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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SANTA CLARA

RANDY GINES and PATRICIA RIOS, as
individuals and on behalf of all others similarly
situated,

Plaintiffs,

vs.

LUCILE PACKARD CHILDREN'S
HOSPITAL AT STANFORD, an unknown
entity; and DOES 1 through 50, inclusive,

Defendants.

PATRICIA RIOS, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

LUCILE PACKARD CHILDREN'S
HOSPITAL AT STANFORD, an unknown
entity; and DOES 1 through 50, inclusive,

Defendants.

CASE NO. 19CV357498

*Assigned for All Purposes to Honorable Theodore C.
Zayner in Department 19*

[Consolidated with Case Nos. 21CV386232,
22CV397838, and 22CV397839]

**NOTICE OF MOTION AND MOTION FOR
ATTORNEYS' FEES, COSTS,
ADMINISTRATION COSTS, AND CLASS
REPRESENTATIVE AWARDS;
MEMORANDUM OF POINTS AND
AUTHORITIES**

Date: February 26, 2025
Time: 1:30 p.m.
Department: 19

1 KAREN ROLDAN, on behalf of herself,
2 all others similarly situated, and on behalf of
the general public,

3 Plaintiff,

4 vs.

5 LUCILE SALTER PACKARD
6 CHILDREN'S HOSPITAL AT STANFORD,
a California corporation; and DOES 1 through
10, inclusive,

7 Defendants.
8

9 ***Consolidated with***

10 KAREN ROLDAN, a proxy for the State of
California as an aggrieved employee pursuant
to the Private Attorneys General Act,

11 Plaintiff,

12 vs.

13 LUCILE SALTER PACKARD
14 CHILDREN'S HOSPITAL AT STANFORD,
a California corporation; and DOES 1 through
15 10, inclusive,

16 Defendants.
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CASE NO. 22CV397838 (Lead)
22CV397839

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11 Attorneys for Plaintiff Karen Roldan, the Class and
12 on behalf of the State of California

1 **TO THE COURT, DEFENDANT, AND ITS COUNSEL OF RECORD:**

2 **PLEASE TAKE NOTICE** that on February 26, 2025, at 1:30 p.m., or as soon thereafter as the
3 matter may be heard, in Department 19 of the above-entitled court, located at 191 North First Street, San
4 Jose, California 95113, Plaintiffs Randy Gines (“Gines”), Patricia Rios (“Rios”) and Karen Roldan
5 (“Roldan”) (collectively, “Plaintiffs”), will and hereby do move this Court for an Order:

- 6 1. approving Plaintiffs’ request for a service award of \$20,000.00 to each of the Class
7 Representatives (for a total of \$60,000.00) pursuant to the terms of the Agreement;
- 8 2. approving Class Counsel’s request for an award of attorneys’ fees of 33⅓% of the
9 \$9,700,000.00 Gross Settlement Amount, and reimbursement of litigation costs of
10 \$34,211.73, pursuant to the terms of the Agreement;
- 11 3. approving Plaintiffs’ request for payment of the Settlement Administration Costs to ILYM
12 Group in the amount of \$30,000.00, pursuant to the terms of the Agreement;

13 This Motion should be granted because: (1) no action would likely have been taken by Class
14 Members individually, and no compensation would have been recovered for them, but for Plaintiffs’
15 service on their behalf; (2) the requested attorneys’ fees and costs are fair and reasonable under California
16 law based on the work performed and the results obtained for the class; (3) California public policy
17 recognizes that attracting competent counsel to litigate cases on behalf of clients unable to pay hourly fees
18 requires attorney fee awards commensurate with such risks; and (4) the Class’s response confirms that the
19 requested attorneys’ fees and costs/expenses and Class Representative Enhancement Awards should be
20 approved.

21 This Motion is based on the attached Memorandum of Points and Authorities, the supporting
22 Declarations of Dennis S. Hyun, William L. Marder, Mark Yablonovich, Nick Castro on behalf of ILYM
23 Group, and Plaintiffs, upon the oral arguments of counsel (should there be any), and on the complete
24 records and file in this action.

1 Dated: January 28, 2025

Respectfully submitted,

2 **HYUN LEGAL, APC**

3
4 By: 
5 DENNIS S. HYUN
6 Attorneys for Plaintiffs
7 RANDY GINES and PATRICIA RIOS

8 Dated: January 28, 2025

Respectfully submitted,

9 **POLARIS LAW GROUP**

10 By: 
11 WILLIAM L. MARDER
12 Attorneys for Plaintiffs
13 RANDY GINES AND PATRICIA RIOS

14 Dated: January 28, 2025

Respectfully submitted,

15 **LAW OFFICES OF MARK YABLONOVICH**

16 By: 
17 MARK YABLONOVICH
18 MONICA BALDERRAMA
19 TONY ROBERTS
20 Attorneys for Plaintiff
21 KAREN ROLDAN

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Plaintiffs Randy Gines (“Gines”), Patricia Rios (“Rios”) and Karen Roldan (“Roldan”) (collectively, “Plaintiffs”) move for attorneys’ fees in the amount of one-third of the \$9,700,000 non-reversionary settlement fund, or \$3,233,333.33, and litigation costs of \$34,211.73. The requested award of attorneys’ fees is reasonable and consistent with the prevailing California practice of awarding attorneys’ fees in the amount of one-third of the settlement fund. California policy strongly favors use of the percentage method of calculating fees for class action settlements, as it “distributes the cost of hiring an attorney among all the parties benefited,” namely, Class Members. *Laffitte v. Robert Half Internat. Inc.*, 1 Cal. 5th 480, 489 (2016) (“*Laffitte II*”).

