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11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
12 **COUNTY OF SANTA CLARA**

13 **RAKLY DOMINGUEZ and GRACE**  
14 **DOMINGUEZ**, individually and on behalf of  
all others similarly situated,

15 Plaintiffs,

16 vs.

17  
18 **ALL-PRO BAIL BONDS, INC.**, a California  
Corporation, **BANKERS INSURANCE**  
19 **COMPANY**, A Florida Corporation, and  
20 **BANKERS SURETY SERVICES, INC.**, a  
Florida Corporation,

21  
22 Defendants.

Case No.: 21CV381890

**MEMORANDUM OF POINTS AND  
AUTHORITIES IN SUPPORT OF  
PLAINTIFFS' MOTION FOR  
ATTORNEYS' FEES AND COSTS, AND  
SERVICE AWARDS FOR CLASS  
REPRESENTATIVES**

Date: September 20, 2023

Time: 1:30 p.m.

Judge: Hon. Theodore C. Zayner

Dept.: 19

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1 **I. INTRODUCTION**

2 In conjunction with their motion for final approval, Plaintiffs move this Court for (a) an award of  
3 attorneys' fees in the amount of \$766,590, representing 33.33% of the \$2.3 million Gross Settlement  
4 Amount ("GSA") and only 3.2% of the total settlement value including the \$21.5 million in injunctive  
5 relief secured as a result of this Settlement; (b) reimbursement of out-of-pocket litigation expenses in the  
6 amount of \$12,375.56 (which is \$7,624.44 less than the \$20,000 noticed to the Class); and (c) service  
7 awards for the Class Representatives in the amount of \$5,000 to Plaintiff Rakly Dominguez and \$2,500  
8 to Plaintiff Grace Dominguez. The Class Notice provided the Class with notice of the requested fees,  
9 costs, and service award. *Not one* of the 33,798 Class Members objected to the Settlement, including to  
the requested fees, costs, and service awards.

10 Class Counsel believe this request is appropriate because of the excellent result achieved for the  
11 Class, and the risk and financial burden Class Counsel undertook to litigate this novel and complex case  
12 for the Class. The Settlement provides robust monetary payments to Class Members with an average  
13 payment per CM of \$41.82, and a high payment of \$943.66. Declaration of Bryn Bridley Regarding  
14 Notice and Settlement Administration ("Bridley Decl."), filed herewith, at ¶ 11. These are excellent  
15 results considering All Pro's many potential defenses on the merits and on class certification, and the risk  
16 that Plaintiffs would be unable to establish any liability of the Bankers Entities, and, if able to secure a  
17 judgment against only All-Pro, would be unable to collect all of that judgment. Declaration of Julian  
18 Hammond In Support of Motion for Final Approval and Motion for Attorneys' Fees, Costs, and Service  
19 Awards ("Hammond Final Decl."), filed herewith, ¶¶ 8-10.

20 The requested attorneys' fees are reasonable and fair because they represent the routinely  
21 approved 1/3 of the Gross Settlement Amount under the common fund approach. The fees request is only  
22 3.2% of the total settlement value including injunctive relief secured as a result of this Settlement. Under  
23 a lodestar-multiplier cross-check, the requested fees represent a multiplier of only 2.35 to Class Counsel's  
24 lodestar to date—a multiplier that will decrease as Class Counsel continue to fulfill their post-settlement  
25 obligations, including ensuring that the Settlement is distributed to the Class and reported to the Court at  
26 final accounting.

27 The requested service awards, which this Court already approved preliminarily, warrant final  
28 approval because they are similar to awards approved by courts as reasonable and are commensurate  
with the risks taken by Plaintiffs, without whose efforts the Class Members would not receive any  
payments.

Accordingly, the Court should approve the requested amounts in full.

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

2                   **A. The Overwhelmingly Positive Reaction of the Class and Excellent Result Obtained by**  
3                   **the Settlement Support Approval of the Requested Attorneys’ Fees and Costs**

4           The positive reaction of the Class supports the requested fee award. The Court-approved Notice  
5 informed Class Members of the requested attorneys’ fees, costs, and service awards. To date, of the  
6 33,798 Class Members, no Class Members has objected and only 6 have opted out. Bridley Decl. ¶ 9.

