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and the certified Class

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF LOS ANGELES**

CARLA COLLINS on behalf of herself, and
all others similarly situated, and all aggrieved
employees,

Plaintiff,

v.

NATIONAL INSURANCE INSPECTION
SERVICES, INC.; and DOES 1 through 50,
inclusive,

Defendants.

Case No: 20STCV15619

CLASS AND REPRESENTATIVE ACTION

*Assigned to
Honorable Elaine Lu, Dept. 9*

**NOTICE OF MOTION AND PLAINTIFF'S
MOTION FOR AWARD OF
REASONABLE ATTORNEYS' FEES AND
COSTS, CLASS REPRESENTATIVE
INCENTIVE AWARD/ GENERAL
RELEASE PAYMENT, AND
SETTLEMENT ADMINISTRATION
COSTS; MEMORANDUM OF POINTS
AND AUTHORITIES IN SUPPORT
THEREOF**

Date: January 22, 2026
Time: 10:00 a.m.
Dept. 9

Motion Due: December 22, 2025
Opposition Due: January 2, 2026
Reply Due: January 8, 2026

Complaint Filed: April 22, 2020
FAC Filed: June 24, 2020
Trial: Not Set

PLEASE TAKE NOTICE THAT on January 22, 2026 at 10:00 a.m., or as soon thereafter as the matter may be heard, in Department 9 of the above-entitled Court, located at Spring Street Courthouse, 312 North Spring Street, Los Angeles, California 90012, Plaintiff Carla Collins will and hereby does move for the entry of an Order (1) approving an award of attorneys' fees in the amount of \$311,833.33 and costs in the amount of \$70,421.76 to Class Counsel, (2) approving Class Representative Incentive Award/General Release Payment to Plaintiff Collins in the amount of \$10,000 for serving as Class Representative, and (3) approving payment of settlement administration costs to Phoenix Settlement Administrators in the amount of \$10,000.

This Motion will be based on the Memorandum of Points and Authorities set forth herein, the Amended Joint Stipulation of Class and PAGA Action Settlement and Release of Claims, the Declarations of Eric A. Grover, Robert Spencer, Carla Collins, and Taylor Mitzner of Phoenix Settlement Administrators, the pleadings and papers filed in this case, and such evidence or oral argument as may be presented at the hearing, and on the complete records and file herein.

Respectfully submitted,

Dated: December 22, 2025

KELLER GROVER LLP

By: _____



ERIC A. GROVER

ROBERT W. SPENCER

Attorneys for Plaintiff and Class Counsel

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MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

The Court preliminarily approved the settlement of this certified class and representative action on September 4, 2025.¹ The settlement terms are set forth in the Amended Joint Stipulation of Class and PAGA Action Settlement and Release of Claims (“Amended Stipulation”).² Carla Collins (“Plaintiff” or “Class Representative”) now moves the Court for an award of reasonable attorneys’ fees and costs incurred during this litigation. Plaintiff also seeks an order approving the requested incentive award to the Class Representative and payment of the Settlement Administrator’s fees.

Plaintiff and National Insurance Inspection Services, Inc. (“Defendant”), (collectively, the “Parties”) engaged in a formal mediation session and, with the assistance of respected mediator Brandon R. McKelvey, Esq., reached a tentative settlement.³ All final terms of the Parties’ settlement are set forth in the Amended Stipulation attached as Exhibit 1 to the Grover Declaration submitted with this motion.⁴ To settle the matter, Defendant will pay a non-reversionary Maximum Settlement Amount (“MSA”) of \$935,500.⁵

Plaintiff seeks an award to Class Counsel of attorneys’ fees in the amount of \$311,833.33, which is one-third of the MSA, and actual out-of-pocket litigation costs in the amount of \$70,421.76.⁶ Under California law, when the settlement produces a specific, identifiable common fund for the benefit of the entire class, the court may award attorneys’ fees using the percentage of

¹ Declaration of Eric A. Grover submitted in support of this Motion (“Grover Decl.”), Ex. 1 (the Amended Stipulation); Ex. 2 (the Court’s September 4, 2025 Ruling re: Motion for Preliminary Approval of Class Action Settlement (“Preliminary Approval Ruling”)); Ex. 3 (the Court’s September 4, 2025 Minute Order re Hearing on Motion for Preliminary Approval of Class Action Settlement). Exhibits 2 and 3 are referred to collectively as the “Preliminary Approval Order.” All “Ex.” references are exhibits to the Grover Declaration unless otherwise stated. All capitalized terms shall have the same meaning as set forth in the Amended Stipulation unless otherwise noted.

² Ex. 1.

³ Ex. 1 at § II.B; Grover Decl. at ¶ 20.

⁴ Grover Decl. at ¶ 20.

⁵ Ex. 1 at §§ I.V, III.A, III.M; Grover Decl. at ¶ 39.

⁶ See Ex. 1 at §§ I.F, III.M.4; Grover Decl. at ¶ 40.

1 the fund method.⁷ Class Counsel’s requested award of attorneys’ fees is reasonable and appropriate
2 considering the work performed by Class Counsel in the case, the contingent nature of this action,
3 and the results achieved.⁸

4 Plaintiff also requests that the Court confirm the incentive award payment agreed to be paid
5 to the Class Representative in the amount of \$10,000.⁹ Courts approve incentive awards to
6 plaintiffs when justified and appropriate to compensate plaintiffs for time, effort, and
7 inconvenience.¹⁰ The proposed Class Representative Incentive Award/General Release Payment
8 is fair and reasonable.¹¹

9 Plaintiff further requests the Court approve the fees of the Court-approved Settlement
10 Administrator, Phoenix Settlement Administrators (“Phoenix”) in an amount of \$10,000, which is
11 estimated “not to exceed” amount in the Amended Stipulation.¹²

12 **II. SUMMARY OF RELEVANT FACTS AND PROCEDURAL HISTORY**

13 Plaintiff is filing the motion for final approval of the class and PAGA action settlement
14 simultaneously with this motion and have set forth the summary of facts and procedural history in
15 the supporting memorandum for that motion. To avoid repetition, Plaintiff does not include that
16 information here.

17 **A. Class Counsel’s work in litigating and settling this action.**

18 Prior to the filing of this action, Class Counsel expended time and effort in investigating,
19 researching, and preparing this case for litigation. Class Counsel investigated and researched
20 Plaintiff’s potential Labor Code claims, both in the individual context and as putative class and
21

23 ⁷ *Laffitte v. Robert Half Int’l, Inc.* (2016) 1 Cal.5th 480, 503 (clarifying that the percentage of the
24 common fund is a proper method for awarding fees).

