IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF NORTH CAROLINA
SOUTHERN DIVISION
CA No.: 7-23-cv-00004-M-RJ

JACINTO GOMEZ OVANDO and MARIA DEL CARMEN PERALTA BAEZA on behalf of themselves and all others similarly situated,	)
Plaintiffs,	)
v.	)
MOUNTAIRE FARMS, INC., and MOUNTAIRE FARMS OF NORTH CAROLINA, CORP.,	)
Defendants.	)

ORDER GRANTING PLAINTIFFS' UNOPPOSED MOTION FOR FINAL APPROVAL OF PROPOSED SETTLEMENT AGREEMENT OF CLASS AND COLLECTIVE ACTION AND RELEASE OF CLAIMS, AND ORDER OF DISMISSAL WITH PREJUDICE

This matter comes before the court on the Plaintiffs' Unopposed Motion for Final Approval of the Collective and Class Action Settlement, ("Final Approval Motion"). DE 151. The court heard this matter on December 1, 2025, and for the reasons stated at the hearing and below, the motion is granted.

In this action, the Named Plaintiffs, Jacinto Gomez Ovando and Maria del Carmen Peralta Baeza, asserted claims against Defendants Mountaire Farms Inc. and Mountaire Farms of North Carolina Corp. ("Defendants" or "Mountaire") on behalf of themselves and all others similarly situated ("Plaintiffs") under the Fair Labor Standards Act ("FLSA"), 29 U.S.C. §§ 216(b), 201 *et seq.* and the North Carolina Wage and Hour Act ("NCWHA"), N.C. Gen. Stat. § 95-25.1, *et seq.*

The Amended Complaint asserts claims under the FLSA and NCWHA for alleged unpaid overtime compensation, unpaid wages, and related penalties and damages, as well as under N.C. Gen. Stat. §§ 95-25.8(a)(2), *et seq.* for alleged unlawfully deducted wages. The FLSA and

NCWHA overtime and unpaid wages claims relate to alleged time spent by chicken processing line employees at Mountaire's North Carolina facilities donning and doffing personal protective equipment ("PPE") and other work clothing pre-shift, post-shift, and during unpaid 36-minute meal breaks. The alleged unlawful deduction claim relates to payments for chicken purchased through Mountaire's employee chicken sale program and charges for optional and lost/damaged gear. In addition, Named Plaintiff Gomez brings an individual retaliation claim under the North Carolina Retaliatory Employment Discrimination Act ("REDA") and a wrongful termination claim based on a purported violation of North Carolina public policy.

As such, Plaintiffs allege chicken processing line employees at Mountaire's North Carolina facilities were subject to systemic policies and practices, which resulted in a failure to accurately calculate wages due, in violation of the FLSA, 29 U.S.C. § 201 *et seq*, and the NCWHA, N.C. Gen. Stat. § 95-25.1 *et seq*. Defendants have denied, and continue to deny, the allegations and any liability to Named Plaintiffs, Putative FLSA Collective Members, or Rule 23 Class Members, and have raised various defenses to the claims.

This action has involved extensive litigation over a variety of motions, including months of pre-certification discovery resulting in the production of thousands of documents, numerous depositions and declarations, and expert data analysis. Such information allowed Class Counsel to evaluate the claims and to calculate estimated damages under Plaintiffs' legal theories using their methodology before mediation.

On October 28, 2024, the parties participated in a court-hosted settlement conference with the Honorable James E. Gates, U.S. Magistrate Judge, in an effort to resolve the lawsuit entirely. Although the matter did not settle during the conference, the parties continued to work with Judge Gates in the ensuing weeks and, on November 27, 2024, the parties reached a tentative agreement in principle to resolve the entire lawsuit. Accordingly, Defendants filed a Consent

Motion for Stay of Proceedings to Finalize a Potential Settlement with the Court on December 3, 2024. DE 127. In granting the motion, the court ordered the parties to complete negotiation of the remaining material terms of their tentative settlement by December 13, 2024, and to submit to the court a Motion for Settlement Approval by January 13, 2025. DE 128. The court subsequently granted the parties' requested extensions of time to finalize the papers and extended the parties' deadline to move for preliminary approval to March 28, 2025. DE 134.