7           This overwhelmingly positive reaction is consistent with the substantial benefit achieved for the  
8 Class. Class Members will receive an average payment of \$41.82, and a highest payment of \$943.66.  
9 Bridley Decl. ¶ 11. The Settlement is non-reversionary and every Class Member who did not opt out will  
10 automatically receive a payment. In addition to the substantial monetary payments, the Settlement  
11 Agreement includes a stipulated permanent injunction enjoining All-Pro, and persons or entities acting  
12 in concert with All-Pro, from collecting any outstanding installment premium payments from all non-  
13 spouse co-signers remaining due and owing on All-Pro Agreements executed prior to May 1, 2021.  
14 Plaintiffs estimate the value of this relief to the Class Members within the Class Period at \$21.5 million.  
15 Hammond Final Decl. ¶ 5 & fn 2.

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

18           The award of attorneys’ fees in common fund wage and hour class action settlements should start  
19 with the percentage method. *See Laffitte v. Robert Half Int’l*, 1 Cal. 5th 480, 503 (2016) (“We join the  
20 overwhelming majority of federal and state courts in holding that when class action litigation establishes  
21 a monetary fund for the benefit of the class members, and the trial court in its equitable powers awards  
22 class counsel a fee out of that fund, the court may determine the amount of a reasonable fee by choosing  
23 an appropriate percentage of the fund created.”). The Supreme Court has also affirmed the lodestar-  
24 multiplier method for determining the fees award. *See id.* at 490 (citing *Hensley v. Eckerhart*, 461 U.S.  
25 424 (1983)). Here, the attorneys’ fees requested are reasonable under both approaches.

26                   **(1) The Requested Fees Are Reasonable As a Percentage of the Fund**

27                   a)           **Plaintiffs Have Created a Substantial Common Fund**

28           Courts in California have long recognized the equitable “common fund” doctrine under which  
attorneys who create a common fund or benefit for a group of persons may be awarded their fees and  
costs out of that fund. “[W]hen a number of persons are entitled in common to a specific fund, and an  
action brought by a plaintiff or plaintiffs for the benefit of all results in the creation or preservation of  
that fund, such plaintiff or plaintiffs may be awarded attorney’s fees out of the fund.” *Serrano v. Priest*,

1 20 Cal. 3d 25, 34 (1977); *see also* *Boeing Co. v. Van Gemert*, 444 U.S. 472, 478 (1980) (“[A] lawyer  
2 who recovers a common fund . . . is entitled to reasonable attorneys’ fee from the fund as a whole”).

3 Here, there is an easily calculable \$2.3 million common fund that will provide substantial benefits  
4 to the class. *See Serrano*, 20 Cal. 3d at 35 (common fund approach is available when Class Counsel’s  
5 efforts “have resulted in the preservation or recovery of a certain or easily calculable sum of money - out  
6 of which sum or ‘fund’ the fees are to be paid.”).

6 **b) Fee Awards of One-Third of the Common Fund Are Routinely Awarded**

7 The requested fees represent one-third of the Gross Settlement Amount—a percentage routinely  
8 awarded in common fund settlements. *See e.g., Laffitte*, 1 Cal. 5th at 489 (affirming a fee award of 33%  
9 of the settlement); *Chavez v. Netflix, Inc.*, 162 Cal. App. 4th 43, 66, n.11 (2008) (“[e]mpirical studies  
10 show that, regardless of whether the percentage method or the lodestar method is used, fee awards in  
11 class actions average around one-third of recovery.”); Newberg on Class Actions § 15.73 (5th ed.) (“[F]ee  
12 awards in class actions average around one-third of the recovery.”). This percentage is in line with (or  
13 lower than) the contingency fee that Class Counsel and the class members would likely have agreed to  
14 if such an agreement had been possible. Hammond Final Decl. ¶ 12; *see, e.g., Matter of Cont’l Ill. Sec.*  
15 *Litig.*, 962 F.2d 566, 572 (7th Cir. 1992) (in a common fund case, the object “is to give the lawyer what  
16 he would have gotten in the way of a fee in an arm’s length negotiation, had one been feasible”).

16 **c) The Requested Fees Are Fair and Reasonable**

17 The requested fees constitute a reasonable charge to the Class in light of (1) the excellent results  
18 achieved for the Class; (2) the risk of litigation including the complexity and novelty of the case; (3)  
19 preclusion of other income-generating work; (4) similar contingent fee arrangements in private litigation;  
20 and (5) awards made in similar cases.

