UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION

RAPHYR LUBIN, *et al.*, **CASE NO.: 8:20-cv-01311-CEH-GDP**

Plaintiff,

v.

STARBUCKS CORPORATION,

Defendant.
_____/

PLAINTIFF'S UNOPPOSED MOTION FOR ATTORNEYS' FEES AND COSTS AND SUPPORTING MEMORANDUM OF LAW

Named Plaintiff, Raphyr Lubin ("Named Plaintiff"), on behalf of himself and the Settlement Class, pursuant to Fed. R. Civ. P. 23(h), hereby respectfully moves this Court for an Order awarding Class Counsel attorneys' fees and costs in the combined amount of $450,000.00, as provided in the Parties' Revised Class Action Settlement Agreement and Release (the "Agreement" or "Settlement"). Fed. R. Civ. P. 23(h). ECF No. 111-2 at ¶ 45. Starbucks does not oppose the relief sought in this Motion.

BRIEF SUMMARY

The Court's preliminary finding that the Settlement is "fair, reasonable, and adequate" is strongly supported by the Class Members' response to date. ECF No. 117 at ¶ 10. (Unkefer Decl. ¶¶ 8–9, Ex. A). As of October 27, 2026, American Legal Claim Services, LLC ("ALCS") reported no known objections and no exclusion requests. (Id. ¶¶ 8–9). ALCS mailed notice to 32,523 Class Members and reported 94.15% of mailed notices deemed delivered. (Unkefer Decl. ¶¶ 4–7, Ex. A). CAFA notice also went to the United States Attorney General and the Attorneys General of all 50 states, the District of Columbia, and five territories. (Unkefer Decl. ¶ 3 & internal Ex. A).

The settlement is an excellent result. Counsel secured $325,000.00 for the Class with no reversion to Starbucks, subject to final approval and effectiveness. ECF No. 111-2 at ¶¶ 25–26. After Court-approved administration costs, the net proceeds are divided equally among timely, valid claimants rather than returned to Starbucks. ECF No. 111-2 at ¶ 41. Starbucks pays approved attorneys' fees and litigation costs separately, preserving the Class fund for class relief. ECF No. 111-2 at ¶¶ 26, 45–46. If the 510 claims received by October 27 are the final timely, valid claims and the Court

approves the estimated $75,000.00 administration cost, the $250,000.00 net proceeds would provide approximately $490.20 per claimant. (Unkefer Decl. ¶ 12, Ex. A). ECF No. 111-2 at ¶¶ 36, 38. This Settlement would put substantially more money in participating Class Members' hands than the per-member recoveries in many, if not all, COBRA settlements approved by courts in this District.

For example, in *Taylor*, the $709,789.50 gross settlement fund represented $43.50 per class member before deductions ($709,789.50 ÷ 16,317), and this Court approved the settlement and its distribution. *Taylor v. Citizens Telecom Services Company, LLC*, No. 8:20-cv-509-CEH-CPT, 584 F. Supp. 3d 1101 (M.D. Fla. 2022); ECF No. 47-1 at 9–10, §§ III.B–D; ECF No. 65 at ¶¶ 12–13 (Feb. 8, 2022) (Honeywell, J.). *Taylor* also offered less favorable payment terms. It calculated payments using a fixed divisor of 16,317 and returned unclaimed money to the defendant. This Settlement does neither.

Other approved COBRA notice settlements in this District likewise reflected materially lower gross per-class-member recoveries. See, e.g., *Bacs v. Capital One Financial Corp.*, No. 8:21-cv-02852-TPB-TGW, ECF No. 65 at 6; ECF No. 83 at ¶¶ 8–9 (M.D. Fla. Aug. 18, 2023) ($17.89 gross per class member); *Vazquez v. Marriott Int'l, Inc.*, No. 8:17-cv-00116-MSS-MAP, ECF No. 125 at 13; ECF No. 127 at ¶¶ 1, 6 (M.D. Fla. Feb. 27, 2020) ($13.03 gross per class member); *Rigney v. Target Corp.*, No. 8:19-cv-01432-MSS-JSS, ECF No. 53 at 10; ECF No. 58 at ¶ 11 (M.D. Fla. Nov. 20, 2020) ($17.40 gross per class member); *Hicks v. Lockheed Martin Corp.*, No. 8:19-cv-00261-JSM-TGW, ECF No. 37 at 8-9; ECF No. 41 at ¶ 10 (M.D. Fla. Dec. 11, 2019) ($23.15

gross per class member). In this case, the estimated net payment to each Class Member who filed a claim is currently $490.20. That is an exceptional result.

