

1 THE TIDRICK LAW FIRM LLP  
2 STEVEN G. TIDRICK, SBN 224760  
3 JOEL B. YOUNG, SBN 236662  
4 1300 Clay Street, Suite 600  
5 Oakland, California 94612  
6 Telephone: (510) 788-5100  
7 Facsimile: (510) 291-3226  
8 E-mail: sgt@tidricklaw.com  
9 E-mail: jby@tidricklaw.com

10 Attorneys for Individual and Representative  
11 Plaintiffs NATHAN FLOWERS and DONDAY ORR

12 SUPERIOR COURT OF THE STATE OF CALIFORNIA

13 COUNTY OF LOS ANGELES

14 UNLIMITED JURISDICTION

15 NATHAN FLOWERS *et al.*,

16 Plaintiffs,

17 v.

18 LOS ANGELES COUNTY  
19 METROPOLITAN TRANSPORTATION  
20 AUTHORITY; and DOES 1-50,

21 Defendants.

Civil Case No. BC515136

CLASS ACTION

ASSIGNED FOR ALL PURPOSES TO THE  
HONORABLE WILLIAM F. HIGHBERGER,  
DEPARTMENT 10

**PLAINTIFF'S NOTICE OF MOTION  
AND MOTION FOR AWARD OF  
ATTORNEYS' FEES AND COSTS AND  
SERVICE AWARD; MEMORANDUM OF  
POINTS AND AUTHORITIES**

Date: September 11, 2020

Time: 11:00 a.m.

Department: 10

1 **NOTICE OF MOTION AND MOTION**

2 TO ALL PARTIES AND TO THEIR ATTORNEYS OF RECORD:

3 PLEASE TAKE NOTICE that on September 11, 2020, at 11:00 a.m., in Department  
4 10 of the above-entitled Court, located at 312 North Spring Street, Los Angeles, California  
5 90012, the Honorable William F. Highberger presiding, Plaintiff Donday Orr (“Plaintiff”) will  
6 and hereby does move this Court for an order awarding \$485,000 in attorneys’ fees and costs,  
7 and a service award in the amount of \$15,000 for Plaintiff. The motion will be based on this  
8 Notice, the Memorandum of Points and Authorities below, the declarations of Steven G.  
9 Tidrick, Esq. and Donday Orr filed herewith, the pleadings and other papers filed in this  
10 action, and any evidence or argument presented at the hearing.

11 DATED: June 26, 2020

Respectfully submitted,

12 THE TIDRICK LAW FIRM LLP

13 

14 By:

15 STEVEN G. TIDRICK, SBN 224760  
16 JOEL B. YOUNG, SBN 236662

17 Attorneys for Individual and Representative  
18 Plaintiffs NATHAN FLOWERS and DONDAY  
ORR

19 **MEMORANDUM OF POINTS & AUTHORITIES**

20 **I. INTRODUCTION**

21 Through this motion, Plaintiff seeks an order awarding \$485,000 in attorneys’ fees and  
22 costs, and a service award in the amount of \$15,000 for Plaintiff for his service to the class.

23 **II. PROCEDURAL HISTORY AND BACKGROUND**

24 In the interests of efficiency, Plaintiff refers the Court to Plaintiff’s Memorandum of  
25 Points and Authorities in Support of Plaintiff’s Motion for Preliminary Approval of Class  
26 Settlement, which describes the case and its procedural history. *See* Plaintiff’s Memorandum of  
27 Points and Authorities in Support of Plaintiff’s Motion for Preliminary Approval of Class  
28 Settlement, at Section III, pages 2:24-4:12. The operative settlement agreement was filed on

1 October 1, 2019, *see* Joint Stipulation of Class Action Settlement (attachment to Notice of  
2 Settlement filed October 1, 2019) (“Settlement Agreement”), as modified by the Stipulation and  
3 Order Regarding Settlement, filed March 13, 2020. The Court entered an order preliminarily  
4 approving the settlement on March 19, 2020, which ordered the filing of this motion by this date.  
5 *See* March 19, 2020 order at page 7:9-11. The key terms of the settlement are summarized in the  
6 Court-approved class notice. *See* March 19, 2020 order, Ex. A.

