

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF OHIO
WESTERN DIVISION AT CINCINNATI

ARIANE ROSE VILLARIN, on behalf of
herself and all others similarly situated,

Plaintiff,

v.

HEALTH CARE FACILITY MANAGEMENT,
LLC, d/b/a COMMUNICARE FAMILY OF
COMPANIES, and WORLDWIDE
HEALTHSTAFF SOLUTIONS, LLC.,

Defendants.

Case No. 1:23-cv-00097-MRB

**PLAINTIFF'S MOTION FOR APPROVAL OF ATTORNEYS' FEES,
COSTS, AND SETTLEMENT ADMINISTRATION EXPENSES**

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PRELIMINARY STATEMENT

Plaintiff Ariane Rose Villarin, an immigrant nurse from the Philippines, came to work in the United States under the sponsorship of Defendant Health Care Facility Management, LLC d/b/a CommuniCare Family of Companies (“CommuniCare”) in July 2022. On February 17, 2023, Ms. Villarin brought this case on behalf of herself and approximately 218 other immigrant nurses, alleging that Defendants CommuniCare and WorldWide HealthStaff Solutions, LLC (“WorldWide”) violated state and federal law by, among other things, imposing onerous conditions restricting nurses’ ability to leave their employment. After significant motion practice, exchange of documents, changes in counsel, extensive negotiations, and mediation, the parties in this case reached a class and collective settlement, which was approved by the Court on February 20, 2026. In advance of the final fairness hearing on July 8, 2026, Plaintiff submits this motion in support of her application for approval of attorneys’ fees, expenses, and settlement administration costs. Her motion for final approval of the class settlement and final certification of the Settlement Class was separately filed yesterday.

BACKGROUND

The factual and procedural background of this case is set forth in detail in Plaintiff’s previously-filed motion for preliminary approval and certification, ECF No. 88-1, and Plaintiff’s motion for final approval, ECF No. 91, and is therefore not fully repeated here. The following facts are of particular relevance to the instant motion.

- As described in Plaintiff’s other submissions, the parties’ settlement in this case affords significant monetary and non-monetary relief to the Settlement Class. Under the proposed settlement, Defendants will pay \$1,000,000 into a common fund. June 19, 2026 Decl. of Patricia Kakalec (“Kakalec Decl.”), Ex. A. (“Agmt.”), ¶ 3.2. All settlement

administration expenses and class counsel's attorneys' fees and costs, if approved by the Court, are to be paid from the common fund. *Id.* ¶¶ 3.2, 3.5-3.10.

- In the Court's February 20, 2026 Opinion & Order ("Order"), ECF No. 89, preliminarily approving the class and the settlement, the Court appointed Katz Banks Kumin LLP, the Law Firm of Shihab & Associates, Co., LPA, the Law Offices of Magen E. Kellam, P.A., Kakalec Law PLLC, and Towards Justice as Class Counsel. Order at 3, ¶ 3.
- Three of the firms representing the Plaintiff in this case – Towards Justice; Katz Banks Kumin; and Kakalec Law PLLC – came into this case almost a year into the litigation. As the Court noted in its decision granting leave to amend, ECF No. 39 at 2, 5, new counsel had experience litigating cases such as this one in other jurisdictions, and replaced prior counsel who withdrew. Kakalec Decl. ¶ 5.
- Counsel represented the Plaintiff on a contingency fee basis, accepting the risk of a negative outcome and incurring all litigation expenses. Kakalec Decl., ¶ 4.
- Consistent with the Court's Order and the parties' Settlement Agreement, Settlement Administrator Atticus Administration sent notice of the settlement (including notice of the amounts of the service awards and class counsel's fees) by multiple methods and on multiple dates (including sending a reminder notice). Kakalec Decl., Ex. B (June 18, 2026 Decl. of Ann Linton, Director of Project Management for Atticus Administration, LLC. ("Linton Decl.") ¶¶ 6-10.
- The deadline to opt in, opt out, or object to the settlement has passed, and only one individual has opted out of the case. No class members have objected to the settlement. Linton Decl. ¶ 14.

