

1 Edwin Aiwazian (Cal. State Bar No. 232943)  
edwin@calljustice.com  
2 Arby Aiwazian (Cal. State Bar No. 269827)  
arby@calljustice.com  
3 Joanna Ghosh (Cal. State Bar No. 272479)  
joanna@calljustice.com  
4 **LAWYERS for JUSTICE, PC**  
410 West Arden Avenue, Suite 203  
5 Glendale, California 91203  
Telephone: (818) 265-1020  
6 Facsimile: (818) 265-1021

7 *Attorneys for Plaintiff and the Class*

8 **UNITED STATES DISTRICT COURT**  
9 **NORTHERN DISTRICT OF CALIFORNIA**

10 RUBY DANIELSSON, individually, and  
11 on behalf of other members of the general  
public similarly situated ad on behalf of  
12 other aggrieved employees pursuant to the  
California Private Attorneys General Act;

13  
14 Plaintiff,

15 vs.

16 BLOOD CENTERS OF THE PACIFIC, a  
California corporation; BLOOD  
17 SYSTEMS, an unknown business entity;  
VITALANT, and unknown business entity;  
18 and DOES 2 through 100, inclusive,

19 Defendants.  
20  
21  
22  
23  
24  
25  
26  
27  
28

Case No.: 3:19-cv-04592-JCS

Honorable Joseph C. Spero

**CLASS ACTION**

**PLAINTIFF’S NOTICE OF MOTION AND  
MOTION FOR ATTORNEYS’ FEES AND  
COSTS; MEMORANDUM OF POINTS AND  
AUTHORITIES IN SUPPORT THEREOF**

[Declaration of Class Counsel (Edwin Aiwazian);  
and [Proposed] Order filed concurrently herewith]

Date: August 19, 2022  
Time: 9:30 a.m.  
Courtroom: F

Complaint Filed: March 29, 2019  
FAC Filed: June 4, 2021  
Trial Date: None Set

LAWYERS for JUSTICE, PC  
410 West Arden Avenue, Suite 203  
Glendale, California 91203

1 **TO THE HONORABLE COURT, ALL PARTIES, AND THEIR ATTORNEYS OF RECORD:**

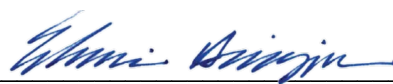
2 **PLEASE TAKE NOTICE** that on **August 19, 2022, at 9:30 a.m.**, or as soon thereafter as this  
3 matter may be heard before the Honorable Joseph C. Spero, whose courtroom is physically located in  
4 Courtroom F of the United States District Court of the Northern District of California, at the San  
5 Francisco Courthouse, 450 Golden Gate Avenue, San Francisco, California 94102, Plaintiff Ruby  
6 Danielsson (“Plaintiff”), will and hereby does move, for an order awarding the following:

- 7 • Payment of attorneys’ fees in the amount of **\$805,000.00** to Lawyers *for* Justice, PC (“Class  
8 Counsel”), representing thirty-five percent (35%) of the Gross Settlement Amount, which is  
9 reasonable and justified on a percentage-basis, and also based on a lodestar cross-check with a  
10 multiplier of 1.41;
- 11 • Payment in the amount of **\$21,696.82** to Class Counsel for litigation costs and expenses; and

12 This motion is based upon the concurrently-filed Declaration of Class Counsel (Edwin  
13 Aiwazian) in support thereof; the pleadings and other records on file with the Court in this matter; and  
14 upon such documentary evidence and oral argument as may be presented at or before the hearing on this  
15 motion.

16 Dated: May 23, 2022

**LAWYERS *for* JUSTICE, PC**

17  
18 By:   
19 Edwin Aiwazian  
20 *Attorneys for* Plaintiff and the Class

LAWYERS *for* JUSTICE, PC  
410 West Arden Avenue, Suite 203  
Glendale, California 91203

**TABLE OF CONTENTS**

**I. SUMMARY OF MOTION.....1**

**II. PROCEDURAL HISTORY AND FACTUAL BACKGROUND.....1**

**III. SUMMARY OF THE SETTLEMENT TERMS .....4**

**IV. THE REQUESTED ATTORNEYS’ FEES SHOULD BE APPROVED.....5**

**A. Legal Standard for Attorneys’ Fees in a Class Action Settlement..... 5**

**B. A Fee Award of a Percentage of the Entire Fund Is Appropriate. .... 6**

**1. The Percentage-of-the-Benefit Approach. .... 6**

**2. The Requested Percentage Fee Should Be Awarded..... 8**

**C. Attorneys’ Fees of 35% of the Settlement Is Supported by Ninth Circuit Precedent. 8**

**1. The Risk Assumed by Class Counsel..... 10**

**2. Efforts Expended by Class Counsel ..... 11**

**3. Class Counsel Obtained Significant Relief for the Class ..... 12**

**4. The Skill and Reputation of the Attorneys..... 13**

**5. Federal Courts Regularly Award Fees in Excess of the Percentage Amount Sought**

**14**

**D. The Lodestar Methodology Also Justifies Approval of The Requested Attorneys’ Fees.**

**..... 14**

**V. LITIGATION COSTS AND EXPENSES TO BE REIMBURSED TO CLASS COUNSEL 17**

**VI. CONCLUSION.....17**

LAWYERS for JUSTICE, PC  
410 West Arden Avenue, Suite 203  
Glendale, California 91203

**TABLE OF AUTHORITIES**

**Cases**

*Allapattah Services, Inc. v. Exxon Corp.* (S.D.Fla. 2006) 454 F.Supp. 2d 1185..... 11

*Beech Cinema, Inc. v. Twentieth-Century Fox Film Corp.* (S.D.N.Y. 1979) 480 F.Supp. 1195, *aff'd* (2nd Cir. 1980) 622 F.2d 1106 ..... 16

*Boeing Co. v. Van Gemert* (1980) 444 U.S. 472 ..... 6

*Cellphone Termination Fee Cases* (2009) 180 Cal. App. 4th 1110..... 5

*Clayton v. Knight Transp.* (E.D. Cal. Oct. 30, 2013) 2013 WL 5877213..... 11

*Consumer Privacy Cases* (2009) 175 Cal.App.4th 545 ..... 6

*Craft v. Cnty. of San Bernardino* (C.D. Cal. 2008) 624 F. Supp. 2d 1123..... 11

*Crampton v. Takegoshi* (1993) 17 Cal.App.4th 308 ..... 7

*Fischel v. Equitable Life* (9th Cir. 2002) 307 F.3d 997..... 17

*Glass v. UBS Financial Services, Inc.* (N.D. Cal. Jan. 26, 2007) 2007 WL 221862..... 10

*Hensley v. Eckerhart* (1983) 461 U.S. 424..... 6

*In re Activision Sec. Lit* (N.D. Cal. 1989) 723 F. Supp. 1373 ..... 8, 10

*In re Ampicillin Antitrust Litigation* (D.D.C. 1981) 526 F. Supp. 494 ..... 16

*In re Buspirone Patent & Antitrust Litig.* (S.D.N.Y. Apr. 11, 2003) MDL No. 1413, 2003 U.S. Dist. LEXIS 26538..... 16