Counsel earned this result through more than six years of hard-fought litigation against sophisticated defense counsel, a successful defense on appeal, and continued negotiations after two failed mediations. ECF Nos. 18, 33, 38, 71, 90; *see also Lubin v. Starbucks Corp.*, 122 F.4th 1314 (11th Cir. 2024). They seek less than their total lodestar, with litigation costs included in the request and no multiplier or enhancement. (Hill Decl. ¶ 19, Ex. B; Justice Decl. ¶ 10, Ex. E). That request is reasonable given the result because, "[w]here a plaintiff has obtained excellent results, his attorney should recover a fully compensatory fee." *Hensley v. Eckerhart*, 461 U.S. 424, 435–36 (1983).

I. BACKGROUND AND OVERVIEW OF MOTION.

A. Lubin Pursued Relief for People Who Received the Challenged COBRA Notice.

Lubin brought this class action against Starbucks over the COBRA notice provided to him and the putative Class. ECF No. 79 at ¶¶ 45–75. He alleges that the notice was deficient and seeks statutory penalties, injunctive relief, attorneys' fees, and costs. ECF No. 79 at 17–18 (Prayer for Relief). The governing regulation requires a notice written "in a manner calculated to be understood by the average plan participant." 29 C.F.R. § 2590.606-4(b)(4). Lubin alleges that Starbucks' notice failed to meet the applicable COBRA requirements. ECF No. 79 at ¶¶ 45–65. Starbucks disputes the allegations and denies liability. ECF No. 84 at 1; ECF No. 111-2 at ¶ 7.

B. Counsel Pursued the Class Claims Despite Starbucks' Defenses.

Starbucks contested the action from the outset. ECF No. 18 at 1. It denied wrongdoing and liability, maintained that its notice complied with the applicable requirements, and disputed class treatment except for settlement purposes. ECF No. 84 at 1; ECF No. 111-2 at ¶¶ 2, 7. Starbucks agreed to settle to avoid the uncertainty and expense of further litigation, without admitting liability. ECF No. 111-2 at ¶ 7.

C. Counsel Defeated Arbitration as to Lubin and Advanced the Case After Appeal.

More than six years have elapsed since this case began, and counsel had to overcome Starbucks' arbitration demand before pursuing the settlement now before the Court. ECF Nos. 1, 18. Ariel Torres filed the original Complaint on June 8, 2020. ECF No. 1. The Amended Complaint added current Named Plaintiff Raphyr Lubin on July 21, 2020. ECF No. 15. Starbucks moved to compel arbitration on August 4, 2020. ECF No. 18. After oral argument and supplemental briefing, counsel secured denial of the motion as to Lubin, though the Court granted it as to Torres. ECF Nos. 26-29, 33. Starbucks appealed the denial as to Lubin, and the case was stayed during the appeal. ECF Nos. 38, 45.

Counsel defended that ruling through extensive appellate briefing and oral argument in the Eleventh Circuit, which affirmed the denial of arbitration as to Lubin on December 16, 2024. *Lubin v. Starbucks Corp.*, 122 F.4th 1314 (11th Cir. 2024); ECF No. 49. On February 5, 2025, the Parties filed their Case Management Report and Starbucks filed a Motion to Dismiss. ECF Nos. 57, 58. The Parties then sought and

received multiple stays pending class-wide mediation during the summer of 2025. ECF Nos. 62-63, 65, 67, 69-70. The Parties filed an Amended Case Management Report on September 26, 2025, and Plaintiff filed the Second Amended Complaint on October 17, 2025. ECF Nos. 76, 79. Starbucks moved to dismiss that Complaint on October 31, 2025 and also moved to bifurcate discovery, and both motions were fully briefed. ECF Nos. 84-85, 88-89.

