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11 *Attorneys for Plaintiffs and the Putative Class*

12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
 13 **COUNTY OF LOS ANGELES, CENTRAL DISTRICT**

14 CLAUDIA GRANCIANO, individually and
 on behalf of all others similarly situated,

15 Plaintiff,

16 v.

17
 18 SOUTHWIND FOODS, LLC, a California
 Limited Liability Company; STAFFPOINT,
 19 LLC, a California Limited Liability Company;
 and DOES 1-50, inclusive,

20 Defendants.
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Case No. BC538900

CLASS ACTION

**PLAINTIFFS' NOTICE OF MOTION
AND MOTION FOR ATTORNEYS' FEES,
COSTS, AND SERVICE AWARDS;
MEMORANDUM OF POINTS AND
AUTHORITIES**

Date: November 27, 2018
Time: 10:00 A.M.
Dept.: 14 (Spring Street Courthouse)

*Assigned for All Purposes to:
Hon. Kenneth R. Freeman,
Dept. 14 (Spring Street)*

Action Filed: March 11, 2014
Trial Date: None
Five Year Statute: March 11, 2020

1 TO ALL PARTIES AND THEIR RESPECTIVE COUNSEL OF RECORD IN THE
2 ABOVE-CAPTIONED PROCEEDING:

3 PLEASE TAKE NOTICE that, on November 27, 2018, at 10:00 A.M., or as soon
4 thereafter as the matter may be heard by the Honorable Kenneth R. Freeman in Courtroom 14 of
5 the Los Angeles Superior Court, Spring Street Courthouse, located at 312 North Spring Street, Los
6 Angeles, California 90012, Named Plaintiffs Claudia Granciano and Ricardo Contreras
7 (“Plaintiffs”), by and through the undersigned counsel, will and hereby do apply for an order
8 approving and awarding attorneys’ fees, costs, and service awards, as follows:

9 1. \$249,975 in attorneys’ fees to Boucher LLP and Law Offices of Sahag Majarian
10 (“Class Counsel”), to compensate them for the work undertaken for the benefit of Plaintiffs and
11 the Class Members;

12 2. \$26,000 to Class Counsel for reimbursement of advanced litigation costs incurred
13 for the benefit of Plaintiffs and the Class Members;

14 3. \$14,500 to Simpluris, Inc., the court-appointed Settlement Administrator, for
15 payment of Settlement Administration Costs;

16 4. \$10,000 to each of the Plaintiffs for their service as Class Representatives and full
17 release of all claims against the defendants Southwind Foods, LLC (“Southwind”), Staffpoint,
18 LLC (“Staffpoint”), Alliance Professional Business Solutions, Inc. (“Alliance”) (collectively,
19 “Defendants”).

20 This Motion is made on the grounds that: (1) Plaintiffs’ requested attorneys’ fees are fair
21 and reasonable in light of the efforts of Class Counsel in obtaining the settlement herein; (2) the
22 requested attorneys’ fees comport with the applicable law; (3) the expenses for which
23 reimbursement is sought were reasonably and necessarily incurred in connection with the
24 prosecution and settlement of this action; and (4) a reasonable payment to the class representatives
25 for their efforts on behalf of the Class is warranted and appropriate.

26 This Motion is based on this Notice of Motion and Motion for Attorneys’ Fees, Costs, and
27 Service Awards, the attached Memorandum of Points and Authorities, the Motion for Final
28 Approval of Class Action Settlement and supporting memorandum filed concurrently herewith,

1 the Declarations of Raymond P. Boucher of Boucher LLP, Sahag Majarian II of the Law Offices
2 of Sahag Majarian, II, Plaintiff Claudia Granciano, Plaintiff Ricardo Contreras, and Settlement
3 Administrator Lindsay Kline of Simpluris, Inc., the lodged time records of Class Counsel for *in*
4 *camera* review, and other documents filed in support thereof, the pleadings and papers on file in
5 this action, and such oral and documentary evidence or argument as may be presented at the
6 hearing on this Motion.

