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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN BERNARDINO

12 **MONICA JACKSON**, individually and on
13 behalf of all others similarly situated,

14 Plaintiff,

15 vs.

16 **UNIVERSITY OF REDLANDS**, a California
17 Non-Profit Corporation,

18 Defendant.

CASE NO. CIVSB2133143

**MEMORANDUM OF POINTS AND
AUTHORITIES IN SUPPORT OF
PLAINTIFF'S MOTION FOR APPROVAL
OF ATTORNEYS' FEES AND COSTS AND
SERVICE AWARD FOR CLASS
REPRESENTATIVE**

Date: September 18, 2023

Time: 9:00 a.m.

Dept. S26

Hon. David Cohn

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I. INTRODUCTION

In conjunction with her motion for final approval, Plaintiff Monica Jackson moves this Court for an award of attorneys' fees in the amount of \$233,333.33, representing 1/3 of the \$700,000 Gross Settlement Amount; reimbursement of litigation expenses in the amount of \$14,964.50; and a \$7,500 service award for the Class Representative. The Notice informed the Class of the requested fees, costs, and service awards; *not one* of the 1,113 Class Members objected and only 5 have opted out.

As set forth in this motion, Class Counsel believe this request is appropriate because of the result achieved for the Class, and the risk and financial burden Class Counsel undertook to litigate this novel and complex case. The Settlement provides robust monetary payments with average and high payments to Reimbursement Class Members¹ of \$334.80 and \$877.53; and average and high payments to Adjunct Professor Class Members² of \$132.00 and \$512.64. These are excellent results considering Defendant's contentions on class certification and on the merits, which are discussed below.

The requested attorneys' fees represent one-third of the GSA routinely awarded fees under the common fund approach. Under a lodestar cross-check, the requested fees represent a multiplier of only 1.76 to Class Counsel's lodestar — a lodestar that will increase as Class Counsel performs the remaining work to present this final approval motion to the Court and ensure that the Settlement is correctly distributed to the Class.

The actual out-of-pocket costs incurred (or that will be incurred) in connection with this litigation is \$14,964.50. This is \$10,035.50 less than the \$25,000.00 allowed by the Settlement, and the difference will be added to the Net Settlement and increase each Class Members share.

The \$7,500 service award for Plaintiff Jackson is reasonable and commensurate with the risks taken and effort expended by Plaintiff, without whose effort the Class would not have recovered their alleged unpaid wages, unreimbursed expenses, or statutory and civil penalties, and in consideration of the fact that the Plaintiff is entering into broad general release which the other Class Members are not.

Accordingly, the Court should approve the requested amounts in full.

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¹ This class consists of 1,100 current and former employees of Defendant in California (including Adjunct Professors Class Members) from March 20, 2020 through March 1, 2022 (the "Reimbursement Claim Period"). Settlement Agreement ¶ 1.38

² This class consists of 310 individuals employed as Adjunct Professors by Defendant in California from January 22, 2021 through January 24, 2023 ("Adjunct Professor Unpaid Wages Class Period"). Settlement Agreement ¶ 1.2

1 **II. THE REQUESTED ATTORNEYS' FEES ARE REASONABLE**

2 **A. *The Overwhelmingly Positive Reaction of the Class and Excellent Result Obtained Support***
3 ***Approval of the Requested Attorneys' Fees and Costs***

4 The positive reaction of the Class supports the requested fee award. The Court-approved Notice
5 informed Class Members of the requested attorneys' fees, costs, and class representative service awards.
6 To date, no Class Member has objected to the Settlement and only five Class Members opted out. *See*
7 Declaration of Kevin Lee Regarding Settlement Notice Administration ("Lee Decl."), filed herewith, ¶¶
8 8, 9.

