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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE**

WILLIAM CAMPOS; 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; JUANITA
HERNANDEZ; 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;

Plaintiffs,

vs.

MOTIVE ENERGY, INC., a California
corporation; MOTIVE ENERGY
TELECOMMUNICATIONS GROUP, INC., a
California corporation; ADVANCED
CHARGING TECHNOLOGIES, INC., a
California corporation; and DOES 1 through
100, inclusive,

Defendants.

Case No.: 30-2016-00828352-CU-OE-CXC

Honorable William D. Cluster
Department CX104

CLASS ACTION

**PLAINTIFFS' NOTICE OF MOTION
AND MOTION FOR FINAL APPROVAL
OF CLASS ACTION SETTLEMENT,
ATTORNEYS' FEES, COSTS, AND
SERVICE PAYMENTS; MEMORANDUM
OF POINTS AND AUTHORITIES IN
SUPPORT THEREOF**

[Declaration of Class Counsel
(Edwin Aiwarzian); Declarations of Class
Representatives (William Campos and
Juanita Hernandez); Declaration of
Settlement Administrator (Lindsay Kline);
and [Proposed] Final Approval Order and
Judgment filed concurrently herewith]

Date: March 15, 2019
Time: 9:00 a.m.
Department: CX104

Complaint Filed: January 5, 2016
FAC Filed: September 22, 2016
SAC Filed: December 2, 2016
Trial Date: None Set

PLEASE TAKE NOTICE that on March 15, 2019, at 9:00 a.m., in Department CX104 of the above-entitled Court, located at 751 West Santa Ana Boulevard, Santa Ana, California 92701, Plaintiffs William Campos and Juanita Hernandez ("Plaintiffs") will and hereby do move for an order granting final approval of:

1. The Joint Stipulation of Class Action and PAGA Settlement and Release, Amendment No. 1 to Joint Stipulation of Class Action and PAGA Settlement and Release, and Amendment No. 2 to Joint Stipulation of Class Action and PAGA Settlement and Release (together, "Settlement," "Agreement," or "Settlement Agreement") on the grounds that the Settlement is fair, adequate, and reasonable because:

- A Net Settlement Amount of approximately \$407,093.13 will be fully distributed to the Class Members who do not submit a timely and valid Opt Out Form ("Settlement Class Members");
- No objections to the Settlement have been submitted to the settlement administrator, Simpluris, Inc. ("Settlement Administrator") to date;
- Six (6) Opt Out Forms have been submitted to the Settlement Administrator to date;

2. Payment in the amount of \$262,500.00 to Lawyers for Justice, PC ("Class Counsel"), representing thirty-five percent (35%) of the Maximum Settlement Amount, for attorneys' fees, which is reasonable and justified on a percentage-basis and also based on a lodestar cross-check;

3. Payment in the amount of \$33,759.87 to Class Counsel for reimbursement of litigation costs and expenses;

4. Payment in the amount of \$9,147.00 to the Settlement Administrator, Simpluris, Inc., for Settlement Administration Costs;

5. Payment in the amount of \$8,000.00 to Plaintiff William Campos and \$7,000.00 to Plaintiff Juanita Hernandez, as Service Payments, for their time and effort in representing the Class; and

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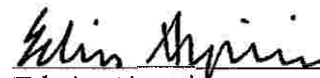
6. Allocation of the penalties under the Private Attorneys General Act of 2004, California Labor Code section 2698, *et seq.*, in the amount of \$30,000.00, of which seventy-five percent (75%), or \$22,500, will be paid to the California Labor and Workforce Development Agency and twenty-five percent (25%), or \$7,500, will be part of the Net Settlement Amount for distribution to the Settlement Class Members

This motion is based upon the following Memorandum of Points and Authorities; the Declarations of Class Counsel (Edwin Aiwazian), Class Representatives (Williams Campos and Juanita Hernandez), and Settlement Administrator (Lindsay Kline) in support thereof; the pleadings and other records on file with the Court in this matter; and such evidence and oral argument as may be presented at the hearing on this motion.

Dated: February 21, 2019

LAWYERS for JUSTICE, PC

By:


Edwin Aiwazian

Attorneys for Plaintiffs and the Class

TABLE OF CONTENTS

I.	SUMMARY OF MOTION.....	1
II.	PROCEDURAL HISTORY AND FACTUAL BACKGROUND	2
III.	SUMMARY OF THE SETTLEMENT TERMS AND PLAN OF DISTRIBUTION.....	6
IV.	THE SETTLEMENT ADMINISTRATION PROCESS	7
V.	THE COURT SHOULD GRANT FINAL APPROVAL OF THE CLASS ACTION SETTLEMENT.....	9
A.	The Settlement Resulted from Arm's-Length Negotiations Based Upon Extensive Investigation and Discovery.	10
B.	The Risks Inherent in Continued Litigation Favor Final Approval of the Settlement.	13
C.	The Settlement Is Fair, Reasonable, and Adequate.	14
D.	The Class Was Represented by Competent Counsel.	16
E.	There Are No Objections to the Settlement.....	16
VI.	THE ATTORNEYS' FEES AWARD REQUESTED BY CLASS COUNSEL IS FAIR AND REASONABLE AND SHOULD BE APPROVED.	16
A.	Legal Standard for Attorneys' Fees in a Class Action Settlement.....	16
B.	A Fee Award of a Percentage of the Entire Fund Is Appropriate.....	18
C.	The Fee Award Requested by Class Counsel Is Reasonable Based on the Factors Considered in Determination of Fee Awards.....	21
	1. <i>Time & Labor</i>	22
	2. <i>The Skill Required to Perform Legal Services Properly</i>	23
	3. <i>The Value of the Settlement for the Class Members</i>	23
	4. <i>Whether the Fee Is Fixed or Contingent</i>	24
	5. <i>The Amount Involved and the Results Achieved</i>	25
	6. <i>The Reputation and Ability of the Attorneys</i>	26

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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..... 26

1. *Class Counsel Performed Work for a Reasonable Number of Hours.* 27

2. *The Fees Requested Represent a Reasonable Hourly Rate of
Compensation in Light of Class Counsel's Efforts and Experience...* 28

