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**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA**

NELSON RAMIREZ, 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.

HV GLOBAL MANAGEMENT
CORPORATION, an unknown business
entity; and DOES 1 through 100,
inclusive,

Defendant.

Case No.: 5:21-cv-09955-BLF

Honorable Beth Labson Freeman
Courtroom 1

CLASS ACTION

**PLAINTIFF'S NOTICE OF MOTION
AND MOTION FOR ATTORNEYS'
FEES AND COSTS AND
ENHANCEMENT PAYMENT;
MEMORANDUM OF POINTS AND
AUTHORITIES IN SUPPORT
THEREOF**

[Notice of Motion and Motion for Final
Approval of Class Action and PAGA
Settlement; Declaration of Class Counsel
(Selena Matavosian); Declaration of
Class Representative (Nelson Ramirez);
Declaration of Settlement Administrator
(Amanda Howard); [Proposed] Order
Granting Final Approval of Class Action
and PAGA Settlement and Judgment;
and [Proposed] Order Awarding
Attorneys' Fees and Costs and
Enhancement Payment filed concurrently
herewith]

Date: April 17, 2025
Time: 9:00 a.m.
Courtroom: 1

Complaint Filed: November 3, 2021
FAC Filed: February 22, 2022
SAC Filed: August 4, 2022

TAC Filed: February 2, 2023
FAC Filed: February 17, 2024
Trial Date: None Set

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PLEASE TAKE NOTICE that on April 17, 2025, at 9:00 a.m. or as soon thereafter as this matter may be heard before the Honorable Beth Labson Freeman, in Courtroom 1 of the United States District Court for the Northern District of California, located at San Jose Courthouse, 280 South First Street, 5th Floor, San Jose, California 95113, Plaintiff Nelson Ramirez (“Plaintiff” or “Settlement Class Representative”) will and hereby does move for an order awarding the following pursuant to the Joint Stipulation of Class Action and PAGA Settlement and Release (“Settlement,” “Agreement,” or “Settlement Agreement”):

- Payment in the amount of **\$315,000.00** to Lawyers *for* Justice, PC (“Class Counsel”), representing thirty-five percent (35%) of the Gross Settlement Amount, for attorneys’ fees, which is reasonable and justified on a percentage-basis and also based on a lodestar cross-check;
- Payment in the amount of **\$106,102.90** to Class Counsel for reimbursement of litigation costs and expenses;
- Payment in the amount up to **\$15,000.00** to Plaintiff Nelson Ramirez as an Enhancement Payment, for his time and effort in representing the Class.

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

Dated: March 18, 2025

LAWYERS *for* JUSTICE, PC

By:



Selena Matavosian

Attorneys for Plaintiff and the Class

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MEMORANDUM OF POINTS AND AUTHORITIES

I. SUMMARY OF MOTION

Plaintiff Nelson Ramirez (“Plaintiff”) seeks an award of attorneys’ fees in the amount of \$315,000.00, which is thirty-five percent (35%) of the Gross Settlement Amount, and reimbursement of litigation costs and expenses in the amount of \$106,102.90 (together, “Attorneys’ Fees and Costs”) to Lawyers *for* Justice, PC (“Class Counsel”) and an Enhancement Payment in the amount of \$15,000.00 to Plaintiff, as provided for by the Joint Stipulation of Class Action and PAGA Settlement and Release (“Settlement,” “Agreement,” or “Settlement Agreement”)¹.

This litigation involved formal and 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 Deborah Crandall-Saxe, Esq., and extensive settlement negotiations. This matter has required 897.30 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 \$900,000.00, 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.

Plaintiff also moves for payment in the amount up to \$15,000.00 as an Enhancement Payment, to compensate Plaintiff for the time and efforts that he expended spearheading this lawsuit on behalf of the Class, PAGA Group Members, and the State of California.

The requests for Attorneys’ Fees and Costs and Enhancement Payment were fully disclosed in the Notice of Proposed Class and Representative PAGA Action

¹ In the interest of judicial efficiency, and in support of final approval of the Settlement, Settlement Administration Costs, and the amount for the PAGA Allocation, Plaintiff respectfully refers the Court to Plaintiff’s Motion for Final Approval of Class Action and PAGA Settlement, and papers in support thereof, filed concurrently herewith, on March 18, 2025.

