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SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES

LARONDA RASMUSSEN, et al.,  
  
Plaintiffs,  
  
vs.  
  
THE WALT DISNEY COMPANY, et al.,  
  
Defendants.

Civil Case No.: 19STCV10974

CLASS ACTION

ASSIGNED FOR ALL PURPOSES TO:  
Hon. Elihu M. Berle

**MEMORANDUM OF POINTS AND  
AUTHORITIES IN SUPPORT OF  
PLAINTIFFS' MOTION FOR  
REASONABLE ATTORNEYS' FEES,  
COSTS, AND SERVICE AWARDS**

Date: September 15, 2025  
Time: 9:00 a.m.  
Location: Dept. 6

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## I. INTRODUCTION

On May 20, 2025, this Court granted Plaintiffs’ motion for preliminary approval of class and representative action settlement between Plaintiffs LaRonda Rasmussen, Karen Moore, Virginia Eady-Marshall, Enny Joo, Rebecca Train, Nancy Dolan, Anabel Pareja Sinn, Dawn Johnson, and Chelsea Buckley, f.k.a. Chelsea Hanke (collectively “Plaintiffs”) and the Walt Disney Company, et al. (collectively, “Defendants”). Prelim. Approval Order, May 20, 2025. Pursuant to the terms of the Settlement<sup>1</sup> and the Court’s Order, Plaintiffs now move for an award of attorneys’ fees, litigation costs, and service awards for the nine Named Plaintiffs. Concurrently with this motion, Plaintiffs are separately moving for final approval of the \$43.25 million class and Private Attorneys General Act (“PAGA”) settlement reached in this case.

Plaintiffs request attorneys’ fees in the amount of 33⅓% of the gross settlement amount, or \$14,416,666.67 in fees, litigation costs of \$1,754,215.26,<sup>2</sup> and service awards of \$10,000 for each of the nine Plaintiffs. These requests are fair and reasonable.

First, Class Counsel’s request for attorneys’ fees is reasonable under both the percentage-of-the-fund method and the lodestar cross-check method. California courts routinely award attorneys’ fees of one-third of the gross settlement amount. In this case, Plaintiffs also obtained meaningful non-monetary relief, which, when monetized, makes the fee award roughly 28% of the total monetary value of the Settlement and further justifies their fee request. A lodestar crosscheck also confirms the reasonableness of the fee request because a lodestar multiplier of 1.54 is both reasonable under the circumstances and routinely awarded.

Second, the requested litigation costs are reasonable and represent necessary expenditures over the course of six years for the successful prosecution of this class action, including the need for extensive expert work.

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<sup>1</sup> The Settlement is attached as Exhibit 1 to the Declaration of James Kan in Support of (1) Plaintiffs’ Motion for Final Approval of Class and Representative Action Settlement and (2) Plaintiffs’ Motion for Reasonable Fees, Costs, and Service Awards (“Kan Final Decl.”). This declaration was filed with Plaintiffs’ Motion for Final Approval of Class and Representative Action Settlement.

<sup>2</sup> This amount is subject to and update from Class Counsel prior to the Final Approval hearing.



1 Finally, service awards in the amount of \$10,000 to each of the nine Named Plaintiffs is  
2 reasonable and justified given the significant time and risks the Plaintiffs undertook, the six-year  
3 duration of this litigation, and the benefits Plaintiffs have won for the class, when weighed against the  
4 personal benefit Named Plaintiffs have enjoyed, including the settlement of their non-class, individual  
5 promotion claims.

## 6 **II. BACKGROUND**

7 Plaintiffs and the certified and Settlement Classes are current and former female employees of  
8 Defendants, who worked in California and in certain salaried, full-time, non-union positions below the  
9 level of Vice-President since April 1, 2015. Plaintiffs filed their initial complaint on April 2, 2019 and  
10 the operative Corrected Fourth Amended Complaint on April 15, 2021, alleging both class and  
11 individual claims. On December 8, 2023, the Court certified an EPA class but declined to certify  
12 Plaintiffs' FEHA class claims. Statement of Decision Granting in Part and Denying in Part Pls' Mot.  
13 for Class Cert. ("Class Cert. Order") at 2, 14, Jan. 30, 2024. The Court also certified Plaintiffs'  
14 derivative claims under the UCL and Labor Code section 203. *Id.*

### 15 **A. The Named Plaintiffs and Class Counsel Vigorously and Successfully Prosecuted This** 16 **Class Action.**

17 Over the past six years, the Parties engaged in extensive litigation resulting in this class wide  
18 Settlement. Discovery practice consumed significant time and resources in this case. Class Counsel  
19 investigated the Plaintiffs' potential claims prior to filing their complaint and submitting letters to the  
20 LWDA. Pre-certification discovery included the disclosure of two experts for the Plaintiffs and two  
21 for Defendants and related reports and depositions, depositions of Defendants' Persons Most Qualified  
22 (a total of 22 individual witnesses, including one witness who was both a named and PMQ witness),  
23 and depositions of the nine Named Plaintiffs. The Parties each served and responded to multiple sets  
24 of interrogatories (both form and special). Plaintiffs also reviewed and analyzed Defendants' 84  
25 document productions, totaling 44,051 pages, and voluminous payroll and human resources data.  
26 Andrus Decl. in Supp. of Pls' Mot. for Prelim. Approval of Class & Rep. Action Settlement ("Andrus  
27 Prelim. Decl.") ¶¶ 5-9, Nov. 25, 2024.

1           Following class certification, Class Counsel engaged in additional substantial discovery on the  
2 merits of the certified claims. Plaintiffs deposed four witnesses and served additional document  
3 requests and interrogatories. Plaintiffs reviewed Defendants' 27 additional document productions  
4 containing 38,878 pages, and updated payroll and human resources data. Andrus Prelim. Decl. ¶ 9.

5           Class counsel also engaged in substantial motion practice. In December 2019, Plaintiffs  
6 opposed Defendants' demurrer to Plaintiffs' Complaint. In 2023, Plaintiffs filed their motion for class  
7 certification and fully briefed that motion alongside motions to strike Defendants' two experts,  
8 oppositions to Defendants' motions to strike Plaintiffs' two experts, and multiple oppositions to  
9 Defendants' motion to seal documents filed in connection with class certification. *See* Andrus Prelim.  
10 Decl. ¶ 5. The Parties also participated in several informal discovery conferences and briefed motions  
11 to compel. *See id.* ¶ 23; Kan Final Decl. ¶ 31.

12           The Parties engaged in four mediation sessions (August 18, 2022, September, 27, 2022,  
13 October 4, 2023, and July 12, 2024) prior to reaching this class agreement. In advance of these  
14 mediations, Class Counsel prepared mediations statements and met with Plaintiffs. Even after the final  
15 mediation session resulted in a mediator's proposal that the Parties eventually accepted, Class Counsel  
16 continued to negotiate the terms of the agreement with Defendants for four months before reaching a  
17 formal written settlement. Andrus Prelim. Decl. ¶¶ 10-14.