9 This overwhelmingly positive reaction is consistent with the substantial benefit achieved for the
10 Class. Adjunct Professor Class Members' average and high payments are \$132.00 and \$512.64,
11 respectively; and Reimbursement Class Members' average and high payments are \$334.80 and \$877.53,
12 respectively. Lee Decl. ¶¶ 15-16. These are substantial recoveries in light of the very real risk Plaintiff
13 faced of recovering nothing for the Class in light of Defendant's contentions that Plaintiff would not be
14 able to certify her Adjunct Professor Class claims, because whether they attended training, whether the
15 training was mandatory, whether they submitted their hours and were paid, and whether Defendant knew
16 or should have known about each individual Adjunct Professor' training, would lead to multiple
17 individualized inquires; or certify her Reimbursement class claims, because which departments and
18 schools they worked in, and when they started and ended to work-from-home, would lead to multiple
19 individualized inquires as well. Declaration of Julian Hammond ISO Pls.' Mot. for Final App. of Class
20 Action Settlement and Mot. for App. of Attys' Fees and Costs, and Service Awards for Class Reps., filed
21 herewith, ("Hammond Final Decl.") ¶ 48. Defendant also contended that Plaintiff would lose on the
22 merits because it maintained a written policy and practice requiring Adjunct Professors to record all time
23 worked and prohibited any off-the-clock work; Defendant's contention that paid out over \$744,000 in
24 reimbursements during the Reimbursement Claim Period which more than covered any remote work
25 expenses incurred by the Reimbursement Class; Defendant's contention that Plaintiff's estimate of the
26 remote work expense Reimbursement CMs incurred each month was grossly inflated; and Defendant's
27 contention that most Reimbursement Claim CMs returned to the office by Summer 2021 so Defendant
28 had no liability for remote work expenses after that. Hammond Final Decl. ¶¶ 46-47.

24 **B. *The Requested Attorneys' Fees Are Reasonable Under the Percentage of the Fund and***
25 ***Lodestar Crosscheck***

26 The award of attorneys' fees in common fund wage and hour class action settlements should start
27 with the percentage method. *See Laffitte v. Robert Half Int'l*, 1 Cal. 5th 480, 503 (2016) ("We join the
28 overwhelming majority of federal and state courts in holding that when class action litigation establishes

1 a monetary fund for the benefit of the class members, and the trial court in its equitable powers awards
2 class counsel a fee out of that fund, the court may determine the amount of a reasonable fee by choosing
3 an appropriate percentage of the fund created.”). The Supreme Court has also affirmed the lodestar
4 crosscheck in determining the propriety of a fees award. *See id.* at 490 (citing *Hensley v. Eckerhart*, 461
U.S. 424 (1983)). Here, the attorneys’ fees requested are reasonable under both approaches.

5 **1. The Requested Fees Are Reasonable Under the Common Fund Approach**

6 **a) Plaintiff has Created a Substantial Common Fund**

7 Courts in California have long recognized the equitable “common fund” doctrine under which
8 attorneys who create a common fund or benefit for a group of persons may be awarded their fees and
9 costs out of that fund. “[W]hen a number of persons are entitled in common to a specific fund, and an
10 action brought by a plaintiff or plaintiffs for the benefit of all results in the creation or preservation of
11 that fund, such plaintiff or plaintiffs may be awarded attorney’s fees out of the fund.” *Serrano v. Priest*,
20 Cal. 3d 25, 34 (1977); *see also Boeing Co. v. Van Gemert*, 444 U.S. 472, 478 (1980) (“[A] lawyer
12 who recovers a common fund . . . is entitled to reasonable attorneys’ fee from the fund as a whole”).

13 Here, there is an easily calculable \$700,000 common fund that will provide substantial benefits
14 to the class. *See Serrano* 20 Cal. 3d at 35 (common fund approach is available when Class Counsel’s
15 efforts “have resulted in the preservation or recovery of a certain or easily calculable sum of money - out
of which sum or ‘fund’ the fees are to be paid.”).

16 **b) Fee Award of One-Third of the Common Fund Is Reasonable**

17 The requested fees represent one-third of the Gross Settlement Amount—a percentage routinely
18 awarded in common fund settlements. *See e.g., Chavez v. Netflix, Inc.*, 162 Cal. App. 4th 43, 66, n.11
19 (2008) (“[e]mpirical studies show that, regardless of whether the percentage method or the lodestar
20 method is used, fee awards in class actions average around one-third of recovery.”). This percentage is
21 in line with (or lower than) the contingency fee that Class Counsel would have agreed to with the class
22 members in individual cases. Hammond Final Decl. ¶ 10; *see, e.g., Matter of Cont’l Ill. Sec. Litig.*, 962
23 F.2d 566, 572 (7th Cir. 1992) (in a common fund case, the object “is to give the lawyer what he would
have gotten in the way of a fee in an arm’s length negotiation, had one been feasible”).

