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9 on behalf of herself, all others similarly
10 situated, and on behalf of the general public.

11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
12 **FOR THE COUNTY OF SAN BERNARDINO**

13 JEANNE BECKMAN on behalf of herself,
14 all others similarly situated, and on behalf
15 of the general public,

16 Plaintiff,

17 vs.

18 BRASWELL LEISURE MANOR LTD. A
19 CALIFORNIA LIMITED
20 PARTNERSHIP; and DOES 1-100,

21 Defendants.

Case No.: CIVSB2209750

*[Assigned for All Purposes to the
Honorable Jessica Morgan, Dept. S-26]*

**PLAINTIFF JEANNE BECKMAN'S
MOTION FOR FINAL APPROVAL OF
CLASS AND PAGA ACTION
SETTLEMENT**

Date: December 2, 2024
Time: 8:30 a.m.

Complaint Filed: May 11, 2022
Trial Date: Not Set Yet

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v

Plaintiff's Motion for Final Approval

Case No.: CIVSB2209750

1 **I. INTRODUCTION**

2 This motion seeks approval of a non-reversionary \$325,000 proposed wage and hour class
3 action settlement reached between Plaintiff Jeanne Beckman (“Plaintiff”) and Defendant Braswell
4 Leisure Manor Ltd. A California Limited Partnership (“Defendant” or “Braswell”) (collectively,
5 Plaintiff and Defendant are referred to as the “Parties”).¹ The settlement is on behalf of Plaintiff and
6 a Class comprised of all current and former non-exempt employees of Defendant within the State of
7 California who worked for Defendant at any time commencing four (4) years preceding the filing of
8 Plaintiff’s initial Complaint (i.e., May 11, 2018) through July 30, 2024, which is the date the Court
9 granted preliminary approval.² There is a 100% participation rate amongst Class Members—that is,
10 no Class Members have requested to be excluded from the settlement.³ In addition, to date there are
11 no objections to the settlement.⁴

12 The Class is comprised of 159 Class Members. **The proposed settlement is projected to**
13 **pay an average estimated payment of \$1,015.04 per Class Member, with a high payment of**
14 **\$6,405.98.**⁵ In addition, there are 47 Class Members who are also Aggrieved Employees.⁶ Aggrieved
15 Employees are currently estimated to receive an additional payment that averages \$132.98, with a
16 high payment of \$245.93.⁷

17 To date, this matter has required 145 hours of attorney time from Class Counsel. This
18 litigation involved investigations into the claims asserted, discovery, the production and review of
19 documents from Defendant, a full day of mediation, and evaluation of continuing litigation. As will
20 be demonstrated herein, the attorneys’ fee request of \$108,322 (“Attorney Fee Award”), which
21

22 ¹ The Parties’ Agreement is attached to the Declaration of David Mara, Esq. (“Mara Dec.”) as Exhibit
23 1. “Exhibit 1” herein refers to the Parties’ Agreement.

24 ² Exhibit 1 at Section I, Paragraph 5, Page 1.

25 ³ Declaration of Mary Butler Regarding Notice and Settlement Administration (“Butler Dec.”) ¶ 11.

26 ⁴ Butler Dec. ¶ 12.

27 ⁵ Butler Dec. ¶ 14.

28 ⁶ Aggrieved Employees are all current and former non-exempt employees of Defendant within the
State of California who worked for Defendant at any time commencing one (1) year preceding the
filing of Plaintiff’s First Amended Complaint through the date the Court grants preliminary approval.
(Exhibit 1 at Section I, Paragraph 2, Page 1).

⁷ Butler Dec. ¶ 14.

1 represents 33.33% of the Gross Settlement Amount (“GSA”), is fully supported using the percentage
2 fee method. The Attorney Fee Award is also supported under the lodestar cross-check method.
3 Plaintiff further moves for reimbursement of litigation costs and expenses in the amount of
4 \$13,120.85 (“Cost Award”), originally estimated not to exceed \$20,000, for costs incurred in
5 litigating this matter. Plaintiff also moves for final approval of the payment in the amount of \$10,000
6 to Plaintiff (this payment is referred to as the “Class Representative Enhancement Payment”) to
7 compensate her for agreeing to a general release of her claims against Defendant and her vital role
8 in representing the Class Members and spearheading the case to seek actual and substantial monetary
9 relief for the Class. Additionally, Plaintiff moves for final approval of Administration Costs in the
10 amount of \$7,166 to the Settlement Administrator, Simpluris, Inc. (hereinafter “Simpluris”) for the
11 costs and fees of administering settlement (“Administration Costs”).

12 The requested Attorney Fee Award, Cost Award, Class Representative Enhancement
13 Payment, and Administration Costs were fully disclosed to the Class Members when the Class
14 Notice was mailed to them. Most importantly, to date, the settlement and all of its terms have
15 received support from Class Members as not a single Class Member has objected to the settlement
16 or requested to be excluded from it. With an estimated average and high payout to Settlement Class
17 Members of \$1,015.04 and \$6,405.98, respectively, the settlement is fair, adequate, and reasonable.
18 In addition, Aggrieved Employees are currently estimated to receive average and high payouts of
19 \$132.98 and \$245.93, respectively. The Court is, therefore, respectfully requested to consider the
20 Class Members’ endorsement of the settlement and grant final approval of the settlement, and
21 approve of the Attorney Fee Award, Cost Award, Class Representative Enhancement Payment, and
22 Administration Costs in the amounts as preliminarily approved of by this Court and disclosed to the
23 Class Members, and as requested herein.

24 As demonstrated herein, Class Counsel is convinced that the proposed settlement is in the
25 best interest of the Class based on the negotiations and a detailed knowledge of the issues present in
26 this matter. The length and risks of trial and perils of litigation that affect the value of the claims
27 were all carefully weighed by Class Counsel. In addition, the affirmative defenses asserted by

Defendant, Defendant's contentions that Class Members were compensated for all wages due and provided lawful meal and rest breaks, the uncertainty of class certification, the difficulties of complex litigation, the lengthy process of establishing specific damages, and various possible delays and appeals were all carefully considered by Class Counsel in arriving at the proposed settlement.

