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SILVIA VALDIVIA DE CABRERA

UNITED STATES DISTRICT COURT

CENTRAL DISTRICT OF CALIFORNIA

SILVIA VALDIVIA DE CABRERA, an individual, on behalf of herself and all others similarly situated,

Plaintiffs,

vs.

SWIFT BEEF COMPANY, a Delaware corporation; JBS USA, LLC, an unknown limited liability company; JBS USA HOLDINGS, INC., an unknown corporation; JBS USA, an unknown entity; JBS USA INC., an unknown corporation; SWIFT & COMPANY INC., an unknown corporation; PILGRIM'S PRIDE CORPORATION, an unknown corporation; JBS USA FOOD COMPANY, an unknown entity; JBS USA FOOD COMPANY HOLDINGS, an unknown entity; and DOES 1 through 100, inclusive

Defendants.

Case No. 5:18-cv-02551-PSG-E

CLASS ACTION

PLAINTIFF'S NOTICE OF MOTION AND UNOPPOSED MOTION FOR ATTORNEYS' FEES AND COSTS AND CLASS REPRESENATIVES' INCENTIVE AWARD; MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT THEREOF

Date: November 16, 2020
Time: 1:30 p.m.
Courtroom: 6A
Judge: Hon. Philip S. Gutierrez

TO THE HONORABLE COURT, ALL PARTIES, AND THEIR COUNSEL OF RECORD:

Please take notice that on November 16, 2020, at 1:30 p.m., or as soon thereafter as counsel may be heard, in the United States First Street Courthouse, 350 W. First Street, Courtroom 6A, Los Angeles, CA 90012, Plaintiff Silvia Valdivia De Cabrera ("Plaintiff")

will and hereby does move the Court to approve Class Counsel's fee and cost petition and approve Class Representatives' service awards.

Class Counsel respectfully request that the Court: (1) grant approval of a fee request of $187,500 (the Ninth Circuit's benchmark – one quarter of the total $750,000 Gross Settlement Amount; (2) approve reimbursement of litigation costs in the amount of $3,652.10; and (3) approve $5,000 each to Plaintiff and Eddie Duron for their services as Class Representatives, all in accordance with the terms of the JOINT STIPULATION OF SETTLEMENT AGREEMENT AND RELEASE (hereinafter "Agreement") reached with Defendants Swift Beef Company and JBS USA Food Company Holdings (hereinafter "Defendants").

This Motion is based on Plaintiff's Unopposed Motion for Attorneys' Fees and Costs and Class Representatives' Incentive Award and the Memorandum of Points and Authorities in Support Thereof, the Declarations of Plaintiff, Andranik Tsarukyan, and Shaun Setareh, all other pleadings and papers on file in this action and the related action entitled *Eddie Duron v. JBS USA Food Company Holdings, et al.*, 5:19- cv-00702 PSG(Ex) (C. D. Cal. 2019), oral argument of counsel, and such additional matters as the Court may consider.

A Proposed Order is submitted herewith.

Respectfully submitted,

Dated: September 24, 2020 **REMEDY LAW GROUP LLP**

By: */s/ Andranik Tsarukyan*
Andranik Tsarukyan
Armen Zenjiryan

Attorneys for Plaintiff
SILVIA VALDIVIA DE CABRERA

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I. INTRODUCTION

On June 25, 2020, the Court granted preliminary approval of the JOINT STIPULATION OF SETTLEMENT AGREEMENT AND RELEASE ("Agreement") and ordered Plaintiff Silvia Valdivia De Cabrera ("Plaintiff") to file a memorandum justifying Class Counsel's award of attorneys' fees and costs and the Class Representatives' service award.[1]

The award of attorneys' fees and costs is justified considering the good result for class members despite the inherent risk of uncertain and complex class-wide litigation. The service award to the Class Representatives is reasonable to compensate them for the time and effort expended on behalf of the class and for assisting Class Counsel's prosecution of this case. As detailed below, a 25% attorneys' fee award along with a service award of $5,000 each to Plaintiff and Eddie Duron is justified and deserves approval.