On March 28, 2025, Plaintiffs filed an unopposed motion requesting an Order: (i) preliminarily adjudging the terms of the parties' proposed settlement to be fair, reasonable and adequate, and in the best interests of Plaintiffs, the Putative FLSA Collective Members, and Rule 23 Settlement Class Members, and directing consummation of its terms and provisions; (ii) provisionally certifying the Rule 23 Settlement Class for settlement purposes only; (iii) approving the proposed Notice and Claim Form, directing notice to be delivered to all Putative FLSA Collective Members and Rule 23 Settlement Class Members; (iv) appointing Plaintiffs' Counsel as Class Counsel; (v) approving the appointment of CPT Group as Settlement Administrator; (vi) setting a seventy-five (75) calendar day deadline for Putative FLSA Collective Members and Rule 23 Settlement Class Members to submit a Claim Form, request to exclude themselves, or submit objections; (vii) scheduling a Final Approval Hearing; (viii) approving Plaintiffs' proposed attorneys' fees, costs, and expenses; and (ix) approving requested service awards. *See* DE 135, 137, 139.

As noted above, on June 20, 2025, the court granted the motion. *See* DE 144-146. In accordance with the terms of the proposed settlement, the court set the deadline of seventy-five (75) days after the mailing of the notice of settlement for members of the certified class to submit claim forms, opt out of the settlement, and/or submit an objection. *See id.* The court also scheduled a fairness hearing on November 3, 2025, to determine whether the proposed Settlement

Agreement is fair. *Id.* Lastly, the court appointed CPT Group as the neutral, Third-Party Settlement Administrator and ordered CPT Group to perform the administrative duties consistent with the parties' Settlement Agreement. *Id.*

Following the parties' discovery that 73 individuals had been inadvertently omitted from the original notice process, the court authorized the parties to issue an amended notice of settlement to those individuals and provided them an abbreviated thirty-day period after the mailing of the notice to submit claims forms, opt out, or object to the settlement. The court also rescheduled the fairness hearing to December 1, 2025, to ensure that any individuals who received the amended notice of settlement might have an opportunity to be heard.

Having considered the Plaintiffs' Unopposed Motion for Final Approval, the supporting declarations, the oral argument presented at the fairness hearing, and the complete record in this action, and for the reasons set forth therein and as stated on the record at the December 1, 2025 fairness hearing, and for good cause shown,

NOW, THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED:

1. Plaintiffs' Final Approval Motion [DE 151] is **GRANTED** and the court finally approves the proposed settlement as set forth in the Parties' Settlement Agreement of Class and Collective Action and Release of Claims ("Settlement Agreement") (DE 136-1).

Final Settlement Approval

2. "'It has long been clear that the law favors settlement….' [and] [t]his is particularly true in class actions." *Reynolds v. Fid. Investments Institutional Operations Co., Inc.*, No. 1:18-CV-423, 2020 WL 91874, at *3 (M.D.N.C. Jan 8, 2020) (citing *United States v. Manning Coal Corp.*, 977 F.2d 117, 120 (4th Cir. 1992) and *Sullivan v. DB Invs., Inc.*, 667 F.3d 273, 311 (3d Cir. 2011)).

3. The court may approve a class settlement only if it is "fair, reasonable, and adequate."

Fed. R. Civ. P. 23(e)(2). "In applying this standard, the Fourth Circuit has bifurcated the analysis into consideration of fairness, which focuses on whether the proposed settlement was negotiated at arm's length, and adequacy, which focuses on whether the consideration provided the class members is sufficient." *Beaulieu v. EQ Indus. Servs., Inc.*, No. 5:06-CV-0400-BR, 2009 WL 2208131, at *23 (E.D.N.C. July 22, 2009) (citing *In re Jiffy Lube Sec. Litig.*, 927 F.2d 155, 158-159 (4th Cir. 1991)). The court acts as a fiduciary of the class members. *Sharp Farms v. Speaks*, 917 F.3d 276, 293-94 (4th Cir. 2019).

