

JS-6

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

Grant Fritsch,
Plaintiff,
v.
Swift Transportation Co. of
Arizona, LLC, et al.
Defendants.

Case No. 5:17-cv-02226-VAP-KKx

**Order GRANTING Motion for
Final Approval of Class and
PAGA Settlement and Motion for
Approval of Attorneys' Fees (Dkt.
107, 106)**

Before the Court is Plaintiffs' Grant Fritsch, Bill Barker, Tab Bachman, and William Yingling's ("Plaintiffs") Motion for Final Approval of Class and PAGA Settlement, filed on December 03, 2021, (Dkt. 107), and Motion for Approval of Attorneys' Fees and Costs and Class Representatives' Service Awards, filed on November 22, 2021, (Dkt. 106).

After considering all the papers filed in support of, and in opposition to, the Motions, the Court **GRANTS** the Motions.

I. BACKGROUND

A. Procedural History

The parties are familiar with the background of this dispute. In short, this proposed class action settlement represents the outcome of a lawsuit pending for six years, alleging violations of employment and labor laws.

1 The Class, as defined in the Settlement Agreement, would include “all
2 persons employed by Defendant as yard hostlers in California at any time
3 during the Settlement Class Period, or December 7, 2011 through the date
4 preliminary approval is granted.” (Dkt. 105, at 2).

5
6 The parties participated in three mediation sessions in October 2017,
7 April 2018, and December 2020. (Dkt. 107, at 2). Following the December
8 2020 mediation, the parties reached a Settlement Agreement. (*Id.*). The
9 Court granted Preliminary Approval of the Class Action Settlement on
10 October 5, 2021 (Dkt. 105). Plaintiffs now move for Final Approval of Class
11 and PAGA Settlement and for approval of Attorneys’ Fees, Costs, and Class
12 Representatives’ Service Awards.

13
14 **B. Settlement Terms**

15 The parties prepared a joint settlement agreement (“Settlement
16 Agreement”). (Dkt. 100-1, at 4). The Settlement Agreement establishes a
17 maximum, non-reversionary settlement fund of \$825,000, which includes:

18 (1) settlement payments to the hostlers; (2) attorneys’ fees
19 of up to \$275,000 (one-third of the Gross Settlement
20 Amount) to be divided by all proposed class counsel firms;
21 (3) litigation expenses of up to \$60,000; (4) class repre-
22 sentative service payments to the Named Plaintiffs in an
23 amount not to exceed \$10,000 each, or \$40,000 in the ag-
24 gregate; (5) a PAGA allocation of \$50,000, with 75% of that
25 amount to be paid to the California Labor and Workforce
26 Development Agency and the remaining 25% paid to the

1 settlement pursuant to Rule 23(e) only if the settlement “is fundamentally
2 fair, adequate and reasonable.” *Torrise v. Tucson Elec. Power Co.*, 8 F.3d
3 1370, 1375 (9th Cir. 1993); *accord In re Mego Fin. Corp. Sec. Litig.*, 213
4 F.3d 454, 458 (9th Cir. 2000) (*citing Hanlon v. Chrysler Corp.*, 150 F.3d
5 1011, 1026 (9th Cir. 1998)).

6
7 In the Ninth Circuit, courts must balance the following factors to
8 determine whether a class action settlement is fair, adequate, and
9 reasonable: (1) the strength of the plaintiffs’ case, (2) the risk, expense,
10 complexity, and likely duration of further litigation, (3) the risk of maintaining
11 class action status throughout the trial, (4) the amount offered in settlement,
12 (5) the extent of discovery completed and the stage of the proceedings, (6)
13 the experience and views of counsel, (7) the presence of a governmental
14 participant, and (8) the reaction of the class members to the proposed
15 settlement. *Torrise*, 8 F.3d at 1375; *accord Hanlon*, 150 F.3d at 1026. “In
16 addition, the settlement may not be the product of collusion among the
17 negotiating parties.” *In re Mego Fin. Corp. Sec. Litig.*, 213 F.3d at 458.

