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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURT HOUSE**

ASIA OSBY, individually, and on behalf of
other members of the general public similarly
situated;

Plaintiff,

vs.

SELF-REALIZATION FELLOWSHIP, an
unknown business entity a California
corporation; and DOES 1 through 100,
inclusive,

Defendants.

Honorable Carolyn B. Kuhl
Department SSC-12

CLASS ACTION

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

[Declaration of Class Counsel
(Joanna Ghosh); Declaration of Class
Representative (Asia Osby and Monica
Miranda); Declaration of Settlement
Administrator (Nick Castro); and [Proposed]
Final Approval Order and Judgment filed
concurrently herewith]

Date: July 30, 2024
Time: 10:30 a.m.
Department: SSC

Complaint Filed: October 29, 2021
Trial Date: None Set

Case No.: 21STCV30136
[**Lead Case**]

Complaint Filed: August 16, 2021
Trial: None Set

MONICA MIRANDA individually, and on behalf of other members of the general public similarly situated;

Plaintiff,

vs.

SELF-REALIZATION FELLOWSHIP CHURCH, a California Corporation; SELF-REALIZATION CHURCH, an unknown business entity; and DOES 1 through 100, inclusive,

Defendants.

Case No.: 21STCV41440
[**Related Case**]

Complaint Filed: November 10, 2021
Trial Date: None Set

ASIA OSBY, individually, and on behalf of other aggrieved employees pursuant to the California Private Attorneys General Act

Plaintiff,

vs.

SELF-REALIZATION FELLOWSHIP CHURCH, a California Corporation; SELF-REALIZATION CHURCH, an unknown business entity; and DOES 1 through 100, inclusive, Defendants.

Case No.: 21STCV39999
[**Related Case**]

Complaint Filed: October 29, 2021
Trial Date: None Set

MONICA MIRANDA, individually, and on behalf of other aggrieved employees pursuant to the California Private Attorneys General Act

Plaintiff,

vs.

SELF-REALIZATION FELLOWSHIP, an unknown business entity; and DOES 1 through 100, inclusive,

Defendants.

Case No.: 21STCV43015
[**Related Case**]

Complaint Filed: November 22, 2021
Trial Date: None Set

1 **PLEASE TAKE NOTICE** that on July 30, 2024, at 10:30 a.m., in Department SSC-12
2 of the above-entitled Court, located at 312 North Spring Street, Los Angeles, California 90012
3 Plaintiff Asia Osby (“Plaintiff Osby”) and Monica Miranda’s (“Plaintiff Miranda”) (together,
4 “Plaintiffs”) will and hereby does move for an order granting final 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 **\$339,274.19** will be fully distributed to
9 all Class Members who did not timely opt out of the Class Settlement (“Settlement
10 Class Member”);
11 • As of the date of this Motion, **one (1) Objection and twenty-eight (28) Requests**
12 **for Exclusion** were submitted to the settlement administrator, ILYM Group.
13 (“Settlement Administrator”);
14 • Payment in the amount of **\$223,333.33** to Lawyers for Justice, PC, representing one-
15 third (1/3) of the Total Settlement Amount, for attorneys’ fees, which is reasonable
16 and justified on a percentage-basis and also based on a lodestar cross-check;

17 2. Payment in the amount of **\$19,342.48** to Class Counsel for reimbursement of
18 litigation costs and expenses;

19 3. Payment in the amount of **\$10,550.00** to the Settlement Administrator, ILYM
20 Group (“ILYM”), for Settlement Administration Costs;

21 4. Payment in the amount of **\$7,500.00** to Plaintiff Asia Osby, as an Enhancement
22 Payment, for her time and effort in representing the Class; and

23 5. Allocation of the penalties under the Private Attorneys General Act of 2004,
24 California Labor Code section 2698, *et seq.*, in the amount of \$70,000.00, of which seventy-five
25 percent (75%), or **\$52,500.00**, will be paid to the California Labor and Workforce Development
26 Agency (“LWDA”) (“LWDA Payment”) and twenty-five percent (25%), or **\$17,500.00**, will be
27 payable to the PAGA Members on a *pro rata* basis, based on Workweeks during the PAGA
28 Period (i.e., Individual PAGA Payment).

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

4 This motion is based upon the following Memorandum of Points and Authorities; the
5 Declarations of Class Counsel (Joanna Ghosh), Class Representatives (Asia Osby and Monica
6 Miranda), and Settlement Administrator (Nick Castro of ILYM Group, Inc.) in support thereof;
7 the pleadings and other records on file with the Court in this matter; and such evidence and oral
8 argument as may be presented at the hearing on this Motion.

9 Dated: July 8, 2024

LAWYERS for JUSTICE, PC

10
11 By: 
12 Yasmin Hosseini
13 *Attorneys for Plaintiffs and the Class*
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MEMORANDUM OF POINTS AND AUTHORITIES

I. SUMMARY OF MOTION

Plaintiffs Asia Osby (“Plaintiff Osby”) and Monica Miranda (“Plaintiff Miranda”) (together, “Plaintiffs”) seek final approval of: (1) the Total Settlement Amount of \$700,000.00¹; (2) Enhancement Payment in the amount of \$7,500.00 to Asia Osby; (3) attorneys’ fees in the amount of \$223,333.33, which is one-third (1/3) of the Total Settlement Amount², and reimbursement of litigation costs and expenses of \$19,342.48 (together “Attorneys’ Fees and Costs”) to Lawyers for Justice, PC (“Class Counsel”); (4) the Settlement Administration Costs to the Settlement Administrator in the amount of \$10,550.00; and (5) allocation of \$70,000.00 allocated to penalties under the Private Attorneys General Act (“PAGA Amount”), of which 75% (i.e., \$52,500.00) will be distributed to the Labor and Workforce Development Agency (“LWDA”) and 25% (i.e., \$17,500.00) will be distributed to PAGA Members on a *pro rata* basis, based on Workweeks during the PAGA Period.

Plaintiffs seek relief on behalf of the following Class:

All current and former hourly-paid and non-exempt employees of Defendant in the State of California employed during the period from August 16, 2017 through May 15, 2023 (“Class” or “Class Members”).³

This matter involved ongoing investigations, informal discovery, review and analysis of a large volume of documents and data prior to and during mediation conducted by Jeffrey Krivis, Esq., and extensive settlement negotiations thereafter. This matter has required 381.00 hours of attorney time by Class Counsel. As will be demonstrated herein, the request for attorneys’ fees, which represents one-third (1/3) of the Total 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.⁴

¹ Stipulation of Class Action and PAGA Settlement (“Settlement Agreement”), ¶ 14.mm.

² *Id.*, ¶ 21.

³ Settlement Agreement, ¶ 8.e. “Class Period” is defined as the period from August 16, 2017 through May 15, 2023.

⁴ Applying a reasonable rate of \$850 to 381.00 hours of work performed by Lawyers for Justice, PC would place a base lodestar value of \$323,850.00 on Class Counsel’s services, and Class Counsel seeks an attorneys’ fees award of \$223,333.33.

1 Plaintiffs move for final approval of the Enhancement Payment in the amount of
2 \$7,500.00, to compensate Plaintiff Osby for the time and effort that she expended spearheading
3 this lawsuit on behalf of the Class, PAGA Members, and the State of California. Plaintiffs also
4 move for final approval of the payment to the Settlement Administrator in the amount of
5 \$10,550.00 for Settlement Administration Costs. Plaintiffs also move for final approval of the
6 allocation of \$70,000.00 for the PAGA Amount, of which \$52,500.00 will be paid to the
7 California Labor Workforce and Development Agency (“LWDA”) for its portion of the PAGA
8 Penalty Amount (“LWDA Payment”), and \$17,500.00 will be distributed to all current and
9 former hourly-paid or non-exempt employees of Defendant in California employed between
10 August 25, 2020 through January 30, 2024 (“PAGA Members”).

