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Attorneys for Plaintiff and the Settlement Class

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN DIEGO

AMANDA SIRA, individually, and on behalf of other members of the general public similarly situated and on behalf of other aggrieved employees pursuant to the California Private Attorneys General Act;

Plaintiff,

vs.

FOUNDATION PARTNERS GROUP, LLC, a Delaware limited liability company; and DOES 1 through 100, inclusive,

Defendant.

Case No.: 37-2023-00036172-CU-OE-CTL

Honorable James A. Mangione
Department 75

<u>CLASS ACTION</u>

PLAINTIFF'S NOTICE OF MOTION AND MOTION FOR ATTORNEYS' FEES, ATTORNEYS' COSTS, AND ENHANCEMENT AWARD; MEMORANDUM OF POINTS AND AUTHORITIES

[Declaration of Settlement Administrator (Yami Burns); Declaration of Class Counsel (Selena Matavosian); Declaration of Class Representative (Amanda Sira); Notice of Motion and Motion for Final Approval of Class Action and PAGA Settlement; [Proposed] Order Granting Final Approval of Class Action and PAGA Settlement and Judgment; and [Proposed] Order Awarding Attorney's Fees, Attorneys' Costs, and Enhancement Award filed concurrently herewith]

Date:	April 11, 2025
Time:	9:00 a.m.
Department:	75

Complaint Filed:	August 21, 2023
FAC Filed:	December 18, 2023
Trial Date:	None Set

PLEASE TAKE NOTICE that on April 11, 2025 at 9:00 a.m. or as soon thereafter as the matter may be heard before the Honorable James A. Mangione in Department 75 of the Superior Court of California for the County of San Diego, located at 330 West Broadway, San Diego, California 92101, Plaintiff Amanda Sira ("Plaintiff" or "Class Representative") will, and hereby does, move for an order awarding the following pursuant to the Joint Stipulation of Class Action and PAGA Settlement and Release Between Plaintiff and Defendant ("Settlement," "Agreement," or "Settlement Agreement"):

- Payment in the amount of **$280,000.00** to Lawyers *for* Justice, PC ("Class Counsel"), representing thirty-five percent (35%) of the Maximum Settlement Amount, for attorneys' fees, which is reasonable and justified on a percentage-basis and also based on a lodestar cross-check with a multiplier of 1.17;
- Payment in the amount of **$8,449.74** to Class Counsel for reimbursement of litigation costs and expenses; and
- Payment in the amount of **$7,500.00** to Plaintiff Amanda Sira, as an Enhancement Award, for her time and effort in representing the Settlement Class.

This motion is made pursuant to Rules 3.769, 3.764, and 3.1113(e) of the California Rules of Court, which require approval by the Court of a class action settlement, allow memoranda in support of a motion for class certification to be up to twenty (20) pages, and permit the Court to extend the page limit for memoranda.

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This motion is based upon the following Memorandum of Points and Authorities; the concurrently-filed the Declarations of Class Counsel (Selena Matavosian) and Class Representative (Amanda Sira) in support thereof; as well as the concurrently-filed Notice of Motion and Motion for Final Approval of Class Action and PAGA Settlement and the Declaration of Settlement Administrator (Yami Burns of Phoenix) in support thereof; the pleadings and other records on file with the Court in this matter; and such evidence and oral argument as may be presented at the hearing on this Motion.

Dated: March 19, 2025

LAWYERS *for* JUSTICE, PC

By: ______________________________

Selena Matavosian
Attorneys for Plaintiff and the Settlement Class

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MEMORANDUM OF POINTS AND AUTHORITIES

I. SUMMARY OF MOTION

Plaintiff Amanda Sira ("Plaintiff" or "Class Representative") seeks an award of attorneys' fees in the amount of $280,000.00, which is thirty-five percent (35%) of the Maximum Settlement Amount, and reimbursement of litigation costs and expenses in the amount of $8,449.74 to Lawyers *for* Justice, PC ("Class Counsel") and an Enhancement Award in the amount of $7,5000.00 to Plaintiff, as provided by the Joint Stipulation of Class Action and PAGA Settlement and Release Between Plaintiff and Defendant ("Settlement," "Agreement," or "Settlement Agreement")[1] entered into by and between Plaintiff and Defendant Foundation Partners Group, LLC ("Defendant") (together with Plaintiff, the "Parties").

The litigation involved informal discovery and ongoing investigation into the facts of the case, including and not limited to, the exchange, review, and analysis of a large volume of information, documents, and data prior to the private mediation conducted by Russ J. Wunderli, Esq., and extensive settlement negotiations. This matter has required **240.50 hours** of attorney time by Class Counsel. As will be demonstrated herein, the request for an award of attorneys' fees, which represents 35% of the Maximum Settlement Amount of $800,000.00, is fully supported by the use of the percentage-fee method. Courts have historically awarded fees of up to 50% of the recovery. The requested attorneys' fees are also supported under the lodestar cross-check method.[2]

Plaintiff also moves for payment in the amount of $7,500.00 as an Enhancement Award, to compensate Plaintiff for the time and efforts that she expended spearheading this lawsuit on behalf of the Settlement Class, PAGA Members, and the State of California.

The requests for attorneys' fees, litigation costs and expenses, and Enhancement Award were fully disclosed in the Notice of Proposed Class Action and PAGA Settlement, and Hearing Date for Final Court Approval of Settlement ("Class and PAGA Notice") that was mailed to the Class Members on December 13, 2024. Most importantly, as of the date of this Motion, *not a single*

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[1] In the interest of judicial efficiency, and in support of final approval of the Settlement, settlement administration expenses, and the Private Attorneys General Act ("PAGA") penalties allocation, Plaintiff respectfully refers the Court to Plaintiff's Motion for Final Approval of Class Action and PAGA Settlement, and papers in support thereof, filed concurrently herewith, on March 19, 2025.

[2] Applying a reasonable rate of $1,000 to 240.50 hours of work performed by Lawyers *for* Justice, PC and a modest multiplier of 1.17, the total enhanced lodestar fees are $281,385.00, and Class Counsel seeks an attorneys' fees award of $280,000.00.