The percentage method also incentivizes competent counsel to achieve the best results as efficiently as possible by giving them a stake in the outcome, rather than incentivizing counsel to drive up hours through protracted litigation. Furthermore, because none of the Class Members have paid fees to Plaintiffs' Counsel for their effort during the litigation, equity dictates that they pay a fair and reasonable fee for the valuable benefits obtained—not less than if they had hired private counsel to litigate their cases individually.

Plaintiffs also move for Class Representative Enhancement Awards of \$20,000, each, for their service on behalf of the Settlement Class and for agreeing to broader releases than those required of other Class Members.

Plaintiffs also move for the cost of administration in the amount of \$30,000.

Accordingly, this Motion and the concurrently filed Motion for Final Approval of Class Action Settlement¹ should be granted in their entirety.

¹ Plaintiffs separately address the Settlement's terms generally in the concurrently filed Memorandum of Points and Authorities in support of Final Approval.

II. ARGUMENT

A. The Court Should Award the Requested Attorneys' Fees in the Amount of One-Third of the Gross Settlement Amount

1. The Requested Attorneys' Fees Are Reasonable Under the Common-Fund Doctrine

Plaintiffs move for an award of attorneys' fees in the amount of \$3,233,333.33, or one-third of the gross settlement amount. This request for attorneys' fees is supported by California law under the common fund doctrine. The common fund doctrine is applicable where, as here, attorneys have been instrumental in creating a settlement fund that benefits all class members. *See Laffitte II*, 1 Cal. 5th at 503 (“We join the overwhelming majority of . . . courts in holding that when class action litigation establishes a monetary fund for the benefit of the class members . . . the court may determine the amount of a reasonable fee by choosing an appropriate percentage of the fund created.”).

In *Laffitte II*, a unanimous California Supreme Court encouraged California courts to exercise their discretion to use the common fund—or “percentage method”—to calculate fees when a discrete fund is created for the benefit of a large group of beneficiaries. *Laffitte II*, 1 Cal. 5th at 503. *Laffitte II* explained that the percentage method has “recognized advantages” over the lodestar-multiplier 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.” *Id.*

By awarding counsel a percentage of the total recovery, rather than fees based on hours worked, the common fund method encourages attorneys to efficiently litigate to achieve the best results possible for the class. *See id.* at 492–494. Indeed, “the percentage method is generally favored in common fund cases because it allows courts to award fees from the fund in a manner that rewards counsel for success and penalizes it for failure.” *Id.* at 493 (quoting *In re Rite Aid Corp. Securities Litig.*, 396 F.3d 294, 300 (3d Cir. 2005) (internal quotations omitted)).

Moreover, the percentage method fairly “distributes the cost of hiring an attorney among all the parties benefited[.]” *Laffitte II*, 1 Cal. 5th at 489. The common fund doctrine “rests squarely on the principle of avoiding unjust enrichment . . . attorney fees awarded under this doctrine are not assessed

1 directly against the losing party (fee shifting), but come out of the fund established by the litigation, so that
2 the beneficiaries of the litigation . . . bear this cost (fee spreading).” *Lealao v. Beneficial Cal. Inc.*, 82 Cal.
3 App. 4th 19, 27 (2000). Thus, the common fund method is considered more equitable because it focuses
4 on the total benefit conferred on the class resulting from the efforts of counsel. *Id.* at 48.

5 In light of the advantages of the common fund method, the California Supreme Court in *Laffitte II*
6 conclusively held that, when the settlement agreement creates a non-reversionary fund, the trial court may
7 calculate attorneys’ fees as a percentage of the common fund.

8 **2. California State and Federal Courts Routinely Award Attorneys’ Fees** 9 **in the Amount of One-Third of the Common Fund**

10 As a California appellate court confirmed, “‘fee awards in class actions average around one-third
11 of the recovery’ regardless of ‘whether the percentage method or the lodestar method is used.’” *Amaro v.*
12 *Anaheim Arena Mgmt., LLC*, 69 Cal. App. 5th 521, 545 (2021) (quoting *Chavez v. Netflix, Inc.*, 162 Cal.
13 App. 4th 43, 66, fn. 11 (2008)). Consistent with that observation, California state and federal courts
14 routinely award attorneys’ fees equaling one-third of the common fund. *See, e.g., Laffitte v. Robert Half*
15 *Internat. Inc.*, 231 Cal. App. 4th 860, 871 (2016) (“*Laffitte I*”) (“33 1/3 percent of the common fund is
16 consistent with, and in the range of, awards in other class action lawsuits”); *Chavez*, 162 Cal. App. 4th at
17 66 n.11 (“Empirical studies show that, regardless whether the percentage method or the lodestar method is
18 used, fee awards in class actions average around one-third of the recovery.”); Eisenberg & Miller, *Attorney*
19 *Fees in Class Action Settlements: An Empirical Study*, J. of Empirical Legal Studies, Vol. 1, Issue 1, 27-
20 78, March 2004, at 35 (independent studies of class action litigation nationwide conclude that fees
21 representing one-third of the total recovery is consistent with market rates). Notably, the California
22 Supreme Court in *Laffitte II* affirmed a fee award representing one-third of the fund. *Laffitte II*, 231 Cal.
23 App. 4th at 506.

