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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

JORGE MARTINEZ, on behalf of himself
and all others similarly situated,

Plaintiff,

v.

FERGUSON ENTERPRISES, LLC., a
Virginia Corporation; and DOES 1-50,
inclusive.

Defendants.

CASE NO.: 23STCV06590

Assigned to Hon. Timothy P. Dillon

**PLAINTIFF'S NOTICE OF MOTION AND
MOTION FOR FINAL APPROVAL OF
CLASS ACTION SETTLEMENT**

HEARING INFO

Date: March 5, 2026

Time: 10:00 a.m.

Dept.: 15

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

2 **PLEASE TAKE NOTICE** that on March 5, 2026, at 10:00 a.m., or as soon thereafter as
3 the matter may be heard, in Department 15 before the Honorable Timothy P. Dillon of the Los
4 Angeles County Superior Court, located at 312 North Spring Street, Los Angeles, California
5 90012, Plaintiff Jorge Martinez, individually and on behalf of all others similarly situated, will
6 and hereby does move the Court, pursuant to Code of Civil Procedure section 382, for entry of an
7 Order granting final approval of the parties' Class Action and PAGA Settlement Agreement (the
8 Settlement Agreement or the Settlement), which this Court preliminarily approved on November
9 4, 2025.

10 This Motion, which is supported and unopposed by Defendant Ferguson Enterprises, LLC
11 ("Defendant"), seeks final approval of a \$375,000 Settlement on behalf of the Settlement Class
12 Members and entry of judgment.

13 Specifically, Plaintiff will and hereby does move the Court to grant final approval of the
14 Settlement Agreement, and enter the Proposed Order and Final Judgment filed concurrently
15 herewith:

16 1. Finally certifying the Settlement Class, as defined in the Settlement Agreement
17 and the Court's Order Granting Preliminary Approval of the Class Action Settlement;

18 2. Finally appointing Plaintiff Jorge Martinez as the Class Representative for
19 purposes of settlement;

20 3. Finally appointing Joshua Falakassa of Falakassa Law, P.C. and Mehrdad Bokhour
21 of Bokhour Law Group, P.C. as Class Counsel for purposes of settlement;

22 4. Finding that the Class Notice was properly provided to the Settlement Class in
23 accordance with the Court's Order Granting Preliminary Approval of Class Action Settlement;

24 5. Finally approving the Settlement as fair, adequate, and reasonable, based upon the
25 terms set forth in the Settlement Agreement;

26 6. Binding Participating Class Members to the terms of the Settlement Agreement,
27 including the Release specified therein; and

28 7. Retaining jurisdiction to enforce the Settlement Agreement.

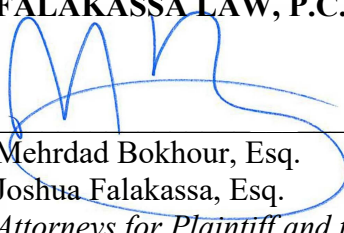
1 This Motion is based upon this notice, the accompanying memorandum of points and
2 authorities, the Declarations of Mehrdad Bokhour and Joshua Falakassa in Support of Final
3 Approval of Class Action Settlement, and the Declaration of Plaintiff Jorge Martinez in Support
4 of the Plaintiff's Motion for Preliminary Approval of Class Action Settlement, and the
5 Declaration of Jarrod Salinas of Phoenix Settlement Administrators—all filed concurrently
6 herewith; the records and files in this Action, and any other further evidence or argument that the
7 Court may receive at or before the hearing.

8
9 Dated: February 5, 2026

Respectfully submitted,

BOKHOUR LAW GROUP, P.C.
FALAKASSA LAW, P.C.

10
11 By:


Mehrdad Bokhour, Esq.

Joshua Falakassa, Esq.

Attorneys for Plaintiff and the Putative Class

TABLE OF CONTENTS

I.	INTRODUCTION	1
II.	SUMMARY OF ARGUMENT AND ESSENTIAL POINTS	1
III.	PERTINENT BACKGROUND AND SETTLEMENT TERMS.....	2
IV.	THE NOTICE PROCESS.....	4
	A. Notice to the Settlement Class Members	4
	B. There are Zero Objections and Zero Requests for Exclusion	5
V.	EVALUATION OF THE SETTLEMENT	6
	A. The Settlement Was Reached Through Informed Arms-Length Negotiation	7
	B. Plaintiff’s Investigation Was More Than Sufficient	7
	C. Class Counsel Are Experienced in Similar Litigation and Endorse the Settlement	8
	D. Reasonable Estimate of the Nature and Amount of Recovery	8
VI.	THE REQUESTED ATTORNEYS’ FEES ARE FAIR, REASONABLE AND SHOULD BE AWARDED.....	9
	A. Plaintiff is Entitled to Recover Reasonable Attorneys’ Fees Under the Labor Code.....	10
	B. Class Counsels’ Request for Fees Is Reasonable and Properly Calculated as a Percentage of the Common Fund	10
	1. <i>The Attorneys’ Fees Requested Here Fall Within the Reasonable Range Awarded in Similar Cases Under the Well-established Common Fund Method</i>	11
	2. <i>The High Quality of Work and Excellent Result Obtained Supports the Award</i>	11
	3. <i>Settlement Class Members Had Sufficient Notice of the Requested Fees</i>	12
	4. <i>The Contingent Nature of Class Counsels’ Representation of Plaintiff and the Settlement Class Further Supports the Fee Award at 1/3 of the Common Fund</i>	13
	5. <i>A Lodestar Cross-Check Confirms the Reasonableness of the Fee Award</i>	13
	6. <i>Public Policy Considerations Require the Award of Adequate Fees So Competent and Experienced Counsel Will Undertake Such Representations</i>	16
VII.	THE REQUESTED COSTS AND SERVICE PAYMENT ARE REASONABLE.....	18
	A. The Requested Costs Are Reasonable and Merit Approval.....	18

1	B. The Requested Class Representative Service Payment is Reasonable and Merits Approval	
2		18
3	VIII. OTHER MATTERS RE: FINAL APPROVAL	19
4	A. Settlement Administration Costs	19
5	B. Uncashed Checks	19
6	C. Final Report.....	19
7	D. Submission to the LWDA.....	20
8	IX. CONCLUSION.....	20

