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**SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
**FOR THE COUNTY OF SAN BERNARDINO**

VICKI FLORES, an individual, on behalf of  
herself and others similarly situated

PLAINTIFF,

v.

HERITAGE BAG COMPANY; and DOES 1  
thru 50, inclusive,

DEFENDANTS.

CASE NO. CIVDS2023373

[Case Assigned for All Purposes to Hon. David  
Cohn in Dept. S-26]

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

*[Filed concurrently with Declarations of Ari  
J. Stiller, Vicki Flores and Nicole Bench,  
Proposed Order, and Proposed Judgment]*

Date: August 2, 2022

Time: 10:00 a.m.

Dept.: S-26

Complaint Filed: October 20, 2020

Trial Date: None Set

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

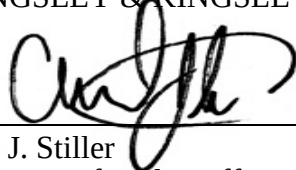
2 PLEASE TAKE NOTICE that on August 2, 2022 at 10:00 a.m. in Department S-26 of the  
3 above-entitled court, Plaintiff Vicki Flores ("Plaintiff") will, and hereby does, move the Court for  
4 an Order granting final approval of Class Counsel's Attorneys' Fees and Costs pursuant to the  
5 Parties' Joint Stipulation of Class Action Settlement and Release of Claims. Plaintiff also  
6 respectfully requests that the Court award an enhancement of \$5,000.00.

7 Good cause exists for the granting of this Motion because the work of Plaintiff and Class  
8 Counsel resulted in an excellent settlement that created a common fund that compensates  
9 Settlement Class Members. Class Counsel seek compensation from the common fund.

10 The Motion will be based on this Notice of Motion; the accompanying Memorandum of  
11 Points and Authorities; the Declarations of Ari J. Stiller; Plaintiff Vicki Flores; and Nicole Bench  
12 of ILYM, Group, Inc.; all other papers and records on file in this action; and on such oral and  
13 documentary evidence as may be presented at the hearing on this Motion.

14  
15 DATED: July 7, 2022

KINGSLEY & KINGSLEY, APC

16  
17 By: 

18 Ari J. Stiller  
19 Attorneys for Plaintiff Vicki Flores and the proposed  
20 class  
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1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. INTRODUCTION**

3 Pursuant to California Rules of Court, rule 3.769 (b) and California Code of Civil  
4 Procedure section 382, Plaintiff Vicki Flores (“Named Plaintiff” or “Plaintiff”) moves this Court  
5 for approval of an award of attorneys’ fees and reimbursement of expenses to Class Counsel,  
6 pursuant to the terms of the preliminary-approved Joint Stipulation of Class Action Settlement and  
7 Release of Claims (“Settlement Agreement” or “Settlement”) between Plaintiff and Defendant  
8 Heritage Bag Company (“Defendant”). Class Counsel also respectfully requests that the Court  
9 award an enhancement for the named Plaintiff of \$5,000.

10 **II. STATUS OF THE SETTLEMENT**

11 In an effort to conserve the Court’s time and resources, Plaintiff will not repeat the  
12 Procedural History set forth in the concurrently-filed Motion for Final Approval of Class Action  
13 Settlement but instead refers the Court to the discussion in that motion. The Settlement Agreement  
14 has been preliminarily approved by the Court and the Notice of Class Action Settlement  
15 disseminated pursuant to the terms of the Settlement Agreement. (Declaration of Ari J. Stiller ¶¶20  
16 and 25 (“Stiller Decl.”); Declaration of Nicole Bench ¶¶ 5–8 (“Bench Decl.”).) As discussed in the  
17 Motion for Final Approval of Class Action Settlement, Class Counsel worked diligently on behalf  
18 of the preliminarily certified Settlement Class Members to obtain this Settlement.

