



FILED
San Francisco County Superior Cou.

APR 14 2021

CLERK OF THE COURT

BY: [Signature]
Deputy Clerk

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SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN FRANCISCO
DEPARTMENT 613

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,

v.

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

Defendants

Case No. CGC-18-568507

ORDER GRANTING PLAINTIFF'S
REQUEST FOR COSTS, ATTORNEY'S
FEES, AND ENHANCEMENT AWARD

Plaintiff Cameron Young ("Plaintiff") moved the Court for approval of attorneys' fees and costs in connection with the settlement of the above matter The Gap, Inc. ("Defendant"). The hearing on the motion was previously set for February 24, 2021. On February 23, 2021, the Court issued a tentative ruling regarding Plaintiff's Motion for Final Approval of Class Action Settlement; and Motion For Attorneys' Fees, Costs and Expenses, and a Class Representative Enhancement Payment. In the tentative ruling, the Court outlined its concerns regarding the motions, and continued the motions for further

1 briefing. The supplemental briefing deadline was March 24, 2021. Plaintiff timely submitted
2 supplemental briefing.

3 The Court has granted final approval of the settlement by separate written order (“Final Approval
4 Order”), creating a Class Settlement Amount of \$2,250,000.00. In this motion, Class Counsel seeks (1)
5 \$750,000 in attorneys’ fees, (2) \$26,844.43 in costs, and (3) a \$10,000 enhancement award. Defendant
6 does not oppose Plaintiff’s motion, and the Court has received no objections to the requests.

7 Having considered the application and all authorities and evidence in support of the motion, the
8 Court orders as follows:

9 1. Plaintiff’s Counsel requested \$750,000 in attorneys’ fees, or 33 1/3% of the common fund,
10 to be paid from the Class Settlement Amount. The Court awards \$700,000, or 31% of the common fund.¹
11 This award is reasonable from the perspective of the percentage-of-recovery method. (Compare *Lealao v.*
12 *Beneficial California, Inc.* (2000) 82 Cal.App.4th 19, 24 fn.1 with *In re Consumer Privacy Cases* (2009)
13 175 Cal.App.4th 545, 558 fn.13.) In awarding this amount, the Court also considered whether the
14 requested amount was reasonable in light of the lodestar-star cross-check. The Court carefully considered
15 the documentation submitted in support of the fee request, including the declarations of Plaintiff’s
16 Counsel setting forth the hours expended in this matter. Plaintiff’s Counsel has spent at least 512.5 hours
17 litigating claims, which results in a lodestar of \$324,006. (Perez Decl., ¶ 15.) Though the requested
18 amount (\$750,000) represents a positive multiplier of approximately 2.34, the awarded (\$700,000)
19 represents a positive multiplier of approximately 2.18 and falls within the range of appropriate multipliers
20 used in common fund cases.

21 The Court finds the awarded amount under the percentage-of-recovery method and multiplier
22 comports with applicable law and is justified given the (1) novelty and difficulty of the questions
23 involved, (2) level of skill displayed in presenting them, (3) results achieved, (4) extent to which the
24 nature of the litigation precluded other employment by the attorney, (5) the contingent nature of the fee

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27 ¹ The amount awarded also represents 93% of the fees requested.

1 award, which meant counsel risked time and effort and advanced costs with no guarantee of
2 compensation; and (6) the range of awards made in similar cases in this geographic area.²

3 Accordingly, \$700,000 in fees is justified in this case. The award shall be paid from the Class
4 Settlement Amount subject to the terms, conditions and obligations of the Settlement Agreement.

5 2. The Court awards Class Counsel reimbursement of their litigation costs and expenses in
6 the amount of \$26,647.90. This amount excises all meal expenses. The Court finds that the amount
7 awarded is reasonable and was reasonably incurred in the prosecution of this action. The award shall be
8 paid from the Class Settlement Amount subject to the terms, conditions and obligations of the Settlement
9 Agreement.

