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all those similarly situated, and the general public

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES, CENTRAL DISTRICT

YASMINE GONZALEZ, an individual; Individually and on behalf of all others similarly situated, and the general public,

Plaintiff,

vs.

B. DANIEL SHABANI, INC., a California Corporation; B. DANIEL SHABANI, PH.D., PSYCHOLOGIST, INC., a California Corporation; BAHRAM DANIEL SHABANI, an Individual; and DOES 1 through 50, inclusive,

Defendants.

CASE NO. 24STCV06425

PLAINTIFF'S NOTICE OF UNOPPOSED MOTION AND UNOPPOSED MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT AND AWARD OF ATTORNEYS' FEES AND COSTS; MEMORANDUM OF POINTS AND AUTHORITIES

[Declaration of Azad M. Marvazy; Declaration of Brea Violette; Declaration of Yasmine Gonzalez; Declaration of Jeff Mitchell of Analytics Consulting LLC, Settlement Administrator; and [Proposed] Order and Judgment Submitted Concurrently Herewith]

Date: December 15, 2026
Time: 10:00 a.m.
Dept. 15
Judge: Hon. Timothy Patrick Dillon

TO THE HONORABLE COURT, ALL PARTIES, AND THEIR COUNSEL OF RECORD:

PLEASE TAKE NOTICE that on December 15, 2026 at 10:00 a.m., in Department 15 of this Court, located at 312 North Spring Street, Los Angeles, CA 90012, pursuant to Code of Civil Procedure § 382 and California Rules of Court Rule 3.769(c), Plaintiff Yasmine Gonzalez, on behalf of herself, the putative Class, and the general public (collectively, "Plaintiffs"), will move the Court for Final Approval of Class Action Settlement; Attorneys' Fees; Costs; Enhancement Payment; Settlement Administration Expenses; PAGA Payment and Entering of Judgment.

Specifically, Plaintiff will move the Court for an order granting final approval of the Class Action Settlement Agreement and Release of Claims (the "Settlement Agreement") as fair, reasonable, and adequate and directing the parties to carry out its terms. Plaintiff will also request that the Court grant final certification of the Class for settlement purposes, confirm the appointments of Plaintiff, Yasmine Gonzalez, as Class Representative and Azad M. Marvazy and Brea Violette of Light Law Group, APC, as Class Counsel, and find that the Notice provided to the Class complied with the Order Granting Preliminary Approval, California Rules of Court, rule 3.766, and due process requirements. Plaintiffs will further request that the Court award Class Counsel $108,333.00 in attorneys' fees and $11,696.00 in litigation costs, grant Plaintiff a service award of $7,500.00, and award Analytics Consulting $6,899.00 in Settlement Administration Expenses. Plaintiff will also request approval of the $10,000.00 PAGA allocation, of which $7,500.00 shall be paid to the Labor and Workforce Development Agency ("LWDA"), and approval of the distribution of the Net Settlement Fund to Settlement Class Members and of any Unpaid Residue to the *cy pres* designee, Legal Aid Foundation of Los Angeles, pursuant to Code of Civil Procedure section 384. Finally, Plaintiff will request that the Court enter judgment and retain jurisdiction to enforce the Settlement Agreement and Judgment

pursuant to California Rules of Court, rule 3.769(h), and Code of Civil Procedure section 664.6.

The motion will be based upon this Notice, the attached Memorandum of Points and Authorities, the Declaration of Azad M. Marvazy, the Declaration of Brea Violette, the Declaration of Yasmine Gonzalez, the Declaration of Jeff Mitchell of Analytics Consulting LLC, Settlement Administrator, any and all documents filed in this matter, including all documents filed in connection with Plaintiff's Motion for Preliminary Approval of Class Action Settlement, and any oral evidence or argument that may be presented to the Court at the hearing, and upon such other matters as this Court may consider.

DATED: November 19, 2026

LIGHT LAW GROUP, APC

Azad M. Marvazy, Esq.
Brea Violette, Esq.
Attorneys for Plaintiffs,
Yasmine Gonzalez, all those similarly situated, and the general public

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MEMORANDUM OF POINTS AND AUTHORITIES

Plaintiff Yasmine Gonzalez ("Plaintiff") submits this memorandum in support of her Motion for Final Approval of Class Action Settlement. The proposed settlement is fair and reasonable and will resolve this class action in its entirety.

I. INTRODUCTION

Plaintiff Yasmine Gonzalez seeks final approval of the proposed class action settlement (the "proposed Settlement"). Defendants B. Daniel Shabani, Inc.; B. Daniel Shabani, Ph.D., Psychologist, Inc.; and Bahram Daniel Shabani (collectively, "TSI" or "Defendants") do not oppose the motion. Subject to Court approval, the parties have agreed to resolve the claims of Plaintiff and the Class Members against Defendants through a non-reversionary Gross Settlement Fund of $325,000.00 (three hundred twenty-five thousand dollars). Defendants will pay the employer share of payroll taxes separately, and Class Members will receive their settlement payments without having to submit a claim.[1] In its Order Granting Preliminary Approval, the Court conditionally certified for settlement purposes a Class of 106 members, defined as follows:

> All persons who are or were employed by Defendants as nonexempt Behavior Technicians (including those who performed the same duties as Behavior Technicians, but with a different job title) in the State of California at any time during the period from March 14, 2020 through April 8, 2025 (the "Class Members" or "Settlement Class").