11 The requests for Attorneys’ Fees and Costs, Enhancement Payment, Settlement
12 Administration Costs, and allocation for the PAGA Amount were fully disclosed in the Notice of
13 Class Action Settlement (“Class Notice”) that was mailed to the Class Members.

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

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

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

2 Defendant Self-Realization Fellowship Church (“Defendant”) is a worldwide religious
3 organization that has over 600 temples and centers internationally. Plaintiffs Asia Osby and
4 Monica Miranda are former employees of Defendant.

5 On August 16, 2021, Plaintiff Osby filed a Class Action Complaint for Damages (“Osby
6 Class Action”) in the Superior Court of California for the County of Los Angeles (“Court”),
7 thereby commencing the above-captioned lawsuit entitled *Asia Osby v. Self Realization*
8 *Fellowship*, Case No. 21STCV30136.

9 On August 25, 2021, Plaintiff Osby provided written notice to the LWDA by online
10 submission and to Defendant by Certified Mail, giving notice of her intent to pursue civil
11 penalties under the California Private Attorneys General Act, California Labor Code § 2698, Et.
12 Seq. (“PAGA”), on behalf of herself and the State of California (“Osby LWDA Notice”).

13 On September 17, 2021, Plaintiff Miranda provided written notice to the LWDA by
14 online submission and to Defendant by Certified Mail, giving notice of her intent to seek civil
15 penalties for Defendant’s alleged violations of the California Labor Code and Industrial Welfare
16 Commission Wage Orders (“Miranda LWDA Notice”).

17 On October 29, 2021, Plaintiff Osby filed a Complaint for Enforcement under the Private
18 Attorneys General Act, California Labor Code § 2698 *et seq.*, against Defendant, in Superior
19 Court of California for the County of Los Angeles, thereby commencing the action entitled *Asia*
20 *Osby v. Self-Realization Fellowship Church, et al.*, Case No. 21STCV39999 (“Osby PAGA
21 Action”).

22 On November 10, 2021, Plaintiff Miranda filed a Class Action Complaint for Damages
23 against Defendant in the Superior Court of California for the County of Los Angeles, thereby
24 commencing the action entitled *Monica Miranda v. Self-Realization Fellowship Church, et al.*,
25 Case No. 21STCV41440 (“Miranda Class Action”).

26 On November 22, 2021, Plaintiff Miranda filed a Complaint for Enforcement Under the
27 Private Attorneys General Act, California Labor Code § 2698, *et seq.* in the Superior Court of
28 California for the County of Los Angeles, thereby commencing the action entitled *Monica*

1 *Miranda v. Self-Realization Fellowship Church, et al.*, Case No. 21STCV43015 (“Miranda
2 PAGA Action”).

3 On December 9, 2021, the Osby Class Action, Osby PAGA Action, Miranda Class
4 Action, and Miranda PAGA Action (collectively, the “Actions”) were deemed related within the
5 meaning of California Rules of Court, rule 3.300(a), with the Osby Class Action being deemed
6 the lead case.

7 Plaintiffs’ core allegation is that Defendant has violated the California Labor Code by
8 engaging in a uniform practice and procedure, with respect to Plaintiffs and the Class Members,
9 of, *inter alia*, failing to pay all overtime and minimum wages, failing to provide compliant meal
10 and rest periods and associated premium pay, failing to timely pay wages during employment
11 and upon termination of employment, failing to provide compliant wage statements, failing to
12 maintain requisite payroll records, and failing to reimburse necessary business expenses, and
13 thereby engaged in unfair business practices in violation of California Business and Professions
14 Code section 17200, *et seq.* and conduct that gives rise to civil penalties pursuant to PAGA.
15 Plaintiffs contend that they, the Class Members, and the PAGA Members are entitled to, *inter*
16 *alia*, unpaid wages, penalties (including and not limited to, penalties pursuant to PAGA), and
17 attorneys’ fees.

18 Defendant has denied, and continues to deny, any liability and wrongdoing of any kind
19 associated with any of the allegations in the Actions, and further denies that the Actions are
20 appropriate for class treatment or representative adjudication for any purpose other than for
21 settlement purposes only.

22 The Parties have actively litigated the Actions since the Osby Class Action was
23 commenced on August 16, 2021. On January 23, 2023, the Parties participated in a formal, full-
24 day mediation conducted by Jeffrey Krivis, Esq. (the “Mediator”), a well-respected mediator
25 experienced in mediating complex wage and hour actions; however the cases did not settle. With
26 the aid of the Mediator’s evaluation, the Parties ultimately reached the Settlement described
27 herein to resolve the Actions.

On November 6, 2023, Plaintiffs filed a Motion for Preliminary Approval of Class Action Settlement and supporting documents (“Motion for Preliminary Approval”). On December 13, 2023, the Court raised multiple points of inquiry for the Parties to address at the Hearing on the Motion for Preliminary Approval.

On December 14, 2024, the Hearing on the Motion for Preliminary Approval occurred, and the Parties discussed the Court’s inquiries and the Court requested the Parties to submit supplemental papers to formally address the Court’s inquiries.

On January 23, 2024, Plaintiffs filed supplemental papers in support of the Motion for Preliminary Approval of Class Action Settlement, addressing the Court’s inquiries.

On January 30, 2024, the Hearing on the Motion for Preliminary Approval occurred, and, the Court issued an Order Granting 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.

Plaintiffs now move for final approval of Attorneys’ Fees, Costs, Enhancement Payment, Settlement Administration Costs, and the allocation for PAGA Amount.

No later than ten (10) calendar days after the entry of the Final Approval Order and Judgment, Plaintiff Miranda will file with the Court in the Miranda Class Action and Miranda PAGA Action a Request for Dismissal with prejudice as to Plaintiff Miranda’s individual claims and without prejudice as to the current and former employees of Defendant.

III. SUMMARY OF THE SETTLEMENT TERMS AND PLAN OF DISTRIBUTION

Under the terms of the Settlement, Defendant will pay a Total Settlement Amount of Seven Hundred Thousand (\$700,000.00) by making a deposit of the Total Settlement Amount less the Miranda Individual Settlement Payment (i.e., \$30,000.00) (“Class Settlement Fund Amount”), plus an amount sufficient to pay Employer’s Taxes, into a settlement account to be established by the Settlement Administrator. Subject to approval by the Court, the Net Settlement Amount will be calculated by deducting the following amounts from the Total Settlement Amount: (1) Miranda Individual Settlement Payment of Thirty Thousand Dollars (\$30,000.00) to Plaintiff Miranda, (2) the Court-approved Enhancement Payment of Seven

Thousand Five Hundred Dollars (\$7,500.00) to Plaintiff Osby, (3) Settlement Administration Costs of Ten Thousand Five Hundred and Fifty Dollars (\$10,550.00) to the Settlement Administrator, (4) PAGA Amount of Seventy Thousand Dollars (\$70,000.00), and (5) attorneys' fees in the amount of Two Hundred Twenty-Three Thousand Three Hundred Thirty-Three Dollars and Thirty-Three Cents (\$223,333.33) and reimbursement of costs and expenses in the amount of Nineteen Thousand Three Hundred Forty-Two Dollars and Forty-Eight Cents (\$19,342.48) (collectively referred to as the "Attorneys' Fees and Costs")⁵. The Parties have agreed to retain ILYM Group, Inc. ("ILYM" or "Settlement Administrator") to handle the notice and settlement administration process. The Net Settlement Amount, which is estimated to be \$339,274.19, will be distributed in accordance with the Settlement Agreement and there is no reversion to Defendant.⁶

The Parties have agreed that the Settlement Administrator will determine each Class Member's share of the available Net Settlement Amount ("Individual Settlement Share"), in accordance with the Settlement Agreement and as follows:

- a. After Final Approval, the Settlement Administrator will divide the final Net Settlement Amount by the Workweeks of all Settlement Class Members during the Class Period to yield the "Final Workweek Value," and multiply each Settlement Class Member's individual Workweeks during the Class Period by the Final Workweek Value to yield his or her Individual Settlement Share.

