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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF RIVERSIDE

VANESSA R. TORRES, on behalf of herself
and all others similarly situated,

Plaintiffs,

v.

EMPOWER SOLAR, INC., a California
Corporation; and DOES 1-50, inclusive.

Defendants.

CASE NO.: CVRI2201894

Assigned to the Hon. Harold W. Hopp

**PLAINTIFFS' NOTICE OF MOTION AND
MOTION FOR FINAL APPROVAL OF
CLASS ACTION SETTLEMENT**

HEARING INFO

Date: October 22, 2026

Time: 8:30 a.m.

Dept.: 1

TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE that on October 22, 2026, at 8:30 a.m., or as soon thereafter as the matter may be heard, in Department 1 of the Riverside County Superior Court, located at 4050 Main Street, Riverside, California 92501, before the Honorable Harold W. Hopp, Plaintiffs Vanessa R. Torres and Francisco Moreno (“Plaintiffs”), individually and on behalf of all others similarly situated, will and hereby do move the Court, pursuant to Code of Civil Procedure section 382, for entry of an Order granting final approval of the parties’ Class Action and PAGA Settlement Agreement (the “Settlement Agreement” or “Settlement”). The Court previously granted preliminary approval of the Settlement.

This Motion, which is supported and unopposed by Defendant Empower Solar, Inc. (“Defendant”), seeks final approval of a \$600,000 Settlement on behalf of the Settlement Class Members and entry of judgment.

Specifically, Plaintiffs will and hereby do move the Court to grant final approval of the Settlement Agreement and enter the Proposed Order and Final Judgment filed concurrently herewith:

1. Finally certifying the Settlement Class, as defined in the Settlement Agreement and the Court’s Order Granting Preliminary Approval of the Class Action Settlement;
2. Finally appointing Plaintiffs Vanessa R. Torres and Francisco Moreno as Class Representatives for purposes of settlement;
3. Finally appointing Joshua Falakassa of Falakassa Law, P.C. and Mehrdad Bokhour of Bokhour Law Group, P.C. as Class Counsel for purposes of settlement;
4. Finding that the Class Notice was properly provided to the Settlement Class in accordance with the Court’s Order Granting Preliminary Approval of Class Action Settlement;
5. Finally approving the Settlement as fair, adequate, and reasonable, based upon the terms set forth in the Settlement Agreement;
6. Binding Participating Class Members to the terms of the Settlement Agreement, including the Release specified therein; and
7. Retaining jurisdiction to enforce the Settlement Agreement.

8. Setting a Settlement Compliance Hearing and directing Class Counsel, at least 15 days before the hearing, to file a declaration from the Settlement Administrator addressing the status of settlement administration and distribution, including the amounts distributed, the number and value of checks cashed and remaining uncashed, and confirmation that all other payments required under the Settlement Agreement have been made

This Motion is based upon this notice, the accompanying memorandum of points and authorities, the concurrently filed Declarations of Mehrdad Bokhour and Joshua Falakassa in Support of Plaintiffs' Motion for Final Approval of Class Action Settlement, the concurrently filed Declaration of Nathalie Beltran of ILYM Group, Inc., the previously filed declarations of Plaintiffs Vanessa R. Torres and Francisco Moreno in support of preliminary approval, the records and files in this Action, and any further evidence or argument that the Court may receive at or before the hearing.

Respectfully submitted,

Dated: September 30, 2026,

BOKHOUR LAW GROUP, P.C.
FALAKASSA LAW, P.C.

By:

Mehrdad Bokhour, Esq.
Joshua Falakassa, Esq.
Attorneys for Plaintiffs and the Settlement Class

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1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. INTRODUCTION**

3 This motion seeks final approval of a wage-and-hour class action settlement between
4 Plaintiffs Vanessa R. Torres and Francisco Moreno (“Plaintiffs”) and Defendant Empower Solar,
5 Inc. (“Defendant”) (collectively, the “Parties”) in the amount of \$600,000 (the “Gross Settlement
6 Amount”) to be distributed to 840 individuals who are or were employed by Defendant as non-
7 exempt hourly employees in California from May 11, 2018, through September 24, 2025 (the
8 “Settlement Class Members” or the “Settlement Class”).

9 Plaintiffs also represent a group of PAGA Employees on behalf of the State of California
10 as private attorneys general pursuant to the California Labor Code Private Attorneys General Act
11 of 2004 (“PAGA”). (Lab. Code, §§ 2698–2699.5.) The PAGA Employees include any non-
12 exempt hourly employee who works or worked for Defendant in California at any time from May
13 10, 2021, through September 24, 2025.