18
19 “[S]trong judicial policy . . . favors settlements, particularly where
20 complex class action litigation is concerned.” *Class Plaintiffs v. City of*
21 *Seattle*, 955 F.2d 1268, 1276 (9th Cir. 1992). In addition, “[t]he involvement
22 of experienced class action counsel and the fact that the settlement
23 agreement was reached in arm’s length negotiations, after relevant
24 discovery had taken place create a presumption that the agreement is fair.”
25 *Linney v. Cellular Alaska P’ship*, No. C-96-3008-DLJ, 1997 WL 450064, at
26 *5 (N.D. Cal. July 18, 1997), *aff’d*, 151 F.3d 1234 (9th Cir. 1998).

III. DISCUSSION

A. Fairness, Adequacy, and Reasonableness of the Settlement

1. Product of Serious, Informed, Non-Collusive Negotiations

To approve the Settlement at this stage, the Court must find first it is “not the product of fraud or overreaching by, or collusion between, the negotiating parties.” *Hanlon*, 150 F.3d at 1027.

As previously found by this Court, the parties engaged in arm’s length, serious, informed, and non-collusive negotiations between experienced and knowledgeable counsel. Additionally, the Settlement Agreement was reached after six years of extensive litigation in state and federal courts in two different wage and hour class actions, *Fritsch v. Swift Transportation of Arizona* (Case No. 5:17-cv-02226 VAP (KKx); C.D. Cal.), and *Barker et al. v. Swift Transp. Co. of Arizona* (Case No. 2:16-cv-01532-TLN (CKDx); E.D. Cal.). The parties in the *Fritsch* and *Barker* actions attended three mediation sessions before reaching a global settlement. (Dkt. 107, at 7). The Settlement Agreement is therefore presumptively the product of a non-collusive, arms-length negotiation. See *Roe v. SFBSC Management, LLC*, No. 14-cv-03616-LB, 2017 WL 4073809, at *9 (N.D. Cal. Sept. 14, 2017) (holding that a settlement that is the product of an arms-length negotiation “conducted by capable and experienced counsel” is presumed to be fair and reasonable); *Satchell v. Fed. ExpressCorp.*, No. 03-cv-2878-SI, 2007 WL 1114010, at *4 (N.D. Cal. Apr. 13, 2007) (“The assistance of an experienced mediator in the settlement process confirms that the settlement is non-collusive.”).

1
2 At the Preliminary Approval stage, the Court noted that it had
3 insufficient information to determine if Counsel Russel Myrick of RDM Legal
4 Group adequately represented or protected the interests of the Class. (Dkt.
5 105, at 12). The Court explained that it would revisit this issue at the final
6 approval hearing. (*Id.*). Counsel Russel Myrick has submitted a declaration
7 in support of the Motion for Attorneys' Fees which addresses the Court's
8 concerns, explaining that Myrick is the founding partner of RDM Legal
9 Group, he has handled many class action employment cases in both state
10 and federal court, and RDM Legal Group recorded over 167 hours and
11 incurred over \$11,000 in costs prosecuting this action. (See Dkt. No. 106-5;
12 Dkt. 107, at 6). The declaration also notes that RDM Legal Group has no
13 conflicts of interest with the Class or the Class Representatives. (Dkt. No.
14 106-5, Dkt. 107, at 6). The Court is therefore satisfied that Russel Myrick of
15 RDM Legal Group has adequately represented the Class.

16
17 This factor weighs in favor of approval.
18

19 2. Strength of Plaintiff's Case and Future Risk

20 Class Counsel maintains that the Settlement Agreement is more than
21 reasonable in light of the litigation risks that Plaintiffs and Class Members
22 would face if the case were not settled. As the Court previously noted,
23 Plaintiffs' claims appear fairly strong, but Defendant has contested them in
24 state and federal court for the past six years. (Dkt. 105, at 17). The Court
25 determined that the case would likely require extensive continued litigation if
26 a settlement were not approved. (*Id.*).

