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11 *And Matthew Warren, on Behalf of*  
12 *Themselves and Those Similarly Situated*

13 **UNITED STATES DISTRICT COURT**  
14 **NORTHERN DISTRICT OF CALIFORNIA**

15 FREDERICK SCHULZ, BRANDON  
16 WARREN AND MATTHEW WARREN  
17 on behalf of himself and all those similarly  
18 situated,

19 Plaintiffs,

20 v.

21 DHL EXPRESS (USA), INC., Defendant.

22 Defendant.

Case No. 3:20-cv-04490-RS

**NOTICE OF MOTION AND MOTION  
FOR AWARD OF ATTORNEYS' FEES  
AND ENHANCEMENT PAYMENTS;  
MEMORANDUM OF POINTS AND  
AUTHORITIES IN SUPPORT THEREOF**

Hearing Date: June 30, 2022  
Hearing Time: 1:30 p.m.  
Courtroom: 3, SF Courthouse, 17th Flr.  
Judge: Hon. Richard Seeborg

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**NOTICE OF MOTION AND MOTION**

PLEASE TAKE NOTICE that on June 30, 2022, at 1:30 p.m. before the Honorable Richard Seeborg, United States District Court - San Francisco Courthouse, Courtroom 3, via Zoom at <https://cand-uscourts.zoomgov.com/j/1606595725?pwd=OExjRVA5N01TQjRSRDZNM25PSThjUT09> Webinar ID: 160 659 5725, Password: 466459, Plaintiffs FREDERICK SCHULZ, BRANDON WARREN and MATTHEW WARREN will and hereby do move for an order granting Plaintiffs’ Motion for Award of Attorneys’ Fees and Enhancement Payments.

Plaintiffs’ motion is based on this Notice, the accompanying Memorandum of Points and Authorities, Declaration of Rebecca Coll and all the exhibits thereto, Declaration of James A. Quadra, and the Proposed Order Granting Motion for Award of Attorneys’ Fees and Enhancement Payments.

Dated: April 6, 2022

Respectfully submitted,  
QUADRA & COLL, LLP

By:           /s/ Rebecca Coll            
Rebecca Coll

1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **INTRODUCTION**

3 This is a meal and rest break class action brought on behalf of current and former  
4 employees designated as “Casual Employees” at Defendant DHL Express (USA), Inc.  
5 (“DHL” or “Defendant”). Plaintiffs Frederick Schulz, Brandon Warren, and Matthew Warren  
6 brought this class action, on behalf of themselves and the settlement class members, based on  
7 alleged violations of the California Labor Code.

8 Pursuant to *Williams v. MGM-Pathe Communications Co.*, 129 F.3d 1026 (9th Cir.  
9 1997), Plaintiff requests that, as agreed to by the parties in the settlement agreement, the  
10 Court use the percentage-of-recovery method to award 25% of the gross settlement amount  
11 to Class Counsel in attorneys’ fees and costs.<sup>1</sup> *MGM-Pathe*, 129 F.3d at 1027; *see also In re*  
12 *Bluetooth Headset Products Liability Litigation*, 654 F.3d 935, 942 (9<sup>th</sup> Cir. 2011.) Twenty-  
13 five percent of the gross settlement amount of \$1,200,000 is \$300,000.

14 This award is appropriate under the lodestar-multiplier method as well. Class counsel  
15 spent 321 hours litigating this matter since its inception. The requested attorneys’ fee award  
16 would represent no multiplier on the lodestar, even though a multiplier would be appropriate.

17 Plaintiffs also request that the Court approve enhancement awards to the Class  
18 Representatives. Defendant has agreed to enhancement awards approved by the Court to the  
19 three class representatives, in an amount totaling \$10,000. Plaintiffs request that the Court  
20 award \$5,000 to Frederick Schulz, \$2,500 to Brandon Warren, and \$2,500 to Matthew  
21 Warren, in addition to their shares of the Net Settlement Amounts. The enhancement awards  
22 are reasonable in light of the work Plaintiffs put into this case, and the result obtained. In  
23 addition, the proposed settlement includes a release for class representatives that is much  
24 broader than the release for the Class, and releases all claims against Defendant.

25  
26  
27  
28 <sup>1</sup> Notably, the 25% amount sought is inclusive of Plaintiff’s out of pocket costs, which total \$15,258.55, so the actual amount sought in fees alone is less than 25%.