Procedural Fairness

4. The proposed settlement is procedurally fair and was reached through extensive, arm's length negotiations after experienced counsel had exchanged discovery and evaluated the merits of the Plaintiffs' claims. *See Myers v. Loomis Armored US, LLC*, No. 318CV00532FDWDSC, 2020 WL 1815902, at *2 (W.D.N.C. Apr. 9, 2020); *West v. Const'l Inc.*, No., 3:16-cv-00502-FDW-DSC, 2018 WL 1146642, at *4 (W.D.N.C. Feb. 5, 2018) ("The [s]ettlement was not hastily arrived at. Indeed, the [s]ettlement followed lengthy discussions and considerable dialogue between the [p]arties, as well as arm's length negotiations involving extensive argument and counterargument."); *In re Dollar Gen. Stores FLSA Litig.*, No. 5:09-MD-1500, 2011 WL 3841652, at *3 (E.D.N.C. Aug. 23, 2011).

5. Class Counsel conducted thorough investigations and evaluated the claims and defenses and reached a settlement after mediation and continued arm's length negotiations between the parties. *See generally* DE 135, 136, 137, 141, and 151.

6. Class Counsel reviewed a sampling of company records, including pay and time data, company compensation policies, and employees' information including data on employees who held a relevant job profile during the relevant time period. This extensive document production allowed for an analysis of the claims and the calculation of alleged damages under Plaintiffs' legal

theories in anticipation of mediation. On October 28, 2024, the parties participated in a court-hosted settlement conference with Judge Gates and continued to work with Judge Gates in the ensuing weeks. On November 27, 2024, the parties reached a tentative agreement in principle to resolve the entire lawsuit, prompting Defendants to file a Consent Motion for Stay of Proceedings to Finalize a Potential Settlement on December 3, 2024. DE 127. These arm's length negotiations involved experienced counsel and Judge Gates, a mediator well-versed in complex wage and hour class action litigation. Moreover, no evidence exists of any coercion or collusion or any other improper dealing that would lead to a finding that the negotiations were in any way unfair. *See West*, 2018 WL 114662, at *5 ("[T]here is no evidence in the record before the Court, nor has there been any suggestion by anyone, that there has been any fraud or collusion among the Parties or their attorneys at the terms of this Settlement.").

Fair, Adequate, and Reasonable

7. The settlement is substantively fair and meets all factors that illuminate this analysis. *See Sharp Farms*, 917 F.3d at 299; *Berry v. Schulman*, 807 F.3d 600, 614 (4th Cir. 2015).

8. The factors this court has considered to determine whether the settlement is fair are: (1) the posture of the case at the time the settlement was proposed; (2) the extent of discovery that had been conducted; (3) the circumstances surrounding the negotiations; and (4) the experience of counsel in wage and hour class and collective action litigation. *See Berry*, 807 F.3d at 614; *Scardelletti v. Debarr,* 43 F. App'x 525, 528 (4th Cir. 2002) (per curiam); *In re Jiffy Lube Secs. Litig.*, 927 F.2d at 158-59.

9. In evaluating the first factor, the proper question is whether "Plaintiffs had access to sufficient information to adequately evaluate the merits of the case and weight the benefits of settlement against furth litigation." *West*, 2018 WL 1146642, at *4. They did. As stated above, Class Counsel analyzed a sampling of Defendants' produced time and payroll data, allowing Class

Counsel to thoroughly evaluate Plaintiffs' class and collective action claims and calculate estimated damages under Plaintiffs' theories of liability. Moreover, Plaintiffs had completed full briefing on a motion for class and conditional certification, including filing supplemental authority in support of the same, providing Plaintiffs and Class Counsel with a wealth of information allowing them to evaluate the strengths and weaknesses of their case. Thus, the first fairness factor weighs in favor of final approval.

