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SUPERIOR COURT OF CALIFORNIA

COUNTY OF SAN BERNARDINO

MICHAEL BOLDS, on behalf of himself and all others similarly situated, Plaintiff, v. TRANSPORTUS INC., a California Corporation; and DOES 1 Through 10, inclusive, Defendant.	Case No. CIVSB2515019 ASSIGNED FOR ALL PURPOSES TO: The Honorable Donald Alvarez Department S23 **CLASS ACTION** **MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT OF PLAINTIFF'S MOTION FOR: 1) FINAL APPROVAL OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT AND 2) APPROVAL OF ATTORNEYS' FEES AND COSTS, ADMINISTRATION COSTS, AND CLASS REPRESENTATIVE SERVICE AWARD** Date: October 28, 2026 Time: 9:00 a.m. Dept.: S23 Complaint filed: May 27, 2025 Trial date: Not Set

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I. INTRODUCTION

Class Counsel[1] successfully negotiated a California class and representative action Settlement against Defendant TransportUS, Inc. ("TransportUS" or "Defendant") which provides a common fund of $150,000.00 to be paid to approximately 190 Participating Settlement Class Members. This Settlement resolves the claims of current and former non-exempt drivers employed by Defendant in California between May 27, 2021 and February 24, 2026[2] (the "Class Period").

100% of the money will be paid out as there is no reversion to Defendant. The response to the Settlement is overwhelmingly positive - out of 191 Settlement Class Members who received the notice, there are no objections and only 1 opt out. Declaration of Jarrod Salinas on behalf of Phoenix Settlement Administrators ("Phoenix Decl."), ¶¶6-9. The average Class Member will receive a settlement payment of approximately $345.52, and the highest payment is $1,303.77. *Id*. at ¶12.

Class Counsel's fee request of $50,000.00, one-third of the Gross Settlement Amount, is well within the range commonly awarded in comparable cases and is well-justified here, particularly considering the results achieved on behalf of the Class, and the amount of work contributed by Class Counsel during this litigation. Class Counsel's fee request is also supported by a lodestar multiplier cross-check. Plaintiff's counsel total lodestar in this matter is $95,507.50. Declaration of Isam C. Khoury ("Khoury Decl."), ¶¶34, 36, 47; Walter L. Haines ("Haines Decl."), ¶¶7-9. Based on this total lodestar, the resulting **multiplier is negative 0.52**. ($50,000/$95,507 = 0.523, a 47.64% reduction.) Khoury Decl., ¶38.

Plaintiff further requests the Court award Counsel $10,351.00 for out-of-pocket litigation costs. These costs are reasonable and were necessary to conduct the litigation. Khoury Decl.,

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[1] This memorandum exceeds the 15-page limit under the California Rules of Court, rule 3.1113(d), because it combines two motions" (1) final approval of the settlement; and (2) approval of attorneys' fees and Plaintiff's service award. Each motion would separately be subject to a 15-page limit.

[2] Defendant invoked paragraph 35 of the Settlement Agreement (the "escalator clause"), which permitted Defendant to cut off the Class Period as of the date the number of workweeks did not exceed 12,138, which was February 24, 2026. Khoury Decl., ¶13.

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¶¶34, 36, 47; Haines Decl., ¶10. Also, the Settlement Administrator, Phoenix Settlement Administrators, shall be awarded $6,500 for its services in administering this Settlement. Settlement Agreement, ¶¶13.

Lastly, Plaintiff Michael Bolds requests a Service Award of $10,000 for his services to the Class. Plaintiff performed his duties as the Class Representative and has always put the interest of Class Members above his own. This amount is justified by Plaintiff's dedication to this action, and the risks undertaken in commencing this suit. *See* Bolds Decl., ¶¶5, 7-12.

II. THE SETTLEMENT MEETS THE CRITERIA FOR FINAL APPROVAL

A. Legal Standard for Final Approval

The settlement of a class action requires approval of the court. Cal. Rules of Court, Rule 3.769. To warrant final approval, a class settlement must be fair, adequate, and reasonable. *Dunk v. Ford Motor Co*. (1982) 48 Cal.App.4th 1794, 1801 (citation omitted). The purpose of this requirement is to "prevent fraud, collusion or unfairness to the class." *Id.* at p. 1800. The court has broad discretion in determining whether to approve or reject a proposed settlement, but generally, there is a strong judicial preference for pre–trial settlement of complex class actions. *Wershba v. Apple Computer, Inc*. (2001) 91 Cal.App.4th 224, 245 (disapproved on other grounds by *Phoenix v. Restoration Hardware, Inc.* (2018) 4 Cal.5th 260); *Officers for Justice v. Civil Serv. Comm'n of S.F*. (9th Cir. 1982) 688 F.2d 615, 625; *7-Eleven Owners for Fair Franchising v. Southland Corp*. (2000) 85 Cal. App. 4th 1135, 1145.

Courts consider the relevant factors when evaluating the fairness of a class action settlement, including "the strength of the 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." *Dunk,* 48 Cal.App.4th at p. 1801 (citations omitted). These factors are not exhaustive, and courts are "free to engage in a balancing and weighing of factors depending on the circumstances of each case." *Wershba,* 91 Cal.App.4th at p. 245.