VII. COSTS TO BE REIMBURSED TO CLASS COUNSEL ARE FAIR AND
REASONABLE, AND SHOULD BE APPROVED..... 31

VIII. THE SETTLEMENT ADMINISTRATION COSTS ARE FAIR AND REASONABLE,
AND SHOULD BE APPROVED. 31

IX. THE REQUESTED SERVICE PAYMENTS ARE FAIR AND REASONABLE, AND
SHOULD BE APPROVED..... 32

X. CONCLUSION..... 33

TABLE OF AUTHORITIES

Cases

<i>7-Eleven Owners for Fair Franchising v. Southland Corp.</i> (2000) 85 Cal.App.4th 1135	10, 16
<i>Beech Cinema, Inc. v. Twentieth-Century Fox Film Corp.</i> (S.D.N.Y. 1979) 480 F.Supp. 1195, 18	
<i>Boeing Co. v. Van Gemert</i> (1980) 444 U.S. 472.....	18, 20
<i>Cellphone Termination Fee Cases</i> (2009) 180 Cal.App.4th 1110.....	17
<i>Chavez v. Netflix, Inc.</i> (2008) 162 Cal.App.4th 43	9, 10, 18
<i>City of Oakland v. Oakland Raiders</i> (1988) 203 Cal.App.3d 78	30
<i>Consumer Privacy Cases</i> (2009) 175 Cal.App.4th 545	17
<i>Crampton v. Takegoshi</i> (1993) 17 Cal.App.4th 308	18
<i>Dunk v. Ford Motor Co.</i> (1996) 48 Cal.App.4th 1794	9, 10, 16, 17
<i>Green v. Obledo</i> (1981) 29 Cal.3d 126.....	18
<i>In re American Bank Note Holographics, Inc., Securities Litigation</i> (S.D.N.Y. 2001) 127	
F.Supp.2d 418	15
<i>In re Ampicillin Antitrust Litigation</i> (D. D.C. 1981) 526 F.Supp. 494.....	18
<i>Ketchum v. Moses</i> (2001) 24 Cal.4th 1122	16, 27, 28, 30
<i>Laffitte v. Robert Half Int'l, Inc.</i> (2016) 1 Cal.5th 480	17, 19, 26
<i>Lealao v. Beneficial Cal., Inc.</i> (2000) 82 Cal.App.4th 19	16, 17, 20
<i>Paul, Johnson, Alston & Hunt v. Gaulty</i> (1989) 886 F.2d 268	18
<i>Sutter Health Uninsured Pricing Cases</i> (2009) 171 Cal.App.4th 495	30
<i>Vasquez v. Superior Court</i> (1971) 4 Cal.3d 800	18
<i>Vincent v. Hughes Air West, Inc.</i> (9th Cir. 1977) 557 F.2d 759	18
<i>Vizcaino v. Microsoft</i> (9th Cir. 2002) 290 F.3d 1043	19
<i>Vo v. Las Virgenes Municipal Water Dist.</i> (2000) 79 Cal.App.4th 440	27
<i>Wershba v. Apple Computer, Inc.</i> (2001) 91 Cal.App.4th 224	9, 10, 16, 21, 30
<i>Winslow v. Harold G. Ferguson Corp.</i> (1944) 25 Cal.2d 274.....	20

Statutes

Cal. Lab. Code § 2698.....	1
----------------------------	---

Other Authorities

A. Conte, <i>Attorney Fee Awards</i> (2d Ed., 1993)	19
<u>California Practice Guide</u> , <i>Civil Procedure Before Trial</i> , Chapter 14.....	17
Conte & Newberg, <i>Newberg on Class Actions</i> (4th Ed., 2002) § 11.47	15, 26
Conte & Newberg, <i>Newberg on Class Actions</i> (4th Ed., 2002) § 14.03	18
<i>Court Awarded Attorney Fees, Report of the Third Circuit Task Force</i> (October 8, 1985) 108	
F.R.D. 237	26
R. Pearle, <i>California Attorney Fee Awards</i> (CEB, 1993) § 7A.....	18

MEMORANDUM OF POINTS AND AUTHORITIES

I. SUMMARY OF MOTION

Plaintiffs Williams Campos and Juanita Hernandez ("Plaintiffs") seek final approval of: (1) the Maximum Settlement Amount of \$750,000; (2) Attorneys' Fees and Litigation Costs and Expenses, consisting of an award of attorneys' fees in the amount of \$262,500 and reimbursement of litigation costs and expenses in the amount of \$33,759.87, to Lawyers for Justice, PC ("Class Counsel"); (3) Settlement Administration Costs in the amount of \$9,147 to Simpluris, Inc. ("Simpluris" or "Settlement Administrator"); (4) Service Payments in the amount of \$8,000 to Plaintiff Williams Campos and \$7,000 to Plaintiff Juanita Hernandez, for a combined amount of \$15,000; and (5) the allocation of \$30,000 for penalties under the Private Attorneys General Act of 2004, California Labor Code § 2698, *et seq.* ("PAGA Penalties").

Plaintiffs seek relief on behalf of the following class:

All current and former hourly-paid or non-exempt employees who worked for any of the Defendants within the State of California at any time during the period from January 5, 2012 to March 16, 2018 ("Class" or "Class Members").¹

This litigation involved ongoing investigations, motion practice, extensive formal and informal discovery, review and analysis of thousands of pages of documents and data prior to and during mediation conducted by Paul Grossman, Esq., and extensive settlement negotiations. This matter has required 713.30 hours of attorney time from Lawyers for Justice, PC ("Class Counsel"). As will be demonstrated herein, the request for an award of attorneys' fees, which represents thirty-five percent (35%) of the Maximum 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.

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¹ Joint Stipulation of Class Action and PAGA Settlement and Release ("Original Agreement"), §§ 1.5 & III.B.26.

1 Plaintiffs move for final approval of the Service Payments in the amount of \$8,000 to
2 Plaintiff William Campos and \$7,000 to Plaintiff Juanita Hernandez to compensate them for the
3 time and effort that they expended spearheading this lawsuit on behalf of the Class. Plaintiffs
4 also move for final approval of payment to the Settlement Administrator in the amount of \$9,147
5 for Settlement Administration Costs. Plaintiffs also move for final approval of the allocation of
6 \$30,000 for the PAGA Penalties, of which \$22,500 will be paid to the California Labor
7 Workforce and Development Agency ("LWDA") for its portion of the PAGA Penalties ("LWDA
8 Payment"), and \$7,500 will be part of the Net Settlement Amount that will be available to pay
9 Class Members who do not submit timely and valid Opt Out Forms to the Settlement
10 Administrator ("Settlement Class Members").

11 The requests for Attorneys' Fees and Litigation Costs and Expenses, Service
12 Payments, Settlement Administration Costs, and PAGA Penalties were fully disclosed in the
13 Notice of Class Action Settlement ("Class Notice") that was mailed to the Class Members. Most
14 importantly, as of the date of this motion, *not a single Class Member has objected to the requests*
15 *for Attorneys' Fees and Litigation Costs and Expenses, Service Payments, Settlement*
16 *Administration Costs, or allocation for PAGA Penalties.*

17 The Settlement is fair, adequate, and reasonable, and is the product of arm's-length,
18 good-faith negotiations by experienced counsel presided over by a highly-regarded mediator who
19 is experienced in mediating wage-and-hour class action lawsuits. Accordingly, the Court should
20 grant final approval of the Settlement, Attorneys' Fees and Litigation Costs and Expenses,
21 Service Payments, Settlement Administration Costs, and PAGA Penalties in the amounts as
22 fully disclosed to the Class and as requested herein.

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

24 Defendant Motive Energy, Inc. delivers products and maintenance services to support the
25 material handling industry and is also the largest forklift battery and charger supplier on the West
26 Coast of the United States. Defendant Motive Energy Telecommunications Group, Inc. provides
27 services for WiFi and DAS networks, microwave engineering and construction and maintenance
28 services, amongst other things. Defendant Advanced Charging Technologies, Inc. is a provider

1 of forklift batteries and charging technologies. Plaintiffs William Campos ("Plaintiff Campos")
2 and Juanita Hernandez are former employees of Defendants Motive Energy, Inc., Motive Energy
3 Telecommunications Group, Inc., and Advanced Charging Technologies, Inc. ("Defendants").

4 On January 5, 2016, Plaintiff Campos filed a Class Action Complaint for Damages &
5 Enforcement under the Private Attorneys General Act, California Labor Code § 2698, Et Seq.
6 ("Complaint") against Defendants in the Orange County Superior Court, Case No. 30-2016-
7 00828352. On April 26, 2016, Defendants filed an Answer to the Complaint.

8 On August 16, 2016, and after engaging in initial discovery, Defendants filed a Motion to
9 Compel Further Responses to Form Interrogatories – General and Request for Monetary
10 Sanctions ("Motion to Compel").

11 On August 18, 2016, Plaintiff Campos filed a Motion for Leave to File an Amended
12 Complaint ("Motion for Leave"). On September 2, 2016, Defendants filed an opposition to the
13 Motion for Leave. On September 9, 2016, Plaintiff Campos filed a reply in support of the
14 Motion for Leave.