10. The parties engaged in significant discovery prior to formal settlement negotiations, and motions for certification and for partial summary judgment were pending at the time of the settlement. No party disputes that litigation through trial would be complex, expensive, and uncertain. Thus, the second fairness factor weighs in favor of final approval.

11. The parties did not reach an agreement hastily; they commenced settlement negotiations in October 2024, reached a tentative agreement in November 2024, and finalized the agreement in March 2025. The parties were represented by counsel experienced in employment and class action litigation, and they had engaged in significant discovery and expert data analysis, which assisted them in evaluating the settlement terms. A settlement was reached only after an extended arm's length negotiation before an experienced magistrate judge. Finally, there is no evidence of fraud or collusion among the parties or their counsel in settling the Plaintiffs' claims. The third fairness factor weighs in favor of final approval.

12. No party disputes the extensive experience of Plaintiffs' counsel in the areas of wage and hour class and collective action litigation. Gilda Hernandez has been a wage and hour practitioner for nearly thirty years, first as a government official for the United States Department of Labor, Wage and Hour Division and then as an attorney. Her practice is "focused" on representing plaintiffs, both individually and in class and/or collective actions, for alleged violations of the FLSA and/or NCWHA. The other attorneys who worked on the case appear to be

her associates or colleagues working in the same area. The court finds the fourth fairness factor weighs in favor of final approval.

13. To determine adequacy of the settlement, this court has considered "(i) the costs, risks, and delay of trial and appeal; (ii) the effectiveness of any proposed method of distributing relief to the class, including the method of processing class-member claims; (iii) the terms of any proposed award of attorneys' fees, including timing of payment; and (iv) any agreement required to be identified." *McAdams v. Robinson*, 26 F.4th 149, 159 (4th Cir. 2022) (quoting Fed. R. Civ. P. 23(e)(2)(C)). In addition, the court must consider: (1) the relative strength of the plaintiffs' case on the merits; (2) the existence of any difficulties of proof or strong defenses the plaintiffs are likely to encounter if the case goes to trial; (3) the anticipated duration and expense of additional litigation; (4) the solvency of the defendants and likelihood of recovery on a litigated judgment; and (5) the degree of opposition to the settlement. *See id.*; *see also Sharp Farms*, 917 F.3d at 299; *In re Jiffy Lube Secs. Litig.*, 927 F.2d at 159; *West*, 2018 WL 1146642, at *4. The first two factors are the most important. *See Sharp Farms*, 917 F.3d at 299.

14. The risks inherent in wage and hour class and collective action litigation can be significant. Attorneys are typically retained to represent plaintiffs in such cases on a contingent fee basis, and it may be many months or years before they receive compensation, if any. Litigation in this case commenced more than two years before settlement was finalized, and the parties engaged in extensive discovery and motions practice during that time. In fact, Plaintiffs' motion for conditional and class certification and Defendants' motion for partial summary judgment remain pending and each would have a dispositive impact on the claims and defenses raised. DE 78, 97. In coming to a settlement, the parties avoided additional time, fees, and costs associated with proceeding to trial and a possible appeal of complex wage and hour litigation.

15. As stated at the hearing, the court finds the method of distributing relief to the class,

including the method of processing class-member claims, to be effective in providing adequate relief to the Rule 23 Settlement Class Members. In addition, as set forth in more detail below, the court approves the terms of the proposed award of attorneys' fees, including the timing of payment. Finally, the parties have provided the court with a copy of the formal Settlement Agreement (DE 136-1). The court finds the parties have satisfied the requirements of Rule 23(e)(2)(C).

16. Plaintiffs succeeded in defending the majority of their claims on Defendants' motion to dismiss. This success appears to be reflected in the monetary settlement terms, $7.26 million for approximately 12,500 eligible members. The first adequacy factor favors final approval.

