

John G. Yslas (SBN 187324)
john.yslas@wilshirelawfirm.com
Jeffrey C. Bils (SBN 301629)
jeffrey.bils@wilshirelawfirm.com
Aram Boyadjian (SBN 334009)
aram.boyadjian@wilshirelawfirm.com
Lisa B. Iturriaga (SBN 339678)
lisa.iturriaga@wilshirelawfirm.com
Andrew Sandoval (SBN 346996)
andrew.sandoval@wilshirelawfirm.com
WILSHIRE LAW FIRM, PLC
660 S. Figueroa St., Sky Lobby
Los Angeles, California 90017
Telephone: (213) 381-9988
Facsimile: (213) 381-9989

Attorneys for Plaintiff

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

RODOLFO PONCE, individually, on behalf of
all others similarly situated, and on behalf of the
State of California and other aggrieved persons

Plaintiff,

v.

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

Defendants.

Case No.: 22STCV37519

*Assigned for all purposes to:
Hon. Stuart M. Rice
Dept. 1*

**NOTICE OF MOTION AND MOTION
FOR FINAL APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

FINAL APPROVAL HEARING

Date: September 19, 2025

Time: 10:30 a.m.

Dept: 1

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

2 **PLEASE TAKE NOTICE** that on September 19, 2025 at 10:30 a.m., or as soon thereafter
3 as the matter may be heard in Department 1 of the above-entitled Court located at 312 North
4 Spring Street, Los Angeles, CA 90012, Plaintiff Rodolfo Ponce (“Plaintiff”) will and hereby does
5 move this Court for an Order:

- 6 1. Granting final approval of the proposed Amended Class Action and PAGA
7 Settlement Agreement;
- 8 2. Awarding Class Counsel attorneys’ fees in the amount of \$141,666.67 and
9 reimbursement of litigation costs in the amount of \$15,874.86;
- 10 3. Awarding Plaintiff a Class Representative Service Payment in the amount of
11 \$10,000.00;
- 12 4. Awarding \$8,000.00 to Phoenix Settlement Administrators, Inc. (“Phoenix”) for
13 its settlement administration expenses; and
- 14 5. Approving allocation of \$20,000.00 as civil penalties under the Private Attorneys’
15 General Act of 2004 (“PAGA”), 75% of which (\$15,000.00) will be paid to the
16 California Labor and Workforce Development Agency, and 25% of which
17 (\$5,000.00) will be distributed to Aggrieved Employees based on the number of
18 pay periods worked during the PAGA Period.

19 This Motion is based on this Notice of Motion, Memorandum of Points and Authorities,
20 the Declaration of John G. Yslas, the Declaration of Taylor Mitzner, the Declaration of Rodolfo
21 Ponce, and on all records and documents on file, together with such oral and documentary
22 evidence that may be presented at the hearing on this matter.

23 Dated: September 8, 2025

WILSHIRE LAW FIRM, PLC

24 By: *Lisa B. Iturriaga*
25 Lisa B. Iturriaga
26 Attorneys for Plaintiff Rodolfo Ponce
27
28

TABLE OF CONTENTS

I. INTRODUCTION.....	1
II. THE SETTLEMENT MERITS FINAL APPROVAL.....	2
A. A Presumption of Fairness Exists.....	2
B. The Strength of Plaintiff’s Claims, and the Risks, Expense, Complexity, and Likely Duration of Further Litigation as a Class Action Through Trial.....	3
C. The Amount Offered in Settlement.....	4
D. The Extent of Discovery Completed and the Stage of the Proceedings.....	4
E. The Experience and Views of Counsel.....	5
F. The Presence of a Government Participant.....	5
G. The Reaction of Class Members to the Proposed Settlement.....	5
III. THE REQUESTED FEE AWARD IS REASONABLE AND SHOULD BE APPROVED.....	6
A. The Requested Fee Award is Fair and Reasonable Based on the Percentage-of- Recovery Method.....	6
B. A Lodestar Cross-Check Confirms the Reasonableness of the Requested Fee.....	7
IV. THE REQUESTED COST AWARD IS REASONABLE AND SHOULD BE APPROVED...	8
V. THE REQUESTED CLASS REPRESENTATIVE SERVICE PAYMENT IS REASONABLE AND SHOULD BE APPROVED.....	8
VI. THE SETTLEMENT ADMINISTRATION COSTS ARE REASONABLE AND SHOULD BE APPROVED.....	9
VII. CONCLUSION.....	9

