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

Rachel Gillett, individually, and on behalf of
other members of the general public similarly
situated, and on behalf of other aggrieved
employees pursuant to the California Private
Attorneys General Act;

Plaintiff,

vs.

The Pet Patrol LLC, a California limited
liability company; and DOES 1-50, inclusive,

Defendants.

Case No.: CVRI2201461

Honorable Harold W. Hopp
Department 1

CLASS ACTION

**PLAINTIFF'S NOTICE OF MOTION
AND MOTION FOR FINAL APPROVAL
OF CLASS ACTION SETTLEMENT,
ATTORNEYS' FEES AND COSTS, AND
SERVICE PAYMENT; MEMORANDUM
OF POINTS AND AUTHORITIES IN
SUPPORT THEREOF**

[Declaration of Class Counsel
(Danielle L. GruppChang); Declaration of
Class Representative (Rachel Gillett);
Declaration of Settlement Administrator
([Gillian McCreedy]); and [Proposed] Final
Approval Order and Judgment filed
concurrently herewith]

Date: November 5, 2024
Time: 8:30 a.m.
Department: 1

Complaint Filed: April 11, 2022
Trial Date: None Set

1 **PLEASE TAKE NOTICE** that on November 5, 2024 at 8:30 a.m., in Department 1 of
2 the above-entitled Court, located at the Riverside Historic Courthouse, 4050 Main Street,
3 Riverside, California 92501, Plaintiff Rachel Gillett (“Plaintiff”) will and hereby does move for
4 an order granting final approval of:

5 1. The Second Amended Class Action and PAGA Settlement Agreement and
6 Amendment No. 1 to Second Amended Class Action and PAGA Settlement Agreement
7 (collectively referred to as “Settlement,” “Agreement,” or “Settlement Agreement”) on the
8 grounds that the Settlement is fair, adequate, and reasonable because:

- 9 • A Net Settlement Amount of approximately **\$67,778.98** will be fully distributed to the
10 Class Members who did not timely opt out of the Settlement (“Participating Class
11 Member”);
- 12 • **No Objections** were submitted to the settlement administrator, Simpluris, Inc.
13 (“Settlement Administrator”);
- 14 • **No Requests for Exclusion** were submitted to the Settlement Administrator;

15 2. Payment in the amount of **\$56,000.00** to Brock & Gonzales, LLP (“Class
16 Counsel”), representing one-third (1/3) of the Gross Settlement Amount, for attorneys’ fees,
17 which is reasonable and justified on a percentage-basis;

18 3. Payment in the amount of **\$8,381.02** to Class Counsel for reimbursement of actual
19 litigation costs and expenses;

20 4. Payment in the amount of **\$9,040.00** to the Settlement Administrator, Simpluris,
21 Inc. (“Simpluris”), for Settlement Administrator;

22 5. Payment in the amount of **\$10,000.00** to Plaintiff, as a Service Payment, for her
23 time and effort in representing the Class; and

24 6. Allocation of the penalties under the Private Attorneys General Act of 2004,
25 California Labor Code section 2698, *et seq.*, in the amount of **\$16,800.00**, of which seventy-five
26 percent (75%) will be paid to the California Labor and Workforce Development Agency and
27 twenty-five percent (25%) will be paid to Aggrieved Employees.

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1 This Motion is made pursuant to Rule 3.769 and Rule 3.1113(e) of the California Rules
2 of Court, which require approval by the Court of a class action settlement and permit the Court
3 to extend the page limit for memoranda.

4 This motion is based upon the following Memorandum of Points and Authorities; the
5 Declarations of Class Counsel (Danielle L. GruppChang), Class Representative (Rachel Gillett),
6 and Settlement Administrator (Gillian McCreedy of Simpluris) in support thereof; the pleadings
7 and other records on file with the Court in this matter; and such evidence and oral argument as
8 may be presented at the hearing on this Motion.

9 Dated: October 14, 2024

BROCK & GONZALES, LLP

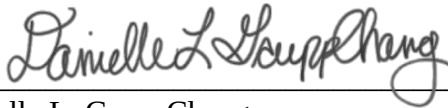
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11 By: 
12 Danielle L. GruppChang
13 Attorneys for Plaintiff and the Class
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1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. SUMMARY OF MOTION**

3 Plaintiff Rachel Gillett (“Plaintiff”) seeks final approval of: (1) the Gross Settlement
4 Amount of \$168,000.00; (2) attorneys’ fees in the amount of \$56,000.00, which is one-third
5 (1/3) of the Gross Settlement Amount, and reimbursement of actual litigation costs and
6 expenses in the amount of \$8,381.02 (together, “Attorneys’ Fees and Costs”) to Brock &
7 Gonzales, LLP (“Class Counsel”); (3) Settlement Administrator in the amount of \$9,040.00
8 to Simpluris, Inc. (“Simpluris” or “Settlement Administrator”); (4) Service Payment in the
9 amount of \$10,000.00 to Plaintiff; and (5) allocation of \$16,800.00 for penalties under the
10 Private Attorneys General Act of 2004, California Labor Code § 2698, *et seq.* (“PAGA
11 Penalties”).¹

12 Plaintiff seeks relief on behalf of the following Class:

13 Any and all hourly-paid and/or non-exempt employees that worked for
14 Defendant in California during the Class Period (“Class” or “Class Members”).²

15 This matter involved ongoing investigations, informal discovery, review and analysis of
16 thousands of pages of documents and data prior to and during mediation conducted by Henry
17 Bongiovi, Esq., and extensive settlement negotiations. This matter has required over 100 hours
18 of attorney time by Class Counsel.³ The request for attorneys’ fees, which represents one-third
19 of the Gross Settlement Amount, is fully supported by the use of the percentage-fee method.
20 Courts have historically awarded fees of up to fifty percent (50%) of the recovery. The requested
21 attorneys’ fees are also supported under the lodestar cross-check method.

22 Plaintiff moves for final approval of the Service Payment in the amount of \$10,000.00,
23 to compensate Plaintiff for the time and effort that she put forward to commence the lawsuit on
24 behalf of the Class. Plaintiff also moves for final approval of the payment to the Settlement
25 Administrator in the amount of \$9,040.00 for Administration Expenses Payment. Plaintiff also
26

27 ¹ Settlement Agreement, ¶¶ 3.1 – 3.2. 5.

28 ² The “Class Period” is the time period from April 11, 2018 to November 24, 2021. Settlement Agreement, ¶¶ 1.5, 1.12, & 8.

³ Declaration of Danielle L. GruppChang In Support of Plaintiff’s Motion for Final Approval of Class Action Settlement, Attorneys’ Fees and Costs, and Service Payment (“GruppChang Decl.”), ¶ 11.

