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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF KINGS

JAIME SANTIAGO VASQUEZ; ANTONIA
BLANCO; GRACIELA BLANCO; ELOISA
CASTRO; TOMAS CERVANTES AKA
GUADALUPE CERVANTES; as individuals,
on behalf of themselves and others similarly
situated,

PLAINTIFFS,

v.

PJ FARM LABOR, INC.; CLARKLIND
FARMS; FORTUNE & SONS INC.; AND
MATTOS AND SONS DAIRY; and DOES 1
thru 50, inclusive,

DEFENDANTS.

CASE NO. 22C-0382

[Case Assigned for All Purposes to Hon.
Valeria R. Chrissakis in Dept. 8]

**NOTICE OF MOTION AND MOTION
FOR FINAL APPROVAL OF
ATTORNEYS' FEES AND COSTS;
MEMORANDUM OF POINTS AND
AUTHORITIES IN SUPPORT THEREOF**

*[Filed concurrently with Motion for Final
Approval of Class Action Settlement;
Declarations of Liane Katzenstein Ly, Mario
Martinez, and Jonathan Paul, Proposed
Order and Judgment]*

Date: July 17, 2024
Time: 8:15 AM
Dept.: 8

Complaint Filed: October 28, 2022
FAC Filed: January 6, 2023
Trial Date: None Set

TO ALL PARTIES AND TO THEIR ATTORNEYS OF RECORD:

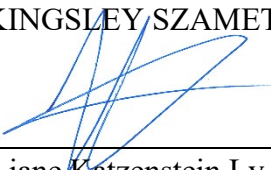
PLEASE TAKE NOTICE that on July 17, 2024 at 8:15 AM in Department 8 of the above-entitled court, Plaintiffs JAIME SANTIAGO VASQUEZ; ANTONIA BLANCO; GRACIELA BLANCO; ELOISA CASTRO; and TOMAS CERVANTES AKA GUADALUPE CERVANTES (“Plaintiffs”) will, and hereby does, move the Court for an Order granting final approval of Class Counsel’s Attorneys’ Fees and Costs pursuant to the Parties’ Class Action and PAGA Settlement Agreement and Release. Plaintiffs also respectfully request that the Court award an enhancement of \$25,000.00, with \$5,000.00 to each Plaintiff.

Good cause exists for the granting of this Motion because the work of Plaintiffs and Class Counsel resulted in an excellent settlement that created a common fund that compensates Settlement Class Members. Class Counsel seek compensation from the common fund.

The Motion will be based on this Notice of Motion; the accompanying Memorandum of Points and Authorities; the Declarations of Liane Katzenstein Ly , Mario Martinez, Jaime Santiago Vasquez, Antonia Blanco, Graciela Blanco, Eloisa Castro, Tomas Cervantes aka Guadalupe Cervantes, Jonathan Paul, all other papers and records on file in this action; and on such oral and documentary evidence as may be presented at the hearing on this Motion.

DATED: June 24, 2024

KINGSLEY SZAMET & LY

By: 

Liane Katzenstein Ly
Attorneys for Plaintiffs and the proposed class

TABLE OF CONTENTS

I.	INTRODUCTION	1
II.	STATUS OF THE SETTLEMENT	1
III.	THE COURT SHOULD GRANT PLAINTIFF’S APPLICATION FOR AN AWARD OF ATTORNEYS’ FEES	1
A.	Class Counsel are Entitled to a Fee From the Common Fund	1
B.	The Attorneys’ Fees Requested By Class Counsel Are Well Within the Range of Fees in Comparable Cases	3
C.	The Contingency Fee of 1/3 Requested By Class Counsel Is Reasonable Based on the Risks of Litigation and the Diligent Efforts of Counsel that Led to an Outstanding Settlement for the Class	4
IV.	CLASS COUNSEL’S FEE REQUEST IS REASONABLE UNDER A LODESTAR CROSSCHECK	4
A.	Requested Multiplier	5
B.	The Number of Hours Claimed is Reasonable	6
C.	The Hourly Rates Requested Are Reasonable	6
D.	The Fees Requested Are Reasonable	8
i.	Novelty and Difficulty of Questions Presented	8
ii.	Skill Displayed in Presenting Questions Presented	9
iii.	Preclusion of Other Employment By Attorneys	9
iv.	Contingent Nature of the Fee Award	9
v.	Success Achieved	9
vi.	Rate of Acceptance of Benefits Offered to Class Members	9
V.	THE COURT SHOULD APPROVE THE REQUEST FOR REIMBURSEMENT OF COSTS	9
VI.	THE NAMED PLAINTIFFS’ ENHANCEMENT SHOULD BE APPROVED	10

