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15 SUPERIOR COURT OF THE STATE OF CALIFORNIA
16 COUNTY OF CONTRA COSTA

17 Robert Anthony Gonzalez, Maurice
18 Frank, and Ethan Collins individually and
19 on behalf of all similarly situated
20 individuals and all aggrieved employees,

21 Plaintiff,

22 v.

23 Golden Gate Bell, LLC and
24 DOES 1 to 100,

25 Defendants.
26
27
28

Case No. MSC21-00956

**MEMORANDUM OF POINTS AND
AUTHORITIES IN SUPPORT OF
MOTION FOR FINAL APPROVAL
OF CLASS REPRESENTATIVE
SERVICE PAYMENTS, ATTORNEY
FEES, AND COSTS**

Date: October 19, 2023

Time: 9:00 a.m.

Dept.: 12

Judge: Hon. Charles Treat

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I. INTRODUCTION

The Class Representatives and Class Counsel have accomplished an exceptional result. The Settlement recovers \$4,500,000 for a group of 19,845 employees who worked in Bay Area Taco Bell fast-food restaurants operated by Defendant Golden Gate Bell (“GGB”). Admin. Decl. ¶9. Every penny of the fund will be paid out and there will be no reversion to Defendants. The payment for long-term Class Members will be over \$854. Admin. Decl. ¶20. The quality of the settlement is attested to by the response of the Class Members; there have been no objections and just two individuals have opted out.

To achieve this remarkable outcome, Plaintiffs had to litigate across four different actions in both state and federal court for more than five years. The work included extensive discovery and motion practice including multiple depositions, two motions to compel, a motion to remand, and a motion for summary judgment that was pending at the time of the settlement.

Although the outcome they achieved was extraordinary, the fee requested by counsel is merely ordinary. Collectively, the three different law firms who represent the Plaintiffs in the three cases settling here seek only 40% of the total settlement amount. All of the Plaintiffs have approved a fee-sharing agreement which provides for the division of fees between the multiple plaintiffs’ firms that worked on this matter over the last five years. Despite the fact that all of the law firms worked without any upfront compensation, have expended substantial expenses, and have waited years before receiving any compensation, the requested fee presents just a 1.143 lodestar multiplier. Plaintiffs’ counsel also request that they be reimbursed for the \$64,367 they have advanced in out-of-pocket expenses over the last five years.

The Class Representatives’ requests for service payments are similarly modest. Although these coordinated proceedings brought together three individual Plaintiffs, they collectively seek a total of just \$40,000 in service payments. That is less than 1% of the value they have recovered. Moreover, there has not been one single objection to the requested fees, costs, or service payments. They should all be approved.

II. THE REQUESTED FEE

The parties are requesting a total fee award equal to 40% of the \$4.5 million settlement (\$1,800,000). All counsel in the coordinated cases have entered into a fee sharing agreement. Graves Decl. ¶73, Exh. 8. The agreement has been presented to and approved by all of the Plaintiffs. *Id.* That fee sharing agreement provides that “each party to this Agreement recognizes that any award of fees will ultimately be determined by the trial court.” Graves Decl. Exh. 8 at ¶2. The agreement otherwise provides for a division of fees as follows:

The Graves Firm, APC	James Hawkins, APLC	Frontier Law Center
50%	43%	7%

Applied to the requested 40% fee, the requested distribution of fees is as follows:

The Graves Firm, APC	James Hawkins, APLC	Frontier Law Center
\$900,000	\$774,000	\$126,000

III. CALIFORNIA COURTS USE THE PERCENTAGE METHOD TO DETERMINE FEES IN COMMON FUND CASES

The requested attorney fee award is supported by both lodestar and percentage-of-the-benefit analysis. Although many fee awards begin with a lodestar analysis, California courts treat true common fund settlements differently. The Second District Court of Appeal explained the rule thusly: “attorney fees awarded under the common fund doctrine are based on a ‘percentage-of-the-benefit’ analysis.” *Apple Computer, Inc. v. Superior Court*, 126 Cal. App. 4th 1253, 1270 (2005).

A. Plaintiffs Have Procured a True Common Fund Settlement

To qualify as a common fund, a settlement must create a single pool of money from which both the beneficiaries of the litigation and the attorneys will be compensated. In such cases, the court spreads the cost of attorney fees equally among the beneficiaries of the lawsuit by awarding the attorney a percentage of the common fund:

1 Fee spreading occurs when a settlement or adjudication results in the
2 establishment of a separate or so-called common fund for the benefit of
3 the class. Because the fee awarded class counsel comes from this fund,
4 it is said that the expense is borne by the beneficiaries. Percentage fees
have traditionally been allowed in such common fund cases . . .
Lealao v. Benefit Cal., 82 Cal. App. 4th 19, 26 (2000).

5 The settlement in this case presents a model common fund. The amount of the
6 payment is fixed (\$4.5 million), the settlement creates an actual fund, and all payments,
7 including Counsels' fees, come from the fund.

