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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ALAMEDA

MICHAEL CASTRO, an individual and on behalf of all others similarly situated;

Plaintiff,

vs.

BRITE NITES, INC., an Utah corporation; and DOES 1 through 50,

Defendants.

Case No.: 24CV061873

[Assigned for All Purposes to:
Hon. Somnath Raj Chatterjee, Dept. 21]

NOTICE OF MOTION AND MOTION FOR FINAL APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT, ATTORNEY'S FEES AND COSTS, AND SERVICE AWARD; MEMORANDUM OF POINTS AND AUTHORITIES

(Filed Concurrently with Supporting Declarations and [Proposed] Judgment and Order)

DATE: December 15, 2026
TIME: 2:30 p.m.
DEPT: 21
RESERVATION ID: 872032357444

Action Filed: January 30, 2024
Trial Date: Not Set

THE HONORABLE COURT, ALL PARTIES, AND THEIR ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE that pursuant to Rule 3.769 of the California Rules of Court and California Code of Civil Procedure § 382, on December 15, 2026 at 2:30 p.m. in Department 21 of the Rene C. Davidson Courthouse, Alameda County Superior Court, located at 1225 Fallon Street Oakland, CA 94612, Plaintiff Michael Castro ("Plaintiff") individually and on behalf of a class of similarly situated individuals, will and hereby do move this Court for entry of an Order:

1. Granting final approval of the Settlement;

2. Approving distribution of the settlement funds to the Class Members pursuant to the terms of the Settlement;

3. Approving distribution of PAGA penalties to the LWDA and Aggrieved Employees pursuant to the terms of the Settlement;

4. Approving Plaintiff's request for Service Award of $7,500.00;

5. Approving Plaintiff's request for an award of attorneys' fees to Class Counsel of 33 1/3% of the Settlement Fund, totaling $100,000.00;

6. Approving Plaintiff's request for reimbursement of litigation costs of $7,940.96;

7. Approving Plaintiff's request for payment of settlement administration costs to Apex Class Action LLC in the amount of $9,126.00; and

8. That the Court enter final judgment as to all members of the Class in this action.

This Motion is made pursuant to Rule 3.769 of the California Rules of Court, which provides for court approval of the settlement of a purported class action and allows the Court to grant final certification of a class for settlement purposes. In light of the overwhelmingly positive response, as shown by the lack of any objections or opts-out, there is no question that the settlement is fair, reasonable, and adequate and thus should be granted final approval.

This Motion is based on this Notice of Motion; the attached Memorandum of Points and Authorities; the supporting declarations of William C. Sung, Norma Ayala of Apex Class Action LLC, Plaintiff Michael Castro, and the exhibits attached thereto; the Agreement and Amendment; the pleadings, and other papers filed in this Action; and on any further oral or documentary evidence or argument presented at the time of the hearing.

Respectfully submitted,

DATED: November 10, 2026

JUSTICE FOR WORKERS, P.C.



By: _____

William C. Sung
Tiffany L. Luu
Joseph C. Ramli
Attorneys for Plaintiff MICHAEL CASTRO

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MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

This is a wage and hour class and representative PAGA action arising from Defendant Brite Nites, Inc.'s ("Defendant") alleged violations of the California Labor Code. Prior to the settlement of this Action, Plaintiff Michael Castro ("Plaintiff") and Defendant (collectively, "Parties") thoroughly investigated the facts relating to the claims alleged in the operative First Amended Complaint against Defendant. The Parties engaged in pre-mediation formal and informal discovery, including time and payroll records for a 50% sampling of Class Members. Thereafter, the Parties participated in a full day of private mediation and were ultimately able to reach the current settlement on a class and PAGA representative basis.

The terms of the settlement provide that Defendant shall pay a Settlement Fund of $300,000.00. On average, each of the 119 Participating Class Members will receive approximately $1,348.18. The Parties believe that this amount is fair, adequate, and reasonable, especially given the risks and uncertainty of class certification and the merits of this case.

Further, notice of the settlement was provided to the class by the Administrator in the manner approved by the Court. As of the filing of the Motion, Class Members did not submit a single objection or request for exclusion. Thus, there is a **100%** participation rate. With full support of the Class, the Parties respectfully request that the Court grant final approval of the Settlement.

II. THE PAYMENTS TO THE SETTLEMENT CLASS & AGGRIEVED EMPLOYEES

The Settlement provides for a Settlement Fund of $300,000.00. Declaration of William C. Sung ("Sung Decl."), ¶ 2, Exh. 1 - Agreement, § X.E.[1]. The entire Settlement Fund is non-reversionary and no monies will revert back to Defendant. *Ibid*. The Class is defined as: "All current and former independent contractors who performed work for Brite Nites, Inc. in California during the Class Period of January 30, 2020 through November 13, 2025." Agreement, §§ I.C., I.I.

Due to Defendant's financial condition, the Parties agreed that Defendant will fund the Settlement Fund by making three annual contributions of $100,000.00 into an escrow account

[1] The Amended Stipulation and Settlement of Class and PAGA Claims ("Agreement") is attached as **Exhibit 1** to the Sung Decl. The Court's Order Granting Preliminary Approval of Class Action and PAGA Settlement ("Preliminary Approval Order") is attached as **Exhibit 2** to the Sung Decl.

maintained by the Administrator and to make two settlement distributions. Sung Decl., ¶ 3. Defendant has timely deposited the first $100,000.00 into the escrow account. *Ibid.*

The Settlement Fund will be funded based on the following schedule: on or before January 31, 2026 ("Funding Payment One"); on or before January 31, 2027 ("Funding Payment Two"); and on or before January 31, 2028 ("Funding Payment Three"), and Defendant shall also fund the amounts necessary to fully pay Defendant's share of payroll taxes by transmitting the funds to the Administrator no later than January 31, 2027 so that all Individual Settlement Awards can be distributed in the first settlement distribution. Agreement, §§ I.L., X.E.

