

1 BRANDON K. BROUILLETTE, ESQ. (SBN 273156)
2 brandon@crosnerlegal.com
3 ZACHARY M. CROSNER, ESQ. (SBN 272295)
4 zach@crosnerlegal.com
5 JAMIE SERB, ESQ. (SBN 289601)
6 jamie@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 ANJOLIE TATE
13 on behalf of the State of California,
14 and others similarly situated and aggrieved
15

16 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
17 **COUNTY OF ALAMEDA**

18 ANJOLIE TATE on behalf of the State of
19 California, and others similarly situated and
20 aggrieved,

21 Plaintiff,

22 v.

23 CASPER, INC., a Delaware Corporation;
24 and DOES 1-100, inclusive,

25 Defendants.
26
27
28

Case No.: 23CV031523

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

Date: June 2, 2025

Time: 1:30 p.m.

Dept.: 21

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1 **I. INTRODUCTION**

2 Plaintiff and Class Representative Anjolie Tate seeks final approval of a non-reversionary
3 class action settlement resolving wage and hour claims on behalf of 141 current and former non-
4 exempt individuals who worked for Defendant Casper, LLC (“Casper”) as non-exempt employees
5 in California during the Class Period of February 10, 2022 to January 15, 2024. The proposed
6 \$295,000 total settlement provides about \$127,827 in cash payments to the Class, with an average
7 award of about \$906 plus additional amounts payable under PAGA. The remaining balance will
8 cover a modest service award to Plaintiff, settlement administration costs, civil penalties to the
9 state, and reasonable attorney’s fees and costs. The parties and their counsel finalized the
10 settlement after extensive and difficult arms-length negotiations overseen by an experienced and
11 highly-regarded mediator. The Court conditionally certified the Class and preliminarily approved
12 the settlement on December 17, 2024. Since then, the Court-approved notice form was mailed to
13 the Class Members on January 16, 2025, and they have reacted very favorably to the settlement.
14 As of the filing of this motion, there are no objections and only one Class Member has requested
15 exclusion.

16 Class Counsel secured an excellent settlement with Defendants after extensive
17 investigation, litigation, and settlement negotiation and administration, all without any
18 compensation for services rendered or costs expended. The class notice duly informed the
19 class members that Class Counsel would request attorney’s fees not to exceed one-third
20 of the Gross Settlement Amount, or \$98,333.33, along with reimbursement of no more
21 than \$12,500 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 \$98,333.33 and costs in the amount of \$11,339.61, as
25 described in the Declaration of Brandon Brouillette (“Brouillette Decl.”) filed herewith.
26 The 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 the nearly two-plus year delay in payment and, when subjected to a lodestar crosscheck,

1 results in a fee request equal to the base lodestar with a very modest 1.08 upward
2 modifier.

3 Accordingly, on behalf of herself 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. BACKGROUND**

7 Defendant Casper is a retailer of sleep products both online and in retail locations. Casper
8 sells its products through hundreds of retailers nationwide, including twelve direct retail locations
9 in California. Plaintiff Anjolie Tate worked for Casper from approximately April, 2021 to about
10 April, 2022, as a full-time, non-exempt, hourly employee. Plaintiff worked as an assistant
11 manager in two of Casper's retail locations in Los Angeles and Torrance. [Brouillette Decl., ¶ 2.]

12 Based on these allegations, and after exhausting administrative remedies with the Labor &
13 Workforce Development Agency ("LWDA"), on April 23, 2023 Plaintiff filed a PAGA-only
14 complaint against Defendant seeking civil penalties for alleged Labor Code violations including :
15 (1) failure to pay all wages due, including minimum and overtime wages (2) failure to provide all
16 required meal and rest breaks or compensation in lieu thereof; (3) failure to reimburse business
17 expenses, (4) failure to provide accurate, itemized wage statements; and (4) failure to pay all
18 wages due upon termination of employment.¹ [Brouillette Decl., ¶ 3.]

19 Casper has at all times denied Plaintiff's allegations and maintained its meal and rest break
20 and payroll policies and procedures comply with California law, that it paid employees all wages
21 due at the correct hourly rates, and provided them with required meal and rest breaks or paid the
22 required compensation for any documented meal/rest violations. Defendant also contends there
23 would be no need for any class member to use their own phone on company business and
24 therefore no reimbursement is owed. Additionally, Casper strongly contends the case cannot be
25 maintained as a representative action, arguing for example that to the extent class members missed
26

27 ¹ Plaintiff also asserted some additional claims under PAGA, such as failure to provide suitable seating and requiring
28 employees to enter into unlawful employment agreements, and for which there is no class-wide right of action such as
a claim for unlawful background checks. As with all of Plaintiff's class claims, Casper disputed liability on these
claims in their entirety.

1 meal and/or rest breaks, or that such breaks were non-compliant, it was intermittent and infrequent
2 and evidence of such missed breaks would be anecdotal, and therefore individualized issues would
3 predominate. [Brouillette Decl., ¶ 4.]

4 After Plaintiff filed her complaint, the Parties met and conferred on discovery, potential
5 law and motion, and other case management issues, and ultimately agreed to attempt early
6 mediation. The Parties also engaged in extensive informal discovery to facilitate an exchange of
7 information necessary to engage in a meaningful mediation. The Parties then engaged Steve
8 Cerveris, Esq., a highly respected mediator with extensive wage and hour class action experience
9 and, in January 2024, participated in a full day mediation with Mr. Cerveris. By the end of the day,
10 the Parties were able to reach agreement on all major issues. [Brouillette Decl., ¶¶ 5-6.] The Court
11 granted preliminary approval to the settlement on December 17, 2024.

12 Class Notices were mailed to class members on January 16, 2025, with a 60-day
13 window (to March 17, 2025) for class members to opt out or object to the proposed
14 settlement. [Declaration of Yami Burns (“Burns Decl.”), ¶¶ 5, 8-10.]

