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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN DIEGO

DIANA ARAGON and CHARLES ARAGON, individually, and on behalf of all others similarly situated, *Plaintiffs*, v. SAN DIEGO FREE RIDE, LLC DBA CHULA VISTA COMMUNITY SHUTTLE, a California limited liability company; CIRCUIT TRANSIT INC. DBA THE FREE RIDE, a Florida corporation; TAG-A-LONG SAN DIEGO, LLC DBA CIRCUIT DBA FRED SAN DIEGO, a California limited liability company; RIDE CIRCUIT, an unknown entity; and DOES 1 through 10, inclusive, *Defendants*.	Case No.: 37-2023-00044086-CU-OE-CTL *[Assigned for All Purposes to the Hon. Marcella O. McLaughlin, Dept. C-72]* **PLAINTIFFS' NOTICE OF MOTION AND MOTION FOR FINAL APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT; MEMORANDUM OF POINTS AND AUTHORITIES** <u>Preliminary Approval Hearing:</u> Date: February 20, 2026 Time: 9:30 a.m. Dept: C-72 Action Filed: October 11, 2023

TO ALL INTERESTED PARTIES AND THEIR ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE that on February 20, 2026, at 9:30 a.m., or as soon thereafter as the matter may be heard in Department C-72 of the Superior Court of California, County of San Diego, Hall of Justice located at 330 W. Broadway, San Diego, California 92101, Plaintiffs Diana Aragon and Charles Aragon (collectively "Plaintiffs") will and hereby do move this Court for an Order:

1. Granting final approval of the proposed Joint Stipulation of Class Action and PAGA Settlement and Release;
2. Awarding Class Counsel attorneys' fees in the amount of $98,333.33 and reimbursement of litigation costs in the amount of $22,857.75;
3. Awarding a Class Representative Service Payment to each of the Plaintiff in the amount of $5,000.00 each ($10,000.00 total);
4. Awarding $8,000.00 to Phoenix Settlement Administrators ("Phoenix") for its settlement administration expenses; and
5. Approving allocation of $29,500.00 as civil penalties under the Private Attorneys General Act of 2004 ("PAGA"), 75% of which ($22,125.00) will be paid to the California Labor and Workforce Development Agency, and 25% of which ($7,375.00) will be distributed to PAGA Members based on the number of pay periods worked during the PAGA Period.

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

Dated: January 27, 2026 **WILSHIRE LAW FIRM, PLC**

By: /s/Courtney M. Miller
Courtney M. Miller
Attorneys for Plaintiffs

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MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

Plaintiffs Diana Aragon and Charles Aragon (collectively "Plaintiffs") seek final approval of a non-reversionary Gross Settlement Amount of $295,000.00. The Joint Stipulation of Class Action and PAGA Settlement and Release ("Settlement") provides that the deductions will be made from the Gross Settlement Amount:

1. Attorneys' fees in the amount of up to $98,333.33;
2. Litigation costs in the amount of up to $22,857.75;
3. A Class Representative Service Payment of up to $5,000.00 to each of the Plaintiffs ($10,000.00 total);
4. Settlement administration expenses of up to $8,000.00; and
5. Civil penalties in the amount of $29,500.00 for claims under the Private Attorneys General Act of 2004 ("PAGA"), 75% of which ($22,125.00) will be paid to the California Labor and Workforce Development Agency ("LWDA), and 25% of which ($7,375.00) will be distributed to PAGA Members based on the number of pay periods worked during the PAGA Period. *See* Settlement ¶¶ 21, 43(b); *see also* Declaration of Kevin Lee ("Lee Decl."), at ¶ 15.

After all deductions are made, the Net Settlement Amount will be distributed to 167 Class Members as of the filing of this Motion for Final Approval of Class Action and PAGA Settlement (the "Motion") ("Participating Class Members" or "Settlement Class Member") based on the number of weeks worked during the Class Period. Lee Decl. at ¶ 11.

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

There are no objections to the Settlement and no requests for exclusion. Lee Decl. at ¶¶ 8, 9. The Participating Class Members will receive an average settlement payment of $756.34, with the highest payout reaching $3,499.88. Lee Decl. at ¶ 14. PAGA Members will receive an average settlement payment of $57.17, with the highest payout reaching $168.53. *Id*. at ¶ 15. In light of the Class's favorable response, and the facts and law set forth below as well as in the motion for preliminary approval, Plaintiffs respectfully request that the Court now enter an Order: (1) granting final approval of the Settlement; (2) entering final judgment; (3) requiring distribution of individual settlement shares to Participating Class Members; and (4) approving payments for attorneys' fees, litigation costs, the Class Representative Service Payments, Settlement Administration Costs, and civil penalties under PAGA.

