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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO

TIFFANY ROBINSON, on behalf of the State of
California and other aggrieved persons,

Plaintiff,

vs.

WILLIS TOWERS WATSON US LLC, a
Limited Liability Company; and DOES 1
through 10, inclusive,

Defendants.

Case No.: 37-2021-00036978-CU-OE-CTL
*[Assigned for All Purposes to the Honorable
Loren G. Freestone, Dept. C-64]*

**PLAINTIFF'S NOTICE OF MOTION
AND MOTION FOR FINAL APPROVAL
OF CLASS ACTION AND PAGA
SETTLEMENT; MEMORANDUM OF
POINTS AND AUTHORITIES**

Final Approval Hearing:

Date: December 11, 2026

Time: 10:30 a.m.

Dept.: C-64

Complaint filed: August 27, 2021
FAC filed: September 19, 2023
Trial date: Not set

1 **TO ALL INTERESTED PARTIES AND THEIR ATTORNEYS OF RECORD:**

2 **PLEASE TAKE NOTICE** that on September 24, 2026, at 10:30 a.m., or as soon
3 thereafter as the matter may be heard in Department C-64 of the Superior Court of California,
4 County of San Diego, located at 330 W. Broadway, San Diego, California 92101, Plaintiff
5 Tiffany Robinson ("Plaintiff") will and hereby does move this Court for an Order:

- 6 1. Granting final approval of the proposed Settlement Agreement;
7 2. Awarding Class Counsel attorneys' fees in the amount of \$141,666.67 and
8 reimbursement of litigation costs in the amount of \$11,988.86;
9 3. Awarding Plaintiff a Class Representative Service Payment in the amount of
10 \$10,000.00;
11 4. Awarding \$9,250.00 to CPT Group, Inc. ("CPT") for its settlement administration
12 expenses; and
13 5. Approving allocation of \$40,000.00 as civil penalties under the Labor Code
14 Private Attorneys General Act of 2004 ("PAGA"), 75% of which (\$30,000.00)
15 will be paid to the California Labor and Workforce Development Agency, and
16 25% of which (\$10,000.00) will be distributed to Aggrieved Employees based on
17 the number of pay periods worked during the PAGA Period.

18 This Motion is based on this Notice of Motion, Memorandum of Points and Authorities,
19 the Declaration of Benjamin H. Haber, the Declaration of Tiffany Robinson, the Declaration of
20 Kaylie O'Connor and on all records and documents on file, together with such oral and
21 documentary evidence that may be presented at the hearing on this matter.

22
23 Dated: September 28, 2026

WILSHIRE LAW FIRM, PLC

24
25 By: 

26 Benjamin H. Haber
27 Daniel J. Kramer
28 Chase M. Stern
Giancarlo Recinos
Attorneys for Plaintiff

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1 **I. INTRODUCTION**

2 Plaintiff Tiffany Robinson (“Plaintiff”) seeks final approval of a non-reversionary Gross
3 Settlement Amount of \$425,000.00. The Settlement Agreement (“Settlement”) provides that the
4 deductions will be made from the Gross Settlement Amount as follows:

- 5 1. Attorneys’ fees up to 33 1/3% of the Gross Settlement Amount;
- 6 2. Litigation costs up to \$20,000.00;
- 7 3. A Class Representative Service Payment up to \$10,000.00;
- 8 4. Settlement administration expenses up to \$9,250.00; and
- 9 5. Civil penalties in the amount of \$40,000.00 for claims under the Labor Code
10 Private Attorneys General Act of 2004 (“PAGA”), 75% of which (\$30,000.00) will be paid to
11 the California Labor and Workforce Development Agency (“LWDA), and 25% of which
12 (\$10,000.00) will be distributed to Aggrieved Employees based on the number of pay periods
13 worked during the PAGA Period. *See* Settlement §§ 1.34, 3.2.5, 3.2.5.1; *see also* Declaration of
14 Kaylie O’Connor (“O’Connor Decl.”) at ¶ 14.

