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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE

KEVISHA MARIAH BIVENS, individually, on
behalf of all others similarly situated, and on
behalf of the State of California and other
aggrieved persons; and MIKEALA KIARA
BARNES and JONATHAN ANTHONY
STOCKMAN, individually and on behalf of all
others similarly situated,

Plaintiffs,

v.

RIGHT AT SCHOOL, LLC, a limited liability
company; and DOES 1 through 10, inclusive,

Defendants.

Case No.: 23STCV31316

CLASS & REPRESENTATIVE ACTION

[Assigned for all purposes to: Hon. Carolyn
B. Kuhl, Dept. 12]

**NOTICE OF MOTION AND MOTION
FOR FINAL APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

FINAL APPROVAL HEARING

Date: February 19, 2026
Time: 10:30 a.m.
Dept.: 12

Complaint filed: December 21, 2023
FAC filed: December 4, 2024
SAC filed: May 12, 2025

1 **TO ALL INTERESTED PARTIES AND THEIR ATTORNEYS OF RECORD:**

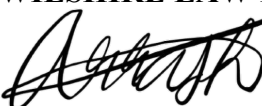
2 **PLEASE TAKE NOTICE** that on February 19, 2026 at 10:30 a.m., or as soon thereafter
3 as the matter may be heard in Department 12 of the above-entitled Court, located at 312 N. Spring
4 Street, Los Angeles, CA 90012, Plaintiffs Kevisha Mariah Bivens, Mikeala Kiara Barnes, and
5 Jonathan Anthony Stockman (collectively, “Plaintiffs”) will and hereby do move this Court for
6 an Order:

- 7 1. Granting final approval of the proposed Joint Stipulation of Settlement and
8 Release;
9 2. Awarding Class Counsel attorneys’ fees in the amount of \$933,333.33 and
10 reimbursement of litigation costs in the amount of \$19,751.79;
11 3. Awarding Plaintiffs Incentive Awards in the amount of \$7,500.00 each
12 (\$22,500.00 total);
13 4. Awarding \$24,950.00 to ILYM Group, Inc. (“ILYM”) for its settlement
14 administration expenses; and
15 5. Approving allocation of \$100,000.00 as civil penalties under the Private
16 Attorneys’ General Act of 2004 (“PAGA”), 75% of which (\$75,000.00) will be
17 paid to the California Labor and Workforce Development Agency, and 25% of
18 which (\$25,000.00) will be distributed to PAGA Members based on the number of
19 pay periods worked during the PAGA Period.

20 This Motion is based on this Notice of Motion, Memorandum of Points and Authorities,
21 the accompanying declarations, and on all records and documents on file, together with such oral
22 and documentary evidence that may be presented at the hearing on this matter.

23 Dated: January 26, 2026

WILSHIRE LAW FIRM

24 By: 
25 _____

26 Arrash T. Fattahi
27 Emily Borman
28 Arman A. Salehi

Attorneys for Plaintiffs

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1 **I. INTRODUCTION**

2 Plaintiffs Kevisha Mariah Bivens, Mikeala Kiara Barnes, and Jonathan Anthony
3 Stockman (collectively, “Plaintiffs”) seek final approval of a non-reversionary Gross Settlement
4 Amount of \$2,800,000.00. The Joint Stipulation of Settlement and Release (“Settlement”)
5 provides that the deductions will be made from the Gross Settlement Amount:

- 6 1. Attorneys’ fees in the amount of up to \$933,333.33;
7 2. Litigation costs in the amount of up to \$35,000.00;
8 3. An Incentive Award of up to \$7,500.00 per plaintiff;
9 4. Settlement administration expenses of up to \$24,950.00; and
10 5. Civil penalties in the amount of \$100,000.00 for claims under the Private
11 Attorneys’ General Act of 2004 (“PAGA”), 75% of which (\$75,000.00) will be paid to the
12 California Labor and Workforce Development Agency (“LWDA”), and 25% of which
13 (\$25,000.00) will be distributed to PAGA Members based on the number of pay periods worked
14 during the PAGA Period. (*See* Settlement, § 6.2; *see also* Declaration of Nick Castro [“Castro
15 Decl.”], ¶¶ 15, 17.)

16 After all deductions are made, the Net Settlement Amount will be distributed to 4,817
17 Class Members as of the filing of this Motion for Final Approval of Class Action and PAGA
18 Settlement (the “Motion”) (“Participating Class Members” or “Settlement Class Members”)
19 based on the number of weeks worked during the Class Period. (Castro Decl., ¶¶ 14-16.)

