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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF HUMBOLDT**

GABRIEL GOMEZ, an individual, on behalf
of the State of California, as a private attorney
general; BARON QUIROS, and individual, on
behalf of himself and others similarly situated,

PLAINTIFFS,

v.

WAHID OF PENNSYLVANIA LLC; and
DOES 1 thru 50, inclusive,

DEFENDANTS.

CASE NO. CV2200078

[Case Assigned for All Purposes to Dept. 4]

**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, Gabriel Gomez, and Baron
Quiros; Proposed Order, and Proposed
Judgment]*

Date: October 23, 2023

Time: 10:30 A.M.

Dept.: 4

Complaint Filed: January 14, 2022

Trial Date: None Set

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

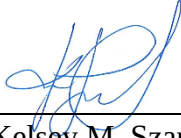
2 PLEASE TAKE NOTICE that on October 23, 2023 at 10:30 A.M. in Department 4 of the
3 above-entitled court, Plaintiffs Gabriel Gomez and Baron Quiros (“Plaintiffs”) will, and hereby
4 do, move the Court for an Order granting final approval of Class/PAGA Counsel’s Attorneys’ Fees
5 and Costs pursuant to the Parties’ Class Action and PAGA Settlement Agreement. Plaintiffs also
6 respectfully requests that the Court award an enhancement of \$2,500 each.

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

11 The Motion will be based on this Notice of Motion; the accompanying Memorandum of
12 Points and Authorities; the Declarations of Kelsey M. Szamet; Plaintiffs Gabriel Gomez, Baron
13 Quiros, and Taylor Mitzner; all other papers and records on file in this action; and on such oral
14 and documentary evidence as may be presented at the hearing on this Motion.

15 DATED: September 29, 2023

KINGSLEY & KINGSLEY, APC

16
17 By: 

Kelsey M. Szamet
Attorneys for Plaintiffs, the proposed class,
and all aggrieved employees

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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 Gabriel Gomez and Plaintiff Baron Quiros (“Plaintiffs”) move this
5 Court for approval of an award of attorneys’ fees and reimbursement of expenses to Class/PAGA
6 Counsel, pursuant to the terms of the preliminary-approved Class Action and PAGA Settlement
7 Agreement (“Agreement” or “Settlement”) between named Plaintiffs and Defendant Wahid of
8 Pennsylvania LLC (“Defendant”). Class/PAGA Counsel also respectfully requests that the Court
9 award an enhancement for the named Plaintiffs of \$2,500 each.

10 **II. STATUS OF THE SETTLEMENT**

11 In an effort to conserve the Court’s time and resources, Plaintiffs 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 Taylor Mitzner ¶2 (“Mitzner Decl.”).)

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

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

22 A. Class/PAGA 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 \$90,000.00. From that fund, Plaintiffs requests
4 an award of attorneys' fees in the amount of \$30,000.00, or 1/3 of the Gross Settlement Amount
5 created on behalf of members of the Class. (Szamet Decl. ¶103.) 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 \$Gross
8 Settlement Amount. Because none of the Settlement Class Members have paid fees to Class/PAGA
9 Counsel for their efforts during the litigation, equity requires that they pay a fair and reasonable
10 fee based on what the market would traditionally require, no less than if they had hired private
11 counsel to litigate their cases individually. Class/PAGA Counsel is therefore entitled to a
12 reasonable contingency fee of 1/3 from the Settlement fund as a whole.

13 B. The Attorneys' Fees Requested By Class/PAGA Counsel Are Well Within the
14 Range of 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/PAGA Counsel's requested fee of 33.3% is not only well within the range
24 of reasonableness, but is fair compensation for undertaking this complex, risky, expensive, and
25 time-consuming litigation on a contingent basis.