The Parties have agreed that the Settlement Administrator will determine each PAGA Member's 's *pro rata* share of the 25% share of the PAGA Amount (i.e., Individual PAGA Payment), in accordance with the Settlement Agreement and as follows:

- a. The Settlement Administrator will divide the 25% portion of the PAGA Amount attributed to PAGA Members, i.e., \$17,500.00, by the total number of Workweeks during the PAGA Period for all PAGA Members to yield the "PAGA Workweek

⁵ Settlement Agreement, ¶¶ 18, 21, 22, 23, & 24.

⁶ This amount is higher than the amount stated in Paragraph 15 of the accompanying Declaration of Nick Castro Regarding Notice and Settlement Administration ("ILYM Declaration" or ILYM Decl.") because the Administrator's calculation assumes that Class Counsel will obtain litigation costs and expenses in the maximum amount of \$35,000.00 and attorneys' fees in the amount of \$234,500.00, which is allocated under the Settlement. However, Class Counsel seeks the amount of only \$19,342.48 for reimbursement of litigation costs and expenses, and \$223,333.33 for attorneys' fees, and the collective difference of \$26,824.19 will remain part of the Net Settlement Amount.

Value,” and multiply each PAGA Member’s individual Workweeks during the PAGA Period by the PAGA Workweek Value to yield his or her Individual PAGA Payment.⁷

Class Members had sixty (60) calendar days from the initial mailing of the Class Notice (“Response Deadline”) to submit a Request for Exclusion, Objection and/or dispute of the Workweeks.⁸ The Response Deadline was May 17, 2024.⁹ *As of the date of this Motion, the Settlement Administrator has received twenty-eight requests for exclusion from the Class Settlement (“Request for Exclusion”) and one (1) written objection to the Class Settlement (“Objection”) from Class Members (for the reasons discussed in Section V.D., infra, the Objection should be overruled).*¹⁰

Each Settlement Class Member’s Individual Settlement Share will be allocated as follows: twenty percent (20%) as wages, which will be reported on an IRS Form W-2; and the remaining eighty percent (80%) as penalties, interest, and other non-wage damages, which will be reported on an IRS Form 1099.¹¹ Settlement Class Members will be issued payment of their Individual Settlement Share subject to reduction for the employee’s share of taxes and withholdings with respect to the wage portion of each Individual Settlement Share (the net payment is referred to as an “Individual Settlement Payment”).¹² The Individual PAGA Payments to PAGA Members will be allocated as one hundred percent (100%) penalties, will not be subject taxes or withholdings, and will be reported on an IRS Form 1099-MISC, if necessary.¹³ The Settlement Administrator will have the option to pay the Individual Settlement Payment and Individual PAGA Payment by way of a single check. Defendant will pay the employer’s share of payroll taxes and contributions with respect to the wage portion of Individual Settlement Shares separately and in addition to the Total Settlement Amount.¹⁴

⁷ Settlement Agreement, ¶ 36.

⁸ *Id.*, ¶ 14.ii.

⁹ ILYM Decl., ¶¶ 11, 12, & 13.

¹⁰ *Id.*, ¶¶ 11 & 12.

¹¹ Settlement Agreement, ¶ 37.

¹² *Id.*, ¶ 36.

¹³ *Id.*

¹⁴ *Id.* ¶ 16.n.

Each Individual Settlement Payment and Individual PAGA Payment checks will be valid and negotiable for one hundred eighty (180) calendar days from the date of issuance.¹⁵ Individual Settlement Payment checks that are not negotiated within the 180-day period will be cancelled.¹⁶ All funds from associated with such cancelled checks will be transmitted to the State Controller's Office, Unclaimed Property Division in the name of the Settlement Class Member and/or PAGA Member.¹⁷ Settlement Class Members whose Individual Settlement Payment checks are cancelled shall, nevertheless, be bound by the Class Settlement and Aggrieved Employees whose Individual PAGA Payment checks are cancelled shall, nevertheless, be bound by the PAGA Settlement.¹⁸

IV. THE SETTLEMENT ADMINISTRATION PROCESS

The Court-appointed Settlement Administrator, ILYM Group, Inc. ("ILYM") has taken all necessary steps to effectuate the notice and settlement administration process, as set forth in the Court's January 30, 2024 Preliminary Approval Order.

On January 31, 2024, ILYM received the Court-approved text for the Class Notice.¹⁹

On February 29, 2024, Defendant's Counsel provided ILYM the Class List which contained the full name, Social Security Number, last known mailing address, start and end dates employed as an hourly-paid or non-exempt employee of Defendant in California during the Class Period and the PAGA Period, for each Class Member (collectively, "Class List").²⁰ The Class List contained information for three hundred and ninety-nine (376) individuals identified as Class Members, and (294) individuals identified as PAGA Members.²¹ ILYM processed the names and addresses through the National Change of Address Database ("NCOA") and updated the Class List with any updated addresses located.²²

On March 18, 2024, ILYM mailed the Class Notice via first class mail to three hundred

¹⁵ Settlement Agreement, ¶ 31.

¹⁶ *Ibid.*

¹⁷ *Ibid.*

¹⁸ *Ibid.*

¹⁹ ILYM Decl., ¶ 4.

²⁰ *Id.*, ¶ 5.

²¹ *Ibid.*

²² *Id.*, ¶ 6.

and ninety-nine (376) individuals identified as Class Members, and (294) individuals identified as PAGA Members in the Class List.²³

As of the date of this Motion, five (5) Class Notices were returned as undeliverable without forwarding addresses.²⁴ ILYM performed a skip-trace search on the five (5) Class Notices that were returned to ILYM without forwarding addresses, located an updated address for two (2) Class Members, and promptly re-mailed the Class Notice to the updated addresses.²⁵ Ultimately, three (3) Class Notices remain undeliverable because an updated address was not located through skip-tracing or the Class Notice was returned as undeliverable a second time.²⁶

As of the date of this Motion, the Settlement Administrator has received one (1) Objection (for the reasons discussed in Section V.D., *infra*, this Objection should be overruled) and twenty-eight (28) Requests for Exclusion from Class Members.²⁷

To date, there are three hundred and seventy (370) Settlement Class Members who did not submit a timely and valid Request for Exclusion (“Settlement Class Members”), and who will be paid their portion of the Net Settlement Amount.²⁸ Pursuant to the terms of the Settlement, the Net Settlement Amount of approximately \$339,274.19 will be distributed to Settlement Class Members in accordance with the terms of the Settlement.²⁹ The highest Individual Settlement Share is currently estimated to be \$1,681.99 and the average Individual Settlement Share is currently estimated to be \$887.64.³⁰ The highest Individual PAGA Payment is currently estimated to be \$91.84 and the average Individual PAGA Payment is currently

²³ ILYM Decl., ¶ 7.

²⁴ *Id.*, ¶ 8.

²⁵ *Id.*, ¶ 8.

²⁶ *Ibid.*

²⁷ *Id.*, ¶¶ 11 & 12.

²⁸ *Id.*, ¶ 15.

²⁹ *Id.*, see also, n.**Error! Bookmark not defined.**, *supra*.

