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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN BERNARDINO

PHILLIP BERNAL, TRUHILL NOEL, KHYELL MARTIN, DAMIEN MCNORTON, WADDIE EARNEST, GILBERT ESTRADA, CARMEN HERNANDEZ, and WENDY QUINTERO, individually, on behalf of themselves and all others similarly situated, Plaintiffs, v. EXPRESS MESSENGER SYSTEMS, INC., dba ONTRAC, a Minnesota Corporation, ONTRAC LOGISTICS, INC., a Delaware Corporation, and DOES 2-10, Inclusive, Defendants.	Case No. CIVSB2319614 ASSIGNED FOR ALL PURPOSES TO: Hon. Joseph Ortiz Department S-17 **<u>CLASS AND REPRESENTATIVE ACTION</u>** **MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT OF PLAINTIFFS' MOTION FOR: 1) FINAL APPROVAL OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT AND 2) APPROVAL OF ATTORNEYS' FEES AND COSTS, ADMINISTRATION COSTS, AND CLASS REPRESENTATIVES' SERVICE AWARDS** Date: July 21, 2026 Time: 1:30 p.m. Dept.: S-17 Complaint filed: August 15, 2023 Trial date: Not set

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I. INTRODUCTION

Class Counsel successfully negotiated and seeks final approval[1] of a California class and representative action Settlement against Defendant OnTrac Logistics, Inc. (formerly Express Messenger Systems, Inc. dba OnTrac) ("OnTrac" or "Defendant"), which provides a common fund of $4,500,000 to be paid to 31,162 Settlement Class Members. This Settlement resolves the claims of current and former non-exempt, hourly paid employees who worked for OnTrac in California at any time between July 23, 2019 and May 24, 2025. Khoury Decl., ¶11.

100% of the money will be paid out as there is no reversion to Defendant. The response to the Settlement is overwhelmingly positive. Of the Settlement Class Members who received notice, none objected and only one opted out. Declaration of Cassandra Polites of ILYM Group, Inc. ("ILYM Decl."), ¶¶11-13. The average Class Member will receive a settlement payment of approximately $73.15, and the highest settlement payment will be $1,291.39. *Id.* at ¶16.

Class Counsel's fee request of $1,575,000, 35% of the Gross Settlement Amount, 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. Khoury Decl., ¶22.

Plaintiffs' counsel total lodestar in this matter is $838,331.50. Markham Decl., ¶¶12-17; Khoury Decl., ¶¶23-24; Haines Decl., ¶¶6-9; Reali Decl., ¶¶10-11; Campbell Decl., ¶¶22-23; Hosseini Decl., ¶¶14-15; Brouillete Decl., ¶¶17-20; Kazandjian Decl., ¶¶15-18; Woods Decl., ¶¶12-17. Using this total lodestar, Plaintiffs request a reasonable multiplier of 1.88. Khoury Decl., ¶29.

Plaintiffs further request the Court award Counsel $30,916.43 for out-of-pocket litigation costs. See Exhibit 2 to Khoury Decl. These costs are reasonable and were necessary to conduct the litigation, and do not exceed the $55,000 cap the Parties agreed to. Markham Decl., ¶¶12, 18; Khoury Decl., ¶31; Campbell Decl., ¶¶25-26; Hosseini Decl., ¶21; Brouillete Decl.,

[1] This memorandum exceeds the 15-page limit set forth in Cal. Rule Ct. 3.1113 because it addresses not only final approval of the settlement, but also the separate request for attorneys' fees and costs, the class representatives' service awards, and administration costs. Plaintiffs respectfully submit that the additional length will assist the Court in reviewing and understanding the complexities presented by this Motion. The Parties have stipulated to the additional pages.

¶¶24-25; Kazandjian Decl., ¶19; Woods Decl., ¶20. Also, the Settlement Administrator, ILYM Group, Inc., shall be awarded $89,650 for its services in administering this Settlement. ILYM Decl., ¶19.

Lastly, Plaintiffs request a Service Awards of $10,000 each to Plaintiffs Bernal, Noel, Martin, McNorton, Estrada, and Earnest, and $7,500 each to Plaintiffs Hernandez and Quintero for their time and efforts in representing the Class. Plaintiffs performed their duties as the Class Representatives and have always put the interest of Class Members above their own. This amount is justified by Plaintiffs' dedication to this action, and the risks undertaken in commencing this suit. *See* Declarations of Plaintiffs.

