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**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**FOR THE COUNTY OF SAN DIEGO**

IGNACIO GARATE, on behalf of himself  
and all others similarly situated,

Plaintiff,

v.

LINCARE, INC., a Delaware Corporation;  
and DOES 1-50, inclusive.

Defendants.

CASE NO.: 37-2024-00026882-CU-OE-CT

*Assigned to Hon. Marcella O. McLaughlin*

**PLAINTIFF'S NOTICE OF MOTION AND  
MOTION FOR FINAL APPROVAL OF  
CLASS ACTION SETTLEMENT**

**HEARING INFO**

Date: September 18, 2026

Time: 9:30 a.m.

Dept.: C-72

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

2 **PLEASE TAKE NOTICE** that on September 18, 2026, at 9:30 a.m., or as soon thereafter  
3 as the matter may be heard, in Department C-72 of the San Diego County Superior Court, located  
4 at 330 W Broadway San Diego, California 92101, before the Honorable Marcella O. McLaughlin,  
5 Plaintiff Ignacio Garate (“Plaintiff”), individually and on behalf of all others similarly situated,  
6 will and hereby does move the Court, pursuant to Code of Civil Procedure section 382, for entry  
7 of an Order granting final approval of the parties’ Class Action and PAGA Settlement Agreement  
8 (the “Settlement Agreement” or “Settlement”). The Court preliminarily approved the Settlement  
9 on or about May 6, 2026.

10 This Motion, which is supported and unopposed by Defendant Lincare, Inc.  
11 (“Defendant”), seeks final approval of a \$730,000 Settlement on behalf of the Settlement Class  
12 Members and entry of judgment.

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

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

18 2. Finally appointing Plaintiff Ignacio Garate as the Class Representative for  
19 purposes of settlement;

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

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

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

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

28 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 State 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 Ignacio Garate in Support of the Plaintiff's Motion for Preliminary Approval of Class Action Settlement, and the Declaration of Nick Castro 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 24, 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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1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. INTRODUCTION**

3 This motion seeks final approval of a wage-and-hour class action settlement between  
4 Plaintiff Ignacio Garate (“Plaintiff”) and Defendant Lincare, Inc. (“Defendant”) (collectively, the  
5 “Parties”) in the amount of \$730,000 (the “Gross Settlement Amount”) to be distributed to 538  
6 individuals who are or were employed by Defendant as non-exempt hourly employees in  
7 California from August 12, 2022, through March 4, 2026 (the “Class Members” or the “Class”).

8 Plaintiff also represents the State of California with respect to the claims brought pursuant  
9 to the California Labor Code Private Attorneys General Act of 2004 (“PAGA”). (Lab. Code, §§  
10 2698–2699.5.) The “Aggrieved Employees” include all persons who are or were employed by  
11 Defendant in California as non-exempt hourly employees at any time from March 27, 2023,  
12 through March 4, 2026.

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

17 On or about May 6, 2026, the Court granted preliminary approval of the Settlement  
18 Agreement. Pursuant to that order, on June 18, 2026, ILYM Group, Inc. (the “Settlement  
19 Administrator” or “ILYM”) mailed the Court-approved Notice of Proposed Class Action  
20 Settlement (the “Class Notice”) to all Settlement Class Members. (See Declaration of Nick Castro  
21 of ILYM, in Support of Motion for Final Approval of Class Action Settlement (“Castro Decl.”),  
22 at ¶¶ 3-15.)

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

24 **II. PERTINENT BACKGROUND AND SETTLEMENT TERMS**

25 Plaintiff and the Settlement Class Members include all current and former non-exempt,  
26 hourly employees of Defendant who worked in California at any time between August 12, 2022,  
27 and March 4, 2026. (Declaration of Mehrdad Bokhour in Support of Motion for Final Approval  
28 of Class Action Settlement, ¶ 26 (“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 Settlement Class includes 538 individuals who performed work in a non-exempt position for Defendant in California at any time during the Class Period. The following is a breakdown of the requested allocations and estimated payments under the Settlement. (Declaration of Nick Castro Regarding Notice and Settlement Administration ("Castro Decl."), ¶¶ 12 through 14):

|                                      | Total Amount |
|--------------------------------------|--------------|
| <i>Settlement Amount</i>             | \$730,000    |
| Attorneys' Fees (1/3)                | \$243,333.33 |
| Litigation Costs                     | \$30,000.00  |
| Settlement Administrator Costs       | \$8,000.00   |
| PAGA payment to LWDA                 | \$15,000.00  |
| PAGA payment to Aggrieved Employees  | \$5,000.00   |
| Class Representative Service Payment | \$10,000.00  |
| <i>Net Settlement Amount</i>         | \$418,666.67 |

Settlement 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 he/she worked during the Class Period, such that the amount distributed to Participating Class Members will equal 100% of the Net Settlement Amount.

