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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN BERNARDINO

VINCENT HALL, on behalf of himself and all others similarly situated, Plaintiff, v. ALDERWOOD RESORT MANAGEMENT, LLC, a California Limited Liability Company; and DOES 1-50, inclusive. Defendants.	CASE NO.: CIVSB2402759 *Assigned to the Hon. Michael A. Sachs* **PLAINTIFF'S NOTICE OF MOTION AND MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT** **HEARING INFO** Date: September 10, 2026 Time: 8:30 a.m. Dept.: S28

TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE that on September 10, 2026, at 8:30 a.m., or as soon thereafter as the matter may be heard, in Department S28 of the San Bernardino County Superior Court, located at 247 W. Third Street, San Bernardino, California 92415, before the Honorable Michael A. Sachs, Plaintiff Vincent Hall, individually and on behalf of all others similarly situated, will and hereby does move the Court, pursuant to Code of Civil Procedure section 382, for entry of an Order granting final approval of the parties' Class Action and PAGA Settlement Agreement (the "Settlement Agreement" or "Settlement"). The Court preliminarily approved the Settlement on or about April 24, 2026.

This Motion, which is supported and unopposed by Defendant Alderwood Resort Management, LLC ("Defendant"), seeks final approval of a $1,272,115.09 Settlement on behalf of the Class Members and entry of judgment.

Specifically, Plaintiff will and hereby does move the Court to grant final approval of the Settlement Agreement and enter the Proposed Order and Final Judgment filed concurrently herewith:

1. Finally certifying the Class, as defined in the Settlement Agreement and the Court's Order Granting Preliminary Approval of the Class Action Settlement;

2. Finally appointing Plaintiff Vincent Hall as the Class Representative for purposes of settlement;

3. Finally appointing Joshua Falakassa of Falakassa Law, P.C. and Mehrdad Bokhour of Bokhour Law Group, P.C. as Class Counsel for purposes of settlement;

4. Finding that the Class Notice was properly provided to the Class in accordance with the Court's Order Granting Preliminary Approval of Class Action Settlement;

5. Finally approving the Settlement as fair, adequate, and reasonable, based upon the terms set forth in the Settlement Agreement;

6. Binding Participating Class Members to the terms of the Settlement Agreement, including the Release specified therein; and

7. Retaining jurisdiction to enforce the Settlement Agreement.

8. Setting a Settlement Compliance Hearing and directing Class Counsel, at least 15 days before the hearing, to file a declaration from the Settlement Administrator addressing the status of settlement administration and distribution, including the amounts distributed, the number and value of checks cashed and remaining uncashed, any amounts transmitted or to be transmitted to the California Controller's Unclaimed Property Fund, and confirmation that all other payments required under the Settlement Agreement have been made

This Motion is based upon this notice, the accompanying memorandum of points and authorities, the Declarations of Mehrdad Bokhour and Joshua Falakassa in Support of Final Approval of Class Action Settlement, and the Declaration of Plaintiff Vincent Hall in Support of the Plaintiff's Motion for Preliminary Approval of Class Action Settlement, and the Declaration of Garvin Brown of ILYM Group, Inc.–all filed concurrently herewith; the records and files in this Action, and any other further evidence or argument that the Court may receive at or before the hearing.

Respectfully submitted,

Dated: August 17, 2026,

BOKHOUR LAW GROUP, P.C.
FALAKASSA LAW, P.C.

By: ______________________________
Mehrdad Bokhour, Esq.
Joshua Falakassa, Esq.
Attorneys for Plaintiff and the Putative Class

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I. INTRODUCTION

This Motion seeks final approval of a wage and hour class action settlement between Plaintiff Vincent Hall ("Plaintiff") and Defendant Alderwood Resort Management, LLC ("Defendant") (collectively, the "Parties") in the escalated amount of $1,272,115.09 (the "Gross Settlement Amount"). The Gross Settlement Amount will provide payments to 386 Class Members who worked for Defendant in a nonexempt hourly position in California at any time from January 11, 2020, through April 24, 2026 (the "Class Period").

