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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

STEPHEN BROUGH and EDGAR
BECERRA, individuals, on behalf of
themselves and others similarly situated,

PLAINTIFFS,

v.

GLOBAL PARATRANSIT, INC.; REZA
NASROLLAHY, an individual; and DOES 1 to
50, inclusive,

DEFENDANTS.

Case No. BC616177; *Related Case* BC619163
[Case Assigned for All Purposes to Hon.
Carolyn B. Kuhl]

**NOTICE OF MOTION AND MOTION
FOR FINAL APPROVAL OF
ATTORNEYS' FEES AND COSTS;
MEMORANDUM OF POINTS AND
AUTHORITIES**

*[Filed concurrently with Notice of Motion and
Motion for Final Approval of Class
Settlement, Declarations of Ari J. Stiller,
Edgar Becerra, Stephen Brough, David
Deason, John Norton, Sahag Majarian and
Chris Pikus, Proposed Order, and Proposed
Judgment]*

Date: November 12, 2019
Time: 10:00 a.m.
Dept.: 12

Trial Date: None Set
Complaint Filed: April 7, 2016

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

2 PLEASE TAKE NOTICE that on November 12, 2019 at 10:00 a.m. in Department 12 of
3 the above-entitled court, Plaintiffs Stephen Brough and Edgar Becerra ("Plaintiffs") will, and
4 hereby do, move the Court for an Order granting final approval of Attorneys' Fees and Costs, in
5 conjunction with the final approval of the Class Settlement.

6 Good cause exists for the granting of this Motion because the proposed Class Settlement
7 is fair, adequate, reasonable, and in the best interests of the Class and all Parties, and the attorneys
8 who worked to achieve the settlement seek compensation from the common fund.

9 The Motion will be based on this Notice of Motion, the accompanying Memorandum of
10 Points and Authorities, the Declarations of Ari J. Stiller, David Deason, John Matthew Norton,
11 Sahag Majarian, and Chris Pikus, all other papers and records on file in this action, and on such
12 oral and documentary evidence as may be presented at the hearing on this Motion.

13 DATED: October 17, 2019

KINGSLEY & KINGSLEY, APC

14
15 By: _____

Ari J. Stiller
Attorneys for Named Plaintiff EDGAR BECERRA
and the proposed class

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1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. INTRODUCTION**

3 Pursuant to California Rules of Court, rule 3.769(b) and California Code of Civil Procedure
4 section 382, Plaintiffs Stephen Brough and Edgar Becerra (“Plaintiffs”) respectfully request
5 approval of an award of attorneys’ fees and reimbursement of expenses to class counsel pursuant
6 to the terms of the preliminarily approved Class Action Settlement (“Settlement”) between
7 Plaintiffs and Defendants Global Paratransit, Inc. and Reza Nasrollahy (“Defendants”).
8 Accompanying this Memorandum of Points and Authorities is a separate memorandum filed in
9 support of Plaintiff’s Motion for Final Approval of Class Action Settlement.

10 **II. STATUS OF THE SETTLEMENT**

11 As discussed in the Motion for Final Approval of Class Action Settlement, Plaintiffs’
12 counsel has worked diligently in order to obtain this Settlement:

13 Deason & Archbold filed a class action complaint on behalf of Plaintiff Brough on April
14 7, 2016 (the “Brough Action”), alleging causes of action for improper pay deductions under
15 California Labor Code sections 221, 223 and 300; failure to reimburse expenses under California
16 Labor Code section 2802; meal and rest break liability under California Labor Code section 226.7;
17 failure to pay minimum wage and overtime under California Labor Code sections 510, 1197, and
18 1198; derivative claims for inaccurate wage statements, waiting time penalties, and unfair
19 competition; and penalties pursuant to California Labor Code section 2699, *et seq.* (“PAGA”).
20 (Stiller Decl., ¶ 4.) On May 2, 2016, the Kingsley firm filed a complaint on behalf of Plaintiff
21 Becerra based on similar allegations, including overtime and meal and rest period violations.
22 (Stiller Decl., ¶ 5.) On May 9, 2017, Brough and Becerra filed a consolidated complaint
23 encompassing both of their actions. (Stiller Decl., ¶ 6.)

