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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

NOE PONCE CEJA, individually and on
behalf of all others similarly situated,

Plaintiff,

v.

VENTURE DYNAMICS ENTERPRISES,
INC. and DOES 1 to 100,

Defendants.

Case No. 37-2022-00004908-CU-OE-CTL
Hon. Katherine Bacal
Dept. C-69

**MEMORANDUM OF POINTS AND
AUTHORITIES IN SUPPORT OF
PLAINTIFF'S MOTION FOR FINAL
APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT, ATTORNEYS'
FEES, COSTS, AND CLASS
REPRESENTATIVE ENHANCEMENT**

Date: March 15, 2024
Time: 1:30 p.m.
Dept.: C-69

Action filed: February 7, 2022

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I. INTRODUCTION

Class Counsel and Plaintiff have achieved a fair and just result in this litigation, embodied in the Settlement Agreement. The proposed Settlement provides substantial benefits to Class Members, none of whom requested exclusion from the class. The Settlement is the product of aggressive litigation of Class Counsel to obtain the best possible result for the Class Members. **100% of the money will be paid out as there is no reversion to Defendant and 100% of the class members are being paid, as no class members have opted out. Further, there are no objections made to the settlement.** The Declaration of Abigail Schwartz of Rust Consulting, Inc. (“Rust”) is filed concurrently herewith. The settlement of this action is fair, reasonable, and adequate and in the best interests of the Class. Accordingly, final approval should be granted.

II. ACTUAL SETTLEMENT VALUE

This settlement is of **\$1,000,000.00** on a gross non-reversionary basis. Plaintiff and the class allege they were subject to the Defendant's corporate policies and procedures. The Settlement provides monetary compensation to Class Members for alleged unpaid compensation, unpaid meal and rest period premiums, failure to provide compliant meal and rest periods, work expenditure reimbursement, compliant wage statements, interest thereon, PAGA penalties, and other penalties. Plaintiff and the class members/aggrieved employees allege they were not provided with statutorily mandated meal and rest breaks due to Defendants' failure to provide relief personnel or allow off-duty, off-premises breaks, given the security screenings test that were

This settlement is of **\$1,000,000.00** on a gross non-reversionary basis. Plaintiff and the class allege they were subject to the Defendant's corporate policies and procedures. The Settlement provides monetary compensation to Class Members for alleged unpaid compensation, unpaid meal and rest period premiums, failure to provide compliant meal and rest periods, work expenditure reimbursement, compliant wage statements, interest thereon, PAGA penalties, and other penalties. Plaintiff and the class members/aggrieved employees allege they were not provided with statutorily mandated meal and rest breaks due to Defendants' failure to provide relief personnel or allow off-duty, off-premises breaks, given the security screenings test that were

1 required off-the-clock. Further, Defendants allegedly failed to pay all overtime wages at the correct
2 regular rate, proper pay stubs, and waiting time penalties.

3 **III. CLASS MEMBER COMPENSATION**

4 Each class member will receive their settlement share. The total number of class members
5 in the original mailing of the Settlement Notice was 744. The average settlement share for the
6 entire class is approximately **\$758.28**. The largest settlement share will be approximately
7 **\$4,489.16. (Decl. Abigail Schwartz ¶19)** The final settlement shares per class member shall be
8 definitively calculated by the settlement administrator once this court enters an order finally
9 approving the settlement. This settlement amounts to a good wage and hour settlement. It speaks
10 volumes that there have been no objections to any term of the settlement and no requests for
11 exclusion from the class settlement.

12 **A. Class Representative Enhancement**

13 A class representative service payment of \$7,500.00 is requested for the class
14 representative Noe Ponce Ceja. The service payment takes into consideration the time, effort and
15 risks incurred by the Plaintiff in coming forward to litigate this matter on behalf of all class
16 members. Plaintiff, by bringing this action, has assumed considerable reputational risk. He has
17 litigated this case for over 2 years. The class representative has also signed a general release for
18 any and all claims, known or unknown, against Defendants and cannot pursue any other potential
19 claims as detailed in Plaintiff's Declaration filed on May 31, 2023, and his supplemental
20 declaration filed concurrently herewith. There have been no objections to the enhancement
21 request.

22 **B. Claims Administration And Status Of Notice Procedure**

23 Notice was sent to every class member via first-class mail by the Settlement Administrator
24 on December 8, 2023. Each Class Member's name, last known mailing address, social security
25 number, and number of workweeks during the applicable Class Period was provided by
26 Defendants to Rust through a review of Defendant's time and pay records. Rust performed further
27 searches on returned mail in an effort to locate each and every class member. Rust followed up
28 with additional mailings after updating address as a result of returned mail.

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1 **C. Attorneys' Fees And Costs**

2 Plaintiff is requesting attorneys' fees in the reasonable sum of approximately 33.33% of
3 the fund, for a total fee of \$333,333.33. Plaintiff's counsel has received preliminary approval of
4 the total costs amount up to \$25,000.00 in addition to settlement administration costs not to exceed
5 \$18,000.00 as detailed infra.

6 **D. Labor And Workforce Development Agency**

7 Payment in the sum of \$30,000.00, will be made to the Labor and Workforce Development
8 Agency ("LWDA") out of the \$40,000.00 allocated as the PAGA portion of the Settlement,
9 pursuant to the Settlement Agreement. The LWDA was served with Plaintiff's Preliminary
10 Approval papers on May 30, 2023, and this Court's Preliminary Approval Order on or about
11 February 15, 2024. (**Decl. Carney, Exh. 2**)

12 **E. Uncashed Funds**

13 Checks issued to Participating Class Members shall remain negotiable for a period of one
14 hundred and eighty (180) days from the date of mailing. To the extent any Participating
15 Settlement Class Members fail to cash settlement checks within 180 days of issuance, any
16 monies remaining in the distribution account shall be distributed to the Controller of the State of
17 California to be held pursuant to the Unclaimed Property Law, Civil Code Section 1500 et seq.,
18 for the benefits of those Settlement Class Members who did not cash their checks
19 until such time they claim their property. The parties agree that this disposition results in no
20 "unpaid residue" under Civil Procedure Code Section 384, as the entire Net Settlement Proceeds
21 will be paid out to Settlement Class Members, whether or not they all cash their settlement
22 checks.

23 **IV. OUTSTANDING RESPONSE**

24 There have been **no objections and no opt-outs** to the settlement as of the date of this
25 motion. The deadline to object or opt-out was February 9, 2024. All those that did not exclude
26 themselves, i.e., **744** class members, will be paid their share of the settlement. This response
27 speaks to the fairness, reasonableness, and adequacy of the Settlement.

