KEMAL HAMEED, on behalf of himself and others similarly situated, Claimant, v. PHARMACANN, INC., Respondent.	Arbitrator Michael Russell

CLAIMANT'S NOTICE AND UNOPPOSED MOTION AND MEMORANDUM OF LAW FOR FINAL CLASS ACTION SETTLEMENT APPROVAL, APPROVAL OF SERVICE AWARD, AND APPROVAL OF ATTORNEYS' FEES AND COSTS

TABLE OF CONTENTS

On January 15, 2025, the Arbitrator preliminarily approved the class action settlement between Claimant Kemal Hameed and Respondent PharmaCann, Inc. ("PharmaCann" or "Respondent") (together with Claimant, the "Parties") as fair and reasonable, and authorized the issuance of notice. The notice period closed on March 16, 2024, and no class member has opted out of the settlement or objected. Accordingly, because the proposed settlement satisfies all the required criteria for final settlement approval, and for the approval of the service award, attorneys fees, and costs, Claimant respectfully request that the Arbitrator finally approve the settlement, grant final approval of the Settlement Agreement, approve Claimant's request for a service award, approve Claimant's request for attorney's fees and costs, and enter the Proposed Order.[1]

I. FACTUAL AND PROCEDURAL BACKGROUND

A. Factual Allegations

Claimant alleges that Respondent failed to obtain written authorization to run background checks, or disclose that it was running background checks, from Respondent's applicants and employees, in violation of Section 1681(b)(b)(2)(A)(i) and (ii) of the Fair Credit Reporting Act ("FCRA").

In December 2021, Claimant applied for a position as a Cultivation Technician in Maryland with Forward Gro, a Maryland medical marijuana company subsequently acquired by Respondent, a cannabis company with locations across the country. He attended an interview on January 11, 2022. After offering Claimant the position on or about January 14, 2022, Respondent procured a background check from the consumer reporting agency Court Record Searches on or around

[1] Unless otherwise indicated, all exhibits are attached to the Declaration of Christopher McNerney ("McNerney Decl."). The Settlement Agreement is attached as Exhibit A. A proposed order granting final approval is attached as Exhibit 3 to the Settlement Agreement, and will be emailed to the Arbitrator.

January 19 without Claimant's knowledge or permission. Claimant only learned that Respondent had procured a criminal background check when Senior Manager Courtney Carroll told him he could not be hired because of his arrest. Claimant alleges that Respondent then denied employment to Mr. Hameed because of his criminal history.

B. Overview of Investigation, Informal Discovery, and Settlement Negotiations

Before the initiation of this action, Claimant's Counsel conducted a thorough investigation into the merits of the potential claims and defenses. Claimant's Counsel focused their investigation and legal research on the underlying merits of the potential class action members' claims, the damages to which they were entitled, and the propriety of class action certification. Claimant's Counsel obtained and reviewed documents from Claimant related to his employment application and criminal history. Claimant's Counsel also conducted in-depth interviews of Claimant.

As a result of this investigation, on or about September 7, 2023, Claimant sent a letter to Respondent to explore a pre-litigation resolution of their dispute. The parties subsequently conferred, agreed to explore settlement discussions, and entered into a classwide tolling agreement.

In anticipation of mediation, the parties exchanged information regarding the claims at issue and Respondent's investigative efforts, and determined the contours of the potential impacted group of individuals. The parties also began to negotiate over a class settlement, but determined that the involvement of a mediator would be required, and thus exchanged mediator proposals and eventually scheduled a mediation with the well-respected mediator, R. Scott Callen, for April 18, 2024. In advance of the mediation, the parties put together mediation briefs, which they provided to the mediator, and Claimant also shared his mediation brief with Respondent.

On April 18, 2024, the Parties participated in a mediation with Mr. Callen. After a full day of mediation, the parties reached agreement in principle as to a classwide settlement, and then

executed a term sheet. Over the next months, the parties negotiated a full class settlement agreement, including as notice papers, which was finalized and executed by the parties by December 18, 2024.