18           On November 25, 2024, Plaintiffs moved for Preliminary Approval. After the first preliminary  
19 approval hearing on January 10, 2025, and per the Court's request, Plaintiffs submitted supplemental  
20 briefing on the issue of whether Plaintiffs' Individual Settlements could create a potential conflict of  
21 interest between the Plaintiffs and the Classes. *See* Suppl. Mem. of P. & A. in Supp. of Pls' Mot. for  
22 Prelim. Approval of Class & Rep. Action Settlement ("Suppl. Prelim. Approval MPA"), Feb 10, 2025;  
23 Suppl. Webber Decl., Feb. 10, 2025. The Parties also modified the proposed settlement agreement and  
24 class notice in line with the Court's order. After a second hearing, the Parties modified the proposed  
25 class notice to disclose information relating to the individual Named Plaintiffs' non-class claim  
26 settlement agreements with defendants. Second Suppl. Kan. Decl. in Supp. of Pls' Mot. for Prelim.  
27 Approval ¶ 2, April 11, 2025. The Court held a third preliminary approval hearing on May 9, 2025.

1 On May 20, 2025, the Court granted preliminary approval. The Court’s Order preliminarily  
2 approved the proposed Settlement including the settlement amount and plan for allocation and  
3 distribution of the Settlement funds. Prelim. Approval Order 2 (¶ 1). It further ordered Class Counsel  
4 to submit this motion for approval of attorneys’ fees and costs as service awards by July 14, 2025.  
5 Prelim. Approval Order 4 (¶ 9).

6 **B. The Class Has Received Notice of the Requested Attorneys’ Fees, Costs, and Service**  
7 **Awards.**

8 On June 17, 2025, CPT Group mailed by first class mail the Court-approved settlement notice  
9 to class members, informing them of the deadline to mail an opt out form or objection and of the date  
10 of the final approval hearing. Argueta Decl. Re: Notice & Claims Admin. (“Argueta Decl.”) ¶ 8, filed  
11 with Pls’ Mot. for Final Approval of Class & Rep. Action Settlement. In addition to informing class  
12 members of their estimated Settlement Payment and estimated PAGA award, the notice disclosed that,  
13 from the \$43.25 million settlement fund, Class Counsel would seek attorneys’ fees of no more than  
14 \$14,416,666.67, costs of no more than \$1.8 million, and service awards totaling \$90,000 for the nine  
15 Class Representatives. Argueta Decl. Ex. A (Settlement Notice 5). Plaintiffs will post this  
16 Memorandum of Point and Authorities to the settlement website after it is filed. Kan Final Decl. ¶ 10.

17 As of the filing of this motion, no class member has objected to the settlement. The notice  
18 period ends on August 16, 2025. The Settlement Administrator will submit a report including  
19 information on any additional opt outs or objections to the Court by September 2, 2025. Class Counsel  
20 will also address any objections, including any objections to fees, costs, or service awards by that date.

21 **III. ARGUMENT**

22 **A. The Requested Attorneys’ Fees Are Fair and Reasonable.**

23 Plaintiffs, having reached a favorable settlement of this discrimination class action, are  
24 “prevailing parties” entitled to recover reasonable attorneys’ fees and costs. *See* Cal. Lab. Code  
25 §§ 1197.5, 218.5 & 2699(g)(1); Cal. Gov’t Code § 12965(c)(6); Cal. Civ. Proc. Code § 1021.5(a)  
26 (awarding reasonable attorneys’ fees and costs where plaintiff’s action resulted in the enforcement of  
27 an important right, conferred a significant benefit to a large class of persons, and private enforcement  
28

1 was necessary); *Maria P. v. Riles*, 43 Cal. 3d 1281, 1290-91 (1987) (fee award justified when legal  
2 action produced its benefits through voluntary settlement).

3 Under California law, courts have discretion to consider the percentage of the common fund or  
4 the lodestar/multiplier method, or a combination of both to award attorneys' fees, with "the goal under  
5 either the percentage or lodestar approach being the award of a reasonable fee to compensate counsel  
6 for their efforts." *Laffitte v. Robert Half Int'l Inc.*, 1 Cal. 5th 480, 504-506 (2016).

7 Class Counsel's requested fee of \$14,416,666.67, or 33⅓% of the Total Settlement Amount,  
8 which includes both the class settlement and PAGA payment, is fair, reasonable and appropriate under  
9 both the percentage method and the lodestar method. Class Notice informed class members that  
10 counsel may seek fees up to one third of the Total Settlement Amount or \$14,416,666.67. Argueta  
11 Decl. Ex. A (Settlement Notice 5).

12 As of the filing of this motion, no class member has objected to the requested attorneys' fees.  
13 Plaintiffs will update the Court by September 2, 2025 of any objections to the settlement, including any  
14 objections to fees.

15 **1. Class Counsel's Fee Request Is Reasonable Under the Percentage of the Common**  
16 **Fund Method.**

17 The percentage of the common fund method "calculates the fee as a percentage share of a  
18 recovered common fund or the monetary value of plaintiffs' recovery." *Laffitte*, 1 Cal. 5th at 489. The  
19 common fund method provides both "[f]airness to the successful litigant, who might otherwise receive  
20 no benefit because his recovery might be consumed by the expenses" and "encouragement of the  
21 attorney for the successful litigant, who will be more willing to undertake and diligently prosecute  
22 proper litigation for the protection or recovery of the fund." *Bank of Am. v. Cory*, 164 Cal. App. 3d 66,  
23 90 (1985) (citation omitted). Advantages of the common fund approach include "ease of calculation,  
24 alignment of incentives between counsel and the class, a better approximation of market conditions in  
25 a contingency case, and the encouragement it provides counsel to seek an early settlement and avoid  
26 unnecessarily prolonging the litigation." *Laffitte*, 1 Cal. 5th at 503.

27 When a settlement results in both monetary and non-monetary relief for the class, courts  
28 recognize the appropriateness of awarding fees up to one-third of the fund to account for the benefit

1 conferred by the non-monetary relief. *See, e.g., Chavez v. Netflix, Inc.*, 162 Cal. App. 4th 43, 61, 66  
2 n.11 (2008) (noting that fee awards of one-third are average, and that for purposes of assessing the  
3 reasonableness of a fee award, “success achieved ... could include changes in company policies that  
4 were not part of the settlement”). Additionally, the settlement in this case is a true common fund  
5 settlement, with no claims process required to receive a share of the recovery, and no portion of the  
6 settlement reverting to Defendants. *See Lafitte*, 1 Cal. 5th at 503 (considering the fact that a settlement  
7 had no claims process and that there was no reversion to Defendants in approving a fee award of one-  
8 third of the common fund).