### 7 **III. SETTLEMENT TERMS RELEVANT TO THIS MOTION**

8 The Settlement Agreement authorizes the Court to award a service awards of up to  
9 \$15,000 to Plaintiff. *See* Settlement Agreement § 2. It is within the Court’s discretion whether to  
10 award such a payment and in what amount. *See id.* The Court also has the discretion to award  
11 Class Counsel attorneys’ fees and costs of up to \$485,000. *See id.*

### 12 **IV. ARGUMENT**

#### 13 **A. The Requested Service Award Is Reasonable**

14 The principle of fairness would be well served by the service payment requested  
15 for Plaintiff. The court has discretion to award “enhancement,” “incentive” or “service”  
16 awards to compensate plaintiffs for work done on behalf of the class and in consideration of  
17 risks undertaken in prosecuting the action. *See, e.g., Rodriguez v. West Publ’g Corp.*, 563 F.3d  
18 948, 958-59 (9th Cir. 2009). Courts often assess the reasonableness of such an award by  
19 considering: “(1) the risk to the class representative in commencing a suit, both financial and  
20 otherwise; (2) the notoriety and personal difficulties encountered by the class representative;  
21 (3) the amount of time and effort spent by the class representative; (4) the duration of the  
22 litigation; and (5) the personal benefit (or lack thereof) enjoyed by the class representative as a  
23 result of the litigation.” *Van Vranken v. Atl. Richfield Co.*, 901 F. Supp. 294, 299-300 (N.D.  
24 Cal. 1995) (approving incentive award of fifty thousand dollars (\$50,000)).

25 Enhancement award serve a function more than just reimbursement for time; they are  
26 to overcome the fear of reprisal, real or perceived. *See, e.g., Rodriguez*, 563 F.3d at 958-59  
27 (such awards “are intended to compensate class representatives for work done on behalf of [a]  
28 class, to make up for financial or reputational risk undertaken in bringing the action, and,

1 sometimes, to recognize their willingness to act as a private attorney general”), vacated on  
2 other grounds, 688 F.3d 645, 660 (9th Cir. 2012). Courts should consider ““the risk to the  
3 class representative in commencing suit, both financial and otherwise,”” as well as ““the  
4 amount of time and effort spent by the class representative.”” *Smith v. CRST Van Expedited,*  
5 *Inc.*, 2013 U.S. Dist. LEXIS 6049, at \*16, 2013 WL 163293 at \*6 (S.D. Cal. Jan. 14, 2013).

6 The declarations of Donday Orr, filed herewith, describes numerous activities he  
7 performed to support the litigation. He spent a significant amount of personal time—at least  
8 80 hours—assisting in the prosecution of the lawsuit. *See* Declaration of Donday Orr (“Orr  
9 Decl.”), ¶ 5. He conferred with Class Counsel numerous times, provided information that he  
10 learned from other operators regarding their work experiences, explained relevant policies and  
11 practices, located witnesses, reviewed documents, and provided other information to assist  
12 with the prosecution of the lawsuit and in the settlement negotiations. *Id.* He also spent time  
13 preparing for his deposition and being deposed. *Id.*

14 The enhancement payment requested is also justified because, in addition to spending  
15 time on the case, Plaintiff also incurred personal risk, including financial risk and stigma  
16 when seeking future employment. *See, e.g., Graham v. Overland Solutions, Inc.*, 2012 U.S.  
17 Dist. LEXIS 130113, at \*22-23 (S.D. Cal. Sept. 12, 2012) (preliminarily approving settlement  
18 that requested service awards of \$25,000 each for class representatives in part because “risks  
19 undertaken for the payment of costs in the event this action had been unsuccessful” and  
20 “stigma upon future employment opportunities for having initiated an action against a former  
21 employer”); *Koehl v. Verio*, 142 Cal. App. 4th 1313, 1328 (2006) (in wage and hour action  
22 where defendant prevailed at trial, named plaintiffs were held liable, jointly and severally, for  
23 defendant's attorneys’ fees). Moreover, Plaintiff understood that some plaintiffs suing their  
24 employers have faced retaliation from their employers, up to and including termination of  
25 their employment, despite laws prohibiting retaliation. *See* Orr Decl. ¶ 3.

