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10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

11 **FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE**

12 JEANNETTE SANCHEZ, individually, on
13 behalf of all others similarly situated, and on
14 behalf of the State of California and other
15 aggrieved persons,

16 *Plaintiff,*

17 v.

18 LAKEWOOD EYE PHYSICIANS AND
19 SURGEONS, INC., A MEDICAL GROUP, a
20 California corporation; and DOES 1 through 10,
21 inclusive,

22 *Defendants.*

Case No. 23STCV11175

Assigned for all purposes to:
Hon. Theresa M. Traber
Dept. 1

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

FINAL APPROVAL HEARING

Date: April 17, 2026

Time: 10:30 a.m.

Dept.: 1

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

2 **PLEASE TAKE NOTICE** that on April 17, 2026 at 10:30 a.m., or as soon thereafter as
3 the matter may be heard in Department 1 of the above-entitled Court, located at
4 312 North Spring Street, Los Angeles, CA 90012, Plaintiff Jeannette Sanchez ("Plaintiff") will
5 and hereby does move this Court for an Order:

- 6 1. Granting final approval of the proposed Class Action and PAGA Settlement
7 Agreement and Class Notice (the "Settlement");
8 2. Awarding Class Counsel attorneys' fees in the amount of \$150,000.00 and
9 reimbursement of litigation costs in the amount of \$23,536.71;
10 3. Awarding Plaintiff a service payment in the amount of \$10,000.00;
11 4. Awarding \$5,900.00 to APEX Class Action Administration ("APEX") for its
12 settlement administration expenses; and
13 5. Approving allocation of \$20,000.00 as civil penalties under the Private Attorneys'
14 General Act of 2004 ("PAGA"), 75% of which (\$15,000.00) will be paid to the
15 California Labor and Workforce Development Agency, and 25% of which
16 (\$5,000.00) 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: March 25, 2026

WILSHIRE LAW FIRM, PLC

22
23 By: *Lisa B. Iturriaga*

24 Lisa B. Iturriaga

25 Attorneys for Plaintiff Jeannette Sanchez
26
27
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1 **I. INTRODUCTION**

2 Plaintiff Jeannette Sanchez (“Plaintiff”) seeks final approval of a non-reversionary Gross
3 Settlement Amount of \$450,000.00. The Class Action and PAGA Settlement Agreement and
4 Class Notice (“Settlement”) provides that the deductions will be made from the Gross
5 Settlement Amount:

- 6 1. Attorneys’ fees in the amount of up to \$150,000.00;
7 2. Litigation costs in the amount of up to \$25,000.00¹;
8 3. A Class Representative Service Payment of up to \$10,000.00;
9 4. Settlement administration expenses of up to \$12,500.00²; 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* Nava Decl., ¶¶ 15,
15 17, 18.)

16 After all deductions are made, the Net Settlement Amount will be distributed to 193
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. (*See* Settlement § 3.2.4; *see*
20 *also* Nava Decl., ¶¶ 14-16.)

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

25
26

¹ Class Counsel’s final litigation costs total \$23,536.71, which is inclusive of \$300.00 in future legal costs. (*See*
27 Declaration of Arrash T. Fattahi in Support of Motion for Final Approval of Class Action and PAGA Settlement
28 [“Fattahi MFA Decl.”], ¶ 17, **Exhibit 3**.)

² While the Settlement allocates up to \$12,500.00 in settlement administration expenses, the settlement
administrator’s, Apex, actual expense is \$5,990.00. (*See* Declaration of Madely Nava of APEX Class Action,
LLC, in Support of Motion for Final Approval of Class Action Settlement [“Nava Decl.”], ¶ 19.)

1 There are no objections to the Settlement and no requests for exclusion. (Nava Decl., ¶¶
2 11, 12.) The Participating Class Members will receive an average settlement payment of
3 \$1,245.98, with the highest payout reaching \$3,799.61. (Nava Decl., ¶¶ 15, 16.) Aggrieved
4 Employees will receive an average settlement payment of \$54.35, with the highest payout
5 reaching \$224.55. (Nava Decl., ¶ 18.) In light of the Class’s favorable response, and the facts
6 and law set forth below as well as in the motion for preliminary approval, Plaintiff respectfully
7 requests that the Court now enter an Order: (1) granting final approval of the Settlement; (2)
8 entering final judgment; (3) requiring distribution of individual settlement shares to
9 Participating Class Members; and (4) approving payments for attorneys’ fees, litigation costs,
10 the Class Representative Service Payment, Settlement Administration Expenses, and civil
11 penalties under PAGA.

