

Arrash T. Fattahi (SBN 333676)
arrash.fattahi@wilshirelawfirm.com
Arman A. Salehi (SBN 351112)
arman.salehi@wilshirelawfirm.com
Karen L. Wallace (SBN 272309)
karen.wallace@wilshirelawfirm.com
WILSHIRE LAW FIRM, PLC
660 S. Figueroa Street, Sky Lobby
Los Angeles, California 90017
Telephone: (213) 381-9988
Facsimile: (213) 381-9989

Attorneys for Plaintiff

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO - HALL OF JUSTICE**

MIKAIL DYTANIEL CROSBY, individually,
on behalf of all others similarly situated, and on
behalf of the State of California and other
aggrieved persons,

Plaintiff,

v.

FENCE SPECIALTIES, LLC, a California
limited liability company; FENCE
SPECIALTIES INC., an unknown entity; and
DOES 1 through 10, inclusive,

Defendants.

Case No.: 37-2023-00055194-CU-OE-CTL

*[Assigned for all purposes to the Hon. Loren
G. Freestone, Dept. C-64]*

**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 18, 2026

Time: 10:30 a.m.

Dept.: C-64

Complaint filed: December 21, 2023

FAC filed: December 11, 2025

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 18, 2026, at 10:30 a.m., or as soon
4 thereafter as the matter may be heard in Department C-64 of the above-captioned court, located
5 at 330 W. Broadway, San Diego, California 92101, Plaintiff Mikail Dytaniel Crosby (“Plaintiff”)
6 will and hereby does move this Court for an Order:

- 7 1. Granting final approval of the proposed Settlement and Agreement;
- 8 2. Awarding Class Counsel attorneys’ fees in the amount of \$145,000.00 and
9 litigation costs in the amount of \$17,645.19;
- 10 3. Awarding Plaintiff a Class Representative Service Payment in the amount of
11 \$10,000.00;
- 12 4. Awarding \$7,650.00 to ILYM Group, Inc. (“ILYM”) for settlement administration
13 expenses; and
- 14 5. Approving allocation of \$20,000.00 as PAGA Penalties under the Private
15 Attorneys General Act (“PAGA”), Lab. Code § 2698, *et seq.*, allocated 75%
16 (\$15,000.00) to the California Labor and Workforce Development Agency
17 (“LWDA”), and 25% (\$5,000.00) to Aggrieved Employees based on the number
18 of pay periods worked during the PAGA Period.

19 This Motion is based on this Notice, Memorandum of Points and Authorities, the
20 Declarations of Arrash T. Fattahi and Cassandra Polites, and on all records and documents on
21 file, together with such oral and documentary evidence that may be presented at the hearing on
22 this matter.

23 Dated: August 24, 2026

WILSHIRE LAW FIRM, PLC

24 By: 

25 Arrash T. Fattahi
26 Arman A. Salehi
27 Karen L. Wallace

28 Attorneys for Plaintiff

TABLE OF CONTENTS

I.	INTRODUCTION	1
II.	THE SETTLEMENT MERITS FINAL APPROVAL.....	2
A.	A Presumption of Fairness Exists	2
B.	The Risks of Further Litigation.....	3
C.	The Amount Offered in Settlement.....	3
D.	The Extent of Discovery Completed and the Stage of the Proceedings	4
E.	The Experience and Views of Counsel	4
F.	The Presence of a Government Participant.....	5
G.	The Reaction of Class Members to the Proposed Settlement	5
III.	THE REQUEST FOR CLASS COUNSEL FEES IS REASONABLE	5
A.	The Requested Fee Award is Fair and Reasonable Based on the Percentage-of-Recovery Method	6
B.	A Lodestar Cross-Check Confirms the Reasonableness of the Requested Fee	6
C.	Class Counsel's Rates Are Similar to Those Approved by California Courts in Comparable Cases.	8
IV.	THE REQUESTED LITIGATION EXPENSES PAYMENT IS REASONABLE	9
V.	THE REQUESTED CLASS REPRESENTATIVE SERVICE PAYMENT IS REASONABLE	9
VI.	THE ADMINISTRATION EXPENSES ARE REASONABLE	10
VII.	CONCLUSION	10

