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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SACRAMENTO

JADE BROOKS, individually, and on behalf of all others similarly situated,

Plaintiff,

v.

BAD BAKERS INC DBA BAD BAKERS, a California corporation; BAD STARS INC, a California corporation; and DOES 1 through 10, inclusive,

Defendants.

Case No.: 34-2022-00332118-CU-OE-GDS

[Assigned for All Purposes to the Honorable Peter K. Southworth, Dept. 8B]

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 18, 2026
Time: 9:00 a.m.
Dept.: 8B

Complaint filed:	December 29, 2022
FAC filed:	November 12, 2025
Trial date:	Not set

TO ALL INTERESTED PARTIES AND THEIR ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE that on December 18, 2026, at 9:00 a.m., or as soon thereafter as the matter may be heard in Department 8B of the Superior Court of California, County of Sacramento, located at Tani G. Cantil-Sakauye Courthouse, 500 G Street, Sacramento, CA 95814, Plaintiff Jade Brooks ("Plaintiff") will and hereby does move this Court for an Order:

1. Granting final approval of the proposed Settlement Agreement;
2. Awarding Class Counsel attorneys' fees in the amount of $41,666.67 and reimbursement of litigation costs in the amount of $15,245.93;
3. Awarding Plaintiff a Class Representative Service Payment in the amount of $5,000.00;
4. Awarding $8,000.00 to Phoenix Class Action Administration Solutions ("Phoenix") for its settlement administration expenses;
5. Approving allocation of $12,500.00 as civil penalties under the Labor Code Private Attorneys General Act of 2004 ("PAGA"), 75% of which ($9,375.00) will be paid to the California Labor and Workforce Development Agency, and 25% of which ($3,125.00) will be distributed to Aggrieved Employees based on the number of pay periods worked during the PAGA Period.
6. Entering judgment in accordance with the Settlement and setting a settlement compliance hearing.

This Motion is based on this Notice of Motion, Memorandum of Points and Authorities, the Declaration of Tyler J. Woods, the Declaration of Kevin Lee, 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.

Pursuant to Local Rule 1.06 (A), the Court will make a tentative ruling on the merits of this matter by 2:00 p.m., the court day before the hearing. The complete text of the tentative ruling may be downloaded off the Court's website. If the party does not have online access, they may call the dedicated phone number for the department as referenced in the local telephone directory between the hours of 2:00 p.m. and 4:00 p.m. on the court day before the hearing and

receive the tentative ruling. If you do not call the Court and the opposing party by 4:00 p.m. the court day before the hearing, no hearing will be held.

Dated: November 20, 2026

WILSHIRE LAW FIRM, PLC

By: _____

Tyler J. Woods
Trenten N. Bilodeaux
Attorneys for Plaintiff

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I. INTRODUCTION

Plaintiff Jade Brooks ("Plaintiff") seeks final approval of a non-reversionary Gross Settlement Amount of $125,000.00. The Settlement Agreement ("Settlement" or "Settlement Agreement") provides that the deductions will be made from the Gross Settlement Amount as follows:

1. Attorneys' fees up to one-third (1/3) of the Gross Settlement Amount;
2. Litigation costs up to $20,000.00;
3. A Class Representative Service Payment up to $5,000.00;
4. Settlement administration expenses up to $9,000.00; and
5. Civil penalties in the amount of $12,500.00 for claims under the Labor Code Private Attorneys General Act of 2004 ("PAGA"), 75% of which ($9,375.00) will be paid to the California Labor and Workforce Development Agency ("LWDA"), and 25% of which ($3,125.00) will be distributed to Aggrieved Employees based on the number of pay periods worked during the PAGA Period; and *See* Settlement §§ 3.2.5, 3.2.5.1; *see also* Declaration of Kevin Lee ("Lee Decl.") at ¶ 15.

After all deductions are made, the Net Settlement Amount will be distributed to 408 Class Members as of the filing of this Motion for Final Approval of Class Action and PAGA Settlement (the "Motion") ("Participating Class Members") based on the number of weeks worked during the Class Period. Lee Decl. at ¶ 11.

