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8 *of all others similarly situated*

10 SUPERIOR COURT OF THE STATE OF CALIFORNIA
11 IN AND FOR THE COUNTY OF SAN MATEO

13 NORMA SANTIZO and MIMI LEE,
14 individually and on behalf of all others
similarly situated,

15 Plaintiffs,

16 vs.

17 NEAL'S COFFEE SHOP, INC., a California
18 corporation; SUNIL PRASAD, an individual,
and DOES 1 through 20, inclusive,

19 Defendants.

Case No. 24-CIV-03380
Assigned for All Purposes to
Honorable Nicole S. Healy, Dept. 28

**NOTICE OF MOTION AND MOTION FOR
ATTORNEY'S FEES, COSTS, AND
SERVICE AWARDS; MEMORANDUM OF
POINTS AND AUTHORITIES IN
SUPPORT THEREOF**

Date: March 25, 2026
Time: 2:00 p.m.
Place: Dept. 28
Judge: Honorable Nicole S. Healy

Complaint Filed: June 17, 2024
Trial Date: None Set

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Motion for Attorney’s Fees, Costs, and Service Awards; such argument as may be heard by the Court; and other such matters as may be called to the attention of the Court.

DATED: January 30, 2026

Respectfully submitted,

RUDY, EXELROD, ZIEFF & LOWE, LLP



By: _____

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1 **I. INTRODUCTION**

2 Plaintiffs submit this memorandum in support of their motion for attorney’s fees, costs,
3 and service awards in connection with the class action Settlement Agreement (“Settlement
4 Agreement” or “Settlement”) between Norma Santizo and Mimi Lee (the “Named Plaintiffs” or
5 “Plaintiffs”), on behalf of themselves and members of the Settlement Class and the PAGA Group
6 Members, and Defendants Neal’s Coffee Shop and Sunil Prasad (“Defendants”), which this Court
7 preliminarily approved on September 10, 2025. Through this motion, counsel for Plaintiffs and
8 the Settlement Class (“Class Counsel”) respectfully request an award of attorney’s fees in the
9 amount of thirty percent (30%) of the Maximum Settlement Amount of \$1,175,000 (*i.e.*
10 \$352,500), reimbursement of litigation costs in the amount of \$27,368.71 in out-of-pocket costs
11 expended by Class Counsel in this case, \$7,000 in Settlement Administrator Costs, and service
12 awards in the amount of \$5,000 for Named Plaintiffs Norma Santizo and Mimi Lee. Each of
13 these requests is fair and reasonable. Each of the amounts requested are less than the amounts the
14 parties agreed upon in the Settlement Agreement.¹

15 *First*, Class Counsel’s requested fee award of thirty percent of the Maximum Settlement
16 Amount is reasonable, whether measured as a percentage of the fund or based on a lodestar cross-
17 check. Under the percentage method, California courts routinely approve fee awards that
18 represent thirty percent of a common settlement fund, and Class Counsel’s request is therefore
19 consistent with comparable litigation. Applying a lodestar cross-check, the requested fee
20 represents a multiplier of 1.27 of counsel’s lodestar to date, based on a reasonable number of
21 hours at reasonable rates. The notice period is still active and Class Counsel expect to expend
22 many more hours to respond to any class member questions, review and respond to any
23 objections, prepare the motion for final approval of class action settlement, and oversee

24 _____
25 ¹ The Settlement Agreement entered into between the parties provides for settlement
26 administrator costs of up to \$12,000; Class Counsel to seek attorney’s fees of one-third (33-
27 1/3%) of the Maximum Settlement Amount (e.g. \$391,666.67), costs up to \$30,000, and service
28 awards of up to \$10,000. Accordingly, the amounts requested are \$56,797.96 less than the parties
originally agreed upon in arms-length negotiation and based upon their reasonable estimates at
the time.

1 settlement administration over the course of the next year given the payment plan set forth in the
2 Settlement Agreement, which provides for payment to the Class within 30 days and 350 days
3 after the Settlement becomes final. Given the presence of factors that would support a lodestar
4 enhancement—including the quality of Class Counsel’s representation, the excellent results
5 obtained, and the contingent risk presented—the lodestar cross check demonstrates that the
6 requested fee award here is fully justified.

7 *Second*, Class Counsel’s costs, which were appropriate and necessary to obtain the
8 settlement, should also be reimbursed.

9 *Third*, the Settlement Administrator Simpluris’ costs to administer the settlement of
10 \$7,000 are reasonable, consistent with their initial competitive bid, and should be reimbursed.

11 *Fourth*, the requested service award payments of \$5,000 for the Named Plaintiffs are
12 justified and appropriate given the efforts they expended and the risks they undertook on behalf
13 of the Class. Plaintiffs expended significant effort to achieve this resolution and faced financial
14 and reputational risk in order to advocate for the interests of the Class and compliance with
15 California’s wage and hour laws. Their requested service award are consistent with awards
16 granted in similar circumstances.

17 Accordingly, Plaintiffs respectfully request that the Court grant this motion.

18 **II. BACKGROUND**

19 Plaintiffs commenced the instant action on June 3, 2024, alleging nine causes of action:

20 (1) Failure to Pay Minimum Wages in violation of California Labor Code §§ 218.6, 1194,
21 1194.2, and 1197, IWC Wage Order No. 5, and San Mateo and Burlingame Minimum Wage
22 Ordinances; (2) Failure to Pay Overtime Wages in violation of California Labor Code §§ 510,
23 1194 and IWC Wage Order No. 5; (3) Failure to Provide Meal Periods in violation of Labor Code
24 §§ 226.7 and 512 and IWC Wage Order No. 5; (4) Failure to Provide or Permit Rest Breaks in
25 violation of Labor Code § 226.7 and IWC Wage Order No. 5; (5) Failure to Provide Accurate and
26 Itemized Wage Statements in violation of Labor Code§ 226; (6) Failure to Reimburse Business
27 Expenses in violation of Labor Code§§ 2800, 2802; (7) Violation of Waiting Time Penalties,
28 Labor Code §§ 201, 202, 203; (8) Violation of Business and Professions Code§ 17200, et seq.;

1 and (9) Violation of Labor Code § 2698 et seq. (“PAGA”). Declaration of Michelle G. Lee in
2 Support of Plaintiffs’ Motion for Attorney’s Fees, Costs, and Service Awards (“Lee Decl.”) ¶19.

