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Attorneys for Plaintiff
YESENIA DIAZ

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ALAMEDA

YESENIA DIAZ, on behalf of herself, and all others similarly situated,

Plaintiff,

v.

SOS INTERNATIONAL LLC; and DOES 1 through 50, inclusive,

Defendants.

Case No: 24CV069862

Assigned for all purposes to the Hon. Somnath Raj Chatterjee

CLASS ACTION

NOTICE OF MOTION AND PLAINTIFF'S MOTION FOR AWARD OF REASONABLE ATTORNEYS' FEES AND COSTS, CLASS REPRESENTATIVE INCENTIVE AWARD/ GENERAL RELEASE PAYMENT, AND SETTLEMENT ADMINISTRATION COSTS; MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT THEREOF

Date: February 24, 2026
Time: 2:30 p.m.
Dept: 21

Complaint filed: April 2, 2024
FAC filed: June 25, 2024
Trial Date: TBD

Reservation No. 938887012557

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PLEASE TAKE NOTICE THAT on February 24, 2026, or as soon thereafter as the matter may be heard, at 2:30 p.m., or as soon thereafter as the matter may be heard, in Department 21 of the above-entitled Court, located at Administration Building, 1221 Oak Street, 4th Floor, Oakland, California, 94612, Plaintiff Yesenia Diaz will and hereby does move for the entry of an Order (1) approving an award of attorneys' fees in the amount of $150,000 and costs in the amount of $12,577.64 to Class Counsel, (2) approving Class Representative Incentive Award/General Release Payment to Plaintiff Diaz in the amount of $10,000 for serving as Class Representative, and (3) approving payment of settlement administration costs to Phoenix Settlement Administrators in the amount of $7,000.

This Motion will be based on the Memorandum of Points and Authorities set forth herein, the Joint Stipulation of Class and PAGA Action Settlement and Release of Claims, the Declarations of Eric A. Grover, Robert Spencer, Yesenia Diaz, and Lluvia Islas of Phoenix Settlement Administrators, the pleadings and papers filed in this case, and such evidence or oral argument as may be presented at the hearing, and on the complete records and file herein.

Respectfully submitted,

Dated: January 30, 2026

KELLER GROVER LLP

By: ______________________

ERIC A. GROVER
ROBERT W. SPENCER
Attorneys for Plaintiff and Class Counsel

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MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

The Court preliminarily approved the settlement of this putative class and representative action on September 23, 2025.[1] The settlement terms are set forth in the Amended Joint Stipulation of Class and PAGA Action Settlement and Release of Claims ("Amended Stipulation").[2] Yesenia Diaz ("Plaintiff" or "Class Representative") now moves the Court for an award of reasonable attorneys' fees and costs incurred during this litigation. Plaintiff also seeks an order approving the requested incentive award to the Class Representative and payment of the Settlement Administrator's fees.

The parties engaged in a formal mediation session and, with the assistance of respected mediator Hon. Carl J. West, Ret., reached a tentative settlement.[3] All final terms of the parties' settlement are set forth in the Amended Stipulation attached as Exhibit 1 to the Grover Declaration submitted with this motion.[4] To settle the matter, Defendant will pay a non-reversionary Maximum Settlement Amount ("MSA") of $450,000.[5]

Plaintiff seeks an award to Class Counsel of attorneys' fees in the amount of $150,000, which is one-third of the MSA, and actual out-of-pocket litigation costs in the amount of $12,577.64.[6] Under California law, when the settlement produces a specific, identifiable common fund for the benefit of the entire class, the court may award attorneys' fees using the percentage of the fund method.[7] Class Counsel's requested award of attorneys' fees is reasonable and appropriate

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[1] Declaration of Eric A. Grover submitted in support of this Motion ("Grover Decl."), Ex. 1 (Stipulation); Ex. 3 (the Court's September 23, 2025 Order re: Hearing on Motion - Other Motion for Preliminary Approval of Class Action and PAGA Settlement ("Preliminary Approval Order"); *see also*, Ex. 4 (the Court's November 13, 2025 Order Granting Motion for Preliminary Approval of Class and PAGA Action Settlement ("Nov. 13, 2025 Order"). All "Ex." references are to exhibits attached to the Grover Declaration unless otherwise noted. All capitalized terms shall have the same meaning as set forth in the Amended Stipulation unless otherwise noted.

[2] Ex. 1.

[3] Ex. 1 at § II.B; Grover Decl. at ¶ 12.

[4] Grover Decl. at ¶¶ 12, 32.

[5] Ex. 1 at §§ I.V, III.A, III.M; Grover Decl. at ¶ 32.

[6] *See* Ex. 1 at §§I.E, I.F, III.M.4; Grover Decl. at ¶¶ 33, 50, 72.

[7] *Laffitte v. Robert Half Int'l, Inc.* (2016) 1 Cal.5th 480, 503 (clarifying that the percentage of the common fund is a proper method for awarding fees).

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considering the work performed by Class Counsel in the case, the contingent nature of this action, and the results achieved.[8]

Plaintiff also requests that the Court confirm the incentive award payment agreed to be paid to the Class Representative in the amount of $10,000.[9] Courts approve incentive awards to plaintiffs when justified and appropriate to compensate plaintiffs for time, effort, and inconvenience.[10] The proposed Incentive Award/General Release Payment is fair and reasonable.[11]

Plaintiff further requests the Court approve the fees of the Court-approved Settlement Administrator, Phoenix Settlement Administrators ("Phoenix") in an amount of $7,000, which is estimated "not to exceed" amount in the Amended Stipulation.[12]

II. SUMMARY OF RELEVANT FACTS AND PROCEDURAL HISTORY

Plaintiff is filing the motion for final approval of the class and PAGA action settlement simultaneously with this motion and have set forth the summary of facts and procedural history in the supporting memorandum for that motion. To avoid repetition, Plaintiff does not include that information here.

