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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN FRANCISCO

COORDINATION PROCEEDING SPECIAL TITLE [RULE 3.550] ALTUM SENIOR LIVING WAGE AND HOUR CASES Included actions: *Valdies vs. Altum Senior Living, LLC, et al.*, Superior Court of California, County of San Diego, Case No. 37-2021-00032142 *Ortiz vs. Altum Senior Living, LLC*, Superior Court of California, County of San Francisco, Case No. CGC-21-595150	Judicial Council Coordination Proceeding No.: CJC-22-005258 Honorable Jeffrey S. Ross Department 606 **<u>CLASS ACTION</u>** **PLAINTIFFS' NOTICE OF MOTION AND MOTION FOR ATTORNEYS' FEES, AND COSTS AND CLASS REPRESENTATIVE ENHANCEMENT AWARDS; MEMORANDUM OF POINTS AND AUTHORITIES** [Declaration of Settlement Administrator (Lindsay Romo); Declarations of Class Counsel (Selena Matavosian and Benjamin H. Haber); Declarations of Class Representatives (Kylee Valdies and Paloma Ortiz Cruz); and [Proposed] Order Awarding Attorney's Fees and Costs and Class Representative Enhancement Awards filed concurrently herewith] Date: October 31, 2025 Time: 3:00 p.m. Department: 606

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PLEASE TAKE NOTICE that on October 31, 2025 at 3:00 p.m. in Department 606 of the above-entitled Court, located at 400 McAllister Street, San Francisco, California 94102, Plaintiffs Kylee Valdies and Paloma Ortiz Cruz (together, "Plaintiffs" or "Class Representatives") will and hereby do move for an order:

- Awarding payment in the amount of **$129,375.00** to Lawyers *for* Justice, PC and Wilshire Law Firm, PLC (together, "Class Counsel"), representing twenty-five percent (25%) of the Gross Settlement Amount, for the attorneys' fees, which is reasonable and justified on a percentage-basis and also based on a lodestar cross-check;
- Awarding payment in the amount of **$25,000.00** to Class Counsel for reimbursement of litigation costs and expenses; and
- Awarding payment in the amount of **$5,000.00** each to Plaintiffs Kylee Valdies and Paloma Ortiz Cruz, totaling **$10,000.00**, as Class Representative Enhancement Awards.

This motion is made pursuant to Rules 3.764, 3.769, and 3.1113(e) of the California Rules of Court, which, respectively, require that a memorandum in support of class certification not exceed 20 pages, require approval by the Court of a class action settlement, and permit the Court to extend the page limit for memoranda, and California Labor Code section 2699(l)(2), which requires approval by the Court of a PAGA settlement. Unless otherwise specified, all citations and references to the PAGA are to the version of that statute prior to the recent amendment effective July 1, 2024; the amended statute does not apply to the Actions, or the Settlement pursuant to California Labor Code section 2699(v)(1), as amended, because the notice to the Labor and Workforce Development Agency was filed prior to June 19, 2024.

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This motion is based upon the following Memorandum of Points and Authorities; the Declarations of Class Counsel (Selena Matavosian and Benjamin H. Haber), Class Representatives (Kylee Valdies and Paloma Ortiz Cruz), and Settlement Administrator (Lindsay Romo of Simpluris, Inc.) in support thereof; the pleadings and other records on file with the Court in this matter; and such evidence and oral argument as may be presented at the hearing on this motion.

Dated: August 8, 2025

LAWYERS *for* JUSTICE, PC

By: Selena

Selena Matavosian
Attorneys for Plaintiff Kylee Valdies and the Class

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MEMORANDUM OF POINTS AND AUTHORITIES

I. SUMMARY OF MOTION

Plaintiff Kylee Valdies ("Plaintiff Valdies") and Plaintiff Paloma Ortiz Cruz ("Plaintiff Ortiz") (together, "Plaintiffs" or "Class Representatives") seek final approval of: (1) attorneys' fees in the amount of $129,375.00, which is twenty-five percent (25%) of the Gross Settlement Amount, and reimbursement of litigation costs and expenses in the amount of $25,000.00 (together, "Attorneys' Fees and Costs") to Lawyers *for* Justice, PC and Wilshire Law Firm, PLC (together, "Class Counsel"); and (2) payment in the amount of $5,000.00 each to Plaintiffs Kylee Valdies and Paloma Ortiz Cruz ("Class Representative Enhancement Awards"), for a combined total of $10,000.00.[1]

This matter involved, and the Settlement is the product of, meaningful and extensive investigations, and review and analysis of a large volume of information, documents, and data exchanged by Plaintiffs and Defendants Altum Senior Living, LLC and Crescendo Senior Living, LLC, erroneously sued as Crescendo Senior Living of Placentia (together, "Defendants") (collectively with Plaintiffs, the "Parties") in the course of litigation and mediation and settlement negotiations (which involved one full day mediation conducted by Honorable Daniel Buckley (Ret.)).[2]

This matter has required 400.40 hours of attorney time by Class Counsel.[3] As will be demonstrated herein, the request for attorneys' fees, which represents twenty-five percent (25%) of the Gross Settlement Amount, is fully supported by the use of the percentage-fee method. Courts have historically awarded fees of up to fifty percent (50%) of the recovery. The requested attorneys' fees are also supported under the lodestar cross-check method.[4]