Within twenty-one (21) calendar days of Funding Payment Two, the Settlement Administrator will distribute all monies in the Settlement Fund by paying out, in the following order until the funds are exhausted: (1) all Individual Settlement Awards to the Participating Class Members, (2) all Individual PAGA Awards to Aggrieved Employees, (3) PAGA penalties to the LWDA, (4) the Named Plaintiff's Service Award, (5) Class Counsel's litigation costs, and (6) Class Counsel's attorney's fees. Agreement, § X.F.12. Within twenty-one (21) calendar days of January 31, 2028, the Settlement Administrator will distribute all remaining monies in the Settlement Fund. *Ibid.* Class Counsel will take their fees from the last distribution. *See ibid.*

There are 119 Participating Class Members. Declaration of Norma Ayala ("Admin Decl."), ¶ 20. The Payout Fund is estimated to be $160,433.04 and is based on:

Settlement Fund	**$300,000.00**
Less Fees Award	($100,000.00)
Less Costs Award	($7,940.96)
Less Service Award	($7,500.00)
Less PAGA Penalties	($15,000.00)
Less Settlement Administration Costs	($9,126.00)
Payout Fund	**$160,433.04**

Admin. Decl., ¶ 21.

Pursuant to the terms of the Settlement, Participating Class Members will receive a proportionate share of the Payout Fund based on the total number of Workweeks worked during the Class Period. Agreement, § X.E.2.b(2). Based on settlement calculations at this time, the estimated average payment to each Class Member will be **$1,348.18,** with the highest payment to a Class Member estimated to be **$8,639.63**, lowest payment to a Class Member estimated to be **$119.99**. Admin. Decl., ¶ 22.

The Settlement allocates $15,000.00 to PAGA penalties ("PAGA Penalties"), of which 35% or $9,750.00 shall be paid to the Labor and Workforce Development Agency ("LWDA"), and 65% or $5,250.00 to Aggrieved Employees. Sung Decl., ¶ 2, Exh. 2 - Preliminary Approval Order, p. 1. Aggrieved Employees will receive a proportionate share of $7,500.00 based on the number of Pay Periods worked during the PAGA Period. Agreement, § X.E.2.f. Based on the estimated calculations at this time, the average Individual PAGA Award to each Aggrieved Employee is estimated to be $51.98, the highest payment is estimated to be $315.86, the lowest payment is estimated to be $4.79. Admin. Decl. ¶ 24.

III. CLASS MEMBERS WERE PROVIDED PROPER NOTICE OF THE SETTLEMENT

On June 29, 2025, the Administrator received the Class Data from Defense Counsel that included 118 Class Members (one Class Member was later added). Admin Decl., ¶¶ 5, 19. However, the Class Data did not include Social Security Numbers ("SSNs") for any of the Class Members, which resulted in additional services from the Administrator. Admin Decl., ¶ 5. The Administrator was able to locate SSNs for 67 Class Members through skip-tracing, and with the Parties' approval, mailed a one-page "Request to Contact Apex" in English and Spanish to those Class Members as well as sent emails in English and Spanish those who had email addresses, in order to obtain their SSNs. Admin Decl., ¶¶ 6, 9, 10, Exh. B – Request to Contact Apex Email Exh. C – Request to Contact Apex Letter. Through this outreach, the Administrator received an additional 6 SSNs from Class Members. Admin Decl., ¶ 18. The skip-tracing and additional mail and email outreach efforts were not originally budgeted and increased the administration costs by $436.00 to $9,126.00. Admin Decl., ¶ 26, Exh. D – Updated Admin Invoice.

The Administrator conducted an address verification against the National Change of Address database. Admin Decl., ¶ 7. On or about September 3, 2026, the Administrator mailed the Class Notice via first class mail to each of the persons identified in the class list. Admin Decl. ¶ 8, Exh. A – Class Notice. As part of the administration process, 13 Class Notices were returned, the Administrator successfully remailed 9 Class Notices after conducting a skip trace. Admin Decl. ¶ 11. Thus, the Class Notice was delivered to approximately 97% of the Class. *See ibid.*

The Class Notice in English and Spanish provided Class Members with Class Counsel's contact information, where they could further seek information regarding the Settlement, leave questions for the

Administrator, and update their address. Admin Decl., ¶ 8, Exh. A – Class Notice Packet. The Response Deadline was November 2, 2026. Admin Decl., ¶ 14. Notably, no Class Member objected to the Settlement, disputed their Workweeks or Pay periods, or requested exclusion, resulting in a **100%** participation rate. Admin Decl., ¶¶ 15-17.

The provision of sending the notice to Class Members as described above meets the requirements for the "best notice practicable" in this case as necessary to protect the due process rights of Class Members. *See Phillips Petroleum Co. v. Shutts* (1985) 472 U.S. 797, 811-12 (provision of "best notice practicable" with description of the litigation and explanation of opt-out rights satisfies due process); *Eisen v. Carlisle & Jacquelin* (1974) 417 U.S. 156, 174-75 (individual notice must be sent to class members who can be identified through reasonable means). Here, Class Members were provided with a mailing regarding the Settlement that explained the settlement and allowed Class Members to seek information, ask questions, and object, if so desired. As such, proper notice has been given to the Class. The Court may proceed to determine the fairness and adequacy of the settlement and enter its Order granting final approval, secure in the knowledge that all absent Class Members have been given the opportunity to participate fully in the claims, exclusion, and the approval process.

IV. THE SETTLEMENT TERMS ARE FAIR, ADEQUATE, AND REASONABLE

A. The Terms, Negotiation, and Reception of the Settlement by Class Members Support the Conclusion that the Settlement is Fair, Adequate, and Reasonable

As explained by the Court of Appeal in *Kullar v. Foot Locker Retail, Inc*. (2008) 168 Cal.App.4th 116, 130, 133, a class action settlement should be approved when the plaintiff has conducted sufficient discovery and the settlement is reasonable in light of the strengths of the plaintiff's claims. As discussed in the Motion for Preliminary Approval, Class Counsel have conducted extensive formal and informal discovery and investigation and, in light of the strength and weaknesses of Plaintiff's claims, Class Counsel submits that this settlement is fair pursuant to *Kullar*.

