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

GEANEE COLEMAN, individually, and on
behalf of other members of the general public
similarly situated; CHELSEA HANSEN,
individually, and on behalf of other members
of the general public similarly situated, and
on behalf of other aggrieved employees
pursuant to the California Private Attorneys
General Act;

Plaintiffs,

vs.

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

Defendants.

Case Nos.: RG20063958

Honorable Noël Wise
Department 21

CLASS ACTION

**PLAINTIFFS' NOTICE OF MOTION
AND MOTION FOR FINAL APPROVAL
OF CLASS ACTION, ATTORNEYS' FEES
AND COSTS, AND ENHANCEMENT
PAYMENTS; MEMORANDUM OF
POINTS AND AUTHORITIES**

[Declaration of Class Counsel
(Joanna Ghosh); Declaration of Class
Representatives (Geanee Coleman and Chelsea
Hansen); Declaration of Settlement
Administrator (Mary Butler); and [Proposed]
Final Approval Order and Judgment filed
concurrently herewith

Date: April 12, 2024
Time: 9:00 a.m.

Department: 21

Complaint Filed: June 8, 2020
FAC Filed: August 21, 2020
SAC Filed: May 3, 2023

Trial Date: None Set

1 **PLEASE TAKE NOTICE** that on April 12, 2024, at 9:00 a.m., in Department 21 of the
2 above-entitled Court, located at 1221 Oak Street, Oakland, CA 94612, Plaintiffs Geanee
3 Coleman and Chelsea Hansen (“Plaintiffs”) will and hereby do move for an order granting final
4 approval of:

5 1. The First Amended Joint Stipulation of Class Action and PAGA Settlement
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 **\$710,574.65** will be fully distributed to
9 the Class Members who do not submit a valid and timely Request for Exclusion from
10 the Settlement (“Settlement Class Member”);
- 11 • **No Objections** to the Settlement were submitted to the settlement administrator,
12 Simpluris, Inc. (“Simpluris” or “Settlement Administrator”)
- 13 • **No Requests for Exclusion** were submitted to the Settlement Administrator

14 2. Payment in the amount of **\$525,000.00** 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 and also based on a
17 lodestar cross-check;

18 3. Payment in the amount of **\$11,425.35** to Class Counsel for reimbursement of
19 litigation costs and expenses;

20 4. Payment in the amount of **\$13,000.00** to the Settlement Administrator, for
21 Settlement Administration Costs;

22 5. Payment in the amount of \$7,500.00 each, to Plaintiffs Geanee Coleman and
23 Chelsea Hansen, as Enhancement Payments, for their time and effort in representing the Class;
24 and

25 6. Allocation of the penalties under the Private Attorneys General Act of 2004,
26 California Labor Code section 2698, *et seq.*, in the amount of **\$300,000.00**, of which seventy-five
27 percent (75%), or **\$225,000.00**, will be paid to the California Labor and Workforce Development
28

Agency (“LWDA Payment”), and twenty-five percent (25%), or **\$75,000.00**, will remain a part of the Net Settlement Amount for distribution to Settlement Class Members.

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

This Motion is based upon the following Memorandum of Points and Authorities; the Declaration of Class Counsel (Joanna Ghosh), Class Representatives (Geanee Coleman and Chelsea Hansen), and Settlement Administrator (Mary Butler of Simpluris) in support thereof; the pleadings and other records on file with the Court in this matter; and such evidence and oral argument as may be presented at the hearing on this Motion.

Dated: March 20, 2024

LAWYERS for JUSTICE, PC

By: _____



Brian J. St. John

Attorneys for Plaintiffs and the Class

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MEMORANDUM OF POINTS AND AUTHORITIES

I. SUMMARY OF MOTION

Plaintiffs Geanee Coleman and Chelsea Hansen (“Plaintiffs”) seek final approval of: (1) the Maximum Settlement Amount of \$1,500,000.00;¹ (2) attorneys’ fees in the amount of \$525,000.00, which is thirty-five percent (35%) of the Maximum Settlement Amount, and reimbursement of litigation costs and expenses in the amount of \$11,425.35 (“Attorneys’ Fees and Costs”) to Lawyers for Justice, PC (“Class Counsel”); (3) Settlement Administration Costs in the amount of \$13,000.00 to Simpluris, Inc. (“Simpluris” or “Settlement Administrator”); (4) Enhancement Payments in the amount of \$7,500.00 each, to Plaintiffs Geanee Coleman and Chelsea Hansen; and (5) allocation of \$300,000.00 for penalties under the Private Attorneys General Act of 2004, California Labor Code § 2698, *et seq.* (“PAGA Penalties”).

Plaintiffs seek relief on behalf of the following Class:

All current and former hourly-paid or non-exempt employees who worked for Defendant within the State of California at any time during the period of June 8, 2016 through October 31, 2021 (“Class” or “Class Members”).²

This matter involved ongoing investigations, formal and informal discovery, review and analysis of thousands of pages of documents and data in the course of litigation and mediation, and extensive settlement negotiations and mediation conducted by Jeffrey Krivis, Esq. This case has required 589.90 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.³

Plaintiffs move for final approval of the Enhancement Payments in the combined amount

¹ First Amended Joint Stipulation of Class Action and PAGA Settlement (“Amended Settlement Agreement”), §§ I.Q; Declaration of Mary Butler (“Simpluris Declaration” “Simpluris Decl.”) ¶ 16.

² Settlement Agreement, § I.D; § I.G. “Class Period” is defined as the period of time from June 8, 2016 through October 31, 2021.

³ Applying a modest multiplier of 1.12, the total enhanced lodestar fees are \$528,550.40, and Class Counsel seeks an attorneys’ fees award of \$525,000.00 (equal to 35% of the Maximum Settlement Amount).

1 of \$15,000.00, to compensate Plaintiffs for the time and effort that they expended spearheading
2 this lawsuit on behalf of the Class. Plaintiffs also move for final approval of the payment to the
3 Settlement Administrator in the amount of \$13,000.00 for Settlement Administration Costs.
4 Plaintiffs also move for final approval of the allocation of \$300,000.00 for the PAGA Penalties,
5 of which seventy-five percent (75%), or \$225,000.00 (“LWDA Payment”), will be paid to the
6 California Labor Workforce and Development Agency (“LWDA”) for its portion of the PAGA
7 Penalties, and twenty-five percent (25%), or \$75,000.00 will remain a part of the Net Settlement
8 Amount for distribution to Settlement Class Members.

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

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

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

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

2 Defendant Alegrecare, Inc. ("Defendant") was founded in 1993 and operates several
3 office locations within the Modesto and San Francisco Bay Area. Defendant is an agency
4 that provides senior care and elderly caregivers to in-home clients and facilities.
5 Many caregivers and home care aides provide daily living activities services to
6 various clients at different locations throughout northern California. Plaintiffs Geanee Coleman
7 and Chelsea Hansen are former employees of Defendant.

