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SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF LOS ANGELES

LAURA WEITZ and LAILA FAIZ,
individuals, on behalf of themselves
and on behalf of all persons similarly
situated, and on behalf of the State of
California, as a private attorney
general,

Plaintiffs,

vs.

BANANA REPUBLIC, LLC, a
Limited Liability Company; THE
GAP, INC., a Corporation; and DOES
1 through 50, inclusive,

Defendants.

CASE NO.: **23STCV19287**

**MEMORANDUM OF POINTS AND
AUTHORITIES IN SUPPORT OF MOTION
FOR FINAL APPROVAL OF CLASS
SETTLEMENT AND AWARD OF
ATTORNEYS’ FEES, COSTS AND SERVICE
AWARDS**

Hearing Date: November 9, 2026
Hearing Time: 10:00 a.m.
[Hearing scheduled by Order dated April 28, 2026]

Judge: Hon. Bruce G. Iwasaki
Dept: SS-11

Date Filed: April 17, 2023
Trial Date: Not set

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1 **I. INTRODUCTION**

2 The parties to this action have reached a Settlement and the Court preliminarily approved the
3 First Amended Class Action and PAGA Settlement Agreement (the “Agreement”), a true and correct
4 copy of which is attached as Exhibit #2 to the Declaration of Kyle Nordrehaug (“Blumenthal Decl.”).¹
5 In accordance with the Preliminary Approval Order dated April 28, 2026 (“Preliminary Approval
6 Order”), the approved Class Notice has been disseminated to the Class.²

7 The purpose of this hearing is to determine whether the proposed settlement of the litigation
8 should be finally approved. Plaintiffs Laura Weitz and Laila Faiz (“Plaintiffs”) respectfully moves for
9 final approval, including attorneys’ fees, costs and the service award, and entry of the Final Approval
10 Order and Judgment. The settlement represents an excellent result for the Class and avoids the delays,
11 risks, and costs of further litigation. After disseminating the notice to the members of the Class, there
12 were **no objections and only four (4) requests for exclusion**, which means that nearly the entire Class
13 (99.95%) has elected to participate in the Settlement. Nordrehaug Decl. ¶4. This is a positive response
14 from the Class evidencing their collective approval of the settlement. As a result, Plaintiffs respectfully
15 submit that the class settlement should be finally approved for the same reasons that the Court
16 preliminarily approved the settlement as fair, reasonable, and adequate.

17 **II. THE SETTLEMENT BEFORE THE COURT**

18 As consideration for this Settlement, the Gross Settlement Amount to be paid by Defendants
19 Banana Republic, LLC and The Gap, Inc. (“Defendants”) is One Million Nine Hundred Fifty Thousand
20 Dollars (\$1,950,000) (Agreement at ¶¶ 1.22 and 3.1.) Under the Settlement, the Gross Settlement
21 Amount consists of the following elements: (1) payment of the Individual Class Payments to the
22 Participating Class Members; (2) Class Counsel Fees Payment and Class Counsel Litigation Expenses
23 Payment; (3) Administration Expenses Payment; (4) the Class Representative Service Payments to the
24

25 ¹ Capitalized terms are defined in the Agreement.

26 ² The “Class” is defined as “all individuals who are or previously were employed by Defendants
27 Banana Republic, LLC and The Gap, Inc. who were classified as non-exempt retail store employees
28 in the State of California at any time during the Class Period.” The “Class Period” is defined as
 “October 27, 2022 through July 4, 2025.” (Preliminary Approval Order at ¶6.)

1 Plaintiffs; and (5) the PAGA Penalties payment. (Agreement at ¶ 1.22.) The Gross Settlement Amount
2 does not include Defendants' share of payroll taxes. (Agreement at ¶ 3.1.) The Gross Settlement
3 Amount shall be all-in with no reversion to Defendants. (Agreement at ¶ 3.1.) Nordrehaug Decl. ¶3(b).
4 The following is a table of the key financial terms of the Settlement and the proposed deductions:

5 **\$1,950,000** (Gross Settlement Amount)

- 6 - \$20,000 (Plaintiffs' proposed service award - not to exceed amount)
- 7 - \$43,000 (Class Counsel Litigation Expenses Payment - not to exceed amount)
- 8 - \$650,000 (Class Counsel Fees Payment - not to exceed 1/3 of settlement)
- 9 - \$50,000 (PAGA Payment - 75% to LWDA / 25% to Aggrieved Employees)
- 10 - \$53,500 (Administration Expenses Payment)

11 **\$1,133,500** (Net Settlement Amount)

12 The specific details of the Settlement were discussed in the Motion for Preliminary Approval and are
13 set forth again in the Declaration of Nordrehaug at ¶¶ 3(c)-3(i).

14 The Settlement is fair, adequate and reasonable to the class and should be finally approved for
15 the same reasons the Court granted preliminary approval of the Settlement, agreeing that the settlement
16 is "fair, adequate, and reasonable". (Preliminary Approval Order at ¶ 3.) In sum, the Settlement valued
17 at \$1,950,000 is an excellent result for the Class. This result is particularly favorable in light of the fact
18 that liability and class certification in this case were far from certain in light of the defenses asserted
19 by Defendants. Given the complexities of this case, the defenses asserted, the uncertainty of class
20 certification, along with the uncertainties of proof at trial and appeal, the proposed settlement is fair,
21 reasonable and adequate, and should be finally approved. Nordrehaug Decl. ¶3(j).