A. Class Counsel's work in litigating and settling this action.

Prior to the filing of this action, Class Counsel expended time and effort in investigating, researching, and preparing this case for litigation. Class Counsel investigated and researched Plaintiff's potential Labor Code claims, both in the individual context and as putative class and representative claims.[13] On Plaintiff's behalf, Class Counsel drafted the initial putative class and

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[8] *See Lealao v. Beneficial California, Inc.* (2000) 82 Cal.App.4th 19; *Williams v. MGM-Pathe Communs. Co.* (9th Cir. 1997) 129 F.3d 1026, 1027. *See* Grover Decl. at ¶¶ 31-40, 50-69,

[9] *See* Ex. 1 at §§ I.J, I.K, III.M.3.

[10] *Clark v. Am. Residential Serv. LLC* (2009) 175 Cal.App.4th 785, 804 (internal quotations omitted), citing *Cook v. Niedert* (7th Cir.1998) 142 F.3d 1004, 1016 and *Van Vranken v. Atlantic Richfield Co.* (N.D. Cal. 1995) 901 F. Supp. 294, 299.

[11] Grover Decl. at ¶¶ 48-49; *see also*, Declaration of Yesenia Diaz submitted herewith.

[12] Phoenix Decl. at ¶ 17 Ex. B; *see* Ex. 1 at §§ I.PP, III.K, III.M.6.

[13] Grover Decl. at ¶ 9.

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complaint and filed it in this Court.[14] Plaintiff's Counsel also drafted and filed the operative First Amended Complaint and filed it in this Court, which added the representative PAGA claims.[15]

As discovery was beginning, Class Counsel engaged in discussions with counsel for Defendant regarding the possibility of settlement and the parties agreed to stay discovery and attempt mediation.[16]

Prior to the formal mediation session, Class Counsel drafted and sent a detailed mediation information request to Defense Counsel. In response, Defendant provided Plaintiff with information related to its policies and practices regarding classification and pay, meal periods, rest breaks, wage statements, and expense reimbursement for California workers, the number of putative class members and the number of work days and pay periods potentially at issue during the relevant liability period. Class Counsel reviewed and analyzed the information Defendant provided and drafted a detailed mediation brief.[17]

On March 18, 2025, the Parties participated in an all-day mediation session with skilled mediator Hon. Carl J. West, Ret., who has significant experience mediating wage and hour class actions. The mediated negotiations resulted in the parties reaching an agreement to settle the entire action, subject to the Court's approval.[18] Following the mediation, Class Counsel drafted a detailed, formalized settlement agreement and exhibits and negotiated the language and terms with counsel for Defendant until the Stipulation and its exhibits were finalized and executed. All terms of the Parties' settlement are set forth in the Stipulation.[19]

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[14] *Id.*
[15] *Id.*
[16] *Id.* at ¶ 10.
[17] *Id.* at ¶ 11.
[18] *Id.* at ¶ 12.
[19] *Id.* at ¶ 13.

At the time the final settlement was reached, Defendant had provided relevant documents and information, including:

(A) The number of Class Members:

- There are approximately 329 Class Members.[20]

(B) The total work days worked by Class Members:

- Class Members worked a total of approximately 32,000 Qualified Work Days during the Class Period.

(C) The total work weeks worked by Class Members:

- Class Members worked a total of approximately 11,500 Settlement Work Weeks during the Class Period.

(D) Class Members' imputed hourly wage:

- Class Members were classified as independent contractors during the Class Period and the imputed hourly wage, based on the Class Members' rate, was approximately $65.19.

(E) The total pay periods during the PAGA Period:

- Aggrieved Interpreters worked a total of approximately 5,750 Qualified Pay Periods during the PAGA Period.[21]

On June 20, 2025, Plaintiff moved for preliminary approval of the settlement. Class Counsel drafted and filed the motion for preliminary approval of the proposed class action settlement and supporting papers.[22]

The Court issued its tentative ruling on Plaintiff's Motion for Preliminary Approval of Class Action Settlement ("Tentative Ruling") on August 25, 2025, outlining a few concerns about certain terms in the initial settlement agreement.[23] The parties revised the settlement terms at issue, as set forth in the Amended Stipulation, and provided relevant declarations to address the Court's concerns.[24] Plaintiff filed the Amended Stipulation and the declarations with the Court on September 16, 2025.[25]

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[20] The final number of Settlement Class Members is 351. Phoenix mailed 352 notices to Class Members identified from Defendant's records and there is a single opt-out, resulting in 351 Settlement Class Members. *Id*. at ¶ 13, fn 1, ¶¶ 26-28.

[21] *Id.* at ¶ 13.

[22] *Id.* at ¶ 14.

[23] *Id.* at ¶ 15.

[24] *Id.* at ¶ 16.

[25] *Id.* at ¶ 17; Ex. 1.

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On September 23, 2025, the Court preliminarily approved the settlement terms set forth in the Amended Stipulation.[26]

In the period after the entry of the Preliminary Approval Order, Class Counsel have spent time speaking with Class Members and interacting with Defense Counsel and the Settlement Administrator on notice and settlement administration issues. Class Counsel will spend additional time working with Defense Counsel, the Settlement Administrator, speaking with Class Members, finalizing this motion, preparing and filing the final approval motion, and preparing for and attending the final fairness hearing.[27]

B. Status of the notice process after preliminary approval and Class Members' responses.

Pursuant to the Preliminary Approval Order, the Settlement Class is defined as:

> All persons who are or were working for Defendant as interpreters at immigration courts in the State of California any time within the Class Period and were classified as independent contractors.[28]

The Class Period is the period from and including March 26, 2023, through May 17, 2025, or an alternative date to be selected by Defendant, subject to the provisions set forth in Paragraph III.M.2.(a)(3) of the Amended Stipulation.[29] Defendant made no such selection to choose an alternative end date.[30] In this memorandum, the members of the proposed Class are referred to as the "Class Members."

For the PAGA claims, the "Aggrieved Interpreters" are "all persons who are or were working for Defendant as interpreters at immigration courts in the State of California any time within the PAGA Period and were classified as independent contractors."[31] The PAGA Period is the period from and including March 26, 2023, through May 17, 2025, or an alternative date to be selected by Defendant, subject to the provisions set forth in Paragraph III.M.2.(a)(3).[32]

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[26] Ex. 3 (Preliminary Approval Order); Ex. 4 (Nov. 13, 2025 Order; Grover Decl. at ¶ 17.

