UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

PHILIP CALDERON, FARSHAD PINCHASI, ALLISON FIELDS, and DANA FOLGAR, *on their own behalf and on behalf of all others similarly situated,*

Plaintiffs,

- against -

PUBLIC PARTNERSHIPS, LLC,

Defendant.

Civ. Action No.:
1:25-cv-02320 (FB)(LKE)

FINAL APPROVAL HEARING:
November 10, 2026 at 11:00 a.m.
Courtroom 13B South

MEMORANDUM OF LAW IN SUPPORT OF PLAINTIFFS' MOTION FOR ATTORNEYS' FEES, COSTS, AND SERVICE AWARDS

Dated: New York, NY
October 19, 2026

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INTRODUCTION

Through efficient good-faith negotiations across many months and three mediations, Plaintiffs Philip Calderon, Farshad Pinchasi, Allison Fields, and Dana Folgar ("Plaintiffs") achieved a $162 million settlement for the Settlement Class that secures significant monetary and non-monetary relief for approximately 200,000 current and former personal assistants who were paid through Public Partnerships, LLC ("PPL") as the statewide fiscal intermediary for services performed as part of CDPAP in New York City, Nassau County, Suffolk County, and/or Westchester county (collectively, "downstate personal assistants") at any time between March 1, 2025 and April 30, 2026 (hereafter, "Settlement Class Members").[1] To Plaintiffs' knowledge, the $162 million settlement is the largest private wage-and-hour class action settlement in the state, and among the largest achieved nationwide. In light of this excellent result, Plaintiffs move for approval of their attorneys' fees, case costs, settlement administration costs, and service awards.

BACKGROUND

The background of this case is detailed in Plaintiffs' briefs in support of preliminary and final approval, ECF Nos. 55-1 ("P.A. Br.") & 82-1 ("F.A. Br."), and thus not repeated here. The following background facts are relevant to this motion:

- The Settlement affords significant monetary and non-monetary relief to the Settlement Class. PPL shall pay at least $162,000,000 as a Total Guaranteed Recovery, covering two rounds of payments to Settlement Class Members; attorneys' fees, costs, and expenses; service awards, and settlement administration costs. *See* Agmt. ¶¶ 61-62.
- With respect to non-monetary relief, PPL agreed to end, as of April 30, 2026, the mandatory enrollment of personal assistants into the MEC plan. As a result, Settlement

[1] All capitalized terms have the meaning defined in the parties' Settlement Agreement. *See* Settlement Agreement ("Agmt."), Ex. A to Baran Decl. ISO Preliminary Approval, ECF No. 55-3 ("Baran P.A. Decl.").

Class Members will receive additional compensation valued at approximately $50 a month or $600 annually, for a total benefit to the Class of approximately $120 million over the next year, and $480 million over the remainder of PPL's contract. Baran P.A. Decl. ¶ 41. The total value of the monetary and non-monetary components is, accordingly, over $640 million.

- In addition, Settlement Class Members will no longer experience coordination of benefits problems due to having PPL's MEC insurance and other sources of insurance coverage. PPL also agreed to a process of forensic accounting of the Health Plan Account such that any additional funds remaining in that Account after April 30, 2027, will be paid to the Class. Agmt. ¶¶ 65 & 75–81 & P.A. Br. at 10–11.
- The Agreement provides that Plaintiffs may seek, from the Total Guaranteed Recovery: (1) *up to* $400,000 in litigation costs, excluding the Settlement Administrator costs; (2) up to 15% of the Total Guaranteed Recovery as attorneys' fees; (3) the costs of the Settlement Administrator; and (4) $15,000 service awards per Class Representative. Agmt. ¶¶ 67–69. These amounts will be paid as part of the first distribution. *Id.* ¶ 70.
- At the July 1, 2026, Preliminary Approval Hearing and in its Preliminary Approval Order issued later that day (ECF No. 58) ("P.A. Order"), the Court preliminarily certified the Settlement Class and preliminarily approved the class action settlement, finding it fair and reasonable. P.A. Order ¶¶ 1–2. The Court further found Katz Banks Kumin LLP ("KBK") and The Legal Aid Society ("LAS") well-qualified and appointed them as Class Counsel. *Id.* ¶ 3.
- The Court found Class Counsel's requested "[a]ttorney's fees are fair and reasonable, as they are limited to less than one sixth of the total recovery, and based on the substantial

litigation efforts by class counsel to date." 7/1/26 Hrg. Tr., ECF No. 59 ("Tr."), at 13:22-25; *see also id*. at 11:23-15 ("Plaintiffs' "attorneys seek under one sixth of the award, less than half the amount usually granted in similar cases, and the court finds that that's reasonable.").

- Throughout the litigation, Class Counsel represented Plaintiffs on a contingency fee basis, accepting the risk of a negative outcome, incurring significant litigation expenses, and turning down other litigation opportunities, including hourly-paying work. *See* Baran Fee Decl. ¶¶ 3-5.
- The Settlement Administrator sent notice of the settlement (including notice of the amounts of the service awards and class counsel's fees) by email and text message, with postcards sent to those whose emails bounced back and where no alternative email address was found through skip-tracing. *See* Decl. of Emily Aaland ¶¶ 11-19 ("Atticus Decl."), Ex. 1 to Baran F.A. Decl.
- As of today's date, no objections have been received, and a mere 36 individuals have opted out of the Class—representing approximately 0.02% of the total Settlement Class. *See* Atticus Decl. ¶¶ 29-30; Opt-Out List, Ex. 2 to Baran F.A. Decl.; Baran F.A. Decl. ¶ 14.

ARGUMENT

As provided for in the Settlement Agreement and for the reasons set forth below, the Court should grant Plaintiffs' motion and approve their reasonable attorneys' fees equal to 15% of the $162 million Total Guaranteed Recovery—i.e., $24,300,000; their case costs in the amount of $186,832.80; the payment to Atticus Administration of $450,000 for settlement administration costs; and service awards of $15,000 to each Class Representative. As the Court directed, Tr. 14:1–

3, Plaintiffs submit their contemporaneous time records with this application. *See* Baran Fee Decl. ¶ 8 & Ex. A; Cook-Mack Decl. ¶ 3 & Ex. A.[2]

The proposed attorneys' fees of 15% of the Total Guaranteed Recovery, which the Court already found presumptively reasonable, appropriately compensate Class Counsel for their substantial efforts necessary to achieve the excellent result obtained here. The proposed attorneys' fees also appropriately incentivize future parties and their counsel to pursue early settlements that deliver substantial settlement benefits expeditiously.

I. The Widely Accepted "Percentage of Fund" Method Should Be Used to Calculate Plaintiffs' Attorneys' Fees.

Courts routinely award class counsel a reasonable fee from a class settlement fund. *See Boeing Co. v. Van Gemert*, 444 U.S. 472, 478 (1980) ("a lawyer who recovers a common fund for the benefit of persons other than himself or his client is entitled to a reasonable attorney's fee from the fund as a whole."). In this Circuit, the reasonableness of a common fund fee award is governed by the *Goldberger* factors. *Goldberger v. Integrated Res., Inc.* 209 F.3d 43, 50 (2d Cir. 2000); *see In re CRM Holdings, Ltd. Sec. Litig.*, 634 F. App'x 59, 60 (2d Cir. 2016).

