

ERIC A. GROVER (SBN 136080)
eagrover@kellergrover.com
ROBERT W. SPENCER (SBN 238491)
rspencer@kellergrover.com
KELLER GROVER LLP
1965 Market Street
San Francisco, California 94103
Telephone: (415) 543-1305
Facsimile: (415) 543-7861

Attorneys for Plaintiffs
KAYLYN BUSH and MADELEINE GUEVARA

[Additional Counsel on Next Page]

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

KAYLYN BUSH and MADELINE
GUEVARA, on behalf of themselves, and all
aggrieved employees,

Plaintiffs,

v.

DUTCH BROS., LLC; and DOES 1 through
100, inclusive,

Defendants.

Case No: 22CV-01415

REPRESENTATIVE ACTION

*Assigned for all purposes to the
Hon. Brian McCabe, Dept. 8*

**MEMORANDUM OF POINTS AND
AUTHORITIES IN SUPPORT OF
MOTION FOR AN ORDER AWARDING
ATTORNEYS' FEES, COSTS,
ENHANCEMENT PAYMENTS, AND
SETTLEMENT ADMINISTRATION FEES**

Date: December 13, 2023

Time: 8:15 a.m.

Dept. 8

Complaint filed: May 19, 2022

Trial Date: TBD

1 JOSEPH LAVI (SBN 209776)
2 jlavi@lelawfirm.com
3 VINCENT C. GRANBERRY (SBN 276483)
4 vgranberry@lelawfirm.com
5 COURTNEY M. MILLER (SBN 327850)
6 cmiller@lelawfirm.com
7 whits@lelawfirm.com
8 **LAVI & EBRAHIMIAN, LLP**
9 8889 W. Olympic Boulevard, Suite 200
10 Beverly Hills, California 90211
11 Telephone: (310) 432-0000
12 Facsimile: (310) 432-0001
13
14 Attorneys for Plaintiffs
15 KAYLYN BUSH and MADELEINE GUEVARA
16
17
18
19
20
21
22
23
24
25
26
27
28

TABLE OF CONTENTS

		Page
1		
2		
3	I. INTRODUCTION	8
4	II. STATEMENT OF THE CASE AND PROCEDURAL HISTORY	8
5	A. Plaintiffs’ Counsel’s work in litigating and settling this action.....	9
6	B. The Proposed Settlement.....	10
7	1) Settlement administration.	11
8	2) Attorneys’ fees and costs.	11
9	3) Enhancement awards for the named Plaintiffs.....	11
10	III. LEGAL ARGUMENT	12
11	A. Standards for approval of a PAGA settlement.....	12
12	B. Plaintiffs’ Counsel is entitled to recover its reasonable fees and costs.....	12
13	1) Plaintiffs are entitled statutorily to an award of attorneys’ fees and costs.....	12
14	2) Plaintiffs’ Counsel is entitled to an award of reasonable fees and costs under the percentage of the common fund doctrine.....	14
15	a. The requested fee amount is within the range of reasonable fee awards under the “percentage of the fund” method.	17
16	b. Plaintiffs’ Counsel’s requested costs are reasonable.	18
17	C. The service awards sought by the named Plaintiffs are reasonable.....	19
18	D. The Settlement Administrator’s fee is reasonable and should be paid.	22
19		
20	IV. CONCLUSION	22
21		
22		
23		
24		
25		
26		
27		
28		

TABLE OF AUTHORITIES

	State Cases	Page(s)
1		
2		
3	<i>Amaro v. Anaheim Arena Mgmt., LLC</i>	
4	(2021) 69 Cal.App.5th 521	16
5	<i>Arias v. Superior Court</i>	
6	(2009) 46 Cal.4th 969	12
7	<i>Bank of America v. Cory</i>	
8	(1985) 164 Cal.App.3d 66	15
9	<i>Cellphone Termination Fee Cases</i>	
10	(2010) 186 Cal.App.4th 1380	19
11	<i>Chavez v. Netflix, Inc.</i>	
12	(2008) 162 Cal.App.4th 43, 66	16
13	<i>Clark v. Am. Residential Services LLC</i>	
14	(2009) 175 Cal.App.4th 785	19
15	<i>Estrada v. FedEx Ground Package System, Inc.</i>	
16	(2007) 154 Cal.App.4th 1	14
17	<i>Glendale City Employees' Assoc. v. City of Glendale</i>	
18	(1975) 15 Cal.3d 328	15
19	<i>Graham v. DaimlerChrysler Corp.</i>	
20	(2004) 34 Cal.4th 553	18
21	<i>Hernandez v. Restoration Hardware, Inc.</i>	
22	(2018) 4 Cal. 5th 260	16
23	<i>In re Consumer Privacy Cases</i>	
24	(2009) 175 Cal.App.4th 545	15
25	<i>Iskanian v. CLS Transp. L.A., LLC</i>	
26	(2014) 59 Cal.4th 348	13, 20
27	<i>Kim v. Reins Int'l California, Inc.</i>	
28	(2020) 9 Cal.5th 73	13
	<i>Knoff v. City and County of San Francisco</i>	
	(1969) 1 Cal.App.3d 184	15
	<i>Laffitte v. Robert Half Int'l, Inc.</i>	
	(2016) 1 Cal.5th 480	12, 13, 15, 16
	<i>Parker v. Los Angeles</i>	
	(1974) 44 Cal.App.3d 556	15
	<i>Rider v. County of San Diego</i>	

