

Tyler J. Woods (SBN 232464)
tyler.woods@wilshirelawfirm.com
James Yoo (SBN 310680)
james.yoo@wilshirelawfirm.com
Ruby Carrera (SBN 343745)
ruby.carrera@wilshirelawfirm.com
Giancarlo A. Recinos (SBN 282836)
giancarlo.recinos@wilshirelawfirm.com
WILSHIRE LAW FIRM, PLC
660 S. Figueroa St., Sky Lobby
Los Angeles, California 90017
Telephone: (213) 381-9988
Facsimile: (213) 381-9989

Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF TULARE

JERROD LAMONT STEVENS, individually,
and on behalf of all others similarly situated,

Plaintiff,

v.

BBQ HOLDINGS, INC., a corporation; BBQ
GROWTH LLC, an unknown business entity;
TAHOE JOE'S STEAKHOUSE, LLC, a limited
liability company; and DOES 1 through 10,
inclusive,

Defendants.

Case No.: VCU300433

*[Assigned for All Purposes to the Honorable
David C. Mathias, Dept. 1]*

**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: October 1, 2026

Time: 8:30 a.m.

Dept.: 1

Complaint filed: July 28, 2023

FAC filed: August 7, 2025

Trial date: Not set

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

2 **PLEASE TAKE NOTICE** that on October 1, 2026, at 8:30 a.m., or as soon thereafter
3 as the matter may be heard in Department 1 of the Superior Court of California, County of
4 Tulare, located at 221 S. Mooney Blvd., Visalia, CA 93291, Plaintiff Jerrod Lamont Stevens
5 (“Plaintiff”) will and hereby does 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 \$124,815.00 and
8 reimbursement of litigation costs in the amount of \$27,592.80;
9 3. Awarding Plaintiff a Class Representative Service Payment in the amount of
10 \$5,000.00;
11 4. Awarding \$9,950.00 to ILYM Group, Inc. (“ILYM”) for its settlement
12 administration expenses; and
13 5. Approving allocation of \$32,500.00 as civil penalties under the Labor Code
14 Private Attorneys General Act of 2004 (“PAGA”), 75% of which (\$24,375.00)
15 will be paid to the California Labor and Workforce Development Agency, and
16 25% of which (\$8,125.00) 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 Declaration of Tyler J. Woods, Declaration of Cassandra Polites, and on all records and
20 documents on file, together with such oral and documentary evidence that may be presented at
21 the hearing on this matter.

22
23 Dated: August 27, 2026

WILSHIRE LAW FIRM, PLC

24
25 By: 

26 Tyler J. Woods
27 James Yoo
28 Giancarlo A. Recinos
Attorneys for Plaintiff

TABLE OF CONTENTS

I.	INTRODUCTION	5
II.	THE SETTLEMENT MERITS FINAL APPROVAL.....	6
A.	A Presumption of Fairness Exists	6
B.	The Strength of Plaintiff’s Claims, and the Risks, Expense, Complexity, and Likely Duration of Further Litigation as a Class Action Through Trial	7
C.	The Amount Offered in Settlement.....	8
D.	The Extent of Discovery Completed and the Stage of the Proceedings	8
E.	The Experience and Views of Counsel	9
F.	The Presence of a Government Participant.....	9
G.	The Reaction of Class Members to the Proposed Settlement	9
III.	THE REQUESTED FEE AWARD IS REASONABLE AND SHOULD BE APPROVED	10
A.	The Requested Fee Award is Fair and Reasonable Based on the Percentage-of- Recovery Method	10
B.	A Lodestar Cross-Check Confirms the Reasonableness of the Requested Fee	11
C.	Class Counsel’s Rates Are Similar to Those Approved by California Courts in Comparable Cases.	13
IV.	THE REQUESTED COST AWARD IS REASONABLE AND SHOULD BE APPROVED	13
V.	THE REQUESTED SERVICE PAYMENT IS REASONABLE AND SHOULD BE APPROVED	14
VI.	THE SETTLEMENT ADMINISTRATION COSTS ARE REASONABLE AND SHOULD BE APPROVED	15
VII.	CONCLUSION	15

