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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO - SBJC**

JASPER MARTINEZ, individually, and on
behalf of other members of the general public
similarly situated;

Plaintiff,

v.

INLAND STAFFING, INC., a California
corporation; 3 WAY THRIFT STORE, INC.,
a California corporation; and DOES 1 through
10, inclusive,

Defendants.

Case No.: CIVSB2428153

*[Assigned for all purposes to the Hon.
Nicole Quintana Winter, Dept. S29]*

**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: September 23, 2026

Time: 9:00 a.m.

Dept.: S29

Complaint Filed: September 16, 2024

FAC Filed: October 18, 2024

Trial Date: None Set

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

2 **PLEASE TAKE NOTICE** that on September 23, 2026, at 9:00 a.m., or as soon thereafter
3 as the matter may be heard in Department S29 of the above-captioned court, located at 247 West
4 Third Street, San Bernardino, CA 92415, Plaintiff Jasper Martinez ("Plaintiff") will and hereby
5 does move this Court for an Order:

- 6 1. Granting final approval of the proposed Settlement;
7 2. Approving Class Counsel attorneys' fees in the amount of \$75,000.00 and
8 reimbursement of litigation costs in the amount of \$22,600.35;
9 3. Approving a Class Representative Service Payment in the amount of \$10,000.00;
10 4. Approving Administration Costs in the amount of \$16,750.00 to Phoenix
11 Settlement Administrators ("Phoenix") for administering the Settlement; and
12 5. Approving PAGA Penalties in the amount of \$11,250.00 to settle claims under
13 the Private Attorneys General Act ("PAGA"), Lab. Code § 2698, *et seq.*, allocated
14 65% (\$7,312.50) to the Labor and Workforce Development Agency, and 35%
15 (\$3,937.50) to Aggrieved Employees, distributed pro rata based on the number of
16 pay periods worked during the PAGA Period.

17 This Motion is based on this Notice of Motion, Memorandum of Points and Authorities,
18 the Declarations of Tyler J. Woods and Mayra Gonzalez, and on all records and documents on
19 file, together with such oral and documentary evidence that may be presented at the hearing on
20 this matter.

21
22 Dated: August 26, 2026

WILSHIRE LAW FIRM, PLC

23
24 By: 

25 Tyler J. Woods
26 James Yoo
27 Heriberto Ponce
28 Ruby Carrera
Karen L. Wallace

Attorneys for Plaintiff

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I. INTRODUCTION

Plaintiff Jasper Martinez (“Plaintiff”) seeks final approval of a common fund, non-reversionary Settlement with Defendants Inland Staffing, Inc. and 3 Way Thrift Store, Inc. (“Defendants”) and the Parties’ Class Action and PAGA Settlement Agreement (“Agreement”). Subject to Court approval, the Agreement provides that the following payments will be deducted from the Gross Settlement Amount (“GSA”) of \$225,000.00:

1. A Class Counsel Fees Payment of \$75,000.00 (one-third (1/3) of the GSA);
2. A Class Counsel Litigation Expenses Payment of \$22,600.35;
3. A Class Representative Service Payment of \$10,000.00;
4. Administration Costs of \$16,750.00; and
5. PAGA Penalties of \$11,250.00 to settle claims under the Private Attorneys General Act (“PAGA”), Lab. Code § 2698, *et seq.*, allocated 65% (\$7,312.50) to the California Labor and Workforce Development Agency (“LWDA) and 35% (\$3,937.50) to Aggrieved Employees, distributed pro rata based on the number of pay periods worked during the period from June 20, 2023, through September 6, 2025 (“PAGA Period”). *See* Declaration of Conor J.D. Gomez In Support of Plaintiff’s Motion for Preliminary Approval, filed March 13, 2026 (“Gomez Decl.”) ¶ 26; *see also* Declaration of Mayra Gonzalez, (“Gonzalez Decl.”) ¶ 15.

After these payments are deducted, the remainder (the “Net Settlement Amount”) will be distributed to 1,828 Participating Class Members based on the number of weeks worked during the Class Period. Gomez Decl. ¶¶ 26, 27; Gonzalez Decl. ¶ 11.

