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UNITED STATES DISTRICT COURT

EASTERN DISTRICT OF CALIFORNIA

SIMON MUNOZ and GIANCARLO BLANCO on behalf of themselves, all others similarly situated, and on behalf of the general public, Plaintiffs, v. RDO EQUIPMENT CO.; and DOES 1-100, Defendants.	Case No. 1:23-cv-00979-DAD-AC [Hon. Dale A. Drozd] **PLAINTIFFS SIMON MUNOZ AND GIANCARLO BLANCO'S NOTICE OF MOTION AND MOTION FOR ATTORNEYS' FEES, COSTS, AND ENHANCEMENT PAYMENTS** Date: November 17, 2025 Time: 1:30 p.m. Courtroom: 4 Action Filed: April 25, 2023 Action Removed: June 28, 2023 Trial Date: None Set

TO ALL PARTIES HEREIN AND TO THEIR COUNSEL OF RECORD:

PLEASE TAKE NOTICE that Plaintiffs Simon Munoz and Giancarlo Blanco move this Court for an order: (1) approval of an award of attorneys' fees to Class Counsel in the amount of $679,932 (33.33% of the Maximum Settlement Amount); (2) approval of an award of costs to Class Counsel in the amount of $32,776.55; and (3) approval of Class Representative Enhancement Payments in the amount of $10,000 each to Plaintiffs/Class Representatives Simon Munoz and Giancarlo Blanco.

This motion is set for determination on November 17, 2025, at 1:30 p.m. in Courtroom 4 before the Honorable Dale A. Drozd in Robert T. Matsui United States Courthouse located at 501 I Street, Sacramento, California 95814. This motion is based upon this notice, the accompanying Memorandum of Points & Authorities filed herewith, the accompanying Declaration of David Mara filed herewith and all exhibits thereto, the Declaration of Douglas Han, the filings on record in this case, and upon such further evidence, both documentary and oral, that may be presented at the hearing of this motion.

Dated: October 10, 2025

MARA LAW FIRM, PC

By:/s/ *Jill Vecchi*
David Mara, Esq.
Jill Vecchi, Esq.
Attorneys for Plaintiff

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I. INTRODUCTION

Plaintiffs Simon Munoz ("Plaintiff Munoz") and Giancarlo Blanco ("Plaintiff Blanco") (collectively, "Plaintiffs") respectfully request that this Court enter an order approving of Class Counsel's Attorneys' Fees and Costs, as well as the Class Representatives' Enhancement Payments in accordance with the Parties' Joint Stipulation and Settlement Agreement ("Agreement" or "Settlement Agreement") that was preliminarily approved of by this Court on July 30, 2025. (*See* ECF Dkt. No. 45).

This is a non-reversionary $2,040,000[1] class action settlement achieved on behalf of 641 Class Members. The proposed Class is defined as all current and former non-exempt, hourly employees who were employed by RDO in California at any time from April 25, 2019, through May 11, 2024.[2] The settlement represents a fair, adequate, and reasonable resolution to this litigation, as it provides definite and significant recovery in light of the risks of further litigation, with Participating Class Members[3] to receive an estimated average recovery of $1,867.64.[4] The Parties contend the proposed settlement is reasonable in light of the strengths of Plaintiffs' case, risks of further litigation, and the estimated values of Plaintiffs' claims at trial. The value of this settlement is further increased because none of the funds will revert to Defendant.

The settlement represents a substantial recovery for the Class and a well-crafted compromise of

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[1] The Agreement indicates that if Final Approval is not achieved by September 11, 2025, then Defendant shall add 2% ($40,000) to the Gross Settlement Amount. Prior to the date of the Notice mailing, the Final Approval hearing was scheduled for November 11, 2025. Accordingly, $40,000 was added to the Gross Amount. Therefore, the Gross Settlement amount is $2,040,000 (*i.e.* $2,000,000 *plus* $40,000). (*See* Declaration of Kevin Lee Regarding Notice and Settlement Administration filed with Plaintiffs' motion for final approval ("Lee Dec.") fn. 1).