Plaintiff now seek attorneys' fees and costs in an amount not to exceed \$338,100. This amount is consistent with the parties' Settlement Agreement, which provides for up to one-third of the settlement fund as attorneys' fees, and further provides that fees and costs together should not exceed the \$338,100 figure. Agmt. ¶ 3.5. The fees amount is also consistent with Plaintiff's contingency retainer agreement with her counsel, which provides that counsel may be paid up to one-third of the total recovery as attorneys' fees in the event of a successful result in the case. Kakalec Decl. ¶ 11.

Plaintiff also seeks approval of the costs for Atticus Administration, consistent with the Settlement Agreement. Agmt. ¶ 39. ("The full cost of settlement administration, including payment for all services and mailings, will be paid from the Gross Settlement Amount.")

Considering the results achieved here, the absence of objections, and the reasonableness of the costs and fees, as discussed more fully below, the Court should approve the fees and costs in the amounts requested.

ARGUMENT

I. Attorneys' Fees are Warranted Here.

In a certified class action, the court may award reasonable attorneys' fees and nontaxable costs that are authorized by law. Fed. R. Civ. P. 23(h). In *Hensley v. Eckerhart*, the Supreme Court ruled that in fee shifting cases, plaintiffs are entitled to attorneys' fees, "if they succeed on any significant issue in litigation which achieves some of the benefit the parties sought in bringing suit." *Hensley v. Eckerhart*, 461 U.S. 424, 433 (1983); *see also Texas State Teachers v. Garland Indep. School Dist.*, 489 U.S. 782 (1989). The settlement in this case achieves several such benefits, both monetary and nonmonetary, and thus entitles Plaintiff to recover Class Counsel's attorneys' fees.

“When awarding attorney's fees in a class action, a court must make sure that counsel is fairly compensated for the amount of work done as well as for the results achieved.” *Rawlings v. Prudential-Bache Properties, Inc.*, 9 F.3d 513, 516 (6th Cir. 1993) (citation omitted); *see also Smith v. Fifth Third Bank*, No. 1:18-cv-464, 2021 U.S. Dist. LEXIS 268033, at *20 (S.D. Ohio Aug. 31, 2021) (“Class Counsel are entitled to a reasonable fee for their successful efforts on behalf of the class.”). Fees are a reflection of “the risk an attorney assumes in undertaking a case, the quality of the attorney’s work product, and the public benefit achieved.” *Rawlings*, 9 F.3d 513 at 516. And it is “appropriate to reward counsel and incentivize counsel to pursue the best possible result for the Class and not punish counsel for negotiating an advantageous settlement on behalf of the Class at the early stages of the litigation.” *In re Valeant Pharmas. Int’l, Inc. Sec. Litig.*, No. 315CV07658MASLHG, 2020 WL 3166456, at *15 (D.N.J. June 15, 2020)

II. Using the “percentage of the fund” method, the Court should approve the fees.

The Court should assess reasonableness of the fees award when considering whether the settlement is fair. *See Carmen v. Health Carousel, LLC*, No. 1:20-cv-313, 2025 U.S. Dist. LEXIS 53761, at *42 (S.D. Ohio Mar. 24, 2025) (“Carmen II”). There are two methods for analyzing the reasonableness of the fees in a class action: the “percentage of the fund” method and the lodestar method. *See Rawlings*, 9 F.3d at 516 -17 (approving both the lodestar and “percentage of the fund” methods to evaluate fee requests). While both methods are acceptable,¹ in the Southern District of Ohio, the “percentage method” is the preferred method for determining reasonable attorneys’ fees, “with reference to the lodestar and the resulting

¹ “[T]he Sixth Circuit has indicated that courts should make a ‘clear statement’ as to which approach they are using.” *Smith*, 2021 U.S. Dist. LEXIS 268033, at *20 (citing *Gascho v. Global Fitness Holdings*, 822 F.3d 269, 279 (6th Cir. 2016)).

multiplier.” *Smith*, 2021 U.S. Dist. LEXIS 268033, at *20 (internal quotations omitted); *see also Ranney v. Am. Airlines*, No. 1:08cv137, 2016 WL 471220, at *1 (S.D. Ohio Feb. 8, 2016) (Barrett, J.) (same). “[W]hen class counsel's efforts create a substantial common fund for the benefit of the class, they are ... entitled to payment from the fund based on a percentage of that fund.” *Smith*, 2021 WL 11713313, at *7. (cleaned up).

