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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN MATEO

SEAN VANDERVEEN, on behalf of himself and all others similarly situated,

Plaintiff,

v.

WOODMONT REAL ESTATE SERVICES, L.P., a California Corporation; and DOES 1-50, inclusive.

Defendants.

CASE NO.: 23-CIV-05747

Assigned to the Hon. Mark A. McCannon

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

HEARING INFO

Date: December 10, 2026
Time: 2:00 p.m.
Dept.: 2

TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE that on December 10, 2026, at 2:00 p.m., or as soon thereafter as the matter may be heard, in Department 2 of the San Mateo County Superior Court, located at 1050 Mission Road, San Mateo, California 94080, before the Honorable Mark A. McCannon, Plaintiff Sean Vanderveen, 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 preliminarily approved the Settlement on September 22, 2025.

This Renewed Motion, which is supported and unopposed by Defendant Woodmont Real Estate Services, L.P. ("Defendant"), seeks final approval of a $530,000 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 Sean Vanderveen 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 Renewed 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 Sean Vanderveen in Support of the Plaintiff's Motion for Preliminary Approval of Class Action Settlement, and the Declaration of Garvin Brown of ILYM Group, Inc.–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.

Respectfully submitted,

Dated: November 12, 2026,

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

By: _____

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

TABLE OF CONTENTS

I. INTRODUCTION 1

II. PERTINENT BACKGROUND AND SETTLEMENT TERMS 1

III. THE NOTICE PROCESS 4

A. Notice to the Settlement Class Members 4

B. There are Zero Objections and Two Requests for Exclusion 4

IV. EVALUATION OF THE SETTLEMENT 5

A. The Settlement Was Reached Through Informed Arms-Length Negotiation 5

B. Plaintiff's Investigation Was More Than Sufficient 5

C. Class Counsel Are Experienced in Similar Litigation and Endorse the Settlement 6

D. Reasonable Estimate of the Nature and Amount of Recovery 6

V. THE REQUESTED ATTORNEYS' FEES ARE FAIR, REASONABLE, AND SHOULD BE AWARDED 7

A. Plaintiff is Entitled to Recover Reasonable Attorneys' Fees Under the Labor Code 7

B. Class Counsels' Request for Fees Is Reasonable and Properly Calculated as a Percentage of the Common Fund 8

1. The Attorneys' Fees Requested Here Fall Within the Reasonable Range Awarded in Similar Cases Under the Well-established Common Fund Method 8

2. The High Quality of Work and Excellent Result Obtained Supports the Award 9

3. Settlement Class Members Had Sufficient Notice of the Requested Fees 10

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 10

5. A Lodestar Cross-Check Confirms the Reasonableness of the Fee Award 11

VI. THE REQUESTED COSTS AND SERVICE PAYMENT ARE REASONABLE 12

A. The Requested Costs Are Reasonable and Merit Approval 12

B. The Requested Class Representative Service Payment is Reasonable and Merits Approval 12

VII. OTHER MATTERS RE: FINAL APPROVAL 14

A. Settlement Administration Costs 14
B. Uncashed Checks 14
C. Final Report 14
D. Submission to the LWDA 14
VIII. CONCLUSION 14

TABLE OF AUTHORITIES

CASES

7-Eleven Owners for Fair Franchising v. Southland Corp. (2000) 85 Cal.App.4th 1135 7

Bell v. Farmers Insurance Exchange (2004) 115 Cal.App.4th 715..... 14

Chavez v. Netflix, Inc. (2008) 162 Cal.App.4th 43 8

Dunk v. Ford Motor Co. (1996) 48 Cal.App.4th 1794 ..... 4, 5

Heritage Bond Litigation (C.D. Cal., June 10, 2005, No. 02-ML-1475 DT) 2005 WL 1594403 12

In re American Bank Note Holographics, Inc. (SDNY 2001) 127 F.Supp.2d 418 5

Laffitte v. Robert Half International, Inc. (2016) 1 Cal.5th 480..... 8, 9

Lealao, supra, 82 Cal.App. 4th at 46-47..... 12, 13

Litwin v. iRenew Bio Energy Solutions, LLC (2014) 226 Cal.App.4th 877 11

Mandujano v. Basic Vegetable Prods., Inc., (9th Cir. 1976) 541 F.2d 672..... 5

PLCM Group, Inc. v. Drexler (2000) 22 Cal.4th 1084..... 13

Press v. Lucky Stores, Inc. (1983) 34 Cal.3d 311 13

Rodriguez v. West Publishing (9th Cir. 2009) 563 F.3d 948 14

Vizcaino v. Microsoft Corp (9th Cir. 2002) 290 F.3d 1043 11

Whiteway v. FedEx Kinkos Office & Print Svcs., Inc. (N.D. Cal. Dec. 17, 2007) No. C 05-2320 SBA, 2007 WL 4531783 15