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

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

22 **A. A Presumption of Fairness Exists**

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

28 At preliminary approval, Plaintiff presented evidence that this Settlement is entitled to a

1 presumption of fairness because: (1) it was reached through arm's length bargaining with the
2 assistance of an experienced mediator; (2) Plaintiff conducted a thorough investigation through
3 informal discovery and an analysis of Settlement Class Members' time and payroll records; and
4 (3) Plaintiff's Counsel is experienced in similar litigation. (*See* Declaration of Arrash T. Fattahi
5 in Support of Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement
6 ["Fattahi MPA Decl.," ¶¶ 7-10, 16-29, 40-49; *see also* Fattahi MFA Decl., ¶¶ 3-11). None of
7 the Settlement Class Members have opted out and none have objected. (*See* Nava Decl., ¶¶ 11,
8 12.) Therefore, the Court can confidently conclude that a presumption of fairness exists.

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

12 Courts are not required to ensure that a settlement maximizes the value of released claims
13 with mathematical precision. "[T]he test is not the maximum amount plaintiffs might have
14 obtained at trial on the complaint, but rather whether the settlement is reasonable under all of
15 the circumstances." (*Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 250,
16 disapproved of on other grounds by *Hernandez v. Restoration Hardware, Inc.* (2018) 4 Cal.5th
17 260, 269-270; *see also* *7-Eleven Owners for Fair Franchising v. Southland Corp.* (2000) 85
18 Cal.App.4th 1135, 1150 ["the merits of the underlying class claims are not a basis for upsetting
19 the settlement of a class action; the operative word is 'settlement.'"]). The relevant
20 circumstances include the strengths and weaknesses of plaintiffs' claims and the risks they faced
21 in litigation. (*7-Eleven*, 85 Cal.App.4th at p. 1146.)

22 Here, Plaintiff presented sufficient information at preliminary approval regarding the
23 number of Settlement Class Members and an estimate of the maximum value of each of the
24 claims alleged. (*See* Fattahi MPA Decl., ¶¶ 16-29.) Plaintiff has also described in detail the
25 risks the Class faced in litigation and the strengths and weaknesses of each of the claims. (*See*
26 *id.*) Plaintiff noted potential difficulties in obtaining class certification and succeeding on the
27 merits at trial. (*See id.*) The factual record here is sufficiently developed to allow the Court to
28 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.)

C. The Amount Offered in Settlement

The Settlement provides a \$450,000.00 Gross Settlement Amount (“GSA”) to be distributed among the 193 Participating Class Members who did not opt out as of the date of this filing. (Nava Decl., ¶¶ 14, 15.) The GSA will be used to pay Class Counsel’s attorneys’ fees and costs, Plaintiff’s service payment, and APEX Class Action Administration (“APEX”) for its administration of the Class Notice and settlement funds. (*Id.* at ¶ 15.) The Settlement also allocates \$20,000.00 from the GSA to civil penalties under PAGA. (*See* Settlement, § 3.2.5; *see also* Nava Decl., ¶¶ 15, 17, 18.) After all deductions are made, the Net Settlement Amount will be \$240,473.29, which will be distributed to Participating Class Members according to the number of weeks they worked for Defendant during the Class Period. (*See* Nava Decl., ¶ 15, 16; *see also* Settlement, § 3.2.4.)

The Settlement Administrator has calculated a total of 17,088 workweeks in the Class Period. (Nava Decl., ¶ 15.) As a result, the average recovery for Participating Class Members is \$1,245.98, and the highest payout is \$3,799.61. (*Id.* at ¶ 16.) Weighing the potential value of the class claims against the risk and expense of trial, the Settlement provides sufficient relief in light of the potential risks associated with seeking a class judgment.

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

Class Counsel sufficiently investigated the alleged claims, applicable law, and potential defenses. (*See* Fattahi MPA Decl., ¶¶ 7-10, 16-29.) Specifically, Class Counsel assessed the value of the claims using data and documents provided by Defendant in informal discovery, which included policy documents and timekeeping and payroll records. (*See id.*) Following a complete analysis of this information, the Parties attended mediation on May 17, 2024 with an experienced mediator. (*Id.* at ¶ 9.) The Parties were able to reach an agreement and spent a considerable amount of time negotiating the terms of the Settlement. (*See id.* at ¶ 10.)

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 ¶¶ 3-11.) 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 ¶ 18.)

