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Attorneys for Plaintiff Angelica Infante and others similarly situated

SUPERIOR COURT OF CALIFORNIA, COUNTY OF NAPA

Angelica Infante, individually and on behalf of
others similarly situated,

Plaintiff,

vs.

OLE HEALTH and Does 1-50,

Defendants

Case No. 22CV000380

**PLAINTIFF'S NOTICE OF ENTRY OF
ORDER GRANTING PLAINTIFF'S
PETITION TO CONFIRM
CONTRACTUAL ARBITRATION
AWARDS**

1 TO ALL PARTIES:
2

3 1. A judgment, decree, or orders were entered in this action on: November 27, 2024
4

5 2. A copy of the judgment, decree, or orders are attached to this notice as Exhibit One.
6
7

8 Dated: November 27, 2024

LADVA LAW FIRM

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14 Scott S. Nakama

15 Attorney for Plaintiff
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EXHIBIT 1

RECEIVED 11/19/24 EB

Ashwin Ladva, Esq. (S. Bar # 206140)
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SUPERIOR COURT OF CALIFORNIA, COUNTY OF NAPA

Angelica Infante, individually and on behalf of
others similarly situated,

Plaintiff,

vs.

OLE HEALTH and Does 1-50,

Defendants

Case No. 22CV000380

~~Set~~
**[PROPOSED] ORDER GRANTING
PLAINTIFF'S PETITION TO CONFIRM
CONTRACTUAL ARBITRATION
AWARDS**

Date: October 10, 2024

Time: 8:30 am

Department: Dept. A

The Court confirms "as made" the Arbitrator's (1) July 11, 2024, Decision Regarding
Claimant's Motion for Approval of PAGA Settlement and Request for Award of Reasonable
Attorney's Fees (**Exhibit 1**, July 11 Decision) and (2) July 15, 2024, Order Granting Plaintiff's

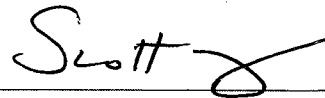
1 Notice of Motion and Motion for Attorney's Fees and Costs for Plaintiff's Individual Claims
2 (**Exhibit 2**, July 15 Order), in the forms attached to the Petition.

3 "Any party to an arbitration in which an award has been made may petition the court to
4 confirm, correct or vacate the award." (Code Civ. Proc., § 1285.) The Court finds as follows: 1.
5 The petition names as respondent the only other party to the arbitration. (See Code Civ. Proc. §
6 1285.) 3 2. The Petition attaches a copy of the agreement to arbitrate. (See id. at § 1285.4, subd.
7 (a).) 3. The Petition sets forth the name of the arbitrator. (See id. at subd. (b).) 4. The Petition
8 attaches a copy of the July 11 Decision and of the July 15 Order. (See id. at subd. (c).)
9

10 Respondent appears to concede the propriety of an order confirming the award by failing
11 to file any response to the Petition.
12

13 Based on the foregoing, the Court is prepared to GRANT the Petition and confirm "as
14 made" each of the July 11 Decision and the July 15 Order.
15
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19 Date: 11-26-2024



20 Superior Court Judge Cynthia P. Smith
21
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EXHIBIT 1

1 Honorable Kevin J. Murphy (Ret.)
2 ADR SERVICES, INC.
3 100 First Street, 27th Floor
4 San Francisco, California 94105
5 (415) 772-0900 PH
6 (415) 772-0960 FAX
7 kmurphy@adrservices.com

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AMERICAN ARBITRATION ASSOCIATION

ANGELICA INFANTE, individually, and on)
behalf of general public, and as an “aggrieved)
employee” under the California Labor Code)
Private Attorney Generals Act)

Claimant,

Vs.

OLE HEALTH and DOES 1-50,

Respondents.

CASE NO. 01-23-0000-7643

**DECISION REGARDING CLAIMANT’S
MOTION FOR APPROVAL OF PAGA
SETTLEMENT AND REQUEST FOR
AWARD OF REASONABLE
ATTORNEYS’ FEES**

Hon. Kevin J. Murphy (Ret.), Arbitrator

I. PROCEDURAL BACKFROUND

On April 7, 2022, Claimant notified California Labor and Workforce Development Agency of California and her employer of violations of the California Labor Code (“Labor Code”) and an intent to proceed under Private Attorneys General Act (Labor Code section 2699.3(a)(1)(A)).

