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11
12 **IN THE UNITED STATES DISTRICT COURT**
13 **FOR THE CENTRAL DISTRICT OF CALIFORNIA**

14 EDMOND CARMONA, ABRAHAM
15 MENDOZA, ROGER NOGUEIRA,
16 THOMAS ARRIOLA, BURNETT
17 BRULEE, GYORGY DIAZ, DANIEL
18 ETCHEPARE, RAUL QUIROZ,
19 SANTOS FONSECA-ROMERO, MARC
20 MORAN on behalf of themselves and all
21 others similarly situated, and all other
22 aggrieved employees,

23 Plaintiffs,

24 v.

25 DOMINO'S PIZZA, LLC, a Michigan
26 Corporation, and DOES 1-10, inclusive,

27 Defendants.

CASE NO. 8:20-cv-01905-JVS-(JDEx)

Hon. James V. Selna

**PLAINTIFFS' NOTICE AND
MOTION FOR ATTORNEY'S
FEES & COSTS, SERVICE
AWARDS; AND APPROVAL OF
SETTLEMENT ADMINISTRATOR
AND DISTRIBUTION PLAN**

HEARING SCHEDULE

Date: December 22, 2025
Time: 1:30 p.m.
Dept.: 10C

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TO ALL PARTIES AND THEIR COUNSEL OF RECORD:

PLEASE TAKE NOTICE THAT on December 22, 2025, 1:30 p.m., or as soon thereafter as this matter may be heard, before the Honorable James V. Selna, United States District Court for the Central District of California, located in Courtroom 10C, 411 West 4th Street, Santa Ana, California, Plaintiffs will, and hereby do, move the Court pursuant to Federal Rule of Civil Procedure 23(h)(1) and 54(d)(2) for an order preliminarily awarding:

- 1) Attorneys’ fees to Class Counsel in the amount of \$766,666 which is thirty-three percent of the Settlement Funds totaling \$2,300,000;
- 2) \$23,192 in expenses Class Counsel necessarily incurred in connection with the prosecution of this action;
- 3) Claims Administration Costs in the amount of \$11,000; and
- 4) Service awards amounting to a total of \$150,000 (\$15,000 each for Plaintiffs Edmond Carmona, Abraham Mendoza, Roger Nogueira, Thomas Arriola, Burnett Brulee, Gyorgy Diaz, Daniel Etchpare, Raul Quiroz, Santos Fonseca-Romero, and Marc Moran) to be paid pursuant to the Settlement Agreement with Defendant.
- 5) Approve ILYM as the Claims Administrator; and
- 6) Approve the Proposed Notices and Administration Plan.

This Motion, made after the required conference under Local Rule 7-3, is based on this Notice of Motion and the accompanying Memorandum of Points and Authorities; the Declaration of Aashish Y. Desai, (“Desai Decl.”); the Declaration of the Named Plaintiffs; argument by counsel at the hearing before this Court; any papers filed in reply; and all papers and records in this matter.

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Respectfully submitted,

Dated: November 24, 2025

DESAI LAW FIRM, P.C.

By: /s/ Aashish Y. Desai
Aashish Y. Desai
Adrienne De Castro
Attorneys for Plaintiffs

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1 **I. INTRODUCTION**

2 The Class Action Settlement Agreement (“Settlement”) reached in this case
3 represents an excellent result for the Classes. This Settlement is the product of a
4 sophisticated, time-intensive negotiation, spearheaded by experienced Class
5 Counsel, with indispensable support from the Class Representatives.
6

7 Accordingly, Plaintiffs respectfully move this Court for an order preliminarily
8 granting: (1) attorneys’ fees in the amount of \$766,666, representing thirty-three
9 percent (33%) of the overall \$2.3 million amount that Defendant Domino’s Pizza,
10 LLC (“Domino’s”) has agreed to pay to resolve the claims against them (hereinafter
11 “Total Settlement Amount”); (2) reimbursement of \$23,192 in out-of-pocket
12 expenses that Class Counsel incurred in successfully prosecuting the claims in this
13 action; and (3) service awards in the total amount of \$15,000 each to Class
14 Representatives Edmond Carmona, Abraham Mendoza, Roger Nogueira, Thomas
15 Arriola, Burnett Brulee, Gyorgy Diaz, Daniel Etchepare, Raul Quiroz, Santos
16 Fonseca Romero, and Marc Moran.

17 Class Counsel has invested over \$1,121,883 in lodestar, based upon nearly
18 1,058 hours of work to date. They will invest still additional hours in seeing this case
19 through final approval and responding to class member inquiries. The Class
20 Representatives have also invested significant time and effort in assisting Class
21 Counsel and have vigorously pursued the Class’s interests throughout this case. The
22 result is a Settlement that ensures that Class Members and PAGA Members will
23 receive meaningful relief to address their allegations of wage and hour violations by
24 creating a non-reversionary, all-cash fund of \$2,300,000 for the benefit of the Class.