[27] Grover Decl. at ¶ 19.

[28] Ex. 1 at § I.H; Grover Decl. at ¶ 21.

[29] Ex. 1 at § I.I; *see also*, Grover Decl. at ¶ 21.

[30] Grover Decl. at ¶ 21.

[31] Ex. 3 at ¶ 3; *see* Ex. 1 at § I.C; Grover Decl. at ¶ 22.

[32] Ex. 3 at ¶ 3; *see* Ex. 1 at § I.AA; Grover Decl. at ¶ 32.

Defendant made no such selection to choose an alternative end date. [33]All but one of the Aggrieved Interpreters are also Class Members because only one individual opted-out of participation in the class action portion of the Settlement.[34]

The notice procedure set forth in the Amended Stipulation and approved by the Court required Phoenix to distribute notice of the class settlement through the U.S. mail.[35]

In accordance with the Preliminary Approval Order, Defendant provided Phoenix with the final Class List on October 15, 2025.[36] The Class List identified 352 current and former employees who meet the class definition, their contact information, and the number of Qualified Work Days that each worked during the Class Period.[37] The Settlement Class Members worked a total of 36,474 Qualified Work Days.[38]

On October 28, 2025, Phoenix mailed the Notice to the 352 putative Class Members.[39] 351 out of 352 Notices were successfully mailed.[40]

Class Members did not have to file a claim to participate in the settlement.[41] All Class Members had 45 days from the date that Phoenix mailed the Class Notice to opt-out of or object to the settlement.[42] The deadline for Class Members to opt-out or object was December 12, 2025.[43]

Phoenix received no objections, timely or late.[44] Phoenix received only one opt-out, timely or late.[45] Class Counsel received no opt-outs or objections, timely or late.[46]

The Class Notice provided Class Members with information on how to dispute the number

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[33] Grover Decl. at ¶ 22.
[34] Ex. 1 at §§ I.C, I.H; Grover Decl. at ¶ 22.
[35] Ex. 1 at § III.L.2; Ex. 3 at ¶¶ 9-13.
[36] Phoenix Decl. at ¶ 3.
[37] *Id.*
[38] Phoenix Decl. at ¶ 11; Grover Decl. at ¶ 25.
[39] Phoenix Decl. at ¶ 5.
[40] Phoenix Decl. at ¶¶ 5-6.
[41] Ex. 1 at § III.M.2.a.
[42] Ex. 1 at §§ I.NN; III.L.7, III.L.8; Phoenix Decl. at ¶¶ 5-10 Phoenix Ex. A (Notice).
[43] Phoenix Decl. at ¶ 8; Grover Decl. at ¶ 28.
[44] Phoenix Decl. at ¶ 9.
[45] *Id.* at ¶ 8.
[46] Grover Decl. at ¶ 28.

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of Qualified Work Days stated on their individualized Notice.[47] No disputes were received, timely or late.[48]

The average Individual Settlement Payment will be approximately $699.21 ($245,422.36 NSA/351 Settlement Class Members).[49] The estimated highest gross Individual Settlement Payment is approximately $3,497.32 and the lowest estimated Individual Settlement Payment is $25.[50]

C. <u>The Amended Stipulation and Class Notice clearly state the attorneys' fees and costs.</u>

Class Counsel is requesting attorneys' fees in the amount of $150,000, which is one-third of the total $450,000 Maximum Settlement Amount, and their actual out-of-pocket costs incurred litigating this action in the amount of $12,577.64.[51] The requested fees are intended to compensate Class Counsel for the benefits achieved for the class, the efficient and fair resolution of the class claims utilizing their extensive experience litigating wage and hour class actions, the risk of taking on a complex class action on a contingency basis, the preclusion of accepting other work, plus all of the work that Class Counsel already performed in litigating this action and will perform in documenting the settlement, securing approval of the settlement, making sure that the settlement is fairly administered and implemented, and obtaining dismissal of the action.[52] Defendant does not oppose Class Counsel's fee and cost application in that amount.

D. <u>Incentive Award/General Release Payment for the Class Representative.</u>

The Amended Stipulation provides settlement Class Representative Diaz with a reasonable incentive award payment to compensate her for the risks, time and effort that she expended in coming forward to provide invaluable information in support of the unpaid wages and other employment related claims alleged in the complaint against her former employer.[53] Class Representative Diaz also will provide a general release of her individual claims against Defendant

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[47] Ex. 1 at § III.L.5.
[48] Phoenix Decl. at ¶ 10; Grover Decl. at ¶ 29.
[49] Phoenix Decl. at ¶ 14; Grover Decl. at ¶ 30.
[50] Phoenix Decl. at ¶ 14.
[51] Ex. 1 at § III.M.4; Grover Decl. at ¶¶ 33, 50, 70-72; *see also*, Ex. 1 at §§ I.E, I.F, I.V, III.M.
[52] *See* Grover Decl. at ¶¶ 9-19, 31-40, 50-69.
[53] Ex. 1 at §§ I.J, III.M.3.

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that is much broader than release the Settlement Class Members will provide.[54] Subject to the Court's approval, the Amended Stipulation provides that Plaintiff and Class Representative Diaz will receive up to a $10,000 incentive award payment for serving as the settlement Class Representative and the named plaintiff.[55]

E. Costs of administering the Settlement.

The Amended Stipulation provides for the payment of the Settlement Administrator's costs for administering this settlement from the MSA.[56] Phoenix has incurred and will incur fees and costs totaling $7,0000, which is estimate provided for in the Class Notice.[57] Phoenix has performed and will continue to perform tasks necessary to the administration of the settlement, including providing notice to the Settlement Class Members, calculating individual settlement payments, handling inquiries from Settlement Class Members, and issuing and mailing settlement payments.[58]

III. ARGUMENT

A. Class Counsel requests an award under the common benefit doctrine.

1. A fee award of approximately 33.33% is reasonable here.

Class Counsel respectfully requests that this Court approve the requested attorneys' fees in this action. This application is made pursuant to California Rules of Court, Rule 3.769, which requires court approval of fees paid through settlement of a class action.