Settlement (“Class Notice”) that was mailed to the Class Members. Most importantly, as of the date of this Motion, *not a single Class Member has objected to any aspect of the Class Settlement, including the requested Attorneys’ Fees and Costs, and Enhancement Payment.* Accordingly, the Court should award Attorneys’ Fees and Costs and Enhancement Payment in the amounts as fully disclosed to the Class and as requested herein.

II. PROCEDURAL HISTORY AND FACTUAL BACKGROUND

For a discussion of relevant procedural history and facts regarding this matter, please see the concurrently filed Declaration of Selena Matavosian in Support of Plaintiff’s Motion for Final Approval of Class Action and PAGA Settlement and Motion for Attorneys’ Fees and Costs and Enhancement Payment (“Matavosian Decl.”) at paragraphs 4(a)-(ggg).

On November 20, 2024, the Court entered an Order Granting Preliminary Approval of Class Action and PAGA Settlement (“Preliminary Approval Order”) (Doc. No. 169), thereby preliminarily approving the terms of the Settlement, the Class Notice, and the proposed administration procedures and associated deadlines.

Plaintiff now moves for approval of the requested Attorneys’ Fees and Costs and Enhancement Payment, and for final approval of the Settlement, Settlement Administration Costs, and the amount for the PAGA Allocation, as set forth in the concurrently filed Motion for Final Approval of Class Action and PAGA Settlement.

III. SUMMARY OF THE SETTLEMENT TERMS AND NOTICE ADMINISTRATION

Under the terms of the Settlement Agreement, Defendant has agreed to pay a Gross Settlement Amount of \$900,000.00. Settlement Agreement, ¶ 12.w. Subject to approval by the Court, the Net Settlement Amount will be calculated by deducting the following amounts from the Gross Settlement Amount: (1) the Court-approved Attorneys’ Fees and Costs, consisting of attorneys’ fees in the amount of 35% of the Gross Settlement Amount (equal to \$315,000.00) and reimbursement of litigation

costs and expenses in the amount of \$106,102.90 to Class Counsel; (2) the Court-approved Enhancement Payment in the amount of \$15,000.00 to Plaintiff Nelson Ramirez; (3) Settlement Administration Costs in the amount of \$7,950.00 to ILYM Group, Inc. (“ILYM Group” or “Settlement Administrator”); and (4) the PAGA Allocation in the amount of \$75,000.00. *Id.*, ¶¶ 17.c, 17.d, 17.e, & 17.f. In the event the allocations towards each of these categories are awarded in full, the Net Settlement Amount that will be available to be allocated to Class Members who did not submit a valid and timely Request for Exclusion (“Settlement Class Members”) is estimated to be at least \$380,947.10, and there is no reversion to Defendant.² *Id.*, ¶¶ 12.ee & 12.ww. The entire Net Settlement Amount will be distributed to Settlement Class Members based upon their Qualifying Workweeks during the Class Period, and the entire PAGA Allocation will be distributed seventy-five percent (75%) to the State of California and twenty-five percent (25%) to PAGA Group Members based on their Qualifying PAGA Pay Periods during the PAGA Period. *Id.*, ¶¶ 18 & 19.

On December 26, 2024, the Class Notice was mailed, in both English and Spanish, via U.S First Class Mail, to all three hundred eighteen (318) individuals identified as Class Members and PAGA Group Members in the Class Data and List. ILYM Group Decl., ¶ 8. The deadline for Class Members to submit a written request to be excluded from the Class Settlement (“Request for Exclusion”), written objection to the Class Settlement (“Notice of Objection”), or dispute to Qualifying Workweeks and/or Qualifying PAGA Pay Periods was February 10, 2025. *Id.*, ¶ 10. The deadline for a re-mailed Class Notice was February 25, 2025. *Ibid.* The

² This amount is higher than the amount stated in Paragraph 14 of the accompanying Declaration of Amanda Howard of ILYM Group, Inc. Regarding Notice and Settlement Administration (“ILYM Group Declaration” or “ILYM Group Decl”) because the Settlement Administrator’s calculation assumes that Class Counsel will obtain litigation costs and expenses in the maximum amount of \$110,000.00, which is allocated under the Settlement. However, Class Counsel seeks the amount of only \$106,102.90 for reimbursement of litigation costs and expenses, and the difference of \$3,897.10 will remain part of the Net Settlement Amount.