1
2 Given the relative strength of Plaintiffs' claims, and the risks and costs
3 associated with future complex litigation, the Settlement Agreement's terms
4 appear to be reasonable. Hence, these factors favor approval.

5
6 3. Amount Offered in the Settlement

7 As noted above, the Settlement Agreement established a settlement
8 fund of \$825,000. (Dkt. 107, at 3). "[T]he average recovery for each Class
9 Member is approximately \$1,258." (*Id.* at 10.).

10
11 For a settlement to be fair and adequate, "a district court must
12 carefully assess the reasonableness of a fee amount spelled out in a class
13 action settlement agreement." *Staton v. Boeing Co.*, 327 F.3d 938, 963 (9th
14 Cir. 2003). As discussed in more detail below, the Court finds that the
15 amount offered in settlement weighs in favor of final approval.

16
17 4. Extent of Discovery Completed and Stage of the Proceedings

18 This factor requires the Court to evaluate whether "the parties have
19 sufficient information to make an informed decision about settlement."
20 *Linney v. Cellular Alaska P'ship*, 151 F.3d 1234, 1239 (9th Cir. 1998).

21
22 As noted, this case has an extensive procedural history. The parties
23 from two wage and hour class actions, *Fritsch v. Swift Transportation of*
24 *Arizona* and *Barker et al. v. Swift Transp. Co. of Arizona*, litigated diligently
25 for six years and attended three mediation sessions before negotiating the
26 present Settlement Agreement. Moreover, Plaintiffs have had access to

1 considerable discovery from Defendant, including employee-specific pay
2 and time data for all Class members. (Dkt. 105, at 15). Class Counsel
3 explains that its discovery in this case included, “multiple sets of written
4 discovery, depositions of the named plaintiffs, depositions of corporate
5 representative witnesses, production of tens of thousands of pages of
6 documents, production of all payroll data for each class member, [and]
7 mediation production of data for sampling approximately 20 percent of the
8 class.” Accordingly, the Court finds this factor weighs in favor of approval.
9 *See Linney*, 151 F.3d at 1239.

10
11 5. Experience and Views of Counsel

12 Class Counsel has ample experience litigating class actions similar to
13 this case and hence has demonstrated the ability to prosecute vigorously on
14 behalf of the class members. *See* Dkts. 106-2, 106-3, 106-4, 106-5.
15 Accordingly, the Court finds this factor weighs in favor of approval.

16
17 6. Presence of a Governmental Participant

18 As there is no governmental participant in this action, this factor is
19 irrelevant for the purposes of final approval.

20
21 7. The Reaction of The Class Members to the Proposed
22 Settlement

23 “[T]he absence of a large number of objections to a proposed class
24 action settlement raises a strong presumption that the terms . . . are
25 favorable to the class members.” *Nat’l Rural Telecomms. Coop.*, 221 F.R.D.
26 at 529.

1
2 Following preliminary approval of the settlement by the Court, the
3 Settlement Administrator distributed the approved class notice to the Class
4 Members. (Dkt. 107, at 1). During the allotted response period, the
5 Settlement Administrator received no objections or requests for exclusion.
6 (*Id.* at 4).

7
8 Given the absence of any objections or requests for exclusion, the
9 Class response is favorable overall. Accordingly, this factor also weighs in
10 favor of approval.

11
12 8. Balancing the Factors

13 As all the relevant factors favor approval, the Court finds that the
14 proposed Settlement Agreement is fair, reasonable, and adequate and
15 **GRANTS** final approval of the Settlement Agreement.

