KINGSLEY SZAMET
EMPLOYMENT LAWYERS
ERIC B. KINGSLEY, Esq. (SBN 185123)
eric@kingsleylawyers.com
KELSEY M. SZAMET, Esq. (SBN 260264)
kelsey@kingsleylawyers.com
JESSICA BULAON, Esq., (SBN 340749)
jessi@kingsleylawyers.com
16133 Ventura Blvd., Suite 1200
Encino, CA 91436
Tel: (818) 990-8300, Fax (818) 990-2903

Attorneys for Plaintiffs and the proposed class

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

JAMES SARAMI, DOUGLAS STUMVOLL; ANDREY TARASOV, as individuals, on behalf of themselves and others similarly situated PLAINTIFFS, v. TEND EXCHANGE SUBSIDIARY, LLC; TEND EXCHANGE & DELAWARE TENDER STAFFING, LLC; and DOES 1 thru 50, inclusive, DEFENDANTS.	CASE NO. 23STCV02139 [Case Assigned for All Purposes to Hon. William F. Highberger in Dept. 10] **NOTICE OF MOTION AND MOTION FOR FINAL APPROVAL OF ATTORNEYS' FEES AND COSTS; MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT THEREOF** *[Filed concurrently with Declarations of Declarations of Kelsey M. Szamet; Douglas Stumvoll, Andrey Tarasov, and Madely Nava of Apex Class Action LLC, Proposed Order, and Proposed Judgment]* Date: January 12, 2026 Time: 2:30 PM Dept.: 10 Complaint Filed: January 31, 2023 Trial Date: None Set

TO ALL PARTIES AND TO THEIR ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE that on January 12, 2026 at 2:30 PM in Department 10 of the above-entitled court, Plaintiffs DOUGLAS STUMVOLL and ANDREY TARASOV ("Plaintiffs") will, and hereby does, move the Court for an Order granting final approval of Class Counsel's Attorneys' Fees and Costs pursuant to the Parties' Class Action and PAGA Settlement Agreement. Plaintiffs also respectfully request that the Court award an enhancement of $15,000.00.

Good cause exists for the granting of this Motion because the work of Plaintiffs and Class Counsel resulted in an excellent settlement that created a common fund that compensates Settlement Class Members. Class Counsel seek compensation from the common fund.

The Motion will be based on this Notice of Motion; the accompanying Memorandum of Points and Authorities; the Declarations of Kelsey M. Szamet; Plaintiffs Douglas Stumvoll and Andrey Tarasov; and Madely Nava; all other papers and records on file in this action; and on such oral and documentary evidence as may be presented at the hearing on this Motion.

DATED: November 25, 2025

KINGSLEY SZAMET EMPLOYMENT LAWYERS

By: ____________________________

Kelsey M. Szamet
Attorneys for Plaintiffs and the proposed class

TABLE OF CONTENTS

TABLE OF AUTHORITIES

Federal Cases

State Cases

State Statutes

State Rules

MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

Pursuant to California Rules of Court, rule 3.769 (b) and California Code of Civil Procedure section 382, Plaintiffs Douglas Stumvoll and Andrey Tarasov ("Plaintiffs") move this Court for approval of an award of attorneys' fees and reimbursement of expenses to Class Counsel, pursuant to the terms of the preliminary-approved Class Action and PAGA Settlement Agreement ("Agreement") between named Plaintiffs and Defendant Tend Exchange Subsidiary, LLC; Tend Exchange & Delaware Tender Staffing, LLC ("Defendant"). Class Counsel also respectfully requests that the Court award an enhancement for the named Plaintiffs of $7,500 each ($15,000.00 total.)

II. STATUS OF THE SETTLEMENT

In an effort to conserve the Court's time and resources, Plaintiffs will not repeat the Procedural History set forth in the concurrently-filed Motion for Final Approval of Class Action Settlement.

The Agreement has been preliminarily-approved by the Court and the Notice of Class Action Settlement disseminated. (Declaration of Kelsey M. Szamet ¶25 ("Szamet Decl."); Declaration of Madely Nava ¶7 ("Nava Decl.".)

