

1 JAMIE SERB (SBN 289601)
2 jamie@crosnerlegal.com
3 NIKKI TRENNER (SBN 316007)
4 nikki@crosnerlegal.com
5 ZACHARY M. CROSNER (SBN 272295)
6 zach@crosnerlegal.com
7 **CROSNER LEGAL, PC**
8 9440 Santa Monica Blvd. Suite 301
9 Beverly Hills, CA 90210
10 Tel: (866) 276-7637
11 Fax: (310) 510-6429

12 Attorneys for Plaintiff
13 MOHAMMAD MAHMOOD DAWOOD

14 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
15 **COUNTY OF SAN JOAQUIN**

16 MOHAMMAD MAHMOOD DAWOOD,
17 as an individual and on behalf of all others
18 similarly situated,

19 Plaintiff,

20 v.

21 TIGER LINES, LLC, a California limited
22 liability company; and DOES 1-100,
23 inclusive,

24 Defendants.

Case No.: STK-CV-UOE-2022-0012329

Assigned for All Purposes to:
Hon. Robert T. Waters
Dept. 11-B

**MEMORANDUM OF POINTS &
AUTHORITIES IN SUPPORT OF MOTION
FOR FINAL APPROVAL OF CLASS
ACTION SETTLEMENT AND REQUEST
FOR ATTORNEY'S FEES AND COSTS**

[Filed Concurrently with Notice of Motion and
Motion; Declarations of Nikki Trenner and Nick
Castro; [Proposed] Order]

Date: September 18, 2024
Time: 9:00 a.m.
Dept.: 11-B

TABLE OF CONTENTS

I.	INTRODUCTION.....	1
II.	FACTUAL BACKGROUND AND PROCEDURAL POSTURE	2
III.	THE PROPOSED SETTLEMENT TERMS.....	4
A.	Certification of the Settlement Class.....	4
B.	The Benefit Conferred on the Settlement Class	4
C.	Settlement Administration.....	5
D.	Release of Claims	6
E.	PAGA Claims and Notice to the LWDA	6
IV.	ARGUMENT	6
A.	The Proposed Settlement Merits Final Approval	7
1.	The Settlement Is the Product of Arm's-Length, Informed Negotiations	7
2.	The Class Reacted Favorably to the Settlement.....	8
3.	The Settlement Is Fair and Reasonable Considering the Benefits Conferred, the Case Value, and Significant Litigation Risks	8
V.	PLAINTIFF'S ENHANCEMENT AWARD.....	13
A.	The Attorney's Fees Requested Are Fair and Reasonable and Should Be Approved	14
B.	The Requested Fee Award Is Reasonable and Appropriate	15
C.	Class Counsel's Fees are Justified When Calculated as a Percentage of the Common Fund	16
D.	A Lodestar Cross-Check Also Supports Class Counsel's Fee Request	17

1	E. The Award is Supported By 1) the Results Achieved; 2) the Risk, 3) the Skill Required, 4)	
2	the Contingent Nature of the Fee and 5) Awards in Similar Cases.	18
3	1. The Results Achieved.....	19
4	2. Class Counsel Bore Considerable Risk.	19
5	3. The Skill Required and the Quality of Work.....	20
6	4. The Contingent Nature of the Fee and Risk Assumed	20
7	5. Awards in Other Cases	21
8		
9	F. Class Counsel’s Costs and Expenses are Reasonable	22
10		
11	VIII. CONCLUSION	22
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		
26		
27		
28		

TABLE OF AUTHORITIES

Page(s)

Cases

<u>7-Eleven Owners for Fair Franchising v. Southland Corp.</u> (2000) 85 Cal.App.4th 1135.....	12
<u>Amaral v. Cintas Corp. No. 2</u> (2008) 163 Cal.App.4th 1157.....	10
<u>In re: American Bank Note Holographics,</u> 127 F.Supp.2d 418 (S.D.N.Y. 2001).....	8
<u>Blum v. Stenson</u> (1984) 465 U.S. 886	15
<u>Boeing Co. v. Van Gernert</u> (1980) 444 U.S. 472	16
<u>Carrington v. Starbucks Corp.</u> (2018) 30 Cal.App.5th 504.....	11
<u>Cazares v. Saenz</u> (1989) 208 Cal.App.3d 279.....	21
<u>Class Plaintiffs v. City of Seattle</u> (9th Cir. 1992) 955 F.2d 1268, <u>cert. denied</u> , 506 U.S. 953	6
<u>Cochran v. Schwan's Home Serv.</u> (2014) 228 Cal.App.4th 1137.....	10
<u>Deposit Guaranty Nat'l Bank, Jackson, Miss. v. Roper</u> (1980) 445 U.S. 326, <u>rehg. den.</u> 446 U.S. 947	14
<u>Dunk v. Ford Motor Co.</u> (1996) 48 Cal.App.4th 1794.....	6, 7
<u>Evans v. Jeff D.</u> (1986) 475 U.S. 717	15
<u>Garcia v. Superior Court</u> (2022) 80 Cal.App.5th 63.....	2
<u>Harris v. Marhoefer</u> (9th Cir. 1994) 24 F.3d 16.....	22
<u>Hensley v. Eckerhart</u> (1983) 461 U.S. 424	15

1	<u>Hernandez v. Restoration Hardware, Inc.</u>	
2	(2018) 4 Cal.5th 260.....	16
3	<u>Int'l Bhd. of Teamsters, Local 2785 v. Fed. Motor Carrier Safety Admin.</u>	
4	(9th Cir. 2021) 986 F.3d 841 (California meal and rest break requirements	
5	preempted by federal law for certain truck drivers).....	2
6	<u>Jennings v. Open Door Mktg. Inc.</u>	
7	(N.D. Cal. Oct. 3, 2018) 2018 U.S. Dist. LEXIS 171356.....	11
8	<u>Ketchum v. Moses</u>	
9	(2001) 24 Cal.4th 1122.....	21
10	<u>Laffitte v. Robert Half Int'l., Inc.</u>	
11	(2016) 1 Cal.5th 480.....	16, 17, 19
12	<u>Lane v. Facebook, Inc.</u>	
13	(9th Cir. 2012) 696 F.3d 811	12
14	<u>Lealao v. Beneficial Cal., Inc.</u>	
15	(2000) 82 Cal.App.4th 19.....	14, 15
16	<u>Levy v. Toyota Motor Sales, U.S.A.</u>	
17	(1992) 4 Cal.App.4th 807.....	14
18	<u>Mandujano v. Basic Vegetable Prods., Inc.,</u>	
19	541 F.2d 832 (9th Cir. 1976).....	8
20	<u>McKittrick v. Gardner</u>	
21	(4th Cir. 1967) 378 F.2d 872.....	21
22	<u>In re Omnivision Techs., Inc.,</u>	
23	559 (N.D. Cal. 2008).....	19
24	<u>Paul, Johnson, Alston & Hunt v. Grauly</u>	
25	(9th Cir. 1989 886 F.2d 268, 272).....	19
26	<u>Potter v. Pacific Coast Lumber Co.</u>	
27	(1951) 37 Cal.2d 592.....	6
28	<u>Powers v. Eichen</u>	
	(9th Cir. 2000) 229 F.3d 1249.....	20
	<u>Rider v. County of San Diego</u>	
	(1992) 11 Cal.App.4th 1410.....	22
	<u>Serrano v. Priest</u>	
	(1977) 20 Cal.3d 25.....	16, 22
	<u>Slavkov v. First Water Heater Partners I</u>	
	(N.D. Cal. July 25, 2017) 2017 U.S. Dist. LEXIS 116303	11

