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

MATTHEW SAVATTIERI, on behalf of
himself and all others similarly situated;

Plaintiff,

vs.

AMI EXPEDITIONARY HEALTHCARE,
LLC, a Delaware limited liability company;
AMI EXPEDITIONARY HEALTHCARE
(USA), LLC, a Wyoming limited liability
company; and DOES 1 through 25, inclusive.

Defendants.

SHORNIKAY CALLUM, an Individual, on
behalf of herself and all others similarly
situated

Plaintiffs,

vs.

AMI EXPEDITIONARY HEALTHCARE
(USA), LLC, a Wyoming Limited Liability
Company; AMI EXPEDITIONARY

Lead Case No. 21STCV33372

[Consolidated with Case Nos. 21STCV45611 and
21STCV46752]

*Assigned to the Hon. Kenneth R. Freeman,
Department 14*

**PLAINTIFFS' MOTION FOR APPROVAL OF
CLASS COUNSEL FEES PAYMENT, CLASS
COUNSEL LITIGATION EXPENSES
PAYMENT, CLASS REPRESENTATIVE
SERVICE PAYMENTS, AND
ADMINISTRATION EXPENSES PAYMENT**

Date: March 19, 2024

Time: 11:00 a.m.

Dept.: 14

Complaint Filed: September 10, 2021

Trial Date: None Set

1 HEALTHCARE, LLC, a Delaware Limited
2 Liability Company and DOES 1 through 100,
3 Inclusive

4 Defendants

5 ASHLEY CHARLEMAGNE, BRIANA
6 HUGUELY, MARLA LEWIS, and SHARON
7 LEWIS, on behalf of themselves and others
8 similarly situated

9 Plaintiffs,

10 vs.

11 AMI EXPEDITIONARY HEALTHCARE
12 (USA), LLC, a Wyoming limited liability
13 company; AMI EXPEDITIONARY
14 HEALTHCARE, LLC, a Delaware limited
15 liability company; AMI HEALTH, a business
16 entity of unknown form; AMI
17 EXPEDITIONARY HEALTHCARE, a
18 business entity of unknown form; and DOES 1
19 through 50, Inclusive

20 Defendants.

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28 SHORNIKAY CALLUM, individually and on behalf of all others
similarly situated

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

2 **PLEASE TAKE NOTICE THAT** on **March 19, 2024** at **11:00 a.m.** in Department 14 of the
3 above-captioned Court located at 312 N. Spring Street, Los Angeles, California 90012, Plaintiffs
4 Matthew Savattieri, Shorniakay Callum, Ashley Charlemagne, Brianna Huguely, Sharon Lewis, and
5 Marla Lewis (collectively, “Plaintiffs”) will and hereby do move the Court for an Order (1) awarding
6 Class Counsel’s attorneys’ fees in the amount of one-third (1/3) of the Gross Settlement Amount (i.e.,
7 \$1,266,666.67); (2) awarding Class Counsel’s actual litigation costs and expenses in the amount of
8 Twenty-Eight Thousand One Hundred Eight Dollars and Seventy-Three Cents (\$28,108.73); (3)
9 approving the Class Representative Service Payments in the aggregate amount of Thirty-Five
10 Thousand Dollars and Zero Cents (\$35,000.00) to Plaintiffs in recognition of their services to the Class
11 Members; and (4) approving the Administration Expenses Payment in the amount of Thirty Thousand
12 Five Hundred Fifty Dollars and Zero Cents (\$30,550.00).

13 This Motion is made pursuant to California Rules of Court, Rule 3.769, which requires court
14 approval of the settlement of class actions. This Motion will be based on the Memorandum of Points
15 and Authorities, the Class Action and PAGA Settlement Agreement and Class Notice, the
16 Declarations of Jonathan M. Genish, Miriam L. Schimmel, Bruce Kokozyan, David Yeremian, and
17 Roman Shkodnik, the Declaration of Christina Fowler on behalf of ILYM Group, Inc., the
18 Declarations of Plaintiffs Matthew Savattieri, Shorniakay Callum, Ashley Charlemagne, Brianna
19 Huguely, Sharon Lewis, and Marla Lewis, such evidence or oral argument as may be presented at the
20 hearing, and on the complete records and file herein.

21 Respectfully submitted,

22 Dated: February 16, 2024

BLACKSTONE LAW, APC

23
24 By: _____

Jonathan M. Genish

Miriam L. Schimmel

Attorneys for Plaintiff Matthew Savattieri

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27 ///

28 ///

1 Dated: February 15, 2024

KOKOZIAN LAW FIRM, APC



2
3 By: _____
4 Bruce Kokozyan
5 Attorneys for Plaintiff Shorniakay Callum

6 Dated: February __, 2024

DAVID YEREMIAN & ASSOCIATES, INC.

7
8 By: _____
9 Roman Shkodnik
10 Attorneys for Plaintiffs Ashley Charlemagne,
11 Brianna Huguely, Marla Lewis, and Sharon
12 Lewis
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1 Dated: February __, 2024

KOKOZIAN LAW FIRM, APC

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3 By: _____
4 Bruce Kokozyan
Attorneys for Plaintiff Shorniakay Callum

5 Dated: February 15, 2024

DAVID YEREMIAN & ASSOCIATES, INC.

6
7 By:  _____
8 Roman Shkodnik
9 Attorneys for Plaintiffs Ashley Charlemagne,
Brianna Huguely, Marla Lewis, and Sharon
Lewis

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1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. INTRODUCTION**

3 Plaintiffs Matthew Savattieri, Shorniakay Callum, Ashley Charlemagne, Brianna Huguely,
4 Marla Lewis, and Sharon Lewis (collectively, “Plaintiffs” or “Class Representatives”) move for an
5 award of the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment, approval
6 of the Class Representative Service Payments to Plaintiffs as the Class Representatives, and approval
7 of the Administration Expenses Payment to ILYM Group, Inc. (“Administrator”). As discussed in the
8 Motion for Final Approval of Class Action and PAGA Settlement submitted concurrently herewith,
9 Plaintiffs and Defendants AMI Expeditionary Healthcare, LLC and AMI Expeditionary Healthcare
10 (USA), LLC (together, “Defendants”) (together with Plaintiffs, the “Parties”) have settled the Released
11 Class Claims and Released PAGA Claims as defined in the Parties’ Class Action and PAGA
12 Settlement Agreement and Class Notice (“Settlement Agreement” or “Settlement”) for a total amount
13 of Three Million Eight Hundred Thousand Dollars and Zero Cents (\$3,800,000.00) (“Gross Settlement
14 Amount”). (See Declaration of Jonathan M. Genish in Support of Plaintiffs’ Motion for Final
15 Approval of Class Action and PAGA Settlement [“Genish Decl.”], ¶ 20, Exhibit 1 thereto).

