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SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF SAN FRANCISCO

CAMERON YOUNG and KEANA BOLDS,  
individually, and on behalf of other members of  
the general public similarly situated and as  
aggrieved employees pursuant to the Private  
Attorneys General Act (“PAGA”),

Plaintiffs,

vs.

THE GAP, INC., a Delaware Corporation; and  
DOES 1 through 10, inclusive,  
Defendants.

Case No.: CGC-18-568507

CLASS ACTION

**NOTICE OF MOTION AND MOTION FOR  
ATTORNEYS’ FEES, COSTS AND  
EXPENSES, AND A CLASS  
REPRESENTATIVE ENHANCEMENT  
PAYMENT**

Date: February 24, 2021  
Time: 10:30 a.m.  
Place: Department 613

1 **TO THE COURT, ALL PARTIES, AND THEIR ATTORNEYS OF RECORD:**

2 **PLEASE TAKE NOTICE** that on February 24, 2021 at 10:30 a.m., or as soon thereafter as  
3 counsel may be heard, in Department 613 of the above-captioned court, located at 400 McAllister Street,  
4 San Francisco, California 94102, the Honorable Andrew Y.S. Cheng presiding, Plaintiff Cameron  
5 Young will, and hereby does, move this Court to award \$750,000 in attorneys' fees and \$26,860 in  
6 litigation costs and expenses. Plaintiff also moves for a Class Representative Enhancement Payment for  
7 his service on behalf of the Settlement Class and the California Labor and Workforce Development  
8 Agency.

9 This Motion should be granted because: (1) no action would likely have been taken by Class  
10 Members individually, and no compensation would have been recovered for them, but for Plaintiff's  
11 service on their behalf; (2) the requested attorneys' fees and costs are fair and reasonable under  
12 California law based on the work performed and the results obtained for the class; (3) California public  
13 policy recognizes that attracting competent counsel to litigate cases on behalf of clients unable to pay  
14 hourly fees requires attorney fee awards commensurate with such risks; and (4) the Class' response to  
15 date—no opt outs or objections—confirms that the requested attorneys' fees and costs/expenses and  
16 Class Representative Enhancement Payment should be approved.

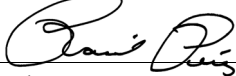
17 This Motion is based upon: (1) this Notice of Motion and Motion; (2) the Memorandum of  
18 Points and Authorities in Support of the Motion for Attorneys' Fees, Costs and Expenses, and a Class  
19 Representative Enhancement Payment; (3) the Declaration of Raul Perez; (4) the previously filed  
20 Declaration of Cameron Young (filed June 1, 2020); (5) the [Proposed] Order Granting Motion for  
21 Attorneys' Fees, Costs and Expenses, and a Class Representative Enhancement Payment; (6) the  
22 records, pleadings, and papers filed in this action; and (7) upon such other documentary and/or oral  
23 evidence as may be presented to the Court at the hearing.

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Dated: January 25, 2021

Respectfully submitted,

CAPSTONE LAW APC

By:  \_\_\_\_\_

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aggrieved employees pursuant to the Private  
Attorneys General Act (“PAGA”),

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vs.

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DOES 1 through 10, inclusive,

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CLASS ACTION

**MEMORANDUM OF POINTS AND  
AUTHORITIES IN SUPPORT MOTION FOR  
ATTORNEYS’ FEES, COSTS AND  
EXPENSES, AND A CLASS  
REPRESENTATIVE ENHANCEMENT  
PAYMENT**

Date: February 24, 2021  
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**TABLE OF CONTENTS**

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

I. INTRODUCTION..... 6

II. ARGUMENT..... 6

    A. The Court Should Award the Requested Attorneys’ Fees in the Amount of One-Third of the Class Settlement Amount..... 6

        1. The Requested Attorneys’ Fees Are Reasonable Under the Common-Fund Doctrine..... 6

        2. California State and Federal Courts Routinely Award Attorneys’ Fees in the Amount of One-Third of the Common Fund..... 8

    B. The Reasonableness of the Percentage-Based Fee Award Is Supported by Other Factors..... 9

        1. The Requested Attorneys’ Fees Are Supported by the Results Achieved on Behalf of the Settlement Class..... 9

        2. The Class’s Response to Date Supports the Settlement and the Negotiated Attorneys’ Fees..... 10

        3. The Requested Attorneys’ Fees Are Supported by the Contingent Risk Assumed by Plaintiff’s Counsel ..... 10

        4. The Requested Attorneys’ Fees Are Supported by Counsel’s Experience, Reputation, and Skill..... 12

    C. A Lodestar Cross-Check Confirms that the Requested Attorneys’ Fees Are Fair and Reasonable ..... 12

    D. The Requested Litigation Expense Recovery Is Reasonable and Should Receive Final Approval ..... 15

    E. The Class Representative Enhancement Payment is Fair and Reasonable ..... 15

III. CONCLUSION..... 17

1  
2  
3  
4  
5  
6  
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14  
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*Cellphone Termination Fee Cases*, 186 Cal. App. 4th 1380 (2010)..... 15

*Chavez v. Netflix, Inc.*, 162 Cal. App. 4th 43 (2008)..... 8

*Clark v. American Residential Services LLC*, 175 Cal. App. 4th 785 (2009)..... 15

*Horsford v. Bd. of Trustees of California State Univ.*, 132 Cal. App. 4th 359 (2005) ..... 10

*In re Consumer Privacy Cases*, 175 Cal. App. 4th 545 (2009) ..... 13

*Kerkeles v. City of San Jose*, 243 Cal. App. 4th 88 (2015) ..... 13

*Ketchum v. Moses*, 24 Cal. 4th 1122 (2001).....9, 10, 11

*Laffitte v. Robert Half Internat. Inc.*, 1 Cal. 5th 480 (2016) (*Laffitte II*) ..... *passim*

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*Northwest Energetic Services, LLC v. Cal. Franchise Tax Bd.*, 159 Cal. App. 4th 841  
(2008)..... 12

*PLCM Group v. Drexler*, 22 Cal. 4th 1084 (2000)..... 13

*Spann v. J.C. Penney Corp.*, No. 12-0215-FMO, 2016 WL 5844606 (C.D. Cal. Sept. 30,  
2016)..... 15

*Sutter Health Uninsured Pricing Cases*, 171 Cal. App. 4th 495 (2009) ..... 13

*Wershba v. Apple Computer, Inc.*, 91 Cal. App. 4th 224 (2001)..... 13

**FEDERAL CASES**

*Billinghausen v. Tractor Supply Co.*, 306 F.R.D. 245 (N.D. Cal. 2015)..... 16

*Dyer v. Wells Fargo Bank, N.A.*, 303 F.R.D. 326 (N.D. Cal. 2014) ..... 14

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8150856 (C.D. Cal. July 21, 2008) ..... 8

|    |  |        |
|----|--|--------|
| 1  | <i>Glass v. UBS Financial Services, Inc.</i> , No. 06-4066-MMC, 2007 WL 221862 (N.D. Cal.        |        |
| 2  | Jan. 26, 2007).....  | 14     |
| 3  | <i>In re Rite Aid Corp. Securities Litig.</i> , 396 F.3d 294 (3d Cir. 2005) .....                | 7      |
| 4  | <i>In re Toys R Us-Delaware, Inc.--Fair &amp; Accurate Credit Transactions Act (FACTA)</i>       |        |
| 5  | <i>Litig.</i> , 295 F.R.D. 438 (C.D. Cal. 2014) .....  | 16     |
| 6  | <i>In re Washington Pub. Power Supply Sys. Sec. Litig.</i> , 19 F.3d 1291 (9th Cir. 1994) .....  | 11     |
| 7  | <i>Laguna v. Coverall No. Am.</i> , 753 F.3d 918 (9th Cir. 2014).....                            | 9      |
| 8  | <i>Lopez v. Youngblood</i> , No. 07-0474-DLB, 2011 WL 10483569 (E.D. Cal. Sep. 2, 2011).....     | 14     |
| 9  | <i>Matter of Cont'l Illinois Sec. Litig.</i> , 962 F.2d 566 (7th Cir. 1992) .....                | 8      |
| 10 | <i>Moreno v. City of Sacramento</i> , 534 F.3d 1106 (9th Cir. 2008) .....                        | 13     |
| 11 | <i>Rodriguez v. West Publishing Corp.</i> , 563 F.3d 948 (9th Cir. 2009).....                    | 15     |
| 12 | <i>Schaffer v. Litton Loan Servicing, LP</i> , No. CV 05-07673 MMM JCX, 2012 WL                  |        |
| 13 | 10274679 (C.D. Cal. Nov. 13, 2012).....  | 16     |
| 14 | <i>Van Vranken v. Atlantic Richfield Co.</i> , 901 F. Supp. 294 (N.D. Cal. 1995) .....           | 16     |
| 15 | <i>Vizcaino v. Microsoft Corp.</i> , 290 F.3d 1043 (9th Cir. 2002) .....                         | 10, 13 |
| 16 |  |        |
| 17 | <b>STATE STATUTES</b>  |        |
| 18 | Cal. Lab. Code § 1194(a).....  | 15     |
| 19 | Cal. Lab. Code § 2698 <i>et seq.</i> (Priv. Atty's Gen. Act (PAGA)).....                         | 15     |
| 20 |  |        |
| 21 | <b>SECONDARY AUTHORITIES</b>   |        |
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| 25 | UCLA L. Rev. 1303 (2006).....  | 15     |
| 26 | John Leubsdorf, <i>The Contingency Factor in Attorney Fee Awards</i> , 90 Yale L.J. 473          |        |
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1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. INTRODUCTION**

3 Plaintiff Cameron Young moves for attorneys’ fees in the amount of one-third of the \$2,250,000  
4 non-reversionary settlement fund, or \$750,000, and litigation costs and expenses of \$26,860. The  
5 requested award of attorneys’ fees is reasonable and consistent with the prevailing California practice of  
6 awarding attorneys’ fees in the amount of one-third of the settlement fund. California policy strongly  
7 favors use of the percentage method of calculating fees for class action settlements, as it “distributes the  
8 cost of hiring an attorney among all the parties benefited,” namely, Class Members. *Laffitte v. Robert*  
9 *Half Internat. Inc.*, 1 Cal. 5th 480, 489 (2016) (“*Laffitte II*”). The percentage method also incentivizes  
10 competent counsel to achieve the best results as efficiently as possible by giving them a stake in the  
11 outcome, rather than incentivizing counsel to drive up hours through protracted litigation. Furthermore,  
12 because none of the Class Members have paid fees to Plaintiff’s Counsel for their effort during the  
13 litigation, equity dictates that they pay a fair and reasonable fee for the valuable benefits obtained—not  
14 less than if they had hired private counsel to litigate their cases individually.

15 Plaintiff also moves for a Class Representative Enhancement Payment of \$10,000 for his service  
16 on behalf of the Settlement Class and for agreeing to broader release than those required of other Class  
17 Members.

18 For these and the reasons discussed in more detail below, the Court should grant the requested  
19 attorneys’ fees, litigation costs, and incentive award.

20 **II. ARGUMENT**

21 **A. The Court Should Award the Requested Attorneys’ Fees in the Amount of One-**  
22 **Third of the Class Settlement Amount**

23 **1. The Requested Attorneys’ Fees Are Reasonable Under the Common-Fund**  
24 **Doctrine**

25 Plaintiff moves for an award of attorneys’ fees in the amount of \$750,000, or one-third of the  
26 gross settlement fund. This request for attorneys’ fees is supported by California law under the common  
27 fund doctrine. The common fund doctrine is applicable where, as here, attorneys have been instrumental  
28 in creating a settlement fund that benefits all class members. *See Laffitte II*, 1 Cal. 5th at 503 (“We join

1 the overwhelming majority of . . . courts in holding that when class action litigation establishes a  
2 monetary fund for the benefit of the class members . . . the court may determine the amount of a  
3 reasonable fee by choosing an appropriate percentage of the fund created.”).

4 In *Laffitte II*, a unanimous California Supreme Court encouraged California courts to exercise  
5 their discretion to use the common fund—or “percentage method”—to calculate fees when a discrete  
6 fund is created for the benefit of a large group of beneficiaries. *Laffitte II*, 1 Cal. 5th at 503. *Laffitte II*  
7 explained that the percentage method has “recognized advantages” over the lodestar-multiplier method,  
8 “including relative ease of calculation, alignment of incentives between counsel and the class, a better  
9 approximation of market conditions in a contingency case, and the encouragement it provides counsel to  
10 seek an early settlement and avoid unnecessarily prolonging the litigation.” *Id.*

11 By awarding counsel a percentage of the total recovery, rather than fees based on hours worked,  
12 the common fund method encourages attorneys to efficiently litigate to achieve the best results possible  
13 for the class. *See id.* at 492-494. Indeed, “the percentage method is generally favored in common fund  
14 cases because it allows courts to award fees from the fund in a manner that rewards counsel for success  
15 and penalizes it for failure.” *Id.* at 493 (quoting *In re Rite Aid Corp. Securities Litig.*, 396 F.3d 294, 300  
16 (3d Cir. 2005) (internal quotations omitted).

17 Moreover, the percentage method fairly “distributes the cost of hiring an attorney among all the  
18 parties benefited[.]” *Laffitte II*, 1 Cal. 5th. at 489. The common fund doctrine “rests squarely on the  
19 principle of avoiding unjust enrichment . . . attorney fees awarded under this doctrine are not assessed  
20 directly against the losing party (fee shifting), but come out of the fund established by the litigation, so  
21 that the beneficiaries of the litigation . . . bear this cost (fee spreading).” *Lealao v. Beneficial Cal. Inc.*, 82  
22 Cal. App. 4th 19, 27 (2000). Thus, the common fund method is considered more equitable because it  
23 focuses on the total benefit conferred on the class resulting from the efforts of counsel. *Id.* at 48.

24 In light of the advantages of the common fund method, the California Supreme Court in *Laffitte*  
25 *II* conclusively held that, when the Settlement Agreement creates a non-reversionary fund, the trial court  
26 may calculate attorneys’ fees as a percentage of the common fund.