The settlement will resolve the class claims alleged against Defendants in the operative Second Amended Complaint filed on May 2, 2025 (the "SAC"), specifically: (1) failure to pay overtime compensation (Cal. Labor Code §§ 510, 1194); (2) failure to pay minimum wages (Cal. Labor Code §§ 1194, 1197, 1197.1); (3) failure to provide meal breaks (Labor Code §§ 226.7,

[1] A copy of the fully executed Settlement Agreement is attached to the Declaration of Azad M. Marvazy as Exhibit A, hereinafter referred to as the "Settlement Agreement."

512); (4) failure to provide rest breaks (Labor Code § 226.7); (5) failure to indemnify for necessary expenditures (Labor Code § 2802); (6) failure to provide accurate itemized wage statements (Labor Code § 226); (7) waiting time penalties (Labor Code §§ 201-203); (8) unfair business practices (Bus. and Prof. Code §§ 17200, *et seq*.); and (9) remedies under the Private Attorneys General Act ("PAGA") (Labor Code §§ 2698, 2699, *et seq*.) (the "Action"). Plaintiff filed the original complaint on March 14, 2024. Her September 3, 2024 First Amended Complaint added allegations that Defendants knowingly and intentionally omitted the name of Plaintiff's legal employer from her wage statements. Her operative Second Amended Complaint, filed May 2, 2025, added allegations that Defendants failed to pay Behavior Technicians the required premiums for working split shifts. Defendants deny each of the allegations and claims asserted against them. However, Defendants nevertheless desire to settle Plaintiff's claims against them for the purpose of avoiding the burden, expense, and uncertainty of continuing litigation and for the purpose of putting to rest the controversies engendered by the Action.

The Court-approved Notice of Class Action Settlement (the "Notice") was mailed by First Class Mail on September 25, 2026 to the 101 Class Members for whom a mailing address was available. (*See* Declaration of Jeff Mitchell of Analytics Consulting LLC, Settlement Administrator, hereinafter "Mitchell Decl.," ¶ 5.) True and correct copies of the Notice templates sent to Aggrieved Employees and Non-Aggrieved Employees are attached as Exhibits 1 and 2 to the Mitchell Decl. There have been no objections to the settlement, no disputes submitted as to workweeks, and no requests for exclusion. (*See* Mitchell Decl., ¶¶ 7-8.) Based on the response to the Notice, it is clear that the Class Members approve of this settlement.

On November 13, 2025, the parties reached the Settlement through arm's-length negotiations during a full-day mediation with John B. Golper, Esq., an experienced employment

law mediator. The Court granted preliminary approval on August 17, 2026.[2] In this unopposed motion, Plaintiff asks the Court to grant final approval and find that the Settlement was reached in good faith and is fair, reasonable, and adequate for the Settlement Class.

In this motion, Plaintiff seeks $108,333.00 in attorneys' fees, representing one-third of the Gross Settlement Fund. The result obtained for the Class, the standards governing common fund fee awards, and the work Class Counsel performed support the requested award. Plaintiff also seeks reimbursement of $11,696.00 in litigation costs, approval of $6,899.00 in settlement administration expenses, and a $7,500.00 service award for Class Representative, Yasmine Gonzalez, consistent with the Court's preliminary approval. Of the $10,000.00 allocated to PAGA penalties, $7,500.00 (75%) will be paid to the LWDA, and $2,500.00 (25%) will remain in the Net Settlement Amount. After deducting the requested attorneys' fees, litigation costs, service award, administration expenses, and the LWDA's share of the PAGA allocation, $183,072.00 remains for distribution to Class Members before any applicable employee-side taxes. If the Court awards the requested amounts above, the Net Settlement Amount will yield an average gross recovery of approximately $1,727.09 per Class Member. That amount exceeds the $1,646.42 average estimated at preliminary approval. (*See* Declaration of Azad M. Marvazy in Support of Motion for Final Approval ("Marvazy Decl."), ¶ 11(F).)

Final approval is warranted because the Settlement provides fair and reasonable compensation to Class Members in light of the risks of continued litigation. Notice to the Class complied with the requirements of the Court's Order Granting Preliminary Approval. As of the

[2] A copy of the Court's Order Granting Preliminary Approval of the proposed Settlement is attached to the Marvazy Decl. as Exhibit B.

date of this filing, no Class Member has opted out or objected to the Settlement. (*See* Mitchell Decl., ¶¶ 7–8.) The absence of opt-outs and objections further supports final approval.

II. INVESTIGATION, DISCOVERY, AND MEDIATION

A. Investigation & Discovery

To evaluate the class claims and assess a potential settlement, Plaintiff's counsel reviewed and analyzed more than 5,000 pages of documents concerning Defendants' employment practices, policies, and compensation procedures, as well as extensive electronic data, including timekeeping and payroll records for the putative class. Within the scope of pre-certification discovery authorized by the Court, Plaintiff served each entity Defendant with one set each of general form interrogatories, employment law form interrogatories, special interrogatories, requests for admission, and requests for production of documents. After several meet-and-confer efforts, Defendants provided further and supplemental responses. (Marvazy Decl., ¶ 6.)

Plaintiff deposed Bahram D. Shabani, Jarrah Korba, and Nicole DeStefano, whom Defendants designated to testify on their behalf as Persons Most Qualified ("PMQs"). The designees testified about Defendants' policies and procedures governing, among other topics, employee expense reimbursement, overtime pay, minimum wage, split-shift premiums, timekeeping, and meal and rest periods. (Marvazy Decl., ¶ 7.)

