IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF KANSAS

RICHARD MARCH, *et al*., individually and on behalf of all others similarly situated, Plaintiffs, v. BANK OF AMERICA, N.A., Defendant.	Case No. 2:23-cv-02360-EFM-TJJ

MEMORANDUM OF LAW IN SUPPORT OF PLAINTIFFS' UNOPPOSED MOTION FOR AWARD OF ATTORNEYS' FEES, EXPENSES, AND SERVICE AWARDS TO PLAINTIFFS

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INTRODUCTION

After litigating three parallel federal district court actions in Kansas, New York, and California and with two fully briefed class certification motions pending, Class Counsel secured a $17.5 million non-reversionary common fund settlement to resolve claims for unpaid wages on behalf of more than seven thousand workers. The average class member will receive a check of more than $1,400 net of all fees and expenses—mailed directly to them, without any claims process. By any measure, this represents an excellent result for these workers.

But a positive result was far from guaranteed here. Indeed, absent Class Counsel's persistent efforts and development of a novel, bespoke legal theory, most class members' claims likely would have been time-barred, resulting in them recovering nothing. That they are now eligible for a substantial recovery is the direct result of Class Counsel's work, which was significant. Over two-and-a-half years and across three federal cases, Class Counsel conducted extensive discovery, took five corporate representative depositions, produced six Plaintiffs for depositions, engaged experts to analyze hundreds of thousands of complicated wage and hour records, and fully briefed two class certification motions. At the same time, Class Counsel conducted three full-day mediations, and ultimately achieved this settlement through a mediator's proposal. All the while, their efforts were vigorously opposed by skilled defense counsel representing one of the most powerful and well-resourced institutions in the country. Absent Class Counsel's willingness to undertake this challenging and risky litigation and to devote substantial resources towards vindicating the class's interests, the settlement would not have been possible.

The time and money spent by Class Counsel to achieve this result were advanced on a fully contingent basis. For their work, Class Counsel seek the attorneys' fees equal to the customary one-third of the settlement fund (here, $5,833,333.33) a sum amply supported by district and circuit precedent. *See, e.g., In re EpiPen (Epinephrine Injection, USP) Mktg., Sales Pracs. &*

Antitrust Litig., 2022 WL 2663873, at *5 (D. Kan. July 11, 2022) ("Our court consistently has recognized that a one-third fee is customary in contingent-fee cases . . . and well within the range typically awarded in class actions."); *In re Syngenta AG MIR 162 Corn Litig.*, 61 F.4th 1126 (10th Cir. 2023). The requested fee is also reasonable under the *Johnson* factors given the complex nature and novelty of the issues in this action, the meaningful settlement, and the skill necessary to navigate the former while delivering the latter. *Johnson v. Ga. Highway Express, Inc.*, 488 F.2d 714 (5th Cir. 1974).

Additionally, Class Counsel request reimbursement of their expenses in the amount of $222,057.54 and payment of service awards to each of the Plaintiffs in the amount requested herein for their efforts in coming forward and participating in discovery on behalf of the class. These requests are fair, reasonable, and consistent with Tenth Circuit law.

FACTUAL BACKGROUND

The history of this litigation was detailed fully in Plaintiffs' preliminary approval brief (Dkt. 56) and accompanying Declaration of George A. Hanson (Dkt. 55-3). Taken together, it demonstrates significant time and labor required in this case, the risks the claims faced, and the strength of the result, along with other considerations bearing on the fee award. That history is summarized below for the convenience of the Court.

By the conclusion of this litigation, Class Counsel will have devoted more than 3,500 hours to the prosecution of this matter. *See* Hanson Decl. ¶ 21. Hundreds of these were spent on the fast-paced pre-suit investigation, as Class Counsel raced to develop the facts and legal theories to file suit and preserve as much of the employees' claims as possible. Specifically, in late June 2023, Class Counsel was contacted by former employees of the Bank who had worked on the PPP loan program. They explained that workers assigned to process PPP loans were promised incentive payments that they did not believe were being paid correctly, albeit for reasons that were not

entirely clear. *Id.* at ¶¶ 7-8. To that point, no legal action had been taken against the Bank with respect to the pay practices of its PPP loan program. Most of the work of that program had been conducted in a condensed period from April to August 2020—that is, about three years prior. *Id.* at ¶¶ 3-4. Indeed, had just a few more months passed, the Bank's liability would have almost certainly faded with the sands of time, as the vast majority of the employees' claims became barred by the statute of limitations.

But Class Counsel moved quickly to gather documents, formulate legal theories of recovery, and identify affected employees who would be willing to represent a potential class in a lawsuit. As a result of these substantial efforts, Class Counsel was able to draft and file thorough pleadings to preserve the interests of affected employees just over one month after receiving the initial case intake. *Id*. at ¶¶ 4-5.

From the beginning, it was clear that one of the main roadblocks to a successful outcome for the employees would be the timeliness of the claims. In the normal course, an attorney seeking to redress widespread, nationwide practices resulting in unpaid overtime wages would turn to the federal Fair Labor Standards Act (FLSA). But the limitations period for an FLSA claim is, at most, three years. *See* 29 U.S.C. § 255. And unlike class actions under Rule 23, the filing of a collective action under the FLSA does not toll the limitations period for absent class members until they file a written consent form joining the case. 29 U.S.C. § 256(b). In investigating the case, counsel learned that much of the work on the PPP loan program had tapered off by the middle of the summer of 2020. In other words, more than three years after counsel first learned of the potential case.

Undeterred, counsel set upon a solution to preserve the employees' claims, which hinged on state-law wage statutes rather than the federal FLSA. This effort proved successful and resulted

in thousands of employees receiving meaningful compensation under the settlement when they almost certainly would have otherwise received nothing.

First, having found that New York and California—two states that had limitations periods for unpaid wages claims that extended longer than three years[1]—appeared to have been hotbeds of PPP loan processing work for the Bank, they would file suit separately in those jurisdictions to fully preserve those state law claims. *See* Hanson Decl. at ¶ 6. For the remainder, counsel's intensive research revealed a possible path forward to save the claims. This approach rested on a handful of unique features of Kansas law.

