Eric K. Yaeckel [CSB No. 274608]
yaeckel@sullivanlawgroupapc.com
Ryan T. Kuhn [CSB No. 324538]
ryan@sullivanlawgroupapc.com
Cody D. Archer [CSB No. 361361]
cody@sullivanlawgroupapc.com
SULLIVAN & YAECKEL LAW GROUP, APC
2330 Third Avenue
San Diego, California 92101
(619) 702-6760 | (619) 702-6761 FAX
Attorneys for Plaintiff JULIET BARNIA individually and on behalf of herself and on behalf of all persons similarly situated,

ADDITIONAL COUNSEL ON NEXT PAGE

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN DIEGO

STEPHANIE JONES an individual, on behalf of herself and on behalf of all persons similarly situated,

Plaintiffs

v.

RADY CHILDREN'S HOSPITAL - SAN DIEGO, a California Corporation; and DOES 1-10, inclusive

Defendants

CASE NO.: **37-2023-00027035-CU-OE-CTL**
[*Consolidated with:*
37-2023-00041000-CU-OE-CTL and
37-2024-00018852-CU-OE-CTL]

MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT OF PLAINTIFF'S *UNOPPOSED* MOTION FOR FINAL APPROVAL OF (1) CLASS ACTION SETTLEMENT; (2) ATTORNEYS' FEES AND COSTS; and (3) CLASS REPRESENTATIVE AWARDS

Date: September 19, 2025
Time: 1:30 p.m.
Judge: Hon. Katherine Bacal
Dept.: C-63

Norman B. Blumenthal (CSB No. 068687)
Kyle R. Nordrehaug (CSB No. 205975)
Aparajit Bhowmik (CSB No. 248066)
Nicholas J. De Blouw (CSB No. 280922)
BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP
2255 Calle Clara
La Jolla, CA 92037
Tel: (858) 551-1223; Fax: (858) 551-1232

Attorneys for STEPHANIE JONES an individual, on behalf of herself and on behalf of all persons similarly situated,

James R. Hawkins, Esq. (CSB No. 192925)
James@jameshawkinsaplc.com
Gregory Mauro, Esq. (CSB No. 222239)
Greg@jameshawkinsaplc.com
Michael Calvo, Esq. (CSB No. 314986)
Michael@jameshawkinsaplc.com
Lauren Falk, Esq. (CSB No. 316893)
Lauren@jameshawkinsaplc.com
Ava Issary, Esq. (CSB No. 342252)
Ava@jameshawkinsaplc.com
JAMES HAWKINS APLC
9880 Research Drive, Suite 200
Irvine, CA 92618
Tel.: (949) 387-7200; Fax: (949) 387-6676

Attorneys for Plaintiff KRISTIN DIANE FLEISCHMAN, Individually and on behalf of all others similarly situated,

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I. SUMMARY OF MOTION

This motion seeks final approval of a "Wage and Hour" representative (*i.e.*, "PAGA") and Class Action settlement. Plaintiffs STEPHANIE JONES, JULIET BARNIA and KRISTIN DIANE FLEISCHMAN ("Plaintiffs") claim on behalf of a class of nonexempt employees who worked for the named Defendant during the operative class period, set forth herein.

Following the distribution of the approved Notice to the class, the proposed final settlement figures are as follows:

Final size of potential class:	**7,137 Participating Class Members**
Objections to Settlement:	**Zero (0)**
Opt-Outs:	**Four (0.056%)**
Gross settlement amount ("GSA"):	**$1,900,000.00**
Claims administration:	**$29,598.52**
Costs/expenses of litigation:	**$59,634.89**
LWDA payment:	**$45,000.00** (75 % Share of $60,000.00 allocation)
Attorneys' fees:	**$633,333.33** (1/3 of total)
Class representative incentives:	**$30,000.00** ($10,000.00 each)

There have been **no (zero) objections** to this proposed settlement. The *average* gross payment to each participating Class Member based on the above figures is **$154.93**, which does not account for the fact that certain class members will receive more or less than an "average" share, depending on the length of time each worked for Defendants during the class period. (Please see the declaration of Settlement Administrator Jeffrey Johnson at ¶16).