II. SUMMARY OF THE SETTLEMENT TERMS

A. The Settlement Fund

The Settlement Agreement creates a fund of $115,000.00 ("Gross Settlement Amount"), which covers payments to the class, attorneys' fees and costs, settlement administrative costs, and a $5,000 service payment to Claimant. *E.g.*, Ex. A (Settlement Agreement) §§ II.27. The class includes all applicants for employment to PharmaCann who were subject to a background check for employment purposes in Maryland, between September 7, 2021, and December 18, 2024. There are 66 class members.

B. Release

As to the release, each class member:

> on behalf of him or herself and to the extent allowable under law their respective heirs, executors, administrators, representatives, agents, attorneys, partners, successors, predecessors-in-interest, and assigns, will be deemed to have fully released and forever discharged Pharmacann, and each and all of its present, former and future direct and indirect parent companies, subsidiaries, successors, and/or predecessors in interest and all of the aforementioned respective officers, directors, employees, attorneys, majority or controlling shareholders, and assigns (together, the "**Released Parties**") from any and all rights, duties, obligations, claims, actions, causes of action or liabilities, whether arising under local, state or federal law, whether by Constitution, statute, contract, rule, regulation, any regulatory promulgation (including, but not limited to, any opinion or declaratory ruling), common law or equity, whether known or unknown, suspected or unsuspected, asserted or unasserted, foreseen or unforeseen, actual or contingent, liquidated or unliquidated, punitive or compensatory as of the date of Preliminary Approval that arise out of or are related in any way to Pharmacann' disclosure and compliance with 15 U.S.C. §§1681b(b)(2)(A)(i)-(ii), and any other analogous state or federal statutory or common law claim (including, but not limited to, for invasion of privacy) arising out of the application for employment (the "**Released Claims**"). Pharmacann' vendors, including any consumer reporting agencies providing

> Pharmacann with consumer reports for employment purposes, are specifically excluded from the definition of "**Released Parties**."

Ex. A (Settlement Agreement) § III.H.

C. Allocation Formula

Since no class member opted out, they all will receive a *pro rata* portion of the Net Settlement Fund. Ex. A (Settlement Agreement) § III.G.1. Any funds remaining from any unclaimed checks will be donated to the The Weldon Project, the *cy pres* designee. *See* Ex. A (Settlement Agreement) § III.G.3. There is no reversion to Respondent.

D. Attorneys' Fees, Costs, and Service Award

Claimant seeks one-third of the Gross Settlement Amount for Claimant's attorneys' fees, and reimbursement of actual out-of-pocket costs. Ex. A (Settlement Agreement) § III.I. Claimant also seeks a service payment of $5,000.00 in recognition of the services he provided on behalf of the class. *Id.* § III.G.1. No Class Member has objected to these payments. *See* Ex. B (Ryan McNamee Decl. ("McNamee Decl.")) ¶¶ 10-12.

E. Notice Process

As stated in the Declaration of Ryan McNamee, a Case Manager for Apex Class Action, LLC (the professional settlement services provider tasked to administer this settlement), 59 out of 60 notices were successfully delivered, *id.* ¶¶ 6-9, no class member has sought to opt out of the settlement, *id.* ¶ 10, and no class member has objected to the settlement, *id.* ¶ 11. The opt out and exclusion deadline was March 16, 2024. *Id.* ¶¶ 10-11.

III. ARGUMENT.

There is a strong policy in favor of settlement, in order to conserve scarce resources that would otherwise be devoted to protracted litigation. *See In re Jiffy Lube Sec. Litig.*, 927 F.2d 155, 158-59 (4th Cir. 1991); *In re MicroStrategy, Inc. Sec. Litig.*, 148 F. Supp. 2d 654, 663 (E.D.