28 /////

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1 **V. FINAL SETTLEMENT APPROVAL IS APPROPRIATE**

2 Pursuant to both state and federal rules of civil procedure a class action shall not be
3 dismissed or compromised without the approval of the court and notice of the proposed dismissal
4 or compromise shall be given to all members of the class in such manner as the Court directs. Rule
5 of Court 3.769. In deciding whether to grant final approval to proposed class action settlement,
6 the Court's overriding concern is whether the proposed settlement is "fair, adequate, and
7 reasonable." *Dunk v. Ford Motor Company* (1996) 48 Cal.App.4th 1794, 1801 (quoting *Officers*
8 *for Justice v. Civil Service Com.* 688 F.2d 615, 625, (9th Cir. 1982), cert. Denied (1983) 459 U.S.
9 1217).

10 **A. The Settlement Is Entitled To A Presumption Of Fairness**

11 A presumption of fairness exists where: 1) The settlement is reached through arm's length
12 bargaining; 2) Investigation and discovery are sufficient to allow counsel and the Court to act
13 intelligently; 3) Counsel is experienced in similar litigation; and 4) the percentage of objectors is
14 small. *Dunk v. Ford Motor Company* supra, 48 Cal.App.4th at 1802.

15 To prevent fraud, collusion or unfairness to the Class, the settlement or dismissal of a
16 class action requires Court approval. *Malibu Outrigger Bd. of Governors v. Superior Court*
17 (1980) 103 Cal.App.3d 573, 578-579. The purpose of the requirement is the protection of those
18 Class Members, including the named Plaintiff, whose rights may not have been given due regard
19 by the negotiating parties. *Officers for Justice*, supra, 688 F.2d at 624. The trial court has broad
20 powers to determine whether a proposed settlement in a class action is fair. *Mallick v. Superior*
21 *Court* (1979) 89 Cal.App.3d 434.

22 At the Final Approval Hearing, the Court should consider the relevant factors, such as the
23 strength of the plaintiffs' case, the risk, expenses, complexity and likely duration of further
24 litigation, the risk of maintaining class action status through trial, the amount offered in
25 settlement, the extent of discovery completed and the stage of the proceedings, the experience
26 and views of counsel, the presence of a governmental participant and the reaction of the Class
27 Members to the proposed settlement. *Officers for Justice*, supra, 688 F.2d at 624. "This list is not
28 exhaustive and should be tailored to each case. Due regard should be given to what is otherwise a

private consensual agreement between the parties." *Dunk v. Ford Motor Company*, supra, 48 Cal.App.4th at 1801.

B. The Settlement Was Reached Through Arm's Length Negotiations

On January 31, 2023, Plaintiff and Defendants (the "Parties") participated in an all-day mediation presided over by Steve Rottman, which led to the Class Action and PAGA Settlement Agreement. The Parties agreed to a settlement in principle at the mediation and executed a Memorandum of Understanding. This settlement was reached through arm's length negotiations after extensive informal and formal discovery. The Parties began negotiating the specific terms of the long form settlement after the mediation and were able to agree on all terms in the Class Action and PAGA Settlement Agreement (a true and correct copy of which is attached to the Declaration of Janelle Carney filed in support of Preliminary Approval on or about May 31, 2023, as Exhibit 1).

C. Sufficient Discovery And Investigation Has Been Completed To Warrant Settlement

The stage of the proceedings and the amount of discovery completed is an important factor which the Courts consider in determining the fairness, reasonableness, and adequacy of a settlement. In re *Warner Communications Sec. Litig.*, 618 F.Supp.735, 741 (S.D.N.Y. 1985), affd., 198 F.2d 35 (2d Cir. 1986); *Ellis v. Naval Air Rework Facility*, 87 F.R.D.15, 18 (ND Cal, 1980), affd., 661 F.2d 939 (9th Cir. 1981); *Boyd v. Bechtel Corp.*, 485 F.Supp.610, 616-17 (N.D. Cal.1979). Over the course of this litigation, Plaintiff's counsel propounded meaningful discovery, engaged in informal data exchange, including the Plaintiff's and class payroll records and sampling of time records, and reviewed of thousands of pages of documents, and hired an expert, as set forth in the Declaration of Janelle Carney in support of preliminary approval.

The settlement that has been reached is the product of tremendous effort, and expense by the parties and their counsel. Prior to engaging in Settlement discussions, Defendant produced data through formal discovery and informally through settlement privilege based on a requested demand by Plaintiff's counsel and voluminous documents, including time records, payroll records, the Plaintiff's personnel file, and Defendants' policies and procedures, as agreed to by the parties.

1 The class representative provided extensive information regarding the Defendants' business that
2 aided the parties reaching the ultimate settlement figure.

3 **D. Class Counsel Is Experienced And Endorses The Settlement**

4 Experienced counsel operating at arm's length, have weighed all of the foregoing factors
5 and endorse the proposed settlement. As the Courts have explained, the view of the attorneys
6 actively conducting the litigation, is "entitled to significant weight." *Fisher Bros. V. Cambridge-*
7 *Lee Industries, Inc.*, 630 F.Supp.482, 488 (E.D. Pa. 1985); see also *Ellis*, supra, 87 F.R.D. at 18;
8 *Boyd*, supra, 485 F.Supp. at 616-17. Class Counsel has experience in class actions and
9 employment litigation, and specifically in wage and hour class actions. (See **Decl. Carney; Decl.**
10 **Rose, filed May 31, 2023**) Class Counsel are experienced and qualified to evaluate the Class
11 claims and viability of the defenses. *Id.* The recovery for the class is substantial, given the risks
12 inherent in litigation and the defenses asserted. This settlement is fair, adequate and reasonable
13 and in the best interests of the Class. *Id.*

14 **E. No Objection And No Opt Outs Have Been Made To The Settlement**

15 There has not been a single objection to the settlement. The lack of objectors and the fact
16 that there have been no opt-outs is a testament to the fairness, reasonableness and adequacy of the
17 settlement.