Class Counsel seeks attorneys' fees of 33.33% of the Maximum Settlement Amount under the "common fund" doctrine. "The choice of a fee calculation method is generally one within the discretion of the trial court," with the goal "being the award of a reasonable fee to compensate counsel for their efforts."[59] The California Supreme Court has held that the percentage of the common fund is a proper and accepted method for awarding fees.[60]

Indeed, courts have long recognized the "common fund" or "common benefit" doctrine,

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[54] *Compare* Ex. 1 at § III.C with § III.B.
[55] Ex. 1 at § III.M.3, *see also*, § I.J; Grover Decl. at ¶¶ 48-49.
[56] Ex. 1 at § III.M.6, *see also*, §§ I.W, I.PP; *see* Grover Decl. at ¶¶ 23-30, 33.
[57] Phoenix Decl. at ¶ 17, Ex. B.
[58] *See generally*, Phoenix Declaration.
[59] *Laffitte*, *supra*, 1 Cal.5th at 504.
[60] *Id*.

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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.[61] In *Laffitte*, the California Supreme Court held that, "when class action litigation establishes a monetary fund for the benefit of the class members, and the trial court in its equitable powers awards class counsel a fee out of that fund, the court may determine the amount of a reasonable fee by choosing an appropriate percentage of the fund created."[62] The California Supreme Court also noted that the percentage of the fund method "more accurately reflects the results achieved" than the lodestar method, serves as a "better approximation of market conditions in a contingency case," and encourages "counsel to seek an early settlement and avoid unnecessarily prolonging the litigation."[63]

Numerous appellate courts have similarly found.[64] Moreover, at least eight federal courts of appeal—the First, Third, Sixth, Seventh, Ninth, Tenth, Eleventh and the D.C. Circuit—have endorsed the "percentage fee" method for determining reasonable attorneys' fees in common benefit cases.[65] The Ninth Circuit has explained that "attorneys for a successful class may recover a fee based on the entire common fund created for the class, even if some class members make no claims against the fund so that money remains in it that otherwise would be returned to the

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[61] *Id.*; *see also*, *e.g.*, *Serrano v. Priest* ("*Serrano III*") (1977) 20 Cal.3d 25, 34; *Glendale City Employees' Assoc. v. City of Glendale* (1975) 15 Cal.3d 328, 341, fn.19; *In re Consumer Privacy Cases* (2009) 175 Cal.App.4th 545, 557; *Boeing Co. v. Van Gemert* (1980) 444 U.S. 472, 478; *Mills v. Electric Auto-Lite Co.* (1970) 396 U.S. 375, 391-392.

[62] *Laffitte*, *supra*, 1 Cal.5th at 503 (providing an extended analysis of California law regarding fee award methodology).

[63] *Id.* at 503-04.

[64] *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) 11 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. City of 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).

[65] *See*, *e.g.*, *In re Sumitomo Copper Litig.* (S.D.N.Y. 1999) 74 F.Supp.2d 393, 396-398 (discussing the overwhelming weight of federal authority in favor of the percentage fee method, citing cases); *see also*, *Laffitte*, *supra*, 1 Cal.5th at 503 (stating that the California Supreme Court "join[ed] the overwhelming majority of federal and state courts" that approve the percentage of the fund method).

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defendants."[66] Courts may even look at the total fund value in a reversionary settlement, although that is not necessary in this "all-in" (*i.e.*, non-reversionary) settlement.[67]

California courts have recognized that "'fee awards in class actions average around one-third of the recovery'" regardless of "'whether the percentage method or the lodestar method is used.'"[68] When applying the percentage of the fund method, California courts routinely grant fee awards of 33.33% and higher.[69] Further, courts have recognized that "[f]ee award percentages generally are higher in cases where the common fund is below $10 million."[70]

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[66] *Williams*, *supra*, 129 F.3d at 1027; *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.").

[67] *Staton v. Boeing Co.* (9th Cir. 2003) 327 F.3d 938, 967 (quoting *Boeing v. Van Gemert*); *Williams*, *supra*, 129 F.3d at 1027 (finding district court abused its discretion by awarding class counsel's fees based on percentage of claims made rather than the total common fund); *see also*, *Stern v. Gambello* (9th Cir. 2012) 480 Fed. App'x 867, 870 (finding district court correctly considered the requested fees against the potential recovery, not the claims actually made).

[68] *Amaro v. Anaheim Arena Mgmt., LLC* (2021) 69 Cal.App.5th 521, 545, quoting *Chavez v. Netflix, Inc.* (2008) 162 Cal.App.4th 43, 66, n. 11; *see*, *e.g.*, *Cicero v. DirecTV, Inc.* (C.D. Cal. July 27, 2010), No. EDCV 07-1182, 2010 U.S. Dist. LEXIS 86920, at *17-18 ("a review of California [wage and hour] cases in other districts reveals that courts usually award attorneys' fees in the 30-40% range in wage and hour class actions that result in recovery of a common fund under $10 million.").

[69] *See e.g.*, *Laffitte*, *supra*, 1 Cal.5th at 506 (affirming that trial court did not abuse its discretion in awarding 33.33% fees based on the percentage of the fund method); *Roos v. Honeywell International, Inc*. (2015) 241 Cal.App.4th 1472, 1477, 1487-88 (affirming 37.5% fee award in $8,150,000 class settlement), *overruled on other grounds* by *Hernandez v. Restoration Hardware, Inc.* (2018) 4 Cal. 5th 260, 269; *Borelli v. Black Diamond Aggregates, Inc.* (E.D. Cal. June 8, 2022), No. 2:14-cv-02093-KJM-KJN, 2022 U.S. Dist. LEXIS 103734, at *26-27 (granting 33% fee request, citing string of cases that did the same); *Johnson v. United States Bank Nat'l Ass'n* (S.D. Cal. Aug. 20, 2020), No.: 19-CV-286 JLS (LL), 2020 U.S. Dist. LEXIS 151168, at *9 (awarding 33% fee award, finding that the percentage "is in line with other attorneys' fees awards in California and the Ninth Circuit,"), citing *Laffitte*, *supra*, 1 Cal.5th at 506 and other cases; *Aguilar v. Wawona Frozen Foods* (E.D. Cal. May 18, 2017), No. 1:15-cv-00093-DAD-EPG, 2017 U.S. Dist. LEXIS 76751, at *14-15 (approving one-third fee award); *Deaver v. Compass Bank* (N.D. Cal. Dec. 11, 2015) No. 13-cv-00222-JSC, 2015 U.S. Dist. LEXIS 166484, at *31-40 (approving one-third fee award); *Barbosa v. Cargill Meat Solutions Corp.* (E.D. Cal. July 2, 2013) 297 F.R.D. 431, 450 (approving a one-third fee award, citing cases with similar awards); *Burden v. Selectquote Ins. Servs.* (N.D. Cal. Aug. 1, 2013), No. C 10-5966 LB, 2013 U.S. Dist. LEXIS 109110, at *13 (granting one-third fee award); *Vasquez v. Coast Valley Roofing, Inc.* (E.D. Cal. 2010) 266 F.R.D. 482, 491-92 (granting 33.33% fee award, citing cases with similar awards).

