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

NICK VASQUEZ, an individual, on behalf of
himself and others similarly situated

PLAINTIFF,

v.

TURBINE ENGINE COMPONENTS
TECHNOLOGIES CORPORATION; and
DOES 1 thru 50, inclusive,

DEFENDANTS.

CASE NO. 21STCV42670

[Case Assigned for All Purposes to Hon. Elaine
Lu in Dept. 9]

**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
Kelsey M. Szamet, Nick Vasquez and Lluvia
Islas, Proposed Order, and Proposed
Judgment]*

Date: October 23, 2024

Time: 10:00 AM

Dept.: 9

Complaint Filed: November 19, 2021

Trial Date: None Set

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

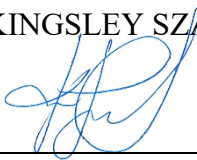
2 PLEASE TAKE NOTICE that on October 23, 2024 at 10:00 AM in Department 9 of the
3 above-entitled court, Plaintiff NICK VASQUEZ (“Plaintiff”) will, and hereby does, move the
4 Court for an Order granting final approval of Class Counsel’s Attorneys’ Fees and Costs pursuant
5 to the Parties’ Class Action 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 Kelsey M. Szamet; Plaintiff NICK VASQUEZ; and
12 Lluvia Islas of Phoenix Settlement Administrators; all other papers and records on file in this
13 action; and on such oral and documentary evidence as may be presented at the hearing on this
14 Motion.

15 DATED: September 23, 2024

KINGSLEY SZAMET & LY

16
17 By: 

18 Kelsey M. Szamet
19 Attorneys for Plaintiff NICK VASQUEZ 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 NICK VASQUEZ (“Plaintiff”) moves this Court for approval of
5 an 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”)
7 between named Plaintiff and Defendant TURBINE ENGINE COMPONENTS TECHNOLOGIES
8 CORPORATION (“Defendant”). Class Counsel also respectfully requests that the Court award
9 an enhancement for the named 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.

14 The Agreement has been preliminarily-approved by the Court and the Notice of Class
15 Action Settlement disseminated pursuant to the terms of the Agreement. (Declaration of Kelsey
16 M. Szamet ¶17 (“Szamet Decl.”); Declaration of Lluvia Islas ¶5 (“Islas Decl.”).)

17 As discussed in the Motion for Final Approval of Class Action Settlement, Class Counsel
18 worked diligently on behalf of the preliminarily certified Class Members in order to obtain this
19 Settlement.

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

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

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

28 We join the overwhelming majority of federal and state courts in holding that when

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

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

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

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

14 An award of 1/3 of the common fund is appropriate here under the “substantial benefit”
15 theory. (*Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1810; *Wershba v. Apple Computer,*
16 *Inc.* (2001) 91 Cal.App.4th 224, 254.) That theory permits a litigant who has sued in a
17 representative capacity to recover fees when the litigant’s efforts have created a substantial, actual,
18 and concrete benefit for members of an ascertainable class and the court’s jurisdiction over the
19 subject matter makes possible an award which spreads the cost proportionately among the
20 members of the benefitted class. (*See Ciani v. San Diego Trust & Sav. Bank* (1994) 25 Cal.App.4th
21 563, 578.)

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

1 Cal. App. 4th 19, 31, 48.)

2 As detailed fully in the Agreement and set forth above, the Agreement provides for
3 Defendant to create a Gross Settlement Amount of \$650,000.00. From that fund, Plaintiff requests
4 an award of attorneys' fees in the amount of \$216,666.67, or 1/3 of the Gross Settlement Amount
5 created on behalf of members of the Class. (Szamet Decl. ¶119.) This litigation resulted in "a
6 substantial, actual and concrete . . . benefit on the members of an ascertainable class," *Save El*
7 *Toro Assn., supra*, 98 Cal.App.3d at p. 548, namely a non-reversionary settlement fund of
8 \$650,000.00. Because none of the Class Members have paid fees to Class Counsel for their efforts
9 during the litigation, equity requires that they pay a fair and reasonable fee based on what the
10 market would traditionally require, no less than if they had hired private counsel to litigate their
11 cases individually. Class Counsel is therefore entitled to a reasonable contingency fee of 1/3 from
12 the Settlement fund as a whole.

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

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

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

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

26 ///

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

In the present case, Class Counsel asks the Court to award a fee of 1/3 of the common fund, or \$216,666.67, as provided in the Agreement. This amount is reasonable because Class Counsel's diligent litigation efforts and experience led to an outstanding settlement, with an average net recovery of over \$2,314.58 per Class Member (*See* Islas Decl. ¶13), based on cognizable risks which are discussed in detail in Plaintiff's Motion for Final Approval of Class Action Settlement.