II. UPDATED FACTUAL AND PROCEDURAL HISTORY

Should the Court deem it relevant, a much more detailed procedural history of the case, and summary of all claims, was already set forth in Plaintiffs' original Motion for Preliminary Approval. (ROA #56). The Court **granted** Preliminary Approval of the parties' original settlement on April 25, 2025. (ROA #64). The signed preliminary approval order was entered April 25, 2025. (ROA # 63).

As was detailed more fully in the prior motion, after almost two years of active litigation, the parties attended a highly adversarial mediation, presided over by a well respected "Wage and Hour" mediator (Tripper Ortman). (ROA #56, § III). The parties agreed to settlement terms following the mediator's proposal to globally resolve three different class and representative "Wage and Hour" claims. The cases were consolidated in this lead case on May 2, 2024. (See ROA #43 and 44).

Zero employees (out of **7,141 individuals)** objected, and only four employees "opted out." (Johnson decl. ¶¶ 11-12). Thus, the class overwhelmingly supports the proposed settlement.

The parties' Joint Stipulation of Class and PAGA Action Settlement and Release (hereinafter the "Agreement") contains the terms of the class action settlement and is already on file with the Court. (ROA #57: **Exhibit 1**). The Agreement will be cited to herein as Exhibit 1.[1] For ease of reference, the Agreement is attached to the declaration of Eric K. Yaeckel as Exhibit 1. (Yaeckel Decl. ¶11).

III. SETTLEMENT TERMS

The Agreement includes the following key terms:

1. Contingent Nature of the Settlement

The parties entered into the Agreement exclusively for the purpose of resolving the action and facilitating the negotiated settlement. Should the Court, for any reason, not finally approve the Agreement, or if the Agreement is terminated for any reason, the Agreement will be null and void and this action will revert to its status with respect to any and all matters as they existed prior to the parties signing the Agreement. (**Ex. 1** at ¶ 78).

2. Description of the Settlement Classes

Solely for the purposes of the Agreement, the parties have agreed that the term "Class Member" is defined as:

> all current and former non-exempt persons employed by Defendant Rady Children's Hospital-San Diego, in the State of California between September 2, 2022 through the date of preliminary approval of the settlement or March 18, 2025, whichever occurs first. (**Exhibit 1** at ¶15).

Class Notices were sent to 7,141 individuals, as determined by Defendants' employment records. (Johnson decl. ¶ 6(a)). Four (4) Class Members opted out of the litigation. (Johnson decl. ¶ 11). **No** (**zero**) Class Members have objected to the proposed settlement. (Johnson decl. ¶12).

[1] This Memorandum incorporates by reference the definitions in the Agreement and the terms used herein are intended to have the same meaning as set forth in the Agreement.

Following the Notice, there are a total of 7,137 class members who will all receive a share of the settlement proceeds. (Johnson decl. ¶ 13).

3. The Settlement Claims Administrator

CAC Services Group, LLC was used as the "Settlement Administrator." CAC successfully completed all steps of the Notice process and is prepared to distribute payments pursuant to this Court's Final Orders. (See Johnson decl.¶¶ 4-15).

4. Scope of the Release

For purposes of the Agreement, Class Members hereby fully and finally release and discharge the Released Parties from any and all of the Released Claims that were or could be asserted in the lawsuit based upon the facts alleged in the complaint, arising or accruing through the Released Claims Period. The Settlement Class's Released Claims include, but are not limited to, claims arising from or dependent on the California Labor Code; the Wage Orders of the California Industrial Welfare Commission; California Business and Professions Code §17200, et seq. **(Exhibit 1** at ¶46(a)).

5. Cash Payment and Allocation

The Agreement provides for an automatic cash payment to the members of the class who do not submit valid requests for exclusion. The settlement is non-reversionary, in that all of the Net Settlement Amount, after all costs and fees are deducted, will be paid to the participating Class Members. Employer payroll taxes are also deducted prior to this calculation. (**Ex. 1** at ¶¶51, 63, 67).

Based on the final counts after the notice period, participating Class Members will be entitled to an average share of approximately **$154.93.** (Johnson decl. ¶ 16). The actual amounts received vary based on length of employment during the class period. The highest estimated payout is **$227.15** and the lowest amount is **$1.77**. (Johnson decl. ¶ 16).