Assuming the Court approves all requested deductions from the Gross Settlement Amount, the average Individual Settlement Share is approximately **\$778.19**, and the highest Individual Settlement Share is approximately **\$2,155.89**. (Castro Decl., ¶ 15.)

Ten percent (10%) will be allocated as wages, subject to applicable local, state, and federal tax withholdings; and ninety percent (90%) will be allocated as interest and as civil penalties (pursuant to, e.g., California Labor Code sections 203 and 226) from which no taxes will be

1 withheld. Defendant shall make the deposit required to fund the Settlement within 60 days plus 5  
2 court days after entry of judgment. No later than 14 calendar days after the deposit into the QSF,  
3 the Settlement Administrator shall issue the payments required under the Settlement. (Settlement  
4 Agreement, ¶¶ 73, 75.)

5 The Settlement allocates \$20,000 to resolve the PAGA Claims, with 75 percent, or  
6 \$15,000, payable to the LWDA and 25 percent, or \$5,000, distributed among the 475 Aggrieved  
7 Employees as Individual PAGA Payments pursuant to the allocation formula in the Settlement.  
8 (Castro Decl., ¶ 16.) The escalator provision was not triggered because the 538 Settlement Class  
9 Members worked 36,509 Workweeks, below the 38,500-Workweek threshold. (Castro Decl., ¶¶  
10 5, 14; Amended Preliminary Approval Order, ¶ 9.) The Parties reached this allocation following  
11 arm's-length negotiations before an experienced mediator.

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

18 Additionally, the Settlement provides meaningful direct relief to the affected employees  
19 while preserving its non-reversionary nature. Accordingly, the requested PAGA allocation is fair,  
20 adequate, and reasonable under Labor Code section 2699(1)(2).

21 In light of this overwhelmingly positive reaction to the Settlement and its overall terms, it  
22 is clear that the Settlement, which was the product of arm's-length negotiations, is fair and  
23 reasonable, and the parties therefore respectfully request that the Court grant final approval and  
24 enter the proposed judgment as requested. (See *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th  
25 1794, 1800–1802 [class action settlements should be approved if they are fair and reasonable, and  
26 a low percentage of objectors and opt-outs is evidence of an agreement's fairness].)

### 27 **III. THE NOTICE PROCESS**

#### 28 **A. Notice to the Settlement Class Members**

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

7 On June 18, 2026, ILYM mailed the Court-approved Notice Packet to all 538 Settlement  
8 Class Members. Before mailing, ILYM processed all addresses through the National Change of  
9 Address database. Thirty-four Notice Packets were returned as undeliverable; ILYM performed  
10 skip traces, obtained 28 updated addresses, and promptly remailed those Notice Packets. Only 6  
11 Notice Packets ultimately remained undeliverable. ILYM received no disputes, objections, or  
12 requests for exclusion. Accordingly, all 538 Settlement Class Members are Participating Class  
13 Members. (Castro Decl., ¶¶ 5–14.)

14 In accordance with California Rules of Court, rules 3.766 (d) and 3.769 (f), the Class  
15 Notice provided Settlement Class Members with (1) a brief explanation of the case; (2) an  
16 explanation of each Settlement Class Member’s right to opt out of the Settlement Class; (3) an  
17 explanation of the process (and relevant deadlines) through which a Settlement Class Member  
18 could opt out of the Settlement Class; (4) notice about the binding nature of the Judgment for  
19 Settlement Class Members who do not opt-out; (5) an explanation of each Settlement Class  
20 Member’s right to appear through counsel; (6) an explanation of each Settlement Class Member’s  
21 right to appear at the fairness hearing and express views on the Settlement, i.e., object or otherwise  
22 respond; and (7) an explanation of each Settlement Class Member’s right to participate in the  
23 Settlement and receive payment accordingly. (Attached hereto as **Exhibit “A”** to the Nick Castro  
24 Declaration is a true and correct copy of the Class Notice.)

