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**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF OREGON
PORTLAND DIVISION**

TAYLOR LEMONS, individually and on
behalf of all similarly situated individuals,

Plaintiff,

v.

**WALGREEN PHARMACY SERVICES
MIDWEST, LLC, WALGREEN
PHARMACY SERVICES EASTERN,
LLC, and WALGREEN PHARMACY
SERVICES WESTERN, LLC,**

Defendants.

Case No. 3:21-cv-00511-MO

**PLAINTIFF'S MOTION FOR
ATTORNEY FEES, COSTS, AND
REPRESENTATIVE SERVICE AWARD**

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LOCAL RULES CERTIFICATION

Pursuant to LR 7-1, this motion does not involve a dispute between the parties. Pursuant to the Settlement Agreement, which this Court preliminarily approved, Plaintiff may seek an award of costs and attorneys' fees comprised of 33% of the Settlement to compensate Class Counsel for the hundreds of hours devoted to bring this five-year litigation to a successful resolution. Additionally, Plaintiff may seek a \$7,500 Class Representative Service Award.

MOTION

Pursuant to FRCP 23(h) and FRCP 54(d)(2), Plaintiffs move the Court to award attorney fees and costs and a class representative award as described herein. During the course of this litigation, Class Counsel has assumed substantial risks and expended significant time and resources prosecuting this action. Class Counsel's efforts culminated in a \$2,500,000 class settlement, which represents considerable relief for the class member. Pursuant to the Settlement Agreement, which this Court preliminarily approved, Plaintiff seeks an award of costs and attorneys' fees comprised of 33% of the Settlement to compensate Class Counsel for the hundreds of hours devoted to bring this five-year litigation to a successful resolution. Additionally, Plaintiff seeks a \$7,500 Class Representative Service Award.

I. INTRODUCTION

The facts necessary to understand the issues were summarized by the court in its Order granting class certification and are repeated here, with internal citations removed. *See* ECF 98 at 1-2. Defendants (jointly "Walgreens") are subsidiaries of Walgreens Co. Plaintiff Taylor Lemons began working for one of these subsidiaries in October 2014 and became an employee of Walgreens Midwest around January 1, 2016. In early February 2019, Plaintiff gave a one-month notice of resignation. Plaintiff left Walgreens Midwest on March 1, 2019, and received his final

paycheck by direct deposit on March 21, 2019. Plaintiff alleged that ORS 652.140 required Walgreens to supply his final paycheck on the next business day after he left his employment, which would have been March 4, 2019. Therefore, Plaintiff alleged that he is owed a penalty of \$3,347.20 pursuant to ORS 652.150.

Plaintiff filed this action on April 1, 2021. Plaintiff pursued this class action based on the allegation that Walgreens Midwest has a policy of paying final paychecks at the next scheduled pay period instead of on time under ORS 652.140 was sufficient to plead a class claim. Plaintiff moved to certify a Fed. R. Civ. P. 23(b)(3) class action consisting of all employees whose employment was terminated between April 6, 2018 through the date of class certification. The court granted the Motion to Certify in part, certifying “a class consisting of all employees of Walgreens who were terminated between April 6, 2018, through April 6, 2021; who did not abandon or walk off their job; and who received their final paycheck six or more days after their termination date.” ECF 98, p. 11.

In July 2023, the parties engaged the services of Senior Judge Henry Kantor to attempt to resolve the matter and attended mediation on November 1, 2023. Although the case did not settle at that time, the parties agreed to resume settlement discussions after class certification issues were determined. After class certification, the parties resumed settlement discussions with the aid of Judge Kantor and attended two more mediations on December 3 and 20, 2024. Again, the case did not settle but the parties continued to discuss settlement over the next several months. After months of arms’ length negotiations conducted with the assistance of Judge Kantor, the Parties were able to reach a Settlement. On June 23, 2025, the parties entered into a Stipulation and Settlement of Class Action. (“Settlement Agreement” or “Agreement”). See Post Decl. ¶ 4, Dkt 105.