*In re KeySpan Corp. Sec. Litig.* (E.D.N.Y. Aug. 25, 2005) No. CV 2001-5852 (ARR) (MDG) 2005 U.S. Dist. LEXIS 29068..... 16

*In re Pacific Enterprises Security Litigation* (9th Cir. 1995) 47 F.3d 373 ..... 10

*In re Relafen Antitrust Litig.*, (Order and Final Judgment dated Apr 9, 2004) (D. Mass) 1:01cv12239-WGY ..... 17

*In re Washington Public Power* (9th Cir. 1994) 19 F.4d 1291..... 13

*Kerr v. Screen Extras Guild, Inc.* (9th Cir. 1975) 526 F.2d 67..... 8

*Ketchum v. Moses* (2001) 24 Cal. 4th 1122..... 5

*Laffitte v. Robert Half Int’l, Inc.* (2016) 1 Cal.5th 480..... 5

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

LAWYERS for JUSTICE, PC  
 410 West Arden Avenue, Suite 203  
 Glendale, California 91203

1 *Lealao v. Beneficial Cal., Inc.* (2000) 82 Cal.App.4th 19 ..... 5, 6, 9

2 *Lindy Bros. Bldrs. v. American Radiator & Standard Sanitary Corp.* (1976) 540 F.2d 102..... 8

3 *Lindy Bros. Bldrs., Inc. of Phila. v. American R. & R. San Corp.* (3rd Cir. 1973) 487 F.2d 161..... 8

4 *Masters v. Wilhelmina Model Agency, Inc.* (2d Cir. 2006) 473 F.3d 423 ..... 10

5 *Paul, Johnson, Alston & Hunt v. Grauly* (9th Cir. 1989) 886 F.2d 268, 272..... 8

6 *Romero v. Producers Dairy Foods, Inc.* (E.D. Cal. Nov. 14, 2007) 2007 WL 3492841..... 12

7 *Singer v. Becton Dickinson and Co.* (S.D. Cal. June 1, 2010) 2010 WL 2196104 ..... 12

8 *Staton v. Boeing* (9th Cir. 2003), 327 F.3d 938 ..... 11

9 *Van Gemert v. Boeing Co.* (S.D.N.Y. 1981) 516 F. Supp. 412 ..... 16

10 *Van Vranken v. Atl. Richfield Co.* (N.D. Cal. 1995), 901 F. Supp. 294 ..... 11

11 *Vincent v. Hughes Air West, Inc.* (9th Cir. 1977) 557 F.2d 759 ..... 6, 7

12 *Vizcaino v. Microsoft* (9th Cir. 2002) 290 F.3d 1043 ..... 7, 11, 13, 17

13 *Williams v. MGM-Pathe Communications* (9th Cir. 1997) 129 F.3d 1026 ..... 10

14 *Winslow v. Harold G. Ferguson Corp.* (1944) 25 Cal.2d 274..... 9

15 **Treatises**

16 A. Conte, *Attorney Fee Awards*, 2nd ed. 1993 ..... 7

17 Manual for Complex Litigation § 21.311 at p. 413 (4th ed. 2007)..... 7

18 Newberg, Newberg on Class Actions, 4th ed., 2002 §14.6..... 16

19 R. Pearle, *California Attorney Fee Awards* (CEB, 1993) §7A..... 6

20 Weil and Brown, California Practice Guide, Civil Procedure Before Trial, Chapter 14..... 5

**MEMORANDUM OF POINTS AND AUTHORITIES**

**I. SUMMARY OF MOTION**

Plaintiff Ruby Danielsson (“Plaintiff”) seeks an award of attorneys’ fees in the amount of \$805,000.00, which is 35% of the Gross Settlement Amount and reimbursement of litigation costs and expenses in the amount of \$21,696.82 to Lawyers for Justice, PC (“Class Counsel”), as provided for by the First Amended Stipulation of Settlement of Class Action and Release of Claims (“Settlement Agreement”).

This matter involved ongoing investigations, formal and informal discovery, exchange of information, documents, and data, and extensive settlement negotiations. This matter has required over 769.70 hours of attorney work performed by Class Counsel. As will be demonstrated herein, the request for an award of attorneys’ fees, which represents 35% of the Gross Settlement Amount of \$2,300,000.00, is fully supported by the use of the percentage-fee method. Courts have historically awarded fees of up to 50% of the recovery. The requested attorneys’ fees are also supported under the lodestar cross-check method.<sup>1</sup>

The attorneys’ fees and reimbursement of litigation costs and expenses (“Attorneys’ Fees and Costs”) sought herein were fully disclosed in the Notice of Class Action Settlement (“Class Notice”) that was mailed to the Class Members on May 13, 2022.

Accordingly, the Court should award the Attorneys’ Fees and Costs in the amounts as fully disclosed to the Class Members and as requested herein.

**II. PROCEDURAL HISTORY AND FACTUAL BACKGROUND**

Defendant is an internationally known nonprofit transfusion medicine organization that runs more than approximately 125 blood donation centers across the nation and provides blood and special services to patients in more than approximately 1,000 hospitals across approximately 40 states. Defendant has operated approximately 27 blood donation centers throughout California. Plaintiff Ruby Danielsson was employed by Defendant from approximately December 2005 to approximately April 2017. Declaration of Ruby Danielsson (Docket No. 66-2) (“Danielsson Decl.”), ¶ 2.

<sup>1</sup> Applying a modest multiplier of 1.41, the total enhanced lodestar fees are \$808,772.48 and Class Counsel seeks an attorneys’ fees award of \$805,000.00 (equal to 35% of the Gross Settlement Amount).

LAWYERS for JUSTICE, PC  
410 West Arden Avenue, Suite 203  
Glendale, California 91203

1 On March 29, 2019, Plaintiff filed a Class Action Complaint for Damages in the San Francisco  
2 County Superior Court, on behalf of herself and all current or former hourly-paid or non-exempt  
3 employees who worked for Defendant within the State of California since March 29, 2015, thereby  
4 commencing the above-captioned lawsuit.

5 On June 14, 2019, Plaintiff propounded multiple sets of discovery including Requests for  
6 Production of Documents (Set One); Special Interrogatories (Sets One & Two); and Form  
7 Interrogatories (Set One), on Defendant and noticed the deposition of Defendant's Person Most  
8 Knowledgeable regarding organizational structure and wage and hour practices of Defendant. After,  
9 removal of the case to federal court, Parties also exchanged initial disclosures.

10 On August 6, 2019, Defendant filed an Answer to Plaintiff's Complaint.

11 On August 7, 2021, Defendant filed a Notice of Removal of Civil Action to Federal Court in the  
12 Northern District of California ("Court").

13 On September 4, 2019, Plaintiff filed a Motion to Remand Pursuant to 28 U.S.C. § 1447. On  
14 September 18, 2019, Defendant filed an Opposition to Plaintiff's Motion for Remand.

