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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF RIVERSIDE

MICHAEL GADIANE, on behalf of himself and all others similarly situated;

Plaintiff,

v.

SEROGE L.T., INC., a California Corporation; and DOES 1-50, inclusive,

Defendants.

CASE NO.: CVRI2402777

Assigned to the Hon. Harold W. Hopp

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

HEARING INFO

Date: October 30, 2026
Time: 8:30 a.m.
Dept.: 1

TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE that on October 30, 2026, at 8:30 a.m., or as soon thereafter as the matter may be heard, in Department 1 of the Riverside County Superior Court, located at 4050 Main Street, Riverside, California 92501, before the Honorable Harold W. Hopp, Plaintiff Michael Gadiane ("Plaintiff"), individually and on behalf of all others similarly situated, will and hereby does move the Court, pursuant to Code of Civil Procedure section 382, for entry of an Order granting final approval of the parties' Class Action and PAGA Settlement Agreement (the "Settlement Agreement" or "Settlement").

The Court preliminarily approved the Settlement on or about May 26, 2026.

This Motion, which is supported and unopposed by Defendant Seroge L.T., Inc. ("Defendant"), seeks final approval of a $505,000 Settlement on behalf of the Settlement Class Members and entry of judgment.

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

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

2. Finally appointing Plaintiff Michael Gadiane as the Class Representative for purposes of settlement;

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

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

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

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

7. Retaining jurisdiction to enforce the Settlement Agreement.

8. Setting a Settlement Compliance Hearing and directing Class Counsel, at least 15 days before the hearing, to file a declaration from the Settlement Administrator addressing the status of settlement administration and distribution, including the amounts distributed, the number and value of checks cashed and remaining uncashed, 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 Connor Tevenan of Phoenix Settlement Administrators, filed concurrently herewith; the previously filed Declaration of Plaintiff Michael Gadiane in Support of Plaintiff's Motion for Preliminary Approval of Class Action Settlement; the records and files in this Action; and any further evidence or argument that the Court may receive at or before the hearing.

Respectfully submitted,

Dated: October 5, 2026,

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

By: _____

Mehrdad Bokhour, Esq.
Joshua Falakassa, Esq.
Attorneys for Plaintiff and the Settlement Class

TABLE OF CONTENTS

I. INTRODUCTION 1

II. PERTINENT BACKGROUND AND SETTLEMENT TERMS 1

III. THE NOTICE PROCESS 4

A. Notice to the Settlement Class Members 4

B. There Are No Written Objections or Requests for Exclusion 5

IV. EVALUATION OF THE SETTLEMENT 5

A. The Settlement Was Reached Through Informed Arms-Length Negotiation 5

B. Plaintiff's Investigation Was More Than Sufficient 6

C. Class Counsel Are Experienced in Similar Litigation and Endorse the Settlement 6

D. Reasonable Estimate of the Nature and Amount of Recovery 7

V. THE REQUESTED ATTORNEYS' FEES ARE FAIR, REASONABLE, AND SHOULD BE AWARDED 7

A. Plaintiff is Entitled to Recover Reasonable Attorneys' Fees Under the Labor Code 8

B. Class Counsel's Request for Fees Is Reasonable and Properly Calculated as a Percentage of the Common Fund 8

1. The Attorneys' Fees Requested Here Fall Within the Reasonable Range Awarded in Similar Cases Under the Well-established Common Fund Method 9

2. The High Quality of Work and Excellent Results Obtained Support the Award 9

3. Settlement Class Members Had Sufficient Notice of the Requested Fees 10

4. The Contingent Nature of Class Counsel's Representation of Plaintiff and the Settlement Class Further Supports the Fee Award at 1/3 of the Common Fund 10

5. A Lodestar Cross-Check Confirms the Reasonableness of the Fee Award 11

VI. THE REQUESTED COSTS AND SERVICE PAYMENT ARE REASONABLE 13

A. The Requested Costs Are Reasonable and Merit Approval 13

B. The Requested Class Representative Service Payment is Reasonable and Merits Approval 13

VII. OTHER MATTERS RE: FINAL APPROVAL 14

A. Settlement Administration Costs 14
B. Uncashed Checks 14
C. Final Report 14
D. Submission to the LWDA 15
VIII. CONCLUSION 15

