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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

ALDERIECH VILLAMOR and RONY ALEXIS BONILLA, on behalf of themselves and all others similarly situated, and the general public, Plaintiffs, vs. ABERCROMBIE & FITCH STORES, INC. an Ohio corporation; ABERCROMBIE & FITCH MANAGEMENT CO. a Delaware corporation; ABERCROMBIE & FITCH CO. a business entity of unknown form; and DOES 1 through 50, inclusive, Defendants.	Case No.: 25STCV03948 CLASS ACTION Assigned for All Purposes To: Hon. William F. Highberger Department: 10 **MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT OF PLAINTIFFS' MOTION FOR AN ORDER (1) PRELIMINARILY APPROVING THE CLASS ACTION AND PAGA SETTLEMENT; (2) APPROVING NOTICE OF SETTLEMENT; (3) SETTING HEARING FOR FINAL APPROVAL** Hearing Date: March 8, 2027 Time: 10:00 a.m. Department: 10 Original Complaint Filed: February 13, 2025 FAC Filed: April 18, 2025 SAC Filed: May 14, 2026 Trial Date: None Set

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MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

Plaintiffs Aldriech Villamor and Rony Alexis Bonilla ("Plaintiffs" or "Class Representatives") seek preliminary approval of a class action and PAGA settlement with Defendants Abercrombie & Fitch Stores, Inc.; Abercrombie & Fitch Management Co.; and Abercrombie & Fitch Co. ("Defendants"), on behalf of themselves and a class consisting of current and former non-exempt, hourly-paid employees who worked for Defendant Abercrombie & Fitch Stores, Inc. in the State of California at any time during the Class Period (July 9, 2021, through the date the Court enters an order granting Preliminary Approval of the Settlement Agreement). (Settlement Agreement ¶¶ 1.5, 1.9, 1.12) After participating in mediation, the parties have reached a settlement in the amount of $3,323,000.00 to resolve the foregoing action, subject to this Court's final approval.

The proposed Settlement is fair, reasonable, and adequate, and in the best interests of the Class. Consequently, Plaintiffs hereby moves this Court for an order granting preliminary approval of the Settlement.

II. STATUS OF THE LITIGATION

A. Procedural History.

On February 13, 2025, former Plaintiff Shauna Kohanbashir ("Plaintiff Kohanbashir") filed a class action complaint against Defendants alleging the following causes of action: (1) Failure to Provide Meal Periods (Lab. Code §§ 204, 223, 226.7, 512 and 1198); (2) Failure to Provide Rest Periods (Lab. Code §§ 204, 223, 226.7 and 1198); (3) Failure to Pay Hourly Wages and Overtime (Lab. Code §§ 223, 510, 1194, 1194.2, 1197, 1197.1 and 1198); (4) Failure to Pay Proper Sick Pay (Lab. Code § 246); (5) Failure to Provide Accurate Written Wage Statements (Lab. Code §§ 226(a)); (6) Failure to Timely Pay All Final Wages (Lab. Code §§ 201, 202 and 203); (7) Failure to Indemnify (Lab. Code § 2802); (8) Unfair Competition (Bus. & Prof. Code §§ 17200 et seq.) (Kim Decl. ¶ 10)

On February 12, 2025, Plaintiff Kohanbashir submitted a Private Attorneys General Act ("PAGA") notice letter to the Labor Workforce Development Agency ("LWDA") and served

Defendants. (Kim Decl., ¶ 12.) On April 18, 2025, Plaintiff filed a First Amended Complaint adding a cause of action for penalties under PAGA. (*Id.*)

On May 14, 2026, Plaintiff filed a Second Amended Complaint removing Shauna Kohanbashir as a Plaintiff and Class Representative and adding Aldriech Villamor and Rony Alexis Bonilla as Plaintiffs. (Kim Decl. ¶ 13)

Plaintiffs contends that Defendants failed to pay Class Members all wages due and owing, including by requiring off-the-clock work, failing to provide meal and rest breaks, failing to furnish accurate wage statements, failing to timely pay wages including final wages, and failing to reimburse necessary business expenses. Defendants deny all liability. (Kim Decl. ¶11)