Settlement Administrator has not received any Requests for Exclusion, Notices of Objection, or disputes regarding Qualifying Workweeks and/or Qualifying PAGA Pay Periods from Class Members and/or PAGA Group Members. *Id.*, ¶¶ 11, 12, & 13. As of the date of this Motion, there are three hundred thirteen (316) Class Members who did not submit a valid and timely Request for Exclusion and are therefore deemed to be Settlement Class Members, representing 100% of the Class. *Id.*, ¶ 15. The highest Individual Settlement Share is currently estimated to be approximately \$3,390.11 and the average Individual Settlement Payment is currently estimated to be approximately \$1,193.20. *Id.*, ¶ 16.³ The highest Individual PAGA Payment is currently estimated to be approximately \$156.20 and the average Individual PAGA Payment is currently estimated to be approximately \$101.35. *Id.*, ¶ 18.

IV. THE ATTORNEYS' FEES REQUESTED BY CLASS COUNSEL IS FAIR AND REASONABLE AND SHOULD BE APPROVED.

A. Legal Standard for Attorneys' Fees in a Class Action Settlement.

Trial courts have “wide latitude” in assessing the value of attorneys’ fees and their decisions will “not be disturbed on appeal absent a manifest abuse of discretion.” *Lealao v. Beneficial Cal., Inc.* (2000) 82 Cal.App.4th 19, 41; *Ketchum v. Moses* (2001) 24 Cal.4th 1122, 1132 (The “experienced trial judge is the best judge of the value of professional services rendered in his court[.]”); *Cellphone Termination Fee Cases* (2009) 180 Cal.App.4th 1110, 1118. Where the amount of a settlement is a “certain easily calculable sum of money,” California courts may calculate attorneys’ fees as a reasonable percentage of the settlement. Weil and Brown, *California Practice Guide, Civil Procedure Before Trial*, Chapter 14, § 14:145; *see also Laffitte v. Robert Half Int’l Inc.* (2016) 1 Cal.5th 480, 503; *Dunk*,

³ The actual average and highest Individual Settlement Share will be larger than the amounts stated in the ILYM Group 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 \$110,000.00 (the difference between the amount sought and the amount authorized under the Settlement, i.e., \$3,897.10, will be part of the Net Settlement Amount). *See n.2, supra.*

1 *supra*, 48 Cal.App.4th at 1808. The percentage-of-the-benefit approach is preferred
 2 in class and representative actions because “it better approximates the workings of
 3 the marketplace than the lodestar approach.” *Lealao, supra*, 82 Cal.App.4th at 49.

4 California law provides that an attorneys’ fees award should be equivalent to
 5 fees paid in the legal marketplace for the result achieved and risk incurred. *Id.* at 47-
 6 50; *Laffitte v. Robert Half Int’l, Inc.* (2016) 1 Cal.5th 480, 503. In *Lealao*, the court
 7 held that when an action leads to a recovery that can be “monetized” with a
 8 reasonable degree of certainty, the trial court should “ensure that the fee awarded is
 9 within the range of fees freely negotiated in the legal marketplace in comparable
 10 litigation.” *Lealao, supra*, 82 Cal.App.4th at 50. Fee awards that are too small will
 11 “chill the private enforcement essential to the vindication of many legal rights and
 12 obstruct the representative actions that often relieve the courts of the need to
 13 separately adjudicate numerous claims.” *Lealao, supra*, 82 Cal.App.4th at 53.

14 “The ultimate goal . . . is the award of a ‘reasonable’ fee to compensate counsel
 15 for their efforts, irrespective of the method of calculation.” *Consumer Privacy Cases*
 16 (2009) 175 Cal.App.4th 545, 557-58 (quoting *Apple Computer, Inc. v. Superior*
 17 *Court, supra*, 126 Cal.App.4th at 1270). It is not an abuse of discretion to choose
 18 one method over another as long as the method chosen is applied consistently using
 19 percentage figures and/or rates that accurately reflect the marketplace. In cases
 20 where class members present claims against a settlement amount and the settlement
 21 agreement provides that the defendant agrees to paying the attorneys a percentage of
 22 the same, use of that percentage method is appropriate. *Lealao, supra*, 82
 23 Cal.App.4th at 32.

