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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO**

FELISSIA FRY, individually, and on behalf
of other members of the general public
similarly situated and on behalf of other
aggrieved employees pursuant to the
California Private Attorneys General Act;

Plaintiff,

vs.

MERAKEY ALLOS, a Pennsylvania
corporation; and DOES 1 through 100,
inclusive,

Defendants.

Case Nos.: 37-2022-00032123-CU-OE-CTL

Honorable Loren G. Freestone
Department C-64

CLASS ACTION

**PLAINTIFF'S NOTICE OF MOTION
AND MOTION FOR ATTORNEYS'
FEES AND COSTS, AND INCENTIVE
AWARD; MEMORANDUM OF POINTS
AND AUTHORITIES**

Date: January 9, 2026
Time: 10:30 AM
Department: C-64

Complaint Filed: August 11, 2022
FAC Filed: October 20, 2022
SAC Filed: September 24, 2024
Trial Date: None Set

1 **PLEASE TAKE NOTICE** that on January 9, 2026, at 10:30 AM, in Department C-64 of the
2 above-entitled Court, located at 330 W Broadway, San Diego, California 92101, Plaintiff Felissia Fry
3 (“Plaintiff” or “Class Representative”) will and hereby does move for an order awarding the following
4 pursuant to the Joint Stipulation of Class Action and PAGA Settlement and Release (“Settlement,”
5 “Agreement,” or “Settlement Agreement”):

6 2. Awarding payment in the amount of **\$682,062.50** to Lawyers *for* Justice, PC (“Class
7 Counsel”), representing thirty-five percent (35%) of the Escalated Gross Settlement Amount,¹ for
8 attorneys’ fees, which is reasonable and justified on a percentage-basis and also based on a lodestar cross-
9 check;

10 3. Awarding payment in the amount of **\$14,356.27** to Class Counsel for reimbursement of
11 litigation costs and expenses;

12 4. Awarding payment in the amount of **\$7,500.00** to Plaintiff Felissia Fry, as an Incentive
13 Award; and

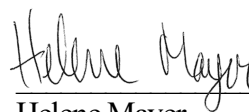
14 This Motion is made pursuant to Rule 3.769 of the California Rules of Court, which requires
15 approval by the Court of a class action settlement.

16 This motion is based upon the following Memorandum of Points and Authorities; the
17 Declarations of Class Counsel (Helene Mayer) and Class Representative (Felissia Fry) in support thereof;
18 as well as the concurrently-filed Notice of Motion and Motion for Final Approval of Class Action and
19 PAGA Settlement and the Declaration of the Settlement Administrator (Fatima Montanez of Simpluris)
20 in support thereof; the pleadings and other records on file with the Court in this matter; and such evidence
21 and oral argument as may be presented at the hearing on this motion.

22 Dated: December 16, 2025

LAWYERS for JUSTICE, PC

23
24 By:



Helene Mayer

Attorneys for Plaintiff and the Class

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27
28 ¹ The escalator clause provision in the Settlement Agreement was triggered, which increased the Gross Settlement Amount from
\$1,800,000.00 to \$1,948,750.00.

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MEMORANDUM OF POINTS AND AUTHORITIES

I. SUMMARY OF MOTION

Plaintiff Felissia Fry (“Plaintiff” or “Class Representative”) seeks an award of attorneys’ fees in the amount of \$682,062.50, which is thirty-five percent (35%) of the Escalated Gross Settlement Amount, and reimbursement of litigation costs and expenses in the amount of \$14,356.27 (together, referred to as the “Attorneys’ Fees and Costs”)² to Lawyers for Justice, PC (“Class Counsel”) and payment in the amount of \$7,500.00 to Plaintiff Felissia Fry (“Incentive Award”)³ as provided by the Joint Stipulation of Class Action and PAGA Settlement and Release (“Settlement,” “Agreement,” or “Settlement Agreement”) entered into by and between Plaintiff and Defendant Merakey Allos (“Defendant”) (together with Plaintiff, the “Parties”).

This matter involved, and the settlement is the product of meaningful and extensive investigations, and review and analysis of a large volume of information, documents, and data exchanged by the Parties in the course of litigation and mediation and settlement negotiations (which involved one full day mediation conducted by Deborah C. Saxe, Esq.).⁴

This case has required 345.20 hours of attorney time by Class Counsel.⁵ As will be demonstrated herein, the request for attorneys’ fees, which represents thirty-five percent (35%) of the Escalated Gross Settlement Amount, is fully supported by the use of the percentage-fee method. Courts have historically awarded fees of up to fifty percent (50%) of the recovery. The requested attorneys’ fees are also supported under the lodestar cross-check method.⁶

Plaintiff also moves for payment in the amount of \$7,500.00 as an Incentive Award, to compensate Plaintiff for the time and efforts that she expended spearheading this lawsuit on behalf of the Class, PAGA Group Members, and the State of California.

