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**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA**

ROSA AREVALO, MICHELLE  
CORNEJO, and THERESA PHUONG T  
MAI, individually and as representatives  
of a Putative Class of Participants and  
Beneficiaries, on behalf of all similarly  
situated participants and beneficiaries on  
behalf of the CEDARS-SINAI HEALTH  
SYSTEM 403(B) RETIREMENT PLAN,

Plaintiffs,

v.

CEDARS-SINAI MEDICAL CENTER;  
THE CEDARS-SINAI BOARD OF  
DIRECTORS' PENSION INVESTMENT  
COMMITTEE, THE CEDARS-SINAI  
DEFINED CONTRIBUTION  
RETIREMENT PLANS' COMMITTEE,  
ANDY ORTIZ, DEBRA LEE, ERIC  
HOLOMAN, JOSHUA LOBEL, LESLIE  
VERMUT, RICHARD SINAIKO,  
STEVEN ROMICK, MARK  
RAPAPORT, JAMES NATHAN, DAVID  
WRIGLEY, JEFF SMITH, DAVID  
MARSHALL, PASY WANG, BRYAN  
CROFT and DOES 1 through 10,

Defendants.

Case No.: 5:23-cv-01124-JLS-SP

**MEMORANDUM OF POINTS AND  
AUTHORITIES IN SUPPORT OF  
PLAINTIFFS' UNOPPOSED  
MOTION FOR FINAL APPROVAL  
OF CLASS ACTION SETTLEMENT**

[Filed and served concurrently with  
Notice, Declarations of Attorneys  
Christina A. Humphrey and Marcus J.  
Bradley, Declaration of Administrator  
Makenna Snow of ILYM Group, Inc.,  
and [Proposed] Order]

Hearing Date: December 5, 2025

Time: 10:30 a.m.

Judge: Hon. Josephine L. Staton

Courtroom: 8A

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**MEMORANDUM OF POINTS AND AUTHORITIES**

Plaintiffs Rosa Arevalo, Michelle Cornejo, and Theresa Phuong T Mai, individually and as representatives of a Putative Class of Participants and Beneficiaries, on behalf of all similarly situated participants and beneficiaries on behalf of the Cedars-Sinai Health System 403(B) Retirement Plan, (“Plaintiffs”), respectfully submit this Memorandum in support of their Motion for Final Approval of the Settlement Agreement.

The Settlement Agreement, dated April 1, 2025, resolves Plaintiffs’ claims against Cedars-Sinai Medical Center; The Cedars-Sinai Board Of Directors’ Pension Investment Committee, The Cedars-Sinai Defined Contribution Retirement Plans’ Committee, Andy Ortiz, Debra Lee, Eric Holoman, Joshua Lobel, Leslie Vermut, Richard Sinaiko, Steven Romick, Mark Rapaport, James Nathan, David Wrigley, Jeff Smith, David Marshall, Pasy Wang, and Bryan Croft (“Defendants” or “Cedars-Sinai” and together with Plaintiffs, “the Parties”). The Settlement reflects the resolution reached following an in-person mediation with Todd Jackson of Feinberg Jackson Worthman & Wasow LLP, on December 18, 2024. Plaintiffs now seek final approval of the Class Action Settlement under Federal Rule of Civil Procedure 23(e).

**I. INTRODUCTION**

On August 28, 2025, the Court issued its Preliminary Approval Order (ECF No. 126), which (1) preliminarily approved the Settlement; (2) appointed a Settlement Administrator; (3) designated Christina Humphrey Law, P.C. and Bradley Grombacher, LLP as Class Counsel; (4) appointed Rosa Arevalo, Michelle Cornejo, and Theresa Phuong T Mai, the Named Plaintiffs, as the Class Representatives; (5) approved the class notice plan and schedule; and (6) set the date for a Fairness Hearing.

Pursuant to the notice plan approved by the Court, class notices were mailed on September 26, 2025, to 24,977 class members, and, as of October 21, 2025, no

1 objections to the Settlement have been submitted. (See Declaration of Administrator  
2 Makenna Snow “Snow Dec.” ¶¶ 8 and 12). The deadline to object to the Settlement  
3 is November 11, 2025 (Snow ¶ 12), and the deadline for the Independent Fiduciary  
4 to complete its Review and provide a report to Counsel is November 25, 2025 (ECF  
5 126).

6 The Court previously found the Settlement to be the product of arm’s-length  
7 negotiations and determined it to be fair, reasonable, and adequate. Given the  
8 substantial relief the Settlement provides—without requiring Class Members to  
9 submit claims—and to avoid the continued burden, expense, and risk of litigation,  
10 Plaintiffs respectfully request that the Court grant final approval.

## 11 **II. FACTUAL BACKGROUND**

12 The basic facts and procedural history of this action are well-known to this  
13 Court and set forth in greater detail in the Court’s Preliminary Approval Order, ECF  
14 No. 126. The Settlement was reached after two (2) years of hard-fought litigation,  
15 three complaints, extensive motion practice, comprehensive discovery, two (2)  
16 depositions, and after arms-length negotiations, and multiple rounds of negotiations  
17 between experienced and informed counsel. A full-day, in person mediation took  
18 place before a well-respected neutral mediator, D Todd Jackson of Feinberg Jackson  
19 Worthman & Wasow LLP, (the “Mediator”). *Id.* As a result, Plaintiffs and Class  
20 Counsel believe this Settlement to be fair, adequate, and reasonable and submit that  
21 it is in the best interest of the Class.

### 22 **A. The Settlement**

#### 23 **1. Settlement Fund and Released Claims**

24 Following considerable investigation and careful consideration of Plaintiffs’  
25 claims, motion practice, fulsome discovery, and arms-length negotiations up to the  
26 precipice of the close of fact discovery, the Parties reached agreement on the  
27 Settlement. In exchange for the Settlement Class release of the claims described in  
28 Section 1.37 of the Agreement, Defendants have agreed to pay a Settlement Amount

1 of \$2,970,000. The Settlement Fund will be used to pay all Settlement-related costs  
2 associated with the Settlement, including: (1) compensation to authorized current  
3 and former Plan participants and beneficiaries; (2) all claims for attorneys' fees and  
4 expenses approved by the Court (\$990,000 in attorney fees and \$140,000 in costs);  
5 (3) all costs arising from evaluation of the settlement by the Independent Fiduciary  
6 as described in Section 5.1.3 of the Agreement (\$25,000); (4) all costs necessary to  
7 administer the Settlement, including payment for the services of ILYM Group  
8 (\$97,550); (5) recordkeeper costs of \$1,500 and (6) payment of Case Contribution  
9 Awards to Plaintiffs not to exceed \$7,500.00 each, subject to Court approval.  
10 [Settlement Agreement at Section 1.7.]