20 **i. Plaintiffs Obtained Excellent Results**

21 The average payment per Class Member is \$41.82 and the highest payment is \$943.66. Bridely  
22 Decl. ¶ 11. The Gross Settlement represents a recovery of 41% of Defendants’ maximum exposure and  
23 78% of Defendants’ realistic exposure (including the \$2.3 million Gross Settlement and \$21.5 million in  
24 injunctive relief provided for in the Settlement Agreement). Hammond Final Decl. ¶ 56. This an excellent  
25 result in light of the risks presented by Defendants’ defenses and the inherent uncertainties of continued  
26 litigation.

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

27 Plaintiffs’ Counsel have been litigating this case for over two years, and expended at least 427  
28 attorney hours and over \$12,000 in out-of-pocket expenses to date, all as-yet-uncompensated, and

1 without any certainty of receiving payment. Hammond Final Decl. ¶ 52. If the Parties continued to  
2 litigate this case, the trial court would rule on a number of issues including (a) whether the exclusive  
3 remedy for a violation of Civil Code § 1799.91 is provided in § 1799.95, meaning that there is no basis  
4 for Plaintiffs and Class Members to seek restitution for payments already made on their All-Pro  
5 agreements, unless All-Pro collected money from them as a result of legal action; (b) whether the initial  
6 payments or down payments made by CMs are part of any consumer credit contract entered into by Class  
7 Members because they were not amounts agreed to be paid on “a deferred payment basis” as defined  
8 under § 1799.90(a); and (c) whether All-Pro could receive an offset against any benefit received by Class  
9 Members under the bail bonds contract. Hammond Final Decl. ¶ 8. Regardless of the outcome at trial,  
10 the losing party would likely appeal, given that some of these issues have not been conclusively  
11 addressed by an appellate court.

12 As to class certification, All Pro could have argued that in many instances it is impossible to  
13 determine whether payments on the All Pro agreements were made by Class Members or by other  
14 individuals, and a court might determine that individual issues regarding the fact and extent of the harm  
15 actually suffered by specific Class Members would predominate and a class should not be certified. *Id.*  
16 ¶ 9.

17 Finally, even if Plaintiffs obtained a judgment, the risk posed by recent legislative and policy  
18 developments in California significantly reduced All-Pro’s revenues over the past two years, and  
19 proposed legislation and trends in bail practice would potentially further reduce All-Pro’s revenues over  
20 the next several years, which raised the possibility that Plaintiffs would be unable to collect any  
21 significant amount. *Id.* ¶ 8.d.

22 There was also the risk posed by the Bankers Defendants’ contentions that Bankers Insurance  
23 Company, as a surety on bail bonds issued by All-Pro, and Bankers Surety Services, Inc., as an internal  
24 general agency for Bankers Insurance Company, do not control or participate in any way in any extension  
25 of credit for any remaining premium due to All-Pro from those who purchase bail bonds from All-Pro,  
26 and are not liable for any failure by All-Pro to provide any required notice under California Civil Code  
27 § 1799.91 to non-spousal co-signers. *Id.* ¶ 10.

28 These contentions posed a very real risk that Plaintiffs would be unable to litigate their class  
claims at all and put Class Members at a risk of recovering nothing.

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

Taking this case diverted Class Counsel’s time from other other fee-generating work. *See Serrano*, 20 Cal. 3d at 49 (one of the factors that weighs in favor of granting request for attorneys’ fees



1 is “the extent to which the nature of the litigation precluded other employment by the attorneys”).  
2 Hammond Final Decl. ¶ 57.

3 **iv. Percentage Requested Is Consistent with the Private Marketplace**

4 The requested fees are in line with (or less than) the fee that Class Counsel would have expected  
5 if they had negotiated individual retainer agreements with each Class Member. Hammond Final Decl. ¶  
6 10. Such an award ensures that Class Counsel receive an appropriate fee for the benefit conferred on the  
7 Class, particularly when it would be impossible *ex ante* to enter a fair fee arrangement with all the  
8 members of the Class.

