

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
Gabriella Solé (SBN 346164)
gabriella.sole@wilshirelawfirm.com
Courtney M. Miller (SBN 327850)
courtney.miller@wilshirelawfirm.com
WILSHIRE LAW FIRM, PLC
660 S. Figueroa Street, Sky Lobby
Los Angeles, California 90017
Los Angeles, California 90010
Telephone: (213) 381-9988
Facsimile: (213) 381-9989

Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN JOAQUIN

JOSEPH ALBERTO RODRIGUEZ,
individually, and on behalf of all others similarly
situated,

Plaintiff,

v.

FRANK C. ALEGRE TRUCKING, INC., a
California corporation; DOES 1 through 10,
inclusive,

Defendants.

Lead Case No.: STK-CV-UOE-2024-5249
[Related Case No. STK-CV-UOE-2024-8038]

*[Assigned for All Purposes to the Hon. Robert
T. Waters, Dept. 11B]*

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

Final Approval Hearing:

Date: July 22, 2026

Time: 9:00 a.m.

Dept.: 11B

Action Filed: May 1, 2024

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

2 **PLEASE TAKE NOTICE** that on July 22, 2026, at 9:00 a.m., or as soon thereafter as
3 the matter may be heard in Department 11B of the Superior Court of California, County of San
4 Joaquin, located at 180 East Weber Avenue, Stockton, California 95202, Plaintiff Joseph Alberto
5 Rodriguez (“Plaintiff”) will and hereby does move this Court for an Order:

- 6 1. Granting final approval of the proposed Settlement Agreement;
- 7 2. Awarding Class Counsel attorneys’ fees in the amount of \$112,742.67 and
8 reimbursement of litigation costs in the amount of \$22,712.02;
- 9 3. Awarding Plaintiff a Class Representative Service Payment in the amount of
10 \$7,500.00;
- 11 4. Awarding \$8,990.00 to Apex Class Action LLC (“Apex”) for its settlement
12 administration expenses; and
- 13 5. Approving allocation of \$10,000.00 as civil penalties under the Labor Code
14 Private Attorneys General Act of 2004 (“PAGA”), 75% of which (\$7,500.00) will
15 be paid to the California Labor and Workforce Development Agency, and 25% of
16 which (\$2,500.00) will be distributed to Aggrieved Employees based on the
17 number of pay periods worked during the PAGA Period.

18 This Motion is based on this Notice of Motion, Memorandum of Points and Authorities,
19 the Declaration of John G. Yslas, the Declaration of Joseph Alberto Rodriguez, the Declaration
20 of Madely Nava, and on all records and documents on file, together with such oral and
21 documentary evidence that may be presented at the hearing on this matter.

22
23 Dated: June 26, 2026

WILSHIRE LAW FIRM, PLC

24
25 By: /s/ Courtney M. Miller

Courtney M. Miller

26 Attorneys for Plaintiff
27
28

TABLE OF CONTENTS

I.	INTRODUCTION	1
II.	THE SETTLEMENT MERITS FINAL APPROVAL	2
A.	A Presumption of Fairness Exists	2
B.	The Strength of Plaintiff's Claims, and the Risks, Expense, Complexity, and Likely Duration of Further Litigation as a Class Action Through Trial	3
C.	The Amount Offered in Settlement.....	4
D.	The Extent of Discovery Completed and the Stage of the Proceedings	4
E.	The Experience and Views of Counsel	5
F.	The Presence of a Government Participant.....	5
G.	The Reaction of Class Members to the Proposed Settlement	5
III.	THE REQUESTED FEE AWARD IS REASONABLE AND SHOULD BE APPROVED	6
A.	The Requested Fee Award is Fair and Reasonable Based on the Percentage-of- Recovery Method.....	6
B.	A Lodestar Cross-Check Confirms the Reasonableness of the Requested Fee	7
C.	Class Counsel's Rates Are Similar to Those Approved by California Courts in Comparable Cases.....	9
IV.	THE REQUESTED COST AWARD IS REASONABLE AND SHOULD BE APPROVED	12
V.	THE REQUESTED CLASS REPRESENTATIVE SERVICE PAYMENT IS REASONABLE AND SHOULD BE APPROVED.....	12
VI.	THE SETTLEMENT ADMINISTRATION COSTS ARE REASONABLE AND SHOULD BE APPROVED.....	13
VII.	CONCLUSION	13

