

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA

FEDERICO CABRALES, individually
and on behalf of others similarly situated,

Plaintiff,

v.

BAE SYSTEMS SAN DIEGO SHIP
REPAIR, INC., a California corporation;
and DOES 1 through 50, inclusive,

Defendant.

Case No.: 21-cv-02122-AJB-DDL

ORDER:

**(1) GRANTING PLAINTIFFS’
MOTION FOR FINAL APPROVAL OF
CLASS ACTION AND PAGA
SETTLEMENT;**

**(2) GRANTING PLAINTIFFS’
MOTION FOR ATTORNEYS’ FEES**

(Doc. Nos. 185; 186)

Before the Court is a motion for final approval of class action and PAGA settlement (Doc. No. 185) and a motion for award of attorneys’ fees, costs, and class representative service payment (Doc. No. 186), both filed by Plaintiffs Federico Cabrales and Tychicus Stanislas (“Plaintiffs” or “Class Representatives”). Defendant BAE Systems San Diego Ship Repair, LLC’s (“Defendant” or “BAE”) did not file an opposition to either motion. To date, no objections have been filed or otherwise brought to the Court’s attention. (See Doc. Nos. 185-1 at 19; 191 at 4; see Docket *generally*.) For the reasons set forth below, the

1 Court **GRANTS** Plaintiffs’ motion for final approval and **GRANTS** Plaintiffs’ motion for
2 attorneys’ fees, costs, and Plaintiffs’ service payment.

3 **I. BACKGROUND**

4 **A. Procedural Background**

5 On October 26, 2021, Plaintiffs filed a putative class action complaint against
6 Defendant in the Superior Court of California, County of San Diego, which Defendant
7 removed to this Court on December 23, 2021, pursuant to 28 U.S.C. §§ 1331, 1441(a), and
8 1442(a)(1). (Doc. No. 1.) In their operative complaint, Plaintiffs allege claims under the
9 Fair Labor Standards Act, 29 U.S.C. § 201, *et seq.* (“FLSA”), the California Private
10 Attorneys’ General Act, California Labor Code § 2698, *et seq.* (“PAGA”), and other
11 California state labor laws on behalf of themselves and other employees of Defendant.
12 (Second Amended Complaint (“SAC”), Doc. No. 21.) Specifically, Plaintiffs bring claims
13 for: (1) unpaid meal period premiums; (2) unpaid rest period premiums; (3) unpaid
14 overtime; (4) unpaid minimum wages; (5) final wages not timely paid; (6) failure to
15 provide accurate wage statements; (7) failure to reimburse expenses; (8) violation of
16 California Business and Professions Code § 17200, *et seq.*, (“UCL”); and (9) failure to pay
17 straight and overtime compensation. (*Id.*)

18 On December 30, 2021, Defendant filed its first motion to dismiss Plaintiffs’
19 Complaint. (Doc. No. 6.) On January 20, 2022, Plaintiffs filed the First Amended
20 Complaint (“FAC”), thereby mooted the motion to dismiss. (Doc. No. 9.) Thereafter, on
21 February 24, 2022, Defendant filed a motion to dismiss the FAC and to strike Plaintiffs’
22 class and collective allegations. (Doc. No. 13.) The Court granted in part and denied in part
23 the motion to dismiss and denied the motion to strike. (Doc. No. 20.) On August 12, 2022,
24 Plaintiffs filed the operative SAC. (Doc. No. 21). On January 4, 2023, the Court granted
25 the parties’ joint motion to dismiss Named Plaintiff Steve Whidbee, (Doc. No. 36), and on
26 June 28, 2023, the Court granted in part Defendant’s motion to dismiss Named Plaintiff
27 Tony Fuga with prejudice, (Doc. No. 101).

28 On July 26, 2023, Plaintiffs filed a motion to certify class, (Doc. No. 113), and on

1 September 1, 2023, Defendant filed a motion for partial summary judgment, (Doc. No.
2 126). On December 6, 2023, the Court granted in part and denied in part Defendant's
3 motion for partial summary judgment, and granted in part and denied in part Plaintiffs'
4 motion for class certification. (Doc. No. 142.) Specifically, the Court granted summary
5 judgment as to Plaintiffs' state law claims as they applied to 32nd Street and North Island
6 due to the federal enclave doctrine, and as to Plaintiff Stanislas' FLSA claim, and denied
7 summary judgment of Plaintiffs' collective FLSA claim. (*Id.* at 17.) The Court also granted
8 certification of the following subclasses: (1) Minimum Wage Security Subclass;
9 (2) Overtime Security Subclass; (3) Rounding Minimum Wage Subclass; (4) Rounding
10 Overtime Subclass; (5) Overtime Regular Rate of Pay Subclass; (6) Meal Break Subclass
11 (to the extent it is based upon whether Defendant provided late first meal breaks);
12 (7) Second Meal Break Subclass (to the extent it is based upon whether Defendant denied
13 second meal breaks altogether); and (8) Wage Statement Subclass. (*Id.* at 40.) The Court
14 denied class certification with leave to amend as to the following: (1) Meal Break Subclass
15 (to the extent it is based upon whether Defendant failed to provide employees with full
16 meal breaks due to time spent walking to and from break areas, U.S. Navy checks,
17 donning/doffing, and tending to equipment); (2) Rest Break Subclass (to the extent it is
18 based upon whether Defendant failed to provide employees with full rest breaks due to
19 time spent walking to and from break areas, U.S. Navy checks, donning/doffing, and
20 tending to equipment); (3) Reimbursement Cellphone Subclass; and (4) Reimbursement
21 Personal Protective Gear and Tools/Equipment Subclass. (*Id.* at 41.)

22 On November 17, 2023, Defendant mailed out a packet to putative class members
23 containing a cover letter, a copy of the SAC, Plaintiffs' notice to the Labor and Workforce
24 Development Agency ("LWDA"), a Release of Claims, Frequently Asked Questions, a
25 self-addressed stamped envelope, and a settlement check (together, the "Direct Settlement
26 Campaign"). (Doc. No. 145 at 2.) On December 5, 2023, Plaintiffs filed an *ex parte*
27 application for an order (1) prohibiting Defendant from further communications with
28 putative class members regarding the claims at issue in the case, and (2) requiring

1 Defendant to provide Plaintiffs’ counsel with the identity and contact information for all
2 putative class members to whom Defendant sent settlement communications and who had
3 purportedly released their claims by signing the settlement check and/or release. (Doc. No.
4 141.) On December 12, 2023, the Court granted in part and denied in part the *ex parte*
5 application. (Doc. No. 145.) Specifically, the Court found moot Plaintiffs’ first request to
6 prevent Defendant from further communications with putative class members, as the Court
7 by then had granted the motion to certify class. (*Id.* at 7–8.) Moreover, the Court granted
8 the *ex parte* application as to Plaintiffs’ second request for the identity and contact
9 information for the putative class members contacted by Defendant. (*Id.* at 8.) On
10 January 24, 2024, a third-party administrator mailed the corrective letter to class members
11 who were sent the Direct Settlement Campaign. (Declaration of Matthew Matern (“Matern
12 Decl.”), Doc. No. 179-4, ¶ 14.)

13 Defendant paid a total gross amount of \$1,502,955.87 in individual settlement
14 payments through the Direct Settlement Campaign. (*Id.* ¶ 15; Declaration of Gillian
15 McCreedy, Doc. No. 179-7, ¶ 3.) Approximately 1,379 individuals who were sent the
16 Direct Settlement Campaign cashed the settlement check and/or signed a release of the
17 claims at issue in this action, for an estimated average payment of \$1,089.89 per Settlement
18 Class Member. (Matern Decl. ¶¶ 16–17.)

19 **B. Settlement Negotiations**

20 On December 1, 2022, the Parties attended an Early Neutral Evaluation (“ENE”)
21 conference, which was unsuccessful. The Parties also attended an unsuccessful private
22 mediation with Jeffrey Krivis on December 23, 2022.

23 After the Court granted class certification, the Parties attended private mediation
24 with Hunter Hughes on February 16, 2024. After the mediation, on February 19, 2024, Mr.
25 Hughes made a mediator’s proposal outlining the material terms of a proposed class action
26 settlement. The Parties did not accept the proposal but continued to negotiate the terms of
27 a proposed Memorandum of Understanding (“MOU”). On March 11, 2024, the Parties
28 fully executed the MOU, which called for the parties to enter into a long-form settlement

1 agreement. On October 21, 2024, the Parties fully executed the Settlement. The same day,
2 Plaintiffs' counsel submitted the Settlement to the LWDA, pursuant to Labor Code
3 § 2699(s)(2).

4 **C. Settlement Agreement and Preliminary Approval**

5 On October 21, 2024, Plaintiffs filed a motion for preliminary approval of the class
6 action and PAGA settlement (Doc. No. 179), which Defendant did not oppose. The Court
7 granted Plaintiffs' motion and entered the order granting preliminary approval (the
8 "Preliminary Approval Order"), which *inter alia* approved the Notice in form and content,
9 appointed Phoenix Settlement Administrators ("PSA") as Settlement Administrator, set
10 administrative dates, conditionally certified the class and remaining claims for failure to
11 provide meal and rest periods and failure to reimburse necessary expenditures, and
12 tentatively approved the Settlement. (Doc. No. 181.)

