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Attorneys for Plaintiffs

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SACRAMENTO

JACOB FILLMORE, individually, and on behalf of all others similarly situated,

Plaintiff,

v.

INTER-STAT, INC. dba INTER-STAT COOPERATIVE, INC., a California corporation; and DOES 1 through 10, inclusive,

Defendants.

Case No.: 23CV009170

[Assigned for All Purposes to the Hon. Lauri A. Damrell, Dept. 8B]

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

Final Approval Hearing:
Date: September 4, 2026
Time: 9:00 A.M.
Dept.: 8B

Action Filed: September 27, 2023

TO ALL INTERESTED PARTIES AND THEIR ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE that on September 4, 2026, at 9:00 a.m., or as soon thereafter as the matter may be heard in Department 8B of the Superior Court of California, County Sacramento of located at 500 G Street, Sacramento, California 95814, Plaintiffs Jacob Fillmore, Natalie Bolton, Kevon Moore, Benito Ramirez, Ezell Gardner, Keana Darrett (collectively "Plaintiffs") will and hereby do move this Court for an Order:

1. Granting final approval of the proposed Settlement Agreement;
2. Awarding Class Counsel attorneys' fees in the amount of $166,110.00 and reimbursement of litigation costs in the amount of $22,586.78;
3. Awarding Plaintiff a Class Representative Service Payment in the amount of $7,500.00 to Plaintiff Jacob Fillmore and $5,000.00 each to Plaintiffs Natalie Bolton, Kevon Moore, Benito Ramirez, Ezell Gardner, and Keana Darrett;
4. Awarding $10,000.00 to Phoenix Settlement Administrators ("Phoenix") for its settlement administration expenses; and
5. Approving allocation of $30,000.00 as civil penalties under the Labor Code Private Attorneys General Act of 2004 ("PAGA"), 75% of which ($22,500.00) will be paid to the California Labor and Workforce Development Agency, and 25% of which ($7,500.00) will be distributed to Aggrieved Employees based on the number of pay periods worked during the PAGA Period.

This Motion is based on this Notice of Motion, Memorandum of Points and Authorities, the Declaration of John G. Yslas, the Declaration of Kevin Lee, the Declaration of Jacob Fillmore, the Declaration of Natalie Bolton, the Declaration of Kevon Moore, the Declaration of Benito Ramirez, the Declaration of Ezell Gardner, the Declaration of Keana Darrett, and on all records and documents on file, together with such oral and documentary evidence that may be presented at the hearing on this matter.

Pursuant to Local Rule 1.06 (A), the Court will make a tentative ruling on the merits of this matter by 2:00 p.m., the court day before the hearing. The complete text of the tentative ruling may be downloaded off the Court's website. If the party does not have online access, they may call the dedicated phone number for the department as referenced in the local telephone directory between the hours of 2:00 p.m. and 4:00 p.m. on the court day before the hearing and receive the tentative ruling. If you do not call the Court and the opposing party by 4:00 p.m. the court day before the hearing, no hearing will be held.

Dated: August 13, 2026

WILSHIRE LAW FIRM, PLC

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

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CASES

I. INTRODUCTION

Plaintiffs Jacob Fillmore, Natalie Bolton, Kevon Moore, Benito Ramirez, Ezell Gardner, and Keana Darrett (collectively "Plaintiffs") seek final approval of a non-reversionary Gross Settlement Amount of $498,330.00. The Settlement Agreement ("Settlement") provides that the deductions will be made from the Gross Settlement Amount as follows:

1. Attorneys' fees up to one third (1/3) of the Gross Settlement Amount ($166,110.00);

2. Litigation costs up to $22,586.78;

3. A Class Representative Service Payment to Jacob Fillmore up to $7,500.00 and $5,000.00 each to Plaintiffs Natalie Bolton, Kevon Moore, Benito Ramirez, Ezell Gardner, Keana Darrett;

4. Settlement administration expenses up to $10,000.00; and

5. Civil penalties in the amount of $30,000.00 for claims under the Labor Code Private Attorneys General Act of 2004 ("PAGA"), 75% of which ($22,500.00) will be paid to the California Labor and Workforce Development Agency ("LWDA), and 25% of which ($7,500.00) will be distributed to Aggrieved Employees based on the number of pay periods worked during the PAGA Period. *See* Settlement §§ 3.2.5, 3.2.5.1; Order Granting Plaintiffs' Motion for Preliminary Approval of Class Action and PAGA Settlement filed April 1, 2026 ("MPA Order") at ¶ 2; Declaration of Kevin Lee ("Lee Decl.") at ¶ 16.