15 After all deductions are made, the Net Settlement Amount will be distributed to 200
16 Class Members as of the filing of this Motion for Final Approval of Class Action and PAGA
17 Settlement (the “Motion”) (“Participating Class Members” or “Settlement Class Member”)
18 based on the number of weeks worked during the Class Period. O’Connor Decl. at ¶ 15.

19 The proposed Settlement is a product of diligent efforts, litigation, arm’s length
20 negotiations, and informal discovery that resulted in the best possible outcome for the Class. By
21 resolving this matter now, Class Members will receive a guaranteed recovery without risk of
22 nonpayment, delay, or an adverse judgment at trial.

23 As of the filing of this Motion, there have been no objections to the Settlement and no
24 requests for exclusion. O’Connor Decl. at ¶¶ 10-11. Participating Class Members will receive
25 an estimated average Individual Class Payment of \$1,060.47, with the highest estimated average
26 Individual Class Payment being \$2,627.36. O’Connor Decl. at ¶ 15. Aggrieved Employees will
27 receive an estimated average Individual PAGA Payment of \$60.24, with the highest estimated
28 average Individual PAGA Payment being \$110.48. O’Connor Decl. at ¶ 16. In light of the

1 favorable response from the Class, and the facts and law set forth below as well as in the motion
2 for preliminary approval, Plaintiff respectfully requests that the Court now enter an Order: (1)
3 granting final approval of the Settlement; (2) entering final judgment; (3) requiring distribution
4 of individual settlement shares to participating Class Members; and (4) approving payments for
5 Class Counsel Fees, Class Counsel Expenses, the Class Representative Service Payment, the
6 Settlement Administrator's costs, and civil penalties under PAGA.

7 **II. THE SETTLEMENT MERITS FINAL APPROVAL**

8 In deciding whether to grant final approval of a class action settlement, California courts
9 consider whether the settlement is "fair, adequate, and reasonable." *Dunk v. Ford Motor Co.*,
10 48 Cal.App.4th 1794, 1801 (1996). In evaluating whether a settlement is fair, adequate, and
11 reasonable, courts evaluate the following factors: (1) the strength of the plaintiff's case; (2) the
12 risk, expense, complexity and duration of further litigation; (3) the risk of maintaining class
13 action status through trial; (4) the amount offered in settlement; (5) the extent of discovery
14 completed and the stage of the proceedings; (6) the experience and views of counsel; (7) the
15 presence of a governmental participant; and (8) the reaction of class members to the proposed
16 settlement. *Id.*

17 **A. A Presumption of Fairness Exists**

18 While the burden is on the proponent to demonstrate that a proposed settlement is fair,
19 adequate, and reasonable, "a presumption of fairness exists where: (1) the settlement is reached
20 through arm's length bargaining; (2) investigation is sufficient to allow counsel and the court
21 to act intelligently; (3) counsel is experienced in similar litigation; and (4) the percentage of
22 objectors is small." *Id.* at 1802.

23 At preliminary approval, Plaintiff presented evidence that this Settlement is entitled to a
24 presumption of fairness because: (1) it was reached through arm's length bargaining with the
25 assistance of an experienced mediator; (2) Plaintiff conducted a thorough investigation through
26 informal discovery and an analysis of Class Members' time data and payroll records and policy
27 documents pertaining to Plaintiff's claims; and (3) Class Counsel is experienced in similar
28 litigation. *See* Declaration of Benjamin H. Haber in Support of Motion for Preliminary Approval

1 of Class Action and PAGA Settlement (“Haber MPA Decl.”) filed August 27, 2025, at ¶¶ 5-6,
2 7, 41-47. As of the filing of this Motion, no Class Members have opted out, and none have
3 objected. *See* O’Connor Decl. at ¶¶ 10-11. Therefore, the Court can confidently conclude that a
4 presumption of fairness exists.