There are two general methods used in class actions to determine attorneys' fees: the "percentage of the fund" method and the "lodestar" method. "Percentage of the fund" has been favored within the Second Circuit for decades. *See, e.g.*, *Wal-Mart Stores, Inc. v. Visa U.S.A., Inc.*, 396 F.3d 96, 121 (2d Cir. 2005); *Flores v. CGI Inc.,* 2022 WL 13804077 at *10 (S.D.N.Y. Oct. 21, 2022) (collecting cases). Comparing the "percentage of the fund" method to the lodestar method, courts have noted that "the percentage method ... directly aligns the interests of the class

[2] Class Counsel have appropriately redacted the time records to protect client confidentiality, attorney work-product, and mediation privilege, as is typical for fee applications. Baran Fee Decl. ¶ 8 & Cook-Mack Fee Decl. ¶ 4; *see, e.g.*, *Wells Fargo Bank, NA v. Konover*, 2014 WL 3908596, at *13 (D. Conn. Aug. 8, 2014) (approving redactions from time records "for privilege reasons").

and its counsel and provides a powerful incentive for the efficient prosecution and early resolution of litigation." *Lee v. Springer Nature Am., Inc.*, 2025 WL 3523134 at *8 (S.D.N.Y. Dec. 9, 2025); *Fresno Cnty. Employees' Ret. Ass'n v. Isaacson/Weaver Fam. Tr.*, 925 F.3d 63, 71 (2d Cir. 2019) ("Once the parties have agreed to settle, the percentage-of-the-fund methodology serves as important motivation for counsel to maximize the class's recovery, and, a fortiori, counsel's fee.") (cleaned up).

II. The Goldberger Factors and the Reaction of the Class Support a "Percentage of Fund" Attorneys' Fees Award Equal to Fifteen Percent of the Total Guaranteed Recovery.

"'The *Goldberger* factors' ultimately determine the reasonableness of a common fund fee." *Wal-Mart Stores, Inc.*, 396 F.3d at 121. These factors are:

(1) the time and labor expended by counsel;
(2) the magnitude and complexities of the litigation;
(3) the risk of the litigation;
(4) the quality of representation;
(5) the requested fee in relation to the settlement; and
(6) public policy considerations.

Goldberger, 209 F.3d at 50.

Each *Goldberger* factor supports approving the requested fee, which constitutes 15% of the settlement amount (a total of $24,300,000), as does the reaction of the Class. The Court should accordingly grant final approval of the requested fee award, having already preliminarily approved the fees. Tr. at 13:22-25 & 11:23-15 (Plaintiffs' "attorneys seek under one sixth of the award, less than half the amount usually granted in similar cases, and the court finds that that's reasonable.").

1. Time and Labor Expended by Class Counsel

The original Complaint in this action was filed by Plaintiff Philip Calderon on April 25, 2025, with all Plaintiffs filing a First Amended Complaint shortly thereafter. The Parties then, after submitting dueling letters outlining anticipated motion practice, engaged in extensive negotiations

through private mediation, from September 2025 through June 2026. *See* Baran Fee Decl. ¶ 7. Negotiations involved three full day mediations, with two different mediators, multiple mediated calls, and a number of follow-up sessions. *See* Baran P.A. Decl. ¶ 123 & Baran Fee Decl. ¶¶ 7(d)-(f). Plaintiffs also worked with multiple experts to review and analyze complex and voluminous amounts of wage and benefits data, and to analyze sophisticated benefits issues. Baran P.A. Decl. ¶ 121. Negotiations concluded successfully with a signed Term Sheet on May 1, 2026, and a full Settlement Agreement on June 23, 2026 and motion for preliminary approval filed that same day. *See* Plaintiffs' Memorandum for Preliminary Approval ("Pls' P.A. Br."), ECF No. 55-1 at 7-8. Plaintiffs' preliminary approval motion was then approved from the bench. ECF Nos. 58–59. Following that, Plaintiffs briefed the issue of Defendant's proposal to send arbitration provisions to the Class during the notice period, successfully opposing that motion and winning a Rule 23(d) order preventing Defendant from sending arbitration provisions to the Class until after final approval. *See* ECF No. 75 (denying Defendant's motion and granting Plaintiffs' requested Rule 23(d) order). All told, Class Counsel have spent over 3,000 hours working on this case to date. *See* Baran Fee Decl. ¶ 65.

The significant time and labor expended by Class Counsel and the efficient resolution of the case due to the diligent efforts of Class Counsel support approving the fee request. "The percentage method better aligns the incentives of plaintiffs' counsel with those of the class members because it bases the attorneys' fees on the results they achieve for their clients, rather than on the number of motions they file, documents they review, or hours they work." *In re Payment Card Interchange Fee & Merch. Disc. Antitrust Litig.*, 991 F. Supp. 2d 437, 440 (E.D.N.Y. 2014); *see also In re Valeant Pharmas. Int'l, Inc. Sec. Litig.*, 2020 WL 3166456 at *15 (D.N.J. June 15, 2020); *Mangahas v. Eight Oranges Inc.*, 2025 WL 3033658 at *15 (S.D.N.Y.

Oct. 30, 2025) ("this case was efficiently settled by the parties and that had it gone to trial, Class Counsel's fees would have increased substantially.").

Accordingly, the time and labor expended by Class Counsel support the fees sought in this matter.

2. Magnitude and Complexities of the Litigation

This case involves complex questions of law and fact. The Settlement provides both monetary and non-monetary value to approximately 200,000 Class members, including a $162 million common fund from which direct payments will be made, as well as significant non-monetary relief. *See* F.A. Br. at 4–5 (describing the monetary and non-monetary relief). To Plaintiffs' knowledge, the $162 million settlement is the largest private wage-and-hour class action settlement in New York history, and among the largest wage-and-hour class settlements achieved nationwide. Plaintiffs achieved this result while limiting overall case expenses by reaching an early settlement. "Unquestionably, continued litigation would be complex and result in the significant expenditure of time, money, and other resources." *Caccavale v. Hewlett-Packard Co.*, 2025 WL 882220 at *7 (E.D.N.Y. Mar. 14, 2025), *report & recommendation adopted,* 2025 WL 882221 (E.D.N.Y. Mar. 21, 2025). Continued litigation would have required, among other things, depositions of all parties and key witnesses, document productions, and expert fees—particularly for data and damages experts—that would have significantly increased costs to class members. *See* F.A. Br. at 17-18.

FLSA claims like those asserted here are understood to require the expenditure of significant resources to litigate. *See Beckman v. KeyBank, N.A.*, 293 F.R.D. 467, 479 (S.D.N.Y. 2013). New York Labor Law claims are similarly complex. This case also involved novel legal issues under the New York's Home Care Worker Wage Parity Act ("WPA"), N.Y. Pub. Health L. § 3614-C, which, as noted below, is a relatively new statute containing questions of law that have

not been fully litigated. As a result, Class Counsel conducted significant research, analysis and original briefing on the WPA. *See* Baran Fee Decl. ¶¶ 11, 84 & Pls.' Final Approval Br. at 17-18.