17. Wage and hour class/collective actions can be complex and risky, and Defendants are represented by qualified counsel who have asserted Defendants' denial of liability and demonstrated Defendants' intent to vigorously defend the case, including in Rule 12(b) and 56 motions. If the case were to proceed to trial, Plaintiffs would have the burden to demonstrate, likely through expensive expert analysis, their entitlement to relief. The second adequacy factor favors final approval.

18. The parties came to an agreement approximately two years into the litigation, after motions practice, extensive discovery, and some expert analysis. Had the case proceeded to trial (a substantial likelihood, given that the pending dispositive motion was for only *partial* summary judgment), the parties would have spent significant time and expense on trial preparation, witness fees, and attorneys' fees. Any appeal would certainly prolong the action and increase the hours/costs. The third adequacy factor favors final approval of the settlement.

19. No party challenges the solvency of the Defendants to pay any litigated judgment. The fourth adequacy factor weighs neutrally.

20. Finally, the reaction of the Rule 23 Settlement Class Members to the settlement was

overwhelmingly positive. Settlement Notices in the form approved by this court were sent to 12,546 Rule 23 Settlement Class Members and included extensive information regarding the claims they would be releasing as part of the proposed settlement, their right to object or exclude themselves from the proposed settlement, and an explanation of how to object or exclude themselves. The Notice also included information regarding how to contact the Settlement Administrator or Class Counsel should they have questions regarding their rights or the estimated Individual Settlement Amount. *See* DE 136-2, Ex. 2-A. Of the 12,546 Rule 23 Settlement Class Members, one (1) requested exclusion, and none objected to the settlement. DE 152-1, CPT Declaration ¶¶ 13-14. This favorable response suggests that the Rule 23 Settlement Class Members largely approved of the settlement, which further supports final approval.[1] *See e.g., In re Zetia (Ezetimibe) Antitrust Litigation*, 699 F. Supp. 3d 448, 459-60 (E.D. Va. 2023) ("The lack of any objection to the Settlement Agreement strongly supports a finding that it is adequate."); *see also West*, 2018 WL 1146642, at *6 ("No objections have been filed in this case. It is established that the absence of a large number of objections to a proposed class action settlement raises a strong presumption that the terms of a proposed class settlement action are favorable to the class members.") (internal quotations omitted).

[1] Notably, "relatively few objections (59 out of 3,025,689 class members) and only a small percentage of class members (0.04%) opting out, supports the adequacy of the settlement." *Domonoske v. Bank of Am., N.A.*, 790 F. Supp. 2d 466, 474 (W.D. Va. 2011); *see also McAdams v. Robinson*, 26 F.4th 149, 159-60 (4th Cir. 2022) (affirming the district court's approval of a settlement as adequate where 0.04% of the settlement class opted out). Accordingly, even if all seventy-three (73) of the inadvertently omitted but eligible class members were to object to final approval of the Settlement Agreement, that would represent only 0.005% of the class as a whole. Additionally, at nearly ninety days since distribution of the notice, no class member has objected and only one has chosen to opt-out. DE 152-1, at ¶¶ 13-14. Therefore, instructive case law suggests that even if 0.005% class members were to object or opt-out, such representation would still support a finding that final approval of the Settlement Agreement is adequate.

APPROVAL OF THE FLSA AND RULE 23 SETTLEMENT

21. For settlement purposes only, the Rule 23 Settlement Class and FLSA Collective (consisting of FLSA Opt-In Plaintiffs) are finally certified pursuant to Fed. R. Civ. P. 23 and 29 U.S.C. § 216(b), respectively.