6. After all deductions are made, the Net Settlement Amount will be distributed to 425 Class Members as of the filing of this Motion for Final Approval of Class Action and PAGA Settlement (the "Motion") ("Participating Class Members" or "Settlement Class Member") based on the number of weeks worked during the Class Period. Lee Decl. at ¶ 12.

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

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8. As of the filing of this Motion, there have been no objections to the Settlement and no requests for exclusion. Lee Decl. at ¶¶ 9, 10. Participating Class Members will receive an estimated average Individual Class Payment of $557.96, with the highest estimated Individual Class Payment being $3,959.72. Lee Decl. at ¶ 15. Aggrieved Employees will receive an estimated average Individual PAGA Payment of $33.48, with the highest estimated Individual PAGA Payment being $117.53. Lee Decl. at ¶ 16. In light of the favorable response from the Class, and the facts and law set forth below as well as in the motion for preliminary approval, Plaintiffs respectfully request that the Court now enter an Order: (1) granting final approval of the Settlement; (2) entering final judgment; (3) requiring distribution of individual settlement shares to participating Class Members; and (4) approving payments for Class Counsel Fees, Class Counsel Expenses, the Class Representative Service Payments, the Settlement Administrator's costs, and civil penalties under PAGA.

II. <u>THE SETTLEMENT MERITS FINAL APPROVAL</u>

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

A. <u>A Presumption of Fairness Exists</u>

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

At preliminary approval, Plaintiffs presented evidence that this Settlement is entitled to a presumption of fairness because: (1) it was reached through arm's length bargaining with the assistance of an experienced mediator; (2) Plaintiffs conducted a thorough investigation through informal discovery and an analysis of Class Members' time data and payroll records and policy documents pertaining to Plaintiffs' claims; and (3) Class Counsel is experienced in similar litigation. *See* Declaration of John G. Yslas in Support of Motion for Preliminary Approval of Class Action and PAGA Settlement ("Yslas MPA Decl.") filed February 18, 2026, at ¶¶ 5, 8, 21-32. As of the filing of this Motion, no Class Members have opted out and none have objected. *See* Lee Decl. at ¶¶ 9, 10. Therefore, the Court can confidently conclude that a presumption of fairness exists.

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

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

Here, Plaintiffs presented sufficient information at preliminary approval regarding the number of Class Members and an estimate of the maximum value of each of the claims alleged. *See* Yslas MPA Decl. at ¶ 9-19. Plaintiffs have also described in detail the risks the Class faced in litigation and the strengths and weaknesses of each of the claims. *See id.* Defendant denied Plaintiffs' allegations, and Plaintiffs noted potential difficulties in obtaining class certification and succeeding on the merits at trial. *See id*. The factual record here is sufficiently developed to allow the Court to independently satisfy itself "that the consideration being received for the release of the class members' claims is reasonable in light of the strengths and weaknesses of the claims and the risks of the particular litigation." *Munoz v. BCI Coca-Cola Bottling Co. of Los Angeles*, 186 Cal.App.4th 399, 410 (2010).

C. The Amount Offered in Settlement

The Settlement provides for a $498,330.00 Gross Settlement Amount ("GSA") with the Net Settlement Amount to be distributed among the 425 Class Members who did not opt out as of the date of this filing. Lee Decl. at ¶¶ 12, 14. The GSA will be used to pay Class Counsel's attorneys' fees and litigation costs, Plaintiffs' Class Representative Service Payments, and the fees and expenses of Phoenix Settlement Administrators ("Phoenix") for its administration of the Class Notice and settlement funds. *Id*. at ¶ 14. The Settlement also allocates $30,000.00 from the GSA to civil penalties under PAGA. *See* Settlement Agreement at § 3.2.5; MPA Order at ¶ 2; Lee Decl. at ¶ 16. After all deductions are made, the Net Settlement Amount available to Participating Class Members for their Individual Class Payment is estimated to be $237,133.22, which will be distributed to Participating Class Members according to the number of Workweeks they worked for Defendant during the Class Period. *See* Lee Decl. at ¶ 12, 14; Settlement Agreement at § 3.2.4.

