

**BLUMENTHAL NORDREHAUG BHOWMIK  
DE BLOUW LLP**

Kyle R. Nordrehaug (State Bar #205975)

Aparajit Bhowmik (State Bar #248066)

Piya Mukherjee (State Bar #274217)

2255 Calle Clara

La Jolla, CA 92037

Telephone: (858)551-1223

Facsimile: (858) 551-1232

Email: [Kyle@bamlawca.com](mailto:Kyle@bamlawca.com)

Website: [www.bamlawca.com](http://www.bamlawca.com)

Attorneys for Plaintiff

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

JOEL VELEZ, an individual, on behalf of  
himself and on behalf of all persons  
similarly situated,

Plaintiffs,

vs.

HERBER AIRCRAFT SERVICE, INC., a  
California Corporation; and DOES 1  
through 50, inclusive,

Defendants.

**Case No. 24STCV12247**

**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 16, 2026

Hearing Time: 10:30 a.m.

*[Hearing scheduled by Orders dated February  
20, 2026 and May 21, 2026]*

Judge: Hon. Carolyn B. Kuhl

Dept.: SS-12

Action Filed: May 15, 2024

Trial Date: Not set

## TABLE OF CONTENTS

|      |                                                                                                                         |      |
|------|-------------------------------------------------------------------------------------------------------------------------|------|
| I.   | INTRODUCTION .....                                                                                                      | -1-  |
| II.  | THE SETTLEMENT BEFORE THE COURT .....                                                                                   | -1-  |
| III. | GENERAL STANDARDS APPLICABLE TO JUDICIAL REVIEW AND APPROVAL<br>OF CLASS ACTION SETTLEMENTS.....                        | -2-  |
| IV.  | THE SETTLEMENT IS FAIR, REASONABLE, AND ADEQUATE .....                                                                  | -3-  |
| A.   | The Settlement Satisfies the California Test for Fairness.....                                                          | -4-  |
| 1.   | The Investigation and Analysis of Documents are Sufficient to Allow<br>Counsel and the Court to Act Intelligently ..... | -4-  |
| 2.   | The Settlement was Reached Through Arm's Length Bargaining.....                                                         | -4-  |
| 3.   | Class Counsel Is Experienced in Similar Litigation.....                                                                 | -5-  |
| 4.   | There Are No Objections and No Requests for Exclusion.....                                                              | -5-  |
| 5.   | The Strength of Plaintiff's Case .....                                                                                  | -6-  |
| 6.   | The Risk, Expense, Complexity, and Likely Duration of Further<br>Litigation.....                                        | -8-  |
| 7.   | The Amount Offered in Settlement.....                                                                                   | -9-  |
| V.   | THE REQUESTED ATTORNEYS' FEES, COSTS AND SERVICE AWARD<br>SHOULD BE APPROVED .....                                      | -11- |
| A.   | The Attorneys' Fees are Reasonable and Supported by the Percentage<br>of the Fund Method.....                           | -11- |
| B.   | The Reimbursement of Litigation Expenses.....                                                                           | -14- |
| C.   | The Service Award Is Reasonable and Should be Approved.....                                                             | -14- |
| VI.  | CONCLUSION.....                                                                                                         | -15- |