26 The reasonableness of the amount of the requested service award is confirmed by a  
27 comparison to awards of service payments in other cases, which are frequently many times  
28 larger than the amounts requested here. As noted above, the court in *Van Vranken* approved

1 an incentive award of fifty thousand dollars (\$50,000). *Van Vranken*, 901 F. Supp. at 299-300.  
2 *See also Graham*, 2012 U.S. Dist. LEXIS 130113, at \*22-23 (S.D. Cal. Sept. 12, 2012)  
3 (preliminarily approving settlement that requested service awards of \$25,000 each for class  
4 representatives); *Glass v. UBS Financial Services, Inc.*, 2007 WL 221862, at \*16-17 (N.D.  
5 Cal. Jan. 26, 2007) (approving award of \$25,000 per class representative); *In re Heritage*  
6 *Bond Litigation*, 2005 WL 159440 at \*18 (C.D. Cal., June 10, 2005) (awarding amounts from  
7 \$5,000 to \$15,000 to each named plaintiff); *Cook v. Niedert*, 142 F.3d 1004, 1016 (7th Cir.  
8 1998) (affirming \$25,000 incentive award to class representative in ERISA case); *In re Dun &*  
9 *Bradstreet Credit Servs. Customer Litig.*, 130 F.R.D. 366, 374 (S.D. Ohio 1990) (two  
10 incentive awards of \$55,000, and three incentive awards of \$35,000); *Brotherton v. Cleveland*,  
11 141 F. Supp. 2d 907, 913-14 (S.D. Ohio 2001) (awarding a \$50,000 incentive award); *Enter.*  
12 *Energy Corp. v. Columbia Gas Transmission Corp.*, 137 F.R.D. 240, 251-252 (S.D. Ohio  
13 1991) (\$50,000 awarded to each class representative).

#### 14 **B. Fee-Shifting Statutes Mandate Payment of Attorneys' Fees and Costs**

15 The Settlement Agreement provides substantial relief that is fair, reasonable, and  
16 adequate. The affirmative changes that Defendant has agreed to make comport with the relief that  
17 Plaintiff sought through this action—and specifically through Plaintiff's motion for class  
18 certification—and represents a significant victory for the class. *See* Settlement Agreement ¶ 28;  
19 Plaintiff's Motion for Class Certification and supporting papers (discussing the request for  
20 injunctive and declaratory relief with respect to the alleged failure to compensate Operators for  
21 Pre-Departure Time). Indeed, assuming that the Court were to grant Plaintiff's motion for  
22 certification and assuming that Plaintiff were to prevail on the merits at trial (both major  
23 assumptions), then in the best case scenario, the Court would have ordered injunctive and  
24 declaratory relief equivalent to the relief provided by the settlement, *i.e.*, mandating that  
25 LACMTA makes the changes in policies and practices specified in the settlement. *See*  
26 Declaration of Steven G. Tidrick, Esq. in Support of Plaintiff's Motion for Preliminary Approval  
27 of Class Settlement, filed January 31, 2020, ¶ 20. In other words, the settlement achieves the **best**  
28 **possible outcome** that Plaintiff could obtain at trial. *Id.* ¶ 24. Moreover, the value of the changes

1 in policies and practices mandated by the settlement is significant. Plaintiff’s counsel has  
2 estimated that the value of the changes mandated by the settlement exceeds \$1,190,220 over a 5-  
3 year period. *See* Declaration of Joel B. Young, Esq., filed October 1, 2019, at ¶¶ 5-6. Therefore, if  
4 approved by the Court, the settlement will result in substantial financial benefits to the Operators.