TABLE OF AUTHORITIES

CASES

7-Eleven Owners for Fair Franchising v. Southland Corp. (2000) 85 Cal.App.4th 1135	8
Bell v. Am. Title Ins. Co. (1991) 226 Cal.App.3d 1589	6
Bell v. Farmers Insurance Exchange (2004) 115 Cal.App.4th 715.....	18
Chavez v. Netflix, Inc. (2008) 162 Cal.App.4th 43	10
City of Oakland v. Oakland Raiders (1988) 203 Cal.App.3d 78.....	14
Coalition for Los Angeles County Planning v. Board of Supervisors (1977) 76 Cal.App.3d 241	14
Craft v. County of San Bernardino, 2008 U.S. Dist. LEXIS 27526	14
Dunk v. Ford Motor Co. (1996) 48 Cal.App.4th 1794	4, 5, 6
Ferguson v. Lieff, Cabraser, Heimann & Bernstein (2003) 30 Cal.4th 1037.....	6
Franklin v. Kaypro Corp. (9th Cir. 1989) 884 F.2d 1222	6
Heritage Bond Litigation (C.D. Cal., June 10, 2005, No. 02-ML-1475 DT) 2005 WL 1594403	13
In re American Bank Note Holographics, Inc. (SDNY 2001) 127 F.Supp.2d 418	6
In re Stauffer's Estate (1959) 53 Cal.2d 12	17
Kraus v. Trinity Management Services, Inc. (2000) 23 Cal.4th 116	17
Kullar v. Foot Locker Retail, Inc. (2008) 168 Cal.App.4th 116.....	8
Laffitte v. Robert Half International, Inc. (2016) 1 Cal.5th 480.....	10, 11
Lealao, supra, 82 Cal.App. 4 th at 46-47.....	13, 14
Litwin v. iRenew Bio Energy Solutions, LLC (2014) 226 Cal.App.4th 877	12
Mandujano v. Basic Vegetable Prods., Inc., (9th Cir. 1976) 541 F.2d 672.....	5
Munoz v. BCI Coca-Cola Bottling Co. of Los Angeles (2010) 186 Cal.App.4th 399	8
Pearce v. Superior Court (1983) 149 Cal.App.3d 1058, 1065	17
PLCM Group, Inc. v. Drexler (2000) 22 Cal.4 th 1084.....	14
Press v. Lucky Stores, Inc. (1983) 34 Cal.3d 311	14
Rodriguez v. West Publishing (9th Cir. 2009) 563 F.3d 948	18
Sav-On Drug Stores, Inc. v. Superior Court (2004) 34 Cal.4th 319.....	17
Stambaugh v. Super. Ct. (1976) 62 Cal.App.3d 231.....	6

1	<i>Steinder v. Am. Broadcasting Co., Inc.</i> (9 th Cir. 2007) 248 Fed. Appx. 780	14
2	<i>Sternwest Corp v. Ash</i> (1986) 183 Cal.App.3d 74	14
3	<i>Torchia v. WW Grainger, Inc.</i> (E.D. Cal. 2014) 304 F.R.D. 256	14
4	<i>Van Bronkhorst v. Safeco Corp.</i> (9th Cir. 1976) 529 F.2d 943	6
5	<i>Vasquez v. Superior Court</i> (1971) 4 Cal.3d 800	17
6	<i>Vizcaino v. Microsoft Corp</i> (9th Cir. 2002) 290 F.3d 1043	13, 14
7	<i>Wershba v. Apple Computers, Inc.</i> (2001) 91 Cal.App.4th 246	9, 14
8	<i>Whiteway v. FedEx Kinkos Office & Print Svcs., Inc.</i> (N.D. Cal. Dec. 17, 2007)	18

STATUTES

10	California Code of Civil Procedure § 1021.5	10
11	California Labor Code § 218.5	10
12	California Labor Code § 226(e)	10
13	California Labor Code § 1194.2	10
14	California Labor Code § 2698–2699.5	1
15	California Labor Code § 2699(g)	10
16	California Labor Code § 2699(l)(2)	20

OTHER AUTHORITIES

18	Alba Conte & Newberg, <i>supra</i> , at § 11.51	7
19	Newberg on Class Actions, § 14:6 at 552	11

RULES

21	California Rules of Court Rule 3.766 (d)	5
22	California Rules of Court Rule 3.769	12
23	California Rules of Court Rule 3.769(b)	7
24	California Rules of Court Rule 3.769(d)	1
25	California Rules of Court Rule 3.769(e)	1
26	California Rules of Court Rule 3.769 (f)	5
27	California Rules of Court, rule 3.769 (g)	6

1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. INTRODUCTION**

3 This motion seeks final approval of a wage-and-hour class action settlement between
4 Plaintiff Jorge Martinez (“Plaintiff”) and Defendant Ferguson Enterprises, LLC (“Defendant”)
5 (collectively, the “Parties”) in the amount of \$375,000 (the “Gross Settlement Amount”) to be
6 distributed to 162 individuals who are or were employed by Defendant as non-exempt hourly
7 employees in California between March 24, 2019 to April 6, 2024, and opted out of Defendant’s
8 arbitration program (the “Class Members” or the “Settlement Class”).

9 Plaintiff also represents a group of PAGA Members on behalf of the State of California
10 as private attorney general pursuant to the California Labor Code Private Attorneys General Act
11 of 2004 (“PAGA”). (Lab. Code, §§ 2698–2699.5.) The PAGA Members include any non-exempt
12 hourly employee who works or worked for Defendant in California at any time from May 15,
13 2023 to April 6, 2024, and opted out of Defendant’s arbitration program.

14 A true and correct copy of the Class Action and PAGA Settlement Agreement
15 (“Settlement Agreement”) is attached as **Exhibit B** to the concurrently filed Declaration of
16 Mehrdad Bokhour in Support of Plaintiff’s Motion for Final Approval of Class Action Settlement
17 (“Bokhour Decl.”). The Settlement Agreement, in its entirety, is incorporated herein by reference.

18 On or about November 4, 2025, the Court granted preliminary approval of the Settlement
19 Agreement. Pursuant to that order, on December 3, 2025, Phoenix Settlement Administrators (the
20 “Settlement Administrator” or “Phoenix”) mailed the Court-approved Notice of Proposed Class
21 Action Settlement (the “Class Notice”) to all 162 Class Members. (See Declaration of Jarrod
22 Salinas of Phoenix, in Support of Motion for Final Approval of Class Action Settlement (“Salinas
23 Decl.”), at ¶¶ 3-15.)

24 A copy of the Class Notice is attached to Salinas Decl. as **Exhibit A**.

25 **II. SUMMARY OF ARGUMENT AND ESSENTIAL POINTS**

26 Pursuant to California Rules of Court, Rule 3.769(d) and (e), Plaintiff respectfully requests
27 that this Court grant final approval of the Class and PAGA Representative Action Settlement
28 Agreement (the “Settlement Agreement” and/or the “Settlement”) already on file in this action,

1 which is unopposed by Defendant and enter the Proposed Order and Final Judgment in this matter.

2 There are several essential reasons why this Settlement should be approved, and judgment
3 entered accordingly. They are as follows:

4 • The parties agreed to a \$375,000 Settlement Amount tailored to a limited release
5 of the claims alleged on behalf of the Settlement Class Members;

6 • The Settlement Class Members were deemed to participate in the Settlement
7 (unless the Settlement Class Members opted out of the Settlement), and were not required to
8 submit a claim form to receive funds;

9 • There is no reversion to Defendant; and

10 • There are zero objections to the Settlement and zero Requests for Exclusion from
11 the Settlement.