The requested fee and costs awards find support in a vast body of case law reinforcing the common fund approach and the benchmark fee award. Having received Notice of Class Counsel's requested award for attorneys' fees and costs and Class Representatives' service award, no Class Member objected to or opted out of the settlement as of the date of filing of this Motion.

Accordingly, as stipulated under the Agreement, Class Counsel now moves for an award of $187,500 in attorneys' fees, $3,652.10 for reimbursement of litigations costs, and $5,000 each to Plaintiff and Eddie Duron for their services as Class Representatives. The results in this case justify the requested fee award, for at least the following reasons:

- *First*, those of the 1,283 potential Class Members will receive an average settlement of $413 after all deductions, but before tax withholdings. This represents a good outcome which provides substantial relief. (Declaration of Andranik Tsarukyan ["Tsarukyan Decl."], at ¶ 9.)

[1] In its preliminary approval order, the Court appointed Remedy Law Group LLP and Setareh Law Group as Class Counsel and appointed Plaintiff Silvia Valdivia De Cabrera and Eddie Duron as Class Representatives.

- *Second*, the settlement avoids substantial risk in the litigation where, *inter alia*, victory was uncertain due to the various defenses raised by Defendants Swift Beef Company and JBS USA Food Company Holdings ("Defendants"). (*Id.*)
- *Third*, to date, no Class Member has objected to or opted out of the settlement, demonstrating overwhelming support for the settlement. (*Id.*)
- *Fourth*, the settlement fund is non-reversionary and payment will be sent to all Class Members who have not opted out. (*Id.*)
- *Fifth*, Defendants will pay the employer's share of payroll taxes separately and in addition to the Gross Settlement Amount of $750,000. (*Id.*)

For the reasons above, and as further explained below, the Ninth Circuit's benchmark attorneys' fee award of 25% of the common fund is well-warranted, and the costs and Class Representatives' service award sought are reasonable.[2]

II. SUMMARY OF SETTLEMENT TERMS

Out of the $750,000 Gross Settlement Amount, the Agreement calls for:

- 1,283 potential Class Members to receive an average settlement of $413 after all deductions, but before tax withholdings; (*Id.*)
- $187,500 in attorneys' fees – the Ninth Circuit's 25% benchmark for reasonableness (*see Vizcaino v. Microsoft Corp.*, 290 F.3d 1043, 1047 (9th Cir. 2002);
- reimbursement of attorneys' litigations costs in the amount of $3,652.10 (Tsarukyan Decl., at ¶ 10);
- $5,000 in service awards to each Class Representative – Plaintiff and Eddie Duron (Dkt No. 41-1, at ¶ 6);
- $7,500 for PAGA penalties, of which seventy-five percent, $5,625, will go to the LWDA and twenty-five percent, $1,875, will be distributed to participating PAGA

[2] While the Agreement stipulates Class Counsel may seek attorneys' fees of up to 33.3% of the Gross Settlement Amount, or $249,999.99, Class Counsel only seek the benchmark 25% of the Gross Settlement Amount, or $187,500. Similarly, while the Agreement stipulates Class Representatives may seek up to $7,500 each for their services, Class Representatives only seek $5,000 each.

Employees (Settlement, at ¶ III. 7.f); and

- Reimbursement of Settlement Administrator's costs of $10,000 (Settlement, at ¶ III. 7.d).

III. ATTORNEYS' FEES AT THE NINTH CIRCUIT'S BENCHMARK OF TWENTY-FIVE PERCENT OF THE COMMON FUND ARE JUSTIFIED HERE.

Federal Rule of Civil Procedure 23(h) authorizes the Court to award "reasonable attorney's fees and nontaxable costs that are authorized by law or by the parties' agreement." Fed. R. Civ. P. 23(h). Here, Defendants have agreed not to oppose Class Counsel's request for attorneys' fees of $187,500 (the Ninth Circuit's benchmark, one-quarter of the total $750,000 settlement). (Settlement, at ¶ III. 7.b).

