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**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE**

JULIA GARCIA, JUAN MANUEL  
CONTRERAS, individually and on behalf  
of other persons similarly situated and  
similarly aggrieved employees,

Plaintiffs,

v.

NEW VISTA NURSING OPERATOR,  
LLC, an active California Limited  
Liability Company; and DOES 1 through  
10,

Defendants.

Case No.: 22STCV08228

CLASS AND REPRESENTATIVE  
ACTION

*[Assigned to Hon. Kenneth R. Freeman  
in Dept. SS-14]*

**PLAINTIFFS' NOTICE OF MOTION  
AND MOTION FOR FINAL APPROVAL  
OF CLASS ACTION SETTLEMENT,  
CLASS REPRESENTATIVES'  
ENHANCEMENT AWARDS, CLASS  
COUNSEL ATTORNEYS' FEES AND  
COSTS, SETTLEMENT  
ADMINISTRATION COSTS, AND  
LWDA PAYMENT**

[FILED CONCURRENTLY WITH  
DECLARATION OF HAIK HACOPIAN;  
DECLARATION OF ZORIK  
MOORADIAN; DECLARATION OF  
SHOHAM J. SOLOUKI; DECLARATION  
OF LLUVIA ISLAS; DECLARATION OF  
JULIA GARCIA; DECLARATION OF  
JUAN MANUEL CONTRERAS;  
(PROPOSED) ORDER]

Date: December 17, 2024

Time: 10:00 a.m.

Dept.: SS-14

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8 Attorneys for: Plaintiff JUAN MANUEL CONTRERAS, individually and on behalf  
9 of other persons similarly situated and similarly aggrieved employees  
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1           **PLEASE TAKE NOTICE** that, pursuant to Cal. Rules of Court, rule 3.769, on  
2 December 17, 2024 at 10:00 a.m. or as soon thereafter as the matter may be heard in  
3 Department SS-14 of the above-entitled Court located at 312 North Spring Street, Los  
4 Angeles, California 90012, Plaintiff Julia Garcia and Plaintiff Juan Manuel Contreras  
5 ("Plaintiffs"), individually and on behalf of a similarly-situated class of individuals, will and  
6 hereby do move this Court for entry of an Order pursuant to California Code of Civil  
7 Procedure § 382 and California Rules of Court, rule 3.769:

8           1.       Confirming the certification of the Settlement Class for settlement purposes  
9 under Section 382 of the California Code of Civil Procedure, defined as follows:

10                   All current and former non-exempt, hourly paid employees who  
11                   worked for Defendant New Vista Nursing Operator, LLC in  
12                   California at any time during the period from March 7, 2018 to June  
13                   11, 2023 ("Class Period");

14           2.       Confirming the appointment of Plaintiff Julia Garcia and Plaintiff Juan Manuel  
15 Contreras as Class Representatives;

16           3.       Confirming the appointment of Zorik Mooradian and Haik Hacopian of  
17 Mooradian Law, APC and Shoham J. Solouki of Solouki & Savoy, LLP as Class Counsel;

18           4.       Granting final approval of the Class Action and PAGA Settlement Agreement  
19 ("Settlement Agreement" or "S.A.");

20           5.       Approving an award of \$175,000.00 in Attorneys' Fees to Class Counsel;

21           6.       Approving an award of \$15,911.11 in litigation costs and expenses to Class  
22 Counsel;

23           7.       Approving an award of \$8,300.00 in Settlement Administration Costs to  
24 Phoenix Settlement Administrators;

25           8.       Approving an allocation of \$20,000 for Private Attorneys General Act  
26 ("PAGA") claims with respective division and payments as follows: 75% (\$15,000.00) to the  
27 California Labor and Workforce Development Agency ("LWDA") and 25% (\$5,000.00) to  
28 Aggrieved Employees ("all current and former non-exempt, hourly paid employees who

1 worked for Defendant New Vista Nursing Operator, LLC in California at any time during the  
2 period from May 5, 2021 to June 11, 2023 ("PAGA Period")); and

3 9. Approving an Enhancement Award totaling \$10,000 to each Plaintiff for their  
4 services as the Class Representatives.

5 This Motion is made on the following grounds: (1) the Settlement Class continues to  
6 meet the requirements for class certification for settlement purposes only under Code of Civil  
7 Procedure § 382; (2) Plaintiff Garcia, Plaintiff Contreras, and previously appointed Class  
8 Counsel continue to be adequate representatives of the Settlement Class; (3) the Settlement is  
9 a fair, adequate, and reasonable compromise of disputed wage and hour claims; (4) the  
10 requested awards of Class Counsel Attorneys' Fees, Class Counsel Costs, Enhancement  
11 Awards, and Settlement Administration Costs, are all fair, adequate, and reasonable; and (5)  
12 in light of the foregoing, the [Proposed] Order Granting Final Approval of Class Action  
13 Settlement submitted herewith should be entered so as to give finality to, and allow for  
14 disbursements from, the Settlement.

15 This motion is based on this Notice, the attached Memorandum of Points and  
16 Authorities, the supporting declarations of Haik Hacopian, Zorik Mooradian, Shoham J.  
17 Solouki, Lluvia Islas, Julia Garcia, Juan Manuel Contreras, and the exhibits attached thereto;  
18 the Settlement Agreement; all other pleadings and papers on file in this action; and on any  
19 further oral or documentary evidence or argument presented at the time of hearing.

20  
21 Dated: November 19, 2024

MOORADIAN LAW, APC

22 By: /s/Haik Hacopian

23 Zorik Mooradian, Esq.,

24 Haik Hacopian, Esq.,

25 Attorneys for Plaintiff individually and on  
26 behalf of others similarly situated and other  
27 aggrieved employees  
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## TABLE OF CONTENTS

|                                                                                                                                                                                                                                                                               | PAGE NO. |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|
| I. INTRODUCTION                                                                                                                                                                                                                                                               | 1        |
| II. FACTUAL AND PROCEDURAL BACKGROUND                                                                                                                                                                                                                                         | 4        |
| A. Plaintiff's Lawsuit                                                                                                                                                                                                                                                        | 4        |
| B. Discovery and Mediation                                                                                                                                                                                                                                                    | 4        |
| C. Grant of Preliminary Approval                                                                                                                                                                                                                                              | 5        |
| III. SUMMARY OF THE SETTLEMENT AND NOTICE PROCESS                                                                                                                                                                                                                             | 5        |
| A. Monetary Terms                                                                                                                                                                                                                                                             | 5        |
| B. Summary of Notice Process and Response from the Settlement Class                                                                                                                                                                                                           | 6        |
| C. Timing of Payments and Uncashed Checks                                                                                                                                                                                                                                     | 7        |
| IV. THIS COURT SHOULD CONFIRM ITS CONDITIONAL CERTIFICATION OF THE SETTLEMENT CLASS FOR SETTLEMENT PURPOSES BECAUSE IT MEETS ALL OF THE REQUIREMENTS FOR CLASS CERTIFICATION UNDER CODE OF CODE OF CIVIL PROCEDURE § 382                                                      | 7        |
| A. This Court Should Finally Approve the Settlement Because It Is a Fair, Adequate, and Reasonable Compromise of Disputed Wage and Hour Claims                                                                                                                                | 8        |
| 1. The Settlement Was Reached Via Arm's-Length Bargaining Through Experienced Counsel and an Experienced Mediator and Was Based on Sufficient Information to Intelligently Negotiate a Fair Settlement in Light of the Claims Asserted and Risks of Continued Litigation..... | 8        |
| 2. The Settlement Fairly, Reasonably, and Adequately Compensates Settlement Class Members Because Each Participating Class Member Will Be Paid Based on the Extent of His or Her Injury as Compared to Other Class Members.....                                               | 12       |
| 3. The Absence of Any Objections or Exclusion Requests Further Confirms That the Settlement Is a Fair, Adequate, and Reasonable Compromise of the Disputed Claims at Issue .....                                                                                              | 12       |
| V. AN AWARD OF ATTORNEYS' FEES SHOULD BE APPROVED.....                                                                                                                                                                                                                        | 12       |
| A. Class Counsel's Fees Should be Approved as a Percentage of the Total Common Fund Created for the Class.....                                                                                                                                                                | 12       |
| B. Factors Supporting the Fee Award.....                                                                                                                                                                                                                                      | 14       |
| 1. The Amount of the Settlement .....                                                                                                                                                                                                                                         | 14       |
| 2. The Named Plaintiff Signed a Retainer Agreement.....                                                                                                                                                                                                                       | 15       |
| 3. The Defendant and the Class Do Not Object to the Attorney Fee Agreement ....                                                                                                                                                                                               | 16       |