Plaintiff also represents a group of PAGA Members on behalf of the State of California as private attorney general pursuant to the California Labor Code Private Attorneys General Act of 2004 ("PAGA"). (Lab. Code, §§ 2698–2699.5.) The PAGA Members include any nonexempt hourly employee who works or worked for Defendant in California at any time from January 11, 2023, through April 24, 2026.

A true and correct copy of the Class Action and PAGA Settlement Agreement ("Settlement Agreement") is attached as **Exhibit B** to the concurrently filed Declaration of Mehrdad Bokhour in Support of Plaintiff's Motion for Final Approval of Class Action Settlement ("Bokhour Decl."). The Settlement Agreement, in its entirety, is incorporated herein by reference.

On or about April 24, 2026, the Court granted preliminary approval of the Settlement Agreement. Pursuant to that order, on June 12, 2026, ILYM Group, Inc. (the "Settlement Administrator" or "ILYM") mailed the Court-approved Notice of Proposed Class Action Settlement (the "Class Notice") to all Class Members. (See Declaration of Garvin Brown of ILYM, in Support of Motion for Final Approval of Class Action Settlement ("Brown Decl."), at ¶¶ 3-15.)

A copy of the Class Notice is attached to Brown Decl. as **Exhibit A**.

II. PERTINENT BACKGROUND AND SETTLEMENT TERMS

Plaintiff and the Class Members include all current and former non-exempt, hourly employees of Defendant who worked in California at any time between January 11, 2020, and April 24, 2026. (Declaration of Mehrdad Bokhour in Support of Motion for Final Approval of

Class Action Settlement; ¶ 27 (“Bokhour Decl.”)).

Plaintiff’s primary allegations were that Defendant (1) failed to pay all wages owed, (2) failed to provide compliant meal and rest periods or pay compensation in lieu thereof at the “regular rate of pay”, (3) failed to provide accurate itemized wage statements, (4) failed to provide timely pay upon separation of employment, and (5) claims for civil penalties under the PAGA arising from the alleged Labor Code violations. (*Id.*)

The Class includes 386 individuals who worked for Defendant in a nonexempt hourly position in California at any time during the Class Period. The following table reflects the allocations requested from the Gross Settlement Amount. (Declaration of Garvin Brown Regarding Notice and Settlement Administration (“Brown Decl.”), ¶¶ 6, 15, 18.)

	Total Amount
Settlement Amount	$1,272,115.09
Attorneys’ Fees (1/3)	$424,038.36
Litigation Costs	$12,481.64
Settlement Administrator Costs	$6,550.00
PAGA payment to LWDA	$15,000.00
PAGA payment to PAGA Members	$5,000.00
Class Representative Service Payment	$15,000.00
Net Settlement Amount	$794,045.09

Class Members who did not opt-out of the Settlement in a timely manner will be deemed to have participated in the Settlement and shall become Participating Class Members without having to submit a claim form or take any other action. Each Participating Class Member will receive a pro-rata share of the Net Settlement Amount according to the percentage of weeks the Class Member worked during the Class Period, such that the amount actually distributed to Participating Class Members will equal 100% of the Net Settlement Amount.

Assuming the Court approves all the amounts in the Settlement, the average payment to each Participating Class Member is estimated to be approximately **$2,057.11,** and the highest payment is estimated to be approximately **$8,193.48**. (Brown Decl. ¶ 15.)

20% of each Individual Class Payment will be allocated to wages and will be subject to applicable tax withholdings. The remaining 80% will be allocated to interest and penalties and will not be subject to wage withholdings. Defendant will fund the Gross Settlement Amount within 60 days after Final Approval. Within 10 days after Defendant funds the Gross Settlement Amount, the Settlement Administrator will issue all payments required by the Settlement. (Settlement, ¶¶ 3.2.4.1, 4.3–4.4.)

The Settlement allocates $20,000 to resolve the PAGA claims, with 75% ($15,000) payable to the LWDA and 25% ($5,000) distributed to the 264 PAGA Members as Individual PAGA Payments pursuant to the allocation formula in the Settlement Agreement. (Lab. Code, § 2699, subd. (m).)[1] The Parties reached this allocation following extensive investigation, review of payroll and timekeeping data, evaluation of potential exposure, and arm's-length negotiations before an experienced mediator.