TABLE OF AUTHORITIES

CASES

American Bank Note Holographics, Inc. (SDNY 2001) 127 F.Supp.2d 418 5
Bell v. Farmers Insurance Exchange (2004) 115 Cal.App.4th 715..... 13
Chavez v. Netflix, Inc. (2008) 162 Cal.App.4th 43 7
City of Oakland v. Oakland Raiders (1988) 203 Cal.App.3d 78..... 12
Coalition for Los Angeles County Planning in the Pub. Interest v. Board of Supervisors, 76 Cal.App.3d 241 12
Dunk v. Ford Motor Co. (1996) 48 Cal.App.4th 1794 ..... 4, 5
Eleven Owners for Fair Franchising v. Southland Corp. (2000) 85 Cal.App.4th 1135 6
Heritage Bond Litigation (C.D. Cal., June 10, 2005, No. 02-ML-1475 DT) 2005 WL 1594403, at *21..... 11
Kullar v. Foot Locker Retail, Inc. (2008) 168 Cal.App.4th 116..... 7
Laffitte v. Robert Half International, Inc. (2016) 1 Cal.5th 480..... 7, 9
Lealao v. Beneficial Cal., Inc. (2000) 82 Cal.App. 4th 19 11
Litwin v. iRenew Bio Energy Solutions, LLC (2014) 226 Cal.App.4th 877 10
Mandujano v. Basic Vegetable Prods., Inc. (9th Cir. 1976) 541 F.2d 672, 677..... 5
PLCM Group, Inc. v. Drexler (2000) 22 Cal.4th 1084..... 11
Press v. Lucky Stores, Inc. (1983) 34 Cal.3d 311 11
Rodriguez v. West Publishing (9th Cir. 2009) 563 F.3d 948 13
Steiner v. Am. Broadcasting Co., Inc. (9th Cir. 2007) 248 Fed. Appx. 780..... 12
Sternwest Corp v. Ash (1986) 183 Cal.App.3d 74..... 12
Vizcaino v. Microsoft Corp (9th Cir. 2002) 290 F.3d 1043..... 11, 12
Wershba v. Apple Computer, Inc. (2001) 91 Cal.App.4th 224..... 12
Whiteway v. FedEx Kinko's Office & Print Svcs., Inc. (N.D. Cal. Dec. 17, 2007) No. C 05-2320 SBA, 2007 WL 4531783, at *3..... 14

STATUTES

California Code of Civil Procedure 1021.5 8

California Labor Code 218.5 8
Labor Code 226(e) 8
Lab. Code, § 2699, subd. (i) 3
Lab. Code, §§ 2698–2699.5 1
Labor Code § 2699(g)(1) 8
Labor Code § 2699(l)(2) 15
Labor Code § 1194 8
Labor Code §2699(e)(2) 3
Labor Code § 2699(l)(2) 4

RULES

California Rules of Court Rule 3.769(b) 6
California Rules of Court, rules 3.766 (d) and 3.769 (f) 4
California Rules of Court, rules 3.769 (f) 4
Rule 3.769 of the California Rules 10

MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

This motion seeks final approval of a wage-and-hour class action settlement between Plaintiff Michael Gadiane ("Plaintiff") and Defendant Seroge L.T., Inc. ("Defendant") (collectively, the "Parties") in the amount of $505,000 (the "Gross Settlement Amount") to be distributed to 201 individuals who are or were employed by Defendant as non-exempt hourly employees in California from May 13, 2020, through March 19, 2026 (the "Class Members" or the "Class").

Plaintiff also represents a group of PAGA Employees on behalf of the State of California as private attorneys general pursuant to the California Labor Code Private Attorneys General Act of 2004 ("PAGA"). (Lab. Code, §§ 2698–2699.5.) The PAGA Employees include any non-exempt hourly employee who works or worked for Defendant in California at any time from January 31, 2023, through March 19, 2026.

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

On or about May 26, 2026, the Court granted preliminary approval of the Settlement Agreement. Pursuant to that order, on July 24, 2026, Phoenix Settlement Administrators (the "Settlement Administrator" or "Phoenix") mailed the Court-approved Notice of Proposed Class Action Settlement (the "Class Notice") to all Settlement Class Members. (See Declaration of Connor Tevenan of Phoenix, in Support of Motion for Final Approval of Class Action Settlement ("Tevenan Decl."), at ¶¶ 3-15.)