25 ⁸ *See Lealao v. Beneficial California, Inc.* (2000) 82 Cal.App.4th 19; *Williams v. MGM-Pathe*
Communs. Co. (9th Cir. 1997) 129 F.3d 1026, 1027. *See* Grover Decl. at ¶¶ 38-48.

26 ⁹ *See* Ex. 1 at § III.M.3.

27 ¹⁰ *Clark v. Am. Residential Serv. LLC* (2009) 175 Cal.App.4th 785, 804 (internal quotations
omitted), citing *Cook v. Niedert* (7th Cir.1998) 142 F.3d 1004, 1016 and *Van Vranken v. Atlantic*
Richfield Co. (N.D. Cal. 1995) 901 F. Supp. 294, 299.

28 ¹¹ Grover Decl. at ¶¶ 52-53; *see also*, Declaration of Carla Collins submitted herewith.

¹² Phoenix Decl. at ¶ 14; *see* Ex. 1 at §§ I.PP, III.K, III.M.6.

1 representative claims.¹³ On Plaintiff’s behalf, Class Counsel drafted the initial putative class and
2 PAGA action complaint and filed it in this Court.¹⁴

3 Class Counsel drafted and served written class discovery and assisted Plaintiff in drafting
4 responses and producing documents in response to Defendant’s written discovery.¹⁵ Class Counsel
5 reviewed Defendant’s discovery responses and documents produced.¹⁶ Class Counsel conducted
6 the deposition of Defendant’s designated “person most knowledgeable” and defended Plaintiff’s
7 and class members’ depositions.¹⁷ Class Counsel also addressed discovery disputes as they arose
8 with Defendant’s Counsel and the Court.¹⁸

9 After Plaintiff obtained substantial class discovery, Class Counsel drafted and filed
10 Plaintiff’s motion for class certification.¹⁹ The Court granted Plaintiff’s motion and certified the
11 class.²⁰

12 The Parties attempted to resolve the case through settlement at various points during this
13 years-long litigation. Class Counsel negotiated with Defendant’s counsel during each of those
14 efforts.²¹

15 After the Parties had conducted considerable formal discovery and the Class had been
16 certified, the next step was to proceed to trial. Class Counsel drafted and filed a motion seeking a
17 two-phase trial, which was denied by the Court on June 11, 2024.²²

18 At that point, the Parties revisited the possibility of settlement and agreed to participate in
19 what would be their third formal mediation session.²³ Prior to that session, Class Counsel drafted
20 and sent a detailed updated mediation information request to Defense Counsel. In response,
21

22 ¹³ Grover Decl. at ¶ 12.

23 ¹⁴ *Id.*

24 ¹⁵ *Id.* at ¶ 13.

25 ¹⁶ *Id.*

26 ¹⁷ *Id.*

27 ¹⁸ *Id.* at ¶ 14.

28 ¹⁹ *Id.* at ¶ 15.

²⁰ Grover Decl. at ¶ 15; Exs. 6 and 7.

²¹ Grover Decl. at ¶ 16.

²² *Id.* at ¶ 17.

²³ *Id.* at ¶ 18.

1 Defendant provided Plaintiff with additional information regarding its policies and practices
2 regarding the classification of real property inspectors, regular and overtime pay, meal periods, rest
3 breaks, wage statements, termination pay and expense reimbursement for California workers, the
4 number of class members and the number of inspections and pay periods potentially at issue during
5 the relevant liability period.²⁴ Class Counsel reviewed and analyzed the information Defendant
6 provided and drafted a detailed mediation brief that we submitted to the mediator and Defense
7 Counsel.²⁵

8 On January 22, 2025, the Parties participated in their third formal mediation session this
9 time with Brandon McKelvey, Esq., a highly regarded mediator with extensive experience
10 mediating wage and hour class actions.²⁶ With Mr. McKelvey's assistance, the Parties were able
11 to resolve the case at the third mediation.²⁷ The mediated negotiations resulted in the Parties
12 reaching an agreement to settle the entire action, subject to the Court's approval.²⁸

13 Following the mediation, Class Counsel drafted a detailed, formalized settlement agreement
14 and exhibits and negotiated the language and terms with counsel for Defendant until the initial
15 settlement stipulation and its exhibits were finalized and executed. The terms of the Parties'
16 settlement at that time were set forth in the initial settlement stipulation.²⁹

17 At the time the final settlement was reached, Defendant had provided relevant documents
18 and information showing:

19 The number of Class Members:

- 20 o There were approximately 569 Class Members.

21 The number of days on which Class Members performed at least one Qualified
22 Inspection during the Class Period:

- 23 o Class Members performed Qualified Inspections on approximately 61,672
24 days during the Class Period.

25 The total pay periods during the PAGA Period:

26 ²⁴ *Id.*

27 ²⁵ *Id.*

28 ²⁶ *Id.* at ¶ 19.

²⁷ *Id.*

²⁸ *Id.* at ¶¶ 19-20.

²⁹ *Id.* at ¶ 20.

- o Real Property Inspectors worked approximately 18,800 pay periods during the PAGA Period.³⁰

On April 18, 2025, Plaintiff moved for preliminary approval of the settlement. Class Counsel drafted and filed the motion for preliminary approval of the proposed class and PAGA action settlement and supporting papers.³¹ On July 10, 2025, the Court issued an order highlighting specific issues regarding the settlement terms and directed the Parties to address them in supplemental briefing.³² The Court continued the preliminary approval hearing to September 4, 2025.³³

Class Counsel worked with counsel for Defendant to revise the settlement terms to address the Court's concerns.³⁴ Class Counsel drafted the supplemental briefing explaining the revisions to the settlement terms and the Amended Stipulation, filing both on August 7, 2025 for the Court's preliminary approval.³⁵ The Court preliminarily approved the settlement and the Amended Stipulation on September 4, 2025.³⁶

In the period after the entry of the Preliminary Approval Order, Class Counsel have spent time speaking with Class Members and interacting with Defense Counsel and the Settlement Administrator on notice and settlement administration issues. Class Counsel will spend additional time working with Defense Counsel, the Settlement Administrator, speaking with Class Members, finalizing this motion, preparing and filing the final approval motion, and preparing for and attending the final fairness hearing.³⁷

B. Status of the notice process after preliminary approval and Class Members' responses.

Pursuant to the Preliminary Approval Order, the Settlement Class is defined as:

All individuals classified as independent contractors by Defendant who

³⁰ *Id.* at ¶ 21.

³¹ *Id.* at ¶ 22.

³² *Id.* at ¶ 23.

³³ *Id.* at ¶ 24.

