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Proposed FLSA Collective and Class

SUPERIOR COURT OF STATE OF CALIFORNIA

COUNTY OF SAN DIEGO

SHEILA LOPEZ, GEORGINA BAUTISTA,
and FE ADRIANO, Individually, and on
behalf of Plaintiffs and the Proposed FLSA
Collective and Class,

Plaintiffs,

v.

WILLISTON FINANCIAL GROUP, LLC, a
Delaware Limited Liability Company; WFG
NATIONAL TITLE INSURANCE
COMPANY, a Florida Corporation; MY
HOME, A WILLISTON FINANCIAL
GROUP COMPANY, LLC, a Delaware
Limited Liability Company; WFG
NATIONAL TITLE COMPANY, a
California Corporation; WFG NATIONAL
TITLE COMPANY OF WASHINGTON, a
business entity unknown; WFG NATIONAL

Case No.: 24CU015835C

**NOTICE OF MOTION AND MOTION
FOR ATTORNEYS' FEES AND COSTS,
AND ENHANCEMENT PAYMENT**

Hearing Date: May 2, 2025

Time: 10:15 a.m.

Dept.: C-66

Judge: Hon. Wendy M. Behan

Complaint Filed: October 8, 2024

Trial Date: None

TITLE COMPANY OF TEXAS, LLC, a
business entity unknown; WFG LENDER
SERVICES, LLC, a business entity unknown;
and DOES 1-10, inclusive,

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NOTICE OF MOTION

PLEASE TAKE NOTICE that on May 2, 2025 at 10:15 a.m. in Department C-66 of the Superior Court of the State of California, County of San Diego, located at 330 W. Broadway, San Diego, CA, 92101, Plaintiffs Sheila Lopez, Georgina Bautista, and Fe Adriano (“Named Plaintiffs”), by and through their attorneys of record, hereby move this Court for an order granting Class Counsel’s request for fees in the amount of \$350,000.00, and costs in the amount of \$44,444.42, as well as an Enhancement Payment of \$5,000.00 for each Named Plaintiff.

This motion is based on this Notice of Motion, the accompanying Memorandum of Points and Authorities, the Declarations of Eric K. Yaeckel, Paolo C. Meireles, Benjamin Galdston, Sheila Lopez, Georgina Bautista, and Fe Adriano filed herewith, and any and all oral argument on the motion and/or evidence as may be offered at the hearing in this matter.

Please Note: Defendants (through their counsel) have been provided with copies of the Motion and confirmed the Motion is ***Unopposed***.

Dated: April 10, 2025

Respectfully submitted,

/s/ Eric K. Yaeckel
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Table of Contents

MEMORANDUM OF POINTS AND AUTHORITIES.....	1
I. INTRODUCTION.....	1
II. ARGUMENT.....	1
A. The Court Should Approve the Requested Attorney’s Fees.....	1
1. Class Counsel’s Fee Request is Reasonable under the Percentage-of-Recovery Method.	2
2. Fees Equaling 35% of the Common Fund Recovery are Consistent with Class Settlements in this Jurisdiction.	2
3. Class Counsel Obtained an Efficient and Beneficial Resolution of this Case.	3
4. Class Counsel’s Fee Request Is Also Reasonable Under the Lodestar Times-Multiplier Method.	8
B. The Court Should Approve the Requested Attorney’s Fees.....	12
C. The Requested Enhancement Payments is Justified by the Time and Effort the Named Plaintiffs Expended and the Risk in Prosecuting the Claims.	13
1. Named Plaintiffs Undertook Great Risks and Faced Potentially Harmful Notoriety by Bringing this Lawsuit.	15
2. Named Plaintiffs Spent Significant Time and Effort Working on the Case.	16
3. Named Plaintiffs Have Not Received Any Personal Benefit from Their Participation in this Case.	17
4. Named Plaintiffs Should Be Rewarded for Their Public Service in Contributing to Compliance with the California Labor Code.	17
III. CONCLUSION	17

Table of Authorities

Cases

<i>Bellinghausen v. Tractor Supply Co.</i> (N.D.Cal. 2015) 306 F.R.D. 245	16
<i>Alikhan v. Goodrich Corp</i> (C.D. Cal. June 25, 2020) 2020 U.S. Dist. LEXIS 155169.....	18
<i>Bolton v. U.S. Nursing Corp.</i> (N.D.Cal. Oct. 18, 2013, No. C 12-4466 LB) 2013 WL 5700403	16
<i>Chavez v. Netflix, Inc.</i> (2008) 162 Cal.App.4th 43, 66 fn.11	4
<i>Children's Hosp. & Med. Ctr. v. Bonta</i> (2002) 97 Cal.App.4th 740	12
<i>Cook v. Niedert</i> (7th Cir. 1998) 142 F. 3d. 1004	16
<i>Ctr. for Biological Diversity v. County of San Bernardino</i> (2010) 188 Cal.App.4th 603	12
<i>Duran v. U.S. Bank National Association</i> (2014) 59 Cal.4th 1	9
<i>Dyer v. Wells Fargo Bank, N.A.</i> (N.D. Cal. 2014) 303 F.R.D. 326	11
<i>Eddings v. Health Net, Inc.</i> (C.D. Cal. June 13, 2013) 2013 WL 3013867	17
<i>Gentry v. Superior Ct.</i> (2007) 42 Cal.4th 443	19
<i>Hopkins v. Stryker Sales Corp.</i> (N.D. Cal. Feb. 6, 2013) 2013 WL 496358	11
<i>In re Cellphone Termination Fee Cases</i> (2010) 186 Cal.App.4th 1380	15, 16, 17
<i>In re Consumer Privacy Cases</i> (2009) 175 Cal.App.4th 545	4
<i>In re Media Vision Tech. Secs. Litig.</i> (N.D. Cal. 1996) 913 F.Supp. 1362	14
<i>Ketchum v. Moses</i> (2001) 24 Cal.4th 1122	9, 10
<i>Kinney v. Int'l Broth. of Elec. Workers</i> (9th Cir. 1991) 939 F.2d 690	14