11 2. Distribution of Settlement Funds to Class Members

12 The amount paid to each Class Member has been determined by the Plan  
13 of Allocation that is based on the average size of each Class Member's account  
14 during the Class Period. [Second Supplemental Declaration of Christina A.  
15 Humphrey at Exhibit 2 (ECF No. 123)]. Participants, and Beneficiaries with Active  
16 Accounts do not need to do anything affirmative to receive payment under the  
17 Settlement, as their Plan accounts will automatically be credited the amount due to  
18 them under the Settlement. [*Id.* at II.D]. As for Authorized Former Participants and  
19 Beneficiaries who no longer have Active Accounts, those individuals will be sent a  
20 check. [*Id.* at II.E] There are 24,977 total participating class members. [Snow Dec.  
21 at ¶ 8.] After the payments have been issued to the Class members, any amount  
22 remaining in the Settlement Fund from uncashed checks after 180 days will be  
23 distributed to a cy pres, the Pension Rights Center. [Settlement Agreement 5.6-5.7]

24 3. Attorneys' Fees, Costs, And Case Contribution Awards

25 Class Counsel seeks fees in the amount not to exceed 33.3% of the gross  
26 settlement (maximum \$990,000), which shall be recovered from the Gross  
27 Settlement Amount. Class Counsel also will seek reimbursement for all litigation  
28 costs and expenses advanced and carried by Class Counsel for the duration of this

1 Class Action in the amount of \$140,000 and Case Contribution Awards for Plaintiffs  
2 in the amount of \$7,500 each.

3 Plaintiffs' collective lodestar is \$766,649.20 with a collective 951.78 hours  
4 spent on litigation. A breakdown of time spent on litigation, risks undertaken, and  
5 costs are available at concurrently filed Declaration of Christina A. Humphrey  
6 ("Humphrey Dec. Final Approval"), ¶¶ 6-11 and Declaration of Marcus J. Bradley  
7 ("Bradley Dec. Final Approval"), ¶¶ 3-4, 23-24. Declarations from each of the  
8 Plaintiffs were previously submitted in support of their application for a Case  
9 Contribution Award of \$7,500 each. [See Declarations of Arevalo, Cornejo, and  
10 Mai submitted herewith at Preliminary Approval – ECF Nos. 122-1 to 122-3]

11 **B. Dissemination of the Class Notice**

12 In compliance with the Preliminary Approval Order, ILYM Group  
13 disseminated the Settlement Notice via first-class mail to 24,977 Class Members on  
14 September 26, 2025. [Snow Dec. at ¶ 8]. Of the 24,977 Notices mailed, 274 were  
15 returned as undeliverable. [*Id.* at ¶¶ 9-11]. ILYM Group was able to obtain updated  
16 addresses through "skip-tracing" for 224 addresses and those notices were re-  
17 mailed. [*Id.* at ¶ 10.] ILYM Group deemed a total of 50 Notice Packets were  
18 undeliverable, meaning only a *de minimis* amount of the Class Members did not  
19 receive mailed Notices. [*Id.* at ¶ 11].

20 The same day as the mailing, ILYM Group also established a website,  
21 [www.ilymgroup.com/cedarssinai](http://www.ilymgroup.com/cedarssinai), for the Settlement pursuant to the terms of the  
22 Settlement, which provides information about the case, relevant deadlines, date, time  
23 and location of the Final Approval Hearing, provides links to the Third Amended  
24 Complaint, Settlement Agreement, Plan of Allocation, and will include the  
25 underlying motion once filed. [*Id.* at ¶ 7.] Furthermore, in accordance with the  
26 Settlement Agreement and the Preliminary Approval Order, ILYM Group  
27 established a toll-free telephone number, to which Class Members can direct  
28 questions about the Settlement. [*Id.*]

1 ILYM Group has provided a full accounting of expenditures made in  
2 connection with the Settlement, and it provided any and all information that was  
3 requested by the Parties or their counsel. ILYM's final bill is \$97,550. [Snow Dec.  
4 at ¶ 16].

5 Finally, ILYM Group has not received any objections to the fairness,  
6 reasonableness, or adequacy of the Settlement, any terms therein, or to the proposed  
7 Administrative Expenses, Attorneys' Fees and Costs, or Plaintiffs' Case  
8 Contribution Awards. [*Id.* at ¶ 12]. The deadline to file an objection is November 11,  
9 2025. The Parties will lodge a supplemental declaration from ILYM Group on  
10 November 25, 2025 to update the Court on whether any objections were filed and  
11 the status of returned mailings.

12 **C. The Settlement Will be Reviewed by An Independent Fiduciary**

13 To further ensure that the Settlement Agreement is fair, reasonable, and  
14 adequate, the Parties retained an Independent Fiduciary, Fiduciary Counselors, LLC,  
15 to approve and authorize the Settlement on behalf of the Plan and Class Members.  
16 [*See* Settlement Agreement at Section 2.1.] Defendants, Defendants' Counsel,  
17 Plaintiffs, and Class Counsel provided the Independent Fiduciary with sufficient  
18 information so that the Independent Fiduciary could review and evaluate the  
19 Settlement. *Id.*; [Humphrey Dec. Final Approval at ¶ 3]. Furthermore, the  
20 Independent Fiduciary is complying with all relevant conditions set forth in  
21 Prohibited Transaction Class Exemption 2003-39, "Release of Claims and  
22 Extensions of Credit in Connection with Litigation," issued December 31, 2003, by  
23 the United States Department of Labor, 68 Fed. Reg. 75,632, as amended ("PTE  
24 2003-39"), in making its determination, for the purpose of Defendants' reliance on  
25 PTE 2003-39. [Settlement Agreement at Section 2.1.1-2.1.2]. The report will be  
26 lodged with the Court in a supplemental declaration by Christina A. Humphrey no  
27 later than November 25, 2025. [Humphrey Dec. Final Approval ¶ 3].