8 **B. Controlling Authority Requires the Percentage Method**

9 The California policy of awarding attorney fees as a percentage of a common fund
10 dates back to the late 19th century. *Fox v. Hale & Norcross Silver Mining Co.*, 108 Cal.
11 475, 476-477 (1895) (approving an order "appointing a receiver of the moneys collected
12 on the execution, and directing him to pay to the plaintiff's attorneys, as compensation
13 for their services, twenty-five percent of all moneys so collected.").

14 In 1970, the California Supreme Court reiterated its commitment to the percentage
15 method in common fund cases. *Sanders v. Los Angeles*, 3 Cal. 3d 252, 261 (1970)
16 (upholding a percentage award in a common fund wage case). In 1975, the California
17 Supreme Court again endorsed the use of the percentage method in a case where an
18 employee recovered unpaid wages for himself and a group of co-workers: "That award
19 may be sustained under the rule that a litigant who creates a fund in which others enjoy
20 beneficial rights may require those beneficiaries to pay their fair share of the expense of
21 litigation." *Glendale City Employees' Ass'n v. Glendale*, 15 Cal. 3d 328, 341 (1975).

22 This trend has been increasing since 1985, when a task force of judges, academics,
23 and attorneys convened by the Third Circuit to examine various methods of calculating
24 fee awards concluded that the percentage-of-benefit method was the appropriate method
25 to use for calculation of attorney fees in common fund cases. *Laffitte v. Robert Half Int'l,*
26 *Inc.*, 1 Cal.5th 480, 492-493 (2016). The task force found that using this method
27 provided inducement to settle quickly, prevented inefficiencies in billing and over-
28 litigating, and saved litigants and the courts from the time-consuming, "often surrealistic"

1 burden of evaluating fee petitions using the lodestar method. *Id.* at 493. Since the Third
2 Circuit’s task force findings, the overwhelming majority of courts and commentators
3 recognize that use of the percentage method is superior. *Id.* at 494.

4 In 2016, the California Supreme Court definitively adopted the percentage-of-
5 benefit method to calculate fee awards in common fund cases such as this one.

6 We join the overwhelming majority of federal and state courts in holding
7 that when class action litigation establishes a monetary fund for the benefit
8 of the class members . . . the court may determine the amount of a
9 reasonable fee by choosing an appropriate percentage of the fund created.
10 The recognized advantages of the percentage method – including relative
11 ease of calculation, alignment of incentives between counsel and the class,
12 a better approximation of market conditions in a contingency case, and the
encouragement it provides counsel to seek an early settlement and avoid
unnecessarily prolonging the litigation . . . convince us the percentage
method is a valuable tool[.] *Laffitte*, 1 Cal. 5th at 503.

13 **C. The Percentage Method Provides Efficient Incentives**

14 The lodestar method “encourages significant elements of inefficiency, by giving
15 attorneys an incentive to spend as many hours as possible and a strong incentive against
16 early settlement.” *Craft v. County of San Bernardino*, 2008 U.S. Dist. LEXIS 27526,
17 27-29 (C.D. Cal. 2008); *see also Shaw v. Toshiba Am. Info. Sys.*, 91 F. Supp. 2d 942, 964
18 (E.D. Tex. 2000) (“the lodestar method rewards plodding mediocrity and penalizes
19 expedient success”). California courts have long recognized this problem. In *Lealao*,
20 the court addressed the fact that lodestar: “encourages lawyers to expend excessive hours,
21 and engage in duplicative and unjustified work, and . . . creates a disincentive for the
22 early settlement of cases.” *Lealao*, 82 Cal. App. 4th at 28.

23 The percentage method allows California courts to avoid the perverse incentives
24 of the lodestar analysis. Where, as here, counsels’ work supports the judicial goal of fair
25 and efficient settlements, the percentage method ensures an appropriate outcome:

26 Considering that our Supreme Court has placed an extraordinarily high
27 value on settlement, it would seem counsel should be rewarded, not
28 punished, for helping to achieve that goal. . .
Lealao, 82 Cal. App. 4th at 53.

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1 **C. A 40% Fee Is Justified Here**

2 This case presents multiple features that justify a 40% fee award:

3 **Total Settlement Value.** Recovery of \$4.5 million on the basis of ordinary wage
4 and hour claims for a class of just over 19,000 individuals is an excellent outcome.
5 The total settlement value is also extraordinary as a percentage of the maximum possible
6 recovery. Setting aside civil penalties and interest, the gross recovery of \$4,500,000
7 represents 8.3% of all unpaid wages, overtime premium, meal break premiums, and
8 reimbursements at issue in this matter. Graves Decl. ¶48. This is an exponential
9 improvement from typical settlements that recover 2% or 3% of the maximum possible
10 value. Case law documents this experience. *See, e.g., Custom LED, LLC v. eBay, Inc.*,
11 2014 WL 2916871, at *4 (N.D. Cal. Jun. 24, 2014) (“[C]ourts have held that a recovery
12 of only 3% of the maximum potential recovery is fair and reasonable when the plaintiffs
13 face a real possibility of recovering nothing absent the settlement.”); *In re OmniVision*
14 *Techs.*, 559 F. Supp. 2d 1036, 1042 (2007) (6% of potential damages); *In re LDK Solar*
15 *Secs. Litig.*, No. 07-5182 WHA, 2010 U.S. Dist. LEXIS 87168 at *7 (N.D. Cal. July 29,
16 2010) (5% of potential damages); *In re Veritas Software Corp. Sec. Litig.*, 2005 U.S.
17 Dist. LEXIS 30880, *5 (N.D. Cal. Nov. 15, 2005) (from 1991 to 2003, the median
18 percentage of losses paid in settlement ranged from 2.7% to 7.2%), vacated in part on
19 other grounds, 496 F.3d 962 (9th Cir. 2007).