16 The Court conditionally certified, for settlement purposes only, the Class defined as: “All
17 current and former non-exempt employees of Defendants employed by Defendants in the state of
18 California working on the Los Angeles Unified School District (LAUSD) project at any time during
19 the Class Period, excluding any such employees who separately entered into a release of claims with
20 Defendants prior to final approval of the settlement” (“Class” or “Class Members”). (*Id.*, ¶ 18). The
21 “Class Period” is defined as September 10, 2017 through July 2, 2022. (*Ibid.*).

22 The Settlement is a “direct distribution,” meaning there is no claims process, and all Class
23 Members who did not submit a valid and timely Request for Exclusion from the Settlement
24 (“Participating Class Members”) will automatically be mailed a settlement check from the
25 Administrator when the Settlement is granted final approval. (Settlement Agreement, ¶¶ 1.2, 1.35, &
26 3.1).

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1 No Class Members have submitted a Request for Exclusion or objection. (Declaration of
2 Cassandra Fowler of ILYM Group, Inc., Regarding Notice and Settlement Administration [“Fowler
3 Decl.”], ¶¶ 12 & 14).

4 The Administrator has calculated each Participating Class Member’s pro rata share of the Net
5 Settlement Amount (“Individual Class Payment”) based on their total number of weeks each
6 Participating Class Member worked for Defendant for at least one day during the Class Period
7 (“Workweeks”). (Settlement Agreement, ¶¶ 1.23 & 1.45). There are 3,097 Participating Class
8 Members who worked a total of 43,678 Workweeks. (Fowler Decl., ¶ 17). The highest gross
9 Individual Class Payment is approximately \$5,553.51, the average gross Individual Class Payment is
10 approximately \$718.56, and the lowest gross Individual Class Payment is approximately \$50.93. (*Id.*, ¶
11 18). These amounts are subject to employee-side tax and withholdings. (*Ibid.*).

12 The Labor and Workforce Development Agency (“LWDA”) will be paid \$75,00.00, which is
13 seventy-five percent (75%) of the \$100,000.00 total amount allocated to settle the claims brought
14 pursuant to Labor Code § 2698 *et seq.*, the Private Attorneys General Act of 2004 (“PAGA”), and the
15 remaining twenty-five percent (25%), or \$25,00.00, will be distributed to all current and former non-
16 exempt employees of Defendants employed by Defendants in the state of California at any time during
17 the PAGA Period, excluding any such employees who separately entered into a release of claims with
18 Defendants prior to final approval of the settlement (“Aggrieved Employees”) on a pro rata basis based
19 on the total number of Workweeks each Aggrieved Employee worked for Defendants for at least one
20 day during the PAGA Period. (Settlement Agreement, ¶¶ 1.4 & 3.2.5.1). The “PAGA Period” is
21 defined as September 8, 2020 through July 2, 2022. (*Id.*, ¶ 1.31). There are 3,097 Aggrieved
22 Employees who worked a total of 43,590 Workweeks during the PAGA Period. (Fowler Decl., ¶ 18).
23 The highest pro rata share of 25% of the PAGA Penalties (“Individual PAGA Payment”) is
24 approximately \$28.10, the average Individual PAGA Payment is approximately \$8.07, and the lowest
25 Individual PAGA Payment is approximately \$0.57. (*Ibid.*).

26 Because the Settlement achieves outstanding results for the Participating Class Members, the
27 Aggrieved Employees, and the State of California, Plaintiffs respectfully request, on behalf of the
28 Class and without opposition from Defendants, that the Court approve the Settlement as fair, adequate,

1 and reasonable, and enter judgment in accordance with the Settlement's terms.

2 Plaintiffs seek the Court's approval of an attorneys' fee award of one-third (1/3) of the Gross
3 Settlement Amount (i.e., \$1,266,666.67), plus reimbursement of \$28,108.73 in actual litigation costs
4 and expenses. Class Counsel's request for an award of attorneys' fees and costs is reasonable and
5 appropriate in light of the outstanding work performed by Class Counsel in the matter, the contingent
6 nature of this action, and the results achieved under the Settlement. *Lealao v. Beneficial California,*
7 *Inc.* (2000) 82 Cal.App.4th 19.

8 Plaintiffs also request the Court confirm the amount of the Class Representative Service
9 Payments agreed to be paid to Plaintiffs in the aggregate amount of \$35,000.00. This amount proposed
10 to be awarded to Plaintiffs is fair and reasonable for the reasons Plaintiffs provided in their
11 declarations. (*See* Declaration of Plaintiff Matthew Savattieri in Support of Plaintiffs' Motion for
12 Final Approval of Class Action and PAGA Settlement ["Savattieri Decl."], Declaration of Plaintiff
13 Shorniakay Callum in Support of Plaintiffs' Motion for Final Approval of Class Action Settlement
14 ["Callum Decl."], Declaration of Ashley Charlemagne in Support of Plaintiffs' Motion for Final
15 Approval of Class Action and PAGA Settlement ["Charlemagne Decl."], Declaration of Brianna
16 Huguely in Support of Plaintiffs' Motion for Final Approval of Class Action and PAGA Settlement
17 ["Huguely Decl."], Declaration of Sharon Lewis in Support of Plaintiffs' Motion for Final Approval
18 of Class Action and PAGA Settlement ["S. Lewis Declaration"], and Declaration of Marla Lewis in
19 Support of Plaintiffs' Motion for Final Approval of Class Action and PAGA Settlement ["M. Lewis
20 Decl."] filed concurrently herewith). Courts approve incentive awards to plaintiffs when justified and
21 appropriate to compensate plaintiffs for their time, effort, and inconvenience. *See e.g., Van Vranken*
22 *v. Atlantic Riclified Co.* (N.D. Cal. 1995) 901 F. Supp. 294, 299.

23 Finally, Plaintiffs request that the Court approve the payment of \$30,550.00 to the
24 Administrator ILYM Group, Inc. ("IYLM") as compensation for its administration services it has and
25 will provide in connection with the Settlement. (*See, generally,* Fowler Decl.).

