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UNITED STATES DISTRICT COURT

CENTRAL DISTRICT OF CALIFORNIA

TYRONE JOHNSON, TERRENCE KENNEDY; individually, and on behalf of other members of the general public similarly situated and on behalf of other aggrieved employees pursuant to the California Private Attorneys General Act;

Plaintiffs,

vs.

PARSEC, INC. D/B/A/ OHIO PARSEC, INC., an Ohio corporation; and DOES 1 through 100, inclusive,

Defendants.

Case No. 2:22-cv-06930-AH-MAR

Honorable Anne Hwang

CLASS ACTION

PLAINTIFFS' NOTICE OF MOTION AND MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT, CLASS REPRESENTATIVE SERVICE PAYMENTS, CLASS COUNSEL FEES PAYMENT, AND CLASS COUNSEL LITIGATION EXPENSES PAYMENT; MEMORANDUM OF POINTS AND AUTHORITIES

Date:	November 12, 2025
Time:	1:30 PM
Courtroom:	7D
Complaint Filed:	August 8, 2022
FAC Filed:	November 15, 2024
Trial Date:	None Set

PLEASE TAKE NOTICE that on November 12, 2025 at 1:30 p.m. or as soon thereafter as the matter may be heard before the Honorable Anne Hwang in Courtroom 7D of the United States District Court of the Central District of California, at the First Street U.S. Courthouse, 350 W. 1st Street, Los Angeles, California 90012-1565, Plaintiffs Tyrone Johnson, Terrence Kennedy, and James Walker ("Plaintiffs") will, and hereby do, move for an order:

1. Approving the proposed class action and Private Attorneys General Act ("PAGA") settlement described herein and as set forth in the parties' Class Action and PAGA Settlement Agreement ("Settlement," "Agreement," or "Settlement Agreement") on the grounds that the Settlement is fair, adequate, and reasonable because:

- A Net Settlement Amount of approximately **$2,306,463.70** will be distributed to the Class Members who did not submit timely and valid Request for Exclusion ("Participating Class Member");
- **No Objections** were submitted to the Administrator, Phoenix Administrators ("Administrator");
- **No Requests for Exclusion** was submitted to the Administrator as of the date of this Motion; and

2. Approving payment in the amount of $500,000.00 for PAGA Penalties to the State of California and the Aggrieved Employees;

3. Approving payment in the amount of $18,000.00 to the Administrator for Administrator Expenses Payment;

4. Approving payments in the amounts of $15,000.00 to Plaintiff Tyrone Johnson, $12,500.00 to Plaintiff Terrence Kennedy, and $7,500.00 to Plaintiff James Walker as a Class Representative Service Payments, for their time and effort in representing the Class; and

5. Approving payment in the amount of $1,566,634.30 for Class Counsel Fees Payment and $39,063.57 for Class Counsel Litigation Expenses.

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This motion is based on the following Memorandum of Points and Authorities; the Declarations of the Class Representatives (Tyrone Johnson, Terrence Kennedy, and James Walker), Administrator (Mayra Gonzalez of Phoenix Settlement Administrators), and Class Counsel (Elizabeth Parker-Fawley) in support thereof; the pleadings and other records on file with the Court in this matter; and upon such documentary evidence and oral argument as may be presented at the hearing on this Motion.

Dated: October 15, 2025

LAWYERS *for* JUSTICE, PC

By: */s/ Elizabeth Parker-Fawley*

Elizabeth Parker-Fawley
Attorneys for Plaintiffs and the Class

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MEMORANDUM OF POINTS AND AUTHORITIES

I. SUMMARY OF MOTION

Plaintiffs Tyrone Johnson, Terrence Kennedy, and James Walker ("Plaintiffs" or "Class Representatives") seeks final approval of the Class Action and PAGA Settlement Agreement (together "Settlement," "Agreement," or "Settlement Agreement")[1] entered into by and between Plaintiffs, individually and on behalf of all others similarly situated and all other aggrieved employees, and Defendant Parsec, Inc. ("Defendant").

The Settlement provides for a Gross Settlement Amount of $4,476,098.00 and seeks relief on behalf of the following Class: All current and former hourly-paid or non-exempt employees employed by Defendant in the State of California at any time from August 8, 2018 through September 27, 2023 ("Class" or "Class Members."). There are 2,387 Participating Class Members in this Settlement, which represents 100% of the Class.

The Settlement is fair, adequate, and reasonable, and is the product of arm's-length, good-faith negotiations by experienced counsel, presided over by a highly regarded mediator who is experienced in mediating wage-and-hour class action lawsuits. The Settlement has been well received by the Class—as of the Response Deadline, *not a single Class Member has objected to the Settlement or requested exclusion*.[2] Accordingly, the Court should grant final approval of the Settlement, and all payments allocated and provided for by the Settlement Agreement.

II. PROCEDURAL HISTORY AND FACTUAL BACKGROUND

On May 23, 2022, Plaintiff Johnson provided written notice by certified mail to the LWDA and Defendant of his intent to seek civil penalties pursuant to PAGA

[1] A copy of the fully-executed Settlement Agreement is attached as "EXHIBIT 1" to the Declaration of Elizabeth Parker-Fawley in Support of Plaintiffs' Motion for Final Approval of Class Action and PAGA Settlement ("Parker-Fawley Decl.").

[2] Declaration of Mayra Gonzalez with Respect to Notice and Settlement Administration ("Phoenix Decl."), ¶¶ 9-11.

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and of the specific provisions of the California Labor Code that were alleged to be violated ("Johnson PAGA Notice"). Parker-Fawley Decl. ¶ 2. On June 1, 2022, Plaintiff Kennedy provided written notice by certified mail to the LWDA and Defendant of the specific provisions of the alleged California Labor Code violations ("Kennedy PAGA Notice"). *Id.* ¶ 3.

On August 5, 2022, Plaintiffs Johnson and Kennedy filed a Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. ("PAGA Action") against Defendant in the Los Angeles County Superior Court, Case No. 22STCV25427. *Id.* ¶ 4. On August 8, 2022, Plaintiffs Johnson and Kennedy also filed a Class Action Complaint for Damages against Defendant in the Los Angeles County Superior Court, Case No. 22STCV25562 ("Class Action," and together with the PAGA Action, the "Actions"). *Id.* ¶ 5.

On September 26, 2022, Defendant removed the Class Action to the United States District Court for the Central District of California (the "Court"), and the case is assigned case number 2:22-cv-06930-AH-MAR. *Id.* ¶ 6; Dkt. No. 1.

On June 21, 2023, Plaintiff James Walker provided written notice by certified mail to the LWDA and Defendant of the specific provisions of the alleged California Labor Code violations ("Walker PAGA Notice"). Parker-Fawley Decl. ¶ 12.