TABLE OF AUTHORITIES

Cases

<i>7-Eleven Owners for Fair Franchising v. Southland Corp.</i> , 85 Cal.App.4th 1135 (2000)	7
<i>Chavez v. Netflix, Inc.</i> , 162 Cal. App. 4th 43 (2008)	11
<i>Clark v. American Residential Services, LLC</i> , 175 Cal.App.4th 785 (2009)	14
<i>Dunk v. Ford Motor Co.</i> , 48 Cal.App.4th 1794 (1996)	6
<i>Golba v. Dick’s Sporting Goods, Inc.</i> , 238 Cal.App.4th 1251 (2015)	14
<i>Hernandez v. Restoration Hardware, Inc.</i> , 4 Cal.5th 260 (2018)	7, 11
<i>Ketchum v. Moses</i> , 24 Cal.4th 1122 (2001)	11
<i>Laffitte v. Robert Half Int’l</i> , 231 Cal. App. 4th 860 (2004)	12
<i>Laffitte v. Robert Half Int’l, Inc.</i> , 1 Cal.5th 480 (2016)	10, 11
<i>Lealo v. Beneficial California, Inc.</i> , 82 Cal.App.4th 19 (2000)	9
<i>Melnik v. Robledo</i> , 64 Cal.App.3d 618 (1976)	11
<i>Munoz v. BCI Coca-Cola Bottling Co. of Los Angeles</i> , 186 Cal.App.4th 399 (2010)	7
<i>PLCM Group, Inc. v. Drexler</i> , 22 Cal.4th 1084 (2000)	11
<i>Roos v. Honeywell Int’l, Inc.</i> , 241 Cal.App.4th 1472 (2015)	10
<i>Serrano v. Priest</i> , 20 Cal. 3d 25 (1977)	11
<i>Singer v. Becton Dickinson and Co.</i> , No. 08-CV-821-IEG, 2010 WL 2196104 (S.D. Cal. June 1, 2010)	11
<i>Sutter Health Uninsured Pricing Cases</i> , 171 Cal. App. 4th 495 (2009)	11
<i>Vizcaino v. Microsoft Corp.</i> , 290 F.3d 1043 (9th Cir. 2002)	12
<i>Wershba v. Apple Computer, Inc.</i> 91 Cal.App.4th 224 (2001)	7, 11
<i>Wren v. RGIS Inventory Specialists</i> , No. C-06-05778 JCS, 2011 WL 1230826 (N.D. Cal. Apr. 1, 2011)	11

1 **I. INTRODUCTION**

2 Plaintiff Jerrod Lamont Stevens (“Plaintiff”) seeks final approval of a non-reversionary
3 Gross Settlement Amount of \$650,000.00. In accordance with the Court’s Orders granting
4 Preliminary Approval, deductions from the Gross Settlement Amount in the Settlement
5 Agreement (“Settlement”) are follows:

- 6 1. Attorneys’ fees up to \$124,815.00 from 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;
- 9 4. Settlement administration expenses up to \$9,950.00; and
- 10 5. Civil penalties in the amount of \$32,500.00 for claims under the Labor Code
11 Private Attorneys General Act of 2004 (“PAGA”), 75% of which (\$24,375.00) will be paid to
12 the California Labor and Workforce Development Agency (“LWDA), and 25% of which
13 (\$8,125.00) 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 Cassandra Polites (“Polites Decl.”) at ¶¶ 14, 18.

16 After all deductions are made, the Net Settlement Amount or \$450,142.20 will be
17 distributed to 703 Class Members, as of the filing of this Motion for Final Approval of Class
18 Action and PAGA Settlement (the “Motion”) (“Participating Class Members” or “Settlement
19 Class Member”), based on the number of weeks worked during the Class Period. Polites Decl.
20 at ¶ 15.

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

25 As of the filing of this Motion, there have been no objections to the Settlement and no
26 requests for exclusion. Polites Decl. at ¶¶ 11-12. Participating Class Members will receive an
27 estimated average Individual Class Payment of \$640.32, with the highest estimated average
28 Individual Class Payment being \$2,456.80. *Id.* at ¶ 16. Aggrieved Employees will receive an