The Settlement was the product of a full day mediation and months of post-mediation negotiation between highly able and experienced attorneys on both sides. *See* Sung Decl., ¶¶ 4-6. In addition, the resolution of this case was reached only after the production of data relevant to the potential value of the claims. Sung Decl., ¶ 4. Defendant produced (1) a class list identify Class Members' positions, dates of

first payment and last payment, and work location; (2) a 50% sampling of time and payment records of Class Members; and (3) documents related to Defendant's financial condition. *Ibid.*

Based on the data provided by Defendant, Class Counsel performed a comprehensive damage analysis and calculated a range of potential damages and penalties. Sung Decl., ¶ 5. As discussed in detail in Plaintiff's Motion for Preliminary Approval, Class Counsel estimated that the potential realistic recovery for the Class would be approximately $686,806.26. Sung Decl., ¶ 7. The proposed Settlement of $300,000.00 represents approximately 43.68% of the reasonably forecasted recovery for the Class. *Ibid.* Preliminary approval is appropriate since the Settlement will provide significant monetary relief to the Class, which is consistent with what Class Counsel believes could have been recovered had the case proceeded through trial. *Ibid.*

The results after mailing of the Class Notice further support confirmation of the Court's preliminary approval of the settlement with final approval of the settlement, as evidenced by the fact that not a single Class Member objected to the Settlement or opted out. The Court may appropriately infer that the class action settlement is fair, adequate, and reasonable when, among other reasons, few, or no class members object to it. *See Class Plaintiffs v. City of Seattle* (9th Cir. 1992) 955 F.2d 1268, 1291; *Churchill Vill. LLC v. Gen. Elec.* (9th Cir. 2004) 361 F.3d 566, 577 (approving settlement with 45 objections and 500 opt-outs from a 90,000-person class, representing 0.05% and 0.56% of the class, respectively); *Chun–Hoon v. McKee Foods Corp*. (N.D. Cal. 2010) 716 F.Supp.2d 848, 852 (where 16 of 329 class members opted out, court found that positive class reaction "strongly supports settlement"). Here, the lack of any objections and opt-outs to this Settlement is an indication that Class Members themselves view the settlement as fair, adequate, and reasonable.

B. <u>Under Well-Established Legal Principles, the Court Should Grant Final Approval</u>

1. Standard of Review

On a motion for final approval of a class action settlement under California Code of Civil Procedure section 382 and California Rule of Court 3.769, a court's inquiry is whether the settlement is "fair, adequate and reasonable." *Officers for Justice v. Civil Serv. Comm'n* (9th Cir. 1982) 688 F.2d 615, 625, *cert. denied subnom*., *Byrd v. Civil Serv. Comm'n* (1983) 459 U.S. 1217. A settlement is fair, adequate, and reasonable, and therefore merits final approval, when "the interests of the class are better

served by the settlement than by further litigation." *See Manual for Complex Litigation, Fourth*, § 21.6 at 309 (Fed. Jud. Ctr., 4th ed. 2004 ("*Manual*"). The law favors settlement, particularly in class actions and other complex cases, where substantial resources can be conserved by avoiding the time, cost, and rigors of formal litigation. *See* Alba Conte & Herbert B. Newberg, *4 Newberg on Class Actions* § 11.41 (4th ed. 2002); *Class Plaintiffs* 955 F.2d 1268 at 1276; *Van Bronkhorst v. Safeco Corp*. (9th Cir. 1976) 529 F.2d 943, 950.

Although a court possesses "broad discretion" in determining that a proposed class action settlement is fair, the court's role must be limited to the extent necessary to reach a reasoned judgment that the agreement is not the product of fraud or overreaching by, or collusion between, the negotiating parties, and that the settlement, taken as a whole, is fair, reasonable, and adequate to all concerned. *See Officers for Justice*, 688 F.2d at 625. A court should give due regard to what is otherwise a "private consensual agreement" between the parties. *Ibid*.; *see also Church v. Consolidated Freightways, Inc*. (N.D. Cal. 1993) 1993 WL 149840; *In re Wash. Pub. Power Supply Sys. Sec. Litig*. (D. Ariz. 1989) 720 F.Supp. 1379, *aff'd sub nom., Class Plaintiffs*, 955 F.2d 1268; *Manual* for Complex Litigation, § 21.6 at 309 ("The judicial role in reviewing a proposed settlement is critical, but limited to approving the proposed settlement, disapproving it, or imposing conditions on it. The judge cannot rewrite the agreement").

A court's approval of a class action settlement will only be reversed for a clear abuse of discretion. *See Dunk v. Ford Motor Co*. (1996) 48 Cal.App.4th 1794, 1801; *Officers for Justice*, 688 F.2d at 626 ("reverse only upon a strong showing that the district court's decision was a clear abuse of discretion"); *Class Plaintiffs*, 955 F.2d at 1276; *Ackerman v. Kassar* (9th Cir. 1993) 1993 WL 326453; *Linney v. Cellular Alaska P'ship* (9th Cir. 1998) 151 F.3d 1234, 1238. As the Court of Appeals cautioned:

> "It cannot be overemphasized that neither the trial court in approving the settlement nor this Court in reviewing that approval have the right or duty to reach any ultimate conclusions on the issues of fact and law which underlie the merits of the dispute. It is well settled that in the judicial consideration of proposed settlements, 'the [trial] judge does not try out or attempt to decide the merits of the controversy,' [citation] and the appellate court 'need not and should not reach any dispositive conclusions on the admittedly unsettled legal issue."

7-Eleven Owners for Fair Franchising v. Southland Corp. (2000) 85 Cal.App.4th 1135, 1146.

2. The Settlement is Presumed to Be Fair

The Court should begin its analysis with the presumption that the settlement is fair:

> [A] presumption of fairness exists where: (1) the settlement is reached through arm's-length bargaining; (2) investigation and discovery are 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.

Dunk, 48 Cal.App.4th at 1802; *7-Eleven Owners for Fair Franchising*, 85 Cal.App.4th at 1146.

The Settlement warrants approval and carries a presumption of fairness. As previously noted in the Motion for Preliminary Approval, this Settlement was negotiated at arm's length and with the assistance of a neutral mediator. Furthermore, Class Counsel is highly experienced in this type of litigation. As shown in the supporting declarations, Class Counsel has significant experience in class actions and employment wage and hour matters. Sung Decl., ¶¶ 8-11.

3. The Risks Inherent in Continued Litigation Favor Final Approval

To assess the fairness, adequacy and reasonableness of a class action settlement, the Court also should weigh the immediacy and certainty of substantial settlement proceeds against the risks inherent in continued litigation. *See also, In re General Motors Corp*. (3d Cir. 1995) 55 F.3d 768, 806 ("present value of the damages plaintiffs would likely recover if successful, appropriately discounted for the risk of not prevailing, should be compared with the amount of the proposed settlement"); *Boyd v. Bechtel Corp*. (N.D. Cal. 1979) 485 F.Supp. 610, 616-17.

