensive, and was prepared so that the Court can peruse it without having to set forth each and every task in the body of this Motion. The Court is respectfully referred to the chart, which sets forth the history of the work performed by Class Counsel, commencing with the pre-filing analysis and research, and continuing up to settlement and final approval. Class Counsel has spent 270.30 hours performing tasks and to obtain a significant recovery on behalf of Plaintiff, the Class, the PAGA Group, and the State of California.⁶⁴ These hours were required to bring this matter to its successful conclusion. In light of the value of time expended and the carrying of costs involved in litigating 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 Actions is evident not only in the results achieved, but in the steps necessary to reach those results. Defendant retained well-respected counsel to

⁶⁰ Mayer Decl., Exh. A.

⁶¹ *Id.*, ¶¶ 6–9.

⁶² *Id.*, ¶¶ 7–8.

⁶³ *Id.*, Exh. A.

⁶⁴ *Id.*, ¶ 12.

1 represent its defenses. More specifically, Defendant and its counsel felt very strongly about
2 Defendant's ability to obtain a denial of certification and to prevail on the merits. Plaintiff and
3 Class Counsel believed that they would have obtained class certification and prevailed at trial.

4 Class Counsel undertook significant investigation, analysis, and research prior to filing this
5 case, during the litigation, and prior to mediation. Class Counsel took steps to prepare the matter
6 for class certification and representative adjudication and had every intention of taking the case to
7 trial on a class-wide basis if Defendant did not offer an appropriate class-wide settlement. Despite
8 all of the obstacles that had to be overcome, as demonstrated in the Declaration of Helene Mayer,
9 Class Counsel used its extensive experience in the handling of class actions and complex wage-
10 and-hour litigation matters in order to obtain the Settlement with maximum efficiency.⁶⁵

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

12 The Settlement represents an excellent resolution of the Actions, given the risks inherent
13 in litigating the cases through certification proceedings, trial, and/or appeals. Had the case not
14 settled, Defendant would have vigorously challenged certifiability, manageability of
15 representative adjudication, and liability. Defendant, however, faced risks if the Court certified a
16 class and allowed a jury to decide the claims. Additionally, preparing the cases for trial would have
17 been expensive for the Parties.

18 The Settlement at this stage is preferred over continued litigation because such resolutions
19 save time and money that would otherwise go to litigation. The risks and expenses of further
20 litigation outweighed any benefit that might have been gained otherwise. The Settlement provides
21 an immediate recovery, as opposed to an uncertain result in the future after prolonged litigation
22 involving expert discovery, trial preparation, class certification proceedings, and appellate review
23 of those proceedings. The Settlement offers present relief and/or recovery to Settlement Class
24 Members, the State of California, and PAGA Members while avoiding the further expense, risk,
25 and delay in obtaining possible recovery at an unknown time in the future.

26 As a result of this litigation and settlement negotiations, Defendant agreed to pay a Gross
27 Settlement Amount of \$250,000.00 to settle the matter. After deducting the Attorneys' Fees

28 ⁶⁵ Mayer Decl., ¶¶ 14–19.

((\$87,500.00), Attorneys' Costs (\$17,096.42), Plaintiff's Incentive Award (\$10,000.00), Settlement Administration Fees (\$7,000.00), and PAGA Allocation (\$25,000.00) from the Gross Settlement Amount, it is currently estimated that the Net Settlement Amount is approximately \$103,403.58.⁶⁶ The Net Settlement Amount will be fully distributed in accordance with the terms of the Settlement. The highest Individual Settlement Share to a Settlement Class Member is currently estimated to be \$2,813.46 and the average Individual Settlement Share is currently estimated to be \$455.52.⁶⁷ The highest Individual PAGA Payment to a member of the PAGA Group is currently estimated to be \$236.06 and the average Individual PAGA Payment is currently estimated to be \$73.53.⁶⁸ The Settlement offers significant monetary relief to the Settlement Class Members, the State of California, and PAGA Group Members.

4. Whether the Fee Is Fixed or Contingent.

Plaintiff entered into 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 270.30 hours of time to obtain relief on behalf of Plaintiff, Class Members, the State of California, and the PAGA Group.⁶⁹ Class Counsel has also incurred litigation costs and expenses in the amount of almost \$17,096.42.⁷⁰

Class Counsel has borne all of the risks and costs of litigation and will not receive any compensation until recovery is obtained.⁷¹ Class Counsel is well-experienced in wage-and-hour class action and complex litigation and used that experience to obtain a great result.⁷² The skill and determination that Class Counsel has shown, along with the results obtained, justify the requested Attorneys' Fees and Costs. Considering the amounts requested, the work performed, and the risks incurred, the requested fees and costs are reasonable and should be awarded.