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 *Butler 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.

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 Arm's 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., ¶12. 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 Plaintiffs' claims are based. Khoury Decl., ¶13. 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 OnTrac 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, Kevin Barnes, Esq. Khoury Decl., ¶14. The involvement of a mediator further supports the finding that the settlement was free of collusion. Additionally, after additional weeks of arms'-length negotiations, the Parties finalized the terms of the settlement agreement submitted for the Court's approval. *Id*. Thus, this factor warrants approval.

2. The Settlement Amount is Fair and Reasonable

To determine the fairness of the proposed settlement amount, the strength of the Plaintiffs' 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 Plaintiffs' 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 $4,500,000 is fair and reasonable as it guarantees cash payments to Class Members, without any risks, costs, and uncertainty of prolonged litigation. Khoury Decl., ¶15. Plaintiffs incorporate by reference the *Kullar* analysis performed in Plaintiffs' Motion for Preliminary Approval filed on December 10, 2025. In summary, OnTrac's maximum potential liability for Plaintiffs' direct claims is $24,415,285.29, and an additional $73,381,285 for Plaintiffs' derivative wage statement and waiting time penalties claims, possible only if Plaintiffs prevailed on their underlying claims, for a total of $97,796,569.98, without applying any discounts. *Id*., ¶16. Thus, the Gross Settlement Amount of $4,500,000 represents over 18% of Defendant's maximum realistic liability for Plaintiffs' direct claims, and 4.60% of Defendant's maximum realistic liability for all of Plaintiffs' non-PAGA 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 16:11-17:20.

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. 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 Plaintiffs have made a thorough study of the legal principles applicable to the claims asserted against Defendant. The consolidated actions were at different stages of litigation, up to an including an appeal (*McNorton* action). Motion practice occurred in *Bernal* and *Estrada*. Before mediation, OnTrac produced time and pay data for **100%** of Class Members. Class Counsel had investigated Class Members' claims, examined documents and data, and hired an expert to perform damage calculations. As a result of investigation and discovery, the Parties had a clear understanding of their respective claims and defenses. Khoury Decl., ¶17.

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.

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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* Markham Decl., ¶¶3-9; Khoury Decl., ¶¶2-10; Haines Decl., ¶2; Reali Decl., ¶¶6-9; Campbell Decl., ¶¶6-19; Hosseini Decl., ¶¶15-20; Brouillete Decl., ¶¶4-16; Kazandjian Decl., ¶¶2-4; Woods Decl., ¶¶21-39. 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. Markham Decl., ¶¶2, 20; Khoury Decl., ¶¶11-13, 48; Haines Decl., ¶11; Reali Decl., ¶¶4-5; Campbell Decl., ¶20; Hosseini Decl., ¶¶5-10; Brouillete Decl., ¶¶2-3; Kazandjian Decl., ¶¶8-11; Woods Decl., ¶¶4-7. 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 the settlement, the Class Notice was mailed to all 31,162 Class Members on April 15, 2026. ILM Decl., ¶7, Ex. A. 4,578 notices were returned, and after utilizing skip trace methods, 1,011 notices (3.2%) are deemed undeliverable. *Id*., ¶¶8, 10. Not a single Class Member objected to the Settlement and only one Class Members opted out. *Id*. at ¶¶11-12. "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 minimal 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*, 688 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. ILYM Decl., Ex. A, ¶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., ¶18. 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 calendar days. Settlement Agreement, ¶46(d). Any funds associated with checks that have not been cashed within 180 calendar days, will become void and the Individual Settlement Amount associated with the uncashed check will be remitted pursuant to Code of Civil Procedure section 384 to the California State Controller for deposit in the Unclaimed Property Fund in the name of the individual whose check was uncashed. *Id.* In no event will any of the funds revert to Defendant. *Id*. The Settlement Administrator will prepare a declaration regarding the status of the settlement checks after the expiration of the 180-day cashing period. ILYM Decl., ¶19.

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 (granting final approval to settlement that included $7,500 for the LWDA to settle PAGA claims out of a $1.3 million net settlement and noting that the governmental participant factor "does not weigh in the Court's analysis because the government is not a party in this action"). As the Court has already preliminarily approved the allocation of $450,000 to cover claims for civil penalties under PAGA when the Court granted Plaintiffs' Motion for Preliminary Approval, the Court need not engage in any further analysis of the "governmental participant" factor. The LWDA was timely served with the proposed Settlement Agreement in this action and did not object to the amount of PAGA penalties. Khoury Decl., ¶19.