The Parties also considered the substantial litigation risks associated with the PAGA claims, including disputes regarding whether any Labor Code violations occurred, whether penalties could be established on a representative basis, whether penalties should be reduced under Labor Code section 2699(e)(2), and whether Plaintiff could establish entitlement to recover penalties for all alleged violations. Defendant denies all liability and contends that its policies and practices complied with California law at all relevant times.

Additionally, the Settlement provides meaningful direct relief to the affected employees while preserving its non-reversionary nature. Accordingly, the requested PAGA allocation is fair, adequate, and reasonable under Labor Code section 2699(l)(2).

In light of this overwhelmingly positive reaction to the Settlement and its overall terms, it is clear that the Settlement, which was the product of arm's length negotiations, is fair and reasonable, and the parties therefore respectfully request that the Court grant final approval and enter the proposed judgment as requested. (See *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1800–1802 [class action settlements should be approved if they are fair and reasonable, and

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[1] This action and underlying PAGA claim is governed by the version of the Private Attorneys General Act ("PAGA") in effect before the amendments enacted through Senate Bill 92 and Assembly Bill 2288, which became effective on June 19, 2024. Because Plaintiff's PAGA notice was submitted before the effective date of those amendments, the prior version of Labor Code section 2699, subdivision (i), applies. Accordingly, any civil penalties recovered must be distributed with 75% paid to the Labor and Workforce Development Agency and 25% paid to the aggrieved employees.

a low percentage of objectors and requests for exclusion is evidence of an agreement's fairness].)

III. THE NOTICE PROCESS

A. Notice to the Class Members

Pursuant to the Court's Preliminary Approval Order and the Settlement Agreement, the parties directed the Settlement Administrator to review and update the Class Members' addresses, mail the Court-approved Class Notice to the Class Members, and process their responses. (Brown Decl. ¶¶ 3-5.) Before mailing the Class Notice, the Settlement Administrator performed a National Change of Address search on all Class Members to determine if any had moved. (Brown Decl. ¶ 5.)

On June 12, 2026, ILYM mailed the Court-approved Notice Packet to all 386 Class Members. Before mailing, ILYM performed an NCOA search and obtained new or updated addresses. 99 Notice Packets were subsequently returned by the U.S. Postal Service, and ILYM remailed 68 Notice Packets following forwarding information, skip tracing, or a Class Member request. 31 Notice Packets ultimately remained undeliverable. ILYM received no disputes, objections, or requests for exclusion. Accordingly, all 386 Class Members are Participating Class Members, resulting in a 100% participation rate. (Brown Decl., ¶¶ 4, 6–14).

In accordance with California Rules of Court, rules 3.766 (d) and 3.769 (f), the Class Notice provided Class Members with (1) a brief explanation of the case; (2) an explanation of each Class Member's right to opt out of the Class; (3) an explanation of the process (and relevant deadlines) through which a Class Member could opt out of the Class; (4) notice about the binding nature of the Judgment for Class Members who do not request exclusion; (5) an explanation of each Class Member's right to appear through counsel; (6) an explanation of each Class Member's right to appear at the fairness hearing and express views on the Settlement, i.e., object or otherwise respond; and (7) an explanation of each Class Member's right to participate in the Settlement and receive payment accordingly. (Attached hereto as Exhibit "A" to the Garvin Brown Declaration is a true and correct copy of the Class Notice.)

B. There are Zero Objections and Zero Requests for Exclusion

California law makes clear that the percentage of objectors and requests for exclusion is an important factor in the Court's consideration of a proposed class action settlement. (See *Dunk*, *supra*, 48 Cal.App.4th at 1802.) Indeed, the Ninth Circuit and other federal courts recognize that in the final fairness analysis, the number or percentage of class members who object to the settlement is a significant factor. (See *Mandujano v. Basic Vegetable Prods., Inc*. (9th Cir. 1976) 541 F.2d 672, 677; *In re American Bank Note Holographics, Inc*. (SDNY 2001) 127 F.Supp.2d 418, 425 ["[i]t is well settled that the reaction of the class to the settlement is perhaps the most significant factor to be weighed in considering its adequacy.")

Because ILYM received no requests for exclusion, all 386 Class Members are Participating Class Members. Thus, the Class overwhelmingly viewed this as a fair and reasonable Settlement.