Va. 2001); *see also Ehrheart v. Verizon Wireless*, 609 F.3d 590, 594-95 (3d Cir. 2010) (there is an "especially strong" presumption in favor of voluntary settlements "in class actions . . . where substantial judicial resources can be conserved by avoiding formal litigation"); Newberg § 11.41 ("The compromise of complex litigation is encouraged by the courts and favored by public policy."). This includes the "strong initial presumption" in class action cases "that the compromise is fair and reasonable." *In re MicroStrategy*, 148 F. Supp. 2d at 663 (internal quotation marks omitted). After the first review for preliminary fairness, which has already occurred here, at the second step the Arbitrator assesses whether the proposed settlement is "fair, reasonable, and adequate" for all class members. *Id.* (quoting Manual for Complex Litigation (Fourth) § 21.634); *In re Titanium Dioxide Antitrust Litig.*, No. 10 Civ. 318, 2013 U.S. Dist. LEXIS 130288, at *12 (D. Md. Sept. 11, 2013).

The Fourth Circuit evaluates the following factors in determining whether to finally approve a class action settlement: (1) whether the settlement was the product of good faith bargaining, at arm's length, and without collusion; (2) the relative strength of the parties' cases, as well as the uncertainties of litigation on the merits, and the existence of difficulties of proof or strong defenses that the claimants are likely to encounter at trial; (3) the complexity, expense and likely duration of additional litigation; (4) the solvency of the respondents and the likelihood of recovery on a litigated judgment; and (5) the degree of opposition to the settlement by class members. *In re Jiffy Lube Sec. Litig.*, 927 F.2d at 159; *see also Flinn v. FMC Corp.*, 528 F.2d 1169, 1173 (4th Cir.1975), *cert. denied*, 424 U.S. 967 (1976); *S.C. Nat. Bank v. Stone*, 139 F.R.D. 335, 338-39 (D.S.C. 1991).

Here, the relevant factors supported preliminary approval, and now that the class has had a chance to weigh in all the factors strongly support final approval as well.

A. The Proposed Settlement Is the Product of Good-Faith Bargaining During Extensive, Arm's-Length Negotiations Between Experienced Counsel.

In determining if a class settlement was reached in good faith, the Arbitrator examines: (1) the posture of the case at the time settlement was proposed; (2) the extent of discovery that had been conducted; (3) the circumstances surrounding the negotiations; and (4) the experience of counsel in the area of class action litigation. *In re Jiffy Lube Sec. Litig.*, 927 F.2d at 159. Substantial weight is given to the experience of the attorneys who prosecuted and negotiated the class settlement. *In re Bldg. Materials Corp. of Am. Asphalt Roofing Shingle Prod. Liab. Litig.*, No. 11 Mn. 02000, 2014 WL 12621614, at *4 (D.S.C. Oct. 15, 2014); *Muhammad v. Nat'l City Mortg., Inc.*, No. 07 Civ. 423, 2008 WL 5377783, at *4 (S.D. W. Va. Dec. 19, 2008) (citing Newberg § 11.28); *In re The Mills Corp. Sec. Litig.*, 265 F.R.D. 246, 255 (E.D. Va. 2009); *see also In re MicroStrategy*, 148 F. Supp. 2d at 665 (holding "appropriate for the court to give significant weight to the judgment of class counsel that the proposed settlement is in the interest of their clients and the class as a whole, and to find that the proposed partial settlement is fair").

Here, as stated in the preliminary papers, the proposed settlement resulted from arm's-length negotiations between counsel well versed in the employment and FCRA claims and issues in this case, after sufficient discovery to fairly evaluate the claims at issue. Since preliminary approval, no fact has arisen that would require revisiting the Arbitrator's findings here.

B. The Relative Strength of the Parties' Positions and Complexity of Protracted Litigation Support Approval of the Settlement.

In evaluating the strength of a case on the merits balanced against a proposed settlement, fact finders refrain from reaching conclusions on issues that have not been fully litigated. *See S.C. Nat. Bank*, 139 F.R.D. at 339 (citing *Carson v. American Brands, Inc.*, 450 U.S. 79, 88 n. 14 (1981)). Because the object of settlement is to avoid, not confront, the determination of contested issues, the approval process should not be converted into an abbreviated trial on the merits. *See Flinn*, 528 F.2d

at 1172-73 (noting that the settlement hearing is not "a trial or a rehearsal of the trial").