1 moves for final approval of the allocation of \$16,800.00 for the PAGA Penalties, of which
 2 \$12,600.00 will be paid to the California Labor Workforce and Development Agency
 3 (“LWDA”) for its portion of the PAGA Penalties (“LWDA Payment”), and \$4,200.00 will be
 4 will be distributed to any and all hourly-paid and/or non-exempt employees who worked for Pet
 5 Patrol during the PAGA Period (“Aggrieved Employees”).⁴

6 The requests for Attorneys’ Fees and Costs, Service Payment, Administration Expenses
 7 Payment, and allocation for the PAGA Penalties were fully disclosed in the Notice of Class
 8 Action and PAGA Settlement (“Class Notice” together with the Request for Exclusion from
 9 Class Action Settlement Form (“Exclusion Form”) and the Notice of Objection to Class Action
 10 Settlement Form (“Objection Form”) referred to as “Notice Packet”) that was mailed to the Class
 11 Members. Most importantly, as of the date of this Motion, *not a single Class Member has*
 12 *objected to or opted-out of any aspect of the Settlement, including the requested Attorneys’ Fees*
 13 *and Costs, Service Payment, Settlement Administrator, or allocation for PAGA Penalties.*

14 The Settlement is fair, adequate, and reasonable, and is the product of arm’s-length,
 15 good-faith negotiations by experienced counsel presided over by a highly-regarded mediator
 16 who is experienced in mediating wage-and-hour class action lawsuits. Accordingly, the Court
 17 should grant final approval of the Settlement, and award Attorneys’ Fees and Costs, Service
 18 Payment, Administration Expenses Payment, and PAGA Penalties in the amounts as fully
 19 disclosed to the Class and as requested herein.

20 In order to efficiently present the Court with adequate information to determine whether
 21 to grant final approval of the Settlement and award Attorneys’ Fees and Costs, Service Payment,
 22 Administration Expenses Payment, and PAGA Penalties, Plaintiff also moves for an order
 23 permitting the filing of this single consolidated memorandum, although it exceeds the page limit
 24 established by California Rules of Court, Rule 3.1113(d), instead of filing several separate
 25 motions.

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 28 ⁴ The “PAGA Period” is the time period from April 11, 2021 to August 15, 2023. Settlement Agreement, ¶¶ 1.31, 3.1 – 3.2.5.

1 **II. PROCEDURAL HISTORY AND FACTUAL BACKGROUND**

2 Defendant The Pet Patrol LLC (“Defendant”) is a pet grooming and boarding facility.
3 Plaintiff is a former employee of Defendant.

4 On April 11, 2022, Plaintiff filed a Class Action Complaint for Damages and
5 Enforcement under the Private Attorneys General Act in the Riverside County Superior Court
6 (“Court”), thereby commencing the above-captioned lawsuit (“Action”). On June 10, 2022,
7 Defendant filed Answer to Plaintiff’s Class Action Complaint for Damages and Enforcement
8 Under the Private Attorneys General Act.

9 Plaintiff’s core allegation is that Defendant has violated the California Labor Code by
10 engaging in a uniform practice and procedure, with respect to Plaintiff and the Class Members,
11 of, *inter alia*, failing to pay minimum and overtime wages, failing to provide compliant meal
12 and rest periods and associated premium pay, failing to timely pay wages and associated waiting
13 time penalties, failing to maintain accurate payroll records, failing to provide compliant wage
14 statements, and failing to reimburse necessary business-related expenses, and thereby engaged
15 in unfair competition in violation of the California Business & Professions Code sections 17200,
16 *et seq.* and in conduct that gives rise to penalties recoverable under the Private Attorneys General
17 Act of 2004 (California Labor Code sections 2698, *et seq.*) (“PAGA”).

18 Defendant has denied, and continues to deny, any liability and wrongdoing of any kind
19 associated with any of the allegations in the cases, and further deny that the matter is appropriate
20 for class or representative treatment for any purpose other than for settlement purposes only.

21 The parties have actively litigated the matter since it was commenced on April 11, 2022.
22 The parties conducted significant informal discovery and exchanged a large volume of pages of
23 documents and data. On May 16, 2023, the parties participated in a formal, full-day mediation
24 conducted by Henry Bongiovi, Esq., a well-regarded mediator experienced in mediating
25 complex labor and employment matters. Ultimately, with the aid of the mediator’s evaluation,
26 the parties reached the Settlement described herein to resolve the case in its entirety.

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On September 21, 2023, Plaintiff filed an Unopposed Motion for Preliminary Approval of Class Action Settlement and supporting documents. On November 16, 2023, the Court issued an order continuing the hearing of Plaintiff's motion for preliminary approval and raising multiple points of inquiry. On March 6, 2024, Plaintiff filed a Renewed Motion for Preliminary Approval of Class Action Settlement and supporting documents ("Motion for Preliminary Approval"). On March 20, 2024, the Court entered the Order Granting Preliminary Approval of Class Action Settlement, thereby preliminarily approving the terms of the settlement, the Notice Packet, and the proposed administration procedures and associated deadlines. On July 2, 2024, the Court entered an order granting the Parties' Joint Stipulation to Modify Preliminary Approval Order which entered the [Further Revised Proposed] Order Granting Preliminary Approval ("Preliminary Approval Order"), approved Amendment No. 1 to the Second Amended Class Action and PAGA Settlement Agreement ("Amendment No. 1"), and continuing the Final Approval Hearing to November 5, 2024.

Plaintiff now moves for final approval of the Settlement, Attorneys' Fees and Costs, Service Payment, Settlement Administrator, and allocation for PAGA Penalties.

III. SUMMARY OF THE SETTLEMENT TERMS AND PLAN OF DISTRIBUTION

Under the terms of the Settlement Agreement, Defendant has agreed to pay a Gross Settlement Amount of \$168,000.00 on a non-reversionary basis. Subject to approval by the Court, the Net Settlement Amount will be calculated by deducting the following amounts from the Gross Settlement Amount: (1) Attorneys' Fees and Costs, consisting of attorneys' fees in the amount of \$56,000.00 and reimbursement of actual litigation costs and expenses in the amount of \$8,381.02, to Class Counsel; (2) Service Payment in the amount of \$10,000.00 to Plaintiff; (3) Administration Expenses Payment in the amount of \$9,040.00 to Simpluris; and (4) PAGA Penalties in the amount of \$16,800.00.⁵ The Net Settlement Amount, which is

⁵ Settlement Agreement, ¶¶ 3.1 – 3.2.5.

estimated to be \$67,778.98, will be distributed in accordance with the Settlement Agreement, and there is no reversion to Defendant.⁶

The Settlement Administrator will determine each Participating Class Member's *pro rata* share of the available Net Settlement Amount ("Individual Class Payment"), in accordance with the Settlement Agreement on a *pro rata* basis based on the number of Workweeks he or she worked during the Class Period.⁷ The Settlement Administrator will determine each Aggrieved Employee's *pro rata* share of the available PAGA Penalties ("Individual PAGA Payment"), in accordance with the Settlement Agreement on a *pro rata* basis based on the number of Workweeks he or she worked during the PAGA Period.⁸

Class Members had sixty (60) calendar days after the initial mailing of the Notice Packet to Class Members to dispute the number of Workweeks credited to each of them, opt out of the Settlement, and/or object to the Settlement ("Response Deadline").⁹ The Response Deadline was September 23, 2024.¹⁰ The Settlement Administrator received no Request for Exclusion From Class Action Settlement Form or other requests for exclusion ("Requests for Exclusion"), no Notice of Objection to Class Action Settlement Form or other objections to the Settlement ("Objections"), or Workweek dispute from Class Members.¹¹

Each Participating Class Member's Individual Class Payment will be allocated as 33% wages (to be reported on Form W2) and 67% penalties, interest, and other non-wage damages (to be reported on IRS Form 1099).¹² Each Aggrieved Employee's Individual PAGA Payment will be allocated entirely as penalties (to be reported on IRS Form 1099).¹³ Individual Class Payments will be paid out to Participating Class Members and Individual PAGA Payments will

⁶ This amount is higher than the amount stated in paragraph 15 of the accompanying Declaration of Gillian McCreedy ("Simpluris Declaration" or "Simpluris Decl.") because the Settlement Administrator's calculation assumes that Class Counsel will obtain litigation costs and expenses in the maximum amount of \$15,000, which is allocated under the Settlement. However, Class Counsel seeks the amount of only \$8,381.02 for reimbursement of litigation costs and expenses, and the difference of \$6,618.98 will remain part of the Net Settlement Amount.