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

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

Class Counsel extensively addressed the perceived risks in this case in the concurrently filed Motion for Final Approval of Class Action Settlement and will not repeat that analysis here. In addition to the complexity of this case, Class Counsel has borne the entire risk and costs of this litigation during the entire time that it has been pending, all on a pure contingency basis. (Szamet Decl. ¶120.) Through the investment of substantial effort and resources, Class Counsel has secured an outstanding Settlement of behalf of the Class Members. (*Id.*) Defendant vigorously contested liability, the amount of claimed damages, and the propriety of class certification. (*Id.*) It is this kind of situation, involving complex issues, that has been recognized as justifying a substantial attorney fee award. (*Id.*)

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

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*

1 *v. Priest* (1977) 20 Cal.3d 25, 48-49 (“*Serrano III*”).) Those rates reflect “the general local hourly
2 rate for a fee-bearing case” and do “not include any compensation for contingent risk,
3 extraordinary skill, or any other factors.” (*Ketchum v. Moses* (2001) 24 Cal.4th 1122, 1138.) The
4 court may then enhance the lodestar with a multiplier. (*Wershba, supra*, 91 Cal.App.4th at p. 254;
5 *Rebney v. Wells Fargo Bank* (1991) 232 Cal.App.3d 1344, 1347; *Serrano III, supra*, 20 Cal.3d at
6 p. 49.)

7 A. Requested Multiplier

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

17 Here, a lodestar cross-check confirms that the percentage requested is reasonable. Class
18 Counsel’s aggregate lodestar amounts to \$141,190.00 (without future hours)¹, which represents
19 162.2 hours of attorney work² on this litigation incurred from its inception through the filing of
20 Plaintiff’s Motion for Final Approval. (Szamet Decl. ¶128.) As such, Class Counsel is asking for
21 a multiplier of 1.53. (Szamet Decl. ¶130.) Typically, the lodestar is merely the starting point of
22 the calculation of a reasonable fee, and courts often multiply the lodestar by a factor to account for

23 ¹ Though Class Counsel will certainly continue to spend time working on this matter for tasks
24 such as preparing for and attending the final approval hearing, overseeing the administration
25 process, and communicating with Class Members, Plaintiff’s Counsel are not requesting
approval of future hours.

26 ² In its April 30, 2024 Tentative Ruling, the Court asked for billing records. It is our firm’s
27 practice to keep contemporaneous billing records. Per the Court’s request, we have attached a
28 copy of our billing report so that the Court can see the total time spent and the amount spent
per activity; however, the report is heavily redacted as we keep very detailed descriptions that
would reveal attorney work product and attorney-client communications were the descriptions
not redacted. (Szamet Decl. ¶129 and Exhibit “8” thereto.)

1 the risk of non-payment, delay in payment, the quality of work, and the novelty and difficulty of
2 the issues involved. (*See Radar v. Thrasher* (1962) 57 Cal.2d 244, 253; *Beasley v. Wells Fargo*
3 *Bank* (1991) 235 Cal.App.3d 1407, 1419; *Coal. for L.A. County Planning v. Bd. of Supervisors*
4 (1977) 76 Cal.App.3d 241, 251.)

5 B. The Number of Hours Claimed is Reasonable

6 Plaintiff's counsel are entitled to be compensated "for all time reasonably expended in
7 pursuit of the ultimate result achieved in the same manner that an attorney traditionally is
8 compensated by a fee-paying client for all time reasonably expended on a matter." (*Hensley v.*
9 *Eckerhart* (1983) 461 U.S. 424, 431 [internal quotations omitted]; *accord Serrano v. Unruh* (1982)
10 32 Cal.3d 621, 633 ["Serrano IV"] [parties should recover for all hours reasonably spent]; *Meister*
11 *v. Regents of Univ. of Cal.* (1998) 67 Cal.App.4th 437, 447-48 [same].)

12 The amount of time spent on this case (over 162.2 hours), which culminated in a very
13 favorable proposed Settlement for the Class Members, is reasonable given the complexity and
14 novelty of the issues involved, the vigorous defense, the length and intensity of the litigation, and
15 the exceptional results obtained. (Szamet Decl. ¶131.) Class Counsel litigated this action with
16 great efficiency in light of the amount of work required to achieve the Settlement. (Szamet Decl.
17 ¶132.) Class Counsel has submitted a declaration evidencing the reasonable hourly rate for their
18 services and establishing the number of hours spent working on the case. (Szamet Decl. ¶¶133-
19 140.) Accordingly, Plaintiff is entitled to full compensation for the hours claimed by Class
20 Counsel.

