THE GRAVES FIRM
ALLEN GRAVES (SB#247927)
allen@gravesfirm.com
JACQUELINE TREU (SB#247927)
jacqueline@gravesfirm.com
ADRIAN HERNANDEZ (SB#325532)
adrian@gravesfirm.com
122 N. Baldwin Ave., Main Floor
Sierra Madre, CA 91024
Telephone: (626) 240-0575
Facsimile: (626) 737-7013

Attorneys for Plaintiff
Bryan Gonzalez

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

Bryan Gonzalez, an individual, in his individual and representative capacity, Plaintiff, v. Los Angeles Breakers FC, and DOES 1-10, inclusive, Defendants.	Case No.: 22STCV22742 **MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT OF MOTION FOR FINAL APPROVAL OF CLASS REPRESENTATIVE SERVICE PAYMENT, ATTORNEY FEES, AND COSTS** Hearing Date: October 13, 2025 Time: 9:00 AM Dept.: SS17 Judge: Hon. Laura A. Seigle

TABLE OF CONTENTS

TABLE OF CONTENTS (CONTD.)

TABLE OF AUTHORITIES

CASES

TABLE OF AUTHORITIES (CONTD.)

CASES

CASES

STATUTES

TABLE OF AUTHORITIES (CONTD.)

I. INTRODUCTION

The Class Representative and Class Counsel have accomplished an exceptional result. Unlike most settlements, the employer has actually agreed to effect a complete overhaul of the workplace and reclassify all of its soccer coaches as employees, rather than independent contractors. The Settlement also recovers $406,036 for a group of just 58 workers. Graves Decl. Exh. 1 ¶5.1. The largest estimated payments for Settlement Class Members will be over $20,000, and the average payment will be over $3,600. Every penny of the fund will be paid out, and there will be no reversion to Defendant.

To achieve this outcome, Plaintiff had to prevail on multiple contested motions; discover Defendant's counsel's conflicts of interest, and successfully disqualify them; obtain thousands of pages of documents and data from Defendant; attend mediation and work with a mediator for over a year to reach the instant Settlement. The value provided by the Settlement is further validated by the absence of any objection to the Settlement or fee request, and the absence of any requests to opt out of the Settlement.

These facts strongly support counsel's extremely modest request for fees. The fee request represents 38% of the cash common fund, but that percentage fails to account for the value of reclassification. Considering the value to workers who will now be eligible for unemployment insurance, workers compensation insurance, social security, and other benefits of employment, the requested fee is a much smaller fraction of the benefit delivered.

In terms of lodestar, the requested fees requested represent just under 25% of the amounts billed in this matter. In short, counsel is not even asking to recover all, or even most of the fees incurred in litigating this matter. In conjunction with the negative multiplier, the significant monetary and non-monetary value of the settlement, the remarkable recovery on a per-person basis, and the level of skill and tenacity required to finally effectuate this settlement all justify the award.

Class Representative Bryan Gonzalez' request for a service payment is similarly modest, just $5,000. This Court should award the fees, costs and service payment.

II. THE REQUESTED FEE IS SUPPORTED BY BOTH LODESTAR AND PERCENTAGE-OF-THE-BENEFIT ANALYSIS

Under either a lodestar or a percentage-of-the-benefit analysis, the requested attorney fee is appropriate.

A. Plaintiff Has Procured a True Common Fund Settlement

To qualify as a common fund, a settlement must create a single pool of money from which both the beneficiaries of the litigation and the attorneys will be compensated. In such cases, the court spreads the cost of attorney fees equally among the beneficiaries of the lawsuit by awarding the attorney a percentage of the common fund:

> Fee spreading occurs when a settlement or adjudication results in the establishment of a separate or so-called common fund for the benefit of the class. Because the fee awarded class counsel comes from this fund, it is said that the expense is borne by the beneficiaries. Percentage fees have traditionally been allowed in such common fund cases . . .
> *Lealao v. Benefit Cal.*, 82 Cal. App. 4th 19, 26 (2000).