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Generally, a presumption of fairness exists where: (1) the settlement is reached through arm's–length negotiations; (2) investigation and discovery are sufficient to allow counsel and the court to act intelligently; (3) counsel is experienced in similar litigation; and (4) the percentage of objectors is small. *Dunk*, 48 Cal.App.4th at p. 1802. Ultimately, the court "must at least satisfy itself that the class settlement is within the 'ballpark' of reasonableness," which requires receiving "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. This Settlement satisfies these requirements, for the following reasons.

1. The Settlement is the Product of Arms' Length and Informed Negotiations

A presumption of fairness generally applies to a class settlement that resulted from arm's–length negotiations. *Dunk*, 48 Cal.App.4th at pp. 1801-02. This Settlement is the product of arm's–length bargaining between attorneys who are highly experienced in complex class actions. Khoury Decl., ¶¶2-11, 41; Haines Decl., ¶2. Settlement Class Counsel thoroughly evaluated the evidence supporting the claims and defenses at issue, and were very well positioned to evaluate the Settlement's relative strengths and benefits. The parties are well–versed in the evidentiary record upon which Plaintiff's claims are based. Khoury Decl., ¶¶18, 21-29. At the time of mediation, the parties understood their respective positions. *Id*. As a result of the work performed in this case, the real value of the class claims was well known, and Class Counsel determined that the Settlement with TransportUS is fair, reasonable, and adequate.

Lastly, "[t]he assistance of an experienced mediator in the settlement process confirms that the settlement is non-collusive." *Satchell v. Fed. Express Corp*. (N.D. Cal. Apr. 13, 2007) 2007 WL 1114010, at *4; *see also Kullar*, 168 Cal.App.4th at p. 129. Here, the Parties engaged in mediation before experienced neutral, Retired Judge Howard Broadman. Khoury Decl., ¶19. The involvement of a mediator further supports the finding that the settlement was free of collusion. After additional months of arms'-length negotiations, the Parties finalized the terms of the settlement agreement submitted for the Court's approval. Thus, this factor warrants approval.

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2. The Settlement Amount is Fair and Reasonable

To determine the fairness of the proposed settlement amount, the strength of the plaintiff's case on the merits is balanced against the settlement offer. *Nat'l Rural Telecomm. v. DirectTV, Inc.* (C.D. Cal. 2004) 221 F.R.D. 523, 526. Even where plaintiff's case might be strong, litigation poses risks, especially where the defendant denies liability. *See Thieriot v. Celtic Ins. Co*. (N.D. Cal. Apr. 21, 2011) 2011 WL 1522385, at *5.

Here, the Gross Settlement Amount of $150,000 is fair and reasonable as it guarantees cash payments to Class Members, without any risks, costs, and uncertainty of prolonged litigation. Khoury Decl., ¶20. Plaintiff incorporates by reference the *Kullar* analysis performed in Plaintiff's motion for preliminary approval filed on April 30, 2026. In summary, TransportUS's maximum realistic liability for Plaintiff's direct claims is $914,295, with an additional $736,956 in derivative wage statement and waiting time penalties, for a total of $1,651,251. Thus, the Gross Settlement Amount represents approximately 16.4% of Defendant's maximum realistic liability for Plaintiff's direct claims and 9.1% of Defendant's maximum realistic liability for all Plaintiff's claims. This result is well within the range of settlements commonly approved by California state and district courts. *Id*.; *see also* P&As in support of Prelim. Approval, at 17:1-18:18.

Taking all these factors into consideration, this Settlement is an excellent result and "the fact that a proposed settlement may only amount to a fraction of the potential recovery does not…mean that [it]…should be disapproved." *7-Eleven Owners,* 85 Cal.App.4th at p. 1150, citing *Linney v. Cellular Alaska P'ship* (9th Cir. 1998) 151 F.3d 1234, 1242. Thus, this factor warrants approval.

3. Sufficient Discovery has been Completed to Warrant Settlement

Another factor reinforcing the presumption of fairness is whether sufficient investigation and discovery has been conducted to allow the counsel and the court to assess the fairness of the settlement. *Dunk,* 48 Cal.App.4th at p. 1802. However, the settlement can be approved even in the absence of any discovery, if other factors are satisfied. *In re TD Ameritrade Account Holder Litig*. (N.D. Cal. Sept. 13, 2011) 2011 WL 4079226, at *6. The bottom line is "the parties have sufficient information to make an informed decision about settlement." *Durham v. Cont'l Cent.*

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Credit, Inc. (S.D. Cal. Jan. 10, 2011) 2011 WL 90253, at *3, citing *Linney,* 151 F.3d at p. 1239.

The Parties carefully investigated the claims and facts alleged in this action, and Plaintiff has made a thorough study of the legal principles applicable to the claims asserted against Defendant. Plaintiff's counsel received data points, documents, and policies to evaluate Plaintiff's claims. As a result of careful investigation of the claims in this action and pre-mediation analysis, the Parties had a clear understanding of their respective claims and defenses. Khoury Decl., ¶21.

At the time the Parties engaged in negotiations, they knew and understood their respective positions. As a result of the investigation and analysis performed in this case, the real value of the class claims was well known, and the parties and the Court had sufficient information to act intelligently in agreeing to, and approving, the settlement. *See Wershba*, 91 Cal.App.4th at p. 245; *see also Kullar,* 168 Cal.App.4th at p. 129. Thus, this factor warrants approval.