15 **III. THE PROPOSED SETTLEMENT TERMS**

16 Under the settlement, Casper will pay \$295,000 into a common fund, the Gross Settlement
17 Amount (“GSA”). Attorney’s fees of up to \$98,333.33 (1/3 of the GSA), litigation costs of up to
18 \$12,500 (only \$11,339.61 is requested), settlement administration costs of \$7,500.00, a service
19 award to Plaintiff of no more than \$10,000, and PAGA civil penalties in the amount of \$40,000,²
20 all will be paid from the GSA. The balance of around \$127,827 will be allocated pro rata to the
21 Class Members based on their weeks worked during the Class Period. No portion of the GSA will
22 revert to Casper. [Brouillette Decl., ¶ 7.]

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

24 The Court conditionally certified a settlement class including all persons employed by
25 Defendant in California and classified as non-exempt who worked for Defendant during the Class
26 Period of February 10, 2022 to January 15, 2024. The Settlement Administrator ultimately
27

28 ² Consistent with PAGA, 75% of that sum, or \$30,000, will go to the LWDA and the remaining 25% will be distributed pro rata to the Aggrieved Employees (as defined in the Settlement Agreement).

1 mailed class notices to 141 individuals identified as members of the Class. [Burns Decl., ¶ 5.]
2 Nothing has changed to require reconsideration of the Court's certification of the
3 Settlement Class.

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

5 As noted, the settlement obligates Casper to pay \$295,000 to resolve the Settlement Class's
6 claims, inclusive of attorney's fees and costs. At least \$127,827 from the GSA will be distributed
7 to the Participating Class Members. This is a cash settlement that did not require Participating Class
8 Members to submit a claim form to receive their settlement share. Participating Class Members will
9 receive their settlement checks automatically via First Class U.S. Mail. Twenty percent of each
10 settlement share will be allocated to wages and the remaining eighty percent will be allocated to
11 expenses, penalties and interest, which allocation is consistent with Casper's potential liability.
12 Casper will pay any and all applicable employer-side payroll taxes separately and in addition to the
13 GSA. Subject to the Court's approval, any amounts not claimed (because a class member does not
14 cash their settlement check) will be forwarded to the East Bay Community Law Center as the
15 proposed *cypres* beneficiary. [Brouillette Decl., ¶ 8.]

16 Each Participating Class Member will receive a share of the Net Settlement Amount based
17 on his or her total weeks worked in California as a Casper non-exempt employee during the Class
18 Period. Thus, each Class Member's Individual Settlement Payment will be calculated using criteria
19 typically used in determining potentially appropriate amounts of unpaid wages, unpaid premium
20 wages for missed meal and rest breaks, unreimbursed expenses, and potential statutory penalties
21 under applicable law. These methods are intended to ensure each Class Member receives a
22 settlement award corresponding to the relative value of their potential claims. The proposed
23 allocation provides a reasonable way to compensate Class Members based on the amount of time
24 they worked for Casper in California and the amount unpaid overtime, the number of missed meal
25 breaks and/or rest breaks, etc. [Brouillette Decl., ¶ 9.]

26 The average class award will be around \$906, and class awards will range from \$24 to
27 \$2,437. The average PAGA award will be about \$70. [Burns Decl., ¶¶ 13-14.]

28 ////

1 **C. Settlement Administration**

2 Phoenix Settlement Administrators, as the Court-approved Settlement Administrator,
3 mailed the Notice Packet to the Class members after making all reasonable effort to ascertain
4 the best mailing address, including running each address through the National Change of
5 Address database and "skip-tracing" any Notice Packets returned as undeliverable. [Burns
6 Decl., ¶¶ 3-7.] The Class Notice, previously approved by the Court, duly informed Class
7 Members of the settlement terms, including the estimated relief each Class Member will
8 receive, the amounts to be requested for attorney's fees and the class representative
9 enhancement awards, and the right to opt out of or object to the settlement. [Burns Decl., ¶ 5,
10 Exh. A.] Phoenix mailed 141 Notice Packets on January 16, 2025. [Burns Decl., ¶ 5.]
11 Ultimately, only one Notice Packet was deemed undeliverable, representing a 99.3% success
12 rate. [Burns Decl., ¶ 7.] The 60-day response window for objecting to the settlement expired
13 on March 17, 2025. [Burns Decl., ¶¶ 8-10.] As of the filing of this motion, Phoenix has received
14 zero requests for exclusion (for a 100% participation rate), and zero objections to the settlement.
15 No disputes have been submitted regarding the information used to calculate class member
16 settlement shares. [Burns Decl., ¶¶ 8-10.]

17 **D. Release of Claims**

18 All Participating Class Members will release Casper from all claims alleged in the
19 operative complaint, or that could have been brought based on the factual allegations in the
20 complaint during the Class Period, including PAGA claims for the PAGA Period. The release is
21 limited to the claims that were actually pleaded or could have been pleaded based on the alleged
22 facts in the complaint. [Brouillette Decl., ¶ 10.]

23 **E. PAGA Penalties**

24 As noted, the Parties allocated \$40,000 of the GSA to alleged civil penalties under PAGA,
25 and Plaintiff requests the Court approve that amount as fair, reasonable, and adequate, and
26 consistent with PAGA's underlying purposes. As required by Labor Code section 2699(l)(2),
27 Plaintiff submitted the Settlement Agreement and this motion to the LWDA via its online portal,
28 and as reflected on the accompany proof of service. [Brouillette Decl., ¶ 11; Exh. 1.]