B. Investigation.

Before filing the lawsuit, Class Counsel investigated and researched the facts and circumstances underlying the pertinent issues and the law applicable thereto. (Kim Decl., ¶ 14.) This required thorough discussions and interviews between Class Counsel and Plaintiffs, as well as preliminary research into the various legal issues involved in the case. (*Id.*) After filing the lawsuit, Class Counsel conducted a thorough investigation of the facts and claims giving rise to the action, including: (1) conducting informal discovery and meeting and conferring with defense counsel about same; (2) reviewing and analyzing a sampling of time and pay records as well as employment handbooks, Plaintiffs' personnel file, relevant policies and other documentation; (3) researching the applicable law and potential defenses; (4) constructing damage models based on interpretations of California law; and (5) reviewing information provided by Defendants at the mediation. (Kim Decl., ¶ 15)

Defendants, for their part, vigorously contested liability, the amount of claimed damages, and the propriety of class certification. (Kim Decl., ¶ 16.) After Class Counsel analyzed the relevant documents and other gathered data, Class Counsel believed that this case was appropriate for resolution via mediation. (*Id.*) Given the high level of risk present for both sides, the parties elected to mediate Plaintiffs' claims and explore the possibility of settlement. (*Id.*)

C. Settlement Efforts.

On November 20, 2025, the parties mediated this case with Lonnie Giamela, Esq., a respected and highly experienced mediator in wage-and-hour class actions. (Kim Decl., ¶ 17.) (*Id.*) During mediation, Plaintiffs' and Defendants' counsel discussed all aspects of the case, including the risks of litigation and the risks to both parties of proceeding with a motion for class certification as well as the law relating to unpaid wages, meal periods, rest periods, reimbursements, wage statements, and final pay. (*Id.*) As a result of the mediation, the parties agreed to settle the lawsuit according to the terms set forth in the Settlement Agreement.

Class Counsel is of the opinion that the Settlement with Defendants for the consideration and terms set forth herein is fair, reasonable, and adequate. (Kim Decl., ¶ 17.) Based on the settlement negotiations, which were extensive and conducted in good faith and at arm's length between attorneys with substantial experience litigating wage and hour class action cases, the Settlement was the product of a non-collusive settlement process and compromises in the interest of reaching a full and complete settlement. (*Id.*) As a result, Class Counsel has determined that the Settlement set forth in this Settlement Agreement is in the best interests of the Class. (*Id*.)

III. SETTLEMENT AGREEMENT AND ACCOMPANYING DOCUMENTS

Under the terms of the proposed Settlement Agreement, Defendants have agreed to pay $3,323,000.00 ("Gross Settlement Amount") on a non-reversionary basis. (Kim Decl., ¶ 18; Exh. 1, § 1.21.) The "Net Settlement Amount," available for distribution to Class Members, shall be the Gross Settlement Amount, less the Class Counsel Fees Payment and Litigation Expenses Payment, the Class Representative Service Payment, the Administration Expenses Payment, the Individual PAGA Payments, and the LWDA PAGA Payment. (Kim Decl., ¶ 19; Exh. 1, §1.27.) These amounts are detailed as follows:

- Up to $1,107,666.67 to Class Counsel for attorneys' fees and up to $25,000.00 to Class Counsel for litigation costs (Kim Decl., ¶ 20; Exh. 1, §3.2.2);
- Up to $75,000.00 for the Administration Expense Payment (Kim Decl., ¶ 20; Exh. 1, §3.2.3);
- Up to $10,000.00 to each Plaintiff for a Class Representative Service Payment (for a total of $20,000.00) (Kim Decl., ¶ 20; Exh. 1, §3.2.1); and

- $200,000.00 for civil penalties under the PAGA, where 65% ($130,000.00) will be paid to the LWDA and 35% ($70,000.00) will be paid to Aggrieved Employees (Kim Decl., ¶ 20; Exh. 1, § 3.2.5.)

The "Individual Class Payment," which is each Class Member's share of the Net Settlement Amount, will be calculated and apportioned from the Net Settlement Amount based on the number of workweeks a Class Member worked during the Class Period as a non-exempt employee in California. (Kim Decl., ¶ 21; Exh. 1, §§ 1.22, 3.2.4.)

Class Members shall each receive a Class Notice via first class mail (after the Settlement Administrator conducts a national change of address search). (Kim Decl., ¶ 59; Exh. 1, § 7.4.2.) Class Members wishing to opt-out from the Class Settlement or object to its terms may send a written request for exclusion or a written objection to the Settlement Administrator within the time allotted. (Kim Decl., ¶ 61; Exh. 1, §7.5.) In addition, Class Members will have an opportunity to dispute the number of Workweeks and/or Pay Periods credited to them in their Class Notice. (Kim Decl., ¶ 61; Exh. 1; § 7.5, 7.6.) Class Members shall have 60 days from the date of mailing of the Class Notice to opt out of the Class Settlement, object to the Settlement, or dispute the number of Workweeks and Pay Periods and an additional 14 days for Class Members whose Class Notice was remailed. (Kim Decl., ¶ 26; Exh. 1; § 7.5, 7.6.)