24 A fee award in the amount of one-third of the common fund is also reasonable because it best
25 reflects the market rate for contingency fees. *See Lealao*, 82 Cal. App. 4th at 47 (“attorneys providing the
26 essential enforcement services must be provided incentives roughly comparable to those negotiated in the
27 private bargaining that takes place in the legal marketplace. . . .”). Fees representing one-third of the
28 recovery reflect the rate negotiated in “typical contingency fee agreements [which] provide that class

1 counsel will recover 33% if the case is resolved before trial and 40% if the case is tried.” *Fernandez v.*
2 *Victoria Secret Stores, LLC*, No. CV 06-04149 MMM SHX, 2008 WL 8150856, at *16 (C.D. Cal. July
3 21, 2008) (citing an academic study collecting contingency fee agreements and finding that a fee award
4 constituting 34% of the fund is reasonable on that basis). Because the negotiated fee structure mimics the
5 marketplace, it is reasonable and should be approved.

6 Furthermore, courts have recognized that the negotiated fee is the best indication of the market
7 price for fees. In a common fund case, the objective “is to give the lawyer what he would have gotten in
8 the way of a fee in an arm’s-length negotiation, had one been feasible.” *Matter of Cont’l Illinois Sec. Litig.*,
9 962 F.2d 566, 572 (7th Cir. 1992), as amended on denial of reh’g (May 22, 1992). In *Matter of Cont’l*
10 *Illinois Sec. Litig.*, Judge Posner reasoned that the negotiated fee reflects a market-based price because it
11 encompasses both parties’ best estimate and view as to the value of the legal services and what the court
12 might have awarded if the matter had been litigated. *Id.* For this reason, courts generally defer to the
13 parties regarding the reasonableness of the negotiated attorneys’ fees. Indeed, because “the parties are
14 compromising to avoid litigation,” the court “**need not inquire into the reasonableness of the fees at**
15 **even the high end** with precisely the same level of scrutiny as when the fee amount is litigated.” *Laguna*
16 *v. Coverall No. Am.*, 753 F.3d 918, 922 (9th Cir. 2014) (internal quotations omitted; emphasis added).
17 Stated differently, while the Court must conduct an independent inquiry into the reasonableness of a fee
18 request, it should give substantial weight to the Parties’ agreement on fees, which is the product of
19 negotiations in the legal marketplace.

20 For the foregoing reasons, the amount of negotiated fees here—one-third of the overall settlement
21 value—is reasonable.

22 **B. The Reasonableness of the Percentage-Based Fee Award Is Supported by**
23 **Other Factors**

24 In considering the reasonableness of the fees requested under the percentage method, California
25 courts may also consider the following factors: (1) the results achieved on behalf of the Class; (2) the
26 response of the Class to the settlement, including a lack of objections to the settlement terms, and
27 particularly to the fee award; (3) counsel’s preclusion from taking other work and the contingent nature of
28 the fee award; and (4) counsel’s experience, reputation, and ability. *See Laffitte II*, 1 Cal. 5th at 504-05

(holding that the court may consider various factors in determining the reasonableness of the fees); *see also Ketchum v. Moses*, 24 Cal. 4th 1122, 1132 (2001) (applying these factors in considering a fee award under the lodestar-multiplier method).

**1. The Requested Attorneys' Fees Are Supported by the Results
Achieved on Behalf of the Settlement Class**

Courts may assess the reasonableness of the percentage-based award by examining the results achieved on behalf of the Class. As set forth more fully in the accompanying Memorandum of Points and Authorities in support of the Motion for Final Approval of Class Action Settlement, Plaintiffs' Counsel negotiated a total settlement valued at \$9,700,000 despite significant obstacles. As a result of Plaintiffs' Counsel's efforts, Class Members stand to receive an average gross payment of \$726.60, and the highest payment of \$1,476.43. (Castro Decl. ¶ 13.)

By delivering this substantial benefit to class members, Plaintiffs' Counsel have achieved excellent results by any measure, but particularly in comparison to the typical recovery in a wage-and-hour action.²

Accordingly, the cumulative benefits achieved by the Settlement favor approval of the requested fees.

² *See, e.g., Badami v. Grassroots Campaigns, Inc.*, Case No. C 07-03465 JSW (N.D. Cal. Sept. 15, 2008) (average net recovery of approximately \$195); *Sandoval v. Nissho of Cal., Inc.*, Case No. 37-2009-00091861 (San Diego County Super. Ct. Dec. 3, 2010) (average net recovery of approximately \$145); *Fukuchi v. Pizza Hut*, Case No. BC302589 (L.A. County Super. Ct. Sept. 29, 2006) (average net recovery of approximately \$120); *Contreras v. United Food Group, LLC.*, Case No. BC389253 (L.A. County Super. Ct. Sept. 10, 2009) (average net recovery of approximately \$120); *Bercea v. AE Retail West*, Case No. 34-2012-00123947 (Sacramento County Super. Ct.) (average net recovery of approximately \$105); *Ressler v. Federated Department Stores, Inc.*, Case No. BC335018 (L.A. County Super. Ct. Jan. 27, 2009) (average net recovery of approximately \$90); *Palencia v. 99 Cents Only Stores*, Case No. 34-2010-00079619 (Sacramento County Super. Ct.) (average net recovery of approximately \$80); *Doty v. Costco Wholesale Corp.*, Case No. CV05-3241 FMC-JWJx (C.D. Cal. May 14, 2007) (average net recovery of approximately \$65); *Sorenson v. PetSmart, Inc.*, Case No. 2:06-CV-02674-JAM-DAD (E.D. Cal. Dec. 17, 2008) (average net recovery of approximately \$60); *Lim v. Victoria's Secret Stores, Inc.*, Case No. 04CC00213 (Orange County Super. Ct. Jan. 20, 2006) (average net recovery of approximately \$35); and *Gomez v. Amadeus Salon, Inc.*, Case No. BC392297 (L.A. County Super. Ct. July 23, 2010) (average net recovery of approximately \$20).

