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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF RIVERSIDE**

SANDI ORTIZ CUEVAS and MARIA L.
YANEZ ZEPEDA, individually, on behalf of all
others similarly situated, and on behalf of the
State of California and other aggrieved persons;
JOSE LUIS RAMIREZ, individually, and on
behalf of all others similarly situated,

Plaintiffs,

v.

TMI AUTOMOTIVE PRODUCTS INC., a
California corporation; TMI PRODUCTS,
INC., a California corporation; IPC IMPORT
PARTS CONNECTION INC., A California
corporation; and DOES 1 through 10,
inclusive,

Defendants.

Case No.: CVRI2304340

*[Assigned for all purposes to the Hon.
Harold W. Hopp, Dept. 1]*

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

Final Approval Hearing:

Date: August 14, 2026

Time: 8:30 a.m.

Dept.: 1

Complaint filed: August 21, 2023

Trial date: None set

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1 **TO THE HONORABLE COURT AND ALL PARTIES AND THEIR ATTORNEYS OF**
2 **RECORD:**

3 **PLEASE TAKE NOTICE** that on August 14, 2026, at 8:30 a.m., or as soon thereafter
4 as the matter may be heard in Department 1 of the Superior Court of California, County of
5 Riverside, located at the Riverside Historic Courthouse, 4050 Main Street, Riverside, CA 92501,
6 Plaintiffs Sandi Ortiz Cuevas, Jose Luis Ramirez, and Maria Yanez Zepeda (“Plaintiffs”) will
7 and hereby do move this Court for an Order:

- 8 1. Granting final approval of the proposed Settlement Agreement;
- 9 2. Awarding Class Counsel attorneys’ fees in the amount of \$180,666.67 and
10 reimbursement of litigation costs in the amount of \$26,697.00;
- 11 3. Awarding each Plaintiff a Class Representative Service Payment in the amount of
12 \$7,500;
- 13 4. Awarding \$6,990 to Apex Class Action, LLC for settlement administration expenses;
14 and
- 15 5. Approving payment of \$20,000 for civil penalties under the Private Attorneys General
16 Act (“PAGA”), Lab. Code § 2698, *et seq.*, allocated 75% to the Labor and Workforce
17 Development Agency (“LWDA”), and 25% to Aggrieved Employees based on the
18 number of pay periods worked during the PAGA Period.

19 This Motion is based on this Notice of Motion, Memorandum of Points and Authorities,
20 the Declarations of John G. Yslas, Alexandra Rose, David, Alami, and Madely Nava, and on all
21 records and documents on file, together with such oral and documentary evidence that may be
22 presented at the hearing on this matter.

23 Dated: July 21, 2026

WILSHIRE LAW FIRM, PLC

24 By: 
25 John G. Yslas
26 Arrash T. Fattahi
27 Arman A Salehi
28 Alan A Wilcox
Karen L. Wallace

Attorneys for Plaintiffs

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I. INTRODUCTION

Plaintiffs Sandi Ortiz Cuevas, Jose Luis Ramirez, and Maria Yanez Zepeda (“Plaintiffs”) seek final approval of a non-reversionary Gross Settlement Amount of \$542,000. The product of diligent efforts and adversarial, arm’s length negotiations, the proposed Settlement is a great result 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.

The Settlement Agreement (“Agreement”) provides for the following payments from the Gross Settlement Amount:

1. Attorneys’ fees up to one third (1/3) of the Gross Settlement Amount;
2. Litigation costs up to \$45,000;
3. Class Representative Service Payments up to \$7,500 to each Plaintiff (\$22,500 total)
4. Settlement administration expenses up to \$6,990; and
5. Civil penalties in the amount of \$20,000 for claims under the Private Attorneys General Act (“PAGA”), Lab. Code § 2698, *et seq.*, allocated 75% (\$15,000) to the California Labor and Workforce Development Agency (“LWDA), and 25% (\$5,000) to Aggrieved Employees based on the number of PAGA Pay Periods (“PAGA Penalties”). *See* Agreement § 3; *see also* Declaration of Madely Nava (“Nava Decl.”) ¶ 15.