VII.	PROOF OF SUBMISSION TO THE LABOR AND WORKFORCE	
	DEVELOPMENT AGENCY	11
VIII.	CONCLUSION.....	11

TABLE OF AUTHORITIES

Federal Cases

<i>City of Detroit v. Grinnell Corporation</i> , (2d Cir. 1974) 495 F.2d 448.....	4
<i>Hensley v. Eckerhart</i> , (1983) 461 U.S. 424.....	6
<i>Mangold v. Cal. Pub. Utils. Comm’n</i> , 67 F.3d 1470 (9th Cir. 1995)	8
<i>Missouri v. Jenkins by Agvei</i> , (1989) 491 U.S. 274.....	6
<i>Van Vracken v. Atlantic Richfield Co.</i> , (N.D.Cal.1995) 901 F.Supp. 294	8

State Cases

<i>Beasley v. Wells Fargo Bank</i> , (1991) 235 Cal.App.3d 14	5
<i>Bihun v. AT&T Info. Sys., Inc.</i> , (1993) 13 Cal.App.4th 976	7
<i>Chavez v. Netflix, Inc.</i> , (2008) 162 Cal.App.4th 43, fn 11	3
<i>Ciani v. San Diego Trust & Sav. Bank</i> , (1994) 25 Cal.App.4th 563	2
<i>City of Oakland v. Oakland Raiders</i> , (1988) 203 Cal.App.3d 78 (2.34).....	8
<i>Coal. for L.A. County Planning v. Bd. of Supervisors</i> , (1977) 76 Cal.App.3d 2	6, 8
<i>Consumer Privacy Cases</i> , (2009) 175 Cal.App.4th 545	4
<i>Dunk v. Ford Motor Co.</i> , (1996) 48 Cal.App.4th 1794	2
<i>Ketchum v. Moses</i> , (2001) 24 Cal.4th 1122	5, 8
<i>Lakin v. Watkins Associated Industries</i> , (1991) 6 Cal.4 th 644	5, 8

1	<u><i>Laffitte v. Robert Half Intern. Inc.</i></u> ,	
2	(Cal. 2016) 205 Cal.Rptr.3d 555	1, 2
3	<u><i>Lealao v. Beneficial Calif., Inc.</i></u> ,	
4	(2000) 82 Cal. App. 4th 19	3, 8
5	<u><i>Meister v. Regents of Univ. of Cal.</i></u> ,	
6	(1998) 67 Cal.App.4th 437	6
7	<u><i>PLCM Group, Inc. v. Drexler</i></u> ,	
8	(2000) 22 Cal.4th 1084	6
9	<u><i>See Radar v. Thrasher</i></u> ,	
10	(1962) 57 Cal.2d 2	5
11	<u><i>Rebney v. Wells Fargo Bank</i></u> ,	
12	(1991) 232 Cal.App.3d 1344	5
13	<u><i>San Bernardino Valley Audubon Soc., Inc. v. County of San Bernardino</i></u> ,	
14	(1984) 155 Cal.App.3d 738	5, 6
15	<u><i>Save El Toro Ass’n v. Days</i></u> ,	
16	(1979) 98 Cal.App.3d 544	2, 3
17	<u><i>Serrano v. Priest III</i></u> ,	
18	(1977) 20 Cal.3d 25.	2, 5, 8
19	<u><i>Serrano v. Unruh</i></u> ,	
20	(1982) 32 Cal.3d 621 [“Serrano IV”]	6
21	<u><i>Wershba v. Apple Computer, Inc.</i></u> ,	
22	(2001) 91 Cal.App.4th 224	2, 5, 8
23	<u><i>Woodland Hills Residents Assn., Inc. v. City Council</i></u> ,	
24	(1979) 23 Cal.3d 917	2
25	<u>State Statutes</u>	
26	California Code of Civil Procedure section 382	1
27	<u>State Rules</u>	
28	California Rules of Court, rule 3.769 (b)	1

1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. INTRODUCTION**

3 Pursuant to California Rules of Court, rule 3.769 (b) and California Code of Civil
4 Procedure section 382, Plaintiffs JAIME SANTIAGO VASQUEZ; ANTONIA BLANCO;
5 GRACIELA BLANCO; ELOISA CASTRO; and TOMAS CERVANTES AKA GUADALUPE
6 CERVANTES (“Plaintiffs”) move this Court for approval of an award of attorneys’ fees and
7 reimbursement of expenses to Class Counsel, pursuant to the terms of the preliminary-approved
8 Class Action and PAGA Settlement Agreement and Release (“Agreement” or “Settlement”)
9 between named Plaintiffs and Defendants PJ FARM LABOR, INC.; CLARKLIND FARMS;
10 FORTUNE & SONS INC.; AND MATTOS AND SONS DAIRY. (“Defendants”). Class Counsel
11 also respectfully requests that the Court award an enhancement for the named Plaintiffs of
12 \$25,000.00.