As discussed in the Motion for Final Approval of Class Action Settlement, Class Counsel worked diligently on behalf of the preliminarily certified Settlement Class Members in order to obtain this Settlement.

III. THE COURT SHOULD GRANT PLAINTIFF'S APPLICATION FOR AN AWARD OF ATTORNEYS' FEES

A. <u>Class Counsel are Entitled to a Fee From the Common Fund</u>

On August 11, 2016, the California Supreme Court decided *Laffitte v. Robert Half International,* which addressed the correct methodology for awarding fees in a class action settlement. (*Laffitte v. Robert Half Intern. Inc.* (Cal. 2016) 205 Cal.Rptr.3d 555, 573.) The *Laffitte* Court approved awarding fees as a percentage of the settlement fund in cases like the present one, where a settlement results in the creation of a common fund on behalf of a class:

> We join the overwhelming majority of federal and state courts in holding that when class action litigation establishes a monetary fund for the benefit of the class members, and the trial court in its equitable powers awards Class Counsel a fee out of that fund, the court may determine the amount of a reasonable fee by choosing an appropriate percentage of the fund created.

(*Id.* at p. 573.) The Court then set out several reasons why the percentage-of-the-fund method is preferred over the alternative lodestar-multiplier approach in California courts:

> The recognized advantages of the percentage method—including relative ease of calculation, alignment of incentives between counsel and the class, a better approximation of market conditions in a contingency case, and the encouragement it provides counsel to seek an early settlement and avoid unnecessarily prolonging the litigation [citations]—convince us the percentage method is a valuable tool that should not be denied our trial courts.

(*Id.* at p. 573.)

An award of 1/3 of the common fund is appropriate here under the "substantial benefit" theory. (*Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1810; *Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 254.) That theory permits a litigant who has sued in a representative capacity to recover fees when the litigant's efforts have created a substantial, actual, and concrete benefit for members of an ascertainable class and the court's jurisdiction over the subject matter makes possible an award which spreads the cost proportionately among the members of the benefitted class. (*See Ciani v. San Diego Trust & Sav. Bank* (1994) 25 Cal.App.4th 563, 578.)

This doctrine rests on the understanding that attorneys should normally be paid by their clients, and that unless attorneys' fees are paid out of the common fund, those who benefitted from the fund would be unjustly enriched. (*Woodland Hills Residents Assn., Inc. v. City Council* (1979) 23 Cal.3d 917, 943; *Save El Toro Ass'n v. Days* (1979) 98 Cal.App.3d 544, 548-49.) To prevent this unfair result, courts exercise their inherent equitable powers to assess attorneys' fees against the entire fund, thereby spreading the cost of those fees among all those who benefitted. (*Serrano III*, 20 Cal.3d at p. 35.) "A court, in the exercise of its equitable discretion, may decree that those receiving the benefit should contribute to the costs of its production." (*Save El Toro Assn., supra*, 98 Cal.App.3d at p. 548.) As this approach "better approximates the workings of the marketplace than the lodestar approach," there is "a greater judicial willingness to evaluate a fee award as a percentage of the recovery" in common fund cases. (*Lealao v. Beneficial Calif., Inc.* (2000) 82 Cal. App. 4th 19, 31, 48.)

As detailed fully in the Agreement and set forth above, the Agreement provides for Defendant to create a Gross Settlement Amount of $1,415,850.00. From that fund, Plaintiff requests an award of attorneys' fees in the amount of $471,950.00, or 1/3 of the Gross Settlement Amount created on behalf of members of the Class. (Szamet Decl. ¶140.) This litigation resulted in "a substantial, actual and concrete . . . benefit on the members of an ascertainable class," *Save El Toro Assn., supra*, 98 Cal.App.3d at p. 548, namely a non-reversionary settlement fund of $1,415,850.00. Because none of the Settlement Class Members have paid fees to Class Counsel for their efforts during the litigation, equity requires that they pay a fair and reasonable fee based on what the market would traditionally require, no less than if they had hired private counsel to litigate their cases individually. Class Counsel is therefore entitled to a reasonable contingency fee of 1/3 from the Settlement fund as a whole.