1	(1992) 11 Cal.App.4th 1410	15
2	<i>Roos v. Honeywell International, Inc.</i>	
3	(Nov. 10, 2015) 2015 Cal. App. LEXIS 1004	16
4	<i>Serrano v. Priest (“Serrano III”)</i>	
5	(1977) 20 Cal.3d 25	15
6	<i>Troester v. Starbucks Corp.</i>	
7	(2018) 5 Cal.5th 829	21
8	<i>Viking River Cruises, Inc. v. Moriana</i>	
9	(2022) 142 S. Ct. 1906	13
10	<i>Ward v. United Airlines, Inc.</i>	
11	(2020) 9 Cal.5th 732	19
12	Federal Cases	
13	<i>Alvarez v. Farmers Ins. Exch.</i>	
14	(N.D. Cal. Jan. 17, 2017) 2017 U.S. Dist. LEXIS 119128	16, 17
15	<i>Barbosa v. Cargill Meat Solutions Corp.</i>	
16	(E.D. Cal. July 2, 2013) 297 F.R.D. 431	16
17	<i>Basiliali v. Allegiant Air, LLC</i>	
18	(C.D. Cal. July 1, 2019) 2019 U.S. Dist. LEXIS 228250	13
19	<i>Boeing Co. v. Van Gemert</i>	
20	(1980) 444 U.S. 472, 62 L. Ed. 2d 676, 100 S. Ct. 745	13, 14, 15, 16
21	<i>Borelli v. Black Diamond Aggregates, Inc.</i>	
22	(E.D. Cal. June 8, 2022) 2022 U.S. Dist. LEXIS 103734	16
23	<i>Burden v. SelectQuote Ins. Servs.</i>	
24	(N.D. Cal. Aug. 2, 2013) 2013 U.S. Dist. LEXIS 109110	16
25	<i>Cicero v. DirecTV, Inc.,</i>	
26	(C.D. Cal. July 27, 2010) 2010 U.S. Dist. LEXIS 86920	16, 17, 18
27	<i>Cresci v. Cox Auto. Corporate Servs.</i>	
28	(C.D. Cal. May 5, 2021) 2021 U.S. Dist. LEXIS 134293	12
	<i>Deaver v. Compass Bank</i>	
	(N.D. Cal. Dec. 11, 2015) 2015 U.S. Dist. LEXIS 166484	16
	<i>Hawkins v. Kroger Co.</i>	
	(S.D. Cal. Feb. 4, 2022) 2022 U.S. Dist. LEXIS 20956	17, 18
	<i>In re GNC Shareholder Litig.</i>	
	(W.D. Pa. 1987) 668 F. Supp. 450	18

1	<i>In re Sumitomo Copper Litig.</i>	
2	(S.D.N.Y. 1999) 74 F.Supp.2d 393	15
3	<i>In re United Energy Corp. Sec. Litig.</i>	
4	(C.D. Cal. 1989) 1989 WL 7321 1	18
5	<i>Johnson v. United States Bank Nat'l Ass'n</i>	
6	(S.D. Cal. Aug. 20, 2020) 2020 U.S. Dist. LEXIS 151168	16
7	<i>Martin v. AmeriPride Servs.</i>	
8	(S.D. Cal. June 9, 2011) 2011 U.S. Dist. LEXIS 61796	17, 18
9	<i>Mills v. Electric Auto-Lite Co.</i>	
10	(1970) 396 U.S. 375.....	15
11	<i>Moreno v. Capital Bldg. Maint. & Cleaning Servs.</i>	
12	(N.D. Cal. Sep. 10, 2021) 2021 U.S. Dist. LEXIS 172633	17
13	<i>Ramirez v. Benito Valley Farms, LLC</i>	
14	(N.D. Cal. Aug. 25, 2017) 2017 U.S. Dist. LEXIS 137272	12
15	<i>Rodriguez v. West Publishing Corp.</i>	
16	(9th Cir. 2009) 563 F.3d 948	19, 20
17	<i>Staton v. Boeing Co.</i>	
18	(9th Cir. 2003) 327 F.3d 938	13, 16
19	<i>Stern v. Gambello</i>	
20	(9th Cir. 2012) 480 Fed. App'x 867	16
21	<i>Vasquez v. Coast Valley Roofing, Inc.</i>	
22	(E.D. Ca. 2010) 266 F.R.D. 482	16, 17
23	<i>Vizcaino v. Microsoft Corp.</i>	
24	(9th Cir. 2002) 290 F.3d 1043	12
25	<i>Williams v. MGM-Pathe Communs. Co.</i>	
26	(9th Cir. 1997) 129 F.3d 1026	16

State Statutes

California Code of Civil Procedure

§ 1021.5 14

California Labor Code

§ 512..... 9

§ 1194 9

§ 1197 9

§ 2698 8, 16

§ 2699 9, 11, 12

Treatises

Eisenberg & Miller, Incentive Awards to Class Action Plaintiffs: An Empirical Study (2006)

53 UCLA L. Rev. 1303 19

Newberg, Attorney Fee Awards, (1987)

§ 2.19..... 18

4 Newberg on Class Actions (4th ed. 2002)

§ 11:38..... 19

MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

Plaintiffs Kaylyn Bush and Madeleine Guevara (“Plaintiffs”), move this Court for an order awarding attorney’ fees and costs to Plaintiffs’ Counsel, service payments for Plaintiffs, and settlement administration costs to Simpluris, Inc., the Parties’ selected settlement administrator for this action.

Plaintiffs and Dutch Bros., LLC (“Defendant”) reached a proposed \$1,950,000 settlement of Plaintiffs’ representative action brought under the Private Attorneys General Act of 2004, Labor Code §§ 2698, *et seq.*, (“PAGA”).¹ Plaintiffs concurrently have filed a Motion for Order Approving Settlement of PAGA Action and Dismissing Action with Prejudice (“Motion for Approval of PAGA Settlement”), which addresses the details of the settlement terms, including the distribution of the \$1,244,925 estimated Net Settlement Amount to the California Labor and Workforce Development Agency (“LWDA”) and the PAGA Group.²

Through this motion, Plaintiffs requests that the Court approve the Settlement Agreement’s terms allocating \$667,574.99³ for the payment of Plaintiffs’ Counsel’s fees and costs, \$10,000 for each of the Plaintiffs’ enhancement payment, and settlement administration costs of up to \$17,500.⁴

II. STATEMENT OF THE CASE AND PROCEDURAL HISTORY

Plaintiffs have set forth the details of the case and procedural history in the memorandum

¹ See Declaration of Eric A. Grover submitted in support of this motion and Plaintiffs’ Motion for Order Approving Settlement of PAGA Action and Dismissing Action with Prejudice (“Grover Decl.”), Ex. 1 (the Parties’ Labor Code Private Attorneys General Act Settlement Agreement (the “Settlement Agreement”)) at §§ I.P, VIII.B. All “Ex.” references are to Grover Declaration exhibits unless stated otherwise. Also, all capitalized terms shall have the same meaning as set forth in the Settlement Agreement unless noted otherwise.

² See Ex. 1 at § I.I, *see also*, §§ I.P, VI, X, XI.

³ The Settlement Agreement provides that Plaintiffs’ Counsel may request \$650,000 in fees and actual litigation costs. Ex. 1 at § X. The fee request represents 33.33% of the total settlement fund. As discussed below, Plaintiffs’ Counsel’s actual out-of-pocket costs incurred litigating this action total \$17,574.99. Grover Decl. at ¶¶ 44-46 (discussion of costs).