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Class Member has objected to the class action portion of the Settlement, including the requested attorneys' fees, litigation costs and expenses, Enhancement Award, settlement administration expenses, or the PAGA penalties allocation. Accordingly, the Court should award attorneys' fees, litigation costs and expenses, and Enhancement Award in the amounts as fully disclosed to the Settlement Class and as requested herein.

II. PROCEDURAL HISTORY AND FACTUAL BACKGROUND

Defendant provides funeral, cemetery and cremation services. Plaintiff Amanda Sira was a former employee of Defendant.

On June 15, 2023, Plaintiff Amanda Sira provided written notice by online submission to the California Labor and Workforce Development Agency ("LWDA") and by certified mail to Defendant and former defendant Mission Mortuary of the specific provisions of the California Labor Code that were alleged to be violated ("LWDA Notice").

On August 21, 2023, Plaintiff filed a Class Action Complaint for Damages ("Original Complaint") in the Superior Court of California for the County of San Diego ("Court"), thereby commencing the above-captioned lawsuit entitled *Amanda Sira v. Foundation Partners Group, LLC, et al.*, Case No. 37-2023-00036172-CU-OE-CTL ("Action").

On August 21, 2023, Plaintiff filed a Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, *Et Seq.* ("PAGA Complaint"), against Defendant and former defendant Mission Mortuary in the Court, thereby commencing the lawsuit entitled *Amanda Sira v. Foundation Partners Group, LLC, et al*., Case No. 37-2023-00036177-CU-OE-CTL ("PAGA Action").

On October 26, 2023, Defendant filed an Answer to the Original Complaint.

On October 26, 2023, Defendant filed an Answer to the PAGA Complaint.

On November 7, 2023, Plaintiff filed a Notice of Settlement of Entire Case in the Action.

On November 7, 2023, Plaintiff filed a Notice of Settlement of Entire Case in the PAGA Action.

On December 18, 2023, Plaintiff filed a First Amended Class Action Complaint for Damages and Enforcement Under the Private Attorneys General Act, Cal. Labor Code § 2698, *Et*

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Seq. ("Operative Complaint") in the Action, thereby consolidating the claims alleged in the Action and PAGA Action into a single consolidated complaint.

On January 3, 2024, Plaintiff filed a Request for Dismissal in the PAGA Action, and on January 3, 2024, the Court dismissed the PAGA Action.

On January 19, 2024, Defendant filed an Answer to the Operative Complaint.

Plaintiff's core allegation is that Defendant has violated the California Labor Code by engaging in a uniform practice and procedure, with respect to Plaintiff and the Class Members, of, *inter alia*, failing to pay all overtime and minimum wages, failing to provide compliant meal and rest periods and associated premium pay, failing to timely pay wages during employment and upon termination of employment, failing to provide compliant wage statements, failing to maintain requisite payroll records, and failing to reimburse necessary business expenses, and thereby engaged in unfair business practices in violation of California Business and Professions Code section 17200, *et seq.* and conduct that gives rise to penalties pursuant to PAGA.

Defendant has denied, and continues to deny, any liability and wrongdoing of any kind associated with any of the allegations in the Action, and further denies that the Action is appropriate for class treatment or representative adjudication for any purpose other than for settlement purposes only.

The Parties have actively litigated the Action since it was commenced on August 21, 2023. On November 2, 2023, the Parties participated in a private mediation conducted by Russ J. Wunderli, Esq., a well-regarded mediator experienced in mediating complex labor and employment matters. With the aid of the mediator's evaluation, the Parties ultimately reached the Settlement described herein to resolve the Action in its entirety.

On August 28, 2024, Plaintiff filed a Motion for Preliminary Approval of Class Action and PAGA Settlement ("Original Motion for Preliminary Approval") and supporting documents seeking approval of the Settlement reached by the Parties.

On September 20, 2024, the Court issued a tentative ruling, thereby raising multiple points of inquiry regarding the Original Motion for Preliminary Approval and requesting additional information in support of the Original Motion for Preliminary Approval ("September 20, 2024 Tentative Ruling").

On September 20, 2024, the Parties attended a hearing on the Original Motion for Preliminary Approval, wherein the Court inquired about the points of inquiry set forth in the September 20, 2024 Tentative Ruling, the Parties orally addressed the points and presented arguments, and the Court denied the motion without prejudice and continued the hearing date on the Original Motion for Preliminary Approval to October 25, 2024 at 9:00 a.m. in the Court ("September 20, 2024 Hearing").

On October 2, 2024, Plaintiff filed a Request for Dismissal of Plaintiff's Individual, Class, and PAGA Claims Against Defendant Mission Mortuary Without Prejudice and supporting documents, thereby addressing the issue raised at the September 20, 2024 Hearing.

On October 7, 2024, the Court entered an Order Dismissing Plaintiff's Individual, Class, and PAGA Claims Against Defendant Mission Mortuary Without Prejudice.

On October 2, 2024, Plaintiff filed a Renewed Motion for Preliminary Approval of Class Action and PAGA Settlement and supporting documents ("Renewed Motion for Preliminary Approval").

On October 25, 2024, the Court issued a tentative ruling, thereby granting Plaintiff's Renewed Motion for Preliminary Approval. On October 25, 2024, the Court entered an Order Granting Preliminary Approval of Class Action and PAGA Settlement ("Preliminary Approval Order").

Plaintiff now moves for final approval of the attorneys' fees, litigation costs and expenses, and Enhancement Award, and for final approval of the Settlement, settlement administration expenses, and the allocation for the PAGA penalties allocation, as set forth in the concurrently filed Motion for Final Approval of Class Action and PAGA Settlement.

III. SUMMARY OF THE SETTLEMENT TERMS AND NOTICE ADMINISTRATION

Under the terms of the Settlement Agreement, Defendant will pay a Maximum Settlement Amount of $800,000.00.[3] Subject to approval by the Court, the Net Settlement Amount will be

[3] Settlement Agreement, ¶ 15.c.