Lubin then served requests for production, interrogatories, and requests for admission, pursued third-party discovery directed to Starbucks' COBRA administrator, Alight Solutions, and served a Rule 30(b)(6) deposition notice. With the continued assistance of mediator Carlos J. Burruezo, the Parties subsequently reached an agreement. ECF No. 90, 91.

D. Counsel Turned Two Failed Mediations and Further Disputes into a Revised Settlement.

The Parties' first mediation, with Eleventh Circuit Court of Appeals mediator Beth Greenfield on July 16, 2021, ended in impasse. ECF No. 111-2 at ¶ 3. Their second mediation, with Carlos J. Burruezo on August 8, 2025, also ended in impasse. ECF No. 68, 71. Counsel kept negotiating with Mr. Burruezo's assistance over the next five months. (Hill Decl. ¶ 9, Ex. B). On January 20, 2026, Plaintiff notified the Court that the case had settled, and Mr. Burruezo filed a mediation report reflecting settlement. ECF Nos. 90, 91.

A later dispute over class size and the class period led to competing Motions for preliminary approval. ECF Nos. 97, 99. The Parties continued negotiating and

reached the revised Settlement Agreement that Plaintiff submitted with his Unopposed Amended Motion for Preliminary Approval on May 6, 2026. ECF No. 111. Counsel's persistence through the impasses and the later dispute produced the agreement now before the Court. (Hill Decl. ¶ 9, Ex. B).

E. Counsel Secured Preliminary Approval of a Settlement the Court Found Fair.

On July 8, 2026, the Court granted preliminary approval of the revised Settlement, certified the Settlement Class for settlement purposes, and appointed Luis A. Cabassa, Brandon J. Hill, Amanda E. Heystek, and Chad A. Justice as Class Counsel. ECF No. 117 at ¶¶ 5, 8. The Court found on a preliminary basis that the Settlement was "fair, reasonable, and adequate" and resulted from "arm's-length negotiations" with the assistance of a class action mediator. ECF No. 117 at ¶ 10. The Court set November 10, 2026 as the deadline for this Motion, December 2, 2026 as the deadline for claims, exclusions, and objections, and January 6, 2027 at 11:00 a.m. for the Final Approval Hearing, when it will consider the Motion. ECF No. 117 at ¶15-18.

II. OVERVIEW OF SETTLEMENT TERMS AND RELIEF.

A. The Settlement Extends Relief to the Defined Nationwide Class.

The Agreement defines the Settlement Class as follows:

> All participants not subject to Starbucks' Arbitration Agreement, and all beneficiaries in the Defendant's Welfare Benefits Plan, including the Health Plan and Vision Plan, in the United States who were sent a COBRA notice between July 21, 2016, through January 1, 2023, as a result of a qualifying event, as determined by Defendant and/or its third

party administrator and, who did not elect continuation coverage. ECF No. 111-2 at ¶ 14.

At preliminary approval, the Parties estimated that the Settlement Class included approximately 33,800 people. ALCS subsequently processed 32,765 records and merged duplicates for noticing purposes, resulting in a mailing population of 32,523 Settlement Class Members. (Unkefer Decl. ¶ 4, Ex. A).

B. The Settlement Preserves the Net Proceeds for Claimants and Provides Substantial Individual Relief.

The Settlement requires Starbucks to fund a non-reversionary Gross Settlement of $325,000.00, subject to final approval, and every timely, valid claimant will receive an equal share after Court-approved administration costs. ECF No. 111-2 at ¶¶ 25–26, 41. Starbucks must pay counsel's approved fees and litigation costs separately, leaving those charges out of the Class's recovery. Counsel protected the Class's recovery by making Starbucks pay those amounts on top of the class settlement. ECF No. 111-2 at ¶¶ 26, 45–46. After the check-negotiation and clearance periods, qualifying uncashed or undeliverable amounts go to Bay Area Legal Services, Inc., subject to Court approval, not back to Starbucks. ECF No. 111-2 at ¶ 43.