9 Here, Plaintiffs and Class Counsel achieved a high level of success both in monetary and non-  
10 monetary results on behalf of the class, which justifies the requested fee award. The percentage of the  
11 common fund Plaintiffs seek (33⅓%) does not account for the benefit to the class from the non-  
12 monetary relief included in the settlement. Plaintiffs estimate the value of one-year of the EPA lost  
13 wages under this settlement is roughly \$2.67 million. Assuming that the non-monetary relief will  
14 prevent the types of pay disparities that Plaintiffs allege (and Defendants dispute), Plaintiffs estimate  
15 the monetary benefit of three years of non-monetary relief totals at least \$8 million dollars. This would  
16 raise the monetary value of the settlement to \$51.25 million, and Plaintiffs’ attorneys’ fees award  
17 would then represent approximately 28% of this amount. Kan Final Decl. ¶ 11.

18 Class Counsel’s request of one-third of the gross settlement amount or 28% of combined  
19 monetary value of the Settlement is reasonable and routinely rewarded, including by this Court. *See*  
20 *Chavez*, 162 Cal. App. 4th at 66 n.11 (“Empirical studies show that, regardless whether the percentage  
21 method or the lodestar method is used, fee awards in class actions average around one-third of the  
22 recovery.”), *see also, Smith v. CRST Van Expedited, Inc.*, No. 10-CV-1116-IEG (WMC), 2013 WL  
23 163293, at \*5 (S.D. Cal. Jan. 14, 2013 (“California has recognized that most fee awards based on  
24 either a lodestar or percentage calculation are 33 percent.”); *Parker v. City of Los Angeles*, 44 Cal.  
25 App. 3d 556, 567-68 (1974) (affirming fee award to counsel of one-third recovery achieved); *Tam v. Q*  
26 *Tech Corp.*, No. 21STCV19805 (L.A. Cnty. Super. Ct. June 22, 2023) (E. Berle), Kan Final Decl. Ex.  
27 12 (approving fee award of one-third recovery); *Vaquero v. Stoneledge Furniture LLC*, No.  
28 BC522676, 2018 WL 3519352 (L.A. Cnty. Super. Ct. May 25, 2018) (E. Berle) (approving fee award

1 of one-third of the total recovery); *Jewett v. Oracle Am., Inc.*, No. 17CIV02669 (San Mateo Cnty.  
2 Super. Ct. Oct. 16, 2024), Kan Final Decl. Ex. 6 (in California EPA class settlement, approving fee of  
3 one-third of Total Settlement Amount).

4 Plaintiffs' request is also reasonable given that the retainer agreements between Plaintiffs and  
5 their counsel reflect an agreement that their counsel may seek up to one-third of any recovery in their  
6 cases. Kan Final Decl. ¶ 43.<sup>3</sup> The California Supreme Court has confirmed that "in general, the  
7 parties' initial bargain should be given substantial weight in determining the reasonableness of a fee  
8 award." *Laffitte*, 1 Cal. 5th at 507. Consistent with the Parties' bargain and the weight of the case law,  
9 a fee award of one-third of the monetary fund is reasonable.

10 **2. A Lodestar Cross-Check Confirms the Reasonableness of the Requested Fee**  
11 **Award.**

12 When a court begins by using the percentage method, the court may, in its discretion, choose to  
13 "conduct a lodestar cross-check." *Laffitte*, 1 Cal. 5th at 505-06. Courts frequently award fees in  
14 common fund settlements where the multiplier adjustments to lodestar range up to four (Newberg on  
15 Class Actions, *supra*, § 14.03).

16 Class Counsel's lodestar through June 30, 2025 is \$9,121,029.50. Class Counsel also expect to  
17 perform future work that will result in a final lodestar of \$9,359,529.50. Kan Final Decl. ¶¶ 22, 37;  
18 Andrus Decl. in Supp. of (1) Pls.' Mot. for Final Approval of Class and Rep. Action Settlement and (2)  
19 Pls.' Mot. for Reasonable Fees, Costs, and Service Awards ("Andrus Final Decl.") ¶¶ 7, 28; Webber  
20 Decl. in Supp. of (1) Pls.' Mot. for Final Approval of Class and Rep. Action Settlement and (2) Pls.'  
21 Mot. for Reasonable Fees, Costs, and Service Awards ("Webber Final Decl.") ¶¶ 9, 17.<sup>4</sup> Thus, the  
22 requested Attorneys' Fee Award of \$14,416,666.67 represents a 1.54 multiplier. Kan Final Decl. ¶ 37.

23 \_\_\_\_\_  
24 <sup>3</sup> As per this Court's preliminary approval guidelines, Class Counsel have notified all nine Plaintiffs of  
25 their fee split arrangement and obtained their written approval of it. Kan Final Decl. ¶ 29; *see also*  
26 Compendium of Pl. Decls. in Supp. of Pls' Mot. for Reasonable Attorneys' Fees, Costs, and Service  
27 Awards, filed herewith. Specifically, Class Counsel will allocate any recovery of attorneys' fees using  
each firm's percentage of Class Counsel's total lodestars, after payment of costs and origination  
percentage to Andrus Anderson. *Id.* Andrus Anderson and Cohen Milstein will receive an additional  
payment out of the attorneys' fees for advancing external costs (such as expert witness costs and court  
reporter-related costs). *Id.*

28 <sup>4</sup> The Andrus Final Decl. and Webber Final Decl. were filed with Plaintiffs' Motion for Final Approval  
of Class and Representative Action Settlement, July 14, 2025.

1 A lodestar-multiplier cross-check here confirms that the requested fee award is reasonable and should  
2 be approved.

3 **a. Class Counsel's Hours Spent on the Case Are Reasonable.**

4 “[A]n attorney fee award should ordinarily include compensation for *all* the hours *reasonably*  
5 *spent*” on a matter. *Ketchum v. Moses*, 24 Cal. 4th 1122, 1133 (2001) (emphasis in original); *see also*  
6 *Moore v. James H. Matthews & Co.*, 682 F.2d 830, 839 (9th Cir. 1982) (citation omitted) (time  
7 reasonably spent encompasses “every item of service which, at the time rendered, would have been  
8 undertaken by a reasonable and prudent lawyer to advance or protect his client’s interest[.]”). “By and  
9 large,” courts should defer to attorneys’ “professional judgment as to how much time [they were]  
10 required to spend on the case.” *Kerkeles v. City of San Jose*, 243 Cal. App. 4th 88, 104 (2015)  
11 (quoting *Moreno v. City of Sacramento*, 534 F.3d 1106, 1112 (9th Cir. 2008)).

12 Counsel’s declaration attesting to the number of hours worked on a particular case “is sufficient  
13 evidence to support an award of attorney fees, even in the absence of detailed time records.” *Steiny &*  
14 *Co. v. Cal. Elec. Supply Co.*, 79 Cal. App. 4th 285, 293 (2000); *see also Concepcion v. Amscan*  
15 *Holdings, Inc.*, 223 Cal. App. 4th 1309, 1324 (2014) (“It is not necessary to provide detailed billing  
16 timesheets to support an award of attorney fees under the lodestar method.”). Indeed, as the Supreme  
17 Court has recognized, “trial courts conducting lodestar cross-checks have generally not been required  
18 to closely scrutinize each claimed attorney-hour.” *Lafitte*, 1 Cal. 5th at 505. Instead, the cross-check  
19 provides context on whether “the fee award appropriately reflects the degree of time and effort  
20 expended by the attorneys.” *Id.* (citation omitted).