18 **F. The Settlement Should Receive Final Approval**

19 In California, courts highly favor the settlement of class actions. In determining whether
20 to finally approve a class action settlement, California courts look to whether a proposed
21 settlement, taken as a whole, is fair, reasonable, adequate and in the best interests of the class.
22 See Cal. R. of Ct. 3.769; *Dunk v. Ford Motor Co.*, 48 Cal. App. 4th 1794, 1801 (1996). Among
23 the inter-related factors that the Court should consider are: (1) the strength of plaintiffs' case; (2)
24 the expense, complexity and likely duration of further litigation; (3) the benefits conferred by the
25 settlement; (4) the experience and views of counsel; (5) the extent of discovery completed and
26 the stage of the proceedings; and (6) the reaction of the class members to the proposed settlement.
27 *Wershba v. Apple Computer, Inc.*, 91 Cal. App. 4th 224, 244-245 (2001); *Dunk*, 48 Cal. App. 4th
28 at 1801. "The list of factors is not exclusive, and the court is free to engage in a balancing and
weighing of factors depending on the circumstances of each case." *Wershba*, 91 Cal. App. 4th at

245. The Declaration of Janelle Carney in support of preliminary approval filed on November 30, 2021, discussed the *Kullar v. Footlocker Retail, Inc.* (1996) 168 Cal.App.4th 116, 118 and *Dunk* factors in detail at ¶ 8, pp.15-21.

As courts have explained, “The proposed settlement is not to be judged against a hypothetical or speculative measure of what might have been achieved had plaintiffs prevailed at trial.” *Id.* at 246.

Compromise is inherent and necessary in the settlement process. Thus, 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.” *Id.* at 250 (quoting *Air Line Stewards, etc., Loc. 550 v. American Airlines, Inc.*, 455 F.2d 101, 109 (7th Cir. 1972)).

The standards for final approval are clearly met in this case.

VI. CLASS COUNSEL IS EXPERIENCED AND ENDORSES THE SETTLEMENT

Experienced counsel, operating at arm’s length, has weighed all of the foregoing factors, and endorses the proposed settlement. As the Courts have explained, the view of the attorneys actively conducting the litigation is “entitled to significant weight.” *Fisher Bros. V. Cambridge-Lee Industries, Inc.*, 630 F.Supp.482, 488 (E.D. Pa. 1985); see also *Ellis v. Naval Air Rework Facility*, 87 F.R.D.15, 18 (ND Cal, 1980); *Boyd v. Bechtel Corp.*, 485 F.Supp.610, 616-17 (N.D. Cal.1979). The three (3) lawyers working at the two (2) law firms representing the class have more than 53 collective years of experience as lawyers in the class action arena. This settlement is an excellent result for the 744 class members as it results in a gross non-reversionary settlement of **\$1,000,000.00** and the class representative and attorneys’ requests should be granted.

VII. THE CLASS REPRESENTATIVE’S ENHANCEMENT FEE IS REASONABLE AND SHOULD BE AWARDED

A class representative service payment of \$7,500.00 is requested for Plaintiff Noe Ponce Ceja. Class counsel strongly urges the Court to approve the service payment request. The service payment takes into consideration the time, effort and risks incurred by the named Plaintiff in coming forward to litigate this matter on behalf of all class members. The class representative essentially risked his future employability and primary source of income to bring this lawsuit on

1 behalf of the class. As detailed in Plaintiff's Preliminary Approval declaration, he gave up viable
2 individual claims to represent the class in the case.

3 The Class Representative reviewed hundreds of pages of documents during the pendency
4 of the case, including participating in the review of the informal discovery used for mediation,
5 providing documents, and providing invaluable information regarding Defendant's policies and
6 payroll practices, and was available during the mediation to continue to answer questions. Plaintiff
7 has always responded to calls and emails to aid in this case. The named Plaintiff substantially
8 helped the class lawyers and was always a champion for the class members. The Defendants have
9 not opposed the requested service payment to the class representative. Further, there have been
10 no objections to the requested amount.

11 Incentive awards "are fairly typical in class action cases." *Cellphone Termination Fee*
12 *Cases*, 186 Cal. App. 4th 1380, 1393 (2010) (affirming incentive awards of \$10,000); *Rodriguez*
13 *v. West Publishing Corp.*, 563 F.3d 948, 958 (9th Cir. 2009), citing 4 *Newberg on Class Actions*
14 (4th ed. 2002) §11:38, and Eisenberg & Miller, *Incentive Awards to Class Action Plaintiffs: An*
15 *Empirical Study*, 53 UCLA L. Rev. 1303 (2006). Incentive awards "are intended to compensate
16 class representatives for work done on behalf of the class, to make up for financial or reputational
17 risk undertaken in bringing the action, and, sometimes, to recognize their willingness to act as a
18 private attorney general." *Rodriguez*, 563 F.3d at 958–59. "[T]he rationale for making
19 enhancement or incentive awards to named plaintiffs is that they should be compensated for the
20 expense or risk they have incurred in conferring a benefit on other members of the class." *Clark v.*
American Residential Services LLC, 175 Cal. App. 4th 785, 806 (2009).

21 The incentive award is reasonable in light of Plaintiff's services as a class representative.
22 Indeed, but for Plaintiff's services, it is unlikely that any other Class Member would have come
23 forward to represent the interests of the class as to the causes of action that were litigated herein.
24 Class Members would have recovered nothing for their claims, and with the passage of time, the
25 claims in controversy would have been barred. The incentive award is thus fair and reasonable
26 compensation for Plaintiff's efforts in bringing the action, assisting counsel with the review of
27 discovery and regularly conferring with counsel on the status of his case and the strategies for
28 prosecuting his claims. Plaintiff deserves the requested incentive award because he "remained

1 fully involved and expended considerable time and energy during the course of the litigation.” *See*
2 *Schaffer v. Litton Loan Servicing, LP*, No. 05-07673- MMM, 2012 U.S. Dist. LEXIS 189830, *61
3 (C.D. Cal. Nov. 13, 2012) (citation omitted). The incentive award is also appropriate because
4 Plaintiff would otherwise “not gain any benefit beyond that he [or she] would receive as an
5 ordinary class member.” *See In re Toys “R” Us FACTA Litig.*, 295 F.R.D. at 472; *Van Vranken v.*
6 *Atlantic Richfield Co.*, 901 F. Supp. 294, 299 (N.D. Cal. 1995) (holding that a substantial award is
7 appropriate where a class representative’s claim made up “only a fraction of the common fund.”).
8 Absent the incentive award, Plaintiff will recover no more than other Class Members, despite
9 undergoing personal sacrifices in bringing this suit on behalf of the Class. The incentive award is
10 also justified in light of the general release that he was required to sign. (Civ. Code § 1542 general
11 release that Plaintiff is required to provide Defendant as a condition of settlement.) Under the Cal.
12 *Civ. Code* § 1542 release, Plaintiff will release any and all claims he may have against Defendants
13 arising out of his employment. This general release is considerably broader than the separate,
14 narrower release required of the Class, a consideration that further supports the requested incentive
15 awards. (**Decl. Carney ¶¶ 17, 32, 34**). Plaintiff submitted a declaration in support of preliminary
16 approval on or about May 31, 2023 and is filing a supplemental declaration concurrently herewith.

