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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ALAMEDA

ISABELLE SANCHEZ, on behalf of herself and all others similarly situated,

Plaintiff,

v.

WASHINGTON TOWNSHIP MEDICAL FOUNDATION, a California Nonprofit Corporation; and DOES 1-50, inclusive.

Defendants.

CASE NO.: 23CV057120

Assigned to the Hon. Somnath Raj Chatterjee

PLAINTIFF'S NOTICE OF MOTION AND MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT

<u>HEARING INFO</u>

Date: September 2, 2026
Time: 2:30 p.m.
Dept.: 21
Reservation: 699766528662

TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE that on September 2, 2026, at 2:30 p.m., or as soon thereafter as the matter may be heard, in Department 21 of the Alameda County Superior Court, located at 1225 Fallon Street, Oakland, California 94612, before the Honorable Somnath Raj Chatterjee, Plaintiff Isabelle Sanchez, individually and on behalf of all others similarly situated, will and hereby does move the Court, pursuant to Code of Civil Procedure section 382, for entry of an Order granting final approval of the parties' Amended Class Action and PAGA Settlement Agreement (the "Settlement Agreement" or "Settlement"). The Court granted preliminary approval on February 24, 2026, and entered its written Order Granting Preliminary Approval of Class Action Settlement on March 30, 2026.

This Motion, which is supported and unopposed by Defendant Washington Township Medical Foundation ("Defendant"), seeks final approval of a $900,000 Settlement on behalf of the Settlement Class Members and entry of judgment.

Specifically, Plaintiff will and hereby does move the Court to grant final approval of the Settlement Agreement, and enter the Proposed Order and Final Judgment filed concurrently herewith:

1. Finally certifying the Settlement Class, as defined in the Settlement Agreement and the Court's Order Granting Preliminary Approval of the Class Action Settlement;

2. Finally appointing Plaintiff Isabelle Sanchez as the Class Representative for purposes of settlement;

3. Finally appointing Joshua Falakassa of Falakassa Law, P.C. and Mehrdad Bokhour of Bokhour Law Group, P.C. as Class Counsel for purposes of settlement;

4. Finding that the Class Notice was properly provided to the Settlement Class in accordance with the Court's Order Granting Preliminary Approval of Class Action Settlement;

5. Finally approving the Settlement as fair, adequate, and reasonable, based upon the terms set forth in the Settlement Agreement;

6. Binding Participating Class Members to the terms of the Settlement Agreement, including the Release specified therein; and

7. Retaining jurisdiction to enforce the Settlement Agreement.

This Motion is based upon this notice, the accompanying memorandum of points and authorities, the Declarations of Mehrdad Bokhour and Joshua Falakassa in Support of Final Approval of Class Action Settlement, the Declaration of Plaintiff Isabelle Sanchez in Support of the Plaintiff's Motion for Preliminary Approval of Class Action Settlement, and the Declaration of Mayra Gonzalez of Phoenix Settlement Administrators–all filed concurrently herewith; the records and files in this Action, and any other further evidence or argument that the Court may receive at or before the hearing.

Dated: August 7, 2026,

Respectfully submitted,
BOKHOUR LAW GROUP, P.C.
FALAKASSA LAW, P.C.

By: ______________________________
Mehrdad Bokhour, Esq.
Joshua Falakassa, Esq.
Attorneys for Plaintiff and the Putative Class

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I. INTRODUCTION

This motion seeks final approval of a wage and hour class action settlement between Plaintiff Isabelle Sanchez ("Plaintiff") and Defendant Washington Township Medical Foundation ("Defendant") (collectively, the "Parties") in the amount of $900,000 (the "Gross Settlement Amount") for the benefit of 457 individuals who are or were employed by Defendant as non-exempt hourly employees in California from December 8, 2019 through February 24, 2026 (the "Class Members" or the "Class"). Following only valid Request for Exclusion, 456 individuals will participate in the Settlement.

Plaintiff also represents a group of PAGA Members on behalf of the State of California as private attorney general pursuant to the California Labor Code Private Attorneys General Act of 2004 ("PAGA"). (Lab. Code, §§ 2698–2699.5.) The PAGA Members include any non-exempt hourly employee who works or worked for Defendant in California at any time from December 8, 2022, through February 24, 2026.

A true and correct copy of the Class Action and PAGA Settlement Agreement ("Settlement Agreement") is attached as **Exhibit B** to the concurrently filed Declaration of Mehrdad Bokhour in Support of Plaintiff's Motion for Final Approval of Class Action Settlement ("Bokhour Decl."). The Settlement Agreement, in its entirety, is incorporated herein by reference.