Payment to Class Counsel from the common fund on a percentage-of-the-fund basis is appropriate here. The U.S. Supreme Court "has recognized consistently that a litigant or a lawyer who recovers a common fund . . . is entitled to a reasonable attorney's fee from the fund as a whole." *Boeing Co. v. Van Gemert*, 444 U.S. 472, 478 (1980); *Staton v. Boeing Co.*, 327 F.3d 938, 967 (9th Cir. 2003) (same); *see also Laffitte v. Robert Half Int'l Inc.*, 1 Cal.5th 480, 503 (2016) ("We join the overwhelming majority of federal and state courts in holding that . . . 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.") (internal citations omitted). The Ninth Circuit has further explained that "[b]ecause the benefit to the class is easily quantified in common-fund settlements, we have allowed courts to award attorneys a percentage of the common fund in lieu of the often more time-consuming task of calculating the lodestar." *In re Bluetooth Headset Products Liab. Litig.*, 654 F.3d 935, 942 (9th Cir.

2011); *see also Elliott v. Rolling Frito-Lay Sales, LP*, 2014 WL 2761316, at *9 (C.D. Cal. June 12, 2014) (describing "significant benefits to the percentage approach").

The Ninth Circuit's benchmark for presumptively reasonable fees in the common fund recovery context is twenty-five percent of the gross settlement amount, and courts that depart from the benchmark should indicate their reasons for doing so. *See, e.g.*, *Glass v. UBS Fin. Servs., Inc.*, 2007 WL 221862, at *14 (N.D. Cal. Jan. 26, 2007), *aff'd*, 331 F. App'x 452 (9th Cir. 2009). The Court should not depart from the benchmark here.

The Ninth Circuit has held that courts judging attorneys' fees may undergo an analysis of "reasonableness factors," including: the quality of representation and the benefit obtained for the class; and, the complexity and novelty of the issues presented, combined with the risk of nonpayment. *Bluetooth*, 654 F.3d at 941-42 (quoting *Hanlon v. Chrysler Corp.*, 150 F.3d 1011, 1029 (9th Cir. 1998)).

A. Class Counsel Obtained Significant Benefits for the Class through Quality Representation.

The Class Representatives and the putative Class Members have been represented by experienced Class Counsel who fought for an advantageous outcome for the entire class over the course of many months. Class Counsel's request for one-fourth of the Gross Settlement Amount is justified for many reasons, including but not limited to: 1) the good, prompt result achieved; 2) the non- reversionary nature of the settlement; and 3) the separate payment of the employer's share of payroll taxes.

First, the settlement will provide Class Members with significant payment in roughly two years from when the case was first filed. *Vizcaino v. Microsoft Corp.*, 290 F.3d 1043, 1050 n. 5 (9th Cir. 2002) (counsel should not be penalized for a strong, early settlement, which advantages the class). Plaintiff expects that Class Members will receive an average settlement of $413 after all deductions, but before tax withholdings. ("Tsarukyan Decl., at ¶ 9).

Second, Class Counsel insisted that the settlement payment be non-reversionary (*i.e.*, maximizing the payments to all Class Members). *Cf. Allen v. Bedolla*, 787 F.3d 1218, 1224

(9th Cir. 2015) (explaining that reversionary settlements may signal to the court that class counsel has not prioritized the interests of the class). (*Id.*)

Third, Defendant will pay separately the employer's share of payroll taxes. *See Rosenberg v. Int'l Bus. Machines Corp.*, No. CV06-00430 PJH, 2007 WL 2043855, at *3 (N.D. Cal. July 12, 2007) (noting this factor favorably). (*Id.*)