17 Separately, the incentive awards are justified in light of the reputational risk that Plaintiff
18 has assumed in bringing an action against a former employer. *See Guippone v. BH S&B Holdings*
19 *LLC*, 2011 U.S. Dist. LEXIS 126026, at **4, 20 (S.D.N.Y. Oct. 28, 2011) (“[T]he fact that a
20 plaintiffs have filed a federal lawsuit is searchable on the internet and may become known to
21 prospective employers when evaluating the person . . . Even where there is not a record of actual
22 retaliation, notoriety, or personal difficulties, class representatives merit recognition for assuming
23 the risk of such for the sake of absent class members.”). Employers commonly screen employee
24 candidates to determine whether they have ever filed suit, and employee candidates who might be
25 branded “litigious” are likely to be screened out of the process. (**Decl. Carney ¶17**).

26 By bringing this action, Plaintiff has assumed considerable reputational risk that may
27 impact his ability to find employment in the near and distant future, especially in the small
28 community in which Plaintiff was employed. Long after this action is forgotten by Class Members,

1 Plaintiff will have to endure the risk of being branded "litigious" by prospective employers and
2 may have employment applications rejected on that basis alone.

3 The requested incentive award is fair, adequate, and reasonable compensation for
4 Plaintiff's services on behalf of the Class and for the risks and personal sacrifices he assumed and
5 endured. The enhancement should be awarded for the Plaintiff's commitment and dedication to
6 the litigation and for his work performed. Plaintiff was unwilling to settle the class action until
7 he felt it was in the best interests of the Class. Furthermore, this litigation has resulted in a valuable
8 benefit to the 744 Class Members who are participating because of the named Plaintiff. The total
9 number of class members is 744. Assuming the opt out rate remains at zero, and assuming
10 everything is approved as is, the average settlement share for the entire class is **\$758.28**. The
11 largest settlement share will be approximately **\$4,489.16**. **Schwartz Decl ¶**

12 Additionally, Plaintiff risked a potential judgment against him if this matter was
13 unsuccessful. Case law holds that a losing party is liable for the prevailing party's costs. Therefore,
14 the Class Representative could have been liable for tens of thousands of dollars if this case was
15 unsuccessful. Few individuals are willing to take this risk, and Plaintiff was a champion on behalf
16 of others' cause with potential monetary risks which were very significant. Accordingly, the
17 request is fair and reasonable and should be awarded.

18 It is noted that in *Garner v. State Farm Mut. Auto. Ins. Co.*, 2010 U.S. Dist. LEXIS
19 49477 the Court indicated a \$20,000 enhancement award was "well justified," given the plaintiff
20 lent "her name to this case, and thus subjecting herself to public attention. . . devoted
21 considerable time and attention to this case for the benefit of the Class." *Garner supra* at *46 (N.D.
22 Cal. Apr. 22, 2010).

23 **VIII. PLAINTIFF'S REQUEST FOR ATTORNEYS' FEES AND COSTS**
24 **SHOULD BE APPROVED**

25 Plaintiff seeks court approval of attorneys' fees in the sum of \$333,333.33, which equals
26 33.33% of the total settlement of \$1,000,000.00, plus costs not to exceed \$25,000.00. The court
27 should grant Plaintiff's request for the following reasons:
28

1 1. Class counsel has obtained a favorable settlement for the class members as
2 evidenced by the following facts:

3 a. 100% of the \$1,000,000.00 gross settlement fund will be paid;

4 b. All class members received notice of the amount of attorneys' fees and costs that
5 would be requested and there have been no objections and no opt outs to date.

6 2. The percentage of recovery method for determining attorneys' fees is the preferred
7 method in a common fund case.

8 3. The settlement amount is **non-reversionary** and 33.33% of the common fund
9 results in \$333,333.33, a reasonable fee request under the circumstances of this case.

10 4. A lodestar "cross check" also supports the fee request in this case. Currently, there
11 are four (4) attorneys' hours and paralegal hours spent between the two (2) firms for an
12 approximate lodestar of **\$305,682.50**. It is anticipated that Plaintiff's counsel will spend another
13 fifteen (15) hours through the remainder of the notice period and thereafter to ensure Plaintiff and
14 the class receive their settlement checks after final approval, including post approval filings. (**Decl.**
Carney ¶26) (Decl Rose)

15 **IX. PLAINTIFF'S REQUEST FOR ATTORNEYS' FEES AS A PERCENTAGE**
16 **OF THE RECOVERY SHOULD BE APPROVED BECAUSE THIS IS A COMMON FUND**
17 **CASE**

18 Class Counsel's application for an award of attorneys' fees in an amount of 33.33% of the
19 settlement created on behalf of the Class is fair and reasonable. The requested fee falls on the lower
20 end of the Ninth Circuit's historical benchmark for attorneys' fees of 20% to 50% of a common
21 fund and is fair compensation for undertaking complex, risky, expensive, and time-consuming
22 litigation on a contingent basis. Further, the Class Representative signed a contingent fee
23 agreement allowing for a fee up to 35% of the total fund and reimbursement of actual litigation
24 costs (**Decl. Carney ¶20**).

25 The requested fees are extremely reasonable, based on the results achieved for the Class
26 Members. Class Counsel respectfully requests that the Court enter an Order to that effect. Class Counsel
27 seeks a fee award calculated as a percentage of the total value of settlement, for the successful prosecution
28 and resolution of this action. California state and federal courts have recognized that an appropriate

1 method for determining award of attorneys' fees is based on a percentage of the total value of benefits to
2 Class Members by the settlement, not the amount claimed. (*Serrano v. Priest* (1977) 20 Cal.3d 25, 34;
3 *Boeing Co. v. Van Gemert*, 444 U.S. 472, 478 (1980); *Vincent v. Hughes Air West, Inc.*, 557 F.2d 759,
4 769 (9th Cir. 1977). The purpose of this equitable doctrine is to avoid unjust enrichment of counsel and
5 to "spread litigation costs proportionally among all the beneficiaries so that the active beneficiary does
6 not bear the entire burden alone." *Id.* at 769.