⁴ See Ex. 1 at §§ VI, X, XI.

1 supporting the Motion for Approval of PAGA Settlement filed concurrently with this motion.
2 For brevity's sake, Plaintiffs do not repeat those facts here.

3 **A. Plaintiffs' Counsel's work in litigating and settling this action.**

4 Prior to filing this action, Plaintiffs' Counsel expended time and effort in investigating and
5 researching Plaintiffs' respective Labor Code claims and preparing the cases for litigation.⁵
6 Pursuant to Labor Code § 2699.3's exhaustion requirements, Plaintiffs' Counsel at Keller Grover
7 LLP, on behalf of Plaintiff Bush, and Plaintiffs' Counsel at Lavi & Ebrahimian, LLP, on behalf of
8 Plaintiff Guevara, provided written notice of each Plaintiffs' PAGA claims to the LWDA and
9 Defendant.⁶ After receiving no response from the LWDA in the statutory time period, Plaintiffs'
10 Counsel filed each Plaintiff's initial Complaint.⁷

11 After the Parties reached a tentative settlement through formal mediation, Plaintiffs'
12 Counsel drafted and filed the operative First Amended Complaint ("FAC") on October 9, 2023,
13 which adds Plaintiff Guevara and adds claims for penalties pursuant to Labor Code § 2699(f) for
14 alleged violations and penalties under Labor Code §§ 512, 1194, and 1197.⁸ Plaintiff Guevara
15 dismissed her Stanislaus County Superior Court action without prejudice on October 9, 2023.⁹

16 Following the filing of the *Bush* action, Plaintiffs' Counsel and counsel for Defendant met
17 and conferred regarding the potential for settlement of both actions. The Parties agreed to
18 exchange informal discovery and engage in private mediation. In preparation, Plaintiffs' Counsel
19 drafted and sent a detailed mediation information request to Defense Counsel.¹⁰ Plaintiffs'
20 Counsel reviewed and analyzed the relevant documents and information that Defendant provided,
21 including documents and information relevant to Plaintiffs' PAGA claims, such as timekeeping
22 and payroll records and the number of total pay periods at issue.¹¹ Defendant also provided

23 _____
24 ⁵ Grover Decl. at ¶ 11; Declaration of Vincent Granberry ("Granberry Decl.") at ¶ 5.

25 ⁶ Grover Decl. at ¶¶ 6, 11, Ex. 2 (PAGA letter); Granberry Decl. at ¶ 5, Ex. 2 (PAGA letter).

26 ⁷ Grover Decl. at ¶¶ 6, 11; Granberry Decl. at ¶ 5.

27 ⁸ Grover Decl. at ¶¶ 7, 12, Ex. 3 (FAC).

28 ⁹ Grover Decl. at ¶ 7; Granberry Decl. at ¶¶ 8-9, Ex. 3; *see also*, Ex. 1 at § II.A.

¹⁰ Grover Decl. at ¶¶ 9, 13.

¹¹ Grover Decl. at ¶ 13.

1 information from its records supporting there are no more than 6,600 individuals who meet the
2 Settlement Agreement's definition of the PAGA Group.¹²

3 The Parties participated in a formal mediation session with Tripper Ortman, Esq. on July
4 31, 2023.¹³ At the mediation, Plaintiffs' Counsel engaged in arm's-length negotiations with
5 Defense Counsel.¹⁴ The mediated negotiations resulted in the parties reaching an agreement to
6 settle the entire action, subject to the Court's approval.¹⁵ Plaintiffs' Counsel's experience in
7 litigating similar representative PAGA actions based on wage and hour claims, the degree of
8 investigation that Plaintiffs' Counsel conducted, and the amount of data obtained from Defendant
9 made it possible for Plaintiffs' Counsel to determine the potential value and evaluate the strength
10 of the PAGA claims when negotiating the settlement.¹⁶ Working together, Plaintiffs' Counsel
11 and Defense Counsel drafted a detailed, formalized Settlement Agreement, which set forth all of
12 the terms of the Parties' settlement agreement, and related exhibits.¹⁷

13 Subsequent to the mediation, Plaintiffs' Counsel has spent time communicating with
14 Defense Counsel. Plaintiffs' Counsel expects to spend additional hours working with the
15 Settlement Administrator, speaking with PAGA Group members, finalizing and filing this
16 motion, and preparing for and attending the approval hearing.¹⁸

17 **B. The Proposed Settlement**

18 Plaintiffs also refer to the Motion for Approval of PAGA Settlement and accompanying
19 memorandum to avoid repeating the details of the proposed settlement's terms and benefits to the
20 LWDA and the PAGA Group members. In brief summary, the Settlement Agreement provides
21 that all PAGA Group members, defined as "All persons within the State of California who are or
22 were employed by Defendant in the State of California as an hourly, non-exempt employee at any

23 _____
24 ¹² Grover Decl. at ¶ 9; Ex. 1 at § I.K.

25 ¹³ Grover Decl. at ¶¶ 10, 14.

26 ¹⁴ Grover Decl. at ¶¶ 10, 14.

27 ¹⁵ Grover Decl. at ¶¶ 9, 14; Ex. 1 at §§ II.A, II.B.

28 ¹⁶ See Grover Decl. at ¶¶ 13-14; see also, ¶¶ 18, 26-28.

¹⁷ Grover Decl. at ¶ 17, Ex. 1.

¹⁸ Grover Decl. at ¶ 17.

time within the PAGA Release Period.¹⁹ The PAGA Release Period is from and including March 14, 2021 through August 7, 2023, inclusive.²⁰ PAGA Group members do not need to submit a claim form to receive a settlement payment.²¹

If the settlement is approved, the Net Settlement Amount to be distributed to the LWDA and PAGA Group members is estimated to be \$1,244,925.²² The PAGA Group members will divide 25% of the Net Settlement Amount, a total of approximately \$311,231, based on the formula set forth in the Settlement Agreement.²³ The LWDA will receive 75% of the Net Settlement Amount, which is approximately \$933,694.²⁴

1) Settlement administration.

The Settlement Agreement provides for the payment of the costs of settlement administration not to exceed \$17,500 to Simpluris, Inc.²⁵

2) Attorneys' fees and costs.

The Settlement Agreement permits Plaintiffs' Counsel to seek an award of attorneys' fees of up to \$650,000 and actual litigation costs, which are \$17,574.99.²⁶ The request is discussed in Section III.B below.