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² The escalator clause provision in the Settlement Agreement was exceeded, which increased the Gross Settlement Amount from \$1,800,000.00 to \$1,948,750.00. See Joint Stipulation of Class Action and PAGA Settlement (“Settlement,” “Agreement,” “Settlement Agreement”), ¶ 7.a.; Declaration of Fatima Montanez Regarding Notice and Settlement Administration (“Simpluris Decl.”) ¶ 10.

³ Settlement Agreement, ¶ 7.m.

⁴ Declaration of Helene Mayer (“Mayer Decl.”), ¶ 9.

⁵ Mayer Decl., Exh. 1.

⁶ Applying a multiplier of 1.98, the total enhanced lodestar fees are \$683,496.00, and Class Counsel seeks an attorneys’ fees award of \$682,062.50 (equal to 35% of the Escalated Gross Settlement Amount).

The requests for Attorneys' Fees and Costs and Incentive Award were fully disclosed in the Notice of Class Action Settlement ("Class Notice") that was mailed to the Class Members. Most importantly, as of the date of this Motion, *no Class Member has objected to the Settlement or to the contemplated Attorneys' Fees and Costs or Incentive Award.*

Accordingly, the Court should award the Attorneys' Fees and Costs and Incentive Award in the full amounts requested herein.

II. RELEVANT PROCEDURAL HISTORY AND FACTUAL BACKGROUND SINCE PRELIMINARY APPROVAL

For a discussion of relevant procedural history and facts regarding this matter since preliminary approval, please see the Declaration of Helene Mayer at paragraphs 2 to 4.

III. SUMMARY OF THE SETTLEMENT TERMS AND NOTICE ADMINISTRATION

Under the terms of the Settlement Agreement, Defendant has agreed to pay an Escalated Gross Settlement Amount of \$1,948,750.00 on a non-reversionary basis,⁷ and separately the amounts necessary to pay its Employer Taxes.⁸ Subject to approval by the Court, the Net Settlement Amount will be calculated by deducting the following amounts from the Escalated Gross Settlement Amount: (1) Attorneys' Fees and Costs, consisting of attorneys' fees in an amount of \$682,062.50 (i.e., up to 35% of the Escalated Gross Settlement Amount) and reimbursement of costs and expenses of \$14,356.27 to Class Counsel; (2) settlement administration costs of \$8,450.00 to the Settlement Administrator ("Settlement Administration Costs"); (3) payment to the LWDA of its 75% share of the PAGA Penalties (i.e., \$112,500.00 out of \$150,000.00) ("LWDA Payment"); (4) Individual PAGA Payments to PAGA Group Members of their 25% share of the PAGA Penalties (i.e., \$37,500.00 out of \$150,000.00) and (5) Enhancement Payment in the amount of \$7,500.00 to Plaintiff Felissa Fry ("Incentive Award").⁹ The Net Settlement Amount, which is estimated to be \$1,086,381.23, will be fully distributed to Settlement Class Members in accordance with the Settlement Agreement.¹⁰

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⁷ Settlement Agreement, ¶ 7.s.; Simpluris Decl. ¶ 10.

⁸ Settlement Agreement, ¶ 7.s.

⁹ *Id.*, ¶¶ 7.a., 7.m., 7.p., 7.t., 7.u., 7.y., & 7.jj.

¹⁰ Simpluris Decl., ¶ 16.

On September 2, 2025, Simpluris mailed the Class Notice via U.S. first class mail to all 1,107 individuals identified as Class Members in the Class Data and List.¹¹ As of the date of this Motion, the Settlement Administrator has received zero (0) Notices of Objection and one (1) Request for Exclusion from Class Members by the Response Deadline of November 1, 2025 or the extended Response Deadline of November 16, 2025 for those Class Notices that were re-mailed.¹²