STATUTES

California Code of Civil Procedure1021.5 8

California Code of Civil Procedure section 384(b)..... 14

Code of Civil Procedure section 384 14

Labor Code1194.2..... 8

Labor Code 218.5..... 7

Labor Code 226(e) 8

Lab. Code, §§ 2698–2699.5..... 1

Labor Code § 2699(g)..... 8

Labor Code § 2699(l)(2) 14

Labor Code section 2699(e)(2) 3
Labor Code section 2699(i) 3
Labor Code section 2699(l)(2) 3

OTHER AUTHORITIES

Alba Conte & Newberg, supra, at § 11.51 5
Newberg on Class Actions, § 14:6 at 552 9

RULES

California Rules of Court Rule 3.769(b) 5
California Rules of Court, rules 3.766 (d) and 3.769 (f) 4
Rule 3.769 10

MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

This motion seeks final approval of a wage-and-hour class action settlement between Plaintiff Sean Vanderveen ("Plaintiff") and Defendant Woodmont Real Estate Services, L.P. ("Defendant") (collectively, the "Parties") in the amount of $530,000 (the "Gross Settlement Amount") to be distributed to 491 individuals who are or were employed by Defendant as non-exempt hourly employees in California from December 5, 2022, through February 24, 2025 (the "Class Members" or the "Class").

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 5, 2022, through February 24, 2025.

A true and correct copy of the final, operative Joint Stipulation of Class Action and PAGA Settlement and Release submitted to the Court on August 26, 2025, and preliminarily approved on September 22, 2025 (the "Settlement Agreement" or "Settlement"), is attached as Exhibit C to the concurrently filed Declaration of Mehrdad Bokhour in Support of Plaintiff's Renewed Motion for Final Approval of Class Action and PAGA Settlement ("Bokhour Decl."). The Settlement Agreement is incorporated herein by reference.

On September 22, 2025, the Court granted preliminary approval of the Settlement. Pursuant to that order, on October 24, 2025, ILYM Group, Inc. (the "Settlement Administrator" or "ILYM") mailed the Court-approved Notice of Proposed Class Action and PAGA Settlement (the "Class Notice") to all 493 Class Members. (Declaration of Garvin Brown of ILYM Group, Inc. in Support of Plaintiff's Renewed Motion for Final Approval ("Brown Decl."), ¶¶ 5–13.)

A copy of the Class Notice is attached to the Brown 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 5, 2022,

and February 24, 2025 (Declaration of Mehrdad Bokhour in Support of Motion for Final Approval of Class Action Settlement; ¶ 33 ("Bokhour Decl.")).

Plaintiff's primary allegations were that Defendant (1) failed to pay all wages owed, (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*.)

The Settlement Class includes 491 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 Garvin Brown Regarding Notice and Settlement Administration ("Brown"), ¶ 16):

	Total Amount
Settlement Amount	$530,000
Attorneys' Fees (1/3)	$176,666.67
Litigation Costs	$14,512.80
Settlement Administrator Costs	$7,350.00
PAGA payment to LWDA	$22,500.00
PAGA payment to PAGA Members	$7,500.00
Class Representative Service Payment	$5,000.00
Net Settlement Amount	**$296,470.53**

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 distributed to Participating Class Members will equal 100% of the Net Settlement Amount.

Assuming the Court approves all the amounts in the Settlement, the average payment to each Participating Class Member is estimated to be approximately **$603.81,** and the highest payment is estimated to be approximately **$1,055.58**. (Brown ¶ 17.)

Fifteen percent (15%) will be allocated as wages, subject to applicable local, state, and federal tax withholdings; and eighty-five percent (85%) 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 35 days thereafter, the Settlement Administrator shall issue payments covering all court-approved amounts, including payments to the Participating Class Members.

The Settlement allocates $30,000 to resolve Plaintiff's PAGA claims, with 75% ($22,500) payable to the LWDA and 25% ($7,500) distributed to eligible PAGA Members in accordance with Labor Code section 2699(i). The Parties reached this allocation following extensive investigation, review of payroll and timekeeping data, evaluation of potential exposure, and arms-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 arm's-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).

