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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE

JONNY FRANCO RAMIREZ, individually, and on behalf of all others similarly situated,

Plaintiff,

v.

TRENDNET, INC., a California corporation; and DOES 1 through 10, inclusive,

Defendants.

Case No.: 24STCV16332
Related Case No.: 25LBCV02386

[Assigned for all purposes to the Hon. Elihu M. Berle, Dept. 6]

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: February 3, 2027
Time: 9:00 a.m.
Dept.: 6

Complaint filed: June 28, 2024
Trial date: None Set

TO ALL INTERESTED PARTIES AND THEIR ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE that on February 3, 2027, at 9:00 a.m., in Department 6 of the above-captioned court, Spring Street Courthouse, located at 312 North Spring Street, Los Angeles, CA 90012, the Hon. Elihu M. Berle presiding, Plaintiff Jonny Franco Ramirez ("Plaintiff") will and hereby does move this Court for an Order:

1. Granting final approval of the proposed Settlement and Agreement;
2. Awarding a Class Counsel Fees Payment in the amount of $41,250.00 and a Class Counsel Litigation Expenses Payment in the amount of $26,247.90 for reasonable expenses;
3. Awarding Plaintiff an Enhancement Award in the amount of $10,000.00;
4. Awarding Administration Costs in the amount of $4,500.00 to Phoenix Class Action Administration Solutions ("Phoenix"); and
5. Approving PAGA Penalties in the amount of $6,250.00, pursuant the Private Attorneys General Act ("PAGA"), Lab. Code § 2698, *et seq*., allocated 65% ($4,062.50) to the California Labor and Workforce Development Agency ("LWDA") and 35% ($2,187.50) to Aggrieved Employees based on the number of PAGA Pay Periods worked during the PAGA Period.

This Motion is based on this Notice of Motion, Memorandum of Points and Authorities, the Declaration of Tyler J. Woods, the Declaration of Connor Tevenan, and on all records and documents on file, together with such oral and documentary evidence that may be presented at the hearing on this matter.

Dated: October 8, 2026

WILSHIRE LAW FIRM, PLC

By: _____
Tyler J. Woods

Attorneys for Plaintiff

TABLE OF CONTENTS

I. INTRODUCTION 5

II. THE SETTLEMENT MERITS FINAL APPROVAL 6

A. A Presumption of Fairness Exists 6

B. The Risks of Further Litigation 7

C. The Amount Offered in Settlement 7

D. The Extent of Discovery Completed and the Stage of the Proceedings 8

E. The Experience and Views of Counsel 8

F. The Presence of a Government Participant 8

G. The Reaction of Class Members to the Proposed Settlement 9

III. THE REQUEST FOR CLASS COUNSEL FEES IS REASONABLE 9

A. The Requested Fee Award is Fair and Reasonable Based on the Percentage-of-Recovery Method 10

B. A Lodestar Cross-Check Confirms the Reasonableness of the Requested Fee 10

C. Class Counsel's Rates Are Similar to Those Approved by California Courts in Comparable Cases. 12

IV. THE REQUESTED LITIGATION EXPENSES PAYMENT IS REASONABLE 13

V. THE REQUESTED ENHANCEMENT AWARD IS REASONABLE 13

VI. ADMINISTRATION COSTS ARE REASONABLE 14

VII. CONCLUSION 14

TABLE OF AUTHORITIES

State Cases

7-Eleven Owners for Fair Franchising v. Southland Corp. (2000) 85 Cal.App.4th 1135 7

Chavez v. Netflix, Inc. (2008) 162 Cal.App.4th 43 11

Dunk v. Ford Motor Co. (1996) 48 Cal.App.4th 1794 6

Golba v. Dick's Sporting Goods, Inc. (2015) 238 Cal. App. 4th 1251 13

Hernandez v. Restoration Hardware, Inc. (2018) 4 Cal.5th 260 10

Ketchum v. Moses (2001) 24 Cal.4th 1122 ..... 11, 13

Laffitte v. Robert Half Internat. Inc., 180 Cal. Rptr. 3d 136, 151 (Ct. App. 2014), *as modified* (Nov. 21, 2014), *review granted and opinion superseded sub nom. Laffitte v. Robert Half Int'l,* 342 P.3d 1232 (Cal. 2015), *and aff'd*, 1 Cal. 5th 480 (2016) 11