## TABLE OF AUTHORITIES

| <b>Cases:</b>                                                                                                                                                                                                | <b>Page:</b> |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|
| <i>7-Eleven Owners for Fair Fran. v. Southland Corp.</i> ,<br>85 Cal. App. 4 <sup>th</sup> 1135 (2000) . . . . .                                                                                             | 2, 3         |
| <i>Alberto v. GMRI, Inc.</i> ,<br>252 F.R.D. 652 (E.D. Cal. Jun 24, 2008) . . . . .                                                                                                                          | 5            |
| <i>Andrews v. Plains All Am. Pipeline L.P.</i> ,<br>2022 U.S. Dist. LEXIS 172183 (C.D. Cal. 2022). . . . .                                                                                                   | 15           |
| <i>Barbosa v. Cargill Meat Solutions Corp.</i> ,<br>297 F.R.D. 431 (E.D. Cal. 2013) . . . . .                                                                                                                | 12           |
| <i>Barcia v. Contain-A-Way, Inc.</i> ,<br>2009 U.S. Dist. LEXIS 17118 (S. D. Cal. 2009) . . . . .                                                                                                            | 8            |
| <i>Boeing Co. v. Van Gemert</i> ,<br>444 U.S. 472 (1980) . . . . .                                                                                                                                           | 11           |
| <i>Brinker v. Superior Court</i> ,<br>53 Cal. 4th 1004 (2012) . . . . .                                                                                                                                      | 7            |
| <i>Browning v. Yahoo!, Inc.</i> ,<br>2007 U.S. Dist. LEXIS 86266 (N.D. Cal. Nov. 16, 2007) . . . . .                                                                                                         | 7            |
| <i>Cellphone Termination Fee Cases</i> ,<br>180 Cal. App. 4th 1110 (2009) . . . . .                                                                                                                          | 3            |
| <i>Chavez v. Netflix, Inc.</i> ,<br>162 Cal.App.4th 43 (2008) . . . . .                                                                                                                                      | 13           |
| <i>Dunk v. Ford Motor Co.</i> ,<br>48 Cal. App. 4th 1794 (1996) . . . . .                                                                                                                                    | 3            |
| <i>Dunleavy v. Nadler (In re Mego Fin. Corp. Sec. Litig.)</i> ,<br>213 F.3d 454, 459 (9th Cir. 2000) . . . . .                                                                                               | 11           |
| <i>Duran v. U.S. Bank National Assn.</i> ,<br>59 Cal. 4th 1 (2014) . . . . .                                                                                                                                 | 8            |
| <i>Gaskill v. Gordon</i> ,<br>160 F.3d 361 (7th Cir. 1998) . . . . .                                                                                                                                         | 12           |
| <i>Glass v. UBS Fin. Servs.</i> ,<br>2007 U.S. Dist. LEXIS 8476; 15 Wage & Hour Cas. 2d (BNA) 1330 (N.D.Cal. 2007);<br><i>aff'd</i> 2009 U.S. App. LEXIS 10328 (9 <sup>th</sup> Cir. May 14, 2009) . . . . . | 5, 9, 11, 15 |
| <i>Hanlon v. Chrysler Corp.</i> ,<br>150 F.3d 1011 (9 <sup>th</sup> Cir. 1998) . . . . .                                                                                                                     | 6            |
| <i>Hopson v. Hanesbrands Inc.</i> ,<br>2009 U.S. Dist. LEXIS 33900 (N.D. Cal. 2009) . . . . .                                                                                                                | 7            |

|    |                                                                            |            |
|----|----------------------------------------------------------------------------|------------|
| 1  | <i>Huens v. Tatum,</i>                                                     |            |
| 2  | 52 Cal. App. 4 <sup>th</sup> 259 (1997).                                   | 2          |
| 3  | <i>In re Austrian &amp; German Bank Holocaust Litigation,</i>              |            |
| 4  | 80 F. Supp. 2d 164 (S.D.N.Y. 2000).                                        | 6          |
| 5  | <i>In re Sutter Health Uninsured Pricing Cases,</i>                        |            |
| 6  | 171 Cal.App.4th 495 (2009).                                                | 14         |
| 7  | <i>Kullar v. Foot Locker Retail, Inc.,</i>                                 |            |
| 8  | 168 Cal. App. 4th 116 (2008).                                              | 3          |
| 9  | <i>Laffitte v. Robert Half Int'l,</i>                                      |            |
| 10 | 1 Cal. 5th 480 (2016)                                                      | 11, 12, 13 |
| 11 | <i>Laskey v. Int'l Union,</i>                                              |            |
| 12 | 638 F.2d 954 (6th Cir. 1981)                                               | 6          |
| 13 | <i>Louie v. Kaiser Foundation Health Plan, Inc.,</i>                       |            |
| 14 | 2008 U.S. Dist. LEXIS 78314 (S.D. Cal. 2008)                               | 8, 15      |
| 15 | <i>Ma v. Covidien Holding, Inc.,</i>                                       |            |
| 16 | 2014 WL 2472316, (C.D. Cal. 2014)                                          | 11         |
| 17 | <i>Mathein v. Pier 1 Imps.,</i>                                            |            |
| 18 | 2018 U.S. Dist. LEXIS 71386, 168 Lab. Cas. (CCH) P36,620 (E.D. Cal. 2018). | 15         |
| 19 | <i>Munoz v. BCI Coca-Cola Bottling Co. of Los Angeles,</i>                 |            |
| 20 | 186 Cal. App. 4th 399 (2010).                                              | 3          |
| 21 | <i>Naranjo v. Spectrum Sec. Servs., Inc.,</i>                              |            |
| 22 | 15 Cal. 5th 1056 (2024)                                                    | 7, 10      |
| 23 | <i>Nordstrom Commission Cases,</i>                                         |            |
| 24 | 186 Cal. App. 4th 576 (2010)                                               | 10         |
| 25 | <i>Officers for Justice v. Civil Service Com'n,</i>                        |            |
| 26 | 688 F.2d 615 (9th Cir. 1982)                                               | 3          |
| 27 | <i>Pellegrino v. Robert Half Intern., Inc.,</i>                            |            |
| 28 | 182 Cal.App.4th 278 (2010)                                                 | 13         |
|    | <i>Reynolds v. Direct Flow Med., Inc.,</i>                                 |            |
|    | 2019 U.S. Dist. LEXIS 149865 (N.D. Cal. 2019)                              | 15         |
|    | <i>Serrano v. Priest,</i>                                                  |            |
|    | 20 Cal. 3d 25 (1977)                                                       | 11         |
|    | <i>Stanger v. China Elec. Motor, Inc.,</i>                                 |            |
|    | 812 F.3d 734 (9th Cir. 2016)                                               | 13         |
|    | <i>Stetson v. Grissom,</i>                                                 |            |
|    | 821 F.3d 1157 (9th Cir. 2016)                                              | 13         |
|    | //                                                                         |            |