4. Class Counsel is Experienced, and Endorses the Settlement

In contemplating the final approval of the settlement, courts consider Class Counsel's experience and success in similar class actions. *Dunk,* 48 Cal.App.4th at p. 1802. Class Counsel's recommendation of the settlement should be given weight because "[p]arties represented by competent counsel are better positioned than courts to produce a settlement that fairly reflects each party's expected outcome in the litigation." *In re Pacific Enters. Sec. Litig*. (9th Cir. 1995) 47 F.3d 373, 378.

Here, Class Counsel has extensive experience in wage and hour class actions, having worked on and settled hundreds of complex employment law cases for decades. *See* Khoury Decl., ¶¶2-11, 41; Haines Decl., ¶2. Through their extensive investigation, discovery, and settlement, Class Counsel have a thorough understanding of this action and believe this Settlement meets the standard required for the Court's approval. Khoury Decl., ¶¶19-22. Class Counsel's experience and endorsement of this Settlement warrants final approval.

5. Class Members' Positive Reaction Warrants Final Approval

Another factor that may be considered at final approval is the reaction of class members to the settlement. *Dunk,* 48 Cal.App.4th at p. 1801. Here, the Class reaction to the proposed Settlement has been overwhelmingly favorable. Per the Court's Order preliminarily approving

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the settlement, the Class Notice was mailed to all Class Members on July 31, 2026. Phoenix Decl., ¶5. Out of 191 Settlement Class Members who received the notice, there are zero objections and only one opt out. *Id.* at ¶¶7, 8. "The absence of any objector strongly supports the fairness, reasonableness, and adequacy of the settlement." *Martin v. AmeriPride Servs*. (S.D. Cal. June 9, 2011) 2011 WL 2313604, at *7; *In re Omnivision Techs., Inc*. (N.D. Cal. 2007) 559 F.Supp.2d 1036, 1043; *see also Dunk,* 48 Cal.App.4th at p. 1802; *Nobles v. MBNA Corp*. (N.D. Cal. June 29, 2009) 2009 WL 1854965, at *2 (marginal opt outs from the Settlement suggests the Settlement is fair, adequate, and reasonable).

The lack of objections and opt outs indicates the Settlement is adequate.

6. The Proposed Plan of Allocation is Fair and Reasonable

Plans of allocation are subject to the same standard of review as class action settlements; they must be "fair, adequate and reasonable." *Officers for Justice*, 668 F.2d at pp. 624-25, 628-30. The proposed plan of allocation of the settlement funds in this case is fair and reasonable, and should be given final approval by the Court.

The Class Notice informed Class Members how all of the Settlement funds would be allocated and the Class Members' estimated individual recovery. Specifically, the Class Notice explained the payment to the Class Members would be calculated based on the number of workweeks worked during the Settlement Class Period. Phoenix Decl., ¶5, Ex. A, pp. 2, 4. This formula is realistic because Settlement Class Members' individual recovery is proportionate to the amount of time they were employed with Defendant. Khoury Decl., ¶30. This plan of allocation is fair and reasonable, and therefore warrants approval.

7. Uncashed Check Distribution is Proper

Settlement checks will be valid and negotiable for 180 days. Settlement Agreement, ¶47. After that time, the Parties will seek the Court's approval to donate the funds represented by uncashed checks, plus interest, to the California Controller's Unclaimed Property Fund in the name of the Class Member, leaving no "unpaid residue" subject to California Code of Civil Procedure section 384(b). *Id*. In no event will any of the funds revert to Defendants.

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8. The Presence of Government Participant

Most courts have granted final approval to settlements that settle PAGA claims without directly addressing the "governmental participant" factor; instead, they have typically weighted the appropriateness of the PAGA allocation to the LWDA as part of the overall amount offered in the settlement. *Torchia v. W.W. Grainger, Inc*. (E.D. Cal. 2014) 304 F.R.D. 256, 263 n.2. As the Court has already preliminarily approved the allocation of $7,500 to cover claims for civil penalties under PAGA, of which 65% ($4,875) will be paid to the LWDA and 35% ($2,625) to Aggrieved Employees, the Court need not engage in any further analysis of the "governmental participant" factor. Settlement Agreement, ¶14; Khoury Decl., ¶32.

B. The Class Received Adequate Notice

The Court–approved Class Notice adequately protects the due process rights of all Class Members, and satisfied California Rules of Court, Rules 3.766 and 3.769(f). The manner of giving notice, and the content of the notice, must "fairly apprise the prospective members of the class of the terms of the proposed settlement and of the options that are open to them in connection with the proceedings." *7-Eleven Owners*, 85 Cal.App.4th at p. 1164 (citations omitted). Appropriate notices have a "reasonable chance of reaching a substantial percentage of the class members." *Wershba*, 91 Cal.App.4th at p. 251 (citation omitted).

Here, Plaintiff complied with the Court–approved Notice plan. The Notice was highly informative, as it advised Class Members, in simple terms, of: (1) basic information about this action and the Settlement; (2) an estimate of workweeks worked by Class Members during the Settlement Class and Period and an explanation how Class Members can dispute this estimate; (3) an estimate of the Individual Payment Amounts; (4) an explanation how Class Members can exercise their right to opt-out from, or object to, the Settlement; (5) an explanation that any claims against the Defendant that could have been litigated in this Action will be released if the Settlement Class Member does not opt out; (6) the date of the Fairness Hearing and an explanation of eligibility to appear at the Fairness Hearing; and (7) the telephone number Class Members can use to obtain more information, as well as the website where settlement documents are available. *See* the Court-approved Notice.