16
17 **B. Plaintiff's Motion for Attorneys' Fees**

18 When evaluating attorneys' fees, the Ninth Circuit holds "the district
19 court has discretion in common fund cases to choose either the percentage-
20 of-the-fund or the lodestar method." *Vizcaino v. Microsoft Corp.*, 290 F.3d
21 1043, 1047 (9th Cir. 2002) (citing *In re Wash. Pub. Power Supply Sys. Sec.*
22 *Litig.*, 19 F.3d 1291, 1295–96 (9th Cir.1994)). Here, Plaintiff seeks to
23 employ the lodestar method and the percentage-of-the-fund cross-check,
24 and requests \$275,000, i.e., 33.3% of the Gross Settlement Amount, on
25 behalf of Class Counsel. (Dkt. 106, at 1). Rather than adopting Class
26

1 Counsel's suggestion, the Court instead will calculate the percentage-of-the-
2 fund first and then perform a lodestar cross-check.

3
4 When using the percentage-of-the-fund method, "courts typically set a
5 benchmark of 25% of the fund as a reasonable fee award and justify any
6 increase or decrease from this amount based on circumstances in the
7 record." *Monterrubio v. Best Buy Stores, L.P.*, 291 F.R.D. 443, 455 (E.D.
8 Cal. May 14, 2013); see *Paul, Johnson, Alston & Hunt v. Gaulty*, 886 F.2d
9 268, 272 (9th Cir. 1989). The percentage may be adjusted upward or
10 downward based on: (1) the results achieved; (2) the risks of litigation; (3)
11 the skill required and the quality of work; (4) the contingent nature of the fee;
12 (5) the burdens carried by the class counsel; and (6) the awards made in
13 similar cases. *Monterrubio*, 291 F.R.D. at 455 (citing *Vizcaino*, 290 F.3d at
14 1048–50). The Court addresses these factors below:

15
16 1. Results Achieved

17 Class Counsel has shown that it obtained a good result. Counsel has
18 shown that the maximum potential liability of Plaintiffs' direct non-PAGA
19 claims is approximately \$2,700,000, and that the Settlement Amount of
20 \$825,000 represents approximately 30.5% of that amount. (Dkt. 106, at 8).
21 The Court agrees with Plaintiffs that this is an "excellent result beyond the
22 range of recoveries approved by other district courts in California." (*Id.*).
23 The Court also agrees that "[t]his Settlement provides substantial relief to all
24 Class Members without further delay, and without the risks associated with
25 certification, trial, and appeal." (*Id.*). In addition, Counsel engaged in
26 considerable motion practice for this matter, including litigating an appeal

1 before the Ninth Circuit on the issue of whether the case should be
2 remanded to state court. (Dkt. 28). Accordingly, this factor weighs in favor
3 of approving the proposed attorneys' fees award.

4
5 2. Risks of Litigation

6 Class Counsel assumed a considerable degree of risk by
7 representing Plaintiffs. The litigation lasted six years, and during that time,
8 Class Counsel expended resources and time conducting a thorough
9 investigation of the factual and legal issues. Class Counsel has also shown
10 that Defendant asserted defenses that created a risk that the Class would
11 receive no recovery, in addition to the risk that Class claims would not be
12 certified at all. (Dkt. 106, at 16). The risks of this litigation therefore justify
13 an upward departure from the 25% benchmark. *Compare Monterrubio*, 291
14 F.R.D. at 456–57 (finding case was not “extremely risky” although it was
15 questionable whether the class could be certified, whether the plaintiff could
16 prove an employer’s policies violated labor code sections on a “knew or
17 should have known” standard, and whether plaintiff could overcome an
18 “exhaustion defense”), *and Hawthorne v. Umpqua Bank*, No. 11-CV-06700-
19 JST, 2015 WL 1927342, at *5 (N.D. Cal. Apr. 28, 2015) (holding the risk in a
20 case did not merit an attorneys’ fee award of 33% even though the class
21 counsel “expended a significant amount of time and effort litigating this case
22 over the past three years and undertook a major risk by taking it on a
23 contingency basis.”), *with Vizcaino*, 290 F.3d at 1048 (finding case
24 “extremely risky” when, among other factors, plaintiffs lost twice in district
25 court and there was absence of supporting precedent).