TABLE OF AUTHORITIES

CASES

<i>7-Eleven Owners for Fair Franchising v. Southland Corp.</i> , 85 Cal.App.4th 1135, 1150 (2000)	3
<i>Chavez v. Netflix, Inc.</i> , 162 Cal. App. 4th, 60 (2008).....	8
<i>Clark v. American Residential Services, LLC</i> , 175 Cal.App.4th 785, 804 (2009)	12
<i>Dunk v. Ford Motor Co.</i> , 48 Cal.App.4th 1794, 1801 (1996)	2
<i>Golba v. Dick’s Sporting Goods, Inc.</i> , 238 Cal.App.4th 1251, 1272 (2015)	12
<i>Hernandez v. Restoration Hardware, Inc.</i> , 4 Cal.5th 260, 269-270 (2018).....	3, 7
<i>Ketchum v. Moses</i> , 24 Cal.4th 1122, 1132-33 (2001).....	7
<i>Laffitte v. Robert Half Int’l</i> , 231 Cal. App. 4th 860, 881-82 (2004).....	8
<i>Laffitte v. Robert Half Int’l, Inc.</i> , 1 Cal.5th 480, 489 (2016).....	6, 7
<i>Lealo v. Beneficial California, Inc.</i> , 82 Cal.App.4th 19, 51 (2000).....	5
<i>Melnik v. Robledo</i> , 64 Cal.App.3d 618, 623-624 (1976)	7
<i>Munoz v. BCI Coca-Cola Bottling Co. of Los Angeles</i> , 186 Cal.App.4th 399, 410 (2010).....	3
<i>PLCM Group, Inc. v. Drexler</i> , 22 Cal.4th 1084, 1095 (2000).....	7
<i>Roos v. Honeywell Int’l, Inc.</i> , 241 Cal.App.4th 1472 (2015).....	7
<i>Serrano v. Priest</i> , 20 Cal. 3d 25, 48-49 (1977)	7
<i>Singer v. Becton Dickinson and Co.</i> , 2010 WL 2196104, at *8 (S.D. Cal. 2010).....	7
<i>Vizcaino v. Microsoft Corp.</i> , 290 F.3d 1043, 1051 n.6 (9 th Cir. 2002)	8
<i>Wershba v. Apple Computer, Inc.</i> 91 Cal.App.4th 224, 250 (2001)	3, 8
<i>Wren v. RGIS Inventory Specialists</i> , 2011 WL 1230826, at *29 (N.D. Cal. Apr. 1, 2011).....	7

1 **I. INTRODUCTION**

2 Plaintiff Joseph Alberto Rodriguez (“Plaintiff”) seeks final approval of a non-
3 reversionary Gross Settlement Amount of \$338,228.00. The Settlement Agreement
4 (“Settlement”) provides that the deductions will be made from the Gross Settlement Amount as
5 follows:

6 1. Attorneys’ fees up to one third (1/3) of the Gross Settlement Amount;
7 2. Litigation costs up to \$25,000.00;
8 3. A Class Representative Service Payment up to \$7,500.00;
9 4. Settlement administration expenses up to \$9,500.00; and
10 5. Civil penalties in the amount of \$10,000.00 for claims under the Labor Code
11 Private Attorneys General Act of 2004 (“PAGA”), 75% of which (\$7,500.00) will be paid to the
12 California Labor and Workforce Development Agency (“LWDA), and 25% of which
13 (\$2,500.00) will be distributed to Aggrieved Employees based on the number of pay periods
14 worked during the PAGA Period. *See* Settlement §§ 3.2.5, 3.2.5.1; *see also* Declaration of
15 Madely Nava in Support of Motion for Final Approval of Class Action and PAGA Settlement
16 (“Nava Decl.”) at ¶¶ 15, 17.

17 6. After all deductions are made, the Net Settlement Amount will be distributed to
18 435 Class Members as of the filing of this Motion for Final Approval of Class Action and PAGA
19 Settlement (the “Motion”) (“Participating Class Members” or “Settlement Class Member”)
20 based on the number of weeks worked during the Class Period. Nava Decl. at ¶¶ 14, 15.

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

25 8. As of the filing of this Motion, there have been no objections to the Settlement
26 and no requests for exclusion. Nava Decl. at ¶¶ 11, 12. Participating Class Members will receive
27 an estimated average Individual Class Payment of \$405.25, with the highest estimated
28 Individual Class Payment being \$1,020.45. Nava Decl. at ¶ 16. Aggrieved Employees will

1 receive an estimated average Individual PAGA Payment of \$11.42, with the highest estimated
2 Individual PAGA Payment being \$28.49. Nava Decl. at ¶ 18. In light of the favorable response
3 from the Class, and the facts and law set forth below as well as in the motion for preliminary
4 approval, Plaintiff respectfully requests that the Court now enter an Order: (1) granting final
5 approval of the Settlement; (2) entering final judgment; (3) requiring distribution of individual
6 settlement shares to participating Class Members; and (4) approving payments for Class
7 Counsel Fees, Class Counsel Expenses, the Class Representative Service Payment, the
8 Settlement Administrator's costs, and civil penalties under PAGA.

