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Attorneys for Plaintiff JEANNE BOUDREAU, and the Class

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN FRANCISCO

JEANNE BOUDREAU, individually and on behalf of others similarly situated and on behalf of other aggrieved employees pursuant to the California Private Attorneys General Act,

Plaintiff,

vs.

INTELLISWIFT SOFTWARE, INC.; and DOES 1 through 25, inclusive,

Defendant.

Case No. CGC-23-611128

Honorable Jeffrey S. Ross
Department 613

NOTICE OF MOTION AND MOTION FOR APPROVAL OF ATTORNEYS' FEES AND COSTS AND ENHANCEMENT PAYMENT

Date:	April 30, 2026
Time:	9:00 a.m.
Dept.:	613

Complaint Filed:	December 15, 2023
FAC Filed:	November 7, 2024
SAC Filed:	December 22, 2025
Trial Date:	Not Set

TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE THAT on April 30, 2026 at 9:00 a.m**.** in Department 613 of the above-captioned Court located at Civic Center Courthouse, 400 McAllister Street, San Francisco, California 94102, Plaintiff Jeanne Boudreau ("Plaintiff") will and hereby does move the Court for an Order (1) awarding Class Counsel's attorneys' fees in the amount of One Hundred Thirty-Eight Thousand Two Hundred Fifty Dollars and Zero Cents ($138,250.00); (2) awarding Class Counsel's actual litigation costs and expenses in the amount of Twenty-One Thousand Four Hundred Twenty-One Dollars and Fifty-Six Cents ($21,421.56); and (3) approving the Enhancement Payment in the amount of Ten Thousand Dollars and Zero Cents ($10,000.00) to Plaintiff in recognition of her services to the Class.

This Motion is made pursuant to California Rules of Court, Rule 3.769, which requires court approval by the Court of a class action settlement. This Motion is based on the following Memorandum of Points and Authorities, the Amended Joint Stipulation of Settlement (Paragraphs 66 and 67), the Declarations of Class Counsel (Barbara DuVan-Clarke) and the Class Representative (Jeanne Boudreau), the pleadings and other records on file with the Court in this matter, and such evidence or oral argument as may be presented at the hearing on this Motion.

Respectfully submitted,

Dated: March 20, 2026

BLACKSTONE LAW, APC

By: Barbara DuVan-Clarke
Barbara DuVan-Clarke
Attorneys for Plaintiff Jeanne Boudreau
and the Class

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MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

Plaintiff Jeanne Boudreau ("Plaintiff" or "Class Representative") moves for an award of the Attorneys' Fees and Costs to Class Counsel and approval of the Enhancement Payment to Plaintiff as the Class Representative. Plaintiff and Defendant Intelliswift Software, Inc. ("Defendant") (together with Plaintiff, the "Parties") have entered into the Amended Joint Stipulation of Class Action and PAGA Settlement ("Settlement Agreement" or "Settlement") for a total amount of Three Hundred Ninety-Five Thousand Dollars and Zero Cents ($395,000.00) ("Gross Settlement Amount").

Plaintiff seeks the Court's approval of an attorneys' fee award of One Hundred Thirty-Eight Thousand Two Hundred Fifty Dollars and Zero Cents ($138,250.00), plus reimbursement of Twenty-One Thousand Four Hundred Twenty-One Dollars and Fifty-Six Cents ($21,421.56), in actual litigation costs and expenses. Class Counsel's request for an award of attorneys' fees and costs is reasonable and appropriate in light of the outstanding work performed by Class Counsel in the matter, the contingent nature of this action, and the results achieved under the Settlement. (*Lealao v. Beneficial California, Inc.* (2000) 82 Cal.App.4th 19).

Plaintiff also requests the Court's approval of the Enhancement Payment to be paid to Plaintiff in the amount of Ten Thousand Dollars and Zero Cents ($10,000.00). This amount proposed to be awarded to Plaintiff is fair and reasonable for the reasons Plaintiff provided in her declaration. (*See* Declaration of Plaintiff Jeanne Boudreau in Support of Motion for Final Approval of Class Action and PAGA Settlement ["Boudreau Decl."] filed concurrently herewith). Courts approve incentive awards to plaintiffs when justified and appropriate to compensate plaintiffs for their time, effort, and inconvenience. (*See e.g., Van Vranken v. Atlantic Riclifield Co.* (N.D. Cal. 1995) 901 F. Supp. 294, 299).

