

1 Alan Harris (SBN 146079)
2 David Garrett (SBN 160274)
3 HARRIS & RUBLE
4 655 North Central Avenue, 17th Floor
5 Glendale, CA 91203
6 Telephone: (323) 962-3777
7 Facsimile: (323) 962-3004
8 aharris@harrisandruble.com

9 David Harris (SBN 215224)
10 NORTH BAY LAW GROUP
11 116 E. Blithedale Ave., Ste. 2
12 Mill Valley, CA 94941
13 Telephone: (415) 388-8788
14 Facsimile: (415) 388-8770
15 dsh@northbaylawgroup.com

16 Attorneys for Plaintiff
17 TANIKA TURLEY

18
19 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
20 **COUNTY OF SAN FRANCISCO**

21 TANIKA TURLEY, individually and on
22 behalf of all others similarly situated,

23 Plaintiff,

24 v.

25 CHIPOTLE SERVICES, LLC; a
26 Colorado business entity and DOE 1
27 through and including DOE 100,

28 Defendants.

Case No. CGC-15-544936

Assigned to the Hon. Anne-Christine Massullo,
Dept. 304

**[PROPOSED] ORDER GRANTING
MOTION FOR AN AWARD OF
ATTORNEY FEES, COST
REIMBURSEMENT AND
ENHANCEMENT AWARDS**

Date: February 19, 2021

Time: 9:15 a.m.

Place: Dept. 304

Civic Center Courthouse

400 McAllister Street

San Francisco, CA 94102

1 **BACKGROUND**

2 This action was commenced as a putative class action on March 25, 2015. Plaintiff Tanika
3 Turley (“Plaintiff”) sued Defendant Chipotle Services, LLC (“Chipotle”) for wage and hour violations.
4 On October 2, 2020, this Court preliminarily approved the class settlement with Defendant.
5 Subsequently, on February 19, 2021, the Court found good cause to grant the motion for final approval,
6 and found the settlement was fair, adequate, and reasonable.

7 **STANDARDS ON ASSESSING FEE AWARDS**

8 Counsel for Plaintiff seeks an award of \$583,275 in attorneys’ fees (and reimbursement of costs
9 not to exceed \$25,000) under the common-fund theory. Under this theory, “when a number of persons
10 are entitled to a specific fund, and an action brought by a plaintiff or plaintiffs for the benefit of all
11 results in the creation or preservation of that fund, such plaintiff or plaintiffs may be awarded attorney’s
12 fees out of the fund.” Serrano v. Priest, 20 Cal. 3d 25, 34 (1977).

13 Importantly, “the court has a duty to review and approve attorney fees . . . Even where the parties
14 agree as the amount of attorney fees in such a settlement agreement, courts properly review and modify
15 the agreed upon fees if the amount is not reasonable.” Garabedian v. Los Angeles Cellular Telephone
16 Co., 118 Cal. App. 4th 123, 127 (2004). Further, “[i]n a class action, whether the attorneys’ fees come
17 from a common fund or are otherwise paid, the . . . court must exercise its inherent authority to assure
18 that the amount and mode of payment of attorneys’ fees are fair and proper. This duty of the court exists
19 independently of any objection.” Id. at 127–28.

20 “The applicable substantive law is that an award of attorney fees in class action litigation must be
21 tied to counsel’s actual efforts to benefit the class. This does not mean that class counsel need follow,
22 line-by-line, the lodestar formula in arriving at an agreement as to fee distribution. Obviously, the needs
23 of large class litigation may at times require class counsel, in assessing the relative value of an
24 individual attorney’s contribution, to turn factors more subjective than a mere hourly fee analysis. It
25 does mean that the distribution of fees must bear *some relationship to the services rendered.*” Rebney v.
26 Wells Fargo Bank, N.A., 220 Cal. App. 3d 1117, 1142–43 (1990) (emphasis in original) (citations
27 omitted).