|    |                                                    |          |
|----|----------------------------------------------------|----------|
| 1  | <i>Stoetzner v. U.S. Steel Corp.</i> ,             |          |
|    | 897 F.2d 115 (3d. Cir. 1990) .....                 | 6        |
| 2  | <i>Stovall-Gusman v. W.W. Granger, Inc.</i> ,      |          |
| 3  | 2015 U.S. Dist. LEXIS 78671 (N.D. Cal. 2015) ..... | 11       |
| 4  | <i>Swedish Hospital v. Shalala</i> ,               |          |
|    | 1 F.3d 1261 (D.C. Cir. 1993) .....                 | 12       |
| 5  | <i>Taylor v. Fedex Freight, Inc.</i> ,             |          |
| 6  | 2016 U.S. Dist. LEXIS 142202 (E.D. Cal. 2016)..... | 13       |
| 7  | <i>Viceral v. Mistras Grp., Inc.</i> ,             |          |
|    | 2016 WL 5907869 (N.D. Cal. 2016) .....             | 11       |
| 8  | <i>Vincent v. Hughes Air West, Inc.</i> ,          |          |
| 9  | 557 F.2d 759 (9th Cir. 1997) .....                 | 11       |
| 10 | <i>Vizcaino v. Microsoft Corp.</i> ,               |          |
|    | 290 F.3d 1043 (9th Cir. 2002) .....                | 13       |
| 11 | <i>Wershba v. Apple Computer</i> ,                 |          |
| 12 | 91 Cal. App. 4 <sup>th</sup> 224 (2001).....       | 3,11, 13 |
| 13 |                                                    |          |
| 14 |                                                    |          |
| 15 |                                                    |          |
| 16 |                                                    |          |
| 17 |                                                    |          |
| 18 |                                                    |          |
| 19 |                                                    |          |
| 20 |                                                    |          |
| 21 |                                                    |          |
| 22 |                                                    |          |
| 23 |                                                    |          |
| 24 |                                                    |          |
| 25 |                                                    |          |
| 26 |                                                    |          |
| 27 |                                                    |          |
| 28 |                                                    |          |

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 (“Blumenthal Decl.”).<sup>1</sup> In accordance  
5     with the Preliminary Approval Order dated February 20, 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 Joel Velez (“Plaintiff”) respectfully moves for final approval,  
9     including attorneys’ fees, costs and the service award, and the proposed entry of the Final Approval  
10    Order and Judgment, submitted herewith. The settlement represents an excellent result for the Class  
11    and avoids the delays, risks, and costs of further litigation. After disseminating the Class Notice to the  
12    66 members of the Class, **there have been no objections and no requests for exclusion** from the  
13    Class, which means that the entire Class (100%) has elected to participate in the Settlement.  
14    Nordrehaug Decl. ¶4. This is a positive response from the Class evidencing their collective approval  
15    of the settlement. As a result, Plaintiff respectfully submits that the settlement should be finally  
16    approved for the same reasons that the Court preliminarily approved the settlement as fair, reasonable,  
17    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    Herber Aircraft Service, Inc. (“Defendant”) is Four Hundred Sixty-Four Thousand Fifty Dollars  
21    (\$464,050). (Agreement at ¶ 1.22.) Under the Settlement, the Gross Settlement Amount consists of the  
22    following elements: (1) payment of the Individual Class Payments to the Participating Class Members;  
23    (2) Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment; (3) Administration  
24    Expenses Payment; (4) the Class Representative Service Payment to the Plaintiff; and (5) the PAGA

