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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES – STANLEY MOSK COURTHOUSE**

GUADALUPE MOYA; 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.

USRG (CALIFORNIA) INC., a California
corporation; U.S. RESIDENTIAL GROUP,
LLC, an unknown business entity; and DOES 1
through 100, inclusive,

Defendants.

Case No.: BC625588

Honorable Robert B. Broadbelt
Department 53

CLASS ACTION

**PLAINTIFF'S NOTICE OF MOTION
AND MOTION FOR FINAL APPROVAL
OF CLASS ACTION AND PAGA
SETTLEMENT, ATTORNEYS' FEES,
COSTS, AND ENHANCEMENT
PAYMENT; MEMORANDUM OF
POINTS AND AUTHORITIES IN
SUPPORT THEREOF**

[Declaration of Class Counsel
(Edwin Aiwazian); Declaration of Class
Representative (Guadalupe Moya);
Declaration of Settlement Administrator
(Cassandra Cita); and [Proposed] Final
Approval Order and Judgment filed
concurrently herewith]

Reservation No.: 409379171477
Date: August 23, 2019
Time: 10:00 a.m.
Department: 53

Complaint Filed: June 30, 2016
FAC Filed: February 20, 2019
Trial Date: None Set

1 **PLEASE TAKE NOTICE** that on August 23, 2019, at 10:00 a.m., in Department 53 of
2 the above-entitled Court, located at Stanley Mosk Courthouse, 111 North Hill Street, Los
3 Angeles, California 90012, Plaintiff Guadalupe Moya ("Plaintiff") will and hereby does move
4 for an order granting final approval of:

5 1. The Joint Stipulation of Class Action and PAGA Settlement and Release
6 ("Settlement," "Agreement," or "Settlement Agreement") on the grounds that the Settlement is
7 fair, adequate, and reasonable because:

- 8 • The Net Settlement Amount of approximately **\$153,440.11** will be distributed to the
9 Class Members who have not submitted a timely and valid Request for Exclusion
10 ("Participating Class Members") in accordance with the Settlement;
- 11 • **No objections** to the Class Settlement were submitted to the settlement
12 administrator, Simpluris, Inc. ("Settlement Administrator");
- 13 • **No requests for exclusion from the Class Settlement ("Requests for Exclusion")**
14 were submitted to the Settlement Administrator;

15 2. Payment in the amount of **\$117,800.00** to Lawyers for Justice, PC ("Class
16 Counsel"), representing thirty-eight percent (38%) of the Class Settlement Amount for attorneys'
17 fees, which is reasonable and justified on a percentage-basis and also based on a lodestar cross-
18 check;

19 3. Payment in the amount of **\$24,459.89** to Class Counsel for reimbursement of
20 litigation costs and expenses;

21 4. Payment in the amount of **\$4,300.00** to the Settlement Administrator, Simpluris,
22 Inc., for Settlement Administration Costs;

23 5. Payment in the amount of **\$5,000.00** to Plaintiff Guadalupe Moya, as a Class
24 Representative Enhancement Payment, for her time and effort in representing the Class; and

25 6. Allocation of the penalties under the Private Attorneys General Act of 2004,
26 California Labor Code section 2698, *et seq.*, in the amount of **\$5,000.00**, of which seventy-five
27 percent (75%), or \$3,750, will be paid to the California Labor and Workforce Development
28 Agency and twenty-five percent (25%), or \$1,250, will be distributed to Class Members who

1 worked for Defendants within the period between May 27, 2015 and April 30, 2018.

2 This Motion is based upon the following Memorandum of Points and Authorities; the
3 Declarations of Class Counsel (Edwin Aiwazian), Class Representative (Guadalupe Moya), and
4 Settlement Administrator (Cassandra Cita of Simpluris, Inc.) in support thereof; the pleadings
5 and other records on file with the Court in this matter; and such evidence and oral argument as
6 may be presented at the hearing on this Motion.

7 Dated: August 1, 2019

LAWYERS for JUSTICE, PC

8
9 By:

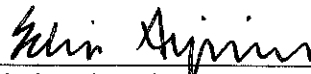

Edwin Aiwazian
Attorneys for Plaintiff and the Class

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MEMORANDUM OF POINTS AND AUTHORITIES

I. SUMMARY OF MOTION

Plaintiff Guadalupe Moya ("Plaintiff") seeks final approval of: (1) the Class Settlement Amount of \$310,000; (2) attorneys' fees in the amount of \$117,800 and reimbursement of litigation costs and expenses in the amount of \$24,459.89 to Lawyers for Justice, PC ("Class Counsel"); (3) Settlement Administration Costs in the amount of \$4,300 to Simpluris, Inc. ("Simpluris" or "Settlement Administrator"); (4) Class Representative Enhancement Payment in the amount of \$5,000 to Plaintiff Guadalupe Moya; and (5) allocation of \$5,000 for penalties under the Private Attorneys General Act of 2004, California Labor Code § 2698, *et seq.* ("PAGA Payment").

Plaintiff seeks relief on behalf of the following Class:

All individuals who are or were employed by Defendants in the State of California during the time period from June 30, 2012 through April 30, 2018 as on-site employees classified as "exempt," holding the position of "property manager," "assistant property manager," "community manager," "assistant community manager," "maintenance supervisor," "assistant maintenance supervisor," and/or similar job titles ("Class" or "Class Members").¹

This litigation involved ongoing investigations leading up to the filing of the action and after the action was filed, significant formal and informal discovery, review and analysis of thousands of pages of documents and data, and extensive settlement negotiations. This matter has required 454.80 hours of attorney time from Class Counsel. As will be demonstrated herein, the request for attorneys' fees, which represents thirty-eight percent (38%) of the Class 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.

Plaintiff moves for final approval of the Class Representative Enhancement Payment in the amount of \$5,000 to Plaintiff Guadalupe Moya, to compensate her for the time and effort that she expended spearheading this lawsuit on behalf of the Class. Plaintiff also moves for final approval of the payment to the Settlement Administrator in the amount of \$4,300 for Settlement Administration Costs. Plaintiff also moves for final approval of the allocation of \$5,000 for the

¹ Joint Stipulation of Class Action and PAGA Settlement and Release ("Settlement Agreement"), ¶ 6.

1 PAGA Payment, of which \$3,750 will be paid to the California Labor Workforce and
2 Development Agency ("LWDA") for its portion of the PAGA Payment ("LWDA Payment"),
3 and \$1,250 ("Employee PAGA Portion") will be distributed to Class Members who worked for
4 Defendants USRG (California) Inc. and U.S. Residential Group, LLC ("Defendants") within the
5 period between May 27, 2015 and April 30, 2018 ("PAGA Period").

6 The contemplated attorneys' fees and reimbursement of litigation costs and expenses
7 ("Attorneys' Fees and Costs"), Class Representative Enhancement Payment, Settlement
8 Administration Costs, and allocation for the PAGA Payment were fully disclosed in the Notice
9 of Class Action Settlement ("Class Notice") that was mailed to the Class Members. Most
10 importantly, as of the date of this Motion, *not a single Class Member has objected to the*
11 *requested Attorneys' Fees and Costs, Class Representative Enhancement Payment, Settlement*
12 *Administration Costs, or allocation for PAGA Payment.*

13 The Settlement is fair, adequate, and reasonable, and is the product of arm's-length,
14 good-faith negotiations by experienced counsel. Accordingly, the Court should grant final
15 approval of the Settlement, and award the Attorneys' Fees and Costs, Class Representative
16 Enhancement Payment, Settlement Administration Costs, and PAGA Payment in the amounts as
17 fully disclosed to the Class and as requested herein.

18 **II. PROCEDURAL HISTORY AND FACTUAL BACKGROUND**

19 Defendants are a property management company. Plaintiff Guadalupe Moya is a former
20 employee of Defendants who commenced this action against Defendants on June 30, 2016,
21 individually and on behalf of other aggrieved employees pursuant to the Private Attorneys
22 General Act of 2004, California Labor Code § 2698, *et seq.* ("PAGA"). The action was filed in
23 the Los Angeles County Superior Court, Case No. BC625588.

24 On August 8, 2016, Defendants filed the Answer to Plaintiff's Unverified Complaint
25 Under the Private Attorneys General Act (PAGA), California Labor Code § 2698, *Et Seq.*

26 On May 17, 2017, Defendants filed an *Ex Parte* Application for an Order Continuing
27 Trial Date and Dates Contingent Thereon by Stipulation ("Defendants' *Ex Parte* Application
28 Regarding Trial Date"), and on May 18, 2017, the Court entered an order granting Defendants'

1 *Ex Parte* Application Regarding Trial Date.

2 On October 25, 2017, Defendants filed a Motion for Summary Judgment. On December
3 7, 2017, Plaintiff filed an *Ex Parte* Application for an Order Continuing the Filing Deadline for
4 Plaintiff's Opposition to Defendant's Motion for Summary Judgment, and a Continuance of the
5 Motion for Summary Judgment Hearing and Trial Date of this Case ("*Ex Parte* Application
6 Regarding Opposition to Motion for Summary Judgment"), and on December 7, 2017, the Court
7 entered an order granting the *Ex Parte* Application Regarding Opposition to Motion for
8 Summary Judgment. On July 9, 2018, Defendants took the Motion for Summary Judgment off
9 calendar.