Although Claimant believes his FCRA claim has merit, Claimant also recognizes that he would face significant legal and procedural obstacles in establishing liability and recovering damages. In fact, "[i]f settlement has any purpose at all, it is to avoid a trial on the merits because of the uncertainty of the outcome." *In re Ira Haupt & Co.*, 304 F. Supp. 917, 934 (S.D.N.Y. 1969).

Here, the Class faces several real risks. *First*, the class recovery is predicated on achieving statutory damages, and those damages are limited to a range of $100-$1,000 per violation. *See* 15 U.S.C. § 1681n. Claimant would have to engage in significant motion practice to establish willfulness, and it is not at all certain Claimant would succeed at summary judgment or trial. For example, Respondent would likely argue that willfulness is undercut by the fact that the company states it proactively addressed the background check issues once it learned of them. Respondent would also likely argue that statutory damages on the higher end of the spectrum would be impermissible given the circumstances of the case. While Claimant believes he has persuasive answers to these points, he also recognizes there is risk that this settlement addresses, by providing a certain, substantial recovery now. *See, e.g.*, *In re Uber FCRA Litig.*, No. 14 Civ. 05200, 2017 U.S. Dist. LEXIS 101552, at *21 (N.D. Cal. June 29, 2017) (finding a litigation risk in an FCRA case based on defendant's contention that "Plaintiffs did not suffer any actual harm, given that any alleged violations were merely technical"); *Schofield v. Delta Air Lines, Inc.*, No. 18 Civ. 00382, 2019 U.S. Dist. LEXIS 31535, at *16 (N.D. Cal. Feb. 27, 2019) ("[C]lass members['] ability to recover under the FCRA depends on a finding of willfulness. If they cannot show willfulness, they can only receive actual damages which may be as little as none.") (citation omitted). *Second*, the class size is relatively small, which limits potential recovery. *Third*, the risk of obtaining class certification pursuant to Rule 23(b)(3) and maintaining it through trial also is present.

Risk, expense, and delay generally permeate litigation. Settlement eliminates this risk, expense, and delay. In contrast to this uncertainty, this settlement provides for significant compensation to class members. Class members are entitled to a *pro rata* percentage of the settlement, with estimated payments of approximately $1,742 as gross recovery (i.e., $115,000/66).

Given that Claimant has alleged two violations of the FCRA, and statutory damages range from $100-$1,000 per violation based on a showing of willfulness, 15 U.S. § 1681n(a)(1)(A), the gross recovery here represents approximately $87% of the maximum statutory recovery they could receive – assuming two violations of the FCRA.[2] This is an excellent recovery. *See, e.g.*, *Reed v. Balfour Beatty Rail, Inc.*, No. 21 Civ. 1846, 2023 U.S. Dist. LEXIS 128546, at *11 (C.D. Cal. June 22, 2023) (finally approving FCRA and California state law settlement recovering approximately 21% of maximum damages); *Hawkins v. S2Verify*, No. 15 Civ. 3502 WHA, 2016 U.S. Dist. LEXIS 153576, at *3 (N.D. Cal. Nov. 4, 2016) (approving an FCRA settlement amount of roughly 25% of total potential liability).

When a settlement assures immediate payment of substantial amounts to class members, "even if it means sacrificing speculative payment of a hypothetically larger amount years down the road," the settlement is reasonable. *Gilliam v. Addicts Rehab. Ctr. Fund*, No. 05 Civ. 3452, 2008 WL 782596, at *5 (S.D.N.Y. Mar. 24, 2008) (internal quotation marks and citation omitted). Here, in light of the Class recovery, the settlement is more than reasonable.

Accordingly, especially given the lack of objection or opt outs, this factor continues to support approval.

---

[2] Given that the parties dispute whether a claimant is entitled to recover separate statutory damages for disclosure and authorization claims, this recovery might well represent more than the maximum statutory damages recovery that class members could recover at trial.