25 This complex action entailed significant risks for Class Counsel and created
26 high demands on their time and resources. Throughout the litigation, Defendant
27 contested both liability and the propriety of class or representative treatment. As a
28 result, Class Counsel (to the exclusion of other legal matters) poured significant time

1 and resources into investigating this claim including analyzing and reviewing
2 voluminous data related to the potential exposure in this case. Declaration of Aashish
3 Desai in Support of Plaintiffs’ Motion for Attorney’s Fees, Costs and Service Awards
4 [“Desai Decl.”], ¶¶ 12-13, 37, 58. Class Counsel’s request for reimbursement of
5 \$23,192 for expenses is fully supported by applicable law. The total \$150,000 service
6 awards requested for the Class Representatives are reasonable considering the benefit
7 afforded to the Classes, the time and effort the Class Representatives expended in
8 furtherance of the litigation, and the risks they endured to vindicate not only their
9 rights, but the rights of all absent class members. And, finally, Plaintiffs ask the Court
10 to approve ILYM as the Claims Administrator; and approve the Proposed Notices
11 and Administration Plan.

12 For the reasons set forth below, Plaintiffs respectfully submit that the
13 attorneys’ fees, expense reimbursements, service awards to the Class
14 Representatives, selection of a claims administrator, and proposed notice and
15 administration plan are fair and reasonable under the applicable legal standards and
16 should be preliminarily granted by this Court.

17 **II. CLASS COUNSEL ARE ENTITLED TO REASONABLE FEE OF THIRTY-THREE**
18 **PERCENT OF THE SETTLEMENT FUNDS**

19 Desai Law Firm. P.C. is entitled to reasonable attorneys’ fees to compensate
20 them for their work on behalf of the Class. Class Members will be notified of Class
21 Counsel’s intent to seek attorneys’ fees. *See Class Notice*, pg 6 (detailing fee request,
22 Desai Decl., **Exh. C**). Class Counsel is seeking \$766,666 in fees and \$23,192 for
23 costs and expenses.

24 It is well settled that “a lawyer who recovers a common fund for the benefit of
25 persons other than himself or his client is entitled to a reasonable attorney’s fee from
26 the fund as a whole.” *Boeing Co. v. Van Gemert*, 444 U.S. 472, 478 (1980); *see also*
27 *Mills v. Elec. Auto-Lite Co.*, 396 U.S. 375, 393 (1970). The purpose of this doctrine
28

1 is that “those who benefit from the creation of the fund should share the wealth with
2 the lawyers whose skill and effort helped create it.” *In re Washington Pub. Power*
3 *Supply Sys. Sec. Litig.*, 19 F.3d 1291, 1300 (9th Cir. 1994) (“WPPSS”).

4 These principles are particularly important in complex litigation, where private
5 enforcement is a necessary component of legal compliance. *See, e.g., Pillsbury Co.*
6 *v. Conboy*, 459 U.S. 248, 262-63 (1983); *Reiter v. Sonotone Corp.*, 442 U.S. 330,
7 331 (1979); *Hawaii v. Standard Oil Co. of Cal.*, 405 U.S. 251, 266 (1972); *Perma*
8 *Life Mufflers, Inc. v. Int’l Parts Corp.*, 392 U.S. 134, 139 (1968). Fee awards in
9 successful cases, such as this one, encourage meritorious class actions, and thereby
10 promote private enforcement of, and compliance with, employment laws. In the
11 Ninth Circuit, the district court has discretion in a common fund case to choose either
12 the “percentage-of-the-fund” or the “lodestar” method in calculating fees. *Fischel*
13 *v. Equitable Life Assur. Soc’y*, 307 F.3d 997, 1006 (9th Cir. 2002); *Winger v. SI*
14 *Mgmt. L.P.*, 301 F.3d 1115, 1123-24 & n.9 (9th Cir. 2002); *Vizcaino v. Microsoft*
15 *Corp.*, 290 F.3d 1047 (9th Cir. 2002); *WPPSS*, 19 F.3d at 1296.

16 Modern courts exhibit a clear preference for the “percentage-of-the-fund”
17 method, and virtually all the major recent class cases have applied the percentage of
18 the fund approach. As described above, the Ninth Circuit has recognized twenty-five
19 percent as the benchmark percentage for the fee award. *See Paul, Johnson, Alston &*
20 *Hunt v. Grauly*, 886 F.2d 268 at 272 (9th Circ. 1989). In *Vizcaino*, the Ninth Circuit
21 established that a court may adjust a fee award upward or downward from the twenty-
22 five percent benchmark based on the following factors:

- 23 1) the exceptional results for the class;
 - 24 2) the risk for its counsel;
 - 25 3) whether any individual non-monetary benefits were obtained;
 - 26 4) whether the fee is at or below market rates; and
- 27
28

1 5) the burden on class counsel of prosecuting the case, including whether
2 the case was litigated on a contingency basis.

3 290 F.3d at 1048-50 (internal quotations omitted). Each of the *Vizcaino* factors weigh
4 in favor of granting approval of Plaintiffs’ application for a slight upward adjustment
5 of the benchmark fee award and indeed, supports a fee award in excess of that
6 requested here.