As to the quality of the result achieved, Plaintiff need not compare the settlement to an estimated full-relief, best-day outcome in the case if it were fully litigated. *Rodriguez v. West Publ.*, 563 F.3d 948, 965- 966 (9th Cir. 2009). The Ninth Circuit explains:

> We are not persuaded … by Objectors' further submission that the court should have specifically weighed the merits of the class's case against the settlement amount and quantified the expected value of fully litigating the matter….[T]he Seventh Circuit directs courts to "'estimate the range of possible outcomes and ascrib[e] a probability to each point on the range.'" *Id.* However, our approach, and the factors we identify, are somewhat different. We put a good deal of stock in the product of an arms-length, non-collusive, negotiated resolution, *Hanlon,* 150 F.3d at 1027; *Officers for Justice* [*v. Civil Service Com'n,* 688 F.2d 615, 625 (9th Cir. 1982)], and have never prescribed a particular formula by which that outcome must be tested. As we explained in *Officers for Justice,* "[u]ltimately, the district court's determination is nothing more than an amalgam of delicate balancing, gross approximations and rough justice." 688 F.2d at 625 (internal quotation marks and citation omitted).
> *Rodriguez*, 563 F.3d at 965.

Even so, the Court evaluated the settlement and granted preliminary approval stating: "In short, given the ongoing risks of litigation, in addition to the relative value of the recovery, the Court concludes that the settlement amount is within the range of approval."

B. <u>Class Counsel Bore Substantial Risk Litigating this Case Given the Uncertainty of Litigation.</u>

In addition to disputing the merits of Plaintiff's claims at trial, Defendants intended to aggressively challenge the case at the certification stage believing Plaintiff could not prevail on a motion for class certification. While Plaintiff asserts a belief that this is a viable case for trial, Class Counsel realize that there are always significant risks associated with certification and trials, and those risks cannot be eliminated in this case. Continued

litigation of this lawsuit presented Plaintiff with substantial legal risks and costs that were (and continue to be) difficult to assess. The risks associated with this matter include:

- the risk that Plaintiff would be unable to establish liability for allegedly unpaid straight time or overtime wages, *see, e.g., Duran v. US Bank Nat'l Ass'n*, 59 Cal. 4th 1, 39 & fn. 33 (2014) ("*Duran*"), *citing Dilts v. Penske Logistics, LLC* 2014 WL 205039 (S.D. Cal. 2014) (dismissing certified off-the-clock claims based on proof at trial);
- the risk that Defendants' challenged employment policies might not ultimately support class certification or a class-wide liability finding, *see*, *Duran*, 59 Cal. 4th at 14 & fn. 28 *(*citing Court of Appeal decisions favorable on class certification issue without expressing opinion as to ultimate viability of proposition);
- the risk that uncertainties pertaining to the ultimate legality of Defendants' policies and practices could preclude class-wide awards of statutory penalties under Labor Code §§ 203 and 226(e);
- the risk that individual differences between Class Members could be construed as pertaining to liability, and not solely to damages, *see*, *Duran*, 59 Cal. 4th at 19;
- the risk that class treatment could be deemed improper as to one or more claims; and
- the risk that lengthy appellate litigation could ensue.

While these risks are non-exhaustive, the settlement achieved in this case extinguishes all risks and confers substantial benefit to the Class Members.

C. Class Counsel Have Borne the Financial Burden of Litigating on a Contingency Basis.

Courts consider not only the results achieved and litigation risk, but the fee's contingency nature and financial burden on counsel. *See, e.g.*, *In re Omnivision Techs., Inc.*, 2007 WL 4293467, at *9 (N.D. Cal. 2007) (citing *Vizcaino*, 290 F.3d at 1048-50). An attorney merits a significantly larger fee when the compensation is contingent, rather than being fixed on a time or contractual basis. *See Vizcaino*, 290 F.3d at 1048-51.

