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SUPERIOR COURT OF CALIFORNIA
IN AND FOR THE COUNTY OF LOS ANGELES

KAILEE WHITTAKER, on behalf of herself,
the State of California, and others similarly
situated and aggrieved,

Plaintiff,

vs.

YHB LONG BEACH, LLC, a California limited
liability company; L.A. KOREANA, INC., a
California corporation; and DOES 1-100,
Inclusive,

Defendants.

CASE NO. 22STCV34593

Assigned for All Purposes to:
Hon. Carolyn B. Kuhl
Dept. SSC-12

**MEMORANDUM OF POINTS &
AUTHORITIES IN SUPPORT OF
MOTION FOR FINAL APPROVAL
OF CLASS ACTION SETTLEMENT
AND REQUEST FOR ATTORNEY'S
FEES AND COSTS**

[Filed Concurrently with Notice of Motion
and Motion; Declarations of Brandon
Brouillette and Jarrod Salinas; [Proposed]
Order]

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TABLE OF CONTENTS

I.	INTRODUCTION	1
II.	BACKGROUND/LITIGATION HISTORY	2
III.	TERMS OF THE PROPOSED SETTLEMENT	3
A.	Certification of the Settlement Class	3
B.	The Benefit Conferred on the Settlement Class	3
C.	Settlement Administration	4
D.	Release of Claims.....	5
E.	PAGA and Notice to the LWDA	5
IV.	ARGUMENT	5
A.	Standards For Approval	5
B.	The Proposed Settlement Merits Final Approval	6
1.	The Settlement Is the Product of Arm's-Length, Informed Negotiations	7
2.	The Class Reacted Favorably to the Settlement.....	7
3.	The Settlement Is Fair and Reasonable Considering the Benefits Conferred, the Case Value, and Significant Litigation Risks	7
VI.	SETTLEMENT ADMINISTRATION COSTS	13
VII.	PLAINTIFFS' ENHANCEMENT AWARDS	13
VII.	ATTORNEY'S FEES AND COSTS	14

1	A.	The Attorney's Fees Requested Are Fair and Reasonable and Should Be	
2		Approved.....	14
3			
4	B.	The Requested Fee Award Is Reasonable and Appropriate	15
5	C.	Class Counsel's Fees are Justified When Calculated as a Percentage of the	
6		Common Fund.....	16
7			
8	D.	A Lodestar Cross-Check Also Supports Class Counsel's Fee Request.....	17
9	E.	The Award is Supported By 1) the Results Achieved; 2) the Risk, 3) the	
10		Skill Required, 4) the Contingent Nature of the Fee and 5) Awards in	
11		Similar Cases	19
12			
13	1.	The Results Achieved.	19
14	2.	Class Counsel Bore Considerable Risk.	20
15	3.	The Skill Required and the Quality of Work.	20
16	4.	The Contingent Nature of the Fee and Risk Assumed.....	21
17	5.	Awards in Other Cases	22
18			
19			
20	F.	Class Counsel's Costs and Expenses are Reasonable	22
21	VII.	CONCLUSION	22
22			
23			
24			
25			
26			
27			
28			

TABLE OF AUTHORITIES

Page(s)

Cases

<u>7-Eleven Owners for Fair Franchising v. Southland Corp.</u> (2000) 85 Cal.App.4th 1135	12
<u>Amaral v. Cintas Corp. No. 2</u> (2008) 163 Cal.App.4th 1157	11
<u>In re: American Bank Note Holographics,</u> 127 F.Supp.2d 418 (S.D.N.Y. 2001).....	7
<u>Augustus v. ABM Security Serv., Inc.</u> (2016) 2 Cal.5th 257	9
<u>Blum v. Stenson</u> (1984) 465 U.S. 886.....	15
<u>Boeing Co. v. Van Gernert</u> (1980) 444 U.S. 472.....	16
<u>Brinker Restaurant Corp. v. Superior Court</u> (2012) 53 Cal.4th 1004	9, 10
<u>Carrington v. Starbucks Corp.</u> (2018) 30 Cal.App.5th 504	11
<u>Cazares v. Saenz</u> (1989) 208 Cal.App.3d 279	21
<u>Chavez v. Netflix, Inc.</u> (2008) 162 Cal.App.4th 43	18
<u>Class Plaintiffs v. City of Seattle</u> (9th Cir. 1992) 955 F.2d 1268, <u>cert. denied</u> , 506 U.S. 953.....	6
<u>Cochran v. Schwan’s Home Service, Inc.</u> (2014) 228 Cal. App. 4th 1137	10
<u>Deposit Guaranty Nat’l Bank, Jackson, Miss. v. Roper</u> (1980) 445 U.S. 326, <u>rehg. den.</u> 446 U.S. 947.....	14

1	<u>Donohue v. AMN Servs., LLC</u>	
2	(2021) 11 Cal.5th 58	9
3	<u>Dunk v. Ford Motor Co.</u>	
4	(1996) 48 Cal.App.4th 1794	6
5	<u>Evans v. Jeff D.</u>	
6	(1986) 475 U.S. 717	15
7	<u>Harris v. Marhoefer</u>	
8	(9th Cir. 1994) 24 F.3d 16.....	22
9	<u>Hensley v. Eckerhart</u>	
10	(1983) 461 U.S. 424	15
11	<u>Hernandez v. Restoration Hardware, Inc.</u>	
12	(2018) 4 Cal.5th 260	16
13	<u>Jennings v. Open Door Mktg. Inc.</u>	
14	(N.D. Cal. Oct. 3, 2018) 2018 U.S. Dist. LEXIS 171356.....	12
15	<u>Ketchum v. Moses</u>	
16	(2001) 24 Cal.4th 1122	21
17	<u>Laffitte v. Robert Half Int’l, Inc.</u>	
18	(2016) 1 Cal.5th 480	16, 17, 19
19	<u>Lane v. Facebook, Inc.</u>	
20	(9th Cir. 2012) 696 F.3d 811	13
21	<u>Lealao v. Beneficial Cal., Inc.</u>	
22	(2000) 82 Cal.App.4th 19	14, 15
23	<u>Levy v. Toyota Motor Sales, U.S.A.</u>	
24	(1992) 4 Cal.App.4th 807	14
25	<u>Mandujano v. Basic Vegetable Prods., Inc.,</u>	
26	541 F.2d 832 (9th Cir. 1976)	7
27	<u>McKittrick v. Gardner</u>	
28	(4th Cir. 1967) 378 F.2d 872	21
	<u>In re Omnivision Techs., Inc.,</u>	
	559 (N.D. Cal. 2008).....	20
	<u>Paul, Johnson, Alston & Hunt v. Gaulty</u>	
	(9th Cir. 1989 886 F.2d 268, 272)	19