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Lastly, the Notice disclosed how much of the Settlement amounts would be allocated as attorneys' fees and costs, the Service Award for the named Plaintiff, and the estimated Settlement Administration Costs. *See* Notice.

In sum, the Notice plan was carefully tailored to apprise Class Members of the Settlement and this approval process. Thus, the Notice is reasonable and satisfies due process and the requirements of California law.

III. LEGAL BASIS FOR AN AWARD OF ATTORNEYS' FEES AND COSTS

The decision to award attorneys' fees "is committed to the sound discretion of the trial court." *Olson v. Cohen* (2003) 106 Cal. App. 4th 1209, 1217. Under California law, the court awards reasonable attorneys' fees and costs when a litigant proceeding in a representative capacity secures a "substantial benefit" for a class of persons. *Serrano v. Priest* (1977) 20 Cal. 3d 25, 38. The lodestar-multiplier method with a percentage of the fund cross-check is a benchmark method for the determination of the attorneys' fee award in a case such as this one, where the fees are to be paid from a common settlement fund obtained for the benefit of the class. *Hanlon v. Chrysler Corp*. (1999) 150 F.3d 1011, 1029; *Dunk,* 48 Cal.App.4th at 1810. Class Counsel's lodestar is the reasonable number of hours expended for the services provided, multiplied by the reasonable hourly rate, calculated at prevailing market rates for the same services. *Hensley v. Eckerhart* (1983) 461 U.S. 424, 433. The lodestar figure may be then adjusted based on the consideration of specific factors, in order to fix the fee award at the fair market value for the legal services provided in a contingent fee case. *In re Consumer Privacy Cases* (2009) 175 Cal.App.4th 545, 556-57. These factors include the novelty and difficulty of the questions presented; time and labor required; skill of the attorneys; preclusion of other employment; contingent risk of the action; awards in similar cases, and results achieved. However, it is not a strict formula, and the court need not discuss each factor. *People ex rel. Dept. of Transp. v. Yuki* (1995) 31 Cal.App.4th 1754, 1771; *see also Serrano,* 20 Cal.3d at p. 49.

Further, the percentage of the fund method is also a valuable tool to determine an amount of a reasonable fee. *Laffitte v. Robert Half Int'l Inc*. (2016) 1 Cal.5th 480, 503. The awarding of a fee based on a percentage of the common fund recovered is to "spread litigation costs

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proportionately among all the beneficiaries so that the active beneficiary does not bear the entire burden alone." *Vincent v. Hughes Air West, Inc*. (9th Cir. 1977) 557 F.2d 759, 769.

Lastly, equity supports the award of attorney fees. Class actions serve the policy goals of efficient judicial management; they set a procedure where one judgment covers all claimants, ensuring the rights of citizens are exonerated, even where their individual claims are relatively small and/or their financial means are lean, such that an attorney would be unlikely to accept the financial risk of an individual representation. *Keating v. Super. Ct*. (1982) 31 Cal. 3d 584, 609 (reversed in part on other grounds). Accordingly, "it is well settled that the lawyer who creates a common fund is allowed an extra reward...so that he might share the wealth of those upon whom he has conferred a benefit." *Paul, Johnson, Alston & Hunt v. Graulty* (9th Cir. 1989) 886 F.2d 268, 271 (emphasis in original). Here, equity supports an award of attorneys' fees and costs, because without this class action, individual claims would likely never see the light of day, nor achieve corrective measures or compensate a class.

IV. FEE AWARD IS PROPER UNDER LODESTAR/MULTIPLIER METHOD

The method for assessing whether a fee award in a wage and hour class action such as this one is reasonable is the lodestar/multiplier method. A "strong presumption" exists that the lodestar amount represents a reasonable fee. *Chavez v. Blue Sky Nat. Beverage Co.* (N.D. Cal. June 1, 2012) 2012 WL 12921300, at *4, citing *Gates v. Deukmejian* (9th Cir. 1992) 987 F.2d 1392, 1397. The lodestar amount is calculated by multiplying all reasonable hours spent on the case by Class Counsel's reasonable hourly rate. *Hensley*, 461 U.S. at p. 433. The lodestar figure can be then augmented or multiplied to reflect additional factors to consider in determining a reasonable attorney fee award. *Vizcaino v. Microsoft Corp*. (9th Cir. 2002) 290 F.3d 1043, 1048-50. The California Supreme Court confirmed this lodestar approach

> The reasonable hourly rate is that prevailing in the community for similar work. The lodestar figure may then be adjusted, based on consideration of factors specific to the case, in order to fix the fee at the fair market value for the legal services provided.

PLCM Group. Inc. v. Drexler (2000) 22 Cal. 4th 1084, 1095 (internal quotations omitted). Here, consideration of Class Counsel's lodestar strongly supports the reasonableness of the requested fee award. Class Counsel seeks an attorneys' fee award of $50,000.00 whereas Class Counsel's

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lodestar in this case is $95,507.50 Khoury Decl., ¶36, Ex. 1; Haines Decl., ¶¶6-9. If the fee award were calculated using the lodestar, rather than the common fund method, no multiplier would be needed. The request represents a "negative multiplier" of 0.52. ($50,000/$95,507 = 0.523, a 47.64% reduction.) Khoury Decl., ¶38.