II. THE SETTLEMENT MERITS FINAL APPROVAL

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

A. A Presumption of Fairness Exists

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

At preliminary approval, Plaintiffs evidence that this Settlement is entitled to a presumption of fairness because: (1) it was reached through arm's length bargaining with the assistance of an experienced mediator; (2) Plaintiffs conducted a thorough investigation through informal discovery and an analysis of Class Members' time and payroll records; and (3) Plaintiffs' Counsel is experienced in similar litigation. *See* Declaration of John G. Yslas in Support of Motion for Preliminary Approval of Class Action and PAGA Settlement ("Yslas

MPA Decl.") at ¶¶ 5-9, 21-31. None of the Class Members have opted out and none have objected. *See* Lee Decl. at ¶¶ 8, 9. Therefore, the Court can confidently conclude that a presumption of fairness exists.

B. The Strength of Plaintiffs' Claims, and the Risks, Expense, Complexity, and Likely Duration of Further Litigation as a Class Action Through Trial

Courts are not required to ensure that a settlement maximizes the value of released claims with mathematical precision. "[T]he test is not the maximum amount plaintiffs might have obtained at trial on the complaint, but rather whether the settlement is reasonable under all of the circumstances." *Wershba v. Apple Computer, Inc.* 91 Cal.App.4th 224, 250 (2001), disapproved of on other grounds by *Hernandez v. Restoration Hardware, Inc.*, 4 Cal.5th 260, 269-270 (2018); *see also 7-Eleven Owners for Fair Franchising v. Southland Corp.*, 85 Cal.App.4th 1135, 1150 (2000) ("the merits of the underlying class claims are not a basis for upsetting the settlement of a class action; the operative word is 'settlement.'"). The relevant circumstances include the strengths and weaknesses of plaintiffs' claims and the risks they faced in litigation. *7-Eleven*, 85 Cal.App.4th at 1146.

Here, Plaintiffs presented sufficient information at preliminary approval regarding the number of class members and an estimate of the maximum value of each of the claims alleged. *See* Yslas MPA Decl. at ¶¶ 13-18. Plaintiffs have also described in detail the risks the Class faced in litigation and the strengths and weaknesses of each of the claims. *See id.* Plaintiffs noted potential difficulties in obtaining class certification and succeeding on the merits at trial. *See id*. The factual record here is sufficiently developed to allow the Court to independently satisfy itself "that the consideration being received for the release of the class members' claims is reasonable in light of the strengths and weaknesses of the claims and the risks of the particular litigation." *Munoz v. BCI Coca-Cola Bottling Co. of Los Angeles*, 186 Cal.App.4th 399, 410 (2010).

C. The Amount Offered in Settlement

The Settlement provides a $295,000.00 Gross Settlement Amount ("GSA") to be distributed among the 167 Class Members who did not opt out as of the date of this filing. Lee

Decl. at ¶¶ 11, 13. The Gross Settlement Amount will be used to pay Class Counsel's attorneys' fees and costs, Plaintiffs' Class Representative Service Payments, and Phoenix Settlement Administrators ("Phoenix") for its administration of the Class Notice and settlement funds. *Id*. at ¶ 13. The Settlement also allocates $29,500.00 from the Gross Settlement Amount to civil penalties under PAGA. *See* Settlement at ¶ 21; *see also* Lee Decl. ¶ 15. After all deductions are made, the Net Settlement Amount will be $126,308.92, which will be distributed to Participating Class Members according to the number of weeks they worked for Defendant during the Class Period. *See* Settlement at ¶ 43; *see also* Lee Decl. ¶¶ 11, 13.

The Settlement Administrator has calculated a total of 11,177 workweeks in the Class Period. Lee Decl. at ¶ 11. As a result, the average recovery for Participating Class Members is $756.34, and the highest payout is $3,499.88. *Id*. at ¶ 14. Weighing the potential value of the class claims against the risk and expense of trial, the Settlement provides sufficient relief in light of the potential risks associated with seeking a class judgment.