On February 24, 2026, the Court granted preliminary approval of the Settlement, and on March 30, 2026, the Court entered its written Order Granting Preliminary Approval of Class Action Settlement. Pursuant to that Order, on June 18, 2026, Phoenix Settlement Administrators (the "Settlement Administrator" or "Phoenix") mailed the Court-approved Class Notice to all 457 Class Members. (See Declaration of Mayra Gonzalez of Phoenix in Support of Motion for Final Approval of Class Action Settlement ("Gonzalez Decl."), paragraphs 3 through 15.)

A copy of the Class Notice is attached to the Gonzalez Decl. as **Exhibit A**.

II. PERTINENT BACKGROUND AND SETTLEMENT TERMS

Plaintiff and the Settlement Class Members include all current and former non-exempt, hourly employees of Defendant who worked in California at any time between December 8, 2019, and February 24, 2026 (Bokhour; ¶ 24)

Plaintiff's primary allegations were that Defendant (1) failed to pay all minimum and overtime owed due to their unlawful time rounding practices, and failure to properly calculate the "regular rate of pay," (2) failed to provide compliant meal and rest periods or pay compensation in lieu thereof at the "regular rate of pay", (3) failed to provide accurate itemized wage statements, (4) failed to provide timely pay upon separation of employment, and (5) claims for civil penalties under the PAGA arising from the alleged Labor Code violations. (*Id.*)

This was not an early settlement reached before meaningful litigation. The Parties heavily litigated the Action and engaged in extensive class certification discovery, including voluminous written discovery, the completed *Belaire West* notice and opt-out process, review and analysis of payroll, timekeeping, and policy records, and multiple depositions of key witnesses, including Plaintiff and Defendant's Persons Most Knowledgeable. Plaintiff retained a class certification expert, developed certification evidence and damages models, and was prepared to file her class certification motion. Defendant agreed to mediation only on the eve of that filing. This developed record allowed Class Counsel to evaluate certification, liability, and damages from an informed position and materially supports both final approval and the requested fees.

The Settlement Class includes 457 individuals who performed work in a non-exempt position for Defendant in California at any time during the Class Period. The following is a breakdown reflecting how the funds are allocated under the Settlement Agreement (Declaration of Mayra Gonzalez Regarding Notice and Settlement Administration ("Gonzalez Decl."), ¶ 13):

	Total Amount
Settlement Amount	$900,000
Attorneys' Fees (1/3)	$300,000
Litigation Costs	$64,626.29
Settlement Administrator Costs	$8,500.00
PAGA payment to LWDA (75% of $20k award)	$15,000.00
PAGA payment to PAGA Members	$5,000.00
Class Representative Service Payment	$15,000.00
Net Settlement Amount	**$491,873.71**

Settlement Class Members who did not opt-out of the Settlement in a timely manner will be deemed to participate in the Settlement and shall become Participating Class Members without having to submit a claim form or take any other action. Each Participating Class Member will receive a pro-rata share of the Net Settlement Amount according to the percentage of weeks he/she worked during the Class Period, such that the amount actually distributed to Participating Class Members will equal 100% of the Net Settlement Amount.

Assuming the Court approves all of the amounts in the Settlement, the average payment to each Participating Class Member is estimated to be approximately **$1,078.67,** and the highest payment is estimated to be approximately **$2,861.57**. (Gonzalez Decl. ¶ 14.)

Twenty percent (20%) will be allocated as wages, subject to applicable local, state, and federal tax withholdings; and eighty percent (80%) will be allocated as interest and as civil penalties (pursuant to, *e.g.*, California Labor Code Sections 203 and 226) from which no taxes will be withheld. The Settlement Agreement provides that Defendant will pay the Settlement Amount within 30 days after final approval. Within ten (10) days thereafter, the Settlement Administrator shall issue payments to cover all court-approved payments, including payments to the Participating Class Members.

The Settlement allocates $20,000 to resolve Plaintiff's PAGA claims, with 75%, or $15,000, payable to the LWDA and 25%, or $5,000, distributed to eligible PAGA Members in accordance with Labor Code section 2699. The Parties reached this allocation following extensive investigation, review of payroll and timekeeping data, evaluation of potential exposure, and arm's-length negotiations before an experienced mediator.

