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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

VERSHELL HALL, individually and on behalf of others similarly situated, Plaintiff, v. K9 LOFT, INC., a corporation; and DOES 1-20, inclusive, Defendant.	Case No.: 22STCV37145 **Assigned For All Purposes To:** Judge: Hon. Timothy Patrick Dillon Dept.: 15 **PLAINTIFF'S NOTICE OF MOTION AND MOTION FOR FINAL APPROVAL OF CLASS AND COLLECTIVE ACTION SETTLEMENT; MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT THEREOF** **Hearing Information**: Location: Dept. Spring Street - 15 Date: December 16, 2025 Time: 10:00 a.m. Action Filed: November 23, 2022 Trial Date: None Set

TO THE COURT, ALL PARTIES, AND THEIR COUNEL OF RECORD: PLEASE TAKE NOTICE that on December 16, 2025 at 10:00 a.m. or as soon thereafter as this matter may be heard in Department 15 of the above-entitled Court, located at 312 N. Spring St., Los Angeles, CA 90012, Plaintiff Vershell Hall ("Plaintiff") on behalf of herself and the settlement class members described herein, will and hereby do move for final approval of the Amended Class Action and PAGA Settlement Agreement ("Settlement Agreement" or "Settlement"). More specifically, Plaintiff moves this Court to:

1. Finally adjudicate the Settlement as fair, reasonable, and adequate;

2. Direct distribution of Settlement benefits by the Administrator to Settlement Class Members in accordance with the Settlement Agreement;

3. Approve and direct the payment by the Settlement Administrator of $22,500 for PAGA penalties (75% of $30,000) to the California Labor and Workforce Development Agency (the "LWDA") as its share of the Settlement for civil penalties;

4. Approve and direct payment to Class Counsel for their attorneys' fees in the sum of $133,333.33 (one-third of the Gross Settlement Amount) for attorneys' fees and reimbursement of their litigation costs in the sum of $16,990.07;

5. Approve and direct the payment of the Class Representative Service Payment to the Plaintiff and Class Representative Vershell Hall in the sum of $7,500;

6. Approve and direct the payment to the Settlement Administrator, in the sum of $14,750.00 for its fees and costs in administering the Settlement; and

7. Direct the Clerk of the Court to enter final judgment; and without affecting the finality of the final judgment, to reserve the Court's continuing jurisdiction over the Parties for the purposes of implementing, enforcing, or administering the Settlement.

This motion is made on the grounds that the proposed Settlement, which was preliminarily approved by this Court on August 14, 2025, is the product of arm's-length, good-faith negotiations, is fair and reasonable to the Class, and should now be finally approved, as more fully discussed in the accompanying Memorandum in Support of Final Approval of Class Action Settlement.

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This motion is based on this notice of motion, the accompanying Memorandum of Points and Authorities in support; Declaration of Class Counsel Christopher A. Adams; Declaration of Cassandra Polites of ILYM Group, Inc., the [Proposed] Order And Judgment Granting Final Approval of Class Action Settlement filed and served herewith, and the Court's files in this matter, including but not limited to: (1) The Declaration of Plaintiff Vershell Hall filed in Support of his Motion for Preliminary Approval; (2) the Motion for Order Granting Preliminary Approval; (3) the Order Granting Plaintiff's Motion for Preliminary Approval of Class Action Settlement; (4) all matters of which the Court may take notice, and (5) such oral and documentary evidence presented at the hearing on the motion.

Dated: November 20, 2025

KJT LAW GROUP LLP

By: ______________________________

Christopher A. Adams
Attorneys for Plaintiff Vershell Hall

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MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

Plaintiff and Class Representative Vershell Hall ("Plaintiff") seeks final approval of a non-reversionary $400,000 settlement, on behalf of herself and the 610 Settlement Class Members, whom, as explained in more detail below, include all current and former persons employed by Defendant K9 Loft, Inc. ("Defendant") in California as non-exempt employees at any time during the Class Period, November 23, 2018 to August 19, 2024 (the "Class Period").

