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SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN MATEO

LUIS R. CHAVARRIA RAMIREZ, individually, and on behalf of other members of the general public similarly situated; Plaintiff, v. PROSPECT INTERNATIONAL AIRPORT SERVICES CORPORATION, a Nevada corporation; PROSPECT AIRPORT SERVICES, INC., an unknown business entity; and DOES 1 through 100, inclusive, Defendants.	Case No.: 21-CIV-03392 *[Consolidated with Case No. 21-CIV-03393]* **PLAINTIFF'S MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT OF MOTION FOR AN AWARD OF ATTORNEY'S FEES AND COSTS AND INCENTIVE AWARD** Date: June 17, 2025 Time: 2:00 p.m. Dept: 4 FAC Filed: January 10, 2024 Jury Trial Date: None Set

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I. INTRODUCTION

As set forth in detail in Plaintiff's previously filed motion for preliminary approval, the class and Private Attorneys General Act ("PAGA") claims in the Consolidated Action have been resolved in the Settlement.[1] The Settlement is an excellent result for the Class, and provides for a non-reversionary Gross Settlement Amount of $1,850,000.00. Bylsma Supp. Decl., ¶12.

On January 31, 2025, the Court granted preliminary approval of the Settlement ("Preliminary Approval Order"). While Plaintiff's motion for final approval of the Settlement is forthcoming, pursuant to the Preliminary Approval Order, Plaintiff now submits this separate motion, requesting the Court to approve the award of attorney's fees and costs and Incentive Award.

As discussed below, the requested award of attorney's fees and costs and Incentive Award is well earned and supported by the record, and should be granted.

II. SUMMARY OF LITIGATION

A. Factual Background

Defendants provide support services at commercial airports, including locations in California such as San Francisco International Airport ("SFO") and Oakland International Airport ("OAK"). See Declaration of Esther L. Bylsma in Support of Plaintiff's Motion for an Award of Attorney's Fees and Costs and Incentive Award, filed concurrently herewith ("Bylsma Decl."), ¶13. Plaintiff is a former employee that provided wheelchair assistance to passengers at SFO from approximately January 23, 2019 to March 25, 2020. *Id.*, ¶14.

Plaintiff's Labor Code claims are premised on the following core factual allegations.

(a) First, Plaintiff alleges that Defendants failed to pay Class Members for all compensable time, including for time spent in connection with clock machines, and through the application of a rounding practice.

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[1] The "Settlement" refers to the Amended Joint Stipulation of Settlement, attached as Exhibit 1 to the Declaration of Esther L. Bylsma in Support of Plaintiff's Supplemental Brief in Support of Motion for Preliminary Approval of Class and PAGA Action Settlement, filed in the Consolidated Action on November 27, 2024 ("Bylsma Supp. Decl.").

Unless otherwise indicated, all capitalized words herein have the same meaning as defined in the Settlement.

(b) Second, Plaintiff alleges that Defendants failed to provide premiums for noncompliant meal and rest periods.

(c) Third, Plaintiff alleges that Defendants failed to provide business reimbursements for the expenses associated with maintenance of uniforms.

Id., ¶15.

Based on the above core allegations, Plaintiff's complaint asserts eleven causes of action: (i) failure to pay overtime wages; (ii) failure to authorize and permit and/or make available meal periods or pay premium wages in lieu thereof; (iii) failure to authorize and permit and/or make available rest periods or pay premium wages in lieu thereof; (iv) failure to pay minimum wages; (v) failure to pay wages at separation; (vi) failure to timely pay earned wages during employment; (vii) failure to provide accurate itemized wage statements; (viii) failure to keep requisite payroll records; (ix) failure to reimburse business expenses; (x) violation of the California Business and Professions Code ("UCL"); and (xi) violations under the PAGA. *Id*., ¶16.