3 As part of Class Counsel’s pre-filing investigation, counsel gathered and reviewed time
4 records, schedules, and pay stubs provided by Plaintiffs Santizo and Lee, as well as other putative
5 class members, and interviewed employees in various class positions regarding Defendants’
6 practices related to timekeeping, pay, meal and rest breaks, unreimbursed business expenses, and
7 related wage and hour violations. (*Id.* at ¶21).

8 After filing the complaint, the Parties agreed to mediate on the condition that Defendants
9 provide certain categories of documents, including data regarding time entries, pay stubs,
10 employee policies, and certain information regarding Defendants’ financial situation. (*Id.* at ¶22).
11 Defendants produced Excel files of audited and unaudited time entry records, schedules, and pay
12 records as to the two restaurant locations (San Mateo and Burlingame), employee handbooks in
13 English and Spanish and other miscellaneous policies, and a redacted putative class list. (*Ibid.*) In
14 addition to detailed analysis of Defendants’ data by Class Counsel, Plaintiffs engaged an
15 experienced damages consultant to review Defendants’ payroll records and calculate damages.
16 (*Ibid.*)

17 The data provided by Defendants contained numerous issues including, but not limited to
18 time entries “audited” by Defendants to change the actual recorded clock in/out times, creation of
19 or adjustments to meal break entries, incomplete time records and data for certain time periods,
20 and incompatible data formatting across multiple years’ worth of time entries and payroll data.
21 (*Id.* at ¶29). These conditions inhibited Class Counsel and their expert from applying a
22 straightforward automated review of the data, and instead required Class Counsel to manually
23 comb through both the audited and unaudited versions of the data, compare the reported clock
24 in/out times with the shift schedules provided, and work with the expert to reconcile these
25 discrepancies. (*Id.* at ¶30).

26 On January 17, 2025, the Parties engaged in a full-day, arms-length mediation with
27 private mediator Jeffery Owensby of Signature Resolution. (*Id.* at ¶23). With the assistance of the
28 Mediator, the Parties were able to come to a settlement of the claims in the Action, subject to the

1 Court’s approval. (*Ibid.*) The settlement was memorialized in a Memorandum of Understanding
2 and, subsequently, the Settlement Agreement.

3 Thereafter, Class Counsel spent a significant amount of time working with Defendants
4 and Plaintiffs’ Expert to obtain necessary data to finalize the allocation calculations for individual
5 Class Members based on an estimate of their individualized damages. (*Id.* at ¶31). Defendants
6 notified Class Counsel that there was no comparable daily time record data starting in December
7 2024 because Defendants had changed timekeeping systems (several months after the instant
8 lawsuit was filed). (*Ibid.*) Due to the incomplete and inconsistent nature of the timekeeping data,
9 Class Counsel spent a significant amount of time working with their expert to calculate the
10 accurate plan of allocation for Class Members. (*Id.* at ¶32). Notably, the parties had agreed to the
11 proposed plan of allocation based on the understanding that Defendant would be able to
12 sufficiently provide this information. (*Ibid.*)

13 Additionally, Class Counsel worked with the Claims Administrator and Defendants to
14 ensure the transfer of Class Member contact information in advance of sending out Notice to
15 class members. (*Id.* at ¶33). Unfortunately, due to Defendants’ lack of employee records for all
16 class members, including some individuals for whom Defendants had no address, social security
17 number, and/or phone number, Class Counsel – working with the Named Plaintiffs – spent a
18 significant amount of time attempting to find class member contact information, including
19 individually messaging class members on social media platforms and calling class members to
20 get updated addresses. (*Ibid.*) Of the 71 class members, Defendants did not have complete
21 contact information for approximately 20 individuals. (*Ibid.*)

22 Given these issues, approximately 41% of Class Counsel’s lodestar is due to time incurred
23 *after* the case settled at mediation, focused on finalizing the Settlement Agreement with
24 Defendants, collecting data and reconciling data inconsistencies, and searching for class member
25 contact information where Defendants were unable to provide the information, in addition to the
26 regular duties related to overseeing a class action settlement. (*Id.* at ¶34).

27 ///

28 ///

1 **III. ARGUMENT**

2 **A. The Requested Attorney’s Fees Are Fair and Reasonable.**

3 California has long recognized courts’ equitable power to award attorney’s fees to a party
4 who “has recovered or preserved a monetary fund for the benefit of himself or herself and
5 others.” *Laffitte v. Robert Half Int’l Inc.* (2016) 1 Cal.5th 480, 488-89. In addition, by statute,
6 “[a]ny employee who prevails in any [PAGA] action shall be entitled to an award of reasonable
7 attorney’s fees and costs.” Cal. Lab. Code § 2699(k)(1). Under California law, courts may
8 consider the percentage-of-recovery method, the lodestar-times-multiplier method, or a
9 combination of both methods to calculate and award attorney’s fees. *Laffitte*, 1 Cal.5th at 506;
10 *see also Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 254, *disapproved on other*
11 *grounds by Hernandez v. Restoration Hardware, Inc.* (2018) 4 Cal.5th 260, 269 (“Courts
12 recognize two methods for calculating attorney fees in civil class actions: the lodestar/multiplier
13 method and the percentage of recovery method.”). The choice of method is within the discretion
14 of the trial court, with “the goal under either the percentage or lodestar approach being the award
15 of a reasonable fee to compensate counsel for their efforts.” *Laffitte*, 1 Cal.5th at 504.

16 Class Counsel’s requested fee of \$352,500, or thirty percent (30%) of the Maximum
17 Settlement Amount is fair, reasonable, and appropriate under both the percentage method and the
18 lodestar method.