10 On December 31, 2018, Plaintiff filed an Unopposed *Ex Parte* Application for an Order
11 Vacating, or in the Alternative Continuing, the Trial Date and All Trial-Related Hearing Dates
12 and Deadlines ("Plaintiff's *Ex Parte* Application Regarding Trial Date"), and on January 2,
13 2019, the Court entered an Order granting Plaintiff's *Ex Parte* Application Regarding Trial Date.

14 On February 20, 2019, Plaintiff filed a First Amended Class Action Complaint for
15 Damages & Complaint for Enforcement Under the Private Attorneys General Act, California
16 Labor Code § 2698, Et Seq. Plaintiff's core allegation is that Defendants have violated the
17 California Labor Code by engaging in a uniform practice and procedure, with respect to Plaintiff
18 and the Class Members, of, *inter alia*, misclassifying them as exempt and failing to pay all wages
19 due and owing, failing to provide compliant meal and rest periods and associated premium pay,
20 failing to timely pay wages during employment and upon termination, failing to provide
21 compliant wage statements, failing to maintain requisite payroll records, and failing to reimburse
22 necessary business expenses, and thereby engaged in unfair business practices under the
23 California Business and Professions Code and conduct giving rise to penalties under PAGA.

24 Defendants have denied, and continue to deny, any liability and wrongdoing of any kind
25 associated with any of the allegations in the action, and further deny that the action is appropriate
26 for representative adjudication or class treatment for any purpose other than for settlement
27 purposes only.

28 ///

The parties have actively litigated this matter since the action was commenced on June 30, 2016. The parties have conducted significant formal and informal discovery and investigation into the claims. Both sides have propounded and responded to multiple sets of formal written discovery requests in various forms and attended an informal discovery conference with the Court. Class Counsel also prepared for and took the depositions of Defendants' Person Most Knowledgeable witness and multiple non-party witnesses and prepared for and defended the deposition of Plaintiff. The parties engaged in extensive discussions regarding the strengths and weaknesses of Plaintiff's claims and Defendants' defenses thereto, and after extensive settlement negotiations, the parties reached the Settlement described herein to resolve this action in its entirety.

On January 31, 2019, Plaintiff filed a Motion for Preliminary Approval of Class Action and PAGA Settlement ("Motion for Preliminary Approval"). On February 15, 2019, the Court entered the Order Granting Preliminary Approval of Class Action and PAGA Settlement ("Preliminary Approval Order"), thereby preliminarily approving the terms of the Settlement, the Class Notice, and the proposed administration procedures.

Plaintiff now moves for final approval of the Settlement, Attorneys' Fees and Costs, Class Representative Enhancement Payment, Settlement Administration Costs, and allocation for the PAGA Payment.

III. SUMMARY OF THE SETTLEMENT TERMS AND PLAN OF DISTRIBUTION

Under the terms of the Settlement Agreement, Defendants have agreed to pay a Class Settlement Amount of \$310,000 on a non-reversionary basis.² Subject to approval by the Court, the Net Settlement Amount will be calculated by deducting the following amounts from the Class Settlement Amount: (1) Attorneys' Fees and Costs, consisting of attorneys' fees in the amount of \$117,800, which is thirty-eight percent (38%) of the Class Settlement Amount, and reimbursement of litigation costs and expenses in the amount of \$24,459.89, to Class Counsel; (2) Class Representative Enhancement Payment in the amount of \$5,000 to Plaintiff Guadalupe Moya; (3) Settlement Administration Costs in the amount of \$4,300 to Simpluris; and (4) the

² Settlement Agreement, ¶ 9.

1 PAGA Payment in the amount of \$5,000.³

2 The Net Settlement Amount, which is estimated to be \$153,440.11, will be fully
3 distributed to Class Members who do not submit a timely and valid request to be excluded from
4 the Class Settlement⁴ ("Participating Class Members"), in accordance with the Settlement
5 Agreement.⁵ Each Participating Class Member will be entitled to a share of the Net Settlement
6 Amount ("Individual Settlement Share") based on the number of weeks that he or she was
7 credited to have worked for Defendants during the period from June 30, 2012 to April 30, 2018
8 in the State of California as on-site employees classified as "exempt," holding the title of
9 "property manager," "assistant property manager," "community manager," "assistant community
10 manager," "maintenance supervisor," "assistant maintenance supervisor," and or similar job title
11 ("Workweeks").⁶ The Individual Settlement Shares will be calculated by dividing the number of
12 Workweeks of each Participating Class Member by the total number of Workweeks of all
13 Participating Class Members and multiplying the resulting figure by the Net Settlement
14 Amount.⁷

15 Class Members had sixty (60) calendar days after the Settlement Administrator initially
16 mailed the Class Notice to the Class Members ("Response Deadline") to submit a request to be
17 excluded from the Class Settlement ("Request for Exclusion"), objection to the Class Settlement
18 ("Notice of Objection"), and/or dispute regarding the number of Workweeks credited to each of
19 them to the Settlement Administrator.⁸ In the case of a Class Notice that was re-mailed to a
20 Class Member, the Response Deadline was extended fifteen (15) calendar days.⁹ The Response
21

22
23 ³ Settlement Agreement, ¶¶ 3, 8, 18, 21, 30, 35, 36, 37 & 39; see also Declaration of Cassandra Cita Regarding
Notice and Settlement Administration ("Simpluris Declaration" or "Simpluris Decl."), ¶ 16.

24 ⁴ The "Class Settlement" refers to the settlement and release of Released Claims that do not arise under the Private
Attorneys General Act of 2004, California Labor Code section 2698, *et seq.* for the entire period from June 30, 2012
to February 15, 2019. See Settlement Agreement, ¶ 62.

25 ⁵ This amount is higher than the amount stated in Paragraph 13 of the accompanying Simpluris Declaration because
the Settlement Administrator's calculation assumes that Class Counsel will obtain reimbursement of litigation costs
26 and expenses in the maximum amount of \$6,500, which is allocated under the Settlement. However, Class Counsel
seeks reimbursement of litigation costs and expenses in the amount of only \$24,459.89, and the difference of
27 \$5,540.11 will remain a part of the Net Settlement Amount.

28 ⁶ Settlement Agreement, ¶¶ 32, 41(a) & 41(b).

⁷ *Id.*, ¶¶ 41(a) & 41(b).

⁸ *Id.*, ¶¶ 29, 48, 50 & 53.

⁹ *Id.*, ¶ 29.

1 Deadline was May 10, 2019.¹⁰ As of the date of this Motion, the Settlement Administrator has
2 not received any Requests for Exclusion, Notices of Objection, and/or Workweeks dispute.¹¹

3 The PAGA Payment of \$5,000 will be fully distributed as follows: \$3,750 (75% of
4 \$5,000) to be paid to the LWDA and \$1,250 (25% of \$5,000) (i.e., Employee PAGA Portion) to
5 be paid to Class Members who worked for Defendants within the PAGA Period on a *pro rata*
6 basis, based on the number of Workweeks credited to each of them.¹²

7 The share of the Employee PAGA Portion to Class Members who worked for Defendants
8 within the PAGA Period will be allocated as one hundred percent (100%) non-wages for
9 penalties, to be reported on IRS Form 1099.¹³ Individual Settlement Shares will be allocated as
10 one-third (1/3) wages, to be reported on IRS Form W-2; and as two-third (2/3) non-wages for
11 interest and penalties, to be reported on IRS Form 1099.¹⁴ Individual Settlement Shares will be
12 paid out to Participating Class Members subject to reduction for the applicable employee's share
13 of taxes and withholdings with respect to the wage portion of the Individual Settlement Shares,
14 and the net payment of a Participating Class Member's Individual Settlement Share is his or her
15 "Individual Settlement Payment."¹⁵ Defendants will pay the employer's share of payroll taxes
16 with respect to the wage portion of Individual Settlement Shares separately and in addition to the
17 Class Settlement Amount.¹⁶

18 Any checks issued by the Settlement Administrator to Participating Class Members and
19 Class Members who worked for Defendants within the PAGA Period that have been returned as
20 undeliverable and/or remain un-cashed for more than one hundred eighty (180) calendar days
21 after issuance will be cancelled, and the funds associated with such cancelled checks will be
22 deposited with the California Department of Industrial Relations Unpaid Wage Fund in the
23 names of the Class Members whose checks were cancelled, in each of their respective amounts.¹⁷

24 ///

25 ¹⁰ Simpluris Decl., ¶ 9; Exh. A.

26 ¹¹ *Id.*, ¶¶ 10-12.

27 ¹² Settlement Agreement, ¶¶ 21, 22, 39 & 41(c).

28 ¹³ *Id.*, ¶ 57.

¹⁴ *Ibid.*

¹⁵ *Id.*, ¶¶ 15 & 57.

¹⁶ Settlement Agreement, ¶ 9.

¹⁷ *Id.*, ¶ 55.

