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**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
IN AND FOR THE COUNTY OF SAN DIEGO**

YESENIA LOMELI, an individual, on  
behalf of herself and on behalf of all  
persons similarly situated, and on behalf  
of the State of California, as a private  
attorney general,

Plaintiff,

vs.

STARS INTERVENTION, INC., a  
California Corporation; and DOES 1  
through 50, inclusive,

Defendants.

CASE NO.: **24CU002537C**

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

Hearing Date: September 24, 2026  
Hearing Time: 9:00 a.m.  
*[Hearing scheduled by Orders dated February 27,  
2026 and June 26, 2026]*

Judge: Hon. Euketa Oliver  
Dept.: 75

Date Action Filed: July 24, 2024  
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     Class Action and PAGA Settlement Agreement (the “Agreement”), a true and correct copy of which  
4     is attached as Exhibit #2 to the Declaration of Kyle Nordrehaug (“Nordrehaug Decl.”).<sup>1</sup> In accordance  
5     with the Preliminary Approval Order dated February 27, 2026 (“Preliminary Approval Order”), the  
6     approved Class Notice has been disseminated to the Class.<sup>2</sup>

7             The purpose of this hearing is to determine whether the proposed settlement of the litigation  
8     should be finally approved. Plaintiff Yesenia Lomeli (“Plaintiff”) respectfully moves for final approval,  
9     including attorneys’ fees, costs and the service award, and entry of the Final Approval Order and  
10    Judgment. The settlement represents an excellent result for the Class and avoids the delays, risks, and  
11    costs of further litigation. After disseminating the Class Notice to the 414 members of the Class, **to**  
12    **date, there have been no objections and only one request for exclusion** from the Class, which means  
13    that currently nearly the entire Class (99.76%) has elected to participate in the Settlement. Nordrehaug  
14    Decl. ¶4. This is a positive response from the Class evidencing their collective approval of the  
15    settlement. As a result, Plaintiff respectfully submits that the class settlement should be finally approved  
16    for the same reasons that the Court preliminarily approved the settlement as fair, reasonable, and  
17    adequate.

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

19            As consideration for this Settlement, the Gross Settlement Amount to be paid by Defendant  
20    Stars Intervention, Inc. (“Defendant”) is Seven Hundred Thousand Dollars (\$700,000). (Agreement at  
21    ¶ 1.22.) Under the Settlement, the Gross Settlement Amount consists of the following elements: (1)  
22    payment of the Individual Class Payments to the Participating Class Members; (2) Class Counsel Fees  
23    Payment and Class Counsel Litigation Expenses Payment; (3) Administration Expenses Payment; (4)

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25            <sup>1</sup> Capitalized terms are defined in the Agreement.

26            <sup>2</sup> The “Class” is defined as “all current and former non-exempt employees who worked for  
27    Defendant in the State of California during the Class Period.” (Preliminary Approval Order at ¶5.) The  
28    “Class Period” is July 24, 2020, through August 28, 2025. (Preliminary Approval Order at ¶5;  
Stipulation and Order dated May 26, 2026 [ROA #46].)

1 the Class Representative Service Payment to the Plaintiff; and (5) the PAGA Penalties payment, which  
2 is to be allocated 25% to the Aggrieved Employees and 75% to the LWDA. (Agreement at ¶ 1.22.) The  
3 Gross Settlement Amount does not include Defendant's share of employer-side payroll taxes which will  
4 be paid separately and not out of the Gross Settlement Amount. (Agreement at ¶ 3.1.) The Gross  
5 Settlement Amount shall not revert to Defendant. (Agreement at ¶ 3.1.) Nordrehaug Decl. ¶3(b). The  
6 following is a table of the key financial terms of the Settlement and the proposed deductions:

7 **\$700,000** (Gross Settlement Amount)