24 On August 4, 2017, the parties conducted a full-day mediation with Hon. Peter D. Lichtman
25 (Ret.) but were unable to reach a settlement. (Stiller Decl., ¶ 7.) They continued with litigation and
26 discovery, including special interrogatories, requests for production of documents, and requests
27 for admissions. This discovery led to the production of the employee list and contact information
28 of all putative class members. (Stiller Decl., ¶ 8.) After significant meet-and-confer efforts,

1 Defendants supplemented their discovery responses twice and ultimately produced nearly 6,000
2 pages of pertinent documents, including: the named Plaintiffs' personnel files and time and pay
3 records, applicable employment policies, time and pay records for a sample of class members
4 during the relevant period, and driver trip logs detailing the pick-up and drop-off times of trips
5 completed by a sample of class during the relevant period. (*Ibid.*) On July 18, 2018, Plaintiffs took
6 the deposition of GPI's person most knowledgeable, Darian Harris, regarding the claims alleged,
7 and the underlying policies and practices in this action. (Stiller Decl., ¶ 9.)

8 After much deliberation, the parties entered a second full-day mediation on January 18,
9 2019, with respected mediator Hon. Gail Andler (Ret.), and were finally able to reach a settlement
10 in principle memorialized in a Memorandum of Understanding. (Stiller Decl., ¶ 10.) They then
11 finalized the Settlement Agreement only after additional contentious negotiations. (*Ibid.*)

12 **III. THE COURT SHOULD GRANT PLAINTIFF'S APPLICATION FOR AN AWARD** 13 **OF ATTORNEYS' FEES**

14 **a. Plaintiffs' Counsel are Entitled to a Fee From the Common Fund**

15 The Court has the power to award attorneys' fees and expenses to Class Counsel under
16 the "substantial benefit" theory. (*Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1810;
17 *Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 254.) The "substantial benefit"
18 theory permits a litigant who has sued in a representative capacity to recover fees when the
19 litigant's efforts have created a substantial, actual, and concrete benefit for members of an
20 ascertainable class and the court's jurisdiction over the subject matter makes possible an award
21 which spreads the cost proportionately among the members of the benefitted class. (*See Ciani v.*
22 *San Diego Trust & Sav. Bank* (1994) 25 Cal.App.4th 563, 578.)

23 This doctrine rests on the understanding that attorneys should normally be paid by their
24 clients, and that unless attorneys' fees are paid out of the common fund, those who benefitted
25 from the fund would be unjustly enriched. (*Woodland Hills Residents Assn., Inc. v. City Council*
26 (1979) 23 Cal.3d 917, 943; *Save El Toro Ass'n v. Days* (1979) 98 Cal.App.3d 544, 548-49.) To
27 prevent this unfair result, courts exercise equitable powers to assess attorneys' fees against the
28 entire fund, thereby spreading the cost of those fees among all those who benefitted. (*Serrano III*,

20 Cal.3d at p. 35.) “A court, in the exercise of its equitable discretion, may decree that those receiving the benefit should contribute to the costs of its production.” (*Save El Toro Assn., supra*, 98 Cal.App.3d at p. 548.) As this approach “better approximates the workings of the marketplace than the lodestar approach,” there is “a greater judicial willingness to evaluate a fee award as a percentage of the recovery” in common fund cases. (*Lealao v. Beneficial Calif., Inc.* (2000) 82 Cal.App.4th 19, 31, 48.)

The California Supreme Court recently addressed the correct methodology for awarding fees in a class settlement. (*Laffitte v. Robert Half Intern. Inc.* (2016) 1 Cal.5th 480, 503.) The *Laffitte* Court approved awarding fees as a percentage of the settlement fund in cases like the present one, where a settlement results in the creation of a common fund on behalf of a class:

We join the overwhelming majority of federal and state courts in holding that when class action litigation establishes a monetary fund for the benefit of the class members, and the trial court in its equitable powers awards class counsel a fee out of that fund, the court may determine the amount of a reasonable fee by choosing an appropriate percentage of the fund created.

