Brooke B. Nevels (SBN 302994)
Christopher E. Nichols (SBN 316417)
NEVELS NICHOLS, LLP
10650 Treena St., Suite 212
San Diego, CA 92131
Telephone: (619) 374-1100
Email: BNevels@NevelsNichols.com
Email: CNichols@NevelsNichols.com
Please also serve: Service@NevelsNichols.com

Lenden F. Webb (SBN 236377)
WEBB LAW GROUP, APC
466 W. Fallbrook Avenue, Suite 102
Fresno, CA 93711
Telephone: (559) 431-4888
Facsimile: (559) 821-4500
Email: LWebb@WebbLawGroup.com
Please also serve: Service@WebbLawGroup.com

Attorneys for Plaintiff VERONICA BASURTO PIMENTEL, Individually and on behalf of other similarly situated.

SUPERIOR COURT OF CALIFORNIA, COUNTY OF FRESNO

CIVIL UNLIMITED DIVISION

VERONICA BASURTO PIMENTEL, an individual and on behalf of others similarly situated, Plaintiff, vs. AGUSTIN MADRIGAL JR., an individual; and Does 1 through 100, inclusive, Defendants.	CASE NO. 24CECG00675 **MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT OF MOTION FOR FINAL APPROVAL OF CLASS SETTLEMENT** *Assigned for All Purposes to Dept. 502* *Hon. Kristi Culver Kapetan* Date: May 5, 2026 Time: 3:30 p.m. Dept: 502 Action Filed: February 15, 2024

///

///

///

///

///

TABLE OF CONTENTS:

TABLE OF AUTHORITIES:

Cases

Statutes

I. INTRODUCTION

Plaintiff VERONICA BASURTO PIMENTEL ("Plaintiff") respectfully submit this memorandum in support of the unopposed Motion for Final Approval of the Proposed Class Action Settlement with Defendant AGUSTIN MADRIGAL JR. ("Defendant") and also seek final approval of Plaintiff Alexander Bricks claims under the Private Attorneys General Act, Cal. Labor Code §§ 2699 *et seq.* (PAGA). The parties to this action have reached a Settlement and the Court preliminarily approved the Plaintiff's Motion for Preliminary Approval of Class Settlement on November 18, 2025, with an order entered on that same day ("Preliminary Approval Order"). In accordance with the Preliminary Approval Order, the approved Class Notice has been disseminated to the Class.

Plaintiff respectfully submits this memorandum in support of the unopposed motion for final approval and the proposed entry of the Final Approval Order and Judgment, submitted herewith. While the Settlement Agreement estimated 983 Class Members, it was later discovered that 980 Class Members would comprise the class. This increases the payout per class members above that originally contemplated by the Settlement Agreement, which is a benefit to the class. After disseminating the notice to the 980 members of the Class, at the time of filing, **there were zero valid objections, and zero opt-outs/requests for exclusion,** meaning that the entire Class has elected to participate in the Settlement, as the opt-out period for Class members has now expired. This overwhelmingly positive response evidences the Class' collective approval of the settlement, and Plaintiff respectfully submits that the class settlement should be finally approved for the same reasons that the Court preliminarily approved the settlement as fair, reasonable and adequate.

II. THE SETTLEMENT BEFORE THE COURT

The proposed non-reversionary Settlement provides a Gross Settlement Amount of $285,000 to resolve all claims, including those under PAGA. (Settlement Agreement ¶ 3.1). In addition to individual payments to Class Members, the Gross Settlement Amount includes Court-approved attorneys' fees and litigation costs, a service award for Plaintiff, PAGA penalties, and Settlement Administrator expenses. Defendant will separately pay employer-side payroll taxes. After deductions, the estimated Net Settlement Amount is $154,347.55, to be distributed pro rata based on the number of Class Pay Periods worked by each Participating Class Member during the Class Period. (Settlement Agreement ¶ 3.2.4). The class members will each receive meaningful relief, with Simpluris estimating that the average individual payment is $157.49 and the lowest payment being $46.36 and the highest being $2,271.86. (Declaration of Weisel ¶19*)*

Subject to Court approval, the Settlement allocates $14,250.00 toward PAGA penalties, with $10,687.50 payable to the LWDA and $3,562.50 to Aggrieved Employees, regardless of the opt-out status. PAGA payments will be allocated based on dividing the amount of Aggrieved Employees 25% share of PAGA Penalties by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period, then multiplying the result by each Aggrieved Employee's PAGA Pay Periods. (Settlement Agreement ¶ 3.2.8). The average individual PAGA payment is $6.45 and the range is $1.09 on the low end to $53.50 at most. (Declaration of Weisel ¶21)

Simpluris Inc. has served as the Settlement Administrator and estimates final administration costs at $9,000. The Administrator will distribute all payments within 14 days of the Effective Date. Uncashed checks will be void after 180 days, with residual funds redirected to the California Farmworker Foundation, in compliance with CPP § 384(b). (Settlement Agreement ¶ 4.4.3).