II. THE REQUESTED ATTORNEYS' FEES AND COSTS ARE REASONABLE AND SHOULD BE APPROVED

Class Counsel seeks thirty-five percent (35%) of the Gross Settlement Amount (i.e., $138,250.00) for fees for the time spent litigating this matter and reimbursement of actual costs and expenses totaling Twenty-One Thousand Four Hundred Twenty-One Dollars and Fifty-Six Cents

($21,421.56). (Declaration of Barbara DuVan-Clarke in Support of Plaintiff's Motion for Attorneys' Fees and Costs and Enhancement Payment ["DuVan-Clarke Decl."]., ¶ 2). The requested fees and costs are fair compensation for undertaking complex, risky, expensive, and time-consuming litigation on a contingent fee basis, especially in light of the substantial benefits achieved by Class Counsel for the Class Members. (Ibid).

A. Plaintiff's Fee Request of 35% of the Gross Settlement Amount is Proper Under the Common Fund Doctrine

Courts have long recognized the "common fund" or "common benefit" doctrine, under which attorneys who create a common fund or benefit for a group of persons may be awarded their fees and costs to be paid out of the fund. (*See Serrano v. Priest ("Serrano III")* (1977) 20 Cal.3d 25, 34, quoting *D'Amico v. Board of Medical Examiners* (1974) 11 Cal.3d 1; *Glendale City Employees' Association v. City of Glendale* (1975) 15 Cal.3d 328, 341 fn.19; *Quinn v. State of California* (1995) 15 Cal.3d 162, 16 7; *see also Boeing Co. v. Van Gernert* (1980) 444 U.S. 472,478; *Mills v. Electric Auto-Lite Co.* (1970) 396 U.S. 375, 391-392).

The California Supreme Court has held that, "when a number of persons are entitled in common to a specific fund, and an action brought by a plaintiff or plaintiffs for the benefit of all results in the creation or preservation of that fund, such plaintiff or plaintiffs may be awarded attorneys' fees out of the fund." (*Serrano III, supra,* 20 Cal.3d at 34, quoting *D'Amico,* 11 Cal.3d 1; *see also Boeing, supra,* 444 U.S. at 478 ("[A] lawyer who recovers a common fund for the benefit of persons other than himself or his client is entitled to a reasonable attorney's fee from the fund as a whole."); *Mills, supra,* 396 U.S. at 391-392 (United States Supreme Court endorsing the common fund approach in class actions)). California Practice Guide: Civil Trials and Evidence (The Rutter Group) at § 17:172.3 explains the common fund doctrine as follows:

> Where the lawsuit results in the recovery of a fund or property benefiting others as well as plaintiff (e.g., a class action), the court has inherent equitable power to order plaintiffs attorney fees paid out of the common fund or property [citations]. Such fee spreading assures that all of those benefited by the litigation pay their fair share of obtaining the recovery.

The percentage-of-the-fund approach appears to be the preferred method of awarding fees in traditional common fund cases, such as this case. Where the settlement amount is a "certain or easily calculable sum of money," use of the percentage-of-the-fund method is appropriate. (*Serrano III,* 20 Cal. 3d at 35).

In *Laffitte v. Robert Half Int'l Inc.* (2016) 1 Cal.5th 480, a wage and hour class action wherein class counsel obtained a $19 million non-reversionary settlement on behalf of the class, the California Supreme Court approved the use of the percentage of fund or common fund method to award one-third of the settlement amount or $6,333,333.33 to class counsel for attorneys' fees. The Court stated:

> Whatever doubts may have been created by Serrano III, supra, 20 Cal.3d 25, [], or the Court of Appeal cases that followed, we clarify today that use of the percentage method to calculate a fee in a common fund case, where the award serves to spread the attorney fee among all the beneficiaries of the fund, does not in itself constitute an abuse of discretion. We join the overwhelming majority of federal and state courts in holding that when class action litigation established 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. 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 [] convince us the percentage method is a valuable tool that should not be denied our trial courts.