3) Enhancement awards for the named Plaintiffs.

The Settlement Agreement provides that Plaintiffs may seek enhancement payments of \$10,000 each for their work bringing this action on behalf of the LWDA and the PAGA Group.²⁷ The service award requests are discussed in Section III.C below.

¹⁹ Ex. 1 at § I.J.

²⁰ Ex. 1 at § I.K.

²¹ Ex.1 at §§ I.G, VII, VIII.A.

²² Grover Decl. at ¶ 21; Ex. 1 at §§ I.J, I.P, VI, X, XI.

²³ Grover Decl. at ¶¶ 21, 23 Ex. 1 at § VIII.A, *see also*, Ex. 1 at §§ I.G, I.J, I.P, VI, X, XI; Lab. Code § 2699(i) (requiring that the LWDA receive 75% and aggrieved employees receive 25% of PAGA penalties awarded).

²⁴ Grover Decl. at ¶¶ 21-22; Ex. 1 at §§ I.I, *see also*, I.J, I.P, VI, X, XI; Lab. Code § 2699(i).

²⁵ Grover Decl. at ¶ 20; Ex. 1 at § VI.

²⁶ Ex. 1 at § X; Grover Decl. at ¶¶ 44-46; Granberry Decl. at ¶ 15.

²⁷ Ex. 1 at § XI.

III. LEGAL ARGUMENT

A. Standards for approval of a PAGA settlement

The reasons supporting approval of the main terms of the PAGA settlement are discussed in the memorandum accompanying the Motion for Approval of PAGA Settlement. Here, Plaintiffs focus on their request for an award of attorneys' fees and costs, Plaintiffs' service awards, and payment of the settlement administrator's fees, all of which are requested in accordance with the Settlement Agreement.

B. Plaintiffs' Counsel is entitled to recover its reasonable fees and costs.

Pursuant to the Settlement Agreement, Plaintiffs' Counsel seeks \$650,000 in attorneys' fees and \$17,574.99 in litigation costs.²⁸ Plaintiffs' Counsel's entitlement to an award of fees and costs is warranted on multiple independent grounds, which are discussed below.

1) Plaintiffs are entitled statutorily to an award of attorneys' fees and costs.

In a PAGA action, the Plaintiffs' counsel is entitled to recover attorney's fees and costs as a matter of right under PAGA. Labor Code § 2699(g)(1) provides that "[a]ny employee who prevails in any action shall be entitled to an award of reasonable attorney's fees and costs." Given that PAGA's purpose is to allow employees to enforce the Labor Code in order to further the State's law enforcement interest,²⁹ the statute ensures that an individual who performs this law enforcement function is able to recover his or her attorneys' fees and costs.³⁰

"The PAGA does not provide a specific standard for evaluating attorney's fees in connection with a settlement of PAGA claims."³¹ The California Supreme Court has held the percentage of the common fund or the lodestar method may be used when determining attorneys' fees in class action settlements that produce a specific, identifiable common fund.³² "The choice

²⁸ Ex. 1 at § X.

²⁹ See *Arias v. Superior Court* (2009) 46 Cal.4th 969, 986.

³⁰ Lab. Code § 2699(g)(1).

³¹ *Cresci v. Cox Auto. Corporate Servs.* (C.D. Cal. May 5, 2021) No. 2:20-cv-06832-VAP-SKx, 2021 U.S. Dist. LEXIS 134293, at *13-15, quoting *Ramirez v. Benito Valley Farms, LLC* (N.D. Cal. Aug. 25, 2017) No. 16-CV-04708-LHK, 2017 U.S. Dist. LEXIS 137272, at *18.

³² *Laffitte v. Robert Half Int'l, Inc.* (2016) 1 Cal.5th 480, 503, 506 (affirming that trial court did not abuse its discretion in awarding 33.33% fees based on the percentage of the fund method).

1 of a fee calculation method is generally one within the discretion of the trial court,” with the goal
2 “being the award of a reasonable fee to compensate counsel for their efforts.”³³

3 To the extent the amount recovered is the basis of the fee award, the court should
4 consider the entire amount recovered, given that the State is the real party in interest and 100%
5 percent of the recovery is the property of the State, regardless of the subsequent distribution
6 arrangement.³⁴ In other words, a lawyer who represents a private attorney general is working to
7 advance law enforcement on behalf of the State and his or her performance should be judged by
8 the total amount recovered in that function. Limiting the calculation of attorneys’ fees to the
9 amount distributed to the affected employees would ignore both the basic structure and intent of
10 PAGA. If the fee award was limited in that manner, it would become economically unfeasible to
11 bring representative PAGA actions, which would frustrate PAGA’s purpose of encouraging
12 private individuals to assist the State in enforcing the Labor Code. Awarding attorneys’ fees
13 based on the total recovery obtained allows private attorneys general to engage experienced
14 counsel to advance the State’s interests.

15 Even in the class action context, fees are calculated on the total amount recovered, *i.e.*,
16 the gross settlement amount including the amounts that are allocated for fees and costs. “[A]
17 lawyer who recovers a common fund for the benefit of persons other than himself or his client is
18 entitled to a reasonable attorney’s fee from the fund as a whole.”³⁵ An attorney representing the
19

20 Ninth Circuit case law holds the same. *See e.g., Vizcaino v. Microsoft Corp.* (9th Cir. 2002) 290
21 F.3d 1043, 1047 (where a settlement creates a common fund, the district court has discretion to
22 apply the percentage-of-the-fund method to determine an award of attorneys’ fees.).

23 ³³ *Laffitte, supra*, 1 Cal.5th at 504.

24 ³⁴ *See e.g., Iskanian v. CLS Transp. L.A., LLC* (2014) 59 Cal.4th 348, 382 (“The government
25 entity on whose behalf the plaintiff files suit is always the real party in interest in the suit.”),
26 *overruled on another ground by Viking River Cruises, Inc. v. Moriana* (2022) 142 S. Ct. 1906,
27 1925; *Kim v. Reins Int’l California, Inc.* (2020) 9 Cal.5th 73, 81 (same), quoting *Iskanian, supra*,
28 59 Cal.4th at 382. *See also, e.g., Basilial v. Allegiant Air, LLC* (C.D. Cal. July 1, 2019) No. 2:18-
cv-03888-RGK-MRW, 2019 U.S. Dist. LEXIS 228250, at *11 (approving a fee request that was
33% of the total PAGA settlement, citing *Laffitte*’s affirmation of a 33.33% fee award in a class
action settlement.).