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

II. PERTINENT BACKGROUND AND SETTLEMENT TERMS

Plaintiff and the Settlement Class Members include all current and former non-exempt, hourly employees of Defendant who worked in California at any time between May 13, 2020, through March 19, 2026. (Declaration of Mehrdad Bokhour in Support of Motion for Final

Approval of Class Action Settlement; ¶ 26 ("Bokhour Decl.")).

The escalator clause in Section 8 was initially triggered. Per the Settlement, Defendant elected to shorten the Class Period to March 19, 2026, rather than increase the Gross Settlement Amount. The resulting 18,693 Class Period Workweeks fall below the contractual threshold of 18,760 Workweeks, and the Gross Settlement Amount remains $505,000. (Tevenan Decl., ¶¶ 12–13.)

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, (5) failed to reimburse business expenses, and (6) claims for civil penalties under the PAGA arising from the alleged Labor Code violations. (*Id*.)

The Settlement Class includes 201 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 reflecting how the funds are allocated under the Settlement Agreement (Declaration of Connor Tevenan Regarding Notice and Settlement Administration ("Tevenan Decl."), ¶ 14):

	Total Amount
Settlement Amount	$505,000
Attorneys' Fees (1/3)	$168,333.33
Litigation Costs	$17,161.05
Settlement Administrator Costs	$7,000
PAGA payment to LWDA	$37,500
PAGA payment to PAGA Employees	$12,500
Class Representative Service Payment	$7,500
Net Settlement Amount	$255,005.62

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 actually distributed to Participating Class Members will equal 100% of the Net Settlement Amount.

Assuming the Court approves the requested deductions, the estimated average Individual

Class Payment is **$1,268.68** and the estimated highest Individual Class Payment is **$6,234.29**, before applicable employee payroll taxes and withholdings and excluding any Individual PAGA Payment. (Tevenan Decl., ¶ 15.)

Twenty percent (20%) of each Individual Class Payment will be allocated to wages, subject to applicable tax withholding and reported on IRS Form W-2. Eighty percent (80%) will be allocated to interest and statutory penalties, not subject to wage withholding and reported on IRS Form 1099. Defendant must fully fund the Gross Settlement Amount, together with its share of employer-side payroll taxes, no later than 30 calendar days after the Effective Date. The Administrator will disburse all Court-approved payments within 10 calendar days after funding, and payments to Class Counsel and Plaintiff will not precede the Individual Class Payments and Individual PAGA Payments. (Settlement Agreement, §§ 3.2.4.1, 4.3–4.4.)

The Settlement allocates $50,000 to resolve the PAGA claims, with 75% ($37,500) payable to the LWDA and 25% ($12,500) distributed to the PAGA Employees as Individual PAGA Payments pursuant to the allocation formula in the Settlement Agreement. (Lab. Code, § 2699, subd. (i).) The Parties reached this allocation following extensive investigation, review of payroll and timekeeping data, evaluation of potential exposure, and arm's-length negotiations before an experienced mediator.

Phoenix identifies 114 PAGA Members who worked 4,907 PAGA Pay Periods. Their estimated average Individual PAGA Payment is $109.65, with the highest payment of $336.25 and lowest payment of $2.55. Individual PAGA Payments are allocated entirely to penalties and reported on IRS Form 1099. (Tevenan Decl., ¶ 16.)

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

Additionally, the Settlement provides meaningful direct relief to the affected employees

while preserving its non-reversionary nature. Accordingly, the requested PAGA allocation is fair, adequate, and reasonable under Labor Code section 2699(l)(2).

The absence of written objections and requests for exclusion supports approval of the Settlement, which resulted from arm's-length negotiations. Plaintiff therefore respectfully requests that the Court grant final approval and enter judgment. (See *Dunk v. Ford Motor Co*. (1996) 48 Cal.App.4th 1794, 1800–1802.)

III. THE NOTICE PROCESS

A. Notice to the Settlement Class Members

Pursuant to the Court's Preliminary Approval Order and the Settlement Agreement, the parties directed the Settlement Administrator to review and update the Settlement Class Members' addresses, mail the Court-approved Class Notice to the Settlement Class Members, and process their responses. (Tevenan Decl. ¶¶ 3-7.) Before mailing the Class Notice, the Settlement Administrator performed a National Change of Address search on all Settlement Class Members to determine if any had moved. (Tevenan Decl. ¶ 4.)