Here, Defendant has presented defenses to all of Plaintiff's claims and theories of liability. Sung Decl., ¶ 12. First, Defendant argued it is in financial distress and this defense applies to all claims. *Ibid*. For mediation, Defendant produced its corporate tax returns for years 2020 to 2023 and Balance Sheets for years 2022 to 2024. *Ibid.* The tax returns revealed a business with modest profits and high cash flow issues for most of the year. *Ibid.* Based on Class Counsel's review of Defendant's financial records, Class Counsel does not believe Defendant has the financial capability to fund a substantial class settlement. *Ibid.* As such, Class Counsel's strong understanding of Defendant's financial condition guided Class Counsel's valuation of the Action as well as the terms of the Settlement. *Ibid.*

As to all claims, Plaintiff alleged Defendant misclassified him and Class Members as independent contractors under the ABC Test. Sung Decl., ¶ 13; *see* Lab. Code § 2750.3(a)(1).

Specifically, Plaintiff contended that Class Members were subject to Defendant's control and direction in the performance of their holiday décor installation work; they performed work within the usual course of Defendant's business—i.e., installation of holiday decorations; and they were not engaged in an independently established trade, occupation, or business. Sung Decl., ¶ 13. In response, Defendant contended that it properly classified Class Members as independent contractors because it did not control or direct how Class Members installed holiday décor; like Uber, Defendant merely connected contractors to clients who wanted to install holiday decorations; and these independent contractors were engaged in an independently established trade of installing decoration during the holiday seasons. *Ibid.*

Plaintiff contended that Class Members regularly worked more than 8 hours in a shift but were not paid any overtime premiums. Sung Decl., ¶ 14. In response, Defendant argued that Class Members were properly classified as independent contractors and not entitled to overtime pay. *Ibid.*

Plaintiff alleged that Class Members were often not provided with meal and rest periods. Sung Decl., ¶ 15. In response and in addition to the arguing it properly classified Class Members as independent contractors, Defendant contended that it did not have any policy or practice against meal and rest breaks and Class Members were free to schedule and take their breaks while on jobs. *Ibid.* As such, Defendant maintained Plaintiff's meal and rest period claims were not suited for class certification since individual inquiries would be needed to assess which Class Members, if any, took non-compliant meal or rest periods, how many meal or rest periods were non-compliant, and the reasons why a particular Class Member did not take a meal or rest period on a particular shift. *Ibid.*

Plaintiff alleged that he was required to use his personal cellphone to clock in and out on an application and to communicate with Defendant regarding his jobs. Sung Decl., ¶ 16. In response, Defendant argued that Class Members were properly classified as independent contractors and not entitled to business expense reimbursement. *Ibid.*

As a result of the misclassification and unpaid wages and meal and rest period premium wages described above, Plaintiff contended that Defendant failed to comply with its final pay obligations set forth in Labor Code §§ 201 to 203 to former employees and failed to issue any itemized wage statements to Class Members as set forth in Labor Code § 226(a). Sung Decl., ¶ 17. Thus, the claims for waiting time and wage statement penalties are derivative of the underlying claims. *Ibid.* Defendant argued that

Defendant possessed strong, good faith defenses to Plaintiff's underlying claims and these claims cannot meet the willfulness standard in Labor Code § 203 or the knowing and intentional standard in Labor Code § 226(e). Sung Decl., ¶ 17. Defendant relied on the California Supreme Court decision in *Naranjo v. Spectrum Security Services, Inc.* (2024) 15 Cal.5th 1056, 1065, which held that an employer's good-faith defenses precludes a "willfulness" finding under Labor Code § 203 and a "knowing and intentional" finding under Labor Code § 226(e) for the imposition of statutory penalties. *Ibid.* Defendant further asserts that Plaintiff's waiting time and wage statement penalty exposure was inflated as not every employee experienced the alleged Labor Code violations. *Ibid.*

Plaintiff further contended that, as a result of the foregoing Labor Code violations, Defendant is liable for civil penalties under the PAGA. Sung Decl., ¶ 18. Since Plaintiff's PAGA claims are derivative of Plaintiff's underlying wage claims, Defendant asserted the PAGA claim would fail with those claims. *Ibid; see Price v. Starbucks Corp.* (2011) 192 Cal.App.4th 1136, 1147 ("Because the underlying causes of action fail, the derivative UCL and PAGA claims also fail."). Defendant maintained that, given their good faith defenses, this Court would exercise its discretion to substantially reduce any PAGA penalties if it were to find Defendant liable. Sung Decl., ¶ 18; see Lab. Code § 2699(e)(2) (pre-2024 amendment); *Thurman v. Bayshore Transit Mgmt., Inc.* (2012) 203 Cal.App.4th 1112, 1135 (affirming reduction of PAGA penalties); *Fleming v. Covidien Inc.* (C.D. Cal. 2011) Case No. ED CV10-01487 RGK (OPx), 2011 WL 7563047, at *4 (reducing PAGA penalties by over 82%); Carrington v. Starbucks Corp. (2018) 30 Cal.App.5th 504, 529 (affirming PAGA civil penalty of just $5 per pay period).

The risks of this case were weighed by Class Counsel and should be considered a significant factor by the Court in its determination of final approval. Sung Decl., ¶ 19. Class Counsel obtained a very substantial settlement for the Class that resulted in a fair recovery which at the same time provides for finality and no risk of costs by the Class Members or the Class Representative. *Ibid.* The Settlement also affords the Class prompt, fair relief, while avoiding significant legal and factual battles that otherwise may have prevented the Class from obtaining any recovery at all. *Ibid.* While Class Counsel believe the Class Members' claims are meritorious and can be successfully litigated, they are experienced and fully understand the inherent risks and uncertainty involved with such matters as the

resolution of class certification, the outcome of a potential trial, and the outcome of any appeals that would inevitably follow should the Class prevail at trial. *Ibid.*. Because the Settlement provides immediate and substantial relief, without the attendant risks and delay of continued litigation—not to mention the threat of litigation fees and costs—Class Counsel believe that the Settlement warrants the Court's final approval. *Ibid.*

4. The Complexity, Expense, and Likely Duration of Continued Litigation Against Defendant Favor Final Approval

Another factor considered by courts in approving a settlement is the complexity, expense, and likely duration of the litigation. *See Officers for Justice*, 688 F.2d at 625. In applying this factor, the Court must weigh the benefits of the settlement against the expense and delay involved in achieving an equivalent or more favorable result at trial. *See Nordstrom Com. Cases* (2010) 186 Cal.App.4th 576, 581;*Young v. Katz* (5th Cir. 1971) 447 F.2d 431, 433-434. As noted above and in the Motion for Preliminary Approval, continued litigation could have led to appeals on a number of issues. On the other hand, the settlement that was reached provides to all Class Members – regardless of their means – fair relief in a prompt and efficient manner. Were the Court to deny final approval, the Class Members would be left without a remedy as a practical matter and courts across the State would have to address the issues presented here in a piecemeal, costly, and time-consuming manner. The Settlement is thus consistent with the "overriding public interest in settling and quieting litigation" that is "particularly true in class action suits." *See Van Bronkhorst*, 529 F.2d at 950 (footnote omitted).