The final amounts to be paid from the Gross Settlement Amount are: a Class Counsel Fees Payment of $41,666.67; a Class Counsel Litigation Expenses Payment of $15,245.93; a Class Representative Service Payment of $5,000.00; Administration Costs of $8,000.00; and PAGA Penalties of $12,500.00. Lee Decl. at ¶¶ 13, 15, 17. After these deductions, the Net Settlement Amount is $42,587.40, which will be distributed on a pro rata basis to the 408 Participating Class Members, who worked a combined total of 5,338 Workweeks during the Class Period, at a value of approximately $7.98 per Workweek. Lee Decl. at ¶¶ 11, 13.

On July 24, 2026, the Court granted preliminary approval of the Settlement, and its Order Granting Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement

was entered on August 5, 2026 (the "Preliminary Approval Order"). The Court-appointed Settlement Administrator mailed the Class Notice to all 408 Class Members on September 9, 2026. Lee Decl. at ¶¶ 3, 5.

The proposed Settlement is a product of diligent efforts, litigation, arm's length negotiations, and informal discovery that resulted in the best possible outcome 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.

As of the filing of this Motion, there have been no objections to the Settlement and no requests for exclusion. Lee Decl. at ¶¶ 8-9. Participating Class Members will receive an estimated average Individual Class Payment of $104.38, with the highest estimated Individual Class Payment being $1,108.96. Lee Decl. at ¶ 14. Aggrieved Employees will receive an estimated Individual PAGA Payment of $10.21, with the highest estimated Individual PAGA Payment being $33.96. Lee Decl. at ¶ 15. In light of the favorable response from the Class, and the facts and law set forth below as well as in the motion for preliminary approval, Plaintiff respectfully requests that the Court now enter an Order: (1) granting final approval of the Settlement; (2) entering final judgment; (3) requiring distribution of individual settlement shares to participating Class Members; and (4) approving payments for Class Counsel Fees, Class Counsel Expenses, the Class Representative Service Payment, the Administrator's costs, and civil penalties under PAGA.

II. THE SETTLEMENT MERITS FINAL APPROVAL

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

settlement. *Id.*

A. A Presumption of Fairness Exists

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

At preliminary approval, Plaintiff presented evidence that this Settlement is entitled to a presumption of fairness because: (1) it was reached through arm's length bargaining with the assistance of an experienced mediator; (2) Plaintiff conducted a thorough investigation through informal discovery and an analysis of Class Members' time data and payroll records and policy documents pertaining to Plaintiff's claims; and (3) Class Counsel is experienced in similar litigation. *See* Declaration of Lucy Nguyen in Support of Motion for Preliminary Approval of Class Action and PAGA Settlement ("Nguyen MPA Decl.") filed March 17, 2026, at ¶¶ 5-6, 7, 39-68. As of the filing of this Motion, no Class Members have opted out and none have objected. *See* Lee Decl. at ¶¶ 8-9. Therefore, the Court can confidently conclude that a presumption of fairness exists.

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

Courts are not required to ensure that a settlement maximizes the value of released claims with mathematical precision. "[T]he test 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.* 91 Cal.App.4th 224, 250 (2001), disapproved of on other grounds by *Hernandez v. Restoration Hardware, Inc.*, 4 Cal.5th 260, 269-270 (2018); *see also 7-Eleven Owners for Fair Franchising v. Southland Corp.*, 85 Cal.App.4th 1135, 1150 (2000) ("the merits of the underlying class claims are not a basis for upsetting the settlement of a class action; the operative word is 'settlement.'"). The relevant circumstances include the strengths and weaknesses of plaintiffs' claims and the risks they faced

in litigation. *7-Eleven*, 85 Cal.App.4th at 1146.