1 **2. The Class’s Response Supports the Settlement and the Negotiated**
2 **Attorneys’ Fees**

3 That this Settlement represents an excellent recovery is substantiated by the Class’s response to
4 date—no Class Members objected to the Settlement and only four opted out. (See Castro Decl. ¶¶ 11, 12.)
5 *See also 7-Eleven Owners for Fair Franchising v. Southland Corp.*, 85 Cal. App. 4th 1135, 1152-53
6 (2000) (a low number of objections is a strong indicator that a settlement is fair and reasonable—“[a] mere
7 80 of the 5,454 national class members elected to opt out [(1.5% of the entire Class)] and . . . [a] total of
8 nine members . . . objected to the settlement.”).

9 **3. The Requested Attorneys’ Fees Are Supported by the Contingent Risk**
10 **Assumed by Plaintiffs’ Counsel**

11 The contingent risk that Plaintiffs’ Counsel assumed in prosecuting the action supports the
12 requested attorneys’ fees and costs. Plaintiffs’ Counsel took this case on a pure contingency basis, and had
13 no guarantee that they would receive any remuneration for the many hours they spent litigating the Class’s
14 claims, or for the out-of-pocket costs they reasonably incurred to date.

15 By undertaking representation of a large number of affected employees in wage and hour actions,
16 attorneys like Plaintiffs’ Counsel inevitably must be prepared to make a significant investment of time,
17 energy, and resources. Courts have thus explained that a multiplier is needed because these kinds of high-
18 stakes, publicly-beneficial litigation are “fraught with uncertainty and even the most scrupulous attorney
19 will ‘win some and lose some.’” *Horsford v. Bd. of Trustees of California State Univ.*, 132 Cal. App. 4th
20 359, 400 n. 11 (2005). Thus, “attorneys whose compensation depends on their winning the case must
21 make up in compensation in the cases they win for the lack of compensation in the cases they lose.”
22 *Vizcaino v. Microsoft Corp.*, 290 F.3d 1043, 1051 (9th Cir. 2002). Although they achieved a significant
23 victory here, compensation is necessary to make up for cases where Plaintiffs’ Counsel took on a
24 meritorious case, litigated the case expertly, but did not recover attorneys’ fees, either because the
25 defendant was insolvent or due to the pitfalls of litigation.

26 California courts and the Ninth Circuit recognize a need to reward plaintiffs’ counsel who accept
27 cases on a pure contingency basis. In *Ketchum v. Moses*, 24 Cal. 4th 1122 (2001), the California Supreme
28 Court instructed courts to upwardly adjust fee compensation to ensure that the fees account for

1 contingency risk:

2 A lawyer who both bears the risk of not being paid and provides legal services is
3 not receiving the fair market value of his work if he is paid only for the second of
4 these functions. If he is paid no more, competent counsel will be reluctant to accept
fee award cases.

5 *Ketchum*, 24 Cal. 4th at 1133.

6 Similarly, in *In re Washington Pub. Power Supply*, the Ninth Circuit underscored the importance
7 of rewarding attorneys who take cases on a contingency basis:

8 It is an established practice in the private legal market to reward attorneys for
9 taking the risk of non-payment by paying them a premium over their normal
hourly rates for winning contingency cases. See Richard Posner, *Economic*
10 *Analysis of Law* § 21.9, at 534-35 (3d ed. 1986). Contingent fees that may far
11 exceed the market value of the services if rendered on a non-contingent basis are
accepted in the legal profession as a legitimate way of assuring competent
12 representation for plaintiffs who could not afford to pay on an hourly basis
regardless whether they win or lose.

13 *In re Washington Pub. Power Supply Sys. Sec. Litig.*, 19 F.3d 1291, 1299 (9th Cir. 1994) (“in the common
14 fund context, attorneys whose compensation depends on their winning the case, must make up in
15 compensation in the cases they win for the lack of compensation in the cases they lose.”).

16 As reflected in *Ketchum* and *In re Washington*, attorneys accepting contingent fee cases should be
17 compensated in amounts greater than those earned by attorneys who bill and receive payment by the hour.
18 If a contingent-fee attorney were awarded fees at the same level as an hourly-fee attorney, it would be
19 economically irrational for any attorney to accept the risks of contingent-fee case.³ Without the application
20 of a multiplier in cases where they prevail, Plaintiffs’ Counsel would be barred by financial realities from
21 representing employees and consumers on contingency, which the firms do exclusively. This would

22 ³ See Richard A. Posner, *Economic Analysis of Law* (4th ed. 1992) pp. 534, 567 (“A contingent
23 fee must be higher than a fee for the same legal services paid as they are performed. The contingent fee
24 compensates the lawyer not only for the legal services he renders but for the loan of those services. The
25 implicit interest rate on such a loan is higher because the risk of default (the loss of the case, which cancels
26 the debt of the client to the lawyer) is much higher than that of conventional loans.”); John Leubsdorf, *The*
Contingency Factor in Attorney Fee Awards, 90 Yale L.J. 473, 480 (1981) (“A lawyer who both bears the
27 risk of not being paid and provides legal services is not receiving the fair market value of his work if he is
28 paid only for the second of these functions. If he is paid no more, competent counsel will be reluctant to
accept fee award cases.”); ABA Model Code Prof. Responsibility, DR 2-106(B)(8) (recognizing the
contingent nature of attorney representation as an appropriate component in considering whether a fee is
reasonable).

1 undermine California’s strong policy of encouraging attorneys to represent low-income individuals
2 seeking unpaid back wages and other employment-related redress.