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⁶⁶ Phoenix Decl., ¶ 13.

⁶⁷ *Id.*, ¶ 14.

⁶⁸ *Id.*, ¶ 15.

⁶⁹ Mayer Decl., ¶ 12 & Exh. A.

⁷⁰ *Id.*, ¶ 20.

⁷¹ *Ibid.*

⁷² *Id.*, ¶¶ 14–19.

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

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

Cates v. Chiang (2013) 213 Cal.App.4th 791, 823 (internal quotes and citations omitted). Class Counsel litigated the 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.

5. The Amount Involved and the Results Achieved.

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

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

Here, the results achieved and obtained on behalf of Plaintiff and the Class are reasonable in light of the risks inherent in further litigating this matter. Class Counsel’s efforts have resulted in a settlement that provides for a Gross Settlement Amount of \$250,000.00.⁷⁴ The Gross Settlement Amount will be fully paid out, in accordance with the terms of the Settlement Agreement. The highest Individual Settlement Share to a Settlement Class Member is currently estimated to be \$2,813.46 and the average Individual Settlement Share is currently estimated to be

⁷³ Phoenix Decl., ¶ 9.

⁷⁴ Settlement Agreement, ¶ 9(t).

1 \$455.52.⁷⁵ The highest Individual PAGA Payment to a member of the PAGA Group is currently
2 estimated to be \$236.06 and the average Individual PAGA Payment is currently estimated to be
3 \$75.53.⁷⁶

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

5 Lawyers for Justice, PC is a recognized class action law firm that employed its attorneys'
6 knowledge, skills, and experience in bringing these cases to a successful conclusion. Class Counsel
7 has years of complex and class action litigation experience, have recovered millions of dollars on
8 behalf of thousands of individuals in California, and have successfully handled numerous
9 significant wage-and-hour class action and complex cases.⁷⁷

10 **D. The Lodestar Methodology Also Justifies Approval of the Requested Fees,**
11 **Because Class Counsel Has Performed Work That is of Significant Value**
12 **Based on Reasonable Hours and Prevailing Hourly Rates of Compensation.**

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

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

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27 ⁷⁵ Phoenix Decl., ¶ 14.

28 ⁷⁶ *Id.*, ¶ 15.

⁷⁷ Mayer Decl., ¶¶ 14–19.

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

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

5 As discussed above, the case was highly contested and required a significant amount of
6 time and labor. Defendant made it clear very early on that it disputed all of the allegations of the
7 case and disputed that the matter was appropriate for class or representative treatment. Defendant
8 raised affirmative defenses and denied liability, and the pursuit of this case involved gathering and
9 analyzing data from Defendant. The handling of the case involved a great amount of effort, and
10 also required and involved the exercise of a high level of skill, which Class Counsel possesses as
11 a result of their extensive experience in employment class actions and complex wage-and-hour
12 litigation. Long and difficult battles would have followed as the cases moved toward certification
13 and trial, including engaging in extensive motion practice. As Class Counsel geared up for these
14 battles, Class Counsel undertook intense preparation in an attempt to resolve the entire matter
15 through mediation.

16 Class Counsel had to bring together a large volume of information, documents and data
17 that were obtained from Defendant, Plaintiff, and through other sources. Class Counsel conducted
18 extensive review and analysis of the information, documents, and data to strategize the action and
19 to prepare for mediation and engage in settlement discussions.

20 As discussed above, in Part VI.C.1, *infra*, attached to the Declaration of Helene Mayer is
21 a task and time chart that sets forth in detail the numerous tasks that Class Counsel performed on
22 behalf of Plaintiff and the Class, and the time required for completing those tasks.⁷⁸ The chart
23 demonstrates that Class Counsel has spent a total of 270.30 hours litigating the Actions and
24 finalizing the Settlement.⁷⁹ In light of the facts and circumstances of the cases, as well as the results
25 that Class Counsel has achieved on behalf of Plaintiff, Class Members, the PAGA Group, and the
26 State of California, Class Counsel have spent a reasonable number of hours on this matter. In

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⁷⁸ Mayer Decl., Exh. A.

⁷⁹ *Id.*, ¶¶ 12–13 & Exh. A.

1 addition, Class Counsel will continue to perform work on this matter through the date of final
2 approval and in connection with the implementation of the Settlement.

