

**UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

**VICTOR FUENTES, individually and
on behalf of all others similarly
situated,**

PLAINTIFF,

v.

**JIFFY LUBE INTERNATIONAL,
INC.,**

DEFENDANT.

CIVIL ACTION NO. 2:18-CV-05174-AB

**PLAINTIFF'S MOTION FOR
FINAL APPROVAL OF SETTLEMENT AND AWARD
OF ATTORNEY'S FEES, EXPENSES, AND SERVICE
AWARD**

Plaintiff Victor Fuentes (“Plaintiff”), on behalf of himself and others similarly situated, moves for final approval of the Settlement he has reached with Defendant Jiffy Lube International, Inc. (“Jiffy Lube”) and for an award of attorney’s fees, expenses, and a service award to Plaintiff, because:

1. The proposed Settlement establishes a two-million-dollar (\$2,000,000) all cash Settlement Fund with no reversion and no claims process. The \$2 million gross settlement amount represents approximately 90% of the estimated damages of the Settlement Class, which is an excellent recovery considering the size of the Settlement Class, the nature of Plaintiff’s claims, potentially recoverable damages, and the risks and time required to prosecute this litigation through class certification, trial, and appeals.

2. This Settlement is fair, reasonable, and adequate, and meets the applicable standards for final approval under Federal Rule of Civil Procedure 23(e).

3. The plan of allocation is fair and reasonable because it provides Settlement Class Members their pro rata share of net settlement proceeds based on their estimated earnings during the Settlement Class Period using the best available data.

4. The Notice will be implemented in accordance with the Court-approved notice plan and comports with due process.

5. The requested attorney’s fees, 25% of the Settlement Fund, are fair and reasonable under the *Gunter* factors. The requests for reimbursement of \$320,465 in litigation expenses and payment of \$68,132 for settlement administration expenses are reasonable.

6. The \$5,000 service award for Victor Fuentes is reasonable and appropriate.

7. Accordingly, Plaintiff respectfully requests that the Court: (1) grant final approval of the Settlement, (2) approve the requested attorney's fees, unreimbursed expenses, and settlement administration payment, and (3) approve the service award to class representative Victor Fuentes.

Dated: January 29, 2024

/s/ Joshua J. Bloomfield

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Respectfully Submitted,

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ATTORNEYS FOR PLAINTIFF AND PROPOSED CLASS

CERTIFICATE OF UNCONTESTED MOTION

Pursuant to Local Rule 7.1(b), the undersigned hereby certifies that the foregoing Motion for Final Approval is uncontested by defendant Jiffy Lube International, Inc.

/s/ Joshua J. Bloomfield

CERTIFICATE OF SERVICE

I hereby certify that on January 29, 2024, I electronically filed the foregoing with the Clerk of Court using the CM/ECF system which will automatically send notification to all attorneys of record.

/s/ Joshua J. Bloomfield