1 **FACTS**

2 On April 10, 2020, Plaintiff Schulz filed this case on behalf of himself and other  
3 similarly situated “Casual Employees” who worked as couriers of DHL in the State of  
4 California from April 10, 2016 through the present. (See Dkt. 1-main, p. 15 of 39  
5 [Complaint], ¶3.) Defendant removed the action to federal court, based on the Class Action  
6 Fairness Act. (See Notice of Removal filed July 7, 2020, Dkt. No. 1.)

7 On October 8, 2020, the parties filed a Joint Case Management Conference statement.  
8 (Dkt. No. 17.)

9 On October 9, 2020, Plaintiff Schulz served his initial disclosures. (Coll Decl. ¶4.)

10 On November 19, 2020, Plaintiff Schulz filed a Motion to file an Amended  
11 Complaint to add two named plaintiffs, Brandon Warren and Matthew Warren. (Dkt. No.  
12 21.)

13 On December 8, 2020, the parties filed a stipulation and proposed order for Plaintiff  
14 to file the Amended Complaint, which was granted the same day. (Dkt. Nos. 23-25.)  
15 Plaintiffs filed the First Amended Complaint. (Dkt. No. 26.)

16 On January 26, 2021, the parties filed a stipulation and proposed order to stay this  
17 litigation to engage in informal discovery and mediation. (Dkt. No. 29.)

18 On January 27, 2021, the Court granted the parties’ request and set a Case  
19 Management Conference for August 19, 2021. (Dkt. No. 30.)

20 Thereafter, Plaintiffs requested extensive discovery from Defendant, which  
21 Defendant provided voluntarily, including obtaining wage records and information that  
22 would demonstrate the facts necessary to show that class members had not received required  
23 breaks, as well as information relevant to calculating penalties allegedly owed to the class  
24 members. (Coll Decl. ¶9.) Defendant produced documents reflecting the class members’  
25 hours worked, payroll records, and break records. (*Id.*) Counsel for Plaintiffs analyzed the  
26 data thoroughly and retained an expert to provide consultation regarding the calculation of  
27 wages and penalties owed. (*Id.*) After analyzing the initial data provided by Defendant,  
28 Plaintiffs followed up with additional demands for further information, which Defendant

1 provided after meet and confer efforts. (*Id.*) In addition, Defendant provided spreadsheets  
 2 reflecting the dates of separation of all former employees. (*Id.*) Plaintiffs did not proceed to  
 3 mediation until all relevant information had been produced. (*Id.*)

4 On August 3, 2021, the parties engaged in an all-day mediation with mediator Tripper  
 5 Ortman. (Coll Decl. ¶12.) After a lengthy session that lasted into the evening, the parties  
 6 were able to reach a settlement subject to the Court's approval. Over the course of the next  
 7 several months, the parties engaged in back-and-forth negotiations regarding the terms of the  
 8 settlement, until an agreement was finally signed in December 2021. (*Id.*, Exh. 1.)

9 The settlement agreement provides for payment in the amount of \$1,200,000 to a  
 10 class of approximately 761 individuals, an average recovery of \$1,576.87 per class member,  
 11 prior to reduction for attorneys' fees and enhancement payments ( $\$1,200,000 / 761 =$   
 12  $\$1,576.87$ ), or approximately \$1,169.51 per class member, after such reductions if the Court  
 13 approves the requested attorneys' fees and costs and enhancement payments discussed below  
 14 ( $\$890,000 / 761 = \$1,169.51$ ). (Coll Decl. ¶10.) Defendant will also pay for class notice and  
 15 claims administration procedures separate and apart from the recovery of the Class. (Exh. 1,  
 16 ¶1.13; ¶7.) No class member will be required to make a claim, but instead will receive checks  
 17 in the mail without being required to take any action, after receiving proper Class Notice via  
 18 mail and an opportunity to opt out. (Exh. 1, ¶10.3, ¶8.7.)

19 On February 3, 2022, the Court granted preliminary approval of the proposed  
 20 settlement, and set a date for a hearing on final approval of the settlement and consideration  
 21 of this motion for attorneys' fees and enhancement payment for June 30, 2022. (See Dkt. No.  
 22 43.)

## 23 ARGUMENT

### 24 I. THE COURT SHOULD GRANT THIS REQUEST FOR AN AWARD OF 25 ATTORNEYS' FEES AND COSTS

26 This Class Action asserted claims under the California Labor Code, and California  
 27 law therefore governs the award of attorneys' fees. *Vizcaino v. Microsoft Corp.*, 290 F.3d  
 28 1043, 1047 (9th Cir. 2002). Under both state and federal law, where a common fund is

1 established to settle a class action, the lawyer who recovers the fund is entitled to a  
 2 reasonable attorney's fee from the fund. *Boeing Co. v. Van Genert*, 444 U.S. 472, 478  
 3 (1980); *Serrano v. Priest*, 20 Cal.3d 25, 38 (1977).