19 **1. Class Counsel’s Fee Request Is Reasonable Under the Percentage-of-**
20 **the-Fund Method.**

21 The percentage-of-the-fund method “calculates the fee as a percentage share of a
22 recovered common fund or the monetary value of plaintiffs’ recovery.” *Laffitte*, 1 Cal.5th at 489.
23 The California Supreme Court has observed several advantages to this method, “including
24 relative ease of calculation, alignment of incentives between counsel and the class, a better
25 approximation of market conditions in a contingency case, and the encouragement it provides
26 counsel to seek an early settlement and avoid unnecessarily prolonging the litigation.” *Id.* at 503.
27 The U.S. Supreme Court has likewise consistently held that where a common fund has been
28 created for the benefit of a class owing to counsel’s efforts, the fee award should be determined

1 on a percentage-of-the-fund basis. *See, e.g., Boeing Co. v. Van Gemert* (1980) 444 U.S. 472, 478-
2 79. Under this method, courts examine whether the requested percentage matches “the amount of
3 attorney fees typically negotiated in comparable litigation.” *Lealao v. Beneficial California, Inc.*
4 (2000) 82 Cal.App.4th 19, 47; *see also Chavez v. Netflix Inc.* (2008) 162 Cal.App.4th 43, 66
5 fn. 11 (observing same); *In re Consumer Privacy Cases* (2009) 175 Cal.App.4th 545, 558.
6 This standard is readily met here.

7 **a. The Request for Thirty Percent of the Fund Is in Line with**
8 **other Class Action Settlements.**

9 Class Counsel’s request for thirty percent of the Maximum Settlement Amount is
10 reasonable because it is consistent with, and less than, the percentages awarded in other similar
11 class action settlements. In California class actions, “[e]mpirical studies show that, regardless [of]
12 whether the percentage method or the lodestar method is used, fee awards in class actions
13 average around one-third of the recovery.” *In re Consumer Privacy Cases*, 175 Cal.App.4th at
14 557 n.13 (“fee awards in class actions average around one-third of the recovery”); *see also Jewett*
15 *v. Oracle America, Inc.*, Case No. 17-CIV-02669, San Mateo Superior Court (awarding Class
16 Counsel Rudy Exelrod Zieff & Lowe LLP’s attorney’s fees equivalent to one-third of the
17 Settlement Fund and finding “Class Counsel’s hourly rates are reasonable, particularly given
18 Class Counsel’s substantial experience in complex class actions and employment discrimination
19 litigation”); *Laffitte*, 1 Cal.5th at 485, 506 (affirming one-third fee award in employment class
20 action); *Chavez*, 162 Cal.App.4th at 66 n.11 (noting that “fee awards in class actions average
21 around one-third of the recovery”); *Ha v. Google Inc.* (Cal. Super. Ct., Feb. 7, 2018) No.
22 116CV290847, 2018 WL 1052448, at *2 (noting that “1/3 of the gross settlement . . . is not an
23 uncommon contingency fee allocation”); *Smith v. CRST Van Expedited, Inc.* (S.D. Cal. Jan. 14,
24 2013), No. 10-CV-1116-IEG (WMC), 2013 WL 163293, at *5 (“California has recognized that
25 most fee awards based on either a lodestar or percentage calculation are 33 percent.”); *Bond v.*
26 *Ferguson Enter., Inc.* (E.D.Cal. June 30, 2011) No. 1:09-CV-1662 OWW MJS, 2011 WL
27 2648879, at *9 (“nearly all common fund awards range around 30%”).

28 Employing the percentage method in this case also rewards the efficiency with which

1 Class Counsel obtained a resolution to the case. The California Supreme Court has observed that
2 one benefit of the percentage method is “the encouragement it provides counsel to seek an early
3 settlement and avoid unnecessarily prolonging the litigation.” *Laffitte*, 1 Cal.5th at 573; *see also*
4 *Melendres v. City of L.A.* (1975) 45 Cal.App.3d 267, 273 (percentage of the fund acts as an
5 important incentive to encourage counsel “to undertake and diligently prosecute proper litigation
6 for the protection or recovery of the fund”) (citation omitted); *In re Activision Securities*
7 *Litigation* (N.D. Cal. 1989) 723 F.Supp. 1373, 1379 (“in class action common fund cases . . . the
8 rate should be set at 30%. This will encourage plaintiffs’ attorneys to move for early settlement,
9 provide predictability for the attorneys and the class members, and reduce the time consumed by
10 counsel and court in dealing with voluminous fee petitions.”)

11 Courts have awarded attorney’s fees representing thirty percent of the total settlement
12 fund in cases with similar procedural postures as this case. In *Guerrero v. United States Gypsum*
13 *Company*, the court awarded attorney’s fees of 30% of the settlement fund after the case settled
14 approximately a year and half after filing. (S.D. Cal., Dec. 30, 2022) No. 321CV01502RBMJLB,
15 2022 WL 18026330, at *6. In awarding this fee, the court considered the following factors:

16 (1) “Class Counsel performed substantial work and investigation leading up to the Parties’
17 negotiation of the Settlement”; (2) “Class Counsel has considerable experience settling wage and
18 hour class actions” and had to conduct extensive research and demonstrate advanced skill in
19 presenting their arguments to convince Defendant it faced a significant risk”; and (3) “Class
20 Counsel faces heightened risk because this action was undertaken on a contingent basis.” *Ibid.*;
21 *see also Blount v. Host Healthcare, Inc.* (S.D. Cal., Apr. 12, 2022) No. 21-CV-310-MMA
22 (WVG), 2022 WL 1094616, at *1 (awarding attorney’s fees of 30% of the settlement fund after
23 the case settled at an Early Neutral Evaluation conference approximately 5 months after filing).