Further, the hours Class Counsel expended in this action are reasonable, as well as the out-of-pocket costs Class Counsel incurred while prosecuting this action. Khoury Decl., ¶¶36, 37, 47, Ex. 1; Haines Decl., ¶¶6-9.

A. Counsel's Hourly Rates are Reasonable

Class Counsel is entitled to the hourly rates charged by attorneys of comparable experience, reputation, and ability for similar litigation. *Ketchum v. Moses* (2001) 24 Cal.4th 1122, 1133. "Generally, the courts will look to equally difficult or complex types of litigation to determine which market rates to apply." *Syers Props. III v. Rankin* (2014) 226 Cal. App. 4th 691, 700. Payment at full market rates is essential to fulfill the goal of enticing qualified counsel to undertake difficult complex litigation, such as this one. *San Bernardino Valley Audubon Soc'y v. Cnty. of San Bernardino* (1984) 155 Cal. App. 3d 738, 755.

Here, Class Counsel has significant experience with complex wage and hour class action cases and regularly litigates wage and hour claims justifying comparable fee awards in Superior Courts throughout California. Khoury Decl., ¶¶2-11, 41; Haines Decl., ¶2. The accompanying declarations of Class Counsel set forth the hours of work and billing rates used to calculate the lodestar. Khoury Decl., ¶¶36, 44, Ex. 1; Haines Decl., ¶¶6, 7, 9. Attorney declarations are satisfactory evidence of prevailing market rates. *Raining Data Corp. v. Barrenechea* (2009) 175 Cal.App.4th 1363, 1375; *Welch v. Metro. Life Ins. Co*. (9th Cir. 2007) 480 F.3d 942, 947.

Here, the requested hourly rates have already been approved by many courts in other employment-related actions, where Plaintiff's counsel also served as Class Counsel, and are in line with the market rates throughout California. *See Schneider v. Chipotle Mexican Grill, Inc*. (N.D. Cal. Nov. 4, 2020) 2020 WL 6484833, at *11; *see also Hefler v. Wells Fargo & Co*. (N.D. Cal. Dec. 18, 2018) 2018 WL 6619983, at *14; *In re Volkswagen "Clean Diesel" Mktg., Sales Practices, & Prods. Liab. Litig*. (N.D. Cal. Mar. 17, 2017) 2017 WL 1047834, at *5. Those rates

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are in line with the hourly rates Class Counsel request here: $700 to $1,100 for attorneys and $175-$200 for paralegals. Khoury Decl., ¶¶36, 43-45; Haines Decl., ¶6. Class Counsel's skill and experience justify these rates. Plaintiff's attorneys practice litigation with a focus on representing employees in wage and hour class actions, are held in high regard by the legal community, and their practice is a very specialized and high-risk area of law. See Khoury Decl., ¶¶2-11, 41; Haines Decl., ¶2.

B. Counsel's Hourly Rates are Reasonable

Class Counsel are entitled to be compensated for reasonable time spent at all points in the litigation. Reasonable hours include, in addition to time spent during litigation, the time spent before the action is filed, including time spent interviewing the clients, investigating the facts and the law, and preparing the initial pleadings. *New York Gaslight Club, Inc. v. Carey* (1980) 447 U.S. 54, 62. Further, the fee award should include fees incurred to establish and defend the attorneys' fee claim. *Serrano v. Unruh* (1982) 32 Cal.3d 621, 639.

Here, Counsel spent 136.9 hours litigating this case and bringing it to fruition. This includes time billed investigating the claims and drafting pleadings, law and motion practice, preparing for and attending mediation, court appearances, reviewing documents, researching legal authorities, and extensive communications and meetings among the parties and counsel. Khoury Decl., ¶36, Ex. 1; Haines Decl., ¶8. Further, Class Counsel will incur additional billable hours to oversee the settlement distribution process. Khoury Decl., ¶37. Thus, Class Counsel requests that the court find that these hours were reasonably expended in this litigation.

V. FACTORS JUSTIFYING THE APPROVAL OF THE REQUESTED ATTORNEY FEE AWARD ARE SATISFIED

In determining the reasonableness of a fee request (and a multiplier), the Court considers a variety of factors, such as: (a) the results achieved; (b) the risk involved with the litigation; (c) counsel's skill, experience, and quality of work; (d) the contingent nature of the fee; (e) awards made in similar cases; (f) the reaction of the class; and (g) the comparison of the benchmark with counsel's lodestar. *Craft v. Cty. of San Bernardino* (C.D. Cal. 2008) 624 F. Supp. 2d 1113, 1116–17; *Serrano*, 20 Cal.3d at p. 49. Here, those factors are satisfied.