In light of 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. (Brown, ¶¶ 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. (Brown, ¶ 5.)

ILYM mailed notice to 493 Settlement Class Members. (Brown, ¶ 7). Approximately 8 Class Notices have been deemed undeliverable. To date, the settlement administrator has not received any objections and has received only two requests for exclusion.

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 Brown Decl. is a true and correct copy of the Class Notice.)

B. There are Zero Objections and Two Requests 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, as noted above, there are zero objections to the Settlement and two requests for exclusion from the Settlement--meaning that 99% of the Settlement Class Members elected to participate in the Settlement. (Brown Decl., ¶¶ 7-10.) Thus, the Settlement Class overwhelmingly viewed this as a fair and reasonable Settlement.

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, Daniel Turner, 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 fairly and adequately compensate all Settlement Class Members. 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 Renewed Motion for Final Approval of Class Action and PAGA 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

The claim-by-claim valuation supporting the Settlement is set forth in the concurrently filed Bokhour Declaration at paragraphs 40-50. Based on the payroll and timekeeping data exchanged before mediation, Class Counsel evaluated approximately 30,000 workweeks, 140,957 shifts, and 15,423 pay periods. The analysis addresses the potential value of each material claim, Defendant's principal defenses, the risks of class certification and prevailing on the merits, and the specific discounts applied. (Bokhour Decl., ¶¶ 37–49.)

After those discounts, Class Counsel estimated a risk-adjusted value of approximately

$573,787.45 for the class claims and $138,807 for the PAGA claims, for a combined risk-adjusted value of approximately $712,594.45. The $530,000 non-reversionary Gross Settlement Amount is approximately 74.38% of that combined risk-adjusted value. (Id., ¶¶ 42–43.)

The Settlement separately allocates $30,000 to PAGA—approximately 21.61% of the risk-adjusted PAGA valuation—with $22,500 payable to the LWDA and $7,500 distributed to PAGA Members. Considering the disputed underlying violations, the risk that penalties would not be stacked, the Court's discretion to reduce penalties, and the direct recovery provided to aggrieved employees, the allocation is fair, reasonable, and adequate in light of PAGA's remedial and deterrent purposes. (Id., ¶¶ 40–41.)

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 $176,666.67, which is one-third of the Gross Settlement Amount. These fees are warranted under the law and within the range of fees commonly awarded in similar class action cases.

As shown herein, the requested percentage of one-third of the Gross Settlement Amount as payment for Attorneys' Fees should be granted for several reasons, including the following: (1) one-third is the standard benchmark in California for class action settlements (See e.g., *Chavez v. Netflix, Inc.* (2008) 162 Cal.App.4th 43, 66 n. 11 ["Empirical studies show that, regardless of whether the percentage method or the lodestar method is used fee awards in class actions average around one-third of the recovery"]; and (2) that the California Supreme Court recently held that the percentage of the fund method survives in California class action cases (*Laffitte v. Robert Half International, Inc.* (2016) 1 Cal.5th 480).

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

A. Plaintiff is Entitled to Recover Reasonable Attorneys' Fees Under the Labor Code

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. Class Counsels' Request for Fees Is Reasonable and Properly Calculated as a Percentage of the Common Fund

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 upholds attorneys' fee 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 Supports 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, efficiently, and creatively pursued this case and promptly reached a successful settlement for the benefit of the Class Members. Despite the numerous risks and obstacles afflicting Plaintiff's claims as detailed in Plaintiff's Motion for Preliminary Approval, Plaintiff's counsel crafted and negotiated a fair and reasonable Settlement Agreement for the benefit of the Class Members.

The fact that the settlement was embraced and supported by the Class Members, as evidenced by zero objections and only two opt-outs out of 493 Class Members, clearly demonstrates that the Class Members support the Settlement Agreement and results achieved by Class Counsel through the litigation of this matter.

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 $296,470.53.

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 Gross Settlement Amount as reasonable compensation for the work Class Counsel performed and will continue to perform in this lawsuit through final approval. (Brown Decl., ¶ 7; 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 with 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.

Finally, the absence of any valid objections to the requested fee award, coupled with the 99% Class participation rate, also supports the appropriateness and reasonableness of the requested attorneys' fees. (*In re Heritage Bond Litigation* (C.D. Cal., June 10, 2005, No. 02-ML-1475 DT) 2005 WL 1594403, at *21 ["The absence of objections or disapproval by class members to Class Counsel's fee further supports finding the fee request reasonable."].)