1	<u>Potter v. Pacific Coast Lumber Co.</u>	
2	(1951) 37 Cal.2d 592	6
3	<u>Powers v. Eichen</u>	
4	(9th Cir. 2000) 229 F.3d 1249	21
5	<u>Rider v. County of San Diego</u>	
6	(1992) 11 Cal.App.4th 1410	22
7	<u>See's Candies Shops, Inc. v. Superior Court</u>	
8	(2012) 210 Cal.App.4th 889. [Brouillette Decl.]	9
9	<u>Serrano v. Priest</u>	
10	(1977) 20 Cal.3d 25	16, 22
11	<u>Slavkov v. First Water Heater Partners I</u>	
12	(N.D. Cal. July 25, 2017) 2017 U.S. Dist. LEXIS 116303	11
13	<u>Staton v. Boeing</u>	
14	(9th Cir. 2003) 327 F.3d 938	14
15	<u>In re Taco Bell Wage and Hour Actions</u>	
16	(E.D. Cal. Apr. 8, 2016) 2016 U.S. Dist. LEXIS 48557	11
17	<u>Torchia v. W.W. Grainger, Inc.</u>	
18	(E.D. Cal. 2014) 304 F.R.D. 256	14
19	<u>Van Bronkhorst v. Safeco Corp.</u>	
20	(9th Cir. 1976) 529 F.2d 943,950	6
21	<u>Van Kempen v. Matheson Tri-Gas, Inc.</u>	
22	(N.D. Cal. Aug. 25, 2017) 2017 U.S. Dist. LEXIS 137182	11
23	<u>Vincent v. Hughes Air West, Inc.</u>	
24	(9th Cir. 1977) 557 F.2d 759	16
25	<u>In re Warner Communications Sec. Litig.</u>	
26	(S.D.N.Y. 1985) 618 F.Supp. 735	17
27	<u>Wershba v. Apple Computer</u>	
28	(2001) 91 Cal.App.4th 224	6, 12, 16, 18
	<u>White v. Experian Information Solutions, Inc.</u>	
	(C.D. Cal. 2011) 803 F.Supp.2d 1086	12, 13

Statutes

Cal. Rule of Court 3.769.....	6, 14
Labor Code sections	11
Labor Code sections 512, 226.7	9
Labor Code § 2699(e)(2)	11
Labor Code section 2699(l)(2)	5

Other Authorities

<u>Attorney Fee Awards</u> (2d ed. 1993) § 104	17
<u>Managing Class Action Litigation: A Pocket Guide for Judges</u> (3d ed. 2010), available at http:// www.fjc.gov/sites/default/files/2012/ClassGd3.pdf	13
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1 **I. INTRODUCTION**

2 Plaintiffs and Class Representatives Kailee Whittaker and Armando Lemus seek final
3 approval of a non-reversionary class action settlement resolving wage and hour claims on
4 behalf of 310 individuals employed Defendants YHB Long Beach, LLP and L.A. Koreana, Inc.
5 (collectively, “YHB” or “Defendants”) in California and were classified as a non-exempt hourly
6 employee who worked for Defendants during the Class Period of May 3, 2018 to June 19, 2023.
7 After application of the settlement’s escalator clause, the proposed \$623,214.79 total settlement
8 provides about \$325,902 in cash payments to the Class, with an average award of about
9 \$1,051, plus additional amounts payable under PAGA. The remaining balance will cover
10 modest service awards to Plaintiffs, settlement administration costs, civil penalties to the
11 state, and reasonable attorney’s fees and costs. The parties and their counsel finalized the
12 settlement after extensive and difficult arms-length negotiations overseen by an experienced
13 and highly-regarded mediator. The Court conditionally certified the Class and
14 preliminarily approved the settlement on August 2, 2023. Since then, the Court-approved
15 notice form was mailed to the Class Members on July 12, 2024, and they have reacted very
16 favorably to the settlement. As of the date of this motion, no class members opted out of the
17 settlement, and there are no objections.

18 Further, Class Counsel secured an excellent settlement with Defendants after
19 some two years of investigation, litigation, and settlement negotiation and
20 administration, all without any compensation for services rendered or costs expended.
21 The class notice duly informs the class members that Class Counsel would request
22 attorney’s fees not to exceed 33.33% of the Gross Settlement Amount, or \$207,735.49
23 after application of the escalator clause, along with reimbursement of no more than
24 \$20,000 for actual costs incurred litigating this matter. As of the filing of this motion,
25 *not one Class Member objected* to the proposed fee award. Consistent with the
26 Settlement and notice, Plaintiff now respectfully requests the Court award Class
27 Counsel's fees in the amount of \$207,735.49.33 and costs in the amount of \$15,077.19,
28 as described in the Declaration of Brandon Brouillette (“Brouillette Decl.”) filed

1 herewith. The requested attorney's fees are well within the range of reasonableness,
2 especially considering the complex and risky nature of this litigation, the contingent risk
3 assumed, and the two plus year delay in payment and, when subjected to a lodestar
4 crosscheck, result in fee request that is less than the unadorned lodestar.

5 Accordingly, on behalf of themselves and the Settlement Class, Plaintiffs respectfully
6 request the Court grant this motion, give full and final approval to the settlement, grant Class
7 Counsel's request for attorney's fees and costs, and enter judgment accordingly

8 **II. BACKGROUND/LITIGATION HISTORY**

9 The details of the procedural and factual background of this matter were outlined in
10 the Plaintiffs' Motion for Preliminary Approval of Class Action Settlement (filed on or about
11 June 27, 2023). To re-familiarize the Court with this litigation, YHB owns and operates several
12 hotels in Southern California, including the Holiday Inn and Stay Bridge Suites Long Beach
13 Airport hotels. Plaintiff Whittaker worked at these two hotels from approximately September
14 2020 through January 2021 as a front desk agent. Plaintiff Lemus worked for Defendants from
15 about March 2022 to May 2022, as a night auditor/front desk associate. [Brouillette Decl., ¶ 2.]

16 On October 28, 2022, Plaintiff Whittaker filed a class action and PAGA complaint against
17 Defendant, alleging claims for failure to pay wages, including overtime wages, meal and rest
18 break violations, inaccurate wage statements, waiting time penalties, failure to reimburse
19 expenses, and unfair competition. Plaintiff Whittaker later filed an amended complaint adding
20 Plaintiff Lemus as a party-plaintiff and alleging additional claims against Defendants for violation
21 of the Long Beach Municipal Code. [Brouillette Decl., ¶ 3.]

22 Once the matter was at issue, the Parties initiated discovery and later, after engaging in
23 meet and confer discussions regarding discovery, potential law and motion, and the merits of the
24 case, ultimately agreed to attempt mediation. They then engaged in significant informal discovery
25 to facilitate an exchange of information necessary to engage in a meaningful mediation. In April
26 2023, the Parties participated in mediation with Steve Pearl, Esq., a respected wage and hour class
27 action mediator and, after a full day of mediation, reached the proposed settlement. [Brouillette
28 Decl., ¶¶ 4-5.] This Court preliminarily approved the settlement on August 2, 2023.

1 After the Parties successfully opposed a motion to intervene by a class member, class
2 notices were mailed to the class on July 12, 2024, with a 45-day window (to August 26,
3 2024) for class members to opt out of or object to the proposed settlement. [Declaration of
4 Jarrod Salinas (“Salinas Decl.”), ¶¶ 5, 8-10.]

5 **III. TERMS OF THE PROPOSED SETTLEMENT**

6 Under the settlement and after application of the escalator clause, Defendants will pay
7 \$623,214.49 into a common fund, the Gross Settlement Amount (GSA”). [Salinas Decl., ¶ 12.]
8 Attorney’s fees of up to \$207,735.49 (33.33% of the escalated GSA), litigation costs of up to
9 \$20,000 (only \$15,077.19 is requested), service payments to Plaintiffs in the amount of \$7,500
10 each (\$15,000 total), settlement administration costs of \$9,500,000, and \$50,000.00 for PAGA
11 civil penalties (of which \$37,500 will go to the California Labor & Workforce Development
12 Agency (“LWDA”) for the State’s share of civil penalties and \$12,500 will go to eligible
13 Aggrieved Employees), all will be paid from the GSA. The remainder of around \$325,902.11
14 will be allocated pro rata to the Class Members based on their weeks worked during the Class
15 Period. No portion of the GSA will revert to YHB. [Brouillette Decl., ¶ 6.]