The novel and complicated and mixed questions of law and fact under both federal and state laws, coupled with the unusually large class of workers, easily satisfies this *Goldberger* factor. *See, e.g.*, *Mangahas*, 2025 WL 3033658 at *11; *Hernandez v. Between the Bread 55th Inc., et al.*, 2021 WL 12279220 at *4 (S.D.N.Y. Aug. 16, 2021).

Accordingly, the magnitude and complexity of this case supports the requested fee award.

3. Risk of the Litigation

Class Counsel undertook this matter on a contingency basis, including by advancing substantial costs, and facing the real risk of nonpayment given the novel and contested nature of the claims and Defendants' steadfast defense. Baran Fee Decl. ¶¶ 3-4, 11. Class Counsel also faced significant risks in tackling this unique and important case.

"Courts of this Circuit have recognized the risk of litigation to be perhaps the foremost factor to be considered in determining the award of appropriate attorneys' fees." *Taft v. Ackermans,* 2007 WL 414493 at *10 (S.D.N.Y. Jan.31, 2007) (quotations omitted). "Class and collective wage and hour cases of this type are, by their very nature, complicated and time-consuming. Any lawyer undertaking representation of large numbers of affected employees in such actions inevitably must be prepared to make a tremendous investment of time, energy, and resources." *Tiro v. Pub. House Invs., LLC*, 2013 WL 4830949 at *13–14 (S.D.N.Y. Sept. 10, 2013) (cleaned up). "[D]espite the most vigorous and competent of efforts, success is never guaranteed." *Taft*, 2007 WL 414493 at *10; *see also Tiro*, 2013 WL 4830949 at *13–14 ("Due also to the contingent nature of the customary fee arrangement, lawyers are asked to be prepared to make this investment with the very real possibility of an unsuccessful outcome and no fee of any kind.") (cleaned up).

This case involved significant additional risk due to the novel nature of the class claims brought under the WPA. The WPA creates a complex prevailing wage-like standard and contains requirements that have yet to be fully litigated. Not only was the statute novel, but the claims were too. Baran Fee Decl. ¶¶ 11, 84. Plaintiffs' action thus involved substantial risk in light of the novel, untested nature of these claims. *Id.*; *see also Moore v. Rubin*, 766 F. Supp. 3d 423, 432 (E.D.N.Y. 2025) (recognizing risk inherent in taking on untested legal theories).

Class Counsel undertook to prosecute this action without any assurance of payment for their services, litigating this case on a wholly contingent basis in the face of significant risk. There was no guarantee of any recovery whatsoever; if this case had been dismissed on summary judgment, trial or appeal, Class Counsel would have received no payment for their work. Baran Fee Decl. ¶ 4. These risks were particularly significant for Katz Banks Kumin which declined other fee-generating work in taking on the risks of this litigation here. Baran Fee Decl. ¶¶ 5, 11, 35. The risks were also significant for Legal Aid, which as a nonprofit law office has limited resources with which to advance its mission to serve indigent clients in civil legal matters. Time dedicated to this case diverted resources from other efforts.

Accordingly, the significant risk that Class Counsel took on to represent Plaintiffs and the Class in this matter supports the award of the requested attorneys' fees.

4. Quality of the Representation

Class Counsel are highly experienced in class action and employment litigation. Baran Fee Decl. ¶¶ 9, 18-20, 37-40; Tr. 13:6–10 ("Plaintiffs' counsel . . . have significant class action and employment law experience and are well qualified to serve as class counsel[.]").

Through their experience, robust data-production and analysis, and an extensive negotiation process between the parties that spanned three mediations and additional months of negotiations, Class Counsel were able to achieve exceptional and efficient relief for the Class

without the need for excessive litigation. "Courts have viewed counsel's experience in wage and hour cases as directly responsible for a favorable settlement." *Beckman*, 293 F.R.D. at 481; *Frank v. Eastman Kodak Co.*, 228 F.R.D. 174, 189 (W.D.N.Y. 2005) (citing plaintiffs' counsel's experience in awarding 40% of the fund); *Anwar v. Fairfield Greenwich Ltd.*, 2012 WL 1981505 at *2 (S.D.N.Y. June 1, 2012) (listing class counsel's extensive experience as a factor supporting fee award). Furthermore, "[t]he quality of the opposition should be taken into consideration in assessing the quality of the plaintiffs' counsel's performance." *In re MetLife Demutualization Litig.*, 689 F. Supp. 2d 297, 362 (E.D.N.Y. 2010). That Class Counsel achieved an exceptional result in the face of formidable legal opposition "provides further evidence of the quality of their work." *Maley v. Del Glob. Techs. Corp.*, 186 F. Supp. 2d 358, 373 (S.D.N.Y. 2002); *see also In re Marsh ERISA Litig.*, 265 F.R.D. 128, 148 (S.D.N.Y. 2010) ("The high quality of defense counsel opposing Plaintiffs' efforts further proves the caliber of representation that was necessary to achieve the Settlement.").

The exceptional quality of representation weighs in favor of approval of the requested fee.

5. The Requested Fee in Relation to the Settlement

Here, Plaintiffs seek 15%, or one sixth of the Total Guaranteed Recovery, in fees. That is reasonable in relation to the overall $162 million settlement because it is less than half of percentage of the fees typically approved in cases in this Circuit,[3] as the Court previously found at the preliminary approval hearing. Tr. at 11:23-15 ("Plaintiffs' "attorneys seek under one sixth of

[3] Courts in this Circuit have repeatedly recognized that fees equal to one-third of the common fund are typical in common fund cases. *See, e.g.*, *Meredith Corp. v. SESAC, LLC*, 87 F. Supp. 3d 650, 659 (S.D.N.Y. 2015) ("[I]n numerous common fund cases, fees have been awarded that represent one-third of the settlement fund.") (collecting cases); *Kelwin Inkwel, LLC v. PNC Merch. Servs. Co., L.P.*, 2022 WL 3127633 at *4 (E.D.N.Y. Apr. 12, 2022) (collecting cases); *Flores v. CGI Inc.,* 2022 WL 13804077 at *10 (S.D.N.Y. Oct. 21, 2022) (collecting FLSA collective action cases); *Tiro v. Pub. House Invs., LLC*, 2013 WL 4830949 (S.D.N.Y. Sept. 10, 2013) (collecting cases, finding that fees of one-third of settlement in wage-and-hour cases are routine).

the award, less than half the amount usually granted in similar cases, and the court finds that that's reasonable.").

