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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES - SPRING STREET COURTHOUSE

EDDIE LOPEZ, individually, ANTHONY GONZALEZ, individually, on behalf of all others similarly situated, the State of California, and other aggrieved persons,

Plaintiffs,

v.

BRIO WATER TECHNOLOGY, INC., a California corporation; and DOES 1 through 10, inclusive,

Defendants.

Case No.: 24STCV05176

[Assigned for All Purposes to the Honorable William F. Highberger, Dept. 10]

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

Final Approval Hearing:
Date: December 8, 2026
Time: 9:00 a.m.
Dept.: 10

Complaint filed: February 29, 2024
FAC filed: June 28, 2024
SAC filed: April 9, 2026
Trial date: None set

TO ALL INTERESTED PARTIES AND THEIR ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE that on December 8, 2026, at 9:00 a.m., or as soon thereafter as the matter may be heard in Department 10 of the above-captioned court, located at the Spring Street Courthouse, 312 North Spring Street, Los Angeles, CA 90012, Plaintiffs Eddie Lopez and Anthony Gonzalez ("Plaintiffs") will and hereby do move this Court for an Order:

1. Granting final approval of the proposed Settlement Agreement;
2. Awarding Attorneys' Fees in the amount of $136,666.67 and Attorneys' Costs in the amount of $25,000.00;
3. Awarding a Representative Enhancement Award to each Plaintiff in the amount of $10,000.00 ($20,000.00 total);
4. Awarding Settlement Administration Costs in the amount of $6,690.00 to Apex Class Action, LLC; and
5. Approving a payment of $41,000.00 for civil penalties to settle claims under the Private Attorneys General Act ("PAGA"), Lab. Code § 2698, *et seq*., allocated 75% ($30,750.00) to the California Labor and Workforce Development Agency ("LWDA") and 25% ($10,250.00) to PAGA Recipients.

This Motion is based on this Notice of Motion, Memorandum of Points and Authorities, the Declarations of Benjamin H. Haber and Missy Carey, and on all records and documents on file, together with such oral and documentary evidence that may be presented at the hearing on this matter.

Dated: November 10, 2026

WILSHIRE LAW FIRM, PLC

By: _____

Benjamin H. Haber
Daniel J. Kramer
Angela Leong
Chase M. Stern
Karen L. Wallace

Attorneys for Plaintiffs

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I. INTRODUCTION

Plaintiffs Eddie Lopez and Anthony Gonzalez ("Plaintiffs") seek final approval of this non-reversionary Settlement with a common fund ("Gross Settlement Amount") of $410,000.00. The Joint Stipulation of Class Action and PAGA Settlement and Release between Plaintiffs and Defendant Brio Water Technology, Inc. ("Defendant") (collectively "the Parties"), as amended by the Parties' Stipulation of First Amended Settlement Agreement ("Agreement"), sets forth the terms of the proposed Settlement. *See* Declaration of Karen L. Wallace In Support of Plaintiffs' Motion for Preliminary Approval, filed August 10, 2026 ("Wallace Decl.") ¶ 4, Ex. 2. The product of diligent efforts and adversarial, arm's length negotiations, the proposed Settlement is a great result for the Class. By resolving this matter now, Class Members will receive a guaranteed recovery without risk of nonpayment, delay, or an adverse judgment at trial.

The Agreement provides for the following payments from the Gross Settlement Amount ("GSA"):

1. Attorneys' Fees of $136,666.67 (one-third (1/3) of the GSA);

2. Attorneys' Costs of $25,000.00;

3. Representative Enhancement Awards of $10,000.00 to each Plaintiff ($20,000.00 total);

4. Settlement Administration Costs of $6,690.00; and

5. A PAGA Settlement Fund of $41,000.00 to settle claims under the Private Attorneys General Act ("PAGA"), Lab. Code § 2698, *et seq*., allocated 75% ($30,750.00) to the California Labor and Workforce Development Agency ("LWDA"), and 25% ($10,250.00) to PAGA Recipients based on PAGA Period Workweeks. Declaration of Missy Carey ("Carey Decl.") ¶ 17; *see also* Wallace Decl. ¶ 4, Ex. 2 at p. 23 (Agreement § B).

After all deductions are made, the remainder ("Net Settlement Amount") will be distributed pro rata as Individual Class Payments to 269 Class Members based on the number of Workweeks worked during the Class Period. Carey Decl. ¶ 14.

The highest estimated Individual Class Payment is $5,140.32, and the lowest is $15.58,

with an average estimated Individual Class Payment of $671.54. *Id*. ¶ 16. The highest estimated Individual PAGA Payment is $247.13, and the lowest is $2.94, with an average an estimated Individual PAGA Payment of $69.73. *Id*. ¶ 18.

