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**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

CAMERON FLETCHER, individually,
and on behalf of other members of the
general public similarly situated;
KATRINA
WILSON, individually, and on behalf of
other members of the general public
similarly situated and on behalf of other
aggrieved employees pursuant to the
California Private Attorneys General Act;

Plaintiffs,

vs.

TRIPLE B CORPORATION d/b/a
CHARLIES PRODUCE, a Washington
corporation; and DOES 1 through 100,

Defendants.

Case No.: 2:22-cv-3053-DMG-MAA

Honorable Dolly M. Gee
Courtroom 8C

CLASS ACTION

**PLAINTIFFS' NOTICE OF
MOTION AND MOTION FOR
CLASS COUNSEL AWARD,
SERVICE AWARDS, AND
ADMINISTRATIVE COSTS;
MEMORANDUM OF POINTS AND
AUTHORITIES IN SUPPORT
THEREOF**

[Declaration of Class Counsel (Joanna Ghosh); Declaration of Class Representatives (Cameron Fletcher and Katrina Wilson); Declaration of Settlement Administrator (Gillian McCreedy); and [Proposed] Order Awarding Class Counsel Award, Service Awards, and Administrative Costs filed concurrently herewith]

Date: December 6, 2024
Time: 10:00 a.m.
Courtroom: 8C

Complaint Filed: February 22, 2022
FAC Filed: February 16, 2023
Trial Date: None Set

1 **PLEASE TAKE NOTICE** that on December 6, 2024, at 10:00 a.m. or as
2 soon thereafter as this matter may be heard before the Honorable Dolly M. Gee, in
3 Courtroom 8C of the United States District Court for the Central District of
4 California, located at First Street Courthouse, 350 West First Street, Los Angeles,
5 California 90012, Plaintiffs Cameron Fletcher and Katrina Wilson (“Plaintiffs” or
6 “Class Representatives”) will and hereby do move for an order awarding the
7 following pursuant to the Class Action and PAGA Settlement Agreement
8 (“Settlement,” “Agreement,” or “Settlement Agreement”):

- 9 • Payment in the amount of **\$563,500.00** to Lawyers *for* Justice, PC
10 (“Class Counsel”), representing thirty-five percent (35%) of the Gross
11 Settlement Amount, for attorneys’ fees, which is reasonable and justified
12 on a percentage-basis and also based on a lodestar cross-check with a
13 multiplier of 1.87;
- 14 • Payment in the amount of **\$17,834.65** to Class Counsel for
15 reimbursement of litigation costs and expenses;
- 16 • Payment in the amount up to **\$10,000.00** each to Plaintiffs Cameron
17 Fletcher and Katrina Wilson (for a total of \$20,000.00), as a Service
18 Award, for their time and effort in representing the Class.

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1 This motion is based upon the following Memorandum of Points and
2 Authorities; the concurrently filed Declarations of Class Counsel (Joanna Ghosh),
3 Class Representatives (Cameron Fletcher and Katrina Wilson) and Settlement
4 Administrator (Gillian McCreedy of Simpluris) in support thereof; the pleadings and
5 other records on file with the Court in this matter; and upon such documentary
6 evidence and oral argument as may be presented at or before the hearing on this
7 Motion.

8
9 Dated: September 30, 2024

LAWYERS *for* JUSTICE, PC

10
11 By:



12 Selena Matavosian

13 *Attorneys for* Plaintiffs and the Class
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TABLE OF CONTENTS

I. SUMMARY OF MOTION	1
II. PROCEDURAL HISTORY AND FACTUAL BACKGROUND.....	2
III. SUMMARY OF THE SETTLEMENT TERMS AND NOTICE ADMINISTRATION.....	2
IV. THE ATTORNEYS’ FEES AWARD REQUESTED BY CLASS COUNSEL IS FAIR AND REASONABLE AND SHOULD BE APPROVED.....	4
A. A Fee Award of a Percentage of the Entire Fund Is Appropriate. 4	
B. The Attorneys’ Fees Award Requested by Class Counsel is Reasonable Based on the Factors Considered in Determination of Fee Awards.	8
<i>1. Time & Labor.....</i>	<i>9</i>
<i>2. The Skill Required to Perform Legal Services Properly. ...</i>	<i>10</i>
<i>3. Whether the Fee Is Fixed or Contingent.</i>	<i>10</i>
<i>4. The Amount Involved and the Results Achieved.....</i>	<i>11</i>
<i>5. The Reputation and Ability of the Attorneys.....</i>	<i>12</i>
C. The Lodestar Methodology Also Justifies Approval of the Requested Fees.	12
V. REIMBURSEMENT OF CLASS COUNSEL’S LITIGATION COSTS AND EXPENSES SHOULD BE APPROVED.....	17
VI. THE SERVICE AWARDS SHOULD BE APPROVED.	18
VII. THE ADMINISTRATIVE COSTS SHOULD BE APPROVED.....	19
VIII.CONCLUSION	20