³⁰ *Id.*, ¶ 15. The actual average and highest Individual Settlement Shares will be larger than the amounts stated in the ILYM 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 \$35,000.00 (the difference between the amount sought and the amount authorized under the Settlement, i.e., \$19,342.48, will be part of the Net Settlement Amount) and Class Counsel’s request for attorneys’ fees in an amount that is less than thirty-five percent (35%) (i.e., \$223,333.33) (the difference between the amount sought and the amount authorized under the Settlement, i.e., \$26,824.19, will be part of the Net Settlement Amount). See n.4, *supra*.

1 estimated to be \$59.52.³¹

2 **V. THE COURT SHOULD GRANT FINAL APPROVAL OF THE CLASS ACTION**
3 **SETTLEMENT.**

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

7 the strength of plaintiffs' case, the risk, expense, complexity and likely duration
8 of further litigation, the risk of maintaining class action status through trial, the
9 amount offered in settlement, the extent of discovery completed and the stage of
10 the proceedings, the experience and views of counsel, the presence of a
11 governmental participant, and the reaction of the class members to the proposed
12 settlement.

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

18 The proponent of the settlement has the burden to show that it is fair and reasonable.
19 *Wershba, supra*, 91 Cal.App.4th at 245. At the final approval stage, a presumption of fairness
20 exists where, as here: "(1) the settlement is reached through arm's-length bargaining; (2)
21 investigation and discovery are sufficient to allow counsel and the court to act intelligently; (3)
22 counsel is experienced in similar litigation; and (4) the percentage of objectors is small." *Dunk,*
23 *supra*, 48 Cal.App.4th at 1802. In reviewing a class settlement, the court need not reach any
24 ultimate conclusions on the issues of fact and law that underlie the merits of the dispute.
25 *7-Eleven Owners for Fair Franchising v. Southland Corp.* (2000) 85 Cal.App.4th 1135, 1146.
26 The inquiry is not whether the settlement agreement is the best one that class members could
27 have possibly obtained, but whether the settlement, taken as a whole, is "fair, adequate, and
28 reasonable." *Chavez v. Netflix, Inc.* (2008) 162 Cal.App.4th 43, 55. A settlement need not
obtain 100 percent of the damages sought in order to be fair, reasonable, and ultimately,

³¹ ILYM Decl., ¶ 17.

1 meaningful. *Wershba, supra*, 91 Cal.App.4th at 251. Even if the proposed settlement affords
2 relief that is substantially narrower than it would be if the case were to be successfully litigated,
3 that is no bar to a class settlement because the public interest may indeed be served by a
4 voluntary settlement in which each side gives ground in the interest of avoiding prolonged
5 litigation. *Id.*

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

8 The Parties actively litigated the Actions since prior to the commencement of the Osby
9 Class Action on August 16, 2021, the Osby PAGA Action on October 29, 2021, the Miranda
10 Class Action”) on November 10, 2021, and Miranda PAGA Action on November 10, 2021 (i.e.,
11 Actions). Class Counsel conducted significant investigation and informal discovery into the facts
12 of the cases, to assess the veracity, strength, and scope of the claims, and was preparing for class
13 certification and trial prior to reaching the Settlement.³²

14 The Parties conducted significant informal discovery and investigation into the facts of
15 the cases, and also informally exchanged a large volume of information, documents, and data
16 throughout the course of the litigation and in connection with the mediation and settlement
17 negotiations.³³ The volume of data and documents that Class Counsel reviewed and analyzed
18 included and was not limited to: employment records of Plaintiffs and other Class Members,
19 Class Members’ time and pay data, Defendant’s Employment Policies, financial information
20 (including but not limited to pay statements and earning statements), job descriptions,
21 Defendants’ operations and employment practices, forms, procedures, and policies (including but
22 not limited to, Meal Period and Rest Break Policy, Overtime Policy, Business Expense
23 Reimbursement Policy, Dress Code Policy), among other information and documents. Class
24 Counsel had the opportunity to interview Plaintiffs and other Class Members to gather facts and
25 to identify potential witnesses.³⁴ Counsel for the Parties met and conferred on numerous
26

27 ³² Ghosh Decl., ¶ 6.

28 ³³ *Id.*, ¶ 8.

³⁴ *Ibid.*

occasions, e.g., to discuss issues relating to the pleadings, case management, the production of information, documents, and data obtained from Plaintiffs, Defendants, and other sources.³⁵ Other work performed by Class Counsel included, and was not limited to, case strategy and analysis; drafting, reviewing, and revising the pleadings, motion-related papers, mediation brief, and settlement-related papers; and preparing for and attending court proceedings, settlement negotiations, and the mediations, among other tasks.³⁶

The Parties engaged in extensive settlement negotiations and participated in a formal, full-day mediation conducted by Jeffrey Krivis, Esq., a well-respected mediator experienced in mediating complex wage and hour matters.³⁷ In the course of the mediations and settlement negotiations, the Parties exchanged class information, documents, and data, and discussed all aspects of the cases, including and not limited to, the risks and delays of further litigation, the risks to the Parties of proceeding with class certification and trial, the law relating to class certification, off-the-clock theory, misclassification theory, exemption, regular rate, rounding, meal and rest periods, waivers, representative PAGA claims, and wage-and-hour enforcement, as well as the evidence produced and analyzed, and the possibility of appeals, among other things.³⁸ During all settlement discussions, the Parties conducted their negotiations at arm's length in an adversarial position.³⁹ Arriving at a settlement that was acceptable to both Parties was not easy. Defendant and its counsel felt strongly about their ability to prevail on the merits and at certification, and Plaintiffs and Class Counsel believed that they would be able to obtain class certification and prevail at trial.⁴⁰ After conducting investigations, significant formal and informal discovery, extensive settlement negotiations, and with the aid of the Mediator's evaluation, the Parties have agreed that the non-exempt putative class members' wage and hour claims were well-suited for resolution on a class-wide and PAGA basis, given the legal issues

³⁵ *Ibid.*

³⁶ *Ibid.*

³⁷ Ghosh Decl., ¶ 8.

³⁸ *Id.*

³⁹ *Id.*

⁴⁰ *Id.*

1 relating to Plaintiffs' principal claims, as well as the costs and risks to both sides that would
2 attend further litigation.⁴¹

3 The Settlement takes into account the strengths and weaknesses of each side's position
4 and the uncertainty of how the cases might have concluded at certification, trial, and/or
5 appeals.⁴² Class Counsel analyzed a large volume of information, documents, and data obtained
6 from Defendants, Plaintiffs, and other sources, and performed research regarding applicable law,
7 which is evolving as it relates to certification, off-the-clock theory, misclassification theory,
8 exemption, regular rate, rounding, meal and rest periods, waivers, representative PAGA claims,
9 wage-and-hour enforcement, Plaintiffs' claims, and Defendants' defenses thereto, as well as facts
10 discovered.⁴³ The Settlement was based on this large volume of facts, evidence, and
11 investigation.⁴⁴ Additionally, Class Counsel have extensive experience in handling complex
12 wage-and-hour actions, including significant experience in employment class action litigation.⁴⁵

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

15 The Settlement, which provides for a Total Settlement Amount of \$700,000.00,
16 represents a fair, adequate, and reasonable resolution of the cases, given the risks inherent in
17 litigating class and representative claims through certification proceedings, trial, and/or appeals.⁴⁶
18 The Settlement was calculated using information and data uncovered through extensive case
19 investigation, informal discovery, and the exchange of information in the context of mediation
20 and ongoing settlement negotiations.⁴⁷ Had the actions not settled, Defendant would have
21 vigorously challenged class certification, manageability of representative adjudication, and
22 liability. Defendant contended that individualized questions of fact predominated over any
23 common issues, and these issues would pose challenges to certification and representative
24

25 ⁴¹ Ghosh Decl., ¶ 8.

26 ⁴² *Ibid.*

27 ⁴³ *Id.*, ¶ 7.