To investigate the claims and develop evidence in support of class certification, Plaintiff's counsel attempted to contact each putative class member whose contact information counsel obtained through the stipulated Belaire-West notice process. Counsel reached out to more than fifty (50) putative class members and obtained at least five (5) signed declarations corroborating Plaintiff's allegations concerning Defendants' wage-and-hour practices. (Marvazy Decl., ¶ 5.)

Based on the investigation and discovery, Plaintiff estimated Defendants' potential exposure and assessed the likelihood of recovering that amount. Plaintiff calculated a theoretical maximum recovery of approximately $11,065,110.00 on the class and representative claims, assuming an average hourly rate of $27.00, full recovery on every claim, and the stacking of all PAGA penalties. Plaintiff is informed and believes that the Settlement represents the maximum monetary recovery reasonably achievable in light of the defenses asserted by Defendants, the risks of continued litigation, the probability that PAGA penalties would not be stacked and reduced, and the difficulty of collecting a judgment given Defendants' financial condition and cessation of business operations. (Marvazy Decl., ¶ 17-19, 24.)

Plaintiffs have provided a truly maximum exposure figure in order to be fully transparent and in a good faith effort to meet the requirements for final approval. Plaintiffs are informed and believe the *non*-stacking of PAGA penalties would be highly probable, given that PAGA's goal of deterrence could not be served where the employer entity is completely defunct. Defendants would certainly argue that such penalties, as a whole, would be unjust, arbitrary, oppressive, and/or confiscatory. The non-stacking of PAGA penalties would create an enormous reduction in penalty exposure. Additionally, Defendants would argue that Plaintiffs cannot demonstrate the "willful" requirement of Labor Code Section 203; that their conduct was in good faith; and therefore waiting time penalties should not be awarded, or at least significantly reduced. More significantly, Defendants are expected to assert that any violation of Labor Code section 226 was not "knowing and intentional" as required by *Naranjo v. Spectrum Security Services, Inc*., (2022) 13 Cal.5th 93. Should only this last argument be successful, and PAGA penalties not stacked, the PAGA penalty exposure would be much closer to approximately $958,800.00. (Marvazy Decl., ¶ 18).

The realities of this matter include the facts that the Defendants' business is no longer operational and their previous owner has declared that he will be borrowing money from a line of credit in order to fund this settlement. Against this backdrop, Plaintiffs are informed and believe the more realistic, maximum exposure number against which this proposed settlement should be measured is much closer to $2,548,110.00—combining the maximum *non*-PAGA exposure of $1,589,310.00 and the non-stacking PAGA exposure of $958,800.00, excluding wage statement violations. This renders a settlement recovery of approximately 12.75% of maximum damages. With consideration for the Court's ability to significantly reduce, or choose not to award, PAGA penalties, Plaintiffs are informed and believe the total settlement represents the highest recoverable amount that is fair, adequate, and in the best interest of the class. *Id*.

Plaintiff's investigation and discovery gave a sufficient basis to evaluate Defendants' potential exposure and the collectability of any judgment in negotiating the Settlement. The resulting record also provides the Court with a sufficient basis to evaluate the Settlement in light of the risks discussed below. (*See*, *e.g*., *Wershba v. Apple Computer, Inc.*, (2001) 91 Cal.App.4th 224, 245.)

Defendants deny the allegations and maintain that they complied with the law in all respects as to Plaintiff and the Class Members. In reaching the Settlement, Plaintiff considered Defendants' anticipated defenses and arguments and their potential effect on the Class's recovery, along with Defendants' financial condition and the cessation of their business operations. (Marvazy Decl., ¶¶ 17-19.)

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B. The Parties Engaged in a Mediation, Which Resulted in the Proposed Settlement Agreement the Court Preliminarily Approved on August 17, 2026.

On November 13, 2025, the parties and their counsel participated in a full-day mediation with John B. Golper, Esq., a respected employment law mediator with more than four decades of experience litigating and mediating employment matters. With the benefit of Mr. Golper's neutral evaluation, the parties engaged in extensive negotiations and reached an agreement resolving the claims asserted in this action. The parties memorialized their agreement in the Class Action Settlement Agreement and Release of Claims, which Plaintiff now submits for final approval. (Marvazy Decl., ¶ 8, 26, Exh. A.) The Settlement reflects more than two years of investigation, formal and informal discovery, litigation, and negotiations. The parties negotiated at arm's length and in good faith, without collusion, while advancing their respective positions.

III. SUMMARY OF SETTLMENT TERMS

A. The Proposed Settlement

Subject to and contingent upon the Court's final approval, the parties have agreed to resolve this action for a non-reversionary Gross Settlement Fund ("GSF") of $325,000.00. After deducting attorneys' fees, litigation costs, Settlement Administration Expenses, the LWDA's share of the PAGA allocation, and Plaintiff's service award, the entire Net Settlement Amount ("NSA") will be distributed to Class Members who did not opt out, based on the number of workweeks each worked. At preliminary approval, the Court approved a distribution of at least $176,166.67, with an estimated average recovery of $1,646.42 per Class Member. Because the final Settlement Administration Expenses and the requested service award are lower than the amounts estimated at preliminary approval, the NSA is now at least $183,072.00. That amount yields an average recovery of approximately $1,727.09 per Class Member at the minimum

distribution. (Marvazy Decl., ¶¶ 11(A), 11 (E)-(F); Mitchell Decl., ¶¶ 3, 10.) The final count of 106 Class Members is consistent with the Settlement Agreement's estimate of approximately 107 and does not trigger an adjustment to the GSF.