In the time that this case has been pending, Class Counsel has not received any compensation or reimbursement for their efforts in prosecuting this case on behalf of the Class Representatives and the Class Members, and have advanced all expenses to date. (Tsarukyan Decl., at ¶ 19). The outlay of monetary and personnel resources has been completely at risk and wholly dependent upon obtaining a substantial recovery for the Class Members. *See also In re Optical Disk Drive Prod. Antitrust Litig.,* 2016 WL 7364803, at *8 (N.D. Cal. Dec. 19, 2016) (extensive attorneys' efforts despite uncertainty regarding recovery of attorneys' fees favored granting requested fee award of 25% of the common fund); *In re Heritage Bond Litig.*, 2005 WL 1594403, at *21 (C.D. Cal. June 10, 2005) ("[T]he Court notes that Plaintiff's counsel proceeded entirely on contingency basis, while paying for all expenses incurred. There was no guarantee of any recovery, and thus, Class Counsel was subjected to considerable risk of no compensation for time or no reimbursement of expenses.").

The substantial number of hours spent in this contingency litigation, which could have been spent on less risky or hourly-paying matters, are a particularly heavy burden for a small firm, such as Plaintiff's counsel's firm, which at all times only had two attorneys. (*Id.) See Boyd v. Bank of Am. Corp.*, 2014 WL 6473804, at *10 (C.D. Cal. Nov. 18, 2014) ("Both of the firms representing the Class are small firms with fewer than fifteen attorneys. Firms of this size face even greater risks in litigating large class actions with no guarantee of payment. The Court finds that the considerable risk in this case due to the uncertain legal terrain, coupled with Counsel's contingency fee arrangement, weigh in favor of an increase from the benchmark rate."); *see also, e.g.*, *Singer v. Becton Dickinson & Co.*, 2010 WL 2196104, at *8 (S.D. Cal. June 1, 2010) (awarding one-third of common fund where, among other factors supporting the upward departure, "class counsel took this case on a contingent fee basis and had to forego other financial opportunities to litigate it for more than two years").

Accordingly, this weighs in favor of compensating Class Counsel at the Ninth Circuit's benchmark 25% of the common fund.

D. The Court Need Not Perform a Lodestar Cross-Check, but Class Counsel's Lodestar Also Supports the Benchmark Award Requested.

"The Ninth Circuit has held that the Court may, but is not required to, compare the lodestar and the 25% benchmark to determine if the 25% benchmark results in an inappropriately high or low fee." *Glass*, 2007 WL 221862, at *15 (citing, *inter alia*, *Vizcaino*, 290 F.3d at 1050-1051). Ultimately, the lodestar cross-check has limited utility in evaluating a common fund class action settlement. As the Ninth Circuit has observed: "The lodestar method is merely a cross-check on the reasonableness of a percentage figure, and it is widely recognized that the lodestar method creates incentives for counsel to expend more hours than may be necessary on litigating a case so as to recover a reasonable fee, since the lodestar method does not reward early settlement." *Vizcaino*, 290 F.3d. at 1050 n. 5. The Ninth Circuit recognizes that, in circumstances where there is "relatively low time commitment by plaintiff's counsel," the benchmark of 25% of the common fund can be warranted by "giving weight to other factors, such as the results achieved for the class and the favorable timing of the settlement." *Glass v. UBS Fin. Servs., Inc.*, 331 F. App'x 452, 457 (9th Cir. 2009).

To date, Class Counsel have devoted substantial effort, with attorneys collectively spending nearly 303 hours of work since this action's inception. (Tsarukyan Decl., at ¶ 10, Ex. 1; Declaration of Shaun Setareh, at ¶ 18, Ex. A). The amount of work that my firm has invested in this case was reasonably necessary to ensure that the Class Members covered by this settlement will be compensated appropriately. (*Id.* at ¶ 11). The usual and customary fee rates claimed by Plaintiff's counsel routinely have been approved by courts. (*Id.* at ¶ 17).