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calculated by deducting the following amounts from the Maximum Settlement Amount: (1) attorneys' fees and litigation costs and expenses in an amount of $280,000.00 (i.e., up to 35% of the Maximum Settlement Amount) and reimbursement of litigation costs and expenses of $8,449.74 to Class Counsel; (2) settlement administration expenses of $8,000.00 to the Settlement Administrator, Phoenix Settlement Administrators ("Phoenix" or "Settlement Administrator"); (4) Enhancement Award in the amount of $7,500.00 to Plaintiff; and (5) the amount of $80,000.00 allocated to penalties under PAGA, of which 75% (i.e., $60,000.00) will be distributed to the LWDA and 25% (i.e., $20,000.00) will be distributed to all Class Members who worked any hours for Defendant in California from March 13, 2022 through October 25, 2024 ("PAGA Period") ("PAGA Members").[4] .[5] In the event the allocations towards each of these categories are awarded in full, the Net Settlement Amount, which is estimated to be $416,050.26, will be distributed in accordance with the Settlement Agreement to all persons employed by Defendant in California as a non-exempt employee from July 17, 2019 through October 25, 2024 ("Class Period") and shall not include any person who previously settled or released any of the claims covered by the Settlement, any person who previously was paid or received awards through civil or administrative actions for the claims covered by the Settlement, or any person who submits a timely and valid Request for Exclusion as provided in the Settlement ("Class Members").[6]

On November 26, 2024, Phoenix received a data file from Defendant's counsel that contained each Class Members' and PAGA Members' names, last-known addresses, last-known telephone numbers, Social Security Numbers and the number of work weeks during the Class Period and the PAGA Period (collectively "Class Member and PAGA Member Information").[7] The final mailing list contained three hundred sixty-eight (368) individuals identified as Class Members.[8]

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[4] Settlement Agreement, ¶¶ 7 & 15.c.
[5] *Id*., ¶¶ 15.c.ii, 15.c.iv, 16, & 17.
[6] Settlement Agreement, ¶ 7. This amount is higher than the amount stated in Paragraph 14 of the accompanying Declaration of Yami Burns Regarding Notice and Settlement Administration ("Phoenix Declaration" or "Phoenix Decl.") because the Settlement Administrator's calculation assumes that Class Counsel will obtain litigation costs and expenses in the maximum amount of $25,000.00, which is allocated under the Settlement. However, Class Counsel seeks the amount of only $8,449.74 for reimbursement of litigation costs and expenses, and the difference of $16,550.26 will remain part of the Net Settlement Amount.
[7] Phoenix Decl., ¶ 4.
[8] Ibid.

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On November 27, 2024, Phoenix conducted a National Change of Address ("NCOA") search in an attempt to update and confirm the Class Member and PAGA Member Information addresses as accurately as possible.[9] A search of this database provides updated addresses for any individual who has moved in the previous four (4) years and notified the U.S. Postal Service of their change of address.[10] To the extent that an updated address was found in the NCOA database, the updated address was used for the mailing of the Class and PAGA Notice.[11] To the extent that no updated address was found in the NCOA database, the original address provided by counsel for Defendant was used for the mailing of the Class and PAGA Notice.[12]

On December 13, 2024, Phoenix mailed the Class and PAGA Notice via U.S. First Class Mail to all three hundred sixty-eight (368) individuals identified as Class Members in the Class Member and PAGA Member Information.[13]

As of the date of this Motion, sixteen (16) Class and PAGA Notices have been returned to Phoenix.[14] None were returned with a forwarding address.[15] For the sixteen (16) Class and PAGA Notices returned from the Post Office without a forwarding address, Phoenix attempted to locate a current mailing address using TransUnion TLOxp.[16] Of the sixteen (16) Class and PAGA Notices that were skip traced, thirteen (13) updated addresses were obtained and the Class and PAGA Notice was promptly re-mailed to those Class Members via first class mail.[17] There are (3) Class and PAGA Notices that remain undeliverable.[18]

As of the date of this Motion, the Settlement Administrator has not received any objections to the class action portion of the Settlement and only four (4) written requests to be excluded from the Settlement ("Request for Exclusion") from Class Members.[19]

To date, there are three hundred sixty-four (364) individuals who did not submit timely and valid Request for Exclusion and are therefore deemed to be Class Members, representing 98.91%

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[9] Phoenix Decl., ¶ 5.
[10] Ibid.
[11] Ibid.
[12] Ibid.
[13] *Id*., ¶ 6.
[14] *Id*., ¶ 7.
[15] Ibid.
[16] Ibid.
[17] Ibid.
[18] Ibid.
[19] *Id*., ¶¶ 9 & 10.

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of the Settlement Class.[20] Pursuant to the terms of the Settlement, the Net Settlement Amount of approximately $416,050.26 will be distributed to Class Members in accordance with the terms of the Settlement.[21] The highest Settlement Award is currently estimated to be $4,241.21 and the average Settlement Award is currently estimated to be $1,097.53.[22] The highest PAGA Award to a PAGA Member is currently estimated to be $138.93 and the average PAGA Award is currently estimated to be $63.49.[23]

IV. <u>THE ATTORNEYS' FEES AWARD REQUESTED BY CLASS COUNSEL IS FAIR AND REASONABLE AND SHOULD BE APPROVED.</u>

A. <u>Legal Standard for Attorneys' Fees in a Class Action Settlement.</u>

Trial courts have "wide latitude" in assessing the value of attorneys' fees and their decisions will "'not be disturbed on appeal absent a manifest abuse of discretion.'" *Lealao v. Beneficial Cal., Inc.* (2000) 82 Cal.App.4th 19, 41; *Ketchum v. Moses* (2001) 24 Cal.4th 1122, 1132 (The "experienced trial judge is the best judge of the value of professional services rendered in his court[.]"); *Cellphone Termination Fee Case*s (2009) 180 Cal.App.4th 1110, 1118. Where the amount of a settlement is a "certain easily calculable sum of money," California courts may calculate attorneys' fees as a reasonable percentage of the settlement. Weil and Brown, <u>California Practice Guide</u>, *Civil Procedure Before Trial*, Chapter 14, § 14:145; *see also Laffitte v. Robert Half Int'l Inc.* (2016) 1 Cal.5th 480, 503; *Dunk*, *supra*, 48 Cal.App.4th at 1808. The percentage-of-the-benefit approach is preferred in class and representative actions because "it better approximates the workings of the marketplace than the lodestar approach." *Lealao*, *supra*, 82 Cal.App.4th at 49.