IV. THE SETTLEMENT ADMINISTRATION PROCESS

The Court-appointed Settlement Administrator, Simpluris, has taken all necessary steps to effectuate the notice and settlement administration process, as set forth in the Court's February 15, 2019 Preliminary Approval Order.

On February 18, 2019, Simpluris received the Court-approved text for the Class Notice from Class Counsel.¹⁸

On March 1, 2019, Simpluris received a data spreadsheet in Microsoft Office Excel format from Defendants' counsel that contained the full names, last known addresses, last known telephone numbers, Social Security numbers, dates of employment, and Workweeks for Class Members ("Class List").¹⁹ The Class List contained information for fifty-seven (57) individuals identified as Class Members, of which forty-one (41) worked for Defendants within the PAGA Period.²⁰ Simpluris processed and updated the addresses in the Class List utilizing the National Change of Address Database ("NCOA").²¹

On March 11, 2019, Simpluris mailed the Class Notice in English and Spanish to fifty-seven (57) individuals identified as Class Members in the Class List via First-Class U.S. Mail.²²

As of the date of this Motion, nine (9) Class Notices have been returned to Simpluris by the United States Postal Service as undeliverable, of which none had forwarding addresses.²³ Simpluris performed an advanced address search (i.e., skip-tracing) on Class Notices returned as undeliverable without forwarding addresses, located an updated address for six (6) undeliverable Class Notices, and promptly re-mailed the Class Notices to the updated addresses located through skip-tracing.²⁴ Ultimately, three (3) Class Notices remain undeliverable.²⁵

As of the date of this Motion, the Settlement Administrator has not received any Requests for Exclusion, Notices of Objection, or Workweeks disputes from Class Members.²⁶

¹⁸ Simpluris Decl., ¶ 4.

¹⁹ *Id.*, ¶ 5.

²⁰ *Ibid.*

²¹ *Id.*, ¶ 6.

²² Simpluris Decl., ¶ 7.

²³ *Id.*, ¶ 8.

²⁴ *Ibid.*

²⁵ *Ibid.*

²⁶ Simpluris Decl., ¶¶ 10-12.

To date, there are fifty-seven (57) Class Members, representing 100% of the Class, who did not opt out of the Class Settlement and are, therefore, deemed to be Participating Class Members.²⁷ Pursuant to the terms of the Settlement, the Net Settlement Amount of \$153,440.11 will be fully distributed to Participating Class Members, the Employee PAGA Portion will be fully distributed to Class Members who worked for Defendants within the PAGA Period, and \$3,750 will be fully distributed to the LWDA, in accordance with the Settlement.²⁸ It is currently estimated that the highest Individual Settlement Share to a Participating Class Member is at least \$7,533.40 and the average Individual Settlement Share is at least \$2,594.74.²⁹ In addition, the highest and average payments from the Employee PAGA Portion to Class Members who worked for Defendants within the PAGA Period are \$56.06 and \$30.49, respectively.³⁰

V. THE COURT SHOULD GRANT FINAL APPROVAL OF THE CLASS ACTION SETTLEMENT.

The trial court has broad discretion to determine whether a class action settlement is fair and reasonable. *Chavez v. Netflix, Inc.* (2008) 162 Cal.App.4th 43, 52. To determine whether the settlement is fair and reasonable, courts consider relevant factors such as:

the strength of plaintiffs' case, the risk, expense, complexity and likely duration of further litigation, the risk of maintaining class action status through trial, the amount offered in settlement, the extent of discovery completed and the stage of the proceedings, the experience and views of counsel, the presence of a governmental participant, and the reaction of the class members to the proposed settlement.

Dunk v. Ford Motor Co. (1996) 48 Cal.App.4th 1794, 1801. "The list of factors is not exclusive and the court is free to engage in a balancing and weighing of the factors depending on the circumstances of each case." *Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 245. Importantly, "[d]ue regard should be given to what is otherwise a private consensual agreement between the parties." *Dunk, supra*, 48 Cal.App.4th at 1801.

²⁷ Simpluris Decl., ¶ 13.

²⁸ *Id.*, ¶¶ 13 & 15; see also, n.5, *supra*.

²⁹ *Id.*, ¶ 14. The actual average and highest estimated Individual Settlement Shares will be larger than the amounts stated in the Simpluris Declaration because the Net Settlement Amount is larger due to Class Counsel's request for reimbursement of litigation costs and expenses in an amount that is less than \$30,000 (the difference between the amount sought and the amount authorized under the Settlement, i.e., \$5,540.11, will be part of the Net Settlement Amount). See n.5, *supra*.

³⁰ Simpluris Decl., ¶ 15.

The proponent of the settlement has the burden to show that it is fair and reasonable. *Wershba, supra*, 91 Cal.App.4th at 245. At the final approval stage, a presumption of fairness exists where, as here: “(1) the settlement is reached through arm’s-length bargaining; (2) investigation and discovery are sufficient to allow counsel and the court to act intelligently; (3) counsel is experienced in similar litigation; and (4) the percentage of objectors is small.” *Dunk, supra*, 48 Cal.App.4th at 1802. In reviewing a class settlement, the court need not reach any ultimate conclusions on the issues of fact and law that underlie the merits of the dispute. *Eleven Owners for Fair Franchising v. Southland Corp.* (2000) 85 Cal.App.4th 1135, 1146. The inquiry is not whether the settlement agreement is the best one that class members could have possibly obtained, but whether the settlement taken as a whole is “fair, adequate, and reasonable.” *Chavez v. Netflix, Inc.* (2008) 162 Cal.App.4th 43, 55. A settlement need not obtain 100 percent of the damages sought in order to be fair, reasonable, and ultimately, meaningful. *Wershba, supra*, 91 Cal.App.4th at 251. Even if the proposed settlement affords relief that is substantially narrower than it would be if the lawsuit was to be successfully litigated, that is no bar to a class settlement because the public interest may indeed be served by a voluntary settlement in which each side gives ground in the interest of avoiding prolonged litigation. *Id.*

A. The Settlement Resulted from Arm’s-Length Negotiations Based Upon Extensive Investigation and Discovery.

The parties actively litigated this matter since the case was commenced on June 30, 2016. Prior to reaching the Settlement, the parties investigated the veracity, strength, and scope of the claims and defenses, and Class Counsel was preparing the matter for representative adjudication, class certification, and trial.³¹ The parties conducted significant investigation into the facts of the case and engaged in extensive formal and informal discovery.³² Class Counsel propounded multiple sets of written discovery requests in various forms, reviewed Defendants’ responses and supplemental responses thereto, and served multiple deposition notices on both Defendants.³³

³¹ Aiwazian Decl., ¶ 6.

³² *Ibid.*

³³ *Ibid.*

1 Class Counsel worked with Plaintiff to provide responses to requests for production of
2 documents that were propounded by Defendants.³⁴ Class Counsel also prepared for and defended
3 the deposition of Plaintiff Guadalupe Moya and prepared for and took the depositions of
4 Defendants' Person Most Knowledgeable designee over two (2) full days and four (4) non-party
5 witnesses.³⁵ Class Counsel interviewed and obtained information from Plaintiff and other Class
6 Members, including and not limited to the names of potential witnesses, and reviewed and
7 analyzed thousands of pages of documents and data produced by Defendants and obtained
8 through other sources.³⁶ The documents and data reviewed and analyzed by Class Counsel
9 included, and were not limited to, Plaintiff and other Class Members' employment records, a
10 detailed sampling of Class Members' time and pay data (including, but not limited to, timecards,
11 payroll records, and wage statements), Defendants' Employee Handbooks and Associate
12 Handbook, agreements, internal memoranda, job titles and descriptions, forms (such as,
13 Defendants' Reimbursement Form and Mileage Reimbursement Form), and Defendants'
14 operations and employment practices (such as, Defendants' Hiring Guide), procedures (such as,
15 Defendants' Payroll Procedures and Rent Deduction through Payroll Procedures), and policies
16 (such as, Defendants' Meal (Lunch) Break and Rest Scheduling Break policy and Break and
17 Overtime policy), among other information and documents.³⁷ Class Counsel also researched
18 applicable law, developed damages/valuation models, and met and conferred with Defendants'
19 counsel on numerous occasions, e.g., to discuss issues relating to the pleadings, motion practice,
20 *ex parte* applications, discovery, and production of documents and data.³⁸

21 After conducting informal and formal discovery and investigation into the facts of the
22 case, the parties engaged in extensive settlement negotiations.³⁹ Prior to and during settlement
23 discussions, the parties exchanged information and data, and discussed various aspects of the
24 case, including and not limited to, the risks and delays of further litigation, the risks and
25 expenses to the parties of proceeding with representative adjudication, class certification, and/or

26 ³⁴ Aiwazian Decl., ¶ 6

27 ³⁵ *Ibid.*

28 ³⁶ *Ibid.*

³⁷ *Ibid.*

³⁸ Aiwazian Decl., ¶ 6

³⁹ *Id.*, ¶ 8.