As of the filing of this Motion, the Administrator has received one (1) request for exclusion from the Settlement and no objections or disputes. *Id*. ¶¶ 11, 12. Given the favorable response from the Class, based on the facts and law set forth below and in the Motion for Preliminary Approval, Plaintiffs respectfully request that the Court now enter an Order: 1) granting final approval of the Settlement; 2) entering final judgment; 3) requiring distribution of Individual Class Payments to Participating Class Members; and 4) approving payments for Attorneys' Fees, Attorneys' Costs, the Representative Enhancement Awards, Settlement Administrator Costs, and the PAGA Settlement Fund.

II. THE SETTLEMENT MERITS FINAL APPROVAL

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

The Settlement satisfies all these criteria.

A. A Presumption of Fairness Exists

A presumption of fairness exists where 1) the settlement is reached through arm's length bargaining, 2) investigation is sufficient to allow counsel and the court to act intelligently, 3) counsel is experienced in similar litigation, and 4) the percentage of objectors is small. *Id.* at 1802.

At preliminary approval, Plaintiffs presented evidence that this Settlement was reached through arm's length bargaining with the assistance of an experienced mediator. *See* Declaration of Conor J.D. Gomez in Support of Motion for Preliminary Approval of Class Action and PAGA

Settlement, filed April 9, 2026 ("Gomez Decl.") ¶ 7. Plaintiffs also presented evidence of a thorough investigation, including through informal discovery and an analysis of Class Members' time data and payroll records and Defendant's relevant policy documents, sufficient to allow counsel and the Court to act intelligently. *Id*. ¶¶ 8, 14-23. Class Counsel presented evidence of their extensive experience in similar complex litigation. *Id.* ¶¶ 5-7, 37-50. Finally, as of the filing of this Motion, one (1) Class Member has opted out, and none has objected. Carey Decl. ¶¶ 11, 12. Accordingly, the Settlement is entitled to a presumption of fairness.

B. The Risks of Further Litigation

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

Here, for purposes of preliminary approval, Plaintiffs presented information regarding the composition of the Class and the estimated maximum and realistic values of each of alleged claim balanced against the risks of further litigation based on the strengths of each claim in light of the defenses asserted. Gomez Decl. ¶¶ 6, 15. Maximum valuations were discounted based on factors including the likelihood of certifying a class, decertification if Plaintiffs prevailed, and prevailing on the merits at trial. *Id*. ¶¶ 17-23. Plaintiffs submit that the factual record is sufficiently developed to allow the Court to conclude "that the consideration being received for the release of the class members' claims is reasonable in light of the strengths and weaknesses of the claims and the risks of the particular litigation." *Munoz v. BCI Coca-Cola Bottling Co. of Los Angeles* (2010) 186 Cal.App.4th 399, 410.

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C. The Amount Offered in Settlement

The Settlement provides for a Gross Settlement Amount of $410,000.00, from which the Settlement Administrator will pay Attorneys' Fees and Costs, Representative Enhancement Awards, Administration Costs incurred by Apex Class Action, LLC ("Apex" or "Settlement Administrator") for its administration of the Class Notice and settlement funds, and a PAGA Settlement Fund in the amount of $41,000.00, allocated 75% to the LWDA and 25% to PAGA Recipients. Carey Decl. ¶ 15; *see also* Wallace Decl. ¶ 4, Ex. 2 at p. 23 (Agreement § B.14).

Having reviewed the Class Data produced by Defendant, the Settlement Administrator confirmed that 270 Class Members worked a total of 11,597 Workweeks. Assuming a Net Settlement Amount of $180,643.33, the estimated average Individual Class Payment for 269 Participating Class Members is $671.54 ($180,643.33 / 269). Carey Decl. ¶¶ 5, 15, 16; *see also* Wallace Decl. ¶ 4, Ex. 2 at p. 24 (Agreement § C.29). Weighing the potential value of the class claims against the risk and expense of further litigation, the Settlement provides substantial relief. *See, e.g.*, Gomez Decl. ¶ 22.

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

Class Counsel's investigation of the alleged claims, applicable law, and potential defenses was sufficient to allow Class Counsel to act reasonably and intelligently. *See* Gomez Decl. ¶ 6. Specifically, Class Counsel assessed the value of the claims using data and documents produced by Defendant in informal discovery, including policy documents and timekeeping and payroll records. *Id*. Following Class Counsel's analysis of all available information, the Parties attended mediation on August 28, 2025, with Jill R. Sperber, Esq., an experienced class action mediator. *Id.* ¶ 7. Extensive adversarial, arm's length negotiations resulted in the Settlement, memorialized in the Agreement fully executed on August 10, 2026. Wallace Decl. ¶ 4, Ex. 2 at pp. 40-44.