After all deductions are made, the remaining Net Settlement Amount will be distributed to 147 Participating Class Members based on the number of workweeks worked during the Class Period. Nava Decl. ¶ 14.

As of the time of filing, no objections to or requests for exclusion from the Settlement have been received. *Id.* ¶¶ 10-14. The highest estimated Individual Class Payment is \$4,688.37, and the lowest is \$8.33, with an average estimated average Individual Class Payment of \$1,939.77 to Participating Class Members. *Id.* ¶ 16. The highest estimated Individual PAGA Payment is \$94.84, and the lowest is \$2.79, will receive an estimated average Individual PAGA Payment of \$60.24 to Aggrieved Employees. *Id.* ¶ 17.

Given the favorable response from the Class, based on the facts and law set forth below

1 and in the Motion for Preliminary Approval, Plaintiffs respectfully request that the Court now
2 enter an Order: 1) granting final approval of the Settlement; 2) entering final judgment; 3)
3 requiring distribution of Individual Class Payments to Participating Class Members; and 4)
4 approving payments for Class Counsel Fees, Class Counsel Litigation Expenses, Class
5 Representative Service Payments, Administration Expenses, and PAGA Penalties.

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

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

14 The Settlement satisfies all these criteria.

15 **A. A Presumption of Fairness Exists**

16 A presumption of fairness exists where 1) the settlement is reached through arm’s length
17 bargaining, 2) investigation is sufficient to allow counsel and the court to act intelligently, 3)
18 counsel is experienced in similar litigation, and 4) the percentage of objectors is small. *Id.* at
19 1802.

20 At preliminary approval, Plaintiffs presented evidence that this Settlement was reached
21 through arm’s length bargaining with the assistance of an experienced mediator. *See* Declaration
22 of Arrash T. Fattahi in Support of Motion for Preliminary Approval of Class Action and PAGA
23 Settlement, filed December 29, 2025 (“Fattahi MPA Decl.”) ¶ 7. Plaintiffs also presented
24 evidence of a thorough investigation, including through informal discovery and analysis of
25 Class Members’ time data and payroll records and Defendant’s relevant policy documents,
26 sufficient to allow counsel and the Court to act intelligently. *Id.* ¶¶ 13-26. Class Counsel
27 presented evidence of their extensive experience in similar complex litigation. *Id.* ¶¶ 37-47. And
28 finally, as of the filing of this Motion, no opt outs, objections, or workweek disputes have been

received. Nava Decl. ¶¶ 10-14. Accordingly, the Settlement is entitled to a presumption of fairness.

B. The Risks of Further Litigation

The test for approval of a class action settlement “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.’”). Relevant circumstances include the strengths and weaknesses of the plaintiffs’ claims and the risks they faced in litigation. *7-Eleven*, 85 Cal.App.4th at 1146.

Here, for purposes of preliminary approval, Plaintiffs presented information regarding the composition of the Class and the estimated maximum and realistic values of each of alleged claim balanced against the risks of further litigation based on the strengths of each claim in light of the defenses asserted. *See Fattahi MPA Decl.* ¶¶ 14, 16-22. Maximum valuations were discounted based on factors including the likelihood of certifying a class, decertification if Plaintiffs prevailed, and prevailing on the merits at trial. *Id.* ¶¶ 16-24. Plaintiffs submit that the factual record is sufficiently developed to allow the Court to conclude “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).

C. The Amount Offered in Settlement

The Settlement provides for a Gross Settlement Amount (“GSA”) of \$542,000, from which the Administrator will pay Class Counsel’s fees and litigation costs, Class Representative Service Payments, Administration Expenses incurred by Apex Class Action, LLC (“Apex” or “Administrator”) for its administration of the Class Notice and settlement funds, and PAGA Penalties in the amount of \$20,000, allocated 75% to the LWDA and 25% to Aggrieved

Employees. Nava Decl. ¶ 15; *see also* Agreement § 3.3.1.2. The remaining Net Settlement Amount, estimated at \$285,146.33, will be distributed on a pro rata basis to 147 Participating Class Members according to the number of Workweeks they worked for Defendant in California during the Class Period. *Id.* ¶¶ 14, 15; *see also* Agreement at §§ 1.26, 1.32, 3.3.