7 In *Laffitte v. Robert Half International Inc.* (2016) 1 Cal.5th 480, 503, the California Supreme
8 Court affirmed the court of appeal decision and held that trial courts may grant attorneys' fees in a
9 common fund case based on a percentage of the recovery. The *Laffitte Court* explained:

10 We join the overwhelming majority of federal and state courts in holding that when
11 class action litigation establishes a monetary fund for the benefit of the class members,
12 and the trial court in its equitable powers awards class counsel a fee out
13 of that fund, the court may determine the amount of a reasonable fee by choosing an
14 appropriate percentage of the fund created. The recognized advantages of the
15 percentage method—including relative ease of calculation, alignment of incentives
16 between counsel and the class, a better approximation of market conditions in a
17 contingency case, and the encouragement it provides counsel to seek an early settlement
18 and avoid unnecessarily prolonging the litigation...—convince us the percentage
19 method is a valuable tool that should not be denied our trial courts. *Id.*

20 Under the "common fund" doctrine, "a litigant or a lawyer who recovers a common fund for the
21 benefit of persons other than himself or his client is entitled to a reasonable attorney's fee from the fund
22 as a whole." *Boeing, supra*, at 478. The Supreme Court explained:

23 The doctrine rests on the perception that persons who obtain the benefit of a lawsuit without
24 contributing to its cost are unjustly enriched at the successful litigant's expense. Jurisdiction
25 over the fund involved in the litigation allows a court to prevent this inequity by assessing
26 attorney's fees against the entire fund, thus spreading fees proportionately among those
27 benefited by the suit. (*Id.* [citation omitted].)

28 Thus, the common fund doctrine ensures that each member of the class contributes
proportionately to the payment of attorneys' fees recovered from monetary payments that the prevailing
party recovered in the lawsuit. "Put another way, in common fund cases, a variant of the usual rule applies
and the winning party pays his or her own attorneys' fees; in fee-shifting cases, the usual rule is rejected
and the losing party covers the bill." *Stanton v. Boeing*, 327 F.3d 938 (9th Cir. 2003) at 967, citing

1 *Wininger v. SI Mgmt. L.P.*, 301 F.3d 1115 (9th Cir. 2002). In a typical “common fund” case, the defendant
2 pays the entire lump sum settlement and has no further interest in the amount of the fee award, as any
3 reduction in the fee award reverts to the class members. *Stanton, supra*, at 971. The common fund
4 doctrine is predicated on the principle of preventing unjust enrichment. When a litigant’s efforts create
5 or preserve a fund from which others derive benefits, the court may spread litigation costs proportionally
6 among all the beneficiaries to compensate those who created the fund. Further, the Rutter Group’s
7 *California Practice Guide: Civil Trials and Evidence* acknowledges the applicability of the common
8 fund doctrine and describes it as follows: “Where the lawsuit results in the recovery of a fund or property
9 benefitting others as well as the plaintiff (e.g., a class action), the court has inherent equitable power to
10 order Plaintiff’s attorney’s fees paid out of the common fund or property.” [See *Serrano, supra*, at 35.]

11 Such ‘fee spreading’ assures that all those benefited by the litigation pay their fair share of
12 obtaining the recovery. *Lealao v. Beneficial Calif., Inc.* (2000) 82 Cal.App.4th 19, 26 (“Percentage fees
13 have traditionally been allowed in such common fund cases.” *Id.* at 27.) Despite dicta in one California
14 court of appeal case critical of percentage fee awards, the Supreme Court has long approved of awarding
15 fees as a percentage of the settlement. *Serrano, supra*, at 35, describing percentage fee awards, has never
16 been overruled, and remains good law.

17 The most extensive California Court of Appeal discussion of class fee awards appears in *Lealao*,
18 *supra*, 82 Cal.App.4th at 27. *Lealao* applied a lodestar analysis in favor of a percentage of the settlement
19 recovery, but did not disapprove of percentage fee awards. Since *Serrano*,² there has been a “groundswell
20 of support for mandating the percentage-of-the-fund approach in common fund cases.” *Id.* In a case
21 affirming the denial of fees to a successful objector to a class action settlement, *Consumer Cause, Inc. v.*
22 *Mrs. Gooch's Natural Food Markets, Inc.* (2005) 127 Cal.App.4th 387, the court discussed the common
23 fund doctrine developed by the U.S. Supreme Court: “The common fund doctrine, frequently applied in
24 class actions when the efforts of the attorney for the named class representatives produce monetary
25 benefits for the entire class, is rooted in the ‘historic power of equity to permit ... a party preserving or
26 recovering a fund for the benefit of others in addition to himself, to recover his costs, including his
27 attorneys’ fees, from the fund or property itself or directly from the other parties enjoying the benefit.”
28 (*Id.* at 397.)

1 Thus, California cases, including the California Supreme Court ruling in *Laffitte, supra*, have
2 affirmed the continued validity of percentage fee awards in class action cases. Under these principles, a
3 percentage of the common fund fee award is properly based on the total settlement value of
4 \$1,000,000.00. For Class Counsel, the fees here were wholly contingent in nature and the case presented
5 far more risk than the usual contingent fee case. There was the prospect of the enormous cost inherent in
6 class action litigation, as well as a long battle with a corporate Defendants. That prospect has previously
7 become reality, in both trial courts and the Court of Appeals in other wage and hour Class litigation.
8 Class Counsel risked not only a great deal of time, but also a great deal of expense to ensure the successful
9 litigation of this action on behalf of all Class Members.