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

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1 There are no objections to the Settlement and one (1) request for exclusion. (Castro
2 Decl., ¶¶ 11-13.) The Participating Class Members will receive an average settlement payment
3 of \$349.64, with the highest payout reaching \$2,572.79. (*Id.* at ¶ 16.) PAGA Members will
4 receive an average settlement payment of \$5.92, with the highest payout reaching \$21.99.¹ (*Id.*
5 at ¶ 17.) In light of the Class’ favorable response, and the facts and law set forth below as well
6 as in the motion for preliminary approval, Plaintiffs respectfully request that the Court now
7 enter an Order: (1) granting final approval of the Settlement; (2) entering final judgment; (3)
8 requiring distribution of individual settlement shares to Participating Class Members; and (4)
9 approving payments for attorneys’ fees, litigation costs, the Incentive Awards, Settlement
10 Administration Expenses, and civil penalties under PAGA.

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

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

20 **A. A Presumption of Fairness Exists**

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

26 At preliminary approval, Plaintiffs presented evidence that this Settlement is entitled to

27 ¹ The average and highest payout amounts for both the Participating Class Members and PAGA Members will be
28 higher than listed here as the Declaration of Due Diligence (filed on December 19, 2025) factors in \$35,000 in
costs when Plaintiffs are only seeking 19,751.79 in costs.

1 a presumption of fairness because: (1) it was reached through arm's length bargaining with the
2 assistance of an experienced mediator; (2) Plaintiffs conducted a thorough investigation through
3 informal discovery and an analysis of Class Members' time and payroll records; and (3)
4 Plaintiffs' Counsel is experienced in similar litigation. (See Declaration of Arrash T. Fattahi in
5 Support of Plaintiffs' Motion for Preliminary Approval of Class Action Settlement ["Fattahi
6 MPA Decl."], ¶¶ 5-8, 14-28, 39-48.) One (1) of the Class Members has opted out and none
7 have objected. (See Castro Decl., ¶¶ 11-13.) Therefore, the Court can confidently conclude that
8 a presumption of fairness exists.

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

11 Courts are not required to ensure that a settlement maximizes the value of released claims
12 with mathematical precision. "[T]he test is not the maximum amount plaintiffs might have
13 obtained at trial on the complaint, but rather whether the settlement is reasonable under all of
14 the circumstances." (*Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 250,
15 disapproved of on other grounds by *Hernandez v. Restoration Hardware, Inc.* (2018) 4 Cal.5th
16 260, 269-270; see also *7-Eleven Owners for Fair Franchising v. Southland Corp.* (2000) 85
17 Cal.App.4th 1135, 1150 ["the merits of the underlying class claims are not a basis for upsetting
18 the settlement of a class action; the operative word is 'settlement.'"].) The relevant
19 circumstances include the strengths and weaknesses of plaintiffs' claims and the risks they faced
20 in litigation. (*7-Eleven*, 85 Cal.App.4th at p. 1146.)

21 Here, Plaintiffs presented sufficient information at preliminary approval regarding the
22 number of class members and an estimate of the maximum value of each of the claims alleged.
23 (See Fattahi MPA Decl., ¶¶ 14-28.) Plaintiffs have also described in detail the risks the Class faced
24 in litigation and the strengths and weaknesses of each of the claims. (See *id.*) Plaintiffs noted
25 potential difficulties in obtaining class certification and succeeding on the merits at trial. (See *id.*)
26 The factual record here is sufficiently developed to allow the Court to independently satisfy itself
27 "that the consideration being received for the release of the class members' claims is reasonable in
28 light of the strengths and weaknesses of the claims and the risks of the particular litigation."

1 (*Munoz v. BCI Coca-Cola Bottling Co. of Los Angeles* (2010) 186 Cal.App.4th 399, 410.)

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

3 The Settlement provides a \$2,800,000.00 Gross Settlement Amount (“GSA”) to be
4 distributed among the 4,817 Class Members who did not opt out as of the date of this filing.
5 (Castro Decl., ¶ 14.) The GSA will be used to pay Class Counsel’s attorneys’ fees and costs,
6 Plaintiffs’ Incentive Awards, and ILYM Group, Inc. (“ILYM”) for its administration of the
7 Class Notice and settlement funds. (*Id.* at ¶ 15.) The Settlement also allocates \$100,000.00
8 from the GSA to civil penalties under PAGA. (*See* Settlement, § 6.2; *see also* Castro Decl., ¶
9 15.) After all deductions are made, the Net Settlement Amount will be \$1,699,464.88,² which
10 will be distributed to Participating Class Members according to the number of weeks they
11 worked for Defendant during the Class Period. (*See* Settlement, § 6; *see also* Castro Decl., ¶¶
12 14-16.)

