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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES—SPRING STREET COURTHOUSE**

MIREYA TORRES, IDREES HOLLIS,
CHRISTOPHER GARCIA, CHUMANI
BROWN, 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;

Plaintiffs,

vs.

WILLIAMS LEA, INC., a Delaware
corporation; and DOES 1 through 100,
inclusive,

Defendants.

Case No.: 20STCV04508

Honorable Kenneth R. Freeman
Department SSC14

CLASS ACTION

**PLAINTIFFS' NOTICE OF MOTION
AND MOTION FOR FINAL APPROVAL
OF CLASS ACTION SETTLEMENT,
CLASS COUNSEL'S FEES AND COSTS,
AND ENHANCEMENT PAYMENTS;
MEMORANDUM OF POINTS AND
AUTHORITIES IN SUPPORT THEREOF**

[Declaration of Class Counsel
(Edwin Aiwazian); Declarations of Class
Representatives (Mireya Torres, Idrees
Hollis, Christopher Garcia, and Chumani
Brown); Declaration of Settlement
Administrator (Jennifer Beliveau); and
[Proposed] Final Approval Order and
Judgment filed concurrently herewith]

Date: January 18, 2024
Time: 10:00 a.m.
Department: SSC14

Complaint Filed: February 4, 2020
FAC Filed: July 29, 2022
Trial Date: None Set

1 **PLEASE TAKE NOTICE** that on January 18, 2024 at 10:00 a.m., in Department
2 SSC14 of the above-entitled Court, located at 312 North Spring Street, Los Angeles, California
3 90012, Plaintiffs Mireya Torres, Idrees Hollis, Christopher Garcia, and Chumani Brown
4 (together, the “Plaintiffs”) will and hereby do move for an order granting final approval of:

5 1. The First Amended Joint Stipulation of Class and PAGA Settlement
6 (“Settlement,” “Agreement,” or “Settlement Agreement”) on the grounds that the Settlement is
7 fair, adequate, and reasonable because:

- 8 • A Net Settlement Amount of approximately **\$1,543,822.86** will be fully distributed to
9 the Class Members who did not submit a timely and valid Request for Exclusion
10 (“Settlement Class Member”);
- 11 • **No Objections** were submitted to the settlement administrator, Simpluris, Inc.
12 (“Settlement Administrator”);
- 13 • **Only one (1) Request for Exclusion** was submitted to the Settlement Administrator;

14 2. Payment in the amount of **\$966,666.67** to Lawyers for Justice, PC (“Class
15 Counsel”), representing one-third (1/3) of the Gross Settlement Amount, for attorneys’ fees,
16 which is reasonable and justified on a percentage-basis and also based on a lodestar cross-check;

17 3. Payment in the amount of **\$19,510.47** to Class Counsel for reimbursement of
18 litigation costs and expenses;

19 4. Payment in the amount of **\$20,000.00** to the Settlement Administrator, Simpluris,
20 Inc. (“Simpluris”), for Settlement Administration Costs;

21 5. Payment in the amount of \$12,500.00 each to Plaintiffs Mireya Torres, Idrees
22 Hollis, Christopher Garcia, and Chumani Brown, as a Class Representative Enhancement
23 Payment, for a total of **\$50,000.00**, for their 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 \$300,000.00, of which seventy-five
26 percent (75%), or **\$225,000.00**, will be paid to the California Labor and Workforce Development
27 Agency and twenty-five percent (25%), and **\$75,000.00**, will be distributed to the PAGA
28 Aggrieved Employees.

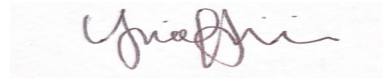
1 This Motion is made pursuant to Rule 3.769 and Rule 3.1113(e) of the California Rules
2 of Court, which require approval by the Court of a class action settlement and permit the Court to
3 extend the page limit for memoranda.

4 This motion is based upon the following Memorandum of Points and Authorities; the
5 Declarations of Class Counsel (Edwin Aiwazian), Class Representatives (Mireya Torres, Idrees
6 Hollis, Christopher Garcia, and Chumani Brown), and Settlement Administrator (Jennifer
7 Beliveau of Simpluris) in support thereof; the pleadings and other records on file with the Court
8 in this matter; and such evidence and oral argument as may be presented at the hearing on this
9 Motion.

10 Dated: December 18, 2023

LAWYERS for JUSTICE, PC

11
12 By:



13 Yasmin Hosseini
14 *Attorneys for Plaintiffs and the Class*
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MEMORANDUM OF POINTS AND AUTHORITIES

I. SUMMARY OF MOTION

Plaintiffs Mireya Torres, Idrees Hollis, Christopher Garcia, and Chumani Brown (together, the “Plaintiffs”) seek final approval of: (1) the Gross Settlement Amount of \$2,900,000.00; (2) attorneys’ fees in the amount of \$966,666.67, which is one-third (1/3) of the Gross Settlement Amount, and reimbursement of litigation costs and expenses in the amount of \$19,510.47 (together, “Class Counsel Fees and Costs”) to Lawyers for Justice, PC (“Class Counsel”); (3) Settlement Administration Costs in the amount of \$20,000.00 to Simpluris, Inc. (“Simpluris” or “Settlement Administrator”); (4) Enhancement Payments in the amount of \$12,500.00 each to Plaintiffs Mireya Torres, Idrees Hollis, Christopher Garcia, and Chumani Brown, for a total of \$50,000.00; and (5) allocation of \$300,000.00 for penalties under the Private Attorneys General Act of 2004, California Labor Code § 2698, *et seq.* (“PAGA Payment”).

Plaintiffs seek relief on behalf of the following Class:

All current and former non-exempt or hourly employees of Defendant that worked in California at any time from February 4, 2016 through Marh 16, 2022 (“Class” or “Class Members”).¹

This matter involved ongoing investigations, formal and informal discovery, review and analysis of a large volume of documents and data prior to and during mediation conducted by David Walsh, Esq., and extensive settlement negotiations. This matter has required 774.50 hours of attorney time by Class Counsel. As will be demonstrated herein, the request for attorneys’ fees, which represents one-third (1/3) of the Gross Settlement Amount, is fully supported by the use of the percentage-fee method. Courts have historically awarded fees of up to fifty percent (50%) of the recovery. The requested attorneys’ fees are also supported under the lodestar cross-check method.²

¹ First Amended Joint Stipulation of Class and PAGA Settlement (“Settlement Agreement”), § B.4.

² Applying a reasonable rate of \$850 per hour to 774.50 hours of work performed by Lawyers for Justice, PC would place a base lodestar value of \$658,325.00 on Class Counsel’s services, and Class Counsel seeks an attorneys’ fees award of \$966,666.67 (equal to one-third (1/3) of the Gross Settlement Amount).

1 Plaintiffs move for final approval of the Enhancement Payments in the amount of
2 \$12,500.00 each to Plaintiffs Mireya Torres, Idrees Hollis, Christopher Garcia, and Chumani
3 Brown, for a total of \$50,000.00, to compensate Plaintiffs for the time and effort that they
4 expended spearheading this lawsuit on behalf of the Class, PAGA Aggrieved Employees, and the
5 State of California. Plaintiffs also move for final approval of the payment to the Settlement
6 Administrator in the amount of \$20,000.00 for Settlement Administration Costs. Plaintiffs also
7 move for final approval of the allocation of \$300,000.00 for the PAGA Payment, of which
8 \$225,000.00 will be paid to the California Labor Workforce and Development Agency
9 (“LWDA”) for its portion of the PAGA Payment (“LWDA Payment”), and \$75,000.00 (the “Net
10 PAGA Penalties”) will be distributed to all current and former non-exempt or hourly employees
11 of Defendant that worked in California at any time from May 12, 2019 through March 16, 2022
12 (“PAGA Aggrieved Employees”).

13 The requests for Class Counsel Fees and Costs, Enhancement Payments, Settlement
14 Administration Costs, and allocation for the PAGA Payment were fully disclosed in the Notice
15 of Class Action Settlement (“Class Notice”) that was mailed to the Class Members. Most
16 importantly, as of the date of this Motion, *not a single Class Member has objected to any aspect*
17 *of the Settlement, including the requested Class Counsel Fees and Costs, Enhancement*
18 *Payments, Settlement Administration Costs, or PAGA Payment.*

19 The Settlement is fair, adequate, and reasonable, and is the product of arm’s-length,
20 good-faith negotiations by experienced counsel presided over by a highly-regarded mediator who
21 is experienced in mediating wage-and-hour class action lawsuits. Accordingly, the Court should
22 grant final approval of the Settlement, and award Class Counsel Fees and Costs, Enhancement
23 Payments, Settlement Administration Costs, and PAGA Payment in the amounts as fully
24 disclosed to the Class and as requested herein.

