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

JULIUS GREEN, on behalf of himself and all
others similarly situated,

Plaintiff,

vs.

UNION RESCUE MISSION, a California
corporation; and DOES 1 through 100, inclusive,

Defendants.

Case No.: 22STCV30872

CLASS ACTION

*[Assigned for all purposes to the
Hon. Lawrence P. Riff, Dept. SSC-7]*

**PLAINTIFF'S NOTICE OF MOTION
AND MOTION FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT, CLASS
REPRESENTATIVE SERVICE
PAYMENT, AND ATTORNEYS' FEES
AND COSTS**

Date: October 28, 2024

Time: 10:00 a.m.

Dept.: SSC-7

Action Filed: September 21, 2022

Trial Date: None Set

PLEASE TAKE NOTICE that pursuant to Rule 3.769 of the California Rules of Court, on October 28, 2024 at 10:00 a.m., or as soon thereafter as the matter may be heard in Department 7 of the above-entitled Court, located at 312 North Spring Street, Los Angeles, California 90012, Plaintiff Julius Green (“Plaintiff”) will, and hereby does, move this Court for entry of an Order:

1. Granting final approval of the proposed Settlement Agreement (“Settlement”) between Plaintiff and Defendant Union Rescue Mission (“URM” or “Defendant”);
2. Confirming the certification of the Settlement Class for settlement purposes under Section 382 of the California Code of Civil Procedure:

All current and former non-exempt employees who worked for Union Rescue Mission (“URM”) in California at any time from September 21, 2018 through August 23, 2023 (the “Class Period”).

3. Confirming the appointment of Plaintiff Julius Green as the Class Representative for settlement purposes;
4. Confirming the appointment of Neil M. Larsen, Meghan E. McNally, and Jennifer S. Rivera of Abramson Labor Group as Class Counsel;
5. Approving an award of \$304,109.10 in attorneys’ fees to Class Counsel;
6. Approving an award of \$17,358.09 in costs to Class Counsel;
7. Approving an award of \$10,000.00 in costs to Phoenix Settlement Administrators for its settlement administration services;
8. Approving a Class Representative Service Payment of \$7,500.00 to Plaintiff for his service as the Class Representative;
9. Approving an award of \$80,000.00 to the Labor & Workforce Development Agency (“LWDA”); and
10. Entering final judgment in the form of the [Proposed] Judgment and Order Granting Final Approval of Class Action Settlement filed herewith.

This Motion is made on the following grounds: (1) the Settlement Class continues to meet the requirements for class certification for settlement purposes under Cal. Code of Civil Procedure § 382; (2) Plaintiff and Class Counsel continue to be adequate representatives of the Settlement Class; (3) the Settlement is a fair, adequate, and reasonable compromise of disputed

1 wage and hour claims; (4) the requested amounts for Class Counsel's attorneys' fees and costs,
2 settlement administration costs, and the Class Representative's Service Payment are all fair,
3 adequate, and reasonable; and (5) in light of the foregoing, the [Proposed] Judgment and Order
4 Granting Final Approval of Class Action Settlement submitted herewith should be entered so as
5 to give finality to, and allow for disbursements from, the Settlement.

6 This motion is based on this notice of motion; the attached memorandum of points and
7 authorities; the declaration of Neil M. Larsen and exhibits attached thereto; the declaration of
8 Lluvia Isalas and exhibits attached thereto; the declaration of Plaintiff; the pleadings and other
9 papers filed in this action; and any further oral or documentary evidence or argument presented
10 at the time of hearing.

11 Respectfully Submitted,

12 Dated: October 4, 2024

ABRAMSON LABOR GROUP

14 Neil Larsen
15 Neil M. Larsen
16 Attorneys for Plaintiff
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1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. INTRODUCTION**

3 Plaintiff Julius Green (“Plaintiff”) seeks final approval of a class action settlement
4 (“Settlement”) with Defendant Union Rescue Mission (“URM” or “Defendant”) (together with
5 Plaintiff, the “Parties”). Under the Settlement, URM has agreed to pay \$912,327.30¹ to the
6 following Settlement Class, which consists of 419 individuals:

7 All current and former non-exempt employees who worked for Union Rescue
8 Mission (“URM”) in California at any time from September 21, 2018 through
August 23, 2023 (the “Class Period”).