15 On December 30, 2019, the Court entered an Order Denying Motion to Remand.

16 On June 4, 2021, pursuant to stipulation of the parties and an order by the Court permitting  
17 leave thereon, Plaintiff filed a First Amended Class Action Complaint for Damages and Enforcement  
18 Under the Private Attorneys General Act, Cal. Labor Code § 2698, Et Seq. ("Operative Complaint").

19 Plaintiff's core allegation is that Defendant has violated the California Labor Code by engaging  
20 in a uniform practice and procedure, with respect to Plaintiff and the Class Members, by, *inter alia*,  
21 failing to pay minimum and overtime wages, failing to provide compliant meal and rest periods and  
22 associated premium pay, failing to timely pay wages and associated waiting time penalties, failing to  
23 provide compliant wage statements, failing to maintain requisite payroll records, and failing to  
24 reimburse necessary business-related expenses, and thereby engaged in unlawful business practices  
25 under the California Business and Professions Code and conduct that gives rise to penalties under the  
26 Private Attorneys General Act, California Labor Code section 2698, *et seq.* ("PAGA"). As a result,  
27 Plaintiff contends that she and the Class Members are entitled to, *inter alia*, unpaid wages, penalties  
28 (including and not limited to, penalties pursuant to PAGA), and attorneys' fees.

LAWYERS for JUSTICE, PC  
410 West Arden Avenue, Suite 203  
Glendale, California 91203

1 Defendant denies any liability of any kind associated with the claims and allegations, and further  
2 denies that Plaintiff and the Class Members are entitled to any relief. Defendant also denies that this  
3 case is appropriate for class or representative treatment for any purpose other than the Settlement.  
4 Defendant maintains, among other things, that it has complied with applicable state and federal laws in  
5 all respects.

6 After the parties actively litigated the case and engaged in extensive discovery and investigation  
7 into the facts of the case, on July 16, 2020, the parties participated in a private mediation before Mark  
8 S. Rudy, Esq., a well-respected mediator experienced in handling complex wage-and-hour matters.  
9 With the aid of the mediator’s evaluations and proposal, the parties reached a settlement to resolve this  
10 lawsuit.

11 On November 17, 2021, Plaintiff filed the Motion for Preliminary Approval of Class Action  
12 Settlement (“Motion for Preliminary Approval”) and supporting documents seeking approval of the  
13 settlement reached by the Parties. (Docket Nos. 66, 66-1, 66-2, 66-3, & 66-4). On January 21, 2021, a  
14 hearing was held on Plaintiff’s Motion for Preliminary Approval, during which the Court raised  
15 multiple points of inquiry with regards to the Motion for Preliminary Approval and ordered  
16 supplemental briefing to be filed in support of Plaintiff’s Motion for Preliminary Approval by February  
17 25, 2022.

18 On February 25, 2022, Plaintiff filed supplemental papers in support of Plaintiff’s Motion for  
19 Preliminary Approval. (Docket Nos. 72, 72-1, & 72-2). On April 8, 2022, the Court entered an Order  
20 Granting Preliminary Approval of Class Action Settlement (“Preliminary Approval Order”). (Docket  
21 No. 73), thereby preliminarily approving the terms of the Settlement, the Class Notice, and the  
22 proposed administration procedures and associated deadlines. The Preliminary Approval Order orders  
23 Class Counsel to file the Motion for Final Approval of Class Action Settlement, Class Representative  
24 Enhancement Payment, and Settlement Administration Fees and Costs by July 25, 2022. The Final  
25 Approval Hearing is scheduled to take place on August 19, 2022 at 9:30 a.m. before the Honorable Joseph  
26 C. Spero.

27 Plaintiff now move for Attorneys’ Fees and Costs.

28 ///



1 **III. SUMMARY OF THE SETTLEMENT TERMS**

2 Under the terms of the Settlement Agreement, Defendant has agreed to pay a Gross Settlement  
 3 Amount of \$2,300,000.00, under which the Net Settlement Amount will be distributed to all Class  
 4 Members who do not submit a timely and valid Request for Exclusion (“Settlement Class Members”).  
 5 Settlement Agreement, ¶¶ 1 & 4. Subject to approval by the Court, the Net Settlement Amount will be  
 6 calculated by deducting the following amounts from the Gross Settlement Amount: (1) attorneys’ fees of  
 7 \$805,000.00 and reimbursement of litigation costs and expenses of \$21,696.82<sup>2</sup> to Class Counsel (i.e.,  
 8 Attorneys’ Fees and Costs); (2) Class Representative Enhancement Payment of up to \$8,500.00 to Plaintiff;  
 9 (3) the PAGA Penalties of \$250,000.00; and (4) Settlement Administration Fees and Costs in the amount up  
 10 to \$15,000.00. *Id.*, ¶¶ 4.C(2), 4.C(3), 4.C(4), 4.C(5), 5.A, 6, 7, & 8. The Net Settlement Amount is  
 11 currently estimated to be at least \$1,199,803.18. The Employees PAGA Amount, i.e., 25% of the PAGA  
 12 Penalties (i.e., \$62,500.00), will be fully distributed to Class Members on a *pro rata* basis, based upon the  
 13 number of weeks each Class Member worked during the Class Period (“Workweeks”). *Id.*, ¶¶ 4.C(5) &  
 14 10.A. The Settlement Administrator has informed the parties that there are five hundred and fifty  
 15 (550) Class Members. Declaration of Edwin Aiwazian in Support of Plaintiff’s Motion for Attorneys’  
 16 Fees and Costs (“Aiwazian Decl.”), ¶ 21. The highest gross Individual Settlement Payment is  
 17 currently estimated to be \$6,560.16, the average estimated gross Individual Settlement Payment is  
 18 currently estimated to be \$2,130.000, the highest Individual PAGA Payment is currently estimated to  
 19 be \$349.99, and the average estimated Individual PAGA Payment is currently estimated to be  
 20 \$113.64.<sup>3</sup> *Ibid.* Also, the State of California will receive \$187,5000 for its 75% share of the PAGA  
 21 Penalties.

22 ///

23 <sup>2</sup> Under the Settlement, up to \$50,000.00 is allocated towards reimbursement of Class Counsel’s  
 24 litigation costs and expenses. However, Class Counsel only requests reimbursement of litigation costs  
 25 and expenses in the amount of \$21,696.82 by way of this Motion. The difference between the amount  
 26 sought and the amount authorized under the Settlement, i.e., \$28,303.18, will be part of the Net  
 27 Settlement Amount.

28 <sup>3</sup> The actual average and highest Individual Settlement Payments will be larger than the amounts stated  
 herein, which were calculated by the Settlement Administrator, because the Net Settlement Amount is  
 larger than estimated by the Settlement Administrator in light of Class Counsel’s request for  
 reimbursement of litigation costs and expenses in an amount that is less than \$50,000.00 by way of this  
 Motion. See Footnote 2, *infra*.

