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**UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON  
AT TACOMA**

TIMOTHY DUNNE, Individually and for  
Others Similarly Situated,

Plaintiff,

vs.

QUANTUM RESIDENTIAL, INC., a  
Washington for-profit corporation,

Defendant.

Case No: 3:23-cv-05535-DGE

**PLAINTIFF'S UNOPPOSED MOTION  
FOR APPROVAL OF ATTORNEYS' FEES**

Noted for Hearing: February 28, 2024

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21 **Rules**

22 Fed. R. Civ. P. 23(h) .....3

1 **1. INTRODUCTION**

2 Class Counsel Josephson Dunlap, LLP (“JD”) respectfully submits this application for  
3 approval of attorneys’ fees and costs to compensate them for their extensive work over the past year  
4 and a half in achieving a \$150,000 class and collective action settlement on behalf of current and  
5 former maintenance workers for Defendant Quantum Residential, Inc. (“Defendant” or  
6 “Quantum”). The \$60,000 for fees and costs that Class Counsel requests is reasonable compensation  
7 for the strong recovery that Plaintiff and Class Counsel have achieved and is inclusive of Class  
8 Counsel’s \$2,037.02 costs in this matter. The fees and costs requested are reasonable as they are less  
9 than the fees and costs incurred, and do not account for future fees and costs that will necessarily be  
10 incurred. The Lodestar fees equate to \$66,690.00. Exhibit 1, Dunlap Decl. at ¶ 32. As a result,  
11 Plaintiff contends the fees and costs requested are reasonable and were necessary to reach this result  
12 for the Class and Collective. Defendant does not oppose the requested payment as a reasonable  
13 award of attorneys’ fees.  
14

15 On August 20, 2024, the Court granted preliminary approval of this class and collective action  
16 brought under Rule 23 and the Fair Labor Standards Act (“FLSA”). Dkt Nos. 39 and 43. The Court  
17 provided that Class Counsel may address any special circumstances that would support the requested  
18 fees and costs. Dkt. No. 39, \*19. As a result, Class Counsel explains the fees and costs incurred to  
19 date and how those support the proposed fees and costs set forth by the Settlement Agreement.  
20

21 **2. OVERVIEW OF CLASS COUNSEL’S WORK ON THE ACTION.**

22 Over approximately a year and a half of litigation, Class Counsel has devoted over 130 hours  
23 to the prosecution of the Action, with a total lodestar amount \$66,690.00. *See* Ex. 1 at ¶ 32. Certainly,  
24 more time will be incurred in moving for final approval, preparing for, and attending the Final  
25 Approval Hearing, along with administering the settlement. *Id.* at ¶ 54.  
26

1 Class Counsel vigorously litigated the Action while also demonstrating willingness to  
2 participate in good-faith attempts to settle the Action. Class Counsel's efforts culminated in the  
3 Settlement, which provides significant monetary benefits for the Class Members. Class Counsel  
4 completed an initial investigation of the factual background and claims prior to the filing of initial  
5 pleadings. Dunlap Decl. at ¶ 16. This included extensive communications with Plaintiff; an analysis  
6 of Defendant, its operations, and business model; and researching currently law relating to overtime  
7 violations of the FLSA and Washington Minimum Wage Act. *Id.* Class Counsel then drafted the  
8 detailed Class and Collective complaint, which was filed with the Court on June 14, 2023. Dkt. No.  
9 1; Ex. 1 at ¶ 15. The Parties held their Rule 26(f) conference on September 7, 2023, and Class  
10 Counsel prepared Plaintiff's initial disclosures, which were exchanged on September 25, 2023. *Id.* at  
11 ¶ 22. The Parties filed their Joint Status Report and Discovery Plan on September 25, 2023. *See* Dkt.  
12 No. 14; Ex. 1 at ¶ 22. Early on, the Parties agreed to enter a protective order, which was entered on  
13 November 1, 2023. Dkt No. 26. Thereafter, the Parties agreed to engage in informal discovery and  
14 attend a full-day mediation. *Id.* at ¶ 23.