1	<u>Staton v. Boeing</u>	
2	(9th Cir. 2003) 327 F.3d 938	13
3	<u>In re Taco Bell Wage and Hour Actions</u>	
4	(E.D. Cal. Apr. 8, 2016) 2016 U.S. Dist. LEXIS 48557	11
5	<u>Van Bronkhorst v. Safeco Corp.</u>	
6	(9th Cir. 1976) 529 F.2d 943,950	6
7	<u>Van Kempen v. Matheson Tri-Gas, Inc.</u>	
8	(N.D. Cal. Aug. 25, 2017) 2017 U.S. Dist. LEXIS 137182	11
9	<u>Vincent v. Hughes Air West, Inc.</u>	
10	(9th Cir. 1977) 557 F.2d 759	16
11	<u>In re Warner Communications Sec. Litig.</u>	
12	(S.D.N.Y. 1985) 618 F.Supp. 735	17, 21
13	<u>Wershba v. Apple Computer</u>	
14	(2001) 91 Cal.App.4th 224.....	6, 7, 12, 16
15	<u>White v. Experian Information Solutions, Inc.</u>	
16	(C.D. Cal. 2011) 803 F.Supp.2d 1086.....	12, 13

1	Statutes	
2	Cal. Rule of Court 3.769	6, 14
3	Labor Code sections	11
4	Labor Code § 203	10
5	Labor Code § 226	10
6	Labor Code § 226 and §§ 201-203	10
7	Labor Code § 2699(e)(2)	11
8	Labor Code section 2699(l)(2)	6
9		
10	Other Authorities	
11	<u>Attorney Fee Awards</u> (2d ed. 1993) § 104	16
12	Unfair Competition Law, Bus. & Prof. Code sections 17200, et seq.	3
13	<u>Managing Class Action Litigation: A Pocket Guide for Judges</u> (3d ed. 2010), available at http:// www.fjc.gov/sites/default/files/2012/ClassGd3.pdf	13
14		
15	<u>Newberg on Class Actions</u> (4th ed. 2002), § 11.41	6
16	Newberg, <u>Newberg on Class Actions</u> (3d ed.) § 14.03	17, 21
17		
18		
19		
20		
21		
22		
23		
24		
25		
26		
27		
28		

1 **I. INTRODUCTION**

2 Plaintiff and Class Representative Mohammad Mahmood Dawood seeks final approval of
3 a non-reversionary class action settlement resolving wage and hour claims on behalf of 851
4 individuals who worked for Defendant Tiger Lines, LLC (“Defendant” or “Tiger Lines”) in
5 California as non-exempt employees at any time during the Class Period of December 30, 2018 to
6 July 20, 2023. The proposed \$300,000 total settlement provides about \$148,748 in cash payments
7 to the Class, with an average award of about \$175, plus additional amounts payable under PAGA.
8 The remaining balance will cover a modest service award to Plaintiff, settlement administration
9 costs, civil penalties to the state, and reasonable attorney’s fees and costs. The parties and their
10 counsel finalized the settlement after extensive and difficult arms-length negotiations overseen by
11 an experienced and highly-regarded mediator. The Court conditionally certified the Class and
12 preliminarily approved the settlement on March 28, 2024. Since then, the Court-approved notice
13 form was mailed to the Class Members on May 31, 2024, and they reacted very favorably to the
14 settlement. As of the filing of this motion, there are no objections, and no class member has
15 requested exclusion.

16 Class Counsel secured an excellent settlement with Defendant after some two
17 years of investigation, litigation, and settlement negotiation and administration, all
18 without any compensation for services rendered or costs expended. The class notice duly
19 informed the class members that Class Counsel would request attorney’s fees not to
20 exceed 33.33% of the Gross Settlement Amount, along with reimbursement of no more
21 than \$25,000 for actual costs incurred litigating this matter. As of the filing of this
22 motion, *not one Class Member objected* to the proposed fee award. Consistent with the
23 Settlement and notice, Plaintiff now respectfully requests the Court award Class
24 Counsel's fees in the amount of \$100,000 and costs in the amount of \$14,257.03, as
25 described in the Declaration of Brandon Trenner (“Trenner Decl.”) filed herewith. The
26 requested attorney’s fees are well within the range of reasonableness, especially
27 considering the complex and risky nature of this litigation, the contingent risk assumed,
28

1 the two-plus year delay in payment and, when subjected to a lodestar crosscheck, results
2 in a base lodestar that is slightly higher than the actual fee request.

3 Accordingly, on behalf of himself and the Settlement Class, Plaintiff respectfully
4 requests the Court grant this motion, give full and final approval to the settlement, grant Class
5 Counsel's request for attorney's fees and costs, and enter judgment accordingly.

6 **II. FACTUAL BACKGROUND AND PROCEDURAL POSTURE**

7 The details of the procedural and factual background of this matter were outlined in the
8 Plaintiff's Motion for Preliminary Approval of Class Action Settlement (filed on or about
9 February 20, 2024). To re-familiarize the Court with this litigation, Tiger Lines provides
10 transportation services such as moving freight of all types, providing dedicated fleet services and
11 logistics, hauling raw produce from grower to processor, transporting recyclables, waste, and forest
12 byproducts. Tiger Lines operates throughout California and several other western states. Plaintiff
13 was employed by Tiger Lines as a seasonal truck driver from July 2020 to November 2022.
14 [Declaration of Nikki Trenner ("Trenner Decl."), ¶ 2.]

15 Plaintiff alleges Tiger Lines violated California wage and hour law in several respects. First,
16 he alleges a failure to pay all minimum wages due by failing to pay Plaintiff and the Class Members
17 separately for on duty meal breaks where, due to certain company policies, Plaintiff and the class
18 members were not relieved of al duty. Plaintiff alleges Tiger Lines also failed reimburse business
19 expenses incurred by Class Members for the use of their personal cellular phones. Lastly, he alleges
20 Defendant failed to provide accurate, itemized wage statements and failed to pay all wages owed
21 upon the separation of employment.¹ [Trenner Decl.), ¶ 3.]

22 Based on these allegations, on December 30, 2022, Plaintiff filed the underlying class action
23 against Tiger Lines on behalf of himself and all other similarly situated non-exempt employees
24 alleging (1) failure to pay minimum wages; (2) failure to furnish accurate, itemized wage statements;

26 ¹Defendant and the class members engaged in "interstate commerce" such that federal law completely preempts
27 application of California's meal and rest break requirements. *Int'l Bhd. of Teamsters, Local 2785 v. Fed. Motor*
28 *Carrier Safety Admin.* (9th Cir. 2021) 986 F.3d 841, 858 (California meal and rest break requirements preempted by
federal law for certain truck drivers); *Garcia v. Superior Court* (2022) 80 Cal.App.5th 63, 68 (same). For the same
reasons, as well as the nature of the vehicles they drove, they likewise were exempt from overtime requirements under
applicable federal Department of Transportation and California Highway Patrol regulations.

1 (3) failure to timely pay all wages due upon separation of employment; (4) failure to reimburse
2 business expenses; and (5) violation of the Unfair Competition Law, Bus. & Prof. Code sections
3 17200, et seq. After appropriate notice to the Labor & Workforce Development Agency (“LWDA”),
4 Plaintiff filed a First Amended Complaint adding a cause of action under PAGA based on the same
5 alleged Labor Code violations. [Trenner Decl., ¶ 4.]