TABLE OF AUTHORITIES

Cases

<i>7-Eleven Owners for Fair Franchising v. Southland Corp.</i> , 85 Cal.App.4th 1135 (2000)	3
<i>Clark v. American Residential Services, LLC</i> , 175 Cal.App.4th 785 (2009)	8
<i>Dunk v. Ford Motor Co.</i> , 48 Cal.App.4th 1794 (1996)	2
<i>Golba v. Dick’s Sporting Goods, Inc.</i> , 238 Cal.App.4th 1251 (2015)	8
<i>Hernandez v. Restoration Hardware, Inc.</i> , 4 Cal.5th 260 (2018)	3, 6
<i>Laffitte v. Robert Half Int’l, Inc.</i> , 1 Cal.5th 480 (2016)	6, 7
<i>Lealo v. Beneficial California, Inc.</i> , 82 Cal.App.4th 19 (2000)	5
<i>Melnyk v. Robledo</i> , 64 Cal.App.3d 618 (1976)	7
<i>Munoz v. BCI Coca-Cola Bottling Co. of Los Angeles</i> , 186 Cal.App.4th 399 (2010)	3
<i>PLCM Group, Inc. v. Drexler</i> , 22 Cal.4th 1084 (2000)	7
<i>Roos v. Honeywell Int’l, Inc.</i> , 241 Cal.App.4th 1472 (2015)	6
<i>Singer v. Becton Dickinson and Co.</i> , No. 08–CV–821–IEG, 2010 WL 2196104 (S.D. Cal. 2010)	7
<i>Wershba v. Apple Computer, Inc.</i> 91 Cal.App.4th 224 (2001)	3
<i>Wren v. RGIS Inventory Specialists</i> , No. C–06–05778 JCS, 2011 WL 1230826 (N.D. Cal. Apr. 1, 2011)	6, 7

1 **I. INTRODUCTION**

2 Plaintiff Rodolfo Ponce (“Plaintiff”) seeks final approval of a non-reversionary Gross
3 Settlement Amount of \$425,000.00. The Amended Class Action and PAGA Settlement
4 Agreement and Class Notice (“Settlement”) provides that the deductions will be made from the
5 Gross Settlement Amount:

- 6 1. Attorneys’ fees in the amount of up to \$141,666.67;
- 7 2. Litigation costs in the amount of up to \$15,874.86;
- 8 3. A Class Representative Service Payment of up to \$10,000.00;
- 9 4. Settlement administration expenses of up to \$8,000.00; and
- 10 5. Civil penalties in the amount of \$20,000.00 for claims under the Private
11 Attorneys’ General Act of 2004 (“PAGA”), 75% of which (\$15,000.00) will be paid to the
12 California Labor and Workforce Development Agency (“LWDA), and 25% of which
13 (\$5,000.00) will be distributed to Aggrieved Employees based on the number of pay periods
14 worked during the PAGA Period. *See* Settlement §§ 3.2.5, 3.2.5.1; *see also* Declaration of
15 Taylor Mitzner (“Mitzner Decl.”), at ¶¶ 13, 15.

16 After all deductions are made, the Net Settlement Amount will be distributed to 428
17 Class Members as of the filing of this Motion for Final Approval of Class Action and PAGA
18 Settlement (the “Motion”) (“Participating Class Members” or “Settlement Class Member”)
19 based on the number of weeks worked during the Class Period. Mitzner Decl. at ¶ 12.

20 The proposed Settlement is a product of diligent efforts, litigation, arm’s length
21 negotiations, and informal discovery that resulted in the best possible outcome for the Class. By
22 resolving this matter now, Class Members will receive a guaranteed recovery without risk of
23 nonpayment, delay, or an adverse judgment at trial.

24 There are no objections to the Settlement and no requests for exclusion. *Id.* at ¶¶ 9, 10.
25 The Participating Class Members will receive an average settlement payment of \$536.12, with
26 the highest payout reaching \$3,373.16. Mitzner Decl. at ¶ 14. Aggrieved Employees will receive
27 an average settlement payment of \$19.31, with the highest payout reaching \$46.84. *Id.* at ¶ 15.
28 Plaintiff’s estimated Individual Class Payment and his Individual PAGA Payment totals

1 approximately \$580.36. *Id.* at ¶¶ 14, 15. In light of the Class’s favorable response, and the facts
2 and law set forth below as well as in the motion for preliminary approval, Plaintiff respectfully
3 requests that the Court now enter an Order: (1) granting final approval of the Settlement; (2)
4 entering final judgment; (3) requiring distribution of individual settlement shares to
5 Participating Class Members; and (4) approving payments for attorneys’ fees, litigation costs,
6 the Class Representative Service Payment, Settlement Administration Expenses, and civil
7 penalties under PAGA.