15 Class Counsel then performed a comprehensive analysis of documentary evidence and  
16 applicable law to prepare the Class claims for mediation. *Id.* at ¶ 24. These efforts resulted in  
17 Plaintiff's mediation brief as well as a detailed damages analysis for mediation, which was extensively  
18 reviewed by both the mediator and Defendant's Counsel. *Id.* Class Counsel adeptly argued the Class  
19 claims at mediation and engaged in subsequent negotiations through the mediator, which resulted  
20 in the agreement to settle the case. Class Counsel then negotiated and completed the drafting process  
21 for the long-form Settlement Agreement. *Id.* at ¶ 26. The Settlement Agreement is detailed and  
22 complex, as it resolves a hybrid Rule 23 and FLSA collective action and incorporates allocations of  
23 settlement funds between federal and state claims and simultaneous opt-in and opt-out processes.  
24 *See* Dkt No. 31-1. As the required settlement administration activities are also relatively complex,  
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27

1 Class Counsel spent significant time communicating with the potential settlement administrators to  
2 obtain accurate estimates. The drafting process involved multiple rounds of drafts and edits.

3       Thereafter, Class Counsel drafted the preliminary approval papers. Following preliminary  
4 approval, Class Counsel worked with the Settlement Administrator, ILYM, to ensure that notice  
5 would be disseminated pursuant to the Settlement Agreement. Ex. 1 at ¶ 28. At this final stage, Class  
6 Counsel have drafted the instant fee motion, and the accompanying declaration and proposed order.  
7 Class Counsel will argue the final approval and will continue their work on the case through the  
8 conclusion of the settlement administration process.

9 **3. ARGUMENT & AUTHORITIES**

10 **A. Legal Standard for Fee Awards in Common fund Cases in the Ninth Circuit.**

11       Rule 23(h) provides for an award of attorneys' fees and costs in a certified class action where  
12 it is “authorized by law or by the parties' agreement.” Fed. R. Civ. P. 23(h). “[C]ourts have an  
13 independent obligation to ensure that the award, like the settlement itself, is reasonable, even if the  
14 parties have already agreed to an amount.” *In re Bluetooth Headset Prod. Liab. Litig.*, 654 F.3d 935, 941  
15 (9th Cir. 2011). Where counsel pursue a statutory claim with a fee-shifting provision, “the parties to  
16 a class action may simultaneously negotiate merits relief and an award of attorneys’ fees . . . .” *Staton*  
17 *v. Boeing Co.*, 327 F. 3d 938, 971 (9th Cir. 2003) (citing *Evans v. Jeff D.*, 475 U.S. 717, 720 (1986)). “In  
18 the course of judicial review, the amount of such attorneys’ fees can be approved if they meet the  
19 reasonableness standard when measured against statutory fee principles.” *Id.* at 972.

20       In a class action settlement, the court may award reasonable attorneys’ fees and nontaxable  
21 costs that are authorized by law or by the parties’ agreement. FED. R. CIV. P. 23(h). Courts have the  
22 power to award reasonable attorneys’ fees and costs where, as here, a litigant proceeding in a  
23 representative capacity secures a “substantial benefit” for a class of persons. *See e.g., Staton* , 327 F.  
24 3d at 967 ; *Hendricks v. Starkist Co.*, No. 13-cv-00729-HSG, 2016 WL 5462423, \*10 (N.D. Cal. Sept.  
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1 29, 2016). Where a class action settlement creates a common fund, as has been done here, the Court  
2 has discretion to choose either the percentage-of-the-fund or lodestar method in calculating the fee  
3 award. *Vizcaino v. Microsoft Corp.*, 290 F. 3d 1043, 1047 (9th Cir. 2002). For this matter, the Court  
4 should consider both.

