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12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
13 **FOR THE COUNTY OF SOLANO**

14 DAVID EICHNER AND LESLIE MARIE
15 QUIST CANTRELLE, individually, and on
16 behalf of the State of California and other
aggrieved persons,

17 Plaintiffs,

18 v.

19 STAR HOLDING, LLC DBA LOGISTICAL
20 DATA SERVICES, a Pennsylvania limited
21 liability company; and DOES 1 through 10,
inclusive,

22 Defendants.

Case No.: CU23-05731

Assigned for All Purposes to:
Hon. Stephen Gizzi
Dept. 3

**PLAINTIFF'S NOTICE OF MOTION
AND MOTION FOR FINAL APPROVAL
OF CLASS ACTION AND PAGA
SETTLEMENT; MEMORANDUM OF
POINTS AND AUTHORITIES**

Final Approval Hearing:

Date: July 31, 2026

Time: 9:00 a.m.

Dept.: 3

Action Filed: December 5, 2023

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

2 **PLEASE TAKE NOTICE** that on July 31, 2026, at 9:00 a.m., or as soon thereafter as
3 the matter may be heard in Department 3 of the Superior Court of California, County of Solano,
4 located at 580 Texas Street, Fairfield, CA 94533, Plaintiffs David Eichner and Leslie Marie
5 Quist Cantrelle (“Plaintiffs”) will and hereby move this Court for an Order:

- 6 1. Granting final approval of the proposed Settlement Agreement;
- 7 2. Awarding Class Counsel attorneys’ fees in the amount of \$91,666.67 and
8 reimbursement of litigation costs in the amount of \$24,919.06;
- 9 3. Awarding Plaintiffs Class Representative Service Payments in the amount of
10 \$5,000.00 to each named plaintiff;
- 11 4. Awarding \$6,290.00 to Apex Class Action (“Apex”) for its settlement
12 administration expenses; and
- 13 5. Approving allocation of \$15,000.00 as civil penalties under the Labor Code
14 Private Attorneys General Act of 2004 (“PAGA”), 75% of which (\$11,250.00)
15 will be paid to the California Labor and Workforce Development Agency, and
16 25% of which (\$3,750.00) will be distributed to Aggrieved Employees based on
17 the number of pay periods worked during the PAGA Period.

18 This Motion is based on this Notice of Motion, Memorandum of Points and Authorities,
19 the Declaration of John G. Yslas, the Declaration of Madely Nava on Behalf of Apex Class
20 Action, LLC, Declarations of Plaintiffs, and on all records and documents on file, together with
21 such oral and documentary evidence that may be presented at the hearing on this matter.

22
23 Dated: July 9, 2026

WILSHIRE LAW FIRM, PLC

24 By: 

25 Lucy H. Nguyen
26 Attorneys for Plaintiff
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1 **I. INTRODUCTION**

2 Plaintiffs David Eichner and Leslie Marie Quist Cantrelle (“Plaintiffs”) seek final
3 approval of a non-reversionary Gross Settlement Amount of \$275,000.00. The Settlement
4 Agreement (“Settlement”) provides that the deductions will be made from the Gross Settlement
5 Amount as follows:

- 6 1. Attorneys’ fees up to one third (1/3) of the Gross Settlement Amount;
- 7 2. Litigation costs up to \$30,000.00;
- 8 3. A Class Representative Service Payment up to \$5,000.00 to each named Plaintiff;
- 9 4. Settlement administration expenses up to \$6,290.00; and
- 10 5. Civil penalties in the amount of \$15,000.00 for claims under the Labor Code
11 Private Attorneys General Act of 2004 (“PAGA”), 75% of which (\$11,250.00) will be paid to
12 the California Labor and Workforce Development Agency (“LWDA), and 25% of which
13 (\$3,750.00) will be distributed to Aggrieved Employees based on the number of pay periods
14 worked during the PAGA Period. *See* Settlement §§ 3.2.5, 3.2.5.1; *see also* Declaration of
15 Madely Nava (“Nava Decl.”) ¶¶ 15, 17-19.

16 After all deductions are made, the Net Settlement Amount will be distributed to 219
17 Participating Class Members as of the filing of this Motion for Final Approval of Class Action
18 and PAGA Settlement (the “Motion”), based on the number of weeks worked during the Class
19 Period. Nava 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, Class Members will receive a guaranteed recovery without risk of
23 nonpayment, delay, or an adverse judgment at trial.