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II. STATEMENT OF FACTS

A. PAGA Notices, Actions, and Allegations

On September 8, 2021, Plaintiff Matthew Savattieri (“Plaintiff Savattieri”) provided notice to the LWDA and to Defendants of his intent to seek civil penalties pursuant to PAGA. (Genish Decl., ¶ 9). Thereafter, on September 9, 2021 and April 29, 2022, Plaintiff Savattieri provided two amended PAGA notices to the LWDA and Defendants. (Ibid). On September 10, 2021, Plaintiff Savattieri filed a Class Action Complaint for Damages and Enforcement Under the Private Attorneys General Act, California Labor Code §§ 2698. Et Seq. in the action entitled *Matthew Savattieri v. AMI Expeditionary Healthcare, LLC*, Los Angeles County Superior Court Case No. 21STCV33372 (“*Savattieri* Action”). (Ibid). On October 27, 2021, Defendants removed the *Savattieri* Action to the Central District of California pursuant to the Class Action Fairness Act of 2005. (Ibid). On November 17, 2021, after meeting and conferring, counsel for Plaintiff Savattieri and Defendants stipulated to remand the *Savattieri* Action to the Los Angeles Superior Court. (Ibid).

On December 14, 2021, Plaintiff Shorniakay Callum (“Plaintiff Callum”) filed a Class Action Complaint in the action entitled *Shorniakay Callum v. AMI Expeditionary Healthcare (USA), LLC, et al.*, Los Angeles County Superior Court Case No. 21STCV45611 (“*Callum* Action”). (*Id.*, ¶ 10). On February 15, 2022, Plaintiff Callum provided notice to the LWDA and to Defendants of his intent to seek penalties pursuant to PAGA. (Ibid).

On December 22, 2021, Plaintiffs Ashley Charlemagne, Brianna Huguely, Marla Lewis, and Sharon Lewis provided notice to the LWDA and to Defendants of their intent to seek penalties pursuant to PAGA. (Genish Decl., ¶ 11). On that same day, Plaintiffs Ashley Charlemagne, Brianna Huguely, Marla Lewis, and Sharon Lewis filed a Class Action Complaint in the action entitled *Ashley Charlemagne, et al. v. AMI Expeditionary Healthcare (USA), LLC, et al.* (“*Charlemagne* Action”). (Ibid). On March 11, 2022, Plaintiffs Ashley Charlemagne, Brianna Huguely, Marla Lewis, and Sharon Lewis filed a First Amended Class Action Complaint in the *Charlemagne* Action, which added a cause of action under PAGA. (Ibid).

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1 On June 14, 2022, the Court entered an Order, which consolidated the *Savattieri* Action, *Callum*
2 Action, and *Charlemagne* Action (collectively, the “Actions”) and deemed the *Savattieri* Action the
3 lead case. (*Id.*, ¶ 12).

4 The Actions collectively allege the claims of Plaintiffs against Defendants for: (1) failure to pay
5 minimum wages (Cal. Labor Code §§ 1194, 1197, and 1197.1); (2) failure to pay overtime wages (Cal.
6 Labor Code §§ 510 and 1198); (3) failure to provide meal periods or compensation in lieu thereof (Cal.
7 Labor Code §§ 226.7 and 512); (4) failure to provide rest periods or compensation in lieu thereof (Cal.
8 Labor Code § 226.7); (5) failure to timely pay wages during employment (Cal. Labor Code § 204);
9 (6) failure to timely pay wages upon termination (Cal. Labor Code §§ 201, 202, and 203); (7) failure
10 to keep accurate payroll records (Cal. Labor Code §§ 1174 and 1174.5); (8) failure to issue accurate
11 wage statements (Cal. Labor Code § 226(a)); (9) failure to reimburse necessary business expenses
12 (Cal. Labor Code §§ 2800 and 2802); (10) unfair business practices (Bus. & Prof. Code §§ 17200, et
13 seq.); and (11) PAGA (Cal. Labor Code §§ 2699, et seq.). (*Id.*, ¶ 13).

14 **B. Settlement Discussions**

15 On May 3, 2022, the Parties participated in an all-day mediation presided over by Paul
16 Grossman, Esq., a neutral and respected mediator with extensive experience in complex wage and
17 hour matters. (*Id.*, ¶ 14). After a full day of mediation, and with the help of the mediator, the Parties
18 were able to reach an agreement to resolve this dispute on a class and representative basis, and shortly
19 thereafter executed a memorandum of understanding memorializing the key settlement terms. (*Ibid.*).
20 Following mediation, the Parties worked diligently to negotiate and memorialize the terms in a long
21 form settlement agreement. (*Ibid.*).

22 After additional discussions and revisions to the settlement agreement, the Parties executed the
23 Settlement Agreement as of December 28, 2022. (*Id.*, ¶ 15, Exhibit 1 thereto).

24 **C. Preliminary Approval**

25 On February 17, 2023, Plaintiffs filed a Motion for Preliminary Approval of Class Action and
26 PAGA Settlement (“Motion for Preliminary Approval”) and supporting documents seeking approval
27 of the Settlement reached by the Parties. (*Id.*, ¶ 16). On March 10, 2023, Plaintiffs filed a Notice of
28 Errata to correct erroneous language in the Motion for Preliminary Approval. (*Ibid.*). On March 13,

2023, the Court issued a Preliminary Approval Checklist (“March 13, 2023 Preliminary Approval Checklist”), which raised multiple points of inquiry to the Motion for Preliminary Approval. (Ibid). On July 31, 2023, Plaintiffs’ counsel filed declarations to address the Court’s points of inquiry in the March 13, 2023 Preliminary Approval Checklist. (Ibid). On August 31, 2023, the Court posted a tentative ruling in CaseAnywhere (“August 31, 2023 Tentative Ruling”), which directed Plaintiffs’ counsel to disclose their fee split in the Court Approved Notice of Class Action Settlement and Hearing Date for Final Court Approval (“Class Notice”). (Ibid). Subsequently, after the Parties submitted on the August 31, 2023 Tentative Ruling, the Court entered a Minute Order, which adopted the August 31, 2023 Tentative Ruling. (Ibid). On September 1, 2023, counsel for Plaintiff Savattieri filed a declaration, which attached a revised Class Notice that included the fee split amongst Plaintiffs’ counsel. (Ibid).

On September 20, 2023, the Court entered the Order Granting Preliminary Approval of Class Action and PAGA Settlement (“Preliminary Approval Order”), which granted Plaintiffs’ unopposed Motion for Preliminary Approval and provisionally certified the Class, finding that the Settlement appeared to be within the range of reasonableness of settlements that could ultimately be given final approval. (*Id.*, ¶ 17, Exh. 2 thereto). The Court approved the distribution of the revised Class Notice and set the Final Fairness and Approval Hearing. (Ibid).

The Parties agree that the Class described herein may be certified for settlement purposes only. If for any reason the Settlement is not approved, the certification will have no force or effect and will immediately be revoked. The Parties further agree that certification for purposes of approving the Settlement Agreement is in no way an admission that class certification is proper under the more stringent standard applied for litigation and that evidence of this limited stipulation for settlement purposes only will not be admissible for any purpose in this or any other proceeding.