On June 29, 2023, the Parties participated in a full-day global mediation that encompassed both the PAGA Action and Class Action with Mark Rudy, Esq. (the "Mediator"), a well-respected mediator experienced in mediating complex labor and employment matters. *Id.* ¶ 13. After the mediation, the Parties reached a settlement in principle and thereafter continued to negotiate essential terms following mediation. *Id.* ¶ 26.

On May 24, 2024, the Parties sought to amend the complaint in the PAGA Action in order to seek approval of the Settlement Agreement in a single forum. Parker-Fawley Decl. ¶ 14. On June 20, 2024, the Parties also filed a Motion for Preliminary Approval of Class Action Settlement and Approval of PAGA

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Settlement ("Motion for Preliminary Approval") in the Los Angeles County Superior Court. *Id.* ¶ 15.

After the Superior Court denied Plaintiffs' request to amend the PAGA Action complaint, the Parties subsequently filed a Joint Stipulation and [Proposed] Order to Lift Stay and Grant Leave to File an Amended Complaint on July 24, 2024 in order to consolidate the PAGA Action into the Class Action, as well as add James Walker as a named plaintiff, PAGA representative, and putative class representative in accordance with the terms of the Settlement. *Id.* ¶¶ 16–17; Dkt. 50. Plaintiffs filed a First Amended Class Action Complaint for Damages & Enforcement under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. ("Operative Complaint") on November 15, 2024. Id. ¶ 17; Dkt. 52.

III. <u>SUMMARY OF THE SETTLEMENT TERMS AND PLAN OF DISTRIBUTION</u>

Under the terms of the Settlement Agreement, Defendant will pay a Gross Settlement Amount of $4,476,098.00. Settlement Agreement ¶ 3.1. Subject to approval by the Court, the Net Settlement Amount will be calculated by deducting the following amounts from the Gross Settlement Amount: (1) PAGA Penalties in the amount of $500,000.00; (2) Class Counsel Fees Payment in an amount of $1,566,634.30 (i.e., up to 35% of the Gross Settlement Amount) and Class Counsel Litigation Expenses of $39,063.57; (3) Administrator Expenses Payment of $18,000.00 to the Administrator, Phoenix Settlement Administrators; and (4) Class Representative Service Payments in the amounts of $15,000.00, $12,500.00, and $7,500.00 to Plaintiffs Johnson, Kennedy, and Walker, respectively. Settlement Agreement ¶¶ 3.2.

The Net Settlement Amount, which is estimated to be $2,306,463.70 will be distributed to Participating Class Members in accordance with the Settlement Agreement. Phoenix Decl. ¶ 14; Settlement Agreement ¶ 3.2.4. The PAGA Penalties will be paid 75% ($375,00.00) to the California Labor & Workforce Development

Agency ("LWDA") and 25% ($125,00.00) to the Aggrieved Employees. Settlement Agreement ¶ 3.2.5.

Funds represented by Individual Settlement Payment checks returned as undeliverable and Individual Settlement Payment checks remaining un-cashed for more than one hundred and eighty (180) calendar days after issuance will be cancelled and the funds associated with the un-cashed checks will be tendered to the California State Controller as unclaimed property in the name of the Class Member. *Id.*, ¶ 4.4.3.

IV. THE SETTLEMENT ADMINISTRATION PROCESS

On July 11, 2024, the Administrator received Class List from Defendant. Phoenix Decl., ¶ 3. The Class List contained information for 2,837 individuals identified as Class Members. *Id*. The Administrator processed the names and addresses through the National Change of Address Database ("NCOA") and updated the Class List with any updated addresses located. *Id.*, ¶ 4.

On July 25, 2025, the Administrator mailed the Class Notice via first class mail to 2,837 individuals identified as Class Members in the Class List. Phoenix Decl., ¶ 5. On August 11, 2025, the Administrator mailed CAFA Notices on behalf of Defendant to the 11 states in which Settlement Class Members reside based on the Class List. *Id.*, ¶ 6.

As of the date of this Motion, 17 Class Notices were returned as undeliverable with no forwarding address. Phoenix Decl., ¶ 7. The Administrator performed a skip-trace search on the 17 Class Notices that were returned without forwarding addresses, located an updated address for 16 Class Members, and promptly re-mailed the Notice to the updated addresses. *Id*. Ultimately, as of the date of this Motion, one Class Notices remains undeliverable because an updated address was not located through skip-tracing. *Id.*, ¶ 8. As of the date of this Motion, the Administrator has not received any Objections or Requests for Exclusion from Class Members. *Id.*, ¶ 9-10.

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To date, there are 2,837 Class Members who did not submit a timely and valid Request for Exclusion ("Participating Class Members"), and who will be paid their portion of the Net Settlement Amount. Phoenix Decl., ¶ 12. Pursuant to the terms of the Settlement, the Net Settlement Amount of approximately $2,306,463.70 will be distributed to Participating Class Members in accordance with the terms of the Settlement. Phoenix Decl., ¶ 14. The highest Individual Settlement Share is currently estimated to be $2,077.11 and the average Individual Settlement Payment is currently estimated to be $812.99. *Id.*, ¶ 15. The Aggrieved Employees' share of the PAGA Penalties will also be distributed to the Aggrieved Employees. *Id.*, ¶ 16.

V. THE COURT SHOULD GRANT FINAL APPROVAL OF THE CLASS ACTION SETTLEMENT.

The trial court has broad discretion to determine whether a class action settlement is fair and reasonable. *Chavez v. Netflix, Inc.* (2008) 162 Cal.App.4th 43, 52. To determine whether the settlement is fair and reasonable, courts consider relevant factors such as:

> the strength of plaintiffs' case, the risk, expense, complexity and likely duration of further litigation, the risk of maintaining class action status through trial, the amount offered in settlement, the extent of discovery completed and the stage of the proceedings, the experience and views of counsel, the presence of a governmental participant, and the reaction of the class members to the proposed settlement.

Dunk v. Ford Motor Co. (1996) 48 Cal.App.4th 1794, 1801. "The list of factors is not exclusive and the court is free to engage in a balancing and weighing of the factors depending on the circumstances of each case." *Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 245. "Due regard should be given to what is otherwise a private consensual agreement between the parties." *Dunk*, *supra*, 48 Cal.App.4th at 1801.