³⁴ *Id.*

³⁵ *Id.*

³⁶ Grover Decl. at ¶ 25; Exs. 2 and 3.

³⁷ *Id.* at ¶ 26.

performed inspections in California as real property inspectors at any time between April 22, 2016 and May 30, 2024, inclusive who have not signed release agreements that cover the entire Class Period or opt-ed out of the Action.³⁸

The Class Period is the period from and including April 22, 2016 and May 30, 2024.³⁹ In this memorandum, the members of the proposed Class are referred to as the “Class Members.”

For the PAGA claims, “Aggrieved Individuals” are defined as “all current and former real property inspectors who contracted with Defendant in California at any time or times during the PAGA Period.”⁴⁰ The PAGA Period is the period from and including April 16, 2019 through January 22, 2025.⁴¹ There are 539 Aggrieved Individuals.⁴² All but 128 are also Class Members.⁴³

The notice procedure set forth in the Amended Stipulation and approved by the Court required Phoenix to distribute notice of the class settlement through the U.S. mail.⁴⁴

In accordance with the Preliminary Approval Order, Defendant provided Phoenix with the final Class Data on September 23, 2025.⁴⁵ The Class Data identified 579 current and former inspectors who meet the class definition, their contact information, and the number of Qualified Inspection worked during the Class Period, as well as identifying 539 Aggrieved Individuals, their contact information, the and Qualified Pay Periods that each worked during the PAGA Period.⁴⁶ The Class Members performed a total of 535,427 Qualified Inspections during the Class Period and Aggrieved Individuals worked a total of 16,972 Qualified Pay Periods during the PAGA Period.⁴⁷

On October 7, 2025, Phoenix mailed the Notice 579 Class Members and an additional 128 Aggrieved Individuals who were also not Class Members, totaling 707 unique individuals.⁴⁸ 707

³⁸ Ex. 2 at pp. 2-3; *see also*, Ex. 1 at § I.H; Grover Decl. at ¶ 28.

³⁹ Ex. 1 at § I.I; *see also*, Grover Decl. at ¶ 29.

⁴⁰ Ex. 2 at p.3; *see also*, Ex. 1 at § I.C.

⁴¹ Ex. 1 at § I.AA.

⁴² Grover Decl. at ¶ 29.

⁴³ *Id.*

⁴⁴ Ex. 1 at § III.L.3; Ex. 2 at p. 5.

⁴⁵ Phoenix Decl. at ¶ 5.

⁴⁶ *Id.*

⁴⁷ Phoenix Decl. at ¶¶ 10, 13; Grover Decl. at ¶ 32.

⁴⁸ Phoenix Decl. at ¶ 33.

1 out of 707 Notices were successfully mailed.⁴⁹

2 Class Members did not have to file a claim to participate in the settlement.⁵⁰ All Class
3 Members had 45 days from the date that Phoenix mailed the Class Notice to opt out of or object to
4 the settlement.⁵¹ The deadline for Class Members to opt out or object was November 21, 2025.⁵²

5 Phoenix received no objections, timely or late.⁵³ Phoenix received no opt-outs, timely or
6 late.⁵⁴ Class Counsel received no opt outs or objections, timely or late.⁵⁵

7 The Class Notice provided Class Members with information on how to dispute the number
8 of Qualified Inspections stated on their individualized Notice.⁵⁶ No disputes were received, timely
9 or late.⁵⁷

10 The average Individual Settlement Payment will be approximately \$877.80 (\$508,244.91
11 NSA/579 Class Members).⁵⁸ The estimated highest gross Individual Settlement Payment is
12 approximately \$33,051.14 and the lowest estimated Individual Settlement Payment is \$25.00.⁵⁹

13 C. The Amended Stipulation and Class Notice clearly state the attorneys' fees and costs.

14 Class Counsel is requesting attorneys' fees in the amount of \$311,833.33, which is one-
15 third of the total \$935,500 Maximum Settlement Amount, and their actual out-of-pocket costs
16 incurred litigating this action in the amount of \$70,421.76.⁶⁰ The requested fees are intended to
17 compensate Class Counsel for the benefits achieved for the class, the efficient and fair resolution
18 of the class claims utilizing their extensive experience litigating wage and hour class actions, the
19 risk of taking on a complex class action on a contingency basis, the preclusion of accepting other
20 work, plus all of the work that Class Counsel already performed in litigating this action and will

21 ⁴⁹ *Id.* ¶ 33.

22 ⁵⁰ Ex. 1 at § III.M.2.a.

23 ⁵¹ Ex. 1 at §§ I.NN, III.L.7.a and III.L.8.a; Phoenix Decl. at ¶ 5, Ex. A (Notice).

24 ⁵² Phoenix Decl. at ¶¶ 7-9; Grover Decl. at ¶ 35.

25 ⁵³ Phoenix Decl. at ¶ 8.

26 ⁵⁴ *Id.* at ¶ 7.

27 ⁵⁵ Grover Decl. at ¶ 35.

28 ⁵⁶ Phoenix Decl. at ¶ 5, Ex. A (Notice); Ex. 1 at § III.L.5.

⁵⁷ Phoenix Decl. at ¶ 9; Grover Decl. at ¶ 36.

⁵⁸ Phoenix Decl. at ¶ 12; Grover Decl. at ¶ 37.

⁵⁹ Phoenix Decl. at ¶ 12.

⁶⁰ Ex. 1 at § III.M.4; Grover Decl. at ¶¶ 40, *see also* 54-76, *see also*, Ex. 1 at §§ I.F, I.V, I.W.

perform in documenting the settlement, securing approval of the settlement, making sure that the settlement is fairly administered and implemented, and obtaining dismissal of the action.⁶¹ Defendant does not oppose Class Counsel's fee and cost application in that amount.

D. Incentive Award/General Release Payment for the Class Representative.

The Amended Stipulation provides settlement Class Representative Collins with a reasonable incentive award payment to compensate her for the risks, time and effort that she expended in coming forward to provide invaluable information in support of the unpaid wages and other employment related claims alleged in the complaint against Defendant.⁶² Class Representative Collins also will provide a general release of her individual claims against Defendant that is much broader than release the Settlement Class Members will provide.⁶³ Subject to the Court's approval, the Amended Stipulation provides that Plaintiff and Class Representative Collins will receive up to a \$10,000 incentive award for serving as the settlement Class Representative and the named plaintiff and general release payment.⁶⁴

E. Costs of administering the Settlement.

The Amended Stipulation provides for the payment of the Settlement Administrator's costs for administering this settlement from the MSA.⁶⁵ Phoenix has incurred and will incur fees and costs totaling \$10,000, which is the estimate provided for in the Class Notice.⁶⁶ Phoenix has performed and will continue to perform tasks necessary to the administration of the settlement, including providing notice to the Settlement Class Members, calculating individual settlement payments, handling inquiries from Settlement Class Members, and issuing and mailing settlement payments.⁶⁷

⁶¹ See Grover Decl. at ¶¶ 54-73

⁶² Ex. 1 at § III.M.3, *see also*, §§ I.J, I.K.