(*Laffitte*, 1 Cal.5th at 503).

In *Quinn v. State of California* (1995) 15 Cal.3d 162, 167, the California Supreme 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." Similarly, in *City and County of San Francisco v. Sweet* (1995) 12 Cal.4th 105, 110-111, the California Supreme Court recognized that the common benefit 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."

Numerous appellate courts have similarly found. (*See e.g., Knoff v. City and County of San Francisco* (1969) 1 Cal.App.3d 184, 203-204 (court upheld a "contingent percentage" award of attorneys' fees in a representative action as the proper exercise of the court's broad equitable powers); *Rider v. County of San Diego* (1992) 1 I Cal.App.4th 1410, 1423 (attorneys' fees and expenses properly awarded from common benefit composed of illegally imposed sales and use tax); *Bank of America v. Cory* (1985) 164 Cal.App.3d 66, 89-92 (fees awarded from common benefit created by action compelling state to claim dormant bank accounts); *Parker v. Los Angeles* (1974) 44 Cal.App.3d 556, 567-568 (court upheld fee award equal to one-third of the damages to owners of residential property in an inverse condemnation action)).

The Supreme Court noted that several courts have expressed frustration with the alternative "lodestar" approach for deciding fee awards, which usually involves wading through voluminous and often indecipherable time records. (*Laffitte*, 1 Cal.5th at 503; *see Lealao v. Beneficial California, Inc.* (2000) 82 Cal.App.4th 19, 31 n.5 citing *In re Activision Sec. Litig.* (N.D. Cal 1989) 723 F. Supp. 1373, 1375). The percentage approach is preferable to the lodestar because: (1) it aligns the interests of class counsel and absent class members; (2) it encourages efficient resolution of the litigation by providing an incentive for early, yet reasonable, settlement; and (3) it reduces the demands on judicial resources. (*In re Activision Sec. Litig*., 723 F. Supp. at 1378-79). The Ninth Circuit now routinely uses the percentage of the common fund approach to determine the award of attorney's fees. (*Lealao*, 82 Cal.App.4th at 30-31; *see e.g., In re Pac. Enters. Sec. Litig.* (9th Cir. 1995) 47 F.3d 373, 378-79 (approving attorney's fee of 33%)).

A fee of thirty-five percent (35%) of the Gross Settlement Amount (i.e., $138,250.00) is easily within the range of reasonableness. Historically, courts have awarded percentage fees in the range of 20% to 50%, depending on the circumstances of the case. (*See In re Activision Sec. Litig*., 723 F. Supp. at 1378). According to Professor Newberg: "No general rule can be articulated on what is a reasonable percentage of a common fund…Usually 50 per cent of the fund is the upper limit on a reasonable fee award from a common fund, in order to assure that fees do not consume a disproportionate part of the recovery obtained for the class, though somewhat larger percentages are not unprecedented." (Newberg on Class Actions (4th Ed.), § 14.6). Class Counsel's requested fee is reasonable and falls well within the historical range of attorney's fee awards under the common fund theory. Based on Class Counsel's showing of reasonableness, the Court should approve the requested fees pursuant to the common fund approach.

B. The Circumstances of this Case Support a 35% Fee Award

Given the significant results achieved under the circumstances of this litigation, the requested fee award is reasonable. As discussed in *Sumitomo Copper Litigation, supra,* 74 F. Supp. 2d at 396:

> No one expects a lawyer whose compensation is contingent on the success of his services to charge, when successful, as little as he

> would charge a client who in advance of the litigation has 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.

In that vein, this Court should consider the contingent nature of this case, the uncertainty of the outcome, the quality of the counsel, and the preclusion from other employment.