9 In this non-reversionary Settlement, all Participating Class Members will receive
10 automatic payments without the need to submit a claim form, resulting in an average payment
11 (“Settlement Award”) of approximately \$1,177.47 to Participating Class Members. This is a
12 favorable resolution of the highly disputed wage and hour claims in this case, especially in light
13 of the significant litigation risks that Plaintiff faced. Moreover, after receiving notice of the
14 proposed Settlement and projected estimated settlement payments, as of October 4, 2024², **only**
15 **one Settlement Class member has elected to opt-out of the Settlement, resulting in a 99.76%**
16 **participation rate, and no Settlement Class members have objected to the Settlement.**

17 As explained further below, the Court should grant Plaintiff’s motion in its entirety
18 because: (1) the Settlement Class continues to meet the requirements for certification for
19 settlement purposes under Cal. Code Civ. Proc. § 382; (2) the Settlement is a fair, adequate, and
20 reasonable compromise of the disputed claims in this case; and (3) the requested amounts for
21 attorneys’ fees and costs, settlement administration costs, and class representative service
22 payment are all fair, adequate, and reasonable.

23 **II. SUMMARY OF THE LITIGATION**

24 **A. FACTUAL AND PROCEDURAL BACKGROUND**

25 URM is a non-profit organization established in 1891, that focuses on ending
26

27 ¹ As discussed in the Declaration of Lluvia Islas on Behalf of Phoenix Settlement Administrators (“Islas Decl.”), the
Escalator Clause in the Settlement was triggered which resulted in a 1.37% increase in the Gross Settlement Amount
28 from \$900,000 to \$912,327.30. See Islas Decl., ¶¶ 11-13.

² The deadline to submit an Objection, Request for Exclusion, or Dispute is October 7, 2024. Following the October
7, 2024 deadline, the Settlement Administrator will be submitting a supplemental declaration confirming the results
of the Class Notice mailing.

homelessness in Los Angeles, California. *See* Declaration of Neil M. Larsen (“Larsen Decl.”), ¶ 7. Plaintiff is a former non-exempt employee of URM who worked for URM during the Class Period. *Id.*

On September 21, 2022, Plaintiff filed this Action, alleging claims for failure to pay all minimum and overtime wages, meal and rest period violations, waiting time penalties, wage statement penalties, failure to reimburse business expenses, and unfair business practices. *Id.*, ¶ 8. On November 28, 2022, Plaintiff filed a First Amended Complaint adding a claim for PAGA civil penalties. *Id.*, ¶ 9.

B. DISCOVERY, MEDIATION, AND SETTLEMENT

Prior to mediation, the Parties engaged in significant informal discovery, including URM’s production of timekeeping and payroll data for all putative class members, all relevant wage and hour written policies, and other relevant data and information. Larsen Decl., ¶ 10. URM also produced a “class list” with Class Members’ hire and termination dates (if applicable). *Id.* Plaintiff also retained an expert data analyst, who conducted a comprehensive analysis and extrapolation of the timekeeping and payroll data to calculate URM’s potential exposure for each of Plaintiff’s claims. *Id.* This discovery allowed the Parties to assess the merits and value of Plaintiff’s claims, the chances of certification of Plaintiff’s claims, and URM’s potential defenses. *Id.*

On August 23, 2023, the Parties attended a mediation with Steven G. Mehta, Esq., an experienced and well-respected wage and hour class action mediator. Larsen Decl., ¶ 11. During mediation, the Parties vigorously debated Plaintiff’s claims and URM’s defenses, the potential value of Plaintiff’s claims, and the chances of certification. *Id.* The Parties did not reach a resolution at mediation. *Id.* However, the Parties continued their negotiations with Mr. Mehta’s assistance and eventually agreed to a class-wide settlement. *Id.* Over the following months, the Parties negotiated the finer terms of the settlement, ultimately resulting in the Settlement. *Id.*

C. PRELIMINARY APPROVAL AND MAILING OF NOTICES

On April 12, 2024, Plaintiff submitted the proposed Settlement to this Court with his Motion for Preliminary Approval of Class Action Settlement. Larsen Decl., ¶ 12. On June 6, 2024

1 this Court issued its Order Granting Preliminary Approval. *Id.* & Exhibit A (Order Granting
2 Preliminary Approval).

3 On August 7, 2024, the Court-approved Class Notice was mailed to Settlement Class
4 members, who have until October 7, 2024 to submit objections, requests for exclusion, or
5 workweek disputes. *See* Declaration of Lluvia Islas (“Islas Decl.”), ¶¶ 5-10.

6 As of the date of this filing (October 4, 2024), Phoenix Settlement Administrators
7 (“Phoenix”) has received no objections, only one request for exclusion, and only one workweek
8 disputes. *Id.* at ¶¶ 8-10. Now that notice has been provided to the Settlement Class and the Notice
9 process is complete, Plaintiff respectfully submits the Settlement for this Court’s final approval.

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

11 **A. Settlement Class Definition**

12 As noted above, the Settlement Class is comprised of “All current and former non-exempt
13 employees who worked for URM in California at any time from September 21, 2018 through
14 August 23, 2023 (the “Class Period”).” *See* Exhibit A to Larsen Decl.