4 In calculating the amount of an award of attorneys' fees to class counsel, the Court  
 5 has the discretion to choose either the percentage-of-recovery or lodestar method. *In re*  
 6 *Bluetooth Headset Prods. Liability Litig.*, 654 F.3d 935, 942 (9th Cir. 2011); *Hanlon v.*  
 7 *Chrysler Group*, 150 F.3d 1011, 1029 (9th Cir. 1998); *Wershba v. Apple Computer, Inc.*, 91  
 8 Cal.App.4th 224, 253 (2001). "Despite this discretion, use of the percentage method in  
 9 common fund cases appears to be dominant." *In re Omnivision Technologies, Inc.*, 559  
 10 F.Supp.2d 1036, 1046 (N.D.Cal. 2008) (citing *Vizcaino*, 290 F.3d at 1047; *Six (6) Mexican*  
 11 *Workers v. Arizona Citrus Growers*, 904 F.2d 1301, 1311 (9th Cir. 1990); *see also In re*  
 12 *Activision Sec. Litig.*, 723 F.Supp. 1373, 1374-77 (N.D.Cal. 1989) (concluding that using the  
 13 lodestar method in common fund cases "does not achieve the stated purposes of  
 14 proportionality, predictability and protection of the class.") Courts in the Ninth Circuit  
 15 "usually apply the percentage method to determine attorneys' fees but then use the lodestar  
 16 method to cross-check the reasonableness of the percentage to be awarded." *Chu v. Wells*  
 17 *Fargo Inv., LLC*, C-05-4526-MHP, 2011 WL 672645 (N.D.Cal. Feb. 16, 2011)(J. Patel).

18 In this case, both the percentage-of-recovery method and the lodestar-multiplier  
 19 methods support Plaintiffs' request for attorneys' fees and costs in the amount of 25% of the  
 20 gross common fund of \$1,200,000, or \$300,000 (inclusive of costs, which results in a  
 21 percentage of even less than 25% in fees).

22 **A. The Court Should Award 25% of the Common Fund to Class Counsel as**  
 23 **Attorneys' Fees and Costs.**

24 The Ninth Circuit uses a 25% "benchmark" to calculate awards in common fund  
 25 cases. *Six Mexican Workers, supra*, 904 F.2d at 1311-12. It is this percentage of recovery  
 26 which Class Counsel seeks in this case (in fact less, because Class Counsel's costs are  
 27 included in the 25% sought). However, awards of 30% of the common fund are routinely  
 28 made in the Ninth Circuit and the Northern District. *See, e.g., In re Pacific Enterprises Sec.*



1 *Litig.*, 47 F.3d 373, 379 (9th Cir. 1995)(affirming fee award equal to 33% of fund);  
2 *Vedachalam v. Tata Consultancy Services, Ltd*, 2013 WL 3941319 at \*2 (N.D.Cal. 2013)(J.  
3 Wilken) (noting that “many cases in this circuit [] have granted fee awards of 30% or more).  
4 “[I]n class action common fund cases the better practice is to set a percentage fee and ...  
5 absent extraordinary circumstances that suggest reasons to lower or increase the percentage,  
6 the rate should be set at 30%.” *In re Activision*, 723 F.Supp. at 1378. Where a percentage  
7 award is used, it must be based on the total amount of the fund made available to the Class.  
8 *Boeing Co. v. Van Gemert*, 444 U.S. 472, 477-78 (1980)(affirming award of attorneys’ fees  
9 based on full common fund rather than claims made); *Williams v. MGM-Pathe*  
10 *Communications Co.*, *supra*, 129 F.3d at 1027 (finding it is an abuse of discretion to make a  
11 percentage-of-recovery award based on claims made rather than the full fund).

12 It is well settled that, in setting the percentage of recovery, the Court should set a  
13 reasonable percentage, considering (1) the results achieved, (2) the risk of litigation, (3) the  
14 skill required and the quality of work, (4) the contingent nature of the fee and the financial  
15 burden carried by plaintiffs, and (5) awards made in similar cases. *Vizcaino*, 290 F.3d at  
16 1048-50. In this case, each of these factors warrants an award of 25% of the gross common  
17 fund in fees and costs.