California law provides that an attorneys' fees award should be equivalent to fees paid in the legal marketplace for the result achieved and risk incurred. *Id.* at 47-50; *Laffitte v. Robert Half Int'l, Inc.* (2016) 1 Cal.5th 480, 503. In *Lealao*, the court held that when an action leads to a recovery that can be "monetized" with a reasonable degree of certainty, the trial court should

[20] Phoenix Decl., ¶ 12.
[21] Settlement Agreement, ¶ 15.c. See also, n.6, *supra*.
[22] Phoenix Decl., ¶ 15. The actual average and highest Settlement Award to a Class Member will be larger than the amounts stated in the Phoenix Declaration because the Net Settlement Amount is larger due to Class Counsel's request for reimbursement of litigation costs and expenses in an amount that is less than $25,000.00 (the difference between the amount sought and the amount authorized under the Settlement, $8,449.74, will be part of the Net Settlement Amount). See n.6, *supra*.
[23] *Id.*, ¶ 17.

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"ensure that the fee awarded is within the range of fees freely negotiated in the legal marketplace in comparable litigation." *Lealao*, *supra*, 82 Cal.App.4th at 50. Fee awards that are too small will "chill the private enforcement essential to the vindication of many legal rights and obstruct the representative actions that often relieve the courts of the need to separately adjudicate numerous claims." *Lealao*, *supra*, 82 Cal.App.4th at 53.

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

Historically, courts have awarded fees as high as fifty percent (50%) of the settlement, depending on the circumstances of the case. Conte & Newberg, *Newberg on Class Actions* (4th Ed., 2002) § 14.03; *see also In re Ampicillin Antitrust Litig.* (D.D.C. 1981) 526 F.Supp. 494 (awarding attorneys' fees in the amount of 45% of the settlement amount of $7.3 million); *Beech Cinema, Inc. v. Twentieth-Century Fox Film Corp.* (S.D.N.Y. 1979) 480 F.Supp. 1195 (awarding approximately 53% of the settlement amount as attorneys' fees). California courts routinely approve class action attorneys' fees awards "averag[ing] around one-third of the recovery." *Chavez v. Netflix, Inc.* (2008) 162 Cal.App.4th 43, 66 n.11 (lower court found 20 to 40 percent range of contingency fee in marketplace was appropriate in class actions); *see also Laffitte*, 1 Cal.5th at 488 & 506 (approving fee award of 1/3 of common fund of $19 million).

B. <u>A Fee Award of a Percentage of the Entire Fund Is Appropriate.</u>

California and federal courts have long recognized that an appropriate method for determining the award of attorneys' fees is based on a percentage of the total value of benefits made available to class members by the settlement. *Laffitte*, 1 Cal.5th at 503; *Boeing Co. v. Van Gemert* (1980) 444 U.S. 472, 478; *Paul, Johnson, Alston & Hunt v. Graulty* (9th Cir. 1989) 886

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F.2d 268, 272; *Vincent v. Hughes Air West, Inc.* (9th Cir. 1977) 557 F.2d 759, 769; *Serrano v. Priest* (1977) 20 Cal.3d 25, 34.[24] The purpose of this equitable doctrine is to spread litigation costs proportionally among all the beneficiaries so that the active beneficiary does not bear the entire burden alone. See *Vincent*, *supra*, 557 F.2d at 769.

When a litigant's efforts result in a settlement from which others may derive benefits, the litigant may require the passive beneficiaries to compensate those whose efforts brought about the settlement. See, R. Pearle, *California Attorney Fee Awards* (CEB, 1993) § 7A, p. 5-7 (permitting attorneys' fees and costs to be paid out of the settlement or directly on behalf of the other parties enjoying the benefit of the settlement). Both state and federal courts have embraced this doctrine. See *Serrano*, *supra*, 20 Cal.3d at 35; *Crampton v. Takegoshi* (1993) 17 Cal.App.4th 308, 317; *Vincent*, *supra*, 557 F.2d at 769.

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

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

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[24] The California Supreme Court has urged trial courts to consider class action federal authority. *Green v. Obledo* (1981) 29 Cal.3d 126, 146; *Vasquez v. Superior Court* (1971) 4 Cal.3d 800, 821.

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

Under the terms of the Settlement Agreement, Defendant will pay the Maximum Settlement Amount of $800,000.00. The requested attorneys' fees are thirty-five percent (35%) of the total value of the monetary settlement (equal to $280,000.00). In light of Class Counsel's successful prosecution and resolution of the case, the requested attorneys' fees are appropriate and reasonable.

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

The percentage method is consistent with, and is intended to mirror, the practice in the private marketplace where contingent-fee attorneys typically negotiate percentage-fee arrangements with their clients. The named plaintiff's agreement to pay a contingent fee is powerful evidence of a reasonable fee. One of the best ways to demonstrate the value of counsel's work to the class is to review the consideration agreed to be paid by the named plaintiff. If the named plaintiff has employed counsel on a contingency-fee basis, it would indeed be inequitable for the members of the class, who will enjoy the benefits of the settlement without incurring the risks of bringing the claim, to pay less than the named plaintiffs. In this matter, Plaintiff has agreed to contingency fees of at least thirty-five percent (35%) of the recovery.[25]

[25] Matavosian Decl., ¶ 9.

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Furthermore, a percentage-fee award is not dependent on a determination of the actual amount claimed by those entitled—it is the creation of the settlement that is the crucial fact. In *Winslow v. Harold G. Ferguson Corp.*, the California Supreme Court expressly held that "it is equitable that [the attorney's] compensation and expenses should come from the entire fund saved for all classes concerned before it is distributed." *Winslow v. Harold G. Ferguson Corp.* (1944) 25 Cal.2d 274*,* 284. Likewise, *Lealao* expressly held that a percentage-based fee "may be calculated on the basis of the total fund made available rather than the actual payments made to the class." *Lealao*, *supra*, 82 Cal.App.4th at 51; *see also Boeing*, *supra*, 444 U.S. at 478 ("a litigant or a lawyer who recovers" a settlement "for the benefit of persons other than himself or his client is entitled to a reasonable attorneys' fee from the fund as a whole").

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

Class Counsel has obtained a substantial recovery on behalf of Plaintiff, the Settlement Class, PAGA Members, and the State of California, and the results achieved justify an attorneys' fees award that is the equivalent of the standard market fee and that is consistent with the contingency-fee agreement entered into by and between Plaintiff and Class Counsel. Thus, the requested attorneys' fees are appropriate.