1 **IV. ARGUMENT**

2 **A. Standard of Review for a Class Action Settlement**

3 The law favors settlement, particularly in class actions where substantial resources can
4 be conserved by avoiding the time, cost, and rigors of formal litigation. H. Newberg & A.
5 Conte, 4 Newberg on Class Actions (4th ed. 2002), § 11.41; Class Plaintiffs v. City of Seattle
6 (9th Cir. 1992) 955 F.2d 1268, 1276, cert. denied, 506 U.S. 953; Van Bronkhorst v. Safeco
7 Corp. (9th Cir. 1976) 529 F.2d 943,950; Potter v. Pacific Coast Lumber Co. (1951) 37 Cal.2d
8 592, 602. Nevertheless, to make certain the rights of absent parties are not unjustly
9 compromised, the settlement of a class action requires court approval. Cal. Rule of Court
10 3.769; Dunk v. McCoy Motor Co. (1996) 48 Cal.App.4th 1794, 1801; Wershba v. Apple
11 Computer (2001) 91 Cal.App.4th 224, 245. The purpose of that judicial review is to protect
12 against fraud or collusion, and to ensure fairness to absent class members. Dunk, 48
13 Cal.App.4th at 1800-01; Newberg, at §§ 11.22, *et seq.* Review is accomplished through a
14 two-step process intended to determine whether, under the totality of circumstances, the
15 settlement is fair, reasonable and adequate. Dunk, 48 Cal.App.4th at 1801; Wershba, 91
16 Cal.App.4th at 245.

17 On a motion for final approval, the trial court is charged with determining whether, in
18 light of the total circumstances of the action and the response of the class members to the
19 proposed settlement, the settlement is fair, reasonable, and adequate. Dunk, 48 Cal.App.4th at
20 1801-02; Wershba, 91 Cal.App.4th at 244-45. The court has broad discretion in making that
21 determination and may consider a number of relevant factors, including: the strength of
22 plaintiff's case; the likelihood of potential recovery; the risk, expense and likely duration of
23 further litigation; the amount offered in settlement; the extent of discovery and stage of the
24 proceedings; the experience and opinion of counsel; and the reaction of class members to the
25 settlement. Id. In light of the strong judicial policy favoring the settlement of class actions,
26 courts generally apply a presumption of fairness to a proposed class action settlement when:
27 (1) the settlement is reached through arm's-length bargaining; (2) investigation and discovery
28 are sufficient to allow counsel and the court to act intelligently; (3) counsel is experienced in

1 similar litigation; and (4) the percentage of objectors is small. Dunk, 48 Cal.App.4th at 1802;
2 Wershba, 91 Cal.App.4th at 245.

3 **B. The Proposed Settlement Merits Final Approval**

4 The proposed settlement of this action warrants final approval under the standards
5 summarized above. The settlement is fair, reasonable and adequate, and represents a
6 favorable resolution of highly disputed claims. Further, the settlement thus far has been
7 overwhelmingly approved by the class members, as there are no objections and no Class
8 Member requested exclusion.

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

10 The settlement is not the result of fraud or collusion. Rather, the proposed settlement
11 was reached following arm's-length negotiations presided over by Steve Cerveris, Esq., a highly
12 respected and well-known mediator with extensive experience mediating wage and hour class
13 actions. [Brouillette Decl., ¶ 6.] Moreover, Plaintiff and her counsel were well-informed about
14 the facts and the law, and counsel Zachary Crosner and Brandon Brouillette have years of litigation
15 experience, including litigating wage and hour class actions. Plaintiff's counsel are well-qualified
16 to evaluate the risks and benefits of pursuing further litigation or settling the matter. [Brouillette
17 Decl., ¶¶ 28-40.] Defendants likewise were represented by highly-qualified and experienced
18 defense counsel. Both sides advocated vigorously for their clients, and nothing was "left on the
19 table."

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

21 The settlement was well-received by the class. As of the filing of this motion, no
22 objections have been filed, and no Class Member has requested exclusion out of 141 settlement
23 class members. [Burns Decl., ¶¶ 8-9.] As many courts recognize, class member reaction to the
24 settlement is one of the most important factors to consider in determining if final approval should
25 be granted. Mandujano v. Basic Vegetable Prods., Inc., 541 F.2d 832, 837 (9th Cir. 1976); see also
26 In re: American Bank Note Holographics, 127 F.Supp.2d 418, 425 (S.D.N.Y. 2001) ("It is well-
27 settled that the reaction of the class to the settlement is perhaps the most significant factor to be
28 weighed in considering its adequacy") (internal quotation marks omitted).

1 **3. The Proposed Settlement Meets the Dunk and Kullar Factors and is**
2 **within the Range of Reasonableness**

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

11 Prior to mediation, the Parties engaged in both formal and informal discovery to facilitate
12 settlement discussions. Plaintiff reviewed documents and information regarding Casper's payroll
13 practices, a random sampling of pay stubs and time records from class members, a class list,
14 applicable compensation plans and expense reimbursement plans, meal and rest break policies,
15 arbitration agreements, etc., and information from Defendant regarding class size and breakdown,
16 work weeks/pay periods, rates of pay, and other information used to formulate a damages model
17 with the assistance of a consulting expert. Plaintiff's counsel are confident they obtained sufficient
18 information to understand the law and facts of this case and make an informed decision regarding
19 the proposed settlement and whether it is fair and reasonable. Through the information exchanged
20 and analysis undertaken, Plaintiff weighed the risks of continued litigation against the benefits of
21 the proposed settlement and determined settlement to be the most reasonable option. [Brouillette
22 Decl., ¶¶ 5, 12.]

23 Using that data, Plaintiff ran various calculations and estimated Defendant's total class-wide
24 liability at about \$1,333,000, including about \$12,000 in unpaid wages on the regular rate issue,
25 \$66,000 on the meal break claims, \$508,000 on the rest break claims, \$24,000 on the expense
26 reimbursement claim, \$246,000 on the wage statement claim, and about \$477,000 in waiting time
27 penalties. [Brouillette Decl., ¶ 13.] Plaintiff substantially discounted these numbers in light of
28 Defendant's procedural and merits defenses, of which there are many.