1 **IV. THE REQUESTED ATTORNEYS' FEES SHOULD BE APPROVED**

2 **A. Legal Standard for Attorneys' Fees in a Class Action Settlement.**

3 Trial courts have "wide latitude" in assessing the value of attorneys' fees and their decisions will  
 4 "not be disturbed on appeal absent a manifest abuse of discretion." *Lealao v. Beneficial Cal., Inc.* (2000)  
 5 82 Cal.App.4th 19, 41; *Ketchum v. Moses* (2001) 24 Cal. 4th 1122, 1132 (The "experienced trial judge is  
 6 the best judge of the value of professional services rendered in his court[.]"); *Cellphone Termination Fee*  
 7 *Cases* (2009) 180 Cal.App.4th 1110, 1118. Where the settlement amount is a "certain easily calculable sum  
 8 of money," courts may calculate fees as a reasonable percentage of the settlement. Weil and Brown,  
 9 California Practice Guide, Civil Procedure Before Trial, Chapter 14, section 14:145; *Dunk, supra*, 48  
 10 Cal.App.4th at 1808. The percentage-of-the-benefit approach is preferred in class actions because "it better  
 11 approximates the workings of the marketplace than the lodestar approach." *Lealao, supra*, 82 Cal.App.4th  
 12 at 49.

13 California law provides that an award of attorneys' fees should be equivalent to fees paid in the  
 14 legal marketplace for the result achieved and risk incurred. *See Lealao, supra*, 82 Cal.App.4th at 47;  
 15 *Laffitte v. Robert Half Int'l, Inc.* (2016) 1 Cal.5th 480, 503. When an action leads to recovery that can be  
 16 "monetized" with a reasonable degree of certainty, the trial court should "ensure that the fee awarded is  
 17 within the range of fees freely negotiated in the legal marketplace in comparable litigation." *Lealao, supra*,  
 18 82 Cal.App.4th at 50. Fee awards that are too small will "chill the private enforcement essential to the  
 19 vindication of many legal rights and obstruct the representative actions that often relieve the courts of the  
 20 need to separately adjudicate numerous claims." *Lealao, supra*, 82 Cal.App.4th at 53. Therefore, fees in  
 21 class and representative actions should approximate the probable terms of a contingent fee contracts  
 22 negotiated by sophisticated attorneys and clients in comparable litigation. *Id.* at 48.

23 "The ultimate goal ... is the award of a 'reasonable' fee to compensate counsel for their efforts,  
 24 irrespective of the method of calculation." *Consumer Privacy Cases* (2009) 175 Cal.App.4th 545, 557-58  
 25 (citations omitted). A fee motion should not turn into "a second major litigation." *Id.* at 31 (citing *Hensley*  
 26 *v. Eckerhart* (1983) 461 U.S. 424, 437). In cases where class members present claims against a settlement  
 27 amount and the settlement provides that the defendant agrees to paying the attorneys a percentage of the  
 28 same, use of that percentage method is appropriate. *Id.* at 32.

**B. A Fee Award of a Percentage of the Entire Fund Is Appropriate.**

***1. The Percentage-of-the-Benefit Approach.***

Courts have long recognized that an appropriate method for determining an award of attorneys’ fees is based on a percentage of the total value of benefits made available to class members by the settlement. See, *Boeing Co. v. Van Gemert* (1980) 444 U.S. 472, 478; *Vincent v. Hughes Air West, Inc.* (9th Cir. 1977) 557 F.2d 759, 769; *Serrano v. Priest* (1977) 20 Cal.3d 25, 34. The purpose of this equitable doctrine is to spread litigation costs proportionally among all beneficiaries so that the active beneficiary does not bear the entire burden alone. See *Vincent v. Hughes Air West, Inc.* (9th Cir. 1977) 557 F.2d 759, 769. When others may derive benefits from a litigant’s efforts, the litigant may require the passive beneficiaries to compensate those who made the benefits available. See, R. Pearle, California Attorney Fee Awards (CEB, 1993) §7 A, p. 7-5. Both state and federal courts have embraced this approach. See, e.g., *Serrano, supra*, 20 Cal.3d at 35; *Crampton v. Takegoshi* (1993) 17 Cal.App.4th 308, 317; *Vincent, supra*, 557 F.2d at 769.

Courts have consistently recognized that class litigation is necessary to protect the rights of individuals whose injuries and/or damages are too small to economically justify legal action on an individual basis. Thus, in determining a reasonable fee award, courts award fees to serve as an economic incentive for lawyers to pursue such litigation in order to achieve increased access to the judicial system for meritorious claims and enhance deterrents to wrongdoing. This is especially true in situations, such as here, where multiple similar alleged wrongs would not be economically feasible to pursue individually. See, A. Conte, *Attorney Fee Awards*, (2d Ed., 1993) 104, at p.6.

When this lawsuit was originally filed, not only was it inescapably contingent, but the prospect of a long, drawn-out battle with a defendant represented by experienced counsel was almost a certainty. By taking on this “battle” on a contingency basis, Class Counsel risked substantial economic loss if the results were not successful. This substantial risk is the reason that the courts approve the use of the percentage method when a settlement is obtained by the efforts of class counsel. See *Vizcaino v. Microsoft* (9th Cir. 2002) 290 F.3d 1043, 1048-49 (citations omitted).

///

///

LAWYERS for JUSTICE, PC  
410 West Arden Avenue, Suite 203  
Glendale, California 91203

1 In arriving at reasonable percentage fee awards, courts have considered a variety of factors but  
 2 have focused on the particular circumstances of the case in fixing a percentage above or below a  
 3 benchmark. Following the 1966 amendments to Rule 23, settlements began to increase significantly, and  
 4 courts began to question the fees awarded pursuant to the percentage method. Then, in 1973, the revision  
 5 for the Manual for Complex Litigation proposed that all fees be awarded based on time reasonably  
 6 expended on the action. This concept was embraced in *Lindy Bros. Bldrs., Inc. of Phila. v. American R. &*  
 7 *R. San Corp.* (3rd Cir. 1973) 487 F.2d 161, and *Lindy Bros. Bldrs. v. American Radiator & Standard*  
 8 *Sanitary Corp.* (1976) 540 F.2d 102. Courts generally began awarding fees based on the actual time  
 9 expended (the lodestar) in conjunction with a multiplier of between 2 and 4. See, e.g., *Kerr v. Screen*  
 10 *Extras Guild, Inc.* (9th Cir. 1975) 526 F.2d 67.