II. BACKGROUND, INVESTIGATION, AND LITIGATION HISTORY

a. Background and Litigation History

Defendant operates senior living facilities. On May 11, 2022, Plaintiff filed a class action complaint against Defendant. The Complaint alleges the following claims: (1) Failure to Pay All Straight Time Wages, (2) Failure to Pay All Overtime Wages, (3) Failure to Provide Meal Periods (Labor Code §§ 226.7, 512, IWC Wage Order No. 5-2001(11), Cal. Code Regs., tit. 8 § 11050), (4) Failure to Authorize and Permit Rest Periods (Labor Code §§ 226.7, 512, IWC Wage Order No. 5-2001(12), Cal. Code Regs., tit. 8 § 11050), (5) Knowing and Intentional Failure to Comply with Itemized Employee Wage Statement Provisions (Labor Code §§ 226, 1174, 1175), (6) Failure to Pay All Wages Due at the Time of Termination of Employment (Labor Code §§ 201-203), and (7) Violation of Unfair Competition Law (Business & Professions Code § 17200, *et seq.*). On November 4, 2022, Defendant filed an Answer to the Complaint denying all allegations and asserting affirmative defenses. (Mara Dec. ¶ 12).

Plaintiff submitted a Notice of Labor Code Violations to the Labor and Workforce Development Agency ("LWDA") in accordance with the Private Attorneys General Act of 2004 ("PAGA") on April 11, 2022. On June 27, 2024, Plaintiff filed a First Amended Complaint. Plaintiff's First Amended Complaint adds a cause of action for Defendant's violations of the PAGA. (Mara Dec. ¶ 13).

b. Discovery and Investigation

After filing, the Parties engaged in informal discovery. These discovery efforts led to Defendant producing policy documents that covered employees' employment with Defendant, such as employee handbooks, and time and wage records. Included within these documents were Defendant's wage and hour policies, including its meal and rest period policies. Defendant also

1 produced time and wage records for a 20% sampling of Class Members. Plaintiff also requested, and
2 Defendant produced, data surrounding the number of current and former employees, as well as the
3 number of workweeks worked by Class Members during the relevant time period, to establish a
4 potential exposure model in preparation for mediation. From this discovery, Plaintiffs and their
5 Counsel were able to analyze Defendant's liability in this action and prepare a realistic damage
6 model. (Mara Dec. ¶ 14).

7 **c. The Parties Agreed to Attend Mediation**

8 The Parties attended an all-day mediation presided over by wage and hour mediator Lynn
9 Frank on March 12, 2024. This mediation was successful. The Parties then met and conferred over
10 all the terms of the settlement and finalized their settlement in the Parties' Agreement. The Parties
11 seek final approval of the Agreement in the instant motion. (*See* Mara Dec. ¶ 15; *see also* Exhibit 1
12 attached thereto).

13 **III. TERMS OF THE PROPOSED SETTLEMENT**

14 Under the terms of the settlement, Defendant will create a settlement fund of \$325,000.

15 **a. Deductions from the Settlement**

16 The Parties have agreed (subject to and contingent upon the Court's approval) that this action
17 be settled and compromised for the non-reversionary total sum of \$325,000 ("Gross Settlement
18 Amount" or "GSA"), which includes, subject to Court approval: (a) attorneys' fees of \$108,322
19 (33.33% of the GSA) to compensate Class Counsel for work already performed and all work
20 remaining to be performed in documenting the settlement, administering the settlement, and
21 securing Court approval; (b) litigation costs of \$13,120.85 (originally estimated not to exceed
22 \$20,000); (c) a Class Representative Enhancement Payment to the named class representative in the
23 amount of \$10,000 in consideration for prosecuting this class action, serving as Class Representative,
24 work performed, and risks undertaken for the payment of attorneys' fees and costs in the event she
25 had been unsuccessful in the matter; (d) settlement administration fees and expenses to Simpluris in
26 the amount of \$7,166 (originally estimated not to exceed approximately \$10,000); and (e) \$25,000
27 allocated to Plaintiff's claims under the PAGA. Of this payment, 75%, or \$18,750 will be provided

1 to the LWDA, and 25%, or \$6,250, will be available for distribution to Aggrieved Employees.

2 **b. Calculation of the Settlement Payment to Class Members**

3 After all Court-approved deductions from the GSA, it is estimated that \$161,391.15 (“Net
4 Settlement Amount” or “NSA”), less employee taxes on the “wage portion” of the settlement
5 payment, will be distributed to Participating Class Members.⁸ Subject to the terms and conditions of
6 the settlement, each Participating Class Member will receive a proportionate share of the Net
7 Settlement Amount that is equal to (i) the number of weeks he or she worked for Defendant, based
8 on the Class Data provided by Defendant, divided by (ii) the total number of weeks worked by all
9 Participating Class Members based on the same Class Data, which is then multiplied by the Net
10 Settlement Amount. One day worked in a given week will be credited as a work week for purposes
11 of this calculation. Therefore, the value of each Class Member’s Individual Settlement Share ties
12 directly to the amount of weeks that he or she worked. (Exhibit 1 at Section III, Paragraph 61(A)(i),
13 Page 10). This payment will be divided into a “wage portion” to compensate Participating Class
14 Members for alleged unpaid wages and a “non-wage portion” to compensate Participating Class
15 Members for alleged interest and penalties. The wage portion will make up 20% of each Participating
16 Class Members’ individual settlement payment, and the non-wage portion will make up 80% of each
17 Participating Class Members’ individual settlement payment. (Exhibit 1 at Section III, Paragraph
18 61(B), Page 10).

19 In addition, each Aggrieved Employee will receive a proportionate share of the Net PAGA
20 Settlement Amount that is equal to (i) the number of pay periods he or she worked for Defendant,
21 based on the PAGA Data provided by Defendant, divided by (ii) the total number of pay periods
22 worked by all Aggrieved Employees based on the same PAGA data, which is then multiplied by the
23 Net PAGA Settlement Amount. One day worked in a given pay period will be credited as a pay
24 period for purposes of this calculation. Therefore, the value of each Aggrieved Employee’s
25 Individual PAGA Settlement Share ties directly to the amount of pay periods that he or she worked

26 _____
27 ⁸ Participating Class Members are all Class Members who do not submit a valid and timely request
28 to exclude themselves from this Settlement. (Exhibit 1 at Section I, Paragraph 35, Page 5).