Lealo v. Beneficial California, Inc. (2000) 82 Cal.App.4th 19 9

Melnyk v. Robledo (1976) 64 Cal.App.3d 618 10

Munoz v. BCI Coca-Cola Bottling Co. of Los Angeles (2010) 186 Cal.App.4th 399 7

PLCM Group, Inc. v. Drexler (2000) 22 Cal.4th 1084 10

Roos v. Honeywell Int'l, Inc. (2015) 241 Cal.App.4th 1472 10

Serrano v. Priest (1977) 20 Cal. 3d 25 11

Singer v. Becton Dickinson and Co., No. 08-CV-821-IEG, 2010 WL 2196104 (S.D. Cal. June 1, 2010) 10

Sutter Health Uninsured Pricing Cases (2009) 171 Cal.App.4th 495 11

Vizcaino v. Microsoft Corp., 290 F.3d 1043 (9th Cir. 2002) 11

Wershba v. Apple Computer, Inc. (2001) 91 Cal.App.4th 224 ..... 7, 11

Wren v. RGIS Inventory Specialists, No. C-06-05778 JCS, 2011 WL 1230826 (N.D. Cal. Apr. 1, 2011) 10

MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

Plaintiff Jonny Franco Ramirez ("Plaintiff") seeks final approval of a non-reversionary Settlement with Defendant TRENDnet, Inc. ("Defendant") (collectively, the "Parties") and the Parties' Class Action and PAGA Settlement Agreement ("Agreement"). In short, the Agreement provides that the following payments will be deducted from the Gross Settlement Amount ("GSA") of $125,000.00:

1. A Class Counsel Fees Payment of $41,250.00 (one-third (1/3) of the GSA);
2. A Class Counsel Litigation Expenses Payment of $26,247.90;
3. An Enhancement Award to Plaintiff of $10,000.00;
4. Administration Costs of $4,500.00 to Phoenix Class Action Administration Solutions ("Administrator"); and
5. PAGA Penalties of $6,250.00 to settle claims under the Private Attorneys General Act ("PAGA"), Lab. Code § 2698, *et seq*., allocated 65% ($4,062.50) to the Labor and Workforce Development Agency ("LWDA"), and 35% ($2,187.50) to Aggrieved Employees based on the number of PAGA Pay Periods worked during the PAGA Period. *See* Declaration of Lucy Nguyen In Support of Plaintiff's Motion for Preliminary Approval, filed March 13, 2026 ("Nguyen Decl.") ¶ 26; *see also* Declaration of Connor Tevenan ("Tevenan Decl.") ¶ 14.

After these payments are deducted, the remainder (the "Net Settlement Amount") will be distributed to 26 Participating Class Members based on the 2,135 Workweeks worked during the Class Period. Tevenan Decl. ¶ 11.

The proposed Settlement, the product of diligent litigation and adversarial, arm's length negotiations, is a fair, adequate, and reasonable 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. Nguyen Decl. ¶ 23.

As of the time of filing, there have been no objections to or requests for exclusion from the Settlement and no Workweek/Pay Period disputes. Tevenan Decl. ¶¶ 8-10. A supplemental Administrator declaration will be filed after the Response Deadline of November 9, 2026. *See*

Id. The highest estimated Individual Class Payment is $5,422.44, the lowest is $17.21, and the average Individual Class Payment is approximately $1,413.54. *Id*. ¶ 13. The highest estimated Individual PAGA Payment is $300.60, the lowest is $22.55, and the average Individual PAGA Payment is approximately $168.27. *Id*. ¶ 14. In light of the favorable response from the Class, and the facts and law set forth below as well as in Plaintiff's March 13, 2026 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) directing distribution of Individual Class Payments to Participating Class Members; and 4) approving the Enhancement Award, PAGA Penalties, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and Administration Costs.