1                                   **2. California State and Federal Courts Routinely Award Attorneys' Fees in**  
2                                   **the Amount of One-Third of the Common Fund**

3                   California state and federal courts routinely award attorneys' fees equaling one-third of the  
4 common fund. *See, e.g. Laffitte v. Robert Half Internat. Inc.*, 231 Cal. App. 4th 860, 871 (2016) (“33 1/3  
5 percent of the common fund is consistent with, and in the range of, awards in other class action  
6 lawsuits”); *Chavez v. Netflix, Inc.*, 162 Cal. App. 4th 43, 66 n.11 (2008) (“empirical studies show that,  
7 regardless whether the percentage method or the lodestar method is used, fee awards in class actions  
8 average around one-third of the recovery”); Eisenberg & Miller, *Attorney Fees in Class Action*  
9 *Settlements: An Empirical Study*, J. of Empirical Legal Studies, Vol. 1, Issue 1, 27-78, March 2004, at 35  
10 (independent studies of class action litigation nationwide conclude that fees representing one-third of the  
11 total recovery is consistent with market rates). Notably, the California Supreme Court in *Laffitte II*  
12 affirmed a fee award representing one-third of the fund. *See Laffitte II*, 1 Cal. 5th at 506.

13                   A fee award in the amount of one-third of the common fund is also reasonable because it best  
14 reflects the market rate for contingency fees. *See Lealao*, 82 Cal. App. 4th at 47 (“attorneys providing the  
15 essential enforcement services must be provided incentives roughly comparable to those negotiated in  
16 the private bargaining that takes place in the legal marketplace. . . .”). Fees representing one-third of the  
17 recovery reflect the rate negotiated in “typical contingency fee agreements [which] provide that class  
18 counsel will recover 33% if the case is resolved before trial and 40% if the case is tried.” *Fernandez v.*  
19 *Victoria Secret Stores, LLC*, No. CV 06-04149 MMM SHX, 2008 WL 8150856, at \*16 (C.D. Cal. July  
20 21, 2008) (citing an academic study collecting contingency fee agreements and finding that a fee award  
21 constituting 34% of the fund is reasonable on that basis). Because the negotiated fee structure mimics the  
22 marketplace, it is reasonable and should be approved.

23                   Furthermore, courts have recognized that the negotiated fee is the best indication of the market  
24 price for fees. In a common fund case, the object “is to give the lawyer what he would have gotten in the  
25 way of a fee in an arm’s-length negotiation, had one been feasible.” *Matter of Cont’l Illinois Sec. Litig.*,  
26 962 F.2d 566, 572 (7th Cir. 1992), as amended on denial of reh’g (May 22, 1992). In *Matter of Cont’l*  
27 *Illinois Sec. Litig.*, Judge Posner reasoned that the negotiated fee reflects a market-based price because it  
28 encompasses both parties’ best estimate and view as to the value of the legal services and what the court

1 might have awarded if the matter had been litigated. *Id.* For this reason, courts generally defer to the  
2 parties regarding the reasonableness of the negotiated attorneys’ fees. Indeed, because “the parties are  
3 compromising to avoid litigation,” the court “**need not inquire into the reasonableness of the fees at**  
4 **even the high end** with precisely the same level of scrutiny as when the fee amount is litigated.”  
5 *Laguna v. Coverall No. Am.*, 753 F.3d 918, 922 (9th Cir. 2014) (internal quotations omitted; emphasis  
6 added). Stated differently, while the Court must conduct an independent inquiry into the reasonableness  
7 of fee request, it should give substantial weight the Parties’ agreement on fees, which is the product of  
8 negotiations in the legal marketplace.

9 For the foregoing reasons, the amount of negotiated fees here—one-third of the overall  
10 settlement value—is reasonable.

11 **B. The Reasonableness of the Percentage-Based Fee Award Is Supported by Other**  
12 **Factors**

13 In considering the reasonableness of the fees requested under the percentage method, California  
14 courts may also consider the following factors: (1) the results achieved on behalf of the Class; (2) the  
15 response of the Class to the settlement, including a lack of objections to the settlement terms, and  
16 particularly to the fee award; (3) counsel’s preclusion from taking other work and the contingent nature  
17 of the fee award; and (4) counsel’s experience, reputation, and ability. *See Laffitte II*, 1 Cal. 5th at 504-05  
18 (holding that the court may consider various factors in determining the reasonableness of the fees); *see*  
19 *also, Ketchum v. Moses*, 24 Cal. 4th 1122, 1132 (2001) (applying these factors in considering a fee  
20 award under the lodestar-multiplier method).

21 **1. The Requested Attorneys’ Fees Are Supported by the Results Achieved on**  
22 **Behalf of the Settlement Class.**

23 Courts may assess the reasonableness of the percentage-based award by examining the results  
24 achieved on behalf of the Class. As set forth more fully in the accompanying Memorandum of Points  
25 and Authorities in Support of the Motion for Final Approval of Class Action Settlement, Plaintiff’s  
26 Counsel negotiated a total settlement valued at \$2,250,000 despite significant obstacles. By delivering  
27 this substantial benefit to Class Members, Plaintiff’s Counsel have achieved excellent results by any  
28 measure. Accordingly, the cumulative benefits achieved by the Settlement favor approval of the

1 requested fees.

2 **2. The Class’s Response to Date Supports the Settlement and the Negotiated**  
3 **Attorneys’ Fees**

4 That this Settlement represents an excellent recovery is substantiated by the Class’ response to  
5 date—as of this filing, no Class Members have opted out or objected to the Settlement. Perez Decl. ¶ 11;  
6 *See also 7-Eleven Owners for Fair Franchising v. Southland Corp.*, 85 Cal. App. 4th 1135, 1152-53  
7 (2000) (a low number of objections is a strong indicator that a settlement is fair and reasonable—“[a]  
8 mere 80 of the 5,454 national class members elected to opt out [(1.5% of the entire Class)] and . . . [a]  
9 total of nine members . . . objected to the settlement.”).

10 **3. The Requested Attorneys’ Fees Are Supported by the Contingent Risk**  
11 **Assumed by Plaintiff’s Counsel**

12 The contingent risk that Plaintiff’s Counsel assumed in prosecuting the action supports the  
13 requested attorneys’ fees and costs. Plaintiff’s Counsel took this case on a pure contingency basis, and  
14 had no guarantee that they would receive any remuneration for the many hours they spent litigating the  
15 Class’s claims, or for the out-of-pocket costs they reasonably incurred to date.

16 By undertaking representation of a large number of affected employees in wage and hour  
17 actions, attorneys like Plaintiff’s Counsel inevitably must be prepared to make a significant investment of  
18 time, energy, and resources. Courts have thus explained that a multiplier is needed because these kinds of  
19 high-stakes, publicly-beneficial litigation are “fraught with uncertainty and even the most scrupulous  
20 attorney will ‘win some and lose some.’” *Horsford v. Bd. of Trustees of California State Univ.*, 132 Cal.  
21 App. 4th 359, 400 n. 11 (2005). Thus, “attorneys whose compensation depends on their winning the case  
22 must make up in compensation in the cases they win for the lack of compensation in the cases they lose.”  
23 *Vizcaino v. Microsoft Corp.*, 290 F.3d 1043, 1051 (9th Cir. 2002). *Vizcaino*, 290 F.3d at 1051. Although  
24 they achieved a significant victory here, compensation is necessary to make up for cases where  
25 Plaintiff’s Counsel took on a meritorious case, litigated the case expertly, but did not recover attorneys’  
26 fees, either because the defendant was insolvent or due to the pitfalls of litigation.

27 California courts and the Ninth Circuit recognize a need to reward plaintiffs’ counsel who accept  
28 cases on a pure contingency basis. In *Ketchum v. Moses*, 24 Cal. 4th 1122 (2001), the California

1 Supreme Court instructed courts to upwardly adjust fee compensation to ensure that the fees account for  
2 contingency risk:

3 A lawyer who both bears the risk of not being paid and provides legal services is  
4 not receiving the fair market value of his work if he is paid only for the second of  
5 these functions. If he is paid no more, competent counsel will be reluctant to  
6 accept fee award cases.

6 *Ketchum*, 24 Cal. 4th at 1133.

7 Similarly, in *In re Washington Pub. Power Supply*, the Ninth Circuit underscored the importance  
8 of rewarding attorneys who take cases on a contingency basis:

9 It is an established practice in the private legal market to reward attorneys for  
10 taking the risk of non-payment by paying them a premium over their normal  
11 hourly rates for winning contingency cases. *See* Richard Posner, *Economic*  
12 *Analysis of Law* § 21.9, at 534-35 (3d ed. 1986). Contingent fees that may far  
13 exceed the market value of the services if rendered on a non-contingent basis are  
14 accepted in the legal profession as a legitimate way of assuring competent  
15 representation for plaintiffs who could not afford to pay on an hourly basis  
16 regardless whether they win or lose.

14 *In re Washington Pub. Power Supply Sys. Sec. Litig.*, 19 F.3d 1291, 1299 (9th Cir. 1994) (“in the  
15 common fund *context*, attorneys whose compensation depends on their winning the case, must make up  
16 in compensation in the cases they win for the lack of compensation in the cases they lose.”).

17 As reflected in *Ketchum* and *In re Washington*, attorneys accepting contingent fee cases should  
18 be compensated in amounts greater than those earned by attorneys who bill and receive payment by the  
19 hour. If a contingent-fee attorney were awarded fees at the same level as an hourly-fee attorney, it would  
20 be economically irrational for any attorney to accept the risks of contingent-fee case.<sup>1</sup> Without the  
21 application of a multiplier in cases where they prevail, Plaintiff’s Counsel would be barred by financial

22  
23 <sup>1</sup> *See* Richard A. Posner, *Economic Analysis of Law* (4th ed. 1992) pp. 534, 567 (“A contingent  
24 fee must be higher than a fee for the same legal services paid as they are performed. The contingent fee  
25 compensates the lawyer not only for the legal services he renders but for the loan of those services. The  
26 implicit interest rate on such a loan is higher because the risk of default (the loss of the case, which  
27 cancels the debt of the client to the lawyer) is much higher than that of conventional loans.”); John  
28 Leubsdorf, *The Contingency Factor in Attorney Fee Awards*, 90 *Yale L.J.* 473, 480 (1981) (“A lawyer  
who both bears the risk of not being paid and provides legal services is not receiving the fair market  
value of his work if he is paid only for the second of these functions. If he is paid no more, competent  
counsel will be reluctant to accept fee award cases.”); ABA Model Code Prof. Responsibility, DR 2-  
106(B)(8) (recognizing the contingent nature of attorney representation as an appropriate component in  
considering whether a fee is reasonable).

1 realities from representing employees and consumers on contingency, which the firm does exclusively.  
2 This would undermine California’s strong policy of encouraging attorneys to represent low-income  
3 individuals seeking unpaid back wages and other employment-related redress.

4 In summary, because attorneys pursuing claims on contingency will sometimes lose after  
5 expending hundreds of hours, and often advancing thousands of dollars in expenses, an enhancement  
6 ensures that the risks do not outstrip the incentives to pursue claims on behalf of employees. The high  
7 contingent risk borne by Plaintiff’s Counsel thus supports the fee request.

8 **4. The Requested Attorneys’ Fees Are Supported by Counsel’s Experience,**  
9 **Reputation, and Skill**

10 The “skill and experience of the attorneys and nature of work performed” are also evaluated  
11 under California law in connection with a fee motion. *Northwest Energetic Services, LLC v. Cal.*  
12 *Franchise Tax Bd.*, 159 Cal. App. 4th 841, 880 (2008). Plaintiff’s Counsel, Capstone Law APC,  
13 employs seasoned class action attorneys who regularly litigate wage and hour claims through  
14 certification and on the merits, and have considerable experience settling wage and hour class actions.  
15 (Perez Decl. ¶¶ 12-14, Ex. 1.)

16 **C. A Lodestar Cross-Check Confirms that the Requested Attorneys’ Fees Are Fair**  
17 **and Reasonable**

18 The trial court may use an abbreviated lodestar “cross-check” for common fund awards if the  
19 court considers it useful. *Laffitte II*, 1 Cal. 5th at 504-05. However, under *Laffitte II*, this is not meant to  
20 displace the percentage analysis, but rather to act as a backstop. Indeed, the Supreme Court expressly  
21 instructed that “the lodestar calculation, when used in this manner, does not override the trial court’s  
22 primary determination of the fee as a percentage of the common fund and thus does not impose an  
23 absolute maximum or minimum on the fee award.” *Laffitte II*, 1 Cal. 5th at 505. Critically, the Court in  
24 *Laffitte II* emphasized that only where the “multiplier calculated by means of a lodestar cross-check is  
25 **extraordinarily high or low**” should the court “consider whether the percentage should be adjusted so  
26 as to bring the imputed multiplier within a justifiable range.” *Id.* (emphasis added). Accordingly, when  
27 the cross-check multiplier is within a normal range, the lodestar-cross check does not provide a basis for  
28 a court to reduce the fee award. Furthermore, in conducting a lodestar cross-check, the court is not

1 “required to closely scrutinize each claimed attorney-hour.” *Laffitte II*, 1 Cal. 5th at 505. An evaluation  
2 may be done by reviewing “counsel declarations summarizing overall time spent.” *Id.*

3 In conducting a lodestar cross-check, the Court first determines a lodestar value for the fees by  
4 multiplying the time reasonably spent by plaintiffs’ counsel on the case by a reasonable hourly rate. *In re*  
5 *Consumer Privacy Cases*, 175 Cal. App. 4th 545, 556-57 (2009). To determine whether the requested  
6 rate is reasonable, courts look to the prevailing rate for similar work in the pertinent geographic region.  
7 *PLCM Group v. Drexler*, 22 Cal. 4th 1084, 1096-97 (2000) (using prevailing hourly rate in community  
8 for comparable legal services even though party used in-house counsel). Here, Plaintiff’s Counsel’s  
9 hourly rates are comparable to, or less than, those charged by other class action plaintiffs’ counsel and  
10 the firms defending class actions, and have been approved by numerous state and federal courts. (Perez  
11 Decl. ¶¶ 15-17.)

