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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF LOS ANGELES**

MARLIN MEJIA, BASILIA KONDE,
and GULALAY OMARZAY,
individuals, on behalf of themselves
and on behalf of all persons similarly
situated,

Plaintiffs,

vs.

CHICO'S FAS, INC., a Corporation;
and DOES 1 through 50, inclusive,

Defendants.

CASE No. **23TRCV03862**

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

Hearing Date: February 5, 2026
Hearing Time: 8:30 a.m.

*[Hearing scheduled by Order dated September
16, 2025]*

Judge: Hon. Patricia A. Young
Dept: B

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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 Norman Blumenthal (“Blumenthal
5 Decl.”).¹ In accordance with the Preliminary Approval Order dated September 16, 2025 (“Preliminary
6 Approval 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 Marlin Mejia, Basilia Konde, and Gulalay Omarzay (“Plaintiffs”)
9 respectfully move for final approval, including attorneys’ fees, costs and the service awards, and the
10 proposed entry of the Final Approval Order and Judgment, submitted herewith. The settlement
11 represents an excellent result for the Class and avoids the delays, risks, and costs of further litigation.
12 After disseminating the notice to the 2,604 members of the Class, there were **no objections and only**
13 **one (1) request for exclusion**, which means that nearly the entire Class (99.96%) has elected to
14 participate in the Settlement. Blumenthal Decl. ¶4. This is a positive response from the Class
15 evidencing their collective approval of the settlement. As a result, Plaintiffs respectfully submit that
16 the class settlement should be finally approved for the same reasons that the Court preliminarily
17 approved the settlement as fair, reasonable, and adequate.

18 **II. THE SETTLEMENT BEFORE THE COURT**

19 As consideration for this Settlement, the Gross Settlement Amount to be paid by Defendant
20 Chico’s FAS, Inc. (“Defendant”) is Seven Hundred Fifty Thousand Dollars (\$750,000) (the “Gross
21 Settlement Amount”). (Agreement at ¶¶ 1.22 and 3.1.) Under the Settlement, the Gross Settlement
22 Amount consists of the following elements: (1) payment of the Individual Class Payments to the
23 Participating Class Members; (2) Class Counsel Fees Payment and Class Counsel Litigation Expenses
24

25 ¹ Capitalized terms are defined in the Agreement.

26 ² The “Class” is defined as “all individuals who are or were previously employed by Defendant and
27 any of its subsidiaries in California and classified as a non-exempt employee at any time during the
28 Class Period.” (Preliminary Approval Order at ¶ 6.) The “Class Period” is defined as “January 1, 2022
 through December 31, 2024.” *Id.*

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

7 **\$750,000** (Gross Settlement Amount)
8 - \$30,000 (Plaintiffs' proposed service awards - not to exceed \$10,000 each)
9 - \$35,000 (Class Counsel Litigation Expenses Payment - not to exceed amount)
10 - \$250,000 (Class Counsel Fees Payment - not to exceed 1/3 of settlement)
11 - \$30,000 (PAGA Payment - 75% to LWDA / 25% to Aggrieved Employees)
12 - \$18,950 (Administration Expenses Payment - not to exceed amount)
13 **\$386,050** (Net Settlement Amount)

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

16 The Settlement is fair, adequate and reasonable to the class and should be finally approved for
17 the same reasons the Court granted preliminary approval of the Settlement, agreeing that the settlement
18 is "fair, adequate, and reasonable." (Preliminary Approval Order at ¶ 3.) In sum, the Settlement valued
19 at \$750,000 is an excellent result for the Class. This result is particularly favorable in light of the fact
20 that liability and class certification in this case were far from certain in light of the defenses asserted
21 by Defendant. Given the complexities of this case, the defenses asserted, the uncertainty of class
22 certification, along with the uncertainties of proof at trial and appeal, the proposed settlement is fair,
23 reasonable and adequate, and should be finally approved. Blumenthal Decl. ¶3(j).

24 **III. GENERAL STANDARDS APPLICABLE TO JUDICIAL REVIEW AND APPROVAL** 25 **OF CLASS ACTION SETTLEMENTS**

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

1 settlements, taking into account that settlements are compromises between the parties reflecting
2 subjective, unquantifiable judgments concerning the risks and possible outcomes of litigation. *See*
3 *Wershba v. Apple Computer*, 91 Cal. App. 4th 224, 246 (2001) (“The proposed settlement is not to be
4 judged against a hypothetical or speculative measure of what might have been achieved had plaintiffs
5 prevailed at trial.”) In *Wershba*, the Court explained that “the merits of the underlying class claims are
6 not a basis for upsetting the settlement of a class action.” *Id.*; *see also 7-Eleven, supra*, at 1150.