21 Class Counsel expended approximately 9500.4 hours on litigating the claims in this Court  
22 through June 30, 2025, as documented by detailed and contemporaneous billing records maintained by  
23 counsel. Kan Final Decl. ¶¶ 37, 22-24; Andrus Final Decl. ¶¶ 7-9; Webber Final Decl. ¶¶ 9-11. Class  
24 Counsel has provided charts showing the number of hours billed by each timekeeper, and each  
25 timekeeper’s billing rate, position, and the total number of hours and fees incurred. Kan Final Decl.  
26  
27  
28

¶ 23 and Ex. 3 (chart summarizing all firms’ estimated hours spent during different phases of litigation); Andrus Decl. ¶ 8; Webber Final Decl. ¶ 10.<sup>5</sup>

Class counsel expects to incur approximately 318 additional hours of time to see this case through completion, including: finalizing and filing these final approval papers; preparing for and appearing at the hearing on the final approval motion; working with Defendants, Plaintiffs’ expert, and the Settlement Administrator on the calculation and distribution of awards to the class; monitoring the award distributions to the class and responding to class member inquiries; preparing and filing a report to the Court that the distribution of settlement funds has been completed; and attending the compliance hearing (if held). *See* Kan Final Decl. ¶ 30; Andrus Decl. ¶ 28; Webber Final Decl. ¶ 17.<sup>6</sup>

The hours spent through June 30, 2025 (and to be spent) reflect time spent reasonably litigating this case, which Class Counsel sought to manage and staff efficiently. Furthermore, the lodestar excludes numerous billers with less than 10 hours on the case. Kan Final Decl. ¶ 25; Andrus Final Decl. ¶ 10; Webber Decl. ¶ 12. The over 9500 hours dedicated by Class Counsel to prosecuting this class action in this complex, fact-intensive case involving over 15,000 class members, which Class Counsel sought to manage and staff efficiently, are eminently reasonable. Kan Final Decl. ¶ 31; Andrus Final Decl. ¶ 27; Webber Final Decl. ¶ 18. As detailed above (Section II, *supra*), in the supporting attorney declarations, and a chart summarizing hours spent by time period (Kan Decl. Ex. 3), Class Counsel’s work includes pre- and post-filing investigation, pleading, class certification and merits discovery, an opposition to Defendants’ demurrer, class certification motions, expert motions, multiple discovery motions, and preparation for four separate mediations.

As an example of the extensive time commitment required to litigate this class, to oppose class certification, Defendants argued that that Plaintiffs’ claims involved “thousands of different jobs, spread across numerous Segments and many dozens of Business Areas.” Opp’n of Defs.’ to Pls.’ Mot. for Class Cert. 8, Sept. 8, 2023. Plaintiffs’ discovery practice covered these Segments and Business

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<sup>5</sup> Only work focused on class claims or that benefitted the class is included in these hours. Time spent solely focused on Named Plaintiffs’ non-class promotion claims was removed. Kan Final Decl. ¶ 26; Andrus Final Decl. ¶ 11; Webber Final Decl. ¶ 13.

<sup>6</sup> Prior to the final approval hearing, Class Counsel will provide the Court with an update on their lodestar and costs.



1 Areas in order to support their motion for class certification and to respond to Defendants' position.  
2 Defendants designated 22 witnesses as Persons Most Qualified to cover the different Business Areas  
3 and Segments throughout the class period. *See* Andrus Prelim Decl. ¶¶ 5-6.

4 In Class Counsel's judgment, each of the tasks they undertook was reasonable and necessary to  
5 advance the litigation. *See* Kan Final Decl. ¶ 31; Andrus Final Decl. ¶ 27; Webber Final Decl. ¶ 18.

6 **b. Class Counsel's Rates Are Reasonable.**

7 Hourly rates are reasonable if they are "within the range of reasonable rates charged by and  
8 judicially awarded to comparable attorneys for comparable work." *Children's Hosp. & Med. Ctr. v.*  
9 *Bonta*, 97 Cal. App. 4th 740, 783 (2007). "[R]ate determinations in other cases ... are satisfactory  
10 evidence of the prevailing market rate." *See United Steelworkers of Am. v. Phelps Dodge Corp.*, 896  
11 F.2d 403, 407 (9th Cir. 1990). In complex litigation like this case, the appropriate benchmark is rates  
12 for attorneys engaged in "equally complex" matters. *Hensley v. Eckerhart*, 461 U.S. 424, 430 n.4  
13 (1983) (citation omitted).

14 The hourly rates Class Counsel has applied, which are listed in the supporting declarations, are  
15 commensurate with the rates of practitioners with similar experience within the California legal  
16 market. Kan Final Decl. ¶ 33; Andrus Final Decl. ¶ 29; Webber Final Decl. ¶ 20. These rates are  
17 reasonable given the significant experience of Class Counsel in complex class actions and employment  
18 discrimination cases. *See* Kan Final Decl. ¶ 35; Andrus Final Decl. ¶ 30; Webber Final Decl. ¶ 22.  
19 Class Counsel's hourly rates have been previously approved by numerous courts.<sup>7</sup> Each attorney's  
20 rates are commensurate with the rates of practitioners with similar levels of experience.<sup>8</sup>

21  
22 <sup>7</sup> *See, e.g., Aguilar Auto Repair v. Wells Fargo*, Case No. 23-cv-06265-LJC, 2025 WL 1753509, \*10  
23 (N.D. Cal. May 23, 2025) (approving Andrus Anderson's February 2025 hourly rates); *Veitch v.*  
24 *Stanford Health Care*, 22CV395001 (Santa Clara Cty. Super. Ct., April 1, 2025), (approving attorney-  
25 fee award based on DHKL's 2025 hourly rates); *Bird v. Garland*, Case No. 1:19-cv-01581-JMC, Dkt.  
26 109 (D.D.C. Feb. 7, 2025) (approving Cohen Milstein's 2024 hourly rates) (attached Webber Final  
27 Decl. Ex. 1); *see also* Kan Final Decl ¶ 34; Andrus Final Decl ¶ 29; Webber Final Decl. ¶ 21).