---

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

27            <sup>2</sup> The “Class” is defined as “all individuals who are or previously were employed by Defendant who  
28    were classified as non-exempt in the State of California at any time during the Class Period.” The Class  
  Period is May 20, 2020 through June 27, 2025. (Preliminary Approval Order, at pg. 2).

1 Penalties payment allocated 75% to the LWDA PAGA Payment and 25% to the Individual PAGA  
2 Payments. (Agreement at ¶ 1.22.) The Gross Settlement Amount does not include Defendant's share  
3 of payroll taxes. (Agreement at ¶ 3.1.) The Gross Settlement Amount shall be all-in with no reversion  
4 to Defendant. (Agreement at ¶ 3.1.) Nordrehaug Decl. ¶3(b). The following is a table of the key  
5 financial terms of the Settlement and the proposed deductions:

6 **\$464,050** (Gross Settlement Amount)

- 7 - \$12,500 (Plaintiff's proposed service awards - not to exceed amount)
- 8 - \$30,000 (Class Counsel Litigation Expenses Payment - not to exceed amount)
- 9 - \$154,683 (Class Counsel Fees Payment - not to exceed 1/3 of settlement)
- \$10,000 (PAGA Payment - 75% to LWDA / 25% to Aggrieved Employees)
- \$6,500 (Administration Expenses Payment)

9 **\$250,367** (Net Settlement Amount)

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

12 The Settlement is fair, adequate and reasonable to the class and should be finally approved for  
13 the same reasons the Court granted preliminary approval of the Settlement, agreeing that the settlement  
14 is "fair, adequate and reasonable" (Preliminary Approval Order at ¶3.) In sum, the Settlement valued  
15 at \$464,050 is an excellent result for the Class. This result is particularly favorable in light of the fact  
16 that liability and class certification in this case were far from certain in light of the defenses asserted  
17 by Defendant. Given the complexities of this case, the defenses asserted, the uncertainty of class  
18 certification, along with the uncertainties of proof at trial and appeal, the proposed settlement is fair,  
19 reasonable and adequate, and should be finally approved. Nordrehaug Decl. ¶3(j).

### 20 **III. GENERAL STANDARDS APPLICABLE TO JUDICIAL REVIEW AND APPROVAL** 21 **OF CLASS ACTION SETTLEMENTS**

22 Settlements of disputed claims are favored by the courts. *Huens v. Tatum*, 52 Cal.App.4th 259,  
23 265 (1997). In evaluating settlements, the courts have long recognized that compromise is particularly  
24 appropriate since such litigation is difficult and notoriously uncertain. *7-Eleven Owners for Fair Fran.*  
25 *v. Southland Corp.*, 85 Cal.App.4th 1135, 1151 (2000) ("[V]oluntary conciliation and settlement are  
26 the preferred means of dispute resolution. This is especially true in complex class action litigation.")

27 The court must decide whether the proposed settlement falls within the range of reasonable  
28 settlements, taking into account that settlements are compromises between the parties reflecting

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

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

#### 14 **IV. THE SETTLEMENT IS FAIR, REASONABLE, AND ADEQUATE**

15 The Court must determine whether the settlement is fair, adequate, and reasonable. *Dunk v.*  
16 *Ford Motor Co.*, 48 Cal.App.4th 1794, 1801 (1996); *see also Officers for Justice v. Civil Service*  
17 *Com'n*, 688 F.2d 615, 625 (9th Cir. 1982). The trial court has broad discretion to determine whether the  
18 settlement is fair. *Cellphone Termination Fee Cases*, 180 Cal.App.4th 1110, 1117 (2009). “The  
19 well-recognized factors that the trial court should consider in evaluating the reasonableness of a class  
20 action settlement agreement include 'the strength of plaintiffs' case, the risk, expense, complexity and  
21 likely duration of further litigation, the risk of maintaining class action status through trial, the amount  
22 offered in settlement, the extent of discovery completed and the stage of the proceedings, the  
23 experience and views of counsel, the presence of a governmental participant, and the reaction of the  
24 class members to the proposed settlement.” *Kullar v. Foot Locker Retail, Inc.*, 168 Cal.App.4th 116,  
25 128 (2008) (internal citations omitted); *see also Munoz v. BCI Coca-Cola Bottling Co. of L. A.*, 186  
26 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 over two years 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 through an  
16 all-day mediation presided over by Tagore Subramaniam, Esq. The details of the litigation are set forth  
17 in the Nordrehaug 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. Plaintiff 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. The release applicable to the Class is  
24 appropriately tethered to allegations in the Action. (Agreement at ¶¶ 1.38, 6.2.) Nordrehaug Decl.  
25 ¶7(a).