This case was initiated with the filing of a Complaint in the Superior Court of the State of California, County of Napa on April 8, 2022. The operative First Amended Complaint was filed June 15, 2022.

In an order filed on January 26, 2023, the Superior Court granted Respondents’ motion to compel arbitration.

1 On February 22, 2023, Claimant filed a 39-page Demand for Arbitration (“Demand”) with the
2 American Arbitration Association. The Demand consisted of 14 causes of action including claims of
3 multiple violations of the California Labor Code, inclusive of a breach of the Private Attorneys-
4 Generals Act (“PAGA”), discrimination, and wrongful termination.

5
6 Following the selection of the undersigned to serve as arbitrator, an Arbitration Management
7 Conference was conducted on May 25, 2023. During the conference, the parties agreed to an August
8 12, 2024 arbitration hearing date and acknowledged that California substantive and procedural law
9 would apply to the proceeding as if the case was being litigated in a California court” (Arbitration
10 Management Order para. 5). Subsequent to the Conference, the arbitration hearing date was changed
11 to September 3, 2024.

12
13 Following the Arbitration Management Conference, an order was issued memorializing the
14 arbitration hearing date and agreement regarding the applicable law (Arbitration Management Order
15 para. 1, 5, and 10).

16
17 On or about June 28, 2024, the arbitrator was informed that a tentative settlement has been achieved.
18 Following that notification, a phone conference was conducted with counsel on July 2, 2024. During
19 the conference the date of July 11, 2024 was set to hear a Motion for Approval of the PAGA
20 Settlement and associated attorney’s fees.

21
22 The hearing regarding the settlement agreement proceeded as scheduled on July 11, 2024. After
23 considering the evidence, which includes the entire record of the arbitration proceedings and the
24 arguments of counsel, the following Decision is issued.

25 ///

26 ///

27 ///

28 ///

29 ///

1 II. DECISION

2
3 1. SETTLEMENT

4
5 Labor Code section 2699 1 (2) provides that “the superior court shall review and approve any
6 settlement of any civil action” filed under PAGA.

7
8 A PAGA lawsuit is fundamentally a law enforcement action. Settlements are not required to satisfy
9 class action requirements (Arias v. Superior Court (2009) 46 Cal. 4th 969, 980 and 986).

10
11 A PAGA claim “serves to vindicate the public by imposing civil penalties, rather than conferring a
12 private benefit on the plaintiff and the represented employee” (McKenzie v. Federal Exp. Corp (C.D.
13 2011) 765 Supp. 2d 1222, 1233).

14
15 In evaluating a settlement, courts look to the circumstances to determine whether it is “fair, adequate,
16 and reasonable” (Dunk v. Ford Motor Co. 48 Cal. App 4th 1794, 1801).

17
18 The record of this lawsuit coupled with the declarations of plaintiff’s counsel establish that the
19 resolution was fair and equitable.

20
21 2. ATTORNEY’S FEES AND COSTS

22
23 The party pursuing attorney’s fees bears the burden of establishing the reasonableness of the claimed
24 hourly rate and that the amount of fees sought was reasonably necessary to the conduct of the litigation
25 (Levy v. Toyota Motor Sales, U.S.A., Inc. (1992) 4 Cal. App. 4th 807, 816).

26
27 In deciding the question of reasonable fee compensation, appellate Courts place reliance on the
28 judgment of the trial judge. The California Supreme Court explained that “the trial judge is the best
29

1 judge of the value of professional services rendered in his court” (Ketchum v. Moses (2001) 24 Cal.
2 4th 1122, 1132).

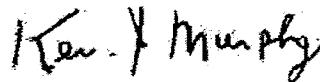
3
4 In reviewing the attorney fee component of the settlement, the undersigned considered the
5 declarations of attorneys Daniel Martinez De La Vega, Ashwin Ladva, and Scott Nakama, the entire
6 record of arbitration process, and observations made of the attorneys’ litigation conduct. The fee
7 request is approved.

8
9 The declarations of counsel also support recovery of costs in the amount requested.

