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

NIMA NASERZADEH, individually, and on
behalf of all others similarly situated,

Plaintiff,

v.

KAMBRIAN CORPORATION, a California
corporation; and DOES 1 through 10, inclusive,

Defendants.

Case No.: 23STCV04343

*Assigned for all purposes to:
Hon. Carolyn B. Kuhl
Dept. 12*

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

FINAL APPROVAL HEARING

Date: February 3, 2026
Time: 10:30 a.m.
Dept.: 12

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

2 **PLEASE TAKE NOTICE** that on February 3, 2026 at 10:30 a.m., or as soon thereafter
3 as the matter may be heard in Department 12 of the above-entitled Court, located at 312 North
4 Spring Street, Los Angeles, CA 90012, Plaintiff Nima Naserzadeh ("Plaintiff") will and hereby
5 does move this Court for an Order:

- 6 1. Granting final approval of the proposed Class Action and PAGA Settlement
7 Agreement;
- 8 2. Awarding Class Counsel attorneys' fees in the amount of \$116,666.67 and
9 reimbursement of litigation costs in the amount of \$20,876.48;
- 10 3. Awarding Plaintiff a service payment in the amount of \$10,000.00;
- 11 4. Awarding \$6,350.00 to ILYM Group, Inc. ("ILYM") for its settlement
12 administration expenses; and
- 13 5. Approving allocation of \$25,000.00 as civil penalties under the Private Attorneys'
14 General Act of 2004 ("PAGA"), 75% of which (\$18,750.00) will be paid to the
15 California Labor and Workforce Development Agency, and 25% of which
16 (\$6,250.00) will be distributed to Aggrieved Employees based on the number of
17 pay periods worked during the PAGA Period.

18 This Motion is based on this Notice of Motion, Memorandum of Points and Authorities,
19 the accompanying declarations, and on all records and documents on file, together with such oral
20 and documentary evidence that may be presented at the hearing on this matter.

21 Dated: January 9, 2026

WILSHIRE LAW FIRM, PLC

22 By: 

23 John G. Yslas
24 Arrash T. Fattahi
25 Courtney M. Miller
26 Lisa B. Iturriaga
27 Arman A. Salehi

28 Attorneys for Plaintiff Nima Naserzadeh

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1 **I. INTRODUCTION**

2 Plaintiff Nima Naserzadeh (“Plaintiff”) seeks final approval of a non-reversionary Gross
3 Settlement Amount of \$350,000.00. The Class Action and PAGA Settlement Agreement
4 (“Settlement”) provides that the deductions will be made from the Gross Settlement Amount:

- 5 1. Attorneys’ fees in the amount of up to \$116,666.67;
6 2. Litigation costs in the amount of up to \$30,000.00¹;
7 3. A Class Representative Service Payment of up to \$10,000.00;
8 4. Settlement administration expenses of up to \$6,350.00; and
9 5. Civil penalties in the amount of \$25,000.00 for claims under the Private
10 Attorneys’ General Act of 2004 (“PAGA”), 75% of which (\$18,750.00) will be paid to the
11 California Labor and Workforce Development Agency (“LWDA”), and 25% of which
12 (\$6,250.00) will be distributed to Aggrieved Employees based on the number of pay periods
13 worked during the PAGA Period. (*See* Settlement §§ 1.33., 3.2.5.; *see also* Declaration of Nick
14 Castro of ILYM Group, Inc. in Support of Motion for Final Approval of Class Action and PAGA
15 Settlement [“Castro Decl.”], ¶ 15.)

16 After all deductions are made, the Net Settlement Amount will be distributed to 111
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 Members”)
19 based on the number of weeks worked during the Class Period. (Castro Decl., ¶¶ 14, 15.)

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, Settlement Class Members will receive a guaranteed recovery without
23 risk of nonpayment, delay, or an adverse judgment at trial.

24 There are no objections to the Settlement and no requests for exclusion. (Castro Decl.,
25 ¶¶ 11-12.) The Participating Class Members will receive an average settlement payment of
26 \$1,541.50, with the highest payout reaching \$10,241.95. (Castro Decl., ¶ 15.) Aggrieved
27

28 ¹ Class Counsel’s final litigation costs total \$20,876.48. (*see* Declaration of Arrash T. Fattahi in Support of
Motion for Final Approval of Class Action and PAGA Settlement [“Fattahi MFA Decl.”], ¶ 21, **Exhibit 1.**)

1 Employees will receive an average settlement payment of \$56.31, with the highest payout
2 reaching \$515.21. (Castro Decl., ¶ 16.) In light of the Class’s favorable response, and the facts
3 and law set forth below as well as in the motion for preliminary approval, Plaintiff respectfully
4 requests that the Court now enter an Order: (1) granting final approval of the Settlement; (2)
5 entering final judgment; (3) requiring distribution of individual settlement shares to
6 Participating Class Members; and (4) approving payments for attorneys’ fees, litigation costs,
7 the Class Representative Service Payment, Settlement Administration Expenses, and civil
8 penalties under PAGA.