14 A true and correct copy of the Class Action and PAGA Settlement Agreement
15 (“Settlement Agreement”) is attached as **Exhibit B** to the concurrently filed Declaration of
16 Mehrdad Bokhour in Support of Plaintiffs’ Motion for Final Approval of Class Action Settlement
17 (“Bokhour Decl.”). The Settlement Agreement, in its entirety, is incorporated herein by reference.

18 The Court previously granted preliminary approval of the Settlement Agreement. Pursuant
19 to the Preliminary Approval Order, on July 20, 2026, ILYM Group, Inc. (the “Settlement
20 Administrator” or “ILYM”) mailed the Court-approved notice packet (the “Notice Packet”) to all
21 840 Settlement Class Members. The Notice Packet included the Notice of Settlement of Class
22 Action (the “Class Notice”), Request for Exclusion Form, and Objection Form in English and
23 Spanish. (Declaration of Nathalie Beltran of ILYM Group, Inc., in Support of Motion for Final
24 Approval of Class Action Settlement (“Beltran Decl.”), ¶¶ 3, 7.)

25 A copy of the Class Notice is attached to Beltran Decl. as **Exhibit A**.

26 **II. PERTINENT BACKGROUND AND SETTLEMENT TERMS**

27 The Settlement Class includes all current and former non-exempt, hourly employees of
28 Defendant who worked in California at any time from May 11, 2018, through September 24, 2025

(the “Class Period”). (Bokhour Decl., ¶ 26.)

Plaintiffs’ primary allegations were that Defendant (1) failed to pay all wages owed, (2) failed to provide compliant meal and rest periods or pay compensation in lieu thereof at the “regular rate of pay”, (3) failed to provide accurate itemized wage statements, (4) failed to provide timely pay upon separation of employment, (5) failed to reimburse business expenses, and (6) claims for civil penalties under the PAGA arising from the alleged Labor Code violations. (*Id.*)

The Settlement Class includes 840 individuals who performed work in a non-exempt position for Defendant in California at any time during the Class Period. The following is a breakdown reflecting how the funds are allocated under the Settlement Agreement (Beltran Decl., ¶¶ 5, 14–15):

	Total Amount
<i>Settlement Amount</i>	\$600,000
Attorneys’ Fees (1/3)	\$200,000
Litigation Costs	\$36,724
Settlement Administrator Costs	\$11,000
PAGA payment to LWDA	\$15,000
PAGA payment to PAGA Employees	\$5,000
Class Representative Service Payments	\$25,000
<i>Class Fund Before Employer-Side Payroll Taxes</i>	\$307,276

Settlement Class Members who did not opt out of the Settlement in a timely manner will be deemed to have participated in the Settlement and shall become Participating Class Members without having to submit a claim form or take any other action. Each Participating Class Member will receive a pro-rata share of the Net Settlement Amount according to the percentage of weeks he/she worked during the Class Period, after accounting for employer-side payroll taxes payable from the Gross Settlement Amount.

Assuming the Court approves the amounts requested, \$307,276 remains for class payments before employer-side payroll taxes, yielding an estimated average of \$365.80 for the 840 Participating Class Members before those taxes and applicable employee wage withholdings.

Twenty percent (20%) of each Individual Settlement Payment will be allocated as wages, subject to applicable tax withholdings, and eighty percent (80%) will be allocated as interest and penalties. The \$600,000 Gross Settlement Amount is inclusive of employer-side payroll taxes,

1 which the Settlement Administrator shall pay from that amount. Funding and distribution shall
2 comply with the Settlement Agreement. (Settlement Agreement, ¶¶ 81–82; Bokhour Decl., ¶ 25.)

3 The Settlement allocates \$20,000 to resolve the PAGA claims, with 75% (\$15,000)
4 payable to the LWDA and 25% (\$5,000) distributed to the 800 PAGA Employees as Individual
5 PAGA Payments pursuant to the allocation formula in the Settlement Agreement. (Former Lab.
6 Code, § 2699, subd. (i); Beltran Decl., ¶¶ 5, 16.) The Parties reached this allocation following
7 extensive investigation, review of payroll and timekeeping data, evaluation of potential exposure,
8 and arm’s-length negotiations before an experienced mediator.¹

9 The Parties also considered the substantial litigation risks associated with the PAGA
10 claims, including disputes regarding whether any Labor Code violations occurred, whether
11 penalties could be established on a representative basis, whether penalties should be reduced
12 under former Labor Code section 2699(e)(2), and whether Plaintiffs could establish entitlement
13 to recover penalties for all alleged violations. Defendant denies all liability and contends that its
14 policies and practices complied with California law at all relevant times.