D. Summary of Settlement Terms

1. Benefits to the Class and the Public

The Settlement provides that (a) the Court may certify the Class as described in the Settlement on a provisional, non-mandatory basis for the purposes of the Settlement only, conditioned upon the Court granting final approval of the Settlement; and (b) Defendants shall pay the total, non-

1 reversionary Gross Settlement Amount of \$3,800,000.00, which will be used to cover all payments to
2 Participating Class Members and Aggrieved Employees, the LWDA PAGA Payment, the
3 Administration Expenses Payment, the Class Counsel Fees Payment and Class Counsel Litigation
4 Expenses Payment, the Class Representative Service Payments, and the employer-side payroll taxes.
5 (Settlement Agreement, ¶ 1.22).

6 The Settlement does not require Participating Class Members to submit claims as a prerequisite
7 to receiving their Individual Class Payment nor does it require Aggrieved Employees to submit claims
8 are a prerequisite to receiving their Individual PAGA Payment. (Settlement Agreement, ¶ 3.1; Genish
9 Decl., ¶ 18). The Gross Settlement Amount is non-reversionary; no portion of the Gross Settlement
10 Amount will return to Defendants. (Settlement Agreement, ¶ 3.1).

11 The Settlement Agreement further provides that Class Counsel may request an award of
12 attorneys' fees not to exceed one-third (1/3) of the Gross Settlement Amount (i.e., \$1,266,666.67) and
13 seek reimbursement of reasonable litigation costs and expenses necessarily incurred in pursuing this
14 matter not to exceed \$50,000.00. (*Id.*, ¶ 3.2.2). It also provides that Plaintiffs will seek, and
15 Defendants will not oppose, Class Representative Service Payments to the named Plaintiffs in the
16 aggregate amount of \$35,000.00. (*Id.*, ¶ 3.2.2).

17 The Court appointed ILYM, an experienced and competent settlement administration
18 company, to administer the Settlement. (Genish Decl., ¶ 47). ILYM's quote for their work performed
19 in this matter is \$30,550.00. (*Ibid.*).

20 2. Notice Process

21 Pursuant to the Preliminary Approval Order, on October 11, 2023, ILYM mailed Class Notices,
22 in English and Spanish, containing the Court-approved notice of the terms of the Settlement –
23 including the terms relating to the Class Counsel Fees Payment and Class Counsel Litigation Expenses
24 Payment – to 3,094 Class Members. (Fowler Decl., ¶ 7, Exhibit A thereto). On November 16, 2023,
25 ILYM received additional data from Defendants' counsel for three (3) individuals that were left off of
26 the original Class Data, which brought the total number of Class Members to 3,097. (*Id.*, ¶ 8). ILYM
27 promptly mailed Class Notices to these additional Class Members on November 17, 2023. (*Ibid.*).
28 Class Members were given sixty (60) calendar days after the Class Notice was mailed to submit any

1 Requests for Exclusion, objections, or disputes to Workweeks. (*Id.*, ¶¶ 12, 13, & 14). As of the date
2 this Motion was filed, no Participating Class Members have objected to the Settlement, and not one
3 Class Member has opted out of the Settlement. (*Id.*, ¶¶ 12 & 14). ILYM received two (2) disputes to
4 Workweeks. (*Id.*, ¶ 13). Information regarding the disputes was sent to Defendants’ counsel for
5 review and it was determined that the disputes should be accepted. (*Ibid.*). The highest gross
6 Individual Class Payment is approximately \$5,553.51, the average gross Individual Class Payment is
7 approximately \$718.56, and the lowest gross Individual Class Payment is approximately \$50.95. (*Id.*,
8 ¶ 18). These amounts are subject to employee-side tax and withholdings. (*Ibid.*). The highest
9 Individual PAGA Settlement Payment is approximately \$28.10, the average Individual PAGA
10 Settlement Payment is approximately \$8.07, and the lowest Individual PAGA Settlement Payment is
11 approximately \$0.57. (*Id.*, ¶ 18).

12 **C. Compliance with Procedural Requirements of PAGA**

13 On December 29, 2022, Class Counsel submitted a copy of the Settlement Agreement to the
14 LWDA through its online submission portal in compliance with California Labor Code § 2699(1)(2).
15 (Genish Decl., ¶ 26). The LWDA has not objected or otherwise responded to the submission. (*Ibid.*).

16 **III. ARGUMENT**

17 **A. Class Counsel Requests an Award Under the Common Benefit Doctrine**

18 **1. The Requested One-Third (1/3) Fee Award is Reasonable Here**

19 Class Counsel respectfully requests that this Court approve the fees and costs to be paid in this
20 matter. This Motion is made pursuant to California Rules of Court, Rule 3.769 which requires court
21 approval of the fees paid through settlement in a class action.

22 Class Counsel seeks \$1,266,666.67, representing one-third (1/3) of the Gross Settlement
23 Amount under the “common fund” doctrine. Courts have long recognized the “common fund” or
24 “common benefit” doctrine, under which attorneys who create a common fund or benefit for a group
25 of persons may be awarded their fees and costs to be paid out of the fund. *See Serrano v. Priest*
26 (*“Serrano III”*) (1977) 20 Cal.3d 25, 34, quoting *D’Amico v. Board of Medical Examiners* (1974) 11
27 Cal.3d 1; *Glendale City Employees’ Association v. City of Glendale* (1975) 15 Cal.3d 328, 341 fn.19;
28 *Quinn v. State of California* (1995) 15 Cal.3d 162, 16 7; *see also Boeing Co. v. Van Gernert* (1980)

1 444 U.S. 472,478; *Mills v. Electric Auto-Lite Co.* (1970) 396 U.S. 375, 391-392.

2 The California Supreme Court has held that, “when a number of persons are entitled in
3 common to a specific fund, and an action brought by a plaintiff or plaintiffs for the benefit of all results
4 in the creation or preservation of that fund, such plaintiff or plaintiffs may be awarded attorneys’ fees
5 out of the fund.” *Serrano III, supra*, 20 Cal.3d at 34, quoting *D’Amico*, 11 Cal.3d 1; *see also Boeing,*
6 *supra*, 444 U.S. at 478 (“[A] lawyer who recovers a common fund for the benefit of persons other than
7 himself or his client is entitled to a reasonable attorney’s fee from the fund as a whole.”); *Mills, supra*,
8 396 U.S. at 391-392 (United States Supreme Court endorsing the common fund approach in class
9 actions). California Practice Guide: Civil Trials and Evidence (The Rutter Group) at§ 17:172.3
10 explains the common fund doctrine as follows:

11 Where the lawsuit results in the recovery of a fund or property benefiting
12 others as well as plaintiff (e.g., a class action), the court has inherent
13 equitable power to order plaintiffs attorney fees paid out of the common
fund or property [citations]. Such fee spreading assures that all of those
benefited by the litigation pay their fair share of obtaining the recovery.