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

9 The LWDA has received the required notice of this Settlement. (Fattahi MPA Decl., ¶
10 11; Fattahi MFA Decl., ¶ 19.) On June 21, 2023, Plaintiff provided notice to the LWDA of her
11 intention to file a PAGA claim. (Fattahi MPA Decl., ¶ 5, Exhibit 2.) The Settlement provides
12 for the payment of \$20,000.00 in civil penalties, 75% of which (\$15,000.00) will be paid to the
13 LWDA, and 25% of which (\$5,000.00) will be paid to Aggrieved Employees based on the
14 number of pay periods worked during the PAGA Period. (*See* Nava Decl., ¶¶ 15, 17, 18; *see*
15 *also* Settlement, § 3.2.5, 3.2.5.1.) The LWDA has not responded to or objected to the Settlement.
16 (Fattahi MFA Decl., ¶ 19.)

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

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

21 When the Court granted preliminary approval, it also approved the method of providing
22 notice to Class Members. Following a search of the National Change of Address database,
23 APEX mailed the Class Notice to all Class Members on December 30, 2025. (Nava Decl., ¶¶
24 6, 7.) The Class Notice informed Class Members of the terms of the Settlement, the amount of
25 their individual settlements and how those amounts were calculated, their right to either
26 participate in the Settlement, opt out of it, object to it, or dispute the amount of their individual
27 settlement payment, the procedures and deadlines to submit an opt out, objection, or dispute,
28 and the date, time, and place of the hearing on Plaintiff's Motion for Final Approval and

1 instructions to be heard at the hearing. (*Id.* at ¶ 7, **Exhibit A.**) Here, in response to the Class
2 Notice, none of the Class Members opted out, and none objected as of the date of the filing of
3 this Motion. (*Id.* at ¶¶ 11, 12.) Class Members’ favorable response to the Settlement further
4 supports final approval.

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

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

17 **A. The Requested Fee Award is Fair and Reasonable Based on the** 18 **Percentage-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 p. 503.) The California Supreme Court
21 recognized that the percentage-of-recovery method has many advantages, “including relative
22 ease of calculation, alignment of incentives between counsel and the class, a better
23 approximation of market conditions in a contingency case, and the encouragement it provides
24 counsel to seek an early settlement and avoid unnecessarily prolonging the litigation [citation]
25 . . .” (*Id.*)

26 The requested fee award (one-third (1/3) of the GSA) is consistent with the average fee
27 award in class actions. (*See, e.g., Roos v. Honeywell Int’l, Inc.* (2015) 241 Cal.App.4th 1472
28 [fee award of 37.5% was not an abuse of discretion], disapproved of on other grounds by

1 *Hernandez, supra*, 4 Cal.5th at p. 287; *Wren v. RGIS Inventory Specialists*, No. C-06-05778
2 JCS, 2011 WL 1230826, at *29 (N.D. Cal. Apr. 1, 2011) [approving fee award of 42%]; *Singer*
3 *v. Becton Dickinson and Co.*, No. 08-CV-821-IEG, 2010 WL 2196104, at *8 (S.D. Cal. June
4 1, 2010) [approving fee award of one-third and noting that the typical fees awarded in wage and
5 hour class action cases ranges from 33.33% to 40%].) Therefore, the percentage-of-recovery
6 method should be utilized to approve the requested fee.

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

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

26 Generally, "[m]ultipliers can range from 2 to 4 or even higher." (*Wershba, supra*, 91
27 Cal.App.4th at p. 255; *see also Sutter Health Uninsured Pricing Cases* (2009) 171 Cal.App.4th
28 495, 512 [applying a 2.52 multiplier on a cross-check in an antitrust class action]; *Chavez v.*

1 *Netflix, Inc.* (2008) 162 Cal.App.4th 43, 60 [applying a 2.5 multiplier on a lodestar cross-check];
2 *Vizcaino v. Microsoft Corp.* (9th Cir. 2002) 290 F.3d 1043, 1051 n.6 [“most” common fund
3 cases apply a multiplier of 1.0-4.0]; *Laffitte v. Robert Half Int’l* (2014) 231 Cal.App.4th 860,
4 881-82 [affirming a 2.13 multiplier after finding that “2 to 4” is a reasonable range for
5 multipliers on a cross-check].) Here, the application of a modest 1.12 multiplier supports Class
6 Counsel’s fee request of \$150,000.00.