24 Historically, courts have awarded fees as high as fifty percent (50%) of the
 25 settlement, depending on the circumstances of the case. Conte & Newberg, *Newberg*
 26 *on Class Actions* (4th Ed., 2002) § 14.03; *see also In re Ampicillin Antitrust Litig.*
 27 (D.D.C. 1981) 526 F.Supp. 494 (awarding attorneys’ fees in the amount of 45% of
 28 the settlement amount of \$7.3 million); *Beech Cinema, Inc. v. Twentieth-Century*

Fox Film Corp. (S.D.N.Y. 1979) 480 F.Supp. 1195 (awarding approximately 53% of the settlement amount as attorneys’ fees). California courts routinely approve class action attorneys’ fees awards “averag[ing] around one-third of the recovery.” *Chavez v. Netflix, Inc.* (2008) 162 Cal.App.4th 43, 66 n.11 (lower court found 20 to 40 percent range of contingency fee in marketplace was appropriate in class actions); *see also Laffitte*, 1 Cal.5th at 488 & 506 (approving fee award of 1/3 of common fund of \$19 million).

B. A Fee Award of a Percentage of the Entire Fund is Appropriate.

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, 34.⁴ The purpose of this equitable doctrine is to spread litigation costs proportionally among all the beneficiaries so that the active beneficiary does not bear the entire burden alone. *See Vincent, supra*, 557 F.2d at 769.

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

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⁴ 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.

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

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

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

26 Under the terms of the Settlement Agreement, Defendant will pay a Gross
 27 Settlement Amount of \$900,000.00, and the requested attorneys’ fees are thirty-five
 28 percent (35%) of the total value of the monetary settlement (equal to \$315,000.00).

1 In light of Class Counsel’s successful prosecution and resolution of the case, the
2 requested attorneys’ fees are appropriate and reasonable.

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

11 The percentage method is consistent with, and is intended to mirror, the
12 practice in the private marketplace where contingent-fee attorneys typically negotiate
13 percentage-fee arrangements with their clients. A named plaintiff’s agreement to
14 pay a contingent fee is powerful evidence of a reasonable fee. One of the best ways
15 to demonstrate the value of counsel’s work to the class is to review the consideration
16 agreed to be paid by the named plaintiff. If the named plaintiff has employed counsel
17 on a contingency-fee basis, it would indeed be inequitable for the members of the
18 class, who will enjoy the benefits of the settlement without incurring the risks of
19 bringing the claim, to pay less than the named plaintiff. In this case, Plaintiff has
20 agreed to a contingency fee of at least thirty-five (35%) of the recovery. Matavosian
21 Decl., ¶ 10.

22 Furthermore, a percentage-fee award is not dependent on a determination of
23 the actual amount claimed by those entitled—it is the creation of the settlement that
24 is the crucial fact. In *Winslow v. Harold G. Ferguson Corp.*, the California Supreme
25 Court expressly held that “it is equitable that [the attorney’s] compensation and
26 expenses should come from the entire fund saved for all classes concerned before it
27 is distributed.” *Winslow v. Harold G. Ferguson Corp.* (1944) 25 Cal.2d 274, 284.
28 Likewise, *Lealao* expressly held that a percentage-based fee “may be calculated on

the basis of the total fund made available rather than the actual payments made to the class.” *Lealao, supra*, 82 Cal.App.4th at 51; *see also Boeing, supra*, 444 U.S. at 478 (“a litigant or a lawyer who recovers” a settlement “for the benefit of persons other than himself or his client is entitled to a reasonable attorneys’ fee from the fund as a whole”).

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

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

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

In *Camden I Condominium Association, Inc. v. Dunkel*, the court identified twelve factors to be considered in determining whether fee awards are reasonable: (1) the time and labor required; (2) the novelty and difficulty of the questions involved; (3) the skill required to perform the legal services properly; (4) the preclusion of other employment by the attorney due to the acceptance of the case; (5) the customary fee; (6) whether the fee is fixed or contingent; (7) time limitation imposed by the client or the circumstances; (8) the amount involved and results obtained; (9) the experience, reputation and ability of the attorney; (10) the undesirability of the case; (11) the nature and length of the professional relationship

1 with the client; and (12) awards in similar cases. *Camden I Condominium*
 2 *Association, Inc. v. Dunkel* (11th Cir. 1991) 946 F.2d 768, 772.