Having reviewed the Class Data produced by Defendant, the Administrator confirmed a total of 19,523.20 Workweeks worked by Class Members. Nava Decl. ¶ 15. Accordingly, the estimated average Individual Class Payment for Participating Class Members is \$1,939.77 (Sec. I, *supra*). *Id.* ¶ 16. Weighing the potential value of the class claims against the risk and expense of further litigation through trial, the Settlement provides substantial relief. *See, e.g.*, Fattahi MPA Decl. ¶ 22.

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

Class Counsel’s investigation of the alleged claims, applicable law, and potential defenses was sufficient to allow Class Counsel to act intelligently. *See* Fattahi MPA Decl. ¶¶ 5, 6, 13-15, 24. Specifically, Class Counsel assessed the value of the claims using data and documents provided by Defendant in informal discovery, including policy documents and timekeeping and payroll records. *Id.* Following Class Counsel’s analysis of all available information, the Parties attended mediation on March 21, 2025, with Christopher M. Barnes, Esq., an experienced class action mediator. *Id.* ¶ 7. Extensive adversarial arm’s length negotiations resulted in the Settlement, memorialized in the Agreement that was fully executed on December 11, 2025. *Id.* ¶ 8, Ex. 3.

E. The Experience and Views of Counsel

Plaintiffs are represented by Wilshire Law Firm, PLC, Blackstone Law APC, and Torus LLP. *See* Declaration of John G. Yslas in Support of Motion for Final Approval of Class Action and PAGA Settlement (“Yslas MFA Decl.”) ¶ 3; Declaration of Alexandra Rose (“Rose MFA Decl.”) ¶ 1; Declaration of David Alami (“Alami Decl.”) ¶¶ 1, 8. Class Counsel regularly prosecute wage and hour cases, including class and representative actions and has successfully resolved many cases involving claims like those at issue here. Yslas MFA Decl. ¶¶ 4-17; Rose Decl. ¶¶ 14-15; Alami Decl. ¶¶ 3-8. In the instant matter, Class Counsel have negotiated a

1 settlement that they believe is fair, reasonable, and adequate based on their extensive experience
2 in this practice area. Yslas MFA Decl. ¶ 24.

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

4 The Settlement provides for \$20,000 in civil penalties to cover PAGA claims, allocated
5 75% (\$15,000) to the LWDA, and 25% (\$5,000) to Aggrieved Employees based on the number
6 of pay periods worked during the PAGA Period. *See* Nava Decl. ¶ 16; *see also* Agreement at §§
7 1.40, 3.3.1.2. On December 29, 2025, the LWDA was provided notice of this Settlement and a
8 copy of the Agreement. Fattahi MPA Decl. ¶ 9, Ex. 4. To date, the LWDA has not responded or
9 objected to the Settlement. Yslas MFA Decl. ¶ 25.

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

11 A court may infer that a class action settlement is fair, reasonable, and adequate when
12 few class members object to or opt out of it. *Lealo v. Beneficial California, Inc.*, 82 Cal.App.4th
13 19, 51 (2000).

14 When it granted preliminary approval in the instant matter, the Court also approved the
15 method of providing notice to Class Members. Following a search of the National Change of
16 Address database, Apex mailed the Class Notice to all Class Members on April 30, 2026. Nava
17 Decl. ¶ 7. The Class Notice informed Class Members of the terms of the Settlement, the amount
18 of their Individual Class Payments and/or Individual PAGA Payments and how those amounts
19 were calculated, their right to participate in, opt out of, or object to the Settlement or dispute
20 the amount of their Individual Class and/or PAGA Payments, the procedures and deadlines to
21 submit an opt out, objection, or dispute, and the date, time, and place of the hearing on Plaintiffs’
22 Motion for Final Approval and instructions to be heard at the hearing. *Id.* ¶ 4, Ex. A. To date,
23 in response to the Class Notice, Apex has received no requests for exclusion, no objections, and
24 no disputes from Class Members. *Id.* ¶¶ 11-13.

