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11
12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
13 **FOR THE COUNTY OF SANTA CLARA**

14 DIANE DE LA CRUZ and SIMON PEREZ
15 FLORES, individually, on behalf of all others
16 similarly situated, and on behalf of the State of
17 California and other aggrieved persons; and
SANTOS ANDRADE NAZARIO, individually,
and on behalf of all others similarly situated,

18 *Plaintiffs,*

19
20 v.

21 JAMES NICHOLSON ENTERPRISES dba
22 DINSMORE LANDSCAPE COMPANY, a
California corporation; and DOES 1 through 10,
23 inclusive,

24 *Defendants.*

Case No.: 23CV421709

*[Assigned for All Purposes to the Hon.
Theodore C. Zayner, Dept. 19]*

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

Final Approval Hearing:

Date: October 14, 2026

Time: 1:30 p.m.

Dept.: 19

Action Filed: August 30, 2023

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8 Attorneys for Plaintiff

9 Simon Perez Flores

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

2 **PLEASE TAKE NOTICE** that on October 14, 2026, at 1:30 p.m., or as soon thereafter
3 as the matter may be heard in Department 19 of the Superior Court of California, County of
4 Santa Clara, located at 191 North First Street, San Jose, California 95113, Plaintiffs Diane De
5 La Cruz, Simon Perez Flores and Santos Andrade Nazario (collectively, the “Plaintiffs”) will
6 and hereby does move this Court for an Order:

- 7 1. Granting final approval of the proposed Settlement Agreement;
8 2. Awarding Class Counsel attorneys’ fees in the amount of \$83,333.33 and
9 reimbursement of litigation costs in the amount of \$12,825.45;
10 3. Awarding Service Awards in the amount of \$5,000.00 to each Plaintiff
11 (\$15,000.00 total);
12 4. Awarding \$8,000.00 to Phoenix Settlement Administrators (“Phoenix”) for its
13 settlement administration costs; and
14 5. Approving allocation of \$3,600.00 as civil penalties under the Labor Code Private
15 Attorneys General Act of 2004 (“PAGA”), 75% of which (\$2,700.00) will be paid
16 to the California Labor and Workforce Development Agency, and 25% of which
17 (\$900.00) will be distributed to Aggrieved Employees based on the number of pay
18 periods worked during the PAGA Period.

19 This Motion is based on this Notice of Motion, Memorandum of Points and Authorities,
20 the Declaration of Arrash T. Fattahi, the Declaration of Jarrod Salinas, the Declaration of Harout
21 Messrelian, and on all records and documents on file, together with such oral and documentary
22 evidence that may be presented at the hearing on this matter.

23
24 Dated: September 18, 2026

WILSHIRE LAW FIRM, PLC

25
26 By: 

Arrash T. Fattahi

Arman A. Salehi

Trenten N. Bilodeaux

Attorneys for Plaintiffs

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1 **I. INTRODUCTION**

2 Plaintiffs Diane De La Cruz, Simon Perez Flores and Santos Andrade Nazario
3 (collectively, the “Plaintiffs”) seeks final approval of a non-reversionary Gross Settlement
4 Amount of \$250,000.00. The Settlement Agreement (“Settlement” or “Settlement Agreement”)
5 provides that the deductions will be made from the Gross Settlement Amount as follows:

- 6 1. Attorneys’ fees up to one third (1/3) of the Gross Settlement Amount;
7 2. Litigation costs up to \$12,825.45;
8 3. Service Awards up to \$5,000.00 to each Plaintiff (\$15,000.00 total);
9 4. Settlement administration costs up to \$8,000.00; and
10 5. Civil penalties in the amount of \$3,600.00 for claims under the Labor Code
11 Private Attorneys General Act of 2004 (“PAGA”), 75% of which (\$2,700.00) will be paid to the
12 California Labor and Workforce Development Agency (“LWDA), and 25% of which (\$900.00)
13 will be distributed to Aggrieved Employees based on the number of pay periods worked during
14 the PAGA Period. *See* Settlement § 23.c.; *see also* Declaration of Jarrod Salinas (“Salinas
15 Decl.”) at ¶ 12.