7 In these cases, courts have repeatedly emphasized that there is a strong initial presumption that
8 the compromise is fair and reasonable. *Wershba*, 91 Cal.App.4th at 245. Courts should not substitute
9 their judgment for that of the parties who negotiated the settlement. *Id.* at 246. The presumption of
10 fairness exists where: (1) investigation and discovery are sufficient to allow counsel and the court to
11 act intelligently; (2) the settlement is reached through arm's-length bargaining; (3) counsel is
12 experienced in similar litigation; and (4) the percentage of objectors is small. *Dunk v. Ford Motor Co.*,
13 48 Cal.App.4th 1794, 1801 (1996). Here, the facts and circumstances compel the conclusion that the
14 proposed settlement satisfies that standard and the presumption applies.

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

16 The Court must determine whether the settlement is fair, adequate, and reasonable. *Dunk v.*
17 *Ford Motor Co.*, 48 Cal.App.4th 1794, 1801 (1996); *see also Officers for Justice v. Civil Service*
18 *Com'n*, 688 F.2d 615, 625 (9th Cir. 1982). The trial court has broad discretion to determine whether the
19 settlement is fair. *Cellphone Termination Fee Cases*, 180 Cal.App.4th 1110, 1117 (2009). “The
20 well-recognized factors that the trial court should consider in evaluating the reasonableness of a class
21 action settlement agreement include 'the strength of plaintiffs' case, the risk, expense, complexity and
22 likely duration of further litigation, the risk of maintaining class action status through trial, the amount
23 offered in settlement, the extent of discovery completed and the stage of the proceedings, the
24 experience and views of counsel, the presence of a governmental participant, and the reaction of the
25 class members to the proposed settlement.” *Kullar v. Foot Locker Retail, Inc.*, 168 Cal.App.4th 116,
26 128 (2008); *see also Munoz v. BCI Coca-Cola Bottling Co. of L. A.*, 186 Cal.App.4th 399, 408 (2010).

27 The list of factors is not exhaustive and should be tailored to each case. *Dunk, supra*, at 1801.
28 Due regard should be given to what is otherwise a private consensual agreement between the parties.

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

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

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

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

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

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

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

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

1 other compensation and employment-related materials. Class Counsel analyzed the data with the
2 assistance of damages expert Berger Consulting and prepared and submitted a mediation brief to the
3 mediator. Following the all-day mediation session, with after arms' length negotiations both during and
4 after the mediation, the Parties agreed to this Settlement based upon a mediator's proposal. Blumenthal
5 Decl. ¶7(b).

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

12 From October 2024 to April 2025, the settlement agreement and exhibits thereto were finalized
13 and executed. On August 11, 2025, the Court issued an Order requesting certain modifications to the
14 parties original class and PAGA settlement agreement. On August 27, 2025, Plaintiffs filed a
15 Supplemental Declaration of Kyle Nordrehaug, which addressed the Court's concerns, and attached to
16 it the executed Agreement. On September 16, 2025, the Court entered the Preliminary Approval Order
17 preliminarily finding the settlement to be fair, adequate, and reasonable to the Class. Blumenthal Decl.
18 ¶7(c).

19 3. Class Counsel is Experienced in Similar Litigation

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

1 4. There Are No Objections and Only One Request for Exclusion

2 The reaction of the Class unequivocally supports approval of the Settlement. On October 30,
3 2025, the Administrator mailed the Court-approved Class Notice to the Class Members, which provided
4 each class member with the terms of the Settlement, including notice of the claims at issue and the
5 financial terms of the settlement, including the attorneys' fees, costs, and service award that were being
6 sought, how individual settlement awards would be calculated, and the specific, estimated payment
7 amount to that individual. *See* Declaration of Nicole Bench (“Bench Decl.”) ¶ 8, Exh. A. In
8 disseminating the notice, the Administrator followed the notice procedures authorized by the Court in
9 its Preliminary Approval Order. Significantly, there have been **no objections and only one (1) request**
10 **for exclusion**. Bench Decl. ¶¶ 12-13. As such, nearly the entire Class (99.96%) will participate in the
11 Settlement and will be sent a settlement check. *See* Bench Decl. at ¶¶ 12, 16; Blumenthal Decl. ¶4.