12 Based on the foregoing, Plaintiff respectfully requests that the Court issue an order
13 (1) finally certifying the Class; (2) finally appointing Plaintiff as the Class Representative;
14 (3) finally appointing Plaintiff's attorneys as Class Counsel, (4) finding that notice of the
15 settlement was properly provided to the Class Members; (5) finally approving the Settlement
16 Agreement as fair, adequate, and reasonable; (6) finally approving the allocation for attorneys'
17 fees of one-third of the Gross Settlement Amount, plus necessary incurred litigation costs;
18 (7) finally approving Phoenix as the settlement administrator; (8) finally approving the allocation
19 of \$50,000.00 from the Gross Settlement Amount for PAGA penalties; (9) finally approving a
20 class representative incentive payment to Plaintiff in an amount of \$10,000; (10) binding all
21 participating class members to the terms of the Settlement Agreement, including the release
22 specified therein; and (11) retaining jurisdiction to enforce the terms of the Settlement
23 Agreement.

24 In accordance with the analysis and law set forth herein, the Settlement should be
25 approved, and judgment entered based on the determination that the Settlement is fair, reasonable,
26 adequate, and in the best interests of the Settlement Class.

27 **III. PERTINENT BACKGROUND AND SETTLEMENT TERMS**

28 Plaintiff and the Settlement Class Members include all individuals who are or were

employed by Defendant as non-exempt hourly employees in California at any time between March 24, 2019, and April 6, 2024 (Declaration of Mehrdad Bokhour in Support of Motion for Final Approval of Class Action Settlement; ¶ 24 (“Bokhour Decl.”)).

The Settlement Agreement establishes a base gross settlement amount of \$375,000, subject to an escalator provision. The escalator was triggered based on the Settlement Administrator’s analysis of Defendant’s class data, and Defendant elected to increase the gross settlement amount to \$375,000.

Plaintiff’s primary allegations were that Defendant (1) failed to pay all wages owed, (2) failed to provide compliant meal and rest periods or pay compensation in lieu thereof at the “regular rate of pay”, (3) failed to provide accurate itemized wage statements, (4) failed to provide timely pay upon separation of employment, and (5) claims for civil penalties under the PAGA arising from the alleged Labor Code violations. (*Id.*)

The Settlement Class includes 162 individuals who performed work in a non-exempt position for Defendant in California at any time during the Class Period. The following is a breakdown reflecting how the funds are allocated under the Settlement Agreement (Declaration of Jarrod Salinas Regarding Notice and Settlement Administration (“Salinas Decl.”), ¶ 14):

	Total Amount
<i>Settlement Amount</i>	\$375,000.00
Attorneys’ Fees (1/3)	\$125,000.00
Litigation Costs	\$17,802.75
Settlement Administrator Costs	\$6,000.00
PAGA payment to LWDA	\$37,500.00
PAGA payment to PAGA Members	\$12,500.00
Class Representative Service Payment	\$10,000.00
<i>Net Settlement Amount</i>	\$166,197.25

Settlement Class Members who did not opt out of the Settlement in a timely manner will be deemed to participate in the Settlement and shall become Participating Class Members without having to submit a claim form or take any other action. Each Participating Class Member will receive a pro-rata share of the Net Settlement Amount according to the percentage of weeks he/she worked during the Class Period, such that the amount actually distributed to Participating Class Members will equal 100% of the Net Settlement Amount.

1 Assuming the Court approves all of the amounts in the Settlement, the average payment
2 to each Participating Class Member is estimated to be approximately **\$1,025.91**, and the highest
3 payment is estimated to be approximately **\$1,428.04**. (Salinas Decl. ¶ 12)

4 Thirty-three percent (33%) will be allocated as wages, subject to applicable local, state,
5 and federal tax withholdings; and sixty-seven percent (67%) will be allocated as interest and civil
6 penalties (including amounts under California Labor Code sections 203 and 226), which are not
7 subject to withholding. The Settlement Agreement provides that Defendant will fund the
8 Settlement Amount within thirty (30) days after the Effective Date. Within ten days (10)
9 thereafter, the Settlement Administrator shall issue payments to cover all court-approved
10 payments, including payments to the Participating Class Members.

11 The Court granted preliminary approval of the Settlement on November 4, 2025. Inherent
12 in the Court's grant of preliminary approval is a determination that the Settlement is
13 presumptively fair and provides fair and reasonable benefits to the Settlement Class. Thereafter,
14 the Settlement Administrator, Phoenix, disseminated the Class Notice. (Salinas Decl. ¶¶ 3-6.)
15 The results of the notice process are set forth in The Declaration of Jarrod Salinas and discussed
16 in detail in Section III below. Nevertheless, the reaction to the Settlement was overwhelmingly
17 positive, as **no** Settlement Class Member objected to the Settlement and no Settlement Class
18 Member requested exclusion from the Settlement. This represents a **100%** participation rate by
19 the Settlement Class. (Salinas Decl., ¶¶ 14-16.)

20 In light of this overwhelmingly positive reaction to the Settlement and its overall terms, it
21 is clear that the Settlement, which was the product of arm's-length negotiations, is fair and
22 reasonable, and the parties therefore respectfully request that the Court grant final approval and
23 enter the proposed judgment as requested. (See *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th
24 1794, 1800–1802 [class action settlements should be approved if they are fair and reasonable, and
25 a low percentage of objectors and opt-outs is evidence of an agreement's fairness].)

26 **IV. THE NOTICE PROCESS**

27 **A. Notice to the Settlement Class Members**

28 Pursuant to the Court's Preliminary Approval Order and the Settlement Agreement, the

1 parties directed the Settlement Administrator to review and update the Settlement Class Member
2 addresses, mail the Court-approved Class Notice to the Settlement Class Members, and process
3 their responses. (Salinas Decl., ¶¶ 3-7.)

4 Before mailing the Class Notice, the Settlement Administrator performed a National
5 Change of Address search on all Settlement Class Members to determine if any had moved.
6 (Salinas Decl., ¶ 4.)

7 On December 3, 2025, the Class Notice was sent via first-class mail to the 162 Settlement
8 Class Members, advising them about the lawsuit and the Settlement. (Salinas Decl., ¶ 6).

9 A total of only one Class Notice has been deemed undeliverable despite the Settlement
10 Administrator's skip-tracing efforts. To date, the settlement administrator has not received any
11 objections or requests for exclusion.