TABLE OF AUTHORITIES

Cases

<i>Apple Computer, Inc. v. Superior Court</i> (2005) 126 Cal.App.4th, 1253.....	6
<i>Boeing Co. v. Van Gemert</i> (1980) 444 U.S. 472.....	5
<i>Cates v. Chiang</i> (2013) 213 Cal.App.4th 791.....	11
<i>Chavez v. Netflix, Inc.</i> (2008) 162 Cal.App.4th 43.....	15
<i>City of Oakland v. Oakland Raiders</i> (1988) 203 Cal.App.3d 78.....	15
<i>Consumer Privacy Cases</i> (2009) 175 Cal. App. 4th 545.....	6
<i>County of San Bernardino</i> (C.D. Cal. 2006) 624 F.Supp.2d 1113.....	17
<i>Crampton v. Takegoshi</i> (1993) 17 Cal.App.4th 308.....	4
<i>Graham v. DaimlerChrysler Corp.</i> (2004) 34 Cal.4th 553.....	15
<i>Green v. Obledo</i> (1981) 29 Cal.3d 126.....	5
<i>Kerr v. Screen Extras Guild, Inc.</i> (9th Cir. 1975) 526 F.2d 67.....	15
<i>Laffitte v. Robert Half Int’l, Inc.</i> (2016) 1 Cal.5th 480.....	5
<i>Lealao v. Beneficial Cal., Inc.</i> (2000) 82 Cal.App.4th 19.....	5, 6
<i>Paul, Johnson, Alston & Hunt v. Graulty</i> (1989) 886 F.2d 268.....	5
<i>Serrano v. Priest</i> (1977) 20 Cal.3d 25.....	5
<i>Sutter Health Uninsured Pricing Cases</i> (2009) 171 Cal.App.4th 495.....	15
<i>Vasquez v. Superior Court</i> (1971) 4 Cal.3d 800.....	5
<i>Vincent v. Hughes Air West, Inc.</i> (9th Cir. 1977) 557 F.2d 759.....	5
<i>Vizcaino v. Microsoft</i> (9th Cir. 2002) 290 F.3d 1043.....	7
<i>Vo v. Las Virgenes Municipal Water Dist.</i> (2000) 79 Cal.App.4th 440.....	13
<i>Wal-Mart Stores, Inc. v. Visa U.S.A., Inc.</i> (2d Cir. 2005) 396 F.3d 96.....	17

Other Authorities

A. Conte, <i>Attorney Fee Awards</i> (2d Ed., 1993).....	7
<u>California Practice Guide</u> , <i>Civil Procedure Before Trial</i> , Chapter 14.....	4
R. Pearle, <i>California Attorney Fee Awards</i> (CEB, 1993) § 7A.....	4

MEMORANDUM OF POINTS AND AUTHORITIES

I. SUMMARY OF MOTION

Plaintiffs Cameron Fletcher (“Plaintiff Fletcher”) and Katrina Wilson (“Plaintiff Wilson”) (together, “Plaintiffs”) seek an award of attorneys’ fees in the amount of \$563,500.00, which is thirty-five percent (35%) of the Gross Settlement Amount, and reimbursement of litigation costs and expenses in the amount of \$17,834.65 (together, “Class Counsel Award”) to Lawyers *for* Justice, PC (“Class Counsel”), Service Awards in the amount of \$10,000.00 each to Plaintiffs (for a total of \$20,000.00), and Administrative Costs in the amount of \$13,000.00 to Simpluris, Inc. (“Simpluris” or “Settlement Administrator”), as provided for by the Class Action and PAGA Settlement Agreement (“Settlement,” “Agreement,” or “Settlement Agreement”).

This matter 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 mediation conducted by Hon. Mark S. Rudy, Esq., and extensive settlement negotiations. This matter has required 355.40 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 Gross Settlement Amount of \$1,610,000.00, 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.¹

The requests for Class Counsel Award, Service Awards, and Administrative Costs were fully disclosed in the Notice of Class and Representative Action Settlement (“Class Notice”) that was mailed to the Class Members on August 26, 2024. Most importantly, as of the date of this Motion, *not a single Class Member has objected to the Class Settlement; or the contemplated Class Counsel Award,*

¹ Applying a modest multiplier of 1.87, the total enhanced lodestar fees are \$564,908.30 and Class Counsel seeks an attorneys’ fees award of \$563,500.00 (equal to 35% of the Gross Settlement Amount).

1 *Service Awards, and Administrative Costs.* Accordingly, the Court should award the
2 Class Counsel Award, Service Awards, and Administrative Costs in the amounts as
3 fully disclosed to the Class and as requested herein.

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

5 For a discussion of relevant procedural history and facts regarding this case,
6 please see the Declaration of Joanna Ghosh in Support of Plaintiffs' Motion for Final
7 Approval of Class Counsel Award, Service Awards, and Administrative Costs
8 ("Ghosh Decl.") at paragraphs 2 to 21.