The proponent of the settlement has the burden to show that it is fair and reasonable. *Wershba*, *supra*, 91 Cal.App.4th at 245. At the final approval stage, a presumption of fairness exists where, as here: "(1) the settlement is reached through arm's-length bargaining; (2) investigation and discovery are sufficient to allow

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counsel and the court to act intelligently; (3) counsel is experienced in similar litigation; and (4) the percentage of objectors is small." *Dunk*, *supra*, 48 Cal.App.4th at 1802. In reviewing a class settlement, the court need not reach any ultimate conclusions on the issues of fact and law that underlie the merits of the dispute. *7-Eleven Owners for Fair Franchising v. Southland Corp.* (2000) 85 Cal.App.4th 1135, 1146. The inquiry is not whether the settlement agreement is the best one that class members could have possibly obtained, but whether the settlement, taken as a whole, is "fair, adequate, and reasonable." *Chavez v. Netflix, Inc.* (2008) 162 Cal.App.4th 43, 55. A settlement need not obtain 100 percent of the damages sought in order to be fair, reasonable, and ultimately, meaningful. *Wershba*, *supra*, 91 Cal.App.4th at 251. Even if the proposed settlement affords relief that is substantially narrower than it would be if the case were to be successfully litigated, that is no bar to a class settlement because the public interest may indeed be served by a voluntary settlement in which each side gives ground in the interest of avoiding prolonged litigation. *Id.*

A. **<u>The Settlement Resulted from Arm's-Length Negotiations Based Upon Extensive Investigation and Discovery.</u>**

The Parties actively litigated the case since it commenced on August 5, 2022. Both sides used the pre-mediation time period to investigate the veracity, strength, and scope of the claims, and Class Counsel was actively preparing the matter for class certification and trial. Parker-Fawley Decl., ¶ 25.

The Parties exchanged a large volume of information, documents, and data throughout the course of the litigation and in connection with mediation and settlement negotiations. *Ibid*. Class Counsel reviewed thousands of pages of data and documents produced as a result of this discovery, including, but not limited to: Plaintiffs' and other Class Members' employment records; a detailed sampling of Class Members' time and pay data; Defendant's Employee Handbooks, agreements, internal memoranda, job titles and descriptions, operations and employment

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practices, forms, procedures, and policies, among other information and documents. *Id.* ¶ 26. Class Counsel also deposed two witnesses under Rule 30(b)(6) on topics regarding Defendant's organizational structure, wage and hour policies and practices, and the job duties performed by Class Members. Moreover, Class Counsel prepared for and defended the full-day deposition of Plaintiff Johnson. Class Counsel also prepared for and attended court proceedings, mediation, and settlement negotiations, among other tasks. *Id.* Class Counsel developed liability, damages, and penalties valuation models in the course of litigation and in connection with mediation and settlement negotiations. Class Counsel also met and conferred with Defendant's counsel on numerous occasions, e.g., to discuss issues relating to the pleadings, case management, discovery, the production of information, documents, and data in the course of litigation and in connection with mediation and settlement negotiations, and mediation and settlement.

After conducting significant into the facts and law during the prosecution of the case, counsel for the parties engaged in extensive settlement negotiations to try to resolve the matter. These efforts included participating in a formal, full-day mediation conducted by Mark Rudy, Esq., a well-respected mediator experienced in mediating complex wage-and-hour matters. Parker-Fawley Decl., ¶ 25. In the course of mediation and settlement discussions, the Parties exchanged information, documents, and data, and discussed various aspects of the case, including the risks and delays of further litigation, the risks and expenses to the Parties of proceeding with class certification, the law relating to off-the-clock theory, meal and rest periods, and wage-and-hour enforcement, as well as the evidence produced and analyzed, and the possibility of appeals, among other things. *Ibid.* During all settlement discussions, the Parties conducted their negotiations at arm's length in an adversarial position. *Ibid.* Arriving at a settlement that was acceptable to both Parties was not easy. Defendant and its counsel felt strongly about their ability to prevail

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on the merits and at certification, and Plaintiffs and Class Counsel believed that they would be able to obtain class certification and prevail at trial. *Ibid.*

With the aid of the mediator's evaluation, the parties ultimately agreed that the case was well-suited for settlement given the legal issues relating to Plaintiffs' principal claims, as well as the costs and risks to the parties that would attend further litigation. *Ibid.* The Settlement takes into account the strengths and weaknesses of each side's position and the uncertainty of how the case might have concluded at certification, trial and/or appeals. The Settlement Agreement reached was based on this large volume of facts, evidence, and investigation. *Id.*, ¶¶ 25-27.

B. <u>The Risks Inherent in Continued Litigation Favor Final Approval of the Settlement.</u>

The Settlement, which provides for a Gross Settlement Amount of $4,476,098.00, represents a fair, adequate, and reasonable resolution of the case, given the risks inherent in litigating class and representative claims through certification proceedings, trial, and/or appeals. Parker-Fawley Decl., ¶ 27. The Settlement was calculated using the information and data uncovered during extensive investigation, formal discovery, and the informal exchange of information in the context of mediation. *Id.*, ¶¶ 25-27. Had the action not settled, Defendant would have vigorously challenged class certification and liability. Defendant contended that individualized questions of fact predominated over any common issues, and these issues would pose challenges to certification. Defendant would have likely argued again at trial, if any, that Plaintiffs' claims were not appropriate for class-wide adjudication. On the other hand, Defendant also faced the risk of the Court certifying a class and allowing a jury to decide Plaintiffs' claims on a class-wide and/or representative basis. Additionally, preparation for trial would have been expensive for all parties.

It is preferable to reach an early resolution of a dispute because such resolutions save time and money that would otherwise go to litigation. If this matter

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had settled after further litigation, the settlement amount would have taken into account the additional costs incurred, and there would have been less money available for Class Members after all was said and done.

This is not just an abstract contention. The risks and expenses of further litigation outweighed any benefit that might have been gained otherwise. These risks of further litigation include a determination that the claims were unsuitable for class treatment adjudication, class de-certification after certification of a class, allowing a jury to decide the claims asserted in the case, and the real possibility of no recovery after years of litigation. Additionally, the Parties were moving into a phase of the litigation where they would have to conduct a significant amount of additional discovery, including and not limited to, depositions of expert witnesses and percipient witnesses, such as managers, supervisors, and other current and former employees throughout the State of California. More discovery would have certainly followed, which would have cost the Parties additional time and money. In contrast, the Settlement provides real and significant benefits for the Class here and now, while avoiding the further expenses, risks, and delay of prolonged litigation with only the possibility of recovery.

It would be grossly inefficient for such a large class of current and former employees to bring individual actions to recover from Defendant for the alleged violations of wage-and-hour laws. Moreover, the potential individual recovery that could be obtained by a Class Member would not be significant enough to provide him or her with the incentive to sue. By granting final approval of the Settlement, the Court can approve a resolution that provides a certain and substantial recovery for Class Members.