[70] *Alvarez v. Farmers Ins. Exch.* (N.D. Cal. Jan. 17, 2017), No. 3:14-cv-00574-WHO, 2017 U.S. Dist. LEXIS 119128, at *9; *see also*, *e.g.*, *Hawkins v. Kroger Co.* (S.D. Cal. Feb. 4, 2022), No.: 15cv2320 JM (AHG), 2022 U.S. Dist. LEXIS 20956, at *29; *Moreno v. Capital Bldg. Maint. &*

(Cont'd)

Plaintiff has created a fixed $450,000 common fund from which reasonable attorneys' fees can be recovered.[71] The settlement creates a common fund that will substantially benefit the Settlement Class Members. Each Settlement Class Member will receive an ascertainable settlement payment. Thus, the common fund doctrine enables the Court to determine a reasonable fee with "some exactitude."[72]

Accordingly, Class Counsel's fee request of one-third of the total amount that Defendant must pay to fund the settlement value is fair and reasonable and is within the range of awards in California. It is also reasonable given the results obtained by Class Counsel.

2. The circumstances of this case support the requested fee award.

Given the results achieved under the circumstances of this litigation, a fee award of one-third of the common fund is reasonable. Quoting *Sumitomo Copper Litigation*, California courts have explained:

> 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. [73]

In that vein, this Court should consider the contingency nature of this case, the uncertainty of the outcome, the quality of the counsel, and the preclusion from other employment.[74]

a) The contingent nature of this case.

Class Counsel provided experienced, competent representation and obtained a substantial settlement for the Settlement Class Members while prosecuting the case on a contingency basis. As the California Supreme Court has explained:

> A contingent fee must be higher than a fee for the same legal services paid as they are performed. The contingent fee compensates the lawyer not only

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Cleaning Servs. (N.D. Cal. Sept. 10, 2021), No. 19-cv-07087-DMR, 2021 U.S. Dist. LEXIS 172633, at *12; *Cicero*, *supra*, 2010 U.S. Dist. LEXIS 86920, at *18 (same).

[71] Ex. 1 at §§ I.V, III.M, III.M.4.a; *see* Phoenix Decl. at ¶ 13; Grover Decl. at ¶ 33.

[72] *Paul, Johnson, Alston & Hunt v. Graulty* (9th Cir. 1989) 886 F.2d 268, 271.

[73] *Barbosa*, *supra*, 297 F.R.D. at 450, quoting *Sumitomo Copper Litig.*, *supra*, 74 F.Supp.2d at 396; *see also*, *e.g.*, *Vasquez*, *supra*, 266 F.R.D. at 492, quoting same.

[74] *See* Grover Decl. at ¶¶ 2-4, 9-19, 31-40, 50-69.

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> for the legal services he renders but for the loan of those services. The implicit interest rate on such a loan is higher because the risk of default (the loss of the case, which cancels the debt of the client to the lawyer) is much higher than that of conventional loans. A lawyer who both bears the risk of not being paid and provides legal services is not receiving the fair market value of his work if he is paid only for the second of these functions. If he is paid no more, competent counsel will be reluctant to accept fee award cases.[75]

From the outset of the case to the present, prosecution of this action has involved substantial financial risk for Class Counsel. Class Counsel undertook this matter on a purely contingent basis, with no assurance of recovery. In addition to their time, Class Counsel placed at risk their own resources to prosecute this action with no guarantee of success. The risks of this case 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.[76]

Further, even if Plaintiff successfully certified the class over Defendant's opposition, there still was no guarantee of success at trial or in any subsequent appeals.[77] Despite such challenges, Class Counsel were able to persuade Defendant to settle.

b) <u>The experience, reputation, and ability of counsel, and the skill they displayed in litigation.</u>

Class Counsel has substantial experience in complex class action litigation, including employee class actions involving employers' classification and pay, meal and rest break, wage statement and expense reimbursement practices.[78] Class Counsel was able to negotiate such a good settlement relatively early in the proceedings.[79] Because of their experience and skill, Class Counsel were able to persuade Defendant that settlement was a better option than the costs and risks of continued and prolonged litigation and obtained a settlement providing excellent result for the Settlement Class Members.

c) <u>The results achieved.</u>

The results of the settlement support Class Counsel's request for attorneys' fees. Class

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[75] *Ketchum v. Moses* (2001) 24 Cal.4th 1122, 1132-1133 (internal citation, quotations omitted).
[76] Grover Decl. at ¶¶ 31, 36-39 *see also*, ¶¶ 63-64.
[77] *See id.*
[78] Grover Decl. at ¶¶ 2-4, 55-57
[79] Grover Decl. at ¶¶ 9-12.