9 **III. SUMMARY OF THE SETTLEMENT TERMS AND NOTICE**
10 **ADMINISTRATION**

11 Under the terms of the Settlement Agreement, Defendant has agreed to pay a
12 Gross Settlement Amount of \$1,610,000.00. Settlement Agreement, ¶ 1.20. Subject
13 to approval by the Court, the Net Settlement Amount will be calculated by deducting
14 the Class Counsel Award, Service Awards, Administrative Costs, and the PAGA
15 Allocation. *Id.*, ¶¶ 1.2, 1.7, 1.31, & 1.44. The Net Settlement Amount that will be
16 distributed to Class Members who do not submit a valid and timely Request for
17 Exclusion ("Settlement Class Members") is estimated to be at least \$920,665.35, and
18 there is no reversion to Defendant.² *Id.*, ¶ 1.46. The entire Net Settlement Amount
19 will be distributed to Settlement Class Members based upon their respective number
20 of Workweeks during the Class Period and the entire PAGA Allocation will be
21 distributed as seventy-five percent (75%) to the California Labor and Workforce
22 Development Agency ("LWDA") ("LWDA Payment") and twenty-five percent
23 (25%) to Aggrieved Employees ("Aggrieved Employees' Portion"). *Id.*, ¶¶ 1.3, 1.4,
24 1.24, 1.47, 6.5, & 6.6.

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26
27 ² This amount is higher than the \$913,500.00 amount stated in Paragraph 16 of the accompanying Declaration of
28 Gillian McCreedy Regarding Notice and Settlement Administration ("Simpluris Declaration" or "Simpluris Decl.")
because the Settlement Administrator's calculation assumes that Class Counsel will obtain litigation costs and
expenses in the maximum allocated amount of \$25,000.00. However, Class Counsel seeks the amount of only
\$17,834.65 for reimbursement of litigation costs and expenses, and the difference of \$7,165.35 will remain part of the
Net Settlement Amount.

On July 31, 2024, Simpluris received the Court-approved Class Notice. Simpluris Decl., ¶ 4. On August 2, 2024, Defendant’s counsel provided Simpluris with the Class Data. *Id.*, ¶ 5. The Class Data contained data for eight hundred and thirty-nine (839) individuals. *Ibid.* Simpluris processed and updated the names and addresses through the National Change of Address Database (“NCOA”) and updated the Class Data with any updated addresses located. *Id.*, ¶ 7. Simpluris was able to locate ninety-one (91) updated addresses using NCOA prior to the mailing of the Class Notice. *Ibid.*

On August 26, 2024, Simpluris mailed the Class Notice via first class mail in English and Spanish to eight hundred and thirty-nine (839) individuals identified as Class Members and/or Aggrieved Employees. Simpluris Decl., ¶ 8. As of the date of this Motion, seventy-six (76) Class Notices were returned to Simpluris. Simpluris Decl., ¶ 9. Of these, none were returned with a forwarding address. *Ibid.* If a Class Member’s Class Notice was returned by the USPS as undeliverable and without a forwarding address, Simpluris performed an advanced address search (i.e. skip trace) on all of these addresses by using Accurint. *Ibid.* Through advanced address searches, Simpluris was able to locate fifty-two (52) updated addresses and Simpluris promptly mailed a Class Notice to those updated addresses. *Ibid.* Ultimately, twenty-four (24) mailed Class Notices remain undeliverable. *Ibid.*

The deadline for Class Members to submit a Request for Exclusion, Objection, or Dispute to Workweek and/or PAGA Workweeks is October 25, 2024. *Id.*, ¶ 11. The Settlement Administrator has received zero (0) Requests for Exclusion, Objections, or Disputes from Class Members. *Id.*, ¶¶ 12, 13, & 14. As of the date of this Motion, there are eight hundred and thirty-nine (839) individuals who did not submit a valid and timely Requests for Exclusion, and are therefore, deemed to be Settlement Class Members. *Id.*, ¶ 15. The *highest* Individual Settlement Payment is currently estimated to be at least \$5,575.81 and the *average* Individual Settlement

1 Payment is currently estimated to be at least \$1,088.80. *Id.*, ¶ 17.³ The *highest*
2 Individual PAGA Payment is currently estimated to be at least \$158.33 and the
3 *average* Individual PAGA Payment is currently estimated to be at least \$102.46. *Id.*,
4 ¶ 19.

5 **IV. THE ATTORNEYS' FEES AWARD REQUESTED BY CLASS**
6 **COUNSEL IS FAIR AND REASONABLE AND SHOULD BE**
7 **APPROVED.**

8 **A. A Fee Award of a Percentage of the Entire Fund Is Appropriate.**

9 Under the terms of the Settlement Agreement, Defendant will pay a Gross
10 Settlement Amount of \$1,610,000.00. The requested attorneys' fees are thirty-five
11 percent (35%) of the total value of the monetary settlement. In light of Class
12 Counsel's successful prosecution and resolution of this matter, the requested
13 attorneys' fees are appropriate and reasonable.

14 When a litigant's efforts result in a settlement from which others may derive
15 benefits, the litigant may require the passive beneficiaries to compensate those whose
16 efforts brought about the settlement. See, R. Pearle, *California Attorney Fee Awards*
17 (CEB, 1993) § 7A, p. 5-7 (permitting attorneys' fees and costs to be paid out of the
18 settlement or directly on behalf of the other parties enjoying the benefit of the
19 settlement). Both state and federal courts have embraced this doctrine. See *Serrano*,
20 *supra*, 20 Cal.3d at 35; *Crampton v. Takegoshi* (1993) 17 Cal.App.4th 308, 317;
21 *Vincent, supra*, 557 F.2d at 769. Where the amount of a settlement is a "certain easily
22 calculable sum of money," courts may calculate attorneys' fees as a reasonable
23 percentage of the settlement. Weil and Brown, *California Practice Guide, Civil*
24 *Procedure Before Trial*, Chapter 14, § 14:145; *In re Bluetooth Headset Prods. Liab.*
25 *Litig.* (9th Cir. 2011) 654 F.3d 935, 942 (the percentage method is particularly
26 appropriate where a monetary settlement has been recovered and "the benefit

27 ³ The actual average and highest Individual Settlement Payment will be larger than the amounts stated in the Simpluris
28 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, i.e., \$7,165.35, will be part of the Net Settlement Amount). See n.2, *supra*.