28 //

### III. THE COURT SHOULD GRANT FINAL APPROVAL OF THE SETTLEMENT

#### A. The Settlement Is Fair, Reasonable, and Adequate

“The standard for reviewing class action settlements at the final approval stage is well-settled. Rules 23(e)(2) states that the district court may only approve the settlement if ‘it is fair, reasonable, and adequate.’” *Cotter v. Lyft, Inc.*, 193 F. Supp. 3d 1030, 1035 (N.D. Cal. 2016) (citing Fed. R. Civ. P. 23). In determining whether a proposed settlement meets this standard, the Ninth Circuit suggests consideration of the following non-exhaustive factors:

- (1) the strength of the plaintiff’s case;
- (2) the risk, expense, complexity, and likely duration of further litigation;
- (3) the risk of maintaining class action status throughout the trial;
- (4) the amount offered in settlement;
- (5) the extent of discovery completed and the stage of the proceedings;
- (6) the experience and view of counsel;
- (7) the presence of a governmental participant; and
- (8) the reaction of the class members to the proposed settlement.

*Nat’l Rural Telecomm. Coop. v. DIRECTV, Inc.*, 221 F.R.D. 523, 525 (C.D. Cal. 2004) (citing *Linney v. Cellular Alaska P’ship.*, 151 F.3d 1234, 1242 (9th Cir.1998)).

The factors considered at final approval stage mirror those contemplated at preliminary approval stage. Having already preliminarily approved the fairness of the settlement, and because there have been no intervening circumstances that would alter that conclusion, the Court should find the same here as Notice has been completed in accordance with the Court’s Preliminary Approval Order and all of the below factors support final approval of the Settlement. *See Cotter*, 193 F. Supp. 3d at 1036-37 (recognizing that a Court’s inquiry at final approval is equally careful as the preliminary approval analysis).

1. The Strength of Plaintiffs’ Case and The Risk, Expense, Complexity And Likely Duration of Further Litigation

1 First, as recognized by the Court at preliminary approval, there is uncertainty  
2 inherent in any trial and always some risk of loss on the merits. *LaGarde v.*  
3 *Support.com, Inc.*, 2013 WL 1283325, at \*4 (N.D. Cal. Mar. 26, 2013) (“In light of  
4 the risks and costs of continued litigation, the immediate rewards to class members  
5 are preferable.”). See also, *In re Heritage Bond Litig.*, No. 02-ML-1475 DT, 2005  
6 WL 1594403, \*7 (C.D. Cal. June 10, 2005) (“[W]hile Plaintiffs are confident of the  
7 strength of their case, it is imprudent to presume ultimate success at trial and  
8 thereafter.”). Moreover, even if the Court entered judgment in Plaintiffs’ favor, it  
9 could be overturned on appeal. See *Betancourt v. Advantage Human Resourcing,*  
10 *Inc.*, No. 14-cv-01788-JST, 2016 WL 344532, at \*4 (N.D. Cal. Jan. 28, 2016). As a  
11 result, the first factor favors settlement.

12 The second factor, the risk, expense, complexity, and potential for further  
13 durations points in favor of settlement. “[U]nless the settlement is clearly  
14 inadequate, its acceptance and approval are preferable to lengthy and expensive  
15 litigation with uncertain results.” *Nat’l Rural Telecomm. Coop.*, 221 F.RD. at 527.  
16 This is because “trials of class actions are inherently risky and unpredictable  
17 propositions.” *Cervantez v. Celestica Corp.*, No. 07-729-VAP (OPx), 2010 WL  
18 2712267, \*3 (C.D. Cal. July 6, 2010). In several opinions issued within the past  
19 year, one of which was entered by this Court, courts have entered judgment in  
20 favor of defendants following bench trials, finding that fiduciary committees acted  
21 prudently where they conducted quarterly meetings, monitored investment  
22 performance, maintained a watchlist, and relied on the advice of a financial  
23 advisor. See *Mattson v. Milliman, Inc.*, 2024 WL 3024875, at \*18 (W.D. Wash.  
24 June 17, 2024); *Nunez v. B. Braun Med., Inc.*, 2023 WL 5339620 (E.D. Pa. Aug.  
25 18, 2023); *Falberg v. Goldman Sachs Group, Inc.*, 2024 WL 619297, at \*3 (2d Cir.  
26 Feb. 14, 2024); *In re: Prime Healthcare ERISA Litig.*, 2024 WL 3903232, at \*10,  
27 \*21 (C.D. Cal. Aug. 22, 2024); *McDonald v. Laboratory Corporation of America,*  
28

2025 WL 2325016 (M.D.N.C. August 12, 2025); *James, et.al. v. Autozone, Inc.*, No. 2:19-cv-02779-MSN-tmp, Docket No. 448 (W.D. Tenn. September 30, 2025).

In the action, there existed the potential for further litigation including post-trial motions and a likely appeal. “[I]t is the very uncertainty of outcome in litigation and avoidance of wastefulness and expensive litigation that induce consensual settlements.” *Officers for Justice v. Civ. Serv. Comm’n of City & Cnty. of San Francisco*, 688 F.2d 615, 625 (9th Cir. 1982). Even though the Parties were prepared to go to trial, considering the reality of a likely appeal, “it could be years before Plaintiffs see a dollar.” *In re Omnivision Techs., Inc.*, 559 F. Supp. 2d 1036, 1042 (N.D. Cal. 2008); see also *Wren v. RGIS Inventory Specialists*, C-06-05778 JCS, 2011 WL 1230826, at \*7 (N.D. Cal. Apr. 1, 2011) (finding that the risk, expense, complexity, and duration of further litigation support approving a settlement even though plaintiffs’ claims had survived summary judgment); *Deaver v. Compass Bank*, No. 13-222, 2015 WL 8526982, \*7 (N.D. Cal. Dec. 11, 2015) (“Although [p]laintiffs might have received more if they proceeded through litigation and prevailed on the merits of their case, they might also receive less and there is a value to the class in obtaining the money now”); *Rodriguez v. W. Publ’g Corp.*, 563 F.3d 948, 966 (9th Cir. 2009)(risks in litigating weigh in favor of approving a class settlement).