16 After all deductions are made, the Net Settlement Amount will be distributed to 313
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 Member”)
19 based on the number of weeks worked during the Class Period. Salinas Decl. at ¶ 10.

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. Salinas Decl. at ¶¶ 7-8. Participating Class Members will receive an
26 estimated average Individual Class Payment of \$407.80, with the highest estimated average
27 Individual Class Payment being \$1,165.97. Salinas Decl. at ¶ 13. Aggrieved Employees will
28 receive an estimated average Individual PAGA Payment of \$3.70, with the highest estimated

1 average Individual PAGA Payment being \$7.76. Salinas Decl. at ¶ 14. In light of the favorable
2 response from the Class, and the facts and law set forth below as well as in the motion for
3 preliminary approval, Plaintiffs respectfully request that the Court now enter an Order: (1)
4 granting final approval of the Settlement; (2) entering final judgment; (3) requiring distribution
5 of individual settlement shares to participating Class Members; and (4) approving payments for
6 Class Counsel Fees and Costs Awards, the Service Awards to Plaintiffs, the Settlement
7 Administrator's costs, and civil penalties under PAGA.

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

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

18 **A. A Presumption of Fairness Exists**

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

24 At preliminary approval, Plaintiffs presented evidence that this Settlement is entitled to
25 a presumption of fairness because: (1) it was reached through arm's length bargaining with the
26 assistance of an experienced mediator; (2) Plaintiffs conducted a thorough investigation through
27 informal discovery and an analysis of Class Members' time data and payroll records and policy
28 documents pertaining to Plaintiffs' claims; and (3) Class Counsel is experienced in similar

litigation. *See* Declaration of Arrash T. Fattahi in Support of Motion for Preliminary Approval of Class Action and PAGA Settlement (“Fattahi MPA Decl.”) filed March 10, 2026, at ¶¶ 5-6, 7, 37-47. As of the filing of this Motion, no Class Members have opted out and none have objected. *See* Salinas Decl. at ¶¶ 7-8. Therefore, the Court can confidently conclude that a presumption of fairness exists.

B. The Strength of Plaintiffs’ 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* Fattahi MPA Decl. at ¶¶ 16-22. 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 \$250,000.00 Gross Settlement Amount (“GSA”) to be
3 distributed among the 313 Class Members who did not opt out as of the date of this filing.
4 Salinas Decl. at ¶ 10. The GSA will be used to pay Class Counsel’s attorneys’ fees and costs
5 awards, Service Awards to Plaintiffs, and the fees and expenses of Phoenix Settlement
6 Administrators (“Phoenix”) for its administration of the Class Notice and settlement funds. *Id.*
7 at ¶ 12. The Settlement also allocates \$3,600.00 from the GSA to civil penalties under PAGA.
8 *See* Settlement Agreement at § 1.p.; *see also* Salinas Decl. at ¶ 12. After all deductions are
9 made, the Net Settlement Amount available to Participating Class Members for their Individual
10 Class Payments is estimated to be \$127,241.22, which will be distributed to Participating Class
11 Members according to the number of Workweeks they worked for Defendant James Nicholson
12 Enterprises DBA Dinsmore Landscape Company (“Defendant”) during the Class Period. *See*
13 Salinas Decl. at ¶ 12; Settlement Agreement at § 1.s.

14 The Settlement Administrator has calculated a total of 24,211 Workweeks in the Class
15 Period. Salinas Decl. at ¶ 10. As a result, the estimated average Individual Class Payment for
16 Participating Class Members is \$407.80, and the highest the estimated average Individual Class
17 Payment for Participating Class Members is \$1,165.97. *Id.* at ¶ 13. Weighing the potential value
18 of the class claims against the risk and expense of trial, the Settlement provides substantial relief
19 in light of the potential risks associated with seeking a 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* Fattahi MPA Decl. at ¶ 6. 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 March 13, 2025, and April 3, 2025, with an
26 experienced mediator. *Id.* at ¶ 7. The Parties negotiated the terms of the Settlement over the next
27 several months and finalized the terms of the Settlement on February 11, 2026.
28

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

2 Plaintiffs are represented by Wilshire Law Firm, PLC and Messrelian Law Inc.
3 Declaration of Arrash T. Fattahi in Support of Motion for Final Approval of Class Action and
4 PAGA Settlement (“Fattahi MFA Decl.”) at ¶ 3. Class Counsel prosecutes wage and hour cases,
5 including class and representative actions. *Id.* at ¶¶ 4, 5. Class Counsel has litigated many wage
6 and hour cases and has successfully resolved cases involving similar issues presented in this
7 matter. *Id.* at ¶¶ 4-13. Class Counsel has negotiated a settlement here that they believe is fair,
8 reasonable, and adequate based on Class Counsel’s prior experience litigating these types of
9 cases. *Id.* at ¶ 22.