The settlement checks returned as undeliverable or un-cashed for more than one hundred eighty (180) calendar days shall be canceled by the Settlement Administrator, and the funds associated with such cancelled checks shall be transmitted by the Settlement Administrator to Children's Legal Services of San Diego. (**Ex. 1** at ¶61). The Parties agree this disposition results in no "unpaid residue" under California Civil Procedure Code § 384(b), as the entire NSF shall be paid to Participating Class Members, with any uncashed amount being paid to a child advocacy program.

6. Contingent Costs

The Agreement provides for Six-Hundred Thirty-Three Thousand Three-Hundred Thirty-Three Dollars and Thirty-Three Cents (**$633,333.33**) in Attorneys' Fees, which is one-third (1/3%) of the total Settlement, and up to Eighty-Five Thousand Dollars ($85,000.00) in litigation costs. (*See* **Exhibit 1** at ¶45). The actual costs between the Plaintiffs' totals **$59,634.89**. (Yaeckel decl. ¶27).

For costs incurred in administrating the Settlement, the Agreement provides for an estimated Thirty Two Thousand Dollars ($32,000.00), or less. (*See* **Exhibit 1** at ¶47). Defendants will pay the actual costs, quoted at **$29,598.52,** to the Settlement Administrator. (Johnson decl. ¶ 17).

Defendants also agree to allocate Sixty Thousand Dollars ($60,000.00) to be allocated for Plaintiffs' PAGA claims with 75% of the amount, or Forty Five Thousand Dollars ($45,000.00) being paid to the LWDA, and 25%, or $15,000.00, being distributed amongst the Participating Class Members. (*See* **Exhibit 1** at ¶48).

Defendants also agree to pay to Plaintiffs Jones, Barnia and Fleischman Ten Thousand Dollars (**$10,000.00**) each, which represents a Class Representative Enhancement Payment in consideration for their services as Class Representatives. (*See* **Exhibit 1** at ¶46). For further justification of the enhancements, please see the attached declaration of Ms. Jones, Ms. Barnia and Ms. Fleischman.

IV. CONTROLLING LAW

The following facts and law support this undisputed request.

A. FINAL APPROVAL OF CLASS ACTION SETTLEMENTS

The trial court has broad discretion to determine whether a class action settlement is fair and reasonable. *In re Microsoft I-V Cases* (2006) 135 Cal.App.4th 706, 723.

Fairness is presumed where **(1)** the settlement is reached through arm's-length bargaining; **(2)** investigation and discovery are sufficient to allow counsel and the court to act intelligently; **(3)** counsel is experienced in similar litigation; and **(4)** the percentage of objectors is small. *Chaves v. Netflix, Inc.*, (2008) 162 Cal.App.4th 43, 52; *Dunk v. Ford Motor Co.*,(1996) 48 Cal.App.4th 1794, 1802.

B. ATTORNEYS' FEES

The California Supreme Court has recently determined that the percentage of the benefit, ("percentage method") is proper for determining a reasonable attorney fee award in an employment class action case. *Laffitte v. Robert Half Intern. Inc*. (2016) 1 Cal.5th 480.

The Court also determined that while permissible, a lode-star "cross check" of the percentage method was **not** required of California's trial courts. *Id.* at 506.

In fact the *Laffitte* Court further noted how advocating a lodestar, over a percentage of the recovery, creates perverse litigation incentives:

> Critics of the lodestar method note, for example, the difficulty in applying the method and cite the **undesirable incentives created by that approach**—i.e., a financial **incentive to extend the litigation so that the attorneys can accrue additional hours** (and thus, additional fees). Moreover, some courts and commentators have criticized the lodestar method because **it gives counsel less of an incentive to maximize the recovery** for the class.

Id. at 494 (emphasis added).

Finally,"regardless whether the percentage method or the lodestar method is used, **fee awards in class actions average around one-third of the recovery**." *Chavez v. Netflix, Inc.*, (2008) 162 Cal.App.4th 43, 66, n.11 (2008); See e.g., *In re Mego Fin. Corp. Sec. Litig.* (9th Cir. 2000) 213 F.3d 454, 463 (upholding award of 33.3 percent of the settlement fund).