25 In order to efficiently present the Court with adequate information to determine whether
26 to grant final approval of the Settlement and award Class Counsel Fees and Costs, Enhancement
27 Payments, Settlement Administration Costs, and PAGA Payment, Plaintiffs also move for an
28 order permitting the filing of this single consolidated memorandum, although it exceeds the page

limit established by California Rules of Court, Rule 3.1113(d), instead of filing several separate motions.

II. PROCEDURAL HISTORY AND FACTUAL BACKGROUND

Defendant Williams Lea, Inc. (“Defendant”) is a global company that provides business process outsourcing services to financial, legal, and professional services firms. Plaintiffs Mireya Torres, Idrees Hollis, Christopher Garcia, and Chumani Brown are former employees of Defendant.

On February 4, 2020, Plaintiff Mireya Torres filed a Class Action Complaint for Damages in the Los Angeles County Superior Court (“Court”), thereby commencing the above-captioned lawsuit (“*Torres* Class Action”).

On May 12, 2020, Plaintiff Mireya Torres provided written notice to the Labor and Workforce Development Agency (“LWDA”) and Defendant giving notice of her intent to pursue civil penalties under the California Private Attorneys General Act, California Labor Code § 2698, Et. Seq. (“PAGA”), on behalf of herself and the State of California.

On July 16, 2020, Plaintiff Mireya Torres filed a Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. against Defendant, on behalf of the State of California, as a private attorney general, alleging a single cause of action against Defendant for recovery of civil penalties under the California Private Attorneys General Act (“PAGA”), entitled *Mireya Torres v. Williams Lea, Inc.*, Orange County Superior Court Case No. 30-2020-01149249-CU-OE-CXC (the “*Torres* PAGA Action,” and together with the *Torres* Class Action, the “Actions”).

On July 27, 2020, Defendant filed an Answer to the *Torres* Class Action.

Plaintiffs’ core allegation is that Defendant has violated the California Labor Code by engaging in a uniform practice and procedure, with respect to Plaintiffs and the Class Members, of, *inter alia*, failing to pay all overtime and minimum wages, failing to provide compliant meal and rest periods and associated premium pay, failing to timely pay wages during employment and upon termination of employment, failing to provide compliant wage statements, failing to maintain requisite payroll records, and failing to reimburse necessary business expenses, and

1 thereby engaged in unfair business practices in violation of California Business and Professions
2 Code section 17200, *et seq.* and conduct that gives rise to penalties pursuant to PAGA. Plaintiff
3 Mireya Torres contends that she, the Class Members, and the PAGA Aggrieved Employees, are
4 entitled to, *inter alia*, unpaid wages, penalties (including and not limited to, penalties pursuant to
5 PAGA), and attorneys' fees.

6 Defendant has denied, and continues to deny, any liability and wrongdoing of any kind
7 associated with any of the allegations in the Actions, and further denies that the Actions are
8 appropriate for class or representative treatment for any purpose other than for settlement
9 purposes only.

10 The Parties have actively litigated the Actions since the *Torres* Class Action was
11 commenced on February 4, 2020. The Parties have conducted significant formal and informal
12 discovery and investigation into the claims. Both sides have propounded multiple sets of formal
13 written discovery requests in various forms. On January 6, 2022, Plaintiff Mireya Torres
14 propounded multiple sets of discovery including Requests for Production of Documents, (Set
15 One); Special Interrogatories, (Set One, Two and Three); and Form Interrogatories, (Set One), on
16 Defendant. Thereafter, on March 14, 2022, Defendant responded to Plaintiff Mireya Torres'
17 discovery requests. The Parties engaged in extensive discussions about the strengths and
18 weaknesses of Plaintiff's claims and Defendants' defenses thereto, to try to resolve the Actions.

19 On September 16, 2021, the Parties participated in a formal, full-day mediation
20 conducted by David Walsh, Esq., a well-regarded mediator experienced in mediating complex
21 labor and employment matters. With the aid of the mediator's evaluation, the Parties ultimately
22 reached the Settlement described herein to resolve the Actions in their entirety.

23 On March 16, 2022, Plaintiffs Idrees Hollis, Christopher Garcia, and Chumani Brown
24 provided written notices to the LWDA and Defendant of the specific provisions of the California
25 Labor Code that they contend were violated.

26 On July 29, 2022, Plaintiffs filed a First Amended Class Action Complaint for Damages
27 and Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et
28 Seq. in the *Torres* Class Action, adding Idrees Hollis, Chumani Brown, and Christopher Garcia

as additional named plaintiffs and effectively consolidating all of the claims in the *Torres* Class Action and the *Torres* PAGA Action into one complaint (the “Operative Complaint”).

On September 22, 2022, Plaintiffs filed a Motion for Preliminary Approval of Class Action and PAGA Settlement (“Motion for Preliminary Approval”) and supporting documents seeking approval of the settlement reached by Plaintiffs and Defendant (collectively, the “Parties”).

On January 23, 2023, the Court issued a checklist for preliminary approval of class action settlement continuing the hearing on the Motion for Preliminary Approval and requesting Parties to further brief and/or amend the proposed settlement agreement addressing concerns outlined by the Court (the “Preliminary Approval Checklist”). On June 28, 2023, Plaintiffs filed a Supplemental Brief in Support of the Motion for Preliminary Approval, Declaration of Yasmin Hosseini in Support of the Motion for Preliminary Approval, Supplemental Declaration of Chumani Brown in Support of the Motion for Preliminary Approval, Supplemental Declaration of Christopher Garcia in Support of the Motion for Preliminary Approval, Supplemental Declaration of Mireya Torres in Support of the Motion for Preliminary Approval, Supplemental Declaration of Idrees Hollis in Support of the Motion for Preliminary Approval, and Declaration of Shaun J. Voigt in Support of the Motion for Preliminary Approval.

On July 6, 2023, at a continued hearing on Plaintiffs’ Motion for Preliminary Approval, the Court granted the Motion for Preliminary Approval. On July 24, 2023, the Court entered an Order Granting Preliminary Approval of Class Action and PAGA Settlement (“Preliminary Approval Order”), thereby preliminarily approving the terms of the Settlement, the Class Notice, and the proposed administration procedures and associated deadlines.

Plaintiffs now move for final approval of the Settlement, Class Counsel Fees and Costs, Enhancement Payments, Settlement Administration Costs, and PAGA Payment.

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 \$2,900,000.00 on a non-reversionary basis, in one installment within

thirty (30) calendar days of the Effective Date.³ Subject to approval by the Court, the Net Settlement Amount will be calculated by deducting the following amounts from the Gross Settlement Amount: (1) Class Counsel Fees and Costs, consisting of attorneys' fees in the amount of \$966,666.67 and reimbursement of litigation costs and expenses in the amount of \$19,510.47, to Class Counsel; (2) Enhancement Payments in the combined amount of \$50,000.00 to Plaintiffs Mireya Torres, Idrees Hollis, Christopher Garcia, and Chumani Brown; (3) Settlement Administration Costs in the amount of \$20,000.00 to Simpluris; and (4) PAGA Payment in the amount of \$300,000.00.⁴ The Net Settlement Amount, which is estimated to be \$1,543,822.86, will be distributed in accordance with the Settlement Agreement, and there is no reversion to Defendant.⁵

The Settlement Administrator will calculate each Settlement Class Member's share of the Net Settlement Amount ("Individual Settlement Payment"), by first dividing the Net Settlement Amount by the total number of Workweeks worked by Class Members during the Class Period. That value will then be multiplied by the number of Workweeks worked by each respective Class Member during the Class Period.⁶

The Settlement Administrator will calculate each PAGA Aggrieved Employee's share of the Net PAGA Penalties ("Individual PAGA Payment") by first dividing the Net PAGA Penalties by the total number of Workweeks worked by PAGA Aggrieved Employees during the PAGA Period. That value will then be multiplied by the number of Workweeks worked by each respective PAGA Aggrieved Employee during the PAGA Period.⁷

Class Members had sixty (60) days after the initial mailing of the Class Notice to Class Members to dispute the number of Workweeks credited to each of them, opt out of the Class

³ Settlement Agreement, §§ A.16, C.3, C.9, & C.10.

