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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

PATRICK FORD, on behalf of himself and all others similarly situated, Plaintiff, v. HERAEUS PRECIOUS METALS NORTH AMERICA LLC, a Delaware Limited Liability Company; and DOES 1-50, inclusive. Defendants.	CASE NO.: 22STCV03063 *Assigned to Hon. Elaine Lu, Dept. 9* **PLAINTIFF'S NOTICE OF MOTION AND MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT** **<u>HEARING INFO</u>** Date: July 24, 2025 Time: 10:00 a.m. Dept.: 9

TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE that on July 24, 2025, at 11:00 a.m. or as soon thereafter as the matter may be heard by Honorable Elaine Lu in Department 9 of the Los Angeles County Superior Court in the State of California, located at 312 North Spring Street, Los Angeles, California 90012, pursuant to Code of Civil Procedure section 382, Plaintiff Patrick Ford, individually and on behalf of all others similarly situated, will and hereby does move the Court for entry of an Order granting final approval of the parties' Second Amended Class and PAGA Settlement Agreement (the "Settlement Agreement" and/or the "Settlement"), which was preliminary approved by this Court on September 25, 2024.

This Motion, which is supported and unopposed by Defendant Heraeus Precious Metals North America LLC ("Defendant"), seeks final approval of a $118,277.51 Settlement on behalf of the Settlement Class Members and entry of judgment.

Specifically, Plaintiff will and hereby does move the Court to grant final approval of the Settlement Agreement, and enter the Proposed Order and Final Judgment filed concurrently herewith:

1. Finally certifying the Settlement Class, as defined in the Settlement Agreement and the Court's Order Granting Preliminary Approval of the Class Action Settlement;

2. Finally appointing Plaintiff Patrick Ford as the Class Representative for purposes of settlement;

3. Finally appointing Joshua Falakassa of Falakassa Law, P.C. and Mehrdad Bokhour of Bokhour Law Group, P.C. as Class Counsel for purposes of settlement;

4. Finding that the Notice was properly provided to the Settlement Class in accordance with the Court's Order Granting Preliminary Approval of Class Action Settlement;

5. Finally approving the Settlement as fair, adequate, and reasonable, based upon the terms set forth in the Settlement Agreement;

6. Binding Participating Class Members to the terms of the Settlement Agreement, including the Release specified therein; and

7. Retaining jurisdiction to enforce the Settlement Agreement.

This Motion is based upon this notice, the accompanying memorandum of points and authorities, the Declarations of Mehrdad Bokhour and Joshua Falakassa in Support of Final Approval of Class Action Settlement, and the Declaration of Plaintiff Patrick Ford in Support of the Plaintiff's Motion for Preliminary Approval of Class Action Settlement, and the Declaration of Nathalie Hernandez of ILYM Group, Inc.–all filed concurrently herewith, the records and files in this Action, and any other further evidence or argument that the Court may receive at or before the hearing.

Respectfully submitted,

Dated: June 25, 2025,

BOKHOUR LAW GROUP, P.C.
FALAKASSA LAW, P.C.

By: ______________________________
Mehrdad Bokhour, Esq.
Joshua Falakassa, Esq.
Attorneys for Plaintiff and the Putative Class

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I. INTRODUCTION

This motion seeks final approval of a wage-and-hour class action settlement between Plaintiff Patrick Ford ("Plaintiff") and Defendant Heraeus Precious Metals North America LLC ("Defendant") (collectively, the "Parties") in the amount of $118,277.51 (the "Gross Settlement Amount") to be distributed to 33 individuals defined as: all current and former nonexempt hourly employees who worked for Defendant in California from January 26, 2018, until August 29, 2022, and did not sign an arbitration agreement or a prior release.

A true and correct copy of the Amended Class Action and PAGA Settlement Agreement ("Settlement Agreement") is attached as **Exhibit B** to the concurrently filed Declaration of Mehrdad Bokhour in Support of Plaintiff's Motion for Final Approval of Class Action Settlement ("Bokhour Decl."). The Settlement Agreement, in its entirety, is incorporated herein by reference.

On or about September 25, 2024, the Court granted preliminary approval of the Settlement Agreement. Pursuant to that order, on November 1, 2024, ILYM Group, Inc. (the "Settlement Administrator" or "ILYM") mailed the Court-approved Notice of Proposed Class Action Settlement (the "Class Notice") to all 33 Class Members. (See Declaration of Nathalie Hernandez of ILYM Group, Inc., in Support of Motion for Final Approval of Class Action Settlement ("Hernandez"), at ¶¶ 3-15.) A copy of the Class Notice is attached to the Hernandez as **Exhibit A**.

II. SUMMARY OF ARGUMENT AND ESSENTIAL POINTS

Pursuant to California Rules of Court, Rule 3.769(d) and (e), Plaintiff respectfully requests that this Court grant final approval of the Class and PAGA Representative Action Settlement Agreement (the "Settlement Agreement" and/or the "Settlement") already on file in this action, which is supported and unopposed by Defendant and enter the Proposed Order and Final Judgment in this matter.

There are several essential reasons why this Settlement should be approved, and judgment entered accordingly. They are as follows:

- The parties agreed to a $118,277.51 Settlement Amount tailored to a limited release of the claims alleged on behalf of the Settlement Class Members;
- The Settlement Class Members were deemed to participate in the Settlement and were not required to submit a claim form to receive funds;
- There is no reversion to Defendant; and
- There are **zero** objections to the Settlement and **zero** requests for Exclusion from the Settlement.

