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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ORANGE

OSCAR MEJORADO, individually, and on behalf of all others similarly situated,

Plaintiff,

v.

RAINBOW SANDALS, INC.; and DOES 1 through 10, inclusive,

Defendants.

Case No.: 30-2022-01283098-CU-OE-CXC

[Assigned for all purposes to the Hon. Melissa R. McCormick, Dept. CX-105]

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 10, 2026
Time: 2:00 p.m.
Dept.: CX-105

Complaint filed: September 28, 2022
FAC filed: December 15, 2022
Trial date: None set

TO ALL INTERESTED PARTIES AND THEIR ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE that on December 10, 2026, at 2:00 p.m., or as soon thereafter as the matter may be heard in Department CX-105 of the above-captioned court, located at 751 W. Santa Ana Boulevard, Santa Ana, California 92701, Plaintiff Oscar Mejorado ("Plaintiff") will and hereby does move this Court for an Order:

1. Granting final approval of the proposed Settlement and Agreement;
2. Awarding Class Counsel Fees of $75,000.00;
3. Awarding Class Counsel Litigation Expenses of $15,000.00;
4. Awarding a Class Representative Service Payment of $5,000.00 to Plaintiff;
5. Awarding Administration Expenses of $4,995.00 to ILYM Group, Inc.; and
6. Approving $20,000.00 for civil penalties to settle claims under the Private Attorneys General Act ("PAGA"), Lab. Code § 2698, *et seq*., allocated 75% ($15,000.00) to the California Labor and Workforce Development Agency ("LWDA"), and 25% ($5,000.00) to Aggrieved Employees on a pro rata basis.

This Motion is based on this Notice of Motion, Memorandum of Points and Authorities, the Declarations of Benjamin H. Haber and Garvin Brown, and all records and documents on file, together with such oral and documentary evidence as may be presented at the hearing on this matter.

Dated: November 16, 2026

WILSHIRE LAW FIRM, PLC

By: _____

Benjamin H. Haber
Daniel J. Kramer
Angela Leong
Chase M. Stern
Karen L. Wallace

Attorneys for Plaintiff

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I. INTRODUCTION

Plaintiff Oscar Mejorado ("Plaintiff") seeks final approval of the proposed non-reversionary Settlement with a common fund ("Gross Settlement Amount") of $250,000.00. The product of diligent efforts and adversarial, arm's length negotiations, the proposed Settlement reached between Plaintiff and Defendant Rainbow Sandals, Inc. ("Defendant") is a great result for the Class. By resolving this matter now, Class Members will receive a guaranteed recovery without risk of nonpayment, delay, or an adverse judgment at trial. The Class Action and PAGA Settlement Agreement, as amended ("Agreement") memorializes the Settlement. *See* Supplemental Declaration of Lucy Nguyen in support of Plaintiff's Motion for Preliminary approval, filed July 7, 2026 (ROA #122) ("Supp. Nguyen Decl.") ¶ 4, Ex. B; *see also* Declaration of Benjamin H. Haber in Support of Motion for Final Approval ("Haber MFA Decl.") ¶ 27.

The Agreement provides for payments from the Gross Settlement Amount (also "GSA"), subject to Court approval, as follows:

1. Class Counsel Fees up to $75,000.00;
2. Class Counsel Litigation Expenses up to $15,000.00;
3. A Class Representative Service Payment up to $5,000.00;
4. Administration Expenses up to $4,995.00; and
5. PAGA Penalties up $20,000.00 to settle claims under the Private Attorneys General Act ("PAGA"), Lab. Code § 2698, *et seq*., allocated 75% ($15,000.00) to the California Labor and Workforce Development Agency ("LWDA") and 25% ($5,000.00) to Aggrieved Employees based on the number of PAGA Pay Periods worked. *See* Declaration of Garvin Brown ("Brown Decl.") ¶ 15; *see also* Supp. Nguyen Decl. ¶ 10.

After all deductions are made, the remainder ("Net Settlement Amount") will be distributed to 127 Class Members based on the number of Workweeks worked during the Class Period. Brown Decl. ¶ 14.

As of the time of filing, the Administrator has received two (2) requests for exclusion from the Settlement and no objections or disputes. *Id*. ¶¶ 11-13. The highest estimated Individual

Class Payment is $2,288.55, the lowest is $7.63, and Participating Class Members will receive an average estimated Individual Class Payment of $1,023.66. *Id*. ¶ 16. The highest estimated average Individual PAGA Payment is $87.25, the lowest is $1.21, and Aggrieved Employees will receive an average estimated Individual PAGA Payment of $58.82. *Id*. ¶ 17.