5 **B. The Lodestar Method Supports the Requested Fee.**

6 The lodestar method is appropriate where a fee-shifting statute authorizes “the award of fees  
7 to ensure compensation for counsel undertaking socially beneficial litigation.” *In re Bluetooth*, 654  
8 F.3d at 941. “Under the lodestar/multiplier method, the district court first calculates the ‘lodestar’  
9 by multiplying the reasonable hours expended by a reasonable hourly rate.” *In re Wash. Pub. Power*  
10 *Supply Sys. Sec. Litig.*, 19 F.3d 1291, 1295 n.2 (9th Cir. 1994); *see also Staton*, 327 F.3d at 965. The court  
11 may then adjust the lodestar to account for other factors not subsumed within it. *Staton*, 327 F.3d at  
12 965 & n.17.

13  
14 Class Counsel’s accompanying declaration provides a summary of the lodestar, time and  
15 hourly rates, as well as descriptions of the nature of work performed. *See* Ex. 1 at ¶¶ 32. Class  
16 Counsel has spent 131.75 hours litigating this Action, for a current lodestar of \$66,690.00, not  
17 including all the work remaining to bring the Settlement to a close, such as communicating with  
18 Class Members regarding their settlement payments and the release, how such payments were  
19 calculated, addressing remaining settlement administration matters with the settlement  
20 administrator, and responding to Class Members’ inquiries concerning tax forms and withholdings.  
21 Class Counsel’s requested attorneys’ fees represent only 86.91% of the total lodestar amount.  
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1                    **i.            Class Counsel’s Hours are Reasonable.**

2            This class and collective action was filed almost a year and a half ago. *See generally* Doc. 1. Class  
3 Counsel prosecuted this matter efficiently, opting to engage in informal discovery early on and proceed  
4 to mediate this matter. In preparation for mediation, Quantum produced voluminous records  
5 reflecting the Class Members’ pay and time records, bonuses and commissions, and employment  
6 policies. Class Counsel then performed an in-depth analysis of applicable law to adequately represent  
7 the interests of the Class Members at mediation. The result was a detailed damage analysis and pre-  
8 mediation brief, which Class Counsel argued successfully at mediation of this matter to ultimately  
9 settle this case. Class Counsel then successfully negotiated the Parties’ hybrid FLSA/Rule 23  
10 Settlement Agreement, which was preliminarily approved by the Court. Class Counsel also bore the  
11 responsibility for finding and retaining settlement administrator ILYM and ensuring that the notice  
12 program is implemented according to the Settlement Agreement and Court Order. *Id.* Calculated using  
13 rates consistent with the prevailing market, Class Counsel’s lodestar to date is \$66,690.00. Ex. 1 at ¶  
14 32. This lodestar amount does not include the numerous hours that Class Counsel, at its discretion,  
15 did not bill in connection with this matter. *Id.* at ¶ 46. Indeed, by Class Counsel’s conservative estimate,  
16 there are approximately 154 hours not billed to this case and not included in Plaintiff’s lodestar. *Id.*  
17 Class Counsel’s discretion further demonstrates the reasonableness of their fee request. *Id.*

18            Class Counsel will spend additional hours to see this case through to final resolution, including  
19 the work necessary to supplement the motion for final approval, respond to any objections, attend  
20 the final approval hearing, and ensure the settlement is properly administered. *Id.* at ¶ 29. The time  
21 Class Counsel devoted to obtaining the settlement is reasonable. *Id.* at ¶ 46.

22                    **ii.            Class Counsel’s Requested Hourly Rates are Reasonable.**

23            Class Counsel’s hourly rates are also reasonable. In determining a reasonable rate, the court  
24 considers the “experience, skill and reputation of the attorney requesting fees.” *Trevino v. Gates*, 99  
25 F.3d 911, 924 (9th Cir. 1996). The court also considers “the prevailing market rates in the relevant  
26 community.” *Blum v. Stenson*, 465 U.S. 886, 895 (1984). “The relevant community is generally defined  
27

1 as the forum in which the district court sits.” *Van Skike v. Dir., Office of Workers’ Comp. Programs*, 557  
2 F.3d 1041, 1046 (2009) (quotation marks and citation omitted). Thus, in assessing the rates requested  
3 by Class Counsel, the Court should look to market rates in the Western District of Washington.