The settlement in this case presents a model common fund. The amount of the payment is fixed ($406,036), the settlement creates an actual fund, and all payments, including Counsel's fees, come from the fund.

B. Percentage Fees Are Based on the Entire Value Delivered

The percentage award is based on the gross settlement amount. There is no reduction or adjustment for expenses, service payments, or any other payments that come from the fund. "[A] lawyer who recovers a common fund for the benefit of persons other than himself or his client is entitled to a reasonable attorney's fee from the fund as a whole." *Staton v. Boeing Co.*, 327 F. 3d 938, 967 (9th Cir. 2003). "[T]he percentage of the fund approach . . . is based on the total money available to Represented Members[.]" *Lopez v. Youngblood*, 2011 U.S. Dist. LEXIS 99289, 33 (E.D. Cal. Sept. 1, 2011).

C. The Value of Injunctive Relief Must Be Considered

"The 'recovery' under the percentage method includes both cash and the 'value of nonmonetary relief.'" *De Carlo v. Watermark Ret. Cmtys., LLC*, 2025 U.S. Dist. LEXIS 145693, 3 (C.D. Cal. July 23, 2025). "In determining the appropriate fee award, courts must expressly consider the value of the settlement provided to the class, including the value of nonmonetary relief." *Id*. (citations omitted) (determining that injunctive relief, "[e]ven if not easily monetizable," provided benefits to the class "properly considered in determining an appropriate fee award here"). Injunctive relief is considered "meaningful," and adds value to a settlement even if the exact value is not ascertained, where it is "consistent with the relief requested in plaintiffs' complaint." *See Hohenberg v. Drey (In re Ferrero Litig.)*, 583 Fed. Appx. 665, 668 (9th Cir. 2014).

Here, Plaintiff has done just that – obtained non-monetary relief consistent with the request in Plaintiff's Complaint. Specifically, as a direct result of Plaintiff's lawsuit and settlement, Defendant is required to reclassify all of its coaches as employees rather than independent contractors. This is exactly the relief sought in Plaintiff's Complaint. Moreover, it squarely aligns with the goal of the PAGA, which is to "achiev[e] maximum compliance with state labor laws." *Huff v. Securitas Security Services USA, Inc.*, 23 Cal. App. 5th 745, 756 (2018).

Under the law, the soccer coaches will now receive the following benefits that are mandatory for employees and unavailable to independent contractors:

- Unemployment Insurance (*see* Cal. Unemp. Ins. Code);
- Disability Insurance (*see* Cal. Code Regs. Tit. 22, §2601 *et seq*.);
- Workers' Compensation Insurance (*see* Cal. Lab. Code §3200 *et seq*.);
- State-paid maternity and care leave (*see* California Family Rights Act, 2 Cal. Code Regs. §11087 *et seq.*);
- Paid sick leave (*see* Cal. Lab. Code §246);
- Minimum wage for all hours worked (*see* Wage Order; Cal. Lab. Code §1197);
- Overtime (*see* Wage Order; Cal. Lab. Code §510);
- Social Security (*see* 42 U.S.C. §401 *et seq.*); and
- Reimbursement of business expenses (*see* Cal. Lab. Code §2802).

These are significant and valuable rights that, absent Plaintiff's counsel's efforts in litigation and settlement, would not have come to pass for the Settlement Class Members. Reclassification is a tangible value delivered for the class, and must be considered in evaluating the overall value of the settlement for purposes of determining reasonable attorney fees herein.