26 The Parties attended an arms-length mediation session with Tagore Subramaniam, Esq., a  
27 respected and experienced mediator of wage and hour class actions, in order to reach this Settlement.  
28 In preparation for the mediation, Defendant provided Class Counsel with payroll, timekeeping and

1 employment data and other information concerning the Class Members, various internal documents,  
2 and other compensation and employment-related materials. Class Counsel analyzed the data with the  
3 assistance of damages expert Berger Consulting and prepared and submitted a mediation brief to the  
4 mediator. Following the all-day mediation, the Parties agreed to the Settlement, which was  
5 memorialized in the form of a Memorandum of Understanding. Nordrehaug 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 at \*15 (N.D. Cal. 2007) (where settlement was “negotiated  
9 and approved by experienced counsel on both sides of the litigation, with the assistance of a  
10 well-respected mediator” this factor supports approval of the settlement).

11 From June of 2025 to November of 2025, the settlement agreement and exhibits thereto were  
12 finalized and executed. On February 20, 2026, the Court granted the Motion for Preliminary Approval,  
13 and entered the Order granting preliminary approval of the settlement as fair and reasonable to the  
14 Class. Nordrehaug Decl. ¶7(c).

### 15 3. Class Counsel Is Experienced in Similar Litigation

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

### 25 4. There Are No Objections and No Requests for Exclusion

26 The reaction of the Class unequivocally supports approval of the Settlement. On June 4, 2026,  
27 the Administrator mailed the Court-approved Class Notice to the Class Members, which provided each  
28 class member with the terms of the Settlement, including notice of the claims at issue and the financial

1 terms of the settlement, including the attorneys' fees, costs, and service award that were being sought,  
2 how individual settlement awards would be calculated, and the specific, estimated payment amount to  
3 that individual. See Declaration of Elizabeth Botero Bravo ("Botero Bravo Decl.") at ¶ 7 and Exh. A.  
4 In disseminating the notice, the Administrator followed the notice procedures authorized by the Court  
5 in its Preliminary Approval Order. The Administrator received no written objections and received no  
6 requests for exclusion. Botero Bravo Decl. at ¶¶ 11-12. As such, 100% of the Class will participate  
7 in the Settlement and will be sent a settlement check. Botero Bravo Decl. at ¶¶ 14-16; Nordrehaug  
8 Decl. ¶4.

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."); *Stoetznier 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, were not provided meal and rest periods, were  
20 not timely paid earned wages, were not provided reimbursement for required expenses, were not  
21 provided accurate itemized wage statements, were not paid all accrued and used sick pay at the correct  
22 rate of pay, and were not paid all wages at the time of termination. The Action seeks unpaid wages,  
23 penalties, attorney fees, litigation costs, and any other equitable or legal relief allegedly due and owing  
24 to Plaintiff and the other Class Members by virtue of the foregoing claims. Nordrehaug Decl. ¶5.

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

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

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

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

23 2009 U.S. Dist. LEXIS 33900 at \*19-20 (N.D. Cal. 2009); see also *Browning v. Yahoo!, Inc.*, 2007  
24 U.S. Dist. LEXIS 86266, at \*30 (N.D. Cal. 2007) ("In considering the strength of Plaintiff's case, legal  
25 uncertainties at the time of settlement - particularly those which go to fundamental legal issues - favor  
26 approval."). As recognized in a federal decision approving settlement of an overtime wage class action:

27 The potential complexity and possible duration of trial also weigh in favor of granting  
28 final approval. Plaintiffs acknowledge the difficulties of proving damages, recognize the  
uncertainty of outcome, and believe defendant would appeal in the event of adverse

1 judgment. A post-judgment appeal would require many years to resolve and delay  
2 payment to class members. Plaintiffs believe the benefits of a guaranteed recovery today  
3 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.