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

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

19 **A. A Presumption of Fairness Exists**

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

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

(3) Plaintiff’s Counsel is experienced in similar litigation. (*See* Declaration of Arrash T. Fattahi in Support of Plaintiff’s Motion for Preliminary Approval of Class Action Settlement [“Fattahi MPA Decl.”], ¶¶ 5-9, 14-16, 38-46.) None of the Settlement Class Members have opted out and none have objected. (*See* Castro Decl., ¶¶ 11, 12.) 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.* (2001) 91 Cal.App.4th 224, 250, disapproved of on other grounds by *Hernandez v. Restoration Hardware, Inc.* (2018) 4 Cal.5th 260, 269-270; *see also* *7-Eleven Owners for Fair Franchising v. Southland Corp.* (2000) 85 Cal.App.4th 1135, 1150 [“the merits of the underlying class claims are not a basis for upsetting the settlement of a class action; the operative word is ‘settlement.’”].) 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 p. 1146.)

Here, Plaintiff presented sufficient information at preliminary approval regarding the number of Settlement Class Members and an estimate of the maximum value of each of the claims alleged. (*See* Fattahi MPA Decl., ¶¶ 14-27.) 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.*) 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* (2010) 186 Cal.App.4th 399, 410.)

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

2 The Settlement provides a \$350,000.00 Gross Settlement Amount (“GSA”) to be
3 distributed among the 111 Participating Class Members who did not opt out as of the date of
4 this filing. (Castro Decl., ¶¶ 14-16.) The GSA will be used to pay Class Counsel’s attorneys’
5 fees and costs, Plaintiff’s service payment, and ILYM Group, Inc. (“ILYM”) for its
6 administration of the Class Notice and settlement funds. (*Id.* at ¶ 15.) The Settlement also
7 allocates \$25,000.00 from the GSA to civil penalties under PAGA. (*See* Settlement, § 3.2.5.;
8 *see also* Castro Decl., ¶¶ 15, 16.) After all deductions are made, the Net Settlement Amount
9 will be \$171,106.85, which will be distributed to Participating Class Members according to the
10 number of weeks they worked for Defendant during the Class Period.² (*See* Settlement, § 3.2.4.;
11 *see also* Castro Decl., ¶¶ 14, 15.)

12 The Settlement Administrator has calculated a total of 3,358 workweeks in the Class
13 Period. (Castro Decl., ¶ 14.) As a result, the average recovery for Participating Class Members
14 is \$1,541.50, and the highest payout is \$10,241.95. (*Id.* at ¶ 15.) Weighing the potential value
15 of the class claims against the risk and expense of trial, the Settlement provides sufficient relief
16 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* Fattahi MPA Decl., ¶¶ 5-6, 14-16.) Specifically, Class Counsel assessed the
20 value of the claims using data and documents provided by Defendant in informal discovery,
21 which included policy documents and timekeeping and payroll records. (*See id.*) Following a
22 complete analysis of this information, the Parties attended mediation on October 8, 2024 with
23 an experienced mediator. (*Id.* at ¶ 7.) The Parties were able to reach an agreement and spent a
24 considerable amount of time negotiating the terms of the Settlement. (*See id.* at ¶ 8.)

25
26
27 ² The Net Settlement Amount figure has increased to the present figure of \$171,106.85, up from \$161,983.33 as
28 is explained by the fact that the MPA assumed up to \$30,000 in costs, whereas Plaintiff’s instant motion seeks an
accurate costs figure of \$20,876.48, leaving an additional \$9,123.52 for the Class Members.

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

2 Plaintiff is represented by Wilshire Law Firm, PLC. (Fattahi MFA Decl., ¶ 2.) Class
3 Counsel prosecute wage and hour cases, including class and representative actions. (*Id.* at ¶¶ 3-
4 4.) Class Counsel has litigated many wage and hour cases and have successfully resolved cases
5 involving similar issues presented in this matter. (*Id.* at ¶¶ 4-17.) Class Counsel has negotiated
6 a settlement here that they believe is fair, reasonable, and adequate based on their prior
7 experience litigating these types of cases. (*Id.* at ¶ 22.)