[2] The Escalator Provision of the Agreement indicates that, if the total number of workweeks during the period from April 25, 2019, through July 9, 2024, exceeds 70,065 by more than 10% (*i.e.* if there are more than 77,071 workweeks during the aforementioned period), then Defendant agrees to either, (a) increase the Gross Settlement Amount on a proportionate basis for the percentage increase over 10%, or (b) adjust the end date of the Class Period so as to have an earlier end date to limit the number of workweeks below 77,071. The Escalator Provision was triggered, and Defendant elected to adjust the end date of the Class Period so as to have an earlier end date so as to keep the number of workweeks less than 77,071. As of May 11, 2024, Class Members had worked 76,704 workweeks. Accordingly, the Class Period ends on May 11, 2024. (*See* Lee Dec. ¶ 12).

[3] Participating Class Members are all Class Members who do not submit a valid and timely request to exclude themselves from this Settlement. (Exhibit 1 ¶ 37).

[4] Lee Dec. ¶ 14.

the Parties' divergent positions. Further, the settlement has been reached after considerable negotiation and was guided by the efforts of an experienced mediator. Each side evaluated the strengths and weaknesses of their case and independently concluded that this settlement represents a responsible means of addressing Plaintiffs' claims and Defendant's defenses.

This recovery represents a positive outcome for the Class Members, all of whom may normally not possess the means to individually pursue his or her own claims. The Class Members in this case have received the benefit of working with experienced and knowledgeable wage and hour attorneys who vigorously pursued, litigated, negotiated, and eventually settled this highly contested matter and reached a successful resolution. Therefore, for all of the foregoing reasons, Class Counsel respectfully request the Court approve the requested attorneys' fees in the amount of $679,932 (representing 33.33% of the Gross Settlement Amount), litigation costs in the amount of $32,776.55, and Plaintiffs' Class Representative Enhancement Payments in the amount of $10,000 each.

II. THE REQUESTED ATTORNEYS' FEES AND COSTS ARE REASONABLE

a. Class Counsel Have Extensive Experience Acting as Class Counsel

Class Counsel's experience in complex class action matters is extensive. Class Counsel have prosecuted numerous cases on behalf of employees for California Labor Code violations and thus are experienced and qualified to evaluate the class claims and to evaluate settlement versus trial on a fully informed basis, and to evaluate the viability of the defenses. (Declaration of David Mara, Esq. in Support of Motion for Attorneys' Fees, Costs, and Enhancement Payments ("Mara Dec.") ¶¶ 2-12; Declaration of Douglas Han, Esq., in Support of Final Approval of Class Action Settlement ("Han Dec.") ¶¶ 15-21). Indeed, Mr. Mara was class counsel in *Hohnbaum et al. v. Brinker Restaurant Corp et al.,* which is the subject case in the landmark decision of *Brinker Restaurant Corp. v. Superior Court*, 53 Cal.4th 1004 (2012). (Mara Dec. ¶ 4). This experience instructed Class Counsel on the risks and uncertainties of further litigation and guided their determination to endorse the proposed settlement.

b. The Court Should Approve of the Requested Attorneys' Fees

i. The Attorneys' Fee Request is Reasonable Under the "Common Fund/Percentage" Analysis

Both California and federal courts have recognized that an appropriate method for awarding attorney's fees in class actions is to award a percentage of the "common fund" created as a result of the settlement. *Bell v. Farmers Ins. Exch.*, 115 Cal. App. 4th 715, 726, 765 (2004).

1. The Common Fund Doctrine

The purpose of the common fund/percentage approach is to "spread litigation costs proportionally among all the beneficiaries so that the active beneficiary does not bear the entire burden alone." *Vincent v. Hughes Air West, Inc.*, 557 F.2d 759, 769 (9th Cir. 1877). In *Quinn v. State of California*, the Court stated: "[O]ne who expends attorneys' fees in winning a suit which creates a fund from which others derive benefits may require those passive beneficiaries to bear a fair share of the litigation costs." *Quinn v. State of California*, 15 Cal.3d 162, 167 (1995). Similarly, in *City and County of San Francisco v. Sweet*, the California Supreme Court recognized that the common fund doctrine has been applied "consistently in California when an action brought by one party creates a fund in which other persons are entitled to share." *City and County of San Francisco v. Sweet*, 12 Cal.4th 105, 110 (1995).