1 trial, the law relating to misclassification theory, meal and rest periods, representative PAGA
2 claims, and wage-and-hour enforcement, the evidence produced and analyzed, and the possibility
3 of appeals, among other things.⁴⁰ During all settlement discussions, the parties conducted their
4 negotiations at arm's length in an adversarial position.⁴¹ Arriving at a settlement that was
5 acceptable to the parties was not easy.⁴² Defendants and their counsel felt very strongly about
6 Defendants' ability to prevail on the merits and to defeat class certification, while Plaintiff and
7 Class Counsel believed that class certification would be obtained and Plaintiff would prevail at
8 trial.⁴³ After conducting extensive formal and informal discovery, investigations, and settlement
9 negotiations, the parties agreed that this matter was well-suited for settlement given the legal
10 issues relating to Plaintiff's principal claims, as well as the costs and risks to the parties that
11 would attend further litigation.⁴⁴

12 The Settlement takes into account the strengths and weaknesses of each side's position
13 and the uncertainty of how the case might have concluded at certification, trial, and/or appeals.
14 Class Counsel interviewed, and obtained information from Plaintiff and other Class Members.⁴⁵
15 Class Counsel also reviewed and analyzed a large volume of documents produced by Defendants
16 and obtained through other sources, and performed significant research into the law concerning
17 representative PAGA claims, certification, misclassification theory, meal and rest periods, wage-
18 and-hour enforcement, Plaintiff's claims, and Defendants' defenses, as well as facts discovered.⁴⁶
19 The Settlement was based on this volume of facts, evidence, and investigation.⁴⁷ Additionally,
20 Class Counsel has extensive experience in handling complex wage-and-hour matters, including
21 significant experience in employment class action litigation.

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25 ⁴⁰ Aiwazian Decl., ¶ 8.

26 ⁴¹ *Ibid.*

27 ⁴² *Ibid.*

28 ⁴³ *Ibid.*

⁴⁴ Aiwazian Decl., ¶ 8.

⁴⁵ *Id.*, ¶ 6.

⁴⁶ *Ibid.*

⁴⁷ *Id.*, ¶¶ 6 & 8.

1 **B. The Risks Inherent in Continued Litigation Favor Final Approval of the**
2 **Settlement.**

3 The Class Settlement Amount of \$310,000 represents a fair, adequate, and reasonable
4 resolution of this case, given the risks inherent in litigating class and representative claims
5 through certification proceedings, trial, and/or appeals.⁴⁸ The Settlement was calculated using
6 information and data uncovered through extensive case investigation, formal and informal
7 discovery, and the exchange of information and documents.⁴⁹ Had the case not settled,
8 Defendants would have vigorously challenged manageability of representative adjudication,
9 certifiability, and liability. Defendants contended that individualized questions of fact
10 predominate over any common issues, and these issues would pose challenges to representative
11 adjudication and certification. Defendants would have likely argued again at trial, if any, that
12 Plaintiff's claims were not appropriate for class-wide and/or representative adjudication. On the
13 other hand, Defendants also faced the risk of the Court certifying a class and allowing a jury to
14 decide Plaintiff's claims on a representative and/or class-wide basis. Additionally, preparation
15 for trial would have been expensive for all parties.

16 It is preferable to reach an early resolution of a dispute because such resolutions save
17 time and money that would otherwise go to litigation. If this case had settled after further
18 litigation, the settlement amount would have taken into account the additional costs incurred, and
19 there might have been less money available for the Class Members after all was said and done.
20 This is not just an abstract contention. The risks and expenses of further litigation outweighed
21 any benefit that might have been gained otherwise. These risks of further litigation include a
22 determination that the claims were unsuitable for representative adjudication and/or class
23 treatment, failure to obtain certification, class de-certification after certification of a class,
24 allowing a jury to decide the claims asserted in the action, and the real possibility of no recovery
25 after years of litigation. Additionally, the parties were moving into the phase of the litigation
26 where they would have to conduct a significant amount of additional discovery, including and
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28 ⁴⁸ Aiwazian Decl., ¶¶ 8 & 21.

⁴⁹ *Id.*, ¶¶ 5-8.

1 not limited to, additional depositions of Defendants' Person Most Knowledgeable designees,
2 expert witnesses, and percipient witnesses, such as managers, supervisors, and other current and
3 former employees throughout the State of California. Additional discovery disputes would have
4 certainly arisen, which would have cost the parties additional time and money. In contrast, the
5 Settlement provides real and significant benefits for the Class here and now, while avoiding the
6 further expenses, risks, and delay of prolonged litigation with only the possibility of recovery.

7 It would be grossly inefficient for such a large class of current and former employees to
8 bring individual actions to recover from Defendants for the alleged violations of wage-and-hour
9 laws. Moreover, the potential individual recovery that could be obtained by a Class Member
10 would not be significant enough to provide him or her with the incentive to sue. By granting
11 final approval of the Settlement, the Court can approve a resolution that provides a certain and
12 substantial recovery.

13 **C. The Settlement Is Fair, Reasonable, and Adequate.**

14 The Class Settlement Amount of \$310,000 represents a fair, reasonable, and adequate
15 resolution of the case. The Settlement was calculated using information and data uncovered
16 through case investigation, formal and informal discovery, and the exchange of information and
17 documents. The Settlement takes into account the potential risks and rewards inherent in any
18 case and, in particular, in this case. Moreover, considering all of the facts in this case, the Class
19 Settlement Amount represents a considerable recovery.

20 Even after deducting the attorneys' fees in the amount of \$117,800, litigation costs and
21 expenses in the amount of \$24,459.89, Class Representative Enhancement Payment in the
22 amount of \$5,000, Settlement Administration Costs in the amount of \$4,300, and PAGA
23 Payment in the amount of \$5,000 from the Class Settlement Amount of \$310,000, the Net
24 Settlement Amount is currently estimated to be \$153,440.11.⁵⁰ Under the Settlement Agreement,
25 the Class Settlement Amount will be fully paid out, in accordance with the terms of the
26 Settlement. As discussed in Section III, *supra*, each Participating Class Member will be paid a
27 *pro rata* share of the Net Settlement Amount and each Class Member who worked for
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⁵⁰ Simpluris Decl., ¶ 13; see n.5.

Defendants within the PAGA Period will be paid a *pro rata* share of the Employee PAGA Portion, based on the number of Workweeks credited to him or her. To date, there are fifty-seven (57) Participating Class Members, representing 100% of the Class Members.⁵¹ It is currently estimated that the highest Individual Settlement Share to a Participating Class Member is at least \$7,533.40 and the average Individual Settlement Share is at least \$2,594.74.⁵² In addition, the highest and average payments to Class Members who worked for Defendants within the PAGA Period are \$56.06 and \$30.49, respectively.⁵³

At the final approval stage, “[a]n allocation formula need only have a reasonable, rational basis [to warrant approval], particularly if recommended by experienced and competent class counsel.” *In re American Bank Note Holographics, Inc., Securities Litigation* (S.D.N.Y. 2001) 127 F.Supp.2d 418, 429-30. In light of the above considerations, Class Counsel believes that the Settlement as a whole is fair, reasonable, and adequate, and in the best interest of the Class Members.⁵⁴ Although the recommendations of Class Counsel are not conclusive, the Court can properly take the recommendations into account, particularly if Class Counsel appears to be competent, have experience with this type of litigation, and significant discovery and investigation have been completed, as is the case here. Conte & Newberg, *Newberg on Class Actions* (4th Ed., 2002) § 11.47. Accordingly, the Court should grant final approval of the Settlement.

D. The Class Was Represented by Competent Counsel.

Class Counsel has extensive experience in employment class action law and complex wage-and-hour litigation.⁵⁵ Lawyers for Justice, PC has been appointed class counsel in numerous complex wage-and-hour cases, and has recovered millions of dollars for individuals in California.⁵⁶ Both parties’ counsel were capable of assessing the strengths and weaknesses of the Class Members’ claims against Defendants and the benefits of the Settlement under the circumstances of the case and in the context of a private, consensual settlement agreement.

⁵¹ Simpluris Decl., ¶ 13.

⁵² *Id.*, ¶ 14; see n.29, *supra*.

⁵³ *Id.*, ¶ 15.

⁵⁴ Aiwasian Decl., ¶ 21.

⁵⁵ *Id.*, ¶¶ 15-18.

⁵⁶ *Ibid.*

1 **E. There Are No Objections to the Class Settlement.**

2 The Settlement has been well received by the Class – *not a single Class Member*
3 *objected to or opted out of the Class Settlement.*⁵⁷ Specifically, no objections have been made as
4 to the Class Settlement Amount or requests for Attorneys’ Fees and Costs, Class Representative
5 Enhancement Payment, Settlement Administration Costs, or the allocation for PAGA Payment.
6 California courts have consistently found that a small number of objectors indicates the class’
7 support for a settlement and strongly favors final approval. *Wershba, supra*, 91 Cal.App.4th at
8 250-51 (final approval granted despite 20 objectors); *7-Eleven Owners, supra*, 85 Cal.App.4th at
9 1152-53 (final approval granted despite 9 objectors).

10 Here, the lack of any objections speaks volumes about the fairness, reasonableness, and
11 adequacy of this Settlement. Accordingly, the Settlement as a whole is presumed to be fair,
12 reasonable, and adequate, and the Court should grant final approval of the Settlement in its
13 entirety. *Dunk, supra*, 48 Cal.App.4th at 1802.