C. The Contingent Nature of This Matter

From the outset of the case to the present, prosecution of this matter has involved significant financial risk for Class Counsel. Class Counsel undertook this matter solely on a contingent basis, with no guarantee of recovery. Class Counsel has placed its own resources at risk to prosecute this matter with no guarantee of success. The risks of this matter are apparent in that class certification would likely have been a hard-fought issue, especially given the uncertainty regarding certification of cases such as this. Moreover, even if class certification were granted over Defendant's opposition, there was no assurance that Plaintiff would succeed at trial. Despite such challenges, Class Counsel was able to persuade Defendant that they faced significant liability exposure such that they were willing to pay $395,000.00 to settle the Class Members' claims.

D. The Experience, Reputation, Ability of Counsel, and Skill in Litigation

Class Counsel has substantial experience in wage-and-hour and other class action litigation, including litigation involving the legal issues in this matter. (DuVan-Clarke Decl., ¶¶ 4-5). Class Counsel's skill in developing a factual record and convincing Defendant of their litigation exposure under California law was essential to achieving the Settlement. Through its skill and reputation, Class Counsel was able to obtain a settlement that provides an outstanding result for Class Members. (*See generally* DuVan-Clarke Decl.).

E. The Results Achieved

The excellent results achieved by the Settlement support Class Counsel's request for attorneys' fees. The efficiency with which this litigation was conducted and resolved should be rewarded. After preparing and investigating the case prior to filing the action, Class Counsel strongly litigated and then resolved the case in an efficient manner. The Class Members will directly benefit from the prompt and fair resolution of their claims. They will be receiving a significant award in a relatively short period of time, as opposed to waiting years to recover some undetermined amount if they succeeded at trial, which is an uncertainty in itself.

F. Preclusion of Other Employment

As California law recognizes, Class Counsel's commitment to this litigation should not be assessed in a vacuum. (*See Serrano, supra,* 20 Cal.3d at 49). A relevant factor in determining attorneys' fees is whether the litigation required Class Counsel to forego other employment. (*See ibid*). Class Counsel had to consider its workload during this litigation when considering taking on additional work that was available, and which Class Counsel had to forego in order to devote the time necessary to pursue this litigation. (DuVan-Clarke Decl., ¶ 4).

G. The Requested Fees Are Also Justified Under the Lodestar Method

Fee calculations under the lodestar method would result in a similar award, demonstrating the fairness of Class Counsel's percentage fee request. 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. The base amount is then adjusted by use of a multiplier in light of various factors. (*Serrano 111, supra,* 20 Cal.3d at 48). Class Counsel's hourly rates are summarized in the DuVan-Clarke Decl. at ¶¶ 5-6.

One difficulty in determining the hourly rate of attorneys of similar skill and experience in the relevant community is the scarcity of hourly fee-paying clients in class action litigation. (DuVan-Clarke Decl., ¶ 6). As a practical matter, few if any employees or consumers pay attorneys' fees on an hourly basis for such extensive litigation, and thus retainer agreements in such cases are based on a stepped-up contingency fee (with the percentage increasing from one third to forty-five – and sometimes even fifty percent, which is on par with personal injury contingency fee agreements – if the case goes to trial). Therefore, there is no customary hourly billing rate for work that is routinely based on a contingent fee relationship, but the nature of class action work should be strongly considered by the Court. Wage and hour work presents a specialized and challenging area of law that is not within the knowledge of many lawyers. This kind of class action work requires specialized learning and the willingness to take large risks. (Ibid).

Class Counsel has spent approximately 204.6 total hours in this matter. (*Id*., ¶ 6). In addition to time spent during litigation, reasonable hours also include the time spent before the action was filed, including time spent interviewing the client, investigating the facts and the law, preparing the initial pleadings, as well as litigating the case. (*Webb v. Board of Educ.* (1985) 471 U.S. 234). Further, the fee award should include fees incurred to establish and defend the attorney's fee claim. (*Serrano v. Priest* (1982) 32 Cal.3d 621, 639 ("*Serrano IV*")). Based on the rates of Class Counsel, the total fees incurred to date are $186,744.00. (DuVan-Clarke Decl., ¶ 6).