1 First, on the unpaid wage claims, Plaintiff first contends Casper failed to correctly calculate
2 the class members “regular rate of pay” by failing to incorporate all required forms of compensation,
3 such as commissions and bonuses, into the calculation. On the regular rate issue, “an employee’s
4 ‘regular rate of pay’ for purposes of Labor Code section 510 and the IWC wage orders is not the
5 same as the employee’s straight time rate (i.e., his or her normal hourly wage rate). Regular rate of
6 pay, which can change from pay period to pay period, includes adjustments to the straight time rate,
7 reflecting, among other things, shift differentials and the per-hour value of any non-hourly
8 compensation the employee has earned.” Alvarado v. Dart Container Corp. (2018) 4 Cal.5th 542,
9 554. Bonuses and other incentive pay designed to increase an employee’s productivity must be
10 included in the regular rate. Id. Here, Plaintiff alleges that since Casper failed to correctly calculate
11 the regular rate in would up undercompensating employees for overtime, sick time, and break
12 premiums. In response, Defendant argued that its overtime pay policies fully compensated the class
13 members, and further argued there was very little in the way of applicable bonus pay that would even
14 trigger an obligation calculate the regular rate. [Brouillette Decl., ¶ 14.]

15 On the meal break claims, Plaintiff focused primarily on Defendant’s alleged failure to
16 maintain a California-compliant break policy and to provide Plaintiff and the class members with
17 all required meal periods, particularly for second meal periods on shifts lasting longer than 10 hours.
18 In fact, Plaintiff’s expert’s review of the records provided by Defendant suggests that some 45% of
19 pay periods contained at least one unique meal period violation (i.e., missed, late, or short), and that
20 over 90% of shifts of 10+ hours failed to reflect a second meal period. [Brouillette Decl., ¶ 15.]

21 Defendant countered that in many instances actually took their meal break (including second
22 meal breaks) even if not reflected on the time sheets and, accordingly, class certification is not
23 appropriate because individual inquiries would be necessary to determine this question. For the same
24 reasons, Defendant contended the claim would fail on the merits because it would be difficult for
25 Plaintiff to show Defendant’s actual or constructive knowledge that a particular class member
26 worked through a specific lunch period. Defendant also contended it maintained a fully-compliant
27 meal break policy at all times, and it always provided the class members with the opportunity to
28 take meal breaks and thus met the requirements imposed by California law. Per Defendant, if

1 individuals did not take a meal period, it was in violation of company policy and, once again, a
2 multitude of individual inquiries would be necessary to determine if an individual may have missed
3 a meal break by personal choice or for some other reason. Defendant further contends that it
4 regularly and consistently paid premium payments for non-compliant meal breaks. Indeed,
5 Defendant's expert's review of its time records indicated a markedly lower meal period "violation
6 rate" (i.e., missed, late, or short) than Plaintiff's expert analysis. [Brouillette Decl., ¶ 16.]

7 On the rest break claim, Plaintiff claimed Defendant's written policy failed to inform
8 employees that rest breaks had to be for a net 10 minutes to be compliant, which failure directly
9 impacted Class Member rest breaks. Defendant countered it maintained a fully-compliant rest break
10 policy at all times, and it always provided the class members with the opportunity to take breaks
11 and thus met the requirements imposed by California law. Defendant further contended that it is
12 only liable if Plaintiff can prove, on a shift-by-shift basis, that Class Members actually did not take
13 a fully-compliant rest break based on Plaintiff's theory of liability advanced above. This arguably
14 would have made class certification more difficult and/or rendered trial unmanageable. [Brouillette
15 Decl., ¶ 17.]

16 The claims for unreimbursed business expenses under Labor Code § 2802 revolved around
17 Plaintiff's allegations that Casper required its non-exempt employees to use their personal cell
18 phones for business purposes including communicating with supervisors and co-workers, all without
19 reimbursement for these business expenses. Cochran v. Schwan's Home Services, Inc. (2014) 228
20 Cal. App. 4th 1137, 1144 (2014) ("[T]o be in compliance with section 2802, the employer must pay
21 some reasonable percentage of the employee's cell phone bill."). In response, Defendant argued
22 there was no need for employee's to use personal phones for legitimate work purposes, and that any
23 such use would have been purely for personal convenience. Thus, per Casper, use of personal
24 phones wasn't necessary and therefore not reimbursable. [Brouillette Decl., ¶ 18.]

25 Plaintiff's claims for penalties under Labor Code §§ 203 and 226 are derivative of the
26 underlying unpaid minimum and overtime wage and meal/rest break claims and, accordingly, they
27 would essentially rise or fall with Plaintiff's success or failure on her primary claims. Further,
28 Plaintiff had to account for the discretionary nature of such awards and the "good faith" and other

1 defenses available to Defendant. Defendant also raised a good faith defense to the waiting time
2 penalties as it applies to both meal/rest periods and underpaid overtime premiums. Amaral v. Cintas
3 Corp. No. 2, 163 Cal.App.4th 1157, 1203-4 (2008) (employer did not willfully fail to pay wages
4 under Labor Code § 203 even though the class prevailed on the merits for failing to pay living
5 wages). [Brouillette Decl., ¶ 19.]