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, Plaintiffs 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 Class Period and an explanation how Class Members can dispute this estimate; (3) an estimate of the Individual Settlement 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 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. *See* ILYM Decl., Ex. A.

Lastly, the Notice disclosed how much of the Settlement amounts would be allocated as attorneys' fees and costs, the service awards for the named Plaintiffs, and the estimated Settlement Administration Costs. ILYM Decl., Ex. A, ¶3.

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 p. 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 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 THE 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 $1,575,000 whereas Class Counsel's lodestar in this case is $838,331.50. Markham Decl., ¶¶11-17; Khoury Decl., ¶¶22-24; Haines Decl., ¶¶3-10; Reali Decl., ¶¶10-15; Campbell Decl., ¶¶21-24; Hosseini Decl., ¶¶11-15; Brouillete Decl., ¶¶17-23; Kazandjian Decl., ¶¶14-18; Woods Decl., ¶¶11-19. If the fee award were calculated using the lodestar, rather than the common fund method, it would result in a reasonable multiplier of 1.88. Khoury Decl., ¶29.

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Further, the 1,164.9 hours Class Counsel expended in this action are reasonable, as well as the $30,916.43 out-of-pocket costs Class Counsel incurred while prosecuting this action. Markham Decl., ¶¶11-18; Khoury Decl., ¶¶23-24, 31; Haines Decl., ¶¶3-10; Reali Decl., ¶¶10-15; Campbell Decl., ¶¶21-26; Hosseini Decl., ¶¶11-15, 21; Brouillete Decl., ¶¶17-25; Kazandjian Decl., ¶¶14-19; Woods Decl., ¶¶11-20.

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. Markham Decl., ¶¶3-17; Khoury Decl., ¶¶2-10; Haines Decl., ¶¶2-10; Reali Decl., ¶¶6-15; Campbell Decl., ¶¶6-19, 21-24; Hosseini Decl., ¶¶11-20; Brouillete Decl., ¶¶4-23; Kazandjian Decl., ¶¶2-4, 12-16; Woods Decl., ¶¶11-19, 21-39. The accompanying declarations of Class Counsel set forth the hours of work and billing rates used to calculate the lodestar. Markham Decl., ¶¶13-17; Khoury Decl., ¶¶23-24; Haines Decl., ¶¶6-9; Reali Decl., ¶¶10-11; Campbell Decl., ¶¶22-23; Hosseini Decl., ¶14; Brouillete Decl., ¶20; Kazandjian Decl., ¶18; Woods Decl., ¶¶12-13. 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 Plaintiffs' counsel also served as a 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 (finding that rates between $425-$695 for associates, and $830-$1,275 for partners, are "in line with prevailing rates in this district for personnel of comparable experience, skill, and reputation."); *see also Hefler v. Wells Fargo & Co*. (N.D. Cal. Dec. 18, 2018) 2018 WL 6619983, at *14 (approving rates ranging from $650 to $1,250 for partners or senior counsel, and $400 to $650 for associates); *In re Volkswagen "Clean Diesel" Mktg., Sales Practices, & Prods. Liab. Litig*. (N.D. Cal. Mar. 17, 2017) 2017 WL 1047834, at *5 (approving billing rates ranging from $275 to $1600 for partners, $150 to $790 for associates, and $80 to $490 for paralegals). Those rates are in line with the hourly rates Class Counsel request here: $700 to $1,250 for partners, $500-950 for associates with 4-13 years of experience, and $175-$200 for paralegals. Markham Decl., ¶¶13-17; Khoury Decl., ¶¶25-30, 34-36; Haines Decl., ¶¶6-9; Reali Decl., ¶¶10-11; Campbell Decl., ¶¶22-23; Hosseini Decl., ¶14; Brouillete Decl., ¶20; Kazandjian Decl., ¶18; Woods Decl., ¶¶12-13. Class Counsel's skill and experience justify these rates. Plaintiffs' 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* Markham Decl., ¶¶3-9; Khoury Decl., ¶¶2-10; Haines Decl., ¶2; Reali Decl., ¶¶6-9; Campbell Decl., ¶¶6-20; Hosseini Decl., ¶¶16-20; Brouillete Decl., ¶¶4-16; Kazandjian Decl., ¶¶2-4; Woods Decl., ¶¶21-39.