14 **VI. THE ATTORNEYS’ FEES REQUESTED BY CLASS COUNSEL IS FAIR AND**
15 **REASONABLE AND SHOULD BE APPROVED.**

16 **A. Legal Standard for Attorneys’ Fees in a Class Action Settlement.**

17 Trial courts have “wide latitude” in assessing the value of attorneys’ fees and their
18 decisions will “not be disturbed on appeal absent a manifest abuse of discretion.” *Lealao v.*
19 *Beneficial Cal., Inc.* (2000) 82 Cal.App.4th 19, 41; *Ketchum v. Moses* (2001) 24 Cal.4th 1122,
20 1132 (The “experienced trial judge is the best judge of the value of professional services
21 rendered in his court[.]”); *Cellphone Termination Fee Cases* (2009) 180 Cal.App.4th 1110, 1118.
22 Where the amount of a settlement is a “certain easily calculable sum of money,” California
23 courts may calculate attorneys’ fees as a reasonable percentage of the settlement. Weil and
24 Brown, *California Practice Guide, Civil Procedure Before Trial*, Chapter 14, § 14:145; *Dunk,*
25 *supra*, 48 Cal.App.4th at 1808. The percentage-of-the-benefit approach is preferred in class and
26 representative actions because “it better approximates the workings of the marketplace than the
27 lodestar approach.” *Lealao, supra*, 82 Cal.App.4th at 49.

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⁵⁷ Simpluris Decl., ¶ 10 & 12.

1 California law provides that an attorneys' fees should be equivalent to fees paid in the
2 legal marketplace for the result achieved and risk incurred. *Id.* at 47-50; *Laffitte v. Robert Half*
3 *Int'l, Inc.* (2016) 1 Cal.5th 480, 503. In *Lealao*, the court held that when an action leads to a
4 recovery that can be "monetized" with a reasonable degree of certainty, the trial court should
5 "ensure that the fee awarded is within the range of fees freely negotiated in the legal marketplace
6 in comparable litigation." *Lealao, supra*, 82 Cal.App.4th at 50. Fee awards that are too small
7 will "chill the private enforcement essential to the vindication of many legal rights and obstruct
8 the representative actions that often relieve the courts of the need to separately adjudicate
9 numerous claims." *Lealao, supra*, 82 Cal.App.4th at 53. Therefore, fees in class and
10 representative actions should approximate the probable terms of a contingent fee contract
11 negotiated by a sophisticated attorney and client in comparable litigation. *Id.* at 48.

12 "The ultimate goal . . . is the award of a 'reasonable' fee to compensate counsel for their
13 efforts, irrespective of the method of calculation." *Consumer Privacy Cases* (2009) 175
14 Cal.App.4th 545, 557-58 (quoting *Apple Computer, Inc. v. Superior Court, supra*, 126
15 Cal.App.4th at 1270). It is not an abuse of discretion to choose one method over another as long
16 as the method chosen is applied consistently using percentage figures and/or rates that accurately
17 reflect the marketplace. In cases where class members present claims against a settlement
18 amount and the settlement agreement provides that the defendant agrees to paying the attorneys a
19 percentage of the same, use of that percentage method is appropriate. *Lealao, supra*, 82
20 Cal.App.4th at 32.

21 Historically, courts have awarded fees as high as fifty percent (50%) of the settlement,
22 depending on the circumstances of the case. Conte & Newberg, *Newberg on Class Actions* (4th
23 Ed., 2002) § 14.03; *see also In re Ampicillin Antitrust Litig.* (D.D.C. 1981) 526 F.Supp. 494
24 (awarding attorneys' fees in the amount of 45% of the settlement amount of \$7.3 million); *Beech*
25 *Cinema, Inc. v. Twentieth-Century Fox Film Corp.* (S.D.N.Y. 1979) 480 F.Supp. 1195 (awarding
26 approximately 53% of the settlement amount as attorneys' fees). California courts routinely
27 approve class action attorneys' fees "averag[ing] around one-third of the recovery." *Chavez v.*
28 *Netflix, Inc.* (2008) 162 Cal.App.4th 43, 66 n.11 (lower court found 20 to 40 percent range of

contingency fee in marketplace was appropriate in class actions).

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

California and federal courts have long recognized that an appropriate method for determining the award of attorneys' fees is based on a percentage of the total value of benefits made available to class members by the settlement. *Boeing Co. v. Van Gemert* (1980) 444 U.S. 472, 478; *Paul, Johnson, Alston & Hunt v. Graulity* (9th Cir. 1989) 886 F.2d 268, 272; *Vincent v. Hughes Air West, Inc.* (9th Cir. 1977) 557 F.2d 759, 769; *Serrano v. Priest* (1977) 20 Cal.3d 25, 34.⁵⁸ The purpose of this equitable doctrine is to spread litigation costs proportionally among all the beneficiaries so that the active beneficiary does not bear the entire burden alone. See *Vincent, supra*, 557 F.2d at 769.

When a litigant's efforts result in a settlement from which others may derive benefits, the litigant may require the passive beneficiaries to compensate those whose efforts brought about the settlement. See, R. Pearle, *California Attorney Fee Awards* (CEB, 1993) § 7A, p. 5-7 (permitting attorneys' fees and costs to be paid out of the settlement or directly on behalf of the other parties enjoying the benefit of the settlement). Both state and federal courts have embraced this doctrine. See *Serrano, supra*, 20 Cal.3d at 35; *Crampton v. Takegoshi* (1993) 17 Cal.App.4th 308, 317; *Vincent, supra*, 557 F.2d at 769.

The propriety of calculating and awarding attorneys' fees as a percentage of a monetary settlement that has, by litigation, been preserved or recovered for the benefit of others, has been confirmed by the California Supreme Court. *Laffitte, supra*, 1 Cal.5th 480 at 486 & 506. The California Supreme Court has taken the position that "[t]rial courts have discretion to conduct a lodestar cross-check on a percentage fee," "they also retain the discretion to forgo a lodestar cross-check and use other means to evaluate the reasonableness of a requested percentage fee[.]" and "[t]he percentage [...] method survives in California." *Id.* (internal quotes omitted).

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⁵⁸ The California Supreme Court has urged trial courts to consider class action federal authority. *Green v. Obledo* (1981) 29 Cal.3d 126, 146; *Vasquez v. Superior Court* (1971) 4 Cal.3d 800, 821.

1 Courts have consistently recognized that class and representative action litigation is
2 increasingly necessary to protect the rights of individuals whose injuries and/or damages are too
3 small to economically justify legal action on an individual basis. Accordingly, in determining a
4 reasonable fee award, courts award fees to serve as an economic incentive for lawyers to pursue
5 such litigation in order to achieve increased access to the judicial system for meritorious claims
6 and to enhance deterrents to wrongdoing. This is especially true in situations where multiple
7 similar alleged wrongs would not be economically feasible to pursue individually, such as here.
8 See A. Conte, *Attorney Fee Awards* (2d Ed., 1993) 104, at 6.

9 When this case was originally filed, not only was it inescapably contingent, but the
10 prospect of a long, drawn-out battle with defendants represented by experienced counsel, was
11 almost a certainty. By taking on this "battle" on a contingency basis, Class Counsel risked
12 substantial economic loss if the results were not successful. This substantial risk is the reason
13 that the courts approve the use of the percentage method when a settlement is obtained by the
14 efforts of class counsel. See *Vizcaino v. Microsoft* (9th Cir. 2002) 290 F.3d 1043, 1048-49
15 (quotations omitted) (discussing the risks of engaging in litigation without certainty of
16 compensation).

17 Under the terms of the Settlement Agreement, Defendants will pay a Class Settlement
18 Amount of \$310,000 on a non-reversionary basis. The requested attorneys' fees are thirty-eight
19 percent (38%) of the total value of the monetary settlement. In light of Class Counsel's
20 successful prosecution and resolution of this matter, the requested attorneys' fees award is
21 appropriate and reasonable.

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

Furthermore, a percentage-fee award is not dependent on a determination of the actual amount claimed by those entitled—it is the creation of the settlement that is the crucial fact. In *Winslow v. Harold G. Ferguson Corp.*, the California Supreme Court expressly held that “it is equitable that [the attorney’s] compensation and expenses should come from the entire fund saved for all classes concerned before it is distributed.” *Winslow v. Harold G. Ferguson Corp.* (1944) 25 Cal.2d 274, 284. Likewise, *Lealao* expressly held that a percentage-based fee “may be calculated on the basis of the total fund made available rather than the actual payments made to the class.” *Lealao, supra*, 82 Cal.App.4th at 51; *see also Boeing, supra*, 444 U.S. at 478 (“a litigant or a lawyer who recovers” a settlement “for the benefit of persons other than himself or his client is entitled to a reasonable attorneys’ fee from the fund as a whole”).

In *Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, in determining reasonable attorneys’ fees, the Court of Appeal valued a settlement based on the total value of the settlement made available to class members by the efforts of counsel, decided in favor of granting fees as a percentage of the total value of the settlement, and rejected an objection that the fees be awarded based on the exact amount claimed by class members. *Id.* at 247.