IV. EVALUATION OF THE SETTLEMENT

A. The Settlement Was Reached Through Informed Arms-Length Negotiation

Courts presume the absence of fraud or collusion in negotiating a settlement unless evidence to the contrary is offered. Thus, the negotiations were conducted in good faith. (*See* 3 Alba Conte & Newberg, supra, at § 11.51.) The proposed Settlement here was the product of arm's length negotiations before a highly experienced and reputable California wage and hour class action mediator, Jeffrey Fuchsman, Esq.

Here, Plaintiff and Class Counsel have diligently investigated the claims raised in this litigation and, after taking into account the disputed factual and legal issues involved in this action, the risks attending further prosecution, and the benefits to be received pursuant to the compromise and settlement of the Action as set forth in the Settlement, concluded that the Settlement terms are fair, reasonable, and in the best interest of the Class.

As the Settlement Agreement itself reveals, there is no preferential treatment for any segment of the Class, as the Settlement is designed to fairly and adequately compensate all Class Members. Pursuant to California Rules of Court Rule 3.769(b), the parties have disclosed the agreed-upon and proposed attorneys' fees, which are well within the range of reasonableness for matters of this nature.

B. Plaintiff's Investigation Was More Than Sufficient

As set forth at the time of preliminary approval, Class Counsel's extensive investigation into the facts and merits of the wage and hour claims alleged included analyzing substantial amounts of information, correspondence, documents, timekeeping records, and payroll data, relevant wage and hour policies and procedures, and evidence relating to the class size and the commonality of the claims.

During this process, Plaintiff and Class Counsel conducted investigations into the potential claims of similarly situated employees, including interviewing multiple putative class members and researching Defendant's defenses.

Finally, Class Counsel synthesized and analyzed information provided by Defendant regarding the total Class Members, the number of current and former nonexempt employees, and the number of employees who worked during various time periods and prepared comprehensive damages calculations regarding the wage and hour claims at issue.

C. Class Counsel Are Experienced in Similar Litigation and Endorse the Settlement

Class Counsel are experienced in this type of litigation, and they have (and hereby do) represent that this Settlement is fair and reasonable. (Bokhour Decl., ¶¶ 3-13; Declaration of Joshua Falakassa in Support of Plaintiff's Motion for Final Approval of Class Action Settlement ("Falakassa Decl." ¶¶ 3-8); *see 7-Eleven Owners for Fair Franchising v. Southland Corp.* (2000) 85 Cal.App.4th 1135, 1152 [Final approval of settlement affirmed where counsel were all experienced litigators with class action experience and had recommended settlement based on the negotiated terms].)

D. Reasonable Estimate of the Nature and Amount of Recovery

Plaintiff's Motion for Preliminary Approval contained a comprehensive *Kullar* analysis (which sufficiently provided the Court with "basic information about the nature and magnitude of the claims in question and the basis for concluding that the consideration being paid for the release of those claims represents a reasonable compromise" (*Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 133.)

In light of the uncertainties of protracted litigation, this negotiated Settlement reflects the best practicable recovery for the Class. While the total Settlement amount is, of course, a compromise figure, the potential risks and opportunities for both parties were carefully weighed, resulting in a fair and equitable Settlement. Based upon detailed data obtained through discovery and information exchanges and factoring in claim certification probabilities and liability probabilities, Class Counsel formulated detailed damages models to evaluate the claims in preparation for mediation and to reach a realistic and reasonable resolution.

Of course, Defendant denies that any damages should be assessed and denies all of the value assessed by Plaintiff. (*Id.*) Notwithstanding these arguments, the Settlement commits Defendant to pay a Settlement Amount of $1,272,115.09 to settle the litigation.

V. <u>THE REQUESTED ATTORNEYS' FEES ARE FAIR, REASONABLE, AND SHOULD BE AWARDED</u>

For their efforts in creating a common fund for the benefit of the Class, Class Counsel request attorneys' fees of $424,038.36, which equals 33.33% of the escalated Gross Settlement Amount. The escalator provision increased the Gross Settlement Amount from $1,260,000 to $1,272,115.09. The requested fee maintains the same percentage disclosed to Class Members and applied to the original Gross Settlement Amount. (Brown Decl., ¶ 6; Bokhour Decl., ¶¶ 17–23.)