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

9 The LWDA has received the required notice of this Settlement. (Fattahi MFA Decl., ¶
10 23.) On March 9, 2023, Plaintiff provided notice to the LWDA of his intention to file a PAGA
11 claim. (Fattahi MPA Decl., ¶ 4.) The Settlement provides for the payment of \$25,000.00 in
12 civil penalties, 75% of which (\$18,750.00) will be paid to the LWDA, and 25% of which
13 (\$6,250.00) will be paid to Aggrieved Employees based on the number of pay periods worked
14 during the PAGA Period. (*See* Castro Decl., ¶¶ 15, 16; *see also* Settlement, 1.33., 3.2.5.)
15 Plaintiff submitted a copy of the Class Action and PAGA Settlement Agreement and Class
16 Notice to the LWDA. (Fattahi MFA Decl., ¶ 23.) The LWDA has not responded to or objected
17 to the Settlement. (*Id.*)

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

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

22 When the Court granted preliminary approval, it also approved the method of providing
23 notice to Class Members. Following a search of the National Change of Address database,
24 ILYM mailed the Class Notice to all Class Members on October 3, 2025. (Castro Decl., ¶¶ 6,
25 7.) The Class Notice informed Class Members of the terms of the Settlement, the amount of
26 their individual settlements and how those amounts were calculated, their right to either
27 participate in the Settlement, opt out of it, object to it, or dispute the amount of their individual
28 settlement payment, the procedures and deadlines to submit an opt out, objection, or dispute,

1 and the date, time, and place of the hearing on Plaintiff’s Motion for Final Approval and
2 instructions to be heard at the hearing. (*Id.* at ¶ 7, **Exhibit A.**) Here, in response to the Class
3 Notice, None of the Class Members opted out, and none objected as of the date of the filing of
4 this Motion. (*Id.* at ¶¶ 11, 12.) Class Members’ favorable response to the Settlement further
5 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.* (2016) 1 Cal.5th 480, 489.) 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
12 of hours reasonably expended by counsel by a reasonable hourly rate, which amount then may
13 be adjusted based on other factors. (*Id.*) In *Laffitte*, the California Supreme Court held that
14 trial courts have the discretion to choose between the two calculation methods. (*Id.* at p. 504.)
15 Trial courts also have the discretion to blend the two fee calculation methods, using one method
16 to “cross-check” the reasonableness of the other’s result, but a cross-check is not required. (*Id.*
17 p. 506.)

18 **A. The Requested Fee Award is Fair and Reasonable Based on the** 19 **Percentage-of-Recovery Method**

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

27 The requested fee award (one-third (1/3) of the GSA) is consistent with the average fee
28 award in class actions. (*See, e.g., Roos v. Honeywell Int’l, Inc.* (2015) 241 Cal.App.4th 1472

[fee award of 37.5% was not an abuse of discretion], disapproved of on other grounds by *Hernandez v. Restoration Hardware, Inc.* (2018) 4 Cal.5th 260, 287; *Wren v. RGIS Inventory Specialists*, No. C-06-05778 JCS, 2011 WL 1230826, at *29 (N.D. Cal. Apr. 1, 2011) [approving fee award of 42%]; *Singer v. Becton Dickinson and Co.*, No. 08-CV-821-IEG, 2010 WL 2196104, at *8 (S.D. Cal. June 1, 2010) [approving fee award of one-third and noting that the typical fees awarded in wage and hour class action cases ranges from 33.33% to 40%].) 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* (2000) 22 Cal.4th 1084, 1095.) 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* (1976) 64 Cal.App.3d 618, 623-24 [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* (2001) 24 Cal.4th 1122, 1132-33; *see also Serrano v. Priest* (1977) 20 Cal. 3d 25, 48-49 [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 p. 1133.)

Generally, "[m]ultipliers can range from 2 to 4 or even higher." (*Wershba, supra*, 91 Cal.App.4th at p. 255; *see also Sutter Health Uninsured Pricing Cases* (2009) 171 Cal.App.4th

1 495, 512 [applying a 2.52 multiplier on a cross-check in an antitrust class action]; *Chavez v.*
2 *Netflix, Inc.* (2008) 162 Cal. App. 4th, 60 [applying a 2.5 multiplier on a lodestar cross-check];
3 *Vizcaino v. Microsoft Corp.* (9th Cir. 2002) 290 F.3d 1043, 1051 n.6 [“most” common fund
4 cases apply a multiplier of 1.0-4.0]; *Laffitte v. Robert Half Int’l* (2004) 231 Cal.App.4th 860,
5 881-82 [affirming a 2.13 multiplier after finding that “2 to 4” is a reasonable range for
6 multipliers on a cross-check].) Here, the application of a modest 1.34 multiplier supports Class
7 Counsels’ fee request of \$116,666.67. (Fattahi MFA Decl., ¶ 20.)