21 C. The Hourly Rates Requested Are Reasonable

22 Class Counsel is entitled to be compensated at hourly rates that reflect the reasonable
23 market value of their legal services, based on their experience and expertise. (*See Serrano IV,*
24 *supra*, 32 Cal.3d at pp. 640-43, n.31.) "The reasonable hourly rate is that prevailing in the
25 community for similar work." (*PLCM Group, Inc. v. Drexler* (2000) 22 Cal.4th 1084, 1095.)
26 Payment at full market rates is essential to entice well-qualified counsel to undertake difficult
27 cases, such as this one. (*San Bernardino Valley Audubon Soc'y v. County of San Bernardino* (1984)
28 155 Cal. App. 3d 738, 755.) Additionally, calculation of a lodestar based on current hourly rates

1 is appropriate as a means of compensating for delay in payment. (*Missouri v. Jenkins by Agyei*
2 (1989) 491 U.S. 274, 283-84.)

3 The requested hourly rates in this case range from \$800.00 per hour to \$1,100.00. (Szamet
4 Decl. ¶133.) Class Counsel's hourly rates are fully supported by their experience and reputation
5 in handling complex employment litigation, including wage and hour class actions. (Szamet Decl.
6 ¶134; ¶¶135-140.)

7 Mr. Kingsley is a 24-year attorney with expertise in wage and hour class action lawsuits.
8 (Szamet Decl. ¶135.) He has litigated several hundred such cases, including at the appellate level
9 at the U.S. Supreme Court, California Supreme Court, the Ninth Circuit, and the California Court
10 of Appeal. (Szamet Decl. ¶136.) He is also a prolific speaker at various seminars on employment
11 law and has contributed to legal publications on employment topics. (Szamet Decl. ¶137.)
12 Biographical information for the other handling attorneys is included in the concurrently filed
13 Declaration of Kelsey M. Szamet. (Szamet Decl. ¶¶138-140.)

14 William Zev Abramson is a seasoned attorney with extensive expertise with wage and hour
15 class actions lawsuits.³ (*See* Declaration of William Zev Abramson ¶¶3-7.)

16 Class Counsel's charged rates are commensurate with the prevailing market rates in Los
17 Angeles County for attorneys of comparable experience and skill handling complex litigation.
18 (Szamet Decl. ¶144.) Furthermore, Class Counsel's rates in calculating the lodestar are the same
19 rates charged to non-contingent hourly clients and thus necessarily reflect the current market value
20 of counsel's legal services.⁴ (Szamet Decl. ¶145.) Class Counsel has made all reasonable attempts
21 to avoid duplication of assignments and to assign tasks to timekeepers at the appropriate billing
22 rates. (Szamet Decl. ¶146.)

23 Finally, Class Counsel's rates are in line with the 2023-2024 Laffey Matrix, which is a fee
24 scale that courts often consult in determining the reasonableness of hourly rates. Under the

25 ³ Kingsley Szamet & Ly and Abramson Labor Group have entered into a written fee sharing
26 agreement that was also signed by the named Plaintiff. (Szamet Decl. ¶142.)

27 ⁴ The Court should also note that other California courts approved many of these same rates over
28 15 years ago. (*See, e.g., Bihun v. AT&T Info. Sys., Inc.* (1993) 13 Cal.App.4th 976, 997,
disapproved on other grounds, 6 Cal.4th 644, 664 [\$450 hourly rate was a reasonable fee based
on counsel's knowledge, skill, experience and reputation].)

adjusted Laffey Matrix, a reasonable rate for an attorney with 20+ years of experience, such as Mr. Kingsley, is \$1057 and a reasonable rate for an attorney with 16 years of experience, such as Ms. Szamet, is \$878. (Szamet Decl. ¶147; Ex. 6 [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 does not succeed, constitutes earned compensation; unlike a windfall, it is neither unexpected nor fortuitous.” (*Ketchum, supra*, 24 Cal.4th at p. 1138.)