10 Federal cases discussing and approving percentage fee awards in class cases are legion
11 (See, e.g., *Boeing Co. v. Van Gemert*, 444 U.S. 472, 478 (1980); *Staton v. Boeing Co.*, *supra*, 327
12 F.3d at 938; *Vizcaino*, *supra*, 290 F.3d 1043; *Vincent v. Hughes Air West, Inc.* (9th Cir. 1977) 557
13 F.2d 759, 769.) The present case is a classic common fund case. Here, Plaintiff's counsel created
14 a non-reversionary settlement fund of \$1,000,000.00 for the benefit of the class members. The
15 fund was created by counsels' efforts. *Serrano*, *supra*, 20 Cal.3d at 35. The settlement mandates
16 that Defendants fund the settlement. See *Id.* The value of the fund is easily calculable. *Id.*

17 **1. The Percentage of Recovery Method Promotes Important Values in the** 18 **Judicial System**

19 Numerous authorities have advocated the use of the percentage of recovery ("POR")
20 method because it promotes important values in the administration of justice. See *Federal Courts*
21 *Study Committee Report_105* (1990) (Judge Joseph F. Weiss, Chair); Third Circuit Report, 108
22 F.R.D. at 255. POR emphasizes the results achieved rather than the time spent on the case. POR
23 more congruently aligns the interests of the attorney and the class by avoiding many of the conflicts
24 of interest the Lodestar method can generate. See *In Re Brooktree Sec. Litig.* (S.D. Cal. 1996) 915
25 F.Supp. 193, 196. The POR method also economizes scarce judicial resources. *Coffee,*
26 *Understanding the Plaintiff's Attorney: The Implications of Economic Theory for Private*
27 *Enforcement of Law Through Class and Derivative Actions*, 86 Colum. L. Rev. 669, 724-25 (1986)
28 (cited with approval in *In Re Activision Sec. Litig.*, *supra*, 723 F. Supp. at 1376 (use of percentage

1 recovery method decreases the burden imposed upon the court by other fee award methods);
2 *Swedish Hosp. Corp.*, 1 F.3d at 1269 (POR is less demanding of scarce, judicial resources).

3 By using the POR approach, the court examines the proposed percentage of recovery to
4 determine whether it falls within the acceptable range of a reasonable fee under the POR approach.
5 Then, the court makes an inquiry to determine whether any special circumstances exist that warrant
6 an increase or decrease from the accepted benchmark figure. See generally *In Re Activision Sec.*
7 *Litig.*, supra, 723 F. Supp. at 1377-1379.

8 **2. The California Supreme Court Has Approved Use of the POR Approach**

9 The California Supreme Court approved the use of the POR approach. *Laffitte*, supra 1
10 Cal.5th 480, 503; *Sanders v. City of Los Angeles*_(1970) 3 Cal. 3d 252, 262. In *Sanders*, Class
11 Counsel had succeeded in creating a common fund to pay compensation to city employees. The
12 trial court held that the case was a proper one for surcharging the common fund and ordered that
13 Class Counsel be awarded fees based on a percentage of the recovery from the common fund. *Id.*
14 at 261. The court thus permitted recovery on a percentage basis (which is the same percentage as
15 Class Counsel seeks in this case). See Richard M. Pearl, *California Fee Awards (Second)* § 11.11
at 11-17.

16 **3. A Recovery of 33 1/3 % of the Common Fund Constitutes a Reasonable Fee**

17 As a general rule, an award of attorneys' fees of between 25% and 35% of a common fund
18 constitutes a reasonable fee. In the following cases in California, courts awarded between 25 and
19 35 percent: *Hayes v. Haushalter (In re FPI/Agretech Sec. Litig.)* (9th Cir. 1997) 105 F.3d 469 (25%
20 and 35%); *Pacific Enterprises Sec. Litig.*, (9th Cir. 1995) 47 F. 3d 373 (33% of 12 Million
21 settlement); *In re Tuscon Elec. Co. Sec. Litig.*, (9th Cir. 1993) 8 F. 3d 1370, 1379 (25% of \$30
22 million); *Antonopulos v. North Am. Thoroughbreds, Inc.*, (S.D. Cal. 1991) [1991] Fed. Sec. L.
23 Rep. (CCH) ¶ 96,058 (33%); *Roberts v. Heim* (N.D. Cal. 1991) [1991] Fed. Sec. L. Rep. (CCH) ¶
24 96,221 (30% of partial settlement of \$17.75 million).

25 **X. THE ATTORNEYS' FEES ARE REASONABLE EVEN UNDER A** 26 **LODESTAR ANALYSIS**

27 Once it is determined that the POR approach is proper, analysis of other lodestar/factor
28

1 considerations are not necessary. Nevertheless, such factors, if considered would support the fees
2 requested in this case.

3 **1. The Results Achieved**

4 “The quality of work performed in a case that settles before trial is perhaps best measured
5 by the benefit obtained.” *In re Warner Communications Sec. Litig.* (S.D.N.Y. 1985) 618 F.Supp.
6 735, 748. See also *Manual for Complex Litigation (Third)*, § 24.121 at p. 204 (stating that size of
7 the fund should be given the most emphasis). The common fund is itself the measure of success
8 and represents the benchmark from which a reasonable fee will be awarded. *Newberg and Conte,*
9 *Newberg on Class Actions*, 4th ed. § 14.6 at p. 550. In the case at bar, the settlement is favorable to
10 the class members and gives them a substantial portion of the total settlement. This is not a
11 “coupon” settlement but will put money in the hands of the class members who continued to work
12 in the industry.

13 **2. The Risks of the Litigation**

14 It has been recognized that one of the primary factors justifying a contingency fee award,
15 not dependent solely on the amount of time expended, is the attendant risks inherent in the
16 litigation. As observed in *City of Detroit v. Grinnell Corporation*, (2d Cir. 1974) 495 F.2d 448,
17 470:

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

23 The need to fairly compensate attorneys who undertake risky litigation on behalf of
24 Plaintiff classes was also noted in *Muehler v. Land O'Lakes, Inc.*, (D. Minn. 1985) 617 F.Supp.
25 1370, 175-76 where, in justifying the award of fees representing 35% of the recovery fund, the
26 court observed:

27 If the plaintiffs' bar is not adequately compensated for its risk, responsibility, and effort
28 when it is successful, then effective representation for plaintiffs in these cases will
disappear . . .

1 It is clear that prosecuting class action wage and hour cases on behalf of Plaintiffs on a
2 contingency basis is a risky business. There is no certainty that the class will be certified, or even
3 if that hurdle is overcome, that Plaintiffs will prevail on the merits, or even if that hurdle is
4 overcome, that the amount of damages, which can be established justifies the time and costs.
5 Plaintiffs' attorneys who take these cases not only risk losing and receiving no fees, but they also
6 risk not being reimbursed for costs. Moreover, even if they win, it may take years and years to
7 obtain any recovery. In the case at bar, there was a real risk of never recovering any monies for
8 the class due to various factors in wage and hour litigation.

