

DUEL LAW FIRM

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**SUPERIOR COURT OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

Maria Teresa Rol, on behalf of herself and all
others similarly situated,

Plaintiff,

vs.

DAVID & MARGARET HOME INC., a
California nonprofit corporation; and DOES
1–50, inclusive,

Defendants.

Case No. 22STCV20976

Assigned to Judge Elihu M. Berle for All
Purposes, Department 6

**PLAINTIFFS' NOTICE OF MOTION
AND MOTION FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT; DECLARTIONS IN
SUPPORT OF; AND [PROPOSED]
FINAL ORDER AND JUDGMENT**

Hearing:

DATE: July 18, 2025

TIME: 9:00AM

DEPARTMENT: 6

**TO THE COURT, ALL INTERESTED PARTIES, AND THEIR RESPECTIVE
ATTORNEYS OF RECORD:**

PLEASE TAKE NOTICE that on July 18, 2025, at 9:00 a.m., or as soon thereafter as the
matter may be heard in Department 6 of the above-entitled Court located at 312 North Spring

MOTION FOR FINAL APPROVAL

1 Street, Los Angeles, CA 90012, Plaintiff Maria Teresa Rol (“Plaintiff) individually and behalf
2 of others similarly situated, will move this Court for an Order granting final approval of the class
3 action and PAGA settlement between Plaintiff and Defendant DAVID & MARGARET HOME
4 INC (“Defendant”) which was preliminarily approved by the Court. This Motion seeks final
5 approval and entry of a judgment of \$400,000 settlement on behalf of Class Members and PAGA
6 members and is unopposed by Defendant.

7 Specifically, Plaintiff will and hereby does move the Court to grant final approval of the
8 Class Action and PAGA Settlement Agreement and Release of Claims (“Settlement
9 Agreement”), and enter the proposed order and final judgment filed concurrently herewith:

- 10 1. Finally, certifying the Class, as defined in the Settlement Agreement and the Court’s
11 Order Granting Preliminary Approval of the Settlement;
- 12 2. Finally appointing Plaintiff as the Class Representative for the settlement
- 13 3. Finally appointing Jasmine A. Duel of Duel Law Firm as Class Counsel for purposes
14 of settlement;
- 15 4. Finding that the Class Notice was properly provided to the Class in accordance with
16 the Court’s Order granting Preliminary Approval
- 17 5. Finally approving the settlement as fair, adequate, and reasonable, based upon the
18 terms set forth in the Settlement Agreement
- 19 6. Binding participating Class Members to the terms of the Settlement Agreement,
20 including the Release specified therein; and
- 21 7. Retaining jurisdiction to enforce the Settlement Agreement.

22 This Motion is based upon this notice; the attached memorandum of points and
23 authorities; the Declaration of the Settlement Administrator (Nick Castro of ILYM Group),
24 Class Counsel (Jasmine Duel of Duel Law Firm), and Plaintiff filed concurrently herewith; the
25 records and files in this action; and any other further evidence or argument that the Court may
26 receive at or before the hearing.
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DUEL LAW FIRM



Dated: May 15. 2025

BY

JASMINE A. DUEL
Attorneys for Plaintiff
Maria Teresa Rol

TABLE OF CONTENTS

I. SUMMARY OF ARGUMENT AND ESSENTIAL POINTS	1
II. PERTINENT BACKGROUND AND SETTLEMENT TERMS	1
III. THE NOTICE PROCESS	3
A. Notice to the Class Members.....	3
B. There were Zero Objections and Zero Opt-Outs, Resulting In An Impressive 100% of the Class Participating in the Settlement	4
V. EVALUATION OF THE SETTLEMENT	5
A. The Settlement Was Reached Through Informed Arms-Length Negotiation	6
B. Plaintiffs' Investigation Was Sufficient	6
C. Class Counsel Is Experienced in Similar Litigation and Endorse the Settlement	7
D. Reasonable Estimate of the Nature and Amount of Recovery	7
VI. THE REQUESTED ATTORNEYS' FEES ARE FAIR AND REASONABLE	8
A. Plaintiff Is Entitled to Recover Reasonable Attorney's Fees Under the Labor Code ..	9
B. Class Counsel's Request for Fees Is Reasonable and Properly Calculated as a Percentage of the Common Fund	9
1. <i>The Attorneys' Fees Requested Here Fall Within the Reasonable Range Awarded in Similar Cases Under the Well-established Common Fund Method</i>	10
2. <i>The High Quality of Work and Excellent Result Obtained Support the Award</i> ..	11
3. <i>Class Members Had Sufficient Notice of the Requested Fees</i>	11
4. <i>The Contingent Nature of Class Counsel's Representation of Plaintiffs and the Class Further Supports the Fee Award at 1/3 of the Common Fund</i>	12
5. <i>A Lodestar Cross-Check Confirms the Reasonableness of the Fee Award</i>	13
V. THE REQUESTED COSTS AND SERVICE AWARDS ARE REASONABLE	16
A. The Requested Costs Are Reasonable and Merit Approval	16
B. The Requested Service Awards are Reasonable and Merit Approval.....	16
VI. OTHERS MATTERS RE: FINAL APPROVAL	17

1	A. Settlement Administration Costs	17
2	B. Notice of Final Judgment to the Class	18
3	C. Uncashed Checks	18
4	D. Final Report	18
5	E. Submission to the LWDA	18
6	VII. CONCLUSION	19