To date, there are 1,106 Class Members who did not submit a timely and valid Request for Exclusion (“Settlement Class Members”), and who will be paid their portion of the Net Settlement Amount, of which 918 are also PAGA Group Members.¹³ The Net Settlement Amount of approximately \$1,086,381.23 and the PAGA Penalties of \$150,000.00 will be distributed in accordance with the terms of the Settlement.¹⁴ The highest Individual Settlement Share is currently estimated to be at least \$6,481.29 and the average Individual Settlement Share is currently estimated to be at least \$981.37.¹⁵ The highest Individual PAGA Payments to a PAGA Group Member is current estimated to be \$155.73 and the average Individual PAGA Payments is currently estimated to be \$33.88.¹⁶

IV. THE ATTORNEYS’ FEES REQUESTED SHOULD BE APPROVED.

A. A Fee Award of a Percentage of the Entire Fund Is Appropriate.

Under the terms of the Settlement Agreement, Defendant will pay an Escalated Gross Settlement Amount of \$1,948,750.00.¹⁷ The requested attorneys’ fees are thirty-five percent (35%) of the total value of the monetary settlement.¹⁸ In light of Class Counsel’s successful prosecution and resolution of this matter, the requested attorneys’ fees are appropriate and reasonable.

Where the amount of a settlement is a “certain easily calculable sum of money,” California courts may calculate attorneys’ fees as a reasonable percentage of the settlement. Weil and Brown, *California Practice Guide, Civil Procedure Before Trial*, Chapter 14, § 14:145; *In re Bluetooth Headset Prods. Liab. Litig.* (9th Cir. 2011) 654 F.3d 935, 942 (The percentage method is particularly appropriate where a monetary settlement has been recovered and “the benefit [recovered can be] easily quantified.”);

¹¹ Simpluris Decl., ¶ 8.

¹² *Id.*, ¶¶ 11- 13.

¹³ *Id.*, ¶ 15.

¹⁴ *Id.*, ¶ 16.

¹⁵ *Id.*, ¶ 17.

¹⁶ *Id.*, ¶ 19.

¹⁷ Settlement Agreement, ¶ 7.s; Simpluris Decl., ¶ 10.

¹⁸ Settlement Agreement, ¶ 7.a.

1 *see also Laffitte v. Robert Half Int'l Inc.* (2016) 1 Cal.5th 480, 503; *Dunk* at 1808. Courts may calculate
2 and award attorneys' fees as a percentage of a monetary fund that has, by litigation, been preserved or
3 recovered for the benefit of others. *Laffitte* at 486 & 506. Trial courts "retain the discretion to forgo a
4 lodestar cross-check and [may] use other means to evaluate the reasonableness of a requested percentage
5 fee." *Id.* (internal quotes omitted); see also *Wershba, supra*, 91 Cal.App.4th at 253.

6 Courts award fees as an economic incentive for lawyers to pursue litigation that will enhance and
7 facilitate access to the judicial system for meritorious claims, deter wrongdoing, and address multiple
8 similar alleged wrongs that would not be economically feasible to pursue individually, such as here. See
9 A. Conte, *Attorney Fee Awards* (2d ed. 1993) 104, at 6.

10 The percentage fee method is preferred in representative actions because "it better approximates
11 the workings of the marketplace than the lodestar approach." *Lealao v. Beneficial Cal., Inc.* (2000) 82
12 Cal.App.4th 19, 49. California law provides that the award for attorneys' fees should be equivalent to
13 fees freely negotiated in the legal marketplace and paid in comparable litigation based on the result
14 achieved and risk incurred. *Id.* at 47-50; *Laffitte* at 503. In cases where the settlement agreement
15 provides that the defendant will pay the plaintiff's attorneys a percentage of the fund created by the
16 settlement, use of that percentage method is appropriate. *Lealao* at 32. Fee awards that are too small will
17 "chill the private enforcement essential to the vindication of many legal rights and obstruct the
18 representative actions that often relieve the courts of the need to separately adjudicate numerous claims."
19 *Id.* at 53. Therefore, fees in representative actions should approximate the probable terms of a contingent
20 fee contract negotiated by a sophisticated attorney and client in comparable litigation. *Id.* at 48. "The
21 ultimate goal . . . is the award of a 'reasonable' fee to compensate counsel for their efforts, irrespective of
22 the method of calculation." *Consumer Privacy Cases* (2009) 175 Cal.App.4th 545, 557-58 (quoting
23 *Apple Computer, Inc. v. Superior Court* (2005) 126 Cal.App.4th, 1253, 1270).