5 Accordingly, an award of attorneys’ fees and costs to Class Counsel here would be fair  
6 and reasonable in light of applicable fee-shifting statutes. California Labor Code § 1194 provides,  
7 in relevant part: “any employee receiving less than the legal minimum wage or the legal overtime  
8 compensation applicable to the employee is entitled to recover in a civil action the unpaid balance  
9 of the full amount of this minimum wage or overtime compensation, including interest thereon,  
10 reasonable attorney’s fees, and costs of suit.” Moreover, section 1021.5 of the California Code of  
11 Civil Procedure permits a trial court to award fees to a successful party in any action that “has  
12 resulted in the enforcement of an important right affecting the public interest if: (a) a significant  
13 benefit, whether pecuniary or nonpecuniary, has been conferred on the general public or a large  
14 class of persons, (b) the necessity and financial burden of private enforcement . . . are such as to  
15 make the award appropriate, and (c) such fees should not in the interest of justice be paid out of  
16 the recovery, if any.” Cal. Code Civ. Proc. § 1021.5. *See also* Woodland Hills Residents Assn.,  
17 Inc. v. City Council, 23 Cal. 3d 917, 933 (1979). “Underlying the private attorney general  
18 doctrine is the recognition that privately initiated lawsuits often are essential to effectuate  
19 fundamental public policies embodied in constitutional or statutory provisions, and that without  
20 some mechanism authorizing a fee award, such private actions often will as a practical matter be  
21 infeasible. The basic objective of the doctrine is to encourage suits enforcing important public  
22 policies by providing substantial attorney fees to successful litigants in such cases.” *Flannery v.*  
23 *California Highway Patrol*, 61 Cal. App. 4th 629, 634 (1998). *See also* *Folsom v. Butte County*  
24 *Assn. of Governments*, 32 Cal. 3d 668, 684 (1982) (“Section 1021.5 does not require that the  
25 successful party create or preserve an identifiable money sum; rather it states that the benefit  
26 conferred may be ‘pecuniary or nonpecuniary.’”).

27 Under the above-referenced statutes, an award of attorneys’ fees and costs to Class  
28 Counsel is justified by the outcome obtained for the class.

1 As explained in more detail below, Class Counsel’s requested fee award amount is  
2 reasonable, and is significantly less than the lodestar.

3 **B. The Amount of Attorneys’ Fees and Costs Requested Is Reasonable**

4 Several facts support a finding that the amount of the requested award of attorneys’  
5 fees and costs is reasonable.

6 First, the amount of the award of attorneys’ fees and costs requested is reasonable in  
7 light of the results obtained. As a result of the settlement, key policies and practices  
8 challenged as being illegal will be reformed. The resulting financial benefits to the Operators  
9 will be substantial, as discussed above.

10 Second, the amount of the award of attorneys’ fees and costs requested is reasonable in  
11 light of the risks associated with prosecuting the litigation. This case is not one in which a  
12 substantial settlement and a recovery of a large attorneys’ fee was a foregone conclusion. *See*  
13 *Deposit Guar. Nat’l Bank v. Roper*, 445 U.S. 326, 338-39 (1980) (recognizing importance of  
14 incentivizing qualified attorneys to devote their time to complex, time-consuming cases in  
15 which they risk nonpayment); *Vizcaino*, 290 F.3d at 1048 (“Risk is a relevant circumstance.”).  
16 Employment class actions have a high level of risk associated with obtaining and maintaining  
17 class certification and prevailing at trial, and obtaining injunctive relief.

18 Third, the financial burden carried by Class Counsel in prosecuting the case on a  
19 contingency basis has been significant. To date, Class Counsel have received no fees during  
20 the pendency of this action, and they have also advanced all costs, for nearly seven years,  
21 despite the risk of no recovery, which represented a significant financial burden on a two-  
22 partner law firm. *See* Tidrick Decl., ¶ 25. *See Boyd v. Bank of Am. Corp.*, 2014 U.S. Dist.  
23 LEXIS 162880, at \*28-29 (C.D. Cal. Nov. 18, 2014) (“Both of the firms representing the  
24 Class are small firms with fewer than fifteen attorneys. Firms of this size face even greater  
25 risks in litigating large class actions with no guarantee of payment. The Court finds that the  
26 considerable risk in this case due to the uncertain legal terrain, coupled with Counsel’s  
27 contingency fee arrangement, weigh in favor of an increase from the benchmark rate.”)