Based on the foregoing, Plaintiff respectfully requests that the Court issue an order **(1)** finally certifying the Class; **(2)** finally appointing Plaintiff as the Class Representative; **(3)** finally appointing Plaintiff's attorneys as class counsel, **(4)** finding that notice of the settlement was properly provided to the Class Members; **(5)** finally approving the Settlement Agreement as fair, adequate, and reasonable; **(6)** finally approving the allocation for attorneys' fees of one-third of the Gross Settlement Amount, plus necessary incurred litigation costs; **(7)** finally approving ILYM as the settlement administrator; **(8)** finally approving a class representative incentive payment to Plaintiff of $10,000; **(9)** binding all participating class members to the terms of the Settlement Agreement, including the release specified therein; and **(10)** retaining jurisdiction to enforce the terms of the Settlement Agreement.

In accordance with the analysis and law set forth herein, the Settlement should be approved, and judgment entered based on the determination that the Settlement is fair, reasonable, adequate, and in the best interests of the Settlement Class.

III. PERTINENT BACKGROUND AND SETTLEMENT TERMS

Plaintiff and the Settlement Class Members include all current and former nonexempt hourly employees who worked for Defendant in California from January 26, 2018, until August 29, 2022, and did not sign an arbitration agreement or a prior release (Declaration of Mehrdad Bokhour in Support of Motion for Final Approval of Class Action Settlement; ¶¶ 1.5, 1.12 ("Bokhour Decl.").)

Plaintiff's primary allegations were that Defendant (1) failed to pay all wages for all hours worked, (2) failed to provide compliant meal and rest periods or pay compensation in lieu thereof,

(3) failed to provide accurate itemized wage statements, and (4) failed to provide timely pay upon separation of employment. (*Id*.)

The Settlement Class includes 33 individuals who performed work in a non-exempt position for Defendant in California at any time during the Class Period. The following is a breakdown reflecting how the funds are allocated under the Settlement Agreement (Declaration of Nathalie Hernandez Regarding Notice and Settlement Administration ("Hernandez"), ¶ 14):

	Total Amount
Settlement Amount	$118,277.51
Attorneys' Fees (1/3)	$39,425.84.00
Litigation Costs	$16,953.90
Settlement Administrator Costs	$10,000.00
PAGA payment to LWDA (75% of $10k award)	$7,500.00
PAGA payment to aggrieved employees	$2,500.00
Class Representative Service Payment	$10,000.00
Net Settlement Amount	**$133,520.76**

Settlement Class Members who did not opt out of the Settlement in a timely manner will be deemed to participate in the Settlement and shall become Participating Class Members without having to submit a claim form or take any other action. Each Participating Class Member will receive a pro-rata share of the Net Settlement Amount according to the percentage of weeks he/she worked during the Class Period, such that the amount actually distributed to Participating Class Members will equal 100% of the Net Settlement Amount.

Assuming the Court approves all of the amounts in the Settlement, the average payment to each Participating Class Member is estimated to be approximately **$1,421.14,** and the highest payment is estimated to be approximately **$1,693.21**. (Hernandez ¶ 14.)

Thirty-three percent (33%) will be allocated as wages subject to withholdings of all applicable local, state, and federal taxes; and sixty-seven percent (67%) will be allocated as interest and as civil penalties (pursuant to, e.g., California Labor Code Sections 203 and 226) from which no taxes will be withheld. The Settlement Agreement provides that Defendant will fund the Settlement Amount within thirty (30) days after the Effective Date. Within seven days (7) thereafter, the Settlement Administrator shall issue payments to cover all court-approved payments, including payments to the Participating Class Members.

The Court granted preliminary approval of the Settlement on September 25, 2024. Inherent in the Court's grant of preliminary approval is a determination that the Settlement is presumptively fair and provides fair and reasonable benefits to the Settlement Class. Thereafter, the Settlement Administrator, ILYM, disseminated the Notice. (Hernandez ¶¶ 3-6.) The results of the notice process are set forth in The Declaration of O'Connor in Support of Plaintiff's Motion for Final Approval of Class Action Settlement and discussed in detail in Section III below. Nevertheless, the reaction to the Settlement was overwhelmingly positive, as **no** Settlement Class Member objected to the Settlement and no Settlement Class Member requested exclusion from the Settlement. This represents a **100%** participation rate by the Settlement Class. (Hernandez, ¶ 11.)

In light of this overwhelmingly positive reaction to the Settlement and its overall terms, it is clear that the Settlement, which was the product of arm's-length negotiations, is fair and reasonable and the parties therefore respectfully request that the Court grant final approval and enter the proposed judgment as requested. (See *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1800–1802 [class action settlements should be approved if they are fair and reasonable, and a low percentage of objectors and opt-outs is evidence of an agreement's fairness].)

IV. THE NOTICE PROCESS

A. Notice to the Settlement Class Members

Pursuant to the Court's Preliminary Approval Order and the Settlement Agreement, the parties directed the Settlement Administrator to review and update the Settlement Class Member addresses, mail the Court-approved Notice to the Settlement Class Members, and process their responses. (Hernandez, ¶¶ 3-5.)

Before mailing the Notice, the Settlement Administrator performed a National Change of Address search on all Settlement Class Members to determine if any had moved. (Hernandez, ¶ 6.)