C. CLASS REPRESENTATIVE ENHANCEMENTS

In determining an incentive award, the court may consider (1) the risk, both financial and otherwise, the class representative faced in bringing the suit; (2) the notoriety and personal difficulties encountered by the class representative; (3) the amount of time and effort spent by the class representative; (4) the duration of the litigation; and (5) the personal benefit received by the class representative as a result of the litigation. *Golba v. Dick's Sporting Goods, Inc.* (2015) 238 Cal.App.4th 1251, 1270 citing *Cellphone Termination Fee Cases* (2010) 186 Cal.App.4th 1380, 1394-1395.

V. ARGUMENT

A. THE PROPOSED SETTLEMENT IS MADE IN GOOD FAITH

As specifically set forth below, the settlement meets all requirements for Court approval.

1. Strength of Plaintiffs' Case and Investigation and Discovery

The most important factor courts consider when evaluating the fairness of the class action settlement is the strength of the plaintiff's case balanced against the amount offered in settlement. *Kullar, supra*, 168 Cal.App.4th at 130.

This is a class and representative action, with Plaintiffs' claims premised on Labor Code violations, established (in part) from Defendants' uniform policies. Plaintiffs' counsels' approach was to investigate Defendants' uniform employment policies by, *inter alia*, scrutinizing putative class members' time and wage records, as well as Defendants' written meal and rest period policies.

As detailed more thoroughly in the preliminary approval motion, extensive (and often highly contested) discovery occurred, followed by additional informal exchanges prior to mediation. (See ROA # 56 at § III).

Plaintiffs obtained verified copies of Defendants' uniform time keeping, employee compensation, Meal Period, Rest Period, and reimbursement polices. In addition to Plaintiffs' time and wage records, Defendants also produced a large electronic sampling of class member's records. Including "outside" documentation, Counsel reviewed over tens of thousands of pages of electronic documents. Through this review, Plaintiffs' counsel was able to analyze and verify the following: the uniformity of Defendants' "timekeeping" and compensation practices and the average net effect it had on Defendants' nonexempt employees; the format and content of Defendants' itemized wage statements; the average rate of pay for Defendants' nonexempt employees; and the average number of apparent meal period violations per employee based on multiple sets of timekeeping data.

While Plaintiffs maintained the claims were all viable, Plaintiffs (and counsel) recognize there were substantial risks to proceeding on behalf of a class and representative group. Defendants presented several potentially valid defenses to certification, liability and mitigation of damages. (Yaeckel Decl.¶11).

2. <u>The Risk, Expense, Complexity, and Likely Duration of Further Litigation</u>

Plaintiffs' Counsel's effectiveness in prosecuting this case has translated into tangible monetary benefits for the Settlement Class Members in the following respects: **(a)** a guaranteed favorable result; **(b)** guaranteed monetary recovery over a reasonably short period of time, as opposed to possibly waiting additional years for a potentially worse result; and **(c)** significant savings in attorney's fees and costs, which would have greatly increased had the case progressed through trial and possible appeals.

Given the existence of viable defenses, for the vast majority of the class claims, it was unlikely that all class claims would have been certified and brought to trial. Therefore, this class action settlement is a superior result for both parties. In exchange for a full release, Class members are able to recover substantial monetary amounts *now*. Defendant is also able to "buy its peace," and avoid the costs of defending all future claims stemming from the same wage and hour issues in this case.

Regarding Plaintiffs' PAGA representative claims, there is also a substantial risk that Plaintiffs would either fail to obtain a favorable judgment on one or more of these claims, or that a favorable award on one or more PAGA claims can be reduced. *See Thurman v. Bayshore Transit Mgmt., Inc.*, (2012) 203 Cal.App.4th 1112, 1135 (holding the Superior Court may "mitigate" PAGA penalties, even after a finding of liability.)

3. <u>The Experience and Views of Counsel</u>

Class Counsel has considerable experience in wage and hour and class action litigation. Mr. Eric Yaeckel has over 15 years of experience as an attorney who is primarily engaged in prosecuting class and representative actions. Mr. Yaeckel is one of the attorneys of record in a matter very recently (and favorably) decided before the California Supreme Court titled *Donohue v. AMN Services, LLC*, 11 Cal.5th 58 (2021). The *Donohue* matter is a certified class and PAGA action. Mr. Yaeckel also has specific trial experience in several PAGA representative action matters. (Yaeckel decl. ¶ 4-8).