B. The Attorneys' Fees Requested By Class Counsel Are Well Within the Range of Fees in Comparable Cases

Courts historically award fees in the twenty-to-fifty-percent range, depending on the circumstances of the case. As stated in Newberg:

> No general rule can be articulated on what is a reasonable percentage of a common fund. Usually 50% of the fund is the upper limit on a reasonable fee award from a common fund in order to assure that the fees do not consume a disproportionate part of the recovery obtained for the Class, although somewhat larger percentages are not unprecedented.

(Newberg on Class Actions, 3rd Ed., 1992, § 14.03; *and see Chavez v. Netflix, Inc*. (2008) 162 Cal.App.4th 43, 66, fn 11 ["Empirical studies show that, regardless whether the percentage method or the lodestar method is used, fee awards in class actions average around one-third of the recovery."] Thus, Class Counsel's requested fee of 33.3% is not only well within the range of reasonableness, but is fair compensation for undertaking this complex, risky, expensive, and time-consuming litigation on a contingent basis.

///

C. The Contingency Fee of 1/3 Requested By Class Counsel Is Reasonable Based on the Risks of Litigation and the Diligent Efforts of Counsel that Led to an Outstanding Settlement for the Class

In the present case, Class Counsel asks the Court to award a fee of 1/3 of the common fund, or $471,950.00, as provided in the Agreement. This amount is reasonable because Class Counsel's diligent litigation efforts and experience led to an outstanding settlement, with an average net recovery of over $57.99 per Settlement Class Member (*See* Nava Decl. ¶16), based on cognizable risks which are discussed in detail in Plaintiff's Motion for Final Approval of Class Action Settlement.

Additionally, it is recognized that one of the primary factors justifying an attorney fee award in cases such as this are the attendant risks inherent in the litigation. As observed in *City of Detroit v. Grinnell Corporation* (2d Cir. 1974) 495 F.2d 448, 470:

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

Class Counsel extensively addressed the perceived risks in this case in the concurrently filed Motion for Final Approval of Class Action Settlement and will not repeat that analysis here. In addition to the complexity of this case, Class Counsel has borne the entire risk and costs of this litigation during the entire time that it has been pending, all on a pure contingency basis. (Szamet Decl. ¶141.) Through the investment of substantial effort and resources, Class Counsel has secured an outstanding Settlement of behalf of the Settlement Class Members. (*Id.*) Defendant vigorously contested liability, the amount of claimed damages, and the propriety of class certification. (*Id.*) It is this kind of situation, involving complex issues, that has been recognized as justifying a substantial attorney fee award. (*Id.*)

IV. CLASS COUNSEL'S FEE REQUEST IS REASONABLE UNDER A LODESTAR CROSSCHECK

Courts may "cross-check" the results of the common fund method against the lodestar method. (*See, e.g., In re Consumer Privacy Cases* (2009) 175 Cal.App.4th 545, 557.) The lodestar is calculated by multiplying the reasonable hours expended by a reasonable hourly rate. (*Serrano v. Priest* (1977) 20 Cal.3d 25, 48-49 ("*Serrano III*").) Those rates reflect "the general local hourly rate for a fee-bearing case" and do "not include any compensation for contingent risk, extraordinary skill, or any other factors." (*Ketchum v. Moses* (2001) 24 Cal.4th 1122, 1138.) The court may then enhance the lodestar with a multiplier. (*Wershba*, *supra*, 91 Cal.App.4th at p. 254; *Rebney v. Wells Fargo Bank* (1991) 232 Cal.App.3d 1344, 1347; *Serrano III*, *supra*, 20 Cal.3d at p. 49.)