The proposed Settlement, the product of diligent litigation, adversarial, arm’s length negotiations, and informal discovery, is a fair, adequate, and reasonable result for the Class. By resolving this matter now, Class Members will receive a guaranteed recovery without risk of nonpayment, delay, or an adverse judgment at trial. Gomez Decl. ¶ 23.

As of the time of filing, there have been no objections to or requests for exclusion from the Settlement and no workweek disputes. Gonzalez Decl. ¶¶ 8-10. The highest estimated Individual Class Payment is \$821.90, the lowest is \$3.17, and the average Individual Class Payment to Participating Class Members is \$48.91. Gonzalez Decl. ¶ 14. The highest estimated

1 Individual PAGA Payment is \$39.81, the lowest is \$0.34, and the average Individual PAGA
2 Payment to Aggrieved Employees is \$7.69. *Id.* ¶ 15. In light of the favorable response from the
3 Class, and the facts and law set forth below and in the Motion for Preliminary Approval, Plaintiff
4 respectfully requests that the Court enter an Order: 1) granting final approval of the Settlement;
5 2) entering final judgment; 3) directing distribution of Individual Class Payments to
6 Participating Class Members; and (4) approving the Class Counsel Fees Payment, Class Counsel
7 Litigation Expenses Payment, Class Representative Service Payment, Administration Expenses
8 Payment, and PAGA Penalties.

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

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

17 The Settlement satisfies all these criteria.

18 **A. A Presumption of Fairness Exists**

19 A presumption of fairness exists where 1) the settlement is reached through arm’s length
20 bargaining, 2) investigation is sufficient to allow counsel and the court to act intelligently, 3)
21 counsel is experienced in similar litigation, and 4) the percentage of objectors is small. *Id.* at
22 1802.

23 At preliminary approval, Plaintiff presented evidence that this Settlement was reached
24 through adversarial, arm’s length bargaining with the assistance of an experienced mediator.
25 Plaintiff also presented evidence of a thorough investigation, including through informal
26 discovery and analysis of Class Members’ time data and payroll records and Defendant’s
27 relevant policy documents, sufficient to allow counsel and the Court to act intelligently. *See*
28 *Gomez Decl.* ¶¶ 5-6, 7, 14-27. Class Counsel also presented evidence of their extensive

1 experience in similar complex litigation. *Id.* ¶¶ 37-55. Finally, as of the filing of this Motion,
2 no opt outs, objections, or workweek disputes have been received. Gonzalez Decl. ¶¶ 8-10.
3 Accordingly, the Settlement is entitled to a presumption of fairness.

4 **B. The Risks of Further Litigation**

5 The test for approval of a class action settlement “is not the maximum amount plaintiffs
6 might have obtained at trial on the complaint, but rather whether the settlement is reasonable
7 under all of the circumstances.” *Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224,
8 250, *disapproved of on other grounds by Hernandez v. Restoration Hardware, Inc.*, (2018)4
9 Cal.5th 260, 269-270; *see also 7-Eleven Owners for Fair Franchising v. Southland Corp.* (2000)
10 85 Cal.App.4th 1135, 1150 (“the merits of the underlying class claims are not a basis for
11 upsetting the settlement of a class action; the operative word is ‘settlement.’”). Relevant
12 circumstances include the strengths and weaknesses of the plaintiffs’ claims and the risks they
13 faced in litigation. *7-Eleven*, 85 Cal.App.4th at 1146.

14 Here, for purposes of preliminary approval, Plaintiff presented information regarding the
15 composition of the Class and the estimated maximum and realistic values of each alleged claim.
16 Gomez Decl. ¶¶ 17-23. Plaintiff submits that the factual record is sufficiently developed to allow
17 the Court to conclude “that the consideration being received for the release of the class
18 members’ claims is reasonable in light of the strengths and weaknesses of the claims and the
19 risks of the particular litigation.” *Munoz v. BCI Coca-Cola Bottling Co. of Los Angeles* (2010)
20 186 Cal.App.4th 399, 410.