12 The absence of any objector strongly supports the fairness, reasonableness and adequacy of the
13 Settlement. *See In re Austrian & German Bank Holocaust Litigation*, 80 F.Supp.2d 164, 175 (S.D.N.Y.
14 2000) (“If only a small number of objections are received, that fact can be viewed as indicative of the
15 adequacy of the settlement.”); *Stoetznier v. U.S. Steel Corp.*, 897 F.2d 115, 118-119 (3d. Cir. 1990) (29
16 objections out of 281 member class “strongly favors settlement”); *Laskey v. Int’l Union*, 638 F.2d 954
17 (6th Cir. 1981) (The fact that 7 out of 109 class members objected to the proposed settlement should
18 be considered when determining fairness of settlement). Here, where there are no objections, the
19 approval of the class is evident.

20 5. The Strength of Plaintiffs’ Case

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

1 Where both sides face significant uncertainty, the attendant risks favor settlement. *Hanlon v.*
2 *Chrysler Corp.*, 150 F.3d 1011, 1026 (9th Cir. 1998). Here, a number of defenses asserted by Defendant
3 present serious threats to the claims of the Plaintiffs and the other Class Members. Defendant asserted
4 that Defendant's practices complied with all applicable Labor laws. Defendant argued that Class
5 Members were paid for all time worked and that all work time was properly recorded. Defendant
6 contends that its meal and rest period policies fully complied with California law and Defendant did
7 not fail to provide the opportunity for legally required meal and rest breaks. Defendant could argue that
8 the payment of significant meal period premiums is evidence of its lawful practices. Defendant
9 contends that there was no failure to pay for business expenses and any cell phone usage was merely
10 convenient and voluntary such that reimbursement was not legally required. Finally, Defendant could
11 argue that the Supreme Court decision in *Brinker v. Superior Court*, 53 Cal. 4th 1004 (2012), weakened
12 Plaintiffs' claims, on liability, value, and class certifiability as to the meal and rest period claims.
13 Defendant also argues that based on their facially lawful practices, Defendant acted in good faith and
14 without willfulness, which if accepted would negate the claims for waiting time penalties and/or
15 inaccurate wage statements. See e.g. *Naranjo v. Spectrum Sec. Servs., Inc.*, 15 Cal. 5th 1056, 1065
16 (May 6, 2024) ("if an employer reasonably and in good faith believed it was providing a complete and
17 accurate wage statement in compliance with the requirements of section 226, then it has not knowingly
18 and intentionally failed to comply with the wage statement law.") Defendant's defenses could
19 eliminate or substantially reduce any recovery to the Class. While Plaintiffs believe that these defenses
20 could be overcome, Defendant maintains these defenses have merit and therefore present a serious risk
21 to recovery by the Class. Blumenthal Decl. ¶8(a).

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

24 Plaintiffs may have a strong case, but the risks inherent in continued litigation are great.
25 Defendants strongly deny liability for Plaintiffs' principal claim... [...T]he gross
26 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.

27 2009 U.S. Dist. LEXIS 33900 at *19-20 (N.D. Cal. 2009); see also *Browning v. Yahoo!, Inc.*, 2007
28 U.S. Dist. LEXIS 86266, at *30 (N.D. Cal. 2007) ("In considering the strength of Plaintiff's case, legal

1 uncertainties at the time of settlement - particularly those which go to fundamental legal issues - favor
2 approval.”). As recognized in a federal decision approving settlement of an overtime wage class action:

3 The potential complexity and possible duration of trial also weigh in favor of granting
4 final approval. Plaintiffs acknowledge the difficulties of proving damages, recognize the
5 uncertainty of outcome, and believe defendant would appeal in the event of adverse
6 judgment. A post-judgment appeal would require many years to resolve and delay
 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.

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

9 There was also a significant risk that, if the Action was not settled, Plaintiffs would be unable
10 to obtain a certified class and maintain the certified class through trial, and thereby not recover on
11 behalf of any employees other than themselves. At the time of the mediation, Defendant forcefully
12 opposed the propriety of class certification, arguing that individual issues precluded class certification.

13 Further, as demonstrated by the California Supreme Court decision in *Duran v. U.S. Bank National*
14 *Assn.*, 59 Cal.4th 1 (2014), there are significant hurdles to overcome for a class-wide recovery even
15 where the class has been certified. While other cases have approved class certification in wage and
16 hour claims, class certification in this action was hotly disputed and the maintenance of a certified class
17 through trial was by no means a foregone conclusion. Blumenthal Decl. ¶8(b).