The Settlement Administrator has calculated a total of 17,906 Workweeks in the Class Period. Lee Decl. at ¶ 12. As a result, the estimated average Individual Class Payment for Participating Class Members is $557.96, and the highest estimated Individual Class Payment for Participating Class Members is $3,959.72. *Id*. at ¶ 15. Weighing the potential value of the class claims against the risk and expense of trial, the Settlement provides substantial relief in light of the potential risks associated with seeking a class judgment.

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

Class Counsel sufficiently investigated the alleged claims, applicable law, and potential defenses. *See* Yslas MPA Decl. at ¶ 8. Specifically, Class Counsel assessed the value of the claims using data and documents provided by Defendant in informal discovery, which included policy documents and timekeeping and payroll records. *Id*. Following a complete analysis of this information, the Parties attended mediation on July 28, 2025, with an experienced mediator and accepted a mediator's proposal. *Id.* at ¶ 5. The Parties negotiated the terms of the Settlement over several months and finalized the terms of the Settlement in November 2025 *Id.* at ¶ 6.

E. <u>**The Experience and Views of Counsel**</u>

Plaintiffs are represented by Wilshire Law Firm, PLC. Declaration of John G. Yslas in Support of Motion for Final Approval of Class Action and PAGA Settlement ("Yslas MFA Decl.") at ¶ 3. Class Counsel prosecutes wage and hour cases, including class and representative actions. *Id*. at ¶¶ 4, 5. Class Counsel has litigated many wage and hour cases and has successfully resolved cases involving similar issues presented in this matter. *Id*. at ¶¶ 7, 11-15, 17. Class Counsel has negotiated a settlement here that they believe is fair, reasonable, and adequate based on Class Counsel's prior experience litigating these types of cases. *Id*. at ¶ 24.

F. <u>**The Presence of a Government Participant**</u>

The LWDA has received the required notice of this Settlement. On January 16, 2024, Plaintiffs provided notice to the LWDA of the specific provisions of the Labor Code alleged to have been violated, including the facts and theories in support. Yslas MPA Decl. at ¶ 4, Exhibits 1-3. The Settlement provides for the payment of $30,000.00 in civil penalties, 75% of which ($22,500.00) will be paid to the LWDA, and 25% of which ($7,500.00) will be paid to Aggrieved Employees based on the number of pay periods worked during the PAGA Period. *See* Lee Decl. at ¶ 16; MPA Order at ¶ 2; Settlement Agreement at §§ 3.2.5, 3.2.5.1. Plaintiff submitted a copy of the Settlement Agreement to the LWDA on February 18, 2026. Yslas MPA Decl. at ¶ 7, Exhibit 5. The LWDA has not responded to or objected to the Settlement. Yslas MFA Decl. at ¶ 25.

G. <u>**The Reaction of Class Members to the Proposed Settlement**</u>

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

When the Court granted preliminary approval, it also approved the method of providing notice to Class Members. Following a search of the National Change of Address database, Phoenix mailed the Class Notice to all Class Members on April 28, 2026. Lee Decl. at ¶¶ 4, 5. The Class Notice informed Class Members of the terms of the Settlement, the amount of their individual settlements and how those amounts were calculated, their right to either participate in the Settlement, opt out of it, object to it, or dispute the amount of their individual settlement payment, the procedures and deadlines to submit an opt out, objection, or dispute, and the date, time, and place of the hearing on Plaintiffs' Motion for Final Approval and instructions to be heard at the hearing. *Id.* at ¶ 5, Exhibit A. In response to the Class Notice, Phoenix has received no requests for exclusion from Class Members, no objections from any Class Members, and no disputes from Class Members, as of the date of the filing of this Motion. *Id*. at ¶¶ 9-11. Class Members' favorable response to the Settlement further supports final approval.

III. <u>THE REQUESTED FEE AWARD IS REASONABLE AND SHOULD BE APPROVED</u>

There are two (2) primary methods of determining a reasonable attorney fee in the context of class action litigation. *Laffitte v. Robert Half Int'l, Inc.*, 1 Cal.5th 480, 489 (2016). The percentage-of-recovery method calculates the fee as a percentage of a common fund recovered on behalf of the class. *Id*. The lodestar method calculates the fee by multiplying the number of hours reasonably expended by counsel by a reasonable hourly rate, which amount then may be adjusted based on other factors. *Id*. In *Laffitte*, the California Supreme Court held that trial courts have the discretion to choose between the two (2) calculation methods. *Id*. at 504. Trial courts also have the discretion to blend the two (2) fee calculation methods, using one method to "cross-check" the reasonableness of the other's result, but a cross-check is not required. *Id*. 506.