As shown herein, the requested percentage of one-third of the Settlement Amount as payment for Attorneys' Fees should be granted for several reasons, including the following: (1) one-third is the standard benchmark in California for class action settlements (see *e.g.*, *Chavez v. Netflix, Inc.* (2008) 162 Cal.App.4th 43, 66 n. 11 ("Empirical studies show that, regardless whether the percentage method or the lodestar method is used fee awards in class actions average around one-third of the recovery"); and (2) that the California Supreme Court recently held that the percentage of the fund method survives in California class action cases (*Laffitte v. Robert Half International, Inc.* (2016) 1 Cal.5th 480).

Accordingly, Plaintiff's Attorneys' Fees request should receive final approval.

A. Plaintiff is Entitled to Recover Reasonable Attorneys' Fees Under the Labor Code

B. Class Counsel's Request for Fees Is Reasonable and Properly Calculated as a Percentage of the Common Fund

Under the "common fund" doctrine, the request for Attorneys' Fees in the amount of 1/3 of the Settlement Amount is reasonable and appropriate, because (1) it is within the approved range for percentages awarded as attorneys' fees in similar cases; (2) it is supported by the high quality and amount of Class Counsel's work on this case and the positive results obtained for the Class; (3) the Class had sufficient notice of the attorneys' fee request; and (4) it is supported by the fact that this case was handled on a contingency basis and was undertaken despite numerous risks and expenses.

1. The Attorneys' Fees Requested Here Fall Within the Reasonable Range Awarded in Similar Cases Under the Well-established Common Fund Method

The California Supreme Court has approved trial courts' use of the common fund method for awarding attorneys' fees in wage and hour class actions, like this one, and routinely upholds attorneys' fee requests of 1/3 of the total settlement amount obtained for the class. (*See Laffitte v. Robert Half Int'l Inc.* (2016) 1 Cal. 5th 480, 506; *see also,* 4 Newberg on Class Actions, § 14:6 at 552 ("fee awards in class actions average around one-third of the recovery").

2. The High Quality of Work and Excellent Results Obtained Support the Award

In addition to the fact that a class benefit was created with a significant common fund, the fairness of the requested fee award of one-third of that common fund is supported by the high quality and efficient work performed by Class Counsel and the favorable result obtained for the Class Members given the significant challenges faced by Plaintiff in this action. As the record demonstrates, Class Counsel conducted the litigation on behalf of the class in a competent, professional, and efficient manner. In doing so, Class Counsel confronted substantial litigation risks with well-developed arguments, careful factual analysis, and a creative strategy to overcome legal obstacles, including challenging factual issues pertaining to each substantive claim. The effective legal work performed by Class Counsel, which resulted in a significant benefit for class members, justifies the one-third of the common fund that is requested as reasonable attorneys' fees.

Class Counsel diligently, efficiently, and creatively pursued this case and promptly reached a successful settlement for the benefit of the Class Members. Despite the numerous risks and obstacles afflicting Plaintiff's claims as detailed in Plaintiff's Motion for Preliminary Approval, Plaintiff's counsel crafted and negotiated a fair and reasonable Settlement Agreement for the benefit of the Class Members.

The fact that the settlement was embraced and supported by the Class Members, as evidenced by zero objections and zero requests for exclusion out of 386 Class Members, clearly demonstrates that the Class Members support the Settlement Agreement and results achieved by Class Counsel through the litigation of this matter.

Moreover, Class Counsel demonstrated professional skills that benefited the Class. Class Counsel developed the legal arguments, evaluated the factual issues, and implemented an effective litigation and negotiation strategy, ultimately obtaining a Settlement that provides significant monetary relief to the Class.

As a result of this litigation, the Class Members stand to receive a significant Net Settlement Amount of $794,045.09.

3. Class Members Had Sufficient Notice of the Requested Fees

Rule 3.769 of the California Rules of Court requires that the Class Members be notified of any agreement regarding an application for attorneys' fees. Here, the Class Notice, preliminarily approved by the Court and distributed to the Class Members, apprised them that Class Counsel will ask for Attorneys' Fees of one-third of the Settlement Amount as reasonable compensation for the work Class Counsel performed and will continue to perform in this lawsuit through final approval. (Brown Decl., ¶ 3 & Ex. A.)