28 Fourth, the amount of the award of attorneys’ fees and costs requested is reasonable in

1 light of the work performed by Class Counsel. To obtain the relief obtained through this  
2 litigation, Class Counsel’s firm devoted over 749.4 hours of time worth \$550,103.00 (after  
3 substantial reductions for billing judgment) and over \$17,247.57 in costs to this litigation.  
4 Class Counsel have not been paid for any of their fees and costs in this lawsuit. See Tidrick  
5 Decl. ¶ 25. Under the fee-shifting statutes that apply to this case, payment of these entire  
6 amounts to Class Counsel would be warranted. However, pursuant to the settlement, Class  
7 Counsel are seeking attorneys’ fees and costs in the aggregate amount of \$485,000, which  
8 Defendant has agreed to pay if approved by the Court. After reimbursement of costs and  
9 expenses in the amount of \$17,247.57, that sum will pay Class Counsel for only eighty-five  
10 percent (85%) of their lodestar. Thus, the requested fee award results in a “negative  
11 multiplier,” which supports a finding that the requested amount is reasonable and fair. Each of  
12 the costs and expenses for which reimbursement is sought was expended to advance the  
13 prosecution of the class claims. *See Knight v. Red Door Salons, Inc.*, 2009 U.S. Dist. LEXIS  
14 11149, at \*20 (N.D. Cal. Feb. 2, 2009) (stating that class counsel’s expenses “relate to online  
15 legal research, travel, postage and messenger services, phone and fax charges, court costs, and  
16 the costs of travel”; that “[a]ttorneys routinely bill clients for all of these expenses”).

17 The calculation of Class Counsel’s lodestar, computed as a function of the hours and  
18 rates, is detailed in the Declaration of Steven G. Tidrick, Esq., filed herewith. Both the hourly  
19 rates and the associated hours are reasonable. As to the rates, “[t]he proper reference point in  
20 determining an appropriate fee award is the rates charged by private attorneys in the same  
21 legal market as prevailing counsel.” *Rutti v. Lojack Corp.*, 2012 WL 3151077, at \*10 (C.D.  
22 Cal. July 31, 2012) (quoting *Trevino v. Gates*, 99 F.3d 911, 925 (9th Cir. 1996)). The rates  
23 charged by private attorneys in the same legal market, in turn, are the “prevailing market  
24 rate[s] in the relevant community” for lodestar purposes. *Davis v. City of San Francisco*, 976  
25 F.2d 1536, 1547 (9th Cir. Cal. 1992) (quoting *Bouman v. Block*, 940 F.2d 1211, 1235 (9th Cir.  
26 1991), cert. denied, 112 S.Ct. 640 (1991), and citing *Blum v. Stenson*, 465 U.S. 886, 895  
27 (1984), vacated in part on other grounds by 984 F.2d 345 (9th Cir. 1993)). When setting rates,  
28 courts should use the attorneys’ “current” rates, *i.e.*, their rates at the time of the fee

1 application. *See In re HPL Techs., Inc. Sec. Litig.*, 366 F. Supp. 2d 912, 919–20 (N.D. Cal.  
2 2005) (explaining that the use of current rates “simplifies the calculation and accounts for the  
3 time value of money in that lead counsel ha[ve] not been paid contemporaneously”).