Here, Plaintiff presented sufficient information at preliminary approval regarding the number of Class Members and an estimate of the maximum value of each of the claims alleged. *See* Nguyen MPA Decl. at ¶¶ 15-27. Specifically, Class Counsel valued Defendant's maximum exposure on all claims at $1,359,484.02 and, after applying an 80% discount to account for the risks of litigation, Defendant's realistic exposure at $263,419.42. *Id.* at ¶¶ 18-25. The $125,000.00 Gross Settlement Amount therefore represents approximately 9.19% of Defendant's maximum exposure and approximately 47.45% of its realistic exposure, as the Court noted in preliminarily approving the Settlement. Minute Order dated July 24, 2026 ("Minute Order") at p. 7. Plaintiff has also described in detail the risks the Class faced in litigation and the strengths and weaknesses of each of the claims. *See id.* Defendant denied Plaintiff's allegations, and Plaintiff noted potential difficulties in obtaining class certification and succeeding on the merits at trial. *See id*. The factual record here is sufficiently developed to allow the Court to independently satisfy itself "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*, 186 Cal.App.4th 399, 410 (2010).

C. The Amount Offered in Settlement

The Settlement provides for a $125,000.00 Gross Settlement Amount ("GSA") to be distributed among the 408 Class Members who did not opt out as of the date of this filing. Lee Decl. at ¶¶ 11, 13. The GSA will be used to pay Class Counsel's attorneys' fees and litigation costs, Plaintiff's Class Representative Service Payment, and the fees and expenses of Phoenix Class Action Administration Solutions ("Phoenix") for its administration of the Class Notice and settlement funds. *Id*. at ¶ 13. The Settlement also allocates $12,500.00 from the GSA to civil penalties under PAGA. *See* Settlement Agreement at § 3.2.5; *see also* Lee Decl. at ¶ 15. After all deductions are made, the Net Settlement Amount available to Participating Class Members for their Individual Class Payments is estimated to be $42,587.40, which will be distributed to Participating Class Members according to the number of Workweeks they worked

for Defendant during the Class Period. *See* Lee Decl. at ¶¶ 11, 13; Settlement Agreement at § 3.2.4.

The Administrator has calculated a total of 5,338 Workweeks in the Class Period, which equates to a value of approximately $7.98 per Workweek. Lee Decl. at ¶ 11. As a result, the estimated average Individual Class Payment for Participating Class Members is $104.38, and the highest estimated Individual Class Payment for Participating Class Members is $1,108.96. *Id*. at ¶ 14. The Escalator Clause of the Settlement was not triggered because the Class Period Workweeks (5,338) did not exceed 5,645 and the PAGA Period pay periods (6,626) did not exceed 7,741. *Id.* at ¶ 12; Settlement Agreement at § 8. Weighing the potential value of the class claims against the risk and expense of trial, the Settlement provides substantial relief in light of the potential risks associated with seeking a class judgment.

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

Class Counsel also investigated the applicable law regarding the claims and defenses asserted in the Action. *See* Nguyen MPA Decl. at ¶ 6. Specifically, Class Counsel assessed the value of the claims using data and documents provided by Defendant in informal discovery, which included policy documents and timekeeping and payroll records. *Id*. Following a complete analysis of this information, the Parties attended mediation on November 9, 2023, with an experienced mediator. *Id.* at ¶ 7. While the Parties were unable to resolve this Action during the November 9, 2023 mediation, with the help of Judge Ramirez the Parties were subsequently able to reach an agreement on general settlement terms and executed a Memorandum of Understanding on July 7, 2025. *Id.*

E. The Experience and Views of Counsel

Plaintiff is represented by Wilshire Law Firm, PLC ("WLF"). Declaration of Tyler J. Woods in Support of Motion for Final Approval of Class Action and PAGA Settlement ("Woods MFA Decl.") at ¶ 3. Class Counsel prosecutes wage and hour cases, including class and representative actions. *Id*. at ¶¶ 4, 5. Class Counsel has litigated many wage and hour cases and has successfully resolved cases involving similar issues presented in this matter. *Id*. at ¶¶ 4-16. Class Counsel has negotiated a settlement here that they believe is fair, reasonable, and adequate

based on Class Counsel's prior experience litigating these types of cases. *Id*. at ¶ 24.