28 ⁴⁴ *Id.*, ¶¶ 6-8.

⁴⁵ *Id.*, ¶¶ 13-18.

⁴⁶ *Id.*, ¶¶ 8 & 21.

⁴⁷ *Id.*, ¶¶ 6-8.

1 adjudication. Defendant would have likely argued again at trial, if any, that Plaintiffs' claims
2 were not appropriate for class-wide and/or representative adjudication. On the other hand,
3 Defendant also faced the risk of the Court certifying a class and allowing a jury to decide
4 Plaintiffs' claims on a class-wide or representative basis. Additionally, preparation for trial
5 would have been expensive for all parties.

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

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

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

2 The Settlement, which provides for a Total Settlement Amount of Seven Hundred
3 Thousand Dollars and Zero Cents (\$700,000.00), represents a fair, adequate, and reasonable
4 resolution of the matter.⁴⁸ The Settlement was calculated using the information and data
5 uncovered through extensive case investigation, informal discovery, and the exchange of
6 information in the context of preparing for mediation and conducting ongoing settlement
7 negotiations.⁴⁹ The Settlement takes into account the potential risks and rewards inherent in any
8 case and, in particular, in this matter.⁵⁰ Moreover, considering all of the facts and circumstances
9 of the cases, the Total Settlement Amount represents a considerable recovery.⁵¹

10 Assuming that the Attorneys' Fees and Costs, Enhancement Payment, PAGA Amount,
11 and Settlement Administration Costs are approved by the Court and paid in the full amounts
12 provided for by the Settlement, in addition to the Miranda Individual Settlement Payment, the
13 Settlement provides for a Net Settlement Amount that is currently estimated to be Three Hundred
14 Thirty-Nine Thousand Two Hundred Seventy-Four Dollars and Nineteen Cents (\$339,274.19).
15 Under the Settlement Agreement, the Total Settlement Amount will be fully paid out, in
16 accordance with the terms of the Settlement. As discussed in Section III, *supra*, each Settlement
17 Class Member will be paid a *pro rata* share of the Net Settlement Amount, based on the number
18 of Workweeks credited to him or her, and each PAGA Member will be paid a *pro rata* share of
19 25% of the PAGA Amount, based on the number of Workweeks during the PAGA Period
20 credited to him or her.⁵² To date, there are three hundred and fifty-two (352) Settlement Class
21 Members, representing 93.61% of the Class Members.⁵³ The highest Individual Settlement Share
22 is currently estimated to be \$1,681.99 and the average Individual Settlement Share is currently
23 estimated to be \$887.64.⁵⁴ The highest Individual PAGA Payment is currently estimated to be

24 ⁴⁸ Ghosh Decl., ¶ 21.

25 ⁴⁹ *Id.*, ¶ 6.

26 ⁵⁰ *Id.*, ¶ 8.

27 ⁵¹ *Id.*, ¶¶ 11 & 21.

28 ⁵² Settlement Agreement, ¶ 3.2.4.

⁵³ ILYM Decl., ¶ 15.

⁵⁴ *Id.*, ¶ 15. The actual average and highest Individual Settlement Shares will be larger than the amounts stated in the ILYM Declaration because the Net Settlement Amount is larger due to Class Counsel's request for

\$91.84 and the average Individual PAGA Payment is currently estimated to be \$59.52.⁵⁵ These are significant individual recoveries, particularly in light of the risks of litigation.

At the final approval stage, “[a]n allocation formula need only have a reasonable, rational basis [to warrant approval], particularly if recommended by experienced and competent class counsel.” *In re American Bank Note Holographics, Inc., Securities Litigation* (S.D.N.Y. 2001) 127 F.Supp.2d 418, 429-30. The *pro rata* allocation here is a fair and reasonable way to distribute the Net Settlement Amount. In light of the above considerations, Class Counsel believes that the Settlement as a whole is fair, reasonable, and adequate, and in the best interest of the Class, the State of California, and PAGA Members.⁵⁶ Although the recommendations of Class Counsel are not conclusive, the Court can properly take the recommendations into account, particularly if Class Counsel appears to be competent, has experience with this type of litigation, and significant discovery and investigation have been completed, as is the case here. Conte & Newberg, *Newberg on Class Actions* (4th Ed., 2002) § 11.47. Accordingly, the Court should grant final approval of the Settlement.

D. The Class Was Represented by Competent Counsel.

Class Counsel has extensive experience in employment class action law and complex wage-and-hour litigation.⁵⁷ 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.⁵⁸ Both parties’ counsel were capable of assessing the strengths and weaknesses of the Class Members’ claims against Defendant and the benefits of the Settlement under the circumstances of the cases and in the context of a private, consensual settlement agreement.

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reimbursement of litigation costs and expenses in an amount that is less than \$35,000.00 (the difference between the amount sought and the amount authorized under the Settlement, i.e., \$19,342.48, will be part of the Net Settlement Amount) and Class Counsel’s request for attorneys’ fees in an amount that is less than thirty-five percent (35%) (i.e., \$223,333.33) (the difference between the amount sought and the amount authorized under the Settlement, i.e., \$26,824.19, will be part of the Net Settlement Amount). See n.4, *supra*.

⁵⁵ ILYM Decl., ¶ 17.

⁵⁶ Ghosh Decl., ¶ 21.

⁵⁷ *Id.*, ¶¶ 13-18.

⁵⁸ *Ibid.*

1 **E. The Objections to the Settlement Should Be Overruled.**

2 The Settlement has been well received by the Class. Although one (1) Class Member
3 submitted a written Objection, for the reasons discussed herein, this Objection does not raise any
4 reasons for this Court to decline granting final approval of the Settlement and the Objection
5 should be overruled.

6 Despite the submission of one (1) written Objection, this Class Member has not raised
7 any objections regarding the Total Settlement Amount or requested Attorneys' Fee, Costs,
8 Settlement Administration Costs, or the allocation for PAGA Amount. California courts have
9 consistently found that a small number of objectors indicates the class' support for a settlement
10 and strongly favors final approval. *Wershba, supra*, 91 Cal.App.4th at 250-51 (final approval
11 granted despite 20 objectors); *7-Eleven Owners, supra*, 85 Cal.App.4th at 1152-53 (final
12 approval granted despite 9 objectors).

13 Importantly, the Objection does not raise a substantive objection to the Class Settlement
14 or good cause for the Court to find that the Settlement is not fair, reasonable, and adequate, and
15 the Objection should be overruled in its entirety; it appears that the so-called objection was
16 submitted by an individual who believes that he or she personally suffered little to no damages
17 and does not wish to partake in the case and a Class Member, as such, the submission should be
18 treated as an opt-out.

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

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

22 Trial courts have "wide latitude" in assessing the value of attorneys' fees and their
23 decisions will "not be disturbed on appeal absent a manifest abuse of discretion." *Lealao v.*
24 *Beneficial Cal., Inc.* (2000) 82 Cal.App.4th 19, 41; *Ketchum v. Moses* (2001) 24 Cal.4th 1122,
25 1132 (The "experienced trial judge is the best judge of the value of professional services
26 rendered in his court[.]"); *Cellphone Termination Fee Cases* (2009) 180 Cal.App.4th 1110, 1118.
27 Where the amount of a settlement is a "certain easily calculable sum of money," California
28 courts may calculate attorneys' fees as a reasonable percentage of the settlement. Weil and

Brown, California Practice Guide, *Civil Procedure Before Trial*, Chapter 14, § 14:145; *see also* *Laffitte v. Robert Half Int’l Inc.* (2016) 1 Cal.5th 480, 503; *Dunk, supra*, 48 Cal.App.4th at 1808. The percentage-of-the-benefit approach is preferred in class and representative actions because “it better approximates the workings of the marketplace than the lodestar approach.” *Lealao, supra*, 82 Cal.App.4th at 49.