15 Additionally, the Settlement provides meaningful direct relief to the affected employees
16 while preserving its non-reversionary nature. Accordingly, the requested PAGA allocation is fair,
17 adequate, and reasonable under former Labor Code section 2699(1)(2).

18 In light of this overwhelmingly positive reaction to the Settlement and its overall terms, it
19 is clear that the Settlement, which was the product of arm’s-length negotiations, is fair and
20 reasonable, and the parties therefore respectfully request that the Court grant final approval and
21 enter the proposed judgment as requested. (See *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th
22 1794, 1800–1802 [class action settlements should be approved if they are fair and reasonable, and
23 a low percentage of objectors and opt-outs is evidence of an agreement’s fairness].)

24
25
26 ¹ Because Plaintiffs’ PAGA claims were commenced before June 19, 2024, they are governed by the
27 version of the Private Attorneys General Act (“PAGA”) in effect before the amendments enacted by
28 Senate Bill 92 and Assembly Bill 2288 in 2024. Accordingly, unless otherwise indicated, references
herein to PAGA and Labor Code section 2699 are to the statutory provisions applicable to this action.

1 **III. THE NOTICE PROCESS**

2 **A. Notice to the Settlement Class Members**

3 Pursuant to the Court's Preliminary Approval Order and the Settlement Agreement, the
4 parties directed the Settlement Administrator to review and update the Settlement Class
5 Members' addresses, mail the Court-approved Class Notice to the Settlement Class Members,
6 and process their responses. (Beltran Decl. ¶¶ 3-7.) Before mailing the Class Notice, the
7 Settlement Administrator performed a National Change of Address search on all Settlement Class
8 Members to determine if any had moved. (Beltran Decl. ¶ 6.)

9 Of the 840 Notice Packets mailed, 128 were returned as undeliverable. ILYM performed
10 skip traces, obtained 126 updated addresses, and remailed Notice Packets to those Class Members.
11 For 2 Class Members, ILYM could not locate an updated address despite skip tracing. ILYM
12 received 1 workweek dispute, no objections, and no requests for exclusion. All 840 Settlement
13 Class Members therefore remain Participating Class Members, representing 100% participation.
14 (Beltran Decl., ¶¶ 8-14.)

15 In accordance with California Rules of Court, rules 3.766 (d) and 3.769 (f), the Class
16 Notice provided Settlement Class Members with (1) a brief explanation of the case; (2) an
17 explanation of each Settlement Class Member's right to opt out of the Settlement Class; (3) an
18 explanation of the process (and relevant deadlines) through which a Settlement Class Member
19 could opt out of the Settlement Class; (4) notice about the binding nature of the Judgment for
20 Settlement Class Members who do not opt-out; (5) an explanation of each Settlement Class
21 Member's right to appear through counsel; (6) an explanation of each Settlement Class Member's
22 right to appear at the fairness hearing and express views on the Settlement, *i.e.*, object or otherwise
23 respond; and (7) an explanation of each Settlement Class Member's right to participate in the
24 Settlement and receive payment accordingly. (Beltran Decl., ¶ 7 & Ex. A.)

25 **B. There are Zero Objections and Zero Requests for Exclusion**

26 California law makes clear that the percentage of objectors and opt-outs is an important
27 factor in the Court's consideration of a proposed class action settlement. (See *Dunk, supra*, 48
28 Cal.App.4th at 1802.) Indeed, the Ninth Circuit and other federal courts recognize that in the final

1 fairness analysis, the number or percentage of class members who object to the settlement is a
2 significant factor. (See *Mandujano v. Basic Vegetable Prods., Inc.* (9th Cir. 1976) 541 F.2d 672,
3 677; *In re American Bank Note Holographics, Inc.* (SDNY 2001) 127 F.Supp.2d 418, 425 [“[i]t
4 is well settled that the reaction of the class to the settlement is perhaps the most significant factor
5 to be weighed in considering its adequacy.”].)

6 Because ILYM received no requests for exclusion, all 840 Class Members are
7 Participating Class Members. Thus, the Settlement Class overwhelmingly viewed this as a fair
8 and reasonable Settlement.

9 **IV. EVALUATION OF THE SETTLEMENT**

10 **A. The Settlement Was Reached Through Informed Arms-Length Negotiation**

11 The record supports a finding that the Settlement was negotiated in good faith and at arm’s
12 length. (Bokhour Decl., ¶¶ 13, 27–28.) The proposed Settlement here was the product of arm’s-
13 length negotiations before a highly experienced and reputable California wage-and-hour class-
14 action mediator, Hon. Daniel Buckley (Ret.).