F. The Presence of a Government Participant

The LWDA has received the required notice of this Settlement. On January 13, 2023, Plaintiff provided notice to the LWDA of the specific provisions of the Labor Code alleged to have been violated, including the facts and theories in support. Nguyen MPA Decl. at ¶ 4. The Settlement provides for the payment of $12,500.00 in civil penalties, 75% of which ($9,375.00) will be paid to the LWDA, and 25% of which ($3,125.00) will be paid to Aggrieved Employees based on the number of pay periods worked during the PAGA Period. *See* Lee Decl. at ¶ 15; *see also* Settlement Agreement at §§ 3.2.5, 3.2.5.1. Class Counsel submitted the proposed Settlement to the LWDA before filing the Motion. Nguyen MPA Decl. at ¶ 9, Exhibit 2. The LWDA has not responded to or objected to the Settlement. Woods MFA Decl. at ¶ 25.

G. The Reaction of Class Members to the Proposed Settlement

Class Members' reaction to the Settlement has been favorable. 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. *Lealao v. Beneficial California, Inc.*, 82 Cal.App.4th 19, 51 (2000).

When the Court granted preliminary approval, it also approved the method of providing notice to Class Members. Following a search of the National Change of Address database, Phoenix mailed the Class Notice to all Class Members on September 9, 2026. Lee Decl. at ¶ 5. Of the 35 Class Notices returned by the Post Office without a forwarding address, Phoenix performed a skip trace, obtained 29 updated addresses, and promptly re-mailed those Class Notices; the remaining 6 Class Notices are undeliverable because no updated address could be located. *Id.* at ¶¶ 6-7. The Class Notice informed Class Members of the terms of the Settlement, the amount of their individual settlements and how those amounts were calculated, their right to either participate in the Settlement, opt out of it, object to it, or dispute the amount of their individual settlement payment, the procedures and deadlines to submit an 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 at the hearing. *Id.* at Exhibit A. In response to the Class Notice, Phoenix has received no requests for exclusion from Class Members, no objections from any

Class Members, and no disputes from Class Members, as of the date of the filing of this Motion. *Id*. at ¶¶ 8-10. Class Members' favorable response to the Settlement further supports final approval. Because no Requests for Exclusion, valid or invalid, were received, the Exclusion List is empty. Lee Decl. at ¶ 8.

H. The PAGA Penalties Allocation Is Fair, Reasonable, and Should Be Approved

The Settlement also resolves Plaintiff's claims for civil penalties under PAGA, and the Court must review and approve the PAGA portion of the Settlement. (Lab. Code, § 2699, subd. (s)(2).) The Settlement allocates $12,500.00 of the Gross Settlement Amount to PAGA penalties, of which 75% ($9,375.00) will be paid to the LWDA and 25% ($3,125.00) will be distributed to the 306 Aggrieved Employees, who worked a total of 6,626 pay periods during the PAGA Period. Settlement Agreement at §§ 3.2.5, 3.2.5.1; Lee Decl. at ¶ 15. The estimated average Individual PAGA Payment is $10.21, and the highest is $33.96. Lee Decl. at ¶ 15. Aggrieved Employees cannot opt out of the PAGA portion of the Settlement, and the PAGA release is limited to claims for civil penalties under PAGA arising during the PAGA Period that were alleged, or could have been alleged, based on the facts in Plaintiff's PAGA notice to the LWDA and the complaint. Settlement Agreement at §§ 5.3, 7.5.4.