10
11 **III. CONCLUSION**

12
13 The arbitrator approves the settlement of this case as set forth in the settlement agreement.
14 Specifically, the undersigned finds settlement in the gross amount of \$47,202.50 is fair as is the
15 apportionment of that amount reflected in the settlement document.

16
17
18
19
20 DATE: July 11, 2024



Hon. Kevin J. Murphy (Ret.), Arbitrator

EXHIBIT 2

AMERICAN ARBITRATION ASSOCIATION

Angelica Infante, individually and on behalf of
others similarly situated,

Plaintiff,

vs.

OLE HEALTH and Does 1-50,

Defendants

Case No. 01-23-0000-7643 ~~PROPOSED~~
**ORDER GRANTING PLAINTIFF'S
NOTICE OF MOTION AND MOTION
FOR ATTORNEY'S FEES AND COSTS
FOR PLAINTIFF'S INDIVIDUAL
CLAIMS**

**Date: July 11, 2024
Time: 8:30 am**

I. PROCEDURAL BACKGROUND

This case was initiated with the filing of a Complaint in the Superior Court of the State of California, County of Napa on April 8, 2022. The operative First Amended Complaint was filed June 15, 2022. In an order filed on January 26, 2023, the Superior Court granted Respondents' motion to compel arbitration.

On February 22, 2023, Claimant filed a 39-page Demand for Arbitration ("Demand") with the American Arbitration Association. The Demand consisted of 14 causes of action including claims of multiple violations of the California Labor Code, inclusive of a breach of the Private Attorneys Generals Act ("PAGA"), discrimination, and wrongful termination. Following the selection of the undersigned to serve as arbitrator, an Arbitration Management Conference was conducted on May 25, 2023. During the conference, the parties agreed to an August 12, 2024 arbitration hearing date and acknowledged that California substantive and procedural law would apply to the proceeding as if the case was being litigated in a California court"

1 (Arbitration Management Order para. 5). Subsequent to the Conference, the arbitration hearing
2 date was changed to September 3, 2024

3
4 Following the Arbitration Management Conference, an order was issued memorializing
5 the arbitration hearing date and agreement regarding the applicable law (Arbitration
6 Management Order para. 1, 5, and 10). Claimant accepted a California Code of Civil Procedure
7 Section 998 Offer of \$25,000.01 plus reasonable attorneys' fees and costs to be determined by
8 the arbitrator. (Declaration of Scott Nakama in Support of Motion for Attorneys' Fees
9 ("Nakama Decl."), **Exhibit A**).

10
11 On or about June 28, 2024, the arbitrator was informed that a tentative settlement has
12 been achieved. Following that notification, a phone conference was conducted with counsel on
13 July 2, 2024. During the conference the date of July 11, 2024 was set to hear a Motion for
14 Attorney's Fees and Costs. The hearing regarding the above motion proceeded as scheduled on
15 July 11, 2024. After considering the evidence, which includes the entire record of the arbitration
16 proceedings and the arguments of counsel, the following Decision is issued.

17 **II. DECISION**

18
19 Claimant requested \$31,599.99 in attorneys' fees and \$1,197.50 in costs for Claimant's
20 individual or non-representative claims pursuant to California Code of Civil Procedure § 998,
21 CAL. GOV. CODE § 12965(b), 15 U.S. C. § 1681n(a)(3), and California Labor Code § 218.5.

22
23 FEHA claims are subject to a recovery of reasonable attorneys' fees and cost to a plaintiff
24 who is a prevailing party. CAL. GOV. CODE § 12965(b); *See also* CAL. CIV. PROC. CODE §
25 1032(a)(4) (defining "prevailing party" in a non-FEHA case to include the party with "a net
26 monetary recovery"). Under California Government Code Section 12965, the California
27 Supreme Court has held that, in FEHA cases, a prevailing plaintiff "should ordinarily receive his
28

1 or her costs and attorney fees unless special circumstances would render such an award unjust.”
2 *Williams v. Chino Valley Independent Fire Dist.* (2005) 61 Cal.4th 97, 115 (adopting same
3 standard set forth in *Christiansburg Garment Co. v. EEOC* (1978) 434 U.S. 412, 416-17 for
4 recovery of costs and attorneys’ fees in federal court).
5

