

KINGSLEY & KINGSLEY, APC
ERIC B. KINGSLEY, Esq. (SBN 185123)
eric@kingsleykingsley.com
KELSEY M. SZAMET, Esq. (SBN 260264)
kelsey@kingsleykingsley.com
ARI J. STILLER, Esq. (SBN 294676)
ari@kingsleykingsley.com
16133 Ventura Blvd., Suite 1200
Encino, CA 91436
Tel: (818) 990-8300, Fax (818) 990-2903

Attorneys for Plaintiff and the proposed class

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

DANIEL ALCARAZ, an individual, on behalf
of himself and others similarly situated,

PLAINTIFF,

v.

GRIFOLS BIOLOGICALS INC.; and DOES 1
thru 50, inclusive,

DEFENDANTS.

CASE NO. 21STCV42719

[Case Assigned for All Purposes to Hon.
Lawrence P. Riff in Dept. 7]

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

*[Filed concurrently with Declarations of Ari
J. Stiller, Daniel Alcaraz and Jarrod Salinas,
Proposed Order, and Proposed Judgment]*

Date: April 9, 2024

Time: 11:00 A.M.

Dept.: 7

Complaint Filed: November 19, 2021

FAC Filed: January 24, 2022

Trial Date: None Set

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

2 PLEASE TAKE NOTICE that on April 9, 2024 at 11:00 A.M. in Department 7 of the
3 above-entitled court, Plaintiff Daniel Alcaraz (“Plaintiff”) will, and hereby does, move the Court
4 for an Order granting final approval of Class Counsel’s Attorneys’ Fees and Costs pursuant to
5 the Parties’ Class Action and PAGA Settlement Agreement. Plaintiff also respectfully requests
6 that the Court award an enhancement of \$5,000.00.

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

10 The Motion will be based on this Notice of Motion; the accompanying Memorandum of
11 Points and Authorities; the Declarations of Ari J. Stiller; Plaintiff Daniel Alcaraz; and Jarrod
12 Salinas of Phoenix Settlement Administrators, all other papers and records on file in this action;
13 and on such oral and documentary evidence as may be presented at the hearing on this Motion.
14

15 DATED: March 13, 2024

KINGSLEY & KINGSLEY, APC

16
17 By: 

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

2 **I. INTRODUCTION**

3 Pursuant to California Rules of Court, rule 3.769 (b) and California Code of Civil
4 Procedure section 382, Plaintiff Daniel Alcaraz (“Plaintiff”) moves this Court for approval of an
5 award of attorneys’ fees and reimbursement of expenses to Class Counsel, pursuant to the terms
6 of the preliminary-approved Class Action and PAGA Settlement Agreement (“Agreement” or
7 “Settlement”) between named Plaintiff and Defendant Grifols Biologicals Inc. (“Defendant”).
8 Class Counsel also respectfully requests that the Court award an enhancement for the named
9 Plaintiff of \$5,000.00.

10 **II. STATUS OF THE SETTLEMENT**

11 In an effort to conserve the Court’s time and resources, Plaintiff will not repeat the
12 Procedural History set forth in the concurrently-filed Motion for Final Approval of Class Action
13 Settlement. As discussed in that Motion and in the accompanying Declaration of Ari J. Stiller,
14 Class Counsel worked diligently on behalf of the preliminarily certified Class Members in order
15 to obtain this Settlement. The Agreement has been preliminarily approved and the Notice of
16 Class Action Settlement disseminated pursuant to the terms of the Agreement. (Declaration of
17 Ari J. Stiller (“Stiller Decl.” ¶14; Declaration of Jarrod Salinas ¶2 (“Salinas Decl.”).)

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

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

21 The Court should award Class Counsel a fee of 1/3 of the common fund, or \$35,000,
22 which represents a negative multiplier of 0.30, compensating counsel for only 0.3 of the fees that
23 they actually incurred litigating this case.

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

1 We join the overwhelming majority of federal and state courts in holding that when
2 class action litigation establishes a monetary fund for the benefit of the class
3 members, and the trial court in its equitable powers awards Class Counsel a fee out
of that fund, the court may determine the amount of a reasonable fee by choosing
an appropriate percentage of the fund created.