A court may, but is not required to, conduct a “lodestar cross-check” on the percentage fee. *See Lowther v. AK Steel Corp.*, No. 1:11-cv-877, 2012 U.S. Dist. LEXIS 181476, at *13 (S.D. Ohio Dec. 21, 2012) (“Although not required, the Court will exercise its discretion ... by performing a ‘lodestar cross-check.’”); *Kimber Baldwin Designs, LLC v. Silv Commc'ns, Inc.*, No. 1:16-CV-448, 2017 WL 5247538, at *6 (S.D. Ohio Nov. 13, 2017) (noting that a lodestar cross-check is “unnecessary”).

A. Factors for Determining Reasonableness of Fees Under the Percentage Method

Courts in this Circuit evaluate the reasonableness of the requested percentage of a fund as attorneys’ fees by considering the following factors: (1) the value of the benefit rendered to the class; (2) the value of the services on an hourly basis; (3) whether the services were undertaken on a contingent fee basis; (4) society’s stake in rewarding attorneys who produce such benefits in order to maintain an incentive to others; (5) the complexity of the litigation; and (6) the professional skill and standing of counsel on both sides. *Ranney*, 2016 WL 471220, at *2 (citing *Ramey v. Cincinnati Enquirer, Inc.*, 508 F.2d 1188, 1196 (6th Cir. 1974)); *see also Fifth Third Bank*, 2021 U.S. Dist. LEXIS 268033, at *21 (same). ““There is no formula for weighing these factors. Rather, the Court should be mindful that each case presents a unique set of circumstances and arrives at a unique settlement, and thus different factors could predominate depending on the case.”” *Ranney*, 2016 WL 471220, at *2 (citation omitted).

As discussed more fully below, these factors weigh in favor of approving Plaintiff's fees request here.

B. The Settlement Provides Meaningful Benefits to the Class

The settlement in this case provides meaningful benefits to the Settlement Class. Class members who paid amounts to CommuniCare in connection with resigning before the end of their terms will receive back half of the payments they have already incurred. And all Class members will receive damages, based on the number of weeks worked, for other claims raised in the litigation. The average recovery for those Class members receiving a reimbursement for amounts paid to CommuniCare is approximately \$6,639. The average recovery for all others is approximately \$1,675. *See* Pl.'s June 18, 2026 Final Approval Memorandum, ECF No. 91-2 ("Final App. Mem.") at 6-7, 14.

Additionally, under the settlement, Defendants are forgiving debt for past and current employees, and have agreed not to enforce contractual provisions for repayment of debts in the future—as to both past and current employees. *Id.* at 5-6, 15. This is a significant benefit to Class Members, as detailed in Plaintiff's brief in support of approval. *See id.* at 15-16. In a case with similar facts to the instant case, Judge Cole of this district acknowledged the benefits to the class of debt forgiveness and "future programmatic changes" agreed to by defendants. *Carmen II*, 2025 U.S. Dist. LEXIS 53761, at *44.

When determining "the value rendered to the settlement class, the Court should analyze the merits of the case and the risks associated with continued litigation." *Moore v. Aerotek, Inc.*, No. 2:16-cv-1066, 2017 U.S. Dist. LEXIS 102621, at *21 (S.D. Ohio June 30, 2017) (citation omitted). Here, the legal issues at play around the TVPA and contracts such as those at issue in this case remain novel and quickly developing. *See generally* Approval Br. at 12-13. There is

obviously no guarantee that Plaintiff would prevail at summary judgment or trial in this case, and clearly no guarantee that a jury would award all damages sought at trial.

Class Members' evaluation of the proposed fees for the representation they received is also an important measure of the reasonableness of the fee. Here, after notice to putative class members of the \$383,100 sought for fees and costs, there have been no objections to the settlement, Linton Decl., ¶ 14, including to the amount of fees and costs. This further supports that the amount of fees sought here is appropriate, and is acceptable to the Class.