16 **A. Certification of the Settlement Class**

17 The Court conditionally certified a settlement class defined to include “all persons
18 employed by Defendants in California and classified as a non-exempt hourly employee who
19 worked for Defendants during the Class Period” of May 3, 2018 to June 19, 2023, and included
20 310 individuals. The Settlement Administrator ultimately mailed class notices to the
21 individuals identified as members of the Class and for whom address information was
22 available on July 12, 2024. [Salinas Decl., ¶ 5.] Nothing has changed to require
23 reconsideration of the Court’s certification of the Settlement Class.

24 **B. The Benefit Conferred on the Settlement Class**

25 As noted, the settlement obligates Defendants to pay \$623,214.49 to resolve the
26 Settlement Class’s claims, inclusive of attorney’s fees and costs. At least \$325,902.11 from the
27 GSA will be distributed to the Participating Class Members. This is a cash settlement that does
28 not require Participating Class Members to submit a claim form to receive their settlement share.

1 Participating Class Members will receive their settlement checks automatically via First Class
2 U.S. Mail. Twenty percent of each settlement share will be allocated to wages and the remaining
3 eighty percent will be allocated to non-wage premiums, penalties, and interest, which allocation is
4 consistent with YHB's potential liability as discussed below. YHB will pay any and all applicable
5 employer-side payroll taxes separately and in addition to the GSA. Subject to the Court's
6 approval, any amounts not claimed (because a class member does not cash their settlement check)
7 will be forwarded to the California State Controller's Unclaimed Property Fund. [Brouillette
8 Decl., ¶ 7.]

9 Each Participating Class Member will receive a share of the Net Settlement Amount based
10 on his or her total weeks worked in California as a non-exempt employee during the Class Period.
11 Thus, each Class Member's Individual Settlement Payment will be calculated using criteria
12 typically used in determining appropriate amounts of unpaid wages, unpaid premium wages for
13 missed meal and rest breaks, unreimbursed expenses, and potential statutory penalties under
14 applicable law. These methods are intended to ensure each Class Member receives a settlement
15 award corresponding to the relative value of their potential claims. The proposed allocation
16 provides a reasonable way to compensate Class Members based on the amount of time they
17 worked for Defendants and the amount unpaid wages, etc. [Brouillette Decl., ¶ 8.]

18 The average award to the Participating Class Members will be approximately \$1,051 with
19 a maximum award of over \$4,700, while the average PAGA award will be about \$56. [Salinas
20 Decl., ¶¶ 14-15.]

21 **C. Settlement Administration**

22 Phoenix Settlement Administrators, as the Court-approved Settlement Administrator,
23 mailed the Notice Packet to the Class members after making all reasonable effort to ascertain
24 the best mailing address, including running each address through the National Change of
25 Address database and "skip-tracing" any Notice Packets returned as undeliverable. [Salinas
26 Decl., ¶¶ 3-6.] The Class Notice, previously approved by the Court, duly informed Class
27 Members of the settlement terms, including the estimated relief each Class Member will
28 receive, the amounts to be requested for attorney's fees and the class representative

enhancement awards, and the right to opt out of or object to the settlement. [Salinas Decl., ¶ 5, Exh. A.] Phoenix mailed the Notice Packets on July 12, 2024. [Salinas Decl., ¶ 5.] As of the filing of this motion, 8 Notice Packets have been deemed undeliverable. [Salinas Decl., ¶ 7.] The response window for opting out, objecting to the settlement, or submitting a dispute, will expire on August 26, 2024. [Salinas Decl., ¶¶ 8-10.] As of the filing of this motion, Phoenix has received no requests for exclusion, zero objections to the settlement, and no disputes have been submitted regarding the information used to calculate class member settlement shares. [Salinas Decl., ¶¶ 8-10.] Phoenix will submit a supplemental declaration updating the Court on the class response prior to the hearing.

D. Release of Claims

All Participating Class Members will release Defendants from all claims alleged in the operative complaint, or that could have been brought based on the factual allegations in the operative complaint during the Class Period, including all PAGA claims. The release is limited to the claims that were actually pleaded or could have been pleaded based on the alleged facts in the operative complaint. [Brouillette Decl., ¶ 9.]

E. PAGA and Notice to the LWDA

As noted, the Parties allocated \$50,000 from the GSA to resolution of Plaintiffs' claims under PAGA, and respectfully request that the Court approve that amount as fair, reasonable and adequate, and consistent with PAGA's underlying purposes. Under PAGA, \$37,500 of this amount will be paid to the LWDA as the state's share of the civil penalties, and the remainder of \$12,500 will be distributed to the 211 Aggrieved Employees eligible to receive a PAGA payment. [Salinas Decl., ¶ 15.] As required by Labor Code section 2699(l)(2), Plaintiffs notified the LWDA of the settlement and the final approval hearing via its online portal. [Brouillette Decl., ¶ 10; Exh. 1.]

IV. ARGUMENT

A. Standards For Approval

The law favors settlement, particularly in class actions where substantial resources can be conserved by avoiding the time, cost, and rigors of formal litigation. H. Newberg &

1 A. Conte, 4 Newberg on Class Actions (4th ed. 2002), § 11.41; Class Plaintiffs v. City of
2 Seattle (9th Cir. 1992) 955 F.2d 1268, 1276, cert. denied, 506 U.S. 953; Van Bronkhorst v.
3 Safeco Corp. (9th Cir. 1976) 529 F.2d 943,950; Potter v. Pacific Coast Lumber Co. (1951) 37
4 Cal.2d 592, 602. Nevertheless, to make certain the rights of absent parties are not unjustly
5 compromised, the settlement of a class action requires court approval. Cal. Rule of Court
6 3.769; Dunk v. Ford Motor Co. (1996) 48 Cal.App.4th 1794, 1801; Wershba v. Apple
7 Computer (2001) 91 Cal.App.4th 224, 245. The purpose of that judicial review is to protect
8 against fraud or collusion, and to ensure fairness to absent class members. Dunk, 48
9 Cal.App.4th at 1800-01; Newberg, at §§ 11.22, *et seq.* Review is accomplished through a
10 two-step process intended to determine whether, under the totality of circumstances, the
11 settlement is fair, reasonable and adequate. Dunk, 48 Cal.App.4th at 1801; Wershba, 91
12 Cal.App.4th at 245.

13 On a motion for final approval, the trial court is charged with determining whether, in
14 light of the total circumstances of the action and the response of the class members to the
15 proposed settlement, the settlement is fair, reasonable, and adequate. Dunk, 48 Cal.App.4th at
16 1801-02; Wershba, 91 Cal.App.4th at 244-45. The court has broad discretion in making that
17 determination and may consider a number of relevant factors, including: the strength of
18 plaintiff's case; the likelihood of potential recovery; the risk, expense and likely duration of
19 further litigation; the amount offered in settlement; the extent of discovery and stage of the
20 proceedings; the experience and opinion of counsel; and the reaction of class members to the
21 settlement. Id. In light of the strong judicial policy favoring the settlement of class actions,
22 courts generally apply a presumption of fairness to a proposed class action settlement when:
23 (1) the settlement is reached through arm's-length bargaining; (2) investigation and
24 discovery are sufficient to allow counsel and the court to act intelligently; (3) counsel is
25 experienced in similar litigation; and (4) the percentage of objectors is small. Dunk, 48
26 Cal.App.4th at 1802; Wershba, 91 Cal.App.4th at 245.