1	<i>Laffitte v. Robert Half Int'l Inc.</i>	
2	(2016) 1 Cal.5th 480	4, 6, 11
3	<i>Lealao v. Beneficial Calif., Inc.,</i>	
4	(2000) 82 Cal.App.4th 19	4, 7, 8, 9, 10
5	<i>Lusby v. GameStop Inc.</i>	
6	(N.D. Cal. Mar. 31, 2015) 2015 WL 1501095	17
7	<i>Martin v. AmeriPride Servs.</i>	
8	(S.D. Cal. June 9, 2011) 2011 U.S. Dist. LEXIS 61796	5
9	<i>Melendres v. City of L.A.</i>	
10	(1975) 45 Cal.App.3d 267	6
11	<i>Moore v. Jas. H. Matthews & Co.</i>	
12	(9th Cir. 1982) 682 F.2d. 830	12
13	<i>Munoz v. BCI Coca-Cola Bottling Co. of Los Angeles</i>	
14	(2010) 186 Cal.App.4th 399	15
15	<i>Navarro v. Servisair</i>	
16	(N.D.Cal. Apr. 27, 2010) 2010 WL 1729538	16
17	<i>Norman v. Housing Auth. of City of Montgomery</i>	
18	(11th Cir. 1988) 836 F.2d 1292	12
19	<i>Plumbers & Steamfitters, Local 290 v. Duncan</i>	
20	(2007) 157 Cal.App.4th 1083	14
21	<i>Ramirez v. Ghilotti Bros. Inc.</i>	
22	(N.D.Cal. Apr. 21, 2014) 2014 WL 1607448	16
23	<i>Rieckborn v. Velti PLC</i>	
24	(N.D. Cal. Feb. 3, 2015) 2015 WL 468329 at *21	9, 10
25	<i>Sandoval v. Tharaldson Employee Mgmt., Inc.</i>	
26	(C.D. Cal. June 15, 2010) 2010 WL 2486346	16
27	<i>Sav-On Drug Stores, Inc. v. Super. Ct.</i>	
28	(2004) 34 Cal.4th 319	19
	<i>Smith v. Am. Greetings Corp.,</i>	
	(N.D. Cal. Jan. 29, 2016) 2016 WL 362395	11
	<i>Smith v. CRST Van Expedited, Inc.</i>	
	(S.D. Cal. Jan. 14, 2013) 2013 WL 163293.....	17
	<i>Sullivan v. DB Investments, Inc.</i>	
	(3rd Cir. 2011) 667 F.3d 273, 333 fn.	19
	<i>United Steelworkers of Am. v. Phelps Dodge Corp.</i>	
	(9th Cir. 1990) 896 F.2d 403	12
	<i>Vizcaino v. Microsoft Corp.</i>	
	(9th Cir. 2002) 290 F.3d 1043	6, 11

1	<i>Vo v. Las Virgenes Mun. Water Dist.</i>	
2	(2000) 79 Cal.App.4th 440	13, 14
3	<i>Wesson v. Staples the Office Superstore, LLC</i>	
4	(2021) 68 Cal.App.5th 746	9
5	<i>Willner v. Manpower Inc.</i>	
6	(N.D. Cal. June 22, 2015) 2015 WL 3863625	11
7	Other	
8	<i>Alba Conte, Attorney Fee Awards</i>	
9	§ 2.8, at 107–13 (3rd ed. 1993)	14
10	<i>Nantiya Ruan, Bringing Sense to Incentives: An Examination of Incentive Payments to Named Plaintiffs in</i>	
11	<i>Employment Discrimination Class Actions,</i>	
12	10 Emp. Rts. & Emp. Pol’y J. 395 (2006)	16

1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. INTRODUCTION**

3 Plaintiffs Sheila Lopez (“Lopez”), Georgian Bautista (“Bautista”), and Fe Adriano (“Adriano”)
4 (collectively “Named Plaintiffs”), represented by experienced Class Counsel, have reached a settlement
5 of \$1,000,000 in this wage and hour class action brought on behalf of non-exempt employees, including
6 Escrow Officers, for their claims under the federal Fair Labor Standards Act (“FLSA”) and the California
7 Labor Code. Class Counsel’s request for fees of \$350,000.00 and reimbursement of their actual costs of \$
8 \$44,444.42 warrants approval. Each of the relevant factors supports the reasonableness of the requested
9 fee award. In addition, the costs advanced by Class Counsel should be reimbursed because they were
10 reasonable and necessary to obtain the settlement.
11

12 Finally, the requested Enhancement Payments of \$5,000.00 to each Named Plaintiff also are
13 justified by the significant effort expended by them in connection with commencing and supervising this
14 litigation, the considerable financial and reputational risk they undertook, and their public service in
15 contributing to compliance with the Labor Code. Named Plaintiffs respectfully request that the requested
16 fees, costs, and Enhancement Payments be granted.¹
17

18 **II. ARGUMENT**

19 **A. The Court Should Approve the Requested Attorney’s Fees.**

20 Class Counsel request a fee award of \$350,000.00, equal to thirty-five percent (35%) of the \$1
21 million settlement amount. This award is reasonable and supported both by the standards governing approval
22 of fee awards in common fund class action settlements and the particular facts, challenges, and successful
23

24 _____
25
26 ¹ All exhibits referenced in this Notice of Motion and Motion are Exhibits to the Yaeckel Declaration
27 unless indicated otherwise. All capitalized terms have the meaning as defined in the Settlement Agreement
28 unless indicated otherwise.

1 result in this case.

2 California has long recognized a trial court’s equitable power to award attorneys’ fees to a party who
3 “has recovered or preserved a monetary fund for the benefit of himself or herself and others.” (*Laffitte v.*
4 *Robert Half Int’l Inc.* (2016) 1 Cal.5th 480, 488-89.) Under California law, courts may consider the
5 percentage-of-recovery method, the lodestar-times-multiplier method, or a combination of methods to
6 calculate and award attorneys’ fees. (*Id.* at 506.) The choice of method is within the discretion of the trial
7 court, with “the goal under either the percentage or lodestar approach being the award of a reasonable fee to
8 compensate counsel for their efforts.” (*Id.* at 504.)