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A. The Results Achieved

"The total result and benefit to the class from the litigation is the most critical factor in granting a fee award." *In re Omnivision*, 559 F.Supp.2d at 1046; *Glendora Cmty. Redev. Agency v. Demeter* (1984) 155 Cal.App.3d 465, 475-76; *Lealao v. Beneficial California* (2000) 82 Cal.App.4th 19, 40. Here, the all-cash Settlement amount is $150,000 without any risks, costs, and uncertainty of prolonged litigation. Class Members need not do anything to receive a payment. As presented in Plaintiff's motion for preliminary approval, which Plaintiff incorporates here by reference, the Settlement represents 16.4% of TransportUS's maximum realistic liability for Plaintiff's direct claims, and 9.1% of TransportUS's maximum realistic liability for all Plaintiff's claims. This recovery is well within the range of recoveries approved by other courts. *Bellinghausen v. Tractor Supply Co*. (N.D. Cal. 2014) 303 F.R.D. 611, 623-24; *Thomas v. Cognizant Tech. Sols. U.S. Corp*. (C.D. Cal. June 24, 2013) 2013 WL 12371622, at *6; *Stovall-Gusman v. W.W. Granger, Inc*. (N.D. Cal. June 17, 2015) 2015 WL 3776765, at *4. Simply put, "the fact that a proposed settlement may only amount to a fraction of the potential recovery does not… mean that [it]…should be disapproved." *7-Eleven Owners*, 85 Cal.App.4th at p. 1150 (citation omitted).

This Settlement provides substantial relief to all Class Members without further delay, and without the risks associated with arbitration proceedings, trial, and appeal. *See* Khoury Decl., ¶¶14, 16, 22. Thus, the results achieved weigh in favor of granting the requested attorneys' fees.

B. The Risk Involved with the Litigation

The risk that continued litigation could result in no recovery is an important factor in awarding fees. Here, Class Members will receive an average of approximately $345.52, or $1,303.77 at most, without further litigation. Phoenix Decl., ¶12. Plaintiff acknowledges substantial risks that continued litigation would not yield a better result. Khoury Decl., ¶¶14, 22.

First, Defendant contends Plaintiff signed an arbitration agreement that, if enforced, would bar his wage and hour claims from proceeding in court. *Id*., ¶23.

Plaintiff also faced substantial risks on his class claims. As to off-the-clock work, Defendant would argue it was entitled to rely on its time records because it provided a means to

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record work time. *Brinker Rest. Corp. v. Super. Ct.* (2012) 53 Cal.4th 1004, 1051; *Hertz v. Woodbury County* (8th Cir. 2009) 566 F.3d 775, 781-782; *Jong v. Kaiser Found. Health Plan, Inc.* (2014) 226 Cal.App.4th 391, 398-399. Khoury Decl., ¶24. TransportUS's meal and rest break policies also appear facially lawful, and Plaintiff's records show he was paid substantial meal period premiums for non-compliant meal breaks. Accordingly, this evidence is likely insufficient to raise a presumption under *Donohue v. AMN Servs., LLC* (2021) 11 Cal.5th 58, 74. *See Smith v. 9W Halo W. OpCo L.P.* (N.D. Cal. Mar. 28, 2025) 2025 U.S. Dist. Lexis 59497, **10-12. Khoury Decl., ¶25. Further, the absence of rest-break timekeeping presented additional challenges to establishing liability and damages. *Id.,* ¶26.

Defendant further contends that necessary communication equipment was provided to drivers. and that Plaintiff's expense reimbursement claim would be susceptible to summary judgment absent a request for reimbursement. *Hammit v. Lumber Liquidators* (S.D. Cal. 2014) 19 F. Supp. 3d 989, 1001. Khoury Decl., ¶27. Defendant will also argue that Plaintiff and Class Members received proper reporting time pay. *Id*., ¶28.

Finally, Plaintiff's wage statement and waiting time claims are derivative of his underlying wage claims and would fail if those claims failed. *Gomez v. Lincare, Inc*. (2009) 173 Cal.App.4th 508, 524-25; *Maldonado v. Epsilon Plastics, Inc*. (2018) 22 Cal.App.5th 1308, 1336-37. Khoury Decl., ¶29.

Thus, the arbitration defense and significant risks concerning the underlying wage, break, reimbursement, reporting time, and derivative claims created substantial uncertainty regarding any recovery. This risk weighs in favor of the requested fee award.

C. Counsel's Skill, Experience, and Quality of Work

"The prosecution and management of a complex class action require unique legal skills and abilities." *Knight v. Red Door Salons, Inc*. (N.D. Cal. Feb. 2, 2009) 2009 WL 248367, at *6, citing *Edmonds v. United States* (D.S.C. 1987) 658 F.Supp.1126, 1137. Here, Class Counsel has decades of experience in prosecuting complex class actions - in particular class actions for violations of state and federal wage and hour laws - and has achieved settlements amounting to hundreds of millions of dollars on behalf of class members. Class Counsel has been lead or co-

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lead counsel in hundreds of class action cases in California and throughout the United States, and was counsel of record in over thirty reported appellate cases. Khoury Decl., ¶¶2-11, 41; Haines Decl., ¶2. Thus, this factor supports the requested attorneys' fees.

D. The Contingent Nature of the Fee

Courts have long recognized the public interest is served by rewarding attorneys who assume representation on a contingent basis with an enhanced fee to compensate them for the risk they might be paid nothing at all for their work. *See Greene v. Dillingham Constr. NA., Inc*. (2002) 101 Cal.App.4th 418, 428-29. Without the premium incentives for risk, most attorneys would not accept cases on a contingency basis. Thus, a "contingent fee must be higher than a fee for the same legal services paid as they are performed." *Ketchum,* 24 Cal.4th at 1132-33.