13 **II. STATUS OF THE SETTLEMENT**

14 In an effort to conserve the Court’s time and resources, Plaintiffs will not repeat the
15 Procedural History set forth in the concurrently-filed Motion for Final Approval of Class Action
16 Settlement.

17 The Agreement has been preliminarily-approved by the Court and the Notice of Class
18 Action Settlement disseminated pursuant to the terms of the Agreement. (Declaration of Liane
19 Katzenstein Ly ¶17 (“Ly Decl.”); Declaration of Jonathan Paul ¶4 (“Paul Decl.”).)

20 As discussed in the Motion for Final Approval of Class Action Settlement, Class Counsel
21 worked diligently on behalf of the preliminarily certified Settlement Class Members in order to
22 obtain this Settlement.

23 **III. THE COURT SHOULD GRANT PLAINTIFF’S APPLICATION FOR AN AWARD**
24 **OF ATTORNEYS’ FEES**

25 A. Class Counsel are Entitled to a Fee From the Common Fund

26 On August 11, 2016, the California Supreme Court decided *Laffitte v. Robert Half*
27 *International*, which addressed the correct methodology for awarding fees in a class action
28 settlement. (*Laffitte v. Robert Half Intern. Inc.* (Cal. 2016) 205 Cal.Rptr.3d 555, 573.) The *Laffitte*

1 Court approved awarding fees as a percentage of the settlement fund in cases like the present one,
2 where a settlement results in the creation of a common fund on behalf of a class:

3 We join the overwhelming majority of federal and state courts in holding that when
4 class action litigation establishes a monetary fund for the benefit of the class
5 members, and the trial court in its equitable powers awards Class Counsel a fee out
6 of that fund, the court may determine the amount of a reasonable fee by choosing
7 an appropriate percentage of the fund created.

8 (*Id.* at p. 573.) The Court then set out several reasons why the percentage-of-the-fund method is
9 preferred over the alternative lodestar-multiplier approach in California courts:

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

16 (*Id.* at p. 573.)

17 An award of 1/3 of the common fund is appropriate here under the “substantial benefit”
18 theory. (*Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1810; *Wershba v. Apple Computer,*
19 *Inc.* (2001) 91 Cal.App.4th 224, 254.) That theory permits a litigant who has sued in a
20 representative capacity to recover fees when the litigant’s efforts have created a substantial, actual,
21 and concrete benefit for members of an ascertainable class and the court’s jurisdiction over the
22 subject matter makes possible an award which spreads the cost proportionately among the
23 members of the benefitted class. (*See Ciani v. San Diego Trust & Sav. Bank* (1994) 25 Cal.App.4th
24 563, 578.)

25 This doctrine rests on the understanding that attorneys should normally be paid by their
26 clients, and that unless attorneys’ fees are paid out of the common fund, those who benefitted from
27 the fund would be unjustly enriched. (*Woodland Hills Residents Assn., Inc. v. City Council* (1979)
28 23 Cal.3d 917, 943; *Save El Toro Ass’n v. Days* (1979) 98 Cal.App.3d 544, 548-49.) To prevent
this unfair result, courts exercise their inherent equitable powers to assess attorneys’ fees against
the entire fund, thereby spreading the cost of those fees among all those who benefitted. (*Serrano*
III, 20 Cal.3d at p. 35.) “A court, in the exercise of its equitable discretion, may decree that those
receiving the benefit should contribute to the costs of its production.” (*Save El Toro Assn., supra*,

98 Cal.App.3d at p. 548.) As this approach “better approximates the workings of the marketplace than the lodestar approach,” there is “a greater judicial willingness to evaluate a fee award as a percentage of the recovery” in common fund cases. (*Lealao v. Beneficial Calif., Inc.* (2000) 82 Cal. App. 4th 19, 31, 48.)