27 **B. The Proposed Settlement Merits Final Approval**

28 The proposed settlement of this action warrants final approval under the standards

1 summarized above. The settlement is fair, reasonable and adequate, and represents a
2 favorable resolution of highly disputed claims. Further, the settlement was overwhelmingly
3 approved by the class members as there are no objections and no class member has requested
4 exclusion.

5 **1. The Settlement Is the Product of Arm's-Length, Informed**
6 **Negotiations**

7 The settlement is not the result of fraud or collusion. Rather, the proposed settlement
8 was reached following arm's-length negotiations presided over by Steve Pearl, Esq., a highly
9 respected and well-known mediator with extensive experience mediating wage and hour class
10 actions. [Brouillette Decl., ¶ 5.] Moreover, Plaintiffs and their counsel were well-informed
11 about the facts and the law, and counsel Zachary M. Crosner, Jamie K. Serb, and Brandon
12 Brouillette have years of litigation experience, including litigating wage and hour class actions.
13 Plaintiffs' counsel are well-qualified to evaluate the risks and benefits of pursuing further
14 litigation or settling the matter. [Brouillette Decl., ¶¶ 27-37.] Defendants likewise were
15 represented by highly-qualified and experienced defense counsel. Both sides advocated
16 vigorously for their clients and nothing was "left on the table."

17 **2. The Class Reacted Favorably to the Settlement**

18 The settlement has been well-received by the class. As of the filing of this motion, no
19 objections have been filed, and no Class Members have requested exclusion out of 310
20 settlement class members. [Salinas Decl., ¶¶ 8-9.] As many courts recognize, class member
21 reaction to the settlement is one of the most important factors to consider in determining if final
22 approval should be granted. Mandujano v. Basic Vegetable Prods., Inc., 541 F.2d 832, 837 (9th
23 Cir. 1976); see also In re: American Bank Note Holographics, 127 F.Supp.2d 418, 425 (S.D.N.Y.
24 2001) ("It is well-settled that the reaction of the class to the settlement is perhaps the most
25 significant factor to be weighed in considering its adequacy") (internal quotation marks omitted).

26 **3. The Settlement Is Fair and Reasonable Considering the Benefits**
27 **Conferred, the Case Value, and Significant Litigation Risks**

28 The proposed settlement involves a substantial sum of money that, when distributed,

1 will confer meaningful monetary benefits on the Class members. As described above, each
2 individual award will be based on an allocation consistent with the nature of the claims
3 asserted and will fairly and equitably allocate the available funds in relation to the degree of
4 damage each Class member incurred. While class members who worked for only a short
5 period of time will receive relatively small sums, those with longer tenures and who worked
6 more hours and shifts throughout the class period will receive appropriately larger awards.

7 Prior to settlement, the Parties engaged in formal and informal discovery to facilitate
8 settlement discussions. Thus, Plaintiffs reviewed documents and information regarding YHB's
9 payroll practices, a random sampling of pay stubs and time records from class members,
10 applicable compensation plans, meal and rest break policies, etc., and information from
11 Defendants regarding class size and breakdown, work weeks/pay periods, rates of pay, and other
12 information used to formulate a damages model. Plaintiffs then had that information analyzed by
13 a consulting expert to assist in determining potential violation rates and other data used to
14 formulate a damages model. Plaintiffs' counsel are confident they obtained sufficient information
15 to understand the law and facts of this case and make an informed decision regarding the
16 proposed settlement and whether it is fair and reasonable. [Brouillette Decl., ¶¶ 4, 11.]

17 Using that data, Plaintiffs ran various calculations and estimated Defendants' theoretical
18 maximum exposure on the class claims at about \$2,806 million. More specifically, the theoretical
19 maximum includes approximately \$13,410 in unpaid wages due to alleged time rounding, around
20 \$378,400 on the meal and \$276,300 rest break claims (both assuming a 100% violation rate),
21 about \$128,400 on the expense reimbursement claims, \$1,250,000 for alleged violations of the
22 Long Beach Municipal Code, approximately \$181,250, on the wage statement claims, and
23 waiting time penalties of about \$578,100. [Brouillette Decl., ¶ 12.] Plaintiff's counsel
24 substantially discounted the value of these claims, however, in light of the multiple and
25 considerable risks posed by proceeding with the litigation, as YHB raised numerous defenses and
26 vigorously defended against these claims.

27 First, Plaintiffs contend Defendants failed to pay all wages due by rounding employee
28 time punches off to the nearest quarter hour. Coupled with Defendants' strict attendance policies

1 that required employees to be on the clock before the scheduled start of a shift and after the
2 schedules end of a shift, the rounding policy resulted in a systematic loss of hours worked and
3 corresponding pay by the class. Plaintiffs further argued that Defendants likewise rounded
4 employee time punches for meal breaks, resulting in additional lost time in violation of the
5 California Supreme Court’s decision in Donohue v. AMN Servs., LLC (2021) 11 Cal.5th 58. In
6 response, Defendants contend they accurately tracked employee time and paid class members all
7 wages due as required under applicable law. Defendants further argued its rounding policy is
8 “fair and neutral on its face and ‘it is used in such a manner that it will not result, over a period of
9 time, in failure to compensate the employees properly for all the time they have actually
10 worked,’” and accordingly is permissible under applicable law. See’s Candies Shops, Inc. v.
11 Superior Court (2012) 210 Cal.App.4th 889. [Brouillette Decl., ¶ 13.]

12 Plaintiffs next contend Defendants failed to provide legally compliant meal and rest
13 breaks. Specifically, as to meal breaks, in addition to providing short lunches and rounding off the
14 time as alleged above, Plaintiffs further contend Defendants had a policy of understaffing their
15 hotels such that it was difficult, and sometimes impossible, to take all breaks on a fully compliant
16 basis. In fact, Plaintiffs’ analysis of Defendants’ time records suggests class members failed to
17 take a compliant meal period during 48.7% of all shifts worked. Plaintiffs claim this violates
18 Labor Code sections 512, 226.7, and the applicable IWC Wage Orders, as well as Brinker
19 Restaurant Corp. v. Superior Court (2012) 53 Cal.4th 1004 and Augustus v. ABM Security Serv.,
20 Inc. (2016) 2 Cal.5th 257 for failure to provide all required meal periods and within the required
21 time frames. Plaintiffs also contend Defendants failed to provide duty-free rest periods to Class
22 Members again due to inadequate staffing. Lastly, Plaintiffs allege Defendants frequently failed
23 to pay the required premium wages even when there were documented violations, although the
24 records produced indicate Defendants did start paying some premiums starting in 2020.
25 [Brouillette Decl., ¶ 14.]

26 Defendants deny Plaintiffs’ contentions, claiming they made meal and rest breaks
27 available to Class Members in compliance with California law. YHB contends its meal and rest
28 break policies are lawful and that Class Members were frequently reminded they were required to

1 take all meal and rest breaks. Defendants also contend that time records demonstrate that Class
2 Members took duty-free, timely meal and rest breaks. Defendants further contend the meal and
3 rest break policies and practices comported with the flexibility the *Brinker* court held was integral
4 to California's meal and rest period requirements. Finally, Defendants argued that Plaintiffs' meal
5 and rest break claims are not susceptible to common proof, as the claims would require
6 individualized inquiries, including whether there was an unlawful companywide policy, whether
7 employees had the opportunity to take meal and rest periods, whether they voluntarily chose to
8 forego their meal and rest periods, and whether Defendants ever prevented them from taking meal
9 and rest periods. Accordingly, YHB contends these claims are vulnerable to a ruling that class
10 treatment is not appropriate. [Brouillette Decl., ¶ 15.]