(*Id.* at p. 503.) As such, no multiplier cross-check is necessary, but a trial court can utilize it if it so desires: “We hold further that trial courts have discretion to conduct a lodestar cross-check on a percentage fee, as the court did here; they also retain the discretion to forgo a lodestar cross-check and use other means to evaluate the reasonableness of a requested percentage fee.” (*Id.* at p. 506.)

Here, the settlement provides for a Gross Settlement Fund of \$488,000.00. From that fund, the Parties agreed that Plaintiff may request an award of attorneys’ fees in the amount of \$162,666.67, or 1/3 of the gross settlement amount created on behalf of the Class. (Stiller Decl. ¶ 13.) This litigation resulted in “a substantial, actual and concrete . . . benefit on the members of an ascertainable class,” (*Save El Toro Assn.*, 98 Cal.App.3d at p. 548), namely a non-reversionary settlement fund of \$488,000.00. Because none of the class members have paid fees to class counsel for their efforts during the litigation, equity requires that they pay a fair and reasonable fee based on what the market would traditionally require, no less than if they had hired private counsel to litigate their cases individually. Class counsel are therefore entitled to a reasonable contingency

1 fee of 1/3 of the settlement fund.

2 **b. The Attorneys' Fees Requested Are Within the Range of Fees in Comparable**
3 **Cases**

4 Courts historically award fees in the twenty-to-fifty-percent range, depending on the
5 circumstances of the case. Thus, Kingsley & Kingsley and Deason & Archbold's requested fee of
6 33.3% is well within the range of reasonableness. *See, e.g., In re Activision Securities Lit.* (N.D.
7 Cal. 1989) 723 F. Supp. 1373, 1378. As stated in Newberg:

8 No general rule can be articulated on what is a reasonable percentage of a common
9 fund. Usually 50% of the fund is the upper limit on a reasonable fee award from a
10 common fund in order to assure that the fees do not consume a disproportionate
part of the recovery obtained for the Class, although somewhat larger percentages
are not unprecedented.

11 (*Newberg on Class Actions*, 3rd Ed., 1992, § 14.03.) The requested fee falls on the lower end of
12 the Ninth Circuit's historical range of acceptable fee awards of 20% to 50% and is fair
13 compensation for undertaking this complex, risky, expensive, and time-consuming litigation on a
14 contingent basis.

15 **c. The Risks of Litigation Support the Requested Fee Award**

16 A fee award of 1/3 of the common fund is reasonable because class counsel's diligent
17 litigation efforts and experience led to an outstanding settlement. (See Stiller Decl. ¶¶ 61, 78.)
18 One of the primary factors justifying an attorney fee award in cases such as this are the attendant
19 risks inherent in the litigation. As observed in *City of Detroit v. Grinnell Corporation* (2d Cir.
20 1974) 495 F.2d 448, 470:

21 No one expects a lawyer whose compensation is contingent upon his success to
22 charge, when successful, as little as he would charge a client who had agreed to pay
23 for his services, regardless of success. Nor, particularly in complicated cases
producing large recoveries, is it just to make a fee depend solely on the reasonable
amount of time expended.

24 Plaintiffs' counsel have extensively addressed the perceived risks in this case in the
25 concurrently filed Motion for Final Approval of Class Action Settlement and will not repeat that
26 analysis here. In addition to the complexity of this case, class counsel have borne the entire risk
27 and costs of this litigation during the entire time that it has been pending, all on a pure contingency
28 basis. (Stiller Decl. ¶¶ 60, 61, 80.) Through the investment of substantial effort and resources, class

counsel have secured an outstanding settlement of behalf of the drivers who worked for Defendants during the Covered Period. Defendants vigorously contested liability, the amount of claimed damages, and the propriety of class certification. It is this kind of situation, involving complex issues, that has been recognized as justifying a substantial attorney fee award.