⁶³ Compare Ex. 1 at § III.C with § III.B.

⁶⁴ Ex. 1 at § III.M.3, *see also*, § I.J; Grover Decl. at ¶¶ 52-53

⁶⁵ Ex. 1 at § III.M.5, *see also*, §§ I.W, I.PP; *see* Grover Decl. at ¶ 40.

⁶⁶ Phoenix Decl. at ¶ 14, Ex. B.

⁶⁷ See generally, Phoenix Declaration.

III. ARGUMENT

A. Class Counsel requests an award under the common benefit doctrine.

1. A fee award of approximately 33.33% is reasonable here.

Class Counsel respectfully requests that this Court approve the requested attorneys' fees in this action. This application is made pursuant to California Rules of Court, Rule 3.769, which requires court approval of fees paid through settlement of a class action.

Class Counsel seeks attorneys' fees of 33.33% of the Maximum Settlement Amount under the "common fund" doctrine. "The choice of a fee calculation method is generally one within the discretion of the trial court," with the goal "being the award of a reasonable fee to compensate counsel for their efforts."⁶⁸ The California Supreme Court has held that the percentage of the common fund is a proper and accepted method for awarding fees.⁶⁹

Indeed, courts have long recognized the "common fund" or "common benefit" doctrine, under which attorneys who create a common fund or benefit for a group of persons may be awarded their fees and costs to be paid out of the fund.⁷⁰ In *Laffitte*, the California Supreme Court held that, "when class action litigation establishes a monetary fund for the benefit of the class members, and the trial court in its equitable powers awards class counsel a fee out of that fund, the court may determine the amount of a reasonable fee by choosing an appropriate percentage of the fund created."⁷¹ The California Supreme Court also noted that the percentage of the fund method "more accurately reflects the results achieved" than the lodestar method, serves as a "better approximation of market conditions in a contingency case," and encourages "counsel to seek an early settlement and avoid unnecessarily prolonging the litigation."⁷²

⁶⁸ *Laffitte*, *supra*, 1 Cal.5th at 504.

⁶⁹ *Id.*

⁷⁰ *Id.*; see also, e.g., *Serrano v. Priest* ("Serrano III") (1977) 20 Cal.3d 25, 34; *Glendale City Employees' Assoc. v. City of Glendale* (1975) 15 Cal.3d 328, 341, fn.19; *In re Consumer Privacy Cases* (2009) 175 Cal.App.4th 545, 557; *Boeing Co. v. Van Gemert* (1980) 444 U.S. 472, 478; *Mills v. Electric Auto-Lite Co.* (1970) 396 U.S. 375, 391-392.

⁷¹ *Laffitte*, *supra*, 1 Cal.5th at 503 (providing an extended analysis of California law regarding fee award methodology).

⁷² *Id.* at 503-04.

Numerous appellate courts have similarly found.⁷³ Moreover, at least eight federal courts of appeal—the First, Third, Sixth, Seventh, Ninth, Tenth, Eleventh and the D.C. Circuit—have endorsed the “percentage fee” method for determining reasonable attorneys’ fees in common benefit cases.⁷⁴ The Ninth Circuit has explained that “attorneys for a successful class may recover a fee based on the entire common fund created for the class, even if some class members make no claims against the fund so that money remains in it that otherwise would be returned to the defendants.”⁷⁵ Courts may even look at the total fund value in a reversionary settlement, although that is not necessary in this “all-in” (i.e., non-reversionary) settlement.⁷⁶

California courts have recognized that “‘fee awards in class actions average around one-third of the recovery’” regardless of “‘whether the percentage method or the lodestar method is used.’”⁷⁷ When applying the percentage of the fund method, California courts routinely grant fee

⁷³ See e.g., *Knoff v. City and County of San Francisco* (1969) 1 Cal.App.3d 184, 203-204 (court upheld a “contingent percentage” award of attorneys’ fees in a representative action as the proper exercise of the court’s broad equitable powers); *Rider v. County of San Diego* (1992) 11 Cal.App.4th 1410, 1423 (attorneys’ fees and expenses properly awarded from common benefit composed of illegally imposed sales and use tax); *Bank of America v. Cory* (1985) 164 Cal.App.3d 66, 89-92 (fees awarded from common benefit created by action compelling state to claim dormant bank accounts); *Parker v. City of Los Angeles* (1974) 44 Cal.App.3d 556, 567-568 (court upheld fee award equal to one-third of the damages to owners of residential property in an inverse condemnation action).

⁷⁴ See, e.g., *In re Sumitomo Copper Litig.* (S.D.N.Y. 1999) 74 F.Supp.2d 393, 396-398 (discussing the overwhelming weight of federal authority in favor of the percentage fee method, citing cases); see also, *Laffitte, supra*, 1 Cal.5th at 503 (stating that the California Supreme Court “join[ed] the overwhelming majority of federal and state courts” that approve the percentage of the fund method).

⁷⁵ *Williams, supra*, 129 F.3d at 1027; see also, *Boeing, supra*, 444 U.S. at 478 (“a lawyer who recovers a common fund for the benefit of persons other than himself or his client is entitled to a reasonable attorney’s fee from the fund as a whole.”).

⁷⁶ *Staton v. Boeing Co.* (9th Cir. 2003) 327 F.3d 938, 967 (quoting *Boeing v. Van Gemert*); *Williams, supra*, 129 F.3d at 1027 (finding district court abused its discretion by awarding class counsel’s fees based on percentage of claims made rather than the total common fund); see also, *Stern v. Gambello* (9th Cir. 2012) 480 Fed. App’x 867, 870 (finding district court correctly considered the requested fees against the potential recovery, not the claims actually made).