1 during the PAGA Period. (Exhibit 1 at Section III, Paragraph 62(A)(i), Pages 10-11). This payment
2 will be treated as 100% penalties. (Exhibit 1 at Section III, Paragraph 62(B), Page 11).

3 Under no circumstances will any portion of the \$325,000 settlement revert to Defendant and
4 100% of the NSA will be paid out to Participating Class Members. In addition, the employer's share
5 of taxes will be paid in addition to and outside of the GSA. (See Exhibit 1 at Section I, Paragraph
6 19, Page 3).

7 **c. Release of Claims**

8 In exchange for an Individual Class Payment, Participating Class Members will agree to the
9 following release:

10 The Released Class Claims include, for the entire Class Period, any and all claims,
11 debts, liabilities, demands, actions, or causes of action that were either alleged, or
12 that reasonably could have been alleged based on the factual allegations contained in
13 the Lawsuit, including, but not limited to, claims pursuant to Labor Code sections,
14 201, 201.5, 202, 203, 205.5, 218, 218.5, 222, 223, 224, 226(a), 226.3, 226.7, 510,
15 512, 1174, *et seq.*, 1194, 1194.2, 1197, 2699, *et seq.*, and the Industrial Welfare
16 Commission Wage Orders, and also any claim for unpaid wages, including under any
17 theory of rounding, unpaid minimum wage, off-the-clock work, meal and rest period
violations, waiting time penalties, itemized wage statement penalties, wages for
unpaid time, other related wages, restitution, disgorgement, civil or statutory
penalties, attorneys' fees, and/or costs and all claims under the Unfair Competition
Law, Business & Professions Code section 17200, *et seq.*, and/or which are alleged
in the Lawsuit within the Class Period.

18 (Exhibit 1 at Section I, Paragraph 38, Page 5-6).

19 In addition, all Aggrieved Employees will agree to the following release in exchange for an
20 Individual PAGA Payment:

21 The Released PAGA Claims include, for the entire PAGA Period, any and all claims
22 belonging to the State of California, the LWDA, and Plaintiff (as representative of
23 the State of California, the LWDA, and the general public) under the California
24 Private Attorney General Act ("PAGA"), Cal. Lab. Code § 2698, *et seq.* to the extent
25 such claims are predicated on claims that were or reasonably could have been alleged
based on the claims, facts and/or allegations that were contained in Plaintiff's PAGA
Letter.

26 (Exhibit 1 at Section I, Paragraph 39, Page 6).

27 Further, Plaintiff has agreed to a general release of her claims. (See Exhibit 1 at Section III,
28

Paragraph 68, Pages 21-22).

d. Notice to the Class

On August 13, 2024, Counsel for Defendant provided Simpluris with a mailing list containing the name, last known address, Social Security Number, and pertinent employment information during the Class Period for the Class Members. The Class List contained data for 159 Class Members. (Butler Dec. ¶ 6). The mailing addresses contained in the Class List were processed and updated utilizing the National Change of Address Database (“NCOA”) maintained by the U.S. Postal Service. The NCOA contains changes of address filed with the U.S. Postal Service. In the event that any individual had filed a U.S. Postal Service change of address request, the address listed with the NCOA was utilized in connection with the mailing of the Notice Packets. (Butler Dec. ¶ 7). On August 27, 2024, after updating the mailing addresses through the NCOA, Notice Packets were mailed via First Class Mail in English and Spanish to one hundred and fifty-nine (159) Class Members, contained in the Class List. (Butler Dec. ¶ 8). Class Members had until October 11, 2024, to respond to the settlement. (Butler Dec. ¶ 10).

Fifteen (15) Class Notices were returned by the post office. For those without a forwarding address, Simpluris performed an advanced address search (i.e. skip trace) on all of these addresses by using Accurint, a reputable research tool owned by Lexis-Nexis. Simpluris used the Class Member’s name, previous address and Social Security number to locate a more current address. Eleven (11) Notice Packets were re-mailed to either a newfound address, with forwarding addresses provided by the United States Postal Service or at the request of the Class Member. Ultimately, after additional searches, four (4) Notice Packets were undeliverable because Simpluris was unable to find a better address. (Butler Dec. ¶ 9).

The settlement has received support from the Class Members. Not a single Class Member has objected to the settlement. (Butler Dec. ¶ 12). In addition, no Class Members have requested to be excluded from the settlement. (Butler Dec. ¶ 11). Therefore, all 159 Class Members are participating in the settlement, meaning 100% of the Class Members are Participating Class Members.

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Participating Class Members and Aggrieved Employees must cash or deposit their Individual Settlement Share checks within one hundred and eighty (180) calendar days after the checks are mailed to them. If any checks are not redeemed or deposited within ninety (90) calendar days after mailing, the Settlement Administrator will send a reminder postcard indicating that unless the check is redeemed or deposited in the next ninety (90) days, it will expire and become non-negotiable, and offer to replace the check if it was lost or misplaced. If any checks remain uncashed or not deposited by the expiration of the ninety (90) day period after mailing the reminder notice, the Settlement Administrator will, within two hundred (200) calendar days after the checks are mailed, cancel the checks. All funds associated with the Individual Settlement Share checks returned as undeliverable and funds associated with those checks remaining un-cashed shall be tendered to the Legal Aid Society of San Bernardino. (Exhibit 1 at Section III, Paragraph 65(N), Pages 20-21).

a. The Settlement is Fair, Reasonable, and Adequate and Satisfies the Standard for Final Approval

8

1 private consensual agreement between the parties.” *Wershba v. Apple Computer, Inc.* (2001) 91 Cal.
2 App. 4th 224, 245.

3 In deciding whether to approve a class settlement, a court evaluates whether the proposed
4 settlement is “fair, adequate, and reasonable.” *Dunk v. Ford Motor Co.* (1996) 48 Cal. App. 4th 1794,
5 1801 (citing *Officers for Justice v. Civil Serv. Comm’n of City & Cnty. of S.F.* (9th Cir. 1982) 688
6 F.2d 615, 625); *Cho v. Seagate Tech. Holdings, Inc.* (2009) 177 Cal. App. 4th 734, 742 43. A court
7 enjoys broad discretion to make its fairness determination. *Dunk*, 48 Cal. App. 4th at 1801. However,
8 “a presumption of fairness exists where: (1) the settlement is reached through arm’s-length
9 bargaining; (2) investigation and discovery are sufficient to allow counsel and the court to act
10 intelligently; (3) counsel is experienced in similar litigation; and (4) the percentage of objectors is
11 small.” *Dunk*, 48 Cal. App. 4th at 1802; accord *Wershba*, 91 Cal. App. 4th at 245. In addition, a court
12 should consider additional relevant factors, including the strength of the plaintiff’s case compared to
13 the settlement amount; the risk, expenses, complexity, and likely duration of further litigation; and
14 the fair treatment of class members in relation to each other. *Dunk*, 48 Cal. App. 4th at 1802; see also
15 *In re Microsoft I-V Cases* (2006) 135 Cal. App. 4th 706, 723; see also *Boyd v. Bechtel Corp.* (N.D.
16 Cal. 1979) 485 F. Supp. 610, 617.

