

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF NORTH CAROLINA

SHAKEERA MYERS, on behalf of)
herself and all others similarly situated,)

Plaintiff,)

v.)

LOOMIS ARMORED US, LLC,)

Defendant.)

CA No. 3:18-cv-00532-FDW-DSC

**MEMORANDUM OF LAW IN SUPPORT OF PLAINTIFF'S UNOPPOSED
MOTION FOR PRELIMINARY APPROVAL OF SERVICE AWARDS**

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I. INTRODUCTION

In connection with the Unopposed Motion For Preliminary Approval Of Class And Collective Action Settlement; Appointment Of Plaintiff's Counsel As Class Counsel; Approval Of Settlement Administrator; And Approval Of Plaintiff's Notice Of Settlement ("Plaintiff's Motion for Preliminary Approval") in the above-captioned action,¹ and consistent with the terms of the Parties' Settlement Agreement, Plaintiff respectfully requests that the Court approve a Service Award for Named Plaintiff Shakeera Myers ("Plaintiff") and for the nine early opt-in plaintiffs, Trevon Conyers, Shamekia Butler, Michael Smith, Craig Abbott, Charles Peppers, Marvin Blue, Kenneth Brooks, Richard Jackson, and Berry Packer ("Early Opt-ins"), in recognition of the services they rendered on behalf of the putative class and collective members, should the Court grant final approval of the proposed Settlement Agreement.² Expressly, Plaintiff seeks approval of service awards in the following amounts:

- 1) A service award in the amount of \$20,000 for Named Plaintiff Shakeera Myers;
- 2) A service award in the amount of \$12,500 for early opt-in Plaintiff Trevon Conyers;
- 3) Service awards in the amount of \$5,000 each for opt-in Plaintiffs

¹For a detailed account of the factual and procedural background of this case, Plaintiff's Counsel refer the Court to the Memorandum of Law in Support of Plaintiff's Motion for Preliminary Approval and the supporting Declaration of Gilda Adriana Hernandez.

² Plaintiff moves the Court for service awards now, so that the amount of such awards will be fully known to putative class members in advance of any final fairness hearing concerning the proposed settlement. However, Plaintiff understands that the payment of such awards is contingent upon the final approval of the proposed settlement.

- Craig Abbott, Michael Smith, Shamekia Butler, and Charles Peppers;
- 4) A service award in the amount of \$4,000 for opt-in Plaintiff Marvin Blue;
 - 5) A service award in the amount of \$3,000 for opt-in Plaintiff Kenneth Brooks; and
 - 6) Service awards in the amount of \$2,500 each for opt-in Plaintiffs Richard Jackson and Berry Packer.

Plaintiff believes these service awards are reasonable in light of the benefits to the putative class and collective members gained through Named Plaintiff's and Early Opt-Ins' efforts, the time and effort they expended in furtherance of the litigation and settlement, and the risks they endured in order to vindicate their rights and the rights of class members.³

II. FACTUAL BACKGROUND

Plaintiff and Early Opt-Ins have made important contributions to the prosecution and fair resolution of this action on behalf of the members of the class and collective. *See* Dkt. 68, Decl. of Gilda Adriana Hernandez in Support of Plaintiff's Unopposed Motion For Preliminary Approval Of Class And Collective Action Settlement; Appointment Of Plaintiff's Counsel As Class Counsel; Approval Of Settlement Administrator; And Approval of Plaintiff's Notice Of Settlement and Reimbursement of Expenses and Approval of Service Awards ("Hernandez Decl.")

³Pursuant to the Parties' proposed Settlement Agreement, Defendant does not oppose Plaintiff's requests for service awards for herself and the Early Opt-Ins in these amounts. Thus, for purposes of the instant motion, Defendant takes no position as to the propriety of any such awards.

¶ 48. All individuals assisted Plaintiff's Counsel's investigation and prosecution of the claims by providing detailed factual information regarding their job duties, work hours, wages, deductions, and other information relevant to their claims. *Id.* at ¶ 49.