24 In fact, the requested fees here are less than those awarded in other class action
25 settlements with similar procedural postures. *See Bell v. Redfin Corporation* (S.D. Cal., Nov. 28,
26 2023) No. 20-CV-02264-AJB-SBC, 2023 WL 8241534, at *4 (awarding attorney’s fees of one-
27 third of the settlement fund, representing a multiplier of 1.15, after the case settled at mediation
28 approximately two years after filing); *Gomez v. H & R Gunlund Ranches, Inc.* (E.D. Cal.,

1 Nov. 23, 2011) No. CV F 10-1163 LJO MJS, 2011 WL 5884224, at *2, 5 (awarding attorney’s
2 fees of 45% of the settlement fund after the case settled approximately a year and a half after
3 filing and noting that “[s]ettlement at this early stage in the proceedings saves substantial
4 attorney’s fees, costs and expenses for all parties”); *Google*, 2018 WL 1052448 (approving the
5 requested fee award of one-third of the settlement fund after case settled at mediation
6 approximately a year after filing); *Chavez*, 162 Cal.App.4th at 60-66 (2008) (awarding one-third
7 of settlement fund after case settled at mediation approximately a year after the class complaint
8 was filed); *Longstreth v. PAQ, Inc.* (Cal. Super. Oct. 20, 2016) No. 15CV-0206, 2016 WL
9 7163981, at *3 (“an attorney’s fee of one-third of the common fund is just and reasonable,
10 especially taking into account the *exceptional (early) settlement that was achieved.*”) (emphasis
11 added).

12 2. Class Counsel’s Fee Request is Reasonable Based on a Lodestar Cross- 13 Check.

14 Although an analysis of the lodestar is not required for an award of attorney’s fees in
15 California, the California Supreme Court has recognized the use of a lodestar “cross-check” as a
16 “mechanism for bringing an objective measure of the work performed into the calculation of a
17 reasonable attorney fee.” *Laffitte*, 1 Cal.5th at 504-05. To establish the lodestar, courts multiply
18 the number of hours counsel worked on the case by a reasonable hourly rate, relying on counsel
19 declarations to provide these details. *Ibid.* After calculating the lodestar, a court may recognize
20 the propriety of an enhancement multiplier to account for a variety of factors. *Ibid.*

21 Here, Class Counsel’s lodestar to date is \$276,988. (Lee Decl. ¶50). Given that the notice
22 period is still open, and based on prior experience, Class Counsel anticipate they will expend
23 many more hours to respond to any class member questions, review and respond to any
24 objections, prepare the motion for final approval of class action settlement, and oversee
25 settlement administration over the course of the next year given the extended payment period of
26 approximately a year set forth in the Settlement Agreement if the proposed class action
27 settlement is approved. (Lee Decl. ¶37).

28 Class Counsel’s lodestar confirms that an award of thirty percent of the Maximum

1 Settlement Amount is justified. *See Guerrero*, 2022 WL 18026330, at *6 (approving award of
2 30% of the settlement fund, resulting in a lodestar multiplier of 1.14). “[T]he ultimate goal ... is
3 the award of a reasonable fee to compensate counsel for their efforts, irrespective of the method
4 of calculation.” *Apple Computer, Inc. v. Superior Ct.* (2005) 126 Cal.App.4th 1253, 1270
5 (internal quotation and citation omitted). Class Counsel have devoted 409.82 hours² and have a
6 lodestar value of \$276,988. (Lee Decl. ¶42). The fee request of \$352,500 represents a modest
7 multiplier of 1.27 of Class Counsel’s lodestar in this case, although as discussed below, review of
8 the factors applied by courts would justify applying a significant multiplier here.

9 **a. Class Counsel’s Hourly Rates Are Reasonable.**

10 Class Counsel are entitled to their requested hourly rates if they are “within the range of
11 reasonable rates charged by and judicially awarded comparable attorneys for comparable work.”
12 *Children’s Hosp. & Med. Ctr. v. Bonta* (2002) 97 Cal.App.4th 740, 783; *see also Ctr. For*
13 *Biological Diversity v. County of San Bernardino* (2010) 188 Cal.App.4th 603, 616 (generally,
14 the reasonable hourly rate “is that prevailing in the community for similar work”). The
15 reasonable market value of the attorney’s services is the measure of a reasonable hourly rate and
16 “applies regardless of whether the attorneys claiming fees charge nothing for their services,
17 charge at below-market or discounted rates, represent the client on a straight contingent fee basis,
18 or are in-house counsel.” *Ctr. for Biological Diversity*, 188 Cal.App.4th at 619. Rate
19 determinations from other cases and from the plaintiffs’ attorneys are satisfactory evidence of the
20 prevailing market rate. *United Steelworkers of Am. v. Phelps Dodge Corp.* (9th Cir. 1990) 896
21 F.2d 403, 407.

22 Class Counsel’s hourly rates are set forth in the supporting Declaration of Michelle G.
23 Lee. (Lee Decl. ¶44). These rates are reasonable given the substantial experience of Class
24 Counsel in complex class actions and employment wage and hour litigation. (Lee Decl. ¶¶6-11,
25 14-18; Declaration of John T. Mullan (“Mullan Decl.”), ¶¶4-23). This Court recently approved
26

27 ² This represents the total hours Class Counsel have spent on this case to date, as reduced
28 in the exercise of billing judgement.

1 Class Counsel’s hourly rates in an employment class action settlement. *See Jewett v. Oracle*
2 *America, Inc.*, Case No. 17-CIV-02669, San Mateo Superior Court (awarding Class Counsel
3 attorney’s fees equivalent to one-third of the Settlement Fund and approving 2024 hourly rates of
4 Rudy Exelrod Zieff & Lowe). (Mullan Decl., ¶5).

5 Other courts have repeatedly approved Class Counsel’s hourly rates (or their historical
6 equivalents). *See Jewett*, Case No. 17-CIV-02669, San Mateo Superior Court (approving 2024
7 hourly rates of Rudy Exelrod Zieff & Lowe attorneys and paralegals, including John Mullan);
8 *Winget v. Sutter Health*, Case No. RG21092676, Alameda Superior Court (approving John
9 Mullan’s 2024 hourly rate); *Hirsch v. WWNA*, Case No. 2:19-cv-9782-DSF (U.S.D.C., C.D. Cal)
10 (approving John Mullan’s 2021 hourly rate); *McDonald v. Apollo*, Case No. CV 4:17-cv-04915-
11 HSG (U.S.D.C., N.D. Cal) (approving John Mullan and Michelle Lee’s 2017 hourly rate););
12 *Spicher v. Aidells Sausage Company, Inc.*, Case No. 3:15-cv-05012-WHO (U.S.D.C., N.D. Cal.)
13 (approving John Mullan and Michelle Lee’s 2017 hourly rates); *Woodruff v. Broadpectrum*
14 *Downstream Services, Inc.*, Case No. 3:14-cv-04105-EMC (U.S.D.C., N.D. Cal.) (approving
15 John Mullan and Michelle Lee’s 2016 hourly rates); *Connolly v. Weight Watchers North*
16 *America, Inc.*, Case No. 14-cv-01983-TEH (U.S.D.C., N.D. Cal.) (approving John Mullan and
17 Michelle Lee’s 2014 hourly rates).