⁷ Settlement Agreement, ¶ 3.2.4.

⁸ *Id.*, ¶ 3.2.4.1.

⁹ *Id.*, ¶ 1.43.

¹⁰ Simpluris Decl., ¶ 10.

¹¹ *Id.*, ¶¶ 11 & 12.

¹² Settlement Agreement, ¶ 3.2.4.1.

¹³ *Id.*, ¶ 3.2.4.2.

be paid out to Aggrieved Employees subject to reduction for their share of taxes, withholdings, and contributions.¹⁴

Any and all checks issued to Participating Class Members and/or Aggrieved Employees will remain valid for 180 calendar days from the date of mailing.¹⁵ Thereafter, Individual Class Payment checks that are not negotiated within the 180-day period will be void, and the funds associated with such voided checks will be transmitted to the California Controller's Unclaimed Property Fund in the name of the specific Class Member/ Aggrieved Employee.¹⁶

IV. THE SETTLEMENT ADMINISTRATION PROCESS

The Court-appointed Settlement Administrator, Simpluris, has taken all necessary steps to effectuate the notice and settlement administration process, as set forth in the Preliminary Approval Order.

On March 28, 2024, Simpluris received the Court-approved text for the Notice Packet.¹⁷

On April 8, 2024, Simpluris received the Class Data from Defendant's counsel.¹⁸ The Class Data contained information for 120 individuals identified as Class Members.¹⁹ Simpluris processed the names and addresses through the National Change of Address Database ("NCOA") and updated the Class Data with any updated addresses located.²⁰

On July 24, 2024, Simpluris mailed the Notice Packet via first class mail to 120 individuals identified as Class Members in the Class Data.²¹ After forwarding Notice Packets returned with a forwarding address and performing a skip-trace on Notice Packets returned without a forwarding address, ultimately twelve (12) Notice Packets were undeliverable.²²

As of the date of this Motion, the Settlement Administrator has not received any Objections or Requests for Exclusion.²³

To date, not a single Class Member submitted a Request for Exclusion, and are therefore,

¹⁴ Settlement Agreement, ¶ 3.2.4.2.

¹⁵ *Id.*, ¶ 4.4.1.

¹⁶ *Ibid.*

¹⁷ Simpluris Decl., ¶ 5.

¹⁸ *Id.*, ¶ 6.

¹⁹ *Id.*, ¶ 8.

²⁰ *Id.*, ¶ 7.

²¹ *Id.*, ¶ 8.

²² *Id.*, ¶ 9.

²³ *Id.*, ¶¶ 11-12.

all Class Members are deemed to be Participating Class Members.²⁴ Pursuant to the terms of the Settlement, the Net Settlement Amount of approximately \$67,778.98 will be distributed to Participating Class Members in accordance with the terms of the Settlement.²⁵ The highest Individual Class Payment is currently estimated to be \$3,303.58 and the average Individual Class Payment is currently estimated to be \$564.82.²⁶

V. THE COURT SHOULD GRANT FINAL APPROVAL OF THE CLASS ACTION SETTLEMENT.

The trial court has broad discretion to determine whether a class action settlement is fair and reasonable. *Chavez v. Netflix, Inc.* (2008) 162 Cal.App.4th 43, 52. To determine whether the settlement is fair and reasonable, courts consider relevant factors such as:

the strength of plaintiffs' case, the risk, expense, complexity and likely duration of further litigation, the risk of maintaining class action status through trial, the amount offered in settlement, the extent of discovery completed and the stage of the proceedings, the experience and views of counsel, the presence of a governmental participant, and the reaction of the class members to the proposed settlement.

Dunk v. Ford Motor Co. (1996) 48 Cal.App.4th 1794, 1801. "The list of factors is not exclusive and the court is free to engage in a balancing and weighing of the factors depending on the circumstances of each case." *Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 245. "Due regard should be given to what is otherwise a private consensual agreement between the parties." *Dunk, supra*, 48 Cal.App.4th at 1801.

The proponent of the settlement has the burden to show that it is fair and reasonable. *Wershba, supra*, 91 Cal.App.4th at 245. At the final approval stage, a presumption of fairness exists where, as here: "(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; and (4) the percentage of objectors is small." *Dunk, supra*, 48 Cal.App.4th at 1802. In reviewing a class settlement, the court need not reach any ultimate conclusions on the issues of fact and law that underlie the merits of the dispute.

²⁴ *Id.*, ¶ 11.

²⁵ Simpluris Decl., ¶ 15; see also, fn.6, *supra*.

²⁶ *Id.*, ¶ 16. The actual average and highest Individual Class Payments will be larger than the amounts stated in the Simpluris Declaration because the Net Settlement Amount is larger due to Class Counsel's request for reimbursement of litigation costs and expenses in an amount that is less than \$15,000.00. See fn.8, *supra*.

7-Eleven Owners for Fair Franchising v. Southland Corp. (2000) 85 Cal.App.4th 1135, 1146. The inquiry is not whether the settlement agreement is the best one that class members could have possibly obtained, but whether the settlement, taken as a whole, is “fair, adequate, and reasonable.” *Chavez v. Netflix, Inc.* (2008) 162 Cal.App.4th 43, 55. A settlement need not obtain 100 percent of the damages sought in order to be fair, reasonable, and ultimately, meaningful. *Wershba, supra*, 91 Cal.App.4th at 251.

A. The Settlement Resulted from Arm’s-Length Negotiations Based Upon Extensive Investigation and Discovery.

The parties actively litigated this matter since the Action was commenced on April 11, 2022. Counsel for the parties used the pre-mediation time period to investigate the veracity, strength, and scope of the claims, and also to prepare the matter for representative adjudication and trial.²⁷ The parties conducted extensive informal discovery and investigation into the facts of the cases, and also informally exchanged information and data in preparation for mediation.²⁸ Class Counsel also interviewed and obtained information from Plaintiff, including and not limited to the names of potential witnesses, and reviewed and analyzed thousands of pages of documents and data produced by Defendant and obtained through other sources.²⁹ The data and documents that Class Counsel reviewed and analyzed included and was not limited to: Plaintiff’s and other class members’ employment records; a representative sampling of wage statements and time sheets; class-wide data and documents such as payroll summaries, payroll details report, commission reports, payrate statements, and an employee roster; forms (such as cash short responsibility form, probation form, salary authorization form, covid 19 reemployment form, and direct deposit form); memos (regarding items such as policy reminders re: drug & alcohol use policy, cell phone use, eating on duty, and cleaning procedures, covid-19 policies, scheduling, paydays and holiday pay, staffing, time off requests, payroll and timesheet policy summary, tip reporting, and attendance and timekeeping); agreements (including but not limited to on-duty meal period agreements, employee covenant not to compete, and model releases);

²⁷ GruppChang Decl., ¶ 6.