10 **1. Class Counsel’s Fee Request is Reasonable under the Percentage-of-Recovery**
11 **Method.**

12 In *Laffitte*, the California Supreme Court confirmed that the percentage-of-recovery method is
13 appropriate. (*Id.* at 506.) The percentage-of-the-fund method “calculates the fee as a percentage share of a
14 recovered common fund or the monetary value of plaintiffs’ recovery.” (*Id.* at 489.) The California Supreme
15 Court further noted that using the percentage-of-recovery method, as Plaintiffs seek to do here, provides a
16 “better approximation of market conditions in a contingency case” (*Id.* at 503.) Under the percentage-
17 of-recovery method, courts examine whether the requested percentage matches “the amount of attorney fees
18 typically negotiated in comparable litigation.” (*Lealao v. Beneficial Calif., Inc.*, (2000) 82 Cal.App.4th 19,
19 47; *see also Chavez v. Netflix, Inc.* (2008) 162 Cal.App.4th 43, 66 fn.11 (same); *In re Consumer Privacy*
20 *Cases* (2009) 175 Cal.App.4th 545, 558 (same).)

22 **2. Fees Equaling 35% of the Common Fund Recovery are Consistent with Class**
23 **Settlements in this Jurisdiction.**

24 Class Counsel’s request for thirty-five percent (35%) of the total settlement fund is reasonable
25 because it is consistent with the percentages awarded in other class action settlements. (*Alexander v. Career*
26 *Sys. Dev. Corp.*, 2022 Cal. Super. LEXIS 62784, at *8 (Sacramento County Superior Court, Sept. 28, 2022)
27 (approving 35% fee in wage and hour class action, noting “the fee amount presently sought is not

1 extraordinary, but actually falls at the ‘average’ fee deemed reasonable under California State court
2 authority, as it is recognized that ‘courts may award attorney’s fees in the 30-40% range in wage and hour
3 class actions that result in recovery of a common fund under \$10 million.’”), citing *Martin v. AmeriPride*
4 *Servs.* (S.D. Cal. June 9, 2011) 2011 U.S. Dist. LEXIS 61796, at *23.) There is an inverse relationship
5 between the size of the common fund and the percentage for fees, such that the smaller the fund, the higher
6 the percentage for fees that may be approved. (*Martin v. AmeriPride Servs.*, supra, 2011 U.S. Dist. LEXIS
7 61796, at *23, citing Rubenstein, Conte and Newberg, Newberg on Class Actions at § 14:6); *see also*
8 *Gonzalez v. Ehealthinsurance Servs.*, (Sacramento County Superior Court, Nov. 25, 2020) 2020 Cal. Super.
9 LEXIS 44197, at *8-9 (“Plaintiffs’ Counsel’s request for attorneys’ fees in the amount of \$420,000 (35%)
10 from the \$1,200,000 PAGA Settlement Sum falls well within the ‘zone of reasonableness.’ It is important
11 to highlight at the outset that the fee amount presently sought is not extraordinary, but actually falls at the
12 ‘average’ fee deemed reasonable under California State court authority, as it is recognized that ‘courts may
13 award attorney’s fees in the 30-40% range in wage and hour class actions that result in recovery of a common
14 fund under \$10 million.’”) (citations omitted); *see also Rippee v. Boston Mkt. Corp.* (S.D. Cal. Oct. 10,
15 2006) Case No. 05cv1359 BTM (JMA), Doc. No. 70, at 7-8 (awarding a 40% fee on a \$3.75 million wage
16 and hour class action.).)

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18
19 The 35% fee award sought here is also an appropriate percentage when compared to privately-
20 negotiated contingency fee arrangements, particularly in employment matters. (Yaeckel Decl. ¶ 10.)
21 Consistent with these benchmarks, Class Counsel’s retainer agreement with Named Plaintiffs also authorizes
22 Class Counsel to seek up to 35% of the fund. (*Id.*)

23 24 **3. Class Counsel Obtained an Efficient and Beneficial Resolution of this Case.**

25 Employing the percentage method in this case also rewards the efficiency with which Class Counsel
26 obtained a resolution to the case. The California Supreme Court has observed that one benefit of the
27

percentage method is “the encouragement it provides counsel to seek an early settlement and avoid unnecessarily prolonging the litigation.” (*Laffitte*, 1 Cal.5th at 573; *see also Melendres v. City of L.A.* (1975) 45 Cal.App.3d 267, 273 (percentage of the fund acts as an important incentive to encourage counsel “to undertake and diligently prosecute proper litigation for the protection or recovery of the fund.” (citation omitted).))

Class Counsel’s efforts to master the relevant facts and legal questions—through extensive investigation and informal discovery—made the resolution of this case possible prior to court rulings that could have significantly weakened Plaintiffs’ claims. As described in more detail below, Class Counsel made an informed judgment based on extensive investigation and negotiation that this settlement—as opposed to further protracted litigation—would provide the maximum possible relief to Class and Collective Members. (Yaeckel Decl. ¶ 12.) That judgment was based on a careful evaluation of the risks present in the case, and by applying years of experience litigating employment class actions to the facts of this case. (*Id.* ¶¶ 11-17.) By prioritizing the interests of Class and Collective Members, Class Counsel secured substantial benefits for both groups. *Id.* If Class Counsel had continued to litigate this case, Class Counsel might have received an adverse ruling on class and/or collective action certification and/or the merits, which would have reduced the recovery to Class and Collective Members, and might have precluded a recovery altogether. (*Id.*) In such a scenario, Class and Collective Members likely would have received less (and some may have not obtained any recovery at all), in addition to the time delay in prolonging the litigation.

Finally, all other relevant considerations² bolster the requested award by demonstrating that the fees incurred are necessary and reasonable:

Results Obtained. The first consideration in awarding attorneys’ fees under the lodestar

² (*See Vizcaino v. Microsoft Corp.* (9th Cir. 2002) 290 F.3d 1043, 1048-50.)