Given the favorable response from Class Members, based on the facts and law set forth below and 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 Class Payments to Participating Class Members; and 4) approving payments for Class Counsel Fees, Class Counsel Litigation Expenses, a Class Representative Service Payment, Administration Expenses, and PAGA Penalties.

II. THE SETTLEMENT MERITS FINAL APPROVAL

For purposes of final approval, California courts consider whether the class action settlement is "fair, adequate, and reasonable" based on the following: 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. *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1801.

The Settlement satisfies all these criteria.

A. A Presumption of Fairness Exists

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 was reached through adversarial, arm's length bargaining with the assistance of an experienced mediator, as well as evidence of a thorough investigation, including through informal discovery and analysis of Class Members' time and payroll records and Defendant's relevant policy documents,

sufficient to allow counsel and the Court to act reasonably and intelligently. *See* Declaration of Benjamin H. Haber in support of Motion for Preliminary Approval, filed July 17, 2025 (ROA #87) ("Haber MPA Decl.") ¶¶ 7, 8, 16-29. Class Counsel also presented evidence of their extensive experience in similar complex litigation. *Id.* ¶¶ 40-47. Finally, as of the filing of this Motion, only two (2) Class Members have opted out, and none has objected or disputed the Workweeks calculation. Brown Decl. ¶¶ 11-13. Accordingly, the Settlement is entitled to a presumption of fairness.

B. The Risks of Further Litigation

The test for approval of a class action settlement "is not the maximum amount plaintiffs might have obtained at trial on the complaint, but rather whether the settlement is reasonable under all of the circumstances." *Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 250, disapproved of on other grounds by *Hernandez v. Restoration Hardware, Inc.* (2018) 4 Cal.5th 260, 269-270; *see also 7-Eleven Owners for Fair Franchising v. Southland Corp.* (2000) 85 Cal.App.4th 1135, 1150 ("the merits of the underlying class claims are not a basis for upsetting the settlement of a class action; the operative word is 'settlement.'"). Relevant circumstances include the strengths and weaknesses of the plaintiffs' claims and the risks they faced in litigation. *7-Eleven*, 85 Cal.App.4th at 1146.

Here, for purposes of preliminary approval, Plaintiff presented information regarding the composition of the Class and the estimated maximum and realistic values of each of alleged claim balanced against the risks of further litigation based on the strengths of each claim in light of the defenses asserted. Maximum valuations were discounted based on factors including the likelihood of certifying a class, decertification if Plaintiff prevailed, and prevailing on the merits at trial. *See* Haber MPA Decl. ¶¶ 17-25. Plaintiff submits that the factual record is sufficiently developed to allow the Court to conclude "that the consideration being received for the release of the class members' claims is reasonable in light of the strengths and weaknesses of the claims and the risks of the particular litigation." *Munoz v. BCI Coca-Cola Bottling Co. of Los Angeles* (2010)186 Cal.App.4th 399, 410.

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C. The Amount Offered in Settlement

The Settlement provides for a Gross Settlement Amount of $250,000.00, from which the Administrator will pay Class Counsel Fees and Litigation Expenses, a Class Representative Service Payment, Administration Expenses incurred by ILYM Group, Inc. ("ILYM") for its administration of the Settlement, and PAGA Penalties of $20,000.00, allocated 75% to the LWDA and 25% to Aggrieved Employees. Brown Decl. ¶ 15; *see also* Supp. Nguyen Decl. 4, Ex. B at p. 38 (Agreement § 3.2).

Having reviewed the Class Data produced by Defendant, the Administrator confirmed that 127 Participating Class Members worked a total of 17,042 Workweeks. Brown Decl. ¶ 14. The estimated average Individual Class Payment for Participating Class Members is thus $1,023.66. *Id*. ¶ 16. Weighing the potential value of the class claims against the risk and expense of further litigation, the Settlement provides substantial relief. *See, e.g*., Haber MPA Decl. ¶¶ 27-29.