24 **c) The Requested Fees Are Fair and Reasonable**

25 The requested fees constitute a reasonable charge to the Class in light of (1) the excellent results
26 achieved for the Class; (2) the risk of litigation including the complexity and novelty of the case; (3) the
27 financial burden carried by Class Counsel litigating this case on a contingent basis; (4) preclusion of

1 other income-generating work; (5) similar contingent fee arrangements in private litigation; and (6)
2 awards made in similar cases.

3 ***i. Plaintiff Obtained Excellent Results***

4 Class Counsel obtained an excellent result with an average and high share of \$132.00 and
5 \$512.641 for Adjunct Professor CMs; and \$334.80 and \$877.53 for Reimbursement Class CMs. Lee
6 Decl. ¶¶ 15-16. In addition, since the COVID-19 state of emergency ended in Summer 2021, Defendant
7 allowed its employees to return to work from the office. Hammond Final Decl. ¶ 47. Thus, the violations
8 alleged by the Plaintiff on behalf of the Reimbursement Class are no longer continuing.

9 ***ii. Risk of Litigation and Novelty and Complexity of the Case***

10 Plaintiff's Counsel have expended 190 hours on the work related to this case and incurred nearly
11 \$15,000 in out-of-pocket expenses to date, all as-yet uncompensated, and without any certainty of
12 receiving payment. Hammond Final Decl. ¶ 44. The litigation was particularly risky in this case because
13 of several potential defenses, which, if successful, could result in a finding that Adjunct Professor Class
14 Members were paid all wages owed to them and that Reimbursement Class Members were reimbursed
15 for all of their out-of-pocket expenses. *Id.* ¶¶ 46-47. Plaintiff also faced the risk of losing on class
16 certification. *Id.* ¶ 48. Whichever party lost on these contested issues would appeal which would take
17 years to resolve. *Id.* ¶ 51. The uncertainties of continued litigation presented a very real risk that Plaintiff
18 would be unable to litigate their class claims at all.

19 ***iii. Preclusion of Other Income-Generating Work***

20 Taking this case required Class Counsel to divert attorney time away from other fee-generating
21 work. *See Serrano*, 20 Cal. 3d at 49 (one of the factors that weighs in favor of granting request for
22 attorneys' fees is "the extent to which the nature of the litigation precluded other employment by the
23 attorneys"). Hammond Final Decl. ¶ 53.

24 ***iv. Percentage Requested Is Consistent with the Private Marketplace***

25 The requested one-third of the GSA is in line with the fee that Class Counsel would have expected
26 if they had negotiated individual retainer agreements with each Class Member. Hammond Final Decl. ¶
27 10. Such an award ensures that Class Counsel receive an appropriate fee for the benefit conferred on the
28 Class, particularly when it would be impossible *ex ante* to enter a fair fee arrangement with all the
members of the Class.

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v. Awards in Similar Cases

Class Counsel has been awarded 1/3 or more of the common fund in other wage and hour cases including *Harrold v California Family Health LLC*, Case No. 34-2022-00323409 (Sacramento County Superior Court) (August 11, 2023) (approving fees of 35% of \$223,000 representative action settlement); *Carr et al v Konica Minolta Business Solutions U.S.A., Inc.*, Case No. 21CV001245 (Alameda County Superior Court) (June 27, 2023) (approving fees of 1/3 of \$1,247,907.53 class settlement); *Castillo v Holy Names University*, Case No. HG21097245 (Cal. Sup. Ct. Alameda Cnty., May 2, 2023) (approving fees of 1/3 of \$907,701 wage and hour class settlement); and other cases listed in Hammond Final Decl. ¶ 7.