6 As far as potential PAGA liability, by Plaintiff's assessment, the alleged aggrieved
7 employees theoretically would be entitled to penalties totaling about \$1,150,000 should Plaintiff
8 prevail on all claims, establish violations of the multiple Labor Code sections at issue, and secure
9 the maximum penalty on all issues. [Brouillette Decl., ¶ 20.] As with the class claims, Plaintiff
10 discounted the potential PAGA penalties based on Defendant's various defenses on the merits and
11 also accounted for the Court's wide discretion to reduce such penalties, or to decline to award
12 penalties at all. Labor Code § 2699(e)(2); Carrington v. Starbucks Corp. (2018) 30 Cal.App.5th
13 504 (trial court awarded penalties of \$5 per pay period after a bench trial, which decision was upheld
14 on appeal); In re Taco Bell Wage and Hour Actions (E.D. Cal. Apr. 8, 2016) 2016 U.S. Dist. LEXIS
15 48557 (PAGA penalties denied after trial). Accordingly, the Parties allocated \$40,000 to PAGA
16 penalties.

17 Plaintiff submits this amount is reasonable under the circumstances and in line with
18 comparable settlements in other wage and hour class actions in California. *E.g.*, Van Kempen v.
19 Matheson Tri-Gas, Inc. (N.D. Cal. Aug. 25, 2017) 2017 U.S. Dist. LEXIS 137182 (granting final
20 approval of \$5,000 PAGA penalty from \$370,000 settlement, or 1.4 percent of total settlement);
21 Slavkov v. First Water Heater Partners I (N.D. Cal. July 25, 2017) 2017 U.S. Dist. LEXIS 116303
22 (finding a \$7,500 PAGA payment reasonable when measured against the overall settlement of
23 \$345,000 and the possible weaknesses in plaintiffs' case, or 2.2 percent of total settlement).
24 Additionally, the LWDA has been informed of the terms of the PAGA portion of the settlement,
25 and will be able to weigh in as necessary. Jennings v. Open Door Mktg. Inc. (N.D. Cal. Oct. 3,
26 2018) 2018 U.S. Dist. LEXIS 171356, at *27 (approving settlement with PAGA penalties of 0.6%
27 where "[p]laintiffs [have] submitted the settlement agreement to the LWDA, and the LWDA has
28 not objected to the settlement.

1 Overall, Defendants raised various defenses to Plaintiff's claims on both class certification
2 and the merits that, if successful, could have negatively impacted Plaintiff's claims or potentially
3 reduced potential damages. Accordingly, Plaintiff faced significant risks going forward with this
4 litigation, and given the need to secure and maintain class certification, prevail at trial, and deal
5 with post-trial appeals, it would have taken years to realize any recovery in this action. [Brouillette
6 Decl., ¶ 21.]

7 The settlement obviates the significant risk that this Court may find any kind of class
8 resolution unachievable or might deny certification of all or some of Plaintiff's claims.
9 Furthermore, even if Plaintiff obtained certification of all or some of the claims, continued
10 litigation would be expensive as the parties pursued merits discovery, a probable motion to
11 decertify, as well as trial and possible appeals, and would substantially delay any recovery by the
12 class with no assurance of recovering significantly more than the proposed settlement. Overall,
13 while Plaintiff is confident in the merits of her claims, a legitimate controversy exists as to each
14 cause of action. Plaintiff also recognizes proving the amount of wages and penalties due each
15 Class Member would be an expensive and uncertain proposition. [Brouillette Decl., ¶ 22.]

16 Plaintiff and counsel discounted the value of the class claims consistent with the risks
17 discussed above, and carefully weighed the likelihood of the class receiving substantially greater
18 benefit if the litigation continued. Plaintiff and counsel concluded – in light of these very real and
19 substantial risks – settlement on the proposed terms and without prolonged and costly litigation
20 was in the best interests of the class. The overall \$295,000 recovery represents a significant
21 percentage of Defendants' potential exposure and, given the multiple litigation risks addressed
22 above, a total recovery for the class of \$295,000 with an average award of some \$906 per class
23 member, is a fair result within the range of reasonableness considering all potential outcomes.
24 [Brouillette Decl., ¶¶ 21-23.]

25 Importantly, the mere fact that a settlement does not provide the same recovery as might be
26 achieved at trial is not a proper indicator of whether the settlement is fair, reasonable, and
27 adequate. Wershba, 91 Cal.App.4th at 246, 250 (“even if the relief afforded by the proposed
28 settlement is substantially narrower than it would be if the suits were to be successfully litigated,

1 this is no bar to a class settlement because the public interest may indeed be served by a voluntary
2 settlement in which each side gives ground in the interest of avoiding litigation”); 7-Eleven
3 Owners for Fair Franchising v. Southland Corp. (2000) 85 Cal.App.4th 1135, 1150 (“The fact that
4 a proposed settlement may amount to only a fraction of the potential recovery does not, in and of
5 itself, mean that the proposed settlement is grossly inadequate and should be disapproved”); Lane
6 v. Facebook, Inc. (9th Cir. 2012) 696 F.3d 811, 819 (“[T]he question whether a settlement is
7 fundamentally fair . . . is different from the question whether the settlement is perfect in the
8 estimation of the reviewing court”). Importantly as well, the proposed settlement is non-
9 reversionary and will provide benefits to the Class Members without a claims process. White, 803
10 F.Supp.2d at 1098; c.f., Federal Judicial Center, Managing Class Action Litigation: A Pocket
11 Guide for Judges (3d ed. 2010) at 20, available at
12 www.fjc.gov/sites/default/files/2012/ClassGd3.pdf (reversionary provisions and/or cumbersome
13 claims process may indicate lack of fairness). Plaintiff and her counsel submit the settlement is
14 within the “range of reasonableness,” and is fair and adequate for the Class.