8 **II. THE SETTLEMENT MERITS FINAL APPROVAL**

9 In deciding whether to grant final approval of a class action settlement, California courts
10 consider whether the settlement is “fair, adequate, and reasonable.” *Dunk v. Ford Motor Co.*,
11 48 Cal.App.4th 1794, 1801 (1996). In evaluating whether a settlement is fair, adequate, and
12 reasonable, courts evaluate the following factors: (1) the strength of the plaintiff’s case; (2) the
13 risk, expense, complexity and duration of further litigation; (3) the risk of maintaining class
14 action status through trial; (4) the amount offered in settlement; (5) the extent of discovery
15 completed and the stage of the proceedings; (6) the experience and views of counsel; (7) the
16 presence of a governmental participant; and (8) the reaction of class members to the proposed
17 settlement. *Id.*

18 **A. A Presumption of Fairness Exists**

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

24 At preliminary approval, Plaintiff presented evidence that this Settlement is entitled to a
25 presumption of fairness because: (1) it was reached through arm’s length bargaining with the
26 assistance of an experienced mediator; (2) Plaintiff conducted a thorough investigation through
27 informal discovery and an analysis of Class Members’ time and payroll records; and (3)
28 Plaintiff’s Counsel is experienced in similar litigation. *See* Declaration of John G. Yslas in

1 Support of Motion for Preliminary Approval of Class Action and PAGA Settlement (“Yslas
2 MPA Decl.”) filed July 24, 2024 at ¶¶ 6-10, 21-33. None of the Class Members have opted out
3 and none have objected. *See* Mitzner Decl. at ¶¶ 9, 10. Therefore, the Court can confidently
4 conclude that a presumption of fairness exists.

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

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

17 Here, Plaintiff presented sufficient information at preliminary approval regarding the
18 number of class members and an estimate of the maximum value of each of the claims alleged.
19 *See* Yslas MPA Decl. at ¶¶ 16-29. Plaintiff has also described in detail the risks the Class faced
20 in litigation and the strengths and weaknesses of each of the claims. *See id.* Plaintiff noted
21 potential difficulties in obtaining class certification and succeeding on the merits at trial. *See*
22 *id.* The factual record here is sufficiently developed to allow the Court to independently satisfy
23 itself “that the consideration being received for the release of the class members’ claims is
24 reasonable in light of the strengths and weaknesses of the claims and the risks of the particular
25 litigation.” *Munoz v. BCI Coca-Cola Bottling Co. of Los Angeles*, 186 Cal.App.4th 399, 410
26 (2010).

27 ///

28 ///

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

2 The Settlement provides a \$425,000.00 Gross Settlement Amount (“GSA”) to be
3 distributed among the 428 Class Members who did not opt out as of the date of this filing.
4 Mitzner Decl. at ¶¶ 5-7, 11-13. The Gross Settlement Amount will be used to pay Class
5 Counsel’s attorneys’ fees and costs, Plaintiff’s Class Representative Service Payment, and
6 Phoenix Settlement Administrators (“Phoenix”) for its administration of the Class Notice and
7 settlement funds. *Id.* at ¶ 13. The Settlement also allocates \$20,000.00 from the Gross Settlement
8 Amount to civil penalties under PAGA. *See* Settlement at ¶ 3.2.5; *see also* Mitzner Decl. ¶ 13.
9 After all deductions are made, the Net Settlement Amount will be \$229,458.47, which will be
10 distributed to Participating Class Members according to the number of weeks they worked for
11 Defendant during the Class Period. *See* Settlement at ¶ 3.2.4; *see also* Mitzner Decl. ¶¶ 13, 14.

12 The Settlement Administrator has calculated a total of 21,904 workweeks in the Class
13 Period. Mitzner Decl. at ¶¶ 4, 12. As a result, the average recovery for Participating Class
14 Members is \$536.12, and the highest payout is \$3,373.16. *Id.* at ¶ 14. Weighing the potential
15 value of the class claims against the risk and expense of trial, the Settlement provides sufficient
16 relief in light of the potential risks associated with seeking a class judgment.