|    |       |                                                              |    |
|----|-------|--------------------------------------------------------------|----|
| 1  | 4.    | The Contingent Risk Factor .....                             | 16 |
| 2  | C.    | The Lodestar/Multiplier Cross-Check.....                     | 16 |
| 3  | D.    | A Lodestar Multiplier of 1.42 is Reasonable .....            | 17 |
| 4  | E.    | Attorneys Fees v. Class Benefit .....                        | 18 |
| 5  | VI.   | PAYMENT OF COSTS TO CLASS COUNSEL SHOULD BE                  |    |
| 6  |       | APPROVED.....                                                | 18 |
| 7  | VII.  | THE COURT SHOULD FINALLY APPROVE PLAINTIFFS’ REQUESTED       |    |
| 8  |       | ENHANCEMENT AWARDS BECAUSE THEY ARE FAIR, ADEQUATE, AND      |    |
| 9  |       | REASONABLE IN VIEW OF PLAINTIFFS’ EFFORTS AND THE RISKS THAT |    |
| 10 |       | THEY ASSUMED IN THIS LITIGATION ON BEHALF OF THE             |    |
| 11 |       | CLASS.....                                                   | 19 |
| 12 | VIII. | THE PAGA ALLOCATION AND PAYMENTS SHOULD BE APPROVED.....     | 21 |
| 13 | IX.   | THE ADMINISTRATION FEE SHOULD BE APPROVED.....               | 21 |
| 14 | X.    | CONCLUSION.....                                              | 22 |

## TABLE OF AUTHORITIES

### **Cases**

|                                                                                             |       |
|---------------------------------------------------------------------------------------------|-------|
| <i>7-Eleven Owners for Fair Franchising v. Southland Corp.</i>                              |       |
| (2000) 85 Cal.App.4th 1135 .....                                                            | 12    |
| <i>Activision Sec. Litig.</i>                                                               |       |
| (N.D. Cal. 1989) 723 F Supp. at 1378-79 .....                                               | 13    |
| <i>Air Line Stewards, etc., Local 550 v. American Airlines, Inc.</i>                        |       |
| (7th Cir. 1972)455 F.2d 101, 109.....                                                       | 9     |
| <i>Ali v. U.S.A. Cab, Ltd.</i>                                                              |       |
| (2009) 176 Cal.App.4th 1333, 1350.....                                                      | 10    |
| <i>Bell v. Farmers Ins. Exchange</i>                                                        |       |
| (2004) 115 Cal.App.4th 715, 726.....                                                        | 19    |
| <i>Boeing Company v. Van Gemert</i>                                                         |       |
| (1980) 344 U.S. 472, 478 .....                                                              | 13    |
| <i>Bond v. Ferguson Enters., Inc.,</i>                                                      |       |
| (E.D.Cal. June 30, 2011) Civ. No. 1:09–1662 OWW MJS, 2011 WL 2648879, at *2, 15             |       |
| .....                                                                                       | 19    |
| <i>Brinker Restaurant Corp. v. Superior Court</i>                                           |       |
| (2012) 53 Cal.4th 1004.....                                                                 | 2, 11 |
| <i>California Indirect Purchases</i>                                                        |       |
| (October 22, 1998) WL1031494 .....                                                          | 14    |
| <i>Chavez v. Netflix, Inc.</i>                                                              |       |
| (2008) 162 Cal.App.4th 66, fn. 11 .....                                                     | 14    |
| <i>Choate v. Celite Corp.</i>                                                               |       |
| (2013) 215 Cal.App.4th 1460.....                                                            | 11    |
| <i>Clark v. American Residential Services LLC</i>                                           |       |
| (2009) 175 Cal.App.4th 785, 801.....                                                        | 10    |
| <i>Comcast Corp. v. Behrend</i>                                                             |       |
| (2013) 133 S.Ct. 1426 .....                                                                 | 3     |
| <i>Craft v. County of San Bernardino</i>                                                    |       |
| (C.D. Cal. 2008) 624 F.Supp.2d 1113, 1125.....                                              | 17    |
| <i>Dunk v. Ford Motor Co.</i>                                                               |       |
| (1996) 48 Cal.App.4th 1794, 1802.....                                                       | 9, 12 |
| <i>Duran v. U.S. Bank</i>                                                                   |       |
| (2014) 59 Cal.4th 1.....                                                                    | 3, 10 |
| <i>Fischell v. Equitable Life Assur. Society of U.S.</i>                                    |       |
| (9th Cir. 2002) 307 F.3d 997, 1008.....                                                     | 17    |
| <i>Garner v. State Farm Mut. Auto. Ins. Co.</i> (N.D. Cal. Apr. 22, 2010) No. CV 08 1365 CW |       |
| (EMC), 2010 WL 1687832, at *17 n.8 .....                                                    | 19    |

|    |                                                                                    |                |
|----|------------------------------------------------------------------------------------|----------------|
| 1  | <i>Glass v. UBS Fin. Servs.</i>                                                    |                |
| 2  | (N.D. Cal. Jan. 26, 2017) No. C-06-4068 MMC, 2007 WL 221862, at *17 .....          | 19             |
| 3  | <i>Graciano v. Robinson Ford Sales, Inc.,</i>                                      |                |
| 4  | 144 Cal. App.4th 140, 163 (2006).....                                              | 14             |
| 5  | <i>In re Cont'l Ill. Secs. Litig.,</i>                                             |                |
| 6  | (7th Cir. 1992) 962 F.2d 566, 568.....                                             | 15, 20         |
| 7  | <i>In re Facsimile Paper Antitrust Litigation</i>                                  |                |
| 8  | (San Francisco Sup. Ct. 1997) Civ. Case No. BC 0070061 .....                       | 14             |
| 9  | <i>In re Milk Antitrust Litigation</i>                                             |                |
| 10 | (L.A. Sup. Ct. 1998) Civ. Case No. BC070061 .....                                  | 14             |
| 11 | <i>Koval v. Pacific Bell Telephone Co.</i>                                         |                |
| 12 | (2014) 232 Cal.App.4th 1050.....                                                   | 10             |
| 13 | <i>Kullar v. Foot Locker Retail Inc.</i>                                           |                |
| 14 | (2008) 168 Cal.App.4th 116, 129-31 .....                                           | 9, 10          |
| 15 | <i>Laffitte v. Robert Half Int'l. Inc</i>                                          |                |
| 16 | (2016) 1 Cal 5th 480.....                                                          | 3, 13          |
| 17 | <i>Lealao v. Beneficial Calif., Inc.</i>                                           |                |
| 18 | (2000) 82 Cal.App.4th 19, 46-47 .....                                              | 13, 14, 15, 16 |
| 19 | <i>Liquid Carbon Dioxide Cases</i>                                                 |                |
| 20 | (San Diego Sup. Ct. 1996) J.C.C.P. 3012 .....                                      | 14             |
| 21 | <i>Malibu Outrigger Bd. of Governors v. Superior Court</i>                         |                |
| 22 | (1980) 103 Cal.App.3d 573, 578-79 .....                                            | 8              |
| 23 | <i>Mallick v. Superior Court</i>                                                   |                |
| 24 | (1979) 89 Cal.App.3d 434, 438.....                                                 | 9              |
| 25 | <i>Marlo v. United Parcel Service, Inc,</i>                                        |                |
| 26 | (9th Cir. 2015) 600 Fed.Appx. 551 .....                                            | 20             |
| 27 | <i>Morgret v. Applus Tech., Inc.</i>                                               |                |
| 28 | (E.D. Cal. Jun. 1, 2015) Case No. 1:13-cv-01801-JLT, 2015 WL 3466389 at *17.....   | 18             |
|    | <i>Richmond v. Dart Industries, Inc.</i>                                           |                |
|    | (1981) 29 Cal.3d 462, 470.....                                                     | 8              |
|    | <i>Road Sprinkler Fitters Local Union No. 669 v. G&amp;G Fire Sprinklers, Inc.</i> |                |
|    | (2002) 102 Cal.App.4th 765, 782.....                                               | 11             |
|    | <i>Romero v. Producers Dairy Foods, Inc.</i>                                       |                |
|    | (E.D. Cal. November 14, 2007) WL 3492841 .....                                     | 14             |
|    | <i>Ross v. U.S. Bank Nat'l Ass'n.</i>                                              |                |
|    | (N.D. Cal. Sept. 29, 2010) Civ. No. 3:07-2951 SI, 2010 WL 3833922, at *3 .....     | 19             |
|    | <i>Serrano v. Priest</i>                                                           |                |
|    | (1997) 20 Cal. 3d 25-34 .....                                                      | 13             |
|    | <i>Stambaugh v. Superior Court</i>                                                 |                |
|    | (1976) 62 Cal.App.3d 231, 236.....                                                 | 8              |
|    | <i>Staton v. Boeing Co.</i>                                                        |                |
|    | (9th Cir.2003) 327 F.3d 938, 977 .....                                             | 19             |