In California, courts regularly use a multiplier of 2.0 or greater in statutory fee cases to approximate market fees.⁵ In fact, “[m]ultipliers in the 3-4 range are common in lodestar awards for lengthy and complex class action litigation.” (*Van Vracken v. Atlantic Richfield Co.* (N.D.Cal.1995) 901 F.Supp. 294, 298; *see also, Wershba, supra*, 91 Cal.App.4th at p. 255 [“Multipliers can range from 2 to 4 or even higher.”].) Here, Class Counsel is requesting a multiplier of 1.53. (Szamet Decl. ¶150.)

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

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

///

⁵ See, for example, *Mangold v. Cal. Pub. Utils. Comm’n*, 67 F.3d 1470, 1478-79 (9th Cir. 1995) (2.0); *City of Oakland v. Oakland Raiders* (1988) 203 Cal.App.3d 78, 82-85 (2.34); *Coal. for L.A. County Planning v. Bd. of Supervisors* (1977) 76 Cal.App.3d 241, 251 (slightly above 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 i. Novelty and Difficulty of Questions Presented

2 This case dealt with difficult legal and factual questions. Significantly, the risk attendant
3 to the underlying claims in this matter was great considering Defendant's defenses. As discussed
4 in detail in the extensive risk analysis section in Plaintiff's Motion for Preliminary Approval of
5 Settlement, were this case to proceed, Defendant would have a strong incentive to litigate
6 tenaciously. (Szamet Decl. ¶152.) There are genuine issues in dispute. (*Id.*)

7 ii. Skill Displayed in Presenting Questions Presented

8 Class Counsel are skilled wage and hour practitioners with decades of experience who
9 diligently prepared and litigated this matter as discussed. (Szamet Decl. ¶153; *Id.* at ¶¶114-116.)

10 iii. Preclusion of Other Employment By Attorneys

11 To achieve the ultimate result in this case, Co-lead Class Counsel had to incur substantial
12 risk and expense and were precluded from taking other fee generating employment for over
13 162.2 hours of attorney time. (Szamet Decl. ¶154.)

14 iv. Contingent Nature of the Fee Award

15 This matter had been handled purely on a contingency fee basis and Class Counsel have
16 advanced many thousands of dollars in costs while deferring all payment of fees, with no guarantee
17 that any of the fees incurred or costs advanced would ever be recovered and diverting significant
18 firm resources to prosecution of this matter. (Szamet Decl. ¶155.)

19 v. Success Achieved

20 Class Counsel believe this is an exceptional result that has been well received by Class
21 Members. (Szamet Decl. ¶156.)

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

23 There have been zero opt-outs or objections to date. (Islas Decl. ¶¶8-9.)

24 Accordingly, Plaintiff's multiplier request is justified, and the lodestar/multiplier cross-
25 check confirms the reasonableness of Class Counsel's fee request. The Court should therefore
26 approve the attorneys' fee award for time spent in the successful prosecution of this matter.

27 ///

1 **V. THE COURT SHOULD APPROVE THE REQUEST FOR REIMBURSEMENT OF**
2 **COSTS**

3 In addition to their request for fees, Class Counsel further request reimbursement of the
4 reasonable out-of-pocket expenses advanced and/or incurred by them in connection with this
5 litigation, in the amount of \$25,000.00. (Szamet Decl. ¶157.) To date, Kingsley Szamet & Ly has
6 incurred \$20,736.80 in costs. (Szamet Decl. ¶158.) Class Counsel anticipates incurring an
7 additional \$600.00 in costs to file, serve, and copy this motion; to prepare for and attend the
8 hearing; and for future copy charges, however, pursuant to the Agreement, Class Counsel shall not
9 seek an amount in excess of \$25,000.00 for litigation costs. (Szamet Decl. ¶159; Agreement
10 ¶3.2.2.) As such, Class Counsel is requesting a cost reimbursement of \$21,336.80. (Szamet Decl.
11 ¶160)

12 All of the requested costs are reasonable in amount and were necessarily incurred by Class
13 Counsel in prosecuting this litigation. (Szamet Decl. ¶161; Ex. 7 [Cost Report].)

14 Expenses in this matter to date include costs for filing fees, research, mediation,
15 employment of a database expert to synthesize the tens of thousands of lines of payroll and
16 timekeeping data produced by Defendant to assist with preparation of Plaintiff's damage model,
17 and additional costs for the prosecution of this case evidenced in the costs spreadsheet attached to
18 the Declaration of Kelsey M. Szamet. All of these costs have been incurred in the course of this
19 litigation, and all costs advanced have already been paid by Class Counsel. (Szamet Decl. ¶162.)