Following the final mailing of the Court Approved Notice of Class Action Settlement and Hearing Date for Final Court Approval ("Class Notice") on April 7, 2025, the expiration of the deadline to request exclusion from or object to the Settlement was on November 17, 2025. **To date, no Class Members has objected to any term of the Settlement and no Class Member has requested exclusion (a 100% participation rate).** (Declaration of Cassandra Polites of ILYM Group, Inc. Regarding Notice of Settlement Administration (Polites Decl. ¶¶ 5, 9-13.) The Class Action and PAGA Settlement Agreement ("Settlement" or "Settlement Agreement") preliminarily approved by this Court on August 14, 2025 resulted from Class Counsel's aggressive litigation to achieve the best result for the Class. The Settlement has been embraced by the Class and is fair, reasonable, and adequate. Final approval should now be granted.

II. THE PARTIES

A. Defendant. Defendant K9 Loft, Inc. operates several dog day care and grooming sites in California.

B. Plaintiff. From approximately August 2021 to December 2021, Defendant employed Plaintiff as an hourly, non-exempt employee in the position of dog handler. (Declaration of Vershell Hall filed in Support of Motion for Preliminary Approval ("Hall Decl.") ¶ 2.)

C. Class Members. Solely for the purposes of this Settlement, Class means all current and former persons employed by Defendants in California as non-exempt employees at any time during the Class Period. The Class Period is November 23, 2018 to August 19, 2024.

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D. PAGA Aggrieved Employees. Solely for the purposes of this Settlement, Aggrieved Employees means all current and former persons employed by Defendants in California as non-exempt employees at any time during the PAGA Period. The PAGA Period is September 7, 2021 to August 19, 2024.

III. PLAINTIFF'S CLAIMS AGAINST DEFENDANT

On November 23, 2022, Plaintiff filed a class action and representative complaint alleging the following ten causes of action: (1) Failure to Pay Minimum Wage; (2) Failure to Pay Overtime Wages; (3) Failure to Provide Meal Periods; (4) Failure to Provide Rest Periods; (5) Failure to Furnish Accurate Wage Statements; (6) Waiting Time Penalties; (7) Failure to Reimburse for Business Expenditures; (8) Unfair Business Practices (California Business and Professions Code §§ 17200, *et seq.*) and; (9) Civil Penalties Under the Private Attorneys General Act (California Labor Code §§ 2698, *et seq.*) ("PAGA"). (Declaration of Christopher A. Adams ("Adams Decl.") ¶ 16.) Plaintiff sought to represent a class of all current and former non-exempt employees of Defendant in the State of California within the applicable statute of limitations regarding the above causes of action. (*Id.*)

IV. INVESTIGATION AND INFORMAL DISCOVERY

As part of the meet-and-confer process for the initial status conference, the parties agreed to engage in informal discovery and to attend mediation. (*Id.* at ¶ 17.) In anticipation of mediation, Plaintiff's counsel informally requested that Defendant produce their relevant policies, procedures, and practices, sample wage and time records, and data demonstrating hours worked, workweeks, hourly-rates, and total compensation of putative Class members. (*Id.* at ¶ 18.) Defendant produced: (1) the written policies and practices related to meal periods, rest periods, overtime, wage statements, payment of final wages, and any other wage-and-hour issues; (2) the average hourly rate for all non-exempt employees; (3) the total number of workweeks for the Class; (4) the estimated number of Class members; (5) the average number of non-exempt employees per pay period; (6) the total number of pay periods for the PAGA members; (7) the estimated number of PAGA members; and (8) sample time records and wage statements for one-third of the Class, which, as

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explained below, was a statistically significant percentage considering the claims in this case. (*Id.*) This information was further updated by Defendant as the Parties finalized the Settlement Agreement. (*Id.*) Moreover, Plaintiff's counsel contacted several members of the putative class to discuss the claims in this matter. (*Id.*) Plaintiff's counsel analyzed this data and obtained a calculation of damages for Defendant's alleged wage-and-hour violations. (*Id.* at ¶ 19.)

On June 20, 2024, the parties mediated the case with experienced wage-and-hour mediation, Tagore Subramaniam, and were able to resolve the case. (*Id.* at ¶ 20.)