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 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"].)

As set forth in the declarations of Class Counsel submitted herewith, the lodestar between

[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.

the attorneys working on this case is approximately $104,087.50, 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	74.5[2]	$55,875
Joshua Falakassa	12 years	$725	66.5	$48,212.50
Total Lodestar				**$104,087.50**

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

The requested fee of $176,666.67 represents a 1.697 multiplier on Class Counsel's lodestar, well within the range of multipliers commonly approved by California and Ninth Circuit courts to account for contingency risk and the results achieved.

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 wage and hour 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

Class Counsel's actual costs through the final approval hearing are estimated at $14,512.80. (Bokhour Decl. ¶ 30.) 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

[2] Includes an estimated 10 hours of work finalizing this motion, attending final approval, working with Defense Counsel and the Administrator to finalize this matter, submitting a declaration of disbursement, and other matters.

A named plaintiff is an essential ingredient of any class action, and a service payment is appropriate to induce individuals to step forward and assume the burdens and obligations of representing the settlement class. Courts regularly approve service payments to compensate named plaintiffs for their service to the class and the risks they incurred during the litigation. (*See, e.g., Bell v. Farmers Insurance Exchange* (2004) 115 Cal.App.4th 715, 726 (upholding "service payments" to named Plaintiff for their efforts in bringing class action); *Rodriguez v. West Publishing* (9th Cir. 2009) 563 F.3d 948, 959 (stating that incentive awards are "intended to compensate class representatives for work done on behalf of the class, to make up for financial or reputational risk undertaken in bringing the action, and, sometimes, to recognize their willingness to act as a private attorney general.").

Under the Settlement, Defendant agreed not to oppose Plaintiff's request for a Class Representative Service Payment in the amount of $5,000, which Plaintiff seeks in recognition of his contributions as the Class Representative. Plaintiff came forward and undertook significant risk, including the risk of being blackballed in the industry, and the risk that he could have been liable for Defendant's costs if he lost the case. This factor is significant for a relatively low-wage earner, and the potential risk is very real. (See *Whiteway v. FedEx Kinkos Office & Print Svcs., Inc.* (N.D. Cal. Dec. 17, 2007) No. C 05-2320 SBA, 2007 WL 4531783, at *3 ("the few courts to consider this 'class representatives' dilemma' have not found it inequitable to assess costs upon the lead or named plaintiff in a class action.").)

As further detailed in Plaintiff's Declaration in Support of Preliminary Approval of Class Action Settlement on file with this Court, Plaintiff committed a significant number of hours to assist with the investigation, litigation, and settlement processes of this case to assist on the matter. Plaintiff also spent considerable time helping prepare for and aid in the mediation and settlement process. The requested Class Representative Service Payment of $5,000 to Plaintiff is reasonable, particularly in light of the substantial benefits Plaintiff generated for the Settlement Class Members, the risks he undertook, and in exchange for executing a general release against Defendant while giving up the right to separately pursue his individual wage and hour claims.

The Class Notice sent to each Settlement Class Member detailed the proposed Class Representative Service Payment. No Settlement Class Member objected to the proposed payment to Plaintiff. Thus, Plaintiff requests that the Court approve the service payments as both reasonable and appropriate.

VII. OTHER MATTERS RE: FINAL APPROVAL

A. Settlement Administration Costs

The parties agreed that the Settlement Administrator, ILYM, would be compensated for services performed. The Settlement Administrator's requested fee is $7,350. (Brown, ¶ 18.)

B. Uncashed Checks

The Settlement Agreement provides that any uncashed checks will be distributed as follows: 50 percent to Koinonia Family Services and 50 percent to Legal Aid at Work, as *cy pres* recipients pursuant to California Code of Civil Procedure section 384(b). The [Proposed] Order submitted herewith directs distribution of such funds to the designated *cy pres* recipients 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 days thereafter to process the funds and issue checks to the Settlement Class Members. Settlement Class Members will have 120 days to cash their checks. As such, the parties propose 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 ¶ 31 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 Renewed Motion is unopposed by Defendant. Based on the foregoing, Plaintiff requests that the Court grant this Motion and finally approve the Settlement.

Dated: November 12, 2026,

Respectfully submitted,

BOKHOUR LAW GROUP, P.C.
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By: _____

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