- 8 - \$15,000 (Plaintiff's proposed service award - not to exceed amount)
- 9 - \$22,000 (Class Counsel Litigation Expenses Payment - not to exceed amount)
- 10 - \$233,333 (Class Counsel Fees Payment - not to exceed 1/3 of settlement)
- 11 - \$15,000 (PAGA Payment - 75% to LWDA / 25% to Aggrieved Employees)
- 12 - \$12,290 (Administration Expenses Payment - not to exceed amount)

13 **\$402,377** (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 Nordrehaug 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 \$700,000 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. Nordrehaug 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. Ford*  
17 *Motor Co.*, 48 Cal.App.4th 1794, 1801 (1996); *see also Officers for Justice v. Civil Service Com'n*, 688  
18 F.2d 615, 625 (9th Cir. 1982). The trial court has broad discretion to determine whether the settlement  
19 is fair. *Cellphone Termination Fee Cases*, 180 Cal.App.4th 1110, 1117 (2009). “The well-recognized  
20 factors that the trial court should consider in evaluating the reasonableness of a class action settlement  
21 agreement include 'the strength of plaintiffs' case, the risk, expense, complexity and likely duration of  
22 further litigation, the risk of maintaining class action status through trial, the amount offered in  
23 settlement, the extent of discovery completed and the stage of the proceedings, the experience and views  
24 of counsel, the presence of a governmental participant, and the reaction of the class members to the  
25 proposed settlement.” *Kullar v. Foot Locker Retail, Inc.*, 168 Cal.App.4th 116, 128 (2008) (internal  
26 citations omitted); *see also Munoz v. BCI Coca-Cola Bottling Co. of L. A.*, 186 Cal.App.4th 399, 408  
27 (2010).

28 The list of factors is not exhaustive and should be tailored to each case. *Dunk, supra*, at 1801.

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

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

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

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

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

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

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

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

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

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

11 From October 2025 to January 2026, the initial settlement agreement and exhibits thereto were  
12 drafted, negotiated and executed. On February 27, 2026, the Court issued its Order granting preliminary  
13 approved of the settlement as fair, adequate, and reasonable to the Class. Nordrehaug Decl. ¶7(c).

### 14 3. Class Counsel is Experienced in Similar Litigation

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

### 24 4. Currently There Are No Objections and Only One Request for Exclusion

25 The reaction of the Class unequivocally supports approval of the Settlement. On July 9, 2026,  
26 the Administrator mailed the Court-approved Class Notice to the Class Members, which provided each  
27 class member with the terms of the Settlement, including notice of the claims at issue and the financial  
28 terms of the settlement, including the attorneys' fees, costs, and service award that were being sought,

1 how individual settlement awards would be calculated, and the specific, estimated payment amount to  
2 that individual. See Declaration of Madely Nava (“Decl. Nava”) at ¶7. In disseminating the notice, the  
3 Administrator followed the notice procedures authorized by the Court in its Preliminary Approval  
4 Order. Currently, there have been no objections and only one request to opt-out, which means that at  
5 this time, nearly the entire Class (100%) will participate in the Settlement and will be sent a settlement  
6 check. Decl. Nava at ¶¶ 10-12; Nordrehaug Decl. ¶4. The Response Deadline ends on September 7,  
7 2026, so the final details of the Administration process will be detailed in the forthcoming Declaration  
8 of Madely Nava to be filed before the hearing on this motion and after this Response Deadline.

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

#### 17               5.       The Strength of Plaintiff’s Case

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

26       Where both sides face significant uncertainty, the attendant risks favor settlement. *Hanlon v.*  
27 *Chrysler Corp.*, 150 F.3d 1011, 1026 (9th Cir. 1998). Here, a number of defenses asserted by  
28 Defendant present serious threats to the claims of the Plaintiff and the other Class Members. Defendant

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

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

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

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

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

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

11 There was also a significant risk that, if the Action was not settled, Plaintiff would be unable  
12 to certify a class and maintain that certification through trial, and thereby not recover on behalf of any  
13 employees other than themselves. At the time of the mediation, Defendant forcefully opposed the  
14 propriety of class certification, arguing that individual issues precluded class certification. Further, as  
15 demonstrated by the California Supreme Court decision in *Duran v. U.S. Bank National Assn.*, 59 Cal.  
16 4th 1 (2014), there are significant hurdles to overcome for a class-wide recovery even where the class  
17 has been certified. While other cases have approved class certification in wage and hour claims, class  
18 certification in this action was hotly disputed and the maintenance of a certified class through trial was  
19 by no means a foregone conclusion. Nordrehaug Decl. ¶8(b).