As set forth above, ALCS received 510 claims as of October 27. (Unkefer Decl. ¶ 12, Ex. A). If 510 is the final number of timely, valid claims and administration costs are approved at the estimated $75,000.00, the calculation is straightforward: $325,000.00 − $75,000.00 = $250,000.00, and $250,000.00 ÷ 510 = approximately $490.20 per claimant. ECF No. 111-2 at ¶¶ 36, 38. (Unkefer Decl. ¶ 12, Ex. A).

C. The Notice Program and the Class's Response Support the Request.

ALCS mailed the Court-approved Notice and Claim Form to 32,523 Settlement Class Members on October 2, 2026. As of October 27, ALCS reported that 94.15% of mailed notices were deemed delivered after address updating and follow-up on returned mail. It also maintained the settlement website and toll-free telephone line required by the notice program. (Unkefer Decl. ¶¶ 4–7, 10–11, Ex. A). CAFA notice was sent to the United States Attorney General and the Attorneys General of all 50 states, the District of Columbia, and the five listed territories. (*Id.* ¶ 3).

The reaction to date is overwhelmingly favorable. ALCS had received 510 claims by October 27 and reported no exclusion requests and no known objections. (Unkefer Decl. ¶¶ 8–9, 12, Ex. A). The response deadline remains December 2, so these are interim results. ECF No. 117 at ¶¶ 17, 18. What matters now is that Class Members received notice disclosing the $450,000 combined fee-and-cost request and, as of the administrator's declaration, no Class Member had objected to it. (Unkefer Decl., internal Ex. B, Ex. A). Hill has also personally fielded dozens of calls from Class Members with questions about the Settlement and claims process; every call to date has been supportive and positive. He expects hundreds more as the claims and distribution process continues. (Hill Decl. ¶¶ 21-22, Ex. B).

D. The Settlement Preserves the Class Recovery and Separately Provides for Fees and Costs.

The Agreement provides a $325,000 Gross Settlement for the Class and permits only Court-approved administration expenses to be deducted before distribution to

valid claimants. ECF No. 111-2 at ¶¶ 25–26, 41. The Agreement expressly provides that fees and costs "were not discussed until all other terms were reached." ECF No. 111-2 at ¶ 74. Attorneys' fees and litigation costs are paid separately by Starbucks and do not reduce the Gross Settlement or the amounts available for Class relief. ECF No. 111-2 at ¶¶ 26, 45–46. The requested award therefore does not alter the relief negotiated for the Class.

MEMORANDUM OF LAW

III. THE JOHNSON FACTORS AND THE LODESTAR CONFIRM THAT THE REQUESTED AWARD IS REASONABLE.

A. Legal Standard.

Rule 23(h) authorizes "reasonable attorney's fees and nontaxable costs that are authorized by law or by the parties' agreement." Fed. R. Civ. P. 23(h). The Agreement expressly authorizes this combined request and requires Starbucks to pay the amount approved by the Court. ECF No. 111-2 at ¶¶ 45–46. The Court therefore must determine a reasonable award for the work that produced this Settlement.

Johnson directs the Court to consider the work required, difficulty, skill, opportunity cost, customary fee, fee arrangement, time pressures, result, counsel's experience, litigation risk, client relationship, and comparable awards. *Johnson v. Ga. Highway Express, Inc.*, 488 F.2d 714, 717–19 (5th Cir. 1974). In this Circuit, those factors inform the reasonable hours and rates used in the lodestar. *Norman v. Hous. Auth. of Montgomery*, 836 F.2d 1292, 1299–1300 (11th Cir. 1988); *Bivins v. Wrap It Up, Inc.*, 548 F.3d 1348, 1352 (11th Cir. 2008). The lodestar then supplies an objective

check. *Hensley v. Eckerhart*, 461 U.S. 424, 433 (1983). Both strongly support granting this Motion.