The reasons for applying the common fund doctrine include:

> …fairness to the successful litigant, who might otherwise receive no benefit because his recovery might be consumed by the expenses; correlative prevention of an unfair advantage to the others who are entitled to share in the fund and who should bear their share of the burden of its recovery; encouragement of the attorney for the successful litigant, who will be more willing to undertake and diligently prosecute proper litigation for the protection or recovery of the fund if he is assured that he will be properly and directly compensated should his efforts be successful.

Id. The common fund approach continues to be a preferred method of awarding fees. Since *Serrano v. Priest*, 20 Cal.3d 25, 48 (1977) ("*Serrano III*"), there has been a "ground swell of support for mandating the percentage-of-the-fund approach in common fund cases." *Lealao v. Beneficial California, Inc.*, 82 Cal. App. 4th 19, 27 (2000). *Lealao* discusses at length the judicial perception of the lodestar method as unfair and arbitrary for fostering collusively low settlements for a high fee award and for placing the trial court in the unfavorable position of determining reasonable hours and billing rates. *Id.* at 29-30.

Class Counsel have undertaken representation at their own expense, with compensation contingent on providing a benefit to the Class. Settlement Class Members will benefit from the terms of the settlement. Because there is a defined and clearly traceable monetary benefit to the class, the Court can base an award of attorneys' fees on the Class Members' benefit, using a common fund approach. Class Counsel's request for 33.33% of the common fund is fair compensation for obtaining a positive result for the Settlement Class Members and, in doing so, undertaking complex, risky, expensive, and time-consuming litigation purely on a contingent basis.

2. The Percentage Requested is Reasonable

The fees, here, were wholly contingent, and the case presented more risk than the usual contingent fee case. There was the prospect of the enormous cost inherent in class action litigation, as well as a long battle with Defendant, who had retained experienced, reputable legal counsel. That prospect has previously become reality, in both trial courts and the Court of Appeals, and in other wage and hour class litigation. Class Counsel risked not only a great deal of time, but also a great deal of expense, to ensure the successful litigation of this action on behalf of all Settlement Class Members.

There is not general rule on what is a reasonable percentage of a common fund:

> 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. Regarding percentage fee awards, Newberg states: "[A]chievement of a substantial recovery with modest hours expended should not be penalized but should be rewarded for considerations of time saved by superior services performed." *Id.* at § 14.01.

Here, Class Counsel request an award of attorneys' fees in an amount not to exceed $679,932 (33.33% of the GSA). This amount is justified in this case, considering both past work completed by Class Counsel and work remaining in documenting the settlement, securing Court approval, ensuring the settlement is fairly administered, and obtaining dismissal of the action. This is especially true here, where Class Counsel was able to defeat Defendant's Motion to Compel Arbitration and Dismiss or Stay Action. In fact, Defendant had prevailed on this motion in a previous case. (*See* Exhibit 2 attached to Defendant's Request for Judicial Notice, ECF Dkt. No. 4). Had Class Counsel not conducted extensive research into the issues relevant to this motion and made compelling arguments against Defendant's motion, this case easily could have had the same outcome wherein Plaintiffs' claims would be compelled to arbitration and the Class would recover nothing. It was only due to Class Counsel's skill and efforts that they were able to show why Defendant's motion to compel arbitration should be denied.

Further, in this case, Class Counsel negotiated a provision under which the Gross Settlement

Amount would increase by 2% if the settlement was not finally approved by the Court within twelve months (*i.e.*, if final approval was not achieved by September 11, 2025). (*See* Settlement Agreement ¶ 24). This clause was triggered, and the Gross Settlement Amount was increased from $2,000,000 to $2,040,000.

In addition, the requested fee constitutes fair compensation for undertaking complex, risky, expensive, and time-consuming litigation on a contingent basis and compensates Class Counsel for their efforts, as well as the result achieved for the benefit of the Class wherein Class Members will receive payments that average $1,867.64. This was a highly contested matter that required a significant amount of time and labor. Class Counsel had to investigate and analyze documents and data for Plaintiffs and a sampling of Class Members. As part of the above investigation and analysis, Class Counsel had to marshal the evidence in a manner in which it could be adjudicated on a class-wide basis. So often, lawyers unskilled in the class action aspect of wage and hour cases do not pay attention to or put the work into how the evidence must be presented for class-wide adjudication. Strong class-wide cases perish in the hands of inexperienced counsel because the case has not been worked up to succeed at certification. Class Counsel here has considerable experience in class litigation and, from the beginning of the case, is marshalling the evidence with a sharp focus on class-wide proof needed for the matter to get certified. This case was no different. This filtering of evidence into class-wide proof while keeping an eye on the merits of the litigation required a considerable amount of attorney time and skill.