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

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

The requested fee award of one third (1/3) of the GSA ($166,110.00) is consistent with the average fee award in class actions. *See*, *e.g.*, *Roos v. Honeywell Int'l, Inc.*, 241 Cal.App.4th 1472 (2015) (fee award of 37.5% was not an abuse of discretion), disapproved of on other grounds by *Hernandez v. Restoration Hardware, Inc.*, 4 Cal.5th 260, 287 (2018); *Wren v. RGIS Inventory Specialists*, No. C-06-05778 JCS, 2011 WL 1230826, at *29 (N.D. Cal. Apr. 1, 2011) (approving fee award of 42%); *Singer v. Becton Dickinson and Co.*, No. 08-CV-821-IEG, 2010 WL 2196104, at *8 (S.D. Cal. June 1, 2010) (approving fee award of one-third and noting that the typical fees awarded in wage and hour class action cases ranges from 33.33% to 40%). Therefore, the percentage-of-recovery method should be utilized to approve the requested fee.

B. <u>A Lodestar Cross-Check Confirms the Reasonableness of the Requested Fee</u>

Although *Laffitte* makes clear that a lodestar cross-check is not required, Class Counsel's lodestar supports the reasonableness of the requested fee. The lodestar is determined by multiplying the number of hours reasonably expended by the reasonable hourly rate. *PLCM Group, Inc. v. Drexler*, 22 Cal.4th 1084, 1095 (2000). The lodestar figure may then be adjusted, based on consideration of factors specific to the case, in order to fix the fee at the fair market value for the legal services provided." *Id*. The factors that can be considered include "the nature of the litigation, its difficulty, the amount involved, the skill required in its handling, the skill employed, the attention given, the success or failure, and other circumstances in the case." *Melnyk v. Robledo*, 64 Cal.App.3d 618, 623-624 (1976) (citations omitted). Additionally, Courts utilize "multipliers" to account for the risk of taking on cases where there is no guarantee of recovery, uncertainties as the amount that will be recovered, uncertainty as to the cost of litigating the case (both in effort and expenses), and uncertainty about how much time will pass before the recovery is obtained. *Ketchum v. Moses*, 24 Cal.4th 1122, 1132-33 (2001); *see also Serrano v. Priest*, 20 Cal. 3d 25, 48-49 (1977) (approving the adjustment of the lodestar figure based on factors specific to the case to ensure fair market value for legal services provided on a contingency basis). Application of that rule is particularly appropriate where the case is brought to redress important rights of vulnerable persons. *Ketchum*, 24 Cal.4th at 1133.

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

The total hours expended on this action by Class Counsel were reasonable and in line with comparable cases. While it is not necessary to substantiate the fee award with a lodestar in this Action, it should be noted that Class Counsel spent approximately 182.7 hours prosecuting this action, which were divided among the attorneys working on this case according to skill level. Yslas MFA Decl. at ¶¶ 21, 22. Multiplying the total hours expended by Class Counsel by their reasonable hourly rates yields a lodestar of $156,315.00. *Id*. at ¶ 21. This amount results in a modest 1.06 multiplier. *Id*. at ¶ 22. Class Counsel's lodestar does not include the time Class Counsel will spend at the final approval hearing and assisting the Settlement Administrator following final approval. *Id*. Class Counsel dedicated significant resources to this case by dividing the tasks required according to skill level. *Id*. The hours expended by each attorney were not duplicative and reflect the extensive investigation and analysis that was required to achieve this Settlement. This time could have been spent on other potentially lucrative cases. *Id*. Class Counsel's lodestar reflects the efficiencies achieved by attorneys experienced in this field. *Id*. Moreover, Class Counsel has singularly assumed the risk and costs of litigation purely on a contingency basis. *Id*. And, while Plaintiffs are confident in the merits of their claims, a legitimate controversy exists as to each cause of action, posing an actual risk that Plaintiffs may not succeed at class certification and/or trial. *Id*. Any of these obstacles could have prevented recovery completely, meaning Class Counsel would have been left with no compensation for all the time and money invested in litigating this case. *Id*. Despite these risks, Class Counsel took this case on a contingency basis so that Class Members (a particularly vulnerable group of hourly paid workers) could be compensated for their unpaid wages. *Id*. Consequently, Class Counsel was precluded from focusing on, or taking on, other cases which could have resulted in a larger, and less risky, monetary gain. *Id*.