28 Further, “[i]t is well established that the determination of what constitutes reasonable attorney

1 fees is committed to the discretion of the trial court. The value of legal services performed in a case is a
2 matter in which the trial court has its own expertise. The trial court may make its own determination of
3 the value of the services contrary to, or without the necessity for, expert testimony. The trial court
4 makes its determination after consideration of a number of factors, including the nature of the litigation,
5 its difficulty, the amount involved, the skill required in its handling, the skill employed, the attention
6 given, the success or failure, and other circumstances in the case. Although the terms of the contract
7 may be considered, they ‘do not compel any particular award.’” PLCM Group, Inc. v. Drexler, 22 Cal.
8 4th 1084, 1096 (2000) (citations omitted).

9 Under the terms of the Settlement Agreement, Class Counsel have applied for an Enhancement
10 Award for Plaintiff of \$2,500 for the efforts in bringing and prosecuting this case. According to the
11 Ninth Circuit, “[i]ncentive awards are fairly typical in class action cases” and “are intended to
12 compensate class representatives for work done on behalf of [a] class, to make up for financial or
13 reputational risk undertaken in bringing the action, and, sometimes, to recognize their willingness to act
14 as a private attorney general.” Rodriguez v. West Publ’g Corp., 563 F.3d 948, 958–59 (9th Cir. 2009)
15 (emphasis removed), vacated on other grounds, 688 F.3d 645, 660 (9th Cir. 2012).

16 **ORDER AWARDING FEES AND COSTS**

17 Applying these standards to the instant motion, the Court has reviewed all documentation
18 submitted in conjunction with the fee request and determines to award a fee award in the amount of
19 \$_____ to Harris & Ruble. The Court further determines that Harris & Ruble should be and
20 is awarded reimbursement of its costs in the amount of \$_____. The Court finds that the
21 forgoing award reflects reasonable payment for the efforts of counsel in prosecuting this class action,
22 and that the costs and expenses reimbursed represent those costs and expenses actually and reasonably
23 incurred in prosecuting the litigation. Upon entry of this Order, the Court hereby authorizes the Claims
24 Administrator to make payment to Harris & Ruble as set forth in the Settlement and Final Order
25 Approving Class Action Settlement.

26 Further, the court has reviewed all documentation submitted in conjunction with the request for
27 Enhancement Award for Plaintiff for his efforts in bringing and prosecuting this case, to make up for
28 financial risk undertaken in bringing the action, recognizing the scope of their release and the

1 confidentiality requirements of the settlement, and to acknowledge their willingness to act as a private
2 attorneys general. Applying these standards to the instant motion, the Court determines, on balance, an
3 Enhancement Award in the amount of \$ _____ to Plaintiff is fair and reasonable.

4 **IT IS SO ORDERED.**

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6 DATED: _____

7 JUDGE, CALIFORNIA SUPERIOR COURT

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2 **PROOF OF SERVICE**

3 I am an attorney for Plaintiff(s) herein, over the age of eighteen years, and not a party to the within
4 action. My business address is 655 N. Central Ave., 17th Floor, Glendale, CA 91203. On November 28,
2020, I served the within document(s):

5 **[PROPOSED] ORDER GRANTING MOTION FOR AN AWARD OF ATTORNEY FEES, COST
6 REIMBURSEMENT AND ENHANCEMENT AWARDS**

7 Hand Delivery: I caused such envelope to be delivered by hand in person to:

8 N/A

9 Email: I caused such document to be delivered by File & Serve to:

10 angela.agrusa@us.dlapiper.com
11 levi.heath@us.dlapiper.com
12 Steve.hernandez@dlapiper.com

13 I am readily familiar with the Firm's practice of collection and processing correspondence for mailing.
14 Under that practice it would be deposited with the U.S. Postal Service on that same day with postage
15 thereon fully prepaid in the ordinary course of business, addressed as follows:

16 Angela C. Agrusa
17 Levi W. Heath
18 Steve L. Hernández
19 DLA PIPER LLP (US)
20 2000 Avenue of the Stars
21 Suite 400 North Tower
22 Los Angeles, California 90067-4704

23 MESSNER REEVES LLP
24 Charles C. Cavanagh
25 1430 Wynkoop Street, Suite 300
26 Denver, Colorado 80202

27 I declare under penalty of perjury that the above is true and correct. Executed on November 28, 2020,
28 at Los Angeles, California.

29 
30 _____
31 David Garrett