IV. CERTIFICATION FOR SETTLEMENT PURPOSES ONLY IS APPROPRIATE

Express judicial policy favors maintaining wage-and-hour actions as class actions. (*Prince v. CLS Transp., Inc.* (2004) 118 Cal. App. 4th 1320, 1328; *Richmond v. Dart Indus., Inc.* (1981) 29 Cal. 3d 462.) Any doubt as to the appropriateness of class treatment should be resolved in favor of class certification, subject to later modification if necessary. (*Richmond*, 29 Cal. 3d at 473-75.) The decision to certify a class is procedural and should be based on the allegations in the operative complaint, and not in the perceived factual or legal merit of the class claims. (*Linder v. Thrifty Oil Co.* (2000) 23 Cal. 4th 429, 439-41.)

To certify a settlement class, the Court must find the two primary requirements for maintaining a class action: (1) there must be an ascertainable class, and (2) there must be a well-defined community of interest in the questions of law and fact involving the parties to be

represented. (*See Vasquez v. Superior Ct.* (1971) 4 Cal. 3d 800, 805-09; *Daar v. Yellow Cab Co.* (1967) 67 Cal. 2d 695, 704.) These criteria are met here for the reasons set forth below.

A. There Is a Numerous and Ascertainable Class.

Whether a class is ascertainable is determined by examining the class definition, the size of the class and the means available for identifying class members. (*See Vasquez, supra,* 4 Cal. 3d at 821-22; *Reyes v. Board of Supervisors of San Diego Cnty.* (1987) 196 Cal. App. 3d 1263, 1271.) Class members are "ascertainable" where they may be readily identified without unreasonable expense or time.

Plaintiffs contend, and Defendants do not dispute for settlement purposes only, that these requirements are met. Class Members are "all current and former non-exempt, hourly-paid employees who worked for Defendant Abercrombie & Fitch Stores, Inc. in the State of California at any time during the Class Period [from July 9, 2021, through the date the Court enters an order granting Preliminary Approval of the Settlement Agreement]." (Kim Decl., ¶ 71,) Defendants have identified a class of approximately 19,127 Class Members based on a review of its payroll and personnel records. (Kim Decl., ¶ 71.) Therefore, there is a numerous and ascertainable class.

B. There Is a Well-Defined Community of Interest.

A community of interest is established by the predominance of common issues of law and fact. *See Vasquez*, 4 Cal. 3d at 811. The requirement of a community of interest:

> [D]oes not depend upon an identical recovery, and the fact that each member of the class must prove his separate claim to a portion of any recovery by the class is only one factor to be considered ... The mere fact that separate transactions are involved does not of itself preclude a finding of the requisite community of interest so long as every member of the alleged class would not be required to litigate numerous and substantial questions to determine his individual right to recover subsequent to the rendering of any class judgment which determined in Plaintiff's favor whatever questions were common to the class.

Id. at 809.

Plaintiffs contend, and Defendants do not dispute for settlement purposes only, that common issues of fact and law predominate as to each of the claims alleged by Plaintiffs, and the

Class is united in its proof. (Kim Decl., ¶ 71.) Because Plaintiffs alleged a single scheme, "the relevant proof [does] not vary among class members" and "clearly presents a common question fundamental to all class members." (*See In Re NASDAQ Market-Makers Antitrust Litigation* (SDNY 1997) 172 F.R.D. 119, 123 (citing *In Re NASDAQ Market-Makers Antitrust Litigation*, (SDNY 1997) 169 F.R.D. 493, 518).) This inference "'eliminates the need for each class member to prove individually the consequences of the defendants' actions to him or her.'" (*Id.* at 1351 (quoting *Rosack v. Volvo of Am. Corp.* (1982) 131 Cal. App. 3d 741, 753 [emphasis added]).)

This action involves a determination about Defendants' alleged failure to provide meal period and rest periods, failure to pay wages and overtime due to allegedly common and unlawful policies, failure to pay final wages when required, failure to provide accurate paystubs, and failure to reimburse work-related expenses. Plaintiffs contend these practices affected Class Members in the same way. The outcome of litigation on this matter depends upon questions that are common to Class Members. (Kim Decl., ¶ 71.)