E. The Experience and Views of Counsel

Plaintiffs are represented by Wilshire Law Firm, PLC. Declaration of Benjamin H. Haber in Support of Motion for Final Approval of Class Action and PAGA Settlement ("Haber Decl.") ¶ 3. Class Counsel regularly prosecute wage and hour cases, including class and representative

actions, and have successfully resolved many cases involving claims like those at issue here. *Id*. ¶¶ 4-14. Based on their extensive experience in this practice area, Class Counsel believe that the Parties' proposed Settlement is fair, adequate, and reasonable. *Id*. ¶ 25.

F. The Presence of a Government Participant

The Settlement provides for $41,000.00 in civil penalties to settle PAGA claims ("PAGA Settlement Fund"), allocated 75% ($30,750.00) to the LWDA and 25% ($10,250.00) to PAGA Recipients based on the number of pay periods worked during the PAGA Period. *See* Carey Decl. ¶ 17; *see also* Wallace Decl. ¶ 4, Ex. 2 at p. 23 (Agreement § B.14). On August 11, 2026, the LWDA was provided notice of this Settlement and a copy of the Agreement. Haber Decl. ¶ 26, Ex. 4. To date, the LWDA has not responded or objected to the Settlement. *Id*. ¶ 27.

G. The Reaction of Class Members to the Proposed Settlement

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

When it granted preliminary approval in the instant matter, the Court also approved the method of providing notice to Class Members. Following a search of the National Change of Address database, Apex mailed the Class Notice to all Class Members on September 15, 2026. Carey Decl. ¶ 7. The Class Notice informed Class Members of the terms of the Settlement, the amount of their Individual Class Payments and/or Individual PAGA Payments and how those amounts were calculated, their right to either participate in, opt out of, or object to the Settlement or dispute the amount of their Individual Class and/or PAGA Payments, the procedures and deadlines to submit any such opt out, objection, or dispute, and the date, time, and place of the hearing on Plaintiffs' Motion for Final Approval and instructions to be heard at the hearing. *Id.* ¶ 7, Ex. A. To date, in response to the Class Notice, Apex has received one (1) request for exclusion and no objections or disputes from Class Members. *Id*. ¶¶ 11, 12.

Class Members' reaction to the Settlement has been overwhelmingly favorable, with one (1) opt out and no objections or Workweek disputes received to date, which further supports final approval.

III. THE REQUEST FOR ATTORNEYS' FEES IS REASONABLE

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

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

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

The percentage-of-recovery method should be used to approve the requested attorneys' fees here, as Class Counsel's requested fee award of one third (1/3) of the GSA ($136,666.67) is consistent with the average fee award in class actions. *See*, *e.g.*, *Roos v. Honeywell Int'l, Inc.* (2015) 241 Cal.App.4th 1472 (fee award of 37.5% was not an abuse of discretion), disapproved of on other grounds by *Hernandez*, 4 Cal.5th at 287; *Wren v. RGIS Inventory Specialists*, No. C-06-05778 JCS, 2011 WL 1230826, at *29 (N.D. Cal. Apr. 1, 2011) (approving fee award of 42%); *Singer v. Becton Dickinson and Co.*, No. 08-CV-821-IEG, 2010 WL 2196104, at *8 (S.D. Cal. June 1, 2010) (approving fee award of one-third and noting that the typical fees awarded in wage and hour class action cases range from 33.33% to 40%).

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

Although *Laffitte* makes clear that a lodestar cross-check is not required, Class Counsel's

lodestar supports the reasonableness of the requested fees. The lodestar is determined by multiplying the number of hours reasonably expended by the reasonable hourly rate. *PLCM Group, Inc. v. Drexler* (2000) 22 Cal.4th 1084, 1095. The lodestar may then be adjusted, based on factors specific to the case, to fix the fee at the fair market value for the legal services provided. *Id*. Such factors include "the nature of the litigation, its difficulty, the amount involved, the skill required in its handling, the skill employed, the attention given, the success or failure, and other circumstances in the case." *Melnyk v. Robledo* (1976) 64 Cal.App.3d 618, 623-624 (citations omitted). Courts can also use "multipliers" to account for the risk of taking on cases where there is no guarantee of recovery, uncertainty as to the amount that can be recovered, uncertainty as to the cost of litigating the case (both in effort and expenses), and uncertainty about how long before the recovery can be obtained. *Ketchum v. Moses* (2001) 24 Cal.4th 1122, 1132-33; *see also Serrano v. Priest* (1977) 20 Cal. 3d 25, 48-49 (approving the adjustment of the lodestar figure based on factors specific to the case to ensure fair market value for legal services provided on a contingency basis). Multipliers are particularly appropriate where the case is brought to redress important rights of vulnerable persons. *Ketchum*, 24 Cal.4th at 1133.