C. The Fees Sought Here Are Warranted Based on the Value of Counsel's Services on an Hourly Basis.

Class Counsel have expended significant time – more than 667 hours – litigating this case, as evidenced by the hours summarized below. Counsel's activities have included moving for leave to amend, amending the Complaint, responding to WorldWide's motion to dismiss, exchanging and analyzing extensive data provided by Defendants, preparing a mediation memorandum, participating in mediation and subsequent settlement talks, negotiating a settlement agreement, moving for preliminary approval of the class settlement and preliminary certification, moving for final approval of the class settlement, and making the instant motion. As discussed below, the costs sought in the case are \$7,150, so the amount of fees sought is \$330,950 (\$338,100 minus \$7,150 = \$330,950), which slightly less than third of the \$1,000,000 settlement common fund.

As illustrated in the chart below, using the *Laffey Matrix*,² see <http://www.laffeymatrix.com/see.html> (last visited June 18, 2026), to derive hourly rates results

² The *Laffey Matrix* is “an official statement of market-supported reasonable attorney fee rates which was adopted, and is periodically updated, by the United States Court of Appeals for the District of Columbia.” *Adcock-Ladd v. Sec'y of Treasury*, 227 F.3d 343, 347 n.3 (6th Cir. 2000).

in a lodestar of \$675,369 for these hours. Using higher rates such as those in the *Laffey* Matrix³ would be justified here in light of the risks inherent in litigation under the Trafficking Victims Protection Act (“TVPA”), and the specialized experience of counsel. *See, e.g., Moore v. Rubin*, 766 F. Supp. 3d. 423, 427–432 (E.D.N.Y. 2025) (approving hourly rates based on an enhancement in light of risks inherent in litigation under the TVPA given the number of “untested legal and factual issues under the TVPA” and the “absence of a market for TVPA cases”); *Hawes v. Macy’s Inc.*, No. 1:17-cv-754, 2024 U.S. Dist. LEXIS 85972, at *11 (S.D. Ohio May 13, 2024) (finding class counsel’s hourly rates of up to \$1,025 per hour appropriate where counsel were experienced class action litigators).

Still, the Court need not find the *Laffey* or other higher rates applicable because – for the purpose of a lodestar cross check on the “percentage of the fund” fee calculation – even utilizing the lower Rubin Committee rates, the Class Counsel’s lodestar is still above amount sought under the “percentage of the fund” method, and does not result in a windfall or disproportionate fee award to Class counsel.

The rates⁴ are as follows:

Firm	Person	Role	Hours	Atty Grad Year	Rate/ Laffey	Rate/ Rubin	Lodestar/ Laffey	Lodestar/ Rubin
Toward Justice	Juno Turner	Attorney	35.9	2006	\$1227	\$614	\$44,049	\$22,042
Toward Justice	Deb Schaeffer	Investigator/Analyst (paralegal rate)	4.4		\$277	\$205	\$1,218	\$902
Shihab & Associates, Co., LPA	Gus Shihab	Attorney	35.5	1993	\$1227	\$694	\$43,558	\$24,637

³ While the Sixth Circuit in *Klopfenstein v. Fifth Third Bank*, No. 25-3258, 2026 U.S. App. LEXIS 16272, at *31-32 (6th Cir. June 4, 2026) held that the Court abused its discretion in not explaining the use of the *Laffey* Matrix as to certain counsel, it did not hold that such rates are never justified.

⁴ Plaintiff’s method of calculating the Rubin rates is set forth in paragraph 9 of the Declaration of Patricia Kakalec and Exhibit C to that declaration.

Law Offices of Magen E. Kellam, P.A.	Magen Kellam	Attorney	169.2	2004	\$1227	\$694	\$207,608	\$117,424
Katz Banks Kumin	Susanna Barron	Attorney	118	2018	\$902	\$521	\$106,436	\$61,478
Katz Banks Kumin	Hugh Baran	Attorney	127.30	2017	\$902	\$521	\$114,824	\$66,323
Katz Banks Kumin	Dana Bolger	Attorney	19.90	2019	\$625	\$521	\$12,437.50	\$10,367
Katz Banks Kumin	Hannah Robinson	Paralegal	4.10		\$277	\$205	\$1135	\$840
Kakalec Law PLLC	Patricia Kakalec	Attorney	94.4	1993	\$1227	\$694	\$115,828	\$65,513
Kakalec Law PLLC	Carol Brooke	Attorney	12.5	2000	\$1227	\$694	\$15,338	\$8,675
Kakalec Law PLLC	Bob Kakalec	Data analyst (paralegal rate)	31.5		\$277	\$205	\$8,725	\$6,547
Kakalec Law PLLC	Angie Contreras	Paralegal	11		\$277	\$205	\$3,047	\$2,255
Kakalec Law PLLC	Jennifer Peterson	Paralegal	4.2		\$277	\$205	\$1,165	\$861
TOTALS							\$675,369	\$387,864