15 On September 12, 2016, Plaintiff Campos filed an opposition to Defendants' Motion to
16 Compel, and on September 16, 2016, Defendants filed a reply in support of the Motion to
17 Compel.

18 On September 22, 2016, pursuant to the Court's order granting Plaintiff Campos' Motion
19 for Leave, Plaintiff Campos filed a First Amended Class Action Complaint for Damages &
20 Enforcement under the Private Attorneys General Act, California Labor Code § 2698, Et Seq.
21 ("First Amended Complaint"), which added Juanita Hernandez as a named plaintiff. On
22 December 2, 2016, pursuant to stipulation by the parties and the Court's order granting said
23 stipulation, Plaintiffs filed a Second Amended Class Action Complaint for Damages &
24 Enforcement under the Private Attorneys General Act, California Labor Code § 2698, Et Seq.
25 ("Second Amended Complaint").

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1 On January 17, 2017, Plaintiffs filed a Motion to Compel Further Deposition of
2 Defendant Motive Energy Telecommunications Group, Inc.'s Person Most Knowledgeable and
3 Production of Documents at Deposition and Request for Sanctions ("Motion to Compel
4 Deposition"), which was later taken off-calendar.

5 On January 30, 2017, Defendants filed a Demurrer to the Second Amended Complaint
6 ("Demurrer"). On February 27, 2017, Plaintiffs filed an opposition to Defendants' Demurrer,
7 and on March 3, 2017, Defendants filed a reply in support of the Demurrer. On March 10, 2017,
8 the Court entered an Order overruling Defendants' Demurrer.

9 On March 20, 2017, Defendants filed an Answer to Plaintiffs' Second Amended
10 Complaint, and on May 8, 2017, Defendants filed an Amended Answer to Plaintiffs' Second
11 Amended Complaint, adding additional affirmative defenses.

12 On June 22, 2017, Plaintiff's filed a Consolidated Motion to Compel Defendants to
13 Provide Further Responses to Plaintiffs' Special Interrogatories (Set One) Nos. 1 and 2 and
14 Request for Monetary Sanctions ("Motion to Compel SRG1") and a Consolidated Motion to
15 Compel Defendants to Provide Further Responses to Plaintiffs' Special Interrogatories (Set Two)
16 and Requests for Production of Documents (Set One) and Request for Monetary Sanctions
17 ("Motion to Compel SRG2 and RFPI"). Pursuant to stipulation by the parties, on July 24, 2017,
18 the Court entered an Order, withdrawing the Motion to Compel SRG1 and Motion to Compel
19 SRG2 and RFPI, among other things.

20 Plaintiffs' core allegation is that Defendants have violated the California Labor Code by
21 engaging in a uniform practice and procedure, with respect to Plaintiffs and the Class Members,
22 of, *inter alia*, failing to pay all wages due and owing, failing to provide compliant meal and rest
23 periods and associated premium pay, failing to timely pay wages during employment and upon
24 termination, failing to provide compliant wage statements, failing to maintain requisite payroll
25 records, and failing to reimburse necessary business expenses, and thereby engaged in unfair
26 business practices under the California Business and Professions Code and owe penalties
27 recoverable under PAGA.

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1 Defendants have denied, and continue to deny, any liability and wrongdoing of any kind
2 associated with any of the allegations in the lawsuits, and further deny that the lawsuit is
3 appropriate for class treatment or representative adjudication for any purpose other than for
4 settlement purposes.

5 The parties have actively litigated this action since it was commenced on January 5,
6 2017. On January 31, 2018, the parties participated in a formal, full-day mediation conducted by
7 Paul Grossman, Esq., a well-regarded mediator who is experienced in mediating complex labor
8 and employment matters. After conducting extensive investigations, discovery, and settlement
9 negotiations, and with the aid of the mediator's evaluation, the parties reached the Settlement
10 described herein to resolve the action in its entirety.

11 On July 27, 2018, Plaintiffs filed a Motion for Preliminary Approval of Class Action
12 Settlement ("Motion for Preliminary Approval"). On August 23, 2018, the Court issued a
13 tentative ruling, which was adopted as the Court's ruling on August 24, 2018, requesting
14 additional information in support of the motion. On September 21, 2018, the parties submitted
15 supplemental papers in support of the Motion for Preliminary Approval. On October 18, 2018,
16 the Court issued a tentative ruling, which was adopted as the Court's ruling on October 19,
17 2018, requesting further briefing in support of the motion. On November 15, 2018, Plaintiffs
18 filed further supplemental papers in support of the Motion for Preliminary Approval. On
19 November 16, 2018, the Court entered an Order Granting Preliminary Approval of Class
20 Action Settlement ("Preliminary Approval Order"), thereby preliminarily approving the terms
21 of the Settlement, Class Notice and Opt Out Form (together, "Notice Packet"), and proposed
22 administration procedures and associated deadlines.

23 Plaintiffs now move for final approval of the Settlement, Attorneys' Fees and Litigation
24 Costs and Expenses, Service Payments, Settlement Administration Costs, and PAGA Penalties.

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III. SUMMARY OF THE SETTLEMENT TERMS AND PLAN OF DISTRIBUTION

Under the terms of the Settlement Agreement, Defendants have agreed to pay a Maximum Settlement Amount of \$750,000 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 Maximum Settlement Amount: (1) attorneys' fees in the amount of \$262,500 to Class Counsel, which is thirty-five percent (35%) of the Maximum Settlement Amount; (2) reimbursement of litigation costs and expenses in the amount of \$33,759.87 to Class Counsel; (3) Service Payments in the amount of \$8,000 to Plaintiff William Campos and \$7,000 to Plaintiff Juanita Hernandez, for a combined amount of \$15,000; (4) Settlement Administration Costs in the amount of \$9,147 to Simpluris; and (5) the LWDA's portion of the PAGA Penalties (i.e., LWDA Payment) in the amount of \$22,500.³

The Net Settlement Amount, which is estimated to be \$407,093.13, will be fully distributed to Class Members who do not submit a timely and valid Opt Out Form (i.e., Settlement Class Members) without reversion to Defendants.⁴ Each Settlement Class Member will be entitled to receive a *pro rata* share of the Net Settlement Amount ("Individual Settlement Share"), based on the number of weeks that he or she was employed by Defendants in an hourly-paid or non-exempt position in California during the period from January 5, 2012 to March 16, 2018 ("Workweeks").⁵ Individual Settlement Shares will be calculated by dividing the Net Settlement Amount by the total of all Workweeks of all Settlement Class Members ("Total Workweeks") to derive the "Workweek Rate," and then multiplying the Workweek Rate by each individual Class Member's number of Workweeks.⁶

² Original Agreement, § III.G.44.

³ *Id.*, §§ III.G.45, III.G.49, III.G.50, III.G.51 & III.G.52.

⁴ This amount is higher than the amount stated in Paragraph 14 of the accompanying Declaration of Lindsay Kline Regarding Settlement Notice Administration ("Simpluris Declaration" or "Simpluris Decl.") because the Settlement Administrator's calculation assumes that Class Counsel will obtain reimbursement of litigation costs and expenses in the maximum amount of \$50,000, which is allocated under the Settlement. However, Class Counsel seeks reimbursement of litigation costs and expenses in the amount of only \$33,759.87, and the difference of \$16,240.13 will remain a part of the Net Settlement Amount.

⁵ Original Agreement, § III.G.46; Amendment No. 1 Joint Stipulation of Class Action and PAGA Settlement and Release ("Amendment No. 1"), ¶ A. Workweeks will be calculated by using the start and termination dates of each individual Class Member's employment with Defendants in an hourly-paid or non-exempt position in California, excluding any period during which the Class Member was on leave of absence, employed by Defendants outside of California, and/or classified by Defendants as an exempt employee. Amendment No. 1, ¶ A.