6 Tiger Lines has at all times denied Plaintiff’s allegations and maintained its meal break and
7 payroll policies and procedures comply with California law, that its timekeeping and payroll policies
8 accurately track and pay for all hours worked by its employees, and that it obtained required on duty
9 meal break waivers to the extent employees did have to work during a lunch break. It also argued
10 that it provided employees with necessary electronics to perform their duties and there would be no
11 need to use a personal phone. Defendant also strongly contends the case cannot be maintained as
12 any kind of class or representative action, arguing for example that to the extent class members
13 worked during a meal break, or used their own phone for work purposes, it was intermittent and
14 infrequent and evidence of such issues would be purely anecdotal, and therefore individualized
15 issues predominate and trial on a representative basis would be unmanageable. [Trenner Decl., ¶ 5.]

16 After Plaintiff filed his complaint, the Parties initiated discovery and also engaged in
17 numerous meet and confer discussions regarding discovery, potential law and motion, and potential
18 ADR. Ultimately, the Parties agreed to mediation and also agreed to an informal exchange of
19 information to facilitate meaningful settlement discussions. The Parties then retained Michael Loeb,
20 Esq., a respected neutral with experience mediating wage and hour class actions. In August 2023,
21 the Parties participated in a mediation with Mr. Loeb that resulted in this settlement. [Trenner Decl.,
22 ¶¶ 6-7.]

23 The Court preliminarily approved the settlement on March 28, 2024. Class Notices were
24 mailed to class members on May 31, 2024, with a forty-five day window (to July 15, 2024)
25 for class members to opt out or object to the proposed settlement. [Declaration of Nick Castro
26 (“Castro Decl.”), ¶¶ 7, 11-13.]

27 ////

28 ////

1 **III. THE PROPOSED SETTLEMENT TERMS**

2 Under the settlement, Tiger Lines will pay \$300,000.00 into a common fund, the Gross
3 Settlement Amount. Reasonable attorney's fees of up to \$100,000 (1/3 of the GSA), litigation costs
4 of up to \$25,000 (only \$14,257.03 is requested), an enhancement award to Plaintiff of up to \$10,000,
5 settlement administration costs of \$11,995, and \$15,000 for civil penalties under PAGA (of which
6 75%, or \$11,250, will go to the Labor & Workforce Development Agency, and 25%, or \$3,750 will
7 go to the Aggrieved Employees) all will be paid from the Gross Settlement Amount. The remainder
8 of approximately \$148,748 will be allocated among the Participating Class Members based on their
9 total weeks worked during the Class Period. No portion of the Gross Settlement Amount will revert
10 to Tiger Lines. [Trenner Decl., ¶ 8.]

11 **A. Certification of the Settlement Class**

12 The Court conditionally certified a settlement class including including all current and
13 former non-exempt employees who performed work for Defendant in California at any time during
14 the Class Period of December 30, 2018 to July 20, 2023. The Settlement Administrator ultimately
15 mailed class notices to 851 individuals identified as members of the Class. [Castro Decl., ¶ 7.]
16 Nothing has changed to require reconsideration of the Court's certification of the Settlement
17 Class.

18 **B. The Benefit Conferred on the Settlement Class**

19 This is a cash settlement that does not require Participating Class Members to submit a claim
20 form to receive their settlement share. Participating Class Members will receive their settlement
21 checks automatically via First Class U.S. Mail. Eighty percent of each settlement share will be
22 allocated to wages and the remaining twenty percent will be allocated to expenses reimbursement,
23 penalties and interest. Tiger Lines will pay any and all applicable employer-side payroll taxes
24 separately and in addition to the Gross Settlement Amount. Subject to the Court's approval, any
25 amounts not claimed (because a class member does not cash his or her settlement check) will be
26 forwarded to the State Controller's Unclaimed Property Fund. [Trenner Decl., ¶ 9.]

27 Each Participating Class Member will receive a share of the Net Settlement Amount based
28 on his or her total weeks worked for Tiger Lines during the Class Period while employed in a non-

1 exempt position. Thus, each Class Member's Individual Settlement Payment will be calculated
2 using criteria typically used in determining appropriate amounts of unpaid wages, unpaid premium
3 wages for missed meal and rest breaks, and potential statutory penalties under applicable law. These
4 methods are intended to ensure each Class Member receives a portion of the available settlement
5 funds corresponding to the relative value of his or her potential claims. The proposed allocation
6 provides a reasonable way to compensate Class Members based on the amount of time they worked
7 for Tiger Lines and the number of instances they missed a meal break and/or rest break, were not
8 provided compensation in lieu of such missed breaks, or lost pay due to the alleged rounding and
9 regular rate issues. The average class settlement award will be approximately \$162. [Trenner Decl.,
10 ¶ 10.]

11 The average gross award is approximately \$175, the largest award is about \$768 and the
12 smallest award is about \$3. The average PAGA award is about \$9.64. [Castro Decl., ¶¶ 14-15.]

13 **C. Settlement Administration**

14 ILYM Group, Inc., as the Court-approved Settlement Administrator, mailed the Notice
15 Packet to the Class members after making all reasonable effort to ascertain the best mailing
16 address, including running each address through the National Change of Address database and
17 "skip-tracing" any Notice Packets returned as undeliverable. [Castro Decl., ¶¶ 3-8.] The Class
18 Notice, previously approved by the Court, duly informed Class Members of the settlement
19 terms, including the estimated relief each Class Member will receive, the amounts to be
20 requested for attorney's fees and the class representative enhancement awards, and the right to
21 opt out of or object to the settlement. [Castro Decl., ¶ 7; Exh. A.] ILYM mailed 851 Notice
22 Packets on May 31, 2024. [Castro Decl., ¶ 7.] Ultimately, 14 Notice Packet were deemed
23 undeliverable, representing a 98.4% success rate. [Castro Decl., ¶ 8.] The response window for
24 opting out of or objecting to the settlement expired on July 15, 2024. [Castro Decl., ¶¶ 11-13.]
25 ILYM has received zero requests for exclusion (for a 100% participation rate), and zero
26 objections to the settlement. No disputes have been submitted regarding the information used
27 to calculate class member settlement shares. [Castro Decl., ¶¶ 11-13.]

28 /////

1 **D. Release of Claims**

2 All Participating Class Members will release Tiger Lines from all claims alleged in the
3 operative complaint, or that could have been brought based on the factual allegations in the
4 operative complaint, including PAGA claims, during the Class Period. The release is limited to the
5 claims that were actually pleaded or could have been pleaded based on the alleged facts in the
6 operative complaint. [Trenner Decl., ¶ 11.]

7 **E. PAGA Claims and Notice to the LWDA**

8 The Parties allocated \$15,000 from the settlement to civil penalties under PAGA, and
9 Plaintiff respectfully requests that the Court approve this amount as fair, reasonable and adequate.
10 Consistent with PAGA, \$11,250 from this amount will be paid to the LWDA as the state's share
11 of the civil penalties, and the remaining \$3,750 will be distributed to the ___ individuals eligible
12 to receive a PAGA payment. [Castro Decl., ¶ 15.] As required by Labor Code section 2699(I)(2),
13 Plaintiff gave notice of the settlement and the final approval hearing to the LWDA via its online
14 portal. [Trenner Decl., ¶ 12; Exh. 1.]