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

Class Counsel sufficiently investigated the alleged claims, applicable law, and potential defenses. *See* Yslas MPA Decl. at ¶ 9. Specifically, Class Counsel assessed the value of the claims using data and documents provided by Defendant in informal discovery, which included policy documents and timekeeping and payroll records. *See id*. Following a complete analysis of this information, the Parties attended mediation on February 25, 2025, with an experienced mediator. *Id*. at ¶ 5. The Parties were able to reach an agreement and spent the next several months negotiating the terms of the Settlement. *Id*. at ¶ 6.

E. The Experience and Views of Counsel

Plaintiffs are represented by Wilshire Law Firm, PLC. Declaration of John G. Yslas in Support of Motion for Final Approval of Class Action and PAGA Settlement ("Yslas MFA Decl.") at ¶ 3. Class Counsel prosecute wage and hour cases, including class and representative actions. *Id*. at ¶¶ 4, 5. Class Counsel has litigated many wage and hour cases and has successfully resolved cases involving similar issues presented in this matter. *Id*. at ¶¶ 4-15. Class Counsel has negotiated a settlement here that they believe is fair, reasonable, and adequate based on their prior experience litigating these types of cases. *Id*. at ¶ 23.

F. The Presence of a Government Participant

The LWDA has received the required notice of this Settlement. *Id*. at ¶ 24. On December 28, 2023, Plaintiffs provided notice to the LWDA of the specific provisions of the Labor Code alleged to have been violated. Yslas MPA Decl. at ¶ 4. The Settlement provides for the payment of $29,500.00 in civil penalties, 75% of which ($22,125.00) will be paid to the LWDA, and 25% of which ($7,375.00) will be paid to PAGA Members based on the number of pay periods worked during the PAGA Period. *See* Lee Decl. at ¶ 13; *see also* Settlement at ¶¶ 21, 43(b). Plaintiffs submitted a copy of the Joint Stipulation of Class Action and PAGA Settlement and Release to the LWDA. Yslas MPA Decl. at ¶ 7, Exhibit 2. The LWDA has not responded to or objected to the Settlement. Yslas MFA Decl. at ¶ 24.

G. The Reaction of Class Members to the Proposed Settlement

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

When the Court granted preliminary approval, it also approved the method of providing notice to Class Members. Following a search of the National Change of Address database, Phoenix mailed the Class Notice to all Class Members on November 26, 2025. Lee Decl. at ¶¶ 4, 5. The Class Notice informed Class Members of the terms of the Settlement, the amount of their individual settlements and how those amounts were calculated, their right to either participate in the Settlement, opt out of it, object to it, or dispute the amount of their individual settlement payment, the procedures and deadlines to submit an opt out, objection, or dispute, and the date, time, and place of the hearing on Plaintiffs' Motion for Final Approval and instructions to be heard at the hearing. *Id.* at ¶ 5, Exhibit A. Here, in response to the Class Notice, no Class Members have opted out of the Settlement and no Class Members have objected to the Settlement. *Id*. at ¶¶ 8, 9. Class Members' favorable response to the Settlement further supports final approval.

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

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

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

The ultimate purpose of the percentage-of-recovery method is to "spread the attorney fee among all the beneficiaries of the fund." *Id*. at 503. The California Supreme Court recognized that the percentage-of-recovery method has many advantages, "including relative ease of calculation, alignment of incentives between counsel and the class, a better approximation of market conditions in a contingency case, and the encouragement is provides counsel to seek an early settlement and avoid unnecessarily prolonging the litigation [citation] . . ." *Id*.

The requested fee award (33 1/3% or one-third of the GSA) 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%). Therefore, the percentage-of-recovery method should be utilized to approve the requested fee.

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

Although *Laffitte* makes clear that a lodestar cross-check is not required, Class Counsel's lodestar supports the reasonableness of the requested fee. The lodestar is determined by multiplying the number of hours reasonably expended by the reasonable hourly rate. *PLCM Group, Inc. v. Drexler*, 22 Cal.4th 1084, 1095 (2000). The lodestar figure may then be adjusted, based on consideration of factors specific to the case, in order to fix the fee at the fair market value for the legal services provided." *Id*. The factors that can be considered include "the nature of the litigation, its difficulty, the amount involved, the skill required in its handling, the skill employed, the attention given, the success or failure, and other circumstances in the case." *Melnyk v. Robledo*, 64 Cal.App.3d 618, 623-624 (1976) (citations omitted).

