IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF GEORGIA
NEWNAN DIVISION

JORGE OSWALDO AQUINO MARTINEZ, ELVIS NAHUM CRUZ VASQUEZ, HEBER ALFONSO ZAPATA CONTRERAS, ISIDRO ARELLANO CHIHUAHUA, JOSE MARIA RAMIREZ MORALES, LUIS ADRIAN SALAZAR LOZANO, VERONICA OLAN CASTILLO, and AARON HERNAN PEREZ SALAZAR, individually and on behalf of all others similarly situated, Plaintiffs, v. MOBIS ALABAMA, LLC d/b/a HYUNDAI MOBIS; KIA GEORGIA, INC.; GB2G, INC. d/b/a ALLSWELL; SPJ CONNECT, INC.; YOUNGJIN LEE, individually; JOB KNOWLEDGE, LLC; and TOTAL EMPLOYEE SOLUTION SUPPORT, LLC. Defendants.	)	Civil Action File No. 3:22-cv-00145-LMM **CLASS ACTION** **JURY TRIAL DEMANDED**

UNOPPOSED MOTION FOR ATTORNEYS' FEES AND COSTS

Plaintiffs Jorge Oswaldo Aquino Martinez, Elvis Nahum Cruz Vasquez, Heber Alfonso Zapata Contreras, Isidro Arellano Chihuahua, Jose Maria Ramirez Morales, Luis Adrian Salazar Lozano, Veronica Olan Castillo, and Aaron Hernan

Perez Salazar ("Plaintiffs"), individually and on behalf of a settlement class (the "Class"), file this Unopposed Motion for Attorneys' Fees and Costs of $3,450,000.00.

MEMORANDUM OF LAW

Class Counsel diligently litigated this matter against Defendants Mobis Alabama, LLC d/b/a Hyundai Mobis ("Mobis"); Kia Georgia, Inc.; GB2G, Inc. d/b/a Allswell ("Allswell"); SPJ Connect, Inc.; Youngjin Lee, individually; Job Knowledge, LLC ("JKL"); and Total Employee Solution Support, LLC ("TESS") ("Defendants")[1] and achieved outstanding results in a settlement that will provide significant class-wide relief on untested and uncertain claims and alleged damages. Class Counsel took on this risky litigation on a contingency basis and seek fees and costs.

I. PROCEDURAL HISTORY AND FACTS

One representative Plaintiff, Plaintiff Martinez, filed his Class Action Complaint against Defendants Mobis, Allswell, and SPJ Connect on August 11, 2022, alleging class claims for the violation of Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e *et seq.* ("Title VII"), and the Civil Rights Act of 1866, 42 U.S.C. § 1981 ("Section 1981"). Doc. 1.

[1] The Court dismissed Plaintiffs' claims against former Defendant Total Employee Solution Support, LLC ("TESS"). Doc. 129. The only surviving claims against Defendant Job Knowledge, LLC ("JKL") are by plaintiff Aaron Hernan Perez Salazar and four opt-in claimants ("JKL Plaintiffs") for unpaid overtime under the Fair Labor Standards Act. The JKL Plaintiffs and JKL have reached a separate non-class settlement of these claims, which are not a part of this settlement. Accordingly, counsel is not seeking attorneys' fees and costs associated with the JKL settlement in this petition.

Following initial case planning and Local Rule 23.1 negotiations, Plaintiffs filed their First Amended Complaint ("FAC"). Doc. 25. The FAC substantially expanded the scope of the lawsuit, adding five named class representatives and class claims under the Federal and Georgia Racketeer Influenced and Corrupt Organizations Act ("Federal RICO" and "Georgia RICO" respectively) arising out of multiple fraud-related predicate acts. FAC ¶¶ 505-535 (Federal RICO), 536-559 (Georgia RICO). The FAC included substantial fact pleading with particularity pursuant to Fed. R. Civ. P. 9(b) in support of the Federal and Georgia RICO fraud claims. FAC ¶¶ 408-469. The FAC also included a Collective Action Claim for Defendants Mobis and Allswell's violations of the Fair Labor Standards Act, FAC ¶¶ 578-585, class claims for Georgia State Law Breach of Contact against the same defendants, FAC ¶¶ 586-593, and Filing False Information Returns, 26 U.S.C. § 7434, against Defendant Allswell, FAC ¶¶ 594-598. The FAC required substantial work relating to the five additional named Plaintiffs. Class Counsel engaged in lengthy interviews of Plaintiffs and others, document review, and incorporated extensive and complex factual and legal analysis into a 121-page complaint.

Plaintiffs subsequently filed a Second Amended Complaint ("SAC") on December 16, 2022. Doc. 29. The SAC added three additional Defendants: Youngjin Lee ("Defendant Lee"), Job Knowledge, LLC, and Total Employee Solution Support, LLC. It also named Mobis, Allswell and JKL as joint employers of one class of claimants, SAC ¶¶ 61-67, and Kia, Allswell, and JKL as joint employers of another class of claimants. ¶¶ 68-72. Additionally, the SAC added two additional named plaintiffs, *Compare* FAC ¶¶ 17-22 *with* SAC at 1, and two new RICO enterprises. SAC ¶¶ 620-725. The SAC too required substantial work

relating to the two new named Plaintiffs and the three additional Defendants. Class Counsel had to perform additional client and witness interviews, document review, and add complex factual and legal analysis into a 182-page complaint.