22. The court approves the settlement with respect to the participating FLSA Collective Members.

23. Settling parties routinely seek judicial approval of a proposed settlement to ensure fairness and to give effect to the FLSA releases. Courts approve FLSA settlements when they are reached as a result of contested litigation to resolve *bona fide* disputes. *See Kirkpatrick v. Cardinal Innovations Healthcare Sols.*, 352 F. Supp. 3d 499, 502 (M.D.N.C. 2018) (citing *Lynn's Food Stores, Inc. v. United States*, 679 F.2d 1350, 1355 (11th Cir. 1982)) ("the court must determine whether it is a fair and reasonable compromise of disputed claims and issues arising from a bona fide dispute raised pursuant to the FLSA"). Typically, courts regard the adversarial nature of a litigated FLSA case to be an adequate indicator of the fairness of a settlement. *See id.* If the proposed settlement reflects a reasonable compromise over contested issues, the court should approve the settlement. *Lynn's Food Stores*, 679 F.2d at 1354; *Johnson v. PHP of NC, Inc.*, No. 5:23-CV-00462-M, 2025 WL 2717423, at *3 (E.D.N.C. Sept. 24, 2025).

24. Here, settlement was the result of a formal mediation involving arm's length settlement negotiations. *See* DE 135, 136-1. During the entire process, Plaintiffs and Defendants were represented by counsel experienced in wage and hour law and class and collective action litigation, who vigorously represented and defended their clients' adversarial positions. Accordingly, the Settlement Agreement resolves a bona fide dispute under circumstances supporting a finding that it is fair and reasonable.

25. The court also approves the settlement with respect to Rule 23 Settlement Class

Members who have not timely requested exclusion.

26. Courts generally approve Rule 23 class action settlements when they are fair, reasonable, and adequate pursuant to Fed. R. Civ. P. 23(e). After due consideration and inquiry into the circumstances surrounding the proposed settlement of Plaintiffs' FLSA collective action claims and Rule 23 class claims under the NCWHA against Defendants, and review of the Settlement Agreement, the court finds and concludes that the proposed settlement in this case meets the standard for approval, as it reflects a reasonable compromise of a bona fide dispute. The court finds and concludes that the proposed settlement and its terms, including the Parties' Settlement Agreement, is fair, reasonable, and adequate, and in the best interest of the parties. The court further finds the settlement to have been reached in good faith. Additionally, the court finds that the proposed settlement and its terms, including the parties' Settlement Agreement, is fair, reasonable, and adequate pursuant to Fed. R. Civ. P. 23(e). The court finds that the approved Class Representatives, Jacinto Gomez Ovando and Maria del Carmen Peralta Baeza, and Class Counsel have adequately represented the Rule 23 Settlement Class and that the settlement proposal was negotiated at arm's length. Indeed, the court finds that the relief provided by the Rule 23 Settlement Class is adequate, considering: (i) the costs, risks, and delay of trial and appeal; (ii) the effectiveness of the proposed method of distributing relief to the class; (iii) the terms of the proposed award of attorneys' fees, including timing of payment; and (iv) the parties' Settlement Agreement. Finally, the court finds that the settlement proposal treats Rule 23 Settlement Class Members equitably relative to each other. *See* Fed. R. Civ. P. 23(e)(2)(A)-(D).

DISSEMINATION OF NOTICE

27. Pursuant to the court's order preliminarily approving the proposed settlement, (DE 144), dated June 20, 2025, all Rule 23 Settlement Class Members were sent court-approved Notices by first-class mail at his or her last known address and, when possible, by email and text

message.

28. The Notice was translated and delivered in thirteen (13) different languages to ensure due process concerns were met. The Notice fairly and adequately advised Rule 23 Settlement Class Members of the terms of the proposed settlement, as well as the right of Rule 23 Settlement Class Members to opt out of or to object to the settlement, and to appear at the fairness hearing. Rule 23 Settlement Class Members were provided with the best notice practicable under the circumstances.