On February 9, 2026, the Court granted Plaintiffs' Motion for Preliminary Approval, concluding that: (1) that the Settlement is a sufficiently fair, reasonable, non-collusive, and adequate settlement of the Class Claims without any obvious deficiencies such that disseminating notice to the Class is appropriate; (2) the Settlement is the result of extensive, arms' -length, informed negotiations by experienced counsel; (3) the Settlement does not improperly grant preferential treatment to the Class Representatives or to segments of the Class; (4) the case should be certified as a class action for settlement purposes; and (5) set August 4, 2026 at 10:00 a.m. as the date for the Final Approval Hearing. Dkt. 108. The Court also approved the Parties' proposed Class Settlement Notice ("Notice"), authorized disseminating the Notice according to the method and manner of distribution set forth in the Settlement Agreement, and appointed Epiq Class Action & Claims Solutions, Inc. (Epiq) to serve as the third-party Settlement Administrator as the Settlement Administrator. *Id.*

Class Counsel submits this motion after Epiq distributed the notice and with sufficient time for class members to review it in determining whether to object or opt-out of the settlement prior to the anticipated motion for final approval and the final approval hearing scheduled for August 4, 2026. *In Re Mercury Interactive Corp. Sec. Litig.*, 618 F.3d 988 (9th Cir. 2009); Declaration of Carl Post in Support of Plaintiff's Motion for Attorney Fees, Costs, and Representative Service Award ("Post Decl.") ¶ 14.

II. SUBSTANTIAL RELIEF TO THE CLASS

The Settlement provides for Defendants to pay a non-reversionary Settlement Amount of \$2,500,000 to settle the lawsuit, which confers significant relief to the class members. Dkt. No. 159-1, ¶ 2.13. After the requested service awards (\$7,500), anticipated attorneys' fees and costs as described herein (\$833,333.33), and the Settlement Administrator's costs (maximum of

\$100,000), approximately \$1,559,166.67, inclusive of employer taxes, will be dispensed to the Class Members.

The Net Settlement Amount is the portion of the Maximum Settlement Amount remaining after deductions of the Settlement Administration Costs of \$100,000, Court-approved Attorneys' Fees and Costs of up to \$833,333.33, and the Court-approved class representative enhancement of no more than \$7,500. If all requested amounts are approved, the amount to be distributed to the class members is estimated to be \$1,559,166.67. The amount paid to each Settlement Class Member (his/her "Settlement Award") will be calculated on a pro-rata basis to each class member, according to each class member's proportionate share of the total potential penalty allegedly owed to the class plus 9% statutory interest. Dkt. 105, Post Decl. ¶ 5.

The potential penalty for each Class Member was calculated as follows. First, the number of penalty days was calculated by taking the number of days between termination of employment and the date of alleged final pay and then subtracting five days to avoid the individualized inquiry to determine whether an employee gave notice to quit or left employment by mutual agreement.¹ The number of penalty days was then multiplied by 8 hours and further multiplied by the hourly rate of each employees. For example, if an employee was paid alleged final wages 15 days after termination and earned \$30.00 per hour, the penalty would be 10 days multiplied by 8 hours per day multiplied by \$30.00 per hour, which equals \$2,400. Each employee's prejudgment interest is calculated based on 9% simple interest. Dkt 105, Post Decl. ¶ 6.

¹ See ECF 98, p. 5 "Limiting the class to members who received their final pay six or more days after their termination date avoids the need for individualized inquiry to determine which class members gave notice of their intent to quit. Likewise, limiting the class this way also avoids the need to identify which members left their employment by mutual agreement because if an employee is discharged or their employment is terminated by mutual agreement, wages earned are due by the end of the next business day. ORS 652.140(1)."

The total potential penalties, pro rata distribution to class members, and approximate recovery for each Class Member is provided in the Post Declaration, Exs. B and C. This is a significant recovery for each class member. Dkt. 106, Post Decl. Sealed ¶ 4; Post Decl. Sealed, Ex. C at p. 1. The amount received by each class member therefore represents their individual potential damages and provides for a substantial recovery.