As detailed fully in the Agreement and set forth above, the Agreement provides for Defendant to create a Gross Settlement Amount of \$650,000.00. From that fund, Plaintiff requests an award of attorneys’ fees in the amount of \$216,666.67, or 1/3 of the Gross Settlement Amount created on behalf of members of the Class. (Ly Decl. ¶80.) This litigation resulted in “a substantial, actual and concrete . . . benefit on the members of an ascertainable class,” *Save El Toro Assn., supra*, 98 Cal.App.3d at p. 548, namely a non-reversionary settlement fund of \$650,000.00. Because none of the Settlement Class Members have paid fees to Class Counsel for their efforts during the litigation, equity requires that they pay a fair and reasonable fee based on what the market would traditionally require, no less than if they had hired private counsel to litigate their cases individually. Class Counsel is therefore entitled to a reasonable contingency fee of 1/3 from the Settlement fund as a whole.

B. The Attorneys’ Fees Requested By Class Counsel Are Well Within the Range of Fees in Comparable Cases

Courts historically award fees in the twenty-to-fifty-percent range, depending on the circumstances of the case. As stated in Newberg:

No general rule can be articulated on what is a reasonable percentage of a common fund. Usually 50% of the fund is the upper limit on a reasonable fee award from a common fund in order to assure that the fees do not consume a disproportionate part of the recovery obtained for the Class, although somewhat larger percentages are not unprecedented.

(Newberg on Class Actions, 3rd Ed., 1992, § 14.03; and see *Chavez v. Netflix, Inc.* (2008) 162 Cal.App.4th 43, 66, fn 11 [“Empirical studies show that, regardless whether the percentage method or the lodestar method is used, fee awards in class actions average around one-third of the recovery.”] Thus, Class Counsel’s requested fee of 33.3% is not only well within the range of reasonableness, but is fair compensation for undertaking this complex, risky, expensive, and time-consuming litigation on a contingent basis.

C. The Contingency Fee of 1/3 Requested By Class Counsel Is Reasonable Based on the Risks of Litigation and the Diligent Efforts of Counsel that Led to an Outstanding Settlement for the Class

In the present case, Class Counsel asks the Court to award a fee of 1/3 of the common fund, or \$216,666.67, as provided in the Agreement. This amount is reasonable because Class Counsel's diligent litigation efforts and experience led to an outstanding settlement, with an average net recovery of over \$1,310.11 per Settlement Class Member (*See* Paul Decl. ¶17), based on cognizable risks which are discussed in detail in Plaintiff's Motion for Final Approval of Class Action Settlement.

Additionally, it is recognized that one of the primary factors justifying an attorney fee award in cases such as this are the attendant risks inherent in the litigation. As observed in *City of Detroit v. Grinnell Corporation* (2d Cir. 1974) 495 F.2d 448, 470:

No one expects a lawyer whose compensation is contingent upon his success to charge, when successful, as little as he would charge a client who had agreed to pay for his services, regardless of success. Nor, particularly in complicated cases producing large recoveries, is it just to make a fee depend solely on the reasonable amount of time expended.

Class Counsel extensively addressed the perceived risks in this case in the concurrently filed Motion for Final Approval of Class Action Settlement and will not repeat that analysis here. In addition to the complexity of this case, Class Counsel has borne the entire risk and costs of this litigation during the entire time that it has been pending, all on a pure contingency basis. (Ly Decl. ¶81.) Through the investment of substantial effort and resources, Class Counsel has secured an outstanding Settlement of behalf of the Settlement Class Members. (*Id.*) Defendant vigorously contested liability, the amount of claimed damages, and the propriety of class certification. (*Id.*) It is this kind of situation, involving complex issues, that has been recognized as justifying a substantial attorney fee award. (*Id.*)

IV. CLASS COUNSEL'S FEE REQUEST IS REASONABLE UNDER A LODESTAR CROSSCHECK

Courts may "cross-check" the results of the common fund method against the lodestar method. (*See, e.g., In re Consumer Privacy Cases* (2009) 175 Cal.App.4th 545, 557.) The lodestar

1 is calculated by multiplying the reasonable hours expended by a reasonable hourly rate. (*Serrano*
2 *v. Priest* (1977) 20 Cal.3d 25, 48-49 (“*Serrano III*”).) Those rates reflect “the general local hourly
3 rate for a fee-bearing case” and do “not include any compensation for contingent risk,
4 extraordinary skill, or any other factors.” (*Ketchum v. Moses* (2001) 24 Cal.4th 1122, 1138.) The
5 court may then enhance the lodestar with a multiplier. (*Wershba, supra*, 91 Cal.App.4th at p. 254;
6 *Rebney v. Wells Fargo Bank* (1991) 232 Cal.App.3d 1344, 1347; *Serrano III, supra*, 20 Cal.3d at
7 p. 49.)

