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UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF CALIFORNIA

MARK GILL,	}	CASE NO.: 5:24-CV-01868
Plaintiff,		PLAINTIFF'S UNOPPOSED <i>EX</i>
vs.		<i>PARTE</i> APPLICATION RE:
SKORPIOS TECHNOLOGIES, INC.,		APPROVAL OF ATTORNEYS' FEE
and DOES 1 through 30,		AWARD; MEMORANDUM OF
Defendants.	}	POINTS AND AUTHORITIES
		<i>[filed concurrently with [Proposed]</i>
		<i>Order and Declaration of Charles P.</i>
		<i>Boylston]</i>

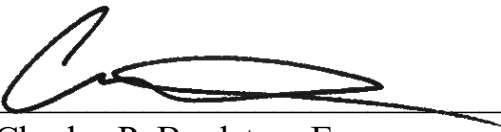
1 TO THE COURT, ALL PARTIES HEREIN, AND THEIR COUNSEL OF
2 RECORD:

3 **PLEASE TAKE NOTICE** that Plaintiff, Mark Gill (“Plaintiff”) and Denise
4 Fischer, in a Representative capacity only, and on behalf of other members of the
5 general public similarly situated, seek the Court’s approval of an award of attorneys’
6 fees pursuant to the proposed Private Attorneys General Act (“PAGA”) Settlement
7 filed concurrently herewith.

8 Therefore, this application is based on this Notice, the Memorandum of Points
9 and authorities in support thereof, the Declaration of Charles P. Boylston in support
10 of Application for Attorney Fees, and the Proposed Order.

11
12 Dated: May 15, 2025

The Law Offices of Charles P. Boylston, APC

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15 Charles P. Boylston, Esq.,
16 Amber S. Jones, Esq.
17 Attorneys for PLAINTIFF, Mark Gill
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1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 Plaintiff, Mark Gill, and Denise Fischer, in a Representative capacity only,
3 and on behalf of other members of the general public similarly situated, respectfully
4 submit their *Ex Parte* Application for Approval of Attorneys' Fee Award. This
5 request is unopposed. Counsel for Defendant, Adam KohSweeney, can be reached
6 by phone at 415-984-8912 and by email at akohsweeney@omm.com.

7 **I.**

8 **SUMMARY OF APPLICATION**

9 This lawsuit was filed on a PAGA capacity and individual capacity on behalf
10 of Plaintiff and proposed Plaintiff, Denise Fischer (for purposes of settlement only),
11 and amended complaint adding Denise Fischer to the lawsuit for purposes of
12 settlement has been provided to the court and pursuant to the terms of the settlement
13 agreement that will be filed. The complaint includes claims for penalties under the
14 Private Attorneys General Act, California Labor Code §2698 *et seq.* The lawsuit also
15 seeks penalties under California Labor Code §203 on behalf of the named Plaintiffs
16 and other potentially aggrieved former employees of Defendant.

17 The Parties, after substantial effort on the part of Plaintiff's counsel, have
18 come to a proposed agreement. Plaintiff's counsel has submitted, concurrent with
19 this application, an ex parte application for preliminary approval by the court of the
20 PAGA settlement. The Defendant has expressly indicated that it shall not oppose
21 this application or the concurrently filed application for approval of the settlement.
22 The LWDA has been provided notice of this application and the application for
23 approval of the settlement. The LWDA has not indicated any opposition to these
24 applications or an intention to intervene in this matter.

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1 The proposed settlement in this case is for a gross amount of \$51,500.00 and
2 is to be disbursed as follows:

- 3 • \$20,125.00 to be distributed in accordance with the stipulated
4 settlement agreement to aggrieved employees regarding individual
5 claims;
- 6 • \$500.00 to be distributed to Representative Plaintiff Gill as an
7 individual enhancement;
- 8 • \$500.00 to be distributed to Representative Fischer as an individual
9 enhancement;
- 10 • \$23,500.00 Attorneys' Fees and Costs of suit;
- 11 • \$6,875.00 as penalties under Ca. Labor Code §2699(i) further
12 allocated as
 - 13 ■ 65% of the PAGA Settlement shall be awarded and
14 assigned to the LWDA as penalties under the Private
15 Attorneys General Act for a total to be awarded to the
16 LWDA of \$4,468.75;
 - 17 ■ 25% of the PAGA portion of the settlement shall be
18 disbursed as individual settlement amounts to the
19 aggrieved employees for a total of \$2,406.25 of the
20 PAGA penalties to be distributed to the aggrieved
21 employees in a pro rata portion as further detailed in
22 the stipulated settlement agreement.

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1 II.

2 **CONTROLLING AUTHORITY**

3 The Private Attorneys General “authorizes an employee to bring an action for
4 civil penalties on behalf of the state against his or her employer for Labor Code
5 violations committed against the employee and fellow employees.” *Iskanian v. CLS*
6 *Trans. Los Angeles* (2014) 59 Cal. 4th 348, 360.