On November 1, 2024, the Notice was sent via first-class mail to the 33 Settlement Class Members, advising them about the lawsuit and the Settlement. (Hernandez, ¶ 7). A total of only 2 Notices have been deemed undeliverable despite the Settlement Administrator's skip-tracing efforts. To date, the settlement administrator has not received any objections and zero requests for exclusion.

In accordance with California Rules of Court, rules 3.766 (d) and 3.769 (f), the Notice provided Settlement Class Members with (1) a brief explanation of the case; (2) an explanation of each Settlement Class Member's right to opt out of the Settlement Class; (3) an explanation of the process (and relevant deadlines) through which a Settlement Class Member could opt out of the Settlement Class; (4) notice about the binding nature of the Judgment for Settlement Class Members who do not opt-out; (5) an explanation of each Settlement Class Member's right to appear through counsel; (6) an explanation of each Settlement Class Member's right to appear at the fairness hearing and express views on the Settlement, i.e., object or otherwise respond; and (7) an explanation of each Settlement Class Member's right to participate in the Settlement and receive payment accordingly. (Attached hereto as **Exhibit "A"** to the Nathalie Hernandez Declaration is a true and correct copy of the Notice.)

B. <u>There are Zero Objections and Zero Requests for Exclusion</u>

California law makes clear that the percentage of objectors and opt-outs is an important factor in the Court's consideration of a proposed class action settlement. (See *Dunk*, *supra*, 48 Cal.App.4th at 1802.) Indeed, the Ninth Circuit and other federal courts recognize that in the final fairness analysis, the number or percentage of class members who object to the settlement is a significant factor. (*See Mandujano v. Basic Vegetable Prods., Inc*., (9th Cir. 1976) 541 F.2d 672, 677; *In re American Bank Note Holographics, Inc*. (SDNY 2001) 127 F.Supp.2d 418, 425 ["[i]t is well settled that the reaction of the class to the settlement is perhaps the most significant factor to be weighed in considering its adequacy.")

In this case, as noted above, there are <u>zero objections to the Settlement and zero requests for exclusion</u> from the Settlement--meaning all (100%) of the Settlement Class Members elected to participate in the Settlement. (Hernandez, ¶¶ 11-131.) Thus, the Settlement Class overwhelmingly viewed this as a fair and reasonable Settlement.

V. EVALUATION OF THE SETTLEMENT

It is axiomatic that California law strongly favors and encourages settlements. (See *Stambaugh v. Super. Ct.* (1976) 62 Cal.App.3d 231, 236.) This presumption in favor of settlement applies with particular force in the context of class actions. (See *Ferguson v. Lieff, Cabraser, Heimann & Bernstein* (2003) 30 Cal.4th 1037 (Kennard, J., concurring and dissenting) ["[p]ublic policy favoring settlement is especially weighty for class actions"]; *Bell v. Am. Title Ins. Co.* (1991) 226 Cal.App.3d 1589, 1607-1608 [affirming the trial court's approval of a class settlement and implicitly endorsing its citation of federal precedent for the notion that there is a "strong public policy in favor of settlement of class actions"]; see also *Franklin v. Kaypro Corp.* (9th Cir. 1989) 884 F.2d 1222, 1229, quoting *Van Bronkhorst v. Safeco Corp*. (9th Cir. 1976) 529 F.2d 943, 950 ["it hardly seems necessary to point out that there is an overriding public interest in settling and quieting litigation. This is particularly true in class action suits"].)

When entertaining a request for final approval of a class action settlement, a court's fundamental consideration is whether the settlement is fair, adequate and reasonable. (See *Dunk*, *supra*, 48 Cal.App.4th at 1801, fn. 7 [noting that state courts look to federal authority concerning the approval of class settlements]; California Rules of Court, rule 3.769 (g).)

Importantly, fairness is presumed when: (1) the settlement is reached through arm's-length bargaining; (2) investigation and discovery are sufficient to allow counsel and the court to act intelligently; (3) counsel is experienced in similar litigation; (4) the percentage of objectors and opt outs is small, and (5) the range of reasonableness of the settlement fund to a possible recovery in light of all attendant risks of litigation." (*Dunk* 1802.)

All five of these factors are discussed in detail below.

A. The Settlement Was Reached Through Informed Arms-Length Negotiation

Courts presume the absence of fraud or collusion in the negotiation of a settlement unless evidence to the contrary is offered. Thus, there is a presumption here that the negotiations were conducted in good faith. (*See*, 3 Alba Conte & Newberg, supra, at § 11.51.) The proposed Settlement here was the product of arm's-length negotiation before a highly experienced and reputable California wage and hour class action mediator, Steve Serratore, Esq., to reach a settlement. (Bokhour Decl. ¶ 26.)

Here, Plaintiff and Class Counsel have diligently investigated the claims raised in this litigation and, after considering the disputed factual and legal issues involved in this action, the risks attending further prosecution, and the benefits to be received pursuant to the compromise and settlement of the Action as set forth in the Settlement, concluded that the Settlement terms are fair, reasonable, and in the best interest of the Settlement Class. (Bokhour Decl. ¶ 27.)

As the Settlement Agreement itself reveals, there is no preferential treatment for any segment of the Settlement Class, as the Settlement is designed to fairly and adequately compensate all Settlement Class Members. Pursuant to California Rules of Court Rule 3.769(b), the parties have disclosed the agreed upon and proposed Attorneys' Fees, which are well within the range of reasonableness for matters of this nature. (Bokhour Decl. ¶ 28.)