A. Requested Multiplier

The purpose of using the lodestar/multiplier method is to mirror the legal marketplace. Counsel will not handle cases for straight hourly fees payable only if they win; therefore, an enhancement is often awarded so that the fee received is commensurate with what attorneys could expect to be compensated for services in similar circumstances. (*See San Bernardino Valley Audubon Soc., Inc. v. County of San Bernardino* (1984) 155 Cal.App.3d 738, 755 [an award must be large enough "to entice competent counsel to undertake difficult public interest cases"].) No specific findings reflecting the court's calculations are required. (*Wershba*, *supra*, 91 Cal.App.4th at p. 254; *Rebney*, *supra*, 232 Cal.App.3d at p. 1349.) "The record need only show that the attorney fees were awarded according to the 'lodestar' or 'touchstone' approach." (*Ibid.*)

Here, a lodestar cross-check confirms that the percentage requested is reasonable. Class Counsel's aggregate lodestar amounts to $207,284.00 (without future hours)[1], which represents 218.5 hours of attorney work on this litigation incurred from its inception through the filing of Plaintiff's Motion for Final Approval. (Szamet Decl. ¶149.) As such, Class Counsel is asking for a multiplier of 2.28. (Szamet Decl. ¶150.) Typically, the lodestar is merely the starting point of the calculation of a reasonable fee, and courts often multiply the lodestar by a factor to account for the risk of non-payment, delay in payment, the quality of work, and the novelty and difficulty of the issues involved. (*See Radar v. Thrasher* (1962) 57 Cal.2d 244, 253; *Beasley v. Wells Fargo*

[1] Though Class Counsel will certainly continue to spend time working on this matter for tasks such as preparing for and attending the final approval hearing, overseeing the administration process, and communicating with Settlement Class Members, Plaintiff's Counsel are not requesting approval of future hours.

Bank (1991) 235 Cal.App.3d 1407, 1419; *Coal. for L.A. County Planning v. Bd. of Supervisors* (1977) 76 Cal.App.3d 241, 251.)

B. The Number of Hours Claimed is Reasonable

Plaintiff's counsel are entitled to be compensated "for all time reasonably expended in pursuit of the ultimate result achieved in the same manner that an attorney traditionally is compensated by a fee-paying client for all time reasonably expended on a matter." (*Hensley v. Eckerhart* (1983) 461 U.S. 424, 431 [internal quotations omitted]; *accord Serrano v. Unruh* (1982) 32 Cal.3d 621, 633 ["Serrano IV"] [parties should recover for all hours reasonably spent]; *Meister v. Regents of Univ. of Cal.* (1998) 67 Cal.App.4th 437, 447-48 [same].)

The amount of time spent on this case (over 218.5 hours), which culminated in a very favorable proposed Settlement for the Settlement Class Members, is reasonable given the complexity and novelty of the issues involved, the vigorous defense, the length and intensity of the litigation, and the exceptional results obtained. (Szamet Decl. ¶151.) Class Counsel litigated this action with great efficiency in light of the amount of work required to achieve the Settlement. (Szamet Decl. ¶152.) Class Counsel has submitted a declaration evidencing the reasonable hourly rate for their services and establishing the number of hours spent working on the case. (Szamet Decl. ¶¶153-161.) Accordingly, Plaintiff is entitled to full compensation for the hours claimed by Class Counsel.

C. The Hourly Rates Requested Are Reasonable

Class Counsel is entitled to be compensated at hourly rates that reflect the reasonable market value of their legal services, based on their experience and expertise. (*See Serrano IV*, *supra*, 32 Cal.3d at pp. 640-43, n.31.) "The reasonable hourly rate is that prevailing in the community for similar work." (*PLCM Group, Inc. v. Drexler* (2000) 22 Cal.4th 1084, 1095.) Payment at full market rates is essential to entice well-qualified counsel to undertake difficult cases, such as this one. (*San Bernardino Valley Audubon Soc'y v. County of San Bernardino* (1984) 155 Cal. App. 3d 738, 755.) Additionally, calculation of a lodestar based on current hourly rates is appropriate as a means of compensating for delay in payment. (*Missouri v. Jenkins by Agyei* (1989) 491 U.S. 274, 283-84.)

The requested hourly rates in this case range from $495.00 per hour to $1,210.00. (Szamet Decl. ¶153.) Class Counsel's hourly rates are fully supported by their experience and reputation in handling complex employment litigation, including wage and hour class actions. (Szamet Decl. ¶154; ¶¶155-161.)