24 Class Counsel's application for attorneys' fees in light of the facts and circumstances
25 surrounding the case is well-within the range of reasonableness. Courts have awarded fees as high as
26 50% of the settlement in complex actions, depending on the circumstances of the case.¹⁹

27 ¹⁹ See *In re Ampicillin Antitrust Litig.* (D.D.C. 1981) 526 F.Supp. 494 (awarding attorneys' fees in the amount of 45% of the \$7.3
28 million total settlement amount); *Beech Cinema, Inc. v. Twentieth-Century Fox Film Corp.* (S.D.N.Y. 1979) 480 F.Supp. 1195
(awarding approximately 53% of the settlement as attorneys' fees). California courts routinely approve attorneys' fees awards
"average[ing] around one-third of the recovery." *Chavez v. Netflix, Inc.* (2008) 162 Cal.App.4th 43, 66 n.11 (lower court found
the range of contingency fees in marketplace to be 20%-40% and determined such a percentage fee was appropriate).

Class Counsel has performed significant work in this matter, as discussed in the Declaration of Helene Mayer with the very real possibility of an unsuccessful outcome and no fee recovery of any kind.²⁰ In the present matter, Class Counsel has borne all of the risks and costs of litigation and will not receive any compensation until recovery is obtained.²¹ Class Counsel is experienced in complex wage-and-hour litigation and used that experience to obtain a significant settlement recovery for Plaintiff, the Class, and the State of California.²² Considering the amount of fees requested, work performed, risks incurred, results obtained, and experience of Class Counsel in handling similar matters, Plaintiff maintains that the requested attorneys' fees are reasonable and should be awarded.

Compensating class counsel in class litigation on a percentage basis, as requested herein, makes good sense because: (1) it is consistent with the private marketplace where contingent fee attorneys are customarily compensated on such a basis; (2) it aligns the interests of class counsel and absent class members in achieving the maximum possible resolution of the case; and (3) it encourages the most efficient and expeditious resolution of the litigation by providing an incentive for early, yet reasonable, settlement. The attorney fee request here satisfies all of these factors and should be approved on a percentage basis.

The percentage method is consistent with, and is intended to mirror, the practice in the private marketplace where contingent-fee attorneys typically negotiate percentage-fee arrangements with their clients. The named plaintiff's agreement to pay a contingent fee is powerful evidence of a reasonable fee. One of the best ways to demonstrate the value of counsel's work to the class is to review the consideration agreed to be paid by the named plaintiff. If the named plaintiff has employed counsel on a contingency-fee basis, it would indeed be inequitable for the members of the class, who will enjoy the benefits of the settlement without incurring the risks of bringing the claim, to pay less than the named plaintiff. In this case, Plaintiff has agreed to a contingency fee agreement of at least thirty-five percent (35%) of the recovery.²³

Class Counsel has obtained a substantial recovery on behalf of Plaintiff, the Class, and the State of California and the results achieved justify an attorneys' fees award that is the equivalent of the

²⁰ Mayer Decl., ¶ 13.

²¹ *Id.*, ¶ 21.

²² *Id.*, ¶¶ 16-20.

²³ *Id.*, ¶ 11.

standard market fee and that is consistent with the contingency-fee agreement entered into by and between Plaintiff and Class Counsel. Thus, the requested attorneys' fees are appropriate.

B. The Attorneys' Fees Requested Are Reasonable Based on the Factors Considered in Determination of Fee Awards.

The factors which courts consider in determining whether fee awards are reasonable, all of which support the fee award requested by Class Counsel, are: the time and labor required; the novelty and difficulty of the questions involved; the skill requisite to perform the legal services properly; the preclusion of other employment by the attorney due to the acceptance of the case; the customary fee; whether the fee is fixed or contingent; the time limitation imposed by the client or the circumstances; the amount involved and results obtained; the experience, reputation, and ability of the attorney; the undesirability of the case; the nature and length of the professional relationship with the client; and awards in similar cases. *Camden I Condominium Association, Inc. v. Dunkel* (11th Cir. 1991) 946 F.2d 768, 772. Some of the most relevant factors to this Court's fee determination will be addressed below.

The award of attorneys' fees in the amount of \$682,062.50 (which is 35% of the Escalated Gross Settlement Amount) is commensurate with the time, effort, and expense dedicated to this matter, the contingent nature of Class Counsel's fee recovery and the risks taken, the skill and determination required, the results that Class Counsel has achieved, and the value of the settlement that Class Counsel has obtained in this matter.