Having already analyzed these two factors, this Court has concluded that “The terms set forth in the Settlement Agreement are preliminarily approved, subject to further consideration at the Final Fairness Hearing. The Settlement Agreement is sufficiently within the range of reasonableness to warrant preliminary approval, the scheduling of the Final Fairness Hearing, and the issuance of Notice to Class Members, each as provided for in this Order and the Court’s Conditional Preliminary Approval Order. The Court finds that the Plan of Allocation proposed by Plaintiffs and Class Counsel for allocating the Settlement Amount to Class Members is likely to receive final approval and is within the range of reasonableness

1 to warrant preliminary approval.” [ECF No. 126, pp. 3-4]. Nothing regarding the  
2 strength of Plaintiffs’ cases or the potential of further litigation has changed since  
3 the Court’s Preliminary Approval Order, and as such, these two factors still support  
4 the Court granting final approval.

5       2.     The Amount Offered In Settlement

6       The total Settlement Amount is \$2,970,000 and will provide proportional  
7 recompense to Class Members based on the size of their Plan accounts during the  
8 Class Period. [See Second Supplemental Declaration of Christina A. Humphrey at  
9 Exhibit 2 (ECF No. 123)]. In evaluating the amount of a settlement, “the Court may  
10 compare the settlement amount to the parties’ estimates of the maximum amount of  
11 damages recoverable in a successful litigation.” *Betancourt*, 2016 WL 344532, at  
12 \*5. However, “[i]t is well-settled law that a cash settlement amounting to only a  
13 fraction of the potential recovery does not per se render the settlement inadequate or  
14 unfair.’ Plaintiffs here have agreed to accept a smaller certain award rather than seek  
15 the full recovery but risk getting nothing.” *In re Omnivision Techs, Inc.*, 559 F.  
16 Supp. 2d at 1042 (citing *Officers for Justice*, 688 F.2d at 628); see also *Staton v.*  
17 *Boeing Co.*, 327 F.3d 938, 959 (9th Cir. 2003).

18       The Court preliminarily approved the Settlement on August 28, 2025, finding  
19 that the proposed \$2.97 million recovery—approximately 34% of Plaintiffs  
20 estimated maximum potential recovery of \$8,728,362 million—was fair, reasonable,  
21 and adequate under the standards set forth by the Ninth Circuit. In doing so, the  
22 Court acknowledged that while the settlement amount reflects only a portion of  
23 potential damages, such a discount is not dispositive and must be evaluated in light  
24 of the risks, costs, and delays inherent in continued litigation. The Court credited  
25 Plaintiffs’ damages assessment, which identified potential losses stemming from (1)  
26 excessive recordkeeping fees and share class violations, (2) underperformance of the  
27 Plan’s investment lineup, and (3) stable value fund-related losses. Recognizing that  
28 courts routinely approve ERISA class action settlements with similar or lower

1 recovery percentages and emphasizing the value of a certain and immediate  
2 resolution, the Court concluded that the proposed Settlement reflected a reasonable  
3 compromise reached through arm's-length negotiations and warranted preliminary  
4 approval.

5 Here, the highest gross settlement payment is estimated to be \$5,706.35 with  
6 an average gross settlement payment of \$101.57 which is a great result considering  
7 Cedar Sinai's total exposure was \$8,728,362, most of which was attributable to  
8 recordkeeping fees, and the large number of class members. [Snow Dec. ¶ 15 for  
9 highest gross settlement payment and average gross settlement payment]. In light of  
10 the foregoing, the Settlement Amount, considering the uncertainty of trial and the  
11 difficulty of attaining maximum damages even with a successful result, favors final  
12 approval of the Settlement. See *Edwards v. City of Long Beach*, 2011 WL  
13 13180208, at \*3, n. 5 (C.D. Cal. Oct. 31, 2011) (“[t]he reasonableness of a  
14 settlement is not dependent upon it approaching the potential recovery plaintiffs  
15 might receive if successful at trial”); *Nat’l Rural Telecomm. Coop.*, 221 F.R.D. at  
16 527 (“a proposed settlement may be acceptable even though it amounts to only a  
17 fraction of the potential recovery”).

18 3. The Extent of Information Exchanged and the Stage of the Proceedings

19 This factor analyzes whether “the parties have sufficient information to make  
20 an informed decision about settlement.” *Linner v. Cellular Alaska P’Ship*, 151 F.3d  
21 1234, 1239 (9th Cir. 1998); *see also Cabiness v. Educ. Fin. Solutions, LLC*, No. 16-  
22 cv-01109-JST, 2019 WL 1369929, at \*5 (N.D. Cal. Mar. 26, 2019) (finding “the  
23 extent of discovery completed supports approval of a proposed settlement,  
24 especially when litigation has ‘proceeded to a point at which both plaintiffs and  
25 defendants ha[ve] a clear view of the strengths and weaknesses of their cases’”)  
26 (citing *Chun-Hoon v. McKee Foods, Corp.*, 716 F. Supp. 2d 848, 851-52 (N.D. Cal.  
27 2010) (finding this factor supports final approval when “[t]he parties have engaged  
28 in several years of litigation, including depositions, substantial research, an

interlocutory appeal, and several motions”)). Here, the Parties have litigated this matter for two years, including extensive pre-litigation investigation, conducting multiple rounds of discovery, reviewing and producing thousands of documents by Plaintiff and Defendants, briefing three motions, issuing third party subpoenas, and preparing expert reports and noticing depositions because the close of discovery was scheduled for March 14, 2025. [Humphrey Dec. Preliminary Approval, ECF No. 114-2 Approval, ¶ 31.] *Id.*; *see also Acosta v. Frito-Lay, Inc.*, 2018 WL 2088278, at \*9 (N.D. Cal. May 4, 2018) (finding this factor favored approval of a settlement when the parties “participated in several rounds of discovery production and mediation”). This factor heavily favors final approval of the Settlement Agreement.

#### 4. The Views and Experience of Counsel

Class Counsel and Defense Counsel support the settlement agreement. *See In re Omnivision*, 559 F.Supp. 2d at 1043 (holding “[t]he recommendations of plaintiffs’ counsel should be given a presumption of reasonableness”); *Nat’l Rural Telecomm. Coop.*, 221 F.R.D. at 528 (“[g]reat weight is accorded to the recommendation of counsel, who are most closely acquainted with the facts of the underlying litigation”). Counsel for both Plaintiffs and Defendants have experience litigating ERISA claims, and their knowledge regarding the merits of the case is important, considering the extensive document exchange and the number of complex, contested issues in this case. Furthermore, Class Counsel has litigated a number of class action cases and reached approved settlement agreements in many of them. [Corrected CAH Dec. Preliminary Approval, ECF 121, ¶¶ 3-9] *see Cabiness*, 2019 WL 1369929, at \*6 (“Class Counsel have extensive experience litigating class action and consumer protection cases. That they advocate in favor of the settlement weighs in favor of approval.”); *see also Acosta*, 2018 WL 2088278, at \*9 (giving value to opinion of counsel who had been named class counsel in 23 class actions). Moreover, Lead Class Counsel has tried and appealed many class action cases and understands the possibilities of recovery and risks associated with such

1 trials and appeals. [*Id.* at ¶ 5].