12 Likewise, the total attorney hours expended on this action are reasonable and in line with  
13 comparable cases. In determining the reasonableness of the hours expended, “the court should defer to  
14 the winning lawyer’s professional judgment as to how much time he was required to spend on the case;  
15 after all, he won, and might not have, had he been more of a slacker.” *Kerkeles v. City of San Jose*, 243  
16 Cal. App. 4th 88, 104 (2015) (quoting *Moreno v. City of Sacramento*, 534 F.3d 1106, 1112 (9th Cir.  
17 2008)). Plaintiff’s Counsel billed a total of approximately 512 hours. (Perez Decl. ¶ 15.)

18 Multiplying the total hours billed by Plaintiff’s Counsel to the litigation by their reasonable  
19 hourly rates yields a lodestar of \$324,006. (Perez Decl. ¶ 15.) Applying a 2.3 multiplier to that lodestar  
20 yields the requested fees. A 2.3 multiplier is not “extraordinarily high”—to the contrary, the California  
21 Supreme Court in *Laffitte II* expressly held that multipliers in the 2.03 to 2.13 range are fair and  
22 reasonable. *Laffitte II*, 1 Cal. 5th at 487. Additionally, the normal range for a multiplier on a lodestar  
23 cross-check “can range from 2 to 4 or even higher.” *Wershba v. Apple Computer, Inc.*, 91 Cal. App. 4th  
24 224, 255 (2001); *see also Vizcaino v. Microsoft Corp.*, 290 F.3d 1043, 1047 (9th Cir. 2002) (multipliers  
25 “ranging from one to four are frequently awarded ... when the lodestar method is applied”; affirming fees  
26 where the cross-check multiplier is 3.65).

27 Courts routinely accept multipliers ranging from 2 to 4 on a lodestar cross-check. *See, e.g., Sutter*  
28 *Health Uninsured Pricing Cases*, 171 Cal. App. 4th 495, 512 (2009) (applying a 2.52 multiplier on a



1 lodestar cross-check); *Chavez*, 162 Cal. App. 4th at 66 (applying a 2.5 multiplier in a consumer class  
2 action); *Willner v. Manpower Inc.*, No. 11-CV-02846-JST, 2015 WL 3863625, at \*7 (N.D. Cal. June 22,  
3 2015) (approving a 2.10 multiplier on settlement of California Labor Code violations); *Dyer v. Wells*  
4 *Fargo Bank, N.A.*, 303 F.R.D. 326, 334 (N.D. Cal. 2014) (approving attorneys' fees that resulted in  
5 lodestar multiplier of 2.83); *Hopkins v. Stryker Sales Corp.*, No. 11-CV-02786-LHK, 2013 WL 496358,  
6 at \*5 (N.D. Cal. Feb. 6, 2013) (approving a multiplier of 2.76 in settlement of Labor Code violations).

7 Indeed, courts following *Laffitte* have reaffirmed that a multiplier between 2 and 4 to be  
8 reasonable and not so "extraordinarily high" as to require greater judicial scrutiny. *See Spann v. J.C.*  
9 *Penney Corp.*, 211 F. Supp. 3d 1244, 1265 (C.D. Cal. Sept. 30, 2016) (finding that a 3.07 multiplier is  
10 "well within the range for reasonable multipliers" under *Laffitte II*); *Beaver v. Tarsadia Hotels*, No. 11-  
11 CV-01842-GPC-KSC, 2017 WL 4310707, at \*13 (S.D. Cal. Sept. 28, 2017) ("The one-third fee Class  
12 Counsel seeks reflects a multiplier of 2.89 on the lodestar which is reasonable for a complex class action  
13 case.").

14 A multiplier is needed primarily because Plaintiff settled prior to filing a time-consuming  
15 certification motion. As explained above, the decision to settle early is to be lauded, since Class  
16 Members will now avoid the risks of additional litigation and are assured of substantial and immediate  
17 monetary recovery.<sup>2</sup> Indeed, under California law, "the promptness of settlement cannot be used to  
18 justify the refusal to apply a multiplier to reflect the size of the class recovery without exacerbating the  
19 disincentive to settle promptly inherent in the lodestar methodology." *Lealao*, 82 Cal. App. 4th at 52.  
20 According to *Lealao*, to not apply a multiplier under these circumstances would undermine California  
21 policy, as "awards that are too small [will] chill the private enforcement essential to the vindication of  
22 many legal rights and obstruct the representative actions that often relieve the courts of the need to  
23 separately adjudicate numerous claims." *Id.* at 53.

24  
25 <sup>2</sup> Many district courts in California have declined to apply a lodestar cross-check when parties  
26 settle early in the case. *See, e.g., Glass v. UBS Financial Services, Inc.*, No. 06-4066-MMC, 2007 WL  
27 221862, at \*16 (N.D. Cal. Jan. 26, 2007) (finding "no need to conduct a lodestar cross-check [as] [c]lass  
28 counsel's prompt action in negotiating a settlement while the state of the law remained uncertain should  
be fully rewarded"); *Lopez v. Youngblood*, No. 07-0474-DLB, 2011 WL 10483569, at \*14 (E.D. Cal.  
Sep. 2, 2011) ("A lodestar cross-check is not required in this circuit, and in a case such as this, is not a  
useful reference point").

1 The lodestar cross-check confirms that Plaintiff’s fee request is fair and reasonable and should be  
2 approved.

3 **D. The Requested Litigation Expense Recovery Is Reasonable and Should Receive**  
4 **Final Approval**

5 Plaintiff’s Counsel are also entitled to reimbursement of their litigation costs. Cal. Lab. Code §§  
6 1194(a), 2699(g)(1). Plaintiff’s Counsel seek an award of \$26,860 for reasonably incurred costs and  
7 expenses, including filing and courier fees, expert fees, legal research databases, mediation fees, and  
8 travel. (Perez Decl. ¶ 18.) These are costs of precisely the sort that are reimbursable because they are  
9 reasonable and were necessarily incurred during the case’s pendency. Final approval of the cost  
10 reimbursement of \$26,860 is thus warranted.

11 **E. The Class Representative Enhancement Payment is Fair and Reasonable**

12 Enhancement payments “are fairly typical in class action cases.” *Cellphone Termination Fee*  
13 *Cases*, 186 Cal. App. 4th 1380, 1393 (2010) (affirming enhancement payments of \$10,000); *Rodriguez*  
14 *v. West Publishing Corp.*, 563 F.3d 948, 958 (9th Cir. 2009), citing 4 Newberg on Class Actions (4th ed.  
15 2002) § 11:38, and Eisenberg & Miller, *Incentive Awards to Class Action Plaintiffs: An Empirical Study*,  
16 53 UCLA L. Rev. 1303 (2006).<sup>3</sup>

17 The Class Representative Enhancement Payment is reasonable in light of Plaintiff’s service as a  
18 class representative. Indeed, but for Plaintiff’s service, Class Members would have recovered nothing for  
19 their claims, and with the passage of time, the claims in controversy would have been barred. The  
20 requested \$10,000 Class Representative Enhancement Payment is thus fair and reasonable compensation  
21 for Plaintiff’s effort in prosecuting the action on behalf of the class, regularly conferring with counsel on  
22 the status of the case and the strategies for prosecuting the claims, and reviewing the proposed settlement  
23 to ensure that its terms are fair and provide adequate relief for the Class. *See* Declaration of Cameron  
24 Young ¶¶ 4-7 (filed on June 1, 2020). Plaintiff deserves the requested Class Representative Enhancement

25 <sup>3</sup> Enhancement payments “are intended to compensate class representatives for work done on  
26 behalf of the class, to make up for financial or reputational risk undertaken in bringing the action, and,  
27 sometimes, to recognize their willingness to act as a private attorney general.” *Rodriguez*, 563 F.3d  
28 at 958–59. “[T]he rationale for making enhancement or incentive awards to named plaintiffs is that they  
should be compensated for the expense or risk they have incurred in conferring a benefit on other  
members of the class.” *Clark v. American Residential Services LLC*, 175 Cal. App. 4th 785 (2009).

1 Payment because he “remained fully involved and expended considerable time and energy during the  
2 course of the litigation.” See *Schaffer v. Litton Loan Servicing, LP*, No. CV 05-07673 MMM JCX, 2012  
3 WL 10274679, at \*19 (C.D. Cal. Nov. 13, 2012) (citation omitted). The amount of the requested Class  
4 Representative Enhancement Payment is also reasonable by reference to the amounts the California  
5 Superior Court has awarded for similar wage and hour settlements.<sup>4</sup>

6 The Class Representative Enhancement Payment is also appropriate because Plaintiff would  
7 otherwise “not gain any benefit beyond that he would receive as an ordinary class member.” *In re Toys*  
8 *R Us-Delaware, Inc.--Fair & Accurate Credit Transactions Act (FACTA) Litig.*, 295 F.R.D. 438, 472  
9 (C.D. Cal. 2014); *Van Vranken v. Atlantic Richfield Co.*, 901 F. Supp. 294, 299 (N.D. Cal. 1995)  
10 (holding that a substantial award is appropriate where a class representative’s claim made up “only a tiny  
11 fraction of the common fund.”). Absent the Class Representative Enhancement Payment, Plaintiff will  
12 recover no more than other Class Members, despite undergoing personal sacrifice and reputational risk  
13 in pursuing this litigation on behalf of the Class.

14 Separately, the Class Representative Enhancement Payment is justified in light of the  
15 reputational risk that Plaintiff has assumed in bringing an action against a former employer. See  
16 *Billinghausen v. Tractor Supply Co.*, 306 F.R.D. 245, 267-68 (N.D. Cal. 2015) (finding “personal  
17 detriment” upon testimony that future employers can easily learn that a prospective employee served as a  
18 plaintiff through the internet). In particular, by bringing suit, plaintiffs jeopardize their future job

19  
20 <sup>4</sup> See *Carter v. GMRI Inc.*, No. RIC 1506085 (Riverside County Super. Ct. Jan. 10, 2017)  
21 (awarding \$10,000 enhancement payments to the named plaintiffs); *Crook v. Barton Healthcare System*,  
22 No. SC20150146 (El Dorado County Super. Ct. Dec. 9, 2016) (awarding \$10,000 enhancement payment  
23 to the named plaintiff); *Singh v. American Building Supply, Inc.*, No. 34-2015-00179889-CU-OE-GDS  
24 (Sacramento County Super. Ct. Oct. 3, 2016) (awarding \$10,000 enhancement payment to the named  
25 plaintiff); *Alvarez v. MAC Cosmetics Inc.*, No. CIVDS1513177 (San Bernardino County Super. Ct. July  
26 29, 2016) (awarding \$10,000 enhancement payments to the named plaintiffs); *Coffey v. Beverages &*  
27 *More, Inc.*, No. BC477269 (L.A. County Super. Ct. July 26, 2016) (awarding \$10,000 enhancement  
28 payment to the named plaintiff); *Restoration Hardware Wage and Hour Cases*, No. JCCP4794 (L.A.  
County Super. Ct. April 28, 2016) (awarding \$10,000 enhancement payments to the named plaintiffs);  
*Cook v. United Insurance Co. of Amer.*, No. CIVMSC10-00425 (Contra Costs County Super. Ct. April  
15, 2016) (awarding \$10,000 enhancement payments to the named plaintiffs); *Quintana v. Claire’s*  
*Boutiques, Inc.*, No. 5:13-cv-00368-PSG (N.D. Cal. Dec. 1, 2015) (awarding \$10,000 enhancement  
payments to the named plaintiffs); *Paredes v. American Family Care, Inc.*, No. 34-2014-00167060-CU-  
OE-GDS (Sacramento County Super. Ct. Nov. 17, 2015) (awarding \$10,000 enhancement payment to  
the named plaintiff); *Hoagland v. Brooks Brothers Group, Inc.*, No. BC511534 (L.A. County Super. Ct.  
July 16, 2015) (awarding \$10,000 enhancement payment to the named plaintiff).

1 prospects, particularly in the internet age where web sites and third-party services can disclose a job  
2 applicant's litigation history to a prospective employer. *See La Fleur*, 2014 WL 2967475, at \*8  
3 (awarding \$15,000 to each named plaintiff in part for attesting to their fear that the lawsuit will harm  
4 their future job prospects in the industry). In fact, an entire industry has developed for providing  
5 employers with background information on employee candidates, and the companies that provide these  
6 services actually promote themselves by touting their ability to identify and weed out potentially litigious  
7 employee candidates.<sup>5</sup> By bringing this action, Plaintiff has assumed reputational risk that may impact  
8 his ability to find employment in the near and distant future. Long after this action is forgotten by Class  
9 Members, Plaintiff will have to endure the risk of possibly being branded "litigious" by prospective  
10 employers, and may have employment applications rejected on that basis alone.

11 In conclusion, the requested Class Representative Enhancement Payment is fair, adequate, and  
12 reasonable compensation for Plaintiff's services on behalf of the Class and for the risks and personal  
13 sacrifice he assumed.

14 **III. CONCLUSION**

15 For the foregoing reasons, Plaintiff respectfully requests that this Court grant the Motion for  
16 Attorneys' Fees, Costs and Expenses, and a Class Representative Enhancement Payment.

17  
18 Dated: January 25, 2021

Respectfully submitted,

CAPSTONE LAW APC

19  
20 By: 

Raul Perez  
Bevin Pike  
Orlando Villalba  
Trisha K. Monesi

21  
22  
23 Attorney for Plaintiff Cameron Young

24  
25  
26  
27 <sup>5</sup> "In today's litigious culture, you simply cannot afford to hire employees who will put your  
28 company at risk." *Credit Technologies, Inc.*, <https://www.credittechnologies.com/employment-screening/>

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8 Attorneys for Plaintiffs Cameron Young

9

10 SUPERIOR COURT OF THE STATE OF CALIFORNIA

11 FOR THE COUNTY OF SAN FRANCISCO

12

13 CAMERON YOUNG and KEANA BOLDS,  
14 individually, and on behalf of other members of  
the general public similarly situated and as  
15 aggrieved employees pursuant to the Private  
Attorneys General Act (“PAGA”),

16 Plaintiffs,

17 vs.

18 THE GAP, INC., a Delaware Corporation; and  
19 DOES 1 through 10, inclusive,

20 Defendants.

Case No.: CGC-18-568507

CLASS ACTION

**DECLARATION OF RAUL PEREZ IN  
SUPPORT OF MOTION FOR ATTORNEYS’  
FEES, COSTS AND EXPENSES, AND A  
CLASS REPRESENTATIVE  
ENHANCEMENT PAYMENT**

Date: February 24, 2021

Time: 10:30 a.m.