⁴ *Id.*, § A.19.

⁵ This amount is higher than the amount stated in Paragraph 14 of the accompanying Declaration of Jennfier Beliveau Regarding Notice and Settlement Administration ("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 \$25,000.00, which is allocated under the Settlement. However, Class Counsel seeks the amount of only \$19,510.47 for reimbursement of litigation costs and expenses, and the difference of \$5,489.53 will remain part of the Net Settlement Amount.

⁶ Settlement Agreement, §§ B.36 & C.10.

⁷ *Id.*, §§ B.17, B.24 & C.9.

1 Settlement, and/or object to the Class Settlement (“Response Deadline”).⁸ The Response
2 Deadline was December 5, 2023.⁹ *As of the date of this Motion, the Settlement Administrator*
3 *has only received one (1) written request for exclusion from the Class Settlement (“Requests for*
4 *Exclusion”).*¹⁰ *The Settlement Administrator has not received any objections to the Settlement*
5 *(“Objections”) from Class Members.*¹¹

6 Each Individual Settlement Payment will be allocated as follows: twenty percent (20%)
7 wages, which will be reported on an IRS Form W-2; and eighty percent (80%) penalties and
8 interest, which will be reported on an IRS Form 1099.¹² Each Individual PAGA Payment will be
9 allocated as one hundred percent (100%) penalties.¹³ The Settlement Administrator will
10 withhold the employee’s share of taxes and withholdings with respect to the wages portion of the
11 Individual Settlement Payment, and issue checks to Settlement Class Members for their net
12 payment of each Settlement Class Member’s Individual Settlement Payment.¹⁴ The employer’s
13 share of taxes and contributions on the wages portion of Individual Settlement Payment will be
14 paid by Defendant separately and in addition to the Gross Settlement Amount.¹⁵

15 Within fifteen (15) calendar days of Defendant funding the Gross Settlement Amount, the
16 Settlement Administrator will distribute Individual Settlement Payments to Settlement Class
17 Members, Individual PAGA Payments to PAGA Aggrieved Employees, LWDA Payment to the
18 Labor and Workforce Development Agency, Enhancement Payments to Plaintiffs, Class Counsel
19 Fees and Costs to Class Counsel, and Settlement Administration Costs to itself as provided for in
20 the Settlement agreement and approved by the Court.¹⁶

21 Each Individual Settlement Payment check will be valid and negotiable for one hundred
22 and eighty (180) calendar days from the date the checks are issued, and thereafter, shall be
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⁸ Settlement Agreement, § B.31.

25 ⁹ Simplicius Decl., ¶¶ 11, 12 & 13.

26 ¹⁰ *Id.*, ¶ 12.

27 ¹¹ *Id.*, ¶ 13.

28 ¹² Settlement Agreement, § C.28.

¹³ *Id.*, § C.29.

¹⁴ *Id.*, § C.28.

¹⁵ *Ibid.*

¹⁶ *Id.*, § C.24.

1 cancelled.¹⁷ All funds associated with such cancelled checks will be transmitted to the State
2 Controller's Office, Unclaimed Property Division in the name of the absent Settlement Class
3 Member and/or PAGA Aggrieved Employee and in the amount of his or her respective
4 Individual Settlement Payment and/or Individual PAGA Payment.¹⁸

5 **IV. THE SETTLEMENT ADMINISTRATION PROCESS**

6 The Court-appointed Settlement Administrator, Simpluris, has taken all necessary steps
7 to effectuate the notice and settlement administration process, as set forth in the Court's July 24,
8 2023 Preliminary Approval Order.

9 On or before July 24, 2023, Simpluris received the Court-approved text for the Class
10 Notice.¹⁹

11 Between September 19, 2023 and October 3, 2023, Simpluris received a data list from
12 Defendant's counsel that contained the full names, Social Security numbers, last known
13 addresses, last known telephone number (if available), Social Security Number, the number of
14 Workweeks he or she worked during the Class Period, and the number of Workweeks he or she
15 worked during the PAGA Period (collectively, "Class Data and List").²⁰ The Class List
16 contained records for nine hundred and thirty-six (936) individuals identified as Class Members
17 of which five hundred twenty-nine (529) individuals were identified as PAGA Aggrieved
18 Employees.²¹ Of the (936) individuals identified as Class Members seven (7) Class Members
19 were ultimately removed from the Class List because they were identified as having zero (0)
20 workweeks.²² Simpluris processed the names and addresses through the National Change of
21 Address Database ("NCOA") and updated the Class List with any updated addresses located.²³

22 On October 6, 2023, Simpluris caused the Class Notice to be mailed via First Class U.S.
23 Mail to nine hundred and twenty-nine (929) Class Members and five hundred twenty-nine (529)

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26 ¹⁷ Settlement Agreement, § C.25.

27 ¹⁸ Ibid.

28 ¹⁹ Simpluris Decl., ¶ 6.

²⁰ *Id.*, ¶ 3.

²¹ Ibid.

²² *Id.*, ¶ 4.

²³ *Id.*, ¶ 5.

PAGA Aggrieved Employees in English and Spanish.²⁴

As of the date of this Motion, eighty-one (81) Class Notices were returned by the post office.²⁵ For the Class Notices returned without a forwarding address, Simpluris performed an advanced address search (i.e. skip trace) on all of these addresses by using Accurant, a reputable research tool owned by Lexis-Nexis.²⁶ Simpluris used the Class Member's name, previous address and Social Security number to locate a more current address.²⁷ Of the eighty-one (81) returned Class Notices, seventy-two (72) Class Notices were re-mailed to either a newfound address or with forwarding addresses provided by USPS. The remaining nine (9) Class Notices were undeliverable because Simpluris was unable to find a better address.²⁸ Simpluris received one (1) re-mail request for the Class Notice and a Class Notice was promptly sent to this individual by email.²⁹

As of the date of this Motion, the Settlement Administrator has not received any Objections or any dispute regarding Workweeks from Class Members.³⁰

As of the date of this Motion, the Settlement Administrator has received only one (1) Request for Exclusion from Class Members.³¹

To date, there are nine hundred twenty-eight (928) Settlement Class Members who did not submit a timely and valid Request for Exclusion, and are therefore, deemed to be Settlement Class Members.³²

Pursuant to the terms of the Settlement, the Net Settlement Amount of approximately \$1,543,822.86 will be distributed to Settlement Class Members in accordance with the terms of the Settlement.³³ The highest Individual Settlement Payment is currently estimated to be \$4,203.49 and the average Individual Settlement Payment is currently estimated to be

²⁴ Simpluris Decl., ¶ 7.

²⁵ *Id.*, ¶ 8.

²⁶ *Ibid.*

²⁷ *Ibid.*

²⁸ *Ibid.*

²⁹ *Id.*, ¶ 9.

³⁰ *Id.*, ¶¶ 11 & 13.

³¹ *Id.*, ¶¶ 12.

³² *Id.*, ¶ 14.

³³ *Id.*, ¶ 14; see also, n.5, *supra*.

\$1,605.60.³⁴ The highest Individual PAGA Payment is currently estimated to be \$226.61 and the average Individual PAGA Payment is currently estimated to be \$141.78.³⁵

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. *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

³⁴ Simpluris Decl., ¶ 15. The actual average and highest Individual Settlement Payments will be larger than the amounts stated in the Simpluris Declaration because the Net Settlement Sum is larger due to Class Counsel's request for reimbursement of litigation costs and expenses in an amount that is less than \$65,000.00 (the difference between the amount sought and the amount authorized under the Settlement, i.e., \$5,489.53, will be part of the Net Settlement Sum). See n.5, *supra*.

³⁵ *Id.*, ¶ 16.