8 On June 8, 2020, Plaintiff Geanee Coleman filed a Class Action Complaint for Damages
9 ("Original Complaint") in the Alameda County Superior Court ("Court"), thereby commencing
10 the above-captioned lawsuit ("Action"). On December 17, 2020, Plaintiff filed a Class Action
11 Complaint for Damages in the Alameda County Superior Court ("Court"), thereby commencing
12 the above-captioned lawsuit ("Action").

13 On August 21, 2020, Plaintiff Coleman filed a First Amended Class Action Complaint
14 for Damages ("First Amended Complaint"), removing the eighth cause of action for Violation of
15 California Labor Code section 1174(d) (Failure to Keep Requisite Payroll Records). On March 5,
16 2021, Defendant filed its Answer to the First Amended Complaint.

17 On August 24, 2021, Plaintiff Chelsea Hansen provided written notice to the Labor
18 Workforce Development Agency ("LWDA") and Defendant, giving notice of her intent to pursue
19 civil penalties under the California Private Attorneys General Act, California Labor Code §
20 2698, *Et Seq.* (PAGA), on behalf of herself and the State of California.

21 On May 3, 2023, Plaintiffs Geanee Coleman and Chelsea Hansen filed a Second
22 Amended Class Action Complaint for Damages and Enforcement under the Private Attorneys
23 General Act, Cal. Labor Code §2698, *Et Seq.* (the "Operative Complaint" or "Second Amended
24 Complaint"), adding Plaintiff Chelsea Hansen and a PAGA cause of action and re-adding the
25 cause of action for Violation of California Labor Code section 1174(d).

26 Plaintiffs' core allegation is that Defendant has violated the California Labor Code by
27 engaging in a uniform practice and procedure, with respect to Plaintiffs and the Class Members,
28

1 of, *inter alia*, failing to pay minimum and overtime wages, failing to provide compliant meal and
2 rest periods and associated premium pay, failing to timely pay wages and associated waiting time
3 penalties, failing to provide compliant wage statements, and failing to reimburse necessary
4 business-related expenses, and thereby engaged in unfair business practices under the California
5 Business and Professions Code and conduct that gives to penalties recoverable under the Private
6 Attorneys General Act of 2004 (California Labor Code sections 2698, et seq.)(PAGA).

7 Defendant has denied, and continues to deny, any liability and wrongdoing of any kind
8 associated with any of the allegations in the Operative Complaint, and further denies that the
9 case is appropriate for class treatment or representative adjudication for any purpose other than
10 for settlement purposes only.

11 The Parties have actively litigated the Action since it was commenced on June 8, 2020.
12 On September 17, 2021, the Parties participated in a formal, full-day mediation conducted by
13 Jeffrey Krivis, Esq., a well-regarded mediator experienced in mediating complex labor and
14 employment matters. With the aid of the mediator's evaluation, the Parties ultimately reached the
15 Settlement described herein to resolve the Action in its entirety.

16 On August 14, 2023, Plaintiff filed a Motion for Preliminary Approval of Class
17 Action Settlement ("Motion for Preliminary Approval") and supporting documents seeking
18 approval of the Joint Stipulation of Class Action and PAGA Settlement ("Original Agreement")
19 entered into by and between Plaintiffs and Defendant (together,
20 the "Parties").

21 On September 21, 2023, the Court issued a tentative ruling which raised points of inquiry
22 regarding the Motion for Preliminary Approval and the Original Agreement ("September 21,
23 2023 Tentative Ruling") and requested supplemental briefing addressing the concerns outlined
24 by the Court.

25 Based on the Court's points of inquiry raised in the September 21, 2023 Tentative Ruling,
26 the Parties met and conferred and negotiated the First Amended Joint Stipulation of Class Action
27 and PAGA Settlement ("Settlement," "Amended Agreement," or "Amended Settlement")
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Agreement”), and on October 27, 2023 and November 3, 2023, Class Counsel filed supplemental briefing in support of the Motion for Preliminary Approval.

On November 3, 2023, the Court entered an Order Granting Plaintiffs’ Motion for Preliminary Approval of Class Action Settlement (“Preliminary Approval Order”), thereby preliminarily approving the terms of the Settlement, the Class Notice, and the proposed administration procedures and associated deadlines.

Plaintiff now moves for final approval of the Settlement, Attorneys’ Fees and Costs, Enhancement Payments, Settlement Administration Costs, and allocation for the PAGA Penalties.

III. SUMMARY OF THE SETTLEMENT TERMS AND PLAN OF DISTRIBUTION

Under the terms of the Amended Settlement Agreement, Defendant has agreed to pay a Maximum Settlement Amount of \$1,500,000.00 on a non-reversionary basis,⁴ and separately the amounts necessary to pay its Employer Taxes, via two (2) installment payments – an initial payment of one-half of the total Maximum Settlement Amount (i.e., \$750,000.00) (“First Installment”) plus Employer Taxes, and a second payment of the remaining one-half of the total Maximum Settlement Amount (i.e., \$750,000.00) (“Second Installment”).⁵ Within ten (10) calendar days of the Effective Date, Defendant shall provide the Settlement Administrator with the First Installment and the Employer Taxes.⁶ No later than nine (9) months after the Effective Date, Defendant shall provide the Settlement Administrator with the Second Installment.⁷ Subject to approval by the Court, the Net Settlement Amount will be calculated by deducting the following amounts from the Maximum Settlement Amount: (1) Attorneys’ Fees and Costs, consisting of attorneys’ fees in the amount of \$525,000.00 and reimbursement of litigation costs and expenses in the amount of \$11,425.35, to Class Counsel; (2) Enhancement Payments in the amount of \$7,500.00 each to Plaintiffs Geanee Coleman and Chelsea Hansen; (3) Settlement

⁴ Amended Settlement Agreement, § I.Q.

⁵ *Id.*, §§ VII.A-B.

⁶ *Id.*, § VII.A.

⁷ *Id.*, § VII.B.

Administration Costs in the amount of \$13,000.00 to Simpluris; and (4) PAGA Penalties in the amount of \$300,000.00.⁸ The Net Settlement Amount, which is estimated to be \$710,574.65, will be distributed to Settlement Class Members in accordance with the Amended Settlement Agreement, and there is no reversion to Defendant.⁹ The PAGA Penalties in the amount of \$300,000.00 will be distributed 75% (\$225,000.00) to the State of California and 25% (\$75,000.00) will be distributed as part of the Net Settlement Amount in accordance with the terms of the Amended Settlement Agreement.