2 5. The Reaction of Class Members

3 As described above, ILYM provided Notice to Class Members via U.S. mail  
4 and e-mail on September 26, 2025. [Snow Dec. at ¶ 8, Exhibit A attached thereto].

5 Here, no Class Members objected to the Settlement in accordance with the  
6 Settlement Agreement and ILYM Group did not receive any objections to the  
7 Settlement, the proposed Administrative Expenses, Attorneys’ Fees and Costs, or  
8 Plaintiffs’ Case Contribution Awards. [Snow Dec. at ¶ 12]. The fact that not one of  
9 the 24,977 Class Members objected to the Settlement clearly supports final  
10 approval. See *Meija v. Walgreen Co.*, No. 2:19-cv-00218 WBS AC, 2021 WL  
11 1122390, at \*7 (E.D. Cal. Mar. 24, 2021) (“the reaction of the class members to the  
12 proposed settlement, also weighs in favor of final approval [when] no class members  
13 objected to the settlement”) (internal citations omitted); *Noll*, 309 F.R.D. at 608 (“A  
14 low number of ... objections in comparison to class size is typically a factor that  
15 supports settlement approval.”).

16 6. Plaintiffs’ Case Contribution Awards are Fair and Typical

17 Case Contribution Awards are “awards that are intended to compensate class  
18 Representatives for work undertaken on behalf of a class ‘are fairly typical in class  
19 action cases.’” *In re Online DVD-Rental Antitrust Litig.*, 779 F.3d 934, 943 (9th Cir.  
20 2015) (citation omitted). Such awards are “intended to compensate class  
21 representatives for work done on behalf of the class, to make up for financial or  
22 reputational risk undertaken in bringing the action, and sometimes, to recognize  
23 their willingness to act as a private attorney general.” *Rodriguez v. West Publishing*  
24 *Corp.*, 563 F.3d 948, 958–59 (9th Cir. 2009).

25 Named Plaintiffs have actively participated in the litigation and assisted Class  
26 Counsel in attending a settlement conference with the Court, and providing  
27 declarations in support of preliminary approval and conditional class certification,  
28 making themselves available for mediation, and assisting in the settlement process.

1 [See Declarations of Arevalo, Cornejo, and Mai submitted herewith at Preliminary  
2 Approval – ECF Nos. 122-1 to 122-3]. Consistent with awards regularly granted  
3 under similar circumstances, Named Plaintiffs should be compensated for their work  
4 done in support of the litigation and for assisting Class Counsel in achieving a strong  
5 settlement on behalf of the Class, as well as the reputational and other risks they  
6 undertook in bringing this Action. See *Johnson*, 2018 WL 2183253, at \*8 (granting  
7 case contribution awards based on class counsel’s attestation as “to each class  
8 representative’s cooperation and work” in the case, including providing information  
9 to counsel, producing documents and responding to discovery requests,  
10 communicating with counsel and remaining informed about the case, participating in  
11 the mediation process, and approving the settlement agreement).

12 Accordingly, Plaintiffs request that the Court approve a contribution award in  
13 the amount of \$7,500 each to Named Plaintiffs. See; *Gramstad v. Ventura Foods,*  
14 *LLC*, (C.D. Cal. Feb. 14, 2025) Case No. 8:22-cv-02290-MWC-JDE, Docket 67, p  
15 4:15-22 (ERISA class action settling after motion to dismiss denied and approving  
16 \$7,500 award with no discovery to Plaintiffs and no Plaintiffs’ deposition); and  
17 *Aquino et. al. v. 99 Cents Only Stores, LLC, et. al.*, (C.D. Cal. Jan. 02, 2024) Case  
18 No. 2:22-cv-01966-SPG-AFM, Docket No. 79, p. 12:12-15 (ERISA class action  
19 settling after motion to dismiss denied and approving \$7,500 award with no  
20 discovery to Plaintiffs and no Plaintiffs’ deposition).

21 While this Court may observe the average settlement award is \$101.57, the highest  
22 award, consistent with participants who participated during the entire class period,  
23 similar to plaintiffs, the highest award is \$5706.35. The total amount requested for  
24 the representative plaintiffs, \$22,500, represents only .76% of the total gross  
25 settlement. See *Sandoval v. Tharaldson Employee Management Inc.* 2010 WL  
26 2486346, \*10 (C.D. Cal. June 15, 2010) (\$7500 or 1% of the gross settlement is a  
27 fair and reasonable amount for an incentive award). Notice of the anticipated  
28

1 request was provided to all members of the Settlement Class and no objections to the  
2 awards were made. [Snow Declaration, ¶¶ 8-12 and Exhibit A to her declaration].

3 In sum, and for all of the reasons outlined above, Class Counsel respectfully  
4 request that the Court award the requested Attorneys' Fees, Expenses, and Class  
5 Contribution Awards.

6 **B. Plaintiffs' counsel's rates are consistent with rates in complex ERISA**  
7 **cases**

8 "ERISA is an 'enormously complex' statute, and many ERISA matters also  
9 involve facts that are 'exceedingly complicated.'" *Foster v. Adams & Assocs., Inc.*,  
10 No. 18-CV-02723-JSC, 2022 WL 425559, at \*4 (N.D. Cal. Feb. 11, 2022) (quoting  
11 *Conkright v. Frommert*, 559 U.S. 506, 509 (2010)). Accordingly, "these cases  
12 require highly skilled counsel who could understand the complexity of the law and  
13 adapt case law accordingly." *Marshall v. Northrop Grumman Corp.*, No. 16-CV-  
14 6794 AB (JCX), 2020 WL 5668935, at \*4 (C.D. Cal. Sept. 18, 2020) (cleaned up).  
15 In light of the complexity of the issues raised by ERISA breach of fiduciary claims,  
16 the *Marshall* Court in 2020 approved a rate scheme as follows: for attorneys with at  
17 least 25 years of experience, \$1,060 per hour; for attorneys with 15–24 years of  
18 experience, \$900 per hour; for attorneys with 5–14 years of experience, \$650 per  
19 hour; for attorneys with 2–4 years of experience, \$490 per hour; and for paralegals  
20 and law clerks, \$330 per hour. *Id.* at \*7.

