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

MARGARET TAYLOR, individually, and on  
behalf of other members of the general public  
similarly situated and other aggrieved  
employees pursuant to the California Private  
Attorneys General Act,

Plaintiff,

vs.

BARBIER SECURITY GROUP, a California  
corporation; and DOES 1 through 100,  
inclusive,

Defendants.

Case No.: 2000399

Honorable Stephen Freccero  
Department A

**CLASS ACTION**

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

[Declaration of Class Counsel  
(Brian J. St. John); Declaration of Class  
Representative (Margaret Macedo);  
Declaration of Settlement Administrator  
(Phoenix Settlement Administrators); and  
[Proposed] Final Approval Order and  
Judgment filed concurrently herewith]

Date: January 24, 2023  
Time: 1:30 p.m.  
Department: A

Complaint Filed: January 31, 2020  
FAC Filed: June 23, 2022  
Trial Date: None Set

1           **PLEASE TAKE NOTICE** that on January 24, 2023 at 1:30 p.m., in Department A of  
2 the above-entitled Court, located at Marin County Superior Court, 3501 Civic Center Drive, San  
3 Rafael, California 94903, Plaintiff Margaret Macedo (“Plaintiff”) will and hereby does move for  
4 an order granting final approval of:

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

- 8           •     A Net Settlement Amount of approximately \$348,997.05 will be fully distributed to  
9                 the Class Members who did not timely opt out of the Settlement (“Settlement Class  
10                Member”);
- 11           •     No Objections were submitted to the settlement administrator, Phoenix Settlement  
12                 Administrators (“Settlement Administrator” or “Phoenix”);
- 13           •     Only Two Requests for Exclusion were submitted to the Settlement Administrator;

14           2.     Payment in the amount of \$248,500.00 to Lawyers *for* Justice, PC (“Class  
15 Counsel”), representing thirty-five percent (35%) of the Maximum Settlement Amount, for  
16 attorneys’ fees, which is reasonable and justified on a percentage-basis;

17           3.     Payment in the amount of \$24,502.95 to Class Counsel for reimbursement of  
18 litigation costs and expenses;

19           4.     Payment in the amount of \$11,000.00 to the Settlement Administrator, Phoenix  
20 Settlement Administrators (“Phoenix”), for Administration Costs;

21           5.     Payment in the amount of \$7,000.00 to Plaintiff Margaret Macedo, as  
22 Enhancement Payments, for her time and effort in representing the Class; and

23           6.     Allocation of the penalties under the Private Attorneys General Act of 2004,  
24 California Labor Code section 2698, *et seq.*, in the amount of \$70,000.00, of which seventy-five  
25 percent (75%), or \$52,500.00, will be paid to the California Labor and Workforce Development  
26 Agency and twenty-five percent (25%), or \$17,500.00, will be distributed to PAGA Group  
27 Members on a *pro rata* basis.

28     ///

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

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

9 Dated: January 6, 2023

**LAWYERS for JUSTICE, PC**

10  
11 By:   
12 Brian J. St. John  
13 Attorneys for Plaintiff and the Class  
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**MEMORANDUM OF POINTS AND AUTHORITIES**

**I. SUMMARY OF MOTION**

Plaintiff Margaret Macedo (formerly Margaret Taylor) (“Plaintiff”) seeks final approval of: (1) the Maximum Settlement Amount of \$710,000.00; (2) attorneys’ fees in the amount of \$248,500.00, which is thirty-five percent (35%) of the Maximum Settlement Amount, and reimbursement of litigation costs and expenses in the amount of \$24,502.95 (together, “Attorneys’ Fees and Litigation Costs”) to Lawyers for Justice, PC (“Class Counsel”); (3) Administration Costs in the amount of \$11,000.00 to Phoenix Settlement Administrators (“Phoenix” or “Settlement Administrator”); (4) Enhancement Payment in the amount of \$7,000.00 to Plaintiff Margaret Macedo; and (5) allocation of \$70,000.00 for penalties under the Private Attorneys General Act of 2004, California Labor Code § 2698, *et seq.* (“PAGA Penalties”).

Plaintiff seeks relief on behalf of the following Class:

All current and former non-exempt employees who worked for Defendant within the State of California at any time during the period from January 31, 2016 through July 1, 2022 (“Class” or “Class Members”).<sup>1</sup>

This matter involved ongoing investigations, motion practice, formal and informal discovery, review and analysis of a large volume of information, documents, and data prior to and during mediation conducted by Cary G. Palmer, Esq., and extensive settlement negotiations. This matter has required 477.60 hours of attorney time by Class Counsel. As will be demonstrated herein, the request for attorneys’ fees, which represents thirty-five percent (35%) of the Maximum Settlement Amount, is fully supported by the use of the percentage-fee method. Courts have historically awarded fees of up to fifty percent (50%) of the recovery. The requested attorneys’ fees are also supported under the lodestar cross-check method.

Plaintiff moves for final approval of the Enhancement Payment in the amount of \$7,000.00, to compensate Plaintiff for the time and effort that she expended spearheading this lawsuit on behalf of the Class, PAGA Group Members, and the State of California. Plaintiff also moves for final approval of the payment to the Settlement Administrator in the amount of

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<sup>1</sup> Joint Stipulation of Class Action Settlement and Release of Claims (“Settlement Agreement”), Exh. 1, § I.C.

1 \$11,000.00 for Administration Costs. Plaintiff also moves for final approval of the allocation of  
2 \$70,000.00 for the PAGA penalties, of which \$52,500.00 will be paid to the California Labor  
3 Workforce and Development Agency (“LWDA”) for its portion of the PAGA penalties (“LWDA  
4 Payment”), and \$17,500.00 will be will be distributed to all current and former hourly-paid or  
5 non-exempt employees who worked for Defendant within the State of California at any time  
6 during the period from August 31, 2020 through July 1, 2022 (“PAGA Group Members”) on a  
7 *pro rata* basis.

8 The requests for Attorneys’ Fees and Litigation Costs, Enhancement Payment,  
9 Administration Costs, and allocation for the PAGA penalties were fully disclosed in the Notice  
10 of Class Action Settlement (“Class Notice”) that was mailed to the Class Members. Most  
11 importantly, as of the date of this Motion, *not a single Class Member has objected to any aspect*  
12 *of the Settlement, including the requested Attorneys’ Fees and Litigation Costs, Enhancement*  
13 *Payment, Administration Costs, or allocation for PAGA penalties.*<sup>2</sup>

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

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

26 ///

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28 \_\_\_\_\_  
<sup>2</sup> Settlement Agreement, §§ I.K, I.N, I.O, & I.P.

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

2 Defendant Barbier Security Group (“Defendant”) provides security services to  
3 corporations, Fortune 500 companies, individuals, and governmental organizations. Plaintiff  
4 Margaret Macedo (formerly Margaret Taylor) is a former employee of Defendant.

5 On January 31, 2020, Plaintiff Margaret Macedo filed a Class Action Complaint for  
6 Damages, thereby commencing the action. The action was filed in the Superior Court of  
7 California for the County of Marin, Case No. 2000399 (the “Action”).