C. Respondent's Solvency Does Not Impact Preliminary Approval.

When comparing the amount of the settlement with the potential liability of the Respondent, the Fourth Circuit advises fact finders to consider a Respondent's ability to pay any subsequent judgment and the availability or lack thereof of insurance proceeds. *See Jiffy Lube*, 927 F.2d at 159. However, where a company is in no danger of becoming insolvent, this factor does not impede settlement approval. *See, e.g.*, *Temp. Servs., Inc. v. Am. Int'l Grp., Inc.*, No. 08 Civ. 271, 2012 WL 13008138, at *11 (D.S.C. July 31, 2012); *Gray v. Talking Phone Book*, 2012 WL 12978113, at *6 (D.S.C. Aug. 13, 2012) (company's "ability to pay is not in question and does not raise questions about the circumstances or adequacy of the Settlement."); *Clark v. Experian Info. Sols., Inc.*, 2004 WL 256433, at *9 (D.S.C. Jan. 14, 2004) ("The court has also considered but given little weight to the fourth *Jiffy Lube* factor: Defendant's ability to pay such judgments as could be rendered against it were this action to proceed to trial. This factor is either neutral or slightly favors settlement.").

Here, there is no record of a risk for insolvency. Thus, this factor continues not to negatively impact the approval analysis.

D. Degree of Opposition to the Settlement Voiced by Class Members Can Be Evaluated at Final Approval.

As stated by the Fourth Circuit, "[t]he attitude of the members of the class, as expressed directly or by failure to object, after notice, to the settlement, is a proper consideration for the trial court[.]" *Flinn*, 528 F.2d at 1173. This is the only factor that has changed since preliminary approval, and it now resoundingly supports final approval because no class member has objected or opted out. Accordingly, this factor also weighs in favor of final approval.

* * *

In sum, the terms of the proposed settlement are fair and reasonable, as evidenced by

application of the relevant Fourth Circuit factors, which support final approval of the settlement.

IV. FINAL CERTIFICATION OF THE SETTLEMENT CLASS IS APPROPRIATE.

There are no objections to class certification, and no basis to disturb the Arbitrator's finding that class certification was warranted for settlement purposes.

V. THE SERVICE AWARD IS WARRANTED

As stated in the preliminary approval papers and notice, Claimant seeks a modest $5,000 service award. This service award is reasonable and has not been objected to by any class member. Claimant took substantial risk and made significant contributions to the prosecution of this litigation. He first identified the case and then provided crucial information about the practices at issue that enabled Counsel to investigate the case and that resulted in this settlement. Claimant was very involved with each aspect of the investigation and settlement process, and reviewed and approved the agreement.

Fact finders routinely approve service awards equal to or greater than the award requested here. *See, e.g., Curtis v. Genesis Eng'g Sols., Inc.*, No. 21 Civ. 722, 2022 U.S. Dist. LEXIS 65582, at *16 (D. Md. Apr. 8, 2022) (approving $5,000 service award as "reasonable" and "in line with other awards in this Circuit"); *Starr v. Credible Behavioral Health, Inc.*, 2021 U.S. Dist. LEXIS 99783, at *5, *16-17 (D. Md. May 25, 2021) (approving service awards of up to $7,000); *Robinson v. Nationstar Mortg. LLC*, No. 14 Civ. 3667, 2020 U.S. Dist. LEXIS 248619, at *12 (D. Md. Dec. 11, 2020) (approving $5,000 service award); *see also, e.g.*, *Cook v. Niedert*, 142 F.3d 1004, 1016 (7th Cir. 1998) (affirming $25,000 incentive payment to a single plaintiff); *Creed v. Benco Dental Supply Co.*, No. 12 Civ. 1571, 2013 U.S. Dist. LEXIS 132911, at *19-20 (M.D. Pa. Sept. 17, 2013) (approving award of $15,000 to named plaintiff in recognition of "personal risk" or retaliation).