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

Class Counsel's hourly rates are comparable to those charged by other class action plaintiffs' counsel and the firms defending class actions. Yslas MFA Decl. at ¶ 16. Class Counsel's rates are well within the range of hourly rates that the Los Angeles legal marketplace would compensate counsel for similar services accomplishing similar results. *Id*. For example, in *Bronshteyn v. State of California*, Los Angeles County Superior Ct. No. 19SMCV00057, Order Granting Plaintiff's Motion for Statutory Attorneys' Fees and Costs filed March 30, 2023, an employment action brought by two small law firms (Levy, Vinick, Burrell & Hyams LLP and Law Offices of Wendy Musell), the court found that counsel's 2022 hourly rates of $1,100 and $1,000 per hour were reasonable for the plaintiff's five senior attorneys, including $1,000 per hour for the plaintiff's 23-year lead counsel and $850 per hour for a senior associate. *Id*. These rates were then augmented by a 1.75 lodestar multiplier and affirmed by the California Court of Appeals. *Id*. The rates (and multiplier) requested here are well in line with those found reasonable in *Bronshteyn*. In *Tran v. Golden State FC LLC*, *et al*. (LASC Case No. BC699931), Fee Order filed 4/8/2022, the court found hourly rates of $1,300 per hour reasonable for plaintiff's 32-year attorney and $1,000 per hour reasonable for a 14-year attorney. *Id*. The multiplier here is even more compelling given Class Counsel represents approximately 425 Class Members. *Id*.

Class Counsel has also been approved as class counsel by courts in California. Yslas MFA Decl. at ¶ 17. *See,* e.g., *Matthew Veliz v. DrinkPak, LLC*, Los Angeles County Superior Court, Case No. 22STCV37384, *Ismael Villegas-Sanchez v. COE Orchard Equipment, Inc.*, Sutter County Superior Court, Case No. CVCS22-0002261; *Jessica Bronsal v. PTI Technologies Inc.*, Ventura County Superior Court, Case No. 202200570361CUOE; *Miguel A. Vigil Ruiz v. The De Ruosi Group, LLC*, San Joaquin County Superior Court, Case No. STK-CV-UOE-2022-8780;

Gutierrez v. Top Drawer Merch, LLC et al, Los Angeles County Superior Court, Case No. 23STCV04299; *Wing v. Road Machinery, LLC et al*, Kern County Superior Court, Case No. BCV-22-102896; *Hernandez v. SGPS Showrig Los Angeles, Inc.*, Los Angeles County Superior Court, Case No. 22STCV28155; *Azevedo v. Tulare Nursing & Rehabilitation Hospital, Inc.*, Tulare County Superior Court, Case No. VCU293325; *Haser v. Universal Chain of California, Inc.*, Sacramento County Superior Court, Case No. 34-2022-00332268; *Caldera v. Performance Online, Inc. et al*, Riverside County Superior Court, Case No. CVRI2306013; *Goosby v. CiminoCare, Inc.*, Sacramento County Superior Court, Case No. 34-2022-00329033; *Rooks v. Hot Cakes Restaurant Group, Inc.*, San Joaquin County Superior Court, Case No. STK-CV-UOE-2022-11056; *Garcia v. Compassionate Heart*, Orange County Superior Court, Case No. 30-2022-01294409-CU-OE-CXC; *Parra v. Citrus Valley Management Services, Inc.*, Riverside County Superior Court, Case No. CVRI2301768; *Torres v. HomeShield Pest Control Inc.*, Placer County Superior Court, Case No. S-CV-0049525; *Cabrera v. Creekside Auto Group*, Santa Clara County Superior Court, Case No. 23CV415661; *Simpson v. Arcos*, Riverside Superior Court, Case No. CVRI2303337; *Payne v. Planned Parenthood: Shasta-Diablo, Inc.*, San Francsico County Superior Court, Case No. CGC-23-607359. *Id*. The total hours expended on this action are reasonable and in line with those expended in comparable cases. *Id*.