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Counsel achieved an exceptional result in this case, under all the circumstances. The parties reached a non-collusive, arm's-length settlement, with the assistance of a respected mediator, after informal discovery and contested litigation.[80]

Settlement Class Members' support for the results achieved by Class Counsel is demonstrated by the fact that only one of the 352 potential Settlement Class Members requested exclusion from the settlement, and no Settlement Class Members objected to the settlement; a 99.7% rate of acceptance.[81] Class Counsel's prosecution of this action resulted in tangible benefits for the Settlement Class Members.[82]

The settlement is a good compromise for the damages of absent Settlement Class Members. The Amended Stipulation provides that, to resolve the claims covered by the settlement, Defendant will pay a total settlement amount of $450,000.[83] Based on an estimated Net Settlement Amount ("NSA") of $245,422.36 and the fact that there was only one opt-out, the average settlement payment will be approximately $699.21.[84] Exact settlement payments will be calculated based on the final Net Settlement Amount and each Settlement Class Member's Payment Ratio, which is the person's share calculated by dividing his or her total number of Qualified Work Days by the total number of Qualified Work Days for the entire Settlement Class.[85]

d) <u>Preclusion of other employment.</u>

As California law recognizes, Class Counsel's commitment to this litigation should not be assessed in a vacuum. A relevant factor in determining attorneys' fees is whether the litigation required Class Counsel to forgo other employment.[86] Additional work was available that Class Counsel had to forego to devote the time necessary to pursue this litigation.[87]

B. <u>A cross-check using the lodestar method supports Class Counsel's fee request.</u>

The California Supreme Court has held that conducting a lodestar cross-check to confirm

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[80] Grover Decl. at ¶¶ 10-14; Ex. 1 at § II.B.

[81] Phoenix Decl. at ¶¶ 5-10; Grover Decl. at ¶¶ 26-29

[82] Grover Decl. at ¶¶ 31-40; *see* Phoenix Decl. at ¶¶ 13-15.

[83] Ex. 1 at §§ I.V, III.M; *see* Phoenix Decl. at ¶ 13.

[84] Grover Decl. at ¶ 30; Phoenix Decl. at ¶ 14; *see* Ex. 1 at § III.M.2.a, *see also*, §§ I.S, I.W, I.QQ.

[85] *See* Ex. 1 at § III.M.2.a; *see also*, §§ I.I, I.S, I.EE, I.KK, I.QQ, I.RR, I.SS; Grover Decl. at ¶ 34.

[86] *See Serrano III*, *supra*, 20 Cal.3d at 49.

[87] Grover Decl. at ¶¶ 68-69.

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the reasonableness of a percentage fee award is not required and is at the trial court's discretion.[88] If this Court opts to conduct a lodestar cross-check, that methodology also supports Class Counsel's fee request.

The lodestar method involves calculating a base fee amount from a compilation of time reasonably spent on the case and the reasonable hourly compensation of the attorney.[89] The base amount is then adjusted by use of a multiplier in light of various factors.[90] According to the treatise Newberg on Class Actions, "'courts typically approve percentage awards based on lodestar cross-checks of 1.9 to 5.1 or even higher.'"[91] "[A] court is not required to reduce a percentage recovery just because it is substantially higher than the lodestar."[92]

In *Laffitte*, the California Supreme Court "emphasize[d]" that, when used as a cross check,

> the lodestar calculation … does not override the trial court's primary determination of the fee as a percentage of the common fund and thus does not impose an absolute maximum or minimum on the potential fee award.[93]

Class Counsel's hourly rates are summarized in the Grover Declaration in support of this

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[88] *Laffitte*, *supra*, 1 Cal.5th at 506.

[89] *Id.* at 489.

[90] *Serrano III*, *supra,* 20 Cal. 3d at 48; *Consumer Privacy Cases*, *supra*, 175 Cal.App.4th at 556 (noting some factors may include the quality of the representation, the novelty and complexity of the issues, the results obtained, and the contingent risk presented); *Chavez v. Netflix, Inc.* (2008) 162 Cal.App.4th 43, 61-67 (considering quality of representation, success achieved and rate of acceptance of the settlement benefits as factors supporting a multiplier).

[91] *Aguilar*, *supra*, 2017 U.S. Dist. LEXIS 76751, at *14-15, quoting 4 Newberg On Class Actions § 14.7. *See also*, *e.g.*, *Chavez*, *supra*, 162 Cal.App.4th at 66, citing *Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th at 255 (noting that multipliers can range from 2 to 4 or even higher); *Vizcaino v. Microsoft Corp.* (9th Cir. 2002) 290 F.3d 1043, 1051-52 and n.6 (affirming fee award with lodestar crosscheck multiplier of 3.65, noting survey of class settlements with multipliers ranging up to 19.6); *Steiner v. Am. Broad. Co.* (9th Cir. 2007) 248 F. App'x 780, 783 (affirming percentage fee award with lodestar crosscheck multiplier of 6.85, finding that it "falls well within the range of multipliers that courts have allowed[,]" citing *Vizcaino, supra*, 290 F.3d at 1051-52); *Buccellato v. AT&T Operations, Inc.* (N.D. Cal. June 30, 2011), No. C10-00463-LHK, 2011 U.S. Dist. LEXIS 85699, at *4 (approving fee award applying multiplier 4.3, citing string of cases applying multipliers ranging from 4.4 to 9.3); *Beckman v. KeyBank, N.A.* (S.D.N.Y. 2013) 293 F.R.D. 467, 482 (approving fee award with 6.3 multiplier, citing cases with multipliers from 4.3 to 8.3).

[92] *Amaro*, *supra*, 69 Cal.App.5th 521, 545, citing *Laffitte*, *supra*, 1 Cal.5th at 505.

[93] *Laffitte*, *supra*, 1 Cal.5th at 505.

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motion.[94] Class Counsel's hourly rates are well within the range of those found permissible for attorneys practicing class action litigation in California.[95]

Class Counsel has spent more than 227 hours litigating this case through January 20, 2026.[96] Class Counsel expects to spend at least 15 additional hours completing the work on this motion and the final approval motion, preparing for and attending the Final Approval Hearing, and dealing with claims administration issues.[97] The fee award should also include fees incurred to establish the attorneys' fee claim.[98]

The lodestar for Class Counsel is $180,540.[99] Class Counsel expects to incur future lodestar of approximately $11,250 for a final lodestar of $191,790 which represents a negative 0.78 multiplier.[100]

Class Counsel undertook the risk of litigating this case on a contingency basis. If this case had proceeded toward trial, it would have required additional class discovery regarding Defendant's pay, meal and rest break, wage statement and expense reimbursement practices and what promised to be a strongly opposed class certification motion, which would be followed by trial and any subsequent appeals. Class Counsel was prepared to finance the litigation through all of that, which

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[94] Grover Decl. at ¶¶ 53-57.