20 **Delay in Payment.** One of the most basic economic factors driving contingent
21 fee litigation is the time value of money. In this case, Class Counsel has put forth
22 thousands of hours of effort over the course of five years, without receiving any
23 compensation whatsoever. The requested award for The Graves Firm seeks no premium
24 at all despite this long delay in payment. A 40% award will result in The Graves Firm
25 and Frontier Law receiving roughly 10% *less* than the value of their billed time, despite
26 waiting more than five years for payment. Graves Decl. ¶72; Starr Decl. Exh A. The
27 modest premium associated with the fee requested by the other Counsel is more than
28 justified by that same five-year delay in payment.

1 **Ongoing Work.** Approval of the settlement does not end the work of the Class
2 Counsel. In this case, Class Counsel will continue to interact with Class Members who
3 have questions about their payments, and continue to interact with the settlement
4 administrator and defense counsel to resolve those questions. Class Counsel will also
5 need to prepare and file the final accounting report with this Court. The fact that this
6 settlement requires Counsel to commit to this ongoing work supports an increased fee.

7 **Quality of Work.** The Plaintiffs in this case did not allow Defendant to win a
8 single contested motion. In a world where every motion has a moving party and
9 opponent, the normal batting average should be 500. The Plaintiffs in this case were
10 batting 1,000 for the entire game. They deserve a higher percentage.

11 **Extraordinary Opposition.** Defendant has been exceptionally vigorous in
12 defending this action. The company removed the matter to federal court and resisted
13 remand as well as the discovery that ultimately led the federal court to grant Plaintiffs'
14 motion to remand. Graves Decl. ¶11. Discovery was also hard fought, with Defendant
15 resisting production through five informal discovery conferences and two motions to
16 compel. Graves Decl. ¶16. The settlement process itself reflected the unusual level of
17 opposition, with settlement coming only after two all-day mediations and additional
18 follow-up by the mediator.

19 **D. Percentage Fees are Based on the Entire Common Fund Amount**

20 The percentage award is based on the gross settlement amount. There is no
21 reduction or adjustment for expenses, service payments, or any other payments that come
22 from the fund. “[A] lawyer who recovers a common fund for the benefit of persons other
23 than himself or his client is entitled to a reasonable attorney’s fee from the fund as a
24 whole.” *Staton v. Boeing Co.*, 327 F. 3d 938, 967 (9th Cir. 2003). “[T]he percentage of
25 the fund approach . . . is based on the total money available to Represented Members[.]”
26 *Lopez v. Youngblood*, 2011 U.S. Dist. LEXIS 99289, 33 (E.D. Cal. Sept. 1, 2011).

V. LODESTAR ANALYSIS SUPPORTS THE REQUESTED FEE

Courts have discretion to use the lodestar as a cross-check to confirm that the requested fees are appropriate. *Laffitte, supra*, 1 Cal. 5th at 506. When employing the lodestar method, courts follow a two-step process. First, the court takes the normal hourly rates and multiplies by the total hours that counsel and billable staff worked. *Serrano v. Priest*, 20 Cal. 3d 25, 49 (1977). Second, the court increases fees by a multiplier designed to provide compensation for the risks and costs inherent in contingent fee litigation. *Graham v. DaimlerChrysler Corp.*, 34 Cal. 4th 553, 579-580 (2004). In this case, the requested multiplier for the entire award is just 1.143¹. The following chart breaks down the requested fees and multiplier by firm:

All Firm Billing Summary				
Firm	Hours Billed	Value of Billing	Requested Fee	Multiplier
The Graves Firm	1,657.7	\$ 995,251.50	\$ 900,000.00	0.904
James Hawkins	532.8	\$ 443,805.00	\$ 774,000.00	1.744
Frontier Law	176.8	\$ 135,275.00	\$ 126,000.00	0.931
Total	2,367.3	\$ 1,574,331.50	\$ 1,800,000.00	1.143

The largest portion the requested fee will go to The Graves Firm. The chart below breaks down The Graves Firm's billing:

The Graves Firm Billing Summary					
Name	Code	Description	Rate	Hours Billed	Value of Billing
Allen Graves	AG	Attorney 23 Years	\$795	373.7	\$ 297,091.50
Jacqueline Treu	JT	Attorney 16 years	\$715	518.7	\$ 370,870.50
Jenny Yu	JY	Attorney 15 years	\$565	413.3	\$ 233,514.50
Christopher Peterson	CP	Attorney 15 years	\$685	41.8	\$ 28,633.00
Justine Grey	JG	Paralegal	\$210	230.8	\$ 48,468.00
Kevin Karr	KK	Paralegal	\$210	79.4	\$ 16,674.00
Total				1,657.70	\$ 995,251.50

Billing records for The Graves Firm and Frontier Law, setting forth tasks completed and time billed in 1/10th of an hour increments, are filed herewith at Exhibit 5 to the Graves Decl. and Exhibit A to the Starr Decl.