California law provides that an attorneys’ fees award should be equivalent to fees paid in the legal marketplace for the result achieved and risk incurred. *Id.* at 47-50; *Laffitte v. Robert Half Int’l, Inc.* (2016) 1 Cal.5th 480, 503. In *Lealao*, the court held that when an action leads to a recovery that can be “monetized” with a reasonable degree of certainty, the trial court should “ensure that the fee awarded is within the range of fees freely negotiated in the legal marketplace in comparable litigation.” *Lealao, supra*, 82 Cal.App.4th at 50. Fee awards that are too small will “chill the private enforcement essential to the vindication of many legal rights and obstruct the representative actions that often relieve the courts of the need to separately adjudicate numerous claims.” *Lealao, supra*, 82 Cal.App.4th at 53.

“The ultimate goal . . . is the award of a ‘reasonable’ fee to compensate counsel for their efforts, irrespective of the method of calculation.” *Consumer Privacy Cases* (2009) 175 Cal.App.4th 545, 557-58 (quoting *Apple Computer, Inc. v. Superior Court, supra*, 126 Cal.App.4th at 1270). It is not an abuse of discretion to choose one method over another as long as the method chosen is applied consistently using percentage figures and/or rates that accurately reflect the marketplace. In cases where class members present claims against a settlement amount and the settlement agreement provides that the defendant agrees to paying the attorneys a percentage of the same, use of that percentage method is appropriate. *Lealao, supra*, 82 Cal.App.4th at 32.

Historically, courts have awarded fees as high as fifty percent (50%) of the settlement, depending on the circumstances of the case. Conte & Newberg, *Newberg on Class Actions* (4th Ed., 2002) § 14.03; *see also In re Ampicillin Antitrust Litig.* (D.D.C. 1981) 526 F.Supp. 494 (awarding attorneys’ fees in the amount of 45% of the settlement amount of \$7.3 million); *Beech Cinema, Inc. v. Twentieth-Century Fox Film Corp.* (S.D.N.Y. 1979) 480 F.Supp. 1195 (awarding

approximately 53% of the settlement amount as attorneys' fees). California courts routinely approve class action attorneys' fees awards "averag[ing] around one-third of the recovery." *Chavez v. Netflix, Inc.* (2008) 162 Cal.App.4th 43, 66 n.11 (lower court found 20 to 40 percent range of contingency fee in marketplace was appropriate in class actions); *see also Laffitte*, 1 Cal.5th at 488 & 506 (approving fee award of 1/3 of common fund of \$19 million).

B. A Fee Award of a Percentage of the Entire Fund Is Appropriate.

California and federal courts have long recognized that an appropriate method for determining the award of attorneys' fees is based on a percentage of the total value of benefits made available to class members by the settlement. *Laffitte*, 1 Cal.5th at 503; *Boeing Co. v. Van Gemert* (1980) 444 U.S. 472, 478; *Paul, Johnson, Alston & Hunt v. Gaulty* (9th Cir. 1989) 886 F.2d 268, 272; *Vincent v. Hughes Air West, Inc.* (9th Cir. 1977) 557 F.2d 759, 769; *Serrano v. Priest* (1977) 20 Cal.3d 25, 34.⁵⁹ 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

⁵⁹ 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.

cross-check and use other means to evaluate the reasonableness of a requested percentage fee[.]" and "[t]he percentage [...] method survives in California." *Id.* (internal quotes omitted).

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

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

Under the terms of the Settlement Agreement, Defendants will pay a Total Settlement Amount of \$700,000.00. The requested attorneys' fees are one-third (1/3) of the total value of the monetary settlement (less the \$30,000.00 for the Miranda Individual Settlement, i.e., \$670,000.00 ("Class Settlement Fund Amount")). In light of Class Counsel's successful prosecution and resolution of the cases, the requested attorneys' fees are appropriate and reasonable.

Compensating class counsel in class litigation on a percentage basis makes good sense because: (1) it is consistent with the private marketplace where contingent fee attorneys are customarily compensated on such a basis; (2) it aligns the interests of class counsel and absent class members in achieving the maximum possible resolution of the cases; and (3) it encourages the most efficient and expeditious resolution of the litigation by providing an incentive for early,

1 yet reasonable, settlement. The requested attorneys' fees in this matter satisfy all of those factors
2 and as such and should be approved on a percentage basis.

3 The percentage method is consistent with, and is intended to mirror, the practice in the
4 private marketplace where contingent-fee attorneys typically negotiate percentage-fee
5 arrangements with their clients. A named plaintiff's agreement to pay a contingent fee is
6 powerful evidence of a reasonable fee. One of the best ways to demonstrate the value of
7 counsel's work to the class is to review the consideration agreed to be paid by the named
8 plaintiff. If the named plaintiff has employed counsel on a contingency-fee basis, it would
9 indeed be inequitable for the members of the class, who will enjoy the benefits of the settlement
10 without incurring the risks of bringing the claim, to pay less than the named plaintiff. In this
11 case, Plaintiffs have each agreed to contingency fees in excess of the amount sought.⁶⁰

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

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

27 _____
28 ⁶⁰ Ghosh Decl., ¶ 9.

Class Counsel have obtained a substantial recovery on behalf of Plaintiffs and the Class, and the results achieved justify an attorneys' fees award that is the equivalent of the standard market fee and that is consistent with the contingency-fee agreement 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 the legal services properly; (4) the preclusion of other employment by the attorney due to the acceptance of the case; (5) the customary fee; (6) whether the fee is fixed or contingent; (7) time limitation imposed by the client or the circumstances; (8) the amount involved and results obtained; (9) the experience, reputation and ability of the attorney; (10) the undesirability of the case; (11) the nature and length of the professional relationship with the client; and (12) awards in similar cases. *Camden I Condominium Association, Inc. v. Dunkel* (11th Cir. 1991) 946 F.2d 768, 772.

Each and every one of these factors favors the attorneys' fees sought here; however, some of the most relevant factors to this Court's fee determination will be addressed herein. The award of attorneys' fees in the amount of \$223,333.33 (which is 1/3 of the Class Settlement Fund Amount) is commensurate with the time, effort, and expense dedicated to the cases, the contingent nature of Class Counsel's fee and the risks taken in commencing the case, the skill and determination required, the results that Class Counsel have achieved, and the value of the settlement that Class Counsel have obtained for the Class Members.

1. *Time & Labor.*

Class Counsel used its experience and skills, and dedicated the full extent of resources, to litigate and bring this matter to a successful conclusion on behalf of the Class. Moreover, as

demonstrated in the supporting declaration, Class Counsel has extensive experience in the handling of class actions and complex litigation matters.⁶¹

As outlined in the Declaration of Joanna Ghosh, Class Counsel have fully and actively participated in litigation of this cases.⁶² Prior to commencing the lawsuit, Class Counsel had conducted a significant amount of investigation into the factual and legal issues, Defendant's business, and its operations and employment policies, practices, and procedures.⁶³ During the litigation of the actions, Class Counsel had the opportunity to interview Plaintiffs and other Class Members; reviewed and analyzed a large volume of pages of information, documents and data obtained from Defendant, Plaintiffs, and other sources; and prepared liability, damages, penalties, and valuation calculations.⁶⁴ Class Counsel also met and conferred with Defendant's counsel on numerous occasions, e.g., to discuss issues relating to the pleadings, case management, and the production of information, documents and data, among other things; engaged in settlement negotiations with Defendant's counsel; and prepared for and attended court proceedings, mediation sessions, and settlement negotiations.⁶⁵

Class Counsel has dedicated staffing and monetary resources necessary to prosecute this matter diligently and with maximum efficiency and has fully and actively participated in the litigation process. The Task and Time Chart, which is attached as EXHIBIT A to the accompanying Declaration of Joanna Ghosh, sets forth in detail the hours that Class Counsel has spent performing tasks on behalf of Plaintiffs and the Class. The Task and Time Chart is thorough and comprehensive, and was prepared so that the Court can peruse it without having to set forth each and every task in the body of this Motion. The Court is respectfully referred to the chart, which sets forth the history of the work performed by Class Counsel, commencing with the pre-filing analysis and research, and continuing up to settlement and final approval. Class Counsel has spent 381.00 hours performing tasks and to obtain a significant recovery on behalf

⁶¹ Ghosh Decl., ¶¶ 13-18.