15 **IV. ARGUMENT**

16 The law favors settlement, particularly in class actions where substantial resources can
17 be conserved by avoiding the time, cost, and rigors of formal litigation. H. Newberg & A.
18 Conte, 4 Newberg on Class Actions (4th ed. 2002), § 11.41; Class Plaintiffs v. City of Seattle
19 (9th Cir. 1992) 955 F.2d 1268, 1276, cert. denied, 506 U.S. 953; Van Bronkhorst v. Safeco
20 Corp. (9th Cir. 1976) 529 F.2d 943,950; Potter v. Pacific Coast Lumber Co. (1951) 37 Cal.2d
21 592, 602. Nevertheless, to make certain the rights of absent parties are not unjustly
22 compromised, the settlement of a class action requires court approval. Cal. Rule of Court
23 3.769; Dunk v. Ford Motor Co. (1996) 48 Cal.App.4th 1794, 1801; Wershba v. Apple Computer
24 (2001) 91 Cal.App.4th 224, 245. The purpose of that judicial review is to protect against fraud
25 or collusion, and to ensure fairness to absent class members. Dunk, 48 Cal.App.4th at 1800-01;
26 Newberg, at §§ 11.22, *et seq.* Review is accomplished through a two-step process intended to
27 determine whether, under the totality of circumstances, the settlement is fair, reasonable and
28 adequate. Dunk, 48 Cal.App.4th at 1801; Wershba, 91 Cal.App.4th at 245.

1 On a motion for final approval, the trial court is charged with determining whether, in
2 light of the total circumstances of the action and the response of the class members to the
3 proposed settlement, the settlement is fair, reasonable, and adequate. Dunk, 48 Cal.App.4th at
4 1801-02; Wershba, 91 Cal.App.4th at 244-45. The court has broad discretion in making that
5 determination and may consider a number of relevant factors, including: the strength of
6 plaintiff's case; the likelihood of potential recovery; the risk, expense and likely duration of
7 further litigation; the amount offered in settlement; the extent of discovery and stage of the
8 proceedings; the experience and opinion of counsel; and the reaction of class members to the
9 settlement. Id. In light of the strong judicial policy favoring the settlement of class actions,
10 courts generally apply a presumption of fairness to a proposed class action settlement when:
11 (1) the settlement is reached through arm's-length bargaining; (2) investigation and discovery
12 are sufficient to allow counsel and the court to act intelligently; (3) counsel is experienced in
13 similar litigation; and (4) the percentage of objectors is small. Dunk, 48 Cal.App.4th at 1802;
14 Wershba, 91 Cal.App.4th at 245.

15 **A. The Proposed Settlement Merits Final Approval**

16 The proposed settlement of this action warrants final approval under the standards
17 summarized above. The settlement is fair, reasonable and adequate, and represents a favorable
18 resolution of highly disputed claims. Further, the settlement was overwhelmingly approved by
19 the class members, as there were no objections and no class members opted out.

20 **1. The Settlement Is the Product of Arm's-Length, Informed Negotiations**

21 The settlement is not the result of fraud or collusion. Rather, the proposed settlement
22 was reached following arm's-length negotiations presided over by Michael Loeb, Esq., a highly
23 respected and well-known mediator with extensive experience mediating wage and hour class
24 actions. [Trenner Decl., ¶ 7.] Moreover, Plaintiff and his counsel were well-informed about the
25 facts and the law, and counsel Zachary M. Crosner, Jamie Serb, and Nikki Trenner have years of
26 litigation experience, including litigating wage and hour class actions. Plaintiff's counsel are well-
27 qualified to evaluate the risks and benefits of pursuing further litigation or settling the matter.
28 [Trenner Decl., ¶¶ 28-34.] Defendant likewise was represented by highly-qualified and

1 experienced defense counsel. Both sides advocated vigorously for their clients, and nothing
2 was "left on the table."

3 **2. The Class Reacted Favorably to the Settlement**

4 The settlement was well-received by the class. As of the filing of this motion, no
5 objections have been filed, and zero Class Members requested exclusion. [Castro Decl., ¶¶ 11-12.]
6 As many courts recognize, class member reaction to the settlement is one of the most important
7 factors to consider in determining if final approval should be granted. Mandujano v. Basic Vegetable
8 Prods., Inc., 541 F.2d 832, 837 (9th Cir. 1976); see also In re: American Bank Note Holographics,
9 127 F.Supp.2d 418, 425 (S.D.N.Y. 2001) ("It is well-settled that the reaction of the class to the
10 settlement is perhaps the most significant factor to be weighed in considering its adequacy")
11 (internal quotation marks omitted).

12 **3. The Settlement Is Fair and Reasonable Considering the Benefits** 13 **Conferred, the Case Value, and Significant Litigation Risks**

14 The proposed settlement involves a substantial sum of money that, when distributed,
15 will confer meaningful monetary benefits on the Class Members. As described above, each
16 individual award will be based on an allocation consistent with the nature of the claims asserted
17 and will fairly and equitably allocate the available funds in relation to the degree of damage
18 each Class member incurred. While Class members who worked for only a short period of time
19 will receive relatively small sums, those with longer tenures and who worked more hours and
20 shifts throughout the class period will receive appropriately larger awards.

21 Prior to mediation, the parties engaged in both formal and informal discovery to facilitate
22 settlement discussions. As a result, Plaintiff reviewed documents and information regarding Tiger
23 Lines's payroll practices, a representative sampling of pay stubs and time records for about 15% of
24 the class members, applicable compensation plans, meal break policies, etc., and information from
25 Defendant regarding class size and breakdown, number of work weeks/pay periods, average rates
26 of pay, and other information used to formulate a damages model. Plaintiff then had that information
27 reviewed with the assistance of a consulting expert. Plaintiff's counsel are confident they obtained
28

1 sufficient information to understand the law and facts of this case and make an informed decision
2 regarding the proposed settlement and whether it is fair and reasonable. [Trenner Decl., ¶¶ 6, 13.]

3 Next, the proposed settlement falls within the range of reasonableness warranting
4 preliminary approval. The proposed settlement involves a significant sum that, when distributed,
5 will confer direct monetary benefits on the class members. As described above, each class member
6 will be entitled to a monetary payment without having to file a claim and each payment will be
7 relative to the value of his or her potential claims. Through the information exchanged and analysis
8 undertaken, Plaintiff and counsel weighed the risks of continued litigation against the benefits of the
9 proposed settlement and determined settlement to be the most reasonable option.

10 Using the data obtained from Defendant, Plaintiff ran various calculations and estimated
11 Tiger Lines's likely maximum exposure on the class claims at approximately **\$2,640,000** million,
12 including about \$1,128,125 on the unpaid wage/on duty meal break claim, \$148,300 on the
13 unreimbursed expense claim, \$752,000 on the wage statement claims, and \$612,500 on the waiting
14 time penalty claims. [Trenner Decl., ¶¶ 14.]

15 First, on their unpaid wage claims, Plaintiffs allege Tiger Lines failed to pay for all hours
16 worked because it required employees to remain on duty during their 30 minute unpaid meal break.
17 More particularly, contain policies prohibiting employees from engaging in certain behaviors
18 throughout the entirety of their shifts under threat of disciplinary action which are not abated during
19 meal periods. Namely, Tiger Lines' "Employee Conduct and Work Rules" policy prohibits
20 employees from (a) leaving work without permission; (b) sleeping or malingering; and (c) making
21 or accepting personal telephone calls, including cell phone calls, of more than three minutes in
22 duration during "working hours" – meaning employees' entire work schedule including meal
23 periods. Namely, Tiger Lines' Employee Handbooks in effect from December 2018 to January 2021
24 define when a driver is considered on-duty: "If a driver is required to stay with his or her vehicle to
25 watch the load while he or she eats, this is considered an 'on-duty' meal period and the driver should
26 be paid for this time. Likewise, if a driver is required to be 'on-call' for dispatch so that a load can
27 be picked up or dropped off to comply with shipper or other business requirements, or to stay with
28 his or her truck to protect the freight, he or she is considered 'on-duty.'" [Trenner Decl., ¶ 15.]