Class Counsel has obtained a substantial recovery in this matter, and the results achieved justify the award of a fee that is the equivalent of the standard market fee. Thus, the requested attorneys’ fees are appropriate.

C. **The Fee Award Requested by Class Counsel Is Reasonable Based on the Factors Considered in Determination of Fee Awards.**

In *Camden I Condominium Association, Inc. v. Dunkel*, the court identified twelve factors to be considered in determining whether fee awards are reasonable: (1) the time and labor required; (2) the novelty and difficulty of the questions involved; (3) the skill required to perform the legal services properly; (4) the preclusion of other employment by the attorney due to the acceptance of the case; (5) the customary fee; (6) whether the fee is fixed or contingent; (7) time limitation imposed by the client or the circumstances; (8) the amount involved and results obtained; (9) the experience, reputation and ability of the attorney; (10) the undesirability of the case; (11) the nature and length of the professional relationship with the client; and (12) awards

1 in similar cases. *Camden I Condominium Association, Inc. v. Dunkel* (11th Cir. 1991) 946 F.2d
2 768, 772.

3 Each and every one of these factors favors the attorneys' fees sought here; however,
4 some of the most relevant factors to this Court's fee determination will be addressed herein. The
5 attorneys' fees in the amount of \$117,800, which is thirty-eight percent (38%) of the Class
6 Settlement Amount, is commensurate with the time, effort, and expense dedicated to the case, the
7 contingent nature of Class Counsel's fee and the risks taken in commencing this action, the skill
8 and determination required, the results that Class Counsel has achieved, and the value of the
9 settlement that Class Counsel has obtained for the Class Members and State of California.

10 ***1. Time & Labor.***

11 Class Counsel used its class action experience and skills to litigate and bring this matter
12 to a successful conclusion. Prior to commencing the case, Class Counsel had conducted a
13 significant amount of investigation into the factual and legal issues, Defendants' business, and
14 their operations and employment policies, practices, and procedures.⁵⁹ During the litigation of
15 the case, Class Counsel conducted extensive formal and informal discovery and legal research,
16 propounded multiple sets of formal discovery requests, reviewed Defendants' responses and
17 supplemental responses thereto, worked with Plaintiff to provides responses to requests for
18 production of documents that were proponed by Defendants, prepared for and defended the
19 deposition of Plaintiff Guadalupe Moya, prepared for and took the depositions of Defendants'
20 Person Most Knowledgeable witness over the course of two (2) full days and multiple non-party
21 witnesses, interviewed and obtained information from Plaintiff and other Class Members,
22 reviewed and analyzed thousands of pages of documents and data, and prepared
23 damages/valuation calculations.⁶⁰ Class Counsel also met and conferred with Defendants'
24 counsel over issues relating to the pleadings, motion practice, *ex parte* applications, discovery,
25 and the production of documents and data, among other things; engaged in extensive settlement
26 negotiations with Defendants' counsel; and prepared for and attended court proceedings,

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28 ⁵⁹ Aiwazian Decl., ¶ 5 & Exh. A.

⁶⁰ *Id.*, ¶ 6.

1 including an informal discovery conference, and settlement negotiations.⁶¹

2 Class Counsel dedicated staffing and monetary resources necessary to prosecute the case
3 diligently and with maximum efficiency and has fully and actively participated in this litigation
4 process. The Attorney Task and Time Chart, which is attached as “**EXHIBIT A**” to the
5 accompanying Declaration of Edwin Aiwasian, sets forth in detail the hours that Class Counsel
6 has spent performing tasks on behalf of Plaintiff and the Class. Class Counsel has spent **454.80**
7 **hours** to obtain a significant recovery. These hours were required to bring this matter to its
8 successful conclusion. In light of the value of time expended and the carrying of costs involved
9 in this litigation, the requested attorneys’ fees are fair, adequate, and reasonable.

10 **2. The Skill Required to Perform Legal Services Properly.**

11 The skill required to properly litigate this case is evident not only in the results achieved,
12 but in the steps necessary to reach the same. Defendants retained well-respected counsel to
13 represent their defenses. More specifically, Defendants and their counsel felt very strongly about
14 Defendants’ ability to obtain a denial of certification and to prevail on the merits. Plaintiff and
15 Class Counsel believed that they would have obtained class certification and prevailed at trial.

16 Class Counsel undertook significant investigation, analysis, and research prior to filing
17 the case, during the litigation, and prior to settlement discussions. Class Counsel took steps to
18 prepare the matter for representative adjudication and class certification and had every intention
19 of taking the matter to trial on a representative and/or class-wide basis if Defendants did not offer
20 an appropriate class-wide settlement. Despite all of the obstacles that had to be overcome, as
21 demonstrated in the Declaration of Edwin Aiwasian, Class Counsel used its extensive experience
22 in the handling of class actions and complex wage-and-hour litigation matters in order to obtain
23 the Settlement with maximum efficiency.⁶²

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28 ⁶¹ Aiwasian Decl., ¶ 6.

⁶² *Id.*, ¶¶ 15-18.

1 3. *The Value of the Settlement for the Class Members.*

2 The Settlement represents an excellent resolution of this matter, given the risks inherent
3 in litigating this case through certification proceedings, trial, and/or appeals. Had this case not
4 settled, Defendants would have vigorously challenged manageability of representative
5 adjudication, certifiability, and liability. Defendants, however, faced risks if the Court certified
6 this case and allowed a jury to decide the claims. Additionally, preparing the case for trial would
7 have been expensive for the parties.

8 The Settlement at this stage is preferred over continued litigation because such
9 resolutions save time and money that would otherwise go to litigation. The risks and expenses of
10 further litigation outweighed any benefit that might have been gained otherwise. The Settlement
11 provides an immediate recovery, as opposed to an uncertain result in the future after prolonged
12 litigation involving expert discovery, trial preparation, class certification proceedings, and
13 appellate review of those proceedings. The Settlement offers present relief and/or recovery to
14 the Participating Class Members and the State of California while avoiding the further expense,
15 risk, and delay in obtaining possible recovery at an unknown time in the future.

16 As a result of this litigation and extensive settlement negotiations, Defendants agreed to
17 pay a Class Settlement Amount of \$310,000 to settle this matter. After deducting the attorneys'
18 fees (\$117,800), litigation costs and expenses (\$24,459.89), Class Representative Enhancement
19 Payment (\$5,000), Settlement Administration Costs (\$4,300), and PAGA Payment (\$5,000)
20 from the Class Settlement Amount, it is currently estimated that the Net Settlement Amount is
21 approximately \$153,440.11.⁶³ The Net Settlement Amount will be fully distributed to
22 Participating Class Members, the Employee PAGA Portion (\$1,250) will be fully distributed to
23 Class Members who worked for Defendants within the PAGA Period, and seventy-five percent
24 (75%) of the PAGA Payment (\$3,750) will be fully distributed to the LWDA and State of
25 California, in accordance with the terms of the Settlement. It is currently estimated that the
26 highest Individual Settlement Share to a Participating Class Member is at least \$7,533.40 and the
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⁶³ Simpluris Decl., ¶ 13; see n.5, *supra*.

1 average Individual Settlement Share is at least \$2,594.74.⁶⁴ In addition, the highest and average
2 payments to Class Member who worked for Defendants within the PAGA Period from the
3 Employee PAGA Portion are \$56.06 and \$30.49, respectively.⁶⁵ The Settlement offers
4 significant monetary relief to the Participating Class Members and Class Members who worked
5 for Defendants within the PAGA Period.

6 **4. Whether the Fee Is Fixed or Contingent.**

7 Plaintiff entered into a contingency-fee agreement with Class Counsel, and the
8 representation of the Class provided by Class Counsel has been wholly contingent. Class
9 Counsel took on the case without knowing whether any recovery would be obtained. Class
10 Counsel has invested 454.80 hours of time to obtain relief on behalf of Plaintiff, Class Members,
11 and the State of California.⁶⁶ Class Counsel has also incurred litigation costs and expenses in the
12 amount of \$24,459.89.⁶⁷

13 In this matter, Class Counsel has borne all of the risks and costs of litigation and will not
14 receive any compensation until recovery is obtained.⁶⁸ Class Counsel is well-experienced in
15 wage-and-hour class action litigation and used that experience to obtain a great result.⁶⁹ The skill
16 and determination that Class Counsel has shown, along with the results obtained, justify the
17 requested attorneys' fees and reimbursement of litigation costs and expenses. Considering the
18 amounts requested, the work performed, and the risks incurred, the requested fees and costs are
19 reasonable and should be awarded.

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

22 ///

23 ///

24 ///

25 ///

26 ⁶⁴ Simpluris Decl., ¶ 14; see n.29, *supra*.

27 ⁶⁵ *Id.*, ¶ 15.

28 ⁶⁶ Aiwazian Decl., ¶ 11, Exh. A.

⁶⁷ See Part VII, *infra*.

⁶⁸ Aiwazian Decl., ¶ 19.

⁶⁹ See *id.*, ¶¶ 15-18.

A contingent fee must be higher than a fee for the same legal services paid as they are performed. The contingent fee compensates the lawyer not only for the legal services he renders but for the loan of those services. 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. If he is paid no more, competent counsel will be reluctant to accept fee award cases.