3 In summary, because attorneys pursuing claims on contingency will sometimes lose after
4 expending hundreds of hours, and often advancing thousands of dollars in expenses, an enhancement
5 ensures that the risks do not outstrip the incentives to pursue claims on behalf of employees. The high
6 contingent risk borne by Plaintiffs’ Counsel supports the fee request.

7 **C. The Requested Attorneys’ Fees Are Supported by Counsel’s Experience,**
8 **Reputation, and Skill**

9 The “skill and experience of the attorneys and nature of work performed” are also evaluated under
10 California law in connection with a fee motion. *Northwest Energetic Services, LLC v. Cal. Franchise Tax*
11 *Bd.*, 159 Cal. App. 4th 841, 880 (2008). Plaintiffs’ Counsel, Hyun Legal, Polaris Law Group, and the Law
12 Offices of Mark Yablonovich, employ seasoned class action attorneys who regularly litigate wage and
13 hour claims through certification and on the merits, and have considerable experience settling wage and
14 hour class actions. (Hyun Decl. ¶¶ 3-6; Marder Decl. ¶¶ 8-14; Yablonovich Decl. ¶¶ 3-6.)

15 **D. A Lodestar Cross-Check Confirms that the Requested Attorneys’ Fees Are**
16 **Fair and Reasonable**

17 The trial court may use an abbreviated lodestar “cross-check” for common fund awards. *Laffitte II*,
18 1 Cal. 5th at 504-05. This is not meant to displace the percentage analysis, but rather to act as a backstop:
19 “The lodestar calculation, when used in this manner, does not override the trial court’s primary
20 determination of the fee as a percentage of the common fund and thus does not impose an absolute
21 maximum or minimum on the fee award.” *Laffitte II*, 1 Cal. 5th at 505.

22 Critically, the Court in *Laffitte II* emphasized that only where the “multiplier calculated by means
23 of a lodestar cross-check is **extraordinarily high or low**” should the court “consider whether the
24 percentage should be adjusted so as to bring the imputed multiplier within a justifiable range.” *Id.*
25 (emphasis added). Accordingly, when the cross-check multiplier is within a normal range, the lodestar-
26 cross check does not provide a basis for a court to reduce the fee award. Furthermore, in conducting a
27 lodestar cross-check, the court is not “required to closely scrutinize each claimed attorney-hour.” *Laffitte*
28 *II*, 1 Cal. 5th at 505. An evaluation may be done by reviewing “counsel declarations summarizing overall

time spent.” *Id.*

1. The Hours Billed by Plaintiffs’ Counsel Are Fair and Reasonable

In conducting a lodestar cross-check, the Court first determines a lodestar value for the fees by multiplying the time reasonably spent by plaintiffs’ counsel on the case by a reasonable hourly rate. *In re Consumer Privacy Cases*, 175 Cal. App. 4th 545, 556-57 (2009). To determine whether the requested rate is reasonable, courts look to the prevailing rate for similar work in the pertinent geographic region. *PLCM Group v. Drexler*, 22 Cal. 4th 1084, 1096-97 (2000) (using prevailing hourly rate in community for comparable legal services even though party used in-house counsel). Here, Plaintiffs’ Counsel’s hourly rates are comparable to, or less than, those charged by other class action plaintiffs’ counsel and the firms defending class actions and have been approved by numerous federal and state courts. (Hyun Decl. ¶ 19; Marder Decl. ¶ 15; Yablonovich Decl. ¶ 38.)

Likewise, the total attorney hours expended on this action are reasonable and in line with comparable cases. In determining the reasonableness of the hours expended, “the court should defer to the winning lawyer’s professional judgment as to how much time he was required to spend on the case; after all, he won, and might not have, had he been more of a slacker.” *Kerkeles v. City of San Jose*, 243 Cal. App. 4th 88, 104 (2015) (quoting *Moreno v. City of Sacramento*, 534 F.3d 1106, 1112 (9th Cir. 2008)).

Plaintiffs Rios’ and Gines’ Counsel billed a total of approximately 825 hours (Hyun Decl. ¶ 17; Marder Decl. ¶ 15) and Plaintiff Roldan’s Counsel billed a total of approximately 496 hours (Yablonovich Decl. ¶ 37.) The firms anticipate billing an additional 10 hours each.

2. California Law Authorizes the Application of a Lodestar Multiplier to Compensate Class Counsel for Their Contingent Risk

As noted above, Courts have defined reasonable multipliers on a lodestar cross-check to “range from 2 to 4 or even higher.” *Wershba v. Apple Computer, Inc.*, 91 Cal. App. 4th 224, 255 (2001). The intermediate court in *Laffitte*, after finding that “2 to 4” is a reasonable range for multipliers on a cross-check, affirmed a multiplier between “2.03 to 2.13.” The intermediate court opinion was affirmed in full by the California Supreme Court in its decision guiding lower courts on assessing fees. *Laffitte*, 1 Cal. 5th at 506 (affirming the court’s use of the lodestar cross-check).

Moreover, the Ninth Circuit cited a comprehensive study of fees awarded by the percentage

1 method shows that the majority of multipliers awarded are “in the 1.5-3.0” range. *See Vizcaino*, 290 F.3d
2 at n. 6 (affirming a multiplier of 3.65 in an employment class action case). Other courts have found even
3 higher multipliers to be reasonable by comparison to other cases. *See Craft v. County of San Bernardino*,
4 624 F. Supp. 2d 1113, 1125-26 (C.D. Cal. 2008) (approving a 5.2 multiplier on a cross-check after
5 surveying a large body of cases affirming a higher multiplier).