The Settlement Administrator will calculate each Settlement Class Member's *pro rata* share of the Net Settlement Amount ("Settlement Share")¹⁰, in accordance with the Amended Settlement Agreement and as follows: the Settlement Administrator will determine the number of Workweeks worked by all Class Members during the Class Period ("Total Workweeks"), each Class Member's individual Workweeks will be divided by the Total Workweeks to yield his/her/their "Individual Percentage Allocation," and multiply each Class Member's Individual Percentage Allocation by the Net Settlement Amount to yield his/her/their estimated Settlement Share that he/shethey may be eligible to receive under the Settlement.¹¹

Class Members had forty-five (45) calendar days after the Settlement Administrator mails the Class Notice ("Response Deadline") to Class Members to submit a Request for Exclusion, submit a Workweek Dispute, and/or submit an objection.¹² The Response Deadline was January 12, 2024, which was then extended by five (5) calendar days, to January 17, 2024, for Class

⁸ Amended Settlement Agreement, §§ V.B.

⁹ This amount is higher than the amount stated in Paragraph 14 Simpluris Declaration because the Settlement Administrator's calculation assumes that Class Counsel will obtain litigation costs and expenses in the maximum amount of \$20,000.00, which is allocated under the Settlement. However, Class Counsel seek the amount of only \$11,425.35 for reimbursement of litigation costs and expenses, and the difference of \$8,574.65 will remain part of the Net Settlement Amount.

¹⁰ *Id.*, § VIII.A.

¹¹ *Id.*, § I.II. "Workweek(s)" is defined as to the number of weeks a Class Member worked for Defendant as a non-exempt or hourly-paid employee in California during the Class Period, which will be calculated by Defendant based on the Class Member's start and end dates of employment during the Class Period as a non-exempt or hourly-paid employee of Defendant in California, excluding any week(s) during which the Class Member did not work or was on a leave of absence. Each Class member shall be credited with at least one (1) Workweek; § VIII.B.1-3.

¹² *Id.*, §§ I.CC, I.DD, I.II, V.F, V.G, & V.I.

Members who were re-mailed the Class Notice.¹³ The Settlement Administrator has not received any written requests by a Class Member to exclude himself or herself from the Class Settlement (“Request for Exclusion”), written disputes (“Workweeks Dispute”) to Workweeks, or objections to the Class Settlement from Class Members.¹⁴

Each Settlement Share will be allocated as follows: one-fifth (1/5) wages (the “Wage Portion”) and four-fifths (4/5) interest, penalties, and non-wage damages (“Non-Wage Portion”).¹⁵ The Wage Portion will be reported on an IRS Form W-2 and the Non-Wage Portion will be reported on an IRS Form 1099 (if applicable) by the Settlement Administrator.¹⁶ The Settlement Administrator will withhold the employee’s share of taxes and withholdings with respect to the Wages Portion of the Settlement Share, and issue checks to Settlement Class Members for their Individual Settlement Payment (i.e., payment of their Settlement Share net of these taxes and withholdings).¹⁷ The Settlement Administrator will not undertake any withholding with respect to the Non-Wage Portion of Settlement Share.¹⁸ Employer Taxes will be paid separately and in addition to the Maximum Settlement Amount.¹⁹

The Settlement Administrator shall distribute the following payments: Within fifteen (15) calendar days of the funding of the Second Installment: Individual Settlement Payments to Settlement Class Members, Attorneys’ Fees and Costs to Class Counsel, Enhancement Payments to Plaintiffs, the LWDA Payment to the LWDA, and Settlement Administration Costs to itself.²⁰

Any and all Individual Settlement Payment checks issued to Settlement Class Members will remain valid for one hundred and eighty (180) calendar days from the date of mailing.²¹ Thereafter, Individual Settlement Payment checks that are not cashed, deposited, or otherwise negotiated within the 180-day period will be canceled. The funds associated with such cancelled

¹³ Simpluris Decl., ¶ 11.

¹⁴ *Id.*, ¶¶ 12-14.

¹⁵ Amended Settlement Agreement, § VIII.C.

¹⁶ *Ibid.*

¹⁷ *Ibid.*

¹⁸ *Ibid.*

¹⁹ *Id.*, § VIII.D.

²⁰ *Id.*, § VII.C.

²¹ *Id.*, § VIII.H.

checks will be' distributed in accordance with Code of Civil Procedure Section 384 to Legal Aid at Work.²²

IV. THE SETTLEMENT ADMINISTRATION PROCESS

The Court-appointed Settlement Administrator, Simpluris, has taken all necessary steps to effectuate the notice and settlement administration process, as set forth in the Court's November 6, 2023 Preliminary Approval Order.

On November 3, 2023, Simpluris received the Court-approved text for the Class Notice.²³

On November 8, 2023, Simpluris received a mailing list from Defendant's counsel that contained each Class Members's last known full name, last known address, last known telephone number, Social Security number and employee ID number, start and end dates of employment as a non-exempt or hourly- paid employee of Defendant in California during the Class Period, Workweeks, and such other information as may be necessary for the Settlement Administrator to independently calculate and review the Workweeks attributed to each Class Member ("Class Data").²⁴ The Class Data contained information for one thousand and forty-six (1,046) individuals identified as Class Members.²⁵ Simpluris processed the names and addresses through the National Change of Address Database ("NCOA") and updated the Class Data with any updated addresses located.²⁶

On November 28, 2023, Simpluris mailed the Class Notice via U.S. first class mail to one thousand and forty-six (1,046) individuals identified as Class Members in the Class Data and List.²⁷

As of the date of this Motion, twelve (12) Class Notices were returned with a forwarding address.²⁸ Simpluris performed a skip-trace search on the one hundred and seventy-one (171) Class Notices that were returned to Simpluris without forwarding addresses, located an updated

²² Amended Settlement Agreement, § VIII.H.

²³ Simpluris Decl., ¶ 5.

²⁴ *Id.*, ¶ 6.

²⁵ *Ibid.*

²⁶ *Id.*, ¶ 7.

²⁷ *Id.*, ¶ 8.

²⁸ *Id.*, ¶ 9.

1 address for one hundred and fifty-three (153) Class Members, and promptly re-mailed the Class
2 Notice to the updated addresses.²⁹ Ultimately, there are eighteen (18) Class Notices that remain
3 undeliverable.³⁰

4 As of the date of this Motion, the Settlement Administrator has not received any Requests
5 for Exclusions, objections to the Class Settlement, or Workweek Disputes.³¹

6 To date, there are three hundred ninety-five (1,046) Class Members who did not submit a
7 timely and valid Request for Exclusion, and are therefore, deemed to be Settlement Class
8 Members, representing 100% of the class.³² Pursuant to the terms of the Settlement, the Net
9 Settlement Amount of approximately \$710,574.65 will be distributed to Settlement Class
10 Members, and the 25% share of the PAGA Penalties of in the amount of \$75,000.00 .³³ The
11 highest Individual Settlement Payment is currently estimated to be at least \$3,579.50 and the
12 average Individual Settlement Payment is currently estimated to be at least \$671.13.³⁴

13 **V. THE COURT SHOULD GRANT FINAL APPROVAL OF THE CLASS ACTION**
14 **SETTLEMENT.**

15 The trial court has broad discretion to determine whether a class action settlement is fair
16 and reasonable. *Chavez v. Netflix, Inc.* (2008) 162 Cal.App.4th 43, 52. To determine whether
17 the settlement is fair and reasonable, courts consider relevant factors such as:

18 the strength of plaintiffs' case, the risk, expense, complexity and likely duration
19 of further litigation, the risk of maintaining class action status through trial, the
20 amount offered in settlement, the extent of discovery completed and the stage of
21 the proceedings, the experience and views of counsel, the presence of a
22 governmental participant, and the reaction of the class members to the proposed
23 settlement.

