John G. Yslas (SBN 187324)
john.yslas@wilshirelawfirm.com
Eugene Zinovyev (SBN 267245)
eugene.zinovyev@wilshirelawfirm.com
John Brown (SBN 233605)
john.brown@wilshirelawfirm.com
Courtney M. Miller (SBN 327850)
courtney.miller@wilshirelawfirm.com
Lisa B. Iturriaga (SBN 339678)
lisa.iturriaga@wilshirelawfirm.com
Gabriella Solé (SBN 346164)
gabriella.sole@wilshirelawfirm.com
WILSHIRE LAW FIRM, PLC
660 S. Figueroa Street, Sky Lobby
Los Angeles, California 90017
Telephone: (213) 381-9988
Facsimile: (213) 381-9989

Attorneys for Plaintiffs

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SACRAMENTO

AARON ALVAREZ and MICHAEL ARMOUR, individually, and on behalf of all others similarly situated, Plaintiffs, v. AMAROK LLC, a Delaware limited liability company; and DOES 1 through 10, inclusive, Defendants.	Case No.: 24CV008395 (Lead Case) Case No.: 24CV013383 *Assigned for all purposes to:* *Hon. Jill H. Talley* *Dept. 23* **PLAINTIFFS' MOTION FOR FINAL APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT; MEMORANDUM OF POINTS AND AUTHORITIES** Final Approval Hearing: Date: October 17, 2025 Time: 9:00 a.m. Dept.: 23 Action Filed: April 30, 2024

TO ALL INTERESTED PARTIES AND THEIR ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE that on October 17, 2025, at 9:00 a.m., or as soon thereafter as the matter may be heard in Department 23 of the Superior Court of California, County of San Diego, Gordon D. Schaber Sacramento County Courthouse located at 720 Ninth Street, Sacramento, California 95814, Plaintiffs Aaron Alvarez and Michael Armour (collectively "Plaintiffs") will and hereby do move this Court for an Order:

1. Granting final approval of the proposed Class Action and PAGA Settlement Agreement with a non-reversionary Gross Settlement Amount of $110,083.28;
2. Awarding Class Counsel attorneys' fees in the amount of $36,694.43 and reimbursement of litigation costs in the amount of $13,309.42;
3. Awarding Plaintiff Aaron Alvarez an incentive award in the amount of $5,000.00 and Plaintiff Michael Armour an incentive award in the amount of $5,000.00;
4. Awarding $3,500.00 to Apex Class Action, LLC ("Apex") for its settlement administration expenses; and
5. Approving allocation of $10,000.00 as civil penalties under the Private Attorneys General Act of 2004 ("PAGA"), 75% of which ($7,500.00) will be paid to the California Labor and Workforce Development Agency, and 25% of which ($2,500.00) will be distributed to Aggrieved Employees based on the number of pay periods worked during the PAGA Period.

This Motion is based on this Notice of Motion, Memorandum of Points and Authorities, the Declaration of John G. Yslas, the Declaration of Karla Nava, the Declaration of Aaron Alvarez, the Declaration of Michael Armour, 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: September 24, 2025 **WILSHIRE LAW FIRM, PLC**

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

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MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

Plaintiffs Aaron Alvarez and Michael Armour (collectively "Plaintiffs") seek final approval of a non-reversionary Gross Settlement Amount of $110,083.28. The Class Action and PAGA Settlement Agreement ("Settlement") provides that the deductions will be made from the Gross Settlement Amount:

1. Attorneys' fees in the amount of up to $36,694.43 (1/3 of the Gross Settlement Amount);

2. Litigation costs in the amount of up to $13,309.42;

3. An incentive award for Plaintiff Aaron Alvarez up to $5,000.00 and an incentive award for Plaintiff Michael Armour up to $5,000.00.

4. Settlement administration expenses of up to $3,500.00; and

5. Civil penalties in the amount of $10,000.00 for claims under the Private Attorneys General Act of 2004 ("PAGA"), 75% of which ($7,500.00) will be paid to the California Labor and Workforce Development Agency ("LWDA), and 25% of which ($2,500.00) will be distributed to Aggrieved Employees based on the number of pay periods worked during the PAGA Period. *See* Settlement §§ (I)(dd), (IV)(4.06)(f)(iii); *see also* Declaration of Karla Nava ("Nava Decl."), at ¶ 17.