8 On June 8, 2020, Defendant filed an Answer to Plaintiff’s Class Action Complaint.

9 On November 6, 2020, Class Counsel propounded multiple sets of formal written  
10 discovery requests, Requests for Production of Documents (Set One & Set Two), Special  
11 Interrogatories (Set One, Set Two & Set Three), and Form Interrogatories (Set One), on  
12 Defendant, and noticed the deposition of Defendant’s person(s) most knowledgeable regarding  
13 job duties and organizational structure of Defendant. Thereafter, on February 19, 2021  
14 Defendant responded to Plaintiff’s discovery requests.

15 On October 7, 2020, Defendant propounded multiple sets of discovery, including Form  
16 Interrogatories (Set One – Employment Law) and Requests for Admission. Thereafter, on  
17 December 15, 2020 and January 15, 2021, Plaintiff responded to Defendant’s discovery requests.

18 On June 23, 2022, Plaintiff filed a First Amended Class Action Complaint for Damages  
19 & Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, *Et Seq.*  
20 (“Operative Complaint”).

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

1 PAGA. Plaintiff contends that she, and the Class Members, are entitled to, *inter alia*, unpaid  
2 wages, penalties (including and not limited to, penalties pursuant to PAGA), and attorneys' fees.

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

7 The parties have actively litigated the matter since it was commenced January 31, 2020.  
8 The parties conducted significant formal and informal discovery and exchanged a large volume  
9 of information, documents, and data. On January 12, 2022, the parties participated in a formal,  
10 full-day mediation conducted by Cary G. Palmer, Esq., a well-regarded mediator experienced in  
11 mediating complex labor and employment matters, and ultimately reached the Settlement  
12 described herein to resolve the case in its entirety.

13 On August 1, 2022, Plaintiff filed a Motion for Preliminary Approval of Class Action  
14 Settlement and supporting documents. A hearing was held on Plaintiff's Motion for Preliminary  
15 Approval, and on September 13, 2022, the Court entered an Order Granting Plaintiff's Motion  
16 for Preliminary Approval of Class Action Settlement ("Preliminary Approval Order"), thereby  
17 preliminarily approving the terms of the Settlement, the Class Notice, and the proposed  
18 administration procedures and associated deadlines.

19 Plaintiff now moves for final approval of the Settlement, Attorneys' Fees and Litigation  
20 Costs, Enhancement Payment, Administration Costs, and allocation for PAGA Penalties.

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

22 Under the terms of the Settlement, Defendant has agreed to pay a Maximum Settlement  
23 Amount of \$710,000.00 on a non-reversionary basis, in two (2) installments – an initial payment  
24 on one-half (1/2) of the Maximum Settlement Amount ("First Installment") within twenty-one  
25 (21) calendar days after the Court grants final approval of the Settlement ("Effective Date") and  
26 payment of one-half (1/2) of the Maximum Settlement Amount within one (1) year of the  
27 Effective Date.<sup>3</sup> Subject to approval by the Court, the Net Settlement Amount will be calculated  
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<sup>3</sup> Settlement Agreement, § VIII.A.

by deducting the following amounts from the Maximum Settlement Amount: (1) Attorneys’ Fees and Litigation Costs, consisting of attorneys’ fees in the amount of \$248,500.00 and reimbursement of litigation costs and expenses in the amount of \$24,502.95, to Class Counsel; (2) Enhancement Payment in the amount of \$7,000.00 to Plaintiff Margaret Macedo; (3) Administration Costs in the amount of \$11,000.00 to Phoenix; and (4) PAGA Penalties in the amount of seventy thousand dollars (\$70,000), of which seventy-five percent (75%), or \$52,500.00, will be paid to the LWDA (“LWDA Payment”) and twenty-five percent (25%), or \$17,500.00, will be distributed to the PAGA Group Members on a *pro rata* basis (“Employee PAGA Amount”).<sup>4</sup> The Net Settlement Amount, which is estimated to be \$348,997.05, will be distributed in accordance with the Settlement Agreement, and there is no reversion to Defendant.<sup>5</sup>

The settlement Administrator will calculate each Settlement Class Member’s share of the Net Settlement Amount (“Individual Settlement Payment”), by dividing the Net Settlement Amount by the total number of Workweeks of all Settlement Class Members to reach the value of each Workweek (“Class Workweek Point Value”).<sup>6</sup> Then the administrator will multiply each Class Member’s number of weeks that he or she was employed by Defendant as an hourly or non-exempt employee in California during the period from January 31, 2016 through July 1, 2022 (“Workweeks”) by the Class Workweek Point Value.<sup>7</sup>

The Settlement Administrator will calculate each PAGA Group Member’s share of the Employee PAGA Amount (i.e., Individual PAGA Payment) by multiplying each PAGA Group Member’s individual PAGA Workweeks by the PAGA Workweek Point Value.<sup>8</sup> The Settlement

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<sup>4</sup> Settlement Agreement., §§ I.M; see also, §§ VIII, IX, & XIV-XVII.

<sup>5</sup> This amount is higher than the amount stated in Paragraph 13 of the accompanying Declaration of Taylor Mitzner Regarding Notice and Settlement Administration (“Phoenix Declaration” or “Phoenix Decl.”) because the Settlement Administrator’s calculation assumes that Class Counsel will obtain litigation costs and expenses in the maximum amount of \$28,000.00, which is allocated under the Settlement. However, Class Counsel seeks the amount of only \$24,502.95 for reimbursement of litigation costs and expenses, and the difference of \$3,497.05 will remain part of the Net Settlement Amount.

<sup>6</sup> Settlement Agreement, § XII.A.2.

<sup>7</sup> *Id.*, § XII.A.3.

<sup>8</sup> *Id.*, XII.B.3.

1 Administrator will determine the PAGA Workweek Point Value by dividing the Employee  
2 PAGA Amount by the total number of PAGA Workweeks of all PAGA Group Members.<sup>9</sup>

3 Class Members had forty-five (45) calendar days after the initial mailing of the Class  
4 Notice to Class Members to dispute the number of Workweeks credited to each of them, opt out  
5 of the Settlement, and/or object to the Settlement (“Response Deadline”).<sup>10</sup> The Response  
6 Deadline was December 12, 2022.<sup>11</sup> The Settlement Administrator has only received two written  
7 requests for exclusion from the Settlement (“Requests for Exclusion”) and has received no  
8 objections to the Settlement (“Objections”) from Class Members.<sup>12</sup>

9 Individual Settlement Payments will be allocated as twenty percent (20%) wages, to be  
10 reported on IRS Form W-2; and eighty percent (80%) interest, penalties, and other non-wage  
11 damages to be reported on IRS Form 1099 (if applicable).<sup>13</sup> Individual Settlement Payments will  
12 be paid out to Settlement Class Members subject to reduction for the employee’s and employer’s  
13 share of taxes, withholdings, and contribution with respect to the wages portion of the Individual  
14 Settlement Payments, and the net payment is referred to as “Individual Settlement Payment”.<sup>14</sup>  
15 Individual PAGA Payments distributed to each PAGA Group Member will be allocated as one  
16 hundred percent (100%) penalties, will be paid without reduction for taxes and withholdings, and  
17 will be reported on an IRS Form 1099 (if necessary).<sup>15</sup> Defendant will pay the employer’s share  
18 of payroll taxes and contributions with respect to the wage portion of Individual Settlement  
19 Shares (“Employer Taxes”) in addition to the Maximum Settlement Amount.<sup>16</sup>

20 Any and all Individual Settlement Payment checks issued to Settlement Class Members  
21 and Individual PAGA Payment checks issued to PAGA Group Members will remain valid for  
22 180 calendar days from the date of mailing.<sup>17</sup> Thereafter, Individual Settlement Payment and  
23 Individual PAGA Payment checks that are not negotiated within the 180-day period will be void,  
24

25 <sup>9</sup> Settlement Agreement, XII.B.2.

