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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ORANGE

MICHAEL MILLER, individually, on behalf of all others similarly situated, and on behalf of the State of California and other aggrieved persons; JOHN AMATO, individually, and on behalf of all others similarly situated,

Plaintiffs,

v.

KASTLE SYSTEMS INTERNATIONAL LLC. a limited liability company; and DOES 1 through 10, inclusive,

Defendants.

Case No.: 30-2023-01345211-CU-OE-CXC

[*Assigned for all purposes to:* Hon. William D. Claster, Dept. CX101]

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

FINAL APPROVAL HEARING
Date: April 3, 2026
Time: 9:00 a.m.
Dept.: CX101

TO ALL INTERESTED PARTIES AND THEIR ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE that on April 3, 2026 at 9:00 a.m., or as soon thereafter as the matter may be heard in Department CX101 of the above-entitled Court, located at 751 West Santa Ana Blvd., Santa Ana, CA 92701, Plaintiffs Michael Miller and John Amato ("Plaintiffs") will and hereby do move this Court for an Order:

1. Granting final approval of the proposed Class Action and PAGA Settlement Agreement;
2. Awarding Class Counsel attorneys' fees in the amount of $108,333.33 and reimbursement of litigation costs in the amount of $17,095.87;
3. Awarding Plaintiff Miller an enhancement award in the amount of $7,500.00 and Plaintiff Amato an enhancement award in the amount of $5,000.00;
4. Awarding $6,915.00 to Apex Class Action, LLC ("APEX") for its settlement administration expenses; and
5. Approving allocation of $10,000.00 as civil penalties under the Private Attorneys' General Act of 2004 ("PAGA"), 75% of which ($7,500.00) will be paid to the California Labor and Workforce Development Agency, and 25% of which ($2,500.00) will be distributed to PAGA Members based on the number of pay periods worked during the PAGA Period.

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

Dated: March 11, 2026

WILSHIRE LAW FIRM

By: ______________________

Arrash T. Fattahi
Arman A. Salehi
Emily K. Borman

Attorneys for Plaintiffs

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I. INTRODUCTION

Plaintiffs Michael Miller and John Amato ("Plaintiffs") seek final approval of a non-reversionary Gross Settlement Amount of $325,000.00. The Class Action and PAGA Settlement Agreement ("Settlement") allows for the following deductions to be made from the Gross Settlement Amount:

1. Attorneys' fees in the amount of up to $108,333.33;
2. Litigation costs in the amount of $17,095.87;
3. An enhancement award of up to $7,500.00 for Plaintiff Miller;
4. An enhancement award of up to $5,000.00 for Plaintiff Amato;
5. Settlement administration expenses of up to $6,490.00, plus an additional $425.00 approved by the Court; and
6. Civil penalties in the amount of $10,000.00 for claims under the Private Attorneys' General Act of 2004 ("PAGA"), 75% of which ($7,500.00) will be paid to the California Labor and Workforce Development Agency ("LWDA"), and 25% of which ($2,500.00) will be distributed to PAGA Members based on the number of pay periods worked during the PAGA Period. (*See* Settlement § 3.2.5; *see also* Declaration of Katie Tran ["Tran Decl."], ¶¶ 15,17.)

After all deductions are made, the Net Settlement Amount will be distributed to 90 Class Members as of the filing of this Motion for Final Approval of Class Action and PAGA Settlement (the "Motion") ("Participating Class Members" or "Settlement Class Members") based on the number of weeks worked during the Class Period. (Tran Decl., ¶¶ 14, 15.)

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

There are no objections to the Settlement and no requests for exclusion. (Tran Decl., ¶¶ 11-13.) The Participating Class Members will receive an average settlement payment of $1,890.62, with the highest payout estimated at $6,055.56, and the lowest payout estimated at

$33.00. (Tran Decl., ¶ 16.) PAGA Members will receive an average settlement payment of $46.30, with the highest payout estimated at $69.99, and the lowest payout estimated at $4.18. (Tran Decl., ¶ 18.) In light of the Class's favorable response, and the facts and law set forth below as well as in the motion for preliminary approval, Plaintiffs respectfully request 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 attorneys' fees, litigation costs, the enhancement awards, Settlement Administration Expenses, 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.* (1996) 48 Cal.App.4th 1794, 1801.) 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 p. 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 and payroll records; and (3) Plaintiffs' Counsel is experienced in similar litigation. (*See* Declaration of Arrash T. Fattahi in