The first of these was the state's COVID-19 tolling order, which tolled all statutes of limitations from March 19, 2020, to April 15, 2021. *See* Kansas Supreme Court Administrative Order 2021-PR-020; K.S.A. § 20-172. That tolling period applied to state law claims adjudicated in federal court (though not to federal law claims like the FLSA). *See Tran v. Cnty. of Douglas*, No. 2021 WL 5505455, at *5 (D. Kan. Nov. 24, 2021). Plaintiffs thus filed a multistate class action under Rule 23, invoking the overtime, wage payment, and contract laws of all states other than New York and California. Then, relying on Kansas Supreme Court authority, they sought to have Kansas' limitations period—including the tolling order making the period in which the PPP loan program was in effect timely—applied to the entire class, including those employees whose claims were governing by the substantive law of other states. *See Wortman v. Sun Oil Co.* 241 Kan. 226, 232, 755 P.2d 488, 493 (1987) (applying Kansas' statute of limitations to all members of a multistate class, including those whose claims arose in other states). Moreover, to the extent that

[1] The statute of limitations for unpaid wages under New York law is six years. N.Y. Lab. Law § 198(3). And though the California Labor Code has a three-year limitations period, claims for wages are recoverable under the state's Unfair Competition Law, which has a four-year lookback period. *See* Cal. Bus. & Prof. Code § 17208.

the Court's jurisdiction to consider the claims of out-of-state class members would be at issue, Kansas law recognizes that companies like the Bank that register to do business in the state consent to all-purpose jurisdiction in its courts, *see Merriman v. Crompton Corp*., 282 Kan. 433, 445 (2006)—a theory of personal jurisdiction that had just recently been upheld by the Supreme Court. *See Mallory v. Norfolk S. Ry. Co*., 600 U.S. 122 (2023). And unlike under the FLSA, the filing of an action under Rule 23 automatically stopped the clock on the running of the limitations period as to absent class members. *See Am. Pipe & Const. Co. v. Utah*, 414 U.S. 538, 554 (1974).

Class Counsel filed three separate actions—one in the Southern District of New York on behalf of New York employees, one in the Northern District of California on behalf of California employees, and the case in this Court on behalf of all other employees throughout the United States. As outlined in Plaintiffs brief in support of preliminary approval, Plaintiffs initially believed from the Bank's pay records that the Bank was not including PPP incentive pay in the regular rate for overtime at all. However, Plaintiffs' theories evolved as they gained more information. *See* Hanson Decl. at ¶¶ 6-8. Ultimately, significant, months' long informal discovery communications with the Bank revealed two discrete issues. First, the Bank was arguably not fully paying the promised PPP incentives to non-exempt workers because they were using the incentives to offset statutory overtime. Second, the Bank had pressed exempt workers into performing what Plaintiffs contend was non-exempt work (*i.e.*, PPP loan processing) but had not reclassified them and continued to pay them as if they were still exempt.

Plaintiffs thus amended their complaints to clearly articulate these theories. Between the three separately filed cases, Plaintiffs moved forward with claims for failure to pay incentive payments promised to them on behalf of all PPP employees in the United States on a breach of

contract theory, and a corresponding violation of the wage payment and/or overtime statutes of 48 jurisdictions. *Id.* at ¶ 9.

The Bank filed an answer in each of the cases, and the parties proceeded to discovery. From the outset, the parties engaged in a robust exchange of information on an informal basis. And early on, they agreed to coordinate formal discovery across the three actions, such that any discovery taken in one case would be equally applicable to the other two. *Id.* Most formal discovery was conducted in the *March* action pending in this Court, which entered a bifurcated scheduling order calling for a first phase of discovery directed toward class certification issues, and a second phase directed toward merits issues after class certification had been ruled upon. *See* Dkt. 24. The deadline for the completion of Phase I discovery was December 10, 2024, with Plaintiffs' motion for class certification due one month later. *Id.* at *2.

Plaintiffs served their initial written discovery, consisting of interrogatories, requests for production, and requests for admissions, on June 24, 2024. The Bank provided its initial responses on August 23, 2024, and supplemented its production of documents on several occasions thereafter. The Bank produced hundreds of individual documents amounting to thousands of pages, along with numerous voluminous Excel spreadsheets. The Bank also produced class-wide payroll and timekeeping data, for which Plaintiffs retained an expert statistician to analyze. Plaintiffs took the depositions of five separate corporate representatives designated by the Bank over the course of the following months, those being Toby Clifton, Andreas Laporta, Patricia Johnson, Mary Ciruzzo, and Elise Thompson. Those deponents each testified on various aspects of the Bank's PPP loan program, including the process used to redeploy employees to the program, the tasks and duties performed by workers assigned to the program, and the methodologies used to calculate the PPP incentive payments made to nonexempt workers. Hanson Decl. at ¶¶ 10-11.

In the meantime, Plaintiffs also responded to discovery from the Bank. The Bank served interrogatories and requests for production to each of the named Plaintiffs, to which Plaintiffs timely responded. The Bank also took the depositions of Plaintiffs March, Hollins, Lu, Coluzzi, Marchelos, and Lieb. Following the close of Phase I discovery, Plaintiffs moved for class certification in the *March* action before this Court on January 10, 2025. *See* Dkt. 33-36. The Bank filed its opposition, and Plaintiffs subsequently replied on March 3, 2025. *See* Dkt. 43; 47. The parties also fully briefed Plaintiffs' motion for class certification in the *Bolanos* action pending in the Northern District of California, with Plaintiffs having filed their reply brief on March 26, 2025. Hanson Decl. at ¶¶ 27-28.

All the while, the parties worked steadfastly toward a negotiated settlement of the case and did so across three separate sessions at different stages of the case. Ultimately, one week after class certification was fully briefed in this case, the parties mediated until nearly midnight with experienced wage-and-hour mediator Michael E. Dickstein at O'Melveny & Myers, LLP's New York City office. That was the third such mediation in the case, with the parties previously having held full-day sessions with mediator Jeffrey Fuchsman in Los Angeles on June 10, 2024, and with Hon. Jay C. Gandhi (Ret.) of JAMS in New York on February 1, 2024. This lengthy and evolving conciliatory process allowed the parties to fully and candidly test the strengths and weaknesses of their respective positions. At the last of these mediations, the parties were able to reach an understanding as to the overall scope and structure of the settlement. But the total amount to be paid by the Bank remained disputed, and so no agreement was reached. Nonetheless, Mr. Dickstein continued to facilitate discussion between the parties over the following weeks and months, which culminated in him making a double-blind mediator's proposal to the parties on May 13, 2025. That proposal called for the settlement of all claims at issue in the three coordinated cases for $17.5

million. On May 16, 2025, Mr. Dickstein announced that both parties had accepted his proposal. *Id.* at ¶¶ 14-15.