26 <sup>10</sup> *Id.*, § X.A.5.

27 <sup>11</sup> Phoenix Decl., ¶ 8, 9, & 10; Exh. A.

28 <sup>12</sup> *Id.*, ¶¶ 8 & 9.

<sup>13</sup> Settlement Agreement, § XVI.C.

<sup>14</sup> *Id.*, § XII.A.3.

<sup>15</sup> *Id.*, § XVI.D.

<sup>16</sup> *Id.*, § VIII.A.

<sup>17</sup> *Id.*, § XII.D.3.

1 and the funds associated with such voided checks will be distributed to Legal Aid at Work.<sup>18</sup>

2 **IV. THE SETTLEMENT ADMINISTRATION PROCESS**

3 The Court-appointed Settlement Administrator, Phoenix, has taken all necessary steps to  
4 effectuate the notice and settlement administration process, as set forth in the Court's September  
5 13, 2022 Preliminary Approval Order.

6 On October 5, 2022, Phoenix received the Court-approved text for the Class Notice.

7 On October 17, 2022, Phoenix received a mailing list from Defendant's counsel that  
8 contained the names, last known addresses, Social Security numbers, last known telephone  
9 numbers, number of Workweeks, number of PAGA Workweeks, and last known email address  
10 for individuals identified as Class Members ("Class List").<sup>19</sup> The Class List contained  
11 information for 1,115 individuals identified as Class Members.<sup>20</sup> Phoenix processed the names  
12 and addresses through the National Change of Address Database ("NCOA") and updated the  
13 Class List with any updated addresses located.<sup>21</sup>

14 On October 27, 2022, Phoenix mailed the Class Notice via first class mail to 1,115  
15 individuals identified as Class Members in the Class List.<sup>22</sup>

16 As of the date of this Motion, ninety-seven (97) Class Notices were returned as  
17 undeliverable without forwarding addresses.<sup>23</sup> Phoenix performed a skip-trace search on the  
18 ninety-seven (97) Class Notices that were returned to Phoenix without forwarding addresses,  
19 located an updated address for ninety (90) Class Members, and promptly re-mailed the Class  
20 Notice to the updated addresses.<sup>24</sup> Fifteen (15) Class Notices were returned to Phoenix as  
21 undeliverable a second time.<sup>25</sup> Ultimately, twenty-two (22) Class Notices remain undeliverable  
22 because an updated address was not located through skip-tracing or the Class Notice was  
23 returned as undeliverable a second time.<sup>26</sup>

24  
25 <sup>18</sup> Settlement Agreement, § XII.D.3.

26 <sup>19</sup> Phoenix Decl., ¶ 3.

27 <sup>20</sup> Ibid.

28 <sup>21</sup> *Id.*, ¶ 4.

<sup>22</sup> *Id.*, ¶ 5.

<sup>23</sup> *Id.*, ¶ 6.

<sup>24</sup> Ibid.

<sup>25</sup> *Id.*, ¶ 7.

<sup>26</sup> Ibid.

One individual who was included in the Class List submitted a dispute regarding Workweeks, it was determined the disputing Class Member was entitled to additional Workweeks, and Phoenix updated the Class Member's Workweeks according to Defendant's records.<sup>27</sup>

As of the date of this declaration, Phoenix has received two (2) Requests for Exclusion from Class Members.<sup>28</sup>

As of the date of this Motion, the Settlement Administrator has not received any Objections from Class Members.<sup>29</sup>

To date, there are 1,113 Class Members who did not submit a timely and valid Request for Exclusion, and are therefore, deemed to be Settlement Class Members.<sup>30</sup> Pursuant to the terms of the Settlement, the Net Settlement Amount of approximately \$348,997.05 will be distributed to Settlement Class Members in accordance with the terms of the Settlement.<sup>31</sup> The highest Individual Settlement Payment is currently estimated to be at least \$2,742.85 and the average Individual Settlement Payment is currently estimated to be at least \$310.42.<sup>32</sup> The highest Individual PAGA Payment is currently estimated to be at least \$101.69 and the average Individual PAGA Payment is currently estimated to be at least \$31.93.<sup>33</sup>

**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.4<sup>th</sup> 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

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<sup>27</sup> Phoenix Decl., ¶ 10.

<sup>28</sup> *Id.*, ¶ 8.

<sup>29</sup> *Id.*, ¶ 9.

<sup>30</sup> *Id.*, ¶ 11.

<sup>31</sup> *Id.*, ¶ 13; see also, n.5, *supra*.

<sup>32</sup> *Id.*, ¶ 14. The actual average and highest Individual Settlement Payments will be larger than the amounts stated in the Phoenix Declaration because the Net Settlement Amount is larger due to Class Counsel's request for reimbursement of litigation costs and expenses in an amount that is less than \$28,000.00 (the difference between the amount sought and the amount authorized under the Settlement, i.e., \$3,497.05, will be part of the Net Settlement Amount). See n.5, *supra*.

<sup>33</sup> *Id.*, ¶ 15.

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.4<sup>th</sup> 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.4<sup>th</sup> 224, 245. “Due regard should be given to what is otherwise a private consensual agreement between the parties.” *Dunk, supra*, 48 Cal.App.4<sup>th</sup> at 1801.

The proponent of the settlement has the “burden” to show that it is fair and reasonable. *Wershba, supra*, 91 Cal.App.4<sup>th</sup> at 245. At the final approval stage, a presumption of fairness exists where, as here: “(1) the settlement is reached through arm’s-length bargaining; (2) investigation and discovery are sufficient to allow counsel and the court to act intelligently; (3) counsel is experienced in similar litigation; and (4) the percentage of objectors is small.” *Dunk, supra*, 48 Cal.App.4<sup>th</sup> 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.4<sup>th</sup> 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.4<sup>th</sup> 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.4<sup>th</sup> at 251. Even if the proposed settlement affords relief that is substantially narrower than it would be if the case were to be successfully litigated, that is no bar to a class settlement because the public interest may indeed be served by a voluntary settlement in which each side gives ground in the interest of avoiding prolonged litigation. *Id.*

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

The parties actively litigated the case since it was commenced on January 31, 2020. Counsel for the parties investigated the veracity, strength, and scope of the claims, and also to prepare the matter for class certification, representative adjudication, and trial, prior to reaching