Support of Plaintiffs' Motion for Preliminary Approval of Class Action Settlement ["Fattahi MPA Decl."], ¶¶ 5-8, 16, 40-48.) None of the Class Members has opted out and none have objected. (*See* Tran Decl., ¶¶ 11-13) 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.* (2001) 91 Cal.App.4th 224, 250, disapproved of on other grounds by *Hernandez v. Restoration Hardware, Inc.* (2018) 4 Cal.5th 260, 269-270; *see also 7-Eleven Owners for Fair Franchising v. Southland Corp.* (2000) 85 Cal.App.4th 1135, 1150 ["the merits of the underlying class claims are not a basis for upsetting the settlement of a class action; the operative word is 'settlement.'"].) The relevant circumstances include the strengths and weaknesses of plaintiffs' claims and the risks they faced in litigation. (*7-Eleven*, 85 Cal.App.4th at p. 1146.)

Here, 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., ¶¶ 17-29.) 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.*) 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* (2010) 186 Cal.App.4th 399, 410.)

C. The Amount Offered in Settlement

The Settlement provides a $325,000.00 Gross Settlement Amount ("GSA") to be distributed among the 90 Class Members who did not opt out as of the date of this filing. (Tran

Decl., ¶¶ 14-15.) The GSA will be used to pay Class Counsel's attorneys' fees and costs, Plaintiffs' enhancement awards, and Apex Class Action, LLC ("APEX") for its administration of the Class Notice and settlement funds. (*Id*. at ¶ 15.) The Settlement also allocates $10,000.00 from the GSA to civil penalties under PAGA. (*See* Settlement, §§ 1.34, 3.2.5, 3.2.5.1.; *see also* Tran Decl., ¶ 15.) After all deductions are made, the Net Settlement Amount will be $170,155.80, which will be distributed to Participating Class Members according to the number of weeks they worked for Defendant during the Class Period. (*See* Settlement, § 3.2.4; Tran Decl., ¶¶ 14, 15.)

The Settlement Administrator has calculated a total of 8,096.47 workweeks in the Class Period. (Tran Decl., ¶ 15.) As a result, the average recovery for Participating Class Members is $1,890.62, with the highest payout estimated at $6,055.56. (*Id*. at ¶ 16.) Weighing the potential value of the class claims against the risk and expense of trial, the Settlement provides sufficient relief in light of the potential risks associated with seeking a class judgment.

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

Class Counsel sufficiently investigated the alleged claims, applicable law, and potential defenses. (*See* Fattahi MPA Decl., ¶¶ 16-17.) Specifically, Class Counsel assessed the value of the claims using data and documents provided by Defendant in informal discovery, which included policy documents and timekeeping and payroll records. (*See id*.) Following a complete analysis of this information, the Parties attended mediation on June 12, 2024 with an experienced mediator. (*Id*. at ¶ 7.) The Parties were able to reach an agreement and spent a considerable amount of time negotiating the terms of the Settlement. (*See id*. at ¶ 8.)

E. The Experience and Views of Counsel

Plaintiffs are represented by Wilshire Law Firm, PLC. (Declaration of Arrash T. Fattahi in Support of Motion for Final Approval of Class Action and PAGA Settlement ["Fattahi MFA Decl."], ¶ 2.) Class Counsel prosecute wage and hour cases, including class and representative actions. (*Id*. at ¶¶ 3-4.) Class Counsel has litigated many wage and hour cases and have successfully resolved cases involving similar issues presented in this matter. (*Id*. at ¶¶ 4-13.) Class Counsel has negotiated a settlement here that they believe is fair, reasonable, and adequate based on their prior experience litigating these types of cases. (*Id.* at ¶ 20.)