4 According to case authority, the requested hourly rates are within the range of rates  
5 approved for class actions. For example, in *Nitsch v. DreamWorks Animation SKG Inc.*, 2017  
6 WL 2423161, at \*9 (N.D. Cal. June 5, 2017), the court found that hourly rates of up to \$1,200  
7 per hour—far above Class Counsel’s requested hourly rates here—for plaintiffs’ class action  
8 lawyers based in California were “fair, reasonable, and market-based, particularly for the  
9 ‘relevant community’ in which counsel work.” Similarly, in *Koz v. Kellogg Co.*, 2013 U.S.  
10 Dist. LEXIS 129205 (C.D. Cal. Sept. 10, 2013), the court approved attorney hourly rates of up  
11 to \$950. *See id.* at \*23–24. *See also Pierce v. County of Orange*, 905 F. Supp. 2d 1017, 1036  
12 & n.16 (C.D. Cal. 2012) (approving rates of up to \$850 per hour).

13 Other courts have approved The Tidrick Law Firm’s hours and hourly rates, including  
14 the hourly rates requested here. *See Jones v. San Diego Metropolitan Transit System*, 2017  
15 WL 5992360, at \*5 (S.D. Cal. Nov. 30, 2017) (finding Mr. Tidrick’s hours and hourly rate of  
16 \$825/hour to be reasonable, and likewise with respect to Mr. Young’s hours and hourly rate of  
17 \$740/hour, stating “The Court finds that counsel’s hours and hourly rates are reasonable.”);  
18 *Kinney v. National Express Transit Servs. Corp.*, Case No. 2:14-cv-01615-TLN-DB (E.D.  
19 Cal. January 23, 2018) (finding Mr. Tidrick’s hours and hourly rate of \$825/hour to be  
20 reasonable, and likewise with respect to Mr. Young’s hours and hourly rate of \$740/hour,  
21 stating “The Court finds that Class Counsel’s hours and hourly rates are reasonable.”);  
22 *Enamorado v. Lush, Inc.*, Civil Case No. RG19018678 (Alameda County Superior Court),  
23 Order of Feb. 18, 2020, at ¶ 5 (finding Mr. Tidrick’s hours and hourly rate of \$825/hour to be  
24 reasonable, and likewise with respect to Mr. Young’s hours and hourly rate of \$740/hour,  
25 stating “Plaintiff’s counsel’s hours and hourly rates are reasonable.”); *Munoz v. Big Bus Tours*  
26 *Limited*, Civil Case No. 3:18-cv-05761-SK (N.D. Cal.), Order of Feb. 21, 2020 (finding Mr.  
27 Tidrick’s hours and hourly rate of \$825/hour to be reasonable, and likewise with respect to  
28 Mr. Young’s hours and hourly rate of \$740/hour, stating “the court finds that Class Counsel’s

1 hours and hourly rates are reasonable”).

2 The requested award of attorneys’ fees and costs here, \$485,000, is about 88% of the  
3 lodestar, which is \$550,103. Moreover, the request for \$485,00 includes the requested  
4 reimbursement of costs totaling \$17,247.57. After reimbursement of costs and expenses in the  
5 amount of \$17,247.57, the sum of \$485,000 will pay Class Counsel for eighty-five percent  
6 (85%) of their lodestar. The fact that the requested fee award results in a “negative multiplier”  
7 supports a finding that the amount requested is reasonable and fair.