The requested fees of \$330,950 are less than half of counsel's lodestar using *Laffey*; dividing the fees sought by the lodestar results in a negative multiplier of .49. The \$330,950 fees sought when checked against Rubin rates are a closer negative multiplier of .85 – the fees sought are approximately \$57,000 less than the lodestar. Under either scenario, the “percentage of the fund” fee amount reflects a multiplier of the lodestar that is well within those which have been approved in this district. *See, e.g., Miranda v. Xavier Univ.*, No. 1:20-CV-539, 2023 WL 6443122, at *7 (S.D. Ohio Oct. 3, 2023) (“negative multiplier of .75 ... demonstrates that the fee sought is reasonable.”); *Miller v. Baltimore Builders Supply & Millwork, Inc.*, No. 2:21-CV-

4867, 2023 WL 6554073, at *2 (S.D. Ohio Sept. 13, 2023) (“such a negative multiplier supports that the fee sought is reasonable[.]”); *Carmen II*, 2025 U.S. Dist. LEXIS 53761, at *43 (approving multiplier of 1.98 in class action); *Karpik*, 2021 U.S. Dist. LEXIS 38641, at *27 (“Because of the inherent risks of litigation, courts in this district award multipliers of between approximately 2.0 and 5.0.”); *Fifth Third Bank*, 2021 U.S. Dist. LEXIS 268033, at *21 (“[M]ost courts agree that the typical lodestar multiplier in a large class action ranges from 1.3 to 4.5”) (internal quotations omitted). In short, this case does not present concerns that counsel obtain a “windfall” at the expense of the Class.

Moreover, when utilizing the lodestar method as a “cross check” when applying the “percentage of the fund” method of fees calculation, courts are not required to scrutinize the fee records as rigorously. *See Compound Prop. Mgmt. LLC v. Build Realty, Inc.*, No. 1:19-cv-133, 2026 U.S. Dist. LEXIS 40871, at *26 (S.D. Ohio Feb. 27, 2026) (lodestar cross check does not require court to “exhaustively scrutinize” time records); *accord In re Rite Aid Corp. Securities Litigation*, 396 F.3d 294, 306–07 (3d Cir. 2005), *as amended*, (Feb. 25, 2005) (noting that the “lodestar cross-check calculation need entail neither mathematical precision nor bean-counting,” and that “[t]he district courts may rely on summaries submitted by the attorneys and need not review actual billing records”). And beyond the hours included here, Class Counsel will expend additional hours working towards the final resolution of this action.⁵

D. The Fees Here are also Warranted Based Upon Counsel’s Representation of the Class on a Contingency Basis.

The requested fees of \$330,950 here are based on counsel’s retainer which provides for attorneys’ fees in an amount of one-third of the recovery. Kakalec Decl., ¶ 11. In a contingency

⁵ Should the Court wish, Class Counsel will submit their time records for the Court’s review for a cross check or for an analysis under the lodestar method.

fee case such as this, courts consider the risk assumed by counsel with no guarantee of recovery. *Andrews*, 2023 U.S. Dist. LEXIS 191571, at *21 (“Class Counsel have made significant investments of time and have advanced costs but have received no compensation in this matter since the beginning of this litigation, which weighs in favor of granting an award of attorney fees”); *Jackson v. Nationwide Retirement Sols., Inc.*, No. 2:22-cv-3499, 2024 U.S. Dist. LEXIS 38282, at *19 (S.D. Ohio Mar. 5, 2024) (finding that a litigation on a contingent fee basis “favors approving the requested fee award” because class counsel “assumed a real risk in taking on this case, preparing to invest time, effort, and money with no guarantee of recovery”).

