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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF MADERA**

MAURICIO ESPARZA-VALDEZ, individually,
and on behalf of all others similarly situated,

Plaintiff,

v.

VEZINA INDUSTRIES, INC., a corporation;
and DOES 1 through 10, inclusive,

Defendants

Case No.: MCV095037

*[Assigned for All Purposes to the Honorable
Eric J. LiCalsi, Dept. 44]*

**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: October 14, 2026

Time: 8:30 a.m.

Dept.: 44

Action Filed: April 30, 2025

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

2 **PLEASE TAKE NOTICE** that on October 14, 2026, at 8:30 a.m., or as soon thereafter
3 as the matter may be heard in Department 44 of the Superior Court of California, County of
4 Madera, located at 200 South G Street, Madera, CA 93637, Plaintiff Mauricio Esparza-Valdez
5 (“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 \$91,053.60 and
8 reimbursement of litigation costs in the amount of \$17,119.90;
- 9 3. Awarding Plaintiff a Class Representative Service Payment in the amount of
10 \$10,000.00;
- 11 4. Awarding \$6,990.00 to Apex Class Action LLC (“Apex”) for its settlement
12 administration expenses; and
- 13 5. Approving allocation of \$13,200.00 as civil penalties under the Labor Code
14 Private Attorneys General Act of 2004 (“PAGA”), 65% of which (\$8,580.00) will
15 be paid to the California Labor and Workforce Development Agency, and 35% of
16 which (\$4,620.00) will be distributed to Aggrieved Employees based on the
17 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 Nicol E. Hajjar, the Declaration of Elizabeth Botero Bravo, and on all records
20 and documents on file, together with such oral and documentary evidence that may be presented
21 at the hearing on this matter.

22
23 Dated: September 18, 2026

WILSHIRE LAW FIRM, PLC

24
25 By: 
26 Nicol E. Hajjar
27 Kristen Tojo
28 Trenten N. Bilodeaux
Attorneys for Plaintiff

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1 **I. INTRODUCTION**

2 Plaintiff Mauricio Esparza-Valdez (“Plaintiff”) seeks final approval of a non-
3 reversionary Gross Settlement Amount of \$273,160.80¹. The Settlement Agreement
4 (“Settlement” or “Settlement Agreement”) provides that the deductions will be made from the
5 Gross Settlement Amount as follows:

- 6 1. Attorneys’ fees up to one third (1/3) of the Gross Settlement Amount;
7 2. Litigation costs up to \$20,000.00;
8 3. A Class Representative Service Payment up to \$10,000.00;
9 4. Settlement administration expenses up to \$6,990.00; and
10 5. Civil penalties in the amount of \$13,200.00 for claims under the Labor Code
11 Private Attorneys General Act of 2004 (“PAGA”), 65% of which (\$8,580.00) will be paid to the
12 California Labor and Workforce Development Agency (“LWDA), and 35% of which
13 (\$4,620.00) will be distributed to Aggrieved Employees based on the number of pay periods
14 worked during the PAGA Period. *See* Settlement § 3.2.5.

15 After all deductions are made, the Net Settlement Amount will be distributed to 236
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”) based on the number of weeks
18 worked during the Class Period. Bravo Decl. at ¶ 16.

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. *See* Declaration of Elizabeth Botero Bravo (“Bravo Decl.”) at ¶¶ 11-12.
25 Participating Class Members will receive an estimated average Individual Class Payment of
26 \$571.18, with the highest estimated average Individual Class Payment being \$1,878.92. Bravo

27
28 ¹ The Escalator Clause was triggered and the Gross Settlement Amount increased from
 \$264,000.00 to \$273,160.80.

Decl. at ¶ 17. Aggrieved Employees will receive an estimated average Individual PAGA Payment of \$26.10, with the highest estimated average Individual PAGA Payment being \$57.82. Bravo Decl. at ¶ 19. In light of the favorable response from the Class, and the facts and law set forth below as well as in the motion for preliminary approval, Plaintiff respectfully requests that the Court now enter an Order: (1) granting final approval of the Settlement; (2) entering final judgment; (3) requiring distribution of individual settlement shares to participating Class Members; and (4) approving payments for Class Counsel Fees, Class Counsel Expenses, the Class Representative Service Payment, the Administrator's costs, and civil penalties under PAGA.