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[1] Fifth Amended Class and PAGA Action Settlement and Release Agreement ("Settlement," "Agreement," or "Settlement Agreement"), §§ 4.2 & 4.3.
[2] Declaration of Selena Matavosian in Support of Plaintiffs' Motion for Attorneys' Fees and Costs and Class Representative Enhancement Awards ("Declaration of Selena Matavosian" or "Matavosian Decl."), ¶ 9.
[3] Matavosian Decl., Exh. 1; Declaration of Benjamin H. Haber in Support of Plaintiffs' Motion for Attorneys' Fees, Costs and Representative Enhancement Awards ("Declaration of Benjamin H. Haber or "Haber Decl."), ¶¶ 18 & 19.
[4] Applying a reasonable rate of $850 to 320.30 hours of work performed by Lawyers *for* Justice, PC, and in addition to the base lodestar of $68,605.00 for work performed by Wilshire Law Firm, PLC, the total lodestar fees are $340,860.00, and Class Counsel seeks an attorneys' fees award of $129,375.00.00 (equal to 25% of the Gross Settlement Amount).

Plaintiffs also move for payment in the amount of $5,000.00 each as a Class Representative Enhancement Award (for a total of $10,000.00), to compensate Plaintiffs for the time and efforts that they expended spearheading this lawsuit on behalf of the Class, Aggrieved Employees, and the State of California.

The contemplated requests for Attorneys' Fees and Costs and Class Representative Enhancement Awards were fully disclosed in the Notice of Class Action Settlement ("Class Notice") that was mailed to the members of the Class. Most importantly, as of the date of this Motion, *no Class Member has objected to the Settlement or to the contemplated Attorneys' Fees and Costs and Class Representative Enhancement Awards.*

The Settlement is fair, adequate, and reasonable, and is the product of arm's-length, good-faith negotiations by experienced counsel presided over by a highly-regarded mediator who is experienced in mediating wage-and-hour class action lawsuits. Accordingly, the Court should award the Attorneys' Fees and Costs and Class Representative Enhancement Awards in the full amounts as requested herein.

In order to efficiently present the Court with adequate information to determine whether to award the Attorneys' Fees and Costs and Class Representative Enhancement Awards, Plaintiffs also move for an order permitting the filing of this single consolidated memorandum, although it exceeds the page limit established by California Rules of Court, Rule 3.764, instead of filing several separate motions.

II. RELEVANT PROCEDURAL HISTORY AND FACTUAL BACKGROUND SINCE PRELIMINARY APPROVAL

Defendants are a senior living operations and management company that provides independent living, assisted living, memory support, and respite care. Plaintiffs are former employees of Defendants.

On July 28, 2021, Plaintiff Valdies filed a Class Action Complaint for Damages ("Valdies Complaint") against Defendants, thereby commencing the action entitled *Kylee Valdies v. Altum Senior Living, LLC, et al.*, Superior Court of California for the County of San Diego, Case No. 37-2021-00032142-CU-OE-CTL ("Valdies Action").

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On September 10, 2021, Plaintiff Ortiz filed a Class Action Complaint ("Ortiz Class Complaint") against Defendant Altum Senior Living, LLC, thereby commencing the action entitled *Paloma Ortiz Cruz v. Altum Senior Living, LLC*, Superior Court of California for the County of San Francisco, Case No. CGC-21-595150 ("Ortiz Class Action").

On September 14, 2021, Plaintiff Ortiz provided written notice to the California Labor and Workforce Development Agency ("LWDA") and Defendant Altum Senior Living, LLC of her intent to pursue civil penalties and the specific provisions of the California Labor Code that were allegedly violated by Defendant Altum Senior Living, LLC ("Ortiz PAGA Notice I").

On October 27, 2021, Defendants filed an Answer to the Valdies Complaint.

On November 24, 2021, Plaintiff Ortiz filed a PAGA Representative Action Complaint ("Ortiz PAGA Complaint") against Defendant Altum Senior Living, LLC, thereby commencing the action entitled *Paloma Ortiz Cruz v. Altum Senior Living*, Superior Court of California for the County of San Francisco, Case No. CGC-21-596812 ("Ortiz PAGA Action").

On November 24, 2021, Plaintiff Ortiz submitted an amended notice to the LWDA and Defendant Altum Senior Living, LLC ("Ortiz PAGA Notice II") (together with the Ortiz PAGA Notice I, the "PAGA Notices").

On January 13, 2022, Defendant Altum Senior Living, LLC filed an Answer to the Ortiz PAGA Complaint.

On January 26, 2022, Defendant Altum Senior Living, LLC filed an Answer to the Ortiz Class Complaint.

On August 25, 2022, Plaintiff Ortiz filed a First Amended Class and Representative Action Complaint ("Ortiz First Amended Complaint") against Defendant Altum Senior Living, LLC in the Ortiz Class Action, thereby adding a claim for civil penalties under the Private Attorneys General Act of 2004, California Labor Code § 2698, *et seq.* ("PAGA").

On November 2, 2022, Defendant Altum Senior Living, LLC filed an Answer to the Ortiz First Amended Complaint.

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

Defendants have denied, and continue to deny, any liability and wrongdoing of any kind associated with any of the allegations in the Actions, and further deny that the Actions are appropriate for class treatment or representative adjudication for any purpose other than for settlement purposes only.