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

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

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

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

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

1 fee award as a percentage of the recovery” in common fund cases. (*Lealao v. Beneficial Calif.,*
2 *Inc.* (2000) 82 Cal. App. 4th 19, 31, 48.)

3 As detailed fully in the Agreement and set forth above, the Agreement provides for
4 Defendant to create a Gross Settlement Amount of \$105,000.00. From that fund, Plaintiff
5 requests an award of attorneys’ fees in the amount of \$35,000.00, or 1/3 of the Gross Settlement
6 Amount created on behalf of members of the Class. (Stiller Decl. ¶66.) This litigation resulted in
7 “a substantial, actual and concrete . . . benefit on the members of an ascertainable class,” *Save El*
8 *Toro Assn., supra*, 98 Cal.App.3d at p. 548, namely a non-reversionary settlement fund of
9 \$105,000.00. Because none of the Class Members have paid fees to Class Counsel for their
10 efforts during the litigation, equity requires that they pay a fair and reasonable fee based on what
11 the market would traditionally require, no less than if they had hired private counsel to litigate
12 their cases individually. Class Counsel is therefore entitled to a reasonable contingency fee of 1/3
13 from the Settlement fund as a whole.

14 B. The Attorneys’ Fees Requested By Class Counsel Are Well Within the Range of
15 Fees in Comparable Cases

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

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

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

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

4 In the present case, Class Counsel asks the Court to award a fee of 1/3 of the common
5 fund, or \$35,000.00, as provided in the Agreement. This amount is reasonable because Class
6 Counsel's diligent litigation efforts and experience led to an outstanding settlement, with an
7 average net recovery of \$927.91 per Class Member for a single underlying violation that carried
8 risks as discussed in Plaintiff's Motion for Final Approval of Class Action Settlement. (See
9 Salinas Decl. ¶13; Stiller Decl. ¶67.)

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

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

18 Class Counsel extensively addressed the perceived risks in this case in the concurrently filed
19 Motion for Final Approval of Class Action Settlement and will not repeat that analysis here. In
20 addition to the complexity of this case, Class Counsel has borne the entire risk and costs of this
21 litigation during the entire time that it has been pending, all on a pure contingency basis. (Stiller
22 Decl. ¶68.) Through the investment of substantial effort and resources, Class Counsel has
23 secured an outstanding Settlement of behalf of the Class Members. (*Id.*) Defendant vigorously
24 contested liability and the amount of claimed damages. (*Id.*) It is this kind of situation, involving
25 complex issues, that has been recognized as justifying a substantial attorney fee award. (*Id.*)

26 **IV. CLASS COUNSEL'S FEE REQUEST IS REASONABLE UNDER A**
27 **LODESTAR CROSSCHECK**

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

1 risk, extraordinary skill, or any other factors.” (*Ketchum v. Moses* (2001) 24 Cal.4th 1122, 1138.)
2 The court may then enhance the lodestar with a multiplier. (*Wershba, supra*, 91 Cal.App.4th at p.
3 254; *Rebney v. Wells Fargo Bank* (1991) 232 Cal.App.3d 1344, 1347; *Serrano III, supra*, 20
4 Cal.3d at p. 49.)

5 A. Requested Multiplier

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

16 Here, a lodestar cross-check confirms that the percentage requested is reasonable. Class
17 Counsel’s aggregate lodestar amounts to \$117,205.00 (without future hours),¹ which represents
18 160.30 hours of attorney work on this litigation incurred from its inception through the filing of
19 Plaintiff’s Motion for Final Approval. (Stiller Decl. ¶76.) As such, Class Counsel is not asking
20 for a multiplier. (Stiller Decl. ¶77.) In fact, Class Counsel has billed more in fees than they are
21 collecting, and the multiplier is negative and amounts to 0.30. (*Id.*) Typically, the lodestar is
22 merely the starting point of the calculation of a reasonable fee, and courts often multiply the
23 lodestar by a factor to account for the risk of non-payment, delay in payment, the quality of
24 work, and the novelty and difficulty of the issues involved. (*See Radar v. Thrasher* (1962) 57
25 Cal.2d 244, 253; *Beasley v. Wells Fargo Bank* (1991) 235 Cal.App.3d 1407, 1419; *Coal. for L.A.*

26 ¹ Though Kingsley & Kingsley, APC will certainly continue to spend time working on this
27 matter for tasks such as preparing for and attending the final approval hearing, overseeing the
28 administration process, and communicating with Class Members, Plaintiff’s Counsel are not
including future hours for purposes of the lodestar crosscheck. This means that, if the full fee
request is awarded, it will compensate counsel for *even less* than 0.3 of the actual fees incurred.