24 ²⁹ Simpluris Decl., ¶ 9.

25 ³⁰ *Ibid.*

26 ³¹ *Id.*, ¶¶ 12-14.

27 ³² *Id.*, ¶ 12.

28 ³³ *Id.*, ¶ 16; see also, n.9, *supra*.

³⁴ *Id.*, ¶ 16. The actual average and highest will be larger than the amounts stated in the Simpluris Declaration because the Net Settlement Amount is larger due to Class Counsel's request for reimbursement of litigation costs and expenses in an amount that is less than \$20,000.00 (the difference between the amount sought and the amount authorized under the Settlement, \$8,574.65, will be part of the Net Settlement Amount). See n.9, *supra*.

1 *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1801. “The list of factors is not exclusive
2 and the court is free to engage in a balancing and weighing of the factors depending on the
3 circumstances of each case.” *Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 245.
4 “Due regard should be given to what is otherwise a private consensual agreement between the
5 parties.” *Dunk, supra*, 48 Cal.App.4th at 1801.

6 The proponent of the settlement has the burden to show that it is fair and reasonable.
7 *Wershba, supra*, 91 Cal.App.4th at 245. At the final approval stage, a presumption of fairness
8 exists where, as here: “(1) the settlement is reached through arm’s-length bargaining; (2)
9 investigation and discovery are sufficient to allow counsel and the court to act intelligently; (3)
10 counsel is experienced in similar litigation; and (4) the percentage of objectors is small.” *Dunk,*
11 *supra*, 48 Cal.App.4th at 1802. In reviewing a class settlement, the court need not reach any
12 ultimate conclusions on the issues of fact and law that underlie the merits of the dispute.
13 *7-Eleven Owners for Fair Franchising v. Southland Corp.* (2000) 85 Cal.App.4th 1135, 1146.
14 The inquiry is not whether the settlement agreement is the best one that class members could
15 have possibly obtained, but whether the settlement, taken as a whole, is “fair, adequate, and
16 reasonable.” *Chavez v. Netflix, Inc.* (2008) 162 Cal.App.4th 43, 55. A settlement need not
17 obtain 100 percent of the damages sought in order to be fair, reasonable, and ultimately,
18 meaningful. *Wershba, supra*, 91 Cal.App.4th at 251. Even if the proposed settlement affords
19 relief that is substantially narrower than it would be if the case were to be successfully litigated,
20 that is no bar to a class settlement because the public interest may indeed be served by a
21 voluntary settlement in which each side gives ground in the interest of avoiding prolonged
22 litigation. *Ibid*.

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

25 Prior to reaching the Settlement, the Parties investigated the veracity, strength, and scope
26 of the claims, and were preparing for class certification and trial prior to reaching the
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1 Settlement.³⁵ The parties conducted significant investigation and extensive formal and informal
2 discovery regarding the facts of the case, exchanging thousands of pages of information,
3 documents, and data obtained from Plaintiff, Defendant, and other sources.³⁶ Class Counsel
4 propounded multiple sets of written discovery requests in various forms and prepared and served
5 numerous deposition notices.³⁷ The volume of information, documents, and data reviewed and
6 analyzed by Class Counsel included, and were not limited to: employment records of Plaintiffs, a
7 detailed sampling of Class Members' time and pay data, earning statements, and Defendant's
8 operations and employment practices, policies, and procedures documents, among other
9 information and documents.³⁸ Class Counsel also developed damages, violation, and penalties
10 valuation models in connection with the mediation and settlement negotiations, and met and
11 conferred with Defendant's counsel on numerous occasions, e.g., to discuss issues relating to the
12 pleadings, case management, court proceedings, formal and informal discovery, the production
13 of documents and data in the course of litigation and mediation and settlement negotiations, and
14 mediation and settlement negotiations.³⁹ Class Counsel also engaged in case strategy and
15 analysis; drafting, reviewing, and revising the pleadings, motion-related papers, the mediation
16 brief, and settlement-related papers; claims assessment; preparing for and attending court
17 proceedings; and preparing for and participating in mediation and settlement negotiations, among
18 other tasks.⁴⁰

19 After conducting significant formal and informal discovery and investigation into the
20 facts of the case, the Parties participated in a formal, full-day mediation conducted by Jeffrey
21 Krivis, Esq., a well-regarded mediator experienced in mediating complex labor and employment
22 matters.⁴¹ Prior to and during mediation and settlement discussions, the Parties exchanged
23 information and data, and discussed various aspects of the case, including and not limited to, the

24 ³⁵ Declaration of Joanna Ghosh ("Ghosh Decl."), ¶ 6.

25 ³⁶ Ibid.

26 ³⁷ Ibid.

27 ³⁸ Ibid.

28 ³⁹ Ibid.

⁴⁰ Ibid.

⁴¹ *Id.*, ¶ 8.

1 risks and delays of further litigation, the risks and expenses to the Parties of proceeding with
2 class certification, representative adjudication, and trial; the law relating to class certification,
3 manageability, off-the-clock theory, rounding, regular rates of pay, meal and rest periods
4 (including *inter alia*, on premises breaks and meal waivers), expense reimbursements,
5 exemptions, domestic workers and caregiver laws, representative PAGA claims and penalties,
6 and wage-and-hour law and enforcement; Defendant's financial condition; the evidence
7 produced and analyzed; and the possibility of appeals, among other things.⁴² During all
8 settlement discussions, the parties conducted their negotiations at arm's length in an adversarial
9 position.⁴³ Arriving at a settlement that was acceptable to the parties was not easy.⁴⁴ Defendant
10 and its counsel felt very strongly about Defendant's ability to prevail on the merits and to avoid
11 class certification and representative adjudication.⁴⁵ Meanwhile, Plaintiffs and Class Counsel
12 disagreed with these contentions and believed that they would be able to obtain class certification
13 and prevail at trial.⁴⁶ After conducting significant formal and informal discovery and
14 investigations, extensive settlement negotiations, and with the aid of the mediator's evaluation,
15 the parties agreed that the matter was well-suited for settlement given the legal issues relating to
16 Plaintiffs' principal claims, as well as the costs and risks to the parties that would attend further
17 litigation.⁴⁷

18 The Settlement takes into account the strengths and weaknesses of each side's position
19 and the uncertainty of how the case might have concluded at certification, trial, and/or appeals.
20 Class Counsel had the opportunity to interview, and obtain information from Plaintiffs and other
21 Class Members.⁴⁸ Class Counsel also reviewed and analyzed a large volume of information,
22 documents, and data produced by Defendant and obtained through other sources, and performed
23 significant research into the applicable law, which is evolving as it relates to class certification,

24 ⁴² Ghosh Decl., ¶ 8.

