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SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF SONOMA

MARIA ISORDIA on behalf of herself,
all others similarly situated, and on
behalf of the general public,

Plaintiffs,

v.

TRESTLES HOLDINGS LLC DBA
HILLCREST POST ACUTE; and DOES
1-100,

Defendants.

Case No. SCV-273468
(Consolidated with Case No. 23CV01288)

*[Assigned for All Purposes to the
Hon. Kenneth G. English, Dept. 18]*

**PLAINTIFF MARIA ISORDIA'S
MEMORANDUM OF POINTS AND
AUTHORITY IN SUPPORT OF HER
MOTION FOR FINAL APPROVAL OF
CLASS AND PAGA ACTION
SETTLEMENT**

Date: May 14, 2025
Time: 3:00 p.m.

Complaint Filed: June 9, 2023
Trial Date: None Set

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<i>In re Portal Software, Inc. Securities Litigation</i> (N.D. Cal. 2007) 2007 U.S. Dist. LEXIS 88886, 2007 WL 4171201	12
<i>Ketchum v. Moses</i> (2001) Cal.4th 1122, 1132-36	11
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1 **I. INTRODUCTION**

2 This motion seeks final approval of a non-reversionary \$517,106.39 proposed wage and
3 hour class action settlement by Plaintiff Maria Isordia (hereinafter “Plaintiff”) and Defendant
4 Trestles Holdings LLC dba Hillcrest Post Acute (“Defendant” or “Trestles”) (hereinafter Plaintiff
5 and Defendant are collectively referred to as the “Parties”).¹ The settlement is on behalf of all
6 non-exempt employees who work or have worked for Defendant anywhere in the State of
7 California during the Class Period.² The Class Period is June 9, 2019, through October 31, 2023.³
8 The proposed Agreement satisfies all the criteria for preliminary approval under Rule 3.769 of
9 the California Rules of Court. This motion also seeks an order entering judgment.

10 **This settlement seeks relief for 227 Class Members and will provide Class Members**
11 **with an average estimated payment of approximately \$1,163.84, with the highest estimated**
12 **award being approximately \$3,462.55.**⁴

13 This case required 254.4 hours of attorney time from Class Counsel. This litigation
14 involved significant investigation, extensive discovery, the production of hundreds of documents
15 and thousands of lines of data by Defendant, and a full day of mediation. Plaintiff moves for final
16 approval of attorneys’ fees in the amount of \$172,368.80, which represents one-third of the Gross
17 Settlement Amount (“GSA”). As will be demonstrated herein, Plaintiff’s attorney fee request is
18 supported using the percentage fee method and the lodestar method. Second, Plaintiff moves for
19 final approval of litigation costs in the amount of \$18,046 incurred in litigating this matter. Third,
20 Plaintiff moves for final approval of the Class Representative Enhancement Payment in the
21 amount of \$5,000 to compensate the Class Representative for a general release of her claims
22 against Defendant and for the time she spent on and the risks absorbed in undertaking this case.
23 Plaintiff played a vital role in representing the other individuals in this case and spearheading the
24 lawsuits to seek monetary relief for them. Fourth, Plaintiff moves for final approval of payment

25
26 ¹ The Parties’ Joint Stipulation and Settlement Agreement (hereinafter “Agreement”) is attached to the Declaration
of David Mara, Esq. (“Mara Dec.”) as Exhibit 1. Exhibit 1 herein refers to the Parties’ Agreement.

27 ² Exhibit 1 at Paragraph 8.

28 ³ Exhibit 1 at Paragraph 10.

⁴ Declaration of Lisa Pavlik on Behalf of Simpluris, Inc. Regarding Class Notice and Settlement Administration
 (“Pavlik Dec.”) ¶ 18.

1 of \$7,500 to the Settlement Administrator, Simpluris, Inc. (“Simpluris”), for the costs and fees of
2 administering settlement. Fifth, Plaintiff moves for final approval of payment to the Labor and
3 Workforce Development Agency (“LWDA”) under the Private Attorneys’ General Act of 2004
4 (“PAGA”) in the amount of \$37,500 (75% of the \$50,000 allocated to PAGA penalties).