11 Courts have more recently moved away from the lodestar approach and returned to preferring an  
 12 approach that awards fees based upon a percentage of the settlement. As one court noted: “[T]he *Lindy*,  
 13 *Kerr* and *Johnson* analyses consume an undue amount of court time with little resulting advantage to  
 14 anyone,” and “may be to the detriment of the class members” because “[t]hey are forced to wait.” *In re*  
 15 *Activision Sec. Lit.* (N.D. Cal. 1989) 723 F.Supp. 1373, 1375. In *Blum v. Stenson*, the United States  
 16 Supreme Court approved the percentage of the fund as an appropriate fee award, stating that a “reasonable  
 17 fee is based on a percentage of the fund bestowed on the class.” *Blum v. Stenson* (1984) 465 U.S. 886, 900  
 18 n.16. Since *Blum*, federal courts, and particularly the Ninth Circuit, have increasingly rejected the lodestar  
 19 approach and endorsed the percentage method as a fair way to calculate a reasonable fee when contingency  
 20 fee litigation has produced a settlement. *Six Mexican Workers v. Arizona Citrus Growers* (9th Cir. 1990)  
 21 904 F.2d 1301, 1311; *Paul, Johnson, Alston & Hunt v. Graulty* (9th Cir. 1989) 886 F.2d 268, 272.

22 Compensating class counsel in class litigation on a percentage basis makes good sense because: (1)  
 23 it is consistent with the private marketplace where contingent fee attorneys are customarily compensated  
 24 on such a basis; (2) it aligns the interests of class counsel and absent class members in achieving the  
 25 maximum possible resolution of the case; and (3) it encourages the most efficient and expeditious  
 26 resolution of the litigation by providing an incentive for early, yet reasonable, settlement. Here, the  
 27 requested attorneys’ fees award in this case satisfies all of those factors and should be approved on a  
 28 percentage basis.

1                   **2. The Requested Percentage Fee Should Be Awarded**

2                   The percentage method is intended to mirror the practice in the private marketplace where  
3 contingent-fee attorneys typically negotiate percentage-fee arrangements with their clients. One of the best  
4 ways to demonstrate the value of counsel’s work to the class is to review the consideration agreed to be paid  
5 by the named plaintiffs. If the named plaintiffs have employed counsel on a contingency-fee basis, it would  
6 be inequitable for the class members, who will enjoy the benefits of the settlement without incurring the  
7 risks of litigation, to pay less than the named plaintiff. In this matter, Plaintiff has agreed to a contingency  
8 fee of at least 35% of the recovery. Aiwazian Decl., ¶ 8.

9                   Furthermore, a percentage-fee award is not dependent on a determination of the actual amount  
10 claimed by those entitled – it is the creation of the settlement that is the crucial fact. The California  
11 Supreme Court has held that “it is equitable that [the attorney’s] compensation and expenses should come  
12 from the entire fund saved for all classes concerned before it is distributed.” *Winslow v. Harold G.*  
13 *Ferguson Corp.* (1944) 25 Cal.2d 274, 284. Likewise, *Lealao* expressly held that a percentage-based fee  
14 that “may be calculated on the basis of the total fund made available rather than the actual payments made  
15 to the class.” *Lealao, supra*, 82 Cal.App.4th at 51.

16                   In *Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, in determining reasonable  
17 attorneys’ fees, the Court of Appeal valued a settlement based on the total value of the settlement made  
18 available to class members by the efforts of counsel, decided in favor of granting fees as a percentage of  
19 the total value of the settlement, and rejected an objection that the fees be awarded based on the exact  
20 amount claimed by class members. *Id.* at 247.

21                   Here, Class Counsel has obtained a substantial recovery on behalf of Plaintiff, the Class Members,  
22 and the State of California and the results achieved justify the award of a fee that is equivalent of the  
23 standard market fee and that is consistent with the contingency-fee agreement entered into by and between  
24 Plaintiff and Class Counsel. Thus, the requested award of attorneys’ fees is appropriate.

25                   **C. Attorneys’ Fees of 35% of the Settlement Is Supported by Ninth Circuit Precedent**

26                   Class Counsel seeks the approval of attorneys’ fees in the amount of \$805,000.00, which is 35% of  
27 the Gross Settlement Amount. An award of attorneys’ fees as a percentage of a settlement amount is well-  
28

1 established in Ninth Circuit jurisprudence.<sup>4</sup> The Ninth Circuit has made clear that when a settlement makes  
 2 funds available to a class of persons, attorneys' fees for the plaintiffs' counsel are properly calculated as a  
 3 percentage of the entire settlement amount. *See Williams v. MGM-Pathé Communications* (9th Cir.  
 4 1997)129 F.3d 1026, 1026-27.<sup>5</sup>

5 Substantial fee awards in successful cases encourage and support meritorious class actions, and  
 6 thereby promote private enforcement of, and compliance with, the law. The viability of wage-and-hour  
 7 laws, like other remedial statutes, depends on the ability of private litigants to seek redress through  
 8 litigation. The success of these lawsuits depends, in part, on the willingness of attorneys to bring them.  
 9 "Absent an award of fees that adequately compensates class counsel, the entire purpose and function of  
 10 class litigation under Rule 23 of the Federal Rules of Civil Procedure will be [] subverted to the interest of  
 11 those lawyers who would prefer to take minor sums to serve their self-interest rather than obtaining real  
 12 justice on behalf of their injured clients." *Allapattah Services, Inc. v. Exxon Corp.* (S.D. Fla. 2006) 454  
 13 F.Supp.2d 1185, 1217.

14 In the Ninth Circuit, 25% of the settlement amount is the "benchmark" for attorneys' fees awarded  
 15 under the percentage method. *Staton v. Boeing* (9th Cir. 2003), 327 F.3d 938, 968; *Vizcaino*, 290 F.3d at  
 16 1048. However, importantly, district courts often adjust the 25% benchmark upward if "the percentage  
 17 recovery would be [] too small [] in light of the hours devoted to the case or other relevant factors." *Six*  
 18 *Mexican Workers*, 904 F.2d, *supra*, at 1311.

19 In federal district courts in California, attorneys' fees tend to be awarded above the 25% federal  
 20 benchmark. *See Van Vranken v. Atl. Richfield Co.* (N.D. Cal. 1995) 901 F.Supp.294 at 297 (holding that  
 21 fee awards of 30-50% are more typical where total recovery is less than \$10 million); *Craft v. Cnty. of San*  
 22 *Bernardino* (C.D. Cal. 2008) 624 F.Supp.2d 1123, 1127 (holding that fee awards in cases where the  
 23 settlement amount is below \$10 million are often more than the 25% benchmark); *Clayton v. Knight*

24 <sup>4</sup> See *Vizcaino*, 290 F.3d 1047; *Six Mexican Workers v. Arizona Citrus Growers*, *supra*, 904 F.2d 1301,  
 25 1311; *Paul, Johnson, Alston & Hunt v. Graulty*, *supra*, 886 F.2d at 272; *In re Pacific Enterprises*  
 26 *Security Litigation* (9th Cir. 1995) 47 F.3d 373, 379; *In re Activision Sec. Lit* (N.D. Cal. 1989) 723  
 27 F.Supp. 1373, 1375.

28 <sup>5</sup> See also, *Boeing*, 444 U.S. at 480-81; see also *Six Mexican Workers*, 904 F.2d at 1311; *Masters v.*  
*Wilhelmina Model Agency, Inc.* (2d Cir. 2006) 473 F.3d 423, 437; *Waters v. International Precious*  
*Metals Corp.* (11th Cir. 1999) 190 F.3d 1291, 1295-96; *Glass v. UBS Financial Services, Inc.* (N.D.  
 Cal. Jan. 26, 2007) 2007 WL 221862, \*16.