The Parties also considered the substantial litigation risks associated with the PAGA claims, including disputes regarding whether any Labor Code violations occurred, whether penalties could be established on a representative basis, whether penalties should be reduced under Labor Code section 2699(e)(2), and whether Plaintiff could establish entitlement to recover penalties for all alleged violations. Defendant denies all liability and contends that its policies and practices complied with California law at all relevant times.

The Settlement nevertheless provides a meaningful recovery under PAGA while avoiding the substantial expense, delay, and uncertainty associated with continued litigation. Courts routinely approve comparable or smaller PAGA allocations where, as here, the settlement was reached after sufficient investigation and arms-length negotiations and reflects a reasonable compromise of disputed claims.

Additionally, the Settlement provides meaningful direct relief to the affected employees while preserving its non-reversionary nature. Accordingly, the requested PAGA allocation is fair, adequate, and reasonable under Labor Code section 2699(l)(2).

Considering this overwhelmingly positive reaction to the Settlement and its overall terms, it is clear that the Settlement, which was the product of arm's-length negotiations, is fair and reasonable, and the parties therefore respectfully request that the Court grant final approval and enter the proposed judgment as requested. (See *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1800–1802 [class action settlements should be approved if they are fair and reasonable, and a low percentage of objectors and opt-outs is evidence of an agreement's fairness].)

III. THE NOTICE PROCESS

A. Notice to the Settlement Class Members

Pursuant to the Court's Preliminary Approval Order and the Settlement Agreement, the parties directed the Settlement Administrator to review and update the Settlement Class Member addresses, mail the Court-approved Class Notice to the Settlement Class Members, and process their responses. (Gonzalez Decl., ¶¶ 3-5.) Before mailing the Class Notice, the Settlement Administrator performed a National Change of Address search on all Settlement Class Members to determine if any had moved. (Gonzalez Decl., ¶ 5.)

As of the administrator's declaration, four Class Notices remained undeliverable after skip tracing, Phoenix had received only one valid Request for Exclusion, no objections, and no Workweek disputes. (Gonzalez Decl., paragraphs 7 through 10.)

In accordance with California Rules of Court, rules 3.766 (d) and 3.769 (f), the Class Notice provided Settlement Class Members with (1) a brief explanation of the case; (2) an explanation of each Settlement Class Member's right to opt out of the Settlement Class; (3) an explanation of the process (and relevant deadlines) through which a Settlement Class Member could opt out of the Settlement Class; (4) notice about the binding nature of the Judgment for Settlement Class Members who do not opt-out; (5) an explanation of each Settlement Class

Member's right to appear through counsel; (6) an explanation of each Settlement Class Member's right to appear at the fairness hearing and express views on the Settlement, i.e., object or otherwise respond; and (7) an explanation of each Settlement Class Member's right to participate in the Settlement and receive payment accordingly. (Attached hereto as **Exhibit "A"** to the Mayra Gonzalez Declaration is a true and correct copy of the Class Notice.)

B. There are Zero Objections and One Request for Exclusion

California law makes clear that the percentage of objectors and opt-outs is an important factor in the Court's consideration of a proposed class action settlement. (See *Dunk*, *supra*, 48 Cal.App.4th at 1802.) Indeed, the Ninth Circuit and other federal courts recognize that in the final fairness analysis, the number or percentage of class members who object to the settlement is a significant factor. (*See Mandujano v. Basic Vegetable Prods., Inc*. (9th Cir. 1976) 541 F.2d 672, 677; *In re American Bank Note Holographics, Inc*. (SDNY 2001) 127 F.Supp.2d 418, 425 ["[i]t is well settled that the reaction of the class to the settlement is perhaps the most significant factor to be weighed in considering its adequacy.")

In this case, there are no objections and only one Request for Exclusion from a Class of 457 individuals. Thus, 456 Participating Class Members, or 99.78% of the Class, will participate in the Settlement. (Gonzalez Decl., paragraphs 8 through 11.) This overwhelmingly favorable response supports final approval.

IV. EVALUATION OF THE SETTLEMENT

A. The Settlement Was Reached Through Informed Arms-Length Negotiation

Courts presume the absence of fraud or collusion in the negotiation of a settlement unless evidence to the contrary is offered. Thus, there is a presumption here that the negotiations were conducted in good faith. (*See* 3 Alba Conte & Newberg, supra, at § 11.51.) The proposed Settlement here was the product of arm's-length negotiations before a highly experienced and reputable California wage-and-hour class-action mediator, Jeffrey Fuchsamn, Esq.