25 **B. There are Zero Objections and Zero Requests for Exclusion**

26 California law makes clear that the percentage of objectors and opt-outs is an important  
27 factor in the Court’s consideration of a proposed class action settlement. (See *Dunk, supra*, 48  
28 Cal.App.4th at 1802.) Indeed, the Ninth Circuit and other federal courts recognize that in the final

1 fairness analysis, the number or percentage of class members who object to the settlement is a  
2 significant factor. (See *Mandujano v. Basic Vegetable Prods., Inc.* (9th Cir. 1976) 541 F.2d 672,  
3 677; *In re American Bank Note Holographics, Inc.* (SDNY 2001) 127 F.Supp.2d 418, 425 [“[i]t  
4 is well settled that the reaction of the class to the settlement is perhaps the most significant factor  
5 to be weighed in considering its adequacy”].)

6 Because ILYM received no requests for exclusion, all 538 Class Members are  
7 Participating Class Members. Thus, the Settlement Class overwhelmingly viewed this as a fair  
8 and reasonable Settlement.

#### 9 **IV. EVALUATION OF THE SETTLEMENT**

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

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

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

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

##### 26 **B. Plaintiff’s Investigation Was More Than Sufficient**

27 As set forth at the time of preliminary approval, Class Counsel’s extensive investigation  
28 into the facts and merits of the wage and hour claims alleged included analyzing substantial

1 amounts of information, correspondence, documents, timekeeping records, and payroll data,  
2 relevant wage and hour policies and procedures, and evidence relating to the class size and the  
3 commonality of the claims.

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

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

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

13 Class Counsel are experienced in this type of litigation, and they have (and hereby do)  
14 represent that this Settlement is fair and reasonable. (Bokhour Decl., ¶¶ 3-13; Declaration of  
15 Joshua Falakassa in Support of Plaintiff's Motion for Final Approval of Class Action Settlement  
16 ("Falakassa Decl." ¶¶ 3-8); see *7-Eleven Owners for Fair Franchising v. Southland Corp.* (2000)  
17 85 Cal.App.4th 1135, 1152 [Final approval of settlement affirmed where counsel were all  
18 experienced litigators with class-action experience and had recommended settlement based on the  
19 negotiated terms].)

20 **D. Reasonable Estimate of the Nature and Amount of Recovery**

21 Plaintiff's Motion for Preliminary Approval contained a comprehensive *Kullar* analysis  
22 (which sufficiently provided the Court with "basic information about the nature and magnitude  
23 of the claims in question and the basis for concluding that the consideration being paid for the  
24 release of those claims represents a reasonable compromise" (*Kullar v. Foot Locker Retail, Inc.*  
25 (2008) 168 Cal.App.4th 116, 133.)

26 In light of the uncertainties of protracted litigation, this negotiated Settlement reflects the  
27 best practicable recovery for the Settlement Class. While the total Settlement amount is, of course,  
28 a compromise figure, both parties carefully weighed the potential risks and opportunities,

1 resulting in a fair and equitable Settlement. Based upon detailed data obtained through discovery  
2 and information exchanges and factoring in claim certification probabilities and liability  
3 probabilities, Class Counsel formulated detailed damages models to evaluate the claims in  
4 preparation for mediation and to reach a realistic and reasonable resolution.

5 Of course, Defendant deny that any damages should be assessed and deny all of the  
6 value assessed by Plaintiff. (*Id.*) Notwithstanding these arguments, the Settlement commits  
7 Defendant to pay a Settlement Amount of \$730,000 to settle the litigation.

8 **V. THE REQUESTED ATTORNEYS' FEES ARE FAIR, REASONABLE, AND**  
9 **SHOULD BE AWARDED**

10 For their efforts in creating a common fund for the benefit of the Settlement Class, the  
11 Settlement Agreement provides that Class Counsel may seek reasonable attorneys' fees of  
12 \$243,333.33, which is one-third of the Settlement Amount. These fees are warranted under the  
13 law and within the range of fees commonly awarded in similar class action cases.

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

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

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

25 Plaintiff and the Settlement Class in this action are entitled to recover reasonable  
26 Attorneys' Fees and Costs under section 218.5 of the California Labor Code, which provides that,  
27 "[i]n any action brought for the nonpayment of wages ... the Court shall award reasonable  
28 attorneys' fees and costs to the prevailing party."