5. The Opinion of Experienced Counsel Favors Final Approval

Class Counsel supports the Settlement as fair, reasonable, and adequate, and in the best interest of the Class as a whole. Sung Decl., ¶ 20. Similarly, counsel for Defendant is in favor of this Settlement. *Ibid.* The endorsement of qualified and well-informed counsel of a settlement as fair, reasonable, and adequate is entitled to significant weight by the Court in its final approval determination. *See Officers for Justice*, 688 F.2d at 625; *Boyd*, 485 F.Supp. at 617; *Linney*, 151 F.3d at 1242.

V. THE REQUESTED ATTORNEYS' FEES SHOULD BE APPROVED

In recognition of Class Counsel's significant efforts to obtain this recovery for the Class, Class Counsel request an award of attorney's fees and reimbursement of actual and reasonable litigation costs.

It has long been recognized that where, as here, litigation has created a common fund for the benefit of persons other than the named plaintiff in a lawsuit, courts have the power to award class counsel their reasonable attorney's fees and expenses out of the fund created. *Laffitte v. Robert Half Int'l Inc.* (2016) 1 Cal. 5th 480, 503. In *Laffitte*, the California Supreme Court affirmed this tenet, holding:

> We join the overwhelming majority of federal and state courts in holding that when class action litigation establishes a monetary fund for the benefit of the class members, and the trial court in its equitable powers awards class counsel a fee out of that fund, the court may determine the amount of a reasonable fee by choosing an appropriate percentage of the fund created.

Ibid. (internal citations omitted).

In so doing, the Court recognized the advantages of using the percentage of the common fund method of awarding attorney's fees, including the "relative ease of calculation, alignment of incentives between counsel and the class, a better approximation of market conditions in a contingency case, and the encouragement it provides counsel to seek an early settlement and avoid unnecessarily prolonging the litigation." *Ibid.* The *Laffitte* ruling is consistent with courts nationwide, including the United States Supreme Court, which the California Supreme Court recognized, noting, "[c]urrently, all the circuit courts either mandate or allow their district courts to use the percentage method in common fund cases; none require sole use of the lodestar method [and] [m]ost state courts to consider the question in recent decades have also concluded the percentage method of calculating a fee award is either preferred or within the trial court's discretion in a common fund case." *Id.* at 493-94.

A. The Requested Attorney's Fee Award of a Percentage of the Settlement Fund Is Fair and Reasonable Under the Common Fund Doctrine

Courts have long recognized that when class counsel's efforts result in the creation of a common fund that benefits plaintiffs and unnamed class members, class counsel have an equitable right to be compensated from that fund. *See, e.g., Boeing Co. v. Van Gemert* (1980) 444 U.S. 472, 478; *Laffitte*, 1 Cal.5th at 488-89 (common fund doctrine "long recognized" under California law). In *Laffitte*, the California Supreme Court upheld the trial court's award of one-third of the settlement amount of $19 million with a 2.13 multiplier and affirmed that "empirical studies show the percentage method with a lodestar cross-check is the most prevalent form of fee method in practice." *Id.* at 496-97. In fact, courts have historically awarded between 25% and 50% of the common fund as attorneys' fees class action

settlements. *In re Warner Communications* (S.D.N.Y 1985) 618 F.Supp. 735, 749-50.

Although Class Counsel makes this application on a percentage of the common fund basis, using the lodestar cross-check further demonstrates that the requested fee is extremely reasonable and should be awarded. "A lodestar cross-check . . . provides a mechanism for bringing an objective measure of the work performed into the calculation of a reasonable attorney fee." *Laffitte*, 1 Cal.5th at 504. In determining a lodestar, reasonable hours include, in addition to time spent during litigation, the time spent before the action is filed, including time spent interviewing the clients, investigating the facts and law, and preparing the initial pleadings. *See New York Gaslight Club, Inc. v. Carey* (1980) 447 U.S. 54, 62. Thus, in class actions with a common fund for the benefit of a class, courts have routinely applied an upward multiplier to class counsel's lodestar where the percentage of the settlement is reasonable.

In *Laffitte*, the Court approved a lodestar cross-check that resulted in a 2.13 multiplier because the trial court properly considered the lodestar multiplier factors in determining whether to apply a multiplier, including the difficulty of the issues in the case, the skill of class counsel, the contingent nature of the case, and the preclusion of other employment. *Laffitte*, 1 Cal.5th at 504. In assessing the reasonableness of counsel's fee request, courts considered relevant factors such as the level of skill necessary, time limitations imposed by the client or other limitations, the amount to be obtained in the litigation, the attorney's reputation, and the undesirability of the case. *Ketchum v. Moses* (2001) 24 Cal.4th 1122, 1139. "A more difficult legal question typically requires more attorney hours, and a more skillful and experienced attorney will command a higher hourly rate." *Id.* at 1138-1139. "[I]n assessing a reasonable hourly rate, the trial court is allowed to consider the attorney's skill as reflected in the quality of the work, as well as the attorney's reputation and status." *MBNA America Bank, N.A. v. Gorman* (2006) 147 Cal.App.4th.Supp. 1, 13.