IV. CLASS COUNSEL’S FEE REQUEST IS REASONABLE UNDER A LODESTAR CROSSCHECK

Although not required to do so, Courts may “cross-check” the results of the common fund method against the lodestar method. (*See, e.g., In re Consumer Privacy Cases* (2009) 175 Cal.App.4th 545, 557.) The lodestar is calculated by multiplying the reasonable hours expended by a reasonable hourly rate. (*Serrano v. Priest* (1977) 20 Cal.3d 25, 48-49 [“*Serrano III*”].) Those rates reflect “the general local hourly rate for a fee-bearing case” and do “not include any compensation for contingent risk, extraordinary skill, or any other factors.” (*Ketchum v. Moses* (2001) 24 Cal.4th 1122, 1138.) The court may then enhance the lodestar with a multiplier. (*Wershba, supra*, 91 Cal.App.4th at p. 254; *Rebney v. Wells Fargo Bank* (1991) 232 Cal.App.3d 1344, 1347; *Serrano III, supra*, 20 Cal.3d at p. 49.)

The purpose of using the lodestar/multiplier method is to mirror the legal marketplace. Counsel will not handle cases for straight hourly fees payable only if they win; therefore, an enhancement is often awarded so that the fee received is commensurate with what attorneys could expect to be compensated for services in similar circumstances. (*See San Bernardino Valley Audubon Soc., Inc. v. County of San Bernardino* (1984) 155 Cal.App.3d 738, 755 [an award must be large enough “to entice competent counsel to undertake difficult public interest cases”].) No specific findings reflecting the court’s calculations are required. (*Wershba, supra*, 91 Cal.App.4th at p. 254; *Rebney, supra*, 232 Cal.App.3d at p. 1349.)

Here, a lodestar cross-check confirms that the percentage requested is reasonable. Class Counsel’s aggregate lodestar amounts to \$229,420.00 (without future hours),¹ which represents 436 hours of attorney work on this litigation incurred from its inception through the filing of

¹ Though Class Counsel will certainly continue to spend time working on this matter for tasks such as preparing for and attending the final approval hearing and overseeing the administration process, Plaintiff’s Counsel are not requesting approval of future hours.

1 Plaintiffs' Motion for Final Approval. (Stiller Decl. ¶¶ 76-78.) Based on these amounts, Class
2 Counsel's multiplier is only 0.71—meaning the requested fee award from the common fund
3 compensates counsel for 71% of the fees they've actually incurred. Typically, the lodestar is
4 merely the starting point of the calculation of a reasonable fee, and courts often multiply the
5 lodestar by a factor to account for the risk of non-payment, delay in payment, the quality of work,
6 and the novelty and difficulty of the issues involved. (*See Radar v. Thrasher* (1962) 57 Cal.2d
7 244, 253; *Beasley v. Wells Fargo Bank* (1991) 235 Cal.App.3d 1407, 1419; *Coal. for L.A. County*
8 *Planning v. Bd. of Supervisors* (1977) 76 Cal.App.3d 241, 251.)

9 **a. The Number of Hours Claimed is Reasonable**

10 Plaintiffs' counsel are entitled to be compensated "for all time reasonably expended in
11 pursuit of the ultimate result achieved in the same manner that an attorney traditionally is
12 compensated by a fee-paying client for all time reasonably expended on a matter." (*Hensley v.*
13 *Eckerhart* (1983) 461 U.S. 424, 431 [internal quotations omitted]; *accord Serrano v. Unruh*
14 (1982) 32 Cal.3d 621, 633 [*"Serrano IV"*] [parties should recover for all hours reasonably spent];
15 *Meister v. Regents of Univ. of Cal.* (1998) 67 Cal.App.4th 437, 447-48 [same].)