D. Thirty-Eight Percent Is Well Within the Normal Range for a Percentage Fee

Even if the court ignores the inherent cash value of providing workers with unemployment insurance, sick pay rights, leave rights, workers compensation insurance, social security, and statutory overtime (it should not), the requested fee is just 38% of the common fund The 38% fee is marginally higher than the percentage normally awarded by courts, but it is well within the range of ordinary fee awards. Many awards are much higher. *See*, *e.g.*, RJN Exh. 1: *Wren v. RGIS Inventory Specialists*, 2011 WL 1230826 (N.D. Cal. Apr. 1, 2011) (approving attorney fees constituting 42% of total settlement amount); *Id.* Exh. 2: *Gonzalez v. Freedom Communications*, Orange County Superior Court Case No. 03CC08756 (2009) (awarding attorney fees representing 55% of the common fund of $22,000,000); *Id.* Exh. 3: *Coordination Proceeding Special Title Rule 1550b Natural Gas Trust Cases*, 2006 Cal. Super. LEXIS 889, 139-140 (July 20, 2006) (fees representing 42% of fund approved). One may argue that these 40% fee cases are outside of the average, but the excellent monetary and non-monetary recovery provided in this Settlement is also well above average.

E. The Fee Percentage Is Justified by the Outcome and Risk Borne by Counsel

The calculation of an appropriate percentage award is "somewhat elastic and it depends largely on the facts of the given case." *In re Ikon Office Solutions Inc., Securities Litigation*, (E.D. Pa. 2000) 194 F.R.D. 166, 193. The Court should consider "the quality of class counsel, and the size of the award." *Id.* In *Laffitte*, the California Supreme Court did not describe a rote application of a fixed percentage to every case, but instead described an individual weighing of multiple factors to arrive at an appropriate percentage award. *Laffitte*, 1 Cal. 5th at 504-505.

This settlement presents unusually beneficial features that justify a 38% award:

1. Total Settlement Value.

Recovery of over $400,000 for just 58 class members is an excellent result. As compared to other wage and hour class actions, an average recovery of almost $4,000 per class member, in addition to the non-monetary recovery, is extraordinary. Some class members will receive over $20,000. Admin Decl. ¶13s.

The total settlement value is also excellent as a percentage of the maximum possible recovery. Setting aside civil penalties and interest, the settlement in this case – the monetary portion alone – represents ***over 80%*** of the maximum possible recovery for wages and reimbursement amounts. *See* Graves Decl. ¶¶35-36. This is a significant improvement from typical settlements, which typically recover 2% or 3% of the maximum possible value. Case law documents this experience. *See*, *e.g.*, *Aguilar v. Wawona Frozen Foods*, 2017 U.S. Dist. LEXIS 4320, 13-14 (E.D. Cal. 2017) (collecting cases finding that settlements between 15-47% of total liability were fair); *see also Custom LED, LLC v. eBay, Inc.*, 2014 U.S. Dist. LEXIS 87180, 14 (N.D. Cal. Jun. 24, 2014) ("[C]ourts have held that a recovery of only 3% of the maximum potential recovery is fair and reasonable when the plaintiffs face a real possibility of recovering nothing absent the settlement."); *In re OmniVision Techs.*, 559 F. Supp. 2d 1036, 1042 (2007) (6% of potential damages); *In re LDK Solar Secs. Litig.*, 2010 U.S. Dist. LEXIS 87168, 7 (N.D. Cal. July 29, 2010) (5% of potential damages); *In re Veritas Software Corp. Sec. Litig.,* 2005 U.S. Dist. LEXIS 30880, 5 (N.D. Cal. Nov. 15, 2005) (from 1991 to 2003, the median percentage of losses paid in settlement ranged from 2.7% to 7.2%), vacated in part on other grounds, 496 F.3d 962 (9th Cir. 2007).

2. Quality of Work.

Plaintiff did not allow Defendant to win a single contested motion in this case. Plaintiff was successful in obtaining significant discovery, and in continuing to work on resolution of this matter over the course of years until finally securing a Settlement that provides significant recovery to the Class.

3. Litigation Risk.

The California Supreme Court emphasizes the importance of risk in fee awards:

> A lawyer who both bears the risk of not being paid and provides legal services is not receiving the fair market value of his work if he is paid only for the second of these functions.
> *Graham,* 34 Cal. 4th at 579-580.

