NICHOLAS & TOMASEVIC, LLP
Craig M. Nicholas (SBN 178444)
Shaun Markley (SBN 291785)
Jordan Belcastro (SBN 339570)
225 Broadway, 19th Floor
San Diego, California 92101
Tel: (619) 325-0492 | Fax: (619) 325-0496
Email: cnicholas@nicholaslaw.org
Email: smarkley@nicholaslaw.org
Email: jbelcastro@nicholaslaw.org

MARQUEE LAW GROUP
F. Shawn Azizollahi (SBN 268116)
shawn@marqueelaw.com
Poya Ghasri (SBN 268119)
poya@marqueelaw.com
Tuvia Korobkin (SBN 268066)
tuvia@marqueelaw.com
Gary Brotman (SBN 287726)
gary@marqueelaw.com
9100 Wilshire Boulevard, Suite 445 East Tower
Beverly Hills, California 90212
(310) 275-1844 telephone
(310) 275-1801 fax

Attorneys for Plaintiffs,
DANA BECERRA and SABRINA NORSWORTHY, individuals,
on behalf of themselves and all others similarly situated

**Electronically FILED by
Superior Court of California,
County of Los Angeles
11/16/2026 5:00 PM
David W. Slayton,
Executive Officer/Clerk of Court,
By S. Drew, Deputy Clerk**

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF LOS ANGELES

DANA BECERRA and SABRINA NORSWORTHY, individuals, on behalf of themselves and all others similarly situated,

Plaintiffs,

vs.

HUNGRY MARKETPLACE, INC., a Delaware corporation; and DOES 1 through 100, inclusive,

Defendants.

Case No. 22STCV37436
[Unlimited Jurisdiction] [Complex] [Class Action]

Assigned for All Purposes to:
The Hon. William F. Highberger, Dept. SSC-10

MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT OF PLAINTIFFS' MOTION FOR FINAL APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT

[Filed concurrently with Notice of Motion; Declarations of S. Markley, T. Korobkin, and N. Beltran]

Date: December 15, 2026
Time: 11:00 a.m.
Dept.: SSC-10

Action Filed: November 30, 2022
Trial Date: None Set

TABLE OF CONTENTS

I. INTRODUCTION 1

II. RELEVANT BACKGROUND 2

A. Nature of the Case. 2

B. Summary of the Litigation and Mediation Efforts. 2

C. Investigation and Discovery Efforts. 3

D. Settlement Terms. 4

E. Preliminary Approval, Notice Administration, and Response of the Class. 4

III. ARGUMENT: FINAL APPROVAL SHOULD BE GRANTED 5

A. The Court Should Grant Final Approval. 5

1. Legal Standard. 5

2. The Settlement Agreement Is Entitled to a Presumption of Fairness. 6

3. The Settlement is a Fair, Adequate, and Reasonable Compromise of the Disputed Class Certification and Merits Issues and Warrants Approval. 6

a. Risk, Expense, Complexity and the Likely Duration of Further Litigation. 6

b. The Amount of the Settlement Compared with Potential Recovery. 7

4. The Extent of Discovery Completed, Stage of the Proceedings, and Experience and Views of Counsel. 8

5. The Class's Response Also Shows That the Settlement Is Fair, Adequate, and Reasonable. 8

6. Unclaimed Funds Will Go to the State Controller in Class Members' Names. 8

B. The Court Should Confirm Certification of the Settlement Class. 8

C. The Court Should Grant Attorneys' Fees and Costs......9

1. As the Prevailing Parties, Plaintiffs and the Settlement Class Are Entitled to Recover Their Attorneys' Fees. 10

2. California Favors Class Counsel Receiving One-Third of the Total Settlement Amount in Employment Class Actions. 10

3. A Lodestar Crosscheck Supports Approving the Attorneys' Fees Sought. 10

4. Class Counsel Reasonably Incurred Litigation Costs and Expenses that Should Also Be Reimbursed. 11

D. The Administrative Costs Are Warranted Here......12

E. The Service Awards to Named Plaintiffs Are Reasonable......12

F. The PAGA Penalties Should Be Approved as Adequate and Reasonable Also. 13

IV. CONCLUSION 14

TABLE OF AUTHORITIES

CASES

7-Eleven Owners for Fair Franchising v. Southland Corp.
(2000) 85 Cal.App.4th 1135 8

