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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN JOAQUIN**

RICHARD WILCOX, individually, and on
behalf of all others similarly situated,

Plaintiff,

v.

WATTS EQUIPMENT COMPANY, a California
corporation; and DOES 1 through 10, inclusive,

Defendants.

Case No.: STK-CV-UOE-2023-0012859

*[Assigned for all purposes to the Hon. John
Soldati, Dept. 10D]*

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

Final Approval Hearing:

Date: September 22, 2026

Time: 9:00 a.m.

Dept.: 10D

Complaint filed: November 30, 2023

FAC filed: May 24, 2024

Trial date: None set

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

3 **PLEASE TAKE NOTICE** that on September 22, 2026, at 9:00 a.m., or as soon thereafter
4 as the matter may be heard in Department 10D of the San Joaquin Superior Court, located at 180
5 E Weber Ave, Stockton, CA 95202, Plaintiff Richard Wilcox ("Plaintiff") will and hereby does
6 move this Court for an Order:

- 7 1. Granting final approval of the proposed Settlement;
- 8 2. Awarding Class Counsel attorneys' fees in the amount of \$96,666.67 and
9 reimbursement of litigation costs in the amount of \$20,428.46;
- 10 3. Awarding Plaintiff a Class Representative Service Payment in the amount of
11 \$10,000.00;
- 12 4. Awarding settlement administration expenses in the amount of \$6,590.00 to Apex
13 Class Action, LLC ("Apex"); and
- 14 5. Approving PAGA Penalties in the amount of \$10,000.00, allocated 75%
15 (\$7,500.00) to the California Labor and Workforce Development Agency, and
16 25% (\$2,500.00) to Aggrieved Employees.

17 This Motion is based on this Notice of Motion, Memorandum of Points and Authorities,
18 the Declaration of Tyler J. Woods, the Declaration of Missy Carey, and on all records and
19 documents on file, together with such oral and documentary evidence that may be presented at
20 the hearing on this matter.

21
22 Dated: August 26, 2026

WILSHIRE LAW FIRM, PLC

23
24 By: 

Tyler J. Woods
James Yoo
Heriberto Ponce
Ruby Carrera
Karen L. Wallace

26
27 Attorneys for Plaintiff

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1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. INTRODUCTION**

3 Plaintiff Richard Wilcox (“Plaintiff”) seeks final approval of a common fund, non-
4 reversionary Settlement with Defendant Watts Equipment Company (“Defendant”). The
5 Parties’ Class Action and PAGA Settlement Agreement (“Agreement”) provides that the
6 following payments will be deducted from the Gross Settlement Amount (“GSA”) of
7 \$290,000.00:

- 8 1. A Class Counsel Fees Payment of \$96,666.67 (one-third (1/3) of the GSA);
- 9 2. A Class Counsel Litigation Expenses Payment of \$20,428.46 for actual expenses
10 incurred;
- 11 3. A Class Representative Service Payment of \$10,000.00;
- 12 4. An Administration Expenses Payment of \$6,590.00; and
- 13 5. PAGA Penalties of \$10,000.00 to settle claims under the Private Attorneys
14 General Act (“PAGA”), Lab. Code § 2698, *et seq.*, allocated 75% (\$7,500.00) to
15 the California Labor and Workforce Development Agency (“LWDA), and 25%
16 (\$2,500.00) to Aggrieved Employees, distributed based on the number of pay
17 periods worked during the PAGA Period.

18 *See* Declaration of Conor J.D. Gomez In Support of Motion for Preliminary Approval, filed
19 March 18, 2026 (“Gomez MPA Decl.”) ¶ 22; Declaration of Missy Carey In Support of Motion
20 for Final Approval (“Carey Decl.”) ¶ 16.

21 After these payments are deducted, the remainder of the GSA (“Net Settlement
22 Amount”) will be distributed to 127 Participating Class Members based on the number of
23 Workweeks worked during the Class Period. Carey Decl. ¶ 15.

24 The proposed Settlement, the product of diligent litigation, adversarial, arm’s length
25 negotiations, and informal discovery, is a fair, adequate, and reasonable result for the Class. By
26 resolving this matter now, Class Members are guaranteed relief without risk of nonpayment,
27 delay, or an adverse judgment at trial. Gomez MPA Decl. ¶ 19.