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 this case. *See, e.g., Vizcaino v. Microsoft Corp.*, 290 F.3d 1043, 1051 (9th Cir. 2002); *Ketchum v. Moses*, 24 Cal.4th 1122, 1132-33 (2001). Here, Class Counsel bore the risk that, in spite of all of their efforts and skill employed, there may be no recovery.

The percentage requested – 33.33% – is "not uncommon for wage and hour class actions litigated in the Eastern District of California. *See Barbosa* [*v. Cargill Meal Solutions Corp.*, 297 F.R.D. 431,] 450 (listing cases in which courts approved attorneys' fees of approximately one-third of the total settlement)." *Arrendondo v. Southwestern & Pac. Specialty Fin., Inc.*, 2022 U.S. Dist. LEXIS 23758 *1, *45 (E.D. Cal. Feb. 9, 2022); *see also Rodriguez v. Penske Logistics, LLC*, 2019 U.S. Dist. LEXIS 9441 *1, *31 (E.D.

Cal. Jan. 17, 2019) (listing cases in which courts approved attorneys' fees of approximately one-third of the total settlement and approving of attorneys' fees of 31.2% of the common fund).

Thus, based on the work performed and the achievement of a $2,040,000 settlement fund for the Class Members, awarding Class Counsel 33.33% of the common settlement fund is appropriate.

3. The Fee Requested is Within the Range of Fees Approved in Comparable Cases

The requested fee of $679,932 is 33.33% of the Gross Settlement Amount and is in line with the federal "benchmark," which California has endorsed. *In Re Consumer Privacy Cases*, 175 Cal. App. 4th 545, 556 (2009). California Superior and District Court judges have adopted the percentage method for determining fee awards in the range that is requested by Class Counsel herein, or even larger. As the fee requested here is in line with the fees customarily awarded in the Ninth Circuit under the common fund doctrine, it is respectfully requested the Court grant this request at final approval. The reasonableness of the fee is further evidenced when cross-checked against the lodestar method.

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

Class Counsel's fee request is also 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 III,* 20 Cal.3d *at* 48. The court may then enhance this lodestar figure – if necessary – 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.[5]

To date, Class Counsel have worked 783 hours on this case. Applying Class Counsel's hourly

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[5] Courts "routinely enhance[] the lodestar to reflect the risk of non-payment in common fund cases." *Vizcaino v. Microsoft Corp.*, 290 F.3d 1043, 1051 (9th Cir. 2002); *Graham v. DaimlerChrysler Corp.*, 34 Cal.4th 553, 579 (2004) ("One of the most common fee enhancers […] is for contingency risk."). Such an enhancement "mirrors the established practice in the private legal market of rewarding attorneys' fees for taking the risk of nonpayment by paying them a premium over their normal hourly rates for winning contingency cases." *Vizcaino,* 220 F.3d at 1051. Courts routinely enhance lodestar amounts based on multipliers that "range from 2 to 4 or even higher." 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-service basis." *Ketchum*, 24 Cal.4th at 1132. In determining whether or not to enhance or reduce the lodestar, California courts take into account multiple factors, including: the time and labor required; the skill requisite to perform the legal services properly; the preclusion of other employment by the attorney due to the acceptance of the case; the contingent nature of the fee; the amount involved and results obtained; the experience, reputation, and ability of the attorney; and awards in similar cases. *Cates v. Chiang*, 213 Cal. App. 4th 791, 822 (2013).

rates to these hours worked results in a lodestar fee of $586,740. (Mara Dec. ¶ 14; Exhibit 5; Declaration of Douglas Han, Esq. ("Han Dec.") ¶ 11). Class Counsel respectfully request attorneys' fees in the amount of $679,932 (33.33% of the GSA), which would require a modest 1.16 lodestar multiplier. (Mara Dec. ¶ 15). All of the work and tasks performed by Class Counsel were reasonable and necessary to the prosecution of this case. (Mara Decl. ¶¶ 16, 20; Han Dec. ¶¶ 4-7).