On January 27, 2023, Defendant Mobis filed a Partial Motion to Dismiss Plaintiffs' SAC. Doc. 51. That same day, Defendants Allswell and SPJ Connect filed a separate Motion to Dismiss Plaintiffs' SAC. Doc. 52. On February 27, 2023, Defendant Lee filed his Answer and JKL filed its Motion to Dismiss Plaintiffs' SAC. Docs. 64, 65.

On March 10, 2023, Plaintiffs moved to amend, Doc. 69, and filed a sixty-page brief in opposition to Mobis' Partial Motion to Dismiss, and a sixty-six-page brief in opposition to Allswell and SPJ's Motion to Dismiss. Docs. 70, 71. Plaintiffs filed their Third Amended Complaint ("TAC") on March 20, 2023. Doc. 74. On April 18, 2023, Defendant Mobis moved to dismiss Plaintiffs' TAC. Doc. 78. Defendants TESS, JKL, and SPJ each filed Motions to Dismiss Plaintiffs' TAC on April 19, 2023. Docs. 79, 80, 82. That same day, Defendant Kia filed a Partial Motion to Dismiss Plaintiffs' TAC and Defendant Lee filed his Answer. Docs. 81, 83.

Plaintiffs vigorously defended against each of these Motions to Dismiss in lengthy filings. Docs. 87, 88, 89, 90, 91. The Magistrate Judge recommended that the Court grant in part and deny in part Defendants' motions. Doc. 105. The parties filed separate objections to the Magistrate Judge's Report and Recommendation and responses to the objections. Docs. 111-27.

On May 28, 2024, the Court issued an order on the defendants' motions to dismiss, granting Defendants' Motions to Dismiss in part and denying them in

part. Doc. 129 at 103-04. Plaintiffs moved for partial reconsideration, which the Court denied. Docs. 132, 137.

Defendants timely filed Answers to the TAC. Docs. 139-42.

On September 17, 2024, Plaintiffs, JKL, and Kia exchanged Initial Disclosures. Docs. 147-49. The parties attended the Rule 26(f) conference, and filed their Local Rule 16.1 Report. At the Rule 26(f) conference, the parties held initial discussions about a framework for mediating a settlement of the class and collective actions. *See* Doc. 154 ¶ 6.

The Court issued its Initial Case Management Order on September 10, 2024. Doc. 146. Plaintiffs then filed their Motion for Conditional Certification and Court-Facilitated Notice of their FLSA claims on October 22, 2024, Doc. 150. Preliminary settlement discussions continued, and the parties agreed to mediation with Christopher E. Parker.

On November 7, 2024, the Parties filed a Joint Motion to Stay the case pending mediation. Doc. 154. The Parties' motion was granted, and this case was stayed and administratively closed. Doc. 155.

The parties engaged in extensive pre-mediation informal discovery, including the production of approximately 2,500 pages of documents and spreadsheets relating to Plaintiffs' claims. Doc. 163-4 Hall Decl. ¶6. The discovery included production of relevant documents, emails from identified custodians, and extensive recruitment, visa processing, payroll, and employment data. *Id.* ¶7. Plaintiffs analyzed multiple permutations of class certification, individual trial, class trial, and damages outcomes, and Plaintiffs provided a detailed demand to Defendants along with a mediation statement to Mr. Parker. *Id.* ¶8.

On April 21-22, 2025, the parties attended a two-day mediation conducted by Mr. Parker and reached a tentative settlement in principle at approximately 9:00 p.m. on the second day. *Id*. ¶9. The parties negotiated a detailed term sheet, Settlement Agreement, distribution plan, and notice documents, over the following weeks. *Id.* ¶ 10.

Negotiation of final settlement papers was delayed due to the number of parties (including interested insurers), complexities relating to distribution to international class members, and the process of identifying class members and the dates they worked before settlement finalization (which depended on cross-referencing payroll and attendance data from multiple parties). There were issues relating to which parties had (often international) contact information relating to class members, and identification of the same. And before agreeing on Defendants' proposed procedures for identification of class members, Class Counsel had to assure themselves that the procedures in fact were sufficient. This process was very time consuming. The parties cooperated during this endeavor and were able to resolve these issues with substantial (but time consuming) effort. *Id*. ¶12.