⁶ Original Agreement, § III.G.46(a).

Class Members have forty-five (45) calendar days from the date the Settlement Administrator first mailed the Notice Packet to the Class Members ("Response Deadline"), or in the case of a re-mailed Notice Packet, the later of the Response Deadline or fifteen (15) calendar days from the date on which the Notice Packet was re-mailed ("Extended Response Deadline"), to submit an Opt Out Form, objection to the Settlement, and/or dispute regarding the Workweeks credited to each of them to the Settlement Administrator.⁷ The Response Deadline is March 2, 2019.⁸ To date, the Settlement Administrator has not received any objections to the Settlement and has received only six (6) timely and valid Opt Out Forms.⁹

Each Settlement Class Member's Individual Settlement Share will be allocated as thirty-three percent (33%) wages, to be reported on IRS Form W-2, and sixty-seven percent (67%) interest and penalties, to be reported on IRS Form 1099.¹⁰ Individual Settlement Shares will be paid out to Settlement Class Members subject to reduction for the employee's share of taxes and withholdings with respect to the wage portion of each Individual Settlement Share, and the net payments are referred to as "Individual Settlement Payments."¹¹

Individual Settlement Payment checks issued to Settlement Class Members will remain negotiable for one hundred eighty (180) calendar days.¹² Any and all Individual Settlement Payment checks that have not been cashed or deposited within the 180-day period will be cancelled, and the funds associated with such cancelled checks will be transmitted to the California Department of Industrial Relations' Unclaimed Wage Fund in the names of the Settlement Class Members whose checks are cancelled.¹³

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 November 16, 2018 Preliminary Approval Order.

⁷ Amendment No. 1, ¶¶ B, C & D, Original Agreement, § III.D.37.

⁸ Simpluris Decl., ¶ 8; Exh. A.

⁹ *Id.*, ¶¶ 10 & 11.

¹⁰ Original Agreement, § III.G.46.

¹¹ *Id.*, § III.G.48.

¹² Amendment No. 2 to Joint Stipulation of Class Action and PAGA Settlement and Release ("Amendment No. 2"), ¶ A.

¹³ *Ibid.*

On December 13, 2018, Simpluris received the Court-approved text for the Notice Packet.¹⁴

On December 10, 2018, Simpluris received a data list from Defendants' counsel, containing the full names, last known addresses and telephone numbers, Social Security numbers, and dates of employment as non-exempt or hourly-paid employees of Defendants in California for individuals identified as Class Members ("Class Information").¹⁵ The Class Information contained information for four hundred ninety-two (492) individuals identified as Class Members.¹⁶ Simpluris processed the addresses in the Class Information for Class Members through the National Change of Address Database ("NCOA").¹⁷

On January 16, 2019, Simpluris mailed the Notice Packet by first-class U.S. mail in English and Spanish to four hundred ninety-two (492) individuals identified as Class Members.¹⁸

As of the date of this motion, twenty-two (22) Notice Packets were returned to Simpluris by the United States Post Office as undeliverable, of which none had forwarding addresses.¹⁹ Simpluris performed an advance address search (i.e., skip-trace) on the Notice Packets that were returned as undeliverable without forwarding addresses, located nineteen (19) updated addresses, and promptly re-mailed the Notice Packet to the addresses located.²⁰ Ultimately, three (3) Notice Packets remain undeliverable because Simpluris was unable to locate an updated address through skip-trace search.²¹

As of the date of this motion, the Settlement Administrator has not received any objections to the Settlement or Workweeks disputes.²² The Settlement Administrator has only received six (6) timely and valid Opt Out Forms from Class Members, to date.²³

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¹⁴ Simpluris Decl., ¶ 5.

¹⁵ *Id.*, ¶ 6.

¹⁶ *Ibid.*

¹⁷ *Id.*, ¶ 7.

¹⁸ Simpluris Decl., ¶¶ 3 & 8.

¹⁹ *Id.*, ¶ 9.

²⁰ *Ibid.*

²¹ *Ibid.*

²² Simpluris Decl., ¶¶ 11 & 12.

²³ *Id.*, ¶ 10.

To date, there are four hundred eighty-six (486) Class Members who did not submit timely and valid Opt Out Forms, and are therefore, deemed to be Settlement Class Members.²⁴ Pursuant to the terms of the Settlement, the Net Settlement Amount of approximately \$407,093.13 will be fully distributed.²⁵ It is currently estimated that the highest Individual Settlement Share to a Settlement Class Member is at least \$2,593.20, the lowest Individual Settlement Share to a Settlement Class Member is at least \$1.12, and the average Individual Settlement Share is at least \$804.22.²⁶ The estimated Individual Settlement Shares to Plaintiffs William Campos and Juanita Hernandez are \$276.91 and \$310.08, respectively.²⁷

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.

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²⁴ Simpluris Decl., ¶ 13.

²⁵ *Id.*, ¶ 14; see also, n.4, *supra*.

²⁶ *Id.*, ¶ 15. The actual average and highest 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 a reimbursement of litigation costs and expenses in an amount that is less than \$50,000 (the difference between the amount sought and the amount authorized under the Settlement, i.e., \$16,240.13, will be part of the Net Settlement Amount). See n.4, *supra*.

²⁷ *Id.*, ¶ 16.

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. *7-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 the action since it was commenced on January 5, 2016. Counsel for the parties used the pre-mediation time period to investigate the veracity, strength, and scope of the claims, and also to prepare for class certification and trial.²⁸ The parties conducted extensive formal and informal discovery and investigation into the facts of the case, and also informally exchanged information and data in preparation for mediation.²⁹ Class Counsel propounded multiple sets of written discovery requests in various forms, reviewed Defendants’ responses and supplemental responses thereto, and noticed the depositions of

²⁸ Declaration of Edwin Aiwasian (“Aiwasian Decl.”), ¶ 6.

²⁹ *Ibid.*

1 Defendants' Person Most Knowledgeable designees.³⁰ Class Counsel worked with Plaintiffs to
2 provide responses and supplemental responses to multiple sets of formal written discovery
3 requests that were propounded by Defendants.³¹ Class Counsel also took the depositions of
4 Defendants' Persons Most Knowledgeable designees over the course of five (5) days and
5 prepared for and defended the deposition of Plaintiff Campos and two (2) separate depositions of
6 Plaintiff Juanita Hernandez.³² The parties engaged in a *Belaire-West* notice administration, and
7 Defendants produced the contact information of Class Members who did not opt out during the
8 *Belaire-West* notice administration process.³³ Class Counsel also interviewed and obtained
9 information from Plaintiffs and other Class Members, including and not limited to the names of
10 potential witnesses, and reviewed and analyzed thousands of pages of documents and data
11 produced by Defendants and obtained through other sources.³⁴ The documents and data
12 reviewed and analyzed by Class Counsel included, and were not limited to, Plaintiffs and other
13 Class Members' employment records, a detailed sampling of Class Members' time and pay data
14 (including, and not limited to, timecards, payroll records, and wage statements), Defendants'
15 Employee Handbooks, forms, agreements (including, and not limited to, the Employee
16 Handbook Acknowledgement and Agreement), internal memoranda, job descriptions, and
17 Defendants' operations and employment practices, procedures, and policies (including, and not
18 limited to, Defendants' Recording Time and Meal Period Policy and Travel Time Policy), among
19 other information and documents.³⁵ Class Counsel also engaged in extensive motion practice
20 regarding discovery and the pleadings, researched applicable law, developed damages/valuation
21 models in preparation for mediation, and met and conferred with Defendants' counsel on
22 numerous occasions, e.g., to discuss issues relating to the pleadings, motion practice, discovery,
23 *Belaire-West* notice administration, and production of documents and data prior to mediation.³⁶

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26 ³⁰ Aiwazian Decl., ¶ 6.