Courts "routinely enhance[] the lodestar to reflect the risk of non-payment in common fund cases." *Vizcaino v. Microsoft Corp.*, 290 F.3d 1043, 1051 (9th Cir. 2002); *Graham v. DaimlerChrysler Corp.*, 34 Cal.4th 553, 579 (2004) ("One of the most common fee enhancers […] is for contingency risk."). Such an enhancement "mirrors the established practice in the private legal market of rewarding attorneys' fees for taking the risk of nonpayment by paying them a premium over their normal hourly rates for winning contingency cases." *Vizcaino,* 220 F.3d at 1051. Courts routinely enhance lodestar amounts based on multipliers that "range from 2 to 4 or even higher."[6] 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-service basis." *Ketchum*, 24 Cal.4th at 1132. In determining whether or not to enhance or reduce the lodestar, California courts take into account multiple factors, including: the time and labor required; the skill requisite to perform the legal services properly; the preclusion of other employment by the attorney due to the acceptance of the case; the contingent nature of the fee; the amount involved and results obtained; the experience, reputation, and ability of the attorney; and awards in similar cases. *Cates v. Chiang*, 213 Cal. App. 4th 791, 822 (2013).

This was a highly-contested matter that required a significant amount of time and labor. The settlement was only possible after considerable investigation. In addition, Plaintiffs had to marshal the evidence in a manner in which it could be adjudicated on a class-wide basis, an endeavor which cannot be underscored. So often, lawyers unskilled in the class action aspect of wage and hour cases do not pay attention to or put the work into how the evidence must be presented for class-wide adjudication. Strong

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[6] *Wershba v. Apple Computer, Inc.*, 91 Cal.App.4th 224, 255 (2001); *see, e.g.*, *Vizcaino*, 290 F.3d at 1051 (approving multiplier of 3.65); *Wal-Mart Stores, Inc. v. Visa U.S.A., Inc.*, 396 F.3d 96, 123 (2d Cir. 2005) (approving multiplier of 3.5); *Craft v. County of San Bernardino*, 624 F. Supp. 2d 1113, 1125 (C.D. Cal. 2008) (awarding multiplier of 5.2 and collecting cases with cross-check multipliers ranging from 4.5 to 19.6); *Glendora Community Redevelopment Agency v. Demeter,* 155 Cal.App.3d 465, 479-80 (1984) (approving fee award with multiplier of 12).

class-wide cases can be lost in the hands of inexperienced counsel because the case has not been worked up to succeed at certification. Here, Class Counsel have considerable experience in class litigation and have pursued the evidence with a sharp focus on class-wide proof needed for the matter to get certified. Throughout the matter, as evidence was being gathered, Plaintiffs were reducing the data to a living class certification motion. This filtering of voluminous evidence into class-wide proof while keeping an eye on the merits of the litigation resulted in a considerable amount of attorney time and skill.

Most importantly, all services were performed by Class Counsel on a contingent basis. (Mara Dec. ¶ 23). 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 this case. *See, e.g.*, *Vizcaino*, 290 F.3d at 1051; *Ketchum*, 24 Cal.4th at 1132-33. Here, Class Counsel bore the risk that, in spite of all of their efforts and skill employed, there may be no recovery. The amount at issue was significant, and Class Counsel was successful in achieving substantial results in the form of a settlement of $2,040,000. As such, Class Counsel believes a risk multiplier is appropriate.

Therefore, consideration of the lodestar method as a cross-check to the percentage figure sought supports the reasonableness of the requested fee award. Class Counsel moves for and respectfully requests that the Court grant attorneys' fees in the amount of $679,932.

iii. Counsel's Hourly Rates are Reasonable

Class Counsel's hourly rates are between $500 and $900 and are in line with rates approved for wage and hour class action attorneys in this jurisdiction. 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). 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).