C. <u>The Attorneys' Fees Award Requested by Class Counsel Is Reasonable Based on the Factors Considered in Determination of Fee Awards.</u>

In *Camden I Condominium Association, Inc. v. Dunkel*, the court identified twelve factors to be considered in determining whether fee awards are reasonable: (1) the time and labor required; (2) the novelty and difficulty of the questions involved; (3) the skill required to perform the legal services properly; (4) the preclusion of other employment by the attorney due to the acceptance of the case; (5) the customary fee; (6) whether the fee is fixed or contingent; (7) time limitation imposed by the client or the circumstances; (8) the amount involved and results obtained; (9) the

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experience, reputation and ability of the attorney; (10) the undesirability of the case; (11) the nature and length of the professional relationship with the client; and (12) awards in similar cases. *Camden I Condominium Association, Inc. v. Dunkel* (11th Cir. 1991) 946 F.2d 768, 772.

Each and every one of these factors favors the attorneys' fees sought here; however, some of the most relevant factors to this Court's fee determination will be addressed herein. The award of attorneys' fees in the amount of $280,000.00 (which is 35% of the Maximum Settlement Amount) is commensurate with the time, effort, and expense dedicated to the cases, the contingent nature of Class Counsel's fee and the risks taken in commencing the cases, the skill and determination required, the results that Class Counsel have achieved, and the value of the settlement that Class Counsel has obtained for the Class Members.

1. Time & Labor.

Class Counsel used its experience and skills, and dedicated the full extent of resources, to litigate and bring this matter to a successful conclusion on behalf of the Settlement Class. Moreover, as demonstrated in the supporting declarations, Class Counsel has extensive experience in the handling of class actions and complex litigation cases.[26]

As outlined in the Declaration of Selena Matavosian, Class Counsel has fully and actively participated in litigation of this matter.[27] Prior to commencing the lawsuits, Class Counsel had conducted a significant amount of investigation into the factual and legal issues, Defendant's business, and its operations and employment policies, practices, and procedures.[28] During the litigation of the matter, Class Counsel had the opportunity to interview Plaintiffs and other Class Members; reviewed and analyzed a large volume of pages of information, documents, and data obtained from Defendant, Plaintiffs, and other sources; and prepared liability, damages, penalties, and valuation calculations.[29] Class Counsel also met and conferred with Defendant's counsel over the issues relating to pleadings, discovery, and the production of information, documents and data,

[26] Matavosian Decl., ¶¶ 13-19.
[27] *Id*., Exh. A.
[28] *Id*., ¶ 5.
[29] *Id*., ¶ 6.

among other things; engaged in settlement negotiations with Defendant's counsel; and prepared for and attended court proceedings, a mediation session, and settlement negotiations.[30]

Class Counsel has dedicated staffing and monetary resources necessary to prosecute this matter diligently and with maximum efficiency and has fully and actively participated in the litigation process. The Task and Time Chart, which is attached as EXHIBIT A to the accompanying Declaration of Selena Matavosian, set forth in detail the hours that Class Counsel has spent performing tasks on behalf of Plaintiff, the Settlement Class, and the State of California.[31] The Task and Time Chart is thorough and comprehensive, and was prepared so that the Court can peruse it without having to set forth each and every task in the body of this Motion. The Court is respectfully referred to the chart, which sets forth the history of the work performed by Class Counsel, commencing with the pre-filing analysis and research, and continuing up to settlement and final approval. Class Counsel has spent 240.50 hours performing tasks and to obtain a significant recovery on behalf of Plaintiff, the Settlement Class, PAGA Members, and the State of California.[32] These hours were required to bring this matter to its successful conclusion. In light of the value of time expended and the carrying of costs involved in litigating this matter, the requested attorneys' fees are fair, adequate, and reasonable.

2. The Skill Required to Perform Legal Services Properly.

The skill required to properly litigate the matter is evident not only in the results achieved, but in the steps necessary to reach those results. Defendant retained well-respected counsel to represent its defenses. More specifically, Defendant and its counsel felt very strongly about Defendant's ability to obtain a denial of certification and to prevail on the merits. Plaintiff and Class Counsel believed that they would have obtained class certification and prevailed at trial.

Class Counsel undertook significant investigation, analysis, and research prior to filing the cases, during the litigation, and prior to the private mediation. Class Counsel took steps to prepare the matter for class certification and representative adjudication and had every intention of taking the cases to trial on a class-wide basis if Defendant did not offer an appropriate class-wide

[30] Matavosian Decl., ¶ 6.
[31] *Id.,* Exh. A.
[32] *Id.*, ¶ 11.

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settlement. Despite all of the obstacles that had to be overcome, as demonstrated in the Declaration of Selena Matavosian, Class Counsel used its extensive experience in the handling of class action and complex wage-and-hour litigation matters in order to obtain the Settlement with maximum efficiency.[33]

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

The Settlement represents an excellent resolution of the Action, given the risks inherent in litigating the cases through certification proceedings, trial, and/or appeals. Had the matter not settled, Defendant would have vigorously challenged certifiability, manageability of representative adjudication, and liability. Defendant, however, faced risks if the Court certified a class and allowed a jury to decide the claims. Additionally, preparing the matter for trial would have been expensive for the Parties.

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

As a result of this litigation and extensive settlement negotiations, Defendant agreed to pay a Maximum Settlement Amount of $800,000.00 to settle the matter. After deducting the attorneys' fees ($280,000.00), litigation costs and expenses ($8,449.74), Enhancement Award ($7,500.00), settlement administration expenses ($8,000.00), and the allocation for PAGA penalties ($80,000.00) from the Maximum Settlement Amount, it is currently estimated that the Net Settlement Amount is approximately $416,050.26.[34] The Net Settlement Amount will be fully distributed in accordance with the terms of the Settlement. The highest Settlement Award is currently estimated to be $4,241.21 and the average Settlement Award is currently estimated to be

[33] Matavosian Decl., ¶¶ 13-19.
[34] Phoenix Decl., ¶ 14; see also, n.6, *supra*.

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$1,097.53.[35] The highest PAGA Award to a PAGA Member is currently estimated to be $138.93 and the average PAGA Award is currently estimated to be $63.49.[36] The Settlement offers significant monetary relief to the Class Members, the State of California, and PAGA Members.