Of the 201 Class Notices mailed, 15 were returned without forwarding addresses. Phoenix conducted skip traces, obtained updated addresses for 10 Class Members, and promptly remailed their Notices. Still, 5 Notices remain undeliverable because no updated address could be obtained. The original response deadline was September 7, 2026, and the deadline for Class Members whose Notices were remailed was extended by 14 calendar days to September 21, 2026.

As of October 5, 2026, Phoenix had received no workweek or pay-period disputes, written objections, or Requests for Exclusion. All 201 Class Members are therefore Participating Class Members, representing 100% of the Class. Participating Class Members retain the right to present oral objections at the Final Approval Hearing. (Tevenan Decl., ¶¶ 7–12; Settlement Agreement, § 7.7.2.)

In accordance with California Rules of Court, rules 3.766 (d) and 3.769 (f), the Class Notice provided Settlement Class Members with (1) a brief explanation of the case; (2) an explanation of each Settlement Class Member's right to opt-out of the Settlement Class; (3) an explanation of the process (and relevant deadlines) through which a Settlement Class Member

could opt out of the Settlement Class; (4) notice about the binding nature of the Judgment for Settlement Class Members who do not opt-out; (5) an explanation of each Settlement Class Member's right to appear through counsel; (6) an explanation of each Settlement Class Member's right to appear at the fairness hearing and express views on the Settlement, i.e., object or otherwise respond; and (7) an explanation of each Settlement Class Member's right to participate in the Settlement and receive payment accordingly. (Attached hereto as **Exhibit "A"** to the Connor Tevenan Declaration is a true and correct copy of the Class Notice.)

B. There Are No Written Objections or Requests for Exclusion

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

Because Phoenix received no requests for exclusion, all 201 Class Members are Participating Class Members. The absence of written objections and exclusions supports a finding that the Settlement is fair and reasonable, while preserving the right to object orally at the Final Approval Hearing. (Tevenan Decl., ¶¶ 9–12.)

IV. EVALUATION OF THE SETTLEMENT

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

The proposed Settlement resulted from arm's-length negotiations before experienced California wage-and-hour class action mediator Tagore Subramanian, Esq., following investigation sufficient to permit an informed assessment of the claims and defenses. (Bokhour Decl., ¶¶ 27–30; *Dunk, supra*, 48 Cal.App.4th at p. 1802.)

Here, Plaintiff and Class Counsel have diligently investigated the claims raised in this litigation and, after taking into account the disputed factual and legal issues involved in this

action, the risks attending further prosecution, and the benefits to be received pursuant to the compromise and settlement of the Action as set forth in the Settlement, concluded that the Settlement terms are fair, reasonable, and in the best interest of the Settlement Class.

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

B. Plaintiff's Investigation Was More Than Sufficient

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

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

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

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

Class Counsel are experienced in wage-and-hour class and PAGA litigation and recommend approval of this Settlement. (Bokhour Decl., ¶¶ 3–13; Declaration of Joshua Falakassa in Support of Final Approval of Class Action Settlement ("Falakassa Decl."); see *7-Eleven Owners for Fair Franchising v. Southland Corp.* (2000) 85 Cal.App.4th 1135, 1152 [considering counsel's experience and recommendation in affirming settlement approval].)

D. Reasonable Estimate of the Nature and Amount of Recovery

Plaintiff's Motion for Preliminary Approval contained a comprehensive analysis of potential exposure and litigation risks, providing the Court with the information necessary to evaluate whether the consideration paid for the released claims represents a reasonable compromise. (See Plaintiff's Motion for Preliminary Approval, pp. 18–23; *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 133.)

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

Of course, Defendant denies that any damages should be assessed and denies all the value assessed by Plaintiff. (*Id*.) Moreover, Defendant argued that Plaintiff would not be able to certify the class, as well as specific defenses to Plaintiff's substantive claims. Notwithstanding these arguments, the Settlement commits Defendant to pay a Settlement Amount of $505,000 to settle the litigation.

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

For their efforts in creating a common fund for the benefit of the Settlement Class, the Settlement Agreement provides that Class Counsel may seek reasonable attorneys' fees of $168,333.33, which is one-third of the Settlement Amount. These fees are warranted under the law and fall within the range commonly awarded in similar class action cases.

A one-third fee falls within the range awarded in common fund class actions. (See *Chavez v. Netflix, Inc.* (2008) 162 Cal.App.4th 43, 66, fn. 11.) In *Laffitte v. Robert Half International, Inc.* (2016) 1 Cal.5th 480, 503–506, the California Supreme Court approved the percentage-of-the-fund method and affirmed a one-third fee supported by a lodestar cross-check. The requested

fee here is supported by the result achieved, the contingent nature of the representation, and the lodestar cross-check discussed below.