15 Here, Plaintiffs and Class Counsel have diligently investigated the claims raised in this
16 litigation and, after taking into account the disputed factual and legal issues involved in this
17 action, the risks attending further prosecution, and the benefits to be received pursuant to the
18 compromise and settlement of the Action as set forth in the Settlement, concluded that the
19 Settlement terms are fair, reasonable, and in the best interest of the Settlement Class.

20 As the Settlement Agreement itself reveals, there is no preferential treatment for any
21 segment of the Settlement Class, as the Settlement is designed to fairly and adequately
22 compensate all Settlement Class Members. Pursuant to California Rules of Court Rule 3.769(b),
23 the parties have disclosed the agreed-upon and proposed attorneys’ fees, which are well within
24 the range of reasonableness for matters of this nature.

25 **B. Plaintiffs’ Investigation Was More Than Sufficient**

26 As set forth at the time of preliminary approval, Class Counsel’s extensive investigation
27 into the facts and merits of the wage and hour claims alleged included analyzing substantial
28 amounts of information, correspondence, documents, timekeeping records, and payroll data,

1 relevant wage and hour policies and procedures, and evidence relating to the class size and the
2 commonality of the claims.

3 During this process, Plaintiffs and Class Counsel conducted investigations into the
4 potential claims of similarly situated employees, including interviewing multiple putative class
5 members and researching Defendant's defenses.

6 Finally, Class Counsel synthesized and analyzed information provided by Defendant
7 regarding the total Settlement Class Members, the number of current and former non-exempt
8 employees, and the number of employees who worked during various time periods and prepared
9 comprehensive damages calculations regarding the wage and hour claims at issue.

10 **C. Class Counsel Are Experienced in Similar Litigation and Endorse the**
11 **Settlement**

12 Class Counsel are experienced in this type of litigation, and they have (and hereby do)
13 represent that this Settlement is fair and reasonable. (Bokhour Decl., ¶¶ 3-13; Declaration of
14 Joshua Falakassa in Support of Plaintiffs' Motion for Final Approval of Class Action Settlement
15 ("Falakassa Decl." ¶¶ 3-8); *see 7-Eleven Owners for Fair Franchising v. Southland Corp.* (2000)
16 85 Cal.App.4th 1135, 1152 [Final approval of settlement affirmed where counsel were all
17 experienced litigators with class-action experience and had recommended settlement based on the
18 negotiated terms].)

19 **D. Reasonable Estimate of the Nature and Amount of Recovery**

20 Plaintiffs' Motion for Preliminary Approval supplied information about the nature and
21 magnitude of the claims and the basis for concluding that the Settlement represents a reasonable
22 compromise. (See Plaintiffs' Motion for Preliminary Approval, pp. 9-14; *Kullar v. Foot Locker*
23 *Retail, Inc.* (2008) 168 Cal.App.4th 116, 133.)

24 In light of the uncertainties of protracted litigation, this negotiated Settlement reflects the
25 best practicable recovery for the Settlement Class. While the total Settlement amount is, of course,
26 a compromise figure, both parties carefully weighed the potential risks and opportunities,
27 resulting in a fair and equitable Settlement. Based upon detailed data obtained through discovery
28 and information exchanges and factoring in claim certification probabilities and liability

probabilities, Class Counsel formulated detailed damages models to evaluate the claims in preparation for mediation and to reach a realistic and reasonable resolution.

Of course, Defendant denies that any damages should be assessed and denies all of the value assessed by Plaintiffs. (Bokhour Decl., ¶ 32; Plaintiffs’ Motion for Preliminary Approval, pp. 9–14.) Moreover, Defendant argued that Plaintiffs would not be able to certify the class, as well as specific defenses to Plaintiffs’ substantive claims.² Notwithstanding these arguments, the Settlement commits Defendant to pay a Settlement Amount of \$600,000 to settle the litigation.

V. THE REQUESTED ATTORNEYS’ FEES ARE FAIR, REASONABLE, AND SHOULD BE AWARDED

For their efforts in creating a common fund for the benefit of the Settlement Class, the Settlement Agreement provides that Class Counsel may seek reasonable attorneys’ fees of \$200,000, which is one-third of the Settlement Amount. These fees are warranted under the law and fall within the range commonly awarded in similar class action cases.