Ayala v. Antelope Valley Newspapers, Inc.
(2014) 59 Cal.4th 522 9

B.W.I. Custom Kitchen v. Owens-Illinois, Inc.
(1987) 191 Cal.App.3d 1341 9

Cellphone Fee Termination Cases
(2010) 186 Cal.App.4th 1380 12

Chavez v. Netflix, Inc.
(2008) 162 Cal.App.4th 43 10

Clark v. American Residential Services LLC
(2009) 175 Cal.App.4th 785 12

Davis v. City of San Diego
(2003) 106 Cal.App.4th 893 11

Dunk v. Ford Motor Co.
(1996) 48 Cal.App.4th 1794 ..... 5, 6

Dynamex Operations West, Inc. v. Superior Court
(2018) 4 Cal.5th 903 9

Graham v. DaimlerChrysler Corp.
(2004) 34 Cal.4th 553 11

In re Online DVD-Rental Antitrust Litigation
(9th Cir. 2015) 779 F.3d 934 13

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

Kullar v. Foot Locker Retail, Inc.
(2008) 168 Cal.App.4th 116 6

Laffitte v. Robert Half Internat. Inc.
(2016) 1 Cal.5th 480 ..... 10, 11

Maria P. v. Riles
(1987) 43 Cal.3d 1281 10

McGhee v. Bank of America
(1976) 60 Cal.App.3d 442 9

Moniz v. Adecco USA, Inc.
(2021) 72 Cal.App.5th 56 14

Munoz v. BCI Coca-Cola Bottling Co. of Los Angeles
(2010) 186 Cal.App.4th 399 13

Noel v. Thrifty Payless, Inc.
(2019) 7 Cal.5th 955 9

Serrano v. Priest
(1977) 20 Cal.3d 25 10

Shaw v. Toshiba America Information Systems, Inc.
(E.D.Tex. 2000) 91 F.Supp.2d 942 10

Staton v. Boeing Co.
(9th Cir. 2003) 327 F.3d 938 13

Turrieta v. Lyft, Inc.
(2024) 16 Cal.5th 664 14

Wershba v. Apple Computer, Inc.
(2001) 91 Cal.App.4th 224 ..... 5, 6, 11

STATUTES

Code Civ. Proc., § 1021.5 10

Code Civ. Proc., § 382 8

Former Lab. Code, § 2699 14

Lab. Code, § 1194 ..... 10, 12

Lab. Code, § 218.5 ..... 10, 12

Lab. Code, § 226 10

Lab. Code, § 2699 14

Lab. Code, § 2776 7

Lab. Code, § 2777 7

Lab. Code, § 2802 ..... 10, 12

RULES

Cal. Rules of Court, rule 3.769(b) 11

Cal. Rules of Court, rule 3.771(b) 14

Cal. Rules of Prof. Conduct, rule 1.5.1 11

TREATISES

Posner, Richard A., *Economic Analysis of Law* (4th ed. 1992) 11

I. INTRODUCTION

Plaintiffs Dana Becerra and Sabrina Norsworthy ("Plaintiffs") seek final approval of the Class Action and PAGA Settlement Agreement and Release ("Settlement")[1] they entered with Defendant Hungry Marketplace, Inc. ("Defendant" or "Hungry"). The Settlement resolves the class and PAGA claims Ms. Becerra brought in this action and the PAGA claims Ms. Norsworthy brought in a separate action, now consolidated in the operative Second Amended Complaint ("SAC" filed 10/21/2025). Plaintiffs claimed that Hungry misclassified its California delivery drivers, whom it called "Captains," as independent contractors and, as a result, failed to pay all wages owed, provide meal and rest periods, and reimburse business expenses, among other violations.

Following preliminary approval, the class reacted very positively to the Settlement. The Settlement Administrator, ILYM Group, Inc. ("ILYM"), mailed the approved Notice to all 452 Class Members, and only one Notice remains undeliverable after skip tracing. (Declaration of Nathalie Beltran of ILYM Group, Inc. ("Admin. Dec."), ¶¶ 7-10.) There were no objections, no Workweek or Pay Period disputes, and no requests for exclusion. (*Id.* ¶¶ 11-13.) This is unsurprising given the $2,782,000 in gross recovery and the roughly $3,215 average net recovery for Class Members. (*Id.* ¶¶ 16-17.)

As set out below, Plaintiffs seek final approval of the Settlement as fair, reasonable, and adequate. They also seek confirmation of the certification of the Settlement Class. Additionally, they ask the Court to approve the requests for attorneys' fees, costs, service awards, the PAGA allocation, and administrative costs. In light of the excellent recovery obtained in this case resulting from Plaintiffs' and their counsels' efforts, these amounts are well deserved.

/ / /

/ / /

/ / /

[1] *See* Declaration of Shaun Markley in Support of Motion for Final Approval ("Markley Dec."), Ex. 1 ("Settlement"). Unless otherwise stated herein, all capitalized terms in this Motion are the same as set forth in the Settlement. References to the "Markley Dec." and "Korobkin Dec." are to the declarations filed concurrently with this Motion. References to the "Becerra PA Dec." and "Norsworthy PA Dec." are to Plaintiffs' declarations filed 12/23/2025 in support of preliminary approval.

II. RELEVANT BACKGROUND

A. Nature of the Case.

As detailed further in the Motion for Preliminary Approval (filed 12/23/2025 ["Preliminary Approval Motion"]), this is an independent contractor misclassification case alleging that Hungry, a meal delivery and catering company, improperly classified its delivery workforce as "independent contractors" rather than employees. (Korobkin PA Dec., ¶ 10.) Plaintiffs and the Settlement Class are the drivers who completed batches of deliveries of Hungry meals to its customers in California. (*Id.* ¶¶ 10, 15.) The SAC asserts claims for failure to reimburse expenses, failure to provide accurate wage statements, failure to pay overtime and minimum wages, failure to provide meal and rest periods, unfair business practices, willful failure to pay final wages, derivative violations of the Unfair Competition Law, and it seeks civil penalties under the Labor Code Private Attorneys General Act ("PAGA"). (*See* SAC.)