28 As of the time of filing, there has been one (1) request for exclusion from the Settlement

1 and no objections or workweek disputes. Carey Decl. ¶¶ 11-13. The highest estimated Individual
2 Class Payment is \$2,729.17, the lowest is \$11.28, and the average Individual Class Payment to
3 Participating Class Members is \$1,152.09. *Id.* ¶ 17. The highest estimated Individual PAGA
4 Payment is \$43.54, the lowest is \$1.09, and the average Individual PAGA Payment to Aggrieved
5 Employees is \$28.09. *Id.* ¶ 19.

6 In light of the favorable response from the Class, and the facts and law set forth below
7 and in the Motion for Preliminary Approval, Plaintiff respectfully requests that the Court enter
8 an Order: 1) granting final approval of the Settlement; 2) entering final judgment; 3) requiring
9 distribution of Individual Class Payments to Participating Class Members; and 4) approving the
10 Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative
11 Service Payment, Administration Expenses Payment, and PAGA Penalties.

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

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

20 The Settlement satisfies all these criteria.

21 **A. A Presumption of Fairness Exists**

22 A presumption of fairness exists where 1) the settlement is reached through arm’s length
23 bargaining, 2) investigation is sufficient to allow counsel and the court to act intelligently, 3)
24 counsel is experienced in similar litigation, and 4) the percentage of objectors is small. *Id.* at
25 1802.

26 At preliminary approval, Plaintiff presented evidence that this Settlement was reached
27 through adversarial, arm’s length bargaining with the assistance of an experienced mediator.
28 Gomez MPA Decl. ¶ 7. Plaintiff also presented evidence of a thorough investigation, including

1 through informal discovery and analysis of Class Members’ time data and payroll records and
2 Defendant’s relevant policy documents, sufficient to allow counsel and the Court to act
3 intelligently. *Id.* ¶¶ 8, 14-19. Finally, as of the filing of the instant Motion, one Class Member
4 has opted out, and none has objected. *See* Carey Decl. ¶¶ 11, 12. Accordingly, the Settlement is
5 entitled to a presumption of fairness.

6 **B. The Risks of Further Litigation**

7 The test for approval of a class action settlement “is not the maximum amount plaintiffs
8 might have obtained at trial on the complaint, but rather whether the settlement is reasonable
9 under all of the circumstances.” *Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224,
10 250, *disapproved of on other grounds by Hernandez v. Restoration Hardware, Inc.* (2018) 4
11 Cal.5th 260, 269-270; *see also 7-Eleven Owners for Fair Franchising v. Southland Corp.* (2000)
12 85 Cal.App.4th 1135, 1150 (“the merits of the underlying class claims are not a basis for
13 upsetting the settlement of a class action; the operative word is ‘settlement.’”). Relevant
14 circumstances include the strengths and weaknesses of the plaintiffs’ claims and the risks they
15 faced in litigation. *7-Eleven*, 85 Cal.App.4th at 1146.

16 Here, for purposes of preliminary approval, Plaintiff presented information regarding the
17 number of Class Members and the estimated maximum and realistic values of each of the claims
18 alleged. *See* Gomez MPA Decl. ¶¶ 15-19. Plaintiff submits that the factual record is sufficiently
19 developed to allow the Court to conclude “that the consideration being received for the release
20 of the class members’ claims is reasonable in light of the strengths and weaknesses of the claims
21 and the risks of the particular litigation.” *Munoz v. BCI Coca-Cola Bottling Co. of Los Angeles*
22 (2010) 186 Cal.App.4th 399, 410.

23 **C. The Amount Offered in Settlement**

24 The Settlement provides for a Gross Settlement Amount of \$290,000.00, from which the
25 Administrator will pay Class Counsel’s attorneys’ fees and litigation costs, the Class
26 Representative Service Payment, the administration expenses incurred by Apex Class Action,
27 LLC (“Apex” or “Administrator”), and PAGA Penalties in the amount of \$10,000, allocated
28 75% to the LWDA and 25% to Aggrieved Employees. Carey Decl. ¶ 16. The remaining Net

1 Settlement Amount, estimated at \$146,314.87, will be distributed as Individual Class Payments
2 to 127 Participating Class Members according to the number of Workweeks each worked for
3 Defendant during the Class Period. *Id.* ¶ 16.