9 **II. THE SETTLEMENT MERITS FINAL APPROVAL**

10 In deciding whether to grant final approval of a class action settlement, California courts
11 consider whether the settlement is "fair, adequate, and reasonable." *Dunk v. Ford Motor Co.*,
12 48 Cal.App.4th 1794, 1801 (1996). In evaluating whether a settlement is fair, adequate, and
13 reasonable, courts evaluate the following factors: (1) the strength of the plaintiff's case; (2) the
14 risk, expense, complexity and duration of further litigation; (3) the risk of maintaining class
15 action status through trial; (4) the amount offered in settlement; (5) the extent of discovery
16 completed and the stage of the proceedings; (6) the experience and views of counsel; (7) the
17 presence of a governmental participant; and (8) the reaction of class members to the proposed
18 settlement. *Id.*

19 **A. A Presumption of Fairness Exists**

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

25 At preliminary approval, Plaintiff presented evidence that this Settlement is entitled to a
26 presumption of fairness because: (1) it was reached through arm's length bargaining with the
27 assistance of an experienced mediator; (2) Plaintiff conducted a thorough investigation through
28 informal discovery and an analysis of Class Members' time data and payroll records and policy

documents pertaining to Plaintiff's claims; and (3) Class 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 January 30, 2026 ("Yslas MPA Decl.") at ¶¶ 5, 8-9, 23-33. As of the filing of this Motion, no 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 Plaintiff's 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 plaintiff's claims and the risks they faced in litigation. *7-Eleven*, 85 Cal.App.4th at 1146.

Here, Plaintiff 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 ¶¶ 10-20. Plaintiff has also described in detail the risks the Class faced in litigation and the strengths and weaknesses of each of the claims. *See id.* Defendant denied Plaintiff's allegations, and Plaintiff 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).

1 **C. The Amount Offered in Settlement**

2 The Settlement provided for a Gross Settlement Amount of \$220,000.00, but the
3 Escalator Clause was triggered and Defendant elected to increase the Gross Settlement Amount
4 in lieu of shortening the Class Period end date. Yslas MPA Decl. at ¶ 6, Exhibit 2; Declaration
5 of Andress Alegre Regarding Motion for Preliminary Approval of Class Action Settlement filed
6 February 6, 2026 (“Andress MPA Decl.”) at ¶¶ 5, 6. As a result of Defendant’s election, the
7 Gross Settlement Amount increased to \$338,228.00. Andress MPA Decl. at ¶ 7. The Net
8 Settlement Amount is to be distributed among the 435 Class Members who did not opt out as of
9 the date of this filing. Nava Decl. at ¶¶ 14, 15. The Gross Settlement Amount will be used to
10 pay Class Counsel’s attorneys’ fees and litigation costs, Plaintiff’s Class Representative Service
11 Payment, and the fees and expenses of Apex Class Action LLC (“Apex”) for its administration
12 of the Class Notice and settlement funds. *Id.* at ¶ 15. The Settlement also allocates \$10,000.00
13 from the Gross Settlement Amount to civil penalties under PAGA. *See* Settlement Agreement
14 at § 3.2.5; *see also* Nava Decl. at ¶ 15. After all deductions are made, the Net Settlement Amount
15 available to Participating Class Members for their Individual Class Payments is estimated to be
16 \$176,283.31, which will be distributed to Participating Class Members according to the number
17 of Workweeks they worked for Defendant during the Class Period. *See* Nava Decl. at ¶ 15;
18 Settlement Agreement at § 3.2.4.

19 The Settlement Administrator has calculated a total of 1,382 Workweeks in the Class
20 Period. Nava Decl. at ¶ 15. As a result, the estimated average Individual Class Payment for
21 Participating Class Members is \$405.25, and the highest estimated Individual Class Payment
22 for Participating Class Members is \$1,020.45. *Id.* at ¶ 16. Weighing the potential value of the
23 class claims against the risk and expense of trial, the Settlement provides substantial relief in
24 light of the potential risks associated with seeking a class judgment.

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

26 Class Counsel sufficiently investigated the alleged claims, applicable law, and potential
27 defenses. *See* Yslas MPA Decl. at ¶ 8. Specifically, Class Counsel assessed the value of the
28 claims using data and documents provided by Defendant in informal discovery, which included

1 policy documents and timekeeping and payroll records. *Id.* Following a complete analysis of
2 this information, the Parties attended mediation on April 29, 2025, with an experienced
3 mediator. *Id.* at ¶ 5. The Parties negotiated the terms of the Settlement over the next several
4 months and finalized the terms of the Settlement in October 2025. *Id.* at ¶ 6.