B. Counsel's Hours Spent on the Case 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 1,164.9 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.

Markham Decl., ¶12; Khoury Decl., ¶23; Haines Decl., ¶¶5-9; Reali Decl., ¶¶10-11; Campbell Decl., ¶¶22-23; Hosseini Decl., ¶14; Brouillete Decl., ¶20; Kazandjian Decl., ¶18; Woods Decl., ¶¶12-13. Further, Class Counsel will incur additional billable hours of at least 10-20 hours to oversee the settlement distribution process. Khoury Decl., ¶24. 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) the case complexity; (d) counsel's skill, experience, and quality of work; (e) the contingent nature of the fee; (f) awards made in similar cases; (g) 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.

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 Technologies, Inc.*, 559 F.Supp.2d at p. 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 $4,500,000 without any risks, costs, and uncertainty of prolonged litigation. Class Members need not do anything to receive a payment. As presented in Plaintiffs' Motion for Preliminary Approval, which Plaintiffs incorporates here by reference, the Settlement of $4,500,000 represents over 18% of OnTrac's maximum potential liability for Plaintiffs' direct claims, and 4.60% of OnTrac's maximum liability for all Plaintiffs' non-PAGA 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 (finding settlement amount of a wage and hour class action that equaled between 9% and 27% of the total potential liability was fair, adequate and reasonable given the uncertainty of continued litigation); *Thomas v. Cognizant Tech. Sols. U.S. Corp.* (C.D. Cal. June 24, 2013) 2013 WL 12371622, at *6 (granting final approval in wage and hour action where settlement encompassed between 4.4% and 5% of the Gross estimated liability figure); *Stovall-Gusman v. W.W. Granger, Inc.* (N.D. Cal. June 17, 2015) 2015 WL 3776765, at *4 (granting final approval where total settlement amount represented approximately 10% of potential value). 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., ¶15. Thus, the results achieved weigh in favor of granting the requested attorneys' fees.

B. The Risks Involved with the Litigation

The risk that further litigation might result in no recovery for Plaintiffs is an important factor to consider in the award of fees. Here, the average settlement award is approximately $73.15 and the highest $1,291.39, ILYM Decl., ¶16, which Class Members will obtain without any further litigation. Plaintiffs acknowledge their claims face substantial difficulties, and there are substantial risks that the continued litigation would not yield a better result than this settlement. Khoury Decl., ¶37.

In *Bernal*, the court compelled several claims, including overtime, meal and rest break, reporting time pay, expense reimbursement, and derivative claims, to individual arbitration, and Plaintiffs anticipated the same result in the related *Estrada* action. Plaintiffs also faced the possibility that the third-filed *Hernandez* action would be stayed or dismissed as duplicative. Khoury Decl., ¶38.

Plaintiffs' substantive claims also faced evidentiary and legal challenges. OnTrac maintained facially lawful timekeeping and reimbursement policies, prohibited off-the-clock work, and paid employees substantial overtime. OnTrac would likely argue it was entitled to rely on employee time records and that any gaps reflected voluntary or approved breaks rather than uncompensated work or split shifts. Payroll records also showed employees were generally paid reporting time wages when they reported to work without being provided work. Khoury Decl., ¶39.

Meal and rest break claims were further weakened because only 3.72% of meal periods appeared missed, late, or short, likely insufficient to trigger a presumption of violations under *Donohue v. AMN Services, LLC* (2021) 11 Cal.5th 58, and rest breaks were not separately recorded. Expense reimbursement and unlawful deduction claims likewise faced risks because OnTrac did not require employees to use personal cell phones for work and employees who failed to request reimbursement could face summary judgment. Finally, Plaintiffs' wage statement and waiting time claims were derivative of the underlying wage claims and would likely fail if the substantive claims were unsuccessful. Khoury Decl., ¶40.

Plaintiffs faced a substantial risk that their claims would not be certified if the litigation continued. Thus, this risk factor weighs in favor of awarding the requested attorneys' fees.