1 *County Planning v. Bd. of Supervisors* (1977) 76 Cal.App.3d 241, 251.)

2 B. The Number of Hours Claimed is Reasonable

3 Plaintiff's counsel are entitled to be compensated "for all time reasonably expended in
4 pursuit of the ultimate result achieved in the same manner that an attorney traditionally is
5 compensated by a fee-paying client for all time reasonably expended on a matter." (*Hensley v.*
6 *Eckerhart* (1983) 461 U.S. 424, 431 [internal quotations omitted]; *accord Serrano v. Unruh*
7 (1982) 32 Cal.3d 621, 633 ["Serrano IV"] [parties should recover for all hours reasonably spent];
8 *Meister v. Regents of Univ. of Cal.* (1998) 67 Cal.App.4th 437, 447-48 [same].)

9 The amount of time spent on this case (over 160.30 hours), which culminated in a very
10 favorable proposed Settlement for the Class Members, is reasonable given the complexity and
11 novelty of the issues involved, the vigorous defense, the length and intensity of the litigation, and
12 the exceptional results obtained. (Stiller Decl. ¶78.) Class Counsel litigated this action with
13 great efficiency in light of the amount of work required to achieve the Settlement. (Stiller Decl.
14 ¶79.) Class Counsel has submitted a declaration evidencing the reasonable hourly rate for their
15 services and establishing the number of hours spent working on the case. (Stiller Decl. ¶¶76-
16 103.) Accordingly, Plaintiff is entitled to full compensation for the hours claimed by Class
17 Counsel.

18 C. The Hourly Rates Requested Are Reasonable

19 Class Counsel is entitled to be compensated at hourly rates that reflect the reasonable
20 market value of their legal services, based on their experience and expertise. (*See Serrano IV,*
21 *supra*, 32 Cal.3d at pp. 640-43, n.31.) "The reasonable hourly rate is that prevailing in the
22 community for similar work." (*PLCM Group, Inc. v. Drexler* (2000) 22 Cal.4th 1084, 1095.)
23 Payment at full market rates is essential to entice well-qualified counsel to undertake difficult
24 cases, such as this one. (*San Bernardino Valley Audubon Soc'y v. County of San Bernardino*
25 (1984) 155 Cal. App. 3d 738, 755.) Additionally, calculation of a lodestar based on current
26 hourly rates is appropriate as a means of compensating for delay in payment. (*Missouri v.*
27 *Jenkins by Agyei* (1989) 491 U.S. 274, 283-84.)

28 The requested hourly rates in this case range from \$450.00 per hour to \$1,100.00. (Stiller

Decl. ¶80.) Class Counsel’s hourly rates are fully supported by their experience and reputation in handling complex employment litigation, including wage and hour class actions. (Stiller Decl. ¶81; ¶¶60-61.)

Mr. Kingsley is a 24-year attorney with expertise in wage and hour class action lawsuits. (Stiller Decl. ¶82.) He has litigated several hundred such cases, including at the appellate level at the U.S. Supreme Court, California Supreme Court, the Ninth Circuit, and the California Court of Appeal. (Stiller Decl. ¶83.) He is also a prolific speaker at various seminars on employment law and has contributed to legal publications on employment topics. (Stiller Decl. ¶84.) Biographical information for the other handling attorneys is included in the concurrently filed Declaration of Ari J. Stiller. (Stiller Decl. ¶¶85-90.)

Class Counsel’s charged rates are commensurate with the prevailing market rates in Los Angeles County for attorneys of comparable experience and skill handling complex litigation. (Stiller Decl. ¶92.) Class Counsel has made all reasonable attempts to avoid duplication of assignments and to assign tasks to timekeepers at the appropriate billing rates. (Stiller Decl. ¶93.)