Fee awards in successful wage and hour and other types of class actions typically exceed by multiples the lodestar value of the time spent by counsel. *See e.g. In re Sutter Health Uninsured Pricing Cases* (2009) 171 Cal.App.4th 495, 512 (affirming that multiplier of 2.52 was "fair and reasonable"); *Chavez v. Netflix* (2008) 162 Cal.App.4th 43, 66 (affirming award of fees 2.5 times lodestar in consumer class action); *Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 255 (noting that multipliers can range from 2 to 4 or even higher); *Glendora Cmty. Redev. Agency v. Demeter* (1984) 155

Cal.App.3d 465 (affirming multiplier of 12); *Nat. Gas Anti-Trust Cases I, II, III & IV, No. 4221* (Cal. Super. Ct. Dec. 11, 2006) 2006 WL 5377849, at *4 ("numerous cases have applied multipliers of between 4 and 12 to counsel's lodestar in awarding fees."); *Van Vranken v. Atlantic Richfield Co.* (N.D. Cal. 1995) 901 F.Supp. 294, 299 (holding that a multiplier of 3.6 was well within the acceptable range for fee awards in complicated class action litigation), *see also Newberg on Class Actions*, § 14:03 at 14 (multipliers of up to 4 are common).

Here, Class Counsel request payment of Fees Award in the amount of $100,000.00, representing 33 1/3% of the Settlement Fund. *See* Agreement, § X.E.1. Class Counsel's lodestar to date is **$129,185.00** and **171.5** attorney hours, itemized in the following table:

Name	Laffey Matrix Fee	Actual Billing Rate	Hours Billed	Lodestar
William C. Sung (16th Year Attorney)	$1,019	$900	99.6	$89,640.00
Tiffany L. Luu (6th Year Attorney)	$625	$550	79.90	$39,545.00
		TOTAL	**171.5**	**$129,185.00**

Sung Decl., ¶¶ 21-23. Thus, Class Counsel's requested fee award of $100,000.00 represents a **negative 0.77** lodestar multiplier against their lodestar of $129,185.00. Sung Decl., ¶ 23.

The work performed by Class Counsel include, but are not limited to, meetings with Plaintiff regarding Plaintiff's work experience and status of the litigation, mediation, settlement, and settlement approval; extensive research and analysis into Defendant's corporate background and litigation history and liability theories; draft pre-certification written discovery and meet and confer with Defendant's counsel regarding discovery responses; review and analysis of significant amount of documents produced by Defendant via informal pre-mediation production; extensive telephonic and written meet and confer conferences with Defendant's counsel regarding case management, mediation, settlement documents, and settlement approval; preparation and submission of Plaintiff's PAGA Notice; drafting complaints; preparation of joint reports and attentions of status conferences; drafting written discovery requests; working with an expert data analyst to analyze the records and preparation of a damages model; research and drafting of Plaintiff's mediation brief and participation in mediation; negotiating multiple drafts of the Agreement, Amended Agreement and attachments thereto; research, preparation,

finalization, and filing Motion for Preliminary Approval, supplemental briefing, Motion for Final Approval, and accompanying filings; preparing for and attending hearings on these Motions; and overseeing the notice administration process and distribution of funds. Sung Decl., ¶ 24.

Additionally, Class Counsel estimate they will devote no less than 10 hours, although likely more time, to additional tasks, which are hours not included in the foregoing lodestar total. Sung Decl., ¶ 25. These additional hours will include time spent to obtain and monitor approval of the Settlement and requested awards, oversee the settlement administration process and distribution of funds, respond to inquiries from Class Members, and communicate with Plaintiff regarding the case. *Ibid.*

Class Counsel's requested fee award of $100,000.00 represents a negative 0.77 lodestar multiplier. Sung Decl., ¶ 22. Said multiplier is well below the 2.13 multiplier approved in *Laffitte* and the recognized multiplier range between 2 and 4. *See In re Sutter Health Uninsured Pricing Cases*, 171 Cal.App.4th at 512 (affirming that multiplier of 2.52 was "fair and reasonable"); *Chavez*, 162 Cal.App.4th 43 at 66 (affirming award of fees 2.5 times lodestar in consumer class action); *Wershba*, 91 Cal.App.4th at 255 (noting that multipliers can range from 2 to 4 or even higher).

Furthermore, Class Counsel will take their fees from the last distribution, which is scheduled to be disbursed within **21 days of January 31, 2028**. Agreement, § X.F.12. For these reasons, Class Counsel respectfully requests this Court approve a fee award of $100,000.00.

B. <u>The Requested Fee Award is Fair and Reasonable Under Other Factors</u>

Although no rigid formula applies, an analysis of each of the following "basic factors" that California courts typically consider further supports the reasonableness of a fee request: (1) the result class counsel obtained; (2) the time and labor required of the attorneys; (3) the contingent nature of the case and the delay in payment to class counsel; (4) the extent to which the nature of the litigation precluded other employment by class counsel; (5) the experience, reputation, and ability of the attorneys who performed the services, the skill they displayed in the litigation, and the novelty, complexity and difficulty of the case; and (6) the informed consent of the clients to the fee agreement. *Serrano v. Priest* (1977) 20 Cal.3d 25, 49; *Dunk*, 48 Cal.App.4th at 1810, n.2.

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1. The Results Achieved

Courts have consistently recognized that the results achieved are an important factor to be considered in making a fee award. *Hensley v. Eckerhart* (1983) 461 U.S. 424, 436 ("most critical factor is the degree of success obtained"). Here, because Class Counsel invested significant time and expense successfully prosecuting Plaintiff's claims, significant monetary relief is to be provided to the Class and the excellent results achieved by Class Counsel through this Settlement alone justify the requested fee award. As discussed above, the Settlement Fund of $300,000.00 represented approximately 43.68% of the reasonably forecasted recovery for the Class. Sung Decl., ¶ 7.

The 119 Participating Class Member will receive an average Individual Settlement Award of $1,348.18 from an estimated Payout Fund of $160,433.04. Admin Decl., ¶¶ 21-22. This represents an excellent recovery for the Class considering Defendant's vigorous defense and the risks of continued litigation. Notably, after being provided with notice of the Settlement and the requested Fees Award, there were no objections or opt outs by the Class. Admin Decl., ¶¶ 15-17.

As discussed above, Defendant presented a host of defenses, both legal and factual, which potentially could have fragmented the Class into much smaller subclasses, significantly limited the recovery potential for the Class, and dragged the litigation out for years to come. Sung Decl., ¶¶ 12-19. Thus, in reaching this Settlement, Class Counsel carefully considered the strength of the case versus the amount offered in settlement, as well as the risk, expense, and complexity of maintaining class certification through trial. Sung Decl., ¶ 26. While Class Counsel is confident about the strength of Plaintiff's claims, they recognize that Defendant has factual and legal defenses that, if successful, would potentially defeat or substantially impair the value of the lawsuit. *Ibid*.