Plaintiffs prepared and negotiated the Class Action Settlement Agreement ("Settlement Agreement"), Doc. 163-1, with the Defendants, as well as the motion papers seeking preliminary approval of the class settlement and approval of the FLSA settlement. The Parties finalized all settlement documents and filed a Motion for Preliminary Approval on November 20, 2025. Doc. 163. The settlement issues were complex relating to international notice, identifying class members -- many of whom are in Mexico -- and securing payment. The Settlement Agreement shows a thoughtful and careful approach to these issues, with detailed provisions relating

to international notice, communication with Class Members, and facilitating payment of the large amounts agreed to in the settlement. Doc. 166-1 §§ 15-19.

On December 16, 2025, the Court held a conference with all counsel in the case and asked counsel to submit amended filings to adjust deadlines and the process and timeline for class members to submit objections and requests for exclusion. Doc. 165. After additional negotiation and exchanges of drafts, the parties submitted their amended filings on February 9, 2026. Docs. 166, 166-1, 166-2, 166-3, 166-4, 166-5.

On February 17, 2026, the Court granted preliminary approval of the class settlement and FLSA settlement (the "Approval Order"). Doc. 167. In accordance with the Approval Order, Plaintiffs' counsel and the Settlement Administrator, Atticus Administration, disseminated the class notice in both English and Spanish to all 597 Class Members.[2] Solórzano Decl. ¶¶ 24, 27. Delivery has been confirmed as to 585 Class Members—a notable achievement given that many Class Members reside outside the United States. Id.

For the 12 Class Members whose receipt of the Class Notice has not been confirmed, the Settlement Administrator undertook additional measures to effectuate delivery. All 12 were sent the Class Notice via text message. *Id.* ¶ 25. Of these, four had email addresses on the class list and were also sent the Notice by email; however, the Settlement Administrator received bounce-back notifications

[2] Defendants originally provided 614 unique records for individual class members. Solórzano Decl. ¶ 24. After discussion between Class Counsel and Counsel for Defendants, seventeen individuals who were identified as non-TN visa holders were removed from the class data. This resulted in a class list of 597 Class Members. *Id.*

indicating that none of the four emails were successfully delivered. *Id*. In addition, Atticus mailed the Class Notice via U.S. First Class Mail to the seven of these 12 Class Members for whom mailing addresses had been provided. *Id.*

To date, two hundred and ninety-eight of the five hundred and ninety-seven class members have completed and provided Plaintiffs' counsel and the Settlement Administrator with Settlement Distribution Forms, and Plaintiffs' counsel continues to receive Settlement Distribution Forms from other class members. Solórzano Decl. ¶ 26. No class member has objected and only one class member has sought to be excluded from the class thus far. Solórzano Decl. ¶ 26.

In all, this has been hard-fought, complex, and protracted litigation involving substantial motion practice, discovery, settlement negotiations, preliminary approval of the class settlement, and distribution of the class notice.

II. THE SETTLEMENT PROVIDES EXCELLENT RELIEF AND REASONABLE ATTORNEYS' FEES

A. The Settlement Provides Class-Wide Relief that Is Not "Claims Made" and That Is Non-Reversionary.

The Settlement provides excellent relief for Plaintiffs and Class Members on these untested claims. The class settlement calculations are reasonably based on the period of time each Class Member worked at Defendant Mobis and/or Defendant Kia Georgia's West Point locations. The Settlement Agreement provides that (1) the 82 Class Members who worked 60 or fewer days will receive $4,112.50; (2) the 57 Class Members who worked between 60 and 120 days will receive $8,000.00; (3) the 217 Class Members who worked between 121 and 400 days will receive $16,800.00;[3] and (4) the 258 Class Members who worked for more

[3] Less $2,500.00 for the one member of Group 3 who was assigned to Mobis and/or Kia after December 31, 2023.

than 400 days will receive $11,100.00.[4] Settlement Agreement at § 17.4. This bell curve allocation recognizes the likelihood that, if there were a class jury verdict, class members who worked relatively little time at Defendant Mobis and/or Defendant Kia Georgia's West Point locations would be awarded less damages. It also recognizes that Class Members who worked 400 days or more were more likely to have been promoted and/or to have benefitted from significantly higher wages and improved working conditions, mitigating their potential damages. Further, the FLSA settlement is based on the number of workweeks the FLSA claimants worked for the Settling Defendants. *Id*. at § 17.4.5.

The mediator raised the possibility that although Plaintiffs' strongest claims were likely those made under RICO and FLSA, the associated damages for those claims could be low. Expenses from traveling to the United States and applying for the TN-visa were relatively low (for some individuals less than a thousand dollars); and the FLSA damages were based on failure to pay overtime. *See* Doc. 74 ¶¶ 174, 205, 232-37, 273-74, 337. When the settlement amounts are compared to the damages on class and collective members' strongest claims, the amounts recovered are substantial. Solórzano Decl. ¶ 30.