Finally, Class Counsel’s rates are in line with the 2023-2024 Laffey Matrix, which is a fee scale that courts often consult in determining the reasonableness of hourly rates. Under the adjusted Laffey Matrix, a reasonable rate for an attorney with 20+ years of experience, such as Mr. Kingsley, is \$1,057, a reasonable rate for an attorney with 15 years of experience, such as Ms. Szamet, is \$878, a reasonable rate for an attorney with 10 years of experience, such as Mr. Stiller, is \$777, a reasonable rate for an attorney with 4-7 years of experience, such as Ms. Adlouni and Ms. Garrett, is \$538, and a reasonable rate for an attorney with 3 or less years of experience, such as Ms. Bulaon, is \$437. (Stiller Decl. ¶94; Ex. 4 [2023-2024 Adjusted Laffey Matrix].)

D. The Fees Requested Are Reasonable

The trial court has substantial discretion in adjusting the lodestar to account for various factors inadequately reflected therein. (*See Lealao, supra*, 82 Cal.App.4th at pp. 40-45.) A lodestar multiplier is recognized as earned compensation: “The adjustment to the lodestar, e.g., to provide a fee enhancement reflecting the risk the attorney will not receive payment if the suit

1 does not succeed, constitutes earned compensation; unlike a windfall, it is neither unexpected nor
2 fortuitous.” (*Ketchum, supra*, 24 Cal.4th at p. 1138.)

3 In California, courts regularly use a multiplier of 2.0 or greater in statutory fee cases to
4 approximate market fees.² In fact, “[m]ultipliers in the 3-4 range are common in lodestar awards
5 for lengthy and complex class action litigation.” (*Van Vracken v. Atlantic Richfield Co.*
6 (N.D.Cal.1995) 901 F.Supp. 294, 298; *see also, Wershba, supra*, 91 Cal.App.4th at p. 255
7 [“Multipliers can range from 2 to 4 or even higher.”].) Here, Class Counsel is not requesting a
8 multiplier. (Stiller Decl. ¶97.)

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

15 While class Counsel believes they have met the requirements for a multiplier, none is
16 being requested.

17 **V. THE COURT SHOULD APPROVE THE REQUEST FOR** 18 **REIMBURSEMENT OF COSTS**

19 In addition to their request for fees, Class Counsel further request reimbursement of the
20 reasonable out-of-pocket expenses advanced and/or incurred by them in connection with this
21 litigation, in the amount of \$9,600.00. (Stiller Decl. ¶98.) To date, Kingsley and Kingsley has
22 incurred \$9,951.32 in costs. (Stiller Decl. ¶99.) Class Counsel anticipates incurring an additional
23 \$200.00 in costs to file and serve this motion (with courtesy copy) and to prepare for and attend
24 the hearing. However, pursuant to the Agreement, Class Counsel shall not seek an amount over
25 \$9,600.00 for litigation costs. (Stiller Decl. ¶100; Agreement ¶3.2.2.) As such, Class Counsel is

26 ² See, for example, *Mangold v. Cal. Pub. Utils. Comm’n*, 67 F.3d 1470, 1478-79 (9th Cir. 1995)
27 (2.0); *City of Oakland v. Oakland Raiders* (1988) 203 Cal.App.3d 78, 82-85 (2.34); *Coal. for*
28 *L.A. County Planning v. Bd. of Supervisors* (1977) 76 Cal.App.3d 241, 251 (slightly above
2.0); *Crommie v. State of Cal. Public Utilities Comm’n* (N.D. Cal. 1994) 840 F.Supp.719, 726
(2.0 multiplier in employment case).

1 requesting a cost reimbursement of \$9,600.00 and will incur a loss for the excess costs. (Stiller
2 Decl. ¶101; Agreement ¶3.2.2.)

3 All of the requested costs are reasonable in amount and were necessarily incurred by
4 Class Counsel in prosecuting this litigation. (Stiller Decl. ¶102; Ex. 5 [Cost Report].)

5 Expenses in this matter to date include costs for filing fees, research, employment of an
6 expert to analyze payroll and timekeeping data produced by Defendant to assist with preparation
7 of Plaintiff's damage model, the cost of providing notice to the certified class, and additional
8 costs for the prosecution of this case evidenced in the costs spreadsheet attached to the
9 Declaration of Ari J. Stiller. All of these costs have been incurred in the course of this litigation,
10 and all costs advanced have already been paid by Class Counsel. (Stiller Decl. ¶103.)

