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8  
9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
10 **COUNTY OF RIVERSIDE**  
11

12 **DEAN PARSONS**, individually and on behalf  
13 of all others similarly situated,

14 Plaintiff,

15 vs.

16 **LA SIERRA UNIVERSITY**, a California  
17 Non-Profit Corporation,

18 Defendant  
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Case No. CVRI2000104

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

Date: May 19, 2022  
Time: 8:30 a.m.  
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1 **I. INTRODUCTION**

2 In conjunction with their motion for final approval, Plaintiff Dean Parsons (“Plaintiff” or “Class  
3 Representative”) moves this Court for an award of attorneys’ fees in the amount \$192,740, representing  
4 one-third of the \$578,220 Gross Settlement;<sup>1</sup> reimbursement of out-of-pocket expenses in the amount of  
5 \$19,405.94; and an enhancement award for the Class Representative in the amount of \$7,500. As set forth  
6 in this motion, Class Counsel believe the fee request is appropriate because of the excellent result achieved  
7 for the Classes, and the risk and financial burden Class Counsel undertook to litigate this novel and  
8 complex case on a contingent basis. The Settlement provides robust monetary payments to Adjunct Class  
9 Members (“Adjunct CMs”),<sup>2</sup> with an average payment of \$332.83 and the highest payment is \$5,701.41,  
10 and a flat \$50.09 payment to each Reimbursement Class Members (“Reimbursement CMs”).<sup>3</sup> In addition,  
11 this action resulted in significant non-monetary relief because La Sierra University (“Defendant” or  
12 “LSU”) changed its compensation practices by reclassifying Adjunct CMs as hourly non-exempt  
13 employees, retroactively reimbursing Reimbursement CMs for their expenses incurred in working  
14 remotely during the COVID pandemic, and continuing reimbursement under this policy going forward.

15 The requested attorneys’ fees are reasonable and fair because they represent the routinely  
16 approved one-third of the Gross Settlement Amount under the common fund approach. Under a lodestar-  
17 multiplier cross-check, the requested fees represent a multiplier of only 1.04 to Class Counsel’s lodestar  
18 to date, and will likely be less than Class Counsel’s lodestar by the time this case closes many months  
19 from now.

20 The requested \$19,405.94 in out-of-pocket costs incurred in connection with this litigation are  
21 \$594.06 less than the \$20,000 allowed by the Settlement. The difference will be added to the Net  
22 Settlement, increasing each Adjunct Class Member’s share.

23 \_\_\_\_\_  
24 <sup>1</sup> The Settlement Agreement is **Exhibit 1** to the Declaration of Julian Hammond In Support of Plaintiff’s  
25 Motion for Preliminary Approval of Class Action Settlement, filed August 11, 2021; and the Amendment  
26 to the Class Action Settlement Agreement is **Exhibit 1** to the Supplemental Declaration of Julian  
27 Hammond In Support of Plaintiff’s Motion for Preliminary Approval of Class Action Settlement filed on  
28 September 23, 2021 (collectively referred to as the “Settlement Agreement”). The settlement amount was  
initially \$550,000 with \$8,800 allocated to 176 Reimbursement Class Members. Following preliminary  
approval, Defendant identified an additional 582 Reimbursement Class Members which increased the  
reimbursement class size to 758 members. This triggered the escalator clause in the Settlement Agreement  
and increased the overall Gross Settlement by \$28,220 to \$578,220.

<sup>2</sup> Adjunct Class Members are defined as adjunct lecturers employed by LSU in California from November  
12, 2016 through November 15, 2021 (“Adjunct Class Period”).

<sup>3</sup> Reimbursement CMs are defined as LSU employees in California who worked remotely from March 4,  
2020 until November 15, 2021.

1 The Class Representative’s requested \$7,500 Enhancement Award is commensurate with the risks  
2 taken and effort expended by Plaintiff, without whose efforts the Classes would not have recovered their  
3 alleged unpaid wages or unreimbursed expenses, and are similar to awards approved by courts as  
4 reasonable.