28 <sup>8</sup> *See, e.g., In re Volkswagen "Clean Diesel" Mktg., Sales Pracs., & Prod. Liab. Litig.*, MDL No. 2672  
CRB (JSC)) 2017 WL 1047834, at \*5 (N.D. Cal., Mar. 17, 2017) (up to \$1,600 for partners, \$790 for  
associates, and \$490 for paralegals); *Human Rights Defense Center v. County of Napa*, No. 20-CV-  
01296-JCS) 2021 WL 1176640, at \*11 (N.D. Cal., Mar. 28, 2021) (finding rates of \$950-\$1,100  
reasonable for partners); *Schneider v. Chipotle Mexican Grill, Inc.*, 336 F.R.D. 588, 601 (N.D. Cal.  
2020) (finding rates \$425-\$695 for associates and \$830-\$1,275 for partners on high end, but in line  
with prevailing rates for comparable personnel); *In re Animation Workers Antitrust Litig.*, No. 14-CV-  
4062-LHK, 2016 WL 6663005, at \*6 (N.D. Cal., Nov. 11, 2016) (finding rates up to \$1,200 and

1 Other courts have approved the use of Class Counsel's rates in lodestar cross-checks, and some  
2 Class Counsel have also been paid at prevailing hourly rates for work done on a non-contingent basis  
3 on other matters. *See* Kan Final Decl. ¶¶ 33-34; Andrus Final Decl. ¶ 29; Webber Final Decl. ¶ 21.

4 **c. A Multiplier on Class Counsel's Lodestar Is Justified.**

5 The 1.54 multiplier is justified by the outstanding result obtained for the class, including the  
6 significant monetary relief and meaningful non-monetary relief. "Multipliers can range from 2 to 4 or  
7 even higher." *Wershba v. Apple Computer, Inc.*, 91 Cal. App. 4th 224, at 255 (2001); *see also Vizcaino*  
8 *v. Microsoft Corp.*, 290 F.3d 1043, 1051 n.6 (9th Cir. 2002) (multipliers ranging from one to four are  
9 typical in common fund cases); *Spann v. J.C. Penny Corp.*, 211 F. Supp. 3d 1244, 1265 (C.D. Cal.  
10 2016) (approving 3.07 multiplier as "well within the range for reasonable multipliers" under the  
11 California *Laffitte* cross-check analysis). The requested multiplier is similar to or lower than  
12 multipliers approved in California, including in this Court. *See, e.g., Pellegrino v. Robert Half Int'l,*  
13 *Inc.*, 182 Cal. App. 4th 278, 291 (2010) (approving 1.75 multiplier); *Nat'l Fed'n of the Blind v. Target*  
14 *Corp.*, No. C 06-01802 MHP, 2009 WL 2390261, at \*7-\*9 (N.D. Cal. Aug. 3, 2009) (applying  
15 California law and awarding a 1.65 lodestar multiplier); *Tam v. Q Tech Corp.*, No. 21STCV19805  
16 (L.A. Cnty. Super. Ct. June 22, 2023) (E. Berle), Kan Final Decl. Ex. 12 (approving fee award with a  
17 lodestar multiplier of approximately 3.49).

18 In considering whether a multiplier is justified, courts consider the results obtained for the  
19 class, the quality of representation, the novelty and complexity of issues, and the contingent risk  
20 presented. *Laffitte*, 1 Cal. 5th at 489. Here, all of these factors support the application of the modest  
21 1.54 multiplier requested by Plaintiffs.

22 **Results Obtained:** With a Total Settlement Amount of \$43.25 million, and an average award  
23 of \$1,726 per class member, Class Counsel have obtained an excellent result for the class. As  
24 Plaintiffs detailed in their brief in support of final approval, this Settlement avoids the additional risk,  
25 time, and costs of continued litigation while obtaining substantial relief for the class. *See* Mem. of Ps

26 \_\_\_\_\_  
27 paralegal rates up to \$290 fair and reasonable); *t'Bear v. Forman*, No. 17-cv-00796-JSC) 2020 WL  
28 3050772, at \*9 (N.D. Cal., June 8, 2020) (approving rates of up to \$1,425); *Wynn v. Chanos*, No. 14-  
cv-04329-WHO) 2015 WL 3832561, at \*2 (N.D. Cal., June 19, 2015) (approving 2015 rates of up to  
\$1,085).

1 & As in Supp. of Pls.’ Mot. for Final Approval of Class & Rep. Action Settlement (“Final Approval  
2 MPA”), July 14, 2025. Moreover Class Counsel have obtained meaningful non-monetary relief which  
3 will benefit class members going forward.

4 **Quality of Representation:** The quality of representation was high, as indicated by Class  
5 Counsel’s ability to achieve certification of the Class EPA claims and reach this Settlement result prior  
6 to trial or dispositive motion practice, thereby avoiding future delay or costs. The experience and  
7 ability of Class Counsel were critical to the results achieved. Class Counsel has significant experience  
8 litigating complex class actions and employment discrimination class actions. *See* Kan Final Decl.  
9 ¶ 35; Andrus Prelim. Decl. ¶ 30; Webber Prelim. Decl. ¶ 14.

10 **Novelty and Complexity of Issues:** As outlined above and in Plaintiffs’ brief in support of  
11 final approval, this litigation presented complex questions requiring extensive discovery, time with  
12 experts to calculate damages based on class wide data for over 15,000 class members, and vigorous  
13 motion practice. *See* Section II, *supra*; Final Approval MPA 2-4. Plaintiffs completed extensive  
14 discovery, including taking 22 depositions of corporate witnesses as part of the class certification  
15 stage, and four merits depositions, taking two expert depositions, defending two expert depositions and  
16 nine Named Plaintiff depositions, serving and responding to multiple sets of written discovery  
17 requests, and legal research in order to order to refute Defendants’ arguments that a class could not be  
18 maintained because the class spanned different Segments and Business areas. *See* Andrus Prelim.  
19 Decl. ¶¶ 10-14; Kan Final Decl. ¶ 31.

20 Additionally, the Equal Pay Act was amended in 2015, only four years before Plaintiffs filed  
21 their case. These amendments made the California EPA broader than the federal EPA because federal  
22 EPA because when the legislature amended the state EPA in 2015 it found it had become “virtually  
23 identical to the federal Equal Pay Act” and “must be improved.” The Fair Pay Act of 2015 (Sen. Bill  
24 No. 358 (2015–2016 Reg. Sess.) §§ 1-3). Thus, maintaining a class action under the amended EPA  
25 raised novel legal questions which Plaintiffs had to research and address in their class certification  
26 briefing and prepare to address in the merits phase of the litigation.

27 **Contingent Risk:** Class Counsel incurred significant risk to prosecute this case on a  
28 contingency basis. The litigation resulted in Class Counsel foregoing other fee-generating work.

1 *Serrano v. Priest*, 20 Cal. 3d 25, 49 (1977) (finding that one of the factors that weighs in favor of  
2 granting a request for attorneys' fees is the "the extent to which the nature of the litigation precluded  
3 other employment by the attorneys"). Because Class Counsel must maintain appropriate attorney and  
4 staff-to-case ratios, taking this case required that Class Counsel turn away other potential fee-  
5 generating work. Kan Final Decl. ¶ 42; Andrus Final Decl. 33; Webber Final Decl. ¶ 28. Class  
6 Counsel took this case on a contingent basis, committing themselves to prosecuting the case despite the  
7 risk that they would neither recoup their advanced costs nor be paid for their time and resources. Kan  
8 Final Decl. ¶ 42; Andrus Final Decl. 33; Webber Final Decl. ¶ 28; *see Ketchum*, 24 Cal. 4th at 1132  
9 (citation omitted) ("[A] contingent fee contract, since it involves a gamble on the result, may properly  
10 provide for a larger compensation than would otherwise be reasonable.").