11 In the expense reimbursement claim, Plaintiffs claim they and other class members regularly
12 were required to use personal phones to text guest food orders to the kitchen and to receive work-
13 related calls/messages from supervisors to, for example, obtain authorization to work overtime. Class
14 members also had to download an app to their phones to use for clocking in/out for breaks. Plaintiffs
15 claim Defendants paid no reimbursement for this, in violation of California law. Cochran v. Schwan's
16 Home Service, Inc. (2014) 228 Cal. App. 4th 1137, 1144. In response, Defendants argued they
17 provided employees with access to all telephones and other electronics need to perform their job
18 duties. Thus, per YHB, if employees used their personal phones it was purely for their own
19 convenience rather than business necessity and therefore would not be reimbursable. [Brouillette
20 Decl., ¶ 16.]

21 Plaintiffs also allege YHB violated various provisions of Chapter 5.49 of the Long Beach,
22 California Municipal Code regarding working conditions and pay in the hotel industry. Among
23 other things, Chapter 5.49 addresses the amount of hotel room square feet an employee can be
24 required to clean in an eight hour shift, requires written employee consent to work more than 10
25 hours per shift, and further requires the employer to maintain records for each housekeeper
26 detailing their name, pay rates received, and the rooms each employee cleaned on each shift.
27 Chapter 5.49 provides for recovery of both actual damages and statutory penalties of \$50 for each
28 day a violation occurred. In response, Defendants countered that they fully complied with all

1 applicable local ordinances and that their housekeeping employees worked within the parameters
2 mandated by the Long Beach Municipal Code. [Brouillette Decl., ¶ 17.]

3 As a result of the above alleged violations, Plaintiffs allege Defendants failed to provide
4 accurate wage statements and failed to timely pay all wages that were due and owing upon
5 separation of employment. In response to these derivative claims, Defendants emphasized that,
6 should the primary claims fail, Plaintiffs' claim for wage statement violations and waiting time
7 penalties would also fail. Defendants further argued they would not be liable for waiting time
8 penalties because a "good faith dispute" exists over the payment of past wages. Amaral v. Cintas
9 Corp. No. 2 (2008) 163 Cal.App.4th 1157, 1201. Further, Defendants contend Plaintiffs would
10 have to prove Defendants "willfully" failed to pay Class Members appropriate wages due upon
11 separation of employment. [Brouillette Decl., ¶ 18.]

12 As far as potential PAGA liability, the theoretical civil penalties likely are around \$1.08
13 million should Plaintiffs prevail on all claims and establish violations of the multiple Labor Code
14 sections at issue. [Brouillette Decl., ¶ 19.] As with the class claims, Plaintiffs discounted the
15 potential PAGA penalties based on Defendants' various defenses on the merits and also
16 accounted for the Court's wide discretion to reduce such penalties, or to decline to award
17 penalties at all. Labor Code § 2699(e)(2); Carrington v. Starbucks Corp. (2018) 30 Cal.App.5th
18 504 (trial court awarded penalties of \$5 per pay period after a bench trial, which decision was
19 upheld on appeal); In re Taco Bell Wage and Hour Actions (E.D. Cal. Apr. 8, 2016) 2016 U.S.
20 Dist. LEXIS 48557 (PAGA penalties denied after trial). Accordingly, the Parties allocated
21 \$50,000 to PAGA penalties.

22 Plaintiffs submit this amount is reasonable under the circumstances and in line with
23 comparable settlements in other wage and hour class actions in California. *E.g.*, Van Kempen v.
24 Matheson Tri-Gas, Inc. (N.D. Cal. Aug. 25, 2017) 2017 U.S. Dist. LEXIS 137182 (granting final
25 approval of \$5,000 PAGA penalty from \$370,000 settlement, or 1.4 percent of total settlement);
26 Slavkov v. First Water Heater Partners I (N.D. Cal. July 25, 2017) 2017 U.S. Dist. LEXIS
27 116303 (finding a \$7,500 PAGA payment reasonable when measured against the overall
28 settlement of \$345,000 and the possible weaknesses in plaintiffs' case, or 2.2 percent of total

1 settlement). Additionally, the LWDA has been informed of the terms of the PAGA portion of the
2 settlement, and will be able to weigh in as necessary. Jennings v. Open Door Mktg. Inc. (N.D.
3 Cal. Oct. 3, 2018) 2018 U.S. Dist. LEXIS 171356, at *27 (approving settlement with PAGA
4 penalties of 0.6% where "[p]laintiffs [have] submitted the settlement agreement to the LWDA,
5 and the LWDA has not objected to the settlement.

6 Thus, Plaintiffs and their counsel discounted the value of the class claims consistent with
7 the risks discussed above, and carefully weighed the likelihood of the class receiving
8 substantially greater benefit if the litigation continued. Plaintiffs and counsel concluded – in light
9 of these very real and substantial risks – settlement on the proposed terms and without prolonged
10 and costly litigation was in the best interests of the class. The overall \$623,214.79 recovery
11 represents a significant percentage of Defendants’ potential exposure. Given Defendants’ multi-
12 layered defenses and all other potential risks of continued litigation, a total recovery for the class
13 of \$623,214.79, which will result in average award of around \$1,051 per class member, plus
14 additional sums under PAGA, is a significant result well within the range of reasonableness
15 considering all potential outcomes, and it will provide direct monetary awards to all Class
16 Members without further delay. [Brouillette Decl., ¶ 20-22.]

17 Importantly, the mere fact that a settlement does not provide the same recovery as might
18 be achieved at trial is not a proper indicator of whether the settlement is fair, reasonable, and
19 adequate. Wershba, 91 Cal.App.4th at 246, 250 (“Compromise is inherent and necessary in the
20 settlement process...even if the relief afforded by the proposed settlement is substantially
21 narrower than it would be if the suits were to be successfully litigated, this is no bar to a class
22 settlement because the public interest may indeed be served by a voluntary settlement in which
23 each side gives ground in the interest of avoiding litigation”); 7-Eleven Owners for Fair
24 Franchising v. Southland Corp. (2000) 85 Cal.App.4th 1135, 1150 (“The fact that a proposed
25 settlement may amount to only a fraction of the potential recovery does not, in and of itself, mean
26 that the proposed settlement is grossly inadequate and should be disapproved”); White v.
27 Experian Information Solutions, Inc. (C.D. Cal. 2011) 803 F.Supp.2d 1086, 1098 (rejecting
28 contention settlement was not fair and reasonable even though it represented 99% discount off the

1 maximum value of the claims); Lane v. Facebook, Inc. (9th Cir. 2012) 696 F.3d 811, 819 ("[T]he
2 question whether a settlement is fundamentally fair . . . is different from the question whether the
3 settlement is perfect in the estimation of the reviewing court"). Importantly as well, the proposed
4 settlement is non-reversionary and will provide immediate benefits to the Class Members without
5 a claims process. *White*, 803 F.Supp.2d at 1098; c.f., Federal Judicial Center, Managing Class
6 Action Litigation: A Pocket Guide for Judges (3d ed. 2010) at 20, available at [http://](http://www.fjc.gov/sites/default/files/2012/ClassGd3.pdf)
7 www.fjc.gov/sites/default/files/2012/ClassGd3.pdf (reversionary provisions and/or cumbersome
8 claims process may indicate lack of fairness). Plaintiffs and counsel submit the settlement is
9 within the "range of reasonableness," and is fair and adequate for the Class.