II. THE SETTLEMENT MERITS FINAL APPROVAL

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

A. A Presumption of Fairness Exists

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

At preliminary approval, Plaintiff presented evidence that this Settlement is entitled to a presumption of fairness because: (1) it was reached through arm's length bargaining with the assistance of an experienced mediator; (2) Plaintiff conducted a thorough investigation through

1 informal discovery and an analysis of Class Members’ time data and payroll records and policy
2 documents pertaining to Plaintiff’s claims; and (3) Class Counsel is experienced in similar
3 litigation. *See* Declaration of Conor J.D. Gomez in Support of Motion for Preliminary Approval
4 of Class Action and PAGA Settlement (“Gomez MPA Decl.”) filed April 14, 2026, at ¶¶ 5-6, 7,
5 39-41. As of the filing of this Motion, no Class Members have opted out and none have objected.
6 *See* Bravo Decl. at ¶¶ 11-12. Therefore, the Court can confidently conclude that a presumption
7 of fairness exists.

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

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

20 Here, Plaintiff presented sufficient information at preliminary approval regarding the
21 number of Class Members and an estimate of the maximum value of each of the claims alleged.
22 *See* Gomez MPA Decl. at ¶¶ 16-26. Plaintiff has also described in detail the risks the Class faced
23 in litigation and the strengths and weaknesses of each of the claims. *See id.* Defendant denied
24 Plaintiff’s allegations, and Plaintiff noted potential difficulties in obtaining class certification
25 and succeeding on the merits at trial. *See id.* The factual record here is sufficiently developed
26 to allow the Court to independently satisfy itself “that the consideration being received for the
27 release of the class members’ claims is reasonable in light of the strengths and weaknesses of
28 the claims and the risks of the particular litigation.” *Munoz v. BCI Coca-Cola Bottling Co. of*

1 *Los Angeles*, 186 Cal.App.4th 399, 410 (2010).

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

3 The Settlement provides for a \$273,160.80 Gross Settlement Amount (“GSA”) to be
4 distributed among the 236 Class Members who did not opt out as of the date of this filing. Bravo
5 Decl. at ¶¶ 14, 15. The GSA will be used to pay Class Counsel’s attorneys’ fees and litigation
6 costs, Plaintiff’s Class Representative Service Payment, and the fees and expenses of Apex
7 Class Action LLC (“Apex”) for its administration of the Class Notice and settlement funds. *Id.*
8 at ¶ 16. The Settlement also allocates \$13,200.00 from the GSA to civil penalties under PAGA.
9 *See* Settlement Agreement at § 3.2.5. After all deductions are made, the Net Settlement Amount
10 available to Participating Class Members for their Individual Class Payments is estimated to be
11 \$134,797.30, which will be distributed to Participating Class Members according to the number
12 of Workweeks they worked for Defendant Vezina Industries, Inc. (“Defendant”) during the
13 Class Period. *See* Bravo Decl. at ¶ 16; Settlement Agreement at § 3.2.4.

14 The Administrator has calculated a total of 17,926.91 Workweeks in the Class Period.
15 Bravo Decl. at ¶ 15. As a result, the estimated average Individual Class Payment for
16 Participating Class Members is \$571.18, and the highest the estimated Individual Class Payment
17 for Participating Class Members is \$1,878.92. *Id.* at ¶ 17. Weighing the potential value of the
18 class claims against the risk and expense of trial, the Settlement provides substantial relief in
19 light of the potential risks associated with seeking a class judgment.

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

21 Class Counsel sufficiently investigated the alleged claims, applicable law, and potential
22 defenses. *See* Gomez MPA Decl. at ¶ 6. Specifically, Class Counsel assessed the value of the
23 claims using data and documents provided by Defendant in informal discovery, which included
24 policy documents and timekeeping and payroll records. *Id.* Following a complete analysis of
25 this information, the Parties attended mediation on September 4, 2025, with an experienced
26 mediator. *Id.* at ¶ 7. The Parties negotiated the terms of the Settlement over the next several
27 months and finalized the terms of the Settlement on February 19, 2026.