1 the Settlement.<sup>34</sup> The parties conducted extensive formal and informal discovery and  
2 investigation into the facts of the case, and also informally exchanged information and data in the  
3 course of litigation and in connection with mediation and settlement negotiations.<sup>35</sup> Class  
4 Counsel propounded multiple sets of written discovery requests in various forms; reviewed  
5 Defendant's responses thereto; worked with Plaintiff to provide responses to discovery requests  
6 that were propounded by Defendant; and prepared and served numerous deposition notices.<sup>36</sup>  
7 Class Counsel also interviewed and obtained information from Plaintiff and other Class  
8 Members, and reviewed and analyzed documents and data produced obtained from Defendant,  
9 Plaintiff, and other sources.<sup>37</sup> The documents and data reviewed and analyzed by Class Counsel  
10 included, and were not limited to, employment records of Plaintiff and other Class Members, a  
11 detailed sampling of Class Members' time and pay data, multiple iterations of the Barbier  
12 Security Group Handbook, company policy acknowledgements, internal memoranda, job  
13 descriptions, new hire orientation checklists, training materials, operations and employment  
14 practices, policies, and procedures documents (e.g., Mutual Voluntary Agreement For Individual  
15 Arbitration agreement, Off Duty Meal Period Waiver and Second Meal Waiver forms,  
16 Authorization Form For Payment Of Missed Meal Period Or Rest Break forms, Paycheck  
17 Deduction Agreement), and extensive documents regarding Defendant's financial condition  
18 (e.g., Balance Sheets, Profit and Loss Statements, Revenue Graph, and Tax Returns), among  
19 other information and documents.<sup>38</sup> The parties engaged in motion and *ex parte* practice  
20 (including, e.g., Plaintiff's Consolidated Motion to Compel Defendant to Provide Responses to  
21 Plaintiff's Special Interrogatories (Set One, Two, and Three), Form Interrogatories (General, Set  
22 One), and Requests for Production of Documents (Sets One and Two), and for Monetary  
23 Sanctions and Defendant's Motion for Terminating and Monetary Sanctions Against Plaintiff  
24 Margaret Macedo and Her Attorneys). Class Counsel developed damages/valuation models in  
25 preparation for mediation, and met and conferred with Defendant's counsel on numerous  
26

27 <sup>34</sup> Declaration of Edwin Aiwazian ("Aiwazian Decl."), ¶ 6.

28 <sup>35</sup> Ibid.

<sup>36</sup> Ibid.

<sup>37</sup> Ibid.

<sup>38</sup> Ibid.

occasions, e.g., to discuss issues relating to the pleadings, motion practice, case management, discovery, and production of information, documents, and data in the course of litigation and in connection with mediation and settlement negotiations.<sup>39</sup>

After conducting significant formal and informal discovery and investigation into the facts of the case, the parties participated in a formal, full-day mediation conducted by Cary G. Palmer, Esq., a well-regarded mediator experienced in mediating complex labor and employment matters.<sup>40</sup> In the course of mediation and settlement negotiations, the parties exchanged information and data, and discussed various aspects of the case, including and not limited to, the risks and delays of further litigation, the risks and expenses to the parties of proceeding with class certification, representative adjudication, and trial, the law relating to off-the-clock theory, meal and rest periods, waivers, arbitration agreements, Plaintiff's claims and allegations, and wage-and-hour enforcement and penalties, Defendant's financial condition, the evidence produced and analyzed, and the possibility of appeals, among other things.<sup>41</sup> During all settlement discussions, the parties conducted their negotiations at arm's length in an adversarial position.<sup>42</sup> Arriving at a settlement that was acceptable to the parties was not easy.<sup>43</sup> Defendant and its counsel felt very strongly about Defendant's ability to prevail on the merits and to obtain a denial of class certification, while Plaintiff and Class Counsel believed that class certification would be obtained and Plaintiff would prevail at trial.<sup>44</sup> After conducting significant formal and informal discovery and investigations, extensive settlement negotiations, and with the aid of the mediator's evaluation, the parties agreed that the matter was well-suited for settlement given the legal issues relating to Plaintiff's principal claims, factual circumstances, as well as the costs and risks to the parties that would attend further litigation.<sup>45</sup>

The Settlement takes into account the strengths and weaknesses of each side's position and the uncertainty of how the case might have concluded at certification, trial, and/or appeals.

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<sup>39</sup> Aiwazian Decl., ¶ 6.

<sup>40</sup> *Id.*, ¶ 8.

<sup>41</sup> *Ibid.*

<sup>42</sup> *Ibid.*

<sup>43</sup> *Ibid.*

<sup>44</sup> *Ibid.*

<sup>45</sup> *Ibid.*

Class Counsel interviewed, and obtained information from Plaintiff and other Class Members.<sup>46</sup> Class Counsel also reviewed and analyzed a large volume of information, documents, and data produced by Defendant and obtained through other sources, and performed significant research into the applicable law, which is constantly evolving as it relates to certification, off-the-clock theory, meal and rest periods, waivers, arbitration agreements, PAGA claims, wage-and-hour enforcement, Plaintiff's claims and damages, and Defendant's defenses, as well as facts discovered.<sup>47</sup> The Settlement was based on this large volume of facts, evidence, and investigation.<sup>48</sup> Additionally, Class Counsel has extensive experience in handling complex wage-and-hour matters, including significant experience in employment class action litigation.<sup>49</sup>

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

The Settlement, which provides for a Maximum Settlement Amount of \$710,000.00, represents a fair, adequate, and reasonable resolution of the case, given the risks inherent in litigating class and representative claims through certification proceedings, trial, and/or appeals.<sup>50</sup> The Settlement was calculated using information and data uncovered through extensive case investigation, formal and informal discovery, and the exchange of information in the context of mediation.<sup>51</sup> Had the action not settled, Defendant would have vigorously challenged class certification, manageability of representative adjudication, and liability. Defendant contended that individualized questions of fact predominate over any common issues, and these issues would pose challenges to certification and representative adjudication. Defendant would have likely argued again at trial, if any, that Plaintiff's claims were not appropriate for class-wide and/or representative adjudication. On the other hand, Defendant also faced the risk of the Court certifying a class and allowing a jury to decide Plaintiff's claims on a class-wide or representative basis. Additionally, preparation for trial would have been expensive for all parties.

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<sup>46</sup> Aiwazian Decl., ¶ 6.

<sup>47</sup> Ibid.

<sup>48</sup> *Id.*, ¶¶ 6 & 8.

<sup>49</sup> *Id.*, ¶¶ 15-18.

<sup>50</sup> *Id.*, ¶¶ 8 & 21.

<sup>51</sup> *Id.*, ¶¶ 5-8.

1 It is preferable to reach an early resolution of a dispute because such resolutions save  
2 time and money that would otherwise go to litigation. If this matter had settled after further  
3 litigation, the settlement amount would have taken into account the additional costs incurred, and  
4 there might have been less money available for Class Members after all was said and done. This  
5 is not just an abstract contention. The risks and expenses of further litigation outweighed any  
6 benefit that might have been gained otherwise. These risks of further litigation include a  
7 determination that the claims were unsuitable for class treatment and/or representative  
8 adjudication, class de-certification after certification of a class, allowing a jury to decide the  
9 claims asserted in the case, and the real possibility of no recovery after years of litigation,  
10 especially in light of Defendant's financial condition. Additionally, the parties were moving into  
11 the phase of the litigation where they would have to conduct a significant amount of additional  
12 discovery, including and not limited to, depositions of Defendant's Person Most Knowledgeable  
13 designees, expert witnesses, and percipient witnesses, such as managers, supervisors, and other  
14 current and former employees throughout the State of California. Additional discovery would  
15 have certainly arisen, which would have cost the parties additional time and money. In contrast,  
16 the Settlement provides real and significant benefits for the Class here and now, while avoiding  
17 the further expenses, risks, and delay of prolonged litigation with only the possibility of  
18 recovery.