4. Whether the Fee Is Fixed or Contingent.

Plaintiff entered into a contingency fee agreement with Class Counsel, and the representation of the Settlement Class provided by Class Counsel has been wholly contingent. Class Counsel took on the cases without knowing whether any recovery would be obtained. Class Counsel has invested 240.50 hours of time to obtain relief on behalf of Plaintiff, the Settlement Class, the State of California and PAGA Members.[37] Class Counsel has also incurred litigation costs and expenses in the amount of $8,449.74.[38]

Class Counsel has borne all of the risks and costs of litigation and will not receive any compensation until recovery is obtained.[39] Class Counsel is well-experienced in wage-and-hour class action and complex litigation and used that experience to obtain a great result.[40] The skill and determination that Class Counsel has shown, along with the results obtained, justify the requested attorneys' fees and litigation costs. Considering the amounts requested, the work performed, and the risks incurred, the requested fees and costs are reasonable and should be awarded.

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

> A contingent fee must be higher than a fee for the same legal services paid as they are performed. The contingent fee compensates the lawyer not only for the legal services he renders but for the loan of those services. A lawyer who both bears the risk of not being paid and provides legal services is not receiving the fair market value of his work if he is paid only for the second of these functions. If he is paid no more, competent counsel will be reluctant to accept fee award cases.

Cates v. Chiang (2013) 213 Cal.App.4th 791, 823 (internal quotes and citations omitted). Class Counsel litigated the case on a contingent basis with all of the concomitant risk factors inherent in such an uncertain undertaking. Had Class Counsel not been successful, the time that Class Counsel

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[35] Phoenix Decl., ¶ 15; see also, n.22, *supra*.
[36] *Id*., ¶ 17.
[37] Matavosian Decl., ¶ 11, Exh. A.
[38] *Id*., ¶ 20.
[39] Ibid.
[40] *Id*., ¶¶ 13-19.

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has devoted to litigating the case would have been for naught, and would not have produced any fee or any reimbursement of costs or expenses.

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

The results achieved, in light of the difficulties inherent in similar cases and the specific difficulties faced in this matter, are considerable. The Settlement has yielded a positive response from the Class Members—no Class Members objected to the class action portion of the Settlement.[41]

The court in *Camden* noted that, "a key element of the common fund case is that fees are […] taken from the fund […] and a common fund is itself the measure of success … [and] represents the benchmark on which a reasonable fee will be awarded." *Camden*, 946 F. 2d 768, fn. 28 (citing *Court Awarded Attorney Fees*, *Report of the Third Circuit Task Force* (October 8, 1985) 108 F.R.D. 237 and Newberg, *Attorney Fee Awards* § 2.07 (1986)).

Here, the results achieved and obtained on behalf of Plaintiff and the Settlement Class are reasonable in light of the risks inherent in further litigating this matter. Class Counsel's efforts have resulted in a settlement that provides for a Maximum Settlement Amount of $800,000.00.[42] The Maximum Settlement Amount will be fully paid out, in accordance with the terms of the Settlement Agreement. The highest Settlement Award is currently estimated to be $4,241.21 and the average Settlement Award is currently estimated to be $1,097.53.[43] The highest PAGA Award to a PAGA Member is currently estimated to be $138.93 and the average PAGA Award is currently estimated to be $63.49.[44]

6. *The Reputation and Ability of the Attorneys.*

Lawyers *for* Justice, PC is a recognized class action law firm that employed its attorneys' knowledge, skills, and experience in bringing this matter to a successful conclusion. Class Counsel has years of complex and class action litigation experience, has recovered millions of dollars on

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[41] Phoenix Decl., ¶ 10.
[42] Matavosian Decl., ¶¶ 5-8.
[43] Phoenix Decl., ¶ 15; see also, n.22, *supra*.
[44] *Id.*, ¶ 17.

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behalf of thousands of individuals in California, and has successfully handled numerous significant wage-and-hour class action and complex cases. [45]

D. <u>The Lodestar Methodology Also Justifies Approval of the Requested Fees, Because Class Counsel Has Performed Work That Is of Significant Value Based On Reasonable Hours and Prevailing Hourly Rates of Compensation.</u>

While the percentage-of-the-benefit approach is endorsed as the better approximation of the workings of the marketplace than the lodestar approach, courts may also use the lodestar method to "cross-check" the results of the other. See *Laffitte*, *supra*, 1 Cal.5th at 505 (explaining that "[a] lodestar cross-check is simply a quantitative method for bringing a measure of the time spent by counsel into the trial court's reasonableness determination"); see also, e.g., *Vizcaino*, 290 F.3d at 1050 ("[W]hile the primary basis of the fee award remains the percentage method, the lodestar may provide a useful perspective on the reasonableness of a given percentage award."). Importantly, "the lodestar calculation . . . does not override the trial court's primary determination of the fee as a percentage" of the settlement amount and "does not impose an absolute maximum or minimum on the potential fee award." *Laffitte*, *supra*, 1 Cal.5th at 505.

The lodestar is calculated based on reasonable hours at reasonable prevailing hourly rates for the attorneys. *Ketchum*, *supra*, 24 Cal.4th at 1131-32. Under California law, counsel is entitled to compensation for every hour reasonably spent on the matter. *Id.* at 1133.

1. The Number of Hours Spent on the Litigation was Reasonable.

The reasonableness of hours is assessed by "the entire course of the litigation, including pretrial matters, settlement negotiations, discovery, litigation tactics, and the trial itself[.]" *Vo v. Las Virgenes Municipal Water Dist.* (2000) 79 Cal.App.4th 440, 447.

As discussed above, the case was highly contested and required a significant amount of time and labor. Defendant made it clear very early on that it disputed all of the allegations of the cases and disputed that the cases were appropriate for class or representative treatment. Defendant raised affirmative defenses and denied liability, and the pursuit of the cases involved gathering and analyzing data not only from Defendant but also from the Class Members. The handling of the

[45] Matavosian Decl., ¶¶ 13-19.