TABLE OF AUTHORITIES

Cases

<i>7-Eleven Owners for Fair Franchising v. Southland Corp.</i> (2000) 85 Cal.App.4th 1135	7
<i>Bell v. Am. Title Ins. Co.</i> (1991) 226 Cal.App.3d 1589	5
<i>Bell v. Farmers Insurance Exchange (2004)</i> 115 Cal.App.4th 715	16
<i>Boeing Co. v. Van Gemert</i> (1980) 444 U.S. 472.....	10
<i>Chavez v. Netflix, Inc.</i> (2008) 162 Cal.App.4th 43	8
<i>Coalition for Los Angeles County Planning v. Board of Supervisors</i> (1977) 76 Cal.App.3d 241, 251	14
<i>Dunk v. Ford Motor Co</i> (1996) 48 Cal. App 4 th at 1802	5-6
<i>Ferguson v. Lieff, Cabraser, Heimann & Bernstein</i> (2003) 30 Cal.4th 1037.....	5
<i>Franklin v. Kaypro Corp.</i> (9th Cir. 1989) 884 F.2d 1222	5
<i>Horsford v. Board of Trustees of California State University,</i> 132 Cal.App.4th 359 (2005)	12-13
<i>In re American Bank Note Holographics, Inc.</i> (SDNY 2001) 127 F.Supp.2d 418	5
<i>Kullar v. Foot Locker Retail, Inc.</i> (2008) 168 Cal.App.4th 116	7
<i>Laffitte v. Robert Half International, Inc.</i> (2016) 1 Cal.5th 480	9
<i>Litwin v. iRenew Bio Energy Solutions, LLC</i> , 226 Cal.App.4th at p. 883	11
<i>Mandujano v. Basic Vegetable Prods., Inc.</i> , (9th Cir. 1976) 541 F.2d 672	4
<i>PLCM Group, Inc. v. Drexler</i> (2000) 22 Cal.4th 1084	14
<i>Press v. Lucky Stores, Inc.</i> (1983) 34 Cal.3d 311	13
<i>Rodriguez v. West Publishing</i> (9th Cir. 2009) 563 F.3d 948	16
<i>Serrano III v. Priest</i> (1977) 20 Cal.3d 25	10
<i>Stambaugh v. Super. Ct.</i> (1976) 62 Cal.App.3d 231.....	5
<i>Sternwest Corp v. Ash</i> (1986) 183 Cal.App.3d 74	14
<i>Vizcaino v. Microsoft Corp</i> (9th Cir. 2002) 290 F.3d 1043	14
<i>Wershba v. Apple Computers, Inc.</i> (2001) 91 Cal.App.4th 246	7

Williams v. MGM-Pathe Communs. Co. (9th Cir. 1997) 129 F.3d 1026..... 11

1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. SUMMARY OF ARGUMENTS AND ESSENTIAL POINTS**

3 Pursuant to California Rules of Court, Rule 3.769(d) and (e), Plaintiff Maria Teresa Rol
4 respectfully request that this Court grant final approval of the Class Action and PAGA Settlement
5 Agreement and Release of Claims (“Settlement Agreement”), and enter the proposed order and
6 final judgment in this matter. This motion is supported and unopposed by Defendant DAVID &
7 MARGARET HOME INC.

8 There are several reasons why this settlement should be approved, and judgment entered
9 accordingly as follows:

- 10
- 11 • After extensive work, the Parties reached a \$400,000 settlement with the assistance
12 of Steve Rottman, an experienced and reputable class action mediator in California,
13 that is tailored to a limited release of the claims alleged on behalf of 571 Class
14 Members;
 - 15 • The Class Members were deemed to participate in the settlement, and were not
16 required to submit a Claim Form to receive funds;
 - 17 • There is no reversion to Defendant
 - 18 • There were zero objections and zero opt-outs to the Settlement, meaning 100% of the
19 Class is currently participating in the Settlement.

20 In accordance with the analysis and law set forth herein as well the preliminary
21 approval motion, the Settlement should be approved and judgment entered based on the
22 determination that the Settlement is fair, reasonable, adequate, and in the best interests of the
23 Class. (Declaration of Class Counsel, Jasmine A. Duel).

24 **II. PERTINENT BACKGROUND AND SETTLEMENT TERMS**

25 Plaintiff and the Class Members include all current and former non-exempt employees
26 of Defendant, who worked in California at any time during the Class Period of June 28, 2018-
27 December 29, 2023. The PAGA Period is from June 24, 2021 – December 29, 2023. The
28 primary claims, which Defendant disputes, involved allegations that the Class Members did

not receive all minimum, regular and overtime wages owed, did not receive accurate itemized wage statements, were denied meal and rest breaks, were not reimbursed for business reasonable business expenses, as well as claims for waiting time penalties and PAGA penalties.

The Settlement includes 571 Participating Class Members. The following is a breakdown reflecting how the funds are allocated under the Settlement Agreement (Declaration of Administrator).

Gross Settlement Amount	\$400,000
Attorneys' Fees	\$133,333.33
Litigation Costs	\$20,767.25
Administrator Costs	\$9,950
PAGA Penalties	\$50,000
Class Representative Service Award	\$5,000
Net Settlement Amount	180,949.42

The Participating Class Members were deemed to participate and did not need to submit a Claim Form to receive payment. (Settlement Agreement or "S.A." ¶ Section 1.01cc). Each Participating Class Member will receive a pro rata share of the Net Settlement Amount according to the percentage of Workweeks worked during the Class Period, such that the amount actually distributed to Participating Class Members will equal 100% of the Net Settlement Amount. (Settlement Agreement ¶ 48(c)).

Assuming all of the amounts in the Settlement are approved by the Court, the *average* Individual Class Payment is estimated to be \$316,90 and the *highest* individual settlement payment is approximately \$1269.77 and the lowest payment is approximately \$4.24 during the Class Period. (Castro Decl. ¶ 13).