Mr. Kingsley is a 25+-year attorney with expertise in wage and hour class action lawsuits. (Szamet Decl. ¶155.) He has litigated several hundred such cases, including at the appellate level at the U.S. Supreme Court, California Supreme Court, the Ninth Circuit, and the California Court of Appeal. (Szamet Decl. ¶156.) He is also a prolific speaker at various seminars on employment law and has contributed to legal publications on employment topics. (Szamet Decl. ¶157.) Biographical information for the other handling attorneys is included in the concurrently filed Declaration of Kelsey M. Szamet. (Szamet Decl. ¶¶158-161.)

Class Counsel's charged rates are commensurate with the prevailing market rates in Los Angeles County for attorneys of comparable experience and skill handling complex litigation. (Szamet Decl. ¶163.) Furthermore, Class Counsel's rates in calculating the lodestar are the same rates charged to non-contingent hourly clients and thus necessarily reflect the current market value of counsel's legal services.[2] (Szamet Decl. ¶164.) Class Counsel has made all reasonable attempts to avoid duplication of assignments and to assign tasks to timekeepers at the appropriate billing rates. (Szamet Decl. ¶165.)

Finally, Class Counsel's rates are in line with the 2024-2025 Laffey Matrix, which is a fee scale that courts often consult in determining the reasonableness of hourly rates. Under the adjusted Laffey Matrix, a reasonable rate for an attorney with 20+ years of experience, such as Mr. Kingsley, is $1141, a reasonable rate for an attorney with 16 years of experience, such as Ms. Szamet, is $948, a reasonable rate for an attorney with 4-7 years of experience, such as Ms. Adlouni and Ms. Bulaon, is $581. (Szamet Decl. ¶166; Ex. 4 [2024-2025 Adjusted Laffey Matrix].)

---

[2] The Court should also note that other California courts approved many of these same rates over 15 years ago. (*See, e.g.*, *Bihun v. AT&T Info. Sys., Inc.* (1993) 13 Cal.App.4th 976, 997, disapproved on other grounds, 6 Cal.4th 644, 664 [$450 hourly rate was a reasonable fee based on counsel's knowledge, skill, experience and reputation].)

D. The Fees Requested Are Reasonable

The trial court has substantial discretion in adjusting the lodestar to account for various factors inadequately reflected therein. (*See Lealao, supra*, 82 Cal.App.4th at pp. 40-45.) A lodestar multiplier is recognized as earned compensation: "The adjustment to the lodestar, e.g., to provide a fee enhancement reflecting the risk the attorney will not receive payment if the suit does not succeed, constitutes earned compensation; unlike a windfall, it is neither unexpected nor fortuitous." (*Ketchum, supra,* 24 Cal.4th at p. 1138.)

In California, courts regularly use a multiplier of 2.0 or greater in statutory fee cases to approximate market fees.[3] In fact, "[m]ultipliers in the 3-4 range are common in lodestar awards for lengthy and complex class action litigation." (*Van Vraken v. Atlantic Richfield Co.* (N.D.Cal.1995) 901 F.Supp. 294, 298; *see also*, *Wershba*, *supra*, 91 Cal.App.4th at p. 255 ["Multipliers can range from 2 to 4 or even higher."].) Here, Class Counsel is requesting a multiplier of 2.28. (Szamet Decl. ¶169.)

The court may augment the lodestar upon consideration of various factors, including, but not limited to: (1) the novelty and difficulty of the questions involved, (2) the skill displayed in presenting them, (3) the extent to which the nature of the litigation precluded other employment by the attorneys, and (4) the contingent nature of the fee award, both from the point view of eventual victory on the merits and of establishing eligibility for an award. (*See Serrano III*, *supra*, 20 Cal.3d at pp. 41, 49.)