18 Further, Class Counsel’s rates are also in line with the prevailing market rates for
19 attorneys of comparable experience in the San Francisco Bay Area. Reputable members of the
20 plaintiffs’ employment bar have attested to this fact, under oath. *See* Declarations of Connie
21 Chan, Rebecca Peterson-Fisher, and James Kan in support of Plaintiffs’ Motion for Attorney’s
22 Fees, Costs, and Service Awards; *see also Chess v. Volkswagen Group of America, Inc.* (N.D.
23 Cal. Sept. 12, 2022) No. 17-cv-07287-HSG, 2022 WL 4133300 (finding billing rates ranging up
24 to \$1,100 for partners and up to \$800 for associates to be “in line with prevailing rates in this
25 district for personnel of comparable experience, skill, and reputation”); *Carlotti v. ASUS*
26 *Computer Int’l* (N.D. Cal. June 22, 2020) No. 18-cv-03369-DMR, 2020 WL 3414653, at *5-6
27 (finding hourly rates ranging from \$950 to \$1,025 for partners, \$450-900 for other attorneys, and
28 \$225-\$275 for legal assistants reasonable); *In re Volkswagen “Clean Diesel” Mktg., Sales Pracs.*,

1 & *Prod. Liab. Litig.* (N.D. Cal. March 17, 2017) No. 2672 CRB (JSC), 2017 WL 1047834, at *5
2 (finding rates ranging from \$275 to \$1,600 for partners, \$150 to \$790 for associates, and \$80 to
3 \$490 for paralegals reasonable); *Williams v. La Perla N. Am., Inc.* (N.D. Cal. May 3, 2024) No.
4 3:23-CV-01633-JSC, 2024 WL 1974546, at *7 (finding that the hourly rates being claimed for
5 Northern California legal work were reasonable: \$1,065 per hour for a partner and \$710 per hour
6 for a third year associate).

7 **b. Class Counsel’s Recorded Hours Are Reasonable.**

8 Further, the hours recorded by Class Counsel are reasonable. Hours are reasonable if “at
9 the time rendered, [they] would have been undertaken by a reasonable and prudent lawyer to
10 advance or protect his client’s interest.” *Moore v. Jas. H. Matthews & Co.* (9th Cir. 1982) 682 F.2d
11 830, 839 (“The measure of reasonable hours is determined by the profession’s judgment of the
12 time that may conscionably be billed and not the least time it might theoretically have been
13 done”). In determining the reasonableness of hours, the court may consider “the entire course of
14 the litigation.” *Vo v. Las Virgenes Municipal Water Dist.* (2000) 79 Cal.App.4th 440, 447.

15 As described in Class Counsel’s declarations, the work performed included: detailed
16 investigation, including interviews with fact witnesses and review of schedules, pay stubs, and
17 time records; drafting the complaint; analyzing extensive pay records and other evidentiary
18 records; interviewing class members; working with experts to determine Plaintiffs’ alleged
19 damages exposure; preparing a mediation brief and attending mediation; negotiating the
20 Settlement Agreement, Notice, and all related documents; working with Defendants and
21 Plaintiffs’ expert to collect and review timekeeping, scheduling, and payroll data; working with
22 Plaintiffs’ expert to calculate individual damages pursuant to the agreed-upon plan of allocation;
23 working with the Named Plaintiffs to contact class members to obtain contact information;
24 overseeing the Notice process and responding to class member questions; drafting the
25 Preliminary Approval motion; and assisting in the administration of the Settlement. (Lee Decl.
26 ¶36).

27 Notably, due to the state of Defendants’ records including incomplete timekeeping data
28 and contact information, Class Counsel spent a significant amount of time reviewing and

1 collecting data and information that should have been readily provided by Defendants. In fact,
2 approximately 41% of the attorney time expended in this case was *after* the case settled at
3 mediation, focused primarily on collecting necessary information and addressing data issues to
4 complete the plan of allocation. (Lee Decl. ¶34).

5 As set forth above, *supra* Section II, the data provided by Defendants contained numerous
6 deficiencies that inhibited Class Counsel and their expert from applying a straightforward
7 automated review of the data, and instead required Class Counsel to manually comb through both
8 the audited and unaudited versions of the data, compare the reported clock in/out times with the
9 shift schedules provided, and work with the expert to reconcile these discrepancies. (Lee Decl.
10 ¶30). Additionally, due to Defendants' inability to provide complete employee records for 20
11 class members, including last known employee addresses, telephone numbers, and/or social
12 security numbers, Class Counsel spent a significant amount of time attempting to find class
13 member contact information. (Lee Decl. ¶33). Working with the Named Plaintiffs, Class
14 Counsel's efforts included individually messaging potential class members on social media
15 platforms and calling and texting class members to get updated addresses. (*Ibid.*)

16 Following review of the time records, Class Counsel exercised billing judgment to
17 remove hours deemed unnecessary, cutting 32.30 hours in the exercise of billing judgement, or
18 the equivalent of \$20,095.00 in fees. (*Id.* at ¶42). Class Counsel ultimately determined that 409.8
19 of the hours recorded were reasonable and necessary to the advancement of this litigation. (Lee
20 Decl. ¶¶41-42).