6 Multiplying the total hours billed (in addition to the anticipated hours) by Plaintiffs’ Counsel to the
7 litigation by their reasonable hourly rates yields a lodestar of \$1,105,198. (Hyun Decl. ¶¶ 17-18; Marder
8 Decl. ¶¶ 15-16; Yablonovich Decl. ¶ 37.)

9 Applying a 2.92 multiplier to that lodestar yields the requested fees. A 2.92 multiplier is not
10 “extraordinarily high”—to the contrary, the normal range for a multiplier on a lodestar cross-check “can
11 range from 2 to 4 or even higher.” *Wershba v. Apple Computer, Inc.*, 91 Cal. App. 4th at 255; *see also*
12 *Vizcaino v. Microsoft Corp.*, 290 F.3d at 1047 (multipliers “ranging from one to four are frequently
13 awarded ... when the lodestar method is applied”; affirming fees where the cross-check multiplier is 3.65).

14 Courts routinely accept multipliers ranging from 2 to 4 on a lodestar cross-check. *See, e.g., Sutter*
15 *Health Uninsured Pricing Cases*, 171 Cal. App. 4th 495, 512 (2009) (applying a 2.52 multiplier on a
16 lodestar cross-check); *Chavez*, 162 Cal. App. 4th at 66 (applying a 2.5 multiplier in a consumer class
17 action); *Willner v. Manpower Inc.*, No. 11-CV-02846-JST, 2015 WL 3863625, at *7 (N.D. Cal. June 22,
18 2015) (approving a 2.10 multiplier on settlement of California Labor Code violations); *Dyer v. Wells*
19 *Fargo Bank, N.A.*, 303 F.R.D. 326, 334 (N.D. Cal. 2014) (approving attorneys’ fees that resulted in
20 lodestar multiplier of 2.83); *Hopkins v. Stryker Sales Corp.*, No. 11-CV-02786-LHK, 2013 WL 496358, at
21 *5 (N.D. Cal. Feb. 6, 2013) (approving a multiplier of 2.76 in settlement of Labor Code violations).

22 Indeed, courts following *Laffitte II* have reaffirmed that a multiplier between 2 and 4 to be
23 reasonable and not so “extraordinarily high” as to require greater judicial scrutiny. *See Spann v. J.C.*
24 *Penney Corp.*, 211 F. Supp. 3d 1244, 1265 (C.D. Cal. Sept. 30, 2016) (finding that a 3.07 multiplier is
25 “well within the range for reasonable multipliers” under *Laffitte II*); *Beaver v. Tarsadia Hotels*, No. 11-
26 CV-01842-GPC-KSC, 2017 WL 4310707, at *13 (S.D. Cal. Sept. 28, 2017) (“The one-third fee Class
27 Counsel seeks reflects a multiplier of 2.89 on the lodestar which is reasonable for a complex class action
28 case.”).

1 A multiplier is needed primarily because Plaintiffs settled prior to filing a time-consuming
2 certification motion. The decision to settle early is to be lauded, since Class Members will now avoid the
3 risks of additional litigation and are assured of substantial and immediate monetary recovery.⁴ Indeed,
4 under California law, “the promptness of settlement cannot be used to justify the refusal to apply a
5 multiplier to reflect the size of the class recovery without exacerbating the disincentive to settle promptly
6 inherent in the lodestar methodology.” *Lealao*, 82 Cal. App. 4th at 52. According to *Lealao*, to not apply a
7 multiplier under these circumstances would undermine California policy, as “awards that are too small
8 [will] chill the private enforcement essential to the vindication of many legal rights and obstruct the
9 representative actions that often relieve the courts of the need to separately adjudicate numerous claims.”
10 *Id.* at 53.

11 The *Lealao* court emphasized that, because California policy places “an extraordinarily high value
12 on settlement, [...] Plaintiff’s Counsel should be rewarded for helping to achieve that goal.” *Lealao*, 82
13 Cal. App. 4th at 52 (citing *Neary v. Regents of University of California*, 3 Cal. 4th 273, 277-280 (1992)).⁵
14 Counsel should be rewarded, “not punished, [for the promptness of settlement.]” *Id.* Thus, to reduce the
15 award of attorneys’ fees from the requested one-third of the value of the settlement solely on account of
16 Plaintiffs’ Counsel’s lodestar would effectively do just that—punish counsel for their efficiency and their
17 push for an early settlement for the benefit of Class Members and the LWDA.

18 Moreover, while Plaintiffs recognize that fee awards that are unjustifiably large create problems
19 for the judiciary and bar, awards that are too small can also be problematic, as they chill the private
20 enforcement essential to the vindication of many legal rights and obstruct the representative actions that

21 ⁴ Many district courts in California have declined to apply a lodestar cross-check when parties
22 settle early in the case. *See, e.g., Glass v. UBS Financial Services, Inc.*, No. 06-4066-MMC, 2007 WL
23 221862, at *16 (N.D. Cal. Jan. 26, 2007) (finding “no need to conduct a lodestar cross-check [as] [c]lass
24 counsel’s prompt action in negotiating a settlement while the state of the law remained uncertain should be
25 fully rewarded”); *Lopez v. Youngblood*, No. 07-0474-DLB, 2011 WL 10483569, at *14 (E.D. Cal. Sep. 2,
26 2011) (“A lodestar cross-check is not required in this circuit, and in a case such as this, is not a useful
27 reference point”).