Here, Class Counsel prosecuted this case on a contingent basis, agreeing to advance all necessary expenses and taking a risk that they would not get paid at all if there is no recovery. Class Counsel's outlay of time and money in this case has been considerable. Class Counsel have spent 136.9 hours investigating, analyzing, researching, litigating, and negotiating a favorable resolution of this case, and have incurred $10,351.00. in necessary litigation expenses. Khoury Decl., ¶¶18, 19, 36, 47, Ex. 1; Haines Decl., ¶¶5, 7-10.

Class Counsel expended these resources despite the risk they may never be compensated at all. Class Counsel's "substantial outlay, when there is a risk that none of it will be recovered, further supports the award of the requested fees" here. *In re Omnivision*, 559 F. Supp. 2d at p. 1047. Thus, this factor favors award of the requested attorneys' fees.

E. Awards Made in Similar Cases

Here, Plaintiff's counsel is seeking one-third of the Gross Settlement Amount in attorneys' fees, which is the typical fee request frequently approved by the California state courts. "Empirical studies show that, regardless whether the percentage method or the lodestar method is used, fee awards in class actions average around one-third of the recovery." *Chavez v. Netflix, Inc.* (2008) 162 Cal.App.4th 43, 66 n. 11. *Laffitte*, 1 Cal.5th at pp. 480, 486, 506 (one-third of the settlement fund in attorneys' fees affirmed); *Vasquez v. Coast Valley Roofing, Inc*. (E.D. CA 2010) 266 F.R.D. 482, 491-92 (33.33% of the common fund in attorneys' fees awarded);

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Fernandez v. Victoria's Secret Stores (C.D. Cal. July 21, 2008) 2008 WL 8150856, at *11 (awarding 34% of the common fund); *Singer v. Becton Dickinson and Co*. (S.D. Cal. June 1, 2010) 2010 WL 2196104, * 8 (approving fee award of 33.33% of the common fund and holding that award was similar to awards in three other wage and hour class action cases where fees ranged from 30.3% to 40%); *Romero v. Producers Dairy Foods, Inc*. (E.D. Cal. Nov. 14, 2007) 2007 WL 3492841, at *1, 3-4 (approving fee award of 33% of the class recovery in wage and hour class action involving allegations of unpaid wages and missed meal and rest breaks for a class of delivery drivers).

In sum, at one-third of the Gross Settlement Amount, the fee award sought here, is within the range of the fees frequently awarded in class action cases. Thus, $50,000.00 of the Gross Settlement Amount in attorneys' fees is warranted.

F. The Reaction of the Class

The reaction of the class may also be taken into account when determining the reasonableness of a fee request. *Nat'l Rural Telecomm. Coop. v. Direct TV, Inc*., 221 F.R.D. at p. 529 ("It is established that the absence of a large number of objections to a proposed class action settlement raises a strong presumption that the terms of a proposed class settlement action are favorable to the class members.").

Here, the court-approved notice, clearly and explicitly stating the intention of Class Counsel to request $50,000 in attorneys' fees, was mailed to all Class Members on July 31, 2026. Phoenix Decl., ¶5. To date, one Class Member opted out of the Settlement, and no Class Members objected to it. *Id*., ¶¶6, 7. The absence of any objection to the request of attorneys' fees, after notice, indicates its reasonableness. *In re Immune Response Sec. Litig*. (S.D. Cal. 2007) 497 F. Supp. 2d 1166, 1177. Thus, this factor supports an award of the requested attorneys' fees.

G. The Comparison of the Benchmark with Counsel's Lodestar

Courts often compare an attorney's lodestar with a fee request made under the percentage of the fund method as a "cross-check" on the reasonableness of the requested fee. *See Vizcaino,* 290 F.3d at p. 1050; *Lealao,* 82 Cal.App.4th at pp. 49-50; *In re Consumer Privacy Cases,* 175 Cal.App. at p. 557.

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Here, Plaintiff's attorneys spent 136.9 hours to achieve the Settlement, resulting in a total lodestar of $95,507.50 and a negative multiplier of 0.52. Khoury Decl., ¶¶36, 38, Ex. 1; Haines Decl., ¶6-10. Class Counsel's work was reasonable and necessary and reflected in the excellent result achieved.

VI. CLASS COUNSEL'S COSTS WERE REASONABLY INCURRED

As part of the Settlement Agreement, the Parties agreed that Class Counsel shall recover their actual litigation costs incurred from the Class Settlement Amount, not to exceed $15,000. Settlement Agreement, ¶11. It is well settled that lawyers whose efforts resulted in creating a common fund for the benefit of the class are entitled to recover reasonable costs incurred in successful prosecution of the action. *In re Media Vision Tech. Sec. Litig*. (N.D. Cal.1996) 913 F.Supp. 1362, 1366; *Wininger v. SI Mgmt., L.P*. (9th Cir. 2002) 301 F.3d 1115, 1120–21.

Here, Class Counsel's actual litigation costs are $10,351. These expenses were necessary for this litigation and include the amounts paid for court filing fees, mediation fees and costs, research and delivery charges, all of which are costs normally billed to and paid by the client. These costs were reasonably incurred in the prosecution of this matter and are authorized by the Settlement Agreement. The details of those costs are set forth in Class Counsel's declarations. Khoury Decl., ¶36, 47. Plaintiff requests the Court award Plaintiff's counsel $10,351.00 in costs, which is below the $15,000 maximum amount of costs per the terms of the Settlement Agreement. Khoury Decl., ¶34.