Every contingent fee case poses risk because the attorney invests hours of work (in this case thousands of hours of work) with no guarantee of payment. But this case involved an exceptional kind of risk. Defendant is a non-profit organization, and there was every risk that Plaintiff could litigate this case, win a judgment, but be unable to collect from an insolvent Defendant. In such a situation, Plaintiff's Counsel would have expended countless hours on a successful litigation with no chance of recovery.

Counsel's willingness to risk not being paid at all, and the fact that that risk paid off with significant recovery to the Class, supports Counsel's fee request.

Further, Plaintiff's Counsel's practice has been extremely busy throughout this case; so busy that he regularly turns away would-be clients and refers them to other attorneys. Treu Decl. ¶14. Counsel has turned away individual cases for which compensation would have been 40% to 45% of the total recovery. *Id*. That time and risk could have been invested elsewhere, but Plaintiff's Counsel instead devoted limited available time to obtaining the instant Settlement for the Class.

F. Thirty-Eight Percent Is Far Below the Lodestar

Courts have discretion to use the lodestar as a cross-check to confirm that the requested fees are appropriate. *Laffitte v. Robert Half Internat. Inc.*, 1 Cal. 5th 480, 506 (2016). When employing the lodestar method, courts follow a two-step process. First, the court takes the normal hourly rates and multiplies by the total hours that counsel and billable staff worked. *Serrano v. Priest*, 20 Cal. 3d 25, 49 (1977). Second, the court increases fees by a multiplier designed to provide compensation for the risks and costs inherent in contingent fee litigation. *Graham v. DaimlerChryler Corp.,* 34 Cal. 4th 553, 579-580 (2004).

Here, Plaintiff seeks to recover far less than the lodestar fees. Plaintiff's Counsel has spent 1,072.90 hours pursuing this matter; translating into $652,438.00 in fees billed. Subtracting the value of sanctions previously awarded to The Graves Firm in this matter results in a total of $629,608.50. The following chart breaks down the billing, rates and lodestar by biller:

Lodestar Summary			
Name	**Rate**	**Hours Billed**	**Lodestar**
Allen Graves	$870	199.3	$173,391.00
Jacqueline Treu	$785	305.3	$239,660.50
Jennifer Yu	$565	172	$97,180.00
Christopher Petersen	$685	52.6	$36,031.00
Adrian Hernandez	$680	38.4	$26,112.00
Danielle Manning	$650	13	$8,450.00
Paralegal Staff	$245	292.3	$71,613.50
Fees Recovered Through Sanctions:			($22,829.50)
Adjusted Lodestar:			**$629,608.50**

The billing records for the Graves Firm are filed herewith as Exhibit 7 to the Treu Declaration.

"There is a strong presumption that the lodestar figure is reasonable." *Kerkeles v. City of San Jose*, 243 Cal. App. 4th 88, 100 (2015) (cleaned up). "The presumption may be overcome only in certain rare and exceptional cases, supported by . . . specific evidence on the record." *Id*.

Here, Plaintiff requests recovery of only $154,293.68, which is only 24.5% of this presumptively reasonable lodestar, or less than a quarter of the value of the hours billed. The requested multiplier is thus negative or fractional, and significantly less than 1.0; resulting in a *decrease*, rather than an increase, of the fees requested as compared to the lodestar. Courts routinely find fee requests for amounts less than the lodestar to be reasonable. *See Pettit v. P&G*, 2019 U.S. Dist. LEXIS 232217, 17 (N.D. Cal. Mar. 28, 2019 (approving request for 73% of the lodestar: "The fact that Plaintiffs' counsel are seeking substantially less in fees than they reasonably incurred further demonstrates the reasonableness of the fee award") (collecting cases); *see also In re Resistors Antitrust Litig.*, 2020 U.S. Dist. LEXIS 86769, 7-8 (N.D. Cal. Mar. 24, 2020) (explaining that the fee request of less than 73% of the lodestar "further supports the reasonableness of [the] attorney fee request").