28 ⁵ *Lealao* cites to several other cases supporting this proposition. *See Lealao*, 82 Cal. App. 4th at 52
(citing *Bowling v. Pfizer, Inc.*, 922 F. Supp. 1261, 1282-83 (S.D. Ohio 1996) (case settled “in swift and
efficient fashion”) and *Arenson v. Board of Trade of City of Chicago*, 372 F. Supp. 1349, 1358 (N.D. Ill.
1974) (awarding a fee four times the normal hourly rate on ground that, if the case had not settled and
gone to verdict, “there is no doubt that the number of hours of lawyer’s time expended would be more
than quadruple the number of hours expended to date.”)).

1 often relieve the courts of the need to separately adjudicate numerous claims. This is vitally important in
2 this context, where Plaintiffs also bring a claim under PAGA, as “the lack of government resources to
3 enforce the Labor Code led to a legislative choice to deputize and incentivize employees uniquely
4 positioned to detect and prosecute such violations through the PAGA.” *Iskanian v. CLS Trans. Los*
5 *Angeles, LLC*, 59 Cal. 4th 348, 390 (2014). If the most counsel can ever expect to be paid is limited to
6 their lodestar, then fewer attorneys would be willing to step forward, and PAGA’s primary purpose—
7 enforcement of the Labor Code—would be substantially undermined.

8 The lodestar cross-check confirms that Plaintiffs’ fee request is fair and reasonable and should be
9 approved.

10 The Class Representatives authorized a fee split in writing as follows: 35% to Polaris Law Group,
11 P.C., 35% to Hyun Legal, P.C., and 30% to Law Offices of Mark Yablonovich. (Hyun Decl. ¶ 21.)

12 **E. The Requested Litigation Expense Recovery Is Reasonable and Should**
13 **Receive Final Approval**

14 Plaintiffs’ Counsel are also entitled to reimbursement of their litigation costs. Cal. Lab. Code §§
15 1194(a), 2699(g)(1). Plaintiffs’ Counsel seek an award of \$34,211.73 for reasonably incurred costs,
16 including court fees, courier fees, postage, legal research databases, and mediation fees. (Hyun Decl. ¶ 20;
17 Marder Decl. ¶ 16, Exh. B; Yablonovich Decl. ¶¶ 40-41.) These are costs of precisely the sort that are
18 reimbursable because they are reasonable and were necessarily incurred during the case’s pendency.
19 Pursuant to Labor Code sections 218.5, 226(e), 1194, and the PAGA, as well as per the Settlement
20 Agreement, Plaintiffs’ attorneys’ costs should be awarded.

21 **F. The Class Representative Enhancement Awards are Fair and Reasonable**

22 Enhancement awards “are fairly typical in class action cases.” *Cellphone Termination Fee Cases*,
23 186 Cal. App. 4th 1380, 1393 (2010) (affirming enhancement payments of \$10,000); *Rodriguez v. West*
24 *Publishing Corp.*, 563 F.3d 948, 958 (9th Cir. 2009), citing 4 Newberg on Class Actions (4th ed. 2002) §
25 11:38, and Eisenberg & Miller, *Incentive Awards to Class Action Plaintiffs: An Empirical Study*, 53
26 UCLA L. Rev. 1303 (2006).⁶

27
28 ⁶ Enhancement payments “are intended to compensate class representatives for work done on
behalf of the class, to make up for financial or reputational risk undertaken in bringing the action, and,

1 For example, in *Cellphone Termination Fee Cases*, the named plaintiff was awarded an
2 enhancement of \$10,000, when the actual alleged damages were only \$175. 186 Cal. App. 4th at 1383.
3 Moreover, the \$10,000 enhancement when adjusted for inflation actually equates to \$14,857 (according to
4 the CPI Inflation Calculator from the Bureau of Labor Statistics.⁷ (Yablonovich Decl. ¶ 34.) Additionally,
5 here, Plaintiffs each incurred damages and penalties far greater than \$175 each. For example, Plaintiffs
6 Gines, Roldan, and Rios incurred waiting-time penalties in the amounts of \$19,118.40, \$18,194.40, and
7 \$6,964.80, respectively. (Roldan Decl. ¶ 13; Hyun Decl. ¶ 25.) Plaintiffs further allege additional damages
8 for unpaid wages, as well as wage statement penalties. Therefore, Plaintiffs' actual damages and penalties
9 are far higher than the \$175 damages suffered by the named plaintiff in *Cellphone Termination Fee Cases*.

10 Additionally, the Class Representative Enhancement Awards are reasonable in light of Plaintiffs'
11 service as class representatives. Indeed, but for Plaintiffs' service, Class Members would have recovered
12 nothing for their claims, and with the passage of time, the claims in controversy would have been barred.
13 The requested \$20,000 Class Representative Enhancement Awards are thus fair and reasonable
14 compensation for Plaintiffs' effort in prosecuting the action on behalf of the class, regularly conferring
15 with counsel on the status of the case and the strategies for prosecuting the claims, and reviewing the
16 proposed settlement to ensure that its terms are fair and provide adequate relief for the Class. Plaintiffs
17 deserve the requested Class Representative Enhancement Awards because they "remained fully involved
18 and expended considerable time and energy during the course of the litigation." See *Schaffer v. Litton*
19 *Loan Servicing, LP*, No. CV 05-07673 MMM JCX, 2012 WL 10274679, at *19 (C.D. Cal. Nov. 13,
20 2012) (citation omitted). The amount of the requested Class Representative Enhancement Awards is also
21 reasonable by reference to the amounts the California Superior Court has awarded for similar wage and
22 hour settlements.⁸

23 sometimes, to recognize their willingness to act as a private attorney general." *Rodriguez*, 563 F.3d at 958–
24 59. "[T]he rationale for making enhancement or incentive awards to named plaintiffs is that they should be
25 compensated for the expense or risk they have incurred in conferring a benefit on other members of the
26 class." *Clark v. American Residential Services LLC*, 175 Cal. App. 4th 785 (2009).