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cases involved a great amount of effort, and also required and involved the exercise of a high level of skill, which Class Counsel has as a result of its extensive experience in employment class actions and complex wage-and-hour litigation. Long and difficult battles would have followed as the cases moved toward certification and trial, including taking and defending depositions of Defendant's Person Most Knowledgeable designees, percipient witnesses, and experts, propounding discovery requests and conducting additional document production, and engaging in extensive motion practice. As Class Counsel geared up for these battles, Class Counsel undertook intense preparation in an attempt to resolve the entire matter through mediation.

Class Counsel had to bring together a large volume of information, documents and data that were obtained from Defendant, Plaintiff, and through other sources. Class Counsel conducted extensive review and analysis of the information, documents and data to strategize the Action and to prepare for the private mediation and engage in settlement discussions.

As discussed above in Part IV.C.1, *infra*, attached to the Declaration of Selena Matavosian is a task and time chart that sets forth in detail the numerous tasks that Class Counsel performed on behalf of Plaintiff and the Settlement Class, and the time required for completing those tasks.[46] The chart demonstrates that Class Counsel has spent a total of 240.50 hours litigating the cases and finalizing the Settlement.[47] In light of the facts and circumstances of the cases, as well as the results that Class Counsel has achieved in the cases, Class Counsel has spent a reasonable number of hours on this matter. In addition, Class Counsel will continue to perform work on this matter through the date of final approval and in connection with the implementation of the Settlement.

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

Both California and federal courts recognize that attorneys should be compensated for providing representation on a contingency basis and for taking on the risks associated with said representation, as well as being provided with financial incentives to enforce important rights and protections like those at issue in this action. See *Ketchum*, *supra*, 24 Cal.4th at 1132-33. In awarding attorneys' fees, the aim is to mirror "the established practice in the private legal market

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[46] Matavosian Decl., Exh. A.
[47] *Id*., ¶¶ 11 & 12, Exh. A.

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of rewarding attorneys for taking the risk of nonpayment by paying them a premium over their normal hourly rates for winning contingency cases." See *id*.

Class Counsel has been actively involved in this matter, prior to its commencement and all the way up to the present, and Class Counsel's dedication to providing representation in the cases has precluded other employment. Here, Class Counsel bore the risk that, despite all of its efforts and skills employed, there may be no recovery. Ultimately, Class Counsel was successful in reaching a settlement of $800,000.00.

As set forth in the Declaration of Selena Matavosian, the professional backgrounds and experience of Class Counsel support reasonable rates of compensation at least $1,000 per hour for services provided by Class Counsel.[48] Lawyers *for* Justice, PC has been awarded attorneys' fees, compensating the firm at the blended rate of at least $1,000 per hour for legal services performed, by courts of this state.[49] While the circumstances of every case are unique, the fact remains that the work performed and efforts undertaken by Class Counsel on behalf of the Class Members justify the requested attorneys' fees.

3. The Risks Involved, Skill Required, Complexity of the Matter, and Results Obtained Warrant Upward Enhancement of the Lodestar.

Even when courts have opted to award fees in settlement fund cases based on time reasonably expended on the action, courts have generally awarded these fees based on the actual time expended (the lodestar) in conjunction with a multiplier of between 2 and 4. *Kerr v. Screen Extras Guild, Inc.* (9th Cir. 1975) 526 F.2d 67. Such a multiplier is warranted in this matter.

Courts frequently apply multipliers to enhance the lodestar to reflect the risks involved, the complexity of the litigation, and the other relevant facts. *Vizcaino*, 290 F.3d at 1051; *Graham v. DaimlerChrysler Corp*. (2004) 34 Cal.4th 553, 579 ("One of the most common fee enhancers [...] is for contingency risk."). Such an enhancement "mirrors the established practice in the private legal market of rewarding attorneys for taking the risk of nonpayment by paying them a premium over their normal hourly rates for winning contingency cases." *Vizcaino*, 290 F.3d at 1051; *accord Ketchum*, 24 Cal.4th at 1132-33. A risk multiplier also serves to bring the financial incentives for

[48] Matavosian Decl., ¶ 12.
[49] Ibid.

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enforcing important rights "into line with incentives [attorneys] have to undertake claims for which they are paid on a fee-for-services basis." *Ketchum*, 24 Cal. 4th at 1132.

In determining whether or not to enhance the lodestar, California courts take into account multiple factors, many of which were specifically addressed above in §§ VI.B-C, *infra*. See, *Cates* at 822-823. Multiple factors warrant enhancement in this case, including the following:

- The time and labor required
- The skill requisite to perform the legal services properly
- The preclusion of other employment by the attorney due to the acceptance of the case
- The contingent nature of the fee
- The amount involved and results obtained
- The experience, reputation, and ability of the attorney
- Awards in similar cases

Ketchum at 1134.

Adjustment of the base lodestar figure to compute an award of attorneys' fees for a claim under the California Labor Code is appropriate. See *Id.*, at 1135-1136; *Serrano v. Priest* (1977) 20 Cal.3d 25, 48-49. "The lodestar is calculated by multiplying the reasonable hours expended by a reasonable hourly rate. The court may then enhance the lodestar with a multiplier, if appropriate." *Wershba*, *supra*, 91 Cal.App.4th at 254. In the first stage of the lodestar adjustment method, the trial court determines the reasonable hourly rate of compensation for counsel, which it then multiplies by the number of hours the court finds were reasonably spent preparing the case, to obtain the lodestar figure. *Ketchum*, *supra*, 24 Cal.4th at 1131-1132. The lodestar figure is the "basic fee for comparable legal services in the community" based upon the "hourly amount to which attorneys of like skill in the area would typically be entitled." *Id.*, at 1132-1133 (quotation marks and citation omitted).

As discussed above, this was a highly contested matter which required an extensive amount of time and labor. Defendant raised defenses and denied liability, and the matter involved gathering and analyzing documents and data not only from Defendant but also from the Class Members. The handling of this matter involved a great amount of effort, and required the exercise of high-level

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of skill, which Class Counsel has as a result of extensive experience in employment class actions and wage-and-hour litigation. Class Counsel has been actively involved in the prosecution of this matter, prior to its commencement and Class Counsel's work has continued all the way up to the present. Class Counsel's dedication to the representation of the Class Members has precluded other employment.