The fees sought are also reasonable when viewed in relation to the overall $640 million value of the settlement to the class, *see supra* BACKGROUND & Baran P.A. Decl. ¶ 41. As compared to that combined value of monetary and non-monetary relief, the $24.3 million attorneys' fee represents only 3.79% of the Settlement's total value to the Settlement Class. And that value does not account for other harder-to-quantify benefits, such as Settlement Class Members no longer facing coordination-of-benefits issues that leave them with denied medical claims and, potentially, large medical bills. The Second Circuit has affirmed the reasonableness of including the non-monetary benefits of a settlement when assessing the fee in relation to the settlement. *See Kurtz v. Kimberly-Clark Corp.*, 142 F.4th 112, 119–20 (2d Cir. 2025) ("So long as the proportion of the total recovery that goes to attorney's fees is compared to the proportion of relief provided for the class, whether that be the actual, hypothetical, or predicted class recovery, Rule 23(e)(2)(C)(iii) is satisfied.") (cleaned up); *see also Moreno v. Deutsche Bank Americas Holding Corp.*, 2019 WL 13525007 at *2 (S.D.N.Y. Mar. 7, 2019) ("Considering the non-monetary benefits and relief created by counsel's efforts is important because it encourages attorneys to obtain meaningful affirmative relief.") (citing *Torres v. Gristede's Op. Corp.*, 519 F. App'x 1, 5 (2d Cir. 2013)).

Accordingly, the reasonableness of the requested fees in relation to the settlement weighs in favor of the fee award sought in this matter, which represents only 3.79% of the total combined value of the Settlement's monetary and non-monetary components.

6. Public Policy Considerations

In rendering awards of attorneys' fees, "the Second Circuit and courts in this district also have taken into account the social and economic value of class actions, and the need to encourage

experienced and able counsel to undertake such litigation." *In re Sumitomo Copper Litig.*, 74 F.Supp.2d 393, 399 (S.D.N.Y.1999). This case, in which Plaintiffs represent a class of roughly 200,000 low-income workers who provide necessary care services to some of the state's most vulnerable members, and who brought claims against the state-contracted operator of a government Medicaid program, is one of clear economic and social value. As Plaintiffs' First Amended Complaint in this case explained, the alleged violations threatened the livelihoods of Settlement Class Members and the continuity of care for tens of thousands of disabled and indigent consumers who rely on CDPAP for critical healthcare services. *See* FAC ¶¶ 99-102 ("Many personal assistants live paycheck to paycheck and cannot afford to work without a guarantee of timely payment. Personal assistants who cannot afford to work for free have begun to leave the program . . . Consumers are increasingly experiencing interruptions in their personal care services as PPL's mismanagement of the program continues . . . in the wake of PPL's mismanagement of personal assistants' wages, approximately 75,000 Consumers have left the CDPAP program and must find care elsewhere through the agency system, according to a public filing by the state. That has serious consequences for Consumers' health and well-being.").

State and federal labor law relies upon private enforcement actions paid for through attorneys' fee awards to ensure compliance with the law. "The FLSA and the NYLL are remedial statutes designed to protect the wages of workers…Adequate compensation for attorneys who protect those rights by taking on such litigation furthers the remedial purpose of those statutes. If not, wage and hour abuses would go without remedy because attorneys would be unwilling to take on the risk." *Tiro*, 2013 WL 4830949 at *15 (citations omitted); *Beckman*, 293 F.R.D. at 481 ("The remedial purposes of these statutes require adequate compensation for attorneys who protect those rights."). Public policy supports the payment of adequately compensatory fees to ensure the private

bar serves its role in enforcing our labor laws, particularly for low-wage workers who are critical to the functioning of our healthcare system. *See* J. Maria Glover, *The Structural Role of Private Enforcement Mechanisms in Public Law*, 53 WM. & MARY L. REV. 1137, 1150 & n.42 (2012) (discussing role of private enforcement in design of FLSA); *In re MetLife Demutualization Litig.*, 689 F. Supp. 2d 297, 356 (E.D.N.Y. 2010) ("Generous fee awards in cases such as this serve the dual purpose of encouraging plaintiffs' attorneys to act as private attorneys general and discouraging wrongdoing.") (cleaned up).

Here, Class Counsel successfully negotiated a settlement that obtains significant monetary relief for the Class Members and has resulted in new policies within PPL—such as the end of the mandatory MEC Health Plan—that will benefit the Class for the duration of PPL's contract with the state. *See* Pls.' F.A. Br. 15-16. Public policy weighs in favor of rewarding Class Counsel for "pursu[ing] the best possible result for the Class and not punish[ing] counsel for negotiating an advantageous settlement on behalf of the Class at the early stages of the litigation." *In re Valeant Pharmas.*, 2020 WL 3166456 at *15. The public policy considerations here include the fact that the Settlement ensures that Class Members will be paid relatively quickly, instead of waiting years to get paid while litigation plays out. *See* Baran P.A. Decl. ¶ 51-52 (noting that many Settlement Class Members live paycheck to paycheck, earning an average of $644 weekly for their work with PPL). Fee awards like that sought by Plaintiffs incentivize not only plaintiffs and class counsel to pursue early settlement, but also defendants—who may otherwise avoid settlement discussions based on a misconception that plaintiffs' counsel will be uninterested in early settlement due to a potentially lower fee award. And public policy also supports encouraging early resolution as it reduces potentially burdensome motion practice that can limit judicial resources for other matters. *See, e.g.*, *Maley*, 186 F. Supp. 2d at 373 ("A prompt and efficient attorney who achieves a fair

settlement without litigation serves both his client and the interests of justice. In the context of a complex class action, early settlement has far reaching benefits in the judicial system.") (cleaned up).

In other words, appropriately-compensatory fee awards, like the one sought here, benefit everybody involved in class action litigation—plaintiffs and their counsel, defendants and their counsel, and the judicial system.

These public policy considerations accordingly weigh in favor of Plaintiffs' fee request.

III. The Positive Reaction of the Class and the Lack of Objections.

In addition to the *Goldberger* factors, courts have long considered class members' evaluation of the proposed fees for the representation they received, as measured by objections received. *See, e.g., Voisin v. Bartell Media Corp.*, No. 76 CIV. 3954, 1982 WL 1359 at *7 (S.D.N.Y. Dec. 2, 1982) ("The lack of objection to the proposed settlement and application for attorneys' fees by plaintiff's counsel suggests that the members of the class were satisfied with the settlement and found it fair and reasonable."); *Landmen Partners Inc. v. Blackstone Grp. L.P.*, 2013 WL 11330936 at *3 (S.D.N.Y. Dec. 18, 2013) ("the absence of any objections from any Class Members to either the application for an award of attorneys' fees or expenses to Lead Counsel" supports finding the amount of attorneys' fees awarded fair and reasonable).

After a notice to the Settlement Class that clearly laid out the attorneys' fees that would be sought by Class Counsel, there were no objections, including to the amount of fees and costs Plaintiffs intended to seek, Baran F.A. Decl., ¶ 15. Class Counsel received a miniscule number of opt-outs representing a fractional 0.02% of the Class. And in the information sessions at which Class Counsel presented about the settlement, no questions or objections concerning Class Counsel's attorneys' fees were raised. Baran F.A. Decl. ¶¶ 26, 28.