The parties then notified the Court that they had reached a settlement in principle, *see* Dkt. 48, and set to work preparing the detailed terms of the settlement agreement. On August 12, 2025, Plaintiffs moved for preliminary approval of the settlement. The Court granted Plaintiffs' motion on August 21, 2025, finding that the Court would likely approve the settlement as fair, reasonable, and adequate and thus ordered notice of the settlement to be issued to the class and scheduled a final approval hearing for December 4, 2025. *See* Dkt. 57.

Since then, Class Counsel has worked with notice administrator Analytics Consulting LLC and the Bank's counsel to issue notice to the class, which included review and approval of the final notice form and the settlement website, as well as responses to questions from class members and Analytics. Consistent with the Court's order, Analytics issued notice to the class on September 26, 2025. Class members will have ample opportunity to review and express any views they may have on Class Counsel's requests before the November 10, 2025, deadline. Class Counsel will continue to work with Analytics and class members to ensure progress of the settlement. Hanson Decl. ¶¶ 19-20.

ARGUMENTS AND AUTHORITIES

I. THE COURT SHOULD AWARD CLASS COUNSEL A PERCENTAGE OF THE COMMON FUND

The Supreme Court has long recognized that "a litigant or 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." *Boeing Co. v. Van Gemert*, 444 U.S. 472, 478 (1980); *see also Blum v. Stenson*, 465 U.S. 886, 900 n.16 (1984) (in common fund cases, "a reasonable fee is based on a percentage of the fund bestowed on the class"); *Nieberding v. Barrette Outdoor Living, Inc.*,

129 F. Supp. 3d 1236, 1248 (D. Kan. 2015) ("In Kansas, an attorney who recovers a common fund in a class action has the right to recover a reasonable fee from the fund as a whole."). The purpose of the common fund doctrine is to fairly and adequately compensate class counsel for services rendered on the theory "'that persons who obtain the benefit of a lawsuit without contributing to its costs are unjustly enriched at the successful litigant's expense.'" *Gottlieb v. Barry*, 43 F.3d 474, 482 (10th Cir. 1994) (awarding fees based on percentage of settlement fund).

"[T]he more recent trend has been toward utilizing the percentage method in common fund cases." *Id.*; *In re EpiPen (Epinephrine Injection, USP) Mktg., Sales Pracs. & Antitrust Litig.*, 2021 WL 5369798, at *3 (D. Kan. Nov. 17, 2021); *In re Syngenta AG MIR 162 Corn Litig.*, 357 F. Supp. 3d 1094, 1113-14 (D. Kan. 2018); *Nakamura v. Wells Fargo Bank, Nat'l Ass'n*, 2019 WL 2185081, at *1 (D. Kan. May 21, 2019). The percentage method "is less subjective than the lodestar plus multiplier approach" and is particularly appropriate where, as here, class counsel "was initially retained on a contingent fee basis." *Gottlieb*, 43 F.3d at 484.[2]

"There are strong policy reasons behind the judicial and legislative preference for the percentage of recovery method of determining attorney fees in these cases." *In re Xcel Energy, Inc. Sec., Derivative & "ERISA" Litig.*, 364 F. Supp. 2d 980, 991 (D. Minn. 2005); *see also Rep. of the Third Cir. Task Force, Ct. Awarded Att'y Fees*, 108 F.R.D. 237, 254 (3d Cir. 1985). First, "[the percentage] methodology rewards efficiency and provides plaintiffs' counsel with a strong incentive to effectuate the maximum possible recovery under the circumstances." *In re St. Paul Travelers Sec. Litig.*, 2006 WL 1116118, at *1 (D. Minn. Apr. 25, 2006); *see also In re N.M.*

[2] *See also Uselton v. Com. Lovelace Motor Freight, Inc.*, 9 F.3d 849, 853 (10th Cir. 1993) (adopting percentage approach "rather than lodestar" in awarding attorneys' fees); *Peace Officers' Annuity & Benefit Fund of Ga. v. DaVita Inc.*, 2021 WL 2981970, at *1 (D. Colo. July 15, 2021) ("In common fund cases, the Tenth Circuit has 'recognized the propriety of awarding attorneys' fees . . . on a percentage of the fund, rather than lodestar, basis.'") (alteration in original).

Indirect Purchasers Microsoft Corp. Antitrust Litig., 149 P.3d 976, 993 (N.M. Ct. App. 2006) ("The percentage method is preferred in some jurisdictions, including the Tenth Circuit, because this method rewards efficient and prompt resolutions of class actions . . . ."). Second, the percentage method is consistent with the practice in the private marketplace where contingent fee attorneys are customarily compensated on a percentage-of-the-recovery method. *See Matter of Cont'l Ill. Sec. Litig.*, 962 F.2d 566, 572 (7th Cir. 1992). And third, use of the percentage method decreases the burden imposed upon courts by the "lodestar" method and assures that class members do not experience undue delay in receiving their share of the settlement.

II. THE *JOHNSON* FACTORS SUPPORT CLASS COUNSEL'S FEE REQUEST

Federal courts consider the "*Johnson* factors" – set forth in *Johnson v. Ga. Highway Express, Inc.* – in setting an appropriate fee percentage:

> "(1) the time and labor involved; (2) the novelty and difficulty of the questions; (3) the skill requisite to perform the legal service properly; (4) the preclusion of other employment by the attorney due to acceptance of the case; (5) the customary fee; (6) any prearranged fee – this is helpful but not determinative; (7) time limitations imposed by the client or the circumstances; (8) the amount involved and the results obtained; (9) the experience, reputation, and ability of the attorneys; (10) the undesirability of the case; (11) the nature and length of the professional relationship with the client; and (12) awards in similar cases."

Brown v. Phillips Petroleum Co., 838 F.2d 451, 454-55 (10th Cir. 1988) (citing *Johnson*, 488 F.2d 717-19). The Tenth Circuit "characterize[s] this 'percentage plus *Johnson* factors' framework as a 'hybrid' approach to attorneys' fees." *In re Syngenta AG MIR 162 Corn Litig.,* 61 F.4th 1126, 1193 (10th Cir. 2023). This hybrid approach combines "the percentage fee method with the specific factors used to calculate the lodestar" to assess whether the fee is reasonable. *Id.* Because "'rarely are all of the *Johnson* factors applicable," "a court need not specifically address each *Johnson* factor." *Or. Laborers Emp. Pen. Tr. Fund v. Maxar Techs. Inc.*, 2024 WL 98387, at *3 (D. Colo. Jan. 1, 2024); *see also Law v. Nat'l Collegiate Athletic Ass'n*, 4 F. App'x 749, 752 (10th Cir. 2001)