18 First, Class Counsel obtained an excellent result for the Class. The total settlement  
19 fund payout under the proposed settlement is \$1,200,000.00. The size of the class is 761,  
20 representing a potential average claim of \$1,576.87 per class member, prior to reduction for  
21 attorneys’ fees and enhancement payments, or approximately \$1,169.51 per class member,  
22 after such reductions if the Court approves the requested attorneys’ fees and costs and  
23 enhancement payments discussed below. The class notice and settlement administrator costs  
24 are to be borne separately by Defendant in addition to the gross fund value.

25 Second, this case carried risk. Labor Code section 512(e) states that the penalties for  
26 missed meal breaks do not apply to employees covered by a collective bargaining agreement,  
27 where the collective bargaining agreement provides for meal periods and provides for  
28 binding arbitration. Defendant asserts that each member of the putative class is subject to a

1 collective bargaining agreement. (*See* CMC Statement, docket no. 17, p. 5:10-11.) In  
2 addition, there is an argument that preemption afforded under the National Labor Relations  
3 Act and/or Labor Management Relations Act applies to this case. (*See id.*, p. 5:12-13.)  
4 Finally, Defendant has contested Plaintiffs' claims that there was a statewide policy of  
5 forcing casual workers to skip meal and rest breaks, that Plaintiffs never filed grievances, and  
6 that three Plaintiffs cannot establish a statewide policy that is neither written nor adequately  
7 documented. Defendant asserts that couriers had ample opportunity to take breaks and did  
8 indeed take breaks, making proof of a classwide practice difficult to establish. While Class  
9 Counsel disputes these arguments and believe they can prevail at trial, Class Counsel  
10 recognized that the risks were significant, but proceeded on behalf of the Class anyway. The  
11 settlement is appropriate in light of the foregoing risks, especially when considering that even  
12 if the Class prevails at trial, there is a significant risk that litigating the case through trial and  
13 appeal would cause years of delays in payments to the Class.

14 Third, the skill required to litigate this case and the quality of Class Counsel's work  
15 weigh in favor of awarding fees and costs in the amount of 25% of the gross settlement fund.  
16 Litigating class actions requires unique skills and knowledge. Here, Class Counsel have  
17 proven their expertise in prosecuting this class action. Class Counsel faced an aggressive  
18 defense from seasoned defense counsel and were able to reach this settlement despite the  
19 risks described above. Settlement discussions were lengthy and complex, and the settlement  
20 itself had to be revised more than once to satisfy Class Counsel that the class members were  
21 all being treated fairly and were properly included in the Class. (Coll Decl. ¶12.) The result  
22 achieved would have been unlikely if entrusted to counsel of lesser experience or capability.

23 Fourth, the contingent nature of the fee and the financial burden carried by Class  
24 Counsel supports the requested award of attorneys' fees. The contingent fee allows  
25 competent counsel to accept cases and provide adequate representation in class actions and is  
26 a basis for providing a larger fee than if the matter were billed on a non-contingent, hourly-  
27 fee basis. *OmniVision*, 559 F. Supp. 2d. at 1047. "It is an established practice in the private  
28 legal market to reward attorneys for taking the risk of nonpayment by paying them a

1 premium over their normal hourly rates for winning contingency cases.” *Vizcaino, supra* at  
2 1051 (internal citations and quotations omitted).

3 Here, from the outset of the case to the present, prosecution of this action has  
4 involved financial risk for Class counsel. Class Counsel have not received any payment for  
5 their work in investigating and prosecuting this case and negotiating a detailed settlement of  
6 this matter on behalf of the Settlement Class, nor have counsel been reimbursed for their out-  
7 of-pocket expenses, notwithstanding the risk of non-return. There has been no guarantee that  
8 Plaintiff would succeed in substantive motion practice, at trial, or on appeal. Defendant at no  
9 time has conceded liability, the propriety of class certification, the availability of penalties, or  
10 the proper measure thereof. In short, since the beginning of this litigation, recovery by  
11 Plaintiff was far from assured. Despite such challenges, Class Counsel succeeded in reaching  
12 a settlement in which Defendant would provide, immediate, substantive relief for the Class.

13 Finally, the requested fee is below awards in similar cases. As referenced above,  
14 although the Ninth Circuit and this district recognize a 25% benchmark for awards of  
15 attorneys’ fees, that percentage frequently rises to 30% or more. *See, e.g., In re Pacific*  
16 *Enterprises Sec. Litig.*, 47 F.3d at 379; *Vedachalam*, 2013 WL 3941319 at \*2 ; *In re*  
17 *Activision*, 723 F.Supp. at 1378. Here, given that Class Counsel’s costs of \$15,258.55 are  
18 included in the requested award of 25% of the gross settlement fund, the actual fees sought  
19 (\$284,741.45) reflect just 23.7% of the gross settlement funds.