5 Not one of the 388 Adjunct CMs and 758 Reimbursement CMs have objected to the requested  
6 fees, costs, or enhancement award. Only one CM submitted a valid Objection Form which does not  
7 actually object to the settlement at all. Declaration of Erin La Russa Regarding Notice Administration  
8 (“La Russa Decl.”), filed herewith, ¶ 14 and **Exhibit E**. Accordingly, the Court should approve the  
9 requested amounts in full.

10 **II. THE REQUESTED ATTORNEYS’ FEES ARE REASONABLE**

11 **A. The Overwhelming Positive Reaction of the Class and Excellent Result Obtained by**  
12 **the Settlement Support Approval of the Requested Attorneys’ Fees and Costs**

13 The positive reaction of the Class supports the requested fee award. The Court-approved Notice  
14 informed Class Members of the Gross Settlement Amount, the requested attorneys’ fees, costs and class  
15 representative Enhancement Award. To date, out of 388 Adjunct CMs, only 7 have opted out of the  
16 settlement. Out of 758 Reimbursement CMs, only 19 have opted out. La Russa Decl. ¶ 13. Thus, 97.5%  
17 of the Reimbursement Class, and 98.2% of the Adjunct Class will participate in the Settlement. Id. ¶¶ 16-  
18 17. As discussed in the Memorandum of Points and Authorities in Support of Plaintiff’s Motion for Final  
19 Approval, filed herewith, the lone valid Objection raises no issues with the Settlement, including the  
20 requested fee award. Declaration of Julian Hammond In Support of Plaintiff’s Motion for Final Approval  
21 (“Hammond Final Decl.”), filed herewith, ¶ 76.

22 This overwhelmingly positive reaction is consistent with the substantial benefit achieved for the  
23 Classes. Adjunct CMs will be paid *pro rata* based on the number of credits taught during the Adjunct  
24 Class Period with an average payment of \$332.83 and the highest payment of \$5,701.41. La Russa Decl.  
25 ¶ 19. Reimbursement CMs will each receive a flat \$50.09. Id. The Settlement is non-reversionary,  
26 meaning the Defendant will pay the entire settlement amount, in addition to employers’ side payroll tax,  
27 and each participating CM will automatically receive a payment.

28 The Settlement represents a substantial recovery because Plaintiff faced a very real risk of  
recovering nothing for either Class in light of Defendant’s actual and potential defenses, including  
Defendant’s contention that LSU is subject to the ministerial exception, which would bar any recovery by  
the Plaintiff; risks associated with class certification and the merits; and additional risk of litigating during  
the Covid-19 pandemic. Hammond Final Decl. ¶ 58; 62.

1           **B. The Requested Attorneys’ Fees Are Reasonable Under the Percentage of the Fund**  
2           **and Lodestar-Multiplier Analyses**

3           The award of attorneys’ fees in common fund wage and hour class action settlements should start  
4 with the percentage method. *See Laffitte v. Robert Half Int’l*, 1 Cal. 5th 480, 503 (2016) (“We join the  
5 overwhelming majority of federal and state courts in holding that when class action litigation establishes  
6 a monetary fund for the benefit of the class members, and the trial court in its equitable powers awards  
7 class counsel a fee out of that fund, the court may determine the amount of a reasonable fee by choosing  
8 an appropriate percentage of the fund created.”). The Supreme Court has also affirmed the lodestar-  
multiplier method for determining the 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.

9           **1. The Requested Fees Are Reasonable Under the Percentage of the Fund Approach**

10           **a. Plaintiff has Created a Substantial Common Fund**

11           Courts in California have long recognized the equitable “common fund” doctrine under which  
12 attorneys who create a common fund or benefit for a group of persons may be awarded their fees and costs  
13 out of that fund. “[W]hen a number of persons are entitled in common to a specific fund, and an action  
14 brought by a plaintiff or plaintiffs for the benefit of all results in the creation or preservation of that fund,  
15 such plaintiff or plaintiffs may be awarded attorney’s fees out of the fund.” *Serrano v. Priest*, 20 Cal. 3d  
16 25, 34 (1977); *see also Boeing Co. v. Van Gemert*, 444 U.S. 472, 478 (1980) (“[A] lawyer who recovers  
a common fund . . . is entitled to reasonable attorneys’ fee from the fund as a whole”).