1. Time & Labor.

Class Counsel used its experience and skills, and dedicated the full extent of resources, to litigate and bring this matter to a successful conclusion.²⁴

As outlined in the Declaration of Helene Mayer, Class Counsel has fully and actively participated in litigation of this matter.²⁵ Prior to commencing the lawsuit, Class Counsel had conducted a significant amount of investigation into the factual and legal issues, Defendant's business and its operations, and employment policies, practices, and procedures.²⁶ During the litigation of this matter, Class Counsel had the opportunity to interview Plaintiff, Class Members, PAGA Group Members and/or other

²⁴ Mayer Decl., ¶¶ 7-9, & 12.

²⁵ *Id.*, ¶ 7-9; Exh. 1.

²⁶ *Id.*, ¶ 8.

percipient witnesses; reviewed and analyzed of a large volume of information, documents and data obtained from Defendant, Plaintiff, and other sources; and prepared liability, damages, penalties, and valuation calculations.²⁷ Class Counsel also met and conferred with Defendant's counsel on numerous occasions e.g., to discuss issues relating to the pleadings, case management, informal discovery, and the production of information, documents and data among other things, and prepared for and attended court proceedings, mediation, and settlement negotiations.²⁸

Counsel has dedicated staffing and monetary resources necessary to prosecute this matter diligently and with maximum efficiency and has fully and actively participated in the litigation process.²⁹ The Attorney Task and Time Chart, which is attached as “**EXHIBIT 1**” to the accompanying Declaration of Helene Mayer, sets forth in detail the hours that attorneys at Lawyers for Justice, PC have spent performing tasks in this matter.³⁰ Class Counsel has spent **345.20 hours** performing tasks and to obtain a significant recovery in this matter.³¹ These hours were required to bring this matter to its successful conclusion. In light of the value of Class Counsel's work and the carrying of costs involved in litigating this matter, the requested attorneys’ fees are fair, adequate, and reasonable.

2. The Skill Required to Perform Legal Services Properly.

The skill required to properly litigate this matter is evident from the results achieved, the steps necessary to reach those results, and that Defendant retained well-respected counsel to represent it.

Class Counsel exercised its skill to perform significant investigation, analysis, and research prior to filing this case, during the litigation, and prior to and during the mediation and settlement negotiations. Class Counsel took steps to prepare the matter for class certification and representative adjudication and had every intention of taking this matter to trial on a class-wide basis if Defendant did not offer an appropriate class-wide settlement. Despite all of the obstacles that had to be overcome, as demonstrated in the Declaration of Helene Mayer, Class Counsel used its extensive experience in the handling of class actions and complex wage-and-hour matters in order to obtain the Settlement with maximum efficiency.³²

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²⁷ Mayer Decl., ¶ 7.

²⁸ *Ibid.*

²⁹ *Id.*, ¶ 14; Exh. 1.

³⁰ *Id.*, Exh. 1.

³¹ *Id.*, ¶ 14; Exh. 1.

³² *Id.*, ¶¶ 16-20.

1 **3. *Whether the Fee Is Fixed or Contingent.***

2 Plaintiff entered into a contingency fee agreement with Class Counsel, and the representation of
3 the Class provided by Class Counsel has been wholly contingent.³³ Class Counsel has invested **345.20**
4 **hours** of time to obtain relief on behalf of Plaintiff, the Class, and the State of California.³⁴ Class
5 Counsel has also incurred litigation costs and expenses in the amount of \$14,356.27.³⁵ Thus, Class
6 Counsel has borne all of the risks and costs of litigation and will not receive any compensation until
7 recovery is obtained.³⁶

8 In determining the reasonableness of a fee award in a class action settlement, whether or not
9 representation is provided on a contingency basis is an important factor:

10 A contingent fee must be higher than a fee for the same legal services paid as they are
11 performed. The contingent fee compensates the lawyer not only for the legal services he
12 renders but for the loan of those services. A lawyer who both bears the risk of not being
13 paid and provides legal services is not receiving the fair market value of his work if he is
14 paid only for the second of these functions. If he is paid no more, competent counsel will
15 be reluctant to accept fee award cases.

16 *Cates v. Chiang* (2013) 213 Cal.App.4th 791, 823 (internal quotes and citations omitted). Class Counsel
17 litigated this matter on a contingent basis with all of the concomitant risk factors inherent in such an
18 uncertain undertaking. Had Class Counsel not been successful, the time that Class Counsel has devoted
19 to litigating this matter would have been for naught, and would not have produced any fee or any
20 reimbursement of costs or expenses. *See Vizcaino v. Microsoft* (9th Cir. 2002) 290 F.3d 1043, 1048-49
21 (discussing the risks of engaging in litigation without certainty of compensation).

