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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN FRANCISCO**

CONNOR BROWN, 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.

BI-RITE MANAGEMENT SERVICES LLC,
a California limited liability company; BI-
RITE MARKET, INC. dba BI-RITE FAMILY
OF BUSINESSES, a California corporation;
BI-RITE CREAMERY, INC., a California
corporation; BIRITE CATERING, LLC dba
BI-RITE CATERING & COMMISSARY
KITCHEN, a California limited liability
company; BI-RITE DIVIS, INC., a California
corporation; and DOES 1 through 25,
inclusive,

Defendants.

Case No. CGC-24-611385

Honorable Jeffrey S. Ross
Department 613

**NOTICE OF MOTION AND MOTION FOR
APPROVAL OF ATTORNEYS' FEES AND
COSTS AND ENHANCEMENT PAYMENT**

Date: March 12, 2026
Time: 9:00 a.m.
Dept.: 613

Complaint Filed: January 3, 2024
FAC Filed: February 27, 2024
Trial Date: Not Set

1 **TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:**

2 **PLEASE TAKE NOTICE THAT** on **March 12, 2026 at 9:00 a.m.** in Department 613 of
3 the above-captioned Court located at Civic Center Courthouse, 400 McAllister Street, San Francisco,
4 California 94102, Plaintiff Connor Brown (“Plaintiff”) will and hereby does move the Court for an
5 Order (1) awarding Class Counsel’s attorneys’ fees in the amount of Six Hundred Sixteen Thousand
6 Six Hundred Sixty-Six Dollars and Sixty-Seven Cents (\$616,666.67); (2) awarding Class Counsel’s
7 actual litigation costs and expenses in the amount of Twenty-Four Thousand Five Hundred Ninety-
8 Seven Dollars and Eighty-Three Cents (\$24,597.83); and (3) approving the Enhancement Payment in
9 the amount of Ten Thousand Dollars and Zero Cents (\$10,000.00) to Plaintiff in recognition of his
10 services to the Class.

11 This Motion is made pursuant to California Rules of Court, Rule 3.769, which requires court
12 approval by the Court of a class action settlement. This Motion is based on the following
13 Memorandum of Points and Authorities, the Settlement Agreement, the Declarations of Class Counsel
14 (Miriam L. Schimmel) and the Class Representative (Connor Brown), the pleadings and other records
15 on file with the Court in this matter, and such evidence or oral argument as may be presented at the
16 hearing on this Motion.

17 Respectfully submitted,

18 Dated: January 30, 2026

BLACKSTONE LAW, APC

19 By: Miriam L. Schimmel
20 Miriam L. Schimmel
21 Attorneys for Plaintiff Connor Brown
22 and the Class
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1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. INTRODUCTION**

3 Plaintiff Connor Brown (“Plaintiff” or “Class Representative”) moves for an award of the
4 Attorneys’ Fees and Costs to Class Counsel and approval of the Enhancement Payment to Plaintiff as
5 the Class Representative. Plaintiff and Defendants Bi-Rite Management Services LLC, Bi-Rite
6 Market, Inc. dba Bi-Rite Family of Businesses, Bi-Rite Creamery, Inc., Bi-Rite Catering, LLC dba Bi-
7 Rite Catering & Commissary Kitchen, and Bi-Rite Divis, Inc. (collectively, “Defendants”)
8 (collectively with Plaintiff, the “Parties”) have entered into the First Amended Joint Stipulation of
9 Class Action and PAGA Settlement (“Settlement Agreement” or “Settlement”) for a total amount of
10 One Million Eight Hundred Fifty Thousand Dollars and Zero Cents (\$1,850,000.00) (“Gross
11 Settlement Amount”).

12 Plaintiff seeks the Court’s approval of an attorneys’ fee award of Six Hundred Sixteen
13 Thousand Six Hundred Sixty-Six Dollars and Sixty-Seven Cents (\$616,666.67), plus reimbursement
14 of Twenty-Four Thousand Five Hundred Ninety-Seven Dollars and Eighty-Three Cents (\$24,597.83)
15 in actual litigation costs and expenses. Class Counsel’s request for an award of attorneys’ fees and
16 costs is reasonable and appropriate in light of the outstanding work performed by Class Counsel in the
17 matter, the contingent nature of this action, and the results achieved under the Settlement. (*Lealao v.*
18 *Beneficial California, Inc.* (2000) 82 Cal.App.4th 19).