Here, the 0.245 multiplier represents a far smaller percentage of the lodestar than that found reasonable in the other cases described *supra*. The requested fee is more than reasonable in light of the significant work Plaintiff's Counsel performed in this case. The contemporaneous time records provided by Plaintiff's Counsel include total time worked for each day listed by task and billed in 1/10th of an hour increments. A few of the areas that required work in this case are described below:

1. Pre-Litigation Interviews and Investigation.

The instant case required substantial work before it was filed. Graves Decl. ¶10. In addition to interviewing Plaintiff and other employees regarding their claims, Plaintiff's Counsel also obtained and reviewed numerous documents relating to Defendant's employment practices prior to filing the case. *Id*.

2. Ongoing Research of Developing Law.

This case required Counsel to maintain continual awareness of evolving legal issues. The misclassification claims turned on relatively recent and evolving law concerning the test to determine whether a worker is an independent contractor or employee. Such changes include the enactment of AB5, establishing the ABC test for employment; and, shortly thereafter, the enactment and implementation of California Labor Code §2777, carving out exemptions from the ABC test for certain types of work, including youth sports coaching. The novel statutory law in this area – as well as the developing case law – directly impacted the viability of Plaintiff's claims and the defenses to this action, and it was necessary for Counsel to maintain an up-to-the-minute understanding of this evolving law.

3. Discovery.

Plaintiff's Counsel engaged in through discovery in this matter; serving formal written discovery; negotiating a *Belaire-West* notice with Defendant; and working witih

Defendant to cause Defendant to produce the necessary documents and data to mediate and resolve the instant matter. Graves Decl. ¶¶12-17.

4. Motion Practice.

Plaintiff succeeded in every contested motion in this matter. Not only that, the need for these motions were created entirely by Defendant, and represented unusual hurdles that had to be addressed before litigation could proceed. In one instance, Plaintiff's Counsel had to bring a motion to quash a subpoena directed specifically to the law firm of Plaintiff's Counsel; which improperly sought privileged information from Plaintiff's attorneys themselves.

After Plaintiff succeeded in quashing this subpoena to his counsel, Defendant then hired a new law firm to represent it. That law firm, however, included an attorney who had previously worked for Plaintiff's counsel, and who had personally represented the Plaintiff in this matter in this very lawsuit. Plaintiff thus had to file a motion to disqualify Defendant's counsel for this serious conflict of interest; and again succeeded on this contested motion.

Plaintiff's Counsel also prepared and pursued several revised motions for preliminary approval of the settlement. This Court did not approve the parties' first two attempts at settlement of this matter; and Plaintiff filed in total three separate motions for preliminary approval following the parties' revisions of the settlement agreement to address this Court's concerns.

5. Settlement.

This case was the subject of years' worth of settlement negotiations. The parties first went to mediation in April 2023. Graves Decl. ¶18. Plaintiff's Counsel engaged in extensive preparation for this mediation; providing a 22-page, single-spaced brief and hundreds of pages of exhibits. Plaintiff's Counsel also calculated potential liability for each individual coach by examining his or her compensation and work history. *Id*. at ¶19. Counsel built permutations of this liability model calculating potential recovery based on different assumptions regarding disputed issues in the case. *Id*.

Plaintiff's Counsel also conducted a comprehensive review of the statutory and case law affecting each of the causes of action, including recent evolving case law on penalty liability associated with the initial and subsequent violations of the Labor Code and calculation of penalty liability for failure to provide pay stubs. *Id*. at ¶21. Research also included a detailed examination of each articulated defenses including potential exemptions from the ABC model described in *Dynamex Operations West, Inc. v. Superior Court*, 4 Cal. 5th 903 (2018). *Id*. at ¶22. Plaintiff's Counsel also communicated directly with coaches. *Id*. at ¶24. These communications ensured that the valuation reflected the first-hand experience of coaches. *Id*. at ¶25.

When the matter did not settle at the mediation, the parties continued to communicate through the mediator; and after months of arduous negotiation, the mediator provided a neutral settlement proposal in December 2023, which the parties accepted. Graves Decl. at ¶26.

However, after Plaintiff's Counsel drafted a long-form settlement agreement, and a motion seeking preliminary approval, the Court declined to grant preliminary approval based on a number of concerns the Court had with the agreement. *Id*. ¶28.