25 Class Members’ reaction to the Settlement has been overwhelmingly favorable, with no
26 opt outs, objections, or workweek disputes received to date, which further supports final
27 approval. *Id.*

28 **III. THE REQUEST FOR CLASS COUNSEL FEES IS REASONABLE**

Attorneys' fees in class action litigation are usually determined by two (2) primary methods. *Laffitte v. Robert Half Int'l, Inc.*, 1 Cal.5th 480, 489 (2016). "Percentage-of-recovery" calculates the fee as a percentage of a common fund recovered on behalf of the class. *Id.* "Lodestar" calculates the fee by multiplying the number of hours reasonably expended by counsel by a reasonable hourly rate, which amount may be adjusted based on other factors. *Id.* In *Laffitte*, the California Supreme Court held that trial courts have discretion to choose between the methods. *Id.* at 504. Courts also have discretion to blend the methods, using one to "cross-check" the reasonableness of the other, though 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 percentage-of-recovery method is intended to "spread the attorney fee among all the beneficiaries of the fund." *Id.* at 503. The California Supreme Court recognized that percentage-of-recovery 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 percentage-of-recovery method should be used to approve the requested attorneys' fees here, as Class Counsel's requested fee award of one third (1/3) of the GSA (\$180,666.67) 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 *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%).

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

Although *Laffitte* makes clear that a lodestar cross-check is not required, Class Counsel's

1 lodestar supports the reasonableness of the requested fees. The lodestar is determined by
2 multiplying the number of hours reasonably expended by a reasonable hourly rate. *PLCM*
3 *Group, Inc. v. Drexler*, 22 Cal.4th 1084, 1095 (2000). The lodestar may then be adjusted, based
4 on factors specific to the case, to fix the fee at fair market value for the legal services provided.
5 *Id.* Such factors include “the nature of the litigation, its difficulty, the amount involved, the skill
6 required in its handling, the skill employed, the attention given, the success or failure, and other
7 circumstances in the case.” *Melnyk v. Robledo*, 64 Cal.App.3d 618, 623-624 (1976) (citations
8 omitted). Courts also use “multipliers” to account for the risk of taking on cases where there is
9 no guarantee of recovery, uncertainty as to the amount that can be recovered, uncertainty as to
10 the cost of litigating the case (both in effort and expenses), and uncertainty about how long
11 before the recovery can be obtained. *Ketchum v. Moses*, 24 Cal.4th 1122, 1132-33 (2001); *see*
12 *also Serrano v. Priest*, 20 Cal. 3d 25, 48-49 (1977) (approving the adjustment of the lodestar
13 figure based on factors specific to the case to ensure fair market value for legal services provided
14 on a contingency basis). Multipliers are particularly appropriate where the case is brought to
15 redress important rights of vulnerable persons. *Ketchum*, 24 Cal.4th at 1133.

16 Generally, “[m]ultipliers can range from 2 to 4 or even higher.” *Wershba*, 91 Cal.App.4th
17 at 255 (2001); *see also Sutter Health Uninsured Pricing Cases*, 171 Cal. App. 4th 495, 512
18 (2009) (applying a 2.52 multiplier on a cross-check in an antitrust class action); *Chavez v.*
19 *Netflix, Inc.*, 162 Cal. App. 4th 43, 60 (2008) (applying a 2.5 multiplier on a lodestar cross-
20 check); *Vizcaino v. Microsoft Corp.*, 290 F.3d 1043, 1051 n.6 (9th Cir. 2002) (“most” common
21 fund cases apply a multiplier of 1.0-4.0); *Laffitte v. Robert Half Internat. Inc.*, 180 Cal. Rptr.
22 3d 136, 151 (Ct. App. 2014), *as modified* (Nov. 21, 2014), *review granted and opinion*
23 *superseded sub nom. Laffitte v. Robert Half Int’l*, 342 P.3d 1232 (Cal. 2015), *and aff’d*, 1 Cal.
24 5th 480, 376 P.3d 672 (2016) (affirming a 2.13 multiplier after finding that “[m]ultipliers can
25 range from 2 to 4 or even higher.”) (citation omitted).