19 Plaintiff also requests the Court’s approval of the Enhancement Payment to be paid to Plaintiff
20 in the amount of Ten Thousand Dollars and Zero Cents (\$10,000.00). This amount proposed to be
21 awarded to Plaintiff is fair and reasonable for the reasons Plaintiff provided in his declaration. (*See*
22 *Declaration of Plaintiff Connor Brown in Support of Motion for Final Approval of Class Action and*
23 *PAGA Settlement [“Brown Decl.”] filed concurrently herewith*). Courts approve incentive awards to
24 plaintiffs when justified and appropriate to compensate plaintiffs for their time, effort, and
25 inconvenience. (*See e.g., Van Vranken v. Atlantic Riclifield Co.* (N.D. Cal. 1995) 901 F. Supp. 294,
26 299).

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1 **II. THE REQUESTED ATTORNEYS’ FEES AND COSTS ARE REASONABLE**
2 **AND SHOULD BE APPROVED**

3 Class Counsel seeks one-third (1/3) of the Gross Settlement Amount (i.e., \$616,666.67) for
4 fees for the time spent litigating this matter and reimbursement of actual costs and expenses totaling
5 Twenty-Four Thousand Five Hundred Ninety-Seven Dollars and Eighty-Three Cents (\$24,597.83).
6 (Declaration of Miriam L. Schimmel in Support of Plaintiff’s Motion for Attorneys’ Fees and Costs
7 and Enhancement Payment [“Schimmel Decl.”], ¶ 2). The requested fees and costs are fair
8 compensation for undertaking complex, risky, expensive, and time-consuming litigation on a
9 contingent fee basis, especially in light of the substantial benefits achieved by Class Counsel for the
10 Class Members. (Ibid).

11 **A. Plaintiff’s Fee Request of One-Third (1/3) of the Gross Settlement Amount**
12 **is Proper Under the Common Fund Doctrine**

13 Courts have long recognized the “common fund” or “common benefit” doctrine, under which
14 attorneys who create a common fund or benefit for a group of persons may be awarded their fees and
15 costs to be paid out of the fund. (*See Serrano v. Priest* (“*Serrano III*”) (1977) 20 Cal.3d 25, 34,
16 quoting *D’Amico v. Board of Medical Examiners* (1974) 11 Cal.3d 1; *Glendale City Employees’*
17 *Association v. City of Glendale* (1975) 15 Cal.3d 328, 341 fn.19; *Quinn v. State of California* (1995)
18 15 Cal.3d 162, 16 7; *see also Boeing Co. v. Van Gernert* (1980) 444 U.S. 472,478; *Mills v. Electric*
19 *Auto-Lite Co.* (1970) 396 U.S. 375, 391-392).

20 The California Supreme Court has held that, “when a number of persons are entitled in
21 common to a specific fund, and an action brought by a plaintiff or plaintiffs for the benefit of all results
22 in the creation or preservation of that fund, such plaintiff or plaintiffs may be awarded attorneys’ fees
23 out of the fund.” (*Serrano III, supra*, 20 Cal.3d at 34, quoting *D’Amico*, 11 Cal.3d 1; *see also Boeing,*
24 *supra*, 444 U.S. at 478 (“[A] lawyer who recovers a common fund for the benefit of persons other than
25 himself or his client is entitled to a reasonable attorney’s fee from the fund as a whole.”); *Mills, supra*,
26 396 U.S. at 391-392 (United States Supreme Court endorsing the common fund approach in class
27 actions)). California Practice Guide: Civil Trials and Evidence (The Rutter Group) at § 17:172.3
28 explains the common fund doctrine as follows:

1 Where the lawsuit results in the recovery of a fund or property benefiting
2 others as well as plaintiff (e.g., a class action), the court has inherent
3 equitable power to order plaintiffs attorney fees paid out of the common
fund or property [citations]. Such fee spreading assures that all of those
benefited by the litigation pay their fair share of obtaining the recovery.