TABLE OF AUTHORITIES

Cases

<i>7-Eleven Owners for Fair Franchising v. Southland Corp.</i> (2000) 85 Cal.App.4th 1135	3
<i>Chavez v. Netflix, Inc.</i> (2008) 162 Cal.App.4th 43	7
<i>Clark v. American Residential Services, LLC</i> (2009) 175 Cal.App.4th 785	10
<i>Dunk v. Ford Motor Co.</i> (1996) 48 Cal.App.4th 1794	2
<i>Golba v. Dick's Sporting Goods, Inc.</i> (2015) 238 Cal.App.4th 1251	10
<i>Hernandez v. Restoration Hardware, Inc.</i> (2018) 4 Cal.5th 260	6
<i>Hernandez v. Restoration Hardware, Inc.</i> , (2018)4 Cal.5th 260	3
<i>Ketchum v. Moses</i> (2001) 24 Cal.4th 1122	7
<i>Laffitte v. Robert Half Internat. Inc.</i> , 180 Cal. Rptr. 3d 136, 151 (Ct. App. 2014), as modified (Nov. 21, 2014), review granted and opinion superseded sub nom. <i>Laffitte v. Robert Half Int'l</i> , 342 P.3d 1232 (Cal. 2015), and <i>aff'd</i> , 1 Cal. 5th 480 (2016)	7
<i>Lealo v. Beneficial California, Inc.</i> (2000) 82 Cal.App.4th 19	5
<i>Melnik v. Robledo</i> (1976) 64 Cal.App.3d 618	7
<i>Munoz v. BCI Coca-Cola Bottling Co. of Los Angeles</i> (2010) 186 Cal.App.4th 399	3
<i>PLCM Group, Inc. v. Drexler</i> (2000) 22 Cal.4th 1084	6, 7
<i>Roos v. Honeywell Int'l, Inc.</i> (2015) 241 Cal.App.4th 1472	6
<i>Serrano v. Priest</i> (1977) 20 Cal. 3d 25	7
<i>Singer v. Becton Dickinson and Co.</i> , No. 08-CV-821-IEG, 2010 WL 2196104 (S.D. Cal. June 1, 2010)	6
<i>Sutter Health Uninsured Pricing Cases</i> (2009) 171 Cal.App.4th 495	7
<i>Vizcaino v. Microsoft Corp.</i> , 290 F.3d 1043 (9th Cir. 2002)	7
<i>Wershba v. Apple Computer, Inc.</i> (2001) 91 Cal.App.4th 224	3, 7
<i>Wren v. RGIS Inventory Specialists</i> , No. C-06-05778 JCS, 2011 WL 1230826 (N.D. Cal. Apr. 1, 2011)	6

Statutes

Lab. Code § 2698, <i>et seq.</i>	1
<i>Laffitte v. Robert Half Int’l, Inc.</i> (2016) 1 Cal.5th 480	5, 6

I. INTRODUCTION

Plaintiff Mikail Dytaniel Crosby (“Plaintiff”) seeks final approval of a non-reversionary settlement between Plaintiff and Defendant Fence Specialties, LLC (“Defendant”), with a Gross Settlement Amount (or “GSA”) of \$435,000.00. The Class Action and PAGA Settlement Agreement (“Agreement”) provides for the following deductions from the GSA:

1. A Class Counsel Fees Payment in the amount of \$145,000 (one-third (1/3) of the GSA);
2. A Class Counsel Litigation Expenses Payment in the amount of \$17,645.19;
3. A Class Representative Service Payment in the amount of \$10,000.00;
4. An Administration Expenses Payment in the amount of \$7,650; and
5. Civil penalties in the amount of \$20,000.00 to settle claims under the Private Attorneys General Act (“PAGA”), Lab. Code § 2698, *et seq.*, allocated 75% (\$15,000.00) to the California Labor and Workforce Development Agency (“LWDA), and 25% (\$5,000.00) to Aggrieved Employees, distributed pro rata based on the number of pay periods worked during the PAGA Period. *See* Declaration of Arrash Fattahi in Support of Plaintiff’s Motion for Preliminary Approval, filed April 6, 2026 (“Fattahi MPA Decl.”) ¶ 26, fn. 2; Declaration of Cassandra Polites (“Polites Decl.”) ¶¶ 14, 17, 19.