5 The requested amounts of attorneys’ fees, litigation costs, class representative
6 enhancement payment, settlement administration costs, and PAGA payment were fully disclosed
7 to the Class Members when the Class Notice was mailed to them on April 4, 2025. To date, there
8 is a 100% participation rate amongst Class Members—that is, to date, there are no objections, no
9 disputes, and no requests for exclusion.⁵ The Court is therefore respectfully requested to honor
10 the Class Members’ endorsement of the settlement and grant final approval of the settlement,
11 attorneys’ fees, litigation costs, class representative enhancement payment, costs of settlement
12 administration, and payment to the LWDA pursuant to PAGA in the amounts as preliminarily
13 approved by this Court, as fully disclosed to the Class Members, and as requested herein.

14 **II. BACKGROUND**

15 **a. Background and Litigation History**

16 Defendant operates a skilled nursing and rehabilitation facility in Petaluma, California.
17 Defendant employs hourly, non-exempt employees, such as Plaintiff, to work at its facility.

18 Plaintiff filed a class action complaint against Defendant on June 9, 2023, in Sonoma
19 County Superior Court (Case No. SCV-273468). (Mara Dec. ¶ 10). Plaintiff submitted a Notice
20 of Labor Code Violations to the LWDA on June 9, 2023. Thereafter, she filed a PAGA Action
21 complaint against Defendant in Sonoma County Superior Court on October 30, 2023 (Case No.
22 23CV01288). (Mara Dec. ¶ 11). On December 6, 2024, the Parties filed a stipulation to
23 consolidate Plaintiff’s class and PAGA actions. (Mara Dec. ¶ 12).

24 **b. Discovery and Investigation**

25 The Parties conducted significant investigation and discovery of the facts and law both
26 before and after this action was filed. Through informal discovery, Defendant produced relevant
27

28 ⁵ As Class Members can submit requests for exclusion or objections postmarked by May 5, 2025, the Settlement Administrator will file a supplemental declaration if any responses from Class Members are received after this filing.

1 policy documents that covered employees' employment with Defendant, such as employee
2 handbooks. Included within these documents were Defendant's wage and hour policies, including
3 its meal and rest period policies. Defendant also produced a sampling of time and wage records
4 for Class Members. Defendant also produced an arbitration agreement that is contends covered
5 employees' employment with Defendant. Plaintiff also requested, and Defendant produced, the
6 number of current and former employees, as well as the number of workweeks worked by Class
7 Members during the relevant time period, to establish a potential exposure model in preparation
8 for mediation. From this discovery, Plaintiff and her Counsel were able to analyze Defendant's
9 liability in this action and prepare a realistic damage model. (Mara Dec. ¶ 13).

10 **c. The Parties Agreed to Attend Mediation**

11 The Parties attended an all-day mediation presided over by respected mediator David
12 Rotman on August 8, 2024. This meditation was successful. The Parties then met and conferred
13 over all the terms of the settlement and finalized their settlement in the Parties' Agreement. The
14 Parties seek final approval of the Agreement in the instant motion. (Mara Dec. ¶ 14).

15 **III. THE PROPOSED SETTLEMENT AND THE CLASS MEMBERS' RESPONSE**

16 Under the terms of the settlement, Defendant will create a settlement fund of \$517,106.39.

17 **a. Deductions from the Settlement**

18 The Parties have agreed (subject to and contingent upon the Court's approval) that this
19 action be settled and compromised for the non-reversionary total sum of \$517,106.39 ("Gross
20 Settlement Amount" or "GSA"), which includes, subject to Court approval: (a) attorneys' fees of
21 \$172,368.80 (one-third of the GSA); (b) actual litigation expenses in the amount of \$18,046
22 (originally estimated not to exceed \$35,000); (c) a Class Representative Enhancement Payment
23 to the named class representative in the amount of \$5,000; (d) settlement administration fees and
24 expenses to Simpluris, in the amount of \$7,500 (originally estimated not to exceed \$10,000); and
25 (e) \$50,000 allocated to Plaintiff's claims under the PAGA. Of this payment, 75%, or \$37,500
26 will be provided to the LWDA, and 25%, or \$12,500, will be available for distribution to
27 Aggrieved Employees.⁶

28 ⁶ Aggrieved Employees are all Class Members who worked at least one (1) workweek for Defendant in California

1 **b. Calculation of Settlement Payments to Class Members**

2 It is estimated that \$264,191.59 (“Net Settlement Amount” or “NSA”), less employee
3 taxes on the “wage portion” of the settlement payment, will be distributed to Participating Class
4 Members.⁷ Subject to the terms and conditions of the settlement, Participating Class Members
5 will receive a pro-rated share of the Net Settlement Amount, less applicable withholdings, based
6 on the number of workweeks they worked in California while employed by Defendant during the
7 Class Period. (Exhibit 1 at Paragraph 56(A)(i)). Participating Class Members’ Individual
8 Settlement Payment’s will be allocated 20% wages and 80% non-wages. (Exhibit 1 at Paragraph
9 56(B)). In addition, Aggrieved Employees will receive a pro-rated share of the Net Settlement
10 Amount, less applicable withholdings, based on the number of pay periods they worked in
11 California while employed by Defendant during the PAGA Period. (Exhibit 1 at Paragraph
12 57(A)). This payment will be treated as 100% penalties. (Exhibit 1 at Paragraph 57(B)).