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

18 Class Counsel sufficiently investigated the alleged claims, applicable law, and potential
19 defenses. *See* Yslas MPA Decl. at ¶ 9. Specifically, Class Counsel assessed the value of the
20 claims using data and documents provided by Defendant in informal discovery, which included
21 policy documents and timekeeping and payroll records. *See id.* Following a complete analysis
22 of this information, the Parties attended mediation on May 14, 2024 with an experienced
23 mediator. *Id.* at ¶ 6. The Parties were able to reach an agreement and spent the next several
24 months negotiating the terms of the Settlement. *Id.* at ¶¶ 7-8; *see also* Supplemental Declaration
25 of Samantha A. Smith in Support of Motion for Preliminary Approval of Class Action and
26 PAGA Settlement (“Smith MPA Decl.”) at ¶¶ 3-4.

27 ///

28 ///

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

2 Plaintiff is represented by Wilshire Law Firm, PLC. Declaration of John G. Yslas in
3 Support of Motion for Final Approval of Class Action and PAGA Settlement (“Yslas MFA
4 Decl.”) at ¶ 3. Class Counsel prosecute wage and hour cases, including class and representative
5 actions. *Id.* at ¶¶ 4, 5. Class Counsel has litigated many wage and hour cases and have
6 successfully resolved cases involving similar issues presented in this matter. *Id.* at ¶¶ 4-16. Class
7 Counsel has negotiated a settlement here that they believe is fair, reasonable, and adequate based
8 on their prior experience litigating these types of cases. *Id.* at ¶ 21.

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

10 The LWDA has received the required notice of this Settlement. *Id.* at ¶ 22. On January
11 7, 2023, Plaintiff provided notice to the LWDA of his intention to file a PAGA claim. Yslas
12 MPA Decl. at ¶ 4. The Settlement provides for the payment of \$20,000.00 in civil penalties,
13 75% of which (\$15,000.00) will be paid to the LWDA, and 25% of which (\$5,000.00) will be
14 paid to Aggrieved Employees based on the number of pay periods worked during the PAGA
15 Period. *See* Mitzner Decl. at ¶¶ 13, 15; *see also* Settlement at §§ 3.2.5, 3.2.5.1. Plaintiff
16 submitted a copy of the Amended Class Action and PAGA Settlement Agreement to the LWDA.
17 Yslas MFA Decl. at ¶ 22, **Exhibit 2**. The LWDA has not responded to or objected to the
18 Settlement. *Id.* at ¶ 23.

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

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

23 When the Court granted preliminary approval, it also approved the method of providing
24 notice to Class Members. Following a search of the National Change of Address database,
25 Phoenix mailed the Class Notice to all Class Members on June 27, 2025. Mitzner Decl. at ¶¶ 5,
26 6. The Class Notice informed Class Members of the terms of the Settlement, the amount of their
27 individual settlements and how those amounts were calculated, their right to either participate
28 in the Settlement, opt out of it, object to it, or dispute the amount of their individual settlement

1 payment, the procedures and deadlines to submit an opt out, objection, or dispute, and the date,
2 time, and place of the hearing on Plaintiff’s Motion for Final Approval and instructions to be
3 heard at the hearing. *Id.* at ¶ 6, Exhibit A. Here, in response to the Class Notice, zero (0) Class
4 Members opted out, and none objected as of the date of the filing of this Motion. *Id.* at ¶¶ 9-11.
5 Class Members’ favorable response to the Settlement further supports final approval.

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

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

17 **A. The Requested Fee Award is Fair and Reasonable Based on the Percentage-** 18 **of-Recovery Method**

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

25 The requested fee award (33 1/3% or one-third of the GSA) is consistent with the average
26 fee award in class actions. *See, e.g., Roos v. Honeywell Int’l, Inc.*, 241 Cal.App.4th 1472 (2015)
27 (fee award of 37.5% was not an abuse of discretion), disapproved of on other grounds by
28 *Hernandez v. Restoration Hardware, Inc.*, 4 Cal.5th 260, 287 (2018); *Wren v. RGIS Inventory*

1 *Specialists*, No. C-06-05778 JCS, 2011 WL 1230826, at *29 (N.D. Cal. Apr. 1, 2011)
2 (approving fee award of 42%); *Singer v. Becton Dickinson and Co.*, No. 08-CV-821-IEG, 2010
3 WL 2196104, at *8 (S.D. Cal. June 1, 2010) (approving fee award of one-third and noting that
4 the typical fees awarded in wage and hour class action cases ranges from 33.33% to 40%).
5 Therefore, the percentage-of-recovery method should be utilized to approve the requested fee.