1 In addition, 288 Aggrieved Employees, who collectively worked 7,352 Pay Periods during
2 the PAGA Period, will each receive an Individual PAGA Payment based on their share of the
3 \$12,500 in PAGA Penalties (25% of the total \$50,000 PAGA allocation), calculated pro-rata
4 based on the number of Weeks Worked during the PAGA Period. (S.A. ¶ 48(h)). The average
5 payment to the Aggrieved Employees is \$42.96. (Gonzalez Decl. ¶ 14).

6 Each Individual Settlement Payment will represent wages and penalties allocated using the
7 following formula: 20% allocated to wages; 80% allocated to interest and penalties. Payments
8 for the PAGA Settlement Amount will be allocated as 100% penalties. The amounts paid as
9 wages shall be subject to all tax withholdings customarily made from an employee's wages and
10 all other authorized and required withholdings and shall be reported by W-2 forms. The
11 employer-side taxes will be paid separate from and in addition to the Gross Settlement Amount.
12 The amounts paid as penalties and interest shall be subject to all authorized and required
13 withholdings other than the tax withholdings customarily made from employees' wages and shall
14 be reported by IRS 1099 forms. (SA Section 3.06f).

15 Within thirty days (30 days) after Preliminary Approval Date and subject to the issuance
16 of the Final Order, Defendant shall transfer the Gross Settlement Amount plus Defendant's share
17 of employer-side payroll taxes, as set forth herein and as calculated by ILYM Group, into a QSF
18 established by the Settlement Administrator either directly or by sending the funds to the
19 Settlement Administer to be deposited and distributed .No later than ten (10) business days after
20 receiving the Gross Settlement Amount from Defendant, the Settlement Administrator shall
21 prepare and mail the checks for the Individual Settlement Payments to Participating Class
22 Members. In the event of a timely appeal from the Final Order, the Final Order shall be stayed
23 and the Gross Settlement Amount shall not be distributed pending the completion of the appeal.
24 (SA Section 4.03).

25 26 **III. THE NOTICE PROCESS**

27 **A. Notice to the Class Members**

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Pursuant to the Court’s Order and the Settlement Agreement, the Parties directed the Settlement Administrator to review and update the Class Members’ addresses, mail the Court-approved Notice Packet, and process their responses. The Administrator also posted the relevant documents on its website for the Class Members to access.

Prior to mailing the Class Notice, the Settlement Administrator performed a National Change of Address search on all Class Members to determine if any had moved. (Castro Decl., ¶ 4). On April 18, 2025, the Class Notice was sent via first-class mail to all 571 Class Members. (Gonzalez Decl., ¶ 5). Initially, 52 Notices were returned undeliverable, but the Administrator was able to locate updated addresses for 34 Class Members and remail those 34 Notices. Ultimately, only 18 Class Notices were determined to be undeliverable, resulting in a 97% success rate in mailing the Notice Packet. (Castro Decl., ¶ 6-7).

In accordance with California Rules of Court, rules 3.766 (d) and 3.769 (f), the Notice provided Class Members with (1) a brief explanation of the case; (2) an explanation of each Class Member’s right to opt out of the settlement class; (3) an explanation of the process (and relevant deadlines) through which a Class Member could opt out of the settlement class; (4) notice about the binding nature of the Judgment for Class Members who do not opt out; (5) an explanation of each Class Member’s right to appear through counsel; (6) an explanation of each Class Member’s right to appear at the fairness hearing and express views on the settlement, i.e., object or otherwise respond; and (7) an explanation of each Class Member’s right to participate in the Settlement and receive payment accordingly. (See **Exhibit A** to the Gonzalez Decl.)

B. There Were Zero Objections and Zero Opt Outs to Date, Resulting in an Impressive 100% of the Class Participating in the Settlement

California law makes clear that the percentage of objectors and opt-outs is an important factor in the Court’s consideration of a proposed class action settlement. (See 48 *Dunk v. Ford Motor Co.* (1186) 48 Cal.App.4th 1794 at 1802.) Indeed, the Ninth Circuit and other federal courts recognize that in the final fairness analysis, the number or percentage of class members who object to the settlement is a significant factor. (See *Mandujano v. Basic Vegetable Prods.*,

1 *Inc.*, (9th Cir. 1976) 541 F.2d 672, 677; *In re American Bank Note Holographics, Inc.* (SDNY
2 2001) 127 F.Supp.2d 418, 425 “[i]t is well settled that the reaction of the class to the settlement
3 is perhaps the most significant factor to be weighed in considering its adequacy.”)

4 In this case, there are zero objections and zero opt-outs to the Settlement, meaning that
5 100% of the Class Members elected to participate in the Settlement, so far. (Castro Declaration.,
6 ¶ 8-10).

7 **IV. EVALUATION OF SETTLEMENT**

8 It is axiomatic that California law strongly favors and encourages settlements. (See
9 *Stambaugh v. Super. Ct.* (1976) 62 Cal.App.3d 231, 236.) This presumption in favor of
10 settlement applies with particular force in the context of class actions. (See *Ferguson v. Lieff,*
11 *Cabraser, Heimann & Bernstein* (2003) 30 Cal.4th 1037 “[p]ublic policy favoring settlement
12 is especially weighty for class actions”]; *Bell v. Am. Title Ins. Co.* (1991) 226 Cal.App.3d
13 1589, 1607-1608 [affirming the trial court’s approval of a class settlement and implicitly
14 endorsing its citation of federal precedent for the notion that there is a “strong public policy
15 in favor of settlement of class actions”]; see also *Franklin v. Kaypro Corp.* (9th Cir. 11869)
16 884 F.2d 1222, 1229, quoting *Van Bronkhorst v. Safeco Corp.* (9th Cir. 1976) 529 F.2d 943,
17 950 [“it hardly seems necessary to point out that there is an overriding public interest in
18 settling and quieting litigation. This is particularly true in class action suits”].)