13 **c. Release of Claims**

14 In exchange for a portion of the Net Settlement Amount, Participating Class Members will,
15 upon the Effective Final Settlement Date, release all claims asserted at any time in the Class
16 Action and from all other claims that could have been asserted based on the facts alleged in the
17 operative Complaints. (Exhibit 1 at Paragraph 34). In addition, in exchange for a portion of the
18 PAGA Payment, all Aggrieved Employees will, upon the Effective Final Settlement Date, release
19 all claims during the PAGA Period for civil penalties that were pled or could have been pled
20 based on a reasonable interpretation of the facts included in the operative PAGA Action and/or
21 raised in the PAGA demand letter submitted to the Labor and Workforce Development Agency
22 on June 9, 2023. (Exhibit 1 at Paragraph 35). Further, Plaintiff has agreed to a general release of
23 her claims. (Exhibit 1 at Paragraph 63).

24 **d. The Class Members Support the Settlement – No Objections or Requests for**
25 **Exclusion Have Been Received to Date – and 100% of the Settlement Funds**
26 **Will Be Paid Out**

26 On or about March 3, 2025, Defendant’s Counsel provided Simpluris with the Class and

27 _____
27 during the period of June 9, 2022, through September 9, 2024. (Exhibit 1 at Paragraph 2).

28 ⁷ Participating Class Members are all Class Members who do not submit a valid and timely request to exclude
themselves from this Settlement. (Exhibit 1 at Paragraph 32).

1 PAGA Data. The Class List contained data for two hundred twenty-seven (227) individuals. (*See*
2 Pavlik Dec. ¶ 4). Based upon the Class Data, Simpluris determined that the Escalator Clause of
3 the Agreement had been triggered.⁸ The total number of workweeks in the Class Data was
4 21,016.02, which exceeded the Escalator Clause. Pursuant to the Escalator Clause, Defendant
5 elected to shorten the Class Period and PAGA Period to end on October 31, 2023, which brought
6 the number of workweeks to a total of 17,505.44 workweeks, and to increase the Gross
7 Settlement Amount by the 3.42% to account for the additional workweeks. Therefore, the Gross
8 Settlement Amount increased to \$517,106.39. (*See* Pavlik Dec. ¶ 6).

9 The mailing addresses contained in the Class Data were processed and updated utilizing
10 the National Change of Address Database (“NCOA”) maintained by the U.S. Postal Service. The
11 NCOA contains requested changes of address filed with the U.S. Postal Service. In the event that
12 any individual had filed a U.S. Postal Service change of address request, the address listed with
13 the NCOA would be utilized in connection with the mailing of the Class Notice. Simpluris was
14 able to locate thirty-one (31) updated addresses using NCOA prior to the mailing of the Class
15 Notice. (Pavlik Dec. ¶ 7). On or about April 4, 2025, the Class Notice was mailed to two hundred
16 twenty-seven (227) individuals identified as Class Members, of the two hundred twenty-seven
17 (227), one hundred nine (109) were identified as Aggrieved Employees. The Class List was
18 mailed via First Class in English and Spanish. (Pavlik Dec. ¶ 8). To date, zero (0) Class Notices
19 were returned to Simpluris as undeliverable. (Pavlik Dec. ¶ 9).