4 Having reviewed the Class Data produced by Defendant, the Administrator confirmed a
5 total of 12,974 Workweeks worked by 128 Class Members during the Class Period. *Id.* ¶¶ 7, 14-
6 16. Accordingly, the estimated average Individual Class Payment for Participating Class
7 Members is \$1,152.09. *Id.* ¶ 17. Weighing the potential value of the class claims against the risk
8 and expense of further litigation through trial, the Settlement provides substantial relief. *See,*
9 *e.g.*, Gomez MPA Decl. ¶ 27.

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

11 Class Counsel’s investigation of the alleged claims, potential defenses, and applicable
12 law was sufficient to allow Class Counsel to act intelligently. Specifically, Class Counsel
13 assessed the value of the claims using data and documents provided by Defendant in informal
14 discovery, including policy documents and timekeeping and payroll records. Gomez MPA Decl.
15 ¶¶ 5, 6. Following Class Counsel’s analysis of all available information, the Parties attended
16 mediation on May 29, 2024, with Lisa Klerman, Esq., an experienced mediator. *Id.* ¶ 7.
17 Extensive and adversarial arm’s length negotiations resulted in the Settlement, memorialized in
18 the Agreement that was fully executed on February 10, 2026. *Id.* ¶ 8, Ex. 1.

19 **E. The Experience and Views of Counsel**

20 Plaintiff is represented by Wilshire Law Firm, PLC. Declaration of Tyler J. Woods in
21 Support of Motion for Final Approval of Class Action and PAGA Settlement (“Woods MFA
22 Decl.”) ¶ 3. Class Counsel regularly prosecute wage and hour cases, including class and
23 representative actions, and have successfully resolved many cases involving claims like those
24 at issue here. *Id.* ¶¶ 4-17. In the instant matter, Class Counsel have negotiated a settlement that
25 they believe is fair, adequate, and reasonable based on their extensive experience in this practice
26 area. *Id.* ¶ 29.

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

28 The Settlement provides for \$10,000.00 in civil penalties to settle the PAGA claims,

1 allocated 75% (\$7,500.00) to the LWDA and 25% (\$2,500.00) to Aggrieved Employees based
2 on the number of pay periods worked during the PAGA Period. Carey Decl. ¶¶ 16, 18. On March
3 18, 2025, Plaintiff submitted notice of the Settlement and a copy of the Agreement to the
4 LWDA. Gomez MPA Decl. ¶ 9. To date, the LWDA has not responded or objected to the
5 Settlement. Woods MFA Decl. ¶ 31.

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

7 A court may properly infer that a class action settlement is fair, adequate, and reasonable
8 when few class members object to or opt out of it. *Lealo v. Beneficial California, Inc.* (2000)
9 82 Cal.App.4th 19, 51.

10 When it granted preliminary approval, the Court also approved the method of providing
11 notice to Class Members. On June 9, 2026, following a search of the National Change of Address
12 database, Apex mailed the Class Notice to all Class Members. Carey Decl. ¶ 7. The Class Notice
13 informed Class Members of the terms of the Settlement, the amount of their Individual Class
14 Payments and/or Individual PAGA Payments and how those amounts were calculated, their right
15 to opt out of or object to the Settlement or dispute the amount of their Individual Class and/or
16 PAGA Payments, the procedures and deadlines to submit a request for exclusion, objection, or
17 dispute, and the date, time, and place of the hearing on Plaintiff's Motion for Final Approval
18 and how to appear at the hearing. *Id.* ¶ 7, Ex. A. To date, in response to the Class Notice, Apex
19 has received one (1) request for exclusion from a Class Member, no objections, and no disputes.
20 *Id.* ¶¶ 11-13.