F. The Presence of a Government Participant

The LWDA has received the required notice of this Settlement. (Fattahi MFA Decl., ¶ 21.) On September 22, 2023, Plaintiff Miller provided notice to the LWDA of his intention to file a PAGA claim. (Fattahi MPA Decl., ¶ 4.) The Settlement provides for the payment of $10,000.00 in civil penalties, 75% of which ($7,500.00) will be paid to the LWDA, and 25% of which ($2,500.00) will be paid to PAGA Members based on the number of pay periods worked during the PAGA Period. (*See* Tran Decl., ¶¶ 15, 17; *see also* Settlement, §§ 1.34, 3.2.5, 3.2.5.1.) Plaintiff submitted a copy of the Class Action and PAGA Settlement Agreement and Class Notice to the LWDA. (Fattahi MPA Decl., ¶ 10.) The LWDA has not responded to or objected to the Settlement. (Fattahi MFA Decl., ¶ 21.)

G. The Reaction of Class Members to the Proposed Settlement

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

When the Court granted preliminary approval, it also approved the method of providing notice to Class Members. Following a search of the National Change of Address database, APEX mailed a Class Notice to all Class Members on August 7, 2025, and a corrected Class Notice to all Class Members on December 19, 2025. (Tran Decl., ¶¶ 6-10.) The Class Notice informed Class Members of the terms of the Settlement, the amount of their individual settlements and how those amounts were calculated, their right to either participate in the Settlement, opt out of it, object to it, or dispute the amount of their individual settlement payment, the procedures and deadlines to submit an opt out, objection, or dispute, and the date, time, and place of the hearing on Plaintiffs' Motion for Final Approval and instructions to be heard at the hearing. (*Id.* at ¶ 8, Exhibit B.) Here, in response to the Class Notice, none of the Class Members opted out and none objected as of the date of the filing of this Motion. (*Id.* at ¶¶ 11-13.) Class Members' favorable response to the Settlement further supports final approval.

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

There are two primary methods of determining a reasonable attorney fee in the context of class action litigation. (*Laffitte v. Robert Half Int'l, Inc.* (2016) 1 Cal.5th 480, 489.) 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 calculation methods. (*Id.* at p. 504.) Trial courts also have the discretion to blend the two 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 p. 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 p. 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 (not more than 1/3 of the GSA) is consistent with the average fee award in class actions. (*See*, *e.g.*, *Roos v. Honeywell Int'l, Inc.* (2015) 241 Cal.App.4th 1472 [fee award of 37.5% was not an abuse of discretion], disapproved of on other grounds by *Hernandez v. Restoration Hardware, Inc.* (2018) 4 Cal.5th 260, 287; *Wren v. RGIS Inventory Specialists*, No. C–06–05778 JCS, 2011 WL 1230826, at *29 (N.D. Cal. Apr. 1, 2011) [approving fee award of 42%]; *Singer v. Becton Dickinson and Co.*, No. 08–CV–821–IEG, 2010 WL 2196104, at *8 (S.D. Cal. June 1, 2010) [approving fee award of one-third and noting that the typical fees awarded in wage and hour class action cases ranges from 33.33% to 40%].) Therefore, the percentage-of-recovery method should be utilized to approve the requested fee.

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

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

Generally, "[m]ultipliers can range from 2 to 4 or even higher." (*Wershba, supra,* 91 Cal.App.4th at p. 255; *see also Sutter Health Uninsured Pricing Cases* (2009) 171 Cal.App.4th 495, 512 [applying a 2.52 multiplier on a cross-check in an antitrust class action]; *Chavez v. Netflix, Inc.* (2008) 162 Cal.App.4th 43, 60 [applying a 2.5 multiplier on a lodestar cross-check]; *Vizcaino v. Microsoft Corp.* (9th Cir. 2002) 290 F.3d 1043, 1051 n.6 ["most" common fund cases apply a multiplier of 1.0-4.0]; *Laffitte v. Robert Half Int'l* (2014) 231 Cal.App.4th 860, 881-82 [affirming a 2.13 multiplier after finding that "2 to 4" is a reasonable range for multipliers on a cross-check].) Here, the application of a modest 1.18 multiplier supports Class Counsel's fee request of $108,333.33. (Fattahi MFA Decl., ¶ 18.)