Each of the multiplier factors articulated in *Serrano III* supports the Court awarding the requested enhancement of Class Counsel's aggregate lodestar.

i. Novelty and Difficulty of Questions Presented

This case dealt with difficult legal and factual questions. Significantly, the risk attendant to the underlying claims in this matter was great considering Defendant's defenses. As discussed in detail in the extensive risk analysis section in Plaintiffs' Motion for Preliminary Approval of

[3] See, for example, *Mangold v. Cal. Pub. Utils. Comm'n*, 67 F.3d 1470, 1478-79 (9th Cir. 1995) (2.0); *City of Oakland v. Oakland Raiders* (1988) 203 Cal.App.3d 78, 82-85 (2.34); *Coal. for L.A. County Planning v. Bd. of Supervisors* (1977) 76 Cal.App.3d 241, 251 (slightly above 2.0); *Crommie v. State of Cal. Public Utilities Comm'n* (N.D. Cal. 1994) 840 F.Supp.719, 726 (2.0 multiplier in employment case).

Settlement, were this case to proceed, Defendant would have a strong incentive to litigate tenaciously. (Szamet Decl. ¶171.) There are genuine issues in dispute. (*Id*.)

ii. Skill Displayed in Presenting Questions Presented

Class Counsel are skilled wage and hour practitioners with decades of experience who diligently prepared and litigated this matter as discussed. (Szamet Decl. ¶172; *Id at* ¶¶135-136.)

iii. Preclusion of Other Employment By Attorneys

To achieve the ultimate result in this case, Co-lead Class Counsel had to incur substantial risk and expense, and were precluded from taking other fee generating employment for over 218 hours of attorney time. (Szamet Decl. ¶173.)

iv. Contingent Nature of the Fee Award

This matter had been handled purely on a contingency fee basis and Class Counsel have advanced many thousands of dollars in costs while deferring all payment of fees, with no guarantee that any of the fees incurred or costs advanced would ever be recovered, and diverting significant firm resources to prosecution of this matter. (Szamet Decl. ¶174.)

v. Success Achieved

Class Counsel believe this is an exceptional result that has been well received by Settlement Class Members. (Szamet Decl. ¶175.)

vi. Rate of Acceptance of Benefits Offered to Class Members

There have been zero opt-outs or objections to date. (Nava Decl. ¶¶11-12.)

Accordingly, Plaintiffs' multiplier request is justified and the lodestar/multiplier cross-check confirms the reasonableness of Class Counsel's fee request. The Court should therefore approve the attorneys' fee award for time spent in the successful prosecution of this matter.

V. THE COURT SHOULD APPROVE THE REQUEST FOR REIMBURSEMENT OF COSTS

In addition to their request for fees, Class Counsel further request reimbursement of the reasonable out-of-pocket expenses advanced and/or incurred by them in connection with this litigation, in the amount of $15,000.00. (Szamet Decl. ¶176.) To date, Kingsley Szamet Employment Lawyers has incurred $12,801.06 in costs. (Szamet Decl. ¶177.) Class Counsel anticipates incurring an additional $600.00 in costs to file, serve, and copy this motion; to prepare for and attend the hearing; and for future copy charges. (Szamet Decl. ¶178; Agreement ¶3.2.2.) As such, Class Counsel is requesting a cost reimbursement of $13,401.56. (Szamet Decl. ¶179.)

All of the requested costs are reasonable in amount and were necessarily incurred by Class Counsel in prosecuting this litigation. (Szamet Decl. ¶180; Ex. 5 [Cost Report].)

Expenses in this matter to date include costs for filing fees, research, mediation, employment of a database expert to synthesize the tens of thousands of lines of payroll and timekeeping data produced by Defendant to assist with preparation of Plaintiff's damage model, and additional costs for the prosecution of this case evidenced in the costs spreadsheet attached to the Declaration of Kelsey M. Szamet. All of these costs have been incurred in the course of this litigation, and all costs advanced have already been paid by Class Counsel. (Szamet Decl. ¶181.)

Accordingly, the requested reimbursement of the reasonable out-of-pocket expenses advanced and/or incurred is appropriate and justified as part of the overall settlement and the Court should approve the request for reimbursement in the amount of $13,401.56.