B. Plaintiff's Investigation Was More Than Sufficient

As set forth at the time of preliminary approval, Class Counsels' extensive investigation into the facts and merits of the wage and hour claims alleged included analyzing substantial amounts of information, correspondence, documents, timekeeping records and payroll data, relevant wage and hour policies and procedures, and evidence relating to the class size and the commonality of the claims. During this process, Plaintiff and Class Counsel conducted investigations into the potential claims of the similarly situated employees, including interviewing multiple putative class members, as well as researched and investigated Defendant's defenses. Finally, Class Counsel synthesized and analyzed information provided by Defendant regarding the total Settlement Class Members, the number of current and former employees, and the number of employees who worked during various time periods and prepared comprehensive damages calculations regarding the wage and hour claims at issue. (Bokhour Decl. ¶ 29.)

C. Class Counsel Are Experienced in Similar Litigation and Endorse the Settlement

Class Counsel are experienced in this type of litigation, and they have (and hereby do) represent that this Settlement is fair and reasonable. (Bokhour Decl., ¶¶ 3-13; Declaration of Joshua Falakassa in Support of Plaintiff's Motion for Final Approval of Class Action Settlement

("Falakassa Decl." ¶¶ 3-8); *see 7-Eleven Owners for Fair Franchising v. Southland Corp.* (2000) 85 Cal.App.4th 1135, 1152 [Final approval of settlement affirmed where counsel were all experienced litigators with class-action experience and had recommended settlement based on the negotiated terms].)

D. <u>Reasonable Estimate of the Nature and Amount of Recovery</u>

Plaintiff's Motion for Preliminary Approval of Class Action Settlement contained a comprehensive *Kullar* analysis (which sufficiently provided the Court with "basic information about the nature and magnitude of the claims in question and the basis for concluding that the consideration being paid for the release of those claims represents a reasonable compromise." (*Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 133.) *Munoz v. BCI Coca-Cola Bottling Co. of Los Angeles* (2010) 186 Cal.App.4th 399, later clarified *Kullar* by noting that an explicit statement of the maximum theoretical amount that the class could recover was not part of the "basic information" that counsel was required to produce:

> Greenwell misunderstands *Kullar*, apparently interpreting it to require the record in all cases to contain evidence in the form of an explicit statement of the maximum amount the plaintiff class could recover if it prevailed on all its claims – a number which appears nowhere in the record of the case. But *Kullar* does not, as Greenwell claims, require any such explicit statement of value; it requires a record which allows "an understanding of the amount that is in controversy and the realistic range of outcomes of the litigation.

Of course, a settlement is not judged against what might have been recovered had a plaintiff prevailed at trial, nor does the settlement have to provide 100% of the damages sought to be fair and reasonable. (*Wershba v. Apple Computers, Inc*. (2001) 91 Cal.App.4th 246, 250.) ("Compromise is inherent and necessary in the settlement process … even if the relief afforded by the proposed settlement is substantially narrower than it would be if the suits were to be successfully litigated, this is no bar to a class settlement because the public interest may indeed be served by a voluntary settlement in which each side gives ground in the interest of avoiding litigation.")

In light of the uncertainties of protracted litigation, this negotiated Settlement reflects the best practicable recovery for the Settlement Class. While the total Settlement amount is, of course, a compromise figure, the potential risks and opportunities of both parties were effectively weighed and considered by the parties, resulting in a fair and equitable Settlement. Based upon detailed data obtained through discovery and information exchanges and factoring in claim certification probabilities and liability probabilities, Class Counsel formulated detailed damages models to evaluate the claims in preparation for mediation and to reach a realistic and reasonable resolution. (Bokhour Decl. ¶ 29.)

Of course, Defendant denies that any damages should be assessed and deny all of the value assessed by Plaintiff. (*Id.*) Notwithstanding these arguments, the Settlement commits Defendant to pay a Settlement Amount of $118,277.51 to settle the litigation.

VI. THE REQUESTED ATTORNEYS' FEES ARE FAIR, REASONABLE AND SHOULD BE AWARDED

For their efforts in creating a common fund for the benefit of the Settlement Class, the Settlement Agreement provides that Class Counsel may seek reasonable Attorneys' Fees of $39,425.84, which is one-third of the Settlement Amount. These fees are warranted under the law and within the range of fees commonly awarded in similar class action cases.

As shown herein, the requested percentage of one-third of the Settlement Amount as payment for Attorneys' Fees should be granted for several reasons, including the following: (1) one-third is the standard benchmark in California for class action settlements (see *e.g.*, *Chavez v. Netflix, Inc.* (2008) 162 Cal.App.4th 43, 66 n. 11 ("Empirical studies show that, regardless whether the percentage method or the lodestar method is used fee awards in class actions average around one-third of the recovery"); and (2) that the California Supreme Court recently held that the percentage of the fund method survives in California class action cases (*Laffitte v. Robert Half International, Inc.* (2016) 1 Cal.5th 480).

Accordingly, Plaintiff's Attorneys' Fees request should receive final approval.

A. Plaintiff is Entitled to Recover Reasonable Attorneys' Fees Under the Labor Code.

Plaintiff and the Settlement Class in this action are entitled to recover reasonable Attorneys' Fees and Costs under section 218.5 of the California Labor Code, which provides that, "[i]n any action brought for the nonpayment of wages … the Court shall award reasonable attorneys' fees and costs to the prevailing party."