On September 16, 2022, Defendants filed a Petition for Coordination and Request for Order Staying Proceedings ("Petition for Coordination"), along with supporting documents, thereby seeking to coordinate the Valdies Action and the Ortiz Class Action.

On December 7, 2022, the Court entered an Order Granting Altum Senior Living, LLC's Petition for Coordination and Request for Stay, thereby granting the Petition for Coordination and coordinating the Valdies Action and the Ortiz Class Action as the Altum Senior Living Wage and Hour Cases, Judicial Council Coordination Proceeding No. CJC-22-005258 in the Superior Court of California for the County of San Francisco ("JCCP Action") (the Valdies Action, Ortiz Class Action, Ortiz PAGA Action, and JCCP Action are collectively referred to as the "Actions").

On March 21, 2023, Plaintiff Ortiz filed a Motion for Dismissal in the Ortiz PAGA Action, along with supporting documents, thereby seeking dismissal of the Ortiz PAGA Action with prejudice.

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On April 13, 2023, the Court entered the Order Granting Motion for Dismissal Order Pursuant to California Rules of Court, Rule 3.770, thereby granting the Motion for Dismissal and dismissing the Ortiz PAGA Action.

The Parties have actively litigated the Actions the Valdies Action was commenced on July 28, 2021. On December 8, 2022, the Parties participated in a formal, full-day mediation conducted by Honorable Daniel Buckley (Ret.), a well-regarded mediator experienced in mediating complex labor and employment matters. With the aid of the mediator's evaluation and after months of extensive settlement negotiations, the Parties ultimately reached the Settlement described herein to resolve the Actions in their entirety.

On August 17, 2023, Plaintiffs filed a Motion for Preliminary Approval of Class Action Settlement, along with supporting documentation ("Original Motion for Preliminary Approval").

On August 18, 2023, Plaintiffs filed the Declaration of Paloma Ortiz Cruz in support of the Original Motion for Preliminary Approval.

On August 30, 2023, Defendants filed the Declaration of April E. Navarro in support of the Original Motion for Preliminary Approval.

On September 5, 2023, Plaintiffs filed the Supplemental Declaration of Yasmin Hosseini in support of the Original Motion for Preliminary Approval.

On September 12, 2023, the Court issued a preliminary approval checklist order, thereby raising multiple points of inquiry regarding the Settlement and requesting additional information in support of the Original Motion for Preliminary Approval ("September 2023 Preliminary Approval Checklist Order").

On September 25, 2023, October 18, 2023, October 19, 2023, and October 25, 2023, to address the issues raised in the September 2023 Preliminary Approval Checklist Order, the Parties filed additional papers in support of the Original Motion for Preliminary Approval.

On January 19, 2024, the Court issued a preliminary approval checklist order, thereby raising further points of inquiry regarding the settlement and requested further information in support of the Original Motion for Preliminary Approval ("January 2024 Preliminary Approval Checklist Order").

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On January 29, 2024, February 2, 2024, and February 5, 2024, to address the issues raised in the January 2024 Preliminary Approval Checklist Order, Plaintiffs filed additional papers in support of the Original Motion for Preliminary Approval.

On March 11, 2024, the Court issued an Order Denying Plaintiff's Motion for Preliminary Approval of Class Action Settlement ("March 2024 Order").

On April 22, 2024, Plaintiffs filed the Renewed Motion for Preliminary Approval of Class Action Settlement, along with supporting documentation ("Renewed Motion for Preliminary Approval").

On April 26, 2024, Plaintiffs filed additional papers in support of the Renewed Motion for Preliminary Approval.

On May 9, 2024, the Court issued an Order Continuing Plaintiffs' Renewed Motion for Preliminary Approval of Class Action Settlement ("May 2024 Order"), thereby raising multiple points of inquiry regarding the settlement and requesting additional information in support of the Renewed Motion for Preliminary Approval.

On June 10, 2024 and June 12, 2024, to address the issues raised in the May 2024 Order, Plaintiffs filed additional papers in support of the Renewed Motion for Preliminary Approval.

On July 3, 2024, the Court issued an Order Denying Plaintiffs' Renewed Motion for Preliminary Approval of Class Action Settlement ("July 2024 Order"), thereby raising multiple points of inquiry regarding the Settlement and denying Plaintiffs' Renewed Motion for Preliminary Approval.

On April 4, 2025, the Court issued an Order Setting Second Renewed Motion for Preliminary Approval Hearing and Continuing April 7, 2025 Case Management Conference, thereby setting a deadline to file the Second Renewed Motion for Preliminary Approval of Class Action Settlement by May 9, 2025 and a hearing on the motion for June 11, 2025 at 10:00 a.m. in the above-captioned Court.

On May 9, 2025, Plaintiffs filed the Second Renewed Motion for Preliminary Approval of Class Action Settlement, along with supporting documentation ("Second Renewed Motion for Preliminary Approval").

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On June 11, 2025, a hearing was held on the Second Renewed Motion for Preliminary Approval, wherein the Court granted the Second Renewed Motion for Preliminary Approval.

On June 11, 2025, the Court entered an Order Granting Plaintiffs' Second Renewed Motion for Preliminary Approval ("Preliminary Approval Order"), thereby preliminarily approving the terms of the Settlement, the Class Notice, and the proposed administration procedures and associated deadlines.