1 estimated average Individual PAGA Payment of \$11.56, with the highest estimated average
2 Individual PAGA Payment being \$42.25. *Id.* at ¶ 19. In light of the favorable response from the
3 Class, and the facts and law set forth below as well as in the motion for preliminary approval,
4 Plaintiff respectfully requests that the Court now enter an Order: (1) granting final approval of
5 the Settlement; (2) entering final judgment; (3) requiring distribution of individual settlement
6 shares to participating Class Members; and (4) approving payments for Class Counsel Fees
7 Payment, Class Counsel Litigation Expenses Payment, the Class Representative Service
8 Payment, the Settlement Administrator's costs, and civil 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 48 Cal.App.4th 1794, 1801 (1996). 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 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 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 Tyler J. Woods in Support of Motion for Preliminary Approval of Class Action and PAGA Settlement (“Tyler MPA Decl.”) filed October 24, 2025, at ¶¶ 7, 5-6, 40-53. As of the filing of this Motion, no Class Members opted out and none objected. *See* Polites Decl. at ¶¶ 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.* 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, Plaintiff 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* Woods MPA Decl. at ¶¶ 19-25. Plaintiff also described in detail the risks the Class faced in litigation and the strengths and weaknesses of each of the claims. *See id.* Defendants deny Plaintiff’s allegations, and Plaintiff noted the 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 \$650,000.00 Gross Settlement Amount (“GSA”) to be
3 distributed among the 703 Class Members who did not opt out as of the date of this filing.
4 Polites Decl. at ¶ 15. The GSA will be used to pay Class Counsel’s attorneys’ fees and litigation
5 costs, Plaintiff’s Class Representative Service Payment, and the fees and expenses of ILYM
6 Group, Inc. (“ILYM”) for its administration of the Class Notice and settlement funds. *Id.* at ¶
7 14. The Settlement also allocates \$32,500.00 from the GSA to civil penalties under PAGA. *See*
8 Settlement Agreement at § 3.2.5. After all deductions are made, the Net Settlement Amount
9 available to Participating Class Members for their Individual Class Payments is estimated to be
10 \$ 450,142.20, which will be distributed to Participating Class Members according to the number
11 of Workweeks they worked for Defendants BBQ Holdings, Inc., BBQ Growth LLC, and Tahoe
12 Joe’s Steakhouse, LLC (collectively, “Defendants”) during the Class Period. *See* Polites Decl.
13 at ¶ 15; Settlement Agreement at § 3.2.4.

14 The Settlement Administrator has calculated a total of 35,362 Workweeks in the Class
15 Period. Polites Decl. at ¶ 5. As a result, the estimated average Individual Class Payment for
16 Participating Class Members is \$640.32, and the highest estimated average Individual Class
17 Payment for Participating Class Members is \$2,456.80. *Id.* at ¶ 16. Weighing the potential value
18 of the class claims against the risk and expense of trial, the Settlement provides substantial relief
19 considering the potential risks associated with seeking class certification and 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* Woods MPA Decl. at ¶ 6. Specifically, Class Counsel assessed the value of the
23 claims using data and documents produced by Defendants, which included policy documents
24 and timekeeping and payroll records. *Id.* Following a complete analysis of the data and
25 documents, the Parties attended mediation on October 18, 2024, with an experienced mediator.
26 *Id.* at ¶ 7. Following mediation, the Parties engaged in continued negotiations over the ensuing
27 months and ultimately finalized the terms of the Settlement on September 4, 2025.

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

2 Plaintiff is represented by Wilshire Law Firm, PLC. Declaration of Tyler J. Woods in
3 Support of Motion for Final Approval of Class Action and PAGA Settlement (“Woods 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. Based on Class
7 Counsel’s prior experience litigating these types of cases, Class Counsel negotiated a settlement
8 here that they believe is fair, reasonable, and adequate. *Id.* at ¶ 25.

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

10 On August 22, 2023, Plaintiff provided notice to the LWDA of the specific provisions
11 of the Labor Code alleged to have been violated, including the facts and theories in support.
12 Woods MPA Decl. at ¶ 4. Thereafter, on October 24, 2025, the LWDA received notice of this
13 Settlement, when Plaintiff submitted a copy of the Settlement Agreement to the LWDA. Woods
14 MPA Decl. at ¶ 10. The Settlement provides for the payment of \$32,500.00 in civil penalties,
15 75% of which (\$224,375.00) will be paid to the LWDA, and 25% of which (\$8,125.00) will be
16 paid to Aggrieved Employees based on the number of pay periods worked during the PAGA
17 Period. *See* Polites Decl. at ¶ 16; *see also* Settlement Agreement at §§ 3.2.5, 3.2.5.1.

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

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

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 March 25, 2026. Polites Decl. at ¶ 7.
25 The Class Notice informed Class Members of the terms of the Settlement, the amount of their
26 individual settlements and how those amounts were calculated, their right to either participate
27 in the Settlement, opt out of it, object to it, or dispute the amount of their individual settlement
28 payment, the procedures and deadlines to submit an opt out, objection, or dispute, and the date,

time, and place of the hearing on Plaintiff’s Motion for Final Approval and instructions to be heard at the hearing. *Id.* at ¶ 7, Exhibit A. In response to the Class Notice, and as of the date of the filing of this Motion, ILYM received no requests for exclusion from Class Members, no objections from any Class Members, and no disputes from Class Members. *Id.* at ¶¶ 11-12. Class Members’ favorable response to the Settlement further supports final approval.