9 **v. Awards in Similar Cases**

10 Class Counsel has been awarded 1/3 or more of the common fund in numerous other class action  
11 settlements, including *Harrold v. California Family Health LLC*, Case No. 34-2022-00323409 (Cal. Sup.  
12 Ct. Sacramento Cnty., August 17, 2023) (approving fees of 35% of \$223,000 representative action  
13 settlement); *Carr et al. v. Konica Minolta Business Solutions U.S.A., Inc.*, Case No. 21CV001245 (Cal.  
14 Sup. Ct. Alameda Cnty, June 27, 2023) (approving fees of 1/3 of \$1,247,907.53 class settlement);  
15 *Castillo v. Holy Names University*, Case No. HG21097245 (Cal. Sup. Ct. Alameda Cnty., May 2, 2023)  
16 (approving fees of 1/3 of \$907,701 class settlement); *Glor v. iHeart Media + Entertainment*, Case No.  
17 22CV005286 (Cal. Sup. Ct. Alameda Cnty., February 14, 2023) (approving fees of 1/3 of \$1,1220,000  
18 class settlement); *Cassidy v. Keyence Corporation of America*, Case No. 21CV382350 (Cal. Sup. Ct.  
19 Santa Clara Cnty., February 8, 2023) (approving fees of 1/3 of \$300,000 settlement); *Rodriguez v River*  
20 *City Bank*, Case No. 1-13-cv-257676 (Cal. Sup. Ct. Sacramento Cnty., October 26, 2022) (approving  
21 fees of 35% of \$140,000 class settlement); *Burleigh v. National University*, Case No. MSC21-00939  
22 (Cal. Sup. Ct. Contra Costa Cnty., Aug. 26, 2022) (approving fees of 40% of \$925,000 class settlement);  
23 *Merlan v. Alliant International University*, Case No. 37-2019-00064053-CU- OE-CTL (Cal. Sup. Ct.  
24 San Diego Cnty., November 2, 2021) (approving fees of 1/3 of a \$711,500 wage and hour class action  
25 as “not out of line with class action fee awards calculated using the percentage-of-the-benefit method”);  
26 and many other cases listed at Hammond Final Decl. ¶ 6.

27 **(2) The Fees Request Is Reasonable Under the Lodestar-Multiplier Method**

28 California’s lodestar-multiplier method is a two-step process of fee calculation under which the  
Court first determines a lodestar value of the fees by multiplying the time reasonably spent on the case  
by a reasonable hourly rate. *In re Consumer Privacy Cases*, 175 Cal. App. 4th 545, 556-57 (2009). The  
Court may then enhance the lodestar by applying a multiplier to take into account the contingent nature  
and risk associated with the action, the degree of skill required, and the ultimate success achieved, as

1 well as other factors. *See Ketchum v. Moses*, 24 Cal. 4th 1122, 1132 (2001) (also explaining that the  
2 “purpose of a fee enhancement, or so-called multiplier, for contingent risk is to bring the financial  
3 incentives for attorneys enforcing important . . . rights”); *Laffitte*, 1 Cal. 5th at 504 (in wage and hour  
4 class action, trial court properly considered novelty, difficulty, and skill displayed in determining 2.03-  
2.13 multiplier reasonable as cross-check to 33% fee).

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

11 Here, Plaintiffs’ Counsel’s lodestar-based fees are reasonable. Plaintiffs seek compensation for  
12 427 hours expended by their attorneys whose rates range from \$650 to \$925 per hour. Hammond Final  
13 Decl. ¶ 45. A detailed breakdown of counsel’s lodestar is submitted herewith. *Id.* ¶¶ 13-26. The  
14 combined lodestar is \$326,517 and the requested fee award thus amounts to a 2.35 multiplier. *Id.* ¶ 49.  
15 The lodestar will increase, and the multiplier will be reduced, as Counsel spend additional time filing the  
16 instant motion, preparing for and appearing at the final approval hearing, and supervising the distribution  
17 of the settlement funds if final approval is granted. *Id.* A multiplier is appropriate given Class Counsel’s  
18 success in achieving an excellent result for the Class, for taking on a contingent risk to do so, for the  
19 novelty and complexity of this case, and other factors discussed above.