III. CLASS COUNSEL’S FEE REQUEST IS FAIR AND REASONABLE

A. 33% of the Fund Is Fair and Reasonable

The Settlement provides that, subject to Court approval, Class Counsel shall receive up to \$833,333.33 in attorneys’ fees and costs—representing 33% of the \$2,500,000 Settlement Amount. Dkt. 105, Post Decl. ¶ 11. Federal courts have recognized that when counsel’s efforts result in the creation of a common fund that benefits plaintiffs and unnamed class members, counsel have an equitable right to be compensated from that fund for their successful efforts in creating it. *See, e.g., Boeing Co. v. Van Gemert*, 444 U.S. 472, 478 (1980); *In re Bluetooth Headset Prods. Liab. Litig.*, 654 F.3d 935, 942 (9th Cir. 2011) (“[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”); *Vizcaino v. Microsoft Corp.*, 290 F.3d 1043, 1050 (9th Cir. 2002).

In evaluating whether the percentage requested is fair and reasonable, courts examine factors that include: (1) the extent to which class counsel achieved exceptional results for the class; (2) whether the case presented risks for class counsel; (3) the market rate for the particular field of law; (4) the burdens class counsel experienced while litigating the case; and (5) whether the case was handled on a contingency basis. *In re Optical Disk Drive Prods. Antitrust Litig.*, 959 F.3d 922, 930 (9th Cir. 2020).

1. Class Counsel Achieved Exceptional Results for the Class

The quality of the Settlement achieved strongly favors granting Plaintiffs' fee request. Notably, courts have deemed the result obtained to be the most critical factor in evaluating fee requests. *See, e.g., In re Omnivision Techs., Inc.*, 559 F. Supp. 2d 1036, 1046 (N.D. Cal. 2008) (describing first factor as "the most critical factor in granting a fee award"); *Hensley v. Eckerhart*, 461 U.S. 424, 436 (1983) (same).

As established and detailed at preliminary approval, the Settlement obtained valuable and substantial relief for the Class taking into account the legal and factual risks involved with continued litigation. *See* Dkt. 104. Indeed, the vast majority of the Class Members' claims are too low in value to make individualized litigation economical and, at this point, the claims would have lapsed absent tolling from this case. As a result of these realities, this Settlement is the only feasible means of achieving any recovery, let alone a meaningful one.

A gross settlement of \$2,500,000 is an excellent result for the Class considering Plaintiff's damages assessment. If all requested amounts are approved, the amount to be distributed to the class members is estimated to be \$1,559,166.67. This is an extremely significant recovery for the class members. *See* Dkt. 106, Post Decl. ¶ 4. Compare the substantial recovery in this case *Ma v. Covidian Holding, Inc.*, No. SACV 12-02161-DOC (RNBx), 2014 U.S. Dist. LEXIS 13296, at *12 (C.D. Cal. Jan. 31, 2014), in which a settlement providing "9.1% of the total value of the action [was] 'within the range of reasonableness.'" *Id.* at *5; *see also O'Sullivan v. AMN Servs., Inc.*, No. 12-cv-2125-JCS, ECF No. 92 (N.D. Cal. Feb. 7, 2014) (approving gross settlement of \$3 million for 4,246 class members who filed claims (\$478.12 net average payment) where total exposure before penalties and interest was estimated at \$108 million, for a recovery of less than 3% of full relief).

The fact that no objections have been made to the settlement or proposed amount of attorney fees supports a finding that the results are favorable. *Barbosa*, 297 F.R.D. at 449. Citing *Nat'l Rural Telecommunications Coop. v. DIRECTV, Inc.*, 221 F.R.D. 523, 529 (C.D. Cal. 2004) (the absence of a large number of objections to a proposed class action settlement raises a strong presumption that the terms of a proposed class settlement action are favorable to the class members.”)