5 **B. The Strength of Plaintiff’s Claims, and the Risks, Expense, Complexity, and**
6 **Likely Duration of Further Litigation as a Class Action Through Trial**

7 Courts are not required to ensure that a settlement maximizes the value of released claims
8 with mathematical precision. “[T]he test is not the maximum amount plaintiffs might have
9 obtained at trial on the complaint, but rather whether the settlement is reasonable under all of
10 the circumstances.” *Wershba v. Apple Computer, Inc.* 91 Cal.App.4th 224, 250 (2001),
11 disapproved of on other grounds by *Hernandez v. Restoration Hardware, Inc.*, 4 Cal.5th 260,
12 269-270 (2018); *see also 7-Eleven Owners for Fair Franchising v. Southland Corp.*, 85
13 Cal.App.4th 1135, 1150 (2000) (“the merits of the underlying class claims are not a basis for
14 upsetting the settlement of a class action; the operative word is ‘settlement.’”). The relevant
15 circumstances include the strengths and weaknesses of plaintiffs’ claims and the risks they faced
16 in litigation. *7-Eleven*, 85 Cal.App.4th at 1146.

17 Here, Plaintiff presented sufficient information at preliminary approval regarding the
18 number of Class Members and an estimate of the maximum value of each of the claims alleged.
19 *See* Haber MPA Decl. at ¶¶ 17-23. Plaintiff has also described in detail the risks the Class faced
20 in litigation and the strengths and weaknesses of each of the claims. *See id.* Defendant denied
21 Plaintiff’s allegations, and Plaintiff noted potential difficulties in obtaining class certification
22 and succeeding on the merits at trial. *See id.* The factual record here is sufficiently developed
23 to allow the Court to independently satisfy itself “that the consideration being received for the
24 release of the class members’ claims is reasonable in light of the strengths and weaknesses of
25 the claims and the risks of the particular litigation.” *Munoz v. BCI Coca-Cola Bottling Co. of*
26 *Los Angeles*, 186 Cal.App.4th 399, 410 (2010).

27 **C. The Amount Offered in Settlement**

28 The Settlement provides for a \$425,000.00 Gross Settlement Amount (“GSA”) to be

distributed among the 200 Class Members who did not opt out as of the date of this filing. O'Connor Decl. at ¶¶ 14-15. The GSA will be used to pay Class Counsel's attorneys' fees and litigation costs, Plaintiff's Class Representative Service Payment, and the fees and expenses of CPT Group, Inc. ("CPT") for its administration of the Class Notice and settlement funds. *Id.* at ¶ 14. The Settlement also allocates \$40,000.00 from the GSA to civil penalties under PAGA. *See* Settlement Agreement at §§ 1.34, 3.2.5; *see also* O'Connor Decl. at ¶ 14. After all deductions are made, the Net Settlement Amount available to Participating Class Members for their Individual Class Payments is estimated to be \$212,094.47, which will be distributed to Participating Class Members according to the number of Workweeks they worked for Defendant Willis Towers Watson US LLC ("Defendant") during the Class Period. *See* O'Connor Decl. at ¶ 15; Settlement Agreement at § 3.2.4.

The Settlement Administrator has calculated a total of 17,921 Workweeks in the Class Period. O'Connor Decl. at ¶ 15. As a result, the estimated average Individual Class Payment for Participating Class Members is \$1,060.47, and the highest the estimated average Individual Class Payment for Participating Class Members is \$2,627.36. *Id.* at ¶ 15. Weighing the potential value of the class claims against the risk and expense of trial, the Settlement provides substantial relief in light of the potential risks associated with seeking a class judgment.

D. The Extent of Discovery Completed and the Stage of the Proceedings

Class Counsel sufficiently investigated the alleged claims, applicable law, and potential defenses. *See* Haber MPA Decl. at ¶¶ 5-6. Specifically, Class Counsel assessed the value of the claims using data and documents provided by Defendant in informal discovery, which included policy documents and timekeeping and payroll records. *Id.* Following a complete analysis of this information, the Parties attended mediation on March 28, 2023, with an experienced mediator. *Id.* at ¶ 7. The Parties negotiated the terms of the Settlement and finalized the terms of the Settlement on October 14, 2024. *Id.* at ¶ 8.