Moreover, there are "distinct reputational risks entailed in bringing a class action involving plaintiffs' criminal history, which are far more substantial than reputational risks incurred in prosecuting other types of cases," providing further support to Claimant's request for a service award here. *Reed*, 2023 U.S. Dist. LEXIS 128546, at *24; *see also Taha v. Bucks Cty. Pa.*, No. 12 Civ. 6867, 2020 U.S. Dist. LEXIS 222655, at *28 (E.D. Pa. Nov. 30, 2020) (granting a $30,000 service award, partly because plaintiff's "criminal history will be forever public due to this litigation"); Amanda Agan & Sonja Starr, *Ban the Box, Criminal Records, and Statistical Discrimination: A Field Experiment*, Q. J. Econ., 133, 191-235 (2017).

VI. COUNSEL'S ATTORNEYS' FEES AND COSTS ARE REASONABLE

Claimant's Counsel are also entitled to recover their fees and costs expended in litigating this class action. Here, Counsel seek one-third of the fund, or $38,333.34, in fees, and $35.58 in costs. McNerney Decl. ¶ 11. This request should be approved as reasonable, and because no class member has objected to it.

Where relatively small claims can only be realistically prosecuted through aggregate litigation, and the law relies on prosecution by "private attorney[s] general," attorneys who fill that role must be adequately compensated for their efforts. *See Deposit Guar. Nat'l Bank v. Roper*, 445 U.S. 326, 338-39 (1980). The Fourth Circuit looks to the factors articulated in *Barber v. Kimbrell's Inc.*, 577 F.2d 216, 226 n.28 (4th Cir. 1978) (the "*Kimbrell's* factors") in "deciding what constitutes a 'reasonable' rate and number of hours." *Chado v. Nat'l Auto Insps., LLC*, No. 17 Civ. 2945, 2020 U.S. Dist. LEXIS 135472, at *15 (D. Md. July 29, 2020). These factors are:

> (1) the time and labor expended; (2) the novelty and difficulty of the questions raised; (3) the skill required to properly perform the legal services rendered; (4) the attorney's opportunity costs in pressing the instant litigation; (5) the customary fee for like work; (6) the attorney's expectations at the outset of the litigation; (7) the time limitations imposed

> by the client or circumstances; (8) the amount in controversy and the results obtained; (9) the experience, reputation and ability of the attorney; (10) the undesirability of the case within the legal community in which the suit arose; (11) the nature and length of the professional relationship between attorney and client; and (12) attorneys' fees awards in similar cases.

Id. at *15-16. Applying the *Kimbrell's* factors to this case, the requested fee and costs are reasonable.

As to the first factor, Counsel have expended significant time and labor to lead to this result. In fact, Counsel have expended approximately $53,865 in lodestar (as of May 22, 2025), which is more than what they seek in fees. McNerney Decl. ¶ 12. This lodestar calculation also does not account for the additional time Counsel will spend on this case going forward (and has spent since May 22, 2025, when the fee report was run) in connection with achieving final approval, and implementing and monitoring the settlement – which renders the lodestar "even more reasonable." *Beckman v. KeyBank, N.A.*, 293 F.R.D. 467, 482 (S.D.N.Y. 2013).

As to the second and third factors, this case involved complex questions as to class certification and the proper calculation of FCRA damages (as discussed above and in the preliminary approval papers). Moreover, Counsel are some of the most experienced lawyers in the country on employment and criminal history issues, at the trial and appellate level. *See* McNerney Decl. ¶¶ 4-10.