18 a) **Hours Spent by Plaintiffs’ Counsel Were Reasonable**

19 The hours spent by Plaintiffs’ Counsel were “reasonably necessary to the conduct of the  
20 litigation.” *Robertson v. Fleetwood Travel Trailers of Cal., Inc.*, 144 Cal. App. 4th 785, 818 (2006).  
21 Plaintiffs’ Counsel’s time was spent on: the investigation of Defendants’ organizational and operational  
22 structures, the relationship between Defendants, the nature of bail bond premium financing agreements  
23 offered by Defendants, and the notices provided to Class Members regarding All-Pro’s bail bond  
24 premium financing agreements; discussions and interviews between Plaintiffs’ Counsel, Plaintiffs, and  
25 other Class Members about bail bonds they arranged and bail bond premium financing agreements they  
26 entered into with All-Pro; drafting, researching, reviewing and discussing the Complaint; reviewing and  
27 analyzing key data and documents produced by Defendants; drafting a detailed mediation brief with a  
28 legal and factual analysis of Plaintiffs’ claims and a detailed damages model based on an analysis of the  
class data; reviewing Defendant’s mediation brief; attending the mediation; negotiating the settlement;

1 obtaining approval of the Settlement; and overseeing the administration of Notice to the Class. Hammond  
2 Final Decl. ¶¶ 15-26.

3 Plaintiffs' Counsel made every effort to staff and litigate this case efficiently by minimizing  
4 duplication of work and assigning tasks in a cost-efficient manner based on the timekeepers' experience  
5 levels and talents. Hammond Final Decl. ¶¶ 42-44. Plaintiffs' Counsel exercised billing judgment to  
6 delete or reduce certain time entries based on Counsel's experience in other complex cases, and  
7 knowledge of the tasks assigned to attorneys in this case. *Id.* Finally, Plaintiffs' Counsel avoided the  
8 need for extensive litigation by successfully settling this case less than a year after filing the lawsuit.

9 **b) Plaintiffs' Counsel's Hourly Rates Are Reasonable**

10 Plaintiffs' Counsel's requested hourly rates are shown in the table immediately below:

Attorney/Timekeeper	Year Admitted	Rate
Julian Hammond, Principal	2000	\$925
Arie Michelsohn, Counsel	1999	\$750
Adrian Barnes, Senior Counsel	2007	\$775
Polina Brandler, Counsel	2010	\$750
Ari Cherniak, Associate	2011	\$650

11 The rates claimed are reasonable if they are “within the range of reasonable rates charged by and  
12 judicially awarded comparable attorneys for comparable work.” *Children’s Hosp. & Med. Ctr. v. Bonta*,  
13 97 Cal. App. 4th 740, 783 (2007). Courts consider the “prevailing market rates in the relevant  
14 community,” as well as the “experience, skill, and reputation of the attorney requesting fees.” *Heritage*  
15 *Pac. Fin., LLC v. Monroy*, 215 Cal. App. 4th 972, 1009 (2013). In complex litigation like class action  
16 employment cases, the appropriate market is that governing rates for attorneys engaged in “equally  
17 complex” matters. *Hensley*, 461 U.S. at 430, n.4.

18 The requested hourly rates are reasonable under these standards. Plaintiffs' Counsel request  
19 compensation at rates that are comparable to the prevailing market rates for attorneys of similar  
20 experience, qualification, and skill. HammondLaw's current hourly rates were approved in *Harrold v*  
21 *California Family Health LLC*, Case No. 34-2022-00323409 (Cal. Sup. Ct. Sacramento Cnty., August  
22 17, 2023); *Harris v Southern New Hampshire University*, Case No. RG21109745 (Cal. Sup. Ct. Alameda  
23 Cnty., May 12, 2023), *Castillo v. Holy Names University*, Case No. HG21097245 (Cal. Sup. Ct. Alameda  
24 Cnty., May 2, 2023); and *Carr et al. v. Konica Minolta Business Solutions U.S.A., Inc.*, Case No.  
25 21CV001245 (Cal. Sup. Ct. Alameda Cnty., June 27, 2023) (awarding 2.1 multiplier calculated using  
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1 my firm’s 2023 rates); and its slightly lower 2022 hourly rates were approved in *Glor v. iHeart Media +*  
2 *Entertainment*, Case No. 22CV005286 (Cal. Sup. Ct. Alameda Cnty., February 14, 2023); *Cassidy v*  
3 *Keyence Corporation of America*, Case No. 21CV382350 (Cal. Sup. Ct. Santa Clara Cnty., February 8,  
4 2023); *Rodriguez v. River City Bank*, Case No. 1-13-cv-257676 (Cal. Sup. Ct. Sacramento Cnty., October  
5 26, 2022); *Burleigh v. National University*, Case No. MSC21-00939 (Cal. Sup. Ct. Contra Costa Cnty.,  
6 August 26, 2022); *Parsons v. La Sierra University*, Case No. CVRI2000104 (Cal. Sup. Ct. Riverside  
7 Cnty., May 19, 2022); *Sweetland-Gil v. University of the Pacific*, Case No. STK-CV-UOE-2019-  
8 0014682 (Cal. Sup. Ct. San Joaquin Cnty., March 4, 2022); and *Senese v. University of San Diego*, Case  
9 No. 37-2019-00047124-CU-OE-CTL (Cal. Sup. Ct. San Diego Cnty., February 8, 2022). Hammond  
Final Decl. ¶¶ 45-46.