11 As of the filing of this motion, no class members have objected to Class Counsel's requested  
12 attorneys' fees award. Consequently, the Court should grant Class Counsel's request for attorneys'  
13 fees because it is reasonable under both the common fund and lodestar/multiplier cross-check methods.

14 **B. The Requested Litigation Costs Are Reasonable.**

15 Class Counsel respectfully requests final approval of \$1,754,215.26 to reimburse litigation  
16 expenses and costs incurred or to be incurred through the conclusion of this action. Courts routinely  
17 reimburse class counsel for costs incurred in prosecuting civil actions on a contingent basis. *Plumbers*  
18 *& Steamfitters, Local 290 v. Duncan*, 157 Cal. App. 4th 1083, 1099 (2007); *In re Media Vision Tech.*  
19 *Sec. Litig.*, 913 F. Supp. 1362, 1366-1372 (N.D. Cal. 1996). The Settlement provides for the  
20 reimbursement of Class Counsel's reasonable costs and expenses up to \$1.8 million. The Class Notice  
21 informed class members that Class Counsel would request reimbursement of costs up to \$1.8 million.  
22 Argueta Decl. Ex. A (Settlement Notice 5).

23 Class Counsel's costs and expenses through June 30, 2025, which include all expenses and  
24 costs over the nearly six years of intensely litigating this case are \$1,721,715.26. Kan Final Decl.  
25 ¶¶ 44-45; Andrus Final Decl. ¶ 31; Webber Final Decl. ¶¶ 30-32. These costs include court-filing and  
26 process-serving fees, e-discovery fees, extensive expert costs, mediation costs for four mediation  
27 sessions, court reporter costs associated with hearings and depositions, online research costs, postage  
28 costs, and copying costs. Kan Final Decl. ¶ 46; Andrus Final Decl. ¶ 31; Webber Final Decl. ¶ 32. A

1 sizable portion of these out-of-pocket costs relate to expert costs that were necessarily incurred to  
2 obtain class certification, to calculate class damages for the merits-phase of litigation and settlement  
3 discussions, and to calculate estimated Settlements payments provided with the distributed settlement  
4 Notice. Additional expert costs will be incurred in the future so that final Settlement shares can be  
5 calculated for the participating Settlement Class Members. *See* Kan Final Decl. ¶ 47; Andrus Final  
6 Decl. ¶ 32; Webber Final Decl. ¶ 33. These documented costs reflect efficient litigation of the case  
7 and constitute the type of costs awarded California courts. Kan Final Decl. ¶ 46; *see, e.g., Jewett v.*  
8 *Oracle Am., Inc.*, No. 17CIV02669 (San Mateo Cnty. Super. Ct. Oct. 16, 2024), Kan Decl. Ex. 6 (in  
9 California EPA class settlement, approving costs of over \$1.3 million for similar items from a  
10 settlement fund of \$25 million). Moreover, as of the filing of this motion, no class members have  
11 objected to Class Counsel’s requests for costs.

12 Plaintiffs anticipate that additional costs through the final accounting of the Settlement,  
13 including the costs of expert work required to calculate final settlement shares for the participating  
14 Settlement Class Members, will add \$32,500. Kan Final Decl. ¶ 47; Andrus Final Decl. ¶ 32; Webber  
15 Final Decl. ¶ 33. The combined requested litigation costs and expenses, including incurred or to be  
16 incurred costs, totals \$1,754,215.26. Kan Final Decl. ¶ 47; Andrus Final Decl. ¶ 32; Webber Final  
17 Decl. ¶ 33.

18 This request for reimbursement of costs and expenses totaling \$1,754,215.26 is reasonable and  
19 should be approved. While Plaintiffs have provided an updated accounting of costs through June 30,  
20 2025, they will updated their cost request prior to the final approval hearing. Kan Final Decl. ¶ 47.

21 **C. The Requested Service Payments to the Class Representatives Are Reasonable.**

22 The Plaintiffs are eligible to receive service awards that reasonably compensate them for  
23 undertaking and fulfilling a fiduciary duty to represent the absent class members. *See Cellphone Term.*  
24 *Fee Cases*, 186 Cal. App. 4th 1380, 1393-94 (2010); *Bell v. Farmers Ins. Exch.*, 115 Cal. App. 4th  
25 715, 725-26 (2004) (affirming service payments to class representatives); Manual for Complex  
26 Litigation § 21.62 (4th ed. 2004) (service awards are warranted). Service awards “are intended to  
27 compensate class representatives for work done on behalf of the class, to make up for financial or  
28 reputational risk undertaken in bringing the action, and, sometimes, to recognize their willingness to

1 act as a private attorney general.” *Cellphone Term. Fee Cases*, 186 Cal. App. 4th at 1393-94 (citation  
2 omitted); *Munoz v. BCI Coca-Cola Bottling Co. of L.A.*, 186 Cal. App. 4th 399, 412 (2010) (“Plaintiffs  
3 are eligible for reasonable incentive payments to compensate them for the expense or risk they have  
4 incurred in conferring a benefit on other members of the class.”).

5 Each of the nine Plaintiffs here seek service awards of \$10,000 (totaling \$90,000), to be  
6 deducted from the Total Settlement Amount. The Settlement allows Plaintiffs to request Service  
7 Awards, and the Class Notice informed Class Members that the nine Plaintiffs will be requesting  
8 \$10,000 each. As of the filing of this motion, no class member has objected to the service award  
9 request.

10 The awards sought here are comparable with service awards granted in other litigation and are  
11 justified by the risks and efforts undertaken by the Plaintiffs. These risks and efforts on behalf of the  
12 class are not duplicative of work spent litigating their individual, non-class promotional claims, and  
13 Plaintiffs should be separately awarded for their efforts on behalf of the class.