⁷⁷ *Amaro v. Anaheim Arena Mgmt., LLC* (2021) 69 Cal.App.5th 521, 545, quoting *Chavez v. Netflix, Inc.* (2008) 162 Cal.App.4th 43, 66, n. 11; see, e.g., *Cicero v. DirecTV, Inc.* (C.D. Cal. July 27, 2010), No. EDCV 07-1182, 2010 U.S. Dist. LEXIS 86920, at *17-18 (“a review of California [wage and hour] cases in other districts reveals that courts usually award attorneys’ fees in the 30-40% range in wage and hour class actions that result in recovery of a common fund under \$10 million.”).

awards of 33.33% and higher.⁷⁸ Further, courts have recognized that “[f]ee award percentages generally are higher in cases where the common fund is below \$10 million.”⁷⁹

Plaintiff has created a fixed \$935,500 common fund from which reasonable attorneys’ fees can be recovered.⁸⁰ The settlement creates a common fund that will substantially benefit the Settlement Class Members. Each Settlement Class Member will receive an ascertainable settlement payment. Thus, the common fund doctrine enables the Court to determine a reasonable fee with “some exactitude.”⁸¹

Accordingly, Class Counsel’s fee request of one-third of the total amount that Defendant must pay to fund the settlement value is fair and reasonable and is within the range of awards in California. It is also reasonable given the results obtained by Class Counsel.

2. The circumstances of this case support the requested fee award.

Given the results achieved under the circumstances of this litigation, a fee award of one-third of the common fund is reasonable. Quoting *Sumitomo Copper Litigation*, California courts

⁷⁸ See e.g., *Laffitte*, *supra*, 1 Cal.5th at 506 (affirming that trial court did not abuse its discretion in awarding 33.33% fees based on the percentage of the fund method); *Roos v. Honeywell International, Inc.* (2015) 241 Cal.App.4th 1472, 1477, 1487-88 (affirming 37.5% fee award in \$8,150,000 class settlement), *overruled on other grounds* by *Hernandez v. Restoration Hardware, Inc.* (2018) 4 Cal. 5th 260, 269; *Borelli v. Black Diamond Aggregates, Inc.* (E.D. Cal. June 8, 2022), No. 2:14-cv-02093-KJM-KJN, 2022 U.S. Dist. LEXIS 103734, at *26-27 (granting 33% fee request, citing string of cases that did the same); *Johnson v. United States Bank Nat’l Ass’n* (S.D. Cal. Aug. 20, 2020), No.: 19-CV-286 JLS (LL), 2020 U.S. Dist. LEXIS 151168, at *9 (awarding 33% fee award, finding that the percentage “is in line with other attorneys’ fees awards in California and the Ninth Circuit,”), citing *Laffitte*, *supra*, 1 Cal.5th at 506 and other cases; *Aguilar v. Wawona Frozen Foods* (E.D. Cal. May 18, 2017), No. 1:15-cv-00093-DAD-EPG, 2017 U.S. Dist. LEXIS 76751, at *14-15 (approving one-third fee award); *Deaver v. Compass Bank* (N.D. Cal. Dec. 11, 2015) No. 13-cv-00222-JSC, 2015 U.S. Dist. LEXIS 166484, at *31-40 (approving one-third fee award); *Barbosa v. Cargill Meat Solutions Corp.* (E.D. Cal. July 2, 2013) 297 F.R.D. 431, 450 (approving a one-third fee award, citing cases with similar awards); *Burden v. Selectquote Ins. Servs.* (N.D. Cal. Aug. 1, 2013), No. C 10-5966 LB, 2013 U.S. Dist. LEXIS 109110, at *13 (granting one-third fee award); *Vasquez v. Coast Valley Roofing, Inc.* (E.D. Cal. 2010) 266 F.R.D. 482, 491-92 (granting 33.33% fee award, citing cases with similar awards).

⁷⁹ *Alvarez v. Farmers Ins. Exch.* (N.D. Cal. Jan. 17, 2017), No. 3:14-cv-00574-WHO, 2017 U.S. Dist. LEXIS 119128, at *9; *see also*, e.g., *Hawkins v. Kroger Co.* (S.D. Cal. Feb. 4, 2022), No.: 15cv2320 JM (AHG), 2022 U.S. Dist. LEXIS 20956, at *29; *Moreno v. Capital Bldg. Maint. & Cleaning Servs.* (N.D. Cal. Sept. 10, 2021), No. 19-cv-07087-DMR, 2021 U.S. Dist. LEXIS 172633, at *12; *Cicero*, *supra*, 2010 U.S. Dist. LEXIS 86920, at *18 (same).

⁸⁰ Ex. 1 at §§ I.V, III.M, III.M.4.a; *see* Phoenix Decl. at ¶ 11; Grover Decl. at ¶ 39.

⁸¹ *Paul, Johnson, Alston & Hunt v. Grauly* (9th Cir. 1989) 886 F.2d 268, 271.

1 have explained:

2 No one expects a lawyer whose compensation is contingent on the success
3 of his services to charge, when successful, as little as he would charge a
4 client who in advance of the litigation has agreed to pay for his services,
5 regardless of success. Nor, particularly in complicated cases producing
large recoveries, is it just to make a fee depend solely on the reasonable
amount of time expended.⁸²

6 In that vein, this Court should consider the contingency nature of this case, the uncertainty
7 of the outcome, the quality of the counsel, and the preclusion from other employment.⁸³

8 **a) The contingent nature of this case.**

9 Class Counsel provided experienced, competent representation and obtained a substantial
10 settlement for the Settlement Class Members while prosecuting the case on a contingency basis.
11 As the California Supreme Court has explained:

12 A contingent fee must be higher than a fee for the same legal services paid
13 as they are performed. The contingent fee compensates the lawyer not only
14 for the legal services he renders but for the loan of those services. The
15 implicit interest rate on such a loan is higher because the risk of default (the
16 loss of the case, which cancels the debt of the client to the lawyer) is much
17 higher than that of conventional loans. 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.⁸⁴

18 From the outset of the case to the present, prosecution of this action has involved substantial
19 financial risk for Class Counsel. Class Counsel undertook this matter on a purely contingent basis,
20 with no assurance of recovery. In addition to their time, Class Counsel placed at risk their own
21 resources to prosecute this action with no guarantee of success. The risks of this case are apparent
22 in that class certification would likely have been a hard-fought issue, especially given the
23 uncertainty regarding certification of cases such as this.⁸⁵

24 Further, even if Plaintiff successfully certified the class over Defendant's opposition, there
25

26 ⁸² *Barbosa, supra*, 297 F.R.D. at 450, quoting *Sumitomo Copper Litig., supra*, 74 F.Supp.2d at 396;
27 *see also, e.g., Vasquez, supra*, 266 F.R.D. at 492, quoting same.

28 ⁸³ *See* Grover Decl. at ¶¶ 67-68.

⁸⁴ *Ketchum v. Moses* (2001) 24 Cal.4th 1122, 1132-33 (internal citation, quotations omitted).

⁸⁵ Grover Decl. at ¶¶ 45-47, 67-68.