Plaintiffs now move for final approval of the Settlement and awards of the Attorneys' Fees and Costs and Class Representative Enhancement Awards.

III. SUMMARY OF THE SETTLEMENT TERMS

Under the terms of the Settlement Agreement, Defendants have agreed to pay the Gross Settlement Amount of $517,500.00 on a non-reversionary basis, and separately pay Defendants' employer share of payroll taxes and contributions, including but not limited to, Medicare taxes, Social Security taxes, federal unemployment taxes, state unemployment insurance taxes, and employment training taxes, with respect to the wages portion of Individual Settlement Shares ("Employer Taxes").[5] Defendants shall transfer the Gross Settlement Amount of $517,500.00 plus the Employer Taxes to the Settlement Administrator via wire transfer into a Qualified Settlement Amount, as follows: (1) within thirty (30) calendar days of Final Approval, Defendants will deposit one-third (1/3), i.e., $172,500.00, into the Settlement Fund Account established by the Settlement Administrator ("Payment 1"); (2) within thirty (30) calendar days after Payment 1, Defendants will deposit one-third (1/3), i.e., $172,500.00, into the Settlement Fund Account ("Payment 2"); and (3) within thirty (30) calendar days after Payment 2, Defendants will deposit the final one-third (1/3), i.e., $172,500.00, into the Settlement Fund Account ("Payment 3").[6] In lieu of making three (3) separate payments, Defendants have the option of making the full settlement payment at the end of the three (3) month (ninety day time period) from Final Approval.[7] Subject to approval by the Court, the Net Settlement Amount will be calculated by deducting the Attorneys' Fees and Costs, Class Representative Enhancement Awards, Settlement Administration Costs, and PAGA

[5] Settlement Agreement, §§ 1.16 & 1.19.
[6] *Id.*, §§ 7.1, 7.1.1, 7.1.2, 7.1.3.
[7] *Id.*, § 7.1.4

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Settlement Amount.[8] The Net Settlement Amount, which is estimated to be $319,125.00, will be fully distributed to Class Members who do not submit a valid and timely Request for Exclusion ("Participating Class Members"), in accordance with the Settlement Agreement.[9] The PAGA Settlement Amount of $25,000.00 will be distributed to the LWDA (in the amount of $18,750.00) and to the Aggrieved Employees (in the amount of $6,250.00), in accordance with the Settlement Agreement.[10]

IV. NOTICE PROCESS

The Court directed Simpluris to administer and effectuate the notice and settlement administration process, as set forth in the Court's Preliminary Approval Order.

On July 11, 2025, Defendants' Counsel provided Simpluris with a data file containing each Class Members' and Aggrieved Employees' full name, last known mailing address, Social Security Number, Workweeks during the Class Period, start and end dates of employment by Defendant Altum during the Class Period, Workweeks during the PAGA Period, start and end dates of employment by Defendant Altum during the PAGA Period, and such other information and data as necessary for the Settlement Administrator to independently calculate the Workweeks (collectively, "Class List").[11] Class List contained data for four hundred and sixty-one (461) individuals identified as Class Members who are credited with a total twenty-four thousand one hundred and ninety-nine (24,199.78) Workweeks.[12] Of the four hundred and sixty-one (461) individuals, two hundred and forty-eight (248) were also Aggrieved Employees.[13]

The mailing addresses contained in the Class List were processed and updated utilizing the National Change of Address Database ("NCOA") maintained by the U.S. Postal Service.[14] The NCOA contains requested changes of address filed with the U.S. Postal Service.[15] In the event that any individual had filed a U.S. Postal Service change of address request, the address listed with the NCOA would be utilized in connection with the mailing of the Class Notice.[16] Simpluris was able

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[8] Settlement Agreement, § 4.6.
[9] *Id.*, §§ 1.31 & 4.6.
[10] *Id.*, § 4.5.
[11] Simpluris Decl., ¶ 6.
[12] Ibid.
[13] Ibid.
[14] *Id.*, ¶ 7.
[15] Ibid.
[16] Ibid.

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to locate sixty-nine (69) updated addresses using NCOA prior to the mailing of the Class Notice.[17]

On August 5, 2025, the Class Notice was mailed to four hundred and sixty-one (461) Class Members via U.S. First Class Mail to the addresses contained in the Class List or updated via the NCOA search.[18]

As of the date of this Motion, zero (0) Class Notices have been returned to Simpluris.[19]

As of the date of this Motion, the Settlement Administrator has not received any written letters indicating a request to be excluded from the Class Settlement ("Request for Exclusion") or any written objections to the Settlement ("Objection") from Class Members.[20]

To date, there are four hundred and sixty-one (461) individuals who did not submit a valid and timely Request for Exclusion and are therefore deemed to be Participating Class Members, representing 100% of the Class.[21] Pursuant to the terms of the Settlement, the Net Settlement Amount of approximately $319,125.00 will be distributed to Participating Class Members in accordance with the terms of the Settlement.[22] The highest Individual Settlement Share to a Participating Class Member is currently estimated to be $3,692.39 and the average Individual Settlement Share is currently estimated to be $692.25.[23] The highest Individual PAGA Payment to an Aggrieved Employee is currently estimated to be $93.12 and the average Individual PAGA Payment is currently estimated to be $25.20.[24]

V. <u>THE ATTORNEYS' FEES REQUESTED SHOULD BE APPROVED</u>

A. <u>A Fee Award of a Percentage of the Entire Fund Is Appropriate.</u>

Under the terms of the Settlement Agreement, Defendants will pay a Gross Settlement Amount of $517,500.00.[25] The requested attorneys' fees are twenty-five percent (25%) of the total value of the monetary settlement.[26] In light of Class Counsel's successful prosecution and resolution of this matter, the requested attorneys' fees are appropriate and reasonable.