22 **4. *The Amount Involved and the Results Achieved.***

23 The Settlement represents an excellent resolution of this matter, given the risks inherent in
24 litigating the matter through class certification proceedings, trial, and/or appeals. Had this matter not
25 settled, Defendant would have vigorously challenged certifiability, manageability, and liability.
26 Defendant, however, faced risks if the Court certified a class and allowed a jury to decide the claims.
27 Additionally, preparing this matter for trial would have been expensive for the Parties. The Settlement at
28 this stage is preferred over continued litigation because such resolutions save time and money that would

³³ Mayer Decl., ¶ 11.

³⁴ *Id.*, ¶ 14; Exh. 1.

³⁵ *Id.*, ¶ 21.

³⁶ *Ibid.*

otherwise go to litigation. The risks and expenses of further litigation outweighed any benefit that might have been gained otherwise. The Settlement provides an immediate recovery, as opposed to an uncertain result in the future after costly, risk, and prolonged litigation involving expert discovery, trial preparation, class certification proceedings, and appellate review of those proceedings.

The results achieved, in light of the difficulties inherent in similar cases and the specific difficulties faced in this matter, are considerable.³⁷ Class Counsel obtained a settlement of \$1,948,750.00.³⁸ The Settlement has yielded a positive response from the Class Members—no Class Members objected to the Class Settlement and only one has opted-out.³⁹

5. *The Reputation and Ability of the Attorneys.*

Lawyers for Justice, PC is a recognized class action law firm that employed its attorneys' knowledge, skills, and experience in bringing this case to a successful conclusion.⁴⁰ Class Counsel has years of complex and class action litigation experience, has recovered millions of dollars on behalf of thousands of individuals in California, and has successfully handled numerous significant wage-and-hour class action and complex cases.⁴¹

C. The Lodestar Methodology Also Justifies Approval of the Requested Fees.

While the percentage-of-the-benefit approach is endorsed as the better approximation of the workings of the marketplace than the lodestar approach, courts may also use the lodestar method to “cross-check” the results of the other.⁴² The lodestar is calculated based on reasonable hours at reasonable prevailing hourly rates for the attorneys, and counsel is entitled to compensation for every hour reasonably spent on the matter. *Ketchum v. Moses* (2001) 24 Cal.4th 1122, 1131-33. The reasonableness of hours is assessed by “the entire course of the litigation, including pretrial matters, settlement negotiations, discovery, litigation tactics, and the trial itself[.]” *Vo v. Las Virgenes Municipal Water Dist.* (2000) 79 Cal.App.4th 440, 447.

³⁷ Mayer Decl., ¶¶ 7-9.

³⁸ Settlement Agreement, ¶ 7.s; Simpluris Decl., ¶ 10.

³⁹ Simpluris Decl., ¶¶ 12 & 13.

⁴⁰ Mayer Decl., ¶¶ 16-20.

⁴¹ *Ibid.*

⁴² *Laffitte, supra*, 1 Cal.5th at 505 (explaining that “[a] lodestar cross-check is simply a quantitative method for bringing a measure of the time spent by counsel into the trial court’s reasonableness determination” and “the lodestar calculation . . . does not override the trial court’s primary determination of the fee as a percentage” and “does not impose an absolute maximum or minimum on the potential fee award.”); *see also, e.g., Vizcaino*, 290 F.3d at 1050 (“[W]hile the primary basis of the fee award remains the percentage method, the lodestar may provide a useful perspective on the reasonableness of a given percentage award.”).

As discussed above in Part VII.B.1, *infra*, and also discussed in the Declaration of Helene Mayer, Class Counsel expended significant time and labor in this highly contested matter.⁴³ Class Counsel has been actively involved in the prosecution of the case, and the work performed in said case has precluded other employment.⁴⁴ Class Counsel bore the risk that, despite all of its efforts and skills employed, there may be no recovery.⁴⁵ Ultimately, Class Counsel was successful in reaching a settlement of \$1,948,750.00.⁴⁶ The Attorney Task and Time Chart sets forth in detail the numerous tasks that Class Counsel performed in this matter, and the time required for completing those tasks.⁴⁷ The chart demonstrates that Class Counsel has spent a total of **345.20 hours** litigating this matter and finalizing the Settlement.⁴⁸ In light of the facts and circumstances of this matter, as well as the results that Class Counsel has achieved, Class Counsel has spent a reasonable number of hours performing work on this matter. In addition, Class Counsel will continue to perform work on this matter through the date of final approval and in connection with the implementation of the Settlement.