1 As a result, per Plaintiff, he and the class members lost as much as 90+ minutes of
2 compensable time each week due to this off the clock and uncompensated work. Plaintiff's experts
3 calculated this resulted in a loss of thousands of ompensable hours worked. In response, Defendant
4 argued its timekeeping and payroll policies accurately tracked and paid for all employee time and.
5 It also argued that its policies prohibited any "off the clock" work and, accordingly, if any off the
6 clock work occurred it was intermittent and infrequent, against company policy, and done without
7 the employer's knowledge or consent. For these reasons, per Tiger Lines, class certification of this
8 issue would be impossible because innumerable individual inquires would be required to determine
9 whether any compensable "off the clock" work occurred. [Trenner Decl., ¶ 16.]

10 On the expense reimbursement claim, Plaintiff alleges that use of his personal cellular phone
11 was necessary and consequential to his employment duties for purposes of group messaging, and
12 receiving work-related calls and texts. Defendant did not reimburse employees for the cost
13 associated with the use of the personal cellular phones for Defendant's benefit. Cochran v. Schwan's
14 Home Serv. (2014) 228 Cal.App.4th 1137, 1144. In response, Tiger Lines argued it provided
15 employees with all tools and equipment necessary to perform their job duties and, to the extent
16 employees used their own phones, it was purely for personal convenience, was not necessary to
17 their employment, and therefore was not reimbursable. [Trenner Decl., ¶ 17.]

18 Plaintiff next alleged Tiger Lines's wage statements violated Labor Code § 226 on their face
19 by, inter alia, failing to include the employer name and address, and the employees' social security
20 number/employee ID number. He also alleged derivative claims under Labor Code § 226 and §§
21 201-203 (waiting time penalties). These derivative claims are based on the unpaid wage claims and
22 will rise or fall along with those primary claims, in addition to being subject to "good faith" and
23 other defenses available to Defendant. E.g., Amaral v. Cintas Corp. No. 2 (2008) 163 Cal.App.4th
24 1157, 1203-04 (holding employer did not willfully fail to pay wages under Labor Code § 203 even
25 though the class prevailed on the merits on the underlying claim for failing to pay living wages).
26 Defendant argued further that the wage statements accurately contained all required information,
27 and that acted in good faith all times with respect to payment of wages. Accordingly, Plaintiff
28 discounted these claims significantly for these multiple potential defenses. [Trenner Decl., ¶ 18.]

1 As far as potential PAGA liability, the alleged aggrieved employees theoretically are entitled
2 to penalties totaling about \$4.8 million should Plaintiff prevail on all claims, establish violations of
3 the multiple Labor Code sections at issue, and secure the maximum penalty on all issues. As with
4 the class claims, Plaintiff discounted the potential PAGA penalties based on Defendant's various
5 defenses on the merits and also accounted for the Court's wide discretion to reduce such penalties,
6 or to decline to award penalties at all. Labor Code § 2699(e)(2); Carrington v. Starbucks Corp.
7 (2018) 30 Cal.App.5th 504 (trial court awarded penalties of \$5 per pay period after a bench trial,
8 which decision was upheld on appeal); In re Taco Bell Wage and Hour Actions (E.D. Cal. Apr. 8,
9 2016) 2016 U.S. Dist. LEXIS 48557 (PAGA penalties denied after trial). Accordingly, the Parties
10 allocated \$15,000 to PAGA penalties. [Trenner Decl., ¶ 19.]

11 Plaintiff submits this amount is reasonable under the circumstances and in line with
12 comparable settlements in other wage and hour class actions in California. *E.g.*, Van Kempen v.
13 Matheson Tri-Gas, Inc. (N.D. Cal. Aug. 25, 2017) 2017 U.S. Dist. LEXIS 137182 (granting final
14 approval of \$5,000 PAGA penalty from \$370,000 settlement, or 1.4 percent of total settlement);
15 Slavkov v. First Water Heater Partners I (N.D. Cal. July 25, 2017) 2017 U.S. Dist. LEXIS 116303
16 (finding a \$7,500 PAGA payment reasonable when measured against the overall settlement of
17 \$345,000 and the possible weaknesses in plaintiffs' case, or 2.2 percent of total settlement).
18 Additionally, the LWDA has been informed of the terms of the PAGA portion of the settlement,
19 and will be able to weigh in as necessary. Jennings v. Open Door Mktg. Inc. (N.D. Cal. Oct. 3,
20 2018) 2018 U.S. Dist. LEXIS 171356, at *27 (approving settlement with PAGA penalties of 0.6%
21 where "[p]laintiffs [have] submitted the settlement agreement to the LWDA, and the LWDA has
22 not objected to the settlement.

23 The settlement obviates the significant risk that this Court may find any kind of class
24 resolution unachievable or might deny certification of all or some of Plaintiff's claims. Furthermore,
25 even if Plaintiffs obtained certification of all or some of the claims, continued litigation would be
26 expensive as the parties pursued merits discovery, a probable motion to decertify, as well as trial
27 and possible appeals, and would substantially delay any recovery by the class with no assurance of
28 recovering significantly more than the proposed settlement. While Plaintiff is confident in the merits

1 of his claims, a legitimate controversy exists as to each cause of action. Plaintiff also recognizes
2 proving the amount of wages and penalties due each Class Member would be an expensive and
3 uncertain proposition. [Trenner Decl., ¶ 20-22.]

4 Plaintiff and counsel discounted the value of the class claims consistent with the risks
5 discussed above, and carefully weighed the likelihood of the class receiving substantially greater
6 benefit if the litigation continued. Plaintiff and counsel concluded – in light of these very real and
7 substantial risks – settlement on the proposed terms and without prolonged and costly litigation
8 was in the best interests of the class. The overall \$300,000 recovery represents a significant
9 percentage of Defendant’s potential exposure and, given the risks addressed above, a total
10 recovery for the class of \$300,000, which will result in average award of some \$175 per class
11 member, is a significant result well within the range of reasonableness considering all potential
12 outcomes, and it will provide direct monetary awards to all Class Members without further delay.
13 [Trenner Decl., ¶ 23.]

14 Importantly, the mere fact that a settlement does not provide the same recovery as might be
15 achieved at trial is not a proper indicator of whether the settlement is fair, reasonable, and adequate.
16 Wershba, 91 Cal.App.4th at 246, 250 (“Compromise is inherent and necessary in the settlement
17 process...even if the relief afforded by the proposed settlement is substantially narrower than it
18 would be if the suits were to be successfully litigated, this is no bar to a class settlement because the
19 public interest may indeed be served by a voluntary settlement in which each side gives ground in
20 the interest of avoiding litigation”); 7-Eleven Owners for Fair Franchising v. Southland Corp. (2000)
21 85 Cal.App.4th 1135, 1150 (“The fact that a proposed settlement may amount to only a fraction of
22 the potential recovery does not, in and of itself, mean that the proposed settlement is grossly
23 inadequate and should be disapproved”); White v. Experian Information Solutions, Inc. (C.D. Cal.
24 2011) 803 F.Supp.2d 1086, 1098 (rejecting contention settlement was not fair and reasonable even
25 though it represented 99% discount off the maximum value of the claims); Lane v. Facebook, Inc.
26 (9th Cir. 2012) 696 F.3d 811, 819 (“[T]he question whether a settlement is fundamentally fair . . .
27 is different from the question whether the settlement is perfect in the estimation of the reviewing
28 court”). Importantly as well, the proposed settlement is non-reversionary and will provide

1 immediate benefits to the Class Members without a claims process. White, 803 F.Supp.2d at 1098;
2 c.f., Federal Judicial Center, Managing Class Action Litigation: A Pocket Guide for Judges (3d ed.
3 2010) at 20, available at [http:// www.fjc.gov/sites/default/files/2012/ClassGd3.pdf](http://www.fjc.gov/sites/default/files/2012/ClassGd3.pdf) (reversionary
4 provisions and/or cumbersome claims process may indicate lack of fairness). Plaintiff and his
5 counsel submit the settlement is within the “range of reasonableness,” and is fair and adequate for
6 the Class.