17           Here, there is an easily calculable \$578,220 common fund that will provide substantial benefits to  
18 the Classes. *See Serrano*, 20 Cal. 3d at 35 (common fund approach is available when Class Counsel’s  
19 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.”).

20           **b. Fee Awards of One-Third of the Common Fund Are Routinely Awarded**

21           The requested fees represent 1/3 of the Gross Settlement—a percentage routinely awarded in  
22 common fund settlements. *See e.g., Laffitte*, 1 Cal. 5th at 489 (affirming a fee award of 33% of the  
23 settlement); *Chavez v. Netflix, Inc.*, 162 Cal. App. 4th 43, 66, n.11 (2008) (“[e]mpirical studies show that,  
24 regardless of whether the percentage method or the lodestar method is used, fee awards in class actions  
25 average around one-third of recovery.”); *Newberg on Class Actions* § 15.73 (5th ed.) (“[F]ee awards in  
26 class actions average around one-third of the recovery.”). This percentage is in line with (or lower than)  
27 the contingency fee that Class Counsel and the class members would likely have agreed to if such  
28 agreement had been possible. *Hammond Final Decl.* ¶ 9; *See, e.g., Matter of Cont’l Ill. Sec. Litig.*, 962



1 F.2d 566, 572 (7th Cir. 1992) (in a common fund case, the object “is to give the lawyer what he would  
2 have gotten in the way of a fee in an arm’s length negotiation, had one been feasible”).

3 **c. The Requested Fees Are Fair and Reasonable**

4 The requested fees constitute a reasonable charge to the Classes in light of (1) the excellent results  
5 achieved for the Classes; (2) the risk of litigation including the complexity and novelty of the case; (3)  
6 the financial burden carried by Class Counsel litigating this case on a contingent basis; (4) preclusion of  
7 other income-generating work; (5) similar contingent fee arrangements in private litigation; and (6)  
8 awards made in similar cases.

9 **i. Plaintiff Obtained Excellent Monetary and Nonmonetary Results**

10 Plaintiff and Class Counsel obtained an excellent monetary result for the Classes, with an average  
11 recovery per Adjunct of \$332.83 and the highest payment of \$5,701.41. La Russa Decl. ¶ 19. Each  
12 Reimbursement CM will receive \$50.09. *Id.* In addition, starting in Fall 2020, LSU changed its  
13 compensation practices, including reclassifying Adjuncts as hourly employees and paying them on an  
14 hourly basis for all hours worked including for work performed before and after each Course; and  
15 retroactively reimbursing employees for remote work expenses starting in January 2021. Hammond Final  
16 Decl. ¶ 62.

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

18 Plaintiff’s Counsel have expended over 271 hours litigating this case, all as-yet uncompensated,  
19 and without any certainty of receiving payment. Hammond Final Decl. ¶ 53. Plaintiff’s central theory on  
20 their Adjunct claims — that adjuncts are piece-rate workers — is a novel theory that has not been decided  
21 by any appellate court (or even trial level court). *Id.* ¶ 57. If the Parties continued to litigate this case, the  
22 Court would ultimately rule on the question of whether the Course rate is a piece rate, and the losing party  
23 would almost certainly appeal. The litigation risk in this case was further increased because of Defendant’s  
24 contention that the ministerial exception potentially barred all of Plaintiff’s claims. *Id.* ¶ 58. The  
25 uncertainties of continued litigation presented a very real risk that Plaintiff would be unable to litigate his  
26 class claims at all and put CMs at a risk of recovering nothing.

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

28 Taking this case required Class Counsel to avoid pursuing other fee-generating work and to divert  
time that could have been spent on the Class Counsel’s other cases. *See Serrano*, 20 Cal. 3d at 49 (one of  
the factors that weighs in favor of granting request for attorneys’ fees is “the extent to which the nature of  
the litigation precluded other employment by the attorneys”). Hammond Final Decl. ¶ 63.