Generally, "[m]ultipliers can range from 2 to 4 or even higher." *Wershba*, 91 Cal.App.4th at 255; *see also Sutter Health Uninsured Pricing Cases* (2009) 171 Cal. App. 4th 495, 512 (applying a 2.52 multiplier on a cross-check in an antitrust class action); *Chavez v. Netflix, Inc.* (2008) 162 Cal. App. 4th 43, 60 (applying a 2.5 multiplier on a lodestar cross-check); *Vizcaino v. Microsoft Corp.*, 290 F.3d 1043, 1051 n.6 (9th Cir. 2002) ("most" common fund cases apply a multiplier of 1.0-4.0); *Laffitte v. Robert Half Int'l Inc*. (2014) 180 Cal. Rptr. 3d 136, *aff'd*, *Laffitte*, 1 Cal. 5th at 506 (affirming a 2.13 multiplier after finding that "[m]ultipliers can range from 2 to 4 or even higher.") (citation omitted).

The total hours Class Counsel expended on this action were reasonable and in line with comparable cases. Haber Decl. ¶ 20. While the lodestar cross-check is not required, Plaintiff notes that Class Counsel spent approximately 179.6 hours litigating the Action. *Id*. ¶ 21. Multiplying the total hours Class Counsel expended by their reasonable hourly rates yields a

lodestar of $152,210.00. *Id*. This amount, which does not include the time Class Counsel will spend at the Final Approval Hearing and assisting the Settlement Administrator following final approval, surpasses the requested fee award of $136,666.67, resulting in a negative multiplier. *Id*. ¶ 22. Class Counsel dedicated significant resources to this case and divided the tasks required among the attorneys according to skill level. The attorneys' hours were not duplicative and instead reflect not only the investigation and analysis that were required to achieve this Settlement, but also the efficient use of resources by experienced litigators. *Id*. Moreover, Class Counsel assumed the risk and cost of litigation purely on a contingency basis, and the resources expended on the Action could have been allocated to other potentially lucrative cases, and, while Plaintiffs are confident in the merits of their claims, a legitimate controversy exists as to each cause of action, posing an actual risk, for example, that Plaintiffs may not certify a class and/or prevail at trial. *Id*. ¶ 23. Any of these potential obstacles could have prevented recovery completely, meaning Class Counsel would have been left with no compensation for the resources invested in this case. Despite these risks, Class Counsel took this case on a contingency basis to ensure that Class Members (a particularly vulnerable group of hourly paid workers) received compensation for their unpaid wages. As a result, Class Counsel were not able to focus on, or accept, other cases that could have resulted in greater, and less risky, monetary gain. *Id*.

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

Class Counsel's hourly rates are reasonable and well within the range of rates charged within the relevant legal marketplace. Haber Decl. ¶¶ 15-18, Exs. 1, 2. Specifically, Class Counsel's hourly rates are comparable to those charged by other class action plaintiffs' counsel and the firms defending class actions. *Id*. ¶ 19. For example, Class Counsel's rates are well within the range of hourly rates reasonable in the Los Angeles legal marketplace for similar services achieving similar results. In *Bronshteyn v. State of California*, Los Angeles County Superior Ct. No. 19SMCV00057, Order Granting Plaintiff's Motion for Statutory Attorneys' Fees and Costs filed March 30, 2023, an employment action brought by two law firms (Levy, Vinick, Burrell &

Hyams LLP and Law Offices of Wendy Musell), the court found that counsel's 2022 hourly rates of $1,100 and $1,000 per hour were reasonable for the plaintiff's five senior attorneys, including $1,000 per hour for the plaintiff's 23-year lead counsel and $850 per hour for a senior associate. These rates were then augmented by a 1.75 lodestar multiplier and affirmed by the California Court of Appeals. *Id*. The rates (and multiplier) requested here are well in line with those found reasonable in *Bronshteyn*. In *Tran v. Golden State FC LLC*, *et al*. (LASC Case No. BC699931), Fee Order filed 4/8/2022, the court found hourly rates of $1,300 per hour reasonable for plaintiff's lead attorney and $1,000 per hour reasonable for a 14-year attorney. The negative multiplier here is even more compelling given Class Counsel represents approximately 269 Class Members. Haber Decl. ¶ 22.