19 When entertaining a request for final approval of a class action settlement, a court’s
20 fundamental consideration is whether the settlement is fair, adequate and reasonable. (See *Dunk,*
21 *supra*, 48 Cal.App.4th at 1801, fn. 7 [noting that state courts look to federal authority concerning
22 the approval of class settlements]; California Rules of Court, rule 3.769(g).)

23 Fairness is presumed when: (1) the settlement is reached through arm’s-length bargaining;
24 (2) investigation and discovery are sufficient to allow counsel and the court to act intelligently;
25 (3) counsel is experienced in similar litigation; (4) the percentage of objectors and opt outs is
26 small, and (5) the range of reasonableness of the settlement fund to a possible recovery in light
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of all attendant risks of litigation.” (*Dunk v. Ford Motor Co.* (1996) Cal. App, 4th at 1802.) All five of these factors are discussed in detail below.

A. Settlement was Reached Through Arms-Length Negotiation

Courts presume the absence of fraud or collusion in the negotiation of a settlement, unless evidence to the contrary is offered. Thus, there is a presumption here that the negotiations were conducted in good faith. (See, 3 Alba Conte & Newberg, *supra*, at § 11.51.) The proposed settlement here was the product of arm’s-length negotiation before a highly experienced and reputable class action mediator to reach a settlement, which was finally consummated in the months after mediation.

Here, Plaintiff and Class Counsel have diligently investigated the claims raised in this litigation and, after taking into account the disputed factual and legal issues involved in this action, the risks attending further prosecution, and the benefits to be received pursuant to the compromise and settlement of the action as set forth in the Settlement, concluded that the settlement terms are fair, reasonable, and in the best interest of the Class.

As the Settlement Agreement itself reveals, there is no preferential treatment for any segment of the class, as the Settlement is designed to compensate all Class Members fairly and adequately. And pursuant to California Rules of Court Rule 3.769(b), the parties have disclosed the agreed upon and proposed attorney fee award, which is well within the range of reasonableness for matters of this nature.

B. Plaintiff’s Investigation was Sufficient

Counsel for the Parties spent months prior to the mediation developing the factual record for this case, engaging in informal discovery and exchanges of documents and information, and drafting detailed mediation briefs, all of which ensured both sides were fully informed about the strengths and weaknesses of their respective positions at the mediation and during subsequent settlement negotiations. The Parties and their counsel attended a full-day mediation session before an experienced and well-respected mediator which resulted in the resolution of the case on a class and representative basis. Steve

1 Rottman is a nationally recognized mediator of complex class actions and employment
2 matters. In addition, the Parties are represented by skilled and experienced counsel with
3 extensive backgrounds in litigation and experience litigating. The Settlement Agreement
4 was reached after extensive investigation and research, calculations and risk evaluation,
5 substantial exchanges of documents, and Plaintiff's counsel's thorough factual
6 investigation, which were sufficient to evaluate Defendant's defenses. (Duel Decl., ¶ 86.)
7 The Settlement Agreement came only after the case was thoroughly investigated by
8 Plaintiff's counsel. Class counsel synthesized and analyzed information provided by
9 Defendant as to the total Class Members, the number of current and former employees, the
10 number of employees who worked during various time periods, and prepared comprehensive
11 damages calculations regarding the claims at issue.

12 **C. Class Counsel Is Experienced in Similar Litigation and Endorse the Settlement**

13 Class Counsel is experienced in this type of litigation, and has represented (and hereby does
14 represent) that this Settlement is fair and reasonable. (Duel ¶¶ 2- 17); see *7-Eleven Owners for*
15 *Fair Franchising v. Southland Corp.* (2000) 85 Cal.App.4th 1135, 1152 [Final approval of
16 settlement affirmed where counsel were all experienced litigators with class-action experience
17 and had recommended settlement based on the negotiated terms].)

18 **D. Reasonable Estimate of the Nature and Amount of Recovery**

19 Plaintiffs' Motion for Preliminary Approval contained a comprehensive *Kullar* analysis
20 (which sufficiently provided the Court with "basic information about the nature and magnitude
21 of the claims in question and the basis for concluding that the consideration being paid for the
22 release of those claims represents a reasonable compromise." (*Kullar v. Foot Locker Retail,*
23 *Inc.* (2008) 168 Cal.App.4th 116, 133.) Of course, a settlement is not judged against what might
24 have been recovered had a plaintiff prevailed at trial, nor does the settlement have to provide
25 100% of the damages sought to be fair and reasonable. (*Wershba v. Apple Computers,*
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1 *Inc.* (2001) 91 Cal.App.4th 246, 250.) (“Compromise is inherent and necessary in the settlement
2 process ... even if the relief afforded by the proposed settlement is substantially narrower than it
3 would be if the suits were to be successfully litigated, this is no bar to a class settlement because
4 the public interest may indeed be served by a voluntary settlement in which each side gives
5 ground in the interest of avoiding litigation.”)

6 In light of the uncertainties of protracted litigation, this negotiated settlement reflects the
7 best practicable recovery for the Class. While the total settlement amount is, of course, a
8 compromise figure, the potential risks and opportunities of both parties were effectively weighed
9 and considered by the parties, resulting in a fair and equitable settlement. Based upon detailed
10 data obtained through discovery and information exchanges, and factoring in claim certification
11 probabilities and liability probabilities, Class Counsel formulated detailed damages models to
12 evaluate the claims in preparation for mediation and in order to reach a realistic and reasonable
13 resolution.

14 Of course, Defendant denies that any damages should be assessed and denies all of the
15 value assessed by Plaintiff. Notwithstanding these arguments, the Settlement commits
16 Defendant to pay \$400,000 to settle the litigation.