7 **V. PLAINTIFF’S ENHANCEMENT AWARD**

8 Pursuant to the terms of the settlement, Plaintiff seeks a modest incentive award of
9 \$10,000 for his service in bringing these claims on behalf of the Class. The request is reasonable
10 given the risks he undertook on behalf of the Class Members, and by contacting and retaining
11 counsel to pursue these claims, Plaintiff helped make this settlement possible for the absent
12 Class Members, while shouldering the risk of being liable for Defendant’s litigation costs.
13 Plaintiff also exposed himself to unwanted notoriety related to filing a public lawsuit
14 (discoverable even through a simple google search) for the benefit of other employees, placing
15 himself at risk of discrimination by future prospective employers. As set forth in more detail in
16 his declaration filed with the preliminary approval motion, among taking many other actions
17 assisting in the successful litigation of this case, Plaintiff provided substantial factual
18 information and documents to counsel, attended numerous meetings/phone conferences with
19 counsel to discuss the case, and kept abreast of all significant developments. [Declaration of
20 Mohammad Mahmood Dawood, ¶¶ 2-9 (filed with preliminary approval motion) ; Trenner
21 Decl., ¶ 24.] Accordingly, the requested enhancement payments to Plaintiff is appropriate and
22 justified as part of the settlement. Staton v. Boeing (9th Cir. 2003) 327 F.3d 938, 977 (collecting
23 cases awarding class representatives service and incentive payments ranging from \$2,000 to
24 \$25,000).

25 **VI. SETTLEMENT ADMINISTRATION COSTS**

26 The settlement provides for a payment to ILYM for its services as the Settlement
27 Administrator. As set forth in the Declaration of Nick Castro, ILYM has performed and will
28 continue to perform its required duties through final distribution of the settlement funds and

1 incurred \$11,995 in fees and expenses. [Castro Decl., ¶ 16; Exh. B.] Plaintiff accordingly requests
2 the Court approve payment of \$11,995 to ILYM from the GSA. [Trenner Decl., ¶ 25.]

3 **VII. ATTORNEY'S FEES AND COSTS**

4 **A. The Attorney's Fees Requested Are Fair and Reasonable and Should Be**
5 **Approved**

6 This Court has discretion over the amount of attorneys' fees awarded and court
7 approval is required for Class Counsel's fees. Cal. Rule of Court 3.769; Levy v. Toyota
8 Motor Sales, U.S.A. (1992) 4 Cal.App.4th 807, 813; Lealao v. Beneficial Cal., Inc. (2000) 82
9 Cal.App.4th 19. In defining a reasonable fee, the Court should attempt to mimic the
10 marketplace for cases involving significant contingent risk, such as this one. Deposit
11 Guaranty Nat'l Bank, Jackson, Miss. v. Roper (1980) 445 U.S. 326, 338, rehg. den. 446 U.S.
12 947; Lealao, 82 Cal.App.4th at 49-50 (court should attempt "to award the fee that informed
13 private bargaining, if it were truly possible, might have reached" in determining a reasonable
14 fee, and a fee award should approximate a "range of fees freely negotiated in comparable
15 litigation"). Here, Class Counsel's request for attorney's fees and costs is reasonable and
16 justified by the work performed, the benefits obtained, and the contingent risk assumed.

17 As addressed in detail above, at the time the parties reached the tentative settlement
18 success for Plaintiff and the putative class was far from certain. Plaintiff faced a real risk that
19 some or all the claims would not be certified for class treatment, as Defendants had strong
20 arguments that its compensation policies were legal and properly compensated the class
21 members. Even if Plaintiff certified some or all of the claims and ultimately prevailed on the
22 merits, it undoubtedly would have taken several years to realize any recovery while they
23 pursued class certification, trial, and an almost certain appeal. [Trenner Decl., ¶¶ 15-19.]

24 Nonetheless, Plaintiff succeeded and expeditiously obtained the relief he set out to
25 obtain, and the settlement provides substantial cash payments to Class Members, with an
26 average award of about \$175, and with a maximum award of over \$765. Importantly as well,
27 the Class Members have been overwhelmingly supportive of the Settlement – there are no
28 objections and no opt outs to the settlement. [Castro Decl., ¶¶ 11-12, 14.]

1 **B. The Requested Fee Award Is Reasonable and Appropriate**

2 The United States Supreme Court has ruled the parties to a class action properly may
3 negotiate not only the settlement of the action itself but also the payment of attorney's fees.
4 Evans v. Jeff D. (1986) 475 U.S. 717, 734-35, 738, fn. 30.) In Hensley v. Eckerhart (1983)
5 461 U.S. 424, 437, the Supreme Court explained that negotiated, agreed-upon attorney's fee
6 provisions are the ideal towards which the parties should strive: "A request for attorney's fees
7 should not result in a second major litigation. Ideally, of course, litigants will settle the
8 amount of a fee." The United States Supreme Court has reemphasized this policy and further
9 stressed trial courts have "a responsibility to encourage agreement" on fees. Blum v. Stenson
10 (1984) 465 U.S. 886, 902 n.19.

11 As part of the Settlement, Tiger Lines agreed not to object to an award of no more
12 than 1/3 of the GSA for attorney's fees, or \$100,000, and up to \$25,000 in reimbursement for
13 litigation costs and expenses (although only \$14,257.03 is requested). Such a fee is
14 commensurate with what the market would provide for similar services and the Court
15 therefore can most certainly enforce the agreement. As California's Court of Appeal has
16 instructed:

17 Given the unique reliance of our legal system on private litigants to enforce
18 substantive provisions of law through class and derivative actions, attorneys
19 providing the essential enforcement services must be provided incentives roughly
20 comparable to those negotiated in the private bargaining that takes place in the
legal marketplace, as it will otherwise be economic for defendants to increase
injurious behavior.

21 Lealao, 82 Cal.App.4th at 47.

22 Here, the parties did not negotiate the inclusion of attorney's fees until after extensive
23 arms-length bargaining regarding relief to the Class was completed. [Trenner Decl., ¶ 26.]
24 The requested fee and cost award was a product of these arms-length negotiations and fairly
25 reflects the marketplace value of the services rendered by Class Counsel in this case. As a
26 result, the fee agreed to by the parties should be approved.