Place: Department 613

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1 **DECLARATION OF RAUL PEREZ**

2 I, Raul Perez, hereby declare as follows:

3 1. I am an attorney licensed to practice before all courts of the State of California. I am a  
4 Partner at Capstone Law APC (“Capstone” or “Plaintiff’s Counsel”), counsel for Plaintiff Cameron  
5 Young (“Plaintiff”) in the above-captioned action. Unless indicated otherwise, I have personal  
6 knowledge of the following facts and if called as a witness, I could and would testify competently to  
7 them. I make this declaration in support of the Motion for Attorneys’ Fees, Costs and Expenses, and a  
8 Class Representative Enhancement Payment.

9 **BRIEF OVERVIEW OF THE LITIGATION**

10 2. Mr. Young filed the original class action complaint on July 30, 2018 in San Francisco  
11 County Superior Court, and filed a First Amended Complaint on September 14, 2019. Plaintiff Young  
12 filed a Second Amended Complaint on November 7, 2018 adding PAGA claims to the existing class  
13 action claims.

14 3. After Defendant filed a demurrer and motion to strike challenging Plaintiff Young’s  
15 standing to bring claims on behalf of retail employees (because Plaintiff Young worked in the  
16 distribution center), the court granted Defendant’s demurrer with leave to amend; Plaintiff then filed a  
17 Third Amended Complaint on April 15, 2019 adding claims by Plaintiff Bolds (a former retail  
18 employee).<sup>1</sup>

19 4. On September 19, 2019, the Parties participated in full-day mediation with Mr. Michael  
20 Dickstein, an experienced mediator of wage and hour class actions. Mr. Dickstein helped to manage the  
21 Parties’ expectations and provided a useful, neutral analysis of the issues and risks to both sides. With  
22 Mr. Dickstein’s guidance, the Parties were eventually able to negotiate a complete settlement of  
23 Plaintiff’s claims. At all times, the Parties’ negotiations were adversarial and non-collusive. The  
24 Settlement therefore constitutes a fair, adequate, and reasonable compromise of the claims at issue.

25 <sup>1</sup> Ms. Bolds participated in the *Best* settlement and therefore released her wage and hour claims  
26 against GAP. Bolds and GAP have agreed to settle all other claims Ms. Bolds may have arising out of  
27 her employment with GAP, for a total of \$2,500. However, Bolds and GAP have not yet entered into a  
28 formal release agreement regarding the release of these additional claims, and in response to the Court’s  
concerns, are willing to postpone entering into such an agreement until (and if) the Court grants final  
approval of the class action settlement between Plaintiff Young and GAP.

1       **PLAINTIFF’S COUNSEL CONDUCTED A THOROUGH INVESTIGATION OF THE FACTUAL AND LEGAL**  
2       **ISSUES AND WERE THUS ABLE TO OBJECTIVELY ASSESS THE SETTLEMENT’S REASONABLENESS**

3           5.       Plaintiff’s Counsel conducted a thorough investigation into the factual and legal issues  
4       implicated by Plaintiff’s claims, and were able to objectively assess the settlement’s reasonableness. For  
5       example, prior to filing the action, Mr. Young contacted Plaintiff’s Counsel to discuss the factual bases  
6       for pursuing an action against GAP for Labor Code violations. Mr. Young was intimately familiar with  
7       GAP’s labor policies and practices, and over the course of multiple interviews, knowledgeably  
8       summarized those policies and practices to Plaintiff’s Counsel. During those conversations, he explained  
9       how the policies and practices were instituted, and provided valuable insight into how they gave rise to  
10      the alleged Labor Code violations. Based on these interviews with Mr. Young, Plaintiff’s Counsel  
11      determined that there were legally sufficient grounds for pursuing an action against GAP.

12          6.       Plaintiff’s Counsel also prepared a detailed letter (eleven pages, single-spaced) to notify  
13      the California Labor and Workforce Development Agency (“LWDA”) of Mr. Young’s intent to seek  
14      civil penalties and other available relief recoverable under PAGA for Labor Code violations. Significant  
15      research and effort were expended to prepare a PAGA notice that was consistent with the developing  
16      legal requirements so as to withstand any challenge from GAP regarding the notice’s sufficiency.

17          7.       Plaintiff’s Counsel conducted their own preliminary investigation into the factual bases  
18      for Plaintiff’s claims, which entailed, *inter alia*, a careful examination of Plaintiff’s personnel file and  
19      associated records. For example, Plaintiff’s Counsel reviewed over 180 pages of Plaintiff’s personnel  
20      file, which consisted of employment agreements, earnings statements, time records, and correspondence  
21      with management. Additionally, Plaintiff’s Counsel’s investigator interviewed several dozen Class  
22      Members about their experiences.

23          8.       Plaintiff’s Counsel also received and reviewed several hundred pages of GAP’s written  
24      labor policies and procedures manuals, including its “Employee Policy Guide,” “U.S. Employee Policy  
25      Guide,” and “Code of Business Conduct.” These policies and procedures manuals covered a broad range  
26      of topics including, *inter alia*, the GAP’s operational guidelines, timekeeping procedures, employee  
27      check-in procedures, attendance policies, meal and rest period polices, overtime & premium pay  
28      policies, off-the-clock prohibitions, security policies, etc. Based on their review of GAP’s labor policies

1 and procedures, Plaintiff's Counsel determined that GAP's labor policies applied equally to all  
2 distribution center employees.

3 9. Plaintiff's Counsel separately reviewed a sample of 320 Class Members' time and  
4 payroll data, and retained an expert, Dr. Robert Fountain, Ph.D., to analyze the sample so as to assist  
5 Plaintiff's Counsel in developing a realistic analysis of GAP's exposure for certain of the claims at issue.  
6 The sample contained over 47,200 separate punch entries, with each entry containing (among other items  
7 of information) employee numbers, pay period dates, job titles, earning codes, hours worked, and total  
8 earnings.

9 10. In preparation for mediation, and for purposes of obtaining a better understanding of  
10 comparable settlements, Plaintiff's Counsel researched similar wage and hour class settlements as to the  
11 claims brought, the nature of the positions, and the type of employer. This review included previous  
12 wage and hour settlements involving the GAP, such as *Harmon v. The GAP, Inc.*, No. RIC1206120  
13 (Riverside County Superior Court) and *Best v. The GAP, Inc.*, No. BC717340 (Los Angeles County  
14 Superior Court), and comparable wage and hour settlements against similar retail store companies, like  
15 *Wells v. Old Navy, LLC*, No. BC491953 (Los Angeles County Superior Court).

16 11. Based on this investigation, Plaintiff's Counsel believe the settlement to be in the best  
17 interests of Class Members considering all known facts and circumstances, including the risk of  
18 significant delay, the uncertainty associated with litigation, and the various defenses asserted by GAP.  
19 This conclusion is supported by the Class' response to date—no Class Members have opted out or  
20 objected to the Settlement.

#### 21 CAPSTONE LAW APC FIRM PROFILE

22 12. Capstone is one of California's largest plaintiff-only labor and consumer law firms. With  
23 over twenty-five seasoned attorneys, Capstone has the experience, resources, and expertise to  
24 successfully prosecute complex employment and consumer actions.

25 13. Since its founding in 2012, Capstone has emerged as a major force in aggregate  
26 litigation, making law on cutting-edge issues and obtaining over \$200 million in recovery for employees  
27 and consumers. The firm's accomplishments include:

28 a. In February 2015, Ryan H. Wu and I were honored with the prestigious California



1 Lawyer of the Year (CLAY) award in labor and employment for our work in the  
2 landmark case *Iskanian v. CLS Transportation Los Angeles*, 59 Cal. 4th 348  
3 (2014), which preserved the right of California workers to bring representative  
4 actions under the Labor Code Private Attorneys General Act (“PAGA”)  
5 notwithstanding a representative action waiver in an arbitration agreement.

6 b. Recognized as a leading firm in the prosecution of PAGA enforcement actions,  
7 Capstone is responsible for some of the most important decisions in this area. In  
8 *Williams v. Superior Court (Marshalls of Calif.)*, 2017 WL 2980258, Capstone  
9 attorneys achieved a landmark decision before the California Supreme Court as to  
10 the broad scope of discovery in PAGA actions. In *Baumann v. Chase Inv. Servs.*  
11 *Corp.*, 747 F.3d 1117 (9th Cir. 2014), a case of first impression, Capstone  
12 attorneys successfully argued that PAGA actions are state enforcement actions not  
13 covered by the Class Action Fairness Act.

14 14. Attached as Exhibit 1 is a true and correct copy of Capstone’s firm resume.

15 **ATTORNEYS’ FEES AND COSTS**

16 15. I have reviewed a summary of the billing records for this action, which are maintained  
17 during the regular course of business and billed contemporaneously. The bill for attorneys’ fees is  
18 summarized in the charts below:

19

| Attorney         | Title          | CA Bar Yr. | Rate  | Hours        | Fees                |
|------------------|----------------|------------|-------|--------------|---------------------|
| Raul Perez       | Partner        | 1994       | \$775 | 60.8         | \$47,120.00         |
| Liana Carter     | Senior Counsel | 1999       | \$720 | 74.7         | \$53,784.00         |
| Ryan Wu          | Partner        | 2002       | \$675 | 14.9         | \$10,057.50         |
| Bevin Allen Pike | Senior Counsel | 2002       | \$645 | 88.5         | \$57,082.50         |
| Orlando Villalba | Senior Counsel | 2004       | \$625 | 120.5        | \$75,312.50         |
| Eduardo Santos   | Senior Counsel | 2007       | \$545 | 93.7         | \$51,066.50         |
| Jamie Greene     | Partner        | 2007       | \$545 | 12.9         | \$7,030.50          |
| Anthony Castillo | Senior Counsel | 2009       | \$485 | 46.5         | \$22,552.50         |
| <b>Total</b>     |                |            |       | <b>512.5</b> | <b>\$324,006.00</b> |

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| <b>Major Tasks</b>   | <b>Hours</b> | <b>Fees</b>         |
|--|--------------|---------------------|
| Pre-Litigation Investigation / Complaint Drafting<br>(including interviewing Plaintiff about the claims alleged, reviewing Plaintiff's personnel file and timesheets, drafting the complaint and PAGA letter)  | 27.7         | \$13,750.50         |
| Case Management<br>(including conferences re litigation strategy, drafting status reports and miscellaneous court filings, and appearances at CMCs)  | 23.6         | \$14,936.00         |
| Legal & Factual Analysis of Claims and Defenses<br>(including legal research, analysis of payroll records, research re related cases)  | 42.6         | \$25,103.00         |
| Discovery<br>(including drafting discovery requests, document review, working on the Belaire-West Privacy Notice)  | 17.3         | \$10,975.50         |
| Amended Pleadings<br>(including drafting the First, Second, and Third Amended Complaints)  | 18.3         | \$10,171.50         |
| Opposition to Demurrer & Motion to Strike  | 39           | \$24,753.00         |
| Mediation (including drafting the mediation brief, conferring with Plaintiff's expert on the damages analysis, and attending the mediation)  | 104.5        | \$70,322.50         |
| Settlement Briefing (including drafting the settlement agreement and exhibits, the motion for preliminary approval, related settlement research, the supplemental briefs in support of the motion for preliminary approval, the amended settlement agreement and class notice, and the motion for attorneys' fees) | 239.5        | \$153,994.00        |
| <b>Total</b>   | <b>512.5</b> | <b>\$324,006.00</b> |

| <b>Major Tasks / Lawyers</b>                               | <b>Hours</b> | <b>Fees</b>        |
|--|--------------|--------------------|
| <b>Pre-Litigation Investigation / Complaint Drafting</b>   | <b>27.7</b>  | <b>\$13,750.50</b> |
| Bevin Allen Pike (\$645)                                   | 0.7          | \$451.50           |
| Jamie Greene (\$545)                                       | 3.4          | \$1,853.00         |
| Anthony Castillo (\$485)                                   | 23.6         | \$11,446.00        |
| <b>Case Management</b>                                     | <b>23.6</b>  | <b>\$14,936.00</b> |
| Raul Perez (\$775)   | 0.4          | \$310.00           |
| Bevin Allen Pike (\$645)                                   | 7.9          | \$5,095.50         |
| Orlando Villalba (\$625)                                   | 14.9         | \$9,312.50         |
| Jamie Greene (\$545)                                       | 0.4          | \$218.00           |
| <b>Legal &amp; Factual Analysis of Claims and Defenses</b> | <b>42.6</b>  | <b>\$25,103.00</b> |
| Raul Perez (\$775)   | 4.6          | \$3,565.00         |
| Bevin Allen Pike (\$645)                                   | 7.4          | \$4,773.00         |
| Orlando Villalba (\$625)                                   | 11.9         | \$7,437.50         |
| Jamie Greene (\$545)                                       | 4.3          | \$2,343.50         |
| Anthony Castillo (\$485)                                   | 14.4         | \$6,984.00         |
| <b>Discovery</b>   | <b>17.3</b>  | <b>\$10,975.50</b> |
| Ryan Wu (\$675)  | 3.3          | \$2,227.50         |