This positive reaction weighs strongly in favor of approval of the requested fee. *In re Sinus Buster Prods. Consumer Litig.*, 2014 WL 5819921 at *9, *18 (E.D.N.Y. Nov. 10, 2014); *see also Sewell v. Bovis Lend Lease, Inc.*, 2012 WL 1320124 at *10 (S.D.N.Y. Apr. 16, 2012) (lack of objections "lend[s] support for approval of the award."); *NECA-IBEW Health & Welfare Fund v. Goldman, Sachs & Co.*, 2016 WL 3369534 at *1–2 (S.D.N.Y. May 2, 2016) (awarding requested fees and costs in part because there were no objections to same). The lack of objections and positive reaction of the class weighs in favor of granting the fee request.

IV. An Optional Lodestar Cross Check, Though Unnecessary Here, Supports The Requested Award.

1. An Optional Lodestar Cross Check is Unnecessary Here.

As noted in Part I, the Court should evaluate an award of attorneys' fees in this case using the Percentage of Fund method. As an additional step, the Court may—but is not required to—conduct a lodestar cross-check to evaluate the percentage of fees against the amount of attorneys' fees when calculated under the lodestar method to determine whether the percentage is reasonable. *Goldberger*, 209 F.3d at 50; *see Bredbenner v. Liberty Travel, Inc.*, 2011 WL 1344745 at *21, (D.N.J. Apr. 8, 2011) ("The crosscheck is performed by calculating the 'lodestar multiplier.'"). A lodestar cross-check is not required by the Second Circuit. *See* Newberg & Rubenstein on Class Actions § 15.97 ("The Second Circuit makes a lodestar cross-check discretionary[.]") (citing *Goldberger*, 209 F.3d at 50); *see also id.* at § 15.89 (courts conduct a lodestar cross-check in only about half of percentage fund cases). A cross-check is unnecessary in this case.

Courts have "recognized that a lodestar cross check need not be performed where plaintiff's counsel achieves a significant result through an early settlement." *Rankin v. Am. Greetings, Inc.*, 2011 WL 1239039 at *2 (E.D. Cal. July 6, 2011); *see Glass v. UBS Fin. Servs., Inc.*, 2007 WL 221862 at *16 (N.D. Cal. Jan. 26, 2007) ("Under the circumstances presented here, where the early

settlement resulted in a significant benefit to the class, the Court finds no need to conduct a lodestar cross-check."), *aff'd*, 331 F. App'x 452 (9th Cir. 2009); *Lopez v. Youngblood*, 2011 WL 10483569 at *14 (E.D. Cal. Sept. 2, 2011) (declining to conduct cross-check for same reasons). Similarly, courts have declined to conduct cross-checks where other circumstances weigh in favor of the proposed settlement, such the absence of any objections as is the case here. *See, e.g.*, *Desantis v. Snap-On Tools Co., LLC*, 2006 WL 3068584 at *10 (D.N.J. Oct. 27, 2006) (finding that the size of the common fund, large number of class members benefitting, lack of objections to the requested attorneys' fees, and the fee award's falling below the norm of fees awarded in similar cases as factors rendered a lodestar cross-check unnecessary.); *Farrell v. Bank of Am. Corp., N.A.*, 827 F. App'x 628, 631 (9th Cir. 2020) (upholding a fee award of 21% of the common fund and finding a lodestar cross-check unnecessary where it was difficult to measure the value of the injunctive relief provided by the settlement).

Given that Class Counsel achieved a significant result through an early settlement that has resulted in a massive benefit to the class, the inherent reasonableness of the percentage award (as it is less than half the award typically awarded and represents less than 4% of the total value of the settlement's monetary and non-monetary components), and the complete lack of objections, the Court need not conduct an optional lodestar cross-check here.

2. The Fees Sought are Also Reasonable if the Court Conducts an Optional Lodestar Cross Check.

If the Court does choose to perform an optional lodestar cross check,[4] the results support the attorneys' fees award sought in this case.

[4] To the extent the Court chooses to conduct a cross-check and calculate the lodestar multiplier, the multiplier alone should not outweigh the results of the *Goldberger* analysis. *City of Southfield v. Hayward Holdings, Inc.*, 2026 WL 2185221, at *40–41 (D.N.J. July 28, 2026) ("lodestar multipliers do not 'trump the primary reliance on the percentage of common fund method.'") (quoting *In re Rite Aid Corp. Sec. Litig.*, 396 F.3d 294, 305–07 (3d Cir. 2005)).

Where the lodestar is calculated only as a cross check on the percentage, courts generally conduct only an abridged lodestar analysis. *Goldberger*, 209 F.3d at 50 ("Of course, where used as a mere cross-check, the hours documented by counsel need not be exhaustively scrutinized by the district court."); *Kornell v. Haverhill Retirement Sys.*, 790 F. App'x 296, 298–99 (2d Cir. 2019) (same); *In re Rite Aid Corp. Securities Litigation*, 396 F.3d 294, 306–07 (3d Cir. 2005), as amended, (Feb. 25, 2005) (noting that the "lodestar cross-check calculation need entail neither mathematical precision nor bean-counting"); *O'Brien v. Brain Rsch. Labs, LLC*, No. 12-CV-204 (FSH) (PS), 2012 WL 3242365 at *23 (D.N.J. Aug. 9, 2012) ("This cross-check calculation does not require mathematical precision, or a 'full-blown lodestar inquiry.'") (citation omitted); *In re Citigroup Inc. Bond Litig.*, 988 F. Supp. 2d 371, 376 (S.D.N.Y. 2013) ("[B]ecause the lodestar is being used merely as a cross-check, it is unnecessary for the Court to delve into each hour of work that was performed by counsel to ascertain whether the number of hours reportedly expended was reasonable.") (cleaned up).

Courts regularly approve percentage awards where the calculated lodestar multiplier is "up to eight times the lodestar, and in some cases, even higher multipliers." *Ying v. All-Ways Forwarding of N.Y. Inc.*, 2025 WL 968586 at *15 (E.D.N.Y. Mar. 31, 2025) (cleaned up). Courts in this Circuit and beyond have approved multipliers over 10, including multipliers as high as 15.6 to 18.15. *See* Ex. C to Baran Fee Decl., *In re Doral Financial Corp. Securities Litigation*, No. 05-cv-04014-RO at 5 (S.D.N.Y. Jul. 17, 2007) (approving 10.26 multiplier); Ex B to Baran Fee Decl., *Taylor v. Trusted Media Brands, Inc.*, No. 7:16-CV-1812 (KMK), Tr. of Approval Hrg., at 18:4–17 (S.D.N.Y. Jan. 31, 2018) (approving 11.7 multiplier); *Lloyd v. Navy Federal Credit Union*, Case No. 3:17-cv-01280-BAS-RBB (S.D. Cal. 2019) (approving 10.96 multiplier); *Stop & Shop Supermarket Co. v. SmithKline Beecham Corp.*, 2005 WL 1213926 at *18 (E.D. Pa. May 19, 2005)

(approving 15.6 multiplier); *Perez v. Rash Curtis & Assocs.*, 2020 WL 1904533 at *21 (N.D. Cal. Apr. 17, 2020) (finding and approving multipliers of 13.42, 15.42, and 18.15 as they were within the surveyed acceptable range); *Vidrio v. United Airlines, Inc.*, 2023 WL 11932248 at *11 (C.D. Cal. June 29, 2023) (approving multiplier of 15);*In re Mercedes-Benz Emissions Litigation*, 2021 WL 7833193 at *16 (D.N.J. Aug. 2, 2021) ("Courts in this Circuit and elsewhere have approved large multipliers, when appropriate, in a range exceeding 10.") (collecting cases).