VII. CLASS REPRESENTATIVE'S SERVICE AWARD IS FAIR AND REASONABLE

Plaintiff Michael Bolds requests approval of the proposed Service Award of $10,000 for his time and effort in representing the Class. Settlement Agreement, ¶12. "Incentive awards [for class representatives] are fairly typical in class actions." *In re Cellphone Termination Fee Cases* (2010) 186 Cal.App.4th 1380, 1393, citing *Rodriguez v. West Publ'g* (9th Cir. 2009) 563 F.3d 948, 958. California courts agree that a class representative is entitled to such an award. *In Re Cellphone Termination*, 186 Cal.App.4th at p. 1394. "Since without a named plaintiff there can be no class action, such compensation as may be necessary to induce him to participate in the suit could be thought the equivalent of the lawyers' nonlegal but essential case-specific expenses, such

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as long-distance phone calls, which are reimbursable." *Clark v. Am. Residential Servs*. (2009) 175 Cal.App.4th 785, 804, citing *Matter of Cont'l Ill. Sec. Litig*. (7th Cir. 1992) 962 F.2d 566, 571.

The requested Service Award is warranted based on: (1) the amount of time Plaintiff spent on behalf of the Class; (2) the fact that Plaintiff made his private employment information public, and will bear the stigma of bringing a class action wage dispute against an employer; and (3) the fact that Plaintiff subjected himself to the risks associated with litigation, including the risk of being liable for Defendant's litigation costs. *See* Bolds Decl., ¶¶7-12. This last factor is a significant one for a wage earner, and the potential risk is very real. *See Whiteway v. FedEx Kinkos Office & Print Svcs., Inc*. (N.D. Cal. Dec. 17, 2007) 2007 WL 4531783, at *3.

Here, the requested Service Award of $10,000 to Plaintiff is just and reasonable. It is based on the extent of Plaintiff's participation in this action, and is not conditioned upon Plaintiff's support of the settlement. *Cf. Radcliffe v. Experian Info. Solutions, Inc*. (2013) 715 F.3d 1157, 1165. Plaintiff assisted in investigation, participated in multiple conference calls with counsel, provided and reviewed documents and pleadings, and was on standby during mediation. *See* Bolds Decl., ¶¶7, 8. Plaintiff devoted approximately 70–80 hours to prosecuting this case, including communicating with counsel, providing information and documents, reviewing case materials, and participating in settlement discussions. *Id*., ¶¶7-8. He also made significant personal sacrifices, including missing his son's football games and award ceremonies and being unable to support his wife while her mother suffered a stroke. *Id*., ¶9. Plaintiff nevertheless remained actively involved because he understood his participation was important to obtaining a recovery for other employees. *Id*., ¶11.

Plaintiff also assumed risks beyond those faced by absent Class Members, including the potential impact on his future employment and professional reputation from serving as a named plaintiff, as well as potential financial exposure if the case were unsuccessful. *Id*., ¶10; *see also Richardson v. THD At-Home Services, Inc*. (E. D. Cal. Apr. 6, 2016) 2016 WL 1366952, at *13.

In light of Plaintiff's substantial time commitment, personal sacrifices, risks, and the broad release he is providing, the requested $10,000 service award is reasonable and warranted.

Courts award incentive awards in – and above - this range. *Dearaujo v. Regis Corp*. (E.D.

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Cal. July 21, 2017) 2017 WL 3116626, at *9, *15 (awarding a $15,000 incentive award which was over 15 times the average per class member recovery in a wage and hour class action); *Ross v. U.S. Bank Nat'l Ass'n* (N.D. Cal. Sept. 29, 2010) 2010 WL 3833922, at *3 (approving an award of $20,000 to each of four named plaintiffs based on their contributions to litigation and the risk that being a class representative would harm their reputation); *see also Ridgeway v. Wal-Mart Stores Inc*. (N.D. Cal., Sept. 14, 2017) 2017 WL 4071293, at *19 ($15,000 incentive awards for each of the named plaintiffs awarded); *Low v. Trump University, LLC* (S.D. Cal. 2017) 246 F.Supp.3d 1295, 1316 ($15,000 incentive award approved where plaintiffs "devoted significant amounts of time and energy" to the action).

In sum, Plaintiff contributed substantially to securing a favorable settlement for Class Members. Plaintiff has no conflicts of interest with any members of the Class, and has represented the best interests of the class as a whole. Bolds Decl., ¶11.

Lastly, as of today's date, no Class Members objected to the requested Service Award, and it can therefore be inferred that Class Members do not oppose the award. Phoenix Decl., ¶8; *see also Martin,* 2011 WL 2313604, at *9. Thus, the requested Service Award to Plaintiff is justified and proper.

VIII. CONCLUSION

Class Counsel respectfully requests the Court grant final approval of the Settlement and award the requested attorneys' fees and costs, administration costs, and Plaintiff's Service Award.

Respectfully submitted,

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UNITED EMPLOYEES LAW GROUP, P.C.

Dated: October 5, 2026

By: _____
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Attorneys for Plaintiff MICHAEL BOLDS, on behalf of himself and all others similarly situated

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