21 Further, the notice period is still open and Class Counsel must still respond to class
22 member questions, disputes, or objections, file their Motion for Final Approval, and prepare for
23 the Final Approval Hearing. Class Counsel also anticipate spending additional time assisting with
24 settlement administration should the Court grant final approval, including answering class
25 member questions, communicating with the Settlement Administrator, and negotiating with
26 Defendants as necessary regarding any settlement administration issues that may arise over the
27 course of the next year given the extended payment period of approximately a year set forth in
28 the Settlement Agreement if the proposed class action settlement is approved. (Lee Decl. ¶37).

1 For these reasons, the multiplier will continue to diminish further as Class Counsel continue to
2 work on the case. The lodestar thus justifies that the fees requested in this case are reasonable.
3 As outlined below, factors considered in awarding multipliers also support this conclusion.

4 **3. The Circumstances of this Case Demonstrate the Reasonableness of**
5 **the Attorney’s Fees Requested.**

6 In assessing whether fees are reasonable, California courts generally consider factors
7 including the result counsel obtained; the difficulty of the questions involved; the experience and
8 skill of the attorneys; the contingent nature of the case and the delay in payment to class counsel;
9 the extent to which the nature of the litigation precluded other employment by class counsel. *See*
10 *Serrano v. Priest* (1977) 20 Cal.3d 25, 49. The California Supreme Court has explained that a
11 lodestar multiplier may be appropriate in class actions to account for “the quality of the
12 representation, the novelty and complexity of the issues, the results obtained, and the contingent
13 risk presented.” *Laffitte*, 1 Cal.5th at 489; *see also Graham v. DaimlerChrysler Corp.* (2004) 34
14 Cal.4th 553, 582; *PLCM Group v. Drexler* (2000) 22 Cal.4th 1084, 1095 (lodestar “may then be
15 adjusted, based on consideration of factors specific to the case, in order to fix the fee at the fair
16 market value for the legal services provided.”).

17 While these factors would justify a significant positive multiplier on the lodestar, Class
18 Counsel seeks a modest multiplier of 1.27 in requesting the Court award 30% of the Maximum
19 Settlement Amount.³

20 **Results Obtained:** The \$1,175,000 in monetary relief obtained as part of the settlement
21 reached in this case represents an excellent outcome for the class. Class Members will receive
22 significant gross settlement shares on average of approximately \$10,960. (Lee Decl. ¶26). Class
23 Counsel estimated the total damages, interest, and penalties, including PAGA penalties, to be
24 around \$2.47 million. (*Id.* at ¶25). Of this amount, we estimate damages, statutory penalties, and
25 interest at approximately \$1,677,000 and PAGA penalties at approximately \$793,000. (*Ibid.*).

26 _____
27 ³ The Settlement Agreement provides for Class Counsel to seek up to one-third (33-1/3%)
28 of the Maximum Settlement Amount, or \$391,666.67, as also included in the Notice to Class
Members. Class Counsel seek a reduced amount of \$352,500, a reduction of \$39,166.67.

1 The Settlement therefore represents recovery of 47.6%, a high proportion of the damages
2 suffered by the Class. (*Ibid*). This exceptionally high percentage of recovery further supports
3 Class Counsel’s request for fees. *See Waldbuesser v. Northrop Grumman Corp.* (C.D. Cal.,
4 Oct. 24, 2017), No. CV 06–6213–AB (JCX), 2017 WL 9614818, at *3 (awarding one-third in
5 attorney’s fees where settlement fund represented only 29% of the claimed damages); *Guerrero*,
6 2022 WL 18026330, at *6 (awarding 30% in attorney’s fees and applauding Class Counsel for
7 the significant benefit obtained for the class – “[c]onsidering that Class Members here earned an
8 average of \$22.36 per hour, the average recovery (including the Pick-Up Stix Payment) equals
9 pay for over 39 hours of work.”) Further, the Individual Settlement Awards will be calculated on
10 an individualized, pro rata basis, to provide a more individualized calculation of damages than is
11 the norm for similar class actions. (Lee Decl. ¶26). This Settlement is an excellent result for Class
12 Members given the significant risks they would face if the litigation continued, including the risk
13 that the claims would not be certified, the risk on the merits, and the risk to recovery of
14 significant damages from Defendants. *See In re LinkedIn User Priv. Litig.* (N.D. Cal. 2015) 309
15 F.R.D. 573, 587 (“Immediate receipt of money through settlement, even if lower than what could
16 potentially be achieved through ultimate success on the merits, has value to a class, especially
17 when compared to risky and costly continued litigation.”). These benefits could have justified a
18 large multiplier in this case, and thus strongly support the percentage calculation of fees Class
19 Counsel are seeking.

20 **Quality of Representation:** The experience and ability of Class Counsel were essential
21 to the successful result achieved. Courts routinely find that a “a one-third fee is appropriate where
22 ‘[c]ounsel litigated effectively, and their experience was essential for obtaining the result.’”
23 *Marshall v. Northrop Grumman Corporation* (C.D. Cal., Sept. 18, 2020) No. 16-CV-6794 AB
24 (JCX), 2020 WL 5668935, at *3; *see also Jewett v. Oracle America, Inc.*, Case No. 17-CIV-
25 02669, County of San Mateo (finding Rudy Exelrod Zieff and Lowe’s hourly rates reasonable
26 given Counsel’s “substantial experience in complex class actions.”).

27 Class Counsel have been recognized for their excellence in employment litigation and are
28 experienced in wage and hour class action litigation. (Lee Decl. ¶¶3-18; Mullan Decl. ¶¶3-24) As

1 set forth above, Class Counsel performed significant work in the case, including pre-filing fact
2 investigation; drafting the complaint; analyzing an extensive pay records and other evidentiary
3 records; interviewing class members; working with experts to determine Plaintiffs' alleged
4 damages exposure; attending mediation; negotiating the Settlement Agreement, Notice, and all
5 related documents; drafting the Preliminary Approval motion; collecting and reviewing data with
6 Plaintiffs' expert to calculate each Class Member's estimated award; working with the Named
7 Plaintiffs to contact class members to obtain contact information; and assisting in the
8 administration of the Settlement. (Lee Decl. ¶36). Class Counsel's efforts ensured that the case
9 resolved efficiently at mediation, further weighing in favor of the requested fee award.