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.

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 arm's length bargaining with the assistance of an experienced mediator; (2) Plaintiff conducted 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* Nguyen Decl. ¶¶ 5-7, 15-

23. Class Counsel also presented evidence of their extensive experience in similar complex litigation. *Id*. ¶¶ 39-65. Finally, as of the filing of this Motion, no opt outs, objections, or workweek disputes have been received. Tevenan Decl. ¶¶ 8-10. 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 alleged claim. Nguyen Decl. ¶¶ 15-27. 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.

C. The Amount Offered in Settlement

The Settlement provides for a Gross Settlement Amount ("GSA") of $125,000.00, from which the Administrator will pay Class Counsel Fees and Litigation Expenses, the Enhancement Award, Administration Costs for administering the Class Notice and settlement funds, and PAGA Penalties. Tevenan Decl. ¶ 2. The remaining Net Settlement Amount, approximately $36,752.10, will be distributed on a pro rata basis as Individual Class Payments to 26 Participating Class Members according to the number of Workweeks they worked for Defendant

during the Class Period. *Id*. ¶ 12.

Having reviewed the Class Data produced by Defendant, the Administrator confirmed a total of 2,135 Workweeks in the Class Period. *Id*. ¶ 11. Accordingly, the estimated average Individual Class Payment to Participating Class Members is $1,413.54. *Id*. ¶ 13. Weighing the potential value of the class claims against the risk and expense of further litigation through trial, the Settlement provides substantial relief. *See, e.g*., Nguyen Decl. ¶¶ 17-23.

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

Class Counsel's investigation of the alleged claims, potential defenses, and applicable law was sufficient to allow Class Counsel to act 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. Nguyen Decl. ¶¶ 5, 6. Following Class Counsel's analysis of all available information, the Parties attended mediation on November 20, 2025, with the Hon. Daniel Buckley (Ret.), an experienced and respected retired judge and mediator. *Id.* ¶ 7. Extensive and adversarial arm's length negotiations resulted in the Settlement and memorialized in the Agreement. *Id.* ¶ 8, Ex. 1.

E. The Experience and Views of Counsel

Plaintiff is represented by Wilshire Law Firm, PLC. Declaration of Tyler J. Woods in Support of Motion for Final Approval ("Woods Decl.") ¶ 3. Class Counsel regularly prosecute wage and hour cases, including class and representative actions, and have successfully resolved many cases involving claims like those at issue here. *Id*. ¶¶ 4-18. Class Counsel have negotiated a settlement here that they believe is fair, adequate, and reasonable based on their extensive experience in this practice area. *Id*. ¶ 25.

F. The Presence of a Government Participant

The LWDA has received the required notice of this Settlement. On May 27, 2025, Plaintiff provided notice to the LWDA of the specific Labor Code provisions alleged to have been violated, including the facts and theories in support. Nguyen Decl. ¶ 4. On March 13, 2026, Plaintiff submitted a copy of the Agreement to the LWDA. *Id*. ¶ 9. The LWDA has not responded or objected to the Settlement. Woods Decl. ¶ 26.

G. The Reaction of Class Members to the Proposed Settlement

A court may properly infer that a class action settlement is fair, reasonable, and adequate when few class members object to or opt out of it. *Lealo v. Beneficial California, Inc.* (2000) 82 Cal.App.4th 19, 51. Here, Class Members' reaction to the Settlement has been favorable to date. Tevenan Decl. ¶¶ 8-10, *supra*.