5 **E. The Experience and Views of Counsel**

6 Plaintiff is represented by Wilshire Law Firm, PLC. Declaration of John G. Yslas in
7 Support of Motion for Final Approval of Class Action and PAGA Settlement (“Yslas MFA
8 Decl.”) at ¶ 3. Class Counsel prosecutes wage and hour cases, including class and representative
9 actions. *Id.* at ¶¶ 4, 5. Class Counsel has litigated many wage and hour cases and has successfully
10 resolved cases involving similar issues presented in this matter. *Id.* at ¶¶ 4-17. Class Counsel
11 has negotiated a settlement here that they believe is fair, reasonable, and adequate based on
12 Class Counsel’s prior experience litigating these types of cases. *Id.* at ¶ 23.

13 **F. The Presence of a Government Participant**

14 The LWDA has received the required notice of this Settlement. On May 1, 2024, Plaintiff
15 provided notice to the LWDA of the specific provisions of the Labor Code alleged to have been
16 violated, including the facts and theories in support. Yslas MPA Decl. at ¶ 4. The Settlement
17 provides for the payment of \$10,000.00 in civil penalties, 75% of which (\$7,500.00) will be
18 paid to the LWDA, and 25% of which (\$2,500.00) will be paid to Aggrieved Employees based
19 on the number of pay periods worked during the PAGA Period. *See* Nava Decl. at ¶ 17; *see also*
20 Settlement Agreement at §§ 3.2.5, 3.2.5.1. Plaintiff submitted a copy of the Settlement
21 Agreement to the LWDA on January 27, 2026. Yslas MPA Decl. at ¶ 7, Exhibit 3. The LWDA
22 has not responded to or objected to the Settlement. Yslas MFA Decl. at ¶ 24.

23 **G. The Reaction of Class Members to the Proposed Settlement**

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

27 When the Court granted preliminary approval, it also approved the method of providing
28 notice to Class Members. Following a search of the National Change of Address database, Apex

1 mailed the Class Notice to all Class Members on March 26, 2026. Nava Decl. at ¶¶ 6, 7. The
2 Class Notice informed Class Members of the terms of the Settlement, the amount of their
3 individual settlements and how those amounts were calculated, their right to either participate
4 in the Settlement, opt out of it, object to it, or dispute the amount of their individual settlement
5 payment, the procedures and deadlines to submit an opt out, objection, or dispute, and the date,
6 time, and place of the hearing on Plaintiff’s Motion for Final Approval and instructions to be
7 heard at the hearing. *Id.* at ¶ 7, Exhibit A. In response to the Class Notice, Apex has received
8 no requests for exclusion from Class Members, no objections from any Class Members, and no
9 disputes from Class Members, as of the date of the filing of this Motion. *Id.* at ¶¶ 11-13. Class
10 Members’ favorable response to the Settlement further supports final approval.

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

13 There are two (2) primary methods of determining a reasonable attorney fee in the
14 context of class action litigation. *Laffitte v. Robert Half Int’l, Inc.*, 1 Cal.5th 480, 489 (2016).
15 The percentage-of-recovery method calculates the fee as a percentage of a common fund
16 recovered on behalf of the class. *Id.* The lodestar method calculates the fee by multiplying the
17 number of hours reasonably expended by counsel by a reasonable hourly rate, which amount
18 then may be adjusted based on other factors. *Id.* In *Laffitte*, the California Supreme Court held
19 that trial courts have the discretion to choose between the two (2) calculation methods. *Id.* at
20 504. Trial courts also have the discretion to blend the two (2) fee calculation methods, using
21 one method to “cross-check” the reasonableness of the other’s result, but a cross-check is not
22 required. *Id.* 506.

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

25 The ultimate purpose of the percentage-of-recovery method is to “spread the attorney fee
26 among all the beneficiaries of the fund.” *Id.* at 503. The California Supreme Court recognized
27 that the percentage-of-recovery method has many advantages, “including relative ease of
28 calculation, alignment of incentives between counsel and the class, a better approximation of

1 market conditions in a contingency case, and the encouragement it provides counsel to seek an
2 early settlement and avoid unnecessarily prolonging the litigation [citation] . . .” *Id.*

3 The requested fee award of one third (1/3) of the GSA is consistent with the average fee
4 award in class actions. *See, e.g., Roos v. Honeywell Int’l, Inc.*, 241 Cal.App.4th 1472 (2015)
5 (fee award of 37.5% was not an abuse of discretion), disapproved of on other grounds by
6 *Hernandez v. Restoration Hardware, Inc.*, 4 Cal.5th 260, 287 (2018); *Wren v. RGIS Inventory*
7 *Specialists*, No. C-06-05778 JCS, 2011 WL 1230826, at *29 (N.D. Cal. Apr. 1, 2011) (approving
8 fee award of 42%); *Singer v. Becton Dickinson and Co.*, No. 08-CV-821-IEG, 2010 WL
9 2196104, at *8 (S.D. Cal. June 1, 2010) (approving fee award of one-third and noting that the
10 typical fees awarded in wage and hour class action cases ranges from 33.33% to 40%).
11 Therefore, the percentage-of-recovery method should be utilized to approve the requested fee.