Lead co-counsel Mr. Kyle Nordrehaug has approximately 26 years representing plaintiffs in employment class actions. (Nordrehaug decl.: Exhibit 1 at Attorney Biographies). His firm has handled numerous large and extensively litigated class action cases, and has repeatedly been found "adequate" to act as class counsel by numerous California State and District Courts. (Nordrehaug decl. ¶¶3-5).

Based on a detailed analysis of all the claims and the risks involved in continuing litigation, class counsel each submit the **$1,900,000.00** Gross Settlement Fund represented a fair, and more than reasonable, settlement. (Yaeckel decl. ¶11; Nordrehaug decl. ¶ 9).

4. <u>Presence of a Governmental Actor</u>

Although the State is not directly involved in this action, Plaintiff "stands in the shoes" of the Labor and Workforce Development Agency ("LWDA") by bringing a PAGA action. Consideration has been made to compensate to Labor Workforce Development Agency ("LWDA") in the amount of $45,000.00 (which is the LWDA's 75% share of a $60,000 allocation).

The LWDA was notified and declined to prosecute the claims itself. Counsel for the parties believe this is a fair, reasonable, and adequate allocation. (Yaeckel decl. ¶12). The LWDA was also served with copies of the Settlement and Preliminary Approval Motion and has not objected or responded to date. (*Id.*) They have also been served withe notice of this motion and all supporting documents. (See concurrently filed Proof of Service). Counsel will submit a declaration updating the Court should the LWDA provide any response.

5. <u>Reaction of the Class Members to the Proposed Settlement</u>

A total of **7,141** members of the settlement class were notified and only four (4) members requested exclusion and opted out of the class. (Johnson decl. ¶¶ 6, 10, 11).

Perhaps most importantly, **there have been <u>No</u> (Zero) objections to the terms of the proposed settlement**. (Johnson decl. ¶ 12).

"By any standard, the lack of objection of the Class Members favors approval of the Settlement." *In re Omnivision Technologies, Inc.*, (N.D. Cal. 2008) 559 F.Supp.2d 1036,1043; see also *Ross v. A.H. Robins*, (S.D.N.Y. 1988) 700 F. Supp. 682, 684 ["The absence of objectants may itself be taken as evidencing the fairness of a settlement."]

B. THE REQUESTED ATTORNEY'S FEES AND COSTS ARE REASONABLE

Plaintiffs will seek, and Defendants will not oppose, a payment of Six-Hundred Thirty-Three Thousand Three-Hundred Thirty-Three Dollars and Thirty-Three Cents (**$633,333.33**) in Attorneys' Fees, which is one-third (1/3%) of the total Settlement.

The agreement also calls for up to Eighty Five Thousand Dollars ($85,000.00) in litigation costs. However, Plaintiffs will be seeking less in than this amount, seeking only **$59,634.89** ($23,150.27 for SYLG; $32,798.11 for BNBD and $3,686.51 for James Hawkins APLC). (Yaeckel decl. ¶27; Nordrehaug decl. ¶15 ; Hawkins decl. ¶13).

The following factors establish the reasonableness of the attorney's fees requested.

1. <u>The Contingent Nature of the Fee Agreement, and Inherent Risk Therein, Supports Awarding a *Percentage of the Recovery*</u>

In the instant matter, Plaintiffs' Counsel was retained on a contingency basis. (Yaeckel decl. ¶15). A percentage fee of 35% (thirty-five percent) was freely negotiated. (*Id.*) As part of the Agreement, Counsel was required to continue the prosecution of the matter regardless of the outcome of the preliminary motions (*i.e.*, class certification.) (*Id.*) Here, however, Plaintiffs' Counsel has agreed to a 33 & 1/3 % share of the recovery in order to maximize the recovery on behalf of the class. (*Id.*)

There is an **established practice** in the private legal market to reward attorneys for taking the risk of non-payment by paying them a **premium over their normal hourly rates** for winning contingency cases. *In re Washington Public Power Supply System Securities Litigation* (9th Cir. 1994) 19 F.3d 1291, 1299. If attorneys' efforts create a benefit for others in addition to their own client, the court is empowered to award fees from that fund. *Boeing v. Van Gemert* (1980) 444 U.S. 472, 478.