26 The total hours expended on this action by Class Counsel were reasonable and in line
27 with comparable cases. While it is not necessary here to substantiate the fee award with a
28 lodestar, it should be noted that Class Counsel spent approximately 566.8 hours prosecuting the

1 Action, which were divided among the attorneys at each firm working on this case according to
2 skill level. Yslas MFA Decl. ¶¶ 20-22. Multiplying the total hours expended by Class Counsel
3 by their reasonable hourly rates yields a lodestar of \$454,852.15. *Id.*; *see also* Rose Decl. ¶ 16;
4 Alami Decl. ¶¶ 17, 18. This amount surpasses the requested fee award of \$180,666.67, resulting
5 in a negative multiplier of approximately 2.52. Yslas MFA Decl. ¶ 23. This amount does not
6 include the time Class Counsel will spend at the Final Approval Hearing and assisting the
7 Administrator following final approval. *Id.* Class Counsel dedicated significant resources to this
8 case by dividing the tasks required according to skill level. *Id.* The hours expended by each
9 attorney were not duplicative and reflect the extensive investigation and analysis that was
10 required to achieve this Settlement. This time could have been spent on other potentially
11 lucrative cases. Class Counsel's lodestar reflects the efficiencies achieved by attorneys
12 experienced in this field. Moreover, Class Counsel has singularly assumed the risk and costs of
13 litigation purely on a contingency basis. *Id.* In addition, while Plaintiffs are confident in the
14 merits of their claims, a legitimate controversy exists as to each cause of action, posing an actual
15 risk that Plaintiffs may not prevail at class certification and/or trial. Any of these obstacles could
16 have prevented recovery completely, meaning Class Counsel would have been left without
17 compensation for the time and money invested in litigating this case. Despite these risks, Class
18 Counsel took this case on a contingency basis so that Class Members (a particularly vulnerable
19 group of hourly paid workers) could be compensated for their unpaid wages. Consequently,
20 Class Counsel was precluded from focusing on, or taking on, other cases that could have resulted
21 in a larger, and less risky, monetary gain. *Id.*

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

24 Class Counsel's hourly rates are comparable to those charged by other class action
25 plaintiffs' counsel and the firms defending class actions. Yslas MFA Decl. ¶¶ 15, 16; Alami Decl.
26 ¶ 8. Class Counsel's rates are well within the range of hourly rates reasonable in the Los Angeles
27 legal marketplace for similar legal services achieving similar results. *Id.* For example, in
28 *Bronshteyn v. State of California*, Los Angeles County Superior Ct. No. 19SMCV00057, Order

1 Granting Plaintiff's Motion for Statutory Attorneys' Fees and Costs filed March 30, 2023, an
2 employment action brought by two small law firms (Levy, Vinick, Burrell & Hyams LLP and Law
3 Offices of Wendy Musell), the court found that counsel's 2022 hourly rates of \$1,100 and \$1,000
4 per hour were reasonable for the plaintiff's five senior attorneys, including \$1,000 per hour for the
5 plaintiff's 23-year lead counsel and \$850 per hour for a senior associate. *Id.* These rates were then
6 augmented by a 1.75 lodestar multiplier and affirmed by the California Court of Appeals. *Id.* The
7 rates (and multiplier) requested here are well in line with those found reasonable in *Bronshteyn*. In
8 *Tran v. Golden State FC LLC, et al.* (LASC Case No. BC699931), Fee Order filed 4/8/2022, the
9 court found hourly rates of \$1,300 per hour reasonable for plaintiff's 32-year attorney and \$1,000
10 per hour reasonable for a 14-year attorney. *Id.* The negative multiplier here is even more
11 compelling given Class Counsel represents approximately 147 Class Members. Yslas Decl. ¶ 15.