Plaintiff seeks approval of attorneys' fees in the amount of $95,000.00 (33.33% of the Gross Settlement), litigation costs of $7,402.45, (note that although costs were requested in the amount of $10,000.00, true costs were less which means atdditional money for the net settlement amount to be distributed pro rata to the Class based on the aforementioned criteria), and a service award of $5,000.00. These amounts are reasonable based on Class Counsel's work performed, lodestar cross-check, and results achieved. Supporting declarations and documentation are submitted herewith.

Given the risks of continued litigation, including certification challenges and contested liability, the Settlement represents a fair, reasonable, and adequate result for the Class. The Court should grant final approval.

III. GENERAL STANDARD OF REVIEW

Settlements of disputed claims are favored by the courts. *Huens v. Tatum*, 52 Cal. App. 4th 259, 265 (1997), *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.").

"[T]o prevent fraud, collusion or unfairness to the class, the settlement or dismissal of a class action requires court approval." *Dunk v. Ford Motor Co*., 48 Cal. App. 4th 1794, 1801 (1996) (citing *Malibu Outrigger Bd. of Governors v. Superior Court*, 103 Cal. App. 3d 573, 578-579 (1980)). Courts have emphasized that there is an initial presumption that the compromise is fair and reasonable where: (1) investigation and discovery are sufficient to allow counsel and the court to act intelligently; (2) the settlement is reached through arm's-length bargaining; (3) counsel is experienced in similar litigation; and (4) the percentage of objectors is small. *Dunk*, 48 Cal. App.4th at 1802, citing *Newberg & Conte, Newberg on Class Actions*, (3d ed. 1992) §11.41, pp. 11-91. Here, each factor weights in favor of a presumption of fairness.

IV. THE SETTLEMENT IS FAIR, REASONABLE, AND ADEQUATE

The Court must determine whether the settlement is fair, adequate, and reasonable. *Dunk v. Ford Motor Co*, 48 Cal.App.4th 1794, 1801 (1996); see also *Officers for Justice v. Civil Service Com'n*, 688 F.2d 615, 625 (9th Cir. 1982). The purpose of the requirement is "the protection of those class members, including the named plaintiffs, whose rights may not have been given due regard by the negotiating parties." *Dunk*, *supra*, at 1801.

The trial court has broad discretion to determine whether the settlement is fair. *Cellphone Termination Fee Cases*, 180 Cal. App. 4th 1110, 1117 (2009). The well-recognized factors that the trial court should consider in evaluating the reasonableness of a class action settlement agreement include: (i) the strength of plaintiffs' case; (ii) the risk, expense, complexity and likely duration of further litigation, (iii) the risk of maintaining class action status through trial, (iv) the amount offered in settlement, (v) the extent of discovery completed and the stage of the proceedings, (vi) the experience and views of counsel, (vii) the presence of a governmental participant, and (viii) the reaction of the class members to the proposed settlement. *Kullar v. Foot Locker Retail, Inc*., 168 Cal. App. 4th 116, 128 (2008).

The list of factors is not exhaustive and should be tailored to each case. *Dunk, supra*, at 1801. Due regard should be given to what is otherwise a private consensual agreement between the parties. *Id*. The inquiry "must be limited to the extent necessary to reach a reasoned judgment that the agreement is not the product of fraud or overreaching by, or collusion between, the negotiating parties, and that the settlement, taken as a whole, is fair, reasonable and adequate to all concerned." *Id*. "Ultimately, the [trial] court's determination is nothing more than 'an amalgam of delicate balancing, gross approximations and rough justice.'" *Id*. These factors are analyzed below, and all support final approval of the class action settlement before this Court, consistent with this Court's Preliminary Approval Order.

A. THE INVESTIGATION AND ANALYSIS OF DOCUMENTS ARE SUFFICIENT TO ALLOW COUNSEL AND THIS COURT TO ACT INTELLIGENTLY

Over the course of over two years of litigation the Parties engaged in the investigation of the claims, including the production of documents, class data, and other information, allowing for the full and complete analysis of liabilities and defenses to the claims in this matter. The procedural history and discovery and investigation performed was detailed in the Motion for Preliminary Approval for this matter.