The rationale for fee enhancement in contingency cases has been explained as follows:

> '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. The implicit interest rate on such a loan is higher because the risk of default (the loss of the case, which cancels the debt of the client to the lawyer) is much higher than that of conventional loans**.' (Prosner, Economic Analysis of Law (4th ed.1992) pp. 534, 567.) '**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 these functions. If he is paid no more, competent counsel will be reluctant to accept fee award cases**.' (Leubsdorf, The Contingency Factor in Attorney Fee Awards (1981) 90 Yale L.J. 473, 480; see also Rules Prof. Conduct, rule 4-200(B)(9) [recognizing the contingent nature of attorney representation is an appropriate component in considering whether a fee is reasonable]; ABA Model Code Prof. Responsibility, DR 2-106(B)(8) [same]; ABA Model Rules Prof. Conduct, rule 1.5(a)(8). [] **Such fee enhancements are intended to compensate for the risk of loss generally in contingency cases as a class**.

Beasley v. Wells Fargo Bank (1991) 235 Cal.App.3d 1407, 1419 (disapproved on other grounds.)

The percentage of the fund approach also sets expectations and incentivizes counsel in taking on the risk of a contingency case:

> The bases of the equitable rule which permits surcharging a common fund with the expenses of its protection or recovery, including counsel fees, appear to be these: fairness to the successful litigant, who might otherwise receive no benefit because his recovery might be consumed by the expenses; correlative prevention of an unfair advantage to the others who are entitled to share in the fund and who should bear their share of the burden of its recovery; **encouragement of the attorney for the successful litigant, who will be more willing to undertake and diligently prosecute proper litigation for the protection or recovery of the fund if he is assured that he will be promptly and directly compensated should his efforts be successful**.

Jordan v. California Dep't of Motor Vehicles (2002) 100 Cal.App.4th 431, 446 (with emphasis added) citing *Estate of Stauffer* (1959) 53 Cal.2d 124, 132.)

As a result, the percentage of the recovery (routinely approved in California at 33 & 1/3%), properly incentivizes and awards counsel for diligently pursuing this matter in the face of numerous obstacles to both certification, and liability.

2. The Continuing Obligation to Devote Time and Effort to the Litigation

Since the tentative agreement, my office has had to devote considerable time to maintain the litigation, achieve Court approval for the proposed settlement, and assist the proposed Class Members with questions about the Class Notice, Potential Release and all available options. Moreover, based on my experience acting as class counsel, I also estimate at least another 10 hours by my office will be devoted assisting Class Members on questions and issues regarding the settlement, meeting with Class Members (including on any late submissions), and preparing for and attending the Final Approval hearing in this matter. (Yaeckel decl. ¶16).

3. The Extent to which the Litigation Precluded Other Employment

Counsel was precluded from accepting other employment and clients due to the necessity of maintaining the prosecution of the instant matter. (Yaeckel decl. ¶ 18).

4. The Experience, Reputation, and Ability of the Attorneys who Performed the Services, and the Skill They Displayed in Litigation

As set forth above, Plaintiffs counsel all have extensive experience, successfully prosecuting class and representative actions. *(*Yaeckel decl. ¶¶3-8; Nordrehaug decl. ¶¶3-5). Barnia's counsel are the attorneys of record in a matter very recently (and favorably) decided before the California Supreme Court titled *Donohue v. AMN Services, LLC*, (2021) 11 Cal.5th 58. The *Donohue* matter is a <u>certified</u> class and PAGA action. (Yaeckel decl. ¶5). Plaintiffs' counsel are currently lead counsel on approximately 30 employment "wage and hour" claims with class action, or representative action allegations. (Yaeckel decl. ¶6).

Plaintiffs' counsel has recent (and successful) Trial experience in "Wage and Hour" cases. In a recent successful PAGA trial, before the Hon. Katherine Bacal of the San Diego Superior Court, Plaintiff's counsel was awarded their full requested attorneys fees and the hourly rates (which are similar to the fees/rates billed here) billed were all approved. See *Carrington v. Starbucks Corp.* San Diego Superior Court, Case No. 37-2014-00018637-CU-OE-CTL and published appellate opinion at 30 Cal.App.5th 504. (Yaeckel decl. ¶7).