In cases where a common fund analysis is not used, once the court establishes the lodestar amount, it should adjust the fee award by a multiplier in order to make an appropriate fee award. (*Serrano III, supra,* 20 Cal.3d at 48). In applying the multiplier, *Newberg on Class Actions* states that "[m]ultiples ranging from one to four frequently are awarded in common fund cases when the lodestar method is applied. A large common fund award may warrant an even larger multiplier." (4 *Newberg on Class Actions* 4th (4th ed. 2002) § 14.6). If the class members paid the fees that the market would bear, they would pay a fee of anywhere from one-third to forty-five percent of any recovery. Since this is the market rate, the lodestar calculation should be enhanced to reflect what the class members would pay on the open market. (*Lealao, supra,* 82 Cal.App.4th at 47-48).

In *Lealao,* the court held that trial courts should award lodestar fees by examining the percentage-of-the-benefit and adjusting the lodestar calculation accordingly. (*Id.* at 49 & 53). The court indicated that this is an upward adjustment and should be akin to a contingency fee recovery; the court stated, "[a]n adjustment reflecting the amount of the class recovery is not significantly different from an adjustment reflecting a percentage of that amount; and California courts have evaluated a lodestar as a percentage of the benefit." (*Id.* at 46). The *Lealao* method appears particularly appropriate because class actions generally are contingency fee cases for plaintiffs - and the class action clients do not expect to pay an hourly fee.

The rationale of *Lealao* comports with the purpose of the multiplier. The multiplier is "primarily to compensate the attorney for the prevailing party at a rate reflecting the risk of nonpayment in contingency cases." (*Ketchum v. Moses* (2001) 24 Cal.4th 1122, 1138). The *Lealao* court reasoned:

> Given the unique reliance of our legal system on private litigants to enforce substantive provisions of law through class and derivative actions, attorneys providing the essential enforcement services must be provided incentives roughly comparable to those negotiated in the private bargaining that takes

> place in the legal marketplace, as it will otherwise be economic for defendants to increase injurious behavior. It has therefore been urged (most persist"ently by Judge Richard Posner) that in defining a reasonable fee in such representative actions, the law should mimic the market.
>
> In the class action context, that would mean attempting to award the fee that informed private bargaining, if it were truly possible, might have reached. The simplest way for the law to duplicate the bargain that informed parties would reach if agency costs were low is to look to fee award levels in actions brought by sophisticated private parties under the same or comparable statutes.

(*Lealao,* 82 Cal.App.4th at 47-48 (internal citations and quotations omitted)). The court added:

> [T]rial judges need the flexibility *Serrano III* provides, as it enables them to relate fee awards to the economic realities that determine the efficacy of the private enforcement contemplated by our civil justice system.
> Accordingly, we hold that, in cases in which the value of the class recovery can be monetized with a reasonable degree of certainty and it is not otherwise inappropriate, a trial court has discretion to adjust the basic lodestar through the application of a positive or negative multiplier where necessary to ensure that the fee awarded is within the range of fees freely negotiated in the legal marketplace in comparable litigation.

(*Id.* at 49-50).

In looking at similar cases, including those set forth above, Class Counsel's requested fee comports to the market. Based on the reasonable hourly rates suggested by Class Counsel and the collective hours worked in this matter, the requested fee award actually represents less than the current total fee lodestar of $186,744.00, demonstrating that Class Counsel is requesting significantly less compensation than the value of the time invested in this litigation. In this regard, Class Counsel's fee request is eminently reasonable.

H. Plaintiff's Cost Request is Reasonable

Class Counsel seeks reimbursement of a total amount of Twenty-One Thousand Four Hundred Twenty-One Dollars and Fifty-Six Cents ($21,421.56) in costs and expenses in this matter. (DuVan-Clarke Decl., ¶ 8 and Exh. 3). All costs and expenses were reasonably incurred in prosecution of this matter.

VI. THE REQUESTED ENHANCEMENT PAYMENT TO PLAINTIFF IS REASONABLE

The named Plaintiff should be awarded an Enhancement Payment in the amount of Ten Thousand Dollars and Zero Cents ($10,000.00) for her services as the Class Representative and the risks in connection with that role. (*Id.*, ¶ 12). Enhancement awards in wage and hour cases typically range from $5,000.00 to $20,000.00, although some awards are higher. (Ibid). Often, multiple class representatives receive awards in the above range. (*See e.g.*, *Munoz v. BCI Coca-Cola Bottling Co. of Los Angeles* (2010) 186 Cal.App.4th 399, 412 [approving an enhancement request of $10,000.00 per named plaintiff in a 188 member class]; *Cook v. Niedert*, 142 F.3d 1004, 1016 (7th Cir. 1998); *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."]). Here, the requested Enhancement Payment is modest, reasonable, and should be approved.