1 Case No. 19-CV-04350 (Merced County Superior Court) (April 6, 2021) (approving fees of 33% in  
2 \$1,534,725 wage and hour class action); *Miner, et al. v. ITT Educational Services, Inc.*, Case No. 3:16-  
3 cv-04827-VC (N.D. Cal.) (March 19, 2021) (approving fees of 33% in a \$5.2 million wage and hour class  
4 action); *Granberry v. Azusa Pacific University*, Case No. 19STCV28949 (Los Angeles County Superior  
5 Court)(March 5, 2021) (approving fees of 33% in a \$1,112,100 wage and hour class action); *Ott v.*  
6 *California Baptist University*, Case No. RIC1904830 (Riverside County Superior Court) (January 26,  
7 2021) (33% fee award in \$700,000 wage and hour class action); *Pereltsvaig v. Cartus Corp.*, Case No.  
8 19CV348335 (Santa Clara County Superior Court) (Jan. 13, 2021) (approving fees of 1/3 in a \$300,000  
9 wage and hour class action); *Pereltsvaig v. Leland Stanford Jr. University*, Case No. 17-CV-311521 (Cal.  
10 Sup. Ct. Santa Clara Cnty. Jan. 4, 2019) (approving fee of 33% in \$886,890 wage and hour class action);  
11 and other wage and hour cases. Hammond Final Decl. ¶ 6.

12 **2. The Fees Request Is Reasonable Under the Lodestar-Multiplier Method**

13 California’s lodestar-multiplier method is a two-step process of fee calculation under which the  
14 Court first determines a lodestar value of the fees by multiplying the time reasonably spent on the case by  
15 a reasonable hourly rate. *In re Consumer Privacy Cases*, 175 Cal. App. 4th 545, 556-57 (2009). The  
16 Court may then enhance the lodestar by applying a multiplier to take into account the contingent nature  
17 and risk associated with the action, the degree of skill required, and the ultimate success achieved, as well  
18 as other factors. *See Ketchum v. Moses*, 24 Cal. 4th 1122, 1132 (2001) (also explaining that the “purpose  
19 of a fee enhancement, or so-called multiplier, for contingent risk is to bring the financial incentives for  
20 attorneys enforcing important . . . rights”); *Laffitte*, 1 Cal. 5th at 504 (in wage and hour class action, trial  
21 court properly considered novelty, difficulty, and skill displayed in determining 2.03-2.13 multiplier  
22 reasonable as cross-check to 33% fee).

23 The goal is “to encourage suits effectuating a strong [public] policy by awarding substantial  
24 attorney’s fees . . . to those who successfully bring such suits.” *Woodland Hills Residents Assn. v. City*  
25 *Council*, 23 Cal. 3d 917, 933 (1979). “Adequate fee awards are perhaps the most effective means of  
26 achieving [the] salutary goal [of encouraging ‘private attorney general’ actions, and] [c]ourts should not  
27 be indifferent to the realities of the legal marketplace or unduly parsimonious in the calculation of such  
28 fees.” *Thayer v. Wells Fargo Bank*, 92 Cal. App 4th 819, 839 (2001).

Here, the requested fee award of \$192,740 represents a multiplier of only 1.04 to Class Counsel’s  
lodestar to date, and will likely be less than the total lodestar when including the additional time finalizing  
the instant motion, preparing for and appearing at the final approval hearing, and supervising the  
distribution of the settlement funds if final approval is granted. Hammond Final Decl. ¶ 54. This

1 constitutes a fair and reasonable reimbursement to Class Counsel for the hours spent to achieve this  
2 Settlement and should be approved.

3 **a. Hours Spent by Plaintiff's Counsel Were Reasonable**

4 The hours spent by Plaintiff's Counsel were "reasonably necessary to the conduct of the litigation."  
5 *Robertson v. Fleetwood Travel Trailers of Cal., Inc.*, 144 Cal. App. 4th 785, 818 (2006). Plaintiff's  
6 Counsel's time litigating this case includes reviewing Plaintiff's contracts and wage statements,  
7 conducting research into Defendant's policies,, drafting and filing three Complaints, drafting and  
8 submitting two PAGA Notices, analyzing voluminous data provided by Defendant, drafting a detailed  
9 mediation brief, strategizing and discussing mediation strategy, attending a full-day mediation, negotiating  
10 the terms of settlement and drafting the settlement agreement, drafting the preliminary approval of class  
11 action settlement papers, overseeing the class notice process including sending corrected notice to the  
12 additional Class Members, and planning and strategizing throughout the case. Hammond Final Decl. ¶¶  
13 12-25. Plaintiff's Counsel contemporary billing records are attached as **Exhibit 2** to the Hammond Final  
14 Decl.