¹ The exact value of the requested multiplier is 1.14334242819889.

1 **A. Plaintiff's Counsel Has Devoted Substantial Time to the Instant Case**

2 A few of the areas that required work in this case are described below:

3 **1. Pre-Litigation Interviews and Investigation**

4 The instant case required substantial work before it was filed. In addition to
5 interviewing Plaintiffs and other employees regarding their claims, Plaintiffs' Counsel
6 also obtained and reviewed numerous documents and policies related to Defendants'
7 employment practices prior to filing the case. Graves Decl. ¶10.

8 **2. Ongoing Research of Developing Law**

9 This case required Counsel to maintain continual awareness of evolving legal
10 issues. Defendant asserted that a substantial number of the employees at issue were
11 subject to arbitration agreements. During the time this matter has been pending, the law
12 governing the interaction between PAGA claims and arbitration agreements has evolved
13 rapidly. The changes to the law have included the United States Supreme Court decision
14 in *Viking River Cruises, Inc. v. Moriana*, 213 L. Ed. 2d 179 (2022), in which the
15 Supreme Court granted review on December 15, 2021. Shortly after *Viking River* opened
16 the door for forced arbitration of PAGA claims, the California Supreme Court took up
17 the question of how those forced arbitrations would impact PAGA standing in *Adolph v.*
18 *Uber Techs.*, 14 Cal. 5th 1104 (2023). It was necessary for Counsel to maintain an
19 up-to-the-minute understanding of this evolving law.

20 **3. Discovery**

21 The instant case presented extreme challenges with regard to discovery. Before
22 they could obtain the discovery needed to settle this case, Plaintiffs were required to
23 litigate five informal discovery conferences and two motions to compel. Graves Decl.
24 ¶16, Exh 1.

25 **4. Motion Practice**

26 Plaintiffs succeeded in a contested motion to remand the case from federal court,
27 and in multiple motions to obtain the discovery needed to litigate, value, and ultimately
28 settle the case. Graves Decl. ¶¶11; 16-18. Plaintiffs also filed a Motion for Summary

1 Adjudication that was pending when the parties settled. Graves Decl. ¶18. Defendant did
2 not prevail on any contested motions.

3 **5. Settlement**

4 This case was the subject of two separate mediations before two different
5 mediators. Prior to each mediation, Plaintiff's Counsel completed an extensive and
6 detailed calculation of the value of the claims in the case, calculating a specific liability
7 amount associated with each individual in the data provided by Defendant. Graves Decl.
8 ¶20. As a result of his research and data analysis, counsel for Collins was able to build
9 detailed models that showed potential recovery for the Class under a variety of possible
10 litigation outcomes prior to each mediation. *Id.* ¶¶20-21. Counsel created a dynamic
11 calculation program, allowing him to create new analyses showing the impact of various
12 settlement proposals and legal theories on each Class Member's total recovery. *Id.*
13 These tools were critical to an excellent result at mediation.

14 At the first mediation, Plaintiff's Counsel provided the mediator with 31 pages of
15 single-spaced mediation briefing and 43 exhibits. *Id.* at ¶22. The supporting exhibits
16 addressed both the legal and factual issues that shaped the case and the detailed liability
17 analysis by Plaintiff's Counsel, including multiple charts and graphs giving the specific
18 results of Plaintiffs' analysis and relevant facts. *Id.*

19 At the second mediation, Plaintiff's Counsel provided the mediator with 37 pages
20 of single-spaced mediation briefing and 57 exhibits, including numerous charts and
21 graphs illustrating key points garnered from Plaintiffs' data analysis. Graves Decl. ¶27.