12 In accordance with California Rules of Court, rules 3.766 (d) and 3.769 (f), the Class
13 Notice provided Settlement Class Members with (1) a brief explanation of the case; (2) an
14 explanation of each Settlement Class Member's right to opt out of the Settlement Class; (3) an
15 explanation of the process (and relevant deadlines) through which a Settlement Class Member
16 could opt out of the Settlement Class; (4) notice about the binding nature of the Judgment for
17 Settlement Class Members who do not opt-out; (5) an explanation of each Settlement Class
18 Member's right to appear through counsel; (6) an explanation of each Settlement Class Member's
19 right to appear at the fairness hearing and express views on the Settlement, i.e., object or otherwise
20 respond; and (7) an explanation of each Settlement Class Member's right to participate in the
21 Settlement and receive payment accordingly. (Attached hereto as **Exhibit "A"** to the Jarrod
22 Salinas Declaration is a true and correct copy of the Class Notice.)

23 **B. There are Zero Objections and Zero Requests for Exclusion**

24 California law makes clear that the percentage of objectors and opt-outs is an important
25 factor in the Court's consideration of a proposed class action settlement. (See *Dunk, supra*, 48
26 Cal.App.4th at 1802.) Indeed, the Ninth Circuit and other federal courts recognize that in the final
27 fairness analysis, the number or percentage of class members who object to the settlement is a
28 significant factor. (See *Mandujano v. Basic Vegetable Prods., Inc.*, (9th Cir. 1976) 541 F.2d 672,

677; *In re American Bank Note Holographics, Inc.* (SDNY 2001) 127 F.Supp.2d 418, 425 [“[i]t is well settled that the reaction of the class to the settlement is perhaps the most significant factor to be weighed in considering its adequacy.”]

In this case, as noted above, there are zero objections to the Settlement and zero requests for exclusion from the Settlement--meaning all of the Settlement Class Members elected to participate in the Settlement. (Salinas Decl., ¶¶ 9-13.) Thus, the Settlement Class overwhelmingly viewed this as a fair and reasonable Settlement.

V. EVALUATION OF THE SETTLEMENT

It is axiomatic that California law strongly favors and encourages settlements. (See *Stambaugh v. Super. Ct.* (1976) 62 Cal.App.3d 231, 236.) This presumption in favor of settlement applies with particular force in the context of class actions. (See *Ferguson v. Lieff, Cabraser, Heimann & Bernstein* (2003) 30 Cal.4th 1037 (Kennard, J., concurring and dissenting) [“[p]ublic policy favoring settlement is especially weighty for class actions”]; *Bell v. Am. Title Ins. Co.* (1991) 226 Cal.App.3d 1589, 1607-1608 [affirming the trial court’s approval of a class settlement and implicitly endorsing its citation of federal precedent for the notion that there is a “strong public policy in favor of settlement of class actions”]; see also *Franklin v. Kaypro Corp.* (9th Cir. 1989) 884 F.2d 1222, 1229, quoting *Van Bronkhorst v. Safeco Corp.* (9th Cir. 1976) 529 F.2d 943, 950 [“it hardly seems necessary to point out that there is an overriding public interest in settling and quieting litigation. This is particularly true in class action suits”].)

When entertaining a request for final approval of a class action settlement, a court’s fundamental consideration is whether the settlement is fair, adequate and reasonable. (See *Dunk, supra*, 48 Cal.App.4th at 1801, fn. 7 [noting that state courts look to federal authority concerning the approval of class settlements]; California Rules of Court, rule 3.769 (g).)

Importantly, fairness is presumed when: (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; (4) the percentage of objectors and opt outs is small, and (5) the range of reasonableness of the settlement fund to a possible recovery in light of all attendant risks of litigation.” (*Dunk* 1802.)

1 All five of these factors are discussed in detail below.

2 **A. The Settlement Was Reached Through Informed Arms-Length Negotiation**

3 Courts presume the absence of fraud or collusion in the negotiation of a settlement unless
4 evidence to the contrary is offered. Thus, there is a presumption here that the negotiations were
5 conducted in good faith. (*See*, 3 Alba Conte & Newberg, *supra*, at § 11.51.) The proposed
6 Settlement here was the product of arm's-length negotiation before a highly experienced and
7 reputable California wage-and-hour class-action mediator, Lynn Frank, Esq., to reach a
8 settlement. (Bokhour Decl. ¶ 26.)

9 Here, Plaintiff and Class Counsel have diligently investigated the claims raised in this
10 litigation and, after taking into account the disputed factual and legal issues involved in this
11 action, the risks attending further prosecution, and the benefits to be received pursuant to the
12 compromise and settlement of the Action as set forth in the Settlement, concluded that the
13 Settlement terms are fair, reasonable, and in the best interest of the Settlement Class. (Bokhour
14 Decl. ¶ 27.)

15 As the Settlement Agreement itself reveals, there is no preferential treatment for any
16 segment of the Settlement Class, as the Settlement is designed to fairly and adequately
17 compensate all Settlement Class Members. Pursuant to California Rules of Court Rule 3.769(b),
18 the parties have disclosed the agreed-upon and proposed attorneys' fees, which are well within
19 the range of reasonableness for matters of this nature. (Bokhour Decl. ¶ 28.)

20 **B. Plaintiff's Investigation Was More Than Sufficient**

21 As set forth at the time of preliminary approval, Class Counsels' extensive investigation
22 into the facts and merits of the wage and hour claims alleged included analyzing substantial
23 amounts of information, correspondence, documents, timekeeping records, and payroll data,
24 relevant wage and hour policies and procedures, and evidence relating to the class size and the
25 commonality of the claims.

26 During this process, Plaintiff and Class Counsel conducted investigations into the
27 potential claims of the similarly situated employees, including interviewing multiple putative
28 class members, as well as researching and investigating Defendant's defenses.

1 Finally, Class Counsel synthesized and analyzed information provided by Defendant
2 regarding the total Settlement Class Members, the number of current and former non-exempt
3 employees, and the number of employees who worked during various time periods and prepared
4 comprehensive damages calculations regarding the wage and hour claims at issue. (Bokhour Decl.
5 ¶ 29.)

6 **C. Class Counsel Are Experienced in Similar Litigation and Endorse the**
7 **Settlement**

8 Class Counsel are experienced in this type of litigation, and they have (and hereby do)
9 represent that this Settlement is fair and reasonable. (Bokhour Decl., ¶¶ 3-13; Declaration of
10 Joshua Falakassa in Support of Plaintiff’s Motion for Final Approval of Class Action Settlement
11 (“Falakassa Decl.” ¶¶ 3-8); *see 7-Eleven Owners for Fair Franchising v. Southland Corp.* (2000)
12 85 Cal.App.4th 1135, 1152 [Final approval of settlement affirmed where counsel were all
13 experienced litigators with class-action experience and had recommended settlement based on the
14 negotiated terms].)