22 **III. GENERAL STANDARDS APPLICABLE TO JUDICIAL REVIEW AND APPROVAL**
23 **OF CLASS ACTION SETTLEMENTS**

24 Settlements of disputed claims are favored by the courts. *Huens v. Tatum*, 52 Cal. App. 4th 259,
25 265 (1997). In evaluating settlements, the courts have long recognized that compromise is particularly
26 appropriate since such litigation is difficult and notoriously uncertain. *7-Eleven Owners for Fair Fran.*
27 *v. Southland Corp.*, 85 Cal. App. 4th 1135, 1151 (2000) ("[V]oluntary conciliation and settlement are
28 the preferred means of dispute resolution. This is especially true in complex class action litigation.")

The court must decide whether the proposed settlement falls within the range of reasonable
settlements, taking into account that settlements are compromises between the parties reflecting
subjective, unquantifiable judgments concerning the risks and possible outcomes of litigation. *See*

1 *Wershba v. Apple Computer*, 91 Cal. App. 4th 224, 246 (2001) (“The proposed settlement is not to be
2 judged against a hypothetical or speculative measure of what might have been achieved had plaintiffs
3 prevailed at trial.”) In *Wershba*, the Court explained that “the merits of the underlying class claims are
4 not a basis for upsetting the settlement of a class action.” *Id.*; see also *7-Eleven, supra*, at 1150.

5 In these cases, courts have repeatedly emphasized that there is a strong initial presumption that
6 the compromise is fair and reasonable. *Wershba*, 91 Cal. App. 4th at 245. Courts should not substitute
7 their judgment for that of the parties who negotiated the settlement. *Id.* at 246. The presumption of
8 fairness exists where: (1) investigation and discovery are sufficient to allow counsel and the court to
9 act intelligently; (2) the settlement is reached through arm's-length bargaining; (3) counsel is
10 experienced in similar litigation; and (4) the percentage of objectors is small. *Dunk v. Ford Motor Co.*,
11 48 Cal.App.4th 1794, 1801 (1996). Here, the facts and circumstances compel the conclusion that the
12 proposed settlement satisfies that standard and the presumption applies.

13 **IV. THE SETTLEMENT IS FAIR, REASONABLE AND ADEQUATE**

14 The Court must determine whether the settlement is fair, adequate, and reasonable. *Dunk v.*
15 *Ford Motor Co.*, 48 Cal.App.4th 1794, 1801 (1996); see also *Officers for Justice v. Civil Service*
16 *Com'n*, 688 F.2d 615, 625 (9th Cir. 1982). The trial court has broad discretion to determine whether
17 the settlement is fair. *Cellphone Termination Fee Cases*, 180 Cal.App.4th 1110, 1117 (2009). “The
18 well-recognized factors that the trial court should consider in evaluating the reasonableness of a class
19 action settlement agreement include 'the strength of plaintiffs' case, the risk, expense, complexity and
20 likely duration of further litigation, the risk of maintaining class action status through trial, the amount
21 offered in settlement, the extent of discovery completed and the stage of the proceedings, the
22 experience and views of counsel, the presence of a governmental participant, and the reaction of the
23 class members to the proposed settlement.” *Kullar v. Foot Locker Retail, Inc.*, 168 Cal.App.4th 116,
24 128 (2008) (internal citations omitted); see also *Munoz v. BCI Coca-Cola Bottling Co. of L. A.*, 186
25 Cal.App.4th 399, 408 (2010).

26 The list of factors is not exhaustive and should be tailored to each case. *Dunk, supra*, at 1801.
27 Due regard should be given to what is otherwise a private consensual agreement between the parties.
28 *Id.* The inquiry “must be limited to the extent necessary to reach a reasoned judgment that the

1 agreement is not the product of fraud or overreaching by, or collusion between, the negotiating parties,
2 and that the settlement, taken as a whole, is fair, reasonable and adequate to all concerned.” *Id.*
3 “Ultimately, the [trial] court's determination is nothing more than 'an amalgam of delicate balancing,
4 gross approximations and rough justice.' [Citation omitted.]” *Id.*

5 These factors are analyzed seriatim below, and all support final approval of the class action
6 settlement before this Court, consistent with this Court’s Preliminary Approval Order.

7 **A. The Settlement Satisfies the California Test for Fairness**

8 1. The Investigation and Analysis of Documents are Sufficient to Allow Counsel
9 and the Court to Act Intelligently

10 Over the course of nearly three years of litigation, the Parties engaged in the investigation of
11 the claims, including the production of documents, class data, and other information, allowing for the
12 full and complete analysis of liabilities and defenses to the claims in this Action. The procedural history
13 and investigation performed was detailed at length in support of the motion for preliminary approval.
14 The Settlement was the product of one arms-length mediation and contentious negotiations, both during
15 and after mediation, presided over by mediator Tripper Ortman. The details of the litigation are set
16 forth in the Nordrehaug Decl. at ¶¶ 6(a)-6(g).