1 method are the results that counsel have achieved in the litigation. The \$1 million settlement reached in this
2 case represents a favorable outcome for the Class. Under the Settlement, the highest net Individual
3 Settlement Payment to a Class Member will be \$2,316.93, and the average net Individual Settlement
4 Payment will be \$609.92. (Decl. of CPT (“CPT Decl.”) ¶ 16.) Further, the Notice Packet included
5 information about the fee award sought, and no Class Members have objected to the amount. (CPT Decl. ¶
6 9; *see Lealao*, 823 Cal.App.4th at 51 (noting that the lack of objections by class members justified the
7 reasonableness of the award)).

8
9 **Risks of Litigation.** From the beginning, prosecution of this class action has involved
10 significant financial risk for Class Counsel, who undertook the matter solely on a contingent basis, with no
11 guarantee of recovery. (Yaeckel Decl. ¶ 10; Meireles Decl. ¶ 21; Galdston ¶ 15.) Class Counsel began
12 working on this matter for over three years -- since early 2022 -- without any guarantee of recovery.
13 (Meireles Decl. ¶¶ 12-13, 21-23.) As described at greater length in Plaintiffs’ concurrently-filed Motion for
14 Final Approval, *see* Notice of Mot. & Mot. for Order Finally Approving Class Settlement; Mem. of P. & A.
15 (“Mot. for Final Approval”) at Sec. IV(A)(1)-(3), this litigation involved substantial risks, including the risks
16 of losing class and/or collective certification, losing the claims on the merits, failing to prove the extent of
17 damages, and appeal of judgment, further extending the litigation. This case involved several different types
18 of non-exempt employees, some with varying job titles. Although Plaintiffs believe that all Class and
19 Collective Members in these job titles were impacted by the same common, company-wide policies and
20 practices described in the Complaint and in this Motion, Defendants would likely have argued that
21 individualized differences between Class and Collective Members’ different job titles and in their individual
22 circumstances predominated over the common questions, and therefore should have defeated class and
23 collective action certification. (Yaeckel Decl. ¶¶ 11-17.) While Plaintiffs believe they would have ultimately
24 prevailed on the merits of the class and collective claims at trial and on appeal, they also recognize that they
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1 faced a significant risk of losing on each of the claims. (*Id.*)

2 **Novelty and Difficulty of Questions Involved.** The litigation presented difficult questions,
3 as described in the Motion for Final Approval. Mot. for Final Approval at Sec. IV(A)(1)-(3). Even if
4 Plaintiffs obtained certification of a class and/or FLSA collective, Plaintiffs still faced substantial risks on
5 the merits of their claims. (Yaeckel Decl. ¶¶ 11-17.) Defendants would likely have argued that many Class,
6 Collective, and PAGA Group Members did not actually work much, if any, overtime, and that they actually
7 paid Class, Collective, and PAGA Group Members for overtime hours that they reported. (Yaeckel Decl. ¶¶
8 11-17; Mot. for Final Approval at Sec. IV(A)(1).) As for off-the-clock hours, Defendants would likely have
9 argued that Defendants did not have actual or constructive notice of hours worked off-the-clock by Class,
10 Collective, and PAGA Group Members and that it was therefore not liable for their off-the-clock damages.
11 (Yaeckel Decl. ¶¶ 11-17; Mot. for Final Approval at Sec. IV(A)(1).) On the meal and rest break claims,
12 Defendants would likely have argued that it provided Class, Collective, and PAGA Group Members with
13 the opportunity to take duty-free meal and rest breaks, and therefore was not liable for meal or rest break
14 penalties. (Yaeckel Decl. ¶¶ 11-17; Mot. for Final Approval at Sec. IV(A)(1).)

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16
17 Defendants would also likely have argued that Plaintiffs' expense reimbursement claim would have
18 failed because Class, Collective, and PAGA Group Members were provided with company-issued cell
19 phones, had no need to use their personal devices, and were afforded the opportunity to submit their business
20 expenses for reimbursement. (Mot. for Final Approval at Sec. IV(A)(1).)

21 Finally, Plaintiffs faced risk in proving the extent of damages. Class, Collective, and PAGA Group
22 Members generally do not have independent records of hours they worked off-the-clock, and therefore
23 would have had challenges quantifying their damages on a class-wide or individual basis. (*Id.*) Similarly,
24 Class, Collective, and PAGA Group Members generally did not maintain records that would establish the
25 frequency of alleged meal and rest break violations, making it difficult to quantify those damages on a class-
26

1 wide or individual basis. (*Id.*) A certified class or collective could have been decertified because of
2 manageability issues, *see Duran v. U.S. Bank National Association* (2014) 59 Cal.4th 1 (affirming reversal
3 of class certification, where variability among class members was too great, and trial plan was unworkable);
4 and a PAGA representative group could have been vulnerable to similar manageability challenges, *see*
5 *Wesson v. Staples the Office Superstore, LLC* (2021) 68 Cal.App.5th 746, 864-67 (holding that trial court
6 did not abuse its discretion in striking a PAGA claim as unmanageable). In light of the numerous risks
7 Plaintiffs faced on class and conditional certification, the merits, and damages, this factor therefore weighs
8 in favor of Class Counsel’s fee request.

10 **Preclusion of Other Work.** Class Counsel’s commitment to this case precluded them from
11 accepting other profitable cases, both because of the number of hours this case required and because Class
12 Counsel needed to ensure adequate resources to litigate the case if the case had not settled. (Yaeckel Decl.
13 ¶ 19.) The fact that Class Counsel were precluded from accepting other work as a result of their work in this
14 case also supports their fee request. (*Ketchum v. Moses* (2001) 24 Cal.4th 1122, 1132.)