7 In California, fee awards for employment settlements that do not result in
8 “mega-funds” generally range between 30-33% of the common fund, with frequent
9 upward departures. *Morris v. Lifescan, Inc.*, 54 Fed. Appx. 663, 664 (9th Cir. 2003)
10 (affirming 33% fee awarded in wage case); *Dawson v. Hitco Carbon Composites,*
11 *Inc.*, No. CV1607337PSGFFMX, 2019 WL 7842550, at *7 (C.D. Cal. Nov. 25, 2019)
12 (approving fees of 35% of common fund in wage and hour case); *Garcia v. Gordon*
13 *Trucking, Inc.*, No. CV 10-0324 AWI (SKO), 2012 WL 5364575 (E.D. Cal. Oct. 31,
14 2012) (approving fees in the amount of 33 percent of the common fund); *Knight v.*
15 *Red Door Salons, Inc.*, No. 08-1520 SC, 2009 WL 248367, at *17 (N.D. Cal. Feb. 2,
16 2009)(“nearly all common fund awards range around 30%”); *Vasquez v. Coast Valley*
17 *Roofing, Inc.*, 266 F.R.D. 482, 491 92 (E.D. Cal. 2010) (same); *Singer v. Becton*
18 *Dickinson Co.*, No. 08-CV-821-IEG (BLM), 2010 WL 2196104 at *8 (S.D. Cal. June
19 1, 2010) (approving fee of 33.33% of a wage and hour settlement and noting that it
20 “fall[s] within the typical range . . . in similar cases,” citing awards between one-third
21 and 50%); *Fernandez v. Victoria Secret Stores, LLC*, No. CV 06-4149 MMM (SH),
22 2008 WL 8150856 (C.D. Cal. July 21, 2008) (awarding 34 percent of the common
23 fund in attorneys’ fees).¹

24 ¹ See also e.g. *Boyd v. Bank of Am. Corp.*, No. SACV 13-0561-DOC (JPRx), 2014
25 WL 6473804, at *9-11 (C.D. Cal. Nov. 18, 2014) (awarding one-third of \$5.8 million
26 settlement in wage and hour case); *Lusby v. Gamestop Inc.*, No. C12-3783 HRL,
27 2015 WL 1501095, at *4-5 (N.D. Cal. Mar. 31, 2015) (awarding one-third of
28 settlement in wage and hour case as, “within the range of awards approved by other
 districts within the Ninth Circuit,” and justified in part because award would result
 in a negative lodestar multiplier).

1 risk of no recovery was acute, particularly for a small firm on contingency. *See In re*
2 *Omnivision Techs., Inc.*, 559 F. Supp. 2d 1036, 1047 (2008). Class Counsel
3 prosecuted this action without any assurance of payment for their services, litigating
4 this case on a wholly contingent basis in the face of significant risk. Class Counsel
5 undertook this case knowing that neither class certification nor a successful outcome
6 on the merits was assured. Domino's has strongly disputed the merits of the claims
7 in light of precedent in *Silva* and disputed the Classes' ability to obtain and maintain
8 certification. The unique challenges that further litigation would have involved
9 factored into the Parties' negotiations. These challenges further highlight the quality
10 of the Settlement in context and weigh in favor of a higher fee award.

11 **3. Awards in Similar Cases Demonstrate That Class Counsel Seek**
12 **a Reasonable Fee Award**

13 Class Counsel's request for thirty-three percent of the Total Settlement
14 Amount is completely in harmony with California state courts, and just above the
15 Ninth Circuit's established benchmark of twenty-five percent. *Paul, Johnson*, 886
16 F.2d at 272. This request is also in line with the percentages awarded plaintiffs'
17 counsel in other major an employment cases.² Furthermore, since establishing the
18 twenty-five percent benchmark in *Paul, Johnson*, 886 F.2d at 268, courts within the
19 Ninth Circuit have awarded fees above this bench mark in various types of complex
20 litigation.³ The awards granted in these complex cases demonstrate that a 33% fee

21
22 ²*See, e.g., Vedachalam v. Tata Consultancy Servs. Ltd.*, No. 06-0963, 2013 U.S. Dist.
23 LEXIS 100796, at *1-2 and 10 (N.D. Cal. July 18, 2013) (awarding 30% of
24 settlement fund in an employment class action); *Meijer v. Abbott Laboratories*, No.
07-05985 (N.D. Cal. Aug. 11, 2011) (33 1/3%).

25 ³*See, e.g., In re Pac. Enters. Sec. Litig.*, 47 F.3d 373, 379 (9th Cir. 1995) (affirming
26 fee award equal to 33% of fund); *Hernandez v. Kovacevich "5" Farms*, No. 04-cv-
27 5515, 2005 U.S. Dist. LEXIS 48605, at *25-31 (E.D. Cal. September 30, 2005)
28 (33.3% of the \$2.52 million settlement in an employment class action); *Linney v.*
Cellular Alaska P'ship, No. 96-3008, 1997 U.S. Dist. LEXIS 24300, *20 (N.D. Cal.
Jul. 18, 1997) (33.3% fee).