When it granted preliminary approval, the Court also approved the method of providing notice to Class Members. On September 8, 2026, following a search of the National Change of Address database, the Administrator mailed the Class Notice to all Class Members. *Id*. ¶ 5. The Class Notice informed Class Members of the terms of the Settlement, the amount(s) of their Individual Class Payments and/or Individual PAGA Payments, how those amounts were calculated, their right to either participate in, opt out of, or object to the Settlement, how to dispute Workweeks and/or PAGA Pay Periods, the procedures and deadlines to submit a request for exclusion, objection, or dispute, the date, time, and place of the Final Approval Hearing, and instructions on how to appear at the Hearing. *See* Nguyen Decl. ¶ 8, Ex. 1, Ex. A. To date, in response to the Class Notice, the Administrator has received no requests for exclusion, no objections, and no disputes from Class Members. Tevenan Decl. ¶¶ 8-10.

Class Members' response to the Settlement has been overwhelmingly favorable, which 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, while "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 one third (1/3) of the GSA ($75,000) 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 v. Restoration Hardware, Inc.* (2018) 4 Cal.5th 260, 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 fees. 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 may be adjusted, based on 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 will 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. *See, e.g.*, *Ketchum v. Moses* (2001) 24 Cal.4th 1122, 1132-33 (approving the adjustment of the lodestar to ensure fair market value for legal services provided on a contingency basis); *see also Serrano v. Priest* (1977) 20 Cal. 3d 25, 48-49 (same). 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 Internat. Inc*., 180 Cal. Rptr. 3d 136, 151 (Ct. App. 2014), *as modified* (Nov. 21, 2014), *review granted and opinion superseded sub nom. Laffitte v. Robert Half Int'l,* 342 P.3d 1232 (Cal. 2015), *and aff'd*, 1 Cal. 5th 480 (2016) (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 spent 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 96.7 hours prosecuting the Action, which were divided among the attorneys working on this case according to skill level. Woods Decl. ¶¶ 20-22. Multiplying the total hours expended by Class Counsel by their reasonable hourly rates yields a lodestar of $79,315.00. *Id*. ¶ 20. This amount, which does not include the time Class Counsel will spend at the Final Approval Hearing and assisting the Administrator following final approval, far surpasses the requested fee award of $41,250.00, resulting in a negative multiplier. *Id*. ¶ 21. 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 attorneys experienced in this field. *Id*. ¶ 22. 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. *Id*. ¶ 23. Indeed, while Plaintiff is confident in the merits of his claims, a legitimate controversy exists as to each cause of action, posing an actual risk, for example, that Plaintiff may not certify a class and/or prevail at trial. Any of these 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. Consequently, Class Counsel were precluded from focusing on, or accepting, other cases that could have resulted in a larger, and less risky, monetary gain. *Id*.

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

Class Counsel's hourly rates are comparable to those charged by other class action plaintiffs' counsel and the firms defending class actions. Woods Decl. ¶ 16. For example, Class Counsel's rates are well within the range of hourly rates that the Los Angeles legal marketplace would compensate counsel for similar services accomplishing similar results. *Id*. In *Bronshteyn v. State of California*, Los Angeles County Superior Ct. No. 19SMCV00057, Order Granting Plaintiff's Motion for Statutory Attorneys' Fees and Costs filed March 30, 2023, an employment action brought by two small law firms (Levy, Vinick, Burrell & Hyams LLP and Law Offices of Wendy Musell), the court found that counsel's 2022 hourly rates of $1,100 and $1,000 per hour were reasonable for the plaintiff's five senior attorneys, including $1,000 per hour for the plaintiff's 23-year lead counsel and $850 per hour for a senior associate. *Id*. These rates were then augmented by a 1.75 lodestar multiplier and affirmed by the California Court of Appeals. *Id*. The rates (and multiplier) requested here are well in line with those found reasonable in *Bronshteyn*. In *Tran v. Golden State FC LLC*, *et al*. (LASC Case No. BC699931), Fee Order filed 4/8/2022, the court found hourly rates of $1,300 per hour reasonable for plaintiff's 32-year attorney and $1,000 per hour reasonable for a 14-year attorney. *Id*. The negative multiplier here is even more compelling given that "[t]he contingent fee compensates the lawyer not only for the legal services he renders

but for the loan of those services." *Ketchum v. Moses* (2001) 24 Cal.4th 1122, 1132.