27 ³¹ *Ibid.*

28 ³² *Ibid.*

³³ *Ibid.*

³⁴ Aiwazian Decl., ¶ 6.

³⁵ *Ibid.*

³⁶ *Ibid.*

After conducting extensive formal and informal discovery and investigation into the facts of the case, the parties participated in a formal, full-day mediation conducted by Paul Grossman, Esq., a well-regarded mediator experienced in mediating complex labor and employment matters.³⁷ Prior to and during the mediation and settlement discussions, the parties exchanged information and data, and discussed all aspects of the case, including and not limited to, the risks and delays of further litigation, the risks and expenses to the parties of proceeding with class certification and/or trial, the law relating to off-the-clock theory, meal and rest periods, representative PAGA claims, and wage-and-hour enforcement, the evidence produced and analyzed, and the possibility of appeals, among other things.³⁸ During all settlement discussions, the parties conducted their negotiations at arm's length in an adversarial position.³⁹ Arriving at a settlement that was acceptable to the parties was not easy.⁴⁰ Defendants and their counsel felt very strongly about Defendants' ability to prevail on the merits and to obtain a denial of class certification, while Plaintiffs and Class Counsel believed that class certification would be obtained and Plaintiffs would prevail at trial.⁴¹ After conducting formal and informal discovery and investigations, extensive settlement negotiations, and with the aid of the mediator's evaluation, the parties agreed that this case was well-suited for settlement given the legal issues relating to Plaintiffs' principal claims, as well as the costs and risks to the parties that would attend further litigation.⁴²

The Settlement takes into account the strengths and weaknesses of each side's position and the uncertainty of how the case might have concluded at certification, trial, and/or appeals. Class Counsel interviewed, and obtained information from Plaintiffs and other Class Members.⁴³ Class Counsel also reviewed and analyzed a volume of documents produced by Defendants and obtained through other sources, and performed significant research into the law concerning certification, off-the-clock theory, meal and rest periods, rounding, representative PAGA claims,

³⁷ Aiwazian Decl., ¶ 8.

³⁸ *Ibid*

³⁹ *Ibid*

⁴⁰ *Ibid*

⁴¹ Aiwazian Decl., ¶ 8.

⁴² *Ibid*.

⁴³ *Id.*, ¶ 6.

wage-and-hour enforcement, Plaintiffs' claims, and Defendants' defenses, as well as facts discovered.⁴⁴ The Settlement was based on this volume of facts, evidence, and investigation.⁴⁵ Additionally, Class Counsel has extensive experience in handling complex wage-and-hour matters, including significant experience in employment class action litigation.⁴⁶

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

The Maximum Settlement Amount of \$750,000 represents a fair, adequate, and reasonable resolution of this case, given the risks inherent in litigating class and representative claims through certification proceedings, trial, and/or appeals.⁴⁷ The Settlement was calculated using information and data uncovered through extensive case investigation, formal and informal discovery, and the exchange of information in the context of mediation.⁴⁸ Had the case not settled, Defendants would have vigorously challenged certifiability, manageability of representative adjudication, and liability. Defendants contended that individualized questions of fact predominate over any common issues, and these issues would pose challenges to certification and representative adjudication. Defendants would have likely argued again at trial, if any, that Plaintiffs' claims were not appropriate for class-wide and/or representative adjudication. On the other hand, Defendants also faced the risk of the Court certifying the case and allowing a jury to decide Plaintiffs' claims on a class-wide or representative basis. Additionally, preparation for trial would have been expensive for all parties.

It is preferable to reach an early resolution of a dispute because such resolutions save time and money that would otherwise go to litigation. If this case had settled after further litigation, the settlement amount would have taken into account the additional costs incurred, and there might have been less money available for the Class Members after all was said and done. This is not just an abstract contention. The risks and expenses of further litigation outweighed any benefit that might have been gained otherwise. These risks of further litigation include a

⁴⁴ Aiwasian Decl., ¶ 6.

⁴⁵ *Id.*, ¶¶ 6 & 8.

⁴⁶ *Id.*, ¶¶ 15-18.

⁴⁷ *Id.*, ¶¶ 8 & 21.

⁴⁸ Aiwasian Decl., ¶¶ 5-8.

determination that the claims were unsuitable for class treatment and/or representative adjudication, failure to obtain certification, class de-certification after certification of a class, allowing a jury to decide the claims asserted in the action, and the real possibility of no recovery after years of litigation. Additionally, the parties were moving into the phase of the litigation where they would have to conduct a significant amount of additional discovery, including and not limited to, depositions of Defendants' Person Most Knowledgeable designees, expert witnesses, and percipient witnesses, such as managers, supervisors, and other current and former employees throughout the State of California. Discovery disputes would have certainly arisen, which would have cost the parties additional time and money. In contrast, the Settlement provides real and significant benefits for the Settlement Class Members here and now, while avoiding the further expenses, risks, and delay of prolonged litigation with only the possibility of recovery.

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

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

The Maximum Settlement Amount of \$750,000 represents a fair, reasonable, and adequate resolution of the case. The Settlement was calculated using information and data uncovered through extensive case investigation, formal and informal discovery, and the exchange of information in the context of mediation. The Settlement takes into account the potential risks and rewards inherent in any case and, in particular, in this case. Moreover, considering all of the facts in this case, the Maximum Settlement Amount represents a considerable recovery for all Settlement Class Members.

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Even after deducting attorneys' fees in the amount of \$262,500, litigation costs and expenses in the amount of \$33,759.87, Service Payments in the combined amount of \$15,000, Settlement Administration Costs in the amount of \$9,147, and LWDA Payment in the amount of \$22,500 from the Maximum Settlement Amount of \$750,000, the Net Settlement Amount is currently estimated to be \$407,093.13.⁴⁹ Under the Settlement Agreement, the Maximum Settlement Amount will be fully distributed with no reversion to Defendants, in accordance with the terms of the Settlement. As discussed in Section III, *supra*, each Settlement Class Member will be paid a *pro rata* share of the Net Settlement Amount, based on the number of Workweeks credited to him or her. To date, there are four hundred eighty-six (486) Settlement Class Members, representing 98.78% of the Class Members.⁵⁰ It is currently estimated that the highest Individual Settlement Share to a Settlement Class Member is at least \$2,593.20 and the average Individual Settlement Share is at least \$804.22.⁵¹

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.⁵² 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 extensive investigation and discovery 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.

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⁴⁹ Simpluris Deel., ¶ 14.

⁵⁰ *Id.*, ¶ 13.

⁵¹ *Id.*, ¶ 15; see n.26, *supra*.

⁵² Aiwasian Deel., ¶ 21.

1 D. The Class Was Represented by Competent Counsel.

2 Class Counsel has extensive experience in employment class action law and complex
3 wage-and-hour litigation.⁵³ Lawyers for Justice, PC has been appointed class counsel in
4 numerous complex wage-and-hour cases, and has recovered millions of dollars for individuals in
5 California.⁵⁴ Both parties' counsel were capable of assessing the strengths and weaknesses of the
6 Class Members' claims against Defendants and the benefits of the Settlement under the
7 circumstances of the case and in the context of a private, consensual settlement agreement.