|    |                                                                                                                  |      |
|----|------------------------------------------------------------------------------------------------------------------|------|
| 1  | <i>Torchia v. W.W. Grainger, Inc.</i>                                                                            |      |
|    | (C.D. Cal. Dec. 27, 2014) 30 F.R.D. 256, 277 .....                                                               | 18   |
| 2  | <i>Torrisi v. Tucson Elec. Power Co.</i>                                                                         |      |
| 3  | (9th Cir. 1993) 8 F.3d 1370, 1377 .....                                                                          | 16   |
| 4  | <i>Van Vranken v. Atlantic Richfield Co.</i>                                                                     |      |
|    | (N.D. Cal. 1995) 901 F. Supp. 294 .....                                                                          | 19   |
| 5  | <i>Vincent v. Hughes Airwest, Inc.</i>                                                                           |      |
|    | (9th Cir. 1977) 557 F.2d 759, 769 .....                                                                          | 13   |
| 6  | <i>Vizcano v. Microsoft Corp.</i>                                                                                |      |
| 7  | (9th Cir. 2002) 290 F.3d 1043, 1051 .....                                                                        | 16   |
| 8  | <i>Wal-Mart Stores, Inc. v. Dukes</i>                                                                            |      |
|    | (2011) 131 S.Ct. 2541 .....                                                                                      | 3    |
| 9  | <i>Wershba v. Apple Computer, Inc.</i>                                                                           |      |
|    | (2001) 91 Cal.App.4th 224, 250.....                                                                              | 9    |
| 10 | <b>Statutes and Regulations</b>                                                                                  |      |
| 11 | 8 Cal. Code Regs. § 13520(a) .....                                                                               | 11   |
| 12 | Code of Civil Procedure § 382 .....                                                                              | 1, 7 |
| 13 | Cal. Labor Code § 203 .....                                                                                      | 11   |
| 14 | Cal. Labor Code § 226(e)(2)(B) .....                                                                             | 11   |
| 15 | <b>Other Authorities</b>                                                                                         |      |
| 16 | <u>4 Newberg on Class Actions</u> § 14.6 (4th Ed. 2007) .....                                                    | 14   |
| 17 | <u>A Restitutionary Theory of Attorneys’ Fees in Class Actions</u> (1991) 76 Cornell L.Rev. 656,<br>702-703..... | 15   |

1  
2 **MEMORANDUM OF POINTS AND AUTHORITIES**

3 **I. INTRODUCTION**

4 Plaintiffs, Julia Garcia and Juan Manuel Contreras, (hereinafter “Plaintiffs” or “Class  
5 Representatives”), hereby request final approval of the non-reversionary class action  
6 settlement entered into with Defendant New Vista Nursing Operator, LLC (hereinafter “New  
7 Vista” or “Defendant”) which resolves the subject class and representative action on behalf of  
8 the Settlement Class defined as follows:

9 All current and former non-exempt, hourly paid employees who  
10 worked for Defendant New Vista Nursing Operator, LLC in California  
11 at any time during the period from March 7, 2018 to June 11, 2023  
12 (“Class Period”).

13 This settlement has been received positively by the Settlement Class with a 100%  
14 participation rate by 456 Settlement Class Members. There are zero objections, zero exclusion  
15 requests, zero disputes, and no undeliverable notices.

16 This settlement, if approved, will pay an average of \$571.91 to Participating  
17 Settlement Class members. New Vista will pay a gross settlement of \$500,000.00 to fund the  
18 settlement, plus the employer’s share of payroll taxes on the portion of the net settlement that  
19 is allocated to wages.

20 As explained below, the Court should grant Plaintiffs’ Motion in its entirety because:  
21 (1) the Settlement Class continues to meet the requirements for class certification for  
22 settlement purposes only under Code of Civil Procedure § 382; (2) the Settlement warrants  
23 final approval because it is a fair, adequate, and reasonable compromise of the disputed claims  
24 in this case; and (3) the amounts requested for Class Counsel’s Attorneys’ Fees, Class  
25 Counsel’s Costs, Plaintiffs’ Enhancement Awards, and Settlement Administration Costs are  
26 all fair, adequate, and reasonable. In light of the foregoing, this Court should enter the  
27 [Proposed] Order Granting Final Approval of Class Action Settlement submitted concurrently  
28 herewith.

1           Given the risks of this litigation and the amount of the settlement, the result here is  
2 laudable. As detailed below, the work performed by Plaintiffs and Class Counsel was  
3 significant. Among other things, Class Counsel:

- 4           •       Conducted initial investigations and developed the theories and facts to support  
5 Plaintiffs' claims;
- 6           •       Conducted informal discovery including review and analysis of significant  
7 document and wage related electronic records including employee time and payroll records;
- 8           •       Prepared a detailed mediation brief and damages analysis in connection with a  
9 mediation session with Mr. Jeffrey Krivis;
- 10          •       Engaged in arm's length settlement negotiations with Defendant at the  
11 mediation which resulted in this settlement;
- 12          •       Worked with Defendant to further perfect the Settlement, to prepare the  
13 Settlement Agreement, related forms, and approval motions; and
- 14          •       Incurred a minimum of \$15,911.11 in costs pursuing this case on behalf of  
15 Settlement Class Members that would not have been recoverable had Plaintiffs lost.

16           Moreover, in pursuing this case against Defendant, Plaintiffs and Class Counsel faced  
17 serious risks, including but not limited to:

- 18          •       The risk of being unable to establish class-wide liability on the meal and rest  
19 period claims in light of the defense that all breaks were properly provided under *Brinker*  
20 *Restaurant Corp. v. Superior Court* (2012) 53 Cal.4th 1004;
- 21          •       The necessity of significant individualized inquiry with respect to any unpaid  
22 wage claims and/or meal/rest break claims making certification unlikely and decertification  
23 likely;
- 24          •       The risk of being unable to establish class-wide liability on the wage statement  
25 and waiting time claims in light of the burden of proving that any violations were "knowing  
26 and intentional";

1           •       The risk of being denied the ability to proceed on a class basis in view of the  
2 U.S. Supreme Court’s decisions in *Wal-Mart Stores, Inc. v. Dukes* (2011) 131 S.Ct. 2541, and  
3 *Comcast Corp. v. Behrend* (2013) 133 S.Ct. 1426, and the California Supreme Court’s  
4 decision in *Duran v. U.S. Bank* (2014) 59 Cal.4th 1;

5           •       The risk of a potentially prolonged and expensive trial;

6           •       The risk of Plaintiffs being held liable for Defendant’s attorneys’ fees and/or  
7 costs if this case had been unsuccessful;

8           •       The risk of lengthy appeals; and

9           •       The risk that Plaintiffs’ future employment prospects would be adversely  
10 affected by filing their lawsuits.