4 The percentage-of-the-fund approach appears to be the preferred method of awarding fees in
5 traditional common fund cases, such as this case. Where the settlement amount is a “certain or easily
6 calculable sum of money,” use of the percentage-of-the-fund method is appropriate. (*Serrano III*, 20
7 Cal. 3d at 35).

8 In *Laffitte v. Robert Half Int’l Inc.* (2016) 1 Cal.5th 480, a wage and hour class action wherein
9 class counsel obtained a \$19 million non-reversionary settlement on behalf of the class, the California
10 Supreme Court approved the use of the percentage of fund or common fund method to award one-
11 third of the settlement amount or \$6,333,333.33 to class counsel for attorneys’ fees. The Court stated:

12 Whatever doubts may have been created by *Serrano III*, supra, 20 Cal.3d 25, [], or the
13 Court of Appeal cases that followed, we clarify today that use of the percentage method
14 to calculate a fee in a common fund case, where the award serves to spread the attorney
15 fee among all the beneficiaries of the fund, does not in itself constitute an abuse of
16 discretion. We join the overwhelming majority of federal and state courts in holding
17 that when class action litigation established a monetary fund for the benefit of the class
18 members, and the trial court in its equitable powers awards class counsel a fee out of
19 that fund, the court may determine the amount of a reasonable fee by choosing an
appropriate percentage of the fund created. The recognized advantages of the percentage
method - including relative ease of calculation, alignment of incentives between counsel
and the class, a better approximation of market conditions in a contingency case, and
the encouragement it provides counsel to seek an early settlement and avoid
unnecessarily prolonging the litigation [] convince us the percentage method is a
valuable tool that should not be denied our trial courts.

20 (*Laffitte*, 1 Cal.5th at 503).

21 In *Quinn v. State of California* (1995) 15 Cal.3d 162, 167, the California Supreme Court stated:
22 “[O]ne who expends attorneys’ fees in winning a suit which creates a fund from which others derive
23 benefits may require those passive beneficiaries to bear a fair share of the litigation costs.” Similarly,
24 in *City and County of San Francisco v. Sweet* (1995) 12 Cal.4th 105, 110-111, the California Supreme
25 Court recognized that the common benefit doctrine has been applied “consistently in California when
26 an action brought by one party creates a fund in which other persons are entitled to share.”

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1 Numerous appellate courts have similarly found. (*See e.g., Knoff v. City and County of San*
2 *Francisco* (1969) 1 Cal.App.3d 184, 203-204 (court upheld a “contingent percentage” award of
3 attorneys’ fees in a representative action as the proper exercise of the court’s broad equitable powers);
4 *Rider v. County of San Diego* (1992) 1 I Cal.App.4th 1410, 1423 (attorneys’ fees and expenses properly
5 awarded from common benefit composed of illegally imposed sales and use tax); *Bank of America v.*
6 *Cory* (1985) 164 Cal.App.3d 66, 89-92 (fees awarded from common benefit created by action
7 compelling state to claim dormant bank accounts); *Parker v. Los Angeles* (1974) 44 Cal.App.3d 556,
8 567-568 (court upheld fee award equal to one-third of the damages to owners of residential property
9 in an inverse condemnation action)).

10 The Supreme Court noted that several courts have expressed frustration with the alternative
11 “lodestar” approach for deciding fee awards, which usually involves wading through voluminous and
12 often indecipherable time records. (*Laffitte*, 1 Cal.5th at 503; *see Lealao v. Beneficial California, Inc.*
13 (2000) 82 Cal.App.4th 19, 31 n.5 citing *In re Activision Sec. Litig.* (N.D. Cal 1989) 723 F. Supp. 1373,
14 1375). The percentage approach is preferable to the lodestar because: (1) it aligns the interests of class
15 counsel and absent class members; (2) it encourages efficient resolution of the litigation by providing
16 an incentive for early, yet reasonable, settlement; and (3) it reduces the demands on judicial resources.
17 (*In re Activision Sec. Litig.*, 723 F. Supp. at 1378-79). The Ninth Circuit now routinely uses the
18 percentage of the common fund approach to determine the award of attorney’s fees. (*Lealao*, 82
19 Cal.App.4th at 30-31; *see e.g., In re Pac. Enters. Sec. Litig.* (9th Cir. 1995) 47 F.3d 373, 378-79
20 (approving attorney’s fee of 33%)).