1 award is appropriate under these circumstances, particularly given the *Robert Half*
2 decision on Plaintiffs' California state law claims under the PAGA.

3 **4. Other Factors Support Approval of Class Counsels' Fee**
4 **Request**

5 In addition to the *Vizcaino* factors, the Court may consider other factors when
6 making an upward adjustment to the 25% benchmark. These factors include
7 counsel's skill and experience and counsel's lodestar. *See, e.g., In re Heritage Bond*
8 *Litig.*, MDL 02-1475, 2005 U.S. Dist. LEXIS 13555, at *64-74 (C.D. Cal. June 10,
9 2005).

10 **i. Counsel's Skill and Experience**

11 Class Counsel's skill and experience weigh in favor of granting the requested
12 fees. As detailed in the Desai and De Castro Declarations, Class Counsel has
13 extensive experience litigating plaintiff-side employment and consumer matters.
14 Class Counsel brought to this case the skills and experience necessary to successfully
15 litigate and eventually settle an action of this size and complexity. Courts have found
16 that a 33% fee is warranted where, as here, a case demands the skill and experience
17 of a specialist in the field. *See, e.g., Franco*, 2012 WL 5941801, at *46-47 (awarding
18 33% in fees in part because "[t]he case required specialist skills to litigate the legal
19 theories relating to wage and hour law and labor law at issue in the case," and "Class
20 Counsel are experienced class litigators, including in the area of employment class
21 litigation"). Given the complexity and unique legal challenges of litigating wage and
22 hour class actions, particularly involving DOT-regulated (transportation) truck
23 drivers' piece-rate compensation plans *and the appellate work that ensued*, there is
24 no serious question that this case required specialized knowledge that Class Counsel
25 brought here and supports a higher fee. *In re Heritage Bond Litig.*, No. 02-ML-1475
26 DT, 2005 WL 1594403, at *18-20 (C.D. Cal. June 10, 2005) (finding that counsel's
27 significant experience in class actions support a one-third fee award); *Ogbuehi v.*
28 *Comcast of Cal./Colo./Fla./Or., Inc.*, No. 2:13-cv-00672-KJM-KJN, 2015 WL

1 3622999, at *11 (E.D. Cal. June 9, 2015)(“The experience of class counsel also
2 supports a 33.33 percent award.”).

3 **ii. A Partial Lodestar Cross-Check Alone Supports**
4 **the Fee Request**

5 “A lodestar cross-check is not required in this circuit, and in some cases is not
6 a useful reference point.” *Craft v. County of San Bernardino*, 624 F. Supp. 2d 1113,
7 1122 (C.D. Cal. 2008). However, to ensure reasonableness, courts may cross-check
8 the percentage award against the lodestar, calculated by multiplying the number of
9 hours reasonably expended by reasonable hourly rates. *In re Bluetooth Headset*
10 *Prods. Liab. Litig.*, 654 F.3d 935, 941 (9th Circ. 2011). Plaintiffs’ Counsel have
11 maintained contemporaneous, detailed time records, billed in one-tenth of an hour
12 increments. To date, Counsel have expended 1,058 hours on this litigation, resulting
13 in a lodestar of \$1,121,883 (Desai Decl. ¶¶ 3,7). These hours encompass:

- 14 • Pre-filing investigation, including factual research and legal analysis;
- 15 • Drafting and amending complaints;
- 16 • Opposing Domino’s motion to compel arbitration and motion to stay;
- 17 • Litigating appeals at the Ninth Circuit and Supreme Court, including multiple
18 rounds of briefing;
- 19 • Conducting extensive discovery, including reviewing thousands of pages from
20 Domino’s and producing hundreds of pages;
- 21 • Preparing mediation briefs and attending the full-day mediation session;
- 22 • Negotiating the Settlement Agreement and drafting this preliminary approval
23 motion.

24 Class Counsel took steps to ensure efficiency, such as assigning tasks to
25 appropriate staff and avoiding duplicative work (Desai Decl. ¶¶ 4, 12). Additional
26 work is anticipated, including preparing for and attending the final approval hearing,
27 responding to Class Member inquiries, overseeing claims administration, addressing
28 any claim disputes, and handling potential appeals (Desai Decl. ¶5).

1 **III. CLASS COUNSEL ARE ENTITLED TO REIMBURSEMENT OF EXPENSES UNDER**
2 **THE SETTLEMENT AGREEMENT**

3 Class Counsel requests reimbursement of expenses in the amount of \$23,192
4 to be paid from the Total Settlement Amount. Desai Decl., ¶¶ 3-4. It is well-
5 established that Class Counsel in common fund cases are entitled to “reasonable out-
6 of-pocket litigation expenses that would normally be charged to a fee-paying client.”
7 *Trustees of Const. Industry and Laborers Health and Welfare Trust v. Redland Ins.*
8 *Co.*, 460 F.3d 1253, 1257 (9th Cir. 2006) (citations omitted); *see also* 42 U.S.C. §
9 2000e-5(k); Fed. R. Civ. P. 23(h) (“In a certified class action, the court may award
10 reasonable attorney’s fees and nontaxable costs that are authorized by law or by the
11 parties’ agreement.”).