20 The deadline for Class Members to submit a Request for Exclusion from the Class
21 Settlement, Object to the Class Settlement, or Workweeks Dispute is May 5, 2025. (Pavlik Dec.
22 ¶ 12). To date, the settlement received overwhelming support from the Class Members. To date,
23 not a single Class Member has objected to the settlement. (Pavlik Dec. ¶ 14). In addition, to date,

24 _____
25 ⁸ The Escalator Provision provides: “At the time of mediation, Defendant represented that there are an estimated
26 15,434 workweeks worked by the Settlement Class Members during the Class Period. If the number of actual total
27 workweeks worked by Settlement Class Members during the Class Period, as reported to the Settlement
28 Administrator following Preliminary Approval, exceeds this amount by more than 10% (*i.e.*, if there are 16,978 or
more total workweeks), Defendant will either: (1) pay an additional sum necessary to increase the Gross Settlement
Amount on a proportional basis (*i.e.*, if there was a 15% increase in workweeks, Defendant would increase the Gross
Settlement Amount by 5%); or (2) elect to shorten the Class Period and PAGA Period (along with their associated
releases) to a date that the total number of workweeks worked is at or under the 16,978 workweek threshold.” (Exhibit
1 at Paragraph 51(A)).

no Class Members have requested to be excluded from the settlement or submitted a workweek dispute. (Pavlik Dec. ¶¶ 13, 15). Therefore, currently, all Class Members are participating in the settlement, meaning 100% of the Class Members are Participating Class Members. Should Simpluris receive any objections or requests for exclusion as of the Response Deadline, Plaintiff will file and updated declaration with the Court.

e. Distribution of Funds

Defendant shall wire or otherwise provide to the Settlement Administrator the Gross Settlement no later than thirty (30) calendar days after the Effective Final Settlement Date. (Exhibit 1 at Paragraph 60(L)(i)).⁹ Within ten (10) calendar days after the Defendant provides the Gross Settlement Amount to the Settlement Administrator, the Settlement Administrator shall disburse the settlement funds. (Exhibit 1 at Paragraph 60(L)(ii)). Participating Class Members and Aggrieved Employees must cash or deposit their Individual Settlement Share checks within one hundred and eighty (180) calendar days after the checks are mailed to them. All funds associated with the Individual Settlement Share checks returned as undeliverable and funds associated with those checks remaining un-cashed shall be tendered to the State of California's Unpaid Wage Fund, in the name of the Class Member. (Exhibit 1 at Paragraph 60(O)).

IV. ARGUMENT

a. The Settlement is Fair, Reasonable, and Adequate and Satisfies the Standard for Final Approval

California Rule of Court, Rule 3.769, requires court approval for class action settlements. Cal. R. Ct. 3.769(g). California courts favor settlement. *Stambaugh v. Superior Court* (1976) 62 Cal. App. 3d 231, 236, *Potter v. Pacific Coast Lumber Co. of Cal.* (1951) 37 Cal. 2d 592, 602 (“[T]he law wisely favors settlements”). Accordingly, the Court must give “[due] regard to what is otherwise a private consensual agreement between the parties.” *Wershba v. Apple Computer, Inc.* (2001) 91 Cal. App. 4th 224, 245.

In deciding whether to approve a class settlement, a court evaluates whether the proposed settlement is “fair, adequate, and reasonable.” *Dunk v. Ford Motor Co.* (1996) 48 Cal. App. 4th

⁹ The Effective Final Settlement Date is sixty-six (66) days after the Court grants Final Approval or, if an appeal is filed, the latest of the following: (1) the day after the appeal is dismissed or withdrawn with prejudice, or (2) the day after the appeal is decided finding this Settlement to be enforceable. (Exhibit 1 at Paragraph 16).

1 1794, 1801 (citing *Officers for Justice v. Civil Serv. Comm'n of City & Cnty. of S.F.* (9th Cir.
2 1982) 688 F.2d 615, 625); *Cho v. Seagate Tech. Holdings, Inc.* (2009) 177 Cal. App. 4th 734, 742
3 43. A court enjoys broad discretion to make its fairness determination. *Dunk*, 48 Cal. App. 4th at
4 1801. However, “a presumption of fairness exists where: (1) the settlement is reached through
5 arm’s-length bargaining; (2) investigation and discovery are sufficient to allow counsel and the
6 court to act intelligently; (3) counsel is experienced in similar litigation; and (4) the percentage
7 of objectors is small.” *Dunk*, 48 Cal. App. 4th at 1802; accord *Wershba*, 91 Cal. App. 4th at 245.
8 In addition, a court should consider additional relevant factors, including the strength of the
9 plaintiff’s case compared to the settlement amount; the risk, expenses, complexity, and likely
10 duration of further litigation; and the fair treatment of class members in relation to each other.
11 *Dunk*, 48 Cal. App. 4th at 1802; see also *In re Microsoft I-V Cases* (2006) 135 Cal. App. 4th 706,
12 723; see also *Boyd v. Bechtel Corp.* (N.D. Cal. 1979) 485 F. Supp. 610, 617.