1 have possibly obtained, but whether the settlement, taken as a whole, is “fair, adequate, and
2 reasonable.” *Chavez v. Netflix, Inc.* (2008) 162 Cal.App.4th 43, 55. A settlement need not
3 obtain 100 percent of the damages sought in order to be fair, reasonable, and ultimately,
4 meaningful. *Wershba, supra*, 91 Cal.App.4th at 251. Even if the proposed settlement affords
5 relief that is substantially narrower than it would be if the case were to be successfully litigated,
6 that is no bar to a class settlement because the public interest may indeed be served by a
7 voluntary settlement in which each side gives ground in the interest of avoiding prolonged
8 litigation. *Id.*

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

11 The Parties actively litigated this matter since the commencement of the *Torres* Class
12 Action on February 4, 2020. Class Counsel conducted significant formal and informal discovery
13 and investigation into the facts of the cases, to assess the veracity, strength, and scope of the
14 claims, and prepare the Action for class certification and trial prior to reaching the Settlement.³⁶

15 The Parties conducted significant formal and informal discovery and investigation into
16 the facts of the cases, and also formally and informally exchanged a large volume information,
17 documents, and data throughout the course of the litigation and in connection with mediation and
18 settlement negotiations.³⁷ The volume of data and documents that Class Counsel reviewed and
19 analyzed included but was not limited to: employment records of Plaintiffs, a detailed sampling
20 of Class Members’ time and pay data and records, redacted class list, Employee Handbook,
21 company policy acknowledgments, internal memoranda, job descriptions, new hire orientation
22 checklists, and operations and employment policies, practices, and procedures documents,
23 among other information and documents.³⁸ Class Counsel developed liability, damages, and
24 penalties valuation models in the course of litigation and in connection with mediation and
25 settlement negotiations, and met and conferred with Defendant’s counsel on numerous
26 occasions, e.g., to discuss issues relating to the pleadings, case management, discovery, and the

27 ³⁶ Declaration of Edwin Aiwasian (“Aiwasian Decl.”), ¶ 7.

28 ³⁷ *Ibid.*

³⁸ *Ibid.*

1 production of information, documents, and data in the course of litigation and in connection with
2 mediation and settlement negotiations. Class Counsel had the opportunity to interview and obtain
3 information from Plaintiffs, and other Class Members, and percipient witnesses.³⁹ Class Counsel
4 propounded multiple sets of formal written discovery requests on Defendant and reviewed
5 Defendant's responses and objections to written discovery. Class Counsel also drafted pleadings
6 and Plaintiffs' Mediation Brief and prepared for and attended court proceedings, settlement
7 negotiations, and the mediation, among other tasks.⁴⁰

8 After conducting significant formal and informal discovery and investigation into the
9 facts of the cases, the Parties participated in a formal, full-day mediation conducted by David
10 Walsh, Esq., a well-regarded mediator experienced in mediating complex labor and employment
11 matters.⁴¹ In the course of mediation and settlement discussions, the Parties exchanged class
12 information, documents, and data, and discussed various aspects of the cases, including but not
13 limited to, the risks and delays of further litigation, the risks to the Parties of proceeding with
14 class certification and trial, the law relating to certification, off-the-clock theory, meal and rest
15 periods, representative PAGA claims, and wage-and-hour enforcement, the evidence produced
16 and analyzed, and the possibility of appeals, among other things.⁴² During all settlement
17 discussions, the Parties conducted their negotiations at arm's length in an adversarial position.⁴³
18 Arriving at a settlement that was acceptable to all Parties was not easy.⁴⁴ Defendant and its
19 counsel felt strongly about their ability to prevail on the merits and to avoid class certification
20 and representative adjudication, while Plaintiffs and Class Counsel believed that they would be
21 able to obtain class certification and prevail at trial.⁴⁵ After conducting significant formal and
22 informal discovery and investigations, settlement negotiations, and with the aid of the mediator's
23 evaluation, the Parties have agreed that the matter is well-suited for settlement given the legal
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25 _____
26 ³⁹ Ibid.

27 ⁴⁰ Ibid.

28 ⁴¹ Aiwazian Decl., ¶ 8.

⁴² Ibid.

⁴³ Ibid.

⁴⁴ Ibid.

⁴⁵ Ibid.

issues relating to Plaintiffs' principal claims, as well as the costs and risks to the Parties that would attend further litigation.⁴⁶

The Settlement takes into account the strengths and weaknesses of each side's position and the uncertainty of how the cases might have concluded at certification, trial, and/or appeals. Class Counsel had the opportunity to interview and obtain information from Plaintiffs and other Class Members. Class Counsel also reviewed and analyzed a large volume of information, documents, and data obtained from Defendant, Plaintiffs, and other sources, and performed significant research into the applicable law, which is constantly evolving as it relates to certification, representative PAGA claims, off-the-clock theory, meal and rest periods, wage-and-hour law and enforcement, Plaintiffs' claims, Defendant's defenses, as well as facts discovered.⁴⁷ The Settlement was based on this large volume of facts, evidence, and investigation.⁴⁸ Additionally, Class Counsel has extensive experience in handling complex wage-and-hour matters, including significant experience in employment class action litigation.⁴⁹

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

The Settlement, which provides for a Gross Settlement Amount of \$2,900,000.00, represents a fair, adequate, and reasonable resolution of the cases, given the risks inherent in litigating class and representative claims through certification proceedings, trial, and/or appeals.⁵⁰ The Settlement was calculated using information and data uncovered through extensive case investigation, formal and informal discovery, and the exchange of information in the context of mediation.⁵¹ Had the action not settled, Defendant would have vigorously challenged class certification, manageability of representative adjudication, and liability. Defendant contended that individualized questions of fact predominate over any common issues, and these issues would pose challenges to certification and representative adjudication. Defendant would have

⁴⁶ Aiwazian Decl., ¶ 9.

⁴⁷ *Id.*, ¶ 7.

⁴⁸ *Id.*, ¶¶ 6, 7 & 8.

⁴⁹ *Id.*, ¶¶ 15-18.

⁵⁰ *Id.*, ¶ 21.

⁵¹ *Id.*, ¶¶ 5-8.

likely argued again at trial, if any, that Plaintiffs' claims were not appropriate for class-wide and/or representative adjudication. On the other hand, Defendant also faced the risk of the Court certifying a class and allowing a jury to decide Plaintiffs' 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 and PAGA Aggrieved Employees after all was said and done. This is not just an abstract contention. The risks and expenses of further litigation outweighed any benefit that might have been gained otherwise. 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 certification of a class, allowing a jury to decide the claims asserted in the cases, and the real possibility of no recovery after years of litigation. Additionally, the Parties were moving into the phase of the litigation where they would have to conduct a significant amount of additional discovery, including and not limited to, depositions of Defendant's Person Most Knowledgeable designees, expert witnesses, and percipient witnesses, such as managers, supervisors, and other current and former employees throughout the State of California. Additional discovery would have certainly arisen, which would have cost the parties additional time and money. In contrast, the Settlement provides real and significant benefits for the Class here and now, while avoiding the further expenses, risks, and delay of prolonged litigation with only the possibility of recovery.

It would be grossly inefficient for such a large class of current and former employees to bring individual actions to recover from Defendant for the alleged violations of wage-and-hour laws. Moreover, the potential individual recovery that could be obtained by a Class Member would not be significant enough to provide him or her with the incentive to sue. By granting

1 final approval of the Settlement, the Court can approve a resolution that provides a certain and
2 substantial recovery for Class Members.

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

4 The Settlement, which provides for a Gross Settlement Amount of \$2,900,000.00,
5 represents a fair, reasonable, and adequate resolution of the case. The Settlement was calculated
6 using information and data uncovered through extensive case investigation, formal and informal
7 discovery, and the exchange of information in the context of mediation. The Settlement takes
8 into account the potential risks and rewards inherent in any case and, in particular, in this matter.
9 Moreover, considering all of the facts in the case, the Gross Settlement Amount represents a
10 considerable recovery.

11 Even after deducting attorneys' fees in the amount of \$966,666.67, litigation costs and
12 expenses in the amount of \$19,510.47, Enhancement Payments in the combined amount of
13 \$50,000.00, Settlement Administration Costs in the amount of \$20,000.00, and PAGA Payment
14 in the amount of \$300,000.00 from the Gross Settlement Amount of \$2,900,000.00, the Net
15 Settlement Amount is currently estimated to be \$1,543,822.86.⁵² Under the Settlement
16 Agreement, the Gross Settlement Amount will be fully paid out without any reversion to
17 Defendant, in accordance with the terms of the Settlement. As discussed in Section III, *supra*,
18 each Settlement Class Member will be paid a *pro rata* share of the Net Settlement Amount,
19 based on the number of Workweeks credited to him or her. To date, there are nine hundred
20 twenty-eight (928) Settlement Class Members who did not submit a timely and valid Request for
21 Exclusion, and are therefore, deemed to be Settlement Class Members.⁵³ The highest Individual
22 Settlement Payment is currently estimated to be \$4,203.49 and the average Individual Settlement
23 Payment is currently estimated to be \$1,605.60.⁵⁴ The highest Individual PAGA Payment is
24 currently estimated to be \$226.61 and the average Individual PAGA Payment is currently
25 estimated to be \$141.78.⁵⁵ These are significant individual recoveries, particularly in light of the
26

27 ⁵² Simpluris Decl., ¶ 14; see n.5, *supra*.