12 Class Counsel has incurred expenses that include fees for filings and service,
13 postage and carrier fees, electronic research, photocopies, and class mediation from
14 a highly respected mediator, Joel Grossman. Desai Decl. at ¶¶ 3, 9, 31, 56. Courts
15 have found such costs reasonable and appropriate for reimbursement. *See Harris v.*
16 *Marhoefer*, 24 F.3d 16, 19 (9th Cir. 1994) (noting an attorney usually may recover
17 “out-of-pocket expenses that ‘would normally be charged to a fee-paying client’” and
18 finding reasonable costs for “service of summons and complaint, service of trial
19 subpoenas, fee for defense expert at deposition, postage, investigator, copying costs,
20 hotel bills, meals, messenger service and employment record reproduction”); *Nunez*
21 *v. BAE Systems San Diego Ship Repair Inc.*, 292 F. Supp. 3d 1018, 1057 (S.D. Cal.
22 2017) (deeming reasonable costs associated with researching and filing the
23 complaint, mediation, and travel to mediation).

24 These costs were reasonable, necessary, and will be disclosed as part of the
25 Class Notice. Accordingly, the Court should preliminarily grant Plaintiffs’ request
26 for reimbursement of these expenses.

27 //

28

1 **IV. THE COURT SHOULD APPROVE THE REQUESTED \$11,000 FOR SETTLEMENT**
2 **ADMINISTRATION COSTS**

3 Class Counsel also requests that the Court award \$11,000 to the Settlement
4 Administrator, ILYM, for its fees and costs in administering the Settlement. The costs
5 of class administration are reasonable expenses that should be reimbursed. *See*
6 *Sandoval v. Tharaldson Employee Mgmt., Inc.*, No. EDCV 08- 482-VAP (OPx),
7 2010 WL 2486346, at *11-12 (C.D. Cal. June 15, 2010) (awarding \$31,493.34 in
8 administration costs in wage and hour case involving 975 potential class members).

9 **V. THE REQUESTED SERVICE AWARDS ARE REASONABLE**

10 The Ninth Circuit has recognized that named plaintiffs are eligible for
11 reasonable service awards. *Staton v. Boeing*, 327 F.3d 938, 977 (9th Cir. 2003);
12 *Rodriguez v. West Pub'g Corp.*, 563 F.3d 948, 958 (9th Cir. 2009) (service awards
13 “are fairly typical in class action cases.”). Service awards are generally provided after
14 a settlement or verdict has been achieved. *Rodriguez*, 563 F.3d at 959. Such awards
15 are intended to compensate class representatives for work done on behalf of the class,
16 to make up for financial or reputational risk undertaken in bringing the action, and to
17 recognize their willingness to act as private attorneys general. *Id.* at 958-959.

18 Service awards “are particularly appropriate in the employment context where
19 the plaintiff is often a former or current employee of the defendant, and thus... for the
20 benefit of the class as a whole, undertaken the risks of adverse actions by the
21 employer or co-workers.” *Flores v. One Hanover, LLC*, No. 13 Civ. 5184(AJP), 2014
22 WL 2567912, at *6 (S.D.N.Y. June 9, 2014) (citations omitted). Ninth Circuit Courts
23 have recognized the importance of service awards, as employee “[p]laintiffs . . . faced
24 potential risks as a result of pursuing this lawsuit against their employer” which “also
25 supports an incentive award.” *Wren v. RGIS Inventory Specialists*, 2011 WL
26 1230826, at *36 (N.D. Cal April 1, 2011); *see also Weeks v. Kellogg Co.*, No. CV
27 09-08102 (MMM)(RZx), 2013 WL 6531177, at *36 (C.D. Cal. Nov. 23, 2013)
28

1 (“When a class representative shoulders some degree of personal risk in joining the
2 litigation, such as workplace retaliation, awarding an incentive is especially
3 important.”) (citation omitted). Courts also note that plaintiffs “are often retaliated
4 against in the industry as a result of their obvious participation in such litigation” and
5 that service awards exist in part to compensate for this. *Craig v. Rite Aid Corp.*, No.
6 4:08-cv-2317, 2013 WL 84928 at *13 (M.D. Pa. 2013) (citing *Shahriar v. Smith &*
7 *Wollensky Rest. Group, Inc.*, 659 F.3d 234, 244 (2d Cir. 2011)).

8 Under *Staton*, such awards should be evaluated using “relevant factors,
9 includ[ing] the actions the plaintiff has taken to protect the interests of the class, the
10 degree to which the class has benefited from those actions, . . . the amount of time
11 and effort the plaintiff expended in pursuing the litigation . . . and reasonabl[e] fear[s
12 of workplace retaliation.” *Staton*, 327 F.3d at 977 (internal quotation marks and
13 citation omitted). District courts are required to scrutinize “all incentive awards to
14 determine whether they destroy the adequacy of the class representatives.” *Radcliffe*
15 *v. Experian Info. Solutions*, 715 F.3d 1157, 1164 (9th Cir. 2013). Here, the Class
16 Representatives satisfy the Ninth Circuit’s requirements for service awards.