A one-third fee is within the range approved in California class actions. (See *Chavez v. Netflix, Inc.* (2008) 162 Cal.App.4th 43, 66, fn. 11.) The California Supreme Court has approved use of the percentage method for common fund fees and affirmed a one-third fee award in *Laffitte v. Robert Half International, Inc.* (2016) 1 Cal.5th 480, 503–506. The requested percentage should be evaluated in light of the circumstances of this case and the lodestar cross-check below.

Accordingly, the Court should approve Plaintiffs’ Attorneys’ Fees request.

A. Plaintiffs are Entitled to Recover Reasonable Attorneys’ Fees Under the Labor Code

Plaintiffs and the Settlement Class in this action are entitled to recover reasonable Attorneys’ Fees and Costs under section 218.5 of the California Labor Code, which provides that, “[i]n any action brought for the nonpayment of wages ... the Court shall award reasonable attorneys’ fees and costs to the prevailing party.”

² See Plaintiffs’ Motion for Preliminary Approval, pp. 9–14.

1 In addition, Plaintiffs and the Settlement Class are entitled to recover reasonable
2 Attorneys' Fees pursuant to Labor Code section 1194, subdivision (a), which provides that, "...
3 any employee receiving less than the legal minimum wage ... applicable to the employee is
4 entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage...
5 including ... reasonable attorney's fees, and costs of suit."

6 Plaintiffs are further entitled to Attorneys' Fees and Costs under section 226(e) of the
7 Labor Code (employee who prevails on claim for itemized wage statement violation "is entitled
8 to an award of costs and reasonable attorneys' fees"); under PAGA (former Labor Code §
9 2699(g)(1), which provides "Any employee who prevails in any action shall be entitled to an
10 award of reasonable attorney's fees and costs, including any filing fee paid"); and, potentially,
11 section 1021.5 of the California Code of Civil Procedure.

12 **B. Class Counsel's Request for Fees Is Reasonable and Properly Calculated as a**
13 **Percentage of the Common Fund**

14 Under the "common fund" doctrine, the request for Attorneys' Fees in the amount of 1/3
15 of the Settlement Amount is reasonable and appropriate, because (1) it is within the approved
16 range for percentages awarded as attorneys' fees in similar cases; (2) it is supported by the high
17 quality and amount of Class Counsel's work on this case and the positive results obtained for the
18 Settlement Class; (3) the Settlement Class had sufficient notice of the attorneys' fee request; and
19 (4) it is supported by the fact that this case was handled on a contingency basis and was undertaken
20 despite numerous risks and expenses.

21 ***1. The Attorneys' Fees Requested Here Fall Within the Reasonable Range***
22 ***Awarded in Similar Cases Under the Well-established Common Fund***
23 ***Method***

24 The California Supreme Court permits trial courts to calculate reasonable attorneys' fees
25 as a percentage of a common fund and affirmed the one-third fee award in *Laffitte v. Robert Half*
26 *International, Inc.* (2016) 1 Cal.5th 480, 503–506. Here, the requested \$200,000 award equals
27 one-third of the \$600,000 Gross Settlement Amount, and its reasonableness is supported by the
28 results obtained, the contingent representation, and the lodestar cross-check discussed below.

1 **2. *The High Quality of Work and Excellent Results Obtained Support the***
2 ***Award***

3 In addition to the fact that a class benefit was created with a significant common fund, the
4 fairness of the requested fee award of one-third of that common fund is supported by the high
5 quality of work performed by Class Counsel and the favorable result obtained for the Class
6 Members given the significant challenges faced by Plaintiffs in this action. As the record
7 demonstrates, Class Counsel conducted the litigation on behalf of the class in a competent,
8 professional, and efficient manner. In doing so, Class Counsel confronted substantial litigation
9 risks with well-developed arguments, careful factual analysis, and a creative strategy to overcome
10 legal obstacles, including challenging factual issues pertaining to each substantive claim. The
11 effective legal work performed by Class Counsel, which resulted in a significant benefit for class
12 members, justifies the one-third of the common fund that is requested as reasonable attorneys'
13 fees.

14 Class Counsel diligently, efficiently, and creatively pursued this case and promptly
15 reached a successful settlement for the benefit of the Class Members. Despite the numerous risks
16 and obstacles afflicting Plaintiffs' claims as detailed in Plaintiffs' Motion for Preliminary
17 Approval, Plaintiffs' counsel crafted and negotiated a fair and reasonable Settlement Agreement
18 for the benefit of the Class Members.

19 The fact that the settlement was embraced and supported by the Class Members, as
20 evidenced by zero objections and zero opt-outs out of 840 Class Members, clearly demonstrates
21 that the Class Members support the Settlement Agreement and results achieved by Class Counsel
22 through the litigation of this matter.