Thus, continuing to litigate this action would require continued and extensive resources coupled with significant court time to proceed through contested certification, trial, and post-trial motions, which can often take years. Sung Decl., ¶ 27. Furthermore, wage and hour litigation is complex and expensive, as it often necessitates extensive expert testimony, particularly with regards to damages. *Ibid*. But even if Plaintiff were successful at trial, Class Counsel are acutely aware that a judgment does not end the litigation, and they fully expect that Defendant would likely appeal any judgment. *Ibid*. Having litigated every stage of complex wage and hour actions, including trying a class action to verdict, litigating

motions for class certification and summary judgment, and briefing and arguing appeals before appellate courts, Class Counsel is acutely aware of these risks. *Ibid; see also Magadia v. Wal-Mart Associates, Inc.* (9th Cir. 2021) 999 F.3d 668 (reversal of a $110 million judgement against an employer for, *inter alia*, inaccurately paying overtime, and directed the trial court to enter judgement in favor of the employer); *O'Conner v. Uber Technologies, Inc.* (9th Cir. 2018) 904 F.3d 1087 (decertification of wage and hour misclassification action).

Considering these issues, the Settlement Fund of $300,000.00 for a Class of 119 employees is an excellent result. Furthermore, the Class greeted news of the Settlement with 100% of the Class Members participating in the Settlement. The unanimous approval by the Participating Class Members evidences the positive overall result of the litigation.

2. The Significant Amount of Time Spent and the Quality of the Labor Performed by Class Counsel Justifies the Requested Fee

Class Counsel worked hard on this case and, expended approximately 171.5 attorney hours in the prosecution of this litigation in the two-plus years since it was filed for a total lodestar of $129,185.00. Moreover, Class Counsel expects to incur an additional 10 hours of work attending the hearing on final settlement approval, administering the settlement, filing post distribution settlement declaration, and, if needed, drafting an amendment judgment. Class Counsel devoted considerable time and effort to achieve the benefit to the Participating Class and the requested attorney's fee award is appropriate here given the excellent results achieved.

3. The Contingent Fee and the Financial Burden Borne by Class Counsel

Class Counsel undertook this litigation on a contingent-fee basis, assuming a significant risk that the litigation would yield no recovery after many years of work. Sung Decl., ¶ 28. Unlike defense attorneys who are paid an hourly rate and reimbursed for their expenses on a regular basis, Class Counsel has not been compensated for any time or expenses to date. An attorney whose compensation is dependent on success should expect a significantly higher fee than an attorney who is paid a market rate as the case goes along, win or lose. *Cazares v. Saenz* (1989) 208 Cal.App.3d 279, 288. As the California Supreme Court in *Ketchum* explained, "[a] contingent fee must be higher than a fee for the same legal services paid as they are performed. The contingent fee compensates the lawyer not only for the legal

services he renders but for the loan of those services. The interest rate on such a loan is higher because the risk of default (the loss of the case, which cancels the debt of the client to the lawyer) is much higher than that of conventional loans." *Ketchum*, 24 Cal.4th at 1132-33.

Traditionally, employment litigation plaintiffs are unable to pay their attorneys on an hourly basis and thus can obtain representation only if they can find counsel who are willing to accept their case on a contingent basis and agree to advance either all or a significant portion of the costs. Sung Decl., ¶ 29. At the same time, most plaintiff's attorneys are neither able nor willing to accept such contingent cases unless they can anticipate that they will recover a fee greater than they would have recovered if paid on an hourly basis if they prevail after time-consuming and expensive litigation. *Ibid.* Plaintiff's attorneys, especially in class actions, face the risk that even if they are successful in litigating a case through trial, that Defendant could be judgment-proof, raising the possibility that Class would receive no payment at all. *Ibid.* For this reason, courts have long recognized "contingent risk" as a factor supporting an upward enhancement of the lodestar. *See e.g., Serrano*, 20 Cal.3d at 49. The simple fact is that despite the most vigorous and competent efforts, success is never guaranteed. Plaintiff's attorneys not only must turn away other income-generating opportunities but must take on a substantial risk of "never receiving compensation at all." *Amaral v. Cintas Corp.* (2008) 163 Cal.App.4th 1157, 1217-18.

Finally, in taking this case on a purely contingency basis, Class Counsel had to turn away other fee generating work because the case required Class Counsel to not only devote considerable time and resources to effectively prosecute and settle this action, but also wait until the Settlement is fully funded before finally being made whole. Sung Decl., ¶ 30.

4. The Requested Fees Matches the Market Rate in Similar Litigation.

Class Counsel's 33 1/3% fee request of the Settlement Fund falls within the range of reasonable attorney's fee awards by California courts. In *Laffitte*, the Supreme Court upheld a fee award of one-third of the common fund with a 2.13 multiplier as "within a historical range of 20 to 50 percent of a common fund." *Laffitte*, 1 Cal.5th at 487; *see also Chavez*, 162 Cal.App.4th at 66-67 (approving a 2.5 multiplier, citing *Wershba's* acceptable range, and applying a percentage of recovery cross-check based on a normal marketplace contingency fee range of 20-40% of the recovery to support said multiplier). Here, the requested attorney's fee award of 33 1/3% of the common fund is a reasonable arrangement to

obtain competent counsel in the marketplace for representation in wage and hour class actions of this nature and consistent with percentage-of-common-fund fee awards that Class Counsel have received across multiple courts within the State of California. *See* Sung Decl., ¶ 11.

5. The Skill, Experience, Reputation, Ability, and Quality of Counsel.

The skill, experience, reputation, quality, and ability of the attorneys who prosecuted this case also support the requested fee award. Practice in the specialized area of wage and hour class action litigation requires skill, knowledge, and experience in two distinct subsets of the law. Expertise in one does not necessarily translate into expertise in the other and a class counsel must have expertise in both. Here, Class Counsel possess significant experience litigating complex wage and hour class actions and the way this Settlement was achieved is demonstrative of the highly efficient way this litigation was managed and resolved. Sung Decl., ¶¶ 8-11.

Thus, under the "common fund" doctrine, Plaintiff's request for attorneys' fees in the amount of one-third of the Settlement Fund is reasonable, justified and appropriate, because (1) it is within the range routinely awarded as attorneys' fees in similar cases; (2) it is supported by the high quality of Class Counsel's work on this case and the results obtained for the Class; (3) it is supported by the fact that this case was handled on a contingency basis and was undertaken despite various risks and expenses; and (4) no class members objected to the requested attorneys' fees.