After all deductions are made, the Net Settlement Amount will be distributed to 48 Class Members as of the filing of this Motion for Final Approval of Class Action and PAGA Settlement (the "Motion") ("Participating Class Members" or "Settlement Class Member") based on the number of weeks they worked during the Class Period. *See* Settlement §§ (I)(dd), (IV)(4.06)(g)(iii); *see also* Nava Decl. at ¶¶ 14-15.

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

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There are no objections to the Settlement and no requests for exclusion. Nava Decl. at ¶¶ 11-12. The Participating Class Members will receive an average settlement payment of $762.07, with the highest payout reaching $2,536.85. Nava Decl. at ¶ 16. Aggrieved Employees will receive an average settlement payment of $75.76, with the highest payout reaching $122.46. *Id*. at ¶ 18. Plaintiff Aaron Alvarez's estimated individual class payment is $1,805.07 and his estimated individual PAGA payment is $36.97. *Id*. at ¶ 19. Plaintiff Michael Armour's estimated individual class payment is $761.06 and his estimated individual PAGA payment is $20.79. *Id*. In light of the Class's favorable response, and the facts and law set forth below as well as in the motion for preliminary approval, Plaintiffs respectfully request that the Court now enter an Order: (1) granting final approval of the Settlement; (2) entering final judgment; (3) requiring distribution of individual settlement shares to Participating Class Members; and (4) approving payments for attorneys' fees, litigation costs, incentive awards, settlement administration costs, and civil penalties under PAGA.

II. THE SETTLEMENT MERITS FINAL APPROVAL

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

A. A Presumption of Fairness Exists

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

At preliminary approval, Plaintiffs presented evidence that this Settlement is entitled to a presumption of fairness because: (1) it was reached through arm's length bargaining with the assistance of an experienced mediator; (2) Plaintiffs conducted a thorough investigation through informal discovery and an analysis of Class Members' time and payroll records; and (3) Plaintiffs' Counsel is experienced in similar litigation. *See* Declaration of John G. Yslas in Support of Motion for Preliminary Approval of Class Action and PAGA Settlement filed April 24, 2025 ("Yslas MPA Decl.") at ¶¶ 5-10, 21-33. None of the Class Members have opted out and none have objected. *See* Nava Decl. at ¶¶ 11-12. Therefore, the Court can confidently conclude that a presumption of fairness exists.

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

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

Here, Plaintiffs presented sufficient information at preliminary approval regarding the number of class members and an estimate of the maximum value of each of the claims alleged. *See* Yslas MPA Decl. at ¶¶ 9-20. Plaintiffs have also described in detail the risks the Class faced in litigation and the strengths and weaknesses of each of the claims. *See id.* Plaintiffs noted potential difficulties in obtaining class certification and succeeding on the merits at trial. *See id*. The factual record here is sufficiently developed to allow the Court to independently satisfy itself "that the consideration being received for the release of the class members' claims is reasonable in light of the strengths and weaknesses of the claims and the risks of the particular litigation." *Munoz v. BCI Coca-Cola Bottling Co. of Los Angeles*, 186 Cal.App.4th 399, 410 (2010).

C. The Amount Offered in Settlement

The Settlement provides a $110,083.28 Gross Settlement Amount ("GSA") to be distributed among the 48 Class Members who did not opt out as of the date of this filing. Nava Decl. at ¶¶ 14-15. The escalator was triggered and increased the GSA from $100,000.00 to $110,083.28. *See* Settlement § (IV)(4.06)(a); *see also* Nava Decl. at ¶ 15. The Gross Settlement Amount will be used to pay Class Counsel's attorneys' fees and costs, Plaintiffs' incentive awards, and Apex Class Action, LLC ("Apex") for its administration of the Class Notice and settlement funds. *Id*. at ¶ 15. The Settlement also allocates $10,000.00 from the Gross Settlement Amount to civil penalties under PAGA. *See* Settlement § (I)(dd); *see also* Nava Decl. at ¶ 17. After all deductions are made, the Net Settlement Amount will be $36,579.43, which will be distributed to Participating Class Members according to the number of weeks they worked for Defendant during the Class Period. *See* Settlement § (IV)(4.06)(g)(iii); *see also* Nava Decl. at ¶ 15.