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

13 Although *Laffitte* makes clear that a lodestar cross-check is not required, Class Counsel’s
14 lodestar supports the reasonableness of the requested fee. The lodestar is determined by
15 multiplying the number of hours reasonably expended by the reasonable hourly rate. *PLCM*
16 *Group, Inc. v. Drexler*, 22 Cal.4th 1084, 1095 (2000). The lodestar figure may then be adjusted,
17 based on consideration of factors specific to the case, in order to fix the fee at the fair market
18 value for the legal services provided.” *Id.* The factors that can be considered include “the nature
19 of the litigation, its difficulty, the amount involved, the skill required in its handling, the skill
20 employed, the attention given, the success or failure, and other circumstances in the case.”
21 *Melnyk v. Robledo*, 64 Cal.App.3d 618, 623-624 (1976) (citations omitted). Additionally, Courts
22 utilize “multipliers” to account for the risk of taking on cases where there is no guarantee of
23 recovery, uncertainties as to the amount that will be recovered, uncertainty as to the cost of
24 litigating the case (both in effort and expenses), and uncertainty about how much time will pass
25 before the recovery is obtained. *Ketchum v. Moses*, 24 Cal.4th 1122, 1132-33 (2001); *see also*
26 *Serrano v. Priest*, 20 Cal. 3d 25, 48-49 (1977) (approving the adjustment of the lodestar figure
27 based on factors specific to the case to ensure fair market value for legal services provided on
28 a contingency basis). Application of that rule is particularly appropriate where the case is

1 brought to redress important rights of vulnerable persons. *Ketchum*, 24 Cal.4th at 1133.

2 Generally, “[m]ultipliers can range from 2 to 4 or even higher.” *Wershba v. Apple*
3 *Computers, Inc.*, 91 Cal.App.4th at p. 255 (2001); *see also Sutter Health Uninsured Pricing*
4 *Cases*, 171 Cal. App. 4th 495, 512 (2009) (applying a 2.52 multiplier on a cross-check in an
5 antitrust class action); *Chavez v. Netflix, Inc.*, 162 Cal. App. 4th, 60 (2008) (applying a 2.5
6 multiplier on a lodestar cross-check); *Vizcaino v. Microsoft Corp.*, 290 F.3d 1043, 1051 n.6 (9th
7 Cir. 2002) (“most” common fund cases apply a multiplier of 1.0-4.0); *Laffitte v. Robert Half*
8 *Int’l*, 231 Cal. App. 4th 860, 881-82 (2004) (affirming a 2.13 multiplier after finding that “2 to
9 4” is a reasonable range for multipliers on a cross-check).

10 The total hours expended on this action by Class Counsel were reasonable and in line
11 with comparable cases. While it is not necessary to substantiate the fee award with a lodestar in
12 this Action, it should be noted that Class Counsel spent approximately 195 hours prosecuting
13 this action, which were divided among the attorneys working on this case according to skill
14 level. Yslas MFA Decl. at ¶¶ 20, 21. Multiplying the total hours expended by Class Counsel by
15 their reasonable hourly rates yields a lodestar of \$185,635.00. *Id.* at ¶ 20. This amount surpasses
16 the requested fee award of \$112,742.67, resulting in a negative multiplier. *Id.* at ¶ 21. Class
17 Counsel’s lodestar does not include the time Class Counsel will spend at the final approval
18 hearing and assisting the Settlement Administrator following final approval. *Id.* Class Counsel
19 dedicated significant resources to this case by dividing the tasks required according to skill
20 level. *Id.* The hours expended by each attorney were not duplicative and reflect the extensive
21 investigation and analysis that was required to achieve this Settlement. This time could have
22 been spent on other potentially lucrative cases. *Id.* Class Counsel’s lodestar reflects the
23 efficiencies achieved by attorneys experienced in this field. *Id.* Moreover, Class Counsel has
24 singularly assumed the risk and costs of litigation purely on a contingency basis. *Id.* And, while
25 Plaintiff is confident in the merits of his claims, a legitimate controversy exists as to each cause
26 of action, posing an actual risk that Plaintiff may not succeed at class certification and/or trial.
27 *Id.* Any of these obstacles could have prevented recovery completely, meaning Class Counsel
28 would have been left with no compensation for all the time and money invested in litigating this