17 At the time of preliminary approval, the Court was provided with sufficient information to
18 satisfy three of the four *Dunk* factors, leaving the fourth factor, the number of objectors, unknown
19 until after the Class had an opportunity to respond to the settlement.⁹ Subject only to the Class’s
20 reaction to the settlement, the Court preliminarily presumed the settlement was fair, adequate and
21 reasonable. To date, not a single objection to the settlement has been submitted by any Class Member
22 to the Settlement Administrator. Thus, the settlement is entitled to the presumption that it is fair and
23 in all other respects proper and should be finally approved.

24 ///

25 _____
26 ⁹ See Memorandum of Points and Authorities in Support of Motion for Preliminary Approval, pages
27 15-22. In addition to the *Dunk* factors, Class Counsel also detailed the other factors such as the
28 strengths of Plaintiff’s case, risks and costs of further litigation, as well as the reasonableness of the
GSA amount in light of *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116.

1 **b. The Court Should Approve the Requested Fees and Costs**

2 **i. The Requested Fee Award is Fair and Reasonable, Calculated as a**
3 **Percentage of a Common Fund**

4 Class Counsel applies for an award of attorneys' fees in the sum of \$108,322 (33.33% of the
5 GSA), and litigation costs of \$13,120.85 (originally estimated not to exceed \$20,000). (Mara Dec. ¶
6 16). California courts have recognized an appropriate method for determining an award of attorneys'
7 fees is based on a percentage of the total value of benefits to Class Members by the settlement, also
8 known as the "common fund" method. *Serrano v. Priest* (1977) 20 Cal.3d 25, 34 (*Serrano III*) 34
9 ("when a number of persons are entitled in common to a specific fund, and an action brought by a
10 plaintiff or plaintiffs for the benefit of all results in the creation or preservation of that fund, such
11 plaintiff or plaintiffs may be awarded attorney's fees out of the fund."); *Serrano v. Unruh*, 32 Cal.3d
12 621, 627 (1982) (in awarding a fee from the common fund obtained for the benefit of all parties, the
13 trial court acts within its equitable power to prevent the other parties' unjust enrichment.); *Rawlings*
14 *v. Prudential-Bache Properties, Inc.*, 9 F.3d 513, 516 (6th Cir. 1993) (the percentage of the fund
15 method for calculating attorney's fees more accurately reflects the results achieved for the putative
16 class than the lodestar method and "establishes reasonable expectations on the part of plaintiffs'
17 attorneys as to their expected recovery; and it encourages early settlement, which avoids protracted
18 litigation."); *In re Rite Aid Corp. Securities Litigation*, 396 F.3d 294, 300 (3d Cir. 2005) ("The
19 percentage-of-recovery method is generally favored in common fund cases because it allows courts
20 to award fees from the fund 'in a manner that rewards counsel for success and penalizes it for
21 failure.").

22 The purpose of the common fund/percentage approach is to "spread litigation costs
23 proportionally among all the beneficiaries so that the active beneficiary does not bear the entire
24 burden alone." *Vincent v. Hughes Air West, Inc.* (9th Cir. 1977) 557 F.2d 759, 769. In *Quinn v. State*
25 *of California* (1995) 15 Cal.3d 162, 167, the Court stated: "[O]ne who expends attorneys' fees in
26 winning a suit which creates a fund from which others derive benefits may require those passive
27 beneficiaries to bear a fair share of the litigation costs." Similarly, in *City and County of San*
28 *Francisco v. Sweet* (1995) 12 Cal.4th 105, 110, the California Supreme Court recognized that the

1 common fund doctrine has been applied “consistently in California when an action brought by one
2 party creates a fund in which other persons are entitled to share.” The reasons for applying the
3 common fund doctrine include: “...fairness to the successful litigant, who might otherwise receive
4 no benefit because his recovery might be consumed by the expenses; correlative prevention of an
5 unfair advantage to the others who are entitled to share in the fund and who should bear their share
6 of the burden of its recovery; encouragement of the attorney for the successful litigant, who will be
7 more willing to undertake and diligently prosecute proper litigation for the protection or recovery of
8 the fund if he is assured that he will be properly and directly compensated should his efforts be
9 successful.” *Id.*

10 Indeed, the California Supreme Court confirmed in *Laffitte v. Robert Half Int’l, Inc.* that using
11 the percentage method has many advantages:

12 The recognized advantages of the percentage method - including relative ease of
13 calculation, alignment of incentives between counsel and the class, a better
14 approximation of market conditions in a contingency case, and the encouragement it
15 provides counsel to seek an early settlement and avoid unnecessarily prolonging the
litigation—convince us the percentage method is a valuable tool that should not be
denied our trial courts.

16 *Id.* at 503 (internal citation omitted).¹⁰ Because there is a defined and traceable benefit to the Class,
17 the Court can base an award of attorneys’ fees using a ‘common fund’ approach.

18 Moreover, trial courts have “wide latitude” in assessing the value of attorneys’ fees and their
19 decisions will “not be disturbed on appeal absent a manifest abuse of discretion.” *Lealao v.*
20 *Beneficial Cal., Inc.* (2000) 82 Cal.App.4th 19, 41; *Ketchum v. Moses* (2001) 24 Cal.4th 1122, 1132
21 (The “experienced trial judge is the best judge of the value of professional services rendered in his
22 court[.]”); *Cellphone Termination Fee Cases* (2009) 180 Cal.App.4th 1110, 1118.