1 **E. The Experience and Views of Counsel**

2 Plaintiff is represented by Wilshire Law Firm, PLC. Declaration of Nicol E. Hajjar in
3 Support of Motion for Final Approval of Class Action and PAGA Settlement (“Hajjar MFA
4 Decl.”) at ¶ 3. Class Counsel prosecutes wage and hour cases, including class and representative
5 actions. *Id.* at ¶¶ 4, 5. Class Counsel has litigated many wage and hour cases and has successfully
6 resolved cases involving similar issues presented in this matter. *Id.* at ¶¶ 4-10. Class Counsel
7 has negotiated a settlement here that they believe is fair, reasonable, and adequate based on
8 Class Counsel’s prior experience litigating these types of cases. *Id.* at ¶ 18.

9 **F. The Presence of a Government Participant**

10 The LWDA has received the required notice of this Settlement. On April 16, 2025,
11 Plaintiff provided notice to the LWDA of the specific provisions of the Labor Code alleged to
12 have been violated, including the facts and theories in support. Gomez MPA Decl. at ¶ 4. The
13 Settlement provides for the payment of \$13,200.00 in civil penalties, 65% of which (\$8,580.00)
14 will be paid to the LWDA, and 35% of which (\$4,620.00) will be paid to Aggrieved Employees
15 based on the number of pay periods worked during the PAGA Period. *See* Settlement Agreement
16 at § 3.2.5. Plaintiff submitted a copy of the Settlement Agreement to the LWDA. Gomez MPA
17 Decl. at ¶ 7. The LWDA has not responded to or objected to the Settlement. Hajjar MFA Decl.
18 at ¶ 19.

19 **G. The Reaction of Class Members to the Proposed Settlement**

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

23 When the Court granted preliminary approval, it also approved the method of providing
24 notice to Class Members. Following a search of the National Change of Address database, Apex
25 mailed the Class Notice to all Class Members on July 14, 2026. Bravo Decl. at ¶ 7. The Class
26 Notice informed Class Members of the terms of the Settlement, the amount of their individual
27 settlements and how those amounts were calculated, their right to either participate in the
28 Settlement, opt out of it, object to it, or dispute the amount of their individual settlement

1 payment, the procedures and deadlines to submit an opt out, objection, or dispute, and the date,
2 time, and place of the hearing on Plaintiff’s Motion for Final Approval and instructions to be
3 heard at the hearing. *Id.* at Exhibit A. In response to the Class Notice, Apex has received no
4 requests for exclusion from Class Members, no objections from any Class Members, and no
5 disputes from Class Members, as of the date of the filing of this Motion. *Id.* at ¶¶ 11-12. Class
6 Members’ favorable response to the Settlement further supports final approval.

7 **III. THE REQUESTED FEE AWARD IS REASONABLE AND SHOULD BE**
8 **APPROVED**

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

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

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

27 The requested fee award of one third (1/3) of the GSA is consistent with the average fee
28 award in class actions. *See, e.g., Roos v. Honeywell Int’l, Inc.*, 241 Cal.App.4th 1472 (2015)

(fee award of 37.5% was not an abuse of discretion), disapproved of on other grounds by *Hernandez v. Restoration Hardware, Inc.*, 4 Cal.5th 260, 287 (2018); *Wren v. RGIS Inventory Specialists*, No. 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

1 antitrust class action); *Chavez v. Netflix, Inc.*, 162 Cal. App. 4th 43, 60 (2008) (applying a 2.5
2 multiplier on a lodestar cross-check); *Vizcaino v. Microsoft Corp.*, 290 F.3d 1043, 1051 n.6 (9th
3 Cir. 2002) (“most” common fund cases apply a multiplier of 1.0-4.0); *Laffitte v. Robert Half*
4 *Int’l*, 231 Cal. App. 4th 860, 881-82 (2004) (affirming a 2.13 multiplier after finding that “2 to
5 4” is a reasonable range for multipliers on a cross-check).