17 2. The Settlement was Reached Through Arm’s Length Bargaining

18 This settlement is the result of extensive and hard-fought litigation as well as negotiations
19 before an experienced and well-respected mediator. Defendants have expressly denied and continues
20 to deny any wrongdoing or legal liability arising out of the conduct alleged in the Action. Plaintiffs and
21 Class Counsel have determined that it is desirable and beneficial to the Class to resolve the Released
22 Class Claims of the Class in accordance with this Settlement, based upon the experience of Class
23 Counsel who has previously litigated similar claims against other employers. Nordrehaug Decl. ¶7(a).

24 The Parties attended an arms-length mediation session with Tripper Ortman, a respected jurist
25 and experienced mediator of wage and hour class actions, in order to reach this Settlement. In
26 preparation for the mediation, Defendants provided Plaintiffs and Class Counsel with payroll and
27 employment data and other information regarding the Class Members, various internal documents, and
28 other compensation and employment-related materials. Class Counsel analyzed the data with the

1 assistance of damages expert Berger Consulting and prepared and submitted a mediation brief to the
2 mediator. Following the all-day mediation session, the Parties agreed to this Settlement based upon
3 a mediator's proposal. Nordrehaug Decl. ¶7(b).

4 The fact that the settlement was negotiated with the assistance of an experienced mediator
5 supports approval. *Alberto v. GMRI, Inc.*, 252 F.R.D. 652, 666 (E.D. Cal. Jun 24, 2008); *Glass v. UBS*
6 *Fin. Servs.*, 2007 U.S. Dist. LEXIS 8476; 15 Wage & Hour Cas. 2d (BNA) 1330, at *15 (N.D. Cal.
7 2007) ("The settlement was negotiated and approved by experienced counsel on both sides of the
8 litigation, with the assistance of a well-respected mediator with substantial experience in employment
9 litigation[, and] this factor supports approval of the settlement").

10 From March 2025 to September 2025, the initial settlement agreement and exhibits thereto were
11 drafted, negotiated and executed. The Parties then revised the initial settlement agreement to address
12 certain issues raised by the Court in its September 24, 2025 order, which Plaintiff did on April 1, 2026.
13 On April 28, 2026, the Court issued its Order granting preliminary approval of the settlement as fair,
14 adequate, and reasonable to the Class. Nordrehaug Decl. ¶7(c).

15 3. Class Counsel is Experienced in Similar Litigation

16 Class Counsel in this matter has extensive class action experience and has represented thousands
17 of persons in class actions including employment litigation, wage and hour class actions, and complex
18 litigation. Class Counsel has previously litigated wage and hour class actions involving employees and
19 claims similar to this case and have been approved as experienced class counsel during contested
20 motions in state and federal courts throughout California. The experience of counsel and class action
21 cases managed and settled by the Class Counsel in this action is provided to the Court in the
22 Nordrehaug Decl. at Exhibit #1; Declaration of Larry Lee at ¶¶ 4-6. Class Counsel have participated
23 in every aspect of the settlement discussions and have concluded the settlement is fair, adequate and
24 reasonable and in the best interests of the Class. Nordrehaug Decl. ¶ 3(j).

25 4. There Are No Objections and only Four (4) Requests for Exclusion

26 The reaction of the Class unequivocally supports approval of the Settlement. On May 22, 2026,
27 the Administrator mailed the Court-approved Class Notice to the Class Members, which provided each
28 class member with the terms of the Settlement, including notice of the claims at issue and the financial

1 terms of the settlement, including the attorneys' fees, costs, and service award that were being sought,
2 how individual settlement awards would be calculated, and the specific, estimated payment amount to
3 that individual. See Declaration of Ann Linton ("Linton Decl.") ¶¶ 6-7, Exh. A. In disseminating the
4 notice, the Administrator followed the notice procedures authorized by the Court in its Preliminary
5 Approval Order. Significantly, there have been no objections and only 4 requests to opt-out. Linton
6 Decl. ¶¶ 12-14. As such, the nearly the entire Class (99.95%) will participate in the Settlement and
7 will be sent a settlement check. See Linton Decl. at ¶¶ 13-15; Nordrehaug Decl. ¶4.

8 The absence of any objector strongly supports the fairness, reasonableness and adequacy of the
9 Settlement. See *In re Austrian & German Bank Holocaust Litigation*, 80 F.Supp.2d 164, 175 (S.D.N.Y.
10 2000) ("If only a small number of objections are received, that fact can be viewed as indicative of the
11 adequacy of the settlement."); *Stoetznner v. U.S. Steel Corp.*, 897 F.2d 115, 118-119 (3d. Cir. 1990) (29
12 objections out of 281 member class "strongly favors settlement"); *Laskey v. Int'l Union*, 638 F.2d 954
13 (6th Cir. 1981) (The fact that 7 out of 109 class members objected to the proposed settlement should
14 be considered when determining fairness of settlement). Here, where there are no objections, the
15 approval of the class is evident.