For example, Named Plaintiff Myers and early opt-in Plaintiff Conyers participated in discovery, pre-certification depositions, and the preparation of declarations in support of Plaintiff's motion for conditional and class certification pursuant to 29 U.S.C. § 216 (b). *Id.* at ¶¶ 50-51. Early opt-in Plaintiffs Craig Abbott, Michael Smith, Shamekia Butler, and Charles Peppers also contributed to the preparation and execution of Plaintiff's motion for conditional and class certification by providing declarations in support of the motion as well as participating in discovery and sitting for depositions following the Court's granting of conditional and class certification. Early opt-in Plaintiff Marvin Blue participated in discovery and sat for a deposition. Early opt-in Plaintiff Kenneth Brooks actively cooperated and participated in discovery and making himself available for a deposition.⁴ Lastly, Early opt-in Plaintiffs Richard Jackson and Berry Packer each participated in discovery by providing responses to Defendant's discovery requests.

The proposed Notice that will be sent to Rule 23 Settlement Class and FLSA

⁴ Early opt-in Plaintiff Brooks, who is no longer an employee of Defendant, placed significant risk on his current employment upon seeking leave from work on two occasions in order to make himself available on the original date of his deposition as well as the rescheduled deposition date.

Collective Members will inform them of the service awards that Named Plaintiff requests:

Plaintiff Shakeera Myers will ask the Court to approve a service award in the amount of \$20,000 for herself, in bringing this action on behalf of herself and all others similarly situated, recognition of her cooperation and contributions as named plaintiff, contributions to written discovery, deposition, along with providing a declaration and a general release of all claims; a service award of \$12,500 for early opt-in plaintiff Trevon Conyers who joined the action immediately after it was filed, assisting in providing documents, details about Defendant's compensation practices and policies, cooperation and participation in written discovery, deposition, and providing a declaration as well as a general release of all claims; a service award of \$5,000.00 for early opt-in plaintiffs Craig Abbott, Michael Smith, Shamekia Butler, and Charles Peppers, due to their early cooperation and participation in discovery and depositions as well as providing declarations, documents, a general release of all claims, and information in furtherance of mediation; a service award in the amount of \$4,000 for early opt-in Plaintiff Marvin Blue for his cooperation and participation in discovery, a general release of all claims, and sitting for a deposition; a service award in the amount of \$3,000 for Kenneth Brooks for his cooperation and participation in discovery, a general release of all claims, and making himself available for a deposition; and service awards in the amount of \$2,500 for early opt-in Plaintiffs Richard Jackson and Berry Packer for their general release of all claims and cooperation and participation in discovery. The service awards recognize early opt-in plaintiffs who joined the lawsuit prior to conditional certification of the classes and preliminary approval of the settlement. The Court may deny these requests or award less than these amounts. The Court will make a final decision about the service awards at the final fairness hearing. Service awards will be paid from the Gross Settlement Amount before your payment is calculated.

See Dkt No. 63-1, Ex. A-1, at p. 6-7 (Proposed Notice) ¶ 9.

III. ARGUMENT

A. The Requested Service Awards Are Reasonable and Should Be Approved.

Though courts in the Fourth Circuit have not provided clear guidance on specific factors to consider when assessing the reasonableness of a service award, courts in the Fourth Circuit acknowledge that plaintiffs play a crucial role in bringing justice to those who would otherwise be hidden from judicial scrutiny. *See, e.g., Burke v. Shapiro, Brown & Alt, LLP*, 2016 U.S. Lexis 65120, at *17 (E.D. Va. May 17, 2016) (noting the lack of factor test in the Fourth Circuit but quoting the common practice of considering “the actions the plaintiff has taken to protect the interests of the class, the degree to which the class has benefited from those actions, and the amount of time and effort the plaintiff expended in pursuing the litigation”); *Helmick v. Columbia Gas Transmission*, 2010 U.S. Dist. LEXIS 65808, at *8 (S.D. W. Va. July 1, 2010) (“Incentive awards are routinely approved in class actions to encourage socially beneficial litigation by compensating named plaintiffs for their expenses on travel and other incidental costs, as well as their personal time spent advancing the litigation on behalf of the class and for any personal risk they undertook.”); Nantiya Ruan, *Bringing Sense to Incentive Payments: An Examination of Incentive Payments to Named Plaintiffs in Employment Discrimination Class Actions*, 10 *Emp. Rts. & Emp. Pol’y J.* 395 (2006). Because of the importance plaintiffs bring to class actions,