10 **VI. SETTLEMENT ADMINISTRATION COSTS**

11 The settlement provides for a payment to Phoenix from the GSA for its services as the
12 Settlement Administrator. As set forth in the Declaration of Jarrod Salinas, Phoenix has
13 performed and will continue to perform its required duties through final distribution of the
14 settlement funds, and incurred \$9,500.00 in fees and expenses. [Salinas Decl., ¶ 17.] Accordingly,
15 Plaintiff respectfully requests the Court approve payment of \$9,500 to Phoenix from the GSA.
16 [Brouillette Decl., ¶ 23.]

17 **VII. PLAINTIFFS' ENHANCEMENT AWARDS**

18 Pursuant to the terms of the settlement, Plaintiffs seek modest incentive awards of \$7,500
19 each for their service in bringing these claims on behalf of the Class. These requests are
20 reasonable given the risks they undertook on behalf of the Class Members. By contacting and
21 retaining counsel to pursue these claims, Plaintiffs helped make this settlement possible for the
22 absent Class Members, while shouldering the risk of being liable for Defendants' litigation costs.
23 Plaintiffs also exposed themselves to unwanted notoriety related to filing a public lawsuit
24 (discoverable even through a simple google search) for the benefit of other employees, placing
25 themselves at risk of discrimination by future prospective employers. As set forth in more detail
26 in their respective declarations filed at preliminary approval, among taking many other actions
27 assisting in the successful litigation of this case, Plaintiffs provided substantial factual
28 information and documents to counsel, attended numerous meetings/phone conferences with

1 counsel to discuss the case, and kept abreast of all significant developments. [Declaration of
2 Kailee Whittaker ¶¶ 2-9; Declaration of Armando Lemus, ¶¶ 2-9; Brouillette Decl., ¶ 24.] Finally,
3 there are no class member objections submitted with respect to the amounts Plaintiff proposes to
4 receive. [Salinas Decl., ¶ 9.] Accordingly, the requested enhancement payment to Plaintiff is
5 appropriate and justified as part of the settlement. Staton v. Boeing (9th Cir. 2003) 327 F.3d 938,
6 977 (collecting cases awarding class representatives service and incentive payments ranging from
7 \$2,000 to \$25,000); Torchia v. W.W. Grainger, Inc. (E.D. Cal. 2014) 304 F.R.D. 256
8 (approving \$7,500 incentive award).

9 **VII. ATTORNEY'S FEES AND COSTS**

10 **A. The Attorney's Fees Requested Are Fair and Reasonable and Should**
11 **Be Approved**

12 This Court has discretion over the amount of attorneys' fees awarded and court
13 approval is required for Class Counsel's fees. Cal. Rule of Court 3.769; Levy v. Toyota
14 Motor Sales, U.S.A. (1992) 4 Cal.App.4th 807, 813; Lealao v. Beneficial Cal., Inc. (2000) 82
15 Cal.App.4th 19. In defining a reasonable fee, the Court should attempt to mimic the
16 marketplace for cases involving significant contingent risk, such as this one. Deposit
17 Guaranty Nat'l Bank, Jackson, Miss. v. Roper (1980) 445 U.S. 326, 338, rehg. den. 446 U.S.
18 947; Lealao, 82 Cal.App.4th at 49-50 (court should attempt "to award the fee that informed
19 private bargaining, if it were truly possible, might have reached" in determining a reasonable
20 fee, and a fee award should approximate a "range of fees freely negotiated in comparable
21 litigation"). Here, Class Counsel's request for attorney's fees and costs is reasonable and
22 justified by the work performed, the benefits obtained, and the contingent risk assumed.

23 As addressed in detail above, at the time the parties reached the tentative settlement
24 success for Plaintiff and the putative class was far from certain. Plaintiff faced a real risk that
25 some or all the claims would not be certified for class treatment, as Defendants had strong
26 arguments that its compensation policies were legal and properly compensated the class
27 members. Even if Plaintiff certified some or all of the claims and ultimately prevailed on the
28 merits, it undoubtedly would have taken several years to realize any recovery while they

1 pursued class certification, trial, and an almost certain appeal. [Brouillette Decl., ¶¶ 13-22.]

2 Nonetheless, Plaintiff succeeded and expeditiously obtained the relief she set out to
3 obtain, and the settlement provides substantial cash payments to Class Members, with an
4 average award of about \$1,051, and with a maximum award of over \$4,700. Importantly as
5 well, the Class Members have been overwhelmingly supportive of the Settlement – as of the
6 filing of this motion, there are no objections to the settlement and zero individuals have
7 opted out. [Salinas Decl., ¶¶ 8-9, 14.]

8 **B. The Requested Fee Award Is Reasonable and Appropriate**

9 The United States Supreme Court has ruled the parties to a class action properly may
10 negotiate not only the settlement of the action itself but also the payment of attorney's fees.
11 Evans v. Jeff D. (1986) 475 U.S. 717, 734-35, 738, fn. 30.) In Hensley v. Eckerhart (1983)
12 461 U.S. 424, 437, the Supreme Court explained that negotiated, agreed-upon attorney's fee
13 provisions are the ideal towards which the parties should strive: "A request for attorney's fees
14 should not result in a second major litigation. Ideally, of course, litigants will settle the
15 amount of a fee." The United States Supreme Court has reemphasized this policy and further
16 stressed trial courts have "a responsibility to encourage agreement" on fees. Blum v. Stenson
17 (1984) 465 U.S. 886, 902 n.19.

18 As part of the Settlement, Defendants agreed not to object to an award of no more
19 than 33.33% of the GSA for attorney's fees, or \$207,735.49, and up to \$20,000 in
20 reimbursement for litigation costs and expenses (only \$15,077.19 is requested). Such a fee is
21 commensurate with what the market would provide for similar services and the Court
22 therefore can most certainly enforce the agreement. As California's Court of Appeal has
23 instructed:

24 Given the unique reliance of our legal system on private litigants to enforce substantive
25 provisions of law through class and derivative actions, attorneys providing the essential
26 enforcement services must be provided incentives roughly comparable to those negotiated
in the private bargaining that takes place in the legal marketplace, as it will otherwise be
economic for defendants to increase injurious behavior.

27 Lealao, 82 Cal.App.4th at 47.

28 Here, the parties did not negotiate the inclusion of attorney's fees until after extensive

1 arms-length bargaining regarding relief to the Class was completed. [Brouillette Decl.,
2 ¶ 25.] The requested fee and cost award was a product of these arms-length negotiations and
3 fairly reflects the marketplace value of the services rendered by Class Counsel in this case.
4 As a result, the fee agreed to by the parties should be approved.