C. <u>The Settlement Is Fair, Reasonable, and Adequate.</u>

The Settlement, which provides for a Gross Settlement Amount of $4,476,098.00, represents a fair, reasonable, and adequate resolution of the case. The Settlement was calculated using information and data uncovered through

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extensive case investigation, and the exchange of information in the context of preparing for mediation and conducting ongoing settlement negotiations. The Settlement takes into account the potential risks and rewards inherent in any case and, in particular, in this matter. Moreover, considering all of the facts in the case, the Gross Settlement Amount represents a considerable recovery.

Even after deducting the Class Counsel Fees Payment in the amount of $1,566,634.30, Class Counsel Litigation Expenses in the amount of $39,063.57, Class Representative Service Payments in the amount of $35,000.00 total, and Administrator Expenses Payment in the amount of $18,000.00, and the Net Settlement Amount is currently estimated to be $2,306,463.70 plus the additional $500,000.00 in PAGA Penalties to be distributed to the Aggrieved Employees and the LWDA. Phoenix Decl., ¶ 14. Under the Settlement Agreement, each Participating Class Member will be paid a *pro rata* share of the Net Settlement Amount, based on the number of Workweeks credited to him or her. To date, there are 2,837 Participating Class Members, representing 100% of the Class. *Id.*, ¶ 12. The *highest* Individual Settlement Share to a Participating Class Member is currently estimated to be $2,077.11. and the *average* Individual Settlement Share is currently estimated to be at least $812.99. *Id.*, ¶ 15. These are significant recoveries, particularly in light of the risks of litigation.

At the final approval stage, "[a]n allocation formula need only have a reasonable, rational basis [to warrant approval], particularly if recommended by experienced and competent class counsel." *In re American Bank Note Holographics, Inc., Securities Litigation* (S.D.N.Y. 2001) 127 F.Supp.2d 418, 429-30. The *pro rata* allocation here is a fair and reasonable way to distribute the Net Settlement Amount given that Class Members largely worked regular, full-time workweeks. In light of the above considerations, Class Counsel believe that the Settlement as a whole is fair, reasonable, and adequate, and in the best interest of the Class Members. Parker-Fawley Decl., ¶ 27. Although the recommendations of Class Counsel are not conclusive, the Court can properly take the recommendations into account, particularly if Class Counsel appears to be competent, have experience with this type of litigation, and significant discovery and investigation have been completed, as is the case here. Conte & Newberg, *Newberg on Class Actions* (4th Ed., 2002) § 11.47. Accordingly, the Court should grant final approval of the Settlement.

D. There Are No Written Objections to the Settlement.

The Settlement has been well received by the Class – as of the date of this motion, ***not a single Class Member objected to the Settlement or request exclusion from the Settlement.*** Phoenix Decl., ¶¶ 9-10. Specifically, no objections have been made as to the Gross Settlement Amount or the allocations for PAGA Penalties, Class Counsel Fees Payment or Litigation Expenses, Class Representative Service Payments, or the Administrator Expenses Payment. California courts have consistently found that a small number of objectors indicates the class' support for a settlement and strongly favors final approval. *Wershba*, *supra*, 91 Cal.App.4th at 250-51 (final approval granted despite 20 objectors); *7-Eleven Owners*, *supra*, 85 Cal.App.4th at 1152-53 (final approval granted despite 9 objectors).

Here, the lack of any objections speaks volumes about the fairness, reasonableness, and adequacy of this Settlement. Accordingly, the Settlement as a whole is presumed to be fair, reasonable, and adequate, and the Court should grant final approval of the Settlement in its entirety. *Dunk*, *supra*, 48 Cal.App.4th at 1802.

VI. THE REQUESTED CLASS COUNSEL FEES PAYMENT SHOULD BE GRANTED

A. Legal Standard for Attorneys' Fees in a Class Action Settlement.

This case was removed to the United States District Court for the Central District of California under the Class Action Fairness Act ("CAFA"). Therefore, California law governs Plaintiff's motion for attorneys' fees. See *Ridgeway v. Wal-Mart Stores Inc*. (N.D. Cal. 2017) 269 F. Supp. 3d 975, 982; *Klein v. City of Laguna Beach* (9th Cir. 2016) 810 F.3d 693, 701 ("federal courts apply state law for attorneys' fees to state

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claims because of the Erie doctrine" (internal footnote omitted)); *see also Vizcaino v. Microsoft Corp.* (9th Cir. 2002) 290 F.3d 1043, 1047.Trial courts have "wide latitude" in assessing the value of attorneys' fees and their decisions will "'not be disturbed on appeal absent a manifest abuse of discretion.'" *Lealao v. Beneficial Cal., Inc.* (2000) 82 Cal.App.4th 19, 41; *Ketchum v. Moses* (2001) 24 Cal. 4th 1122, 1132 (The "experienced trial judge is the best judge of the value of professional services rendered in his court[.]"); *Cellphone Termination Fee Case*s (2009) 180 Cal.App.4th 1110, 1118. Where the settlement amount is a "certain easily calculable sum of money," courts may calculate fees as a reasonable percentage of the settlement. Weil and Brown, California Practice Guide, *Civil Procedure Before Trial*, Chapter 14, section 14:145; *Dunk*, *supra*, 48 Cal.App.4th at 1808. The percentage-of-the-benefit approach is preferred in class actions because "it better approximates the workings of the marketplace than the lodestar approach." *Lealao*, *supra*, 82 Cal.App.4th at 49.

California law provides that an award of attorneys' fees should be equivalent to fees paid in the legal marketplace for the result achieved and risk incurred. *See Lealao*, *supra*, 82 Cal.App.4th at 47; *Laffitte v. Robert Half Int'l, Inc.* (2016) 1 Cal.5th 480, 503. When an action leads to recovery that can be "monetized" with a reasonable degree of certainty, the trial court should "ensure that the fee awarded is within the range of fees freely negotiated in the legal marketplace in comparable litigation." *Lealao, supra,* 82 Cal.App.4th at 50. Fee awards that are too small will "chill the private enforcement essential to the vindication of many legal rights and obstruct the representative actions that often relieve the courts of the need to separately adjudicate numerous claims." *Lealao*, *supra*, 82 Cal.App.4th at 53. Therefore, fees in class and representative actions should approximate the probable terms of a contingent fee contracts negotiated by sophisticated attorneys and clients in comparable litigation. *Id.* at 48.

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B. A Fee Award of a Percentage of the Entire Fund Is Appropriate.