8 A. Requested Multiplier

9 The purpose of using the lodestar/multiplier method is to mirror the legal marketplace.
10 Counsel will not handle cases for straight hourly fees payable only if they win; therefore, an
11 enhancement is often awarded so that the fee received is commensurate with what attorneys could
12 expect to be compensated for services in similar circumstances. (*See San Bernardino Valley*
13 *Audubon Soc., Inc. v. County of San Bernardino* (1984) 155 Cal.App.3d 738, 755 [an award must
14 be large enough “to entice competent counsel to undertake difficult public interest cases”].) No
15 specific findings reflecting the court’s calculations are required. (*Wershba, supra*, 91 Cal.App.4th
16 at p. 254; *Rebney, supra*, 232 Cal.App.3d at p. 1349.) “The record need only show that the attorney
17 fees were awarded according to the ‘lodestar’ or ‘touchstone’ approach.” (*Ibid.*)

18 Here, a lodestar cross-check confirms that the percentage requested is reasonable. Class
19 Counsel’s aggregate lodestar amounts to \$171,755.00 (with future hours)¹, which represents 319.7
20 hours of attorney work on this litigation incurred from its inception through the filing of Plaintiff’s
21 Motion for Final Approval. (Ly Decl. ¶89.) As such, Class Counsel is asking for a multiplier of
22 1.26. (Ly Decl. ¶90.) Typically, the lodestar is merely the starting point of the calculation of a
23 reasonable fee, and courts often multiply the lodestar by a factor to account for the risk of non-
24 payment, delay in payment, the quality of work, and the novelty and difficulty of the issues
25 involved. (*See Radar v. Thrasher* (1962) 57 Cal.2d 244, 253; *Beasley v. Wells Fargo Bank* (1991)

26
27 ¹ Class Counsel will certainly continue to spend time working on this matter for tasks such as
28 preparing for and attending the final approval hearing, overseeing the administration process,
and communicating with Settlement Class Members, Plaintiff’s Counsel are requesting
approval of 10 future hours for Liane Katzenstein Ly.

235 Cal.App.3d 1407, 1419; *Coal. for L.A. County Planning v. Bd. of Supervisors* (1977) 76 Cal.App.3d 241, 251.)

B. The Number of Hours Claimed is Reasonable

Plaintiff's counsel are entitled to be compensated "for all time reasonably expended in pursuit of the ultimate result achieved in the same manner that an attorney traditionally is compensated by a fee-paying client for all time reasonably expended on a matter." (*Hensley v. Eckerhart* (1983) 461 U.S. 424, 431 [internal quotations omitted]; *accord Serrano v. Unruh* (1982) 32 Cal.3d 621, 633 ["Serrano IV"] [parties should recover for all hours reasonably spent]; *Meister v. Regents of Univ. of Cal.* (1998) 67 Cal.App.4th 437, 447-48 [same].)

The amount of time spent on this case (over 319.7 hours), which culminated in a very favorable proposed Settlement for the Settlement Class Members, is reasonable given the complexity and novelty of the issues involved, the vigorous defense, the length and intensity of the litigation, and the exceptional results obtained. (Ly Decl. ¶91.) Class Counsel litigated this action with great efficiency in light of the amount of work required to achieve the Settlement. (Ly Decl. ¶92.) Class Counsel has submitted a declaration evidencing the reasonable hourly rate for their services and establishing the number of hours spent working on the case. (Ly Decl. ¶¶93-100.) Accordingly, Plaintiff is entitled to full compensation for the hours claimed by Class Counsel.

C. The Hourly Rates Requested Are Reasonable

Class Counsel is entitled to be compensated at hourly rates that reflect the reasonable market value of their legal services, based on their experience and expertise. (*See Serrano IV, supra*, 32 Cal.3d at pp. 640-43, n.31.) "The reasonable hourly rate is that prevailing in the community for similar work." (*PLCM Group, Inc. v. Drexler* (2000) 22 Cal.4th 1084, 1095.) Payment at full market rates is essential to entice well-qualified counsel to undertake difficult cases, such as this one. (*San Bernardino Valley Audubon Soc'y v. County of San Bernardino* (1984) 155 Cal. App. 3d 738, 755.) Additionally, calculation of a lodestar based on current hourly rates is appropriate as a means of compensating for delay in payment. (*Missouri v. Jenkins by Agyei* (1989) 491 U.S. 274, 283-84.)

1 The requested hourly rates in this case range from \$450.00 per hour to \$1,100.00. (Ly Decl.
2 ¶¶93.) Class Counsel’s hourly rates are fully supported by their experience and reputation in
3 handling complex employment litigation, including wage and hour class actions. (Ly Decl. ¶¶94;
4 ¶¶95-100.)