B. THE SETTLEMENT WAS REACHED THROUGH ARM'S LENGTH BARGAINING

The Settlement was the product of litigation and arms-length mediation before the experienced and highly qualified Laurie Saldaña. Prior to settlement, Defendant provided Class Counsel with necessary information for the members of the Class, including payroll data and data concerning the composition and makeup of the Class. In preparation for Mediation, Plaintiffs prepared and submitted a Mediation Brief. On January 7, 2025, the Parties participated in a full-day mediation session with Ms. Saldaña, during which material terms of the settlement were negotiated and agreed upon. This mediation resulted in the drafting of the Memorandum of

Understanding, which was subsequently finalized in the Settlement Agreement and executed by all Parties. (Decl. of Nichols ¶ 13).

Defendant maintains it did not engage in any wrongdoing and has no legal liability arising out of the conduct alleged in the Action. Plaintiff and Class Counsel have determined that it is desirable and beneficial to the Class to resolve the Released Class Claims of the Class in accordance with this Settlement. Class Counsel are experienced and qualified to evaluate the class claims, the viability of the defenses asserted, and the risks and benefits of trial and settlement, especially with respect to wage and hour class actions, having previously litigated and certified similar claims against other employers. (Decl. of Webb ¶ 22-29). (Decl. of Nichols¶ 85-88)

The fact that the settlement was negotiated with the assistance of an experienced mediator supports approval. *Alberto v. GMRI, Inc.*, 252 F.R.D. 652, 666 (E.D. Cal. Jun 24, 2008); *Glass v. UBS Fin. Servs.*, 2007 U.S. Dist. LEXIS 8476; 15 Wage & Hour Cas. 2d (BNA) 1330, at *15 (N.D. Cal. 2007) ("The settlement was negotiated and approved by experienced counsel on both sides … with the assistance of a well-respected mediator … this factor supports approval …"). During the 5-month period from January 9, 2025, to January 24, 2025, the Settlement Agreement was drafted, finalized, and executed. Thereafter, the Settlement Agreement was presented by motion to this Court for Preliminary Approval.

Finally, the thirty-three and one-third percent (33.33%) of the Gross Settlement Amount for Attorney's Fees is appropriate given the significant efforts of Class Counsel. In support thereof, Plaintiff is submitting with this Motion, Declarations of Lenden F. Webb and Christopher E. Nichols.

C. CLASS COUNSEL IS EXPERIENCED IN SIMILAR LITIGATION

Class Counsel in this matter have extensive class action experience, having represented persons in class action lawsuits in both employment and wage and hour class actions. Class Counsel has previously litigated wage and hour class actions involving claims similar to this case and have been approved as experienced class counsel during contested motions in state and federal courts throughout California. As such, Class Counsel is experienced and knowledgeable in this area of law, and, having participated in every aspect of the settlement discussions, has concluded the Settlement is fair, adequate, and reasonable and in the best interest of the class. (Decl. of Webb ¶ 22-29), (Decl. of Nichols ¶85-88)

D. There are No Objections and No Class Members Opted Out

The reaction of the Class supports approval of the Settlement. On February 13, 2026, the Settlement Administrator mailed the Court-approved Class Notice to the Class Members, which provided each class member with the terms of the Settlement, including notice of the claims at issue and the financial terms of the settlement, including the attorneys' fees, costs, and service award that were being sought, how individual settlement awards would be calculated, and the specific, estimated payment amount to that individual. (See Decl. of Weisel ¶8). There have been no valid objections, and no valid requests to opt-out were received prior to the deadline. (See Decl. of Weisel ¶13-16).

The absence of any objector no opt-outs strongly supports the fairness, reasonableness and adequacy of the Settlement. *See In re Austrian & German Bank Holocaust Litigation*, 80 F. Supp. 2d 164, 175 (S.D.N.Y. 2000) ("If only a small number of objections are received, that fact can be viewed as indicative of the adequacy of the settlement."); *Stoetzner v. U.S. Steel Corp.*, 897 F.2d 115, 118-119 (3d. Cir. 1990) (29 objections out of 281 member class "strongly favors settlement"). Here, the widespread approval of the class is evident in light of the overwhelming participation and lack of any objection.

E. The Strength of Plaintiff's Case and The Risk, Expense, Complexity and Likely Duration of Further Litigation

The Action generally alleges that Plaintiff and other California Class Members were not properly paid for all hours worked. Plaintiff and Class Members further allege that they were not paid all minimum and overtime wages due, were not provided compliant off-duty meal and rest periods, were not timely paid all wages owed upon separation of employment, and were not provided accurate and complete itemized wage statements. The Action also asserts derivative claims for waiting time penalties, wage statement penalties, unfair business practices, and civil penalties under the Private Attorneys General Act ("PAGA"), and seeks unpaid wages, penalties, attorneys' fees, and litigation costs. Here, a number of defenses asserted by Defendant present serious challenges to the claims brought by Plaintiff and the other Settlement Class Members. Defendant expressly denies all allegations of wrongdoing and continues to assert that its employment practices complied with all applicable labor laws.