Within 30 calendar days after the Effective Date, Defendants shall pay the Gross Settlement Fund to the Settlement Administrator. The Settlement Administrator shall immediately deposit the funds into the Settlement Fund Account and distribute them in accordance with the Distribution of Settlement Payments schedule. (Settlement Agreement, ¶¶ 32, 32(f).) Each Settlement Class Member's pro rata share of the Net Settlement Fund shall equal the Net Settlement Fund multiplied by the ratio of that member's Workweeks during the Settlement Period to the total Workweeks worked by all Settlement Class Members during that period.

Plaintiff requests an award of $108,333.00 in attorneys' fees, representing one-third of the GSF, for work Class Counsel has performed to date and for the work remaining to document and administer the Settlement and secure final approval. Plaintiff also seeks reimbursement of $11,696.00 in actual litigation costs and expenses through final approval, within the $13,000.00 cap requested at preliminary approval. No party has opposed, and no Class Member has objected, to either request. (Marvazy Decl., ¶¶ 11(B), 28-29, 32; Mitchell Decl., ¶ 8.)

The Court preliminarily approved up to $10,000.00 in Settlement Administration Expenses and appointed Analytics Consulting as Settlement Administrator. Analytics Consulting has extensive experience administering wage-and-hour class action settlements, including in California. Settlement Administration Expenses total $6,899.00. (Mitchell Decl., ¶¶ 2, 10.)

Plaintiff Yasmine Gonzalez requests a $7,500.00 service award, consistent with the amount preliminarily approved by the Court. Defendants do not oppose the request. The award recognizes Ms. Gonzalez' role in initiating and prosecuting this action, her work as Class Representative,

and the risk that she could be required to pay costs if the action were unsuccessful. Ms. Gonzalez contributed substantially to the Settlement, spending dozens of hours communicating with counsel and Class Members to gather and convey information that helped resolve the action. The $2,500.00 difference between the $10,000.00 provided for in the Settlement Agreement and the requested award will be included in the NSA. (Marvazy Decl., ¶¶ 11(E), 27; Declaration of Brea Violette in Support of Motion for Final Approval ("Violette Decl."), ¶ 10; Declaration of Yasmine Gonzalez in Support of Motion for Final Approval ("Gonzalez Decl."), ¶¶ 3-6, 10, 12.)

The Settlement allocates $10,000.00 in civil penalties to resolve the PAGA claims. Of that amount, $7,500.00 (75%) will be paid to the LWDA, and the remaining $2,500.00 (25%) will be distributed to those Class Members who are also Aggrieved Employees, a subset of the Class Members who were employed by Defendants during the PAGA Period, February 26, 2023 through April 8, 2025. (Settlement Agreement, ¶ 2.) A Class Member who opts out of the class settlement remains entitled to any pro rata share of the PAGA payment as one of the 30 Aggrieved Employees employed during the PAGA Period of February 26, 2023 through April 8, 2025. (Settlement Agreement, ¶¶ 2, 12, 19, 20, 36(d).) Because no Class Member requested exclusion, the full $2,500.00 will be distributed as part of the NSA to the Aggrieved Employees.

Each Class Member who is also an Aggrieved Employee will receive a pro rata share of 25% of the PAGA Penalties as an Individual PAGA Payment, calculated according to the number of Pay Periods the Aggrieved Employee worked during the PAGA Period. The Settlement Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties ($2,500.00) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. The Settlement

Administrator will distribute the Individual PAGA Payments to Settlement Class Members who are also Aggrieved Employees. *Id.*

For tax purposes, each Individual Settlement Share shall be allocated 20% to wages, 40% to interest, and 40% to penalties. Defendants shall pay the employer's share of payroll taxes separately, in addition to the Gross Settlement Fund. (Marvazy Decl. ¶ 11(H).)

Individual Settlement Share checks shall remain valid and negotiable for one hundred eighty (180) calendar days from the date of issuance. Thirty (30) calendar days before the checks expire, the Settlement Administrator shall mail a reminder postcard to each Settlement Class Member whose check remains uncashed. The Settlement Administrator shall cancel any checks that remain uncashed at the end of the 180-day period. The funds associated with the canceled checks shall constitute unpaid, unclaimed, or abandoned cash residue under California Code of Civil Procedure § 384 ("Unpaid Residue"). The Settlement Administrator shall transmit the Unpaid Residue, together with any accrued interest, to the *cy pres* designee, Legal Aid Foundation of Los Angeles. The Settlement Administrator shall also prepare a report on the distribution plan pursuant to § 384, which Class Counsel shall present to the Court. (Marvazy Decl. ¶¶ 11(I), 40.)

B. The Released Claims

Upon Defendants' full funding of the Settlement, all Settlement Class Members shall fully release and discharge the Released Parties from all claims alleged in, or arising out of the facts asserted in, the operative Second Amended Complaint that arose from March 14, 2020 through April 8, 2025 (the "Released Claims"). The release preserves any rights or claims created by the Settlement Agreement. The Settlement Agreement and the Notice identify the specific claims and Labor Code violations covered by the release. Named Plaintiff, Yasmine Gonzalez, shall provide a general release that includes a waiver under Civil Code § 1542. The PAGA release is limited to

penalties for the violations identified in the PAGA Notice sent to the LWDA and alleged in the operative Second Amended Complaint. The Settlement Agreement specifies the PAGA claims subject to that release. (Settlement Agreement, ¶¶ 60-62; Mitchell Decl., Exhs. 1–2.)