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

7 Although *Laffitte* makes clear that a lodestar cross-check is not required, Class Counsel's
8 lodestar supports the reasonableness of the requested fee. The lodestar is determined by
9 multiplying the number of hours reasonably expended by the reasonable hourly rate. *PLCM*
10 *Group, Inc. v. Drexler*, 22 Cal.4th 1084, 1095 (2000). The lodestar figure may then be adjusted,
11 based on consideration of factors specific to the case, in order to fix the fee at the fair market
12 value for the legal services provided." *Id.* The factors that can be considered include "the nature
13 of the litigation, its difficulty, the amount involved, the skill required in its handling, the skill
14 employed, the attention given, the success or failure, and other circumstances in the case."
15 *Melnyk v. Robledo*, 64 Cal.App.3d 618, 623-624 (1976) (citations omitted).

16 Class Counsel's requested fees have been approved by other courts in California. Yslas
17 MFA Decl. at ¶ 16. The total hours expended on this action were reasonable and in line with
18 comparable cases. *Id.* Class Counsel spent 171.5 hours in prosecuting this action, which were
19 divided among the attorneys working on this case according to skill level. *Id.* at ¶¶ 17-19. The
20 hours expended by each attorney were reasonable and not duplicative and reflect the extensive
21 investigation and analysis that was required to achieve this Settlement. *Id.* at ¶ 19.

22 Multiplying the total hours expended by Class Counsel by their reasonable hourly rates
23 yields a lodestar of \$181,740.00. *Id.* at ¶ 18. This amount surpasses the requested fee award of
24 \$ 141,666.67, resulting in a negative multiplier. *Id.* at ¶ 19. Accordingly, Class Counsel
25 respectfully requests the Court approve their \$141,666.67 fee request.

26 ///

27 ///

28 ///

1 **IV. THE REQUESTED COST AWARD IS REASONABLE AND SHOULD BE**
2 **APPROVED**

3 The Settlement permits Class Counsel to seek reimbursement of litigation costs in an
4 amount up to \$20,000.00. The actual costs incurred are \$15,874.86, as such Class Counsel is
5 seeking reimbursement of \$15,874.86. *Id.* at ¶ 20, Exhibit 1. Since Class Counsel's costs do not
6 exceed the maximum of \$20,000.00, the remaining \$4,125.14 will revert to the Net Settlement
7 Amount for distribution among the Class Members. *Id.* These costs were reasonable and
8 necessary to prosecute this case and obtain the results achieved. *Id.*

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

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

19 Here, Plaintiff provided a declaration in support of Plaintiff's Motion for Preliminary
20 Approval of Class Action and PAGA Settlement and a declaration in support of Plaintiff's
21 Motion for Final Approval of Class Action and PAGA Settlement detailing the risk he faced in
22 bringing the suit, the notoriety and personal difficulties she encountered, the amount of time
23 and effort he spent on this litigation, the duration of this litigation, and the personal benefit he
24 will receive as a result of the litigation. *See generally* Declaration of Rodolfo Ponce in Support
25 of Motion for Preliminary Approval of Class Action and PAGA Settlement filed on November
26 14, 2024, and Declaration of Plaintiff Rodolfo Ponce in Support of Motion for Final Approval
27 of Class Action and PAGA Settlement filed concurrently herewith. Plaintiff should be
28 adequately compensated for his role in obtaining in this Settlement.

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

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

6 The Parties agreed to hire Phoenix as the Settlement Administrator in this case and the
7 Court approved this choice at preliminary approval. The Settlement Administrator was
8 responsible for updating Class Members' mailing addresses, mailing the Class Notice to each
9 Class Member, responding to Class Member questions, providing weekly status reports, and
10 providing a declaration as to the results of the mailing. *See* Mitzner Decl. at ¶ 3. Following final
11 approval, Phoenix's duties will continue in order to calculate and to mail the settlement
12 payments to Class Members, disburse other payments as ordered by the Court, and perform such
13 other duties described in the Settlement. *Id.* The requested amount of \$8,000.00 for services
14 rendered and to be rendered is therefore fair and reasonable.

15 **VII. CONCLUSION**

16 Based on the foregoing, Class Counsel respectfully requests that the Court grant final
17 approval of the Class Action and PAGA Settlement, approve Class Counsel attorneys' fees in
18 the amount of \$425,000.00 and reimbursement of litigation costs in the amount of \$15,874.86,
19 the Class Representative Service Payment in the amount of \$10,000.00, civil penalties under
20 PAGA in the amount of \$20,000.00, and \$8,000.00 to Phoenix for its settlement administration
21 expenses.

22 Dated: September 8, 2025

23 WILSHIRE LAW FIRM, PLC

24 By: *Lisa B. Iturriaga*
25 Lisa B. Iturriaga
26 Attorneys for Plaintiff Rodolfo Ponce