The California Supreme Court's decision in *Duran v. U.S. Bank National Assn.*, 59 Cal. 4th 1 (2014), underscores the difficulty of certifying and maintaining a class where liability and damages turn on individualized proof; even where plaintiffs allege uniform policies, they must still demonstrate through common evidence that such policies resulted in Labor Code violations as to the class as a whole. Here, several of Plaintiff's claims—including those concerning alleged unpaid wages, meal and rest period compliance, and wage statement accuracy—would likely require individualized inquiries into each employee's work schedules, pay records, and employment circumstances. Combined with Defendant's assertions of full compliance and good-faith payroll practices, these issues create a meaningful risk that class-wide adjudication would be contested, limited, or unsuccessful on the merits.

Plaintiff and Class Counsel, who are experienced in wage and hour class actions and PAGA litigation, have taken these risks into account, recognizing the expense and duration of continued litigation, including contested class certification proceedings, dispositive motions, trial, and potential appeals, all of which could substantially delay any recovery. This litigation was meaningfully investigated and evaluated, including the exchange of informal discovery and payroll data and participation in a full-day mediation before respected mediator Laurie Saldaña. Class Counsel conducted a thorough analysis of time and payroll records, evaluated the number of pay periods worked by Class Members and Aggrieved Employees, and carefully assessed the strengths and weaknesses of the claims and the defenses asserted. Based on this investigation and their experience litigating similar wage-and-hour matters, Plaintiff and Class Counsel submit that the proposed Settlement is fair, reasonable, and adequate, and in the best interests of the Settlement Class.

In sum, the proposed Settlement provides meaningful recovery to all Class Members with an average payment of $157.49 per Class Member while avoiding the uncertainties and delays of protracted litigation. (Declaration of Weisel ¶19) As recognized in *Glass v. UBS Fin. Servs.*, courts favor settlements when parties face substantial litigation risks and costs. Here too, the potential for adverse rulings, the need for individualized proof, and the limited economic damages from certain claims make the Settlement a fair and pragmatic resolution, thereon warranting final approval as fair, reasonable, and adequate under the circumstances.

F. The Amount Offered in Settlement

The calculations to compensate for the amount due to the Class Members at the time this Settlement was negotiated were calculated by Plaintiffs' Counsel, Christopher Nichols. Plaintiff's Counsel analyzed the data for scores of putative class members to determine the potential maximum damages for the class claims.

Based on calculations for the 6,086 workweeks worked by Class Members, it was determined assuming 2.5 hours of unpaid wages per week there would be $228,225 in unpaid wages. Assuming further this would have equated to an overtime premium amount of $114,112.50. (Decl. of Nichols ¶31-32) We determined the derivative penalties at $297,700 for Labor Code 226 exposure and $2,059,200 in waiting time penalties based on a waiting time penalty of $3,600 for 572 former employees and $547,740 for missed meal and rest breaks (Decl of Nichols ¶33-35. It was also estimated that there were $49,150 in unpaid reimbursements. (Decl of Nichols ¶36). These figures represent a total potential exposure of $3,296,127.50. (Decl of Nichols ¶37).

The above calculations should then be adjusted in consideration for both the risk of certification and the risk of establishing class-wide liability on all claims. Given that much of this number is vested in waiting time penalties and due to various risks associated with this matter, we believe that the true exposure was closer to $1 million. (Decl. of Nichols ¶38). The gross settlement amount of $285,000, is an amount that equates to 28.5% of that total and provides real meaningful monetary compensation for the class members.

The average settlement payment per class member is $157.49 and the lowest payment being $46.36 and the highest being $2,271.86. (Declaration of Weisel ¶19*)*. Plaintiffs argue that this Settlement in this case is fair, reasonable and adequate considering the Defendant's potential defenses to Plaintiffs' claims, the risk of the class becoming certified, and the total amount of the Settlement compared to the potential estimated available settlement.

G. Enhancements to Class Representatives are Justified

Requests for approval of enhancement/incentive payments to class representatives must include evidentiary support consistent with the parameters outlined in *Clark v. American Residential Services LLC*, 175 Cal.App.4th 785, 804-07 (2009). Relevant factors to consider in deciding whether such an award is warranted include (i) the actions the plaintiff has taken to protect the interests of the class; (ii) the degree to which the class has benefitted from those actions; (iii) the amount of time and effort the plaintiff expended in pursuing the litigation; (iv) the risk to the class representative in commencing suit, both financial and otherwise; (v) the notoriety and personal difficulties encountered by the class representative, (vi) the duration of the litigation; and (vii) the personal benefit (or lack thereof) enjoyed by the class representative as a result of the litigation. *See Cook v. Niedert,* 142 F.3d 1004, 1016 (7th Cir.1998); *see also Van Vranken v. Atlantic Richfield Co*., 901 F.Supp. 294, 299 (N.D.Cal.1995).