²⁸ *Ibid.*

²⁹ *Ibid.*

Pet Patrol employee file log; acknowledgements and receipts (such as the employee manual receipt and uniform requirements BOH acknowledgement); multiple employment policies (such as Defendant's drug testing policy, Pet Patrol commissions/bonus policy, Pet Patrol timecard and break policy, sick pay policy, and tip pay policy); multiple offer letters; emails (regarding multiple topics such as Pet Patrol's covid policies, customer service policies and expectations, staffing, cleaning procedures, closing job duties, pay and scheduling, and pay days and holiday pay); multiple iterations of Pet Patrol's employee manuals dated March 1, 2018, June 5, 2018, October 15, 2018, September 5, 2021, April 18, 2022, and July 24, 2022; and various other written policies and procedures.³⁰ Class Counsel researched applicable law, developed damages/valuation models in preparation for mediation, and met and conferred with Defendant's counsel on numerous occasions, e.g., to discuss issues relating to the pleadings, case management, discovery, and production of documents and data prior to mediation.³¹

After conducting significant informal discovery and investigation into the facts of the case, the parties participated in a formal, full-day mediation conducted by Henry Bongiovi, *esq.*, a well-regarded mediator experienced in mediating complex labor and employment matters.³² Prior to and during mediation and settlement discussions, the parties exchanged information and data, and discussed various aspects of the case, including and not limited to, the risks and delays of further litigation, the risks and expenses to the parties of proceeding with class certification, representative adjudication, and trial, the law relating to off-the-clock theory, meal and rest periods, representative PAGA claims, and wage-and-hour enforcement, the evidence produced and analyzed, and the possibility of appeals, among other things.³³ During all settlement discussions, the parties conducted their negotiations at arm's length in an adversarial position.³⁴ After conducting significant informal discovery and investigations, extensive settlement negotiations, and with the aid of the mediator's evaluation, the parties agreed that the matter

³⁰ GruppChang Decl., ¶ 6.

³¹ *Ibid.*

³² *Id.*, ¶ 8.

³³ *Ibid.*

³⁴ *Ibid.*

was well-suited for settlement given the legal issues relating to Plaintiff's principal claims, as well as the costs and risks to the parties that would attend further litigation.³⁵

The Settlement takes into account the strengths and weaknesses of each side's position and the uncertainty of how the case might have concluded at certification, trial, and/or appeals. The Settlement was based on a large volume of facts, evidence, analysis and investigation.³⁶ Additionally, Class Counsel has extensive experience in handling complex wage-and-hour matters, including significant experience in employment class action litigation.³⁷

B. The Risks Inherent in Continued Litigation Favor Final Approval of the Settlement.

The Settlement, which provides for a Gross Settlement Amount of \$168,000.00, represents a fair, adequate, and reasonable resolution of the matter, given the risks inherent in litigating class and representative claims through certification proceedings, trial, and/or appeals.³⁸ The Settlement was calculated using information and data uncovered through extensive case investigation, informal discovery, and the exchange of information in the context of mediation.³⁹ Had the action not settled, Defendant would have vigorously challenged class certification, manageability of representative adjudication, and liability. On the other hand, Defendant also faced the risk of the Court certifying a class and allowing a jury to decide Plaintiff's claims on a class-wide or representative basis. Additionally, preparation for trial would have been expensive for all parties.

It is preferable to reach an early resolution of a dispute because such resolutions save time and money that would otherwise go to litigation. If this matter had settled after further litigation, the settlement amount would have taken into account the additional costs incurred, and there might have been less money available for Class Members afterwards. These risks of further litigation include a determination that the claims were unsuitable for class treatment and/or representative adjudication, failure to obtain certification, class de-certification after

³⁵ GruppChang Decl., ¶ 8.

³⁶ *Ibid.*

³⁷ *Id.*, ¶¶ 13-20.

³⁸ *Id.*, ¶ 8.

³⁹ *Id.*, ¶¶ 7-8.

1 certification of a class, allowing a jury to decide the claims asserted in the matter, and the real
2 possibility of no recovery after years of litigation. Additionally, the parties were moving into
3 the phase of the litigation where they would have to conduct a significant amount of additional
4 discovery, including and not limited to, formal written discovery, depositions of Defendant's
5 Person Most Knowledgeable designees, expert witnesses, and percipient witnesses, such as
6 managers, supervisors, and other current and former employees throughout the State of
7 California. In contrast, the Settlement provides real and significant benefits for the Class
8 Members here and now, while avoiding the further expenses, risks, and delay of prolonged
9 litigation with only the possibility of recovery.

10 It would be grossly inefficient for such a large class of current and former employees to
11 bring individual actions to recover from Defendant for the alleged violations of wage-and-hour
12 laws. Moreover, the potential individual recovery that could be obtained by a Class Member
13 would not be significant enough to provide him or her with the incentive to sue. By granting
14 final approval of the Settlement, the Court can approve a resolution that provides a certain and
15 substantial recovery for Class Members.

16 **C. The Settlement Is Fair, Reasonable, and Adequate.**

17 The Settlement, which provides for a Gross Settlement Amount of \$168,000.00,
18 represents a fair, reasonable, and adequate resolution of the cases. The Settlement was
19 calculated using information and data uncovered through extensive case investigation, informal
20 discovery, and the exchange of information in the context of mediation. The Settlement takes
21 into account the potential risks and rewards inherent in any case and, in particular, in this matter.
22 Moreover, considering all of the facts in the cases, the Gross Settlement Amount represents a
23 considerable recovery.

24 Even after deducting attorneys' fees in the amount of \$56,000.00, litigation costs and
25 expenses in the amount of \$8,381.02, Service Payment in the amount of \$10,000.00, Settlement
26 Administrator in the amount of \$9,040.00, and PAGA Penalties in the amount of \$16,800.00
27 from the Gross Settlement Amount of \$168,000.00, the Net Settlement Amount is currently
28

1 estimated to be \$67,778.98.⁴⁰ Under the Settlement Agreement, the Gross Settlement Amount
 2 will be fully paid out without any reversion to Defendant, in accordance with the terms of the
 3 Settlement. As discussed in Section III, *supra*, each Participating Class Member will be paid a
 4 *pro rata* share of the Net Settlement Amount, based on the number of Workweeks credited to
 5 him or her and each Aggrieved Employee will be paid a *pro rata* share of the PAGA Penalties
 6 (after payment of the LWDA Payment to the State of California) based on the number of
 7 Workweeks paid during the PAGA Pay Period credited to him or her. To date, there are 120
 8 Participating Class Members, representing 100% of the Class Members.⁴¹ The highest
 9 Individual Class Payment to a Participating Class Member is currently estimated to be \$3,303.58
 10 and the average Individual Class Payment is currently estimated to be \$564.82.⁴² These are
 11 significant individual recoveries, particularly in light of the risks of litigation.

12 At the final approval stage, “[a]n allocation formula need only have a reasonable, rational
 13 basis [to warrant approval], particularly if recommended by experienced and competent class
 14 counsel.” *In re American Bank Note Holographics, Inc., Securities Litigation* (S.D.N.Y. 2001)
 15 127 F.Supp.2d 418, 429-30. The *pro rata* allocation here is a fair and reasonable way to
 16 distribute the Net Settlement Amount. In light of the above considerations, Class Counsel
 17 believes that the Settlement as a whole is fair, reasonable, and adequate, and in the best interest
 18 of the Class Members.⁴³ Although the recommendations of Class Counsel are not conclusive,
 19 the Court can properly take the recommendations into account, particularly if Class Counsel
 20 appears to be competent, has experience with this type of litigation, and significant discovery
 21 and investigation have been completed, as is the case here. Conte & Newberg, *Newberg on*
 22 *Class Actions* (4th Ed., 2002) § 11.47. Accordingly, the Court should grant final approval of
 23 the Settlement.