14 The percentage-of-the-fund approach appears to be the preferred method of awarding fees in
15 traditional common fund cases, such as this case. Where the settlement amount is a “certain or easily
16 calculable sum of money,” use of the percentage-of-the-fund method is appropriate. *Serrano III*, 20 Cal.
17 3d at 35.

18 In *Glendale City Employees’ Association v. City of Glendale* (1975) 15 Cal.3d 328, 341 fn.19,
19 the California Supreme Court upheld an attorneys’ fee award based on a percentage of the common
20 benefit obtained in a lawsuit by a city employees’ association for retroactive wages:

21 It is not necessary to find this suit a proper class action in order to uphold
22 the portion of the judgment awarding counsel for plaintiffs 25 percent of
23 all retroactive salaries and wages received. That award may be sustained
24 under the rule that a litigant who creates a fund in which others enjoy
beneficial rights may require those beneficiaries to pay their fair share
of the expense of litigation. (*See Sprague v. Ticonic National Bank* (1939)
307 U.S. 161, 159; *Estate of Stauffer* (1959) 53 Cal.2d 124, 132).

25 In *Quinn v. State of California* (1995) 15 Cal.3d 162, 167, the California Supreme Court stated:
26 “[O]ne who expends attorneys’ fees in winning a suit which creates a fund from which others derive
27 benefits may require those passive beneficiaries to bear a fair share of the litigation costs.” Similarly,
28 in *City and County of San Francisco v. Sweet* (1995) 12 Cal.4th 105, 110-111, the California Supreme

1 Court recognized that the common benefit doctrine has been applied “consistently in California when
2 an action brought by one party creates a fund in which other persons are entitled to share.”

3 Numerous appellate courts have similarly found. *See e.g., Knoff v. City and County of San*
4 *Francisco* (1969) 1 Cal.App.3d 184, 203-204 (court upheld a “contingent percentage” award of
5 attorneys’ fees in a representative action as the proper exercise of the court’s broad equitable powers);
6 *Rider v. County of San Diego* (1992) 1 I Cal.App.4th 1410, 1423 (attorneys’ fees and expenses properly
7 awarded from common benefit composed of illegally imposed sales and use tax); *Bank of America v.*
8 *Cory* (1985) 164 Cal.App.3d 66, 89-92 (fees awarded from common benefit created by action
9 compelling state to claim dormant bank accounts); *Parker v. Los Angeles* (1974) 44 Cal.App.3d 556,
10 567-568 (court upheld fee award equal to one-third of the damages to owners of residential property
11 in an inverse condemnation action).

12 Moreover, at least eight federal courts of appeal-the First, Third, Sixth, Seventh, Ninth, Tenth,
13 and Eleventh and the D.C. Circuit-have endorsed the “percentage fee” method for determining
14 reasonable attorneys’ fees in common benefit cases. *See e.g., In re Sumitomo Copper Litig.* (S.D.N.Y.
15 1999) 74 F. Supp. 2d 393, 396-398 (describing the overwhelming weight off federal authority in favor
16 of the percentage fee method); *see also, Lealao, supra*, 82 Cal.App.4th at 30-31 (describing same).

17 Attorneys’ fees awards in line with the amount sought here are frequently upheld. *See e.g., In*
18 *re Activision Sec. Litig.* (9th Cir. 1989) 723 F. Supp. 1373, 1375. The California Supreme Court
19 recently confirmed the validity of this position in the context of a similar wage and hour class action
20 settlement:

21 [U]se of the percentage method to calculate a fee in a common fund case,
22 where the award serves to spread the attorney fee among all the
23 beneficiaries of the fund, does not in itself constitute an abuse of
24 discretion. We join the overwhelming majority of federal and state courts
25 in holding that when class action litigation establishes a monetary fund
26 for the benefit of the class members, and the trial court in its equitable
27 powers awards class counsel a fee out of that fund, the court may
28 determine the amount of a reasonable fee by choosing an appropriate
percentage of the fund created. The recognized advantages of the
percentage method-including relative ease of calculation, alignment of
incentives between counsel and the class, a better approximation of
market conditions in a contingency case, and the encouragement it
provides counsel to seek an early settlement and avoid unnecessarily
prolonging the litigation – convince us the percentage method is a
valuable tool that should not be denied our trial courts.

1 *Laffitte v. Robert Half Intern. Inc.* (2016) I Cal.5th 480, 503 (internal citations omitted).

2 The requested fee falls well within – even below – the percentages awarded in other class
3 action litigation by this Court and numerous California trial courts. As the cases cited above
4 demonstrate, attorneys’ fee awards in the amount sought here are well-established by California law
5 and practice. Accordingly, Class Counsel’s fee request is fair and reasonable and is consistent with
6 the awards in California and the Ninth Circuit. It is also reasonable given the history of this matter
7 and the results obtained by Class Counsel.

8 **2. The Circumstances of this Case Support a One-Third (1/3) Fee Award**

9 Given the significant results achieved under the circumstances of this litigation, the requested
10 fee award is reasonable. As discussed in *Sumitomo Copper Litigation*, *supra*, 74 F. Supp. 2d at 396:

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

17 In that vein, this Court should consider the contingent nature of this case, the uncertainty of
18 the outcome, the quality of the counsel, and the preclusion from other employment.

19 **3. The Contingent Nature of This Matter**

20 From the outset of the Actions to the present, prosecution of this matter has involved significant
21 financial risk for Class Counsel. Class Counsel undertook this matter solely on a contingent basis,
22 with no guarantee of recovery. Class Counsel has placed its own resources at risk to prosecute this
23 matter with no guarantee of success. The risks of this matter are apparent in that class certification
24 would likely have been a hard-fought issue, especially given the uncertainty regarding certification of
25 cases such as this. Moreover, even if class certification were granted over Defendants’ opposition,
26 there was no assurance that Plaintiffs would succeed at trial. (Genish Decl., ¶¶ 30-40). Despite such
27 challenges, Class Counsel was able to persuade Defendants that they faced significant liability
28 exposure such that they were willing to pay \$3,800,000.00 to settle the Class Members’ claims.