11           Despite the many risks faced by Plaintiffs and Class Counsel, and the difficulty in  
12 prosecuting such a complex case, they nevertheless achieved a positive result for the  
13 Settlement Class. Accordingly, Class Counsel’s request for attorneys’ fees of \$175,000.00, or  
14 thirty-five percent (35%) of the Settlement Amount, is fair, adequate and reasonable. This  
15 amount is well-earned, supported by controlling case law, and is squarely within the range  
16 awarded by California courts in similar complex cases. Such an award is reasonable and  
17 supported by the California Supreme Court’s ruling in *Laffitte v. Robert Half Intern., Inc.*  
18 (2016) 1 Cal 5th 480. Class Counsel’s collective lodestar is \$123,587.50, and the application  
19 of a modest 1.42 multiplier would result in the requested fee award. Alternatively, to the extent  
20 counsel’s lodestar is valued at the Laffey Matrix’s current hourly rates, the lodestar should  
21 readily exceed the requested fee award. The incurred expenses totaling \$15,911.11 were  
22 reasonable and necessary to the prosecution of this action and the administration of this  
23 Settlement and are less than the \$25,000 maximum contemplated by the Settlement  
24 Agreement.

25  
26           Likewise, it is fair that the Settlement Administrator be paid its reasonable fee of  
27 \$8,300.00 and a payment for \$15,000.00 to the LWDA, for its 75% share of PAGA penalties,  
28 be approved.

1 Finally, Plaintiffs’ requested Enhancement Award of \$10,000.00 to each Plaintiff also  
2 warrants approval because it is fair and reasonable in view of Plaintiffs’ efforts in their case  
3 and the risks they have undertaken, especially considering that they jeopardized their future  
4 job prospects and exposed themselves to the risk of awards for attorneys’ fees and costs  
5 against them (which could have potentially totaled several hundred thousand dollars).

6 Accordingly, this Court should grant this Motion in its entirety and finally approve the  
7 settlement.

## 9 **II. FACTUAL AND PROCEDURAL BACKGROUND**

### 10 **A. Plaintiffs’ Lawsuits**

11 On March 7, 2022, Plaintiff Garcia commenced this Action by filing a complaint  
12 alleging causes of action against Defendant under the California Labor Code and Business  
13 and Professions Code (“Garcia Action”). On October 7, 2022, Plaintiff Garcia filed a First  
14 Amended Complaint alleging a cause of action under the Private Attorneys General Act  
15 (“PAGA”). S.A. ¶2.1.

16 On May 17, 2022, Plaintiff Contreras filed a class action complaint against Defendant  
17 asserting causes of action that overlapped with those asserted in the Garcia Action (“Contreras  
18 Action”). S.A. ¶2.6.

19 On August 16, 2023, after the mediation, Plaintiff Garcia filed the operative Second  
20 Amended Complaint which, *inter alia*, added Plaintiff Contreras as an additional named  
21 plaintiff. S.A. ¶2.1

### 22 **B. Discovery and Mediation**

23 The Parties have conducted investigation of the operative facts and applicable law  
24 during the pendency of the case through informal discovery requests. Prior to mediation,  
25 Plaintiff Garcia obtained copies of employee handbooks and employee agreements, a class  
26 list with hire dates, termination dates, and job titles, timekeeping forms and policies, and work  
27 schedules. Plaintiff Garcia also received a 15% sample of electronic time and payroll data  
28

1 which was analyzed by an expert. Declaration of Haik Hacopian (hereinafter “HH Decl.”), ¶7.

2 On April 11, 2023, Plaintiff Garcia and Defendant participated in a full-day mediation  
3 before Mr. Jeffrey Krivis. The Parties were able to reach a resolution at the mediation. The  
4 Parties ultimately entered into their Class Action and PAGA Settlement Agreement which  
5 was based on the LASC model agreement for class and PAGA settlements, a true and correct  
6 copy of which was submitted as part of Plaintiff’s initial Preliminary Approval filing. HH  
7 Decl. ¶8.

8 **C. Grant of Preliminary Approval**

9 This Court entered the Preliminary Approval Order on August 8, 2024 after holding a  
10 hearing on June 6, 2024. Prior to the hearing, on May 8, 2024, Plaintiffs filed their Motion for  
11 Preliminary Approval and supporting papers. On June 7, 2024, Plaintiffs also filed  
12 supplemental papers to clarify points raised by the Court at the June 6 hearing. A true and  
13 correct copy of the August 9, 2024 Notice of Entry of Order Granting Preliminary Approval  
14 of Class Action Settlement is attached as **Exhibit “1”** to the Declaration of Haik Hacopian.  
15 HH Decl., ¶9, Exh. 1.

16 Preliminary Approval Motion filings were submitted to the LWDA online, proofs for  
17 which were provided with each respective filing. These submissions were in addition to the  
18 PAGA Notice Letters communicated by Plaintiffs to Defendant and the LWDA.

19 **III. SUMMARY OF THE SETTLEMENT AND NOTICE PROCESS**

20 **A. Monetary Terms**

21 This Settlement provides for New Vista to pay the non-reversionary settlement amount  
22 of \$500,000 (“Settlement Amount”), in addition to the employer share of payroll taxes on the  
23 wage component of this Settlement. S.A. ¶¶1.22, 3.1. The Net Settlement Amount is the  
24 amount remaining from the Settlement Amount after deducting Class Counsel fees  
25 (\$175,000.00 or thirty-five percent of the Settlement Amount), Class Counsel costs  
26 (\$15,911.11), the Enhancement Awards to named Plaintiffs (\$20,000.00), settlement  
27 administration costs (\$8,300.00), the LWDA’s 75% share of the PAGA allocation  
28

1 (\$15,000.00), and aggrieved employees 25% share of same (\$5,000.00). S.A. ¶3.2.5. The  
2 foregoing deductions from the Settlement Amount result in an estimated Net Settlement  
3 Amount of \$260,788.89. The simple average class settlement payment calculates to \$571.91  
4 (\$260,788.89 ÷ 456). HH Decl., ¶10.

5 An Individual Class Payment is calculated by (a) dividing the Net Settlement Amount  
6 by the total number of Workweeks worked by all Participating Class Members during the  
7 Class Period and (b) multiplying the result by each Participating Class Member's Workweeks.  
8 S.A. ¶3.2.4.

9 The Administrator will calculate each Individual PAGA Payment by (a) dividing the  
10 amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$5,000.00) by the total  
11 number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA  
12 Period Pay Periods and (b) multiplying the result by each Aggrieved Employee's PAGA  
13 Period Pay Periods. S.A. ¶3.2.5.1.

14 The average approximate Settlement Payment per the administrator (which assumes a  
15 maximum \$25,000 award for costs) is \$551.97, the highest is \$1,810.32, the lowest is \$6.58.  
16 Declaration of Lluvia Islas ("Islas Decl.") ¶12. Individual Class Payments will be allocated  
17 twenty percent (20%) to wages and eighty percent (80%) to interest and penalties. S.A.  
18 ¶3.4.2.1. Individual PAGA Payments will be reported on 1099 Forms. S.A. ¶3.2.5.2.

19  
20 **B. Summary of Notice Process and Response from the Settlement Class**

21 On August 29, 2024, Phoenix received a data file from Defendant containing each  
22 Class Member's name, last known mailing address, telephone number, Social Security  
23 number, and weeks and pay periods during the Class Period and PAGA Period. Islas Decl., at  
24 ¶5.

25 On September 12, 2024, the Notice Packets were mailed via U.S. first class mail, in  
26 English and Spanish, to all 456 Class Members after conducting a National Change of Address  
27 (NCOA) search to update addresses. *Id.* at ¶¶4 & 5 (See Exhibit "A" – Notice Packet).  
28 Ultimately, none of the Notice Packets were undeliverable after a skip trace. *Id.* at ¶6.

1 Class Members had until November 12, 2024 to submit objections, disputes, and/or  
2 requests for exclusion. *Id.* at ¶¶7-9. As of November 19, 2024, Phoenix has not received any  
3 objections, disputes to the settlement, or requests for exclusion. *Id.*

4 The average payment, per the administrator, to each Participating Class Member is  
5 estimated at \$551.97, the highest payment is estimated at \$1,810.32, and the lowest at \$6.58.  
6 *Id.* at ¶12. The average individual PAGA Payment is estimated to be \$15.77, the highest at  
7 \$34.61, and the lowest at \$0.67. *Id.* at ¶13. On account of Class Counsel seeking less than the  
8 maximum of \$25,000 allotted for costs, the final payments should be slightly higher.