15 **B. Monetary terms**

16 The Settlement provides for URM to pay a non-reversionary Gross Settlement Amount
17 (“GSA”) of \$912,327.30. *See* Settlement, § 3; *see also* Islas Decl., ¶¶ 11-13. After deducting
18 requested attorneys’ fees (\$304,109.10) and litigation costs (\$17,358.09), Class Representative
19 Service Payment (\$7,500.00), settlement administration costs (\$10,000.00), and the amount set
20 aside as PAGA penalties (\$80,000.00), the Net Settlement Amount (“NSA”) is estimated at
21 \$493,360.11. *See* Settlement, § 3(A)-(C), (E); Larsen Decl., ¶ 18 & Exh. B; Islas Decl., ¶¶ 12-15
22 & Exh. B. Together with the \$20,000.00 PAGA Amount, the total amount to be paid to Settlement
23 Class members equals \$513,360.11. *Isas* Decl., ¶¶ 12-15.

24 The NSA shall be distributed to Participating Class Members (i.e., those Settlement Class
25 members who did not opt out of the Settlement) as follows: The NSA will be distributed to all
26 Participating Class Members *pro rata* based on the number of workweeks worked during the
27 Class Period. *See* Settlement, § 5(B). The settlement Administrator will calculate each
28 Participating Class Member’s payment from the NSA *pro rata* based on the number of workweeks
worked during the Class Period. *Id.* Additionally, \$20,000.00 shall be designated as the 25% share

1 of the PAGA civil penalties designated for distribution to the PAGA Members and shall be
2 distributed to Settlement Class members proportionately based on the number of pay periods
3 worked at any time from September 21, 2021 through August 23, 2023 (“PAGA Period”). See
4 Settlement, § 5(C).

5 All payments from the PAGA Amount will be classified as 100% penalties; all payments
6 from the NSA will be classified as 33.33% wages and 66.67 as penalties and interest. See
7 Settlement, § 5(E). The portion of individual Settlement Awards allocated to wages will be
8 reported by the Settlement Administrator on an IRS Form W-2. *Id.* The remaining non-wage
9 payments will be reported on an IRS Form-1099 by the Settlement Administrator. *Id.* URM’s
10 share of employer-side payroll taxes shall be paid by URM separate from, and in addition to, the
11 Gross Settlement Amount. See Settlement, § 3(D), 5(E).

12 **C. Summary of Notice Process**

13 On June 21, 2024, Phoenix received a data file from Defense Counsel that contained
14 names, last known mailing addresses, Social Security numbers, dates of employment, and
15 workweek information for each Settlement Class member (“Class Data”), which contained 420
16 Settlement Class members. Islas Decl., ¶ 3. On June 21, 2024, Phoenix conducted a National
17 Change of Address (“NCOA”) search in an attempt to update Settlement Class members’
18 addresses as accurately as possible. *Id.*, ¶ 4.

19 On August 7, 2024, Phoenix mailed the Notice Packet via U.S. first class mail, in English
20 and Spanish, to all 420 Settlement Class members. Islas Decl., ¶ 5. Following the initial mailing,
21 58 Notice Packets were returned to Phoenix. *Id.*, ¶ 6. None of them were returned with forwarding
22 addresses. *Id.* Phoenix obtained 54 updated addresses through a skip trace, and promptly remailed
23 the Notice Packets to those individuals. *Id.* As of the date of this filing, only 4 Notice Packets are
24 considered undeliverable. *Id.*, at ¶ 7.

25 Settlement Class members have until October 7, 2024 to submit objections, disputes, or
26 requests for exclusion. Islas Decl., ¶¶ 5-10. As of the filing of this Motion (October 4, 2024),
27 Phoenix has received no objections from Class Members, one request for exclusion, and one
28

workweek disputes. *Id.* at ¶¶ 8-10. Accordingly, the average estimated payment is calculated to be \$1,177.47, with the highest estimated payment being \$3,951.41. *Id.*, ¶ 14.

After disbursement, Class Members will have 180 days to cash their checks. See Settlement, § 5(F). Funds remaining unclaimed after 180 days shall be distributed to the Controller of the State of California to be held pursuant to the Unclaimed Property Law, in the name of the Class Member who did not cash his/her check. *Id.*

IV. ARGUMENT

A. This Court Should Confirm its Conditional Certification of the Settlement Class for Settlement Purposes Because it Meets All of the Requirements for Class Certification Under Code of Civil Procedure § 382

Under Code of Civil Procedure § 382, a class may be certified if: (1) it is ascertainable and its members are too numerous for joinder to be practical; (2) the representative and absent class members share a community of interest, and questions of law and fact common to the class predominate over questions unique to individual class members; (3) the representative's claims are typical of the classes' claims; and (4) the representative will fairly and adequately represent the class's interests. See *Richmond v. Dart Industries, Inc.*, 29 Cal.3d 462, 470 (1981).