[95] *See*, *e.g.*, *Gonzalez v. S. Wine & Spirits of Am., Inc.* (9th Cir. 2014) 555 F. App'x 704, 704-05 (reversing district court's order reducing attorneys' hourly rates without considering evidence of "prevailing hourly rates for comparable legal services in the community"); *Acosta v. Frito-Lay, Inc.* (N.D. Cal. May 14, 2018) No. 15-cv-02128-JSC, 2018 U.S. Dist. LEXIS 75988, at *37-39 (similar range of rates for Bay Area counsel experienced in complex class actions were reasonable); *Nitsch v. DreamWorks Animation SKG Inc.* (N.D. Cal. June 5, 2017), No. 14-CV-04062-LHK, 2017 U.S. Dist. LEXIS 86124, at *32-33; *O'Bannon v. NCAA* (N.D. Cal. July 13, 2015), No. 09-cv-03329-CW (NC), 2015 U.S. Dist. LEXIS 91514, at *14; *Williams v. SuperShuttle Int'l, Inc.* (N.D. Cal. Feb. 12, 2015), No. 12-cv-06493-WHO, 2015 U.S. Dist. LEXIS 19341, at *5; *Steinfeld v. Discover Fin. Servs.* (N.D. Cal. Mar. 31, 2014), No. C 12-01118 JSW, 2014 U.S. Dist. LEXIS 48540, at *4-5; *Vedachalam v. Tata Consultancy Servs., Ltd.* (N.D. Cal. July 18, 2013), Case No. C 06-0963 CW, 2013 U.S. Dist. LEXIS 100796, at *8; *Bolton v. United States Nursing Corp.* (N.D. Cal. Oct. 18, 2013), No. C 12-4466 LB, 2013 U.S. Dist. LEXIS 150299, at *14-15; *see also*, Grover Decl. at ¶¶ 59-60 (noting range of hourly rates approved in recent California fee orders).

[96] Grover Decl. at ¶¶ 52-53, Exs. 5, 6, 7.

[97] Grover Decl. at ¶¶ 52-53.

[98] *Serrano v. Unruh* (1982) 32 Cal.3d 621, 639 (*Serrano IV*).

[99] Grover Decl. at ¶¶ 53, 61-62.

[100] Grover Decl. at ¶ 62.

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likely would have taken years.[101]

As discussed above, Class Counsel obtained an excellent result for the Settlement Class Members. Also, because of the resources this action would require, Class Counsel was precluded from taking other cases to represent the Settlement Class Members here.[102]

C. No Settlement Class Member objected to the attorney fee award.

Class Counsel's intention to request payment of attorneys' fees and out-of-pocket costs was clearly disclosed to each Settlement Class Member in the Court-approved Class Notice.[103] The deadline to object passed on December 12, 2025.[104] Not a single objection was filed to any part of the settlement, signaling the Settlement Class Members' approval of the attorneys' fees award.[105]

D. Class Counsel's request for costs also is reasonable.

As detailed in the Grover Declaration, in the course of this litigation, Class Counsel has incurred actual out-of-pocket costs in the amount of $12,277.64 to date and expects to incur another $300 in costs, for total costs of $12,577.64.[106] In connection with a settlement, "[a]ttorneys may recover their reasonable expenses that would typically be billed to paying clients in non-contingency matters."[107]

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[101] *See* Grover Decl. at ¶¶ 63-64.

[102] Grover Decl. at ¶¶ 68-69.

[103] Phoenix Decl. at ¶ 5, Ex. A.

[104] Phoenix Decl. at ¶ 9; Grover Decl. at ¶ 28.

[105] Phoenix Decl. at ¶ 9; Grover Decl. at ¶¶ 28, 40.

[106] Grover Decl. at ¶¶ 70-72, Ex. 8.

[107] *See e.g.*, *In re Omnivision Techs.* (N.D. Cal. 2007) 559 F. Supp. 2d 1036, 1048 (approving reimbursement of "photocopying, printing, postage and messenger services, court costs, legal research on Lexis and Westlaw, experts and consultants, and the costs of travel for various attorneys and their staff."); *Morrison v. Am. Nat'l Red Cross* (N.D. Cal. Jan. 8, 2021), No. 19-cv-02855-HSG, 2021 U.S. Dist. LEXIS 4043, at *22 (approving reimbursement of mediation costs, travel related fees, filing and service of process fees); *Larsen v. Trader Joe's Co.* (N.D. Cal. July 11, 2014), No. 11-cv-05188-WHO, 2014 U.S. Dist. LEXIS 95538, at *32 (approving reimbursement of "the type of expenses routinely charged to hourly clients"); *In re United Energy Corp. Sec. Litig.* (C.D. Cal. Mar. 9, 1989) MDL No. 726, 1989 WL 73211, at *6 (approving reimbursement of filing fees, postage, telephone bills, photocopying, legal research assistance, deposition costs, and witness fees, citing Newberg, Attorney Fee Awards, § 2.19 (1987)). *See also, Greko v. Diesel U.S.A., Inc.* (N.D. Cal. Apr. 26, 2013) No. 10-cv-02576 NC, 2013 U.S. Dist. LEXIS 60114, at *35 (approving reasonable costs in class settlement); *Van Vranken, supra*, 901 F. Supp. at 299 (same).

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As demonstrated in the Grover Declaration, the incurred costs include filing, mediation fees, expert consultant fees, filing fees, photocopies, legal research fees, vendor charges, and mailing charges.[108] The additional costs expected to be incurred through the rest of the case include filing fees and service costs.[109] The costs that Class Counsel incurred in this litigation benefitted the Settlement Class and are the type of costs that would be billed to a non-contingency client and, therefore, are appropriate for reimbursement. Plaintiff's cost request is reasonable and should be granted.