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

16 The service payment provided to Plaintiff as the class representatives is typical in class action
17 cases and reasonable. Rodriguez v. W Publ'g Corp. (9th Cir. 2009) 563 F.3d 948, 958-59 (incentive
18 awards are “intended to compensate class representatives for work done on behalf of the class, to
19 make up for financial or reputational risk undertaken in bringing the action, and, sometimes, to
20 recognize their willingness to act as a private attorney general.”). She devoted time and resources
21 to the litigation, provided documents, assisted Class Counsel with investigating the claims asserted
22 and in preparing for mediation. The proposed \$10,000.00 enhancement is reasonable in recognition
23 of her time spent on this matter, the risks she undertook on behalf of the class, and the benefit
24 conferred to the class, as addressed in her declaration filed at preliminary approval. See Staton v.
25 Boeing (9th Cir. 2003) 327 F.3d 938, 977 (collecting cases awarding class representatives service
26 and incentive payments ranging from \$2,000 to \$25,000). If the Court approves less than the above
27 amount, the difference will remain in the Net Settlement Amount for distribution to the Participating
28 Class Members. [Brouillette Decl., ¶ 24.]

1 **VI. SETTLEMENT ADMINISTRATION COSTS**

2 The settlement provides for a payment to Phoenix for its services as the Settlement
3 Administrator. As set forth in the Declaration of Yami Burns, Phoenix has performed and will
4 continue to perform its required duties through final distribution of the settlement funds and
5 incurred \$7,500.00 in fees and expenses. [Burns Decl., ¶ 15; Exh. B.] Accordingly, Plaintiff
6 respectfully requests the Court approve payment of \$7,500 to Phoenix from the GSA. [Brouillette
7 Decl., ¶ 25.]

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

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

11 This Court has discretion over the amount of attorneys' fees awarded and court
12 approval is required for Class Counsel's fees. Cal. Rule of Court 3.769; Levy v. Toyota
13 Motor Sales, U.S.A. (1992) 4 Cal.App.4th 807, 813; Lealao v. Beneficial Cal., Inc. (2000) 82
14 Cal.App.4th 19. In defining a reasonable fee, the Court should attempt to mimic the
15 marketplace for cases involving significant contingent risk, such as this one. Deposit
16 Guaranty Nat'l Bank, Jackson, Miss. v. Roper (1980) 445 U.S. 326, 338, rehg. den. 446 U.S.
17 947; Lealao, 82 Cal.App.4th at 49-50 (court should attempt "to award the fee that informed
18 private bargaining, if it were truly possible, might have reached" in determining a reasonable
19 fee, and a fee award should approximate a "range of fees freely negotiated in comparable
20 litigation"). Here, Class Counsel's request for attorney's fees and costs is reasonable and
21 justified by the work performed, the benefits obtained, and the contingent risk assumed.

22 As addressed in detail above, at the time the parties reached the tentative settlement
23 success for Plaintiff and the putative class was far from certain. Plaintiff faced a real risk that
24 some or all the claims would not be certified for class treatment, as Defendant had strong
25 arguments that its compensation policies were legal and properly compensated the class
26 members. Even if Plaintiff certified some or all of the claims and ultimately prevailed on the
27 merits, it undoubtedly would have taken several years to realize any recovery while they
28 pursued class certification, trial, and an almost certain appeal. [Brouillette Decl., ¶¶ 14-20.]

1 Nonetheless, Plaintiff succeeded and expeditiously obtained the relief she set out to
2 obtain, and the settlement provides substantial cash payments to Class Members, with an
3 average award of about \$906, and with a maximum award of over \$2,400. Importantly as
4 well, the Class Members have been overwhelmingly supportive of the Settlement – as of the
5 filing of this motion, there are no objections to the settlement and no opt outs. [Burns Decl.,
6 ¶¶ 8-9.]

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

8 The United States Supreme Court has ruled the parties to a class action properly may
9 negotiate not only the settlement of the action itself but also the payment of attorney's fees.
10 Evans v. Jeff D. (1986) 475 U.S. 717, 734-35, 738, fn. 30.) In Hensley v. Eckerhart (1983)
11 461 U.S. 424, 437, the Supreme Court explained that negotiated, agreed-upon attorney's fee
12 provisions are the ideal towards which the parties should strive: "A request for attorney's fees
13 should not result in a second major litigation. Ideally, of course, litigants will settle the
14 amount of a fee." The United States Supreme Court has reemphasized this policy and further
15 stressed trial courts have "a responsibility to encourage agreement" on fees. Blum v. Stenson
16 (1984) 465 U.S. 886, 902 n.19.

17 As part of the Settlement, Defendants agreed not to object to an award of no more than
18 1/3 of the GSA for attorney's fees, or \$98,333.33, and up to \$12,500 in reimbursement for
19 litigation costs and expenses (only \$11,339.61 is requested). Such a fee is commensurate with
20 what the market would provide for similar services and the Court therefore can most certainly
21 enforce the agreement. As California's Court of Appeal has instructed:

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

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

27 Here, the parties did not negotiate the inclusion of attorney's fees until after extensive
28 arms-length bargaining regarding relief to the Class was completed. [Brouillette Decl.,

¶ 26.] The requested fee and cost award was a product of these arms-length negotiations and fairly reflects the marketplace value of the services rendered by Class Counsel in this case. As a result, the fee agreed to by the parties should be approved.

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

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

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

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

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

In determining a reasonable common fund fee award, courts should also consider the fact that fees serve as an economic incentive for lawyers to bring class action litigation to achieve increased access to the judicial system for meritorious claims and to enhance deterrents to wrongdoing. Conte, Attorney Fee Awards (2d ed. 1993) § 104. Without prosecution on a contingent basis and use of the class action mechanism, the courthouse door

1 would effectively be closed to most class members due to the relatively small size of their
2 individual claims in relation to the enormous time and cost associated with class action
3 litigation.