19 **III. THE COURT SHOULD GRANT PLAINTIFF’S APPLICATION FOR AN AWARD**  
20 **OF ATTORNEYS’ FEES**

21 A. Class Counsel are Entitled to a Fee From the Common Fund

22 On August 11, 2016, the California Supreme Court decided *Laffitte v. Robert Half*  
23 *International*, which addressed the correct methodology for awarding fees in a class action  
24 settlement. (*Laffitte v. Robert Half Intern. Inc.* (Cal. 2016) 205 Cal.Rptr.3d 555, 573.) The *Laffitte*  
25 Court approved awarding fees as a percentage of the settlement fund in cases like the present one,  
26 where a settlement results in the creation of a common fund on behalf of a class:

27 We join the overwhelming majority of federal and state courts in holding that when  
28 class action litigation establishes a monetary fund for the benefit of the class  
members, and the trial court in its equitable powers awards Class Counsel a fee out

1 of that fund, the court may determine the amount of a reasonable fee by choosing  
2 an appropriate percentage of the fund created.

3 (*Id.* at p. 573.) The Court then set out several reasons why the percentage-of-the-fund method is  
4 preferred over the alternative lodestar-multiplier approach in California courts:

5 The recognized advantages of the percentage method—including relative ease of  
6 calculation, alignment of incentives between counsel and the class, a better  
7 approximation of market conditions in a contingency case, and the encouragement  
8 it provides counsel to seek an early settlement and avoid unnecessarily prolonging  
9 the litigation [citations]—convince us the percentage method is a valuable tool that  
10 should not be denied our trial courts.

11 (*Id.* at p. 573.)

12 An award of 1/3 of the common fund is appropriate here under the “substantial benefit”  
13 theory. (*Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1810; *Wershba v. Apple Computer,*  
14 *Inc.* (2001) 91 Cal.App.4th 224, 254.) That theory permits a litigant who has sued in a  
15 representative capacity to recover fees when the litigant’s efforts have created a substantial, actual,  
16 and concrete benefit for members of an ascertainable class and the court’s jurisdiction over the  
17 subject matter makes possible an award which spreads the cost proportionately among the  
18 members of the benefitted class. (*See Ciani v. San Diego Trust & Sav. Bank* (1994) 25 Cal.App.4th  
19 563, 578.)

20 This doctrine rests on the understanding that attorneys should normally be paid by their  
21 clients, and that unless attorneys’ fees are paid out of the common fund, those who benefitted from  
22 the fund would be unjustly enriched. (*Woodland Hills Residents Assn., Inc. v. City Council* (1979)  
23 23 Cal.3d 917, 943; *Save El Toro Ass’n v. Days* (1979) 98 Cal.App.3d 544, 548-49.) To prevent  
24 this unfair result, courts exercise their inherent equitable powers to assess attorneys’ fees against  
25 the entire fund, thereby spreading the cost of those fees among all those who benefitted. (*Serrano*  
26 *III*, 20 Cal.3d at p. 35.) “A court, in the exercise of its equitable discretion, may decree that those  
27 receiving the benefit should contribute to the costs of its production.” (*Save El Toro Assn., supra*,  
28 98 Cal.App.3d at p. 548.) As this approach “better approximates the workings of the marketplace  
than the lodestar approach,” there is “a greater judicial willingness to evaluate a fee award as a  
percentage of the recovery” in common fund cases. (*Lealao v. Beneficial Calif., Inc.* (2000) 82  
Cal. App. 4th 19, 31, 48.)

1 As detailed fully in the Settlement Agreement and set forth above, the Settlement  
2 Agreement provides for Defendant to create a Gross Settlement Fund of \$475,000.00. From that  
3 fund, Plaintiff requests an award of attorneys' fees in the amount of \$158,333.33, or 1/3 of the  
4 Gross Settlement Fund created on behalf of members of the class. (Stiller Decl. ¶84.) This  
5 litigation resulted in "a substantial, actual and concrete . . . benefit on the members of an  
6 ascertainable class," *Save El Toro Assn., supra*, 98 Cal.App.3d at p. 548, namely a non-  
7 reversionary settlement fund of \$475,000.00. Because none of the Settlement Class Members have  
8 paid fees to Class Counsel for their efforts during the litigation, equity requires that they pay a fair  
9 and reasonable fee based on what the market would traditionally require, no less than if they had  
10 hired private counsel to litigate their cases individually. Class Counsel is therefore entitled to a  
11 reasonable contingency fee of 1/3 from the Settlement fund as a whole.