V. MEDIATION, THE PROPOSED SETTLEMENT, AND NOTICE TO THE CLASS

A. Mediation and Subsequent Arm's-length Negotiations.

At and before the mediation, the parties engaged in settlement negotiations, including the exchange of legal analysis and data pertaining to Plaintiff's Class claims. (Adams Decl. ¶ 21.) Negotiations were rigorous and conducted at arms' length. (*Id.*) Eventually, the parties reached an agreement to settle all alleged Class and representative claims and Plaintiff's individual wage-and-hour claims. (*Id.*) Defendant denies any wrongdoing and believes that it has meritorious defenses to the class issue and to the merits, but has concluded that the further defense of this action would be lengthy and expensive for all parties. (*Id.* at ¶ 22.) Plaintiff and Class counsel have considered the uncertainty and risks involved in further litigation, including the difficulties and potential delays in seeking Class certification and prevailing on the merits. (*Id.*) Based upon these considerations, Plaintiff and Class counsel have determined that the settlement is fair, adequate, and reasonable, and is in the best interests of the Class. (*Id.*)

B. The Settlement Terms.

The parties agreed this Action may be settled and compromised for the non-reversionary payment of $400,000 (the "Gross Settlement Amount"), which includes, subject to and contingent upon the approval of this Court, (a) attorneys' fees of $133,833.33 (one-third of the Gross Settlement Amount); (b) litigation expenses of $16,990.07;[1] (c) service payment to Plaintiff and

[1] The Settlement Agreement, which was preliminary approved by this Court, allowed for litigation expenses up to $20,000.

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Class Representative of $7,500 in consideration of her initiation and prosecution of this action, serving as the representative for the Class, work performed, and risks undertaken for the payment of costs in the event the case had been lost, substantial benefits conferred on absent Class Members, and a general release of claims; (d) a Labor Workforce Development Agency ("LWDA") payment of $22,500 (75% of $30,000) as its share of the settlement for civil penalties pursuant to PAGA., and (e) settlement administration fees and expenses of $14,750[2] to ILYM Group, Inc. (Adams Decl. ¶ 24.)

After all Court-approved deductions from the Gross Settlement Amount, the remaining sum, the Net Settlement Amount, estimated at $197,426.60 (Polites Decl. ¶ 14) will be distributed proportionately to Participating Class Members and Aggrieved Employees based on the distribution formula and schedule outlined in the Settlement Agreement. (Adams Decl. ¶ 25.) Each Participating Class Member and Aggrieved Employee will be mailed their Individual Class Payment and Individual PAGA Payment without the need to return a claim form. (*Id.*) Under no circumstances will any portion of the Settlement Amount revert to Defendant. (*Id.* at ¶ 26.)

C. Notice of Settlement to the Class. On October 3, 2025, the Settlement Administrator mailed the Class Notice to 610 Class Members. (Polites Decl. ¶ 7.) The Class Notice informed the Class Members of their right to participate in the Settlement, to automatically receive a payment without the need to return a claim form, to object to the Settlement, how to opt-out of the Settlement, how to dispute the information on which their payments would be made, and the procedures and timing for doing each act. (*Id.*)

D. The Class Response to the Notice. The deadline to postmark a request for exclusion or to object will be expired on November 17, 2025. (Polites Decl. ¶¶ 8-13.) **At the present time, not a single Class Member has objected to the Settlement and no Class Members have requested exclusion.** (*Id.*) Considering the size of the Class of 610 individuals, the fact that

[2] The Settlement Agreement, which was preliminary approved by this Court, allowed for administration expenses up to $15,000.

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no Class Member objected and no Class Member requested exclusion is indicative that the Settlement is fair, reasonable, and adequate and has been embraced by the Class.

VI. THE SETTLEMENT IS FAIR, ADEQUATE, AND REASONABLE

The Motion for Preliminary Approval conducted a thorough analysis of the terms of the proposed Settlement in light of *Dunk v. Ford Motor Co.*, 48 Cal.App.4th 1794, 1802 (1996) (establishing factors to support a presumption of fairness) and *Kullar v. Foot Locker Retail, Inc.* 168 Cal.App.4th 116, 130 (2008) (establishing factors to determine whether the proposed Settlement is in the best interest of the Class, and is adequate and reasonable). Having reviewed this analysis, the Court granted the motion and preliminarily approved the settlement.

The fourth factor under *Dunk*, Class reaction to the Settlement and number of objectors, could not be known until after the dissemination of the Notice to the Class. Through the present, **no Class Member has objected to any term of the Settlement**. (Polites Decl. ¶¶ 8-13.) Accordingly, the proposed Settlement continues to be entitled to a presumption of fairness and should be finally approved as it provides significant value to the Class.