E. The Experience and Views of Counsel

Plaintiff is represented by Wilshire Law Firm, PLC. Declaration of Benjamin H. Haber in Support of Motion for Final Approval of Class Action and PAGA Settlement ("Haber MFA

Decl.”) at ¶ 3. Class Counsel prosecutes wage and hour cases, including class and representative actions. *Id.* at ¶¶ 4, 5. Class Counsel has litigated many wage and hour cases and has successfully resolved cases involving similar issues presented in this matter. *Id.* at ¶¶ 4-13. Class Counsel has negotiated a settlement here that they believe is fair, reasonable, and adequate based on Class Counsel’s prior experience litigating these types of cases. *Id.* at ¶ 21.

F. The Presence of a Government Participant

The LWDA has received the required notice of this Settlement. On March 1, 2021, Plaintiff provided notice to the LWDA of the specific provisions of the Labor Code alleged to have been violated, including the facts and theories in support. Haber MPA Decl. at ¶ 4. The Settlement provides for the payment of \$40,000.00 in civil penalties, 75% of which (\$30,000.00) will be paid to the LWDA, and 25% of which (\$10,000.00) will be paid to Aggrieved Employees based on the number of pay periods worked during the PAGA Period. *See* O’Connor Decl. at ¶ 16; *see also* Settlement Agreement at §§ 1.34, 3.2.5, 3.2.5.1. Plaintiff submitted a copy of the Settlement Agreement to the LWDA on November 16, 2025. Haber MPA Decl. at ¶ 9. The LWDA has not responded to or objected to the Settlement. Haber MFA Decl. at ¶ 22.

G. The Reaction of Class Members to the Proposed Settlement

Class Members’ reaction to the Settlement has been favorable. A court may properly infer that a class action settlement is fair, reasonable, and adequate when few class members object to or opt out of it. *Lealo v. Beneficial California, Inc.*, 82 Cal.App.4th 19, 51 (2000).

When the Court granted preliminary approval, it also approved the method of providing notice to Class Members. Following a search of the National Change of Address database, CPT mailed the Class Notice to all Class Members on June 4, 2026. O’Connor Decl. at ¶ 7. The Class Notice informed Class Members of the terms of the Settlement, the amount of their individual settlements and how those amounts were calculated, their right to either participate in the Settlement, opt out of it, object to it, or dispute the amount of their individual settlement payment, the procedures and deadlines to submit an opt out, objection, or dispute, and the date, time, and place of the hearing on Plaintiff’s Motion for Final Approval and instructions to be heard at the hearing. *Id.* at Exhibit A. In response to the Class Notice, CPT has received no

1 requests for exclusion from Class Members, no objections from any Class Members, and no
2 disputes from Class Members, as of the date of the filing of this Motion. *Id.* at ¶¶ 10-11. Class
3 Members’ favorable response to the Settlement further supports final approval.

4 **III. THE REQUESTED FEE AWARD IS REASONABLE AND SHOULD BE**
5 **APPROVED**

6 There are two (2) primary methods of determining a reasonable attorney fee in the
7 context of class action litigation. *Laffitte v. Robert Half Int’l, Inc.*, 1 Cal.5th 480, 489 (2016).
8 The percentage-of-recovery method calculates the fee as a percentage of a common fund
9 recovered on behalf of the class. *Id.* The lodestar method calculates the fee by multiplying the
10 number of hours reasonably expended by counsel by a reasonable hourly rate, which amount
11 then may be adjusted based on other factors. *Id.* In *Laffitte*, the California Supreme Court held
12 that trial courts have the discretion to choose between the two (2) calculation methods. *Id.* at
13 504. Trial courts also have the discretion to blend the two (2) fee calculation methods, using
14 one method to “cross-check” the reasonableness of the other’s result, but a cross-check is not
15 required. *Id.* at 506.