12 B. The Attorneys' Fees Requested By Class Counsel Are Well Within the Range of  
13 Fees in Comparable Cases

14 Courts historically award fees in the twenty-to-fifty-percent range, depending on the  
15 circumstances of the case. As stated in Newberg:

16 No general rule can be articulated on what is a reasonable percentage of a common  
17 fund. Usually 50% of the fund is the upper limit on a reasonable fee award from a  
18 common fund in order to assure that the fees do not consume a disproportionate  
part of the recovery obtained for the Class, although somewhat larger percentages  
are not unprecedented.

19 (Newberg on Class Actions, 3rd Ed., 1992, § 14.03; and see *Chavez v. Netflix, Inc.* (2008) 162  
20 Cal.App.4th 43, 66, fn 11 ["Empirical studies show that, regardless whether the percentage method  
21 or the lodestar method is used, fee awards in class actions average around one-third of the  
22 recovery."] Thus, Class Counsel's requested fee of 33.3% is not only well within the range of  
23 reasonableness, but is fair compensation for undertaking this complex, risky, expensive, and time-  
24 consuming litigation on a contingent basis.

25 C. The Contingency Fee of 1/3 Requested By Class Counsel Is Reasonable Based on  
26 the Risks of Litigation and the Diligent Efforts of Counsel that Led to an  
27 Outstanding Settlement for the Class

28 In the present case, Class Counsel asks the Court to award a fee of 1/3 of the common fund,

1 or \$158,333.33, as provided in the Settlement Agreement. This amount is reasonable because  
2 Class Counsel's diligent litigation efforts and experience led to an outstanding settlement, with an  
3 average net recovery of over \$466 per Settlement Class Member (*See* Bench Decl. ¶ 14), based on  
4 cognizable risks which are discussed in detail in Plaintiff's Motion for Final Approval of Class  
5 Action Settlement.

6 Additionally, it is recognized that one of the primary factors justifying an attorney fee  
7 award in cases such as this are the attendant risks inherent in the litigation. As observed in *City of*  
8 *Detroit v. Grinnell Corporation* (2d Cir. 1974) 495 F.2d 448, 470:

9 No one expects a lawyer whose compensation is contingent upon his success to  
10 charge, when successful, as little as he would charge a client who had agreed to pay  
11 for his services, regardless of success. Nor, particularly in complicated cases  
producing large recoveries, is it just to make a fee depend solely on the reasonable  
amount of time expended.

12 Class Counsel extensively addressed the perceived risks in this case in the concurrently  
13 filed Motion for Final Approval of Class Action Settlement and will not repeat that analysis here.  
14 In addition to the complexity of this case, Class Counsel has borne the entire risk and costs of this  
15 litigation during the entire time that it has been pending, all on a pure contingency basis. (Stiller  
16 Decl. ¶ 85.) Through the investment of substantial effort and resources, Class Counsel has secured  
17 an outstanding Settlement of behalf of the Settlement Class Members. (*Id.*) Defendant vigorously  
18 contested liability, the amount of claimed damages, and the propriety of class certification. (*Id.*) It  
19 is this kind of situation, involving complex issues, that has been recognized as justifying a  
20 substantial attorney fee award. (*Id.*)

#### 21 **IV. CLASS COUNSEL'S FEE REQUEST IS REASONABLE UNDER A LODESTAR** 22 **CROSSCHECK**

23 Courts may "cross-check" the results of the common fund method against the lodestar  
24 method. (*See, e.g., In re Consumer Privacy Cases* (2009) 175 Cal.App.4th 545, 557.) The lodestar  
25 is calculated by multiplying the reasonable hours expended by a reasonable hourly rate. (*Serrano*  
26 *v. Priest* (1977) 20 Cal.3d 25, 48-49 ("*Serrano III*").) Those rates reflect "the general local hourly  
27 rate for a fee-bearing case" and do "not include any compensation for contingent risk,  
28 extraordinary skill, or any other factors." (*Ketchum v. Moses* (2001) 24 Cal.4th 1122, 1138.) The

1 court may then enhance the lodestar with a multiplier. (*Wershba, supra*, 91 Cal.App.4th at p. 254;  
2 *Rebney v. Wells Fargo Bank* (1991) 232 Cal.App.3d 1344, 1347; *Serrano III, supra*, 20 Cal.3d at  
3 p. 49.)