21 A fee of one-third (1/3) of the Gross Settlement Amount (i.e., \$616,666.67) is easily within the
22 range of reasonableness. Historically, courts have awarded percentage fees in the range of 20% to
23 50%, depending on the circumstances of the case. (*See In re Activision Sec. Litig.*, 723 F. Supp. at
24 1378). According to Professor Newberg: “No general rule can be articulated on what is a reasonable
25 percentage of a common fund...Usually 50 per cent of the fund is the upper limit on a reasonable fee
26 award from a common fund, in order to assure that fees do not consume a disproportionate part of the
27 recovery obtained for the class, though somewhat larger percentages are not unprecedented.”
28 (Newberg on Class Actions (4th Ed.), § 14.6). Class Counsel’s requested fee is reasonable and falls

1 well within the historical range of attorney's fee awards under the common fund theory. Based on
2 Class Counsel's showing of reasonableness, the Court should approve the requested fees pursuant to
3 the common fund approach.

4 **B. The Circumstances of this Case Support a One-Third (1/3) Fee Award**

5 Given the significant results achieved under the circumstances of this litigation, the requested
6 fee award is reasonable. As discussed in *Sumitomo Copper Litigation*, *supra*, 74 F. Supp. 2d at 396:

7 No one expects a lawyer whose compensation is contingent on the
8 success of his services to charge, when successful, as little as he
9 would charge a client who in advance of the litigation has agreed to
10 pay for his services, regardless of success. Nor, particularly in
11 complicated cases producing large recoveries, is it just to make a fee
12 depend solely on the reasonable amount of time expended.

13 In that vein, this Court should consider the contingent nature of this case, the uncertainty of
14 the outcome, the quality of the counsel, and the preclusion from other employment.

15 **C. The Contingent Nature of This Matter**

16 From the outset of the case to the present, prosecution of this matter has involved significant
17 financial risk for Class Counsel. Class Counsel undertook this matter solely on a contingent basis,
18 with no guarantee of recovery. Class Counsel has placed its own resources at risk to prosecute this
19 matter with no guarantee of success. The risks of this matter are apparent in that class certification
20 would likely have been a hard-fought issue, especially given the uncertainty regarding certification of
21 cases such as this. Moreover, even if class certification were granted over Defendants' opposition,
22 there was no assurance that Plaintiff would succeed at trial. Despite such challenges, Class Counsel
23 was able to persuade Defendants that they faced significant liability exposure such that they were
24 willing to pay \$1,850,000.00 to settle the Class Members' claims.

25 **D. The Experience, Reputation, Ability of Counsel, and Skill in Litigation**

26 Class Counsel has substantial experience in wage-and-hour and other class action litigation,
27 including litigation involving the legal issues in this matter. (Schimmel Decl., ¶ 5). Class Counsel's
28 skill in developing a factual record and convincing Defendants of their litigation exposure under
California law was essential to achieving the Settlement. Through its skill and reputation, Class
Counsel was able to obtain a settlement that provides an outstanding result for Class Members. (*See generally* Schimmel Decl.).

1 **E. The Results Achieved**

2 The excellent results achieved by the Settlement support Class Counsel’s request for attorneys’
3 fees. The efficiency with which this litigation was conducted and resolved should be rewarded. After
4 preparing and investigating the case prior to filing the action, Class Counsel strongly litigated and then
5 resolved the case in an efficient manner. The Class Members will directly benefit from the prompt
6 and fair resolution of their claims. They will be receiving a significant award in a relatively short
7 period of time, as opposed to waiting years to recover some undetermined amount if they succeeded
8 at trial, which is an uncertainty in itself.

9 **F. Preclusion of Other Employment**

10 As California law recognizes, Class Counsel’s commitment to this litigation should not be
11 assessed in a vacuum. (*See Serrano, supra*, 20 Cal.3d at 49). A relevant factor in determining
12 attorneys’ fees is whether the litigation required Class Counsel to forego other employment. (*See*
13 *ibid*). Class Counsel had to consider its workload during this litigation when considering taking on
14 additional work that was available, and which Class Counsel had to forego in order to devote the time
15 necessary to pursue this litigation. (Schimmel Decl., ¶ 4).