Multiplying the hours spent by the rates, Class Counsel's lodestar for the work performed on behalf of the Class to date comes out to $201,646.25. (Tsarukyan Decl., at ¶ 10, Ex. 1; Setareh, at ¶ 18, Ex. A). The lodestar is presumptively reasonable and a district court must explain reasons for reducing significantly a proffered lodestar. *See, e.g., Moreno v. City of Sacramento,* 534 F.3d 1106, 1111 (9th Cir. 2008).

Here, even if we only include the time spent by Remedy Law Group LLP on this case, the benchmark fee award would only provide a 1.2 multiplier, which will diminish with the additional time Class Counsel expects to spend on this case following the submission of this motion (including finalizing the motion for final approval of the settlement, preparation for and appearance at the final approval hearing, promptly responding to Class Members' inquiries about the settlement, and ensuring payments are properly distributed to all Class Members, among other work). (*Id.* at ¶ 10).

This lodestar multiplier is well within the range typically approved in this Circuit. *See Vizcaino*, 290 F.3d at 1051 & n.6 (affirming lodestar multiplier of 3.65 in light of the complexity and risk, and compiling cases with multipliers up to 19.6); *Steiner v. Am. Broad Co.,* 248 Fed. Appx. 780, 783 (9th Cir. 2007) ("Although this [6.85x] multiplier is higher than those in many common fund cases . . . it still falls well within the range of multipliers that courts have allowed"); *Gutierrez v. Wells Fargo Bank, N.A.*, 2015 WL 2438274, at *7 (N.D. Cal. May 21, 2015) ("[T]his order allows a multiplier of 5.5 mainly on account of the fine results achieved on behalf of the class, the risk of non-payment they accepted, the superior quality of their efforts, and the delay in payment."); *Buccellato v. AT&T Operations, Inc.*, 2011 WL 33480455, at **1-2 (N.D. Cal. June 30, 2011) (in lodestar cross-check of 25% of $12.5 million common fund fee award, approving 4.3 multiplier, and collecting cases with multipliers ranging from 4.4 to 9.3); *Craft v. Cty. of San Bernardino*, 624 F. Supp. 2d 1113, 1123, 1125 (C.D. Cal. 2008) (applying a 5.2 multiplier and collecting cases with cross-check multipliers ranging from 4.5 to 19.6).

Here, assuming we only include the time spent by Remedy Law Group LLP on this case, Class Counsel merit the requested small lodestar multiplier – which is certainly well within the range of commonly approved lodestar multipliers in this Circuit – given the good results achieved for the Class Members despite the significant legal and financial risks involved in litigating this case on a contingency basis.

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IV. THE COURT SHOULD AWARD THE REQUESTED LITIGATION COSTS.

Courts routinely reimburse plaintiffs' counsel for the costs incurred in prosecuting cases on a contingent fee basis. The recovery of costs is to include all out-of-pocket costs, not part of overhead, which are typically billed to a client. *See Dowdell v. City of Apopka, Florida*, 698 F.2d 1181, 1190 (11th Cir. 1983) ("[E]xpenses such as supplemental secretarial costs, copying, telephone costs and necessary travel, are integrally related to the work of an attorney and the services for which outlays are made may play a significant role in the ultimate success of litigation . . . ."); *In re Optical Disk Drive,* 2016 WL7364803, at *10 (holding, "Reasonable reimbursable litigation expenses include: those for document production, experts and consultants, depositions, translation services, travel, mail and postage costs," and citing cases adding to the list court fees and fees for service of process, court reporters, transcripts, computer research, photocopies, telephone/fax, and meals and lodging); *see also Rutti v. Lojack Corp.*, 2012 WL 3151077, at *12 (C.D. Cal. July 31, 2012) ("Expenses such as reimbursement for travel, meals, lodging, photocopying, long-distance telephone calls, computer legal research, postage, courier service, mediation, exhibits, documents scanning, and visual equipment are typically recoverable.").