Here, this Court found that the Settlement Class meets all the requirements for class certification for settlement purposes when it granted preliminary approval of the Settlement on June 6, 2024. See generally Larsen Decl., Exh. A. No subsequent events have cast doubt on the propriety of this determination, and in fact, the reaction of the Settlement Class has been overwhelmingly positive, with not a single objection and only one request for exclusion. See Islas Decl., ¶¶ 8-10. This Court should therefore confirm its conditional certification of the Settlement Class.

B. This Court Should Finally Approve the Settlement Because it is a Fair, Adequate, and Reasonable Compromise of Disputed Wage and Hour Claims

Rule of Court 3.769 conditions class settlements on court approval, which is generally evaluated under the same standards as Fed. R. Civ. Proc. 23. See *Reed v. United Teachers Los Angeles*, 208 Cal.App.4th 322, 337 (2012) (Rule 3.769 requires court to determine "that the

1 settlement is fair, reasonable and adequate to all concerned”); *Hanlon v. Chrysler Corp.*, 150 F.3d
2 1011, 1026 (9th Cir. 1998) (Rule 23(e) requires court to determine “whether a proposed settlement
3 is fundamentally fair, adequate, and reasonable”). Settlement is the preferred means of dispute
4 resolution, particularly in class actions. *See In re Syncor ERISA Litig.*, 516 F.3d 1095, 1101 (9th
5 Cir. 2008). There is a presumption of fairness when a settlement is negotiated at arm’s length by
6 counsel. *See Kullar v. Foot Locker Retail, Inc.*, 168 Cal.App.4th 116, 130 (2008).

7 The court approval process consists of preliminary settlement approval, notice being given
8 to class members, and a final fairness and approval hearing being held, at which class members
9 have the opportunity to be heard with respect to the settlement. *See Malibu Outrigger Bd. of*
10 *Governors v. Superior Court*, 103 Cal.App.3d 573, 578-79 (1980). Now that notice has been
11 provided to the Settlement Class, Plaintiff respectfully requests that this Court finally approve the
12 Settlement as fair, adequate, and reasonable.

13 **1. The Settlement was Reached at Arm’s Length, Through Experienced**
14 **Counsel and an Experienced Mediator, and Was Based on Sufficient**
15 **Information to Intelligently Negotiate a Fair Settlement in Light of the**
16 **Claims Asserted and Risks of Continued Litigation**

17 To make a fairness determination, the Court should consider several factors, including:
18 “the strength of Plaintiff’s case, the risk, expense, complexity and likely duration of further
19 litigation, the risk of maintaining class action status through trial, the amount offered in
20 settlement, the extent of discovery completed and the stage of the proceedings, [and] the
21 experience and views of counsel.” *Dunk v. Ford Motor Co.*, 48 Cal.App.4th 1794, 1801 (1996).
22 “The list of factors is not exclusive and the Court is free to engage in a balancing and weighing
23 of the factors depending on the circumstances of each case.” *Wershba v. Apple Computer, Inc.*,
24 91 Cal.App.4th 224, 245 (2001). As discussed below, the proposed Settlement is fair, adequate,
25 and reasonable in light of the overall balance of factors in this case.

26 **2. The Settlement is Fair, Adequate and Reasonable in Light of the Risks**
27 **Faced by Plaintiff**

28 The Settlement resulted from extensive arm’s-length negotiations between qualified
counsel, with the assistance of an experienced mediator, and is fair, adequate, and reasonable for
all Settlement Class members. While Plaintiff steadfastly maintains his claims are meritorious,

1 Plaintiff acknowledges his position included substantial risks and uncertainty, which justifies a
2 downward departure from the maximum exposure each claim potentially carried.

3 As detailed in Plaintiff’s Motion for Preliminary Approval, there was a significant risk of
4 non-certification and/or not prevailing on the merits with respect to each of Plaintiff’s claims.
5 Larsen Decl., ¶ 13. For example, with respect to Plaintiff’s claim that URM rounded and/or time-
6 shaved employees time entries, Class Counsel’s expert’s analysis of URM’s timekeeping records
7 revealed that URM’s rounding practice ceased in approximately March 2021. *Id.* URM further
8 claims that any under-payment of wages was *de minimis* and not recoverable. *Id.*

9 As for Plaintiff’s claim for meal and rest period violations, URM argues that it has
10 maintained legally-compliant meal and rest period policies and practices throughout the Class
11 Period, and that under *Brinker* it is only required to “provide” the opportunity to take off-duty
12 meal periods and “authorize and permit” rest periods, not “ensure” they are taken. *Id.* at ¶ 14.
13 URM further argues that any missed meal or rest periods were due to employee choice, and that
14 individualized inquiries would be required to determine whether individual employees received
15 a non-compliant meal or rest period on each shift, and why any meal or rest period was late, short
16 or missed. *Id.*