13 The Settlement Administrator has calculated a total of 122,415 workweeks in the Class
14 Period. (Castro Decl., ¶ 14.) As a result, the average recovery for Participating Class Members
15 is \$349.64, and the highest payout is \$2,572.79. (*Id.* at ¶ 16.) Weighing the potential value of
16 the class claims against the risk and expense of trial, the Settlement provides sufficient relief in
17 light of the potential risks associated with seeking a class judgment.

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

19 Class Counsel sufficiently investigated the alleged claims, applicable law, and potential
20 defenses. (*See* Fattahi MPA Decl., ¶¶ 5-6.) Specifically, Class Counsel assessed the value of
21 the claims using data and documents provided by Defendant in informal discovery, which
22 included policy documents and timekeeping and payroll records. (*See id.*) Following a
23 complete analysis of this information, the Parties attended mediation on October 28, 2024 with
24 an experienced mediator. (*Id.* at ¶ 7.) The Parties were able to reach an agreement and spent a
25 considerable amount of time negotiating the terms of the Settlement. (*See id.* at ¶ 8.)

26 ///

27 ² This figure differs than the figure in the Declaration of Due Diligence (filed on December 19, 2025) because the
28 Net Settlement Amount in the Declaration of Due Diligence factors in \$35,000 in costs when Plaintiffs are only
seeking 19,751.79 in costs.

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

2 Plaintiffs are represented by Wilshire Law Firm, PLC. (Declaration of Arrash T. Fattahi
3 in Support of Motion for Final Approval of Class Action and PAGA Settlement [“Fattahi MFA
4 Decl.”], ¶ 2.) Class Counsel prosecute wage and hour cases, including class and representative
5 actions. (*Id.* at ¶¶ 3-4.) Class Counsel has litigated many wage and hour cases and have
6 successfully resolved cases involving similar issues presented in this matter. (*Id.* at ¶¶ 4-13.)
7 Class Counsel has negotiated a settlement here that they believe is fair, reasonable, and adequate
8 based on their prior experience in litigating these types of cases. (*Id.* at ¶ 20.)

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

10 The LWDA has received the required notice of this Settlement. (Fattahi MFA Decl., ¶
11 21.) The Settlement provides for the payment of \$100,000.00 in civil penalties, 75% of which
12 (\$75,000.00) will be paid to the LWDA, and 25% of which (\$25,000.00) will be paid to PAGA
13 Members based on the number of pay periods worked during the PAGA Period. (*See* Castro
14 Decl., ¶¶ 15, 17; *see also* Settlement, § 6.2.) A copy of the Joint Stipulation of Settlement and
15 Release was submitted to the LWDA. (Fattahi MFA Decl., ¶ 21.) The LWDA has not responded
16 to or objected to the Settlement. (*Id.*)

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

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

21 When the Court granted preliminary approval, it also approved the method of providing
22 notice to Class Members. Following a search of the National Change of Address database,
23 ILYM mailed the Class Notice to all Class Members on October 14, 2025. (Castro Decl., ¶¶ 6-
24 7.) The Class Notice informed Class Members of the terms of the Settlement, the amount of
25 their individual settlements and how those amounts were calculated, their right to either
26 participate in the Settlement, opt out of it, object to it, or dispute the amount of their individual
27 settlement payment, the procedures and deadlines to submit an opt out, objection, or dispute,
28 and the date, time, and place of the hearing on Plaintiffs’ Motion for Final Approval and

1 instructions to be heard at the hearing. (*Id.* at ¶ 7, Exhibit A.) Here, in response to the Class
2 Notice, one (1) Class Members opted out, and none objected as of the date of the filing of this
3 Motion. (*Id.* at ¶¶ 11-13.) Class Members’ favorable response to the Settlement further supports
4 final approval.

5 **III. THE REQUESTED FEE AWARD IS REASONABLE AND SHOULD BE** 6 **APPROVED**

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

16 **A. The Requested Fee Award is Fair and Reasonable Based on the Percentage-of-** 17 **Recovery Method**

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

24 The requested fee award (1/3 of the GSA) is consistent with the average fee award in
25 class actions. (*See, e.g., Roos v. Honeywell Int’l, Inc.* (2015) 241 Cal.App.4th 1472 [fee award
26 of 37.5% was not an abuse of discretion], disapproved of on other grounds by *Hernandez v.*
27 *Restoration Hardware, Inc.* (2018) 4 Cal.5th 260, 287; *Wren v. RGIS Inventory Specialists*, No.
28 C–06–05778 JCS, 2011 WL 1230826, at *29 (N.D. Cal. Apr. 1, 2011) [approving fee award of

42%]; *Singer v. Becton Dickinson and Co.*, No. 08–CV–821–IEG, 2010 WL 2196104, at *8 (S.D. Cal. June 1, 2010) [approving fee award of one-third and noting that the typical fees awarded in wage and hour class action cases ranges from 33.33% to 40%].) Therefore, the percentage-of-recovery method should be utilized to approve the requested fee.