The Settlement Administrator has calculated a total of 3,749 workweeks in the Class Period. Nava Decl. at ¶ 15. As a result, the average recovery for Participating Class Members is estimated to be $762.07, and the highest payout is estimated to be $2,536.85. *Id*. at ¶ 16. Weighing the potential value of the class claims against the risk and expense of trial, the Settlement provides sufficient relief in light of the potential risks associated with seeking a class judgment.

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

Class Counsel sufficiently investigated the alleged claims, applicable law, and potential defenses. *See* Yslas MPA Decl. at ¶ 9. Specifically, Class Counsel assessed the value of the claims using data and documents provided by Defendant in informal discovery. *See id*. Following a complete analysis of this information, the Parties attended mediation on November

25, 2024, with an experienced mediator. *Id*. at ¶ 5. The Parties negotiated the terms of the Settlement over the next several months and finalized the Settlement on April 18, 2025. *Id*. at ¶ 6.

E. The Experience and Views of Counsel

Plaintiffs are represented by Wilshire Law Firm, PLC. Declaration of John G. Yslas in Support of Motion for Final Approval of Class Action and PAGA Settlement ("Yslas MFA Decl.") at ¶ 3. Class Counsel prosecutes wage and hour cases, including class and representative actions. *Id*. at ¶¶ 4-5. Class Counsel has litigated many wage-and-hour cases and has successfully resolved cases involving similar issues presented in this matter. *Id*. at ¶¶ 4-16. Class Counsel has negotiated a settlement here that they believe is fair, reasonable, and adequate based on their prior experience litigating these types of cases. *Id*. at ¶ 22.

F. The Presence of a Government Participant

The LWDA has received the required notice of this Settlement. Yslas MPA Decl. at ¶ 8. On April 24, 2024, Plaintiffs provided notice to the LWDA of their intention to file a PAGA claim. Yslas MPA Decl. at ¶ 4. The Settlement provides for the payment of $10,000.00 in civil penalties, 75% of which ($7,500.00) will be paid to the LWDA, and 25% of which ($2,500.00) will be paid to Aggrieved Employees based on the number of pay periods worked during the PAGA Period. *See* Settlement §§ (I)(dd), (IV)(4.06)(f)(iii); *see also* Declaration of Karla Nava ("Nava Decl."), at ¶ 17. Plaintiffs submitted a copy of the Class Action and PAGA Settlement Agreement to the LWDA. Yslas MPA Decl. at ¶ 8, Exhibit 2. To date, the LWDA has not responded to or objected to the Settlement. Yslas MFA Decl. at ¶ 23.

G. The Reaction of Class Members to the Proposed Settlement

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

When the Court granted preliminary approval, it also approved the method of providing notice to Class Members. Following a search of the National Change of Address database, Apex mailed the Class Notice to all Class Members on July 3, 2025. Nava Decl. at ¶¶ 6-7. The Class

Notice informed Class Members of the terms of the Settlement, the amount of their individual settlements and how those amounts were calculated, their right to either participate in the Settlement, opt out of it, object to it, or dispute their workweeks, the procedures and deadlines to submit an opt out, objection, or dispute, and the date, time, and place of the hearing on Plaintiffs' Motion for Final Approval and instructions to be heard at the hearing. *Id.* at ¶ 7, Exhibit A. Here, in response to the Class Notice, no Class Members opted out of the Settlement, and none objected to the Settlement as of the date of the filing of this Motion. *Id*. at ¶¶ 11-12. Class Members' favorable response to the Settlement further supports final approval.

III. THE REQUESTED FEE AWARD IS REASONABLE AND SHOULD BE APPROVED

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

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

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

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

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

Although *Laffitte* makes clear that a lodestar cross-check is not required, Class Counsel's lodestar supports the reasonableness of the requested fee. The lodestar is determined by multiplying the number of hours reasonably expended by the reasonable hourly rate. *PLCM Group, Inc. v. Drexler*, 22 Cal.4th 1084, 1095 (2000). The lodestar figure may then be adjusted, based on consideration of factors specific to the case, in order to fix the fee at the fair market value for the legal services provided." *Id*. The factors that can be considered include "the nature of the litigation, its difficulty, the amount involved, the skill required in its handling, the skill employed, the attention given, the success or failure, and other circumstances in the case." *Melnyk v. Robledo*, 64 Cal.App.3d 618, 623-624 (1976) (citations omitted).