24 As of the filing of this Motion, there have been no objections to the Settlement and no
25 requests for exclusion. Nava Decl. ¶¶ 11-14. Participating Class Members will receive an
26 estimated average Individual Class Payment of approximately \$557.28, with the highest
27 estimated Individual Class Payment of being approximately \$3,659.41. Nava Decl. ¶ 16.
28 Aggrieved Employees will receive an estimated average Individual PAGA Payment of

approximately \$30.00, with the highest estimated Individual PAGA Payment approximately \$173.65. Nava Decl. ¶¶ 17-18. In light of the favorable response from the Class, and the facts and law set forth below as well as in the motion for preliminary approval, Plaintiff respectfully requests that the Court now enter an Order: (1) granting final approval of the Settlement; (2) entering final judgment; (3) requiring distribution of individual settlement shares to participating Class Members; and (4) approving payments for Class Counsel Fees, Class Counsel Expenses, the Class Representative Service Payment, the Settlement Administrator's costs, and civil penalties under PAGA.

II. THE SETTLEMENT MERITS FINAL APPROVAL

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

A. A Presumption of Fairness Exists

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

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

documents pertaining to Plaintiff's claims; and (3) Class Counsel is experienced in similar litigation. *See* Declaration of John G. Yslas in Support of Motion for Preliminary Approval of Class Action and PAGA Settlement ("Yslas MPA Decl.") at ¶¶ 5, 8, 18-29. As of the filing of this Motion, no Class Members have opted out and none have objected. *See* Nava Decl. ¶¶ 11-14. Therefore, the Court can confidently conclude that a presumption of fairness exists.

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

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

Here, Plaintiffs presented sufficient information at preliminary approval regarding the number of Class Members and an estimate of the maximum value of each of the claims alleged. *See* Yslas MPA Decl. at ¶¶ 9-17. Plaintiffs have also described in detail the risks the Class faced in litigation and the strengths and weaknesses of each of the claims. *See id.* Defendant denied Plaintiffs' allegations, and Plaintiffs noted potential difficulties in obtaining class certification and succeeding on the merits at trial. *See id.* The factual record here is sufficiently developed to allow the Court to independently satisfy itself "that the consideration being received for the release of the class members' claims is reasonable in light of the strengths and weaknesses of the claims and the risks of the particular litigation." *Munoz v. BCI Coca-Cola Bottling Co. of Los Angeles*, 186 Cal.App.4th 399, 410 (2010).

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

2 The Settlement provides for a \$275,000.00 Gross Settlement Amount (“GSA”) to be
3 distributed among the 219 Participating Class Members who did not opt out as of the date of
4 this filing. Nava Decl. ¶¶ 11-15. The GSA will be used to pay Class Counsel’s attorneys’ fees
5 and litigation costs, Plaintiffs’ Class Representative Service Payment, and the fees and expenses
6 of Apex Class Action (“Apex”) for its administration of the Class Notice and settlement funds.
7 *Nava Decl.* ¶¶ 17-19. The Settlement also allocates \$15,000.00 from the GSA to civil penalties
8 under PAGA. *See* Settlement Agreement at § 3.2.5; *see also* Nava Decl. ¶¶ 17-18. After all
9 deductions are made, the Net Settlement Amount available to Participating Class Members for
10 their Individual Class Payments is estimated to be \$127,124.27, which will be distributed to
11 Participating Class Members according to the number of Workweeks they worked for Defendant
12 during the Class Period. *See* Nava Decl. ¶¶ 15-16; Settlement Agreement at § 3.2.4.

13 The Settlement Administrator has calculated a total of 18,742 Workweeks in the Class
14 Period. Nava Decl. ¶ 15. As a result, the estimated average Individual Class Payment for
15 Participating Class Members is approximately \$557.28, and the highest estimated Individual
16 Class Payment for Participating Class Members is approximately \$3,659.41. Nava Decl. ¶ 16.
17 Weighing the potential value of the class claims against the risk and expense of trial, the
18 Settlement provides substantial relief in light of the potential risks associated with seeking a
19 class judgment.