Plaintiff's Counsel continued to reach out to Defendant's counsel in an attempt to resolve the matter, and resumed discovery and litigation efforts in order to move the matter forward. Graves Decl. ¶29. Ultimately, the parties continued to negotiate the agreement for nearly another year; until finally reaching a resolution for which the Court provided preliminary approval. *Id*. ¶¶29-32.

6. Plaintiff's Counsel Must Continue Efforts Post-Approval.

Even after this Court has granted approval of the settlement, Plaintiff's Counsel will be required to devote significant time and resources to implementation and management of the Settlement. The individual payments that will be distributed to Settlement Class Members are significant. Counsel anticipates being required to oversee the process, respond to inquiries from Settlement Class Members regarding their payments, and work with the Settlement Administrator concerning such inquiries over the course of the next several months. Treu Decl. ¶15. Courts routinely recognize that such post-settlement efforts should be taken into account in evaluating the reasonableness of a fee award. *See*, *e.g., Asghari v. Volkswagen Grp. of Am., Inc.*, 2015 U.S. Dist. LEXIS 188824, 149-150 (C.D. Cal. May 29, 2015) (supplementing lodestar amount with anticipated post-settlement work by Counsel's office); *Hanlon v. Chrysler Corp.*, 150 F.3d 1011, 1029 (9th Cir. 1998) (fee award properly included the value of "future services" to be provided by class counsel to effectuate the settlement); *Mendoza v. Hyundai Motor Co.*, 2017 U.S. Dist. LEXIS 9129, 36 (N.D. Cal. Jan. 23, 2017) (in approving the request for attorney fees, noting that the lodestar multiplier would "decrease" as class counsel met post-settlement obligations).

7. Counsel's Hourly Rates Are Reasonable.

Counsel's hourly rates are a product of his experience. For example, after graduating with honors from the University of Michigan School of Law, Plaintiff's Counsel practiced at Paul, Hastings, Janofsky & Walker ("Paul Hastings") from 1999 until 2004, focusing exclusively on employment litigation. Graves Decl. at ¶¶3-4. Since leaving Paul Hastings, Counsel has served as lead counsel in numerous class and PAGA actions. *Id*. at ¶6.

Courts have consistently approved the rates charged by Counsel's firm. In 2021, Judge Elihu M. Berle of the Los Angeles Superior Court Complex Division also approved Ortiz Counsel's then-current hourly rate as reasonable and appropriate and made the same finding with regard to the then-current hourly rates for each of the associates and the current paralegal who billed time to this case. RJN Exh. 4. Later that year, Judge Thomas Anderle of the Santa Barbara Superior approved the then-current hourly rate of $685 per hour as well as the then-current rates for associate attorneys Jacqueline Treu: ($565/hour) and Jenny Yu: ($510/hour) as well as paralegal staff at $195/hour. Judge Anderle found that the rates were "reasonable and appropriate in light of [] skill and experience." RJN Exh. 5. In May 2025, Judge Kyhmberli S. Apaloo of the San Bernardino Superior Court approved Plaintiff's Counsel's then-current rate in awarding nearly all of the lodestar fees requested by counsel. *Id*. Exh. 6. In fact, Judge Nelson, who previously presided over this matter, in her December 5, 2023 Order expressly found that the hourly rates of Allen Graves and Jacqueline Treu are reasonable. December 5, 2023 Order at 10:18.

The Graves Firm's rates have increased since May 2021, with the most recent increase in August 2025. All increases have been consistent with the rate of inflation. The current rates at The Graves Firm are: Allen Graves ($870/hr), Jacqueline Treu ($785/hr), Adrian Hernandez ($680/hr), and paralegal time at $245/hr. Treu Decl. ¶9.

The rates charged by The Graves Firm are also the same rates that are charged to hourly fee-paying clients. During the time this action has been pending, approximately 15% of The Graves Firm's practice has come from hourly fee-paying clients and more than a dozen clients have paid the hourly rates described here. Treu Decl. Exh. 10.