Here, Plaintiff and Class Counsel have diligently investigated the claims raised in this litigation and, after taking into account the disputed factual and legal issues involved in this action, the risks attending further prosecution, and the benefits to be received pursuant to the compromise and settlement of the Action as set forth in the Settlement, concluded that the Settlement terms are fair, reasonable, and in the best interest of the Settlement Class.

As the Settlement Agreement itself reveals, there is no preferential treatment for any segment of the Settlement Class, as the Settlement is designed to compensate all Settlement Class Members fairly and adequately. Pursuant to California Rules of Court Rule 3.769(b), the parties have disclosed the agreed-upon and proposed attorneys' fees, which are well within the range of reasonableness for matters of this nature.

B. Plaintiff's Investigation Was More Than Sufficient

As set forth at the time of preliminary approval, Class Counsel's extensive investigation into the facts and merits of the wage and hour claims alleged included analyzing substantial amounts of information, correspondence, documents, timekeeping records, and payroll data, relevant wage and hour policies and procedures, and evidence relating to the class size and the commonality of the claims.

During this process, Plaintiff and Class Counsel conducted investigations into the potential claims of similarly situated employees, including interviewing multiple putative class members and researching Defendant's defenses.

Finally, Class Counsel synthesized and analyzed information provided by Defendant regarding the total Settlement Class Members, the number of current and former non-exempt employees, and the number of employees who worked during various time periods and prepared comprehensive damages calculations regarding the wage and hour claims at issue.

C. Class Counsel Are Experienced in Similar Litigation and Endorse the Settlement

Class Counsel are experienced in this type of litigation, and they have (and hereby do) represent that this Settlement is fair and reasonable. (Bokhour Decl., ¶¶ 3-13; Declaration of Joshua Falakassa in Support of Plaintiff's Motion for Final Approval of Class Action Settlement ("Falakassa Decl." ¶¶ 3-8); *see 7-Eleven Owners for Fair Franchising v. Southland Corp.* (2000) 85 Cal.App.4th 1135, 1152 [Final approval of settlement affirmed where counsel were all experienced litigators with class-action experience and had recommended settlement based on the negotiated terms].)

D. Reasonable Estimate of the Nature and Amount of Recovery

Plaintiff's Motion for Preliminary Approval contained a comprehensive *Kullar* analysis (which sufficiently provided the Court with "basic information about the nature and magnitude of the claims in question and the basis for concluding that the consideration being paid for the release of those claims represents a reasonable compromise." (*Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 133.)

In light of the uncertainties of protracted litigation, this negotiated Settlement reflects the best practicable recovery for the Settlement Class. While the total Settlement amount is, of course, a compromise figure, the potential risks, and opportunities for both parties were effectively weighed and considered, resulting in a fair and equitable Settlement. Based upon detailed data obtained through discovery and information exchanges and factoring in claim certification probabilities and liability probabilities, Class Counsel formulated detailed damages models to evaluate the claims in preparation for mediation and to reach a realistic and reasonable resolution.

Of course, Defendant deny that any damages should be assessed and deny all the value assessed by Plaintiff. (*Id*.) Notwithstanding these arguments, the Settlement commits Defendant to pay a Settlement Amount of $900,000 to settle the litigation.

V. THE REQUESTED ATTORNEYS' FEES ARE FAIR, REASONABLE, AND SHOULD BE AWARDED

For their efforts in creating a common fund for the benefit of the Settlement Class, the Settlement Agreement provides that Class Counsel may seek reasonable attorneys' fees of $300,000, which is one-third (1/3) of the Settlement Amount. These fees are warranted under the law and within the range of fees commonly awarded in similar class action cases.

The requested fee is justified even under the Court's stated 30% benchmark. The requested $300,000 is only 3.33 percentage points above that benchmark, while the lodestar cross check yields a negative multiplier of approximately 0.93. The modest percentage adjustment is further supported by the unusually developed litigation record: extensive written discovery, completion of the Belaire West process, multiple depositions, expert work directed to class certification, detailed damages modeling, and preparation of a class certification motion that was ready to be filed when mediation occurred. The requested award therefore compensates Class Counsel for work actually performed and remains approximately $21,412.50 below their $321,412.50 lodestar. (See *Chavez v. Netflix, Inc*. (2008) 162 Cal.App.4th 43, 66, footnote 11; *Laffitte v. Robert Half International Inc*. (2016) 1 Cal.5th 480.)