In addition, Plaintiff and the Settlement Class are entitled to recover reasonable Attorneys' Fees pursuant to section 1194.2 of the Labor Code, which provides that, "… any employee receiving less than the legal minimum wage … applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage… including … reasonable attorney's fees, and costs of suit."

Plaintiff is further entitled to Attorneys' Fees and Costs under section 226(e) of the Labor Code (employee who prevails on claim for itemized wage statement violation "is entitled to an award of costs and reasonable attorneys' fees"); under PAGA (Labor Code § 2699(g), which provides "Any employee who prevails in any action shall be entitled to an award of reasonable attorney's fees and costs, including any filing fee paid"); and, potentially, section 1021.5 of the California Code of Civil Procedure.

B. <u>Class Counsels' Request for Fees Is Reasonable and Properly Calculated as a Percentage of the Common Fund</u>

Under the "common fund" doctrine, the request for Attorneys' Fees in the amount of 1/3 of the Settlement Amount is reasonable and appropriate, because (1) it is within the approved range for percentages awarded as attorneys' fees in similar cases; (2) it is supported by the high quality and amount of Class Counsels' work on this case and the positive results obtained for the Settlement Class; (3) the Settlement Class had sufficient notice of the attorneys' fee request; and (4) it is supported by the fact that this case was handled on a contingency basis and was undertaken despite numerous risks and expenses.

1. The Attorneys' Fees Requested Here Fall Within the Reasonable Range Awarded in Similar Cases Under the Well-established Common Fund Method

The California Supreme Court has approved trial courts' usage of the common fund method of awarding attorneys' fees in wage and hour class actions, like this one, and routinely uphold attorneys' fees requests of 1/3 of the total settlement amount obtained for the class. (*See*

Laffitte v. Robert Half Int'l Inc. (2016) 1 Cal. 5th 480, 506; *see also,* 4 Newberg on Class Actions, § 14:6 at 552 ("fee awards in class actions average around one-third of the recovery").

2. The High Quality of Work and Excellent Result Obtained Support the Award

In addition to the fact that a class benefit was created with a significant common fund, the fairness of the requested fee award of one-third of that common fund is supported by the high quality of work performed by Class Counsel and the favorable result obtained for the Class Members given the significant challenges faced by Plaintiff in this action. As the record demonstrates, Class Counsel conducted the litigation on behalf of the class in a competent, professional and efficient manner. In doing so, Class Counsel confronted substantial litigation risks with well-developed arguments, careful factual analysis and creative strategy to overcome legal obstacles, such as those created by challenging factual issues pertaining to each of the substantive claims. The effective legal work performed by Class Counsel, which resulted in a significant benefit for class members, justifies the one-third of the common fund that is requested as reasonable attorneys' fees.

Class Counsel diligently, efficiently, and creatively pursued this case and promptly reached a successful settlement for the benefit of the Class Members. Despite the numerous risks and obstacles afflicting Plaintiff's claims as detailed in the Plaintiff's Motion for Preliminary Approval of Class Action Settlement, Plaintiff's counsel crafted and negotiated a fair and reasonable Settlement Agreement for the benefit of the Class Members.

The fact that the settlement was embraced and supported by the Class Members, as evidenced by zero objections and no opt-outs out of 33 Class Members, demonstrates that the Class Members support the Settlement Agreement and results achieved by Class Counsel through the litigation of this matter.

Moreover, Class Counsel demonstrated considerable skill in obtaining such a significant settlement despite the numerous challenges in this case, which could have precluded any recovery. "Class Counsel demonstrated professional skills that benefited the class. In particular, Class Counsel presented carefully developed legal arguments, evaluated complex factual issues, and implemented an effective strategy in framing the litigation and negotiations. As a result, Class Counsel obtained a settlement that significantly benefits the class.

As a result of this litigation, the Class Members stand to receive a significant with nearly all of them receiving between .

3. Settlement Class Members Had Sufficient Notice of the Requested Fees

Rule 3.769 of the California Rules of Court requires that the Class Members be notified of any agreement regarding an application for attorneys' fees. Here, the Notice, preliminarily approved by the Court and distributed to the Settlement Class Members, apprised them that Class Counsel will ask for Attorneys' Fees of one-third of the Settlement Amount as reasonable compensation for the work Class Counsel performed and will continue to perform in this lawsuit through final approval. (Hernandez ¶ 8; Exh. A.)

The Notice also advised the Settlement Class Members of the procedures for objecting to the proposed Settlement and appearing at the settlement hearing, where they could present their objections to any aspect of the Settlement, including the amount of Attorneys' Fees to be awarded to Class Counsel. (*Litwin v. iRenew Bio Energy Solutions, LLC* (2014) 226 Cal.App.4th 877, 883 ["[p]rocedural due process requires that affected parties be provided with 'the right to be heard at a meaningful time and in a meaningful manner'"].) In accordance with the foregoing, it is respectfully submitted that the instant notice Complied with Rule 3.769 and, as a result, the Settlement Class Members' due process rights were fulfilled.