Here, if the Court conducts a lodestar cross-check, it will find that Class Counsel's requested fees are reasonable. Class Counsel's hours expended on this matter, based on current billing rates in non-contingency matters and LAS's internal fee schedule rates for lodestar-based applications, result in a lodestar of $2,028,907.50.[5] Baran Fee Decl. ¶ 66 (breakdown by timekeeper) & Ex. A (KBK time records); Cook-Mack Decl. Ex. A (LAS time records). Over the course of 3,024.7 hours, Class Counsel investigated potential claims; communicated regularly and frequently with the Class Representatives; conducted legal research; prepared for, briefed, and attended three mediations with two different mediators; negotiated a 40-page settlement agreement; prepared and filed the collective and class action complaint; negotiated approval from the Department of Health for release of data by PPL; briefed and filed the motion for preliminary

[5] The billing rates used in calculating this lodestar are KBK's current billing rates for hourly-paying clients, and LAS's fee schedule rates for lodestar fee petitions. *See* Baran Fee Decl. ¶¶ 66, 21–34, 43–63; Cook-Mack Decl. ¶ 5. These are reasonable under Second Circuit law, based on the evidence submitted with this motion. *See Farbotko v. Clinton Cnty. of New York*, 433 F.3d 204, 208 (2d Cir. 2005) (reasonableness of rates determined based on evidence submitted, not mere recycling of prior cases). They are also reasonable given the novel nature of the WPA claims here. *See Moore*, 766 F. Supp. 3d at 432 (on a lodestar application, awarding higher rates given novel and untested nature of statute at issue in case).

Importantly, the Court need not make any finding as to the rates utilized in the cross-check calculation to approve the requested percentage fee. *See, e.g.*, *Miclat v. Advanced Care Staffing, LLC et al.*, No. 23-cv-5296 (NRM)(MMH) (E.D.N.Y.), Final Approval Order (approving fees without discussing cross-check or rates); *Hayman v. Mastercard, Inc.*, No. 7:25-cv-00340, Order Granting Final Approval, ECF No. 27 ¶ 12 (S.D.N.Y. Aug. 1, 2025) (same). As noted above, the percentage of the fund sought is still under half the amount typically awarded in wage and hour class actions, and the percentage sought does not result in a windfall or disproportionate fee award to Class Counsel, given the historically large settlement and excellent relief achieved here.

approval; briefed opposition to PPL's proposed rollout of arbitration agreements during the class notice period; retained and worked with data experts to analyze and assess damages based on PPL records, including repeated meetings with those experts and PPL representatives; retained settlement administrator following a competitive bidding process, ultimately saving the class over $100,000 in settlement administration fees; worked with the settlement administrator to field inquiries from class members; participated in four information sessions (in both English and Spanish) with approximately 2,800 attendees to answer frequently asked questions about the Settlement; retained and held recurring meetings with Stout, the mutually agreed-upon independent accounting firm, to oversee the forensic accounting of PPL's PTO and MEC funds; and briefed and filed motion for final approval of the class action settlement. *See* Baran Fee Decl. ¶ 7.

Dividing the proposed fee award by the total lodestar results in a multiplier of 11.98. Baran Fee Decl. ¶ 67. And as explained in counsel's accompanying declaration, a lodestar that uses market-adjusted rates for Legal Aid counsel would be lower, 9.2. *Id*. ¶ 72. While these are at the higher end of lodestar multipliers approved, they are within the range of acceptable multipliers. *See Taylor* at 18:4–17 (S.D.N.Y.), Ex. B to Baran Fee Decl. (approving 11.7 multiplier); *In re Doral*, No. 05-cv-04014-RO, ECF No. 107 at 5 (10.26 multiplier); *Stop & Shop Supermarket Co.*, 2005 WL 1213926, at *18 (granting $20 million fee award equal to 20% of $100 million common fund, which yielded a "high lodestar multiplier" of 15.6, noting that this multiplier was justified by, *inter alia*, the "early and excellent result in an extremely complex and risky case" and the lack of objections to the fee award);; *Perez v. Rash Curtis & Associates Perez*, 2020 WL 1904533 at *21 (considering multipliers of 13.42, 15.42, and 18.15 and finding them within reasonable range courts approve);; *Vidrio*, 2023 WL 11932248 at *11 ("Comparing the lodestar with the requested

fee, the resulting multiplier is approximately 15. . . . The Court finds that Class Counsel has achieved an extraordinary result, which justifies their attorneys' fees request and the exceptional lodestar multiplier.").

The multiplier of 11.98 and the market-adjusted multiplier of 9.2 are also reasonable in light of the exceptional result Class Counsel achieved early in the litigation. *See Beckman*, 293 F.R.D. at 482 (in upholding a lodestar multiplier, noting that "[w]hile this multiplier is near the higher end of the range of multipliers that courts have allowed, this should not result in penalizing plaintiffs' counsel for achieving an early settlement, particular where, as here, the settlement amount is substantial.").

The $162 million Total Guaranteed Recovery is, on its own, an extraordinary recovery—the highest known for a wage-and-hour class action in this state or Circuit, and one of the highest achieved nationwide. It is larger than the combined wage-and-hour violation recoveries, in 2025, of the New York State Department of Labor, the New York State Attorney General, and the New York City Department of Consumer and Worker Protection (DCWP).[6] It is also larger than the recent high-profile DCWP DoorDash settlement, which covered four years of violations. *See* Press Release, *Mayor Mamdani Wins Record $131.5 Million From DoorDash for Delivery Workers*

[6] *See* Press Release, Office of the Governor (Apr. 23, 2026), https://www.governor.ny.gov/news/fighting-new-yorkers-governor-hochul-announces-2377-million-recovered-new-yorkers-2025 (NYS Department of Labor recovered $35 million in unpaid wages in 2025); N.Y.C. Dep't of Consumer & Worker Protection, *Worker Protection Metrics* at Table 4 (Worker Protection Restitution & Penalties, 2025), https://www.nyc.gov/assets/dca/downloads/pdf/workers/Worker-Protection-Data-2025.pdf (NYC Department recovered $44.4 million in restitution for violations of city pay standards); N.Y.S. Att'y Gen., *Advocacy & Enforcement* (accessed Oct. 19, 2026), https://ag.ny.gov/libraries-documents/advocacy-and-enforcement-actions?name=&bundle=settlements_agreements&field_settlements_agreements_typ_target_id=All&field_library_bureau_target_id=171&field_library_hubs_target_id=All&field_library_date_value%5Bmin%5D=2025-01-01&field_library_date_value%5Bmax%5D=2026-01-01&sort_bef_combine=field_library_date_value_DESC (search of all settlements in 2025 by Labor Bureau returns seven settlements totaling $65.39 million in wages recovered).