C. Preliminary Approval and the Notice to the Class

On August 17, 2026, the Court granted preliminary approval of the Settlement, conditionally certified the Class, appointed Yasmine Gonzalez as Class Representative and Azad M. Marvazy and Brea Violette as Class Counsel, approved the form, content, and method of dissemination of the Notice, and appointed Analytics Consulting as Settlement Administrator. The Court set a deadline of 45 days after the Notice was sent for Class Members to request exclusion or submit objections and scheduled the Final Approval Hearing for December 15, 2026, at 10:00 a.m. On or about September 11, 2026, Analytics Consulting received a class data file identifying 106 Class Members and containing mailing addresses, Social Security numbers, employment dates, and Workweeks worked during the Settlement Period. Five records lacked a mailing address. Analytics Consulting used the National Change of Address database to standardize and update the available addresses and, on September 25, 2026, sent the Notice by first-class mail to the 101 Class Members with an available mailing address. (Mitchell Decl., ¶¶ 3–5.) The Notice summarized the Settlement terms and explained how Class Members could participate and receive a settlement payment, object to the Settlement, appear at the Final Approval Hearing, or request exclusion. It also stated the applicable deadlines and provided the date, time, and location of the hearing. The Notice advised Class Members that they could appear remotely and provided the registration link, https://lacc.lacourt.org/. (Mitchell Decl., Exhs. 1–2.)

The Notice instructed Class Members to keep their mailing addresses current with the Settlement Administrator so they could receive their settlement payments. It stated each Class

Member's credited Workweeks during the Settlement Period and estimated gross Individual Settlement Share, and explained how to dispute the Workweek count. After 15 Notices were returned as undeliverable, Analytics Consulting located updated addresses for nine of those Class Members and remailed the Notice to them. (Mitchell Decl., ¶ 6.) Since the Notice period began, Analytics Consulting has maintained a settlement website at www.collectiveaction.io/Shabani/ that provides access to the Notice, Settlement Agreement, and Preliminary Approval Order. The website can also provide a link to the Notice of Entry of Final Judgment once it becomes available. (Mitchell Decl., ¶ 9.)

D. The Class Members' Overwhelming Support of the Settlement

The estimated average payment to participating Class Members is at least $1,727.09. (Marvazy Decl., ¶ 11(F).) The Settlement Administrator received no requests for exclusion, objections, or Workweek disputes by the November 9, 2026 deadline. (Mitchell Decl., ¶¶ 7–8.)

IV. ARGUMENT

A. The Settlement is Fair, Reasonable, Adequate and Satisfies the Standards for Final Approval

Rule 3.769, California Rules of Court, requires court approval for class action settlements. Cal. R. Ct. 3.769(g). California courts favor settlement. *Stambaugh v. Superior Court*, (1976) 62 Cal. App. 3d 231, 236, *Potter v. Pacific Coast Lumber Co. of Cal*., (1951) 37 Cal. 2d 592, 602 ("[T]he law wisely favors settlements"). Accordingly, the Court must give "[due] regard to what is otherwise a private consensual agreement between the parties." *Wershba*, supra, 91 Cal. App. 4th at 245.

In deciding whether to approve a class settlement, a court evaluates whether the proposed settlement is "fair, adequate, and reasonable." *Dunk v. Ford Motor Co.*, (1996) 48 Cal.App.4th

1794, 1801 (citing *Officers for Justice v. Civil Serv. Comm'n of City & Cnty. of S.F.*, (9th Cir. 1982) 688 F.2d 615, 625); *Cho v. Seagate Tech. Holdings, Inc.*, (2009) 177 Cal.App.4th 734, 742-43. A court enjoys broad discretion to make its fairness determination. *Dunk*, *supra*, at 1801. However, "a presumption of fairness exists where: (1) the settlement is reached through arm's-length bargaining; (2) investigation and discovery are 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." *Dunk*, *supra*, at 1802; accord *Wershba*, *supra*, at 245. In addition, a court should consider additional relevant factors, including the strength of the plaintiffs' case compared to the settlement amount; the risk, expenses, complexity, and likely duration of further litigation; and the fair treatment of class members in relation to each other. *Dunk*, *supra*, at 1802; *see also In re Microsoft I-V Cases*, (2006) 135 Cal.App.4th 706, 723; *see also Boyd v. Bechtel Corp.*, (N.D. Cal. 1979) 485 F. Supp. 610, 617.

The record before the Court at preliminary approval supported three (3) of the four (4) *Dunk* factors. The fourth factor, the number of objections, could be assessed only after Class Members received notice and had an opportunity to respond. Subject to the Class's response, the Court preliminarily found the Settlement fair and reasonable and the PAGA allocation genuine, meaningful, and fair to those affected. (*See* Order Granting Preliminary Approval, Marvazy Decl., Exh. B.) After the Notice was disseminated and the response deadline passed, no Class Member objected to the Settlement or requested exclusion. The absence of objections satisfies the remaining *Dunk* factor and supports a presumption of fairness. Plaintiff therefore requests that the Court grant final approval. (Mitchell Decl., ¶¶ 7–8; Marvazy Decl., ¶ 15.)