| <b>Major Tasks / Lawyers</b>                         | <b>Hours</b> | <b>Fees</b>         |
|--|--------------|---------------------|
| Bevin Allen Pike (\$645)                             | 2.8          | \$1,806.00          |
| Orlando Villalba (\$625)                             | 10.7         | \$6,687.50          |
| Jamie Greene (\$545)                                 | 0.2          | \$109.00            |
| Anthony Castillo (\$485)                             | 0.3          | \$145.50            |
| <b>Amended Pleadings</b>                             | <b>18.3</b>  | <b>\$10,171.50</b>  |
| Bevin Allen Pike (\$645)                             | 4.9          | \$3,160.50          |
| Orlando Villalba (\$625)                             | 2.5          | \$1,562.50          |
| Jamie Greene (\$545)                                 | 2.7          | \$1,471.50          |
| Anthony Castillo (\$485)                             | 8.2          | \$3,977.00          |
| <b>Opposition to Demurrer &amp; Motion to Strike</b> | <b>39</b>    | <b>\$24,753.00</b>  |
| Bevin Allen Pike (\$645)                             | 21.3         | \$13,738.50         |
| Orlando Villalba (\$625)                             | 17.1         | \$10,687.50         |
| Jamie Greene (\$545)                                 | 0.6          | \$327.00            |
| <b>Mediation</b>                                     | <b>104.5</b> | <b>\$70,322.50</b>  |
| Raul Perez (\$775)                                   | 29.4         | \$22,785.00         |
| Bevin Allen Pike (\$645)                             | 30           | \$19,350.00         |
| Orlando Villalba (\$625)                             | 45.1         | \$28,187.50         |
| <b>Settlement Briefing</b>                           | <b>239.5</b> | <b>\$153,994.00</b> |
| Raul Perez (\$775)                                   | 26.4         | \$20,460.00         |
| Liana Carter (\$720)                                 | 74.7         | \$53,784.00         |
| Ryan Wu (\$675)                                      | 11.6         | \$7,830.00          |
| Bevin Allen Pike (\$645)                             | 13.5         | \$8,707.50          |
| Orlando Villalba (\$625)                             | 18.3         | \$11,437.50         |
| Eduardo Santos (\$545)                               | 93.7         | \$51,066.50         |
| Jamie Greene (\$545)                                 | 1.3          | \$708.50            |

| <b>Lawyers / Major Tasks</b>                      | <b>Hours</b> | <b>Fees</b>        |
|---|--------------|--------------------|
| <b>Raul Perez (\$775)</b>                         | <b>60.8</b>  | <b>\$47,120.00</b> |
| Case Management                                   | 0.4          | \$310.00           |
| Legal & Factual Analysis of Claims and Defenses   | 4.6          | \$3,565.00         |
| Mediation   | 29.4         | \$22,785.00        |
| Settlement Briefing                               | 26.4         | \$20,460.00        |
| <b>Liana Carter (\$720)</b>                       | <b>74.7</b>  | <b>\$53,784.00</b> |
| Settlement Briefing                               | 74.7         | \$53,784.00        |
| <b>Ryan Wu (\$675)</b>                            | <b>14.9</b>  | <b>\$10,057.50</b> |
| Discovery   | 3.3          | \$2,227.50         |
| Settlement Briefing                               | 11.6         | \$7,830.00         |
| <b>Bevin Allen Pike (\$645)</b>                   | <b>88.5</b>  | <b>\$57,082.50</b> |
| Pre-Litigation Investigation / Complaint Drafting | 0.7          | \$451.50           |
| Case Management                                   | 7.9          | \$5,095.50         |
| Legal & Factual Analysis of Claims and Defenses   | 7.4          | \$4,773.00         |

| Lawyers / Major Tasks                             | Hours        | Fees               |
|---|--------------|--------------------|
| Discovery   | 2.8          | \$1,806.00         |
| Amended Pleadings                                 | 4.9          | \$3,160.50         |
| Opposition to Demurrer & Motion to Strike         | 21.3         | \$13,738.50        |
| Mediation   | 30           | \$19,350.00        |
| Settlement Briefing                               | 13.5         | \$8,707.50         |
| <b>Orlando Villalba (\$625)</b>                   | <b>120.5</b> | <b>\$75,312.50</b> |
| Case Management                                   | 14.9         | \$9,312.50         |
| Legal & Factual Analysis of Claims and Defenses   | 11.9         | \$7,437.50         |
| Discovery   | 10.7         | \$6,687.50         |
| Amended Pleadings                                 | 2.5          | \$1,562.50         |
| Opposition to Demurrer & Motion to Strike         | 17.1         | \$10,687.50        |
| Mediation   | 45.1         | \$28,187.50        |
| Settlement Briefing                               | 18.3         | \$11,437.50        |
| <b>Eduardo Santos (\$545)</b>                     | <b>93.7</b>  | <b>\$51,066.50</b> |
| Settlement Briefing                               | 93.7         | \$51,066.50        |
| <b>Jamie Greene (\$545)</b>                       | <b>12.9</b>  | <b>\$7,030.50</b>  |
| Pre-Litigation Investigation / Complaint Drafting | 3.4          | \$1,853.00         |
| Case Management                                   | 0.4          | \$218.00           |
| Legal & Factual Analysis of Claims and Defenses   | 4.3          | \$2,343.50         |
| Discovery   | 0.2          | \$109.00           |
| Amended Pleadings                                 | 2.7          | \$1,471.50         |
| Opposition to Demurrer & Motion to Strike         | 0.6          | \$327.00           |
| Settlement Briefing                               | 1.3          | \$708.50           |
| <b>Anthony Castillo (\$485)</b>                   | <b>46.5</b>  | <b>\$22,552.50</b> |
| Pre-Litigation Investigation / Complaint Drafting | 23.6         | \$11,446.00        |
| Legal & Factual Analysis of Claims and Defenses   | 14.4         | \$6,984.00         |
| Discovery   | 0.3          | \$145.50           |
| Amended Pleadings                                 | 8.2          | \$3,977.00         |

16. While adjusting our rates to track market increases, Capstone's rates have steadily remained reasonable and competitive, and have been consistently approved by many federal and state courts over the past several years. *See, e.g., Hayes v. Rent-A-Center West, Inc.*, No. 37-2018-00043861 (San Diego County Superior Court Aug. 28, 2020) (approving Capstone's rates for Associates (\$265 to \$485) and Senior Counsel/Partners (\$545 to \$775)); *Vega v. JPMorgan Chase Bank, N.A.*, No. BC698750 (Los Angeles County Superior Court Aug. 20, 2020) (approving Capstone's rates for Associates (\$265 to \$505) and Senior Counsel/Partners (\$545 to \$775)); *Wertz v. Dawn Food Products, Inc.*, No. CIV DS1811446 (San Bernardino County Superior Court June 29, 2020) (approving Capstone's rates for Associates (\$295 to \$505) and Senior Counsel/Partners (\$545 to \$775)); *Reyes v.*

1 *Verifi, Inc.*, No. BC707889 (Los Angeles County Superior Court March 16, 2020) (approving  
2 Capstone's rates for Associates (\$345 to \$485) and Senior Counsel/Partners (\$545 to \$775)); *Vargas v.*  
3 *Ford Motor Co.*, No. CV12-08388 AB (FFMx) (C.D. Cal. March 5, 2020) (approving Capstone's rates  
4 for Associates (\$245 to \$445) and Senior Counsel/Partners (\$495 to \$775)); *Wylie v. Hyundai Motor*  
5 *America*, No. 8:16-cv-02102-DOC-JCG (C.D. Cal. March 2, 2020) (approving Capstone's rates for  
6 Associates (\$295 to \$445) and Senior Counsel/Partners (\$545 to \$775)); *Campbell v. AEG Management*  
7 *Oakland, LLC*, No. RG17859830 (Alameda County Superior Court Feb. 7, 2020) (approving Capstone's  
8 rates for Associates (\$345 to \$485) and Senior Counsel/Partners (\$545 to \$775)); *Scoggins v.*  
9 *Crossmark, Inc.*, No. 56-2017-00492936-CU-OE-VTA (Ventura County Superior Court) (approving  
10 Capstone's rates for Associates (\$435) and Senior Counsel/Partners (\$495 to \$725)); *Brown v. Harris v.*  
11 *Mr. C Manager LLC*, No. CIV DS1721484 (San Bernardino County Superior Court Aug. 21, 2019)  
12 (approving Capstone's rates for Associates (\$295 to \$434) and Senior Counsel/Partners (\$495 to \$725));  
13 *Black v. T-Mobile USA, Inc.*, No. 4:17-cv-04151-HSG (N.D. Cal. July 24, 2019) (approving Capstone's  
14 rates for Associates (\$295 to \$435) and Senior Counsel/Partners (\$495 to \$725)); *Rodas v. Petroleum*  
15 *Sales, Inc.*, No. CIV1703590 (Marin County Superior Court July 19, 2019) (approving Capstone's rates  
16 for Associates (\$395 to \$435) and Senior Counsel/Partners (\$495 to \$725)); *Aguilar v. Marriott Int'l.*,  
17 *Inc.*, No. BC513197 (Los Angeles County Superior Court Apr. 9, 2019) (approving Capstone's rates for  
18 Associates (\$295 to \$435) and Senior Counsel/Partners (\$495 to \$725)); *Garrido v. J. C. Penney*  
19 *Corporation, Inc.*, No. 5:18-cv-02051-JVS-SP (C.D. Cal. Jan. 25, 2019) (approving Capstone's rates for  
20 Associates (\$435 to \$455) and Senior Counsel/Partners (\$495 to \$725)); *Boseman v. VXi Global*  
21 *Solutions, LLC*, No. BC602442 (Los Angeles County Superior Court Jan. 3, 2019) (approving  
22 Capstone's rates for Associates (\$295 to \$435) and Senior Counsel/Partners (\$495 to \$725)); *Mansilla v.*  
23 *XPO Logistics Worldwide, Inc.*, No. RG17865271 (Alameda County Superior Court Nov. 16, 2018)  
24 (approving Capstone's rates for Associates (\$295 to \$435) and Senior Counsel/Partners (\$495 to \$725));  
25 *Carbajal v. Tom's Famous Family Restaurants*, No. CIVDS1601821 (San Bernardino County Superior  
26 Court July 31, 2018) (approving Capstone's rates for Associates (\$295 to \$395) and Senior  
27 Counsel/Partners (\$495 to \$725)); *Williams v. Marshalls of CA, LLC*, No. BC503806 (Los Angeles  
28 County Superior Court Feb. 15, 2018) (approving Capstone's rates for Associates and Senior

1 Counsel/Partners (\$570 to \$725)); *Grove v. Halston Operating Co.*, No. 37-2016-00029271-CU-OE-  
2 CTL (San Diego County Superior Court Feb. 9, 2018) (approving Capstone's rates for Associates and  
3 Senior Counsel/Partners (\$470 to \$725)); *Lopez v. Kmart Corp.*, No. CIVMSC15-00134 (Contra Costa  
4 County Superior Court Nov. 29, 2017) (approving Capstone's rates for Associates (\$395 to \$470) and  
5 Senior Counsel/Partners (\$595 to \$725)); *Chambless v. Islands Restaurants, L.P.*, No. BC458426 (Los  
6 Angeles County Superior Court Aug. 22, 2017) (approving Capstone's rates for Associates (\$245 to  
7 \$470) and Senior Counsel/Partners (\$595 to \$725)); *Linares v. Ann Inc.*, No. BC605635 (Los Angeles  
8 County Superior Court Aug. 22, 2017) (approving Capstone's rates for Associates (\$245 to \$470) and  
9 Senior Counsel/Partners (\$570 to \$725)); *Grillo v. Key Energy Services, LLC*, No. 2:14-cv-00881-AB-  
10 AGR (C.D. Cal. Oct. 13, 2017) (approving Capstone's rates for Associates (\$245 to \$470) and Senior  
11 Counsel/Partners (\$595 to \$725)); *Carter v. GMRI, Inc.*, No. RIC1506085 (Riverside County Superior  
12 Court Jan. 10, 2017) (approving Capstone's rates for Associates (\$345 to \$470) and Senior  
13 Counsel/Partners (\$570 to \$695)); *Rodriguez v. Swissport North America, Inc.*, No. BC441173 (Los  
14 Angeles County Superior Court April 17, 2017) (approving Capstone's rates for Associates (\$370 to  
15 \$470) and Senior Counsel/Partners (\$520 to \$695)); *Emmons v. Quest Diagnostics Clinical  
16 Laboratories, Inc.*, No. 1:13-cv-00474-DAD-BAM (E.D. Cal. Feb. 27, 2017) (approving Capstone's  
17 rates for Associates (\$370 to \$495) and Senior Counsel/Partners (\$545 to \$695)); *Rickerd v. OneWest  
18 Resources LLC*, No. BC562538 (Los Angeles County Superior Court Jan. 19, 2017) (approving  
19 Capstone's rates for Associates (\$245 to \$470) and Senior Counsel/Partners (\$595 to \$695)); *Nunnally v.  
20 Dave & Busters, Inc.*, No. 8:16-cv-00855-DOC-KES (C.D. Cal. Jan. 9, 2017) (approving Capstone's  
21 rates for Associates (\$395 to \$495) and Senior Counsel/Partners (\$545 to \$695)); *Ford v. CEC  
22 Entertainment, Inc.*, No. 3:14-cv-01420-RS (N.D. Cal. Nov. 18, 2016) (approving Capstone's rates for  
23 Associates (\$420 to \$470) and Senior Counsel/Partners (\$545 to \$695)); *Lutin v. Lerner New York, Inc.*,  
24 No. BC498443 (L.A. County Super. Ct. Sept. 20, 2016) (approving Capstone's rates for Associates  
25 (\$370-470) and Senior Counsel/Partners); *The Children's Place Retail Stores Wage & Hour Cases*, No.  
26 JCCP4790 (L.A. County Super. Ct. Sept. 1, 2016) (approving Capstone's rates for Associates (\$245 to  
27 \$470) and Senior Counsel/Partners (\$520 to \$695)); *Coffey v. Beverages & More, Inc.*, No. BC477269  
28 (L.A. County Super. Ct. July 26, 2016) (L.A. County Super. Ct. Sept. 1, 2016) (approving Capstone's

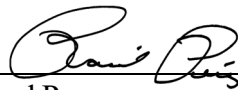
1 rates for Associates (\$370 to \$470) and Senior Counsel/Partners (\$545 to \$695)); *Guitar Center Stores*  
2 *Wage and Hour Cases*, No. JCCP 4818 (San Francisco Superior Court June 7, 2016) (approving  
3 Capstone's rates for Associates (\$370 to \$470) and Senior Counsel/Partners (\$545 to \$695)); *Berry v.*  
4 *Urban Outfitters Wholesale, Inc.*, No. Case 4:13-cv-02628-JSW (N.D. Cal. April 7, 2016) (approving  
5 Capstone's rates for Associates (\$370 to \$470) and Senior Counsel/Partners (\$545 to \$695)