17 As for Plaintiff’s reimbursement claim, URM argues that employees did not need to use
18 their personal cell phones for work purposes, as URM claims it provided any necessary equipment
19 needed for the job. Larsen Decl., ¶ 15. URM further contends it had a mechanism in place for
20 reimbursement of reasonable work-related expenses, and that individualized inquiries would be
21 necessary to determine, for each employee, whether they incurred an expense, whether it was
22 reimbursed, whether URM knew, and whether any unreimbursed expense was reasonable under
23 the employee’s individual circumstance. *Id.*

24 As for Plaintiff’s claims for wage statement penalties, waiting time penalties, and PAGA
25 civil penalties, URM argues that Plaintiff’s derivative claims fail for the same reasons his
26 underlying claims fail. Larsen Decl., ¶ 16. URM further asserts it has strong, good-faith defenses
27 to Plaintiff’s underlying claims, precluding imposition of waiting time penalties. *Id.* URM further
28 contends any alleged direct or derivative wage statement violations could not be shown to be

1 “knowing and intentional,” particularly given its good-faith defenses; that Plaintiff cannot show
2 he or other employees “suffer[ed] injury” due to alleged wage statement violations, as required
3 by Lab. Code § 226(e); and that employee wage statements always accurately reflect amounts
4 paid to employees, as required under the relevant case law. *Id.* Finally, URM contends Plaintiff’s
5 PAGA claim fails because the underlying claims fail, and that the Court would substantially
6 reduce any potential PAGA penalties given URM’s good-faith defenses. *Id.*

7 These considerations not only bore heavily on the negotiations leading to the Settlement,
8 but they also confirm that the Settlement is a fair, adequate, and reasonable compromise in view
9 of the risks of further litigation. Larsen Decl., ¶ 17. Thus, while these risks are far from exhaustive,
10 they demonstrate that the Settlement is fair, adequate, and reasonable. *Id.*

11 **3. The Settlement Fairly, Reasonably, and Adequately Compensates Class**
12 **Members Because Each Participating Class Member Will Be Paid Based on the**
13 **Extent of His or Her Injury**

14 Each individual Settlement Award will be calculated based on the proportionate number
15 of workweeks worked by each Class member during the Class Period, and payments from the
16 PAGA Amount will be based on the proportionate number of Pay Periods in which they worked
17 during the PAGA Period. *See* Settlement, § 5(B)-(C). This method of distribution compensates
18 Settlement Class members based on the estimated extent of their injuries, as those who worked
19 more workweeks would have been subject to more of the alleged wage and hour violations than
20 those who worked fewer workweeks, and those who are eligible for a portion of PAGA Amount
21 would be entitled to additional penalties. Thus, the formula for compensating Settlement Class
22 members is fair, adequate, and reasonable, as it is tethered to the damages and penalties that could
be recovered.

23 **4. The Absence of Any Objections and Only One Opt-Out Confirms that**
24 **the Settlement is Fair, Adequate, and Reasonable**

25 Class members’ response to a settlement is relevant in evaluating whether it merits final
26 approval. *Dunk, supra*, 48 Cal.App.4th at 1801. The absence of objections and only one requests
27 for exclusion supports a fairness presumption. *See 7-Eleven Owners for Fair Franchising v.*
28 *Southland Corp.*, 85 Cal.App.4th 1135, 1152-53 (2000) (finding 9 objections and 80 opt-outs
from a class of 5,454 showed a “particularly impressive” favorable response from class members).

Here, as of the filing of this Motion, not a single Settlement Class member has objected to the Settlement, and only one request for exclusion from the Settlement, resulting in a 99.76% participation rate.³ Islas Decl., ¶¶ 8-10. The extremely favorable response of the Settlement Class further confirms that the Settlement is fair, adequate, and reasonable.

C. The Requested Award of Attorneys' Fees is Reasonable

Plaintiff and the Settlement Class, as the prevailing parties in settlement, are entitled to recover their attorneys' fees and costs for their wage claims. See Labor Code §§ 226(e), 1194, 2699(g), and 2802(c). A fee award is justified where the legal action has produced its benefits by way of a voluntary settlement. See, e.g., *Maria P. v. Riles*, 43 Cal.3d 1281, 1290-91 (1987); *Westside Community for Independent Living, Inc. v. Obledo*, 33 Cal.3d 348, 352-53 (1983).

1. *Under the Common Fund Doctrine, it is Proper to Compensate Class Counsel Based on a Percentage of the Recovery Obtained for the Class*

When a settlement results in a common fund for the benefit of a class, class counsel may be awarded fees as a percentage of the common fund. See *Wershba*, supra, 91 Cal.App.4th at 254 (recognizing the “percentage of recovery” method). The California Supreme Court confirmed in *Laffitte v. Robert Half Int’l, Inc.*, 1 Cal.5th 480, 506 (2016), that “[t]he percentage of fund method survives in California class action cases.” Specifically, the *Laffitte* Court held:

The recognized advantages of the percentage method—including relative ease of calculation, alignment of incentives between counsel and the class, a better approximation of market conditions in a contingency case, and the encouragement it provides counsel to seek an early settlement and avoid unnecessarily prolonging the litigation—convince us the percentage method is a valuable tool that should not be denied our trial courts.”