17 **VI. THE REQUESTED ATTORNEYS’ FEES ARE FAIR AND REASONABLE**

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19 For efforts in creating a common fund for the benefit of the Class, the Settlement
20 Agreement provided that Class Counsel may seek reasonable fees of \$133,333.33 (one-third of
21 the Settlement Amount). This amount will be paid from the settlement amount, as provided by
22 the Settlement Agreement. These fees are warranted under the law and within the range of fees
23 commonly awarded in similar cases.

24 As shown herein, the requested percentage of one-third of the settlement fund as payment
25 for attorneys’ fees should be granted for several reasons, including one-third is the standard bench
26 mark in California for class action settlements (see e.g., *Chavez v. Netflix, Inc.* (2008) 162
27 Cal.App.4th 43, 66 n. 11 (“Empirical studies show that, regardless whether the percentage method
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1 or the lodestar method is used, fee awards in class actions average around one-third of the
2 recovery”), that the California Supreme Court recently held that the percentage of the fund
3 method survives in California class action cases (*Laffitte v. Robert Half International, Inc.*
4 (2016) 1 Cal.5th 480, and through the prism of a lodestar cross-check. Accordingly, this request
5 should receive final approval.

6 **A. Plaintiff Is Entitled to Recover Reasonable Attorney’s Fees Under the Labor**
7 **Code**

8 Plaintiff and the Class are entitled to recover reasonable attorneys’ fees, expenses and costs
9 under section 218.5 of the California Labor Code, which provides that, “[i]n any action brought
10 for the nonpayment of wages ... the Court shall award reasonable attorneys’ fees and costs to the
11 prevailing party.” In addition, Plaintiffs and the Class are entitled to recover reasonable
12 attorneys’ fees pursuant to section 1194.2 of the Labor Code, which provides that, “... any
13 employee receiving less than the legal minimum wage ... applicable to the employee is entitled
14 to recover in a civil action the unpaid balance of the full amount of this minimum wage...
15 including ... reasonable attorney’s fees, and costs of suit.” Plaintiff is also entitled to fees and
16 costs under section 226(e) of the Labor Code (employee who prevails on claim for itemized wage
17 statement violation “is entitled to an award of costs and reasonable attorneys’ fees”); under PAGA
18 (Labor Code § 2699(g), which provides “Any employee who prevails in any action shall be
19 entitled to an award of reasonable attorney’s fees and costs, including any filing fee paid”); and,
20 potentially, section 1021.5 of the California Code of Civil Procedure.

21 **B. Class Counsel’s Request for Fees Is Reasonable and Properly Calculated as a**
22 **Percentage of the Common Fund**

23 Under the “common fund” doctrine, the request for attorneys’ fees in the amount of 1/3 of
24 the common fund is reasonable and appropriate, because (1) it is within the approved range for
25 percentages awarded as attorneys’ fees in similar cases; (2) it is supported by the high quality of
26 Class Counsel’s work on this case and the results obtained for the Class; (3) the Class had
27 sufficient notice of the fee request; (4) it is supported by the fact that this case was handled on a
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contingency basis and was undertaken despite various risks and expenses; and (5) the lodestar cross-check supports the fee request.

***1. The Attorneys' Fees Requested Here Fall Within the Reasonable Range
Awarded in Similar Cases Under the Well-established Common Fund
Method***

The California Supreme Court has approved trial courts' usage of the common fund method of awarding attorneys' fees in wage and hour class actions, like this one, upholding a fee awarded of 1/3 of the total settlement amount obtained for the class. *See Laffitte*, 1 Cal.5th at 506; *see also*, 4 Newberg on Class Actions, § 14:6 at 552 ("fee awards in class actions average around one-third of the recovery"). Specifically, in *Laffitte*, the Court wrote: "[w]e join the overwhelming majority of federal and state courts in holding that when class action litigation establishes a monetary fund for the benefit of the class members, and the trial court in its equitable powers awards class counsel a fee out of that fund, the court may determine the amount of a reasonable fee by choosing an appropriate percentage of the fund created"). *Id.* at 506. The California Supreme Court also noted that trial courts have the discretion to award fees as a percentage of the common fund, with or without the necessity to conduct a lodestar cross-check. *Id.* ("...[Courts] ... retain the discretion to forgo a lodestar cross-check and use other means to evaluate the reasonableness of a requested percentage fee.")

The California Supreme Court's *Laffitte* decision was consistent with its prior rulings recognizing that "when a number of persons are entitled in common to a specific fund, and an action brought by ... plaintiffs for the benefit of all results in the creation or preservation of that fund, such ... plaintiffs may be awarded attorneys' fees out of the fund." *Serrano III v. Priest* (1977) 20 Cal.3d 25, 34; *Boeing Co. v. Van Gemert* (1980) 444 U.S. 472, 478 ("[A] lawyer who recovers a common fund . . . is entitled to reasonable attorneys' fees from the fund as a whole"). Notably, when fees are calculated as a percentage of the common fund, they should be calculated based on the amount that was available to be claimed, rather than as a percentage of the actual amount claimed. *See Id.* at 475-6, 480-1 (the SCOTUS held that attorneys for a successful class may recover a fee based on the fund created for the class, even if some class members make no

claims against the fund, so that money remains in it that will be returned to the defendant, explaining: “[t]heir [class members’] right to share the harvest of the lawsuit upon proof of their identity, whether or not they exercise it, is a benefit in the fund created by the efforts of the class representatives and their counsel.” See also *Williams v. MGM-Pathe Communs. Co.* (9th Cir. 1997) 129 F.3d 1026, 1027 (trial court “abused its discretion by basing the fee on the class members’ claims against the fund rather than on a percentage of the entire fund or on the lodestar”).