9 The risks can be illustrated by the reported decisions in other wage and hour class action
10 cases in which defendants prevailed, either on the merits, or on class certification, and despite
11 Plaintiff's attorneys devoting hundreds, if not thousands of hours to the case, and tens of thousands
12 of dollars in costs, they received nothing. Some recent examples of such cases are: *Areso v.*
13 *CarMax, Inc.* (2011) 195 Cal.App.4th 996; *Sotelo v. Median News Group, Inc.* (2012) 2012 WL
14 1955054; *Kirby v. Immoos Fire Protection, Inc.* (2012) 53 Cal.4th 1244; *Miller v. Farmers*
15 *Insurance* (2007) 481 F.3d 1119; and *Dunbar v. Albertson's, Inc.* (2006) 141 Cal.App.4th 1422.
16 Adding to the risk was the fact that Defendants were represented by Armstrong Teasdale, a
17 prominent law firm with extensive experience in defending wage and hour class actions. The
18 quality of opposing counsel is another factor to utilize in determining attorney's fees. As the court
19 stated in *In Re Equity Funding Corp. Sec'l. Litig.* 438 F.Supp 1303, 1337 (C.D. Cal 19787)
20 "Plaintiffs' attorneys in this class action have been up against established and skillful defense
21 lawyers, and should be compensated accordingly." There have been two (2) firms who contributed
22 to the success of this case. Further, Plaintiff's counsels' firms incurred substantial costs and time
23 in prosecuting this action and getting this case to early resolution. Class counsel risked not only a
24 great deal of time, combined the two (2) firms have spent approximately 487.99 hours to date.

25 To summarize Plaintiff's lodestar request, Plaintiff's counsels' time summaries show that they
26 will have worked approximately 487.99 hours on this case. They request the Court find that their requests
27 of \$850.00 an hour for Janelle Carney of Janelle Carney – Attorney at Law, APC; \$650.00.00 an hour
28 for Manny Starr, \$800 an hour for Adam Rose of Frontier Law Center, are fair and reasonable. See
Supplemental Declarations of Carney and Rose.

At the requested rates, this results in a total lodestar amount of \$305,682.50. Further, the total amount of attorneys' fees requested in this matter and preliminarily approved on October 6, 2023, is \$333,333.33. As such the fee split is as follows:

Janelle Carney – Attorney at Law, APC	(50%)	\$166,666.66
Frontier Law Center	(50%)	\$166,666.67
Total Fee Request		\$333,333.33

Plaintiff's counsel has also invested substantial costs to ensure the successful mediation of this action on behalf of all class members, including hiring an expert. Plaintiff's counsel advanced and incurred costs that will not exceed the allocated \$25,000.00, not including claims administration costs and will continue to accrue costs through final distribution of approximately \$750.00. (The total costs requested will not exceed the settlement agreement amount of \$25,000.00). To date, the total costs incurred by counsel are **\$20,108.03** See **Decl. Carney, ¶15; Decl. Rose)**

XI. THE DEGREE OF COMPETENCE AND SKILL OF COUNSEL

The attorneys representing the class representative have more than 53 years of combined experience in the area of employment and labor law. Plaintiff's counsels' firm has been involved in many other class actions and employment matters. The two (2) law firms collectively have extensive experience and recognized expertise in class action matters. The class counsels' qualifications, along with the qualifications of the attorneys at each law firm, who rendered services on this matter, are set forth in their declarations filed with preliminary approval on or about May 31, 2023.

Class Counsels' request for a fee of 33.33% of the common fund is consistent with, and indeed comparable to customary fee arrangements in private litigation, which generally ranges from 30% to 40%. Class Counsel is entitled to the fee they would have received had they handled a similar suit on a contingent fee basis with a similar outcome. *In re Continental Illinois Sec.* (7th Cir. 1992) 962 F.2d 566, 572. The court should consider the nature of the contingent agreements between counsel and the class representatives. See *Kirkorian v. Borelli*, 695 F.Supp. (N.D. Cal. 1988) 446, 455-456 (looking to the contingency fee agreements between counsel and members of the class for guidance). These agreements are relevant because “[i]n common fund cases, it is

1 reasonable that the fee award will be within those percentage ranges, based on historic and
2 prevailing market rates for contingent representation.” *In re M.D.C. Holdings Sec. Litig.* (1990)
3 U.S. Dist. Lexis 15488 Citing: Fed. Sec. L.Rep. (CCH) ¶ 66,995 (stating that “in private contingent
4 litigation, fee contracts have traditionally ranged from 30% to 40% of the total recovery. If this
5 were a non-representative litigation, the customary fee arrangement would be contingent, on a
6 percentage basis, and in the range of 30% to 40% of the recovery.”)

7 In prosecuting this action, Plaintiff’s counsel vindicated an important public policy. The
8 wage provisions of the Labor Code, as well as the other Labor Code sections alleged to have been
9 violated, constitute an important public policy in this State. Moreover, the State relies on the
10 private enforcement of these rights in order to vindicate this public policy.

11 **XII. THE TOTAL HOURS WORKED ON THIS CASE AND A LODESTAR**
12 **ANALYSIS**

13 Although counsel believes that the overwhelming authority supports a POR approach,
14 counsel is providing the number of hours devoted to this case, counsels’ hourly rates, and a
15 calculation of a lodestar multiplier for the Court’s consideration. As is set forth in the
16 Supplemental Declaration of Janelle Carney, class counsel and their paralegals devoted over
17 487.99 hours to this matter as of the date of drafting this motion, which does not include time to
18 attend and appear at the Final Approval hearing and future work through final distribution. In all
19 likelihood, the lodestar will be at a .9 multiplier or below once final distribution occurs. That is
20 Plaintiff anticipates at least 10-15 hours to conclude the matter. A reasonable hourly rate is the
21 prevailing rate charged by attorneys of similar skill and experience in the relevant community.
22 *PLCM Group, Inc. v. Drexler* (2000) 22 Cal. 4th1084, 1095. The court may consider other factors
23 when determining a reasonable hourly rate, e.g., the attorney's skill and experience, the nature of
24 the work performed, the relevant area of expertise and the attorney's customary billing rates.
25 *Flannery v. California Highway Patrol* (1998) 61 Cal. App. 4th 629, 632. The hourly rates are
reasonable.