1 In addition, Plaintiff and the Settlement Class are entitled to recover reasonable Attorneys'  
2 Fees pursuant to Labor Code section 1194, subdivision (a), which provides that, "... any  
3 employee receiving less than the legal minimum wage ... applicable to the employee is entitled  
4 to recover in a civil action the unpaid balance of the full amount of this minimum wage...  
5 including ... reasonable attorney's fees, and costs of suit."

6 Plaintiff is further entitled to Attorneys' Fees and Costs under section 226(e) of the Labor  
7 Code (employee who prevails on claim for itemized wage statement violation "is entitled to an  
8 award of costs and reasonable attorneys' fees"); under PAGA (Labor Code § 2699(k)(1), which  
9 provides "Any employee who prevails in any action shall be entitled to an award of reasonable  
10 attorney's fees and costs, including any filing fee paid"); and, potentially, section 1021.5 of the  
11 California Code of Civil Procedure.

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

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

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

24 The California Supreme Court has approved trial courts' use of the common fund method  
25 for awarding attorneys' fees in wage-and-hour class actions, like this one, and routinely upholds  
26 attorneys' fee requests of 1/3 of the total settlement amount obtained for the class. (*See Laffitte v.*  
27 *Robert Half Int'l Inc.* (2016) 1 Cal. 5th 480, 506; *see also*, 4 Newberg on Class Actions, § 14:6 at  
28 552 ("fee awards in class actions average around one-third of the recovery").

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

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

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

19           The fact that the settlement was embraced and supported by the Class Members, as  
20 evidenced by zero objections and zero requests for exclusion among 538 Settlement Class  
21 Members, clearly demonstrates that the Class Members support the Settlement Agreement and  
22 results achieved by Class Counsel through the litigation of this matter.

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

27           As a result of this litigation, the Class Members stand to receive a significant Net  
28 Settlement Amount of \$418,666.67.

1                   **3.       *Settlement Class Members Had Sufficient Notice of the Requested Fees***

2           Rule 3.769 of the California Rules of Court requires that the Class Members be notified  
3 of any agreement regarding an application for attorneys' fees. Here, the Class Notice,  
4 preliminarily approved by the Court and distributed to the Settlement Class Members, apprised  
5 them that Class Counsel will ask for Attorneys' Fees of one-third of the Settlement Amount as  
6 reasonable compensation for the work Class Counsel performed and will continue to perform in  
7 this lawsuit through final approval. (Castro Decl., ¶ 7 & Ex. A.)

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

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

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

20           An additional factor in favor of granting the requested fee award is that this case was both  
21 legally and financially risky for Class Counsel. (See *Vizcaino v. Microsoft Corp* (9th Cir. 2002)  
22 290 F.3d 1043, 1048-49.) Class Counsel has been representing the Settlement Class in this matter  
23 on a strictly contingency basis and, as such, incurred the risk of non-recovery after a substantial  
24 investment of time, money, and resources and has done so since the inception of this case without  
25 any payment or compensation. Specifically, there was the prospect of enormous cost inherent in  
26 this class action litigation, as well as the prospect of a prolonged battle with well-funded  
27 corporations who were represented by an experienced law firm; the risk that Defendant could  
28 prevail on their arguments that the Settlement Class should not be certified; and the risk that

1 Defendant could prevail on the merits of some or all of the claims.

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

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

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

10 Despite recognized limitations of the so-called lodestar method, some California and  
11 federal courts acknowledge the utility of a lodestar "cross-check."<sup>1</sup> (*Lealao, supra*, 82 Cal.App.  
12 4<sup>th</sup> at 46-47.) Under the "lodestar multiplier" method of cross-checking the reasonableness of  
13 attorneys' fees in class actions, the court ascertains Class counsel's total "lodestar" amount by  
14 multiplying the number of hours reasonably expended by each attorney or legal staff member by  
15 their hourly rates, and then enhances or reduces this lodestar figure by a "multiplier" to account  
16 for a range of factors, such as the novelty or difficulty of the case, its contingent nature, and the  
17 degree of success achieved. (*PLCM Group, Inc. v. Drexler* (2000) 22 Cal.4<sup>th</sup> 1084, 2655-96;  
18 *Press v. Lucky Stores, Inc.* (1983) 34 Cal.3d 311, 322; *Lealao, supra*, 82 Cal.App.4<sup>th</sup> at 43 [court  
19 has discretion to use a multiplier to ensure that the "fee awarded is within the range of fees freely  
20 negotiated in the legal marketplace in comparable litigation"].)