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

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

26 The Settlement, which provides for a Maximum Settlement Amount of \$710,000.00,  
27 represents a fair, reasonable, and adequate resolution of the case. The Settlement was calculated  
28 using information and data uncovered through extensive case investigation, formal and informal

discovery, and the exchange of information in the context of mediation. The Settlement takes into account the potential risks and rewards inherent in any case and, in particular, in this matter. Moreover, considering all the facts in the case, the Maximum Settlement Amount represents a considerable recovery.

Even after deducting attorneys' fees in the amount of \$248,500.00, litigation costs and expenses in the amount of \$24,502.95, Enhancement Payment in the amount of \$7,000.00, Administration Costs in the amount of \$11,000.00, and PAGA Penalties in the amount of \$70,000.00 from the Maximum Settlement Amount of \$710,000.00, the Net Settlement Amount is currently estimated to be \$348,997.05.<sup>52</sup> Under the Settlement Agreement, the Maximum Settlement Amount will be fully paid out without any reversion to Defendant, in accordance with the terms of the Settlement. As discussed in Section III, *supra*, each Settlement Class Member will be paid a *pro rata* share of the Net Settlement Amount, based on the number of Workweeks credited to them. To date, there are 1,113 Settlement Class Members, representing 99.8% of the Class.<sup>53</sup> The highest Individual Settlement Payment to a Settlement Class Member is currently estimated to be at least \$2,742.85 and the average Individual Settlement Payment is currently estimated to be at least \$310.42.<sup>54</sup> The highest Individual PAGA Payment to a PAGA Group Member is currently estimated to be at least \$101.69 and the average Individual PAGA Payment is currently estimated to be at least \$31.93.<sup>55</sup> 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

<sup>52</sup> Phoenix Decl., ¶ 13; see n.5, *supra*.

<sup>53</sup> *Id.*, ¶ 11.

<sup>54</sup> *Id.*, ¶ 14; see n.32, *supra*.

<sup>55</sup> *Id.*, ¶ 15.

of the Class Members.<sup>56</sup> Although the recommendations of Class Counsel are not conclusive, the Court can properly take the recommendations into account, particularly if Class Counsel appears to be competent, has experience with this type of litigation, and significant discovery and investigation have been completed, as is the case here. Conte & Newberg, *Newberg on Class Actions* (4th Ed., 2002) § 11.47. Accordingly, the Court should grant final approval of the Settlement.

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

Class Counsel has extensive experience in employment class action law and complex wage-and-hour litigation.<sup>57</sup> 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.<sup>58</sup> 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 Settlement.*<sup>59</sup> Specifically, no objections have been made as to the Maximum Settlement Amount or requested Attorneys' Fees and Litigation Costs, Enhancement Payment, Administration Costs, or the allocation for PAGA Penalties. California courts have consistently found that a small number of objectors indicates the class' support for a settlement and strongly favors final approval. *Wershba, supra*, 91 Cal.App.4th at 250-51 (final approval granted despite 20 objectors); *7-Eleven Owners, supra*, 85 Cal.App.4th at 1152-53 (final approval granted despite 9 objectors).

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

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<sup>56</sup> Aiwazian Decl., ¶ 21.

<sup>57</sup> *Id.*, ¶¶ 15-18.

<sup>58</sup> *Ibid.*

<sup>59</sup> Phoenix Decl., ¶ 8.

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

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

Trial courts have “wide latitude” in assessing the value of attorneys’ fees and their decisions will “not be disturbed on appeal absent a manifest abuse of discretion.” *Lealao v. Beneficial Cal., Inc.* (2000) 82 Cal.App.4th 19, 41; *Ketchum v. Moses* (2001) 24 Cal.4th 1122, 1132 (The “experienced trial judge is the best judge of the value of professional services rendered in his court[.]”); *Cellphone Termination Fee Cases* (2009) 180 Cal.App.4th 1110, 1118. Where the amount of a settlement is a “certain easily calculable sum of money,” California courts may 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.<sup>60</sup> 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

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<sup>60</sup> The California Supreme Court has urged trial courts to consider class action federal authority. *Green v. Obledo* (1981) 29 Cal.3d 126, 146; *Vasquez v. Superior Court* (1971) 4 Cal.3d 800, 821.

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

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

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

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

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Under the terms of the Settlement Agreement, Defendant will pay a Maximum Settlement Amount of \$710,000.00 on a non-reversionary basis. The requested attorneys' fees are thirty-five percent (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 such and should be approved on a percentage basis.

The percentage method is consistent with, and is intended to mirror, the practice in the private marketplace where contingent-fee attorneys typically negotiate percentage-fee arrangements with their clients. A named plaintiff's agreement to pay a contingent fee is powerful evidence of a reasonable fee. One of the best ways to demonstrate the value of counsel's work to the class is to review the consideration agreed to be paid by the named plaintiff. If the named plaintiff has employed counsel on a contingency-fee basis, it would indeed be inequitable for the members of the class, who will enjoy the benefits of the settlement without incurring the risks of bringing the claim, to pay less than the named plaintiff. In this case, Plaintiff has agreed to a contingency fee of thirty-five percent (35%) of the recovery.<sup>61</sup>

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

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<sup>61</sup> Aiwasian Decl., ¶ 9.

1 calculated on the basis of the total fund made available rather than the actual payments made to  
2 the class.” *Lealao, supra*, 82 Cal.App.4th at 51; *see also Boeing, supra*, 444 U.S. at 478 (“a  
3 litigant or a lawyer who recovers” a settlement “for the benefit of persons other than himself or  
4 his client is entitled to a reasonable attorneys’ fee from the fund as a whole”).

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

10 Class Counsel has obtained a substantial recovery on behalf of Plaintiff, the Class, and  
11 PAGA Group Members, and the results achieved justify an attorneys’ fees award that is the  
12 equivalent of the standard market fee and that is consistent with the contingency-fee agreement  
13 entered into by and between Plaintiff and Class Counsel. Thus, the requested attorneys’ fees are  
14 appropriate.

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

17 In *Camden I Condominium Association, Inc. v. Dunkel*, the court identified twelve factors  
18 to be considered in determining whether fee awards are reasonable: (1) the time and labor  
19 required; (2) the novelty and difficulty of the questions involved; (3) the skill required to perform  
20 the legal services properly; (4) the preclusion of other employment by the attorney due to the  
21 acceptance of the case; (5) the customary fee; (6) whether the fee is fixed or contingent; (7) time  
22 limitation imposed by the client or the circumstances; (8) the amount involved and results  
23 obtained; (9) the experience, reputation and ability of the attorney; (10) the undesirability of the  
24 case; (11) the nature and length of the professional relationship with the client; and (12) awards  
25 in similar cases. *Camden I Condominium Association, Inc. v. Dunkel* (11th Cir. 1991) 946 F.2d  
26 768, 772.

27 Each and every one of these factors favors the attorneys’ fees sought here; however,  
28 some of the most relevant factors to this Court’s fee determination will be addressed herein. The

award of attorneys' fees in the amount of \$248,500.00 (which is 35% of the Maximum Settlement Amount) is commensurate with the time, effort, and expense dedicated to the case, the contingent nature of Class Counsel's fee and the risks taken in commencing the case, the skill and determination required, the results that Class Counsel has achieved, and the value of the settlement that Class Counsel has obtained for the Class Members.