23 California law provides that an attorneys’ fee award should be equivalent to fees paid in the
24

25 ¹⁰ *Laffitte* also held trial courts have discretion to assess reasonableness of fee awards with tools such
26 as the lodestar cross-check, although they need not do so. *Laffitte*, 1 Cal.5th at 506 (“We hold further
27 that trial courts have discretion to conduct a lodestar cross-check on a percentage fee . . . they also
retain the discretion to forgo a lodestar cross-check and use other means to evaluate the
reasonableness of a requested percentage fee”).

1 legal marketplace for the result achieved and risk incurred. *Id.* at 47-50; *Laffitte v. Robert Half Int'l,*
2 *Inc.* (2016) 1 Cal.5th 480, 503. In *Lealao*, the court held that when an action leads to a recovery that
3 can be “monetized” with a reasonable degree of certainty, the trial court should “ensure that the fee
4 awarded is within the range of fees freely negotiated in the legal marketplace in comparable
5 litigation.” *Lealao, supra*, 82 Cal.App.4th at 50. Fee awards that are too small will “chill the private
6 enforcement essential to the vindication of many legal rights and obstruct the representative actions
7 that often relieve the courts of the need to separately adjudicate numerous claims.” *Lealao, supra*,
8 82 Cal.App.4th at 53. Therefore, fees in class and representative actions should approximate the
9 probable terms of a contingent fee contract negotiated by a sophisticated attorney and client in
10 comparable litigation. *Id.* at 48.

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

19 Where the amount of a settlement is a “certain easily calculable sum of money,” California
20 courts may calculate attorneys’ fees as a reasonable percentage of the settlement. Weil and Brown,
21 California Practice Guide, Civil Procedure Before Trial, Chapter 14, § 14:145; *Dunk, supra*, 48
22 Cal.App.4th at 1808. The percentage-of-the-benefit approach is preferred in class and representative
23 actions because “it better approximates the workings of the marketplace than the lodestar approach.”
24 *Lealao, supra*, 82 Cal.App.4th at 49. The purpose of the common fund/percentage approach is to
25 “spread litigation costs proportionally among all the beneficiaries so that the active beneficiary does
26 not bear the entire burden alone.” *Vincent, supra*, 557 F.2d at 769.

27 Courts have consistently recognized that class action litigation is increasingly necessary to
28

1 protect the rights of individuals whose injuries and/or damages are too small to economically justify
2 legal action on an individual basis. Accordingly, in determining a reasonable fee award, courts award
3 fees to serve as an economic incentive for lawyers to pursue such litigation in order to achieve
4 increased access to the judicial system for meritorious claims and to enhance deterrents to
5 wrongdoing. This is especially true in situations where multiple similar alleged wrongs would not be
6 economically feasible to pursue individually, such as here. *See A. Conte, Attorney Fee Awards* (2d
7 Ed., 1993) 104, at 6.

8 When the lawsuit was originally filed, the prospect of a long, drawn-out battle with a
9 defendant represented by experienced counsel, was almost a certainty. By taking on this “battle” on
10 a contingency basis, Class Counsel risked substantial economic loss if the results were not successful.
11 This substantial risk is the reason that the courts approve the use of the percentage method when a
12 settlement is obtained by the efforts of class counsel. *See Vizcaino v. Microsoft* (9th Cir. 2002) 290
13 F.3d 1043, 1048-49 (quotations omitted) (discussing the risks of engaging in litigation without
14 certainty of compensation).

15 Under the terms of the Agreement, Defendant will pay a Gross Settlement Amount of
16 \$325,000. An award of attorneys’ fees is to be calculated as a percentage of the total value of benefits
17 made available to the Class Members under the settlement. In light of Class Counsel’s prosecution
18 and resolution of the case, the requested Attorneys’ Fees are appropriate and reasonable.

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

26 Class Counsel have obtained a substantial recovery on behalf of Plaintiff and the Class. Thus,
27 the requested Attorney Fee Award is appropriate. In short, Class Counsel’s fee request of \$108,322
28 (which represents 33.33% of the GSA) is in line with awards in similar cases in California and

1 nationwide and demonstrates that Class Counsel's fee request is consistent with market rates and is
2 reasonable.

3 **ii. The Requested Attorneys' Fee and Cost Award is Within the Range of**
4 **Fees Approved in Comparable Common Fund Cases**

5 The requested fee falls in the mid-range of percentage class fee awards, which generally range
6 from 20% to 50% of a common fund. Historically, courts have awarded fees as high as fifty percent
7 (50%) of the settlement, depending on the circumstances of the case. Conte & Newberg, *Newberg*
8 *on Class Actions* (4th Ed., 2002) § 14.03; see also *In re Ampicillin Antitrust Litig.* (D.D.C. 1981) 526
9 F. Supp. 494 (awarding attorneys' fees in the amount of 45% of the settlement amount of \$7.3
10 million); *Beech Cinema, Inc. v. Twentieth-Century Fox Film Corp.* (S.D.N.Y. 1979) 480 F. Supp.
11 1195 (awarding approximately 53% of the settlement amount as attorneys' fees). California courts
12 routinely approve class action attorneys' fees awards "averag[ing] around one-third of the recovery."
13 *Chavez v. Netflix, Inc.* (2008) 162 Cal.App.4th 43, 66 n.11 (lower court found 20 to 40 percent range
14 of contingency fee in marketplace was appropriate in class actions). The Supreme Court has explained
15 that "percentage of the fund method more accurately reflects the results achieved." *Laffitte*, 1 Cal.
16 5th at 439. The requested fee constitutes fair compensation for undertaking complex, risky,
17 expensive, and time-consuming litigation on a contingent basis and compensates Class Counsel for
18 their efforts, as well as the result achieved for the benefit of the Class. Numerous state and federal
19 courts in California routinely approve fee requests equal to or greater than 33.33%. In short, Class
20 Counsel's fee request of \$108,322 (which represents 33.33% of the GSA) is in line with awards in
21 similar cases in California and nationwide and demonstrates that Class Counsel's fee request is
22 consistent with market rates and is reasonable.