21 More recently, in similar ERISA breach of fiduciary duty class litigation, the  
22 Court approved "rates ranging from \$280 to \$1,050." *Gamino v. KPC Healthcare*  
23 *Holdings, Inc.*, No. 5:20-CV-01126-SB-SHK, 2023 WL 3325190, at \*6. (C.D.  
24 Cal. Mar. 11, 2023); *see also Foster*, 2022 WL 425559, at \*9 (rates between \$275  
25 and \$975 per hour "in line with the rates charged by other ERISA litigators in the  
26 San Francisco Bay Area."); *Rollins v. Dignity Health*, No. 13-CV-01450-JST, 2022  
27 WL 20184568, at \*5–6 (N.D. Cal. July 15, 2022) (approving in ERISA class case  
28 "Partners' and Counsels' rates rang[ing] from \$625 to \$1,060" and "non-partner

1 and non-counsel attorneys, including associates, litigation assistants, and document  
2 analysts rang[ing] from \$215-\$625.”).

3 Here, Plaintiffs’ counsel’s rates are consistent with the rates awarded in  
4 those cases. For Christina A. Humphrey, partner at Humphrey Law, P.C. with 24  
5 years of experience, her rate is \$950/hr. For her former colleague who worked on  
6 this case and had ten (10) years experience, his rate was \$650 an hour. For Stefano  
7 Congedo, her certified paralegal, his rate was \$215 an hour. [Humphrey Dec. Final  
8 Approval ¶ 6]. This range of hourly rates for a similar action has previously been  
9 determined to be reasonable. See *Coppel v. SeaWorld*, et al. (S.D. Cal. Sep. 10,  
10 2025) Case No. 21-cv-1430-RSH-DDL, Docket 279, p. 12:16 – 13:3; *Gramstad v.*  
11 *Ventura Foods, LLC*, (C.D. Cal. Feb. 14, 2025) Case No. 8:22-cv-02290-MWC-  
12 JDE, Docket 67; and 61-1, p 16:13-23 (approving a range of \$215 per hour for a  
13 paralegal, and \$700 to \$950 for the same counsel herein), and *Aquino et. al. v. 99*  
14 *Cents Only Stores, LLC, et. al.*, (C.D. Cal. Jan. 02, 2024) Case No. 2:22-cv-01966-  
15 SPG-AFM, Docket No. 79, p. 12:12-15 (approving a range of \$215 per hour for a  
16 paralegal, and \$650 to \$925 for the same counsel herein). [Humphrey Dec. Final  
17 Approval ¶ 6].

18 For Bradley/Grombacher, Marcus J. Bradley has twenty-nine (29) years’  
19 experience as an attorney and is billed at \$1,050.00 per hour. [Bradley Dec. Final  
20 Approval ¶ 4]. His partner, Kiley L. Grombacher, has nineteen (19) years’  
21 experience as an attorney and is billed out at \$900.00 per hour. [Id]. Federal and  
22 state courts in California have consistently approved the rates charged by  
23 Bradley/Grombacher, LLP. See, e.g., *Hector Avina v. Shultz Steel Company* (Los  
24 Angeles County Super. Ct. August 4, 2022) Case No. 20STCV18569 (approving  
25 2021 rates); *Garcia v. XPO Logistics Freight, Inc.*, (San Bernardino County Super.  
26 Ct. April 19, 2021) Case No. CIVDS2015538 (approving 2020 rates); *Smith v.*  
27 *Hoag Memorial Hospital* (Orange County Super. Ct. Mar. 6, 2020) Case No. 30-  
28 2017-00952013 (approving 2019 rates); *Haro v. Laboratory Corp. of America*,

(C.D. Cal. Nov. 18, 2020) Case No. 2:18-cv-09091-AB-RAO (approving 2019 rates); *Maldonado v. Dayton Superior Corp.* (Riverside County Super Ct. September 10, 2019) Case No. RIC1615240 (approving 2018 rates).

These rates are justified by the prevailing rates for ERISA matters and the experience and skill of the attorneys involved. [See Corrected CAH Dec. Preliminary Approval, ECF 121, ¶¶ 3-9; Bradley Preliminary Approval Dec. (ECF No. 114-3) ¶¶ 3-9.] The fee split between the firms is 50/50. [Humphrey Dec. Final Approval ¶ 11].

**C. Plaintiff's counsel's request for 33.3% of the settlement amount is consistent with awards in other class cases, particularly ERISA litigation**

An attorney fee of one third of the settlement fund is routinely found to be reasonable in class actions. “Nationally, the average percentage of the fund award in class actions is approximately one-third.” *Multi-Ethnic Immigrant Workers Org. Network v. City of Los Angeles*, No. 07- 3072-AHM, 2009 WL 9100391, at \*4 (C.D. Cal. June 24, 2009); *see also Romero v. Producers Dairy Foods, Inc.*, No. 05-484, 2007 WL 3492841, at \*4 (E.D. Cal. Nov. 14, 2007) (“fee awards in class actions average around one-third of the recovery”) (quoting Newberg on Class Actions § 14.6 (4th ed. 2007)). “An award of one third is within the range of percentages which courts have considered reasonable in other class action lawsuits.” *Boyd v. Bank of Am. Corp.*, No. SACV 13-0561-DOC, 2014 WL 6473804, at \*10 (C.D. Cal. Nov. 18, 2014); *Marshall v. Northrop Grumman Corporation* 2020 WL 5668935 ,\*8 (C.D.Cal. Sept. 18, 2020). The Ninth Circuit has also approved of an award of attorney fees of one third of the common fund. *In re Pacific Enters. Sec. Litig.*, 47 F.3d 373, 379 (9th Cir. 1995) (one-third fee from a \$12 million common fund)

When assessing an attorneys’ fee award as a percentage of the common fund, courts consider “(1) the results achieved; (2) the risk of litigation; (3) the skill

1 required and the quality of work; (4) the contingent nature of the fee and the  
2 financial burden carried by the plaintiffs; and (5) awards made in similar cases.” *In*  
3 *re Omnivision Technologies*, 559 F. Supp. 2d 1036, 1046 (N.D. Cal. 2008) (citing  
4 *Vizcaino v. Microsoft Corp.*, 290 F.3d 1043, 1048–50 (9th Cir. 2002)).