18 In sum, the Settlement is a fair and reasonable result, and provides the Class with a significant
19 recovery, particularly when viewed in light of the fact that the Defendant asserted serious and
20 substantial defenses both to liability and to class certification. The maximum and average class
21 member allocation (in addition to their Individual PAGA Payment) are \$656.26 and \$148.31,
22 respectively. *See* Bench Decl. at ¶18. Given the complexities of this case, the defenses, along with the
23 uncertainties of proof and appeal, the proposed Settlement is fair, reasonable and adequate, and should
24 be finally approved. Blumenthal Decl. at ¶8(e).

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

26 As demonstrated by the decision in *Duran*, the complexities and duration of further litigation
27 cannot be overstated. There is little doubt that Defendant would post a bond and appeal in the event of
28

1 an adverse judgment. A post-judgment appeal by Defendant would have required many more years to
2 resolve, assuming the judgment was affirmed. If the judgment was not affirmed in total, then the case
3 could have dragged on for years after the appeal. The benefits of a guaranteed recovery today outweigh
4 an uncertain result three or more years in the future. Blumenthal Decl. ¶8(c).

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

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

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

24 *Id.* at *12.

25 7. The Amount Offered in Settlement

26 The Settlement in this case is fair, reasonable and adequate considering Defendant's defenses
27 to Plaintiffs' claims. As set forth in the Declaration of Nordrehaug in support of preliminary approval
28 which discussed the value of the class claims in detail, the Gross Settlement Amount compares
favorably to the value of the claims. Based upon 2,603 Participating Class Members who collectively
worked an estimated 75,717 Workweeks (530,173 Shifts), the Gross Settlement Amount provides an

1 average value of \$288 per Class Member and \$9.90 per workweek and, after deductions, the Net
2 Settlement Amount provides an average recovery of \$148.30 per Class Member and a recovery of \$5.09
3 per workweek. Blumenthal Decl. at ¶8(d).

4 The calculations to compensate for the amount due for the Class at the time of the mediation
5 were calculated by Berger Consulting, Plaintiffs' damage expert. As to the Class whose claims are at
6 issue in this Action, Plaintiffs used the expert to analyze the data and determine the potential unpaid
7 wages for the employees. The maximum potential damages were calculated to be \$3,851,114 for the
8 alleged unpaid wages due to off-the-clock work at 1 hour per week, \$2,964,877 for alleged meal period
9 damages based upon a 52% potential violation rate for shifts observed in the time records and after
10 deduction of meal premiums paid by Defendant, and \$1,158,911 for alleged rest period damages based
11 upon a 10% potential violation rate, \$203,235 for alleged unreimbursed business expenses for personal
12 cell phone usage at \$5 per month. Decl. Nordrehaug, ¶6. As a result, the total damage valuation was
13 calculated that Defendant was subject to a maximum damage claim in the amount of \$8,178,137. As
14 to potential penalties, Plaintiffs calculated that potential waiting time penalties were a maximum of
15 \$6,000,542, and potential maximum wage statement penalties were \$8,070,850.³ Defendant vigorously
16 disputed Plaintiffs' calculations and exposure theories. Blumenthal Decl. ¶8(d).

17 Consequently, the Gross Settlement Amount of \$750,000 represents more than 9% of the
18 maximum value of the alleged damages at issue in this case at the time this Settlement was negotiated.⁴
19 Importantly, the recent decision that good faith belief of compliance by the employer in *Naranjo v.*
20 *Spectrum Sec. Servs., Inc.*, 15 Cal. 5th 1056, 1065 (2024), could completely negate the claims for
21

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

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

1 waiting time and wage statement penalties, even if wages were owed to the Class. The above maximum
2 calculations should then be adjusted in consideration for both the risk of class certification and the risk
3 of establishing class-wide liability on all claims. Given the amount of the settlement as compared to
4 the potential value of claims in this case and the defenses asserted by Defendant, this settlement is fair
5 and reasonable.⁵ Clearly, the goal of this litigation has been met. Blumenthal Decl. ¶8(d).