20 **B. Plaintiffs’ Fee Request is Also Reasonable and Appropriate Under the**  
21 **Lodestar/Multiplier Method**

22 As set forth above, the Court may perform a cross-check of the percentage of  
23 recovery method by using the lodestar-multiplier method. *Vedachalam, supra* at \*2. In this  
24 case, performing such a check confirms the propriety of the requested award.

25 Under the lodestar method, the Court multiplies the numbers of hours counsel worked  
26 by a reasonable hourly rate. After examining the time and labor required, the Court may  
27 apply a multiplier to the lodestar in light of certain factors, including: (1) the time and labor  
28 required; (2) the novelty and difficulty of the questions involved; (3) the requisite legal skill

1 necessary; (4) the preclusion of other employment due to acceptance of the case; (5) the  
 2 customary fee; (6) whether the fee is fixed or contingent; (7) the time limitations imposed by  
 3 the client or the circumstances; (8) the amount at controversy and the results obtained; (9) the  
 4 experience, reputation, and ability of the attorneys; (10) the ‘undesirability’ of the case; (11)  
 5 the nature and length of the professional relationship with the client; and (12) awards in  
 6 similar cases. *Kerr*, 526 F.2d at 70; *see also Hanlon*, 150 F.3d at 1029 (a lodestar figure  
 7 “may be adjusted upward or downward to account for several factors including the quality of  
 8 the representation, the benefit obtained for the class, the complexity and novelty of the issues  
 9 presented, and the risk of nonpayment”) (citing *Kerr*). “A review of prior judicial precedent  
 10 discloses the use of multipliers of from one to five times the normal hourly rates charged.” *In*  
 11 *re Equity Funding Corp. of America*, 438 F.Supp.1303, 1334 (D.C.Cal. 1977).

12 In this case, Class Counsel seeks recovery of \$284,741.45 in fees and \$15,258.55 in  
 13 costs for a total recovery of \$300,000.00. The fee recovery does not reflect a multiplier, even  
 14 though a multiplier would be warranted under the *Kerr* factors set forth above.

### 15 **1. Class Counsel’s Hourly Rates are Reasonable.**

16  
 17 The hourly rates that Plaintiffs seek for their counsel are reasonable. In assessing the  
 18 reasonableness of an attorney’s hourly rate, courts should consider the prevailing market  
 19 rates in the community for similar services by lawyers of reasonably comparable skill,  
 20 experience, and reputation. *Blum v. Stenson*, 465 U.S. 886, 895-96 & n.11 (1984). Courts  
 21 look to the forum in which the District is located to determine the hourly rates that should  
 22 apply. *Camacho v. Bridgeport Financial, Inc.*, 523 F.3d 973, 979 (9th Cir. 2008)  
 23 (“[a]ffidavits of the plaintiffs’ attorney[s] and other attorneys regarding prevailing fees in the  
 24 community, and rate determinations in other cases, particularly those setting a rate for the  
 25 plaintiff’s attorney,] are satisfactory evidence of the prevailing market rate” (quoting *United*  
 26 *Steelworkers of Am. v. Phelps Dodge Corp.*, 896 F.2d 403, 407 (9th Cir.1990)).

27 In this case, Class Counsel’s rates are \$1,000 per hour for James Quadra and \$950 per  
 28 hour for Rebecca Coll. These rates are reasonable. Counsel are highly regarded members of

1 the bar who are experienced in the area of class action employment litigation. (*See generally*  
2 Coll Decl.; Quadra Decl.) The experience, reputation, and ability of the attorneys are well  
3 recognized in the legal community. Quadra & Coll is recognized as a national Tier 1 firm in  
4 US News & World Report’s “Best Law Firms” list for mass torts and class actions. (Coll  
5 Decl. ¶15.)

6 James Quadra and Rebecca Coll, the named partners at Quadra & Coll, LLP, are  
7 experienced class counsel. They have served as class counsel in multiple employment class  
8 actions, as well as other class actions. (Quadra Decl. -¶¶11-13; Coll Decl. ¶¶16-20.) Mr.  
9 Quadra has successfully litigated class actions through trial, including a wage class action,  
10 which is rare, as most class actions settle or are dismissed prior to trial. (Quadra Decl. ¶12.)