The remainder of the GSA, the “Net Settlement Amount,” will be distributed pro rata to 295 Class Members (“Participating Class Members”) based on the number of workweeks worked during the Class Period. Polites Decl. ¶¶ 14, 15.

The proposed Settlement, the product of diligent litigation, adversarial, arm’s length negotiations, and informal discovery, is a fair, adequate, and reasonable result for the Class. By resolving this matter now, Class Members are guaranteed recovery without risk of nonpayment, delay, or an adverse judgment at trial. Fattahi MPA Decl. ¶ 23.

As of the time of filing, there have been no objections to or requests for exclusion from the Settlement and no workweek disputes. Polites Decl. ¶¶ 11-13. The highest estimated Individual Class Payment is \$3,303.77, the lowest is \$12.51, and the average Individual Class Payment to Participating Class Members is \$794.59. *Id.* ¶ 16. The highest estimated average

Individual PAGA Payment to an Aggrieved Employee is \$76.47, the lowest is \$0.74, and the average Individual PAGA Payment of \$34.01. *Id.* ¶ 18. In light of the favorable response from the Class, and the facts and law set forth below and in the Motion for Preliminary Approval, Plaintiff respectfully requests that the Court enter an Order: 1) granting final approval of the Settlement; 2) entering final judgment; 3) directing distribution of Individual Class Payments to Participating Class Members; and 4) approving the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment, Administration Expenses Payment, and PAGA Penalties.

II. THE SETTLEMENT MERITS FINAL APPROVAL

For purposes of final approval, California courts consider whether the class action settlement is “fair, adequate, and reasonable” based on the following: 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. *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1801.

The Settlement satisfies all these criteria.

A. A Presumption of Fairness Exists

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, Plaintiff presented evidence that this Settlement was reached through adversarial, arm’s length bargaining with the assistance of an experienced mediator. Plaintiff also presented evidence of a thorough investigation, including through informal discovery and analysis of Class Members’ time data and payroll records and Defendant’s relevant policy documents, sufficient to allow counsel and the Court to act intelligently. *See* Fattahi MPA Decl. ¶¶ 7, 8, 14-27. Class Counsel also presented evidence of their extensive

1 experience in similar complex litigation. *Id.* ¶¶ 38-48. Finally, as of the filing of this Motion,
2 no opt outs, objections, or workweek disputes have been received. Polites Decl. ¶¶ 11-13.
3 Accordingly, the Settlement is entitled to a presumption of fairness.

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

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

14 Here, for purposes of preliminary approval, Plaintiff presented information regarding the
15 composition of the Class and the estimated maximum and realistic values of each alleged claim
16 balanced against the risks of further litigation based on the strengths of each claim in light of
17 the defenses asserted. *See Fattahi MPA Decl.* ¶¶ 14-27. Plaintiff submits that the factual record
18 is sufficiently developed to allow the Court to conclude “that the consideration being received
19 for the release of the class members’ claims is reasonable in light of the strengths and
20 weaknesses of the claims and the risks of the particular litigation.” *Munoz v. BCI Coca-Cola*
21 *Bottling Co. of Los Angeles* (2010) 186 Cal.App.4th 399, 410.