C. The Named Plaintiffs' Claims Are Typical.

A class representative's claims are typical when they arise from the same event, practice, or course of conduct that gives rise to the claims of other putative class members, and if their claims rest on the same legal theories. The class representative's claims must be "typical" but not necessarily identical to the claims of other class members. It is sufficient that the representative is similarly situated so that he or she will have the motive to litigate on behalf of all class members. (*Classen v. Weller* (1983) 145 Cal.App.3d 27, 47; *B.W.I. Custom Kitchens v. Owens-Illinois, Inc.* (1987) 191 Cal.App.3d 1341, 1347 ("[I]t has never been the law in California that the class representative must have identical interests with the class members.") Thus, it is not necessary that the class representative should have personally incurred all of the damages suffered by each of the other class members. (*Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 228.)

Plaintiffs contend, and Defendants do not dispute for settlement purposes only, that Plaintiffs' claims are typical of Class Members' claims because they arose from the same factual basis and are based on the same legal theories. (Kim Decl., ¶ 71.) Thus, the claims of Plaintiffs are typical of the claims of the putative class. (*Id.*) Accordingly, the typicality requirement is satisfied.

D. Adequacy Of Class Counsel and Class Representative.

Class Counsel are experienced in class actions, have represented Plaintiffs and the Class zealously, and have no conflicts of interest. (Kim Decl., ¶¶ 3-9, 71.) The Class Representatives' interests are aligned with those of the Class Members, they have suffered the same injuries as the Class Members and have no conflicts of interest. (*Id.*) Therefore, Class Counsel and the Class Representatives are adequate.

E. Predominance And Superiority.

Individual issues do not predominate over those common to the class. (Kim Decl., ¶71.) The class action mechanism is superior to individualized actions because Class Members have little incentive to bring claims that are small. (*Id.*) If Class Members are forced to litigate their claims individually, this would potentially result in approximately 19,127 individual actions against Defendants, each for relatively small amounts. (*Id*.) Hence, an individual suit would prove uneconomical for potential plaintiffs because litigation costs would dwarf a potential recovery. (*Id*.)

V. THE THREE STEP APPROVAL PROCESS

California Rule of Court 3.769 requires court approval of the settlement of class action lawsuits. Preliminary approval is merely the first of three steps that comprise the approval procedure for settlements of Class Actions. *See* Manual for Complex Litigation, Second §30.44 (1993); *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1801. The second approval step is the dissemination of notice of the settlement to all Class Members. (*Id*.) The third step is a final settlement approval hearing, at which evidence and argument concerning the fairness, adequacy, and reasonableness of the settlement may be presented and Class Members may be heard. (*Id.*)

The determination of whether a settlement should be preliminarily approved requires, "basic information about the nature and magnitude of the claims in question and the basis for concluding that the consideration being paid for the release of those claims represents a reasonable compromise." *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 133. However, the record need not contain an explicit statement of the maximum theoretical amount that the class could recover. *See Munoz v. BCI Coca-Cola Bottling Co. of Los Angeles* (2010) 186 Cal. App. 4th 399, 409 ("*Kullar* does not,… require any such explicit statement of value; it requires a record

which allows "an understanding of the amount that is in controversy and the realistic range of outcomes of the litigation."). "If the proposed settlement appears to be the product of serious, informed, non-collusive negotiations, has no obvious deficiencies, does not improperly grant preferential treatment to Class Representatives or segments of the class, and falls within the range of possible approval, then the court should direct that notice be given to the Class Members of a formal fairness hearing, at which evidence may be presented in support of and in opposition to the settlement." Manual for Complex Litigation, Second § 30.44, at 229.

In deciding whether to approve a proposed class action settlement, the Court must find that a proposed settlement is "fair, adequate, and reasonable" and falls within the "range of approval." *Dunk*, 48 Cal.App.4th at 1801-1802. The trial court considers all relevant factors, such as "the strength of plaintiffs' case, the risk, expense, complexity and likely duration of further litigation, the risk of maintaining class action status through trial, the amount offered in settlement, the extent of discovery completed and the stage of the proceedings, the experience and views of counsel, the presence of a governmental participant, and the reaction of the Class Members to the proposed settlement." *Id.* The Settlement satisfies all of these requirements.