B. The *Johnson* Factors Support the Requested Award.

1. Time and labor required.

This case demanded work for more than six years. Counsel defeated arbitration as to Lubin, defended that ruling on appeal, litigated after remand, pursued party and third-party discovery, prepared for two failed mediations, continued negotiating for five more months, resolved a later dispute over class scope, and completed the revised settlement and approval process. Hill Decl. ¶¶ 7–9, Ex. B. Counsel's contemporaneous records, summarized in their declarations, support an aggregate $539,000 lodestar after billing judgment. The allocation reflected in those declarations corresponds to 385.0 hours for Hill at $700 per hour, 153.0 hours for Cabassa at $775, 77.0 hours for Heystek at $700, and 161.7 hours for Justice at $600, approximately 776.7 hours in all. (Hill Decl. ¶¶ 12–19, Ex. B; Cabassa Decl. ¶¶ 11–14, Ex. C; Heystek Decl. ¶¶ 8–10, Ex. D; Justice Decl. ¶¶ 7–10, Ex. E). The requested $450,000 combined award is below that lodestar even before expenses are included.

The present lodestar also does not include the substantial work that remains if final approval is entered. Class Counsel will continue fielding Class Member questions, coordinating issuance of payments, addressing changed addresses and returned mail, helping locate members who have moved, and ensuring checks are re-mailed when appropriate. The Agreement itself requires address updating, prompt re-mailing to forwarding addresses, and reasonable efforts by the Administrator or Class

Counsel to obtain current addresses for returned payments. ECF No. 111-2 at ¶ 42. Class counsel expects this work, including the hundreds of additional Class Member calls he anticipates, to require significant additional time and resources beyond the current $539,000 lodestar. (Hill Decl. ¶¶ 21–22, Ex. B).

2. Novelty and difficulty of the questions.

The arbitration fight alone presented difficult federal and state-law issues and produced a published Eleventh Circuit opinion. Starbucks argued that Lubin should arbitrate even though he had not signed his wife's agreement, invoking the delegation clause, equitable estoppel, third-party-beneficiary principles, and a derivative-claim theory. The Eleventh Circuit rejected those grounds and affirmed the denial of arbitration because Lubin was enforcing his own statutory COBRA right. *Lubin v. Starbucks Corp.*, 122 F.4th 1314, 1319–24 (11th Cir. 2024). The litigation then returned to disputed standing, notice sufficiency, class treatment, discovery scope, and discretionary statutory penalties. ECF No. 79 at ¶¶ 45–80; ECF No. 84 at 1; ECF No. 85 at 1. These were not easy legal questions.

3. Skill required to perform the legal services properly.

The result reflects the required skill. Counsel kept Lubin's claim in court through an appeal, developed the class record after remand, and converted two failed mediations into a class-wide resolution. That work required appellate advocacy, ERISA and COBRA knowledge, class-action judgment, discovery strategy, and settlement skill. The Court has already found in Taylor that Cabassa and Hill were "well-versed in the law pertaining to COBRA notice cases on a class basis." *Taylor v.*

Citizens Telecom Servs. Co., LLC, 584 F. Supp. 3d 1101, 1103 (M.D. Fla. 2022); No. 8:20-cv-509-CEH-CPT, ECF No. 65 at 3, ¶ 5 (Feb. 8, 2022) (Honeywell, J.). The same specialized experience helped produce this result.

4. Preclusion of other employment.

The concentrated work required by a six-year class action, including an interlocutory appeal, motion practice, discovery, mediation, and settlement administration, displaced other work. (Hill Decl. ¶ 19, Ex. B; Cabassa Decl. ¶ 14, Ex. C). Counsel seek no separate premium for that opportunity cost.

5. Customary fee and reasonable market rates.

The requested hourly rates are $775 for Cabassa, $700 for Hill, $700 for Heystek, and $600 for Justice. (Hill Decl. ¶¶ 14–16, Ex. B; Justice Decl. ¶ 9, Ex. E). This Court approved $675 for Cabassa and $550 for Hill more than four years ago, finding those rates "consistent with fees awarded to Class Counsel in similar actions." *Lyttle v. Trulieve, Inc.*, No. 8:19-cv-02313-CEH-TGW, ECF No. 128 at 6, ¶ 12 (M.D. Fla. Sept. 16, 2022).