26 ///

27 ///

28 ///

C. The Contingency Fee of 1/3 Requested By Class/PAGA 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/PAGA Counsel asks the Court to award a fee of 1/3 of the common fund, or \$30,000.00, as provided in the Agreement. This amount is reasonable because Class/PAGA Counsel's diligent litigation efforts and experience led to an outstanding settlement, with an average net recovery of over \$365.85 per Settlement Class Member (See Mitzner Decl. ¶14), based on cognizable risks which are discussed in detail in Plaintiffs' 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/PAGA 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/PAGA 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. ¶103.) Through the investment of substantial effort and resources, Class/PAGA Counsel has secured an outstanding Settlement of behalf of the Settlement 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/PAGA 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

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

8 A. Requested Multiplier

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

18 Here, a lodestar cross-check confirms that the percentage requested is reasonable.
19 Class/PAGA Counsel’s aggregate lodestar amounts to \$53,910.50 (without future hours)¹, which
20 represents 73.90 hours of attorney work on this litigation incurred from its inception through the
21 filing of Plaintiffs’ Motion for Final Approval. (Szamet Decl. ¶111.) As such, Class/PAGA
22 Counsel is not asking for a multiplier. (Szamet Decl. ¶112.) In fact, Class/PAGA Counsel has
23 billed more in fees than they are collecting and the multiplier is negative and amounts to .56.
24 Szamet Decl. ¶113.) Typically, the lodestar is merely the starting point of the calculation of a
25 reasonable fee, and courts often multiply the lodestar by a factor to account for the risk of non-

26
27 ¹ Though Kingsley & Kingsley and Abramson Labor Group will certainly continue to spend
28 time working on this matter for tasks such as preparing for and attending the final approval
hearing, overseeing the administration process, and communicating with Class Members,
Plaintiffs’ Counsel are not requesting approval of future hours.

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

5 B. The Number of Hours Claimed is Reasonable

6 Plaintiffs' 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 73.90 hours), which culminated in a very
13 favorable proposed Settlement for the Settlement Class Members, is reasonable given the
14 complexity and novelty of the issues involved, the vigorous defense, the length and intensity of
15 the litigation, and the exceptional results obtained. (Szamet Decl. ¶114.) Class/PAGA Counsel
16 litigated this action with great efficiency in light of the amount of work required to achieve the
17 Settlement. (Szamet Decl. ¶115.) Class/PAGA Counsel has submitted a declaration evidencing
18 the reasonable hourly rate for their services and establishing the number of hours spent working
19 on the case. (Szamet Decl. ¶¶111-134.) Accordingly, Plaintiffs is entitled to full compensation
20 for the hours claimed by Class/PAGA 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 \$415.00 per hour to \$990.00. (Szamet
4 Decl. ¶116.) Class/PAGA Counsel's hourly rates are fully supported by their experience and
5 reputation in handling complex employment litigation, including wage and hour class actions.
6 (Szamet Decl. ¶117; ¶¶97-98.)

7 Mr. Kingsley is a 24-year attorney with expertise in wage and hour class action lawsuits.
8 (Szamet Decl. ¶118.) 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. ¶119.) He is also a prolific speaker at various seminars on employment
11 law and has contributed to legal publications on employment topics. (Szamet Decl. ¶120.)
12 Biographical information for the other handling attorneys is included in the concurrently filed
13 Declaration of Kelsey M. Szamet (Szamet Decl. ¶¶121-125.)

14 Class/PAGA Counsel's charged rates are commensurate with the prevailing market rates
15 in Humboldt County for attorneys of comparable experience and skill handling complex litigation.
16 (Szamet Decl. ¶127.) Furthermore, Class/PAGA Counsel's rates in calculating the lodestar are the
17 same rates charged to non-contingent hourly clients and thus necessarily reflect the current market
18 value of counsel's legal services.² (Szamet Decl. ¶128.) Class/PAGA Counsel has made all
19 reasonable attempts to avoid duplication of assignments and to assign tasks to timekeepers at the
20 appropriate billing rates. (Szamet Decl. ¶129.)

21 Finally, Class/PAGA Counsel's rates are in line with the 2023-2024 Laffey Matrix, which
22 is a fee scale that courts often consult in determining the reasonableness of hourly rates. Under
23 the adjusted Laffey Matrix, a reasonable rate for an attorney with 20+ years of experience, such as
24 Mr. Kingsley, is \$1,057, a reasonable rate for an attorney with 15 years of experience, such as Ms.
25 Szamet, is \$878, a reasonable rate for an attorney with 2 or less years of experience, such as Ms.