15 Plaintiff's Counsel made every effort to staff and litigate this case efficiently by coordinating the  
16 work of HammondLaw attorneys, minimizing duplication, and assigning tasks in a cost-efficient manner  
17 based on the timekeepers' experience levels and talents. Hammond Final Decl. ¶ 43. Plaintiff's Counsel  
18 exercised billing judgment to delete and/or reduce certain time entries based on Counsel's experience in  
19 similar lodestar calculation and billing judgment determinations in other complex cases, and knowledge  
20 of the tasks assigned to attorneys in this case and how each attorney approached them. *Id.* ¶ 45. Finally,  
21 Plaintiff avoided the need for extensive litigation by successfully settling this case approximately a year  
22 after filing the lawsuit.

23 **b. Plaintiff's Counsel's Hourly Rates Are Reasonable**

24 Plaintiff's Counsel's requested hourly rates are shown in the Table immediately below:

Attorney	Position	Admission	Years	Rate	Hours	Fees (Lodestar)
Julian Hammond	Principal	2000	22	\$870	32.50	\$28,275.00
Adrian Barnes	Counsel	2007	15	\$725	73.40	\$53,215.00
Polina Brandler	Associate	2010	12	\$695	38.40	\$26,688.00
Ari Cherniak	Associate	2011	11	\$605	127.10	\$76,895.50
					<b>271.40</b>	<b>\$185,073.50</b>

25 The rates claimed are reasonable if they are "within the range of reasonable rates charged by and judicially  
26 awarded comparable attorneys for comparable work." *Children's Hosp. & Med. Ctr. v. Bonta*, 97 Cal.  
27 App. 4th 740, 783 (2007). Courts consider the "prevailing market rates in the relevant community," as  
28

1 well as the “experience, skill, and reputation of the attorney requesting fees.” *Heritage Pac. Fin., LLC v.*  
2 *Monroy*, 215 Cal. App 4th 972, 1009 (2013). In complex litigation like class action employment cases,  
3 the appropriate market is that governing rates for attorneys engaged in “equally complex” matters.  
4 *Hensley*, 461 U.S. at 430, n.4.

5 Plaintiff’s Counsel’s requested hourly rates are reasonable under these standards. Plaintiff’s  
6 Counsel request compensation at rates that are comparable to the prevailing market rates for attorneys of  
7 similar experience, qualification, and skill. See discussion of HammondLaw’s rates in the Declaration of  
8 Richard S. Pearl, ¶ 13, **Exhibit 3** to the Hammond Decl. Mr. Pearl is a renowned expert on California  
9 attorneys’ fees law and practice, and his declaration provides authoritative evidence that HammondLaw’s  
10 current hourly rates, which are only slightly higher than the rates discussed in the Pearl Declaration, are  
11 well within the range of reasonable.

12 Further, HammondLaw has an outstanding reputation for wage and hour class action litigation.  
13 Since its founding in 2010, HammondLaw has represented employees, as a lead or co-lead counsel, in  
14 over 70 employment and consumer class actions in state and federal courts in California, as well as in  
15 Washington state. Hammond Final Decl. ¶¶ 28 & Ex. 1. The firm has successfully represented employees  
16 across a variety of industries. Since 2016, HammondLaw has focused its practice on representing adjunct  
17 and other part-time instructors in class and representative wage and hour cases, and is the leading firm in  
18 the state prosecuting such cases. *Id.* ¶ 31.