22 **B. Plaintiffs' Counsel Must Continue to Devote Significant Efforts Post-Approval**

23 Even after this Court grants final approval of the settlement, Plaintiffs' Counsel
24 will be required to devote significant time and resources to implementation and
25 management of the Settlement. Based on 23 years of experience with representative
26 action settlements, counsel for Plaintiff Collins expects approximately one to two percent
27 of individuals who have received communications or payments from a settlement will
28 contact his office with questions or issues. *Id.* ¶73. In this case, there are 19,854

1 members of the settlement class. If just one percent of the Class Members contact
2 Plaintiffs' Counsel – a likely percentage based on past experience – this will be more
3 than 190 calls. Of those calls, approximately 90% will be resolved by paralegals; but the
4 remaining 10% will require the investment of attorney time. *Id.*

5 Courts routinely recognize that such post-settlement efforts should be taken into
6 account in evaluating the reasonableness of a fee award. *See, e.g., Asghari v. Volkswagen*
7 *Grp. of Am., Inc.*, 2015 U.S. Dist. LEXIS 188824, 149-150 (C.D. Cal. May 29, 2015)
8 (supplementing lodestar amount with anticipated post-settlement work by Counsel's
9 office); *Hanlon v. Chrysler Corp.*, 150 F.3d 1011, 1029 (9th Cir. 1998) (fee award
10 properly included the value of "future services" to be provided by class counsel to
11 effectuate the settlement); *Mendoza v. Hyundai Motor Co.*, 2017 U.S. Dist. LEXIS 9129,
12 36 (N.D. Cal. Jan. 23, 2017) (in approving the request for attorney fees, noting that the
13 lodestar multiplier would "decrease" as class counsel met post-settlement obligations).

14 **C. Counsels' Hourly Rates Are Reasonable**

15 Counsels' hourly rates are a product of their experience. After graduating with
16 honors from the University of Michigan School of Law, Counsel for Collins practiced at
17 Paul, Hastings, Janofsky & Walker ("Paul Hastings") from 1999 until 2004, focusing
18 exclusively on employment litigation. Graves Decl. at ¶¶3-4. Since leaving Paul
19 Hastings, Counsel for Collins has served as lead counsel in numerous class and PAGA
20 actions. *Id.* at ¶6.

21 Courts have consistently approved the rates charged by Counsel's firm. In August
22 2018, Judge Amy D. Hogue, filling in for Judge Ann Jones of the Los Angeles Superior
23 Court Complex Division, approved the then-current rate of \$625 per hour as "reasonable
24 and appropriate in light of Counsel's skill and experience." Request for Judicial Notice
25 ("RJN") Exh. 8. In 2020, Judge Sunshine S. Sykes of the Riverside Superior Court
26 Complex Division approved Counsel's rates as "reasonable and appropriate in light of
27 Counsel's skill and experience." The court made the same finding with regard to the
28 current hourly rates for each of the associates and the current paralegal who billed time

1 to this case. *Id.* at Exh. 9. In 2021, Judge Elihu M. Berle of the Los Angeles Superior
2 Complex Division approved Collins Counsel’s then-current hourly rate as reasonable
3 and appropriate and made the same finding with regard to the then-current hourly rates
4 for each of the associates and the current paralegal who billed time to this case. *Id.* at
5 Exh. 10. In 2021, Judge Thomas Anderle of the Santa Barbara Superior approved the
6 then-current hourly rate of \$685 per hour as well as the then-current rates for associate
7 attorneys Jacqueline Treu (\$565/hour) and Jenny Yu (\$510/hour), as well as paralegal
8 staff at \$195/hour. Judge Anderle found that the rates were “reasonable and appropriate
9 in light of [counsel’s] skill and experience.” *Id.* at Exh. 11.

10 Since 2021, The Graves Firm’s rates have increased twice, with the most recent
11 increase being in January 2023. Both increases have been consistent with the rate of
12 inflation. The current rates at The Graves Firm are: Allen Graves (\$795/hr), Jacqueline
13 Treu (\$715/hr), Jenny Yu (\$565/hr), and paralegal time at \$210/hr. Graves Decl. ¶61.

14 The rates charged by The Graves Firm are also the same rates that are charged to
15 hourly fee-paying clients. During the time this action has been pending, approximately
16 20% of The Graves Firm’s practice has come from hourly fee-paying clients and more
17 than a dozen clients have paid the hourly rates described here. Graves Decl. ¶63.

18 As recently as February of this year, independent expert Richard Pearl reviewed
19 the background and qualifications of counsel for Collins as well as the background and
20 qualifications of counsel’s associate attorneys and billing staff in connection with
21 another matter. Pearl is nationally-recognized scholar in the field of attorney fees and
22 author of *California Attorney Fee Awards* (3d ed Cal. CEB 2010). Graves Decl. Exh. 4
23 (Pearl Decl.) at 2:15-3:20. Multiple courts have referred to Pearl’s work as “[t]he
24 leading California attorney fee treatise.” *Id.* Pearl concluded that hourly rates of
25 counsel for Collins, his associate attorneys, and billing staff are reasonable. Graves
26 Decl. Exh. 4 (Pearl Decl.) at 22:1-5. Mr. Pearl’s opinion is supported by more than 20
27 pages of research identifying hourly rates charged by other firms and attorneys of similar
28 background and experience and surveys of legal marketplace rates. *Id.* at ¶¶40-55.