4 Class Counsel are experienced, highly regarded members of the bar with extensive expertise  
5 in class actions and other complex litigation involving claims like those at issue here, and they have  
6 provided the Court with a declaration describing their background and experience. Ex. 1 at ¶¶ 3-  
7 14. Class Counsel set their rates for attorneys and staff members based on a variety of factors,  
8 including the experience, skill, and sophistication required for the types of legal services performed,  
9 the rates customarily charged in the markets where legal services are typically performed, and the  
10 experience, reputation, and ability of the attorneys and staff members. Class Counsel’s requested  
11 rates for attorneys range from \$350 for Ms. Cline to \$975 for Mr. Subit and from \$300 for paralegals  
12 and support staff. *Id.* ¶¶ 32.

13 Class Counsel’s rates are “reasonable and comparable to the fees generally charged by  
14 attorneys with similar experience, ability, and reputation for work on similar matters in this judicial  
15 district.” *Rivas v. BG Retail, LLC*, No. 16-CV-06458-BLF, 2020 WL 264401, at \*7 (N.D. Cal. Jan. 16,  
16 2020). “To determine the prevailing market rate, courts may rely on attorney affidavits as well as  
17 ‘decisions by other courts awarding similar rates for work in the same geographical area by attorneys  
18 with comparable levels of experience.’” *Id.* (citation omitted). Class Counsel have provided the Court  
19 with declarations describing their background and experience. *See generally* Ex. 1. Class Counsel’s  
20 hourly rates are also consistent with rates approved by courts in this Circuit, which typically range  
21 from \$300 to \$1,000 for attorneys. *See Allstate Indem. Co. v. Lindquist*, No. C20-1508-JLR, 2021 WL  
22 4226155, at \*3 (W.D. Wash. Sept. 16, 2021) (approving a \$300 hourly rate for legal assistants); *Byles*  
23 *v. Ace Parking Mgmt., Inc.*, No. C16-0834-JCC, 2019 WL 3936663, at \*1 (W.D. Wash. Aug. 20, 2019)  
24 (finding rates between \$300 and \$550 per hour reasonable); *Dickey v. Advanced Micro Devices, Inc.*, No.  
25 15-cv-04922-HSG, 2020 WL 870928, at \*8 (N.D. Cal. Feb. 21, 2020) (finding rates between \$275  
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1 and \$1,000 for attorneys reasonable); *In re Yahoo! Inc. Customer Data Sec. Breach Litig.*, No. 16-MD-  
2 02752-LHK, 2020 WL 4212811, at \*26 (N.D. Cal. July 22, 2020) (approving rates of \$450 to \$900  
3 for partners, \$160 to \$850 for non-partner attorneys, and \$50 to \$380 for staff members); *Zamora*,  
4 2018 WL 4657308, at \*3 (finding rates of \$280 to \$850 for attorneys and \$240 to \$260 for staff to  
5 be reasonable); *Superior Consulting Servs., Inc. v. Steeves-Kiss*, No. 17-cv-06059-EMC, 2018 WL 2183295,  
6 at \*5 (N.D. Cal. May 11, 2018) (“[D]istrict courts in Northern California have found that rates of  
7 \$475 to \$975 per hour for partners and \$300 to \$490 per hour for associates are reasonable.”); *see*  
8 *also Hefler*, 2018 WL 6619983, at \*14 (finding rates of \$245 to \$350 reasonable for paralegals); *700*  
9 *Valencia St. LLC v. Farina Focaccia & Cucina Italiana, LLC*, No. 15-CV-04931-JCS, 2018 WL 783930,  
10 at \*4 (N.D. Cal. Feb. 8, 2018) (finding rate of \$335 reasonable for paralegal with 10 years of  
11 experience); *Nitsch v. DreamWorks Animation SKG Inc.*, No. 14-CV-04062-LHK, 2017 WL 2423161,  
12 at \*9 (N.D. Cal. June 5, 2017) (finding rate of \$290 per hour for paralegal reasonable).