“an incentive award is appropriate . . . to induce an individual to participate in the suit.” *See Singleton v. Domino's Pizza, LLC*, 976 F. Supp. 2d 665, 690 (D. Md. 2013). Therefore, “[a]t the conclusion of a successful class action case, it is common for courts, exercising their discretion, to award special compensation to the class representatives in recognition of the time and effort they have invested for the benefit of the class.” *Smith v. Krispy Kreme Doughnut Corp.*, 2007 WL 119157, at *4 (M.D.N.C. Jan. 10, 2007). Service awards fulfill the important purpose of compensating plaintiffs for the time they spend and the risks they take. *See Kirkpatrick v. Cardinal Innovations Healthcare Sols.*, No. 1:16-CV-01088, 2018 WL 6718948, at *5 (M.D.N.C. Dec. 18, 2018) (“Service payments for named [p]laintiffs ‘compensate [p]laintiffs for their additional efforts, risks, and hardships they have undertaken as class representatives on behalf of the group in filing and prosecuting the action.’”); *Leigh v. Bottling Grp., LLC*, 2012 U.S. Dist. LEXIS 17016, at *20 (D. Md. Feb. 10, 2012) (“[T]he policy underlying the FLSA – namely, ‘to protect certain groups of the population from substandard wages and excessive hours which endangered the national health and well-being and the free flow of goods in interstate commerce,’ would appear to be served by providing a modest incentive to plaintiffs who take such initiative and assume such risk.”) (citing *Brooklyn Sav. Bank v. O'Neil*, 324 U.S. 697, 706 (1945)); *Archbold v. Wells Fargo Bank, N.A.*, 2015 U.S. Dist. LEXIS 92855, at *14 (S.D. W. Va. July 13, 2015) (acknowledging “[h]ad

the Plaintiff not stepped forward to prosecute these claims, the rest of the class would have received nothing”); *Hoffman v. First Student, Inc.*, 2010 U.S. Dist. LEXIS 27329, at *11 (D. Md. Mar. 23, 2010) (assessing, in an FLSA collective/class action, “the actions the plaintiff has taken to protect the interests of the class, the degree to which the class has benefitted from those actions, and the amount of time and effort the plaintiff expended in pursuing the litigation,” when determining whether a service award is warranted).

Courts in the Fourth Circuit frequently approve service awards in wage and hour class and collective actions. *See, e.g., Helmick*, 2010 WL 2671506, at *3 (approving a \$50,000 service award to one plaintiff in a settlement of \$450,000); *Kirkpatrick*, 2018 WL 6718948, at 6 (approving \$10,000 service award in FLSA action); *DeWitt v. Darlington Cty.*, 2013 U.S. Dist. LEXIS 172624, at *39-40 (D.S.C. Dec. 6, 2013) (listing FLSA cases granting service awards and referring to such awards as “very common”); *Leigh*, 2012 U.S. Dist. LEXIS 17016, at *20 (granting \$67,500 in service awards among several plaintiffs, where the average service award equaled \$9,600); *Hatzey v. Divurgent, LLC*, No. 2:18-CV-191, 2018 WL 5624300, at *1 (E.D. Va. Oct. 9, 2018), *report and recommendation adopted sub nom. Hatzey v. Divurgent, LLC*, No. 2:18CV191, 2018 WL 5621967 (E.D. Va. Oct. 30, 2018) (approving \$10,000 service award for named plaintiff); *McLaurin v. Prestage Foods, Inc.*, No. 7:09-CV-100-BR, 2012 WL 12910993, at *2 (E.D.N.C.