6 The total hours expended on this action by Class Counsel were reasonable and in line
7 with comparable cases. While it is not necessary to substantiate the fee award with a lodestar in
8 this Action, it should be noted that Class Counsel spent approximately 94 hours prosecuting this
9 action, which were divided among the attorneys working on this case according to skill level.
10 Hajjar MFA Decl. at ¶¶ 15-16. Multiplying the total hours expended by Class Counsel by their
11 reasonable hourly rates yields a lodestar of \$87,262.50. *Id.* at ¶ 15. This amount results in a
12 modest 1.04 multiplier. *Id.* at ¶ 16. This amount does not include the time Class Counsel will
13 spend at the Final Approval Hearing and assisting the Settlement Administrator following final
14 approval. *Id.* Class Counsel dedicated significant resources to this case by dividing the tasks
15 required according to skill level. *Id.* The hours expended by each attorney were not duplicative
16 and reflect the extensive investigation and analysis that was required to achieve this Settlement.
17 This time could have been spent on other potentially lucrative cases. *Id.* Class Counsel’s lodestar
18 reflects the efficiencies achieved by attorneys experienced in this field. *Id.* Moreover, Class
19 Counsel has singularly assumed the risk and costs of litigation purely on a contingency basis.
20 *Id.* And, while Plaintiff is confident in the merits of his claims, a legitimate controversy exists
21 as to each cause of action, posing an actual risk that Plaintiff may not succeed at class
22 certification and/or trial. *Id.* Any of these obstacles could have prevented recovery completely,
23 meaning Class Counsel would have been left with no compensation for all the time and money
24 invested in litigating this case. *Id.* Despite these risks, Class Counsel took this case on a
25 contingency basis so that Class Members (a particularly vulnerable group of hourly paid
26 workers) could be compensated for their unpaid wages. *Id.* Consequently, Class Counsel was
27 precluded from focusing on, or taking on, other cases which could have resulted in a larger, and
28 less risky, monetary gain. *Id.*

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

3 Class Counsel’s hourly rates are comparable to those charged by other class action
4 plaintiffs’ counsel and the firms defending class actions. Hajjar MFA Decl. at ¶ 11. Class Counsel’s
5 rates are well within the range of hourly rates that the Los Angeles legal marketplace would
6 compensate counsel for similar services accomplishing similar results. *Id.* For example, in
7 *Bronshteyn v. State of California*, Los Angeles County Superior Ct. No. 19SMCV00057, Order
8 Granting Plaintiff’s Motion for Statutory Attorneys’ Fees and Costs filed March 30, 2023, an
9 employment action brought by two small law firms (Levy, Vinick, Burrell & Hyams LLP and Law
10 Offices of Wendy Musell), the court found that counsel’s 2022 hourly rates of \$1,100 and \$1,000
11 per hour were reasonable for the plaintiff’s five senior attorneys, including \$1,000 per hour for the
12 plaintiff’s 23-year lead counsel and \$850 per hour for a senior associate. *Id.* These rates were then
13 augmented by a 1.75 lodestar multiplier and affirmed by the California Court of Appeals. *Id.* The
14 rates (and multiplier) requested here are well in line with those found reasonable in *Bronshteyn*. In
15 *Tran v. Golden State FC LLC, et al.* (LASC Case No. BC699931), Fee Order filed 4/8/2022, the
16 court found hourly rates of \$1,300 per hour reasonable for plaintiff’s 32-year attorney and \$1,000
17 per hour reasonable for a 14-year attorney. *Id.* The multiplier here is even more compelling given
18 Class Counsel represents approximately 236 Class Members. *Id.*

19 Likewise, Class Counsel’s hourly rates are reasonable when compared to rates charged within
20 the relevant legal marketplace. Hajjar MFA Decl. ¶¶ 12-13, **Exhibits 1, 2**. In light of the foregoing,
21 and considered against the risks of continued litigation, and the importance of advocating for
22 employment rights and a speedy recovery, the relief provided under the Settlement represents a very
23 strong result for the Class Members and Aggrieved Employees. Class Counsel’s fee request is fair
24 and reasonable and should be approved. Accordingly, Class Counsel respectfully requests the Court
25 approve their \$91,053.60 fee request.