Recent Middle District authority confirms the same. In *Signature Flight Support LLC v. Cella*, the court found $675 per hour reasonable for lead counsel given his "vast and extensive experience in complex litigation." *Signature Flight Support LLC v. Cella*, No. 5:25-cv-00469-GAP-PRL, ECF No. 43 at 9 (M.D. Fla. Aug. 4, 2026), report and recommendation adopted, No. 5:25-cv-00469-GAP-PRL, ECF No. 44 at ¶ 1 (M.D. Fla. Aug. 20, 2026). A close recent comparator is *Stewart v. NextEra Energy, Inc.*, where

Cabassa, Hill, and Heystek submitted the identical rates requested here—$775, $700, and $700—and the court used counsel's submitted lodestar to cross-check its $2.24 million fee award, finding that both the requested one-third fee and the 28% fee ultimately awarded fell within the range of fee awards approved in this Circuit. Declaration of Brandon J. Hill ¶ 36, *Stewart v. NextEra Energy, Inc.*, No. 9:23-cv-81314-AMC, ECF No. 87-1 at ¶ 36 (S.D. Fla. Apr. 6, 2026); *Stewart v. NextEra Energy, Inc.*, No. 9:23-cv-81314-AMC, ECF No. 93 at 4 (S.D. Fla. Oct. 19, 2026).

Counsel's specialized experience also received direct judicial recognition in the Nova ERISA class action, where the court found that "[f]ew lawyers have the skill and wherewithal to see this case through against a sophisticated and well-funded Defendant and top-notch defense counsel, as Class Counsel did here." *Rzepkoski v. Nova Southeastern University*, No. 0:22-cv-61147-WPD, ECF No. 109 at 11 (S.D. Fla. May 28, 2025), report and recommendation adopted, ECF No. 111 at ¶ 1 (S.D. Fla. June 3, 2025). These concrete benchmarks, together with counsel's additional experience gained over the more than four years since *Lyttle*, and the specialized appellate and class work performed here, support the requested rates. (Hill Decl. ¶¶ 14–16, Ex. B; Justice Decl. ¶ 9, Ex. E).

6. <u>Whether the fee is fixed or contingent.</u>

Counsel had no guaranteed payment while they litigated through arbitration, appeal, remand, discovery, and two failed mediations. Any payment under the Settlement remained subject to agreement and Court approval. ECF No. 111-2 at ¶ 45. Counsel seek no contingency multiplier.

7. Time limitations imposed by the circumstances.

The case imposed recurring appellate, motion, discovery, mediation, approval, notice, and fee deadlines. Counsel met them. This factor too supports the request.

8. Amount involved and results obtained.

This is one of the strongest factors. Counsel obtained a $325,000 non-reversionary settlement for the Class. Attorneys' fees and litigation costs do not reduce that amount. Only Court-approved administration expenses are deducted before distribution, and the net proceeds are divided equally among timely, valid claimants. ECF No. 111-2 at ¶¶ 25–26, 41. Qualifying residual amounts go to Bay Area Legal Services, subject to approval, rather than back to Starbucks. ECF No. 111-2 at ¶ 43. At the October 27 claims level, if 510 is the final number of timely, valid claims and the Court approves the estimated $75,000 administration cost, each claimant would receive approximately $490.20. (Unkefer Decl. ¶ 12, Ex. A).

The closest comparison is *Taylor*, because it was a COBRA notice settlement approved by this Court with Cabassa and Hill as Class Counsel. There, the $709,789.50 gross fund represented $43.50 per class member before deductions ($709,789.50 ÷ 16,317); the settlement used 16,317 as a fixed divisor, and unclaimed amounts reverted to the defendant. *Taylor*, 584 F. Supp. 3d 1101; ECF No. 47-1 at 9–10, §§ III.B–E; ECF No. 65 at ¶¶ 12–13. The current Settlement does better for participating claimants: it divides the net fund by the valid claims actually made and prevents reversion. ECF No. 111-2 at ¶¶ 38, 41, 43. The current projected payment is

conditional, not final, but the structure and interim result show the value counsel created. *Hensley* teaches that "the result is what matters." 461 U.S. at 435.