15 **D. Reasonable Estimate of the Nature and Amount of Recovery**

16 Plaintiff’s Motion for Preliminary Approval contained a comprehensive *Kullar* analysis
17 (which sufficiently provided the Court with “basic information about the nature and magnitude
18 of the claims in question and the basis for concluding that the consideration being paid for the
19 release of those claims represents a reasonable compromise.” (*Kullar v. Foot Locker Retail, Inc.*
20 (2008) 168 Cal.App.4th 116, 133.) *Munoz v. BCI Coca-Cola Bottling Co. of Los Angeles* (2010)
21 186 Cal.App.4th 399, later clarified *Kullar* by noting that an explicit statement of the maximum
22 theoretical amount that the class could recover was not part of the “basic information” that
23 counsel was required to produce:

24 Greenwell misunderstands *Kullar*, apparently interpreting it to require
25 the record in all cases to contain evidence in the form of an explicit
26 statement of the maximum amount the plaintiff class could recover if
27 it prevailed on all its claims – a number which appears nowhere in the
28 record of the case. But *Kullar* does not, as Greenwell claims, require
any such explicit statement of value; it requires a record which allows
“an understanding of the amount that is in controversy and the realistic
range of outcomes of the litigation.

1 Of course, a settlement is not judged against what might have been recovered had a
2 plaintiff prevailed at trial, nor does the settlement have to provide 100% of the damages sought
3 to be fair and reasonable. (*Wershba v. Apple Computers, Inc.* (2001) 91 Cal.App.4th 246, 250.)
4 (“Compromise is inherent and necessary in the settlement process ... even if the relief afforded
5 by the proposed settlement is substantially narrower than it would be if the suits were to be
6 successfully litigated, this is no bar to a class settlement because the public interest may indeed
7 be served by a voluntary settlement in which each side gives ground in the interest of avoiding
8 litigation.”)

9 In light of the uncertainties of protracted litigation, this negotiated Settlement reflects the
10 best practicable recovery for the Settlement Class. While the total Settlement amount is, of course,
11 a compromise figure, the potential risks and opportunities of both parties were effectively
12 weighed and considered by the parties, resulting in a fair and equitable Settlement. Based upon
13 detailed data obtained through discovery and information exchanges and factoring in claim
14 certification probabilities and liability probabilities, Class Counsel formulated detailed damages
15 models to evaluate the claims in preparation for mediation and to reach a realistic and reasonable
16 resolution. (Bokhour Decl. ¶ 29.)

17 Of course, Defendant denies that any damages should be assessed and denies all of the
18 value assessed by Plaintiff. (*Id.*) Notwithstanding these arguments, the Settlement commits
19 Defendant to pay a Settlement Amount of \$375,000 to settle the litigation.

20 **VI. THE REQUESTED ATTORNEYS’ FEES ARE FAIR, REASONABLE, AND**
21 **SHOULD BE AWARDED**

22 For their efforts in creating a common fund for the benefit of the Settlement Class, the
23 Settlement Agreement provides that Class Counsel may seek reasonable Attorneys’ Fees of
24 \$125,000, which is one-third of the Settlement Amount. These fees are warranted under the law
25 and within the range of fees commonly awarded in similar class action cases.

26 As shown herein, the requested percentage of one-third of the Settlement Amount as
27 payment for Attorneys’ Fees should be granted for several reasons, including the following: (1)
28 one-third is the standard benchmark in California for class action settlements (see *e.g.*, *Chavez v.*

1 *Netflix, Inc.* (2008) 162 Cal.App.4th 43, 66 n. 11 (“Empirical studies show that, regardless
2 whether the percentage method or the lodestar method is used fee awards in class actions average
3 around one-third of the recovery”); and (2) that the California Supreme Court recently held that
4 the percentage of the fund method survives in California class action cases (*Laffitte v. Robert Half*
5 *International, Inc.* (2016) 1 Cal.5th 480).

6 Accordingly, Plaintiff’s Attorneys’ Fees request should receive final approval.

7 **A. Plaintiff is Entitled to Recover Reasonable Attorneys’ Fees Under the Labor**
8 **Code**

9 Plaintiff and the Settlement Class in this action are entitled to recover reasonable
10 Attorneys’ Fees and Costs under section 218.5 of the California Labor Code, which provides that,
11 “[i]n any action brought for the nonpayment of wages ... the Court shall award reasonable
12 attorneys’ fees and costs to the prevailing party.”

13 In addition, Plaintiff and the Settlement Class are entitled to recover reasonable Attorneys’
14 Fees pursuant to section 1194.2 of the Labor Code, which provides that, “... any employee
15 receiving less than the legal minimum wage ... applicable to the employee is entitled to recover
16 in a civil action the unpaid balance of the full amount of this minimum wage... including ...
17 reasonable attorney’s fees, and costs of suit.”

18 Plaintiff is further entitled to Attorneys’ Fees and Costs under section 226(e) of the Labor
19 Code (employee who prevails on claim for itemized wage statement violation “is entitled to an
20 award of costs and reasonable attorneys’ fees”); under PAGA (Labor Code § 2699(g), which
21 provides “Any employee who prevails in any action shall be entitled to an award of reasonable
22 attorney’s fees and costs, including any filing fee paid”); and, potentially, section 1021.5 of the
23 California Code of Civil Procedure.

24 **B. Class Counsels’ Request for Fees Is Reasonable and Properly Calculated as a**
25 **Percentage of the Common Fund**

26 Under the “common fund” doctrine, the request for Attorneys’ Fees in the amount of 1/3
27 of the Settlement Amount is reasonable and appropriate, because (1) it is within the approved
28 range for percentages awarded as attorneys’ fees in similar cases; (2) it is supported by the high

1 quality and amount of Class Counsels' work on this case and the positive results obtained for the
2 Settlement Class; (3) the Settlement Class had sufficient notice of the attorneys' fee request; and
3 (4) it is supported by the fact that this case was handled on a contingency basis and was undertaken
4 despite numerous risks and expenses.

5 **1. The Attorneys' Fees Requested Here Fall Within the Reasonable Range**
6 **Awarded in Similar Cases Under the Well-established Common Fund**
7 **Method**

8 The California Supreme Court has approved trial courts' use of the common fund method
9 to award attorneys' fees in wage and hour class actions, like this one, and routinely upholds
10 attorneys' fee requests of 1/3 of the total settlement amount obtained for the class. (*See Laffitte v.*
11 *Robert Half Int'l Inc.* (2016) 1 Cal. 5th 480, 506; *see also*, 4 Newberg on Class Actions, § 14:6 at
12 552 ("fee awards in class actions average around one-third of the recovery").

13 **2. The High Quality of Work and Excellent Result Obtained Supports the**
14 **Award**

15 In addition to the fact that a class benefit was created with a significant common fund, the
16 fairness of the requested fee award of one-third of that common fund is supported by the high
17 quality of work performed by Class Counsel and the favorable result obtained for the Class
18 Members given the significant challenges faced by Plaintiff in this action. As the record
19 demonstrates, Class Counsel conducted the litigation on behalf of the class in a competent,
20 professional and efficient manner. In doing so, Class Counsel confronted substantial litigation
21 risks with well-developed arguments, careful factual analysis and creative strategy to overcome
22 legal obstacles, such as those created by challenging factual issues pertaining to each of the
23 substantive claims. The effective legal work performed by Class Counsel, which resulted in a
24 significant benefit for class members, justifies the one-third of the common fund that is requested
25 as reasonable attorneys' fees.