13 On May 1, 2025, Plaintiffs filed the instant motions for final approval and for award
14 of attorneys' fees, expenses, and Plaintiffs' service payment. (Doc. Nos. 185; 186.) In
15 support of the motion for final approval, Plaintiffs filed two declarations from each of the
16 Class Representatives, (Doc. No. 185-2, "Cabrales Decl."; Doc. No. 185-3, "Stanislas
17 Decl."), a declaration by Plaintiffs' counsel, Matthew W. Gordon (Doc. No. 185-4,
18 "Gordon Decl."), and a declaration from the Settlement Administrator, Mayra J. Gonzalez
19 (Doc. No. 185-7, "May 1, 2025, Gonzalez Decl."). Gonzalez submitted true and correct
20 copies of the mailed notice, the Class Action Fairness Act (CAFA) notice, and PSA's
21 invoice as exhibits to her declaration. (See Doc. Nos. 185-8; 185-9; 185-10.)

22 In support of Plaintiffs' fees motion, Plaintiffs submitted a declaration by Matthew
23 J. Matern of Matern Law Group ("MLG") (Doc. No. 186-2, "MLG Decl."), a declaration
24 by Michael Rubin (Doc. No. 186-17, "Rubin Decl."), and additional documentation
25 including itemized time entries (Doc. Nos. 186-9; 186-10), attorney costs (Doc. Nos. 186-
26 11; 186-12), and billing invoices corresponding to the costs incurred (Doc. No. 186-13.)
27 Both Class Representatives also filed declarations in support of Plaintiffs' requested
28

1 service payments. (See Doc. No. 186-15, “Cabrales” Decl. ISO Service Payment”; Doc.
2 No. 186-16, “Stanislas Decl. ISO Service Payment.”)

3 On May 14, 2025, Mayra J. Gonzalez, signed an additional declaration detailing the
4 PSA’s progress to date with notice and claims administration. (See Doc. No. 188, “May
5 14, 2025, Gonzalez Decl.”) The first May 1, 2025, Gonzalez Declaration reported zero
6 returned notices, zero requests for exclusion, zero notices of objection, and one Workweek
7 dispute, which was later resolved. (May 1, 2025, Gonzalez Decl. ¶¶ 7–10.) The subsequent
8 May 14, 2025, Gonzalez Declaration states that PSA received a timely and valid Request
9 for Exclusion postmarked April 17, 2025. (May 14, 2025, Gonzalez Decl. ¶ 2.) As of the
10 date of the May 14, 2025, Gonzalez Declaration, 2,435 Settlement Class Members did not
11 submit timely and valid Requests for Exclusion. (*Id.* ¶ 3.) After subtracting the 1,274
12 Settlement Class Members with zero Workweeks in the Class Period, there remain 1,162
13 Participating Settlement Class Members. (*Id.*) Collectively, those 1,162 Participating
14 Settlement Class Members worked a total of 67,946 Workweeks during the Class Period.
15 (*Id.*) The May 14, 2025, Gonzalez Declaration does not comment on any other known
16 objections, returned notices, or disputes. (*See id.*)

17 On July 24, 2025, the Court held hearings on both motions. No objectors appeared.
18 To date, the Court has not been made aware of any objections. (See Doc. No. 191 at 4.)

19 **II. SETTLEMENT AGREEMENT**

20 Plaintiffs and Defendant have executed a Joint Stipulation of Class Action
21 Settlement (“Settlement Agreement” or “Settlement”). (Settlement, Doc. No. 185-6.) The
22 primary terms of Settlement are provided below.

23 **A. Settlement Class Members**

24 “Settlement Class Members” means (1) all current and former California based non-
25 exempt employees of BAE who worked at least one Workweek during the Class Period,
26 (2) all current and former California based non-exempt employees of Acro Service
27 Corporation (“Acro”) who were placed to work at BAE for at least one Workweek during
28 the Class Period, and (3) all current and former California based non-exempt employees of

1 NSC Technologies, LLC (“NSC”) who were placed to work at BAE for at least one
2 Workweek between August 9, 2021 and the end of the Class Period. (Settlement ¶ 34.)
3 “Class Period” means the period from October 26, 2017, through June 1, 2024.¹ (*Id.* ¶ 6.)

4 “Participating Settlement Class Members” means all Settlement Class Members who
5 (1) did not submit a timely and valid Request for Exclusion and (2) did not previously settle
6 the alleged claims at issue in the Action through an individual settlement agreement with
7 Defendant BAE, including but not limited to through the November 17, 2023 Direct
8 Settlement Campaign. (*Id.* ¶ 23.)

9 There are 2,436 Settlement Class Members through the end of the Class Period,
10 including 1,274 Settlement Class Members who participated in the Direct Settlement
11 Campaign or otherwise directly settled the claims at issue in the lawsuit.² (Gordon Decl.
12 ¶ 19; May 1, 2025, Gonzalez Decl. ¶ 3.) There are 1,162 Participating Settlement Class
13 Members who worked a total of 67,946 Workweeks during the Class Period. (May 1, 2025,
14 Gonzalez Decl. ¶ 11.) Those Settlement Class Members who previously settled the claims
15 at issue in the action will not be eligible to receive an additional Individual Settlement
16 Payment as part of this Settlement, but they will remain eligible for an Individual FLSA
17 Payment and an Individual PAGA Payment, if they qualify for those payments.³
18
19

20 ¹ The Class Period for employees placed to work at BAE by NSC starts on August 9, 2021, because
21 of a prior settlement involving NSC employees in *Thompson v. NSC Technologies, LLC*, Case No. 3:20-
22 cv-00371-JLS(MSB), which released claims through August 8, 2021. (Settlement ¶ 34.)

23 ² In Plaintiffs’ Motion for Preliminary Approval, Plaintiffs originally estimated that 2,582
24 Settlement Class Members existed and that 1,379 Settlement Class Members with zero class Workweeks
25 participated in the November 17, 2023, Direct Settlement Campaign. However, after the Class List was
26 provided to the Settlement Administrator, BAE’s counsel informed Plaintiffs’ counsel that some of the
27 Settlement Class Members had been double counted if they worked at BAE through a staffing company
28 during the Class Period and later were directly hired by BAE. (Doc. No. 185-1 at 13; *see also* May 1,
2025, Gonzalez Decl. ¶ 3.) Upon accounting for this “double counting,” the Settlement Administrator
reports that there exist 2,436 Settlement Class Members and 1,274 individuals with zero class Workweeks
who participated in the November 17, 2023, Direct Settlement Campaign.

³ The scope of the release entered into by Settlement Class Members who accepted an individual
settlement with Defendant through the Direct Settlement Campaign excluded claims under PAGA and the
FLSA. (*See* Doc. No. 141-3 at 3.)

1 (Settlement ¶¶ 10, 20, 44-45.)

2 **B. FLSA Collective Members**

3 “FLSA Collective Members” means (1) all current and former California based non-
4 exempt employees of BAE who worked at least one Workweek during the FLSA Period,
5 (2) all current and former California based non-exempt employees of Acro who were
6 placed to work at BAE for at least one Workweek during the FLSA Period, and (3) all
7 current and former California based non-exempt employees of NSC who were placed to
8 work at BAE for at least one Workweek between August 9, 2021 and the end of the FLSA
9 Period. (*Id.* ¶ 10.) “FLSA Period” means the period from January 20, 2019, through June
10 1, 2024. (*Id.* ¶ 12.) The definition of “FLSA Collective Members” includes those
11 individuals who previously entered into an individual settlement agreement with Defendant
12 through the Direct Settlement Campaign. (*Id.* ¶ 10.) There are 2,158 FLSA Collective
13 Members who worked a total of 202,511 FLSA Workweeks during the FLSA Period. (May
14 1, 2025, Gonzalez Decl. ¶ 15.)

15 **C. PAGA Members**

16 “PAGA Members” means (1) all current and former California based non-exempt
17 employees of BAE who worked at least one Workweek during the PAGA Period, (2) all
18 current and former California based non-exempt employees of Acro who were placed to
19 work at BAE for at least one Workweek during the PAGA Period, and (3) all current and
20 former California based non-exempt employees of NSC who were placed to work at BAE
21 for at least one Workweek between August 9, 2021 and the end of the PAGA Period.
22 (Settlement ¶ 20.) “PAGA Period” means the period from November 16, 2020, through
23 June 1, 2024. (*Id.* ¶ 21.)

24 “PAGA Members” includes those individuals who previously entered into an
25 individual settlement agreement with Defendant through the Direct Settlement Campaign.
26 (*Id.* ¶ 48.) PAGA Members who submit a timely and valid Request for Exclusion will
27 nevertheless be entitled to an Individual PAGA Payment and remain subject to the release
28 of PAGA claims. (*Id.* ¶ 61.) Plaintiffs proffer that there are 2,025 PAGA Members who

worked a total of 151,951 weeks during the Class Period. (March 1, 2025, Gonzalez Decl. ¶ 14.)