[recovered can be] easily quantified.”). *see also Laffitte v. Robert Half Int’l Inc.* (2016) 1 Cal.5th 480, 503; *Dunk, supra*, 48 Cal.App.4th at 1808. Courts may calculate and award attorneys’ fees as a percentage of a monetary fund that has, by litigation, been preserved or recovered for the benefit of others. *Laffitte* at 486 & 506.

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. Gaulty* (9th Cir. 1989) 886 F.2d 268, 272; *Vincent v. Hughes Air West, Inc.* (9th Cir. 1977) 557 F.2d 759, 769; *Serrano v. Priest* (1977) 20 Cal.3d 25, 34. 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. 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.

The percentage fee method is preferred in class and representative actions because “it better approximates the workings of the marketplace than the lodestar approach.” *Lealao v. Beneficial Cal., Inc.* (2000) 82 Cal.App.4th 19, 49. California law provides that the award for attorneys’ fees should be equivalent to fees freely negotiated in the legal marketplace and paid in comparable litigation based on the result achieved and risk incurred. *See Lealao, supra*, 82 Cal.App.4th at 47-50; *Laffitte, supra*, 1 Cal.5th 480 at 503. In cases where the settlement agreement provides that the defendant will pay the plaintiff’s attorneys a percentage of the fund created by the settlement, use of that percentage method is appropriate. *Lealao, supra*, 82 Cal.App.4th at 32. Fee awards that are too small will “chill the private enforcement essential to the vindication of many legal rights and obstruct the

1 representative actions that often relieve the courts of the need to separately adjudicate
2 numerous claims.” *Id.* at 53. Therefore, fees in representative actions should
3 approximate the probable terms of a contingent fee contract negotiated by a
4 sophisticated attorney and client in comparable litigation. *Id.* at 48. “The ultimate
5 goal . . . is the award of a ‘reasonable’ fee to compensate counsel for their efforts,
6 irrespective of the method of calculation.” *Consumer Privacy Cases* (2009) 175
7 Cal.App.4th 545, 557-58 (quoting *Apple Computer, Inc. v. Superior Court* (2005)
8 126 Cal.App.4th, 1253, 1270).

9 Class Counsel's application for attorneys' fees in light of the facts and
10 circumstances surrounding the case is well-within the range of reasonableness.
11 Courts have awarded fees as high as 50% of the settlement in complex actions,
12 depending on the circumstances of the case. *See In re Ampicillin Antitrust Litig.*
13 (D.D.C. 1981) 526 F.Supp. 494 (awarding attorneys' fees in the amount of 45% of
14 the \$7.3 million total settlement amount); *Beech Cinema, Inc. v. Twentieth-Century*
15 *Fox Film Corp.* (S.D.N.Y. 1979) 480 F.Supp. 1195 (awarding approximately 53%
16 of the settlement as attorneys' fees). California courts routinely approve attorneys'
17 fees awards “average[ing] around one-third of the recovery.” *Chavez v. Netflix, Inc.*
18 (2008) 162 Cal.App.4th 43, 66 n.11 (lower court found the range of contingency fees
19 in marketplace to be 20%-40% and determined such a percentage fee was
20 appropriate).

21 Class Counsel has performed significant work in this matter, as discussed in
22 the Declaration of Joanna Ghosh with the very real possibility of an unsuccessful
23 outcome and no fee recovery of any kind. Ghosh Decl., ¶¶ 24-30. In the present case,
24 Class Counsel has borne all of the risks and costs of litigation and will not receive
25 any compensation until recovery is obtained. *Id.*, ¶ 38. Class Counsel is experienced
26 in complex wage-and-hour litigation and used that experience to obtain a significant
27 settlement recovery for Plaintiff, the Aggrieved Employees, and the State of
28 California. *Id.*, ¶ 32-37. Considering the amount of fees requested, work performed,

1 risks incurred, results obtained, and experience of Class Counsel in handling similar
2 matters, Plaintiff maintains that the requested attorneys' fees are reasonable and
3 should be awarded.

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

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

21 Compensating class counsel in class litigation on a percentage basis, as
22 requested herein, makes good sense because: (1) it is consistent with the private
23 marketplace where contingent fee attorneys are customarily compensated on such a
24 basis; (2) it aligns the interests of class counsel and absent class members in
25 achieving the maximum possible resolution of the case; and (3) it encourages the
26 most efficient and expeditious resolution of the litigation by providing an incentive
27 for early, yet reasonable, settlement. The requested attorneys' fees in this matter
28 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. A 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 plaintiff. In this case, Plaintiffs have agreed to a contingency fee of at least thirty-five (35%) of the recovery. Ghosh Decl., ¶ 28.