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

21 Class Counsel sufficiently investigated the alleged claims, applicable law, and potential
22 defenses. *See* Yslas MPA Decl. at ¶ 8. Specifically, Class Counsel assessed the value of the
23 claims using data and documents provided by Defendant in informal discovery, which included
24 policy documents and timekeeping and payroll records. *Id.* Following a complete analysis of
25 this information, the Parties attended mediation on November 15, 2024, with an experienced
26 mediator. *Id.* at ¶ 5. The Parties negotiated the terms of the Settlement over the next several
27 months and finalized the terms of the Settlement in November 2025. *Id.* at ¶ 6.

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

2 Plaintiff is represented by Wilshire Law Firm, PLC. Declaration of John G. Yslas in
3 Support of Motion for Final Approval of Class Action and PAGA Settlement (“Yslas MFA
4 Decl.”) at ¶ 3. Class Counsel prosecutes wage and hour cases, including class and representative
5 actions. *Id.* at ¶¶ 4, 5. Class Counsel has litigated many wage and hour cases and has successfully
6 resolved cases involving similar issues presented in this matter. *Id.* at ¶¶ 4-17. Class Counsel
7 has negotiated a settlement here that they believe is fair, reasonable, and adequate based on
8 Class Counsel’s prior experience litigating these types of cases. *Id.* at ¶ 25.

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

10 The LWDA has received the required notice of this Settlement. On June 21, 2023,
11 Plaintiff provided notice to the LWDA of the specific provisions of the Labor Code alleged to
12 have been violated, including the facts and theories in support. Yslas MPA Decl. at ¶ 4. The
13 Settlement provides for the payment of \$15,000.00 in civil penalties, 75% of which (\$11,250.00)
14 will be paid to the LWDA, and 25% of which (\$3,750.00) will be paid to Aggrieved Employees
15 based on the number of pay periods worked during the PAGA Period. *See* Nava Decl. at ¶ 16;
16 *see also* Settlement Agreement at §§ 3.2.5, 3.2.5.1. Plaintiff submitted a copy of the Settlement
17 Agreement to the LWDA on November 18, 2025. Yslas MPA Decl. at ¶ 7, Exhibit 2. The LWDA
18 has not responded to or objected to the Settlement. Yslas MFA Decl. at ¶ 26.

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

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

23 When the Court granted preliminary approval, it also approved the method of providing
24 notice to Class Members. Following a search of the National Change of Address database, Apex
25 mailed the Class Notice to all Class Members on May 7, 2026. Nava Decl. at ¶ 7. The Class
26 Notice informed Class Members of the terms of the Settlement, the amount of their individual
27 settlements and how those amounts were calculated, their right to either participate in the
28 Settlement, opt out of it, object to it, or dispute the amount of their individual settlement

1 payment, the procedures and deadlines to submit an opt out, objection, or dispute, and the date,
2 time, and place of the hearing on Plaintiff’s Motion for Final Approval and instructions to be
3 heard at the hearing. *Id.* at ¶ 7, Exhibit A. In response to the Class Notice, Apex has received
4 no requests for exclusion from Class Members, no objections from any Class Members, and no
5 disputes from Class Members, as of the date of the filing of this Motion. *Id.* at ¶¶ 11-13. Class
6 Members’ favorable response to the Settlement further supports final approval.

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

9 There are two (2) primary methods of determining a reasonable attorney fee in the
10 context of class action litigation. *Laffitte v. Robert Half Int’l, Inc.*, 1 Cal.5th 480, 489 (2016).
11 The percentage-of-recovery method calculates the fee as a percentage of a common fund
12 recovered on behalf of the class. *Id.* The lodestar method calculates the fee by multiplying the
13 number of hours reasonably expended by counsel by a reasonable hourly rate, which amount
14 then may be adjusted based on other factors. *Id.* In *Laffitte*, the California Supreme Court held
15 that trial courts have the discretion to choose between the two (2) calculation methods. *Id.* at
16 504. Trial courts also have the discretion to blend the two (2) fee calculation methods, using
17 one method to “cross-check” the reasonableness of the other’s result, but a cross-check is not
18 required. *Id.* at 506.