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27 ⁴⁰ Simpluris Decl., ¶ 15; see n.8, *supra*.

28 ⁴¹ Simpluris Decl., ¶¶ 8 & 11.

⁴² *Id.*, ¶ 16; see fn.30, *supra*.

⁴³ GruppChang Decl., ¶ 23.

D. The Class Was Represented by Competent Counsel.

Class Counsel has extensive experience in employment law and complex wage-and-hour litigation.⁴⁴ Brock & Gonzales, LLP has recovered millions of dollars for individual employees in California.⁴⁵ Both parties' counsel were capable of assessing the strengths and weaknesses of the Class Members' claims against Defendant and the benefits of the Settlement under the circumstances of the cases and in the context of a private, consensual settlement agreement.

E. There Are No Objections to the Settlement.

The Settlement has been well received by the Class – *not a single Class Member objected to the Settlement*.⁴⁶ Specifically, no objections have been made as to the Gross Settlement Amount or requested Attorneys' Fees and Costs, Service Payment, Settlement Administrator, or the allocation for PAGA Penalties. California courts have consistently found that a small number of objectors indicates the class' support for a settlement and strongly favors final approval. *Wershba, supra*, 91 Cal.App.4th at 250-51 (final approval granted despite 20 objectors); *7-Eleven Owners, supra*, 85 Cal.App.4th at 1152-53 (final approval granted despite 9 objectors).

Here, the lack of any objections speaks volumes about the fairness, reasonableness, and adequacy of this Settlement. Accordingly, the Settlement as a whole is presumed to be fair, reasonable, and adequate, and the Court should grant final approval of the Settlement in its entirety. *Dunk, supra*, 48 Cal.App.4th at 1802.

VI. THE ATTORNEYS' FEES AWARD REQUESTED BY CLASS COUNSEL IS FAIR AND REASONABLE AND SHOULD BE APPROVED.

A. Legal Standard for Attorneys' Fees in a Class Action Settlement.

Trial courts have "wide latitude" in assessing the value of attorneys' fees and their decisions will "not be disturbed on appeal absent a manifest abuse of discretion." *Lealao v. Beneficial Cal., Inc.* (2000) 82 Cal.App.4th 19, 41; *Ketchum v. Moses* (2001) 24 Cal.4th 1122, 1132. Where the amount of a settlement is a "certain easily calculable sum of money,"

⁴⁴ *Id.*, ¶¶ 13-20.

⁴⁵ GruppChang Decl., ¶¶ 13-20.

⁴⁶ Simpluris Decl., ¶ 12.

California courts may calculate attorneys' fees as a reasonable percentage of the settlement. Weil and Brown, California Practice Guide, *Civil Procedure Before Trial*, Chapter 14, § 14:145; *see also Laffitte v. Robert Half Int'l Inc.* (2016) 1 Cal.5th 480, 503; *Dunk, supra*, 48 Cal.App.4th at 1808. The percentage-of-the-benefit approach is preferred in class and representative actions because "it better approximates the workings of the marketplace than the lodestar approach." *Lealao, supra*, 82 Cal.App.4th at 49.

California law provides that an attorneys' fees award should be equivalent to fees paid in the legal marketplace for the result achieved and risk incurred. *Id.* at 47-50; *Laffitte v. Robert Half Int'l, Inc.* (2016) 1 Cal.5th 480, 503. In *Lealao*, the court held that when an action leads to a recovery that can be "monetized" with a reasonable degree of certainty, the trial court should "ensure that the fee awarded is within the range of fees freely negotiated in the legal marketplace in comparable litigation." *Lealao, supra*, 82 Cal.App.4th at 50. Fee awards that are too small will "chill the private enforcement essential to the vindication of many legal rights and obstruct the representative actions that often relieve the courts of the need to separately adjudicate numerous claims." *Lealao, supra*, 82 Cal.App.4th at 53.

"The ultimate goal . . . is the award of a 'reasonable' fee to compensate counsel for their efforts, irrespective of the method of calculation." *Consumer Privacy Cases* (2009) 175 Cal.App.4th 545, 557-58 (quoting *Apple Computer, Inc. v. Superior Court, supra*, 126 Cal.App.4th at 1270. In cases where class members present claims against a settlement amount and the settlement agreement provides that the defendant agrees to paying the attorneys a percentage of the same, use of that percentage method is appropriate. *Lealao, supra*, 82 Cal.App.4th at 32.

Historically, courts have awarded fees as high as fifty percent (50%) of the settlement, depending on the circumstances of the case. Conte & Newberg, *Newberg on Class Actions* (4th Ed., 2002) § 14.03; *see also In re Ampicillin Antitrust Litig.* (D.D.C. 1981) 526 F.Supp. 494 (awarding attorneys' fees in the amount of 45% of the settlement amount of \$7.3 million); *Beech Cinema, Inc. v. Twentieth-Century Fox Film Corp.* (S.D.N.Y. 1979) 480 F.Supp. 1195 (awarding approximately 53% of the settlement amount as attorneys' fees). California courts

1 routinely approve class action attorneys' fees awards "averag[ing] around one-third of the
 2 recovery." *Chavez v. Netflix, Inc.* (2008) 162 Cal.App.4th 43, 66 n.11 (lower court found 20 to
 3 40 percent range of contingency fee in marketplace was appropriate in class actions); *see also*
 4 *Laffitte*, 1 Cal.5th at 488 & 506 (approving fee award of 1/3 of common fund of \$19 million).

5 **B. A Fee Award of a Percentage of the Entire Fund Is Appropriate.**

6 California and federal courts have long recognized that an appropriate method for
 7 determining the award of attorneys' fees is based on a percentage of the total value of benefits
 8 made available to class members by the settlement. *Laffitte*, 1 Cal.5th at 503; *Boeing Co. v. Van*
 9 *Gemert* (1980) 444 U.S. 472, 478; *Paul, Johnson, Alston & Hunt v. Graulity* (9th Cir. 1989) 886
 10 F.2d 268, 272; *Vincent v. Hughes Air West, Inc.* (9th Cir. 1977) 557 F.2d 759, 769; *Serrano v.*
 11 *Priest* (1977) 20 Cal.3d 25, 34.⁴⁷

12 The propriety of calculating and awarding attorneys' fees as a percentage of a monetary
 13 settlement that has, by litigation, been preserved or recovered for the benefit of others, has been
 14 confirmed by the California Supreme Court. *Laffitte, supra*, 1 Cal.5th 480 at 486 & 506. The
 15 California Supreme Court has taken the position that "[t]rial courts have discretion to conduct a
 16 lodestar cross-check on a percentage fee," "they also retain the discretion to forgo a lodestar
 17 cross-check and use other means to evaluate the reasonableness of a requested percentage fee[.]"
 18 and "[t]he percentage [...] method survives in California." *Id.* (internal quotes omitted).