12 Class Counsel has also been approved as class counsel by courts in California. Yslas MFA
13 Decl. ¶ 16. *See, e.g., Matthew Veliz v. DrinkPak, LLC*, Los Angeles County Superior Court, Case
14 No. 22STCV37384, *Ismael Villegas-Sanchez v. COE Orchard Equipment, Inc.*, Sutter County
15 Superior Court, Case No. CVCS22-0002261; *Jessica Bronsal v. PTI Technologies Inc.*, Ventura
16 County Superior Court, Case No. 202200570361CUOE; *Miguel A. Vigil Ruiz v. The De Ruosi*
17 *Group, LLC*, San Joaquin County Superior Court, Case No. STK-CV-UOE-2022-8780; *Gutierrez*
18 *v. Top Drawer Merch, LLC et al*, Los Angeles County Superior Court, Case No. 23STCV04299;
19 *Wing v. Road Machinery, LLC et al*, Kern County Superior Court, Case No. BCV-22-102896;
20 *Hernandez v. SGPS Showrig Los Angeles, Inc.*, Los Angeles County Superior Court, Case No.
21 22STCV28155; *Azevedo v. Tulare Nursing & Rehabilitation Hospital, Inc.*, Tulare County
22 Superior Court, Case No. VCU293325; *Haser v. Universal Chain of California, Inc.*, Sacramento
23 County Superior Court, Case No. 34-2022-00332268; *Caldera v. Performance Online, Inc. et al*,
24 Riverside County Superior Court, Case No. CVRI2306013; *Goosby v. CiminoCare, Inc.*,
25 Sacramento County Superior Court, Case No. 34-2022-00329033; *Rooks v. Hot Cakes Restaurant*
26 *Group, Inc.*, San Joaquin County Superior Court, Case No. STK-CV-UOE-2022-11056; *Garcia v.*
27 *Compassionate Heart*, Orange County Superior Court, Case No. 30-2022-01294409-CU-OE-
28 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 Class Counsel 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. ¶ 17. *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 v. Sunny Hills Management Co., Inc.*, Los Angeles County Superior Court, Case No. 23STCV02109 (WLF's rates were approved as follows: John G. Yslas (\$1,500.00), Samantha A. Smith (\$1,000.00), Jeffrey C. Bils (\$850.00), Diego Aviles (\$750.00), Courtney M. Miller (\$650.00), Aram Boyadjian (\$600.00), Harry Erganyan (\$600.00), Mariam Nazaretyan (\$550.00), Lisa B. Iturriaga (\$550.00), and Andrew Sandoval (\$500.00)); *Kayla Kurses v. Khanna Enterprises, Ltd. dba Sheraton Agoura Hills*, Los Angeles County Superior Court, Case No. 24STCV01590 (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)); *Thora Magney et al. v. Levi Strauss & Co., et al.*, Los Angeles County Superior Court, Case No. 24STCV02320

(WLF's rates were approved as follows: John G. Yslas (\$1,500.00), Samantha A. Smith (\$1,000.00), Jeffrey C. Bills (\$850.00), Fawn F. Bekam (\$800.00), Aram Boyadjian (\$600.00), Lisa B. Iturriaga (\$550.00), and Andrew Sandoval (\$500.00)); *Armando Muniz, et al. v. Lot LLC, dba Lot Management LLC (fka Red Cow, Inc.) et. al.*, Los Angeles County Superior Court, Case No. 22STCV32901 (WLF's rates were approved as follows: John G. Yslas (\$1,500.00), Samantha A. Smith (\$1,000.00), Jeffrey C. Bills (\$850.00), Diego Aviles (\$750.00), Aram Boyadjian (\$600.00), Harry Erganyan (\$600.00), Mariam Nazaretyan (\$550.00), Lisa B. Iturriaga (\$550.00), and Andrew Sandoval (\$500.00)); *George Munoz v. Century West, LLC dba Century West BMW*, Los Angeles County Superior Court, Case No. 23STCV04247 (WLF's rates were approved as follows: John G. Yslas (\$1,500.00), Samantha A. Smith (\$1,000.00), Jeffrey C. Bills (\$850.00), Aram Boyadjian (\$600.00), Lisa B. Iturriaga (\$550.00), and Andrew Sandoval (\$500.00)); *Ivan S. Martinez II et. al. v. The Haar Company, et. al.*, Los Angeles County Superior Court, Case No. 23STCV21651 (WLF's rates were approved as follows: John G. Yslas (\$1,500.00), Samantha A. Smith (\$1,000.00), Jeffrey C. Bills (\$850.00), Diego Aviles (\$750.00), Aram Boyadjian (\$600.00), Harry Erganyan (\$600.00), Mariam Nazaretyan (\$550.00), Lisa B. Iturriaga (\$550.00), and Andrew Sandoval (\$500.00)). *Id.*

Likewise, Class Counsel's hourly rates are reasonable when compared to rates charged within the relevant legal marketplace. *Id.* ¶¶ 15, 18, Ex. 1. 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 \$180,666.67 fee request.