19 HammondLaw’s current hourly rates have also been approved by California courts in *Chindamo*  
20 *v. Chapman University*, Case No. 30-2020-01147814-CU-OE-CXC (Orange County Superior Court)  
21 (April 15, 2022); *Sweetland-Gil v. University of the Pacific*, Case No. STK-CV-UOE-2019-0014682 (San  
22 Joaquin County Superior Court) (March 4, 2022); and *Senese v. University of San Diego*, Case No. 37-  
23 2019-00047124-CU-OE-CTL (San Diego County Superior Court) (February 8, 2022). Hammond Final  
24 Decl. ¶ 48. Slightly lower earlier versions have been approved in *Stupar et al. v. University of La Verne*,  
25 Case No. 19STCV333363 (Los Angeles County Superior Court)(October 14, 2021)(approving HL’s 2021  
26 hourly rates as reasonable, and within the range of market rates that attorneys with similar levels of skill,  
27 experience and reputation in the Los Angeles Area charge for handling matters of similar complexity);  
28 *Veal v. Point Loma Nazarene University*, Case No. 37-2019-00064165-CU-OE-CTL (San Diego County  
Superior Court) (August 27, 2021) (approving HL’s 2021 hourly rates as reasonable, and within the range  
of market rates that attorneys with similar levels of skill, experience and reputation in the Los Angeles  
Area charge for handling matters of similar complexity); *Pillow et al. v. Pepperdine University*, Case No.  
19STCV33162 (Los Angeles County Superior Court) (July 28, 2021)(same); *Peng v. The President and*

1 *Board of Trustees of Santa Clara College*, Case No. 19CV348190 (Santa Clara County Superior Court)  
2 (April 21, 2021) (awarding 2.75 multiplier to my firm’s lodestar calculated based on HL’s 2020 hourly  
3 rates); *Morse v. Fresno Pacific University*, Case No. 19-CV-04350 (Merced County Superior Court)  
4 (April 6, 2021) (approving HL’s 2020 hourly rates as reasonable, and within the range of market rates that  
5 attorneys with similar levels of skill, experience and reputation for handling matters of similar  
6 complexity); *Granberry v. Azusa Pacific University*, Case No. 19STCV28949 (Los Angeles County  
7 Superior Court)(March 5, 2021); (approving 1.77 multiplier to my firm’s lodestar calculated using HL’s  
8 2020 hourly rates); *Ott v. California Baptist University*, Case No. RIC1904830 (Riverside County  
9 Superior Court)(January 26, 2021)(approving HL’s 2020 hourly rates as reasonable); and *Pereltsvaig*  
10 *v. Cartus Corp.*, Case No. 19CV348335 (Santa Clara County Superior Court)(Jan. 13, 2021) (approving  
11 1.44 multiplier to my firm’s lodestar calculated using HL’s 2020 hourly rates). Hammond Final Decl. ¶  
12 49.

11 **c. Rather than Seeking a Substantial Multiplier, Class Counsel Seek Only**  
12 **Slightly more than The Lodestar to Date**

13 “After making the lodestar calculation, the court may augment or diminish that amount based on  
14 a number of factors specific to the case, including the novelty and difficulty of the issues, the attorneys’  
15 skill in presenting the issues, the extent to which the case precluded the attorneys from accepting other  
16 work, and the contingent nature of the work.” *Ctr. for Biological Diversity v. County of San Bernardino*,  
17 188 Cal. App 4th 603, 616 (2010). Though not sought, a substantial multiplier would be justified based  
18 on all of the applicable factors.

18 **i. Contingency Risk**

19 An application of a multiplier is appropriate to compensate Plaintiff’s Counsel for the significant  
20 contingency risk assumed by taking on this litigation. *Graham v. DaimlerChrysler Corp.*, 34 Cal. 4th 553,  
21 580 (2004) (“[A] lawyer who both bears the risk of not being paid and provides legal services is not  
22 receiving the fair market value of his work if he is paid only for the second of these functions.”); *Ketchum*,  
23 24 Cal. 4th at 1132 (“[A] contingent fee contract, since it involves a gamble on the result, may properly  
24 provide for a larger compensation than would otherwise be reasonable.”).