The Settlement provides payment on a class wide basis of $11,500,000.00 (the "Gross Settlement Fund"), inclusive of all attorneys' fees, expenses and costs. Settlement Agreement at ¶ 4. Defendant Mobis will pay a total of $5,856,500.00 of the Gross Settlement Fund. *Id*. Defendant Kia will pay a total of $5,193,500.00 of the Gross Settlement Fund. *Id.* Defendants Allswell, SPJ, and Lee will collectively

[4] Less $2,500.00 for each of the 100 members of Group 4 who were assigned to Mobis and/or Kia after December 31, 2023.

pay a total of $450,000.00 of the Gross Settlement Fund. *Id*. Each Class Member who submits a valid Settlement Distribution Form (hereafter "Settlement Class Members") will receive monetary compensation. *Id.* at § 17.9.

The Gross Settlement Fund is neither "claims made" nor reversionary; funds will be paid to all Settlement Class Members who provide Class Counsel or the Settlement Administrator with a valid Settlement Distribution Form. *Id.* Any funds that cannot be distributed or checks that are not negotiated by Settlement Class Members will be donated on a *cy pres* basis to Georgia Legal Services Program, Inc., a 501(c)(3) non-profit organization generally serving the interests of the Class. Settlement Agreement at § 17.11. In exchange for the above benefits, Settlement Class Members will provide to Defendants general releases of any and all known or unknown claims arising out of or relating to the Settlement Class Members' recruitment and employment as of the date of the entry of the Final Order and Judgment on this Settlement. *Id.* at § 16.

B. Notice and Administration.

A review of the notice process shows that the Parties have agreed to work together to ensure that Plaintiffs and Class Members in fact receive their funds. Settlement Agreement at §§ 11, 16. This is important because many Class Members returned to Mexico. Solórzano Decl. ¶ 27.

The Parties have developed a Notice Plan that utilizes the last known physical and email addresses and communications through WhatsApp, and/or last known telephone numbers of the Class Members. *Id.* at §§ 11.3, 11.8.

Class Counsel has sent notice to all class members, and confirmed receipt of the communication from five hundred and eighty-five class members by

WhatsApp, e-mail, text message, and/or U.S. Mail. Solórzano Decl. ¶ 24. The Parties took care to offer each Class Member the opportunity to direct the manner in which settlement payments are made. Settlement Agreement at § 17.10. In Class Counsel's experience, it is common for workers who reside in Mexico to not want to deposit large sums by check or wire into Mexican banks for security reasons. Solórzano Decl. ¶ 27. Class Counsel offers to make payment in the manner directed by each Class Member either by check or wire. *Id*. Class Counsel has taken the time and expense to prepare notice documents in English and Spanish. *Id*.

III. THE COURT SHOULD APPROVE ATTORNEYS' FEES AND EXPENSES.

A. The Settlement Fees and Expenses

The Settlement provides that Class Counsel may apply for attorneys' fees and costs not to exceed $3,450,000.00. Settlement Agreement at § 27. Case costs are $25,910.00 to date. Werner Decl. ¶ 27; Solórzano Decl. ¶¶ 20 n.1, 28. The attorneys' fees requested thus are $3,424,090.00 ($3,450,000.00 minus $25,910.00 in expenses). A lodestar cross check is unnecessary in the Eleventh Circuit. *See, e.g.*, *South v. Progressive Select Ins. Co.*, 2023 WL 2733548, at *4 (S.D. Fla. Mar. 21, 2023) ("[C]ourts in this Circuit regularly award fees based on a percentage of recovery, without discussing lodestar at all."). Although the cross check is unnecessary, Plaintiffs' counsel's total lodestar attorneys' fees to date are $1,166,573.00, Werner Decl. ¶ 23, Hall Decl. ¶ 27, Solórzano Decl. ¶¶ 20, 22, Sutherland Decl. ¶ 4, and Plaintiffs' counsel believes they will expend at least $40,000.00 in additional fees while administering notice, moving for final approval, and distributing settlement proceeds. Werner Decl. ¶ 26, Solórzano Decl. ¶ 23. The requested attorneys' fees of $3,424,090.00 are 29.8 percent of the common fund, which results in a cross-

check multiplier of 2.95, which is well within accepted guidelines. *Thorpe v. Walter Inv. Mgmt. Corp.*, 2016 WL 10518902, at *7 (S.D. Fla. Oct. 17, 2016) (holding that a lodestar multiple of 3.58 is reasonable and "well within the range previously accepted"); *In re Ethicon Physiomesh Flexible Composite Hernia Mesh Prod. Liab. Litig.*, 2022 WL 17687425, at *13 (N.D. Ga. Nov. 14, 2022) (awarding plaintiffs' attorneys' fees and noting that courts commonly award lodestar multiples of between 2 and 4.5).

The percentages sought by Class Counsel fall below the Eleventh Circuit benchmark for attorneys' fees, which is 20-30 percent of the benefit to the class. *See Carter v. Forjas Taurus*, S.A., 701 F. App'x 759, 767 (11th Cir. 2017) ("[I]n this circuit we have identified twenty to thirty percent of the common fund as a 'benchmark' for an attorney's fee award."); *see also In re Home Depot Inc.*, 931 F.3d 1065, 1076 (11th Cir. 2019) ("In this Circuit, courts typically award [attorneys' fees] between 20-30% [of the class benefit], known as the benchmark range.").