2. Significant Risks in Prosecuting this Class Action

Class Counsel assumed significant risks and difficulty in prosecuting this class action for nearly two years. Class Counsel undertook this case knowing that neither class/collective certification nor a successful outcome on the merits was guaranteed. Even after the Court granted conditional certification, there was still a risk that the Court might eventually decertify the conditional certification or refuse to grant Class certification under FRCP 23.

Plaintiffs and Defendants both shouldered serious risks that they might lose on the merits given the intricacies of some the legal and factual issues. Given the complexity of the disputes, as well as the novelty of some of Plaintiffs' arguments, the risks associated with succeeding in this case on the merits were greater than that associated with a typical wage and hour action. Class Counsel also faced numerous difficulties in merely trying to obtain pay data from Defendants, necessitating Court intervention. See Dkt. 55. Defendant vehemently contested liability and claimed throughout the litigation that it had proper procedures in place to pay workers upon termination. The nature and challenges of the data presented an ongoing risk to Plaintiffs' success in the litigation. While Plaintiffs strongly believe they would have overcome Defendants' legal arguments and other difficulties, Class Counsel recognizes that Plaintiffs faced significant obstacles and risks that could have prevented them from recovering any damages.

3. The Requested Fee Award Is Market Rate for This Work

The requested fee award of 33% is well-aligned with the rates awarded by courts in the Ninth Circuit for comparable matters. *See, e.g., Aichele*, 2015 WL 5286028, at *6 (“Attorneys regularly contract for contingent fees between 30% and 40%.”) (internal quotation omitted); *In re Activision Sec. Litig.*, 723 F. Supp. 1373, 1378–79 (N.D. Cal. 1989) (“[T]his court concludes that in class action common fund cases the better practice is to set a percentage fee and that, absent extraordinary circumstances that suggest reasons to lower or increase the percentage, the rate should be set at 30%.”); *Boyd v. Bank of Am. Corp.*, 2014 WL 6473804, at *9-11 (C.D. Cal. Nov. 18, 2014) (awarding one-third (33%) of settlement in wage and hour case); *Barbosa v. Cargill Meat Sols. Corp.*, 297 F.R.D. 431, 450 (E.D. Cal. 2013) (awarding 33% of common fund in wage and hour case); *Lopez v. Youngblood*, No. CV-F-07-0474 DLB, 2011 WL 10483569, at *4 (E.D. Cal. Sept. 2, 2011) (E.D. Cal. Sept. 2, 2011) (fees in common fund cases average 32% or 34.64%); *Vasquez v. Coast Valley Roofing, Inc.*, 266 F.R.D. 482, 491-92 (E.D. Cal. 2010) (approving award of approximately 33.3% of fund in wage and hour class action and recognizing such award as falling within the “typical range of acceptable attorneys’ fees in the Ninth Circuit”); *Singer v. Becton Dickinson & Co.*, 2010 WL 2196104, at *8 (S.D. Cal. June 1, 2010) (awarding 33.33% in wage and hour class action and describing percentage award as falling within “the typical range” of up to “50% awarded in similar cases”); *In re Mego*, 213 F.3d 457, 463 (9th Cir. 2000) (affirming award of 33% of common fund); *In re Pacific Enterprises Sec. Litig.*, 47 F.3d 373, 379 (9th Cir. 1995) (affirming fee award equal to 33% of fund).

Therefore, the requested fees of 33% is in line with other wage and hour class actions in this circuit.

4. Class Counsel Undertook Significant Burdens in This Case

The burdens involved in litigating this case are considerable and weigh heavily in favor of the requested fee award. Class Counsel has already invested over 627.5 attorney hours in this case and expects to expend significant additional time in seeking final approval of the Settlement, preparing for the Final Approval Hearing, responding to Class Member inquiries about the Settlement, and assisting in connection with the settlement administration. Post Decl. ¶ 23. In addition, Class Counsel has advanced \$8,198.61 of their own funds to cover reasonable expenses in this matter. Post Decl. ¶ 24. Such expenditures of time and resources were essential to the successful resolution of this case and Class Counsel was – and remains – committed to diligently pursuing these claims. This significant investment is burdensome because it limits Class Counsel’s ability to represent other individuals in need.