VI. THE SETTLEMENT IS FAIR AND ADEQUATE

The Court's decision to preliminarily approve a settlement is granted great deference, as an exercise within its broad discretion. *Wershba v. Apple Computer, Inc*. (2001) 91 Cal. App. 4th 224, 234-235. As a matter of public policy, courts both encourage the use of the class action device and favor settlement over continued litigation. *See, e.g., Linder v. Thrifty Oil Co.* (2000) 23 Cal. 4th 429, 434 ("Courts have long acknowledged the importance of class actions as a means to prevent a failure of justice in our judicial system."); *Class Plaintiffs v. City of Seattle* (1992) 955 F.2d 1268, 1276 ("[S]trong judicial policy . . . favors settlements, particularly where complex class action litigation is concerned."). Applying the above factors, the proposed Settlement provides a substantial benefit to the Class. It is fair, reasonable, and adequate, and should be preliminarily approved.

A. The Strength of Plaintiffs' Case.

Plaintiffs allege that Defendants failed to pay minimum wages and overtime, failed to provide proper meal breaks or provide premium pay in lieu thereof, failed to provide proper rest breaks or provide premium pay in lieu thereof, failed to provide accurate wage statements, failed to timely pay all wages upon termination, and failed to reimburse necessary business expenses in violation of California law. (Kim Decl., ¶ 28.) Plaintiffs felt confident that they would obtain class certification of their claims in this case and prevail on the merits of those claims. (Kim Decl., ¶¶ 27-54.) On the other hand, Defendants contended that Plaintiffs' claims faced insurmountable hurdles for class certification and that their claims would fail on the merits given Defendants' compliant wage and hour policies and practices. (*Id*.)

F. The Risk of Maintaining Class Action Status Through Trial.

Plaintiffs have not yet filed their motion for class certification, and as such, the extent to which Plaintiff's proposed class is certifiable is somewhat speculative. (*Id.* at ¶ 55-58.) Absent a settlement, there was a risk that there would not be a certified class at the time of trial, or if there were, it could consist of a significantly smaller group of employees than the proposed Class resulting in less overall recovery. (*Id*.)

In class actions, decertification is always a possibility. There is always a risk that a trial of this magnitude can become unmanageable. (*Id.*) Given cases like *Duran v. U.S. Bank Nat. Assn.*, 59 Cal. 4th 1, 34 (2014) that deal with the complexity of using statistical samples in class actions, decertification is a real risk that Class Counsel must consider. A class trial would have also required expert witnesses, the accrual of extensive litigation costs, and the commitment of extensive further time and financial resources. (*Id*.) Finally, given the complexity and unsettled nature of the issues, it is likely that any outcome at trial would have resulted in a lengthy and costly appeal. (*Id*.) An appeal would result in further delay for the Class Members who have already waited years for resolution in this matter. (*Id*.) Risk and legal uncertainty must be dealt with in any litigation, and this Settlement was the product of compromise accounting for those risks and uncertainty. (*Id*.)

G. The Balance of Risk Factors and Kullar Analysis Support Approval.

In deciding whether to approve the Settlement, the Court must balance these risk factors against an "understanding of the amount in controversy and the realistic range of outcomes of the

litigation." *Kullar v. Foot Locker Retail, Inc*. (2008) 168 Cal. App. 4th 116, 130, 133; *Munoz v. BCI Coca-Cola Bottling Co. of Los Angeles* (2010) 186 Cal. App. 4th 399, 408-09. The court "must stop short of the detailed and thorough investigation that it would undertake if it were actually trying the case …." *Munoz*, at 408. Based on the data provided, Plaintiffs estimated the realistic exposure for the main claims in this case as follows: unpaid wage claim at $682,490.90, meal period claim at $91,193.40, rest period claim at $1,658,484.85, wage statement claim at $357,019.00, waiting time penalties at $1,096,263.52, reimbursement claim at $165,729.10, and PAGA claim at $705,980.00, for a total realistic exposure of $4,757,160.77. (Kim Decl., ¶ 27-54.)

The Gross Settlement Amount of $3,323,000.00 represents a recovery for the Class of approximately 70% of the total realistic exposure Plaintiffs estimated that Defendants could face on the main claims in this case. (*Id*.) Plaintiffs and Class Counsel submit that this is an excellent result in the face of uncertainty and the prospects of protracted and contested litigation through class certification, summary judgment, and trial.

There was a very real prospect that nothing would be recovered by the Class if litigation continued and class certification were ultimately denied. At the same time, further litigation would require the expenditure of significant time and financial resources, and there is always the possibility of adverse developments in the law and the likelihood of extended battles in both the trial court and courts of appeal. Settlement is a prudent compromise that benefits the Class Members promptly.