16 **Experience and Skill of Counsel.** The experience and ability of Class Counsel were essential
17 to the successful result achieved here. Each of the firms appointed as Class Counsel is nationally recognized
18 for its excellence in employment and civil rights litigation. (Yaeckel Decl. ¶¶ 3-10; Meireles Decl. ¶¶ 4-10;
19 Galdston ¶¶ 5-9.) Class Counsel have significant experience litigating wage and hour class actions. (Yaeckel
20 Decl. ¶¶ 3-10; Meireles Decl. ¶¶ 4-10; Galdston ¶¶ 5-9.) This expertise directly contributed to the excellent
21 settlement in this case, and therefore supports the award of Class Counsel Fees. (*Rieckborn v. Velti PLC*
22 (N.D. Cal. Feb. 3, 2015) No. 13-CV-03889-WHO), 2015 WL 468329 at *21 (noting that “the skill required
23 to perform such work” favored the fee award).)

25 In this case, Class Counsel’s skill and quality of work directly contributed to the settlement achieved.
26 Class Counsel performed a thorough investigation at the outset of the case, extensively interviewing
27

1 Plaintiffs and other Class Members prior to even filing the case. Based on Class Counsel’s experience on
2 other similar cases, Class Counsel was able to negotiate targeted, pre-mediation production of key corporate
3 documents reflecting Defendants’ policies and practices, and class data allowing them to prepare damages
4 calculations for the Class. (Yaeckel Decl. ¶¶ 11-12.)

5 After two full-day mediations with different mediators with expertise in wage and hour matters, the
6 Parties eventually reached an agreement in principle. (Mot. for Final Approval at Sec. II(C).) During the
7 following months, the Parties negotiated the remaining terms of settlement and formally memorialized their
8 agreement in the Settlement Agreement. (*Id.*) At all times, settlement negotiations were conducted
9 vigorously and on an arm’s-length basis. (*Id.*) Through their skill and reputation, Class Counsel were able
10 to obtain the favorable settlement herein. This factor therefore also weighs in favor of granting the fee
11 request.
12

13 **Delay in Awarding Fees.** Delay in payment also justifies the requested fee. (*See Ketchum*, 24
14 Cal.4th at 1138 (noting that adjustment to lodestar may include premium for risk of delay in payment of
15 fees).) By the time of the Final Approval hearing, Class Counsel will have investigated and litigated this
16 case collectively since 2022 without receiving any fees. (Yaeckel Decl. ¶¶ 20-21; Meireles Dec. ¶¶ 12, 21.)
17 Class Counsel have performed a great deal of work and incurred substantial expenses on behalf of the Class
18 without compensation or reimbursement. (*Id.*) This final factor therefore weighs in favor of Class Counsel’s
19 fee request as well.
20

21 **4. Class Counsel’s Fee Request Is Also Reasonable Under the Lodestar Times-**
22 **Multiplier Method.**

23 An analysis of the lodestar is not required for an award of attorneys’ fees in California. (*See Lealao*,
24 82 Cal.App.4th at 27 (“[T]he lodestar method is not necessarily utilized in common fund cases.”).)
25 However, the California Supreme Court has recognized the use of a lodestar “cross-check” as a “mechanism
26 for bringing an objective measure of the work performed into the calculation of a reasonable attorney fee.”
27

1 (*Laffitte*, 1 Cal.5th at 504-505.)

2 To establish the lodestar, courts multiply “the number of hours reasonably expended by counsel by
3 a reasonable hourly rate.” (*Id.* at 489.) When conducting lodestar crosschecks, trial courts may use counsel
4 declarations summarizing overall time spent, rather than scrutinizing daily time sheets. (*Id.* at 505.) “Once
5 the court has fixed the lodestar, it may increase or decrease that amount by applying a positive or negative
6 ‘multiplier’ to take into account a variety of other factors, including the quality of the representation, the
7 novelty and complexity of the issues, the results obtained, and the contingent risk presented.” (*Id.* at 489,
8 citing *Lealao*, 82 Cal.App.4th at 26.)

9
10 In this matter, Class Counsel expended a total of 471.30 hours as of April 10, 2025, totaling
11 \$356,427.50 in fees incurred, which include the hours and fees incurred by Sullivan & Yaeckel Law Group,
12 APC (“S&Y”), Shavitz Law Group (“SLG”), and Omnum Law APC (“OLA”). (Yaeckel Decl. ¶ 20;
13 Meireles Decl. ¶ 26; Galdston Decl. ¶¶ 15-18.) Class Counsel ordinarily and regularly bills legal time on an
14 hourly fee basis by the tenth of an hour, based upon each attorney’s standard hourly rate. (*Id.*)

15
16 Here, the lodestar method fully supports the reasonableness of Class Counsel’s fee request. Class
17 Counsel seek fees of \$350,000.00 (35% of the settlement fund), which is .98 times their lodestar of
18 \$356,427.50. This is a “negative” multiplier, and certainly below the multipliers typically awarded by courts
19 in wage and hour class actions. (*See, e.g., Vizcaino v. Microsoft Corp.* (9th Cir. 2002) 290 F.3d 1043, 1051-
20 1052 (holding a multiplier of 3.65 was appropriate after surveying 34 common-fund cases from 1996 to
21 2001 and finding the average multiplier for those cases was 3.32); *Hopkins v. Stryker Sales Corp.* (N.D. Cal.
22 Feb. 6, 2013, No. 11-CV-02786-LHK) 2013 WL 496358, at *4–5 (2.76 multiplier justified); *Dyer v. Wells*
23 *Fargo Bank, N.A.* (N.D. Cal. 2014) 303 F.R.D. 326, 334 (2.83 multiplier in class action by bank employees);
24 *Willner v. Manpower Inc.* (N.D. Cal. June 22, 2015, No. 11-CV-02846-JST) 2015 WL 3863625, at *7 (2.10
25 multiplier in wage and hour class action); *Smith v. Am. Greetings Corp.*, (N.D. Cal. Jan. 29, 2016, No. 14-
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CV-02577-JST) 2016 WL 362395, at *9 (1.8 multiplier in wage and hour class action).)