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

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

12 Class Counsel has been actively involved in this matter, prior to its commencement and all
13 the way up to the present, and Class Counsel's dedication to providing representation in these
14 cases has precluded other employment. Here, Class Counsel bore the risk that, despite all of its
15 efforts and skills employed, there may be no recovery. Ultimately, Class Counsel was successful
16 in reaching a settlement of \$250,000.00.

17 As set forth in the Declaration of Helene Mayer, the professional backgrounds and
18 experience of Class Counsel support reasonable rates of compensation of at least \$850 per hour
19 for services provided by Class Counsel.⁸⁰ Lawyers for Justice, PC has been awarded attorneys'
20 fees, compensating the firm at the blended rate of at least \$850 per hour for legal service
21 performed, by courts of this state.⁸¹ While the circumstances of every case are unique, the fact
22 remains that the work performed and efforts undertaken by Class Counsel on behalf of the Class
23 Members justify the requested attorneys' fees. And no lodestar multiplier is required – in fact, a
24 negative multiplier would apply in light of Class Counsel's exhaustive litigation efforts that led to
25 this incredible result.

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28 ⁸⁰ Mayer Decl., ¶ 13.

⁸¹ *Ibid.*

Plaintiffs respectfully request that the Court grant final approval of, and award, attorneys' fees in the amount of \$87,500.00 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 of actual costs and expenses associated with Class Counsel's litigation and settlement of the Actions.⁸² As set forth in the Declaration of Helene Mayer, Class Counsel seeks reimbursement of \$17,096.42 in litigation costs and expenses incurred in this case.⁸³ This amount was reasonable and necessary in the prosecution of the case and to obtain the Settlement.⁸⁴ Accordingly, Plaintiff requests that the Court award litigation costs and expenses in the amount of \$17,096.42 to Class Counsel.

VIII. THE SETTLEMENT ADMINISTRATION FEES 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 \$7,000.00.⁸⁵ The costs incurred and to be incurred include, but are not limited to (i) posting a copy of the Class Notice and a copy of the Final Approval Order and Judgment on its website; (ii) preparing and submitting the Settlement Class Members, PAGA Employees, and government entities all appropriate tax filings and forms; (iii) computing the amount of and distributing Individual Settlement Payments, PAGA Payment Shares, Class Representative Service Award, and Attorneys' fees, Costs, and Expenses; (iv) processing and validating Opt Outs; and (v) calculating and remitting to the appropriate government agencies all employer and employee payroll tax obligations arising from the Settlement and preparing and submitting filings required by law in connection with the payments required by the Settlement, and (vi) such other tasks as set forth in the Settlement Agreement or as the Parties mutually agree or as the Court orders.⁸⁶

⁸² Settlement Agreement, ¶ 13.

⁸³ Mayer Decl., ¶ 20.

⁸⁴ Ibid.

⁸⁵ Phoenix Decl., ¶ 17.

⁸⁶ *Id.*, ¶ 2.

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

IX. THE REQUESTED INCENTIVE AWARD IS FAIR AND REASONABLE AND SHOULD BE APPROVED.

The Settlement provides for an Incentive Award in the amount of \$10,00.00 to Plaintiff to compensate Plaintiff for his time and effort that he expended on behalf of the Class, the PAGA Group, and the State of California and his broader release of claims. The requested Incentive Award is both common and reasonable and should be awarded.

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

The requested Incentive Award is fair and appropriate because Plaintiff bargained for a broader release of claims and spent a substantial amount of time and effort producing relevant documents and past employment records, as well as providing the facts, evidence, and declarations to support the prosecution of the claims; and further, Plaintiff provided important deposition testimony by sitting for his deposition on two separate occasions.⁸⁷ Plaintiff was available whenever Class Counsel needed him and actively tried to obtain, and gave, information to support the pursuit of the Actions.⁸⁸ Plaintiff spent numerous hours speaking with Class Counsel about his claims, describing his work experiences with Defendant, and gathering and reviewing documents.⁸⁹

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⁸⁷ Mayer Decl., ¶ 21; Declaration of Justin Canelias (“Canelias Decl.”), ¶¶ 2–6.

⁸⁸ Ibid.

⁸⁹ Ibid.

Accordingly, it is appropriate and just for Plaintiff to receive \$10,000.00 as reasonable Incentive Award, for his services on behalf of the Class, the PAGA Group, and the State of California, in addition to his individual settlement payments.

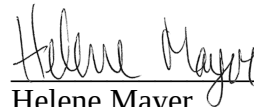
X. CONCLUSION

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

Dated: April 22, 2025

LAWYERS for JUSTICE, PC

By:



Helene Mayer
Attorney for Plaintiff and the Class