6 17. Capstone's rates are comparable to those judicially approved for other plaintiff's firms,  
7 such as Baron & Budd (rates ranging from \$775 for the requested partner to \$390-\$630 for non-  
8 partners), Wasserman Comden Casselman & Essensten (rates ranging from \$670-750 for partners and  
9 \$300-500 for associates), and Blood Hurst & Reardon (\$510-695 for partners). *See Aarons v. BMW of*  
10 *North America*, No. 11-7667-PSG, 2014 U.S. Dist. LEXIS 118442, \*40-41 (C.D. Cal. Apr. 29, 2014)  
11 (also approving rates of Strategic and Capstone). Other courts have approved hourly rates in this range  
12 for plaintiff's side law firms in the Southern California area. *See, e.g., Kearney v. Hyundai Motor Am.*,  
13 2013 U.S. Dist. LEXIS 91636, \*24 (C.D. Cal. June 28, 2013) (approving hourly rates of \$650-\$800 for  
14 senior attorneys in consumer class action); *Parkinson v. Hyundai Motor America*, 796 F. Supp. 2d 1160,  
15 1172 (C.D. Cal. 2010) (approving hourly rates between \$445 and \$675); *Faigman v. AT&T Mobility*  
16 *LLC*, 2011 U.S. Dist. LEXIS 15825, \* 2 (N.D. Cal. Feb. 15, 2011) (approving hourly rates of \$650 an  
17 hour for partner services and \$500 an hour for associate attorney services); *Richard v. Ameri-Force*  
18 *Mgmt. Servs., Inc.*, No. 37-2008-00096019 (San Diego Super. Ct., Aug. 27, 2010) (\$695 to \$750 an hour  
19 for partners; \$495 an hour for associates); *Barrera v. Gamestop Corp.*, No. CV 09-1399 (C.D. Cal. Nov.  
20 29, 2010) (\$700 an hour for partners; \$475 an hour for associates); *Anderson v. Nextel Retail Stores,*  
21 *LLC*, No. CV 07-4480 (C.D. Cal. June 20, 2010) (\$655 to \$750 an hour for partners; \$300 to \$515 an  
22 hour for associates); *Luquetta v. Regents of Cal.*, CGC-05-443007 (San Francisco Super. Ct.) (approving  
23 2012 partner rates between \$550 and \$850 per hour); and *Holloway v. Best Buy Co.*, C-05-5056-PJH  
24 (MEJ) (N.D. Cal.) (approving 2011 partner rates of \$825 to \$700 an hour, associate rates between \$355  
25 and \$405 per hour).

1           18.     As summarized in the table below, counsel has incurred a total of \$26,856.69 in costs  
2 and expenses to date.

| 3  | <b>Cost &amp; Expense Categories</b>                   | <b>Amount</b>      |
|----|--|--------------------|
| 4  | Copying, Printing & Scanning and Facsimiles            | \$409.25           |
| 5  | Court Fees, Courier Fees, Filings & Service of Process | \$3,353.03         |
| 6  | Court Reporters, Transcripts & Depositions             | \$575.00           |
| 7  | Delivery & Messenger (UPS, FedEx, messenger)           | \$160.18           |
| 8  | Expert & Consulting Services                           | \$3,800.00         |
| 9  | Legal Research Services (PACER, Westlaw, etc.)         | \$3,000.16         |
| 10 | Mediation Fees   | \$9,500.00         |
| 11 | Postage & Mailings                                     | \$37.28            |
| 12 | Travel-Related Costs & Expenses                        | \$6,021.79         |
| 13 | <b>Total</b>   | <b>\$26,856.69</b> |

14           I declare under penalty of perjury under the laws of the State of California that the foregoing is  
15 true and correct. Executed this 25th day of January, 2021, at Los Angeles, California.

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Raul Perez



# Exhibit 1

## FIRM PROFILE

Capstone Law APC is one of California's largest plaintiff-only labor and consumer law firms. With over twenty-five seasoned attorneys, many formerly with prominent class action or defense firms, Capstone has the experience, resources, and expertise to successfully prosecute complex employment and consumer actions.

Since its founding in 2012, Capstone has emerged as a major force in aggregate litigation, making law on cutting-edge issues and obtaining over a hundred million dollars in recovery for employees and consumers:

- In February, 2015, Capstone attorneys Raul Perez and Ryan H. Wu were honored with the *California Lawyer* Attorney of the Year (CLAY) award in labor and employment for their work in the landmark case *Iskanian v. CLS Transportation Los Angeles*, 59 Cal.4th 348 (2014), which preserved the right of California workers to bring representative actions under the Labor Code Private Attorneys General Act ("PAGA") notwithstanding a representative action waiver in an arbitration agreement.
- Recognized as a leading firm in the prosecution of PAGA enforcement actions, Capstone is responsible for some of the most important decisions in this area. In *Williams v. Superior Court (Marshall's of Calif.)*, 3 Cal.5th 531 (2017), Capstone attorneys achieved a watershed decision before the California Supreme Court as to the broad scope of discovery in PAGA actions. In *Baumann v. Chase Inv. Servs. Corp.*, 747 F.3d 1117 (9th Cir. 2014), a case of first impression, Capstone successfully argued that PAGA actions are state enforcement actions not covered by the Class Action Fairness Act.
- Capstone has made important contributions to consumer protection law. In *McGill v. Citibank N.A.*, 2 Cal. 5th 945 (2017), Capstone represented plaintiffs in a major decision holding that the right to seek public injunctive relief under the state's consumer protection laws cannot be waived and that consumers need not satisfy class certification requirements to enjoin unfair business practices on behalf of the public. In *Nguyen v. Nissan N.A.*, 726 F.3d 811 (9th Cir. 2019), Capstone attorneys reversed a denial of class certification, making law that clarified the use of "benefit of the bargain" damages models in consumer class actions.
- Capstone served as class counsel in a number of significant wage and hour settlements, including \$12 million on behalf of a nationwide class of in *Hightower v. JPMorgan Chase Bank*, Case No. 11-01802 (C.D. Cal.), over \$10 million on behalf of non-exempt hourly workers in *Zamora v. Balboa Life & Casualty LLC*, Case No. BC360026 (L.A. Super. Ct.); and \$9 million on behalf of pharmacists in *Dittmar v. Costco Wholesale Corp.*, No. 14-1156 (S.D. Cal.). In *Vorise v. 24 Hour Fitness USA, Inc.*, No. C 15-02051 (Contra Costa Super. Ct.), Capstone and co-counsel negotiated an \$11 million PAGA settlement on behalf of over 36,000 employees for Labor Code violations.
- Capstone has an established practice in automotive defect class actions and is currently appointed sole class counsel, following contested class certification, in *Victorino v. FCA US, LLC*, No. 16-1617-GPC, 2019 WL 5268670 (S.D. Cal. Oct. 17, 2019) and *Salas v. Toyota Motor Sales, U.S.A., Inc.*, No. 15-8629-FMO, 2019 WL 1940619 (C.D. Cal. Mar. 27, 2019).

## SUMMARY OF SIGNIFICANT SETTLEMENTS

Since its founding, Capstone has settled over 100 high-stakes class and representative actions totaling well over \$200 million dollars. Capstone's settlements have directly compensated hundreds of thousands of California workers and consumers. Capstone's actions have also forced employers to modify their policies for the benefit of employees, including changing the compensation structure for commissioned employees and changing practices to ensure that workers will be able to take timely rest and meal breaks. A leader in prosecuting PAGA enforcement actions, Capstone has secured millions of dollars in civil penalties for the State of California.

The following is a representative sample of Capstone's settlements:

- *Hightower et al v. Washington Mutual Bank*, No. 2:11-cv-01802-PSG-PLA (N.D. Cal.): gross settlement of \$12 million on behalf of approximately 150,000 personal bankers, tellers, sales associates, and assistant branch manager trainees for wage and hour violations;
- *Vargas v. Ford Motor Co.*, 12-08388-AB (C.D. Cal.): providing cash payments and unique buyback program for nearly 2 million consumers;
- *Moore v. Petsmart, Inc.*, No. 5:12-cv-03577-EJD (N.D. Cal.): gross settlement of \$10 million on behalf of over 19,000 non-exempt PetSmart employees for wage and hour violations;
- *Dittmar v. Costco Wholesale Corp.*, No. 14-1156 (S.D. Cal.): gross settlement of \$9 million on behalf of approximately 1,200 pharmacists for wage and hour violations;
- *Perrin v. Nabors Well Services Co.*, No. 56-2007-00288718 (Ventura Super. Ct.): gross settlement of over \$6.5 million on behalf of oil rig workers for sleep time and other wage violations;
- *Cook v. United Insurance Co.*, No. C 10-00425 (Contra Costa Super. Ct.): gross settlement of \$5.7 million on behalf of approximately 650 sales representatives;
- *Alvarez v. MAC Cosmetics, Inc.*, No. CIVDS1513177 (San Bernardino Super. Ct.): gross settlement of \$5.5 million for approximately 5,500 non-exempt employees.
- *Aceves v. AutoZone, Inc.*, No. 14-2032 (C.D. Cal.): gross settlement of \$5.4 million in a case alleging FCRA violations;
- *Berry v. Urban Outfitters Wholesale, Inc.*, No. 13-02628 (N.D. Cal.): gross settlement of \$5 million on behalf of over 12,000 nonexempt employees;
- *The Children's Place Retail Stores Wage & Hour Cases*, No. JCCP 4790: gross settlement of \$5 million on behalf of 15,000 nonexempt employees;
- *York v. Starbucks Corp.*, Case No. 08-07919 (C.D. Cal.): gross settlement of nearly \$5 million on behalf of over 100,000 non-exempt workers for meal break and wage statement claims;
- *Rodriguez v. Swissport USA*, No. BC 441173 (Los Angeles Super. Ct.): gross settlement of nearly \$5 million on behalf of 2,700 non-exempt employees following contested certification;
- *Asghari v. Volkswagen Group of North America*, Case No. 13-02529 (C.D. Cal.): Settlement providing complementary repairs of oil consumption defect, reimbursement for repairs, and extended warranty coverage of certain Audi vehicles valued at over \$20 million;
- *Klee v. Nissan of North America*, Case No. 12-08238 (C.D. Cal.): Settlement providing complimentary electric vehicle charging cards and extending warranty coverage for the electric battery on the Nissan Leaf valued at over \$10 million.

## PROFESSIONAL BIOGRAPHIES

### Partners

**Rebecca Labat.** Rebecca Labat is co-managing partner of Capstone Law APC, supervising the litigation for all of the firm's cases. She also manages the firm's co-counsel relationships and assists the firm's other partners and senior counsel with case management and litigation strategy. Under Ms. Labat's leadership, Capstone has successfully settled over 100 cases, delivering hundreds millions of dollars to California employees and consumers while earning statewide recognition for its cutting-edge work in developing new law.

Ms. Labat's career accomplishments representing consumers and employees in class actions include the certification of a class of approximately 3,200 current and former automobile technicians and shop employees for the miscalculation of the regular rate for purposes of paying premiums for missed meal and rest breaks.

Before her work representing plaintiffs in class and representative actions, Ms. Labat was an attorney with Wilson Elser and represented life, health, and disability insurers in litigation throughout California in both state and federal courts. She graduated from the University of California, Hastings College of the Law in 2002, where she was a member of the Hastings Civil Justice Clinic, served as a mediator in Small Claims Court for the City and County of San Francisco, and received the CALI Award for Excellence in Alternative Dispute Resolution. She received her undergraduate degree from the University of California, Los Angeles. Ms. Labat is a member of the National Employment Lawyers Association (NELA), the Consumer Attorneys Association of Los Angeles (CAALA), and the Beverly Hills Bar Association.

**Raul Perez.** Raul Perez is co-managing partner at Capstone, and has focused exclusively on wage and hour and consumer class litigation since 2011. Mr. Perez is the lead negotiator on numerous large settlements that have resulted in hundreds of millions to low-wage workers across California, including many of the most valuable settlements reached by Capstone.

During his career, Mr. Perez has successfully certified by way of contested motion and/or been appointed Lead Counsel or Interim Lead Counsel in several cases, including: *Lopes v. Kohl's Department Stores, Inc.*, Case No. RG08380189 (Alameda Super. Ct.); *Hightower v. JPMorgan Chase Bank*, Case No. 11-01802 (C.D. Cal.); *Tameifuna v. Sunrise Senior Living Managements, Inc.*, Case No. 13-02171 (C.D. Cal.) (certified class of over 10,000 hourly-paid employees); and *Berry v. Urban Outfitters Wholesale, Inc.*, Case No. 13-02628 (N.D. Cal.) (appointed lead counsel in a class action involving over 10,000 non-exempt employees). As the lead trial attorney in *Iskanian v. CLS Transportation Los Angeles*, 59 Cal. 4<sup>th</sup> 348 (2014), Mr. Perez, along with Mr. Wu, received the 2015 CLAY Award in labor and employment.

Mr. Perez received both his undergraduate degree and his law degree from Harvard University and was admitted to the California Bar in December 1994. Earlier in his career, Mr. Perez handled a variety of complex litigation matters, including wrongful termination and other employment related actions, for corporate clients while employed by some of the more established law firms in the State of California, including Morgan, Lewis & Bockius; Manatt Phelps & Phillips; and Akin Gump Strauss Hauer & Feld. Before Capstone, Mr. Perez was a partner at another large plaintiff's firm, helping to deliver millions of dollars in relief to California workers.

**Melissa Grant.** Melissa Grant is a partner at Capstone. Ms. Grant is responsible for litigating many of the firm's most contentious and high-stakes class actions. The author of numerous successful motions for class certification, Ms. Grant is the lead or co-lead attorney on multiplied certified class actions currently on track for trial, representing over 140,000 California employees in pursuing their wage and hour claims. She is also at the forefront in developing the law on PAGA, including administrative exhaustion, standing, the nature of PAGA violations, the scope of discovery, and trials.