C. Unusual Case Complexity

The requested 35% fee award is also warranted by the unusual procedural complexity and extraordinary coordination efforts required to achieve a global resolution of six separate class and PAGA actions pending in multiple counties, brought by different Plaintiffs represented by six different law firms. Counsel were required to coordinate overlapping but not identical factual allegations, procedural postures, arbitration issues, representative claims, and settlement positions across actions pending in San Bernardino, Los Angeles, San Francisco, and San Joaquin counties. Khoury Decl., ¶41. The cases involved competing class and PAGA representatives, overlapping aggrieved employee groups, differing litigation strategies, and the need to negotiate a comprehensive resolution that would bind all parties and eliminate the risk of piecemeal litigation, inconsistent rulings, duplicative discovery, and competing claims to PAGA penalties and attorneys' fees. *Id.*, ¶42. Reaching a single coordinated settlement required extensive arm's-length negotiations not only with Defendant, but among Plaintiffs' counsel themselves, each of whom had independent obligations to their own clients and competing theories of liability and damages. *Id.*, ¶43.

In addition, OnTrac vigorously contested liability and repeatedly sought to compel arbitration based on arbitration agreements executed by employees. Although *Bernal* Plaintiffs prevailed in part by establishing the transportation worker exemption under the FAA, several claims in *Bernal* were nonetheless compelled to individual arbitration, and OnTrac also appealed the denial of arbitration in *McNorton*, which would likely create significant uncertainty regarding the continued viability and manageability of the overlapping class and PAGA claims. Khoury Decl., ¶44.

Further, Defendant reasonably believed it had already substantially addressed or "cleared the deck" of similar claims through the earlier settlement in *Knox et al. v. Express Messenger Systems, Inc. dba OnTrac* (San Bernardino Superior Court Case No. CIV-DS-1932323), which further informed its aggressive litigation posture and settlement strategy. Despite these obstacles, counsel successfully coordinated the competing actions, navigated complicated arbitration and representative standing issues, and achieved a global resolution providing substantial relief to the class and aggrieved employees while avoiding years of further litigation, motion practice, appeals, and potentially inconsistent outcomes. Khoury Decl., ¶45. Thus, this risk factor weighs in favor of awarding the requested attorneys' fees.

D. 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-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. Markham Decl., ¶¶3-9; Khoury Decl., ¶¶2-10; Haines Decl., ¶2; Reali Decl., ¶¶6-9; Campbell Decl., ¶¶6-19; Hosseini Decl., ¶¶15-20; Brouillete Decl., ¶¶4-16; Kazandjian Decl., ¶¶2-4; Woods Decl., ¶¶21-39. Thus, this factor supports the requested attorneys' fees.

E. 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 pp. 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 nearly 1,165 hours investigating, analyzing, researching, litigating, and negotiating a favorable resolution of this case, and have incurred $30,916.43 in necessary litigation expenses. Markham Decl., ¶¶12, 18; Khoury Decl., ¶¶23, 31; Haines Decl., ¶¶5-9; Reali Decl., ¶¶10-11; Campbell Decl., ¶¶22-26; Hosseini Decl., ¶¶14, 21; Brouillete Decl., ¶¶20, 24-25; Kazandjian Decl., ¶¶18-19; Woods Decl., ¶¶12-13, 20.

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 Technologies, Inc.*, 559 F. Supp. 2d at p. 1047. Thus, this factor favors award of the requested attorneys' fees.

F. Awards Made in Similar Cases

Here, Plaintiffs' counsel seeks 35% of the Gross Settlement Amount in attorneys' fees, only modestly above the one-third benchmark routinely approved by California courts in complex class and representative actions. California courts have approved fee awards at or above this percentage where warranted by the risks undertaken and results achieved. *See, e.g., Roos v. Honeywell Int'l, Inc.* (2015) 241 Cal.App.4th 1472, 1495-1496 (affirming fee award equal to 37.5% of the common fund). The awarded fees can range between 20% and 50%, depending on the circumstances of the case. *See In re Activision Sec. Litig.* (N.D. Cal. 1989) 723 F. Supp. 1373, 1378. According to Professor Newberg: "No general rule can be articulated on what is a reasonable percentage of a common fund…Usually 50 per cent of the fund is the upper limit on a reasonable fee award from a common fund, in order to assure that fees do not consume a disproportionate part of the recovery obtained for the class, though somewhat larger percentages are not unprecedented." (Newberg on Class Actions (4th Ed.), §14.6.); *See Singer v. Becton Dickinson and Co.* (S.D. Cal. June 1, 2010) 2010 U.S. Dist. LEXIS 53416, *23 (citing 20% to 50% attorney fee range for common fund cases and citing two matters awarding 40% in attorneys' fees); *Fernandez v. Victoria's Secret Stores* (C.D. Cal. July 21, 2008) 2008 WL 8150856, at *11 (awarding 34% of the common fund);

Here, the requested 35% award is justified by the unusual procedural complexity and risk involved in coordinating and globally resolving six overlapping class and PAGA actions pending in multiple counties and involving multiple firms, arbitration disputes, competing representative claims, and overlapping exposure.