In preliminarily approving the Settlement, the Court found the PAGA allocation reasonable and entitled to a presumption of fairness. Minute Order at pp. 7-8. Class Counsel estimated Defendant's maximum PAGA penalty exposure at $340,000.00 and, applying an 80% discount in light of Defendant's defenses and the contested and discretionary nature of PAGA penalties, a realistic exposure of $68,000.00. Nguyen MPA Decl. at ¶ 24. The $12,500.00 allocation thus represents approximately 18.38% of Defendant's realistic PAGA exposure and approximately 3.68% of its maximum PAGA exposure. Minute Order at p. 8. The PAGA allocation was reached through the same arm's length, mediator-assisted negotiations described above, the Settlement was submitted to the LWDA, and the LWDA has not responded or objected. Nguyen MPA Decl. at ¶ 9, Exhibit 2; Woods MFA Decl. at ¶ 25. The allocation is therefore fair to the Aggrieved Employees and should be approved. (See *Moniz v. Adecco USA, Inc.* (2021) 72 Cal.App.5th 56, 77.)

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

There are two (2) primary methods of determining a reasonable attorney fee in the context of class action litigation. *Laffitte v. Robert Half Int'l, Inc.*, 1 Cal.5th 480, 489 (2016). The percentage-of-recovery method calculates the fee as a percentage of a common fund recovered on behalf of the class. *Id*. The lodestar method calculates the fee by multiplying the number of hours reasonably expended by counsel by a reasonable hourly rate, which amount then may be adjusted based on other factors. *Id*. In *Laffitte*, the California Supreme Court held that trial courts have the discretion to choose between the two (2) calculation methods. *Id*. at 504. Trial courts also have the discretion to blend the two (2) fee calculation methods, using one method to "cross-check" the reasonableness of the other's result, but 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 ultimate purpose of the percentage-of-recovery method is to "spread the attorney fee among all the beneficiaries of the fund." *Id*. at 503. The California Supreme Court recognized that the percentage-of-recovery method 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 requested fee award of one-third (1/3) of the GSA is consistent with the average fee award in class actions. *See*, *e.g.*, *Roos v. Honeywell Int'l, Inc.*, 241 Cal.App.4th 1472 (2015) (fee award of 37.5% was not an abuse of discretion), disapproved of on other grounds by *Hernandez v. Restoration Hardware, Inc.*, 4 Cal.5th 260, 287 (2018); *Wren v. RGIS Inventory Specialists*, No. C-06-05778 JCS, 2011 WL 1230826, at *29 (N.D. Cal. Apr. 1, 2011) (approving fee award of 42%); *Singer v. Becton Dickinson and Co.*, No. 08-CV-821-IEG, 2010 WL 2196104, at *8 (S.D. Cal. June 1, 2010) (approving fee award of one-third and noting that the typical fees awarded in wage and hour class action cases ranges from 33.33% to 40%).

Therefore, the percentage-of-recovery method should be utilized to approve the requested fee.

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

Although *Laffitte* makes clear that a lodestar cross-check is not required, Class Counsel's lodestar supports the reasonableness of the requested fee. The lodestar is determined by multiplying the number of hours reasonably expended by the reasonable hourly rate. *PLCM Group, Inc. v. Drexler*, 22 Cal.4th 1084, 1095 (2000). The lodestar figure may then be adjusted, based on consideration of factors specific to the case, in order to fix the fee at the fair market value for the legal services provided. *Id*. The factors that can be considered include "the nature of the litigation, its difficulty, the amount involved, the skill required in its handling, the skill employed, the attention given, the success or failure, and other circumstances in the case." *Melnyk v. Robledo*, 64 Cal.App.3d 618, 623-624 (1976) (citations omitted). Additionally, Courts utilize "multipliers" to account for the risk of taking on cases where there is no guarantee of recovery, uncertainties as to the amount that will be recovered, uncertainty as to the cost of litigating the case (both in effort and expenses), and uncertainty about how much time will pass before the recovery is obtained. *Ketchum v. Moses*, 24 Cal.4th 1122, 1132-33 (2001); *see also Serrano v. Priest*, 20 Cal. 3d 25, 48-49 (1977) (approving the adjustment of the lodestar figure based on factors specific to the case to ensure fair market value for legal services provided on a contingency basis). Application of that rule is particularly appropriate where the case is brought to redress important rights of vulnerable persons. *Ketchum*, 24 Cal.4th at 1133.