Feb. 3, 2012) (granting service awards of \$10,000 and \$5,000). In examining the reasonableness of a requested service award, courts consider: (1) the personal risk incurred by the named plaintiffs; (2) the time and effort expended by the named plaintiffs in assisting the prosecution of the litigation; and (3) the percentage of the gross service awards to the ultimate recovery. *See Edelen v. Am. Residential Serv., LLC*, 2013 U.S. Dist. LEXIS 102373, at *45-47 (D. Md. July 22, 2013); *DeWitt*, 2013 U.S. Dist. 172624, at *38-41; *Hoffman*, 2010 U.S. Dist. LEXIS 27329, at *10.

B. The Plaintiffs Assumed Significant Risks.

In assessing the reasonableness of service awards, courts consider the risks that the class representatives assumed in serving the interests of the class. *See Kruger v. Novant Health, Inc.*, 2016 WL 6769066, at *6 (M.D.N.C. Sept. 29, 2016) (“Moreover, this award is appropriate given the reputational risk in bringing an action against a prominent company in [plaintiffs’] community.”); *Leigh*, 2012 U.S. Dist. LEXIS 17016, at *23 (stating that service awards incentivize risk); *Helmick*, 2010 U.S. Dist. LEXIS 65808, at *8 (providing that service awards compensate for risks incurred); *Muhammad v. Nat'l City Mortg., Inc.*, 2008 U.S. Dist. LEXIS 103534, at *25 (S.D. W. Va. Dec. 19, 2008) (same).

Even where there is not a record of actual retaliation, plaintiffs merit recognition for assuming the risk of retaliation for the sake of absent class members. *See Dellinger v. Sci. Applications Int'l Corp.*, 649 F.3d 226, 233 (4th Cir. 2011)

(explaining that FLSA litigants “often need references from past employers, they may face retaliation from new employers who learn they have challenged the labor practices of previous employers, and they sometimes must return to past employers for a variety of reasons, putting them once more at risk of retaliation”) (citing *Darveau v. Detecon, Inc.*, 515 F.3d 334, 342-43 (4th Cir. 2008) (discussing risk of retaliation as a reason employees may be hesitant to bring action against employers); *Ware v. AUS, Inc.*, 2017 U.S. Dist. LEXIS 56495, at *7 (D. Md. Apr. 13, 2017) (analyzing FLSA case where two workers did not want to be identified out of fear of retaliation); *Doe v. New Ritz, Inc.*, 2016 U.S. Dist. LEXIS 14159, at *7 (D. Md. Feb. 5, 2016) (permitting use of a pseudonym in an FLSA action due to risks of retaliation); *Irvine v. Destination Wild Dunes Mgmt., Inc.*, 204 F. Supp. 3d 846, 851 (D.S.C. 2016) (approving service awards where the plaintiffs “initially came forward with these claims, potentially placing their careers in food and beverage service at risk. Without their actions, this settlement may not have been achieved.”); *Rehberg v. Flowers Baking Co. of Jamestown, LLC*, 2015 U.S. Dist. LEXIS 36929, at *35 (W.D.N.C. Mar. 23, 2015) (explaining that, in granting class certification, the court was allowing class members to seek relief where they might otherwise be unable to because of fear of retaliation); *Bowersox v. Ga.-Pac. Corp.*, 1976 U.S. Dist. LEXIS 17091, at *55-56 (D. Md. Jan. 20, 1976) (discussing risks involved with bringing employment class action suit, including harassment and termination).

Several of the Opt-In Plaintiffs remain employed by Defendant, rendering their actions in pursuing this lawsuit potentially risky. These risks – or, at least, the perception of a risk by the Plaintiffs—justify the requested service awards, which provide an important public-policy incentive to seek enforcement of the law despite these perceived dangers. *See Leigh*, 2012 U.S. Dist. LEXIS 17016, at *23. Moreover, though the Named Plaintiff and some of the Early Opt-In Plaintiffs were not employed by Defendant when they pursued the lawsuit, they risked retaliation from their current employers and put their ability to secure future employment at risk. *See Dellinger*, 649 F.3d at 233 (detailing the prospective repercussions employees may face for pursuing an action against a former employer); *Darveau*, 515 F.3d at 342-43 (same); *Irvine*, 204 F. Supp. 3d at 851 (stating that, in bringing an action, employees were risking their careers in an entire industry); *Guippone v. BHS&B Holdings, LLC*, 2011 U.S. Dist. LEXIS 126026, at *20 (S.D.N.Y. Oct. 28, 2011) (“Today, the fact that a plaintiff has filed a federal lawsuit is searchable on the internet and may become known to prospective employers when evaluating the person.”).