B. Procedural History

On April 14, 2021, Plaintiff provided timely written notice to Defendants and the California Labor & Workforce Development Agency ("LWDA") of his intent to file a complaint for claims under the PAGA. *Id*., ¶17. On June 18, 2021, Plaintiff filed a PAGA complaint in this Court seeking civil penalties on behalf of the State of California based on Defendants' violations of the California Labor Code during the PAGA Period. *Id*., ¶18.

On June 18, 2021, Plaintiff also filed a class action complaint in this Court alleging ten causes of action based on Defendants' violations of the California Labor Code during the Class Period. *Id*., ¶19. On August 12, 2021, Defendants removed the class action complaint to the Northern District of California. *Id*., ¶20. On November 9, 2021, the Northern District of California court granted Plaintiff's motion to remand. *Id*., ¶21.

Subsequently, Plaintiff pursued formal discovery from Defendants. *Id*., ¶22.

In May 2022, Plaintiff and Defendants (together, the "Parties") agreed to attend private mediation. *Id*., ¶23. In advance of mediation, Defendants provided informal discovery, including approximately 1740 pages of relevant documents consisting of Plaintiff's employment records, documents regarding Defendants' policies, practices, and procedures at issue in this litigation, and time and pay data for a 10% sample of the Class. Defendants also provided key data points, such as the total number of Class members, total number of separated employees, aggregate number of workweeks, *etc*. *Id*., ¶24.

On November 17, 2022, the Parties participated in a mediation with Steve Pearl, a respected and experienced wage and hour mediator. *Id*., ¶25. The mediation was not successful. *Id*. However, the Parties agreed to attempt a second round of mediation after another round of informal discovery. *Id*.

In advance of the second mediation, Defendants provided additional informal discovery, including approximately 2,000 additional pages of relevant documents, including time and pay data for 25% of the Class and additional information regarding workweeks by month. *Id*., ¶26. Defendants also agreed to provide contact information for 50% of the Class. *Id*. On or around March 20, 2023, a third-party administrator completed the *Belaire-West* procedure, and provided a list of Class members who had not opted out to Plaintiff. *Id*., ¶27. Subsequently, Plaintiff analyzed the additional pay and time data and interviewed numerous Class members. *Id*., ¶28.

On July 17, 2023, the Parties participated in a second mediation with Steve Pearl. Again, the Parties did not resolve the Consolidated Action at mediation. *Id*., ¶29. However, in the evening, Mr. Pearl provided a mediator's proposal. *Id*.

On July 18, 2023, Mr. Pearl informed the Parties that both Parties had accepted the mediator's proposal. *Id*., ¶30.

Subsequently, the Parties negotiated the settlement papers. *Id*., ¶31.

On or around September 21, 2023, the Parties executed a Memorandum of Understanding, which set forth the material terms of the Settlement. *Id*., ¶32.

The Parties then negotiated, drafted, and finalized a long-form settlement agreement on or around January 10, 2024. *Id*., ¶33.

On May 10, 2024, Plaintiff filed his motion for preliminary approval. *Id*., ¶34.

On June 11, 2024, the Court issued a tentative ruling indicating that it was inclined to grant the Motion. *Id*., ¶35. The Court found that the requirements for preliminary approval had been met, but indicated it had certain concerns, which the Court specifically outlined in its Tentative Ruling, and the Parties agreed to submit a supplemental brief addressing each of the Court's concerns. *Id*.

The Parties subsequently met and conferred numerous times to address the Court's concerns, including preparing amendments to the settlement agreement, proposed class notice, and proposed preliminary approval order to address the Court's concerns. *Id*., ¶36.

During the course of these meet and confers, Defendants became aware of a separate issue – namely, an inadvertent error in the calculation of the aggregate workweeks worked by Class members in the Class Period. *Id*., ¶37. Defendants informed Plaintiff that the corrected number of workweeks was materially less than what was previously estimated. *Id*.

The Parties re-engaged in settlement negotiations and additional informal discovery based on this new information, requesting and obtaining the assistance of the mediator who previously assisted with the Settlement. *Id*., ¶38.

After several months of negotiations, assisted by the mediator, the Parties negotiated revised settlement terms, which were memorialized in the Amended Joint Stipulation of Settlement and signed on May 10, 2024. *Id*., ¶39.