Class Counsel are entitled to a reasonable fee award from the common fund. Fed. R. Civ. P. 23(h); *Boeing Co. v. Van Gemert*, 444 U.S. 472, 478 (1980); *Lunsford v. Woodforest Nat'l Bank,* 2014 WL 12740375, at *11 (N.D. Ga. May 19, 2014). The Eleventh Circuit provides that the attorneys' fees in common fund cases "shall be based upon a reasonable percentage of the fund established for the benefit of the class." *Camden I Condominium Ass'n, Inc. v. Dunkle,* 946 F.2d 768, 774 (11th Cir. 1991).

Courts have long recognized the common fund doctrine, under which attorneys who create a recovery benefitting a group of people may be awarded their fees and costs from the recovery. *See, e.g., Van Gemert,* 444 U.S. at 478. The

doctrine serves the "twin goals of removing a potential financial obstacle to a plaintiff's pursuit of a claim on behalf of a class and of equitably distributing the fees and costs of successful litigation among all who gained from the named plaintiff's efforts." *In re Gould Sec. Lit.,* 727 F. Supp. 1201, 1203 (N.D. Ill. 1989). This doctrine also ensures that those who benefit from a lawsuit are not "unjustly enriched." *Van Gemert,* 444 U.S. at 478. The Eleventh Circuit has directed that the fee be based upon a percentage of the class benefit. *See Camden I,* 946 F.2d at 774-75. Courts have significant discretion in choosing the proper percentage. *Id.* at 774 ("There is no hard and fast rule…the amount of any fee must be determined upon the facts of each case."). Courts should look at factors such as the time at which settlement was reached, any substantial objections, the economics of class actions, the *Johnson* criteria,[5] and any other "unique" circumstances. Id. at 775. The Eleventh Circuit prescribed that a fee award of 50 percent of the benefit is the upper limit and noted that most fee awards fall between 20 and 30 percent. Id. at 774-75.

The attorneys' fees were agreed upon only after other material terms of the settlement were reached. Hall Decl. ¶ 31 (Doc. 166-4); Parker Decl. ¶ 13 (Doc. 166-5). Generally, where attorneys' fees are negotiated on a settlement (after other terms are agreed), courts analyze the reasonableness of the fee by applying Eleventh Circuit law under Rule 23(h). See Saccoccio v. JP Morgan Chase Bank, N.A., 297 F.R.D. 683, 694-95 (S.D. Fla. 2014) (analyzing reasonableness of attorneys'

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[5] The *Johnson* criteria are based on *Johnson v. Georgia Highway Express, Inc.*, 488 F.2d 714 (5th Cir. 1974)(abrogated on other grounds, *Blanchard v. Bergeron*, 489 U.S. 87 (1989)). Plaintiffs review the twelve factors considered in *Johnson* below. *See infra* at 14.

fees under Rule 23(h) upon settlement of state-law claims under Eleventh Circuit law and noting that "[t]he 'common fund' analysis is appropriate even where the fee award will be paid separately by Defendants"). Under Eleventh Circuit law, courts have found that the lodestar does not control. See, e.g., Belin v. Health Ins. Innovations, Inc., 2022 WL 1126006, at *3 (S.D. Fla. Mar. 10, 2022) ("[t]he Eleventh Circuit made clear in Camden I that [a] percentage of the fund is the exclusive method for awarding fees in common fund class actions."); In re: Takata Airbag Products Liability Lit., 2022 WL 1669038, at *8 (S.D. Fla. Apr. 4, 2022) ("Eleventh Circuit precedent…uniformly applies the Camden I percentage-of-the-fund method to class settlements resolving state-law claims").

District courts in the Eleventh Circuit analyze the following twelve factors (the Johnson criteria, see n.5, supra) to determine the reasonableness of a percentage-of-recovery fee award:

> (1) the time and labor required; (2) the novelty and difficulty of the relevant questions; (3) the skill required to properly carry out the legal services; (4) the preclusion of other employment by the attorney as a result of his acceptance of the case; (5) the customary fee; (6) whether the fee is fixed or contingent; (7) time limitations imposed by the clients or the circumstances; (8) the results obtained, including the amount recovered for the clients; (9) the experience, reputation, and ability of the attorneys; (10) the "undesirability" of the case; (11) the nature and the length of the professional relationship with the clients; and (12) fee awards in similar cases.

Lunsford, 2014 WL 12740375, at *11–12 (citing *Camden I,* at 772 n.3; *Johnson*, 488 F.2d at 717-19).

The above factors support Class Counsel's requested fee, which is approximately 29.8 percent of the cash fund. Such percentage meets the Eleventh Circuit guidelines.

B. Results obtained for the Class.

"The most critical factor in determining a fee award's reasonableness is the degree of success obtained[.]" *Farrar v. Hobby,* 506 U.S. 103, 114 (1992); *see also Camden I,* 946 F.2d at 773 (stating that recovery is the "best determinant" of the reasonableness of attorneys' fees in a common fund case) (citation omitted). Here, Class Counsel obtained recovery of between $4,112.50 and $16,800.00 per class member for uncertain claims.