26 Class Counsel diligently, efficiently, and creatively pursued this case and promptly
27 reached a successful settlement for the benefit of the Class Members. Despite the numerous risks
28 and obstacles afflicting Plaintiff's claims as detailed in Plaintiff's Motion for Preliminary

1 Approval, Plaintiff's counsel crafted and negotiated a fair and reasonable Settlement Agreement
2 for the benefit of the Class Members.

3 The fact that the settlement was embraced and supported by the Class Members, as
4 evidenced by zero objections and no opt-outs out of 162 Class Members, clearly demonstrates
5 that the Class Members support the Settlement Agreement and results achieved by Class Counsel
6 through the litigation of this matter.

7 Moreover, Class Counsel demonstrated considerable skill in obtaining such a significant
8 settlement despite the numerous challenges in this case, which could have precluded any
9 recovery. "Class Counsel demonstrated professional skills that benefited the class. In particular,
10 Class Counsel presented carefully developed legal arguments, evaluated complex factual issues,
11 and implemented an effective strategy in framing the litigation and negotiations. As a result, Class
12 Counsel obtained a settlement that significantly benefits the class.

13 As a result of this litigation, the Class Members stand to receive a significant Net
14 Settlement Amount of \$265,866.22.

15 **3. Settlement Class Members Had Sufficient Notice of the Requested Fees**

16 Rule 3.769 of the California Rules of Court requires that the Class Members be notified
17 of any agreement regarding an application for attorneys' fees. Here, the Class Notice,
18 preliminarily approved by the Court and distributed to the Settlement Class Members, apprised
19 them that Class Counsel will ask for Attorneys' Fees of one-third of the Settlement Amount as
20 reasonable compensation for the work Class Counsel performed and will continue to perform in
21 this lawsuit through final approval. (Salinas Decl.¶ 5; Exh. A.)

22 The Class Notice also advised the Settlement Class Members of the procedures for
23 objecting to the proposed Settlement and appearing at the settlement hearing, where they could
24 present their objections to any aspect of the Settlement, including the amount of Attorneys' Fees
25 to be awarded to Class Counsel. (*Litwin v. iRenew Bio Energy Solutions, LLC* (2014) 226
26 Cal.App.4th 877, 883 ["[p]rocedural due process requires that affected parties be provided with
27 'the right to be heard at a meaningful time and in a meaningful manner'"].) In accordance with
28 the foregoing, it is respectfully submitted that the instant notice complied with Rule 3.769 and, as

1 a result, the Settlement Class Members’ due process rights were fulfilled.

2 **4. The Contingent Nature of Class Counsel’s Representation of Plaintiff**
3 **and the Settlement Class Further Supports the Fee Award at 1/3 of the**
4 **Common Fund**

5 An additional factor in favor of granting the requested fee award is that this case was both
6 legally and financially risky for Class Counsel. (*See Vizcaino v. Microsoft Corp* (9th Cir. 2002)
7 290 F.3d 1043, 1048-49.) Class Counsel has been representing the Settlement Class in this matter
8 on a strictly contingency basis, and as such, incurred the risk of non-recovery after a substantial
9 investment of time, money, and resources, and has done so since the inception of this case without
10 any payment or compensation. Specifically, there was the prospect of enormous cost inherent in
11 this class action litigation, as well as the prospect of a prolonged battle well-funded corporations
12 who were represented by an experienced law firm; the risk that Defendant could prevail on their
13 arguments that the Settlement Class should not be certified; and the risk that Defendant could
14 prevail on the merits of some or all of the claims.

15 If Plaintiff had lost this case, Class Counsel would have recovered nothing and would
16 have lost their out-of-pocket costs.

17 Finally, the absence of any valid objections to the requested fee award, coupled with the
18 100% Class participation rate, also supports the appropriateness and reasonableness of the
19 requested attorneys’ fees. (*In re Heritage Bond Litigation* (C.D. Cal., June 10, 2005, No. 02-ML-
20 1475 DT) 2005 WL 1594403, at *21 [“The absence of objections or disapproval by class members
21 to Class Counsel’s fee further supports finding the fee request reasonable.”].)

22 **5. A Lodestar Cross-Check Confirms the Reasonableness of the Fee Award**

23 Despite recognized limitations of the so-called lodestar method, some California and
24 federal courts acknowledge the utility of a lodestar “cross-check.”¹ (*Lealao, supra*, 82 Cal.App.
25 4th at 46-47.) Under the “lodestar multiplier” method of cross-checking the reasonableness of
26

27 ¹ In practice, the lodestar method is difficult to apply, time-consuming to administer, inconsistent in result, and
28 capable of manipulation. In addition, the lodestar creates inherent incentive to prolong the litigation until sufficient
hours have been expended. Herr, David F., *Manual for Complex Litigation*, § 14.121 (1988); *See also In re Activision*
(N.D. Cal 1989) 723 F.Supp 1373.

1 attorneys' fees in class actions, the court ascertains Class counsel's total "lodestar" amount by
2 multiplying the number of hours reasonably expended by each attorney or legal staff member by
3 their hourly rates, and then enhances or reduces this lodestar figure by a "multiplier" to account
4 for a range of factors, such as the novelty or difficulty of the case, its contingent nature, and the
5 degree of success achieved. *PLCM Group, Inc. v. Drexler* (2000) 22 Cal.4th 1084, 1625-96; *Press*
6 *v. Lucky Stores, Inc.* (1983) 34 Cal.3d 311, 322; *Lealao, supra*, 82 Cal.App.4th at 43 [court has
7 discretion to use a multiplier to ensure that the "fee awarded is within the range of fees freely
8 negotiated in the legal marketplace in comparable litigation"].)