Class Counsel has obtained a substantial recovery on behalf of Plaintiffs, the Class, Aggrieved Employees, 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 Plaintiffs and Class Counsel. Thus, the requested attorneys' fees are appropriate.

B. The Attorneys' Fees Award Requested by Class Counsel is Reasonable Based on the Factors Considered in Determination of Fee Awards.

The factors which courts consider in determining whether fee awards are reasonable, all of which support the fee award requested by Class Counsel, are: the time and labor required; the novelty and difficulty of the questions involved; 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 customary fee; whether the fee is fixed or contingent; the time limitation imposed by the client or the circumstances; the amount involved and results obtained; the experience, reputation, and ability of the attorney; the undesirability of the case; the nature and length of the professional relationship with the client; and awards in similar cases. *Camden I Condominium*

1 *Association, Inc. v. Dunkel* (11th Cir. 1991) 946 F.2d 768, 772. Some of the most
2 relevant factors to this Court's fee determination will be addressed below.

3 The award of attorneys' fees in the amount of \$563,500.00 (which is 35% of
4 the Gross Settlement Amount) is commensurate with the time, effort, and expense
5 dedicated to the case, the contingent nature of Class Counsel's fee and the risks taken
6 in commencing the case, the skill and determination required, the results that Class
7 Counsel has achieved, and the value of the settlement that Class Counsel have
8 obtained.

9 ***1. Time & Labor.***

10 Class Counsel used its experience and skills, and dedicated the full extent of
11 resources, to litigate and bring this case to a successful conclusion.

12 As outlined in the Declaration of Joanna Ghosh, Class Counsel has fully and
13 actively participated in litigation of this case. Ghosh Decl., Exh. A. The Parties
14 conducted significant investigation and informal discovery during the course of
15 litigating the case, mediation, and extensive settlement negotiations. *Id.*, ¶ 26. The
16 Parties agreed to engage in, and did engage in, extensive informal discovery through
17 the exchange of information and documents. *Id.*, ¶ 25. Class Counsel reviewed and
18 analyzed a large volume of information, data, and documents obtained from
19 Plaintiffs, Defendant, and other sources, in the course of litigation and in connection
20 with mediation and settlement negotiations. *Ibid.* Class Counsel developed liability,
21 damages, and penalties valuation models in the course of litigation and in connection
22 with mediation and settlement negotiations, and met and conferred with Defendant's
23 counsel on numerous occasions, e.g., to discuss issues relating to the pleadings, case
24 management, discovery, jurisdiction, and production of information, documents, and
25 data in the course of litigation and in connection with the mediation and settlement
26 negotiations, and mediation and settlement. *Ibid.* Other work performed by Class
27 Counsel included, and was not limited to, case strategy and analysis; drafting,
28 reviewing, and revising the pleadings, motion-related papers, the mediation brief,

1 and settlement documents; and preparing for and attending court proceedings and
2 mediation and settlement negotiations, among other tasks. Ibid.

3 Class Counsel has dedicated staffing and monetary resources necessary to
4 prosecute this case diligently and with maximum efficiency and has fully and
5 actively participated in the litigation process. The Task and Time Chart, which is
6 attached as EXHIBIT A to the accompanying Declaration of Joanna Ghosh, sets forth
7 in detail the hours that Class Counsel has spent performing tasks in this matter.
8 Ghosh Decl., Exh. A. Class Counsel has spent 355.40 hours performing tasks and to
9 obtain a significant recovery in the case. Ghosh Decl., ¶ 30. These hours were
10 required to bring this case to its successful conclusion. In light of the value of Class
11 Counsel's work and the carrying of costs involved in litigating this case, the
12 requested attorneys' fees are fair, adequate, and reasonable.

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

14 The skill required to properly litigate the case is evident not only in the results
15 achieved, but in the steps necessary to reach those results. Defendant retained well-
16 respected counsel to represent its defenses.

17 Class Counsel exercised its skill to perform significant investigation, analysis,
18 and research prior to filing this case, during the litigation, and prior to mediation.
19 Class Counsel took steps to prepare the matter for class certification and
20 representative adjudication and had every intention of taking the case to trial on a
21 class-wide basis if Defendant did not offer an appropriate class-wide settlement.
22 Despite all of the obstacles that had to be overcome, as demonstrated in the
23 Declaration of Joanna Ghosh, Class Counsel used its extensive experience and skill
24 in the handling of class actions and complex wage-and-hour matters in order to
25 advocate for and obtain the Settlement with maximum efficiency. Ghosh Decl., ¶¶
26 32-37.

27 **3. Whether the Fee Is Fixed or Contingent.**

28 Plaintiffs entered into a contingency fee agreement with Class Counsel, and

1 the representation provided by Class Counsel has been wholly contingent. Class
2 Counsel has invested 355.40 hours of time to obtain relief on behalf of Plaintiffs,
3 Class Members, Aggrieved Employees, and the State of California. Ghosh Decl., ¶
4 30, Exh. A. Class Counsel has also incurred litigation costs and expenses in the
5 amount of \$17,834.65.⁴

6 Class Counsel has borne all of the risks and costs of litigation and will not
7 receive any compensation until recovery is obtained. Ghosh Decl., ¶ 38.