Further, under this method, Class Counsel are entitled to their requested hourly rates if they are “within the range of reasonable rates charged by and judicially awarded comparable attorneys for comparable work.” (*Children’s Hosp. & Med. Ctr. v. Bonta* (2002) 97 Cal.App.4th 740, 783; *see also Ctr. for Biological Diversity v. County of San Bernardino* (2010) 188 Cal.App.4th 603, 616 (generally the reasonable hourly rate “is that prevailing in the community for similar work”).) The reasonable market value of the attorneys’ services is the measure of a reasonable hourly rate and “applies regardless of whether the attorneys claiming fees charge nothing for their services, charge at below market or discounted rates, represent the client on a straight contingent fee basis, or are in-house counsel.” (*Ctr. For Biological Diversity, supra*, 188 Cal.App.4th at 619.) The rate determinations from other cases and from the plaintiffs’ attorneys are satisfactory evidence of the prevailing market rate. (*United Steelworkers of Am. v. Phelps Dodge Corp.* (9th Cir. 1990) 896 F.2d 403, 407.)

Class Counsel’s hourly rates are reasonable, given their substantial experience in complex class action employment litigation. The current hourly rates for the attorneys at S&Y are between \$475.00 and \$800.00. (Yaeckel Decl. ¶¶ 20, 23-29.) The current hourly rates for the attorneys at SLG who worked on this matter are \$675 to \$800. (Meireles Decl. ¶¶ 25-26.) The current hourly rates for OLA are \$425 to \$575. (Galdston Decl. ¶ 16.) Fee awards based on S&Y’s, SLG’s, and OLA’s hourly rates have been approved by state and federal courts in similar class action settlements. (Yaeckel Decl. ¶¶ 28-29); Meireles Decl. ¶ 25; Galdston Decl. ¶ 17.)

Further, the hours recorded by Class Counsel are reasonable. Hours are reasonable if “at the time rendered, [they] would have been undertaken by a reasonable and prudent lawyer to advance or protect his client’s interest.” (*Moore v. Jas. H. Matthews & Co.* (9th Cir. 1982) 682 F.2d. 830, 839 (internal citation omitted); *Norman v. Housing Auth. of City of Montgomery* (11th Cir. 1988) 836 F.2d 1292, 1306 (“[T]he

1 measure of reasonable hours is determined by the profession’s judgment of the time that may conscionably
2 be billed and not the least time it might theoretically have been done.”.) In determining the reasonableness
3 of hours, the court may consider “the entire course of the litigation, including pre-trial matters, settlement
4 negotiations, discovery, litigation tactics, and the trial itself.” (*Vo v. Las Virgenes Mun. Water Dist.* (2000)
5 79 Cal.App.4th 440, 447.)

6 As described in Class Counsel’s declarations, the work performed included: conducting a thorough
7 investigation into the merits of the potential claims and defenses; researching the underlying merits of Class
8 Members’ claims, the damages to which they were entitled, and the propriety of class certification;
9 conducting multiple in-depth interviews with Plaintiffs; interviewing several other witnesses to whether
10 other Class Members were also impacted by Defendants’ allegedly illegal policies and/or practices and to
11 assess the extent of their potential damages; performing in-depth background research on Defendants,
12 including obtaining and reviewing documents from Plaintiffs to assess the merits of the claims and defenses;
13 drafting and filing the complaint; engaging in informal discovery to allow Class Counsel to evaluate the
14 claims and defenses and calculate damages in advance of mediation, preparing mediation briefs; attending
15 a mediation; negotiating and drafting the settlement agreement; drafting the preliminary approval motion;
16 drafting this motion for attorneys’ fees and enhancement payment; and assisting in the administration of the
17 Settlement. (Yaeckel Decl. ¶ 20.)

18 Furthermore, Class Counsel will continue to work on this case for several more months, at a
19 minimum. Class Counsel also is concurrently filing their Motion for Final Approval and will prepare in
20 advance for the Final Approval hearing. (Yaeckel Decl. ¶ 18.) Class Counsel also anticipate spending
21 significant time on this case after the Motion for Final Approval and Final Approval hearing by answering
22 Class and Collective Member questions, communicating with the Settlement Administrator, and
23 communicating with Defendants as necessary regarding any settlement administration issues that may arise.
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1 *Id.*

2 **B. The Court Should Approve the Requested Attorney’s Fees.**

3 Class Counsel seek reimbursement of \$44,444.42 in out-of-pocket costs expended in this case to be
4 paid from the settlement fund (\$3,368.13 paid for by S&Y; \$40,131.25 paid for by SLG; \$945.04 paid for
5 by OLA). (Yaeckel Decl. ¶ 30; Meireles Decl. ¶¶ 31-32; Galdston Decl. ¶ 24; *see Kinney v. Int’l Broth. of*
6 *Elec. Workers* (9th Cir. 1991) 939 F.2d 690, 694 n.5; *In re Media Vision Tech. Secs. Litig.* (N.D. Cal. 1996)
7 913 F.Supp. 1362, 1366. “[T]he prevailing view is that expenses are awarded in addition to the fee
8 percentage.” Alba Conte, *Attorney Fee Awards*, § 2.8, at 107–13 (3rd ed. 1993).) Class Counsel’s expenses
9 include court filing fees, docket access fees, LWDA filing fees, State Bar of California pro hac vice fees,
10 postage/service fees, expert fees, and Plaintiffs’ share of the mediators’ fees. (Yaeckel Decl. ¶ 30; Meireles
11 Decl. ¶ 32; Galdston Decl. ¶¶ 22-24.) Courts regularly approve these types of expenses for reimbursement.
12 (*See, e.g., In re Media Vision Tech. Sec. Litig.*, 913 F. Supp. at 1366-72 (postage, photocopying, consulting
13 and expert fees); *Plumbers & Steamfitters, Local 290 v. Duncan* (2007) 157 Cal.App.4th 1083, 1099
14 (holding legal research costs compensable).)
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17 Moreover, the cost items expended were reasonable and necessary for the successful prosecution of
18 this case; Class Counsel could not have litigated the case as successfully as they did without having incurred
19 each cost item. (*Id.*) By the time of the Final Approval hearing, Class Counsel will have advanced significant
20 fees and costs in this case, without any reimbursement. Particularly for firms that perform the majority of
21 their work on contingency, this places significant financial pressure on them, because such firms typically
22 do not receive compensation for hours expended or costs paid until months or years after the work is
23 performed (and invoices and salaries paid).
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25 These costs were advanced by Class Counsel on a purely contingent basis; had there been no
26 recovery, the costs would have been lost. (Yaeckel Decl. ¶ 10.) Class Counsel also seeks reimbursement
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1 without any addition for interest or the “time value of money.” To date, no Class Member has objected to
2 reimbursement for Class Counsel’s expenses. (CPT Decl. ¶ 9.) Finally, although Class Counsel’s work is
3 ongoing, Class Counsel will not seek reimbursement of additional expenses to be incurred preparing for the
4 Final Approval hearing nor for continuing to oversee the implementation of the settlement after Final
5 Approval. (Yaeckel Decl. ¶ 31.) In light of the expenses Class Counsel have incurred and will continue to
6 incur in bringing this case to a final resolution, their request for reimbursement of costs and expenses is
7 reasonable and should be granted.
8