6 California Labor Code § 218.5 provides that in civil actions brought for the nonpayment
7 of wages, fringe benefits, or health and welfare or pension fund contributions, the Court may
8 award reasonable costs and attorneys’ fees to the prevailing party. In *Kirby v. Immoos Fire*
9 *Protection, Inc.*, 53 Cal.4th 1244, 1248 (2012), the California Supreme Court held that Labor
10 Code § 218.5 provides an award for attorneys’ fees to the prevailing party in actions for the
11 nonpayment of wages. In *Aleman v. Airtouch Cellular* (Cal. 2nd App. Dist. 2012) 209 Cal. App.
12 4th 556, 584, the Court awarded attorneys’ fees and costs for prevailing for a claim of unpaid
13 work pursuant to California Labor Code § 218.5.
14

15 A prevailing party in a Fair Credit Reporting Act (“FCRA”) claim can obtain attorneys’
16 fees and costs. In the case of any successful action to enforce any liability under this section, [the
17 court may award] the costs of the action together with reasonable attorneys’ fees as determined
18 by the court. 15 U.S. C. § 1681n(a)(3).
19

20 The California Supreme Court has described the method of determining attorneys’ fees
21 amount in FEHA cases as follows:
22

23 Pursuant to long-established precedent and practice, section-12965 fees are
24 calculated by determining the number of hours reasonably worked by the
25 attorneys who prosecuted the matter and multiplying that number by the
26 reasonable hourly rate those attorneys should receive for such work. Depending
27 on the circumstances, consideration may also be given to the attorneys’
28 experience, the difficulty of the issues presented, the risk incurred by the attorneys
in litigated the cases, the quality of work performed by the attorneys, and the
result the attorneys achieved.

1 *Flannery v. Prentice* (2001) 26 Cal.4th 572, 584. This is commonly known as the “lodestar”
2 method. See *PLCM Group, Inc. v. Drexler* (2000) 22 Cal.4th 1084, 1095. “California courts
3 have consistently held that a computation of time on a case and the reasonable value of that time
4 is fundamental to a determination of an appropriate attorneys’ fee award.” *Margolin v. Regional*
5 *Planning Com.* (1982) 134 Cal.App.3d 999, 1004-1005; see also *Serrano v. Priest* (1977) 20
6 Cal.3d 25, 28 (“*Serrano III*”).

8 Statutory fees are awarded to enable plaintiffs of limited means to bring a meritorious suit
9 to vindicate important public policies. See *Cummings v. Benco Building Services* (1992) 11
10 Cal.app.4th 1383, 1387 (court recognizing public policy behind prevailing plaintiffs in FEHA
11 action being entitled to recovery attorneys’ fees while prevailing defendants are not entitled to
12 recover fees). The California legislature has declared it an express purpose of the FEHA “to
13 provide effective remedies that will eliminate” discriminatory employment practices. CAL.
14 GOV. CODE § 12920. An award of attorneys’ fees accomplishes this purpose. *Horsford v. Bd.*
15 *Of Trustees of Cal State Univ.* (2005) 132 Cal.App4th 359, 394. “[W]ithout some mechanism
16 authorizing the award of attorney fees, private actions to enforce such important public policies
17 will as a practical matter frequently be infeasible.” *Flannery v. Prentice* (2001) 26 Cal.4th 572,
18 583 (quotation omitted). The goal is to “fix a fee at the fair market value for the particular
19 action” and ensure that the fee award is “fully compensatory.” *Horsford*, 132 Cal.App4th at 394.
20 A trial court may, in fact, award attorneys’ fees in an amount higher than the damages awarded.
21 *Beaty v. BET Holdings, Inc.* (9th Cir. 2000) 222 F.3d 607, 612-13.