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

Although *Laffitte* makes clear that a lodestar cross-check is not required, Class Counsel’s lodestar supports the reasonableness of the requested fee. The lodestar is determined by multiplying the number of hours reasonably expended by the reasonable hourly rate. (*PLCM Group, Inc. v. Drexler* (2000) 22 Cal.4th 1084, 1095.) The lodestar figure may then be adjusted, based on consideration of factors specific to the case, in order to fix the fee at the fair market value for the legal services provided.” (*Id.*) The factors that can be considered include “the nature of the litigation, its difficulty, the amount involved, the skill required in its handling, the skill employed, the attention given, the success or failure, and other circumstances in the case.” (*Melnyk v. Robledo* (1976) 64 Cal.App.3d 618, 623-24 [citations omitted].) Additionally, Courts utilize “multipliers” to account for the risk of taking on cases where there is no guarantee of recovery, uncertainties as the amount that will be recovered, uncertainty as to the cost of litigating the case (both in effort and expenses), and uncertainty about how much time will pass before the recovery is obtained. (*Ketchum v. Moses* (2001) 24 Cal.4th 1122, 1132-33; *see also Serrano v. Priest* (1977) 20 Cal. 3d 25, 48-49 [approving the adjustment of the lodestar figure based on factors specific to the case to ensure fair market value for legal services provided on a contingency basis].) Application of that rule is particularly appropriate where the case is brought to redress important rights of vulnerable persons. (*Ketchum*, 24 Cal.4th at p. 1133.)

Generally, “[m]ultipliers can range from 2 to 4 or even higher.” (*Wershba, supra*, 91 Cal.App.4th at p. 255; *see also Sutter Health Uninsured Pricing Cases* (2009) 171 Cal.App.4th 495, 512; *Chavez v. Netflix, Inc.* (2008) 162 Cal. App. 4th, 43, 60; *Vizcaino v. Microsoft Corp.* (9th Cir. 2002) 290 F.3d 1043, 1051 n.6 [“most” common fund cases apply a multiplier of 1.0-4.0]; *Laffitte v. Robert Half Int’l* (2016) 231 Cal.App.4th 860, 881-82 [affirming a 2.13 multiplier after finding that “2 to 4” is a reasonable range for multipliers on a cross-check].)

1 Here, the application of a 3.94 multiplier supports Class Counsels' fee request of \$933,333.33.
2 (Fattahi MFA Decl., ¶ 17.)

3 The risk factors present in this case favor the application of a 3.94 multiplier. (Fattahi
4 MFA Decl., ¶ 17.) To begin, Class Counsel has singularly assumed the risk and costs of
5 litigation purely on a contingency basis. (*Id.*) And, while Plaintiffs are confident in the merits
6 of their claims, a legitimate controversy exists as to each cause of action, posing an actual risk
7 that Plaintiffs may not succeed at class certification and/or trial. (*Id.*; see Fattahi MPA Decl.,
8 ¶¶ 17-28.) Any of these obstacles could have prevented recovery completely, meaning Class
9 Counsel would have been left with no compensation for all the time and money invested in
10 litigating this case. (Fattahi MFA Decl., ¶ 18.) Despite these risks, Class Counsel took this
11 case on a contingency basis so that Class Members (a particularly vulnerable group of hourly
12 paid workers) could be compensated for their unpaid wages. (*Id.*) Consequently, Class Counsel
13 was precluded from focusing on, or taking on, other cases which could have resulted in a larger,
14 and less risky, monetary gain. (*Id.*) Moreover, Class Counsel's hourly rates are comparable to
15 those charged by other class action counsel. Class Counsel spent 274.9 hours prosecuting this
16 action, which was divided among the attorneys working on this case according to skill level.
17 (*Id.* at ¶¶ 16-17.) Multiplying the total hours expended by Class Counsel by their reasonable
18 hourly rates yields a lodestar of \$236,700. (*Id.* at ¶ 17.) The hours expended by each attorney
19 were reasonable and not duplicative and reflect the extensive investigation and analysis that was
20 required to achieve this Settlement. (*Id.*)

21 Considered against the risks of continued litigation, and the importance of advocating
22 for employment rights and a speedy recovery, the relief provided under the Settlement
23 represents a very strong result for the Class. Class Counsel's fee request is fair and reasonable
24 and should be approved.