(Sept. 22, 2026), https://www.nyc.gov/mayors-office/news/2026/09/mayor-mamdani-wins-record--131-5-million-from-doordash-for-deliv.

But the total value of the settlement, when including non-monetary relief, is approximately $640 million—meaning that the total fee award is equivalent to 3.79% of the total settlement value. *See supra* Pt. II.5. Class Counsel's work in achieving this result—the highest known for a wage-and-hour class action in this state or Circuit—should be appropriately recognized. *See Stop & Shop*, 2005 WL 1213926, at *17–18; *see also Herrera v. Cnty. of Los Angeles*, 2026 WL 507909, at *2 (C.D. Cal. Feb. 23, 2026) ("Higher multipliers are especially appropriate where, as here, targeted litigation results in early settlement with excellent benefits to the class."); *Vidrio*, 2023 WL 11932248, at *11 ("The unprecedented results achieved by Class Counsel in this case . . . must be recognized.").

A reduction based on the multiplier after counsel has achieved a settlement of this magnitude would, by contrast, discourage future class action litigation under remedial statutes like the NYLL and the WPA. Courts have recognized the deterrent effect such a reduction would have on early settlement efforts. *See Aguilar Auto Repair, Inc. v. Wells Fargo Bank, N.A.*, 2025 WL 1753509, at *10 (N.D. Cal. May 23, 2025) ("Reducing their award because Class counsel settled quickly would punish counsel for a strong and efficient result."); *see also Taylor*, Tr. at 18:6–11 ("Indeed, there's a pretty healthy multiplier here about 11.7 times when looking at the one-third percentage. But a high multiplier should not result in penalizing the plaintiffs' counsel for achieving an early settlement, particularly where as here the settlement amount was substantial.") (cleaned up). It would have a particularly chilling effect for large classes of low-paid workers like the Class here—or, in the alternative, encourage attorneys to needlessly draw out class action litigation. That would run contrary to the remedial goals of the relevant statutes, Rule 23, and the

interests of federal courts in overseeing class litigation. *See Am. Pipe & Const. Co. v. Utah*, 414 U.S. 538, 553 (1974) ("the efficiency and economy of litigation [ ] is a principal purpose of the [class action] procedure."); *Guippone v. BH S & B Holdings, LLC*, 2011 WL 5148650 at *12 (S.D.N.Y. Oct. 28, 2011) ("Fair compensation for attorneys who take on such litigation furthers the remedial purpose of such statutes. Moreover, awarding Class Counsel's requested percentage of the fund encourages prompt and efficient resolution of class litigation such as this.").

Finally, the calculated multiplier overstates the true multiplier in this case because, as noted above, Class Counsel will spend many additional hours working towards the final resolution of this action beyond the time summarized here. Baran Fee Decl. ¶¶ 73-74. The time that will need to be expended will go beyond the time required in a typical case because the settlement structure anticipates an additional analysis of the MEC funds and the issuance of settlement awards in two separate payments. Baran Fee Decl. ¶ 73. Accordingly, Class Counsel will have to continue to work through at least May 2027 on the Additional MEC Fund issues. *Id.* A further-adjusted multiplier that accounts for this future work would be 8.85, which is also reasonable.[7] *See Perez*, 2020 WL 1904533 at *21 (considering adjusted multipliers of 13.42, 15.42, and 18.15 based on future litigation hour scenarios and finding them reasonable, noting that "it is appropriate for a court to consider future hours in a lodestar crosscheck."); *see also In re Volkswagen "Clean Diesel" Litig.*, 746 F. App'x 655, 659 (9th Cir. 2018) (district court reasonably concluded future time would be required to implement settlement, so inclusion of projected time in lodestar cross-check was not error).

[7] Class Counsel conservatively estimates that this future work would involve at least 5 hours a week, for a total 140 hours of additional time over the next seven months. Baran Fee Decl. ¶ 74. The lodestar for that future work, based on a blended market rate of all timekeepers, would reduce the multiplier even further, to 8.85. *Id.*

In sum, the multipliers also support Class Counsel's requested attorneys' fees. For this additional reason, Class Counsel's fee request is reasonable and should be approved.

V. Plaintiffs' Requested Attorneys' Fees are Also Reasonable Under *Cheeks*

"Where attorneys' fees are included as part of an FLSA settlement agreement, courts are required to 'evaluate the reasonableness of the fees and costs'" as part of a *Cheeks* review. *Juarez v. Cent. Yetev Lev D'Satmar Meat, Inc.*, 2026 WL 388675 at *5 (E.D.N.Y. Jan. 9, 2026) (citing *Cheeks v. Freeport Pancake House, Inc.*, 796 F.3d 199 (2d Cir. 2015)). Fee requests of one-third of the settlement amount are routinely approved in this Circuit in FLSA cases. *See, e.g.*, *Juarez*, 2026 WL 388675 at *5 (collecting cases); *see also supra* Pt. II.5 & n.2. And in these cases, courts also generally do not conduct a lodestar cross check. *See de Mercado v. Pikasso Empanadas y Mas Inc.*, 2026 WL 2455260 at *2–3 (S.D.N.Y. Aug. 21, 2026) (collecting cases).

As detail above, Class Counsel request less than half of the usual third. As such, the request for attorneys' fees is also reasonable under *Cheeks*.

VI. Plaintiffs' Counsel's Reasonable Expenses, and the Administrator's Expenses, Should Be Approved.

1. Mediation and Litigation Costs

"Counsel is entitled to reimbursement from the common fund for reasonable litigation expenses." *In re Merrill Lynch & Co., Inc. Research Reports Sec. Litig.,* 246 F.R.D. 156, 178 (S.D.N.Y. 2007); Fed. R. Civ. P. 23(h). Plaintiffs seek reimbursement of Class Counsel's litigation costs in the total amount of $186,832.80. These costs consist of the following:

CATEGORY	AMOUNT
Damages & Data Expert Services (David Breshears, Hemming Morse)	$119,519.75
Mediation Fees (JAMS)	$53,873.75
Case Filing Fee	$405.00
Transcripts	$37.70

Research/Purchase Legislative Histories	$670.00
Cost of Translating Notices	$11,489.74
Client Travel	$179.66
Research/PACER document retrieval fees	$17.20
Interpreter costs	$640.00
Total Case Costs	**$186,832.80**

Baran Fee Decl. ¶ 85 (detailing the expenses). These expenses were reasonably necessary to prosecute this case, and "were advanced or incurred collectively while prosecuting the case. The lion's share of these expenses was for experts… and mediation… both critically important to this litigation. Courts routinely award such costs." *In re Colgate-Palmolive Co. ERISA Litig.*, 36 F. Supp. 3d 344, 353–54 (S.D.N.Y. 2014); *see also Tuteur v. Metro. Opera Ass'n, Inc.*, 2025 WL 950995 at *8 (S.D.N.Y. Mar. 27, 2025); *Copley v. Bactolac Pharm., Inc.*, 2023 WL 4490286 at *4 (E.D.N.Y. May 23, 2023).