³⁵ *Staton v. Boeing Co.* (9th Cir. 2003) 327 F.3d 938, 967, citing *Boeing Co. v. Van Gemert*
(1980) 444 U.S. 472, 478, 62 L. Ed. 2d 676, 100 S. Ct. 745.

1 named plaintiff in a class action settlement involving Labor Code claims would be entitled to a
2 percentage of recovery on the total fund.³⁶ An attorney representing a private attorney general in
3 a representative PAGA action that results in a settlement benefiting the State and aggrieved
4 employees is entitled to fees on the same basis.

5 In addition, California Code of Civil Procedure § 1021.5 also entitles Plaintiffs to an
6 award of attorneys' fees and costs. That statute provides for the award of:

7 attorneys' fees to a successful party against one or more opposing parties in
8 any action which has resulted in the enforcement of an important right
9 affecting the public interest if: (a) a significant benefit, whether pecuniary or
10 nonpecuniary, has been conferred on the general public or a large class of
11 persons, (b) the necessity and financial burden of private enforcement, ... are
such as to make the award appropriate, and (c) such fees should not in the
interest of justice be paid out of the recovery, if any.

12 The instant PAGA representative action was, by definition, "for the public benefit" that
13 secured monetary awards for the LWDA and the 6,600 aggrieved employees who make up the
14 PAGA Group and was authorized due the State's lack of enforcement resources.³⁷

15 **2) Plaintiffs' Counsel is entitled to an award of reasonable fees and costs under**
16 **the percentage of the common fund doctrine.**

17 Counsel is entitled to recover attorneys' fees and costs under the "common fund" doctrine
18 as a matter of right. As held by the U.S. Supreme Court, "a lawyer who recovers a common fund
19 for the benefit of persons other than himself or his client is entitled to a reasonable attorney's fee
20 from the fund as a whole."³⁸

21 Courts have long recognized the "common fund" or "common benefit" doctrine, under
22 which attorneys who create a common fund or benefit for a group of persons may be awarded
23

24
25 ³⁶ See *id.*

26 ³⁷ See *e.g., Estrada v. FedEx Ground Package System, Inc.* (2007) 154 Cal.App.4th 1, 16-17
27 (finding that, because the plaintiff pursued class action not only for himself but on behalf of a
class and ultimately obtained awards for 209 drivers, he satisfied "the 'significant benefit,'
'public interest,' and 'large class of persons' requirements of [C.C.P. §] 1021.5.")).

28 ³⁸ See *Boeing, supra*, 444 U.S. at 478.

1 their fees and costs to be paid out of the fund.³⁹ In *Laffitte*, the California Supreme Court held
2 that, “when class action litigation establishes a monetary fund for the benefit of the class
3 members, and the trial court in its equitable powers awards class counsel a fee out of that fund,
4 the court may determine the amount of a reasonable fee by choosing an appropriate percentage of
5 the fund created.”⁴⁰ The California Supreme Court also noted that the percentage of the fund
6 method “more accurately reflects the results achieved” than the lodestar method, serves as a
7 “better approximation of market conditions in a contingency case,” and encourages “counsel to
8 seek an early settlement and avoid unnecessarily prolonging the litigation.”⁴¹

9 Numerous appellate courts have similarly found.⁴² Moreover, at least eight federal courts
10 of appeal—the First, Third, Sixth, Seventh, Ninth, Tenth, Eleventh and the D.C. Circuit—have
11 endorsed the “percentage fee” method for determining reasonable attorneys’ fees in common
12 benefit cases.⁴³ The Ninth Circuit has explained that “attorneys for a successful class may
13 recover a fee based on the entire common fund created for the class, even if some class members
14 make no claims against the fund so that money remains in it that otherwise would be returned to
15

16 ³⁹ *Id.*; see also, e.g., *Serrano v. Priest* (“*Serrano III*”) (1977) 20 Cal.3d 25, 34; *Glendale City*
17 *Employees’ Assoc. v. City of Glendale* (1975) 15 Cal.3d 328, 341, fn.19; *In re Consumer Privacy*
18 *Cases* (2009) 175 Cal.App.4th 545, 557; *Boeing Co. v. Van Gemert* (1980) 444 U.S. 472, 478;
19 *Mills v. Electric Auto-Lite Co.* (1970) 396 U.S. 375, 391-392.

20 ⁴⁰ *Laffitte, supra*, 1 Cal.5th at 503 (providing an extended analysis of California law regarding fee
21 award methodology).

22 ⁴¹ *Id.* at 503-04.

23 ⁴² See e.g., *Knoff v. City and County of San Francisco* (1969) 1 Cal.App.3d 184, 203-204 (court
24 upheld a “contingent percentage” award of attorneys’ fees in a representative action as the proper
25 exercise of the court’s broad equitable powers); *Rider v. County of San Diego* (1992) 11
26 Cal.App.4th 1410, 1423 (attorneys’ fees and expenses properly awarded from common benefit
27 composed of illegally imposed sales and use tax); *Bank of America v. Cory* (1985) 164 Cal.App.3d
28 66, 89-92 (fees awarded from common benefit created by action compelling state to claim dormant
bank accounts); *Parker v. Los Angeles* (1974) 44 Cal.App.3d 556, 567-68 (court upheld fee award
equal to one-third of the damages to owners of residential property in an inverse condemnation
action).

⁴³ See, e.g., *In re Sumitomo Copper Litig.* (S.D.N.Y. 1999) 74 F.Supp.2d 393, 396-398
(discussing the overwhelming weight of federal authority in favor of the percentage fee method,
citing cases); see also, *Laffitte, supra*, 1 Cal.5th at 503 (stating that the California Supreme Court
“join[ed] the overwhelming majority of federal and state courts” that approve the percentage of
the fund method).

the defendants.”⁴⁴ Courts may even look at the total fund value in a reversionary settlement, although that is not necessary in this “all-in” (*i.e.*, non-reversionary) settlement.⁴⁵

California courts have recognized that “‘fee awards in class actions average around one-third of the recovery’” regardless of “‘whether the percentage method or the lodestar method is used.’”⁴⁶ When applying the percentage of the fund method, California courts routinely grant fee awards of 33.33% and higher.⁴⁷ Further, courts have recognized that “[f]ee award percentages

⁴⁴ *Williams v. MGM-Pathe Communs. Co.* (9th Cir. 1997) 129 F.3d 1026, 1027. *See also, Boeing, supra*, 444 U.S. at 478 (“a lawyer who recovers a common fund for the benefit of persons other than himself or his client is entitled to a reasonable attorney’s fee from the fund as a whole.”).