Class Counsel believes the Settlement is in the best interest of the Class based on the negotiations and a detailed knowledge of the issues present in this Action. (Adams Decl. ¶ 27.) The length and risks of trial and other normal perils of litigation which affect the value of the claims were all weighed in reaching the Settlement. (*Id.*) In addition, the defenses argued by Defendant, the uncertainty of proceeding as a representative action, and of obtaining class certification, the difficulties of complex litigation, the lengthy process of establishing specific damages, the discretionary nature of civil penalties, and various possible delays and appeals, were also carefully considered by Class Counsel before agreeing to the proposed Settlement. (*Id.* at ¶ 28.)

As a result, Class Counsel respectfully requests the Court find the proposed Settlement fair, adequate and reasonable, grant final approval, and enter final judgment in favor of the Class.

VII. ATTORNEYS' FEES AND LITIGATION COSTS ARE REASONABLE

Class counsel now applies for an award of attorneys' fees of $133,333.33 (one-third of the Gross Settlement Amount), and litigation costs of $16,990.07.00. (Adams Decl. ¶¶ 7-8, 13, Exhibit

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A.) California state and federal courts have recognized that an appropriate method for determining an award of attorneys' fees is based on a percentage of the total value of benefits to class Members by the settlement, also known as the "common fund" method. *Serrano v. Priest*, 20 Cal.3d 25, 34 (1997); *Boeing Co. v. Van Gemert*, 444 U.S. 472, 478 (1980); *Vincent v. Hughes Air West, Inc.*, 557 F.2d 759, 769 (9th Cir. 1977).[3] "Despite its primacy, the lodestar method is not necessarily utilized in common fund cases." *Lealao v. Beneficial California, Inc.* 82 Cal.App.4th 19, 27 (200); *Dunk v. Ford Motor Co.*, 48 Cal.App.4th at 1808 (awarding attorney fees as a reasonable percentage of a common fund may be used where a settlement is a certain or easily calculable sum of money).

The California Supreme Court recently reaffirmed attorneys' fees in common fund cases are properly granted based on a percentage of recovery. *Laffitte v. Robert Half International, Inc.*, 1 Cal.5th 480, 503 (2016). A fee award based on a percentage of the common fund recovery here is proper as it spreads the attorneys' fees among all beneficiaries of the fund, aligns the incentives between plaintiffs' counsel and the class, is a better approximation of the market conditions in a contingency case, and encourages class counsel to seek early settlement and avoid unnecessarily prolonging the litigation. *Id.* The Court also approved the use of a lodestar cross-check at the option of the trial court to double check "the reasonableness of the percentage fee through a lodestar calculation." *Id.* at 504.

Here, Class Counsel has undertaken representation at their own expense, with compensation wholly contingent upon providing a benefit to the Class. (Adams Decl. ¶ 3.) Class Members will benefit by the terms of the proposed Settlement by receiving substantial monetary compensation. (*Id.*) Because there is a defined and clearly traceable benefit to the Class, the Court can base an award of attorneys' fees using a "common fund" approach to compensate Class counsel.

A. The Requested Attorneys' Fee Is Within the Range of Fees Approved in

[3] The California Supreme Court also authorizes trial courts to use Federal Rule 23 and cases applying it for guidance. *See Vasquez v. Superior Court*, 4 Cal.3d 800, 821 (1971); *Green v. Obledo* (1981) 29 Cal.3d 126, 145-146; *Dunk v. Ford Co.,* 48 Cal. App. 4th at 1801 fn.7. Where appropriate, Plaintiff cites Federal Rule 23 and federal case law as well.

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Comparable Common Fund Cases.

Several studies of class action fee awards have found the median common fund fee award is approximately one-third of the total settlement fund. *See, e.g., Chavez v. Netflix, Inc.*, 162 Cal. App. 4th 43, 66, n.11 (2008) (numerous studies have shown "fee awards in class actions average around one-third of the recovery."); Reagan W. Silber and Frank E. Goodrich, Common Funds and Common Problems: Fee Objections and Class Counsel's Response, 17 Rev. Litig. 525, 546 (1998); T. Willging, L. Hooper and R. Niemic, Empirical Study of Class Actions in Four Federal District Courts: Final Report to the Advisory Committee on Civil Rules, 90 (1996) (finding that attorneys' fees in class litigation "were generally in the traditional range of approximately one-third of the total settlement").