Accordingly, the Court should grant Plaintiffs' request to reimburse Class Counsel their expenses that were reasonable and appropriately incurred in the prosecution of this case.

2. Costs of Settlement Administration

The Settlement Agreement provides that Class Counsel shall "in their Fee Petition seek approval of the costs of the Settlement Administrator. At the time of executing this Agreement, the Parties anticipate these costs will not exceed $450,000." Agmt. ¶ 68. These costs do not exceed the amount anticipated in the Settlement Agreement and are less than 0.28% of the Total Guaranteed Recovery.

These expenses are reasonable settlement administration costs for class actions of this size, which courts routinely approve. *See, e.g.*, *Copley*, 2023 WL 4490286 at *4 (approving $325,000 in administration costs for a class of 189,000 members); *In re Carrier IQ*, 2016 WL 4474366 at *6 (N.D. Cal. Aug. 25, 2016) (approving settlement administration costs of $655,500 where "the

cost of notice was high" based on the need to contact class members through various kinds of electronic media); *Lavigne v. Herbalife, LTD.*, 2023 WL 11930971 at *11 (C.D. Cal. Nov. 16, 2023) (approving settlement administration costs of $840,000). In addition, Atticus's cost was the result of a rigorous competitive bidding process. P.A. Br. at 47.

Atticus's costs cover all costs spent to date in providing notice to Class Members and responding to Class Member inquiries, and the further anticipated costs of issuing payments and tax forms to Class Members and responding to many additional Class Member inquiries. Accordingly, the Court should approve the payment to Atticus of $450,000.

VII. The Class Representatives Should Be Awarded Service Awards for Their Work to Achieve This Settlement.

The Second Circuit recognizes that service awards "encourage class representatives to participate in class action lawsuits, which are designed to provide a mechanism by which persons, whose injuries are not large enough to make pursuing their individual claims in the court system cost efficient, are able to bind together with persons suffering the same harm and seek redress for their injuries." *Moses v. N.Y. Times Co.*, 79 F.4th 235, 253 (2d Cir. 2023) (cleaned up). Service awards "serve to compensate plaintiffs for the time and effort expended in assisting the prosecution of the litigation, the risks incurred by becoming and continuing as a litigant, and any other burdens sustained by the plaintiffs." *Mangahas*, 2025 WL 3033658, at *15.

When examining the reasonableness of a requested service award, courts consider: any special circumstances, including the risk incurred by the named class representative in becoming and continuing as a public litigant; the time and effort expended in assisting in the litigation; and any other burdens associated with their work as a named plaintiff. *Frank*, 228 F.R.D. at 187. And "[e]ven where there is not a record of actual retaliation, notoriety, or personal difficulties, class

representatives merit recognition for assuming the risk of such for the sake of absent class members." *Guippone*, 2011 WL 5148650 at *7 (S.D.N.Y. Oct. 28, 2011) (citation omitted).

Here, as set forth in the Settlement Agreement, ¶ 69, Plaintiffs seek approval of awards of $15,000 each for the substantial work they performed for the Class and the risks they suffered by publicly representing the Class. This amount is merited given the substantial benefit the Class Representatives recovered for the class, the amount of time and effort that the Class Representatives spent on this matter, and the lack of any objections to these awards.

The Class Representatives devoted many hours to this case. They participated in many months of lengthy, complex settlement negotiations to obtain the relief here. They regularly met with counsel and spent many hours working with counsel, including prior to the filing of the original Complaint (for Calderon) and First Amended Complaint (for Pinchasi, Folgar, and Fields). *See* Baran Fee Decl. ¶ 87. The Class Representatives attended three full-day mediation sessions at JAMS, and multiple meetings with their counsel before, between, and after the mediations. *Id.* ¶¶ 88-89. They reviewed, debated, and authorized settlement positions throughout the negotiations; and stayed in close touch with counsel throughout the negotiations process. *Id.* ¶ 90. When PPL made its initial botched rollout of an arbitration provision, they sprung into action and provided Class Counsel with critical assistance to address that issue, and to support the Rule 23(d) order that Plaintiffs sought and this Court entered, limiting the dissemination of arbitration provisions until after final approval. *Id.* ¶ 92.

The Class Representatives undertook these actions in addition to their regular work as personal assistants caring for CDPAP consumers. *Id.* ¶ 94. Some of them had to take time off from their work to attend the mediation sessions, and/or make alternative care arrangements for their CDPAP consumers. *Id.* ¶ 95.

The Class Representatives undertook these extensive settlement efforts in full awareness that there was no guarantee of success. *Id.* ¶ 86. The Class Representatives participated in these efforts without any expectation of a service award, which was not negotiated until all of the substantive monetary and non-monetary relief for the Class was agreed to. *Id.* ¶ 96.

For the work performed and the risks faced by the Class Representatives, an award of $15,000 is in line with those awarded in similar class actions, particularly when considering the size of the settlement fund in this case. *See, e.g., Bd. of Trs. of AFTRA Ret. Fund v. JPMorgan Chase Bank, N.A.,* 2012 WL 2064907 at *3 (S.D.N.Y. June 7, 2012) (awarding $50,000 to each of the three class representatives from $150 million settlement); *Marsh ERISA Litig.,* 265 F.R.D. at 151 (awarding service awards of $15,000 to each of the three named plaintiffs from $35 million settlement); *see also* Baran Fee Decl. ¶ 98 (collecting additional cases). Further, as no objections have been filed, no Class Member has objected to the awards.

Accordingly, the Court should award each Class Representative a service award of $15,000.

CONCLUSION

The excellent settlement here warrants the requested compensation to Class Counsel, the Settlement Administrator, and the Class Representatives. Accordingly, and for the reasons set forth above, the Plaintiffs respectfully request that the Court grant Plaintiffs' motion for the requested fees, costs, and service awards, as set forth in the proposed Final Approval Order.

DATED: New York, New York
October 19, 2026

Respectfully submitted,

KATZ BANKS KUMIN LLP

/s/ Hugh Baran

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CERTIFICATE OF COMPLIANCE

Pursuant to Local Civil Rule 7.1 and the Individual Practice Rules of Magistrate Judge Lara K. Eshkenazi, I certify that the above Memorandum of Law in Support of Plaintiffs' Unopposed Motion for Attorneys' Fees, Costs, and Service Awards was prepared using a computer, and that it contains 8,702 words, and therefore complies with Local Civil Rule 7.1.

This word count excludes the parts of the document exempted by the Local Rules (specifically: the caption, table of contents, table of authorities, signature block, and any required certificates of service). In preparing this certification, I have relied on the word-count function of the word-processing system (Microsoft Word) used to prepare this document.

Dated: New York, NY
October 19, 2026

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