D. Settlement Terms

- Defendant BAE will pay a non-reversionary Maximum Settlement Amount of \$6,364,467.87, which includes \$4,500,000.00 in new funds, plus:
 - The gross amount of \$1,502,955.87, which Defendant BAE previously paid to Settlement Class Members through the Direct Settlement Campaign (“Direct Settlement Amount”); and
 - The gross amount of \$361,512.00, which Defendant paid to Settlement Class Members through retroactive “true-up” payments issued on March 16, 2023 for unpaid meal and rest period premiums (“Retroactive Payment Amount”).⁴ (Settlement ¶ 16.)
- Defendant BAE shall receive a credit for the Direct Settlement Amount and the Retroactive Payment Amount such that the total amount of additional funds Defendant will be required to pay in connection with the Settlement is \$4,500,000, plus the employer’s portion of payroll taxes of that sum as allocated to wages for Settlement Class Members and FLSA Collective Members. (*Id.*)
- The Net Settlement Amount is the amount remaining from the Maximum Settlement Amount after applying the credit Defendant BAE has already paid to Settlement Class Members for the Direct Settlement Amount and the Retroactive Payment Amount and deducting the Class Representative Enhancement Payments, the Class Counsel Award, the Settlement Administration Costs, the FLSA Amount, and the LWDA Payment. (*Id.* ¶ 17.) The entire Net Settlement Amount will be distributed to Participating Settlement Class Members with no reversion. (*Id.*)

⁴ On March 16, 2023, Defendant issued “true-up” payments to Settlement Class Members in the aggregate gross amount of \$361,512.00 for underpaid meal and rest period premiums. (Gordon Decl. ¶ 18.)

- 1 • The Maximum Settlement Amount will be allocated as follows. In addition to the
2 Individual Settlement Payments to Participating Class Members, the Net Settlement
3 Amount will be used to pay:
 - 4 1. Individual Settlement Payments: The Net Settlement Amount will be
5 distributed to each Participating Settlement Class Member on a pro rata basis
6 according to the number of Workweeks he or she worked for Defendant BAE
7 (or, if an employee of a staffing company, the number off Workweeks that
8 person was placed to work at BAE) during the Class Period (*Id.* ¶ 43);
 - 9 2. Individual FLSA Payments: The FLSA Amount (\$15,000) will be divided
10 among FLSA Collective Members on a *pro rata* basis according to the number
11 of Workweeks they worked for BAE during the FLSA Period (*id.* ¶¶ 11, 45);
 - 12 3. LWDA Payment and Individual PAGA Payments: \$100,000 of the Maximum
13 Settlement Amount will be allocated to the resolution of PAGA Members'
14 claims as the LWDA Payment. Pursuant to PAGA, \$75,000 of the LWDA
15 Payment will be paid to the LWDA, and \$25,000 will be divided among
16 PAGA Members on a *pro rata* basis according to the number of Workweeks
17 they worked for BAE during the PAGA Period (*id.* ¶¶ 11, 44);
 - 18 4. Class Representative Enhancement Payment: Plaintiffs Cabrales and Stanislas
19 will each be paid a Class Representative Enhancement Payment not to exceed
20 \$20,000 (totaling \$40,000.00) (*id.* ¶ 40);
 - 21 5. Class Counsel's Fees: Plaintiffs will seek attorneys' fees in a separate
22 application prior to final approval in an amount up to one-third of the
23 Maximum Settlement Amount, including the Direct Settlement Amount and
24 the Retroactive Payment Amount, in the amount of \$2,121,489.29, plus
25 litigation expenses not to exceed \$200,000 (*id.* ¶ 39);
 - 26 6. Settlement Administration Costs: Paid from the Maximum Settlement
27 Amount, the Settlement Administrator will be paid in an amount not to exceed
28 \$35,000 (*id.* ¶ 41).

1 **E. Releases**

2 In exchange for Defendant's \$4,500,000 payment of the Maximum Settlement
3 Amount, Participating Settlement Class Members will release and discharge the Released
4 Parties from the following claims against Defendant:

5 [A]ny and all wage-and-hour claims, rights, demands, liabilities and causes of
6 action of every nature and description, whether known or unknown, that arise
7 out of the allegations in the operative complaint, or any amendments thereto,
8 during the Class Period, including unpaid wages, overtime premium pay, meal
9 and rest period premium pay, failure to reimburse business expenses,
10 statutory, constitutional, contractual or common law claims for wages,
damages, unpaid costs, penalties, liquidated damages, interest, attorneys' fees,
litigation costs, restitution, or equitable relief[.]

11 (Settlement ¶ 26; *see id.* ¶¶ 29, 58.)

12 Upon the funding of the \$4,500,000, any Settlement Class Member who does not
13 affirmatively opt-out of the Settlement Agreement by submitting a timely and valid
14 Request for Exclusion will be bound by all of its terms. (*Id.* ¶ 59.)

15 By signing and cashing their settlement check, FLSA Collective Members will
16 consent to opt in to the collective action and will release and discharge the Released Parties
17 from the Released FLSA Claims during the FLSA Period. (*Id.* ¶¶ 27, 60.)

18 Upon funding of the \$4,500,000 Maximum Settlement Amount, PAGA Members,
19 including those who timely and effectively exclude themselves from the Released Class
20 Claims, will release and discharge the Released Parties from the Released PAGA Claims
21 during the PAGA Period. (*Id.* ¶¶ 28, 61.)

22 **F. Uncashed Checks**

23 If Settlement Class Members' checks are not cashed within 120 calendar days after
24 mail, those funds will be transferred by the Settlement Administrator to the California State
25 Controller's Office Unclaimed Property Fund in the name of the Settlement Class Member.
26 (*Id.* ¶ 66.)

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III. MOTION FOR FINAL APPROVAL

A. Legal Standard

A class action may only be settled with court approval, “which may be granted only after a fairness hearing and a determination that the settlement taken as a whole is fair, reasonable, and adequate.” *In re Bluetooth Headset Prods. Liab. Litig.*, 654 F.3d 935, 946 (9th Cir. 2011) (citing Fed. R. Civ. P. 23(e)(2)). “Courts reviewing class action settlements must ‘ensure[] that unnamed class members are protected from unjust or unfair settlements affecting their rights,’ while also accounting for ‘the strong judicial policy that favors settlements, particularly where complex class action litigation is concerned.’” *Campbell v. Facebook, Inc.*, 951 F.3d 1106, 1121 (9th Cir. 2020) (quoting *In re Hyundai & Kia Fuel Econ. Litig.*, 926 F.3d 539, 556, 568 (9th Cir. 2019) (en banc)).

B. Class Certification

Before granting final approval of a class action settlement agreement, the Court must first determine whether the proposed class can be certified. *See* Fed. R. Civ. P. 23(e)(1)(B). “When, as here, the parties have entered into a settlement agreement before the district court certifies the class, reviewing courts “must pay undiluted, even heightened, attention to class certification requirements.” *Staton v. Boeing Co.*, 327 F.3d 938, 952 (9th Cir. 2003) (quoting *Amchem Prod., Inc. v. Windsor*, 521 U.S. 591, 620 (1997)).

In the present case, the Court scrutinized the proposed Class and Subclasses pursuant to Rule 23(a) and 23(b)(3) as well as the proposed FLSA Collective Action before granting Plaintiff’s motion for preliminary approval and conditionally certifying the class for purposes of settlement. (*See* Doc. No. 181.) The Court noted no concerns at the time, no objections have been filed in response, and no circumstances have changed in the interim. Accordingly, the Court reaffirms and incorporates by reference its prior analysis under Rules 23(a) and (b)(3) as well as its FLSA Collective Action analysis as set forth in its Preliminary Approval Order. (*See id.* at 11–19.)

C. Adequacy of Notice

Next, the Court must determine whether the Class Members received adequate

1 notice. *See* Fed. R. Civ. P. 23(e)(1) (“The court must direct notice in a reasonable manner
2 to all class members who would be bound by the proposal[.]”). “Adequate notice is critical
3 to court approval of a class settlement under Rule 23(e).” *Hanlon v. Chrysler Corp.*, 150
4 F.3d 1011, 1025 (9th Cir. 1998), *overruled on other grounds by Wal-Mart Stores, Inc. v.*
5 *Dukes*, 564 U.S. 338 (2011).

6 As mentioned *supra* § I, the Court approved the proposed notice plan and Class
7 Notice Packet (“Notice”). (Doc. No. 181 at 16–17.) Plaintiffs filed a declaration by the
8 Case Manager for the Settlement Administrator, detailing the actions taken by the
9 Settlement Administrator to provide notice in accordance with the Preliminary Approval
10 Order. (*See generally* May 1, 2025, Gonzales Decl.) Pursuant to the notice plan, the
11 Settlement Administrator disseminated the Notice via U.S. first class mail in English and
12 Spanish to all 2,436 Settlement Class Members on the Class List, none of which were
13 returned undeliverable. (*Id.* ¶¶ 5–7.)

14 Having reviewed the declaration, the Court finds that the Settlement Administrator
15 duly effectuated the court-approved Notice and that Class Members received adequate
16 notice of the Settlement.

17 **D. Fairness, Reasonableness, and Adequacy of Proposed Class Action**
18 **Settlement**

19 Traditionally, courts in this Circuit assess the fairness, reasonableness, and adequacy
20 of a proposed settlement by balancing the following factors:

21 (1) the strength of the plaintiff’s case; (2) the risk, expense, complexity, and
22 likely duration of further litigation; (3) the risk of maintaining class action
23 status throughout the trial; (4) the amount offered in settlement; (5) the extent
24 of discovery completed and the stage of the proceedings; (6) the experience
25 and views of counsel; (7) the presence of a governmental participant; and (8)
the reaction of the class members of the proposed settlement.