26 Under either theory of awarding fees, the case that should govern the court's decision is
27 *Lealao v. Beneficial California, Inc.*, 82 Cal.App.4th 19 (2000). *Lealao* stands for the proposition
28 that court-awarded attorneys' fees should approximate what counsel could get on the free market

1 for the same services. (*Id.* at 50.) Specifically, *Lealao* holds that if the Court sets fees under a
2 lodestar, the multiplier should consider what counsel would have earned on the free market. The
3 free market is determined by the percentage of the common fund, not the lodestar amount. (*Id.*)

4 Accordingly, whatever method the Court uses to set fees, the Court should look to what
5 the free market would bear under any circumstances. Even if the Court awards fees under the
6 lodestar method, under *Lealao*, the lodestar fees should be adjusted by a multiplier to reflect the
7 percentage of the common fund. (*Id.* at 19 and 50.) The issue on this motion is not why the court
8 should award a fee equal to 33.3333% of the settlement amount, but why the court should not
9 award such a fee. Under the lodestar method, a base fee amount is calculated from a compilation
10 of time reasonably spent on the case and the reasonable hourly compensation of the attorney. The
11 base amount is then adjusted in light of various factors. (*Serrano III*, *supra*, 20 Cal. 3d at 48).

12 A reasonable hourly rate is the prevailing rate charged by attorneys of similar skill and
13 experience in the relevant community. (*PLCM Group, Inc. v. Drexler* 22 Cal. 4th 1084, 1095
14 (2000).) The court may consider other factors when determining a reasonable hourly rate, e.g., the
15 attorney's skill and experience, the nature of the work performed, the relevant area of expertise and
16 the attorney's customary billing rates. (*Flannery v. California Highway Patrol* 61 Cal. App. 4th
17 629, 632 (1998).) A major difference between the National Law Journal Survey of defense firms,
18 and reasonable fees for Plaintiff's firms, is that these defense attorneys are paid on a monthly basis
19 and earn interest on outstanding balances. Further, these defense firms usually do not have to
20 advance costs on a case for a protracted period. To the contrary, Plaintiff's counsel is only paid if
21 they win and must advance all costs until the case is resolved. Furthermore, in the case at bar,
22 whether Plaintiff's counsel gets paid at all is still at risk as the Defendants must still pay out the
23 funds in installments. All of counsels' skill and experience justify the requested rate. All class
24 counsel in this case practice litigation with a focus on representing employees in employment
25 matters on class action cases.

26 One difficulty in determining the hourly rate of attorneys of similar skill and experience in
27 the relevant community is the scarcity of hourly fee-paying clients in class action litigation. As a
28 practical matter, few if any consumers pay attorneys' fees on an hourly basis for such extensive
litigation, and thus retainer agreements in such cases are based on a contingency fee relationship.

1 Although there is no customary billing rate, the nature of class action work should be strongly
2 considered by the court. Courts have upheld rates as high as \$450 per hour (in 1993) in employment
3 matters. (Adjusted for inflation, \$450 in 1993 equals \$973.27 in 2024) Bihun v. AT&T Information
4 Systems, Inc. (1993) 13 Cal. App. 4th 976, overruled on other grounds. Plaintiff's counsel is only
5 paid if they win, which in this case will result in payment over 1.5 after the case was originally
6 filed. All of counsels' skill and experience justify the requested rate. Class Counsel practices
7 litigation with a focus on representing employees in employment matters on class action cases
8 (Carney Decl. ¶ 24).

9 Further, California courts and the Ninth Circuit hold that the trial court in determining
10 whether to apply a multiplier should look at the case and its results as a whole. Historically,
11 California courts have approved multipliers of 1.5 to 4. See *Coalition for Los Angeles County*
12 *Planning v. Board of Supervisors* (1977) 76 Cal. App. 3d 241, 251 (multiplier of 2+); *Kern River*
13 *Public Access Committee v. City of Bakersfield* (1985) 170 Cal. App. 3d 1205, 1228 (multiplier of
14 1.5); *Downey Cares v. Downey Community Development Commission* (1987) 196 Cal. App. 3d
15 983, 994 (multiplier of 1.5); *Sternwest Corp. v. Ash* (1986) 183 Cal. App. 3d 74, 75. Furthermore,
16 the Federal courts have applied multipliers ranging from 1.7 to 4.0, even when the class action
17 involved relatively routine issues. See *Behrens v. Wometco Enterprises, Inc.* (S.D.Fla 1988) 118
18 F.R.D. 534, 549 (multiplier of 3); *Rievman v. Burlington Northern Railroad Co.* (S.D.N.Y. 1987)
118 F.R.D. 29, 35 (noting multipliers between 3 and 4.5 are common).

19 Currently, Class Counsel and paralegals have expended not less than 487.99 hours in the
20 matter as of February 22, 2024, with a combined lodestar of **\$305,682.50** (See Decl. Carney, ¶22)
21 The multiplier request is .9. Therefore, under either the percentage of recovery method or lodestar
22 cross check, Plaintiff's counsels' requested attorneys' fees are reasonable and should be approved
23 by this court.

24 **XIII. THE COURT SHOULD APPROVE THE REQUEST FOR**
25 **REIMBURSEMENT OF COSTS IN THE SUM OF UP TO \$25,000.00**

26 The request for reimbursement of costs is fair and reasonable. Plaintiff's counsel's total
27 costs as of the date of filing this motion are \$20,108.03, which does not include the \$750.00 in
28 anticipated costs through payment and final filing costs that are expected to be incurred. Further,

1 this cost figure does not include the claims administration costs of up to \$18,000.00. The parties
2 agreed to a cap on litigation costs of \$25,000.00. As such, Plaintiff's counsel agrees to seek only
3 \$20,858.03 in litigation costs. The costs are all litigation related costs (Id.). Furthermore, these
4 costs are in addition to the claims administration costs as stated.

5 **CONCLUSION**

6 Plaintiff undertook the responsibility and duty of serving as a Class Representative because
7 he felt the treatment of himself, and his co-workers was unjust and brought this suit on behalf of
8 all California employees in order to benefit those workers whose rights were impinged as were his
9 own. Plaintiff did exactly that, undertaking significant action to bring this case to the substantial
10 benefit of class members, dedicating the time such responsibilities required of him, and doing so
11 at personal and financial risk to himself and his own future employment prospects. Granting this
12 service award further supports the public policy underlying the provision of such awards, and the
13 policies underlying the federal and state statutory enforcement schemes. For these reasons,
14 Plaintiff respectfully requests that the Court grant final approval of the class action settlement and
15 enter the order granting final approval and the proposed judgment, both lodged concurrently
16 herewith.

17 Dated: February 22, 2024 JANELLE CARNEY – ATTORNEY AT LAW, APC
18 FRONTIER LAW CENTER

19 By:



20 Janelle Carney,
21 Attorneys for Plaintiff
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