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

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

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

15 In sum, the Settlement is a fair and reasonable result, and provides the Class with a significant  
16 recovery, particularly when viewed in light of the fact that the Defendant asserted serious and  
17 substantial defenses both to liability and to class certification. Currently, the maximum and average  
18 class member allocation are \$16,776.11 and \$3,793.43, respectively. *See Botero Bravo Decl.* ¶ 16.  
19 Given the complexities of this case, the defenses, along with the uncertainties of proof and appeal, the  
20 proposed Settlement is fair, reasonable and adequate, and should be finally approved. Nordrehaug  
21 Decl. at ¶8(e).

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

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

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

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

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

20 *Id.* at \*12.

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

22 The Settlement in this case is fair, reasonable and adequate considering Defendant's defenses  
23 to Plaintiff's claims. As set forth in the Declaration of Nordrehaug in support of preliminary approval  
24 which discussed the value of the class claims in detail, the Gross Settlement Amount compares  
25 favorably to the value of the claims. Based upon 66 Class Members who worked an estimated 3,731  
26 work weeks, the Gross Settlement Amount provides an average value of \$7,031 per Class Member and  
27 \$124 per workweek and after deductions the Net Settlement Amount provides an average recovery of  
28 \$3,793.43 per Class Member and a recovery of \$67.10 per workweek. Nordrehaug Decl. at ¶8(d).

The calculations to compensate for the amount due for the Class at the time of the mediation  
were calculated by Berger Consulting, Plaintiff's damage expert. As to the Class whose claims are at

1 issue in this Action, Plaintiff retained this expert to analyze the data and determine the potential unpaid  
2 wages for the employees. The maximum potential damages were calculated to be \$416,040 for the  
3 alleged unpaid wages due to off-the-clock work at 1 hour per week, \$51,206 for the alleged underpaid  
4 overtime wage based on the alleged miscalculation of the regular rate, \$18,003 for the alleged unpaid  
5 meal break premiums and sick pay based on the miscalculation of the regular rate, \$157,039 for alleged  
6 meal period damages based upon a 12.5% potential violation rate for shifts observed in the time records  
7 and after deduction of meal premiums paid by Defendant, and \$1,428,988 for alleged rest period  
8 damages based upon a 100% potential violation rate, \$12,115 for alleged unreimbursed business  
9 expenses for personal cell phone usage at \$5 per month. As a result, the total damage valuation was  
10 calculated that Defendant was subject to a maximum damage claim in the amount of \$2,083,391. As  
11 to potential penalties, Plaintiff calculated that potential waiting time penalties were a maximum of  
12 \$483,130, and potential maximum wage statement penalties were \$126,126.<sup>3</sup> Defendant vigorously  
13 disputed Plaintiff's calculations and exposure theories. Nordrehaug Decl. at ¶ 8(d).

14 Consequently, the Gross Settlement Amount of \$464,050 represents more than 22% of the  
15 maximum value of the alleged damages at issue in this case at the time this Settlement was negotiated.<sup>4</sup>  
16 This valuation likely overstates the exposure for two reasons: (1) the actual workweeks were less (82%)  
17 of the workweeks figure used for the valuation, and (2) the rest period valuation assumes a 100%  
18 violation rate, when in reality Class Members likely received some of their rest breaks. Importantly,  
19 the recent decision that good faith belief of compliance by the employer in *Naranjo v. Spectrum Sec.*  
20 *Servs., Inc.*, 15 Cal. 5th 1056, 1065 (2024), could completely negate the claims for waiting time and  
21

---

22 <sup>3</sup> While Plaintiff alleged claims for statutory penalties pursuant to Labor Code Sections 203 and  
23 226, at mediation Plaintiff 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  
(2010) ("There is no willful failure to pay wages if the employer and employee have a good faith  
dispute as to whether and when the wages were due.").