16 5. The Strength of Plaintiffs' Case

17 The Action generally alleges that Plaintiffs and other Class Members were not properly paid
18 all overtime wages for hours worked and at the correct rate of pay, were not provided meal and rest
19 periods or paid premiums at the correct rate of pay in lieu thereof, were not timely paid earned wages,
20 were not provided reimbursement for required expenses, were not provided accurate itemized wage
21 statements, were not pay all sick wages and the correct rate of pay, and were not paid all wages at the
22 time of termination. The Action seeks unpaid wages, penalties, attorney fees, litigation costs, and any
23 other equitable or legal relief allegedly due and owing to Plaintiffs and the other Class Members by
24 virtue of the foregoing claims. Nordrehaug Decl. ¶5.

25 Where both sides face significant uncertainty, the attendant risks favor settlement. *Hanlon v.*
26 *Chrysler Corp.*, 150 F.3d 1011, 1026 (9th Cir. 1998). Here, a number of defenses asserted by
27 Defendants present serious threats to the claims of the Plaintiffs and the other Class Members.
28 Defendants asserted that Defendants' practices complied with all applicable Labor laws. Defendants

1 argued that Class Members were paid for all time worked and that work time was properly recorded.
2 Defendants maintained there was no underpayment of overtime wages or sick pay to the Plaintiffs and
3 the Class. Defendants contend that its meal and rest period policies fully complied with California law
4 and that Defendants did not fail to provide the opportunity for legally required meal and rest breaks.
5 Defendants could argue that its payment of significant meal period premiums is evidence of its lawful
6 practices. Defendants contend that there was no failure to pay for business expenses and any cell phone
7 usage was merely convenient and voluntary such that reimbursement was not legally required. Finally,
8 Defendants have an argument that the Supreme Court decision in *Brinker v. Superior Court*, 53 Cal.
9 4th 1004 (2012), weakened Plaintiffs' claims, on liability, value, and class certifiability as to the meal
10 and rest period claims. Defendants also argue that based on its facially lawful practices, Defendants
11 acted in good faith and without willfulness, which if accepted would negate the claims for waiting time
12 penalties and/or inaccurate wage statements. See e.g. *Naranjo v. Spectrum Sec. Servs., Inc.*, 15 Cal.
13 5th 1056, 1065 (2024) ("if an employer reasonably and in good faith believed it was providing a
14 complete and accurate wage statement in compliance with the requirements of section 226, then it has
15 not knowingly and intentionally failed to comply with the wage statement law.") If successful,
16 Defendants' defenses could eliminate or substantially reduce any recovery to the Class. While
17 Plaintiffs believe that these defenses could be overcome, Defendants maintain these defenses have merit
18 and therefore present a serious risk to recovery by the Class. Nordrehaug Decl. ¶8(a).

19 In a similar wage and hour case, the federal district court in *Hopson v. Hanesbrands Inc.*, 2009
20 U.S. Dist. LEXIS 33900 (N.D. Cal. 2009), explained in approving an overtime class action settlement:

21 Plaintiffs may have a strong case, but the risks inherent in continued litigation are great.
22 Defendants strongly deny liability for Plaintiffs' principal claim... [...T]he gross
23 settlement amount and the Class Members' expected net recovery, after fees and other
costs are deducted, appear to be a reasonable compromise, in light of the risks of
litigation.

24 2009 U.S. Dist. LEXIS 33900 at *19-20 (N.D. Cal. 2009); see also *Browning v. Yahoo!, Inc.*, 2007
25 U.S. Dist. LEXIS 86266, at *30 (N.D. Cal. 2007) ("In considering the strength of Plaintiff's case, legal
26 uncertainties at the time of settlement - particularly those which go to fundamental legal issues - favor
27 approval."). As recognized in a federal decision approving settlement of an overtime wage class action:

28 The potential complexity and possible duration of trial also weigh in favor of granting

1 final approval. Plaintiffs acknowledge the difficulties of proving damages, recognize the
2 uncertainty of outcome, and believe defendant would appeal in the event of adverse
3 judgment. A post-judgment appeal would require many years to resolve and delay
4 payment to class members. Plaintiffs believe the benefits of a guaranteed recovery today
outweigh an uncertain future result. Accordingly, plaintiffs argue, and the Court agrees,
the actual recovery confers substantial benefits on the class that outweigh the potential
recovery through full adjudication.

5 *Barcia v. Contain-A-Way, Inc.*, 2009 U.S. Dist. LEXIS 17118, *9 (S.D. Cal. 2009); *see also Louie v.*
6 *Kaiser Foundation Health Plan, Inc.*, 2008 U.S. Dist. LEXIS 78314, *14 (S.D. Cal. 2008).

7 There was also a significant risk that, if the Action was not settled, Plaintiffs would be unable
8 to obtain a certified class and maintain the certified class through trial, and thereby not recover on
9 behalf of any employees other than themselves. At the time of the mediation, Defendants forcefully
10 opposed the propriety of class certification, arguing that individual issues precluded class certification.
11 Further, as demonstrated by the California Supreme Court decision in *Duran v. U.S. Bank National*
12 *Assn.*, 59 Cal. 4th 1 (2014), there are significant hurdles to overcome for a class-wide recovery even
13 where the class has been certified. While other cases have approved class certification in wage and
14 hour claims, class certification in this action was hotly disputed and the maintenance of a certified class
15 through trial was by no means a foregone conclusion. Nordrehaug Decl. ¶8(b).