9 **C. The Requested Enhancement Payments is Justified by the Time and Effort the**
10 **Named Plaintiffs Expended and the Risk in Prosecuting the Claims.**

11 Named Plaintiffs each seek an Enhancement Payment of \$5,000.00. Enhancement Payments or
12 Service Awards such as the one requested here are appropriate to compensate class representatives for their
13 time and effort and the financial and reputational risk imposed by the litigation—hardships not borne by the
14 other class members who benefit from the settlement. (*Munoz v. BCI Coca-Cola Bottling Co. of Los Angeles*
15 (2010) 186 Cal.App.4th 399, 412 (“named plaintiffs are eligible for reasonable incentive payments to
16 compensate them for the expense or risk they have incurred in conferring a benefit on other members of the
17 class”) (internal citations omitted).)

18 The Enhancement Payments sought here are fully justified by the risks undertaken by Named
19 Plaintiffs in their capacity as a Class and Collective Representative, as well as the substantial effort they put
20 forward on behalf of the Class in commencing and supervising this litigation, including in the negotiation
21 and approval of the classwide settlement and recovery. Although there is a “surprising dearth of California
22 authority directly addressing [the] question” of an appropriate service award for a named plaintiff in a class
23 action, *In re Cellphone Termination Fee Cases* (2010) 186 Cal.App.4th 1380, 1393-1395, *as modified* (July
24 27, 2010), courts routinely grant them. (*See id.*)

25 Enhancement Payments or Service Awards are appropriate in a class action because they provide an
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1 incentive to bring important cases that have broad impact benefitting a class of individuals, not just the
2 plaintiff. (*Cook v. Niedert* (7th Cir. 1998) 142 F. 3d. 1004, 1016.) By bringing the litigation on behalf of
3 others in addition to themselves, class representatives in employment class actions provide a valuable service
4 to their fellow workers and workers at other companies. (Nantiya Ruan, Bringing Sense to Incentives: An
5 Examination of Incentive Payments to Named Plaintiffs in Employment Discrimination Class Actions, 10
6 Emp. Rts. & Emp. Pol’y J. 395, 421-22 (2006).) More broadly, they promote the public policy goals set
7 forth by the legislature that enacted the underlying substantive statutes at issue. (*Id.*)

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9 An award of \$5,000 for each Named Plaintiff is well within the range that California and federal
10 courts have found reasonable. (*See In re Cellphone Termination Fee Cases* (2010) 186 Cal.App.4th at 1393-
11 1395 (finding no abuse of discretion where trial court granted \$10,000 awards to named plaintiffs);
12 *Bellinghausen v. Tractor Supply Co.* (N.D.Cal. 2015) 306 F.R.D. 245, 267-268 (stating that “[i]ncentive
13 awards typically range from \$2,000 to \$10,000” and awarding \$15,000 to the class representative); *Ramirez*
14 *v. Ghilotti Bros. Inc.* (N.D.Cal. Apr. 21, 2014, No. C 12-04590 CRB) 2014 WL 1607448, at *2 (awarding
15 \$15,000 to each of the three named plaintiffs in a wage and hour class action on behalf of construction
16 laborers); *Bolton v. U.S. Nursing Corp.* (N.D.Cal. Oct. 18, 2013, No. C 12-4466 LB) 2013 WL 5700403, at
17 *6 (awarding \$10,000 to class representative in wage and hour class action where average settlement share
18 was estimated to be less than \$600); *Navarro v. Servisair* (N.D.Cal. Apr. 27, 2010, No. C 08-02716 MHP)
19 2010 WL 1729538, at *4 (awarding \$10,000 service award in wage and hour class action).)

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21 The Enhancement Payments requested in this case is also proportional compared to the total recovery
22 by Class Members. The total amount of Enhancement Payments, \$15,000.00 (\$5,000.00 for each Named
23 Plaintiff), is approximately 1.5% of the Gross Fund Value. (Yaeckel Decl. ¶ 32; *see Sandoval v. Tharaldson*
24 *Employee Mgmt., Inc.* (C.D. Cal. June 15, 2010) No. EDCV 08-482-VAP, 2010 WL 2486346 at *10
25 (collecting cases in which courts agreed to service awards constituting between 0.18% and 0.71% of the
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total settlement amounts, and in that case awarding an incentive payment that was 1% of the gross settlement).) The requested enhancement payment is well within the range of what other courts have found to be reasonable, particularly in light of the fact that Named Plaintiffs have agreed to sign a general release, whereas each Class Member will only be releasing specific wage and hour claims. (Yaeckel Decl. ¶ 33.)

“[C]riteria courts may consider in determining whether to make an incentive award include: 1) the risk to the class representative in commencing suit, both financial and otherwise; 2) the notoriety and personal difficulties encountered by the class representative; 3) the amount of time and effort spent by the class representative; 4) the duration of the litigation and; 5) the personal benefit (or lack thereof) enjoyed by the class representative as a result of the litigation.” (*In re Cellphone Termination Fee Cases*, *supra*, 186 Cal.App.4th at 1394-1395 (citing *Van Vranken v. Atlantic Richfield Co.* (N.D.Cal.1995) 901 F. Supp. 294, 299).) Here, all of these criteria weigh in favor of granting the requested \$5,000 award to each Named Plaintiff.