5. Class Counsel Pursued This Case on Contingency

Class Counsel pursued this case on a pure contingency basis, which also weighs in favor of the requested fee award. The justifications for awarding fees to attorneys proceeding on a contingency basis are well-established. *See, e.g., In re Quantum Health Resources, Inc. Sec. Litig.*, 962 F. Supp. 1254, 1257 (C.D.Cal.1997) (“Because payment is contingent upon receiving a favorable result for the class, an attorney should be compensated both for services rendered and for the risk of loss or nonpayment assumed by accepting and prosecuting the case.”); *In re Sumitomo Copper Litig.*, 74 F.Supp.2d 393, 396–98 (S.D.N.Y.1999) (“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 dependent solely on the reasonable amount of time expended.”).

Given the significant amount of time Class Counsel has devoted to this five-year

litigation, Class Counsel had to forego other potentially lucrative opportunities, all while assuming the risk that the firm might not be compensated at all for its representation or the costs it advanced. *See Vizcaino v. Microsoft Corp.*, 290 F.3d 1043, 1050 (9th Cir. 2002) (the contingency basis, length of representation, and forgoing other work are burdens relevant to determining a fee percentage.); *Graham v. DaimlerChrysler Corp.*, 34 Cal.4th 553, 580 (2004) (“The contingent fee compensates the lawyer not only for the legal services he renders but for the loan of those services.”); *Singer*, 2010 WL 2196104, at *8 (approving fee of 33.33% of the common fund based on contingency fee arrangement requiring counsel to “forego other financial opportunities”).

In considering both the contingent nature of the work performed by Class Counsel, as well as the risk involved and the costs advanced, these factors support the fee award requested. *See Graham v. DaimlerChrysler Corp.*, 34 Cal.4th 553, 580, 21 Cal.Rptr.3d 331, 101 P.3d 140 (2004) (“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 for the legal services he renders but for the loan of those services.”) (internal citations omitted); *In re Sumitomo Copper Litig.*, 74 F.Supp.2d 393, 396–98 (S.D.N.Y.1999) (“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 dependent solely on the reasonable amount of time expended.”).

A. The Lodestar Cross-Check Is Reasonable

Finally, the lodestar cross-check also confirms that the fee sought here is reasonable. The purpose of the lodestar cross-check is to ascertain whether the fees sought represent a reasonable

multiplier and provide “a useful perspective on the reasonableness of a given percentage award.” *Vizcaino*, 290 F.3d at 1050. To perform this crosscheck, a district court calculates the lodestar and identifies the multiplier that would apply to reach the requested fee. To calculate the lodestar, the court determines “how many hours were reasonably expended on the litigation,” and multiplies “those hours by the prevailing local rate for an attorney of the skill required to perform the litigation.” *Smothers v. NorthStar Alarm Servs., LLC*, 2020 WL 1532058, at *8 (E.D. Cal. March 31, 2020). The multiplier is then “calculated from the ratio of the proposed percentage fee to the computed lodestar fee and is assessed for reasonableness.” *Franco*, 2012 WL 5941801, at *18.

Since Class Counsel began investigating the case in 2020, Class Counsel has devoted over 627.5 hours. Post Decl. ¶ 22, Ex. 2. Class Counsel’s attorney hourly rates applied for the loadstar cross-check is \$600 per hour. Post Decl. ¶¶ 19-21. This rate is consistent with rates applied to Class Counsel’s time in other cases, and consistent with rates in complex cases in the region. *Id.* Multiplying the reasonable hours worked by class counsel by the reasonable hourly rates establishes that the base lodestar attorney fee award in this case would be \$376,500. Because this motion is being filed during the notice process, Class Counsel will still be performing significant work in seeking final approval of the Settlement, responding to Class Member inquiries, and working with Epiq in administering the Settlement.