14 **1. The Service Awards Are Within the Range or Lower than Comparable Cases.**

15 The proposed awards here are well within the range of awards courts, including this Court,  
16 have granted. *See, e.g., Alonzo v. First Transit, Inc.*, No. BC433932 (L.A. Cnty. Super. Ct. Jun. 10,  
17 2016) (E. Berle), Kan Final Decl. Ex. 9 (approving \$10,000 service award to each of the six named  
18 plaintiffs); *Vaquero v. Stoneledge Furniture LLC*, No. BC522676, 2018 WL 3519352 (L.A. Cnty.  
19 Super. Ct. May 25, 2018) (E. Berle) (approving service awards of \$15,000 and \$10,000 for two named  
20 plaintiffs); *Ruiz v. Jack in the Box, Inc.*, No. RG16807477, 2020 WL 9456673 (Alameda Cnty. Super.  
21 Ct. Jan. 10, 2020) (approving a \$16,500 service award to named plaintiff); *Bartoni v. Am. Med.*  
22 *Response W.*, No. RG08382130, 2019 WL 12265864 (Alameda Cnty. Super. Ct. Sept. 13, 2019)  
23 (approving service awards of \$15,000 to each of the four named plaintiffs). Of particular note, the  
24 named plaintiffs in *Jewett v. Oracle* and *Ellis v. Google*, which similarly involved class wide  
25 California EPA claims, were awarded between \$50,000 and \$75,000 service awards each. *Jewett*, No.  
26 17CIV02669 (San Mateo Super. Ct. Oct. 16, 2024), *Ellis*, No. CGC-17-561299 (San Francisco Cnty.  
27 Super. Ct. Oct. 25, 2022), Kan Final Decl. Exs. 6, 8. Like here, the named plaintiffs in *Ellis* also  
28 entered separate settlements for their non-class claims in addition to representing the class.

1           **2. The Actions Plaintiffs Took to Protect the Interests of the Class, and the Amount**  
2           **of Time Spent on Those Actions.**

3           The Plaintiffs have expended significant amounts of time on this case and have filed  
4           declarations attesting to the efforts they have made in furtherance of this case. *See* Compendium of  
5           Named Pls’ Decls. in Supp. of Pls’ Mot. for Reasonable Attorneys’ Fees, Costs, and Service Awards  
6           (“Compendium of Pls.’ Decls.”).<sup>9</sup> The Plaintiffs took their roles as representatives of the class very  
7           seriously, and diligently participated in and monitored the case, spending between 55 and 160 hours  
8           each working on the litigation to the benefit of the class and staying in contact with Class Counsel  
9           throughout the nearly six years of litigation. *See id.*

10          Each of the Plaintiffs prepared for and then sat for day-long depositions, lasting between 6 to  
11          10 hours each. *See* Buckley Decl. ¶ 8; Dolan Decl. ¶ 7; Eady-Marshall Decl. ¶ 10; Johnson Decl. ¶ 10;  
12          Joo Decl. ¶ 8; Moore Decl. ¶ 8; Rasmussen Decl. ¶ 10; Sinn Decl. ¶ 7; Train Decl. ¶ 8. The Plaintiffs  
13          each worked with their attorneys to respond to discovery related to the class claims, including  
14          document requests and interrogatories. Buckley Decl. ¶ 7; Dolan Decl. ¶ 5; Eady-Marshall Decl. ¶ 7;  
15          Johnson Decl. ¶ 7; Joo Decl. ¶ 5; Rasmussen Decl. ¶ 8; Sinn Decl. ¶ 5; Train Decl. ¶ 5. The Plaintiffs  
16          were actively engaged in the litigation on behalf of the Class’s interests and showed up to court to  
17          represent the Class, including at regularly scheduled status conferences and discovery motions. The  
18          Plaintiffs attended multiple hearings in person and remotely, including the hearing on Defendants’  
19          demurrer, the multiple hearings for Plaintiffs’ class certification motion, hearings related to discovery  
20          motions, status conferences, and the hearing on preliminary approval. *See, e.g.,* Dolan Decl. ¶¶ 6, 11,  
21          12; Eady-Marshall Decl. ¶¶ 9, 14, 15; Johnson Decl. ¶¶ 9, 14, 15; Joo Decl. ¶¶ 7, 12; Moore Decl. ¶¶ 7,  
22          12, 13; Rasmussen Decl. ¶¶ 9, 14; Train Decl. ¶¶ 7, 13.

23          The Plaintiffs actively participated in the multiple mediations that occurred in the course of this  
24          case. They prepared for the mediations with the attorneys and other plaintiffs, and either attended the  
25          mediation sessions or made themselves available during the mediation sessions to answer questions  
26

27          

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28          <sup>9</sup> These Declarations were originally filed with Plaintiffs’ Motion for Preliminary Approval of Class  
and Representative Action Settlement (Nov. 25, 2025), and Plaintiffs have refiled them here for the  
Court’s convenience.

1 from Class Counsel. Buckley Decl. ¶¶ 9, 11, 12; Dolan Decl. ¶¶ 8, 10, 13; Eady-Marshall Decl. ¶¶ 11,  
2 13, 14; Johnson Decl. ¶¶ 11, 13, 16; Joo Decl. ¶¶ 9, 11, 14; Moore Decl. ¶¶ 9, 11, 14; Rasmussen Decl.  
3 ¶¶ 11, 13, 16; Sinn Decl. ¶¶ 8, 10, 11; Train Decl. ¶¶ 9, 11, 14. They also met to discuss the Settlement  
4 with Class Counsel, asking follow-up questions about the details of the agreement, and evaluating the  
5 Settlement by considering the risks and benefits to the class. Buckley Decl. ¶ 13; Dolan Decl. ¶ 14;  
6 Eady-Marshall Decl. ¶ 15; Johnson Decl. ¶ 17; Joo Decl. ¶ 15; Moore Decl. ¶ 15; Rasmussen Decl. ¶  
7 17; Sinn Decl. ¶ 12; Train Decl. ¶ 15.

8 The Court has already appointed three of the Plaintiffs as class representatives for the certified  
9 EPA claims after determining they raised typical claims of the EPA Class, would act as responsible  
10 fiduciaries for the EPA Class, and had no conflicts of interest. Class Cert. Order, 12-13.

11 The Plaintiffs’ willingness to devote significant time to the investigation, litigation, and  
12 eventual resolution of this case safeguarded the interests of the class and helped achieve the excellent  
13 Settlement for the class. During the course of this case, several of the Plaintiffs heard from other  
14 women at Disney, who expressed their gratitude that they were willing to stand up and bring this  
15 lawsuit. *See, e.g.*, Buckley Decl. ¶ 5; Rasmussen Decl. ¶ 4; Eady-Marshall Decl. ¶ 5.

16 **3. The Degree to Which the Class Has Benefitted from Plaintiffs’ Actions**

17 Here, over 15,000 class members will receive a settlement payment due to the Plaintiffs’  
18 willingness to bring forth this suit and devote almost six years to this litigation. Class members will  
19 receive an average award of \$1,726. Additionally, non-monetary relief will benefit the class going  
20 forward.

21 **4. The Risk and Difficulties Experienced by the Plaintiffs.**

22 In addition to the time spent on the litigation, the Plaintiffs took a risk by putting their name on  
23 a lawsuit involving thousands of women and a large and influential company. *In re High-Tech Em.*  
24 *Antitrust Litig.*, No. 11-CV-02509-LHK, 2015 WL 5158730, at \*17 (“[C]lass representatives risked  
25 significant workplace retaliation by serving as a named plaintiff in this high-profile lawsuit.”); *Lusby v.*  
26 *GameStop Inc.*, No. C12-03783 HRL, 2015 WL 1501095, at \*9 (N.D. Cal. Mar. 31, 2015) (noting that  
27 class representatives “risked having their participation in this litigation be an impediment to future  
28 employment”).