7 DATED: October 26, 2018

Respectfully Submitted,
BOUCHER LLP

8
9 By:



10 RAYMOND P. BOUCHER
11 SHEHNAZ M. BHUJWALA
12 NEIL M. LARSEN

13 LAW OFFICES OF SAHAG MAJARIAN II
14 SAHAG MAJARIAN, II

15 *Attorneys for Plaintiffs and the Putative Class*
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MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

Plaintiffs Ricardo Contreras and Claudia Granciano (“Plaintiffs”) respectfully request attorneys’ fees, costs, and service awards in connection with their settlement of this class action and representative action with Defendants Southwind Foods, LLC, Staffpoint, LLC, Alliance Professional Business Solutions, as well as Cross-Defendant Ashwin Syal (collectively “Defendants”). Plaintiffs brought this action on behalf of Class of current and former non-exempt employees employed by one or more Defendants who worked in any of Southwind Foods’ facilities located in California at any time from March 11, 2010 through May 1, 2016 (“Class Members” or “Class”). Plaintiffs alleged violations of “wage and hour” laws protecting workers. Plaintiffs faced a daunting task of taking of several employers and challenging their employment and payroll practices. Despite the many obstacles they faced, Plaintiffs and Class Counsel persevered and achieved a settlement that offers significant monetary relief to the Class Members.

This is a fair and reasonable settlement. It provides for the creation of a gross settlement fund of \$750,000 (“Gross Settlement Fund”), exclusive of Defendants’ employer-side payroll tax obligations that will be paid separately by Southwind Foods. *See* Declaration of Raymond P. Boucher (“Boucher Decl.”), Ex. 2, Amended Stipulation Regarding Class Action Settlement And Release (“Settlement Agreement” or “SA”), ¶¶ 1.23, 2.8. Class Members received notice of the class action settlement terms and their rights with regard to the settlement by U.S. Mail. Boucher Decl., at ¶ 24. The mailing rate was excellent: notice was successfully delivered to 96.20% of Class Members. Declaration of Lindsay Kline Regarding Notice and Settlement Administration (“Kline Decl.”) at ¶ 10. One of the key features of this settlement was that the settlement did not require Class Members to submit claims in order to participate in the settlement. Boucher Decl. at ¶ 43. Another key feature is that there is no reversion of funds to the Defendants. *Id.* The response by Class Members is also excellent: to date, no Class Member has requested exclusion from the settlement, and no Class Member has objected to the settlement terms. Kline Decl. at ¶¶ 15-16. If the Court grants final approval to this settlement, Class Members will receive an individual settlement payment from the Net Settlement Fund based on a fair and reasonable workweek

1 calculation. Boucher Decl., Ex. 3 (Class Notice); SA ¶¶ 1.11, 1.29, 2.21-2.22.

2 Plaintiffs request the Court’s entry of an order granting final approval of the settlement and
3 awarding Class Counsel \$249,975 in attorneys’ fees for work they performed and \$26,000 in
4 actual litigation costs, \$14,500 to the Settlement Administrator, Simpluris, Inc. for payment of
5 settlement administration costs, and \$10,000 to each of the Plaintiffs and Class Representatives in
6 recognition of their service to the Class Members. Boucher Decl., ¶¶ 52-65. These requested
7 attorneys’ fees, costs, and service awards are reasonable and justified by the facts of this case and
8 the relevant law. The requested fees represent one-third (33.33%) of the \$750,000 Gross
9 Settlement Fund. The reasonableness of Plaintiffs’ fee request is confirmed by a lodestar
10 crosscheck, which reflects a multiplier of 1.05 based on Class Counsel’s historical hourly rates.
11 Plaintiffs’ requested litigation costs, which were advanced by Class Counsel, were reasonably
12 incurred and necessary to achieve the result in this case. Likewise, settlement administration costs
13 were reasonably incurred and necessary to provide notice to the Class and administer the
14 settlement. Finally, Plaintiffs’ requested service awards are reasonable to reward the class
15 representatives for their substantial work and service to the Class, the risks they undertook in
16 advancing this litigation, and their general release of all claims against Defendants.