19 Courts have consistently recognized that class and representative action litigation is
 20 increasingly necessary to protect the rights of individuals whose injuries and/or damages are too
 21 small to economically justify legal action on an individual basis. Accordingly, in determining
 22 a reasonable fee award, courts award fees to serve as an economic incentive for lawyers to
 23 pursue such litigation in order to achieve increased access to the judicial system for meritorious
 24 claims and to enhance deterrents to wrongdoing. This is especially true in situations where
 25 multiple similar alleged wrongs would not be economically feasible to pursue individually, such
 26 as here. *See A. Conte, Attorney Fee Awards* (2d Ed., 1993) 104, at 6.

27
 28 ⁴⁷ The California Supreme Court has urged trial courts to consider class action federal authority. *Green v.*
Obledo (1981) 29 Cal.3d 126, 146; *Vasquez v. Superior Court* (1971) 4 Cal.3d 800, 821.

When this matter was originally filed, it taken on a contingency basis and the prospect of a long, drawn-out battle with Defendant which was represented by experienced counsel was almost a certainty. Class Counsel risked substantial economic loss if the results were not successful. This substantial risk is the reason that the courts approve the use of the percentage method when a settlement is obtained by the efforts of class counsel. *See Vizcaino v. Microsoft* (9th Cir. 2002) 290 F.3d 1043, 1048-49 (discussing the risks of engaging in litigation without certainty of compensation).

Under the terms of the Settlement Agreement, Defendant will pay a Gross Settlement Amount of \$168,000.00 on a non-reversionary basis.⁴⁸ The requested attorneys' fees are one-third (1/3) of the total value of the monetary settlement. In light of Class Counsel's successful prosecution and resolution of the cases, the requested attorneys' fees are appropriate and reasonable.

The percentage method is consistent with, and is intended to mirror, the practice in the private marketplace where contingent-fee attorneys typically negotiate percentage-fee arrangements with their clients. One of the best ways to demonstrate the value of counsel's work to the class is to review the consideration agreed to be paid by the named plaintiffs. If the named plaintiffs have employed counsel on a contingency-fee basis, it would indeed be inequitable for the members of the class, who will enjoy the benefits of the settlement without incurring the risks of bringing the claim, to pay less than the named plaintiffs. In this case, Plaintiffs have agreed to a contingency fee of at least one-third (1/3) of the recovery.⁴⁹

Class Counsel has obtained a substantial recovery on behalf of Plaintiff, the Class, and the State of California, and the results achieved justify an attorneys' fees award that is the equivalent of the standard market fee and that is consistent with the contingency-fee agreement entered into by and between Plaintiff and Class Counsel. Thus, the requested attorneys' fees are appropriate.

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⁴⁸ Settlement Agreement, ¶¶ 1.22. & 4.3.

⁴⁹ GruppChang Decl., ¶ 9.

C. **The Attorneys' Fees Award Requested by Class Counsel Is Reasonable Based on the Factors Considered in Determination of Fee Awards.**

In *Camden I Condominium Association, Inc. v. Dunkel*, the court identified twelve factors to be considered in determining whether fee awards are reasonable: (1) the time and labor required; (2) the novelty and difficulty of the questions involved; (3) the skill required to perform the legal services properly; (4) the preclusion of other employment by the attorney due to the acceptance of the case; (5) the customary fee; (6) whether the fee is fixed or contingent; (7) time limitation imposed by the client or the circumstances; (8) the amount involved and results obtained; (9) the experience, reputation and ability of the attorney; (10) the undesirability of the case; (11) the nature and length of the professional relationship with the client; and (12) awards in similar cases. *Camden I Condominium Association, Inc. v. Dunkel* (11th Cir. 1991) 946 F.2d 768, 772.

Each and every one of these factors favors the attorneys' fees sought here; however, some of the most relevant factors to this Court's fee determination will be addressed herein. The award of attorneys' fees in the amount of \$56,000.00 (which is 1/3 of the Gross Settlement Amount) is commensurate with the time, effort, and expense dedicated to the cases, the contingent nature of Class Counsel's fee and the risks taken in commencing the cases, the skill and determination required, the results that Class Counsel has achieved, and the value of the settlement that Class Counsel has obtained for the Class Members.

1. Time & Labor.

Class Counsel used its experience and skills, and dedicated the full extent of resources, to litigate and bring this matter to a successful conclusion on behalf of the Class. Moreover, as demonstrated in the supporting declaration, Class Counsel has extensive experience in the handling of class actions and complex litigation matters.⁵⁰

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⁵⁰ GruppChang Decl., ¶¶ 13-20.

1 As outlined in the Declaration of Danielle L. GruppChang, Class Counsel has fully and
2 actively participated in litigation of the case.⁵¹ Prior to commencing the lawsuit, Class Counsel
3 had conducted a significant amount of investigation into the factual and legal issues,
4 Defendant's business, and their operations and employment policies, practices, and
5 procedures.⁵² During the litigation of the actions, Class Counsel interviewed Plaintiff; engaged
6 in extensive informal discovery; reviewed and analyzed thousands of pages of documents and
7 data produced by Defendant and obtained through other sources; engaged a third-party data
8 analyst; and prepared damages/valuation calculations.⁵³ Class Counsel also met and conferred
9 with Defendant's counsel over the issues relating to pleadings, case management, discovery,
10 production of documents and data, and administration of the settlement, among other things;
11 engaged in extensive settlement negotiations with Defendant's counsel; and prepared for and
12 attended court proceedings, mediation, and settlement negotiations.⁵⁴

13 Class Counsel has dedicated staffing and monetary resources necessary to prosecute this
14 matter diligently and with maximum efficiency and has fully and actively participated in the
15 litigation process. The accompanying Declaration of Danielle L. GruppChang, sets the hours
16 that Class Counsel has spent performing tasks on behalf of Plaintiff and the Class.⁵⁵ Class
17 Counsel has spent **over 100 hours** performing tasks and to obtain a significant recovery on
18 behalf of Plaintiff and the Class.⁵⁶ These hours were required to bring this matter to its
19 successful conclusion. In light of the value of time expended and the carrying of costs involved
20 in litigating the cases, the requested attorneys' fees are fair, adequate, and reasonable.

21 **2. The Skill Required to Perform Legal Services Properly.**

22 The skill required to properly litigate the cases is evident not only in the results achieved,
23 but in the steps necessary to reach the same. Defendant retained well-respected counsel to
24 represent its defenses. More specifically, Defendant and its counsel felt very strongly about
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26 ⁵¹ *Id.*, ¶ 8.

27 ⁵² *Id.*, ¶¶ 8 & 11.

28 ⁵³ GruppChang Decl., ¶ 8.

⁵⁴ *Id.*, ¶ 6.

⁵⁵ *Id.*, ¶ 11.

⁵⁶ *Ibid.*

Defendant's ability to obtain a denial of certification and to prevail on the merits. Plaintiff and Class Counsel believed that they would have obtained class certification and prevailed at trial.