20 In sum, the Settlement is a fair and reasonable result, and provides the Class with a significant  
21 recovery, particularly when viewed in light of the fact that the Defendant asserted serious and  
22 substantial defenses both to liability and to class certification. The maximum and average Class  
23 Member allocation currently are \$4,675.29 and \$974.28, respectively. See Decl. Nava at ¶ 17. Given  
24 the complexities of this case, the defenses, along with the uncertainties of proof and appeal, the  
25 proposed Settlement is fair, reasonable and adequate, and should be finally approved. Nordrehaug Decl.  
26 at ¶8(e).

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

28 As demonstrated by the decision in *Duran*, the complexities and duration of further litigation  
cannot be overstated. There is little doubt that Defendant would post a bond and appeal in the event  
of an adverse judgment. A post-judgment appeal by Defendant would have required many more years  
to resolve, assuming the judgment was affirmed. If the judgment was not affirmed in total, then the case

1 could have dragged on for years after the appeal. The benefits of a guaranteed recovery today outweigh  
2 an uncertain result three or more years in the future. Nordrehaug Decl. ¶8(c).

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

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

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

22 *Id.* at \*12.

#### 23 7. The Amount Offered in Settlement

24 The Settlement in this case is fair, reasonable and adequate considering Defendant's defenses  
25 to Plaintiff's claims. As set forth in the Declaration of Nordrehaug in support of preliminary approval  
26 which discussed the value of the class claims in detail, the Gross Settlement Amount compares  
27 favorably to the value of the claims. Based upon 413 Participating Class Members who worked an  
28 estimated 22,881 work weeks, the Gross Settlement Amount provides an average value of \$1,694 per  
Class Member and \$30 per Workweek and after deductions the Net Settlement Amount provides an

1 average recovery of \$974.27 per Class Member and a recovery \$17.58 per Workweek. Nordrehaug  
2 Decl. at ¶8(d).

3 The calculations to compensate for the amount due for the Class at the time of the mediation  
4 were calculated by Berger Consulting, Plaintiff's damage expert. As to the Class whose claims are at  
5 issue in this Action, Plaintiffs used this expert to analyze the data and determine the potential unpaid  
6 wages for the employees. The maximum potential damages were calculated to be \$120,349 for alleged  
7 unpaid reporting time pay, \$499,499 for the alleged unpaid wages for off-the-clock work at 1 hour per  
8 week, \$53,345 for the alleged underpaid sick pay due to the miscalculation of the regular rate, \$21,523  
9 for alleged missed meal period damages based upon the maximum 2.3% violation rate observed in the  
10 records and after deduction of premiums already paid by Defendant, \$489,945 for alleged rest period  
11 damages based the 38.2% violation rate observed in the records, \$27,445 for alleged unreimbursed cell-  
12 phone expenses at \$5 per month. Decl. Nordrehaug, ¶6. As a result, the total damage valuation was  
13 calculated such that Defendant was subject to a maximum damage claim in the amount of \$1,212,106.  
14 As to potential penalties, Plaintiffs calculated that potential waiting time penalties were a maximum of  
15 \$1,035,076, and potential maximum wage statement penalties were \$382,150.<sup>3</sup> Defendant vigorously  
16 disputed Plaintiff's calculations and exposure theories. Nordrehaug Decl. ¶8(d).

17 Consequently, the Gross Settlement Amount of \$700,000 represents more than 57% of the  
18 maximum value of the alleged damages at issue in this case at the time this Settlement was negotiated.<sup>4</sup>  
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

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22 <sup>3</sup> 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 Defendant, including, a good faith dispute defense as to whether any premium wages for  
25 meal or rest periods or other wages were owed given Defendant's position that Plaintiff 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 dispute  
28 as to whether and when the wages were due.").