17 Thus, Plaintiffs request that the Court grant this Motion. This request follows the Court’s
18 July 2, 2018 Order granting preliminary approval of settlement terms, including terms for
19 requesting attorneys’ fees, costs, and service awards. Boucher Decl., Ex. 1. The request is
20 unopposed by any party. More importantly, no Class Member has filed an objection to the
21 settlement terms pertaining to this request for attorneys’ fees, costs, or service award. *See*
22 Declaration of Lindsay Kline (“Kline Decl.”), ¶ 14-18.

23 **II. PLAINTIFFS’ REQUEST FOR ATTORNEYS’ FEES IS REASONABLE AND**
24 **SHOULD BE GIVEN FINAL APPROVAL**

25 The Court has discretion to approve what it believes to be an appropriate fee award under
26 the circumstances of this case. Public policy promotes approval of reasonable fee requests since,
27 “[t]he function of an award of attorneys’ fees is to encourage the bringing of meritorious... claims
28 which might otherwise be abandoned because of the financial imperatives surrounding the hiring

1 of competent counsel.” *City of Riverside v. Rivera* (1986) 477 U.S. 561, 578 (internal quotation
2 marks and citations omitted).)

3 The attorneys’ fees sought in this matter are consistent with attorney fee awards issued by
4 other courts under the “common fund” doctrine. The common fund doctrine refers to the trial
5 courts’ equitable power to award attorneys’ fees and costs when a litigant proceeding in a
6 representative capacity secures a substantial benefit for a group. *Serrano v. Priest* (1977) 20
7 Cal.3d 35, 38; *see also Earley v. Superior Court* (2000) 79 Cal.App.4th 1420, 1435-36. In *Laffitte*
8 *v. Robert Half Int’l.*, (2016) 1 Cal.5th 480, the California Supreme Court recently affirmed the use
9 of the “common fund” method to calculate fee awards in a class action. Indeed, courts routinely
10 award attorneys’ fees calculated as a percentage of a common fund close to, or greater than, the
11 33.33% sought in this matter. *See, e.g., Id.*

12 As explained by the California Supreme Court in *Robert Half*, courts may, but are not
13 required to, conduct a “lodestar” cross check of the percentage of the common fund sought for
14 attorneys’ fees. *Robert Half*, 1 Cal.5th at 505. “A lodestar cross-check is simply a quantitative
15 method for bringing a measure of time spent by counsel into the trial court’s reasonableness
16 determination, as such, it is not likely to radically alter the incentives created by a court’s use of
17 the percentage method.” *Id.* A trial court must first determine a “lodestar” figure based on a
18 “careful compilation of the time spent in reasonable hourly compensation for each attorney...
19 involved in the presentation of the case.” *Serrano*, 20 Cal.3d at 48.

20 A multiplier is applied to the lodestar figure to reward Class Counsel for exceptional result
21 or to prevent Class Counsel from being punished for reaching an early settlement. It is not
22 uncommon to see multipliers of two to four times Class Counsel’s lodestar. *See Wershba v. Apple*
23 *Computer, Inc.* (2001) 91 Cal.App.4th 224, 225; *see also Chavez v. Netflix, Inc.*, (2008)162
24 Cal.App.4th 43, 66 (affirming use of 2.5 multiplier to award attorneys’ fee of \$2,040,000 in a case
25 where lodestar was \$805,000 based on, inter alia, the success achieved and the quality of class
26 counsel’s representation).

27 Here, a lodestar cross check supports the reasonableness of the fees request. As of October
28 25, 2017, Class Counsel spent a total of 420 hours working on this case and incurred a combined

1 lodestar of \$236,530, based on their historical hourly rates, while the fee request sought is
2 \$249,975. Boucher Decl., ¶¶ 52-60, 64, Ex. -7, 9; Majarian Decl., ¶¶ 7-8, Ex. 1. Class Counsel’s
3 fee request amounts to a reasonable 1.05 multiplier, which falls well within the range of
4 reasonableness. Such a multiplier is warranted in light of the result obtained by Class Counsel; the
5 complex legal and factual issues involved in this case; the skill and work performed by Class
6 Counsel in handling those complex issues; and the significant risks, costs and uncertainties borne
7 by Class Counsel in taking on this case. Class Counsel’s requested multiplier falls within the range
8 approved in other complex, class action litigation, and is reasonable given the circumstances of
9 this case.