17 **A. The Class Representatives Have Taken Significant Steps to**
18 **Advance the Litigation and Have Expended Substantial Time and**
19 **Effort on Behalf of the Class**

20 The Court should grant the requested service awards based on the significant
21 work that the Class Representatives undertook on behalf of the class. Courts
22 recognize the important factual knowledge that plaintiffs bring to employment-
23 related class actions, including information about employer policies and practices.
24 See *Frank v. Eastman Kodak Co.*, 228 F.R.D. 174, 187 (W.D.N.Y. 2005)
25 (recognizing the important role that plaintiffs play as the “primary source of
26 information concerning the claims[.]” including by responding to counsel’s questions
27 and reviewing documents); *Parker v. Jekyll & Hyde Entm’t Holdings, L.L.C.*, No.
28 08-7670, 2010 U.S. Dist. LEXIS 12762, at *4-5 (S.D.N.Y. 2010) (recognizing efforts

1 of plaintiffs including meeting with counsel, reviewing documents, formulating the
2 theory of the case, identifying and locating other class members to expand settlement
3 participants, and attending court proceedings). Courts recognize a class
4 representative’s “willingness to act as a private attorney general” and “reward the
5 public service of contributing to the enforcement of mandatory laws.” *In re Dynamic*
6 *Random Access Memory Antitrust Litigation*, No. C 06-4333 PJH, No. C 06-6436
7 PJH, 2013 WL 12333442, at *98 n.279 (N.D. Cal. January 8, 2013) (citation
8 omitted).

9 The Class Representatives, who have submitted declarations to support the
10 work they have done in this case, have made important contributions to the
11 prosecution and fair resolution of this action on behalf of all Class Members
12 including: participating in pre-suit investigations; providing detailed information to
13 counsel; assisting with drafting complaints; submitting initial disclosures and
14 declarations; searching for and producing documents, such as time records and cell
15 phone bills; reviewing and responding to Domino’s discovery requests; participating
16 in regular Zoom and phone conversations about the case; and traveling to and
17 participating in a full-day mediation session. Plaintiffs have provided estimates about
18 the time they spend working on the case in their accompanying declarations. Without
19 the Named Plaintiffs, this Settlement would not have been possible and there would
20 be likely no recovery for drivers and warehouse workers. There’s no doubt they’ve
21 invested significant time to prosecuting this case.

22 **B. The Class Representatives Have Taken Significant Risks in**
23 **Prosecuting this Case**

24 In assessing the reasonableness of service awards, courts consider the risks that
25 the class representatives assumed in serving the interests of the class. *See Frank*, 228
26 F.R.D. at 187; *Parker*, 2010 U.S. Dist. LEXIS 12762, at *4 (“Enhancement awards
27 for class representatives serve the dual functions of recognizing the risks incurred by
28 named plaintiffs and compensating them for their additional efforts.”). Service

1 awards are particularly appropriate in class actions against employers because “the
2 plaintiff is frequently a present or past employee whose present position or
3 employment credentials or recommendation may be at risk by reason of having
4 prosecuted the suit, who therefore lends his or her name and efforts to the prosecution
5 of litigation at some personal peril.” *Roberts v. Texaco, Inc.*, 979 F. Supp. 185, 201
6 (S.D.N.Y. 1997) (approving individual service awards of \$85,000 and \$50,000 to
7 plaintiffs who had initiated a class action, and \$25,000 to named plaintiffs who joined
8 lawsuit after its commencement). Even when there is not a record of actual
9 retaliation, Class Representatives deserve recognition for assuming the risk of
10 retaliation for the sake of absent class members. *See, e.g., Sewell v. Bovis Lend Lease*
11 *LMB, Inc.*, No. 09-6548, 2012 U.S. Dist. LEXIS 53556, at *41 (S.D.N.Y. April 20,
12 2012) (“Plaintiffs litigating cases in an employment context face the risk of
13 subjecting themselves to adverse actions by their employer.”); *Guippone v. BH S&B*
14 *Holdings, LLC*, No. 09 Civ. 1029, 2011 U.S. Dist. LEXIS 126026, at *20 (S.D.N.Y.
15 Oct. 28, 2011) (“Even where there is not a record of actual retaliation, notoriety, or
16 personal difficulties, class representatives merit recognition for assuming the risk of
17 such for the sake of absent class members.”).