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

Class Counsel's investigation of the alleged claims, applicable law, and potential defenses was sufficient to allow Class Counsel to act reasonably and intelligently. Specifically, Class Counsel assessed the value of the claims using data and documents provided by Defendant in informal discovery, including policy documents and timekeeping and payroll records. *See* Haber MPA Decl. ¶ 6. Following Class Counsel's complete analysis of all available information, the Parties attended mediation on September 26, 2023, with Monique Ngo-Bonnici, Esq., an experienced mediator. Extensive adversarial, arm's length negotiations resulted in the Settlement, memorialized in the Agreement. *Id.* ¶ 7*; see also* Nguyen Decl. ¶ 4, Ex. B.

E. The Experience and Views of Counsel

Plaintiff is represented by Wilshire Law Firm, PLC ("WLF"). Haber MFA Decl. ¶ 3. Class Counsel regularly prosecute wage and hour cases, including class and representative actions. *Id*. ¶¶ 4, 5. Class Counsel have litigated many wage and hour cases and successfully resolved cases involving issues similar to those presented in this matter. *Id*. ¶¶ 4-16. Here, Class Counsel have negotiated a settlement that they believe is fair, adequate, and reasonable based

on extensive experience in this practice area. *Id*. ¶ 26.

F. The Presence of a Government Participant

The Settlement provides for $20,000.00 in civil penalties to settle PAGA claims, allocated 75% ($15,000.00) to the LWDA and 25% ($5,000.00) to Aggrieved Employees based on the number of PAGA Pay Periods worked. *See* Brown Decl. ¶ 15; *see also* Supp. Nguyen Decl. ¶ 4, Ex. B at p. 40 (Agreement §§ 1.33, 3.2.5). On July 6, 2026, the LWDA was provided notice of the proposed Settlement and the Agreement. Supplemental Declaration of Alan Wilcox in support of Plaintiff's Motion for Preliminary Approval, filed July 6, 2026 (ROA #124) ("Supp. Wilcox Decl.") ¶¶ 3, 4, Ex. A. To date, the LWDA has neither responded nor objected to the Settlement. Haber MFA Decl. ¶¶ 28, 29.

G. The Reaction of Class Members to the Proposed Settlement

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

When it granted preliminary approval in the instant matter, the Court also approved the method of providing notice to Class Members. Following a search of the National Change of Address database, ILYM mailed the Class Notice to all Class Members on September 25, 2026. Brown Decl. ¶¶ 6, 7. The Class Notice informed Class Members of the terms of the Settlement, the amount of their Individual Class Payments and/or Individual PAGA Payments and how those amounts were calculated, their right to participate in, opt out of, or object to the Settlement or dispute the amount of their Individual Class and/or PAGA Payments, the procedures and deadlines to submit any such 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. *Id.* ¶ 7, Ex. A. To date, in response to the Class Notice, ILYM has received two (2) requests for exclusion, no objections, and no disputes from Class Members. *Id*. ¶¶ 11-13.

Class Members' favorable response to the Settlement further supports final approval.

III. THE REQUEST FOR CLASS COUNSEL FEES IS REASONABLE

Attorneys' fees in class action litigation are usually determined by two (2) primary

methods. *Laffitte v. Robert Half Int'l, Inc.* (2016) 1 Cal.5th 480, 489. "Percentage-of-recovery" calculates the fee as a percentage of a common fund recovered on behalf of the class. *Id*. "Lodestar" calculates the fee by multiplying the number of hours reasonably expended by counsel by a reasonable hourly rate, which amount may be adjusted based on other factors. *Id*. In *Laffitte*, the California Supreme Court held that trial courts have discretion to choose between the methods. *Id*. at 504. Courts also have discretion to blend the methods, using one to "cross-check" the reasonableness of the other, though a cross-check is not required. *Id*. at 506.

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

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

The percentage-of-recovery method should be used to approve the requested attorneys' fees here, as Class Counsel's requested fee award of 33 1/3% of the GSA is consistent with the average fee award in class actions. *See*, *e.g.*, *Roos v. Honeywell Int'l, Inc.* (2015) 241 Cal.App.4th 1472 (fee award of 37.5% was not an abuse of discretion), disapproved of on other grounds by *Hernandez*, 4 Cal.5th at 287; *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%).