Additionally, Courts utilize "multipliers" to account for the risk of taking on cases where there is no guarantee of recovery, uncertainties as the amount that will be recovered, uncertainty as to the cost of litigating the case (both in effort and expenses), and uncertainty about how much time will pass before the recovery is obtained. *Ketchum v. Moses*, 24 Cal.4th 1122, 1132-33 (2001); *see also Serrano v. Priest*, 20 Cal. 3d 25, 48-49 (1977) (approving the adjustment of the lodestar figure based on factors specific to the case to ensure fair market value for legal services provided on a contingency basis). Application of that rule is particularly appropriate where the case is brought to redress important rights of vulnerable persons. *Ketchum*, 24 Cal.4th at 1133.

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

WLF's current lodestar reflects the efficiencies achieved by attorneys experienced in this field with 228.0 hours of work resulting in $195,635.00 in fees. Yslas MFA Decl. at ¶ 20. This amount surpasses the requested fee award of $98,333.33, resulting in a negative multiplier. *Id*. at ¶ 21. This amount does not include the time Class Counsel will spend at the final approval hearing and assisting the Settlement Administrator following final approval. *Id*. WLF dedicated significant resources to this case by dividing the tasks required according to skill level. *Id*. The hours expended by each attorney were not duplicative and reflect the extensive investigation and analysis that was required to achieve this Settlement. *Id*. This time could have been spent on other potentially lucrative cases. *Id*. WLF's lodestar reflects the efficiencies achieved by attorneys experienced in this field. *Id*.

Considered against the risks of continued litigation, and the importance of advocating for employment rights and a speedy recovery, the relief provided under the Settlement represents a very strong result for the Class. Class Counsel's fee request is fair and reasonable and should be approved. Accordingly, Class Counsel respectfully requests the Court approve their $98,333.33 fee request.

C. Class Counsel's Rates are Similar to Those Approved by California Courts in Comparable Cases

Class Counsel's hourly rates are comparable to those charged by other class action plaintiffs' counsel and the firms defending class actions. Yslas Decl. at ¶ 16. Class Counsel's rates are well within the range of hourly rates that the Los Angeles legal marketplace would compensate counsel for similar services accomplishing similar results. *Id*. For example, in *Bronshteyn v. State of California*, Los Angeles County Superior Ct. No. 19SMCV00057, Order Granting Plaintiff's Motion for Statutory Attorneys' Fees and Costs filed March 30, 2023, an employment action brought by two small law firms (Levy, Vinick, Burrell & Hyams LLP and Law Offices of Wendy Musell), the court found that counsel's 2022 hourly rates of $1,100 and $1,000 per hour were reasonable for the plaintiff's five senior attorneys, including $1,000 per hour for the plaintiff's 23-year lead counsel and $850 per hour for a senior associate. *Id*. These rates were then augmented by a 1.75 lodestar multiplier and affirmed by the California Court of Appeals. *Id*. The rates (and multiplier) requested here are well in line with those found reasonable in *Bronshteyn*. In *Tran v. Golden State FC LLC*, *et al*. (LASC Case No. BC699931), Fee Order filed 4/8/2022, the court found hourly rates of $1,300 per hour reasonable for plaintiff's 32-year attorney and $1,000 per hour reasonable for a 14-year attorney. *Id*. The modest 1.081 multiplier requested here is even more compelling given PAGA counsel represents approximately 1,147 PAGA Members. *Id*.