Accordingly, the Court should approve Plaintiff's Attorneys' Fees request.

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

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

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

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

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

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

despite numerous risks and expenses.

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

The California Supreme Court permits trial courts to calculate reasonable attorneys' fees as a percentage of a common fund and affirmed a one-third award in Laffitte. The appropriate percentage remains subject to the Court's assessment of the circumstances of the case. (*Laffitte v. Robert Half International, Inc.* (2016) 1 Cal.5th 480, 503–506; see also *Chavez v. Netflix, Inc.* (2008) 162 Cal.App.4th 43, 66, fn. 11.)

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

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

Class Counsel diligently, efficiently, and creatively pursued this case and promptly reached a successful settlement for the benefit of the Class Members. Despite the numerous risks and obstacles afflicting Plaintiff's claims as detailed in Plaintiff's Motion for Preliminary Approval, Plaintiff's counsel crafted and negotiated a fair and reasonable Settlement Agreement for the benefit of the Class Members. Phoenix received no written objections or requests for exclusion from the 201 Class Members. This response supports the reasonableness of the

Settlement and requested fee. (Tevenan Decl., ¶¶ 9–12.)

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

As a result of this litigation, the Class Members stand to receive a significant Net Settlement Amount of $255,005.62.

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

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

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

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

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

An additional factor in favor of granting the requested fee award is that this case was both legally and financially risky for Class Counsel. (See *Vizcaino v. Microsoft Corp* (9th Cir. 2002)

290 F.3d 1043, 1048-49.) Class Counsel has been representing the Settlement Class in this matter on a strict contingency basis and, as such, incurred the risk of non-recovery after a substantial investment of time, money, and resources and has done so since the inception of this case without any payment or compensation. Specifically, there was the prospect of enormous cost inherent in this class action litigation, as well as the prospect of a prolonged battle with well-funded corporations who were represented by an experienced law firm; the risk that Defendant could prevail on their arguments that the Settlement Class should not be certified; and the risk that Defendant could prevail on the merits of some or all of the claims.

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

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

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

Despite recognized limitations of the so-called lodestar method, some California and federal courts acknowledge the utility of a lodestar "cross-check." (*Lealao v. Beneficial Cal., Inc.* (2000) 82 Cal.App. 4th 19, 46-47.) Under the "lodestar multiplier" method of cross-checking the reasonableness of attorneys' fees in class actions, the court ascertains Class counsel's total "lodestar" amount by multiplying the number of hours reasonably expended by each attorney or legal staff member by their hourly rates, and then enhances or reduces this lodestar figure by a "multiplier" to account for a range of factors, such as the novelty or difficulty of the case, its contingent nature, and the degree of success achieved. (*PLCM Group, Inc. v. Drexler* (2000) 22 Cal.4th 1084, 1095–1096; *Press v. Lucky Stores, Inc*. (1983) 34 Cal.3d 311, 322; *Lealao, supra,* 82 Cal.App.4th at 43 [court has discretion to use a multiplier to ensure that the "fee awarded is within the range of fees freely negotiated in the legal marketplace in comparable litigation"].)

Historically, California courts have approved multipliers of 1.5 to 4. (See *Coalition for*

Los Angeles County Planning v. Board of Supervisors (1977) 76 Cal.App.3d 241, 251 [multiplier of 2+ approved]; *Sternwest Corp v. Ash* (1986) 183 Cal.App.3d 74, 75.) The multiplier requested by Class Counsel below is within the range of multipliers found to be appropriate by various federal and state courts in California. In *Sternwest Corp. v. Ash* (1986) 183 Cal.App.3d 74, for instance, the Court of Appeal remanded for a lodestar enhancement of "two, three, four or otherwise." (*Id*. at 76; see also *Wershba v. Apple Computer, Inc. (2001)* 91 Cal.App.4th 224, 255 ["Multipliers can range from 2 to 4 or even higher"]; *City of Oakland v. Oakland Raiders* (1988) 203 Cal.App.3d 78, 83 [affirming 2.34 multiplier]; *Coalition for Los Angeles County Planning in the Pub. Interest v. Board of Supervisors*, 76 Cal.App.3d 241, 251 [affirming multiplier of approximately 2]; see also *Steiner v. Am. Broadcasting Co., Inc*. (9th Cir. 2007) 248 Fed. Appx. 780, 783 [approving a multiplier of 6.85 and citing cases with comparable or higher multipliers]; *Vizcaino v. Microsoft Corp.* (9th Cir. 2002) 290 F.3d 1043, 1051 [finding no abuse of discretion in awarding a multiplier of 3.65].)