29 **4. The Experience, Reputation, Ability of Counsel, and Skill in Litigation**

30 Class Counsel has substantial experience in wage-and-hour and other class action litigation,
31 including litigation involving the legal issues in this matter. (Declaration of Miriam L. Schimmel in

1 Support of Motion for Approval of Class Counsel Fees Payment, Class Counsel Litigation Expenses
2 Payment, Class Representative Service Payments, and Administration Expenses Payment [“Schimmel
3 Decl.”], ¶¶ 4-13; Genish Decl., ¶¶ 3-8; Declaration of Bruce Kokozyan in Support of Plaintiffs’ Motion
4 for Final Approval of Class Action and PAGA Settlement [“Kokozyan Decl.”], ¶¶ 2-11, Declaration
5 of David Yeremian in Support of Plaintiffs’ Motion for Final Approval of Class Action and PAGA
6 Settlement [“Yeremian Decl.”], ¶¶ 4-9, Declaration of Roman Shkodnik in Support of Plaintiffs’
7 Motion for Final Approval of Class Action and PAGA Settlement [“Shkodnik Decl.”], ¶ 1). Class
8 Counsel’s skill in developing a factual record and convincing Defendants of their litigation exposure
9 under California law was essential to achieving the Settlement. Through its skill and reputation, Class
10 Counsel was able to obtain a settlement that provides an outstanding result for Class Members. (*See*
11 *generally* Schimmel, Genish, Kokozyan, Yeremian, and Shkodnik Decls.).

12 **5. The Results Achieved**

13 The excellent results achieved by the Settlement support Class Counsel’s request for attorneys’
14 fees. Class Members’ support for the results achieved by Class Counsel is demonstrated by the
15 absence of any objections to either the Settlement or to Class Counsel’s request for fees, both of which
16 were described clearly in the Class Notice. As of the date of this Motion, Participating Class Members
17 will be paid, on average, approximately \$718.56 each, which is intended to compensate them for the
18 alleged wage and hour violations they suffered during their employment. (Genish Decl., ¶ 21). This
19 is a significant benefit for the Participating Class Members here as it represents a recovery for highly
20 disputed claims. Equally important is the fact that the State of California will receive \$75,000.00 for
21 enforcement of labor laws and education of employers. (*Id.*, ¶ 40).

22 Furthermore, the efficiency with which this litigation was conducted and resolved should be
23 rewarded. After preparing and investigating the cases prior to filing the Actions, Class Counsel
24 strongly litigated and then resolved the cases in an efficient manner. The Class Members will directly
25 benefit from the prompt and fair resolution of their claims. They will be receiving a significant award
26 in a relatively short period of time, as opposed to waiting years to recover some undetermined amount
27 if they succeeded at trial, which is an uncertainty in itself.

28 ///

1 **6. Preclusion of Other Employment**

2 As California law recognizes, Class Counsel’s commitment to this litigation should not be
3 assessed in a vacuum. *See Serrano, supra*, 20 Cal.3d at 49. A relevant factor in determining attorneys’
4 fees is whether the litigation required Class Counsel to forego other employment. *See id.* Class
5 Counsel had to consider its workload during this litigation when considering taking on additional work
6 that was available, and which Class Counsel had to forego in order to devote the time necessary to
7 pursue this litigation. (Schimmel Decl., ¶ 17; Kokozyan Decl., ¶ 16; Yeremian Decl., ¶ 10).

8 **B. The Requested Fees Are Also Justified Under the Lodestar Method**

9 Fee calculations under the lodestar method would result in a similar award, demonstrating the
10 fairness of Class Counsel’s percentage fee request. Under the lodestar method, a base fee amount is
11 calculated from a compilation of time reasonably spent on the case and the reasonable hourly
12 compensation of the attorney. The base amount is then adjusted by use of a multiplier in light of
13 various factors. *Serrano III, supra*, 20 Cal.3d at 48. Class Counsel’s hourly rates are summarized in
14 the Declaration of Miriam L. Schimmel at ¶¶ 8-14, Declaration of Bruce Kokozyan at ¶¶ 13-16, and
15 Declaration of David Yeremian at ¶ 12.

16 One difficulty in determining the hourly rate of attorneys of similar skill and experience in the
17 relevant community is the scarcity of hourly fee-paying clients in class action litigation. (Schimmel
18 Decl., ¶ 16). As a practical matter, few if any employees or consumers pay attorneys’ fees on an
19 hourly basis for such extensive litigation, and thus retainer agreements in such cases are based on a
20 stepped-up contingency fee (with the percentage increasing from one third to forty-five – and
21 sometimes even fifty percent, which is on par with personal injury contingency fee agreements – if
22 the case goes to trial). (Ibid). Therefore, there is no customary hourly billing rate for work that is
23 routinely based on a contingent fee relationship, but the nature of class action work should be strongly
24 considered by the Court. (Ibid). Wage and hour work presents a specialized and challenging area of
25 law that is not within the knowledge of many lawyers. (Ibid). This kind of class action work requires
26 specialized learning and the willingness to take large risks. (Ibid).

27 ///

28 ///

1 Class Counsel has spent approximately 736 total hours litigating these claims to date.¹
2 (Schimmel Decl., ¶ 14, Kokozian Decl., ¶ 16; Yeremian Decl., ¶ 12). Class Counsel expects to spend
3 another 15 hours in connection with the final approval process (including completion of the Motions
4 and supporting documents, preparing for and attending the Final Fairness and Approval Hearing, and
5 handling any administration issues post-approval). (Schimmel Decl., ¶ 15, Kokozian Decl., ¶ 16). In
6 addition to time spent during litigation, reasonable hours also include the time spent before the Actions
7 were filed, including time spent interviewing the clients, investigating the facts and the law, preparing
8 the initial pleadings, as well as litigating the cases. *Webb v. Board of Educ.* (1985) 471 U.S. 234.
9 Further, the fee award should include fees incurred to establish and defend the attorneys' fee claim.
10 *Serrano v. Priest* (1982) 32 Cal.3d 621, 639 ("*Serrano IV*"). Based on the rates of Class Counsel, the
11 total fees incurred to date are \$651,584.00. (Schimmel Decl., ¶ 14; Kokozian Decl., ¶ 16; Yeremian
12 Decl., ¶ 12). By the conclusion of this matter, the total fees are estimated to be approximately
13 \$667,584.00. (Schimmel Decl., ¶ 15; Kokozian Decl., ¶ 16; Yeremian Decl., ¶ 12).

14 In cases where a common fund analysis is not used, once the court establishes the lodestar
15 amount, it should adjust the fee award by a multiplier in order to make an appropriate fee award.
16 *Serrano III, supra*, 20 Cal.3d at 48. In applying the multiplier, *Newberg on Class Actions* states that
17 "[m]ultiples ranging from one to four frequently are awarded in common fund cases when the lodestar
18 method is applied. A large common fund award may warrant an even larger multiplier." 4 *Newberg*
19 *on Class Actions* 4th (4th ed. 2002) § 14.6. If the class members paid the fees that the market would
20 bear, they would pay a fee of anywhere from one-third to forty-five percent of any recovery. Since
21 this is the market rate, the lodestar calculation should be enhanced to reflect what the class members
22 would pay on the open market. *Lealao, supra*, 82 Cal.App.4th at 47-48.