1 still was no guarantee of success at trial or in any subsequent appeals.⁸⁶ Despite such challenges,
2 Class Counsel were able to persuade Defendant to settle.

3 **b) The experience, reputation, and ability of counsel, and the skill**
4 **they displayed in litigation.**

5 Class Counsel has substantial experience in complex class action litigation, including
6 employee class actions involving employers' classification, pay and meal and rest break practices.⁸⁷
7 Because of their experience and skill, Class Counsel was able to persuade Defendant that settlement
8 was a better option than the costs and risks of proceeding to trial and obtained a settlement providing
9 excellent result for the Settlement Class Members.

10 **c) The results achieved.**

11 The results of the settlement support Class Counsel's request for attorneys' fees. Class
12 Counsel achieved an exceptional result in this case, under all the circumstances. The Parties reached
13 a non-collusive, arm's-length settlement, with the assistance of a respected mediator, after informal
14 discovery and contested litigation.⁸⁸

15 Settlement Class Members' support for the results achieved by Class Counsel is
16 demonstrated by the fact that not one of the 579 Settlement Class Members requested exclusion
17 from or objected to the settlement; a 100% rate of acceptance.⁸⁹ Class Counsel's prosecution of
18 this action resulted in tangible benefits for the Settlement Class Members.⁹⁰

19 The settlement is a good compromise for the damages of absent Settlement Class Members.
20 The Amended Stipulation provides that, to resolve the claims covered by the settlement, Defendant
21 will pay a total settlement amount of \$935,500.⁹¹ Based on an estimated Net Settlement Amount
22 of \$508,244.91 and the fact that no Class Member opted out,⁹² the average settlement payment will
23 be approximately \$877.80.⁹³ Exact settlement payments will be calculated based on the final Net

24 ⁸⁶ *See id.*

25 ⁸⁷ Grover Decl. at ¶¶ 2-4.

26 ⁸⁸ Grover Decl. at ¶¶ 12-20; Ex. 1 at § III.B.

27 ⁸⁹ Phoenix Decl. at ¶¶ 7-9; Grover Decl. at ¶¶ 34-36.

28 ⁹⁰ Grover Decl. at ¶¶ 39-48; see Phoenix Decl. at ¶¶ 11-12.

⁹¹ Ex. 1 at §§ I.V, III.A, III.M; see Phoenix Decl. at ¶ 11.

⁹² Phoenix Decl. at ¶¶ 7-9, 11; Grover Decl. at ¶¶ 35, 40.

⁹³ Grover Decl. at ¶ 37; Phoenix Decl. at ¶ 12, *see* Ex. 1 at § III.M.2.a, *see also*, §§ I.S, I.W, I.QQ.

Settlement Amount and each Settlement Class Member's total number of Qualified Inspections.⁹⁴

d) Preclusion of other employment.

As California law recognizes, Class Counsel's commitment to this litigation should not be assessed in a vacuum. A relevant factor in determining attorneys' fees is whether the litigation required Class Counsel to forgo other employment.⁹⁵ Additional work was available that Class Counsel had to forego to devote the time necessary to pursue this litigation.⁹⁶

B. A cross-check using the lodestar method supports Class Counsel's fee request.

The California Supreme Court has held that conducting a lodestar cross-check to confirm the reasonableness of a percentage fee award is not required and is at the trial court's discretion.⁹⁷ If this Court opts to conduct a lodestar cross-check, that methodology also supports Class Counsel's fee request.

The lodestar method involves calculating a base fee amount from a compilation of time reasonably spent on the case and the reasonable hourly compensation of the attorney.⁹⁸ The base amount is then adjusted by use of a multiplier in light of various factors.⁹⁹ According to the treatise Newberg on Class Actions, "'courts typically approve percentage awards based on lodestar cross-checks of 1.9 to 5.1 or even higher.'"¹⁰⁰ "[A] court is not required to reduce a percentage recovery

⁹⁴ See Ex. 1 at § III.M.2.a, *see also*, §§ I.S, I.W, I.EE, I.II; Grover Decl. at ¶ 41.

⁹⁵ See *Serrano III*, *supra*, 20 Cal.3d at 49.

⁹⁶ Grover Decl. at ¶ 72.

⁹⁷ *Laffitte*, *supra*, 1 Cal.5th at 506.

⁹⁸ *Id.* at 489.

⁹⁹ *Serrano III*, *supra*, 20 Cal. 3d at 48; *Consumer Privacy Cases*, *supra*, 175 Cal.App.4th at 556 (noting some factors may include the quality of the representation, the novelty and complexity of the issues, the results obtained, and the contingent risk presented); *Chavez v. Netflix, Inc.* (2008) 162 Cal.App.4th 43, 61-67 (considering quality of representation, success achieved and rate of acceptance of the settlement benefits as factors supporting a multiplier).

¹⁰⁰ *Aguilar*, *supra*, 2017 U.S. Dist. LEXIS 76751, at *14-15, quoting 4 Newberg On Class Actions § 14.7. *See also*, e.g., *Chavez*, *supra*, 162 Cal.App.4th at 66, citing *Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th at 255 (noting that multipliers can range from 2 to 4 or even higher); *Vizcaino v. Microsoft Corp.* (9th Cir. 2002) 290 F.3d 1043, 1051-52 and n.6 (affirming fee award with lodestar crosscheck multiplier of 3.65, noting survey of class settlements with multipliers ranging up to 19.6); *Steiner v. Am. Broad. Co.* (9th Cir. 2007) 248 F. App'x 780, 783 (affirming percentage fee award with lodestar crosscheck multiplier of 6.85, finding that it "falls well within the range of multipliers that courts have allowed[,]"; *Vizcaino*, *supra*, 290 F.3d at 1051-52); *Buccellato v. AT&T Operations, Inc.* (N.D. Cal. June 30, 2011), No. C10-00463-LHK, 2011 U.S.

(Cont'd)

just because it is substantially higher than the lodestar.”¹⁰¹

In *Laffitte*, the California Supreme Court “emphasize[d]” that, when used as a cross check, the lodestar calculation ... does not override the trial court’s primary determination of the fee as a percentage of the common fund and thus does not impose an absolute maximum or minimum on the potential fee award.¹⁰²

Class Counsel’s hourly rates are summarized in the Grover Declaration in support of this motion.¹⁰³ Class Counsel’s hourly rates are well within the range of those found permissible for attorneys practicing class action litigation in California.¹⁰⁴

Class Counsel has spent more than 1,023 hours litigating this case through December 10, 2025.¹⁰⁵ Class Counsel expects to spend at least 15 additional hours completing the work on this motion and the final approval motion, preparing for and attending the Final Approval Hearing, and dealing with claims administration issues.¹⁰⁶ The fee award should also include fees incurred to establish the attorneys’ fee claim.¹⁰⁷

Dist. LEXIS 85699, at *4 (approving fee award applying multiplier 4.3, citing string of cases applying multipliers ranging from 4.4 to 9.3); *Beckman v. KeyBank, N.A.* (S.D.N.Y. 2013) 293 F.R.D. 467, 482 (approving fee award with 6.3 multiplier, citing cases with multipliers from 4.3 to 8.3).