16 In sum, the Settlement is a fair and reasonable result, and provides the Class with a significant
17 recovery, particularly when viewed in light of the fact that the Defendants asserted serious and
18 substantial defenses both to liability and to class certification. The maximum and average class
19 member allocations are \$423.88 and \$134.35, respectively. *See* Linton Decl. ¶16. Given the
20 complexities of this case, the defenses, along with the uncertainties of proof and appeal, the proposed
21 Settlement is fair, reasonable and adequate, and should be finally approved. Nordrehaug Decl. at ¶8(e).

22 6. The Risk, Expense, Complexity, and Likely Duration of Further Litigation

23 As demonstrated by the decision in *Duran*, the complexities and duration of further litigation
24 cannot be overstated. There is little doubt that Defendants would post a bond and appeal in the event
25 of an adverse judgment. A post-judgment appeal by Defendants would have required many more years
26 to resolve, assuming the judgment was affirmed. If the judgment was not affirmed in total, then the
27 case could have dragged on for years after the appeal. The benefits of a guaranteed recovery today
28 outweigh an uncertain result three or more years in the future. Nordrehaug Decl. ¶8(c).

1 Plaintiffs and Class Counsel recognize the expense and length of a trial against Defendants
2 through possible appeals which could take at least another two or three years. Class Counsel also have
3 taken into account the uncertain outcome, the risk of litigation, especially in complex actions such as
4 this one. Class Counsel are also mindful of and recognize the inherent problems of proof under, and
5 alleged defenses to, the claims asserted in the Action. Moreover, post-trial motions and appeals would
6 have been inevitable. Costs would have mounted and recovery would have been delayed if not denied,
7 thereby reducing the benefits of an ultimate victory. The Settlement confers substantial benefits upon
8 the Class. Based upon their evaluation, Plaintiffs and Class Counsel have determined that the
9 Settlement set forth in the Agreement is in the best interest of the Class. Nordrehaug Decl. ¶8(c).

10 Although Plaintiffs and Class Counsel believe that their case has merit, which Defendants
11 continue to vigorously deny, they recognized the potential risks both sides would face if litigation of
12 the Action continued. As the federal court held in *Glass*, where the parties faced uncertainties similar
13 to those in this litigation:

14 In light of the above-referenced uncertainty in the law, the risk, expense, complexity,
15 and likely duration of further litigation likewise favors the settlement. Regardless of
16 how this Court might have ruled on the merits of the legal issues, the losing party likely
17 would have appealed, and the parties would have faced the expense and uncertainty of
18 litigating an appeal. "The expense and possible duration of the litigation should be
19 considered in evaluating the reasonableness of [a] settlement."

20 *Id.* at *12.

21 7. The Amount Offered in Settlement

22 The Settlement in this case is fair, reasonable and adequate considering Defendants' defenses
23 to Plaintiffs' claims. As set forth in the Declaration of Nordrehaug in support of preliminary approval
24 which discussed the value of the class claims in detail, the Gross Settlement Amount compares
25 favorably to the value of the claims. Based upon 8,437 Class Members who worked an estimated
26 374,943 workweeks, the Gross Settlement Amount provides an average value of \$231 per Class
27 Member and \$5.20 per workweek and after deductions the Net Settlement Amount provides an average
28 recovery of \$134.34 per Class Member and a recovery of \$3.02 per workweek. Nordrehaug Decl. at
¶8(d).

The calculations to compensate for the amount due for the Class at the time of the mediation

1 were calculated by Berger Consulting, Plaintiffs' damage expert. As to the Class whose claims are at
2 issue in this Action, Plaintiffs used this expert to analyze the data and determine the potential unpaid
3 wages for the employees. The maximum potential damages were calculated to be \$2,111,688 for the
4 alleged unpaid wages for off-the-clock work at fifteen minutes per week, \$20,804 for the alleged
5 underpaid overtime based upon the miscalculation of the regular rate, \$15,826 for the alleged underpaid
6 sick pay based on the miscalculation of the regular rate, \$922,643 for alleged meal period damages
7 based upon a 8.8% potential violation rate for all shifts worked observed in the time records and after
8 deducting for meal premiums already paid by Defendants, \$2,060,904 for alleged rest period damages
9 based upon the same 8.8% violation rate that was observed for meal period records and after deducting
10 rest premiums already paid by Defendants, \$514,490 for alleged unreimbursed cell-phone expenses at
11 \$5 per month. As a result, the total damage valuation was calculated such that Defendants were subject
12 to a maximum damage claim in the amount of \$5,646,355. As to potential penalties, Plaintiffs
13 calculated that potential waiting time penalties were a maximum of \$15,818,254, and potential
14 maximum wage statement penalties were \$12,714,750.³ Defendants vigorously disputed Plaintiffs'
15 calculations and exposure theories. Nordrehaug Decl. ¶8(d).