("We have never held that a district court abuses its discretion by failing to specifically address each *Johnson* factor.") (quoting *Gudenkauf v. Stauffer Communications, Inc.*, 158 F.3d 1074, 1083 (10th Cir. 1998)). The pertinent *Johnson* factors analyzed below and listed in order of importance, support the requested one-third fee award.[3]

A. The Amount Involved and the Results Obtained (Factor 8)

The eighth *Johnson* factor—the result—is regarded by the Supreme Court as the "the most critical factor" in the fee award analysis. *See Hensley v. Eckerhart*, 461 U.S. 424, 436 (1983); *see also In re EpiPen (Epinephrine Injection, USP) Mktg., Sales Practices & Antitrust Litig.,* 2022 WL 2663873, at *4 ("The court finds that the result-obtained factor here deserves greater weight than the other *Johnson* factors."). Here, Class Counsel obtained an outstanding result for the class members, which provides meaningful relief to the affected employees. The settlement class consists of 7,701 employees, and a gross fund of $17,500,000. Based on Class Counsel's analysis of the Bank's class-wide wage and hour records with the assistance of expert statisticians, the average amount of unpaid wages is $2,095 for non-exempt workers and $3,046 for exempt workers. Hanson Decl. at ¶ 16. In other words, Class Counsel's expert data analysis showed unpaid wages of approximately $17,522,055. Depending on the assumptions made, the $17.5 million common fund thus represents make-whole relief for the class. Even after accounting for attorneys' fees, expenses, service awards, and administration costs, the net fund represents approximately 64% of the unpaid wages alleged. That marks an excellent result considering the risks posed by class certification, summary judgment, trial, and appeal.[4] Moreover, the amounts of the payments

[3] In prior orders approving fee awards, courts in this district have analyzed several *Johnson* factors in tandem, which Class Counsel have adopted here. *See, e.g.*, *McFadden*, 2024 WL 3890182, at *6; *KPH Healthcare*, 2024 WL 3360499, at *5.

[4] *See, e.g., Kauffman v. U-Haul Int'l, Inc.*, 2019 WL 1785453, at *3 (E.D. Pa. Apr. 24, 2019) (approving wage and hour settlement where "Plaintiff will receive payment of a meaningful portion (approximately 28%) of his alleged unpaid overtime wages..."); *Dillworth v. Case Farms*

are substantial. The average estimated *per capita* settlement payment net of all fees and costs is more than $1,400 across the class, with the average exempt worker's payment exceeding $1,900 and the average non-exempt worker's payment exceeding $1,350. Hanson Decl. ¶ 17. Further, these payments are allocated proportional to damages, with the highest exempt payment exceeding $34,000 and the highest non-exempt payment exceeding $16,000. *Id.*

This factor strongly supports the requested fee award.

B. Customary Fee (Factor 5) and Awards in Similar Cases (Factor 12)

The fifth *Johnson* factor asks whether the requested fee award is customary. In contingent fee cases, "a one-third fee is customary." *In re Syngenta AG MIR 162 Corn Litig.*, 357 F. Supp. 3d. at 1113-14; *Coe v. Cross-Lines Ret. Ctr., Inc.*, 2024 WL 3566953, at *2 (D. Kan. July 29, 2024), at *2 (approving a 40% contingency fee as "customary" and "represent[ing] the market rate."); *Krant v. UnitedLex Corp.*, 2024 WL 5187565, at *7 (D. Kan. Dec. 20, 2024) ("[I]n our court, an attorney fee award of one-third is consistent with fees awarded in other high-risk, complex class actions resulting in the creation of a common fund."); *Nakamura v. Wells Fargo Bank, N.A.*, 2019 WL 2185081, at *3 (D. Kan. May 21, 2019) ("33%[] is within the range of customary fees awarded in similar cases"); *Nieberding v. Barrette Outdoor Living, Inc.*, 129 F. Supp. 3d 1236, 1250 (D. Kan. 2015) (recognizing a one-third fee of the common fund was "well within the range typically awarded in class actions.").

The twelfth *Johnson* factor asks whether the requested fee is similar to the fee awarded in other cases. "In this Circuit and District, courts typically award one-third of the fund as payment

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Processing, Inc., 2010 WL 776933, at *8 (N.D. Ohio Mar. 8, 2010); (approving a class action settlement that recovered "approximately one-third of claimed unpaid wages" and finding "there can be no doubt that the results achieved for the class members are exceptional."); *Li v. HLY Chinese Cuisine Inc.*, 596 F. Supp. 3d 439, 448 (E.D.N.Y. 2022) (approving settlement of unpaid wages case where the recovery amounted to "approximately 13.8% of the total alleged damages.").

for attorneys' fees in complex class action cases[.]" *In re Hill's Pet Nutrition, Inc. Dog Food Prods. Liab. Litig.*, (D. Kan. July 30, 2021); *see, e.g.*, *Krant*, 2024 WL 5187565, at *9 (awarding attorney fees of one-third of the $1.3 million settlement); *KPH Healthcare Servs., Inc. v. Mylan, N.V.*, 2024 WL 3360499, at *4 (D. Kan. July 9, 2024) (approving a fee award of one-third the common fund settlement amount in a $50 million class recovery, stating "one-third is consistent with fees awarded in comparably high-risk, high potential damage, complex class actions"). Indeed, even higher percentages are routinely awarded. *See, e.g.*, *Jackson v. U.S. Bancorp*, 2022 WL 744693, at *4 (D. Kan. Mar. 11, 2022) (approving attorneys' fees of 40% of the gross settlement fund as "fair and reasonable").

C. Novelty and Difficulty (Factor 2), Skill (Factor 3), and Experience (Factor 9)

The difficulty and novelty of the factual and legal issues presented, the second *Johnson* factor, supports approval of the requested fees in this instance. "Courts emphasize the risk undertaken by counsel" in awarding fees: "complex cases justify higher fees, and simple cases lower fees." *Been v. O.K. Indus., Inc.*, 2011 WL 4478766, at *7 (E.D. Okla. Aug. 16, 2011), *report and recommendation adopted*, 2011 WL 4475291 (E.D. Okla. Sept. 26, 2011). And courts have long recognized that "[w]age-and-hour collective and class actions are, by their very nature, complicated and time-consuming." *Swigart v. Fifth Third Bank,* 2014 WL 3447947, at *7 (S.D. Ohio July 11, 2014) (citing *Beckman v. KeyBank, N.A.*, 293 F.R.D. 467, 479–80 (S.D.N.Y.2013)).