D. The Requested Lodestar Multiplier Is Appropriate in this Case

The largest portion of the requested fee is for The Graves Firm. The Graves Firm multiplier in this request is actually *negative*. If granted, the requested fee will provide a multiplier of just .90, compensating just 90% of The Graves Firm billed hours. Plaintiff's counsel Frontier Law likewise presents a negative multiplier of .93. Looking at all three firms, the overall multiplier is 1.143. If broken down by firm, the highest multiplier belongs to the Hawkins Firm at just 1.744. Either value is modest. In *Craft v. County of San Bernardino*, 2008 U.S. Dist. LEXIS 27526 (C.D. Cal. 2008), the court endorsed a 5.2 multiplier: "there is ample authority for such awards resulting in multipliers in this range or higher." RJN Exh. 4. The *Craft* court is not alone. California Courts of Appeal also approved multipliers in excess of 4. *See also Wershba v. Apple*, 91 Cal. App. 4th 224, 255 (2001) ("Multipliers can range from 2 to 4 or even higher").

The cases upholding substantially larger multipliers are legion. The Ninth Circuit has recognized, with approval, that courts have awarded multipliers as high as 19.6. *See Vizcaino v. Microsoft Corp.*, 290 F.3d 1043, 1052-1053 (9th Cir. 2002) (collecting cases); *see* RJN Exh. 5: *In re Merry-Go-Round Enterprises, Inc.*, 244 B.R. 327 (Bankr. D. Md. 2000) (awarding a 40% fee from a common fund of \$185 million, representing a 19.6 lodestar multiplier); *see also* RJN Exh. 6: *Stop & Shop Supermarket Co. v. SmithKline Beecham Corp.*, 2005 U.S. Dist. LEXIS 9705 (E.D. Pa. May 20, 2005) (multiplier of 15.6 from \$100 million common fund); *see also* RJN Exh. 7: *In re Rite Aid Corp. Sec. Litig.*, 146 F. Supp. 2d 706 (E.D. Pa. 2001) (awarding fees with multiplier of 4.5-8.5 from \$193 million settlement). There are multiple reasons why this case qualifies for the same kind of multiplier as the cases listed above.

1. Plaintiffs' Counsel Achieved an Efficient Result

As noted by the Ninth Circuit, the "timely result" of early settlement is a positive outcome and is a "relevant circumstance" in determining a fee award. *Vizcaino*, 290 F.3d at 1050 n.5. Put simply, counsel must not be penalized for efficiency. Where a prompt settlement produces an excellent result, a substantial multiplier is justified.

1 **2. Class Counsel Has Shown Exceptional Skill**

2 In addition to legal acumen, Class Counsel Allen Graves has extensive experience
3 in the application of statistical analysis to employment law and has taught on this topic.
4 Graves Decl. ¶7. In this case, Class Counsel was required to deploy that expertise and
5 spent considerable time analyzing the voluminous data and data-related documents that
6 Plaintiffs obtained from Defendants. *Id.* ¶¶20-21; 25. In *Craft*, the court explained that
7 this sort of technical expertise adds value and is grounds for a substantial multiplier:

8 Aside from the complexity of the legal issues, there are other
9 complexities. Data analysis in a case such as this is complex, requiring a
10 high degree of sophistication and background in such analyses.
 Craft, 2008 U.S. Dist. LEXIS 27526 at 17-16.

11 The rule in *Craft* is directly applicable here. Class Counsel here used specialized
12 skills to systematically apply statistical methodology to valuation of legal claims.

13 **3. The Instant Case Involved Tremendous Risk**

14 The California Supreme Court emphasizes the importance of risk in fee awards:

15 A lawyer who both bears the risk of not being paid and provides
16 legal services is not receiving the fair market value of his work if he
17 is paid only for the second of these functions. If he is paid no more,
18 competent counsel will be reluctant to accept fee award cases.
 Graham, 34 Cal. 4th at 579-580.

19 The Defendant in this case amounted an exceptionally vigorous opposition to
20 plaintiff's claim and any such contest imposes risks. This case specifically addressed
21 issues in which the law was unclear or unsettled which imposed additional risks. For
22 example, Plaintiffs contended that a three-part folding mailer used to transmit employee
23 pay stubs violated the Labor Code §226(a) because it listed the employer's name and
24 address on the return address panel of the mailer, but not on the paystub panel of the
25 same document. Defendant argued that the return address panel was attached to the
26 paystub and so satisfy the requirements of Section 226(a). Given a lack of controlling
27 law dealing with this type of mailing document, the claim presented substantial
28 uncertainty.

1 **4. This Case Precluded Counsel from Accepting Other Cases**

2 Throughout this case, Collins Counsel’s practice has been extremely busy; so busy
3 that he regularly turns away would-be clients and refers them to other attorneys. Graves
4 Decl. ¶67. Counsel has turned away individual cases for which compensation would
5 have been 40% to 45% of the total recovery. *Id.* The time and risk devoted to this case
6 could have been invested elsewhere, but Counsel instead devoted his limited available
7 time to obtaining a substantial recovery for the Class. This should be rewarded.