3 Each and every one of these factors favors the attorneys' fees sought here;
 4 however, some of the most relevant factors to this Court's fee determination will be
 5 addressed herein. The award of attorneys' fees in the amount of \$315,000.00 (which
 6 is 35% of the Gross Settlement Amount) is commensurate with the time, effort, and
 7 expense dedicated to the case, the contingent nature of Class Counsel's fee and the
 8 risks taken in commencing the case, the skill and determination required, the results
 9 that Class Counsel has achieved, and the value of the settlement that Class Counsel
 10 has achieved in the case.

11 ***1. Time & Labor.***

12 Class Counsel used its experience and skills, and dedicated the full extent of
 13 resources, to litigate and bring this case to a successful conclusion on behalf of the
 14 Class. Moreover, as demonstrated in the supporting declaration, Class Counsel has
 15 extensive experience in the handling of class actions and complex litigation matters.
 16 Matavosian Decl., ¶¶ 16-22.

17 As outlined in the Declaration of Selena Matavosian, Class Counsel has fully
 18 and actively participated in litigation of this case. Matavosian Decl., Exh. A. Prior to
 19 commencing the lawsuit, Class Counsel had conducted a significant amount of
 20 investigation into the factual and legal issues, Defendant's business, and its
 21 operations and employment policies, practices, and procedures. *Id.*, ¶ 7. During the
 22 litigation of the action, Class Counsel had the opportunity to interview Plaintiff and
 23 other Class Members; reviewed and analyzed a large volume of information,
 24 documents and data obtained from Defendant, Plaintiff, and other sources; and
 25 prepared liability, damages, penalties, and valuation calculations. *Ibid.* Class
 26 Counsel also met and conferred with Defendant's counsel over the issues relating to
 27 pleadings, case management, discovery, jurisdiction, motion practice, and the
 28 production of information, documents and data, among other things; engaged in

1 settlement negotiations with Defendant's counsel; and prepared for court
2 proceedings, depositions, a mediation session, and settlement negotiations. 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 Selena Matavosian,
7 sets forth in detail the hours that Class Counsel has spent performing tasks on behalf
8 of Plaintiff, the Class, and the State of California. Matavosian Decl., Exh. A. The
9 Task and Time Chart is thorough and comprehensive, and was prepared so that the
10 Court can peruse it without having to set forth each and every task in the body of this
11 Motion. The Court is respectfully referred to the chart, which sets forth the history
12 of the work performed by Class Counsel, commencing with the pre-filing analysis
13 and research, and continuing up to settlement and final approval. Attorneys at
14 Lawyers *for* Justice have spent 897.30 hours performing tasks and to obtain a
15 significant recovery in the case. *Id.*, ¶ 12. These hours were required to bring this
16 case to its successful conclusion. In light of the value of time expended and the
17 carrying of costs involved in litigating this case, the requested attorneys' fees are
18 fair, adequate, and reasonable.

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

20 The skill required to properly litigate the case is evident not only in the results
21 achieved, but in the steps necessary to reach those results. Defendant retained well-
22 respected counsel to represent its defenses. More specifically, Defendant and its
23 counsel felt very strongly about Defendant's ability to avoid class certification and
24 representative adjudication, and to prevail at trial. Plaintiff and Class Counsel
25 believed that they would have obtained class certification and prevailed at trial.

26 Class Counsel undertook significant investigation, analysis, and research prior
27 to filing this case, during the litigation, and prior to mediation. Class Counsel took
28 steps to prepare the matter for class certification and representative adjudication and

1 had every intention of taking the case to trial on a class-wide basis if Defendant did
 2 not offer an appropriate class-wide settlement. Despite all of the obstacles that had
 3 to be overcome, as demonstrated in the Declaration of Selena Matavosian, Class
 4 Counsel used its extensive experience in the handling of class actions and complex
 5 wage-and-hour litigation matters in order to obtain the Settlement with maximum
 6 efficiency. Matavosian Decl., ¶¶ 16-22.