21 Historically, California courts have approved multipliers of 1.5 to 4. (See *Coalition for*  
22 *Los Angeles County Planning v. Board of Supervisors* (1977) 76 Cal.App.3d 241, 251 (multiplier  
23 of 2+ approved); *Sternwest Corp v. Ash* (1986) 183 Cal.App.3d 74, 75.) The multiplier requested  
24 by Class Counsel below is within the range of multipliers found to be appropriate by various  
25 federal and state courts in California.

26  
27 <sup>1</sup> In practice, the lodestar method is difficult to apply, time-consuming to administer, inconsistent in result, and  
28 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.

1 In *Sternwest Corp. v. Ash* (1986) 183 Cal.App.3d 74, for instance, the Court of Appeal  
2 remanded for a lodestar enhancement of “two, three, four or otherwise.” (*Id.* At 76; *see also*  
3 *Wershba*, 91 Cal.App.4<sup>th</sup> at 255 [“Multipliers can range from 2 to 4 or even higher”]; *City of*  
4 *Oakland v. Oakland Raiders* (1988) 203 Cal.App.3d 78, 83 [affirming 2.34 multiplier]; *Coalition*  
5 *for Los Angeles County Planning in the Pub. Interest v. Board of Supervisors*, 76 Cal.App.3d 241,  
6 251 [affirming multiplier of approximately 2]; *see also Steinder v. Am. Broadcasting Co., Inc.*  
7 (9<sup>th</sup> Cir. 2007) 248 Fed. Appx. 780, 783 [approving a multiplier of 6.85 and citing cases with  
8 comparable or higher multipliers]; *Vizcaino v. Microsoft Corp.* (9<sup>th</sup> Cir. 2002) 290 F.3d 1043,  
9 1051 [finding no abuse of discretion in awarding a multiplier of 3.65].)

10 In *Torchia v. WW Grainger, Inc.* (E.D. Cal. 2014) 304 F.R.D. 256, 275-278, a federal  
11 magistrate in Fresno approved attorneys’ fees of \$550,000 constituting a 3.57 multiplier on class  
12 counsel’s total lodestar of \$153,856, in a wage and hour class action where class counsel  
13 expended 457.85 hours on the case, engaged in limited formal discovery, and where the case  
14 settled for \$2,750,000 within one year from filing the Complaint with 909 class members claiming  
15 \$1,305,200 and the remainder, except for the attorneys’ fees and costs, reverting to the company.

16 As set forth in the declarations of Class Counsel submitted herewith, the actual aggregated  
17 lodestar between the attorneys working on this case is \$149,100, which is summarized in the  
18 following table and the declaration of Class Counsel:

| Attorney         | Experience | Hourly Rate | Hours            | Total Lodestar |
|------------------|------------|-------------|------------------|----------------|
| Mehrdad Bokhour  | 13 years   | \$750       | 106 <sup>2</sup> | \$79,500       |
| Joshua Falakassa | 12 years   | \$725       | 96               | \$69,600       |
| Total Lodestar   |            |             |                  | \$149,100      |

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

23 The requested fee of \$243,333.33 represents a 1.63 multiplier on Class Counsel’s lodestar,

24  
25 <sup>2</sup> Includes an estimated 10 hours of additional work preparing for and attending the hearing (inclusive of finalizing  
26 and filing the motion, appearing at the hearing, addressing the Court’s questions/concerns, submitting revised  
27 documents, responding to class members who are anxious to receive their check, and so on), as well as 10 hours in  
28 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.

1 well within the range of multipliers commonly approved by California and Ninth Circuit courts  
2 to account for contingency risk and the results achieved.

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

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

12 **VI. THE REQUESTED COSTS AND SERVICE PAYMENT ARE REASONABLE**

13 **A. The Requested Costs Are Reasonable and Merit Approval**

14 Class Counsel's actual litigation costs through the final approval hearing total \$31,405.  
15 (Bokhour Decl., ¶ 23.) These costs encompass mediation, filing, expert, and process service  
16 fees, and are reasonable and uncontested. However, because the Settlement Agreement caps  
17 Class Counsel's recoverable costs at \$30,000, and because Settlement Class Members were  
18 provided notice of that \$30,000 cap, Plaintiff seeks reimbursement of costs in the amount of  
19 \$30,000 only and does not request an amount above that figure.