16 **A. The Requested Fee Award is Fair and Reasonable Based on the Percentage-**
17 **of-Recovery Method**

18 The ultimate purpose of the percentage-of-recovery method is to “spread the attorney fee
19 among all the beneficiaries of the fund.” *Id.* at 503. The California Supreme Court recognized
20 that the percentage-of-recovery method has many advantages, “including relative ease of
21 calculation, alignment of incentives between counsel and the class, a better approximation of
22 market conditions in a contingency case, and the encouragement it provides counsel to seek an
23 early settlement and avoid unnecessarily prolonging the litigation [citation] . . .” *Id.*

24 The requested fee award of 33 1/3% of the GSA is consistent with the average fee award
25 in class actions. *See, e.g., Roos v. Honeywell Int’l, Inc.*, 241 Cal.App.4th 1472 (2015) (fee award
26 of 37.5% was not an abuse of discretion), disapproved of on other grounds by *Hernandez v.*
27 *Restoration Hardware, Inc.*, 4 Cal.5th 260, 287 (2018); *Wren v. RGIS Inventory Specialists*, No.
28 C-06-05778 JCS, 2011 WL 1230826, at *29 (N.D. Cal. Apr. 1, 2011) (approving fee award of

42%); *Singer v. Becton Dickinson and Co.*, No. 08-CV-821-IEG, 2010 WL 2196104, at *8 (S.D. Cal. June 1, 2010) (approving fee award of one-third and noting that the typical fees awarded in wage and hour class action cases ranges from 33.33% to 40%). Therefore, the percentage-of-recovery method should be utilized to approve the requested fee.

B. A Lodestar Cross-Check Confirms the Reasonableness of the Requested Fee

Although *Laffitte* makes clear that a lodestar cross-check is not required, Class Counsel’s lodestar supports the reasonableness of the requested fee. The lodestar is determined by multiplying the number of hours reasonably expended by the reasonable hourly rate. *PLCM Group, Inc. v. Drexler*, 22 Cal.4th 1084, 1095 (2000). The lodestar figure may then be adjusted, based on consideration of factors specific to the case, in order to fix the fee at the fair market value for the legal services provided.” *Id.* The factors that can be considered include “the nature of the litigation, its difficulty, the amount involved, the skill required in its handling, the skill employed, the attention given, the success or failure, and other circumstances in the case.” *Melnyk v. Robledo*, 64 Cal.App.3d 618, 623-624 (1976) (citations omitted). Additionally, Courts utilize “multipliers” to account for the risk of taking on cases where there is no guarantee of recovery, uncertainties as to the amount that will be recovered, uncertainty as to the cost of litigating the case (both in effort and expenses), and uncertainty about how much time will pass before the recovery is obtained. *Ketchum v. Moses*, 24 Cal.4th 1122, 1132-33 (2001); *see also Serrano v. Priest*, 20 Cal. 3d 25, 48-49 (1977) (approving the adjustment of the lodestar figure based on factors specific to the case to ensure fair market value for legal services provided on a contingency basis). Application of that rule is particularly appropriate where the case is brought to redress important rights of vulnerable persons. *Ketchum*, 24 Cal.4th at 1133.

Generally, “[m]ultipliers can range from 2 to 4 or even higher.” *Wershba v. Apple Computers, Inc.*, 91 Cal.App.4th at p. 255 (2001); *see also Sutter Health Uninsured Pricing Cases*, 171 Cal. App. 4th 495, 512 (2009) (applying a 2.52 multiplier on a cross-check in an antitrust class action); *Chavez v. Netflix, Inc.*, 162 Cal. App. 4th 43, 60 (2008) (applying a 2.5 multiplier on a lodestar cross-check); *Vizcaino v. Microsoft Corp.*, 290 F.3d 1043, 1051 n.6 (9th Cir. 2002) (“most” common fund cases apply a multiplier of 1.0-4.0); *Laffitte v. Robert Half*

1 *Int'l*, 231 Cal. App. 4th 860, 881-82 (2004) (affirming a 2.13 multiplier after finding that “2 to
2 4” is a reasonable range for multipliers on a cross-check).