VI. THE COURT SHOULD APPROVE THE REQUEST FOR ATTORNEY'S COSTS

Pursuant to the Settlement, Plaintiff may seek reimbursement of litigation costs up to a maximum of $20,000.00. Agreement, § X.E.1. To date, Class Counsel's actual and anticipated litigation costs are of $7,940.96, including future anticipated costs of $82.23 in filing this Motion, $20.13 in filing any supplemental brief and/or amended proposed judgment and order, and $20.13 in filing the Administrator's declaration regarding settlement distribution. Sung Decl., ¶ 31, Exh. 3 – Itemized Costs. As such, the request for of costs in the amount of $7,940.96 is fair and reasonable and should be approved.

VII. THE REQUESTED SERVICE PAYMENT SHOULD BE APPROVED

Plaintiff requested, and Defendant does not oppose, a Service Award of $7,500.00, pursuant to the terms of the Settlement. Agreement, § X.E.1. Courts have routinely granted approval of settlements

containing such enhancements. *See e.g., Herrera v. Federal Express Corporation* (C.D. Cal. March 31, 2020) 2020 WL 2951122 at *7 (noting that case law supports enhancements of $10,000); *Potter v. Big Text Trailer Manufacturing, Inc.* (C.D. Cal. March 20, 2020) 2020 WL 1942619 at *10 (awarding $10,000 enhancement where plaintiff spent 30-40 hours on the matter and entered into a general release); *Smith v. Experian Information Solutions, Inc.* (C.D. Cal. Nov. 9, 2020) 2020 WL 6689209 at *7; *Aikhan v. Goodrich Corporation* (C.D. Cal. June 25, 2020) 2020 WL 49191382 at *9; *Thomas v. Cognizant Technology Solutions U.S. Corporation* (C.D. Cal. June 24, 2013) 2013 WL 12371622 at *9; *Djukich v. AutoNation, Inc.* (C.D. Cal. Nov. 12, 2015) 2015 WL 13756099 at *14.

Plaintiff request that this Court approve the Service Award in light of the efforts Plaintiff put into this case, and the excellent result achieved. As shown in Plaintiff's supporting declaration, Plaintiff spent a significant amount of time engaging in discussions with Class Counsel regarding the case, searching for documents relating to their claims, reviewing various files and pleadings in this case, and reviewing the Settlement. Declaration of Michael Castro, ¶ 4.

In addition to the invaluable services they provided, Plaintiff also took a significant risk, both professionally and monetarily, in acting as the Class Representative. Sung Decl., ¶ 32. Filing a lawsuit against one's employer carries an inherent reputational risk. *Ibid.* Given that future employers are much less likely to hire individuals who have filed suit against their prior employer, particularly cases of this nature, Plaintiff could face negative employment prospects in the future. *Ibid.* These risks can deter employees from asserting their rights. *Ibid.* Additionally, because the claims alleged by Plaintiff involved the payment of costs to the prevailing party, Plaintiff could have possibly faced paying the costs of Defendant had they not prevailed in this action. *Ibid.* Despite this, however, Plaintiff agreed to pursue this case on behalf of the Class. *Ibid.* Moreover, there were no objections by any Class Member to the proposed Service Awards. *Ibid.* For such reasons, Plaintiff respectfully requests that this Court approve the award of the Service Award.

Lastly, Plaintiff notes there appears to have been a miscommunication with respect to the requested Service Award. The original settlement agreement provided for a Service Award of $10,000.00 to Plaintiff. Sung Decl., ¶ 33. In the Court's May 12, 2026 initial order on Plaintiff's Motion for Preliminary Approval, the Court stated that its "standard service award is $7,500." *Ibid.*

Accordingly, when the Parties amended the settlement agreement, the Parties reduced Plaintiff's requested Service Award to $7,500.00. *Ibid*; Agreement, § X.E(b). However, the Court's Preliminary Approval Order stated that the "settlement agreement states there will be . . . Service Payment of $3,750 to Plaintiff . . . ." Sung Decl., ¶ 33; Preliminary Approval Order, p. 1. Due to a miscommunication between Class Counsel and the Administrator, the Class Notice followed the Preliminary Approval Order and identified $3,750 as the Service Award. Sung Decl., ¶ 33; *see* Admin Decl., ¶ 8, Exh. A – Class Notice Packet.

In light of the results achieved for the Class, where the average payment to Class Members was $1,348.18**,** with the highest payment to a Class Member estimated to be $8,639.63, Plaintiff and Class Counsel hereby request that the Court award its standard service award of $7,500.00.

VIII. THE SETTLEMENT ADMINISTRATOR'S FEES SHOULD BE APPROVED

Pursuant to the terms of the Settlement, the fees and costs of the Administrator, Apex Class Action LLC, are to be paid out of the Settlement Fund. The Agreement provides for reasonable settlement administration expenses in an amount not to exceed $8,690.00. Agreement, § X.E(c). However, as noted above, the Administrator was required to conduct additional services due to the Class Data not including any SSNs and requests to increase the costs by $436 to $9,126.00. Admin Decl., ¶¶ 5, 6, 9, 10, 26, Exhs. B, C, D. Plaintiff and Class Counsel hereby request that the Court approve settlement administration fees in the amount of $9,126.00.

IX. SERVICE OF MOVING PAPERS ON LWDA

On November 10, 2026, Class Counsel served the LWDA via filing through its online portal at https://dir.govfa.net/432 (Proposed Settlement of PAGA Case) with the Motion for Final Approval; all supporting declarations; the Preliminary Approval Order; and the Proposed Order Granting Final Approval of Class Action and PAGA Settlement. Sung Decl. ¶ 34, Exh. 4 – LWDA Filing Confirmation.

X. CONCLUSION

For all the foregoing reasons, and on the basis of the authorities cited herein, Plaintiff respectfully submit that the standards for final approval have been met, and the terms of the Settlement are fair, adequate and reasonable. Accordingly, Plaintiff respectfully request that the Court enter an Order in the form proposed and submitted granting final approval to the proposed Settlement.

Respectfully submitted,

DATED: November 10, 2026

JUSTICE FOR WORKERS, P.C.



By: _____

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