Accordingly, Plaintiff's Attorneys' Fees request should receive final approval.

A. <u>Plaintiff is Entitled to Recover Reasonable Attorneys' Fees Under the Labor Code</u>

Plaintiff and the Settlement Class in this action are entitled to recover reasonable Attorneys' Fees and Costs under section 218.5 of the California Labor Code, which provides that, "[i]n any action brought for the nonpayment of wages … the Court shall award reasonable attorneys' fees and costs to the prevailing party."

In addition, Plaintiff and the Settlement Class are entitled to recover reasonable Attorneys' Fees pursuant to section 1194.2 of the Labor Code, which provides that, "… any employee receiving less than the legal minimum wage … applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage… including … reasonable attorney's fees, and costs of suit."

Plaintiff is further entitled to Attorneys' Fees and Costs under section 226(e) of the Labor Code (employee who prevails on claim for itemized wage statement violation "is entitled to an award of costs and reasonable attorneys' fees"); under PAGA (Labor Code § 2699(g), which provides "Any employee who prevails in any action shall be entitled to an award of reasonable attorney's fees and costs, including any filing fee paid"); and, potentially, section 1021.5 of the California Code of Civil Procedure.

B. <u>Class Counsels' Request for Fees Is Reasonable and Properly Calculated as a Percentage of the Common Fund</u>

Under the "common fund" doctrine, the request for Attorneys' Fees in the amount of 1/3 of the Settlement Amount is reasonable and appropriate, because (1) it is within the approved range for percentages awarded as attorneys' fees in similar cases; (2) it is supported by the high quality and amount of Class Counsels' work on this case and the positive results obtained for the Settlement Class; (3) the Settlement Class had sufficient notice of the attorneys' fee request; and (4) it is supported by the fact that this case was handled on a contingency basis and was undertaken despite numerous risks and expenses.

1. The Attorneys' Fees Requested Here Fall Within the Reasonable Range Awarded in Similar Cases Under the Well-established Common Fund Method

The California Supreme Court has approved trial courts' usage of the common fund method of awarding attorneys' fees in wage and hour class actions, like this one, and routinely uphold attorneys' fees requests of 1/3 of the total settlement amount obtained for the class. (*See Laffitte v. Robert Half Int'l Inc.* (2016) 1 Cal. 5th 480, 506; *see also,* 4 Newberg on Class Actions, § 14:6 at 552 ("fee awards in class actions average around one-third of the recovery").

2. The High Quality of Work and Excellent Result Obtained Support the Award

In addition to the fact that a class benefit was created with a significant common fund, the fairness of the requested fee award of one-third of that common fund is supported by the high quality of work performed by Class Counsel and the favorable result obtained for the Class Members given the significant challenges faced by Plaintiff in this action. As the record demonstrates, Class Counsel conducted the litigation on behalf of the class in a competent, professional, and efficient manner. In doing so, Class Counsel confronted substantial litigation risks with well-developed arguments, careful factual analysis, and creative strategy to overcome legal obstacles, such as those created by challenging factual issues pertaining to each of the substantive claims. The effective legal work performed by Class Counsel, which resulted in a significant benefit for class members, justifies the one-third of the common fund that is requested as reasonable attorneys' fees.

Class Counsel diligently pursued this case through a mature class certification record. Counsel completed voluminous written discovery and the *Belaire West* process, took and defended multiple depositions, including Plaintiff's deposition and depositions of Defendant's

Persons Most Knowledgeable, retained and worked with a class certification expert, analyzed substantial payroll and timekeeping evidence, prepared detailed damages models, and brought the class certification motion to the point of filing. Mediation occurred only after that work was completed and on the eve of the certification filing. The resulting $900,000 non-reversionary Settlement was therefore achieved through substantial litigation work.

Moreover, Class Counsel demonstrated considerable skill in obtaining such a significant settlement despite the numerous challenges in this case, which could have precluded any recovery. Class Counsel demonstrated professional skills that benefited the class. In particular, Class Counsel presented carefully developed legal arguments, evaluated complex factual issues, and implemented an effective strategy in framing the litigation and negotiations. As a result, Class Counsel obtained a settlement that significantly benefits the class.

As a result of this litigation, the Class Members stand to receive a significant Net Settlement Amount of $491,873.71.