7 The risk factors present in this case favor the application of a 1.12 multiplier. (Fattahi
8 MFA Decl., ¶ 16.) To begin, Class Counsel has singularly assumed the risk and costs of
9 litigation purely on a contingency basis. (*Id.*) And, while Plaintiff is confident in the merits of
10 her claims, a legitimate controversy exists as to each cause of action, posing an actual risk that
11 Plaintiff may not succeed at class certification and/or trial. (*Id.*; see Fattahi MPA Decl., ¶¶ 16-
12 29.) Any of these obstacles could have prevented recovery completely, meaning Class Counsel
13 would have been left with no compensation for all the time and money invested in litigating this
14 case. (Fattahi MFA Decl., ¶ 16.) Despite these risks, Class Counsel took this case on a
15 contingency basis so that Class Members (a particularly vulnerable group of hourly paid
16 workers) could be compensated for their unpaid wages. (*Id.*) Consequently, Class Counsel was
17 precluded from focusing on, or taking on, other cases which could have resulted in a larger, and
18 less risky, monetary gain. (*Id.*) Moreover, Class Counsel’s hourly rates are comparable to those
19 charged by other class action counsel. (Fattahi MFA Decl., ¶¶ 12, Exhibit 1, 13, Exhibit 2.)
20 Class Counsel spent **190.6 hours** prosecuting this action, which was divided among the
21 attorneys working on this case according to skill level. (*Id.* at ¶¶ 14-16.) Multiplying the total
22 hours expended by Class Counsel by their reasonable hourly rates yields a lodestar of
23 **\$133,960.00**. (*Id.* at ¶ 15.) The hours expended by each attorney were reasonable and not
24 duplicative and reflect the extensive investigation and analysis that was required to achieve this
25 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. Accordingly, Class Counsel’s fee request of

1 \$150,000.00 is fair and reasonable and should be approved.

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

4 The Settlement permits Class Counsel to seek reimbursement of litigation costs in an
5 amount up to \$25,000.00. The actual costs incurred are \$23,236.71 and future costs of \$300.00
6 for a total of \$23,536.71, which does not exceed the maximum amount allocated for litigation
7 costs in the Settlement, as such the remaining \$1,463.29 will revert to and increase the Net
8 Settlement Amount. (Fattahi MFA Decl., ¶ 17, **Exhibit 3**.) These costs were reasonable and
9 necessary to prosecute this case and obtain the results achieved. (*Id.*)

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

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

20 Here, Plaintiff provided a declaration in support of Motion for Final Approval of Class
21 Action and PAGA Settlement detailing the risk she faced in bringing the suit, the notoriety and
22 personal difficulties she encountered, the amount of time and effort she spent on this litigation,
23 the duration of this litigation, and the personal benefit she will receive as a result of the
24 litigation. (*See generally*, Declaration of Plaintiff Jeannette Sanchez in Support of Motion for
25 Final Approval of Class Action and PAGA Settlement, filed concurrently herewith.) Plaintiff
26 should be adequately compensated for her role in obtaining this Settlement.

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

1 conferred upon the settlement class.

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

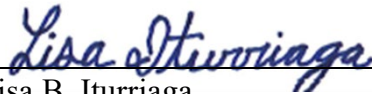
4 The Parties agreed to hire APEX as the Settlement Administrator in this case and the
5 Court approved this choice at preliminary approval. The Settlement Administrator was
6 responsible for updating Class Members' mailing addresses, mailing the Class Notice to each
7 Class Member, responding to Class Member questions, providing weekly status reports, and
8 providing a declaration as to the results of the mailing. (*See* Nava Decl., ¶ 3.) Following final
9 approval, APEX's duties will continue in order to calculate and to mail the settlement payments
10 to Class Members, disburse other payments as ordered by the Court, and perform such other
11 duties described in the Settlement. (*Id.*) The requested amount of \$5,990.00 for services
12 rendered and to be rendered is therefore fair and reasonable. (*Id.* at ¶¶ 15, 19.)

13 **VII. CONCLUSION**

14 Based on the foregoing, Class Counsel respectfully requests that the Court grant final
15 approval of the Class Action and PAGA Settlement, approve Class Counsel attorneys' fees in
16 the amount of \$150,000.00 and reimbursement of litigation costs in the amount of \$23,536.71,
17 the service payment in the amount of \$10,000.00, civil penalties under PAGA in the amount of
18 \$20,000.00, and \$5,990.00 to APEX for its settlement administration expenses.

19
20 Dated: March 25, 2026

WILSHIRE LAW FIRM, PLC

21 By: 
22 Lisa B. Iturriaga

23 Attorneys for Plaintiff Jeannette Sanchez
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