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B. Settlement Penalties Under The Private Attorneys General Act of 2004 are Reasonable

The Settlement's $10,000.00 allocation to civil penalties under the Private Attorneys General Act of 2004, as amended ("PAGA"), is fair and reasonable under the circumstances. The parties negotiated the allocation in good faith, and the amount reflects no self-interest at the Class Members' expense. (Marvazy Decl., ¶¶ 21-22.) In approving the PAGA allocation in *Hopson v Hanesbrands Inc.*, the court considered whether the parties had negotiated the amount in good faith and whether it reflected self-interest at the expense of other class members. (No. CV-08-0844 EDL, 2009 WL 928133, at *9 (N.D. Cal. Apr. 3, 2009).) Here, the total PAGA allocation represents approximately 3.08% of the $325,000.00 Gross Settlement Fund, and $7,500.00, or 75% of the allocation, will be paid to the LWDA. Courts have approved smaller allocations as a percentage of the overall settlement. (*See*, *e.g.*, *Garcia v. Gordon Trucking, Inc.*, No. 1:10-CV-0324 AWI SKO, 2012 WL 5364575, at *3 (E.D. Cal. Oct. 31, 2012) (approving a PAGA allocation of approximately 0.27% of the total settlement).) The proposed Settlement has been submitted to the LWDA. (Marvazy Decl., ¶ 23.)

Damages compensate for injury, while civil penalties punish wrongdoing and deter future misconduct. (*Raines v. Coastal Pacific Food Distributors, Inc.*, (2018) 23 Cal.App.5th 667, 678–681.) Plaintiff anticipates that, if this action proceeds to trial, Defendants would argue that imposing civil penalties on a defunct employer would serve no deterrent purpose and that a full award would be unjust, arbitrary, oppressive, or confiscatory under the circumstances. Plaintiff further anticipates that Defendants would ask the Court to exercise its discretion to reduce any award of civil penalties on that basis. Plaintiff considered the risk of a reduced award in agreeing to the PAGA allocation. (Marvazy Decl., ¶ 22.)

V. THE COURT SHOULD APPROVE THE REQUESTED FEES AND COSTS

A. The Requested Fee Award is Fair and Reasonable Calculated as a Percentage of the Common Fund

Class Counsel requests $108,333.00 in attorneys' fees, representing one-third of the Gross Settlement Fund ("GSF"), and reimbursement of $11,696.00 in litigation costs. (Marvazy Decl., ¶¶ 11(B), 28, 32.) Under the Settlement Agreement, Defendants agreed not to oppose or object to either request. Any portion of the requested fees or costs that the Court does not award will be included in the Net Settlement Fund for distribution to the Settlement Class.

The Court may award attorneys' fees as a reasonable percentage of the common fund created by the Settlement. (*Laffitte v. Robert Half International Inc.*, (2016) 1 Cal.5th 480, 503.) The common fund doctrine allocates the cost of securing a recovery among those who benefit from it. (*Quinn v. State of California*, (1975) 15 Cal.3d 162, 167; *City and County of San Francisco v. Sweet*, (1995) 12 Cal.4th 105, 110.) Here, the Settlement creates a fixed common fund of $325,000.00, making the percentage method a straightforward way to calculate the requested fee. (*Dunk*, *supra*, 48 Cal.App.4th at 1808.)

When a class action creates a monetary fund for the benefit of class members, the Court may determine a reasonable fee for Class Counsel by awarding an appropriate percentage of that fund. (*Laffitte*, *supra*, at 503.) The California Supreme Court explained that the percentage method simplifies the fee calculation, aligns counsel's incentives with the interests of the class, better reflects the market for contingency representation, and encourages timely resolution. (*Ibid.*) Here, the Settlement creates a fixed $325,000.00 common fund for the benefit of the Class. The Court may therefore use the percentage method to evaluate Class Counsel's request for $108,333.00 in

attorneys' fees, representing one-third of the Gross Settlement Fund. (Marvazy Decl., ¶¶ 11(A), 28.)

B. The Requested Attorneys' Fee Award is Within the Range of Fees Approved in Comparable Common Fund Cases

In determining a reasonable percentage of the common fund to award as attorneys' fees, the Court considers the circumstances of the case. Class Counsel's request for one-third of the Gross Settlement Fund is consistent with reported fee awards in class actions. In *Chavez v. Netflix, Inc.*, (2008) 162 Cal.App.4th 43, 66, footnote 11, the court noted that class action fee awards average approximately one-third of the recovery. Empirical studies likewise identify one-third of the settlement fund as a typical award. (*See Silber & Goodrich, Common Funds and Common Problems: Fee Objections and Class Counsel's Response*, (1998) 17 Rev. Litig. 525, 546; Willging et al., *Empirical Study of Class Actions in Four Federal District Courts: Final Report to the Advisory Committee on Civil Rules* (1996) p. 90.)

The requested fee of $108,333.00, representing one-third of the $325,000.00 Gross Settlement Fund, fairly compensates Class Counsel for the work performed and the risks assumed in prosecuting this action. Class Counsel undertook this complex, costly litigation on a contingency basis, advanced all litigation costs and expenses, and has received no payment for its work to date. As a small firm with limited attorney resources, Class Counsel turned down billable work to devote the time and resources this action required, knowing it could recover no fee. (Marvazy Decl., ¶¶ 28-29.) Class Counsel must still devote substantial time to the final approval proceedings and oversight of settlement administration. The requested percentage is consistent with the 33 percent benchmark cited by federal district courts evaluating common fund awards in California. (*See Smith v. CRST Van Expedited, Inc.*, No. 10-CV-1116-IEG WMC, 2013 WL 163293, at *5 (S.D.