1 3. Contingent Nature of the Fees and Burdens Carried

2 “It is an established practice in the private legal market to reward
3 attorneys for taking the risk of non-payment by paying them a premium over
4 their normal hourly rates for winning contingency cases.” *In re Washington*
5 *Pub. Power Supply Sys. Sec. Litig.*, 19 F.3d at 1299. Thus, whether Class
6 Counsel has taken the case on a contingency fee basis must be considered
7 when deciding to vary from the 25% benchmark. *Monterrubio*, 291 F.R.D. at
8 457. Here, Class Counsel took this case on a contingency fee basis. Thus,
9 this factor weighs slightly in favor of an upward deviation from the
10 benchmark.

11
12 4. Burdens Carried

13 Class Counsel has provided information as to the costs in prosecuting
14 this action, which account for \$51,384.41. (Dkt. 106, at 11). Class counsel
15 also reports they have spent “over 1,827 hours investigating, analyzing,
16 researching, litigating, and negotiating a favorable resolution of this case . . .
17 .” (*Id.*). The Court finds these expenses and hours reasonable and
18 substantially burdensome, so this factor weighs in favor of approval.

19
20 5. Skill and Quality of the Work

21 Class Counsel are experienced and skilled litigators who have
22 successfully litigated many other class action employment cases. See Dkts.
23 106-2, 106-3, 106-4, 106-5. As discussed, they achieved a favorable result
24 in this case. Their work merits an upward departure from the 25%
25 benchmark.

1 6. Awards Made in Similar Cases

2 As noted above, 25% is the Ninth Circuit's "benchmark award for
3 attorney[s'] fees." *Hanlon*, 150 F.3d at 1029. Class Counsel request the
4 Court enhance the award, citing to cases in which courts have awarded
5 attorneys' fees at or above one third of the total settlement fund. (See Dkt.
6 106, at 12). Given the quality of the work performed by Class Counsel, and
7 the contingent nature of the fees, this factor weighs in favor of a departure
8 from the 25% benchmark.

9
10 7. Lodestar Cross-Check

11 Calculation of the lodestar, which measures the lawyers' investment
12 of time in the litigation, provides a check on the reasonableness of the
13 percentage award. Where such investment is minimal, as in the case of an
14 early settlement, the lodestar calculation may convince a court that a lower
15 percentage is reasonable. Similarly, the lodestar calculation can be helpful
16 in suggesting a higher percentage when litigation has been protracted.
17 Thus, while the primary basis of the fee award remains the percentage
18 method, the lodestar may provide a useful perspective on the
19 reasonableness of a given percentage award. *Vizcaino*, 290 F.3d at 1050.

20
21 "To inform and assist the court in the exercise of its discretion, the
22 burden is on the fee applicant to produce satisfactory evidence—in addition
23 to the attorney's own affidavits—that the requested rates are in line with
24 those prevailing in the community for similar services by lawyers of
25 reasonably comparable skill, experience and reputation." *Camacho v.*
26

1 *Bridgeport Fin., Inc.*, 523 F.3d 973, 980 (9th Cir. 2008) (quoting *Blum v.*
2 *Stenson*, 465 U.S. 886, 896 (1984)).