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

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

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

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

The requested fee award of 33 and 1/3% of the GSA is consistent with the average fee 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

1 *Hernandez v. Restoration Hardware, Inc.*, 4 Cal.5th 260, 287 (2018); *Wren v. RGIS Inventory*
2 *Specialists*, No. C-06-05778 JCS, 2011 WL 1230826, at *29 (N.D. Cal. Apr. 1, 2011) (approving
3 fee award of 42%); *Singer v. Becton Dickinson and Co.*, No. 08-CV-821-IEG, 2010 WL
4 2196104, at *8 (S.D. Cal. June 1, 2010) (approving fee award of one-third and noting that the
5 typical fees awarded in wage and hour class action cases ranges from 33.33% to 40%).
6 Therefore, the percentage-of-recovery method should be utilized to approve the requested fee.

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

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

25 Generally, "[m]ultipliers can range from 2 to 4 or even higher." *Wershba v. Apple*
26 *Computers, Inc.*, 91 Cal.App.4th at p. 255 (2001); *see also Sutter Health Uninsured Pricing*
27 *Cases*, 171 Cal. App. 4th 495, 512 (2009) (applying a 2.52 multiplier on a cross-check in an
28 antitrust class action); *Chavez v. Netflix, Inc.*, 162 Cal. App. 4th 43, 60 (2008) (applying a 2.5

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

The total hours expended on this action by Class Counsel were reasonable and in line with comparable cases. While it is not necessary to substantiate the fee award with a lodestar in this Action, it should be noted that Class Counsel spent approximately 152 hours prosecuting this action, which were divided among the attorneys working on this case according to skill level. Woods MFA Decl. at ¶¶ 22-23. Multiplying the total hours expended by Class Counsel by their reasonable hourly rates yields a lodestar of \$85,865.00. *Id.* at ¶ 22. This amount results in a modest 1.45 multiplier. *Id.* at ¶ 21. This amount does not include the time Class Counsel will spend at the Final Approval Hearing and assisting the Settlement Administrator following final approval. *Id.* Class Counsel dedicated significant resources to this case by dividing the tasks required according to skill level. *Id.* The hours expended by each attorney were not duplicative and reflect the extensive investigation and analysis that was required to achieve this Settlement. This time could have been spent on other potentially lucrative cases. *Id.* Class Counsel’s lodestar reflects the efficiencies achieved by attorneys experienced in this field. *Id.* Moreover, Class Counsel has singularly assumed the risk and costs of litigation purely on a contingency basis. *Id.* And, while Plaintiff is confident in the merits of his claims, a legitimate controversy exists as to each cause of action, posing an actual risk that Plaintiff may not succeed at class certification and/or trial. *Id.* Any of these obstacles could have prevented recovery completely, meaning Class Counsel would have been left with no compensation for all the time and money invested in litigating this case. *Id.* Despite these risks, Class Counsel took this case on a contingency basis so that Class Members (a particularly vulnerable group of hourly paid workers) could be compensated for their unpaid wages. *Id.* Consequently, Class Counsel was precluded from focusing on, or taking on, other cases which could have resulted in a larger, and less risky, monetary gain. *Id.*

1 **C. Class Counsel’s Rates Are Similar to Those Approved by California Courts in**
2 **Comparable Cases.**

3 Class Counsel’s hourly rates are comparable to those charged by other class action
4 plaintiffs’ counsel and the firms defending class actions. Woods MFA Decl. at ¶ 18. Class
5 Counsel’s rates are well within the range of hourly rates that the Los Angeles legal marketplace
6 would compensate counsel for similar services accomplishing similar results. *Id.* For example, in
7 *Bronshteyn v. State of California*, Los Angeles County Superior Ct. No. 19SMCV00057, Order
8 Granting Plaintiff’s Motion for Statutory Attorneys’ Fees and Costs filed March 30, 2023, an
9 employment action brought by two small law firms (Levy, Vinick, Burrell & Hyams LLP and Law
10 Offices of Wendy Musell), the court found that counsel’s 2022 hourly rates of \$1,100 and \$1,000
11 per hour were reasonable for the plaintiff’s five senior attorneys, including \$1,000 per hour for the
12 plaintiff’s 23-year lead counsel and \$850 per hour for a senior associate. *Id.* These rates were then
13 augmented by a 1.75 lodestar multiplier and affirmed by the California Court of Appeals. *Id.* The
14 rates (and multiplier) requested here are well in line with those found reasonable in *Bronshteyn*. In
15 *Tran v. Golden State FC LLC, et al.* (LASC Case No. BC699931), Fee Order filed 4/8/2022, the
16 court found hourly rates of \$1,300 per hour reasonable for plaintiff’s 32-year attorney and \$1,000
17 per hour reasonable for a 14-year attorney. *Id.* The multiplier here is even more compelling given
18 Class Counsel represents approximately 703 Class Members. *Id.*