8 E. There Are No Objections to the Settlement.

9 The Settlement has been well received by the Class – *not a single Class Member has*
10 *objected to the Settlement.*⁵⁵ Specifically, no objections have been made as to the Maximum
11 Settlement Amount or request for Attorneys' Fees and Litigation Costs and Expenses, Service
12 Payments, Settlement Administration Costs, or the allocation for PAGA Penalties. California
13 courts have consistently found that a small number of objectors indicates the class' support for a
14 settlement and strongly favors final approval. *Wershba, supra*, 91 Cal.App.4th at 250-51 (final
15 approval granted despite 20 objectors); *7-Eleven Owners, supra*, 85 Cal.App.4th at 1152-53
16 (final approval granted despite 9 objectors).

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

21 **VI. THE ATTORNEYS' FEES AWARD REQUESTED BY CLASS COUNSEL IS**
22 **FAIR AND REASONABLE AND SHOULD BE APPROVED.**

23 A. Legal Standard for Attorneys' Fees in a Class Action Settlement.

24 Trial courts have "wide latitude" in assessing the value of attorneys' fees and their
25 decisions will "not be disturbed on appeal absent a manifest abuse of discretion." *Lealao v.*
26 *Beneficial Cal., Inc.* (2000) 82 Cal.App.4th 19, 41; *Ketchum v. Moses* (2001) 24 Cal.4th 1122,

27
28 ⁵³ Aiwazian Decl., ¶¶ 15-18.

⁵⁴ *Ibid.*

⁵⁵ Simpluris Decl., ¶ 11.

1 1132 (The “experienced trial judge is the best judge of the value of professional services
2 rendered in his court[.]”); *Cellphone Termination Fee Cases* (2009) 180 Cal.App.4th 1110, 1118.
3 Where the amount of a settlement is a “certain easily calculable sum of money,” California
4 courts may calculate attorneys’ fees as a reasonable percentage of the settlement. Weil and
5 Brown, *California Practice Guide, Civil Procedure Before Trial*, Chapter 14, § 14:145; *Dunk*,
6 *supra*, 48 Cal.App.4th at 1808. The percentage-of-the-benefit approach is preferred in class and
7 representative actions because “it better approximates the workings of the marketplace than the
8 lodestar approach.” *Lealao, supra*, 82 Cal.App.4th at 49.

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

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

Historically, courts have awarded fees as high as fifty percent (50%) of the settlement, depending on the circumstances of the case. Conte & Newberg, *Newberg on Class Actions* (4th Ed., 2002) § 14.03; see also *In re Ampicillin Antitrust Litig.* (D.D.C. 1981) 526 F.Supp. 494 (awarding attorneys' fees in the amount of 45% of the settlement amount of \$7.3 million); *Beech Cinema, Inc. v. Twentieth-Century Fox Film Corp.* (S.D.N.Y. 1979) 480 F.Supp. 1195 (awarding approximately 53% of the settlement amount as attorneys' fees). California courts routinely approve class action attorneys' fees awards "averag[ing] around one-third of the recovery." *Chavez v. 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, 34.⁵⁶ 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.

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⁵⁶ 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 The propriety of calculating and awarding attorneys' fees as a percentage of a monetary
2 settlement that has, by litigation, been preserved or recovered for the benefit of others, has been
3 confirmed by the California Supreme Court. *Laffitte, supra*, 1 Cal.5th 480 at 486 & 506. The
4 California Supreme Court has taken the position that "[t]rial courts have discretion to conduct a
5 lodestar cross-check on a percentage fee," "they also retain the discretion to forgo a lodestar
6 cross-check and use other means to evaluate the reasonableness of a requested percentage fee[.]"
7 and "[t]he percentage [...] method survives in California." *Id.* (internal quotes omitted).

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

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

24 Under the terms of the Settlement Agreement, Defendants will pay a Maximum
25 Settlement Amount of \$750,000 on a non-reversionary basis. The requested attorneys' fees
26 award is thirty-five percent (35%) of the total value of the monetary settlement. In light of Class
27 Counsel's successful prosecution and resolution of this case, the requested attorneys' fees are
28 appropriate and reasonable.

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

The percentage method is consistent with, and is intended to mirror, the practice in the private marketplace where contingent-fee attorneys typically negotiate percentage-fee arrangements with their clients. The named plaintiffs' agreement to pay a contingent fee is powerful evidence of a reasonable fee. One of the best ways to demonstrate the value of counsel's work to the class is to review the consideration agreed to be paid by the named plaintiffs. If the named plaintiffs have employed counsel on a contingency-fee basis, it would indeed be inequitable for the members of the class, who will enjoy the benefits of the settlement without incurring the risks of bringing the claim, to pay less than the named plaintiffs. In this case, Plaintiffs have each agreed to a contingency fee of at least thirty-five percent (35%) of the recovery.⁵⁷

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").

⁵⁷ Aiwazian Decl., ¶ 9.

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

6 Class Counsel has obtained a substantial recovery on behalf of Plaintiffs and the Class,
7 and the results achieved justify the award of a fee that is the equivalent of the standard market
8 fee and that is consistent with the contingency-fee agreement entered into by and between
9 Plaintiffs and Class Counsel. Thus, the requested attorneys' fees are appropriate.

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

12 In *Camden I Condominium Association, Inc. v. Dunkel*, the court identified twelve factors
13 to be considered in determining whether fee awards are reasonable: (1) the time and labor
14 required; (2) the novelty and difficulty of the questions involved; (3) the skill required to perform
15 the legal services properly; (4) the preclusion of other employment by the attorney due to the
16 acceptance of the case; (5) the customary fee; (6) whether the fee is fixed or contingent; (7) time
17 limitation imposed by the client or the circumstances; (8) the amount involved and results
18 obtained; (9) the experience, reputation and ability of the attorney; (10) the undesirability of the
19 case; (11) the nature and length of the professional relationship with the client; and (12) awards
20 in similar cases. *Camden I Condominium Association, Inc. v. Dunkel* (11th Cir. 1991) 946 F.2d
21 768, 772.

22 Each and every one of these factors favors the attorneys' fees award sought here;
23 however, some of the most relevant factors to this Court's fee determination will be addressed
24 herein. The award of attorneys' fees in the amount of \$262,500, which is thirty-five percent
25 (35%) of the Maximum Settlement Amount, is commensurate with the time, effort, and expense
26 dedicated to the case, the contingent nature of Class Counsel's fee and the risks taken in
27 commencing this action, the skill and determination required, the results that Class Counsel has
28 achieved, and the value of the settlement that Class Counsel has obtained for the Class Members.

1 *1. Time & Labor.*

2 Class Counsel used its class action experience and skills to litigate and bring this matter
3 to a successful conclusion. Prior to commencing this lawsuit, Class Counsel conducted a
4 significant amount of investigation into the factual and legal issues, Defendants' business, and
5 their operations and employment policies, practices, and procedures.⁵⁸ During the litigation of
6 the action, Class Counsel engaged in extensive motion practice regarding discovery and the
7 pleadings, interviewed and obtained information from Plaintiffs and other Class Members,
8 conducted extensive formal and informal discovery and legal research, propounded multiple sets
9 of formal discovery requests, reviewed Defendants' responses and supplemental responses
10 thereto, noticed the depositions of Defendants' Person Most Knowledgeable designees, worked
11 with Plaintiffs to provide responses and supplemental responses to multiple sets of discovery
12 requests that were propounded by Defendants, prepared for and took the depositions of
13 Defendants' Person Most Knowledgeable witnesses over the course of five (5) days, prepared for
14 and defended the deposition of Plaintiff William Campos and two depositions of Plaintiff Juanita
15 Hernandez, engaged in *Belaire-West* notice administration, reviewed and analyzed thousands of
16 pages of documents and data, and prepared damages/valuation calculations.⁵⁹ Class Counsel also
17 met and conferred with Defendants' counsel over the issues relating to the pleadings, motion
18 practice, discovery, *Belaire-West* notice administration, and the production of documents and
19 data, among other things; engaged in extensive settlement negotiations with Defendants'
20 counsel; and prepared for and attended court proceedings, mediation, and settlement
21 negotiations.⁶⁰

22 Class Counsel dedicated staffing and monetary resources necessary to prosecute the case
23 diligently and with maximum efficiency, and has fully and actively participated in this litigation
24 process. The Attorney Task and Time Chart, which is attached as "EXHIBIT A" to the
25 accompanying Declaration of Edwin Aiwazian, sets forth in detail the hours that Class Counsel
26 has spent performing tasks on behalf of Plaintiffs and the Class. Class Counsel has spent **713.30**

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28 ⁵⁸Aiwazian Decl., ¶ 5 & Exh. A

⁵⁹*Id.*, ¶ 6.