1 *Transp.* (E.D. Cal. Oct. 30, 2013) 2013 WL 5877213, at \*23 (acknowledging that fee awards in the Central  
 2 District can be as high as 50%); *Singer v. Becton Dickinson and Co.* (S.D. Cal. June 1, 2010) 2010 WL  
 3 2196104, \*8 (approving attorneys' fees of 1/3 of the settlement amount and holding that the award was  
 4 similar to awards in other wage-and-hour class actions where fees ranged from 30.3-40%); *Romero v.*  
 5 *Producers Dairy Foods, Inc.* (E.D. Cal. Nov. 14, 2007) 2007 WL 3492841 (recognizing that "fee awards in  
 6 class actions average around one-third" of the settlement); *Vasquez v. Coast Valley Roofing, Inc.*, 266  
 7 F.R.D. 482, 491, 492 (E.D. Cal. 2010) (citing to wage-and-hour cases where courts approved awards  
 8 ranging from 30-33%); and *Garcia v. Gordon Trucking, Inc.*, No. CV 10-0324 AWI (SKO), 2012 WL  
 9 5364575 (E.D. Cal. Oct. 31, 2012) (approving fees in the amount of 33% of the settlement).

10 In *Vizcaino*, the Ninth Circuit laid out the factors to be considered in adjusting a fee award from the  
 11 "benchmark." *Vizcaino, supra*, 290 F.3d at 1047-1050. These factors include: (i) the size of the fund made  
 12 available (and thus the resulting size of the percentage fee award); (ii) the results obtained; (iii) the risk  
 13 taken on by plaintiffs' counsel in pursuing the case with no guarantee of victory or payment for the time and  
 14 effort expended; (iv) incidental or non-monetary benefits conferred by the settlement; (v) the effort  
 15 expended by plaintiffs' counsel; (vi) plaintiffs' counsel's reasonable expectations based on the  
 16 circumstances of the case and fee awards in other cases; and, to a certain extent, and (vii) the percentage fee  
 17 award originally contracted for between plaintiffs and plaintiffs' counsel. *Ibid.*

18 Each of these factors favors the attorneys' fees award sought by Class Counsel; however, some of  
 19 the most relevant factors to this Court's fee determination will be addressed herein.

### 20 ***1. The Risk Assumed by Class Counsel***

21 Class Counsel has borne the risks and costs of litigation by taking this case on a contingency basis.  
 22 Class Counsel invested time, effort, and money with no guarantee of recovery. In cases where the  
 23 "recovery is far from certain," an award of more than 25% of the settlement amount as attorneys' fees, is  
 24 appropriate. *In re Washington Public Power* (9th Cir. 1994) 19 F.4d 1291, 1300; *Vizcaino*, 290 F.3d, at  
 25 1048.

26 There is a real risk that no recovery will be obtained in complex class action cases, and numerous  
 27 contingent-fee cases, such as here, have resolved with plaintiffs' counsel receiving no compensation  
 28 whatsoever after devoting thousands of hours to litigation and advancing and incurring significant sums of

1 out-of-pocket expenditures. Here, the risks of further litigation included a determination that the claims  
 2 were unsuitable for class treatment and/or representative adjudication, failure to obtain certification, class  
 3 de-certification after certification of a class, allowing a jury to decide the claims, trial, and/or appeals.

4 Despite the risks involved in this case and the litigation obstacles, Class Counsel obtained a  
 5 Settlement on behalf of the Class and State of California in the total amount of \$2,300,000.00.

## 6 ***2. Efforts Expended by Class Counsel***

7 This was a highly contested case that required a significant amount of time and labor. The parties  
 8 actively litigated this case since it commenced on March 29, 2019. Both sides used the pre-mediation time  
 9 period to investigate the veracity, strength, and scope of the claims, and Class Counsel was actively  
 10 preparing the matter for class certification and trial. Aiwazian Decl., ¶ 5. Class Counsel conducted a  
 11 thorough investigation into the facts of the case, including, *inter alia*, interviews with Plaintiff and Class  
 12 Members, engaged in significant formal and informal discovery, and reviewed and analyzed a large  
 13 amount of data and documents, including, but not limited to: Plaintiff and other Class Members'  
 14 employment records, a detailed sampling of Class Members' time data, multiple iterations Defendant's  
 15 Employee Handbook, Defendant's Collective Bargaining Agreements, company policy  
 16 acknowledgements (including, but not limited to, Meal and Rest Period Policy Acknowledgement,  
 17 Employee Acknowledgement of Receipt of Meal Period and Rest Period Policy, California Meal Period  
 18 and Rest Breaks Policy Acknowledgement, and Employee Acknowledgement of Receipt of California  
 19 Policy Regarding Meal Period and Rest Breaks), internal memoranda, job descriptions, new hire  
 20 orientation checklist, Defendant's operations and employment practices, agreements (including, but not  
 21 limited to, Revocation of Meal Period Waivers, California Exceptions Record for Missed Meal Period  
 22 and/or Rest Breaks, California Consent and Agreement for Waiver of Meal Periods, and California  
 23 Revocation of Meal Period Waivers), forms, procedures, and policies (including, but not limited to,  
 24 California Meal Period and Rest Breaks Policy, Overtime Compensation policy, and Payroll Time  
 25 Reports policy), among other information and documents. *Ibid.* These documents and information  
 26 provided Class Counsel with a critical understanding of the nature of the work performed by Class  
 27 Members and Defendant's written and unwritten policies, practices, and procedures, and were used in  
 28 analyzing liability, damages, and penalties issues in connection with all phases of the litigation, and



LAWYERS for JUSTICE, PC  
410 West Arden Avenue, Suite 203  
Glendale, California 91203

1 ultimately with mediation and settlement negotiations. *Ibid.* Class Counsel propounded multiple sets of  
2 discovery requests onto Defendant (specifically, Requests for Production of Documents (Set One);  
3 Special Interrogatories (Sets One & Two); and Form Interrogatories – General (Set One)), noticed the  
4 depositions of Defendant’s Person Most Knowledgeable designees, prepared initial disclosures, and  
5 reviewed Defendant’s initial disclosures. *Ibid.* The parties also met and conferred on numerous  
6 occasions over issues relating to the pleadings, motion practice, jurisdiction, discovery, mediation,  
7 settlement negotiations, and the Settlement. *Ibid.*

8 Class Counsel dedicated staffing and monetary resources necessary to prosecute the case  
9 diligently and with maximum efficiency and has fully and actively participated in this litigation process.  
10 *Id.*, ¶¶ 10-11. The Attorney Task and Time Chart, which is attached as “**EXHIBIT A**” to the  
11 accompanying Declaration of Edwin Aiwarzian sets forth in detail the hours that Class Counsel has spent  
12 performing tasks and the hours that Class Counsel is expected to perform tasks leading up to the Final  
13 Approval Hearing, on behalf of Plaintiff and the Class Members. *Id.*, ¶ 10, Exh. A. As of the Final  
14 Approval Hearing, Class Counsel will have spent a total of **769.70 hours** to obtain a significant recovery  
15 and bring this case to a successful conclusion. *Id.*, ¶ 11.