25 Plaintiff’s counsel incurred risk in prosecuting this case on a contingency basis. Ladva
26 Law Firm and Law Offices of Daniel Vega undertook representation of Plaintiff on a contingent
27 basis since 2022. Plaintiff’s counsel understood from the outset that the action would likely be
28

1 hard-fought, that the result would be uncertain, and that there was no hope of compensation or
2 reimbursement for any of it unless they were successful. As expected, they had to litigate the
3 case vigorously, and spent their own funds to obtain vindication for Plaintiff.
4

5 Additionally, as the Ninth Circuit has stated:

6 It must also be kept in mind that lawyers are not likely to spend unnecessary time
7 on contingency fee cases in the hope of inflating their fees. The payoff is too
8 uncertain, as to both the result and the amount of the fee. It would therefore be the
9 highly atypical civil rights case where plaintiff's lawyer engages in churning. By
10 and large, the court should defer to the winning lawyer's professional judgment as
11 to how much time he was required to spend on the case; after all, he won, and
12 might not have, had he been more of a slacker.

13 *Moreno v. City of Sacramento*, 534 F.3d 1106, 1112 (9th Cir. 2008).

14 A FEHA fee award should ordinarily include all of the hours reasonably spent by the
15 attorneys litigated to the case to a successful conclusion. *Horsford*, 132 Cal.App4th at 394; *see*
16 *also Serrano v. Unruh* (1982) 32 Cal.3d 621, 624, 639 (“*Serrano IV*”). This includes time
17 spent on the case before the filing of the lawsuit such as the investigation and evaluation of the
18 claims. *See Stokus v. Marsh* (1990) 217 Cal.App.3d 647, 654-56.

19 A reasonable hourly rate is the market value of the legal services, which may be
20 determined by the rates charged in the local community by attorneys of comparable skills,
21 experience and reputation. *See Serrano IV, supra* 32 Cal.3d at 640, 463; *see also Int'l*
22 *Longshoremen's and Warehousemen's Union v. Los Angeles Export Terminal Inc.* (1999) 69
23 Cal.App.4th 287, 303 (court holding the statutory fee award was based on market rates for
24 comparable private attorneys rather than amounts billed to client on the case). The reasonable
25 rate should be based on “hourly rates similar to those charged by top law firms” in the local area.
26 *City of Oakland v. Oakland Raiders* (1988) 203 Cal.App.3d 78, 82-83; *see also PLCM Group*,

1 supra, 22 Cal.4th at 1095-1096 (proper to use prevailing market rate for comparable services in
2 local community).

3 “District Courts in Northern California have found that rates of \$475-\$975 for partners
4 and \$300-\$490 per hour for hour for associates are reasonable.” “*Superior Consulting Servs v.*
5 *Steeves-Kiss*, 2018 U.S. Dist. LEXIS 80261 * (N.D. May 11, 2018).
6

7 In this case, Plaintiff seeks the following attorney rates of compensation which are
8 commensurate with attorney’s level of experience, skills and knowledge:
9

- 10 • Ashwin Ladva: \$700 per hour (Attorney with 24-25 years of experience)
- 11 • Daniel Vega: \$500 per hour (Attorneys with 15-16 years of experience)
- 12 • Scott S. Nakama: \$450 per hour (Attorney with 9-10 years of experience):

13 Ashwin Ladva has been a member of the California Bar since 2000. Ladva has been
14 practicing in the area of plaintiff’s employment litigation since June 2000, and have represented
15 Plaintiffs in cases involving discrimination, harassment, retaliation, wage and hour violations,
16 wrongful termination and fraudulent business practices. (*See generally* Ladva Declaration for
17 qualifications). He is principal of Ladva Law Firm.
18

19 Daniel Vega is principal of the Law Offices of Daniel Vega and a member of the
20 California Bar since 2009. He has represented Plaintiffs in cases involving discrimination,
21 harassment, retaliation, wage and hour violations, wrongful termination and fraudulent business
22 practices. (*See generally* Vega Declaration for qualifications).
23

24 Scott Nakama was a contract lawyer with Burton Employment Law in June 2015 and an
25 Attorney with Burton Employment Law from July 2015 to February 2020. From February 2020
26 to the present, he has been an associate attorney with the Ladva Law Firm. (*See generally*
27 Nakama Declaration for qualifications).
28

1 Given the experience of Plaintiff's counsel and the prevailing market rate for attorneys of
2 comparable skill and experience in the relevant market, the requested rate of \$450 per hour for
3 Mr. Nakama, \$500 per hour for Mr. Vega and \$700 per hour for Mr. Ladva for attorneys'
4 services are more than reasonable. Accordingly, this Court should grant this fee motion at the
5 hourly rates requested by Plaintiff.
6

