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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN JOSE DIVISION

JUVENTINA MATA, et al.,
Plaintiffs,
v.
MANPOWER INC. / CALIFORNIA
PENINSULA, et al.,
Defendants.

Case No. 14-CV-03787-LHK

**ORDER GRANTING MOTION FOR
ATTORNEY’S FEES**

Re: Dkt. No. 192

Plaintiffs Claudia Padilla and Lesli Guido’s Motion for Attorneys’ Fees came on for hearing in Courtroom 8 of this Court, the Honorable Lucy H. Koh presiding. Attorneys Charles Swanston and Patrick Toole appeared on behalf of Plaintiffs, and attorney Spencer C. Skeen appeared on behalf of Defendants Manpower, Inc./California Peninsula, ManpowerGroup, Inc., Manpower Inc., and ManpowerGroup US Inc. (collectively “Defendants” and/or “Manpower”).

The Court, having reviewed Plaintiffs’ motion, the Declarations of Patrick D. Toole and Charles Swanston, along with the files and records of this case, and oral argument made at the hearing, hereby FINDS, CONCLUDES, and ORDERS as follows:

1. Class Counsel’s request for an award of attorneys’ fees in the amount of \$725,000.00 (25% of the Gross Settlement Amount) to be paid from the Settlement Fund pursuant

1 to Federal Rule of Civil Procedure Rule 23(h) is reasonable in light of the relevant factors and as
2 compared to the lodestar multiplier based upon the hours spent in prosecuting this case. The
3 request for an award of 25% of the Gross Settlement Amount is GRANTED.

4 2. The Ninth Circuit has “established 25 percent of the fund as the ‘benchmark’ award
5 that should be given in common fund cases.” *Six Mexican Workers v. Ariz. Citrus Growers*, 904
6 F.2d 1301, 1311 (9th Cir. 1990); *see also In re Bluetooth Headset Products Liab. Litig.*, 654 F.3d
7 935, 942 (9th Cir. 2011) (“[C]ourts typically calculate 25% of the fund as the ‘benchmark’ for a
8 reasonable fee award, providing adequate explanation in the record of any ‘special circumstances’
9 justifying a departure.”). To guard against an unreasonable result, the Ninth Circuit has
10 encouraged district courts to “cross-check[] their calculations against a second method.” *Id.* at
11 944;

12 The Ninth Circuit has approved the lodestar method as an appropriate cross-check. *See*
13 *Vizcaino v. Microsoft Corp.*, 290 F.3d 1043, 1050–51 (9th Cir. 2002) (applying a lodestar method
14 cross-check to ensure the percentage-of-recovery method yielded a reasonable result). “The
15 lodestar figure is calculated by multiplying the number of hours the prevailing party reasonably
16 expended on the litigation (as supported by adequate documentation) by a reasonable hourly rate
17 for the region and for the experience of the lawyer.” *In re Bluetooth*, 654 F.3d at 941.

18 In the instant case, Class Counsel’s reported lodestar was \$1,329,971.50. Therefore, Class
19 Counsel’s request for \$750,000 represents a multiplier of 0.55. In other words, Class Counsel will
20 receive only slightly more than half of the reported lodestar. The Ninth Circuit has approved
21 multipliers significantly higher than 0.55. *See, e.g., Vizcaino*, 290 F.3d at 1052–54 (approving a
22 multiplier of 3.65). Thus, checking against the reported lodestar indicates that Class Counsel’s
23 request for \$750,000 is reasonable.

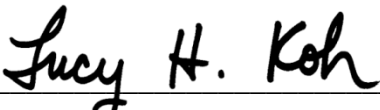
24 3. Class Counsel’s request for an award of litigation cost reimbursement in the
25 amount of \$78,640.74 to be paid from the Settlement Fund pursuant to Federal Rule of Civil
26 Procedure Rule 23(h) is reasonable and the funds were necessarily incurred in the prosecution of
27 the case. The request for an award of litigation cost reimbursement in the amount of \$78,640.74 is
28 GRANTED.

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4. In granting attorney’s fees and costs, the Court has considered all objections of Class Members. Of the 254 objection forms received by the Class Administrator, only 1 form contained an objection to the award of attorney’s fees. Specifically, Bruce Therman Andrews, Sr. objected to the attorney’s fees motion and stated, “I AM NOT being represented properly so I object to the[ir] 25% they did nothing.” However, in response to an inquiry by the Class Administrator, Andrews indicated that he intended to opt out of the settlement rather than object. ECF No. 203 ¶ 17. Andrews later submitted a letter confirming his desire to opt out. *Id.* ¶ 18. Therefore, Andrews lacks standing to object to the settlement, including the award of attorney’s fees. *See, e.g., San Francisco NAACP v. San Francisco Unified School Dist.*, 59 F. Supp. 2d 1021, 1032 (N.D.Cal.1999) (“[N]onclass members have no standing to object to the settlement of a class action”). However, even if the Court considers Andrews’s statement as an objection, the Court finds that Andrews has failed to take into account that Class Counsel performed substantial work on behalf of the Class and obtained a significant benefit for the Class. Therefore, Andrews’s objection to the award of attorney’s fees is overruled.

IT IS SO ORDERED.

Dated: July 24, 2017



LUCY H. KOH
United States District Judge