Additionally, as set forth previously, even the higher gross per-class-member figures in other COBRA notice class settlements approved in this District are far below the conditional net estimate here. See, e.g., *Bacs v. Capital One Financial Corp.*, No. 8:21-cv-02852-TPB-TGW, ECF No. 65 at 6; ECF No. 83 at ¶¶ 8–9 (M.D. Fla. Aug. 18, 2023) ($17.89 gross); *Vazquez v. Marriott Int'l, Inc.*, No. 8:17-cv-00116-MSS-MAP, ECF No. 125 at 13; ECF No. 127 at ¶¶ 1, 6 (M.D. Fla. Feb. 27, 2020) ($13.03 gross); *Rigney v. Target Corp.*, No. 8:19-cv-01432-MSS-JSS, ECF No. 53 at 10; ECF No. 58 at ¶ 11 (M.D. Fla. Nov. 20, 2020) ($17.40 gross); *Hicks v. Lockheed Martin Corp.*, No. 8:19-cv-00261-JSM-TGW, ECF No. 37 at 8; ECF No. 41 at ¶ 10 (M.D. Fla. Dec. 11, 2019) ($23.15 gross).

9. Experience, reputation, and ability of the attorneys.

Cabassa has practiced since 1995 and is Board Certified in Labor and Employment Law. Hill has practiced since 2007 and has extensive federal class experience, including COBRA cases. Heystek has practiced since 2000, and Justice since 2016, each with substantial federal litigation experience. (Cabassa Decl. ¶¶ 2–7, Ex. C; Hill Decl. ¶¶ 2–6, Ex. B; Heystek Decl. ¶¶ 2–7, Ex. D; Justice Decl. ¶¶ 2–5, Ex. E). This Court appointed all four as Class Counsel here, ECF No. 117 at ¶ 8, and previously found Cabassa and Hill well versed in COBRA class litigation. *Taylor*, 584 F. Supp. 3d at 1103; ECF No. 65 at ¶ 5. Counsel have extensive federal court, ERISA,

and class action experience. This factor weighs heavily in support of granting this motion.

10. Undesirability and litigation risk.

Counsel accepted substantial risk. Starbucks sought to send Lubin to arbitration and pursued an expensive and time-consuming appeal. ECF No. 18 at 1; ECF No. 38 at 1. After remand, Starbucks again sought dismissal and challenged how discovery should proceed. Statutory penalties are discretionary, and class certification remained contested outside settlement. 29 U.S.C. § 1132(c)(1). Two mediations failed. Counsel nevertheless stayed with the case and secured class-wide cash relief now rather than requiring the Class to prevail at every remaining stage.

11. Nature and length of the professional relationship.

Counsel have represented Lubin and the now preliminarily certified Class since July 2020 through arbitration, appeal, remand, discovery, mediation, settlement, preliminary approval, and notice. That continuity gave counsel the developed factual and legal knowledge needed to evaluate and negotiate the Settlement.

12. Awards in similar cases.

Lodestar awards in substantial Middle District class litigation confirm that the $450,000 combined request is reasonable. In *Sos v. State Farm Mutual Automobile Insurance Co.*, a certified class action litigated for seven years through class certification, summary judgment, extensive fee proceedings, an Eleventh Circuit appeal, and remand, the court approved 2,791.6 compensable hours and a $1,197,096 lodestar before any multiplier. No. 6:17-cv-00890-PGB-LHP, 2024 WL 2152154, ECF No. 282

at 17 (M.D. Fla. May 13, 2024). The court ultimately awarded $2,394,192 in attorneys' fees. ECF No. 282 at 18.

Likewise, in *Holman v. Student Loan Xpress, Inc.*, a Rule 23 class settlement in this District, counsel devoted 5,704.95 hours to the litigation, producing a $1,841,477.35 lodestar. 778 F. Supp. 2d 1306, 1312 (M.D. Fla. 2011). The court ultimately awarded $3,259,414.91 in attorneys' fees. *Id.* at 1314–15. In doing so, the court recognized that counsel had devoted "almost 6,000 hours over two years" to the class litigation. *Id.* at 1314.