4 A. Requested Multiplier

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

14 Here, a lodestar cross-check confirms that the percentage requested is reasonable. Class  
15 Counsel’s aggregate lodestar amounts to \$71,530.00, which represents 102.2 hours of attorney  
16 work on this litigation incurred from its inception through the filing of Plaintiff’s Motion for Final  
17 Approval plus a reasonable estimate for future time. (Stiller Decl. ¶ 93.) As such, Class Counsel  
18 is asking for a multiplier of 2.21. (Stiller Decl. ¶ 94.) Typically, the lodestar is merely the starting  
19 point of the calculation of a reasonable fee, and courts often multiply the lodestar by a factor to  
20 account for the risk of non-payment, delay in payment, the quality of work, and the novelty and  
21 difficulty of the issues involved. (*See Radar v. Thrasher* (1962) 57 Cal.2d 244, 253; *Beasley v.*  
22 *Wells Fargo Bank* (1991) 235 Cal.App.3d 1407, 1419; *Coal. for L.A. County Planning v. Bd. of*  
23 *Supervisors* (1977) 76 Cal.App.3d 241, 251.)

24 B. The Number of Hours Claimed is Reasonable

25 Plaintiff’s counsel are entitled to be compensated “for all time reasonably expended in  
26 pursuit of the ultimate result achieved in the same manner that an attorney traditionally is  
27 compensated by a fee-paying client for all time reasonably expended on a matter.” (*Hensley v.*  
28 *Eckerhart* (1983) 461 U.S. 424, 431 [internal quotations omitted]; *accord Serrano v. Unruh* (1982)

32 Cal.3d 621, 633 [“Serrano IV”] [parties should recover for all hours reasonably spent]; *Meister v. Regents of Univ. of Cal.* (1998) 67 Cal.App.4th 437, 447-48 [same].)

The amount of time spent on this case (over 102 hours), which culminated in a very favorable proposed Settlement for the Settlement Class Members, is reasonable given the complexity and novelty of the issues involved, the vigorous defense, the length and intensity of the litigation, and the exceptional results obtained. (Stiller Decl. ¶ 95.) Class Counsel litigated this action with great efficiency in light of the amount of work required to achieve the Settlement. (Stiller Decl. ¶ 96.) Class Counsel has submitted a declaration evidencing the reasonable hourly rate for their services and establishing the number of hours spent working on the case. (Stiller Decl. ¶¶ 93-116.) Accordingly, Plaintiff is entitled to full compensation for the hours claimed by Class Counsel.

C. The Hourly Rates Requested Are Reasonable

Class Counsel is entitled to be compensated at hourly rates that reflect the reasonable market value of their legal services, based on their experience and expertise. (*See Serrano IV, supra*, 32 Cal.3d at pp. 640-43, n.31.) “The reasonable hourly rate is that prevailing in the community for similar work.” (*PLCM Group, Inc. v. Drexler* (2000) 22 Cal.4th 1084, 1095.) Payment at full market rates is essential to entice well-qualified counsel to undertake difficult cases, such as this one. (*San Bernardino Valley Audubon Soc’y v. County of San Bernardino* (1984) 155 Cal. App. 3d 738, 755.) Additionally, calculation of a lodestar based on current hourly rates is appropriate as a means of compensating for delay in payment. (*Missouri v. Jenkins by Agyei* (1989) 491 U.S. 274, 283-84.) The requested hourly rates in this case range from \$375.00 per hour to \$900.00. (Stiller Decl. ¶ 97.) Class Counsel’s hourly rates are fully supported by their experience and reputation in handling complex employment litigation, including wage and hour class actions. (Stiller Decl. ¶¶ 8; ¶¶ 79-81.)