Class Counsel's request for one-third percent of the common fund created falls in the mid-range of fee percentage awards which commonly range from 20% to 50% of a common fund. The requested sum constitutes fair compensation for undertaking complex, risky, expensive, and time-consuming litigation on a contingent basis for years, and compensating Class Counsel for their efforts and the results achieved for the Class as well as for Defendant's current and future employees. Numerous state and federal courts in California routinely approve fee requests equal to or more than the amount sought herein. Some courts have found an award of 33% of the common fund represents the "benchmark" in California. *Smith v. CRST Van Expedited, Inc.*, 10-CV-1116- IEG WMC, 2013 WL 163293, *5 (S.D. Cal. Jan. 14, 2013) ("These percentages compare favorably with both California (33%) and federal (25%) benchmarks."); *Dennis v. Kellogg Co.*, 09-CV-1786-L WMC, 2013 WL 6055326, at *7 (S.D. Cal. Nov. 14, 2013) ("This percentage compares favorably with both California (33%) and federal (25%) benchmarks and the requested fee compares well with a lodestar cross-check as well."). Class Counsel's fee request is in line with awards in similar cases in California and nationwide and demonstrates Class Counsel's fee request is consistent with market rates and is reasonable.

B. A Lodestar Cross-Check Confirms the Reasonableness of the Requested Fee.

Class Counsel's fee request is reasonable when calculated using the lodestar method. Under the lodestar method, a base fee amount is calculated from a compilation of time reasonably spent on the case and the reasonable hourly compensation of the attorney. *Serrano v. Priest*, 20 Cal. 3d 25, 48 (1977). The court then enhances this lodestar figure by a "multiplier" to account for a range of factors, such as the novelty and difficulty of the case, its contingent nature, and the degree of success achieved. (*See id.* at 49; *see also Ketchum v. Moses*, 24 Cal.4th 1122, 1132-36 (2001); *PLCM Group, Inc. v. Drexler*, 22 Cal.4th 1084, 1096 (2000); *Thayer v. Wells Fargo Bank*, 92 Cal.App.4th 819, 834 (2001) ("There is no … rule limiting the factors that may justify an exercise of judicial discretion to [adjust the] lodestar.").

Class Counsel have worked 222.4 hours to date on this case at rates reflecting those currently earned in the marketplace, which have been approved by numerous state and federal Courts in California, and calculated the lodestar fee on those hours at $146,445.00. (Adams Decl. ¶¶ 7-8.) Considering that no lodestar multiplier is even necessary in this instance, Class Counsel respectfully requests that the Court approve the requested fee of $133,833.33 which is less than the lodestar fee of $146,445.00.

As to the billing rates of Class Counsel, a reasonable hourly rate is the prevailing rate charged by attorneys of similar skill and experience in the relevant community. *PLCM Group, Inc. v. Drexler*, 22 Cal. 4th 1084, 1095 (2000); *Hopson v. Hanesbrands Inc.,* 2009 U.S. Dist. LEXIS 33900 (N.D. Cal. Apr. 3, 2009). When determining a reasonable hourly rate, courts may consider factors such as the attorney's skill and experience, the nature of the work performed, the relevant area of expertise and the attorney's customary billing rates. *Flannery v. California Highway Patrol*, 61 Cal. App. 4th 629, 632 (1998).

KJT Law Group LLP set their billing rates of its attorneys to be consistent with the prevailing market rates in the private sector for attorneys and staff of comparable skill, qualifications and experience by monitoring the prevailing market rates charged by both defense and plaintiff law firms. (Adams Decl. ¶¶ 3-15.) As a result, Class Counsel's hourly rates are $850 for Christopher A. Adams, $725 for Vache Thomassian, $650 for Levon Yepremian, and $150 for paralegal, Izamary Ramirez, and are in line with rates typically approved in wage-and-hour class action litigation in California and have been approved by numerous California state and federal courts.

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(*Id.*) Class Counsel's skill and experience support their hourly rates. (*Id.*) Their practice is limited exclusively to litigation, focusing on the representation of employees and specifically in wage-and-hour employment class action matters. (*Id.*) Class Counsel has been appointed Class Counsel or Co-Class Counsel in other cases for settlement purposes, and Class Counsel's billing rates have been recently approved by the Court. (*Id.*)

C. The Litigation Expenses Are Reasonable.

Class Counsel seeks reimbursement of their litigation costs and expenses of $16,990.07, which is significantly less than the litigation expenses contemplated in the Settlement Agreement. (Adams Decl. ¶ 15, Exh. A.) Please note that the actual expenses are less than the $20,000 allocated for litigations costs in the Settlement Agreement. (*Id.*) These costs were reasonable and necessary for the prosecution of this case, and are unopposed by the Class and Defendant. (*Id.*)