25 ⁴³ Ibid.

26 ⁴⁴ Ibid.

27 ⁴⁵ Ibid.

28 ⁴⁶ Ibid.

⁴⁷ Ibid.

⁴⁸ Ibid.

manageability off-the-clock theory, rounding, regular rates of pay, meal and rest periods, meal waivers, expense reimbursements, exemptions, domestic worker and caregiver laws, representative PAGA claims and penalties, wage-and-hour enforcement, Plaintiffs' claims and allegations, and Defendant's defenses thereto, as well as facts discovered.⁴⁹ The Settlement was based on this large volume of facts, evidence, and investigation.⁵⁰ Additionally, Class Counsel has extensive experience in handling complex wage-and-hour cases, including significant experience in employment class action litigation.⁵¹

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

The Settlement, which provides for a Maximum Settlement Amount of \$1,500,000.00, represents a fair, adequate, and reasonable resolution of the case, given the risks inherent in litigating the claims through certification proceedings, trial, and/or appeals.⁵² 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 preparing for mediation and conducting ongoing settlement negotiations.⁵³ 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 Plaintiffs' 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 Plaintiffs' claims on a class-wide or representative basis. Additionally, preparation for trial would have been expensive for all parties.

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⁴⁹ Ghosh Decl., ¶ 7.

⁵⁰ *Id.*, ¶¶ 6 & 8.

⁵¹ *Id.*, ¶¶ 14-18.

⁵² *Id.*, ¶¶ 9 & 21.

⁵³ *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. The risks of further litigation include a
7 determination that the claims are unsuitable for class treatment and/or representative
8 adjudication, failure to obtain certification, class de-certification after certification of a class,
9 allowing a jury to decide the claims asserted in the case, and the real possibility of no recovery
10 after years of litigation, especially in light of Defendant's financial condition. Additionally, the
11 parties were moving into the phase of the litigation where they would have to conduct a
12 significant amount of additional discovery, including and not limited to, depositions of
13 Defendant's Person Most Knowledgeable designees, expert witnesses, and percipient witnesses,
14 such as managers, supervisors, and other current and former employees throughout the State of
15 California. Formal Discovery, and disputes in connection with formal discovery, would have
16 cost the parties additional time and money. In contrast, the Settlement provides real and
17 significant benefits for the Class, and State of California here and now, while avoiding the
18 further expenses, risks, and delay of prolonged litigation with only the possibility of recovery.

19 It would be grossly inefficient for the members of the Class (consisting of approximately
20 1,046 current and former employees) to bring individual actions to recover from Defendant for
21 the alleged violations of wage-and-hour laws. Moreover, the potential individual recovery that
22 could be obtained by a Class Member would not be significant enough to provide him or her
23 with the incentive to sue. By granting final approval of the Settlement, the Court can approve a
24 resolution that provides a certain and 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 \$1,500,000.00,
27 represents a fair, reasonable, and adequate resolution of the case. The Settlement was calculated
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1 using information and data uncovered through extensive case investigation, formal and informal
2 discovery, and the exchange of information in the course of litigation and mediation and
3 settlement negotiations. The Settlement takes into account the potential risks and rewards
4 inherent in any case and, in particular, in this case. Moreover, considering all of the facts in the
5 case, the Maximum Settlement Amount represents a considerable recovery.

6 Even after deducting attorneys' fees in the amount of \$525,000.00, litigation costs and
7 expenses in the amount of \$11,425.35, Enhancement Payments in the total amount of
8 \$15,000.00, Settlement Administration Costs in the amount of \$13,000.00, and PAGA Penalties
9 in the amount of \$300,000.00 from the Maximum Settlement Amount of \$1,500,000.00, the Net
10 Settlement Amount is currently estimated to be \$710,574.65.⁵⁴ Under the Amended Settlement
11 Agreement, the Maximum Settlement Amount will be fully paid out without any reversion to
12 Defendant, in accordance with the terms of the Settlement. As discussed in Section III, *supra*,
13 each Settlement Class Member will be paid a *pro rata* share of the Net Settlement Amount,
14 based on the number of Workweeks credited to him or her. To date, there are one thousand and
15 forty-six (1,046) Settlement Class Members, representing 100% of the Class.⁵⁵ The highest
16 Individual Settlement Payment to a Settlement Class Member is currently estimated to be
17 \$3,579.50 and the average Individual Settlement Payment is currently estimated to be \$671.13.⁵⁶
18 These are significant individual recoveries, particularly in light of the risks of litigation.

19 At the final approval stage, "[a]n allocation formula need only have a reasonable, rational
20 basis [to warrant approval], particularly if recommended by experienced and competent class
21 counsel." *In re American Bank Note Holographics, Inc., Securities Litigation* (S.D.N.Y. 2001)
22 127 F.Supp.2d 418, 429-30. The *pro rata* allocation here is a fair and reasonable way to
23 distribute the Net Settlement Amount. In light of the above considerations, Class Counsel
24 believes that the Settlement as a whole is fair, reasonable, and adequate, and in the best interest

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26 _____
⁵⁴ Simpluris Decl., ¶ 16; see n.9, *supra*.

27 ⁵⁵ *Id.*, ¶ 15.

28 ⁵⁶ *Id.*, ¶ 17; see n.38, *supra*.

of the Class Members and State of California.⁵⁷ Although the recommendations of Class Counsel is 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.⁵⁸ 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.⁵⁹ Both parties' counsel were capable of assessing the strengths and weaknesses of the 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 or opted out of the Settlement.*⁶⁰ Specifically, no objections have been made as to the Maximum Settlement Amount or requested Attorneys' Fees and Costs, Enhancement Payments, Settlement Administration Costs, and allocation for the 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,

⁵⁷ Ghosh Decl., ¶ 21.

⁵⁸ *Id.*, ¶¶ 14-18.

⁵⁹ *Ibid.*

⁶⁰ *Simpluris Decl.*, ¶¶ 12 & 13.

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 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.

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“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 contingency fees in a range, up to 40 percent, 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, 34.⁶¹ 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 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.

⁶¹ 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 When the case was originally filed, not only was it inescapably contingent, but the
2 prospect of a long, drawn-out battle with Defendant represented by experienced counsel, was
3 almost a certainty. By taking on this “battle” on a contingency basis, Class Counsel risked
4 substantial economic loss if the results were not successful. This substantial risk is the reason
5 that the courts approve the use of the percentage method when a settlement is obtained by the
6 efforts of class counsel. See *Vizcaino v. Microsoft* (9th Cir. 2002) 290 F.3d 1043, 1048-49
7 (discussing the risks of engaging in litigation without certainty of compensation).