8 **VI. THE REQUESTED SERVICE PAYMENTS ARE APPROPRIATE**

9 Service payment awards are specifically authorized for class and PAGA
10 representatives. *Golba v. Dick’s Sporting Goods, Inc.*, 238 Cal. App. 4th 1251, 1272
11 (Cal. App. 4th Dist. 2015). In this case, the Class Representatives have obtained \$4.5
12 million for their fellow employees. This result would not have been possible without the
13 work of the Plaintiffs. There are three Plaintiffs seeking service payments, calibrated to
14 the time and effort contributed by each Plaintiff. Plaintiffs request \$15,000 for Class
15 Representatives Ethan Collins and Maurice Frank, and \$10,000 for Plaintiff Robert
16 Gonzalez. The higher service payment for both Collins and Frank are justified by the
17 fact that these individuals were the first to file suit and have participated in litigation
18 from the beginning. Graves Decl. ¶84.

19 **A. Plaintiffs Meet the Requirements for a Service Payment**

20 In determining the amount of a service payment, the Court may consider factors
21 that include: (1) the risk, both financial and otherwise, the representative faced in bringing
22 suit; (2) the notoriety and personal difficulties encountered by the representative; (3) the
23 amount of time and effort spent by the representative; (4) the duration of the litigation;
24 and (5) the personal benefit received by the class representative as a result of the litigation.
25 *Golba*, 238 Cal. App. 4th at 1272. Courts also take into account the actions a plaintiff has
26 taken to protect the interests of the class, and the degree to which the class has benefited
27 from those actions. *Clark v. American Residential Services LLC*, 175 Cal. App. 4th 785,
28 804. Here, these factors weigh heavily in favor of the requested service payments.

1 **1. Each Plaintiff Took on the Risk of Retaliation**

2 Litigation is inherently public; each of the Plaintiffs in this case knew that they
3 risked being blackballed by future employers. Collins Decl. ¶4; Frank Decl. ¶15;
4 Gonzalez Decl. ¶10.² The mere threat of retaliation is basis for an incentive award. In
5 *Cook v. Niedert*, 142 F. 3d 1004, 1016 (7th Cir. 1998) (cited with approval in *Clark v.*
6 *American Residential Services*, 175 Cal. App. 4th 785, 805 (2009)), the court upheld an
7 award of \$25,000 where the plaintiff provided significant assistance to counsel and
8 “reasonably feared workplace retaliation.” *See also Asare v. Change Group N.Y., Inc.*,
9 2013 U.S. Dist. LEXIS 165935, 40 (S.D.N.Y. Nov. 25, 2013) (“class representatives are
10 vulnerable to retaliation . . . Even when there is no record of retaliation, class
11 representatives merit recognition for assuming such risk”).

12 **2. Each Plaintiff Expended Significant Effort and Time**

13 Participation in the litigation is sound justification for a substantial service
14 payment. *See, e.g., Cellphone Termination Fee Cases*, 186 Cal. App. 4th 1380, 1395
15 (2010). Each Plaintiff was actively involved in the proceedings throughout their
16 involvement in the case. Collins Decl. ¶4; Frank Decl. ¶15; Gonzalez Decl. ¶10. Work
17 performed by Plaintiffs included searching for documents, participating in multiple
18 meetings and phone calls with attorneys, and attending mediations. *Id.*

19 **3. Plaintiffs Are Acting as Private Attorneys General**

20 Service payments “recognize the willingness of PAGA Representatives to act as a
21 private attorney general.” *Golba*, 238 Cal. App. 4th at 1272. This settlement provides
22 for payment to the Labor and Workforce Development Agency (“LWDA”). Graves
23 Decl. Exh. 2 at ¶1.21. Plaintiffs have provided the LWDA with a copy of the Settlement
24 Agreement and the instant pleadings. Graves Decl. ¶82; Exh. 9.

25
26
27 _____
28 ² The Plaintiffs’ declarations filed herewith are the same declarations filed in support of
 Preliminary Approval.

1 **4. The Representatives Receive Little Personal Benefit from the Settlement**

2 The individual Plaintiffs will receive relatively small individual payment amounts.
3 Plaintiff Collins, for example, will receive just \$16.82 as his individual settlement
4 amount. Admin. Decl. ¶21. Although multiple Class Members will receive more than
5 \$854 from the settlement, none of the Plaintiffs will receive even \$160. *Id.* It would be
6 unfair to allow people who took risk and put forth effort to recover so much for others to
7 go uncompensated.

8 **5. The Representatives Achieved an Excellent Result for the Class**

9 The Class Representatives have recovered over \$4.5 million for the Class in just a
10 few years. By contrast, the total for all requested service payments is just \$40,000. This
11 represents less than 1% of the amount recovered. The exceptional result achieved for the
12 Class, through the willingness of the Class Representatives to take on the risk of suit,
13 supports the requested service payment awards.