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

23 The Settlement provides for a Gross Settlement Amount (“GSA”) of \$435,000.00, from
24 which the Administrator will pay Class Counsel’s fees and litigation costs, Class Representative
25 Service Payments, Administration Expenses incurred by ILYM Group, Inc. (“ILYM” or
26 “Administrator”) for its administration of the Class Notice and settlement funds, and PAGA
27 Penalties in the amount of \$20,000, allocated 75% to the LWDA and 25% to Aggrieved
28 Employees. Polites Decl. ¶ 14; *see also* Agreement §§ 3.1, 3.2. The remaining Net Settlement

Amount, estimated at \$234,404.81, will be distributed on a pro rata basis as Individual Class Payments to 295 Participating Class Members according to the number of Workweeks they worked for Defendant in California during the Class Period. Polites Decl. ¶¶ 14, 15. *see also* Agreement §§ 1.23, 1.45, 3.2.4.

Having reviewed the Class Data produced by Defendant, the Administrator confirmed a total of 18,731 Workweeks in the Class Period. Polites Decl. ¶ 5. Accordingly, the estimated average Individual Class Payment for Participating Class Members is \$794.59 (Sec. I, *supra*). *Id.* ¶ 16. Weighing the potential value of the class claims against the risk and expense of further litigation through trial, the Settlement provides substantial relief. *See, e.g.,* Fattahi MPA Decl. ¶ 27.

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

Class Counsel’s investigation of the alleged claims, potential defenses, and applicable law was sufficient to allow Class Counsel to act intelligently. *See* Fattahi MPA Decl. ¶¶ 5-6. Specifically, Class Counsel assessed the value of the claims using data and documents provided by Defendant in informal discovery, including policy documents and timekeeping and payroll records. *Id.* Following Class Counsel’s analysis of all available information, the Parties attended mediation on October 9, 2024, with Monique Ngo-Bonnici, Esq., an experienced mediator. *Id.* ¶ 7. Extensive, adversarial arm’s length negotiations resulted in the Settlement, memorialized in the Agreement that was fully executed on August 13, 2025. *Id.* ¶ 8, Ex. 2.

E. The Experience and Views of Counsel

Plaintiff is represented by Wilshire Law Firm, PLC. Declaration of Arrash T. Fattahi in Support of Motion for Final Approval of Class Action and PAGA Settlement (“Fattahi MFA Decl.”) ¶ 3. Class Counsel regularly prosecute wage and hour cases, including class and representative actions and have successfully resolved many cases involving claims like those at issue here. *Id.* ¶¶ 6-14. In the instant matter, Class Counsel have negotiated a settlement that they believe is fair, adequate, and reasonable based on their extensive experience in this practice area. *Id.* ¶ 21.

///

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

2 The Settlement provides for \$20,000 in civil penalties to settle PAGA claims, allocated
3 75% (\$15,000) to the LWDA, and 25% (\$5,000) to Aggrieved Employees based on the number
4 of pay periods worked during the PAGA Period. Polites Decl. ¶ 14; *see also* Agreement § 3.2.5.
5 On March 23, 2026, the LWDA was provided notice of this Settlement and a copy of the
6 Agreement. Fattahi MPA Decl. ¶ 9, Ex. 3. To date, the LWDA has not responded or objected to
7 the Settlement. Fattahi MFA Decl. ¶ 26.

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

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

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

23 Class Members’ reaction to the Settlement has been overwhelmingly favorable, which
24 further supports final approval.

25 **III. THE REQUEST FOR CLASS COUNSEL FEES IS REASONABLE**

26 Attorneys’ fees in class action litigation are usually determined by two (2) primary
27 methods. *Laffitte v. Robert Half Int’l, Inc.* (2016) 1 Cal.5th 480, 489. “Percentage-of-recovery”
28 calculates the fee as a percentage of a common fund recovered on behalf of the class, while

1 “lodestar” calculates the fee by multiplying the number of hours reasonably expended by
2 counsel by a reasonable hourly rate, which amount may be adjusted based on other factors. *Id.*
3 In *Laffitte*, the California Supreme Court held that trial courts have discretion to choose between
4 the methods. *Id.* at 504. Courts also have discretion to blend the methods, using one to “cross-
5 check” the reasonableness of the other, though a cross-check is not required. *Id.* at 506.