9 **C. Timing of Payments and Uncashed Checks**

10 New Vista shall fully fund the Gross Settlement Amount within 30 days after the  
11 Effective Date. S.A. ¶4.3. The Settlement Administrator shall distribute within fourteen (14)  
12 days after New Vista funds the Gross Settlement Amount. S.A. ¶4.4. As there are no  
13 objections, the Effective Date will be the day after the deadline for filing a notice of appeal  
14 from the Judgment, i.e. sixty-one (61) days thereafter. S.A. ¶1.18.

15 All checks for Individual Settlement Payments shall remain valid and negotiable for  
16 180 days from the date of their issuance. Any checks not cashed during the 180 day period  
17 after distribution shall be void, and the Participating Settlement Class Member's release shall  
18 remain valid. After the 180 day period, all uncashed Individual Settlement Payments shall  
19 escheat to the Unclaimed Property Fund of the Controller's office for the State of California.  
20 S.A. ¶¶4.4.1-4.4.3.

21  
22 **IV. THIS COURT SHOULD CONFIRM ITS CONDITIONAL**  
23 **CERTIFICATION OF THE SETTLEMENT CLASS FOR SETTLEMENT**  
24 **PURPOSES BECAUSE IT MEETS ALL OF THE REQUIREMENTS FOR**  
25 **CLASS CERTIFICATION UNDER CODE OF CIVIL PROCEDURE § 382**

26 Under Code of Civil Procedure § 382, a class may be certified if: (1) it is ascertainable  
27 and its members are too numerous for joinder to be practical; (2) the representative(s) and  
28 absent class members share a community of interest and questions of law and fact common to  
the class predominate over questions unique to individual class members; (3) the

representative's claims are typical of the class's claims; and (4) the representatives will fairly and adequately represent the class's interests. See *Richmond v. Dart Industries, Inc.* (1981) 29 Cal.3d 462, 470. Here, this Court found that the Settlement Class meets all the requirements for class certification for settlement purposes when it granted preliminary approval of the Settlement on August 8, 2024. No new circumstances have cast any doubt on the propriety of the preliminary approval determination. HH Decl., ¶11. In fact, the reaction of the Settlement Class Members to the notice of the Settlement to date has been entirely in support of the Settlement, with not a single Class Member objecting or requesting exclusion. Islas Decl., ¶¶7 & 8. Accordingly, this Court should confirm its conditional certification of the Settlement Class.

**A. This Court Should Finally Approve the Settlement Because It Is a Fair, Adequate, and Reasonable Compromise of Disputed Wage and Hour Claims**

California courts have a strong policy in favor of settlement. See e.g., *Stambaugh v. Superior Court* (1976) 62 Cal.App.3d 231, 236. Unlike individual settlements, class action settlements involve a court approval process that exists to prevent fraud, collusion, and unfairness to class members. *Malibu Outrigger Bd. of Governors v. Superior Court* (1980) 103 Cal.App.3d 573, 578-79. This approval process consists of preliminary settlement approval, notice being given to class members, and a final fairness and approval hearing at which class members have the opportunity to be heard with respect to the settlement. *Id.* Now that notice has been provided to the Settlement Class Members, and the notice process is complete, Plaintiffs respectfully request that the Court finally approve the Settlement as fair, adequate, and reasonable.

**1. *The Settlement Was Reached Via Arm's-Length Bargaining Through Experienced Counsel and an Experienced Mediator and Was Based on Sufficient Information to Intelligently Negotiate a Fair Settlement in Light of the Claims Asserted and Risks of Continued Litigation***

A settlement is presumptively fair where it is reached through arm's-length bargaining, based on sufficient discovery and investigation to allow counsel and the court to act

1 intelligently, counsel is experienced in similar litigation, and the percentage of objectors to  
2 the settlement is small. *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1802. In  
3 deciding whether to approve a proposed settlement, a trial court has broad powers to determine  
4 if the proposed settlement is fair under the circumstances of the case. *Mallick v. Superior*  
5 *Court* (1979) 89 Cal.App.3d 434, 438. In exercising these powers, the overriding concern is  
6 to ensure that a proposed settlement is “fair, adequate, and reasonable.” *Dunk, supra*, 48  
7 Cal.App.4th at 1801 (internal quotations omitted). Relevant factors for the Court to consider  
8 include, but are not limited to:

9 [T]he strength of Plaintiff’s case, the risk, expense, complexity and  
10 likely duration of further litigation, the risk of maintaining class  
11 action status through trial, the amount offered in settlement, the  
12 extent of discovery completed and the stage of the proceedings, the  
13 experience and views of counsel, the presence of a governmental  
settlement.

14 *Id.* These factors require balancing, are non-exhaustive and, as such, trial courts should tailor  
15 the factors to each case and give due regard to “what is otherwise a private consensual  
16 agreement between the parties.” *Id.*

17 “In the context of a settlement agreement, the test is not the maximum amount Plaintiff  
18 might have obtained at trial on the complaint, but rather whether the settlement is reasonable  
19 under all of the circumstances.” *Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224,  
20 250. Because settlements inherently involve compromise, even settlements providing for  
21 substantially narrower relief than likely would be obtained if the suit were successfully  
22 litigated can be reasonable because “the public interest may indeed be served by a voluntary  
23 settlement in which each side gives ground in the interest of avoiding litigation.” *Id.* (quoting  
24 *Air Line Stewards, etc., Local 550 v. American Airlines, Inc.* (7th Cir. 1972) 455 F.2d 101,  
25 109). In addition, courts review the discovery process and information received through it to  
26 aid them in assessing whether the parties sufficiently developed the claims and their  
27 supporting factual bases before reaching settlement. See *Kullar v. Foot Locker Retail Inc.*  
28 (2008) 168 Cal.App.4th 116, 129-31. Information is sufficient where it allows the parties and

1 the court to form “an understanding of the amount that is in controversy and the realistic range  
2 of outcomes of the litigation.” See *Clark v. American Residential Services LLC* (2009) 175  
3 Cal.App.4th 785, 801. This requirement exists so that the parties can provide the court with  
4 “a meaningful and substantiated explanation of the manner in which the factual and legal  
5 issues have been evaluated.” *Kullar, supra*, 168 Cal.App.4th at 132.

6 Here, the Settlement resulted from extensive arm’s-length settlement negotiations  
7 between and among qualified and experienced counsel, with the assistance of a well-respected  
8 mediator, and is fair, adequate, and reasonable for all Settlement Class Members. As  
9 discussed, the parties participated in a mediation session before Mr. Jeffrey Krivis and agreed  
10 to their Settlement. HH Decl., ¶8. While Plaintiffs steadfastly maintain that their claims are  
11 meritorious, they also appreciate that there are tremendous risks that continued litigation  
12 would entail thereby resulting in a loss in value under the maximum exposure analysis, as  
13 extensively briefed in Plaintiffs’ papers in support of Preliminary Approval.

14 First, there are risks with respect to obtaining, and maintaining, class certification for  
15 trial purposes that support the fairness of the Settlement. For example, in the case of *Koval v.*  
16 *Pacific Bell Telephone Co.* (2014) 232 Cal.App.4th 1050, the plaintiffs were unable to certify  
17 claims for failure to provide meal and rest periods due to their inability to show that managers  
18 applied allegedly illegal policies consistently on a class-wide basis. See also *Ali v. U.S.A. Cab,*  
19 *Ltd.* (2009) 176 Cal.App.4th 1333, 1350. Moreover, the California Supreme Court’s decision  
20 in *Duran v. U.S. Bank* (2014) 59 Cal.4th 1, makes class certification even less certain given  
21 its antipathy towards using “sampling” as a basis for ascertaining class-wide liability and/or  
22 damages. Accordingly, Plaintiffs would likely encounter extreme difficulty in certifying most  
23 of the claims in this case because, while they may present substantial common liability issues,  
24 they also give rise to individual damages issues. HH Decl., ¶12. Thus, there is a significant  
25 risk that this case would not proceed to completion as a class action absent the Settlement.