Id. at 503 (internal citation omitted); see also e.g., *Serrano v. Priest*, 20 Cal.3d 25, 34 (1977) (“when a number of persons are entitled in common to a specific fund, and an action brought by a plaintiff or plaintiffs for the benefit of all results in the creation or preservation of that fund, such plaintiff or plaintiffs may be awarded attorney’s fees out of the fund.”); *Rawlings v. Prudential-Bache Properties, Inc.*, 9 F.3d 513, 516 (6th Cir. 1993) (the percentage of the fund method for calculating attorneys’ fees more accurately reflects the results achieved for the

³ As noted above, the deadline to Request Exclusion, Object, or submit a Dispute is October 7, 2024. Following the October 7, 2024 deadline, the Settlement Administrator will file a supplemental declaration attesting to the results of the Class Notice mailing.

1 putative class than the lodestar method and “establishes reasonable expectations on the part of
2 plaintiffs’ attorneys as to their expected recovery; and it encourages early settlement, which
3 avoids protracted litigation.”); *In re Rite Aid Corp. Securities Litigation*, 396 F.3d 294, 300 (3d
4 Cir. 2005) (“The percentage-of-recovery method is generally favored in common fund cases
5 because it allows courts to award fees from the fund ‘in a manner that rewards counsel for success
6 and penalizes it for failure.’”).

7 Here, Class Counsel’s fee request of \$304,109.10 (one-third of the Gross Settlement
8 Amount) is fair and reasonable based on a percentage of the recovery confirmed with a lodestar
9 cross-check. First, “regardless whether the percentage method or the lodestar method is used, fee
10 awards in class actions average around one-third of the recovery.” *Chavez v. Netflix, Inc.*, 162
11 Cal.App.4th 43, 66, fn. 11 (2008). This is also consistent with Class Counsel’s experience in
12 similar wage and hour class action matters. See Larsen Decl., ¶¶ 2-6. Thus, the percentage sought
13 by Class Counsel here (the same percentage approved in *Laffitte*) is reasonable.

14 **2. The Reasonableness of the Fee Request is Confirmed by a Lodestar**
15 **“Cross-Check”**

16 *Laffitte* also held that trial courts have discretion to assess reasonableness of fee awards
17 with tools such as the “lodestar cross-check,” whereby the trial court calculates class counsel’s
18 lodestar (hours worked multiplied by hourly rate) and determines whether the “lodestar
19 multiplier” needed to bring the lodestar on par with the percentage of recovery is reasonable.
20 *Laffitte* at 503-06. While a trial court may utilize the lodestar cross-check, it need not do so. *Id.*,
21 at 506 (“[w]e hold further that trial courts have discretion to conduct a lodestar cross-check on a
22 percentage fee, as the court did here; they also retain the discretion to forgo a lodestar cross-
23 check and use other means to evaluate the reasonableness of a requested percentage fee.”)

24 Under the lodestar method, the court computes the “lodestar” amount by multiplying the
25 number of hours reasonably expended by each attorney or legal staff member by their reasonable
26 hourly rates. See, e.g., *Serrano*, 20 Cal.3d at 48. The court then enhances the lodestar by a
27 “multiplier” to account for a range of factors, such as the novelty and difficulty of the case, its
28 contingent nature, and the degree of success achieved. *Id.* at 49; *Ketchum v. Moses*, 24 Cal.4th
1122, 1132-36 (2001); *Thayer v. Wells Fargo Bank*, 92 Cal.App.4th 819, 834 (2001) (“There is

no hard-and-fast rule limiting the factors that may justify an exercise of judicial discretion to increase or decrease a lodestar calculation”).

Under California law, lodestar multipliers can range from 2 to 3 or even higher. *See, e.g., Chavez, supra*, 162 Cal.App.4th at 49-50, 62 (approving multiplier of approximately 2.5); *City of Oakland v. Oakland Raiders*, 203 Cal.App.3d 78 (1988) (approving multiplier of ~2.34); *Coalition for Los Angeles County Planning etc. Interest v. Bd. of Supervisors*, 76 Cal.App.3d 241, 251 (1977) (approving multiplier of ~2.04); *Vizcaino v. Microsoft Corp.*, 290 F.3d 1043, 1050-51 (9th Cir. 2002) (upholding multiplier of 3.65). In class actions such as this one, where the value of the benefit conferred to the class “can be monetized with a reasonable degree of certainty,” a court may “adjust the lodestar in comparison to a percentage of the common fund to ensure that the fee awarded is reasonable and within the range of fees freely negotiated in the legal marketplace in comparable litigation.” *Consumer Privacy Cases*, 175 Cal.App.4th 545, 557 (2009). In doing so, “the court determines, retrospectively, whether the litigation involved a contingent risk or required extraordinary legal skill justifying augmentation of the unadorned lodestar in order to approximate the fair market for such services.” *Id.* at 556; *see also Laffitte, supra*, 1 Cal.5th at 503-05.