9 Historically, California courts have approved multipliers of 1.5 to 4. *See Coalition for*
10 *Los Angeles County Planning v. Board of Supervisors* (1977) 76 Cal.App.3d 241, 251 (multiplier
11 of 2+ approved); *Sternwest Corp v. Ash* (1986) 183 Cal.App.3d 74, 75. The multiplier requested
12 by Class Counsel below is within the range of multipliers found to be appropriate by various
13 federal and state courts in California. In *Sternwest Corp. v. Ash* (1986) 183 Cal.App.3d 74, for
14 instance, the Court of Appeal remanded for a lodestar enhancement of "two, three, four or
15 otherwise." *Id.* At 76; *see also Wershba*, 91 Cal.App.4th at 255 ("Multipliers can range from 2 to
16 4 or even higher"); *City of Oakland v. Oakland Raiders* (1988) 203 Cal.App.3d 78, 83 (affirming
17 2.34 multiplier); *Coalition for Los Angeles County Planning in the Pub. Interest v. Board of*
18 *Supervisors*, 76 Cal.App.3d 241, 251 (affirming multiplier of approximately 2); *Craft v. County*
19 *of San Bernardino*, 2008 U.S. Dist. LEXIS 27526 (C.D. Cal. Apr. 1, 2008) (applying 5.2
20 multiplier); *See also Steinder v. Am. Broadcasting Co., Inc.* (9th Cir. 2007) 248 Fed. Appx. 780,
21 783 (approving multiplier of 6.85 and citing cases with comparable or higher multipliers);
22 *Vizcaino v. Microsoft Corp.* (9th Cir. 2002) 290 F.3d 1043, 1051 (finding no abuse of discretion
23 in awarding a multiplier of 3.65). In *Torchia v. WW Grainger, Inc.* (E.D. Cal. 2014) 304 F.R.D.
24 256, 275-278, a federal magistrate in Fresno approved attorneys' fees of \$550,000 constituting a
25 3.57 multiplier on class counsel's total lodestar of \$153,856, in a wage and hour class action
26 where class counsel expended 457.85 hours on the case, engaged in limited formal discovery, and
27 where the case settled for \$2,750,000 within one year from filing the Complaint with 909 class
28 members claiming \$1,305,200 and the remainder, except for the attorneys' fees and costs,

reverting to the company.

As set forth in the declarations of Class Counsel submitted herewith, the actual aggregated lodestar between the attorneys working on this case is approximately \$112,137.50, which is summarized in the following table and the declaration of Class Counsel:

Attorney	Experience	Hourly Rate	Hours	Total Lodestar
Mehrdad Bokhour	13 years	\$750	77.5 ²	\$58,125
Joshua Falakassa	12 years	\$725	74.5	\$54,012.50
Total Lodestar				\$112,137.50

(See Bokhour Decl., ¶ 18, Falakassa Decl. ¶ 16.)

The requested fee of \$112,137.50 represents a multiplier of approximately 1.11 on the combined lodestar of \$112,137.50, which is well within the range that courts regularly approve.

The hourly rates above are comparable to those of other attorneys with equal or similar experience, if not somewhat lower (*i.e.*, the Laffrey Matrix at www.laffreymatrix.com indicates that the rate for a 4-year attorney is \$455/hour and a 12-year attorney is \$742/hour). Moreover, the Wolters Kluwer 2017 Real Rate Report (“Real Rate Report”) provides directly applicable information in this regard. The Real Rate Report is based on an extensive, statistically significant compilation of data comprising 25.8 million billing entries and 23.9 million hours billed by over 112,100 individual timekeepers from 4,620 law firms, totaling \$9.02 billion in billed fees. (See Wolters Kluwer’s ELM Solutions, Inc., 2017 Real Rate Report). The Real Rate Report then compiles and analyzes this data to provide the hourly rates for partners and associates in major metropolitan areas. For the southern California area, which is based on billing entries for 1,125 partners and 1,566 associates, the Real Rate Report states that (a) the rates for partners in Los Angeles is between \$640 and \$869.75 per hour for the middle and upper quartiles, and (b) the

² Includes an estimated 15 hours of additional work preparing for and attending the hearing (inclusive of finalizing and filing the motion, appearing at the hearing, addressing the Court’s questions/concerns, submitting revised documents, responding to class members who are anxious to receive their check, and so on), as well as the anticipated work to be performed after the final approval, working with counsel, administrator, and Class Members (which includes up to 1.5 years of case management relating to ensuring timely payment from Defendant, reviewing the calculations, checks are timely mailed, responding to class members questions about the timing of checks/missing checks/lost checks and remailings, working with the administrator regarding uncashed checks and remailings, assisting with the Administrator’s declarations regarding payments and uncashed checks, potentially filing an amended judgment, appearing at the final disbursement hearing and/or submitting paperwork related thereto.

1 rates for associates in Los Angeles are between \$478.74 and \$638.97 for the median and upper
2 quartiles. And, perhaps most importantly, the information in the Real Rate Report is not based on
3 self-reported numbers, surveys, sampling, reviews, or other publications – instead, it is based on
4 the actual hours and fees billed by law firms. These numbers are not surprising, given that the
5 National Law Journal article stated that in 2014, partners in Los Angeles charged an average of
6 \$665, while the average associate rate was \$401. (Sloan, \$1,000 Per Hour Isn't Rare Anymore;
7 Nominal Billing Levels Rise, But Discounts Ease Blow (2014) Nat. Law Journal.)³. (Bokhour
8 Decl., ¶ 24-26.)

9 Thus, not only are Plaintiff's Counsel's rates reasonable and typical, but the attorneys'
10 fees requested are in line with Plaintiff's Counsel's lodestar, all confirming that the fee request is
11 fair and reasonable.

12 Class Counsel are also highly experienced in Class/PAGA litigation, including having
13 been selected as a "Super Lawyer" in employment litigation on multiple occasions and having
14 achieved one of the largest settlements in California in 2021 through 2025. (Bokhour Decl. ¶¶ 2-
15 6; Falakassa Decl. ¶¶ 3-8). Indeed, Class Counsel's rates are typical of those charged by defense
16 counsel with similar experience doing similar employment litigation in this region.

17 **6. Public Policy Considerations Require the Award of Adequate Fees So**
18 **Competent and Experienced Counsel Will Undertake Such**
19 **Representations**

20 In many complex actions such as this one, able counsel for plaintiffs can be retained only
21 on a contingent basis. A large segment of the public would be denied a remedy and the ability to
22 retain counsel to pursue low-value individual claims in actions such as the current case if fees
23 awarded by the courts in successful cases did not fairly and adequately compensate counsel for
24 the services provided, the serious risks undertaken, and the delay before any compensation is
25 received.

26 Fair fee awards in successful cases ensure that competent legal services will be available.
27

28 ³ The article notes that at Irell & Manella, the average partner rate is \$890/hr; Mannatt, Phelps & Phillips is \$740/hr; O'Melveny & Meyers is \$715/hr; and Jeffer Mangels Butler & Mitchell is \$690/hr. *Id.*

1 The complexity and societal importance of this type of litigation call for the most able counsel
2 obtainable for plaintiffs. To encourage first-rate attorneys to represent plaintiffs on a contingent
3 basis in this type of important litigation, attorneys' fees awarded should reflect this goal. In its
4 landmark decision, *Vasquez v. Superior Court* (1971) 4 Cal.3d 800, a unanimous Supreme Court
5 noted:

6 “Thirty years ago commentators, in urging the utility of the class suit to vindicate
7 the rights of stockholders, made this incisive observation: ‘Modern society seems
8 increasingly to expose men to . . . group injuries for which individually they are in
9 a poor position to seek legal redress, either because they do not know enough or
10 because such redress is disproportionately expensive. If each is left to assert his
11 rights alone if and when he can, there will at best be a random and fragmentary
12 enforcement, if there is any at all. This result is not only unfortunate in the particular
13 case, but it will operate seriously to impair the deterrent effect of the sanctions
14 which underlie much contemporary law. The problem of fashioning an effective
15 and inclusive group remedy is thus a major one.’ [Citation.]” (*Vasquez v. Superior
16 Court, supra*, 4 Cal.3d 800, 807.)