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

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

15 *Cates v. Chiang* (2013) 213 Cal.App.4th 791, 823 (internal quotes and citations
16 omitted). Class Counsel litigated the case on a contingent basis with all of the
17 concomitant risk factors inherent in such an uncertain undertaking. Had Class
18 Counsel not been successful, the time that Class Counsel has devoted to litigating
19 the case would have been for naught, and would not have produced any fee or any
20 reimbursement of costs or expenses. *See Vizcaino* at 1048-49 (discussing the risks of
21 engaging in litigation without certainty of compensation).

22 ***4. The Amount Involved and the Results Achieved.***

23 The Settlement represents an excellent resolution of this matter, given the risks
24 inherent in litigating the matter through class certification proceedings, trial, and/or
25 appeals. Had this matter not settled, Defendant would have vigorously challenged
26 certifiability, manageability of representative adjudication, and liability. Defendant,
27 however, faced risks if the Court certified a class and allowed a jury to decide the
28

⁴ See Part V, *infra*.

claims. Additionally, preparing this 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 costly, risk, and prolonged litigation involving expert discovery, trial preparation, class certification proceedings, and appellate review of those proceedings.

The results achieved, in light of the difficulties inherent in similar cases and the specific difficulties faced in this case, are considerable.

Class Counsel obtained a settlement of \$1,610,000.00. Ghosh Decl., ¶ 29. The Gross Settlement Amount will be fully paid out, in accordance with the terms of the Settlement Agreement. The highest Individual Settlement Payment to a Settlement Class Member is currently estimated to be \$5,575.81 and the average Individual Settlement Payment is currently estimated to be \$1,088.80. Simpluris Decl., ¶ 17. The highest Individual PAGA Payment to an Aggrieved Employee is currently estimated to be \$158.33 and the average Individual PAGA Payment is currently estimated to be \$102.46. *Id.*, ¶ 19.

5. 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 case to a successful conclusion. Class Counsel has years of complex and class action litigation experience, has recovered millions of dollars on behalf of thousands of individuals in California, and has successfully handled numerous significant wage-and-hour-class action and complex cases. Ghosh Decl., ¶¶ 32-37.

C. The Lodestar Methodology Also Justifies Approval of the Requested Fees.

1 While the percentage-of-the-benefit approach is endorsed as the better
2 approximation of the workings of the marketplace than the lodestar approach, courts
3 may also use the lodestar method to “cross-check” the results of the other.

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

7 The reasonableness of hours is assessed by “the entire course of the litigation,
8 including pretrial matters, settlement negotiations, discovery, litigation tactics, and
9 the trial itself[.]” *Vo v. Las Virgenes Municipal Water Dist.* (2000) 79 Cal.App.4th
10 440, 447.

11 As discussed above in Part IV, *infra*, and also discussed in the Declaration of
12 Joanna Ghosh, this matter was highly contested and Class Counsel expended
13 significant time and labor in this matter. The Attorney Task and Time Chart sets forth
14 in detail the numerous tasks that Class Counsel performed in this case, and the time
15 required for completing those tasks. See Ghosh Decl., Exh. A. The chart
16 demonstrates that Class Counsel has spent a total of 355.40 hours litigating the case
17 and finalizing the Settlement. *Id.*, ¶ 30. In light of the facts and circumstances of the
18 case, as well as the results that Class Counsel has achieved on behalf of Plaintiffs,
19 the Class Members, the Aggrieved Employees, and the State of California, Class
20 Counsel has spent a reasonable number of hours on this case. In addition, Class
21 Counsel will continue to perform work on this case through the date of final approval
22 and in connection with the implementation of the Settlement.

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

1 taking the risk of nonpayment by paying them a premium over their normal hourly
2 rates for winning contingency cases.” See *id.*

3 Class Counsel has been actively involved in the prosecution of the case, and
4 the work performed in this matter has precluded other employment. Here, Class
5 Counsel bore the risk that, despite all of its efforts and skills employed, there may be
6 no recovery. Ultimately, Class Counsel was successful in reaching a settlement of
7 \$1,610,000.00.

8 As set forth in the Declaration of Joanna Ghosh, the professional backgrounds
9 and experience of Class Counsel support a reasonable blended hourly rate of
10 compensation at the rate of \$850 per hour for services provided by Class Counsel.
11 Ghosh Decl., ¶ 31. Lawyers *for* Justice, PC has been awarded attorneys’ fees,
12 compensating the firm at the blended rate of at least \$850 per hour for legal service
13 performed, by courts of this state. *Ibid.* While the circumstances of every case are
14 unique, the fact remains that the work performed and efforts undertaken by Class
15 Counsel on behalf of the Class Members justify the requested attorneys’ fees.

16 Applying the rate of \$850 per hour to 355.40 hours worked by Class Counsel,
17 would place a base lodestar value of \$302,090.00 on the services provided by Class
18 Counsel.