In light of the foregoing, considering 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. Accordingly, Class Counsel respectfully requests the Court approve the request for $41,250.00 in attorneys' fees.

IV. THE REQUESTED LITIGATION EXPENSES PAYMENT IS REASONABLE

The Settlement provides for reimbursement of Class Counsel's litigation costs up to $27,500.00. The actual costs are $25,947.90, and Class Counsel anticipates incurring an additional $300.00 in filing and service fees, for a total of $26,247.90. Woods Decl. ¶ 24, Ex. 3. The amount remaining, $1,252.10, will revert to the Net Settlement Amount for distribution to Participating Class Members. *Id*. The request for Class Counsel Litigation Expenses is reasonable, and such costs should be reimbursed.

V. THE REQUESTED ENHANCEMENT AWARD IS REASONABLE

The Agreement provides for an Enhancement Award of $10,000.00 to Plaintiff as Class Representative, which is intended to compensate "the work and risk undertaken on behalf of the class." *Golba v. Dick's Sporting Goods, Inc.* (2015) 238 Cal. App. 4th 1251, 1272. In evaluating a proposed service payment or enhancement award, 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." *Id*.

Here, Plaintiff provided a declaration in support of Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement detailing the risks he faced in bringing the suit, the amount of time he spent on this litigation, the duration of the litigation, and the benefits to him and the Class as a result. *See* Declaration of Jonny Franco Ramirez, filed on March 13, 2026. Plaintiff deserves compensation for his role in the litigation, without which there would be no Settlement.

To date, no Class Member has objected to the Enhancement Award, which further

supports a finding that the award is reasonable. *See* Tevenan Decl. ¶ 9.

VI. ADMINISTRATION COSTS ARE REASONABLE

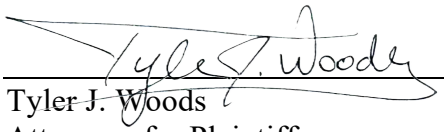
The Agreement provides for the appointment of Phoenix Settlement Administrators ("Phoenix") as the Administrator, which the Court preliminarily approved. Phoenix has been responsible for (i) preparing, printing, translating, and mailing the Notice of Class Action and PAGA Settlement and Hearing Date for Final Court Approval ("Class Notice"); (ii) responding to inquiries from Class Members; (iii) calculating the number of Workweeks each Class Member worked during the Class Period, from January 2, 2020, through January 7, 2026, and the number of PAGA Pay Periods that each Aggrieved Employee worked during the PAGA Period, from May 27, 2024, through January 7, 2026; (iv) validating Requests for Exclusion, Objections, and/or Workweek disputes; (v) calculating the Net Settlement Amount, Individual Class Payments, and Individual PAGA Payments; (vi) issuing and distributing Individual Class Payments to Participating Class Members and Individual PAGA Payments to Aggrieved Employees; (vii) issuing the LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Enhancement Award, and all payroll tax information to the appropriate taxing authorities; and (viii) such other tasks as set forth in the Agreement, as the Parties mutually agree, or as the Court orders. Tevenan Decl. ¶ 2. The request of $4,500.00 for services rendered and to be rendered by Phoenix is therefore fair and reasonable.

VII. CONCLUSION

Based on the foregoing, Class Counsel respectfully requests that the Court grant final approval of the Settlement and finally approve PAGA Penalties of $6,250.00, an Enhancement Award of $10,000.00, a Class Counsel Fees Payment of $41,250.00, a Class Counsel Litigation Expenses Payment of $26,247.90, and Administration Costs of $4,500.00.

Dated: October 8, 2026

WILSHIRE LAW FIRM, PLC

By: 

Tyler J. Woods
Attorneys for Plaintiff