Having reviewed the background and qualifications of Plaintiff's counsel's as well as the background and qualifications of Counsel's associate attorneys and billing staff, an independent expert has concluded that hourly rates of Plaintiff's Counsel, his associate attorneys, and billing staff are reasonable. Treu Decl. Exh. 6 (Pearl Decl.) at 22:1-5. Mr. Pearl's opinion is supported by more than 20 pages of research identifying hourly rates charged by other firms and attorneys of similar background and experience and surveys of legal marketplace rates. Treu Decl. Exh. 6 at ¶¶40-55.

III. THE REQUESTED SERVICE PAYMENT IS APPROPRIATE

Service payment awards are specifically authorized for class and PAGA representatives. *Golba v. Dick's Sporting Goods, Inc*., 238 Cal. App. 4th 1251, 1272 (Cal. App. 4th Dist. 2015). In this case, Plaintiff has obtained $406,036, and complete reclassification into employee status, for his fellow employees. This result is excellent and it would not have been possible without the work of the Plaintiff. Here, Plaintiff's modest request for a payment in the amount of $5,000 should be granted.

A. Plaintiff Meets the Requirements for a Service Payment

In determining the amount of a service payment, the Court may consider factors that include: (1) the risk, both financial and otherwise, the representative faced in bringing suit; (2) the notoriety and personal difficulties encountered by the representative; (3) the amount of time and effort spent by the representative; (4) the duration of the litigation; and (5) the personal benefit received by the class representative as a result of the litigation. *Golba*, 238 Cal. App. 4th at 1272. Courts also take into account the actions the plaintiff has taken to protect the interests of the class, and the degree to which the class has benefited from those actions. *Clark v. American Residential Services LLC*, 175 Cal. App. 4th 785, 804. Here, these factors weigh heavily in favor of the requested service payments.

1. Plaintiff Took on the Risk of Retaliation.

The mere threat of retaliation is basis for an incentive award. In *Cook v. Niedert*, 142 F. 3d 1004, 1016 (7th Cir. 1998) (cited with approval in *Clark v. American Residential Services*, 175 Cal. App. 4th 785, 805 (2009)), the court upheld an award of $25,000 where the plaintiff provided significant assistance to counsel and "reasonably feared workplace retaliation." *See also Asare v. Change Group N.Y., Inc*., 2013 U.S. Dist. LEXIS 165935, 40 (S.D.N.Y. Nov. 25, 2013) ("class representatives are vulnerable to retaliation . . . Even when there is no record of retaliation, class representatives merit recognition for assuming such risk").

Plaintiff knew he risked being blackballed by future employers. Gonzalez Decl. ¶4. Nevertheless, Plaintiff undertook this action in order to uphold the law.

2. Plaintiff Expended Effort and Time to Assist in the Litigation.

Participation in the litigation is sound justification for a substantial service payment. *See*, *e.g.*, *Cellphone Termination Fee Cases*, 186 Cal. App. 4th 1380, 1395 (2010). Plaintiff was actively involved in the proceedings throughout his involvement in the case. Gonzalez Decl. ¶¶2-7. Work performed by Plaintiff included searching for documents, participating in meetings with attorneys, and attending mediations. *Id*.

3. Plaintiff Is Acting as a Private Attorney General.

Service payments "recognize the willingness of PAGA Representatives to act as a private attorney general." *Golba,* 238 Cal. App. 4th at 1272. This settlement provides for payment to the Labor and Workforce Development Agency ("LWDA"). Graves Decl. Exh. 7 at ¶1.21. Plaintiff has provided the LWDA with a copy of the Settlement Agreement and the instant pleadings. Treu Decl. ¶6; Exh. 5.

4. Plaintiff Achieved an Excellent Result for the Class.

Plaintiff recovered over $400,000 for this small Class in just a few short years. By contrast, the requested service payment is just $5,000. This represents about 1% of the amount recovered. The exceptional result achieved for the Class, through the willingness of the Class Representative to take on the risk of suit, supports the requested service payment award.