H. Experience and Views of Counsel

Experienced counsel, operating at arm's length, have weighed the strengths of the case, examined all the issues and risks of litigation, and endorsed the proposed Settlement. Class Counsel are experienced in class actions, have represented their clients zealously, and have no conflicts of interest. (Kim Decl., ¶¶ 3-9, 71). Class Counsel submits the Settlement is fair, adequate, and reasonable in view of the risks and other considerations addressed and is well-suited for final approval upon completion of the administration process. (Kim Decl., ¶ 71;).

VII. THE CLASS REPRESENTATIVE ENHANCEMENT PAYMENTS ARE FAIR AND REASONABLE

Plaintiffs are entitled to reasonable service payment for their efforts and initiative in bringing and helping to prosecute this class action. Plaintiffs spent significant time better apprising themselves of their rights, searching for attorneys, and contacting Class Counsel, who spent time with Plaintiffs discussing their case and the law. (Kim Decl., ¶¶ 66-70.) In the end, Plaintiffs decided to vindicate not only their own rights but also those of their co-workers by filing a class action lawsuit.

But Plaintiffs did not allow their fear of the potential repercussions of being a class representative deter them from acting for the benefit of Class Members. (*Id.*) They have devoted time to helping Class Counsel effectively develop and prosecute this action. (*Id.*) Plaintiffs have provided Class Counsel with information about Defendants and about the industry generally, reviewed documents, identified witnesses, consulted Class Counsel throughout the litigation, monitored the progress of the litigation with Class Counsel, and reviewed and signed the settlement agreement. (*Id.*)

In light of the foregoing, Class Counsel believes that the incentive award in the amount of $10,000.00 to each of the Class Representatives is fair and reasonable. (*Id.*)

VIII. THE PROPOSED CLASS NOTICE PROVIDES ADEQUATE NOTICE TO THE CLASS MEMBERS.

Constitutional due process requires that class members be provided with sufficient information to make an informed decision as to whether to accept or object to the settlement. *Mullane v. Central Hanover Bank & Trust Co.* (1950) 339 U.S. 306. The notice must apprise the class members of the pendency of the action; reasonably convey information regarding the settlement and the class members' rights, entitlements, and obligations; and afford class members the opportunity to present their objections. (*Id.*)

The standard for determining the adequacy of notice is whether the notice has "a reasonable chance of reaching a substantial percentage of the class members." (*Cartt v. Superior Court* (1975) 50 Cal.App.3d 960, 974.) Here, the Class Notice will be sent via first-class mail to each class member. (Kim Decl., ¶ 54.) If any Class Notices are returned undeliverable without a forwarding address, the Settlement Administrator will use the national change of address database and perform

a skip trace to locate the class member and mail a new Class Notice to him or her at the correct address. (*Id.*) Thus, most, if not all, Class Members will likely receive the Class Notice. Pursuant to controlling authority, the proposed Class Notice and method of distribution fully comport with due process requirements. Therefore, the Court should approve the Class Notice and direct that it be distributed as proposed herein.

X. THE UNOPPOSED AWARD OF ATTORNEYS' FEES AND COSTS IS REASONABLE AND SHOULD BE APPROVED

Under the Settlement Agreement, subject to approval by this Court, Class Counsel seeks a Class Counsel Fees Payment of $1,107,666.67 and reimbursement of actual costs incurred in the Action, which is currently estimated not to exceed $25,000.00.

Class Counsel submits it has the requisite experience, knowledge, and resources to serve as Class Counsel and to zealously represent the Class. (Kim Decl., ¶¶ 3-9). Class Counsel has incurred substantial hours in prosecuting this action on a contingency basis and will not receive any compensation for their efforts until recovery is obtained for the Class. (Kim Decl. ¶ 63.) In addition, Class Counsel's efforts in reaching the Settlement on behalf of the Class will confer a significant benefit to the Class. As such, the requested award of attorneys' fees and costs are reasonable.

XI. ACTION REQUESTED AS A PART OF THE MOTION FOR PRELIMINARY APPROVAL

Plaintiffs respectfully request this Court: (1) grant preliminary approval of the Settlement; (2) certify the Class for settlement purposes; (3) approve D.Law, Inc. as Class Counsel; (4) approve Plaintiffs as the Class Representatives; (4) approve Phoenix as the Settlement Administrator; and (5) schedule a final approval hearing.

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Dated: November 4, 2026

Respectfully submitted,

D.LAW, INC.

By _____
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Matthew Carraher
Attorneys for Plaintiffs and the Class