4 Here, Class Counsel seek a fee award for their successful prosecution and resolution of
5 this action of 1/3 of the total amount recovered by the Class via the lawsuit, or \$98,333.33.
6 The percentage requested is justified for the reasons set forth further below, comports with
7 this Court's standard fee award as set forth in the Preliminary Approval Order, and further is
8 in line with fee awards calculated on a percentage-of-the-benefit basis. Indeed, review of
9 class action settlements shows that courts have historically awarded fees in the range of 20 to
10 50 percent, depending upon the circumstances of the case. In re Warner Communications Sec.
11 Litig. (S.D.N.Y. 1985) 618 F.Supp. 735, 749-50 (concluding that percentage fees in common
12 fund cases range from 20 to 50 percent); Newberg, Newberg on Class Actions (3d ed.) §
13 14.03, pp. 13-14 ("Usually 50% of the fund is the upper limit on a reasonable fee award from
14 a common fund in order to assure that the fees do not consume a disproportionate part of the
15 recovery obtained for the class, although somewhat larger percentages are not
16 unprecedented.").

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

18 To ensure the fairness of an attorney's fee award, courts frequently conduct a lodestar
19 cross check of counsel's fees. "A lodestar cross-check thus provides a mechanism for bringing
20 an objective measure of the work performed into the calculation of a reasonable attorney fee."
21 Laffitte, 1 Cal.5th at 504. Here, Class Counsel spent 119.7 hours of time on this matter,
22 resulting in a modest and very reasonable lodestar of \$90,965.

23 As is fully detailed in the Brouillette Declaration, Class Counsel's efforts included:
24 (1) extensive pre-lawsuit investigation of the claims of Plaintiff and the putative class, including
25 legal research, obtaining Plaintiff's employment records, research into similar claims and claims
26 against other employers in the same industry, and attempts to locate and contact other employees
27 of Defendants; (2) drafting a PAGA notice letter; (3) drafting the initial complaint and related
28 documents; (4) case management, including communications with defense counsel, meeting and

1 conferring/preparing case management statements, etc.; (5) lengthy discussions with defense
2 counsel regarding settlement/mediation and informal discovery needed for meaningful settlement
3 discussions; (6) engaging in substantial informal discovery, including propounding informal
4 discovery “requests” and reviewing documents and other information produced; (7) drafting a
5 mediation brief and accompanying damages model after review and analysis of defendant’s
6 informal discovery production; (8) attending an all-day mediation; (9) negotiating and drafting the
7 settlement agreement and related documents; (10) drafting the amended complaint; (11) drafting
8 the motion for preliminary approval and supplemental papers re: changing the notice period; (12)
9 administration of the settlement, communications with the Settlement Administrator and
10 settlement class members; (13) drafting the motion for final approval and motion for attorney’s
11 fees, and attending the final approval hearing; and (14) extensive communications with the
12 Plaintiff regarding case status, case investigation and document review, mediation, and settlement
13 terms. Additionally, Class Counsel will incur additional time to attend the final approval hearing
14 and following final approval to, inter alia, respond to class member inquiries, work with the
15 Settlement Administrator on the distribution of settlement funds, and on the compliance hearing.
16 [Brouillette Decl., ¶ 27, Exh. 2.]

17 In pursuing this matter, Class Counsel incurred total attorney’s fees of \$90,965, and
18 the lodestar is based on a very reasonable number of hours worked to litigate this matter to a
19 successful conclusion (119.7 attorney hours), and the requested attorney hourly rates are
20 reasonable and comport with hourly rates charged by other attorneys with similar experience in
21 this practice area in California. [Brouillette Decl., ¶¶ 28-45.] On a lodestar basis, the fee request
22 of \$500,000 results in a multiplier of 1.08, which is a modest enhancement entirely in line
23 with California law. [Id.] Indeed, California courts routinely approve multipliers in the in the
24 2-4 range to compensate for the time and risk of class action cases. Chavez v. Netflix, Inc.
25 (2008) 162 Cal.App.4th 43, 66 (affirming attorneys' fee award including an upward multiplier
26 of 2.5); Wershba, 91 Cal.App.4th at 255 ("Multipliers can range from 2 to 4 or even higher.");
27 City of Oakland Oakland Raiders (1988) 203 Cal.App.3d 78, 85 (affirming a multiplier of
28 2.34).) Class Counsel submits that the requested 1.08 multiplier effectively operates to show

1 that the percentage fee request is reasonable considering the challenges presented in this
2 contingency fee matter, and appropriately compensates Class Counsel for the contingent risk
3 assumed and delay in payment during the 2+ years counsel has been representing Plaintiffs.
4 Thus, the multiplier results in a fee constituting a fair return on the contingency.

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

7 What has now emerged in most fee award decisions is the recognition that fee
8 determinations in both common fund and statutory fee situations are incapable of
9 mathematical precision because of the intangible factors that must be resolved in the court's
10 discretion based on the circumstances of each particular case. Conte, § 207, p. 44. In
11 determining an appropriate fee in a common fund case, a Court must decide, based on the
12 unique posture of each case, what percentage of the common fund would most reasonably
13 compensate Class Counsel given the nature of the litigation and the performance of counsel.
14 Paul, Johnson, Alston & Hunt v. Gaulty (9th Cir. 1989 886 F.2d 268, 272) (the benchmark
15 percentage fee may be adjusted to account for the circumstances involved in a case).

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

20 **1. The Results Achieved.**

21 Class Counsel obtained an excellent result in this case for the Class Members. The
22 Settlement provides real monetary benefits to the Class Members, and the Settlement is
23 particularly advantageous to the Class Member because the proceeds will be distributed
24 shortly as opposed to waiting additional years for a similar, or possibly, less favorable result.
25 Considering many individual claims would be very modest and would not be cost-effective to
26 pursue successfully, the Settlement provided them with fair compensation for their claims.
27 Moreover, the absence of any objection to either the Settlement or the attorney's fee request
28 bolsters the excellent results. Indeed, the approval of the Class is overwhelming as indicated

1 by the fact that only one class member opted out. Additionally, the settlement amounts to a
2 substantial percentage of the maximum value of the amount the Class might have obtained if
3 it had tried the case and recovered on all theories seeking recovery of wages and penalties.
4 "It is well-settled law that a cash settlement amounting to only a fraction of the potential
5 recovery does not per se render the settlement inadequate or unfair." In re Omnivision Techs.,
6 Inc., 559 (N.D. Cal. 2008) F.Supp.2d 1036, 1042.