26 Second, there are substantial risks with respect to establishing the merits of Plaintiffs’  
27 claims. As explained in the briefing in support of the Motion for Preliminary Approval, the  
28 primary claim for unpaid wages required determinations at the individual level as to “why”

1 any off-the-clock work was performed, a major impediment to class certification. Defendant  
2 contended that it satisfied their obligations under *Brinker*. Moreover, engaging in the inquiry  
3 of whether any late, short, or missed break was a result of employee choice or employer  
4 coercion would entail significant individualized inquiries affecting class treatment of the  
5 claims. Defendant vehemently denied that it engaged in any unlawful activity, failed to  
6 comply with the law in any respect, or has any liability to any person or entity under the claims  
7 asserted in the lawsuit. HH Decl., ¶12.

8 Third, Defendant’s defenses and the uncertainty surrounding the merits of Plaintiff’s  
9 underlying claims could potentially preclude most of the penalties sought in this case. For  
10 instance, Labor Code § 203 requires proof of “willful” or “knowing and intentional” Labor  
11 Code violations for liability to be imposed. Thus, the existence of a good faith dispute that  
12 could preclude any recovery of wages (even if the plaintiff ultimately prevails) can preclude  
13 such penalties from being awarded. 8 Cal. Code Regs. §13520(a); *Road Sprinkler Fitters*  
14 *Local Union No. 669 v. G&G Fire Sprinklers, Inc.* (2002) 102 Cal.App.4th 765, 782; see also  
15 *Choate v. Celite Corp.* (2013) 215 Cal.App.4th 1460 (reversing award of waiting time  
16 penalties based on employer’s good faith defense notwithstanding that the plaintiffs prevailed  
17 on the underlying wage claims). Additionally, gross wages earned (as unpaid hourly and  
18 premium wages are potentially here) are not included in the list of faults for which an  
19 employee is deemed to suffer injury under Lab. Code. Sec. 226(e)(2)(B).

20 Each of these considerations bore heavily on the negotiations allowing for the  
21 Settlement, and furthermore confirm that the Settlement is a fair, adequate, and reasonable  
22 compromise in view of the risks of further litigation. HH Decl., ¶13. As detailed in the papers  
23 supporting the Motion for Preliminary Approval, Plaintiff Garcia carefully vetted the claims  
24 at issue by reviewing policies, records and data regarding the size and makeup of the class.  
25 Thus, while the risks discussed herein are far from exhaustive, they demonstrate that the  
26 Settlement is fair, adequate, and reasonable in view of them.

27 //  
28 //

1                   **2.     *The Settlement Fairly, Reasonably, and Adequately Compensates***  
2                   ***Settlement Class Members Because Each Participating Class***  
3                   ***Member Will Be Paid Based on the Extent of His or Her Injury as***  
                      ***Compared to Other Class Members***

4                   The Net Settlement Amount will be paid to all Participating Settlement Class Members  
5                   based on the number of workweeks worked during the Class Period. S.A. ¶3.2.4. Such an  
6                   allocation method is fair, adequate, and reasonable because it correlates to the extent of harm  
7                   allegedly suffered based on the asserted claims. HH Decl. ¶14. All checks not cashed within  
8                   180 days shall escheat to the Unclaimed Property Fund of the Controller’s office for the State  
9                   of California which will allow Class Members to later claim any uncashed payments. S.A.  
10                  ¶¶4.4.1-4.4.3.

11                   **3.     *The Absence of Any Objections or Exclusion Requests Further***  
12                   ***Confirms That the Settlement Is a Fair, Adequate, and Reasonable***  
                      ***Compromise of the Disputed Claims at Issue***

13                  The response of class members to a settlement is relevant in evaluating whether it  
14                  merits final approval. *Dunk, supra*, 48 Cal.App.4th at 1801. Notably, the absence of objections  
15                  or exclusion requests supports a fairness presumption. In *7-Eleven Owners for Fair*  
16                  *Franchising v. Southland Corp.*, it was found that 9 objections and 80 opt-outs, from a class  
17                  of 5,454, showed a “particularly impressive” favorable response from class members  
18                  supporting final approval. (2000) 85 Cal.App.4th 1135, 1152-53. Here, none of the 456  
19                  Settlement Class Members opted out of the settlement. *Islas Decl.*, ¶7. Notably, not even a  
20                  single member of the Settlement Class filed an objection to the Settlement. *Id.* at ¶8. Thus, the  
21                  favorable response of the Settlement Class is completely positive and further confirms that  
22                  the Settlement is fair, adequate, and reasonable and merits final approval.

23  
24                  **V.     AN AWARD OF ATTORNEYS’ FEES SHOULD BE APPROVED**

25                   **A.     Class Counsel’s Fees Should be Approved as a Percentage of the**  
26                   **Total Common Fund Created for the Class**

27                  Class Counsel seeks a fee award calculated as a percentage of the total value of the  
28                  settlement for successful prosecution and resolution of all existing claims. Both California

1 State and Federal Courts have recognized that an appropriate method in determining an  
2 attorney fee award may be based on the percentage on the total value of the benefits the class  
3 members receive from the settlement. *Serrano v. Priest* (1997) 20 Cal. 3d 25-34 [*Serrano III*];  
4 *Boeing Company v. Van Gemert* (1980) 344 U.S. 472, 478; *Vincent v. Hughes Airwest, Inc.*  
5 (9th Cir. 1977) 557 F.2d 759, 769. The purpose of this equitable doctrine is to avoid unjust  
6 enrichment and to “spread litigation costs proportionately among all the beneficiaries so that  
7 the active beneficiary does not bear the entire burden alone.” *Id.* at 768. The monetary benefits  
8 will then be paid from a common fund.

9 The California Supreme Court endorsed a fee award as a percentage of the common  
10 fund; the Court clarified “that when an attorney fee is awarded out of a common fund  
11 preserved or recovered by means of litigation (internal citation omitted), the award is not per  
12 se unreasonable merely because it is calculated as a percentage of the common fund.” *Laffitte*  
13 *v. Robert Half Int’l. Inc.* (2016) 1 Cal. 5th 480, 486. Also “[t]hat the recognized advantages  
14 of the percentage method...convince us that the percentage method is a valuable tool that  
15 should not be denied in our trial courts.” *Id.* at 503.

16 The Common Fund Doctrine is predicated on the principle of preventing unjust  
17 enrichment. When a litigant’s efforts create or preserves, or generates a fund from which  
18 others derive benefits, he may require the passive beneficiaries to compensate those who  
19 created the fund. Both California State and Federal Courts have embraced this Doctrine.  
20 *Serrano III, supra*, at 35; *Vincent, supra*, at 769.

21 Since *Serrano III, supra*, there has been a ground swell of support for mandating the  
22 percentage of the fund approach in common fund cases. Both State and Federal courts have  
23 found the percentage approach preferable to the Lodestar because; (1) it aligns the interest of  
24 class counsel and absent class members; (2) it encourages efficient resolution of the litigation  
25 by providing an incentive for early, yet reasonable, settlement; and (3) it reduces the demand  
26 on judicial resources. *In re Activision Sec. Litig.* (N.D. Cal. 1989) 723 F Supp. at 1378-79.  
27 The Ninth Circuit now routinely uses the percentage of the common fund approach to  
28 determine the award of attorney fees. *Lealao v. Beneficial Calif., Inc.* (2000) 82 Cal.App.4th  
19, 30-31.

Collectively, Plaintiff's counsel seeks \$175,000.00 which is thirty-five percent (35%) of the \$500,000 Settlement Amount. Class Counsel's request for 35% of the monetary fund recovered is well within the range customarily approved by California courts in comparable class actions and other class actions as well as with contingency contracts negotiated by plaintiff and their counsel. "Empirical studies show that regardless of whether or not the percentage method or Lodestar method is used, fee awards in class actions average around one-third of the recovery." See e.g., *Chavez v. Netflix, Inc.* (2008) 162 Cal.App.4th 66, fn. 11; *In re California Indirect Purchases* (October 22, 1998) WL1031494 at \*9 (citing *In re Milk Antitrust Litigation* (L.A. Sup. Ct. 1998) Civ. Case No. BC070061 (33 1/3% award); *In re Facsimile Paper Antitrust Litigation* (San Francisco Sup. Ct. 1997) Civ. Case No. BC 0070061 (33 1/3% award); *In re Liquid Carbon Dioxide Cases* (San Diego Sup. Ct. 1996) J.C.C.P. 3012 (33 1/3% award); *Romero v. Producers Dairy Foods, Inc.* (E.D. Cal. November 14, 2007) WL 3492841 at \*4 ("fee awards in class actions average around one-third of the recovery." (Quoting Newberg on Class Actions § 14.6 (4th ed. 2007).