5 Here, each of these factors weighs in favor of the requested award. As to the  
6 first factor, Plaintiffs estimate that the recovery achieved on behalf of the class is  
7 34% of the estimated potential damages. [See Corrected Humphrey Preliminary  
8 Approval Dec. (ECF No. ) ¶¶ 81-85] This compares favorably to other cases in  
9 which courts have awarded 1/3 of the common fund as attorneys’ fees. *See*  
10 *Waldbuesser*, 2017 WL 9614818, at \*2 (C.D. Cal. Oct. 24, 2017) (collecting  
11 cases); *see, e.g., also Jiangchen v. Rentech, Inc.*, No. 17-1490, 2019 WL 5173771,  
12 \*7, 9 (C.D. Cal. Oct. 10, 2019) (\$2.05 million settlement or 10% of maximum  
13 damages; 33.3% fee award); *In re Rite Aid Corp. Sec. Litig.*, 146 F.Supp.2d 706,  
14 715 (E.D. Pa. 2001) (noting that since 1995, class action settlements have typically  
15 “recovered between 5.5% and 6.2% of the class members’ estimated losses”).  
16 Further, the Court should note that the recordkeeping fee charged to participants  
17 decreased since the inception of the case and the Plan is currently undergoing new  
18 Requests for Proposals. [Humphrey Dec. Final Approval ¶ 13].

19 As to the other factors, counsel has recounted the costs that they bore and the  
20 efforts spent investigating this case pre-suit and litigating this action all at risk of  
21 potentially not recovering anything in fees. [See Humphrey Preliminary Approval  
22 Dec. (ECF No. 121) ¶¶ 54-58] Courts in this district have recognized that achieving  
23 positive results in complex ERISA cases requires skill and comes with the risk of  
24 nonpayment that justifies a fee of at or around 1/3 of the common fund. *See, e.g.,*  
25 *Marshall*, 2020 WL 5668935, at \*9 (awarding attorneys’ fees of 1/3 of settlement  
26 fund of \$12.3 million in ERISA action); *Waldbuesser*, 2017 WL 9614818, at \*3  
27 (1/3); *Gramstad v. Ventura Foods, LLC*, (C.D. Cal. Feb. 14, 2025) Case No. 8:22-  
28 cv-02290-MWC-JDE, Docket 67; and 61-1, p 16:13-23 (1/3), and *Aquino et. al. v.*

1 *99 Cents Only Stores, LLC, et. al.*, (C.D. Cal. Jan. 02, 2024) Case No. 2:22-cv-  
2 01966-SPG-AFM, Docket No. 79, p. 12:12-15 (1/3).

3 Moreover, courts nationwide have routinely awarded 1/3 of the common  
4 fund in fees in similar ERISA fiduciary breach settlements. *See, e.g., Foster*, 2022  
5 WL 425559, at \*10-11; *Kelly v. Johns Hopkins Univ.*, No. 16-2835, 2020 WL  
6 434473, at \*3 (D. Md. Jan. 28, 2020); *In re J.P. Morgan Stable Value Fund ERISA*  
7 *Litig.*, No. 12-CV-2548 (VSB), 2019 WL 4734396, at \*2-4 (S.D.N.Y. Sept. 23,  
8 2019); *Bell v. Pension Comm. Of ATH Holding Co., LLC*, No. 15-2062, 2019 WL  
9 4193376, at \*3 (S.D. Ind. Sept. 4, 2019); *Clark v. Duke*, No. 16-1044, 2019 WL  
10 2579201, at \*3 (M.D. N.C. June 24, 2019); *Sims v. BB&T Corp.*, No. 15-1705,  
11 2019 WL 1993519, at \*2 (M.D. N.C. May 6, 2019); *Ramsey v. Philips N.A.*, No.  
12 18-1099, Doc. 27 at 5–6 (S.D. Ill. Oct. 15, 2018); *Schwartz v. Cook*, No. 15-CV-  
13 03347-BLF, 2017 WL 2834115, at \*5 (N.D. Cal. June 30, 2017); *Gordan v. Mass.*  
14 *Mut. Life Ins. Co.*, No. 13-30184, 2016 WL 11272044, at \*2 (D. Mass. Nov. 3,  
15 2016); *In re Marsh ERISA Litig.*, 265 F.R.D. 128, 149-50 (S.D.N.Y. 2010)  
16 (explaining that public policy supports granting fee awards to incentivize private  
17 enforcement of ERISA in order “to promote the important goals of protecting and  
18 preserving the retirement savings of American workers.”).

19 Many courts have awarded as much as 35% of the total settlement. *See*  
20 *Chesemore v. Alliance Holdings, Inc.*, 2014 WL 4415919, at \*7 (W.D. Wis. Sept.  
21 5, 2014) (Awarding attorneys’ fees of “approximately 35% of the total  
22 settlement.”); *In re Merck & Co., Inc. Vytorin ERISA Litig.*, No. CIV.A. 08-CV-  
23 285DMC, 2010 WL 547613, at \*6 (D.N.J. Feb. 9, 2010) (While the Third Circuit  
24 has not adopted a fixed benchmark for fee awards in common fund cases, it  
25 recognizes that such awards generally range from 19% to 45%. *See In re Gen.*  
26 *Motors Corp. Pickup Fuel Tank Prods. Liab. Litig.*, 55 F.3d 768, 822 (3d Cir.  
27 1995).); *Fernandez v. Merrill Lynch, Pierce, Fenner & Smith Inc.*, No. 15-22782-  
28 CIV, 2017 WL 7798110, at \*4 (S.D. Fla. Dec. 18, 2017)(Approving a fee equal to

35% of the settlement amount as “fair and reasonable” under the Eleventh Circuit’s percentage-of-recovery approach. See also *Camden I Condo. Ass’n v. Dunkle*, 946 F.2d 768, 771 (11th Cir. 1991); *In re Sunbeam Sec. Litig.*, 176 F. Supp. 2d 1323, 1333 (S.D. Fla. 2001.); *Stephens v. US Airways Group, Inc.*, 102 F. Supp. 3d 222, 230–31 (D.D.C. 2015) (Awarding 38% of the settlement fund in a complex ERISA class action, where counsel achieved “an excellent recovery for class members.”)