As set forth in the Declaration of Helene Mayer, the professional background and experience of Class Counsel support a reasonable rate of compensation of at least \$1,000 per hour for services provided by Class Counsel.⁴⁹ While the circumstances of every case are unique, the fact remains that the work performed by Class Counsel in this matter justify the requested attorneys' fees.

Applying the rate of \$1,000 per hour to 345.20 hours worked by Class Counsel, would place a base lodestar value of \$345,200.00 on the services provided by Class Counsel.

It also bears noting that a court may apply a multiplier in consideration for risk, efficiency, and/or obtaining a substantial result, to enhance the lodestar for purpose of cross-check. *See Ketchum* at 1133-34 (holding that a risk multiplier may be applied to compensate contingency fee attorneys at a fair market rate).⁵⁰ The risks involved, skill required, complexity of the matter, and results obtained warrant upward

⁴³ Mayer Decl., ¶ 14; Exh. 1.

⁴⁴ Mayer Decl., ¶¶ 7-9.

⁴⁵ *Id.*, ¶¶ 10, 11, & 21.

⁴⁶ Settlement Agreement, ¶ 7.s.; Simpluris Decl., ¶ 10.

⁴⁷ Mayer Decl., Exh. 1.

⁴⁸ *Id.*, ¶ 11.

⁴⁹ *Id.*, ¶ 12.

⁵⁰ Courts have approved fee awards with multipliers of 2 and even higher. See, e.g., *City of Oakland v. Oakland Raiders* (1988) 203 Cal.App.3d 78 (affirming a 2.34 multiplier without remand); *Wershba, supra*, 91 Cal.App.4th at 255 ("Multipliers can range from 2 to 4 or even higher."); *Sutter Health Uninsured Pricing Cases* (2009) 171 Cal.App.4th 495, 512 (applying a 2.52 multiplier on a lodestar cross-check); *Chavez v. Netflix, Inc.* (2008) 162 Cal.App.4th 43, 66 (applying a 2.5 multiplier in a consumer class action).

enhancement of the lodestar.⁵¹ In determining whether or not to enhance the lodestar, California courts take into account multiple factors, many of which were specifically addressed above in §§ VII.B, *infra*. See *Cates* at 822-23. Multiple factors warrant enhancement of the lodestar in this case, including the following: the time and labor required; the skill requisite to perform the legal services properly; the preclusion of other employment by the attorney due to the acceptance of this case; the contingent nature of the fee; the amount involved and results obtained; the experience, reputation, and ability of the attorney; and awards in similar cases. *Ketchum* at 1134. Therefore, a multiplier of 1.98 should be applied. Applying the rate of \$1,000 per hour to 345.20 hours for services provided by Class Counsel results in a base lodestar value of \$345,200.00 for the work performed by Class Counsel, and applying a modest multiplier of 1.98⁵², the total enhanced lodestar fees are \$683,496.00.

The application of a modest multiplier of 1.98 is warranted, and the lodestar method as a cross-check to the percentage award sought herein, strongly supports the reasonableness of the requested attorneys' fees. The nature of the work performed, skill exercised, and the outcome in this matter—which involves an outstanding monetary recovery involving an Escalated Gross Settlement Amount of \$1,948,750.00 (with a Net Settlement Amount of approximately at least \$1,086,381.23 to be paid to Settlement Class Member (with gross Individual Settlement Payments averaging approximately more than \$981.37), payment of \$37,500.00 to PAGA Group Members, and payment of \$112,500.00 to the State of California)—support the percentage fee sought and the application of a lodestar multiplier. Accordingly, the Court is respectfully requested to award attorneys' fees in the amount of \$682,062.50 to Class Counsel.