In *Lealao, supra*, at 46-47, the Court indicated that in defining a "reasonable" fee in representative actions, the law should "mimic the market." The Court went on to state:

"Given the unique reliance of our legal system on private litigants to enforce substantive provisions of law through class and derivative actions, attorneys providing the essential enforcement services must be provided incentives roughly comparable to those negotiated in the private bargaining that takes place in the legal marketplace as it will otherwise be economic for Defendant's to increase injurious behavior. *Lealao, supra*, 82 Cal.App.4th at 46-47, and *Graciano v. Robinson Ford Sales, Inc.* (2006) 144 Cal. App.4th 140, 163.

For the following reasons, awarding thirty-five percent of the gross settlement for attorney fees is fair, reasonable and appropriate.

## **B. Factors Supporting the Fee Award**

### **1. The Amount of the Settlement**

In Class Counsel's experience, a gross non-reversionary settlement of \$500,000 in a wage and hour case for a class size of 456 is a fair, reasonable, and adequate settlement in light of the asserted claims, Defendant's defenses, and the strong possibility that the class

1 would not recover anything without this settlement. Declaration of Zorik Mooradian  
2 (hereinafter “ZM Decl.”), ¶6. HH Decl. ¶6.

3 The fact that there presently are no objections, no exclusion requests, no disputes, and  
4 Participating Class Members are expected to be paid 100% of the value of their individual  
5 claims shows that the settlement has been well received by the Class Members. Islas Decl.,  
6 ¶¶7-10. The average amount expected to be paid amongst the 456 Participating Settlement  
7 Class Members is \$551.97 and the highest estimated settlement payment is \$1,356.09. *Id.* at  
8 ¶15. Islas Decl., ¶15.

9 2. The Named Plaintiff Signed a Retainer Agreement

10 Plaintiff Garcia signed a single retainer with Mooradian Law, APC. The Retainer  
11 Agreement had language providing a maximum of forty percent (40%) in attorneys’ fees, of  
12 course, subject to court approval of class wide issues. The Retainer Agreement also had a  
13 provision for recovery of costs in relation to the representation. ZM Decl., ¶7. Plaintiff  
14 Contreras’ counsel charges a contingency fee of 40% of all recovered money in non-complex  
15 labor and employment matter. Declaration of Shoham J. Solouki (“SS Decl.”), ¶4.

16 In *Lealao, supra*, 82 Cal.App.4th at 46-47, the court indicated that in defining a  
17 “reasonable” fee in representative actions, the law should “mimic the market.” Here, as for  
18 the representation of the individual rights of Ms. Garcia and Mr. Contreras, a proposed retainer  
19 agreement for recovery of fees could be 35% of the gross recovery. That would be consistent  
20 with the market rate, and there is no reason to believe that, if any of the other 456 class  
21 members had signed an individual retainer, it would be any different. ZM Decl. ¶8.

22 In, *In re Cont’l Ill. Secs. Litig.*, Judge Posner endorsed a market-based approach to  
23 evaluating fee requests, stating that the function of judges in fee litigation “is to determine  
24 what the lawyer would receive if he were selling his services in the market rather than being  
25 paid by court order.” (7th Cir. 1992) 962 F.2d 566, 568. In a law review article (Silver) entitled  
26 “A Restitutionary Theory of Attorneys’ Fees in Class Actions (1991) 76 Cornell L.Rev. 656,  
27 702-703 (it stated that the goal “is to pay attorneys on terms they would probably accept in an  
28 ex ante bargain, before the outcome of litigation is known”).

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Of most importance, notice was provided to each of the Settlement Class Members that the attorneys would be seeking attorney fees in the amount of \$175,000.00 or 35% of the settlement. The fact that no Settlement Class Members had any objection to the settlement or any of its terms, speaks pretty strongly to the notion that class members are extremely happy with the settlement. ZM Decl. ¶10.

#### 4. The Contingent Risk Factor

### C. The Lodestar/Multiplier Cross-Check

Even though class counsel is requesting fees with the percentage of the benefit approach, some courts nevertheless use a Lodestar/Multiplier cross check to confirm the fees' reasonableness. *Lealao v. Beneficial California, Inc.*, *supra*, 82 Cal.App.4th 19-45; *Vizcaino v. Microsoft Corp.* (9th Cir. 2002) 290 F.3d 1043, 1051. The Lodestar Analysis (Lodestar-Multiplied Method) begins with a calculation of time spent in reasonable hourly compensation of each attorney and paralegal who worked on the case and then to compensation counsel for

1 risk, quality and result, courts commonly apply a “multiplier” to the Lodestar in awarding  
2 attorney fees.

3 The first step is to determine the Lodestar individually for each attorney and/or  
4 paralegal that has worked on the case and is claiming fees. The Lodestar analysis for each  
5 attorney appears in their own Declaration(s), summarized below:

| Attorney(s)                                     | Billable<br>Rate(s) | Hours  | Lodestar     |
|-------------------------------------------------|---------------------|--------|--------------|
| <b>Zorik Mooradian</b><br>ZM Decl., ¶13, Exh. 1 | \$650.00            | 80.60  | \$52,390.00  |
| ZM anticipated – <i>Id.</i>                     | \$650.00            | 5      | \$3,250.00   |
| <b>Haik Hacopian</b><br>HH Decl., ¶15, Exh. 2   | \$450.00            | 56.75  | \$25,537.50  |
| HH anticipated – <i>Id.</i>                     | \$450.00            | 5      | \$4,145      |
| <b>Shoham J. Solouki</b><br>SS Decl., ¶¶19-23   | \$800.00            | 50.2   | \$40,160.00  |
| Total Present and Anticipated<br>Lodestar       |                     | 197.55 | \$123,587.50 |

19 In this matter, the total present and anticipated lodestar tallies to \$123,587.50 and  
20 results in the requested \$175,000.00 fee award after the application of a modest 1.42  
21 multiplier. HH Decl., ¶16. To the extent higher Laffey Matrix Rates are applied, the lodestar  
22 should readily exceed the requested fee award.

23 **D. A Lodestar Multiplier of 1.42 is Reasonable**

24 “It is an established practice in the private legal market to reward attorneys for taking  
25 the risk of non-payment by paying them a premium over their normal hourly rates for winning  
26 contingency cases.” *Fischell v. Equitable Life Assur. Society of U.S.* (9th Cir. 2002) 307 F.3d  
27 997, 1008. In the Ninth Circuit, a lodestar amount is “routinely enhanced...to reflect the risk  
28 of non-payment in common fund cases.” *Craft v. County of San Bernardino* (C.D. Cal. 2008)

624 F.Supp.2d 1113, 1125 (awarding multiplier of 5.2 and collecting cases with cross-check multipliers ranging from 4.5 to 19.6); *Morgret v. Applus Tech., Inc.* (E.D. Cal. Jun. 1, 2015) Case No. 1:13-cv-01801-JLT, 2015 WL 3466389 at \*17 (awarding multiplier of 3.9, “which is within the range typically awarded in the Ninth Circuit.”); *Torchia v. W.W. Grainger, Inc.* (C.D. Cal. Dec. 29, 2014) 304 F.R.D. 256, 277 (Thurston, J.) (awarding multiplier of about 3.6).

Here, the lodestar multiplier of approximately 1.42 is well within the range of reasonableness, as has been held by numerous courts, especially in light of the significant work performed in this case and the efficiency with which it was done.