4. The Contingent Nature of Class Counsels' Representation of Plaintiff and the Settlement Class Further Supports the Fee Award at 1/3 of the Common Fund

An additional factor militating in favor of the granting of the requested fee award is the fact that this case was both legally and financially risky for Class Counsel. (*See Vizcaino v. Microsoft Corp* (9th Cir. 2002) 290 F.3d 1043, 1048-49.) Class Counsel has been representing the Settlement Class in this matter on a strictly contingency basis and as such, incurred the risk of non-recovery after a substantial investment of time, money, and resources and have done so since the inception of this case without any payment or compensation. Specifically, there was the prospect of enormous cost inherent in this class action litigation, as well as the prospect of a prolonged battle with one of the largest and most well-funded corporations that an experienced large law firm represented; the risk that Defendant could prevail on their arguments that the Settlement Class should not be certified; and the risk that Defendant could prevail on the merits of some or all of the claims.

If Plaintiff had lost this case, Class Counsel would have recovered nothing and would have lost its out-of-pocket costs.

Finally, the absence of any valid objections to the requested fee award, coupled with the 100% Class participation rate, also supports the appropriateness and reasonableness of the requested attorneys' fees. (*In re Heritage Bond Litigation* (C.D. Cal., June 10, 2005, No. 02-ML-1475 DT) 2005 WL 1594403, at *21 ["The absence of objections or disapproval by class members to Class Counsel's fee further supports finding the fee request reasonable."].)

5. A Lodestar Cross-Check Confirms the Reasonableness of the Fee Award

Despite recognized limitations of the so-called lodestar method, some California and federal courts acknowledge the utility of a lodestar "cross-check." [1](*Lealao, supra,* 82 Cal.App. 4th at 46-47.) Under the "lodestar multiplier" method of cross-checking the reasonableness of attorneys' fees in class actions, the court ascertains Class counsel's total "lodestar" amount by multiplying the number of hours reasonably expended by each attorney or legal staff member by their hourly rates, and then enhances or reduces this lodestar figure by a "multiplier" to account for a range of factors, such as the novelty or difficulty of the case, its contingent nature, and the degree of success achieved. *PLCM Group, Inc. v. Drexler* (2000) 22 Cal.4th 1084, 1095-96; *Press v. Lucky Stores, Inc*. (1983) 34 Cal.3d 311, 322; *Lealao, supra,* 82 Cal.App.4th at 43 [court has discretion to use a multiplier to ensure that the "fee awarded is within the range of fees freely negotiated in the legal marketplace in comparable litigation"].)

Historically, California courts have approved multipliers of 1.5 to 4. *See Coalition for*

[1] In practice, the lodestar method is difficult to apply, time-consuming to administer, inconsistent in result, and capable of manipulation. In addition, the lodestar creates inherent incentive to prolong the litigation until sufficient hours have been expended. Herr, David F., *Manual for Complex Litigation,* § 14.121 (1988); *See also In re Activision* (N.D. Cal 1989) 723 F.Supp 1373.

Los Angeles County Planning v. Board of Supervisors (1977) 76 Cal.App.3d 241, 251 (multiplier of 2+ approved); *Sternwest Corp v. Ash* (1986) 183 Cal.App.3d 74, 75. The multiplier requested by Class Counsel below is within the range of multipliers found to be appropriate by various federal and state courts in California. In *Sternwest Corp. v. Ash* (1986) 183 Cal.App.3d 74, for instance, the Court of Appeal remanded for a lodestar enhancement of "two, three, four or otherwise." *Id*. At 76; *see also Wershba*, 91 Cal.App.4th at 255 ("Multipliers can range from 2 to 4 or even higher"); *City of Oakland v. Oakland Raiders* (1988) 203 Cal.App.3d 78, 83 (affirming 2.34 multiplier); *Coalition for Los Angeles County Planning in the Pub. Interest v. Board of Supervisors*, 76 Cal.App.3d 241, 251 (affirming multiplier of approximately 2); *Craft v. County of San Bernardino*, 2008 U.S. Dist. LEXIS 27526 (C.D. Cal. Apr. 1, 2008) (applying 5.2 multiplier); *See also Steinder v. Am. Broadcasting Co., Inc*. (9th Cir. 2007) 248 Fed. Appx. 780, 783 (approving multiplier of 6.85 and citing cases with comparable or higher multipliers); *Vizcaino v. Microsoft Corp.* (9th Cir. 2002) 290 F.3d 1043, 1051 (finding no abuse of discretion in awarding a multiplier of 3.65). In *Torchia v. WW Grainger, Inc.* (E.D. Cal. 2014) 304 F.R.D. 256, 275-278, a federal magistrate in Fresno approved attorneys' fees of $550,000 constituting a 3.57 multiplier on class counsel's total lodestar of $153,856, in a wage and hour class action where class counsel expended 457.85 hours on the case, engaged in limited formal discovery, and where the case settled for $2,750,000 within one year from filing the Complaint with 909 class members claiming $1,305,200 and the remainder, except for the attorneys' fees and costs, reverting to the company.

As set forth in the declarations of Class Counsel submitted herewith, the actual aggregated lodestar between the attorneys working on this case is approximately $57,837.50, resulting in a negative multiplier, which is summarized in the following table and Declarations of Class Counsel:

Attorney	Experience	Hourly Rate	Hours	Total Lodestar
Mehrdad Bokhour	13 years	$700	45.5[2]	$31,850

[2] Includes an estimated 15 hours of additional work preparing for and attending the hearing (inclusive of finalizing and filing the motion, appearing at the hearing, addressing the Court's questions/concerns, submitting revised documents, responding to class members who are anxious to receive their check, and so on), as well as 20 hours in anticipated work to be performed after the final approval, working with counsel, administrator, and Class Members

Joshua Falakassa	21 years	$675	38.5	$25,987.50
Total Lodestar				**$57,837.50**

(See Bokhour Decl., ¶ 19, Falakassa Decl. ¶ 16.)