1. The Percentage-of-the-Benefit Approach.

Courts have long recognized that an appropriate method for determining an award of attorneys' fees is based on a percentage of the total value of benefits made available to class members by the settlement. See, *Boeing Co. v. Van Gemert* (1980) 444 U.S. 472, 478; *Vincent v. Hughes Air West, Inc.* (9th Cir. 1977) 557 F.2d 759, 769; *Serrano v. Priest* (1977) 20 Cal.3d 25, 34. The purpose of this equitable doctrine is to spread litigation costs proportionally among all beneficiaries so that the active beneficiary does not bear the entire burden alone. See *Vincent v. Hughes Air West, Inc.* (9th Cir. 1977) 557 F.2d 759, 769. When others may derive benefits from a litigant's efforts, the litigant may require the passive beneficiaries to compensate those who made the benefits available. See, R. Pearle, California Attorney Fee Awards (CEB, 1993) §7 A, p. 7-5. Both state and federal courts have embraced this approach. See, e.g., *Serrano, supra*, 20 Cal.3d at 35; *Crampton v. Takegoshi* (1993) 17 Cal.App.4th 308, 317; *Vincent, supra*, 557 F.2d at 769.

When this lawsuit was originally filed, not only was it inescapably contingent, but the prospect of a long, drawn-out battle with a defendant represented by experienced counsel was almost a certainty. By taking on this "battle" on a contingency basis, Class Counsel risked substantial economic loss if the results were not successful. This substantial risk is the reason that the courts approve the use of the percentage method when a settlement is obtained by the efforts of class counsel. *See Vizcaino v. Microsoft* (9th Cir. 2002) 290 F.3d 1043, 1048-49 (citations omitted).

In *Blum v. Stenson,* the United States Supreme Court approved the percentage of the fund as an appropriate fee award, stating that a "reasonable fee is based on a percentage of the fund bestowed on the class." *Blum v. Stenson* (1984) 465 U.S. 886, 900 n.16. Since *Blum*, federal courts, and particularly the Ninth Circuit, have increasingly rejected the lodestar approach and endorsed the percentage method as a fair way to calculate a reasonable fee when contingency fee litigation has produced a

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settlement. *Six Mexican Workers v. Arizona Citrus Growers* (9th Cir. 1990) 904 F.2d 1301, 1311; *Paul, Johnson, Alston & Hunt v. Graulty* (9th Cir. 1989) 886 F.2d 268, 272.

Compensating class counsel in class litigation on a percentage basis makes good sense because: (1) it is consistent with the private marketplace where contingent fee attorneys are customarily compensated on such a basis; (2) it aligns the interests of class counsel and absent class members in achieving the maximum possible resolution of the case; and (3) it encourages the most efficient and expeditious resolution of the litigation by providing an incentive for early, yet reasonable, settlement. Here, the requested attorneys' fees award in this case satisfies all of those factors and should be approved on a percentage basis.

2. The Requested Percentage Fee Should Be Awarded

The percentage method is intended to mirror the practice in the private marketplace where contingent-fee attorneys typically negotiate percentage-fee arrangements with their clients. One of the best ways to demonstrate the value of counsel's work to the class is to review the consideration agreed to be paid by the named plaintiffs. If the named plaintiffs have employed counsel on a contingency-fee basis, it would be inequitable for the class members, who will enjoy the benefits of the settlement without incurring the risks of litigation, to pay less than the named plaintiff. In this matter, Plaintiffs have agreed to a contingency fee of at least 35% of the recovery. Parker-Fawley Decl., ¶ 28.

Here, Class Counsel has obtained a substantial recovery on behalf of Plaintiff and the Class Members, and the results achieved justify the award of a fee that is equivalent of the standard market fee and that is consistent with the contingency-fee agreement entered into by and between Plaintiff and Class Counsel. Thus, the requested award of attorneys' fees is appropriate.

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C. A Class Counsel Fees Payment of 35% of the Settlement Is Supported by Ninth Circuit Precedent

The Ninth Circuit has made clear that when a settlement makes funds available to a class of persons, attorneys' fees for the plaintiffs' counsel are properly calculated as a percentage of the settlement amount. *See Williams v. MGM-Pathe Communications* (9th Cir. 1997)129 F.3d 1026, 1026-27.[3] Class Counsel seeks the approval of attorneys' fees in the amount of $1,566,634.30, which is 35% of the Gross Settlement Amount.

Substantial fee awards in successful cases encourage and support meritorious class actions, and thereby promote private enforcement of, and compliance with, the law. The viability of wage-and-hour laws, like other remedial statutes, depends on the ability of private litigants to seek redress through litigation. The success of these lawsuits depends, in part, on the willingness of attorneys to bring them. "Absent an award of fees that adequately compensates class counsel, the entire purpose and function of class litigation under Rule 23 of the Federal Rules of Civil Procedure will be [] subverted to the interest of those lawyers who would prefer to take minor sums to serve their self-interest rather than obtaining real justice on behalf of their injured clients." *Allapattah Services, Inc. v. Exxon Corp.* (S.D. Fla. 2006) 454 F.Supp.2d 1185, 1217.

In the Ninth Circuit, 25% of the settlement amount is the "benchmark" for attorneys' fees awarded under the percentage method. *Staton v. Boeing* (9th Cir. 2003), 327 F.3d 938, 968; *Vizcaino*, 290 F.3d at 1048. However, in federal district courts in California, attorneys' fees tend to be awarded above the 25% federal benchmark. *See Van Vranken v. Atl. Richfield Co.* (N.D. Cal. 1995) 901 F.Supp.294 at 297 (holding that fee awards of 30-50% are more typical where total recovery is less than $10 million); *Craft v. Cnty. of San Bernardino* (C.D. Cal. 2008) 624 F.Supp.2d 1123, 1127 (holding

[3] See also, *Boeing*, 444 U.S. at 480-81; *see also Six Mexican Workers*, 904 F.2d at 1311; *Masters v. Wilhelmina Model Agency, Inc.* (2d Cir. 2006) 473 F.3d 423, 437; *Waters v. International Precious Metals Corp.* (11th Cir. 1999) 190 F.3d 1291, 1295-96; *Glass v. UBS Financial Services, Inc.* (N.D. Cal. Jan. 26, 2007) 2007 WL 221862, *16.

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that fee awards in cases where the settlement amount is below $10 million are often more than the 25% benchmark); *Clayton v. Knight Transp.* (E.D. Cal. Oct. 30, 2013) 2013 WL 5877213, at *23 (acknowledging that fee awards in the Central District can be as high as 50%); *Singer v. Becton Dickinson and Co.* (S.D. Cal. June 1, 2010) 2010 WL 2196104, *8 (approving attorneys' fees of 1/3 of the settlement amount and holding that the award was similar to awards in other wage-and-hour class actions where fees ranged from 30.3-40%); *Romero v. Producers Dairy Foods, Inc.* (E.D. Cal. Nov. 14, 2007) 2007 WL 3492841 (recognizing that "fee awards in class actions average around one-third" of the settlement); *Vasquez v. Coast Valley Roofing, Inc.*, 266 F.R.D. 482, 491, 492 (E.D. Cal. 2010) (citing to wage-and-hour cases where courts approved awards ranging from 30-33%); and *Garcia v. Gordon Trucking, Inc.*, No. CV 10-0324 AWI (SKO), 2012 WL 5364575 (E.D. Cal. Oct. 31, 2012) (approving fees in the amount of 33% of the settlement).