7 As courts have recognized, private actions to enforce the important public policies
8 contained within the FEHA would "frequently be infeasible" without statutory fee awards. See
9 *Flannery*, 26 Cal.4th at 582-583; see also *Horsford*, 132 Cal.App.4th at 394 (statutory fee awards
10 further FEHA's purpose of providing effective remedies to eliminate discriminatory employment
11 practice). Accordingly, statutory fee awards are to be "fully compensatory". See *Horsford*, 132
12 Cal.App.4th at 394; see also *Ketchum v. Moses* (2001) 24 Cal.4th 1122, 1132-1133. "Because
13 time records are not required under California law ... , there is no required level of detail that
14 counsel must achieve." *Syers Properties III, Inc. v. Rankin* (2014) 226 Cal.App.4th 691.
15
16

17 Hours are reasonable if "at the time rendered, [they] would have been undertaken by a
18 reasonable and prudent lawyer to advance or protect his client's interest in the pursuit of a
19 successful recovery." *Moore v. James H. Matthews & Co.*, 682 F.2d 830, 839 (9th Cir. 1982).
20 Courts have routinely upheld attorney fees award in FEHA cases that have far exceeded the
21 amount of recovery. In *Muniz v. United Parcel Service*, the Ninth Circuit Court of Appeals
22 upheld a district court award of \$697,971.80 in statutory attorney fees under FEHA were only
23 \$27,280 in damages was recovered at trial. *Muniz v. United Parcel Service, Inc.* (9th Cir. 2013)
24 7378 F.3d 214, 218, 227. In *Vo*, an award of \$470,000 in attorney's fees on FEHA claims was
25 upheld where the recovery at trial had only been \$37,500 in damages. *Vo v. Las Virgenes*
26 *Municipal Water Dist.* (2000) 79 Cal.App.4th 440, 442-443. 446-447. In *Beaty*, the Ninth Circuit
27
28

1 held that it was within the trial court's discretion to award \$376,520 in attorneys' fees on FEHA
2 claims where the recovery at trial was only \$30,000 in damages. *Beatty*, 222 F.3d at 609-610,
3 613-614

4
5 Prior to filing the Complaint in this matter, Plaintiff's counsel assisted Plaintiff in
6 exhausting his administrative remedies with the DFEH. Counsel diligently investigated the
7 claims and potential defenses. Counsel then filed this Complaint in 2022.

8 Scott Nakama of the Ladva Law Firm has billed a total of \$69,300 or 154 hours at \$450
9 per hour for this case excluding (1) time spent opposing the motion to compel arbitration, (2)
10 conferring with Defendant about deadlines to respond to Plaintiff's discovery requests that were
11 subject to two hearings with the Arbitrator, (3) the time spent on two status conferences or
12 hearings with the arbitrators regarding discovery disputes, (4) work on Respondent's Motion to
13 Extend the Arbitration Date, and (5) attending the hearing for the Motion to Extend the
14 Arbitration Date. (Nakama Decl., **Exhibit B**). Mr. Nakama has over 9 years of experience
15 practicing employment law. Of the \$69,300, an amount of \$20,205 was spent exclusively for
16 only PAGA related claims such as opposing a motion to dismiss, etc. The remainder of \$49,095
17 after subtracting \$20,205 from \$69,300 was work that was jointly for the benefits of the PAGA
18 and Plaintiff's individual claims such as the mediation brief, preparing a demand letter, etc. Even
19 if Nakama assigned 50% of the remainder of \$49,095 to PAGA, the leftover amount of \$24,547.5
20 (54.55 hours) is a reasonable estimate of time dedicated to Plaintiff's individual claims.
21
22
23

24 Daniel Vega of the Law Offices of Daniel Vega has billed a total of \$94,500 on this
25 case or 189 hours at \$500 per hour. (Vega Decl., **Exhibit A**) Mr. Vega has over 15 years
26 practicing law. Even assuming 40 percent of that amount was for the individual claim, that
27 amount is still \$37,800 (75.6 hours at \$500 per hour) in Attorneys' fees or far more than the
28

1 \$31,599.99 requested. (Vega Decl., Exhibit A.)