Mr. Kingsley is a 26-year attorney with expertise in wage and hour class action lawsuits. (Stiller Decl. ¶ 99.) He has litigated several hundred such cases, including at the appellate level at the U.S. Supreme Court, California Supreme Court, the Ninth Circuit, and the California Court of Appeal. (Stiller Decl. ¶ 100.) He is also a prolific speaker at various seminars on employment law

1 and has contributed to legal publications on employment topics. (Stiller Decl. ¶ 101.) Biographical  
2 information for the other handling attorneys is included in the concurrently filed Declaration of  
3 Ari J. Stiller. (Stiller Decl. ¶¶ 103-107.)

4 Class Counsel's charged rates are commensurate with the prevailing market rates in San  
5 Bernardino County for attorneys of comparable experience and skill handling complex litigation.  
6 (Stiller Decl. ¶¶ 109.)<sup>1</sup> Class Counsel has made all reasonable attempts to avoid duplication of  
7 assignments and to assign tasks to timekeepers at the appropriate billing rates. (Stiller Decl. ¶110.)

8 Finally, Class Counsel's rates are in line with the 2021-2022 Laffey Matrix, which is a fee  
9 scale that courts often consult in determining the reasonableness of hourly rates. Under the  
10 adjusted Laffey Matrix, a reasonable rate for an attorney with 20+ years of experience, such as Mr.  
11 Kingsley, is \$919, a reasonable rate for an attorney with 14 years of experience, such as Ms. Ly,  
12 is \$764, a reasonable rate for an attorney with 9 years of experience, such as Mr. Stiller, is \$676,  
13 a reasonable rate for an attorney with 3 or less years of experience, such as Mr. Penner and Mr.  
14 Greenberg is \$381. (Stiller Decl. ¶ 111; Ex. 4 [2021-2022 Adjusted Laffey Matrix].)

15 D. The Fees Requested Are Reasonable

16 The trial court has substantial discretion in adjusting the lodestar to account for various  
17 factors inadequately reflected therein. (*See Lealao, supra*, 82 Cal.App.4th at pp. 40-45.) A lodestar  
18 multiplier is recognized as earned compensation: "The adjustment to the lodestar, e.g., to provide  
19 a fee enhancement reflecting the risk the attorney will not receive payment if the suit does not  
20 succeed, constitutes earned compensation; unlike a windfall, it is neither unexpected nor  
21 fortuitous." (*Ketchum, supra*, 24 Cal.4th at p. 1138.)

22 In California, courts regularly use a multiplier of 2.0 or greater in statutory fee cases to  
23 approximate market fees.<sup>2</sup> In fact, "[m]ultipliers in the 3-4 range are common in lodestar awards  
24

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25 <sup>1</sup> The Court should also note that other California courts approved many of these same rates over  
26 15 years ago. (*See, e.g., Bihun v. AT&T Info. Sys., Inc.* (1993) 13 Cal.App.4th 976, 997,  
27 disapproved on other grounds, 6 Cal.4th 644, 664 [\$450 hourly rate was a reasonable fee based  
on counsel's knowledge, skill, experience and reputation].)

28 <sup>2</sup> See, for example, *Mangold v. Cal. Pub. Utils. Comm'n*, 67 F.3d 1470, 1478-79 (9th Cir. 1995)  
(2.0); *City of Oakland v. Oakland Raiders* (1988) 203 Cal.App.3d 78, 82-85 (2.34); *Coal. for*  
*L.A. County Planning v. Bd. of Supervisors* (1977) 76 Cal.App.3d 241, 251 (slightly above

for lengthy and complex class action litigation.” (*Van Vracken v. Atlantic Richfield Co.* (N.D.Cal.1995) 901 F.Supp. 294, 298; *see also, Wershba, supra*, 91 Cal.App.4th at p. 255 [“Multipliers can range from 2 to 4 or even higher.”].) Here, Class Counsel is requesting a multiplier of 2.21. (Stiller Decl. ¶114.)