B. Summary of the Litigation and Mediation Efforts.

As spelled out in the Preliminary Approval Motion in more detail, Ms. Becerra submitted her PAGA notice to the Labor and Workforce Development Agency ("LWDA") on November 9, 2022 and filed this action on November 30, 2022. (Settlement, §§ 2.1-2.2.) Hungry moved to compel arbitration, and this Court granted the motion in full, striking the class claims, sending Ms. Becerra's individual claims to arbitration, and staying the representative PAGA claim. Notice of Ruling (filed 9/7/2023). The parties then mediated with Hon. Steven Denton (Ret.) in January 2024 without success, and Ms. Becerra initiated arbitration with the American Arbitration Association, where the parties exchanged written discovery and carried out other arbitration proceedings. (Declaration of Shaun Markley in Support of Motion for Preliminary Approval ("Markley PA Dec."), ¶¶ 15-16.)

Meanwhile, Ms. Norsworthy sued Hungry in Alameda County Superior Court and, after submitting her own PAGA notice on June 22, 2023, added PAGA claims. (Korobkin PA Dec., ¶ 11.) In that action, the parties engaged in extensive litigation. They completed written discovery, mediated unsuccessfully with Jonathan Andrews, Esq., and took depositions. (*Id.* ¶ 12.) Hungry

moved to stay Ms. Norsworthy's PAGA claims, to compel arbitration, and for summary adjudication of the PAGA claims. (*Id.*) Each motion was denied. (*Id.*[2])

The parties in both actions then attended a global mediation with Hon. Richard Stone (Ret.) on August 24, 2024. (Settlement, § 2.6.) Judge Stone continued working with the parties after the session and made a mediator's proposal that both sides accepted on November 25, 2024. (*Id.*; Korobkin PA Dec., ¶ 13.) The parties executed the long-form Settlement in August 2025, and Plaintiffs filed the SAC consolidating Ms. Becerra's class and PAGA claims and Ms. Norsworthy's PAGA claims in this action. (*Id.* ¶¶ 13-14.) In short, the parties settled only after three mediations and continued discussions with the third mediator along with protracted litigation and arbitration proceedings which were necessary to bring about the strong result obtained here.

C. Investigation and Discovery Efforts.

As further described at the preliminary approval stage, Plaintiffs had ample information on which to make an informed settlement decision. To briefly summarize:

- Through counsel's prefiling investigation, Plaintiffs obtained Hungry's Consulting Agreement with its Captains, dispatch communications, driver requirements, and public materials describing Hungry's business. (Markley Dec., ¶ 14.)
- Through formal discovery in the Norsworthy action and Ms. Becerra's arbitration, the parties exchanged written discovery, and Ms. Norsworthy was deposed. (Korobkin PA Dec., ¶ 12; Markley PA Dec., ¶ 16.)
- Through an informal mediation exchange, Hungry produced payroll and other records for most putative class members, its relevant policies, and class size and workweek data, which Plaintiffs' expert data analyst used to build the damages model. (Korobkin PA Dec., ¶¶ 21, 26-33.)

[2] Ms. Norsworthy's action also included individual wrongful termination claims, which were resolved through a separate settlement agreement. (Korobkin PA Dec., ¶ 12, fn. 1.) All of the litigation work described here pertained, in whole or in part, to the class and PAGA claims resolved by the Settlement. (*Id.*)

D. Settlement Terms.

The Settlement covers all delivery drivers Hungry classified as independent contractors who worked with Hungry in California between November 9, 2021 and July 16, 2026, the date of preliminary approval. (Settlement, §§ 1.4, 1.11.) Hungry will pay a non-reversionary Gross Settlement Amount of $2,782,000.00, or roughly $645 per workweek. (*Id.* §§ 4.1, 9.) That amount reflects a 7% increase over the original $2,600,000 because the Class worked 4,314 workweeks, roughly 17% more than Hungry's 3,685-workweek estimate at mediation, which triggered the escalator clause. (*Id.* § 9; Declaration of Jina Lee (filed 7/8/2026) ("Lee Dec."), ¶ 3.) Other notable settlement provisions include:

- Of the $2,782,000, the following amounts are set to come out subject to Court approval:
  - Class Counsel's attorneys' fees of one-third of the common fund, or $927,333.33, and costs not to exceed $75,000 (Settlement, § 4.2.2);
  - Service awards of $10,000 each to Plaintiffs (*id.* § 4.2.1);
  - A PAGA payment of $400,000, with $300,000 (75%) to the LWDA and $100,000 (25%) to PAGA Employees (*id.* § 4.2.5); and
  - Administration costs not to exceed $10,000 (*id.* § 4.2.3).
- This leaves a Net Settlement Amount of roughly $1,353,016.67, plus $100,000 in Individual PAGA Payments, or roughly $3,215 per Class Member on average. (Admin. Dec., ¶¶ 16-17.) No claim form is required. (Settlement, § 4.1.)
- Payments are distributed pro rata by Workweeks (and Pay Periods for Individual PAGA Payments), and the funds from any check uncashed after 180 days go to the California Controller's Unclaimed Property Fund in the Class Member's name. (*Id.* §§ 4.2.4, 4.2.5.1, 5.3.1, 5.3.4.)
- Participating Class Members release claims alleged or that reasonably could have been alleged based on the allegations of the operative complaint during the Class Period, but only for workweeks in which Hungry classified them as independent contractors. (*Id.* § 6.2.) PAGA Employees release PAGA claims based on the allegations in Plaintiffs' PAGA notices and the operative complaint. (*Id.* § 6.3.)

E. Preliminary Approval, Notice Administration, and Response of the Class.

At the initial preliminary approval hearing, the Court directed the parties to verify the workweek total and the end of the Class Period to determine whether the escalator was triggered, and to correct typographical errors. (Minute Order [4/30/2026].) Hungry confirmed the escalator

was triggered and elected to increase the Gross Settlement Amount, and the parties submitted an amended Class Notice. (Lee Dec., ¶¶ 2-3; Supplemental Declaration of Tuvia Korobkin (filed 7/8/2026) ("Supp. Korobkin PA Dec."), ¶¶ 3-6.) The Court granted preliminary approval on July 16, 2026. (Order Granting Preliminary Approval ("PA Order").)

On August 26, 2026, ILYM mailed the Notice to all 452 Class Members identified in Hungry's records, after updating their addresses through the National Change of Address database. (Admin. Dec., ¶¶ 5-7, Ex. A.) Eighty-six Notices were returned undeliverable; ILYM re-mailed 85 to updated addresses located through skip tracing, and one remains undeliverable. (*Id.* ¶¶ 8-10.) In all, the Notice reached 451 of the 452 Class Members, or 99.8 percent. (*Id.* ¶¶ 7-10.)

By the October 26, 2026 Response Deadline (November 9 for re-mailed Notices), there were no objections, no Workweek or Pay Period disputes, and no requests for exclusion, leaving all 452 Class Members as Participating Class Members. (*Id.* ¶¶ 11-15.)

III. ARGUMENT: FINAL APPROVAL SHOULD BE GRANTED

The Court should grant final approval of the Settlement as fair, adequate, and reasonable and confirm certification of the Settlement Class. The Court should also grant the requested attorneys' fees and costs, the service awards, the PAGA payment to the LWDA, and the administrator payment.

A. The Court Should Grant Final Approval.

1. Legal Standard.

Approval of a class settlement is committed to the sound discretion of the Court. (*Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 234-235.) The Court's inquiry "'must be limited to the extent necessary to reach a reasoned judgment that the agreement is not the product of fraud or overreaching by, or collusion between, the negotiating parties, and that the settlement, taken as a whole, is fair, reasonable and adequate to all concerned.'" (*Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1801.) The relevant factors include "the strength of plaintiffs' case, the risk, expense, complexity and likely duration of further litigation, the risk of maintaining class action status through trial, the amount offered in settlement, the extent of discovery completed and the stage of the proceedings, the experience and views of counsel, the presence of a governmental participant, and the reaction of the class members to the proposed settlement." (*Ibid.*) "The list of factors is not

exclusive and the court is free to engage in a balancing and weighing of factors depending on the circumstances of each case." (*Wershba*, *supra*, 91 Cal.App.4th at p. 245.)

A settlement is presumed fair where "(1) the settlement is reached through arm's-length bargaining; (2) investigation and discovery are 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." (*Dunk*, *supra*, 48 Cal.App.4th at p. 1802.) The Court must also "receive and consider enough information about the nature and magnitude of the claims being settled, as well as the impediments to recovery, to make an independent assessment of the reasonableness of the terms to which the parties have agreed." (*Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 133.) As explained below, this Settlement readily meets California's standard for final approval.

2. The Settlement Agreement Is Entitled to a Presumption of Fairness.

Each *Dunk* criterion is satisfied. The parties settled only after extensive arbitration and litigation in two, now-merged, matters including litigating dispositive motions and attending three mediations, culminating in Judge Stone's mediator's proposal. (*See* Section II(B), *supra*.) Plaintiffs obtained substantial information through formal discovery in two forums and the mediation exchange which was sufficient to permit expert analysis of Hungry's data and potential exposure. (*See* Section II(C), *supra*.) Class Counsel have ample experience in class actions and specifically independent contractor misclassification litigation. (Markley Dec., ¶¶ 3-11; Korobkin Dec., ¶ 2-8.) And no Class Member objected or opted out. (Admin. Dec., ¶¶ 11, 13.) This is unsurprising given the per workweek value at issue and average recovery which is well above the norm. The Court may therefore presume the Settlement is fair.