29. The Notices and their distribution met with all constitutional requirements, including due process.

AWARD OF FEES AND COSTS TO CLASS COUNSEL AND SERVICE AWARDS TO NAMED PLAINTIFFS JACINTO GOMEZ OVANDO AND MARIA DEL CARMEN PERALTA BAEZA

30. By Order dated June 19, 2025, the court granted Plaintiffs' Unopposed Motion for Attorneys' Fees and Reimbursement of Costs and Expenses in the amount of $2,420,000.00, which is one-third of the Maximum Gross Settlement Amount, inclusive of reimbursement of litigation costs and expenses. DE 146. However, such approval was conditioned upon the court's final approval of the proposed settlement. *See id.*

31. Class Counsel's request for one-third of the Maximum Gross Settlement Amount is reasonable. *See Barber v. Kimbrell's Inc.*, 577 F.2d 216, 226 n.28 (4th Cir. 1978) (articulating factors to consider in analyzing whether a request for attorneys' fees in class action litigation is reasonable); *see also In re Abrams & Abrams, P.A.*, 605 F.3d 238, 243 (4th Cir. 2010) ("[t]he district courts' supervisory jurisdiction over contingent fee contracts for services rendered in cases before them is well-established.") (citation omitted); *Jones v. Dominion Res. Servs.*, 601 F. Supp. 2d 756, 758 (S.D. W. Va. 2009) ("The percentage method has overwhelmingly become the preferred method for calculating attorneys' fees in common fund cases."); *Phillips v. Triad Guar. Inc.*, No.

1:09CV71, 2016 WL 2636289, at *2 (M.D.N.C. May 9, 2016) (same).

32. In applying the common fund method, the Supreme Court and circuit courts across the country have held that it is appropriate to award attorneys' fees as a percentage of the entire maximum gross settlement fund, even when amounts to be paid to settlement class members who do not file claims will revert to the defendant. *See Boeing Co. v. Van Gernert, et al.*, 444 U.S. 472, 481-82 (1980); *Masters v. Wilhelmina Model Agency, Inc.*, 473 F.3d 423, 437 (2d Cir. 2007) ("An allocation of fees by percentage should therefore be awarded on the basis of the total funds made available, whether claimed or not."); *Waters v. Int'l Precious Metals Corp.*, 190 F.3d 1291, 1296-97 (11th Cir. 1999) ("class counsel are entitled to a reasonable fee based on the funds potentially available to be claimed, regardless of the amount actually claimed") (citation omitted).

33. No Settlement Class Member objected to Class Counsel's request for one-third of the Maximum Gross Settlement Amount, which also provides support for Class Counsel's fee request. *See e.g., In re Abrams & Abrams, P.A.*, 605 F.3d at 247. "Attorneys' fees awarded under the 'percentage of recovery' method are generally between twenty-five (25) and thirty (30) percent of the fund." *Kirkpatrick v. Cardinal Innovations Healthcare Sols.*, 352 F. Supp. 3d 499, 505 (M.D.N.C. 2018) (quoting *Boyd v. Coventry Health Care Inc.*, 299 F.R.D. 451, 464 (D. Md. 2014)). A "33.39 percent award is within the range of percentages that have been approved in other cases in this circuit." *Id.* (citing *Boyd*, 299 F.R.D. at 465).

34. The hours Class Counsel worked at the rates set forth in the GAH Supplemental Declaration yields a total claimed lodestar, inclusive of expenses, calculated at $1,050,855.36 (or a combined total of 2,308.05 hours for a claimed lodestar of $972,341.14 and a total of $78,514.22 in costs). DE 153, ¶¶ 11, 13. The lodestar multiplier, calculated as $2,420,000.00 (33% of settlement fund) divided by $972,341.14, equals 2.49, which the court finds reasonable. *See Feinberg v. T. Rowe Price Grp., Inc.*, 610 F. Supp. 3d 758, 773 (D. Md. 2022) ("Courts in this Circuit routinely

approve lodestar multipliers that are much higher" than negative multipliers) (citing *Jones*, 601 F. Supp. 2d at 766 ("Courts have generally held that lodestar multipliers falling between 2 and 4.5 demonstrate a reasonable attorneys' fee.")). In light of the fact that Class Counsel will likely perform additional work after the fairness hearing, Class Counsel's request is reasonable and will decrease the lodestar multiplier. *See In re Montgomery Cty.*, 83 F.R.D. 305, 323 (D. Md. 1979).