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

11 The LWDA has received the required notice of this Settlement. On September 22, 2023,
12 Plaintiffs Diane De La Cruz and Santos Andrade Nazario provided notice to the LWDA of the
13 specific provisions of the Labor Code alleged to have been violated, including the facts and
14 theories in support. Fattahi MPA Decl. at ¶ 4. Plaintiff Simon Perez Flores submitted his PAGA
15 notice to the LWDA on October 6, 2023. Harout Messrelian Declaration in Support of the MFA
16 ¶ 3. The Settlement provides for the payment of \$3,600.00 in civil penalties, 75% of which
17 (\$2,700.00) will be paid to the LWDA, and 25% of which (\$900.00) will be paid to Aggrieved
18 Employees based on the number of pay periods worked during the PAGA Period. *See Salinas*
19 *Decl.* at ¶ 12; *see also* Settlement Agreement at §§ 1.r, 1.u. Plaintiffs submitted a copy of the
20 Settlement Agreement to the LWDA on March 9, 2026. Fattahi MPA Decl. at ¶ 9, Exhibit 5.
21 The LWDA has not responded to or objected to the Settlement. Fattahi MFA Decl. at ¶ 22.

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

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

26 When the Court granted preliminary approval, it also approved the method of providing
27 notice to Class Members. Following a search of the National Change of Address database,
28 Phoenix mailed the Class Notice to all Class Members on May 8, 2026. Salinas Decl. at ¶ 5.,

1 Exhibit A. The Class Notice informed Class Members of the terms of the Settlement, the amount
2 of their individual settlements and how those amounts were calculated, their right to either
3 participate in the Settlement, opt out of it, object to it, or dispute the amount of their individual
4 settlement payment, the procedures and deadlines to submit an opt out, objection, or dispute,
5 and the date, time, and place of the hearing on Plaintiffs' Motion for Final Approval and
6 instructions to be heard at the hearing. In response to the Class Notice, Phoenix has received no
7 requests for exclusion from Class Members, no objections from any Class Members, and no
8 disputes from Class Members, as of the date of the filing of this Motion. *Id.* at ¶¶ 7-8. Class
9 Members' favorable response to the Settlement further supports final approval.

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

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

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

24 The ultimate purpose of the percentage-of-recovery method is to "spread the attorney fee
25 among all the beneficiaries of the fund." *Id.* at 503. The California Supreme Court recognized
26 that the percentage-of-recovery method has many advantages, "including relative ease of
27 calculation, alignment of incentives between counsel and the class, a better approximation of
28 market conditions in a contingency case, and the encouragement it provides counsel to seek an

1 early settlement and avoid unnecessarily prolonging the litigation [citation] . . .” *Id.*

2 The requested fee award of one third (1/3) of the GSA is consistent with the average fee
3 award in class actions. *See, e.g., Roos v. Honeywell Int’l, Inc.*, 241 Cal.App.4th 1472 (2015)
4 (fee award of 37.5% was not an abuse of discretion), disapproved of on other grounds by
5 *Hernandez v. Restoration Hardware, Inc.*, 4 Cal.5th 260, 287 (2018); *Wren v. RGIS Inventory*
6 *Specialists*, No. C-06-05778 JCS, 2011 WL 1230826, at *29 (N.D. Cal. Apr. 1, 2011) (approving
7 fee award of 42%); *Singer v. Becton Dickinson and Co.*, No. 08-CV-821-IEG, 2010 WL
8 2196104, at *8 (S.D. Cal. June 1, 2010) (approving fee award of one-third and noting that the
9 typical fees awarded in wage and hour class action cases ranges from 33.33% to 40%).
10 Therefore, the percentage-of-recovery method should be utilized to approve the requested fee.