⁵¹ Even when courts have opted to award fees in settlement fund cases based on time reasonably expended on the action, courts have generally awarded these fees based on the actual time expended (the lodestar) in conjunction with a multiplier of between 2 and 4. *Kerr v. Screen Extras Guild, Inc.* (9th Cir. 1975) 526 F.2d 67. Adjustment of the base lodestar figure to compute an award of attorneys' fees for a claim under the California Labor Code is appropriate. See *Id.*, at 1135-36; *Serrano v. Priest* (1977) 20 Cal.3d 25, 48-49. Courts frequently apply multipliers to enhance the lodestar to reflect the risks involved, the complexity of the litigation, and the other relevant facts. *Vizcaino*, 290 F.3d at 1051; *Graham v. DaimlerChrysler Corp.* (2004) 34 Cal.4th 553, 579 (“One of the most common fee enhancers [...] is for contingency risk.”). Such an enhancement “mirrors the established practice in the private legal market of rewarding attorneys for taking the risk of nonpayment by paying them a premium over their normal hourly rates for winning contingency cases.” *Vizcaino*, 290 F.3d at 1051; accord *Ketchum*, 24 Cal.4th at 1132-33. A risk multiplier also serves to bring the financial incentives for enforcing important rights “into line with incentives [attorneys] have to undertake claims for which they are paid on a fee-for-services basis.” *Ketchum* at 1132.

⁵² Larger multipliers have been awarded in similar cases, and the total amount of fees sought by Class Counsel is also reasonable compared to fees awarded in similar cases. Courts routinely enhance lodestar amounts based on multipliers that “range from 2 to 4 or even higher.” *Wershba, supra*, 91 Cal.App.4th at 255 (emphasis added); see also, e.g., *Chavez v. Netflix, Inc.* (2008) 162 Cal.App.4th 43, 66 (approving multiplier of 2.5); *Vizcaino*, 290 F.3d at 1051 (approving multiplier of 3.65); *Wal-Mart Stores, Inc. v. Visa U.S.A., Inc.* (2d Cir. 2005) 396 F.3d 96, 123 (approving multiplier of 3.5); *Craft v. County of San Bernardino* (C.D. Cal. 2006) 624 F.Supp.2d 1113, 1125 (awarding multiplier of 5.2 and referring to other cases with cross-check multipliers ranging from 4.5 to 19.6).

V. REIMBURSEMENT OF CLASS COUNSEL'S LITIGATION COSTS AND EXPENSES SHOULD BE APPROVED.

The Settlement provides for reimbursement of litigation costs and expenses of up to \$18,000.00. As set forth in the Declaration of Helene Mayer, Class Counsel only seeks reimbursement of \$14,356.27 in litigation costs and expenses incurred in this matter.⁵³ This amount was reasonable and necessary in the prosecution of this matter and to obtain the Settlement.⁵⁴ The cost savings of \$3,643.73 will be part of the Net Settlement Amount, which will be distributed to Settlement Class Members in accordance with the Settlement.⁵⁵ Accordingly, Plaintiff requests that the Court award litigation costs and expenses in the amount of \$14,356.27 to Class Counsel.

VI. THE INCENTIVE AWARD SHOULD BE APPROVED.

Plaintiff requests an Incentive Award in the amount of \$7,500.00 to herself, for her efforts and work spearheading the prosecution of this matter and serving as the Class Representative, as well as her broader individual waiver and release of claims with a California Civil Code Section 1542 waiver. Such enhancement awards are common, and the one requested here is reasonable.⁵⁶

Plaintiff spent a substantial amount of time and effort providing the facts and evidence necessary to support the prosecution of the claims.⁵⁷ Plaintiff was available whenever Class Counsel needed her and actively tried to obtain, and gave, information to support the pursuit of this matter.⁵⁸

Accordingly, it is appropriate and just for Plaintiff Felissia Fry to receive \$7,500.00 as a reasonable Incentive Award, in addition to her Individual Settlement Payment.

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⁵³ Mayer Decl., ¶ 21.

⁵⁴ *Ibid.*

⁵⁵ *Ibid.*

⁵⁶ Vranken v. Atlantic Richfield Co. (N.D. Cal. 1995) 901 F.Supp. 294, 299 (Relevant factors considered by courts are the financial and other risk to, the notoriety and personal difficulties encountered by, and the amount of time and efforts spent by the class representative, as well as the duration of the litigation and the personal benefit (or lack thereof) enjoyed by the class representatives as a result of the litigation; approving \$50,000 participation award to a single class representative based on such factors).

⁵⁷ Mayer Decl., ¶ 22; Declaration of Felissia Fry ("Fry Decl."), ¶¶ 3-5.

⁵⁸ *Ibid.*

VII. CONCLUSION

For the foregoing reasons, the Court is respectfully requested to award Attorneys' Fees and Costs to Class Counsel and the Incentive Award to Plaintiff in their entirety, as sought herein.

Dated: December 16, 2025

LAWYERS for JUSTICE, PC

By: Helene Mayer
Helene Mayer
Attorneys for Plaintiff and the Class