5 C. **Class Counsel's Fees are Justified When Calculated as a Percentage of the**
6 **Common Fund**

7 In approving fee applications, courts typically apply either a percentage-of-recovery
8 method or the lodestar method. Laffitte v. Robert Half Int'l., Inc. (2016) 1 Cal.5th 480, 489;
9 Wershba v. Apple Computer, Inc. (2001) 91 Cal.App.4th 224, 254, disapproved on other
10 grounds, Hernandez v. Restoration Hardware, Inc. (2018) 4 Cal.5th 260. The California
11 Supreme Court recently recognized the advantages and equities of calculating attorney's fees
12 using the percentage-of-the-common-fund method in another wage-and-hour case:

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

17 Laffitte, 1 Cal.5th at 503 (citations omitted).

18 Indeed, both California and federal courts have long recognized an appropriate
19 method for determining the award of attorney's fees is based on a percentage of the total
20 value of benefits afforded to class members by the settlement. Serrano v. Priest (1977) 20
21 Cal.3d 25, 34; Boeing Co. v. Van Gernert (1980) 444 U.S. 472, 478; Vincent v. Hughes Air
22 West, Inc. (9th Cir. 1977) 557 F.2d 759, 769. Awarding a fee based on a percentage of the
23 common fund recovered operates to "spread litigation costs proportionately among all the
24 beneficiaries so that the active beneficiary does not bear the entire burden alone." Vincent,
25 557 F.2d at 769.

26 In determining a reasonable common fund fee award, courts should also consider the
27 fact that fees serve as an economic incentive for lawyers to bring class action litigation to
28 achieve increased access to the judicial system for meritorious claims and to enhance

1 deterrents to wrongdoing. Conte, Attorney Fee Awards (2d ed. 1993) § 104. Without
2 prosecution on a contingent basis and use of the class action mechanism, the courthouse door
3 would effectively be closed to most class members due to the relatively small size of their
4 individual claims in relation to the enormous time and cost associated with class action
5 litigation.

6 Here, Class Counsel seek a fee award for their successful prosecution and resolution
7 of this action of no more than 33.33% of the total amount recovered by the Class via the
8 lawsuit, or \$207,735.49. The percentage requested is justified for the reasons set forth
9 further below, and comports with fee awards calculated on a percentage-of-the-benefit basis.
10 Indeed, review of class action settlements shows that courts have historically awarded fees in
11 the range of 20 to 50 percent, depending upon the circumstances of the case. In re Warner
12 Communications Sec. Litig. (S.D.N.Y. 1985) 618 F.Supp. 735, 749-50 (concluding that
13 percentage fees in common fund cases range from 20 to 50 percent); Newberg, Newberg on
14 Class Actions (3d ed.) § 14.03, pp. 13-14 ("Usually 50% of the fund is the upper limit on a
15 reasonable fee award from a common fund in order to assure that the fees do not consume a
16 disproportionate part of the recovery obtained for the class, although somewhat larger
17 percentages are not unprecedented.").

18 **D. A Lodestar Cross-Check Also Supports Class Counsel's Fee Request**

19 To ensure the fairness of an attorney's fee award, courts frequently conduct a lodestar
20 cross check of counsel's fees. "A lodestar cross-check thus provides a mechanism for
21 bringing an objective measure of the work performed into the calculation of a reasonable
22 attorney fee." Laffitte, 1 Cal.5th at 504. Here, Class Counsel spent 215.2 hours of time on
23 this matter, resulting in a modest and very reasonable lodestar of \$161,495.00.

24 As is fully detailed in the Brouillette Declaration, Class Counsel's efforts included: (1)
25 extensive pre-lawsuit investigation of the claims of Plaintiff and the putative class, including legal
26 research, research into similar claims and claims against other employers in the same industry,
27 and attempts to locate and contact other YHB employees; (2) drafting a PAGA notice letter; (3)
28 drafting the initial complaint and related documents; (4) case management, including

1 communications with defense counsel, meeting and conferring/preparing case management
2 statements, etc.; (5) drafting a first amended complaint; (6) propounding initial written discovery,
3 (7) lengthy discussions with defense counsel regarding settlement/mediation and informal
4 discovery needed for meaningful settlement discussions; (8) engaging in substantial informal
5 discovery, including propounding informal discovery “requests” and reviewing documents and
6 other information produced; (9) drafting a mediation brief and accompanying damages model
7 after review and analysis of Defendants’ informal discovery production; (10) attending an all-day
8 mediation; (11) negotiating and drafting the settlement agreement and related documents; (12)
9 drafting an amended complaint to effectuate the settlement; (13) drafting the motion for
10 preliminary approval, and attending the hearing; (14) opposing a class member’s motion to
11 intervene; (15) administration of the settlement, including communications with the Settlement
12 Administrator and settlement class members; (16) drafting the motion for final approval and
13 motion for attorney’s fees, and attending the final approval hearing; and (17) extensive
14 communications with the Plaintiffs regarding case status, case investigation and document
15 review, mediation, and settlement terms. Additionally, Class Counsel will incur additional time
16 following final approval to, inter alia, respond to class member inquiries, work with the
17 Settlement Administrator on the distribution of settlement funds, and on the compliance hearing.
18 [Brouillette Decl., ¶ 26, Exh. 2.]

19 In pursuing this matter, Class Counsel incurred total attorney’s fees of \$161,495.00,
20 based on 215.2 attorney hours. The lodestar is based on an eminently reasonable number of
21 hours worked to litigate this matter to a successful conclusion, and the requested attorney hourly
22 rates are reasonable and comport with hourly rates charged by other attorneys with similar
23 experience in this practice area in California. [Brouillette Decl., ¶¶ 27-46.] On a lodestar basis,
24 the fee request of \$207,735.49 results in a multiplier of 1.29, which is a modest
25 enhancement entirely in line with California law. [Brouillette Decl., ¶¶ 45-46.] Indeed,
26 California courts routinely approve multipliers in the in the 2-4 range to compensate for the
27 time and risk of class action cases. Chavez v. Netflix, Inc. (2008) 162 Cal.App.4th 43, 66
28 (affirming attorneys' fee award including an upward multiplier of 2.5); Wershba, 91

1 Cal.App.4th at 255 ("Multipliers can range from 2 to 4 or even higher."); City of Oakland
2 Oakland Raiders (1988) 203 Cal.App.3d 78, 85 (affirming a multiplier of 2.34).) Class
3 Counsel submits that the requested 1.29 multiplier effectively operates to show that the
4 percentage fee request is reasonable considering the challenges presented in this contingency
5 fee matter, and appropriately compensates Class Counsel for the contingent risk assumed and
6 delay in payment during the approximately two plus years counsel has been representing
7 Plaintiffs. Thus, the multiplier results in a fee constituting a fair return on the contingency.

8 E. **The Award is Supported By 1) the Results Achieved; 2) the Risk, 3) the Skill**
9 **Required, 4) the Contingent Nature of the Fee and 5) Awards in Similar**
10 **Cases**

11 What has now emerged in most fee award decisions is the recognition that fee
12 determinations in both common fund and statutory fee situations are incapable of
13 mathematical precision because of the intangible factors that must be resolved in the court's
14 discretion based on the circumstances of each particular case. Conte, § 207, p. 44. In
15 determining an appropriate fee in a common fund case, a Court must decide, based on the
16 unique posture of each case, what percentage of the common fund would most reasonably
17 compensate Class Counsel given the nature of the litigation and the performance of counsel.
18 Paul, Johnson, Alston & Hunt v. Graulty (9th Cir. 1989 886 F.2d 268, 272) (the benchmark
percentage fee may be adjusted to account for the circumstances involved in a case).