8 Under the terms of the Amended Settlement Agreement, Defendant will pay a Maximum
9 Settlement Amount of \$1,500,000.00 on a non-reversionary basis. The requested attorneys’ fees
10 are thirty-five percent (35%) of the total value of the monetary settlement. In light of Class
11 Counsel’s successful prosecution and resolution of the case, the requested attorneys’ fees are
12 appropriate and reasonable.

13 Compensating class counsel in class litigation on a percentage basis makes good sense
14 because: (1) it is consistent with the private marketplace where contingent fee attorneys are
15 customarily compensated on such a basis; (2) it aligns the interests of class counsel and absent
16 class members in achieving the maximum possible resolution of the case; and (3) it encourages
17 the most efficient and expeditious resolution of the litigation by providing an incentive for early,
18 yet reasonable, settlement. The requested attorneys’ fees in this matter satisfy all of those factors
19 such and should be approved on a percentage basis.

20 The percentage method is consistent with, and is intended to mirror, the practice in the
21 private marketplace where contingent-fee attorneys typically negotiate percentage-fee
22 arrangements with their clients. A named plaintiff’s agreement to pay a contingent fee is
23 powerful evidence of a reasonable fee. One of the best ways to demonstrate the value of
24 counsel’s work to the class is to review the consideration agreed to be paid by the named
25 plaintiff. If the named plaintiff has employed counsel on a contingency-fee basis, it would
26 indeed be inequitable for the members of the class, who will enjoy the benefits of the settlement
27 without incurring the risks of bringing the claim, to pay less than the named plaintiff. In this
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case, Plaintiffs have agreed to contingency-fee agreements of at least thirty-five percent (35%) of the recovery.⁶²

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

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

Class Counsel has obtained a substantial recovery on behalf of Plaintiffs, the Class, and the State of California and the results achieved justify an attorneys’ fees award that is the equivalent of the standard market fee and that is consistent with the entered into by and between Plaintiffs and Class Counsel. Thus, the requested attorneys’ fees are appropriate.

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

In *Camden I Condominium Association, Inc. v. Dunkel*, the court identified twelve factors to be considered in determining whether fee awards are reasonable: (1) the time and labor required; (2) the novelty and difficulty of the questions involved; (3) the skill required to perform

⁶² Ghosh Decl., ¶ 9.

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

8 Each and every one of these factors favors the attorneys' fees sought here; however,
9 some of the most relevant factors to this Court's fee determination will be addressed herein. The
10 award of attorneys' fees in the amount of \$525,000.00 (which is 35% of the Maximum
11 Settlement Amount) is commensurate with the time, effort, and expense dedicated to the case,
12 the contingent nature of Class Counsel's fee and the risks taken in commencing the case, the skill
13 and determination required, the results that Class Counsel has achieved, and the value of the
14 settlement that Class Counsel has obtained for the Class Members.

15 **1. Time & Labor.**

16 Class Counsel used its experience and skills, and dedicated the full extent of resources, to
17 litigate and bring this matter to a successful conclusion on behalf of the Class. Moreover, as
18 demonstrated in the supporting declaration, Class Counsel has extensive experience in the
19 handling of class actions and complex litigation matters.⁶³

20 As outlined in the Declaration of Joanna Ghosh, Class Counsel has fully and actively
21 participated in litigation of this case.⁶⁴ Prior to commencing the lawsuit, Class Counsel had
22 conducted a significant amount of investigation into the factual and legal issues, Defendant's
23 business and its operations, and employment policies, practices, and procedures. Class Counsel
24 engaged in the review and analysis of thousands of pages of information, documents, and data
25 obtained from Defendant, Plaintiffs, and other sources.⁶⁵ Class Counsel also researched

26 ⁶³ Ghosh Decl., ¶¶ 15-18.

27 ⁶⁴ *Id.*, Exh. A.

28 ⁶⁵ *Ibid.*

1 applicable law, developed damages, violation, and penalties valuation models, and met and
2 conferred with Defendant's counsel on numerous occasions e.g., to discuss issues relating to the
3 pleadings, case management, motion practice, informal discovery, and production of documents
4 and data in the course of litigation and mediation and settlement negotiations.⁶⁶ Class Counsel
5 also drafted the pleadings, motion-related papers, mediation brief, and settlement-related papers,
6 and prepared for and attended court proceedings and mediation and settlement negotiations,
7 among other tasks.⁶⁷

8 Counsel has dedicated staffing and monetary resources necessary to prosecute this matter
9 diligently and with maximum efficiency and has fully and actively participated in the litigation
10 process. The Attorney Task and Time Chart, which is attached as "**EXHIBIT A**" to the
11 accompanying Declaration of Joanna Ghosh, sets forth in detail the hours that attorneys at
12 Lawyers for Justice, PC have spent performing tasks on behalf of Plaintiffs, the Class, and the
13 State of California.⁶⁸ The Attorney Task and Time Chart is thorough and comprehensive, and
14 was prepared so that the Court can peruse it without having to set forth each and every task in the
15 body of this Motion. The Court is respectfully referred to the Task and Time Chart, which sets
16 forth the history of the work performed by Class Counsel, commencing with the pre-filing
17 analysis and research, and continuing up to settlement and final approval. Attorneys at Lawyers
18 for Justice, PC have spent **589.90 hours** performing tasks and to obtain a significant recovery on
19 behalf of Plaintiffs and the Class.⁶⁹ These hours were required to bring this matter to its
20 successful conclusion. In light of the value of time expended and the carrying of costs involved
21 in litigating this case, the requested attorneys' fees are fair, adequate, and reasonable.

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

23 The skill required to properly litigate the case is evident not only in the results achieved,
24 but in the steps necessary to reach the same. Defendant retained well-respected counsel to
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26 ⁶⁶ Ghosh Decl., Exh. A.

27 ⁶⁷ Ibid.

28 ⁶⁸ Ibid.

⁶⁹ *Id.*, ¶ 11.

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. Plaintiffs 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
5 this case, during the litigation, and in connection with during mediation and settlement
6 negotiations. Class Counsel took steps to prepare the matter for class certification and
7 representative adjudication and had every intention of taking the case to trial on a class-wide
8 basis if Defendant did not offer an appropriate class-wide settlement. Despite all of the obstacles
9 that had to be overcome, as demonstrated in the Declaration of Joanna Ghosh, Class Counsel
10 used its extensive experience in the handling of class actions and complex wage-and-hour
11 litigation cases in order to obtain the Settlement with maximum efficiency.⁷⁰

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

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

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

27 _____
28 ⁷⁰ Ghosh Decl., ¶¶ 15-18.