The Class Notice also advised the Class Members of the procedures for objecting to the proposed Settlement and appearing at the settlement hearing, where they could present their objections to any aspect of the Settlement, including the amount of Attorneys' Fees to be awarded to Class Counsel. (*Litwin v. iRenew Bio Energy Solutions, LLC* (2014) 226 Cal.App.4th 877, 883 ["[p]rocedural due process requires that affected parties be provided with 'the right to be heard at a meaningful time and in a meaningful manner'"].)

In accordance with the foregoing, it is respectfully submitted that the instant notice complied with Rule 3.769 and, as a result, the Class Members' due process rights were fulfilled.

4. The Contingent Nature of Class Counsel's Representation of Plaintiff and the Class Further Supports the Fee Award at 1/3 of the Common Fund

An additional factor in favor of granting the requested fee award is that this case was both legally and financially risky for Class Counsel. (See *Vizcaino v. Microsoft Corp* (9th Cir. 2002) 290 F.3d 1043, 1048-49.) Class Counsel has been representing the Class in this matter on a strictly contingency basis and, as such, incurred the risk of non-recovery after a substantial investment of time, money, and resources and has done so since the inception of this case without any payment or compensation. Specifically, there was the prospect of enormous cost inherent in this class action litigation, as well as the prospect of a prolonged battle with well-funded corporations who were represented by an experienced law firm; the risk that Defendant could prevail on their arguments that the Class should not be certified; and the risk that Defendant could prevail on the merits of some or all of the claims.

If Plaintiff had lost this case, Class Counsel would have recovered nothing and would have lost out-of-pocket costs.

Finally, the absence of any valid objections to the requested fee award, coupled with the 100% Class participation rate, also supports the appropriateness and reasonableness of the requested attorneys' fees. (*In re Heritage Bond Litigation* (C.D. Cal., June 10, 2005, No. 02-ML-1475 DT) 2005 WL 1594403, at *21 ["The absence of objections or disapproval by class members to Class Counsel's fee further supports finding the fee request reasonable."].)

5. A Lodestar Cross-Check Confirms the Reasonableness of the Fee Award

Despite recognized limitations of the so-called lodestar method, some California and federal courts acknowledge the utility of a lodestar "cross-check." [2] (*Lealao, supra,* 82 Cal.App. 4th at 46-47.) Under the "lodestar multiplier" method of cross-checking the reasonableness of attorneys' fees in class actions, the court ascertains Class counsel's total "lodestar" amount by multiplying the number of hours reasonably expended by each attorney or legal staff member by their hourly rates, and then enhances or reduces this lodestar figure by a "multiplier" to account for a range of factors, such as the novelty or difficulty of the case, its contingent nature, and the degree of success achieved. (*PLCM Group, Inc. v. Drexler* (2000) 22 Cal.4th 1084, 2655-96; *Press v. Lucky Stores, Inc*. (1983) 34 Cal.3d 311, 322; *Lealao, supra,* 82 Cal.App.4th at 43 [court has discretion to use a multiplier to ensure that the "fee awarded is within the range of fees freely negotiated in the legal marketplace in comparable litigation"].)

Historically, California courts have approved multipliers of 1.5 to 4. (See *Coalition for Los Angeles County Planning v. Board of Supervisors* (1977) 76 Cal.App.3d 241, 251 [multiplier of 2+ approved]; *Sternwest Corp v. Ash* (1986) 183 Cal.App.3d 74, 75.) The multiplier requested by Class Counsel below is within the range of multipliers found to be appropriate by various federal and state courts in California. In *Sternwest Corp. v. Ash* (1986) 183 Cal.App.3d 74, for instance, the Court of Appeal remanded for a lodestar enhancement of "two, three, four or otherwise." *Id*. At 76; *see also Wershba*, 91 Cal.App.4th at 255 ["Multipliers can range from 2 to 4 or even higher"]; *City of Oakland v. Oakland Raiders* (1988) 203 Cal.App.3d 78, 83 [affirming 2.34 multiplier]; *Coalition for Los Angeles County Planning in the Pub. Interest v. Board of Supervisors*, 76 Cal.App.3d 241, 251 [affirming multiplier of approximately 2]; See also *Steinder v. Am. Broadcasting Co., Inc*. (9th Cir. 2007) 248 Fed. Appx. 780, 783 [approving a multiplier of 6.85 and citing cases with comparable or higher multipliers]; *Vizcaino v. Microsoft Corp.* (9th Cir. 2002) 290 F.3d 1043, 1051 [finding no abuse of discretion in awarding a multiplier of 3.65].)