11 Mr. Quadra graduated from U.C. Berkeley’s Boalt Hall School of Law in 1987,  
12 where he was a National Hispanic Scholarship Fund recipient. (Quadra Decl. ¶5.) He has  
13 spent 35 years litigating cases in state and federal courts. (*Id.*)

14 In the 1990s, Mr. Quadra was Chief of General Litigation at the San Francisco City  
15 Attorney’s office, supervising approximately 30 deputy city attorneys involved in a range of  
16 litigation on behalf of San Francisco. (Quadra Decl. ¶4.) While at the San Francisco City  
17 Attorney's Office, he was the lead deputy is several class actions matters filed against San  
18 Francisco. (*Id.*)

19 Since first forming his own firm, Mr. Quadra has successfully litigated cases through  
20 trial, including, as set forth above, a wage class action. (Quadra Decl. ¶12.) He has acted as  
21 class counsel in multiple class actions and has also litigated many complex actions through  
22 completion, as well as wage and hour individual lawsuits. He has handled cases that have  
23 drawn national attention. He has been interviewed by and quoted in the National Law  
24 Journal, The Recorder, the SF Chronicle, the Washington Post and the New York Post,  
25 among other publications. (*Id.*) He has appeared on Larry King Live, On the Record with  
26 Greta Van Susteren, The Glenn Beck Program, KGO-7 News (ABC) and KDTV-14 News  
27 (Univision). (*Id.*)

28

1 Peer organizations and independent reviewers have recognized Mr. Quadra's  
2 achievements. (Quadra Decl. ¶6.) Since 2012, Mr. Quadra has been selected to be included in  
3 The Best Lawyers in America - 19th Edition. (*Id.*) Martindale-Hubbell recognizes Mr.  
4 Quadra as an AV Preeminent rated attorney. (*Id.*) An AV rating identifies Mr. Quadra as an  
5 attorney with very high to preeminent legal ability and the highest ethical standards. He has  
6 been named a Northern California Super Lawyer as published in San Francisco Magazine  
7 and Northern California Super Lawyer Magazine every year since 2005. (*Id.*) Super Lawyers  
8 is a listing of the top 5% of attorneys in Northern California as chosen by their peers. (*Id.*)  
9 Avvo, an online service that rates legal professionals, has rated Mr. Quadra as "Superb," its  
10 highest rating. (*Id.*)

11 Rebecca Coll is an experienced trial lawyer licensed to practice in the State of  
12 California, the State of New York, and the District of Columbia. (Coll Decl. ¶14.) As a  
13 Deputy City Attorney at the San Francisco City Attorney's Office, Ms. Coll played an active  
14 role in San Francisco's groundbreaking litigation against the tobacco industry in the 1990's.  
15 (*Id.* ¶16.) Since that time she has handled numerous multi-million dollar class actions  
16 involving wage and hour disputes and consumer products, both as class counsel and in some  
17 cases as defense counsel. (*Id.*; *see also* ¶¶19, 20.) She also has 25 years of experience  
18 litigating complex actions in state and federal courts, as well as individual employment  
19 disputes both for individuals and for companies. (*Id.*, ¶15.) She has litigated many civil cases  
20 through trial in both state and federal courts. (*Id.*)

21 Ms. Coll has earned industry recognition for excellence in her profession. (Coll Decl.,  
22 ¶18.) She has been featured in San Francisco's Women Leaders in the Law's list of the area's  
23 top female attorneys. (*Id.*) She has been named as a Northern California "Super Lawyer" and  
24 has appeared in The Best Lawyers in America for many years. (*Id.*) She has also received the  
25 San Francisco Bar Association award for "Outstanding Volunteer in Public Service." (*Id.*)  
26 She is rated as AV Preeminent by Martindale-Hubbell. (*Id.*) Avvo, an online attorney rating  
27 website, has rated her as "Superb," its highest rating. (*Id.*) She is also a member of the Multi-  
28 Million Dollar Advocates Forum, which is limited to attorneys who have secured multi-

1 million dollar awards. (*Id.*)

2 The rates of Class Counsel are well within the range of the hourly rates of attorneys  
3 practicing in the class action field, and consistent with prior awards to Mr. Quadra and Ms.  
4 Coll when accounting for regular rate increases. For example, in 2013, nine years ago, Judge  
5 Claudia Wilken of the United States District Court for the Northern District of California  
6 awarded James Quadra \$725 per hour and Rebecca Coll \$650 per hour for their work on an  
7 employment class action case in *LaBriola v. Bank of America*, Case No. 4:12-cv-00079-CW,  
8 stating, “The Court finds further that Class Counsel's hourly rates are reasonable in light of their  
9 experience (as reflected in their declarations), and the rates charged are comparable to other  
10 attorneys in this field.” (Quadra Decl., ¶11.) These rates have increased to \$1,000 per hour for  
11 Mr. Quadra and \$950 per hour for Rebecca Coll in the nine years since Judge Wilken’s ruling.