3. Settlement Class Members Had Sufficient Notice of the Requested Fees

Rule 3.769 of the California Rules of Court requires that the Class Members be notified of any agreement regarding an application for attorneys' fees. Here, the Class Notice, preliminarily approved by the Court and distributed to the Settlement Class Members, apprised them that Class Counsel will ask for Attorneys' Fees of one-third of the Settlement Amount as reasonable compensation for the work Class Counsel performed and will continue to perform in this lawsuit through final approval. (Gonzalez Decl. ¶ 5; Ex. A.)

The Class Notice also advised the Settlement Class Members of the procedures for objecting to the proposed Settlement and appearing at the settlement hearing, where they could present their objections to any aspect of the Settlement, including the amount of Attorneys' Fees to be awarded to Class Counsel. (*Litwin v. iRenew Bio Energy Solutions, LLC* (2014) 226 Cal.App.4th 877, 883 ["[p]rocedural due process requires that affected parties be provided with 'the right to be heard at a meaningful time and in a meaningful manner'"].)

In accordance with the foregoing, it is respectfully submitted that the instant notice complied with Rule 3.769 and, as a result, the Settlement Class Members' due process rights were fulfilled.

4. The Contingent Nature of Class Counsel's Representation of Plaintiff and the Settlement Class Further Supports the Fee Award at 1/3 of the Common Fund

An additional factor in favor of granting the requested fee award is that this case was both legally and financially risky for Class Counsel. (*See Vizcaino v. Microsoft Corp* (9th Cir. 2002) 290 F.3d 1043, 1048-49.) Class Counsel has been representing the Settlement Class in this matter on a strictly contingency basis, and as such, incurred the risk of non-recovery after a substantial investment of time, money, and resources, and has done so since the inception of this case without any payment or compensation. Specifically, there was the prospect of enormous cost inherent in this class action litigation, as well as the prospect of a prolonged battle well-funded corporations who were represented by an experienced law firm; the risk that Defendant could prevail on their arguments that the Settlement Class should not be certified; and the risk that Defendant could prevail on the merits of some or all of the claims.

If Plaintiff had lost this case, Class Counsel would have recovered nothing and would have lost its out-of-pocket costs.

coupled with the 99.78% Class participation rate

5. A Lodestar Cross-Check Confirms the Reasonableness of the Fee Award

Despite recognized limitations of the so-called lodestar method, some California and federal courts acknowledge the utility of a lodestar "cross-check." [1] (*Lealao, supra,* 82 Cal.App. 4th at 46-47.) Under the "lodestar multiplier" method of cross-checking the reasonableness of attorneys' fees in class actions, the court ascertains Class counsel's total "lodestar" amount by multiplying the number of hours reasonably expended by each attorney or legal staff member by their hourly rates, and then enhances or reduces this lodestar figure by a "multiplier" to account for a range of factors, such as the novelty or difficulty of the case, its contingent nature, and the

[1] In practice, the lodestar method is difficult to apply, time-consuming to administer, inconsistent in result, and capable of manipulation. In addition, the lodestar creates inherent incentive to prolong the litigation until sufficient hours have been expended. Herr, David F., *Manual for Complex Litigation,* § 14.121 (1988); *See also In re Activision* (N.D. Cal 1989) 723 F.Supp 1373.

degree of success achieved. *PLCM Group, Inc. v. Drexler* (2000) 22 Cal.4th 1084, 2655-96; *Press v. Lucky Stores, Inc*. (1983) 34 Cal.3d 311, 322; *Lealao, supra,* 82 Cal.App.4th at 43 [court has discretion to use a multiplier to ensure that the "fee awarded is within the range of fees freely negotiated in the legal marketplace in comparable litigation"].)

Historically, California courts have approved multipliers of 1.5 to 4. *See Coalition for Los Angeles County Planning v. Board of Supervisors* (1977) 76 Cal.App.3d 241, 251 (multiplier of 2+ approved); *Sternwest Corp v. Ash* (1986) 183 Cal.App.3d 74, 75. The multiplier requested by Class Counsel below is within the range of multipliers found to be appropriate by various federal and state courts in California. In *Sternwest Corp. v. Ash* (1986) 183 Cal.App.3d 74, for instance, the Court of Appeal remanded for a lodestar enhancement of "two, three, four or otherwise." *Id*. At 76; *see also Wershba*, 91 Cal.App.4th at 255 ("Multipliers can range from 2 to 4 or even higher"); *City of Oakland v. Oakland Raiders* (1988) 203 Cal.App.3d 78, 83 (affirming 2.34 multiplier); *Coalition for Los Angeles County Planning in the Pub. Interest v. Board of Supervisors*, 76 Cal.App.3d 241, 251 (affirming multiplier of approximately 2); *Craft v. County of San Bernardino*, 2008 U.S. Dist. LEXIS 27526 (C.D. Cal. Apr. 1, 2008) (applying 5.2 multiplier); *See also Steinder v. Am. Broadcasting Co., Inc*. (9th Cir. 2007) 248 Fed. Appx. 780, 783 (approving multiplier of 6.85 and citing cases with comparable or higher multipliers); *Vizcaino v. Microsoft Corp.* (9th Cir. 2002) 290 F.3d 1043, 1051 (finding no abuse of discretion in awarding a multiplier of 3.65).