⁶² *Id.*, ¶ 6.

⁶³ *Id.*

⁶⁴ *Ibid.*

⁶⁵ *Id.*, ¶ 6.

of Plaintiffs and the Class. These hours were required to bring this matter to its successful conclusion. In light of the value of time expended and the carrying of costs involved in litigating this case, the requested attorneys' fees are fair, adequate, and reasonable.

2. The Skill Required to Perform Legal Services Properly.

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

Class Counsel undertook significant investigation, analysis, and research prior to filing this case, during the litigation, and prior to mediation. Class Counsel took steps to prepare the matter for class certification and representative adjudication and had every intention of taking the case to trial on a class-wide basis if Defendant did not offer an appropriate class-wide settlement. Despite all of the obstacles that had to be overcome, as demonstrated in the Declaration of Joanna Ghosh, Class Counsel used their extensive experience in the handling of class actions and complex wage-and-hour litigation matters in order to obtain the Settlement with maximum efficiency.⁶⁶

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

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

The Settlement at this stage is preferred over continued litigation because such resolutions save time and money that would otherwise go to litigation. The risks and expenses of

⁶⁶ Ghosh Decl., ¶¶ 13-18.

further litigation outweighed any benefit that might have been gained otherwise. The Settlement provides an immediate recovery, as opposed to an uncertain result in the future after prolonged litigation involving expert discovery, trial preparation, class certification proceedings, and appellate review of those proceedings. The Settlement offers present relief and/or recovery to Settlement Class Members, the State of California, and PAGA Members, while avoiding the further expense, risk, and delay in obtaining possible recovery at an unknown time in the future.

As a result of this litigation and extensive settlement negotiations, Defendant agreed to pay a Total Settlement Amount of \$700,000.00 to settle the matter. After deducting the attorneys' fees (\$223,333.33), litigation costs and expenses (\$19,342.48), Enhancement Payment (\$7,500.00), Settlement Administration Costs (\$10,550.00), Miranda Individual Settlement Payment (\$30,000.00) and PAGA Penalty Amount (\$70,000.00) from the Total Settlement Amount, it is currently estimated that the Net Settlement Amount is approximately \$339,274.19.⁶⁷ The Net Settlement Amount will be fully distributed in accordance with the terms of the Settlement. The highest Individual Settlement Share is currently estimated to be \$1,681.99 and the average Individual Settlement Share is currently estimated to be \$887.64.⁶⁸ The highest Individual PAGA Payment is currently estimated to be \$91.84 and the average Individual PAGA Payment is currently estimated to be \$59.52.⁶⁹ The Settlement offers significant monetary relief to the Settlement Class Members.

4. Whether the Fee Is Fixed or Contingent.

Plaintiffs entered into a contingency fee agreement with Class Counsel, and the representation of the Class provided by Class Counsel has been wholly contingent. Class Counsel took on the case without knowing whether any recovery would be obtained. Class

⁶⁷ ILYM Decl., ¶ 19; see n.4, *supra*.

⁶⁸ *Id.*, ¶ 15. The actual average and highest Individual Settlement Shares will be larger than the amounts stated in the ILYM 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 \$35,000.00 (the difference between the amount sought and the amount authorized under the Settlement, i.e., \$19,342.48, will be part of the Net Settlement Amount) and Class Counsel's request for attorneys' fees in an amount that is less than thirty-five percent (35%) (i.e., \$223,333.33) (the difference between the amount sought and the amount authorized under the Settlement, i.e., \$26,824.19, will be part of the Net Settlement Amount). See n.4, *supra*.

⁶⁹ *Id.*, ¶ 17.

Counsel has invested 381.00 hours of time to obtain relief on behalf of Plaintiffs and the Class.⁷⁰ Class Counsel has also incurred litigation costs and expenses in the amount of \$19,342.48.⁷¹

Class Counsel have borne all of the risks and costs of litigation and will not receive any compensation until recovery is obtained.⁷² Class Counsel are well-experienced in wage-and-hour class action and complex litigation and used that experience to obtain a great result.⁷³ The skill and determination that Class Counsel have 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.

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.

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]

⁷⁰ Ghosh Decl., ¶ 11, Exh. A;

⁷¹ *Id.*, ¶ 19.

⁷² *Ibid.*

⁷³ *Id.*, ¶¶ 13-18.

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 and the Class are reasonable in light of the risks inherent in further litigating this matter. Class Counsel’s efforts have resulted in a settlement that provides for a Total Settlement Amount of \$700,000.00. The Total Settlement Amount will be fully paid out, in accordance with the terms of the Settlement Agreement. The highest Individual Settlement Share is currently estimated to be \$1,681.99 and the average Individual Settlement Share is currently estimated to be \$887.64.⁷⁴ The highest Individual PAGA Payment is currently estimated to be \$91.84 and the average Individual PAGA Payment is currently estimated to be \$59.52.⁷⁵

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 matter 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.⁷⁶

D. The Lodestar Methodology Also Justifies Approval of the Requested Fees, Because Class Counsel Have 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

⁷⁴ ILYM Decl., ¶ 15. The actual average and highest Individual Settlement Shares will be larger than the amounts stated in the ILYM 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 \$35,000.00 (the difference between the amount sought and the amount authorized under the Settlement, i.e., \$19,342.48, will be part of the Net Settlement Amount) and Class Counsel’s request for attorneys’ fees in an amount that is less than thirty-five percent (35%) (i.e., \$223,333.33) (the difference between the amount sought and the amount authorized under the Settlement, i.e., \$26,824.19, will be part of the Net Settlement Amount). See n.4, *supra*.

⁷⁵ ILYM Decl., ¶ 17.

⁷⁶ Ghosh Decl., ¶¶ 13-18.

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.

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

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.

As discussed above, the case was highly contested and required a significant amount of time and labor. Defendant made it clear very early on that it disputed all of the allegations of the case and disputed that the matter was appropriate for class or representative treatment. Defendant raised affirmative defenses and denied liability, and the pursuit of this matter involved gathering and analyzing data not only from Defendant but also from the Class Members. The handling of the case involved a great amount of effort, and also required and involved the exercise of a high level of skill, which Class Counsel have as a result of their extensive experience in employment class actions and complex wage-and-hour litigation. Long and difficult battles would have followed as the cases moved toward certification and trial, including taking and defending depositions of Defendant’s Person Most Knowledgeable designees, percipient witnesses, and experts, propounding discovery requests and conducting additional document production, and engaging in extensive motion practice. As Class Counsel geared up for these battles, Class Counsel undertook intense preparation in an attempt to resolve the entire

1 matter through mediation.

2 Class Counsel had to bring together a large volume of information, documents and data
3 that were obtained from Defendant, Plaintiffs, and through other sources. Class Counsel
4 conducted extensive review and analysis of these documents and data to strategize the action and
5 to prepare for and attend mediation and engage in settlement discussions.