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 (2000) 22 Cal.4th 1084, 1095. The lodestar figure may then be adjusted, based on consideration of factors specific to the case, to fix the fee at fair market value for the legal services provided. *Id*. Such factors 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* (1976) 64 Cal.App.3d 618, 623-624 (citations omitted). Courts also use "multipliers" to account for the risk of taking on cases where there is no guarantee of recovery, uncertainty as to the amount that can be recovered, uncertainty as to the cost of litigating the case (both in effort and expenses), and uncertainty about how long before the recovery can be obtained. *Ketchum v. Moses* (2001) 24 Cal.4th 1122, 1132-33; *see also Serrano v. Priest* (1977) 20 Cal. 3d 25, 48-49 (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). Multipliers are 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*, 91 Cal.App.4th at 255; *see also Sutter Health Uninsured Pricing Cases* (2009) 171 Cal. App. 4th 495, 512 (applying a 2.52 multiplier on a cross-check in an antitrust class action); *Chavez v. Netflix, Inc.* (2008) 162 Cal. App. 4th 43, 60 (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 Int'l Inc*. (2014) 180 Cal. Rptr. 3d 136, *aff'd*, *Laffitte v. Robert Half Int'l Inc*. (2016) 1 Cal. 5th 480, 506 (affirming a 2.13 multiplier after finding that "[m]ultipliers can range from 2 to 4 or even higher.") (citation omitted).

The total hours Class Counsel expended on this action were reasonable and in line with comparable cases. While the lodestar cross-check is not required, Plaintiff notes that Class Counsel spent approximately 110.8 hours prosecuting the Action, which were divided among the attorneys working on this case according to skill level. Haber MFA Decl. ¶¶ 22, 23. Multiplying the total hours Class Counsel expended by their reasonable hourly rates yields a lodestar of $104,345.00. This amount, which does not include the time Class Counsel will spend

at the Final Approval Hearing and assisting the Administrator following final approval, surpasses the requested fee award of $75,000.00, resulting in a negative multiplier. The attorneys' hours were not duplicative and instead reflect not only the investigation and analysis that were required to achieve this Settlement, but also the efficient use of resources by experienced litigators. *Id*. ¶ 23. Moreover, Class Counsel assumed the risk and costs of litigation purely on a contingency basis, and the resources expended on the Action could have been allocated to other potentially lucrative cases. While Plaintiff is confident in the merits of his claims, a legitimate controversy exists as to each cause of action, posing an actual risk that Plaintiff may not certify a class and/or prevail at trial. Any of these potential obstacles could have prevented recovery, meaning Class Counsel would have been left without compensation for the time and money invested in litigating this case. Despite these risks, Class Counsel took this case on a contingency basis to ensure that Class Members (a particularly vulnerable group of hourly paid workers) received compensation for unpaid wages. Class Counsel were thus not able to focus on, or accept, other cases that could have resulted in greater, and less risky, monetary gain. *Id*. ¶ 24.

C. Class Counsel's Rates Are Similar to Those Approved by California Courts in Comparable Cases.

1. 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. ¶ 17. For example, Class Counsel's rates are well within the range of hourly rates reasonable in the Los Angeles legal marketplace for similar legal services achieving similar results. *Id*. In *Bronshteyn v. State of California*, the trial court approved and the California Court of Appeals affirmed plaintiff's counsel's 2022 hourly rates of $1,100 and $1,000 for the work performed by senior attorneys on an employment class action case. (*Bronshteyn v. Department of Consumer Affairs* (2025) 114 Cal.App.5th 537, 542, review denied (Dec. 17, 2025).) These rates were then augmented by a 1.75 lodestar multiplier and affirmed by the California Court of Appeals. *Id*. In *Suarez v. Bank of America, National Association*, the Northern District of California approved WLF's hourly rates of $1,500 for a senior partner and $1,000 for a senior attorney for work performed on an

employment class action and found the billing rates to be "normal and customary for timekeepers with similar qualifications and experience in the relevant market." *Suarez v. Bank of America, National Association* (N.D. Cal., Jan. 11, 2024, No. 18-CV-01202-LB) 2024 WL 150721, at *3. Moreover, in *Moreno v. Pretium Packaging, L.L.C.*, the Central District of California found WLF's multiplier of 2.57 for a wage-and-hour class action case to be reasonable "in light of the contingent nature of recovery, the complexity of the issues, and the result obtained." *Moreno v. Pretium Packaging, L.L.C.* (C.D. Cal. Aug. 6, 2021) No. 8:19-cv-02500-SB, 2021 WL 3673845, at *3. Haber MFA Decl. ¶ 17. The rates requested here are well in line with those found reasonable in *Bronshteyn Suarez* and *Moreno*.