This is an excellent result when considering that the recovery substantially exceeds the most direct RICO damages suffered by Plaintiffs, as described above. *See* pp. 8-9, *supra*.

Importantly, this is not a claims-made settlement. Hall Decl. ¶ 17. It instead provides relief to all Settlement Class Members without need for them to submit a claim. *Id*.

C. The Time and Labor Involved

As set forth above, substantial time and labor was required in litigating this case. Class Counsel invested in excess of 1,369 hours. Werner Decl. ¶ 23, Ex. DW-1; Sutherland Decl. ¶ 4, Sutherland Ex. A; Hall Decl. ¶ 27, Hall Ex. 1; Solórzano Decl. ¶ 20, Solórzano Ex. 1. This case was resolved after substantial motion practice and pre-mediation discovery, and Class Counsel spent substantial time addressing the complex and detailed claims. Hall Decl. ¶¶ 12, 21, 26-28 (Doc. 166-4). The mediation was lengthy, adversarial, and difficult, but ultimately successful. The named Plaintiffs participated in every aspect of the mediation and settlement process. Hall Decl. ¶ 20. The settlement documents and preliminary approval motion papers also were lengthy and

detailed, and they were the result of protracted and challenging negotiations. Doc. 166-1. Class Counsel paid special attention to ensuring the best and most secure means of payment to Class Members. *Id.* A review of the 63-page Settlement Agreement shows substantial attention to these important matters.

If the Court approves the Settlement, Class Counsel will expend additional time and expense to distribute the Settlement proceeds to the Class Members, many of whom live in Mexico. Class Counsel has considerable experience distributing settlement proceeds abroad. Solórzano Decl. ¶27.

D. The Skill Needed to Perform the Services Properly

The Court well knows the complexity of RICO and the hotly contested briefing in this case. Plaintiffs could have lost this matter at the dismissal stage, and Plaintiffs and their counsel would have been left with nothing.

Proper case management and effective representation in any complex class action requires the highest level of experience and skill. This case was no different. Class Counsel had the necessary experience and skill. As set forth in their declarations, Class Counsel have significant class action experience and are widely recognized as leaders in the legal community. They frequently provide specialized trainings for other attorneys and run workshops for non-attorneys. They have contributed to a large number of legal publications and reports and have received prestigious awards for their legal work. Werner Decl. ¶¶ 5-17; Sutherland Decl. ¶¶ 12-24; Hall Decl. ¶¶ 34-37; Solórzano Decl. ¶¶ 3-19.

Class Counsel believe that their skill in presenting these complex claims was supplemented by their reputation and work in other similar cases. *Id.* In

large part because of Class Counsel's expertise, they have reached substantial settlements in several cases on behalf of TN visa holders, including *De la Fuente v. Columbia Recycling Corp.*, No. 4:22-cv-256-WMR; *Peregrina v. SL Alabama, LLC*, No. 3:23-cv-00206-TCB-RGV (N.D. Ga.); *Torres v. LX Hausys America, Inc.*, No. 1:24-cv-1283-MLB (pending submission of final settlement agreement and preliminary approval motion papers); and *Acosta v. SMART Alabama, LLC et al*, 1:2022-cv-01209 (N.D. Ga.), with other similar cases moving into discovery. Class Counsel's substantial motion practice in these cases has resulted in multiple precedent-setting judicial opinions. *See, e.g., Martinez-Lopez v. GFA Alabama Inc.*, 797 F.Supp.3d 1309 (N.D. Ga. 2025); *Ruiz v. Sewon America, Inc.*, 766 F.Supp.3d 1251 (N.D. Ga. 2025); *De la Fuente v. Columbia Recycling Corp.*, 704 F.Supp.3d 1351 (N.D. Ga. 2023).

The experience and skill of counsel included a deep understanding of the TN visa regulations, RICO, employment law, and the case law surrounding visa fraud and labor trafficking. Werner Decl. ¶¶ 6-17; Sutherland Decl. ¶¶ 12-24; Hall Decl. ¶¶ 34-37; Solórzano Decl. ¶¶ 3-19. Class Counsel have experience litigating immigration matters and working with Mexican claimants and have Spanish language skills that were essential for working with Plaintiffs. Werner Decl. ¶¶6-17; Solórzano Decl. ¶¶ 3-19. Additionally, Class Counsel's experience in related matters also contributed to their appreciation of the importance of the issues relating to payment.

E. The Preclusion of Other Employment

Due to the substantial time commitment, all of the firms representing Plaintiffs forewent other fee and profit-generating opportunities in pursuit of this case. Werner Decl. ¶ 25. This factor favors approval of the requested fee.