Class Counsel has also been approved as class counsel by courts in California. Yslas Decl. at ¶ 17. *See,* e.g., *Matthew Veliz v. DrinkPak, LLC*, Los Angeles County Superior Court, Case No. 22STCV37384, *Ismael Villegas-Sanchez v. COE Orchard Equipment, Inc.*, Sutter County Superior Court, Case No. CVCS22-0002261; *Jessica Bronsal v. PTI Technologies Inc.*, Ventura County Superior Court, Case No. 202200570361CUOE; *Miguel A. Vigil Ruiz v. The De Ruosi Group, LLC*, San Joaquin County Superior Court, Case No. STK-CV-UOE-2022-8780; *Gutierrez v. Top Drawer Merch, LLC et al*, Los Angeles County Superior Court, Case No. 23STCV04299; *Wing v. Road Machinery, LLC et al*, Kern County Superior Court, Case No. BCV-22-102896; *Hernandez v. SGPS Showrig Los Angeles, Inc.*, Los Angeles County Superior Court, Case No. 22STCV28155; *Azevedo v. Tulare Nursing & Rehabilitation Hospital, Inc.*, Tulare County Superior Court, Case No. VCU293325; *Haser v. Universal Chain of California, Inc.*, Sacramento County Superior Court, Case No. 34-2022-00332268; *Caldera v. Performance Online, Inc. et al*, Riverside County Superior Court, Case No. CVRI2306013; *Goosby v. CiminoCare, Inc.*, Sacramento County Superior Court, Case No. 34-2022-00329033; *Rooks v. Hot Cakes Restaurant Group, Inc.*, San Joaquin County Superior Court, Case No. STK-CV-UOE-2022-11056; *Garcia v. Compassionate Heart*, Orange County Superior Court, Case No. 30-2022-01294409-CU-OE-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 Francsico 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 Plaintiff's Counsel in the instant case. Yslas Decl. at ¶ 18. *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 Kurges 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. Bils ($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. Bils ($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. Bils ($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. Bils ($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*.

The total hours expended on this action were reasonable and in line with comparable cases. *Id*. Yslas Decl. at ¶ 17. Class Counsel spent approximately 228.0 hours prosecuting this action, resulting in a lodestar of $195,635.00. *Id*. at ¶ 20. This amount surpasses the requested fee award of $98,333.33, resulting in a negative multiplier. *Id*. at ¶ 21. PAGA Counsel dedicated significant resources to this case by dividing the tasks required according to skill level. *Id.* The hours expended by each attorney were not duplicative and reflect the extensive investigation and analysis that was required to achieve this Settlement. *Id*.

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

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

The Settlement permits Class Counsel to seek reimbursement of litigation costs in an amount up to $35,000.00. The actual costs incurred are $22,857.75, as such Class Counsel is seeking reimbursement of $22,857.75. *Id*. at ¶ 22, Exhibit 1. Since Class Counsel's costs do not exceed the maximum of $35,000.00, the remaining $12,142.25 will revert to the Net Settlement Amount. *Id*. These costs were reasonable and necessary to prosecute this case and obtain the results achieved. *Id*.

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

Plaintiffs also request that they be awarded a service payment of $5,000.00 each ($10,00.00 total) for their role in obtaining the Settlement. In evaluating a service payment, the Court may consider: "(1) the risk, both financial and otherwise, the class representative faced in bringing the suit; (2) the notoriety and personal difficulties encountered by the class representative; (3) the amount of time and effort spent by the class representative; (4) the duration of the litigation; and (5) the personal benefit received by the class representative as a result of the litigation." *Golba v. Dick's Sporting Goods, Inc.*, 238 Cal.App.4th 1251, 1272 (2015); *Clark v. American Residential Services, LLC*, 175 Cal.App.4th 785, 804 (2009).

Here, Plaintiffs faced risk in bringing this lawsuit, notoriety and personal difficulties, and expended time and effort on this litigation which has been pending for over two (2) years. Plaintiffs should be adequately compensated for their role in obtaining in this Settlement.

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

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

The Parties agreed to hire Phoenix as the Settlement Administrator in this case and the Court approved this choice at preliminary approval. The Settlement Administrator was responsible for updating Class Members' mailing addresses, mailing the Class Notice to each Class Member, calculating Class Members' workweeks, and responding to Class Member questions. *See* Lee Decl. at ¶ 2. Following final approval, Phoenix's duties will continue in order to calculate and to mail the settlement payments to Class Members, disburse other payments as ordered by the Court, and perform such other duties described in the Settlement. *Id*. The requested amount of $8,000.00 for services rendered and to be rendered is therefore fair and reasonable.

VII. CONCLUSION

Based on the foregoing, Class Counsel respectfully requests that the Court grant final approval of the Class Action and PAGA Settlement, approve Class Counsel attorneys' fees in the amount of $98,333.33 and reimbursement of litigation costs in the amount of $22,857.75, the Class Representative Service Payments to Plaintiffs in the amount of $5,000.00 each ($10,000.00 total), civil penalties under PAGA in the amount of $29,500.00, and $8,000.00 to Phoenix for its settlement administration expenses.

Dated: January 27, 2026 **WILSHIRE LAW FIRM, PLC**

By: /s/Courtney M. Miller
Courtney M. Miller
Attorneys for Plaintiffs