13 Class Members have been represented by highly experienced counsel who focus on wage and  
14 hour class actions. Ex. 1 at ¶¶ 3-14. Josephson Dunlap is a preeminent Plaintiffs’ firm that litigates  
15 cases nationally on behalf of employees in wage and hour litigation. *Id.* at ¶ 3. Class Counsel’s skill  
16 is reflected in their successful resolution of this action, the excellent recovery, and the Settlement  
17 Agreement itself, which resolves a hybrid of FLSA and Washington law claims. The Settlement  
18 Agreement has thus far enabled the Court to expeditiously approve it and is a reflection of Class  
19 Counsel’s experience and skill. *See generally* Dkt. No. 43; *See also, e.g., Robertson v. Enbridge (U.S.) Inc.*,  
20 No. 2:19-cv-1080-WSS-LPL, 2021 WL 8342845, at \*1 (W.D. Pa. Dec. 17, 2021) (stating that  
21 Josephson Dunlap, LLP and Bruckner Burch PLLC “have substantial experience prosecuting and  
22 resolving employment class actions, particularly wage-and-hour class actions, and are well-versed in  
23 class action and wage-and-hour law.”); *Stanley v. Patriot Inspection Servs.*, No. 6-20-CV-00283-ADA,  
24 2021 WL 256821 at \*2, (W.D. Tex. Jan. 26, 2021) (explaining that Josephson Dunlap, LLP and  
25 Bruckner Burch PLLC “have considerable experience settling FLSA cases.”); *Nigro v. Louisiana*  
26

1 *Children's Med. Ctr.*, No. CV 23-5581, 2024 WL 1299550, at \*2 (E.D. La. Mar. 27, 2024) (approving  
2 FLSA settlement and observing that Plaintiffs' counsel Josephson Dunlap has "extensive experience  
3 litigating wage and hour disputes, including FLSA collective actions."); *Hughes v. Gulf Interstate Field*  
4 *Servs., Inc.*, 878 F.3d 183 (6th Cir. 2017) (reversing trial court's grant of summary judgment in favor  
5 of defendant); *Roussell v. Brinker Int'l, Inc.*, 09-20561, 2011 WL 4067171 (5th Cir. Sept. 14, 2011)  
6 (affirming jury verdict in FLSA collective action); *Belt v. EmCare, Inc.*, 444 F.3d 403 (5th Cir. 2006)  
7 (affirming summary judgment in favor of a nationwide class of FLSA plaintiffs). FLSA cases such  
8 as this one are the focus of Plaintiff's counsel's docket. Although counsel is based in Texas,  
9 Josephson Dunlap, LLP and Bruckner Burch PLLC have a national docket of FLSA cases, with  
10 litigation across the United States, not only in Texas, but also in Pennsylvania, California, Illinois,  
11 Louisiana, Florida, Arizona, West Virginia, New Mexico, Ohio, Oklahoma, South Dakota, Utah,  
12 New York, New Jersey, Virginia, Washington, Wisconsin, and elsewhere. Indeed, the Northern  
13 District of Illinois noted that Bruckner Burch's lawyers were "among the most experienced and best  
14 regarded in this specialized practice area." *Kurgan v. Chiro One Wellness Ctrs., LLC*, No. 10-CV-1899,  
15 2015 WL 1850599, at \*4 (N.D. Ill. Apr. 21, 2015).