26 *Kim v. Allison*, 8 F.4th 1170, 1178 (9th Cir. 2021). “The district court’s approval order
27 must show not only that ‘it has explored [these] factors comprehensively,’ but also that the
28 settlement is ‘not[] the product of collusion among the negotiating parties.’” *In re*

1 *Bluetooth*, 654 F.3d at 947 (quoting *In re Mego Fin. Corp. Sec. Litig.*, 213 F.3d 454, 458
2 (9th Cir. 2000), *as amended* (June 19, 2000)).

3 In 2018, Rule 23(e)(2) was amended to require courts to consider whether:

- 4 (A) the class representatives and class counsel have adequately represented
5 the class;
6 (B) the proposal was negotiated at arm's length;
7 (C) the relief provided for the class is adequate, taking into account:
8 (i) the costs, risks, and delay of trial and appeal;
9 (ii) the effectiveness of any proposed method of distributing relief to
10 the class, including the method of processing class-member
11 claims;
12 (iii) the terms of any proposed award of attorney's fees, including
13 timing of payment; and
14 (iv) any agreement required to be identified under Rule 23(e)(3); and
15 (D) the proposal treats class members equitably relative to each other.

16 Fed. R. Civ. P. 23(e)(2).

17 **1. Rule 23(e)(2) Factors**

18 In its Preliminary Approval Order, the Court found that the Rule 23(e)(2) factors
19 preliminarily weighed in favor of approving the Settlement. (*See* Doc. No. 181 at 19–28.)
20 However, the Court also expressed concern about insufficient justification provided for the
21 requested amount of attorneys' fees. (*Id.* at 26–27.) Considering that no pertinent facts the
22 Court relied upon changed, the Court reaffirms and reincorporates by reference its analysis
23 finding the adequacy of relief, adequacy of representation, the lack of collusion, vigorous
24 prosecution, and equitable treatment of class members, which all support the fairness,
25 reasonableness, and adequacy of the Settlement.⁵ Accordingly, the Court finds that all Rule
26 23(e)(2) factors weigh in favor of approval.

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⁵ The Court will analyze the requested fees and incentive award when addressing Motion for Award of Attorneys' Fees and Costs, and Service Payment (Doc. No. 186). *See infra* § IV.

1 **2. Additional Ninth Circuit Factors**

2 As the amended Rule 23(e)(2) factors were not intended to replace the factors
3 developed by circuits, the Court now turns to analyze the remaining factors traditionally
4 considered by this Circuit.⁶ See Fed. R. Civ. P. 23(e)(2) advisory committee’s note to 2018
5 amendment.

6 **i. Experience and Views of Counsel**

7 In its Preliminary Approval Order, the Court found the experience and views of
8 counsel weighed in favor of approval. (Doc. No. 181 at 28–29.) As no changes to Class
9 Counsel have occurred, no relevant facts have changed, and no objections to Class Counsel
10 have been brought to the Court, the Court reaffirms and incorporates by reference its
11 analysis on this factor and find this factor weighs in favor of settlement approval.

12 **ii. Reaction of Class Members**

13 “It is established that the absence of a large number of objections to a proposed class
14 action settlement raises a strong presumption that the terms of a proposed class settlement
15 action are favorable to the class members.” *In re Omnivision Techs., Inc.*, 559 F. Supp. 2d
16 1036, 1043 (N.D. Cal. 2008) (quoting *Nat’l Rural Telecomm. Coop. v. DIRECTV, Inc.*, 221
17 F.R.D. 523, 529 (C.D. Cal. 2004)).

18 Here, the Settlement Administrator has not received any objections to the Settlement
19 by Class Members, and only 1 Class Member requested exclusion. (May 1, 2025, Gonzalez
20 Decl. ¶¶ 8, 9; May 14, 2025, Gonzalez Decl. ¶ 2.) The absence of objections and such a
21 low percentage of opt outs weigh in favor of settlement. See, e.g., *Nat’l Rural Telecomm.*
22 *Coop.*, 221 F.R.D. at 529 (“The complete absence of Class Member objections to the
23 Proposed Settlement speaks volumes with respect to the overwhelming degree of support
24 for the Proposed Settlement among the Class Members. That unanimous, positive reaction
25
26

27
28 ⁶ As there is no government actor present in the instant action, the Court forgoes analysis of this
factor. (See Doc. No. 181 at 28 n.4.)

1 to the Proposed Settlement is compelling evidence that the Proposed Settlement is fair,
2 just, reasonable, and adequate.”).

3 3. Conclusion

4 Having analyzed the Rule 23(e)(2) factors and the Ninth Circuit’s factors, and
5 finding them weigh in favor of approval, the Court finds the Settlement fundamentally fair,
6 adequate, and reasonable. *See Officers for Just. v. Civ. Serv. Comm’n*, 688 F.2d 615, 625
7 (9th Cir. 1982) (“[I]t must not be overlooked that voluntary conciliation and settlement are
8 the preferred means of dispute resolution[,] especially . . . in complex class action
9 litigation . . .”).

10 E. FLSA Collective Action Settlements

11 Court approval is also required for settlements of private collective actions under the
12 FLSA. *Seminiano v. Xyris Enter., Inc.*, 602 Fed. App’x 682, 683 (9th Cir. 2015) (citing
13 *Nall v. Mal-Motels, Inc.*, 723 F.3d 1304, 1306 (11th Cir. 2013)). Although “[c]ollective
14 actions [under the FLSA] and class actions [under Rule 23] are creatures of distinct texts .
15 . . . that impose distinct requirements,” *Campbell v. City of Los Angeles*, 903 F.3d 1090,
16 1101 (9th Cir. 2018), district courts assess FLSA settlements using a two-step process that
17 is similar to what is required for review of class action settlements under Rule 23. *See Kulik*
18 *v. NMCI Med. Clinic Inc.*, No. 21-cv-03495-BLF, 2023 WL 2503539, at *3 (N.D. Cal.
19 Mar. 13, 2023). After assessing whether the members of the proposed collective may
20 proceed in a collective action, the Court must assess whether the proposed settlement is “a
21 fair and reasonable resolution of a bona fide dispute [over FLSA provisions].” *Otey v.*
22 *CrowdFlower, Inc.*, No. 12-cv-05524-JST, 2014 WL 1477630, at *3 (N.D. Cal. Apr. 15,
23 2014) (quoting *Lynn’s Food Stores, Inc. v. United States*, 679 F.2d 1350, 1355 (11th Cir.
24 1982)).

25 1. FLSA Collective Action

26 In its Preliminary Approval Order, the Court analyzed whether the members of the
27 proposed collective are “similarly situated” and determined that the allegations supporting
28 Plaintiffs’ FLSA claim are similar to their California law claim, justifying certification of

1 the FLSA collective for settlement purposes. (Doc. No. 181 at 18–19 (citing *v. Kansas City*
2 *Royals Baseball Corp.*, 934 F.3d 918, 948 (9th Cir. 2019)).) The Court noted no concerns
3 at the time, no objections have been filed in response, and no circumstances have changed
4 in the interim. Accordingly, the Court reaffirms and incorporates by reference its prior
5 FLSA collective action analysis as set forth in its Preliminary Approval Order. (*See id.* at
6 17–19.)

7 **2. Fairness, Reasonableness, and Adequacy of Proposed FLSA** 8 **Collective Action Settlements**

9 “If the collective action members are similarly situated, most courts then evaluate
10 the settlement under the standard established by the Eleventh Circuit, which requires the
11 settlement to constitute a fair and reasonable resolution of a bona fide dispute.” *Otey*, 2014
12 WL 1477630, at *3 n.5 (collecting cases) (internal quotation marks and citation omitted).
13 “[T]he factors that courts consider when evaluating a collective action settlement are
14 essentially the same as those that courts consider when evaluating a [class action]
15 settlement” under Rule 23(e). *See id.* at *11 (applying same fairness factors to settlement
16 involving FLSA collective and class action).

17 As stated above, *see* Sec. I.(D) *supra*, the Court finds that the Rule 23(e)(2) factors
18 weigh in favor of approving the Settlement. (*See also* Doc. No. 181 at 19–28.) Therefore,
19 the sole remaining issue in assessing the FLSA collective action settlement is if there is a
20 bona fide dispute regarding the existence of Defendant BAE’s FLSA liability. Here,
21 Defendant BAE disputes whether FLSA Collective Members should be compensated for
22 time spent donning and doffing during meal periods. (Doc. No. 179-4 at ¶ 29.) Plaintiffs
23 calculated that potential liability under the FLSA in this case could result in \$102,124 in
24 damages. (*Id.*) Therefore, the FLSA settlement amount of \$15,000 represents
25 approximately 14.7% of the potential recovery. (*Id.*) Courts in similar cases have held
26 similar FLSA settlement amounts as reasonable. *See, e.g., Bellinghausen v. Tractor Supply*
27 *Co.*, 306 F.R.D. 245, 256 (N.D. Cal. 2015) (finding a wage and hour class settlement fair
28

1 where the settlement fund represented between 9% and 27% of the total potential
2 recovery).

3 **3. Conclusion**

4 Based on the foregoing, the Court finds the FLSA Settlement is fair, adequate and
5 reasonable. The Court **GRANTS** final approval of the FLSA Settlement.