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

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

i. Novelty and Difficulty of Questions Presented

This case dealt with difficult legal and factual questions. Significantly, the risk attendant to the underlying claims in this matter was great considering Defendant’s defenses. As discussed in detail in the extensive risk analysis section in Plaintiff’s Motion for Final Approval, were this case to proceed, Defendant would have a strong incentive to litigate tenaciously. (Stiller Decl. ¶117.) There are genuine issues in dispute. (*Id.*)

ii. Skill Displayed in Presenting Questions Presented

Class Counsel are skilled wage and hour practitioners with decades of experience who diligently prepared and litigated this matter as discussed. (Stiller Decl. ¶117; *Id.* at ¶¶ 79-81; 99-113.)

iii. Preclusion of Other Employment By Attorneys

To achieve the ultimate result in this case, Co-lead Class Counsel had to incur substantial risk and expense, and were precluded from taking other fee generating employment for over 102 hours of attorney time. (Stiller Decl. ¶118.)

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2.0); *Crommie v. State of Cal. Public Utilities Comm’n* (N.D. Cal. 1994) 840 F.Supp.719, 726 (2.0 multiplier in employment case).

1                   iv.     Contingent Nature of the Fee Award

2             This matter had been handled purely on a contingency fee basis and Class Counsel have  
3 advanced many thousands of dollars in costs while deferring all payment of fees, with no guarantee  
4 that any of the fees incurred or costs advanced would ever be recovered, and diverting significant  
5 firm resources to prosecution of this matter. (Stiller Decl. ¶ 119.)

6                   v.     Success Achieved

7             Class Counsel believe this is an exceptional result that has been well received by Settlement  
8 Class Members. (Stiller Decl. ¶ 120.)

9                   vi.    Rate of Acceptance of Benefits Offered to Class Members

10            There have been zero opt-outs or objections to date. (Bench Decl. ¶¶ 11–12.) Accordingly,  
11 Plaintiff’s multiplier request is justified and the lodestar/multiplier cross-check confirms the  
12 reasonableness of Class Counsel’s fee request. The Court should therefore approve the attorneys’  
13 fee award for time spent in the successful prosecution of this matter.

14 **V.     THE COURT SHOULD APPROVE THE REQUEST FOR REIMBURSEMENT OF**  
15 **COSTS**

16            In addition to their request for fees, Class Counsel further request reimbursement of the  
17 reasonable out-of-pocket expenses advanced and/or incurred by them in connection with this  
18 litigation, in the amount of \$10,760.34. (Stiller Decl. ¶121; Settlement Agreement, Ex. 1 at §III, ¶  
19 24.) To date, Kingsley and Kingsley has incurred \$10,440.59 in costs. (Stiller Decl. ¶ 122.) Class  
20 Counsel anticipates incurring an additional \$319.75 to file and serve this motion and to attend the  
21 hearing by Courtcall. (Stiller Decl. ¶ 123.) As such, Class Counsel is requesting a cost  
22 reimbursement of \$10,760.34. (Stiller Decl. ¶ 124.) This is \$1,239.66 less than the estimated  
23 \$12,000 that the Court preliminarily approved. The difference will remain in the net settlement  
24 fund, resulting in higher awards for the class.

25            All of the requested costs are reasonable in amount and were necessarily incurred by Class  
26 Counsel in prosecuting this litigation. (Stiller Decl. ¶ 125; Ex. 5 [Cost Report].) Expenses in this  
27 matter to date include costs for filing fees, mediation, an expert to synthesize the tens of thousands  
28 of lines of payroll and timekeeping data produced by Defendant to assist with preparation of

1 Plaintiff's damage model, and additional costs for the prosecution of this case evidenced in the  
2 costs spreadsheet attached to the Declaration of Ari J. Stiller. All of these costs have been incurred  
3 in the course of this litigation, and all costs advanced have already been paid by Class Counsel.  
4 (Stiller Decl. ¶126.)

5 Accordingly, the requested reimbursement of the reasonable out-of-pocket expenses  
6 advanced and/or incurred is appropriate and justified as part of the overall settlement and the Court  
7 should approve the request for reimbursement in the amount of \$10,760.34.