Although the amended Settlement resulted in a ***decrease*** in attorneys' fees, the amended Settlement resulted in an ***increase*** in settlement consideration to each Class member. *Id*., ¶40.

III. ARGUMENT

A. The Requested Attorney's Fees and Costs Should Be Approved

1. The Requested Fees Fall Within the Percentage Range of Similar Cases

It has long been recognized that where, as here, litigation has created a common fund for the benefit of persons other than the named plaintiff in a lawsuit, courts have the power to award class counsel their reasonable attorneys' fees and expenses out of the fund created. *Laffitte v. Robert Half Internat. Inc*., 1 Cal. 5th 480, 503 (2016). In *Laffitte*, the Court recognized the advantages of using the percentage of the common fund method of awarding attorneys' fees. *Id*. The *Laffitte* ruling is also consistent with courts nationwide, including the United States Supreme Court, which the California Supreme Court recognized, noting, "[c]urrently, all the circuit courts either mandate or allow their district courts to use the percentage method in common fund cases; none require sole use of the lodestar method [and] [m]ost state courts to consider the question in recent decades have also concluded the percentage method of calculating a fee award is either preferred or within the trial court's discretion in a common fund case." *Id*. at 491-94 (internal citations omitted).

Here, the two firms who are Class Counsel seek collective fees of 35% of the Gross Settlement Amount ($647,500.00)[2] – which falls comfortably within the percentage range of reasonable awards granted by California courts. *See e.g., Chavez v. Netflix, Inc*., 162 Cal. App. 4th 43, 66 n.11 (2008) ("Empirical studies show that, regardless whether the percentage method or the lodestar method is used, fee awards in class actions average around one-third of the recovery."); *Fernandez v. Vict. Secret Stores, LLC*, No. CV 06-04149 MMM (SHx), 2008 U.S. Dist. LEXIS 123546, at *54 (C.D. Cal. July 21, 2008) (citing an academic study collecting contingency fee agreements and finding that a fee award constituting 34% of the fund is reasonable on that basis); *Dawson v. Hitco Carbon Composites, Inc*., No. CV 16-07337 PSG (FFMx), 2019 U.S. Dist. LEXIS 226687, at *20-21 (C.D. Cal. Nov. 25, 2019) (after considering similar cases, finding "Class Counsel's request for attorneys; fees in the amount of 35 percent of the common fund is reasonable"); *Singer v. Becton Dickenson and Co.*, 2010 U.S. Dist. LEXIS 53416, 2010 WL 2196104, *8 (S. D. Ca. 2010) (approving attorney fee and observing that the requested "33% of the common fund falls within the typical range of 20% to 50% awarded in similar cases"); *Ellsworth v. Leclair Fitness II Llc*, 2022 Cal. Super. LEXIS 59587, *8 (Sac. Cty. 2022) ("The percentage of the gross settlement equates to 35% which is generally in line with percentage fees in similar litigation").

2. Numerous Factors Support the Requested Fee Amount

Although no rigid formula applies, California courts generally consider the following factors when assessing the reasonableness of a fee request: (1) the result obtained by class counsel; (2) the time and labor required of the attorneys; (3) the contingent nature of the case and the delay in payment to class counsel; (4) the extent to which the nature of the litigation precluded other employment by class counsel; and (5) the experience, reputation, and ability of the attorneys who performed the services, the skill they displayed in the litigation, and the novelty, complexity and difficulty of the case. *Serrano v. Priest*, 20 Cal. 3d 25, 49 (1977).

[2] This amount is assuming the escalator clause is not triggered.

Here, all these factors support the requested attorney's fees.

First, Class Counsel obtained a significant monetary benefit in this Settlement for the Class. Bylsma Decl., ¶42. The estimated Net Settlement Amount is $1,051,892.60 – reflecting approximately $1,054.00 per Class member (if divided equally among 998 Class members)[3] and $12.70 per workweek (with 82,831 workweeks). *Id*.