6 **F. Fairness, Reasonableness, and Adequacy of Proposed PAGA Settlement**

7 As the Settlement resolves Plaintiff's PAGA claims as well, the Court must analyze
8 whether the Settlement fulfils the statutory requirements of PAGA and is fundamentally
9 fair, adequate, and reasonable in light of PAGA's policies and purposes. *See* Cal. Lab.
10 Code § 2699(s)(2) ("The superior court shall review and approve any settlement of any
11 civil action filed pursuant to this part."); *see also Haralson v. U.S. Aviation Servs. Corp.*,
12 383 F. Supp. 3d 959, 972 (N.D. Cal. 2019) (identifying that district courts apply a "Rule
13 23-like standard" due to the absence of authority governing the standard for review and
14 approval of PAGA settlements).

15 **1. PAGA Statutory Requirements**

16 As noted in the Court's Preliminary Approval Court, Plaintiffs have satisfied the
17 PAGA statutory requirements. (*See* Doc. No. 181 at 30–32.) First, the PAGA settlement
18 provides for a \$100,000 PAGA Penalty and that civil penalties recovered are distributed
19 between "the aggrieved employees" (25%) and the LWDA (75%), Cal. Lab. Code §
20 2699(i). Additionally, the Court noted that the Settlement Agreement and Notice both
21 clearly state that PAGA Members cannot opt out from settlement of the PAGA Claims.
22 (*Doc. No. 181 at 32.*) *See also Arias v. Superior Ct.*, 46 Cal. 4th 969, 986 (2009) ("Because
23 an aggrieved employee's action under the Labor Code Private Attorneys General Act of
24 2004 functions as a substitute for an action brought by the government itself, a judgment
25 in that action binds all those, including nonparty aggrieved employees, who would be
26 bound by a judgment in an action brought by the government."); *O'Connor v. Uber Techs.,*
27 *Inc.*, 201 F. Supp. 3d 1110, 1133 (N.D. Cal. 2016) ("Thus, in a lawsuit which asserts a
28 PAGA claims and seeks class certification for labor/wage claims, even class members who

1 opt out of the class would be bound by an adverse PAGA judgment or settlement.”).
2 Finally, Plaintiffs confirmed that pursuant to Cal. Lab. Code §2699s(2), they sent the
3 proposed settlement to the LWDA at the same time they filed for approval with the Court.
4 (See Doc. No. 181 at 31 (citing Matern Decl. ¶ 60; Doc. No. 179-9).) Accordingly, the
5 Court finds that Plaintiff has complied with PAGA’s statutory requirements.

6 **2. Fairness, Adequacy, and Reasonableness of PAGA Allocation**

7 It is important “that when a PAGA claim is settled, the relief provided for under the
8 PAGA be genuine and meaningful, consistent with the underlying purpose of the statute to
9 benefit the public and, in the context of a class action, the court evaluate whether the
10 settlement meets the standards of being ‘fundamentally fair, reasonable, and adequate’ with
11 reference to the public policies underlying the PAGA.” *Haralson*, 383 F. Supp. 3d at 971
12 (quoting *O’Connor*, 201 F. Supp. 3d at 1133). The \$100,000 Gross Settlement Amount is
13 to be divided amongst 2,025 PAGA Members who worked a total of 151,951 weeks during
14 the Class Period. (May 1, 2025, Gonzalez Decl. ¶ 14.) The highest PAGA payment to be
15 distributed is approximately \$30.44 and the average Individual PAGA Payment is
16 approximately \$12.55. (*Id.*) Other courts have approved similar PAGA penalty amounts.
17 See *Perez v. Bodycote Thermal Processing, Inc.*, No.: CV 22-00145 RAO, 2024 WL
18 4329057, at *8 (C.D. Cal. Aug. 23, 2024) (finding PAGA payments averaging \$95.43,
19 “with payments ranging from \$3.48 to \$366.68” fair, reasonable, and adequate); *North v.*
20 *Superior Hauling & Fast Transit, Inc.*, No. EDCV 18-2564 JGB (KKx), 2020 WL
21 12967997, at *4 (C.D. Cal. May 29, 2020) (approving settlement that included PAGA
22 average payout of \$21.01).

23 As such, the Court reaffirms its findings that the \$100,000.00 PAGA Penalty is fair,
24 adequate, and reasonable considering it in relation to the Class recovery and to other
25 approved PAGA settlements, and considering neither the LWDA nor any PAGA Members
26 have objected.

27 **3. Conclusion**

28 Based on the foregoing, the Court finds the PAGA Settlement meets PAGA’s

1 statutory requirements and is fair, adequate and reasonable.

2 **G. Adequacy of Allocation Plan**

3 “Approval of a plan of allocation of settlement proceeds in a class action is governed
4 by the same standards of review applicable to approval of the settlement as a whole: the
5 plan must be fair, reasonable and adequate.” *In re Omnivision*, 559 F. Supp. 2d at 1045
6 (citation and internal punctuation omitted). “It is reasonable to allocate the settlement funds
7 to class members based on the extent of their injuries or the strength of their claims on the
8 merits.” *Id.* (collecting cases).

9 Here, the proposed plan of allocation is set forth in the Notice that was mailed to
10 Class Members. *See supra* § II.D (explaining plan of allocation in the Settlement); *see also*
11 Doc. No. 185-8 (Notice). As detailed *supra* § III.C and D.1, the Court has found the
12 allocation plan to equitably treat each Class Member, PAGA Member, and FLSA
13 Collective Member based on his or her individual damages in proportion to those incurred
14 by the rest of the Class.

15 Accordingly, the Court finds the allocation plan fair, reasonable, and adequate.

16 **H. Reasonableness of Settlement Administration Costs**

17 Per the terms of the parties’ proposed Settlement and the Preliminary Approval
18 Order, PSA was approved as the Settlement Administrator and is to be paid from the
19 Settlement Fund up to \$35,000.00 for actually incurred expenses and costs. (Doc. No. 179-
20 8 at 10 ¶ 32.) PSA provided an itemized invoice with actually incurred costs, as of the date
21 of the declaration, and an estimate of remaining costs. (Doc. No. 185-10; *see also* May 1,
22 2025, Gonzalez Decl. ¶ 17.) Here, the Settlement Administrator took steps to provide notice
23 and implement the settlement, including:

24 (i) preparing, translating, printing, and mailing the Notice of Class Action
25 Settlement (“Notice”); (ii) responding to inquiries from Class Members; (iii)
26 calculating the number of Workweeks each Settlement Class Member worked
27 during the period from October 26, 2017 to June 1, 2024 (“Class Period”),
28 calculating the number of FLSA Workweeks each FLSA Collectives Member
worked during the period from January 20, 2019 to June 1, 2024 (“FLSA
Period”), and the number of PAGA Workweeks that each PAGA Member

1 worked during the time period from November 16, 2020 to June 1, 2024
2 (“PAGA Period”); (iv) determining the validity of letters indicating a request
3 to be excluded from the Settlement Class (“Requests for Exclusion”), written
4 objections to the Class Settlement (“Notices of Objection”), and/or any
5 dispute regarding the number of Workweeks submitted by Settlement Class
6 Members; (v) calculating the Net Settlement Amount and the Individual
7 Settlement Payments to Participating Class Members, the Individual FLSA
8 Payments to FLSA Collective Members, and the Individual PAGA Payments
9 to PAGA Members; (vi) calculating and distributing the Individual Settlement
10 Payments, the Individual FLSA Payments, and the Individual PAGA
11 Payments; (vii) issuing the payment to the LWDA, Class Counsel’s attorneys’
12 fees and costs, the Class Representative Enhancement Payments, and the
13 employer/employee payroll taxes to the appropriate taxing authorities; and
14 (viii) such other tasks as set forth in the Settlement Agreement or as the Parties
15 mutually agree or as the Court orders.

16 (May 1, 2025, Gonzalez Decl. ¶ 2.)

17 “Courts regularly award administrative costs associated with providing notice to the
18 class.” *Ali v. Franklin Wireless Corp.*, No. 21-CV-00687-AJB-MSB, 2024 WL 5179910,
19 at *9 (S.D. Cal. Dec. 19, 2024); *see also Diaz v. Solar Turbines, Inc.*, No.
20 320CV01156WQHKSC, 2022 WL 3161900, at *7 (S.D. Cal. Aug. 8, 2022) (awarding
21 \$21,359 in settlement administration costs in a 2,276-member class and PAGA action); *see*
22 *also Heid v. CyraCom Int’l, Inc.*, No. 22-CV-1445-MMA (KSC), 2024 WL 4008650, at
23 *14 (S.D. Cal. Aug. 30, 2024) (awarding \$50,000 in settlement administration costs in a
24 5,002-member class and PAGA action).

25 Based on the foregoing, the Court concludes the Settlement Administrator’s costs
26 are fair and reasonably incurred for the benefit of the Class.

27 **I. Conclusion**

28 In conclusion, having found the effectuated Notice adequate, the Settlement, FLSA
Settlement, PAGA Settlement, and plan of allocation fair, adequate and reasonable, and
the Settlement Administrator’s costs reasonable, the Court **GRANTS** Plaintiff’s motion
for final approval, subject to a final accounting of itemized settlement administration costs.