2. The High Quality of Work and Excellent Result Obtained Support the Award

In addition to the fact that a Class benefit was created with a \$400,000 non-reversionary common fund settlement, the fairness of the requested fee award of 1/3 of the Settlement Amount is supported by the high quality of work performed by Class Counsel and the positive result obtained for the Class. This great result occurred because Class Counsel diligently, efficiently, and creatively pursued this case and reached a successful settlement for the benefit of the entire Class. ***In fact, some Class Member will receive \$316.90 each, which is an great result.*** Moreover, the fact that the settlement was embraced and supported by the Class, as evidenced by a 100% participation rate, demonstrates that Class Counsel obtained a favorable result for the Class.

3. Class Members Had Sufficient Notice of the Requested Fees

Rule 3.769 of the California Rules of Court requires that the Class Members be given notice of any agreement regarding an application for attorneys’ fees. Here, the Notice preliminarily approved by the Court and distributed to the Class Members apprised them of the requested attorneys fees, which was consistent with the Notice.

The Class Notice also advised the Class Members of the procedures for objecting to the proposed settlement and appearing at the settlement hearing, where they could present their objections to any aspect of the settlement, including the amount of attorneys’ fees to be awarded to class counsel. (*Litwin v. iRenew Bio Energy Solutions, LLC* (2014) 226 Cal.App.4th 877, 883 [“[p]rocedural due process requires that affected parties be provided with ‘the right to be heard

at a meaningful time and in a meaningful manner”’].) In accordance with the foregoing, it is respectfully submitted that the instant notice Complied with Rule 3.769 and, as a result, the Class Members’ due process rights were fulfilled.

4. *The Contingent Nature of Class Counsel’s Representation of Plaintiffs and the Class Further Supports the Fee Award at 1/3 of the Common Fund*

An additional factor militating in favor of the granting of the requested fee award is the fact that this case was both legally and financially risky for Class Counsel. (*See Vizcaino v. Microsoft Corp* (9th Cir. 2002) 290 F.3d 1043, 1048-49.) Class Counsel have been representing the Class in this matter on a strictly contingency basis, and as such, incurred the risk of non-recovery after a substantial investment of time, money, and resources, and have done so since the inception of this case without any payment or compensation. Specifically, there was the prospect of enormous cost inherent in class action litigation, as well as a battle with a well-funded corporation who was represented by an experienced law firm; the risk that Defendant could prevail on its argument that the class should not be certified; and the risk that Defendant could prevail on the merits of some or all of the claims.

If Plaintiff had lost this case, Class Counsel would have recovered nothing, and would have lost its out-of-pocket costs. This is not an easy burden for Plaintiff’s Counsel, which is a small law firm. (Duel Decl. ¶ 34). If, despite these hardships and risks, the best Plaintiff’s Counsel could hope for is merely to be paid its customary hourly rate multiplied by the number of hours worked on all cases (including cases like this where the lodestar is far greater than the potential fee award), then Class Counsel would not be compensated for the hardships and serious risks they faced litigating this contingency case, and would not be incentivized to take on similar cases in the future. (*Id.*)

The court in *Horsford v. Board of Trustees of California State University*, 132 Cal.App.4th 359 (2005) analyzed this issue and held that, when determining the market-level compensation to award to contingent fee attorneys, the analysis must take into account the large risk inherent in such situations:

1 The market value of the services provided by plaintiffs' counsel in
2 a case of this magnitude must take into consideration that any
3 compensation has been deferred for up to four years from the time
4 an hourly fee attorney would begin collecting fees from his or her

5 client; that the demands of the present case substantially precluded
6 other work during that extended period, which makes the ultimate
7 risk of not obtaining fees all the greater (since the attorneys must
8 use savings or incur debt to keep their offices afloat and their
9 families fed during the years-long litigation); and that a failure to
10 fully compensate for the enormous risk in bringing even a wholly
11 meritorious case would effectively immunize large or politically
12 powerful defendants from being held to answer for constitutional
13 deprivations, resulting in harm to the public."

14 *Id.* at 399-400.

15 Indeed, as Class Counsel can attest, not all class/PAGA cases are successful.

16 Many cases end with no fees or a greatly reduced fee that is far less than lodestar, often due to
17 no fault of counsel (i.e., bankruptcy, change in the law, consolidation/coordination/preemption,
18 being top filed, etc.). According to Mayer Brown LLP's study entitled, An Empirical Analysis
19 of Class Actions, cited in *Laguna v. Coverall North America, Inc.*, No. 12-55479 (9th Circuit
20 2014), found that only one-third of class actions are successful, compared to two-thirds that are
21 defeated and result in no payment to the class members.¹

22 Thus, the contingent nature of this case supports a fee of one-third of the common fund.

23 **5. A Lodestar Cross-Check Confirms the Reasonableness of the Fee Award**

24 Despite recognized limitations of the so-called lodestar method, some California and federal
25 courts acknowledge the utility of a lodestar "cross-check."² (*Lealao, supra*, 82 Cal.App.4th at 46-
26 47.) Under the "lodestar multiplier" method of cross-checking the reasonableness of attorneys'

27 1

28 www.mayerbrown.com/files/uploads/Documents/PDFs/2013/December/DoClassActionsBenefitClassMembers.pdf

² In practice, the lodestar method is difficult to apply, time-consuming to administer, inconsistent in result, and capable of manipulation. In addition, the lodestar creates inherent incentive to prolong the litigation until sufficient hours have been expended. Herr, David F., *Manual for Complex Litigation*, § 14.121 (1988); See also *In re Activision* (N.D. Cal 1989) 723 F.Supp 1373.