When compared, the requested fee award represents an amount that is reasonable, as the requested fee award is equivalent to the current lodestar with a reasonable multiplier, and there remains to be significant work to be performed. This cross-check is below examples in the law which provides that a reasonable multiplier is between 2 and 4. *See e.g., Vizcaino v. Microsoft Corp.*, 290 F.3d 1043, 1050-51 (9th Cir. 2002) (observing that multipliers range from 1.0-4.0 and

a “bare majority” fall within the range of 1.5-3.0, and then affirming district court’s conclusion that fee award of 3.65 times lodestar amount was reasonable); *Brulee v. Dal Global Servs., LLC*, 2018 U.S. Dist. LEXIS 211269, at *30 (C.D. Cal. 2018) (one-third fee award justified by 1.68 multiplier); *Lee v. Global Tel*Link Corp.*, 2018 U.S. Dist. LEXIS 163410 (C.D. Cal. 2018) (approving lodestar multiplier of 3.0); *Warner v. Toyota Motor Sales, U.S.A., Inc.*, 2017 U.S. Dist. LEXIS 77576 (C.D. Cal. 2017) (approving lodestar multiplier of 2.92); *Taylor v. Fedex Freight, Inc.*, 2016 U.S. Dist. LEXIS 142202 (E.D. Cal. 2016) (30% fee justified by 2.26 multiplier). Multipliers in the 3-4 range are common in lodestar awards in class action litigation. *Van Vranken v. Atlantic Richfield Co.*, 901 F. Supp. 294, 298 (N.D. Cal. 1995) (citing *Behrens v. Wometco Enters., Inc.*, 118 F.R.D. 534, 549 (S.D.

Plaintiff’s requested award of \$833,333.33 represents a multiplier of 2.21. As a result, under the percentage of fund analysis, reference to the actual lodestar incurred in the litigation as compared to the requested percentage further confirms the reasonableness of the award sought under the Agreement.

IV. THE PAYMENT OF CLASS COUNSEL’S OUT-OF-POCKET EXPENSES IS FAIR AND REASONABLE

In addition, Class Counsel seeks reimbursement of its reasonable and necessary litigation costs incurred in prosecuting this action, totaling \$8,198.61. Post Decl. ¶ 24. Class Counsel incurred these out-of-pocket expenses without assurance that they would ever be repaid. These out-of-pocket expenses were necessary to secure the resolution of this litigation and should be recouped. *See In re Immune Response Sec. Litig.*, 497 F. Supp. 2d 1166, 1177-1178 (S.D. Cal. 2007) (finding that costs such as filing fees, photocopy costs, travel expenses, postage, telephone and fax costs, computerized legal research fees, and mediation expenses are relevant and

necessary expenses in class action litigation).

“There is no doubt that an attorney who has created a common fund for the benefit of the class is entitled to reimbursement of reasonable litigation expenses from that fund.”

Bellinghausen v. Tractor Supply Co., 306 F.R.D. 245, 265 (N.D. Cal. 2015); *see also* 29 U.S.C. § 216(b) (“The court in such action shall, in addition to any judgment awarded to the plaintiff or plaintiffs, allow a reasonable attorney’s fee to be paid by the defendant, and costs of the action.”); Fed. R. Civ. P. 23(h) (“In a certified class action, the court may award reasonable attorney’s fees and nontaxable costs that are authorized by law or by the parties’ agreement.”).

All of the expenses in this case were incurred in prosecuting this case. Courts routinely find such costs to be reasonable and appropriate for reimbursement. *See, e.g., Selk v. Pioneers Mem’l Healthcare Dist.* 159 F. Supp. 3d 1164, 1181 (S.D. Cal. 2016) (approving “litigation costs, including filing fees, deposition costs, third party administration fees, and expert fees” as reasonable); *Smother*s, 2020 WL 1532058, at *11 (describing court reporter and transcript fees, expert fees, travel costs to hearings and mediation, and mediation fees as “reasonable and . . . of the type routinely approved by courts for reimbursement”).

These costs were reasonable and necessary, and the Court should grant Plaintiff’s request for reimbursement.