16 Accordingly, Class Counsel expended significant efforts in the litigation of this matter, and this  
17 factor weighs in favor of the requested attorneys’ fees.

18 **3. Class Counsel Obtained Significant Relief for the Class**

19 The Settlement at this stage is preferred over continued litigation because such resolutions save time  
20 and money that would otherwise go to litigation. The risks and expenses of further litigation outweighed  
21 any benefit that might have been gained otherwise. The Settlement provides an immediate recovery, as  
22 opposed to an uncertain result in the future after prolonged litigation involving expert discovery, trial  
23 preparation, class certification proceedings, and potential appellate review of those proceedings. The  
24 Settlement offers present relief and/or recovery to Class Members and Settlement Class Members while  
25 avoiding further expense, risk, and delay in obtaining possible further recovery at an unknown time in the  
26 future.

27 ///

28 ///

1 As a result of this litigation and extensive settlement negotiations, Defendant agreed to pay a Gross  
 2 Settlement Amount of up to \$2,300,000.00 to resolve this matter. After deducting attorneys' fees  
 3 (\$805,000.00), litigation costs and expenses (combined, \$21,696.82), Class Representative Enhancement  
 4 Payment (\$8,500), PAGA Penalties (\$250,000.00), and Settlement Administration Fees and Costs  
 5 (\$15,000) from the Gross Settlement Amount, it is currently estimated that the Net Settlement Amount that  
 6 will be fully distributed to Settlement Class Members is approximately \$1,199,803.18. The Employees  
 7 PAGA Portion, 25% of the PAGA Penalties, which is \$62,500.00, will be distributed to all Class  
 8 Members. The Settlement Administrator has informed the parties that there are five hundred and fifty  
 9 (550) Class Members. *Id.*, ¶ 20. The highest estimated gross Individual Settlement Payment is  
 10 currently estimated to be \$6,560.16 and the average estimated gross Individual Settlement Payment is  
 11 currently estimated to be \$2,130.00. *Ibid.* The highest estimated Individual PAGA Payment is  
 12 currently estimated to be \$349.99 and the average gross Individual PAGA Payment is currently  
 13 estimated to be \$113.64. *Ibid.* Also, the State of California will receive \$187,5000 for its 75% share  
 14 of the PAGA Penalties.

15 The Settlement offers significant monetary relief to the Class Members and the State of California.  
 16 As such, the requested fees award is reasonable.

#### 17 **4. The Skill and Reputation of the Attorneys**

18 Class Counsel is a recognized class action law firm that employed its attorneys' knowledge, skills,  
 19 and experience in bringing this case to a successful conclusion. Class Counsel has years of complex and  
 20 class action litigation experience, has recovered millions of dollars on behalf of thousands of individuals in  
 21 California, and has successfully handled significant wage-and-hour class action and complex cases. *Id.*, ¶¶  
 22 17 & 18.

23 Defendant retained well-respected counsel to represent its defenses, and the ability of Class Counsel  
 24 to obtain the Settlement in the face of formidable legal opposition confirms the quality of Class Counsel's  
 25 representation. *See In re KeySpan Corp. Sec. Litig.* (E.D.N.Y. Sept. 30, 2005) No. 01-cv-5852 (ARR)  
 26 (MDG) 2005 WL 3093399, at \*11 ("The quality of opposing counsel is also important in evaluating the  
 27 quality of Class Counsel's work").

28 ///

1                   **5. Federal Courts Regularly Award Fees in Excess of the Percentage Amount Sought**

2                   Class Counsel’s request for attorneys’ fees of up to 35% of the Gross Settlement Amount is  
 3 commensurate with federal court and, in particular, Ninth Circuit decisions, namely, case surveys reflect  
 4 that awards within this range, or more, are common. *See, e.g.,* Newberg, Newberg on Class Actions, 4th  
 5 Ed., 2002 §14.6. Many courts have approved percentage fee awards equivalent to or greater than the  
 6 percentage requested here, even when the award has involved a substantial lodestar multiplier. *See, e.g., In*  
 7 *re Ampicillin Antitrust Litigation* (D.D.C. 1981) 526 F.Supp. 494 (awarding attorneys’ fees in the amount of  
 8 45% of the settlement amount); *Beech Cinema, Inc. v. Twentieth-Century Fox Film Corp.* (S.D.N.Y. 1979)  
 9 480 F.Supp. 1195, *aff’d* (2nd Cir. 1980) 622 F.2d 1106 (awarding approximately 53% of settlement amount  
 10 as attorneys’ fees); *Van Gemert v. Boeing Co.* (S.D.N.Y. 1981) 516 F.Supp. 412, 420 (awarding attorneys’  
 11 fees in the amount of approximately 36% of the settlement amount); *In re Buspirone Patent & Antitrust*  
 12 *Litig.* (S.D.N.Y. Apr. 11, 2003) MDL No. 1413, 2003 U.S. Dist. LEXIS 26538 (applying a multiplier over  
 13 eight times counsel’s lodestar); *North Shore Hematology-Oncology Assoc., P.C. v. Bristol-Myers Squibb*  
 14 *Co.* (D.D.C. Nov. 30, 2004) No. 1:04-cv-248 (EGS) (applying a multiplier of over eight times counsel’s  
 15 lodestar); *In re Relafen Antitrust Litig.* (Order and Final Judgment dated Apr. 9, 2004) (D. Mass) No. 1:01-  
 16 cv-12239 (WGY) (applying a multiplier of 4.88).

17                   **D. The Lodestar Methodology Also Justifies Approval of The Requested Attorneys’ Fees.**

18                   While the percentage-of-the-benefit approach is warranted as the primary basis of the fees award,  
 19 courts may also use the lodestar method to “cross-check” the results of the other. *Vizcaino*, 290 F.3d, *supra*,  
 20 at 1050; *Laffitte v. Robert Half Int’l, Inc.* (2016) 1 Cal.5th at 506 (explaining that “[a] lodestar cross-check  
 21 is simply a quantitative method for bringing a measure of the time spent by counsel into the trial court’s  
 22 reasonableness determination”); *Wershba v. Apple Computer, Inc., supra*, 91 Cal.App. at 253. Importantly,  
 23 “the lodestar calculation ... does not override the trial court’s primary determination of the fee as a  
 24 percentage” of the settlement amount and “does not impose an absolute maximum or minimum on the  
 25 potential fee award.” *Laffitte, supra*, 1 Cal.5th at 505.