**1. Time & Labor.**

Class Counsel used its experience and skills, and dedicated the full extent of resources, to litigate and bring this matter to a successful conclusion on behalf of the Class. Moreover, as demonstrated in the supporting declaration, Class Counsel has extensive experience in the handling of class actions and complex litigation matters.<sup>62</sup>

As outlined in the Declaration of Edwin Aiwasian, Class Counsel has fully and actively participated in litigation of this case.<sup>63</sup> Prior to commencing the lawsuit, Class Counsel had conducted a significant amount of investigation into the factual and legal issues, Defendant's business, and its operations and employment policies, practices, and procedures.<sup>64</sup> During the litigation of the action, Class Counsel interviewed Plaintiff and other Class Members; propounded formal written discovery requests and reviewed Defendant's responses thereto; worked with Plaintiff to provide responses to discovery requests that were propounded by Defendant; reviewed and analyzed a large volume of information, documents, and data obtained from Plaintiff, Defendant, other sources; engaged in significant motion practice; and prepared damages/valuation calculations.<sup>65</sup> Class Counsel also met and conferred with Defendant's counsel over the issues relating to pleadings, case management, discovery, and production of documents and data, among other things; engaged in extensive settlement negotiations with Defendant's counsel; and prepared for and attended court proceedings, mediation, and settlement negotiations.<sup>66</sup>

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<sup>62</sup> Aiwasian Decl., ¶¶ 15-18.

<sup>63</sup> *Id.*, Exh. A.

<sup>64</sup> *Id.*, ¶ 6 & Exh. A.

<sup>65</sup> *Id.*, ¶ 6.

<sup>66</sup> *Ibid.*

Class Counsel has dedicated staffing and monetary resources necessary to prosecute this matter diligently and with maximum efficiency and has fully and actively participated in the litigation process. The Task and Time Chart, which is attached as EXHIBIT A to the accompanying Declaration of Edwin Aiwazian, sets forth in detail the hours that Class Counsel has spent performing tasks on behalf of Plaintiff, the Class, and PAGA Group Members.<sup>67</sup> 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 477.60 hours performing tasks and to obtain a significant recovery on behalf of Plaintiff, Class Members, the State of California, and PAGA Group Members.<sup>68</sup> These hours were required to bring this matter to its successful conclusion. In light of the value of time expended and the carrying of costs involved in litigating this case, the requested attorneys' fees are fair, adequate, and reasonable.

**2. The Skill Required to Perform Legal Services Properly.**

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

Class Counsel undertook significant investigation, analysis, and research prior to filing this case, during the litigation, and prior to mediation. Class Counsel took steps to prepare the matter for class certification and representative adjudication and had every intention of taking the case to trial on a class-wide basis if Defendant did not offer an appropriate class-wide settlement. Despite all of the obstacles that had to be overcome, as demonstrated in the Declaration of Edwin Aiwazian, Class Counsel used its extensive experience in the handling of class actions and

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<sup>67</sup> Aiwazian Decl., Exh. A.

<sup>68</sup> *Id.*, ¶ 11.

complex wage-and-hour litigation matters in order to obtain the Settlement with maximum efficiency.<sup>69</sup>

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

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

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

As a result of this litigation and extensive settlement negotiations, Defendant agreed to pay a Maximum Settlement Amount of \$710,000.00 to settle the matter. After deducting the attorneys' fees (\$248,500.00), litigation costs and expenses (\$24,502.95), Enhancement Payment (\$7,000.00), Administration Costs (\$11,000.00), and LWDA Payment (\$52,500.00) from the Maximum Settlement Amount, it is currently estimated that the Net Settlement Amount is approximately \$348,997.05.<sup>70</sup> The Net Settlement Amount will be fully distributed in accordance with the terms of the Settlement. The highest Individual Settlement Payment to a Settlement Class Member is currently estimated to be at least \$2,742.85 and the average Individual Settlement Payment is currently estimated to be at least \$310.42.<sup>71</sup> The highest

<sup>69</sup> Aiwazian Decl., ¶¶ 15-18.

<sup>70</sup> Phoenix Decl., ¶ 13; see n.5, *supra*.

<sup>71</sup> *Id.*, ¶ 14; see n.32, *supra*.

Individual PAGA Payment is currently estimated to be at least \$101.69 and the average Individual PAGA Payment is currently estimated to be at least \$31.93.<sup>72</sup> The Settlement offers significant monetary relief to the Settlement Class Members.

**4. Whether the Fee Is Fixed or Contingent.**

Plaintiff entered into a contingency fee agreement with Class Counsel, and the representation of the Class provided by Class Counsel has been wholly contingent. Class Counsel took on the case without knowing whether any recovery would be obtained. Class Counsel has invested 477.60 hours of time to obtain relief on behalf of Plaintiff, the Class, the State of California, and PAGA Group Members.<sup>73</sup> Class Counsel has also incurred litigation costs and expenses in the amount of \$24,502.95.<sup>74</sup>

Class Counsel has borne all the risks and costs of litigation and will not receive any compensation until recovery is obtained.<sup>75</sup> Class Counsel is well-experienced in wage-and-hour class action and complex litigation and used that experience to obtain a great result.<sup>76</sup> The skill and determination that Class Counsel has shown, along with the results obtained, justify the requested Attorneys' Fees and Litigation Costs. Considering the amounts requested, the work performed, and the risks incurred, the requested fees and costs are reasonable and should be awarded.

In determining the reasonableness of a fee award in a class action settlement, whether 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 the concomitant risk factors inherent in

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<sup>72</sup> Phoenix Decl., ¶ 15.

<sup>73</sup> Aiwasian Decl., ¶ 11, Exh. A.

<sup>74</sup> See Part VII, *infra*.

<sup>75</sup> Aiwasian Decl., ¶ 19.

<sup>76</sup> See *id.*, ¶¶ 15-18.

1 such an uncertain undertaking. Had Class Counsel not been successful, the time that Class  
2 Counsel has devoted to litigating the case would have been for naught and would not have  
3 produced any fee or any reimbursement of costs or expenses.

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

5 The results achieved, in light of the difficulties inherent in similar cases and the specific  
6 difficulties faced in this matter, are considerable. The Settlement has yielded a positive response  
7 from the Class—no Class Members objected to the Settlement.<sup>77</sup>

8 The court in *Camden* noted that, “a key element of the common fund case is that fees are  
9 [...] taken from the fund [...] and a common fund is itself the measure of success ... [and]  
10 represents the benchmark on which a reasonable fee will be awarded.” *Camden*, 946 F. 2d 768,  
11 fn. 28 (citing *Court Awarded Attorney Fees, Report of the Third Circuit Task Force* (October 8,  
12 1985) 108 F.R.D. 237 and Newberg, *Attorney Fee Awards* § 2.07 (1986)).