Cates, supra, 213 Cal.App.4th at 823 (internal quotes and citations omitted). Class Counsel litigated the case on a contingent basis with all of the concomitant risk factors inherent in such an uncertain undertaking. Had Class Counsel not been successful, the time that Class Counsel has devoted to litigating this matter would have been for naught and would not have produced any fee or any reimbursement of costs or expenses.

5. *The Amount Involved and the Results Achieved.*

The results achieved, in light of the difficulties inherent in similar cases and the specific difficulties faced in this case, are considerable. The Settlement has yielded a positive response from the Class Members—no Class Members objected to or opted out of the Class Settlement.⁷⁰

The court in *Camden* noted that, “a key element of the common fund case is that fees are [...] taken from the fund [...] and a common fund is itself the measure of success ... [and] represents the benchmark on which a reasonable fee will be awarded.” *Camden*, 946 F. 2d 768, fn. 28 (citing *Court Awarded Attorney Fees, Report of the Third Circuit Task Force* (October 8, 1985) 108 F.R.D. 237 and Newberg, *Attorney Fee Awards* § 2.07 (1986)).

Here, the results achieved and obtained on behalf of Plaintiff, Participating Class Members, and the State of California are reasonable in light of the risks inherent in further litigating the case. Class Counsel’s efforts have resulted in a settlement that provides for a Class Settlement Amount of \$310,000.⁷¹ The Class Settlement Amount will be fully paid out, in accordance with the terms of the Settlement Agreement. It is currently estimated that the highest and average Individual Settlement Shares to Participating Class Members are at least \$7,533.40 and \$2,594.74, respectively, and the highest and average payments from the Employee PAGA Portion to Class Members who worked for Defendants within the PAGA Period are \$56.06 and

⁷⁰ Simpluris Decl., ¶¶ 10 & 12.

⁷¹ Aiwazian Decl., ¶¶ 5-8.

\$30.49, respectively.⁷²

6. The Reputation and Ability of the Attorneys.

Class Counsel is a recognized class action law firm that employed its attorneys' knowledge, skills, and experience in bringing this matter to a successful conclusion. 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.⁷³

D. The Lodestar Methodology Also Justifies Approval of the Requested Fees, Because Class Counsel Has Performed Work That Is of Significant Value Based On Reasonable Hours and Prevailing Hourly Rates of Compensation.

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. See *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"); 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."). Importantly, "the lodestar calculation . . . does not override the trial court's primary determination of the fee as a percentage" of the settlement amount and "does not impose an absolute maximum or minimum on the potential fee award." *Laffitte, supra*, 1 Cal.5th at 505.

The lodestar is calculated based on reasonable hours at reasonable prevailing hourly rates for the attorneys. *Ketchum, supra*, 24 Cal.4th at 1131-32. Under California law, counsel is entitled to compensation for every hour reasonably spent on the matter. *Id.* at 1133.

1. Class Counsel Performed Work for a Reasonable Number of Hours.

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.*

⁷² Simpluris Decl., ¶¶ 14 & 15; see n.29, *supra*.

⁷³ Aiwasian Decl., ¶¶ 15-18.

1 *Las Virgenes Municipal Water Dist.* (2000) 79 Cal.App.4th 440, 447.

2 As discussed above, the case was highly contested and required a significant amount of
3 time and labor. Defendants made it clear very early on that they disputed all of the allegations of
4 the lawsuit and disputed that the matter was appropriate for representative or class treatment.
5 Defendants raised affirmative defenses and denied liability, and the pursuit of this case involved
6 gathering and analyzing data not only from Defendants but also from the Class Members. The
7 handling of this litigation involved a great amount of effort, and also required and involved the
8 exercise of a high level of skill, which Class Counsel has as a result of its extensive experience in
9 employment class actions and complex wage-and-hour litigation. Long and difficult battles
10 would have followed as the case moved toward certification and trial, including taking and
11 defending additional depositions of Defendants' Person Most Knowledgeable designees,
12 percipient witnesses, and experts, propounding additional discovery requests and conducting
13 additional document production, and engaging in additional extensive motion practice. As Class
14 Counsel geared up for these battles, Class Counsel undertook intense preparation in an attempt to
15 resolve the entire matter through settlement negotiations.

16 Class Counsel had to bring together a large volume of data and documents that were
17 produced by Defendants and obtained from Plaintiff and Class Members and through other
18 sources. Class Counsel conducted extensive review and analysis of these documents and data to
19 strategize the case and to engage in settlement discussions.

20 As discussed above in Part VI.C.1, *infra*, attached to the Declaration of Edwin Aiwarzian
21 is the Attorney Task and Time Chart that sets forth in detail the numerous tasks that Class
22 Counsel performed on behalf of Plaintiff and the Class, and the time required for completing
23 those tasks.⁷⁴ The chart demonstrates that Class Counsel has spent a total of 454.80 hours
24 litigating this case and finalizing the Settlement. In light of the facts and circumstances of this
25 matter, as well as the results that Class Counsel has achieved, Class Counsel has spent a
26 reasonable number of hours on this matter.

27 ///

28 _____
⁷⁴ See Aiwarzian Decl., Exh. A.

2. *The Fees Requested Represent a Reasonable Hourly Rate of Compensation in Light of Class Counsel's Efforts and Experience.*

Both California and federal courts recognize that attorneys should be compensated for providing representation on a contingency basis and for taking on the risks associated with said representation, as well as being provided with financial incentives to enforce important rights and protections like those at issue in this matter. See *Ketchum*, *supra*, 24 Cal.4th at 1132-33. In awarding attorneys' fees, the aim is to mirror "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." See *id.*

Class Counsel has been actively involved in the case, prior to its commencement and all the way up to the present, and Class Counsel's dedication to providing representation in this matter has precluded other employment. Here, Class Counsel bore the risk that, despite all of its efforts and skills employed, there may be no recovery. Ultimately, Class Counsel was successful in reaching a settlement of \$310,000.

As set forth in the Declaration of Edwin Aiwarzian, the professional backgrounds and experience of Class Counsel support a reasonable hourly rate of compensation of at least \$500 per hour for services provided by Class Counsel.⁷⁵ Lawyers for Justice, PC has been awarded attorneys' fees, compensating the firm at the rate of at least \$500 for legal service performed, by courts of this state.⁷⁶ While the circumstances of every case is unique, the fact remains that the

⁷⁵ Aiwarzian Decl., ¶ 12.

⁷⁶ For example, final approval of the class and representative action settlement in *Seth Swan v. Pace Supply* (Sonoma County Superior Court Case No. SCV258764) was granted on February 6, 2019, and the award of attorneys' fees involved a higher hourly rate of \$855.96; final approval of the class and representative action settlement in *Stanley Bland, et al. v. Telecare Corporation* (Alameda County Superior Court Case No. RG16811450) was granted on November 21, 2018, and the award of attorneys' fees involved a higher hourly rate of \$831.38; approval of the Private Attorneys General Act settlement in *Roberta Robles v. Altamed Health Services Corporation* (Los Angeles County Superior Court Case No. BC639623) was granted on October 31, 2018, and the award of attorneys' fees involved a higher hourly rate of \$602.22; final approval of the class and representative action settlement in *Luis Carlos Deluna v. Amerit Fleet Solutions, Inc., et al.* (San Bernardino County Superior Court Case No. CIVDS1721564) was granted on October 19, 2018, and the award of attorneys' fees involved a higher hourly rate of \$671.72; final approval of the class and representative action settlement in *Patrick Sinay, et al. v. Essendant Co., et al.* (Los Angeles County Superior Court Case No. BC651043) was granted on September 28, 2018, and the award of attorneys' fees involved a higher hourly rate of \$624.81; final approval of the class and representative action settlement in *Samuel Guerra, et al v. Graphic Packaging International, Inc.* (Sacramento County Superior Court Case No. 34-2016-00203789) was granted on June 5, 2018, and the award of attorneys' fees involved a higher hourly rate of \$600; final approval of the class and representative action settlement in *Maryjo Ungerbuhler Anderson v. Boyett Petroleum* (Stanislaus County Superior Court Case No. 2020582) was granted on

work performed and efforts undertaken by Class Counsel on behalf of the Class Members justify the requested attorneys' fees.

Applying the rate of \$500 per hour to 454.80 hours would place a reasonable value of \$227,400, based on lodestar, for the work performed by Class Counsel. However, Class Counsel only seeks attorneys' fees in the amount of \$117,800, which is thirty-eight percent (38%) of the total recovery, as provided for by the Settlement Agreement.