26
27 ² 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].)

1 Bulaon, is \$437, and a reasonable rate for an attorney with 5+ years of experience, such Ms.
2 Garrett, is \$538. (Szamet Decl. ¶130; Ex. 4 [2023-2024 Adjusted Laffey Matrix].)

3 D. The Fees Requested Are Reasonable

4 The trial court has substantial discretion in adjusting the lodestar to account for various
5 factors inadequately reflected therein. (*See Lealao, supra*, 82 Cal.App.4th at pp. 40-45.) A lodestar
6 multiplier is recognized as earned compensation: “The adjustment to the lodestar, e.g., to provide
7 a fee enhancement reflecting the risk the attorney will not receive payment if the suit does not
8 succeed, constitutes earned compensation; unlike a windfall, it is neither unexpected nor
9 fortuitous.” (*Ketchum, supra*, 24 Cal.4th at p. 1138.)

10 In California, courts regularly use a multiplier of 2.0 or greater in statutory fee cases to
11 approximate market fees.³ In fact, “[m]ultipliers in the 3-4 range are common in lodestar awards
12 for lengthy and complex class action litigation.” (*Van Vracken v. Atlantic Richfield Co.*
13 (N.D.Cal.1995) 901 F.Supp. 294, 298; *see also, Wershba, supra*, 91 Cal.App.4th at p. 255
14 [“Multipliers can range from 2 to 4 or even higher.”].) Here, Class/PAGA Counsel is not
15 requesting a multiplier. (Szamet Decl. ¶134.)

16 The court may augment the lodestar upon consideration of various factors, including, but
17 not limited to: (1) the novelty and difficulty of the questions involved, (2) the skill displayed in
18 presenting them, (3) the extent to which the nature of the litigation precluded other employment
19 by the attorneys, and (4) the contingent nature of the fee award, both from the point view of
20 eventual victory on the merits and of establishing eligibility for an award. (*See Serrano III, supra*,
21 20 Cal.3d at pp. 41, 49.)

22 While Class Counsel believes they have met the requirements for a multiplier, none is being
23 requested.

24 ///

25 ///

26 ³ 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 **V. THE COURT SHOULD APPROVE THE REQUEST FOR REIMBURSEMENT OF**
2 **COSTS**

3 In addition to their request for fees, Class/PAGA Counsel further request reimbursement
4 of the reasonable out-of-pocket expenses advanced and/or incurred by them in connection with
5 this litigation, in the amount of \$15,000.00. (Szamet Decl. ¶135.) To date, Kingsley and Kingsley
6 has incurred \$14,699.12 in costs. (Szamet Decl. ¶136.) Class/PAGA Counsel anticipates incurring
7 an additional \$500.00 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/PAGA Counsel
9 shall not seek an amount in excess of \$15,000.00 for litigation costs. (Szamet Decl. ¶137.) As
10 such, Class/PAGA Counsel is requesting a cost reimbursement of \$15,000.00. (Szamet Decl. ¶138
11 Agreement ¶3.2.2.)

12 All of the requested costs are reasonable in amount and were necessarily incurred by
13 Class/PAGA Counsel in prosecuting this litigation. (Szamet Decl. ¶139; Ex. 5 [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 Plaintiffs' 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/PAGA Counsel. (Szamet Decl.
20 ¶140.)

21 Accordingly, the requested reimbursement of the reasonable out-of-pocket expenses
22 advanced and/or incurred is appropriate and justified as part of the overall settlement and the Court
23 should approve the request for reimbursement in the amount of \$15,000.00.