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

The Settlement permits Class Counsel to seek reimbursement of litigation costs in an amount up to \$45,000. The actual costs incurred are \$26,697.00, therefore Class Counsel is seeking reimbursement of less than the \$45,000 requested. Yslas MFA Decl. ¶ 23, Ex. 3. Since Class Counsel's costs do not meet the maximum, the remaining \$18,303.00 will revert to the

1 Net Settlement Amount. *Id.* These costs were reasonable and necessary to prosecute this case
2 and obtain the results achieved. *Id.*

3 **V. THE REQUESTED CLASS REPRESENTATIVE SERVICE PAYMENTS ARE**
4 **REASONABLE AND SHOULD BE APPROVED**

5 Plaintiffs also request that they each be awarded a Class Representative Service payment
6 of \$7,500 for their roles in obtaining the Settlement. In evaluating a service award, the Court
7 may consider: “(1) the risk, both financial and otherwise, the class representative faced in
8 bringing the suit; (2) the notoriety and personal difficulties encountered by the class
9 representative; (3) the amount of time and effort spent by the class representative; (4) the
10 duration of the litigation; and (5) the personal benefit received by the class representative as a
11 result of the litigation.” *Golba v. Dick’s Sporting Goods, Inc.*, 238 Cal.App.4th 1251, 1272
12 (2015); *Clark v. American Residential Services, LLC*, 175 Cal.App.4th 785, 804 (2009).

13 Here, Plaintiffs provided declarations in support of Plaintiffs’ Motion for Preliminary
14 Approval detailing the risk they faced in bringing the suit, the notoriety and personal difficulties
15 they encountered, the amount of time and effort they spent on this litigation, the duration of this
16 litigation, and the personal benefit they will receive as a result of the litigation. *See generally*
17 Plaintiffs’ Declarations in Support of Plaintiffs’ Motion for Preliminary Approval of Class
18 Action and PAGA Settlement filed on December 29, 2025. Plaintiffs deserve adequate
19 compensation for their roles in obtaining in this Settlement on behalf of absent Class Members,
20 especially since no Class Member objected to the awards requested. Accordingly, the awards
21 are reasonable in light of the substantial benefits conferred upon the Class as a result of
22 Plaintiffs’ efforts.

23 **VI. SETTLEMENT ADMINISTRATION COSTS ARE REASONABLE AND SHOULD**
24 **BE APPROVED**

25 The Parties agreed to hire Apex as the Administrator in this case, which choice the Court
26 preliminarily approved. The Administrator was responsible for (a) printing and mailing the
27 “Court Approved Notice of Class Action and PAGA Settlement and Hearing Date for Final
28 Court Approval” in English and Spanish (“Class Notice”); (b) receiving and processing requests

1 for exclusion; (c) resolving Class Members' disputes over the number of Workweeks recorded
2 by Defendant during the Class Period and printed on their individualized Class Notices; (d)
3 calculating Individual Class Payments; (e) processing and mailing settlement checks; (f)
4 handling tax withholdings as required by the Settlement and the law; (g) preparing, issuing, and
5 filing tax returns and other applicable tax forms; (h) handling the distribution of any unclaimed
6 funds pursuant to the terms of the Settlement; and (i) performing other mutually agreed-upon
7 tasks and/or as ordered by the Court. Nava Decl. ¶ 3. The requested amount of \$6,990 for
8 services rendered and to be rendered is therefore fair and reasonable.

9 VII. CONCLUSION

10 Based on the foregoing, Class Counsel respectfully requests that the Court grant final
11 approval of the Class Action and PAGA Settlement, approve Class Counsel's attorneys' fees in
12 the amount of \$180,666.67 and reimbursement of litigation costs in the amount of \$26,697.00,
13 the Class Representative Service Payments in the amount of \$7,500 to each Plaintiff (\$22,500
14 total), PAGA Penalties in the amount of \$20,000, and Administration Expenses to Apex in the
15 amount of \$6,990.

16
17 Dated: July 21, 2026

WILSHIRE LAW FIRM, PLC

18
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