13 At the time of preliminary approval, the Court was provided with sufficient information to
14 satisfy three of the four *Dunk* factors, leaving the fourth factor, the number of objectors, unknown
15 until after the Class had an opportunity to respond to the settlement.¹⁰ Subject only to the Class’s
16 reaction to the settlement, the Court preliminarily presumed the settlement was fair, adequate and
17 reasonable. To date, not a single objection to the settlement has been submitted by any Class
18 Member to the Settlement Administrator. Thus, the settlement is entitled to the presumption that
19 it is fair and in all other respects proper and should be finally approved.

20 **b. The Court Should Approve the Requested Fees and Costs**

21 **i. The Requested Fee Award is Fair and Reasonable, Calculated as a**
22 **Percentage of a Common Fund**

23 Class Counsel applies for an award of attorneys’ fees in the sum of \$172,368.80 (one-
24 third of the GSA), and litigation costs of \$264,191.59. (Mara Dec. ¶ 15). California courts have
25 recognized an appropriate method for determining an award of attorneys’ fees is based on a
26 percentage of the total value of benefits to Class Members by the settlement, also known as the

27 ¹⁰ See Memorandum of Points and Authorities in Support of Motion for Preliminary Approval, pages 18-23. In
28 addition to the *Dunk* factors, Class Counsel also detailed the other factors such as the strengths of Plaintiff’s case,
risks and costs of further litigation, as well as the reasonableness of the GSA amount in light of *Kullar v. Foot Locker*
Retail, Inc. (2008) 168 Cal.App.4th 116.

1 “common fund” method. *Serrano v. Priest* (1977) 20 Cal.3d 25, 34 (*Serrano III*) 34 (“when a
2 number of persons are entitled in common to a specific fund, and an action brought by a plaintiff
3 or plaintiffs for the benefit of all results in the creation or preservation of that fund, such plaintiff
4 or plaintiffs may be awarded attorney’s fees out of the fund.”).

5 The purpose of the common fund/percentage approach is to “spread litigation costs
6 proportionally among all the beneficiaries so that the active beneficiary does not bear the entire
7 burden alone.” *Vincent v. Hughes Air West, Inc.* (9th Cir. 1977) 557 F.2d 759, 769. Indeed, the
8 California Supreme Court confirmed in *Laffitte v. Robert Half Int’l, Inc.* that using the percentage
9 method has many advantages:

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

14 *Id.* at 503 (internal citation omitted).¹¹ Because there is a defined and traceable benefit to the
15 Class, the Court can base an award of attorneys’ fees using a ‘common fund’ approach.

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

27 ¹¹ *Laffitte* also held trial courts have discretion to assess reasonableness of fee awards with tools such as the lodestar
28 cross-check, although they need not do so. *Laffitte*, 1 Cal.5th at 506 (“We hold further that trial 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”).

1 negotiated by a sophisticated attorney and client in comparable litigation. *Id.* at 48.

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

11 Where the amount of a settlement is a “certain easily calculable sum of money,” California
12 courts may calculate attorneys’ fees as a reasonable percentage of the settlement. Weil and Brown,
13 California Practice Guide, *Civil Procedure Before Trial*, Chapter 14, § 14:145; *Dunk*, *supra*, 48
14 Cal.App.4th at 1808. The percentage-of-the-benefit approach is preferred in class and
15 representative actions because “it better approximates the workings of the marketplace than the
16 lodestar approach.” *Lealao*, *supra*, 82 Cal.App.4th at 49. The purpose of the common
17 fund/percentage approach is to “spread litigation costs proportionally among all the beneficiaries
18 so that the active beneficiary does not bear the entire burden alone.” *Vincent*, *supra*, 557 F.2d at
19 769.

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

28 When the lawsuit was originally filed, the prospect of a long, drawn-out battle with a

1 defendant represented by experienced counsel, was almost a certainty. By taking on this “battle”
2 on a contingency basis, Class Counsel risked substantial economic loss if the results were not
3 successful. This substantial risk is the reason that the courts approve the use of the percentage
4 method when a settlement is obtained by the efforts of class counsel. *See Vizcaino v. Microsoft*
5 (9th Cir. 2002) 290 F.3d 1043, 1048-49 (quotations omitted) (discussing the risks of engaging in
6 litigation without certainty of compensation).