3. The Settlement is a Fair, Adequate, and Reasonable Compromise of the Disputed Class Certification and Merits Issues and Warrants Approval.

a. Risk, Expense, Complexity and the Likely Duration of Further Litigation.

This case faced several obstacles – some realized, some overcome, and others still ahead. As an initial matter, as this Court already ruled, many of the claims being resolved could have been compelled to arbitration like with Ms. Becerra's. (Notice of Ruling [filed 9/7/2023].) Hungry

maintained that its arbitration agreements would likewise prevent Plaintiffs from representing other drivers on a classwide basis. (Korobkin PA Dec., ¶ 18.) The arbitration obstacle posed real risk to any class recovery at the certification and post-certification phases of this case. (Markley PA Dec., ¶ 14; Korobkin PA Dec., ¶ 12.)

Other major hurdles would have followed, too. On the merits, Hungry contended that its Captains satisfied the ABC test or fell within the referral agency or business-to-business exemptions (Lab. Code, §§ 2776-2777). Regarding certification, Hungry contended that individual questions about each driver's overtime, breaks, and expenses would defeat certification; and that its good-faith defenses would bar the derivative penalty claims and justify reducing any PAGA penalties. (Korobkin PA Dec., ¶¶ 16-20.) Even if Plaintiffs overcame these defenses, the case would have required further discovery, class certification motion work, and further decertification and additional summary judgment motions, trial, and appeals. (*Id.* ¶ 37.) In Class Counsel's experienced view, these risks justified accepting the Settlement which was a fair and reasonable percent of the realistic recovery in this case. (Markley Dec., ¶ 18; Korobkin Dec., ¶ 15.)

b. The Amount of the Settlement Compared with Potential Recovery.

The amount recovered compared with the potential recovery further supports final approval. As detailed in the Preliminary Approval Motion, Plaintiffs' expert-assisted analysis valued the class's claims at approximately $5,622,083 at maximum, and at a realistic value of approximately $2,629,002 after discounting for the risks of not obtaining class certification, losing on the merits, and reduction of penalties. (Korobkin PA Dec., ¶¶ 26-33.)

That analysis used Hungry's mediation estimate of 3,685 workweeks. (*Id.* ¶¶ 27-30.) Extrapolating those amounts to the 4,314 workweeks the Class actually worked increases the realistic value to roughly $3,077,752 and the maximum value to roughly $6,581,728. (Markley Dec., ¶ 19.) Using these figures, the $2,782,000 Settlement recovers approximately 90% of the realistic value of the class's claims and 42% of their maximum value. That is an excellent result in any case, and particularly in one where the lead Plaintiff had already been compelled to individual arbitration. The Court should find that this factor favors approval.

4. The Extent of Discovery Completed, Stage of the Proceedings, and Experience and Views of Counsel.

Plaintiffs obtained adequate information before settling, including formal discovery in two forums in addition to the mediation data exchange which enabled Plaintiffs' expert's damages analysis. (*See* Section II(C), *supra*.) The parties also had the benefit of this Court's arbitration ruling and the rulings on Hungry's motions in the Norsworthy action. Counsel are well-versed in wage-and-hour and independent contractor misclassification litigation and believe this is a just and fair result for the Class. (Markley Dec., ¶ 3-11; Korobkin Dec., ¶ 2-8.)

5. The Class's Response Also Shows That the Settlement Is Fair, Adequate, and Reasonable.

Few objections or requests for exclusion further support final approval. (*See 7-Eleven Owners for Fair Franchising v. Southland Corp.* (2000) 85 Cal.App.4th 1135, 1152-1153 [nine objections and 80 opt-outs from a class of 5,454 supported presumption of fairness].) Here, after direct notice, not a single Class Member objected or opted out. (Section II(E), *supra*.) The LWDA received the Settlement in April 2026 and has not commented or objected. (Korobkin Dec., ¶ 31.) The Class's response confirms that the Settlement is fair and reasonable.

6. Unclaimed Funds Will Go to the State Controller in Class Members' Names.

Rather than designate a cy pres recipient, the Settlement directs ILYM to transmit the funds from any uncashed check to the California Controller's Unclaimed Property Fund in the Class Member's name. (Settlement, § 5.3.4.) Those funds remain the Class Member's property and can be claimed from the Controller. (*Id.*)

B. The Court Should Confirm Certification of the Settlement Class.

The Court already analyzed the Code of Civil Procedure § 382 factors which authorize a class action "when the question is one of a common or general interest, of many persons, or when the parties are numerous, and it is impracticable to bring them all before the court." The Court conditionally certified the Settlement Class at preliminary approval (PA Order, ¶ 1), and nothing since calls that determination into question. The Settlement Class is defined by objective criteria—drivers Hungry classified as independent contractors who worked with Hungry in California during

the Class Period—and its 452 members were identified from Hungry's records and sent individual notice. (Settlement, § 1.4; Admin. Dec., ¶¶ 5, 7.) The class is therefore ascertainable and numerous. (*Noel v. Thrifty Payless, Inc.* (2019) 7 Cal.5th 955, 980.)