⁴⁵ *Staton v. Boeing Co.* (9th Cir. 2003) 327 F.3d 938, 967 (quoting *Boeing v. Van Gemert*); *Williams, supra*, 129 F.3d at 1027 (finding district court abused its discretion by awarding class counsel’s fees based on percentage of claims made rather than the total common fund); *see also, Stern v. Gambello* (9th Cir. 2012) 480 Fed. App’x 867, 870 (finding district court correctly considered the requested fees against the potential recovery, not the claims actually made).

⁴⁶ *Amaro v. Anaheim Arena Mgmt., LLC* (2021) 69 Cal.App.5th 521, 545, quoting *Chavez v. Netflix, Inc.* (2008) 162 Cal.App.4th 43, 66, fn. 11; *see also, e.g., Cicero v. DirecTV, Inc.* (C.D. Cal. July 27, 2010) *Cicero v. DirecTV, Inc.*, No. EDCV 07-1182, 2010 U.S. Dist. LEXIS 86920, at *17-18 (C.D. Cal. July 27, 2010) (“a review of California [wage and hour] cases in other districts reveals that courts usually award attorneys’ fees in the 30-40% range in wage and hour class actions that result in recovery of a common fund under \$10 million.”).

⁴⁷ *See e.g., Laffitte, supra*, 1 Cal.5th at 506 (affirming that trial court did not abuse its discretion in awarding 33.33% fees based on the percentage of the fund method); *Roos v. Honeywell International, Inc.* (Nov. 10, 2015) 2015 Cal. App. LEXIS 1004, at *26, (affirming 37.5% fee award in \$8,150,000 million class settlement), *overruled on other grounds by Hernandez v. Restoration Hardware, Inc.* (2018) 4 Cal. 5th 260, 269; *Borelli v. Black Diamond Aggregates, Inc.* (E.D. Cal. June 8, 2022) No. 2:14-cv-02093-KJM-KJN, 2022 U.S. Dist. LEXIS 103734, at *26-27 (granting 33% fee request, citing string of cases that did the same); *Johnson v. United States Bank Nat’l Ass’n* (S.D. Cal. Aug. 20, 2020) No. 19-CV-286 JLS (LL), 2020 U.S. Dist. LEXIS 151168, at *9 (awarding 33% fee award, finding that the percentage “is in line with other attorneys’ fees awards in California and the Ninth Circuit,”) citing *Laffitte, supra*, 1 Cal.5th at 506 and other cases; *Aguilar v. Wawona Frozen Foods* (E.D. Cal. May 18, 2017) No. 1:15-cv-00093-DAD-EPG, 2017 U.S. Dist. LEXIS 76751, at *14-15 (approving one-third fee award); *Deaver v. Compass Bank* (N.D. Cal. Dec. 11, 2015) No. 13-cv-00222-JSC, 2015 U.S. Dist. LEXIS 166484, 2015 WL 8526982, at *9-14 (approving one-third fee award); *Barbosa v. Cargill Meat Solutions Corp.* (E.D. Cal. July 2, 2013) 297 F.R.D. 431, 450 (approving a one-third fee award, citing cases with similar awards); *Burden v. SelectQuote Ins. Servs.* (N.D. Cal. Aug. 2, 2013) No. C 10-5966 LB, 2013 U.S. Dist. LEXIS 109110, at *13 (granting one-third fee award); *Vasquez v. Coast Valley Roofing, Inc.* (E.D. Ca. 2010) 266 F.R.D. 482, 491-92 (granting 33.33% fee award, citing cases with similar awards).

generally are higher in cases where the common fund is below \$10 million.”⁴⁸

- a. The requested fee amount is within the range of reasonable fee awards under the “percentage of the fund” method.

The amount of fees that Plaintiffs’ Counsel requests – 33.33% of the Settlement Amount – is reasonable based on standards applicable to the “percentage of the fund” method. “When assessing whether the percentage requested is reasonable, courts look to factors such as: (a) the results achieved; (b) the risk of litigation; (c) the skill required, (d) the quality of work; (e) the contingent nature of the fee and the financial burden; and (f) the awards made in similar cases.”⁴⁹

First, the results achieved are significant, as approximately \$933,694 will be paid out to the LWDA and \$311,231 will be paid to the PAGA Group — for a total payout of \$1,244,925.⁵⁰ Second, such results were achieved in the face of significant risks. Defendant maintained defenses to Plaintiffs’ PAGA claims that would place a serious risk to recover at trial.⁵¹ Third, notwithstanding this risk of loss, Plaintiffs’ Counsel undertook representation of the instant PAGA claims for the benefit of the State (and the PAGA Group) on a contingency basis.⁵² This not only required Plaintiffs’ Counsel to personally assume the risk of nonpayment in securing the financial benefit that the State of California stands to receive, but constitutes a “loan” on Plaintiffs’ Counsel service—both of which are factors warranting fee enhancement under applicable California Supreme Court authority:

One of the most common fee enhancers ... is for contingency risk. We reaffirmed the propriety of a contingency risk enhancement in *Ketchum*:

⁴⁸ *Alvarez v. Farmers Ins. Exch.* (N.D. Cal. Jan. 17, 2017) No. 3:14-cv-00574-WHO, 2017 U.S. Dist. LEXIS 119128, at *9; *see also, e.g., Hawkins v. Kroger Co.* (S.D. Cal. Feb. 4, 2022) No. 15cv2320 JM (AHG), 2022 U.S. Dist. LEXIS 20956, at *29) (recognizing same); *Moreno v. Capital Bldg. Maint. & Cleaning Servs.* (N.D. Cal. Sep. 10, 2021) No. 19-cv-07087-DMR, 2021 U.S. Dist. LEXIS 172633, at *12 (same); *Martin v. AmeriPride Servs.* (S.D. Cal. June 9, 2011), No. 08cv440-MMA (JMA), 2011 U.S. Dist. LEXIS 61796, at *23 (same); *Cicero, supra*, 2010 U.S. Dist. LEXIS 86920, at *18 (same).

⁴⁹ *See Vasquez v. Coast Valley Roofing, Inc.* (E.D. Cal. 2010) 266 F.R.D. 482, 492.