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

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

1 Generally, “[m]ultipliers can range from 2 to 4 or even higher.” *Wershba v. Apple*
2 *Computers, Inc.*, 91 Cal.App.4th at p. 255 (2001); *see also Sutter Health Uninsured Pricing*
3 *Cases*, 171 Cal. App. 4th 495, 512 (2009) (applying a 2.52 multiplier on a cross-check in an
4 antitrust class action); *Chavez v. Netflix, Inc.*, 162 Cal. App. 4th 43, 60 (2008) (applying a 2.5
5 multiplier on a lodestar cross-check); *Vizcaino v. Microsoft Corp.*, 290 F.3d 1043, 1051 n.6 (9th
6 Cir. 2002) (“most” common fund cases apply a multiplier of 1.0-4.0); *Laffitte v. Robert Half*
7 *Int’l*, 231 Cal. App. 4th 860, 881-82 (2004) (affirming a 2.13 multiplier after finding that “2 to
8 4” is a reasonable range for multipliers on a cross-check).

9 The total hours expended on this action by Class Counsel were reasonable and in line
10 with comparable cases. While it is not necessary to substantiate the fee award with a lodestar in
11 this Action, it should be noted that Class Counsel spent approximately 172.8 hours prosecuting
12 this action, which were divided among the attorneys working on this case according to skill
13 level. Fattahi MFA Decl. at ¶¶ 18-19. Multiplying the total hours expended by Class Counsel
14 by their reasonable hourly rates yields a lodestar of \$127,065.00. *Id.* at ¶¶ 18-19. This amount
15 surpasses the requested fee award of \$83,333.33, resulting in a negative multiplier. *Id.* at ¶ 20.
16 This amount does not include the time Class Counsel will spend at the Final Approval Hearing
17 and assisting the Settlement Administrator following final approval. *Id.* Class Counsel dedicated
18 significant resources to this case by dividing the tasks required according to skill level. *Id.* The
19 hours expended by each attorney were not duplicative and reflect the extensive investigation
20 and analysis that was required to achieve this Settlement. This time could have been spent on
21 other potentially lucrative cases. *Id.* Class Counsel’s lodestar reflects the efficiencies achieved
22 by attorneys experienced in this field. *Id.* Moreover, Class Counsel has singularly assumed the
23 risk and costs of litigation purely on a contingency basis. *Id.* And, while Plaintiffs are confident
24 in the merits of their claims, a legitimate controversy exists as to each cause of action, posing
25 an actual risk that Plaintiffs may not succeed at class certification and/or trial. *Id.* Any of these
26 obstacles could have prevented recovery completely, meaning Class Counsel would have been
27 left with no compensation for all the time and money invested in litigating this case. *Id.* Despite
28 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.*

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. Fattahi MFA Decl. at ¶ 14. 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.*

Likewise, Class Counsel's hourly rates are reasonable when compared to rates charged within the relevant legal marketplace. Fattahi MFA Decl. ¶¶ 14-15, **Exhibits 1, 2**. In light of the foregoing, and considered against the risks of continued litigation, and the importance of advocating for employment rights and a speedy recovery, the relief provided under the Settlement represents a very strong result for the Class Members and Aggrieved Employees. Class Counsel's fee request is fair and reasonable and should be approved. Accordingly, Class Counsel respectfully requests the Court approve their \$83,333.33 fee request.