16 Consequently, the Gross Settlement Amount of \$1,950,000 represents more than 34% of the
17 maximum value of the alleged damages at issue in this case at the time this Settlement was negotiated.⁴
18 Importantly, the recent decision that good faith belief of compliance by the employer in *Naranjo v.*
19 *Spectrum Sec. Servs., Inc.*, 15 Cal. 5th 1056, 1065 (2024), could completely negate the claims for
20 waiting time and wage statement penalties, even if wages were owed to the Class. The above maximum
21

22 ³ While Plaintiffs alleged claims for statutory penalties pursuant to Labor Code Sections 203 and
23 226, at mediation Plaintiffs recognized that these claims were subject to additional, separate defenses
24 asserted by Defendants, including, a good faith dispute defense as to whether any premium wages for
25 meal or rest periods or other wages were owed given Defendants' position that Plaintiffs and Class
26 Members were properly compensated. *See Nordstrom Commission Cases*, 186 Cal. App. 4th 576, 584
27 (2010) ("There is no willful failure to pay wages if the employer and employee have a good faith
28 dispute as to whether and when the wages were due.").

⁴ Because the PAGA claim is not a class claim and primarily is paid to the State of California,
Plaintiffs have not included the PAGA claim in this discussion of the value of the class claims. The
PAGA claim was addressed in the Motion for Preliminary Approval in the Declaration of Kyle
Nordrehaug at ¶33.

1 calculations should then be realistically risk-adjusted in consideration for both the risk of class
2 certification and the risk of establishing class-wide liability on all claims. Given the amount of the
3 settlement as compared to the potential value of claims in this case and the defenses asserted by
4 Defendants, this settlement is fair and reasonable.⁵ Clearly, the goal of this litigation has been met.
5 Nordrehaug Decl. ¶8(d).

6 **V. THE REQUESTED ATTORNEYS' FEES, COSTS AND SERVICE AWARD SHOULD**
7 **BE APPROVED**

8 **A. The Attorneys' Fees are Reasonable and Supported by the Percentage of the Fund**
9 **Method**

10 Class Counsel seeks a fee award calculated at one-third (1/3) of the total value of the settlement
11 for the successful prosecution and resolution of this action. California state and federal courts have
12 recognized that an appropriate method for determining award of attorneys' fees is based on a
13 percentage of the total value of benefits to class members by the settlement. *Wershba v. Apple*
14 *Computer, Inc.*, 91 Cal.App.4th 224, 254 (2001); *Serrano v. Priest*, 20 Cal.3d 25, 34 (1977); *Boeing*
15 *Co. v. Van Gemert*, 444 U.S. 472, 478 (1980); *Vincent v. Hughes Air West, Inc.*, 557 F.2d 759, 769 (9th
16 Cir. 1997). The purpose of this equitable doctrine is to avoid unjust enrichment to the Class and to
17 "spread litigation costs proportionally among all the beneficiaries so that the active beneficiary does
18 not bear the entire burden alone." *Vincent*, 557 F.2d at 769.

19 The California Supreme Court has provided guidance regarding the award of attorneys' fees in
20 wage and hour class action settlements. Under California law, the award of attorneys' fees in common
21 fund wage and hour class action settlements should start with the percentage method. See *Laffitte v.*
22 *Robert Half Int'l*, 1 Cal. 5th 480, 503 (2016) ("We join the overwhelming majority of federal and state

23
24 ⁵ See *Glass v. UBS Fin. Servs.*, 2007 U.S. Dist. LEXIS 8476 (N.D. Cal. 2007) (approving a
25 settlement where the settlement amount constituted approximately 25% of the estimated overtime
26 damages for the class); *Stovall-Gusman v. W.W. Granger, Inc.*, 2015 U.S. Dist. LEXIS 78671, at *12
27 (N.D. Cal. 2015) (granting final approval where "the proposed Total Settlement Amount represents
28 approximately 10% of what class might have been awarded had they succeeded at trial."); *Viceral v.*
Mistras Grp., Inc., 2016 WL 5907869 (N.D. Cal. 2016) (approving wage and hour class action
settlement amounting to 8.1% of full value); *Ma v. Covidien Holding, Inc.*, 2014 WL 2472316, (C.D.
Cal. 2014) (approving wage and hour class action settlement worth "somewhere between 9% and 18%"
of maximum valuation).

1 courts in holding that when class action litigation establishes a monetary fund for the benefit of the
2 class members, and the trial court in its equitable powers awards class counsel a fee out of that fund,
3 the court may determine the amount of a reasonable fee by choosing an appropriate percentage of the
4 fund created”). Under the percentage of the fund method, a court’s objective remains to “mimic the
5 market” in fixing a reasonable fee. See *Gaskill v. Gordon*, 160 F.3d 361, 363 (7th Cir. 1998).

6 First, the fee award representing one-third of the fund clearly falls within that range and is
7 consistent with other rulings of other courts and comprehensive surveys of class action settlements and
8 fee awards. Attorneys’ fees awards of one-third of the fund are within the expected range in the market
9 in legal services. See Fitzpatrick, *An Empirical Study of Class Action Settlements and Their Fee Award*,
10 7 J. Empirical Leg. Stud. 811, 833 (2010) (analyzing 444 cases between 2006-2007 and concluding that
11 “[m]ost fee awards were between 25 percent and 35 percent”). In *Laffitte*, the Court expressly approved
12 of a one-third fee award. Such similar awards by other Courts are set forth in the Nordrehaug Decl.
13 ¶11.