Moreover, the one-third share of the common fund in this case is “within the range of fees often awarded in common fund cases, both nationwide and in the Sixth Circuit.” *Fitzgerald v. P.L. Mktg., Inc.*, No. 2:17-cv-2251, 2020 U.S. Dist. LEXIS 25672, at *32 (W.D. Tenn. Feb. 13, 2020) (quoting *In re Se. Milk Antitrust Litig.*, No. 2:07-cv-208, 2012 WL 12875983, at *2 (E.D. Tenn. July 11, 2012)). This factor therefore supports the fee application.

E. This Settlement and the Attendant Fees Serves Societal Goals.

The resolution of class action litigation brings a benefit to class members, many of whom would not or could not bring individual claims, whether from lack of awareness of the existence of the claim, or because of the expense involved. *Andrews*, 2023 U.S. Dist. LEXIS 191571, at *21. In this case, class members are immigrants who may not be aware of their legal rights as employees in the United States and who likely would not have access to legal relief absent their membership in the class. Where Class Counsel bring complex class action litigation to a successful resolution, there is a benefit to society. *See Carmen II*, 2025 U.S. Dist. LEXIS 53761, at **44-45 (fee award encourages counsel to bring beneficial class actions, and taking into account that the fee “awards class counsel for pursuing difficult litigation on behalf of a

subgroup potentially unfamiliar with their rights”); *In re Cardizem CD Antitrust Litig.*, 218 F.R.D. 508, 534 (E.D. Mich. 2003); *Zilinsky v. Leaffilter N., LLC*, No. 2:20-cv-6229, 2023 U.S. Dist. LEXIS 54661, at *19 (S.D. Ohio Mar. 29, 2023) (societal benefits include deterrence). Class litigation also benefits the judicial system by conserving judicial resources. *Andrews*, 2023 U.S. Dist. LEXIS 191571, at *15; *Zilinsky*, 2023 U.S. Dist. LEXIS 54661, at *19. This factor favors approval.

Additionally, Plaintiff brings a collective claim under the Fair Labor Standards Act (“FLSA”). The FLSA is a remedial statute designed to protect workers; the FLSA was passed “with broad remedial intent” and is “humanitarian in purpose.” *FTS USA*, 860 F.3d at 387 (internal quotations omitted). Attorneys’ fees in a FLSA case “encourage the vindication of congressionally identified policies and rights.” *Fegley v. Higgins*, 19 F.3d 1126 at 1135 (6th Cir. 1994) (quoting *United Slate, Tile & Composition Roofers, Damp and Waterproof Workers Ass’n, Local 307 v. G & M Roofing and Sheet Metal Co.*, 732 F.2d 495 at 503 (6th Cir. 1984)).

An award of attorneys’ fees helps to ensure that relatively small claims can be heard. Denial of attorneys’ fees requests would disincentivize attorneys from taking on wage and hour class action litigation such as this one. *See id.* (in order to effectuate the purpose of the FLSA, substantial fees may be awarded even where damages are small). Accordingly, this factor weighs in favor of approval of Class Counsel’s requested attorneys’ fee award.

F. The Fees Here Are Appropriate in Light of the Magnitude and Complexities of the Litigation.

This case involves questions of fact and law that are novel and complex, and a class of approximately 218 nurses. This factor also weighs in favor of approval. *See, e.g., Francis v. Supreme Touch Home Health Servs. Corp.*, No. 2:19-cv-05019, 2021 U.S. Dist. LEXIS 181073, at *8 (S.D. Ohio Apr. 13, 2021) (benefits of settlement outweigh motions practice and jury trial