3
4 Here, Class Counsel report that its lodestar is \$955,417.50, based on
5 a total of approximately 550.8 hours from Palay & Hefelfinger, APC at hourly
6 rates of \$625.00 to \$800.00 for each attorney on the matter and \$15,767.10
7 in costs; 982.30 hours from the Markham Law Firm, at hourly rates of
8 \$400.00 to \$815.00 for each attorney on the matter and \$175.00 for
9 paralegals, and costs of \$22,449.78; 139.5 hours from Strauss & Strauss,
10 APC at hourly rates of \$400.00 to \$670.00 for each attorney on the matter
11 and \$1,724.32 in costs; and 167.2 hours from RDM Legal Group, at hourly
12 rates of \$650.00 for the attorney on the matter and \$11,443.21 in costs.
13 See Dkts. 106-2, 106-3, 106-4, 106-5. The lodestar of Palay Hefelfinger,
14 APC is \$356,307.50; for Markham Law Firm it is \$415,407.50; for Strauss &
15 Strauss, APC it is \$75,022.50 and for the RDM Legal Group it is
16 \$108,680.00. (Dkt. 106, at 1). These figures total a lodestar fee of
17 \$955,417.50 and \$51,384.41 in litigation costs. (*Id.* at 2).

18
19 After a review of Class Counsels' declarations, the Court concludes
20 that the lodestar amount is reasonable considering the work performed and
21 the prevailing rates in the community for attorneys of comparable skill,
22 experience and reputation. Counsel has provided evidence showing that its
23 rates have recently been approved by other courts in similar cases.
24 Moreover, each law firm has provided detailed records regarding the
25 number of hours it spent on this case and the costs incurred due to
26

1 litigation. Moreover, a total of \$1,827.40 hours over six years of litigation
2 appears to the Court to be eminently reasonable. (Dkt. 106, at 6).

3
4 The fee Class Counsel seeks reflects a negative multiplier of .28 on
5 the lodestar, which is reasonable for a complex class action case. See
6 *Milburn v. PetSmart, Inc.*, No. 1:18-cv-00535, 2019 U.S. Dist. LEXIS
7 187530, at *29 (E.D. Cal. Oct. 28, 2019) (awarding 33.3% of common fund
8 where lodestar amounted to a negative multiplier); see *Hopkins v. Stryker*
9 *Sales Corp.*, 11CV2786-LHK, 2013 WL 496358, at *4 (N.D. Cal. Feb. 6,
10 2013) (“Multipliers of 1 to 4 are commonly found to be appropriate in
11 complex class action cases.”). In the recent \$50 million settlement in
12 *Spann*, Judge Olguin held that a multiplier of 3.07 was “well within the range
13 of reasonable multipliers.” *Spann v. J.C. Penney Corp.*, 211 F. Supp. 3d
14 1244, 1265 (C.D. Cal. 2016); see also *Vizcaino*, 290 F.3d at 1052–1054
15 (surveying multipliers in 23 class action suits and recognizing that courts
16 applied multipliers of 1.0 to 4.0 in 83% of surveyed cases); *Parkinson v.*
17 *Hyundai Motor Am.*, 796 F. Supp. 2d 1160, 1170 (C.D. Cal. 2010) (observing
18 that “multipliers may range from 1.2 to 4 or even higher”). Therefore, the
19 Court concludes that the lodestar cross-check justifies Class Counsel’s
20 requested fee.

21
22 8. Conclusion

23 In sum, all of the *Vizcaino* factors weigh in favor of a departure from
24 the 25% attorneys’ fee award benchmark. Class Counsel’s lodestar
25 calculation figures also prove the fee to be reasonable. The Court therefore
26

1 finds that the facts of this case support a departure from the benchmark
2 from 25% to 33%.

3
4 Accordingly, the Court **GRANTS** the application for attorneys' fees
5 equal to 33% of the settlement fund (\$275,000).
6

7 **C. Costs**

8 Class Counsel seeks \$51,384.41 in litigation costs. (Dkt. 106, at 2).
9 Class Counsel have each submitted a detailed accounting as to those
10 expenses, which the Court finds to be reasonable. See Dkts. 106-2, 106-3,
11 106-4, 106-5. Settlement Administration costs for this matter reportedly total
12 \$10,000. (Dkt. 106, at 2). The Court accepts the stated fees and costs, and
13 finds that reimbursement of those expenses is reasonable. The Court
14 therefore **APPROVES** the reimbursements in the amount sought.
15