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

22 A named plaintiff is an essential ingredient of any class action, and a service payment  
23 is appropriate to induce individuals to step forward and assume the burdens and obligations of  
24 representing the settlement class. Courts regularly approve service payments to compensate  
25 named plaintiffs for their service to the class and the risks they incurred during the litigation.  
26 (See, e.g., *Bell v. Farmers Insurance Exchange* (2004) 115 Cal.App.4th 715, 726 [upholding  
27 "service payments" to named Plaintiff for their efforts in bringing class action]; *Rodriguez v.*  
28 *West Publishing* (9th Cir. 2009) 563 F.3d 948, 959 [stating that incentive awards are "intended

1 to compensate class representatives for work done on behalf of the class, to make up for  
2 financial or reputational risk undertaken in bringing the action, and, sometimes, to recognize  
3 their willingness to act as a private attorney general”].)

4 Under the Settlement, Defendant agreed not to oppose Plaintiff’s request for a Class  
5 Representative Service Payment in the amount of \$10,000, which Plaintiff seeks in recognition  
6 of his contributions as the Class Representative. Plaintiff came forward and undertook  
7 significant risk, including the risk of being blackballed in the industry and the risk that he could  
8 have been liable for Defendant’s costs if he lost the case. This factor is significant for a relatively  
9 low-wage earner, and the potential risk is very real. (*See Whiteway v. FedEx Kinkos Office &*  
10 *Print Svcs., Inc.* (N.D. Cal. Dec. 17, 2007) No. C 05-2320 SBA, 2007 WL 4531783, at \*3 (“the  
11 few courts to consider this ‘class representatives’ dilemma’ have not found it inequitable to  
12 assess costs upon the lead or named plaintiff in a class action.”).)

13 As further detailed in Plaintiff’s Declaration in Support of Preliminary Approval of  
14 Class Action Settlement on file with this Court, Plaintiff committed a significant number of  
15 hours to assist with the investigation, litigation, and settlement processes of this case to assist  
16 on the matter. Plaintiff also spent considerable time preparing for and assisting with the  
17 mediation and settlement process. The requested Class Representative Service Payment of  
18 \$10,000 to Plaintiff is reasonable, particularly in light of the substantial benefits Plaintiff  
19 generated for the Settlement Class Members, the risks he undertook, and in exchange for  
20 executing a general release against Defendant while giving up the right to separately pursue his  
21 individual wage and hour claims.

22 The Class Notice sent to each Settlement Class Member detailed the proposed Class  
23 Representative Service Payment. No Settlement Class Member objected to the proposed  
24 payment to Plaintiff. Thus, Plaintiff requests that the Court approve the service payments as  
25 both reasonable and appropriate.

## 26 **VII. OTHER MATTERS RE: FINAL APPROVAL**

### 27 **A. Settlement Administration Costs**

28 The parties agreed that the Settlement Administrator, ILYM, would be compensated for

services performed. The Settlement Administrator's requested fee is \$8,000.

**B. Uncashed Checks**

The Settlement Agreement provides that any uncashed checks will be unclaimed funds that shall escheat to the California State Controller's Unclaimed Property Fund.

**C. Final Report**

Defendant shall fund the Settlement within 60 days plus 5 court days after entry of judgment, and the Settlement Administrator shall issue the required payments no later than 14 calendar days after the deposit into the QSF. Participating Class Members and Aggrieved Employees will have 180 calendar days after mailing to cash their checks. Any unclaimed funds will escheat to the California State Controller's Unclaimed Property Fund. The parties therefore propose submitting a final report in the form of a declaration from the Settlement Administrator addressing completion of the settlement administration. (Settlement Agreement, ¶¶ 73, 75–76.)

**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**

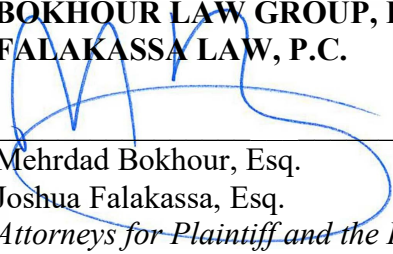
Plaintiff respectfully submits that the Settlement is fair, adequate, and reasonable and merits approval. This Motion is unopposed by Defendant. Based on the foregoing, Plaintiff requests that the Court grant this Motion and finally approve the Settlement.

Dated: August 24, 2026,

Respectfully submitted,

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

By:

  
\_\_\_\_\_  
Mehrdad Bokhour, Esq.  
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*Attorneys for Plaintiff and the Putative Class*