Class Counsel has thus far incurred $3,652.10 in litigation costs and does not anticipate incurring any further litigation costs assuming the settlement is granted final approval on or about November 16, 2020. (Tsarukyan Decl., at ¶ 10, Ex. 2). These costs include filing and service costs, and costs for retaining an expert statistician. All costs incurred were necessary to the prosecution of this litigation and would normally have been billed to a client paying for counsel's services on a regular basis. (*Id.*, at ¶ 11). These costs are minimal due to the swift resolution, and reimbursement is fair given the substantial recovery achieved for the class.

The declaration of counsel demonstrates that these costs have been adequately documented and were reasonably incurred for the benefit of the class. Accordingly, Class

Counsel submits that reimbursement of these costs is appropriate.

V. THE CLASS REPRESENATIVES' SERVICE AWARD IS REASONABLE AND SHOULD BE APPROVED.

The requested award to each Class Representative of $5,000 is reasonable and should be approved because class representatives in class action litigation are eligible for reasonable participation payments to compensate them for the risks assumed and efforts made on behalf of the Class.[3] *See Staton v. Boeing Co*., 327 F.3d 938, 976 (9th Cir. 2003). "Incentive awards are fairly typical in class action cases. Such awards are discretionary and are intended to compensate class representatives for work done on behalf of the class, to make up for financial or reputational risk undertaken in bringing the action…" *Rodriguez v. West Publ'g Corp*., 563 F.3d 948, 958 (9th Cir. 2009) (internal citations omitted).

"The district court must evaluate [incentive] awards individually, using 'relevant factors includ[ing] the actions the plaintiff has taken to protect the interests of the class, the degree to which the class has benefitted from those actions, . . . the amount of time and effort the plaintiff expended in pursuing the litigation . . . and reasonabl[e] fear[s of] workplace retaliation.'" *Staton*, 327 F.3d at 977.

Class Representatives each request an incentive award in an amount of $5,000, to recognize their valuable contributions to the Class, the reputational risks each undertook in filing a lawsuit, the time and efforts expended on behalf of the Class, and the beneficial monetary accomplishments of this case for the Class as a whole.

The requested incentive award is justified because the Class Representatives were active in this litigation and spent substantial time acting in their capacity as class representatives. The Class Representatives participated in numerous meetings with Class Counsel regarding investigation of the claims including their claims and witnesses, searched for and gathered relevant documents, and regularly corresponded with their

[3] While the Agreement stipulates Class Representatives may seek up to $7,500 each for their services, Class Representatives only seek $5,000 each.

counsel regarding the claims and defenses in this case.

Moreover, the Class Representatives risked significant reputational and societal costs by participating in this action and volunteering that their names be specifically identified as Class Representatives. Given that the Class Representatives were not guaranteed a financial recovery as a result of this action, the reputational risks the Class Representatives agreed to take on were substantial.

The requested enhancement fee for each Class Representative of $5,000 amounts only to 1.3% of the total settlement amount.[4] Each class representative's requested service award is approximately twelve times the average individual recovery of approximately $413. Thus, the amount of the requested service award is fair and reasonable given the Class Representatives' efforts on behalf of the Class resulting in substantial recoveries for each class member.

VI. CONCLUSION

For the foregoing reasons, Plaintiff respectfully requests that this Court: (1) approve Class Counsel's request for an award of attorneys' fees in the benchmark 25% of the common fund amount of $187,500; (2) approve Class Counsel's request for reimbursement of litigation costs in the amount of $3,652.10; and (3) approve $5,000 each to Plaintiff and Eddie Duron for their services as Class Representatives.

Respectfully submitted,

Dated: September 24, 2020

REMEDY LAW GROUP LLP

By: /s/ Andranik Tsarukyan
Andranik Tsarukyan
Armen Zenjiryan

Attorneys for Plaintiff
SILVIA VALDIVIA DE CABRERA

[4] 10,000/750,000 = 1.3%