Moreover, as wage and hour cases go, this one was far more novel and difficult than most. Plaintiffs would have had to prevail on their motion to certify a class comprising 48 separate states and corresponding state laws—a proposition the Bank vigorously contested. *See* Dkt. 43. Moreover, Plaintiffs' argument for the timeliness of the vast majority of the employees' claims hinged on the Court's application of Kansas' COVID-19 tolling order to out-of-state class members, a contention that rested on the vitality of a relatively obscure 1987 Kansas Supreme

Court opinion (Westlaw lists only thirteen cases having cited it in more than 38 years since it was decided; none since 2011). *See Wortman v. Sun Oil Co.* 241 Kan. 226, 232, 755 P.2d 488, 493 (1987). And to certify a class of exempt employees, the Court would have to find that their variances in job duties did not give rise to individualized inquiries precluding class certification, an inquiry complicated by the fact that the Bank did not keep records of the duties and work performed by employees on the temporary PPP loan program. While Class Counsel are confident that their arguments for the certification of a litigation class would have ultimately prevailed, they are also cognizant that these issues presented a significant hurdle.

Merits issues presented difficulties too. Indeed, the Bank vigorously contested nearly every aspect of the Plaintiffs' claims. As to the exempt-classified workers, the company relied heavily on a regulation stating that employees do not lose their exemption when they perform nonexempt work responding to "emergencies", *see* 29 CFR § 541.706, along with a Department of Labor bulletin stating that this principle applied to temporary assignments in response to the COVID-19 pandemic. And as to the nonexempt workers, Plaintiffs' theory of recovery turned on the interpretation of a complex web of regulations regarding when certain premium payments or incentives can be credited by an employer toward its statutory overtime obligations and when they cannot. *See* 29 CFR §§ 778.201(c); 778.202; 778.203; 778.207; 778.211. The nonexempt workers' claims were complicated further still by the opaque nature in which the PPP incentive payments were structured and operated together, as well as the lack of records resulting from the improvisational nature of the Bank's PPP loan program and the passage of time since the pandemic. All told, these issues resulted in an action that was exceedingly novel and complex to prosecute.

Fortunately, though, Class Counsel are uniquely skilled and experienced in complex class litigation of this sort. *In re Syngenta AG MIR 162 Corn Litig.*, 357 F. Supp. 3d 1094, 1113 (D. Kan. 2018) (finding lead counsel, including Stueve Siegel Hanson, "very experienced, had very good reputations, were excellent attorneys, and performed excellent work" in awarding one-third of common fund); *Garcia v. Tyson Foods, Inc*., 2012 WL 5985561, at *4 (D. Kan. Nov. 29, 2012), *aff'd*, 770 F.3d 1300 (10th Cir. 2014) (stating with respect to Stueve Siegel Hanson that "it appears that plaintiffs' counsel's experience in wage-hour class actions has unmatched depth."); *see also* **Exhibit 2**, Stueve Siegel Hanson Firm Resume. Class Counsel's skill and experience allowed them to negotiate a favorable settlement that provides meaningful relief to the class, when absent those efforts, the affected employees would have almost certainly ended up with nothing. These factors strongly support Class Counsel's requested fee.

D. Contingent Fee Arrangement (Factor 6) and Desirability (Factor 10)

Courts in this District have explained that cases taken on a contingency basis are less desirable to other attorneys due to a "substantial risk of no recovery[.]" *In re Syngenta*, 357 F. Supp. 3d. at 1114; *see also Eatinger v. BP America Prod. Co.*, (D. Kan. Sept. 17, 2012), ECF No. 375 at ¶ 35 ("The time, effort, and out-of-pocket investment makes a class action undesirable to most attorneys."). This Court has previously recognized the heightened risk in contingency fee cases. *Jackson*, 2022 WL 744693, at *4 ("In addition to their demonstrated expertise and experience in these matters, counsel assumed a substantial risk in taking this matter on a contingency basis."). Class Counsel took on this litigation on a purely contingency basis, meaning that had they faltered at any key stage—class certification, dispositive motions, trial, or appeal—they risked being paid nothing for their work. Further, Class Counsel advanced more than $220,000 in out-of-pocket expenses, which also would not have been recoverable had they not prevailed. Hanson Decl. ¶¶ 2, 22. These factors thus support Class Counsel's request.

E. Time and Labor (Factor 1) and Preclusion of Other Cases (Factor 4)

Time and labor "guides the lodestar analysis in a statutory fee-shifting case, but has minimal importance in a percentage of the common fund case." *KPH Healthcare Services*, 2024 WL 3360499, at *5; *McFadden v. Sprint Commc'ns, LLC*, 2024 WL 3890182, at *7 (D. Kan. Aug. 21, 2024). As the Tenth Circuit has explained, "applying the lodestar method to a common fund case can fail to account for the productive quality of an attorney's labor, that is, whether an attorney's time meaningfully contributed to benefits conferred on the class." *In re Syngenta AG MIR 162 Corn Litig.*, 61 F.4th at 1192. "In a common fund case, the fund, itself, is the measure of an attorney's success." *Id.* And, thus, the size of the fund is a more important factor than the number of hours expended. *Id.*[5]

Nonetheless, "to the extent this factor applies to a percentage-of-the-fund case," it supports the fee request, *see In re EpiPen (Epinephrine Injection, USP) Mktg., Sales Practices & Antitrust Litig.*, 2022 WL 2663873, at *6. A fee is justified where the engagement required extensive time and resources such that it "precluded or reduced [the attorneys'] opportunity for other employment." *Brown v. Phillips Petroleum Co.*, 838 F.2d 451, 455 (10th Cir. 1988). "This guideline involves the dual consideration of otherwise available business which is foreclosed because of conflicts of interest which occur from the representation, and the fact that once the employment is undertaken the attorney is not free to use the time spent on the client's behalf for other purposes." *Johnson*, 488 F.2d at 718.

[5] Thus, "a lodestar analysis (or crosscheck) is neither required nor needed to assess reasonableness in a percentage of the fund determination." *KPH Healthcare* 2024 WL 3360499, at *5 ; *see also Krant*, 2024 WL 5187565, at *8 ("In fact, a lodestar analysis—effectively a crosschecking mechanism—is neither required nor needed to assess the reasonableness in a percentage of the fund determination."). That said, should the Court wish to conduct such a cross-check, Class Counsel can provide their lodestar upon request.