7 Under the terms of the Agreement, Defendant will pay a Gross Settlement Amount of
8 \$517,106.39. An award of attorneys’ fees is to be calculated as a percentage of the total value of
9 benefits made available to the Class Members under the settlement. In light of Class Counsel’s
10 prosecution and resolution of the case, the requested Attorneys’ Fees are appropriate and
11 reasonable.

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

19 Class Counsel have obtained a substantial recovery on behalf of Plaintiff and the Class.
20 Thus, the requested Class Counsel Fees Payment is appropriate. In short, Class Counsel’s fee
21 request of \$172,368.80 (which represents one-third of the GSA) is in line with awards in similar
22 cases in California and nationwide and demonstrates that Class Counsel’s fee request is consistent
23 with market rates and is reasonable.

24 **ii. The Requested Attorney’s Fee and Cost Award is Within the Range**
25 **of Fees Approved in Comparable Common Fund Cases**

26 Several studies of class action fee awards have found that the median common fund fee
27 award is approximately one-third of the total settlement fund.¹² The requested fee of one-third of

28 ¹²See, e.g., *Chavez v. Netflix, Inc.* (2008) 162 Cal. App. 4th 43, 66, n.11 (numerous studies have shown that “fee awards in class actions average around one-third of the recovery.”); Reagan W. Silber and Frank E. Goodrich, *Common Funds and Common Problems: Fee Objections and Class Counsel’s Response*, 17 Rev. Litig. 525, 546 ; T.

1 the gross settlement amount falls within that median common fund fee award, and it constitutes
2 fair compensation for undertaking complex, risky, expensive, uncertain, and time-consuming
3 litigation on a contingent basis and compensates Class Counsel for their efforts, as well as the
4 result achieved for the benefit of the Class. Numerous state and federal courts in California
5 routinely approve fee requests equal to or greater than 33% of the common fund. Indeed, courts
6 have found that an award of 33% of the common fund represents the “benchmark” in California.¹³
7 In short, Class Counsel’s fee request of \$172,368.80 (which represents one-third of the GSA) is
8 in line with awards in similar cases in California and nationwide and demonstrates that Class
9 Counsel’s fee request is consistent with market rates and is reasonable.

10 **iii. A Lodestar Cross-Check Confirms the Reasonableness of the Requested Fee**

11 Class Counsel’s fee request is reasonable when calculated using the lodestar method.
12 Under the lodestar method, a base fee amount is calculated from a compilation of time reasonably
13 spent on the case and the reasonable hourly compensation of the attorney. *Serrano v. Priest* (1977)
14 20 Cal. 3d 25, 48. The court then enhances this lodestar figure by a “multiplier” to account for a
15 range of factors, such as the novelty and difficulty of the case, its contingent nature, and the degree
16 of success achieved. *Id.* at 49; see also *Ketchum v. Moses* (2001) Cal.4th 1122, 1132-36; *PLCM*
17 *Group, Inc. v. Drexler* (2000) 22 Cal.4th 1084, 1096; *Thayer v. Wells Fargo Bank* (2001) 92
18 Cal.App.4th 819, 834, (“[t]here is no ... rule limiting the factors that may justify an exercise of
19 judicial discretion to [adjust the] lodestar”).

20 Class Counsel has worked 254.4 hours to date on this case and have calculated the lodestar
21 fee on those hours at \$181,091 at rates reflecting those currently earned in the marketplace. (Mara
22 Dec. ¶ 16 , Exhibit 5 Summary of Time and Costs; Declaration of Sabrina Sanders in Support of
23 Motion for Final Approval of Class Action Settlement (“Sanders Dec.”) ¶ 13). Class Counsel
24

25 Willging, L. Hooper and R. Niemic, *Empirical Study of Class Actions in Four Federal District Courts: Final Report*
26 *to the Advisory Committee on Civil Rules*, 90 (1996) (finding that attorneys’ fees in class litigation “were generally
in the traditional range of approximately one-third of the total settlement”).

27 ¹³ *Smith v. CRST Van Expedited, Inc.* (S.D. Cal. Jan. 14, 2013) 10-CV-1116- IEG WMC, 2013 U.S. Dist. LEXIS
6049, *14 (“These percentages compare favorably with both California (33%) and federal (25%) benchmarks.”);
28 *Dennis v. Kellogg Co.* (S.D. Cal. Nov. 14, 2013) 09-CV-1786-L WMC, 2013 U.S. Dist. LEXIS 163118, at *22 (“This
percentage compares favorably with both California (33%) and federal (25%) benchmarks and the requested fee
compares well with a lodestar cross-check as well.”).