Here, Plaintiff Veronica Basurto Pimentel deserves and should be awarded an enhancement for the dedication of her personal time and efforts toward the protection of the Class. As outlined in her declaration, Plaintiff actively participated in the prosecution of this action, provided detailed factual information regarding Defendant's employment practices, assisted counsel in evaluating payroll and policy documents, and remained engaged throughout the litigation and mediation process. Her efforts were instrumental in achieving a favorable result for the approximately 980 Class Members.

V. THE ATTORNEYS' FEES REQUESTED ARE FAIR AND REASONABLE AND SHOULD BE APPROVED

In defining a reasonable fee, the Court should mimic the marketplace for cases involving a significant contingent risk such as this one. Our legal system places unique reliance on private litigants to enforce substantive provisions of employment law through class actions. See *Gentry v. Superior Court*, 42 Cal. 4th 443, 450-6 (2007) (confirming the public importance of private enforcement of overtime laws through class actions). Therefore, attorneys providing these substantial benefits should be paid an award equal to the amount negotiated in private bargaining that takes place in the legal marketplace. *Deposit Guaranty Nat. Bank, Jackson, Miss. v. Roper*, 445 U.S. 326, 338 (1980). The "percentage of the fund method more accurately reflects the results achieved." *Laffitte v. Robert Hall Internat. Inc,* 1 Cal. 5th 480, 489 (2016) (quoting *Rawlings v. Prudential-Bache Properties*, 9 F.3d 513, 519 (6th Cir. 1993)).

At the time this case was brought, the result was far from certain. Defendant’s practices at issue here had been in place for years, and Defendant proffered numerous defenses to the merits of the case and to class certification that created difficulties with proof and complex legal issues for Class Counsel to overcome. As discussed below, Defendant asserted that Defendant's practices complied with all applicable Labor laws. If successful, Defendant's defenses could eliminate or substantially reduce any recovery to the Class. While Plaintiff believes that these defenses could be overcome, Defendant maintains these defenses have merit and therefore present a serious risk to recovery by the Class.

This Settlement was possible only because Class Counsel were able to demonstrate to Defendant that there was a meaningful risk that Plaintiff would prevail on the factual and legal issues underlying liability, obtain class certification for settlement or litigation purposes, and overcome the evidentiary challenges associated with proving damages on a class-wide basis. In navigating these issues and engaging in arm’s-length negotiations that ultimately resulted in settlement, Class Counsel demonstrated the experience and skill expected of attorneys who regularly litigate complex wage-and-hour and PAGA matters. Here, Class Counsel pursued contested claims involving disputed payroll practices, meal and rest period compliance, and derivative penalty exposure, all of which presented significant litigation risk, including the possibility of failing to certify a class, limiting recoverable penalties, or recovering less than the amount achieved through settlement.

VI. THE FEE AWARD IS A REASONABLE PERCENTAGE OF THE TOTAL VALUE CREATED FOR THE BENEFIT OF THE CLASS

Class Counsel seeks an attorney fee award for their successful prosecution and resolution of this action, calculated as 33.33% of the total value of the common fund created by the Settlement. In cases such as the present, courts have long recognized that an appropriate method for determining the award of attorneys' fees is based on a percentage of the total value of benefits afforded to class members by the settlement. *Laffitte v. Robert Hall Internat. Inc,* 1 Cal. 5th 480, 489 (2016); *Boeing Co. v. Van Gemert*, 444 U.S. 472, 478 (1980); *Paul, Johnson, Alston & Hunt v. Graulty*, 886 F.2d 268, 272 (9th Cir. 1989); *Vincent v. Hughes Air West, Inc*. 557 F.2d 759, 769 (9th Cir. 1977). The settlement value here is $285,000, and a thirty-three and one-third percent (33.33%) fee award is reasonable and within the range of commonly awarded fees. Accordingly, Class Counsel reasonably requests $95,000 for attorneys' fees as a percentage (33.33%) of the common fund created for the benefit of the Class in accordance with the terms of the Agreement; this is an all-in common fund settlement without a reversion to the Defendant.