1 case. *Id.* Despite these risks, Class Counsel took this case on a contingency basis so that Class
2 Members (a particularly vulnerable group of hourly paid workers) could be compensated for
3 their unpaid wages. *Id.* Consequently, Class Counsel was precluded from focusing on, or taking
4 on, other cases which could have resulted in a larger, and less risky, monetary gain. *Id.*

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

7 Class Counsel's hourly rates are comparable to those charged by other class action
8 plaintiffs' counsel and the firms defending class actions. Yslas MFA Decl. at ¶ 15. Class Counsel's
9 rates are well within the range of hourly rates that the Los Angeles legal marketplace would
10 compensate counsel for similar services accomplishing similar results. *Id.* For example, in
11 *Bronshteyn v. State of California*, Los Angeles County Superior Ct. No. 19SMCV00057, Order
12 Granting Plaintiff's Motion for Statutory Attorneys' Fees and Costs filed March 30, 2023, an
13 employment action brought by two small law firms (Levy, Vinick, Burrell & Hyams LLP and Law
14 Offices of Wendy Musell), the court found that counsel's 2022 hourly rates of \$1,100 and \$1,000
15 per hour were reasonable for the plaintiff's five senior attorneys, including \$1,000 per hour for the
16 plaintiff's 23-year lead counsel and \$850 per hour for a senior associate. *Id.* These rates were then
17 augmented by a 1.75 lodestar multiplier and affirmed by the California Court of Appeals. *Id.* The
18 rates (and multiplier) requested here are well in line with those found reasonable in *Bronshteyn*. In
19 *Tran v. Golden State FC LLC, et al.* (LASC Case No. BC699931), Fee Order filed 4/8/2022, the
20 court found hourly rates of \$1,300 per hour reasonable for plaintiff's 32-year attorney and \$1,000
21 per hour reasonable for a 14-year attorney. *Id.* The multiplier here is even more compelling given
22 Class Counsel represents approximately 435 Class Members. *Id.*

23 Class Counsel has also been approved as class counsel by courts in California. Yslas MFA
24 Decl. at ¶ 16. *See, e.g., Matthew Veliz v. DrinkPak, LLC*, Los Angeles County Superior Court,
25 Case No. 22STCV37384, *Ismael Villegas-Sanchez v. COE Orchard Equipment, Inc.*, Sutter
26 County Superior Court, Case No. CVCS22-0002261; *Jessica Bronsal v. PTI Technologies Inc.*,
27 Ventura County Superior Court, Case No. 202200570361CUOE; *Miguel A. Vigil Ruiz v. The De*
28 *Ruosi Group, LLC*, San Joaquin County Superior Court, Case No. STK-CV-UOE-2022-8780;

1 *Gutierrez v. Top Drawer Merch, LLC et al*, Los Angeles County Superior Court, Case No.
2 23STCV04299; *Wing v. Road Machinery, LLC et al*, Kern County Superior Court, Case No. BCV-
3 22-102896; *Hernandez v. SGPS Showrig Los Angeles, Inc.*, Los Angeles County Superior Court,
4 Case No. 22STCV28155; *Azevedo v. Tulare Nursing & Rehabilitation Hospital, Inc.*, Tulare
5 County Superior Court, Case No. VCU293325; *Haser v. Universal Chain of California, Inc.*,
6 Sacramento County Superior Court, Case No. 34-2022-00332268; *Caldera v. Performance Online,*
7 *Inc. et al*, Riverside County Superior Court, Case No. CVRI2306013; *Goosby v. CiminoCare, Inc.*,
8 Sacramento County Superior Court, Case No. 34-2022-00329033; *Rooks v. Hot Cakes Restaurant*
9 *Group, Inc.*, San Joaquin County Superior Court, Case No. STK-CV-UOE-2022-11056; *Garcia v.*
10 *Compassionate Heart*, Orange County Superior Court, Case No. 30-2022-01294409-CU-OE-
11 CXC; *Parra v. Citrus Valley Management Services, Inc.*, Riverside County Superior Court, Case
12 No. CVRI2301768; *Torres v. HomeShield Pest Control Inc.*, Placer County Superior Court, Case
13 No. S-CV-0049525; *Cabrera v. Creekside Auto Group*, Santa Clara County Superior Court, Case
14 No. 23CV415661; *Simpson v. Arcos*, Riverside Superior Court, Case No. CVRI2303337; *Payne v.*
15 *Planned Parenthood: Shasta-Diablo, Inc.*, San Francisco County Superior Court, Case No. CGC-
16 23-607359. *Id.* The total hours expended on this action are reasonable and in line with those
17 expended in comparable cases. *Id.*