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

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

14 The percentage-of-recovery method should be used to approve the requested attorneys’
15 fees here, as Class Counsel’s requested fee award of one third (1/3) of the GSA (\$145,000) is
16 consistent with the average fee award in class actions. *See, e.g., Roos v. Honeywell Int’l, Inc.*
17 (2015) 241 Cal.App.4th 1472 (fee award of 37.5% was not an abuse of discretion), *disapproved*
18 *of on other grounds by Hernandez v. Restoration Hardware, Inc.* (2018) 4 Cal.5th 260, 287;
19 *Wren v. RGIS Inventory Specialists*, No. C-06-05778 JCS, 2011 WL 1230826, at *29 (N.D. Cal.
20 Apr. 1, 2011) (approving fee award of 42%); *Singer v. Becton Dickinson and Co.*, No. 08-CV-
21 821-IEG, 2010 WL 2196104, at *8 (S.D. Cal. June 1, 2010) (approving fee award of one-third
22 and noting that the typical fees awarded in wage and hour class action cases ranges from 33.33%
23 to 40%).

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

25 Although *Laffitte* makes clear that a lodestar cross-check is not required, Class Counsel’s
26 lodestar supports the reasonableness of the requested fees. The lodestar is determined by
27 multiplying the number of hours reasonably expended by the reasonable hourly rate. *PLCM*
28 *Group, Inc. v. Drexler* (2000) 22 Cal.4th 1084, 1095. The lodestar may be adjusted, based on

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

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

23 The total hours Class Counsel expended on this action were reasonable and in line with
24 comparable cases. While it is not necessary here to substantiate the fee award with a lodestar, it
25 should be noted that Class Counsel spent approximately 182.9 hours prosecuting the Action,
26 which were divided among the attorneys working on this case according to skill level. Fattahi
27 MFA Decl. ¶¶ 20, 21. Multiplying the total hours expended by Class Counsel by their reasonable
28 hourly rates yields a lodestar of \$134,390. *Id.* ¶ 20. This amount results in a modest multiplier

1 of approximately 1.13. *Id.* ¶ 21. Class Counsel dedicated significant resources to this case by
2 dividing the tasks required according to skill level, and the lodestar does not include the time
3 Class Counsel will spend at the Final Approval Hearing and assisting the Administrator
4 following final approval. *Id.* The hours expended by each attorney were not duplicative and
5 reflect the extensive investigation and analysis that was required to achieve this Settlement,
6 which time could have been spent on other potentially lucrative cases, and Class Counsel's
7 lodestar reflects the efficiencies achieved by attorneys experienced in this field. *Id.* Moreover,
8 while Plaintiff is confident in the merits of his claims, a legitimate controversy exists as to each
9 cause of action, posing an actual risk that Plaintiff may not prevail at class certification and/or
10 trial. *Id.* ¶ 22. Any of these obstacles could have precluded recovery, meaning Class Counsel
11 would have been left without compensation for the time and money invested in litigating this
12 case. Despite these risks, Class Counsel took this case on a contingency basis to recover
13 compensation for Class Members (a particularly vulnerable group of hourly paid workers).
14 Consequently, Class Counsel was prevented from focusing on, or taking on, other cases that
15 could have resulted in greater, and less risky, monetary gain. *Id.*

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

18 Class Counsel's hourly rates are comparable to those charged by other class action
19 plaintiffs' counsel and the firms defending class actions and are well within the range of hourly
20 rates that the Los Angeles legal marketplace would compensate counsel for similar services
21 accomplishing similar results. Fattahi MFA Decl. ¶ 15. For example, in *Bronshteyn v. State of*
22 *California*, Los Angeles County Superior Ct. No. 19SMCV00057, Order Granting Plaintiff's
23 Motion for Statutory Attorneys' Fees and Costs filed March 30, 2023, an employment action
24 brought by two small law firms (Levy, Vinick, Burrell & Hyams LLP and Law Offices of Wendy
25 Musell), the court found that counsel's 2022 hourly rates of \$1,100 and \$1,000 per hour were
26 reasonable for the plaintiff's five senior attorneys, including \$1,000 per hour for the plaintiff's 23-
27 year lead counsel and \$850 per hour for a senior associate. These rates were then augmented by a
28 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 low multiplier in the instant matter is even more compelling given Class Counsel represents approximately 295 Class Members. *Id.* Class Counsel has also been approved as class counsel by courts in California. *Id.* ¶ 16.