17 The same rationale applies to this litigation. The express judicial policy of California is
18 to favor the maintenance of these types of representative actions. (See, e.g., *Sav-On Drug Stores,
19 Inc. v. Superior Court* (2004) 34 Cal.4th 319, 340; *Pearce v. Superior Court* (1983) 149
20 Cal.App.3d 1058, 1065; *Kraus v. Trinity Management Services, Inc.* (2000) 23 Cal.4th 116, 126.)

21 One of the purposes for awarding fees in such a situation is:

22 “[E]ncouragement of the attorney for the successful litigant, who will be more willing to
23 undertake and diligently prosecute proper litigation for the protection of recovery of the
24 fund if he is assured that he will be promptly and directly compensated should his efforts
25 be successful.” (*In re Stauffer's Estate* (1959) 53 Cal.2d 124, 132.)

26 Conversely, a reduction in attorneys' fees due to the size of the settlement in this case
27 would create perverse incentives for class action attorneys—effectively penalizing them for
28 obtaining more favorable results on behalf of the class. Public policy would be best served by
encouraging class action attorneys to recover the greatest amount reasonably possible on behalf
of the injured class members. The award of attorneys' fees as requested by Class Counsel would
properly reward Class Counsel's efforts in advancing a 'clear public policy' and would encourage
additional such efforts. These important public policy considerations support the Court's approval
of the fee requested.

1 **VII. THE REQUESTED COSTS AND SERVICE PAYMENT ARE REASONABLE**

2 **A. The Requested Costs Are Reasonable and Merit Approval**

3 Class Counsel's actual costs through the final approval hearing are estimated to be
4 \$17,802.75. (Bokhour Decl. ¶ 22.)

5 These costs include mediation, filing, expert, and process service fees. They are
6 reasonable and uncontested.

7 **B. The Requested Class Representative Service Payment is Reasonable and**
8 **Merits Approval**

9 A named plaintiff is an essential ingredient of any class action, and a service payment
10 is appropriate to induce individuals to step forward and assume the burdens and obligations of
11 representing the settlement class. Courts regularly approve service payments to compensate
12 named plaintiffs for their service to the class and the risks they incurred during the litigation.
13 (*See, e.g., Bell v. Farmers Insurance Exchange* (2004) 115 Cal.App.4th 715, 726 (upholding
14 "service payments" to named Plaintiff for their efforts in bringing class action); *Rodriguez v.*
15 *West Publishing* (9th Cir. 2009) 563 F.3d 948, 959 (stating that incentive awards are "intended
16 to compensate class representatives for work done on behalf of the class, to make up for
17 financial or reputational risk undertaken in bringing the action, and, sometimes, to recognize
18 their willingness to act as a private attorney general.").

19 Under the Settlement, Defendant agreed not to oppose Plaintiff's request for a Class
20 Representative Service Payment in the amount of \$10,000, which Plaintiff seeks in recognition
21 of her contributions as the Class Representative. Plaintiff undertook the burdens associated with
22 serving as class representative and assisted with the investigation and settlement process. This
23 factor is significant for a relatively low-wage earner, and the potential risk is very real. (*See*
24 *Whiteway v. FedEx Kinkos Office & Print Svcs., Inc.* (N.D. Cal. Dec. 17, 2007) No. C 05-2320
25 SBA, 2007 WL 4531783, at *3 ("the few courts to consider this 'class representatives' dilemma"
26 have not found it inequitable to assess costs upon the lead or named plaintiff in a class action.").)

27 As further detailed in Plaintiff's Declaration in Support of Preliminary Approval of
28 Class Action Settlement on file with this Court, Plaintiff committed a significant number of

1 hours to assist with the investigation, litigation, settlement processes of this case to assist on
2 the matter. Plaintiff also spent considerable time helping prepare for and aid in the mediation
3 and settlement process. Finally, Plaintiff has entered into a general release of all claims against
4 Defendant, whereas the Settlement Class Members only released the claims alleged. The
5 requested Class Representative Service Payment of \$10,000 to Plaintiff is reasonable,
6 particularly in light of the substantial benefits Plaintiff generated for the Settlement Class
7 Members, the risks she undertook, and in exchange for executing a general release against
8 Defendant while giving up the right to separately pursue her individual wage and hour claims.

9 The Class Notice sent to each Settlement Class Member detailed the proposed Class
10 Representative Service Payment. No Settlement Class Member objected to the proposed
11 payment to Plaintiff. Thus, Plaintiff requests that the Court approve the service payments as
12 reasonable and appropriate.

13 **VIII. OTHER MATTERS RE: FINAL APPROVAL**

14 **A. Settlement Administration Costs**

15 The parties agreed that the Settlement Administrator, Phoenix, would be compensated
16 for services performed. The Settlement Administrator's requested fee is \$6,000 (Salinas Decl.,
17 ¶ 16)

18 **B. Uncashed Checks**

19 The Settlement Agreement provides that any checks that remain uncashed after 180 days
20 will be transferred to the California Controller's Unclaimed Property Fund in the name of the
21 Class Member.

22 **C. Final Report**

23 Defendant shall fully fund the Gross Settlement Amount by transmitting the funds to the
24 Administrator no later than twenty (20) days after the Settlement Administrator provides
25 Defendant with wire transfer information. Settlement Class Members will have 180 days to cash
26 their checks. As such, the parties propose submitting a final report in the form of a declaration
27 from the Settlement Administrator (setting forth the money that was actually paid to the
28 Settlement Class Members and unclaimed funds to the California Controller's Unclaimed

Property Fund within 30 days of the check-cashing deadline.

D. Submission to the LWDA

Plaintiff has complied with all notice requirements under Labor Code section 2699(1)(2), and the LWDA has not objected. As set forth in the Declaration of Mehrdad Bokhour in Support of Final Approval of Class Action Settlement at ¶ 24, the Settlement was previously submitted to the LWDA in accordance with Labor Code § 2699(1)(2).

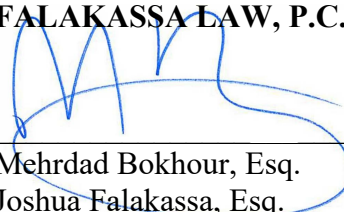
IX. CONCLUSION

Plaintiff respectfully submits that the Settlement is fair, adequate, and reasonable and merits approval. This Motion is unopposed by Defendant. Based on the foregoing, Plaintiff requests that the Court grant this Motion and finally approve the Settlement.

Dated: February 6, 2026,

Respectfully submitted,
BOKHOUR LAW GROUP, P.C.
FALAKASSA LAW, P.C.

By:



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