C. Plaintiff and Early Opt-ins Expended Significant Time and Effort.

Plaintiffs contend the Court should grant the requested service awards based on the significant work that the Named and Opt-In Plaintiffs performed as part of the litigation of this case. Courts recognize the important factual knowledge that

plaintiffs bring to employment class actions, including information about employer policies and practices that affect wages. *See Kirkpatrick*, 2018 WL 6718948, at *6 (noting that “without Kirkpatrick putting her name on the lawsuit and her assistance, ‘it is unlikely that any recovery [to the collective] would have been as beneficial to the group.’”); *Irvine*, 204 F. Supp. at 851 (stating that if the plaintiffs did not come forward and participate in the litigation, the settlement may not have been achieved); *Singleton*, 976 F. Supp. 2d at 690 (D. Md. 2013) (referring to plaintiff-employees in a class action as an “essential ingredient,” necessitating service awards to incentivize such suits).

As discussed above, Named Plaintiff and Early Opt-Ins contributed significant time and effort to the case. They provided detailed factual information regarding their job duties, extensive documents, including those alleged to represent Defendant’s policies, and other information relevant to their claims. Dkt. 68, Hernandez Decl. ¶¶ 48-52. Plaintiffs made themselves regularly available to answer questions from Plaintiff’s Counsel prior to the motion for certification, during the discovery process, and as part of negotiations with Defendant and during mediation.

Here, Named Plaintiff Myers seeks service awards for not only herself but nine Early Opt-ins for their support throughout the investigation, litigation, and mediation of this action and for the broader release they will provide. Moreover, Ms. Myers raised a Title VII/sexual harassment claim not raised by anyone else,

and that claim is also encompassed by the release she will provide under this settlement.⁵ Additionally, Named Plaintiff and Early Opt-ins provided extensive information about their allegations related to the nature of Defendant's compensation policies, the amount of time engaged in vehicles weighing less than 10,000 pounds, in addition to, policies and practices relating to timekeeping, promised wages, and unauthorized deductions. Furthermore, they provided documents, declarations, and depositions⁶ to support the same and Plaintiff's motion for conditional certification. Finally, during the investigative phase of this matter, litigation and prior to/following mediation, Plaintiffs met with Class counsel to bring and review documents and prepare for depositions. Moreover, while the demanding nature of Plaintiffs' work resulted in limited availability to meet in person, Plaintiffs, when unavailable personally, always made themselves available telephonically, (i.e., weeknights, weekends, and even during the day), as they understood the significance of their contributions, to the success of this case. The requested service awards reflect the significant contributions each plaintiff made to the case and the time and effort spent in producing, coordinating, and

⁵ Because the parties reached an agreement as to Named Plaintiff's Title VII claim, of the Gross Settlement Fund, Named Plaintiff will receive \$50,000.00 in exchange for her release of the Title VII claim.

⁶ While Defendant provided notice of deposition to all nine Early Opt-ins, the depositions of Kenneth Brooks, Berry Packer, and Richard Jackson did not take place prior to the parties' reaching the current proposed settlement agreement.

reviewing documents.