28 ⁵³ *Id.*, ¶ 14.

⁵⁴ *Id.*, ¶ 15; see n.33, *supra*.

⁵⁵ *Id.*, ¶ 16.

risks of litigation.

At the final approval stage, “[a]n allocation formula need only have a reasonable, rational basis [to warrant approval], particularly if recommended by experienced and competent class counsel.” *In re American Bank Note Holographics, Inc., Securities Litigation* (S.D.N.Y. 2001) 127 F.Supp.2d 418, 429-30. The *pro rata* allocation here is a fair and reasonable way to distribute the Net Settlement Amount. In light of the above considerations, Class Counsel believes that the Settlement as a whole is fair, reasonable, and adequate, and in the best interest of the Class Members.⁵⁶ Although the recommendations of Class Counsel are not conclusive, the Court can properly take the recommendations into account, particularly if Class Counsel appears to be competent, has experience with this type of litigation, and significant discovery and investigation have been completed, as is the case here. Conte & Newberg, *Newberg on Class Actions* (4th Ed., 2002) § 11.47. Accordingly, the Court should grant final approval of the Settlement.

D. The Class Was Represented by Competent Counsel.

Class Counsel has extensive experience in employment class action law and complex wage-and-hour litigation.⁵⁷ Lawyers for Justice, PC has been appointed class counsel in numerous complex wage-and-hour cases, and has recovered millions of dollars for individuals in California.⁵⁸ 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 Class Settlement.***⁵⁹ Specifically, no objections have been made as to the Gross Settlement Amount or requested Class Counsel Fees and Costs, Enhancement Payments, Settlement Administration Costs, or the allocation for PAGA Payment. California courts have

⁵⁶ Aiwasian Decl., ¶ 22.

⁵⁷ *Id.*, ¶¶ 15-18.

⁵⁸ *Id.*, ¶ 18.

⁵⁹ Simpluris Decl., ¶ 13.

consistently found that a small number of objectors indicates the class’s 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 (The “experienced trial judge is the best judge of the value of professional services rendered in his court[.]”); *Cellphone Termination Fee Cases* (2009) 180 Cal.App.4th 1110, 1118. Where the amount of a settlement is a “certain easily calculable sum of money,” 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

1 in comparable litigation.” *Lealao, supra*, 82 Cal.App.4th at 50. Fee awards that are too small
2 will “chill the private enforcement essential to the vindication of many legal rights and obstruct
3 the representative actions that often relieve the courts of the need to separately adjudicate
4 numerous claims.” *Lealao, supra*, 82 Cal.App.4th at 53.

5 “The ultimate goal . . . is the award of a ‘reasonable’ fee to compensate counsel for their
6 efforts, irrespective of the method of calculation.” *Consumer Privacy Cases* (2009) 175
7 Cal.App.4th 545, 557-58 (quoting *Apple Computer, Inc. v. Superior Court, supra*, 126
8 Cal.App.4th at 1270). It is not an abuse of discretion to choose one method over another as long
9 as the method chosen is applied consistently using percentage figures and/or rates that accurately
10 reflect the marketplace. In cases where class members present claims against a settlement
11 amount and the settlement agreement provides that the defendant agrees to paying the attorneys a
12 percentage of the same, use of that percentage method is appropriate. *Lealao, supra*, 82
13 Cal.App.4th at 32.

14 Historically, courts have awarded fees as high as fifty percent (50%) of the settlement,
15 depending on the circumstances of the case. Conte & Newberg, *Newberg on Class Actions* (4th
16 Ed., 2002) § 14.03; *see also In re Ampicillin Antitrust Litig.* (D.D.C. 1981) 526 F.Supp. 494
17 (awarding attorneys’ fees in the amount of 45% of the settlement amount of \$7.3 million); *Beech*
18 *Cinema, Inc. v. Twentieth-Century Fox Film Corp.* (S.D.N.Y. 1979) 480 F.Supp. 1195 (awarding
19 approximately 53% of the settlement amount as attorneys’ fees). California courts routinely
20 approve class action attorneys’ fees awards “averag[ing] around one-third of the recovery.”
21 *Chavez v. Netflix, Inc.* (2008) 162 Cal.App.4th 43, 66 n.11 (lower court found 20 to 40 percent
22 range of contingency fee in marketplace was appropriate in class actions); *see also Laffitte*, 1
23 Cal.5th at 488 & 506 (approving fee award of 1/3 of common fund of \$19 million).

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

25 California and federal courts have long recognized that an appropriate method for
26 determining the award of attorneys’ fees is based on a percentage of the total value of benefits
27 made available to class members by the settlement. *Laffitte*, 1 Cal.5th at 503; *Boeing Co. v. Van*
28 *Gemert* (1980) 444 U.S. 472, 478; *Paul, Johnson, Alston & Hunt v. Gaulty* (9th Cir. 1989) 886

1 F.2d 268, 272; *Vincent v. Hughes Air West, Inc.* (9th Cir. 1977) 557 F.2d 759, 769; *Serrano v.*
2 *Priest* (1977) 20 Cal.3d 25, 34.⁶⁰ The purpose of this equitable doctrine is to spread litigation
3 costs proportionally among all the beneficiaries so that the active beneficiary does not bear the
4 entire burden alone. See *Vincent, supra*, 557 F.2d at 769.

5 When a litigant's efforts result in a settlement from which others may derive benefits, the
6 litigant may require the passive beneficiaries to compensate those whose efforts brought about
7 the settlement. See, R. Pearle, *California Attorney Fee Awards* (CEB, 1993) § 7A, p. 5-7
8 (permitting Class Counsel Fees and Costs to be paid out of the settlement or directly on behalf of
9 the other parties enjoying the benefit of the settlement). Both state and federal courts have
10 embraced this doctrine. See *Serrano, supra*, 20 Cal.3d at 35; *Crampton v. Takegoshi* (1993) 17
11 Cal.App.4th 308, 317; *Vincent, supra*, 557 F.2d at 769.

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 a
22 reasonable fee award, courts award fees to serve as an economic incentive for lawyers to pursue
23 such litigation in order to achieve increased access to the judicial system for meritorious claims
24 and to enhance deterrents to wrongdoing. This is especially true in situations where multiple
25 similar alleged wrongs would not be economically feasible to pursue individually, such as here.
26 See A. Conte, *Attorney Fee Awards* (2d Ed., 1993) 104, at 6.

27
28 ⁶⁰ 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.

1 When the cases were originally filed, not only was it inescapably contingent, but the
2 prospect of a long, drawn-out battle with a defendant represented by experienced counsel, was
3 almost a certainty. By taking on this “battle” on a contingency basis, Class Counsel risked
4 substantial economic loss if the results were not successful. This substantial risk is the reason
5 that the courts approve the use of the percentage method when a settlement is obtained by the
6 efforts of class counsel. See *Vizcaino v. Microsoft* (9th Cir. 2002) 290 F.3d 1043, 1048-49
7 (discussing the risks of engaging in litigation without certainty of compensation).

8 Under the terms of the Settlement Agreement, Defendant will pay a Gross Settlement
9 Amount of \$2,900,000.00 on a non-reversionary basis. The requested attorneys’ fees are one-
10 third (1/3) of the total value of the monetary settlement. In light of Class Counsel’s successful
11 prosecution and resolution of the cases, the requested attorneys’ fees are appropriate and
12 reasonable.

13 Compensating class counsel in class litigation on a percentage basis makes good sense
14 because: (1) it is consistent with the private marketplace where contingent fee attorneys are
15 customarily compensated on such a basis; (2) it aligns the interests of class counsel and absent
16 class members in achieving the maximum possible resolution of the case; and (3) it encourages
17 the most efficient and expeditious resolution of the litigation by providing an incentive for early,
18 yet reasonable, settlement. The requested attorneys’ fees in this matter satisfy all of those factors
19 such and should be approved on a percentage basis.