8 Alternatively, in assessing reasonableness, courts often refer to the “*Laffey*” matrix,  
9 “[a] widely recognized compilation of attorney . . . rate data” for the District of Columbia, “so  
10 named because of the case that generated the index,” *Laffey v. Northwest Airlines, Inc.*, 572 F.  
11 Supp. 354 (D.D.C. 1983). *In re Chiron Sec. Litig.*, 2007 WL 4249902 at \*6 (N.D. Cal. Nov.  
12 30, 2007). *See also Langer v. Dodaiton, Inc.*, 2015 U.S. Dist. LEXIS 64805, at \*36-39 & n.53  
13 (C.D. Cal. May 18, 2015) (noting that the court “looks to the the Laffey Matrix as merely  
14 another factor bearing on reasonableness”). Of course, several years have passed since the *In*  
15 *re Chiron* decision, and, as noted above, when setting rates, courts should use attorneys’  
16 current rates. In addition, since the time that *In re Chiron* was decided, an “adjusted” *Laffey*  
17 matrix has been published “using a methodology advocated by economist Dr. Michael  
18 Kavanaugh” that “has been used by the United States District Court for the District of  
19 Columbia to determine the amount of a reasonable fee.” *Bywaters v. United States*, 670 F.3d  
20 1221, 1226 n.4 (Fed. Cir. 2012). As explained by the Federal Circuit, the adjusted *Laffey*  
21 matrix “more accurately reflects the prevailing rates for legal services.” *Id. See also Hash v.*  
22 *United States*, 2012 WL 1252624, at \*22 (D. Idaho Apr. 13, 2012) (agreeing that the  
23 “adjusted” Laffey matrix “is the most accurate representation of rates for legal services . . .  
24 giv[ing] weight to the Federal Circuit’s recent statement implying acceptance of the use of the  
25 Updated Laffey Matrix”) (citing *Bywaters*, 670 F.3d at 1226 n.4). A copy of the current,  
26 adjusted Laffey matrix is attached to the Declaration of Steven G. Tidrick, Esq. filed herewith.

27 Furthermore, according to an article reporting on a survey of law firm billing rates  
28 published in the August 10, 2012 edition of the *San Francisco Daily Journal*, reasonable hourly

1 rates for attorneys in the Bay Area are significantly higher than the rates indicated by the *Laffey*  
2 Matrix. According to that survey, the 2012 average billing rate in the San Francisco market was  
3 \$675 for a partner, up from \$654 in 2011, and \$482/hour for an associate, up from \$449/hour in  
4 2011. A copy of that article is attached to the Tidrick Declaration filed herewith.

5 The hourly rates set forth in the *San Francisco Daily Journal* reflect those charged where  
6 full payment is expected promptly upon the rendition of the billing and without consideration of  
7 factors other than hours and rates. If any substantial part of the payment were to be contingent or  
8 deferred for any substantial period of time, the fee arrangement would typically be adjusted so as  
9 to compensate the attorneys for those factors. Fee awards are almost always determined based on  
10 current rates, *i.e.*, the attorney's rate at the time when a motion for fees is made, rather than the  
11 historical rate at the time the work was performed. This is a common and accepted practice that  
12 compensates attorneys for the delay in being paid.

13 In cases where compensation is contingent on success, attorneys are frequently  
14 compensated at significantly higher effective hourly rates, particularly where, as in this case, the  
15 result is uncertain. As the case law recognizes, this does not result in any undue "bonus" or  
16 "windfall." In the legal marketplace, a lawyer who assumes a significant financial risk on behalf  
17 of a client reasonably expects that his or her compensation will be significantly greater than if no  
18 risk was involved (for example, if the client paid the bill on a monthly basis), and that the greater  
19 the risk, the greater the "enhancement." Adjusting court-awarded fees upward in contingent fees  
20 cases to reflect the risk of recovering no compensation whatsoever for hundreds of hours of labor  
21 makes those fee awards consistent with the legal marketplace, and thus helps to ensure that  
22 meritorious cases will be prosecuted, important public policies will be enforced, and individuals  
23 with meritorious legal claims will be better able to obtain qualified attorneys.

24 For all these reasons, Plaintiff's request for attorneys' fees and costs in the aggregate  
25 amount of \$485,000—substantially lower than Class Counsel's lodestar—is reasonable.

## 26 **V. CONCLUSION**

27 Plaintiff respectfully requests that the Court approve the request for \$485,000 in  
28 attorneys' fees and costs, and a service award in the amount of \$15,000 for Plaintiff.

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DATED: June 26, 2020

Respectfully submitted,

THE TIDRICK LAW FIRM LLP

By: 

STEVEN G. TIDRICK, SBN 224760  
JOEL B. YOUNG, SBN 236662

Attorneys for Individual and Representative  
Plaintiffs NATHAN FLOWERS and  
DONDAY ORR