Class Counsel have a lodestar of approximately \$219,967.50 without the use of any multiplier, resulting in a modest multiplier of 1.38 compared to the \$304,109.10 fee request. Larsen Decl., ¶ 20. A general summary showing the number of hours of work performed by each attorney and paralegals is set forth below. The billing rates used are reasonable in view of the evidence submitted herewith. *Id.*, at ¶¶ 20-23; Exh. C (*Laffey Matrix*).

Name	Rate	Hours	Lodestar
Tuvia Korobkin (15th Year Attorney)	\$675	144.7	\$97,672.50
Neil M. Larsen (13th Year Attorney)	\$650	136.3	\$88,595.00
Jennifer S. Rivera (1st Year Attorney)	\$375	46.5	\$17,437.50
Meghan E. McNally (1st Year Attorney)	\$375	15.1	\$5,662.50
Paralegals	\$200	53.0	\$10,600.00
Total Lodestar			\$219,967.50

1 The fee award requested here is justified because Class Counsel achieved a significant
2 monetary recovery for the Settlement Class in an uncertain and risky case, while bearing the
3 substantial burdens of representation on a contingency basis, and the fees requested are in line
4 with the market rate. *Vizcaino*, 290 F.3d at 1048-51 (finding that exceptional results in a
5 contingency case, significant risk and the absence of supporting precedents, are proper
6 considerations in awarding attorneys’ fees). Class Counsel negotiated a substantial recovery for
7 the Settlement Class, and not a single Settlement Class member has objected to the Settlement or
8 to Class Counsel’s requested fees. *See Islas Decl.*, ¶ 9.

9 Additionally, the average settlement payment in this case of approximately \$1,177.47
10 exceeds payments in similar wage and hour class action settlements. *See, e.g., Schiller v. David’s*
11 *Bridal, Inc.*, No. 1:10-cv-00616-AWI-SKO, 2012 WL 2117001, at *17 (E.D. Cal. 2012) (finding
12 that average payment to class members of less than \$200 was a “good” result); *Williams v.*
13 *Centerplate, Inc.*, Nos. 11-CV-2159-H-KSC, 2013 WL 4525428, at *4 (S.D. Cal. 2013) (granting
14 final approval of class action settlement where average recovery for each class member was
15 approximately \$108, based on \$239,363.14 distributed to 2,212 claimants). The fact that Class
16 Counsel achieved these results in the face of serious defense challenges, in the face of serious
17 defense challenges and an uncertain legal landscape, confirms the strength of the results achieved.

18 As discussed above, this case presented significant risk as to both class certification and
19 merits considerations. Accordingly, it is fair and reasonable to account for these risks in
20 compensating Class Counsel. Class Counsel should also be compensated for the risks involved
21 in undertaking this litigation and expending considerable effort, all while working on a pure
22 contingency basis. Since undertaking representation of Plaintiff, Class Counsel have borne all
23 the costs of litigation without receiving any compensation. *Larsen Decl.*, ¶ 18. During this time,
24 Class Counsel have expended \$17,358.09 in costs and have devoted substantial time to this
25 litigation. *Id.* & Exh. B.

26 Class Counsel’s efforts have included conducting pre-filing investigation, analyzing
27 Plaintiff’s claims, conducting legal research, reviewing URM’s documents and policies,
28 conducting extensive informal discovery, analyzing timekeeping and payroll records with help of

1 an expert to develop a comprehensive mediation brief and exposure analysis, preparing for and
2 attending mediation, negotiating and preparing the short-form Memorandum of Understanding
3 and the long-form Settlement Agreement, preparing the Motion for Preliminary Approval,
4 overseeing the Notice process and fielding inquiries from Settlement Class members, drafting the
5 instant Motion for Final Approval, and otherwise litigating the case. *See* Larsen Decl., ¶ 19. Given
6 the considerable potential for adverse outcomes in this case, including, but not limited to, losing
7 on class certification and/or merits issues, the contingent risk borne by Class Counsel was great.
8 *Id.*

9 Class Counsel’s previous experience in litigating wage and hour class actions also
10 supports the reasonableness of the fee request. Class Counsel are well-versed in wage and hour
11 class action litigation, with substantial experience litigating claims for unpaid wages, meal and
12 rest period violations, and related penalties, and have been certified as class counsel in numerous
13 other cases. *See* Larsen Decl., ¶¶ 2-6. Their experience in similar matters was integral in
14 evaluating the strengths and weaknesses of the case against URM, and the reasonableness of the
15 Settlement. *Id.* Practice in the narrow field of wage and hour litigation requires skill and
16 knowledge concerning the rapidly evolving substantive state and federal law, as well as the
17 procedural law of class action litigation. *Id.* Because it is reasonable to compensate Class Counsel
18 commensurate with their skill, reputation, and experience, a fee award of one-third of the Gross
19 Settlement Amount is reasonable as the California Supreme Court held in *Laffitte*.