10 c) **A Multiplier Is Appropriate**

11 “After making the lodestar calculation, the court may augment or diminish that amount based on  
12 a number of factors specific to the case, including the novelty and difficulty of the issues, the attorneys’  
13 skill in presenting the issues, the extent to which the case precluded the attorneys from accepting other  
14 work, and the contingent nature of the work.” *Ctr. for Biological Diversity v. County of San Bernardino*,  
15 188 Cal. App. 4th 603, 616 (2010). The fees request, here, represents a multiplier of 2.35 to Class  
16 Counsel’s current lodestar of \$326,517, although that multiplier will be reduced by the conclusion of the  
17 case. Hammond Final Decl. ¶ 49. A multiplier is well supported for cases like this one, in which Counsel  
18 accepted the contingent risk of the litigation and obtained an excellent result. *Wershba v. Apple*  
19 *Computer, Inc.*, 91 Cal App. 4th 224, 255 (2001) (lodestar “multipliers can range from 2 to 4 or even  
20 higher”); *Vizcaino v. Microsoft Corp.*, 290 F.3d 1043, 1051 & n.6 (9th Cir. 2002) (affirming lodestar  
multiplier of 3.65 and surveying 34 class common fund settlements to find that 83% of multipliers were  
in the 1 to 4 range).

21 Class Counsel has been awarded similar or higher multipliers in other class action settlements  
22 including by Judge Patricia Lucas in *Peng v. The President and Board of Trustees of Santa Clara*  
23 *College*, Case No. 19CV348190 (Cal. Sup. Ct. Santa Clara Cnty., April 21, 2021) (awarding 2.75  
24 multiplier); and other California Superior Courts in *Carr et al v Konica Minolta Business Solutions*  
25 *U.S.A., Inc.*, Case No. 21CV001245 (Cal. Sup. Ct. Alameda Cnty., June 27, 2023) (awarding 2.1  
26 multiplier); *Glor v. iHeart Media + Entm’t, Inc.*, Case No. 22CV005286 (Cal. Sup. Ct. Alameda Cnty.,  
27 February 14, 2023) (finding the fees request justified under the lodestar/multiplier analysis and awarding  
28 2.12 multiplier); *Burleigh v. Brandman University*, Case No. 30-2020-01172801-CU-OE-CXC (Cal.  
Sup. Ct. Orange Cnty., January 27, 2023) (awarding 2.1 multiplier); *Sweetland-Gil v. University of the*

1 *Pacific*, Case No. STK-CV-UOE-2019-0014682 (Cal. Sup. Ct. San Joaquin Cnty., March 4, 2022)  
2 (awarding 2.52 multiplier); *Senese v. University of San Diego*, Case No. 37-2019-00047124-CU-OE-  
3 CTL (Cal. Sup. Ct. San Diego Cnty., February 8, 2022) (awarding 2.98 multiplier); *Stupar et al. v.*  
4 *University of La Verne*, Case No. 19STCV333363 (Cal. Sup. Ct. Los Angeles Cnty., October 14, 2021)  
5 (awarding 2.48 multiplier); *Normand v. Loyola Marymount University*, Case No. 19STCV17953 (Cal.  
6 Sup. Ct. Los Angeles Cnty., September 9, 2021) (awarding 3.53 multiplier so that “counsel should not  
7 be disadvantaged for efficient litigation tactics and that lowering the percentage-of-gross fee award could  
8 encourage inefficient litigation”); *Mooiman et al. v. Saint Mary’s College of California*, Case No. C19-  
9 02092 (Cal. Sup. Ct. Contra Costa Cnty., June 10, 2021) (awarding 2.0 multiplier); *Morse v Fresno*  
10 *Pacific University*, Case No. 19-CV-04350 (Cal. Sup. Ct. Merced Cnty., April 6, 2021) (awarding a 3.13  
11 multiplier); *Harris-Foster v. University of Phoenix*, Case No. RG19019028 (Cal. Sup. Ct. Alameda  
12 Cnty., March 17, 2021) (awarding 3.05 multiplier); and *Stempien v. DeVry University, Inc.*, No.  
13 RG19002623 (Cal. Sup. Ct. Alameda Cnty., June 30, 2020) (awarding a 2.46 multiplier). Hammond  
14 Final Decl. ¶ 49.