Reeves v. Zealandia Holding Co., Inc. provides an even closer numerical comparison. That Rule 23 class action had been pending nearly three and a half years, including more than two years of mediation and settlement negotiations. Class counsel reported approximately 1,511 hours and $478,322.50 in fees. No. 6:13-cv-00597-JA-TBS, 2016 WL 11468589, ECF No. 162 at 16, 22 (M.D. Fla. Aug. 1, 2016). The district court adopted the fee recommendation, found counsel's requested fees and expenses "fair and reasonable," and awarded $420,000 in attorneys' fees and costs. 2016 WL 6246350, ECF No. 166 at ¶ 4 (M.D. Fla. Oct. 25, 2016).

The work here equally time consuming and exhaustive. This case has lasted more than six years. Counsel defeated arbitration as to Lubin, successfully defended that ruling in the Eleventh Circuit, resumed contested litigation after remand, pursued party and third-party discovery, participated in two unsuccessful mediations, continued negotiating for months afterward, resolved a later dispute over class scope, and carried the Settlement through preliminary approval and notice. Against the

lodestar awards approved in comparable class litigation in this District, the requested $450,000 combined award, which is below counsel's reported $539,000 lodestar before expenses, is well within the range of reasonable awards.

C. The Lodestar Independently Confirms the Reasonableness of the Combined Award.

The lodestar confirms the Johnson analysis. WFC's contemporaneous records support $441,980 and JLA's records support $97,020, for a $539,000 total after billing judgment. The timekeeper allocation is as follows: Cabassa, 153 hours at $775 ($118,580); Hill, 385.0 hours at $700 ($269,500); Heystek, 77.0 hours at $700 ($53,900); and Justice, 161.7 hours at $600 ($97,020). (Hill Decl. ¶¶ 12–19, Ex. B; Cabassa Decl. ¶¶ 11–14, Ex. C; Heystek Decl. ¶¶ 8–10, Ex. D; Justice Decl. ¶¶ 7–10, Ex. E). Counsel seek only $450,000 total for fees and documented expenses, below the $539,000 fee lodestar before any expenses are added. ECF No. 111-2 at ¶ 45. They seek no multiplier or enhancement. (Hill Decl. ¶ 13, Ex. B; Justice Decl. ¶¶ 8, 10, Ex. E). *Hensley* instructs that excellent results ordinarily warrant a fully compensatory fee. 461 U.S. at 435–36. Both the lodestar and the excellent results achieved warrant granting this Motion.

D. The Amount Requested is Inclusive of Costs.

Class Counsel also incurred costs in this litigation which is included in the combined amount of $450,000 requested. ECF No. 111-2 at ¶ 45. Class counsel expended $2,291.15 on behalf of WFC and $1,241.15 on behalf of JLA for a total of $3,532.30 in litigation expenses. JLA's costs include processing fees ($36.15) and

mediation costs ($1,205.00). (Justice Decl. ¶ 10, Ex. E). WFC's costs include filing fees ($225.00) and mediation costs ($2,066.15). (Hill Decl. ¶ 10, Ex. B). All of the costs are reasonable and were necessary to the prosecution of this case. *See James v. JPMorgan Chase Bank, N.A.,* 8:15-cv-2424-T-23JSS, 2017 WL 2472499, at *2 (M.D. Fla. June 5, 2017) (approving recovery of mediation, travel, and other expenses incurred in connection with the matter).

WHEREFORE, Plaintiff respectfully requests that the Court grant this Unopposed Motion and award Class Counsel a combined $450,000 in attorneys' fees and litigation expenses. A proposed order is attached as Exhibit F.

LOCAL RULE 3.01(g) CERTIFICATE

Pursuant to Local Rule 3.01(g), counsel for Plaintiff certifies that he conferred with counsel for Starbucks in a good-faith effort to resolve the relief requested in this Motion. Starbucks does not oppose the relief sought in this Motion, as indicated in the Settlement Agreement.

DATED this 10th day of November, 2026.

Respectfully submitted,

/s/ Brandon J. Hill
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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 10th day of November, 2026, the foregoing was electronically filed with the Clerk of the Court via the CM/ECF system, which will send a notice of electronic filing to all counsel of record.

/s/ Brandon J. Hill
BRANDON J. HILL