V. The Class Representative Should Receive the Requested Service Award

The Agreement provides for service award not to exceed \$7,500 to the Plaintiff for his service as the sole class representative and for his individual general release. As the sole representative of the Class, the Plaintiff performed his duties to the Class admirably and without exception. Plaintiff is well aware of his duties as the representative of the class and has actively participated in the prosecution of this case to date. Plaintiff effectively communicated with Class

Counsel, provided documents and information to Class Counsel, and participated extensively in the investigation of the action. The personal involvement of the Plaintiff was essential to the prosecution of the action and the monetary settlement reached. Post Decl. ¶ 25.

Plaintiff also assumed the risk, among other things, that he might possibly be liable for costs incurred in connection with this case. Without the Plaintiff's support, cooperation and information, no other fellow employees would be receiving any benefit. The service award compensates Plaintiff for his effort and risk in bringing this case to benefit other employees in light of the total settlement equaling \$2,500,000. Plaintiff's efforts in bringing the lawsuit have conferred a substantial benefit to the Class Members. Post Decl. ¶ 25.

The payment of service awards to successful class representatives is appropriate and the amount requested is comparable to the amounts awarded in other cases. *See e.g. Peer v. Rick's Custom Fencing & Decking, Inc.*, No. 3:20-CV-01155-AR, 2022 WL 16963843, at *5 (D. Or. Nov. 16, 2022) (approving Service Awards of \$10,000 for Class Representative Peer and \$7,500 for Class Representative Moline); *Van Vranken v. Atlantic Richfield Co.*, 901 F.Supp. 294, 299-300 (N.D. Cal. 1995)(incentive award of \$50,000); *In re Dun & Bradstreet Credit Servs. Customer Litig.*, 130 F.R.D. 366 (S.D. Ohio 1990) (two incentive awards of \$ 55,000, and three incentive awards of \$35,000); *Brotherton v. Cleveland*, 141 F.Supp.2d 907, 913-14 (S.D. Ohio 2001)(granting a \$50,000 service award); *Mathein v. Pier 1 Imports*, 2018 U.S. Dist. LEXIS 71386, at *35 (E.D. Cal. 2018); *Brulee, supra*, at *22 (awarding service awards of \$10,000 each to 3 plaintiffs); *Bellinghausen v. Tractor Supply Co.*, 306 F.R.D. 245, 268 (N.D. Cal. 2015) (approving \$10,000 award); *Ontiveros v. Zamora*, 303 F.R.D. 356, 366 (E.D. Cal. 2014) (\$15,000 award approved); *Glass v. UBS Fin. Servs.*, 2007 U.S. Dist. LEXIS 8476 at *51-*52 (N.D. Cal. 2007)(awarding \$100,000 divided among four plaintiffs in overtime wages class

action); *Dyer v. Wells Fargo Bank, N.A.*, 303 F.R.D. 326, 335 (N.D. Cal. 2014) (awarding \$10,000); *Taylor v. Fedex Freight, Inc.*, 2016 U.S. Dist. LEXIS 142202 (E.D. Cal. 2016) (approving \$15,000 award).

The service award compensates Plaintiff for his effort and risk in bringing this case to benefit other employees in light of the total settlement equaling \$2,500,000. Plaintiff's efforts in bringing the lawsuit have conferred a substantial benefit the Class Members. Accordingly, Plaintiff respectfully requests that the Court approve the requested service award.

VI. CONCLUSION

Class Counsel's fee request is within the range of reasonableness for fee requests approved by Courts in similar cases and is reasonable when measured against the efforts expended in this case and the results achieved. Moreover, Class Counsel undertook these risks on a wholly contingent fee basis and achieved an outstanding result for the benefit of Class Members. Based on the foregoing, Class Counsel respectfully request approval of the application for the award of attorneys' fees, litigation costs, and the service award. Class Counsel will also finish the prosecution of this action including final approval, the disbursement of funds, final accounting and defense of any challenges, if any, without any additional fee award.

///

DATED: April 27, 2026

SNYDER, POST & BURGESS

s/ Carl Post

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