In *Vizcaino*, the Ninth Circuit laid out the factors to be considered in adjusting a fee award from the "benchmark." *Vizcaino*, *supra*, 290 F.3d at 1047-1050. These factors include: (i) the size of the fund made available (and thus the resulting size of the percentage fee award); (ii) the results obtained; (iii) the risk taken on by plaintiffs' counsel in pursuing the case with no guarantee of victory or payment for the time and effort expended; (iv) incidental or non-monetary benefits conferred by the settlement; (v) the effort expended by plaintiffs' counsel; (vi) plaintiffs' counsel's reasonable expectations based on the circumstances of the case and fee awards in other cases; and, to a certain extent, and (vii) the percentage fee award originally contracted for between plaintiffs and plaintiffs' counsel. *Ibid.* Each of these factors favors the attorneys' fees award sought by Class Counsel; however, some of the most relevant factors to this Court's fee determination will be addressed herein.

1. The Risk Assumed by Class Counsel

Class Counsel has borne the risks and costs of litigation by taking this case on a contingency basis. Class Counsel invested time, effort, and money with no guarantee

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of recovery. In cases where the "recovery is far from certain," an award of more than 25% of the settlement amount as attorneys' fees, is appropriate. *In re Washington Public Power* (9th Cir. 1994) 19 F.4d 1291, 1300; *Vizcaino*, 290 F.3d, at 1048.

There is a real risk that no recovery will be obtained in complex class action cases, and numerous contingent-fee cases, such as here, have resolved with plaintiffs' counsel receiving no compensation whatsoever after devoting thousands of hours to litigation and advancing and incurring significant sums of out-of-pocket expenditures. Here, the risks of further litigation included a determination that the claims were unsuitable for class treatment and/or representative adjudication, class de-certification after certification of a class, allowing a jury to decide the claims, trial, and/or appeals.

Despite the risks involved in this case and the litigation obstacles, Class Counsel obtained a Settlement on behalf of the Class in the total amount of $4,476,098.00.

2. Efforts Expended by Class Counsel

The parties actively litigated this case since it commenced on August 2022. Both sides used the pre-mediation time period to investigate the veracity, strength, and scope of the claims, and Class Counsel was actively preparing the matter for class certification and trial. Parker-Fawley Decl., ¶¶ 24-27. As discussed above, Class Counsel conducted a thorough investigation into the facts of the case, including thorough formal and informal discovery of relevant documents and information. *Ibid*. These documents and information provided Class Counsel with a critical understanding of the nature of the work performed by Class Members and Defendant's written and unwritten policies, practices, and procedures, and were used in analyzing liability, damages, and penalties issues in connection with all phases of the litigation, and ultimately with mediation and settlement negotiations. *Ibid*. The parties also met and conferred on numerous occasions over issues relating to the pleadings, case management, contemplated motion practice, jurisdiction, mediation, settlement negotiations, and the Settlement. *Ibid*.

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Class Counsel dedicated staffing and monetary resources necessary to prosecute the case diligently and with maximum efficiency and has fully and actively participated in this litigation process. *Id.*, ¶ 11. The Attorney Task and Time Chart, which is attached as "**EXHIBIT A**" to the accompanying Declaration of Elizabeth Parker-Fawley sets forth in detail the hours that Class Counsel has spent performing tasks and the hours that Class Counsel is expected to perform tasks leading up to the Final Approval Hearing, on behalf of Plaintiff and the Class Members. *Id.*, ¶ 11, Exh. A. As of the Final Approval Hearing, Class Counsel will have spent a total of **420.50 hours** to obtain a significant recovery and bring this case to a successful conclusion. *Id.*, ¶ 11. Accordingly, Class Counsel expended significant efforts in the litigation of this matter, and this factor weighs in favor of the requested attorneys' fees.

3. Class Counsel Obtained Significant Relief for the Class

The Settlement at this stage is preferred over continued litigation because such resolutions save time and money that would otherwise go to litigation. The risks and expenses of further litigation outweighed any benefit that might have been gained otherwise. The Settlement provides an immediate recovery, as opposed to an uncertain result in the future after prolonged litigation involving expert discovery, trial preparation, class certification proceedings, and potential appellate review of those proceedings. The Settlement offers present relief and/or recovery to Class Members and Participating Class Members while avoiding further expense, risk, and delay in obtaining possible further recovery at an unknown time in the future.

As a result of this litigation and extensive settlement negotiations, Defendant agreed to pay a Gross Settlement Amount of up to $4,476,098.00 to resolve this matter. After deducting attorneys' fees ($1,566,634.30), litigation costs and expenses ($39,063.57), Class Representative Service Payments ($35,000.00 total), and Settlement Administration Costs ($18,000.00) from the Gross Settlement Amount, it is currently estimated that the Net Settlement Amount that will be fully distributed to Settlement Class Members is approximately $2,306,463.70 plus $500,000.00 in PAGA

Penalties to the LWDA and Aggrieved Employees. The Settlement offers significant monetary relief to the Class Members. As such, the requested fees award is reasonable.

4. The Skill and Reputation of the Attorneys

Class Counsel is a recognized class action law firm that employed its attorneys' knowledge, skills, and experience in bringing this case to a successful conclusion. Class Counsel has years of complex and class action litigation experience, has recovered millions of dollars on behalf of thousands of individuals in California, and has successfully handled significant wage-and-hour class action and complex cases. Parker-Fawley Decl., ¶¶ 18-22.

Defendant retained well-respected counsel to represent its defenses, and the ability of Class Counsel to obtain the Settlement in the face of formidable legal opposition confirms the quality of Class Counsel's representation. *See In re KeySpan Corp. Sec. Litig.* (E.D.N.Y. Sept. 30, 2005) No. 01-cv-5852 (ARR) (MDG) 2005 WL 3093399, at *11 ("The quality of opposing counsel is also important in evaluating the quality of Class Counsel's work").