In cases in which Class Counsel has been approved as class counsel, California courts have approved rates similar to those requested by Class Counsel in the instant case. Yslas MFA Decl. at ¶ 18. *See*, e.g., *Rodolfo Ponce v. Youbar, Inc.*, Los Angeles County Superior Court, Case No. 22STCV37519 (WLF's rates were approved as follows: John G. Yslas ($1,500.00), Samantha A. Smith ($1,000.00), Jeffrey C. Bils ($850.00), Aram Boyadjian ($600.00), Lisa B. Iturriaga ($550.00), and Andrew Sandoval ($500.00)); *Sabrina N. Batres v. Wish Automotive II, Inc. dba Infiniti of Van Nuys*, Los Angeles County Superior Court, Case No. 23STCV19968 (WLF's rates were approved as follows: John G. Yslas ($1,500.00), Jeffrey C. Bils ($850.00), Aram Boyadjian ($600.00), Lisa B. Iturriaga ($550.00), and Andrew Sandoval ($500.00)); *Diandrea Correa et al. v. CareMeridian, LLC, et. al.,* Los Angeles County Superior Court, Case No. 23STCV10707 (WLF's rates were approved as follows: John G. Yslas ($1,500.00), Samantha A. Smith ($1,000.00), Jeffrey C. Bils ($850.00), Fawn F. Bekam ($800.00), Diego Aviles ($800.00), Aram Boyadjian ($600.00), Harry Erganyan ($600.00), Lisa B. Iturriaga ($550.00), and Andrew Sandoval ($500.00)); *Carlos Santos Granados v. Sunny Hills Management Co., Inc.,* Los Angeles County Superior Court, Case No. 23STCV02109 (WLF's rates were approved as follows: John G. Yslas ($1,500.00), Samantha A. Smith ($1,000.00), Jeffrey C. Bils ($850.00), Diego Aviles ($750.00), Courtney M. Miller ($650.00), Aram Boyadjian ($600.00), Harry Erganyan ($600.00), Mariam Nazaretyan ($550.00), Lisa B. Iturriaga ($550.00), and Andrew Sandoval ($500.00)); *Kayla Kurges v. Khanna Enterprises, Ltd. dba Sheraton Agoura Hills,* Los Angeles County Superior Court, Case No. 24STCV01590 (WLF's rates were approved as follows: John G. Yslas ($1,500.00), Jeffrey C. Bils ($850.00), Aram Boyadjian ($600.00), Lisa B. Iturriaga ($550.00), and Andrew Sandoval ($500.00)); *Thora Magney et al. v. Levi Strauss & Co., et al.*, Los Angeles County Superior Court, Case No. 24STCV02320 (WLF's rates were approved as follows: John G. Yslas ($1,500.00), Samantha A. Smith ($1,000.00), Jeffrey C. Bils ($850.00), Fawn F. Bekam ($800.00), Aram Boyadjian ($600.00), Lisa B. Iturriaga ($550.00), and Andrew Sandoval ($500.00)); *Armando Muniz, et al. v. Lot LLC, dba Lot Management LLC (fka Red Cow, Inc.) et. al.*, Los Angeles County Superior Court, Case No. 22STCV32901 (WLF's rates were approved as follows: John G. Yslas ($1,500.00), Samantha A. Smith ($1,000.00), Jeffrey C. Bils ($850.00), Diego Aviles ($750.00), Aram Boyadjian ($600.00), Harry Erganyan ($600.00), Mariam Nazaretyan ($550.00), Lisa B. Iturriaga ($550.00), and Andrew Sandoval ($500.00)); *George Munoz v. Century West, LLC dba Century West BMW*, Los Angeles County Superior Court, Case No. 23STCV04247 (WLF's rates were approved as follows: John G. Yslas ($1,500.00), Samantha A. Smith ($1,000.00), Jeffrey C. Bils ($850.00), Aram Boyadjian ($600.00), Lisa B. Iturriaga ($550.00), and Andrew Sandoval ($500.00)); *Ivan S. Martinez II et. al. v. The Haar Company, et. al.,* Los Angeles County Superior Court, Case No. 23STCV21651 (WLF's rates were approved as follows: John G. Yslas ($1,500.00), Samantha A. Smith ($1,000.00), Jeffrey C. Bils ($850.00), Diego Aviles ($750.00), Aram Boyadjian ($600.00), Harry Erganyan ($600.00), Mariam Nazaretyan ($550.00), Lisa B. Iturriaga ($550.00), and Andrew Sandoval ($500.00)).

Id.