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

1 waiting time and wage statement penalties, even if wages were owed to the Class. The above maximum  
2 calculations should then be realistically risk-adjusted in consideration for both the risk of class  
3 certification and 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.<sup>5</sup> Clearly, the goal of this litigation has been met. 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 Method**

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

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

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23  
24 <sup>5</sup> 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 settlement "represents approximately 10% of what  
28 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 members, and the trial court in its equitable powers awards class counsel a fee out of that fund, the court  
2 may determine the amount of a reasonable fee by choosing an appropriate percentage of the fund  
3 created”). Under the percentage of the fund method, a court’s objective remains to “mimic the market”  
4 in fixing a reasonable fee. See *Gaskill v. Gordon*, 160 F.3d 361, 363 (7th Cir. 1998).

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

12 Second, the results delivered by Class Counsel also support the requested percentage of the fund.  
13 Here, Plaintiff and her counsel secured a \$700,000 settlement for the benefit of the Class, and not one  
14 Class Member objected. The Settlement was possible only because Class Counsel was able to convince  
15 Defendant that Plaintiff could potentially prevail on the contested issues regarding liability, maintain  
16 class certification, overcome difficulties in proof as to monetary relief and take the case to trial if need  
17 be. Nordrehaug Decl. ¶10(f). In successfully navigating these hurdles Class Counsel displayed the  
18 necessary skills in both wage and hour and class action litigation. Moreover, as discussed above, there  
19 were significant risks to the contingent litigation. See *Barbosa v. Cargill Meat Solutions Corp.*, 297  
20 F.R.D. 431, 449 (E.D. Cal. 2013) (“**Like this case, where recovery is uncertain, an award of**  
21 **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 that  
26 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 \$700,000

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 \$233,333 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 August 28, 2026, Class Counsel's total lodestar is \$151,650.00, with significant**  
13 **additional fees still to be incurred to complete final approval and the settlement process.**  
14 (Nordrehaug Decl. at ¶12 and Exhibit #3.) The requested fee award is therefore currently equivalent  
15 to Class Counsel's total lodestar with a reasonable multiplier of less than 1.6, and there will be  
16 additional lodestar incurred by Class Counsel to complete the settlement process and manage the  
17 settlement distribution and reports. (Nordrehaug Decl. at ¶12.) Such a multiplier is well below the  
18 range of multipliers approved in other cases such as *Laffitte* and *Vizcaino v. Microsoft Corp.*, 290 F.3d  
19 1043, 1051 (9th Cir. 2002).<sup>6</sup> As noted in *Laffitte*, the lodestar multiplier cross-check "does not override  
20 the trial court's primary determination of the fee as a percentage of the common fund" and Courts may  
21 only consider adjustment when the "cross-check is extraordinarily high or low". *Laffitte, supra*, 1 Cal.  
22 5th at 505. Because the lodestar cross-check is below the accepted range and is therefore not

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23  
24 <sup>6</sup> See *Laffitte, supra*, 1 Cal. 5th at 487 (approving 1/3 fee award with multiplier of 2.13); *Vizcaino*  
25 *supra*, at 1051 (3.65 multiplier approved); *Pellegrino v. Robert Half Intern., Inc.*, 182 Cal.App.4th 278  
26 (2010) (in class actions reasonable multipliers of 2.0 to 4.0 are often applied); *Wershba*, 91 Cal. App.  
27 4th at 255 ("multipliers can range from 2 to 4 or even higher."); *In re Sutter Health Uninsured Pricing*  
28 *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  
range of 2 to 4); *Taylor v. Fedex Freight, Inc.*, 2016 U.S. Dist. LEXIS 142202 (E.D. Cal. 2016) (2.26  
multiplier).