3 The total hours expended on this action by Class Counsel were reasonable and in line
4 with comparable cases. While it is not necessary to substantiate the fee award with a lodestar in
5 this Action, it should be noted that Class Counsel spent approximately 141.6 hours prosecuting
6 this action, which were divided among the attorneys working on this case according to skill
7 level. Haber MFA Decl. at ¶¶ 18-19. Multiplying the total hours expended by Class Counsel by
8 their reasonable hourly rates yields a lodestar of \$131,710.00. *Id.* at ¶ 18. This amount results
9 in a modest 1.08 multiplier. *Id.* at ¶ 19. This amount does not include the time Class Counsel
10 will spend at the Final Approval Hearing and assisting the Settlement Administrator following
11 final approval. *Id.* Class Counsel dedicated significant resources to this case by dividing the
12 tasks required according to skill level. *Id.* The hours expended by each attorney were not
13 duplicative and reflect the extensive investigation and analysis that was required to achieve this
14 Settlement. This time could have been spent on other potentially lucrative cases. *Id.* Class
15 Counsel’s lodestar reflects the efficiencies achieved by attorneys experienced in this field. *Id.*
16 Moreover, Class Counsel has singularly assumed the risk and costs of litigation purely on a
17 contingency basis. *Id.* And, while Plaintiff is confident in the merits of her claims, a legitimate
18 controversy exists as to each cause of action, posing an actual risk that Plaintiff may not succeed
19 at class certification and/or trial. *Id.* Any of these obstacles could have prevented recovery
20 completely, meaning Class Counsel would have been left with no compensation for all the time
21 and money invested in litigating this case. *Id.* Despite these risks, Class Counsel took this case
22 on a contingency basis so that Class Members (a particularly vulnerable group of hourly paid
23 workers) could be compensated for their unpaid wages. *Id.* Consequently, Class Counsel was
24 precluded from focusing on, or taking on, other cases which could have resulted in a larger, and
25 less risky, monetary gain. *Id.*

26 **C. Class Counsel’s Rates Are Similar to Those Approved by California Courts in**
27 **Comparable Cases.**

28 Class Counsel’s hourly rates are comparable to those charged by other class action

plaintiffs' counsel and the firms defending class actions. Haber MFA Decl. at ¶ 14. Class Counsel's rates are well within the range of hourly rates that the Los Angeles legal marketplace would compensate counsel for similar services accomplishing similar results. *Id.* For example, in *Bronshteyn v. State of California*, Los Angeles County Superior Ct. No. 19SMCV00057, Order Granting Plaintiff's Motion for Statutory Attorneys' Fees and Costs filed March 30, 2023, an employment action brought by two small law firms (Levy, Vinick, Burrell & Hyams LLP and Law Offices of Wendy Musell), the court found that counsel's 2022 hourly rates of \$1,100 and \$1,000 per hour were reasonable for the plaintiff's five senior attorneys, including \$1,000 per hour for the plaintiff's 23-year lead counsel and \$850 per hour for a senior associate. *Id.* These rates were then augmented by a 1.75 lodestar multiplier and affirmed by the California Court of Appeals. *Id.* The rates (and multiplier) requested here are well in line with those found reasonable in *Bronshteyn*. In *Tran v. Golden State FC LLC, et al.* (LASC Case No. BC699931), Fee Order filed 4/8/2022, the court found hourly rates of \$1,300 per hour reasonable for plaintiff's 32-year attorney and \$1,000 per hour reasonable for a 14-year attorney. *Id.* The multiplier here is even more compelling given Class Counsel represents approximately 200 Class Members. *Id.*

Likewise, Class Counsel's hourly rates are reasonable when compared to rates charged within the relevant legal marketplace. Haber MFA Decl. ¶¶ 15-16, **Exhibits 1, 2**. In light of the foregoing, and considered against the risks of continued litigation, and the importance of advocating for employment rights and a speedy recovery, the relief provided under the Settlement represents a very strong result for the Class Members and Aggrieved Employees. Class Counsel's fee request is fair and reasonable and should be approved. Accordingly, Class Counsel respectfully requests the Court approve their \$141,666.67 fee request.