The hourly rates above are comparable to those of other attorneys with equal or similar experience, if not somewhat lower (i.e., the Laffrey Matrix at *www.laffeymatrix.com* indicates that the rate for a 4-year attorney to be $455/hour and a 12-year attorney at $742/hour). Moreover, the Wolters Kluwer 2017 Real Rate Report ("Real Rate Report") provides directly applicable information in this regard. The Real Rate Report is based on an enormous and statistically significant compilation of data: 25.8 million billing entries and 23.9 million hours billed by over 112,100 individual timekeepers from 4,620 law firms, totaling $9.02 billion in fees billed. (*See* Wolters Kluwer's ELM Solutions, Inc., 2017 Real Rate Report). The Real Rate Report then compiles and analyzes this data to provide the hourly rates for partners and associates in major metropolitan areas. For the southern California area, which is based on billing entries for 1,125 partners and 1,566 associates, the Real Rate Report states that: (a) the rates for partners in Los Angeles is between $640 and $869.75 per hour for the middle and upper quartiles, and (b) the rates for associates in Los Angeles is between $478.74 and $638.97 for the median and upper quartiles. And, perhaps most importantly, the information provided in the Real Rate Report is not based on self-reported numbers, surveys, sampling, reviews, or other publications – instead, the Real Rate Report is based on the actual hours and fees billed by law firms. These numbers are not surprising given that a 4-year-old article in the National Law Journal stated that in **2014** partners in Los Angeles charge an average of $665, while the average associate rate is $401. (Sloan, $1,000 Per Hour Isn't Rare Anymore; Nominal Billing Levels Rise, But Discounts Ease Blow (2014) Nat. Law Journal.)[3]. (Bokhour Decl., ¶ 24-26.)

Thus, not only are Plaintiff's Counsel's rates reasonable and typical, but the attorneys'

(which includes up to 1.5 years of case management relating to ensuring timely payment from Defendant, reviewing the calculations, checks are timely mailed, responding to class members questions about the timing of checks/missing checks/lost checks and remailings, working with the administrator regarding uncashed checks and remailings, assisting with the Administrator's declarations regarding payments and uncashed checks, potentially filing an amended judgment, appearing at the final disbursement hearing and/or submitting paperwork related thereto.

[3] The article notes that at Irell & Manella, the average partner rate is $890/hr; Mannatt, Phelps & Phillips is $740/hr; O'Melveny & Meyers is $715/hr; and Jeffer Mangels Butler & Mitchell is $690/hr. *Id.*

fees requested are in line with Plaintiff's Counsel's lodestar, all confirming that the fee request is fair and reasonable.

Class Counsel are also highly experienced in Class/PAGA litigation, including having been selected as a "Super Lawyers Rising Starts" in employment litigation on numerous occasions and having achieved one of the largest settlements in California in 2021, 2022 and 2023. (Bokhour Decl. ¶¶ 2-6; Falakassa Decl. ¶¶ 3-8). Indeed, Class Counsel's rates are typical of those charged by defense counsel with similar experience doing similar employment litigation in this region.

6. Public Policy Considerations Require the Award of Adequate Fees So Competent and Experienced Counsel Will Undertake Such Representations

In many complex actions such as this one, able counsel for plaintiffs can be retained only on a contingent basis. A large segment of the public would be denied a remedy and the ability to retain counsel to pursue low-value individual claims in actions such as the current case if fees awarded by the courts in successful cases did not fairly and adequately compensate counsel for the services provided, the serious risks undertaken, and the delay before any compensation is received.

Fair fee awards in successful cases ensure that competent legal services will be available. The complexity and societal importance of this type of litigation calls for the most able counsel obtainable for plaintiffs. To encourage first-rate attorneys to represent plaintiffs on a contingent basis in this type of important litigation, attorneys' fees awarded should reflect this goal. In its landmark decision, *Vasquez v. Superior Court* (1971) 4 Cal.3d 800, a unanimous Supreme Court noted:

> "Thirty years ago commentators, in urging the utility of the class suit to vindicate the rights of stockholders, made this incisive observation: 'Modern society seems increasingly to expose men to . . . group injuries for which individually they are in a poor position to seek legal redress, either because they do not know enough or because such redress is disproportionately expensive. If each is left to assert his rights alone if and when he can, there will at best be a random and fragmentary enforcement, if there is any at all. This result is not only unfortunate in the particular case, but it will operate seriously to impair the deterrent effect of the sanctions

> which underlie much contemporary law. The problem of fashioning an effective and inclusive group remedy is thus a major one.' [Citation.]" (*Vasquez v. Superior Court*, *supra*, 4 Cal.3d 800, 807.)

The same rationale applies to this litigation. The express judicial policy of California is to favor the maintenance of these types of representative actions. (See, e.g., *Sav-On Drug Stores, Inc. v. Superior Court* (2004) 34 Cal.4th 319, 340; *Pearce v. Superior Court* (1983) 149 Cal.App.3d 1058, 1065; *Kraus v. Trinity Management Services, Inc.* (2000) 23 Cal.4th 116, 126.)