23 Moreover, Class Counsel demonstrated professional skill that benefited the Settlement
24 Class. Class Counsel developed the legal arguments, evaluated the factual issues, and
25 implemented an effective litigation and negotiation strategy, ultimately obtaining a Settlement
26 that provides significant monetary relief to the Settlement Class.

27 As a result of this litigation, \$307,276 remains for class payments before employer-side
28 payroll taxes payable from the Gross Settlement Amount. (Settlement Agreement, ¶ 81.)

1 **3. *Settlement Class Members Had Sufficient Notice of the Requested Fees***

2 Rule 3.769 of the California Rules of Court requires that the Class Members be notified
3 of any agreement regarding an application for attorneys' fees. Here, the Class Notice,
4 preliminarily approved by the Court and distributed to the Settlement Class Members, apprised
5 them that Class Counsel will ask for Attorneys' Fees of one-third of the Settlement Amount as
6 reasonable compensation for the work Class Counsel performed and will continue to perform in
7 this lawsuit through final approval. (Beltran Decl., ¶ 7 & Ex. A.)

8 The Class Notice also advised the Settlement Class Members of the procedures for
9 objecting to the proposed Settlement and appearing at the settlement hearing, where they could
10 present their objections to any aspect of the Settlement, including the amount of Attorneys' Fees
11 to be awarded to Class Counsel. (*Litwin v. iRenew Bio Energy Solutions, LLC* (2014) 226
12 Cal.App.4th 877, 883 ["[p]rocedural due process requires that affected parties be provided with
13 'the right to be heard at a meaningful time and in a meaningful manner'"].)

14 In accordance with the foregoing, it is respectfully submitted that the instant notice
15 complied with Rule 3.769 and, as a result, the Settlement Class Members' due process rights were
16 fulfilled.

17 **4. *The Contingent Nature of Class Counsel's Representation of Plaintiffs***
18 ***and the Settlement Class Further Supports the Fee Award at 1/3 of the***
19 ***Common Fund***

20 An additional factor in favor of granting the requested fee award is that this case was both
21 legally and financially risky for Class Counsel. (See *Vizcaino v. Microsoft Corp* (9th Cir. 2002)
22 290 F.3d 1043, 1048-49.) Class Counsel has been representing the Settlement Class in this matter
23 on a strictly contingency basis and, as such, incurred the risk of non-recovery after a substantial
24 investment of time, money, and resources and has done so since the inception of this case without
25 any payment or compensation. Specifically, there was the prospect of enormous cost inherent in
26 this class action litigation, as well as the prospect of a prolonged battle with well-funded
27 corporations who were represented by an experienced law firm; the risk that Defendant could
28 prevail on their arguments that the Settlement Class should not be certified; and the risk that

1 Defendant could prevail on the merits of some or all of the claims.

2 If Plaintiffs had lost this case, Class Counsel would have recovered nothing and would
3 have lost its out-of-pocket costs.

4 Finally, the absence of any valid objections to the requested fee award, coupled with the
5 100% Class participation rate, also supports the appropriateness and reasonableness of the
6 requested attorneys' fees. (*In re Heritage Bond Litigation* (C.D. Cal., June 10, 2005, No. 02-ML-
7 1475 DT) 2005 WL 1594403, at *21 ["The absence of objections or disapproval by class members
8 to Class Counsel's fee further supports finding the fee request reasonable."].)

9 **5. A Lodestar Cross-Check Confirms the Reasonableness of the Fee Award**

10 Despite recognized limitations of the so-called lodestar method, some California and
11 federal courts acknowledge the utility of a lodestar "cross-check."³ (*Lealao v. Beneficial Cal.,*
12 *Inc.* (2000) 82 Cal.App. 4th 19, 46-47.) Under the "lodestar multiplier" method of cross-checking
13 the reasonableness of attorneys' fees in class actions, the court ascertains Class counsel's total
14 "lodestar" amount by multiplying the number of hours reasonably expended by each attorney or
15 legal staff member by their hourly rates, and then enhances or reduces this lodestar figure by a
16 "multiplier" to account for a range of factors, such as the novelty or difficulty of the case, its
17 contingent nature, and the degree of success achieved. (*PLCM Group, Inc. v. Drexler* (2000) 22
18 Cal.4th 1084, 1095–1096; *Press v. Lucky Stores, Inc.* (1983) 34 Cal.3d 311, 322; *Lealao, supra*,
19 82 Cal.App.4th at 43 [court has discretion to use a multiplier to ensure that the "fee awarded is
20 within the range of fees freely negotiated in the legal marketplace in comparable litigation"].)