Class Counsel's skill and experience support their hourly rates. Furthermore, other wage and hour attorneys working as class counsel before California courts charge comparable, if not higher, rates. (*See* Exhibit 2 to Mara Dec. (copy of Westlaw Court Express's Legal Billing Report, Volume 14, Number

3, California Region for December 2012); Exhibit 3 (2012 National Law Journal survey of hourly billing rates for Partners and Associates); Exhibit 4 (2012 Richard Pearl Declaration in *Hohnbaum v. Brinker Restaurant Corp.*, SDSC No. GIC834348)).

iv. Counsel's Total Hours are Reasonable

In determining a lodestar, reasonable hours include, in addition to time spent during litigation, the time spent before the action is filed, including time spent interviewing the clients, investigating the facts and the law, and preparing the initial pleadings. *See New York Gaslight Club, Inc. v. Carey*, 447 U.S. 54, 62 (1980). Further, the fee award should include fees incurred to establish and defend the attorneys' fee claim. *Serrano v. Priest*, 32 Cal.3d 621, 639 (1982) ("*Serrano IV*").

To date, Class Counsel worked a total of 783 hours on this case. (Mara Decl. ¶¶ 16, 20, Exhibit 1; Han Dec. ¶ 11). The work performed by Class Counsel in order to achieve a settlement that will provide valuable consideration to the Participating Class Members is also discussed in Plaintiffs' Final Approval Motion.

c. The Court Should Approve the Requested Litigation Costs

The Settlement Agreement allots $50,000 for litigation expenses. Class Counsel seeks reimbursement of their actual litigation costs and expenses in the sum of $32,776.55. These costs were all reasonable and necessary to the prosecution of this case, and are fair and reasonable. (Mara Decl. ¶ 24, Han Dec. ¶ 23).

III. THE CLASS REPRESENTATIVE ENHANCEMENT PAYMENTS ARE REASONABLE

As the Ninth Circuit explains, "[i]ncentive *awards* are fairly typical in class action cases." *Rodriguez v. West Publ'g Corp.*, 563 F.3d 948, 958 (9th Cir. 2009). They "are intended to compensate class representatives for work done on behalf of the class, to make up for financial or reputation risk undertaken in bringing the action, and, sometimes, to recognize their willingness to act as a private attorney general." *Id.* at 958-59. Consistent with this understanding, the court noted in *Flo & Eddie, Inc. v. Sirius XM Radio, Inc.*, 2017 U.S. Dist. LEXIS 199172, *30-31 (C.D. Cal. May 8, 2017), that courts routinely approve incentive awards to compensate named plaintiffs for the services they provided and the risks they incurred during the course of the class action litigation.

The Agreement provides for an enhancement payment to each Plaintiff/Class Representative in the amount of $10,000. The requested enhancements are appropriate and reasonable. Courts have regularly and routinely granted approval of settlements containing such enhancements. *See*, e.g., *Staton v. Boeing*, 327 F.3d 938, 977 (9th Cir. 2003). The typical enhancement award in wage and hour cases ranges from $5,000 to $75,000, although some awards may be higher. Very commonly, there is more than one class representative who receive awards in the above range.[7] In addition to supporting the enhancement requests, Plaintiffs submitted declarations at preliminary approval detailing the efforts they expended on behalf of the Class in order to advance this case to its successful conclusion. (*See* ECF Dkt. Nos. 39-3, 39-4). There is no question that this case would not have reached the same result but for Plaintiffs' involvement and input at all stages of the litigation.

Here, Plaintiffs' settlement payments as Class Members are estimated to be approximately $1,283.35 (Plaintiff Munoz) and $550.39 (Plaintiff Blanco). This is far less than the highest settlement payment to Class Members, which is approximately $4,127.57[8] and is also less than the average settlement payments to Class Members, which are approximately $1,867.64.[9] This shows that Plaintiffs championed this case on behalf of other individuals who were set to receive more than Plaintiffs and shows that Plaintiffs put the interests of the Class ahead of their own interests. Plaintiffs also have agreed to a general release of their claims as part of this settlement. (Exhibit 1 ¶ 64). This release is broader than the release being given by any other Class Member. Moreover, Plaintiffs' requested enhancements combined comprise less than 1% of the total settlement.[10]

The requested enhancement awards are also reasonable in light of the reputational risk that Plaintiffs assumed in bringing this action against their former employer. It is common knowledge that the modern-day work force is quite mobile, with employees holding several jobs in a career during their lifetime. It is also true that prospective employers in this computer, high-tech age "Google" and/or do

[7] *See*, e.g., *Cook v. Niedert*, 142 F.3d 1004, 1015 (7th Cir. 1998); *Roberts v. Texaco*, 979 F. Supp. 185 (S.D.N.Y. 1997) ("present or past employee whose present position or employment credentials or recommendation may be at risk by reason of having prosecuted the suit, who therefore lends his or her name and efforts to the prosecution of litigation at some personal peril, a substantial enhancement award is justified"); *Thornton v. East Texas Motor Freight*, 497 F.2d 416, 420 (6th Cir. 1974) ("We also think there is something to be said for rewarding those drivers who protect and help to bring rights to a group of employees who have been the victims of discrimination.").