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

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

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

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

10 Class Counsel seeks a fee award calculated at one-third (1/3) of the total value of the settlement  
11 for the successful prosecution and resolution of this action. California state and federal courts have  
12 recognized that an appropriate method for determining award of attorneys' fees is based on a  
13 percentage of the total value of benefits to class members by the settlement. *Wershba v. Apple*  
14 *Computer, Inc.*, 91 Cal.App.4th 224, 254 (2001); *Serrano v. Priest*, 20 Cal.3d 25, 34 (1977); *Boeing 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 <sup>5</sup> See *Glass v. UBS Fin. Servs.*, 2007 U.S. Dist. LEXIS 8476 (N.D. Cal. 2007) (approving a  
23 settlement where the settlement amount constituted approximately 25% of the estimated overtime  
24 damages for the class); *Stovall-Gusman v. W.W. Granger, Inc.*, 2015 U.S. Dist. LEXIS 78671, at \*12  
25 (N.D. Cal. 2015) (granting final approval where "the proposed Total Settlement Amount represents  
26 approximately 10% of what class might have been awarded had they succeeded at trial."); *Dunleavy*  
27 *v. Nadler (In re Mego Fin. Corp. Sec. Litig.)*, 213 F.3d 454, 459 (9th Cir. 2000) (affirming approval  
28 of a class settlement which represented "roughly one-sixth of the potential recovery".) See also *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 *Robert Half Int'l*, 1 Cal. 5th 480, 503 (2016) (“We join the overwhelming majority of federal and state  
2 courts in holding that when class action litigation establishes a monetary fund for the benefit of the  
3 class members, and the trial court in its equitable powers awards class counsel a fee out of that fund,  
4 the court may determine the amount of a reasonable fee by choosing an appropriate percentage of the  
5 fund created”). Under the percentage of the fund method, a court’s objective remains to “mimic the  
6 market” in fixing a reasonable fee. See *Gaskill v. Gordon*, 160 F.3d 361, 363 (7th Cir. 1998).

7 First, the fee award representing one-third of the fund clearly falls within that range and is  
8 consistent with other rulings of other courts and comprehensive surveys of class action settlements and  
9 fee awards. Attorneys’ fees awards of one-third of the fund are within the expected range in the market  
10 in legal services. In *Laffitte v. Robert Half Int'l*, 1 Cal.5th 480, 503 (2016), the California Supreme  
11 Court both endorsed the award of a fee as a percentage of that fund, and expressly approved one-third  
12 (1/3) as a reasonable percentage in a contingent common fund class settlement. Such similar awards  
13 by other Courts are set forth in the Nordrehaug Decl. ¶11.

14 Second, the results delivered by Class Counsel also support the requested percentage of the  
15 fund. Here, Plaintiff and their counsel secured a \$464,050 settlement for the benefit of the Class and  
16 none of the Class Members elected to opt out. Similarly, not one Class Member objected. The  
17 Settlement was possible only because Class Counsel was able to convince Defendant that Plaintiff  
18 could potentially prevail on the contested issues regarding liability, maintain class certification,  
19 overcome difficulties in proof as to monetary relief and take the case to trial if need be. Nordrehaug  
20 Decl. ¶10(f). In successfully navigating these hurdles Class Counsel displayed the necessary skills in  
21 both wage and hour and class action litigation. Moreover, as discussed above, there were significant  
22 risks to the contingent litigation. See *Barbosa v. Cargill Meat Solutions Corp.*, 297 F.R.D. 431, 449  
23 (E.D. Cal. 2013) (“**Like this case, where recovery is uncertain, an award of one-third of the  
24 common fund as attorneys' fees has been found to be appropriate.**”)

25 Third, “the response of the class members to attorneys’ fee notice, though not decisive, is  
26 relevant to the...reasonable determination” regarding fees. *Swedish Hospital v. Shalala*, 1 F.3d 1261,  
27 1272 (D.C. Cir. 1993). A positive response rate tends to suggest that the court’s “approximation of the  
28 market” for fees is well supported. *Id.* at 1269. Here, the Class Notice specifically notified the Class

1 that Class Counsel would be seeking a one-third fee award. Again, there were no objections.

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

12 Fifth, the requested fee award is supported by the lodestar cross-check. The reasonableness of  
13 the requested attorneys' fee of one-third equal to \$154,683 is also established by reference to Class  
14 Counsel's lodestar in this matter. **The contemporaneous billing records for Class Counsel evidence  
15 that through August 20, 2026, Class Counsel's total lodestar is \$105,112.50, with significant  
16 additional fees still to be incurred to complete final approval and the settlement process.** (*See*  
17 *Nordrehaug Decl.* at ¶12 and Exhibit #3.) The requested fee award is therefore currently equivalent  
18 to Class Counsel's total lodestar with a reasonable multiplier cross-check of less than 1.5, and there will  
19 be additional lodestar incurred by Class Counsel to complete the settlement process and manage the  
20 settlement distribution and reports. (*Nordrehaug Decl.* at ¶12.) Such a lodestar cross-check is well  
21 below the multipliers approved in other cases such as *Laffitte* and *Vizcaino v. Microsoft Corp.*, 290 F.3d  
22 1043, 1051 (9th Cir. 2002).<sup>6</sup> Because the multiplier cross-check is within this accepted range it is not  
23 "extraordinarily high" so as to justify an adjustment of the percentage under *Laffitte, supra*, 1 Cal. 5th