18 Here, bringing this lawsuit was incredibly stressful for the Named Plaintiffs,
19 some of whom were current employees during the litigation and worried daily about
20 potential retaliation or backlash in their workplace. When a class representative is a
21 “present or past employee” of a defendant, the class representative’s “present
22 position or employment credentials or recommendation may be at risk by reason of
23 having prosecuted the suit, who therefore lends his or her name and efforts to the
24 prosecution of litigation at some personal peril.” *Roberts v. Texaco, Inc.*, 979 F. Supp.
25 at 201. The Named Plaintiffs also assumed considerable reputational risks by serving
26 as the public face of adversarial litigation against a major employer. This is
27 particularly significant in the trucking industry, where drivers frequently seek
28

1 employment with other companies, and a simple internet search could reveal their
2 involvement in this lawsuit, potentially affecting future job prospects, business
3 relationships, or other opportunities. *See Walsh v. CorePower Yoga, LLC*, No. 16
4 Civ. 5610, 2017 U.S. Dist. LEXIS 163991, at *40 (N.D. Cal. Oct. 3, 2017)
5 (recognizing unique risks in employment actions); *Singleton v. Domino's Pizza, LLC*,
6 976 F. Supp. 2d 665, 691 (D. Md. 2013) (noting risk of future employers discovering
7 litigation via online searches).

8 In addition to their work as class representatives, and in exchange for their
9 enhancement payments, Plaintiffs are releasing individual claims as well. Thus,
10 further supporting the \$15,000 enhancement payments for each Named Plaintiff.

11 **C. The Class Has Benefited Significantly Due to the Class**
12 **Representatives' Actions**

13 The \$2.3 million Settlement Fund provides a meaningful benefit to the class.
14 This litigation would not have been possible without the Class Representatives'
15 involvement. Courts acknowledge that class representatives play a crucial role in
16 bringing justice to those who would otherwise be hidden from judicial scrutiny.
17 Service awards "provide an incentive to seek enforcement of the law despite these
18 dangers." *Velez v. Majik Cleaning Serv.*, No. 03-8698, 2007 U.S. Dist. LEXIS 46223,
19 at *23 (S.D.N.Y. June 22, 2007) ("[I]n employment litigation, the plaintiff is often a
20 former or current employee of the defendant, and thus, by lending his name to the
21 litigation, he has, for the benefit of the class as a whole, undertaken the risk of adverse
22 actions by the employer or co-workers.") (internal quotation marks and citation
23 omitted).

24 The circumstances in which these Class Representatives advanced this
25 litigation comply with the principles in *Radcliffe v. Experian Information Solutions,*
26 *Inc.*, 715 F.3d 1157, 1165 (9th Cir. 2013). At no time was any Class Representative
27 advised by Class Counsel that their entitlement to a service award was conditioned
28 in any way on that Class Representatives' support for the Settlement Agreement.

1 Class Counsel will inform the Court of any objections to the requested service
2 awards.

3 **D. The Service Awards Are Reasonable in Light of the Settlement**
4 **Value**

5 The requested service awards are also appropriate when compared to the
6 substantial recovery achieved. *See, e.g., Velez v. Novartis Pharms.*, No. 04 Civ.
7 09194 (CM), 2010 U.S. Dist. LEXIS 125945, at *22-23 (affirming \$3.775 million in
8 service award payments in part because it represented only 2.4 percent of the entire
9 monetary award of \$152.5 million). Here, Plaintiffs requested service awards
10 (\$150,000 total) represent only about 6.5% of the Total Settlement Amount. The
11 record amply demonstrates that the \$150,000 total in requested service awards
12 (\$15,000 per Class Representative) is reasonable in light of their vigorous pursuit of
13 the class claims since the inception of this litigation. *See, e.g., Parker*, 2010 U.S.
14 Dist. LEXIS 12762, at *6 (finding that service awards totaling 11 percent of the total
15 recovery are reasonable “given the value of the representatives’ participation and the
16 likelihood that class members who submit claims will still receive significant
17 financial awards”); *Reyes v. Altmarea Group*, No. 10- 6451, 2011 U.S. Dist. LEXIS
18 115984, at *25 (S.D.N.Y. Aug. 16, 2011) (approving awards representing
19 approximately 16.6 percent of the settlement); *Frank*, 228 F.R.D. at 187 (approving
20 award of approximately 8.4 percent of the settlement).

21 The requested service award is also within a reasonable proportion to the
22 average class member’s award of \$2,304 (drivers) and \$1,255 (non-drivers). *See, e.g.,*
23 *In re High-Tech Emp. Antitrust Litig.*, 2015 WL 5158730, at *18 (N.D. Cal. Sept. 2,
24 2015) (finding that awards of \$80,000 and up were acceptable as compared to average
25 class member recovery of approximately \$5,800, resulting in a ratio of 14-21 to 1);
26 *Bolton v. United States Nursing Corp.*, No. C 12-4466 LB, 2013 WL 5700403, at
27 *18-19 (N.D. Cal. Oct. 18, 2013) (approving service award 16.8 times average class
28 member recovery); *Lemus v. H & R Block Enters. LLC*, No. C 09–3179 SI, 2012 WL

1 3638550, at *5–6 (N.D. Cal. Aug. 22, 2012) (approving service awards 12.5 times
2 average class recovery).