2. The Fees Request Is Reasonable Under the Lodestar Crosscheck

To perform a lodestar cross-check of a common fund fee award, the Court compares the requested fee to Class Counsel’s “lodestar” – *i.e.*, the hours reasonably spent on the case multiplied by counsel’s reasonable hourly rates. *In re Consumer Privacy Cases*, 175 Cal. App. 4th 545, 556-57 (2009). If the percentage-of-the-fund fee reflects a multiplier of Class Counsel’s lodestar that is “extraordinarily high or low, the trial court should consider whether the percentage used should be adjusted . . . , but the court is not necessarily required to make such an adjustment.” *Laffitte*, 1 Cal. 5th at 505. The lodestar calculation “does not override the trial court’s primary determination of the fee as a percentage of the common fund and thus does not impose an absolute maximum or minimum on the potential fee award.” *Id.* “Multipliers can range from 2 to 4 or even higher.” *Wershba*, 91 Cal. App. 4th at 255.

In general, a positive multiplier can be desirable to reflect the contingent nature and risk associated with the action, as well as other factors such as the degree of skill required and the ultimate success achieved. *See Ketchum v. Moses*, 24 Cal. 4th 1122, 1132 (2001) (also explaining that the “purpose of a fee enhancement, or so-called multiplier, for contingent risk is to bring the financial incentives for attorneys enforcing important . . . rights”). *Laffitte*, 1 Cal. 5th at 504 (in wage and hour class action, trial court properly considered novelty, difficulty, and skill displayed in determining 2.03-2.13 multiplier reasonable as cross-check to 33% fee).

Here, Plaintiff’s Counsel seeks compensation for 190 hours expended by attorneys whose rates range from \$425 to \$925 per hour, as follows:

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| Attorney | Position | Admission | Rate | Hours | Lodestar |
|-------------------|-------------|-----------|-------|--------------|---------------------|
| Julian Hammond | Principal | 2000 | \$925 | 26.9 | \$24,882.50 |
| Adrian Barnes | Sr. Counsel | 2007 | \$775 | 1.7 | \$1,317.50 |
| Polina Brandler | Counsel | 2010 | \$750 | 69.4 | \$52,050.00 |
| Ari Cherniak | Associate | 2011 | \$650 | 66.3 | \$43,095.00 |
| Steven Greenfield | Attorney | 2000 | \$425 | 25.7 | \$10,922.50 |
| Total | | | | 190.0 | \$132,267.50 |

Hammond Final Decl. ¶ 40. The combined lodestar is \$132,267 and the requested fee award thus amounts to a 1.76 multiplier. *Id.* This does not include the additional hours Class Counsel will spend finalizing the instant motion and the final approval motion, obtaining final approval, and seeing this case through to conclusion. *Id.* ¶ 41. A multiplier is appropriate given Class Counsel’s success in achieving an excellent result for the Class, for taking on a contingent risk to do so, for the novelty and complexity of this case, and other factors discussed above.

a) Hours Spent by Plaintiff’s Counsel Were Reasonable

Applying the first step of the lodestar analysis, Class Counsel have expended at least 190 hours in this litigation to date for a combined lodestar of at least \$132,267. Hammond Final Decl. ¶ 40. Summary reports of these hours are included in the Hammond Decl. ¶¶ 13-23, and Class Counsel’s billing records are attached as **Exhibit 2** to the Hammond Decl. Plaintiff’s Counsel’s time litigating this case includes interviewing the named Plaintiff, reviewing her documents, drafting and filing the PAGA Notice, the Complaint, and First Amended Complaint; meeting and conferring with Defendant regarding informal discovery; and analyzing data provided by Defendant including (1) Class size, (2) the number of workweeks, pay periods, and online credits taught, (3) a sample of wage statements and Course Assignment letters issued to Adjunct Professors, (4) Plaintiff’s Personnel File, (4) Faculty Handbook, (5) Academic Calendars, (6) Payroll Schedules, (7) a spreadsheet of trainings completed by Adjunct Professors; (8) the Reimbursement Class size, (9) the number of workweeks, pay periods, and months worked by the Reimbursement Class, (10) a list of online courses taught during the relevant period, and (11) Expense Reimbursement Policies and Procedures. *Id.* ¶¶ 13-18. Plaintiff’s Counsel also spent time conducting surveys and interviews of Adjunct CMs; drafting a detailed mediation brief; attending mediation; negotiating the settlement and drafting the settlement agreement; drafting settlement approval papers; and overseeing the class notice process. *Id.* ¶¶ 19-23. Thus, the hours spent by Plaintiff’s Counsel were “reasonably necessary to the conduct of the litigation.” *Robertson v. Fleetwood Travel Trailers of Cal., Inc.*, 144 Cal. App 4th 785, 818 (2006).