21 Class Members' reaction to the Settlement has been favorable, which further supports
22 final approval.

23 **III. THE REQUESTED FEE AWARD IS REASONABLE**

24 Attorneys' fees in class action litigation are usually determined by two (2) primary
25 methods. *Laffitte v. Robert Half Int'l, Inc.* (2016) 1 Cal.5th 480, 489. "Percentage-of-recovery"
26 calculates the fee as a percentage of a common fund recovered on behalf of the class, while
27 "lodestar" calculates the fee by multiplying the number of hours reasonably expended by
28 counsel by a reasonable hourly rate, which amount may be adjusted based on other factors. *Id.*

1 In *Laffitte*, the California Supreme Court held that trial courts have discretion to choose between
2 the methods. *Id.* at 504. Courts also have discretion to blend the methods, using one to “cross-
3 check” the reasonableness of the other, though a cross-check is not required. *Id.* at 506

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

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

12 The percentage-of-recovery method should be used to approve the requested attorneys’
13 fees here, as Class Counsel’s requested fee award of one third (1/3) of the GSA (\$96,666.67) is
14 consistent with the average fee award in class actions. *See, e.g., Roos v. Honeywell Int’l, Inc.*
15 (2015) 241 Cal.App.4th 1472 (fee award of 37.5% was not an abuse of discretion), *disapproved*
16 *of on other grounds by Hernandez v. Restoration Hardware, Inc.* (2018) 4 Cal.5th 260, 287;
17 *Wren v. RGIS Inventory Specialists*, No. C-06-05778 JCS, 2011 WL 1230826, at *29 (N.D. Cal.
18 Apr. 1, 2011) (approving fee award of 42%); *Singer v. Becton Dickinson and Co.*, No. 08-CV-
19 821-IEG, 2010 WL 2196104, at *8 (S.D. Cal. June 1, 2010) (approving fee award of one-third
20 and noting that the typical fees awarded in wage and hour class action cases ranges from 33.33%
21 to 40%).

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

23 Although *Laffitte* makes clear that a lodestar cross-check is not required, Class Counsel’s
24 lodestar supports the reasonableness of the requested fees. The lodestar is determined by
25 multiplying the number of hours reasonably expended by the reasonable hourly rate. *PLCM*
26 *Group, Inc. v. Drexler* (2000) 22 Cal.4th 1084, 1095. The lodestar may be adjusted, based on
27 factors specific to the case, to fix the fee at fair market value for the legal services provided. *Id.*
28 Such factors include “the nature of the litigation, its difficulty, the amount involved, the skill

1 required in its handling, the skill employed, the attention given, the success or failure, and other
2 circumstances in the case.” *Melnyk v. Robledo* (1976) 64 Cal.App.3d 618, 623-624 (citations
3 omitted). Courts also use “multipliers” to account for the risk of taking on cases where there is
4 no guarantee of recovery, uncertainty as to the amount that will be recovered, uncertainty as to the
5 cost of litigating the case (both in effort and expenses), and uncertainty about how long it will
6 take to obtain the recovery. *See, e.g., Ketchum v. Moses* (2001) 24 Cal.4th 1122, 1132-33
7 (approving the adjustment of the lodestar to ensure fair market value for legal services provided
8 on a contingency basis); *see also Serrano v. Priest* (1977) 20 Cal. 3d 25, 48-49 (same).
9 Multipliers are particularly appropriate where the case is brought to redress important rights of
10 vulnerable persons. *Ketchum*, 24 Cal.4th at 1133.

11 Generally, “[m]ultipliers can range from 2 to 4 or even higher.” *Wershba*, 91 Cal.App.4th
12 at 255; *see also Sutter Health Uninsured Pricing Cases* (2009) 171 Cal. App. 4th 495, 512
13 (applying a 2.52 multiplier on a cross-check in an antitrust class action); *Chavez v. Netflix, Inc.*
14 (2008) 162 Cal. App. 4th 43, 60 (applying a 2.5 multiplier on a lodestar cross-check); *Vizcaino*
15 *v. Microsoft Corp.*, 290 F.3d 1043, 1051 n.6 (9th Cir. 2002) (“most” common fund cases apply
16 a multiplier of 1.0-4.0); *Laffitte v. Robert Half Internat. Inc.*, 180 Cal. Rptr. 3d 136, 151 (Ct.
17 App. 2014), *as modified* (Nov. 21, 2014), *review granted and opinion superseded sub nom.*
18 *Laffitte v. Robert Half Int’l*, 342 P.3d 1232 (Cal. 2015), *and aff’d*, 1 Cal. 5th 480 (2016)
19 (affirming a 2.13 multiplier after finding that “[m]ultipliers can range from 2 to 4 or even
20 higher.”) (citation omitted).