IV. MOTION FOR ATTORNEYS' FEES, COSTS, AND PLAINTIFFS' SERVICE PAYMENT

Plaintiffs filed the instant motion seeking an award of \$2,121,489.29 (33.33% of the Maximum Settlement Fund) for attorneys' fees, reimbursement of \$179,769.69 for litigation costs incurred, and an award of \$20,000.00 for each Class Representative, all to be paid from the Maximum Settlement Fund. (Doc. No. 186-1 at 9–10.) Defendant has not filed an opposition, and no Class Members have objected. For the reasons set forth below, the Court **GRANTS** Plaintiffs' motion for attorneys' fees, litigation costs, and incentive awards for the Class Representatives.

A. Legal Standard

“In a certified class action, the court may award reasonable attorney's fees and nontaxable costs that are authorized by law or by the parties' agreement.” Fed. R. Civ. P. 23(h). “Because the relationship between class counsel and class members turns adversarial at the fee-setting stage, district courts assume a fiduciary role that requires close scrutiny of class counsel's requests for fees and expenses from the common fund.” *In re Optical Disk Drive Prod. Antitrust Litig.*, 959 F.3d 922, 930 (9th Cir. 2020).

B. Attorneys' Fees

Plaintiffs' counsel, Matern Law Group, PC (MLG or “Class Counsel”) seeks \$2,121,489.29 in attorneys' fees pursuant to the Settlement. (Doc. No. 186.)

1. Legal Standard

“In a common fund case, such as this, the district court has the discretion to choose between either the lodestar or the percentage-of-fund methods when calculating fees.” *Stanger v. China Elec. Motor, Inc.*, 812 F.3d 734, 738 (9th Cir. 2016). “Under the percentage-of-fund method, the district court may award plaintiffs' attorneys a percentage of the common fund, so long as that percentage represents a reasonable fee.” *Stanger*, 812 F.3d at 738 (citing *Powers v. Eichen*, 229 F.3d 1249, 1256 (9th Cir. 2000)). “The benchmark percentage is 25%, but, similar to the lodestar, the benchmark percentage ‘can be adjusted upward or downward, depending on the circumstances.’” *In re Apple Inc.*

1 *Device Performance Litig.*, 50 F.4th 769, 784 (9th Cir. 2022) (quoting *Kim*, 8 F.4th at
2 1181). “[I]n assessing a request for attorneys’ fees that was calculated using the percentage-
3 of-recovery method,” courts in the Ninth Circuit may consider “the extent to which class
4 counsel ‘achieved exceptional results for the class,’ whether the case was risky for class
5 counsel, whether counsel’s performance ‘generated benefits beyond the cash settlement
6 fund,’ the market rate for the particular field of law (in some circumstances), the burdens
7 class counsel experienced while litigating the case (e.g., cost, duration, foregoing other
8 work), and whether the case was handled on a contingency basis.” *In re Online DVD-*
9 *Rental Antitrust Litig.*, 779 F.3d 934, 954–55 (9th Cir. 2015) (quoting *Vizcaino v. Microsoft*
10 *Corp.*, 290 F.3d 1043, 1048–50 (9th Cir. 2002)).

11 “Whichever method is chosen, courts often employ the other method as a cross-
12 check that the award is reasonable.” *In re Apple*, 50 F.4th at 784. “Reasonableness is the
13 goal, and mechanical or formulaic application of either method, where it yields an
14 unreasonable result, can be an abuse of discretion.” *Stanger*, 812 F.3d at 739 (quoting
15 *Fischel v. Equitable Life Assurance Soc’y*, 307 F.3d 997, 1007 (9th Cir. 2002)).

16 **2. Percentage-of-Fund Analysis**

17 Considering the circumstances of this case under the percentage-of-fund analysis,
18 the Court finds Counsel’s departure from the 25% benchmark to 33.33% reasonable.

19 First, “[t]he overall result and benefit to the class from the litigation is the most
20 critical factor in granting a fee award.” *In re Omnivision*, 559 F. Supp. 2d at 1046.
21 According to Plaintiffs, Plaintiffs’ counsel “undeniably achieved an impressive result on
22 behalf of the Class” where the \$6,364,467.87 Settlement Fund includes \$4,500,000 of new
23 funds plus a credit for \$1,502,955.87 paid by Defendant BAE to Settlement Class Members
24 in individual settlements, and \$361,512 paid by Defendant BAE to Settlement Class
25 Members in March 2023 for underpaid meal and rest period premiums. (Doc. No. 186-1 at
26 19.) These pay-outs represent approximately 9.1% of the maximum potential value of the
27 class claims, and approximately 17.5% of the value of the discounted class claims. (*Id.*
28 (citing Doc. No. 179-1 at 22:26-23:8)) The highest gross Individual Class Payment is

1 \$9,919.61, while the average gross Individual Class payment is \$1,721.17 (May 1, 2025,
2 Gonzalez Decl. ¶ 13), which Plaintiffs characterize as “unquestionably exceptional
3 recoveries.” (Doc. No. 186-2 at 19–20 (citing *Gentry v. Sup. Ct.*, 42 Cal. 4th 443, 557 (2007)
4 (“[I]ndividual awards in wage-and-hour cases tend to be modest.”)).) Furthermore,
5 Plaintiffs identify non-monetary benefits conferred on Class Members following the
6 commencement of litigation, including that BAE began to pay employees for their time
7 undergoing security checks, and BAE started to pay rest and meal break premiums at the
8 regular rate of pay, rather than the base hourly rate. (Doc. No. 186-1 at 20.)

9 Second, due to the contingency-fee nature of the Plaintiffs’ counsel employment,
10 MLG assumed risk in accepting Plaintiffs’ case. (MLG Decl. ¶¶ 44–45.) Such
11 representation required Plaintiffs’ counsel to bear the burden of all costs and fees for nearly
12 four years of litigation. (*Id.*)

13 Third, considering awards in similar cases, “[t]he 33.33% award requested in this
14 case is commensurate with percentage-of-the-fund awards made in other wage and hour
15 class actions.” *Yanez*, 2022 WL 788703, at *12 (collecting cases); *see also Heid v.*
16 *CyraCom Intl, Inc.*, No. 22-CV-1445-MMA (KSC), 2024 WL 4008650, at *8 (S.D. Cal.
17 Aug. 30, 2024) (“33% of the Gross Settlement Amount is in line with California courts that
18 routinely award attorneys’ fees of one-third of the common fund.”)

19 Finally, to date, no Class Member has objected to the Settlement or to Plaintiffs’
20 attorneys’ fee award. (See May 1, 2025, Gonzalez Decl. ¶¶ 8–9; *see generally* May 14,
21 2025, Gonzalez Decl.) An upward deviation from the 25% benchmark is warranted
22 “especially so in light of the fact that not a single class member objected” to Plaintiffs’
23 attorneys’ fees. *Singer*, 2010 WL 2196104, at *9.

24 Based on the forgoing, the Court finds the upward departure from 25% to 33.33% a
25 reasonable award under the percentage-of-fund analysis.

26 3. Lodestar Cross-Check

27 “Calculation of the lodestar, which measures the lawyers’ investment of time in the
28 litigation, provides a check on the reasonableness of the percentage award.” *Vizcaino*, 290

1 F.3d at 1050. “The lodestar figure is calculated by multiplying the number of hours the
2 prevailing party reasonably expended on the litigation (as supported by adequate
3 documentation) by a reasonable hourly rate for the region and for the experience of the
4 lawyer.” *In re Bluetooth*, 654 F.3d at 941 (citing *Staton v. Boeing Co.*, 327 F.3d 938, 963–
5 64 (9th Cir. 2003)). “Though the lodestar figure is ‘presumptively reasonable,’ the court
6 may adjust it upward or downward by an appropriate positive or negative multiplier
7 reflecting a host of ‘reasonableness’ factors, ‘including the quality of representation, the
8 benefit obtained for the class, the complexity and novelty of the issues presented, and the
9 risk of nonpayment[.]’” *Id.* at 941–42 (quoting first *Cunningham v. Cnty. of Los Angeles*,
10 879 F.2d 481, 488 (9th Cir. 1988) and then *Hanlon*, 150 F.3d at 1029). However,
11 “adjustments to the lodestar ‘are the exception rather than the rule.’” *Stanger*, 812 F.3d at
12 738 (quoting *Fischel*, 307 F.3d at 1007).

13 Counsel represents that MLG expended 1,485.5 hours on this case, resulting in a
14 lodestar of approximately \$1,188,042.00. (Doc. No. 191 at 3.) MLG’s hourly rates range
15 from \$1,025 to \$1,200 for partners and senior attorneys, \$500 to \$995 for associates, and
16 \$325 for legal assistants. (See MLG Decl. ¶¶ 30–39.) In support of the reasonableness of
17 the hourly rates, Counsel provides the year admitted and experience of the attorneys who
18 worked on the case. (See *id.*)

19 Counsel argues that their rates are “within those years’ prevailing hourly rates of
20 attorneys and legal assistants with comparable qualifications, backgrounds, and experience
21 working in employment law in Los Angeles County.” (Doc. No. 186-1 at 25; Doc. No.
22 186-2 ¶ 36.) Plaintiffs also include a declaration from San Francisco-based attorney
23 Michael Rubin (“Rubin Decl.”), opining on Plaintiffs’ counsel’s experience and how
24 MLG’s rates are consistent with prevailing rates “in the community,” (Doc. No. 186-17 ¶¶
25 11–15). However, “as reasonableness is measured by the prevailing rates of the district in
26 which the litigation occurred, the Court narrows its focus to . . . only case[s] . . . in this
27 district.” *MATTHEW MOREL, an individual on his own behalf & on behalf of all others*
28 *similarly situated, Plaintiff, v. HNTB CORPORATION, a Delaware corporation, & DOES*

1 1-10, inclusive, *Defendants.*, No. 22-CV-00408-AJB-AHG, 2025 WL 1870758, at *12
2 (S.D. Cal. July 7, 2025) (“*MOREL*”). For this same reason, the Court does not find the
3 Rubin Declaration particularly persuasive because it does not analyze attorneys’ hourly
4 rates for wage hour class actions in this district, specifically.