6 As discussed above in Part VI.C.1, *infra*, attached to the Declaration of Joanna Ghosh are
7 time and charts that set forth in detail the numerous tasks that Class Counsel performed on behalf
8 of Plaintiffs and the Class, and the time required for completing those tasks.⁷⁷ The charts
9 demonstrate that Lawyers for Justice, PC have spent a total of 381.00 hours litigating the cases
10 and finalizing the Settlement.⁷⁸ In light of the facts and circumstances of the cases, as well as the
11 results that Class Counsel have achieved on behalf of Plaintiffs and the Class Members, Class
12 Counsel have spent a reasonable number of hours on this matter. In addition, Class Counsel will
13 continue to perform work on this matter through the date of final approval and in connection
14 with the implementation of the Settlement.

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

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

24 Class Counsel has been actively involved in this case, prior to its commencement and all
25 the way up to the present, and Class Counsel's dedication to providing representation in this
26 matter has precluded other employment. Here, Class Counsel bore the risk that, despite all of

27 ⁷⁷ See Ghosh Decl., Exh. A;

28 ⁷⁸ Ghosh Decl., ¶ 11.

1 their efforts and skills employed, there may be no recovery. Ultimately, Class Counsel was
2 successful in reaching a settlement of \$700,000.00.

3 As set forth in the Declaration of Joanna Ghosh, the professional backgrounds and
4 experience of Lawyers for Justice, PC support a reasonable blended hourly rate of compensation
5 of at least \$850 per hour for services provided by Class Counsel.⁷⁹ Lawyers for Justice, PC has
6 been awarded attorneys' fees, compensating the firm at the blended rate of at least \$850 for legal
7 service performed, by courts of this state.⁸⁰ While the circumstances of every case is unique, the
8 fact remains that the work performed and efforts undertaken by Class Counsel on behalf of the
9 Class Members justify the requested attorneys' fees.

10 Applying the rate of \$850 per hour to 381.00 hours for services provided by Class
11 Counsel would place a reasonable value of \$323,850.00 based on lodestar, for the work
12 performed by Class Counsel. However, Class Counsel only seeks attorneys' fees in the amount
13 of \$223,333.33, which is one-third (1/3) of the total recovery, as provided for by the Settlement
14 Agreement.

15 It also bears noting that a court may apply a multiplier in consideration for risk,
16 efficiency, and/or obtaining a substantial result, to enhance the lodestar for purpose of cross-
17 check. See *Ketchum*, 24 Cal.4th at 1133-34 (holding that a risk multiplier may be applied to
18 compensate contingency fee attorneys at a fair market rate). Such an enhancement "mirrors the
19 established practice in the private legal market of rewarding attorneys for taking the risk of
20 nonpayment by paying them a premium over their normal hourly rates for winning contingency
21 cases." *Vizcaino*, 290 F.3d at 1051; *accord Ketchum, supra*, 24 Cal.4th 1122, 1132-34. A risk
22 multiplier also serves to bring the financial incentives for enforcing important rights "into line
23 with incentives [attorneys] have to undertake claims for which they are paid on a fee-for-services
24 basis." *Ketchum*, 24 Cal.4th at 1132. Courts have also approved fee awards with multipliers of 2
25 and even higher. See, e.g., *City of Oakland v. Oakland Raiders* (1988) 203 Cal.App.3d 78
26 (affirming a 2.34 multiplier without remand); *Wershba, supra*, 91 Cal.App.4th at 255

27 ⁷⁹ Ghosh Decl., ¶ 11.

28 ⁸⁰ *Id.*

1 (“Multipliers can range from 2 to 4 or even higher.”); *Sutter Health Uninsured Pricing Cases*
2 (2009) 171 Cal.App.4th 495, 512 (applying a 2.52 multiplier on a lodestar cross-check); *Chavez,*
3 *supra*, 162 Cal.App.4th at 66 (applying a 2.5 multiplier in a consumer class action).

4 The lodestar method as a cross-check to the percentage figure sought strongly supports
5 the reasonableness of the requested attorneys’ fees. Accordingly, Plaintiffs respectfully request
6 that the Court grant final approval of, and award, attorneys’ fees in the amount of \$223,333.33 to
7 Class Counsel.

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

10 The Settlement provides for reimbursement of litigation costs and expenses of up to
11 \$35,000.00. As set forth in the Declaration of Joanna Ghosh Class Counsel, Class Counsel seeks
12 reimbursement of \$19,342.48 in litigation costs and expenses.⁸¹ This amount was reasonable and
13 necessary in the prosecution of the case and to obtain the Settlement.⁸² The cost savings of
14 \$15,657.52 will be part of the Net Settlement Amount, which will be distributed to the
15 Settlement Class Members in accordance with the Settlement.⁸³ Accordingly, Plaintiff requests
16 that the Court award litigation costs and expenses in the amount of \$19,342.48 to Class Counsel.

17 **VIII. THE SETTLEMENT ADMINISTRATION COSTS ARE FAIR AND**
18 **REASONABLE AND SHOULD BE APPROVED.**

19 As set forth in the accompanying ILYM Declaration, the total costs incurred and to be
20 incurred by ILYM for the notice and settlement administration process are \$10,550.00.⁸⁴ The
21 costs incurred and to be incurred include, but are not limited to, translating, and mailing the
22 Class Notice to the Class Members in both English and Spanish; printing, distributing; and
23 tracking Class Notices and other documents, calculating and distributing payments, performing
24 skip-trace searches on Class Notices returned as undeliverable; re-mailing the Class Notices to
25 any updated addresses located by skip-trace search; receiving, reviewing, and processing

26 ⁸¹ Ghosh Decl., ¶ 19.

27 ⁸² *Id.*

28 ⁸³ *Id.*

⁸⁴ ILYM Decl., ¶ 17.

Requests for Exclusion, Objections, and Workweeks disputes (if any); handling inquiries from Class Members regarding the Settlement; calculating Individual Settlement Share and Individual PAGA Payments and preparing the associated tax forms; and transmitting payments, among other things.⁸⁵

Accordingly, the Court should grant final approval of payment to ILYM, a necessary third-party administrator, for its handling of the notice and settlement process, in the amount of \$10,550.00.

IX. THE REQUESTED ENHANCEMENT PAYMENT TO PLAINTIFF OSBY IS FAIR AND REASONABLE, AND SHOULD BE APPROVED.

The Settlement provides for an Enhancement Payment in the amount of \$7,500.00 to Plaintiff Asia Osby to compensate Plaintiff Osby for the time and effort that she expended on behalf of the Class, PAGA Members, and the State of California. The requested Enhancement Payment is both common and reasonable and should be awarded.

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

The requested Enhancement Payment is fair and appropriate because Plaintiff Osby spent a substantial amount of time and effort producing relevant documents and past employment records, as well as providing the facts and evidence to support the prosecution of the claims pertaining to non-exempt putative class members.⁸⁶ Plaintiff Osby was available whenever Class Counsel needed her and actively tried to obtain, and gave, information to support the pursuit of

⁸⁵ *Id.*, ¶ 3.

⁸⁶ Ghosh Decl., ¶ 20; Declaration of Asia Osby (“Osby Decl.”), ¶¶ 3-5.

the cases.⁸⁷

Accordingly, it is appropriate and just for Plaintiff Osby to receive \$7,500.00 as a reasonable enhancement payment for her services in the Osby Class Action and Osby PAGA Action, in addition to her individual settlement payments.

X. CONCLUSION

For the foregoing reasons, Plaintiffs respectfully request that the Court grant final approval of the Settlement, Attorneys' Fees and Costs, Enhancement Payment, PAGA Amount, and Settlement Administration Costs, in their entirety, as sought herein; and permit the filing of a memorandum that exceeds the page limit.

Dated: July 8, 2024

LAWYERS for JUSTICE, PC

By:



Yasmin Hosseini
Attorneys for Plaintiff and the Class

⁸⁷ Ghosh Decl., ¶ 20; Osby Decl., ¶¶ 3-5.