Prior to joining Capstone, Ms. Grant worked at the Securities and Exchange Commission as a staff attorney in the Enforcement Division, investigating ongoing violations of federal securities regulations and statutes and for Quinn Emanuel Urquhart & Sullivan, LLP, where she was an associate on the trial team that prosecuted the *Mattel v. Bratz* case. Ms. Grant began her legal career as a law clerk to the Honorable Harry Pregerson, Justice of the Ninth Circuit Court of Appeals before joining Sidley & Austin as an associate. She graduated from Southwestern Law School in 1999, where she served as editor-in-chief of the Law Review, and graduated *summa cum laude* and first in her class. Ms. Grant earned her undergraduate degree from Cornell University, where she received the JFK Public Service Award and the Outstanding Senior Award. Her published articles include: *Battling for ERISA Benefits in the Ninth Circuit: Overcoming Abuse of Discretion Review*, 28 Sw. U. L. Rev. 93 (1998), and CLE Class Actions Conference (SF) CAFA: *Early Decisions on Commencement and Removal of Actions* (2006).

**Ryan H. Wu.** Ryan H. Wu is a partner at Capstone and is primarily responsible for complex motion work and supervising court approval of class action settlements. Mr. Wu handles many of the most challenging legal issues facing Capstone's clients, including the scope and operation of PAGA, contested attorneys' fees motions, responding to objectors, and high-impact appeals. Mr. Wu is responsible for the merits briefing in *McGill v. Citibank, N.A.*, 2 Cal. 5th 945 (2017), where the California Supreme Court unanimously held that consumers' right to pursue public injunctive relief cannot be impeded by a contractual waiver or class certification requirements. He briefed the closely-watched *Williams v. Superior Court (Marshalls of CA LLC)*, 3 Cal.5th 531(2017), an important pro-employee ruling that broadened the scope of discovery in PAGA actions and resolved a longstanding conflict regarding third-party constitutional privacy rights. He also authored the briefs in *Baumann v. Chase Inv. Servs. Corp.*, 747 F.3d 1117 (9th Cir. 2014), where, on an issue of first impression, the Ninth Circuit sided with Plaintiffs in holding that PAGA actions are state enforcement actions not covered by the CAFA. In February 2015, Mr. Wu, along with Mr. Perez, received the prestigious CLAY award for his successful appellate work, including briefing to the California Supreme Court, in *Iskanian*. Mr. Wu recently achieved an important consumer victory in *Nguyen v. Nissan N.A.*, 932 F.3d 811 (9th Cir. 2019), which clarified the use of "benefit of the bargain" damages models in consumer class actions.

Mr. Wu graduated from the University of Michigan Law School in 2001, where he was an associate editor of the *Michigan Journal of Law Reform* and contributor to the law school newspaper. He received his undergraduate degree in political science with honors from the University of California, Berkeley. He began his career litigating international commercial disputes and commercial actions governed by the Uniform Commercial Code. Mr. Wu is co-author of "*Williams v. Superior Court: Employees' Perspective*" and "*Iskanian v. CLS Transportation: Employees' Perspective*," both published in the *California Labor & Employment Law Review*.

**Robert Drexler.** Robert Drexler is a partner with Capstone Law where he leads one of the firm's litigation teams prosecuting wage-and-hour class actions. He has more than 25 years of experience representing clients in wage-and-hour and consumer rights class actions and other complex litigation in state and federal courts. Over the course of his career, Mr. Drexler has successfully certified dozens of employee classes for claims

such as misclassification, meal and rest breaks, and off-the-clock work, ultimately resulting in multi-million dollar settlements. He has also arbitrated and tried wage-and-hour and complex insurance cases. Mr. Drexler has been selected as one of Southern California's "Super Lawyers" every year from 2009 through 2020.

Before joining Capstone, Mr. Drexler was head of the Class Action Work Group at Khorrami Boucher, LLP and led the class action team at The Quisenberry Law Firm. Mr. Drexler graduated from Case Western Reserve University School of Law, where he served as Managing Editor of the Case Western Reserve Law Review and authored *Defective Prosthetic Devices: Strict Tort Liability for the Hospital?* 32 CASE W. RES. L. REV. 929 (1982). He received his undergraduate degree in Finance at Ohio State University where he graduated *cum laude*. Mr. Drexler is a member of Consumer Attorneys of California (CAOC) and Consumer Attorneys of Los Angeles (CAALA). He has been a featured speaker at class action and employment litigation seminars, and has published articles in CAOC's Forum Magazine and The Daily Journal.

**Jamie Greene** is a partner with Capstone Law, where she leads the firm's business development and case generation team. Ms. Greene is responsible for evaluating all potential new cases and referrals, developing new claims, and managing the firm's client and cocounseling relationships. She also supervises the pre-litigation phase for all cases, including investigation, analysis, and client consultation.

Before joining Capstone, Ms. Greene began her legal career at Makarem & Associates representing clients in a wide array of cases ranging from wrongful death, insurance bad faith, employment, personal injury, construction defect, consumer protection, and privacy law. Ms. Greene is a graduate of the University of Southern California Gould School of Law and earned her bachelor's degree from Scripps College in Claremont, California.

### **Senior Counsel**

**Theresa Carroll**. Theresa Carroll is a senior counsel at Capstone Law. Her practice is devoted to the Appeals & Complex Motions team, working on various settlement and approval projects.

Prior to joining Capstone, Ms. Carroll was an associate with Parker Stanbury, LLP, advising small business owners on various employment matters and worked as an associate attorney for O'Donnell & Mandell litigating employment discrimination and sexual harassment cases. In 1995, she graduated from Southwestern University School of Law where she was on the trial advocacy team and was awarded the prestigious Trial Advocate of the Year award sponsored by the American Board of Trial Advocates (ABOTA) for Southwestern University School of Law. Ms. Carroll received her Bachelor of Science degree in speech with an emphasis in theatre from Iowa State University.

**Liana Carter**. Liana Carter is a senior counsel with Capstone Law APC, specializing in complex motions, writs, and appeals. Her work on recent appeals has included reversing a denial of class certification decision in *Brown v. Cinemark USA, Inc.*, No. 16-15377, 2017 WL 6047613 (9th Cir. Dec. 7, 2017), affirming a denial of a motion to compel arbitration in *Jacoby v. Islands Rests., L.P.*, 2014 Cal. App. Unpub. LEXIS 4366 (2014) and reversal of a dismissal of class claims in *Rivers v. Cedars-Sinai Med. Care Found.*, 2015 Cal. App. Unpub. LEXIS 287 (Jan. 13, 2015). Ms. Carter was responsible for drafting the successful petition for review in *McGill v. Citibank N.A.*, as well as the petition for review and briefing on the merits in *Williams v. Superior Court*, 2017 WL 2980258. Ms. Carter also has extensive prior experience in overseeing settlement negotiations and obtaining court approval of class action settlements.

Ms. Carter was admitted to the California bar in 1999 after graduating from the University of Southern California Gould School of Law, where she was an Articles Editor on the board of the *Southern California Law Review*. She received her undergraduate degree with honors from the University of California, Irvine.

**Anthony Castillo.** Anthony Castillo is a senior counsel with Capstone Law. His practice focuses on analyzing and developing pre-litigation wage-and-hour and consumer claims, including PAGA representative actions and class actions for failure to pay overtime and minimum wages, meal and rest period violations, and claims under the Fair Labor Standards Act and the Investigative Consumer Reporting Agency Act. Prior to joining Capstone, he was an associate at a California bankruptcy practice, where he represented individual and business debtors in liquidations and re-organizations as well as various debt and foreclosure defense-related issues.

Mr. Castillo graduated from Loyola Law School, Los Angeles in 2009, where he volunteered with the Disability Rights Legal Center. He attended Stanford University for his undergraduate degree, majoring in Political Science and minoring in History. Anthony is admitted to practice law in California and Washington and before the United States District Court for the Central and Southern Districts of California.

**Molly DeSario.** Molly DeSario is a senior counsel with Capstone Law, specializing in employment class action litigation. Ms. DeSario's practice focuses primarily on wage-and-hour class action and Private Attorneys General Act litigation on behalf of employees for failure to pay overtime and minimum wages, provide meal and rest breaks, and provide compensation for off-the-clock work. She has experience briefing and arguing a multitude of dispositive motions in state and federal court and has successfully certified and settled numerous classes for claims such as exempt misclassifications, unpaid wages, missed meal and rest breaks, and unreimbursed business expenses.

Ms. DeSario began her career as a general practice litigation associate with Sandler & Mercer in Rockville, Maryland, handling a wide range of civil and criminal matters. Since 2005, she has primarily litigated class action cases and, for the last seven years, has focused on representing employees and consumers in class and collective actions across California and the nation, helping them recover millions of dollars in unpaid wages, restitution, and penalties. Molly graduated from Northeastern University School of Law in 2002. During law school, she interned for the U.S. Attorney's Office in Boston, Massachusetts, and the Honorable Paul L. Friedman at the U.S. District Court for the District of Columbia. She received her undergraduate degree in Marketing and International Business from the University of Cincinnati, where she graduated summa cum laude.

**Robert Friedl.** Robert Friedl is a senior counsel at Capstone, where he devotes most of his time to the briefing and litigation strategy of consumer protection cases. Mr. Friedl has over 20 years of experience representing plaintiffs and defendants in consumer class actions, insurance coverage and defense, employment law, and personal injury. His lengthy service as an appellate attorney has yielded several published cases, including successful outcomes in *Goldstein v. Ralphs*, 122 Cal. App. 4th 229 (2004), *Morgan v. AT&T*, 177 Cal. App. 4th 1235 (2009), and *Hecimovich v. Encinal School Parent Teacher Organization*, 203 Cal. App. 4th 450 (2012). At Capstone, Mr. Friedl was responsible for the appellate win in *Grant v. Unifund CCR, LLC*, 577 Fed. Appx. 693 (9th Cir. 2014).

Prior to joining Capstone, Mr. Friedl was a partner at civil litigation boutique, where he handled the firm's most complex briefing. He is a graduate of the University of Connecticut, and received his law degree from Southwestern School of Law, where he earned an American Jurisprudence Book Award.

**Daniel Jonathan.** Daniel Jonathan is a senior counsel at Capstone Law. His practice primarily involves wage-and-hour class actions and PAGA litigation on behalf of employees for the failure to pay overtime and minimum wages, failure to provide meal and rest breaks, claims under the Fair Labor Standards Act, and other California Labor Code violations.

Prior to joining Capstone, Mr. Jonathan began his career as an associate at Kirkland & Ellis representing Fortune 500 clients in high-stakes litigation in various matters, including class action defense and plaintiff's actions for accounting fraud. Following that, he was a senior counsel at a boutique litigation firm where he successfully first-chaired several trials. Mr. Jonathan graduated from the Northwestern University School of Law. He received his undergraduate degree in Accounting from the University of Southern California, where he graduated cum laude. He has passed the CPA examination and worked as an auditor at Deloitte before attending law school.

**Jonathan Lee.** A senior counsel with Capstone, Jonathan Lee primarily litigates employment class actions. At Capstone, Mr. Lee has worked on several major successful class certification motions, and his work has contributed to multi-million dollar class settlements against various employers, including restaurant chains, retail stores, airport staffing companies, and hospitals. Prior to joining Capstone, Mr. Lee defended employers and insurance companies in workers' compensation actions throughout California.

Mr. Lee graduated in 2009 from Pepperdine University School of Law, where he served as an editor for the Journal of Business, Entrepreneurship and the Law; he received his undergraduate degree from UCLA.

**Mark A. Ozzello.** Mark A. Ozzello is a senior counsel with Capstone Law, where he leads the firm's consumer team. He is a nationally recognized and respected consumer and employment attorney who has litigated those issues throughout the country. He has always been at the forefront of consumer rights, sitting on the Board of Governors for the Consumer Attorneys of California and regularly appearing as a featured speaker on consumer rights issues nationwide.

Mr. Ozzello is a former partner of Arias Ozzello & Gignac and, most recently, was Of Counsel to Markun Zusman Freniere & Compton, LLP. In his capacity as a litigator, he has obtained results for his clients in excess of \$200 million dollars. Mark has also achieved consistent success in the California Courts of Appeal, and several judicial opinions regularly cite to his matters as authority for class certification issues. He has also argued appellate issues in several Circuit Courts of Appeals with great success. Mr. Ozzello attended Pepperdine University School of Law where he was an Editor to the Law Review, publishing several articles during his tenure in that capacity. He received his undergraduate degree from Georgetown University.

Mr. Ozzello has always strived to be an integral part of local communities. He has established educational scholarship programs at several charitable organizations, including El Centro De Amistad in Los Angeles and St. Bonaventure Indian Mission and School in Thoreau, New Mexico, and presides over a legal clinic in Los Angeles which provides pro bono legal assistance to non-English speaking individuals.

**Bevin Allen Pike.** Bevin Allen Pike is a senior counsel with Capstone Law where she focuses primarily on wage-and-hour class actions. Ms. Pike has spent her entire legal career representing employees and consumers in wage-and-hour and consumer rights class actions. Over the course of her career, Ms. Pike has successfully certified dozens of employee and consumer classes for claims such as meal and rest breaks, unpaid overtime, off-the-clock work, and false advertising.



Before joining Capstone, Ms. Pike's experience included class and representative action work on behalf of employees and consumers at some of the leading plaintiffs' firms in California. Ms. Pike graduated from Loyola Law School, Los Angeles, where she was an Editor for the International and Comparative Law Review. She received her undergraduate degree from the University of Southern California. Ms. Pike has been selected as one of Southern California's "Super Lawyers – Rising Stars" every year from 2012 through 2015.

**Eduardo Santos.** Eduardo Santos is a senior counsel at Capstone Law, and concentrates his practice on managing and obtaining court approval of many of Capstone's wage-and-hour, consumer, and PAGA settlements, from the initial contract drafting phase to motion practice, including contested motion practice on attorneys' fees. Over the course of his career, Mr. Santos has helped to secure court approval of over one hundred high-stakes class and representative action settlements totaling over \$100 million.

Before joining Capstone, Mr. Santos began his career at a prominent plaintiff's firm in Los Angeles specializing in mass torts litigation, with a focus on complex pharmaceutical cases. Most notably, he was involved in the national Vioxx settlement, which secured a total of \$4.85 billion for thousands of individuals with claims of injuries caused by taking Vioxx. Mr. Santos graduated from Loyola Law School, Los Angeles, where he was a recipient of a full-tuition scholarship awarded in recognition of academic excellence. While in law school, Mr. Santos served as an extern for the Honorable Thomas L. Willhite, Jr. of the California Court of Appeal. He graduated magna cum laude from UCLA and was a recipient of the Ralph J. Bunche Scholarship for academic achievement.