As a result of this litigation and extensive settlement negotiations, Defendant agreed to pay a Maximum Settlement Amount of \$1,500,000.00 to settle the matter. After deducting the attorneys' fees (\$525,000.00), litigation costs and expenses (\$11,425.35), Total Enhancement Payments (\$15,000.00), Settlement Administration Costs (\$13,000.00), and LWDA Payment (\$225,000.00) from the Maximum Settlement Amount, it is currently estimated that the Net Settlement Amount is approximately \$710,574.65.⁷¹ The Net Settlement Amount will be fully distributed to Settlement Class Member in accordance with the terms of the Settlement. The highest Individual Settlement Payment to a Settlement Class Member is currently estimated to be \$3,579.50 and the average Individual Settlement Payment is currently estimated to be \$671.13.⁷² The Settlement offers significant monetary relief to the Settlement Class Members.

4. Whether the Fee Is Fixed or Contingent.

Plaintiffs entered into contingency-fee agreements 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 **589.90 hours** of time to obtain relief on behalf of Plaintiffs, the Class, and the State of California.⁷³ Class Counsel has also incurred litigation costs and expenses in the amount of \$11,425.35.⁷⁴

Class Counsel has borne all of the risks and costs of litigation and will not receive any compensation until recovery is obtained.⁷⁵ Class Counsel is well-experienced in wage-and-hour class action and complex litigation and used that experience to obtain a great result.⁷⁶ 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.

⁷¹ Simpluris Decl., ¶ 16; see n.9, *supra*.

⁷² *Id.*, ¶ 17; see n.9, *supra*.

⁷³ Ghosh Decl., ¶ 11, Exh. A.

⁷⁴ See Part VII, *infra*.

⁷⁵ Ghosh Decl., ¶ 19.

⁷⁶ See *id.*, ¶¶ 14-18.

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—not a single Class Member objected to or opted out of the Class Settlement.⁷⁷

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 Plaintiffs, the Class, and the State of California 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 Maximum Settlement Amount of \$1,500,000.00.⁷⁸ The Maximum Settlement Amount will be fully paid out, in accordance with

⁷⁷ Simpluris Decl., ¶¶ 12 & 13.

⁷⁸ Ghosh Decl., ¶¶ 4-9.

the terms of the Amended Settlement Agreement. The highest Individual Settlement Payment to a Settlement Class Member is currently estimated to be \$3,579.50 and the average Individual Settlement Payment is currently estimated to be \$671.13.⁷⁹

6. The Reputation and Ability of the Attorneys.

Lawyers for Justice, PC is a recognized class action law firm that employed its attorneys' knowledge, skills, and experience in bringing this case to a successful conclusion. Class Counsel has years of complex and class action litigation experience, has recovered millions of dollars on behalf of thousands of individuals in California, and has successfully handled numerous significant wage-and-hour class action and complex cases.⁸⁰

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

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

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

⁷⁹ Simpluris Decl., ¶ 17; see n.9, *supra*.

⁸⁰ Ghosh Decl., ¶¶ 14-18.

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

Class Counsel had to bring together thousands of pages of information, data, and documents obtained from Plaintiffs, Defendant, and through other sources. Class Counsel conducted extensive review and analysis of the information, documents, and data to strategize the action and to prepare for mediation and engage in settlement discussions.

⁸¹ See Ghosh Decl., Exh. A.

Justice PC have spent a total of **589.90 hours** litigating the case and finalizing the Settlement.⁸² In light of the facts and circumstances of the case, as well as the results that Class Counsel has achieved on behalf of Plaintiffs, the Class Members, and the State of California, Class Counsel has spent a reasonable number of hours on this matter. In addition, Class Counsel will continue to perform work on this matter through the date of final approval and in connection with the implementation of the Settlement.

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

Both California and federal courts recognize that attorneys should be compensated for providing representation on a contingency basis and for taking on the risks associated with said representation, as well as being provided with financial incentives to enforce important rights and protections like those at issue in this action. See *Ketchum, supra*, 24 Cal.4th at 1132-33. In 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 case 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 \$1,500,000.00.

As set forth in the Declaration of Joanna Ghosh, the work performed in this matter, the background of Lawyers for Justice, PC, as well as the individual backgrounds, training, and experience of the attorneys who worked on this matter, support a reasonable hourly rate of compensation of at least \$800 per hour for services provided by Class Counsel.⁸³ Lawyers for Justice, PC has been awarded attorneys' fees, compensating the firm at the rate of at least \$800

⁸² Ghosh Decl., ¶ 11.

⁸³ *Id.*, ¶ 12.

per hour for legal service performed, by courts of this state.⁸⁴ 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.

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

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

Courts frequently apply multipliers to enhance the lodestar to reflect the risks involved, the complexity of the litigation, and the other relevant facts. *Vizcaino*, 290 F.3d at 1051; *Graham v. DaimlerChrysler Corp.* (2004) 34 Cal.4th 553, 579 ("One of the most common fee enhancers [...] is for contingency risk."). Such an enhancement "mirrors 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." *Vizcaino*, 290 F.3d at 1051; *accord Ketchum*, 24 Cal.4th at 1132-33. A risk multiplier also serves to bring the financial incentives for enforcing important rights "into line with incentives [attorneys] have to undertake claims for which they are paid on a fee-for-services basis." *Ketchum*, 24 Cal. 4th at 1132.

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

- The time and labor required
- The skill requisite to perform the legal services properly
- The preclusion of other employment by the attorney due to the acceptance of the case
- The contingent nature of the fee

⁸⁴ Ghosh Decl., ¶ 12.

- The amount involved and results obtained
- The experience, reputation, and ability of the attorney
- Awards in similar cases

Ketchum at 1134.

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

As discussed above, this was a highly-contested matter which required an extensive amount of time and labor. Defendant raised defenses and denied liability, and the Action involved gathering and analyzing documents and data not only from Defendant but also from the Class Members. The handling of this matter involved a great amount of effort, and required the exercise of high-level of skill, which Class Counsel has as a result of extensive experience in employment class actions and wage-and-hour litigation. Class Counsel has been actively involved in the prosecution of this matter, prior to its commencement and Class Counsel's work has continued all the way up to the present. Class Counsel's dedication to the representation of the Class Members has precluded other employment.

Most importantly, all services were performed by Class Counsel on a contingent basis. Both California and federal courts recognize that attorneys should be compensated for taking on such contingent risks and provided with financial incentives to enforce important rights and

1 protections like those at issue in the matter at hand. See, e.g., *Vizcaino*, 290 F.3d at 1051;
2 *Ketchum*, 24 Cal. 4th at 1132-33. Here, Class Counsel bore the risk that, despite all of its efforts
3 and the skill employed, there may be no recovery. Therefore, at a minimum, Class Counsel is
4 entitled to a risk multiplier. The results obtained by way of Class Counsel's efforts are
5 significant here. Class Counsel was successful in achieving substantial results in the form of a
6 settlement of \$1,500,000.00. Also, Class Counsel's efforts throughout the Action demonstrate
7 dedication to the interests of the Class Members.