IV. THE REQUESTED LITIGATION EXPENSES PAYMENT IS REASONABLE AND SHOULD BE APPROVED

The Settlement permits Class Counsel to seek reimbursement of litigation costs in an amount up to \$20,000.00, the actual costs incurred are \$11,688.86. Haber MFA Decl. at ¶ 20, **Exhibit 2**. Additionally, Class Counsel anticipates incurring \$300.00 in future costs for filing fees and service fees for a total of \$11,988.86 in costs. *Id.* Since Class Counsel's costs do not

1 meet the maximum of \$20,000.00, the remaining \$8,011.14 will revert to the Net Settlement
2 Amount. *Id.* These costs were reasonable and necessary to prosecute this case and obtain the
3 results achieved. *Id.*

4 **V. THE REQUESTED CLASS REPRESENTATIVE SERVICE PAYMENT IS**
5 **REASONABLE AND SHOULD BE APPROVED**

6 Plaintiff also requests that she be awarded a Class Representative Service payment of
7 \$10,000.00 for her role in obtaining the Settlement. In evaluating a service payment, the Court
8 may consider: “(1) the risk, both financial and otherwise, the class representative faced in
9 bringing the suit; (2) the notoriety and personal difficulties encountered by the class
10 representative; (3) the amount of time and effort spent by the class representative; (4) the
11 duration of the litigation; and (5) the personal benefit received by the class representative as a
12 result of the litigation.” *Golba v. Dick’s Sporting Goods, Inc.*, 238 Cal.App.4th 1251, 1272
13 (2015); *Clark v. American Residential Services, LLC*, 175 Cal.App.4th 785, 804 (2009).

14 Here, Plaintiff provided a declaration in support of Plaintiff’s Motion for Final Approval
15 of Class Action and PAGA Settlement detailing the risk she faced in bringing the suit, the
16 notoriety and personal difficulties she encountered, the amount of time and effort she spent on
17 this litigation, the duration of this litigation, and the personal benefit she will receive as a result
18 of the litigation. *See generally* Declaration of Plaintiff Tiffany Robinson in Support of
19 Plaintiff’s Motion for Final Approval of Class Action and PAGA Settlement filed concurrently
20 herewith. Plaintiff should be adequately compensated for her role in obtaining in this
21 Settlement.

22 Additionally, no Class Members objected to the amount of additional compensation
23 sought by Plaintiff. As such, the award is reasonable in light of the substantial benefits Plaintiff
24 conferred upon the settlement class.

25 **VI. THE SETTLEMENT ADMINISTRATION COSTS ARE REASONABLE AND**
26 **SHOULD BE APPROVED**

27 The Parties agreed to hire CPT as the Settlement Administrator in this case and the Court
28 approved this choice at preliminary approval. The Settlement Administrator was responsible for

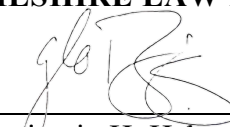
(a) preparing, printing and mailing the Court Approved Notice of Class Action Settlement and Hearing Date for Final Court Approval (“Notice”) in English and Spanish; (b) processing undeliverable mail and locating updated addresses for Class Members; (c) establishing and maintaining a toll-free case telephone number and email address to receive Class Member inquiries; (d) establishing and maintaining an internet website to post important case information; (e) processing Class Members’ inquiries about the Class Notice, and Disputes, Requests for Exclusion, and Objections; (f) providing Class Counsel and Counsel for Defendants a declaration attesting to the completion of the notice process, in addition to weekly updates during the response period; (g) calculating and mailing Individual Settlement Payment checks to Participating Class Members as well as completing any associated tax withholding and reporting to the State and Federal tax authorities; (h) preparing W-2 and 1099 Forms for each Class Member’s Individual Settlement Payment; and (i) other such duties set forth in the Settlement Agreement, subject to the Court’s approval. O’Connor Decl. at ¶ 3. The requested amount of \$9,250.00 for services rendered and to be rendered is therefore fair and reasonable.

VII. CONCLUSION

Based on the foregoing, Class Counsel respectfully requests that the Court grant final approval of the Class Action and PAGA Settlement, approve Class Counsel’s attorneys’ fees in the amount of \$141,666.67 and reimbursement of litigation costs in the amount of \$11,988.86, the Class Representative Service Payment in the amount of \$10,000.00, civil penalties under PAGA in the amount of \$40,000.00, and settlement administration costs for CPT in the amount of \$9,250.00.

Dated: September 28, 2026

WILSHIRE LAW FIRM, PLC

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