#### 8 **VI. THE NAMED PLAINTIFF'S ENHANCEMENT SHOULD BE APPROVED**

9 Finally, Plaintiff's Counsel request an enhancement of \$5,000.00 to the named Plaintiff  
10 Vicki Flores for her work on behalf of the Class. (Stiller Decl. ¶ 128.) As set forth in detail in  
11 Plaintiff's Motion for Final Approval and Ms. Flores' declaration, Plaintiff Flores invested  
12 significant time and effort in this case. (Stiller Decl. ¶ 128; Flores Decl. ¶¶ 4-6, 10.) Plaintiff  
13 Flores was also at risk of paying Defendant's legal fees and costs in the event that Defendant  
14 prevailed at trial. (Stiller Decl. ¶ 132.)

15 The Class has benefited from Ms. Flores' action in stepping forward on their behalf to  
16 bring this lawsuit. (Stiller Decl. ¶133.) The average settlement payment is \$466.21 for a Settlement  
17 Class Member with a high of \$2,545.11. (Bench Decl. ¶ 14.) Further, the Class Notice disclosed  
18 the enhancement award. (*See* Settlement Agreement Ex. 1 [class notice], p. 3.) (Stiller Decl. ¶134.)  
19 As of today, no Settlement Class Member has objected to the proposed enhancement. (Bench Decl.  
20 ¶ 14.) Under the circumstances, a representative payment of \$5,000.00 is justified and the Court  
21 should award this payment to Ms. Flores from the Gross Settlement Fund as provided in the  
22 Settlement Agreement. (Stiller Decl. ¶136.)

#### 23 **VII. PROOF OF SUBMISSION TO THE LABOR AND WORKFORCE** 24 **DEVELOPMENT AGENCY**

25 As indicated on the Proof of Service, Plaintiff's Motion for Approval of Attorneys' Fees  
26 and Costs ("Motion") was uploaded to the Labor and Workforce Development Agency's  
27 ("LWDA") website on the date this Motion was filed as required by statute. Proof of submission  
28 of Plaintiff's Motion, all related documents, and copy of the email from the LWDA confirming

1 receipt is attached to the Declaration of Ari J. Stiller as Exhibit "6". (Stiller Decl. ¶137.)

2 **VIII. CONCLUSION**

3 Class Counsel respectfully requests that the Court award a fee equal to 1/3 of the gross  
4 settlement amount, or \$158,333.33 and reimbursement of costs of \$10,760.34. Class Counsel also  
5 respectfully requests that the Court award an enhancement for the named Plaintiff of \$5,000.00.  
6 For the above reasons, all of these requests are appropriate and justified as part of the overall  
7 Settlement, and the Court should approve them as reasonable and fair.

8  
9 DATED: July 7, 2022

KINGSLEY & KINGSLEY, APC

10  
11 By: 

Ari J. Stiller

12 Attorneys for Plaintiff Vicki Flores and the proposed  
13 class  
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(PROOF OF SERVICE)

[CCP 1013(a)(3)]

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

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

On July 7, 2022, I served all interested parties in this action the following documents described as: **NOTICE OF MOTION AND MOTION FOR FINAL APPROVAL OF ATTORNEYS' FEES AND COSTS; MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT THEREOF** by placing a true copy thereof enclosed in a sealed envelope addressed as follows:

Lonnie D. Giamela  
Anet Drapalski  
[lgiamela@fisherphillips.com](mailto:lgiamela@fisherphillips.com)  
[adrapalski@fisherphillips.com](mailto:adrapalski@fisherphillips.com)  
**FISHER & PHILLIPS LLP**  
444 South Flower Street, Suite 1500  
Los Angeles, California 90071

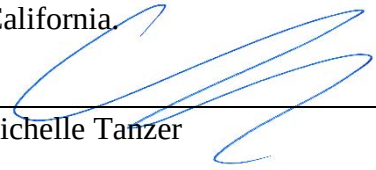
**[ ] (BY MAIL)** I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with U.S. postal service on that same day with postage fully prepaid at Encino, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

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

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

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

Executed on July 7, 2022, at Woodland Hills, California.

  
\_\_\_\_\_  
Michelle Tanzer