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

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

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

24 As a result of this litigation and extensive settlement negotiations, Defendant
 25 agreed to pay a Gross Settlement Amount of \$900,000.00 to settle the case. After
 26 deducting the attorneys' fees (\$315,000.00), litigation costs and expenses
 27 (\$106,102.90), Enhancement Payment (\$15,000.00), Settlement Administration
 28 Costs (\$7,950.00), and the PAGA Allocation (\$75,000.00) from the Gross

Settlement Amount, it is currently estimated that the Net Settlement Amount is approximately \$380,947.10. ILYM Decl., ¶ 14.⁵ The Net Settlement Amount will be fully distributed in accordance with the terms of the Settlement. The Settlement offers significant monetary relief to the Settlement Class Members, PAGA Group Members, and the State of California.

4. *Whether the Fee Is Fixed or Contingent.*

Plaintiff entered into a contingency fee agreement with Class Counsel, and the representation of the Class provided by Class Counsel has been wholly contingent. Class Counsel took on the case without knowing whether any recovery would be obtained. Class Counsel has invested 897.30 hours of time to obtain relief on behalf of Plaintiff, Class Members, PAGA Group Members, and the State of California. Matavosian Decl., ¶ 12, Exh. A. Class Counsel has also incurred litigation costs and expenses in the amount of \$380,947.10.⁶

Class Counsel has borne all of the risks and costs of litigation and will not receive any compensation until recovery is obtained. Matavosian Decl., ¶ 23. Class Counsel is well-experienced in wage-and-hour class action and complex litigation and used that experience to obtain a great result. See *id.*, ¶¶ 16-22. The skill and determination that Class Counsel has shown, along with the results obtained, justify the requested Attorneys' Fees and Costs. Considering the amounts requested, the work performed, and the risks incurred, the requested fees and costs are reasonable and should be awarded.

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

A contingent fee must be higher than a fee for the same legal services paid as they are performed. The contingent fee compensates the lawyer not only for the legal services he renders but for the loan of those services. A lawyer who both bears the risk of not being paid and provides legal services is not receiving the fair market value of his work if he is paid only for the second of

⁵ See n.2, *supra*.

⁶ See Part V, *infra*.

these functions. If he is paid no more, competent counsel will be reluctant to accept fee award cases.

Cates v. Chiang (2013) 213 Cal.App.4th 791, 823 (internal quotes and citations omitted). Class Counsel litigated the case on a contingent basis with all of the concomitant risk factors inherent in such an uncertain undertaking. Had Class Counsel not been successful, the time that Class Counsel has devoted to litigating the case would have been for naught, and would not have produced any fee or any reimbursement of costs or expenses.

5. The Amount Involved and the Results Achieved.

The results achieved, in light of the difficulties inherent in similar cases and the specific difficulties faced in this case, are considerable. The Settlement has yielded a positive response from the Class Members – no Class Members have objected to the Class Settlement. ILYM Decl., ¶ 12.

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

Here, the results achieved and obtained on behalf of Plaintiff and the Class are reasonable in light of the risks inherent in further litigating this case. Class Counsel’s efforts have resulted in a settlement that provides for a Gross Settlement Amount of \$900,000.00. Matavosian Decl., ¶¶ 6-9. The Gross Settlement Amount will be fully paid out, in accordance with the terms of the Settlement Agreement. The highest Individual Settlement Share is currently estimated to be approximately \$3,390.11 and the average Individual Settlement Payment is currently estimated to be approximately \$1,193.20. ILYM Decl., ¶ 16. The highest Individual PAGA Payment is currently estimated to be approximately \$156.20 and the average Individual PAGA Payment is currently estimated to be approximately \$101.35. *Id.*, ¶ 18.

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

2 Lawyers *for* Justice, PC is a recognized class action law firm that employed
3 its attorneys' knowledge, skills, and experience in bringing this case to a successful
4 conclusion. Class Counsel has years of complex and class action litigation
5 experience, has recovered millions of dollars on behalf of thousands of individuals
6 in California, and has successfully handled numerous significant wage-and-hour-
7 class action and complex cases. Matavosian Decl., ¶¶ 16-22.