---

24  
25 <sup>6</sup> *See Laffitte, supra*, 1 Cal. 5th at 487 (approving 1/3 fee award with multiplier of 2.13); *Vizcaino*  
26 *supra*, at 1051 (3.65 multiplier approved); *Pellegrino v. Robert Half Intern., Inc.*, 182 Cal.App.4th 278  
27 (2010) (in class actions reasonable multipliers of 2.0 to 4.0 are often applied); *Wershba*, 91 Cal. App.  
28 4th at 255 ("multipliers can range from 2 to 4 or even higher."); *In re Sutter Health Uninsured Pricing*  
*Cases*, 171 Cal.App.4th 495, 512 (2009) (affirming multiplier of 2.52 as "fair and reasonable"); *Chavez*  
*v. Netflix, Inc.*, 162 Cal.App.4th 43, 66 (2008) (affirming multiplier of 2.53); *Taylor v. Fedex Freight,*  
*Inc.*, 2016 U.S. Dist. LEXIS 142202 (E.D. Cal. 2016) (2.26 multiplier).

1 at 505. For such reasons, Class Counsel's request for attorneys' fees in the amount of one-third of the  
2 common fund 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 \$30,000." Class Counsel requests reimbursement for  
6 incurred litigation expenses and costs in the amount of \$26,375.42. Class Counsel have incurred  
7 expenses of \$26,375.42 based upon counsel's billing records; therefore, this requested amount is less  
8 than the allocation in the Agreement. These litigation expenses include the expenses incurred for filing  
9 fees, mediation expenses, expert expenses (Berger Consulting), CaseAnywhere charges, and attorney  
10 service charges (OneLegal and Knox), all of which are costs normally billed to and paid by the client.  
11 The details of the litigation expenses incurred are set forth the Nordrehaug Decl. at ¶13 and Exhibit #3.  
12 These costs were reasonably incurred in the prosecution of the Action. (Nordrehaug Decl. at ¶13.)  
13 Because these costs were reasonable and necessary to the successful prosecution of these claims, the  
14 request is reasonable and should be granted.

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

16 Plaintiff respectfully submits that for his service as the only class representative, Plaintiff should  
17 be awarded the agreed service award of \$12,500 in accordance with the Agreement for his time, risk  
18 and effort expended on behalf of the Class as the class representative. (Agreement at ¶ 3.2(a).)  
19 Defendant has agreed to this payment and there have been no objections to the requested service award.  
20 The Nordrehaug Decl., at ¶14, provides a long list of equivalent service awards approved in California  
21 in similar cases, which further supports the request in this case. The Plaintiff's Declaration in support  
22 of the request is attached as Exhibit #5 to the Nordrehaug Decl. Notably, the amount requested  
23 compares favorably to the recovery by the Class Members, as many Class Members are receiving in  
24 excess of this service award amount as their recovery, all because of the work of the Plaintiff.

25 As the sole representative of the Class, Plaintiff performed his duties to the Class admirably and  
26 without exception. Plaintiff worked extensively with Class Counsel during the course of the litigation,  
27 responding to numerous requests, searching for documents, working with counsel, and reviewing the  
28 settlement documentation. (Nordrehaug Decl. at ¶ 14.) The Plaintiff's Declaration detail the

1 involvement, stress and risks he undertook as a result of this Action. Plaintiff also assumed the serious  
2 risk that he might possibly be liable for costs and fees to Defendant, as well as the reputational risk of  
3 being “blacklisted” by other future employers for having filed a class action on behalf of employees.  
4 (Nordrehaug Decl. at ¶15.) Without the Plaintiff’s participation, cooperation and information, no other  
5 employees would be receiving any benefit. (Nordrehaug Decl. at ¶¶ 15-16).

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

## 16 17 **VI. CONCLUSION**

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

21 Respectfully submitted,

22 Dated: August 20, 2026

**BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW  
LLP**

23 By: /s/ Kyle Nordrehaug  
24 Kyle R. Nordrehaug,  
Attorneys for Plaintiff