E. The requested Class Representative Incentive Award/General Release Payment also is reasonable.

Plaintiff seeks an incentive award to recognize the time and effort that Class Representative Diaz spent on behalf of the Settlement Class.[110]

When determining whether incentive awards are appropriate, courts consider a variety of non-exclusive factors such as:

> the actions the plaintiff has taken to protect the interests of the class, the degree to which the class has benefitted from those actions, and the amount of time and effort the plaintiff expended in pursuing the litigation . . . the risk to the class representative in commencing suit, both financial and otherwise, the notoriety and personal difficulties encountered by the class representative, the duration of the litigation, and the personal benefit (or lack thereof) enjoyed by the class representative as a result of the litigation.[111]

In this case, the Class Representative performed the following tasks, among others: (1) assisted Class Counsel in investigating and substantiating the claims alleged in this Action; (2) assisted in the preparation of the complaint and first amended complaint in this action; (3) assisted in the preparation of the PAGA letter in this action, (4) produced evidentiary documents to Class Counsel; and (5) reviewed and approved the settlement and amended settlement.[112]

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108 *See* Grover Decl. at ¶ 70, Ex. 8.

109 Grover Decl. at ¶ 70.

110 Grover Decl. at ¶¶ 48-49, *see also*, *generally*, Diaz Declaration.

111 *Clark*, *supra*, 175 Cal.App.4th at 804 (internal quotations omitted), citing *Cook*, *supra*, 142 F.3d at 1016 and *Van Vranken*, *supra*, 901 F. Supp. at 299.

112 *See generally*, Diaz Declaration; Grover Decl. at ¶¶ 48.

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Moreover, as with any plaintiff who files a civil action, the Settlement Class Representative undertook the financial risk that, in the event of a judgment in favor of Defendant in this action, she could have been personally responsible for the costs awarded in favor of the Defendant. Plaintiff Diaz also will provide a general release of her claims against Defendant that is much broader than the release that will apply to the Settlement Class Members.[113]

Not a single Settlement Class Member has objected to the service award requested on behalf of the Class Representative and named Plaintiff who brought this litigation on their behalf and who secured a significant monetary benefit for them.[114] Considering the work that the Class Representative performed on behalf of the Settlement Class and the Class Members' positive response to the settlement, the requested service award is reasonable and appropriate.

F. Plaintiff seeks approval of the Settlement Administrator's fees incurred.

As part of the preliminary approval process, the Court approved the hiring of Phoenix as the Settlement Administrator.[115] In preliminarily approving the settlement, the Court also tentatively approved the payment to Phoenix of up to $7,000 from the MSA to perform all of the duties required to administer the settlement.[116] Phoenix has performed all of its required duties to date and is committed to completing the settlement administration process.[117] Phoenix has calculated that its final actual costs of administering the settlement will total $7,000.[118]

IV. CONCLUSION

For all of the foregoing reasons, Plaintiff requests that the Court (1) approve Class Counsel's request for an award of attorneys' fees in the amount of $150,000, (2) approve Class Counsel's request for reimbursement of out-of-pocket costs in the amount of $12,577.64, (3) approve the Class Representative's incentive award/general release payment in the total amount of $10,000 to Plaintiff Diaz, and (4) approve payment of settlement administration costs from the

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[113] *Compare* Ex. 1 at § III.C with § III.B; Grover Decl. at ¶ 49.
[114] *See* Phoenix Decl. at ¶ 9; Grover Decl. at ¶ 28.
[115] Ex. 3 at ¶ 8.
[116] *See* Ex. 1 at § III.M.6; *see* Ex. 3 at ¶ 4.
[117] *See generally*, Phoenix Declaration.
[118] Phoenix Decl. at ¶ 17, Ex. B.

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Maximum Settlement Amount to Phoenix Settlement Administrators in the amount of $7,000. A [Proposed] Order Granting Motions for Final Approval and Award of Reasonable Attorneys' Fees and Costs, Class Representative Incentive Award/General Release Payment, and Settlement Administration Fees and Judgment is submitted herewith.

Respectfully submitted,

Dated: January 30, 2026

KELLER GROVER LLP

By: ______________________
ERIC A. GROVER
ROBERT W. SPENCER
Counsel for Plaintiff and Class Counsel

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PROOF OF SERVICE

I, JOEY GONZALEZ, am employed in the County of San Francisco, State of California. I am over the age of eighteen and not a party to the within action. My business address is 1965 Market Street, San Francisco, California 94103. On **January 30, 2026,** in the case of *Diaz v. SOS International LLC,* Alameda County Superior Court Case Number 24CV069862, I served the foregoing document(s):

NOTICE OF MOTION AND PLAINTIFF'S MOTION FOR AWARD OF REASONABLE ATTORNEYS' FEES AND COSTS, CLASS REPRESENTATIVE INCENTIVE AWARD/GENERAL RELEASE PAYMENT, AND SETTLEMENT ADMINISTRATION COSTS; MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT THEREOF

on the interested party(ies) below, using the following means:

Ken Sulzer, Esq. Regina Musolino, Esq. Constagny, Brooks, Smith & Prophete, LLP 2029 Century Park East, Suite 1100 Los Angeles, California 90067 ksulzer@constangy.com rmusolino@constangy.com	*Attorneys for Defendant* **SOS INTERNATIONAL LLC**

☒	(BY ELECTRONIC SERVICE) by electronically mailing a true and correct copy in PDF format through our electronic mail system to the email address(es) set forth above, or as stated on the attached service list per agreement between the parties.
☒	(STATE) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

JOEY GONZALEZ

Court Reservation Receipt

Reservation

Reservation ID: 938887012557	Status: RESERVED
Reservation Type: (Civil) Motion for Attorney Fees	Number of Motions: 1
Case Number: 24CV069862	Case Title: DIAZ vs SOS INTERNATIONAL LLC
Filing Party: Yesenia Diaz (Plaintiff)	Location: Rene C. Davidson Courthouse - Department 21
Date/Time: February 24th 2026, 2:30PM	Confirmation Code: CR-WNJATIHQ67OVJMUBZ

Fees

Description	Fee	Qty	Amount
(Civil) Motion for Attorney Fees	.00	1	.00
Court Technology Fee	1.00	1	1.00
TOTAL			**$1.00**

Payment

Amount: $1.00	Type: Visa
Account Number: XXXX1151	Authorization: 08922G
Payment Date: 2025-09-22	

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