In light of the foregoing, considered against the risks of continued litigation and the importance of advocating for employment rights and a speedy recovery, the relief the Settlement provides represents a fair and reasonable result for Class Members and PAGA Recipients, and Class Counsel respectfully request that the Court approve their $136,666.67 fee request.

IV. THE REQUEST FOR LITIGATION EXPENSES IS REASONABLE

The Settlement permits Class Counsel to seek reimbursement of litigation costs up to $25,000.00. Class Counsel incurred actual costs of $26,997.79 and respectfully requests the agreed-upon $25,000.00. Haber Decl. ¶ 24, Ex. 3. These costs were reasonable and necessary to prosecute this case and obtain the results achieved. *Id*.

V. THE REQUEST FOR REPRESENTATIVE ENHANCEMENT AWARDS IS REASONABLE AND SHOULD BE APPROVED

Plaintiffs also request that they each be awarded a Representative Enhancement Award of $10,000.00 ($20,000.00 total) for their roles in obtaining the Settlement. In evaluating a service award, the Court may consider: "(1) the risk, both financial and otherwise, the class representative faced in bringing the suit; (2) the notoriety and personal difficulties encountered by the class representative; (3) the amount of time and effort spent by the class representative; (4) the duration of the litigation; and (5) the personal benefit received by the class representative as a result of the litigation." *Golba v. Dick's Sporting Goods, Inc.* (2015) 238 Cal.App.4th 1251,

1272; *Clark v. American Residential Services, LLC* (2009) 175 Cal.App.4th 785, 804.

Here, Plaintiffs provided declarations in support of Plaintiffs' Motion for Preliminary Approval detailing the financial and reputational risks they faced in bringing the suit, the amount of time and effort they spent on this litigation, the duration of the litigation, and the personal benefit they will receive as a result. *See generally* Declarations of Eddie Lopez and Anthony Gonzalez in support of Plaintiffs' Motion for Preliminary Approval of Class Action Settlement filed on April 9, 2026. Plaintiffs deserve adequate compensation for their roles in obtaining this Settlement on behalf of absent Class Members, especially since no Class Member objected to the awards requested. Plaintiff Lopez in particular spent approximately 150 hours on the litigation, including with respect to Defendant's motion to compel arbitration and appeal from the denial of said motion. *See* Declaration of Eddie Lopez in support of Plaintiffs' Motion for Final Approval ¶¶ 8-14. The awards are reasonable given the substantial benefits conferred upon the Settlement Class through Plaintiffs' efforts.

VI. THE REQUEST FOR SETTLEMENT ADMINISTRATION COSTS IS REASONABLE AND SHOULD BE APPROVED

The Parties agreed to hire Apex as the Settlement Administrator in this case, which choice the Court preliminarily approved. The Settlement Administrator was responsible for (a) printing and mailing the Court Approved Notice of Class Action Settlement and Hearing Date for Final Court Approval, in English and Spanish (referred to as "Class Notice"); (b) receiving and processing Requests for Exclusion; (c) resolving disputes among Settlement Class Members regarding the number of workweeks recorded by Defendant during the Class Period, as stated on their individualized Class Notice; (d) calculating individual settlement award amounts; (e) processing and mailing settlement award checks; (f) handling tax withholdings as required by the Settlement and the law; (g) preparing, issuing and filing tax returns and other applicable tax forms; (h) managing the distribution of any unclaimed funds pursuant to the terms of the Settlement; and (i) undertaking additional tasks as mutually agreed upon by the Parties or as ordered by the Court for Apex to perform. Carey Decl. ¶ 3. The $6,690.00 requested for services rendered and to be rendered is therefore fair and reasonable.

VII. CONCLUSION

Based on the foregoing, Class Counsel respectfully request that the Court grant final approval of the Class Action and PAGA Settlement, approve Class Counsel's attorneys' fees in the amount of $136,666.67 and reimbursement of litigation costs in the amount of $25,000.00, approve the Representative Enhancement Awards in the amount of $20,000.00 ($10,000.00 to each Plaintiff), PAGA civil penalties in the amount of $41,000.00, and Settlement Administration Costs in the amount of $6,690.00.

Dated: November 10, 2026

WILSHIRE LAW FIRM, PLC

By: _____

Benjamin H. Haber
Daniel J. Kramer
Angela Leong
Chase M. Stern
Karen L. Wallace

Attorneys for Plaintiffs