One of the purposes for awarding fees in such a situation is:

> "[E]ncouragement of the attorney for the successful litigant, who will be more willing to undertake and diligently prosecute proper litigation for the protection of recovery of the fund if he is assured that he will be promptly and directly compensated should his efforts be successful." (*In re Stauffer's Estate* (1959) 53 Cal.2d 124, 132.)

Conversely, a reduction in attorneys' fees due to the size of the settlement in this case would create perverse incentives for class action attorneys—effectively penalizing them for obtaining more favorable results on behalf of the class. Public policy would be best served by encouraging class action attorneys to recover the greatest amount reasonably possible on behalf of the injured class members. The award of attorneys' fees as requested by Class Counsel would properly reward Class Counsel's efforts in advancing a 'clear public policy' and would encourage additional such efforts. These important public policy considerations support the Court's approval of the fee requested.

VII. <u>THE REQUESTED COSTS AND SERVICE PAYMENT ARE REASONABLE</u>

A. <u>The Requested Costs Are Reasonable and Merit Approval</u>

Class Counsels' actual costs through the final approval hearing are estimated to be $16,953.90, as reflected on the following chart:

Firm	**Costs**
Bokhour Law Group, P.C.	$16,953.90

(Bokhour Decl. ¶ 22.)

These costs include mediation, filing, expert, and process service fees. They are reasonable and uncontested.

B. The Requested Class Representative Service Payment is Reasonable and Merits Approval

A named plaintiff is an essential ingredient of any class action, and a service payment is appropriate to induce individuals to step forward and assume the burdens and obligations of representing the settlement class. Courts regularly approve service payments to compensate named plaintiffs for their service to the class and the risks they incurred during the course of the litigation. (*See, e.g., Bell v. Farmers Insurance Exchange* (2004) 115 Cal.App.4th 715, 726 (upholding "service payments" to named Plaintiff for their efforts in bringing class action); *Rodriguez v. West Publishing* (9th Cir. 2009) 563 F.3d 948, 959 (stating that incentive awards 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, sometimes, to recognize their willingness to act as a private attorney general.").

Under the Settlement, Defendant agreed to pay the Class Representative a Service Payment in the amount of $10,000 in recognition of his contributions as the Class Representative. Plaintiff came forward and undertook significant risk, including the risk of being blackballed in the industry, losing his job, and the risk that he could have been liable for Defendant's costs if he lost the case. This factor is significant for a relatively low wage earner, and the potential risk is very real. (*See Whiteway v. FedEx Kinkos Office & Print Svcs., Inc.* (N.D. Cal. Dec. 17, 2007) No. C 05-2320 SBA, 2007 WL 4531783, at *3 ("the few courts to consider this 'class representatives' dilemma' have not found it inequitable to assess costs upon the lead or named plaintiff in a class action.").)

As further detailed in Plaintiff's Declaration in Support of Preliminary Approval of Class Action Settlement on file with this Court, Plaintiff committed a significant number of hours to assist with the investigation, litigation, settlement processes of this case to assist on the matter. Plaintiff also spent considerable time to help prepare for and aid in the mediation. Finally, Plaintiff has entered into a general release of all claims against Defendant, whereas the Settlement Class Members only released the claims alleged. The requested Class Representative Service Payment of $10,000 to Plaintiff is reasonable, particularly in light of the substantial benefits Plaintiff generated for the Settlement Class Members, the risks he undertook, and in exchange for executing a general release against Defendant while giving up the right to separately pursue her individual wage and hour claims.

The Notice sent to each Settlement Class Member detailed the proposed Class Representative Service Payment. No Settlement Class Member objected to the proposed payment to Plaintiff. Thus, Plaintiff requests that the Court approve the service payments because it is both reasonable and appropriate.

VIII. OTHERS MATTERS RE: FINAL APPROVAL

A. Settlement Administration Costs

The parties agreed that the Settlement Administrator, ILYM Group, Inc., would be compensated for services performed. The Settlement Administrator's requested fee is $10,000. (Hernandez, ¶ 16.)

B. Uncashed Checks

The Settlement Agreement provides that un-cashed checks should be submitted to the State of California Unclaimed Property Fund after 180 days. The Proposed Order submitted herewith redirects the funds to the California State Controller's Office in the name of the Settlement Class Member.

C. Final Report

Defendant has thirty (30) days after Final Approval of the Settlement to fund the Settlement to the Settlement Administrator, who then has seven (7) days thereafter to process the funds and issue checks to the Settlement Class Members. Settlement Class Members will have 180 days to cash their checks. As such, the parties propose submitting a final report in the form of a declaration from the Settlement Administrator (setting forth the money that was actually paid to the Settlement Class Members and potentially the state's unclaimed property department) within 30 days of the check-cashing deadline.

D. Submission to the LWDA

As set forth in the Declaration of Mehrdad Bokhour in Support of Final Approval of Class Action Settlement at ¶ 24, the Settlement was previously submitted to the LWDA in accordance with Labor Code § 2699(l)(2).

IX. CONCLUSION

Plaintiff respectfully submits that the Settlement is fair, adequate, and reasonable and merits approval. This Motion is unopposed by Defendant. Based on the foregoing, Plaintiff requests that the Court grant this Motion and finally approve the Settlement.

Dated: June 25, 2025,

Respectfully submitted,

BOKHOUR LAW GROUP, P.C.
FALAKASSA LAW, P.C.

By: ______________________________

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