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

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

27 The requested fee award of 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.*, 241 Cal.App.4th 1472 (2015)

(fee award of 37.5% was not an abuse of discretion), disapproved of on other grounds by *Hernandez v. Restoration Hardware, Inc.*, 4 Cal.5th 260, 287 (2018); *Wren v. RGIS Inventory Specialists*, No. C-06-05778 JCS, 2011 WL 1230826, at *29 (N.D. Cal. Apr. 1, 2011) (approving fee award of 42%); *Singer v. Becton Dickinson and Co.*, No. 08-CV-821-IEG, 2010 WL 2196104, at *8 (S.D. Cal. June 1, 2010) (approving fee award of one-third and noting that the typical fees awarded in wage and hour class action cases ranges from 33.33% to 40%). Therefore, the percentage-of-recovery method should be utilized to approve the requested fee.

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

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

Generally, “[m]ultipliers can range from 2 to 4 or even higher.” *Wershba v. Apple Computers, Inc.*, 91 Cal.App.4th at p. 255 (2001); *see also Sutter Health Uninsured Pricing Cases*, 171 Cal. App. 4th 495, 512 (2009) (applying a 2.52 multiplier on a cross-check in an

1 antitrust class action); *Chavez v. Netflix, Inc.*, 162 Cal. App. 4th 43, 60 (2008) (applying a 2.5
2 multiplier on a lodestar cross-check); *Vizcaino v. Microsoft Corp.*, 290 F.3d 1043, 1051 n.6 (9th
3 Cir. 2002) (“most” common fund cases apply a multiplier of 1.0-4.0); *Laffitte v. Robert Half*
4 *Int’l*, 231 Cal. App. 4th 860, 881-82 (2004) (affirming a 2.13 multiplier after finding that “2 to
5 4” is a reasonable range for multipliers on a cross-check).

6 The total hours expended on this action by Class Counsel were reasonable and in line
7 with comparable cases. While it is not necessary to substantiate the fee award with a lodestar in
8 this Action, it should be noted that Class Counsel spent approximately 134.9 hours prosecuting
9 this action, which were divided among the attorneys working on this case according to skill
10 level. Yslas MFA Decl. at ¶ 22. Multiplying the total hours expended by Class Counsel by their
11 reasonable hourly rates yields a lodestar of \$123,420.00. *Id.* at ¶ 22. This amount surpasses the
12 requested fee of \$91,666.67, resulting in a negative multiplier of approximately 0.74. *Id.* at ¶
13 23. This amount does not include the time Class Counsel will spend at the Final Approval
14 Hearing and assisting the Settlement Administrator following final approval. *Id.* Class Counsel
15 dedicated significant resources to this case by dividing the tasks required according to skill
16 level. *Id.* The hours expended by each attorney were not duplicative and reflect the extensive
17 investigation and analysis that was required to achieve this Settlement. This time could have
18 been spent on other potentially lucrative cases. *Id.* Class Counsel’s lodestar reflects the
19 efficiencies achieved by attorneys experienced in this field. *Id.* Moreover, Class Counsel has
20 singularly assumed the risk and costs of litigation purely on a contingency basis. *Id.* And, while
21 Plaintiffs are confident in the merits of their claims, a legitimate controversy exists as to each
22 cause of action, posing an actual risk that Plaintiffs may not succeed at class certification and/or
23 trial. *Id.* Any of these obstacles could have prevented recovery completely, meaning Class
24 Counsel would have been left with no compensation for all the time and money invested in
25 litigating this case. *Id.* Despite these risks, Class Counsel took this case on a contingency basis
26 so that Class Members (a particularly vulnerable group of hourly paid workers) could be
27 compensated for their unpaid wages. *Id.* Consequently, Class Counsel was precluded from
28 focusing on, or taking on, other cases which could have resulted in a larger, and less risky,