Additional Ninth Circuit authority further supports the reasonableness of a 35% fee award in class action cases involving common funds. For example, in *Clayborne v. Newtron, LLC*, the court awarded 35% of the common fund in a wage-and-hour class action. 2023 WL 5748773, at \*6 (N.D. Cal. Sept. 6, 2023). In *Rivas v. BG Retail, LLC*, the court approved an even higher fee award of 45%. 2020 WL 264401, at \*8 (N.D. Cal. Jan. 16, 2020). Similarly, in *Miller v. CEVA Logistics USA, Inc.*, the court observed that “California district courts usually award attorneys’ fees in the range of 30–40% in wage and hour class actions that result in the recovery of a common fund under \$10 million.” 2015 WL 4730176, at \*8 (E.D. Cal. Aug. 10, 2015). In *Rabin v. PricewaterhouseCoopers LLP*, the court awarded class counsel 35% of the common fund. 2021 WL 837626, at \*7 (N.D. Cal. Feb. 4, 2021). Likewise, in *Bennett v. SimplexGrinnell LP*, the court found an award representing 38.8% of the common fund to be reasonable. 2015 WL 12932332, at \*6 (N.D. Cal. Sept. 3, 2015).

Finally, the fourth factor—the contingent nature of the fee and financial burden borne by counsel—weighs heavily in favor of the requested 33.3% award. ERISA class actions are among the most complex and resource-intensive matters litigated in federal court, often requiring substantial up-front investments in expert analysis at every stage: from evaluating fiduciary breaches and structuring discovery to interpreting voluminous plan-related data. These cases rarely involve simple factual disputes; rather, they hinge on expert testimony addressing nuanced financial, actuarial, and regulatory issues. Trials, which are typically bench trials,

are dominated by competing expert opinions rather than lay witnesses, significantly increasing litigation costs. In this case, Plaintiffs’ counsel incurred approximately \$143,000 in litigation expenses—most attributable to expert consultants—and expert discovery had not even concluded (Plaintiffs are requesting reimbursement of only \$140,000). This level of financial exposure is typical in ERISA class actions, where six- and seven-figure costs are common. *In re J.P. Morgan Stable Value Fund ERISA Litig.*, No. 12-CV-2548, 2019 WL 4734396 (VSB) (\$1,468,795.86 in costs); *Bell v. Pension Comm. Of ATH Holding Co., LLC*, No. 15-2062, 2019 WL 4193376, at \*1 (S.D. Ind. Sept. 4, 2019) (\$513,015.32 in costs); *Clark v. Duke*, No. 16-1044, 2019 WL 2579201, at \*4 (M.D. N.C. June 24, 2019) (\$822,212 in costs); *Sims v. BB&T Corp.*, No. 15-1705, 2019 WL 1993519, at \*5 (M.D. N.C. May 6, 2019) (\$768,176 in costs); *Marshall v. Northrop Grumman Corporation*, No. 16-cv-6794 AB (JCx) 2020 WL 5668935 ,\*9 (\$390,587 in costs, \$195,387.50 in expert expenses); *Kanawi v. Bechtel, Corp.*, No. 06-5566, 2011 WL 782244, at \*3 (N.D. Cal. Mar. 1, 2011). (\$1,500,000 in costs); *In re Marsh ERISA Litig.*, 265 F.R.D. 128, 149-50 (S.D.N.Y. 2010) (\$1,270,915.40 in costs). In a recent successful ERISA trial in New York, Plaintiffs’ counsel’s costs were \$1.85 million. *See Khan v. Board of Directors of Pentegra Defined Contribution Plan, et. al.*, Case No. 7:20-cv-07561-PMH, ECF No. 301 (S.D.N.Y.)

Against this backdrop, a 35% fee is both justified and necessary to fairly compensate counsel for the substantial risk and burden undertaken in pursuing this action on a fully contingent basis. Without such incentives, skilled counsel would be disincentivized from enforcing fiduciary standards that protect the retirement savings of American workers.

**D. A lodestar cross-check confirms that the requested fees are reasonable**

Counsel’s lodestar may “provide a useful perspective on the reasonableness of a given percentage award.” *Vizcaino*, 290 F.3d at 1050. Plaintiffs’ counsel have

1 spent 951.78 hours litigating the case with a collective lodestar of \$766,649.20.  
2 [Humphrey Dec. Final Approval, ¶ 9.] Humphrey Dec. Final Approval Plaintiffs’  
3 Counsel request \$990,000 in fees. Here, a lodestar cross-check confirms that a 1/3  
4 fee award is reasonable as it represents only a slight multiplier of approximately 1.29.  
5 [Humphrey Dec. Final Approval, ¶ 10] *See Vizcaino*, 290 F.3d at 1051 (3.65  
6 multiplier not abuse of discretion); *Sheikh v. Tesla, Inc.*, No. 17-CV-02193-BLF,  
7 2018 WL 5794532, at \*8 (N.D. Cal. Nov. 2, 2018) (“Multipliers of 1 to 4 are  
8 commonly found to be appropriate in common fund cases.”).

9 The percentage-of-recovery analysis therefore does not render the requested  
10 fees unreasonable. *See Edwards v. Nat’l Milk Producers Fed’n*, 2017 WL 3616638,  
11 at \*9 (N.D. Cal. June 26, 2017) (“Rather than abandon the percentage-of-recovery  
12 method, the best way to guard against a windfall is first to examine whether a given  
13 percentage represents too high a multiplier of counsel’s lodestar.”). Moreover,  
14 under the percentage-of-the-fund method, district courts have awarded a one-third  
15 fee “when counsel’s lodestar was *less* than the fee award.” *Id.* (citing cases).  
16 *Marshall v. Northrop Grumman Corporation* 2020 WL 5668935 ,\*7.

#### 17 **IV. CONCLUSION**

18 For the foregoing reasons and those already identified in Plaintiffs’  
19 Preliminary Approval Motion and the Court’s Preliminary Approval Order,  
20 Plaintiffs respectfully request that the Court grant Plaintiffs’ Unopposed Motion for  
21 Final Approval of the Settlement.

22  
23 Dated: October 21, 2025

Respectfully submitted,  
**CHRISTINA HUMPHREY LAW, P.C.**  
**BRADLEY GROMBACHER LLP**

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**CERTIFICATE OF COMPLIANCE**

The undersigned, counsel of record for Plaintiffs certifies that this brief contains 6,727 words, which complies with the word limit of L.R. 11-6.1.

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Respectfully submitted,

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