D. The Lodestar Methodology Also Justifies Approval of The Requested Attorneys' Fees.

While the percentage-of the-benefit approach is warranted as the primary basis of the fees award, courts may also use the lodestar method to "cross-check" the results of the other. *Vizcaino*, 290 F.3d, *supra*, at 1050; *Laffitte v. Robert Half Int'l, Inc.* (2016) 1 Cal.5th at 506 (explaining that "[a] lodestar cross-check is simply a quantitative method for bringing a measure of the time spent by counsel into the trial court's reasonableness determination"); *Wershba v. Apple Computer, Inc.*, *supra*, 91 Cal.App. at 253. Importantly, "the lodestar calculation … does not override the trial court's primary determination of the fee as a percentage" of the settlement amount and "does not impose an absolute maximum or minimum on the potential fee award." *Laffitte*, *supra*, 1 Cal.5th at 505.

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"Under the lodestar method, the court multiplies a reasonable number of hours by a reasonable hourly rate." *Fischel v. Equitable Life* (9th Cir. 2002) 307 F.3d 997 at 1006. As with the percentage method, "a court can adjust the lodestar upward … based on certain factors." *Id.* at 1007. Increasing the lodestar is done by the inclusion of a "multiplier." *Vizcaino*, 290 F.3d at 1051. The *Vizcaino* Court found that 83% of courts in the settled cases it surveyed assessed a multiplier between 1.0 and 4.0. *Id.* at 1051, n. 6. Even when courts have opted to award fees in settlement fund cases based on time reasonably expended on the action, courts have generally awarded these fees based on the actual time expended (the lodestar) in conjunction with a multiplier of between 2 and 4. *Kerr v. Screen Extras Guild, Inc.* (9th Cir. 1975) 526 F.2d 67. Such a multiplier is warranted in this case.

Courts frequently apply multipliers to enhance the lodestar to reflect the risks involved, the complexity of the litigation, and the other relevant facts. *Vizcaino*, 290 F.3d at 1051. Such an enhancement "mirrors the established practice in the private legal market of rewarding attorneys for taking the risk of nonpayment by paying them a premium over their normal hourly rates for winning contingency cases." *Vizcaino*, 290 F.3d at 1051; accord *Ketchum*, 24 Cal.4th at 1132-33. A risk multiplier also serves to bring the financial incentives for enforcing important rights "into line with incentives [attorneys] have to undertake claims for which they are paid on a fee-for-services basis." *Ketchum*, 24 Cal. 4th at 1132.

In determining whether or not to enhance the lodestar, courts take into account multiple factors, many of which were specifically addressed above. See *In re Bluetooth Headset Prods. Liab. Litig.*, 654 F.3d 935, 941–42 (9th Cir. 2011). Multiple factors warrant enhancement in this case, including the quality of representation, the benefit obtained for the Class, the complexity of the issues, and the risk of non-payment. *Id.*, at 942.

As discussed above, this was a highly-contested matter which required an extensive amount of time and labor. Defendant raised defenses and denied liability,

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and the case involved gathering and analyzing a large amount of documents and data not only from Defendant but also from Plaintiffs, Class Members, and other sources, and conducting significant formal and informal discovery. The handling of this matter involved a great amount of effort, and required the exercise of high-level of skill, which Class Counsel has as a result of extensive experience in employment class actions and wage-and-hour litigation.

Most importantly, all services were performed by Class Counsel on a contingent basis. Both California and federal courts recognize that attorneys should be compensated for taking on such contingent risks and provided with financial incentives to enforce important rights and protections like those at issue in the matter at hand. See, e.g., *Vizcaino*, 290 F.3d at 1051; *Ketchum*, 24 Cal. 4th at 1132- 33. Here, Class Counsel bore the risk that, despite all of its efforts and the skill employed, there may be no recovery. Therefore, at a minimum, Class Counsel is entitled to a risk multiplier. Further, the results obtained by way of Class Counsel's efforts are significant here. Class Counsel was successful in achieving substantial results in the form of a settlement of $4,476,098.00. Also, Class Counsel's efforts throughout the case demonstrate dedication to the interests of the Class Members.

Class Counsel's application for attorneys' fees in light of the facts and circumstances surrounding the matter is well within the range of reasonableness. As set forth in the Attorney Task and Time Chart, Class Counsel has spent 420.50 hours litigating the case and finalizing the Settlement. Parker-Fawley Decl., ¶ 30, Exh. A. The base lodestar value of work performed by attorneys at Lawyers *for* Justice, PC is $357,683.00, and applying a multiplier of 4.38, the total enhanced lodestar fee is $1,566,634.30. *Id.* Similar multipliers have been awarded in similar cases, and the total amount of fees sought by Class Counsel is also reasonable compared to fees awarded in similar cases. Courts routinely enhance lodestar amounts based on multipliers that "range from 2 to 4 or even higher. *Vizcaino*, 290 F.3d at 1051 (approving multiplier of 3.65); *Wal-Mart Stores, Inc. v. Visa U.S.A., Inc.* (2d Cir.

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2005) 396 F.3d 96, 123 (approving multiplier of 3.5); *Craft v. County of San Bernardino* (C.D. Cal. 2006) 624 F.Supp.2d 1113, 1125 (awarding multiplier of 5.2 and referring to other cases with cross-check multipliers ranging from 4.5 to 19.6).

Therefore, the application of a multiplier of 4.38 is warranted, and the lodestar method as a cross-check to the percentage fee award sought strongly supports the reasonableness of the requested attorneys' fees. Accordingly, Plaintiff respectfully requests that the Court award attorneys' fees in the amount of $1,566,634.30 to Class Counsel.

VII. CLASS COUNSEL LITIGATION EXPENSES SHOULD BE APPROVED.

Lawyers *for* Justice, PC has incurred $39,063.57 in litigation costs. Parker-Fawley Decl. ¶ 32, Exh. B. These expenses were reasonable and necessary in the prosecution of this matter and to obtain the Settlement, and they are less than the maximum amount of $50,000 allocated toward reimbursement of litigation costs and expenses under the Settlement Agreement. The cost savings of $10,936.43 will remain part of the Net Settlement Amount and distributed to Participating Class Members. It should be noted that Class Counsel has borne all of the risks and costs of litigation and will not receive any compensation until recovery is obtained under the Settlement.

VIII. THE ADMINISTRATOR EXPENSES PAYMENT ARE FAIR AND REASONABLE AND SHOULD BE APPROVED.

As set forth in the accompanying Phoenix Declaration, the total costs incurred and to be incurred by Phoenix for the notice and settlement administration process are $18,000.00. Phoenix Decl., ¶ 18. The costs incurred and to be incurred include, but are not limited to, mailing a Class Notice to each Class Member; providing CAFA Notice; processing any Requests for Exclusion, Objections, or Workweeks disputes; calculating estimated Individual Settlement Shares, Individual Settlement Payments, and Individual PAGA Payments; tax reporting on the Individual Settlement Payments, including issuing 1099 and W-2 Forms; calculating and

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distributing the Net Settlement Amount, and providing necessary reports and declarations, among other things. *Id.* Accordingly, the Court should grant final approval of payment to Phoenix, a necessary third-party for handling of the notice and settlement process, in the amount of $18,000.00.