20 Accordingly, the requested reimbursement of the reasonable out-of-pocket expenses
21 advanced and/or incurred is appropriate and justified as part of the overall settlement and the Court
22 should approve the request for reimbursement in the amount of \$21,336.80.

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

24 Finally, Plaintiff's Counsel request an enhancement of \$5,000.00 to the named Plaintiff
25 NICK VASQUEZ for his work on behalf of the Class. (Szamet Decl. ¶163.) As set forth in detail
26 in Plaintiff's Motion for Final Approval of Class Settlement and NICK VASQUEZ's declaration,
27 Plaintiff Vasquez invested significant time and effort in this case. (Szamet Decl. ¶164; Vasquez
28 Decl. ¶¶3-9.)

1 Plaintiff was also at risk of for paying Defendant's legal fees and costs in the event that
2 Defendant prevailed at trial. (Szamet Decl. ¶169.)

3 The Class has benefited from Mr. Vasquez's action in stepping forward on their behalf to
4 bring this lawsuit. (Szamet Decl. ¶170.) The average settlement payment is \$2,314.58 for a Class
5 Member with a high of \$9,842.34. (Islas Decl. ¶13.)

6 Further, The Class Notice disclosed the enhancement award. (See Agreement Ex. 1 [class
7 notice], p. 3.) (Szamet Decl. ¶171.) As of today, no Class Member has objected to the proposed
8 enhancement. (Szamet Decl. ¶172.)

9 Under the circumstances, a representative payment of \$5,000.00 is justified and the Court
10 should award this payment to NICK VASQUEZ from the Gross Settlement Amount as provided
11 in the Agreement. (Szamet Decl. ¶173.)

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

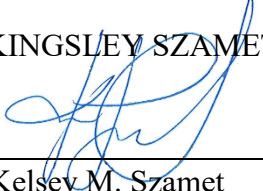
14 As indicated on the Proof of Service, Plaintiff's Motion for Approval of Attorneys' Fees
15 and Costs ("Motion") was uploaded to the Labor and Workforce Development Agency's
16 ("LWDA") website on the date this Motion was filed as required by statute. Proof of submission
17 of Plaintiff's Motion, all related documents, and copy of the email from the LWDA confirming
18 receipt is attached to the Declaration of Kelsey M. Szamet as Exhibit "9". (Szamet Decl. ¶174.)

19 **VIII. CONCLUSION**

20 Class Counsel respectfully requests that the Court award a fee equal to 1/3 of the gross
21 settlement amount, or \$216,666.67 and reimbursement of costs of \$25,000.00. Class Counsel also
22 respectfully requests that the Court award an enhancement for the named Plaintiff of \$5,000.00.
23 For the above reasons, all of these requests are appropriate and justified as part of the overall
24 Settlement, and the Court should approve them as reasonable and fair.

25 DATED: September 23, 2024

KINGSLEY SZAMET & LY

26
27 By: 

Kelsey M. Szamet

28 Attorneys for Plaintiff NICK VASQUEZ and the
proposed class

1 (PROOF OF SERVICE)

2 [CCP 1013(a)(3)]

3 STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

4 I am employed in the County of Los Angeles, State of California. I am over the age of 18
5 years and not a party to the within action. My business address is 16133 Ventura Boulevard, Suite
6 1200, Encino, California 91436.

7 On September 24, 2024, I served all interested parties in this action the following
8 documents described as: **NOTICE OF MOTION AND MOTION FOR FINAL APPROVAL
9 OF ATTORNEYS' FEES AND COSTS; MEMORANDUM OF POINTS AND
10 AUTHORITIES IN SUPPORT THEREOF** by placing a true copy thereof enclosed in a sealed
11 envelope addressed as follows:

12 SEYFARTH SHAW LLP

13 Andrew M. Paley

14 apaley@seyfarth.com

15 Jill A. Porcaro

16 jporcaro@seyfarth.com

17 Angelina Evans

18 aevans@seyfarth.com

19 2029 Century Park East, Suite 3500

20 Los Angeles, CA 90067-3021

21 ABRAMSON LABOR GROUP

22 William Zev Abramson

23 wza@abramsonlabor.com

24 3580 Wilshire Blvd, Ste 1260

25 Los Angeles, CA 90010-2513

26 [XX] **BY ELECTRONIC SERVICE:** I caused a true and correct copy thereof to be
27 electronically filed using the Labor and Workforce Development Agency Electronic Filing
28 ("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 THROUGH CASE ANYWHERE):** On interested parties set
forth on the attached service list.

[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 September 24, 2024, at Encino, California.


Michelle Tanzer