⁶⁰*Ibid.*

1 hours to obtain a significant recovery on behalf of Plaintiffs and the Class Members. These
2 hours were required to bring this case to its successful conclusion. In light of the value of time
3 expended and the carrying of costs involved in this litigation, the requested attorneys' fees are
4 fair, adequate, and reasonable.

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

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

11 Class Counsel undertook significant investigation, analysis, and research prior to filing
12 the lawsuit, during the litigation, and prior to mediation. Class Counsel took steps to prepare the
13 case for class certification and representative adjudication and had every intention of taking the
14 case to trial on a class-wide basis if Defendants did not offer an appropriate class-wide
15 settlement. Despite all of the obstacles that had to be overcome, as demonstrated in the
16 Declaration of Edwin Aiwarzian, Class Counsel used its extensive experience in the handling of
17 class actions and complex wage-and-hour litigation matters in order to obtain the Settlement with
18 maximum efficiency.⁶¹

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

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

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⁶¹ Aiwarzian Decl., ¶¶15-18.

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

As a result of this litigation and extensive settlement negotiations, Defendants agreed to pay a Maximum Settlement Amount of \$750,000 to settle this matter. The Maximum Settlement Amount will be fully distributed in accordance with the terms of the Settlement. After deducting attorneys' fees (\$262,500), litigation costs and expenses (\$33,759.87), Service Payments (combined, \$15,000), Settlement Administration Costs (\$9,147), and LWDA Payment (\$22,500) from the Maximum Settlement Amount, it is currently estimated that the Net Settlement Amount to be distributed to Settlement Class Members is approximately \$407,093.13.⁶² It is currently estimated that the highest Individual Settlement Share to a Settlement Class Member is at least \$2,593.20 and the average Individual Settlement Share is at least \$804.22.⁶³ The Settlement offers significant monetary relief to the Settlement Class Members.

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

Plaintiffs entered into a contingency-fee agreement with Class Counsel, and the representation of the Class provided by Class Counsel has been wholly contingent. Class Counsel took on this case without knowing whether any recovery would be obtained. Class Counsel has invested 713.30 hours of time to obtain relief on behalf of Plaintiffs and the Class.⁶⁴ Class Counsel has also incurred litigation costs and expenses in the amount of \$33,759.87.⁶⁵

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⁶² *Simpluris Deel.*, ¶ 14; see n.4, *supra*.

⁶³ *Id.*, ¶ 15; see n.26, *supra*.

⁶⁴ *Aiwazian Deel.*, ¶ 11, Exh. A.

⁶⁵ See Part VII, *infra*.

1 In this case, Class Counsel has borne all of the risks and costs of litigation and will not
2 receive any compensation until recovery is obtained.⁶⁶ Class Counsel is well-experienced in
3 wage-and-hour class action litigation and used that experience to obtain a great result.⁶⁷ The skill
4 and determination that Class Counsel has shown, along with the results obtained, justify the
5 requested Attorneys' Fees and Litigation Costs and Expenses. Considering the amounts
6 requested, the work performed, and the risks incurred, the requested fees and costs are
7 reasonable and should be awarded.

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

10 A contingent fee must be higher than a fee for the same legal
11 services paid as they are performed. The contingent fee
12 compensates the lawyer not only for the legal services he renders
13 but for the loan of those services. A lawyer who both bears the risk
14 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.

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

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

21 The results achieved, in light of the difficulties inherent in similar cases and the specific
22 difficulties faced in this case, are considerable. The Settlement yielded a positive response from
23 the Class Members—no Class Member have objected to the Settlement and only six (6) Class
24 Members have opted out of the Settlement to date.⁶⁸

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28 ⁶⁶ Aiwazian Decl., ¶ 19.

⁶⁷ See *id.*, ¶¶ 15-18.

⁶⁸ Simpluris Decl., ¶¶ 10 & 11.

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 Plaintiffs and the Class are reasonable in light of the risks inherent in further litigating this case. Class Counsel’s efforts have resulted in a settlement that provides for a Maximum Settlement Amount of \$750,000. The Maximum Settlement Amount will be fully paid out, in accordance with the terms of the Settlement Agreement. It is currently estimated that the highest Individual Settlement Share to a Settlement Class Member is at least \$2,593.20 and the average Individual Settlement Share is at least \$804.22.⁶⁹

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 case 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.⁷⁰

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*,

⁶⁹ Simpuris Decl., ¶ 15; see n.26, *supra*.

⁷⁰ Aiwazian Decl., ¶¶ 15-18.

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

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

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1 Class Counsel had to bring together thousands of pages of data and documents that were
2 produced by Defendants and obtained from Plaintiffs and Class Members and through other
3 sources. Class Counsel conducted extensive review and analysis of these documents and data to
4 strategize the case and to prepare for and attend mediation and engage in settlement discussions.

5 As discussed above in Part VI.C.1, *infra*, attached to the Declaration of Edwin Aiwarzian
6 is the Attorney Task and Time Chart that sets forth in detail the numerous tasks that Class
7 Counsel performed on behalf of Plaintiffs and the Class, and the time required for completing
8 those tasks.⁷¹ The chart demonstrates that Class Counsel has spent a total of 713.30 hours
9 litigating this case and finalizing the Settlement. In light of the facts and circumstances of this
10 case, as well as the results that Class Counsel has achieved on behalf of Plaintiffs and the Class
11 Members, Class Counsel has spent a reasonable number of hours on this matter.

12 **2 The Fees Requested Represent a Reasonable Hourly Rate of**
13 **Compensation in Light of Class Counsel's Efforts and Experience.**

14 Both California and federal courts recognize that attorneys should be compensated for
15 providing representation on a contingency basis and for taking on the risks associated with said
16 representation, as well as being provided with financial incentives to enforce important rights
17 and protections like those at issue in this action. See *Ketchum, supra*, 24 Cal.4th at 1132-33. In
18 awarding attorneys' fees, the aim is to mirror "the established practice in the private legal market
19 of rewarding attorneys for taking the risk of nonpayment by paying them a premium over their
20 normal hourly rates for winning contingency cases." See *id.*

21 Class Counsel has been actively involved in this case, prior to the commencement of the
22 action and all the way up to the present, and Class Counsel's dedication to providing
23 representation in this matter has precluded other employment. Here, Class Counsel bore the risk
24 that, despite all of its efforts and skills employed, there may be no recovery. Ultimately, Class
25 Counsel was successful in reaching a settlement of \$750,000.

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⁷¹ See Aiwarzian Decl., Exh. A.