The risk factors present in this case favor the application of a 1.18 multiplier. (Fattahi

MFA Decl., ¶ 17.) To begin, Class Counsel has singularly assumed the risk and costs of litigation purely on a contingency basis. (*Id.*) And, while Plaintiffs are confident in the merits of their claims, a legitimate controversy exists as to each cause of action, posing an actual risk that Plaintiffs may not succeed at class certification and/or trial. (*Id.*; *see* Fattahi MPA Decl., ¶¶ 26-27.) 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. (Fattahi MFA Decl., ¶ 18.) 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.*) Moreover, Class Counsel's hourly rates are comparable to those charged by other class action counsel. Class Counsel spent 125.1 hours prosecuting this action, which was divided among the attorneys working on this case according to skill level. (*Id.* at ¶¶ 17-18.) Multiplying the total hours expended by Class Counsel by their reasonable hourly rates yields a lodestar of $91,660.00. (*Id.* at ¶ 17.) The hours expended by each attorney were reasonable and not duplicative and reflect the extensive investigation and analysis that was required to achieve this Settlement. (*Id.* at ¶ 18.)

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. Class Counsel's fee request is fair and reasonable and should be approved.

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

The Settlement permits Class Counsel to seek reimbursement of litigation costs in an amount up to $25,000.00. The actual costs incurred are $16,795.87 with future costs of $300.00 for a total of $17,095.87, which does not exceed the maximum amount allocated for litigation costs in the Settlement; as such, the remaining $7,904.13 will revert to and increase the Net Settlement Amount. (Fattahi MFA Decl., ¶ 19, **Exhibit 5**.) These costs were reasonable and necessary to prosecute this case and obtain the results achieved. (*Id.*)

V. THE REQUESTED INCENTIVE AWARDS ARE REASONABLE AND SHOULD BE APPROVED

Plaintiffs also request that they be awarded an enhancement award of $7,500.00 for Plaintiff Miller and $5,000.00 for Plaintiff Amato for their roles in obtaining the Settlement. In evaluating a service payment, the Court may consider: "(1) the risk, both financial and otherwise, the class representative faced in bringing the suit; (2) the notoriety and personal difficulties encountered by the class representative; (3) the amount of time and effort spent by the class representative; (4) the duration of the litigation; and (5) the personal benefit received by the class representative as a result of the litigation." (*Golba v. Dick's Sporting Goods, Inc.* (2015) 238 Cal.App.4th 1251, 1272; *Clark v. American Residential Services, LLC* (2009) 175 Cal.App.4th 785, 804.)

Here, Plaintiffs provided declarations in support of Plaintiffs' Motion for Preliminary Approval of Class Action Settlement detailing the risks they faced in bringing the suit, the notoriety and personal difficulties they encountered, the amount of time and effort they spent on this litigation, the duration of this litigation, and the personal benefit they will receive as a result of the litigation. (*See generally,* Declaration of Plaintiff Michael Miller in Support of Plaintiffs' Motion for Preliminary Approval of Class Action Settlement; Declaration of Plaintiff John Amato in Support of Plaintiffs' Motion for Preliminary Approval of Class Action Settlement, filed on February 28, 2025.) Plaintiffs should be adequately compensated for their roles in obtaining this Settlement.

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

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

The Parties agreed to hire APEX as the Settlement Administrator in this case and the Court approved this choice at preliminary approval. The Settlement Administrator was responsible for, *inter alia*, updating Class Members' mailing addresses, mailing the Class Notice to each Class Member, responding to Class Member questions, and providing a declaration as to the results of the mailing. (*See* Tran Decl., ¶ 3.) Following final approval, APEX's duties will continue in order to calculate and to mail the settlement payments to Class Members, disburse other payments as ordered by the Court, and perform such other duties described in the Settlement. (*Id.*) The requested amount of $6,915.00 for services rendered and to be rendered is therefore fair and reasonable.

VII. CONCLUSION

Based on the foregoing, Class Counsel respectfully requests that the Court grant final approval of the Class Action and PAGA Settlement, approve Class Counsel attorneys' fees in the amount of $108,333.33 and reimbursement of litigation costs in the amount of $17,095.87, an enhancement award of $7,500.00 for Plaintiff Miller, an enhancement award of $5,000.00 for Plaintiff Amato, civil penalties under PAGA in the amount of $10,000.00, and $6,915.00 to APEX for its settlement administration expenses.

Dated: March 11, 2026

WILSHIRE LAW FIRM

By: ______________________________

Arrash T. Fattahi
Arman A. Salehi
Emily K. Borman

Attorneys for Plaintiffs