Likewise, Class Counsel's hourly rates are reasonable when compared to rates charged within the relevant legal marketplace. Fattahi MFA Decl. ¶¶ 17, 18, Exs. 1, 2. In light of the foregoing, and 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 Class Members and Aggrieved Employees. Accordingly, Class Counsel respectfully requests the Court approve their \$145,000.00 fee request.

IV. THE REQUESTED LITIGATION EXPENSES PAYMENT IS REASONABLE

The Settlement permits Class Counsel to seek reimbursement of litigation costs in an amount up to \$25,000.00. The actual costs incurred are \$17,645.19, and Class Counsel anticipates incurring \$300.00 in future costs for filing fees and service fees for a total of \$17,945.19 in costs. Fattahi MFA Decl. ¶ 23, Ex. 3. These costs were reasonable and necessary to prosecute this case and obtain the results achieved. Moreover, Class Counsel's costs do not meet the maximum of \$25,000.00, and the remaining \$7,054.81 will revert to the Net Settlement Amount. *Id.*

V. THE REQUESTED CLASS REPRESENTATIVE SERVICE PAYMENT IS REASONABLE

Plaintiff also requests that he be awarded a Class Representative Service Payment of \$10,000.00 for his role in obtaining the Settlement. In evaluating a service award, 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

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 provided a declaration in support of Plaintiff’s Motion for Preliminary
4 Approval detailing the reputational and financial risks he faced in bringing the suit, the amount
5 of time and effort he spent during the pendency of this litigation, and the personal benefit he
6 will receive as a result of the litigation. *See generally* Declaration of Mikail Dytaniel Crosby,
7 filed on April 6, 2026 (“Crosby Decl.”). Plaintiff deserves adequate compensation for his role
8 in obtaining this Settlement on behalf of absent Class Members, especially since no Class
9 Member objected to the award requested. The award is thus reasonable in light of the substantial
10 benefits conferred upon the Class as a result of Plaintiff’s efforts. Fattahi MFA Decl. ¶ 25.

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

12 The Parties agreed to hire ILYM as the Administrator in this case, which choice the
13 Court preliminarily approved. The Administrator was responsible for (a) printing and mailing
14 the Class Notice, in both English and Spanish (“Class Notice Packet”); (b) receiving and
15 processing requests for exclusion and objections to the Settlement; (c) processing and resolving
16 Participating Class Members’ disputes, if any, over the number of Workweeks based on
17 Defendant’s records, which was pre-printed on their individualized Class Notice; (d)
18 establishing a QSF account and calculating Individual Class Payments and Individual PAGA
19 Payments, if eligible; (e) processing and mailing settlement checks; (f) handling tax
20 withholdings as required by the Settlement and the law; (g) preparing, issuing, and filing tax
21 returns and other applicable tax forms; (h) managing the distribution of any unclaimed funds
22 pursuant to the Settlement terms; and (i) performing other tasks as the Parties mutually agree to
23 and/or the Court orders ILYM Group to perform. Polites Decl. ¶ 3. The requested amount of
24 \$7,650.00 for services rendered and to be rendered is therefore fair and reasonable.

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 \$145,000.00 and reimbursement of litigation costs in the amount of \$17,945.19,

1 the Class Representative Service Payment in the amount of \$10,000.00, civil penalties under
2 PAGA in the amount of \$20,000.00, and administration costs for ILYM in the amount of
3 \$7,650.00.

4
5 Dated: August 24, 2026

WILSHIRE LAW FIRM, PLC

6 By: 

7 Arrash T. Fattahi
8 Arman A. Salehi
9 Karen L. Wallace

10 Attorneys for Plaintiff
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28