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[17] Simpluris Decl., ¶ 7.
[18] *Id.*, ¶ 8.
[19] *Id.*, ¶ 9.
[20] *Id.*, ¶¶ 11 & 12.
[21] *Id.*, ¶ 14.
[22] Settlement Agreement, § 4.6.
[23] Simpluris Decl., ¶ 16.
[24] *Id.*, ¶ 18.
[25] Settlement Agreement, § 4.1.
[26] *Id.*, § 4.3.

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Where the amount of a settlement is a "certain easily calculable sum of money," California courts may calculate attorneys' fees as a reasonable percentage of the settlement. Weil and Brown, California Practice Guide, *Civil Procedure Before Trial*, Chapter 14, § 14:145; *In re Bluetooth Headset Prods. Liab. Litig.* (9th Cir. 2011) 654 F.3d 935, 942 (The percentage method is particularly appropriate where a monetary settlement has been recovered and "the benefit [recovered can be] easily quantified."); *see also Laffitte v. Robert Half Int'l Inc.* (2016) 1 Cal.5th 480, 503; *Dunk* at 1808. Courts may calculate and award attorneys' fees as a percentage of a monetary fund that has, by litigation, been preserved or recovered for the benefit of others. *Laffitte* at 486 & 506. Trial courts "retain the discretion to forgo a lodestar cross-check and [may] use other means to evaluate the reasonableness of a requested percentage fee." *Id*. (internal quotes omitted); see also *Wershba*, *supra*, 91 Cal.App. 4th at 253.

Courts award fees as an economic incentive for lawyers to pursue litigation that will enhance and facilitate access to the judicial system for meritorious claims, deter wrongdoing, and address multiple similar alleged wrongs that would not be economically feasible to pursue individually, such as here. See A. Conte, *Attorney Fee Awards* (2d ed. 1993) 104, at 6.

The percentage fee method is preferred in representative actions because "it better approximates the workings of the marketplace than the lodestar approach." *Lealao v. Beneficial Cal., Inc.* (2000) 82 Cal.App.4th 19, 49. California law provides that the award for attorneys' fees should be equivalent to fees freely negotiated in the legal marketplace and paid in comparable litigation based on the result achieved and risk incurred. *Id.* at 47-50; *Laffitte* at 503. In cases where the settlement agreement provides that the defendant will pay the plaintiff's attorneys a percentage of the fund created by the settlement, use of that percentage method is appropriate. *Lealao* at 32. 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." *Id.* at 53. Therefore, fees in representative actions should approximate the probable terms of a contingent fee contract negotiated by a sophisticated attorney and client in comparable litigation. *Id*. at 48. "The ultimate goal . . . is the award of a 'reasonable' fee to compensate counsel for their efforts, irrespective of the method of

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calculation." *Consumer Privacy Cases* (2009) 175 Cal.App.4th 545, 557-58 (quoting *Apple Computer, Inc. v. Superior Court* (2005) 126 Cal.App.4th, 1253, 1270).

Class Counsel's application for attorneys' fees in light of the facts and circumstances surrounding the cases is well-within the range of reasonableness. Courts have awarded fees as high as 50% of the settlement in complex actions, depending on the circumstances of the case.[27]

Class Counsel have performed significant work in this matter, as discussed in the Declaration of Selena Matavosian and Declaration of Benjamin H. Haber, with the very real possibility of an unsuccessful outcome and no fee recovery of any kind.[28] In the present matter, Class Counsel have borne all of the risks and costs of litigation and will not receive any compensation until recovery is obtained.[29] Class Counsel is experienced in complex wage-and-hour litigation and used that experience to obtain a significant settlement recovery for Plaintiffs, the Class, Aggrieved Employees, and the State of California.[30] Considering the amount of fees requested, work performed, risks incurred, results obtained, and experience of Class Counsel in handling similar matters, Plaintiffs maintain that the requested attorneys' fees are reasonable and should be awarded.

Compensating class counsel in class litigation on a percentage basis, as requested herein, makes good sense because: (1) it is consistent with the private marketplace where contingent fee attorneys are customarily compensated on such a basis; (2) it aligns the interests of class counsel and absent class members in achieving the maximum possible resolution of the case; and (3) it encourages the most efficient and expeditious resolution of the litigation by providing an incentive for early, yet reasonable, settlement. The attorney fee request here satisfies all of these factors and should be approved on a percentage basis.