1 “extraordinarily high”, no percentage adjustment is warranted under *Laffitte*. For such reasons, Class  
2 Counsel’s request for attorneys’ fees is reasonable and should be approved.

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

4 The Agreement provides at paragraph 3.2(b), that Class Counsel may seek a “Class Counsel  
5 Litigation Expenses Payment of not more than \$22,000.” Class Counsel requests reimbursement for  
6 incurred litigation expenses and costs in the amount of \$22,000. Class Counsel have incurred  
7 \$30,874.85 based upon counsel’s billing records. These litigation expenses include the expenses  
8 incurred for filing fees, mediation expenses, expert expenses (Berger Consulting), and attorney service  
9 charges (Knox and OneLegal), all of which are costs normally billed to and paid by the client.<sup>7</sup> The  
10 details of the litigation expenses incurred are set forth the Nordrehaug Decl. at ¶13 and Exhibit #3.  
11 These costs were reasonably incurred in the prosecution of the Action. (Nordrehaug Decl. at ¶13.)  
12 Because these costs were necessary to the successful prosecution of these claims, the request should be  
13 granted.

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

15 Plaintiff respectfully submit that for her service as the sole class representative, Plaintiff should  
16 be awarded the agreed service award of \$15,000, in accordance with the Agreement for her time, risk  
17 and effort expended on behalf of the Class as the class representative. (Agreement at ¶ 3.2(a).)  
18 Defendant has agreed to this payment and there have been no objections to the requested service award.  
19 The Nordrehaug Decl., at ¶14, provides a long list of equivalent service awards approved in California  
20 in similar cases, which further supports the request in this case. The Plaintiff’s Declaration is submitted  
21 in support of this request and is attached as Exhibit #5 to the Nordrehaug Decl.

22 As the only representative of the Class, Plaintiff performed her duties to the Class admirably and  
23 without exception. Plaintiff 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 <sup>7</sup> 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. (Nordrehaug Decl. at ¶ 14.) The Plaintiff's Declaration details the  
2 involvement, stress and risks she undertook as a result of this Action. Plaintiff also assumed the  
3 serious risk that she might possibly be liable for costs and fees to Defendant, as well as the reputational  
4 risk of being "blacklisted" by other future employers for having filed a class action on behalf of  
5 employees. (Nordrehaug Decl. at ¶15.) Without the Plaintiff's participation, cooperation and  
6 information, no other employees would be receiving any benefit. (Nordrehaug Decl. at ¶¶ 15-16).

7 The payment of a service award to a successful class representative is appropriate and the  
8 amount of \$10,000 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) (service awards  
10 of \$15,000 each are appropriate); *Reynolds v. Direct Flow Med., Inc.*, 2019 U.S. Dist. LEXIS 149865,  
11 at \*19 (N.D. Cal. 2019) (granting \$12,500 service award); *Mathein v. Pier 1 Imps. (U.S.), Inc.*, 2018  
12 U.S. Dist. LEXIS 71386 (E.D. Cal. 2018) (awarding \$12,500 where average class member payment was  
13 \$351); *Louie v. Kaiser Foundation Health Plan, Inc.*, 2008 WL 4473183, \*7 (S.D. Cal. Oct. 06, 2008)  
14 (awarding \$25,000 service award to each of six plaintiffs); *Glass v. UBS Fin. Servs.*, 2007 WL 221862,  
15 \*16-17 (N.D. Cal. 2007) (awarding \$25,000 service award). Class Counsel respectfully request  
16 approval of the Class Representative Service Payment in accordance with the Agreement.

## 17 18 **VI. CONCLUSION**

19 Plaintiff respectfully submits that the proposed settlement satisfies the standard of fairness  
20 established in California law and should therefore be finally approved as fair, reasonable and adequate  
21 and requests entry of the Final Approval Order and Judgment, submitted herewith.

22 Respectfully submitted,

23 Dated: August 28, 2026

24 **BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP**  
25 By: /s/ Kyle Nordrehaug  
26 Kyle R. Nordrehaug  
27 Attorneys for Plaintiff  
28