Class Counsel undertook significant investigation, analysis, and research prior to filing the cases, during the litigation, and prior to mediation. Class Counsel took steps to prepare the matter for class certification and representative adjudication and had every intention of taking the matter to trial on a class-wide basis if Defendant did not offer an appropriate class-wide settlement. Class Counsel used its extensive experience in the handling of class actions and complex wage-and-hour litigation matters in order to obtain the Settlement with maximum efficiency.⁵⁷

3. The Value of the Settlement for the Class Members.

The Settlement represents a favorable resolution of the actions, given the risks inherent in litigating the cases through certification proceedings, trial, and/or appeals. Had the cases not settled, Defendant would have vigorously challenged certifiability, manageability of representative adjudication, and liability. Defendant, however, faced risks that the Court may certify a class and allow a jury to decide the claims. Additionally, preparing the matter for trial would have been expensive for the parties.

The Settlement at this stage is preferred over continued litigation because such resolutions save time and money that would otherwise go to litigation. The Settlement provides an immediate recovery, as opposed to an uncertain result in the future after prolonged litigation involving expert discovery, trial preparation, class certification proceedings, and appellate review of those proceedings. The Settlement offers present relief and/or recovery to Participating Class Members while avoiding the further expense, risk, and delay in obtaining possible recovery at an unknown time in the future.

As a result of this litigation and extensive settlement negotiations, Defendants agreed to pay a Gross Settlement Amount of \$168,000.00 to settle the matter. After deducting the attorneys' fees (\$56,000.00), actual litigation costs and expenses (\$8,381.02), Service Payment (\$10,000.00), Settlement Administration Fees (\$9,040.00), and PAGA Penalties (\$16,800.00)

⁵⁷ GruppChang Decl., ¶ 12.

1 from the Gross Settlement Amount, it is currently estimated that the Net Settlement Amount is
2 approximately \$67,778.98.⁵⁸ The Net Settlement Amount will be fully distributed in accordance
3 with the terms of the Settlement. The highest Individual Class Payment to a Participating Class
4 Member is currently estimated to be \$3,303.58 and the average Individual Class Payment is
5 currently estimated to be \$564.82.⁵⁹ The Settlement offers significant monetary relief to the
6 Participating Class Members.

7 **4. Whether the Fee Is Fixed or Contingent.**

8 Plaintiff entered into a contingency fee agreement with Class Counsel, and the
9 representation of the Class provided by Class Counsel has been wholly contingent. Class
10 Counsel took on the cases without knowing whether any recovery would be obtained. Class
11 Counsel has invested over 100 hours of time to obtain relief on behalf of Plaintiff and the Class.⁶⁰
12 Class Counsel has also incurred litigation costs and expenses in the anticipated amount of
13 \$8,381.02.⁶¹

14 Class Counsel has borne all of the risks and costs of litigation and will not receive any
15 compensation until recovery is obtained.⁶² Class Counsel is well-experienced in wage-and-hour
16 class action and complex litigation and used that experience to obtain a great result.⁶³ The skill
17 and determination that Class Counsel has shown, along with the results obtained, justify the
18 requested Attorneys' Fees and Costs. Considering the amounts requested, the work performed,
19 and the risks incurred, the requested fees and costs are reasonable and should be awarded.

20 In determining the reasonableness of a fee award in a class action settlement, whether or
21 not representation is provided on a contingency basis is an important factor:

22 A contingent fee must be higher than a fee for the same legal services paid as they
23 are performed. The contingent fee compensates the lawyer not only for the legal
24 services he renders but for the loan of those services. A lawyer who both bears the
25 risk of not being paid and provides legal services is not receiving the fair market
26 value of his work if he is paid only for the second of these functions. If he is paid
27 no more, competent counsel will be reluctant to accept fee award cases.

28 ⁵⁸ Simpluris Decl., ¶ 15; see fn.8, *supra*.

⁵⁹ *Id.*, ¶ 16; see fn.30, *supra*.

⁶⁰ GruppChang Decl., ¶ 11.

⁶¹ See Part VII, *infra*.

⁶² GruppChang Decl., ¶ 21.

⁶³ See *id.*, ¶¶ 13-20.

Cates v. Chiang (2013) 213 Cal.App.4th 791, 823 (internal quotes and citations omitted). Class Counsel litigated the cases on a contingent basis with all of the concomitant risk factors inherent in such an uncertain undertaking. Had Class Counsel not been successful, the time that Class Counsel has devoted to litigating the matter would have been for naught, and would not have produced any fee or any reimbursement of costs or expenses.

5. The Amount Involved and the Results Achieved.

The results achieved, in light of the difficulties inherent in similar cases and the specific difficulties faced in this matter, are considerable. The Settlement has yielded a positive response from the Class Members—no Class Members objected to the Settlement and no Class Members requested exclusion from the Settlement.⁶⁴

The court in *Camden* noted that, “a key element of the common fund case is that fees are [...] taken from the fund [...] and a common fund is itself the measure of success ... [and] represents the benchmark on which a reasonable fee will be awarded.” *Camden*, 946 F. 2d 768, fn. 28 (citing *Court Awarded Attorney Fees, Report of the Third Circuit Task Force* (October 8, 1985) 108 F.R.D. 237 and Newberg, *Attorney Fee Awards* § 2.07 (1986)).

Here, the results achieved and obtained on behalf of Plaintiff and the Class are reasonable in light of the risks inherent in further litigating this matter. Class Counsel’s efforts have resulted in a settlement that provides for a Gross Settlement Amount of \$168,000.00.⁶⁵ The Gross Settlement Amount will be fully paid out, in accordance with the terms of the Settlement Agreement. The highest Individual Class Payment to a Participating Class Member is currently estimated to be \$3,303.58 and the average Individual Class Payment is currently estimated to be \$564.82.⁶⁶

6. The Reputation and Ability of the Attorneys.

Brock & Gonzales, LLP is a recognized employment law firm that employed its attorneys’ knowledge, skills, and experience in bringing this matter to a successful conclusion. Class Counsel has years of complex employment litigation experience, has recovered millions

⁶⁴ Simpluris Decl., ¶¶ 11-12.

⁶⁵ Settlement Agreement, ¶ 1.22.

⁶⁶ Simpluris Decl., ¶ 16; see fn.30, *supra*.

of dollars on behalf of thousands of employees in California, and is counsel of record of numerous wage-and-hour class action and complex cases.⁶⁷

D. The Lodestar Methodology Also Justifies Approval of the Requested Fees, Because Class Counsel Has Performed Work That Is of Significant Value Based On Reasonable Hours and Prevailing Hourly Rates of Compensation.

While the percentage-of-the-benefit approach is endorsed as the better approximation of the workings of the marketplace than the lodestar approach, courts may also use the lodestar method to “cross-check” the results of the other. See *Laffitte, supra*, 1 Cal.5th at 505 (explaining that “[a] lodestar cross-check is simply a quantitative method for bringing a measure of the time spent by counsel into the trial court’s reasonableness determination”); see also, e.g., *Vizcaino*, 290 F.3d at 1050 (“[W]hile the primary basis of the fee award remains the percentage method, the lodestar may provide a useful perspective on the reasonableness of a given percentage award.”). Importantly, “the lodestar calculation . . . does not override the trial court’s primary determination of the fee as a percentage” of the settlement amount and “does not impose an absolute maximum or minimum on the potential fee award.” *Laffitte, supra*, 1 Cal.5th at 505.

The lodestar is calculated based on reasonable hours at reasonable prevailing hourly rates for the attorneys. *Ketchum, supra*, 24 Cal.4th at 1131-32.

1. The Number of Hours Spent on the Litigation was Reasonable.

The reasonableness of hours is assessed by “the entire course of the litigation, including pretrial matters, settlement negotiations, discovery, litigation tactics, and the trial itself[.]” *Vo v. Las Virgenes Municipal Water Dist.* (2000) 79 Cal.App.4th 440, 447.