19 Likewise, Class Counsel’s hourly rates are reasonable when compared to rates charged within
20 the relevant legal marketplace. Woods MFA Decl. ¶¶ 19-20, **Exhibits 1, 2**. In light of the foregoing,
21 and considered against the risks of continued litigation, and the importance of advocating for
22 employment rights and a speedy recovery, the relief provided under the Settlement represents a very
23 strong result for the Class Members and Aggrieved Employees. Class Counsel’s fee request is fair
24 and reasonable and should be approved. Accordingly, Class Counsel respectfully requests the Court
25 approve their \$124,815.00 fee request.

26 **IV. THE REQUESTED LITIGATION EXPENSES PAYMENT IS REASONABLE**
27 **AND SHOULD BE APPROVED**

28 The Settlement permits Class Counsel to seek reimbursement of litigation costs in an

1 amount up to \$30,000.00, the actual costs incurred are \$27,292.80. Woods MFA Decl. at ¶ 22,
2 **Exhibit 3**. Additionally, Class Counsel anticipates incurring \$300.00 in future costs for filing
3 fees and service fees for a total of \$27,592.80 in costs. *Id.* Since Class Counsel’s costs do not
4 meet the maximum of \$30,000.00, the remaining \$2,407.20 will revert to the Net Settlement
5 Amount. *Id.* These costs were reasonable and necessary to prosecute this case and obtain the
6 results achieved. *Id.*

7 **V. THE REQUESTED CLASS REPRESENTATIVE SERVICE PAYMENT IS**
8 **REASONABLE AND SHOULD BE APPROVED**

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

17 Here, Plaintiff provided a declaration in support of Plaintiff’s Motion for Preliminary
18 Approval of Class Action and PAGA Settlement and a declaration in support of Plaintiff’s
19 Motion for Final Approval of Class Action and PAGA Settlement detailing the risk he faced in
20 bringing the suit, the notoriety and personal difficulties he encountered, the amount of time and
21 effort he spent on this litigation, the duration of this litigation, and the personal benefit he will
22 receive as a result of the litigation. *See generally* Declaration of Jerrod Lamont Stevens in
23 Support of Plaintiff’s Motion for Preliminary Approval of Class Action and PAGA Settlement
24 filed on October 24, 2025. Plaintiff should be adequately compensated for his role in obtaining
25 in this Settlement.

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

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

3 The Parties agreed to hire ILYM as the Settlement Administrator in this case and the
4 Court approved this choice at preliminary approval. The Settlement Administrator was
5 responsible for (a) translating the mailing documents into Spanish; (b) printing and mailing the
6 *Court Approved Notice of Class Action Settlement and Hearing Date for Final Court Approval*,
7 in both English and Spanish (referred to as “Class Notice Packet”); (c) receiving and processing
8 requests for exclusion and objections to the Settlement; (d) resolving Class Members’ disputes
9 over the number of workweeks Defendants has record of them working during the Class Period,
10 which was pre-printed on their individualized Class Notice; (e) establishing a QSF account and
11 calculating individual settlement award amounts; (f) processing and mailing settlement award
12 checks; (g) handling tax withholdings as required by the Settlement and the law; (h) preparing,
13 issuing and filing tax returns and other applicable tax forms; (i) handling the distribution of any
14 unclaimed funds pursuant to the terms of the Settlement; and (j) performing other tasks as the
15 Parties mutually agree to and/or the Court orders ILYM Group to perform. Polites Decl. at ¶ 3.
16 The requested amount of \$9,950.00 for services rendered and to be rendered is therefore fair
17 and reasonable.

18 **VII. CONCLUSION**

19 Based on the foregoing, Class Counsel respectfully requests that the Court grant final
20 approval of the Class Action and PAGA Settlement, approve Class Counsel’s attorneys’ fees in
21 the amount of \$124,815.00 and reimbursement of litigation costs in the amount of \$27,592.80,
22 the Class Representative Service Payment in the amount of \$5,000.00, civil penalties under
23 PAGA in the amount of \$32,500.00, and settlement administration costs for ILYM in the amount
24 of \$9,950.00.

25
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27 ///

28 [Signature on the following page]

1 Dated: August 27, 2026

WILSHIRE LAW FIRM, PLC

2
3 By:  _____

4 Tyler J. Woods

5 James Yoo

6 Giancarlo A. Recinos

7 Attorneys for Plaintiff