14 Second, the results delivered by Class Counsel also support the requested percentage of the
15 fund. Here, Plaintiffs and their counsel secured a \$1,950,000 settlement for the benefit of the Class, and
16 not one Class Member objected. The Settlement was possible only because Class Counsel was able to
17 convince Defendants that Plaintiffs could potentially prevail on the contested issues regarding liability,
18 maintain class certification, overcome difficulties in proof as to monetary relief and take the case to trial
19 if need be. Nordrehaug Decl. ¶10(f). In successfully navigating these hurdles Class Counsel displayed
20 the necessary skills in both wage and hour and class action litigation. Moreover, as discussed above,
21 there were significant risks to the contingent litigation. See *Barbosa v. Cargill Meat Solutions Corp.*,
22 297 F.R.D. 431, 449 (E.D. Cal. 2013) (“**Like this case, where recovery is uncertain, an award of**
23 **one-third of the common fund as attorneys' fees has been found to be appropriate.**”)

24 Third, “the response of the class members to attorneys’ fee notice, though not decisive, is
25 relevant to the ... reasonable determination” regarding fees. *Swedish Hospital v. Shalala*, 1 F.3d 1261,
26 1272 (D.C. Cir. 1993). A positive response rate tends to suggest that the court’s “approximation of the
27 market” for fees is well supported. *Id.* at 1269. Here, the Class Notice specifically notified the Class
28 that Class Counsel would be seeking a one-third fee award. Again, there were no objections.

1 Fourth, it is recognized that one of the primary factors justifying an enhanced attorney's fees
2 reward is the attendant risks inherent in the litigation. Here, it is clear that a settlement fund of
3 \$1,950,000 has been created. For Class Counsel, the fees here were wholly contingent in nature and
4 the case presented far more risk than the usual contingent fee case. Among the risks was the cost
5 inherent in class action litigation, as well as a long battle with a corporate Defendants who had retained
6 a premier and highly experienced defense firm. **Counsel retained on a contingency fee basis, whether**
7 **in private matters or in class action litigation, is entitled to a premium above their hourly rate**
8 **in order to compensate for both the risks and the delay in payment.** *See e.g. Stanger v. China Elec.*
9 *Motor, Inc.*, 812 F.3d 734, 741 (9th Cir. 2016) (courts "must" apply a risk enhancement); *Stetson v.*
10 *Grissom*, 821 F.3d 1157, 1166 (9th Cir. 2016) (abuse of discretion not to apply risk multiplier).

11 Fifth, the requested fee award is supported by the lodestar cross-check. The reasonableness of
12 the requested attorneys' fee of one-third equal to \$650,000 is also established by reference to Class
13 Counsel's lodestar in this matter. **The contemporaneous billing records for Class Counsel evidence**
14 **that through September 28, 2026, Class Counsel's total combined lodestar is \$344,871.25, with**
15 **significant additional fees still to be incurred to complete final approval and the settlement**
16 **process.** (Nordrehaug Decl. at ¶12 and Exhibit #3 [lodestar of \$191,176.25]; Declaration of Larry Lee
17 at ¶¶ 7-9 and Exhibit A [lodestar of \$53,730.00]; Declaration of Kwanporn "Mai" Tulyathan at ¶¶ 10-
18 12 and Exhibit A [lodestar of \$92,495.00]; Declaration of William Marder at ¶¶ 15-16 and Exhibit A
19 [lodestar of \$7,470.00].) The requested fee award is therefore currently equivalent to Class Counsel's
20 total lodestar with a reasonable multiplier of less than 1.9, and there will be additional lodestar incurred
21 by Class Counsel to complete the settlement process and manage the settlement distribution and reports.
22 (Nordrehaug Decl. at ¶12.) Such a multiplier is below the range of multipliers approved in other cases
23 such as *Laffitte* and *Vizcaino v. Microsoft Corp.*, 290 F.3d 1043, 1051 (9th Cir. 2002).⁶ Because the
24

25 ⁶ See *Laffitte*, *supra*, 1 Cal. 5th at 487 (approving 1/3 fee award with multiplier of 2.13); *Vizcaino*
26 *supra*, at 1051 (3.65 multiplier approved); *Pellegrino v. Robert Half Intern., Inc.*, 182 Cal.App.4th 278
27 (2010) (in class actions reasonable multipliers of 2.0 to 4.0 are often applied); *Wershba*, 91 Cal. App.
28 4th at 255 ("multipliers can range from 2 to 4 or even higher."); *In re Sutter Health Uninsured Pricing*
Cases, 171 Cal.App.4th 495, 512 (2009) (affirming multiplier of 2.52 as "fair and reasonable"); *Chavez*
v. Netflix, Inc., 162 Cal.App.4th 43, 66 (2008) (affirming multiplier of 2.53 as well within the approved

multiplier cross-check is within this accepted range it is not “extraordinarily high” so as to justify an adjustment of the percentage under *Laffitte, supra*, 1 Cal. 5th at 505. For such reasons, Class Counsel’s request for attorneys’ fees in the amount of one-third of the common fund is fair and reasonable, and should be approved.