Generally, "[m]ultipliers can range from 2 to 4 or even higher." *Wershba v. Apple Computer, Inc.*, 91 Cal.App.4th at p. 255 (2001); *see also Sutter Health Uninsured Pricing Cases*, 171 Cal. App. 4th 495, 512 (2009) (applying a 2.52 multiplier on a cross-check in an antitrust class action); *Chavez v. Netflix, Inc.*, 162 Cal. App. 4th 43, 60 (2008) (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*, 231 Cal. App. 4th 860, 881-82 (2014) (affirming a 2.13 multiplier after finding that "2 to 4" is a reasonable range for multipliers on a cross-check).

The total hours expended on this action by Class Counsel were reasonable and in line

with comparable cases. Although a lodestar is not required to support a percentage-based award, the Court indicated that it expects counsel to provide the information necessary to perform a lodestar analysis in moving for final approval, and Class Counsel therefore provides that information here. Minute Order at p. 9. Class Counsel spent approximately 58.7 hours prosecuting this action, which were divided among the attorneys working on this case according to skill level. Woods MFA Decl. at ¶¶ 21-22. Multiplying the total hours expended by Class Counsel by their reasonable hourly rates yields a lodestar of $57,860.00. *Id*. at ¶ 21. This amount surpasses the requested fee award of $41,666.67, resulting in a negative multiplier. *Id*. at ¶ 22. This amount does not include the time Class Counsel will spend at the Final Approval Hearing and assisting the Settlement Administrator following final approval. *Id*. Class Counsel dedicated significant resources to this case by dividing the tasks required according to skill level. *Id*. The hours expended by each attorney were not duplicative and reflect the extensive investigation and analysis that was required to achieve this Settlement. This time could have been spent on other potentially lucrative cases. *Id*. Class Counsel's lodestar reflects the efficiencies achieved by attorneys experienced in this field. *Id*. Moreover, Class Counsel has singularly assumed the risk and costs of litigation purely on a contingency basis. *Id*. And, while Plaintiff is confident in the merits of her claims, a legitimate controversy exists as to each cause of action, posing an actual risk that Plaintiff may not succeed at class certification and/or trial. *Id*. Any of these obstacles could have prevented recovery completely, meaning Class Counsel would have been left with no compensation for all the time and money invested in litigating this case. *Id*. Despite these risks, Class Counsel took this case on a contingency basis so that Class Members (a particularly vulnerable group of hourly paid workers) could be compensated for their unpaid wages. *Id*. Consequently, Class Counsel was precluded from focusing on, or taking on, other cases which 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.

WLF's hourly rates have been approved by numerous other courts and are comparable to those charged by other class action plaintiffs' counsel and the firms defending class actions. Woods

MFA Decl. at ¶ 17. WLF's rates are well within the range of hourly rates that the Southern California legal marketplace would compensate counsel for similar services accomplishing similar results. *Id*. For example, in *Bronshteyn v. State of California*, the trial court approved and the California Court of Appeal affirmed plaintiff's counsel's 2022 hourly rates of $1,100 and $1,000 for 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 Appeal. (*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.) The rates (and multiplier) requested here are well in line with those found reasonable in *Bronshteyn, Suarez,* and *Moreno*. *Id*.

Likewise, Class Counsel's hourly rates are reasonable when compared to rates charged within the relevant legal marketplace. Woods MFA Decl. ¶¶ 18-19, **Exhibits 1, 2.** In light of the foregoing, and considered against the risks of continued litigation, and the importance of advocating for employment rights and a speedy recovery, the relief provided under the Settlement represents a very strong result for the Class Members and Aggrieved Employees. Class Counsel's fee request is fair and reasonable and should be approved. Accordingly, Class Counsel respectfully requests the Court approve their $41,666.67 fee request.

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

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

amount up to $20,000.00 and the actual costs incurred are $14,945.93. Woods MFA Decl. at ¶ 23, **Exhibit 4**. These costs consist of mediation fees ($3,500.00), consultant fees ($7,110.50), and filing and service fees ($4,335.43). *Id.* Additionally, Class Counsel anticipates incurring $300.00 in future costs for filing fees and service fees for a total of $15,245.93 in costs. *Id*. Since Class Counsel's costs do not meet the maximum of $20,000.00, the remaining $4,754.07 will revert to the Net Settlement Amount. *Id*. These costs were reasonable and necessary to prosecute this case and obtain the results achieved. *Id*.