Plaintiff's actions establish that: (1) she sought to protect the interests of the Class above her own personal interests; (2) the Settlement Class Members will be benefitted from her actions by receiving a payment without having to do anything; and (3) Plaintiff has put forth a significant amount of time and effort pursuing the litigation and seeing it through to resolution. (*See*, generally, Brown Decl.; *see also Clark v. American Residential Services LLC* (2009) 175 Cal.App.4th 785, 804 (discussing the criteria for determining class representative enhancement awards in concluding that a requested award of $25,000 for two class representatives was too high)).

The requested award for Plaintiff is also reasonable given the financial and personal risk she took in commencing the Action, and in light of the benefits that her actions have conferred upon the Class. (Boudreau Decl., ¶¶ 7, 9; *See also Van Vranken v. Atl. Richfield Co*. (N.D.Cal. 1995) 901 F.Supp. 294, 299-300). Additionally, in considering a requested class representative enhancement award, courts take into consideration a plaintiff's reasonable fear of retaliation. (*Staton v. Boeing Co*. (9th Cir. 2003) 327 F.3d 938, 977). Plaintiff understood the risks involved in bringing this action, including the potential for losing any job or income due to the time spent fulfilling her responsibilities in this matter, and the risk that future employers could discover her role as the named plaintiff in this lawsuit and decline to offer her employment based thereon. (Boudreau Decl., ¶¶ 7, 9, 13). Plaintiff took these risks on behalf of the Class while other employees who will receive money from this lawsuit did not have to file a claim or take the risks she took in bringing this action. (Boudreau Decl., ¶ 9).

In sum, Plaintiff has performed considerable services on behalf of the Class during the litigation. (*See*, generally, Boudreau Decl.). Class Counsel cannot understate the importance of the role of an employee who is willing to search out an attorney and step forward to assume the risk of litigation and retaliation in order to represent a class and put the interests of the class before their own interests. Plaintiff has understood that this is a class action where she is serving as the Class Representative and must protect the Class Members' interests. (*Id*., ¶ 12). Plaintiff was the catalyst to the benefit reached for the Class Members and has actively protected the Class Members' interests during the pendency of this matter and would have continued to do so even if the case was required to go to trial. (Ibid). Plaintiff spent approximately 45-50 hours participating in this matter by searching for an attorney, communicating with her attorneys on numerous occasions, searching for and producing relevant documents related to her employment, responding to her attorneys' inquiries, helping her attorneys develop a strategy as to what additional documents and information they could seek to obtain from Defendant, making herself available to answer questions about Defendant's practices and treatment of its employees, assisting her attorneys' efforts to prepare for mediation, reviewing the settlement documents, and approving the Settlement on behalf of all Class Members. (*See*, generally, Boudreau Decl.; *Id*., ¶¶ 3-5, 8, 10-11).

In contrast, without having to take on any of the risk incurred by Plaintiff or time spent by Plaintiff in litigating this matter, Settlement Class Members will automatically be issued a payment for their claims. Thus, the Enhancement Payment to Plaintiff is warranted to compensate her for her time and effort, the fear and stress associated with assuming the responsibility of serving as the Class Representative, and the concrete risks she assumed as the Class Representative.

IV. CONCLUSION

For all of the foregoing reasons, Plaintiff respectfully requests that this Court approve: (1) Class Counsel's request of $138,250.00 as an award of attorneys' fees; (2) the requested litigation cost award of $21,421.56; and (3) the requested Enhancement Payment to Plaintiff in the amount of $10,000.00.

Respectfully submitted,

Dated: March 20, 2026

BLACKSTONE LAW, APC

By: *Barbara DuVan-Clarke*

Barbara DuVan-Clarke
Attorneys for Plaintiff Jeanne Boudreau
and the Class