20 The percentage method is consistent with, and is intended to mirror, the practice in the
21 private marketplace where contingent-fee attorneys typically negotiate percentage-fee
22 arrangements with their clients. A named plaintiff’s agreement to pay a contingent fee is
23 powerful evidence of a reasonable fee. One of the best ways to demonstrate the value of
24 counsel’s work to the class is to review the consideration agreed to be paid by the named
25 plaintiff. If the named plaintiff has employed counsel on a contingency-fee basis, it would
26 indeed be inequitable for the members of the class, who will enjoy the benefits of the settlement
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without incurring the risks of bringing the claim, to pay less than the named plaintiff. In this matter, Plaintiffs have each agreed to contingency fee of at least one-third (1/3) of the recovery.⁶¹

Furthermore, a percentage-fee award is not dependent on a determination of the actual amount claimed by those entitled—it is the creation of the settlement that is the crucial fact. In *Winslow v. Harold G. Ferguson Corp.*, the California Supreme Court expressly held that “it is equitable that [the attorney’s] compensation and expenses should come from the entire fund saved for all classes concerned before it is distributed.” *Winslow v. Harold G. Ferguson Corp.* (1944) 25 Cal.2d 274, 284. Likewise, *Lealao* expressly held that a percentage-based fee “may be calculated on the basis of the total fund made available rather than the actual payments made to the class.” *Lealao*, *supra*, 82 Cal.App.4th at 51; *see also Boeing*, *supra*, 444 U.S. at 478 (“a litigant or a lawyer who recovers” a settlement “for the benefit of persons other than himself or his client is entitled to a reasonable attorneys’ fee from the fund as a whole”).

In *Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, in determining reasonable attorneys’ fees, the Court of Appeal valued a settlement based on the total value of the settlement made available to class members by the efforts of counsel, decided in favor of granting fees as a percentage of the total value of the settlement, and rejected an objection that the fees be awarded based on the exact amount claimed by class members. *Id.* at 247.

Class Counsel has obtained a substantial recovery on behalf of Plaintiffs, the Class, PAGA Aggrieved Employees, 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 Plaintiffs and Class Counsel. Thus, the requested attorneys’ fees are appropriate.

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

⁶¹ Aiwazian Decl., ¶ 9.

the legal services properly; (4) the preclusion of other employment by the attorney due to the acceptance of the cases; (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 \$966,666.67 (which is 1/3 of the Gross Settlement Amount) is commensurate with the time, effort, and expense dedicated to the case, the contingent nature of Class Counsel's fee and the risks taken in commencing the case, 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.⁶²

As outlined in the Declaration of Edwin Aiwarzian, Class Counsel has fully and actively participated in litigation of this cases.⁶³ Prior to commencing the lawsuit, Class Counsel had conducted a significant amount of investigation into the factual and legal issues, Defendant's business, and its operations and employment policies, practices, and procedures.⁶⁴ During the litigation of the actions, Class Counsel interviewed Plaintiffs and had the opportunity to interview other percipient witnesses; reviewed and analyzed a large volume of documents and data produced by Defendant and obtained through other sources; and prepared

⁶² Aiwarzian Decl., ¶¶ 15-18.

⁶³ *Id.*, Exh. A.

⁶⁴ *Id.*, ¶ 5 & Exh. A.

1 damages/valuation calculations.⁶⁵ Class Counsel also met and conferred with Defendant's
2 counsel over the issues relating to pleadings, case management, and production of information,
3 documents, and data, among other things; engaged in extensive settlement negotiations with
4 Defendant's counsel; and prepared for and attended court proceedings, mediation, and settlement
5 negotiations.⁶⁶

6 Class Counsel has dedicated staffing and monetary resources necessary to prosecute this
7 matter diligently and with maximum efficiency and has fully and actively participated in the
8 litigation process. The Task and Time Chart, which is attached as **EXHIBIT A** to the
9 accompanying Declaration of Edwin Aiwazian, sets forth in detail the hours that Class Counsel
10 has spent performing tasks on behalf of Plaintiffs and the Class.⁶⁷ The Task and Time Chart is
11 thorough and comprehensive, and was prepared so that the Court can peruse it without having to
12 set forth each and every task in the body of this Motion. The Court is respectfully referred to the
13 chart, which sets forth the history of the work performed by Class Counsel, commencing with
14 the pre-filing analysis and research, and continuing up to settlement and final approval. Class
15 Counsel has spent 774.50 hours performing tasks and to obtain a significant recovery on behalf
16 of Plaintiffs and the Class.⁶⁸ These hours were required to bring this matter to its successful
17 conclusion. In light of the value of time expended and the carrying of costs involved in litigating
18 these cases, the requested attorneys' fees are fair, adequate, and reasonable.

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

20 The skill required to properly litigate the cases is evident not only in the results achieved,
21 but in the steps necessary to reach the same. Defendant retained well-respected counsel to
22 represent its defenses. More specifically, Defendant and its counsel felt very strongly about
23 Defendant's ability to obtain a denial of certification and to prevail on the merits. Plaintiffs and
24 Class Counsel believed that they would have obtained class certification and prevailed at trial.

25 Class Counsel undertook significant investigation, analysis, and research prior to filing
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27 ⁶⁵ Aiwazian Decl., ¶¶ 6-8.

28 ⁶⁶ Ibid.

⁶⁷ *Id.*, Exh. A.

⁶⁸ Aiwazian Decl., ¶ 11.

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 case to trial on a class-wide basis if Defendant did not offer an appropriate class-wide settlement. Despite all of the obstacles that had to be overcome, as demonstrated in the Declaration of Edwin Aiwazian, 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.⁶⁹

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

The Settlement represents an excellent resolution of the action, given the risks inherent in litigating the case through certification proceedings, trial, and/or appeals. Had the case not settled, Defendant would have vigorously challenged certifiability, manageability of representative adjudication, and liability. Defendant, however, faced risks if the Court certified a class and allowed a jury to decide the claims. Additionally, preparing the cases 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 risks and expenses of further litigation outweighed any benefit that might have been gained otherwise. 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 Settlement Class Members, the State of California, and PAGA Aggrieved Employees 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 settlement negotiations, Defendant agreed to pay a Gross Settlement Amount of \$2,900,000.00 to settle the matter. After deducting the attorneys' fees (\$966,666.67), litigation costs and expenses (\$19,510.47), Enhancement Payments (\$50,000.00), Settlement Administration Costs (\$20,000.00), and PAGA Payment (\$300,000.00) from the

⁶⁹ Aiwazian Decl., ¶¶ 15-18.

Gross Settlement Amount, it is currently estimated that the Net Settlement Amount is approximately \$1,543,822.86.⁷⁰ The Net Settlement Amount will be fully distributed in accordance with the terms of the Settlement. The highest Individual Settlement Payment is currently estimated to be \$4,203.49 and the average Individual Settlement Payment is currently estimated to be \$1,605.60.⁷¹ The highest Individual PAGA Payment is currently estimated to be \$226.61 and the average Individual PAGA Payment is currently estimated to be \$141.78.⁷² The Settlement offers significant monetary relief to the Settlement Class Members.

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

Plaintiffs entered into a contingency fee agreement with Class Counsel, and the representation of the Class provided by Class Counsel has been wholly contingent. Class Counsel took on the case without knowing whether any recovery would be obtained. Class Counsel has invested 774.50 hours of time to obtain relief on behalf of Plaintiffs, Settlement Class Members, the State of California, and PAGA Aggrieved Employees.⁷³ Class Counsel has also incurred litigation costs and expenses in the amount of \$19,510.47.⁷⁴

Class Counsel has borne all of the risks and costs of litigation and will not receive any compensation until recovery is obtained.⁷⁵ Class Counsel is well-experienced in wage-and-hour class action and complex litigation and used that experience to obtain a great result.⁷⁶ The skill and determination that Class Counsel has shown, along with the results obtained, justify the requested Class Counsel Fees and Costs. Considering the amounts requested, the work performed, and the risks incurred, the requested fees and costs are reasonable and should be awarded.

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

⁷⁰ Simpluris Decl., ¶ 14; see n.5, *supra*.

⁷¹ *Id.*, ¶ 15; see n.33, *supra*.

⁷² *Id.*, ¶ 16.

⁷³ Aiwasian Decl., ¶ 11, Exh. A.