F. The Customary Fee

The hourly rates Plaintiffs seek are reasonable; particularly for attorneys litigating a complex class action lawsuit. The rates sought are as follows:

Attorney	Position	Years Practicing	Hourly Rate
Christopher Hall	Partner	29 years	$750
Daniel Werner	Partner	29 years	$750
Rachel Micah-Jones	Attorney	22 years	$650
Brian Sutherland	Partner	20 years	$600
James Radford	Partner	18 years	$600
Rachel Berlin Benjamin	Partner	17 years	$575
Julia Solórzano	Attorney	9 years	$550
Kristin Greer Love	Attorney	14 years	$550
Benjamin Botts	Attorney	13 years	$550
Abigail Kerfoot	Attorney	5 years	$450
Gordon Van Remmen	Partner	11 years	$450
Shane Crary Ross	Attorney	6 years	$450
Isabelle Holt	Attorney	2 years	$350
Ricardo Gilb	Associate	6 years	$300
Camila Herrera	Law Clerk		$250
Isabel Hellman	Law Clerk		$250
Jusu Sirleaf	Bilingual Paralegal	8 years	$125
Isabella Valadez	Bilingual Paralegal	3 years	$125
Max Lavinthal	Paralegal		$100

Werner Decl. ¶ 23; Sutherland Decl. ¶ 4; Hall Decl. ¶ 27; Solórzano Decl. ¶¶ 20, 22.

These rates are commensurate with rates awarded in this District. *Pinon v. Daimler AG*, No. 1:18-CV-3984-MHC, 2021 WL 6285941, at *19 (N.D. Ga. Nov. 30, 2021), *aff'd sub nom. Ponzio v. Pinon*, 87 F.4th 487 (11th Cir. 2023) (approving the following rates in a product defect class action: "for partner attorneys with over 30 years of experience, $894 per hour; for partner attorneys with 11-30 years of experience, $742 per hour; for partner attorneys and associate attorneys with 8-10 years of experience, $658 per hour"); *In re Equifax Inc. Customer Data Security Breach Litig.*, No. 1:17-md-2800-TWT, 2020 WL 256132, at *39 (N.D. Ga. Mar. 17, 2020) (finding hourly rates of more than $1,000 for counsel reasonable and noting that prevailing rates for complex litigation in Atlanta and around the country are commensurate with or even in excess of those hourly rates); *In re S. Co. Shareholder Derivative Litig.*, No. 1:17-CV-725-MHC, 2022 WL 4545614, at *12 (N.D. Ga. June 9, 2022) (approving partner rates of $875 to $1,100 in securities class action); *Stimson v. Stryker Sales Corp.*, No. 1:17-CV-00872-JPB, 2022 WL 376375, at *3 (N.D. Ga. Feb. 8, 2022)(in sanctions motion, approving $780 per hour for 30-year partner, $552 per hour for 13-year partner, and $405 and $400 per hour for associate attorneys); *Fountain v. Chime Solutions, Inc.*, No. 1:22-CV-3762-MHC-JSA, 2023 WL 12166515, at *11 (N.D. Ga. Oct. 24, 2023)(approving rate of $350 per hour for experienced associate attorney in non-class case and $150 per hour for paralegal); *Faulk v. Dimerco Express USA Corp.*, No. 1:21-CV-1850-MLB, 2024 WL 3861012, at *3 (N.D. Ga. July 10, 2024)(approving hourly rate of $150 per hour for paralegals in non-class discrimination case); *Spurlock v. Complete Cash Holdings, LLC*, 540 F. Supp.

3d 1201, 1211-12 (N.D. Ga. 2021)(approving $185 per hour for senior paralegal and $125 per hour for paralegal in non-class FLSA case).

As set forth above, Plaintiffs' counsel—and particularly the Partners at the respective firms—are widely recognized as leaders in the field and collectively have over 100 years of experience. Therefore, the rates they seek are reasonable and commensurate with their background, years practicing law, and skill level.

Further, Class Counsel negotiated contingency fee agreements with the class representatives providing for payment of the greater of forty percent of a Common Fund or such hourly fees awarded separately from the fund. Werner Decl. ¶ 28. This factor favors approval of the requested fee.

G. Whether the Fee is Fixed or Contingent

This action was prosecuted entirely on a contingency fee basis. Werner Decl. ¶ 28. If Plaintiffs had not achieved a recovery, Class Counsel would have received nothing and, in fact, would have suffered a direct out-of-pocket loss of all expenses due to the fact that they advanced all the expenses of the litigation. *Id.* Numerous courts have recognized that such a risk deserves extra compensation and is a critical factor in determining the reasonableness of a fee. *See*, *e.g.*, *In re Dun & Bradstreet Credit Svcs. Cons. Lit.,* 130 F.R.D. 366, 373 (S.D. Ohio 1990); *Behrens v. Wometco Enterprises, Inc.,* 118 F.R.D. 534, 548 (S.D. Fla. 1988), *aff'd,* 899 F.2d 21 (11th Cir. 1990); *In re Cont. Ill. Sec. Lit.,* 962 F.2d 566, 569 (7th Cir. 1992).