Class Counsel dedicated over 3,500 hours of time and labor to this litigation, with significant work remaining, on a fully contingent basis on behalf of the settlement class at the expense of other opportunities. Hanson Decl. ¶ 21. As explained herein, they conducted extensive factual investigation (both pre-suit and after filing), researched numerous highly complex issues of law, undertook lengthy discovery, fully briefed two motions for class certification, and prepared for and attended three separate mediation sessions, among many other tasks necessary to resolve this case. Courts in this district have recognized much smaller investments of time as still representing significant time and precluding other opportunities. *See, e.g.*, *Krant*, 2024 WL 5187565, at *8 (finding 841.7 hours of time sufficient for reasonableness under Factor 1 and concluding this time spent suggests that counsel rejected other employment opportunities under Factor 4); *McFadden*, 2024 WL 3890182, at *7 (finding 688.7 hours of time sufficient for reasonableness under Factor 1 and concluding this time spent suggests that counsel rejected other employment opportunities under Factor 4). These factors thus provide further support for the requested fee award.

F. Time limitations (Factor 7) and nature and length of the professional relationship with the client (Factor 11)

Finally, the "time limitations imposed by [] the circumstances", *see In re Syngenta AG MIR 162 Corn Litig.*, 61 F.4th at 1142, were meaningful here. As explained herein, Class Counsel had to act quickly to file the cases and preserve the employees' claims. Additionally, though Class Counsel did not have any previous contact with any of the Named Plaintiffs, their network of relationships with other Bank of America loan officers they had previously represented in other cases provided them critical assistance in their initial investigation of the facts of the case. Indeed, Class Counsel's longstanding commitment to representing the interests of loan officers in other large-scale wage-and hour litigation across the country proved invaluable in helping them achieve

a favorable result here. *See James v. Boyd Gaming Corp.*, 2022 WL 4482477, at *17 (D. Kan. Sept. 27, 2022) (finding counsel's "commitment to casino workers across the country [in previous litigation] supports the fee award").

Although less important, these two factors also support the requested fee.

* * *

Taken together, the *Johnson* factors amply support Class Counsel's reasonable request for attorneys' fees of one-third of the $17,500,000 common fund their labor produced, amounting to $5,833,333.33.

III. THE COURT SHOULD PERMIT CLASS COUNSEL TO RECOUP THEIR EXPENSES

"[A]n attorney who creates . . . a common fund for . . . a class is entitled to receive reimbursement of all reasonable costs incurred." *Vaszlavik v. Storage Corp.,* 2000 WL 1268824, at *4 (D. Colo. Mar. 9, 2000). Courts determine whether the requested costs are reasonable by analyzing whether the costs are the type typically billed by attorneys to paying clients in the marketplace. *See In re Bank of America Wage and Hour Employment Litig.*, 2013 WL 6670602, at *4 (D. Kan. Dec. 18, 2013) (awarding costs and expenses that are "typically borne by clients in non-contingent fee litigation") (citing *Case v. Unified Sch. Dist. No. 233*, 157 F.3d 1243, 1257 (10th Cir. 1998)).

Here, the settlement agreement allows Class Counsel to recover "approximately $250,000 for their litigation expenses."[6] *See* Dkt. 55-1 at 36. Class Counsel maintained careful records to document their advanced expenses, which show that they incurred $222,057.54 in reasonable costs and expenses in prosecuting this litigation. Hanson Decl. at ¶ 22. All the costs and expenses were

[6] It also provides for the payment of approximately $75,000 to Analytics, the settlement administrator. *See id.* The amount billed by Analytics to administer the notice program was $74,232.00.

directly related and necessary to Class Counsel's prosecution of the litigation and are typical of complex class actions such as this. *Id.*

Class Counsel therefore respectfully request that the Court approve an award reimbursing their litigation expenses in the amount of $222,057.54.

IV. THE REQUESTED SERVICE AWARDS ARE WARRANTED

This Court has recognized that the time and dedication an individual devotes to a lawsuit helping the common benefit of others can warrant an additional service award payment. *Coe*, 2024 WL 3566953, at *3. It also concluded that a service award "perform[s] the legitimate function of encouraging individuals to undertake the frequently onerous responsibility of [serving as the] named class representative." *Id.* (internal quotations and citations omitted). Service awards are also meant to "reward [class representatives] for . . . personal risk incurred on behalf of the class." *McFadden*, 2024 WL 3890182, at *8.

Here, Plaintiffs request service awards of $10,000 each to Named Plaintiffs Richard March, Belinda Hollins, Diane Coluzzi, Michael Marchelos, Gary Lieb, and Jean Lu, all of whom prepared for and sat for depositions, in addition to spending significant time responding to written discovery requests, searching for and producing documents, and working with Class Counsel to uncover key facts and develop the theory of the case. Hanson Decl. ¶¶ 23-24. They also request a lesser amount of $7,000 to Named Plaintiffs Claude Grant and Giovanna Bolanos, who were not required to sit for depositions, but were nonetheless instrumental in bringing the case forward and assisting Class Counsel's investigation from its earliest stages. *Id.* at ¶ 25.

These modest awards, adding up to $74,000 in total, amount to less than 0.5% of the common fund. They are consistent with—if not lower than—amounts awarded to class representatives in other similar cases. *See, e.g., Tuten v. United Airlines, Inc.*, 41 F. Supp. 3d 1003, 1010 (D. Colo. 2014) (approving $15,000 service award to class representative suing his

employer); *Torres v. Gristede's Operating Corp*., 2010 WL 5507892, at *7 (S.D.N.Y. Dec. 21, 2010) (approving awards of $15,000 for each of fifteen named plaintiffs); *Koehler v. Freightquote.com, Inc.*, 2016 WL 3743098 at *3 (D. Kan. July 13, 2016) (approving $10,000 and $5,000 service awards). And they are particularly appropriate where, as here, the Plaintiffs took a reputational risk by suing their current or former employer. *See, e.g., Tuten*, 41 F. Supp. 3d at 1009-10 (finding the plaintiff's "commitment to the case and the risk he took pursuing this litigation . . . warrant[ed] a significant award[.]") (citing *Frank v. Eastman Kodak Co*., 228 F.R.D. 174, 187 (W.D.N.Y.2005) (noting that service awards are especially appropriate in employment litigation where "the plaintiff is often a former or current employee of the defendant, and thus, by lending his name to the litigation, he has, for the benefit of the class as a whole, undertaken the risk of adverse actions by the employer or co-workers.")). The Court should therefore authorize the requested service awards.

CONCLUSION

For the reasons set forth above, Plaintiffs respectfully request the Court enter an order awarding Class Counsel attorneys' fees in the amount of one-third the settlement fund, or $5,833,333.33, costs and expenses in the amount of $222,057.54, and service awards to each of the Named Plaintiffs in the amounts stated herein.