The time and effort expended by plaintiffs is commonly considered in making service awards. *See Irvine*, 204 F. Supp. at 851 (granting service awards where the plaintiffs participated in depositions and written discovery, and without their actions, settlement may not have been achieved); *Smith v. Res-Care, Inc.*, 2015 U.S. Dist. LEXIS 145266, at *30 (S.D. W. Va. Oct. 27, 2015) (awarding a service award where the plaintiff made “contributions and sacrifices for [the] class action”); *Savani v. URS Prof'l Sols. LLC*, 121 F. Supp. 3d 564, 577 (D.S.C. 2015) (approving a service award where the plaintiff “demonstrate[d] significant time and effort expended”); *Ruffin v. Entm't of the E. Panhandle, Inc.*, 2013 U.S. Dist. LEXIS 196238, at *6 (N.D.W. Va. Jan. 23, 2014) (granting a service award for the plaintiff's efforts in the litigation); *Deem v. Ames True Temper, Inc.*, 2013 U.S. Dist. LEXIS 72981, at *18 (S.D. W. Va. May 22, 2013) (finding service awards “justified and appropriate” where the plaintiffs’ “involvement exceeded that which one typically sees with class representatives”); *Temp. Servs. v. Am. Int'l Grp., Inc.*, 2012 U.S. Dist. LEXIS 131201, at *16 (D.S.C. Sep. 14, 2012) (“At the conclusion of a successful class action case, it is common for courts exercising their discretion, to award special compensation to the class representative in recognition of the time and effort they have invested for the benefit of the class.”).

D. The Ultimate Recovery Supports the Requested Service Awards.

Courts within the Fourth Circuit have approved service awards similar to or greater than the awards requested here. *See, e.g., Beasley v. Custom Communs, Inc.*, 2017 U.S. Dist. LEXIS 219975, at *9 (E.D.N.C. Oct. 24, 2017) (approving \$15,000 service awards each for the named plaintiff and opt-in plaintiff); *Speaks v. Tobacco Coop., Inc.*, 2018 WL 998083, at *3 (E.D.N.C. Feb. 20, 2018) (awarding \$10,000 each to ten plaintiffs); *DeWitt*, 2013 U.S. Dist. LEXIS 172624, at *39-40 (listing FLSA cases with up to \$20,000 in granted service awards, and referring to such awards as “very common”); *Helmick v. Columbia Gas Transmission*, No. CIV.A.2:07-CV-00743, 2010 WL 2671506, at *3 (approving \$50,000 service award in a settlement of \$450,000); *Kay Co. v. Equitable Prod. Co.*, 749 F. Supp. 2d 455, 468 (S.D. W. Va. 2010) (granting \$15,000 personal service awards for each of the six Named Plaintiffs initiating suit and participating in discovery); *Smith v. Krispy Kreme Doughnut Corp.*, 2007 WL 119157, at *4 (M.D.N.C. Jan. 10, 2007) (granting service awards of \$15,000 each to two class representatives); *Kruger*, 2016 WL 6769066, at *6 (granting service awards of \$25,000 each to seven plaintiffs).

The requested service awards for Named Plaintiff and Early Opt-ins amounts to less than 8% of the total recovery, which is a reasonable and typical percentage in the Fourth Circuit, especially in light of *the active roles* Named Plaintiff and Early Opt-ins respectively assumed throughout the course of litigation. *See, e.g., Kay Co.*, 749 F. Supp. 2d at 473 (emphasizing the importance of plaintiffs’ sitting for

depositions and participating in the discovery process); *Irvine*, 204 F. Supp. 3d at 848 (approving service awards that amounted to 6.59% of the gross settlement amount); *DeWitt*, 2013 U.S. Dist. LEXIS 172624, at *40 (approving service awards that amounted to 3.33% of the gross settlement amount); *Faile v. Lancaster Cty.*, 2012 U.S. Dist. LEXIS 189610, at *42 (D.S.C. Mar. 8, 2012) (approving service awards that amounted to 4.5% of the gross settlement amount); *Helmick*, 2010 U.S. Dist. LEXIS 65808, at *6 (approving a service award that amounted to 11.1% of the gross settlement amount); *Newbanks v. Cellular Sales of Knoxville, Inc.*, No. CV 3:12-1420-CMC, 2015 WL 12843763, at *7 (D.S.C. Feb. 4, 2015) (approving service awards totaling 2.9% of the gross settlement amount).