14 **VII. THE REQUESTED COST REIMBURSEMENT IS APPROPRIATE**

15 Plaintiffs' Counsel are requesting reimbursement from the common fund for the
16 out-of-pocket expenses that they incurred during this litigation. Reimbursement from the
17 common fund is appropriate for the same reason that attorney fees should be paid out of
18 the fund: all beneficiaries should bear their fair share of the costs of litigation, and these
19 are the normal costs of litigation that counsel traditionally bill their paying clients. *See*
20 *Serrano, supra*, 20 Cal. 3d at 35 (common fund doctrine permits plaintiffs' counsel to
21 recover attorney fees and costs from the fund as a whole); *Rider v. County of San Diego*,
22 11 Cal. App. 4th 1410, 1423 (1992) fn. 6 (costs are recoverable from the common fund
23 "[o]f necessity, and for precisely the same reasons discussed above with respect to the
24 recovery of attorney fees by. . .[Plaintiffs'] attorneys"); *Melendres v. Los Angeles*,
25 45 Cal. App. 3d 267, 272 (Cal. App. 2d Dist. 1975) (common fund may be charged with
26 all "expenses of its recovery.").

27 Each Plaintiff's Counsel has attached to his declaration an itemized report of
28 expenses for which reimbursement is sought. The total cost reimbursement sought by all

1 counsel is \$64,367.39. This is substantially less than the maximum possible expense
2 request of \$80,000 described to Class Members in the notice materials. Admin. Decl.
3 Exh. 1. The administration costs of \$63,900 are likewise below the \$70,000 maximum
4 originally estimated. By managing expenses below the estimates, Class Counsel have
5 increased the amount of funds available for payment to Class Members such that
6 \$2,231,732.61 will be available for distribution. *See concurrently-filed* MPA in Support
7 of Final Approval at 11:1-5. This is \$21,732.61 more than the \$2,210,000 originally
8 estimated in the preliminary approval pleadings. *See* May 9, 2023 MPA in Support of
9 Preliminary Approval at p. 15.

10 **VIII. THERE HAVE BEEN NO OBJECTIONS**

11 The notice materials provided to Class Members contained a detailed description
12 of the service payments, costs reimbursement, and attorney fees that would be sought in
13 these proceedings. All of the amounts for which the parties now seek final approval are
14 at or below the values described in the notice. Having been fully informed of the \$4.5
15 million recovery of the settlement in the amounts being requested, not one single Class
16 Member has objected. Admin. Decl. ¶17.

17 Courts routinely approve settlements despite multiple objectors. *See, e.g., Craft v.*
18 *County of San Bernardino*, 2008 U.S. Dist. LEXIS 27526 (C.D. Cal. Apr. 1, 2008). The
19 fact that the instant case, with a class of more than 19,000 individuals has resulted in not
20 even a single objection is testament to the quality of the outcome and the reasonableness
21 of the request for service payments, costs, and fees.

22 **IX. CONCLUSION**

23 If there was ever a case that warranted a 40% fee, this must be it. Five years of
24 vigorous litigation has created \$4.5 million in value for Class Members. The firm that
25 performed the majority of work in this matter is accepting a negative multiplier, with the
26 total proposed fee award presenting *less* than the total hours worked to obtain this result.
27 The three Plaintiffs, without whom the action would not be possible at all, collectively
28 seek only \$40,000, less than 1% of the money they have obtained for others.

1 Notice has been sent to the class, including a detailed description of the service
2 payments, reimbursement, and fees requested here as well as an estimate of the amount
3 to be received by each individual. There has not been one single objection. Careful
4 management of fees and expenses means that each Class Member will actually receive
5 more than he or she is expecting based on the notice.

6 With an excellent result obtained by five years of work, and not one single
7 objection, the requested payments are appropriate and should be approved.

8
9 DATED: September 27, 2023

THE GRAVES FIRM

10
11 By: 

12 ALLEN GRAVES

13 Attorney for Plaintiff Ethan Collins

14 DATED: September 27, 2023

JAMES HAWKINS, APLC

15
16 By: /s/ Gregory Mauro

17 GREGORY MAURO

18 Attorney for Plaintiff

19 Maurice Frank

20 DATED: September 27, 2023

FRONTIER LAW CENTER

21
22 By: Adam Rose

23 ADAM ROSE

24 Attorney for Plaintiff

25 Robert Anthony Gonzalez
26
27
28

PROOF OF SERVICE

STATE OF CALIFORNIA)
) ss:
COUNTY OF LOS ANGELES)

I am employed in the County of Los Angeles, State of California. I am over the age of 18, and not a party to the within action. My business address is 122 N. Baldwin Ave., Main Floor, Sierra Madre, CA 91024.

On September 27, 2023, I served the following document(s) described as:

**MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT OF MOTION
FOR FINAL APPROVAL OF CLASS REPRESENTATIVE SERVICE
PAYMENTS, ATTORNEY FEES, AND COSTS**

on the interested parties by transmitting a true and correct copy thereof addressed as follows:

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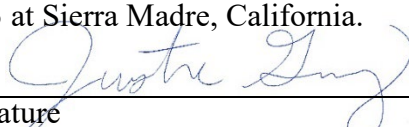
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☒ **VIA EMAIL:** I personally sent such document(s) via email to the known email address of the person(s) on whom it is to be served.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct and was executed on September 27, 2023 at Sierra Madre, California.

Justine Gray

Type or Print Name



Signature