A. IN A COMMON FUND CASE, AN AWARD BASED UPON THE PERCENTAGE OF THE FUND IS APPROPRIATE

Courts routinely approve fee awards based on a percentage of the common fund in class actions. The California Supreme Court confirmed that trial courts may use this method in *Laffitee* noting its efficiency, fairness, and alignment with market-based principles. *Laffitee, 1 Cal.5th* at 480; *Lealao v. Beneficial Cal. Inc.*, 82 Cal.App.4th 19 (2000); *Apple Computer Inc. v. Superior Court*, 126 Cal.App.4th 1253 (2005).

Here, the 33.33% fee request aligns with awards approved in similar wage and hour class actions, often ranging between 30-40%. See *Beaver v. Tarsadia Hotels*, U.S. Dist. LEXIS 160214, at 28 (S.D. Cal. 2017); *Singer v. Becton Dickinson & Co*, WL 2196104 (S.D. Cal. 2010). Moreover, this is a non-reversionary settlement, and Class Members were notified of the requested percentage without objection.

Courts may also apply a lodestar cross-check to confirm reasonableness. Here, the implied multiplier is approximately 1.17 which is significantly below and certainly within the range deemed appropriate by *Laffitte* and other courts. Given the contingent risk, favorable result, market comparability, lack of objections, and reasonable lodestar, the requested 33.33% fee award is fair and should be approved.

B. The Fee Award is Supported By Class Counsel's Lodestar

The reasonableness of the requested attorneys' fee of Thirty-Three and One-Third percent equal to $95,000 is also established by reference to Class Counsel's lodestar in this matter. The contemporaneous billing records for Class Counsel evidence that through April 13, 2026, Class Counsel's total lodestar is $80,656.75 with some additional fees still to be incurred to complete final approval and the settlement process. The requested fee award is therefore currently equivalent to Class Counsel's total lodestar of 1.17 and there will be additional lodestar incurred by Class Counsel to complete the settlement process and manage the settlement distribution and reports. Such a multiplier is well within—and in fact, significantly below—the range of positive multipliers approved in other cases such as *Vizcaino* and *Laffitte*. As evidenced by the billing, Class Counsel's work was efficiently performed and highly successful. As a result, this Court may conclude that the requested award is fair and reasonable and is justified under California law.

C. The Fee Award is Supported By The: 1) Results Achieved, 2) Risk, 3) Skill Required, 4) Contingent Nature of the Fee, and 5) Awards In Similar Cases

Courts consider a five-part test in approving a reasonable percentage fee award in common fund cases, considering the: (1) results achieved; (2) risks of litigation; (3) skill and quality of work required; (4) contingent nature of the fee and the financial burden carried by the plaintiffs; and (5) awards made in similar cases. *In re Omnivision Technologies, Inc.*, 559 F.Supp.2d 1036, 1046 (N.D. Cal. 2007). Here, each factor supports the requested fee award.

1. The Results Achieved

"The overall result and benefit to the class from the litigation is the most critical factor in granting a fee award." *Id*. (quoting *In re Heritage Bond Litig. v. U.S. Trust Co. of Tex.*, 2005 U.S. Dist. LEXIS 13627, at 27-28 (C.D. Cal. 2005)). Here, Class Members are receiving a significant payment from this Settlement, which provides immediate monetary benefits to the Class Members that are superior to those recovered in similar wage and hour class actions; the result achieved therefore supports the requested award.

2. Risks of Litigation

"The risk that further litigation might result in Plaintiff not recovering at all, particularly a case involving complicated legal issues, is a significant factor in the award of fees." *Omnivision*, *Supra* at 1046-7. Here, a number of defenses asserted by Defendants present serious threats to the claims of Plaintiff and the other Settlement Class Members and thereby increase the risk inherent to such litigation as the present, including that Defendant's employment practices complied with all applicable Labor laws, the veracity of which would create additional hurdles in establishing derivative claims, such as inaccurate wage statements and waiting time penalties.

There was also a significant risk that, if the Actions were not settled, Plaintiff would be unable to obtain class certification and thereby not recover on behalf of any employees other than themselves. Defendant argued that the individual experience of each putative class member varied with respect to the claims. These defenses and hurdles represented substantial risks any of which could have resulted in the Class receiving nothing if the claims were litigated to trial. This factor therefore also supports an enhancement of the fee award.

3. The Skill Required and the Quality of Work

The issues presented in this case required more than just a general appreciation of wage and hour law and class action procedure because this area of practice is still developing as evidenced by the Supreme Court's decision in *Brinker Restaurant Corp. v. Superior Court*, 53 Cal. 4th 1004 (2012) and the Ninth Circuit's decision in *Sakkab v. Luxxotica Retail N. Am., Inc.*, 803 F.3d 425 (9th Cir. 2015). Here, the Settlement was possible only because Class Counsel was able to convince Defendant that Plaintiff could potentially prevail on the contested issues regarding liability, achieve class certification, overcome difficulties in proof as to monetary relief and take the case to trial if need be. In successfully navigating these hurdles inherent to both class actions and wage and hour claims, Class Counsel displayed the necessary skills in both wage and hour and class action litigation.