As set forth in the Declaration of Edwin Aiwazian, 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.⁷² The courts of this state, including and not limited to Orange County Superior Court, have found a rate of at least \$500 be a reasonable hourly rate of compensation for legal services performed by Lawyers for Justice, PC.⁷³ While the circumstances of every case is unique, the fact remains that the work performed and efforts undertaken by Class Counsel in this matter justify the requested award of attorneys' fees.

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⁷² Aiwazian Decl., ¶ 12.

⁷³ For example, 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 *Patrick Sincay, 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 *Ruben Sanchez, et al. v. CalPortland Company, et al.* (Los Angeles County Superior Court Case No. BC590426) was granted on August 8, 2018, and the award of attorneys' fees involved a higher hourly rate of \$730.16; 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 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 Superior 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; 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; and final approval of the class and representative action settlement in *Kevin Coonce 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. Aiwazian Decl., ¶ 12.

1 Applying the rate of \$500 per hour to 713.30 hours would place a reasonable value of
2 \$356,650, based on lodestar, for the work performed by Class Counsel. However, Class Counsel
3 only seeks attorneys' fees in the amount of \$262,500, which is thirty-five percent (35%) of the
4 total recovery, as provided for by the Settlement Agreement.

5 It also bears noting that a court may apply a multiplier in consideration for risk,
6 efficiency, and/or obtaining a substantial result, to enhance the lodestar for purpose of cross-
7 check. See *Ketchum*, 24 Cal.4th at 1133-34 (holding that a risk multiplier may be applied to
8 compensate contingency fee attorneys at a fair market rate). Such an enhancement "mirrors the
9 established practice in the private legal market of rewarding attorneys for taking the risk of
10 nonpayment by paying them a premium over their normal hourly rates for winning contingency
11 cases." *Vizcaino*, 290 F.3d at 1051; accord *Ketchum*, *supra*, 24 Cal.4th 1122, 1132-34. A risk
12 multiplier also serves to bring the financial incentives for enforcing important rights "into line
13 with incentives [attorneys] have to undertake claims for which they are paid on a fee-for-services
14 basis." *Ketchum*, 24 Cal.4th at 1132. Courts have also approved fee awards with multipliers of 2
15 and even higher. See, e.g., *City of Oakland v. Oakland Raiders* (1988) 203 Cal.App.3d 78
16 (affirming a 2.34 multiplier without remand); *Wershba*, *supra*, 91 Cal.App.4th at 255
17 ("Multipliers can range from 2 to 4 or even higher."); *Sutter Health Uninsured Pricing Cases*
18 (2009) 171 Cal.App.4th 495, 512 (applying a 2.52 multiplier on a lodestar cross-check); *Chavez*,
19 *supra*, 162 Cal.App.4th at 66 (applying a 2.5 multiplier in a consumer class action).

20 The lodestar method as a cross-check to the percentage figure sought strongly supports
21 the reasonableness of the requested attorneys' fees. Accordingly, Plaintiffs respectfully request
22 that the Court grant final approval of, and award, attorneys' fees in the amount of \$262,500 to
23 Class Counsel.

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

The Settlement provides for reimbursement of litigation costs and expenses of up to \$50,000. As set forth in the Declaration of Edwin Aiwazian, Class Counsel has incurred a total of \$33,759.87 in litigation costs and expenses.⁷⁴ This amount was reasonable and necessary in the prosecution of this matter, and is less than the maximum amount allocated under the Settlement Agreement.⁷⁵ The cost savings of \$16,240.13 will be part of the Net Settlement Amount, which will be distributed to the Settlement Class Members.⁷⁶ Accordingly, Class Counsel requests that the Court award reimbursement of the costs and expenses in the amount of \$33,759.87 to Class Counsel.

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

As set forth in the accompanying Declaration of Lindsay Kline, the total costs incurred and to be incurred by Simpluris for the notice and settlement administration process are \$9,147.⁷⁷ The costs incurred and to be incurred include, but are not limited to, expenses for formatting, translating, printing, and mailing the Notice Packet to the Class Members in both English and Spanish; performing skip-trace address searches to obtain updated mailing addresses on undeliverable Notice Packets and re-mailing Notice Packets to any updated addresses located; receiving, reviewing, and processing Opt Out Forms and objections to the Settlement; working with Defendants' counsel to resolve any Workweeks disputes; handling inquiries from Class Members regarding the Settlement; calculating Individual Settlement Shares and Individual Settlement Payments and preparing the associated tax forms; and transmitting payments, among other things.⁷⁸

Accordingly, the Court should grant final approval of payment to Simpluris, a necessary third-party for handling of the notice and settlement process, in the amount of \$9,147.

⁷⁴ Aiwazian Decl., ¶19.

⁷⁵ *Ibid.*

⁷⁶ *Ibid.*

⁷⁷ Simpluris Decl., ¶17.

⁷⁸ *Id.*, ¶ 3.

IX. THE REQUESTED SERVICE PAYMENTS ARE FAIR AND REASONABLE,
AND SHOULD BE APPROVED.

The Settlement provides for Service Payments in the amount of \$8,000 to Plaintiff Williams Campos and \$7,000 to Plaintiff Juanita Hernandez, to be paid in addition to their Individual Settlement Payments, to compensate Plaintiffs for the time and effort that they expended on behalf of the Class. The requested Service Payments are both common and reasonable and should be awarded.

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

The requested Service Payments in the amount of \$8,000 to Plaintiff William Campos and \$7,000 to Plaintiff Juanita Hernandez are fair and appropriate because Plaintiffs spent a substantial amount of time and effort producing relevant documents and past employment records, as well as providing the facts and evidence necessary to attempt to prove the allegations, including and not limited to, by way of preparing and appearing for depositions and working with Class Counsel to provide responses and supplemental responses to multiple sets of discovery requests that were propounded on each of them by Defendants.⁷⁹ Plaintiffs were available whenever Class Counsel needed them and actively tried to obtain, and gave, information that would benefit the Class.⁸⁰ Plaintiffs spent numerous hours speaking with Class Counsel about their claims, describing their work experiences with Defendants, and gathering and reviewing documents.⁸¹ These services merit the requested Service Payments to Plaintiffs, who have not received any compensation for their efforts on behalf of the Class Members to

⁷⁹ Aiwasian Decl., ¶ 20; Declaration of William Campos ("Campos Decl."), ¶¶ 3-5; Declaration of Juanita Hernandez ("Hernandez Decl."), ¶¶ 3-6.

⁸⁰ Aiwasian Decl., ¶ 20; Campos Decl., ¶¶ 3-5; Hernandez Decl., ¶¶ 3-7.

⁸¹ Aiwasian Decl., ¶ 20; Campos Decl., ¶¶ 2-6; Hernandez Decl., ¶¶ 2-7.

1 date.⁸²

2 The requested Service Payments were fully disclosed in the Notice Packet that was
3 mailed to the Class Members. No objections were made with regards to the requested Service
4 Payments. Accordingly, it is appropriate and just for Plaintiffs to each receive reasonable
5 Service Payments in the amount of \$8,000 to Plaintiff William Campos and \$7,000 to
6 Plaintiff Juanita Hernandez, in addition to their Individual Settlement Payments, for their
7 services on behalf of the Class.

8 **X. CONCLUSION**

9 For the foregoing reasons, Plaintiffs respectfully request that the Court grant final
10 approval of the Settlement, Attorneys' Fees and Litigation Costs and Expenses, Service
11 Payments, Settlement Administration Costs, and allocation for the PAGA Penalties, in their
12 entirety, as sought herein.

13 Dated: February 21, 2019

LAWYERS for JUSTICE, PC

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15 By:


Edwin Aiwazian
Attorneys for Plaintiffs and the Class

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⁸² Campos Decl., ¶ 9; Hernandez Decl., ¶ 10.