Further, the Net Settlement Amount reflects a significant percentage of Defendants' estimated undiscounted exposure, and an even greater percentage of Defendants' estimated discounted exposure. *Id.,* ¶43. The Net Settlement Amount is an excellent result achieved in light of the uncertainty and risk of the outcome of further litigation. *Id*.

Second, Class Counsel are experienced class action litigators. *See id*., ¶¶8-12; Declaration of Vartan Madoyan in Support of Plaintiff's motion for an Award of Attorneys' Fees and Costs and Incentive Award, filed concurrently herewith ("Vartan Decl."), ¶¶13-17. Class Counsel invested more approximately 869.6 hours to this litigation. Bylsma Decl., ¶50; Vartan Decl., ¶11. This experience and expertise, combined with the high quality of work performed in this case by Class Counsel, resulted in the Settlement achieved.

Third, as reflected by the record, the Settlement was achieved through Class Counsel's determined pursuit of the best possible outcome, refusing to settle at the first opportunity and instead persistently pushing for more. *Id*., ¶44. Class Counsel's initial formal litigation efforts resulted in the Parties' agreement to attend private mediation. *Id*. When that mediation was unsuccessful, Class Counsel pushed for additional discovery and ensured that it would have the opportunity to speak to numerous Class members in order to collect a record of their work experiences. *Id*. The Parties then attended a second mediation, and again, Class Counsel refused to settle the case for inadequate consideration. *Id*. The unsuccessful mediation resulted in a mediator's proposal that both Parties ended up finally accepting. *Id*.

As noted, after Plaintiff filed a motion for preliminary approval, Defendants became aware of an inadvertent error in the aggregate calculation of workweeks, whereby the total number of workweeks

[3] This amount does not include the additional payment that will be made from the PAGA payment. The $25,000 civil penalties to employees reflects approximately an additional $50 per employee (with approximately 500 PAGA aggrieved employees).

was materially ***less*** than what was previously estimated. *Id*., ¶45. Rather than accepting a revised settlement proposal that was adjusted down for the reduction in workweeks, Class Counsel negotiated and ensured that amended Settlement resulted in an ***increase*** in settlement consideration to each Class member. *Id*. Although the amended Settlement resulted in a ***significant decrease*** in Class Counsel's request for attorneys' fees (from approximately $875,000 to $647,500), the amended Settlement resulted in an ***increase*** in settlement consideration to each Class member (excluding the PAGA penalties, the Net Settlement Amount from approximately $10.53 per workweek to $12.60 per workweek). *Id*.

Fourth, Class Counsel litigated this Consolidated Action on a contingent basis. In this case, there was no guarantee of compensation or reimbursement. *Id*., ¶46. Rather, Class Counsel shouldered all the risks of this litigation and had to forego opportunities to litigate other cases, incurred the risk of non-recovery after a substantial investment of time, money, and resources, and have done so since the inception of the cases without any payment or compensation. *Id*. The inherent risk of proving liability and damages on a class-wide basis and Defendants' representation by skillful counsel confronted Class Counsel with the very real prospect of recovering nothing or close to nothing for their commitment to and investment in the case. *Id*.

Nevertheless, Class Counsel committed themselves to developing and pressing Plaintiff's legal claims to enforce employees' rights and maximize monetary recovery for the Class. *Id*., ¶47.

Attorneys who litigate on a wholly or partially contingent basis expect to receive significantly higher effective hourly rates in cases where compensation is contingent on success, particularly in hard-fought cases where, like in the case at bar, the result is uncertain. This does not result in any windfall or undue bonus. In the legal marketplace, a lawyer who assumes a significant financial risk on behalf of a client rightfully expects that his or her compensation will be significantly greater than if no risk was involved (*i.e*., if the client paid the bill on a monthly basis), and that the greater the risk, the greater the "enhancement." If, despite these hardships and risks, Class Counsel are paid only basic hourly rates multiplied by the number of hours worked on the case, they would not be fairly compensated for the hardships and serious risks they incurred. *See* Posner, Economic Analysis of the Law, 534, 567 (4th ed. 1992) ("A contingent fee must be higher than a fee for the same legal services paid as they are performed … because the risk of default (the loss of the case, which cancels the debt of the client to the lawyer) is much higher than that of conventional loans").