10 **Contingent Risk:** The risks incurred by Class Counsel were also significant. The
11 prosecution of this class action has involved significant financial risk for Class Counsel, who
12 undertook the matter solely on a contingency basis, with no guarantee of recovery. (Lee Decl.
13 ¶35). By the time of the Final Approval Hearing, Class Counsel will have invested hundreds of
14 hours without receiving any fees for their work on behalf of the Class. (*Ibid.*) Class Counsel's
15 commitment to this case precluded the firm accepting other profitable cases, both because of the
16 number of hours this case required and because Class Counsel needed to ensure adequate
17 resources to litigate the case. (*Ibid.*) The fact that Class Counsel was precluded from accepting
18 other work as a result of their work in this case also supports the fee request. *Ketchum v. Moses*
19 (2001) 24 Cal.4th 1122, 1132 (citing *Serrano*, 20 Cal.3d at 49).

20 **B. The Requested Reimbursement of Costs and Expenses Is Reasonable and**
21 **Proper.**

22 Both the common fund doctrine and Labor Code §2699(g)(1) provide for the
23 reimbursement of plaintiffs' litigation expenses. *See Laffitte*, 1 Cal.5th at 486, 503. Courts
24 routinely reimburse class counsel for costs incurred in prosecuting civil actions on a contingent
25 basis. *Plumbers & Steamfitters, Local 290 v. Duncan* (2007) 157 Cal.App.4th 1083, 1099. The
26 Agreement accordingly provides for the reimbursement of Class Counsel's reasonable costs.

27 Here, Class Counsel seeks reimbursement of \$27,368.71 in out-of-pocket costs
28 Reasonably and necessarily expended in this case, and \$7,000 in Settlement Administrator Costs,

1 to be paid from the Settlement Fund. Class Counsel’s expenses include expert expenses,⁴ court
2 fees and court filing messenger services, electronic legal research, and mediator’s fee. (Lee Decl.
3 ¶¶52-53). Courts regularly approve these types of expenses for reimbursement. *See, e.g.*,
4 *Plumbers & Steamfitters*, 157 Cal.App.4th at 1099 (approving reimbursement of similar costs);
5 *In re Media Vision Tech. Sec. Litig.*, 913 F. Supp. 1362, 1366-1372 (N.D. Cal. 1996) (same). The
6 cost items expended were reasonable and necessary for the successful prosecution of this case—
7 Class Counsel could not have successfully obtained the relief they did without having incurred
8 each cost item. Specifically, as mentioned above, numerous deficiencies in the data produced by
9 Defendants required hours of expert analysis. (Lee Decl. ¶29).

10 The award of costs also accords with the California Labor Code, which expressly
11 provides that persons injured by wage discrimination are entitled to “costs of the suit,” and
12 authorizes recovery of costs under PAGA. Cal. Lab. Code §§ 1197.5(h), 2699(1). For these
13 reasons, Class Counsel’s request for reimbursement of costs and expenses is reasonable. The
14 award of costs also accords with the California Labor Code, which expressly provides that
15 persons injured by wage discrimination are entitled to “costs of the suit,” and authorizes recovery
16 of costs under PAGA. Cal. Lab. Code §§ 1197.5(h), 2699(1). For these reasons, Class Counsel’s
17 request for reimbursement of costs and expenses is reasonable.

18 Settlement Administrator Simpluris’ costs of \$7,000 to administer the settlement is
19 reasonable. As set forth in the Declaration of Alina Islas (“Islas Decl.”), Simpluris’ work has
20 included, among other things, translating, printing, and mailing the Notice of Class Action
21 Settlement (“Notice Packet”); receiving undeliverable Notice Packets; receiving any requests for
22 exclusion; and answering questions from Class Members. (Islas Decl. ¶4). If the Court grants

23 _____
24 ⁴ Class Counsel engaged experienced damages consultant, Judy Yip at Hemming Morse,
25 LLC, to review Defendants’ payroll records and calculate damages. Ms. Yip is experienced in the
26 valuation of wage and hour class claims. Additionally, the parties’ Settlement Agreement
27 provided for Class Counsel’s damages expert to calculate individual recoveries from the
28 settlement fund based on the plan of allocation. Ms. Yip spent significant time reviewing
Defendants’ timekeeping and payroll data productions and extrapolating individual recovery
from that data. Ms. Yip’s CV was attached as Exhibit A to the Declaration of Michelle G. Lee In
Support of Plaintiffs’ Unopposed Motion for Preliminary Approval of Class Action Settlement.

1 final approval of the Settlement, Simpluris will further be responsible, among other things, for:
2 calculating individual Settlement payments, distributing funds, and tax-reporting following final
3 approval; and mailing Settlement checks in two separate payments over time. (*Ibid.*).

4 C. The Requested Service Awards Are Reasonable and Justified.

5 Courts routinely approve service awards to compensate named plaintiffs for the services
6 they provide and the risks they incur during class action litigation. *See, e.g., Bell v. Farmers Ins.*
7 *Exchange* (2004) 115 Cal.App.4th 715, 726 (upholding “service payments” to named plaintiffs
8 for their efforts in bringing the case); *Newberg on Class Actions* (4th ed. 2002) § 11:38, 81.

9 Service awards “are intended to compensate class representatives for work done on behalf
10 of the class, to make up for financial or reputational risk undertaken in bringing the action, and,
11 sometimes, to recognize their willingness to act as a private attorney general.” *In re Cellphone*
12 *Fee Termination Cases* (2010) 186 Cal.App.4th 1380, 1393-94; *Munoz v. BCI Coca-Cola*
13 *Bottling Co. of Los Angeles* (2010) 186 Cal.App.4th 399, 412 (“Plaintiffs are eligible for
14 reasonable incentive payments to compensate them for the expense or risk they have incurred in
15 conferring a benefit on other members of the class.”).

16 Here, Plaintiffs seek service awards of \$5,000 for each of the Named Plaintiffs. These
17 awards are in line with awards in similar litigation and fully justified by the risks and efforts
18 undertaken by Plaintiffs here.