26 ⁷ CPI Inflation Calculator, https://www.bls.gov/data/inflation_calculator.htm (last visited January
22, 2025).

27 ⁸ Courts have routinely granted approval of settlements containing such incentive awards. See *Van*
28 *Vranken v. Atlantic Richfield Co.*, 901 F. Supp. 294, 299-300 (N.D. Cal. 1995) (incentive award of
\$50,000); *In re Dun & Bradstreet Credit Servs. Customer Litig.*, 130 F.R.D. 366, 374 (S.D. Ohio 1990)
(two incentive awards of \$55,000, and three incentive awards of \$35,000); *Brotherton v. Cleveland*, 141 F.

1 The Class Representative Enhancement Payments are also appropriate because Plaintiffs would
2 otherwise “not gain any benefit beyond that [they] would receive as [ordinary class members].” *In re Toys*
3 *R Us-Delaware, Inc.--Fair & Accurate Credit Transactions Act (FACTA) Litig.*, 295 F.R.D. 438, 472
4 (C.D. Cal. 2014); *Van Vranken v. Atlantic Richfield Co.*, 901 F. Supp. 294, 299 (N.D. Cal. 1995) (holding
5 that a substantial award is appropriate where a class representative’s claim made up “only a tiny fraction of
6 the common fund.”). Absent the Class Representative Enhancement Awards, Plaintiffs will recover no
7 more than other Class Members, despite undergoing personal sacrifice and reputational risk in pursuing
8 this litigation on behalf of the Class.

9 The Class Representative Enhancement Awards are also justified in light of the Civil Code section
10 1542 waivers and general releases that Plaintiffs are required to provide Defendant as a condition of
11 settlement. Under the California Civil Code section 1542 releases, Plaintiffs will release any and all claims
12 they may have against Defendant arising out of their employment. These general releases are considerably
13 broader than the separate, narrower release required of the Class. *See Billingham v. Tractor Supply Co.*,
14 306 F.R.D. 245, 267-68 (N.D. Cal. 2015) (awarding the plaintiff \$5,000 for the general release along with
15 \$10,000 enhancement payment for services as a class representative); *La Fleur v. Medical Management*
16 *Intern, Inc.*, No. 13-00398-VAP, 2014 WL 2967475, *8 (C.D. Cal. June 25, 2014) (finding that the
17 \$15,000 enhancement payment is warranted in part because “the named plaintiffs have released all claims
18 against [defendant], unlike the remainder of the Class”).

19 Separately, the Class Representative Enhancement Payments are justified in light of the
20 reputational risk that Plaintiffs have assumed in bringing an action against a former employer. *See*
21 *Billingham v. Tractor Supply Co.*, 306 F.R.D. 245, 267-68 (N.D. Cal. 2015) (finding “personal
22 detriment” upon testimony that future employers can easily learn that a prospective employee served as a
23 plaintiff through the internet). By bringing this action, Plaintiffs have assumed reputational risk that may
24 impact their ability to find employment in the future. Long after this action is forgotten by Class Members,
25 Plaintiffs will have to endure the risk of possibly being branded “litigious” by prospective employers, and
26 Supp. 2d 907, 913-14 (S.D. Ohio 2001) (granting a \$50,000 incentive award); *Enter. Energy Corp. v.*
27 *Columbia Gas Transmission Corp.*, 137 F.R.D. 240, 251-52 (S.D. Ohio 1991) (\$50,000 awarded to each
28 class representative); *Glass v. UBS Fin. Servs.*, 2007 U.S. Dist. LEXIS 8476, at *51-52 (N.D. Cal. Jan. 27,
2007) (awarding \$25,000 incentive award in FLSA overtime wages class action); *Cook v. Niedert*, 142
F.3d 1004, 1016 (7th Cir. 1998) (affirming \$25,000 incentive award to class representative).

1 may have employment applications rejected on that basis alone.

2 In conclusion, the requested Class Representative Enhancement Awards are fair, adequate, and
3 reasonable compensation for Plaintiffs' services on behalf of the Class and for the risks and personal
4 sacrifice they assumed, and for their general release of claims and waiver of Section 1542.

5 **G. The Administrator's Costs Should Be Approved**

6 Pursuant to the terms of the Agreement, the fees and costs of the Administrator, ILYM, are to be
7 paid out of the class settlement funds. As shown in the Administrator Declaration, the settlement
8 administration fees expended in this matter amount to a total of \$30,000, which was the lowest bid
9 obtained from several administrators. (Castro Decl. ¶ 14; Hyun Decl. ¶ 23.) For these reasons, it is
10 requested that the Administrator's fees be approved.

11 **III. CONCLUSION**

12 For the foregoing reasons, Plaintiffs respectfully request that this Court grant the Motion for
13 Attorneys' Fees, Costs, Administration Costs, and Class Representative Enhancement Awards.

14 Dated: January 28, 2025

Respectfully submitted,

16 **HYUN LEGAL, APC**

17 By: 
18 _____

DENNIS S. HYUN

Attorneys for Plaintiffs

RANDY GINES AND PATRICIA RIOS

20 Dated: January 28, 2025

Respectfully submitted,

22 **POLARIS LAW GROUP**

23 By: 
24 _____

WILLIAM L. MARDER

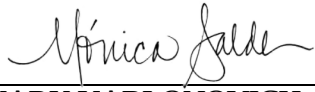
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1 Dated: January 28, 2025

Respectfully submitted,

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