**Mao Shiokura.** Mao Shiokura is a senior counsel with Capstone. Her practice focuses on identifying, evaluating, and developing new claims, including PAGA representative actions and class actions for wage-and-hour violations and consumer actions under the Consumers Legal Remedies Act, False Advertising Law, Unfair Competition Law, and other consumer protection statutes. Prior to joining Capstone, Ms. Shiokura was an associate at a California lemon law firm, where she represented consumers in Song-Beverly, Magnuson-Moss, and fraud actions against automobile manufacturers and dealerships.

Ms. Shiokura graduated from Loyola Law School, Los Angeles in 2009, where she served as a staff member of Loyola of Los Angeles Law Review. She earned her undergraduate degree from the University of Southern California, where she was a Presidential Scholar and majored in Business Administration, with an emphasis in Cinema-Television and Finance.

**John Stobart.** John Stobart is a senior counsel with Capstone Law. He focuses on appellate issues in state and federal courts and contributes to the firm's amicus curiae efforts to protect and expand the legal rights of California employees and consumers. Mr. Stobart has significant appellate experience having drafted over two dozen writs, appeals and petitions, and having argued before the Second, Fourth, and Fifth Districts of the California Court of Appeal.

Prior to joining Capstone, Mr. Stobart was a law and motion attorney who defended against civil liability in catastrophic injury and wrongful death cases brought against his clients, which included the railroad, public schools, small businesses, and commercial and residential landowners. He has drafted and argued scores of dispositive motions at the trial court level and had success in upholding judgments and verdicts on appeal. He graduated cum laude from Thomas Jefferson School of Law where he was on the mock trial competition team and earned his undergraduate degree from the Ohio State University.

**Orlando Villalba.** Orlando Villalba is a senior counsel at Capstone Law. His practice primarily involves wage-and-hour class actions and PAGA litigation on behalf of employees for the failure to pay overtime and minimum wages, failure to provide meal and rest breaks, claims under the Fair Labor Standards Act, and other California Labor Code violations.

Mr. Villalba began his career at Kirkland & Ellis where he handled a wide range of business litigation matters, including transnational contract disputes, insurance-related tort claims, developer litigation, and civil rights actions. He also has extensive plaintiff-side experience representing government agencies and note-holders in the pursuit of mortgage and other fraud losses. Mr. Villalba graduated from Stanford Law School, where he served as an articles editor on the Stanford Journal of Law, Business & Finance. After law school, he clerked for the Honorable Warren Matthews of the Alaska Supreme Court. Orlando received his bachelor's degree in International Business from the University of Southern California.

**Steven Weinmann.** Steven Weinmann is a senior counsel with Capstone Law and leads the consumer rights team. His practice encompasses complex and class action litigation, including consumer product and services cases under California's Unfair Competition Law (UCL), data privacy breach cases, and a special emphasis on vehicle defect litigation. He has a background in securities litigation, antitrust, environmental law, and consumer class action cases.

Prior to joining Capstone, Steven's experience included litigating class actions on behalf of employees and consumers, in addition to representing individuals and small and large companies in various types of litigation, from business disputes to personal injury, financial fraud, construction defects, and products liability. Steven has been instrumental in achieving favorable results for numerous certified classes, including cases against Home Depot USA (for wage and hour and UCL claims); LegalZoom.com, Inc. (claims involving illegal practice of law); Wells Fargo Bank, N.A. (UCL, CLRA, federal Truth in Lending Act [TILA] claims). Steven briefed and help bring about numerous reported decisions including *Fralely v. Facebook*, 830 F.Supp.2d 785 (N.D. Cal. 2011) (defeating a motion to dismiss on claims involving the right to publicity); *Ceja v. Rudolph & Sletten*, 194 Cal.App.4th 584 (Sixth Appellate Div. 2011), affirmed, California Supreme Court, 56 Cal. 4th 1113 (2013) (confirming the test for determining putative spouse status is a subjective one). He also helped brief and obtained a decision favorable to plaintiffs in a seminal case under California's UCL, *McAdams v. Monier, Inc.*, 182 Cal.App.4th 174 (2010) (deciding only the named class representative needed to satisfy Proposition 64 standing requirements). He received his J.D. with distinction from the Hofstra University School of Law, where he was an associate editor on the Hofstra Law Review, and earned his undergraduate degree in English Literature and Political Science from Rutgers University.

**Tarek Zohdy.** A senior counsel with Capstone Law, Tarek Zohdy develops, investigates and litigates automotive defect class actions, along with other consumer class actions for breach of warranty and consumer fraud. At Capstone, he has worked on several large-scale automotive class actions from investigation through settlements that have provided significant relief to millions of defrauded car owners. Before joining Capstone, Mr. Zohdy spent several years representing individual consumers in their actions against automobile manufacturers and dealerships for breaches of express and implied warranties pursuant to the Song-Beverly Consumer Warranty Act and the Magnuson-Moss Warranty Act, commonly referred to together as "Lemon Law." He also handled fraudulent misrepresentation and omission cases pursuant to the Consumers Legal Remedies Act. Mr. Zohdy graduated from Louisiana State University *magna cum laude* in 2003, and Boston University School of Law in 2006, where he was a member of the criminal clinic representing underprivileged criminal defendants.

Associates

**Brandon Brouillette.** Brandon Brouillette is an associate with Capstone Law, where his practice focuses on representing employees and consumers in complex litigation, primarily wage-and-hour class actions and PAGA representative actions. Mr. Brouillette’s entire legal career has been devoted to representing individual and class representative plaintiffs against large corporate entities. Prior to joining Capstone, he served as an associate at Boucher LLP where he managed the firm’s wage-and-hour class actions. He earned his Juris Doctor from Loyola Law School, Los Angeles, where he spent a summer interning for the legal clearance and corporate legal departments at Warner Bros. He received his undergraduate degree from the University of Southern California, where he majored in Business Administration and spent a semester abroad in Budapest, Hungary. In 2016, Brandon was selected as one of Super Lawyers’ “Rising Stars” in Southern California.

**Joseph Hakakian.** Joseph Hakakian is an associate with Capstone Law. His practice focuses on prosecuting wage-and-hour class and representative actions in state and federal court. Prior to joining Capstone Law, Mr. Hakakian served as a summer clerk for Mark Ozzello at Markun Zusman Freniere & Compton, LLP, working on various actions including wage-and-hour claims, unpaid overtime, false advertising, and unfair competition. He graduated from UCLA School of Law, with a business law specialization, where he served as a staff editor for the Journal of Environmental Law and Policy and worked as a law clerk with the Consumer Protection Division of the Los Angeles District Attorney’s Office. Prior to attending law school, Mr. Hakakian received his undergraduate degree from University of California, Los Angeles, in 2013, where he graduated summa cum laude, Dean’s Honor List, and College Honors, and received scholastic achievement awards from Golden Key Honor Society and Phi Alpha Theta Honor Society. Joseph is an active member of the Consumer Attorneys Association of Los Angeles (CAALA), Consumer Attorneys of California (CAOC), and Beverly Hills, Los Angeles County, and Santa Monica Bar Associations.

**Michelle Kennedy.** Michelle Kennedy is an associate with Capstone Law. Her practice focuses on analyzing pre-litigation wage-and-hour and consumer claims, including claims for overtime wages, meal and rest periods, and off-the-clock work violations. She began her career as a contract attorney in the Utah Attorney General’s Civil Litigation Division handling torts, civil rights, and employment law matters. She later founded her own firm handling business and intellectual property matters, where she settled a copyright infringement suit. Prior to moving to Southern California, Ms. Kennedy was recognized by Super Lawyers as a Mountain States Rising Star in 2017 and 2018. She also served as President of the Utah Minority Bar Association and as an Ex-Officio Member of the Utah State Bar Commission. Michelle graduated from the University of Utah S.J. Quinney College of Law in 2013, where she served as President of the Art Law Alliance and Vice President of the Minority Law Caucus. She earned her undergraduate degree from Brigham Young University in 2010, where she majored in Philosophy. Ms. Kennedy is an active member of the Consumer Attorneys Association of Los Angeles (CAALA) and the Los Angeles County Bar Association. Michelle is admitted to practice law in Utah and California.

**Alexander Lima.** Alexander Lima is an associate with Capstone Law. His practice focuses on evaluating pre-litigation wage-and-hour claims, including potential violations of overtime and minimum wage law, meal and rest period requirements, and off-the-clock work issues, as well as consumer protection claims. Previously, Mr. Lima was an associate at a California civil litigation practice representing individuals and entities in real estate disputes. He graduated from Santa Clara University, School of Law in 2018, where he served as an Executive Board Member of the Honors Moot Court and was selected as a regional finalist for the American

Bar Association Negotiation Competition. He received his undergraduate degree from the University of California, Riverside in 2014.

**Trisha Monesi.** Trisha Monesi is an associate with Capstone. Her practice focuses on prosecuting consumer class actions in state and federal court. Ms. Monesi graduated from Loyola Law School, Los Angeles in 2014, where she served as an editor of the Loyola of Los Angeles Entertainment Law Review and was a certified law clerk at the Center for Juvenile Law and Policy. She earned her undergraduate degree from Boston University in 2011, where she majored in Political Science and International Relations. She is an active member of the Women Lawyers Association of Los Angeles, and the Los Angeles County and Beverly Hills Bar Associations.

**Cody Padgett.** An associate with Capstone, Cody Padgett's practice focuses on prosecuting automotive defect and other consumer class action cases in state and federal court. He handles consumer cases at all stages of litigation, and has contributed to major settlements of automobile defect actions valued in the tens of millions. Prior to joining Capstone Law, Mr. Padgett was a certified legal intern with the San Diego County Public Defender's Office. During law school, Mr. Padgett served as a judicial extern to the Honorable C. Leroy Hansen, United States District Court for the District of New Mexico. He graduated from California Western School of Law in the top 10% of his class and received his undergraduate degree from the University of Southern California, where he graduated *cum laude*.

**Julian Quattlebaum.** Julian Quattlebaum is an associate with Capstone. His practice focuses on analyzing pre-litigation wage-and-hour and consumer claims, including claims for overtime wages, meal and rest periods, and off-the-clock work violations. He began his career at an entertainment law firm, handling intellectual property matters, copyright infringement disputes, and contract litigation. During his time at the firm, he authored an amicus brief that was quoted in oral argument before the Ninth Circuit Court of Appeals during en banc review. Later, he helped author an appellate brief regarding the rights to the storyline of a successful Disney film franchise. Mr. Quattlebaum graduated from Emory University School of Law in 2019. While there, he was a member of the Moot Court Society, representing the school at the NYU Immigration Law competition in his second year, and the National Competition in his third year. He was given the Society's Award for Excellence in Oral Advocacy and was inducted into the Order of Emory Advocates. He earned his undergraduate degree from the University of Colorado Boulder in 2015, where he majored in Evolutionary Biology.

## **OUTREACH AND EDUCATION**

To increase public awareness about the issues affecting class action and other representative litigation in the consumer and employment areas, Capstone publishes the Impact Litigation Journal ([www.impactlitigation.com](http://www.impactlitigation.com)). Readers have access to news bulletins, op-ed pieces, and legal resources. By taking advantage of social media, Capstone hopes to spread the word about consumer protection and employee rights to a larger audience than has typically been reached by traditional print sources, and to thereby contribute to the enforcement of California's consumer and workplace protection laws.

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8 Attorneys for Plaintiff Cameron Young

9  
10 SUPERIOR COURT OF THE STATE OF CALIFORNIA

11 FOR THE COUNTY OF SAN FRANCISCO

12  
13 CAMERON YOUNG and KEANA BOLDS,  
14 individually, and on behalf of other members of  
the general public similarly situated and as  
15 aggrieved employees pursuant to the Private  
Attorneys General Act (“PAGA”),

16 Plaintiffs,

17 vs.

18 THE GAP, INC., a Delaware Corporation; and  
19 DOES 1 through 10, inclusive,

20 Defendants.

Case No.: CGC-18-568507

CLASS ACTION

**[PROPOSED] ORDER GRANTING MOTION  
FOR ATTORNEYS’ FEES, COSTS AND  
EXPENSES, AND A CLASS  
REPRESENTATIVE ENHANCEMENT  
PAYMENT**

Date: February 24, 2021

Time: 10:30 a.m.

Place: Department 613

1 **ORDER**

2 On February 24, 2021, this Court conducted a hearing on Plaintiff’s Motion for Attorneys’ Fees,  
3 Costs and Expenses, and a Class Representative Enhancement Payment. Having carefully considered the  
4 papers, evidence, and arguments presented, the Court finds and orders as follows:

5 1. The Court finds that the requested award of attorneys’ fees in the amount of \$750,000,  
6 or one-third of the common fund created by the settlement, is reasonable for a contingency fee in a class  
7 action such as this. *See Laffitte v. Robert Half Int’l Inc.*, 1 Cal. 5th 480 (2016) (affirming award of  
8 attorneys’ fees in the amount of one-third of the non-reversionary common fund); *Van Vranken v.*  
9 *Atlantic Richfield Co.*, 901 F. Supp. 294, 297 (N.D. Cal. 1995) (“the cases . . . in which high percentages  
10 such as 30-50 percent of the fund were awarded involved relatively smaller funds of less than \$10  
11 million”). Capstone Law APC has also provided sufficient evidence to establish that the award is  
12 reasonable in light of a lodestar cross-check, which the Court finds to be the product of reasonable billing  
13 rates, hours billed to the litigation, and multiplier for contingent risk. Additionally, evidence submitted by  
14 Plaintiff demonstrates that the requested costs and expenses of \$26,855 are fair and reasonable.

15 2. The Court accordingly awards a total of \$750,000 in attorneys’ fees and \$26,860 in costs  
16 and expenses.

17 3. The Court awards a Class Representative Enhancement Payment of \$10,000 to  
18 Cameron Young for his service on behalf of the Settlement Class and the California Labor and  
19 Workforce Development Agency.

20  
21 **IT IS SO ORDERED.**

22 Dated: \_\_\_\_\_

\_\_\_\_\_  
23 Hon. Andrew Y.S. Cheng  
24 San Francisco County Superior Court Judge