Class Counsel's hourly rates have been approved by other courts in California. Yslas MFA Decl. at ¶ 17. Class Counsel's hourly rates are comparable to those charged by other class action counsel. *Id*. The total hours expended on this action were reasonable and in line with comparable cases. *Id.* Class Counsel spent 145.4 hours in prosecuting this action, which were divided among the attorneys working on this case according to skill level. *Id.* at ¶¶ 19-20.

Multiplying the total hours expended by Class Counsel by their reasonable hourly rates yields a lodestar of $114,705.00. Yslas MFA Decl. at ¶ 19. This amount surpasses the requested fee award of $36,694.43, resulting in a negative multiplier. *Id.* at ¶ 20. Accordingly, Class Counsel respectfully requests the Court approve their $36,694.43 fee request.

IV. THE REQUESTED COST AWARD IS REASONABLE AND SHOULD BE APPROVED

The Settlement permits Class Counsel to seek reimbursement of litigation costs in an amount up to $15,000.00. The actual costs incurred are $13,309.42, therefore Class Counsel is seeking reimbursement of $13,309.42. Yslas MFA Decl. at ¶ 21, Exhibit 1. Since Class Counsel's costs do not exceed the maximum of $15,000.00, the remaining $1,690.58 will revert to the Net Settlement Amount. *Id*. Class Counsel's costs were reasonable and necessary to prosecute this case and obtain the results achieved. *Id*.

V. THE REQUESTED INCENTIVE AWARDS ARE REASONABLE AND SHOULD BE APPROVED

Plaintiffs also request that they each be awarded an incentive award of $5,000.00 for their role in obtaining the Settlement. In evaluating an incentive 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.*, 238 Cal.App.4th 1251, 1272 (2015); *Clark v. American Residential Services, LLC*, 175 Cal.App.4th 785, 804 (2009).

Here, Plaintiffs provided declarations in support of Plaintiffs' Motion for Preliminary Approval of Class Action and PAGA Settlement and declarations in support of Plaintiffs' Motion for Final Approval of Class Action and PAGA Settlement detailing the risk they faced in bringing the suit, the notoriety and personal difficulties they encountered, the amount of time and effort they spent on this litigation, the duration of this litigation, and the personal benefit they will receive as a result of the litigation. *See generally* Declaration of Aaron Alvarez in Support of Motion for Preliminary Approval of Class Action and PAGA Settlement and Declaration of Michael Armour in Support of Motion for Preliminary Approval of Class Action and PAGA Settlement, both filed on April 24, 2025; and Declaration of Aaron Alvarez in Support of Motion for Final Approval of Class Action and PAGA Settlement and Declaration of Michael Armour in Support of Motion for Final Approval of Class Action and PAGA Settlement, both filed concurrently herewith. Plaintiffs should be adequately compensated for their role in obtaining in this Settlement.

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

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

The Parties agreed to hire Apex as the Settlement Administrator in this case and the Court approved this choice at preliminary approval. The Settlement Administrator was responsible for printing and mailing the Class Notice to Class Members; receiving and processing requests for exclusion; resolving disputes regarding the number of workweeks recorded by Defendant during the Class Period; calculating individual settlement amounts; processing and mailing settlement checks; handling tax withholdings; preparing, issuing, and filing tax returns and other applicable tax forms; managing the distribution of any unclaimed funds pursuant to the terms of the Settlement; and undertaking additional tasks as requested or ordered. *See* Nava Decl. at ¶ 3. Following final approval, Apex's duties will continue in order to calculate and to mail the settlement payments to Class Members, disburse other payments as ordered by the Court, and perform such other duties described in the Settlement. *Id*. The requested amount of $3,500.00 for services rendered and to be rendered is therefore fair and reasonable.

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VII. CONCLUSION

Based on the foregoing, Class Counsel respectfully requests that the Court grant final approval of the Class Action and PAGA Settlement, approve Class Counsel attorneys' fees in the amount of $36,694.43 and reimbursement of litigation costs in the amount of $13,309.42, the incentive awards in the amount of $5,000.00 for each of the Plaintiffs, civil penalties under PAGA in the amount of $10,000.00, and $3,500.00 to Apex for its settlement administration expenses.

Dated: September 24, 2025

WILSHIRE LAW FIRM, PLC

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