4. The Contingent Nature of the Fee and the Financial Burden

The contingent nature of this case strongly supports the requested fee award. Unlike hourly counsel, contingency lawyers assume significant financial risk, investing substantial time and advancing costs with no guarantee of recovery. As the California Supreme Court has recognized, a contingent fee must account for both the legal services rendered and the risk of nonpayment. *Graham v. DaimlerChrysler Corp.*, 34 Cal.4th 553, 580 (2004).

Class Counsel litigated this case for nearly two years without compensation, advancing all costs and facing the possibility of receiving nothing. The risks were especially pronounced given the vigorous defense and uncertain prospects for class certification and trial. The Ninth Circuit has repeatedly emphasized the need for risk-based enhancements in such circumstances. See *Stanger v. China Elec. Motor, Inc.*, 812 F.3d 734, 741 (9th Cir. 2016); *Stetson v. Grissom*, 821 F.3d 1157, 1166 (9th Cir. 2016).

5. Awards in Similar Cases

The attorneys' fees requested by Class Counsel are within the range of fees awarded in comparable cases. A review of class action settlements shows that the courts have historically awarded fees in the range of 20% to 50%, depending upon the circumstances of the case. *In re Warner Communications Sec. Lit,* 618 F.Supp. 735, 749-50 (S.D. N.Y. 1985). Class Counsel's requested fees are thirty-three and one-third percent of the total value of the case, a percentage well within the range of reasonableness given the excellent results obtained for the Class, the risks undertaken, and the skill of the prosecution. The following constitutes a non-exhaustive list of similar class action wage and hour cases wherein the fee and costs award was equivalent to one-third (1/3) of the total settlement value:

i. September 13, 2021; Smith v. California Protection and Investigation Services (Los Angeles Superior Court Case No. 19STCV14719).

ii. November 8, 2021; Securitas Wage and Hour Cases (Los Angeles Superior Court Case No. JCCP4837).

iii. November 17, 2021; Leon v. Sierra Aluminum Company (San Bernardino Superior Court Case No. CIVDS2010856).

iv. March 17, 2022; See's Candies Wage and Hour Cases (Los Angeles Superior Court Case No. JCCP5004).
v. April 12, 2022; O'Donnell v, Okta, Inc., (San Francisco Superior Court Case No. CGC-20-587665).
vi. May 23, 2022; Ettedgui v. WB Studio Enterprises Inc., (United States District Court, Central District of California Case No. 2:20-cv-08053-MCS-JDE).
vii. June 30, 2022; Armstrong, et al. v. Prometric LLC (Los Angeles Superior Court Case No. 20STCV29967).
viii. July 13, 2022; Crum v. S&D Carwash Management LLC, (Sacramento Superior Court Case No. 2019-00251338).
ix. August 10, 2022; Spears, et al. v. Health Net of California, Inc., (Sacramento Superior Court Case No. 34-2017- 00210560-CU-OE-GDS).

VII. CLASS COUNSEL'S COSTS WERE REASONABLY INCURRED

As part of the Agreement, the parties agreed that Class Counsel may seek "a Class Counsel Litigation Expense Payment of not more than $10,000." (Settlement Agreement ¶ 3.2.2). Class Counsel requests reimbursement for incurred litigation expenses and costs in the amount of $7,402.45 based upon counsel's billing records, which evidence that counsel incurred total litigation expenses in the total amount of $7,402.45. (Decl. of Nichols ¶ 83-84). This requested award is the amount of the actual costs incurred. These litigation expenses include the expenses incurred for filing fees, mediation expenses, process server/attorney service charges, all of which are costs normally billed to and paid by the client. The details of the litigation expenses incurred are set forth the respective Declarations from each firm and were reasonably incurred in the prosecution of the Action. Because these costs were reasonable and necessary to the successful prosecution of these claims, the request is reasonable and should be granted.

VIII. THE REQUESTED SERVICE AWARD IS REASONABLE

A $5,000 service award to Plaintiff Veronica Pimentel is fair and appropriate given her time, risk, and substantial efforts on behalf of the Class. The Settlement Agreement authorizes this amount, Defendant does not oppose it, and no Class Member objected to the request. (Settlement Agreement ¶ 3.2.1).