21 Historically, California courts have approved multipliers of 1.5 to 4. (See *Coalition for*
22 *Los Angeles County Planning v. Board of Supervisors* (1977) 76 Cal.App.3d 241, 251 (multiplier
23 of 2+ approved); *Sternwest Corp v. Ash* (1986) 183 Cal.App.3d 74, 75.) In *Sternwest Corp. v.*
24 *Ash* (1986) 183 Cal.App.3d 74, for instance, the Court of Appeal remanded for a lodestar
25 enhancement of "two, three, four or otherwise." (*Id. at p. 76; see also Wershba v. Apple*
26 *Computer, Inc.* (2001) 91 Cal.App.4th 224, 255 ("Multipliers can range from 2 to 4 or even
27

28 ³A lodestar cross-check is discretionary and may be based on summaries of counsel's hours and reasonable rates.
(Laffitte, *supra*, 1 Cal.5th at pp. 504–506.)

higher”); *City of Oakland v. Oakland Raiders* (1988) 203 Cal.App.3d 78, 83 (affirming 2.34 multiplier); *Coalition for Los Angeles County Planning in the Pub. Interest v. Board of Supervisors*, 76 Cal.App.3d 241, 251 (affirming multiplier of approximately 2); *See also Steiner v. Am. Broadcasting Co., Inc.* (9th Cir. 2007) 248 Fed. Appx. 780, 783 (approving a multiplier of 6.85 and citing cases with comparable or higher multipliers); *Vizcaino v. Microsoft Corp.* (9th Cir. 2002) 290 F.3d 1043, 1051 (finding no abuse of discretion in awarding a multiplier of 3.65).

As set forth in Class Counsel’s declarations, the combined lodestar for work performed and reasonably anticipated through completion of settlement administration is \$237,000, as summarized below:

Attorney	Experience	Hourly Rate	Hours	Total Lodestar
Mehrdad Bokhour	14 years	\$750	155.5 ⁴	\$116,625
Joshua Falakassa	13 years	\$750	160.5	\$120,375
Total Lodestar				\$237,000

(See Bokhour Decl., ¶ 19 and accompanying table; Falakassa Decl., ¶ 16.)

The requested attorneys’ fee award of \$200,000 is approximately \$37,000 less than Class Counsel’s lodestar and represents a negative multiplier of approximately 0.84. Thus, the requested fee is less than the value of Class Counsel’s time calculated under the lodestar method and does not require any enhancement for contingency risk or the results achieved.

The hourly rates above are comparable to those of other attorneys with equal or similar experience, if not somewhat lower. Thus, not only are Plaintiffs’ Counsel’s rates reasonable and typical, but the attorneys’ fees requested are in line with Plaintiffs’ Counsel’s lodestar, all confirming that the fee request is fair and reasonable.

Class Counsel are also highly experienced in Class/PAGA litigation, including being selected as a “Super Lawyer” in employment litigation on multiple occasions and achieving some

⁴ Includes an estimated 10 hours of additional work preparing for and attending the hearing (inclusive of finalizing and filing the motion, appearing at the hearing, addressing the Court’s questions/concerns, submitting revised documents, responding to class members who are anxious to receive their check, and so on), as well as 10 hours in anticipated work to be performed after the final approval, working with counsel, administrator, and Class Members (which includes up to 1.5 years of case management relating to ensuring timely payment from Defendant, reviewing the calculations, checks are timely mailed, responding to class members questions about the timing of checks/missing checks/lost checks and remailings, working with the administrator regarding uncashed checks and remailings, assisting with the Administrator’s declarations regarding payments and uncashed checks, potentially filing an amended judgment, appearing at the final disbursement hearing and/or submitting paperwork related thereto).

of the largest settlements in California from 2021 through 2025. (Bokhour Decl., ¶¶ 2–7; Falakassa Decl. ¶¶ 3-8). Indeed, Class Counsel’s rates are typical of those charged by defense counsel with similar experience doing similar employment litigation in this region.

VI. THE REQUESTED COSTS AND SERVICE PAYMENTS ARE REASONABLE

A. The Requested Costs Are Reasonable and Merit Approval

Class Counsel incurred \$36,724.50 in litigation costs and request reimbursement of \$36,724.00. (Bokhour Decl., ¶ 23.) These costs include mediation, filing, service of process, depositions, expert services, and travel. The requested reimbursement is reasonable and unopposed by Defendant.