16 **G. The Requested Fees Are Also Justified Under the Lodestar Method**

17 Fee calculations under the lodestar method would result in a similar award, demonstrating the
18 fairness of Class Counsel’s percentage fee request. Under the lodestar method, a base fee amount is
19 calculated from a compilation of time reasonably spent on the case and the reasonable hourly
20 compensation of the attorney. The base amount is then adjusted by use of a multiplier in light of
21 various factors. (*Serrano III, supra*, 20 Cal.3d at 48). Class Counsel’s hourly rates are summarized
22 in the Schimmel Decl. at ¶¶ 5-6.

23 One difficulty in determining the hourly rate of attorneys of similar skill and experience in the
24 relevant community is the scarcity of hourly fee-paying clients in class action litigation. (Schimmel
25 Decl., ¶ 6). As a practical matter, few if any employees or consumers pay attorneys’ fees on an hourly
26 basis for such extensive litigation, and thus retainer agreements in such cases are based on a stepped-
27 up contingency fee (with the percentage increasing from one third to forty-five – and sometimes even
28 fifty percent, which is on par with personal injury contingency fee agreements – if the case goes to

1 trial). (Ibid). Therefore, there is no customary hourly billing rate for work that is routinely based on
2 a contingent fee relationship, but the nature of class action work should be strongly considered by the
3 Court. (Ibid). Wage and hour work presents a specialized and challenging area of law that is not
4 within the knowledge of many lawyers. (Ibid). This kind of class action work requires specialized
5 learning and the willingness to take large risks. (Ibid).

6 Class Counsel has spent approximately 312.50 total hours in this matter.¹ (*Id.*, ¶ 6). In addition
7 to time spent during litigation, reasonable hours also include the time spent before the action was filed,
8 including time spent interviewing the client, investigating the facts and the law, preparing the initial
9 pleadings, as well as litigating the case. (*Webb v. Board of Educ.* (1985) 471 U.S. 234). Further, the
10 fee award should include fees incurred to establish and defend the attorneys' fee claim. (*Serrano v.*
11 *Priest* (1982) 32 Cal .3d 621, 639 (“*Serrano IV*”). Based on the rates of Class Counsel, the total fees
12 incurred to date are \$280,527. (Schimmel Decl., ¶ 6).

13 In cases where a common fund analysis is not used, once the court establishes the lodestar
14 amount, it should adjust the fee award by a multiplier in order to make an appropriate fee award.
15 (*Serrano III, supra*, 20 Cal.3d at 48). In applying the multiplier, *Newberg on Class Actions* states that
16 “[m]ultiples ranging from one to four frequently are awarded in common fund cases when the lodestar
17 method is applied. A large common fund award may warrant an even larger multiplier.” (4 *Newberg*
18 *on Class Actions* 4th (4th ed. 2002) § 14.6). If the class members paid the fees that the market would
19 bear, they would pay a fee of anywhere from one-third to forty-five percent of any recovery. Since
20 this is the market rate, the lodestar calculation should be enhanced to reflect what the class members
21 would pay on the open market. (*Lealao, supra*, 82 Cal.App.4th at 47-48).

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26 ¹ In *Martino v. Denevi* (1986) 182 Cal.App.3d 553, 559, the court addressed the issue of what evidence is required in
27 California to support a fee application. The court held: “Testimony of an attorney as to the number of hours worked on a
28 particular case is sufficient evidence to support an award of attorney fees, even in the absence of detailed time records.”
Id. There is no need to attach the voluminous invoices prepared in a case as a basis for an award of fees and costs. *Id.*
Through Class Counsel’s declaration in support of this application, however, Plaintiff presents a thorough breakdown of
the hours spent and costs incurred in prosecuting this class action. Pursuant to *Martino, supra*, this presentation is sufficient
to support the amount requested.