26                   “Under the lodestar method, the court multiplies a reasonable number of hours by a reasonable  
 27 hourly rate.” *Fischel v. Equitable Life* (9th Cir. 2002) 307 F.3d 997 at 1006. As with the percentage  
 28 method, “a court can adjust the lodestar upward ... based on certain factors.” *Id.* at 1007. Increasing the

1 lodestar is done by the inclusion of a “multiplier.” *Vizcaino*, 290 F.3d at 1051. The *Vizcaino* Court found  
 2 that 83% of courts in the settled cases it surveyed assessed a multiplier between 1.0 and 4.0. *Id.* at 1051, n.  
 3 6. Even when courts have opted to award fees in settlement fund cases based on time reasonably  
 4 expended on the action, courts have generally awarded these fees based on the actual time expended  
 5 (the lodestar) in conjunction with a multiplier of between 2 and 4. *Kerr v. Screen Extras Guild, Inc.*  
 6 (9th Cir. 1975) 526 F.2d 67. Such a multiplier is warranted in this case.

7 Courts frequently apply multipliers to enhance the lodestar to reflect the risks involved, the  
 8 complexity of the litigation, and the other relevant facts. *Vizcaino*, 290 F.3d at 1051. Such an  
 9 enhancement “mirrors the established practice in the private legal market of rewarding attorneys for  
 10 taking the risk of nonpayment by paying them a premium over their normal hourly rates for winning  
 11 contingency cases.” *Vizcaino*, 290 F.3d at 1051; accord *Ketchum*, 24 Cal.4th at 1132-33. A risk  
 12 multiplier also serves to bring the financial incentives for enforcing important rights “into line with  
 13 incentives [attorneys] have to undertake claims for which they are paid on a fee-for-services basis.”  
 14 *Ketchum*, 24 Cal. 4th at 1132.

15 In determining whether or not to enhance the lodestar, courts take into account multiple factors,  
 16 many of which were specifically addressed above. See *In re Bluetooth Headset Prods. Liab. Litig.*, 654  
 17 F.3d 935, 941–42 (9th Cir.2011). Multiple factors warrant enhancement in this case, including the  
 18 quality of representation, the benefit obtained for the Class and State of California, the complexity of  
 19 the issues, and the risk of non-payment. *Id.*, at 942.

20 As discussed above, this was a highly-contested matter which required an extensive amount of  
 21 time and labor. Defendant raised defenses and denied liability, and the case involved gathering and  
 22 analyzing a large amount of documents and data not only from Defendant but also from Plaintiff, Class  
 23 Members, and other sources, and conducting significant formal and informal discovery. The handling  
 24 of this matter involved a great amount of effort, and required the exercise of high-level of skill, which  
 25 Class Counsel has as a result of extensive experience in employment class actions and wage-and-hour  
 26 litigation. Class Counsel has been actively involved in the prosecution of this matter, prior to its  
 27 commencement and Class Counsel’s work has continued all the way up to the present. Class Counsel’s  
 28 dedication to providing representation in this matter, to prosecute the class and PAGA claims, has

1 precluded other employment.

2 Most importantly, all services were performed by Class Counsel on a contingent basis. Both  
 3 California and federal courts recognize that attorneys should be compensated for taking on such  
 4 contingent risks and provided with financial incentives to enforce important rights and protections like  
 5 those at issue in the matter at hand. See, e.g., *Vizcaino*, 290 F.3d at 1051; *Ketchum*, 24 Cal. 4th at  
 6 1132- 33. Here, Class Counsel bore the risk that, despite all of its efforts and the skill employed, there  
 7 may be no recovery. Therefore, at a minimum, Class Counsel is entitled to a risk multiplier. The  
 8 results obtained by way of Class Counsel’s efforts are significant here. Class Counsel was successful  
 9 in achieving substantial results in the form of a settlement of \$2,300,000.00. Also, Class Counsel’s  
 10 efforts throughout the case demonstrate dedication to the interests of the Class Members.

11 Class Counsel’s application for attorneys’ fees in light of the facts and circumstances  
 12 surrounding the matter is well within the range of reasonableness. As set forth in the Attorney Task  
 13 and Time Chart, attached as an exhibit to the Declaration of Edwin Aiwazian, Class Counsel has spent  
 14 769.70 hours litigating the case and finalizing the Settlement. Aiwazian Decl., ¶ 10, Exh. A. The base  
 15 lodestar value of work performed by attorneys at Lawyers for Justice, PC is \$573,597.50, and applying a  
 16 modest multiplier of 1.41, the total enhanced lodestar fee is \$808,772.48. *Id.*, ¶¶ 10-11. Class Counsel  
 17 seeks an attorneys’ fee award of \$850,000.00 (equal to 35% of the Gross Settlement Amount based on  
 18 the Settlement Agreement). Far greater multipliers have been awarded in similar cases, and the total  
 19 amount of fees sought by Class Counsel is also reasonable compared to fees awarded in similar cases.  
 20 Courts routinely enhance lodestar amounts based on multipliers that “range from **2 to 4 or even higher**.  
 21 *Vizcaino*, 290 F.3d at 1051 (approving **multiplier of 3.65**); *Wal-Mart Stores, Inc. v. Visa U.S.A., Inc.*  
 22 (2d Cir. 2005) 396 F.3d 96, 123 (approving **multiplier of 3.5**); *Craft v. County of San Bernardino*  
 23 (C.D. Cal. 2006) 624 F.Supp.2d 1113, 1125 (awarding **multiplier of 5.2** and referring to other cases  
 24 with cross-check **multipliers ranging from 4.5 to 19.6**).

25 Therefore, the application of a modest multiplier of 1.41 is warranted, and the lodestar method as a  
 26 cross-check to the percentage fee award sought strongly supports the reasonableness of the requested  
 27 attorneys’ fees. Accordingly, Plaintiff respectfully requests that the Court award attorneys’ fees in the  
 28 amount of \$805,000.00 to Class Counsel.

**V. LITIGATION COSTS AND EXPENSES TO BE REIMBURSED TO CLASS COUNSEL**

The Settlement provides for reimbursement of litigation costs and expenses of up to \$50,000. As set forth in the Declaration of Edwin Aiwazian, Class Counsel has incurred a total of \$21,696.82 in litigation costs and expenses. Aiwazian Decl., ¶ 20. This amount was reasonable and necessary in the prosecution of this matter and to obtain the Settlement. *Ibid.* The difference between the allocated costs and the costs Class Counsel has incurred, which is \$28,303.18, will remain a part of the Net Settlement Amount, which will be distributed to the Settlement Class Members in accordance with the Settlement. *Ibid.* Accordingly, Class Counsel requests that the Court award litigation costs and expenses in the amount of \$21,696.82 to Class Counsel.

**VI. CONCLUSION**

For the foregoing reasons, Plaintiff respectfully requests that the Court award the Attorneys' Fees and Costs to Class Counsel, in their entirety, as sought herein.

Dated: May 23, 2022

**LAWYERS for JUSTICE, PC**

By:



Edwin Aiwazian  
*Attorneys for Plaintiff and the Class*

LAWYERS for JUSTICE, PC  
410 West Arden Avenue, Suite 203  
Glendale, California 91203