Adjusting court-awarded fees upward in contingent fee cases to reflect the risk of recovering no compensation whatsoever for hundreds of hours of labor simply makes those fee awards consistent with the legal marketplace, and in so doing, helps to ensure that meritorious cases will be brought to enforce important public interest policies and that clients who have meritorious claims will be better able to obtain qualified counsel. This commitment and the risks involved are precisely the reasons for multipliers in contingency fee cases. *See, e.g., Sonoma Land Tr. v. Thompson*, 63 Cal. App. 5th 978, 986 (2021) ("In contingent fee cases, a fee enhancement compensates the lawyer for having taken the case despite the risk of receiving no payment in the event of a loss or the risk of a delayed payment in the event of a victory."); *Wershba v. Apple Computer, Inc*., 91 Cal. App. 4th 224, 255 (2001), disapproved on other grounds in *Hernandez v. Restoration Hardware, Inc*., 4 Cal. 5th 260, 270 (2018) ("Multipliers can range from 2 to 4 or even higher."); *In re NCAA Ath. Grant-In-Aid Cap Antitrust Litig*., No. 4:14-md-2541-CW, 2017 U.S. Dist. LEXIS 201108, at *22 (N.D. Cal. Dec. 6, 2017) (noting a district court observation that "during 30 year period from 1973-2003, [the] average multiplier approved in common fund class actions was 3.89"; "Indeed, multipliers of 4.0 and above are frequently applied in granting fee awards from common funds"); *Sternwest Corp. v. Ash*, 183 Cal. App. 3d 74, 76 (1986) (in a PAGA action - "The case is, therefore, remanded to the trial court with directions to enhance the lodestar award by such factor (two, three, four or otherwise) that the court, in its discretion shall deem proper."); *Vizcaino v. Microsoft Corp*., 290 F.3d 1043, 1051 (9th Cir. 2002) (affirming 3.65 multiplier as "within the range of multipliers applied in common fund cases").

Here, as discussed further below, rather than being a 2x, 3x, or 4x lodestar, the attorneys' fees requested by Class Counsel is approximately equal to its lodestar.

Fifth, as discussed above in Section III.A.1, the request for attorney's fees in the amount of 35% of the common fund falls well within the range accepted by state and federal courts in California in comparable wage-and-hour actions.

In short, the requested fee award is fair and reasonable when considering relevant factors.

3. A Lodestar Cross-Check Supports the Fee Request

The trial court may use an abbreviated lodestar "cross-check" for common-fund awards if the court considers it useful. *Laffitte*, 1 Cal. 5th at 504-05. In conducting a lodestar cross-check, the court is not "required to closely scrutinize each claimed attorney-hour." *Id.* at 505. An evaluation may be done by reviewing "counsel declarations summarizing overall time spent." *Id*.

In conducting a lodestar cross-check, the Court first determines a lodestar value for the fees by multiplying the time reasonably spent by plaintiff's counsel on the case by a reasonable hourly rate. *In re Consumer Privacy Cases*, 175 Cal. App. 4th 545, 556-57 (Cal. App. 2009). To determine whether the requested rate is reasonable, courts look to the prevailing rate for similar work in the pertinent geographic region. *PLCM Group v. Drexler*, 22 Cal. 4th 1084, 1096-97 (Cal. 2000) (using prevailing hourly rate in community for comparable legal services even though party used in-house counsel). Here, Class Counsel's hourly rates are comparable to those charged by other class action plaintiff's counsel and the firms defending class actions and have been approved by numerous federal and state courts. *See* Bylsma Decl., ¶51.