5 Mr. Kingsley is a 24-year attorney with expertise in wage and hour class action lawsuits.
6 (Ly Decl. ¶¶95.) He has litigated several hundred such cases, including at the appellate level at the
7 U.S. Supreme Court, California Supreme Court, the Ninth Circuit, and the California Court of
8 Appeal. (Ly Decl. ¶¶96.) He is also a prolific speaker at various seminars on employment law and
9 has contributed to legal publications on employment topics. (Ly Decl. ¶¶97.) Biographical
10 information for the other handling attorneys is included in the concurrently filed Declaration of
11 Liane Katzenstein Ly. (Ly Decl. ¶¶98-100.)

12 Mario Martinez is a seasoned attorney with extensive expertise with wage and hour class
13 actions lawsuits.² (See Declaration of Mario Martinez ¶¶2-8.)

14 Class Counsel’s charged rates are commensurate with the prevailing market rates in Kings
15 County for attorneys of comparable experience and skill handling complex litigation. (Ly Decl.
16 ¶¶104.) Furthermore, Class Counsel’s rates in calculating the lodestar are the same rates charged
17 to non-contingent hourly clients and thus necessarily reflect the current market value of counsel’s
18 legal services.³ (Ly Decl. ¶¶105.) Class Counsel has made all reasonable attempts to avoid
19 duplication of assignments and to assign tasks to timekeepers at the appropriate billing rates. (Ly
20 Decl. ¶¶106.)

21 Finally, Class Counsel’s rates are in line with the 2023-2024 Laffey Matrix, which is a fee
22 scale that courts often consult in determining the reasonableness of hourly rates. Under the
23 adjusted Laffey Matrix, a reasonable rate for an attorney with 20+ years of experience, such as Mr.
24 Kingsley, is \$1057, a reasonable rate for an attorney with 16 years of experience, such as Ms. Ly,

25 ² Kingsley Szamet & Ly and Martinez Aguila-socho Law, Inc. have entered into a written fee
26 sharing agreement that was also signed by the named Plaintiffs. (Ly Decl. ¶¶102.)

27 ³ The Court should also note that other California courts approved many of these same rates over
28 15 years ago. (See, e.g., *Bihun v. AT&T Info. Sys., Inc.* (1993) 13 Cal.App.4th 976, 997,
disapproved on other grounds, 6 Cal.4th 644, 664 [\$450 hourly rate was a reasonable fee based
on counsel’s knowledge, skill, experience and reputation].)

1 is \$878. (Ly Decl. ¶107; Ex. 4 [2023-2024 Adjusted Laffey Matrix].)

2 D. The Fees Requested Are Reasonable

3 The trial court has substantial discretion in adjusting the lodestar to account for various
4 factors inadequately reflected therein. (*See Lealao, supra*, 82 Cal.App.4th at pp. 40-45.) A lodestar
5 multiplier is recognized as earned compensation: “The adjustment to the lodestar, e.g., to provide
6 a fee enhancement reflecting the risk the attorney will not receive payment if the suit does not
7 succeed, constitutes earned compensation; unlike a windfall, it is neither unexpected nor
8 fortuitous.” (*Ketchum, supra*, 24 Cal.4th at p. 1138.)

9 In California, courts regularly use a multiplier of 2.0 or greater in statutory fee cases to
10 approximate market fees.⁴ In fact, “[m]ultipliers in the 3-4 range are common in lodestar awards
11 for lengthy and complex class action litigation.” (*Van Vracken v. Atlantic Richfield Co.*
12 (N.D.Cal.1995) 901 F.Supp. 294, 298; *see also, Wershba, supra*, 91 Cal.App.4th at p. 255
13 [“Multipliers can range from 2 to 4 or even higher.”].) Here, Class Counsel is requesting a
14 multiplier of 1.26. (Ly Decl. ¶112.)

15 The court may augment the lodestar upon consideration of various factors, including, but
16 not limited to: (1) the novelty and difficulty of the questions involved, (2) the skill displayed in
17 presenting them, (3) the extent to which the nature of the litigation precluded other employment
18 by the attorneys, and (4) the contingent nature of the fee award, both from the point view of
19 eventual victory on the merits and of establishing eligibility for an award. (*See Serrano III, supra*,
20 20 Cal.3d at pp. 41, 49.)

21 Each of the multiplier factors articulated in *Serrano III* supports the Court awarding the
22 requested enhancement of Class Counsel’s aggregate lodestar.