15 The applicable factors strongly support the requested multiplier, including (1) the contingency  
16 risk Class Counsel assumed in accepting the representation; (2) the novel and complex nature of the case;  
17 and (3) the exceptional result achieved.

18 ***i. Contingency Risk***

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

25 As stated above, Plaintiffs’ Counsel have expended over 427 hours, all as-yet uncompensated,  
26 and have expended over \$12,000 in out-of-pocket expenses, without any certainty of receiving payment.  
27 Hammond Final Decl. ¶ 52. There was a significant risk that Plaintiffs’ Counsel would be paid nothing  
28 in view of All Pro’s potential defenses to class certification and the merits discussed above; the Bankers  
29 Defendants’ contentions that they are not liable for All-Pro’s alleged failure to provide required notice  
30 under California Civil Code § 1799.91 to non-spousal co-signers; and the possibility that Plaintiffs would  
31 be unable to collect any significant judgment from All-Pro. *Id.* ¶¶ 8-10; *See, e.g., Taylor v. Nabors*  
32 *Drilling USA, LP*, 222 Cal. App. 4th 1228, 1252 (2014) (contingency risk and deferral in payment alone

1 supported multiplier of 1.4 to 1.5); *Ridgeway v Walmarrrt Stores Inc.*, 269 F. Supp. 3d 975, 996-97 (N.D.  
2 Cal. 2017) (contingency risk was among factors supporting 2.0 multiplier).

3 Indeed, declining to approve percentage-of-the-fund awards that are multiples of the lodestar  
4 would have the perverse effect of penalizing counsel for efficiency and could create incentives for  
5 counsel to perform unnecessary work or engage in avoidable litigation rather than resolving cases  
6 quickly. Hammond Final Decl. ¶ 54; see *Normand v. Loyola Marymount University*, Case No.  
7 19STCV17953 (Cal. Sup. Ct. Los Angeles Cnty., September 9, 2021) (awarding Class Counsel a 3.53  
8 multiplier because “counsel should not be disadvantaged for efficient litigation tactics and that lowering  
9 the percentage-of-gross fee award could encourage inefficient ligation”). Here, Class Counsel obtained  
10 this result for the Class quickly, in large part due to Class Counsel’s experiences in complex litigation  
11 and skill in targeting the data and other information needed to assess the reasonable settlement value of  
12 the case. *Id.* ¶ 5.

11 *ii. Novelty and Complexity of the Case*

12 This case presented complex issues, including novel issues not yet conclusively decided by an  
13 appellate court, as well as issues regarding class certification. In the absence of settlement, Plaintiffs  
14 would have to engage in motion practice, starting with opposing Defendants’ expected respective  
15 demurrers, complete formal discovery, and file a class certification motion. Plaintiffs would then have  
16 to spend dozens of hours preparing for trial. Assuming Plaintiffs won, Defendants would likely appeal.  
17 The uncertainties of continued litigation presented a very real risk that Plaintiffs would be unable to  
18 recovering anything for the class. Hammond Final Decl. ¶ 55. Despite these risks, Class Counsel  
19 resolved the matter on very favorable terms to the Class.

19 *iii. Excellent Result Achieved*

20 The results achieved for the Class are excellent, representing 41% of Defendants’ maximum  
21 exposure, and 78% of Defendants’ realistic exposure (including the \$2.3 million Gross Settlement and  
22 \$21.5 million in injunctive relief provided for in the Settlement Agreement). Hammond Final Decl. ¶  
23 56. The average payment per CM is \$41.83, with a high payment of \$943.66. *Id.*; Bridley Decl. ¶ 11. The  
24 significant and immediate relief provided by this Settlement justifies final approval, especially in light of  
25 the risks presented by Defendants’ potential and actual defenses and the inherent uncertainties of  
26 continued litigation.