23 ///

24 _____
25 ¹ In *Martino v. Denevi* (1986) 182 Cal.App.3d 553, 559, the court addressed the issue of what evidence
26 is required in California to support a fee application. The court held: "Testimony of an attorney as to
27 the number of hours worked on a particular case is sufficient evidence to support an award of attorney
28 fees, even in the absence of detailed time records." *Id.* There is no need to attach the voluminous
invoices prepared in a case as a basis for an award of fees and costs. *Id.* Through Class Counsel's
declarations in support of this application, however, Plaintiff presents a thorough breakdown of the
hours spent and costs incurred in prosecuting this class action. Pursuant to *Martino, supra*, this
presentation is sufficient to support the amount requested.

1 In *Lealao*, the court held that trial courts should award lodestar fees by examining the
2 percentage-of-the-benefit and adjusting the lodestar calculation accordingly. *Id.* at 49, 53. The court
3 indicated that this is an upward adjustment and should be akin to a contingency fee recovery; the court
4 stated, “[a]n adjustment reflecting the amount of the class recovery is not significantly different from
5 an adjustment reflecting a percentage of that amount; and California courts have evaluated a lodestar
6 as a percentage of the benefit.” *Id.* at 46. The *Lealao* method appears particularly appropriate because
7 class actions generally are contingency fee cases for plaintiffs - and the class action clients do not
8 expect to pay an hourly fee.

9 The rationale of *Lealao* comports with the purpose of the multiplier. The multiplier is
10 “primarily to compensate the attorney for the prevailing party at a rate reflecting the risk of
11 nonpayment in contingency cases.” *Ketchum v. Moses* (2001) 24 Cal.4th 1122, 1138. The *Lealao*
12 court reasoned:

13 Given the unique reliance of our legal system on private litigants to
14 enforce substantive provisions of law through class and derivative
15 actions, attorneys providing the essential enforcement services must be
16 provided incentives roughly comparable to those negotiated in the
17 private bargaining that takes place in the legal marketplace, as it will
otherwise be economic for defendants to increase injurious behavior. It
has therefore been urged (most persistently by Judge Richard Posner)
that in defining a reasonable fee in such representative actions, the law
should mimic the market.

18 In the class action context, that would mean attempting to award the fee
19 that informed private bargaining, if it were truly possible, might have
20 reached. The simplest way for the law to duplicate the bargain that
21 informed parties would reach if agency costs were low is to look to fee
22 award levels in actions brought by sophisticated private parties under the
23 same or comparable statutes.

24 *Lealao*, 82 Cal.App.4th at 47-48 (internal citations and quotations omitted). The court added:

25 [T]rial judges need the flexibility *Serrano III* provides, as it enables them
26 to relate fee awards to the economic realities that determine the efficacy
27 of the private enforcement contemplated by our civil justice system.

28 Accordingly, we hold that, in cases in which the value of the class
recovery can be monetized with a reasonable degree of certainty and it
is not otherwise inappropriate, a trial court has discretion to adjust the
basic lodestar through the application of a positive or negative multiplier
where necessary to ensure that the fee awarded is within the range of fees
freely negotiated in the legal marketplace in comparable litigation.

Id. at 49-50.

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1 In looking at similar cases, including those set forth above, Class Counsel's requested fee
2 comports to the market. Based on the reasonable hourly rates suggested by Class Counsel and the
3 collective hours worked in this matter, the requested fee award would represent a multiplier of about
4 1.9 over the current total fee lodestar – an amount well within, and even below, the accepted range for
5 class action cases. In this regard, Class Counsel's fee request is reasonable.

6 **C. No Class Member Objected to the Requested Attorneys' Fee Award**

7 Class Counsel's intention to request the Court's approval for payment of attorneys' fees was
8 clearly disclosed to each Class Member in the Court-approved Class Notice. (*See Genish Decl.*, ¶ 44;
9 *See also*, Fowler Decl., Exhibit A). As of the filing of this Motion, there has not been a single objection
10 to the request for attorneys' fees. (Fowler Decl., ¶ 14). It is fair to conclude that the Class approves
11 of/does not take issue with the requested award of attorneys' fees. Based thereon, Class Counsel's
12 request for \$1,266,666.67 in attorneys' fees-representing one-third (1/3) of the \$3,800,000.00 Gross
13 Settlement Amount should be granted.

14 **D. Class Counsel's Request for Costs and Expenses Is Reasonable**

15 Pursuant to the Settlement Agreement, Class Counsel may request reimbursement of
16 reasonable costs and expenses not more than Fifty Thousand Dollars and Zero Cents (\$50,000.00).
17 (Settlement Agreement, ¶ 3.2.2). Class Counsel seeks reimbursement of \$28,108.73 in costs and
18 expenses in this matter, which includes reasonable future costs for filing the Motions. (Genish Decl.,
19 Exhibit 3; Kokozyan Decl., Exhibit 1; Yeremian Decl., Exhibit 1). These costs were reasonably
20 incurred in prosecution of this matter.

21 **E. The Requested Class Representative Service Payments are Also Reasonable**

22 The named Plaintiffs should be awarded Class Representative Service Payments in the
23 aggregate amount of \$35,000.00 for their services as the Class Representatives and the risks in
24 connection with that role. (Genish Decl., ¶ 46). Enhancement awards in wage and hour cases typically
25 range from \$5,000.00 to \$20,000.00, although some awards are higher. (Ibid).

26 Often, multiple class representatives receive awards in the above range. (*See e.g., Munoz v.*
27 *BCI Coca-Cola Bottling Co. of Los Angeles* (2010) 186 Cal.App.4th 399, 412 [approving an
28 enhancement request of \$10,000.00 per named plaintiff in a 188 member class]; *Cook v. Niedert*, 142

1 F.3d 1004, 1016 (7th Cir. 1998); *Thornton v. East Texas Motor Freight*, 497 F.2d 416, 420 (6th Cir.
2 1974) [“We also think there is something to be said for rewarding those drivers who protect and help
3 to bring rights to a group of employees who have been the victims of discrimination.”]). Here, the
4 requested Class Representative Service Payments are modest, reasonable, and should be approved.

5 Plaintiffs’ actions establish that: (1) they sought to protect the interests of the Class above their
6 own personal interests; (2) the Participating Class Members will be benefitted from their actions by
7 receiving a payment without having to do anything; and (3) Plaintiffs have put forth a significant
8 amount of time and effort pursuing the litigation and seeing it through to resolution. (*See*, generally,
9 Savattieri Decl., Callum Decl., Charlemagne Decl., Huguely Decl., S. Lewis Decl., and M. Lewis
10 Decl.; *see also Clark v. American Residential Services LLC* (2009) 175 Cal.App.4th 785, 804
11 (discussing the criteria for determining class representative enhancement awards in concluding that a
12 requested award of \$25,000 for two class representatives was too high)).