In *Torchia v. WW Grainger, Inc.* (E.D. Cal. 2014) 304 F.R.D. 256, 275-278, a federal magistrate in Fresno approved attorneys' fees of $550,000 constituting a 3.57 multiplier on class counsel's total lodestar of $153,856, in a wage and hour class action where class counsel expended 457.85 hours on the case, engaged in limited formal discovery, and where the case settled for $2,750,000 within one year from filing the Complaint with 909 class members claiming $1,305,200 and the remainder, except for the attorneys' fees and costs, reverting to the company.

As set forth in the declarations of Class Counsel submitted herewith, the actual aggregated lodestar between the attorneys working on this case is approximately $321,412.50, which is summarized in the following table and the declaration of Class Counsel:

Attorney	Experience	Hourly Rate	Hours	Total Lodestar
Mehrdad Bokhour	13 years	$750	188[2]	$141,000
Joshua Falakassa	12 years	$725	178.5	$129,412.50
Zachary Cavanagh	5 years	$600	85	$51,000
Total Lodestar				**$321,412.50**

(See Bokhour Decl., ¶ 19, Falakassa Decl. ¶ 16.)

The requested fee of $300,000 represents a multiplier of approximately 0.93 on Class Counsel's lodestar. Thus, the requested fee is approximately $21,412.50 less than Class Counsel's actual lodestar and reflects a reduction. This negative multiplier confirms the reasonableness of the requested fee, particularly given the contingency risk Class Counsel assumed, the substantial work performed, and the results achieved for the Class.

The hourly rates above are comparable to those of other attorneys with equal or similar experience, if not somewhat lower. Thus, not only are Plaintiff's Counsel's rates reasonable and typical, but the attorneys' fees requested are in line with Plaintiff's Counsel's lodestar, all confirming that the fee request is fair and reasonable.

Class Counsel are also highly experienced in Class/PAGA litigation, including having been selected as a "Super Lawyer" in employment litigation on multiple occasions and having achieved some of the largest Class/PAGA settlements in California in 2021 through 2025. (Bokhour Decl. ¶¶ 2-6; Falakassa Decl. ¶¶ 3-8). Indeed, Class Counsel's rates are typical of those charged by defense counsel with similar experience doing similar employment litigation in this region.

VI. THE REQUESTED COSTS AND SERVICE PAYMENT ARE REASONABLE

A. The Requested Costs Are Reasonable and Merit Approval

[2] Includes an estimated 10 hours of additional work associated with finalizing and filing the motion, preparing for and attending the final approval hearing, addressing the Court's questions or concerns, submitting any revised documents, and responding to Class Members who are awaiting their settlement checks. It also includes 20 hours of anticipated work following final approval, including coordinating with Defendant's counsel and the Settlement Administrator, reviewing settlement calculations, monitoring Defendant's timely funding of the Settlement, confirming the timely mailing of checks, responding to Class Member inquiries concerning missing or lost checks, coordinating the reissuance of checks, addressing uncashed checks, assisting with the Settlement Administrator's declarations, potentially filing an amended judgment, and appearing at the final disbursement hearing or submitting related papers.

Class Counsel's actual costs through the final approval hearing are estimated at $64,626.29. (Bokhour Decl. ¶ 22.) These costs encompass mediation, filing, expert, and process service fees. They are reasonable and uncontested.

B. The Requested Class Representative Service Payment is Reasonable and Merits Approval

A named plaintiff is essential to a class action, and a service payment appropriately compensates a class representative for the time and effort devoted to the litigation and the risks undertaken on behalf of the class. Courts regularly approve such payments. (See, e.g., *Bell v. Farmers Insurance Exchange* (2004) 115 Cal.App.4th 715, 726 [upholding service payments to named plaintiffs for their efforts in bringing a class action]; *Rodriguez v. West Publishing Corp.* (9th Cir. 2009) 563 F.3d 948, 958 to 959 [recognizing that incentive awards may compensate class representatives for work performed on behalf of the class and for the financial or reputational risks undertaken in bringing the action].)