24 **VI. THE NAMED PLAINTIFFS' ENHANCEMENT SHOULD BE APPROVED**

25 Finally, Plaintiffs' Counsel request an enhancement of \$2,500.00 to the named Plaintiff
26 Gabriel Gomez for his work on behalf of the Aggrieved Employees and an enhancement of
27 \$2,500.00 to the named Plaintiff Baron Quiros for their work on behalf of the Class. (Szamet Decl.
28 ¶141.) As set forth in detail in Plaintiff's Motion for Final Approval of Class Settlement and

1 Gabriel Gomez’s declaration and Baron Quiros’s declaration, Plaintiff Gomez and Plaintiff Quiros
2 invested significant time and effort in this case. (Szamet Decl. ¶143; Gomez Decl. ¶¶5-14; Quiros
3 Decl. ¶¶5-14.) Mr. Gomez stands to receive approximately \$2,500.00 as a PAGA Member and
4 Mr. Quiros stands to receive approximately \$2,500.00 as a Settlement Class Member. (Mitzner
5 Decl. ¶13.)

6 Plaintiff Gomez and Plaintiff Quiros were also at risk of for paying Defendant’s legal fees
7 and costs in the event that Defendant prevailed at trial. (Szamet Decl. ¶146.)

8 The Class has benefited from Mr. Quiros’s action in stepping forward on their behalf to
9 bring this lawsuit. (Szamet Decl. ¶147.) The average settlement payment is \$365.85 for a
10 Settlement Class Member with a high of \$1,609.76. (Mitzner Decl. ¶14.)

11 The Aggrieved Employees have benefited from Mr. Gomez’s action in stepping forward
12 on their behalf to bring this lawsuit. (Szamet Decl. ¶148.) The average settlement payment is
13 \$15.06 for a Settlement Class Member with a high of \$63.25. (Mitzner Decl. ¶14.)

14 Further, the Class Notice disclosed the enhancement award. (See Agreement Ex. 1 [class
15 notice], p. 4.) (Szamet Decl. ¶149.) As of today, no Settlement Class Member has objected to the
16 proposed enhancement. (Szamet Decl. ¶150.)

17 Under the circumstances, a representative payment of \$2,500.00 each is justified and the
18 Court should award this payment to Gabriel Gomez and Baron Quiros from the Gross Settlement
19 Amount as provided in the Agreement. (Szamet Decl. ¶151.)

20 **VII. PROOF OF SUBMISSION TO THE LABOR AND WORKFORCE** 21 **DEVELOPMENT AGENCY**

22 As indicated on the Proof of Service, Plaintiffs’ Motion for Approval of Attorneys’ Fees
23 and Costs (“Motion”) was uploaded to the Labor and Workforce Development Agency’s
24 (“LWDA”) website on the date this Motion was filed as required by statute. Proof of submission
25 of Plaintiffs’ Motion, all related documents, and copy of the email from the LWDA confirming
26 receipt is attached to the Declaration of Kelsey M. Szamet as Exhibit “6”. (Szamet Decl. ¶152.)

27 ///

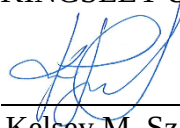
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1 **VIII. CONCLUSION**

2 Class/PAGA Counsel respectfully requests that the Court award a fee equal to 1/3 of the
3 gross settlement amount, or \$30,000.00 and reimbursement of costs of \$15,000.00. Class/PAGA
4 Counsel also respectfully requests that the Court award an enhancement for the named Plaintiffs
5 of \$2,500.00 each. For the above reasons, all of these requests are appropriate and justified as part
6 of the overall Settlement, and the Court should approve them as reasonable and fair.

7 DATED: September 29, 2023

KINGSLEY & KINGSLEY, APC

8
9 By: 

Kelsey M. Szamet

Attorneys for Plaintiffs, the proposed class, and the
aggrieved employees

(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 September 29, 2023, 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:

BOUTIN JONES INC. Bruce M. Timm btimm@boutinjones.com Kimberly A. Lucia KLucia@boutinjones.com Andrew Ducart aducart@boutinjones.com 555 Capitol Mall, Suite 1500 Sacramento, CA <i>Attorneys for Defendant</i>	ABRAMSON LABOR GROUP William Zev Abramson Wza@abramsonlabor.com 11846 Ventura Blvd, Suite 100 Studio City, CA 91604 <i>Attorneys for Plaintiffs</i>
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☐ **(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.

☒ **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.

☒ **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).

☒ **(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 29, 2023, at Woodland Hills, California.



Michelle Tanzer