27 /////

1 **C. Class Counsel's Fees are Justified When Calculated as a Percentage of the**
2 **Common Fund**

3 In approving fee applications, courts typically apply either a percentage-of-recovery
4 method or the lodestar method. Laffitte v. Robert Half Int'l, Inc. (2016) 1 Cal.5th 480, 489;
5 Wershba v. Apple Computer, Inc. (2001) 91 Cal.App.4th 224, 254, disapproved on other
6 grounds, Hernandez v. Restoration Hardware, Inc. (2018) 4 Cal.5th 260. The California
7 Supreme Court recently recognized the advantages and equities of calculating attorney's fees
8 using the percentage-of-the-common-fund method in another wage-and-hour case:

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

13 Laffitte, 1 Cal.5th at 503 (citations omitted).

14 Indeed, both California and federal courts have long recognized an appropriate method
15 for determining the award of attorney's fees is based on a percentage of the total value of
16 benefits afforded to class members by the settlement. Serrano v. Priest (1977) 20 Cal.3d 25,
17 34; Boeing Co. v. Van Gernert (1980) 444 U.S. 472, 478; Vincent v. Hughes Air West, Inc.
18 (9th Cir. 1977) 557 F.2d 759, 769. Awarding a fee based on a percentage of the common fund
19 recovered operates to "spread litigation costs proportionately among all the beneficiaries so
20 that the active beneficiary does not bear the entire burden alone." Vincent, 557 F.2d at 769.

21 In determining a reasonable common fund fee award, courts should also consider the
22 fact that fees serve as an economic incentive for lawyers to bring class action litigation to
23 achieve increased access to the judicial system for meritorious claims and to enhance
24 deterrents to wrongdoing. Conte, Attorney Fee Awards (2d ed. 1993) § 104. Without
25 prosecution on a contingent basis and use of the class action mechanism, the courthouse door
26 would effectively be closed to most class members due to the relatively small size of their
27 individual claims in relation to the enormous time and cost associated with class action
28 litigation.

1 Here, Class Counsel seek a fee award for their successful prosecution and resolution of
2 this action of no more than 1/3 of the GSA, and specifically \$100,000. The percentage
3 requested is justified for the reasons set forth further below, and comports with fee awards
4 calculated on a percentage-of-the-benefit basis. Indeed, review of class action settlements
5 shows that courts have historically awarded fees in the range of 20 to 50 percent, depending
6 upon the circumstances of the case. In re Warner Communications Sec. Litig. (S.D.N.Y.
7 1985) 618 F.Supp. 735, 749-50 (concluding that percentage fees in common fund cases range
8 from 20 to 50 percent); Newberg, Newberg on Class Actions (3d ed.) § 14.03, pp. 13-14
9 ("Usually 50% of the fund is the upper limit on a reasonable fee award from a common fund
10 in order to assure that the fees do not consume a disproportionate part of the recovery
11 obtained for the class, although somewhat larger percentages are not unprecedented.").

12 **D. A Lodestar Cross-Check Also Supports Class Counsel's Fee Request**

13 To ensure the fairness of an attorney's fee award, courts frequently conduct a lodestar
14 cross check of counsel's fees. "A lodestar cross-check thus provides a mechanism for bringing
15 an objective measure of the work performed into the calculation of a reasonable attorney fee."
16 Laffitte, 1 Cal.5th at 504. Here, Class Counsel spent 151.9 hours of time on this matter,
17 resulting in a modest and very reasonable lodestar of \$110,295.00.

18 Over the two plus years this matter has been pending, Crosner Legal's efforts have
19 included: (1) extensive pre-lawsuit investigation of the claims of Plaintiff and the putative class,
20 including legal research, research into similar claims and claims against other employers in the
21 same industry, and attempts to locate and contact other employees of the Defendant; (2) drafting a
22 PAGA notice letter; (3) drafting the initial complaint and related documents; (4) case
23 management, including communications with defense counsel, meeting and conferring/preparing
24 case management statements, etc.; (5) lengthy discussions with defense counsel regarding
25 settlement/mediation and informal discovery needed for meaningful settlement discussions; (6)
26 engaging in substantial informal discovery, including propounding informal discovery "requests"
27 and reviewing documents and other information produced; (7) working with a consulting expert
28 on the analysis of Defendant's production; (8) drafting a mediation brief and accompanying

1 damages model after review and analysis of defendant's formal and informal discovery
2 production; (9) attending an all-day mediation; (10) negotiating and drafting the settlement
3 agreement and related documents; (11) drafting the motion for preliminary approval, and
4 attending the hearing; (12) administration of the settlement, including communications with the
5 Settlement Administrator and settlement class members; (13) drafting the motion for
6 reconsideration as to the enhancement award, (14) final approval and attorney's fees, and
7 attending the final approval hearing; and (15) extensive communications with the Plaintiff
8 regarding case status, case investigation and document review, mediation, and settlement terms.
9 Additionally, Class Counsel will incur additional time following final approval to, inter alia,
10 respond to class member inquiries, attend to distribution of settlement funds, and on the
11 compliance hearing. [Trenner Decl., ¶ 27, Exh. 2.]

12 In pursuing this matter, Class Counsel incurred total attorney's fees of \$110,295.00,
13 and the lodestar is based on an eminently reasonable number of hours worked to litigate this
14 matter to a successful conclusion (151.9 attorney hours). The requested attorney hourly rates are
15 reasonable and comport with hourly rates charged by other attorneys with similar experience in
16 this practice area in California. On a lodestar basis, the fee request of \$100,000 results in a base
17 lodestar that is higher than the actual fee request, and accordingly there is no request for a
18 lodestar multiplier. [Trenner Decl., ¶¶ 28-39.] Class Counsel submits fact effectively operates
19 to show that the percentage fee request is reasonable considering the actual fees requested are
20 lower than the value of the services rendered when valued via traditional hourly billing.

21 E. **The Award is Supported By 1) the Results Achieved; 2) the Risk, 3) the Skill**
22 **Required, 4) the Contingent Nature of the Fee and 5) Awards in Similar**
23 **Cases.**

24 What has now emerged in most fee award decisions is the recognition that fee
25 determinations in both common fund and statutory fee situations are incapable of
26 mathematical precision because of the intangible factors that must be resolved in the court's
27 discretion based on the circumstances of each particular case. Conte, § 207, p. 44. In
28 determining an appropriate fee in a common fund case, a Court must decide, based on the
unique posture of each case, what percentage of the common fund would most reasonably

1 compensate Class Counsel given the nature of the litigation and the performance of counsel.
2 Paul, Johnson, Alston & Hunt v. Grauly (9th Cir. 1989 886 F.2d 268, 272) (the benchmark
3 percentage fee may be adjusted to account for the circumstances involved in a case).

4 Courts apply a five-part test in calculating a reasonable percentage fee in common
5 fund cases: (1) the results achieved; (2) the risk of litigation; (3) the skill required and the
6 quality of work; (4) the contingent nature of the fee and the financial burden carried by the
7 plaintiffs; and (5) awards made in similar cases. Laffitte, 1 Cal.5th at 489.

8 **1. The Results Achieved.**

9 Class Counsel obtained an excellent result in this case for the Class Members. The
10 Settlement provides real monetary benefits to the Class Members, and the Settlement is
11 particularly advantageous to the Class Member because the proceeds will be distributed
12 shortly as opposed to waiting additional years for a similar, or possibly, less favorable result.
13 Considering many individual claims would be very modest and would not be cost-effective to
14 pursue successfully, the Settlement provided them with fair compensation for their claims.
15 Moreover, the absence of any objection to either the Settlement or the attorney's fee request
16 bolsters the excellent results. Indeed, the approval of the Class is overwhelming as indicated
17 by the fact that not only one class member opted out. Additionally, the settlement amounts to
18 a substantial percentage of the maximum value of the amount the Class might have obtained if
19 it had tried the case and recovered on all theories seeking recovery of wages and penalties.
20 "It is well-settled law that a cash settlement amounting to only a fraction of the potential
21 recovery does not per se render the settlement inadequate or unfair." In re Omnivision Techs.,
22 Inc., 559 (N.D. Cal. 2008) F.Supp.2d 1036, 1042.