¹⁰¹ *Amaro, supra*, 69 Cal.App.5th 521, 545, citing *Laffitte, supra*, 1 Cal.5th at 505.

¹⁰² *Laffitte, supra*, 1 Cal.5th at 505.

¹⁰³ Grover Decl. at ¶¶ 57-66.

¹⁰⁴ See, e.g., *Gonzalez v. S. Wine & Spirits of Am., Inc.* (9th Cir. 2014) 555 F. App’x 704, 704-05 (reversing district court’s order reducing attorneys’ hourly rates without considering evidence of “prevailing hourly rates for comparable legal services in the community”); *Acosta v. Frito-Lay, Inc.* (N.D. Cal. May 14, 2018) No. 15-cv-02128-JSC, 2018 U.S. Dist. LEXIS 75988, at *37-39 (similar range of rates for Bay Area counsel experienced in complex class actions were reasonable); *Nitsch v. DreamWorks Animation SKG Inc.* (N.D. Cal. June 5, 2017), No. 14-CV-04062-LHK, 2017 U.S. Dist. LEXIS 86124, at *32-33; *O’Bannon v. NCAA* (N.D. Cal. July 13, 2015), No. 09-cv-03329-CW (NC), 2015 U.S. Dist. LEXIS 91514, at *14; *Williams v. SuperShuttle Int’l, Inc.* (N.D. Cal. Feb. 12, 2015), No. 12-cv-06493-WHO, 2015 U.S. Dist. LEXIS 19341, at *5; *Steinfeld v. Discover Fin. Servs.* (N.D. Cal. Mar. 31, 2014), No. C 12-01118 JSW, 2014 U.S. Dist. LEXIS 48540, at *4-5; *Vedachalam v. Tata Consultancy Servs., Ltd.* (N.D. Cal. July 18, 2013), Case No. C 06-0963 CW, 2013 U.S. Dist. LEXIS 100796, at *8; *Bolton v. United States Nursing Corp.* (N.D. Cal. Oct. 18, 2013), No. C 12-4466 LB, 2013 U.S. Dist. LEXIS 150299, at *14-15; see also, Grover Decl. at ¶¶ 56-7 (noting range of hourly rates approved in recent California fee orders).

¹⁰⁵ Grover Decl. at ¶¶ 57-66; Exs. 8-10 (time records).

¹⁰⁶ Grover Decl. at ¶¶ 56, 66.

¹⁰⁷ *Serrano v. Unruh* (1982) 32 Cal.3d 621, 639 (*Serrano IV*).

1 The lodestar for Class Counsel is \$513,975.00.¹⁰⁸ Class Counsel expects to incur future
2 lodestar of approximately \$11,250 for a final lodestar in excess of \$525,225, which represents a
3 negative 0.59 multiplier.¹⁰⁹

4 Class Counsel undertook the risk of litigating this case on a contingency basis. If this case
5 had proceeded to trial, Plaintiff would have had to prove the merits of the class claims regarding
6 Defendant's pay, meal and rest break, and expense reimbursement practices and that Defendant
7 owed the class damages, which would be followed by any subsequent appeals. Class Counsel was
8 prepared to finance the litigation through all of that, which likely would have taken years.¹¹⁰

9 As discussed above, Class Counsel obtained an excellent result for the Settlement Class
10 Members. Also, because of the resources this certified class action has required and would continue
11 to require, Class Counsel was precluded from taking other cases to represent the Settlement Class
12 Members here.¹¹¹

13 C. No Settlement Class Member objected to the attorney fee award.

14 Class Counsel's intention to request payment of attorneys' fees and out-of-pocket costs was
15 clearly disclosed to each Settlement Class Member in the Court-approved Class Notice.¹¹² The
16 deadline to object passed on November 21, 2025.¹¹³ Not a single objection was filed to any part of
17 the settlement, signaling the Settlement Class Members' approval of the attorneys' fees award.¹¹⁴

18 D. Class Counsel's request for costs also is reasonable.

19 As detailed in the Grover Declaration, in the course of this litigation, Class Counsel has
20 incurred actual out-of-pocket costs in the amount of \$70,121.76 to date and expects to incur another
21 \$300 in costs, for total costs of \$ 70,421.76.¹¹⁵ In connection with a settlement, "[a]ttorneys may
22 recover their reasonable expenses that would typically be billed to paying clients in non-

23
24 ¹⁰⁸ Grover Decl. at ¶¶ 57-66.

25 ¹⁰⁹ *Id.*

26 ¹¹⁰ *See* Grover Decl. at ¶¶ 67-68.

27 ¹¹¹ Grover Decl. at ¶¶ 72-73.

28 ¹¹² Phoenix Decl. at ¶ 5, Ex. A (Notice).

¹¹³ Phoenix Decl. at ¶ 8; Grover Decl. at ¶¶ 35, 48.

¹¹⁴ *Id.*

¹¹⁵ Grover Decl. at ¶¶ 74-76, Ex. 11.

contingency matters.”¹¹⁶

As demonstrated in the Grover Declaration, the incurred costs include filing mediation fees, expert consultant fees, filing fees, photocopies, legal research fees, vendor charges, and mailing charges.¹¹⁷ The additional costs expected to be incurred through the rest of the case include filing fees and service costs.¹¹⁸ The costs that Class Counsel incurred in this litigation benefitted the Settlement Class and are the type of costs that would be billed to a non-contingency client and, therefore, are appropriate for reimbursement. Plaintiff’s cost request is reasonable and should be granted.