⁷⁴ See Part VII, *infra*.

⁷⁵ Aiwasian Decl., ¶ 19.

⁷⁶ *Id.*, ¶¶ 15-18.

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

Cates v. Chiang (2013) 213 Cal.App.4th 791, 823 (internal quotes and citations omitted). Class Counsel litigated the case 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 cases 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 only one (1) Class Member opted out of the Settlement.⁷⁷

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 Plaintiffs 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 \$2,900,000.00.⁷⁸ The Gross Settlement Amount will be fully paid out, in accordance with the terms of the Settlement Agreement. The highest Individual Settlement Payment is currently estimated to be \$4,203.49 and the average Individual Settlement Payment is currently estimated to be

⁷⁷ Simpluris Decl., ¶¶ 12 & 13.

⁷⁸ Aiwasian Decl., ¶¶ 5-8.

\$1,605.60.⁷⁹ The highest Individual PAGA Payment is currently estimated to be \$226.61 and the average Individual PAGA Payment is currently estimated to be \$141.78.⁸⁰

6. The Reputation and Ability of the Attorneys.

Lawyers for Justice, PC is a recognized class action law firm that employed its attorneys' knowledge, skills, and experience in bringing this case to a successful conclusion. Class Counsel has years of complex and class action litigation experience, has recovered millions of dollars on behalf of thousands of individuals in California, and has successfully handled numerous significant wage-and-hour class action and complex cases.⁸¹

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. Under California law, counsel is entitled to compensation for every hour reasonably spent on the matter. *Id.* at 1133.

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⁷⁹ Simpluris Decl., ¶ 15; see n.33, *supra*.

⁸⁰ *Id.*, ¶ 16.

⁸¹ Aiwasian Decl, ¶¶ 15-18.

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

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

5 As discussed above, the cases were highly contested and required a significant amount of
6 time and labor. Defendant made it clear very early on that it disputed all of the allegations of the
7 case and disputed that the matter was appropriate for class or representative treatment.
8 Defendant raised affirmative defenses and denied liability, and the pursuit of this matter involved
9 gathering and analyzing data not only from Defendant but also from the Class Members. The
10 handling of the cases involved a great amount of effort, and also required and involved the
11 exercise of a high level of skill, which Class Counsel has as a result of its extensive experience in
12 employment class actions and complex wage-and-hour litigation. Long and difficult battles
13 would have followed as the case moved toward certification and trial, including taking and
14 defending depositions of Defendant’s Person Most Knowledgeable designees, percipient
15 witnesses, and experts, propounding additional discovery requests and conducting additional
16 document production, and engaging in extensive motion practice. As Class Counsel geared up
17 for these battles, Class Counsel undertook intense preparation in an attempt to resolve the entire
18 matter through mediation.

19 Class Counsel had to bring together a large volume of data and documents that were
20 produced by Defendant and obtained from Plaintiffs and Class Members and through other
21 sources. Class Counsel conducted extensive review and analysis of these documents and data to
22 strategize the action and to prepare for and attend mediation and engage in settlement
23 discussions.

24 As discussed above in Part VI.C.1, *infra*, attached to the Declaration of Edwin Aiwazian
25 is a task and time chart that sets forth in detail the numerous tasks that Class Counsel performed
26 on behalf of Plaintiffs and the Class, and the time required for completing those tasks.⁸² The
27 chart demonstrates that Class Counsel has spent a total of 774.50 hours litigating the case and

28 ⁸² See Aiwazian Decl., Exh. A.

1 finalizing the Settlement.⁸³ In light of the facts and circumstances of the cases, as well as the
2 results that Class Counsel has achieved in the cases, Class Counsel has spent a reasonable
3 number of hours on this matter. In addition, Class Counsel will continue to perform work on this
4 matter through the date of final approval and in connection with the implementation of the
5 Settlement.

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

8 Both California and federal courts recognize that attorneys should be compensated for
9 providing representation on a contingency basis and for taking on the risks associated with said
10 representation, as well as being provided with financial incentives to enforce important rights
11 and protections like those at issue in this action. See *Ketchum, supra*, 24 Cal.4th at 1132-33. In
12 awarding attorneys' fees, the aim is to mirror "the established practice in the private legal market
13 of rewarding attorneys for taking the risk of nonpayment by paying them a premium over their
14 normal hourly rates for winning contingency cases." See *id.*

15 Class Counsel has been actively involved in this case, prior to its commencement and all
16 the way up to the present, and Class Counsel's dedication to providing representation in this
17 matter has precluded other employment. Here, Class Counsel bore the risk that, despite all of its
18 efforts and skills employed, there may be no recovery. Ultimately, Class Counsel was successful
19 in reaching a settlement of \$2,900,000.00.

20 As set forth in the Declaration of Edwin Aiwarzian, the professional backgrounds and
21 experience of Class Counsel support a reasonable hourly rate of compensation of at least \$850
22 per hour for services provided by Class Counsel.⁸⁴ Lawyers for Justice, PC has been awarded
23 attorneys' fees, compensating the firm at the rate of at least \$850 for legal service performed, by
24 courts of this state.⁸⁵ While the circumstances of every case is unique, the fact remains that the

25 ⁸³ Aiwarzian Decl., ¶ 11.

26 ⁸⁴ *Id.*, ¶ 12.

27 ⁸⁵ For example, final approval of the class and representative action settlement in *David Dugan v. TEC Equipment,*
28 *Inc., et al.* (Los Angeles Superior Court Case No. 19STCV01591) was granted on July 8, 2021, and the award of
attorneys' fees involved an hourly rate of \$936.47; final approval of the class and representative action settlement in
Larry Greenwood, et al. v. Scan Health Plan (Los Angeles Superior Court Case No. BC715157) was granted on
April 20, 2021, and the award of attorneys' fees involved an hourly rate of \$919.57; final approval of the class and

work performed and efforts undertaken by Class Counsel on behalf of the Class Members justify the requested attorneys' fees.

3. The Risks Involved, Skill Required, Complexity of the Matter, and Results Obtained Warrant Upward Enhancement of the Lodestar.

Even when courts have opted to award fees in settlement fund cases based on time reasonably expended on the action, courts have generally awarded these fees based on the actual time expended (the lodestar) in conjunction with a multiplier of between 2 and 4. *Kerr v. Screen Extras Guild, Inc.* (9th Cir. 1975) 526 F.2d 67. Such a multiplier is warranted in this case.

Courts frequently apply multipliers to enhance the lodestar to reflect the risks involved, the complexity of the litigation, and the other relevant facts. *Vizcaino*, 290 F.3d at 1051; *Graham v. DaimlerChrysler Corp.* (2004) 34 Cal.4th 553, 579 ("One of the most common fee enhancers [...] is for contingency risk."). Such an enhancement "mirrors the established practice in the private legal market of rewarding attorneys for taking the risk of nonpayment by paying them a premium over their normal hourly rates for winning contingency cases." *Vizcaino*, 290 F.3d at 1051; *accord Ketchum*, 24 Cal.4th at 1132-33. A risk multiplier also serves to bring the financial incentives for enforcing important rights "into line with incentives [attorneys] have to undertake claims for which they are paid on a fee-for-services basis." *Ketchum*, 24 Cal. 4th at 1132.

In determining whether or not to enhance the lodestar, California courts take into account multiple factors, many of which were specifically addressed above in §§ VI.B-C, *infra*. See, *Cates* at 822-823. Multiple factors warrant enhancement in this case, including the following:

- The time and labor required
- The skill requisite to perform the legal services properly
- The preclusion of other employment by the attorney due to the acceptance of the case
- The contingent nature of the fee
- The amount involved and results obtained

representative action settlement in *Seth Swan v. Pace Supply Corp.* (Sonoma County Superior Court Case No. SCV258764) was granted on February 6, 2019, and the award of attorneys' fees involved an hourly rate of \$855.96. Aiwazian Decl., ¶ 12.

- The experience, reputation, and ability of the attorney
- Awards in similar cases

Ketchum at 1134.