Cal. Jan. 14, 2013); *Dennis v. Kellogg Co.*, No. 09-CV-1786-L WMC, 2013 WL 6055326, at *7 (S.D. Cal. Nov. 14, 2013).) The Notice informed Class Members that Class Counsel would seek up to $108,333.00 in fees and up to $13,000.00 in litigation costs. No Class Member objected. (Mitchell Decl., ¶ 8.)

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

A lodestar cross-check further supports the reasonableness of Class Counsel's requested fee. The Court calculates the lodestar by multiplying the hours counsel reasonably spent on the case by reasonable hourly rates. (*Serrano v. Priest*, (1977) 20 Cal.3d 25, 48.) The Court may then adjust that figure by applying a multiplier that accounts for factors such as the novelty and difficulty of the issues, the risks of litigating on a contingency basis, and the results obtained for the Class. (*Id.* at 49. *See also Ketchum v. Moses*, (2001) 24 Cal.4th 1122, 1132–1139.)

Class Counsel has devoted approximately 244.5 hours to this action to date, including 146.3 hours by Mr. Marvazy and 98.2 hours by Ms. Violette. Applying hourly rates that reflect prevailing market rates for comparable work, Class Counsel calculates a base lodestar of $163,635.00. The hours claimed reflect work reasonably necessary to prosecute the action and secure the Settlement. (Marvazy Decl., ¶¶ 30-31; Violette Decl., ¶ 11.) The requested fee represents a zero multiplier. Instead, Class Counsel applies their current rates to account for the delays and risks involved in undertaking such litigation on a contingency basis. *Ketchum, supra*, at 1136–1139. Current rates are reasonable given the risk Class Counsel assumed in litigating on a contingency basis, the recovery obtained for the Class, and the difficulty of collecting a judgment in light of Defendants' financial condition. Class Counsel has also excluded significant paralegal and assistant hours spent supporting Class Counsel's efforts.

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D. Class Counsel's Hourly Rates are Reasonable

A reasonable hourly rate reflects the prevailing rate in the relevant community for comparable work by attorneys of similar skill and experience. (*PLCM Group, Inc. v. Drexler,* (2000) 22 Cal.4th 1084, 1095.) In assessing that rate, the Court may consider counsel's skill and experience, the nature of the work, the expertise it required, and counsel's customary billing rates. (*Flannery v. California Highway Patrol*, (1998) 61 Cal.App.4th 629, 632.) Class Counsel's hourly rates range from $400.00 to $850.00, accounting for Ms. Violette's 3 years and Mr. Marvazy's 12 years of litigation experience respectively, and are consistent with rates typically approved for comparable work in wage-and-hour class actions. (Marvazy Decl., ¶ 30; Violette Decl., ¶ 11.)

Class Counsel's experience representing employees and litigating class and representative actions supports the requested hourly rates. Mr. Marvazy founded Light Law Group, APC, in April 2015 to represent California workers and has since focused his practice exclusively on representing plaintiffs in civil employment matters. He has been appointed class counsel in three (3) prior matters before the United States District Court for the Eastern District of California and the Superior Courts of Santa Clara and Los Angeles Counties. Ms. Violette has worked with Mr. Marvazy since before her admission to the Bar in December 2023 and has gained substantial experience working on class and representative actions since 2021. (Marvazy Decl., ¶¶ 35, 37, 39; Violette Decl., ¶¶ 3-6.)

E. Class Counsel's Total Hours are Reasonable

The lodestar may include time reasonably spent preparing the action before filing, including interviewing clients, investigating the facts, researching the applicable law, and drafting the initial pleadings. *See New York Gaslight Club, Inc. v. Carey*, (1980) 447 U.S. 54, 62. The Court may also award fees for time reasonably spent establishing and defending the fee request.

(*Serrano v. Unruh*, (1982) 32 Cal.3d 621, 639 ("Serrano IV").) The Court may determine the reasonable fee based upon an attorney's declaration stating the amount of work done and the judge's own view of the number of hours reasonably spent. (*Syers Props. III, Inc. v Rankin*, (2014) 226 Cal.App.4th 691, 698.)

Class Counsel's work began with a prefiling investigation and legal research, including preparing and submitting Plaintiff's PAGA Notice to the LWDA on February 26, 2024. Counsel drafted and filed the original complaint and both amended complaints, served written discovery, and obtained amended and supplemental responses through extensive meet-and-confer efforts. Counsel also deposed Defendants' three PMQ designees and analyzed their testimony, researched the applicable case law, Wage Orders, and statutes, and contacted and interviewed putative Class Members using information obtained through the stipulated *Belaire-West* notice process. Counsel reviewed Class payroll records, calculated potential damages, assessed litigation risks, prepared a detailed mediation brief, and participated in mediation. Counsel then negotiated and drafted the Settlement Agreement and Notice, prepared the motion for preliminary approval and supporting papers, coordinated with the Settlement Administrator, reviewed reports on Class participation, and prepared this Motion for Final Approval. (Marvazy Decl., ¶¶ 5-8, 20, 25, 31.) This work was reasonable and necessary to investigate and litigate the claims, secure the Settlement, and pursue its approval. The result obtained for the Class further supports the reasonableness of the time spent. (*Ibid.*)

F. Costs of Litigation

Class Counsel seeks reimbursement of $11,696.00 in litigation costs and expenses. At preliminary approval, Class Counsel estimated that these costs would not exceed $13,000.00. The

costs were reasonably and necessarily incurred in prosecuting this action and securing the Settlement. Defendants do not oppose the request. (Marvazy Decl., ¶ 32; Violette Decl. ¶ 12.)