Under the Settlement, Defendant agreed not to oppose Plaintiff's request for a Class Representative Service Payment of up to $15,000. Plaintiff requests the full $15,000 in recognition of the substantial time, effort, and assistance she provided for the benefit of the Settlement Class Members.

As detailed in Plaintiff's declaration submitted in support of preliminary approval, Plaintiff actively participated in the investigation, litigation, mediation, and settlement of this Action. Among other things, Plaintiff provided the factual background necessary to prepare the class and PAGA allegations and the PAGA Letter; produced documents and information concerning Defendant's compensation plans and meal and rest period policies and procedures; participated in conferences with Class Counsel regarding litigation and settlement strategy; assisted Class Counsel in evaluating the claims and defenses; helped Class Counsel prepare for mediation and remained available throughout the mediation; reviewed the Settlement documents; and provided deposition testimony. Plaintiff's participation ensured that Class Counsel had the information and assistance necessary to investigate the claims, evaluate the defenses, and negotiate the Settlement.

Plaintiff also undertook financial and reputational risks by bringing this Action. Had the litigation been unsuccessful, Plaintiff could have been responsible for certain litigation costs and could have suffered reputational consequences within her industry. (See *Whiteway v. FedEx Kinko's Office & Print Services, Inc.* (N.D. Cal. Dec. 17, 2007) No. C 05 2320 SBA, 2007 WL 4531783, at *3 [recognizing that a named plaintiff may be assessed costs in a class action].) In addition, Plaintiff has agreed to provide Defendant with a general release that is broader than the release provided by the Settlement Class Members, thereby relinquishing her right to pursue her individual claims separately.

The requested $15,000 Class Representative Service Payment is reasonable in light of Plaintiff's substantial contributions, including sitting for deposition, gathering and producing documents, supplying detailed information about Defendant's operations and timekeeping practices, consulting with Class Counsel throughout discovery and certification preparation, assisting with mediation, and reviewing the Settlement. Her participation was particularly important because the Action progressed through extensive class certification discovery and to the eve of filing the certification motion. The requested payment also accounts for the financial and reputational risks she assumed, the broader general release she agreed to provide, and the substantial benefits the Settlement provides to the Settlement Class Members. The requested payment represents approximately 1.67% of the Gross Settlement Amount.

The Class Notice disclosed the requested Class Representative Service Payment to the Settlement Class Members, and no Settlement Class Member objected to the request. Accordingly, Plaintiff respectfully requests that the Court approve the $15,000 Class Representative Service Payment as fair, reasonable, and appropriate.

VII. OTHER MATTERS RE: FINAL APPROVAL

A. Settlement Administration Costs

The parties agreed that the Settlement Administrator, Phoenix, would be compensated for services performed. The Settlement Administrator's requested fee is $8,500. (Gonzalez Decl., ¶ 18.)

B. Uncashed Checks

The Settlement Agreement provides that any uncashed checks will be donated to the *cy pres* recipient, Legal Aid at Work, after 180 days. The Proposed Order submitted herewith directs that such funds be distributed to the designated *cy pres* recipient pursuant to Code of Civil Procedure section 384.

C. Final Report

Defendant has 30 days after final approval of the Settlement to fund the Settlement to the Settlement Administrator, who then has ten (10) days thereafter to process the funds and issue checks to the Settlement Class Members. As such, Plaintiff proposes submitting a final report in the form of a declaration from the Settlement Administrator (setting forth the money that was actually paid to the Settlement Class Members and potentially the state's unclaimed property department) within 30 days of the check-cashing deadline.

D. Submission to the LWDA

As set forth in ¶ 24 of the Declaration of Mehrdad Bokhour in Support of Final Approval of Class Action Settlement, the Settlement was previously submitted to the LWDA in accordance with Labor Code § 2699(l)(2).

VIII. CONCLUSION

Plaintiff respectfully submits that the Settlement is fair, adequate, and reasonable and merits approval. This Motion is unopposed by Defendant. Based on the foregoing, Plaintiff requests that the Court grant this Motion and finally approve the Settlement.

Dated: August 7, 2026,

Respectfully submitted,
BOKHOUR LAW GROUP, P.C.
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By: ______________________________
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