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

27 Class Counsel has incurred \$12,375.56 in litigation costs, which is \$7,624.44 less than the  
28 \$20,000 for costs stated in the Court-approved Class Notice. Hammond Final Decl. ¶ 68. Class Counsel’s

1 litigation costs include filing and serving costs, research costs, witness location costs, technology costs,  
2 and mediation costs. *Id.* ¶¶ 58-66. Thus, Class Counsel’s requested litigation costs are reasonable and  
3 should be approved.

#### 4 **IV. THE CLASS REPRESENTATIVE’S SERVICE AWARD IS REASONABLE**

5 In its Preliminary Approval Order, ¶ III.C, the Court found that “the service awards are warranted  
6 and they are approved in the amount of \$5,000 for Rakly Dominguez and \$2,500 for Grace Dominguez.”  
7 The requested service awards, which are smaller than the service awards originally sought by Plaintiffs,  
8 should be finally approved based on all relevant factors courts use in determining service awards  
9 including (1) the actions the plaintiff has taken to protect the interests of the class; (2) the degree to which  
10 the class has benefitted from those actions; (3) the amount of time and effort the plaintiff expended in  
11 pursuing the litigation; and (4) the risk the plaintiff assumed. *Clark v. American Residential Services,*  
*LLC*, 175 Cal. App. 4th 785, 804 (2009). All of the above factors support the service awards here.

12 First, Plaintiffs served the Class well. They collected and provided documents and diligently  
13 assisted Class Counsel in the investigation for the case. Decl. of Rakly Dominguez In Support of Mot.  
14 for Prelim. App., filed January 9, 2023, ¶ 4 (“Rakly Decl.”); Decl. of Grace Dominguez In Support of  
15 Mot. for Prelim. App., filed January 9, 2023, ¶ 4 (“Grace Decl.”). Plaintiffs’ participation and assistance  
16 were critical to the success of this litigation and the enforcement of consumer protections. Without  
17 Plaintiffs’ commitment to come forward and serve as Class Representatives in commencing this lawsuit,  
18 this litigation would not have been brought.

19 Second, this litigation resulted in substantial monetary and injunctive relief to the Class which  
20 Class Members will receive automatically without the need to file a claim. Further, when negotiating the  
21 allocation of the Net Settlement to Class Members, Plaintiffs agreed to a payment structure that was the  
22 fairest and best practicable option for the Class although it ensured they would receive a smaller recovery  
23 on their All Pro bail bond payments. *See* Supplemental Declaration of Julian Hammond, filed March 13,  
24 2023, ¶ 9; Hammond Final Decl. ¶ 71.

25 Third, the service award is appropriate to compensate Plaintiffs for the time and effort expended  
26 in this litigation. Plaintiff Rakly Dominguez estimates spending at least 35 hours working on this case;  
27 and Plaintiff Grace Dominguez has spent at least 15 hours working on this case. Rakly Decl. ¶ 11; Grace  
28 Decl. ¶ 11.

Fourth, by agreeing to formally represent the Class, Plaintiffs are now publicly associated with  
this lawsuit. Plaintiffs are reserved people who value their privacy and by participating in this case they

1 have made public what had been a private matter of securing a bail bond . Rakly Decl. ¶ 12; Grace Decl.  
2 ¶ 12; Hammond Final Decl. ¶ 72.

3 Finally, Plaintiffs are both entering into a general release of all claims against Defendants – a far  
4 broader release than other Class Members are giving. SA ¶ 2.18.

5 Accordingly, the Court should approve the requested Service Awards in full.

6 **V. CONCLUSION**

7 Plaintiff respectfully requests that the Court award attorneys’ fees in the amount of \$766,590;  
8 litigation costs in the amount of \$12,375.56, and service awards of \$5,000 and \$2,500 to Plaintiffs Rakly  
9 and Grace Dominguez, respectively.

10 DATED: August 28, 2023

Respectfully submitted,

11 s/ Julian Hammond  
12 Julian Hammond  
13 Attorneys for Plaintiffs and the Putative Class  
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