5 In 2021, this district found “billing rates ranging from \$300 to \$450 for the paralegals
6 and \$680 to \$1,005 for the attorneys” to be reasonable in a wage and hour class action
7 where the gross settlement amount was \$7,600,000.00. *Amaraut v. Sprint/United Mgmt.*
8 *Co.*, No. 19-CV-00411-WQH-AHG, 2021 WL 3419232, at *7 (S.D. Cal. Aug. 5, 2021).
9 Here, the hourly rate of three attorneys—Matern, Tauger, and Khalili—exceed those
10 approved by this district in *Amaraut* and run high for rates approved in comparable wages-
11 and-hours litigation in this district. *See Alkady v. First Transit, Inc.*, No. 16-CV2291-L-
12 *BGS*, 2021 WL 2072376, at *6 (S.D. Cal. May 24, 2021) (“The court finds that a partner
13 billing rate of \$785 is unreasonably high in this District for wages-and-hours
14 litigation.”); *Hose v. Wash. Inventory Serv., Inc.*, No. 14-CV-2869-WQH-AGS, 2020 WL
15 3606404, at *9 (S.D. Cal. July 2, 2020) (finding attorney hourly rates ranging from \$500.00
16 for a fourth year attorney to \$924.00 for a partner with 24 years of experience to be “slightly
17 high” for this district in a wage and hour class action); *but see MOREL* at *12 (finding rates
18 ranging from \$1,200 to \$1,350 “high for this district” but nevertheless reasonable given
19 the requested amount of fees represented a negative multiplier of approximately .31).

20 Here, the Court notes that *Amaraut*, *Alkady*, and *Hose* were decided 4–5 years ago.
21 Given that the hourly rates of three of MLG’s attorneys exceed the approved rates in
22 *Amaraut*, but not the higher approved rates in *MOREL*, the Court finds that MLG’s rates
23 are slightly high but reasonable for the district.

24 Plaintiffs also advocate to apply a positive 1.79 multiplier to Plaintiffs’ original
25 Lodestar amount. (MLG Decl. ¶ 44; *see also* Doc. No. 191 at 2–3.)⁷ “The district court . . .

26
27
28 ⁷ Prior to the July 24, 2025, hearing on Plaintiffs’ motion for attorneys’ fees, Plaintiffs’ counsel
submitted a declaration amending MLG’s lodestar to \$1,188,042.00. (*See* Doc. No. 191¶ 5.) With the

1 . has discretion to adjust the lodestar upward or downward using a multiplier that reflects
2 ‘a host of reasonableness factors, including the quality of representation, the benefit
3 obtained for the class, the complexity and novelty of the issues presented, and the risk of
4 nonpayment.’” *Stetson v. Grissom*, 821 F.3d 1157, 1166–67 (9th Cir. 2016) (quoting *In re*
5 *Bluetooth Headset Prods. Liab. Litig.*, 654 F3d 935, 941–42 (9th Cir. 2011)). In California
6 wage and hour class action cases, it is not unusual for courts to apply a multiplier ranging
7 from 1 to 4. *See Oliveira v. Language Line Servs., Inc.*, 767 F. Supp. 3d 984, 1007 (N.D.
8 Cal. 2025) (collecting cases where positive multipliers ranging from 1 to 4 were applied in
9 California wage and hour class actions).

10 Here, as stated previously, Plaintiffs adeptly represented the class, obtained a
11 substantial benefit for the class, and took on risk by nature of the contingency-fee model
12 of this case. *See* Sec. IV. B.2, *supra*. Because courts regularly apply a positive multiplier
13 ranging from 1 to 4 in California wage and hour class actions, *Oliveira*, 767 F. Supp. 3d at
14 1007, the Court finds the 1.79 multiplier sought by Plaintiffs to be merited.

15 4. Conclusion

16 The Court finds Counsel’s request for \$2,121,489.29 (33.33% of the Maximum
17 Settlement Fund) reasonable under the circumstances, given the records, declarations, and
18 testimony provided by Counsel, and considering the complex nature of a class action
19 lawsuit, the favorable result obtained both monetary and otherwise, the lack of objections,
20 and lodestar cross-check. Accordingly, the Court **GRANTS** the instant motion with regard
21 to Counsel’s requested attorneys’ fees.

22 B. Costs

23 Counsel seeks an award of \$179,769.69 for litigation costs in prosecuting this action,
24 which is below the \$200,000 maximum listed in the Notice and authorized by the
25 Settlement Agreement. (Doc. No. 186-1 at 10.)

26
27
28 slightly lower lodestar, the multiplier Plaintiffs seek to apply now equates to approximately 1.7857,
which the Court rounds up to 1.79.

1 “Attorneys may recover their reasonable expenses that would typically be billed to
2 paying clients in non-contingency matters.” *In re Omnivision*, 559 F. Supp. 2d at 1048
3 (citing *Harris v. Marhoefer*, 24 F.3d 16, 19 (9th Cir. 1994)). “In assessing the
4 reasonableness of the reimbursement request, the Court is ‘reminded that it is generally not
5 the practice of an attorney to bill a client for every expense incurred in connection with the
6 litigation in question,’ and ‘the attorney is expected to absorb some of the cost of doing
7 business as an attorney.’” *In re Immune Response Sec. Litig.*, 497 F. Supp. 2d 1166, 1177
8 (S.D. Cal. 2007) (quoting *In re Media Vision Tech. Sec. Litig.*, 913 F. Supp. 1362, 1366
9 (N.D. Cal. 1996)).

10 Here, Counsel seeks reimbursement of *inter alia* the following costs: state filing fees
11 of \$1,435, jury fees of \$150, service of process fees of \$120, court document services of
12 \$5,606.71, expert services of \$116,495.95, mediation fees of \$20,000, and court reporter
13 services of \$11,488.91. (MLG Decl. ¶ 53.)

14 **1. Expert Costs**

15 Counsel requests reimbursement for \$116,495.95 in expert costs incurred by
16 retaining four experts: Gabriel Anello and Laura Steiner of Employment Research
17 Corporation Expert Services (\$98,479.50); Brian Grieser of AppliedSafety and
18 Ergonomics, Inc., a Rimkus Consulting Group company (\$14,215.95); and Berger
19 Consulting Group, LLC (\$3,800). (*See id.* ¶¶ 21, 53; *see also* Doc. No. 186-11 at 5–6; Doc.
20 No. 191 at 4.)

21 Counsel retained Employment Research Corporation, including experts Gabriel
22 Anello and Laura Steiner, to conduct a survey of class members and conduct data sampling.
23 (MLG Decl. ¶ 42.) Counsel submitted declarations by Laura R. Steiner and Gabriel Anello
24 in support of Plaintiffs’ motion for class certification. (*See* Doc. No. 113-2 at 39–79). In
25 support of Counsel’s reimbursement request, Counsel submitted the Employment Research
26 Corporation’s engagement letter and invoices, which include the hourly rates of Laura
27 Steiner at \$385 for research and \$450 for testimony, senior analysts, including Gabriel
28 Anello, at \$350 for research and \$400 for testimony, and system analysts at \$275. (Doc.

1 No. 186-13 at 43 (engagement letter); *id.* at 42–49 (invoices.) Counsel also submitted a
2 client cost report detailing the expenses. (Doc. No. 186-11 at 5–6.)

3 Counsel also hired Brian Grieser of AppliedSafety and Ergonomics, Inc. to prepare
4 a report describing a potential time and motion study analysis. (Doc. No. 113-2 at 84.)
5 Counsel submitted a declaration by Brian Grieser and a report from AppliedSafety and
6 Ergonomics, Inc. in support of Plaintiffs’ motion for class certification. (*See id.* at 81–98.)
7 In support of Counsel’s reimbursement request, Counsel submitted detailed invoices
8 reflecting Brian Grieser’s work on this case and his hourly rate of \$370. (Doc. No. 186-13
9 at 4–12.) Counsel also submitted a client cost report detailing the expenses. (Doc. No. 186-
10 11 at 5–6.)

11 Counsel engaged Berger Consulting Group, LLC to analyze the time and pay data
12 of a sample of putative class members and to prepare a damages model prior to the private
13 mediation with Jeffrey Krivis on December 23, 2022. (Doc. No. 191 at 3.) BCG analyzed
14 the timekeeping data for approximately 198,291 shifts. (*Id.*)

15 The Court notes that it relied upon Plaintiffs’ expert reports in granting certification,
16 (*see* Doc. No. 142), which weighs in favor of reasonableness of the request. *See, e.g., In re*
17 *Stable Rd.*, 2024 WL 3643393, at *16 (approving \$41,261.00 for retention of experts as
18 reasonable where the securities class action settled after surviving a motion to dismiss but
19 before class certification briefing). Considering the documentation, case law, and
20 explanation Counsel provided, the Court approves reimbursement of the \$116,495.95 for
21 Plaintiffs’ experts as reasonable.