monetary gain. *Id.*

C. Class Counsel's Rates Are Similar to Those Approved by California Courts in Comparable Cases.

Class Counsel's hourly rates are comparable to those charged by other class action plaintiffs' counsel and the firms defending class actions. Yslas MFA Decl. at ¶ 16. Class Counsel's rates are well within the range of hourly rates that the Los Angeles legal marketplace would compensate counsel for similar services accomplishing similar results. *Id.* For example, in *Bronshteyn v. State of California*, Los Angeles County Superior Ct. No. 19SMCV00057, Order Granting Plaintiff's Motion for Statutory Attorneys' Fees and Costs filed March 30, 2023, an employment action brought by two small law firms (Levy, Vinick, Burrell & Hyams LLP and Law Offices of Wendy Musell), the court found that counsel's 2022 hourly rates of \$1,100 and \$1,000 per hour were reasonable for the plaintiff's five senior attorneys, including \$1,000 per hour for the plaintiff's 23-year lead counsel and \$850 per hour for a senior associate. *Id.* These rates were then augmented by a 1.75 lodestar multiplier and affirmed by the California Court of Appeals. *Id.* The rates (and multiplier) requested here are well in line with those found reasonable in *Bronshteyn*. In *Tran v. Golden State FC LLC, et al.* (LASC Case No. BC699931), Fee Order filed 4/8/2022, the court found hourly rates of \$1,300 per hour reasonable for plaintiff's 32-year attorney and \$1,000 per hour reasonable for a 14-year attorney. *Id.* The requested fee is even more compelling given that Class Counsel represents approximately 219 Class Members and the requested fee results in a negative multiplier. *Id.*

Class Counsel has also been approved as class counsel by courts in California. Yslas MFA Decl. at ¶ 17. *See, e.g., Matthew Veliz v. DrinkPak, LLC*, Los Angeles County Superior Court, Case No. 22STCV37384, *Ismael Villegas-Sanchez v. COE Orchard Equipment, Inc.*, Sutter County Superior Court, Case No. CVCS22-0002261; *Jessica Bronsal v. PTI Technologies Inc.*, Ventura County Superior Court, Case No. 202200570361CUOE; *Miguel A. Vigil Ruiz v. The De Ruosi Group, LLC*, San Joaquin County Superior Court, Case No. STK-CV-UOE-2022-8780; *Gutierrez v. Top Drawer Merch, LLC et al*, Los Angeles County Superior Court, Case No. 23STCV04299; *Wing v. Road Machinery, LLC et al*, Kern County Superior Court, Case No. BCV-

22-102896; *Hernandez v. SGPS Showrig Los Angeles, Inc.*, Los Angeles County Superior Court, Case No. 22STCV28155; *Azevedo v. Tulare Nursing & Rehabilitation Hospital, Inc.*, Tulare County Superior Court, Case No. VCU293325; *Haser v. Universal Chain of California, Inc.*, Sacramento County Superior Court, Case No. 34-2022-00332268; *Caldera v. Performance Online, Inc. et al*, Riverside County Superior Court, Case No. CVRI2306013; *Goosby v. CiminoCare, Inc.*, Sacramento County Superior Court, Case No. 34-2022-00329033; *Rooks v. Hot Cakes Restaurant Group, Inc.*, San Joaquin County Superior Court, Case No. STK-CV-UOE-2022-11056; *Garcia v. Compassionate Heart*, Orange County Superior Court, Case No. 30-2022-01294409-CU-OE-CXC; *Parra v. Citrus Valley Management Services, Inc.*, Riverside County Superior Court, Case No. CVRI2301768; *Torres v. HomeShield Pest Control Inc.*, Placer County Superior Court, Case No. S-CV-0049525; *Cabrera v. Creekside Auto Group*, Santa Clara County Superior Court, Case No. 23CV415661; *Simpson v. Arcos*, Riverside Superior Court, Case No. CVRI2303337; *Payne v. Planned Parenthood: Shasta-Diablo, Inc.*, San Francisco County Superior Court, Case No. CGC-23-607359. *Id.* The total hours expended on this action are reasonable and in line with those expended in comparable cases. *Id.*

In cases in which WLF has been approved as class counsel, California courts have approved rates similar to those requested by Class Counsel in the instant case. Yslas MFA Decl. at ¶18. *See, e.g., Rodolfo Ponce v. Youbar, Inc.*, Los Angeles County Superior Court, Case No. 22STCV37519 (WLF's rates were approved as follows: John G. Yslas (\$1,500.00), Samantha A. Smith (\$1,000.00), Jeffrey C. Bils (\$850.00), Aram Boyadjian (\$600.00), Lisa B. Iturriaga (\$550.00), and Andrew Sandoval (\$500.00)); *Sabrina N. Batres v. Wish Automotive II, Inc. dba Infiniti of Van Nuys*, Los Angeles County Superior Court, Case No. 23STCV19968 (WLF's rates were approved as follows: John G. Yslas (\$1,500.00), Jeffrey C. Bils (\$850.00), Aram Boyadjian (\$600.00), Lisa B. Iturriaga (\$550.00), and Andrew Sandoval (\$500.00)); *Diandrea Correa et al. v. CareMeridian, LLC, et. al.*, Los Angeles County Superior Court, Case No. 23STCV10707 (WLF's rates were approved as follows: John G. Yslas (\$1,500.00), Samantha A. Smith (\$1,000.00), Jeffrey C. Bils (\$850.00), Fawn F. Bekam (\$800.00), Diego Aviles (\$800.00), Aram Boyadjian (\$600.00), Harry Erganyan (\$600.00), Lisa B. Iturriaga (\$550.00), and Andrew Sandoval (\$500.00)); *Carlos Santos Granados*