23 **iii. A Lodestar Cross-Check with a Modest Multiplier Confirms the**
24 **Reasonableness of the Requested Fee**

25 Class Counsel's fee request is reasonable when calculated using the lodestar method. Under
26 the lodestar method, a base fee amount is calculated from a compilation of time reasonably spent on
27 the case and the reasonable hourly compensation of the attorney. *Serrano v. Priest* (1977) 20 Cal. 3d
28 25, 48. The court then enhances this lodestar figure by a "multiplier" to account for a range of factors,

1 such as the novelty and difficulty of the case, its contingent nature, and the degree of success
2 achieved. *Id.* at 49; see also *Ketchum v. Moses* (2001) Cal.4th 1122, 1132-36; *PLCM Group, Inc. v.*
3 *Drexler* (2000) 22 Cal.4th 1084, 1096; *Thayer v. Wells Fargo Bank* (2001) 92 Cal.App.4th 819, 834,
4 (“[t]here is no ... rule limiting the factors that may justify an exercise of judicial discretion to [adjust
5 the] lodestar”).

6 Courts “routinely enhance[] the lodestar to reflect the risk of non-payment in common fund
7 cases.” *Vizcaino v. Microsoft Corp.* (9th Cir. 2002) 290 F.3d 1043, 1051; *Graham v. DaimlerChrysler*
8 *Corp.* (2004) 34 Cal.4th 553, 579 (“One of the most common fee enhancers [...] is for contingency
9 risk.”). Such an enhancement “mirrors the established practice in the private legal market of
10 rewarding attorneys’ fees for taking the risk of nonpayment by paying them a premium over their
11 normal hourly rates for winning contingency cases.” *Vizcaino*, 220 F.3d at 1051. A risk multiplier
12 also serves to bring the financial incentives for enforcing important rights “into line with incentives
13 [attorneys] have to undertake claims for which they are paid on a fee-for-service basis.” *Ketchum*, 24
14 Cal.4th at 1132. In determining whether or not to enhance or reduce the lodestar, California courts
15 take into account multiple factors, including: the time and labor required; the skill requisite to perform
16 the legal services properly; the preclusion of other employment by the attorney due to the acceptance
17 of the case; the contingent nature of the fee; the amount involved and results obtained; the experience,
18 reputation, and ability of the attorney; and awards in similar cases. *Cates v. Chiang* (2013) 213 Cal.
19 App. 4th 791, 822.

20 Class Counsel has worked 145 hours to date on this case and have calculated the lodestar fee
21 on those hours at \$103,200 at rates reflecting those currently earned in the marketplace. (Mara Dec.
22 ¶ 17, Exhibit 5). All of the work and tasks performed by Class Counsel were reasonable and necessary
23 to the prosecution of this case and are reflected in the result achieved. (Mara Dec. ¶ 18).

24 This was a highly contested matter which required a significant amount of time and labor.
25 Class Counsel had to investigate and analyze documents and data for Plaintiff and a sampling of Class
26 Members. In addition, as part of the above investigation and analysis, Plaintiff had to marshal the
27 evidence in a manner in which it could be adjudicated on a class-wide basis. So often, lawyers

1 unskilled in the class action aspect of wage and hour cases do not pay attention to or put the work
2 into how the evidence must be presented for class-wide adjudication. Strong class-wide cases perish
3 in the hands of inexperienced counsel because the case has not been worked up to succeed at
4 certification. Class Counsel here has considerable experience in class litigation and, from the
5 beginning of the case, is marshalling the evidence with a sharp focus on class-wide proof needed for
6 the matter to get certified. This case was no different. This filtering of voluminous evidence into
7 class-wide proof while keeping an eye on the merits of the litigation required a considerable amount
8 of attorney time and skill. (Mara Decl. ¶ 19).

9 Most importantly, all services were performed by Class Counsel on a contingent basis. (Mara
10 Dec. ¶ 20). Both California and federal courts recognize that attorneys should be compensated for
11 taking on such contingent risks and provided with financial incentives to enforce important rights and
12 protections like those at issue in this case. See, e.g., *Vizcaino*, 290 F.3d at 1051; *Ketchum*, 24 Cal.4th
13 at 1132-33. Here, Class Counsel bore the risk that, in spite of all of their efforts and skill employed,
14 there may be no recovery.

15 Class Counsel respectfully requests a fee of \$108,322, which, based on the total attorney hours
16 expended and rates, would require a modest 1.05 multiplier to raise the generated fees of \$103,200
17 to the requested amount. Far greater multipliers have been awarded in similar cases, and the total
18 amount of fees sought by Class Counsel is also reasonable compared to fees awarded in like cases.
19 Courts routinely enhance lodestar amounts based on multipliers that “range from 2 to 4 or even
20 higher.”¹¹ Thus, consideration of the lodestar method as a cross-check to the percentage figure sought
21 strongly supports the reasonableness of the requested fee award. Class Counsel moves for and
22 respectfully requests that the Court grant attorneys’ fees in the amount of \$108,322.

23 ///

24 ¹¹ *Wershba v. Apple Computer, Inc.*, 91 Cal.App.4th 224, 255 (2001); see, e.g., *Vizcaino*, 290 F.3d at
25 1051 (approving multiplier of 3.65); *Wal-Mart Stores, Inc. v. Visa U.S.A., Inc.*, 396 F.3d 96, 123 (2d
26 Cir. 2005) (approving multiplier of 3.5); *Craft v. County of San Bernardino*, 624 F. Supp. 2d 1113,
27 1125 (C.D. Cal. 2008) (awarding multiplier of 5.2 and collecting cases with cross-check multipliers
28 465, 479-80 (1984) (approving fee award with multiplier of 12).

1 **iv. Class Counsel's Hourly Rates Are Reasonable**

2 Class Counsel's hourly rates are between \$600 and \$800 and are in line with rates typically
3 approved in wage and hour class action litigation and which rates have been approved by Courts in
4 California in the Los Angeles, Sacramento, San Francisco, Alameda, Orange and San Diego County
5 Superior Courts. (Mara Dec. ¶ 21; Exhibit 2, Westlaw Court Express's Legal Billing Report, Volume
6 14, Number 3, California Region for December 2012; Exhibit 3, 2014 Declaration of Richard M.
7 Pearl in *Hohnbaum v. Brinker Restaurant Corp.* SDSC GIC834348; Exhibit 4, 2012 National Law
8 Journal Survey of Hourly Billing Rates for Partners and Associates).