8 **D. The Lodestar Methodology Also Justifies Approval of the Requested**
9 **Fees, Because Class Counsel Has Performed Work That Is of**
10 **Significant Value Based On Reasonable Hours and Prevailing**
11 **Hourly Rates of Compensation.**

12 While the percentage-of-the-benefit approach is endorsed as the better
13 approximation of the workings of the marketplace than the lodestar approach, courts
14 may also use the lodestar method to “cross-check” the results of the other. See
15 *Laffitte, supra*, 1 Cal.5th at 505 (explaining that “[a] lodestar cross-check is simply
16 a quantitative method for bringing a measure of the time spent by counsel into the
17 trial court’s reasonableness determination”); see also, e.g., *Vizcaino*, 290 F.3d at
18 1050 (“[W]hile the primary basis of the fee award remains the percentage method,
19 the lodestar may provide a useful perspective on the reasonableness of a given
20 percentage award.”). Importantly, “the lodestar calculation . . . does not override the
21 trial court’s primary determination of the fee as a percentage” of the settlement
22 amount and “does not impose an absolute maximum or minimum on the potential
23 fee award.” *Laffitte, supra*, 1 Cal.5th at 505.

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

28 ///

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

2 The reasonableness of hours is assessed by “the entire course of the litigation,
3 including pretrial matters, settlement negotiations, discovery, litigation tactics, and
4 the trial itself[.]” *Vo v. Las Virgenes Municipal Water Dist.* (2000) 79 Cal.App.4th
5 440, 447.

6 As discussed above, the case was highly contested and required a significant
7 amount of time and labor. Defendant made it clear very early on that it disputed all
8 of the allegations of the case and disputed that the matter was appropriate for class
9 or representative treatment. Defendant raised affirmative defenses and denied
10 liability, and the pursuit of this case involved gathering and analyzing data not only
11 from Defendant but also from the Class Members. The handling of the case involved
12 a great amount of effort, and also required and involved the exercise of a high level
13 of skill, which Class Counsel have as a result of their extensive experience in
14 employment class actions and complex wage-and-hour litigation. Long and difficult
15 battles would have followed as the cases moved toward certification and trial,
16 including taking and defending additional depositions of Defendant’s Person Most
17 Knowledgeable designees, percipient witnesses, and experts, propounding additional
18 discovery requests and conducting additional document production, and engaging in
19 additional extensive motion practice. As Class Counsel geared up for these battles,
20 Class Counsel undertook intense preparation in an attempt to resolve the entire
21 matter through mediation.

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

27 As discussed above in Part IV.C.1, *infra*, attached to the Declaration of Selena
28 Matavosian is a task and time chart that sets forth in detail the numerous tasks that

Class Counsel performed on behalf of Plaintiff and the Class, and the time required for completing those tasks. See Matavosian Decl., Exh. A. The chart demonstrates that Class Counsel has spent a total of 897.30 hours litigating the case and finalizing the Settlement. *Id.*, ¶¶ 12-13. In light of the facts and circumstances of the case, as well as the results that Class Counsel has achieved on behalf of Plaintiff, the Class Members, the PAGA Group Members, and the State of California, Class Counsel has spent a reasonable number of hours on this case. In addition, Class Counsel will continue to perform work on this case through the date of final approval and in connection with the implementation of the Settlement.

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

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

Class Counsel has been actively involved in this matter, prior to its commencement and all the way up to the present, and Class Counsel's dedication to providing representation in these cases has precluded other employment. Here, Class Counsel bore the risk that, despite all of its efforts and skills employed, there may be no recovery. Ultimately, Class Counsel was successful in reaching a settlement of \$900,000.00.

As set forth in the Declaration of Selena Matavosian, the professional backgrounds and experience of Class Counsel support reasonable rates of

1 compensation between \$575 and \$1,495 per hour for services provided by Class
 2 Counsel. Matavosian Decl., ¶¶ 13-15. While the circumstances of every case are
 3 unique, the fact remains that the work performed and efforts undertaken by Class
 4 Counsel on behalf of the Class Members justify the requested attorneys' fees.

5 Applying the individual attorneys' rates to their hours for services provided
 6 by Class Counsel would place a reasonable value of \$661,716.00 based on lodestar,
 7 for the work performed by Class Counsel. However, Class Counsel only seeks
 8 attorneys' fees in the amount of \$315,000.00 which is thirty-five percent (35%) of
 9 the total recovery, as provided for by the Settlement Agreement.