The percentage method is consistent with, and is intended to mirror, the practice in the private marketplace where contingent-fee attorneys typically negotiate percentage-fee

[27] *See In re Ampicillin Antitrust Litig.* (D.D.C. 1981) 526 F.Supp. 494 (awarding attorneys' fees in the amount of 45% of the $7.3 million total settlement amount); *Beech Cinema, Inc. v. Twentieth-Century Fox Film Corp.* (S.D.N.Y. 1979) 480 F.Supp. 1195 (awarding approximately 53% of the settlement as attorneys' fees). California courts routinely approve attorneys' fees awards "average[ing] around one-third of the recovery." *Chavez v. Netflix, Inc.* (2008) 162 Cal.App.4th 43, 66 n.11 (lower court found the range of contingency fees in marketplace to be 20%-40% and determined such a percentage fee was appropriate).
[28] Matavosian Decl., ¶¶ 11 & 12; Haber Decl., ¶¶ 18 & 19.
[29] Matavosian Decl., ¶ 19.
[30] Matavosian Decl., ¶¶ 14-18; Haber Decl., ¶¶ 28-34.

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arrangements with their clients. The named plaintiffs' agreement to pay a contingent fee is powerful evidence of a reasonable fee. One of the best ways to demonstrate the value of counsel's work to the class is to review the consideration agreed to be paid by the named plaintiffs. If the named plaintiffs have employed counsel on a contingency-fee basis, it would indeed be inequitable for the members of the class, who will enjoy the benefits of the settlement without incurring the risks of bringing the claim, to pay less than the named plaintiffs. In this case, Plaintiffs have each agreed to a contingency fee of at least twenty-five percent (25%) of the recovery.[31]

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

B. The Attorneys' Fees Requested Are Reasonable Based on the Factors Considered in Determination of Fee Awards.

The factors which courts consider in determining whether fee awards are reasonable, all of which support the fee award requested by Class Counsel, are: the time and labor required; the novelty and difficulty of the questions involved; the skill requisite to perform the legal services properly; the preclusion of other employment by the attorney due to the acceptance of the case; the customary fee; whether the fee is fixed or contingent; the time limitation imposed by the client or the circumstances; the amount involved and results obtained; the experience, reputation, and ability of the attorney; the undesirability of the case; the nature and length of the professional relationship with the client; and awards in similar cases. *Camden I Condominium Association, Inc. v. Dunkel* (11th Cir. 1991) 946 F.2d 768, 772. Some of the most relevant factors to this Court's fee determination will be addressed below.

The award of attorneys' fees in the amount of $129,375.00 (which is 25% of the Gross Settlement Amount) is commensurate with the time, effort, and expense dedicated to this matter, the contingent nature of Class Counsel's fee recovery and the risks taken, the skill and

[31] Matavosian Decl., ¶ 10.

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determination required, the results that Class Counsel have achieved, and the value of the settlement that Class Counsel have obtained in this matter.

1. Time & Labor.

Class Counsel used their experience and skills, and dedicated the full extent of resources, to litigate and bring this matter to a successful conclusion.[32]

As outlined in the Declaration of Selena Matavosian and Declaration of Benjamin H. Haber, Class Counsel have fully and actively participated in litigation of this matter.[33] Prior to commencing the lawsuits, Class Counsel had conducted a significant amount of investigation into the factual and legal issues, Defendants' business, and their operations, and employment policies, practices, and procedures.[34] During the litigation of this matter, Class Counsel had the opportunity to interview Plaintiffs and other percipient witnesses; reviewed and analyzed a large volume of information, documents and data obtained from Defendants, Plaintiffs, and other sources; and prepared liability, damages, penalties, and valuation calculations.[35] Class Counsel also met and conferred with Defendants' counsel on numerous occasions, e.g., to discuss issues relating to the pleadings, case management, motion practice, formal and informal discovery, the production of information, documents, and data in the course of litigation and in connection with mediation and settlement negotiations, and settlement.[36]

Class Counsel have dedicated staffing and monetary resources necessary to prosecute this matter diligently and with maximum efficiency and have fully and actively participated in the litigation process.[37] The Attorney Task and Time Chart, which is attached as "**EXHIBIT 1**" to the accompanying Declaration of Selena Matavosian, sets forth in detail the hours that attorneys at Lawyers *for* Justice, PC have spent performing tasks in this matter.[38] Class Counsel have spent a collective total of 400.40 hours, with 320.30 hours spent by Lawyers *for* Justice, PC and 80.10 hours spent by Wilshire Law Firm, PLC, performing tasks and to obtain a significant recovery in

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[32] Matavosian Decl., ¶¶ 7-9 & 12; Haber Decl., ¶ 19, 25 & 28-34.
[33] Matavosian Decl., ¶¶ 7-9; Exh. 1; Haber Decl., ¶ 19.
[34] Matavosian Decl., ¶ 6.
[35] *Id*., ¶ 7.
[36] Ibid.
[37] Matavosian Decl., ¶ 12; Exh. 1; Haber Decl., ¶¶ 18 & 19.
[38] Matavosian Decl., Exh. 1.

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this matter.[39] These hours were required to bring this matter to its successful conclusion. In light of the value of Class Counsel's work and the carrying of costs involved in litigating this matter, the requested attorneys' fees are fair, adequate, and reasonable.

2. The Skill Required to Perform Legal Services Properly.

The skill required to properly litigate this matter is evident from the results achieved, the steps necessary to reach those results, and that Defendants retained well-respected counsel to represent them.