16 Class Counsel are capable and respected litigators of wage and hour class actions and  
17 dedicated substantial time and resources to reaching an excellent outcome for the Class and  
18 Collective in this case, despite having no guarantee of a favorable resolution. Ex. 1 at ¶¶ 55-57.  
19 Josephson Dunlap is among the leading employment and class action law firms, and has extensive  
20 experience in wage and hour class actions. *Id.* at ¶¶ 3-6. While this case was pending, Class Counsel  
21 were forced to decline other work in order to dedicate the requisite amount of time to this case, and  
22 were able to secure a result that compares favorably to results in similar cases. *Id.* at ¶ 60.

23 This case demanded litigators with Class Counsel's skill and experience and precluded work  
24 on other matters, and Class Counsel obtained excellent results for the Class. Thus, Class Counsel's  
25 requested rates are reasonable.

1                    **iii.            Class Counsel’s Requested Fee is Presumptively Reasonable.**

2            Class Counsel seek an award of \$60,000 in fees and costs. After out-of-pocket costs of  
3 \$2,037.02 are deducted, Class Counsel will receive \$57,962.98 in fees for their work, assuming the  
4 Court grants their request. Thus, the fee Class Counsel seeks reflects a “negative” multiplier of 0.87  
5 on their total lodestar incurred ( $\$57,962.98 \div \$66,690.00 = 0.869$ ). This figure will go down further  
6 given that Class Counsel will expend additional hours seeing this case through to final resolution.  
7 Class Counsel’s present lodestar figure exceeds the requested fee, resulting in a “negative” multiplier  
8 of 0.87. “[A] multiplier below 1.0 is below the range typically awarded by courts and is presumptively  
9 reasonable.” *Wong v. Arlo Techs., Inc.*, No. 5:19-CV-00372-BLF, 2021 WL 1531171, at \*11 (N.D. Cal.  
10 Apr. 19, 2021) ; *see also Garcia v. Harborstone Credit Union*, No. 3:21-CV-05148-LK, 2023 WL 7412842,  
11 at \*12 (W.D. Wash. Nov. 9, 2023) (finding negative multiplier of 0.73 bolsters the reasonableness  
12 of the fee request); *Rivas v. BG Retail, LLC*, No. 16-CV-06458-BLF, 2020 WL 264401, at \*8 (N.D.  
13 Cal. Jan. 16, 2020) (“A negative multiplier ‘suggests that the negotiated fee award is a reasonable and  
14 fair valuation of the services rendered to the class by class counsel.’” (citation omitted)); *Rinky Dink,*  
15 *Inc. v. World Bus. Lenders, LLC*, No. C14-0268-JCC, 2016 WL 3087073, at \*4 (W.D. Wash. May 31,  
16 2016) (finding negative multiplier “especially reasonable” in light of what courts ordinarily approve);  
17 *Schuchardt v. Law Office of Rory W. Clark*, 314 F.R.D. 673, 690-91 (N.D. Cal. 2016) (holding fractional  
18 lodestar multiplier to be indication of reasonableness of fee request); *Dennings v. Clearwire Corp.*, No.  
19 C10-1859JLR, 2013 WL 1858797, at \*5 (W.D. Wash. May 3, 2013), *aff’d* (Sept. 9, 2013) (finding  
20 negative multiplier of 0.92 warrants fee request).

21            Conversely, Courts in the Ninth Circuit have endorsed and approved attorneys’ fee awards  
22 with multipliers well over 3.5. *See Van Vranken v. Atlantic Richfield Co.*, 901 F. Supp. 294, 299 (N.D.  
23 Cal. 1995) (approving multiplier of 3.6); *Steiner v. Am. Broad. Co.*, 248 Fed. Appx. 780, 783 (9th Cir.  
24 2007) (upholding multiplier of 6.85, finding it “falls well within the range of multipliers that courts  
25 have allowed”).