23 i. Novelty and Difficulty of Questions Presented

24 This case dealt with difficult legal and factual questions. Significantly, the risk attendant
25 to the underlying claims in this matter was great considering Defendant’s defenses. As discussed

26 ⁴ See, for example, *Mangold v. Cal. Pub. Utils. Comm’n*, 67 F.3d 1470, 1478-79 (9th Cir. 1995)
27 (2.0); *City of Oakland v. Oakland Raiders* (1988) 203 Cal.App.3d 78, 82-85 (2.34); *Coal. for*
28 *L.A. County Planning v. Bd. of Supervisors* (1977) 76 Cal.App.3d 241, 251 (slightly above
2.0); *Crommie v. State of Cal. Public Utilities Comm’n* (N.D. Cal. 1994) 840 F.Supp.719, 726
(2.0 multiplier in employment case).

1 in detail in the extensive risk analysis section in Plaintiff's Motion for Preliminary Approval of
2 Settlement, were this case to proceed, Defendant would have a strong incentive to litigate
3 tenaciously. (Ly Decl. ¶113.) There are genuine issues in dispute. (*Id.*)

4 ii. Skill Displayed in Presenting Questions Presented

5 Class Counsel are skilled wage and hour practitioners with decades of experience who
6 diligently prepared and litigated this matter as discussed. (Ly Decl. ¶114; *Id.* at ¶¶75-77.)

7 iii. Preclusion of Other Employment By Attorneys

8 To achieve the ultimate result in this case, Co-lead Class Counsel had to incur substantial
9 risk and expense, and were precluded from taking other fee generating employment for over
10 319.7 hours of attorney time. (Ly Decl. ¶115.)

11 iv. Contingent Nature of the Fee Award

12 This matter had been handled purely on a contingency fee basis and Class Counsel have
13 advanced many thousands of dollars in costs while deferring all payment of fees, with no guarantee
14 that any of the fees incurred or costs advanced would ever be recovered, and diverting significant
15 firm resources to prosecution of this matter. (Ly Decl. ¶116.)

16 v. Success Achieved

17 Class Counsel believe this is an exceptional result that has been well received by Settlement
18 Class Members. (Ly Decl. ¶117.)

19 vi. Rate of Acceptance of Benefits Offered to Class Members

20 There have been zero opt-outs or objections to date. (Paul Decl. ¶¶9-10.)

21 Accordingly, Plaintiff's multiplier request is justified and the lodestar/multiplier cross-
22 check confirms the reasonableness of Class Counsel's fee request. The Court should therefore
23 approve the attorneys' fee award for time spent in the successful prosecution of this matter.

24 **V. THE COURT SHOULD APPROVE THE REQUEST FOR REIMBURSEMENT OF**
25 **COSTS**

26 In addition to their request for fees, Class Counsel further request reimbursement of the
27 reasonable out-of-pocket expenses advanced and/or incurred by them in connection with this
28 litigation, in the amount of \$10,000.00. (Ly Decl. ¶118.) To date, Kingsley Szamet & Ly has

1 incurred \$7,986.86 in costs, and Mario Aguila-socho Law, Inc. has incurred \$551.51. (Ly Decl.
2 ¶119.) Class Counsel anticipates incurring an additional \$600.00 in costs to file, serve, and copy
3 this motion; to prepare for and attend the hearing; and for future copy charges, however, pursuant
4 to the Agreement, Class Counsel shall not seek an amount in excess of \$10,000.00 for litigation
5 costs. (Ly Decl. ¶120; Ex. 1 at ¶3.2.2.) As such, Class Counsel is requesting a cost reimbursement
6 of \$9,138.37. (Ly Decl. ¶121; Agreement ¶3.2.2.)

7 All of the requested costs are reasonable in amount and were necessarily incurred by Class
8 Counsel in prosecuting this litigation. (Ly Decl. ¶122; Ex. 5 [Cost Report].)

9 Expenses in this matter to date include costs for filing fees, research, mediation,
10 employment of a database expert to synthesize the tens of thousands of lines of payroll and
11 timekeeping data produced by Defendant to assist with preparation of Plaintiff's damage model,
12 and additional costs for the prosecution of this case evidenced in the costs spreadsheet attached to
13 the Declaration of Liane Katzenstein Ly. All of these costs have been incurred in the course of
14 this litigation, and all costs advanced have already been paid by Class Counsel. (Ly Decl. ¶123.)