1 fees in class actions, the court ascertains Class counsel’s total “lodestar” amount by multiplying
2 the number of hours reasonably expended by each attorney or legal staff member by their hourly
3 rates, and then enhances or reduces this lodestar figure by a “multiplier” to account for a range
4 of factors, such as the novelty or difficulty of the case, its contingent nature, and the degree of
5 success achieved. *PLCM Group, Inc. v. Drexler* (2000) 22 Cal.4th 1084, 1095-96; *Press v. Lucky*
6 *Stores, Inc.* (1983) 34 Cal.3d 311, 322; *Lealao, supra*, 82 Cal.App.4th at 43 [court has discretion
7 to use a multiplier to ensure that the “fee awarded is within the range of fees freely negotiated in
8 the legal marketplace in comparable litigation”].)

9 Historically, California courts have approved multipliers of 1.5 to 4. *See Coalition for*
10 *Los Angeles County Planning v. Board of Supervisors* (1977) 76 Cal.App.3d 241, 251
11 **(multiplier of 2+ approved)**; *Sternwest Corp v. Ash* (1986) 183 Cal.App.3d 74, 75. The
12 multiplier requested by Class Counsel below is within the range of multipliers found to be
13 appropriate by various federal and state courts in California. In *Sternwest Corp. v. Ash*, for
14 instance, the Court of Appeal remanded for a lodestar enhancement of “**two, three, four or**
15 **otherwise.**” *Id.* at 76; *see also Wershba*, 91 Cal.App.4th at 255 (“**Multipliers can range from**
16 **2 to 4 or even higher**”); *City of Oakland v. Oakland Raiders* (1988) 203 Cal.App.3d 78, 83
17 **(affirming 2.34 multiplier)**; *Coalition for Los Angeles County Planning in the Pub. Interest v.*
18 *Board of Supervisors*, 76 Cal.App.3d 241, 251 **(affirming multiplier of approximately 2)**;
19 *Craft v. County of San Bernardino*, 2008 U.S. Dist. LEXIS 27526 (C.D. Cal. Apr. 1, 2008)
20 **(applying 5.2 multiplier)**; *See also Steinder v. Am. Broadcasting Co., Inc.* (9th Cir. 2007) 248
21 Fed. Appx. 780, 783 **(approving multiplier of 6.85** and citing cases with comparable or higher
22 multipliers); *Vizcaino v. Microsoft Corp.* (9th Cir. 2002) 290 F.3d 1043, 1051 (finding no abuse
23 of discretion in **awarding a multiplier of 3.65**). In *Torchia v. WW Grainger, Inc.* (E.D. Cal.
24 2014) 304 F.R.D. 256, 275-278, a federal magistrate in Fresno approved attorneys’ fees of
25 \$550,000 **constituting a 3.57 multiplier** on class counsel’s total lodestar of \$153,856 in a wage
26 and hour class action.
27
28

1 The actual aggregated lodestar between the Plaintiff's attorneys that worked on this case
2 is approximately \$116,760. This results in a fair and reasonable 1.14 multiplier, as summarized
3 in the following table, and in the submitted declaration of Plaintiffs' counsel:

4 Jasmine A. Duel has 15 years of employment litigation experience and her rate is \$700
5 per hour and she worked 166.8 hours on this case. Grand total of work at her hourly rate is
6 \$116,760 See Duel Decl ¶38

7 Class Counsel's hourly rates are comparable to those of other attorneys with equal or
8 similar experience, if not somewhat lower (*i.e.*, the Laffey Matrix at www.laffeymatrix.com
9 indicates that the benchmark rates are: \$777/hour for an 8–10-year attorney, \$878/hour for a 11–
10 19-year attorney, and \$1,057/hour for a 20+ year attorney). (Duel Decl., ¶ 35.)

11 Moreover, the Wolters Kluwer 2023 Real Rate Report ("Real Rate Report") provides
12 directly applicable information in this regard. The Real Rate Report is based on an enormous
13 and statistically significant compilation of data, comprising millions of billing entries from a
14 hundred thousand individual timekeepers who worked at thousands of law firms. The Real Rate
15 Report then compiles and analyzes this data to provide the hourly rates for partners and associates
16 in major metropolitan areas. For the southern California area: (a) the rate for partners in Los
17 Angeles is between \$840 and \$1,159 per hour for the middle and upper quartiles, and (b) the rates
18 for associates with seven or more years of experience, the median rate is \$674 per hour, and the
19 upper quartile rate is \$888 per hour. And, perhaps most importantly, the information provided in
20 the Real Rate Report is not based on self-reported numbers, surveys, sampling, or reviews or
21 other publications – instead, the Real Rate Report is based on the actual hours and fees billed by
22 law firms, which makes it "a much better reflection of true market rates than self- reported rates
23 in all practice areas." *Brown v. CVS Pharmacy, Inc.* (C.D. Cal. Apr. 24, 2017) 2017 U.S. Dist.
24 LEXIS 182309, at *21; *PLCM Group*, 22 Cal.4th at 1085 (holding that Rates should be premised
25 upon precisely this form of independent, "objective" rate data that reflects "fair market" rates
26 actually billed to clients "in the community for similar work"). (Duel Decl., ¶ 17-19.)
27
28

1 Class Counsel is also highly experienced in Class/PAGA litigation and general
2 employment matters, including but not limited to individual wage and hour cases as well.
3 Class counsel as been selected as “Super Lawyer” numerous times of the last several years,
4 having achieved large settlements (Duel Decl. ¶¶ 2- 6). Indeed, Class Counsel’s rates are
5 typical of the rates charged by defense counsel with similar experience doing similar
6 employment law work in this region.

7 Thus, Plaintiff’s Counsel’s rates reasonable and typical, and the attorneys’ fees
8 requested confirm that the fee request is fair and reasonable under the lodestar multiplier cross-
9 check. (Duel Decl. ¶¶ 37).