21 The total hours Class Counsel expended on this action were reasonable and in line with
22 comparable cases. While it is not necessary to substantiate the fee award with a lodestar, it
23 should be noted that Class Counsel spent at least 126.1 hours prosecuting this action, which
24 were divided among the attorneys working on this case according to skill level. Woods MFA
25 Decl. ¶ 25. Multiplying the total hours expended by Class Counsel by their reasonable hourly
26 rates yields a lodestar of \$109,132.50. This amount surpasses the request for \$96,666.67 in
27 attorneys’ fees, resulting in a negative multiplier. *Id.* ¶ 26. Class Counsel dedicated significant
28 resources to this case by dividing the tasks required according to skill level, and the lodestar

1 does not include the time Class Counsel will spend at the Final Approval Hearing and assisting
2 the Administrator following final approval. The hours expended by each attorney were not
3 duplicative and reflect the extensive investigation and analysis that was required to achieve this
4 Settlement, which time could have been spent on other potentially lucrative cases, and Class
5 Counsel's lodestar reflects the efficiencies achieved by attorneys experienced in this field. *Id.*
6 Moreover, while Plaintiff is confident in the merits of his claims, a legitimate controversy exists
7 as to each cause of action, posing an actual risk that Plaintiff may not prevail at class
8 certification and/or trial. Class Counsel has singularly assumed the risk and costs of litigation
9 purely on a contingency basis. Any of these obstacles could have prevented recovery, meaning
10 Class Counsel would have been left with no compensation for the time and money invested in
11 litigating this case. *Id.* ¶ 27. Despite these risks, Class Counsel took this case on a contingency
12 basis to recover compensation for Class Members (a particularly vulnerable group of hourly
13 paid workers). Consequently, Class Counsel was prevented from taking on, or focusing on, other
14 cases that could have resulted in greater, and less risky, monetary gain. *Id.*

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

17 Class Counsel's hourly rates are comparable to those charged by other class action
18 plaintiffs' counsel and the firms defending class actions and are well within the range of hourly
19 rates that the Los Angeles legal marketplace would compensate counsel for similar services
20 accomplishing similar results. Woods MFA Decl. ¶ 18. For example, in *Bronshteyn v. State of*
21 *California*, Los Angeles County Superior Ct. No. 19SMCV00057, Order Granting Plaintiff's
22 Motion for Statutory Attorneys' Fees and Costs filed March 30, 2023, an employment action
23 brought by two small law firms (Levy, Vinick, Burrell & Hyams LLP and Law Offices of Wendy
24 Musell), the court found that counsel's 2022 hourly rates of \$1,100 and \$1,000 per hour were
25 reasonable for the plaintiff's five senior attorneys, including \$1,000 per hour for the plaintiff's 23-
26 year lead counsel and \$850 per hour for a senior associate. These rates were then augmented by a
27 1.75 lodestar multiplier and affirmed by the California Court of Appeals. *Id.* The rates (and
28 multiplier) requested here are well in line with those found reasonable in *Bronshteyn*. In *Tran v.*

1 *Golden State FC LLC, et al.* (LASC Case No. BC699931), Fee Order filed 4/8/2022, the court
2 found hourly rates of \$1,300 per hour reasonable for plaintiff's 32-year attorney and \$1,000 per
3 hour reasonable for a 14-year attorney. *Id.* ¶ 19. The negative multiplier in the instant matter is
4 even more compelling given that Class Counsel represents approximately 127 Participating Class
5 Members. *Id.*

6 Likewise, Class Counsel's hourly rates are reasonable when compared to rates charged within
7 the relevant legal marketplace. Woods MFA Decl. ¶ 20-23, Exs. 1, 2. In light of the foregoing, and
8 considered against the risks of continued litigation and the importance of advocating for employment
9 rights and a speedy recovery, the relief provided under the Settlement represents a very strong result
10 for Class Members and Aggrieved Employees. Class Counsel's fee request is fair and reasonable and
11 should be approved. Accordingly, Class Counsel respectfully request the Court approve the Class
12 Counsel Fee Payment in the amount of \$96,666.67.