Class Counsel exercised their skill to perform significant investigation, analysis, and research prior to filing the cases, during the litigation, and prior to and during the mediation and settlement negotiations. Class Counsel took steps to prepare the matter for class certification and representative adjudication and had every intention of taking this matter to trial on a class-wide basis if Defendants did not offer an appropriate class-wide settlement. Despite all of the obstacles that had to be overcome, as demonstrated in the Declaration of Selena Matavosian and Declaration of Benjamin H. Haber, Class Counsel used their extensive experience in the handling of class actions and complex wage-and-hour matters in order to obtain the Settlement with maximum efficiency.[40]

3. Whether the Fee Is Fixed or Contingent.

Plaintiffs entered into contingency fee agreements with Class Counsel, and the representation of the Class provided by Class Counsel have been wholly contingent.[41] Class Counsel have collectively invested 400.40 hours of time to obtain relief on behalf of Plaintiffs, the Class, Aggrieved Employees, and the State of California.[42] Class Counsel have also incurred litigation costs and expenses in the amount of $25,000.00[43] Thus, Class Counsel have borne all of the risks and costs of litigation and will not receive any compensation until recovery is obtained.[44]

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:

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[39] Matavosian Decl., ¶ 12; Exh. 1; Haber Decl., ¶¶ 18 & 19.
[40] Matavosian Decl., ¶¶ 14-18; Haber Decl., ¶¶ 28-34.
[41] Matavosian Decl., ¶ 10; Haber Decl., ¶¶ 23 & 25.
[42] Matavosian Decl., ¶¶ 12, Exh. 1; Haber Decl., ¶ 18.
[43] Matavosian Decl., ¶ 19; Haber Decl., ¶ 27.
[44] Ibid.

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> 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 this matter 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 have devoted to litigating this matter would have been for naught, and would not have produced any fee or any reimbursement of costs or expenses. *See Vizcaino v. Microsoft* (9th Cir. 2002) 290 F.3d 1043, 1048-49 (discussing the risks of engaging in litigation without certainty of compensation).

4. The Amount Involved and the Results Achieved.

The Settlement represents an excellent resolution of this matter, given the risks inherent in litigating the matter through class certification proceedings, trial, and/or appeals. Had this matter not settled, Defendants would have vigorously challenged certifiability, manageability, and liability. Defendants, however, faced risks if the Court certified a class and allowed a jury to decide the claims. Additionally, preparing this matter for trial would have been expensive for the Parties. The Settlement at this stage is preferred over continued litigation because such resolutions save time and money that would otherwise go to litigation. The risks and expenses of further litigation outweighed any benefit that might have been gained otherwise. The Settlement provides an immediate recovery, as opposed to an uncertain result in the future after costly, risk, and prolonged litigation involving expert discovery, trial preparation, class certification proceedings, and appellate review of those proceedings.

The results achieved, in light of the difficulties inherent in similar cases and the specific difficulties faced in this matter, are considerable.[45] Class Counsel obtained a settlement of $517,500.00.[46] The Settlement has yielded a positive response from the Class Members—no Class Members objected to the Class Settlement.[47]

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[45] Matavosian Decl., ¶¶ 7-9.
[46] Settlement Agreement § 4.1.
[47] Simpluris Decl., ¶ 12.

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5. The Reputation and Ability of the Attorneys.

Lawyers *for* Justice, PC and Wilshire Law Firm, PLC are recognized class action law firms that employed their attorneys' knowledge, skills, and experience in bringing the cases to a successful conclusion.[48] Collectively, Class Counsel have years of complex and class action litigation experience, have recovered millions of dollars on behalf of thousands of individuals in California, and have successfully handled numerous significant wage-and-hour class action and complex cases.[49]

C. The Lodestar Methodology Also Justifies Approval of the Requested Fees.

While the percentage-of-the-benefit approach is endorsed as the better approximation of the workings of the marketplace than the lodestar approach, courts may also use the lodestar method to "cross-check" the results of the other.[50] The lodestar is calculated based on reasonable hours at reasonable prevailing hourly rates for the attorneys, and counsel is entitled to compensation for every hour reasonably spent on the matter. *Ketchum v. Moses* (2001) 24 Cal.4th 1122, 1131-33. 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 in Part V.B.1, *infra*, and also discussed in the Declaration of Selena Matavosian and Declaration of Benjamin H. Haber, Class Counsel expended significant time and labor in this highly contested matter.[51] Class Counsel have been actively involved in the prosecution of the cases, and the work performed in said cases has precluded other employment.[52] Class Counsel bore the risk that, despite all of its efforts and skills employed, there may be no recovery.[53] Ultimately, Class Counsel was successful in reaching a settlement of $517,500.00.[54] The Attorney Task and Time Chart sets forth in detail the numerous tasks that Lawyers *for* Justice, PC performed

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[48] Matavosian Decl., ¶¶ 14-18; Haber Decl., ¶¶ 28-34.
[49] Ibid.
[50] *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" and "the lodestar calculation . . . does not override the trial court's primary determination of the fee as a percentage" and "does not impose an absolute maximum or minimum on the potential fee award."); *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.").
[51] Matavosian Decl., ¶¶ 11-12; Exh. 1; Haber Decl., ¶¶ 18 & 19.
[52] Matavosian Decl., ¶ 11.
[53] *Id.*, ¶¶ 11 & 19.
[54] Settlement Agreement, ¶ 3.1.