B. The Requested Class Representative Service Payments Are Reasonable and Merit Approval

A named plaintiff is essential to a class action, and service payments may compensate class representatives for their work on behalf of the class and the risks they undertook. (See *Bell v. Farmers Insurance Exchange* (2004) 115 Cal.App.4th 715, 726; *Rodriguez v. West Publishing Corp.* (9th Cir. 2009) 563 F.3d 948, 958–959.)

Under the Settlement, Defendant agreed not to oppose Plaintiffs’ request for a Class Representative Service Payment in the amount of \$12,500 to each Plaintiff, which Plaintiffs seek in recognition of their contributions as Class Representatives. Plaintiffs came forward and undertook significant risk, including the risk of being blackballed in the industry and the risk that they could have been liable for Defendant’s costs if they lost the case. This factor is significant for a relatively low-wage earner, and the potential risk is very real. (See *Whiteway v. FedEx Kinko's Office & Print Svcs., Inc.* (N.D. Cal. Dec. 17, 2007) No. C 05-2320 SBA, 2007 WL 4531783, at *3 (“the few courts to consider this ‘class representatives’ dilemma’ have not found it inequitable to assess costs upon the lead or named Plaintiffs in a class action.”).)

As further detailed in Plaintiffs’ previously filed declarations in support of preliminary approval of Class Action Settlement on file with this Court, Plaintiffs committed a significant number of hours to assist with the investigation, litigation, and settlement processes of this case. Plaintiffs also spent considerable time preparing for and assisting with the mediation and

1 settlement process. The requested Class Representative Service Payment of \$12,500 to each
2 Plaintiff is reasonable, particularly considering the substantial benefits Plaintiffs generated for
3 the Settlement Class Members and the risks they undertook.

4 The requested amount also should be considered in light of the release Plaintiffs agreed
5 to provide. The broader release is a further circumstance for the Court to consider alongside
6 Plaintiffs' documented service and risks; the request does not depend on treating the service
7 payment solely as consideration for that release.

8 The preliminary approval notice disclosed proposed service payments of up to \$12,500
9 to each Plaintiff. Plaintiffs request \$12,500 each, and no Settlement Class Member objected to
10 the Settlement. In light of Plaintiffs' contributions, the risks they undertook, and the benefits
11 obtained for the Settlement Class, Plaintiffs request approval of the Class Representative
12 Service Payments. (Bokhour Decl., ¶¶ 14–16; Beltran Decl., ¶ 12.)

13 **VII. OTHER MATTERS RE: FINAL APPROVAL**

14 **A. Settlement Administration Costs**

15 The parties agreed that the Settlement Administrator, ILYM, would be compensated for
16 services performed. The Settlement Administrator's requested fee is \$11,000. (Beltran Decl., ¶
17 17.)

18 **B. Uncashed Checks**

19 The Settlement Agreement provides that any uncashed checks will be sent to the
20 California Controller's Unclaimed Property Fund in the name of the applicable Class Member.

21 **C. Final Report**

22 Defendant shall fund the Settlement, and the Settlement Administrator shall disburse all
23 Court-approved payments, in accordance with the operative Settlement Agreement. Settlement
24 checks will remain negotiable for 180 days after mailing. Plaintiffs request a Settlement
25 Compliance Hearing and propose submitting the Settlement Administrator's final distribution
26 report within 30 days after the check-cashing deadline and at least 15 calendar days before that
27 hearing. The report shall address distributions, cashed and uncashed checks, funds transmitted
28 to the California Controller's Unclaimed Property Fund, and all other required payments.

1 **D. Submission to the LWDA**

2 As set forth in ¶ 24 of the Bokhour Declaration and Exhibit A thereto, the Settlement
3 was submitted to the LWDA in accordance with former Labor Code section 2699(1)(2). Class
4 Counsel will submit the entered Final Approval Order and Judgment to the LWDA within 10
5 days after entry in accordance with former Labor Code section 2699(1)(3).

6 **VIII. CONCLUSION**

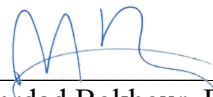
7 Plaintiffs respectfully submit that the Settlement is fair, adequate, and reasonable and
8 merits approval. This Motion is unopposed by Defendant. Based on the foregoing, Plaintiffs
9 request that the Court grant this Motion and finally approve the Settlement.

10
11 Dated: September 30, 2026,

Respectfully submitted,

12
13 **BOKHOUR LAW GROUP, P.C.**
14 **FALAKASSA LAW, P.C.**

15 By:

16 
17 Mehrdad Bokhour, Esq.
18 Joshua Falakassa, Esq.
19 *Attorneys for Plaintiffs and the Settlement Class*