Most importantly, all services were performed by Class Counsel on a contingent basis. Both California and federal courts recognize that attorneys should be compensated for taking on such contingent risks and provided with financial incentives to enforce important rights and protections like those at issue in the matter at hand. See, e.g., *Vizcaino*, 290 F.3d at 1051; *Ketchum*, 24 Cal. 4th at 1132-33. Here, Class Counsel bore the risk that, despite all of its efforts and the skill employed, there may be no recovery. Therefore, at a minimum, Class Counsel is entitled to a risk multiplier. The results obtained by way of Class Counsel's efforts are significant here. Class Counsel was successful in achieving substantial results in the form of a settlement of $800,000.00. Also, Class Counsel's efforts throughout the cases demonstrate dedication to the interests of the Class Members.

Class Counsel's application for attorneys' fees in light of the facts and circumstances surrounding the matter is well within the range of reasonableness. While handling this matter, Class Counsel devoted the hours in legal time summarized above and detailed in the Task and Time Chart, which is attached as **EXHIBIT A** to the Declaration of Selena Matavosian.[50] As indicated in the chart and the Declaration of Selena Matavosian, Class Counsel has worked 240.50 hours in the pursuit of this case. The Declaration of Selena Matavosian sets forth the entire picture, and the work performed by Class Counsel would place a base lodestar value of $240,500.00 on Lawyers *for* Justice, PC's services.[51] Applying a modest multiplier of 1.17, the total enhanced lodestar fees are $281,385.00. Class Counsel seeks an attorneys' fee award of $280,000.00 (35% of the Maximum Settlement Amount). Far greater multipliers have been awarded in similar cases, and the total amount of fees sought by Class Counsel is also reasonable compared to fees awarded in similar cases. Courts routinely enhance lodestar amounts based on multipliers that "range from **2**

[50] Matavosian Decl., Exh. A.
[51] *Id.*, ¶ 12.

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to 4 or even higher." *Wershba, supra,* 91 Cal.App.4th at 255 (emphasis added); *see also, e.g.*, *Chavez v. Netflix, Inc.* (2008) 162 Cal.App.4th 43, 66 (approving **multiplier of 2.5**); *Vizcaino*, 290 F.3d at 1051 (approving **multiplier of 3.65**); *Wal-Mart Stores, Inc. v. Visa U.S.A., Inc.* (2d Cir. 2005) 396 F.3d 96, 123 (approving **multiplier of 3.5**); *Craft v. County of San Bernardino* (C.D. Cal. 2006) 624 F.Supp.2d 1113, 1125 (awarding **multiplier of 5.2** and referring to other cases with cross-check **multipliers ranging from 4.5 to 19.6**).

The nature of the work performed, skill exercised, and the outcome in this matter support the percentage fee sought and the application of a lodestar multiplier. An outstanding monetary recovery has been obtained in this matter, involving a ***Maximum Settlement Amount of $800,000.00*** (with a Net Settlement Amount of ***at least $416,050.26 to be paid to the Settlement Class*** with an average payment of at least approximately $1,097.53 per Class Member, a ***payment of $20,000.00 to PAGA Members*** with an average payment of $63.49 per PAGA Member, and ***payment of $60,000.00 to the State of California***).[52]

Therefore, application of a modest multiplier of 1.17 is warranted, and the lodestar as a cross-check to the percentage figure sought herein, strongly supports the reasonableness of the requested attorneys' fees award. Plaintiff respectfully requests that the Court grant final approval of, and award, attorneys' fees in the amount of $280,000.00 to Class Counsel.

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

The Settlement provides for reimbursement of litigation costs and expenses of up to $25,000.00. As set forth in the Declaration of Selena Matavosian, Class Counsel seeks reimbursement of $8,449.74 in litigation costs and expenses incurred in this matter.[53] This amount was reasonable and necessary in the prosecution of the cases and to obtain the Settlement, and is less than the maximum amount allocated under the Settlement Agreement.[54] The cost savings of $16,550.26 will be part of the Net Settlement Amount, which will be distributed to the Class

[52] Phoenix Decl., ¶¶ 15 & 17. See n.6 & 22, *supra*.
[53] Matavosian Decl., ¶ 20.
[54] Ibid.

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Members in accordance with the Settlement.[55] Accordingly, Plaintiff requests that the Court award litigation costs and expenses in the amount of $8,449.74 to Class Counsel, Lawyers *for* Justice, PC.

VI. THE REQUESTED ENHANCEMENT AWARD IS FAIR AND REASONABLE, AND SHOULD BE APPROVED.

The Settlement provides for an Enhancement Award in the amount of $7,500.00 to Plaintiff Amanda Sira to compensate Plaintiff for the time and effort that she expended on behalf of the Settlement Class. The requested Enhancement Award is both common and reasonable and should be awarded.

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

The requested Enhancement Award is fair and appropriate because Plaintiff spent a substantial amount of time and effort producing relevant documents and past employment records, as well as providing the facts and evidence necessary to support the prosecution of the claims.[56] Plaintiff was available whenever Class Counsel needed her and actively tried to obtain and provide information that would facilitate the pursuit of the cases.[57] Plaintiff spent numerous hours speaking with Class Counsel about her claims, describing her work experiences with Defendant, and gathering and reviewing documents.[58] These services merit the requested Enhancement Award to Plaintiff, who has not received any compensation for her efforts in this matter to date.[59]

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[55] Matavosian Decl., ¶ 20.
[56] Matavosian Decl., ¶ 21; Declaration of Amanda Sira ("Sira Decl."), ¶¶ 3-5.
[57] Matavosian Decl., ¶ 21; Sira Decl., ¶¶ 3-5.
[58] Matavosian Decl., ¶ 21; Sira Decl., ¶¶ 2-6.
[59] Sira Decl., ¶ 9.

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The requested Enhancement Award was fully disclosed in the Class and PAGA Notice that was mailed to the Class Members and PAGA Members. No objections were made with regard to the requested Enhancement Award. Accordingly, it is appropriate and just for Plaintiff Amanda Sira to receive $7,500.00 as a reasonable Enhancement Award, in addition to their individual settlement payments.

VII. CONCLUSION

For the foregoing reasons, Plaintiff respectfully requests that the Court award attorneys' fees, litigation costs and expenses, and the Enhancement Award in their entirety, as sought herein.

Dated: March 19, 2025

LAWYERS *for* JUSTICE, PC

By: Selena

Selena Matavosian
Attorneys for Plaintiff and the Settlement Class

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