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

22 The Settlement provides for a Gross Settlement Amount of \$225,000.00, from which the
23 Administrator will pay Class Counsel’s attorneys’ fees and litigation costs, the Class
24 Representative Service Payment, Administration Costs incurred by Phoenix Settlement
25 Administrators (“Phoenix” or the “Administrator”) for administering the Class Notice and
26 settlement funds, and PAGA Penalties in the amount of \$11,250, allocated 65% to the LWDA
27 and 35% to Aggrieved Employees. Gonzalez Decl. ¶¶ 13, 15. The remaining Net Settlement
28 Amount, estimated at \$89,399.65, will be distributed on a pro rata basis as Individual Class

1 Payments to 1,828 Participating Class Members according to the number of Workweeks they
2 worked for Defendants in California during the Class Period. *Id.* ¶ 13; *see also* Agreement §
3 3.2.4.

4 Having reviewed the Class Data produced by Defendant, the Administrator confirmed a
5 total of 28,172 Workweeks in the Class Period. Gonzalez Decl. ¶ 12. Accordingly, the estimated
6 average Individual Class Payment for Participating Class Members is \$48.91 (Sec. I, *supra*). *Id.*
7 ¶ 14. Weighing the potential value of the class claims against the risk and expense of further
8 litigation through trial, the Settlement provides substantial relief. *See, e.g.*, Gomez Decl. ¶¶ 17-
9 23.

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

11 Class Counsel’s investigation of the alleged claims, potential defenses, and applicable
12 law was sufficient to allow Class Counsel to act intelligently. Specifically, Class Counsel
13 assessed the value of the claims using data and documents provided by Defendants in informal
14 discovery, including policy documents and timekeeping and payroll records. *See* Gomez Decl.
15 ¶¶ 14, 15. Following Class Counsel’s analysis of all available information, the Parties attended
16 mediation on March 3, 2025, with Daniel Turner, Esq., an experienced mediator. *Id.* ¶ 7.
17 Extensive and adversarial arm’s length negotiations resulted in the Settlement, memorialized in
18 the Agreement that was fully executed on January 30, 2026. *Id.* ¶ 8, Ex. 1.

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

20 Plaintiff is represented by Wilshire Law Firm, PLC. Declaration of Tyler J. Woods in
21 Support of Motion for Final Approval (“Woods Decl.”) ¶ 3. Class Counsel prosecutes wage and
22 hour cases, including class and representative actions. *Id.* ¶¶ 4, 5. regularly prosecute wage and
23 hour cases, including class and representative actions and have successfully resolved many
24 cases involving claims like those at issue here. *Id.* ¶¶ 4-17. In the instant matter, Class Counsel
25 have negotiated a settlement that they believe is fair, adequate, and reasonable based on their
26 extensive experience in this practice area. *Id.* ¶ 29.

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

28 The LWDA has received the required notice of this Settlement. On June 20, 2024,

1 Plaintiff provided notice to the LWDA of the specific provisions of the Labor Code alleged to
2 have been violated, including the facts and theories in support. Gomez Decl. ¶ 4. Plaintiff sent
3 an amended notice to Defendants and the LWDA on September 16, 2024. *Id.*

4 The Settlement provides for the payment of \$11,250.00 in civil penalties, 65% of which
5 (\$7,312.50) will be paid to the LWDA, and 35% of which (\$3,937.50) will be paid to Aggrieved
6 Employees based on the number of pay periods worked during the PAGA Period. *See* Gonzalez
7 Decl. ¶ 16; *see also* Agreement §§ 1.35, 3.2.5, 3.2.5.1. Plaintiff submitted a copy of the
8 Agreement to the LWDA on March 13, 2026. Gomez Decl. ¶ 9. The LWDA has not responded
9 or objected to the Settlement. Woods Decl. ¶ 31.