IV. THE REQUESTED COST REIMBURSEMENT IS APPROPRIATE

Plaintiff's Counsel is requesting reimbursement from the common fund for the out-of-pocket expenses that they incurred during this litigation. Reimbursement from the common fund is appropriate for the same reason that attorney fees should be paid out of the fund: all beneficiaries should bear their fair share of the costs of litigation, and these are the normal costs of litigation that counsel traditionally bill their paying clients. *See Serrano, supra*, 20 Cal.3d at 35 (common fund doctrine permits plaintiffs' counsel to recover attorney fees and costs from the fund as a whole); *Rider v. County of San Diego*, 11 Cal. App. 4th 1410, 1423 (1992) fn. 6 (costs are recoverable from the common fund "[o]f necessity, and for precisely the same reasons discussed above with respect to the recovery of attorney fees by. . .[Plaintiffs'] attorneys"); *Melendres v. Los Angeles*, 45 Cal. App. 3d 267, 272 (Cal. App. 2d Dist. 1975) (common fund may be charged with all "expenses of its recovery.").

Plaintiff's Counsel has submitted a declaration attaching an itemized report of expenses for which reimbursement is sought. Treu Decl. Exh. 9. The total cost reimbursement sought by counsel is $19,331.78. This is within the maximum possible expense request of $20,000 described to Class Members in the notice materials. Admin. Decl. Exh. 1. By managing expenses below the maximum amount allowed, Plaintiff's Counsel has maximized the amount of funds available for payment to Class Members.

V. THERE HAVE BEEN NO OBJECTIONS

The notice materials provided to Class Members contained a detailed description of the service payment, costs reimbursement, and attorney fees that would be sought in these proceedings. All of the amounts for which the parties now seek final approval are at or below the values described in the notice. Having been fully informed of the amount of the settlement fund and the amounts being requested, not one single class member has objected. Admin. Decl. ¶11.

Courts routinely approve settlements despite multiple objectors. *See*, *e.g.*, *Craft v. County of San Bernardino*, 2008 U.S. Dist. LEXIS 27526 (C.D. Cal. Apr. 1, 2008). The fact that the instant settlement has resulted in not even a single objection is testament to the quality of the outcome and the reasonableness of the request for service payment, costs, and fees.

VI. CONCLUSION

This Settlement generates a significant benefit to Class Members, through the significant efforts of Class Counsel and the Class Representative. The service payment, fees and costs being requested are modest; and indeed will not compensate Counsel for all of the time spent in reaching this result. The request for service payment, fees and costs is more than reasonable, and should be granted.

DATED: September 24, 2025 THE GRAVES FIRM

By: ______________________

JACQUELINE TREU
Attorney for Plaintiff
Bryan Gonzalez

PROOF OF SERVICE

STATE OF CALIFORNIA)
) ss:
COUNTY OF LOS ANGELES)

I am employed in the County of Los Angeles, State of California. I am over the age of 18, and not a party to the within action. My business address is 122 N. Baldwin Ave., Main Floor, Sierra Madre, CA 91024.

On September 24, 2025, I served the following document(s) described as:

MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT OF MOTION FOR FINAL APPROVAL OF CLASS REPRESENTATIVE SERVICE PAYMENT, ATTORNEY FEES, AND COSTS

on the interested parties by transmitting a true and correct copy thereof addressed as follows:

Michael J. O'Connor
Sarkis A. Atoyan
ATKINSON, ANDELSON, LOYA, RUUD & ROMO
4275 Executive Square, Suite 700
La Jolla, CA 92037
michael.oconnor@aalrr.com
sarkis.atoyan@aalrr.com
Attorneys for Defendant
Los Angeles Breakers FC

☒ **VIA ELECTRONIC SERVICE:**
Pursuant to the Court's Order, I personally sent such document(s) via Case Anywhere to all parties registered in this Action.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct and was executed on September 24, 2025 at Sierra Madre, California.

Abraham Polayes
Type or Print Name

Signature