Common questions also predominate. The central question—whether Hungry misclassified its Captains—turns on Hungry's uniform classification of its California drivers and the common terms on which it engaged them. (Korobkin PA Dec., ¶¶ 10, 15-16.) Employee-status questions like this one are well suited to classwide resolution. (*See Ayala v. Antelope Valley Newspapers, Inc.* (2014) 59 Cal.4th 522, 528, 533 [certification turns on whether there is "a common way to show" the hirer's right of control]; *Dynamex Operations West, Inc. v. Superior Court* (2018) 4 Cal.5th 903, 917 [class certification order in misclassification case was correct].) The derivative claims rise or fall with that question, and Hungry's defenses are common as well. (Korobkin PA Dec., ¶¶ 16, 19-20.)

Finally, Ms. Becerra's[3] claims are typical of the class because, like every Class Member, she made deliveries for Hungry in California while classified as an independent contractor, and her claims arise from that same classification. (Becerra PA Dec., ¶ 2; *see B.W.I. Custom Kitchen v. Owens-Illinois, Inc.* (1987) 191 Cal.App.3d 1341, 1347 [representative need only be "similarly situated"].) She has no interests antagonistic to the Class—she committed to fairly and adequately consider the other drivers' interests along with her own. (Becerra PA Dec., ¶ 2.) Class Counsel are experienced in this exact type of litigation. (*McGhee v. Bank of America* (1976) 60 Cal.App.3d 442, 450; Markley Dec., ¶ 3-11; Korobkin Dec., ¶ 2-8.)

The Court should therefore confirm certification of the Settlement Class in the judgment.

C. The Court Should Grant Attorneys' Fees and Costs.

Class Counsel seek one-third of the Gross Settlement Amount, or $927,333.33, in attorneys' fees, and $59,113.73 in litigation costs. The Court should grant these requests.

[3] As noted above, Ms. Norsworthy does not serve as a class representative, only as a representative for the PAGA claim. (Settlement, § 1.12; Prelim. Approval Order, ¶ 2.)

1. As the Prevailing Parties, Plaintiffs and the Settlement Class Are Entitled to Recover Their Attorneys' Fees.

Plaintiffs and the Class, as prevailing plaintiffs in settlement, are entitled to recover their attorneys' fees and costs. (*See* Lab. Code, §§ 218.5, 226, subd. (e), 1194, subd. (a), 2802, subd. (c); Code Civ. Proc., § 1021.5; *Maria P. v. Riles* (1987) 43 Cal.3d 1281, 1290-1291.) The Settlement authorizes a fee of up to one-third of the Gross Settlement Amount, Hungry does not oppose that request, and the amended Notice disclosed the $927,333.33 figure to the Class without any objection. (Settlement, § 4.2.2; Supp. Korobkin PA Dec., Ex. 5; Admin. Dec., ¶ 13.)

2. California Favors Class Counsel Receiving One-Third of the Total Settlement Amount in Employment Class Actions.

When class litigation establishes a monetary fund, "the court may determine the amount of a reasonable fee by choosing an appropriate percentage of the fund created." (*Laffitte v. Robert Half Internat. Inc.* (2016) 1 Cal.5th 480, 503; *see also Serrano v. Priest* (1977) 20 Cal.3d 25, 34 [common fund doctrine].) And "[e]mpirical studies show that, regardless whether the percentage method or the lodestar method is used, fee awards in class actions average around one-third of the recovery." (*Chavez v. Netflix, Inc.* (2008) 162 Cal.App.4th 43, 66, fn. 11, quoting *Shaw v. Toshiba America Information Systems, Inc.* (E.D.Tex. 2000) 91 F.Supp.2d 942, 972.) The request for one-third here is fair, adequate, and reasonable.

3. A Lodestar Crosscheck Supports Approving the Attorneys' Fees Sought.

"A lodestar cross-check thus provides a mechanism for bringing an objective measure of the work performed into the calculation of a reasonable attorney fee." (*Laffitte*, *supra*, 1 Cal.5th at p. 504.) Only an imputed multiplier "far outside the normal range" gives the court "reason to reexamine its choice of a percentage." (*Ibid.*) And courts conducting a cross-check "have generally not been required to closely scrutinize each claimed attorney-hour." (*Id.* at p. 505.)

Here, Class Counsel collectively logged 776.5 hours at their customary rates, for a combined lodestar of $570,802.50: 229.5 hours and $140,037.50 for Nicholas & Tomasevic, LLP, and 547 hours and $430,765 for Marquee Law Group, APC. (Markley Dec., ¶ 21; Korobkin Dec., ¶ 22.) That time was reasonable given the history of this case: two separate actions – arbitration motion practice

in this Court and further arbitration proceedings in addition to mediating – add to that heavy litigation in the Norsworthy action with full discovery, a motion to stay, summary adjudication motion, arbitration motion, further mediations, and related proceedings. (*Id.*) Class Counsel's rates, ranging from $450 to $925 per hour for attorneys, are within the market range for complex class action work and have been approved by other courts, and are also reasonable based on the evidence included with counsel's declarations. (*Id.*; *see Davis v. City of San Diego* (2003) 106 Cal.App.4th 893, 903-904 [upholding rate supported by counsel's uncontradicted evidence of experience and prior approvals].)