Based on said experience, it is the opinion of counsel that this settlement represents a fair and adequate payment. (Yaeckel decl. ¶¶8-9; Nordrehaug decl. ¶¶6-11).

5. <u>The Amount Involved and the Results Obtained on Behalf of the Class</u>

This is not a "coupon" class action case. (Yaeckel decl. ¶18). The Class is set to receive significant monetary benefits they would not have received if Class Counsel did not act. (*Id.*) Participating members of the Class will receive an average of **$154.93** with some class members receiving as much as **$227.15**. (Johnson decl. ¶ 16).

6. <u>A Percentage of the Common Fund Award is Proper</u>

The controlling law on this issue is set forth above in Section IV(B). Plaintiffs' counsel submits that the request for 33 & 1/3 % in attorneys fees from the "common fund" settlement is proper.

7. <u>The Lodestar Cross-Check</u>

If deemed necessary, a "lodestar cross-check" of the settlement also confirms the propriety of the request.

As set forth in the attached Declaration of Eric K. Yaeckel, Kyle Nordrehaug and James Hawkins, the actual lodestar attorney's fees incurred (to date) are estimated to amount to be approximately **$388,170** between all Plaintiff's counsel. ($191,400 SYLG + $155,770.00 BNBD + $40,000.00 Hawkins). (Yaeckel Decl. ¶20; Nordrehaug Decl. ¶13; Hawkins Decl. ¶12). Given the attorneys fees incurred – in the approximate amount of **$388,170**– a multiplier of approximately **1.63** is necessary for the full award requested (and undisputed) by Plaintiff. (*Id.*).

California courts and the Ninth Circuit hold that the trial court in determining whether to apply a multiplier should look at the case and its results as a whole. Historically, California courts have approved **multipliers of 1.5 to 4**. See *Coalition for Los Angeles County Planning v. Board of Supervisors*, (1977) 76 Cal. App. 3d 241, 251 (multiplier of 2+); *Kern River Public Access Committee v. City of Bakersfield*, (1985) 170 Cal. App. 3d 1205, 1228 (multiplier of 1.5); *Downey Cares v. Downey Community Development Commission*, (1987) 196 Cal. App. 3d 983, 994 (multiplier of 1.5); *Sternwest Com. v. Ash*, (1986) 183 Cal. App. 3d 74, 75.

Furthermore, the Federal courts have applied multipliers ranging from 1.7 to 4.0, even when the class action involved relatively routine issues. See *Rabin v. Concord Assets Grouo. Inc.*, (S.D.N.Y. 1991) Fed. Sec. L. Rep. (CCH) Par. 96,471 at 92, 091 (multiplier of 4.4); *Behrens v. Wometco*, (S.D.Fla 1988) 118 F.R.D. 534, 549 (multiplier of 3); *Rievman v. Burlington Northern Railroad Co.*, (S.D.N.Y. 1987) 118 F.R.D. 29, 35 (noting multiplier~ between 3 and 4.5 are common).

Here, the multiplier requested is within the range of what California and federal courts often apply in class action cases. Moreover, the results obtained here, versus the risk of a zero recovery, given the numerous asserted defenses, support this modest multiplier request. (Yaeckel decl. ¶ 24).

Additionally, the settlement provides the class with a substantial monetary amount and the class strongly supports the fairness of the settlement, even after being notified of the requested attorneys' fee award (4 opt-outs, and 0 objections). In the event the Court deems a lodestar analysis is necessary it will confirm that Plaintiff's fees are reasonable.

For a detailed breakdown of the tasks performed, rates of pay and hours expended please see the declaration of counsel. (Yaeckel decl. ¶19; Nordrehaug decl.: Exhibit 2; Hawkins decl. ¶13).

8. The Reasonableness of the Hourly Rates

In conducting a lodestar cross-check, the Court first determines a lodestar value for the fees by multiplying the time reasonably spent by plaintiffs' counsel on the case by a ***reasonable hourly rate***. *In re Consumer Privacy Cases*, 175 Cal. App. 4th 545, 556-57 (2009). To determine whether the requested rate is reasonable, courts look to the prevailing rate for similar work in the pertinent geographic region. *PLCM Group v. Drexler*, 22 Cal. 4th 1084, 1096-97 (2000).