1 respectfully requests attorneys' fees in the amount of \$172,368.80 (one-third of the GSA). As
2 Class Counsel's lodestar fee is in excess of their fee request, a multiplier on their lodestar fee is
3 not sought herein. In fact, the requested fee results in a so-called "negative multiplier" which
4 suggests the percentage of the fund amount is reasonable and fair. *See Chun-Hoon v. McKee*
5 *Foods Corp.* (N.D. Cal. 2010) 716 F.Supp.2d 848, 854; *In re Portal Software, Inc. Securities*
6 *Litigation* (N.D. Cal. 2007) 2007 U.S. Dist. LEXIS 88886 at *16.

7 **iv. Class Counsel's Hourly Rates are Reasonable**

8 Class Counsel's hourly rates are between \$600 and \$800 and are in line with rates typically
9 approved in wage and hour class action litigation and which rates have been approved by Courts
10 in California in the Los Angeles, Sacramento, San Francisco, Alameda, Orange and San Diego
11 County Superior Courts. (Mara Dec. ¶ 19; Exhibit 2, Westlaw Court Express's Legal Billing
12 Report, Volume 14, Number 3, California Region for December 2012; Exhibit 3, 2014
13 Declaration of Richard M. Pearl in *Hohnbaum v. Brinker Restaurant Corp.* SDSC GIC834348;
14 Exhibit 4, 2012 National Law Journal Survey of Hourly Billing Rates for Partners and Associates;
15 Sanders Dec. ¶ 13).

16 Class Counsel's skill and experience support their hourly rates. Their practice is limited
17 exclusively to litigation, focusing on the representation of employees in wage and hour and
18 consumer class action matters. (Mara Dec. ¶¶ 2-9; Sanders Dec. ¶¶ 2-8). As leading attorneys in
19 the field of wage and hour class action litigation, Plaintiff's counsel continually monitors the
20 prevailing market rates charged by both defense and plaintiff law firms and set the billing rates
21 of their attorneys and paralegals/law clerks to be consistent with the prevailing market rates in the
22 private sector for attorneys and staff of comparable skill, qualifications and experience. Therefore,
23 as they are in line with those of the relevant community, Class Counsel's hourly rates are
24 reasonable.

25 **v. Class Counsel's Total Hours are Reasonable**

26 In determining a lodestar fee, reasonable hours include, in addition to time spent during
27 litigation, the time spent before the action was filed, including time spent interviewing clients,
28 investigating the facts and law, and preparing the pleadings. *See New York Gaslight Club, Inc. v.*

1 *Carey* (1980) 447 U.S. 54, 62; *Vo v. Las Virgenes Municipal Water Dist.* (2000) 79 Cal.App.4th
2 440, 447. Further, the fee award should include fees incurred to establish and defend the attorneys'
3 fee claim. *Serrano v. Priest* (1982) 32 Cal.3d 621, 639 ("*Serrano IV*"). Under California law,
4 counsel is entitled to compensation for every hour reasonably spent on the matter. *Id.* at 1133.

5 Class Counsel has expended a total of 254.4 hours on this case. The work performed by
6 Class Counsel in order to achieve a settlement that will provide valuable consideration to the
7 Class, averaging a \$1,163.84 settlement payment per Class Member, with the highest estimated
8 award being \$3,462.55, is outlined by Class Counsel in the declarations submitted herewith.
9 (Mara Dec. ¶¶ 20, 25, Sanders Dec. ¶ 12). Class Counsel have been actively involved in this case,
10 prior to the commencement of this action and all the way up to the present, and Class Counsel's
11 dedication to providing representation in the case has precluded other employment.

12 Class Counsel bore the risk that, despite all of their efforts and skills employed, there may
13 be no recovery. All of the work performed was reasonable and necessary to the prosecution of
14 this case. The work performed was particularly justified, in light of the result achieved.

15 **vi. Costs of Litigation**

16 Class Counsel seeks reimbursement of the litigation costs and expenses of \$18,046. (Mara
17 Dec. ¶ 27, Exhibit 5). These costs were all reasonable and necessary to the prosecution of this case
18 and the results achieved and are fair and reasonable.