8 The risk factors present in this case favor the application of a 1.34 multiplier. (Fattahi
9 MFA Decl., ¶ 20.) To begin, Class Counsel has singularly assumed the risk and costs of
10 litigation purely on a contingency basis. (*Id.*) And, while Plaintiff is confident in the merits of
11 his claims, a legitimate controversy exists as to each cause of action, posing an actual risk that
12 Plaintiff may not succeed at class certification and/or trial. (*Id.*; see Fattahi MPA Decl., ¶¶ 14-
13 27.) Any of these obstacles could have prevented recovery completely, meaning Class Counsel
14 would have been left with no compensation for all the time and money invested in litigating this
15 case. (Fattahi MFA Decl., ¶ 20.) Despite these risks, Class Counsel took this case on a
16 contingency basis so that Class Members (a particularly vulnerable group of hourly paid
17 workers) could be compensated for their unpaid wages. (*Id.*) Consequently, Class Counsel was
18 precluded from focusing on, or taking on, other cases which could have resulted in a larger, and
19 less risky, monetary gain. (*Id.*) Moreover, Class Counsel’s hourly rates are comparable to those
20 charged by other class action counsel. Class Counsel spent 127.1 hours prosecuting this action,
21 which was divided among the attorneys working on this case according to skill level. (*Id.* at ¶¶
22 18-20.) Multiplying the total hours expended by Class Counsel by their reasonable hourly rates
23 yields a lodestar of \$87,030.00. (*Id.* at ¶ 19.) The hours expended by each attorney were
24 reasonable and not duplicative and reflect the extensive investigation and analysis that was
25 required to achieve this Settlement. (*Id.*)

26 Considered against the risks of continued litigation, and the importance of advocating
27 for employment rights and a speedy recovery, the relief provided under the Settlement
28 represents a very strong result for the Class. Class Counsel’s fee request is fair and reasonable

and should be approved.

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

The Settlement permits Class Counsel to seek reimbursement of litigation costs in an amount up to \$30,000.00. The actual costs incurred are \$20,576.48 and future costs of \$300.00 for a total of \$20,876.48, which does not exceed the maximum amount allocated for litigation costs in the Settlement, as such the remaining \$9,123.52 will revert to and increase the Net Settlement Amount. (Fattahi MFA Decl., ¶ 21, **Exhibit 1**.) 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 he be awarded a service payment of \$10,000.00 for his 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.* (2015) 238 Cal.App.4th 1251, 1272; *Clark v. American Residential Services, LLC* (2009) 175 Cal.App.4th 785, 804.)

Here, Plaintiff provided a declaration in support of Plaintiff’s Motion for Preliminary Approval of Class Action Settlement detailing the risk he faced in bringing the suit, the notoriety and personal difficulties he encountered, the amount of time and effort he spent on this litigation, the duration of this litigation, and the personal benefit he will receive as a result of the litigation. (*See generally*, Declaration of Nima Naserzadeh in Support of Plaintiff’s Motion for Preliminary Approval of Class Action Settlement, filed on May 1, 2025 and again concurrently herewith.) Plaintiff should be adequately compensated for his 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 ILYM as the Settlement Administrator in this case and the Court approved this choice at preliminary approval. The Settlement Administrator was responsible for updating Class Members' mailing addresses, mailing the Class Notice to each Class Member, responding to Class Member questions, providing weekly status reports, and providing a declaration as to the results of the mailing. (*See* Castro Decl., ¶ 3.) Following final approval, ILYM's duties will continue in order to calculate and to mail the settlement payments to Class Members, disburse other payments as ordered by the Court, and perform such other duties described in the Settlement. (*Id.*) The requested amount of \$6,350.00 for services rendered and to be rendered is therefore fair and reasonable. (*Id.* at ¶¶ 15, 17.)

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 attorneys' fees in the amount of \$116,666.67 and reimbursement of litigation costs in the amount of \$20,876.48, the service payment in the amount of \$10,000.00, civil penalties under PAGA in the amount of \$25,000.00, and \$6,350.00 to ILYM for its settlement administration expenses.

Dated: January 9, 2026

WILSHIRE LAW FIRM, PLC

By: 
John G. Yslas
Arrash T. Fattahi
Courtney M. Miller
Lisa B. Iturriaga
Arman A. Salehi

Attorneys for Plaintiff Nima Naserzadeh