1 Plaintiff's Counsel made every effort to staff and litigate this case efficiently by coordinating the
2 work of attorneys, minimizing duplication, and assigning tasks in a cost-efficient manner based on the
3 timekeepers' experience levels and talents. Hammond Final Decl. ¶ 34-36. Finally, Plaintiffs avoided
4 the need for extensive litigation by successfully settling less than a year after filing the lawsuit. Id. ¶ 6.

4 **b) Plaintiff's Counsel's Hourly Rates Are Reasonable**

5 The rates claimed are reasonable if they are "within the range of reasonable rates charged by and
6 judicially awarded comparable attorneys for comparable work." *Children's Hosp. & Med. Ctr. v. Bonta*,
7 97 Cal. App 4th 740, 783 (2007). Courts consider the "prevailing market rates in the relevant
8 community," as well as the "experience, skill, and reputation of the attorney requesting fees." *Heritage*
9 *Pac. Fin., LLC v. Monroy*, 215 Cal. App 4th 972, 1009 (2013). In complex litigation like class action
10 employment cases, the appropriate market is that governing rates for attorneys engaged in "equally
11 complex" matters. *Hensley*, 461 U.S. at 430, n.4.

11 Class Counsel's current rates have been approved by a California Court in *Harrold v California*
12 *Family Health LLC*, Case No. 34-2022-00323409 (Sacramento County Superior Court) (August 17,
13 2023); *Castillo, et al. v. Holy Names University, Inc.*, Case No. 22CV005286 (Alameda County Superior
14 Court, May 2, 2023); *Harris v. Southern New Hampshire University*, Case No. RG21109745 (Alameda
15 County Superior Court, May 17, 2023); and *Carr et al v Konica Minolta Business Solutions U.S.A., Inc.*,
16 Case No. 21CV001245 (Alameda County Superior Court) (June 27, 2023) (awarding 2.1 multiplier
17 calculated using my firm's 2023 rates). Hammond Final Decl. ¶ 37. HL's slightly lower 2022 hourly
18 rates have been approved in the many cases listed in Hammond Final Decl. ¶ 39.

18 **c) A Multiplier is Appropriate**

19 "After making the lodestar calculation, the court may augment or diminish that amount based on
20 a number of factors specific to the case, including the novelty and difficulty of the issues, the attorneys'
21 skill in presenting the issues, the extent to which the case precluded the attorneys from accepting other
22 work, and the contingent nature of the work." *Ctr. for Biological Diversity v. County of San Bernardino*,
23 188 Cal. App 4th 603, 616 (2010).

24 Class Counsel's fees request represents a multiplier of 1.76, although that multiplier will be
25 reduced by the conclusion of the case. Hammond Final Decl. ¶ 41. This is well within the range of
26 multipliers approved by California Courts of Appeal. *See, e.g., Wershba v. Apple Computer, Inc.*, 91 Cal
27 App. 4th 224, 255 (2001) (lodestar "multipliers can range from 2 to 4 or even higher"); *Laffitte*, 1 Cal.
28 5th at 480, 488 (upholding a multiplier, on crosscheck, of between 2.03 and 2.13 which the trial court

1 awarded based on “the novelty and difficulty of the questions involved, the skill displayed in presenting
2 them, the extent to which the litigation precluded other employment by the attorneys and the inherent
3 risk whenever there is a fee award that is contingent.”). Superior Courts regularly approve similar or
4 higher multipliers in similar cases handled by Class Counsel including *Carr et al v Konica Minolta*
5 *Business Solutions U.S.A., Inc.*, Case No. 21CV001245 (Alameda County Superior Court) (June 27,
6 2023) (awarding 2.1 multiplier) *Glor v. iHeart Media + Entm’t, Inc.*, Case No. 22CV005286 (Alameda
7 County Superior Court, February 14, 2023)(awarding 2.12 multiplier); *Burleigh v. Brandman University*,
8 Case No. 30-2020-01172801-CU-OE-CXC (Orange County Superior Court, January 27, 2023)
9 (awarding 2.1 multiplier); and other cases listed at the Hammond Final Decl. ¶ 42.