13 **IV. THE REQUESTED LITIGATION EXPENSES PAYMENT IS REASONABLE**

14 The Settlement permits Class Counsel to seek reimbursement of litigation costs in an
15 amount up to \$22,000.00. Class Counsel incurred actual costs in the amount of \$20,128.46, and
16 Class Counsel anticipate incurring an additional \$300.00 in fees for filing and service, for a
17 total of \$20,428.46 in litigation costs. Woods MFA Decl. ¶ 28, Ex. 3. These costs were
18 reasonable and necessary to prosecute this case and obtain the results achieved. Moreover, Class
19 Counsel's costs are less than the not-to-exceed amount of \$22,000.00, and the remaining
20 \$1,571.54 will revert to the Net Settlement Amount. *Id.*

21 **V. THE REQUESTED CLASS REPRESENTATIVE SERVICE PAYMENT IS** 22 **REASONABLE**

23 Plaintiff also requests that he be awarded a Class Representative Service Payment of
24 \$10,000.00 for his role in obtaining the Settlement. In evaluating a service award, the Court
25 may consider: "(1) the risk, both financial and otherwise, the class representative faced in
26 bringing the suit; (2) the notoriety and personal difficulties encountered by the class
27 representative; (3) the amount of time and effort spent by the class representative; (4) the
28 duration of the litigation; and (5) the personal benefit received by the class representative as a

1 result of the litigation.” *Golba v. Dick’s Sporting Goods, Inc.* (2015) 238 Cal.App.4th 1251,
2 1272; *Clark v. American Residential Services, LLC* (2009) 175 Cal.App.4th 785, 80.

3 Here, Plaintiff submitted a declaration in support of Plaintiff’s Motion for Preliminary
4 Approval that detail the reputational and financial risks he faced in bringing the suit, the amount
5 of time and effort he spent during the pendency this litigation, and the personal benefit he will
6 receive as a result of the litigation. Declaration of Richard Wilcox, filed March 18, 2026
7 (“Wilcox Decl.”) ¶¶ 4-14. Plaintiff deserves adequate compensation for his role in obtaining
8 this Settlement on behalf of absent Class Members, especially since no Class Member objected
9 to the award requested. The award is thus reasonable in light of the substantial benefits conferred
10 upon the Class as a result of Plaintiff’s efforts. Woods MFA Decl. ¶ 30.

11 **VI. THE ADMINISTRATION COSTS ARE REASONABLE**

12 The Parties agreed to hire Apex as the Administrator in this case, which choice the Court
13 preliminarily approved. The Administrator was responsible for (a) printing and mailing the
14 Class Notice in English and Spanish; (b) receiving and processing Requests for Exclusion; (c)
15 processing and resolving disputes among Participating Class Members, if any, regarding the
16 number of Workweeks recorded by Defendants during the Class Period, as stated on their
17 individualized Class Notice; (d) calculating Individual Class Payments and Individual PAGA
18 Payments, if eligible; (e) processing and mailing settlement checks; (f) handling tax
19 withholdings as required by the Settlement and the law; (g) preparing, issuing, and filing tax
20 returns and other applicable tax forms; (h) managing the distribution of any unclaimed funds
21 pursuant to the Settlement terms; and (i) undertaking additional tasks as mutually agreed upon
22 by the Parties or the Court orders Apex to perform. Carey Decl. ¶ 3. An Administration Expenses
23 Payment in the amount of \$6,590.00 for services rendered and to be rendered is therefore fair
24 and reasonable. *Id.* ¶ 20.

25 **VII. CONCLUSION**

26 Based on the foregoing, Class Counsel respectfully request that the Court grant final
27 approval of the Class Action and PAGA Settlement, approve Class Counsel’s attorneys’ fees in
28 the amount of \$96,666.67 and reimbursement of litigation expenses in the amount of

1 \$20,428.46, the Class Representative Service Payment in the amount of \$10,000.00, civil
2 penalties under PAGA in the amount of \$10,000.00, and administration costs for Apex in the
3 amount of \$6,590.00.
4

5 Dated: August 26, 2026

WILSHIRE LAW FIRM, PLC

6
7 By:  _____

Tyler J. Woods

8 James Yoo

9 Heriberto Ponce

Ruby Carrera

10 Karen L. Wallace

11 Attorneys for Plaintiff
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