7 California Labor Code §203 permits a civil action on behalf of employees to
8 recover in an amount equivalent to eight hours of pay for up to 240 hours for each
9 employee where those employees have had their employment terminated without
10 being paid all wages due and owing. Unpaid vacation wages are deemed wages by
11 the state of California that must be paid out at separation of employment. Ca. Labor
12 Code § 227.3. See also Boothby v. Atlas Mechanical, Inc. (1992) 6 Cal.App.4th
13 1595, 1601 (noting that vacation pay falls within the definition of wages set out in
14 Ca. Labor Code §200 and is merely a form of deferred compensation). F

15 In a lawsuit to recover unpaid wages an employee is entitled to reasonable
16 attorney’s fees Ca. Labor Code §218.5. Reasonable attorney’s fees are to be paid as
17 well for Prevailing Party under the Private Attorneys General Act. Ca. Labor Code
18 §2699(g)(1).

19 The amount of attorneys’ fees to be paid is based upon a reasonable and fair
20 amount, based on the complexity of the case, the attorneys’ experience, and the
21 result.

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III.
DISCUSSION

The amount of attorneys' fees to be paid to Plaintiff's counsel, Charles P. Boylston, are reasonable in light of the result obtained in this matter, complexity of the case, as well as the skills and experience of Plaintiff's counsel.

A. The skill and experience of Mr. Boylston justifies the Attorneys' Fee Award

Charles P. Boylston has been an attorney practicing employment litigation for nearly twenty-five years (25) years. (Decl. of Charles P. Boylston in Support of Application for Award of Attorney Fees (hereinafter referred to as Decl. of Charles P. Boylston- Fees) ¶ 2. Charles P. Boylston's market rate for employment litigation is reasonably between five hundred and seventy-five dollars (\$575.00) to seven hundred and twenty-five dollars (\$725.00) per hour, based on his skill and experience. (Decl. of Charles P. Boylston- Fees ¶ 2,3,4).

In litigating this case, although the matter is a contingency case for the Law Offices of Charles P. Boylston, APC, the firm does keep track of all hours worked and the activities engaged in, a copy of which shows that Charles P. Boylston has spent no less than thirty-five (35) hours working on this case attached as **Exhibit No. 4** to the Declaration of Charles P. Boylston filed concurrently herewith. In addition, Mr. Boylston's Associate Attorney, Amber S. Jones, has been practicing employment law for nearly six (6) years. Ms. Jones's market rate for cases such as this is between four hundred to five hundred and seventy-five dollars (\$400-575.00) per hour. Ms. Jones has spent approximately no less than five (5) hours working on this matter. Decl. of Charles P. Boylston- Fees ¶5,6,7,8.

Accordingly, based on the hourly rates as written above, the reasonable attorneys' fee in this case would be over twenty-five thousand dollars (\$25,000.00).

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1 **B. The result in this case justifies an award of the request for**
2 **attorneys' fees.**

3 Through negotiation, legal research, and careful drafting, Plaintiff's counsel
4 has obtained from Defendants, a settlement which will result in compensation, not
5 only for Plaintiff, Mark Gill, but as well as Denise Fischer for penalties they would
6 otherwise be entitled to after substantial litigation, but also to negotiate a resolution
7 which will compensate non-party aggrieved employees for both PAGA penalties as
8 well as potential penalties under California Labor Code §203 without the need of
9 those employees incurring any costs or otherwise, being engaged in potential
10 litigation for multiple years.

11 An analysis was conducted, and evaluations were made based on the law as
12 well as the undisputed facts in this case and an agreement was reached which is a
13 fair and just result for its Parties.

14 Through Plaintiff's counsel and Defense counsel's efforts, the Parties are not
15 only receiving compensation for potential penalties under Labor Code §203 but also
16 are receiving compensation for Private Attorneys General Act claims and penalties.
17 The state is receiving compensation, even though it did not request any
18 compensation, and did not indicate it was entitled to any compensation. (Decl. of
19 Charles P. Boylston- Fees ¶ 10). Furthermore, the result of this case avoids liability
20 for many of the non-party aggrieved employees for any insurance benefits they may
21 have received, which Defendant has argued that they would not be entitled to in light
22 of having been furloughed for an extended period of time, if the furlough constituted
23 a separation of employment.

24 Accordingly, the Parties and non-parties that have been aggrieved by the
25 alleged failure to pay all wages due at separation are being compensated fairly and
26 avoiding potential liability. Therefore, the actual attorneys' fees sought, when
27 considering the potential liabilities that are being released against the individual
28 employees, are much less than a third of the "recovery".

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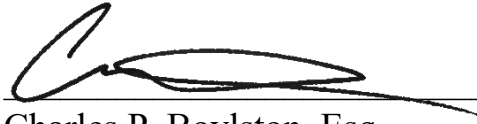
IV.

CONCLUSION

Based on the foregoing, the Declaration of Charles P. Boylston, and exhibits attached hereto, Plaintiff's counsel respectfully requests that the court approve the Joint Stipulated Settlement along with the attorneys' fees that are being awarded pursuant to the terms of that settlement agreement, specifically please see the Joint Stipulated Settlement, ¶ 24 filed concurrently with Plaintiff's Ex Parte application for approval of PAGA settlement.. The Joint Stipulated Settlement has been submitted to the LWDA. (Decl. of Charles P. Boylston- Fees ¶ 11). At no time has the LWDA opposed or offered any rejection, the Attorneys' Fee Award has been stipulated to in the agreement and therefore, this application is unopposed.

Dated: May 15, 2025

The Law Offices of Charles P. Boylston, APC



Charles P. Boylston, Esq.,
Amber S. Jones, Esq.
Attorneys for PLAINTIFF, Mark Gill