10 ***i. Novelty and Complexity of the Case***

11 Even if Plaintiff successfully certified all or some of her claims, and won at trial, the losing party
12 would likely appeal, which would take years to resolve. The uncertainties of continued litigation put
13 Class Members at a risk of recovering nothing. Hammond Final Decl. ¶ 44. Instead, Class Counsel
14 resolved the matter on very favorable terms to the Class in an early mediation. Id. ¶ 6.

15 ***ii. Excellent Result Achieved***

16 The results achieved for the Class are excellent with average and high payments of \$334.80 and
17 \$877.53 for Reimbursement Claim CMs; and \$132.00 and \$512.64 for Adjunct Professor CMs. Lee Decl.
18 ¶¶ 15-16. This Settlement represents an excellent recovery and vindicates Class Members’ core statutory
19 rights to be paid for all hours worked and to be reimbursed for necessarily incurred business expenses.

20 ***iii. Preclusion of Other Employment***

21 The litigation resulted in Class Counsel foregoing other employment. *Serrano*, 20 Cal. 3d at 49
22 (finding that one of the factors that weighs in favor of granting a request for attorneys’ fees is the “the
23 extent to which the nature of the litigation precluded other employment by the attorneys”). Because Class
24 Counsel must maintain appropriate attorney and staff-to-case ratios, taking this case required that Class
25 Counsel turn away other potential fee-generating work. Hammond Final Decl. ¶ 53.

26 ***iv. Contingency Risk***

27 An application of a multiplier is appropriate to compensate Plaintiff’s Counsel for the significant
28 contingency risk assumed by taking on this litigation. *Graham v. DaimlerChrysler Corp.*, 34 Cal. 4th
553, 580 (2004) (“[A] lawyer who both bears the risk of not being paid and provides legal services is not
receiving the fair market value of his work if he is paid only for the second of these functions.”); *Ketchum*,

1 24 Cal. 4th at 1122 (“[A] contingent fee contract, since it involves a gamble on the result, may properly
2 provide for a larger compensation than would otherwise be reasonable.”).

3 As stated above, Plaintiff’s Counsel have expended over 190 hours, all as-yet uncompensated,
4 and nearly \$15,000 in out-of-pocket expenses, without any certainty of receiving payment. Hammond
5 Final Decl. ¶ 44. There was a significant risk posed by Defendant’s contentions that Plaintiff would be
6 unable to certify any class, and would lose on the merits, discussed at the Hammond Decl. ¶¶ 46-48.
7 Courts routinely approve similar multipliers based on contingency risk. *See, e.g., Taylor v. Nabors*
8 *Drilling USA, LP*, 222 Cal. App. 4th 1228, 1252 (2014) (contingency risk and deferral in payment alone
9 supported multiplier of 1.4 to 1.5); *Ridgeway v. Walmart Stores Inc.*, 269 F. Supp. 3d 975, 996-97 (N.D.
10 Cal. 2017) (contingency risk was among factors supporting 2.0 multiplier).

11 **III. THE REQUESTED COSTS ARE REASONABLE.**

12 Class Counsel has incurred (or will incur) \$14,964.50 in litigation costs to date, which is
13 \$10,035.50 less than the \$25,000.00 for costs stated in the Court-approved Class Notice. Hammond Final
14 Decl. ¶ 60. The difference will be added to the Net Settlement and increase each CMs settlement share.
15 *Id.* These costs include filing and service costs, research costs, survey costs, witness location costs,
16 technology costs, and mediation costs. *Id.* ¶¶ 54-59. Thus, Class Counsel’s requested litigation costs are
17 reasonable and should be approved.