10 Detailed information regarding the work Class Counsel performed for the benefit of Class
11 Members is provided in the supporting declarations of Mr. Boucher and Mr. Majarian and
12 attached reports thereto, as well as in detailed time record reports being lodged with the Court for
13 *in camera* review, in order to enable a lodestar cross-check for final approval. Class Counsel spent
14 a total of 420 hours while working on this case including, but not limited to, time spent
15 investigating and researching the claims, drafting the complaint and amended complaints,
16 propounding discovery and reviewing and responding to discovery, reviewing informal discovery
17 produced by Defendants for private mediation, drafting the mediation brief, analyzing and
18 calculating damages, preparing for mediation and negotiating the Settlement, working with
19 Defendants to correct issues with the Class List in order to permit a direct mail notice program and
20 allow Class members to participate without the burden of filing claims, directing and overseeing
21 the Settlement Administrator’s work, responding to Class Member inquiries regarding the
22 settlement, and preparing the preliminary and final approval papers. Boucher Decl., ¶¶ 52-60;
23 Majarian Decl. ¶¶ 5, 7-8, 18-19. Class Counsel have detailed time entries for work performed by
24 each professional and category of work in summary charts provided in the supporting declaration.
25 *Id.* Although “[t]estimony of an attorney as to the number of hours worked on a particular case is
26 sufficient evidence to support an award of attorney fees, even in the absence of detailed time
27 records” (*Martino v. Denevi*, (1986) 182 Cal.App.3d 553, 559, Class Counsel will also lodge with
28 the Court their detailed time records for the Court’s *in camera* review. Each hour spent by Class

1 Counsel has benefitted the Class Members.

2 The rates charged by the attorneys and staff who spent time working on this case are
3 reasonable given the experience and qualifications of counsel and should be approved. First, as set
4 forth in the supporting declarations of Mr. Boucher and Mr. Majarian, each of the rates specified
5 for the professionals who worked on this case at Boucher, LLP and Law Offices of Sahag
6 Majarian II, have been approved by courts in other class cases, including wage and hour class
7 cases before this Court. Boucher Decl., ¶¶ 53, Ex. 5, 7, 9, 11 ; Majarian Decl., ¶¶ 14-17. Second, a
8 reasonable hourly rate is the prevailing rate charged by attorneys of similar skill and experience in
9 the relevant community. *PLCM Group, Inc. v. Drexler*, (2000) 22 Cal.4th 1084, 1095. The court
10 may consider other factors when determining a reasonable hourly rate, e.g., the attorney’s skill and
11 experience, the nature of the work performed, the relevant area of expertise and the attorney’s
12 customary billing rates. *Flannery v. California Highway Patrol* (1998) 61 Cal.App.4th 629, 632.
13 This information is provided to the Court in the supporting declarations of Mr. Boucher and Mr.
14 Majarian.

15 A survey conducted by The National Law Journal in 2002 provides insight into billing
16 rates for California lawyers, which supports a finding here that the range of rates for Class
17 Counsel is reasonable. In that survey, six California firms provided their hourly billing rates and,
18 of those six firms, five regularly charged in excess of \$500.00 per hour for their partners -- back in
19 2002. In fact, four of the firms charge \$600.00, \$620.00, \$650.00, and up to \$850.00 per hour that
20 year. These firms were located in Orange County, Los Angeles County, San Francisco County and
21 San Diego County. Boucher Decl. at ¶ 63, Ex. 11: National Law Journal Survey. These are rates
22 for defense firms, who are typically paid by their clients on a monthly basis and are not required to
23 advance any costs on a case. By contrast, Class Counsel is only paid if they successfully resolve a
24 case through settlement or trial verdict, which in this case could result in payment of fees
25 approximately two and one half years after the case was originally filed. The contingency nature
26 of the work warrants slightly higher rates by Class Counsel.