9 A reasonable hourly rate is the prevailing rate charged by attorneys of similar skill and
10 experience in the relevant community. *PLCM Group, Inc* (2000) 22 Cal. 4th 1084, 1095; *Hopson v.*
11 *Hanesbrands Inc.* (N.D. Cal. Apr. 3, 2009) 2009 U.S. Dist. LEXIS 33900. When determining a
12 reasonable hourly rate, courts may consider factors such as the attorney's skill and experience, the
13 nature of the work performed, the relevant area of expertise and the attorney's customary billing rates.
14 *Flannery v. California Highway Patro* (1998) 61 Cal. App. 4th 629, 632.

15 Class Counsel's skill and experience support their hourly rates. Their practice is limited
16 exclusively to litigation, focusing on the representation of employees in wage and hour and consumer
17 class action matters. (Mara Dec. ¶¶ 2-11). As leading attorneys in the field of wage and hour class
18 action litigation, Plaintiff's counsel continually monitors the prevailing market rates charged by both
19 defense and plaintiff law firms and set the billing rates of their attorneys and paralegals/law clerks to
20 be consistent with the prevailing market rates in the private sector for attorneys and staff of
21 comparable skill, qualifications and experience. Other wage and hour attorneys working as class
22 counsel before California courts charge comparable if not higher rates. (Mara Dec., Exh. 2, Westlaw
23 Court Express's Legal Billing Report, Volume 14, Number 3, California Region for December 2012;
24 Exh. 3, 2014 Declaration of Richard M. Pearl in *Hohnbaum v. Brinker Restaurant Corp.* SDSC
25 GIC834348; Exh. 4, 2012 National Law Journal Survey of Hourly Billing Rates for Partners and
26 Associates). Therefore, as they are in line with those of the relevant community, Class Counsel's
27 hourly rates are reasonable.

1 **v. Class Counsels' Total Hours are Reasonable**

2 In determining a lodestar fee, reasonable hours include, in addition to time spent during
3 litigation, the time spent before the action was filed, including time spent interviewing clients,
4 investigating the facts and law, and preparing the pleadings. See *New York Gaslight Club, Inc. v.*
5 *Carey* (1980) 447 U.S. 54, 62; *Vo v. Las Virgenes Municipal Water Dist.* (2000) 79 Cal.App.4th 440,
6 447. Further, the fee award should include fees incurred to establish and defend the attorneys' fee
7 claim. *Serrano v. Priest* (1982) 32 Cal.3d 621, 639 ("*Serrano IV*"). Under California law, counsel is
8 entitled to compensation for every hour reasonably spent on the matter. *Id.* at 1133.

9 Class Counsel has expended a total of 145 hours on this case. The work performed by Class
10 Counsel in order to achieve a settlement that will provide valuable consideration to the Class,
11 averaging a \$1,015.04 settlement payment per Class Member, with the highest estimated award being
12 \$6,405.98, is outlined by Class Counsel in the declaration submitted herewith. (Mara Dec. ¶¶ 22, 27).
13 Class Counsel have been actively involved in this case, prior to the commencement of this action and
14 all the way up to the present, and Class Counsel's dedication to providing representation in the case
15 has precluded other employment. Here, Class Counsel's many tasks, in summary form, included the
16 following: pre-filing investigation and legal research; communicating with the Class Representative;
17 discussions with Class Members; researching and investigating California's ever-evolving wage and
18 hour laws regarding compensation, overtime, meal and rest periods, itemized wage statements,
19 waiting time penalties, and California's Unfair Competition Law; conducting investigation into
20 Defendant's pay-structures, policies for its non-exempt employees; drafting and filing pleadings;
21 making appearances at Court proceedings; engaging in numerous conferences with Defense Counsel
22 regarding a variety of issues throughout the litigation and settlement; analyzing records produced by
23 Defendant; drafting the mediation brief and performing mediation damages and exposure models;
24 preparing for and attending mediation; drafting and revising the settlement agreement and the Notice
25 to the Class; drafting preliminary approval papers; working with Settlement Administrator on the
26 notice process; reviewing, revising, and proofing Notice papers from the Settlement Administrator;
27 reviewing weekly status reports from the Settlement Administrator regarding Class participation;

1 reviewing and editing the Settlement Administrator's declaration; drafting final approval papers, and
2 preparing for and appearing at the Final Approval Hearing. (Mara Dec. ¶¶ 22, 27).

3 Class Counsel bore the risk that, despite all of their efforts and skills employed, there may
4 be no recovery. All of the work performed was reasonable and necessary to the prosecution of this
5 case. The work performed was particularly justified, in light of the extraordinary result achieved.

6 **vi. Costs of Litigation**

7 Class Counsel seeks reimbursement of the litigation costs and expenses of \$13,120.85. (Mara
8 Dec. ¶ 29). These costs were all reasonable and necessary to the prosecution of this case and the
9 results achieved and are fair and reasonable.

10 **c. The Class Representative Enhancement Payment is Reasonable**

11 Class Counsel seeks approval of a Class Representative Enhancement Payment to the named
12 Plaintiff in the sum of \$10,000. In agreeing to the settlement, Plaintiff has agreed to a general release
13 of her claims against Defendant. This general release is far greater than the release being given by
14 other Class Members. This payment not only compensates Plaintiff for the work she undertook in this
15 case, but also for the claims and potential claims she may have against Defendant that she is releasing.
16 Since the inception of this case, Plaintiff has put the Class's interests ahead of her own. This payment
17 compensates Plaintiff for the claims that she forwent bringing for the betterment of the Class
18 Members.

19 There are also other factors supporting the request that Plaintiff receive \$10,000. The
20 requested Class Representative Enhancement Payment is reasonable in light of the benefits Plaintiff
21 has conferred upon the entire Class, resulting in payments averaging at \$1,015.04 with a high payment
22 of \$6,405.98. The requested award is appropriate and reasonable based upon Plaintiff's time and
23 effort expended on this case, the risks she faced, and the outcome of this case. Plaintiff has submitted
24 a declaration detailing the efforts and time she expended on behalf of the Class in order to advance
25 this case to its successful conclusion. There is no question that this case would not have reached the
26 same result but for Plaintiff's involvement and input at all stages of the litigation.