19 **c. The Class Representative Enhancement Payment is Reasonable**

20 Class Counsel seeks approval of Class Representative Enhancement Payment to the
21 named Plaintiff in the sum of \$5,000, which represents 0.9%¹⁴ of the \$517,106.39 settlement. It
22 should be noted that when the Class Notices were mailed and published, the Class was informed
23 that the Class Representative would apply for this payment and, to date, no Class Members have
24 objected. There are also other factors supporting the request that Plaintiff receive \$5,000. The
25 requested Class Representative Enhancement Payment is also reasonable in light of the benefits
26 Plaintiff has conferred upon the entire Class, resulting in payments averaging \$1,163.84 and
27 highest payment of \$3,462.55. The requested enhancement is appropriate and reasonable based
28

¹⁴ \$5,000 / \$517,106.39 = 0.009

1 upon Plaintiff's time and effort expended on this case, the risks she faced, and the outcome of this
2 case. Plaintiff has submitted a declaration detailing the efforts and time he expended on behalf of
3 the Class in order to advance this case to its successful conclusion.

4 There are few individuals that are willing to act as class representative and provide the
5 work, diligence, and willingness to assume a substantial financial risk should Defendant have
6 prevailed in this case. Plaintiff's willingness to assume the financial risk is significant. Plaintiff
7 risked a potential judgment taken against her for attorneys' fees and costs if this matter had not
8 been successfully concluded. Case law holds that a losing party is liable for the prevailing party's
9 costs, *Early v. Superior Court*, 79 Cal.App.4th 1420, 1433 (2000), and in some wage and hour
10 actions, such as this case, pursuant to California Labor Code § 218.5, for attorneys' fees as well.
11 Though the fee agreement provides that Class Counsel would pay such costs, Plaintiff would
12 nevertheless have had a cost bill entered against her leaving her ultimately liable for potentially
13 hundreds of thousands of dollars in the unexpected possibility that Class Counsel did not meet
14 their obligation to cover those costs. The risk of payment of Defendant's costs, in itself alone, is
15 a sufficient basis for an award of the requested enhancement sum. Few individuals are willing to
16 take this risk, and it is clear that Plaintiff here championed a cause on behalf of others with
17 potentially huge monetary risks.

18 Additionally, it is common knowledge that the modern-day work force is quite mobile,
19 with employees holding several jobs in a career during their lifetime. It is also true that
20 prospective employers in this computer, high-tech age "Google" and/or do extensive background
21 checks and have access to Court databases to see if applicants have ever filed a lawsuit or have
22 ever been sued. Here, Plaintiff cost her former employer a substantial sum of money by her
23 courage to step forward to vindicate not only her own rights but also, those of the similarly
24 situated individuals, all of whom will now receive substantial payments due to the initiation of
25 this action. Such conduct will not be lost on a prospective employer who has to choose between
26 an applicant who has never sued an employer and one who has done so. The requested
27 enhancement far from compensates Plaintiff for opportunities she may lose in the future because
28 of the exercise of a Constitutional right to Petition the Courts for redress of a grievance.

 Based on the foregoing, the \$5,000 enhancement payment to the named Class

Representative is fair, appropriate, and justified in light of the work performed, risks undertaken for payment of fees and costs if this case had not been successfully concluded, stigma on future employment opportunities, and the benefits all Participating Class Members.

d. The Administration Costs are Reasonable

The Court-approved Settlement Administrator was responsible for formatting, printing and mailing the Class Notices. The Settlement Administrator was responsible for responding to Class Member inquiries, providing weekly status reports, answering questions from Counsel for the Parties, and providing a declaration to document its duties and responsibilities under the settlement. Plaintiff now requests that the Court finally approve the Settlement Administration Costs in the amount of \$7,500 to Simpluris for services rendered and to be rendered for the notice and settlement administration process. Following the grant of final approval, the Settlement Administrator's duties will continue in order to calculate and mail the individual settlement payments to Participating Class Members, perform tax reporting obligations, disburse other payments as ordered by the Court, and perform such other duties as set forth in the Agreement.

V. CONCLUSION

Based on the foregoing, Class Counsel respectfully requests the Court grant final approval of the settlement, and award Class Counsel attorneys' fees in the sum of \$172,368.80 and litigation expenses of \$18,046 to Class Counsel, Class Representative Enhancement Payment in the sum of \$5,000 to Plaintiff, Administration Costs in the amount of \$7,500 to Simpluris, and a payment to the LWDA in the amount of \$37,500 (which is 75% of \$50,000 allocated to Plaintiff's claims under PAGA).

MARA LAW FIRM, PC

Date: April 22, 2025

Signed: 
David Mara, Esq.
Jill Vecchi, Esq.
Attorneys for Plaintiff MARIA
ISORDIA, on behalf of herself, all others
similarly situated, and on behalf of the
general public