G. 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.,* 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 $1,575,000 in attorneys' fees, was mailed to all Class Members on April 15, 2026. ILYM Decl., ¶7. To date, not a single Class Members objected to the Settlement and only one Class Members opted out of it. *Id*. at ¶¶11-12. 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.

H. 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, Plaintiffs' attorneys spent 1,164.9 hours to achieve the Settlement, resulting in a total lodestar of $838,331.50 and a reasonable multiplier of 1.88. Markham Decl., ¶12; Khoury Decl., ¶¶23-30; Haines Decl., ¶¶5-9; Reali Decl., ¶¶10-11; Campbell Decl., ¶¶22-23; Hosseini Decl., ¶14; Brouillete Decl., ¶20; Kazandjian Decl., ¶18; Woods Decl., ¶¶12-13. Class Counsel's work was reasonable and necessary and reflected in the excellent result achieved. Khoury Decl., ¶24.

VI. A MULTIPLIER OF 1.88 IS REASONABLE

To determine if a lodestar multiplier is reasonable, California courts consider many of the same factors (discussed in section A-h above) they review to decide if the percentage of the fund recovery is reasonable. *Schiller v. David's Bridal, Inc*. (E.D. Cal. June 11, 2012) 2012 WL 2117001, at *16. As discussed above, all these factors support the 1.88 multiplier Class Counsel seek. "Multipliers can range from 2 to 4, or even higher." *Wershba,* 91 Cal.App.4th at p. 255. "The customary range for multipliers is between 1.0 and 4.0." *Kim v. Space Pencil, Inc.* (N.D. Cal. Nov. 28, 2012) 2012 WL 5948951, at * 7 (citing *Vizcaino,* 290 F.3d at p. 1051, n. 6). In *Vizcaino,* 290 F.3d 1043, the court approved a multiplier of 3.65, and in an appendix to the opinion, determined that a range of multipliers in common fund cases is generally between 0.6 and 19.6, with most cases having multipliers between 1.0 and 4.0, and a bare majority between 1.5 and 3.0. *Id.* at p. 1052.

Other courts agree: *Keith v. Volpe* (C.D. Cal. 1980) 501 F.Supp.403, 414 (multiplier of 3.5); *In re Sutter Health Uninsured Pricing Cases* (2009) 171 Cal. App. 4th 495, 512 (multiplier of 2.52 found "fair and reasonable"); *Chavez v. Netflix, Inc.* (2008) 162 Cal.App.4th 43, 66 (multiplier of 2.5 was not "out of line with prevailing case law."); *Boyd v. Bank of Am. Corp.* (C.D. Cal. 2014) 300 F.R.D. 431 (awarding 33% of the common fund, based on a multiplier of 2.58, in a wage and hour class action settlement); *Vandervort v. Balboa Capital Corp.* (C.D. Cal. 2014) 8 F. Supp. 3d 1200, 1210 (awarding 33% of the common fund, based on a multiplier of 2.52 as "well within the range of acceptable multipliers in a common fund case.").

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Here, the multiplier is 1.88, within – or below - the range of the multipliers frequently approved by California courts, which further confirms the reasonableness of the requested fee award. Khoury Decl., ¶¶29-30.

VII. 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 $55,000. Settlement Agreement, ¶¶2, 49. 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 $30,916.43. 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. Markham Decl., ¶18; Khoury Decl., ¶31; Campbell Decl., ¶¶25-26; Hosseini Decl., ¶21; Brouillete Decl., ¶¶24-25; Kazandjian Decl., ¶19; Woods Decl., ¶20. Plaintiffs request the Court award Plaintiffs' counsel $30,916.43 as reimbursement of out-of-pocket litigation costs.