18 **IV. THE CLASS REPRESENTATIVE’S SERVICE AWARD IS PROPER**

19 The requested service award of \$7,500 for Plaintiff is reasonable and should be approved because
20 class representatives are eligible for reasonable participation payments to compensate them for the risks
21 assumed and efforts made on behalf of the Class. *See Staton v. Boeing Co.*, 327 F.3d 938, 976 (9th Cir.
22 2003). Courts routinely approve enhancement awards, including in amounts equal to or greater than that
23 requested here. *See, e.g., In re Cellphone Fee Termination Cases*, 186 Cal. App. 4th 1380, 1393-94 (2010)
24 (approving \$10,000 payment to each class representative in a consumer class action); *Glor, et al. v.*
25 *iHeartMedia + Entm’t, Inc.*, Case No. 22CV005286 (Cal. Sup. Ct. Alameda Cnty. February 14, 2023)
26 (awarding \$7,500 to each of the two named plaintiffs).

27 Relevant factors courts use in determining the amount of enhancement awards include (1) the
28 actions the plaintiff has taken to protect the interests of the class; (2) the degree to which the class has
benefitted from those actions; (3) the amount of time and effort the plaintiff expended in pursuing the
litigation; and (4) the risk the plaintiff assumed. *Clark v. American Residential Services, LLC*, 175 Cal.
App. 4th 785, 804 (2009). All of the above factors support the service award here.

1 First, Plaintiff has served the Classes well and has significantly benefited the class. Plaintiff
2 assisted with preparation of the complaint, searched her files to provide documents relevant to their
3 claims, promptly responded to Plaintiff's Counsel's questions or requests for additional information
4 and/or documentation, and actively participated in the litigation process. *See* Declaration of Monica
5 Jackson, filed December 27, 2022, ¶ 4-10. Further, this Settlement, in which Plaintiff played a critical
6 role, directly furthers the public policy underlying the California Labor Code by requiring Defendant to
7 fully compensate its employees for all hours worked, reimburse necessary business expenses, and by
8 putting other employers on notice that they must comply with these statutory requirements. Plaintiff has
9 thus advanced California's public policy goal of enforcing wage and hour laws. *See Sav-On Drug Stores,*
10 *Inc. v. Super. Ct.*, 34 Cal. 4th 319, 340 (2004).

11 Second, as discussed above, this litigation resulted in substantial monetary relief to the Class.

12 Third, the service awards are appropriate to compensate Plaintiff for the time and effort she
13 expended in this litigation. In agreeing to serve as Class Representative, Plaintiff formally accepted the
14 responsibilities of representing the interests of all Class Members. Plaintiff has spent 34 to 42 hours
15 assisting in the litigation of this case. Declaration of Monica Jackson, ¶ 13.

16 Fourth, by assisting in the litigation of this case, Plaintiff assumed the risk of being branded a
17 "troublemaker" and blacklisted by other employers in the industry. *Staton*, 327 F.3d at 976 ("reasonabl[e]
18 fear [of] workplace retaliation" is a factor in assessing the proper amount of the enhancement); *Mitchell*
19 *v. Robert DeMario Jewelry, Inc.*, 361 U.S. 288, 292 (1960) ("[I]t needs no argument to show that fear of
20 economic retaliation might often operate to induce aggrieved employees quietly to accept substandard
21 conditions."); *Does I thru XXIII v. Advanced Textile Corp.*, 214 F.3d 1058, 1073 (9th Cir. 2000) ("[F]ear
22 of employer reprisals will frequently chill employees' willingness to challenge employers' violations of
23 their rights.").

24 Finally, Plaintiff entered into a general release of claims against Defendant, which is much
25 broader than the targeted release of claims being given by the Class Members. SA § 6.3. In view of the
26 foregoing, the enhancement award to Plaintiff is reasonable and should be approved.

27 V. CONCLUSION

28 Plaintiff respectfully requests that the Court award attorneys' fees in the amount of \$233,333.33;
litigation costs in the amount of \$14,964.50; and service award of \$7,500 to Plaintiff Jackson, pursuant
to the terms of the Settlement.

1 Dated: August 24, 2023

Respectfully submitted,

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 Julian Hammond
 Polina Brandler
Attorneys for Plaintiffs and the Putative Classes

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