Class Counsel's hourly rates are also reasonable when compared to rates charged within the relevant legal marketplace. *Id*. ¶ 18, Ex. 1. Class Counsel have also consistently been approved as class counsel by courts in California. *Id*. ¶¶ 7-9, 19. In light of the foregoing, considered against the risks of continued litigation and the importance of advocating for employment rights and a speedy recovery, the relief the Settlement provides represents a fair and reasonable result for Class Members and Aggrieved Employees, and Class Counsel respectfully request that the Court approve their $75,000.00 fee request.

IV. THE REQUEST FOR CLASS COUNSEL LITIGATION EXPENSES IS REASONABLE

The Settlement permits Class Counsel to seek reimbursement of litigation costs up to $15,000.00. Class Counsel's actual costs are $20,117.63. Haber MFA Decl. ¶ 25, Ex. 4. Since Class Counsel's costs exceeded the maximum of $15,000.00, Class Counsel requests the full $15,000.00 in attorney costs. *Id*. These costs were reasonable and necessary to prosecute this case and obtain the results achieved. *Id*.

V. THE REQUEST FOR CLASS REPRESENTATIVE SERVICE PAYMENT IS REASONABLE AND SHOULD BE APPROVED

Plaintiff also requests that he be awarded a Class Representative Service Payment of $5,000.00 for his role in obtaining the Settlement. In evaluating a service payment, the Court may consider: "(1) the risk, both financial and otherwise, the class representative faced in

bringing the suit; (2) the notoriety and personal difficulties encountered by the class representative; (3) the amount of time and effort spent by the class representative; (4) the duration of the litigation; and (5) the personal benefit received by the class representative as a result of the litigation." *Golba v. Dick's Sporting Goods, Inc.* (2015) 238 Cal.App.4th 1251, 1272; *Clark v. American Residential Services, LLC* (2009) 175 Cal.App.4th 785, 804.

Here, Plaintiff provided a declaration in support of Plaintiff's Motion for Preliminary Approval detailing the financial and reputational risks he faced in bringing the suit, the amount of time and effort he spent on this litigation, the duration of the litigation, and the personal benefit he will receive as a result. *See generally* Declaration of Oscar Mejorado in Support of Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement, filed on July 17, 2025 (ROA #85). Plaintiff deserves compensation for his role in obtaining in this Settlement on behalf of absent Class Members, especially since no Class Member objected to the requested award. Haber MFA Decl. ¶ 31. Accordingly, the award is reasonable in light of the substantial benefits conferred upon the Class as a result of Plaintiff's efforts.

VI. SETTLEMENT ADMINISTRATION COSTS ARE REASONABLE AND SHOULD BE APPROVED

The Parties agreed to hire ILYM as the Administrator in this case, which choice the Court preliminarily approved. The Administrator was responsible for (a) translating the mailing documents into Spanish; (b) printing and mailing the *Notice Of Proposed Class Action And Paga Settlement,* in both English and Spanish (referred to as "Notice Packet"); (c) receiving and processing requests for exclusion and objections to the Settlement, if applicable; (d) resolving Settlement Class Members' disputes over the number of workweeks Defendant has record of them working during the Class Period, which was pre-printed on their individualized Class Notice; (e) establishing a QSF account and calculating individual settlement award amounts; (f) processing and mailing settlement award checks; (g) handling tax withholdings as required by the Settlement and the law; (h) preparing, issuing and filing tax returns and other applicable tax forms; (i) handling the distribution of any unclaimed funds pursuant to the terms of the Settlement; and (j) performing other tasks as the Parties mutually agree to and/or the Court

orders ILYM Group to perform. Brown Decl. ¶ 3. The request for $4,995.00 for services rendered and to be rendered is therefore fair and reasonable.

VII. CONCLUSION

Based on the foregoing, Class Counsel respectfully request that the Court grant final approval of the Class Action and PAGA Settlement, approve Class Counsel's attorneys' fees in the amount of $75,000.00 and reimbursement of litigation expenses in the amount of $15,000.00, the Class Representative Service Payment in the amount of $5,000.00, PAGA Penalties in the amount of $20,000.00, and Administration Expenses in the amount of $4,995.00 to ILYM.

Dated: November 16, 2026

WILSHIRE LAW FIRM, PLC

By: _____

Benjamin H. Haber
Daniel J. Kramer
Angela Leong
Chase M. Stern
Karen L. Wallace

Attorneys for Plaintiff