VIII. CLASS REPRESENTATIVES' SERVICE AWARDS ARE FAIR

Plaintiffs Phillip Bernal, Truhill Noel, Khyell Martin, Damien McNorton, Waddie Earnest, and Gilbert Estrada request approval of the proposed Service Award of $10,000 each, and Plaintiffs Carmen Hernandez and Wendy Quintero request approval of the proposed Service Award of $7,500 each for their time and effort in representing the Class. Settlement Agreement, ¶47. "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 Plaintiffs 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 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 Awards are warranted based on: (1) the amount of time Plaintiffs spent on behalf of the Class; (2) the fact that Plaintiffs made their private employment information public, and will bear the stigma of bringing a class action wage dispute against an employer, a large corporation; and (3) the fact that Plaintiffs subjected themselves to the risks associated with litigation, including the risk of being liable for Defendant's litigation costs. *See* Bernal Decl., ¶¶7-15; Noel Decl., ¶¶7-14; Martin Decl., ¶¶3-6; McNorton Decl., ¶¶4-8; Earnest Decl., ¶¶3-5; Estrada Decl., ¶¶4-14; Hernandez Decl., ¶¶4-10; Quintero Decl., ¶¶4-10. 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 ("the few courts to consider this 'class representatives' dilemma' have not found it inequitable to assess costs upon the lead or named Plaintiffs in a class action.").

Here, the requested Service Awards to Plaintiffs are just and reasonable. They are based on the extent of Plaintiffs' participation in this action, and are not conditioned upon Plaintiffs' support of the settlement. *Cf. Radcliffe v. Experian Info. Solutions, Inc*. (2013) 715 F.3d 1157, 1165. Plaintiffs' declarations show the time they devoted to the litigation of this case. Bernal Decl., ¶7; Noel Decl., ¶7; Martin Decl., ¶4; McNorton Decl., ¶7; Estrada Decl., ¶14; Hernandez Decl., ¶4; Quintero Decl., ¶4. Plaintiffs spent significant time on pre-litigation investigation and correspondence, document search and review, interviews and correspondence with their attorneys, being on standby and providing information during mediation, and reviewing settlement documents and preparing declarations. Bernal Decl., ¶¶7-10; Noel Decl., ¶¶7-12; Martin Decl., ¶¶4-6; McNorton Decl., ¶¶5, 7; Earnest Decl., ¶¶3-4; Estrada Decl., ¶¶4-9; Hernandez Decl., ¶¶4-7; Quintero Decl., ¶¶4-7. Plaintiffs sacrificed time away from their families and other obligations including their current employment and endured emotional strain and hardships to participate in this case, including loss of income. Bernal Decl., ¶¶12,15; Noel Decl., ¶¶8-9, 13; McNorton Decl., ¶7. Further, Plaintiffs risked securing future employment by participating in this action. Bernal Decl., ¶13; Noel Decl., ¶14; McNorton Decl., ¶8; Estrada Decl., ¶13; Hernandez Decl., ¶9; Quintero Decl., ¶9. Also, Plaintiffs signed a general release and waiver of claims of every nature and description, which is a broader release than unnamed Class Members'. Bernal Decl., ¶11; McNorton Decl., ¶8; Earnest Decl., ¶6; Estrada Decl., ¶15; Hernandez Decl., ¶11; Quintero Decl., ¶11. *See also Richardson v. THD At-Home Services, Inc.* (E. D. Cal. Apr. 6, 2016) 2016 WL 1366952, at *13. The requested service awards for Plaintiffs Hernandez and Quintero are smaller because they joined this action at a later stage, shortly before mediation.

Further, courts award incentive awards in – and above - this range. *Dearaujo v. Regis Corp.* (E.D. 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, Plaintiffs contributed substantially to securing a favorable settlement for 31,162 participating Class Members. Class Members stand to receive payments in this settlement – up to $1,291.39 - without any further litigation. ILYM Decl., ¶16. In light of these substantial recoveries for absent Class Members, who were not required to take any action to obtain them, the Plaintiffs' proposed service award is not disproportionate. Plaintiffs have no conflicts of interest with any members of the Class, and have represented the best interests of the class as a whole. Bernal Decl., ¶16; Noel Decl., ¶16; McNorton Decl., ¶10; Estrada Decl., ¶¶15, 18; Hernandez Decl., ¶14; Quintero Decl., ¶14.

Lastly, none of the Class Members objected to the requested service awards, and it can therefore be inferred that Class Members do not oppose these awards. ILYM Decl., ¶12; *see also Martin,* 2011 WL 2313604 at *9. Thus, the requested service awards to Plaintiffs are justified and proper.

IX. CONCLUSION

Plaintiffs respectfully requests the Court grant Plaintiffs' motion.

Respectfully submitted,

THE MARKHAM LAW FIRM
COHELAN KHOURY & KHOURY

Dated: June 26, 2026

By: ______________________
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