13 Here, the results achieved and obtained on behalf of Plaintiff, Class Members, and PAGA  
14 Group Members are reasonable in light of the risks inherent in further litigating this matter.  
15 Class Counsel’s efforts have resulted in a settlement that provides for a Maximum Settlement  
16 Amount of \$710,000.00.<sup>78</sup> The Maximum Settlement Amount will be fully paid out, in  
17 accordance with the terms of the Settlement Agreement. The highest Individual Settlement  
18 Payment to a Settlement Class Member is currently estimated to be at least \$2,742.85 and the  
19 average Individual Settlement Payment is currently estimated to be at least \$310.42.<sup>79</sup> The  
20 highest Individual PAGA Payment to a PAGA Group Member is currently estimated to be at  
21 least \$101.69 and the average Individual PAGA Payment is currently estimated to be at least  
22 \$31.93.<sup>80</sup>

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

24 Lawyers for Justice, PC is a recognized class action law firm that employed its attorneys’  
25 knowledge, skills, and experience in bringing this case to a successful conclusion. Class Counsel  
26 has years of complex and class action litigation experience, has recovered millions of dollars on

27 <sup>77</sup> Phoenix Decl., ¶¶ 8 & 0.

28 <sup>78</sup> Aiwasian Decl., ¶¶ 5-8.

<sup>79</sup> Phoenix Decl., ¶ 14; see n.32, *supra*.

<sup>80</sup> *Id.*, ¶ 15.

1 behalf of thousands of individuals in California, and has successfully handled numerous  
2 significant wage-and-hour class action and complex cases.<sup>81</sup>

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

6 While the percentage-of-the-benefit approach is endorsed as the better approximation of  
7 the workings of the marketplace than the lodestar approach, courts may also use the lodestar  
8 method to “cross-check” the results of the other. See *Laffitte, supra*, 1 Cal.5th at 505 (explaining  
9 that “[a] lodestar cross-check is simply a quantitative method for bringing a measure of the time  
10 spent by counsel into the trial court’s reasonableness determination”); see also, e.g., *Vizcaino*,  
11 290 F.3d at 1050 (“[W]hile the primary basis of the fee award remains the percentage method,  
12 the lodestar may provide a useful perspective on the reasonableness of a given percentage  
13 award.”). Importantly, “the lodestar calculation . . . does not override the trial court’s primary  
14 determination of the fee as a percentage” of the settlement amount and “does not impose an  
15 absolute maximum or minimum on the potential fee award.” *Laffitte, supra*, 1 Cal.5th at 505.

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

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

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

23 As discussed above, the case was highly contested and required a significant amount of  
24 time and labor. Defendant made it clear very early on that it disputed all of the allegations of the  
25 case and disputed that the matter was appropriate for class or representative treatment.  
26 Defendant raised affirmative defenses and denied liability, and the pursuit of this matter involved  
27 gathering and analyzing data not only from Defendant but also from Class Members. The  
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<sup>81</sup> Aiwazian Decl., ¶¶ 15-18.

1 handling of the case involved a great amount of effort, and also required and involved the  
2 exercise of a high level of skill, which Class Counsel has as a result of its extensive experience in  
3 employment class actions and complex wage-and-hour litigation. Long and difficult battles  
4 would have followed as the case moved toward certification and trial, including taking and  
5 defending depositions of Defendant's Person Most Knowledgeable designees, percipient  
6 witnesses, and experts, propounding additional discovery requests and conducting additional  
7 document production, and engaging in additional, extensive motion practice. As Class Counsel  
8 geared up for these battles, Class Counsel undertook intense preparation in an attempt to resolve  
9 the entire matter through mediation.

10 Class Counsel had to bring together a large volume of data and documents that were  
11 obtained from Defendant, Plaintiff, and through other sources. Class Counsel conducted  
12 extensive review and analysis of these documents and data to strategize the action and to prepare  
13 for and attend mediation and engage in settlement discussions.

14 As discussed above in Part VI.C.1, *infra*, attached to the Declaration of Edwin Aiwazian  
15 is a task and time chart that sets forth in detail the numerous tasks that Class Counsel performed  
16 on behalf of Plaintiff and the Class, and the time required for completing those tasks.<sup>82</sup> The chart  
17 demonstrates that Class Counsel has spent a total of 477.60 hours litigating the case and  
18 finalizing the Settlement.<sup>83</sup> In light of the facts and circumstances of the case, as well as the  
19 results that Class Counsel has achieved on behalf of Plaintiff, Class Members, and PAGA Group  
20 Members, Class Counsel has spent a reasonable number of hours on this matter. In addition,  
21 Class Counsel will continue to perform work on this matter through the date of final approval  
22 and in connection with the implementation of the Settlement.

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

25 Both California and federal courts recognize that attorneys should be compensated for  
26 providing representation on a contingency basis and for taking on the risks associated with said  
27

28 <sup>82</sup> See Aiwazian Decl., Exh. A.

<sup>83</sup> Aiwazian Decl., ¶ 11.

representation, as well as being provided with financial incentives to enforce important rights and protections like those at issue in this action. See *Ketchum, supra*, 24 Cal.4th at 1132-33. In awarding attorneys’ fees, the aim is to mirror “the established practice in the private legal market of rewarding attorneys for taking the risk of nonpayment by paying them a premium over their normal hourly rates for winning contingency cases.” See *id.*

Class Counsel has been actively involved in this case, prior to its commencement and all the way up to the present, and Class Counsel’s dedication to providing representation in this matter has precluded other employment. Here, Class Counsel bore the risk that, despite all of its efforts and skills employed, there may be no recovery. Ultimately, Class Counsel was successful in reaching a settlement of \$710,000.00.

As set forth in the Declaration of Edwin Aiwarzian, the professional backgrounds and experience of Class Counsel support a reasonable blended hourly rate of compensation of at least \$650 per hour for services provided by Class Counsel.<sup>84</sup> Lawyers for Justice, PC has been awarded attorneys’ fees, compensating the firm at the blended rate of at least \$650 for legal service performed, by courts of this state.<sup>85</sup> While the circumstances of every case is unique, the fact remains that the work performed and efforts undertaken by Class Counsel on behalf of the Class Members justify the requested attorneys’ fees.

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<sup>84</sup> Aiwarzian Decl., ¶ 12.

<sup>85</sup> For example, final approval of the class and representative action settlement in *David Dugan v. TEC Equipment, Inc., et al.* (Los Angeles Superior Court Case No. 19STCV01591) was granted on July 8, 2021, and the award of attorneys’ fees involved an hourly rate of \$936.47; final approval of the class and representative action settlement in *Larry Greenwood, et al. v. Scan Health Plan* (Los Angeles Superior Court Case No. BC715157) was granted on April 20, 2021, and the award of attorneys’ fees involved an hourly rate of \$919.57; final approval of the class action settlement in *Thereasa Carrozzella v. Basalite Concrete Products, LLC* (Sacramento County Superior Court Case No. 34-2017-00220214-CU-OE-GDS) was granted on February 21, 2020, and the award of attorneys’ fees involved an hourly rate of \$766.05; final approval of the class and representative action settlement in *Alice Rutledge, et al. v. Healthport Technologies, LLC* (Alameda County Superior Court Case No. RG16835813) was granted on June 11, 2019, and the award of attorneys’ fees involved an hourly rate of \$764.82; final approval of the class and representative action settlement in *Seth Swan v. Pace Supply Corp.* (Sonoma County Superior Court Case No. SCV258764) was granted on February 6, 2019, and the award of attorneys’ fees involved an hourly rate of \$855.96; final approval of the class and representative action settlement in *Stanley Bland, et al. v. Telecare Corporation* (Alameda County Superior Court Case No. RG16811450) was granted on November 21, 2018, and the award of attorneys’ fees involved an hourly rate of \$831.38; final approval of the class and representative action settlement in *Maryjo Ungerbuhler Anderson v. Boyett Petroleum* (Stanislaus County Superior Court Case No. 2020582) was granted on May 15, 2018, and the award of attorney’s fees involved an hourly rate of \$780.77; and final approval of the class and representative action settlement in *Demetrius Camarillo v. Blue Diamond Growers* (Sacramento County Superior Court Case No. 34-2015-00175871) was granted on June 30, 2017, and the award of attorneys’ fees involved an hourly rate of \$845.64. Aiwarzian Decl., ¶ 12.