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*, 24 Cal.4th at 1133-34 (holding that a risk multiplier may be applied to compensate contingency fee attorneys at a fair market rate). 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*, *supra*, 24 Cal.4th 1122, 1132-34. 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*, 24 Cal.4th at 1132. Courts have also approved fee awards with multipliers of 2

May 15, 2018, and the award of attorney's fees involved a higher hourly rate of \$780.77; final approval of the class and representative action settlement in *Renee Rivera, et al. v. Farmers and Merchants Bank of Long Beach* (Los Angeles County Court Case No. BC569646) was granted on December 11, 2017, and the award of attorneys' fees involved a higher hourly rate of \$629.96; final approval of the class and representative action settlement in *Rebekah Perez, et al. v. Nestlé USA, Inc., et al.* (Alameda County Superior Court Case No. RG15773654) was granted on August 18, 2017; final approval of the class and representative action settlement in *Elizabeth Ortiz, et al. v. Ghirardelli Chocolate Company* (Alameda County Superior Court Case No. RG15764300) was granted on July 19, 2017, and the award of attorneys' fees involved a higher hourly rate of \$575; final approval of the class and representative action settlement in *Demetrius Camarillo v. Blue Diamond Growers* (Sacramento County Superior Court Case No. 34-2015-00175871) was granted on June 30, 2017, and the award of attorneys' fees involved a higher hourly rate of \$845.64; final approval of the class and representative action settlement in *Mark Aceves v. Cambro Manufacturing Company* (Orange County Superior Court Case No. 30-2015-00810013-CU-OE-CXC) was granted on April 14, 2017; final approval of the class and representative action settlement in *East West Bank Wage and Hour Cases* (San Francisco County Superior Court Case No. CJC-13-004839) was granted on November 18, 2016; approval of the Private Attorneys General Act settlement in *Tatiana Kemp v. The Irvine Company Apartment Communities, Inc.* (Orange County Superior Court Case No. 30-2015-00775439) was granted on November 4, 2016; final approval of the class and representative action settlement in *Erick Guzman, et al. v. Banana Republic, LLC* (Los Angeles County Superior Court Case No. BC488069) was granted on August 5, 2016; final approval of the class and representative action settlement in *Restoration Hardware Wage & Hour Cases* (Los Angeles County Superior Court Case No. JCCP4794) was granted on April 28, 2016; final approval of the class and representative action settlement in *Kevin Counce v. Ferguson Enterprises, Inc.* (Sacramento County Superior Court Case No. 34-2021-00136285) was granted on May 22, 2014, and the award of attorneys' fees involved a higher hourly rate of \$625; and final approval of the class action settlement in *Anthony Powell v. Fairfield Residential Company, LLC* (Alameda County Superior Court Case No. RG12660811) was granted on August 6, 2014. Aiwazian Decl., ¶ 12.

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

6 The lodestar method as a cross-check to the percentage figure sought strongly supports
7 the reasonableness of the requested attorneys’ fees. Accordingly, Plaintiff respectfully requests
8 that the Court grant final approval of, and award, attorneys’ fees in the amount of \$117,800 to
9 Class Counsel.

10 **VII. COSTS TO BE REIMBURSED TO CLASS COUNSEL ARE FAIR AND**
11 **REASONABLE, AND SHOULD BE APPROVED.**

12 The Settlement provides for reimbursement of litigation costs and expenses of up to
13 \$30,000. As set forth in the Declaration of Edwin Aiwarzian, Class Counsel has incurred a total
14 of \$24,459.89 in litigation costs and expenses.⁷⁷ This amount was reasonable and necessary in
15 the prosecution of this matter, and is less than the maximum amount allocated under the
16 Settlement Agreement.⁷⁸ The cost savings of \$5,540.11 will be part of the Net Settlement
17 Amount, which will be distributed to the Participating Class Members.⁷⁹ Accordingly, Class
18 Counsel requests that the Court award reimbursement of litigation costs and expenses in the
19 amount of \$24,459.89 to Class Counsel.

20 **VIII. THE SETTLEMENT ADMINISTRATION COSTS ARE FAIR AND**
21 **REASONABLE, AND SHOULD BE APPROVED.**

22 As set forth in the accompanying Declaration of Cassandra Cita, the total costs incurred
23 and to be incurred by Simpluris for the notice and settlement administration process are \$4,300.⁸⁰
24 The costs incurred and to be incurred include, but are not limited to, expenses for formatting,
25 translating, printing, and mailing the Class Notice to the Class Members in both English and
26 Spanish; performing skip-trace searches; re-mailing the Class Notice to any updated addresses

27 ⁷⁷ Aiwarzian Decl., ¶ 19.

28 ⁷⁸ *Ibid.*

⁷⁹ *Ibid.*

⁸⁰ Simpluris Decl., ¶ 16.

1 located; reviewing and processing Requests for Exclusion, Notices of Objection, and disputes
2 regarding Workweeks (if any); handling inquiries from Class Members regarding the Settlement;
3 calculating Individual Settlement Shares and payments from the Employee PAGA Portion to
4 Class Members who worked for Defendants within the PAGA Period and preparing the
5 associated tax forms; and transmitting payments, among other things.⁸¹

6 Accordingly, the Court should grant final approval of payment to Simpluris, a necessary
7 third-party for handling of the notice and settlement process, in the amount of \$4,300.

8 **IX. THE REQUESTED SERVICE AWARD IS FAIR AND REASONABLE, AND**
9 **SHOULD BE APPROVED.**

10 The Settlement provides for a Class Representative Enhancement Payment in the amount
11 of \$5,000 to Plaintiff Guadalupe Moya, to be paid in addition to her Individual Settlement Share
12 and *pro rata* share of the Employee PAGA Portion, to compensate Plaintiff for the time and
13 effort that she expended on behalf of the Class. The requested Class Representative
14 Enhancement Payment is both common and reasonable and should be awarded.

15 In determining whether to make an enhancement payment, courts consider the following
16 factors: (1) the risk to the class representative in commencing suit, both financial and otherwise;
17 (2) the notoriety and personal difficulties encountered by the class representative; (3) the amount
18 of time and efforts spent by the class representative; (4) the duration of the litigation; and (5) the
19 personal benefit (or lack thereof) enjoyed by the class representative as a result of the litigation.
20 *Vranken v. Atlantic Richfield Co.* (N.D. Cal. 1995) 901 F.Supp. 294, 299 (approving \$50,000
21 participation award to a single class representative).

22 The requested Class Representative Enhancement Payment in the amount of \$5,000 to
23 Plaintiff Guadalupe Moya is fair and appropriate because Plaintiff spent a substantial amount of
24 time and effort producing relevant documents and past employment records, as well as providing
25 the facts and evidence necessary to attempt to prove the allegations, including and not limited to,
26 by way of preparing and appearing for a full-day deposition and providing responses to requests
27

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⁸¹ Simpluris Decl., ¶ 3.

1 for production of documents that were propounded by Defendants.⁸² Plaintiff was available
2 whenever Class Counsel needed her and actively tried to obtain, and gave, information that
3 would benefit the Class.⁸³ Plaintiff spent numerous hours speaking with Class Counsel about her
4 claims, describing her work experiences with Defendants, and gathering and reviewing
5 documents.⁸⁴ These services merit the requested Class Representative Enhancement Payment to
6 Plaintiff, who has not received any compensation for her efforts on behalf of the Class Members
7 to date.⁸⁵

8 The requested Class Representative Enhancement Payment was fully disclosed in the
9 Class Notice that was mailed to the Class Members. No objections have been made with regards
10 to the requested Class Representative Enhancement Payment. Accordingly, it is appropriate and
11 just for Plaintiff Guadalupe Moya to receive a reasonable Class Representative Enhancement
12 Payment in the amount of \$5,000, in addition to her Individual Settlement Share and *pro rata*
13 share of the Employee PAGA Portion, for her services on behalf of the Class.

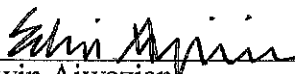
14 **X. CONCLUSION**

15 For the foregoing reasons, Plaintiff respectfully requests that the Court grant final
16 approval of the Settlement, and award the requested Attorneys' Fees and Costs, Class
17 Representative Enhancement Payment, Settlement Administration Costs, and allocation for the
18 PAGA Payment, in their entirety, as sought herein.

19 Dated: August 1, 2019

LAWYERS for JUSTICE, PC

20
21 By:


Edwin Aiwasian
Attorneys for Plaintiff and the Class

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27 ⁸² Aiwasian Decl., ¶ 20; Declaration of Guadalupe Moya ("Moya Decl."), ¶¶ 3-5.

28 ⁸³ Aiwasian Decl., ¶ 20; Moya Decl., ¶¶ 3-4.

⁸⁴ Aiwasian Decl., ¶ 20; Moya Decl., ¶¶ 2-6.

⁸⁵ Moya Decl., ¶ 9.



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Court Reservation Receipt

Reservation

Reservation ID: 409379171477	Status: RESERVED
Reservation Type: Motion re: (Motion for Final Approval of Settlement)	Number of Motions: 1
Case Number: BC625588	Case Title: GUADALUPE MOYA VS USRG INC ET AL
Filing Party: Guadalupe Moya (Plaintiff)	Location: Stanley Mosk Courthouse - Department 53
Date/Time: December 11th 2019, 8:30AM	Confirmation Code: CR-THRQFVFUIXXWAZRJW

Fees

Description	Fee	Qty	Amount
Motion re: (name extension)	60.00	1	60.00
Credit Card Percentage Fee (2.75%)	1.65	1	1.65
TOTAL			\$61.65

Payment

Amount: \$61.65	Type: Visa
Account Number: XXXX2086	Authorization: 061345

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