Adjustment of the base lodestar figure to compute an award of attorneys' fees for a claim under the California Labor Code is appropriate. See *Id.*, at 1135-1136; *Serrano v. Priest* (1977) 20 Cal.3d 25, 48-49. "The lodestar is calculated by multiplying the reasonable hours expended by a reasonable hourly rate. The court may then enhance the lodestar with a multiplier, if appropriate." *Wershba, supra*, 91 Cal.App.4th at 254. In the first stage of the lodestar adjustment method, the trial court determines the reasonable hourly rate of compensation for counsel, which it then multiplies by the number of hours the court finds were reasonably spent preparing the case, to obtain the lodestar figure. *Ketchum, supra*, 24 Cal.4th at 1131-1132. The lodestar figure is the "basic fee for comparable legal services in the community" based upon the "hourly amount to which attorneys of like skill in the area would typically be entitled." *Id.*, at 1132-1133 (quotation marks and citation omitted).

As discussed above, this was a highly contested matter which required an extensive amount of time and labor. Defendant raised defenses and denied liability, and the case involved gathering and analyzing documents and data not only from Defendant but also from the Class Members. The handling of this matter involved a great amount of effort, and required the exercise of high-level of skill, which Class Counsel has as a result of extensive experience in employment class actions and wage-and-hour litigation. Class Counsel has been actively involved in the prosecution of this matter, prior to its commencement and Class Counsel's work has continued all the way up to the present. Class Counsel's dedication to the representation of the Class Members has precluded other employment.

Most importantly, all services were performed by Class Counsel on a contingent basis. Both California and federal courts recognize that attorneys should be compensated for taking on such contingent risks and provided with financial incentives to enforce important rights and protections like those at issue in the matter at hand. See, e.g., *Vizcaino*, 290 F.3d at 1051; *Ketchum*, 24 Cal. 4th at 1132-33. Here, Class Counsel bore the risk that, despite all of its efforts

1 and the skill employed, there may be no recovery. Therefore, at a minimum, Class Counsel is
2 entitled to a risk multiplier. The results obtained by way of Class Counsel's efforts are
3 significant here. Class Counsel was successful in achieving substantial results in the form of a
4 settlement of \$2,900,000.00. Also, Class Counsel's efforts throughout the case demonstrate
5 dedication to the interests of the Class Members.

6 Class Counsel's application for attorneys' fees in light of the facts and circumstances
7 surrounding the matter is well within the range of reasonableness. While handling this matter,
8 Class Counsel devoted the hours in legal time summarized above and detailed in the Task and
9 Time Chart, which is attached as **EXHIBIT A** to the Declaration of Edwin Aiwarzian.⁸⁶ As the
10 chart indicates, Class Counsel has worked 774.50 hours in the pursuit of this matter. The
11 attorney task and time chart presents the entire picture. Applying a reasonable rate of \$850 per
12 hour to 774.50 hours of work performed by Lawyers for Justice, PC would place a base lodestar
13 value of \$658,325.00 on Class Counsel's services, and applying a modest multiplier of 1.47, the
14 total enhanced lodestar fees are \$967,737.75.⁸⁷ Class Counsel seeks an attorneys' fee award of
15 \$966,666.67 (equal to 1/3 of the Gross Settlement Amount based on the Settlement Agreement
16 Far greater multipliers have been awarded in similar cases, and the total amount of fees sought
17 by Class Counsel is also reasonable compared to fees awarded in similar cases. Courts routinely
18 enhance lodestar amounts based on multipliers that "range from 2 to 4 or even higher."
19 *Wershba, supra*, 91 Cal.App.4th at 255 (emphasis added); *see also, e.g., Chavez v. Netflix, Inc.*
20 (2008) 162 Cal.App.4th 43, 66 (approving multiplier of 2.5); *Vizcaino*, 290 F.3d at 1051
21 (approving multiplier of 3.65); *Wal-Mart Stores, Inc. v. Visa U.S.A., Inc.* (2d Cir. 2005) 396 F.3d
22 96, 123 (approving multiplier of 3.5); *Craft v. County of San Bernardino* (C.D. Cal. 2006) 624
23 F.Supp.2d 1113, 1125 (awarding multiplier of 5.2 and referring to other cases with cross-check
24 multipliers ranging from 4.5 to 19.6).

25 Therefore, application of a modest multiplier of 1.47 is warranted, and the lodestar as a
26 cross-check to the percentage figure sought herein, strongly supports the reasonableness of the
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28 ⁸⁶ Aiwarzian Decl., Exh. A.

⁸⁷ *Id.*, ¶ 11; *see n.2, supra*.

requested attorneys' fees award. Plaintiffs respectfully request that the Court grant final approval of, and award, attorneys' fees in the amount of \$966,666.67 to Class Counsel.

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 \$25,000.00. As set forth in the Declaration of Edwin Aiwasian, Class Counsel has incurred a total of \$19,510.47 in litigation costs and expenses.⁸⁸ This amount was reasonable and necessary in the prosecution of the Action and to obtain the Settlement.⁸⁹ The cost savings of \$5,489.53 will be part of the Net Settlement Amount, which will be distributed to the Settlement Class Members in accordance with the Settlement.⁹⁰ Accordingly, Plaintiffs request that the Court award litigation costs and expenses in the amount of \$19,510.47 to Class Counsel.

VIII. THE SETTLEMENT ADMINISTRATION COSTS ARE 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 \$20,000.00.⁹¹ The costs incurred and to be incurred include, but are not limited to, expenses for formatting, printing, and mailing the Class Notice to the Class Members; performing skip-trace searches on Class Notices returned as undeliverable; re-mailing the Class Notices to any updated addresses located by skip-trace search; receiving, reviewing, and processing Requests for Exclusion, Objections, and Workweeks disputes (if any); handling inquiries from Class Members regarding the Settlement; calculating Individual Settlement Payments and Individual PAGA Payments and preparing the associated tax forms; and transmitting payments, among other things.⁹²

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 \$20,000.00.

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⁸⁸ Aiwasian Decl., ¶ 19.

⁸⁹ Ibid.

⁹⁰ See n.5., *supra*.

⁹¹ Simpluris Decl., ¶ 17.

⁹² *Id.*, ¶ 2; Settlement Agreement, § C.

IX. THE REQUESTED ENHANCEMENT PAYMENTS ARE FAIR AND REASONABLE, AND SHOULD BE APPROVED

The Settlement provides for Enhancement Payments in the amount of \$12,500.00 each, for a total of \$50,000.00, to Plaintiffs Mireya Torres, Idrees Hollis, Christopher Garcia, and Chumani Brown to compensate Plaintiffs for the time and effort that they expended on behalf of the Class. The requested Enhancement Payments are both common and reasonable and should be awarded.

In determining whether to make Enhancement Payments, 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 Enhancement Payments are fair and appropriate because Plaintiffs 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.⁹³ Plaintiffs were available whenever Class Counsel needed them and actively tried to obtain, and gave, information that would benefit the Class.⁹⁴ Plaintiffs spent numerous hours speaking with Class Counsel about their claims, describing their work experiences with Defendant, and gathering and reviewing documents.⁹⁵

Accordingly, it is appropriate and just for Plaintiffs Mireya Torres, Idrees Hollis, Christopher Garcia, and Chumani Brown to receive \$12,500.00 each, for a total of \$50,000.00, as a reasonable Enhancement Payment, in addition to their individual settlement payments.

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⁹³ Aiwazian Decl., ¶ 20; Declaration of Mireya Torres (“Torres Decl.”), ¶¶ 3-5; Declaration of Idrees Hollis (“Hollis Decl.”), ¶¶ 3-5; Declaration of Christopher Garcia (“Garcia Decl.”), ¶¶ 3-5; and Declaration of Chumani Brown (“Brown Decl.”), ¶¶ 3-5.

⁹⁴ Aiwazian Decl., ¶ 20; Torres Decl., ¶¶ 3-5; Hollis Decl., ¶¶ 3-5; Garcia Decl., ¶¶ 3-5; and Brown Decl., ¶¶ 3-5.

⁹⁵ Aiwazian Decl., ¶ 20; Torres Decl., ¶¶ 2-6; Hollis Decl., ¶¶ 2-6; Garcia Decl., ¶¶ 2-6; and Brown Decl., ¶¶ 2-6.

X. CONCLUSION

For the foregoing reasons, Plaintiffs respectfully request that the Court grant final approval of the Settlement, and award Class Counsel Fees and Costs, Enhancement Payments, Settlement Administration Costs, and PAGA Payment, in their entirety, as sought herein; and permit the filing of a memorandum that exceeds the page limit.

Dated: December 18, 2023

LAWYERS for JUSTICE, PC

By: _____



Yasmin Hosseini
Attorneys for Plaintiffs and the Class