Dated: October 20, 2025

Respectfully submitted,

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CERTIFICATE OF SERVICE

The undersigned certifies that on October 20, 2025, the foregoing document was filed with the Court's CM/ECF system, which served a copy of the foregoing document on all counsel of record.

/s/ *George A. Hanson*
Counsel for Plaintiff

EXHIBIT 1

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF KANSAS

RICHARD MARCH, *et al*., individually and on behalf of all others similarly situated, Plaintiffs, v. BANK OF AMERICA, N.A., Defendant.	Case No. 2:23-cv-02360-EFM-TJJ

DECLARATION OF GEORGE A. HANSON IN SUPPORT OF PLAINTIFFS' UNOPPOSED MOTION FOR ATTORNEYS' FEES, EXPENSES, AND SERVICE AWARDS

I, George A. Hanson, declare and state as follows:

1. I am a partner with the Kansas City-based law firm Stueve Siegel Hanson LLP. I am lead counsel for Plaintiffs in the above-captioned matter. I submit this Declaration in support of Plaintiffs' Unopposed Motion for Attorneys' Fees, Expenses, and Service Awards. I have personal knowledge of the facts declared herein and would competently testify to them if called to do so.

CLASS COUNSEL'S WORK IN THIS LITIGATION

2. Class Counsel has prosecuted this case on a contingent-fee basis with no guarantee of recovery which required counsel to shoulder a high degree of risk given the novelty of the claims and procedural hurdles in this litigation.

3. This litigation concerned Bank of America's pay policies and practices concerning its PPP loan program, which went into effect on April 1, 2020, and remained in operation through May 2021. Based on our findings and the records produced by the Bank in discovery, most of the

work on the PPP loan program occurred between April and August 2020. The litigation was thus largely focused on a compressed period of time amounting to approximately four months.

4. Nearly three years after this key period had passed, my firm received a call from a former employee of the Bank who had worked on the PPP loan program in California. In the preceding years, no lawsuits or other legal action had been taken against the Bank for failure to pay wages due arising from its PPP loan program.

5. That former employee said that he, like other nonexempt workers assigned to work on PPP loans, was promised incentive payments that he did not believe were being paid correctly. After reviewing his pay records, my colleagues and I agreed that it appeared that he had been underpaid what he was owed. My colleagues and I thus moved quickly to gather documents, formulate legal theories of recovery, and identify affected employees who would be willing to represent the class in a lawsuit. As a result of these efforts, we were able to file suit to preserve the interests of the affected employees just over one month after receiving the initial case intake.

6. We decided to file in three separate federal courts, in an effort to fully preserve the interests of the affected employees and the timeliness of their claims. Plaintiffs Diane Coluzzi, Michael Marchelos, and Gary Lieb filed their Complaint against the Bank on August 4, 2023, in the Southern District of New York. They asserted claims on behalf of all New York employees who worked on the Bank's PPP loan program under the FLSA, the New York Labor Law and the New York Wage Theft Prevention Act. *See Coluzzi v. Bank of America, N.A.*, No. 1:24-cv-6042-LGS (S.D.N.Y.) Plaintiffs Giovanna Bolanos, Jean Lu, and Claude Grant filed their suit on August 9, 2023, in the Northern District of California, on behalf of all California-based employees working on the program, asserting claims under the FLSA and various provisions of the California Labor Code. *Bolanos v. Bank of America, N.A.*, No. 3:23-cv-04027-JCS (N.D. Cal.). And on August 18,

2023, Plaintiffs Richard March and Belinda Hollins filed their suit in this Court on behalf of PPP employees working in the remaining 48 states and the District of Columbia, asserting claims under the FLSA and the overtime laws of twenty-nine states.

7. Initially, my colleagues and I believed that nonexempt employees had been underpaid due to their PPP incentive payments not being included in their "regular rates" when the Bank calculated and paid their overtime, leaving them with less overtime pay than what they were entitled to under the law. This was the key contention on which their initial filings were premised. But the Bank's counsel shared certain paystubs, seeming to show that while the incentives were not included in the employees' regular paycheck for a given pay period, they were included and paid in a supplemental check, paid at a later date. In other words, though the payments were made in arrears, it appears the PPP incentives *were*—to the extent the Bank did not offset them against statutory overtime—included in the employees' regular rates.

8. But my colleagues and I had communicated with numerous nonexempt employees who had worked on the PPP loan program, all of whom were adamant that they had been underpaid in some manner. But due to the nature of the paystubs, owing to both their formatting and the timing of the payments, counsel found it was nearly impossible for anyone to tell exactly *why*. We thus redoubled our efforts to find the source of the problem. Between the paystubs and emails provided by clients and other current and former Bank employees, we eventually discovered that the incentive payments promised to PPP employees were being credited toward the Bank's obligation to pay statutory overtime, thereby resulting in double-counting when, according to our theory, the law required that separate payments be made in full.

9. Plaintiffs thus amended their complaints to allege as much. Between the three separately filed cases, Plaintiffs moved forward with claims for failure to pay incentive payments

promised to them on behalf of all PPP employees in the United States on a breach of contract theory, and a corresponding violation of the wage payment and/or overtime statutes of 48 jurisdictions. The Bank filed an answer in each of the cases, and the parties proceeded to discovery. From the outset, the parties engaged in a robust exchange of information on an informal basis. Additionally, early in the litigation, the parties agreed to coordinate formal discovery across the three actions, such that any taken in one case would be equally applicable to the other two.

10. Plaintiffs served their initial written discovery, consisting of interrogatories, requests for production, and requests for admissions, on June 24, 2024. The Bank provided its initial responses on August 23, 2024, and supplemented its production of documents on several occasions thereafter. The Bank produced hundreds of individual documents amounting to thousands of pages, along with numerous large and complex Excel spreadsheets. The Bank also produced class-wide payroll and timekeeping data, for which Plaintiffs retained an expert statistician to analyze.

11. After reviewing these materials, Plaintiffs took the depositions of five separate corporate representatives designated by the Bank over the course of the following months. Those deponents were Toby Clifton, Andreas Laporta, Patricia Johnson, Mary Ciruzzo, and Elise Thompson. These witnesses testified on various aspects of the Bank's PPP loan program, including the process used to redeploy employees to the program, the tasks and duties performed by workers assigned to the program, and the methodologies used to calculate the PPP incentive payments made to nonexempt workers.