19 It also bears noting that a court may apply a multiplier in consideration for
20 risk, efficiency, and/or obtaining a substantial result, to enhance the lodestar for
21 purpose of cross-check. See *Ketchum*, 24 Cal.4th at 1133-34 (holding that a risk
22 multiplier may be applied to compensate contingency fee attorneys at a fair market
23 rate). Such an enhancement “mirrors the established practice in the private legal
24 market of rewarding attorneys for taking the risk of nonpayment by paying them a
25 premium over their normal hourly rates for winning contingency cases.” *Vizcaino*,
26 290 F.3d at 1051; accord *Ketchum*, *supra*, 24 Cal.4th 1122, 1132-34. A risk
27 multiplier also serves to bring the financial incentives for enforcing important rights
28 “into line with incentives [attorneys] have to undertake claims for which they are

1 paid on a fee-for-services basis.” *Ketchum*, 24 Cal.4th at 1132. Courts have approved
2 fee awards with multipliers of 2 and even higher. See, e.g., *City of Oakland v.*
3 *Oakland Raiders* (1988) 203 Cal.App.3d 78 (affirming a 2.34 multiplier without
4 remand); *Wershba, supra*, 91 Cal.App.4th at 255 (“Multipliers can range from 2 to
5 4 or even higher.”); *Sutter Health Uninsured Pricing Cases* (2009) 171 Cal.App.4th
6 495, 512 (applying a 2.52 multiplier on a lodestar cross-check); *Chavez v. Netflix,*
7 *Inc.* (2008) 162 Cal.App.4th 43, 66 (applying a 2.5 multiplier in a consumer class
8 action).

9 The risks involved, skill required, complexity of the matter, and results
10 obtained warrant upward enhancement of the lodestar. Even when courts have opted
11 to award fees in settlement fund cases based on time reasonably expended on the
12 action, courts have generally awarded these fees based on the actual time expended
13 (the lodestar) in conjunction with a multiplier of between 2 and 4. *Kerr v. Screen*
14 *Extras Guild, Inc.* (9th Cir. 1975) 526 F.2d 67. Adjustment of the base lodestar
15 figure to compute an award of attorneys’ fees for a claim under the California Labor
16 Code is appropriate. See *Id.*, at 1135-36; *Serrano v. Priest* (1977) 20 Cal.3d 25, 48-
17 49. Courts frequently apply multipliers to enhance the lodestar to reflect the risks
18 involved, the complexity of the litigation, and the other relevant facts. *Vizcaino*, 290
19 F.3d at 1051; *Graham v. DaimlerChrysler Corp.* (2004) 34 Cal.4th 553, 579 (“One
20 of the most common fee enhancers [...] is for contingency risk.”). Such an
21 enhancement “mirrors the established practice in the private legal market of
22 rewarding attorneys for taking the risk of nonpayment by paying them a premium
23 over their normal hourly rates for winning contingency cases.” *Vizcaino*, 290 F.3d
24 at 1051; accord *Ketchum*, 24 Cal.4th at 1132-33. A risk multiplier also serves to
25 bring the financial incentives for enforcing important rights “into line with incentives
26 [attorneys] have to undertake claims for which they are paid on a fee-for-services
27 basis.” *Ketchum*, 24 Cal. 4th at 1132. In determining whether or not to enhance the
28 lodestar, California courts take into account multiple factors, many of which were

1 specifically addressed above in §§ IV.B, *infra*. See, *Cates* at 822-23. Multiple
2 factors warrant enhancement of the lodestar in this case, including the following: the
3 time and labor required; the skill requisite to perform the legal services properly; the
4 preclusion of other employment by the attorney due to the acceptance of the case;
5 the contingent nature of the fee; the amount involved and results obtained; the
6 experience, reputation, and ability of the attorney; and awards in similar cases.
7 *Ketchum* at 1134. Therefore, a multiplier of 1.87 should be applied.

8 Defendant raised defenses and denied liability, and the case involved
9 gathering and analyzing documents and data not only from Defendant but also from
10 the Class Members. The handling of this matter involved a great amount of effort,
11 and required the exercise of high-level of skill, which Class Counsel has as a result
12 of extensive experience in employment class actions and wage-and-hour litigation.

13 Most importantly, all services were performed by Class Counsel on a
14 contingent basis. Both California and federal courts recognize that attorneys should
15 be compensated for taking on such contingent risks and provided with financial
16 incentives to enforce important rights and protections like those at issue in the matter
17 at hand. See, e.g., *Vizcaino*, 290 F.3d at 1051; *Ketchum*, 24 Cal. 4th at 1132-33. Here,
18 Class Counsel bore the risk that, despite all of its efforts and the skill employed, there
19 may be no recovery. Therefore, at a minimum, Class Counsel is entitled to a risk
20 multiplier.

21 Applying the rate of \$850 per hour to 355.40 hours for services provided by
22 Class Counsel results in a base lodestar value of \$302,090.00 for the work performed
23 by Class Counsel, and applying a modest multiplier of 1.87, the total enhanced
24 lodestar fees are \$564,908.30. Class Counsel seeks an attorneys' fee award of
25 \$563,500.00 (35% of the Gross Settlement Amount). Far greater multipliers have
26 been awarded in similar cases, and the total amount of fees sought by Class Counsel
27 is also reasonable compared to fees awarded in similar cases. Courts routinely
28 enhance lodestar amounts based on multipliers that "range from **2 to 4 or even**

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

8 The nature of the work performed, skill exercised, and the outcome in “this
9 matter—which involves an outstanding monetary recovery involving a *Gross*
10 *Settlement Amount of \$1,610,000.00* (with a Net Settlement Amount
11 of *approximately \$920,665.35 to be paid to Settlement Class Members* with an
12 average payment of at least approximately \$1,088.80 per Settlement Class Member,
13 a *payment of \$18,750.00 to Aggrieved Employees* with an average payment of
14 \$102.46 per Aggrieved Employee, and *payment of \$56,250.00 to the State of*
15 *California*—support the percentage fee sought and the application of a lodestar
16 multiplier. *Simpluris Decl.*, ¶¶ 16-19. *See n.2, supra.*

17 The application of a modest multiplier of 1.87 is warranted, and the lodestar
18 as a cross-check to the percentage figure sought herein, strongly supports the
19 reasonableness of the requested attorneys’ fees award. Accordingly, the Court is
20 respectfully requested to award attorneys’ fees in the amount of \$563,500.00 to Class
21 Counsel.