25 As stated above, Plaintiff’s Counsel have expended over 271 hours, all as-yet uncompensated, and  
26 have expended over \$19,000 in out-of-pocket expenses, without any certainty of receiving payment.  
27 Hammond Final Decl. ¶ 53, 65. There was a significant risk that Plaintiff’s counsel would be paid nothing  
28 and would be responsible for Defendant’s statutory costs if they lost on one of Defendant’s many defenses.  
*Id.* Courts routinely approve multipliers based on contingency risk. *See, e.g., Taylor v. Nabors Drilling*

1 USA, LP, 222 Cal. App. 4th 1228, 1252 (2014) (contingency risk and deferral in payment alone supported  
2 multiplier of 1.4 to 1.5); *Ridgeway v Walmart Stores Inc.*, 269 F. Supp. 3d 975, 996-97 (N.D. Cal. 2017)  
3 (contingency risk was among factors supporting 2.0 multiplier). However, rather than applying a  
4 meaningful multiplier, the requested fees here represents multiplier of only 1.04 to Class Counsel's  
lodestar to date. Hammond Final Decl. ¶ 54.

5 **ii. Novelty and Complexity of the Case**

6 This case presented novel and complex issues. Plaintiff's theory that Adjuncts were paid a piece-  
7 rate has never been adjudicated by a Court of Appeal in California. Hammond Final Decl. at ¶ 57.  
8 Plaintiff's claims also faced a serious risk from Defendant's contention that they are altogether barred by  
9 the ministerial exception. *Id.* ¶ 58. Plaintiff faced other hurdles common to litigation of this type, including  
10 Defendant's actual or potential arguments to the merits of Plaintiffs' claims, the risk of losing on class  
11 certification, and the risk of litigating during the COVID-19 pandemic. *Id.* Despite these risks, Class  
12 Counsel resolved the matter on very favorable terms to the Classes in an early mediation, with an average  
13 payment per Adjunct Class Member of \$332.83 and the highest recovery of \$5,701.41; and a \$50.09  
14 payment to each Reimbursement CM. La Russa Decl. ¶ 19. These are significant awards obtained in the  
face of significant risk of non-recovery.

15 **iii. Excellent Results Achieved**

16 The results achieved for the Classes by the Gross Settlement are excellent, representing a recovery  
17 of 55% of Plaintiff's estimated realistic exposure on the Adjunct claims (excluding PAGA penalties); and  
18 over 100% of Defendant's exposure on the Reimbursement CMs' claims (excluding PAGA penalties).  
19 Hammond Final Decl. ¶ 59, 61. The Settlement also resulted in significant non-monetary relief because  
20 LSU changed its compensation practices, including reclassifying Adjuncts as hourly employees and  
21 reimbursing its employees for their remote work expenses. *Id.* ¶ 62. Thus, Plaintiff successfully vindicated  
22 core statutory rights to be paid for all hours worked, to receive mandated paid rest breaks, and to be  
provided with accurate, itemized wage statements.

23 **iv. Preclusion of Other Employment**

24 Finally, the litigation required that Class Counsel turn away other potential fee-generating work  
25 because Class Counsel must maintain appropriate attorney and staff-to-case ratios. *Serrano*, 20 Cal. 3d at  
26 49 (finding that one of the factors that weighs in favor of granting a request for attorneys' fees is the "the  
27 extent to which the nature of the litigation precluded other employment by the attorneys"). Hammond  
28 Final Decl. ¶ 63.

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

2 Class Counsel seeks \$19,405.94 in litigation costs, which is \$594.06 less than the \$20,000 in costs  
3 stated in the Class Notice. Hammond Final Decl. ¶ 75. These costs include filing costs, service costs,  
4 research costs, survey/witness location costs, technology costs, and mediator’s fees. *Id.* ¶¶ 65-73. The  
5 \$594.06 difference will be added to the Net Settlement and distributed to the Class, such that their actual  
6 awards are expected to be greater than the estimated awards stated on their settlement notice. *Id.* ¶ 75.  
7 Further, Plaintiff is not seeking reimbursement for \$79.12 incurred filing documents related to the  
8 continued preliminary approval hearing. *Id.* ¶ 74. Thus, Class Counsel’s requested litigation costs are  
9 reasonable and should be approved.