12. Plaintiffs also responded to discovery from the Bank. The Bank served interrogatories and requests for production to each of the named Plaintiffs, to which Plaintiffs

timely responded. The Bank also took the depositions of Plaintiffs March, Hollins, Lu, Coluzzi, Marchelos, and Lieb, which my colleagues and I defended.

13. Plaintiffs moved for class certification in the *March* action before this Court on January 10, 2025. The Bank filed its opposition, and Plaintiffs subsequently replied on March 3, 2025. The parties had also fully briefed Plaintiffs' motion for class certification in the *Bolanos* action pending in the Northern District of California, with Plaintiffs having filed their reply brief on March 26, 2025.

14. While the litigation was proceeding, the parties worked toward a negotiated settlement of the case and did so across three separate sessions at different stages of the case. Ultimately, one week after class certification was fully briefed in this case, the parties mediated until nearly midnight with experienced wage-and-hour mediator Michael E. Dickstein at O'Melveny & Myers, LLP's New York City office. That was the third such mediation in the case, with the parties previously having held full-day sessions with mediator Jeffrey Fuchsman in Los Angeles on June 10, 2024, and with Hon. Jay C. Gandhi in New York on February 1, 2024. This lengthy and evolving conciliatory process allowed the parties to fully and candidly test the strengths and weaknesses of their respective positions.

15. At the last of these mediations, the parties were able to reach an understanding as to the overall scope and structure of the settlement. But the total amount to be paid by the Bank remained disputed, and so no agreement was reached. Nonetheless, Mr. Dickstein continued to facilitate discussion between the parties over the following weeks and months, which culminated in him making a double-blind mediator's proposal to the parties on May 13, 2025. That proposal called for the settlement of all claims at issue in the three coordinated cases for $17.5 million. On May 16, 2025, Mr. Dickstein announced that both parties had accepted his proposal.

16. The average estimated *per capita* settlement payment net of all fees and costs is more than $1,400 across the class, with the average exempt workers' payment estimated to be $1,925.36 and the average non-exempt worker payment estimated to be $1,354.15. The highest exempt payment is calculated to be $34,880.56 and the highest non-exempt payment is calculated to be $16,372.19. Based on our analysis of the Bank's class-wide wage and hour records with the assistance of expert statisticians, the average amount of unpaid wages is $2,095 for non-exempt workers and $3,046 for exempt workers, with a total amount of unpaid wages of approximately $17,522,055.

17. The parties then notified the Court that they had reached a settlement in principle and set to work preparing and finalizing the Settlement Agreement. The parties also agreed to consolidate the three coordinated cases before this Court for the purposes of approval of the settlement and facilitating notice to the class.

18. On August 12, 2025, Plaintiffs moved for preliminary approval of the settlement. The Court granted Plaintiffs' motion on August 21, 2025, finding that the Court would likely approve the settlement as fair, reasonable, and adequate and thus ordered notice of the settlement to be issued to the class and scheduled a final approval hearing for December 4, 2025.

19. Since then, Class Counsel has worked with notice administrator Analytics Consulting LLC and the Bank's counsel to issue notice to the class, which included review and approval of the final notice form and the settlement website, as well as responses to questions from class members and Analytics.

20. Consistent with the Court's order, Analytics issued notice to the class on September 26, 2025. Class members will have ample opportunity to review and express any views they may

have on Class Counsel's requests before the November 10, 2025, deadline. Class Counsel will continue to work with Analytics and class members to ensure progress of the settlement.

21. Class Counsel maintained time and expense records throughout the litigation. Over the course of this litigation, we have collectively expended over 3,500 hours prosecuting this action and expect to spend significant additional time addressing matters related to the notice program. The number reflects a significant amount of time Class Counsel dedicated to this litigation, often at the expense of other opportunities.

22. Class Counsel has advanced costs and expenses that were reasonably necessary to prosecute this case and are typical of what Counsel would charge a paying client. These expenses total $222,081.84 in unreimbursed costs, and include fees for court filings, process servers, expert consultation, mediation, travel to mediation, copy and print, mailings, online research, and data/document storage. Below is a chart detailing Class Counsel's costs and expenses:

Class Counsel's Expenses

Cost Category	Amount Paid	
Travel (Transportation, Lodging, Meals, etc.)	$	26,644.70
Printing, Copying, & Duplicating	$	2,226.34
Legal Research (Westlaw, PACER, etc.)	$	50,837.87
Court Fees (filing, service of process, etc.)	$	3,677.92
Federal Express/UPS	$	1,408.24
Mediation Fees and Costs	$	44,700.00
Experts/Consultants	$	73,412.50
Deposition Transcripts & Video	$	18,344.11
Hosting/Data Storage	$	830.16
Total	**$**	**222,081.84**

NAMED PLAINTIFFS' EFFORTS ON THE CLASS'S BEHALF

23. Each of the Named Plaintiffs have been active, hands-on participants throughout these proceedings, expending significant time and labor for the benefit of the Class.

24. Plaintiffs Richard March, Belinda Hollins, Diane Coluzzi, Michael Marchelos, Gary Lieb, and Jean Lu all prepared for and sat for depositions, spent significant time responding to written discovery requests, searched for and produced documents, and worked with Class Counsel to uncover key facts and develop the theory of the case.

25. Plaintiffs Claude Grant and Giovanna Bolanos, who were not required to sit for depositions, but were nonetheless instrumental in bringing the case forward and assisting Class Counsel's investigation from its earliest stages. Like the other Named Plaintiffs, they spent significant time responding to written discovery requests, searched for and produced documents, and worked with Class Counsel to uncover key facts and develop the theory of the case.

PLAINTIFFS' COUNSEL'S SKILL AND EXPERIENCE SUPPORT THE REQUESTED ATTORNEYS' FEE AWARD

26. Stueve Siegel Hanson ("SSH") practices almost exclusively in complex litigation in state and federal courts across the country. The firm has approximately 30 attorneys who work for our Kansas City, Missouri office. The firm handles large-scale, high stakes litigation usually on a fully contingent basis.

27. As evidence of the firm's unique position in the legal market, SSH is one of the few firms in the country that has prosecuted multiple class and collective action cases through trial and appeal.

28. In March 2011, I, along with my colleagues at the firm, tried a class and collective action in *Garcia, et al. v. Tyson Foods, Inc., et al.,* Case No. 06-2198-JTM (D. Kan.), and secured a class and collective action verdict on behalf of hourly employees at a meat processing plant who were not paid straight and overtime wages for "donning and doffing" work time. After the jury returned a verdict for the workers, Judge Marten (Ret.) of the District of Kansas observed of the wage and hour lawyers at SSH that "it appears that plaintiffs' counsel's experience in wage hour