27 Plaintiffs and Class Members are represented by Boucher, LLP and Law Offices of Sahag
28 Majarian II. As set forth in the supporting declarations of Mr. Boucher and Mr. Majarian, the skill

1 and experience by these firms and attorneys justify the requested rates. Boucher Decl., ¶¶ 30-41,
2 53, 63; Majarian Decl., ¶¶ 14-16. Class Counsel practice litigation with a focus on representing
3 consumers and employees in class actions, mass actions, and representative actions, including
4 wage and hour class and representative actions. Boucher Decl., ¶¶ 30-41; Majarian Decl., ¶¶ 14-
5 16. These are attorneys who command a high rate. They have obtained successful results in
6 numerous class actions, mass actions, and representative actions, including specifically wage and
7 hour cases, are held in high regard by the legal community, and they practice is an unusual niche
8 area. *Id.* This case required attorneys with great skills and financial backing because it involved a
9 highly specialized area of employment law that requires skilled and experienced attorneys. To
10 obtain such attorneys on the free market, a client must pay appropriate compensation. As such, the
11 rates charged by Class Counsel are fair and reasonable.

12 Accordingly, in light of the amount of the work performed by Class Counsel and the risks
13 undertaken in bringing and prosecuting this litigation, the fee request amounting to \$249,975
14 representing 33.33% of the Gross Settlement Fund of \$750,000 is reasonable and should be
15 approved. *See* Boucher Decl., ¶¶ 49-65.

16 **III. PLAINTIFFS' REQUEST FOR REIMBURSEMENT OF COSTS, INCLUDING**
17 **SETTLEMENT ADMINISTRATION COSTS, FROM THE COMMON FUND IS**
18 **REASONABLE AND SHOULD BE GIVEN FINAL APPROVAL**

19 In addition to attorneys' fees, attorneys in a class action may be reimbursed for costs
20 incurred in prosecuting the case. *In re Businessland Sec. Litig.*, 1991 WL 427887, at *8 (N.D. Cal.
21 June 14, 1991). Attorneys who create a common fund for the benefit of a class are entitled to
22 payment from the fund of reasonable litigation expenses and costs. Common fund fee and expense
23 awards include counsel's incurred expenses because those who benefit from their effort should
24 share in the cost. *Rider v. Cty. of San Diego*, 11 Cal.App. 4th 1410, 1423 n.6 (1992). The
25 appropriate analysis in making a determination if particular costs are compensable is whether the
26 costs are of the type typically billed by attorneys to paying clients in the marketplace. *Harris v.*
27 *Marhoefer*, 24 F.3d 16, (9th Cir. 1994). Reasonable litigation costs include, but are not limited to,
28 costs of document production, experts and consultants, depositions, notice, and travel expenses.
Mills v. Electric Auto-Lite Co., 396 U.S. 375, 391-392 (1970) ("To allow the others to obtain the

1 full benefit from the plaintiff’s efforts without contributing equally to the litigation expenses
2 would be to enrich the others unjustly at the plaintiff’s expense.”).

3 Plaintiffs’ request for reimbursement of actual litigation costs incurred to date by Class
4 Counsel is fair and reasonable. In total the costs incurred by Class Counsel total \$27,167.30, but
5 they are only requesting reimbursement of \$26,000, the amount agreed upon by the parties in the
6 settlement. Boucher Decl., ¶¶ 56, 60, 65, Exhs. 8, 10; Majarian Decl., ¶ 10, Ex. 2. The costs
7 sought for reimbursement include filing fees and expenses, general litigation expenses, consultant
8 costs, data entry costs, mediation fees, copy costs, research costs, and travel-related expenses
9 including mileage and parking. All costs were incurred in the normal course of business, but were
10 essential to prosecuting this case.

11 Importantly, *nearly half* of the costs incurred by Class Counsel involved the advancement
12 by Class Counsel of \$12,538.48 for the cost of necessary third party data entry that two of the
13 Defendants, Southwind Foods and Alliance had to perform in order to complete the Class List. If
14 Class Counsel had not advanced the cost of this data entry work, the Class List would not have
15 been completed and parties would not have been able to offer Class members a “no-claims”
16 settlement with a direct class notice mailing program. Boucher Decl., ¶¶ 56, 65; Majarian Decl. at
17 ¶ 19. It needed to get done in order for the settlement to work on terms that the parties agreed upon
18 and that the Court would accept.