For example, SWCK hourly rates were recently found to be reasonable for purposes of a lodestar crosscheck by the court in *Lopez v. Eurofins Scientific, Inc., et al.* (Case No. 3:21-cv-08652-LB) (Northern District of California, February 15, 2024) ("The Court finds the fee award is further supported by a lodestar crosscheck, whereby it finds that SWCK's hourly rates are reasonable, that the estimated hours expended are reasonable, and that the multiplier is reasonable in light of the above.") and in *Wright, et al. v. Frontier Management LLC, et al.* (Case No. 2:19-cv-01767-JAM-CKD) (Eastern District of California, March 13, 2023) ("The Court finds that Class Counsel's hourly rates are within the prevailing range of hourly rates charged by attorneys providing similar services in class action, wage-and-hour cases in California"). *Id*. Other courts who have found SWCK hourly rates to be reasonable include the court in *Villafan v. Broadspectrum Downstream Services, Inc.,* Case No. 3:18-cv-06741-LB, ECF 150 (N.D. Cal. Apr. 8, 2021) (awarding one-third fee award, plus costs, and holding that SWCK's "billing rates are normal and customary (and thus reasonable) for lawyers of comparable experience doing similar work"); and *Amaraut v. Sprint/United Mgmt.,* wherein the Court found that "the fee award is further supported by a lodestar crosscheck, whereby it finds that the hourly rates of

Schneider Wallace Cottrell Konecky LLP … are reasonable, and that the estimated hours expended are reasonable." *Amaraut v. Sprint/United Mgmt. Co*., 2021 U.S. Dist. LEXIS 147176, *29 (S.D. Cal. Aug. 5, 2021). *Id*. The prior litigation rates for SWCK were also found to be reasonable for purposes of a lodestar crosscheck by Judge Vince Chhabria in *Soto v. O.C. Communications, Inc.,* Case No. 3:17-cv-00251-VC, ECF 304, 305 (N.D. Cal. Oct. 23, 2019) (in late 2019, finding that "the fee award is further supported by a lodestar crosscheck, whereby it finds that the hourly rates of Schneider Wallace Cottrell Konecky Wotkyns LLP … are reasonable, and that the estimated hours expended are reasonable."). *Id*.

Class Counsel's aggregate lodestar is currently estimated at approximately $612,515.50 based on approximately 896.6 hours of attorney and staff time. Bylsma Decl., ¶50; Vartan Decl., ¶¶11-12. Class Counsel's lodestar will increase because of preparation for and attendance at the Final Approval Hearing and the settlement administration process. *Id.* These additional fees, which are not part of Class Counsel's lodestar, will be incurred in working with the settlement administrator, completing the final accounting of the settlement, gathering relevant declarations, and responding to questions by Class Members. *Id.* Although this time is not captured in Class Counsel's lodestar, these additional fees are a necessary part of completing the settlement process. *Id.*

The attorneys' fees requested by Class Counsel is basically equal to its lodestar (approximately a 1.06x multiplier) and is a more than reasonable and fair payment. *See e.g.*, *Wershba*, 91 Cal. App. 4th at 255 ("Multipliers can range from 2 to 4 or even higher.").

4. The Litigation Costs are Fair and Reasonable

Attorneys are permitted to recover their litigation costs and expenses under the California Labor Code and the common-fund doctrine. Cal. Lab. Code §§ 218.5, 226, 1194, 2699; *Serrano*, 20 Cal.3d at 35.

Here, Class Counsel requests reimbursement of their actual out-of-pocket expenses incurred to prosecute this action, in the amount of $21,657.40. *See* Bylsma Decl., ¶52; Vartan Decl., ¶19. Class Counsel incurred regular costs in pursuing the claims in this Consolidated Action, including costs for filing and service, mediation costs, and document retrieval and printing costs. *Id*., All of these expenses were reasonable and necessary for the successful prosecution of this litigation and are customarily billed to fee-paying clients. *Id*.

B. The Proposed Plaintiff's Incentive Award Is Reasonable.

Enhancement awards "are intended to compensate class representatives for work done on behalf of the class, to make up for financial or reputational risk undertaken in bringing the action, and, sometimes, to recognize their willingness to act as a private attorney general." *Cellphone Termination Fee Cases*, 186 Cal. App. 4th 1380, 1393–94 (2010).