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

8 **A. The Attorneys' Fees are Reasonable and Supported by the Percentage of the**
9 **Fund 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 Co.*
15 *v. Van Gemert*, 444 U.S. 472, 478 (1980); *Vincent v. Hughes Air West, Inc.*, 557 F.2d 759, 769 (9th Cir.
16 1997). The purpose of this equitable doctrine is to avoid unjust enrichment to the Class and to "spread
17 litigation costs proportionally among all the beneficiaries so that the active beneficiary does not bear
18 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 ⁵ See *Glass v. UBS Fin. Servs.*, 2007 U.S. Dist. LEXIS 8476 (N.D. Cal. 2007) (approving a
24 settlement where the settlement amount constituted approximately 25% of the estimated overtime
25 damages for the class); *Stovall-Gusman v. W.W. Granger, Inc.*, 2015 U.S. Dist. LEXIS 78671, at *12
26 (N.D. Cal. 2015) (granting final approval where "the proposed Total Settlement Amount represents
27 approximately 10% of what class might have been awarded had they succeeded at trial."); *Viceral v.*
28 *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 Blumenthal Decl. ¶11.

13 Second, the results delivered by Class Counsel also support the requested percentage of the
14 fund. Here, Plaintiffs and their counsel secured a \$750,000 settlement for the benefit of the Class, and
15 not one Class Member objected. The Settlement was possible because Defendant recognized the risks
16 that Plaintiffs could potentially prevail on any or all of the contested issues regarding liability, and
17 obtain class certification. Blumenthal Decl. ¶10(f). In successfully navigating these hurdles Class
18 Counsel displayed the necessary skills in both wage and hour and class action litigation. Moreover, as
19 discussed above, there were significant risks to the contingent litigation. *See Barbosa v. Cargill Meat*
20 *Solutions Corp.*, 297 F.R.D. 431, 449 (E.D. Cal. 2013) (“**Like this case, where recovery is uncertain,**
21 **an award of one-third of the common fund as attorneys’ fees has been found to be appropriate.**”)

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

27 Fourth, it is recognized that one of the primary factors justifying an enhanced attorney’s fees
28 reward is the attendant risks inherent in the litigation. Here, it is clear that a settlement fund of \$750,000

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

9 Fifth, the requested fee award is supported by the lodestar cross-check. The reasonableness of
10 the requested attorneys' fee of one-third equal to \$250,000 is also established by reference to Class
11 Counsel's lodestar in this matter. **The contemporaneous billing records for Class Counsel evidence**
12 **that through January 9, 2026, Class Counsel's total lodestar is \$168,610.00, with significant**
13 **additional fees still to be incurred to complete final approval and the settlement process.**
14 Blumenthal Decl. at ¶12 and Exhibit #3. The requested fee award is therefore currently equivalent to
15 Class Counsel's total lodestar with a reasonable multiplier cross-check of less than 1.5, and there will
16 be additional lodestar incurred by Class Counsel to complete the settlement process and manage the
17 settlement distribution and reports. Blumenthal Decl. at ¶12. In *Buccellato v. At&T Operations, Inc.*,
18 2011 U.S. Dist. LEXIS 85699, at *4 (N.D. Cal. 2011), the Court explained that a multiplier of 4.3 is
19 reasonable in such a contingent class action. Here, the multiplier cross-check is below the range of
20 reasonable multipliers approved in other cases.⁶ As noted in *Laffitte*, the lodestar multiplier cross-check
21 "does not override the trial court's primary determination of the fee as a percentage of the common
22

23 ⁶ See *Johnson v. Brennan*, 2011 U.S. Dist. LEXIS 105775 (S.D.N.Y. 2011) ("Courts regularly
24 award lodestar multipliers from two to six times lodestar"); *Buccellato v. At&T Operations, Inc.*, 2011
25 U.S. Dist. LEXIS 85699, at *4 (N.D. Cal. 2011) (4.3 multiplier is reasonable); *Laffitte*, *supra*, 1 Cal.
26 5th at 487 (approving 1/3 fee award with multiplier of 2.13); *Vizcaino v. Microsoft Corp.*, 290 F.3d
27 1043, 1051 (9th Cir. 2002) (3.65 multiplier approved); *Pellegrino v. Robert Half Intern., Inc.*, 182
28 Cal.App.4th 278 (2010) (in class actions reasonable multipliers of 2.0 to 4.0 are often applied);
Wershba, 91 Cal. App. 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);
Taylor v. Fedex Freight, Inc., 2016 U.S. Dist. LEXIS 142202 (E.D. Cal. 2016) (2.26 multiplier).