**E. Attorneys Fees v. Class Benefit**

While it’s generally true that the greater the attorney fees, the less funds there will be for distribution to class members as damages, nevertheless, a balance must be achieved. In the instant matter, the class got a very balanced and fair settlement. Given the strengths and weaknesses of the case, they will be receiving a fair sum of money. The results and the case law support that the settlement was fair, reasonable and adequate. The class had an affirmative response to the settlement, where there was not a single objection or exclusion request. In light of the favorable settlement, giving more money to the class after an excellent settlement had been achieved punishes the attorneys without whom such a settlement would not have been attained but for the efforts of good lawyering. Punishing lawyers when they do well is potentially sending the wrong message and serves as a disincentive and unjustly enriches the class that has already received a fair and adequate amount of benefits. ZM Decl. ¶14.

**VI. PAYMENT OF COSTS TO CLASS COUNSEL SHOULD BE APPROVED**

Class Counsel has incurred \$15,911.11 in total costs which is less than the \$25,000 maximum contemplated per the Settlement Agreement and is the amount that Plaintiffs are requesting the Court approve. S.A. ¶3.2.2. All costs are necessary and reasonable, as reflected by the declarations submitted by counsel. ZM Decl., ¶13, Exh. 1 (\$13,193.41); HH Decl., ¶15, Exh. 2 (\$708.29); SS Decl. ¶¶29-30 (\$2,009.41).

**VII. THIS COURT SHOULD FINALLY APPROVE PLAINTIFFS' REQUESTED ENHANCEMENT AWARDS BECAUSE THEY ARE FAIR, ADEQUATE, AND REASONABLE IN VIEW OF PLAINTIFFS' EFFORTS AND THE RISKS THAT THEY ASSUMED IN THIS LITIGATION ON BEHALF OF THE CLASS**

Courts routinely approve enhancement awards to compensate named Plaintiff(s) for the services they provide and the risks they incur during class action litigation. See, e.g., *Bell v. Farmers Ins. Exchange* (2004) 115 Cal.App.4th 715, 726 (upholding "service payments" to named Plaintiff for their efforts in bringing the case); see also *Van Vranken v. Atlantic Richfield Co.* (N.D. Cal. 1995) 901 F. Supp. 294 (approving a \$50,000 incentive payment).

Here, pursuant to the Settlement, Plaintiffs seek Enhancement Awards totaling \$10,000 each. S.A. ¶3.2.1. This request is a reasonable portion of the Settlement Amount given Plaintiffs' efforts in litigating this case and the risks they undertook on behalf of the class members. See, e.g., *Staton v. Boeing Co.* (9th Cir.2003) 327 F.3d 938, 977 (affirming that courts should consider "the actions the plaintiff has taken to protect the interests of the class, the degree to which the class has benefitted from those actions, the amount of time and effort the plaintiff expended in pursuing the litigation and reasonable fear[s of] workplace retaliation").

Plaintiffs' proposed Enhancement Awards in proportion to the Settlement Amount and standing alone are well within the range of reasonable. The requested Enhancement Awards represent only 4% of the Settlement Amount. See, e.g., *Bond v. Ferguson Enters., Inc.* (E.D.Cal. June 30, 2011) Civ. No. 1:09-1662 OWW MJS, 2011 WL 2648879, at \*2, 15 (approving an \$11,250 incentive award to each of the two named Plaintiffs); *Ross v. U.S. Bank Nat'l Ass'n* (N.D. Cal. Sept. 29, 2010) Civ. No. 3:07-2951 SI, 2010 WL 3833922, at \*3 (approving an award of \$20,000 to each of four named Plaintiffs based on their contributions to litigation and the risk that being a class representative would harm their reputation); *Glass v. UBS Fin. Servs.* (N.D. Cal. Jan. 26, 2017) No. C-06-4068 MMC, 2007 WL 221862, at \*17 (finding "requested payment of \$25,000 to each of the named plaintiffs is appropriate" in wage and hour settlement); *Garner v. State Farm Mut. Auto. Ins. Co.* (N.D. Cal. Apr. 22, 2010) No. CV 08 1365 CW (EMC), 2010 WL 1687832, at \*17 n.8 ("Numerous Court in the Ninth

1 Circuit and elsewhere have approved Enhancement Awards of \$20,000 or more where, as  
2 here, the class representative has demonstrated a strong commitment to the class”).

3 Plaintiffs have also spent time assisting in the prosecution of this action, which  
4 deserves compensation. See e.g., *In re Cont'l Ill. Sec. Litig.* (7th Cir.1992) 962 F.2d 566, 571  
5 (“Since without a named plaintiff there can be no class action, such compensation as may be  
6 necessary to induce him to participate in the suit...”). It is important that Ms. Garcia and Mr.  
7 Contreras are paid a fair amount for their services to the class and out of 456 employees, they  
8 the only ones that stepped forward stuck with the case for over a two-year and half year period.  
9 If it was not for them, the \$500,000 settlement would not have been obtained for the class.  
10 ZM Decl. ¶15.

11 Plaintiffs have put a significant amount of time into this case spanning a period of over  
12 two and half years. Ms. Garcia has traveled to her attorneys’ office in Calabasas from her  
13 home in Sunland on one occasion. Declaration of Julia Garcia, (“Garcia Decl.”), ¶6. Both  
14 Plaintiffs have participated in numerous telephonic conferences speaking to their attorneys  
15 and their staff which included periodic follow-ups. *Id.*, Declaration of Juan Manuel Contreras  
16 (“Contreras Decl.”), ¶6. Plaintiffs have also spent time reviewing the settlement agreement as  
17 well as their declarations. Garcia Decl., ¶6, Contreras Decl., ¶6. In total, Ms. Garcia estimates  
18 that she has spent approximately 10 hours participating in this case as of October 6, 2023.  
19 Garcia Decl., ¶7. Mr. Contreras estimates that he has spent approximately 15 hours  
20 participating in this case as of November 13, 2023. Contreras Decl., ¶7.

22 Moreover, by the filing of this lawsuit, Plaintiffs subjected themselves to the risk of  
23 retaliation both by current and potential future employers who may learn of the lawsuit. See,  
24 e.g., *Marlo v. United Parcel Service, Inc.* (9th Cir. 2015) 600 Fed.Appx. 551 (awarding  
25 significant verdict to a former UPS employee who terminated in retaliation for filing a class  
26 action lawsuit against his employer, UPS).

27 Significantly, after receiving Class Notice, including notice of the proposed  
28 Enhancement Awards to Plaintiffs, not a single Class Member has objected to these proposed

awards of \$10,000 to each Plaintiff. Islas Decl., ¶8. Also, Plaintiffs are agreeing to general release of all claims which must be assigned additional value. Accordingly, the \$10,000 Enhancement Award to each Plaintiff is appropriate and justified as part of the Settlement.

#### **VIII. THE PAGA ALLOCATION AND PAYMENTS SHOULD BE APPROVED**

Pursuant to the terms of the Settlement Agreement, \$20,000.00 of the Settlement Amount, is to be allocated for the PAGA claim with \$15,000.00 (75%) payable to the LWDA and \$5,000.00 (25%) payable to Aggrieved Employees. S.A. ¶3.2.5. This is a fair amount given the nature of the claims and the strengths and weaknesses advanced by the parties regarding this claim, as elaborated upon in the Preliminary Approval Motion and supporting papers. Plaintiffs have also provided notice of the proposed PAGA settlement to the LWDA. A total of 317 Aggrieved Employees will receive a PAGA Payment. The average payment is estimated to be \$15.77, the highest is \$34.61, and the lowest is \$0.67. Islas Decl., ¶13.

#### **IX. THE ADMINISTRATION FEE SHOULD BE APPROVED**

The administration fee is fair. Phoenix's charge for services rendered to perform its duties and responsibilities pursuant to the terms of the settlement is \$8,300.00 which is to be paid from the Settlement Amount. This includes all costs incurred to date, as well as estimated costs for completing the administration and disbursement of the settlement. Islas Decl., ¶14.

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1 **X. CONCLUSION**

2 For the reasons stated herein, this Court should grant Plaintiffs’ Motion in its entirety  
3 and adopt the [Proposed] Order Granting Final Approval of Class Action Settlement submitted  
4 concurrently herewith.

5  
6 Dated: November 19, 2024

MOORADIAN LAW, APC

7 By: /s/Haik Hacopian

8 Zorik Mooradian, Esq.,  
9 Haik Hacopian, Esq.,  
10 Attorneys for Plaintiff individually and on  
11 behalf of other persons similarly situated  
12 and other aggrieved employees  
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