22 **2. Mediation Fees**

23 Counsel seeks reimbursement of \$20,000 in mediation fees: \$10,000 for the first
24 mediation on December 23, 2022, and \$10,000 for the second mediation on February 16,
25 2024. (MLG Decl. ¶ 53; Doc. No. 186-11 at 6.) In considering that the second mediation
26 assisted the parties in reaching consensus that eventually led to settlement, the Court finds
27 these mediation expenses reasonable. *See In re Immune Response*, 497 F. Supp. 2d at 1178
28

(granting reimbursement of mediation expenses as “reasonable and necessary” in resolving protracted litigation); *see also MOREL* at *13 (awarding reasonable mediation fees).

3. Court Reporter Services

Counsel requests reimbursement of \$11,488.91 in court reporter services. (MLG Decl. ¶ 53.) In support of the request, Counsel submits the invoices from Network Deposition Services, Inc. and identifies the depositions and status conferences where court reporter costs were incurred. (Doc. No. 186-11 at 2-3.) Because courts routinely reimburse court reporter fees, the Court approves Counsel’s request for court reporter services. *See, e.g., Khoja v. Orexigen Therapeutics, Inc.*, No. 15-CV-00540-JLS-AGS, 2021 WL 5632673, at *10 (S.D. Cal. Nov. 30, 2021) (approving reimbursement of “miscellaneous costs related to printing and photocopying, postage, transcript fees, mediation fees, court reporter fees, and court/filing fees” as those “typically incurred by counsel in complex litigation” and “routinely charged to clients billed by the hour”).

4. Court Document Services & Legal Research Services

Counsel seeks \$5,606.71 for “court document services.” (MLG Decl. ¶ 53.) In support of the request, Counsel submits the MLG’s Client Cost report indicating charges from Veritext regarding transcript and video services, as well as from Nationwide Legal Research regarding subpoenas and Plaintiffs’ briefing. (Doc. No. 186-11 at 4–5.) The Court approves \$5,606.71 as reasonable expenses for discovery tools and legal research. *See e.g., In re Stable Rd.*, 2024 WL 3643393, at *16 (approving \$12,892.40 for online research where class action settled after surviving a motion to dismiss but before class certification briefing); *see also Ali v. Franklin Wireless Corp.*, No. 21-CV-00687-AJB-MSB, 2024 WL 5179910, at *14 (S.D. Cal. Dec. 19, 2024) (approving \$3,285.64 as reasonable for legal research and document retrieval).

5. Remaining Costs

Counsel’s remaining costs are for state filing fees of \$1,435, jury fees of \$150, and service of process fees of \$120. Because these fees are regularly reimbursed, the Court approves these remaining costs. *See, e.g., Heid v. CyraCom Int’l, Inc.*, No. 22-CV-01445-

1 MMA-KSC, 2024 WL 4008650, at *13 (S.D. Cal. Aug. 30, 2024) (finding reasonable
2 \$31,110.36 in fees related to mediation, legal research, service of process, filing, travel,
3 courier and copying); *Scott v. Blackstone Consulting, Inc.*, No. 21-CV-1470-MMA-KSC,
4 2024 WL 271439, at *11 (S.D. Cal. Jan. 24, 2024) (awarding \$15,204.08 filing fees, service
5 fees, photocopying costs, postage, travel, discovery and research related expenses,
6 mediation fees and related travel, and other litigation related expenses); *Yanez*, 2022 WL
7 788703, at *13 (approving \$10,000.00 in “expenses [that] include[d] costs for filing,
8 courier charges, mediation, in house copies, postage, legal research, pacer fees, PAGA
9 filing fees, expert fees, CourtCall, and Vendor Copy Costs”).

10 Having reviewed the itemized billing records and considering the circumstances of
11 the instant action, the Court finds the requested costs were reasonably incurred in litigating
12 this action for the benefit of the Class and are all commonly reimbursed in similar amounts.
13 Based on the briefing, hearing testimony, and documentation provided, the Court
14 **GRANTS** Counsel’s request for expenses.

15 **C. Class Representative Service Award**

16 Finally, in the instant motion, Plaintiffs seek an award of \$20,000 for each Class
17 Representative for a total of \$40,000. (Doc. No. 186-1 at 30–33.)

18 Incentive awards are designed to “compensate class representatives for work done
19 on behalf of the class, to make up for financial or reputational risk undertaken in bringing
20 the action, and, sometimes, to recognize their willingness to act as a private attorney
21 general.” *Rodriguez v. West Publ’g Corp.*, 563 F.3d 948, 958–59 (9th Cir. 2009). Although
22 “[i]ncentive awards are fairly typical in class action cases,” they are discretionary. *Staton*,
23 327 F.3d at 958. In deciding whether to approve an incentive award, courts consider factors
24 including “the number of named plaintiffs receiving incentive payments, the proportion of
25 the payments relative to the settlement amount, and the size of each payment.” *In re Online*
26 *DVD-Rental*, 779 F.3d at 947 (quoting *Staton*, 327 F.3d at 977); *see also Ridgeway v. Wal-*
27 *Mart Stores Inc.*, 269 F. Supp. 3d 975, 1002 (N.D. Cal. 2017) (listing factors including risk
28 to the representative, notoriety and personal difficulties encountered, amount of time and

1 effort spent, duration of litigation, and personal benefit).

2 The Court affirms its conclusion in the Preliminary Approval Order, which found
3 that the requested service award of \$20,000 for each Class Representative was “fair and
4 reasonable in light of the extraordinary risks they accepted and the time and effort they
5 expended for the benefit of the Class.” (Doc. No. 181 at 22.) Specifically, Plaintiff Cabrales
6 has been a plaintiff in this case since October 2021, while Plaintiff Stanislas has been
7 involved since January 2022. They have assisted litigation in this case by responding to
8 discovery requests, participating in depositions and an ENE, reviewing motions and
9 documents, attending mediations, and maintaining regular communication with Class
10 Counsel. (Doc. No. 186-16, Declaration of Tychicus Stanislas, “Stanislas Decl.” ¶ 4; Doc.
11 No. 186-15, Declaration of Federico O. Cabrales, “Cabrales Decl.” ¶ 4.) Cabrales states he
12 has spent over 100 hours on this case (Cabrales Decl. ¶ 5), while Stanislas has spent
13 approximately 80 hours on this case (Stanislas Decl. ¶ 5). Furthermore, the aggregate
14 amount of the proposed service awards represents less than one percent (1%) of the
15 Maximum Service Amount. (Doc. No. 186-2 at 32–33.)

16 Moreover, courts in similar cases have held similar service awards to be reasonable.
17 *See Low v. Trump Univ., LLC*, 246 F. Supp. 3d 1295, 1299 (S.D. Cal. 2017) (awarding
18 \$15,000 for each of 5 plaintiffs, which combined for 0.3% of \$25 million settlement);
19 *Coates v. Farmers Grp., Inc.*, No. 15-CV-01913-LHK, 2016 WL 5791413, at *2 (N.D. Cal.
20 Sept. 16, 2016) (approving service award of \$25,000 to two named plaintiffs); *In re: High-*
21 *tech Employee Antitrust Litig.*, No. 11-CV-2509- LHK, 2014 WL 10520478, at *2 (N.D.
22 Cal. May 16, 2014) (awarding each class representative \$20,000 in employee case,
23 amounting to just 0.4 percent of the total recovery).

24 Accordingly, the Court **GRANTS** Plaintiff’s request for an incentive award of
25 \$20,000.00 to Federico Cabrales and \$20,000 to Tychicus Stanislas.

26 **D. Conclusion**

27 Based on the foregoing, the Court **GRANTS** Plaintiff’s motion and **AWARDS**
28 **\$2,121,489.29** of the Maximum Settlement Amount for attorneys’ fees, **\$179,769.69** in

1 litigation expenses, and **\$20,000.00** to each Class Representative, Cabrales and Stanislas,
2 for their service as Class Representatives.

3 **V. CONCLUSION**

4 Based on the foregoing, the Court **GRANTS** Plaintiffs' motion for final approval
5 (Doc. No. 185) and **GRANTS** Plaintiff's motion for attorneys' fees, costs, and Plaintiffs'
6 service payment (Doc. No. 186).

7 The Court **APPROVES** the Settlement, and **DIRECTS** the parties to effectuate the
8 Settlement Agreement according to its terms, including inter alia *that*:

- 9
- 10 • The California Labor & Workforce Development Agency be paid \$75,000 as a
portion of the total \$100,000 PAGA Maximum Settlement Amount;
 - 11 • \$15,000 be divided among FLSA Collective Members on a *pro rata* basis;
 - 12 • Phoenix Settlement Administrators be paid \$35,5000.00 for its services rendered
13 as Settlement Administrator;
 - 14 • Plaintiffs' Counsel be paid \$2,121,489.29 in attorneys' fees and \$179,769.00 in
15 reasonable litigation expenses for their work as Class Counsel; and
 - 16 • Plaintiffs Federico Cabrales and Tychicus Stanislas each be awarded \$20,000.00
17 as compensation for their efforts as Class Representatives.

18 The Court further **DIRECTS** the Clerk of Court to close the case.

19 **IT IS SO ORDERED.**

20 Dated: July 25, 2025

21 
22 Hon. Anthony J. Battaglia
23 United States District Judge
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