1 Thus, Class Counsel’s fee request reflecting a “negative” multiplier is reasonable. *See Dennings*  
2 *v. Clearwire Corp.*, 2013 WL 1858797, at \*6 (W.D. Wash. May 3, 2013) (approving negative multiplier of  
3 between .92 and .98); *Shannon v. Sherwood Mgt Co., Inc.*, 2020 WL 5891587 (S.D. Cal. Oct. 5, 2020)  
4 (noting negative multiplier “suggests . . . requested fee award is reasonable”).

5  
6 **iv. A Percentage Method Crosscheck is not Required.**

7 Even though Class Counsel negotiated fees and costs to equate to 40% of the total settlement  
8 fund, the Ninth Circuit does not require district courts employing the lodestar method to perform  
9 a “crosscheck” using the percentage method. *In re Hyundai and Kia Fuel Econ. Litig.*, 926 F.3d 539,  
10 571 (9th Cir. 2019). Such a requirement makes “little logical sense” because “the lodestar method  
11 yields a fee that is presumptively reasonable.” *Id.* (quotation and internal marks omitted). By contrast,  
12 the percentage method is “merely a shortcut” that may be used instead of lodestar if “the benefit to  
13 the class is easily quantified.” *In re Bluetooth*, 654 F.3d at 942. Plaintiff and Class Counsel have  
14 achieved an excellent result for the Class. Quantum must pay \$150,000 to create a Settlement Fund.  
15 Each Settlement Class Member will receive, on average, an estimated recover of \$714.29, with the  
16 maximum settlement payment of \$2,274.49. Ex. 1 at ¶ 50. Based on Class Counsels’ damage  
17 calculations, after attorneys’ fees and case expenses are removed, the Class Members’ net settlement  
18 recovery equals their back wage damages assuming approximately one and one-half (1.5)  
19 uncompensated meal breaks per workweek. *Id.* at ¶ 49. “The overall result and benefit to the class  
20 from the litigation is the most crucial factor in granting a fee award.” *In re Omnivision Technologies, Inc.*,  
21 559 F. Supp. 2d 1036, 1046 (N.D. Cal. 2008). Here, the Settlement preliminarily approved by the  
22 Court resolves the claims of the Class Members for a total non-reversionary settlement of  
23 \$150,000.00. ECF No. 43. The Settlement provides strong recoveries—overall, the average net  
24 recovery is approximately \$714.29 per Participating Class Member. Ex. 1 at ¶ 50. The Class Member  
25 with the largest award will receive an impressive \$2,274.49. *Id.* These excellent recoveries were  
26  
27

1 achieved in the face of fundamental certification risks and the challenges of proving up the case on  
2 the merits across over one hundred class members.

3 Courts have also recognized the benefits to class members of receiving payments sooner  
4 rather than later, where litigation could extend for years on end, thus significantly delaying any  
5 payments to class members. *See California v. eBay, Inc.*, No. 5:12-cv-05874-EJD, 2015 WL 5168666,  
6 \*4 (N.D. Cal. Sept. 3, 2015) (“Since a negotiated resolution provides for a certain recovery in the  
7 face of uncertainty in litigation, this factor weighs in favor of settlement”); *Oppenlander v. Standard Oil*  
8 *Co.*, 64 F.R.D. 597, 624 (D. Colo. 1974) (“It has been held proper to take the bird in hand instead  
9 of a prospective flock in the bush.”).

10 **4. CONCLUSION**

11 For the foregoing reasons, Plaintiff respectfully requests the Court grant this motion.

12  
13 Date: November 12, 2024

Respectfully submitted,

14  
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2 \* - *Pro hac vice application forthcoming*

3 *Attorneys for Plaintiff, Class, and Collective Members*

4 **CERTIFICATE OF COMPLIANCE**

5 I certify that this memorandum contains 3,678 words (exclusive of the case caption, tables of  
6 contents, table of authorities, signature blocks, and certificate of compliance), in compliance with the  
7 Local Civil Rules.

8  
9 */s/ Andrew W. Dunlap*  
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