[8] Lee Dec. ¶ 14.

[9] Lee Dec. ¶ 14.

[10] $20,000 divided by $2,040,000 = 0.0098

extensive background checks and have access to Court databases to see if applicants have ever filed a lawsuit or have ever been sued. Plaintiffs put their future employment prospects at risk by becoming a class representative, as the fact that they filed a lawsuit "is searchable on the internet and may become known to prospective employers when evaluating" him for employment. *Guippone v. BH S&B Holdings, LLC*, 2011 U.S., Dist. LEXIS 126026, *20 (S.D.N.Y. Oct. 28, 2011). Employers routinely screen employee candidates to determine whether they have ever filed a suit against other employers, allowing them to screen out the litigious candidates. An entire industry exists that allows employers to run extensive background searches on potential employees. Companies who provide these services specifically highlight the fact that their services allow employers to weed out litigious employment candidates.

Plaintiffs litigated this case against Defendant for a substantial sum of money. Litigating this case took Plaintiffs' courage to step forward to vindicate not only their own rights but also those of the similarly situated individuals, all of whom will now receive substantial payments due to the initiation of this action. Such conduct will not be lost on a prospective employer who has to choose between an applicant who has never sued an employer and one who has done so. The requested enhancement far from compensates Plaintiffs for opportunities they may lose in the future because of the exercise of a Constitutional right to Petition the Courts for redress of a grievance.

As representatives for the absent class members, Plaintiffs risked a potential judgment taken against them for attorneys' fees and costs if this matter had not been successfully concluded. Case law holds that a losing party is liable for the prevailing party's costs, *Early v. Superior Court*, 79 Cal.App.4th 1420, 1433 (2000), and in some wage and hour actions, such as this case, pursuant to California Labor Code § 218.5, for attorneys' fees as well. Though the fee agreement provides that Class Counsel would pay such costs, Plaintiffs would nevertheless have had a cost bill entered against them, leaving them ultimately liable for potentially hundreds of thousands of dollars in the unexpected possibility that Class Counsel did not meet their obligation to cover those costs.

Unfortunately, there have been several judgments entered against class representatives, e.g. *Koehl v. Verio, Inc*. 142 Cal.App.4th 1313, 1328 (2006) (a wage and hour class action where Defendant prevailed at trial, the named Plaintiffs were held liable, jointly and severally for the Defendant's attorneys' fees); *Whiteway v. Fedex Kinkos Office & Print Services, Inc.,* 2007 U.S. Dist. LEXIS 95398 (N.D. Cal.

2007) (a wage and hour misclassification case lost on summary judgment, after the case was certified, the named Plaintiff was assessed costs in the sum of $56,788.). The risk of payment of Defendant's costs, in itself alone, is a sufficient basis for an award of the requested enhancement sums. Few individuals are willing to take this risk, and it is clear that the appointed Class Representatives here championed a cause on behalf of others with potentially huge monetary risks.

Further, Plaintiffs were ready and willing to aid their counsel at all times. Plaintiffs provided their counsel with insight as the claims alleged. Plaintiffs' discussions with their counsel were invaluable in moving this case forward and obtaining a settlement for the Class.

The enhancement request is modest for the work performed, risks undertaken for payment of fees and costs if this case had not been successfully concluded, stigma on future employment opportunities, and the benefits to all members of the Class as a result of Plaintiffs' efforts.

IV. CONCLUSION

Based on the foregoing, Plaintiffs request the Court find the settlement fair, reasonable, and adequate and grant this motion for Class Counsel's attorneys' fees, reimburse the costs Class Counsel incurred in litigating this matter, and approve Plaintiffs' enhancement requests.

Dated: October 10, 2025

MARA LAW FIRM, PC

By: */s/ Jill Vecchi*
David Mara, Esq.
Jill Vecchi, Esq.
Attorneys for Plaintiffs