## 12 **2. The Number of Hours Class Counsel Worked is Reasonable**

13  
14 The number of hours that Class Counsel worked in this matter is reasonable. Class  
15 Counsel made every effort to prevent the duplication of work or inefficiencies that can  
16 frequently plague class actions. Just two attorneys worked on this matter, and each attorney  
17 was highly qualified to do so. To date, Class Counsel has expended 321 hours litigating this  
18 matter. (Coll Decl. ¶ 23.)

19 The work performed in this case justified spending 321 hours litigating this matter.  
20 Class Counsel filed this meal and rest break class action on April 10, 2020, two years ago, on  
21 behalf of Plaintiff Frederick Schulz, after conducting extensive research and investigation  
22 regarding DHL’s practices, including extensively interviewing Mr. Schulz and other workers  
23 multiple times, and reviewing publicly available documents and prior lawsuits online. (Coll  
24 Decl. ¶3.)

25 Class Counsel filed a Motion to Amend the Complaint, after extensively interviewing  
26 the two new additional class representatives. (Coll Decl. ¶5.) Class Counsel prepared a  
27 stipulation and proposed order to file the Amended Complaint, which was granted the same  
28 day. Class Counsel then filed the First Amended Complaint. (*Id.*, ¶6.)

1 Class Counsel requested extensive discovery from Defendant, which Defendant  
2 provided voluntarily, including obtaining wage records and information that would  
3 demonstrate the facts necessary to show that class members had not received required breaks,  
4 as well as information relevant to calculating penalties allegedly owed to the class members.  
5 Defendant produced documents reflecting the class members' hours worked and breaks,  
6 including payroll records. Class Counsel analyzed the data thoroughly. Class Counsel also  
7 retained an expert to provide consultation regarding the calculation of wages and penalties  
8 owed. After analyzing the initial data provided by Defendant, Class Counsel followed up  
9 with additional demands for further information, which Defendant provided after meet and  
10 confer efforts. In addition, Defendant provided spreadsheets reflecting the dates of separation  
11 of all former employees. Class Counsel would not proceed to mediation until Class Counsel  
12 was satisfied that all relevant information had been produced and that it was consistent and  
13 proper. (Coll Decl. ¶9.)

14 Class Counsel also prepared for and engaged in an all-day mediation which lasted  
15 into the evening. (Coll Decl. ¶12.) Over the course of the next several months, the parties  
16 engaged in back-and-forth negotiations regarding the terms of the settlement, until the  
17 agreement was finally signed in December 2021. (*Id.*)

18 After a settlement was reached, Class Counsel prepared a Motion for Preliminary  
19 Approval of the settlement, and has also prepared this Motion for Attorneys' Fees and  
20 Enhancement Payments. (Coll Decl. ¶23.)

21 The breakdown of the hours spent by class counsel is as follows<sup>2</sup>:  
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25 <sup>2</sup> It is well established that Plaintiff's counsel is "not required to record in great detail how  
26 each minute of his time was expended." *Hensley v. Eckerhart*, 461 U.S. 424, 437 n.12  
27 (1983). Instead, counsel need only "identify the general subject matter of his time  
28 expenditures." *Id.* (citations omitted); *see also Fischer v. SJB-P.D. Inc.*, 214 F.3d 1115, 1121  
(9th Cir. 2000) (concluding that "a summary of the time spent on a broad category of tasks  
such as pleadings and pretrial motions" met "basic requirement" of documentation)