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in this matter, and the time required for completing those tasks.[55] The Declaration of Selena Matavosian and Declaration of Benjamin H. Haber demonstrate that Class Counsel have spent a total of **400.40 hours** litigating this matter and finalizing the Settlement.[56] In light of the facts and circumstances of this matter, as well as the results that Class Counsel have achieved, Class Counsel have spent a reasonable number of hours performing work on this matter. In addition, Class Counsel will continue to perform work on this matter through the date of final approval and in connection with the implementation of the Settlement.

As set forth in the Declaration of Selena Matavosian, the professional background and experience of Lawyers *for* Justice, PC support a reasonable rate of compensation of at least $850 per hour for services provided by Lawyers *for* Justice, PC.[57] Lawyers *for* Justice, PC has been awarded attorneys' fees, compensating the firm at the blended rate of at least $850 per hour for legal service performed, by courts of this state.[58] While the circumstances of every case are unique, the fact remains that the work performed by Class Counsel in this matter justify the requested attorneys' fees.

Applying the rate of $850 per hour to 320.30 hours worked by Lawyers *for* Justice, PC, would place the firm's base lodestar at $272,255.00, and Wilshire Law Firm, PLC's base lodestar is $68,605.00, for a combined base lodestar of $340,860.00 for the work performed by Class Counsel.

The lodestar method as a cross-check to the percentage award sought herein, strongly supports the reasonableness of the requested attorneys' fees. The nature of the work performed, skill exercised, and the outcome in this matter—which involves an outstanding monetary recovery involving a Gross Settlement Amount of $517,500.00 (with a Net Settlement Amount of approximately at least $319,125.00 to be paid to Participating Class Members (with gross Individual Settlement Shares averaging approximately more than $692.25), payment of $6,250.00 to Aggrieved Employees, and payment of $18,750.00 to the State of California)—support the

[55] Matavosian Decl., Exh. 1.
[56] Matavosian Decl., ¶ 12; Haber Decl., ¶ 18.
[57] Matavosian Decl., ¶ 13.
[58] Ibid.

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percentage fee sought. Accordingly, the Court is respectfully requested to award attorneys' fees in the amount of $129,375.00 to Class Counsel.

VI. REIMBURSEMENT OF CLASS COUNSEL'S LITIGATION COSTS AND EXPENSES SHOULD BE APPROVED.

The Settlement provides for reimbursement of litigation costs and expenses in the amount of up to $25,000.00. As set forth in the Declaration of Selena Matavosian and Declaration of Benjamin H. Haber, Class Counsel only seeks reimbursement of $25,000.00 in litigation costs and expenses incurred in this matter.[59] This amount was reasonable and necessary in the prosecution of the cases and to obtain the Settlement.[60] Accordingly, Plaintiffs request that the Court award litigation costs and expenses in the amount of $25,000.00 to Class Counsel.

VII. THE CLASS REPRESENTATIVE ENHANCEMENT AWARDS SHOULD BE APPROVED.

Plaintiffs request Class Representative Enhancement Awards, in the amount of $5,000.00 each, for their efforts and work spearheading the prosecution of this matter and serving as the Class Representatives, as well as their broader individual waiver and release of claims with a California Civil Code Section 1542 waiver. Such service payments are common, and the ones requested here are reasonable.[61]

Plaintiffs spent a substantial amount of time and effort providing the facts and evidence necessary to support the prosecution of the claims.[62] Plaintiffs were available whenever Class Counsel needed them and actively tried to obtain, and gave, information to support the pursuit of the cases.[63]

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[59] Matavosian Decl., ¶ 19; Haber Decl., ¶ 27.
[60] Matavosian Decl., ¶ 19.
[61] *Vranken v. Atlantic Richfield Co.* (N.D. Cal. 1995) 901 F.Supp. 294, 299 (Relevant factors considered by courts are the financial and other risk to, the notoriety and personal difficulties encountered by, and the amount of time and efforts spent by the class representative, as well as the duration of the litigation and the personal benefit (or lack thereof) enjoyed by the class representatives as a result of the litigation; approving $50,000 participation award to a single class representative based on such factors).
[62] Declaration of Plaintiff Kylee Valdies in Support of Plaintiffs' Motion for Attorneys' Fees and Costs and Class Representative Enhancement Awards ("Valdies Decl."), ¶¶ 9 & 13-17; Declaration of Paloma Ortiz Cruz in Support of Plaintiffs' Motion for Attorneys' Fees, Costs and Representative Enhancement Awards ("Ortiz Decl."), ¶¶ 13, 15, 16, & 18.
[63] Valdies Decl., ¶¶ 13-17; Ortiz Decl., ¶¶ 15-18.

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Accordingly, it is appropriate and just for Plaintiffs Kylee Valdies and Paloma Ortiz Cruz to each receive $5,000.00, for a total of $10,000.00, as reasonable Class Representative Enhancement Awards, in addition to their Individual Settlement Payments and Individual PAGA Payments (if applicable).

VIII. CONCLUSION

For the foregoing reasons, the Court is respectfully requested to approve and award Attorneys' Fees and Costs to Class Counsel and Class Representative Enhancement Awards to Plaintiffs, in their entirety, as sought herein; and permit the filing of a memorandum that exceeds the page limit.

Dated: August 8, 2025

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By: Selena

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