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

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

14 When it granted preliminary approval, the Court also approved the method of providing
15 notice to Class Members. On May 19, 2026, following a search of the National Change of
16 Address database, Phoenix mailed the Class Notice to all Class Members. Gonzalez Decl. ¶¶ 4,
17 5. The Class Notice informed Class Members of the terms of the Settlement, the amount of their
18 Individual Class Payments and/or Individual PAGA Payments and how those amounts were
19 calculated, their right to participate in, opt out of, or object to the Settlement or dispute the
20 amount of their Individual Class and/or PAGA Payments, the procedures and deadlines to
21 submit an opt out, objection, or dispute, and the date, time, and place of the hearing on Plaintiff's
22 Motion for Final Approval and how to appear at the hearing. *Id.* ¶ 5, Ex. A. To date, in response
23 to the Class Notice, Phoenix has received no requests for exclusion, no objections, and no
24 disputes from Class Members. *Id.* ¶¶ 8-10.

25 Class Members' reaction to the Settlement has been overwhelmingly favorable, which
26 further supports final approval.

27 ///

28 ///

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

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

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

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

19 The percentage-of-recovery method should be used to approve the requested attorneys’
20 fees here, as Class Counsel’s requested fee award of one third (1/3) of the GSA (\$75,000) is
21 consistent with the average fee award in class actions. *See, e.g., Roos v. Honeywell Int’l, Inc.*
22 (2015) 241 Cal.App.4th 1472 (fee award of 37.5% was not an abuse of discretion), *disapproved*
23 *of on other grounds by Hernandez v. Restoration Hardware, Inc.* (2018) 4 Cal.5th 260, 287;
24 *Wren v. RGIS Inventory Specialists*, No. C-06-05778 JCS, 2011 WL 1230826, at *29 (N.D. Cal.
25 Apr. 1, 2011) (approving fee award of 42%); *Singer v. Becton Dickinson and Co.*, No. 08-CV-
26 821-IEG, 2010 WL 2196104, at *8 (S.D. Cal. June 1, 2010) (approving fee award of one-third
27 and noting that the typical fees awarded in wage and hour class action cases ranges from 33.33%
28 to 40%).

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

2 Although *Laffitte* makes clear that a lodestar cross-check is not required, Class Counsel’s
3 lodestar supports the reasonableness of the requested fees. The lodestar is determined by
4 multiplying the number of hours reasonably expended by the reasonable hourly rate. *PLCM*
5 *Group, Inc. v. Drexler* (2000) 22 Cal.4th 1084, 1095. The lodestar may be adjusted, based on
6 factors specific to the case, to fix the fee at fair market value for the legal services provided. *Id.*
7 Such factors include “the nature of the litigation, its difficulty, the amount involved, the skill
8 required in its handling, the skill employed, the attention given, the success or failure, and other
9 circumstances in the case.” *Melnyk v. Robledo* (1976) 64 Cal.App.3d 618, 623-624 (citations
10 omitted). Courts also use “multipliers” to account for the risk of taking on cases where there is
11 no guarantee of recovery, uncertainty as to the amount that will be recovered, uncertainty as to
12 the cost of litigating the case (both in effort and expenses), and uncertainty about how long
13 before the recovery can be obtained. *See, e.g., Ketchum v. Moses* (2001) 24 Cal.4th 1122, 1132-
14 33 (approving the adjustment of the lodestar to ensure fair market value for legal services
15 provided on a contingency basis); *see also Serrano v. Priest* (1977) 20 Cal. 3d 25, 48-49 (same).
16 Multipliers are particularly appropriate where the case is brought to redress important rights of
17 vulnerable persons. *Ketchum*, 24 Cal.4th at 1133.