19 Courts apply a five-part test in calculating a reasonable percentage fee in common
20 fund cases: (1) the results achieved; (2) the risk of litigation; (3) the skill required and the
21 quality of work; (4) the contingent nature of the fee and the financial burden carried by the
22 plaintiffs; and (5) awards made in similar cases. Laffitte, 1 Cal.5th at 489.

23 **1. The Results Achieved.**

24 Class Counsel obtained an excellent result in this case for the Class Members. The
25 Settlement provides real monetary benefits to the Class Members, and the Settlement is
26 particularly advantageous to the Class Member because the proceeds will be distributed
27 shortly as opposed to waiting additional years for a similar, or possibly, less favorable result.
28 Considering many individual claims would be very modest and would not be cost-effective

1 to pursue successfully, the Settlement provided them with fair compensation for their claims.
2 Moreover, the absence of any objection to either the Settlement or the attorney's fee request
3 bolsters the excellent results. Indeed, the approval of the Class is overwhelming as indicated
4 by the fact that not only one class member opted out. Additionally, the settlement amounts to
5 a substantial percentage of the maximum value of the amount the Class might have obtained
6 if it had tried the case and recovered on all theories seeking recovery of wages and penalties.
7 "It is well-settled law that a cash settlement amounting to only a fraction of the potential
8 recovery does not per se render the settlement inadequate or unfair." In re Omnivision
9 Techs., Inc., 559 (N.D. Cal. 2008) F.Supp.2d 1036, 1042.

10 **2. Class Counsel Bore Considerable Risk.**

11 At the time of filing the complaint, Class Counsel recognized that they would have to
12 expend a substantial amount of time and advance significant costs to prosecute a statewide
13 class action suit with no guarantee of compensation or reimbursement, in the hope of
14 prevailing against a sophisticated company represented by first-rate attorneys. Despite
15 their belief in the validity of Plaintiff's claims, they also knew they faced substantial risks
16 of class certification and the ability to prove class-wide and individual damages. In light of
17 the highly uncertain nature of this suit, Class Counsel also bore the risk that YHB would dig
18 in and attempt to bury their small firms in work. Given the small size of Class Counsel's
19 firm, not receiving any compensation for several years while simultaneously advancing
20 litigation costs posed considerable risk and difficulty. [Brouillette Decl., ¶¶ 47-48.]

21 **3. The Skill Required and the Quality of Work.**

22 Practice in the narrow area of wage and hour litigation requires skill, knowledge and
23 experience. The issues presented in this case required more than just a general appreciation
24 of wage and hour law and class action procedure. This Settlement was possible only
25 because counsel persuaded Defendants that Plaintiff and the putative class had a realistic
26 chance of prevailing on their claims despite Defendants' contrary arguments, and that
27 the case would be pursued through class certification and trial if necessary. In
28 successfully navigating these hurdles, Class Counsel displayed appropriate skill while

1 pursuing a risky and difficult case.

2 4. **The Contingent Nature of the Fee and Risk Assumed**

3 There is a substantial difference between the risk assumed by attorneys being paid
4 by the hour and attorneys working on a contingent fee basis. The attorney being paid by
5 the hour can go to the bank with his fee. Powers v. Eichen (9th Cir. 2000) 229 F.3d
6 1249, 1256. The attorney working on a contingent basis can only log hours while
7 working without pay towards a result that will hopefully entitle him to a market fee
8 considering the risk and other factors of the undertaking. Id. at 1257. Otherwise, the
9 contingent fee attorney receives nothing. Id. In this case, Class Counsel subjected
10 themselves to this risk in this all or nothing contingent fee case wherein the necessity
11 and financial burden of private enforcement makes the requested award appropriate.

12 Counsel retained on a contingency fee basis, whether in private matters or in class
13 action litigation, is entitled to a premium beyond their standard, hourly, non-contingent
14 fee schedule to compensate for both the contingent risk assumed and the delay in
15 payment. The simple fact is that despite the most vigorous and competent of efforts,
16 success is never guaranteed. McKittrick v. Gardner (4th Cir. 1967) 378 F.2d 872, 875.
17 Indeed, if counsel is not adequately compensated for the risks inherent in difficult class
18 actions, competent attorneys will be discouraged from prosecuting similar cases.
19 Ketchum v. Moses (2001) 24 Cal.4th 1122, 1132-33; Cazares v. Saenz (1989) 208
20 Cal.App.3d 279, 287.

21 Here, the contingent fee practices of Plaintiff's counsel simply do not accommodate
22 the investment of unnecessary time in a case, and the adverse resolution of any one of several
23 difficult issues present in this matter could have doomed the entire effort. As discussed, the
24 attorney's fees in this case were not only contingent but fairly risky, and there was always a
25 palpable chance Plaintiff's counsel would receive nothing for any number of reasons.
26 [Brouillette Decl., ¶¶ 47-48.] Accordingly, the contingent nature of the fee and the financial
27 burdens on Class Counsel and Plaintiff also support the fee requested.

28 /////

1 **5. Awards in Other Cases**

2 As discussed, the attorney's fees requested by Class Counsel are within the range of
3 fees awarded in comparable cases, as cross-checked against the lodestar method in light of
4 the contingent risk assumed, the delay in payment, the result achieved, and the overall
5 quality of the representation.

6 **F. Class Counsel's Costs and Expenses are Reasonable**

7 Plaintiff's counsel also request reimbursement of actual out-of-pocket expenses incurred
8 to prosecute this action. These expenses were incidental and necessary to the effective
9 representation of the employees, and Plaintiff's counsel is permitted to recover litigation costs
10 and expenses under the common fund doctrine and the Settlement Agreement. Serrano, 20 Cal.3d
11 at 35 (common fund doctrine permits recovery of fees and costs from the fund); Rider v. County
12 of San Diego (1992) 11 Cal.App.4th 1410, 1424 n.6 (costs are recoverable from the common fund
13 "[o]f necessity, and for precisely the same reasons discussed above with respect to the recovery of
14 attorneys' fees by ... [Plaintiffs'] attorneys"). Plaintiffs' counsel also is entitled to recover "those
15 out-of-pocket expenses that would normally be charged to a fee-paying client." Harris v.
16 Marhoefer (9th Cir. 1994) 24 F.3d 16, 19.

17 As explained in the Brouillette Declaration, Class Counsel incurred a total of
18 \$15,077.19 in expenses incurred in connection with this litigation. These expenses
19 include the amounts paid for court filing fees, Case Anywhere charges, service of
20 process, expert fees, postage, and mediation fees, all of which are costs normally billed
21 to and paid by the client. These costs were reasonably incurred in the prosecution of this
22 matter and it is respectfully requested that the Court authorized they be reimbursed in
23 full. [Brouillette Decl., ¶¶ 49-50.]

24 **VII. CONCLUSION**

25 For all the foregoing reasons, Plaintiff Antoinette Brown respectfully requests that the
26 Court grant this motion and grant final approval of the proposed class action settlement and
27 approve the payment of PAGA penalties to the State. Plaintiff further requests the Court approve
28 payment of the Settlement Administrator's fees and expenses, approve the requested class

1 representative enhancement payment, approve the award of attorney's fees and costs as requested,
2 and enter judgment in this action. Finally, Plaintiff requests the Court set a non-appearance case
3 review regarding settlement compliance for August 12, 2025, or a later date convenient for the
4 Court.

5
6 Dated: August 12, 2024

CROSNER LEGAL, P.C.

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9 _____
10 Brandon Brouillette
11 Attorneys for Plaintiffs
12 KAILEE WHITTAKER and ARMANDO LEMUS
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