The requested Incentive Award fees are supported by several factors. First, Plaintiff has substantially contributed his time and efforts over a period of ***more than three years*** (between the initial PAGA notice and the Settlement), in pursuing the Class and PAGA claims, and Plaintiff's role was crucial in this case. Bylsma Decl., ¶54. *See also* Declaration of Luis R. Chavarria Ramirez in Support of Plaintiff's Motion for Preliminary Approval of Class and PAGA Action Settlement ("Ramirez Decl."), ¶6.

Class and representative actions may be derailed if class representatives lose stamina particularly over a long period of time. *See e.g., Hitt v. Ariz. Bev. Co., LLC*, No. 08cv809WQH-POR, 2009 U.S. Dist. LEXIS 109702, at *11 (S.D. Cal. Nov. 24, 2009) (necessitating a contested motion to amend because the "present class representative decided not to proceed for personal reasons"); *Bush v. Vaco Tech. Servs., LLC*, No. 17-cv-05605-BLF, 2018 U.S. Dist. LEXIS 74613, at *7 (N.D. Cal. May 2, 2018) (putative class counsel noting that "they have experienced a breakdown in communications with [the plaintiff] and the future of the [] action is uncertain"). Here, Plaintiff's commitment over a period of more than three years was a indispensable causal factor of making this Settlement a reality. Bylsma Decl., ¶54.

Second, Plaintiff expended significant efforts in fulfilling his role as class representative, including devoting significant time communicating with Class Counsel, working with Class Counsel to review facts and answer questions, assisting Class Counsel in their repeated mediation efforts, and remaining apprised of the case since electing to become a proposed Class representative. Bylsma Decl., ¶55; Ramirez Decl,. ¶¶7-8.

Third, Plaintiff's efforts resulted in a significant monetary benefit in this Settlement for the Class. The estimated Net Settlement Amount is $1,051,892.60 – reflecting approximately $1,054.00 per Class member (if divided equally among 998 Class members)[4] and $12.70 per workweek (with 82,831 workweeks). Bylsma Decl., ¶56.

Fourth, Plaintiff took the significant risk of coming forward to represent the interests of his fellow employees. Bylsma Decl., ¶57.He stepped into this matter so that the class claims could proceed out of a sincere desire to see through the adjudication of Defendants' treatment of their employees. *Id*. As a result of his service, he subjected himself to considerable risk with regards to having his name in the public forum. *Id*.

Fifth, Plaintiff agreed to a general release of claims so that the Settlement could be achieved. Bylsma Decl., ¶58; Ramirez Decl., ¶ 9. Unlike all other Class members who are releasing just the claims that were brought or could have been brought in this Consolidated Action, Plaintiff has agreed to release any and all claims against Defendants in order to make this Settlement a reality. *Id*.

Sixth, Plaintiff's requested award is in line with awards in other similar class action settlements in California. *See e.g., Senne v. Kan. City Royals Baseball Corp*., No. 14-cv-00608 JCS, 2023 U.S. Dist. LEXIS 54274, at *70 (N.D. Cal. Mar. 29, 2023) (noting that a $15,000 award for the plaintiffs designated class representatives "are easily justified and in line with awards in other class action settlements in complex cases" and citing numerous wage and hour cases awarding $15,000 awards).

Considering all of the above factors, Plaintiff's Incentive Award of $15,000.00 is reasonable and should be granted.

IV. CONCLUSION

For the foregoing reasons, Plaintiff respectfully requests that the Court grant this Motion.

DATE: March 28, 2025

SCHNEIDER WALLACE
COTTRELL KONECKY LLP

By: Esther Lee Bylsma

Carolyn H. Cottrell

[4] This amount does not include the additional payment that will be made from the PAGA payment. The $25,000 civil penalties to employees reflects approximately an additional $50 per employee (with approximately 500 PAGA aggrieved employees).

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