19 1. The Service Awards Are in Line with Comparable Cases.

20 There is no cap on the proper amount of a service award under California law, and the
21 proposed awards here are well within the range that California and federal courts have found
22 reasonable. *See* Mullan Decl. ¶¶ 5-23; *see also Guerrero*, 2022 WL 18026330, at *8 (approving
23 \$5,000 in service payments); *Google*, 2018 WL 1052448, at *3 (same); *Munoz v. BCI Coca-Cola*
24 *Bottling Co. of Los Angeles* (2010) 186 Cal.App.4th 399, 412 (awarding \$5,000 in service
25 payments); *In re Cellphone Termination Fee Cases* (2010) 186 Cal.App.4th 1380, 1395
26 (approving \$10,000 in service payments).

27 2. The Criteria for Service Awards Support the Amounts Sought Here.

28 The requested service awards are supported by all of the “[c]riteria courts may consider in

1 determining whether to make an incentive award.” *In re Cellphone Fee Termination Cases*,
2 186 Cal.App.4th at 1394-95 (citing *Van Vranken v. Atlantic Richfield Co.* (N.D. Cal. 1995) 901
3 F. Supp. 294, 299). These include: “1) the risk to the class representative in commencing suit,
4 both financial and otherwise; 2) the notoriety and personal difficulties encountered by the class
5 representative; 3) the amount of time and effort spent by the class representative; 4) the duration
6 of the litigation and; 5) the personal benefit (or lack thereof) enjoyed by the class representative
7 as a result of the litigation.” *Ibid.* Here, all of these criteria weigh in favor of granting the
8 requested service awards to Plaintiffs.

9 The Named Plaintiffs undertook significant risks in bringing this case. As a current
10 employee, Ms. Santizo continued to work for Defendants – a small mom-and-pop diner – while
11 actively suing them. (Declaration of Norma Santizo In Support of Plaintiffs’ Motion for
12 Attorney’s Fees, Costs, and Service Awards (“Santizo Decl.”), ¶¶3,12-13). Considering that both
13 she and her husband work for Defendants, Plaintiff Santizo’s entire household income depends
14 on continued employment by Defendants. (*Id.*, ¶13). Plaintiff Santizo risked retaliation as a result
15 of filing this lawsuit, including reduced work hours and schedule adjustments. (*Id.*, ¶12). Both
16 Plaintiffs Santizo and Lee further risked retaliation as related to their future employment. (*Id.*,
17 ¶¶12; Declaration of Mimi Lee In Support of Plaintiffs’ Motion for Attorney’s Fees, Costs, and
18 Service Awards (“Mimi Lee Decl.”), ¶10). Although unlawful, it is common for prospective
19 employers to discriminate, retaliate, or perceive Named Plaintiffs negatively because of their
20 involvement in a lawsuit against their former employer.

21 Plaintiffs’ active involvement in the case also supports the service awards. Plaintiffs
22 devoted substantial time and effort to the case, including meeting and speaking with Class
23 Counsel on numerous occasions to provide information and evidence in support of the claims;
24 providing Class Counsel with relevant documents; identifying key witnesses; assisting with
25 discovery discussions; preparing for and attending a full-day mediation; and providing
26 information to and consulting with Class Counsel regarding settlement issues. (Santizo Decl. ¶¶5-
27 9; Mimi Lee Decl. ¶¶4-8). Both Plaintiffs spent significant time being interviewed by Class
28 Counsel regarding the wage and hour violations and payment policies for Neal’s Coffee Shop

1 employees and gathering supporting documents, including paystubs, paychecks, time records,
2 and schedules. (Santizo Decl. ¶¶6-7; Mimi Lee Decl. ¶¶5-7). Plaintiffs Santizo’s commitment to
3 the Class was particularly vital to achieving a settlement in this case. Ms. Santizo spent
4 approximately 70 hours on this case, serving as the de facto main point of contact for current and
5 former employees to answer questions about the lawsuit. (Santizo Decl. ¶¶5-10). It was common
6 for Ms. Santizo to meet with colleagues to explain the case and locate relevant documents in their
7 possession, including paystubs, paychecks, contemporaneous time records, and schedules. (*Ibid*).
8 Additionally, Ms. Santizo connected Class Counsel with current employees for purposes of
9 investigative interviews. (*Ibid*). Separately, Ms. Santizo spent approximately 15 hours being
10 interviewed. (*Ibid*). Ms. Santizo was pivotal in Counsel’s efforts to locate approximately 20 class
11 members for which Defendant was unable to provide accurate contact information. Plaintiff
12 Santizo spent hours searching Facebook to identify and locate these former employees and
13 contacting current and former employees by phone. (Santizo Decl., ¶11)

14 Finally, it is appropriate to recognize the Plaintiffs for their “public service of contributing
15 to the enforcement of mandatory laws.” *Sullivan v. DB Investments, Inc.* (3d Cir. 2011) 667 F.3d
16 273, 333 n.65 (citation and quotation omitted). Without Plaintiffs’ willingness to take on the
17 burden to publicly engage Defendants for the benefit of the Class, no class recovery would have
18 been possible. Plaintiffs took on the risk of delaying a resolution of their individual claims in
19 order to proceed with a class action so that other Neal’s Coffee Shop employees could also
20 benefit. Solely because Plaintiffs came forward at substantial personal risk and dedicated their
21 time and efforts to the case, Defendants will pay \$1,175,000 into a common fund for the benefit
22 of all Class Members.

23 **IV. CONCLUSION**

24 For the reasons set forth above, Class Counsel respectfully request that the Court grant
25 their Motion, awarding attorney’s fees of \$352,500, reimbursement of litigation expenses and
26 costs incurred by Plaintiffs’ counsel of \$27,368.71, reimburse Simpluris for \$7,000 in settlement
27 administration costs, and award service awards in the amount of \$5,000 to each of the two class
28 representatives.

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DATED: January 30, 2026

Respectfully submitted,

RUDY, EXELROD, ZIEFF & LOWE, LLP



By: _____

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