13 The requested awards for Plaintiffs are also reasonable given the financial and personal risk
14 they took in commencing the Actions, and in light of the benefits that their actions have conferred
15 upon the Class. (Savattieri Decl., ¶¶ 10 & 15; Callum Decl., ¶ 8; Charlemagne Decl., ¶¶ 8 & 13;
16 Huguely Decl., ¶¶ 8 & 13; S. Lewis Decl., ¶¶ 8 & 13; and M. Lewis Decl., ¶¶ 8 & 13; *See also Van*
17 *Vranken v. Atl. Richfield Co.* (N.D.Cal. 1995) 901 F.Supp. 294, 299-300). Additionally, in considering
18 a requested class representative enhancement award, courts take into consideration a plaintiff’s
19 reasonable fear of retaliation. (*Staton v. Boeing Co.* (9th Cir. 2003) 327 F.3d 938, 977). Here, it is
20 easy to see that a potential future employer could expend little effort to discover Plaintiffs brought the
21 lawsuits – and based thereon, decline to offer Plaintiffs employment.

22 In sum, Plaintiffs have performed considerable services on behalf of the Class during the
23 litigation. *See*, generally, Savattieri Decl., Callum Decl., Charlemagne Decl., Huguely Decl., S. Lewis
24 Decl., and M. Lewis Decl.). Class Counsel cannot understate the importance of the role of an
25 employee who is willing to search out an attorney and step forward to assume the risk of litigation and
26 retaliation in order to represent a class and put the interests of the class before his or her interests.
27 Plaintiffs have understood that this is a class action where they are serving as the Class Representatives
28 and must protect the Class Members’ interests. (Savattieri Decl., ¶¶ 11-13; Callum Decl., ¶ 7;

1 Charlemagne Decl., ¶¶ 9-11; Huguely Decl., ¶¶ 9-11; S. Lewis Decl., ¶¶ 9-11; and M. Lewis Decl., ¶¶
2 9-11). Plaintiffs were the catalyst to the benefit reached for the Class Members and have actively
3 protected the Class Members' interests during the pendency of this matter and will continue to do so
4 even if the case was required to go to trial. (Savattieri Decl., ¶ 9; Callum Decl., ¶ 7, Charlemagne
5 Decl., ¶ 7; Huguely Decl., ¶ 7; S. Lewis Decl., ¶ 7; and M. Lewis Decl., ¶ 7). Plaintiff spent numerous
6 hours participating in this matter by searching for an attorney, communicating with their attorneys on
7 numerous occasions via email, text, and phone, searching for and producing relevant documents
8 related to their employment, responding to their attorneys' telephone inquiries, assisting their attorneys
9 with preparation for mediation, spending time on telephone conferences with counsel to better inform
10 them of the issues regarding Class Members' work environment and requirements, providing
11 necessary information for settlement discussions, reviewing the settlement documents, and approving
12 the Settlement on behalf of all Class Members. (Savattieri Decl., ¶¶ 7-10; Callum Decl., ¶¶ 3-7;
13 Charlemagne Decl., ¶¶ 4-8; Huguely Decl., ¶¶ 4-8; S. Lewis Decl., ¶¶ 4-8; and M. Lewis Decl., ¶¶ 4-
14 8).

15 Plaintiffs also undertook the significant risks associated with acting as class representatives,
16 including without limited to the risk for retaliation by future employers who may not approve that they
17 sued their former employer. (Savattieri Decl., ¶¶ 10 & 15; Callum Decl., ¶ 8; Charlemagne Decl., ¶¶
18 8 & 13; Huguely Decl., ¶¶ 8 & 13; S. Lewis Decl., ¶¶ 8 & 13; and M. Lewis Decl., ¶¶ 8 & 13).

19 In contrast, without having to take on any of the risk incurred by Plaintiffs or time spent by
20 Plaintiffs in litigating this matter, Participating Class Members will automatically receive a payment
21 for their claims. It appears that the Participating Class Members recognize these enhancements were
22 justified because since the time the Class received notice of the requested Class Representative Service
23 Payments, no one has objected to the requests. Thus, the Class Representative Service Payments to
24 Plaintiffs are warranted to compensate them for their time and effort, the fear and stress associated
25 with assuming the responsibility of serving as the Class Representatives, and the concrete risks they
26 assumed as the Class Representatives.

27 ///

28 ///

In Plaintiffs' Motion for Preliminary Approval, Plaintiffs requested, and the Court approved, an Administration Expenses Payment not to exceed \$40,000.00. (Genish Decl., ¶ 47). ILYM is the approved Administrator. (Ibid). It is an experienced class administrator and has adequately performed the administration tasks required by the Preliminary Approval Order. ILYM's *actual* costs to administer the Settlement are only \$30,550.00. (Fowler Decl., ¶ 19, Exhibit B thereto). Based thereon, the requested costs should be approved.

For all of the foregoing reasons, Plaintiff respectfully requests that this Court approve: (1) Class Counsel's request of \$1,266,666.67 as an award of attorneys' fees; (2) the requested litigation cost award of \$28,108.73; (3) the requested Class Representative Service Payments to Plaintiffs in the aggregate amount of \$35,000.00; and (4) the payment of \$30,550.00 in settlement administration costs to ILYM.

Roman Shkodnik
Attorneys for Plaintiffs Ashley Charlemagne,
Brianna Huguely, Marla Lewis, and
Sharon Lewis

F. The Requested Administration Expenses Payment is Reasonable

In Plaintiffs' Motion for Preliminary Approval, Plaintiffs requested, and the Court approved, an Administration Expenses Payment not to exceed \$40,000.00. (Genish Decl., ¶ 47). ILYM is the approved Administrator. (Ibid). It is an experienced class administrator and has adequately performed the administration tasks required by the Preliminary Approval Order. ILYM's *actual* costs to administer the Settlement are only \$30,550.00. (Fowler Decl., ¶ 19, Exhibit B thereto). Based thereon, the requested costs should be approved.

IV. CONCLUSION

For all of the foregoing reasons, Plaintiff respectfully requests that this Court approve: (1) Class Counsel's request of \$1,266,666.67 as an award of attorneys' fees; (2) the requested litigation cost award of \$28,108.73; (3) the requested Class Representative Service Payments to Plaintiffs in the aggregate amount of \$35,000.00; and (4) the payment of \$30,550.00 in settlement administration costs to ILYM.

Respectfully submitted,

Dated: February __, 2024

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Dated: February __, 2024

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