11 Accordingly, the requested reimbursement of the reasonable out-of-pocket expenses
12 advanced and/or incurred is appropriate and justified as part of the overall settlement and the
13 Court should approve the request for reimbursement in the amount of \$9,600.00.

14 **VI. THE COURT SHOULD APPROVE THE NAMED PLAINTIFF'S** 15 **ENHANCEMENT**

16 Finally, Plaintiff's Counsel request an enhancement of \$5,000.00 to the named Plaintiff
17 Daniel Alcaraz for his work on behalf of the Class. (Stiller Decl. ¶104.) As set forth in detail in
18 Plaintiff's Motion for Final Approval of Class Settlement and Mr. Alcaraz's declaration, Plaintiff
19 Alcaraz invested significant time and effort in this case. (Stiller Decl. ¶105; Alcaraz Decl. ¶¶4-
20 8.) Among other activities, he sat for a full-day deposition, provided extensive information to
21 counsel about the case, regularly discussed the case with Class Counsel, and closely reviewed
22 and approved all settlement documents. (*Id.*) Moreover, Mr. Alcaraz was at risk of for paying
23 Defendant's costs in the event Defendant prevailed at trial, and has agreed to a full release with
24 1542 waiver as part of this Settlement. (Stiller Decl. ¶110.)

25 The Class has benefited from Mr. Alcaraz's action in stepping forward on their behalf to
26 bring this lawsuit. (Stiller Decl. ¶111.) The average settlement payment is \$927.91, with a high
27 of \$1,061.37, based only on a violation of Labor Code section 203. (Salinas Decl. ¶13.)

28 Further, the Class Notice disclosed the enhancement award. (*See* Agreement Ex. A [class

notice], p. 4.) (Stiller Decl. ¶112.) As of today, no Class Member has objected to the proposed enhancement. (Stiller Decl. ¶113.)

Under the circumstances, a representative payment of \$5,000.00 is justified and the Court should award this payment to Daniel Alcaraz from the Gross Settlement Amount as provided in the Agreement. (Stiller Decl. ¶114.)

VII. PROOF OF SUBMISSION TO THE LABOR AND WORKFORCE DEVELOPMENT AGENCY

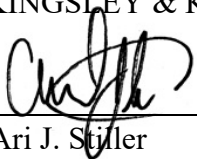
As indicated on the Proof of Service, Plaintiff's Motion for Approval of Attorneys' Fees and Costs ("Motion") was uploaded to the Labor and Workforce Development Agency's ("LWDA") website on the date this Motion was filed as required by statute. Proof of submission of Plaintiff's Motion, all related documents, and copy of the email from the LWDA confirming receipt is attached to the Declaration of Ari J. Stiller as Exhibit "6". (Stiller Decl. ¶115.)

VIII. CONCLUSION

Class Counsel respectfully requests that the Court award a fee equal to 1/3 of the gross settlement amount, or \$35,000.00 and reimbursement of costs of \$9,600.00. Class Counsel also respectfully requests that the Court award an enhancement for the named Plaintiff of \$5,000.00. For the above reasons, all of these requests are appropriate and justified as part of the overall Settlement, and the Court should approve them as reasonable and fair.

DATED: March 13, 2024

KINGSLEY & KINGSLEY, APC

By: 

Ari J. Stiller
Attorneys for Plaintiff Daniel Alcaraz and the
proposed class

(PROOF OF SERVICE)
[CCP 1013(a)(3)]
STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

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

On March 13, 2024, I served all interested parties in this action the following documents described as: **NOTICE OF MOTION AND MOTION FOR FINAL APPROVAL OF ATTORNEYS' FEES AND COSTS; MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT THEREOF** by placing a true copy thereof enclosed in a sealed envelope addressed as follows:

Daniel J. McQueen, Esq.
daniel.mcqueen@afslaw.com
ArentFox Schiff
555 W 5th St Fl 48
Los Angeles, CA 90013

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

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

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

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

Executed on March 13, 2024, at Chino, California.



Leslie Sanchez