1 In *Lealao*, the court held that trial courts should award lodestar fees by examining the
2 percentage-of-the-benefit and adjusting the lodestar calculation accordingly. (*Id.* at 49 & 53). The
3 court indicated that this is an upward adjustment and should be akin to a contingency fee recovery;
4 the court stated, “[a]n adjustment reflecting the amount of the class recovery is not significantly
5 different from an adjustment reflecting a percentage of that amount; and California courts have
6 evaluated a lodestar as a percentage of the benefit.” (*Id.* at 46). The *Lealao* method appears
7 particularly appropriate because class actions generally are contingency fee cases for plaintiffs - and
8 the class action clients do not expect to pay an hourly fee.

9 The rationale of *Lealao* comports with the purpose of the multiplier. The multiplier is
10 “primarily to compensate the attorney for the prevailing party at a rate reflecting the risk of
11 nonpayment in contingency cases.” (*Ketchum v. Moses* (2001) 24 Cal.4th 1122, 1138). The *Lealao*
12 court reasoned:

13 Given the unique reliance of our legal system on private litigants to enforce
14 substantive provisions of law through class and derivative actions, attorneys
15 providing the essential enforcement services must be provided incentives
16 roughly comparable to those negotiated in the private bargaining that takes
17 place in the legal marketplace, as it will otherwise be economic for
18 defendants to increase injurious behavior. It has therefore been urged (most
19 persistently by Judge Richard Posner) that in defining a reasonable fee in
20 such representative actions, the law should mimic the market.

18 In the class action context, that would mean attempting to award the fee that
19 informed private bargaining, if it were truly possible, might have reached.
20 The simplest way for the law to duplicate the bargain that informed parties
21 would reach if agency costs were low is to look to fee award levels in actions
22 brought by sophisticated private parties under the same or comparable
23 statutes.

21 (*Lealao*, 82 Cal.App.4th at 47-48 (internal citations and quotations omitted)). The court added:

22 [T]rial judges need the flexibility *Serrano III* provides, as it enables them to
23 relate fee awards to the economic realities that determine the efficacy of the
24 private enforcement contemplated by our civil justice system.
25 Accordingly, we hold that, in cases in which the value of the class recovery
26 can be monetized with a reasonable degree of certainty and it is not
27 otherwise inappropriate, a trial court has discretion to adjust the basic
28 lodestar through the application of a positive or negative multiplier where
29 necessary to ensure that the fee awarded is within the range of fees freely
30 negotiated in the legal marketplace in comparable litigation.

(*Id.* at 49-50).

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1 In looking at similar cases, including those set forth above, Class Counsel's requested fee
2 comports to the market. Based on the reasonable hourly rates suggested by Class Counsel and the
3 collective hours worked in this matter, the requested fee award would represent a modest multiplier of
4 2.2 over the current total fee lodestar. In this regard, Class Counsel's fee request is reasonable.

5 **H. Plaintiff's Cost Request is Reasonable**

6 Class Counsel seeks reimbursement of a total amount of Twenty-Four Thousand Five Hundred
7 Ninety-Seven Dollars and Eighty-Three Cents (\$24,597.83) in costs and expenses in this matter.
8 (Schimmel Decl., ¶ 8 and Exh. 3). All costs and expenses were reasonably incurred in prosecution of
9 this matter.

10 **VI. THE REQUESTED ENHANCEMENT PAYMENT TO PLAINTIFF IS** 11 **REASONABLE**

12 The named Plaintiff should be awarded an Enhancement Payment in the amount of Ten
13 Thousand Dollars and Zero Cents (\$10,000.00) for his services as the Class Representative and the
14 risks in connection with that role. (*Id.*, ¶ 12). Enhancement awards in wage and hour cases typically
15 range from \$5,000.00 to \$20,000.00, although some awards are higher. (*Ibid.*). Often, multiple class
16 representatives receive awards in the above range. (*See e.g., Munoz v. BCI Coca-Cola Bottling Co. of*
17 *Los Angeles* (2010) 186 Cal.App.4th 399, 412 [approving an enhancement request of \$10,000.00 per
18 named plaintiff in a 188 member class]; *Cook v. Niedert*, 142 F.3d 1004, 1016 (7th Cir. 1998); *Thornton*
19 *v. East Texas Motor Freight*, 497 F.2d 416, 420 (6th Cir. 1974) ["We also think there is something to
20 be said for rewarding those drivers who protect and help to bring rights to a group of employees who
21 have been the victims of discrimination."]). Here, the requested Enhancement Payment is modest,
22 reasonable, and should be approved.