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

28 The Settlement permits Class Counsel to seek reimbursement of litigation costs in an

1 amount up to \$20,000.00, the actual costs incurred are \$16,819.90. Hajjar MFA Decl. at ¶ 17,
2 **Exhibit 3**. Additionally, Class Counsel anticipates incurring \$300.00 in future costs for filing
3 fees and service fees for a total of \$17,119.90 in costs. *Id.* Since Class Counsel’s costs do not
4 meet the maximum of \$20,000.00, the remaining \$2,880.10 will revert to the Net Settlement
5 Amount. *Id.* These costs were reasonable and necessary to prosecute this case and obtain the
6 results achieved. *Id.*

7 **V. THE REQUESTED CLASS REPRESENTATIVE SERVICE PAYMENT IS**
8 **REASONABLE AND SHOULD BE APPROVED**

9 Plaintiff also requests that he be awarded a Class Representative Service payment of
10 \$10,000.00 for his role in obtaining the Settlement. In evaluating a service payment, the Court
11 may consider: “(1) the risk, both financial and otherwise, the class representative faced in
12 bringing the suit; (2) the notoriety and personal difficulties encountered by the class
13 representative; (3) the amount of time and effort spent by the class representative; (4) the
14 duration of the litigation; and (5) the personal benefit received by the class representative as a
15 result of the litigation.” *Golba v. Dick’s Sporting Goods, Inc.*, 238 Cal.App.4th 1251, 1272
16 (2015); *Clark v. American Residential Services, LLC*, 175 Cal.App.4th 785, 804 (2009).

17 Here, Plaintiff provided a declaration in support of Plaintiff’s Motion for Preliminary
18 Approval of Class Action and PAGA Settlement and a declaration in support of Plaintiff’s
19 Motion for Final Approval of Class Action and PAGA Settlement detailing the risk he faced in
20 bringing the suit, the notoriety and personal difficulties he encountered, the amount of time and
21 effort he spent on this litigation, the duration of this litigation, and the personal benefit he will
22 receive as a result of the litigation. *See generally* Declaration of Mauricio Esparza-Valdez in
23 Support of Plaintiff’s Motion for Preliminary Approval of Class Action and PAGA Settlement
24 filed on April 14, 2026. Plaintiff should be adequately compensated for his role in obtaining in
25 this Settlement.

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

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

The Parties agreed to hire Apex as the Settlement Administrator in this case and the Court approved this choice at preliminary approval. The Settlement Administrator was responsible for (a) printing and mailing the Court Approved Notice of Class Action and PAGA Settlement and Hearing Date for Final Court Approval, in English and Spanish (referred to as “Class Notice”); (b) receiving and processing Requests for Exclusion; (c) resolving disputes among Settlement Class Members regarding the number of workweeks recorded by Defendant during the Class Period, as stated on their individualized Class Notice; (d) calculating individual settlement award amounts; (e) processing and mailing settlement award checks; (f) handling tax withholdings as required by the Settlement and the law; (g) preparing, issuing and filing tax returns and other applicable tax forms; (h) managing the distribution of any unclaimed funds pursuant to the terms of the Settlement; and (i) undertaking additional tasks as mutually agreed upon by the Parties or as ordered by the Court for Apex to perform. Bravo Decl. at ¶ 3. The requested amount of \$6,990.00 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 \$91,053.60, and reimbursement of litigation costs in the amount of \$17,119.90, the Class Representative Service Payment in the amount of \$10,000.00, civil penalties under PAGA in the amount of \$13,200.00, and settlement administration costs for Apex in the amount of \$6,990.00.

Dated: September 18, 2026

WILSHIRE LAW FIRM, PLC

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