18 In cases in which Class Counsel has been approved as class counsel, California courts
19 have approved rates similar to those requested by Class Counsel in the instant case. Yslas MFA
20 Decl. at ¶ 17. *See, e.g., Rodolfo Ponce v. Youbar, Inc.*, Los Angeles County Superior Court,
21 Case No. 22STCV37519 (WLF's rates were approved as follows: John G. Yslas (\$1,500.00),
22 Samantha A. Smith (\$1,000.00), Jeffrey C. Bils (\$850.00), Aram Boyadjian (\$600.00), Lisa B.
23 Iturriaga (\$550.00), and Andrew Sandoval (\$500.00)); *Sabrina N. Batres v. Wish Automotive II,*
24 *Inc. dba Infiniti of Van Nuys*, Los Angeles County Superior Court, Case No. 23STCV19968
25 (WLF's rates were approved as follows: John G. Yslas (\$1,500.00), Jeffrey C. Bils (\$850.00),
26 Aram Boyadjian (\$600.00), Lisa B. Iturriaga (\$550.00), and Andrew Sandoval (\$500.00));
27 *Diandrea Correa et al. v. CareMeridian, LLC, et. al.*, Los Angeles County Superior Court, Case
28 No. 23STCV10707 (WLF's rates were approved as follows: John G. Yslas (\$1,500.00),

1 Samantha A. Smith (\$1,000.00), Jeffrey C. Bills (\$850.00), Fawn F. Bekam (\$800.00), Diego
2 Aviles (\$800.00), Aram Boyadjian (\$600.00), Harry Erganyan (\$600.00), Lisa B. Iturriaga
3 (\$550.00), and Andrew Sandoval (\$500.00)); *Carlos Santos Granados v. Sunny Hills*
4 *Management Co., Inc.*, Los Angeles County Superior Court, Case No. 23STCV02109 (WLF's
5 rates were approved as follows: John G. Yslas (\$1,500.00), Samantha A. Smith (\$1,000.00),
6 Jeffrey C. Bills (\$850.00), Diego Aviles (\$750.00), Courtney M. Miller (\$650.00), Aram
7 Boyadjian (\$600.00), Harry Erganyan (\$600.00), Mariam Nazaretyan (\$550.00), Lisa B.
8 Iturriaga (\$550.00), and Andrew Sandoval (\$500.00)); *Kayla Kurges v. Khanna Enterprises,*
9 *Ltd. dba Sheraton Agoura Hills*, Los Angeles County Superior Court, Case No. 24STCV01590
10 (WLF's rates were approved as follows: John G. Yslas (\$1,500.00), Jeffrey C. Bills (\$850.00),
11 Aram Boyadjian (\$600.00), Lisa B. Iturriaga (\$550.00), and Andrew Sandoval (\$500.00));
12 *Thora Magney et al. v. Levi Strauss & Co., et al.*, Los Angeles County Superior Court, Case
13 No. 24STCV02320 (WLF's rates were approved as follows: John G. Yslas (\$1,500.00),
14 Samantha A. Smith (\$1,000.00), Jeffrey C. Bills (\$850.00), Fawn F. Bekam (\$800.00), Aram
15 Boyadjian (\$600.00), Lisa B. Iturriaga (\$550.00), and Andrew Sandoval (\$500.00)); *Armando*
16 *Muniz, et al. v. Lot LLC, dba Lot Management LLC (fka Red Cow, Inc.) et. al.*, Los Angeles
17 County Superior Court, Case No. 22STCV32901 (WLF's rates were approved as follows: John
18 G. Yslas (\$1,500.00), Samantha A. Smith (\$1,000.00), Jeffrey C. Bills (\$850.00), Diego Aviles
19 (\$750.00), Aram Boyadjian (\$600.00), Harry Erganyan (\$600.00), Mariam Nazaretyan
20 (\$550.00), Lisa B. Iturriaga (\$550.00), and Andrew Sandoval (\$500.00)); *George Munoz v.*
21 *Century West, LLC dba Century West BMW*, Los Angeles County Superior Court, Case No.
22 23STCV04247 (WLF's rates were approved as follows: John G. Yslas (\$1,500.00), Samantha
23 A. Smith (\$1,000.00), Jeffrey C. Bills (\$850.00), Aram Boyadjian (\$600.00), Lisa B. Iturriaga
24 (\$550.00), and Andrew Sandoval (\$500.00)); *Ivan S. Martinez II et. al. v. The Haar Company,*
25 *et. al.*, Los Angeles County Superior Court, Case No. 23STCV21651 (WLF's rates were
26 approved as follows: John G. Yslas (\$1,500.00), Samantha A. Smith (\$1,000.00), Jeffrey C. Bills
27 (\$850.00), Diego Aviles (\$750.00), Aram Boyadjian (\$600.00), Harry Erganyan (\$600.00),
28 Mariam Nazaretyan (\$550.00), Lisa B. Iturriaga (\$550.00), and Andrew Sandoval (\$500.00)).