10 It also bears noting that a court may apply a multiplier in consideration for
 11 risk, efficiency, and/or obtaining a substantial result, to enhance the lodestar for
 12 purpose of cross-check. See *Ketchum*, 24 Cal.4th at 1133-34 (holding that a risk
 13 multiplier may be applied to compensate contingency fee attorneys at a fair market
 14 rate). Such an enhancement "mirrors the established practice in the private legal
 15 market of rewarding attorneys for taking the risk of nonpayment by paying them a
 16 premium over their normal hourly rates for winning contingency cases." *Vizcaino*,
 17 290 F.3d at 1051; accord *Ketchum*, *supra*, 24 Cal.4th 1122, 1132-34. A risk
 18 multiplier also serves to bring the financial incentives for enforcing important rights
 19 "into line with incentives [attorneys] have to undertake claims for which they are
 20 paid on a fee-for-services basis." *Ketchum*, 24 Cal.4th at 1132. Courts have also
 21 approved fee awards with multipliers of 2 and even higher. See, e.g., *City of Oakland*
 22 *v. Oakland Raiders* (1988) 203 Cal.App.3d 78 (affirming a 2.34 multiplier without
 23 remand); *Wershba*, *supra*, 91 Cal.App.4th at 255 ("Multipliers can range from 2 to
 24 4 or even higher."); *Sutter Health Uninsured Pricing Cases* (2009) 171 Cal.App.4th
 25 495, 512 (applying a 2.52 multiplier on a lodestar cross-check); *Chavez*, *supra*, 162
 26 Cal.App.4th at 66 (applying a 2.5 multiplier in a consumer class action).

27 The lodestar method as a cross-check to the percentage figure sought strongly
 28 supports the reasonableness of the requested attorneys' fees. Accordingly, Plaintiff

respectfully requests that the Court grant final approval of, and award, attorneys' fees in the amount of \$315,000.00 to Class Counsel.

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

The Settlement provides for reimbursement of litigation costs and expenses of up to \$110,000.00. As set forth in the Declaration of Selena Matavosian, Class Counsel seeks reimbursement of \$106,102.90 in litigation costs and expenses incurred in this case. Matavosian Decl., ¶ 23. This amount was reasonable and necessary in the 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 \$3,897.10 will be part of the Net Settlement Amount, which will be distributed to the Settlement Class. Ibid. Accordingly, Plaintiff requests that the Court award litigation costs and expenses in the amount of \$106,102.90 to Class Counsel.

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

The Settlement provides for an Enhancement Payment in the amount of \$15,000.00 to Plaintiff Nelson Ramirez to compensate Plaintiff for the time and effort that he expended on behalf of the Class and the State of California. The requested Enhancement Payment is 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).

The requested Enhancement Payment is fair and appropriate because Plaintiff spent a substantial amount of time and effort producing relevant documents and past employment records, as well as providing the facts and evidence necessary to attempt to prove the allegations. Matavosian Decl., ¶ 24; Declaration of Nelson Ramirez (“Ramirez Decl.”), ¶¶ 3-6. Plaintiff was available whenever Class Counsel needed him and actively tried to obtain, and gave information that would facilitate the pursuit of the case. *Ibid.* Plaintiff spent numerous hours speaking with Class Counsel about his claims, describing his work experiences with Defendant, participating in depositions, providing responses and supplemental responses to Defendant’s discovery requests, and gathering and reviewing documents. Matavosian Decl., ¶ 24; Ramirez Decl., ¶¶ 3-5. These services merit the requested Enhancement Payment to Plaintiff, who has not received any compensation for his efforts on behalf of the Class Members to date. Ramirez Decl., ¶ 9.

The requested Enhancement Payment was fully disclosed in the Class Notice that was mailed to the Class Members. No objections were made with regard to the requested Enhancement Payment. Accordingly, it is appropriate and just for Plaintiff Nelson Ramirez to receive \$15,000.00 as a reasonable Enhancement Payment, for his services in this matter, in addition to his individual settlement payment.

VII. CONCLUSION

For the foregoing reasons, Plaintiff respectfully requests that the Court award Attorneys’ Fees and Costs and the Enhancement Payment in their entirety, as sought herein.

Dated: March 18, 2025

LAWYERS for JUSTICE, PC

By:



Selena Matavosian
Attorneys for Plaintiff and the Class