H. Time Limitations Imposed by the Client or Circumstances

There were times during this litigation when Class Counsel worked

under considerable time pressure due to multiple deadlines. Class Counsel do not contend that this factor justifies either a higher or lower fee, as Class Counsel knows from experience to expect time pressure in cases of this sort.

I. The Undesirability of the Case

This case was uncertain, risky, taken on a contingency basis, and could have been costly. RICO cases are complex and difficult and subject to numerous defenses and damage limitations. Class Counsel undertook this case even though there were no similar prior cases that were successfully litigated. It already took years to litigate and likely would have taken many more months or years if it had proceeded to trial. Class Counsel took on substantial risk that they would spend years working on the case without achieving any substantial recovery. Werner Decl. ¶ 28. Class Counsel shared these concerns and weighed the risks before pursuing this action.

J. Other Factors

The economics of class actions require that Class Counsel be adequately compensated; otherwise, groups of persons with small individual losses will find it increasingly hard to find good lawyers to take their cases. As one court observed:

> [C]ourts . . . have acknowledged the economic reality that in order to encourage "private attorney general" class actions brought to enforce . . . laws on behalf of persons with small individual losses, a financial incentive is necessary to entice capable attorneys, who otherwise could be paid regularly by hourly-rate clients, to devote their time to complex, time-consuming cases for which they may never be paid.

Mashburn v. Nat'l Healthcare, Inc., 684 F. Supp. 679, 687 (M.D. Ala. 1988); *see also, e.g., In re Checking Account Overdraft Litig.*, 2014 WL 11370115 at *17-18

(holding if class counsel is not awarded a bonus, "very few lawyers could take on the representation of a class client given the investment of substantial time, effort, and money, especially in light of the risks of recovering nothing") (citing *Behrens*, 118 F.R.D. at 548).

K. The Settlement Process and Structure Further Support Reasonableness

Courts give weight to arm's-length negotiations and the use of experienced mediators as evidence of non-collusion in fee arrangements. *Ingram v. The Coca-Cola Co.*, 200 F.R.D. 685, 693 (N.D. Ga. 2001) ("[t]he fact that the entire mediation was conducted under the auspices of … a highly experienced mediator[] lends further support to the absence of collusion"). As set forth in the declaration of Christopher E. Parker (Doc. 166-5), the mediator who presided over the negotiations,

> I did not sense or observe any collusiveness between the parties. To the contrary, at each point during these negotiations, the settlement process was conducted at arm's-length and, while professionally conducted, was appropriately adversarial. The respective positions of the parties were thoughtful and hard-fought throughout our discussions.
>
> The parties agreed that reasonable and appropriate attorneys' fees would be based on a percentage of the cash damages payments agreed to be paid to the Class and that the parties understood would be subject to Court approval. The attorneys' fees were not negotiated by the parties until the settlement amount was determined.

Parker Decl. ¶¶ 12-13.

L. The Court Should Approve Reimbursement to Class Counsel for Their Expenses

The Agreement provides for payment of attorneys' fees and expenses of $3,450,000.00. Class Counsel has spent or committed $25,910 in expenses to date,

including the Atticus Administration fee for administering the settlement,[6] and will incur additional costs associated with the distribution of the settlement proceeds. Werner Decl. ¶ 27, Ex. DW-2; Solórzano Decl. ¶¶ 20 n.1, 28. All of the expenses for which Class Counsel seek reimbursement were reasonably and necessarily incurred on behalf of the class. *Id.* at ¶ 27; *See, e.g., Waters v. Intern. Precious Metals Corp.*, 190 F.3d 1291, 1298 (11th Cir. 1999) (recognizing that Class Counsel are entitled to expenses in addition to an award of fees).

CONCLUSION

Plaintiffs respectfully request that the Court award attorneys' fees and costs of $3,450,000.00.

Respectfully submitted this 29th day of April 2026.

/s/ Daniel Werner

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[6] Atticus was engaged as the settlement administrator for this case, and Class Counsel agreed to pay Atticus $24,965.00 for settlement administration. Because Centro de los Derechos del Migrante ("CDM") has a proven track record of being able to reach settlement class members who have returned to Mexico, Atticus subcontracted CDM for assistance with class member outreach. Atticus agreed to pay CDM a flat fee of $10,000.00 for its settlement administration work. CDM has already accrued far more than $10,000.00 in costs and attorney, paralegal, and outreach staff time—for which it will not be compensated—performing this subcontracted role for Atticus. CDM anticipates accruing at least an additional $12,000 in time and costs (again, without reimbursement) before distribution is complete. Solórzano Decl. ¶ 20 n.1.

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CERTIFICATE OF COMPLIANCE AND SERVICE

I certify that on April 29, 2026, I prepared the foregoing Unopposed Motion in Book Antiqua, 13-point type in accordance with L.R. 5.1(C). I further certify that I electronically filed the foregoing with the Clerk of the Court through the CM/ECF system, which will automatically generate notice of such filing to the attorneys of record.

/s/ Christopher B. Hall
Christopher B. Hall