16 The amount of time spent on this case (436 hours), which culminated in a very favorable
17 proposed Settlement, is reasonable given the complexity and novelty of the issues involved, the
18 vigorous defense, the length and intensity of the litigation, and the exceptional results obtained.
19 (Stiller Decl., ¶¶ 76-78.) Class Counsel litigated this action with great efficiency in light of the
20 amount of work required to achieve the Settlement. Class Counsel has submitted declarations
21 evidencing the reasonable hourly rate for their services and establishing the number of hours spent
22 working on the case. (Stiller Decl. ¶ 75; Deason Decl. ¶ 9; Norton Decl. ¶ 25; Majarian Decl. ¶ 9.)
23 Class Counsel has spent a significant amount of hours extensively investigating, researching, and
24 litigating this matter, including but not limited to the following:

- 25 a. Interviewing Plaintiffs and flushing out facts and issues;
26 b. Researching employer and causes of action;
27 c. Developing facts and investigating Defendant's ownership structure;
28 d. Researching and analyzing relevant claims;
e. Investigating and discussing job functions, duties, compensation, policies, and
procedures, etc.;

- f. Regularly meeting and/or communicating with the Class Representatives;
- g. Drafting pleadings;
- h. Drafting discovery requests;
- i. Drafting Plaintiffs' discovery responses;
- j. Communicating with Plaintiffs to compile information in response to Defendants' discovery requests;
- k. Drafting motions;
- l. Opposing defendants' motions;
- m. Drafting mediation briefs and appearing at two full-day mediations;
- n. Negotiating the terms of the Settlement;
- o. Reviewing and making changes to the Settlement Agreement;
- p. Drafting and revising documents for Preliminary and Final Approval;
- q. Monitoring settlement notice procedure and participation; and,
- r. Coordinating and overseeing all aspects of the administration of the Settlement (review documentation, approve form and content, etc.).

(Stiller Decl., ¶77.) Accordingly, Plaintiffs are entitled to full compensation for the hours claimed by Class Counsel.

b. The Hourly Rates Requested Are Reasonable

Class Counsel is entitled to be compensated at hourly rates that reflect the reasonable market value of their legal services, based on their experience and expertise. (*See Serrano IV, supra*, 32 Cal.3d at pp. 640-43, n.31.) "The reasonable hourly rate is that prevailing in the community for similar work." (*PLCM Group, Inc. v. Drexler* (2000) 22 Cal.4th 1084, 1095.) Payment at full market rates is essential to entice well-qualified counsel to undertake difficult cases, such as this one. (*San Bernardino Valley Audubon Soc'y v. County of San Bernardino* (1984) 155 Cal.App.3d 738, 755.) Additionally, calculation of a lodestar based on current hourly rates is appropriate as a means of compensating for delay in payment. (*Missouri v. Jenkins by Agyei* (1989) 491 U.S. 274, 283-84.)

The requested hourly rates in this case range from \$400 per hour to \$750. (Stiller Decl. ¶ 75.) Class Counsel's hourly rates are fully supported by their experience and reputation in handling complex employment litigation, including wage and hour class actions. (Stiller Decl. ¶ 75.) Mr. Kingsley is a 23-year attorney with expertise in wage and hour class action lawsuits. (Stiller Decl. ¶ 71.) He has litigated over 150 such cases, including at the appellate level at the California Court of Appeal, the Ninth Circuit, and the U.S. Supreme Court. (*Ibid.*) He is also a prolific speaker at various seminars on employment law and has contributed to legal publications

1 on employment topics. (*Ibid.*)

2 Since its inception in 2003, the law firm of Deason & Archbold has been certified as class
3 counsel in numerous wage and hour class actions. A representative list of these cases is contained
4 in the accompanying declaration of David Deason. (Deason Decl., ¶ 6.) In addition to the work
5 done under the Deason & Archbold name, the partners of Deason & Archbold have fully litigated
6 and settled numerous wage and hour actions while working for their previous employer, including
7 several wage and hour class actions with hundreds of class members against large employers such
8 as the Los Angeles Police Department, the City of Los Angeles, the County of San Bernardino,
9 and Jamba Juice. (Deason Decl., ¶ 7.)

10 Biographical information for the other handling attorneys is included in the attorney
11 declarations submitted concurrently with this motion.