in a FLSA collective action). Among other things, depositions of all parties and key witnesses, document productions, and expert fees would significantly contribute to costs. *See Carmen II*, 2025 U.S. Dist. LEXIS 53761 at *46 (S.D. Ohio Mar. 24, 2025) (“*Carmen II*”) (approving over \$77,000 in costs in a similar nurse forced labor case that settled just prior to class certification expert disclosures). *See also Miracle v. Bullitt Cty.*, Ky., No. 05-cv-130, 2008 U.S. Dist. LEXIS 94217, at *10 (W.D. Ky. Nov. 19, 2008) (“Civil rights and class action litigation both involve complex issues of law and procedure,” thus class counsel’s “fee is reasonable.”); *Fifth Third Bank*, 2021 U.S. Dist. LEXIS 268033, at *22 (noting class counsel’s representation about the novelty of the case theory). In addition, “Wage and hour class and collective actions ... are inherently complex and time-consuming.” *Arp v. Hohla & Wyss Enters., LLP*, No. 3:18-cv-119, 2020 U.S. Dist. LEXIS 207512, at *11 (S.D. Ohio Nov. 5, 2020). This factor weighs in favor of approving Class Counsel’s proposed attorneys’ fees.

G. The professional skill and standing of counsel on both sides supports the fee request.

The skill and experience of the attorneys appointed as Class Counsel support class counsel’s request for fees. As described in the February 13, 2026 declaration of Hugh Baran submitted in support of Plaintiff’s motion for approval of class counsel, ECF No. 88-3, and in the declaration of Patricia Kakalec (¶¶ 15 through 17), Class Counsel here has significant experience with class litigation, particularly on behalf of immigrant workers. Several of the firms representing the Plaintiff here have also represented other nurses with similar legal claims. Kakalec Decl. ¶ 13; *see Miclat v. Advanced Care Staffing, LLC et al.*, No. 23-cv-5296 (NRM)(MMH) (S.D.N.Y.) and *Cruz v. Towne Nursing Staff, Inc.*, Case No. MON L 002021-26 (Superior Court of New Jersey, Monmouth County). *See also Carmen II*, 2025 U.S. Dist. LEXIS 53761, at *45 (class counsel’s experience in class action litigation supports fee request in

complex TVPA case). In addition, defense counsel are also experienced and skilled attorneys, further supporting approval. *Karpik*, 2021 U.S. Dist. LEXIS 38641, at *30 (noting “two large and well-respected law firms” as defense counsel).

For all of these reasons, fees should be approved.

III. Class Counsel is Entitled to Reimbursement of Reasonable Litigation Costs, and Settlement Administration Costs Should be Paid from the Settlement Fund

Class Counsel have incurred out-of-pocket expenses totaling \$7,150 in this case. Kakalec Decl., ¶ 18. These costs are for the case filing fee (\$405), the mediator fee of Elizabeth Callan (\$5330), *pro hac vice* application fees for out of state counsel (\$1400), and postage and other costs (\$15). *Id.* ¶ 19. All costs expended are recoverable under the statutes at issue here. 29 U.S.C. § 216(b) (FLSA); 18 U.S.C. § 1595(a) (TVPA); 18 U.S.C. § 1964(c) (Racketeer Influenced and Corrupt Organizations Act).

These costs were incidental and necessary to the representation of the Class, and as such are wholly reimbursable. *Karpik*, 2021 U.S. Dist. LEXIS 38641, at *30-31 (“Under the common fund doctrine, class counsel is entitled to reimbursement of all reasonable out-of-pocket litigation expenses and costs in the prosecution of claims, and in obtaining settlement, including [but not limited to] expenses incurred in connection with document productions, consulting with [and deposing] experts ..., travel and other litigation-related expenses”) (cleaned up).

Finally, approval of settlement administration expense, anticipated to be no more than \$12,000 (1.2% of the gross settlement amount), is proper considering the services provided or to be provided by the administration company, Atticus Administration. *See* Linton Decl. As described in the parties’ Settlement Agreement and in the declaration of Ms. Linton, the Settlement Administrator’s substantial duties include sending notice to class members, calculating taxes and issuing tax forms, maintaining a website, answering inquiries from class

members, and distributing settlement funds. Agmt. §§ 2.17; 5.1-5.9. The Administrator has undertaken these necessary activities conscientiously, and their expense should be approved.

CONCLUSION

For the reasons set forth above, Plaintiff respectfully requests that this Court approve Class Counsel’s fees and expenses, and the costs of the Settlement Administrator, in the amounts described above.

Dated: Brooklyn, NY
June 19, 2026

Respectfully Submitted,



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