E. The requested Class Representative Incentive Award/General Release Payment also is reasonable.

Plaintiff seeks an incentive award to recognize the time and effort that Class Representative Collins spent on behalf of the Settlement Class.¹¹⁹

When determining whether incentive awards are appropriate, courts consider a variety of non-exclusive factors such as:

the actions the plaintiff has taken to protect the interests of the class, the degree to which the class has benefitted from those actions, and the amount of time and effort the plaintiff expended in pursuing the litigation . . . the risk to the class representative in commencing suit, both financial and otherwise, the notoriety and personal difficulties encountered by the class

¹¹⁶ See e.g., *In re Omnivision Techs.* (N.D. Cal. 2007) 559 F. Supp. 2d 1036, 1048 (approving reimbursement of “photocopying, printing, postage and messenger services, court costs, legal research on Lexis and Westlaw, experts and consultants, and the costs of travel for various attorneys and their staff.”); *Morrison v. Am. Nat’l Red Cross* (N.D. Cal. Jan. 8, 2021), No. 19-cv-02855-HSG, 2021 U.S. Dist. LEXIS 4043, at *22 (approving reimbursement of mediation costs, travel related fees, filing and service of process fees); *Larsen v. Trader Joe’s Co.* (N.D. Cal. July 11, 2014), No. 11-cv-05188-WHO, 2014 U.S. Dist. LEXIS 95538, at *32 (approving reimbursement of “the type of expenses routinely charged to hourly clients”); *In re United Energy Corp. Sec. Litig.* (C.D. Cal. Mar. 9, 1989) MDL No. 726, 1989 WL 73211, at *6 (approving reimbursement of filing fees, postage, telephone bills, photocopying, legal research assistance, deposition costs, and witness fees, citing *Newberg*, Attorney Fee Awards, § 2.19 (1987)). See also, *Greko v. Diesel U.S.A., Inc.* (N.D. Cal. Apr. 26, 2013) No. 10-cv-02576 NC, 2013 U.S. Dist. LEXIS 60114, at *35 (approving reasonable costs in class settlement); *Van Vranken*, *supra*, 901 F. Supp. at 299 (same).

¹¹⁷ See Grover Decl. at ¶ 74, Ex. 11.

¹¹⁸ Grover Decl. at ¶ 74.

¹¹⁹ Grover Decl. at ¶ 52-53; see also, generally, Collins Declaration.

representative, the duration of the litigation, and the personal benefit (or lack thereof) enjoyed by the class representative as a result of the litigation.¹²⁰

In this case, the Class Representative performed the following tasks, among others: (1) assisted Class Counsel in investigating and substantiating the claims alleged in this Action; (2) assisted in the preparation of the complaint in this action; (3) produced evidentiary documents to Class Counsel; (4) was deposed; and (5) reviewed and approved the settlement.¹²¹ Moreover, as with any plaintiff who files a civil action, the Settlement Class Representative undertook the financial risk that, in the event of a judgment in favor of Defendant in this action, she could have been personally responsible for the costs awarded in favor of the Defendant. Plaintiff Collins also will provide a general release of her claims against Defendant that is much broader than the release that will apply to the Settlement Class Members.¹²² Further, after she initiated this action, Defendant stopped providing her inspection work.

Not a single Settlement Class Member has objected to the service award requested on behalf of the Class Representative and named Plaintiff who brought this litigation on their behalf and who secured a significant monetary benefit for them.¹²³ Indeed, the \$10,000 in incentive award represents approximately 1% of the Maximum Settlement Amount.¹²⁴ Considering the work that the Class Representative performed on behalf of the certified Class and Settlement Class and the Class Members' positive response to the settlement, the requested service award is reasonable and appropriate.

F. Plaintiff seeks approval of the Settlement Administrator's fees incurred.

As part of the preliminary approval process, the Court approved the hiring of Phoenix as the Settlement Administrator.¹²⁵ In preliminarily approving the settlement, the Court also tentatively approved the payment to Phoenix of up to \$10,000 from the MSA to perform all of the

¹²⁰ *Clark, supra*, 175 Cal.App.4th at 804 (internal quotations omitted), citing *Cook, supra*, 142 F.3d at 1016 and *Van Vranken, supra*, 901 F. Supp. at 299.

¹²¹ *See generally*, Collins Declaration; Grover Decl. at ¶ 52.

¹²² *Compare* Ex. 1 at § III.C with § III.B; Grover Decl. at ¶ 53.

¹²³ *See* Phoenix Decl. at ¶ 8; Grover Decl. at ¶ 35,

¹²⁴ *See* Ex. 1 at §§ I.V, III.M, III.M.3; Grover Decl. at ¶ 40; Phoenix Decl. at ¶ 11.

¹²⁵ Ex. 2 at p. 5.

duties required to administer the settlement.¹²⁶ Phoenix has performed all of its required duties to date and is committed to completing the settlement administration process.¹²⁷ Phoenix has calculated that its final actual costs of administering the settlement will total \$10,000.¹²⁸

IV. CONCLUSION

For all of the foregoing reasons, Plaintiff requests that the Court (1) approve Class Counsel's request for an award of attorneys' fees in the amount of \$311,833.33, (2) approve Class Counsel's request for reimbursement of out-of-pocket costs in the amount of \$70,421.76 (3) approve the Class Representative's incentive award/general release payment in the total amount of \$10,000 to Plaintiff Collins, and (4) approve payment of settlement administration costs from the Maximum Settlement Amount to Phoenix Settlement Administrators in the amount of \$10,000. A [Proposed] Order Granting Motions for Final Approval and Award of Reasonable Attorneys' Fees and Costs, Class Representative Incentive Award/General Release Payment, and Settlement Administration Fees and Judgment is submitted herewith.

Respectfully submitted,

Dated: December 22, 2025

KELLER GROVER LLP

By: 

ERIC A. GROVER
ROBERT W. SPENCER
Counsel for Plaintiff and Class Counsel

¹²⁶ See Ex. 1 at § III.M.5; Ex. 2 at ¶ 5.

¹²⁷ See generally, Phoenix Declaration.

¹²⁸ Phoenix Decl. at ¶ 14, Ex. B.

PROOF OF SERVICE

I, JOEY GONZALEZ, am employed in the County of San Francisco, State of California. I am over the age of eighteen and not a party to the within action. My business address is 1965 Market Street, San Francisco, California 94103. On **December 22, 2025** in the case of *Collins v. National Insurance Inspection Services, Inc.* Los Angeles Superior Court Case Number 20STCV15619, I served the foregoing document(s):

NOTICE OF MOTION AND PLAINTIFF'S MOTION FOR AWARD OF REASONABLE ATTORNEYS' FEES AND COSTS, CLASS REPRESENTATIVE INCENTIVE AWARD/GENERAL RELEASE PAYMENT, AND SETTLEMENT ADMINISTRATION COSTS; MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT THEREOF

on the interested party(ies) below, using the following means:

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**NATIONAL INSURANCE
INSPECTION SERVICES, INC.**

☒	(BY ELECTRONIC SERVICE- Case Anywhere) by submitting an electronic version of the documents through the user interface at www.caseanywhere.com and by emailing a word version of the document to the above referenced email addresses.
☒	(STATE) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.



JOEY GONZALEZ