⁵⁰ *See Grover Decl.* at ¶ 21, *see also, ¶¶ 18-28*, Ex. 1 at §§ I.J, I.P, VI, X, XI. Defendant has identified 6,600 PAGA Group members. Ex. 1 at § I.K; *Grover Decl.* at ¶¶ 9, 19.

⁵¹ *Grover Decl.* at ¶¶ 27-28.

⁵² *Grover Decl.* at ¶¶ 31, 37-38.

“The economic rationale for fee enhancement in contingency cases has been explained as follows: ‘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. The implicit interest rate on such a loan is higher because the risk of default (the loss of the case, which cancels the debt of the client to the lawyer) is much higher than that of conventional loans.’ (Posner, *Economic Analysis of Law* (4th ed. 1992) pp. 534, 567.) ‘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.’”⁵³

Finally, the percentage requested falls within a typical range, particularly in light of the settlement size.⁵⁴ It is recognized that “courts may award attorney’s fees in the 30-40% range in wage and hour class actions that result in recovery of a common fund under \$10 million.”⁵⁵ Accordingly, Plaintiffs’ Counsel’s fee request is fair and reasonable and is consistent with other awards in California and the Ninth Circuit.

b. Plaintiffs’ Counsel’s requested costs are reasonable.

In the course of this litigation, Plaintiffs’ Counsel had to (and will) incur out-of-pocket costs of approximately \$17,574.99.⁵⁶ As described in the Grover and Granberry Declarations, the incurred costs included filing fees, legal research fees, mediation fees, damage consultant fees, printing fees, and mailing charges.⁵⁷ Such costs are appropriate for cost reimbursement in these types of cases.⁵⁸

⁵³ *Graham v. DaimlerChrysler Corp.* (2004) 34 Cal.4th 553, 579-580.

⁵⁴ See e.g., *Alvarez, supra*, 2017 U.S. Dist. LEXIS 119128, at *9; *Hawkins, supra*, 2022 U.S. Dist. LEXIS 20956, at *29; *Moreno, supra*, 2021 U.S. Dist. LEXIS 172633, at *12; *Martin, supra*, 2011 U.S. Dist. LEXIS 61796, at *23; *Cicero, supra*, 2010 U.S. Dist. LEXIS 86920, at *18.

⁵⁵ See e.g., *Alvarez, supra*, 2017 U.S. Dist. LEXIS 119128, at *9, citing *Cicero, supra*, 2010 U.S. Dist. LEXIS 86920, at *18.

⁵⁶ See Grover Decl. at ¶¶ 44-46; Granberry Decl. at ¶ 15.

⁵⁷ Grover Decl. at ¶ 44; Granberry Decl. at ¶ 15.

⁵⁸ See e.g., *In re United Energy Corp. Sec. Litig.* (C.D. Cal. 1989) 1989 WL 7321 1, *6 (quoting *Newberg*, Attorney Fee Awards, § 2.19 (1987)); see also, *In re GNC Shareholder Litig.* (W.D. Pa. 1987) 668 F. Supp. 450, 452.

1 The costs that Plaintiffs' Counsel incurred in this litigation benefited the LWDA,
2 Plaintiffs and the PAGA Group members. In light of the costs that Plaintiffs' Counsel was
3 required to incur to prosecute this action, Plaintiffs' cost request of \$17,574.99 is reasonable and
4 should be granted.

5 **C. The service awards sought by the named Plaintiffs are reasonable.**

6 As the Settlement Agreement permits, Plaintiffs seek service awards in the amount of
7 \$10,000 for Plaintiff Bush and \$10,000 for Plaintiff Guevara.⁵⁹ The service awards are intended
8 to recognize the time and efforts that they spent on behalf of the State and other aggrieved
9 employees.⁶⁰ Plaintiffs Bush and Guevara also are providing General Releases of their claims
10 against Defendant, beyond the limited PAGA Releases that apply to the PAGA Group.⁶¹

11 Although PAGA does not address service payments to private attorneys general, the
12 reasoning of case law approving named plaintiffs' service awards in class actions supports that
13 they also are appropriate in PAGA representative actions. Like in class actions, service payments
14 should be awarded to named plaintiffs in representative actions to acknowledge the effort and
15 risk they undertake to obtain a reward on behalf of others.⁶² The California Court of Appeal has
16 found that "incentive awards are fairly typical in class action cases" and "are intended to
17 compensate class representatives for work done on behalf of the class, to make up for financial
18 or reputational risk undertaken in bringing the action, and, sometimes, to recognize their
19 willingness to act as a private attorney general."⁶³ The Ninth Circuit also has recognized that a
20 named Plaintiffs' "willingness to act as a private attorney general" may justify the award of an

21 ⁵⁹ Ex. 1 at § XI.

22 ⁶⁰ Declarations of Kaylyn Bush and Madeleine Guevara, submitted herewith; *see* Grover Decl.
23 at ¶¶ 29-30.

24 ⁶¹ Ex. 1 at § V.B (the General Release applies only to the named Plaintiffs); *compare* Ex. 1 at §
25 V.A (the limited PAGA Release that applies to the PAGA Group).

26 ⁶² *See e.g., Cellphone Termination Fee Cases* (2010) 186 Cal.App.4th 1380, 1393-94, citing
27 *Clark v. Am. Residential Services LLC* (2009) 175 Cal.App.4th 785, 806.

28 ⁶³ *Cellphone Termination, supra*, 186 Cal.App.4th at 1393-94 (internal citations, quotations and
alterations omitted), citing *Rodriguez v. West Publishing Corp.* (9th Cir. 2009) 563 F.3d 948, 958,
4 *Newberg on Class Actions* (4th ed. 2002) § 11:38, p. 81, and Eisenberg & Miller, *Incentive
Awards to Class Action Plaintiffs: An Empirical Study* (2006) 53 UCLA L. Rev. 1303.

incentive payment.⁶⁴

Further, two separate authorities compel service payments for an employee plaintiff serving as a private attorney general. First, PAGA and its legislative history make clear that its purpose is to incentivize individuals to act on behalf of, and for the benefit of, the State to enforce the Labor Code due to shortage of the State’s law enforcement resources.⁶⁵ With that goal in mind, it is reasonable to conclude that the statute permits compensation for individuals who take on that work. Even if, for example, the statute that enables the State to employ an attorney general did not specify a salary for that position, it would be reasonable to conclude that the State has authority to pay the individual who performs that work. The same must be true for an individual who acts as a private attorney general. The Legislature’s stated purpose of encouraging private law enforcement work necessarily contemplates compensation for individuals who do that work.