1 *Id.*

2 Likewise, Class Counsel's hourly rates are reasonable when compared to rates charged
3 within the relevant legal marketplace. Yslas MFA Decl. ¶ 18, Exhibit 1. In light of the foregoing,
4 and considered against the risks of continued litigation, and the importance of advocating for
5 employment rights and a speedy recovery, the relief provided under the Settlement represents a
6 very strong result for the Class Members and Aggrieved Employees. Class Counsel's fee request
7 is fair and reasonable and should be approved. Accordingly, Class Counsel respectfully requests
8 the Court approve their \$112,742.67 fee request.

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

11 The Settlement permits Class Counsel to seek reimbursement of litigation costs in an
12 amount up to \$25,000.00. The actual costs incurred are \$22,712.02, therefore Class Counsel is
13 seeking reimbursement of \$22,712.02. Yslas MFA Decl. at ¶ 22, Exhibit 2. Since Class
14 Counsel's costs do not meet the maximum of \$25,000.00, the remaining \$2,287.98 will revert
15 to the Net Settlement Amount. *Id.* These costs were reasonable and necessary to prosecute this
16 case and obtain the results achieved. *Id.*

17 **V. THE REQUESTED CLASS REPRESENTATIVE SERVICE PAYMENT IS**
18 **REASONABLE AND SHOULD BE APPROVED**

19 Plaintiff also requests that he be awarded a Class Representative Service Payment of
20 \$7,500.00 for his role in obtaining the Settlement. In evaluating a service payment, the Court
21 may consider: "(1) the risk, both financial and otherwise, the class representative faced in
22 bringing the suit; (2) the notoriety and personal difficulties encountered by the class
23 representative; (3) the amount of time and effort spent by the class representative; (4) the
24 duration of the litigation; and (5) the personal benefit received by the class representative as a
25 result of the litigation." *Golba v. Dick's Sporting Goods, Inc.*, 238 Cal.App.4th 1251, 1272
26 (2015); *Clark v. American Residential Services, LLC*, 175 Cal.App.4th 785, 804 (2009).

27 Here, Plaintiff provided a declaration in support of Plaintiff's Motion for Preliminary
28 Approval of Class Action and PAGA Settlement and a declaration in support of Plaintiff's

1 Motion for Final Approval of Class Action and PAGA Settlement detailing the risk he faced in
2 bringing the suit, the notoriety and personal difficulties he encountered, the amount of time and
3 effort he spent on this litigation, the duration of this litigation, and the personal benefit he will
4 receive as a result of the litigation. *See generally* Declaration of Joseph Alberto Rodriguez in
5 Support of Plaintiff's Motion for Final Approval of Class Action and PAGA Settlement filed
6 concurrently herewith. Plaintiff should be adequately compensated for his role in obtaining in
7 this Settlement.

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

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

13 The Parties agreed to hire Apex as the Settlement Administrator in this case and the
14 Court approved this choice at preliminary approval. The Administrator's responsibilities
15 undertaken thus far, as well as those to be fulfilled following the granting of Final Approval of
16 the Settlement, include: (a) printing and mailing the Class Notice in English and Spanish; (b)
17 receiving and processing Requests for Exclusion; (c) resolving disputes among Settlement Class
18 Members regarding the number of workweeks; (d) calculating individual settlement award
19 amounts; (e) processing and mailing settlement award checks; (f) handling tax withholdings as
20 required by the Settlement and the law; (g) preparing, issuing and filing tax returns and other
21 applicable tax forms; (h) managing the distribution of any unclaimed funds; and (i) undertaking
22 additional tasks as mutually agreed upon by the Parties or as ordered by the Court for Apex to
23 perform. Nava Decl. at ¶ 3. The requested amount of \$8,990.00 for services rendered and to be
24 rendered is therefore fair and reasonable.

25 **VII. CONCLUSION**

26 Based on the foregoing, Class Counsel respectfully requests that the Court grant final
27 approval of the Class Action and PAGA Settlement, approve Class Counsel's attorneys' fees in
28 the amount of \$112,742.67 and reimbursement of litigation costs in the amount of \$22,712.02,

1 the Class Representative Service Payment in the amount of \$7,500.00, civil penalties under
2 PAGA in the amount of \$10,000.00, and settlement administration costs for Apex in the amount
3 of \$8,990.00.

4
5 Dated: June 26, 2026

WILSHIRE LAW FIRM, PLC

6
7 By: /s/ Courtney M. Miller

Courtney M. Miller

8 Attorneys for Plaintiff
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28