	Quadra Hours	Quadra Rt (x \$1000)	Coll Hours	Coll Rate (x\$950)	Total Lodestar
Research and Investigation	3.6	\$3,600	25.2	\$23,940	\$27,540
Communication with Clients	3.0	\$3,000	21.1	\$20,045	\$23,045
Research and Preparation of Pleadings (Complaint, First Amended Complaint)	6.2	\$6,200	15.4	\$14,630	\$20,830
Case Management	2.3	\$2,300	12.3	\$11,685	\$13,985
Discovery, Document Review and Analysis, Request for Further Documents, and Consultation with Expert	25.4	\$25,400	94.1	\$89,395	\$114,795
Mediation Preparation and Attendance	14.0	\$14,000	12.2	\$11,590	\$25,590
Negotiation of Settlement Agreement and Class Notice	2.2	\$2,200	16.1	\$15,295	\$17,495
Preparation of Motion for Preliminary Approval and Supporting Documents	1.8	\$1,800	47.1	\$44,745	\$46,545
Motion for Attorneys' Fees and Enhancement Payments	2.0	\$2,000	17.0	\$16,150	\$18,150
<b>Total Hours to Date</b>	<b>60.5</b>	<b>\$60,500</b>	<b>260.5</b>	<b>\$247,475.00</b>	<b>\$307,975</b>
Anticipated additional Hours through Final Approval	3	\$3,000	8	\$7,600	\$10,600
<b>Total</b>	<b>63.5</b>	<b>\$63,500</b>	<b>268.5</b>	<b>\$255,075</b>	<b>\$318,575</b>

**C. The Court Should Grant Class Counsel's Request For An Award Of Reasonable Costs.**

In addition to the fees incurred, Class Counsel also incurred \$15,258.55 in out-of-pocket costs, including \$4,500 in expert costs, \$9,000 in mediation costs, \$1,562.85 in class action filing fees in state court prior to removal of this action, \$140.00 in service of process costs, and \$55.70 in miscellaneous costs. (Coll Decl. ¶24.) Class Counsel have not included any costs associated with photocopies, telephone conference call service charges, facsimiles, Westlaw charges, or other "soft" charges. The requested costs are extremely reasonable.

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1 **II. THE COURT SHOULD GRANT PLAINTIFFS' REQUEST FOR**  
2 **ENHANCEMENT PAYMENTS TO THE CLASS REPRESENTATIVES IN**  
3 **THE AMOUNT OF \$10,000 (\$5,000 TO SCHULZ, \$2,500 TO BRANDON**  
4 **WARREN, AND \$2,500 TO MATTHEW WARREN).**

5 Named plaintiffs in class action litigation are eligible for reasonable enhancement  
6 awards. *Staton v. Boeing Co.*, 327 F.3d 938, 977 (9th Cir. 2003). The Court has discretion to  
7 approve any enhancement award and should consider relevant factors, including (1) the  
8 actions the plaintiff has taken to protect the interests of the class; (2) the degree to which the  
9 class benefited from those actions; (3) the amount of time and effort the plaintiff expended in  
10 pursuing the litigation; and (4) reasonable fears of workplace retaliation. *Staton*, 327 F.3d at  
11 977.

12 In this case, enhancement awards of \$5,000 for Frederick Schulz, \$2,500 for Brandon  
13 Warren, and \$2,500 for Matthew Warren are reasonable in light of the work Plaintiffs put  
14 into this case and the benefit of the class.

15 As set forth in the Declaration of Rebecca Coll, Frederick Schulz was heavily  
16 involved in this case from before its inception. He was the first employee to contact counsel  
17 to inquire as to his rights. (Coll Decl. ¶25.) He engaged in lengthy conversations with  
18 counsel and provided valuable information. (*Id.*) He participated in preparing extensive  
19 written discovery responses and produced his personal information, including social media  
20 posts relating to his work as a driver. (*Id.*) He also responded to questions of counsel  
21 throughout the litigation, which assisted in framing affirmative discovery and analyzing  
22 documents received. (*Id.*)

23 Brandon Warren and Matthew Warren also participated in the litigation, but to a  
24 lesser extent, and for that reason, the requested enhancement payment for them is lower  
25 (\$2,500 for each). (Coll Decl. ¶26.) Both Brandon and Matthew Warren consulted with  
26 counsel, participated in multiple interviews, provided documentation to counsel, and  
27 consulted with counsel regarding the mediation and settlement. (*Id.*)

28 In addition, the proposed settlement includes a class representative release that is  
much broader than the release for the Class, and releases all claims against Defendant.

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Therefore, the proposed enhancement payments of \$5,000 to Frederick Schulz, \$2,500 to Brandon Warren, and \$2,500 to Matthew Warren, are appropriate.

**CONCLUSION**

For the foregoing reasons, Plaintiffs respectfully request that the Court grant their Motion for Attorneys’ Fees and Enhancement Payment.

Dated: April 6, 2022

Respectfully submitted,  
QUADRA & COLL, LLP  
By:       /s/ Rebecca Coll        
Rebecca Coll