D. Settlement Administration Expenses Are Reasonable.

Class Counsel also seeks payment of $14,750 to ILYM Group, Inc. for its work in administering the Settlement, which is the amount set aside in the Settlement Agreement for administration expenses. The Polites Declaration details the Settlement Administrator's work to date including, among other things: receipt, review and analysis of data produced by Defendant following preliminary approval; a database search of the U.S. Post Office to update all mailing addresses before the initial mailing; formatting the Class Notice; translating the Class Notice; establishing a toll-free telephone number; mailing via first class U.S. Mail, skip-tracing and forwarding returned Class Notices; responding to Class Member inquiries; providing weekly status reports; resolving Class Member disputes; and, following final approval, calculation of Individual Settlement Payments and PAGA payments, mailing checks with tax forms to 610 Settlement Class Members; distribution of other funds as ordered by the Court; preparing tax reports; and handling Class Member calls and uncashed checks. (*See* Polites Decl.)

VIII. <u>THE PROPOSED PAGA PAYMENT IS REASONABLE</u>

Here, the PAGA Penalties in the sum of $30,000, of which 75% ($22,500) will be paid to the Labor Workforce Development Agency ("LWDA") and 25% ($7,500) will be paid to the Aggrieved Employees, is reasonable and appropriate under the circumstances. The Parties

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negotiated a good faith amount for PAGA penalties to be paid to the LWDA and to the Aggrieved Employees. (Adams Decl. ¶ 29.) The portions to be paid to the LWDA and the Aggrieved Employees was not the result of self-interest at the expense of any Class Member. (*Id.*) Where parties "negotiate[] a good faith amount" for PAGA penalties and "there is no indication that this amount was the result of self-interest at the expense of other Class Members," such amounts are generally considered reasonable. *Hopson v. Hanesbrands Inc.*, No. CV-08-0844 EDL, 2009 WL 928133, at *9 (N.D. Cal. Apr. 3, 2009). The amount to be paid to the LWDA comports with approved PAGA settlements. *See, e.g.*, *Hopson v. Hanesbrands Inc.*, No. CV-08-0844 EDL, 2008 WL 3385452, at *1 (N.D. Cal. Aug. 8, 2008) (approving PAGA settlement of 0.3% or $1,500); *Garcia v. Gordon Trucking, Inc.*, No. 1:10-CV-0324 AWI SKO, 2012 WL 5364575, at *3 (E.D. Cal. Oct. 31, 2012) (approving settlement of 0.27%); *Villacres v. ABM Indus. Inc.*, 189 Cal. App. 4th 562 (2010), *review denied* (Feb. 16, 2011) (PAGA claims may be settled without any money allocated to those claims).

It is important to note that the LWDA declined to pursue the alleged PAGA violations in response to Plaintiff's administrative complaint submitted to the LWDA on September 7, 2021. (Adams Decl. ¶ 30.) In addition, Plaintiff submitted the Settlement Agreement to the LWDA prior to the preliminary approval hearing and notified the LWDA of the dates and times of the hearing. (*Id.*) As a further cautionary measure, concurrently with filing this motion for final approval, Plaintiff submitted the motion and supporting documents to the LWDA and provided notice of the final approval hearing on December 16, 2025 at 10:00 a.m. (*Id.*) To date, the LWDA has never commented on or objected to the PAGA Penalties, constituting its tacit approval of the Settlement. (*Id.*)

IX. THE REQUESTED SERVICE PAYMENT AWARD IS REASONABLE

Plaintiff and appointed Class Representative Vershell Hall respectfully requests an award of $7,500 for having initiated and prosecuted this litigation on behalf of the Class, for work performed, providing information and documents to Class Counsel, attending the mediation telephonically, providing a general release of all claims, assuming responsibility of defense costs had this case been lost, and the substantial benefits to be received by 361068 Class Members. (*See* Hall

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Decl. ¶¶ 5-15 (filed in support of Motion for Preliminary Approval).)

X. CONCLUSION

The Settlement reached in this class action litigation will efficiently, economically, and favorably resolve what would otherwise be protracted and expensive litigation. Accordingly, Plaintiff and the Class respectfully request the Settlement be given final approval, and that Class Counsel attorneys' fees and litigation costs, the Class Representative's service payment, the Administrator's expenses, and the PAGA Penalties be awarded as requested by this motion.

Dated: May 20, 2025 **KJT LAW GROUP LLP**

By: ______________________________

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