10 **V. THE REQUESTED COSTS AND SERVICE AWARDS ARE REASONABLE**

11 **A. The Requested Costs Are Reasonable and Merit Approval**

12 The Settlement Agreement authorized litigation expenses up to \$30,000. (Settlement
13 Agreement). However, Class Counsel’s actual combined costs through the final Approval
14 hearing are estimated to be \$18,267.35. Since Class Counsel’s actual costs were less than
15 the amount allocated, the saving will be placed in the Net Settlement Amount.
16

17 These costs include mediation fees, filing fees, court fees, and process server fees.

18 **B. The Requested Service Awards are Reasonable and Merit Approval**

19 A named plaintiff is an essential ingredient of any class action and an incentive award
20 is appropriate to induce individuals to step forward and assume the burdens and obligation
21 of representing the Class. Courts regularly approve service payments to compensate named
22 Plaintiffs for their service to the class and the risks they incurred during the course of the
23 litigation. (*See, e.g. Bell v. Farmers Insurance Exchange* (2004) 115 Cal.App.4th 715, 726
24 (upholding “service payments” to named Plaintiff for their efforts in bringing class action);
25 *Rodriguez v. West Publishing* (9th Cir. 2009) 563 F.3d 948, 959 (stating that incentive awards
26 are “intended to compensate class representatives for work done on behalf of the class, to make
27 up for financial or reputational risk undertaken in bringing the action, and, sometimes, to
28

recognize their willingness to act as a private attorney general.”)

Under the Settlement, Defendant agreed to pay Service Awards in the amount of \$5,000 to Maria Teresa Rol in recognition of her contribution as the Class Representatives and the fact that she agreed to a general release of all claims. In addition, Plaintiff also undertook significant risks, including the risk of being blackballed in the industry and the risk that they could have been liable for Defendant’s costs if they lost.

This factor is a significant one for a wage earner, and the potential risk is very real. (*See Whiteway v. FedEx Kinkos Office & Print Svcs., Inc.* (N.D. Cal. Dec. 17, 2007) No. C 05-2320 SBA, 2007 WL 4531783, at *3 (“the few courts to consider this ‘class representatives’ dilemma’ have not found it inequitable to assess costs upon the lead or named plaintiff in a class action.”).)

Plaintiff also committed a significant number of hours to assist with the litigation/settlement processes of this case. Finally, she entered into a general release of all claims against Defendant, whereas the Class Members only released the claims alleged. The requested Service Payment is reasonable, particularly in light of the substantial benefits Plaintiff generated for the Class Members, the risks she undertook, and in exchange for executing a general release against Defendant while giving up the right to pursue separate individual claims. (See Rol Declaration ¶¶ 3-10.)

The Notice sent to each Class Member detailed the proposed service award. No Class Member has objected to the proposed payment to Plaintiff. Thus, Plaintiff requests that the Court approve the award because it is both reasonable and appropriate.

VI. OTHER MATTERS RE FINAL APPROVAL

A. Settlement Administration Costs

The parties agreed that the Administrator, ILMY, would be compensated for services performed. The Administrator’s flat fee is \$9,950. (Castro Decl., ¶ 16; Exhibit B thereto.)

1 **B. Notice of Final Judgment to the Class**

2 The Proposed Final Approval Order directs the Settlement Administrator to give
3 notice of entry of judgment by including a postcard to the Class Members at the same
4 time the checks are mailed.
5

6 **C. Uncashed Checks**

7 The Settlement Agreement provides that unclaimed funds will be submitted to the
8 California State Controller's Unclaimed Property Fund in the name of the Class Member thereby
9 leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure
10 Section 384, subd. (b). (S.A. Section 3.06f).
11

12 **D. Final Report**

13 Defendant's payment is due within thirty calendar days after the date that the Court
14 grants Final Approval. The Administrator then has 10 days thereafter to process the funds
15 and issue checks to the Class Members, who will then have 180 days to cash their checks.
16 Accordingly, the Parties project that the check cashing deadline will occur on approximately
17 February 24, 2026.
18

19 The Proposed Order filed herewith contains a proposed timeline, including having
20 the Parties submit a declaration from the Administrator on April 6, 2026, attesting to its
21 disbursement of all payments required under the Settlement Agreement, and then holding
22 a disbursement hearing thereafter at the Court's convenience.
23

24 **E. Submission to the LWDA**

25 As set forth in the Duel Declaration at ¶ 42, the Settlement Agreement and This
26 motion are concurrently being submitted to the LWDA in accordance with Labor Code
27 § 2699(1)(2). The LWDA has not commented on the Settlement to date.
28

1 **VII. CONCLUSION**

2 Plaintiff respectfully submits that the Settlement is fair, adequate, and reasonable and
3 merits final approval.

4
5 DUEL LAW FIRM

6 

7 Dated: May 15, 2025

8 BY _____
9 JASMINE A. DUEL
10 Attorneys for Plaintiff
11 Maria Teresa Rol

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PROOF OF SERVICE

I am a resident of the State of California, over the age of eighteen years, and not a party to the within action. My business address is: 270 North Cañon Drive, Third Floor, Beverly Hills, California, 90210. On May 15, 2025, I served the herein described document(s) through the means indicated below.

MOTION FOR FINAL APPROVAL

- ☒ E-MAIL - by transmitting via electronic mail the document(s) listed above to the e-mail addresses set forth below.
- ☐ MAIL - by placing the document(s) listed above in a sealed envelope with postage thereon fully prepaid, in the United States mail to the addresses listed below.
- ☒ ELECTRONICALLY – caseanywhere.com

Law Offices of
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I am readily familiar with the firm's practice of collection and processing correspondence for faxing, mailing and e-mailing. With regard to mailing, under that practice it would be deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on May 15, 2025 at Beverly Hills, California.



Jasmine A. Duel