27 It should be noted that service awards are particularly important to plaintiffs in wage and hour

1 cases because they promote the important public policies underlying the wage and hour laws. This
2 strong policy is codified in California Labor Code section 90.5, which provides that “[i]t is the policy
3 of this state to vigorously enforce minimum labor standards in order to ensure employees are not
4 required or permitted to work under substandard unlawful conditions . . .” Cal. Lab. Code § 90.5.
5 Nonetheless, the California Supreme Court has noted that “retaliation against employees for asserting
6 statutory rights under the Labor Code is widespread,” despite anti-retaliation statutes designed to
7 protect employees. *Gentry v. Super. Ct.* (2007) 42 Cal.4th 443, 460–61. In this context, class
8 representatives should be rewarded for assuming the risk of retaliation for the sake of class members.
9 *See Frank v. Eastman Kodak Co.* (W.D.N.Y. 2005) 228 F.R.D. 174, 187.

10 In addition, there are few individuals that are willing to act as a class representative and
11 provide the work, diligence, and willingness to assume a substantial financial risk should Defendant
12 have prevailed in this case. Plaintiff’s willingness to assume the financial risk is significant. Plaintiff
13 risked a potential judgment taken against her for attorneys’ fees and costs if this matter had not been
14 successfully concluded. Case law holds that a losing party is liable for the prevailing party’s costs,
15 *Early v. Superior Court*, 79 Cal.App.4th 1420, 1433 (2000), and in some wage and hour actions, such
16 as this case, pursuant to California Labor Code § 218.5, for attorneys’ fees as well. Though the fee
17 agreement provides that Class Counsel would pay such costs, Plaintiff would nevertheless have had
18 a cost bill entered against her leaving her ultimately liable for potentially hundreds of thousands of
19 dollars in the unexpected possibility that Class Counsel did not meet their obligation to cover those
20 costs. Unfortunately, there have been several judgments entered against class representatives, e.g.
21 *Koehl v. Verio, Inc.* 142 Cal.App.4th 1313, 1328 (2006) (a wage and hour class action where
22 Defendant prevailed at trial, the named plaintiffs were held liable, jointly and severally for the
23 Defendant’s attorneys’ fees); *Whiteway v. Fedex Kinkos Office & Print Services, Inc.*, 2007 U.S. Dist.
24 LEXIS 95398 (N.D. Cal. 2007) (a wage and hour misclassification case lost on summary judgment,
25 after the case was certified, the named Plaintiff was assessed costs in the sum of \$56,788.). The risk
26 of payment of Defendant’s costs, in itself alone, is a sufficient basis for an award of the requested
27

1 enhancement sum. Few individuals are willing to take this risk, and it is clear that Plaintiff, here,
2 championed a cause on behalf of others with potentially huge monetary risks.

3 Courts routinely approve service payments, or incentive awards, to compensate named
4 plaintiffs for the services they provide and the risks they incur during class litigation. See *In re*
5 *Cellphone Fee Termination Cases* (2010) 186 Cal. App. 4th 1380, 1393; see also *Bell v. Farmers Ins.*
6 *Exch.* (2004) 115 Cal. App. 4th 715, 725-26 (upholding service payments to class representatives);
7 Manual § 21.62 n.971 (noting that service payments are warranted); *Cook v. Niedert*, 142 F.3d 1004,
8 1015 (7th Cir. 1998); *Roberts v. Texaco*, 979 F. Supp. 185 (S.D.N.Y. 1997) (“present or past
9 employee whose present position or employment credentials or recommendation may be at risk by
10 reason of having prosecuted the suit, who therefore lends his or her name and efforts to the
11 prosecution of litigation at some personal peril, a substantial enhancement award is justified”);
12 *Thornton v. East Texas Motor Freight*, 497 F.2d 416, 420 (6th Cir. 1974) (“We also think there is
13 something to be said for rewarding those drivers who protect and help to bring rights to a group of
14 employees who have been the victims of discrimination.”).

15 Moreover, the modern-day work force is mobile, with employees holding several jobs over
16 the span of their career. It is also true that prospective employers in this computer, high-tech age
17 “Google” and/or do extensive background checks and have access to court databases to see if
18 applicants have ever filed a lawsuit or have ever been sued. Here, Plaintiff’s conduct will not be lost
19 on a prospective employer who has to choose between an applicant who has never sued an employer
20 and one who has done so. The requested award far from compensates Plaintiff for opportunities she
21 may lose in the future because of the exercise of a Constitutional right to Petition the Courts for
22 redress of a grievance.

23 Based on the foregoing, the \$10,000 Class Representative Enhancement Payment to the named
24 Class Representative is fair, appropriate, and justified in light of the work performed, risks undertaken
25 for payment of fees and costs if this case had not been successfully concluded, stigma on future
26 employment opportunities, and the benefits all Class Members.

27 ///

1 **d. The Administration Costs are Reasonable**

2 The Court-approved Settlement Administrator was responsible for formatting, printing and
3 mailing the Class Notices. The Settlement Administrator was responsible for responding to Class
4 Member inquiries, providing weekly status reports, answering questions from Counsel for the Parties,
5 and providing a declaration to document its duties and responsibilities under the settlement. Plaintiff
6 now requests that the Court finally approve the Settlement Administration Costs in the amount of
7 \$7,166 to Simpluris for services rendered and to be rendered for the notice and settlement
8 administration process.

9 Following the grant of final approval, the Settlement Administrator's duties will continue in
10 order to calculate and mail the individual settlement payments to Participating Class Members,
11 perform tax reporting obligations, disburse other payments as ordered by the Court, and perform such
12 other duties as set forth in the Agreement. Administration Costs in the amount of \$7,166 to Simpluris
13 for services rendered and to be rendered is fair and reasonable and should be granted.

14 **V. CONCLUSION**

15 Based on the foregoing, Class Counsel respectfully requests the Court grant final approval
16 of the settlement, and award Class Counsel attorneys' fees in the sum of \$108,322 and litigation
17 expenses of \$13,120.85 to Class Counsel, Class Representative Enhancement Payment in the sum
18 of \$10,000 to Plaintiff, Administration Costs in the amount of \$7,166 to Simpluris, and a payment
19 to the LWDA in the amount of \$18,750 (which is 75% of \$25,000 allocated to Plaintiff's claims
20 under PAGA).

21
22 DATED: November 4, 2024

MARA LAW FIRM, PC

23
24 

David Mara, Esq.

Jill Vecchi, Esq.

25 Representing Plaintiff JEANNE BECKMAN on behalf
26 of herself, all others similarly situated, and on behalf
27 of the general public