A trial court has discretion to use the "Laffey Matrix" when it comes to establishing attorneys' reasonable hourly rates in California State Courts. *See e.g. Syers Properties III, Inc. v. Rankin*, (2014) 236 Cal.App.4th 691, 702.

All of the attorneys from Sullivan & Yaeckel, bill at or less than the rates set forth in the Laffey matrix. (Yaeckel decl. ¶¶21-23). Moreover, based on counsel's over fifteen years of experience doing "wage and hour" class action law, these rates are all all within the market range of hourly rates charged by attorneys of comparable skill and experience working on similar matters.(Yaeckel decl. ¶¶ 24-26).

Moreover, the rates of co-counsel, ranging between $450 and $995, are all within the market range of hourly rates charged by attorneys of comparable skill and experience working on similar matters. (See Nordrehaug decl. ¶¶ 13-15).

Accordingly, Plaintiffs' Counsel's hourly rates are comparable to, or less than, those charged by other class action plaintiffs' counsel and the firms defending class actions, and have been approved by numerous federal and state courts.

9. <u>The Amount of Costs</u>

Plaintiffs' Counsel are also entitled to reimbursement of their litigation costs. Cal. Lab. Code §§ 1194(a), 2699(g)(1).

Class Counsel has expended approximately **$59,634.89** in costs, including filing fees, travel, mediation, copying and document preparation charges, deposition fees, expert fees, investigative fees, and delivery/service fees. (Yaeckel decl. ¶ 27; Nordrehaug decl. ¶15 ; Hawkins decl. ¶13). Defendant agreed not to oppose an amount of up to $85,000.00 in costs. Accordingly, Plaintiffs' counsel therefore seeks approval of the actual costs of **$59,634.89** ($23,150.27 for SYLG; $32,798.11 for BNBD and $3,686.51 for Hawkins). (Yaeckel decl. ¶ 27; Nordrehaug decl. ¶15; Hawkins decl. ¶13).

C. THE CLASS REPRESENTATIVE ENHANCEMENTS ARE REASONABLE

Plaintiffs Jones, Barnia and Fleischman each request an enhancement award of **$10,000.00** each (**$30,000** total) for serving as the class representative. Defendants do **<u>not</u>** oppose this request. The class was notified and does **<u>not</u>** object.

A Plaintiff puts their future employment prospects at risk by becoming a class representative as the fact that they filed a class action lawsuit "is searchable on the internet and may become known to prospective employers when evaluating" the employee as a candidate. *Guippone v. BH S&B Holdings, LLC*, 2011 U.S., Dist. LEXIS 126026, *20 (S.D.N.Y. Oct. 28, 2011).

Moreover, by "sticking their neck out" as a Class Representative in a publicly filed lawsuit, Plaintiffs took a substantial risk that may adversely impact their ability to work in this field in the future. An entire industry exists that allows employers to run extensive background searches on potential employees. Companies who provide these services specifically highlight the fact that their services allows employers to weed out litigious employment candidates. (Yaeckel decl. ¶31).

Plaintiff also risked personally owing a large cost award, into the tens of thousands of dollars, based on the costs incurred by Plaintiffs, had the claims been unsuccessful. (Yaeckel decl. ¶33).

Despite all the risks, Plaintiffs at all times remained committed to securing a monetary recovery on behalf of the entire class. (See Jones decl. ¶¶8-15; Fleischman decl. ¶¶3-9 ; Yaeckel decl. ¶34).

Accordingly, Plaintiffs asks the Court to approve a class representative enhancement in the amount of $10,000.00 apiece, to Ms. Jones, Ms. Barnia and Ms. Fleischman.

VI. CONCLUSION

Based on the foregoing, Plaintiffs respectfully request that this Court grant Plaintiffs' Motion consistent with the accompanying proposed Order and Final Judgment.

Dated: August 27, 2025

SULLIVAN & YAECKEL LAW GROUP, APC

Cody Archer

Eric K. Yaeckel
Ryan T. Kuhn
Cody D. Archer
Attorneys for Plaintiff JULIET BARNIA individually and on behalf of herself and on behalf of all persons similarly situated