12 Class Counsel's charged rates are commensurate with the prevailing market rates in Los
13 Angeles County for attorneys of comparable experience and skill handling complex litigation.
14 (Stiller Decl. ¶¶ 62, 67, 69.) Furthermore, Class Counsel's rates in calculating the lodestar are the
15 same rates charged to non-contingent hourly clients and thus necessarily reflect the current market
16 value of counsel's legal services.² (Stiller Decl. ¶ 78.) Class Counsel has made all reasonable
17 attempts to avoid duplication of assignments and to assign tasks to timekeepers at the appropriate
18 billing rates. (Stiller Decl. ¶ 77.)

19 Finally, Class Counsel's rates are in line with the Laffey Matrix, which is a fee scale that
20 courts often consult in determining the reasonableness of hourly rates. Under the adjusted Laffey
21 Matrix, a reasonable rate for attorneys with 23 years of experience, such as Mr. Deason and Mr.
22 Kingsley, is \$894, a reasonable rate for an attorney of 11 years, such as Ms. Katzenstein Ly, is
23 \$742, and a reasonable rate for an attorney with 6 years of experience, such as Mr. Stiller, is \$455.
24 (Stiller Decl. ¶ 75; Ex. E [2019 Adjusted Laffey Matrix].)

25
26
27 ² The Court should also note that other California courts approved many of these same rates over
28 15 years ago. *See, e.g., Bihun v. AT&T Info. Sys., Inc.*, 13 Cal. App. 4th 976, 997 (1993),
disapproved on other grounds, (\$450 hourly rate was a reasonable fee based on counsel's
knowledge, skill, experience and reputation).

1 **c. The Fees Requested Are Reasonable**

2 For purposes of a lodestar cross-check, the trial court may adjust the lodestar to account
3 for various factors inadequately reflected therein. (*See Lealao, supra*, 82 Cal.App.4th at pp. 40-
4 45.) A lodestar multiplier is recognized as earned compensation: “The adjustment to the lodestar,
5 e.g., to provide a fee enhancement reflecting the risk the attorney will not receive payment if the
6 suit does not succeed, constitutes earned compensation; unlike a windfall, it is neither unexpected
7 nor fortuitous.” (*Ketchum, supra*, 24 Cal.4th at p. 1138.) The court may augment the lodestar
8 upon consideration of various factors, including, but not limited to: (1) the novelty and difficulty
9 of the questions involved, (2) the skill displayed in presenting them, (3) the extent to which the
10 nature of the litigation precluded other employment by the attorneys, and (4) the contingent nature
11 of the fee award, both from the point view of eventual victory on the merits and of establishing
12 eligibility for an award. (*See Serrano III, supra*, 20 Cal.3d at pp. 41, 49.)

13 In California, courts regularly use a multiplier of 2.0 or greater in statutory fee cases to
14 approximate market fees.³ In fact, “[m]ultipliers in the 3-4 range are common in lodestar awards
15 for lengthy and complex class action litigation.” (*Van Vracken v. Atlantic Richfield Co.*
16 (N.D.Cal.1995) 901 F.Supp. 294, 298; *see also, Wershba, supra*, 91 Cal.App.4th at p. 255
17 [“Multipliers can range from 2 to 4 or even higher.”].)

18 Here, Class Counsel’s lodestar multiplier is **0.71** because their lodestar (\$229,420.00)
19 exceeds the fees requested (\$162,666.67). (Stiller Decl. ¶¶ 89, 92.) As such, the common-fund
20 fee award does not reflect any enhancement of counsel’s lodestar. (*Id.*) Nevertheless, Class
21 Counsel will address each of the lodestar enhancement factors.

22 Each of the multiplier factors supports the Court awarding the requested enhancement of
23 counsel’s lodestar. Significantly, the risk attendant to the underlying claims in this matter was great
24 considering Defendants’ defenses. As discussed in detail in the extensive risk analysis section in
25 Plaintiff’s Motion for Final Approval of Settlement, were this case to proceed, Defendants would

26 ³ See e.g., *Mangold v. Cal. Pub. Utils. Comm’n*, 67 F.3d 1470, 1478-79 (9th Cir. 1995) (2.0);
27 *City of Oakland v. Oakland Raiders* (1988) 203 Cal.App.3d 78, 82-85 (2.34); *Coal. for L.A.*
28 *County Planning v. Bd. of Supervisors* (1977) 76 Cal.App.3d 241, 251 (slightly above 2.0);
Crommie v. State of Cal. Public Utilities Comm’n (N.D. Cal. 1994) 840 F.Supp.719, 726 (2.0
multiplier in employment case).