Here, due to the Plaintiff's and the Current Opt-Ins' efforts, counsel for Plaintiff negotiated a Gross Settlement Amount totaling \$1,500,000.00. Because this proposed settlement includes no provision for reversion, where Defendant could have any unclaimed funds returned to them, Plaintiffs will control the distribution of the entire Gross Settlement Amount; Settlement Class Members may receive more than one check, and any uncashed checks will be designated to mutually agreed upon *cy pres* beneficiaries. This creates a high probability that, due to the efforts of Plaintiff and the Early Opt-Ins to ensure that all putative class members have an opportunity to participate in this settlement and receive their damages, those Putative Settlement Class Members who do choose to participate may receive a large portion

of their alleged damages, and without being required to wait for years of litigation.

IV. CONCLUSION

For the reasons set forth above, Plaintiff respectfully requests that the Court approve a Service Award to herself in the amount of \$20,000; \$12,500 for opt-in Plaintiff Trevon Conyers; \$5,000 each for opt-in Plaintiffs Craig Abbott, Michael Smith, Shamekia Butler, and Charles Peppers; \$4,000 for opt-in Plaintiff Marvin Blue; \$3,000 for opt-in Plaintiff Kenneth Brooks; and \$2,500 each for opt-in Plaintiffs Richard Jackson and Berry Packer, in recognition of the services they rendered and the risks they assumed on behalf of the class members, should the proposed Settlement Agreement receive final approval and become effective.

Respectfully submitted, this November 4, 2019.

/s/ Gilda Adriana Hernandez
Gilda A. Hernandez (NCSB No. 36812)
Charlotte Smith (NCSB No. 53616)
**THE LAW OFFICES OF GILDA A.
HERNANDEZ, PLLC**
1020 Southhill Drive, Suite 130
Cary, NC 27513
Tel: (919) 741-8693
Fax: (919) 869-1853
ghernandez@gildahernandezlaw.com
csmith@gildahernandezlaw.com

Charles Robert Ash, IV, *pro hac vice*
Matthew L. Turner, *pro hac vice*
SOMMERS SCHWARTZ, P.C.
One Towne Square, Suite 1700
Southfield, MI 48076

248-355-0300
248-746-4001 (fax)
crash@sommerspc.com
mturner@sommerspc.com

Attorneys for Plaintiff

CERTIFICATE OF SERVICE

I hereby certify that on November 4, 2019, the foregoing
**MEMORANDUM OF LAW IN SUPPORT OF PLAINTIFF'S
UNOPPOSED MOTION FOR APPROVAL OF SERVICE AWARDS** was
served in accordance with the Federal Rules of Civil Procedure on the following:

Jerry Howard Walters
jwalters@littler.com
LITTLER MENDELSON, P.C.
Bank of America Corporate Center
100 N. Tryon Street, Suite 4150
Charlotte, NC 28202
Telephone: 704-972-7013
Facsimile: 704-333-4005

Claire B. Deason, *pro hac vice*
Lyndsey Marcelino, *pro hac vice*
LITTLER MENDELSON, P.C.
80 South 8th Street, Suite 1300
Minneapolis, MN 55402
612-313-7610
612-630-6926 (fax)
cdeason@littler.com
lmarcelino@littler.com

Attorneys for Defendant

/s/ Gilda Adriana Hernandez
Gilda A. Hernandez (NCSB No. 36812)
Charlotte Smith (NCSB No. 53616)
**THE LAW OFFICES OF GILDA A.
HERNANDEZ, PLLC**
1020 Southhill Drive, Suite 130
Cary, NC 27513
Tel: (919) 741-8693
Fax: (919) 869-1853
ghernandez@gildahernandezlaw.com

csmith@gildahernandezlaw.com

Charles Robert Ash, IV, *pro hac vice*

Matthew L. Turner, *pro hac vice*

SOMMERS SCHWARTZ, P.C.

One Towne Square, Suite 1700

Southfield, MI 48076

248-355-0300

248-746-4001 (fax)

crash@sommerspc.com

mturner@sommerspc.com

Attorneys for Plaintiff