The requested fee represents a multiplier of roughly 1.62. That is within the normal range. (*Wershba*, *supra*, 91 Cal.App.4th at p. 255 ["Multipliers can range from 2 to 4 or even higher."]; *Laffitte*, *supra*, 1 Cal.5th at p. 487 [affirming fee reflecting multiplier of 2.03 to 2.13].) It is also justified by the contingent nature of the representation. "One of the most common fee enhancers . . . is for contingency risk." (*Graham v. DaimlerChrysler Corp.* (2004) 34 Cal.4th 553, 579.) A contingent fee "must be higher than a fee for the same legal services paid as they are performed." (*Ketchum v. Moses* (2001) 24 Cal.4th 1122, 1132-1133, quoting Posner, *Economic Analysis of Law* (4th ed. 1992) pp. 534, 567.) Class Counsel litigated this case for nearly four years on a wholly contingent basis, pressed forward after this Court compelled Ms. Becerra's claims to arbitration and struck the class claims, and could well have recovered nothing.

The fees will be divided between the two Class Counsel firms under a written joint prosecution agreement: 55% to Marquee Law Group, APC and 45% to Nicholas & Tomasevic, LLP. (Korobkin PA Dec., ¶ 38.) Both Plaintiffs consented to that division in writing, and it does not increase the total fee. (*Id.*, Ex. 3; *see* Cal. Rules of Prof. Conduct, rule 1.5.1.) The fee-division terms of that agreement were set forth in the Korobkin Declaration in support of preliminary approval. (Korobkin PA Dec., ¶ 38, Ex. 3; *see* Cal. Rules of Court, rule 3.769(b).)

4. Class Counsel Reasonably Incurred Litigation Costs and Expenses that Should Also Be Reimbursed.

Class Counsel incurred $59,113.73 in out-of-pocket costs prosecuting this case on behalf of the Class—$11,948.58 by Nicholas & Tomasevic, LLP and $47,165.15 by Marquee Law Group,

APC—which is less than the $75,000 authorized by the Settlement and disclosed in the Notice. (Markley Dec., ¶ 24, Ex. 2; Korobkin Dec., ¶ 20, Ex. A; Settlement, § 4.2.2.) These costs include fees for three mediations, the expert data analyst, filing and e-service fees, deposition costs, and other costs incurred in the litigation. (*Id.*) Counsel incurred them with no guarantee of repayment, they were necessary to the result, and they are recoverable by prevailing employees. (*See* Lab. Code, §§ 218.5, 1194, subd. (a), 2802, subd. (c).)

D. The Administrative Costs Are Warranted Here.

ILYM's request for $6,650 in administrative costs is also fair and reasonable. (Admin. Dec., ¶ 18.) That amount is well below the $10,000 authorized by the Settlement and disclosed in the Notice, and it covers the work necessary to administer the Settlement, from processing the Class Data and mailing Notices to skip tracing, handling Class Member responses, and distributing payments. (Settlement, § 4.2.3; Admin. Dec., ¶¶ 3, 18.) And it matches the not-to-exceed quote ILYM submitted at preliminary approval. (Declaration of Lisa Mullins [filed 12/23/2025], ¶ 10, Ex. C; Settlement, § 1.3.)

E. The Service Awards to Named Plaintiffs Are Reasonable.

The Settlement permits service awards of up to $10,000 to each Plaintiff. (Settlement, § 4.2.1.) Incentive awards compensate class representatives for their time and risk in litigation their own claims would never justify, and they encourage others to come forward. (*See Cellphone Fee Termination Cases* (2010) 186 Cal.App.4th 1380, 1393-1395.) An award should rest on evidence quantifying the representative's time and effort and explaining the risks taken. (*Clark v. American Residential Services LLC* (2009) 175 Cal.App.4th 785, 804-807.) Such awards are particularly important in the wage-and-hour context because, at bottom, successful cases require a worker brave enough to sue their boss or former boss, which has implications for getting future work in their industry.

Ms. Becerra was actively working for Hungry when she brought this case, despite her concern about retaliation and her future job prospects. (Becerra PA Dec., ¶ 3.) She gathered her contract, correspondence with supervisors, pay details, and contact information for fellow Captains; helped prepare the complaint; responded to written discovery; made herself available during two

full-day mediations; and reviewed the Settlement, spending 40 to 45 hours on the case through preliminary approval. (*Id.* ¶¶ 4-8.) Ms. Norsworthy, who serves only as a PAGA Representative, put her name on a public lawsuit to pursue representative PAGA claims on behalf of other drivers, conferred with counsel throughout, identified documents and witnesses, prepared for and sat for her deposition, and reviewed the Settlement, spending at least 65 hours on the case, focused particularly on the wage claims and associated PAGA penalties. (Norsworthy PA Dec., ¶¶ 4, 6.) Her case preserved the representative claims that drove the global resolution, and her award is sought only for that work, not the individual claims she resolved separately. (Korobkin PA Dec., ¶ 12 & fn. 1.) Both Plaintiffs have remained in contact with counsel through notice and final approval. (Markley Dec., ¶ 20; Korobkin Dec., ¶ 32.) Both Plaintiffs also provide a general release broader than the Class release. (Settlement, § 6.1.) Without their commitment, there would be no class or PAGA recovery today.