16 **D. Incentive Award**

17 Named plaintiffs "are eligible for reasonable incentive payments."
18 *Staton*, 327 F.3d at 977. Such awards "are intended to compensate class
19 representatives for work done on behalf of the class, to make up for
20 financial or reputational risk undertaken in bringing the action, and,
21 sometimes, to recognize their willingness to act as a private attorney
22 general." *Rodriguez v. W. Publ'g Corp.*, 563 F.3d 948, 958–59 (9th Cir.
23 2009).
24

25 "The district court must evaluate [incentive] awards individually, using
26 'relevant factors includ[ing] the actions the plaintiff has taken to protect the

1 interests of the class, the degree to which the class has benefitted from
2 those actions, . . . the amount of time and effort the plaintiff expended in
3 pursuing the litigation . . . and reasonabl[e] fear[s of] workplace retaliation.”
4 *Staton*, 327 F.3d at 977.

5
6 Courts may also consider: the risk to the class representative in
7 commencing suit, both financial and otherwise; the notoriety and personal
8 difficulties encountered by the class representative; the amount of time and
9 effort spent by the class representative; the duration of the litigation; and the
10 personal benefit (or lack thereof) enjoyed by the class representative as a
11 result of the litigation. *Van Vranken v. Atl. Richfield Co.*, 901 F. Supp. 294,
12 299 (N.D. Cal. Aug. 16, 1995). “Courts have generally found that \$5,000
13 incentive payments are reasonable.” *Alberto v. GMRI, Inc.*, 252 F.R.D. 652,
14 669 (E.D. Cal. Jun. 24, 2008) (citations omitted).

15
16 Class Counsel requests a service award of \$10,000.00 to each Class
17 Representative. (Dkt. 106, at 16). Counsel notes that an enhanced service
18 award is justified based on:

19 (1) the significant amount of time Plaintiffs have spent on
20 behalf of the Class for the six-year duration of this litiga-
21 tion; (2) the fact that Plaintiffs have made their private em-
22 ployment information public, and will bear the stigma of
23 bringing a class action wage dispute against an employer;
24 and (3) the fact that Plaintiffs subjected themselves to the
25 risks associated with litigation, including the risk of being
26 liable for Defendant’s litigation costs. (Dkt. 106, at 16).

1
2 Class Counsel also notes that Plaintiffs participated in lengthy
3 interviews, sat for depositions, and participated in three full-day mediation
4 sessions. (*Id.* at 17). Moreover, Counsel notes that two of the Plaintiffs had
5 to travel from out-of-state to participate in depositions and mediations, and
6 therefore lost thousands of dollars in wages. (*Id.*)

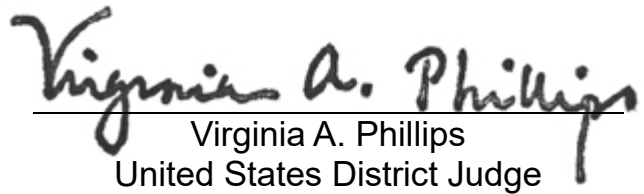
7
8 The Court agrees with Class Counsel that Plaintiffs undertook
9 significant burdens to serve as Class Representatives, especially given the
10 lengthy timeline of the case, the extensive amount of discovery conducted,
11 and the risk they would be held liable for Defendant's litigation costs. The
12 Court approves an award of a total of \$10,000.00 for each named Plaintiff.

13 14 IV. CONCLUSION

15 For the reasons stated above, the Court **GRANTS** the Motion for Final
16 Approval of Class Action Settlement and **GRANTS** the Motion for Attorneys'
17 Fees. It awards attorneys' fees in the amount of \$275,000 and costs in the
18 amount of \$51,384.41, costs to the Settlement Administrator in the amount
19 of \$10,000, and a Service Award to Plaintiffs of \$10,000 each.

20
21 **IT IS SO ORDERED.**

22
23 Dated: 1/4/22

24 
25 Virginia A. Phillips
26 United States District Judge