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

Plaintiff also requests that she be awarded a Class Representative Service payment of $5,000.00 for her 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.*, 238 Cal.App.4th 1251, 1272 (2015); *Clark v. American Residential Services, LLC*, 175 Cal.App.4th 785, 804 (2009).

Here, Plaintiff provided a declaration in support of Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement detailing the risk she faced in bringing the suit, the notoriety and personal difficulties she encountered, the amount of time and effort she spent on this litigation, the duration of this litigation, and the personal benefit she will receive as a result of the litigation. *See* Declaration of Jade Brooks in Support of Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement ("Brooks Decl.") filed on March 17, 2026, at ¶¶ 6-9. Plaintiff estimated that she spent approximately 30 hours prosecuting this case. Brooks Decl. at ¶¶ 6-9; Minute Order at p. 9. This Action has been pending since December 29, 2022, nearly four years. In addition, unlike other Class Members, Plaintiff provides a general release of all claims against the Released Parties. Settlement Agreement at §§ 5, 5.1. The requested $5,000.00 is in addition to Plaintiff's Individual Class Payment and Individual PAGA

Payment (Settlement Agreement at § 3.2.1); by comparison, Participating Class Members will receive an estimated average Individual Class Payment of $104.38, with the highest being $1,108.96. Lee Decl. at ¶ 14. Plaintiff should be adequately compensated for her role in obtaining this Settlement.

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

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

The Parties agreed to hire Phoenix as the Administrator in this case and the Court approved this choice at preliminary approval. The Administrator was responsible for (i) preparing, translating, printing, and mailing the *Notice of Class Action Settlement* ("Notice"); (ii) responding to inquiries from Class Members; (iii) confirming the number of weeks each Class Member worked during the period from December 29, 2018 through October 10, 2024 ("Class Period") and the number of pay periods each Aggrieved Employee worked during the time period from January 13, 2022 through October 10, 2024 ("PAGA Period"); (iv) determining the validity of letters indicating a request to be excluded from the Class Settlement ("Requests for Exclusion"), written objections to the Class Settlement ("Objections"), and/or dispute regarding the number of Workweeks submitted by Class Members; (v) calculating the Net Settlement Amount and the Individual Class Payments to Class Members; (vi) calculating and issuing the Individual Class Payments and distributing them to Participating Class Members and Individual PAGA Payments to Aggrieved Employees; (vii) issuing the payment to Class Counsel for the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment, the Enhancement Payment to Plaintiff, and the employer/employee payroll taxes to the appropriate taxing authorities; and (viii) such other tasks as set forth in the Settlement Agreement or as the Parties mutually agree or as the Court orders. Lee Decl. at ¶ 2. The requested amount of $8,000.00 for services rendered and to be rendered, which is below the $9,000.00 maximum provided for in the Settlement and preliminarily approved by the Court, is

therefore fair and reasonable. Settlement Agreement at § 3.2.3; Lee Decl. at ¶ 17, Exhibit B.

VII. CONCLUSION

Based on the foregoing, Class Counsel respectfully requests that the Court grant final approval of the Class Action and PAGA Settlement, approve Class Counsel's attorneys' fees in the amount of $41,666.67 and reimbursement of litigation costs in the amount of $15,245.93, the Class Representative Service Payment in the amount of $5,000.00, civil penalties under PAGA in the amount of $12,500.00, and settlement administration costs for Phoenix in the amount of $8,000.00. Class Counsel further requests that the Court enter judgment in accordance with the Settlement and set a settlement compliance hearing.

Dated: November 20, 2026

WILSHIRE LAW FIRM, PLC

By: _____

Tyler J. Woods
Trenten N. Bilodeaux

Attorneys for Plaintiff