It should not be assumed that the share of compensation paid to each aggrieved employee is somehow intended to be the only money available to the individual who takes on the risk and effort of filing and litigating a lawsuit. If that were the rule, each employee who is subjected to an illegal wage and hour practice would be better off waiting for someone else to file a representative claim so that he or she could reap the same reward without taking any risk.

The second authority supporting a service award is the California Supreme Court’s consistent mandate that courts must “liberally construe[]” the Labor Code “in favor of affording workers protection.”⁶⁶ When addressing questions for which there is no specific statutory answer, the California Supreme Court has explained that courts interpreting the Labor Code must “adopt the construction that best gives effect to the purpose of the Legislature” which is “the

⁶⁴ *Rodriguez, supra*, 563 F.3d at 959.

⁶⁵ *Iskanian, supra*, 59 Cal.4th at 379 (discussing the goal stated in PAGA and its legislative history to enable private attorneys general to enforce the Labor Code due to the State’s shortage of resources).

⁶⁶ *See e.g., Ward v. United Airlines, Inc.* (2020) 9 Cal.5th 732, 754, citing string of California Supreme Court cases stating the same.

1 protection of employees.”⁶⁷ The Court’s mandate weighs in favor of providing service awards
2 because refusing them would dramatically impair the State’s ability to achieve its goal of Labor
3 Code enforcement through private attorneys general. If an employee plaintiff acting as a private
4 attorney general can expect no compensation other than his or her individual share of the
5 recovered penalties, it would be extremely difficult to find anyone willing to undertake the
6 extensive risk and effort involved in bringing a representative PAGA action.

7 Without Plaintiffs’ efforts, there would be no recovery at all. An incentive award is
8 appropriate to compensate Plaintiffs for the risk and expense they incurred in conferring a benefit
9 on other of Defendant’s employees and the State of California. As a result of the named
10 Plaintiffs’ efforts, the State of California will receive more than \$928,000, to be put toward
11 education about, and enforcement of, California’s labor laws.⁶⁸ The PAGA Group members will
12 receive monetary settlement payments –on average, approximately \$47.15 each.⁶⁹

13 In this case, the named Plaintiffs performed the following tasks, among others: (1)
14 assisted Plaintiffs’ Counsel in investigating and substantiating the claims alleged in this action,
15 including multiple telephone calls with counsel to review facts, documents, and Defendant’s
16 policies; (2) assisted in the preparation of the complaints in this action; (3) produced evidentiary
17 documents to Plaintiffs’ Counsel; and (4) assisted in the settlement of this litigation.⁷⁰ Moreover,
18 as with any plaintiff who files a civil action, the named Plaintiffs undertook the financial risk
19 that, in the event of a judgment in favor of Defendant in this action, he could have been
20 personally responsible for any attorneys’ fees and costs awarded in its favor.

21 The award of service payments to the named Plaintiffs is especially warranted in a case
22 like this one, involving claims brought to enforce the Labor Code’s protections for employees.
23 Plaintiffs should be commended for pursuing PAGA claims; modest service payments like that
24 sought here are an appropriate means of doing so. In light of the work that the named Plaintiffs

25 _____
26 ⁶⁷ *Troester v. Starbucks Corp.* (2018) 5 Cal.5th 829, 839.

27 ⁶⁸ Grover Decl. at ¶ 22; Ex. 1 at §§ I.I, I.J, I.P, VI, X, XI.

28 ⁶⁹ Grover Decl. at ¶¶ 21, 23 (\$311,231/6,600 = \$47.15); Ex. 1 at §§ I.G, I.J, VIII.A.

⁷⁰ See generally, Bush and Guevara Declarations.

performed on behalf of the State and the PAGA Group, the requested service payments are reasonable and appropriate.

D. The Settlement Administrator's fee is reasonable and should be paid.

Simpluris has agreed to provide all administrative functions necessary for the distribution of the Settlement Amount for an amount not to exceed \$17,500, which is the amount set forth in the Settlement Agreement.⁷¹ Plaintiffs request that the Court approve payment to Simpluris of up to \$17,500. If the amount is lower, it will revert to the Net Settlement Amount.⁷²

IV. CONCLUSION

For all the reasons set forth above, Plaintiffs respectfully request that this Court, as set forth in the proposed Order Approving Settlement submitted herewith, approve Simpluris, Inc. as the Settlement Administrator and approve payment of its administration fees of up to \$17,500; approve an award of \$650,000 in attorneys' fees and \$17,574.99 in costs to Plaintiffs' Counsel, and approve the award of service payments to Plaintiffs Kaylyn Bush and Madeleine Guevara in the amount of \$10,000 each.

Dated: October 25, 2023

KELLER GROVER LLP

By: 

ERIC A. GROVER
ROBERT SPENCER
Counsel for Plaintiffs

⁷¹ Ex. 1 at § VI; Grover Decl. at ¶ 20.

⁷² Ex. 1 at § VI.

PROOF OF SERVICE

I, JOEY GONZALEZ, am employed in the County of San Francisco, State of California. I am over the age of eighteen and not a party to the within action. My business address is 1965 Market Street, San Francisco, California 94103. On October 27, 2023, in the case *Bush, et al., v. Dutch Bros., LLC, et al.*, Merced Superior Court Case Number 22CV-01415, Merced County Superior Court Case Number 22CV001415, I served the foregoing document(s):

MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT OF MOTION FOR AN ORDER AWARDING ATTORNEYS' FEES, COSTS, ENHANCEMENT PAYMENTS, AND SETTLEMENT ADMINISTRATION FEES

on the interested party(ies) below, using the following means:

Robert J. Wilger, Esq.	<i>Attorneys for Defendant</i>
Benjamin A. Emmert, Esq.	DUTCH BROS., LLC
Melinda Ward	
LITTLER MENDELSON, P.C.	
50 West San Fernando Street, 7 th Floor	
San Jose, California 95113	
RWilger@littler.com	
BEmmert@littler.com	
MWard@littler.com	

☒	(BY ELECTRONIC SERVICE) by electronically mailing a true and correct copy in PDF format through our electronic mail system to the email address(es) set forth above, or as stated on the attached service list per agreement between the parties.
☒	(STATE) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.



JOEY GONZALEZ