As set forth in the Bokhour and Falakassa Declarations, Class Counsel's combined incurred and reasonably anticipated lodestar through completion of settlement administration is $99,750, calculated as follows:

Attorney	Experience	Hourly Rate	Hours	Total Lodestar
Mehrdad Bokhour	14 years	$750	55.5[1]	$41,625
Joshua Falakassa	13 years	$750	77.5	$58,125
Total Lodestar				**$99,750**

(Bokhour Decl., ¶ 19 and accompanying table; Falakassa Decl.)

The requested attorneys' fee award of $168,333.33 represents a multiplier of approximately 1.69 on the combined incurred and reasonably anticipated lodestar of $99,750. This modest multiplier is reasonable in light of the contingent risk, the result achieved, and the

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

work necessary to complete settlement administration.

The hourly rates are consistent with those charged by attorneys of comparable experience handling complex employment litigation. The incurred and anticipated hours, together with the modest multiplier, support the reasonableness of the requested fee. (Bokhour Decl., ¶ 19; Falakassa Decl.)

Class Counsel are experienced in wage-and-hour class and PAGA litigation. Their qualifications, experience, and results are described in the Bokhour Declaration and the Falakassa Declaration in support of final approval. (Bokhour Decl., ¶¶ 2–13; Falakassa Decl.)

VI. THE REQUESTED COSTS AND SERVICE PAYMENT ARE REASONABLE

A. The Requested Costs Are Reasonable and Merit Approval

Class Counsel requests reimbursement of actual litigation costs incurred in the amount of $17,161.05. (Bokhour Decl. ¶ 23.) These costs encompass mediation, filing, expert, and process service fees. They are reasonable and uncontested.

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

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

Under the Settlement, Defendant agreed not to oppose Plaintiff's request for a Class Representative Service Payment in the amount of $7,500 to Plaintiff, which Plaintiff seeks in recognition of his contributions as the Class Representative. Plaintiff came forward and

undertook significant risk, including the risk of being blackballed in the industry and the risk that he could have been liable for Defendant's costs if he lost the case. This factor is significant for a relatively low-wage earner, and the potential risk is very real. (*See Whiteway v. FedEx Kinko's Office & Print Svcs., Inc.* (N.D. Cal. Dec. 17, 2007) No. C 05-2320 SBA, 2007 WL 4531783, at *3 ("the few courts to consider this 'class representatives' dilemma' have not found it inequitable to assess costs upon the lead or named Plaintiff in a class action.").)

As further detailed in Plaintiff's Declaration in Support of Preliminary Approval of Class Action Settlement on file with this Court, Plaintiff committed a significant number of hours to assist with the investigation, litigation, and settlement processes of this case to assist on the matter. Plaintiff also spent considerable time preparing for and assisting with the mediation and settlement process. The requested Class Representative Service Payment of $7,500 to Plaintiff is reasonable, particularly considering the substantial benefits Plaintiff generated for the Settlement Class Members and the risks he undertook.

The Class Notice disclosed the proposed $7,500 payment to Plaintiff, and Phoenix received no written objection. Considering Plaintiff's contributions, the risks he undertook, and the benefits obtained for the Settlement Class, Plaintiff requests approval of the Class Representative Service Payment.

VII. OTHER MATTERS RE: FINAL APPROVAL

A. Settlement Administration Costs

The parties agreed that the Settlement Administrator, Phoenix, would be compensated for services performed. The Settlement Administrator's requested fee is $7,000.

B. Uncashed Checks

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

C. Final Report

Defendant must fully fund the Gross Settlement Amount, together with its share of employer-side payroll taxes, no later than 30 calendar days after the Effective Date. The Administrator will disburse all Court-approved payments within 10 calendar days after funding.

Settlement Class Members will have 180 days to cash their checks. Accordingly, the parties propose submitting a final report in the form of a declaration from the Settlement Administrator (setting forth the amount paid to the Unclaimed Property Fund) within 30 days of the check-cashing deadline.

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(l)(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: October 5, 2026,

Respectfully submitted,

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

By: _____
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