10 3. The Court awards the named plaintiff, Cameron Young, a service award of \$4,000 from
11 the Class Settlement Amount. This award is reasonable and justified in light of Plaintiff's contributions to
12 the case, and the duration of the litigation. This award is separate from and in addition to any award to
13 which plaintiff may be entitled as a Settlement Class Member. The enhancement award shall be paid
14 from the Class Settlement Amount subject to the terms, conditions and obligations of the Settlement

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16 ² See, e.g., *Vizcaino v. Microsoft Corp.* (9th Cir. 2002) 290 F.3d 1043, 1050-1052 [holding trial courts
17 have the authority to (1) determine the threshold matter of whether “a multiplier [is] appropriate in [a]
18 case,” and (2) apply the appropriate factors to “arriv[e] at a multiplier [that is] within the range of
19 multipliers applied in common fund cases,” and affirming an award of the requested fees representing
20 28% of the common fund and a 3.65 multiplier]; see *id.* at 1052, fn. 6 [range of multipliers in common
21 fund cases is 1.0-4.0, with a “bare majority” in the 1.5-3.0 range]; *In re Omnivision Technologies, Inc.*
22 (N.D. Cal. 2008) 559 F.Supp.2d 1036, 1046-1048 [noting that “[i]n similar cases, courts have approved
23 multipliers ranging between 1 and 4” and finding the requested fees of 28% of the common fund
24 (representing a 1.33 multiplier) reasonable]; *Dyer v. Wells Fargo Bank, N.A.* (N.D. Cal. 2014) 303 F.R.D.
25 326, 333-334 [noting the requested multiplier awarded fell “within the Ninth Circuit's presumptively
26 acceptable range of 1.0–4.0,” and awarding the requested fees representing 25% of the common fund and
27 a 2.83 multiplier]; *Hopkins v. Stryker Sales Corp.* (N.D. Cal., Feb. 6, 2013) 2013 WL 496358, at *2-6
28 [noting that “[m]ultipliers of 1 to 4 are commonly found to be appropriate in complex class action cases,”
and adjusting the requested fees and multiplier downward from 33 1/3% to 30% of the common fund,
which also represented a decrease in the multiplier from 3.2 to 2.76]; see also *id.* at *5 [“the Court
observes that the ‘usual range’ for fee awards in percentage cases is 20 to 30 percent.”]; *Vizcaino, supra*,
290 F.3d at 1047 [“20–30% [i]s the usual range” in Ninth Circuit common fund cases]; *Ridgeway v. Wal-*
Mart Stores Inc. (N.D. Cal. 2017) 269 F.Supp.3d 975, 1000 [reducing requested fee amount in wage and
hour class action from 33 1/3% to 25% of the common fund, representing a reduction in the requested
multiplier from 3.0 to 2.0]; *Laffitte v. Robert Half Internat. Inc.* (2016) 1 Cal.5th 480, 487 [affirming an
award of the requested attorneys’ fees in the amount of 1/3 of the common fund, which represented a
2.03-2.13 multiplier.]

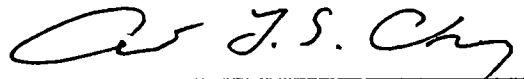
1 Agreement.

2 IT IS SO ORDERED.

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5 Dated: April 14, 2021



ANDREW Y.S. CHENG
Judge of the Superior Court

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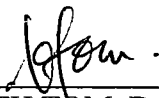
CERTIFICATE OF ELECTRONIC SERVICE
(CCP 1010.6(6) & CRC 2.260(g))

I, KEITH TOM, a Deputy Clerk of the Superior Court of the County of San Francisco, certify that I am not a party to the within action.

On April 14, 2021, I electronically served the ATTACHED DOCUMENT(S) via File&ServeXpress on the recipients designated on the Transaction Receipt located on the File&ServeXpress website.

Dated: April 14, 2021

T. Michael Yuen, Clerk

By:  _____
KEITH TOM, Deputy Clerk