8 Class Counsel's application for attorneys' fees in light of the facts and circumstances
9 surrounding the matter is well within the range of reasonableness. While handling this matter,
10 Class Counsel devoted the hours in legal time summarized above and detailed in the Task and
11 Time Chart, which is attached as EXHIBIT A to the Declaration of Joanna Ghosh.⁸⁵ As the Task
12 and Time Chart indicates, Class Counsel has worked 589.90 hours in the pursuit of this matter.
13 The attorney Task and Time Chart presents the entire picture. Applying a reasonable blended
14 rate of \$800 per hour to **589.90 hours** of work performed by Lawyers for Justice, PC would
15 place a base lodestar value of \$471,920.00 on Class Counsel's services, and applying a modest
16 multiplier of 1.12, the total enhanced lodestar fees are \$528,550.40.⁸⁶ Class Counsel seeks an
17 attorneys' fee award of \$525,000.00 (equal to 35% of the Maximum Settlement Amount based
18 on the Amended Settlement Agreement). Far greater multipliers have been awarded in similar
19 cases, and the total amount of fees sought by Class Counsel is also reasonable compared to fees
20 awarded in similar cases. Courts routinely enhance lodestar amounts based on multipliers that
21 "range from **2 to 4 or even higher.**" *Wershba, supra*, 91 Cal.App.4th at 255 (emphasis added);
22 *see also, e.g., Chavez v. Netflix, Inc.* (2008) 162 Cal.App.4th 43, 66 (approving **multiplier of**
23 **2.5**); *Vizcaino*, 290 F.3d at 1051 (approving **multiplier of 3.65**); *Wal-Mart Stores, Inc. v. Visa*
24 *U.S.A., Inc.* (2d Cir. 2005) 396 F.3d 96, 123 (approving **multiplier of 3.5**); *Craft v. County of*

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27 ⁸⁵ Ghosh Decl., Exh. A.

28 ⁸⁶ Ghosh Decl., ¶¶ 11-12; see n.3, *supra*.

1 *San Bernardino* (C.D. Cal. 2006) 624 F.Supp.2d 1113, 1125 (awarding **multiplier of 5.2** and
2 referring to other cases with cross-check **multipliers ranging from 4.5 to 19.6**).

3 The nature of the work performed, skill exercised, and the outcome in this matter support
4 the percentage fee sought and the application of a lodestar multiplier. This matter involves an
5 outstanding monetary recovery involving a **Maximum Settlement Fund of \$1,500,000.00** (with a
6 **Net Settlement Amount of at least \$710,574.65 to be paid to Settlement Class Members** with
7 an average payment of approximately \$671.13 per Settlement Class Member, and **payment of**
8 **\$225,000.00 to the State of California**)—support the percentage fee sought and the application
9 of a lodestar multiplier.⁸⁷

10 Therefore, application of a modest multiplier of 1.12 is warranted, and the lodestar as a
11 cross-check to the percentage figure sought herein, strongly supports the reasonableness of the
12 requested attorneys' fees award. Plaintiffs respectfully request that the Court grant final
13 approval of, and award, attorneys' fees in the amount of \$525,000.00 to Class Counsel.

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

16 The Settlement provides for reimbursement of litigation costs and expenses of up to
17 \$20,000.00. As set forth in the Declaration of Joanna Ghosh, Class Counsel has expended
18 \$11,425.35 on litigation fees and expenses.⁸⁸ This amount was reasonable and necessary in the
19 prosecution of the case and to obtain the Settlement, and is less than the maximum amount
20 allocated under the Settlement Agreement.⁸⁹ The cost savings of \$8,574.65 will be part of the
21 Net Settlement Amount, which will be distributed to Settlement Class Members in accordance
22 with the Settlement. Accordingly, Plaintiffs request that the Court award litigation costs and
23 expenses in the amount of \$11,425.35 to Class Counsel.

24 **VIII. THE SETTLEMENT ADMINISTRATION COSTS ARE FAIR AND**
25 **REASONABLE AND SHOULD BE APPROVED.**

26 ⁸⁷ Simpluris Decl., ¶¶ 14 & 15. See n.9 & 38, *supra*.

27 ⁸⁸ Ghosh Decl., ¶ 19.

28 ⁸⁹ Ibid.

As set forth in the accompanying Simpluris Declaration, the total costs incurred and to be incurred by Simpluris for the notice and settlement administration process are \$13,000.00.⁹⁰ 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 Members; 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 Settlement Shares and preparing the associated tax forms; and transmitting payments, among other things.⁹¹

Accordingly, the Court should grant final approval of payment to Simpluris, a necessary third-party for handling of the notice and settlement process, in the amount of \$13,000.00.

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

The Settlement provides for Enhancement Payments in the amount of \$7,500.00 each, to Plaintiffs Geanee Coleman and Chelsea Hansen to compensate Plaintiffs for the time and effort that they expended on behalf of the Class. The requested Enhancement Payments are both common and reasonable and should be awarded.

In determining whether to make enhancement 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).

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⁹⁰ Simpluris Decl., ¶ 18.

⁹¹ *Id.*, ¶ 3.

The requested Enhancement Payments are fair and appropriate because Plaintiffs spent a substantial amount of time and effort to provide facts and evidence necessary to support the prosecution of the claims.⁹² Plaintiffs were available whenever Class Counsel needed them and actively tried to obtain, and gave, information to support the pursuit of the claims.⁹³ Plaintiffs spent numerous hours speaking with Class Counsel about their claims, describing their work experiences with Defendant, and gathering and reviewing documents.⁹⁴ These services merit the requested Enhancement Payments to Plaintiffs, who have not received any compensation for their efforts on behalf of the Class Members to date.⁹⁵

The requested Enhancement Payments were fully disclosed in the Class Notice that was mailed to the Class Members. No objections were made with regards to the requested Service Payment. Accordingly, it is appropriate and just for Plaintiffs Geanee Coleman and Chelsea Hansen to receive \$7,500.00 each, as reasonable Enhancement Payments for their services on behalf of the Class and the State of California.

X. CONCLUSION

For the foregoing reasons, Plaintiffs respectfully request that the Court grant final approval of the Settlement, and award Attorneys' Fees and Costs, Enhancement Payments, Settlement 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: March 20, 2024

LAWYERS for JUSTICE, PC

By: _____


Brian J. St. John
Attorneys for Plaintiffs and the Class

⁹² Ghosh Decl., ¶ 20; Declaration of Geanee Coleman ("Coleman Decl."), ¶¶ 3-5; Declaration of Chelsea Hansen ("Hansen Decl."), ¶¶ 3-5.

⁹³ Ibid.

⁹⁴ Ibid.

⁹⁵ Coleman Decl., ¶ 8; Hansen Decl., ¶ 8.