1 *v. Sunny Hills Management Co., Inc.*, Los Angeles County Superior Court, Case No. 23STCV02109
2 (WLF's rates were approved as follows: John G. Yslas (\$1,500.00), Samantha A. Smith (\$1,000.00),
3 Jeffrey C. Bills (\$850.00), Diego Aviles (\$750.00), Courtney M. Miller (\$650.00), Aram Boyadjian
4 (\$600.00), Harry Erganyan (\$600.00), Mariam Nazaretyan (\$550.00), Lisa B. Iturriaga (\$550.00),
5 and Andrew Sandoval (\$500.00)); *Kayla Kurges v. Khanna Enterprises, Ltd. dba Sheraton Agoura*
6 *Hills*, Los Angeles County Superior Court, Case No. 24STCV01590 (WLF's rates were approved as
7 follows: John G. Yslas (\$1,500.00), Jeffrey C. Bills (\$850.00), Aram Boyadjian (\$600.00), Lisa B.
8 Iturriaga (\$550.00), and Andrew Sandoval (\$500.00)); *Thora Magney et al. v. Levi Strauss & Co., et*
9 *al.*, Los Angeles County Superior Court, Case No. 24STCV02320 (WLF's rates were approved as
10 follows: John G. Yslas (\$1,500.00), Samantha A. Smith (\$1,000.00), Jeffrey C. Bills (\$850.00), Fawn
11 F. Bekam (\$800.00), Aram Boyadjian (\$600.00), Lisa B. Iturriaga (\$550.00), and Andrew Sandoval
12 (\$500.00)); *Armando Muniz, et al. v. Lot LLC, dba Lot Management LLC (fka Red Cow, Inc.) et. al.*,
13 Los Angeles County Superior Court, Case No. 22STCV32901 (WLF's rates were approved as
14 follows: John G. Yslas (\$1,500.00), Samantha A. Smith (\$1,000.00), Jeffrey C. Bills (\$850.00), Diego
15 Aviles (\$750.00), Aram Boyadjian (\$600.00), Harry Erganyan (\$600.00), Mariam Nazaretyan
16 (\$550.00), Lisa B. Iturriaga (\$550.00), and Andrew Sandoval (\$500.00)); *George Munoz v. Century*
17 *West, LLC dba Century West BMW*, Los Angeles County Superior Court, Case No. 23STCV04247
18 (WLF's rates were approved as follows: John G. Yslas (\$1,500.00), Samantha A. Smith (\$1,000.00),
19 Jeffrey C. Bills (\$850.00), Aram Boyadjian (\$600.00), Lisa B. Iturriaga (\$550.00), and Andrew
20 Sandoval (\$500.00)); *Ivan S. Martinez II et. al. v. The Haar Company, et. al.*, Los Angeles County
21 Superior Court, Case No. 23STCV21651 (WLF's rates were approved as follows: John G. Yslas
22 (\$1,500.00), Samantha A. Smith (\$1,000.00), Jeffrey C. Bills (\$850.00), Diego Aviles (\$750.00),
23 Aram Boyadjian (\$600.00), Harry Erganyan (\$600.00), Mariam Nazaretyan (\$550.00), Lisa B.
24 Iturriaga (\$550.00), and Andrew Sandoval (\$500.00)). *Id.*

25 Likewise, Class Counsel's hourly rates are reasonable when compared to rates charged within
26 the relevant legal marketplace. Yslas MFA Decl. ¶ 19, **Exhibit 1**. In light of the foregoing, and
27 considered against the risks of continued litigation, and the importance of advocating for employment
28 rights and a speedy recovery, the relief provided under the Settlement represents a very strong result

1 for the Class Members and Aggrieved Employees. Class Counsel's fee request is fair and reasonable
2 and should be approved. Accordingly, Class Counsel respectfully requests the Court approve their
3 \$91,666.67 fee request.