23 Plaintiff's actions establish that: (1) he sought to protect the interests of the Class above his
24 own personal interests; (2) the Settlement Class Members will be benefitted from his actions by
25 receiving a payment without having to do anything; and (3) Plaintiff has put forth a significant amount
26 of time and effort pursuing the litigation and seeing it through to resolution. (*See, generally, Brown*
27 *Decl.; see also Clark v. American Residential Services LLC* (2009) 175 Cal.App.4th 785, 804
28 (discussing the criteria for determining class representative enhancement awards in concluding that a

1 requested award of \$25,000 for two class representatives was too high)).

2 The requested award for Plaintiff is also reasonable given the financial and personal risk he
3 took in commencing the action, and in light of the benefits that his actions have conferred upon the
4 Class. (Brown Decl., ¶ 8; *See also Van Vranken v. Atl. Richfield Co.* (N.D.Cal. 1995) 901 F.Supp.
5 294, 299-300). Additionally, in considering a requested class representative enhancement award,
6 courts take into consideration a plaintiff's reasonable fear of retaliation. (*Staton v. Boeing Co.* (9th
7 Cir. 2003) 327 F.3d 938, 977). Here, it is easy to see that a potential future employer could expend
8 little effort to discover Plaintiff brought the lawsuit – and based thereon, decline to offer Plaintiff
9 employment. In fact, a simple Google search shows a plethora of websites regarding this action,
10 including, but not limited to, press articles that name Plaintiff, such as the San Francisco Chronicle.
11 (Brown Decl., ¶ 8 and Exh. 1; Kadvany, Elena. "S.F. cult favorite grocery store faces wage theft
12 lawsuit." *sfchronicle.com*, San Francisco Chronicle, 5 Jan 2024,
13 <https://www.sfchronicle.com/food/restaurants/article/bi-rite-lawsuit-wage-theft-18591576.php>.
14 Accessed 30 Jan 2026).

15 In sum, Plaintiff has performed considerable services on behalf of the Class during the
16 litigation. (*See*, generally, Brown Decl.). Class Counsel cannot understate the importance of the role
17 of an employee who is willing to search out an attorney and step forward to assume the risk of litigation
18 and retaliation in order to represent a class and put the interests of the class before their own interests.
19 Plaintiff has understood that this is a class action where he is serving as the Class Representative and
20 must protect the Class Members' interests. (*Id.*, ¶ 11). Plaintiff was the catalyst to the benefit reached
21 for the Class Members, and has actively protected the Class Members' interests during the pendency
22 of this matter and will continue to do so even if the case was required to go to trial. (*Ibid*). Plaintiff
23 spent numerous hours participating in this matter by searching for an attorney, communicating with
24 his attorneys on numerous occasions, searching for and producing relevant documents related to his
25 employment, responding to his attorneys' inquiries, helping his attorneys respond to written discovery,
26 assisting his attorneys in preparation for mediation, reviewing the settlement documents, and
27 approving the Settlement on behalf of all Class Members. (*See*, generally, Brown Decl.).

28 ///

1 In contrast, without having to take on any of the risk incurred by Plaintiff or time spent by
2 Plaintiff in litigating this matter, Settlement Class Members will automatically be issued a payment
3 for their claims. Thus, the Enhancement Payment to Plaintiff is warranted to compensate him for his
4 time and effort, the fear and stress associated with assuming the responsibility of serving as the Class
5 Representative, and the concrete risks he assumed as the Class Representative.

6 **IV. CONCLUSION**

7 For all of the foregoing reasons, Plaintiff respectfully requests that this Court approve: (1)
8 Class Counsel's request of \$616,666.67 as an award of attorneys' fees; (2) the requested litigation cost
9 award of \$24,597.83; and (3) the requested Enhancement Payment to Plaintiff in the amount of
10 \$10,000.00.

11 Respectfully submitted,

12 Dated: January 30, 2026

BLACKSTONE LAW, APC

13
14 By:

Miriam L. Schimmel

Miriam L. Schimmel
Attorneys for Plaintiff Connor Brown and the Class