IX. THE REQUESTED CLASS REPRESENTATIVE SERVICE PAYMENTS ARE FAIR AND REASONABLE, AND SHOULD BE APPROVED.

The trial court has discretion to award incentives to the class representatives. *See In re Mego Fin. Corp. Sec. Litig.*, 213 F.3d 454, 463 (9th Cir. 2000). Courts routinely approve service/enhancement awards to class representatives for their time and efforts, and the risks they undertake on behalf of the class. *See, e.g.*, *Staton v. Boeing*, 327 F.3d 938, 976–78 (9th Cir. 2003) (discussing cases approving service awards in the range of $2,000 to $25,000).

Plaintiffs spent considerable time and effort to produce relevant documents and past employment records and to provide the facts and evidence necessary to attempt to prove the allegations. Dkt. No. 61-3, ¶¶ 4–8; Dkt. No. 61-4, ¶¶ 4–7; Dkt. No. 61-5, ¶¶ 4–6. Plaintiffs were available whenever Class Counsel needed them and actively tried to obtain information that would benefit the Class. Dkt. No. 61-3, ¶¶ 4–8; Dkt. No. 61-4, ¶¶ 4–7; Dkt. No. 61-5, ¶¶ 4–6. In addition, Plaintiff Johnson prepared for and attended his deposition. Dkt. No. 61-3, ¶¶ 4–8. Plaintiff Kennedy also provided documents and information in preparation for his deposition and Initial Disclosures. Dkt. No. 61-4, ¶¶ 4–7. Lastly, Plaintiff Walker also spent approximately a significant number of hours consulting with Class Counsel, providing documents and information, and reviewing the Settlement Agreement. Dkt. No. 61-5, ¶¶ 4–6. The Plaintiffs spent **substantially** more time and effort on this Action than the other Class Members.

Additionally, Plaintiffs took on risks on behalf of the Class by suing their former or, in the case of Plaintiff Johnson current, employer. Dkt. No. 61-3, ¶ 3; Dkt. No. 61-4, ¶ 3; Dkt. No. 61-5, ¶ 3. They were aware that by participating in a

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publicly-filed lawsuit, especially a class action, their names would be associated with a lawsuit against an employer. Dkt. No. 61-3, ¶ 3; Dkt. No. 61-4, ¶ 3; Dkt. No. 61-5, ¶ 3. They were mindful that potential future employers might find out that they sued their former employer, which would likely harm their reputation and future employment prospects. Dkt. No. 61-3, ¶ 3; Dkt. No. 61-4, ¶ 3; Dkt. No. 61-5, ¶ 3. Plaintiff Johnson bore the additional risk that bringing this lawsuit as a then-current employee of Defendant could result in conscious or unconscious retaliation against him by Defendant. “Enhancement awards are particularly appropriate in wage-and-hour actions” because named plaintiffs bear “a significant reputational risk for bringing suit against their former employers.” *Bellinghausen v. Tractor Supply Co.*, 306 F.R.D. 245, 267 (N.D. Cal. 2015) (quotation marks omitted). However, Plaintiffs agreed to accept these risks because they felt that important rights were at stake, and they wanted to make sure that both current and former employees would be compensated for these violations and no longer have to experience these issues. Dkt. No. 61-3, ¶ 3; Dkt. No. 61-4, ¶ 3; Dkt. No. 61-5, ¶ 3.

In addition, the proposed Class Representative Service Payments are a small fraction of the Gross Settlement Amount. Plaintiff Johnson’s proposed payment of $15,000 is approximately 0.3% of the Gross Settlement Amount. *See Patel v. TransUnion, LLC*, 2018 WL 1258194, *3, 7-8 (N.D. Cal. Mar. 11, 2018) (awarding a service award of $10,000.00, amounting to 25 times the average class member award and 0.125% of the gross settlement amount); *Emmons v. Quest Diagnostics Clinical Laboratories, Inc.*, 2017 WL 749018, *8 (E.D. Cal. Feb. 27, 2017) (awarding service awards of $8,000.00 each to both representatives, each having participated in the action for approximately 30 to 40 hours, amounting to roughly 14.5 times the average class member recovery and 0.3% of the gross settlement amount); *Rodriguez v. Kraft Foods Group, Inc.*, 2016 WL 5844378, *16 (E.D. Cal. Oct. 5, 2016) (awarding a representative service award of $10,000 to a plaintiff who demonstrated reputational injury where the Plaintiff participated in the action for

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roughly 40 hours, the average class member recovery was roughly $900.00, and the award constituted less than 0.5% of the gross settlement amount); *Spann v. J.C. Penney Corp*., 211 F.Supp.3d 1244, 1265 (C.D. Cal. 2016) (citing *Spann v. J.C. Penney Corp*., 314 F.R.D. 312, 329 (C.D. Cal. 2016) (awarding a $10,000 service award, amounting to less than 0.25% of the gross settlement amount, in recognition of the considerable time dedicated to the class, despite the fact that the award was likely to be at least 100 times larger than the average class member award); *Garcia v. Gordon Trucking*, 2012 WL 5364575, *2 (E.D. Cal. Oct. 31, 2012). The Ninth Circuit has also approved incentive awards of $5,000.00 where that amount made "up a mere .17% of the total settlement fund" even though the incentive award "was roughly 417 times larger than the $12 individual award" to unnamed class members. *In re Online DVD-Rental Antitrust Litig.*, 779 F.3d 934, 947 (9th Cir. 2015).

As such, it is appropriate and just for Plaintiffs to receive Class Representative Service Payments of up to $15,000.00 for Plaintiff Johnson, $12,500.00 for Plaintiff Kennedy, and $7,500.00 for Plaintiff Walker to compensate for the time, efforts, and risks that they undertook in this Action.

X. <u>CONCLUSION</u>

For the foregoing reasons, Plaintiffs respectfully request that the Court grant final approval of the Settlement, and all payments allocated and provided for by the Settlement Agreement, including and not limited to the Individual Settlement Payments to Participating Class Members, PAGA Penalties, Class Representative Service Payments to Plaintiffs, Class Counsel Fees Payment, Class Counsel Litigation Expenses, and the Administrator Expenses Payment to the Administrator, in their entirety, as sought herein.

Dated: October 15, 2025 **LAWYERS *for* JUSTICE, PC**

/s/ Elizabeth Parker-Fawley

By: ______________________________

Elizabeth Parker-Fawley
Attorneys for Plaintiffs and the Class