1 **IV. THE REQUESTED LITIGATION EXPENSES PAYMENT IS REASONABLE**
2 **AND SHOULD BE APPROVED**

3 The Settlement permits Class Counsel to seek reimbursement of litigation costs in an
4 amount up to \$25,000.00, the actual costs incurred are \$12,525.45 by both Wilshire Law Firm,
5 PLC and Messrelan Law Inc. Fattahi MFA Decl. at ¶ 21, **Exhibit 3**. Additionally, Class Counsel
6 anticipates incurring \$300.00 in future costs for filing fees and service fees for a total of
7 \$12,825.45 in costs. *Id.* Since Class Counsel's costs do not meet the maximum of \$25,000.00,
8 the remaining \$12,174.55 will revert to the Net Settlement Amount. *Id.* These costs were
9 reasonable and 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 Plaintiffs also request that they be awarded Service Award payments of \$5,000.00 each
13 (\$15,000.00 total) for their role in obtaining the Settlement. In evaluating a service payment,
14 the Court may consider: "(1) the risk, both financial and otherwise, the class representative
15 faced in bringing the suit; (2) the notoriety and personal difficulties encountered by the class
16 representative; (3) the amount of time and effort spent by the class representative; (4) the
17 duration of the litigation; and (5) the personal benefit received by the class representative as a
18 result of the litigation." *Golba v. Dick's Sporting Goods, Inc.*, 238 Cal.App.4th 1251, 1272
19 (2015); *Clark v. American Residential Services, LLC*, 175 Cal.App.4th 785, 804 (2009).

20 Here, Plaintiffs provided declarations in support of Plaintiffs' Motion for Preliminary
21 Approval of Class Action and PAGA Settlement detailing the risks they faced in bringing the
22 suit, the notoriety and personal difficulties they encountered, the amount of time and effort they
23 spent on this litigation, the duration of this litigation, and the personal benefit they will receive
24 as a result of the litigation. *See generally* Declaration of Diane De La Cruz in Support of
25 Plaintiffs' Motion for Preliminary Approval of Class Action and PAGA Settlement and
26 Declaration of Santos Andrade Nazario in Support of Plaintiffs' Motion for Preliminary
27 Approval of Class Action and PAGA Settlement filed on March 18, 2026. Declaration of Simon
28 Perez Flores in Support of Plaintiffs' Motion for Preliminary Approval of Class Action and

1 PAGA Settlement filed on March 9, 2026. Plaintiffs should be adequately compensated for their
2 role in obtaining in 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 Phoenix as the Settlement Administrator in this case and the
9 Court approved this choice at preliminary approval. The Settlement Administrator was
10 responsible for (i) preparing, translating, printing, and mailing the *Court Approved Notice of*
11 *Class Action Settlement and Hearing Date for Final Court Approval* (“Settlement Notice”); (ii)
12 responding to inquiries from Class Members; (iii) calculating the number of workweeks each
13 Class Member worked during the period from January 1, 2021 to April 3, 2025 (“Class Period”)
14 and the number of pay periods that each Aggrieved Employee worked during the time period
15 from September 22, 2022 to April 3, 2025 (“PAGA Period”); (iv) determining the validity of
16 letters indicating a request to be excluded from the Class Settlement (“Requests for Exclusion”),
17 written objections to the Class Settlement (“Objections”), and/or disputes regarding the number
18 of Workweeks submitted by Class Members; (v) calculating the Net Settlement Amount and
19 the Individual Settlement Payments to Class Members; (vi) calculating and issuing the
20 Individual Settlement Payments and distributing them to Settlement Class Members and
21 Individual PAGA Payments to Aggrieved Employees; (vii) issuing the payment to Class
22 Counsel for attorneys’ fees and costs, the Service Awards to Plaintiffs, and the
23 employer/employee payroll taxes to the appropriate taxing authorities; and (viii) such other
24 tasks as set forth in the Settlement Agreement or as the Parties mutually agree or as the Court
25 orders. Salinas Decl. at ¶ 2. The requested amount of \$8,000.00 for services rendered and to be
26 rendered is therefore fair and reasonable.

27 **VII. CONCLUSION**

28 Based on the foregoing, Class Counsel respectfully requests that the Court grant final

1 approval of the Class Action and PAGA Settlement, approve Class Counsel's attorneys' fees in
2 the amount of \$83,333.33 and reimbursement of litigation costs in the amount of \$12,825.45,
3 the Service Awards to Plaintiffs in the amount of \$5,000.00 each (\$15,000.00 total), civil
4 penalties under PAGA in the amount of \$3,600.00, and settlement administration costs for
5 Phoenix in the amount of \$8,000.00.

6
7 Dated: September 18, 2026

WILSHIRE LAW FIRM, PLC

8
9 By:  _____

Arrash T. Fattahi

Arman A. Salehi

Trenten N. Bilodeaux

Attorneys for Plaintiffs