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

6 The Settlement permits Class Counsel to seek reimbursement of litigation costs in an
7 amount up to \$30,000.00. The actual costs incurred are \$ 24,919.06, therefore Class Counsel is
8 seeking reimbursement of \$24,919.06. Yslas MFA Decl. at ¶ 23, **Exhibit 2**. Since Class
9 Counsel's costs do not meet the maximum of \$30,000.00, the remaining \$5,080.94 will revert
10 to the Net Settlement Amount. *Id.* These costs were reasonable and necessary to prosecute this
11 case and obtain the results achieved. *Id.*

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

14 Plaintiffs also request that they be awarded a Class Representative Service payment of
15 \$5,000.00 per named plaintiff for their role in obtaining the Settlement. In evaluating a service
16 payment, the Court may consider: "(1) the risk, both financial and otherwise, the class
17 representative faced in bringing the suit; (2) the notoriety and personal difficulties encountered
18 by the class representative; (3) the amount of time and effort spent by the class representative;
19 (4) the duration of the litigation; and (5) the personal benefit received by the class representative
20 as a result of the litigation." *Golba v. Dick's Sporting Goods, Inc.*, 238 Cal.App.4th 1251, 1272
21 (2015); *Clark v. American Residential Services, LLC*, 175 Cal.App.4th 785, 804 (2009).

22 Here, Plaintiffs provided declarations in support of Plaintiffs' Motion for Final Approval
23 of Class Action and PAGA Settlement detailing the risk they faced in bringing the suit, the
24 notoriety and personal difficulties they encountered, the amount of time and effort they spent
25 on this litigation, the duration of this litigation, and the personal benefit they will receive as a
26 result of the litigation. *See generally* Declaration of Plaintiff David Eichner in Support of
27 Plaintiffs' Motion for Final Approval of Class Action and PAGA Settlement and Declaration of
28 Plaintiff Leslie Marie Quist Cantrelle in Support of Plaintiffs' Motion for Final Approval of

1 Class Action and PAGA Settlement filed concurrently herewith. Plaintiffs should be adequately
2 compensated for their role in obtaining this Settlement.

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

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

8 The Parties agreed to hire Apex as the Settlement Administrator in this case and the
9 Court approved this choice at preliminary approval. The Settlement Administrator was
10 responsible for (a) printing and mailing the *Court Approved Notice of Class Action and PAGA*
11 *Settlement and Hearing Date for Final Court Approval*, in both English and Spanish
12 (collectively referred to as “Class Notice”); (b) receiving and processing requests for exclusion;
13 (c) resolving Class Members’ disputes over the number of workweeks Defendant has record of
14 them working during the Class Period, which was pre-printed on their individualized Class
15 Notice; (d) calculating individual settlement award amounts; (e) processing and mailing
16 settlement award checks; (f) handling tax withholdings as required by the Settlement and the
17 law; (g) preparing, issuing and filing tax returns and other applicable tax forms; (h) handling
18 the distribution of any unclaimed funds pursuant to the terms of the Settlement; and (i)
19 performing other tasks as the Parties mutually agree to and/or the Court orders Apex to perform.
20 Nava Decl. at ¶ 5. The requested amount of \$6,290.00 for services rendered and to be rendered
21 is therefore fair and reasonable.

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1 **VII. CONCLUSION**

2 Based on the foregoing, Class Counsel respectfully requests that the Court grant final
3 approval of the Class Action and PAGA Settlement, approve Class Counsel's attorneys' fees in
4 the amount of \$91,666.67 and reimbursement of litigation costs in the amount of \$24,919.06,
5 the Class Representative Service Payment in the amount of \$5,000.00 to each named plaintiff,
6 civil penalties under PAGA in the amount of \$15,000.00, and settlement administration costs
7 for Apex in the amount of \$6,290.00.

8
9 Dated: July 9, 2026

WILSHIRE LAW FIRM, PLC

10 By: 
11 _____
12 John G. Yslas
13 Jeffrey C. Bils
14 Mohamed Bholat
15 Lucy H. Nguyen
16 Attorneys for Plaintiff
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