VI. THE NAMED PLAINTIFF'S ENHANCEMENT SHOULD BE APPROVED

Finally, Plaintiff's Counsel request an enhancement of $15,000.00 to the named Plaintiffs DOUGLAS STUMVOLL and ANDREY TARASOV work on behalf of the Class. (Szamet Decl. ¶182.) As set forth in detail in Plaintiffs' Motion for Final Approval of Class Settlement and Plaintiffs' declarations, Plaintiffs invested significant time and effort in this case. (Szamet Decl. ¶183; Stumvoll Decl. ¶6; Tarasov Decl. ¶6.)

Plaintiffs were also at risk of for paying Defendants' legal fees and costs in the event that Defendants prevailed at trial. (Szamet Decl. ¶187.)

The Class has benefited from Plaintiffs' action in stepping forward on their behalf to bring this lawsuit. (Szamet Decl. ¶188.) The average settlement payment is $57.99 for a Settlement Class Member with a high of $2,991.74. (Nava Decl. ¶16.)

Further, The Class Notice disclosed the enhancement award. (*See* Agreement Ex. 1 [class notice], p. 3.) (Szamet Decl. ¶189.) As of today, no Settlement Class Member has objected to the proposed enhancement. (Szamet Decl. ¶190.)

Under the circumstances, a cumulative representative payment of $15,000.00 is justified and the Court should award this payment of $7,500.00 each to Douglas Stumvoll and Andrey Tarasov from the Gross Settlement Amount as provided in the Agreement. (Szamet Decl. ¶191.)

VII. PROOF OF SUBMISSION TO THE LABOR AND WORKFORCE DEVELOPMENT AGENCY

As indicated on the Proof of Service, Plaintiffs' Motion for Approval of Attorneys' Fees and Costs ("Motion") was uploaded to the Labor and Workforce Development Agency's ("LWDA") website on the date this Motion was filed as required by statute. Proof of submission of Plaintiffs' Motion, all related documents, and copy of the email from the LWDA confirming receipt is attached to the Declaration of Kelsey M. Szamet as Exhibit "6". (Szamet Decl. ¶192.)

VIII. CONCLUSION

Class Counsel respectfully requests that the Court award a fee equal to 1/3 of the gross settlement amount, or $471,950.00 and reimbursement of costs of $13,401.56. Class Counsel also respectfully requests that the Court award an enhancement for the named Plaintiffs of $15,000.00. For the above reasons, all of these requests are appropriate and justified as part of the overall Settlement, and the Court should approve them as reasonable and fair.

DATED: November 25, 2025

KINGSLEY SZAMET EMPLOYMENT LAWYERS

By: ______________________________

Kelsey M. Szamet
Attorneys for Plaintiffs and the proposed class

(PROOF OF SERVICE)
[CCP 1013(a)(3)]
STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 years and not a party to the within action. My business address is 16133 Ventura Boulevard, Suite 1200, Encino, California 91436.

On November 25, 2025, I served all interested parties in this action the following documents described as **NOTICE OF MOTION AND MOTION FOR FINAL APPROVAL OF ATTORNEYS' FEES AND COSTS; MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT THEREOF**by placing a true copy thereof enclosed in a sealed envelope addressed as follows:

OGLETREE DEAKINS
Isabella B. Urrea
Isbella.urrea@ogletree.com
Alexander M. Chemers
Zander.chemers@ogletreedeakins.com
Sally I. Navarrete
Sally.navarrete@ogletreedeakins.com
Jenny Carmona
Jenny.carmona@ogletreedeakins.com
400 South Hope Street, Suite 1200
Los Angeles, CA 90071

[XX] BY ELECTRONIC SERVICE: I caused a true and correct copy thereof to be electronically filed using the Labor and Workforce Development Agency Electronic Filing ("EF") System (https://dir.tfaforms.net/315) and service was completed by electronic means by transmittal of the documents referenced herein on the EF System.

[XX] BY ELECTRONIC MAIL THROUGH CASE ANYWHERE: On interested parties set forth on the attached service list.

[XX] **(STATE)** I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on November 25, 2025, at West Hollywood, California.

Taylor Gregg