1 fund” and Courts may only consider adjustment when the “cross-check is extraordinarily high or low”.
2 *Laffitte, supra*, 1 Cal. 5th at 505. For such reasons, Class Counsel’s request for attorneys’ fees in the
3 amount of one-third of the common fund is fair and reasonable, and should be approved.

4 **B. The Reimbursement of Litigation Expenses**

5 The Agreement provides at paragraph 3.2(b), that Class Counsel may seek a “Class Counsel
6 Litigation Expenses Payment of not more than \$35,000.” Class Counsel requests reimbursement for
7 incurred litigation expenses and costs in the amount of \$23,949.03 based upon counsel’s billing records,
8 which is less than the “not to exceed” amount. These litigation expenses include filing fees, mediation
9 expenses, expert expenses (Berger Consulting), attorney service charges (OneLegal, Knox), and
10 delivery charges (FedEx), all of which are costs normally billed to the client.⁷ The details of the
11 litigation expenses incurred are set forth the Blumenthal Decl. at ¶13 and Exhibit #3. These costs were
12 reasonably incurred in the prosecution of the Action. Blumenthal Decl. at ¶13. Because these incurred
13 expenses were necessary to the successful prosecution of these claims, the request should be granted.

14 **C. The Service Award Is Reasonable and Should be Approved**

15 Plaintiffs respectfully submit that for their service as the only class representatives, Plaintiffs
16 should be awarded the agreed service award of \$10,000 each in accordance with the Agreement for
17 their time, risk and effort expended on behalf of the Class as the class representatives. (Agreement at
18 ¶ 3.2(a).) Defendant has agreed to these payments and there have been no objections to the requested
19 service awards. The Blumenthal Decl., at ¶14, provides a long list of equivalent service awards
20 approved in California in similar cases, which further supports the request in this case. Plaintiffs’
21 Declarations in support of this request are attached as Exhibits #5-7 to the Blumenthal Decl.

22 As the representatives of the Class, Plaintiffs performed their duties to the Class admirably and
23 without exception. Plaintiffs worked extensively with Class Counsel during the course of the litigation,
24 responding to numerous requests, searching for documents, working with counsel, and reviewing the

25
26 ⁷ Nontaxable costs are properly awarded where authorized by the parties’ agreement. *Stetson*, 821
27 F.3d at 1165. Accordingly, “[e]xpenses such as reimbursement for travel, meals, lodging, photocopying,
28 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 settlement documentation. Blumenthal Decl. at ¶ 14. Plaintiffs’ Declarations detail the involvement,
2 stress and risks they undertook as a result of this Action. Plaintiffs also assumed the serious risk that
3 they might possibly be liable for costs and fees to Defendant, as well as the reputational risk of being
4 “blacklisted” by other future employers for having filed a class action on behalf of employees.
5 Blumenthal Decl. at ¶15. Without Plaintiffs’ participation, cooperation and information, no other
6 employees would be receiving any benefit. Blumenthal Decl. at ¶¶ 15-16.

7 The payment of service awards to successful class representatives is appropriate and the amount
8 of \$10,000 each is well within the currently awarded range for similar settlements. *See, e.g., Andrews*
9 *v. Plains All Am. Pipeline L.P.*, 2022 U.S. Dist. LEXIS 172183, at *11 (C.D. Cal. 2022) (finding that
10 the requested service awards of \$15,000 each are appropriate); *Reynolds v. Direct Flow Med., Inc.*,
11 2019 U.S. Dist. LEXIS 149865, at *19 (N.D. Cal. 2019) (granting request for \$12,500 service award);
12 *Mathein v. Pier 1 Imps. (U.S.), Inc.*, 2018 U.S. Dist. LEXIS 71386 (E.D. Cal. 2018) (awarding \$12,500
13 where average class member payment was \$351); *Louie v. Kaiser Foundation Health Plan, Inc.*, 2008
14 WL 4473183, *7 (S.D. Cal. 2008) (awarding \$25,000 service award to each of six plaintiffs in
15 overtime class action); *Glass v. UBS Fin. Servs.*, 2007 WL 221862, *16-17 (N.D. Cal. 2007) (awarding
16 \$25,000 service award in overtime class action).

17 **VI. CONCLUSION**

18 Plaintiffs respectfully request that the settlement be finally approved as fair, reasonable and
19 adequate and requests entry of the Final Approval Order and Judgment, submitted herewith.

20 Respectfully submitted,

21 Dated: January 8, 2026

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