23 **2. Class Counsel Bore Considerable Risk.**

24 At the time of filing the complaint, Class Counsel recognized that they would have to
25 expend a substantial amount of time and advance significant costs to prosecute a statewide
26 class action suit with no guarantee of compensation or reimbursement, in the hope of
27 prevailing against a sophisticated company represented by first-rate attorneys. Despite
28 their belief in the validity of Plaintiff's claims, they also knew they faced substantial risks

1 of class certification and the ability to prove class-wide and individual damages. In light of
2 the highly uncertain nature of this suit, Class Counsel also bore the risk that Defendant would
3 dig in and attempt to bury their small firm in work. Given the small size of Class Counsel's
4 firm, not receiving any compensation for several years while simultaneously advancing
5 litigation costs posed considerable risk and difficulty. [Trenner Decl., ¶¶ 40-41.]

6 **3. The Skill Required and the Quality of Work.**

7 Practice in the narrow area of wage and hour litigation requires skill, knowledge and
8 experience. The issues presented in this case required more than just a general appreciation of
9 wage and hour law and class action procedure. This Settlement was possible only because
10 counsel persuaded Defendant that Plaintiff and the putative class had a realistic chance of
11 prevailing on their claims despite Defendant's contrary arguments, and that the case
12 would be pursued through class certification and trial if necessary. In successfully
13 navigating these hurdles, Class Counsel displayed appropriate skill while pursuing a risky
14 and difficult case.

15 **4. The Contingent Nature of the Fee and Risk Assumed**

16 There is a substantial difference between the risk assumed by attorneys being paid
17 by the hour and attorneys working on a contingent fee basis. The attorney being paid by
18 the hour can go to the bank with his fee. Powers v. Eichen (9th Cir. 2000) 229 F.3d 1249,
19 1256. The attorney working on a contingent basis can only log hours while working
20 without pay towards a result that will hopefully entitle him to a market fee considering
21 the risk and other factors of the undertaking. Id. at 1257. Otherwise, the contingent fee
22 attorney receives nothing. Id. In this case, Class Counsel subjected themselves to this
23 risk in this all or nothing contingent fee case wherein the necessity and financial burden
24 of private enforcement makes the requested award appropriate.

25 Counsel retained on a contingency fee basis, whether in private matters or in class
26 action litigation, is entitled to a premium beyond their standard, hourly, non-contingent
27 fee schedule to compensate for both the contingent risk assumed and the delay in
28 payment. The simple fact is that despite the most vigorous and competent of efforts,

1 success is never guaranteed. McKittrick v. Gardner (4th Cir. 1967) 378 F.2d 872, 875.
2 Indeed, if counsel is not adequately compensated for the risks inherent in difficult class
3 actions, competent attorneys will be discouraged from prosecuting similar cases.
4 Ketchum v. Moses (2001) 24 Cal.4th 1122, 1132-33; Cazares v. Saenz (1989) 208
5 Cal.App.3d 279, 287.

6 Here, the contingent fee practices of Plaintiff's counsel simply do not accommodate
7 the investment of unnecessary time in a case, and the adverse resolution of any one of several
8 difficult issues present in this matter could have doomed the entire effort. As discussed, the
9 attorney's fees in this case were not only contingent but fairly risky, and there was always a
10 distinct possibility Plaintiff's counsel would receive nothing for any number of reasons.
11 [Trenner Decl., ¶¶ 40-41.] Accordingly, the contingent nature of the fee and the financial
12 burdens on Class Counsel also support the fee requested.

13 5. Awards in Other Cases

14 As discussed, the attorney's fees requested by Class Counsel are within the range of
15 fees awarded in comparable cases, as California courts regularly approve class action fee
16 awards amounting to 1/3 of a common fund, as approved by the California Supreme Court in
17 Lafitte. Additionally, review of class action settlements over the past 10 years shows that the
18 courts have historically awarded fees in the range of 20 to 50 percent, depending upon the
19 circumstances of the case. In re Warner Communications Sec. Litig. (S.D.N.Y. 1985) 618
20 F.Supp. 735, 749-50 (concluding that percentage fees in common fund cases range from 20 to
21 50 percent); Newberg, Newberg on Class Actions (3d ed.) § 14.03, pp. 13-14 ("Usually 50%
22 of the fund is the upper limit on a reasonable fee award from a common fund in order to
23 assure that the fees do not consume a disproportionate part of the recovery obtained for the
24 class, although somewhat larger percentages are not unprecedented."). Class Counsel's
25 requested fees equal to 1/3 the gross amount recovered on behalf of the class and are well
26 within the range of reasonableness under either the percentage of the recovery or the lodestar
27 method in light of the contingent risk assumed, the delay in payment, the result achieved, and
28 the overall quality of the representation.

1 **F. Class Counsel’s Costs and Expenses are Reasonable**

2 Plaintiff’s counsel also requests reimbursement of actual out-of-pocket expenses incurred
3 to prosecute this action. These expenses were incidental and necessary to the effective
4 representation of the employees, and Plaintiffs’ counsel is permitted to recover litigation costs and
5 expenses under the common fund doctrine and the Settlement Agreement. Serrano, 20 Cal.3d at 35
6 (common fund doctrine permits recovery of fees and costs from the fund); Rider v. County of San
7 Diego (1992) 11 Cal.App.4th 1410, 1424 n.6 (costs are recoverable from the common fund “[o]f
8 necessity, and for precisely the same reasons discussed above with respect to the recovery of
9 attorneys’ fees by ... [Plaintiffs’] attorneys”). Plaintiff’s counsel also is entitled to recover “those
10 out-of-pocket expenses that would normally be charged to a fee-paying client.” Harris v.
11 Marhoefer (9th Cir. 1994) 24 F.3d 16, 19.

12 As explained in the Trenner Declaration, Class Counsel incurred a total of
13 \$14,257.03 in expenses incurred in connection with this litigation. These expenses include
14 the amounts paid for court filing fees, service of process, expert fees, postage, and
15 mediation fees, all of which are costs normally billed to and paid by the client. These
16 costs were reasonably incurred in the prosecution of this matter, and were necessary for
17 the successful prosecution of the case and accordingly Plaintiff’s counsel requests
18 reimbursement for costs in the amount of \$14,257.03. [Trenner Decl., ¶¶ 42-43.]

19 **VIII. CONCLUSION**

20 For all the foregoing reasons, Plaintiff Johnson respectfully requests that the Court grant
21 this motion and grant final approval of the proposed class action settlement and approve the
22 payment of PAGA penalties to the State. Plaintiff further requests the Court approve payment of
23 the Settlement Administrator’s fees and expenses, approve the requested class representative
24 enhancement payment, approve the award of attorney’s fees and costs as requested, and enter / /

25 / / / /

26 / / / /

27 / / / /

1 judgment in this action. Finally, Plaintiff request the Court set a final compliance hearing
2 for September 17, 2025, or a later date convenient for the Court.

3
4 Dated: August 23, 2024

CROSNER LEGAL, PC

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6
7 By: 
8 Jamie K. Serb, Esq.
9 Nikki Trenner, Esq. Zachary
10 M. Crosner, Esq.
11 Attorneys for Plaintiff
12 Mohammad Mahmood Dawood
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