1 have a strong incentive to litigate tenaciously.

2 Additionally, this case dealt with difficult legal and factual questions. Throughout the
3 litigation, Class Counsel diligently prepared and litigated this matter, advancing thousands of
4 dollars in costs and deferring all payment of fees, with no guarantee that any of the fees incurred
5 or costs advanced would ever be recovered, and diverting significant firm resources to prosecution
6 of this matter. (Stiller Decl., ¶ 79.) To achieve the ultimate result in this case, Class Counsel had
7 to incur substantial risk and expense, and was precluded from taking other fee generating
8 employment for over 436 hours of attorney time.

9 Accordingly, Plaintiff's multiplier request is justified and the lodestar/multiplier cross-
10 check confirms the reasonableness of counsel's fee request. The Court should therefore approve
11 the attorneys' fee award for time spent in the successful prosecution of this matter.

12 **V. THE COURT SHOULD APPROVE THE REQUEST FOR REIMBURSEMENT OF**
13 **COSTS**

14 In addition to their request for fees, Class Counsel further request reimbursement of the
15 reasonable out-of-pocket expenses advanced and/or incurred by them in connection with this
16 litigation, in the amount of \$26,913.30. (Stiller Decl. ¶ 80; Deason Decl., ¶ 10; Norton Decl.,
17 ¶26; Majarian Decl., ¶ 9; Ex. F.) All of the requested costs are reasonable in amount and
18 necessarily incurred in prosecuting this litigation. (Stiller Decl., ¶ 94; Ex. F.)

19 Expenses in this matter to date include costs for court filing fees, legal research, deposition
20 costs, two mediations with retired judges, and additional costs for the prosecution of this case
21 evidenced in the costs spreadsheet attached to the Declaration of Ari J. Stiller as well as the
22 declarations of David Deason, Sahag Majarian and John Norton. (Stiller Decl. ¶ 94; Deason
23 Decl., ¶ 10; Norton Decl., ¶26; Majarian Decl., ¶ 9; Ex. F.) In addition to the costs already
24 incurred, Class Counsel expect to spend another \$154.00 to file and appear at the hearing for the
25 present motion (\$94.00 to appear by CourtCall and \$60 to file the instant motion), bringing the
26 total request to \$26,913.30. (Stiller Decl. ¶ 94.)

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1 It should be noted that the final costs slightly exceed the estimate contained in the
2 settlement agreement by \$4,913.30. However, counsel respectfully request that the court award
3 the full amount of costs incurred. It is always difficult to estimate final costs with precision at the
4 time a settlement is reached, and it would be unfair to deny counsel reimbursement for reasonably
5 necessary hard costs incurred on behalf of the class.

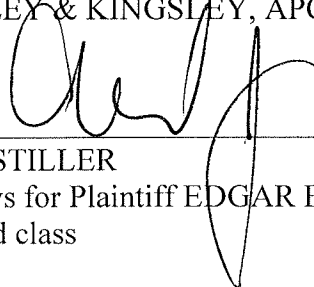
6 Accordingly, the requested fees and reimbursement of the reasonable out-of-pocket
7 expenses advanced and/or incurred is justified as part of the overall Settlement, and the Court
8 should approve the request for reimbursement in the amount of \$26,913.30.

9 **VI. CONCLUSION**

10 Class Counsel respectfully requests that the Court award a fee of one third (33.33%) of the
11 gross settlement amount, or \$162,666.67. Counsel also respectfully request reimbursement of
12 actual costs of \$26,913.30. For the above reasons, all of these requests are appropriate and justified
13 as part of the overall Settlement, and the Court should approve them as reasonable and fair.

14 DATED: October 17, 2019

KINGSLEY & KINGSLEY, APC

15
16 By: 

ARI J. STILLER

Attorneys for Plaintiff EDGAR BECERRA and the
proposed class