15 Accordingly, the requested reimbursement of the reasonable out-of-pocket expenses
16 advanced and/or incurred is appropriate and justified as part of the overall settlement and the Court
17 should approve the request for reimbursement in the amount of \$9,138.37.

18 **VI. THE NAMED PLAINTIFFS' ENHANCEMENT SHOULD BE APPROVED**

19 Finally, Plaintiff's Counsel request an enhancement of \$25,000.00 to the named Plaintiffs
20 for their work on behalf of the Class. (Ly Decl. ¶124.) As set forth in detail in Plaintiffs' Motion
21 for Final Approval of Class Settlement and each Plaintiff's declaration, Plaintiffs Jaime Santiago
22 Vasquez, Antonia Blanco, Graciela Blanco, Eloisa Castro, Tomas Cervantes aka Guadalupe
23 Cervantes invested significant time and effort in this case. (Ly Decl. ¶125; Plaintiffs' Decl. ¶¶6-
24 8.)

25 Plaintiffs were also at risk of for paying Defendant's legal fees and costs in the event that
26 Defendant prevailed at trial. (Ly Decl. ¶128.)

27 The Class has benefited from Plaintiffs action in stepping forward on their behalf to bring
28 this lawsuit. (Ly Decl. ¶129.) The average settlement payment is \$1,310.11 for a Settlement Class

1 Member. (Paul Decl. ¶17.)

2 Further, The Class Notice disclosed the enhancement award. (*See* Agreement Ex. 1 [class
3 notice], p. 3.) (Ly Decl. ¶130.) As of today, no Settlement Class Member has objected to the
4 proposed enhancement. (Ly Decl. ¶131.)

5 Under the circumstances, a representative payment of \$25,000.00, with \$5,000.00 to each
6 Plaintiff is justified and the Court should award this payment to Plaintiffs from the Gross
7 Settlement Amount as provided in the Agreement. (Ly Decl. ¶132.)

8 **VII. PROOF OF SUBMISSION TO THE LABOR AND WORKFORCE**
9 **DEVELOPMENT AGENCY**

10 As indicated on the Proof of Service, Plaintiff’s Motion for Approval of Attorneys’ Fees
11 and Costs (“Motion”) was uploaded to the Labor and Workforce Development Agency’s
12 (“LWDA”) website on the date this Motion was filed as required by statute. Proof of submission
13 of Plaintiff’s Motion, all related documents, and copy of the email from the LWDA confirming
14 receipt is attached to the Declaration of Liane Katzenstein Ly as Exhibit “6”. (Ly Decl. ¶133.)

15 **VIII. CONCLUSION**

16 Class Counsel respectfully requests that the Court award a fee equal to 1/3 of the gross
17 settlement amount, or \$216,666.67 and reimbursement of costs of \$9,138.37. Class Counsel also
18 respectfully requests that the Court award an enhancement for the named Plaintiffs of \$25,000.00,
19 with \$5,000.00 for each Plaintiff. For the above reasons, all of these requests are appropriate and
20 justified as part of the overall Settlement, and the Court should approve them as reasonable and
21 fair.

22 DATED: June 24, 2024

KINGSLEY SZAMET & LY

23
24 By:

Liane Katzenstein Ly
Attorneys for Plaintiffs and the proposed class

(PROOF OF SERVICE)

[CCP 1013(a)(3)]

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 years and not a party to the within action. My business address is 16133 Ventura Boulevard, Suite 1200, Encino, California 91436.

On June 24, 2024, I served all interested parties in this action the following documents described as: **NOTICE OF MOTION AND MOTION FOR FINAL APPROVAL OF ATTORNEYS' FEES AND COSTS; MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT THEREOF** by placing a true copy thereof enclosed in a sealed envelope addressed as follows:

SEE ATTACHED SERVICE LIST

[XX] BY ELECTRONIC SERVICE: I caused a true and correct copy thereof to be electronically filed using the Labor and Workforce Development Agency Electronic Filing ("EF") System (<https://dir.tfaforms.net/315>) and service was completed by electronic means by transmittal of the documents referenced herein on the EF System.

[XX] BY ELECTRONIC MAIL TRANSMISSION: I caused the document to be send to the persons at the e-mail address(es) listed on the attached service list. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful. A pdf copy of which was sent via email to the below email address(es).

[XX] (STATE) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on June 24, 2024, at Woodland Hills, California.



Michelle Tanzer

PROOF OF SERVICE LIST

*JAIME SANTIAGO VASQUEZ ET AL. V. PJ FARM LABOR, INC. ET AL.
SUPERIOR COURT OF CALIFORNIA, COUNTY OF KINGS
Case No. 22C-0382*

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