19 These actual litigation costs are detailed in the supporting declarations of Mr. Boucher and
20 Mr. Majarian and the exhibits attached thereto. Boucher Decl., ¶¶ 56, 60, 65, Exhs. 8, 10; Majarian
21 Decl., ¶¶ 10, 19, Ex. 2.

22 The reimbursement of the \$14,500 in costs incurred by the Settlement Administrator,
23 Simpluris, Inc., for administration of the settlement and notice process is also reasonable and
24 should be approved. Boucher Decl., ¶ 16; Kline Decl., ¶ 19. The service provided, as detailed in
25 Ms. Kline’s declaration, is the service the Parties agreed upon and the Court preliminarily
26 approved for disseminating the Notice Packets and settlement administration, including
27 maintenance of a settlement website with key settlement documents and a toll-free telephone
28 hotline, and answering Class members questions. Kline Decl. ¶¶ 3-5. The costs for administering

1 the Notice Packets and settlement did not exceed the estimated \$14,500 settlement administration
2 cost agreed upon in the settlement. *Id.* at ¶ 19.

3 **IV. PLAINTIFFS’ REQUESTED SERVICE ENHANCEMENT AWARDS ARE**
4 **REASONABLE AND SHOULD BE GIVEN FINAL APPROVAL**

5 For their service as Class Representative, Plaintiffs each seek a modest service award of
6 \$10,000. SA ¶¶ 1.10, 1.25, 2.23. The requested service award to each Plaintiff represents only
7 slightly more than one percent (1.33%) of the Maximum Settlement Amount of \$750,000.00 and
8 is well within the acceptable range awarded in similar cases. Plaintiffs’ willingness to act as the
9 named Class Representatives, assumption of associated reputational and employment related risks,
10 and desire to achieve a fair result for Class Members culminated in the proposed settlement, for
11 which Plaintiffs should be permitted to receive the requested service award.

12 Courts routinely approve service awards to representative plaintiffs in class action
13 settlements to compensate them for their “efforts in bringing the lawsuit.” *Bell v. Farmers Ins.*
14 *Exchange* (2004) 115 Cal.App.4th 715, 726. Service awards to plaintiffs in wage and hour case
15 help to promote the policies underlying the wage and hour laws. *Sav-On Drug Stores, Inc. v. Sup.*
16 *Ct.* (2004) 34 Cal.4th 319, 340. “Since without a named plaintiff there can be no class action, such
17 compensation as may be necessary to induce him to participate in the suit.” *Clark v. American*
18 *Resid. Services LLC* (2009) 175 Cal.App.4th 785, 804. “[T]he rationale for making enhancement
19 or incentive awards to named plaintiffs is that they should be compensated for the expense or risk
20 they have incurred in conferring a benefit on other members of the class.” *Id.* at 806. “An
21 incentive award is appropriate ‘if it is necessary to induce an individual to participate in the suit.’”
22 *Cellphone Term. Fee Cases* (2010) 186 Cal. App. 4th 1380, 1394 quoting, *Clark, supra* at 804.

23 “Criteria courts may consider in determining whether to make an incentive award include:
24 (1) the risk to the class representative in commencing suit, both financial and otherwise; (2) the
25 notoriety and personal difficulties encountered by the class representative; (3) the amount of time
26 and effort spent by the class representative; (4) the duration of the litigation; and (5) the person
27 benefit (or lack thereof) enjoyed by the class representative as a result of the litigation.”
28 *Cellphone*, 186 Cal.App.4th at 1394 (quoting *Van Vranken v. Ad. Richfield Co.*, (N.D. Cal. 1995)

1 901 F.Supp. 294, 299).