In *Torchia v. WW Grainger, Inc.* (E.D. Cal. 2014) 304 F.R.D. 256, 275-278, a federal magistrate in Fresno approved attorneys' fees of $550,000 constituting a 3.57 multiplier on class

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[2] In practice, the lodestar method is difficult to apply, time-consuming to administer, inconsistent in result, and capable of manipulation. In addition, the lodestar creates inherent incentive to prolong the litigation until sufficient hours have been expended. Herr, David F., *Manual for Complex Litigation,* § 14.121 (1988); *See also In re Activision* (N.D. Cal 1989) 723 F.Supp 1373.

counsel's total lodestar of $153,856, in a wage and hour class action where class counsel expended 457.85 hours on the case, engaged in limited formal discovery, and where the case settled for $2,750,000 within one year from filing the Complaint with 909 class members claiming $1,305,200 and the remainder, except for the attorneys' fees and costs, reverting to the company.

As set forth in the declarations of Class Counsel submitted herewith, the actual aggregated lodestar between the attorneys working on this case is approximately $188,562.50, which is summarized in the following table and the declaration of Class Counsel:

Attorney	Experience	Hourly Rate	Hours	Total Lodestar
Mehrdad Bokhour	13 years	$750	133[3]	$99,750
Joshua Falakassa	12 years	$725	122.5	$88,812.50
Total Lodestar				**$188,562.50**

(See Bokhour Decl., ¶ 19-20, Falakassa Decl. ¶ 16.)

The requested fee of $424,038.36 represents a 2.25 multiplier on Class Counsel's lodestar, well within the range of multipliers commonly approved by California and Ninth Circuit courts to account for contingency risk and the results achieved.

The hourly rates above are comparable to those of other attorneys with equal or similar experience, if not somewhat lower. Thus, not only are Plaintiff's Counsel's rates reasonable and typical, but the attorneys' fees requested are in line with Plaintiff's Counsel's lodestar, all confirming that the fee request is fair and reasonable.

Class Counsel are also highly experienced in Class/PAGA litigation, including being selected as a "Super Lawyer" in employment litigation on multiple occasions and achieving some of the largest settlements in California from 2021 through 2025. (Bokhour Decl. ¶¶ 2-6; Falakassa Decl. ¶¶ 3-8). Indeed, Class Counsel's rates are typical of those charged by defense counsel with similar experience doing similar employment litigation in this region.

[3] Includes an estimated 10 hours of additional work preparing for and attending the hearing (inclusive of finalizing and filing the motion, appearing at the hearing, addressing the Court's questions/concerns, submitting revised documents, responding to class members who are anxious to receive their check, and so on), as well as 10 hours in anticipated work to be performed after the final approval, working with counsel, administrator, and Class Members (which includes up to 1.5 years of case management relating to ensuring timely payment from Defendant, reviewing the calculations, checks are timely mailed, responding to class members questions about the timing of checks/missing checks/lost checks and remailings, working with the administrator regarding uncashed checks and remailings, assisting with the Administrator's declarations regarding payments and uncashed checks, potentially filing an amended judgment, appearing at the final disbursement hearing and/or submitting paperwork related thereto.

VI. THE REQUESTED COSTS AND SERVICE PAYMENT ARE REASONABLE

A. The Requested Costs Are Reasonable and Merit Approval

Class Counsel's actual costs through the final approval hearing are estimated at $12,481.64. (Bokhour Decl. ¶ 24.) These costs encompass mediation, filing, expert, and process service fees. They are reasonable and uncontested.