10 **IV. THE CLASS REPRESENTATIVE’S ENHANCEMENT AWARD IS REASONABLE**

11 The requested Enhancement Awards of \$7,500 to be paid to the Class Representative is reasonable  
12 and should be approved because class representatives are eligible for reasonable participation payments  
13 to compensate them for the risks assumed and efforts made on behalf of the Class. *See Staton v. Boeing*  
14 *Co.*, 327 F.3d 938, 976 (9th Cir. 2003). Courts routinely approve enhancement awards, including in  
15 amounts greater than that requested here. *See, e.g., In re Cellphone Fee Termination Cases*, 186 Cal. App.  
16 4th 1380, 1393-94 (2010) (approving \$10,000 payment to each class representative in a consumer class  
17 action); *Hillman v. Kaplan Higher Educ.*, Case No. 34-2017-00208078 (Cal. Sup. Ct. Sacramento Cty.)  
18 (Dec. 7, 2017) (issuing final approval of enhancement award of \$7,500 for class representative in adjunct  
19 wage and hour case).

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

25 All of the above factors support the requested Enhancement Awards here. First, Plaintiff’s  
26 involvement as a class representative was critical to the success of this litigation and enforcement of  
27 California’s wage and hour rights. In agreeing to serve as class representative, Plaintiff formally agreed  
28 to accept the responsibility of representing the interests of all Class Members. He collected documents,  
reviewed pleadings, diligently assisted Class Counsel in the investigation of the case, and attended the  
full-day mediation. *See* Declaration of Dean Parsons, filed herewith, ¶ 2-6. Plaintiff’s participation and  
assistance was critical to the success of this litigation and the enforcement of Labor Code protections.  
Without his commitment to come forward and serve as Class Representatives, this litigation, which



1 enforces the protections of the California Labor Code, would not have been brought. This Settlement  
2 directly furthers the public policy underlying the Labor Code by requiring Defendant to fully compensate  
3 its employees for all hour worked, provide mandated breaks, and reimburse remote work expenses, and  
4 by putting other employers on notice that they must comply with these statutory requirements. Plaintiff  
5 has thus advanced California’s public policy goal of enforcing wage and hour laws. *See Sav-On Drug  
Stores, Inc. v. Super. Ct.*, 34 Cal. 4th 319, 340 (2004).

6 Second, as discussed above, this litigation resulted in substantial monetary relief to the Classes.

7 Third, Plaintiff expended significant time and effort in representing the Classes. Plaintiff spent at  
8 least 11 hours performing work on this case. These hours were spent communicating with attorneys,  
9 reviewing and approving pleadings and the settlement agreement; searching his records and sending  
10 relevant documents with my attorneys; and attending the full-day mediation. Plaintiff will continue to  
devote time and effort to the litigation as necessary. Parsons Decl., ¶ 2-6.

11 Fourth, Plaintiff assumed the risk of being branded a “troublemaker” and blacklisted by other  
12 employers in the industry. *Staton*, 327 F.3d at 976 (“reasonabl[e] fear [of] workplace retaliation” is a  
13 factor in assessing the proper amount of the enhancement); *Mitchell v. Robert DeMario Jewelry, Inc.*, 361  
14 U.S. 288, 292 (1960) (“[I]t needs no argument to show that fear of economic retaliation might often  
15 operate to induce aggrieved employees quietly to accept substandard conditions.”); *Does I thru XXIII v.  
Advanced Textile Corp.*, 214 F.3d 1058, 1073 (9th Cir. 2000) (“[F]ear of employer reprisals will frequently  
16 chill employees’ willingness to challenge employers’ violations of their rights.”). This risk was  
17 particularly acute for Plaintiff, who was employed by Defendant at the time the initial complaint was filed.  
18 Parsons Decl. ¶ 9.

19 Finally, Plaintiff is entering into a general release, which is much broader than the targeted release  
20 of claims being given by the Class Members. SA § 17.3. Accordingly, the requested \$7,500 Enhancement  
Award to Plaintiff is reasonable and should be approved.

21 ///

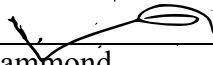
1 **V. CONCLUSION**

2 Plaintiff respectfully request that the Court grant Plaintiff's requested attorneys' fees in the amount  
3 of \$192,740, litigation costs in the amount of \$19,405.94, and an Enhancement Award of \$7,500 to the  
4 Plaintiff, pursuant to the terms of the Settlement.

5  
6 Dated: April 26, 2022

7 Respectfully submitted,

8 HAMMONDLAW, P.C.

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10 Julian Hammond

11 *Attorneys for Plaintiff and the Settlement Classes*  
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