35. The attorneys' fees and the amount in reimbursement of costs and expenses shall be paid from the Maximum Gross Settlement Fund in accordance with the Settlement Agreement.

36. By Order dated June 20, 2025, the court preliminarily granted Plaintiffs' Unopposed Motion for Approval of Service Awards to Named Plaintiffs Jacinto Gomez Ovando and Maria del Carmen Peralta Baeza in the amount of $15,000 each (DE 145), in recognition of their support and significant efforts in furtherance of the litigation and settlement, as well as the broader general releases of claims they agreed to under the settlement. As stated at the hearing, the court finally approves these awards.

SETTLEMENT ADMINISTRATOR

37. Consistent with the court's prior order appointing CPT Group as Settlement Administrator (DE 144), CPT Group shall determine the total amount of its services and expenses in connection with the administration of the settlement in this action prior to the distribution of any amounts from the Net Settlement Amount it established in connection with this Settlement.

38. Within seven (7) business days after the Effective Date of the Settlement Agreement, Defendants shall remit to CPT Group the amounts allocated by the Settlement Agreement as approved by the court for Service Awards, Plaintiffs' or Class Counsel's Fees and Expenses, Costs of Administrations, and Individual Settlement Payments for the identified Claimants. Defendants need only deposit the portion of the Net Settlement Amount associated with the Individual Settlement Payments for Claimants, and Defendants shall retain and need not deposit the portion

of the Net Settlement Amount allotted to Eligible Settlement Members who have not become Claimants. Such funds shall be deposited in the Settlement Fund established by CPT Group.

39. Ten (10) business days after the Effective Date, CPT Group will issue the Service Awards in the amounts of $15,000.00 each to the Named Plaintiffs, and attorneys' fees and expenses in the amount of $2,420,000.00 to the Plaintiffs or Class Counsel.

40. Twenty-one (21) days after the Effective Date, or as soon as practicable, CPT Group will issue payment of the Individual Settlement Amounts to Claimants, along with a letter approved by Plaintiffs' or Class Counsel and Defense Counsel explaining that the Settlement has received final approval and the claims by the recipient have been released. The checks remitting these payments shall include language, to be agreed upon by Plaintiffs' or Class Counsel and Defense Counsel, below the line for the recipient to endorse the check acknowledging the Released Claims and acknowledging their release of the Released FLSA Claims.

DISMISSAL WITH PREJUDICE AND RELEASE

41. This litigation and the Released Claims (as defined in the Settlement Agreement) are **DISMISSED ON THE MERITS AND WITH PREJUDICE,** and, as set forth below, the Named Plaintiffs, Claimants, and all Rule 23 Settlement Class Members who did not timely exclude themselves from the settlement shall be permanently enjoined from pursuing and/or seeking to prosecute and/or reopen against Defendants and the Released Parties any of the claims they have respectively released as part of this settlement, as set forth in Article VI of the Settlement Agreement. The release of claims, and all provisions related thereto, set forth in the Settlement Agreement, particularly in Section VI, are approved by the court and fully incorporated in this Order.

42. Pursuant to the Settlement Agreement, the Named Plaintiffs, Claimants, and all Rule 23 Settlement Class Members who did not timely request exclusion are enjoined from

commencing or prosecuting (either directly, representatively, or in any other capacity) against Defendants or any of the Released Parties in any action, arbitration, or proceeding in any court, arbitration forum, or tribunal asserting any of the claims released in Section VI of the Settlement Agreement. DE 136-1, § VI.

43. The court retains jurisdiction over this action, the claims alleged, the parties in this action, and the implementation, enforcement, and administration of the Settlement Agreement, including, among other things, the distribution of settlement funds. The parties shall abide by all terms of the Settlement Agreement, which are incorporated herein, and this Order.

SO ORDERED this 4th day of December, 2025.

Richard E Myers II

RICHARD E. MYERS II
CHIEF UNITED STATES DISTRICT JUDGE