1 At the time the lawsuit was filed, most of the Plaintiffs were employed by Defendants. Kan  
2 Prelim. Decl. ¶ 30. Several of the Plaintiffs feared the possibility of retaliation or scrutiny from their  
3 colleagues for participating in active litigation against their employer, and all put themselves in the  
4 spotlight and risked that future employers would learn of their role in the litigation and look  
5 unfavorably on it. *See, e.g.,* Buckley Decl. ¶ 4; Dolan Decl. ¶ 17; Eady-Marshall Decl. ¶ 4; Johnson  
6 Decl. ¶ 4; Joo Decl. ¶ 18; Moore Decl. ¶ 18; Rasmussen Decl. ¶ 4; Sinn Decl. ¶ 15; Train Decl. ¶ 18.

7 Defendants are a large and well-known company, and the litigation was covered by news  
8 outlets, meaning the Plaintiffs put themselves in the public eye in order to prosecute this case. *See id.*

9 **5. Duration of the Litigation**

10 After investigation, the case was filed in September 2019; all of the Plaintiffs joined the case  
11 between February and December 2019. Buckley Decl. ¶ 3; Dolan Decl. ¶ 3; Eady-Marshall Decl. ¶ 3;  
12 Johnson Decl. ¶ 3; Joo Decl. ¶ 3; Moore Decl. ¶ 3; Rasmussen Decl. ¶ 3; Sinn Decl. ¶ 3; Train Decl. ¶  
13 3. The fact that they all been part of the case for around six years weighs in favor of granting the  
14 requested service awards. *See, e.g., Jewett v. Oracle Am., Inc.*, No. 17CIV02669 (San Mateo Cnty.  
15 Super. Ct. Oct. 16, 2024), Kan Final Decl. Ex. 6 (Plaintiffs each awarded \$50,000 for participation in  
16 seven-year litigation); *Ellis*, No. CGC-17-561299 (San Francisco Cnty. Super. Ct. Oct. 25, 2022), Kan  
17 Decl. Ex. 8 (Class representatives awarded \$50,000 and \$75,000 for participating in four-and-a-half  
18 year litigation).

19 **6. Personal Benefit (or Lack Thereof) Enjoyed by the Class Representatives.**

20 All nine Plaintiffs have been dedicated to the interests of the class throughout the long  
21 litigation, and described their commitment to benefitting the class, including through non-monetary  
22 relief. *See* Compendium of Pl. Decls. Most of the Plaintiffs no longer work for Disney, meaning most  
23 will not benefit from the non-monetary relief created by the Settlement. *See* Compendium of Pl.  
24 Decls.

25 Although the Plaintiffs also negotiated separate settlement agreements for their individual, non-  
26 class promotion claims, this fact should not weigh against the service awards requested here in light of  
27 the significant time and risk they took in order to represent the class, and in light of the excellent  
28 results for the class. As the Plaintiffs have detailed elsewhere, the Individual Settlements in this case

1 resolve claims that are distinct from, arise from different employment policies and practices from those  
2 resolved by the class, and were negotiated separately from the class wide settlement. Supp. Prelim.  
3 Approval MPA. The Court considered Plaintiffs’ briefing and declarations, including an expert  
4 declaration, showing that there was no conflict of interest between the Plaintiffs and the Class resulting  
5 from the individual settlement agreements before preliminarily approving the Settlement and  
6 conditionally appointing all nine as settlement class representatives. Prelim. Approval Order ¶¶ 3, 4.

7 Moreover, courts grant service award requests, even where class representatives also negotiated  
8 separate individual settlements in relation to separate, non-class claims. *See, e.g., Ellis v. Google*, No.  
9 CGC-17-561299 (San Francisco Cnty. Super. Ct. Oct. 25, 2022)(awarding service awards of \$50,000  
10 and \$75,000 to the class representatives, who had also settled individual, non-class claims), Kan Decl.  
11 Ex. 8; *Robert v. Electrolux Home Prods., Inc.*, No. CV13-2339-CAS VBKX, 2014 WL 4568632 at \*9  
12 (C.D. Cal. Sept. 11, 2014) (awarding incentive awards to class representatives for their time spent  
13 prosecuting the class action in case where class representatives also reached individual settlements for  
14 non-class claims); *Vanwagoner v. Siemens Indus., Inc.*, No. 2:13-CV-01303-KJM, 2014 WL 7273642,  
15 at \*13 (E.D. Cal. Dec. 17, 2014) (same); *Chen v. W. Digital Corp.*, No. 819CV00909JLSDFM, 2021  
16 WL 9720778, at \*2 (C.D. Cal. Jan. 5, 2021) (same). For example, the court in *Flores v. Dart*  
17 *Container* granted a service award to a named plaintiff in a wage and hour class action, who also  
18 settled separate individual FEHA claims. The court noted that the fact of the separate individual  
19 settlement “did not alter” the Court’s decision to grant the award, because a class action against an  
20 employer “necessarily involves a widespread notice campaign that is designed to bring additional  
21 attention to the claims at issue” and the decision to act as a named plaintiff in a class action carries  
22 distinct “risks to one’s reputation and future employment prospects.” Mem. & Order Grant’g Mot. for  
23 Final Approval of Class Action Settlement, *Flores v. Dart Container Corp.*, No. 2:19-CV-00083 at 24-  
24 25 (E.D. Cal. May 18, 2021) (Kan Final Decl. Ex. 13). Similarly here, the Plaintiffs’ decision to be  
25 part of a class action representing thousands of women necessarily amplified the public nature of their  
26 suit, as their names are on the class notice (Argueta Decl. Ex A (Settlement Notice 9)) and this case  
27 received extensive media coverage. The Named Plaintiffs also took on additional litigation  
28 responsibilities that are both time consuming and unique to their role as class representatives, including

1 responding to specific class certification discovery, sitting for depositions focused on class certification  
2 issues, and otherwise ensuring that they put the class's interests ahead of their own. *See* Compendium  
3 of Pl. Decls.

4 In light of the separate work and risk undertaken by the Plaintiffs to litigate their class wide pay  
5 discrimination claims, the request for \$10,000 service awards is reasonable and does not give an undue  
6 benefit to Plaintiffs.

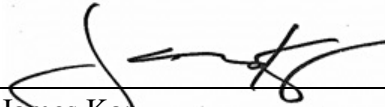
7 **IV. CONCLUSION**

8 For the reasons set forth above, Class Counsel respectfully request that the grant their motion b  
9 awarding attorneys' fees of \$14,416,666.67, reimbursing litigation costs in the amount of  
10 \$1,754,215.26, and awarding service awards of \$10,000 each to the nine Named Plaintiffs.

11  
12 Dated: July 14, 2025

Respectfully submitted,

13 DARDARIAN HO KAN & LEE

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15 \_\_\_\_\_  
James Kan

16 *Attorneys for Plaintiffs, the Certified Class,*  
17 *and Aggrieved Employees*  
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