3 **E. The Service Awards Sought in This Case Are Modest Compared to**
4 **the Awards Granted in Other Complex Litigation**

5 In major employment litigation, many courts have awarded substantially larger
6 service awards than those sought for Class Representatives in this case. Service
7 awards in an amount much greater than those at issue here are not uncommon. *See,*
8 *e.g., Vedachalam v. Tata Consultancy Servs.*, No. 06-0963, 2013 U.S. Dist. LEXIS
9 100799, at *7 (N.D. Cal. July 18, 2013) (approving service awards of \$25,000 and
10 \$35,000 for class representatives); *Lewis v. Wells Fargo & Co.*, No. 08-2670, Docket
11 No. 315 (N.D. Cal. April 29, 2011) (approving services awards of \$22,000 and
12 \$20,000 for named plaintiffs); *Amochaev v. Citigroup Global Markets, Inc.*, No. 05-
13 1298 PJH (N.D. Cal. Aug. 13, 2008) (awarding individual service awards of \$50,000
14 and \$35,000 to employees suing former employer in light of factors that included
15 fear of workplace retaliation); *In re CV Therapeutics, Inc. Sec. Litig.*, No. 03-3709,
16 2007 U.S. Dist. LEXIS 98244, at *5 (N.D. Cal. April 4, 2007) (approving \$26,000
17 award “for reimbursement of time and expenses” incurred in representing the class).

18 The service awards of \$15,000 each are reasonable and well within the range
19 awarded by courts in this District and beyond.

20 **F. The Court Should Approve the Proposed Settlement Administrator**

21 The parties have selected ILYM as the Settlement Administrator after
22 soliciting bids from three experienced and reputable firms. The Administrator has
23 significant expertise in managing complex class action settlements, including wage-
24 and-hour cases with multiple classes and tax considerations. The estimated
25 administration costs of \$11,000 represent approximately 0.47% of the Total
26 Settlement Amount, which is modest given the scope of work required (e.g.,
27 processing Class List data, disseminating Notices, calculating payments, issuing
28

1 checks, and handling tax reporting). These costs are in line with administration fees
2 in comparable cases and are reasonable.

3 **G. The Court Should Approve the Proposed Notices and**
4 **Administration Plan**

5 The proposed Notices satisfy the requirements of Federal Rule of Civil
6 Procedure 23(c)(2)(B), which mandates the “best notice practicable under the
7 circumstances” in clear, easily understood language. The Notices include: (1) the
8 nature of the action; (2) definitions of the certified classes; (3) the class claims, issues,
9 and defenses; (4) the right of Class Members to appear through an attorney; (5) the
10 right to request exclusion and the procedure for doing so; (6) the time and manner
11 for requesting exclusion; and (7) the binding effect of the Settlement on members
12 who do not opt out. *See* Fed. R. Civ. P. 23(c)(2)(B); Desai Decl., **Ex. C** (Class
13 Notices). The Notices (English and Spanish) also provide information about the
14 Settlement Amount, estimated individual payments, the release of claims, the right
15 to object, and how to access case documents on the docket or a dedicated case
16 website. They include contact information for Class Counsel and the Settlement
17 Administrator, as well as the date of the final approval hearing (subject to change
18 without further notice).

19 The notice plan involves mailing the Notices via first-class U.S. mail to the
20 last-known addresses of Class Members and emailing them to personal email
21 addresses where available. For any returned Notices, the Settlement Administrator
22 will perform skip-tracing twice to obtain updated addresses and re-mail or re-send
23 the Notices by appropriate means. This plan ensures that Class Members receive
24 adequate notice and an opportunity to participate, object, or opt out, complying with
25 Rule 23 and due process requirements. *See Churchill Vill., LLC v. GE*, 361 F.3d 566,
26 575 (9th Cir. 2004) (noting notice is satisfactory if it generally describes the
27 settlement to alert those with adverse viewpoints).

1 **VI. CONCLUSION**

2 For the reasons set forth above, Plaintiffs respectfully request that the Court
3 preliminarily award (1) attorneys’ fees to Class Counsel in the amount of \$766,666
4 (i.e., thirty-three percent of the \$2,300,000 Total Settlement Amount and far below
5 Class Counsel’s lodestar of \$1,121,883); (2) reimbursement of \$23,192 in expenses
6 that Class Counsel necessarily incurred in connection with the prosecution of this
7 action; (3) service awards of \$15,000 each for the ten Class Representatives as the
8 Court-appointed Class Representatives; and approve (4) ILYM Group, Inc. as the
9 Claims Administrator; and (5) the Proposed Notices and Administration Plan.

10
11 Respectfully submitted,

12
13 Dated: November 24, 2025

DESAI LAW FIRM, P.C.

14 By: /s/ Aashish Y. Desai

15 Aashish Y. Desai
16 Adrienne DeCastro
17 Attorneys for Plaintiffs

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20
21 **CERTIFICATION**

22 The undersigned, counsel of record for Plaintiffs, hereby certifies that this brief
23 contains 5,768 words, which complies with the word limit of L.R. 11-6.1.
24

25 /s/ Aashish Y. Desai

26 Aashish Y. Desai
27
28