Courts evaluating service awards consider: (1) actions taken to benefit the class; (2) the class benefit resulting from those actions; (3) time and effort expended; (4) risks assumed, both financial and reputational; (5) any personal difficulties encountered; (6) the length of litigation;

and (7) the absence of direct benefit to the representative. *See Clark v. American Residential Servs.*, 175 Cal.App.4th 785, 804–07 (2009); *Cook v. Niedert*, 142 F.3d 1004, 1016 (7th Cir. 1998); *Van Vranken v. Atl. Richfield Co.*, 901 F. Supp. 294, 299 (N.D. Cal. 1995).

Here, Plaintiff participated in discovery, reviewed case documents, maintained communication with Class Counsel, and assisted in preparing for settlement. She also undertook personal risk, including the potential for liability for costs and reputational harm from acting as a named plaintiff against her former employer. Plaintiff is also providing a broader release than the rest of the Class. The Declaration of Pimentel details her involvement in this matter.

Courts regularly approve service awards in the $5,000–$10,000 range, and sometimes substantially higher. See *Mathein v. Pier 1 Imps.*, U.S. Dist. LEXIS 71386 (E.D. Cal. 2018) ($12,500); *Bellinghausen v. Tractor Supply Co.*, 306 F.R.D. 245, 268 (N.D. Cal. 2015) ($10,000); *Glass v. UBS Fin. Servs.*, U.S. Dist. LEXIS 8476, at *51–52 (N.D. Cal. 2007) ($25,000). Plaintiff's efforts directly enabled recovery for 118 Class Members and the resolution of complex claims. Accordingly, the requested $5,000 service award is well supported and should be approved.

IX. CONCLUSION

Plaintiff respectfully submit this brief in support of their proposition that the proposed settlement satisfies the standard of fairness established in California law and should therefore be finally approved as fair, reasonable, and adequate. Plaintiff further request entry of the Final Approval Order and Judgment submitted herewith.

Date: April 13, 2026

NEVELS NICHOLS, LLP

By: ___________________________

CHRISTOPHER E. NICHOLS
BROOKE B. NEVELS
LENDEN F. WEBB
Attorneys for PLAINTIFFS

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF FRESNO

I am employed in the County of San Diego, State of California. I am over the age of 18 and not a party to the within action. My primary business address is 10650 Treena Street, Suite 212, San Diego, California, 92131. On Monday, April 13, 2026, I served a copy of the following documents:

- **NOTICE OF MOTION FOR FINAL APPROVAL OF CLASS SETTLEMENT**
- **MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT OF FINAL APPROVAL OF CLASS SETTLEMENT**
- **DECLARATION OF LENDEN F. WEBB IN SUPPORT OF FINAL APPROVAL OF CLASS SETTLEMENT**
- **DECLARATION OF CHRISTOPHER E. NICHOLS IN SUPPORT OF FINAL APPROVAL OF CLASS SETTLEMENT**
- **DECLARATION OF ARRON WEISEL CLASS ADMINISTRATOR**
- **[PROPOSED] JUDGMENT**

[x] **By Electronic Service**: Based on a court order, Code of Civil Procedure Section 1010.6 and California Rules of Court Rule 2.251, or an agreement of the parties to accept electronic service. I caused the above documents to be sent to the person(s) at the e-mail address(es) set forth below.

[ ] **By Mail**: I placed the envelope for collection and mailing at the address(es) below, following our ordinary business practices. I am readily familiar with this firm's business practice for collecting and processing correspondence for mailing, on the same day that correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service, in a sealed envelope with postage fully prepaid. I am a resident or employed in the county where the mailing occurred. The envelope or package was placed in the mail at San Diego, California.

Rachelle Taylor Golden, Bar No. 295385
Alexa K. Smith, Bar No. 357360
Hanna B. Kim, Bar No. 363998
FENNEMORE LLP
8080 N Palm Avenue, Third Floor
Fresno, California 93711
Tel: (559) 432-4500
Fax: (559) 432-4590
Email: rgolden@fennemorelaw.com
Email: alexa.smith@fennemorelaw.com
Email: hkim@fennemorelaw.com
Attorneys for Defendant

Lenden F. Webb
Webb Law Group, APC
10509 Vista Sorrento Parkway, Suite 450
San Diego, CA 92121
Telephone (619) 399-7700
Email: LWebb@WebbLawGroup.com
Email: Service@WebbLawGroup.com
Attorneys for Plaintiffs

Labor and Workforce Development Agency ONLY VIA ONLINE FILING:
Submitted electronically via the LWDA's online PAGA filing portal at:
https://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html

NEVELS NICHOLS, LLP
10650 Treena St., Suite 212
San Diego, CA 92131

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on Monday, April 13, 2026, at San Diego, California.

MIKA INCE