The awards are also proportionate to the recovery. California courts measure a requested award against what class members receive. (*Munoz v. BCI Coca-Cola Bottling Co. of Los Angeles* (2010) 186 Cal.App.4th 399, 412 [affirming enhancements that, with the named plaintiffs' own recoveries, gave them "more than twice as much as the average payment to class members," compared "to the multipliers of 30 and 44" that other courts have rejected].) Federal courts apply the same comparison, looking to "the number of named plaintiffs receiving incentive payments, the proportion of the payments relative to the settlement amount, and the size of each payment." (*In re Online DVD-Rental Antitrust Litigation* (9th Cir. 2015) 779 F.3d 934, 947, quoting *Staton v. Boeing Co.* (9th Cir. 2003) 327 F.3d 938, 977; *see id.* at p. 948 [awards totaling .17% of the fund].) Here, the two awards total $20,000, about 0.7% of the Gross Settlement Amount. (Settlement, § 4.2.1.) Each award is roughly three times the average payment of $3,215. (Admin. Dec., ¶¶ 16-17.) This is in line with the kinds of cases where courts find the service awards supported.

F. The PAGA Penalties Should Be Approved as Adequate and Reasonable Also.

The Settlement allocates $400,000, or roughly 14% of the Gross Settlement Amount, to PAGA civil penalties. Settlement, § 4.2.5. Because Plaintiffs submitted their PAGA notices before June 19, 2024, the pre-amendment version of PAGA governs, including its 75%/25% allocation.

(Lab. Code, § 2699, subd. (v)(2); former Lab. Code, § 2699, subd. (i).) Accordingly, $300,000 will go to the LWDA and $100,000 to PAGA Employees pro rata by Pay Periods. (Settlement, §§ 4.2.5, 4.2.5.1.)

PAGA settlements require court approval. (Former Lab. Code, § 2699, subd. (l)(2).) The Court should "evaluate a PAGA settlement to determine whether it is fair, reasonable, and adequate in view of PAGA's purposes to remediate present labor law violations, deter future ones, and to maximize enforcement of state labor laws." (*Moniz v. Adecco USA, Inc.* (2021) 72 Cal.App.5th 56, 77, disapproved on another ground in *Turrieta v. Lyft, Inc.* (2024) 16 Cal.5th 664, 710.)

The allocation satisfies that standard. It equals roughly 67% of Plaintiffs' realistic valuation of the total possible PAGA penalties, including penalties under Labor Code § 226.8 and derivative PAGA penalties for the underlying violations, after discounting for Hungry's good-faith defenses and the Court's discretion to reduce penalties. (Former Lab. Code, § 2699, subd. (e)(2); Korobkin PA Dec., ¶¶ 26, 32.) It also serves PAGA's remedial and deterrent purposes: Plaintiffs believe this litigation was a catalyst for Hungry to stop engaging independent contractor drivers in California in approximately December 2024. (*Id.* ¶ 15.) Moreover, the LWDA has not objected to the settlement, and Plaintiffs will submit the judgment to the LWDA. (Korobkin Dec., ¶ 31; former Lab. Code, § 2699, subd. (l)(3).)

IV. CONCLUSION

Plaintiffs respectfully request the Court grant this Motion and sign the accompanying [Proposed] Order and Judgment, finally approving the Settlement, confirming certification of the Settlement Class, and entering judgment. Consistent with the Settlement and the Notice, ILYM will post the Order and Judgment on the settlement website. (Cal. Rules of Court, rule 3.771(b); Admin. Dec., Ex. A, § 11.)

Respectfully submitted,

Dated: November 16, 2026

NICHOLAS & TOMASEVIC, LLP

By: _____

Craig M. Nicholas (SBN 178444)
Shaun Markley (SBN 291785)
Jordan Belcastro (SBN 339570)
225 Broadway, 19th Floor

San Diego, California 92101
Tel: (619) 325-0492
Fax: (619) 325-0496
Email: cnicholas@nicholaslaw.org
Email: smarkley@nicholaslaw.org
Email: jbelcastro@nicholaslaw.org

MARQUEE LAW GROUP
F. Shawn Azizollahi (SBN 268116)
shawn@marqueelaw.com
Poya Ghasri (SBN 268119)
poya@marqueelaw.com
Tuvia Korobkin (SBN 268066)
tuvia@marqueelaw.com
Gary Brotman (SBN 287726)
gary@marqueelaw.com
9100 Wilshire Boulevard, Suite 445 East Tower
Beverly Hills, California 90212
(310) 275-1844 telephone
(310) 275-1801 fax

Attorneys for Plaintiff DANA BECERRA and SABRINA NORSWORTHY,
individuals, on behalf of themselves and all others similarly situated