As to the fourth, sixth, seventh and tenth factors, Counsel took a substantial risk in taking on this litigation on a contingency basis, which weighs in favor of finding the requested fee fair and reasonable. *See McClaran v. Carolina Ale House Operating Co., LLC*, No. 14 Civ. 3884, 2015 U.S. Dist. LEXIS 112985, at *11 (D.S.C. Aug. 26, 2015) (finding that "the case might be considered undesirable to prospective attorneys" because "[t]he contingency fee arrangement involves a significant risk of loss to counsel in the event that counsel is not successful in

obtaining recovery on behalf of the plaintiffs"); *Faile v. Lancaster Cnty.*, No. 10 Civ. 2809, 2012 U.S. Dist. LEXIS 189610, at *27 (D.S.C. Mar. 8, 2012) ("The contingency nature of the fee agreement puts a substantial risk of loss on Plaintiffs' counsel, because he does not get paid unless he is successful in obtaining some recovery in the case on behalf of Plaintiffs."); *Savani v. URS Prof'l Sols. LLC*, 121 F. Supp. 3d 564, 567 (D.S.C. 2015) ("In complex and multi-year class action cases, the risks of the litigation are immense and the risk of receiving little or no recovery is a major factor in awarding attorney's fees. The risk of no recovery in complex cases of this sort is not merely hypothetical."). Contingency matters involve investing substantial resources without a guarantee of payment; Counsel nonetheless chose to pursue this matter because, if private firms are not willing and able to take on these cases on a contingency basis, violations of the law might go unremedied.

As to the fifth and twelfth factors, the customary fee for like work and attorneys' fees in similar cases is a third of the fund plus costs, which is what Counsel seek here. Moreover, even if this were not a contingent matter, courts regularly approve the rates of Outten & Golden LLP and the firm's hourly clients also regularly accept and pay equivalent hourly rates, or higher. McNerney Decl. ¶ 13; *see also Lucero v. Parkinson Constr. Co.*, No. 18 Civ. 515, 2020 U.S. Dist. LEXIS 138045, at *9 (D.D.C. Aug. 4, 2020); *Moreno v. A. Wash & Assocs.*, No. 2018 CA 8044 B, 2020 D.C. Super. LEXIS 27, at *5 (D.C. Sup. Ct. Nov. 16, 2020); *see also Perez v. Discover Bank*, No. 20 Civ. 6896, 2024 U.S. Dist. LEXIS 175577, at *13 (N.D. Cal. Sept. 23, 2025).[3] Even so, the effective hourly rate requested by Counsel is below these rates. Counsel

[3] *See also Smith v. Kaiser Found. Hosps.* No. 18 Civ. 780, 2021 U.S. Dist. LEXIS 112179 (S.D. Cal. June 15, 2021); *Loreto v. Gen. Dynamics Info. Tech., Inc*No. 19 Civ. 1366, 2022 U.S. Dist. LEXIS 136178 (S.D. Cal. Feb. 1, 2022); *Makaeff v. Trump Univ., LLC*, No. 10 Civ. 940, 2015 U.S. Dist. LEXIS 46749 (S.D. Cal. Apr. 9, 2015).

also is taking a significant reduction in fees, as noted above, which further supports the reasonableness of the fee and cost request. *See, e.g.*, *Chado*, 2020 U.S. Dist. LEXIS 135472, at *18 (approving request for fee that constituted 45% of total settlement amount where counsel sought less than the lodestar figure); *see also Williams v. Bevill*, No. 14 Civ. 82, U.S. Dist. LEXIS 25002, at *7-8 (E.D. Tenn. Feb. 8, 2016), *report and recommendation adopted*, No. 14 Civ. 82, U.S. Dist. LEXIS 24346 (E.D. Tenn. Feb. 29, 2016) (finding counsel's voluntary reduction in fees weighed in favor of approval).

As to the eighth factor, the amount and controversy and the results obtained, the requested fee is also extremely reasonable light of the high level of success achieved in this case (again, as discussed above and in the preliminary approval papers).

* * *

Accordingly, the Arbitrator should approve the requested fees and costs as reasonable.

CONCLUSION

For the reasons set forth above, Claimant respectfully requests that the Arbitrator grant this motion in its entirety, and enter the Proposed Order.

Date: May 27, 2025

Respectfully submitted,

By: /s/ _____

OUTTEN & GOLDEN LLP
Christopher M. McNerney
cmcnerney@outtengolden.com
685 Third Avenue, 25th Floor
New York, New York 10017
Telephone: 212-245-1000

Attorney for Claimant and the Settlement Class