VI. THE CLASS REPRESENTATIVE SERVICE AWARD IS REASONABLE

Class Counsel requests a $7,500.00 service award for Plaintiff and Class Representative, Yasmine Gonzalez, the amount the Court preliminarily approved and approximately 2.31% of the Gross Settlement Fund. The award is reasonable in light of the benefits Ms. Gonzalez helped secure for the Class, her substantial assistance with counsel's investigation and prosecution of the action, and her agreement to the proposed Settlement, including a general release broader than the release given by Class Members. By pursuing this action on the Class's behalf, Ms. Gonzalez exposed herself to potential personal liability for litigation costs, intrusive discovery, and the possibility that prospective employers would learn she had sued a former employer. The Notice disclosed the service award request to the Class. No Class Member objected, and Defendants do not oppose the request. (Marvazy Decl., ¶¶ 27, 34; Violette Decl., ¶ 10; Gonzalez Decl., ¶¶ 3-7, 9-12.)

California courts recognize that service awards may compensate class representatives for their efforts on behalf of the class and the risks they assume in pursuing the litigation. (See *In re Cellphone Fee Termination Cases*, (2010) 186 Cal.App.4th 1380, 1393. *See also Bell v. Farmers Ins. Exch.*, (2004) 115 Cal.App.4th 715, 725–726 [upholding service awards to class representatives].) In *Munoz v. BCI Coca-Cola Bottling Co. of Los Angeles*, (2010) 186 Cal.App.4th 399, 412, the court upheld service awards that, when combined with the named plaintiffs' individual recoveries, resulted in payments exceeding twice the average class member payment. (*See also Manual for Complex Litigation* (4th ed.) § 21.62, fn. 971.) In light of Ms.

Gonzalez' contributions to the Class and the risks she undertook as Class Representative, the requested $7,500.00 service award is fair and reasonable. (Marvazy Decl., ¶ 27.)

VII. THE ADMINISTRATION COSTS ARE REASONBALE

The Court approved the parties' selection of Analytics Consulting as Settlement Administrator. In that role, Analytics distributed the Notice, handled the process for receiving and reviewing requests for exclusion, objections, and disputes, and is responsible for calculating, verifying, and distributing Individual Settlement Shares, including Individual PAGA shares. Analytics processed the class data through the National Change of Address database, mailed the Notice to 101 Class Members, and conducted address traces after 15 Notices were returned as undeliverable. It located updated addresses for nine of those Class Members and remailed the Notice to them. Analytics has also maintained the settlement website since the Notice period began. Upon final approval, Analytics will calculate and verify the Individual Settlement Shares, mail the checks, complete the required tax reporting, calculate, collect, and remit the Employer's Taxes, and disburse other payments as ordered by the Court. It will also transmit any Unpaid Residue to the Legal Aid Foundation of Los Angeles, prepare the distribution report under Code of Civil Procedure § 384, and perform its remaining duties under the Settlement Agreement. In light of the work performed and the duties that remain, Plaintiff requests approval of Analytics Consulting's total fee of $6,899.00 as fair and reasonable. The requested fee is well below the $10,000.00 the Court preliminarily approved. (Mitchell Decl., ¶ 10.)

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VIII. THE COURT SHOULD ENTER JUDGEMENT AND RETAIN JURISDICTION

Plaintiff requests that the Court grant final approval and enter judgment in accordance with the Settlement Agreement. The final approval order and judgment should find the Settlement fair, reasonable, and adequate, direct the parties to carry out its terms, and award Class Counsel's attorneys' fees and litigation costs, the Settlement Administration Expenses, and the Service Award. The parties agreed that the Settlement Agreement is binding and enforceable under Code of Civil Procedure § 664.6 and that the Court will retain jurisdiction to enforce its terms. Plaintiff therefore requests that the Court retain jurisdiction over the parties to enforce the Settlement and Judgment pursuant to California Rules of Court, rule 3.769(h), and set a compliance hearing after distribution of the settlement funds for submission of the Settlement Administrator's report under Code of Civil Procedure § 384. Upon receipt of the signed judgment, Class Counsel will submit it to the LWDA.

IX. CONCLUSION

For the foregoing reasons, Plaintiff respectfully requests that the Court grant final approval of the Class Action Settlement, certify the Class for settlement purposes, confirm the appointments of Yasmine Gonzalez as Class Representative and Azad M. Marvazy and Brea Violette as Class Counsel, and find that the Notice complied with due process and the Order Granting Preliminary Approval. Plaintiff further requests that the Court award Class Counsel $108,333.00 in attorneys' fees and $11,696.00 in litigation costs, grant Ms. Gonzalez a $7,500.00 service award, and approve $6,899.00 in settlement administration expenses payable to Analytics Consulting. Plaintiff also requests approval of the $10,000.00 allocation to PAGA civil penalties, with $7,500.00 (75%) payable to the LWDA. Finally, Plaintiff requests that the Court approve distribution of the Net Settlement Amount to Settlement Class Members and any Unpaid Residue to the Legal Aid

Foundation of Los Angeles, enter final judgment, and retain jurisdiction to enforce the Settlement and Judgment.

DATED: November 19, 2026

LIGHT LAW GROUP, APC



Azad M. Marvazy, Esq.
Brea Violette, Esq.
Attorneys for Plaintiff, Yasmine Gonzalez, all those similarly situated, and the general public