B. The Requested Class Representative Service Payment is Reasonable and Merits Approval

A named plaintiff is an essential ingredient of any class action, and a service payment is appropriate to induce individuals to step forward and assume the burdens and obligations of representing the settlement class. Courts regularly approve Class Representative Service Payment to compensate named plaintiffs for their service to the class and the risks they incurred during the litigation. (See, e.g., *Bell v. Farmers Insurance Exchange* (2004) 115 Cal.App.4th 715, 726 [upholding "Class Representative Service Payment" to named Plaintiff for their efforts in bringing class action]; *Rodriguez v. West Publishing* (9th Cir. 2009) 563 F.3d 948, 959 [stating that incentive awards are "intended to compensate class representatives for work done on behalf of the class, to make up for financial or reputational risk undertaken in bringing the action, and, sometimes, to recognize their willingness to act as a private attorney general."].)

Under the Settlement, Defendant agreed not to oppose a Class Representative Service Payment of up to $15,000. Plaintiff seeks that amount in recognition of the substantial time, effort, and responsibility he devoted to representing the Class. Plaintiff estimates that he spent approximately 45 to 50 hours assisting with the Action. He provided documents and information, explained Defendant's operations and timekeeping practices, communicated with Class Counsel throughout the litigation, prepared for and remained available during mediation, evaluated the proposed resolution, and continued to respond whenever his assistance was needed. Throughout the Action, Plaintiff remained steadfast in representing the Class and never wavered from his willingness to fulfill his responsibilities as Class Representative. (Bokhour Decl., ¶¶ 14–16.)

Plaintiff's sustained participation materially assisted Class Counsel's investigation, evaluation, mediation, and resolution of the claims. His efforts helped produce a $1,272,115.09 non-reversionary common fund for 386 Class Members, with an estimated average Individual Class Payment of $2,057.11 and an estimated highest Individual Class Payment of $8,193.48. Plaintiff also assumed the burdens and risks associated with serving as the named representative and, in exchange for the Class Representative Service Payment and his other settlement benefits, will provide the broader general release stated in the Settlement. The requested $15,000 payment amounts to approximately 1.18% of the Gross Settlement Amount and is reasonable when considered against Plaintiff's 45 to 50 hours of service, the duration and consistency of his participation, the result obtained, and the absence of any objection to the requested payment. (Brown Decl., ¶¶ 12, 14–16; Bokhour Decl., ¶¶ 14–16; Settlement, ¶¶ 3.2.1, 5.1.)

The Class Notice advised every Class Member that Plaintiff would request a Class Representative Service Payment of up to $15,000 and explained the right to object. No Class Member objected. Plaintiff therefore requests approval of the $15,000 Class Representative Service Payment as fair and reasonable. (Brown Decl., ¶ 12 & Ex. A.)

VII. OTHER MATTERS RE: FINAL APPROVAL

A. Settlement Administration Costs

The parties agreed that the Settlement Administrator, ILYM, would be compensated for services performed. The Settlement Administrator's requested fee is $6,550.

B. Uncashed Checks

The Settlement Agreement provides that any uncashed checks will be sent to the California Controller's Unclaimed Property Fund in the name of the Class Member.

C. Final Report

Defendant will fund the Gross Settlement Amount within 60 days after Final Approval, and the Settlement Administrator will issue the required payments within 10 days after funding. Individual Class Payment and Individual PAGA Payment checks will remain negotiable for 180 days. Within 30 days after the check cashing deadline, the Settlement Administrator will report the funds transmitted to the California Controller's Unclaimed Property Fund in each affected

Class Member's name. (Settlement, ¶¶ 4.3–4.4, 7.6.)

D. Submission to the LWDA

As set forth in ¶ 24 of the Declaration of Mehrdad Bokhour in Support of Final Approval of Class Action Settlement, the Settlement was previously submitted to the LWDA in accordance with Labor Code § 2699(s)(2).

VIII. CONCLUSION

Plaintiff respectfully submits that the Settlement is fair, adequate, and reasonable and merits approval. This Motion is unopposed by Defendant. Based on the foregoing, Plaintiff requests that the Court grant this Motion and finally approve the Settlement.

Dated: August 17, 2026,

Respectfully submitted,
BOKHOUR LAW GROUP, P.C.
FALAKASSA LAW, P.C.

By: ______________________________
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