1 Applying the rate of \$650 per hour to 477.60 hours would place a reasonable value of  
2 \$310,440.00, based on lodestar, for the work performed by Class Counsel. However, Class  
3 Counsel only seeks attorneys' fees in the amount of \$248,500.00, which is thirty-five percent  
4 (35%) of the total recovery, as provided for by the Settlement Agreement.

5 It also bears noting that a court may apply a multiplier in consideration for risk,  
6 efficiency, and/or obtaining a substantial result, to enhance the lodestar for purpose of cross-  
7 check. See *Ketchum*, 24 Cal.4th at 1133-34 (holding that a risk multiplier may be applied to  
8 compensate contingency fee attorneys at a fair market rate). Such an enhancement "mirrors the  
9 established practice in the private legal market of rewarding attorneys for taking the risk of  
10 nonpayment by paying them a premium over their normal hourly rates for winning contingency  
11 cases." *Vizcaino*, 290 F.3d at 1051; accord *Ketchum*, *supra*, 24 Cal.4th 1122, 1132-34. A risk  
12 multiplier also serves to bring the financial incentives for enforcing important rights "into line  
13 with incentives [attorneys] have to undertake claims for which they are paid on a fee-for-services  
14 basis." *Ketchum*, 24 Cal.4th at 1132. Courts have also approved fee awards with multipliers of 2  
15 and even higher. See, e.g., *City of Oakland v. Oakland Raiders* (1988) 203 Cal.App.3d 78  
16 (affirming a 2.34 multiplier without remand); *Wershba*, *supra*, 91 Cal.App.4th at 255  
17 ("Multipliers can range from 2 to 4 or even higher."); *Sutter Health Uninsured Pricing Cases*  
18 (2009) 171 Cal.App.4th 495, 512 (applying a 2.52 multiplier on a lodestar cross-check); *Chavez*,  
19 *supra*, 162 Cal.App.4th at 66 (applying a 2.5 multiplier in a consumer class action).

20 The lodestar method as a cross-check to the percentage figure sought strongly supports  
21 the reasonableness of the requested attorneys' fees. Accordingly, Plaintiff respectfully requests  
22 that the Court grant final approval of, and award, attorneys' fees in the amount of \$248,500.00 to  
23 Class Counsel.

24 **VII. COSTS TO BE REIMBURSED TO CLASS COUNSEL ARE FAIR AND**  
25 **REASONABLE AND SHOULD BE APPROVED.**

26 The Settlement provides for reimbursement of litigation costs and expenses of up to  
27 \$28,000.00. As set forth in the Declaration of Edwin Aiwazian, Class Counsel seeks  
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reimbursement of a total of \$24,502.95 in litigation costs and expenses incurred in this matter.<sup>86</sup> This amount was reasonable and necessary in the prosecution of the case and to obtain the Settlement, and is less than the maximum amount allocated under the Settlement Agreement.<sup>87</sup> The cost savings of \$3,497.05 will be part of the Net Settlement Amount, which will be distributed to the Settlement Class Members in accordance with the Settlement.<sup>88</sup> Accordingly, Plaintiff requests that the Court award litigation costs and expenses in the amount of \$24,502.95 to Class Counsel.

**VIII. THE ADMINISTRATION COSTS ARE FAIR AND REASONABLE, AND SHOULD BE APPROVED.**

As set forth in the accompanying Settlement Administrator Declaration, the total costs incurred and to be incurred by Phoenix for the notice and settlement administration process are \$11,000.00.<sup>89</sup> The costs incurred and to be incurred include, but are not limited to, expenses for formatting, printing, and mailing the Class Notice to the Class; performing skip-trace searches on Class Notices returned as undeliverable; re-mailing the Class Notices to any updated addresses located by skip-trace search; receiving, reviewing, and processing Requests for Exclusion, Objections, and Workweeks disputes (if any); handling inquiries from Class Members regarding the Settlement; calculating Individual Settlement Payments and Individual PAGA Payments and preparing the associated tax forms; and transmitting payments, among other things.<sup>90</sup>

Accordingly, the Court should grant final approval of payment to Phoenix, a necessary third-party for handling of the notice and settlement process, in the amount of \$11,000.00.

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

The Settlement provides for an Enhancement Payment in the amount of \$7,000.00 to Plaintiff Margaret Macedo to compensate Plaintiff for the time and effort that she expended on

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<sup>86</sup> Aiwazian Decl., ¶ 19.

<sup>87</sup> Ibid.

<sup>88</sup> Ibid.

<sup>89</sup> Phoenix Decl., ¶ 17.

<sup>90</sup> *Id.*, ¶ 2.

1 behalf of the Class, PAGA Group Members, and the State of California. The requested  
2 Enhancement Payment is both common and reasonable and should be awarded.

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

10 The requested Enhancement Payment is fair and appropriate because Plaintiff spent a  
11 substantial amount of time and effort producing relevant documents and past employment  
12 records, as well as providing the facts and evidence necessary to attempt to prove the allegations,  
13 including and not limited to, by way of working with Class Counsel to prepare responses to  
14 written discovery requests that were propounded by Defendant.<sup>91</sup> Plaintiff was available  
15 whenever Class Counsel needed her and actively tried to obtain, and gave, information that  
16 would facilitate the pursuit of the class and PAGA claims.<sup>92</sup> Plaintiff spent numerous hours  
17 speaking with Class Counsel about her claims, describing her work experiences with Defendant,  
18 and gathering and reviewing documents.<sup>93</sup> These services merit the requested Enhancement  
19 Payment to Plaintiff, who has not received any compensation for her efforts on behalf of the  
20 Class Members to date.<sup>94</sup>

21 The requested Enhancement Payment was fully disclosed in the Class Notice that was  
22 mailed to the Class Members. No objections were made with regards to the requested  
23 Enhancement Payment. Accordingly, it is appropriate and just for Plaintiff Margaret Macedo to  
24 receive \$7,000.00 as a reasonable Enhancement Payment for her services on behalf of Class  
25 Members, PAGA Group Members, and the State of California, in addition to her individual  
26 settlement payment under the Settlement.

27 <sup>91</sup> Aiwasian Decl., ¶ 20; Declaration of Margaret Macedo (“Macedo Decl.”), ¶¶ 3-5.

28 <sup>92</sup> Aiwasian Decl., ¶ 20; Macedo Decl., ¶¶ 3-5.

<sup>93</sup> Aiwasian Decl., ¶ 20; Macedo Decl., ¶¶ 2-6.

<sup>94</sup> Macedo Decl., ¶ 9.

**X. CONCLUSION**

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

Dated: January 6, 2023

**LAWYERS for JUSTICE, PC**

By:

  
\_\_\_\_\_  
Brian J. St. John  
*Attorneys for Plaintiff and the Class*