2 In this matter, Plaintiffs were willing to act as the named representatives despite the
3 attendant risks of damaging their employment prospects. Declaration of Ricardo Contreras
4 (“Contreras Decl.”), ¶¶ 1-711-14, 16-18; Declaration of Claudia Granciano (“Granciano Decl.”),
5 ¶¶ 1-7, 11-14, 16-18. Since the matter was filed on March 11, 2014, Plaintiffs have vigorously and
6 tenaciously represented Class Members at the expense of their own time. Contreras Decl., ¶¶ 8-10,
7 18; Granciano Decl., ¶¶ 8-10, 18. Plaintiffs provided invaluable information and documents to
8 Class Counsel and were highly responsive throughout the course of the litigation to answer
9 questions and discuss the case. Boucher Decl., ¶¶ 45-48; Contreras Decl., ¶¶ 8-10; Granciano
10 Decl., ¶¶ 8-10. They sat for their depositions and gave sworn testimony. *Id.* Plaintiffs attended the
11 mediation and made themselves available throughout the settlement negotiations. Contreras Decl.,
12 ¶¶ 8-10; Granciano Decl., ¶¶ 8-10. Plaintiffs reviewed and approved of the negotiated settlement
13 terms. Contreras Decl., ¶¶ 8-10; Granciano Decl., ¶¶ 8-10. Plaintiffs placed the interests of the
14 Class ahead of their own, and each seek only a modest enhancement award of \$10,000, which in
15 total does not greatly reduce the overall settlement value to the Class. Boucher Decl., ¶¶ 45-48;
16 Contreras Decl., ¶¶ 10-15, 17-18; Granciano Decl., ¶¶ 10-15, 17-18. Additionally, Plaintiffs have
17 also provided Defendants with a broad, general release of claims against Defendant. Boucher
18 Decl., ¶¶ 45-48; Contreras Decl., ¶¶ 15-16; Granciano Decl., ¶ 15-16; SA, ¶¶ 2.10-2.11. For the
19 reasons set forth in Plaintiffs’ declarations and here, the Court should grant each Plaintiffs’ request
20 for a service award of \$10,000, to compensate each of them “for [the] work done on behalf of the
21 class, to make up for financial or reputational risk undertaken in bringing the action, and...to
22 recognize their willingness to act as a private attorney general.” *See Rodriguez v. West Publishing*
23 *Corp.*, 563 F.3d 948, 958-959 (9th Cir. 2009).

24 This litigation has resulted in the significant monetary benefit to all Class Members, with
25 an average estimated settlement payment to Class Members of \$497.15, and the highest estimated
26 settlement payment at \$4,290.11 (Kline Decl., ¶ 13), because of Plaintiffs’ efforts to prosecute the
27 claims against Defendants. This should be recognized by the Court. A service award should be
28 granted to each Plaintiff for their respective commitment and dedication to the case, which has

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resulted in the benefit to participating Class Members.

V. CONCLUSION

For the foregoing reasons, Plaintiffs respectfully request that the Court grant this Motion and enter the requested orders as part of granting final approval of the class action settlement.

DATED: October 26, 2018

Respectfully submitted,

BOUCHER LLP

By:



RAYMOND P. BOUCHER
SHEHNAZ M. BHUJWALA
NEIL M. LARSEN

LAW OFFICES OF SAHAG MAJARIAN II
SAHAG MAJARIAN, II
Attorneys for Plaintiffs and the Putative Class

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PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

At the time of service, I was over 18 years of age and not a party to this action. I am employed in the County of Los Angeles, State of California. My business address is 21600 Oxnard Street, Suite 600, Woodland Hills, CA 91367-4903.


On October 26, 2018, I served true copies of the following document(s) described as **PLAINTIFFS' NOTICE OF MOTION AND MOTION FOR ATTORNEYS' FEES, COSTS, AND SERVICE AWARDS; MEMORANDUM OF POINTS AND AUTHORITIES** on the interested parties in this action as follows:

SEE ATTACHED SERVICE LIST

BY ELECTRONIC SERVICE: Pursuant to Court Order Authorizing Electronic Service, I provided the document(s) listed above electronically on the CASE ANYWHERE Website to the parties on the Service List maintained on the CASE ANYWHERE Website for this case, or on the attached Service List. Case Anywhere is the on-line e-service provider designated in this case.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on October 26, 2018, at Woodland Hills, California.



Tricia Yue