B. The Reimbursement of Litigation Expenses

The Agreement provides at paragraph 3.2(b), that Class Counsel may seek a “Class Counsel Litigation Expenses Payment of not more than \$43,000.” Class Counsel requests reimbursement for incurred litigation expenses and costs in the amount of \$34,321.04. Class Counsel have incurred combined expenses in the amount of \$34,321.04 based upon counsel’s billing records. These litigation expenses include the expenses incurred for filing fees, mediation expenses, expert expenses (Berger Consulting and DM&A), Courtcall expenses, Case Anywhere charges, and attorney service charges (Knox and OneLegal), all of which are costs normally billed to and paid by the client.⁷ The details of the litigation expenses incurred are set forth the Nordrehaug Decl. at ¶13 and Exhibit #3 [expenses of \$31,997.96], Declaration of Kwanporn “Mai” Tulyathan at ¶16 and Exhibit B [expenses of \$2,117.28]; Declaration of William Marder at ¶18 and Exhibit B [expenses of \$205.80]. These costs were reasonably incurred in the prosecution of the Action. (Nordrehaug Decl. at ¶13.) Because these costs were necessary to the successful prosecution of these claims, the request should be granted.

C. The Service Award Is Reasonable and Should be Approved

Plaintiffs respectfully submit that for their service as the class representatives, Plaintiffs should be awarded the agreed service award of \$10,000 each, in accordance with the Agreement for their time, risk and effort expended on behalf of the Class as the class representative. (Agreement at ¶ 3.2(a).) Defendants have agreed to this payment and there have been no objections to the requested service

range of 2 to 4); *Taylor v. Fedex Freight, Inc.*, 2016 U.S. Dist. LEXIS 142202 (E.D. Cal. 2016) (2.26 multiplier).

⁷ Nontaxable costs are properly awarded where authorized by the parties’ agreement. *Stetson*, 821 F.3d at 1165. Accordingly, “[e]xpenses such as reimbursement for travel, meals, lodging, photocopying, long-distance telephone calls, computer legal research, postage, courier service, mediation, exhibits, documents scanning, and visual equipment are typically recoverable.” *Rutti v. Lojack Corp., Inc.*, 2012 WL 3151077, at *12 (C.D. Cal. 2012).

1 award. The Nordrehaug Decl., at ¶14, provides a long list of equivalent service awards approved in
2 California in similar cases, which further supports the request in this case. The Plaintiffs' Declarations
3 are submitted in support of this request and are attached as Exhibits #5 and 6 to the Nordrehaug Decl.

4 As the representatives of the Class, Plaintiffs performed their duties to the Class admirably and
5 without exception. Plaintiffs worked extensively with Class Counsel during the course of the litigation,
6 responding to numerous requests, searching for documents, working with counsel, and reviewing the
7 settlement documentation. (Nordrehaug Decl. at ¶ 14.) The Plaintiffs' Declaration details the
8 involvement, stress and risks they undertook as a result of this Action. Plaintiffs also assumed the
9 serious risk that they might possibly be liable for costs and fees to Defendants, as well as the
10 reputational risk of being "blacklisted" by other future employers for having filed a class action on
11 behalf of employees. (Nordrehaug Decl. at ¶15.) Without the Plaintiffs' participation, cooperation and
12 information, no other employees would be receiving any benefit. (Nordrehaug Decl. at ¶¶ 15-16).

13 The payment of a service award to a successful class representative is appropriate and the
14 amount of \$10,000 is well within the currently awarded range for similar settlements. *See, e.g.,*
15 *Andrews v. Plains All Am. Pipeline L.P.*, 2022 U.S. Dist. LEXIS 172183, at *11 (C.D. Cal. 2022)
16 (service awards of \$15,000 each are appropriate); *Reynolds v. Direct Flow Med., Inc.*, 2019 U.S. Dist.
17 LEXIS 149865, at *19 (N.D. Cal. 2019) (granting \$12,500 service award); *Mathein v. Pier 1 Imps.*
18 *(U.S.), Inc.*, 2018 U.S. Dist. LEXIS 71386 (E.D. Cal. 2018) (awarding \$12,500 where average class
19 member payment was \$351); *Louie v. Kaiser Foundation Health Plan, Inc.*, 2008 WL 4473183, *7
20 (S.D. Cal. Oct. 06, 2008) (awarding \$25,000 service award to each of six plaintiffs); *Glass v. UBS Fin.*
21 *Servs.*, 2007 WL 221862, *16-17 (N.D. Cal. 2007) (awarding \$25,000 service award). Class Counsel
22 respectfully requests approval of the Class Representative Service Payments in accordance with the
23 Agreement.

24 **VI. CONCLUSION**

25 Plaintiffs respectfully submit that the proposed settlement satisfies the standard of fairness
26 established in California law and should therefore be finally approved as fair, reasonable and adequate
27 and requests entry of the Final Approval Order and Judgment, submitted herewith.

28 Respectfully submitted,

1 Dated: September 28, 2026 **BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP**
2 By: /s/ Kyle Nordrehaug
3 Kyle R. Nordrehaug, Attorneys for Plaintiff
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