Likewise, Class Counsel's hourly rates are reasonable when compared to rates charged within the relevant legal marketplace. Yslas MFA Decl. ¶ 19, Exhibit 1. 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 the Class Members and Aggrieved Employees. Class Counsel's fee request is fair and reasonable and should be approved. Accordingly, Class Counsel respectfully requests the Court approve their $166,110.00 fee request.

IV. <u>THE REQUESTED COST AWARD IS REASONABLE AND SHOULD BE APPROVED</u>

The Settlement permits Class Counsel to seek reimbursement of litigation costs in an amount up to $35,000.00. The actual costs incurred are $22,568.78 therefore Class Counsel is seeking reimbursement of $22,568.78. Yslas MFA Decl. at ¶ 23, Exhibit 3. Since Class Counsel's costs do not meet the maximum of $35,000.00, the remaining $12,413.22 will revert to the Net Settlement Amount. *Id*. These costs were reasonable and necessary to prosecute this case and obtain the results achieved. *Id*.

V. <u>THE REQUESTED CLASS REPRESENTATIVE SERVICE PAYMENTS ARE REASONABLE AND SHOULD BE APPROVED</u>

Plaintiffs also request that they be awarded a Class Representative Service Payment of $7,500 to Plaintiff Jacob Fillmore and up to $5,000.00 each to Plaintiffs Natalie Bolton, Kevon Moore, Benito Ramirez, Ezell Gardener, and Keana Darrett for their role in obtaining the Settlement. In evaluating a service payment, the Court may consider: "(1) the risk, both financial and otherwise, the class representative faced in bringing the suit; (2) the notoriety and personal difficulties encountered by the class representative; (3) the amount of time and effort spent by the class representative; (4) the duration of the litigation; and (5) the personal benefit received by the class representative as a result of the litigation." *Golba v. Dick's Sporting Goods, Inc.*, 238 Cal.App.4th 1251, 1272 (2015); *Clark v. American Residential Services, LLC*, 175 Cal.App.4th 785, 804 (2009).

Here, Plaintiffs provided declarations in support of Plaintiffs' Motion for Preliminary Approval of Class Action and PAGA Settlement and declarations in support of Plaintiffs' Motion for Final Approval of Class Action and PAGA Settlement detailing the risk they faced in bringing the suit, the notoriety and personal difficulties they encountered, the amount of time and effort they spent on this litigation, the duration of this litigation, and the personal benefit they will receive as a result of the litigation. *See generally* Plaintiffs' Declarations in Support of Plaintiffs' Motion for Final Approval of Class Action and PAGA Settlement filed concurrently herewith. Plaintiffs should be adequately compensated for their role in obtaining in this Settlement.

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

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

The Parties agreed to hire Phoenix as the Settlement Administrator in this case and the Court approved this choice at preliminary approval. The Settlement Administrator was responsible for (i) preparing, translating, printing, and mailing the Class Notice; (ii) responding to inquiries from Class Members; (iii) reviewing the number of weeks each Class Member worked during the Class Period and the number of workweeks that each Aggrieved Employee worked during the PAGA Period; (iv) determining the validity of Requests for Exclusion, Objections, and/or disputes regarding the number of Workweeks submitted by Class Members; (v) calculating the Net Settlement Amount and the Individual Class Payments to Class Members; (vi) calculating and issuing the Individual Settlement Payments and distributing them to Participating Class Members and Individual PAGA Payments to Aggrieved Employees; (vii) issuing the payment to Class Counsel for Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment, the Class Representative Service Payments to Plaintiffs, and the employer/employee payroll taxes to the appropriate taxing authorities; and (viii) such other tasks as set forth in the Settlement Agreement or as the Parties mutually agree or as the Court orders. Lee Decl. at ¶ 2. The requested amount of $10,000.00 for services rendered and to be rendered is therefore fair and reasonable.

VII. CONCLUSION

Based on the foregoing, Class Counsel respectfully requests that the Court grant final approval of the Class Action and PAGA Settlement, approve Class Counsel's attorneys' fees in the amount of $166,110.00 and reimbursement of litigation costs in the amount of $22,586.78, the Class Representative Service Payments in the amount of $7,500 to Plaintiff Jacob Fillmore and $5,000.00 each to Plaintiffs Natalie Bolton, Kevon Moore, Benito Ramirez, Ezell Gardener, and Keana Darrett, civil penalties under PAGA in the amount of $30,000.00, and settlement administration costs for Phoenix in the amount of $10,000.00

Dated: August 13, 2026 **WILSHIRE LAW FIRM, PLC**

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