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

8 At the time of filing the complaint, Class Counsel recognized that they would have to
9 expend a substantial amount of time and advance significant costs to prosecute a statewide
10 class action suit with no guarantee of compensation or reimbursement, in the hope of
11 prevailing against a sophisticated company represented by first-rate attorneys. Despite
12 their belief in the merits of Plaintiff's claims, they also knew they faced substantial risks of
13 class certification and the ability to prove class-wide and individual damages. In light of the
14 highly uncertain nature of this suit, Class Counsel also bore the risk that Defendant would dig
15 in and attempt to bury their small firm in work. Given the small size of Class Counsel's firm,
16 not receiving any compensation for several years while simultaneously advancing litigation
17 costs posed considerable risk and difficulty. [Brouillette Decl., ¶¶ 46-47.]

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

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

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28 /////

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

2 There is a substantial difference between the risk assumed by attorneys being paid
3 by the hour and attorneys working on a contingent fee basis. The attorney being paid by
4 the hour can go to the bank with his fee. Powers v. Eichen (9th Cir. 2000) 229 F.3d 1249,
5 1256. The attorney working on a contingent basis can only log hours while working
6 without pay towards a result that will hopefully entitle him to a market fee considering
7 the risk and other factors of the undertaking. Id. at 1257. Otherwise, the contingent fee
8 attorney receives nothing. Id. In this case, Class Counsel subjected themselves to this
9 risk in this all or nothing contingent fee case wherein the necessity and financial burden
10 of private enforcement makes the requested award appropriate.

11 Counsel retained on a contingency fee basis, whether in private matters or in class
12 action litigation, is entitled to a premium beyond their standard, hourly, non-contingent
13 fee schedule to compensate for both the contingent risk assumed and the delay in
14 payment. The simple fact is that despite the most vigorous and competent of efforts,
15 success is never guaranteed. McKittrick v. Gardner (4th Cir. 1967) 378 F.2d 872, 875.
16 Indeed, if counsel is not adequately compensated for the risks inherent in difficult class
17 actions, competent attorneys will be discouraged from prosecuting similar cases.
18 Ketchum v. Moses (2001) 24 Cal.4th 1122, 1132-33; Cazares v. Saenz (1989) 208
19 Cal.App.3d 279, 287.

20 Here, the contingent fee practices of Plaintiff's counsel simply do not accommodate
21 the investment of unnecessary time in a case, and the adverse resolution of any one of several
22 difficult issues present in this matter could have doomed the entire effort. As discussed, the
23 attorney's fees in this case were not only contingent but fairly risky, and there was always a
24 chance Plaintiff's counsel would receive nothing for any number of reasons. [Brouillette
25 Decl., ¶¶ 46-47.] Accordingly, the contingent nature of the fee and the financial burdens on
26 Class Counsel and Plaintiff also support the fee requested.

27 /////

28 /////

1 **5. Awards in Other Cases**

2 As discussed, the attorney's fees requested by Class Counsel are within the range of
3 fees awarded in comparable cases, and review of class action settlements over the past 10
4 years shows that the courts have historically awarded fees in the range of 20 to 50 percent,
5 depending upon the circumstances of the case. In re Warner Communications Sec. Litig.
6 (S.D.N.Y. 1985) 618 F.Supp. 735, 749-50 (concluding that percentage fees in common fund
7 cases range from 20 to 50 percent); Newberg, Newberg on Class Actions (3d ed.) § 14.03, pp.
8 13-14 ("Usually 50% of the fund is the upper limit on a reasonable fee award from a common
9 fund in order to assure that the fees do not consume a disproportionate part of the recovery
10 obtained for the class, although somewhat larger percentages are not unprecedented."). Class
11 Counsel's requested fees equal to 1/3 of the gross amount recovered on behalf of the class and
12 are well within the range of reasonableness under either the percentage of the recovery or the
13 lodestar method in light of the contingent risk assumed, the delay in payment, the result
14 achieved, and the overall quality of the representation.

15 **F. Class Counsel's Costs and Expenses are Reasonable**

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

26 Per the Brouillette Declaration, Class Counsel incurred a total of \$11,339.61 in
27 expenses in connection with this matter. These expenses include amounts paid for court
28 filing fees, service of process, postage, expert fees, and mediation fees, all of which are

1 costs normally billed to and paid by the client. These costs were reasonably incurred in
2 the prosecution of this matter, and should be reimbursed in full. Plaintiff respectfully
3 requests that the Court authorize reimbursement of counsel's costs in the amount of
4 \$11,339.61. [Brouillette Decl., ¶¶ 48-49.]

5 **VIII. CONCLUSION**

6 For all the foregoing reasons, Plaintiff Anjolie Tate respectfully requests that the Court
7 grant this motion and grant final approval of the proposed class action settlement and approve the
8 payment of PAGA penalties to the State. Plaintiff further requests the Court approve payment of
9 the Settlement Administrator's fees and expenses, approve the requested class representative
10 enhancement payment, approve the award of attorney's fees and costs as requested, and enter
11 judgment in this action. Finally, Plaintiff request the Court set a final compliance hearing for May
12 28, 2026, or a later date convenient for the Court.

13
14 Dated: May 7, 2025

CROSNER LEGAL, PC

15
16 

Brandon Brouillette, Esq.

Zach Crosner, Esq.

Attorneys for Plaintiff Anjolie Tate, on behalf of themselves
and all others similarly situated