1. Named Plaintiffs Undertook Great Risks and Faced Potentially Harmful Notoriety by Bringing this Lawsuit.

Particularly in employment class actions, named representatives risk harming their “reputations and future employability in the field.” (*Smith v. CRST Van Expedited, Inc.* (S.D. Cal. Jan. 14, 2013) No. 10-CV-1116- IEG WMC 2013 WL 163293, at *6; *see also Lusby v. GameStop Inc.* (N.D. Cal. Mar. 31, 2015) No. C12-03783 HRL, 2015 WL 1501095, at *9 (class representatives “risked having their participation in this litigation be an impediment to future employment”); *Eddings v. Health Net, Inc.* (C.D. Cal. June 13, 2013) No. CV 10-1744-JST RZX, 2013 WL 3013867, at *7 (class representative “took a significant professional risk . . . as her future job prospects may be impaired by her involvement in this case, because she sued her former employer”).) Named Plaintiffs, simply by having their names listed as the Named Plaintiffs on court documents that are widely available on the internet, have undertaken significant risks and notoriety in bringing this case. (Yaeckel Decl. ¶¶ 34-39; Decl. of Sheila Lopez (“Lopez Decl.”) ¶ 7; Decl. of Georgina

1 Bautista (“Bautista Decl.”) at ¶ 7; Decl. of Fe Adriano (“Adriano Decl.”) at ¶ 7.)

2 Named Plaintiffs’ efforts in the face of significant financial and reputational risk, as well as public
3 notoriety, merit the requested Enhancement Payment.

4 **2. Named Plaintiffs Spent Significant Time and Effort Working on the Case.**

5 Named Plaintiffs’ active involvement in the case also supports the requested Enhancement
6 Payments. Named Plaintiffs devoted significant time and effort to the case, including making themselves
7 available to speak with Class Counsel on numerous occasions in order to provide them information about
8 the claims, providing Class Counsel with relevant documents, and helping Class Counsel prepare for
9 mediation. (Lopez Decl. ¶ 6; Bautista Decl. at ¶ 6; Adriano Decl. at ¶ 6.)

10
11 The Parties in this case reached the settlement before Named Plaintiffs were deposed, and before
12 Defendants served any formal discovery requests. (Yaeckel Decl. ¶ 38.) Nonetheless, Named Plaintiffs
13 understood at the time that they chose to become Class Representatives that they would likely be required
14 to sit for lengthy depositions, and to respond to written discovery, if the case progressed, and they were
15 willing to do so. (Yaeckel Decl. ¶ 38; Lopez Decl. ¶ 5; Bautista Decl. at ¶ 5; Adriano Decl. at ¶ 5.)

16
17 Courts have approved service awards of greater than \$5,000.00 under facts similar to the instant
18 case. (*See, e.g., Alikhan v. Goodrich Corp.* (CD. Cal. Jun. 25, 2020), Case No. 17 Civ. 06756, 2020 U.S.
19 Dist. LEXIS 155169, *26 (approving \$10,000 service award); *Daquino v. Stonegate Mortg. Corp.* (Orange
20 County Superior Court, Feb. 8, 2019), 2019 Cal. Super. LEXIS 15679, at *5 (same); *Munoz v. Osram*
21 *Sylvania* (Sacramento County Superior Court, Jan. 25, 2022), 2022 Cal. Super. LEXIS 8053, at *13 (same);
22 *Rodriguez v. Bruce’s Gourmet Catering* (Los Angeles County Superior Court, Nov. 3, 2021), 2021 Cal.
23 Super. LEXIS 70235, at *20-21 (approving of \$7,500 enhancement award in case where named plaintiff
24 provided material support similar to here, but was not deposed).
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1 **3. Named Plaintiffs Have Not Received Any Personal Benefit from Their**
2 **Participation in this Case.**

3 That this litigation has been underway for over six months—with pre-litigation investigation
4 and settlement discussions having commenced approximately three years ago, and that Named Plaintiffs
5 have not received any personal benefit in this case, weigh strongly in favor of granting the requested
6 Enhancement Payments. To date, Named Plaintiffs have not received any personal benefit as a result of his
7 efforts. (Lopez Decl. ¶ 8; Bautista Decl. at ¶ 8; Adriano Decl. at ¶ 8.) Other Class Members will not have to
8 face the same risk of retaliation and blacklisting as Named Plaintiffs have, but those Class Members will
9 still benefit by receiving significant money from the settlement. The requested awards are warranted to
10 reward Named Plaintiffs for their work and sacrifices on behalf of the Class and Collective.

11 **4. Named Plaintiffs Should Be Rewarded for Their Public Service in**
12 **Contributing to Compliance with the California Labor Code.**

13 Finally, Named Plaintiffs should also be rewarded for their “public service of contributing to the
14 enforcement of mandatory laws.” (*Sullivan v. DB Investments, Inc.* (3rd Cir. 2011) 667 F.3d 273, 333 fn. 65
15 (citation and quotation omitted); *Sav-On Drug Stores, Inc. v. Super. Ct.* (2004) 34 Cal.4th 319, 340. Here,
16 no government agency or other party has otherwise obtained financial compensation for Defendants’
17 employees on a class-wide basis or has even attempted to do so. *Gentry v. Superior Ct.* (2007) 42 Cal.4th
18 443, 462 (noting that “class actions may be needed to assure the effective enforcement of statutory policies”
19 to avoid “the prospect of random and fragmentary enforcement of the employer’s legal obligation”
20 (quotations and citations omitted)).) Without the Named Plaintiffs’ willingness to take on the risk of filing
21 a class action lawsuit, no class recovery would have been possible. Solely because Named Plaintiffs came
22 forward at substantial personal risk, Defendants will pay a total of \$1 million into a common fund for the
23 benefit of all Class Members.

24 **III. CONCLUSION**

25 For the reasons set forth above, Plaintiffs respectfully request that the Court grant their Motion for
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1 Attorneys' Fees and Costs, and Enhancement Payment.

2
3 Dated: April 10, 2025

Respectfully submitted,

4
5 /s/ Eric K. Yaeckel

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