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

27 The Settlement permits Class Counsel to seek reimbursement of litigation costs in an
28 amount up to \$35,000.00. The actual costs incurred are \$19,451.79, and Class Counsel estimates

1 that it will incur an additional \$300 for post-approval costs for a grand total of \$19,751.79,
2 which do not exceed the maximum amount allocated for litigation costs in the Settlement, as
3 such the remaining \$15,248.21 will revert to and increase the Net Settlement Amount. (Fattahi
4 MFA Decl., ¶ 19, **Exhibit 4**.) These costs were reasonable and necessary to prosecute this case
5 and obtain the results achieved. (*Id.*)

6 **V. THE REQUESTED INCENTIVE AWARDS ARE REASONABLE AND SHOULD BE**
7 **APPROVED**

8 Plaintiffs also request that they be awarded incentive awards of \$7,500.00 each for their
9 roles in obtaining the Settlement. In evaluating a service payment, the Court may consider: “(1)
10 the risk, both financial and otherwise, the class representative faced in bringing the suit; (2) the
11 notoriety and personal difficulties encountered by the class representative; (3) the amount of
12 time and effort spent by the class representative; (4) the duration of the litigation; and (5) the
13 personal benefit received by the class representative as a result of the litigation.” (*Golba v.*
14 *Dick’s Sporting Goods, Inc.* (2015) 238 Cal.App.4th 1251, 1272; *Clark v. American Residential*
15 *Services, LLC* (2009) 175 Cal.App.4th 785, 804.)

16 Here, Plaintiffs provided declarations in support of Plaintiffs’ Motion for Preliminary
17 Approval of Class Action Settlement detailing the risk they faced in bringing the suit, the
18 notoriety and personal difficulties they encountered, the amount of time and effort they spent
19 on this litigation, the duration of this litigation, and the personal benefit they will receive as a
20 result of the litigation. (*See generally*, Declaration of Plaintiff Kevisha Mariah Bivens in
21 Support of Plaintiffs’ Motion for Preliminary Approval of Class Action Settlement, filed on
22 March 10, 2025; Declaration of Plaintiff Mikeala Kiara Barnes in Support of Plaintiffs’ Motion
23 for Preliminary Approval of Class Action Settlement, filed on March 10, 2025; Declaration of
24 Plaintiff Jonathan Anthony Stockman in Support of Plaintiffs’ Motion for Preliminary Approval
25 of Class Action Settlement, filed on March 10, 2025) Plaintiffs should be adequately
26 compensated for his role in obtaining in this Settlement.

27 Additionally, no Class Members objected to the amount of additional compensation
28 sought by Plaintiffs. As such, the award is reasonable in light of the substantial benefits

1 Plaintiffs conferred upon the settlement class.

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

4 The Parties agreed to hire ILYM as the Settlement Administrator in this case and the
5 Court approved this choice at preliminary approval. The Settlement Administrator was
6 responsible for updating Class Members' mailing addresses, mailing the Class Notice to each
7 Class Member, responding to Class Member questions, providing weekly status reports, and
8 providing a declaration as to the results of the mailing. (*See* Castro Decl., ¶ 3.) Following final
9 approval, ILYM's duties will continue in order to calculate and to mail the settlement payments
10 to Class Members, disburse other payments as ordered by the Court, and perform such other
11 duties described in the Settlement. (*Id.*) The requested amount of \$24,950.00 for services
12 rendered and to be rendered is therefore fair and reasonable.

13 **VII. CONCLUSION**

14 Based on the foregoing, Class Counsel respectfully requests that the Court grant final
15 approval of the Joint Stipulation of Settlement and Release, approve Class Counsel attorneys'
16 fees in the amount of \$933,333.33 and reimbursement of litigation costs in the amount of
17 \$19,751.79, the Incentive Awards in the amount of \$7,500.00 per plaintiff (\$22,500.00 total),
18 civil penalties under PAGA in the amount of \$100,000.00, and \$24,950.00 to ILYM for its
19 settlement administration expenses.

20 Dated: January 26, 2026

WILSHIRE LAW FIRM

21
22 By: 

23 Arrash T. Fattahi
24 Emily Borman
25 Arman A. Salehi

26 Attorneys for Plaintiffs
27
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Bivens, et al. v. Right at School, LLC, et al.
23STCV31316

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PROOF OF SERVICE