As discussed above, the cases were highly contested and required a significant amount of time and labor. The handling of the case involved a great amount of effort, and also required and involved the exercise of a high level of skill, which Class Counsel has as a result of its extensive experience in complex employment and wage-and-hour litigation. Long and difficult battles would have followed as the cases moved toward certification and trial. Counsel undertook significant preparation in an attempt to resolve the entire matter through mediation.

⁶⁷ GruppChang Decl., ¶¶ 13-20.

As discussed above in Part VI.C.1, *infra*, as set forth in the Declaration of Danielle L. GruppChang, Class Counsel performed numerous tasks on behalf of Plaintiff and the Class.⁶⁸ The GruppChang Declaration demonstrates that Class Counsel has spent over 100 hours litigating this matter and finalizing the Settlement.⁶⁹ In light of the facts and circumstances of the matter, as well as the results that Class Counsel has achieved on behalf of Plaintiff and the Class Members, Class Counsel has spent a reasonable number of hours on this matter. In addition, Class Counsel will continue to perform work on this matter through the date of final approval and in connection with the implementation of the Settlement.

2. The Fees Requested Represent a Reasonable Hourly Rate of Compensation in Light of Class Counsel's Efforts and Experience.

Class Counsel has been actively involved in this matter, prior to its commencement and all the way up to the present, and Class Counsel's dedication to providing representation in this matter has precluded other employment. Here, Class Counsel bore the risk that, despite all of its efforts and skills employed, there may be no recovery. Ultimately, Class Counsel was successful in reaching a settlement of \$168,000.00.

As set forth in the Declaration of Danielle L. GruppChang, the professional backgrounds and experience of Class Counsel support a reasonable hourly rate of compensation of at least \$600 per hour for services provided by Class Counsel.⁷⁰

Applying the rate of \$600 per hour to 108 hours with a modest multiplier of 1.2 would place a reasonable value of \$64,800.00, based on lodestar, for the work performed by Class Counsel. However, Class Counsel only seeks attorneys' fees in the amount of \$56,000.00, which is one-third of the total recovery, as provided for by the Settlement Agreement.

The lodestar method as a cross-check to the percentage figure sought strongly supports the reasonableness of the requested attorneys' fees. Accordingly, Plaintiff respectfully requests that the Court grant final approval of, and award, attorneys' fees in the amount of \$56,000.00 to Class Counsel.

⁶⁸ See GruppChang Decl., ¶ 11.

⁶⁹ *Ibid*,

⁷⁰ GruppChang Decl., ¶¶ 13-20.

VII. COSTS TO BE REIMBURSED TO CLASS COUNSEL ARE FAIR AND REASONABLE, AND SHOULD BE APPROVED.

The Settlement provides for reimbursement of litigation costs and expenses of up to \$15,000.00. As set forth in the Declaration of Danielle L. GruppChang, Class Counsel anticipates to have incurred a total of \$8,381.02 in litigation costs and expenses.⁷¹ This amount was reasonable and necessary in the prosecution of the cases and to obtain the Settlement.⁷² The cost savings of \$6,618.98 will be included as part of the Net Settlement Amount, which will be distributed to the Participating Class Members in accordance with the Settlement.⁷³ Accordingly, Plaintiff requests that the Court award litigation costs and expenses in the amount of \$8,381.02 to Class Counsel.

VIII. THE ADMINISTRATION EXPENSES PAYMENT IS FAIR AND REASONABLE AND SHOULD BE APPROVED.

As set forth in the accompanying Simpluris Declaration, the total costs incurred and to be incurred by Simpluris for the notice and settlement administration process are \$9,040.00.⁷⁴ The costs incurred and to be incurred include, but are not limited to, expenses for formatting, printing, mailing the Notice Packet to the Class Members; performing skip-trace searches on Notice Packets returned as undeliverable; re-mailing the Notice Packets to any updated addresses located by skip-trace search; receiving, reviewing, and processing Requests for Exclusion, Objections, and Workweek Disputes (if any); handling inquiries from Class Members regarding the Settlement; calculating Individual Class Payment and Individual PAGA Payments and preparing the associated tax forms; and transmitting payments, among other things.⁷⁵

Accordingly, the Court should grant final approval of payment to Simpluris, a necessary third-party for handling of the notice and settlement process, in the amount of \$9,040.00.

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⁷¹ GruppChang Decl., ¶ 21

⁷² *Ibid.*

⁷³ *Ibid.*

⁷⁴ Simpluris Decl., ¶ 17.

⁷⁵ Simpluris Decl., ¶ 3.

IX. THE REQUESTED SERVICE PAYMENT IS FAIR AND REASONABLE, AND SHOULD BE APPROVED.

The Settlement provides for Service Payment in the amount of \$10,000.00 to Plaintiff to compensate her for the time and effort that they expended on behalf of the Class. The requested Service Payment is commonly upheld, reasonable, and should be awarded.

In determining whether to make a service payment, courts consider the following factors: (1) the risk to the class representative in commencing suit, both financial and otherwise; (2) the notoriety and personal difficulties encountered by the class representatives; (3) the amount of time and efforts spent by the class representatives; (4) the duration of the litigation; and (5) the personal benefit (or lack thereof) enjoyed by the class representatives as a result of the litigation. *Vranken v. Atlantic Richfield Co.* (N.D. Cal. 1995) 901 F.Supp. 294, 299 (approving \$50,000 participation award to a single class representative).

The requested Service Payment is fair and appropriate because Plaintiff spent a substantial amount of time and effort producing relevant documents and past employment records, as well as providing the facts and evidence necessary to attempt to prove the allegations. Plaintiff was available whenever Class Counsel needed her and actively tried to obtain, and gave, information that would benefit the Class.⁷⁶ Plaintiff spent numerous hours speaking with Class Counsel about her claims, describing her work experiences with Defendant, and gathering and reviewing documents.⁷⁷ Plaintiff provided valuable information which would have otherwise been incredibly difficult for Class Counsel to obtain which Class Counsel believes directly effected the outcome of this case. These services merit the requested Service Payment to Plaintiff, who has not received any compensation for her efforts on behalf of the Class Members to date.⁷⁸

The requested Service Payment was fully disclosed in the Class Notice that was mailed to the Class Members. No objections were made with regards to the requested Service Payment. Accordingly, it is appropriate and just for Plaintiff to each receive \$10,000.00 as a reasonable

⁷⁶ Declaration of Rachel Gillett (“Gillett Decl.”), ¶¶

⁷⁷ *Ibid.*

⁷⁸ Gillett Decl, ¶ 9.

1 Service Payment, in addition to her Individual Class Payment and Individual PAGA Payment,
2 for her services on behalf of the Class.

3 **X. CONCLUSION**

4 For the foregoing reasons, Plaintiff respectfully requests that the Court grant final
5 approval of the Settlement, and award Attorneys' Fees and Costs, Service Payment,
6 Administration Expenses Payment, and allocation for the PAGA Penalties, in their entirety, as
7 sought herein; and permit the filing of a memorandum that exceeds the page limit.

8 Dated: October 14, 2024

BROCK & GONZALES, LLP

9
10 By:


Danielle L. GruppChang
Attorneys for Plaintiff and the Class