2 Ashwin Ladva of the Ladva Firm has billed a total \$27,860 or 39.8 hours for this case at
3 rate of \$700 per hour. (Ladva Decl, Exhibit A.) Even assuming 40 percent of that amount was
4 for the individual claim, that amount is still \$11,144 (15.92 hours at \$700 per hour) in Attorneys'
5 fees.
6

7 Here, is a chart summarizing Plaintiff's counsel's estimated time on Plaintiff's individual
8 claims or non-PAGA claims and requested hourly rates:
9

Name	Position	Hourly Rate	Estimated Number of Hours	Total Fees
Ashwin Ladva	Partner Attorney between 24- 25 years of experience	\$700.00	15.92	\$11,144
Scott Nakama	Attorney with 9-10 years of experience	\$450.00	54.55	\$24,547.50
Daniel Vega	Partner Attorney with 15-16 years of experience	\$500.00	75.6	\$37,800
Total			146.07 hours	\$73,491.50

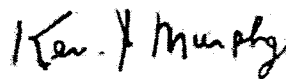
23 In this case, Claimant's counsel estimates statutory fees are in the amount of \$73,491.50
24 for all time spent on this matter after excluding the work on the representative action. Ladva
25 Law Firm maintains contemporaneous time records and time is recorded as the work is
26 performed. Even if the hourly attorneys' rates were reduced by 50%, the amount of fees
27 incurred would still exceed Claimant's counsel's request.
28

1 Ladva law Firm also incurred costs of **\$1,197.50 or half the price of mediation** litigating
2 this case. (Nakama Decl, **Exhibit C**).

3 However, Claimant is not requesting the entire amount of fees and costs that he spent on
4 the individual claims on this case. Instead, Claimant is requesting \$31,599.99 in attorneys' fees
5 and \$1,197.50 in costs.
6

7 For all the foregoing reasons, Claimant is entitled to an award and reasonable attorneys'
8 fees and cost pursuant to the term of the statutory offer to compromise, California Labor Code §
9 218.5, the FCRA, and California Government Code § 12965(b). The request is approved for
10 \$31,599.99 in attorneys' fees (\$15,799.99 to the Law offices of Daniel Vega and \$15,800.00 to
11 Ladva Law Firm) and \$1,197.50 in costs to Ladva Law Firm
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20 Date: July 15, 2024



21 Hon. Kevin J. Murphy (Ret.), Arbitrator
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PROOF OF SERVICE

I, Scott S. Nakama, declare:

I am employed in San Francisco, California. I am over 18 years of age and I am not a party to this action. My business address is 530 Jackson Street, 2nd Floor, San Francisco, California 94113. On November 27, 2024, I served a copy of the attached:

**PLAINTIFF'S NOTICE OF ENTRY OF ORDER GRANTING PLAINTIFF'S
PETITION TO CONFIRM CONTRACTUAL ARBITRATION AWARDS**

by depositing a true copy to the following:

Erica L. Rosasco, Esq.

Michael G. Blankinship, Esq.

LWDA via electronic submission at <https://dir.govfa.net/312>

☐ BY REGULAR MAIL: I caused such envelopes to be deposited in the United States mail at Oakland, California, with postage prepaid.

☐ BY FACSIMILE: (C.C.P. § 1013(e)(f)).

☐ BY FEDERAL EXPRESS: I caused such envelopes to be delivered by air courier, with next-day service, to the offices of the addresses. (C.C.P. § 1013(c)(d)).

☐ BY PERSONAL SERVICE: I caused such envelopes to be delivered by hand to the offices of the addresses. (C.C.P. § 1011(a)(b)).

☒ BY ELECTRONIC SERVICE: I caused such documents to be electronically served to all parties. (C.C.P. § 1010.6)

I declare, under penalty of perjury under the laws of the State of California that the

1 foregoing is true and correct and this declaration was executed on November 27, 2024 at San
2 Francisco, California

3 Date: November 27, 2024

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8 Scott S. Nakama, Esq.

9 Ladv Law Firm
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