22 **V. REIMBURSEMENT OF CLASS COUNSEL’S LITIGATION COSTS**
23 **AND EXPENSES SHOULD BE APPROVED.**

24 The Settlement provides for reimbursement of litigation costs and expenses of
25 up to \$25,000.00. As set forth in the Declaration of Joanna Ghosh, Class Counsel
26 seeks reimbursement of \$17,834.65 in litigation costs and expenses incurred in this
27 case. *Ghosh Decl.*, ¶ 38. This amount was reasonable and necessary in the
28 prosecution of the case and to obtain the Settlement, and is less than the maximum

amount allocated under the Settlement Agreement. Ibid. The cost savings of \$7,165.35 will be part of the Net Settlement Amount, which will be distributed to the Settlement Class. Ibid. Accordingly, the Court is respectfully requested to award litigation costs and expenses in the amount of \$17,834.65 to Class Counsel.

VI. THE SERVICE AWARDS SHOULD BE APPROVED.

The Settlement provides for Service Awards in the amount of \$10,000.00 each to Plaintiffs Cameron Fletcher and Katrina Wilson (for a total of \$20,000.00) to compensate Plaintiffs for the time and effort that they expended on behalf of the Class, Aggrieved Employees, and the State of California. The requested Service Awards are both common and reasonable and should be awarded.

In determining whether to make service payments, courts consider the following factors: (1) the risk to the class 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).

Plaintiffs spent a substantial amount of time and effort producing relevant documents and past employment records, as well as providing the facts and evidence necessary to attempt to prove the allegations. Ghosh Decl., ¶ 39; Declaration of Cameron Fletcher (“Fletcher Decl.”), ¶¶ 3-5; Declaration of Katrina Wilson (“Wilson Decl.”), ¶¶ 3-5. Plaintiffs were available whenever Class Counsel needed them and actively tried to obtain, and gave information that would facilitate the pursuit of class and PAGA claims. Ibid. Plaintiffs spent numerous hours speaking with Class Counsel about their claims, describing their work experiences with Defendant, and gathering and reviewing documents. Ghosh Decl., ¶ 39; Fletcher Decl., ¶¶ 3-5; Wilson Decl., ¶¶ 3-5. These services merit the requested Service

Awards to Plaintiffs, whom have not received any compensation for their efforts on behalf of the Class Members to date. Fletcher Decl., ¶ 8; Wilson Decl., ¶ 8.

The requested Service Awards were fully disclosed in the Class Notice that was mailed to the Class Members. No objections were made with regards to the requested Service Awards. Accordingly, it is appropriate and just for Plaintiffs Cameron Fletcher and Katrina Wilson to receive \$10,000.00 each (for a total of \$20,000.00) as a reasonable Service Award, for their services in this matter, in addition to their individual settlement payment.

VII. THE ADMINISTRATIVE COSTS SHOULD BE APPROVED.

As set forth in the accompanying Simpluris Declaration, the total costs incurred and to be incurred by Simpluris for the notice and settlement administration process are \$13,000.00. Simpluris Decl., ¶ 20. The costs incurred and to be incurred include, but are not limited to, (a) establishing and maintaining a related settlement fund account; (b) establishing and maintaining a calendar of administrative deadlines and responsibilities; (c) processing and mailing payments to the Plaintiffs, Class Counsel, Settlement Class Members, and Aggrieved Employees; (d) translating, printing, and mailing the Class Notice to Class Members and Aggrieved Employees in English and Spanish; (e) receiving and validating Requests for Exclusion, Objections, and Disputes submitted by Class Members and Aggrieved Employees; (f) calculating employer payroll taxes and contributions on the wages portion of Individual Settlement Shares and providing appropriate forms and calculations to Defendant; (g) mailing Individual Settlement Payment checks to Settlement Class Members and Individual PAGA Payment checks to Aggrieved Employees, (h) providing counsel with weekly reports; and (i) other tasks as the Parties mutually agree or the Court orders Simpluris to perform. *Id.*, ¶ 3.

Accordingly, the Court should grant final approval of payment to Simpluris, a necessary third-party administrator, for its handling of the notice and settlement process, in the amount of \$13,000.00.

1 **VIII. CONCLUSION**

2 For the foregoing reasons, Plaintiffs respectfully request that the Court award
3 Class Counsel Award, the Service Awards, and the Administrative Costs in their
4 entirety, as sought herein.

5
6 Dated: September 30, 2024

LAWYERS *for* JUSTICE, PC

7
8 By: _____



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