20 **D. The Requested Litigation Cost Amount Warrants Final Approval as Fair,**
21 **Adequate, and Reasonable**

22 Class Counsel requests \$17,358.09 in litigation costs. Larsen Decl., ¶ 18 & Exh. B. The
23 cost request is fair, adequate, and reasonable, as the costs were reasonably incurred, and the costs
24 Plaintiff seeks are routinely approved by courts. *See, e.g., Harris v. Marhoefer*, 24 F.3d 16, 19
25 (9th Cir. 1994) (counsel should recover “those out-of-pocket expenses that would normally be
26 charged to a fee paying client”); *Ashker v. Sayre*, No. 05-03759 CW, 2011 WL 825713, at * 3
27 (N.D. Cal. 2011) (“costs of reproducing pleadings, motions and exhibits are typically billed by
28 attorneys to their fee-paying clients” and are reimbursable); *Trustees of Const. Industry &*

1 *Laborers Health and Welfare Trust v. Redland Ins. Co.*, 460 F.3d 1253, 1258-59 (9th Cir. 2006)
2 (legal research costs are reimbursable); *In re Immune Response Securities Litigation*, 497 F. Supp.
3 2d 1166, 1177-78 (S.D. Cal. 2007) (mediation expenses, consultant and expert fees, legal
4 research, copies, postage, filing fees, messenger and overnight delivery costs are reimbursable).
5 Because the expense reimbursements requested by Class Counsel were reasonably incurred, and
6 no Class member has objected to them, this Court should grant the request for costs.

7 **E. This Court Should Approve the Requested Settlement Administration Costs**

8 Plaintiff also requests that this Court approve \$10,000.00 in settlement administration
9 costs to the Settlement Administrator, Phoenix. As detailed in the declaration of Lluvia Islas
10 submitted herewith, Phoenix performed duties in connection with this Settlement that were
11 integral in effectuating the Settlement and the Notice process. Among other things, Phoenix
12 calculated each Settlement Class member's individual payment, updated addresses contained in
13 the class data supplied by URM, translated and formatted Notices for mailing, mailed Notice
14 Packets to all 420 Settlement Class members, kept the parties informed of any objections or
15 requests for exclusion, and have otherwise administered the Settlement. *See* Islas Decl., ¶¶ 2-10.
16 Phoenix's requested costs are fair, reasonable, and adequate, and should be finally approved.

17 **F. This Court Should Approve Plaintiff's Requested Class Representative**
18 **Service Payment**

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

24 Here, Plaintiff seeks a Class Representative Service Payment of \$7,500, and believes this
25 request is reasonable given his efforts in this case and the risks he undertook on behalf of Class
26 members. *See* Declaration of Julius Green, ¶¶ 4-5. Plaintiff also undertook the risk of being liable
27 for URM's costs if this case were lost, as well as the reputational risk of being the named plaintiff
28 in a wage and hour class action against an employer. *See, e.g., Deaver v. Compass Bank*, 2015

1 WL 8526982 at **14-15 (N.D. Cal. Dec. 11, 2015) (approving \$7,500 incentive payment in
2 \$500,000 wage and hour settlement, finding the award “particularly appropriate in this wage and
3 hour class action, where Plaintiff undertook a significant ‘reputational risk’ in bringing this action
4 against his former employer”). *See Bellinghausen v. Tractor Supply Co.*, 306 F.R.D. 245, 268
5 (N.D. Cal. 2015) (approving \$15,000 total award to named plaintiff in wage and hour class action
6 settlement, including \$10,000 incentive award plus an additional \$5,000 for plaintiff’s release of
7 claims). Moreover, after receiving notice of the proposed Service Award for Plaintiff, no
8 Settlement Class member has objected to it. *See Islas Decl.*, ¶ 9. Thus, the requested \$7,500
9 service payment to Plaintiff is appropriate and justified as part of the Settlement and should be
10 finally approved.

11 **I. CONCLUSION**

12 For the foregoing reasons, Plaintiff respectfully submits that this Court should grant
13 Plaintiff’s motion in its entirety and adopt the [Proposed] Judgment and Order Granting Final
14 Approval of Class Action Settlement submitted herewith.

15 Respectfully submitted,

16 Dated: October 4, 2024

ABRAMSON LABOR GROUP

17
18 By: Neil Larsen
19 Neil M. Larsen
20 Attorneys for Plaintiff
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