18 Generally, “[m]ultipliers can range from 2 to 4 or even higher.” *Wershba*, 91 Cal.App.4th
19 at 255; *see also Sutter Health Uninsured Pricing Cases* (2009) 171 Cal.App.4th 495, 512
20 (applying a 2.52 multiplier on a cross-check in an antitrust class action); *Chavez v. Netflix, Inc.*
21 (2008) 162 Cal.App.4th 43, 60 (applying a 2.5 multiplier on a lodestar cross-check); *Vizcaino*
22 *v. Microsoft Corp.*, 290 F.3d 1043, 1051 n.6 (9th Cir. 2002) (“most” common fund cases apply
23 a multiplier of 1.0-4.0); *Laffitte v. Robert Half Internat. Inc.*, 180 Cal. Rptr. 3d 136, 151 (Ct.
24 App. 2014), *as modified* (Nov. 21, 2014), *review granted and opinion superseded sub nom.*
25 *Laffitte v. Robert Half Int’l*, 342 P.3d 1232 (Cal. 2015), *and aff’d*, 1 Cal. 5th 480 (2016)
26 (affirming a 2.13 multiplier after finding that “[m]ultipliers can range from 2 to 4 or even
27 higher.”) (citation omitted).

28 The total hours Class Counsel expended on this action were reasonable and in line with

comparable cases. While it is not necessary here to substantiate the fee award with a lodestar, it should be noted that Class Counsel spent approximately 157.95 hours prosecuting this action, which were divided among the attorneys working on this case according to skill level. Woods Decl. ¶¶ 25, 26. Multiplying the total hours expended by Class Counsel by their reasonable hourly rates yields a lodestar of \$125,282.50. *Id.* ¶ 25. This amount surpasses the requested fee award of \$75,000, resulting in a negative multiplier. *Id.* ¶ 26. Class Counsel dedicated significant resources to this case by dividing the tasks required according to skill level, and the lodestar does not include the time Class Counsel will spend at the Final Approval Hearing and assisting the Administrator following final approval. *Id.* The hours expended by each attorney were not duplicative and reflect the extensive investigation and analysis that was required to achieve this Settlement, which time could have been spent on other potentially lucrative cases, and Class Counsel's lodestar reflects the efficiencies achieved by attorneys experienced in this field. *Id.* Moreover, while Plaintiff is confident in the merits of his claims, a legitimate controversy exists as to each cause of action, posing an actual risk that Plaintiff may not succeed at class certification and/or trial. *Id.* ¶ 27. Any of these obstacles could have precluded recovery, meaning Class Counsel would have been left with no compensation for the time and money invested in litigating this case. Despite these risks, Class Counsel took this case on a contingency basis to recover compensation for Class Members (a particularly vulnerable group of hourly paid workers). Consequently, Class Counsel was prevented from focusing on, or taking on, other cases that could have resulted in greater, and less risky, monetary gain. *Id.*

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

Class Counsel's hourly rates are comparable to those charged by other class action plaintiffs' counsel and the firms defending class actions and are well within the range of hourly rates that the Los Angeles legal marketplace would compensate counsel for similar services accomplishing similar results. Woods Decl. ¶ 18. For example, in *Bronshteyn v. State of California*, Los Angeles County Superior Ct. No. 19SMCV00057, Order Granting Plaintiff's Motion for Statutory Attorneys' Fees and Costs filed March 30, 2023, an employment action brought by two

1 small law firms (Levy, Vinick, Burrell & Hyams LLP and Law Offices of Wendy Musell), the
2 court found that counsel's 2022 hourly rates of \$1,100 and \$1,000 per hour were reasonable for
3 the plaintiff's five senior attorneys, including \$1,000 per hour for the plaintiff's 23-year lead
4 counsel and \$850 per hour for a senior associate. *Id.* These rates were then augmented by a 1.75
5 lodestar multiplier and affirmed by the California Court of Appeals. *Id.* The rates (and multiplier)
6 requested here are well in line with those found reasonable in *Bronshteyn*. In *Tran v. Golden State*
7 *FC LLC, et al.* (LASC Case No. BC699931), Fee Order filed 4/8/2022, the court found hourly rates
8 of \$1,300 per hour reasonable for plaintiff's 32-year attorney and \$1,000 per hour reasonable for
9 a 14-year attorney. The negative multiplier here is even more compelling given Class Counsel
10 represents approximately 1,828 Class Members. *Id.* ¶ 19. Class Counsel have also been approved
11 as class counsel by courts in California. Woods Decl. ¶ 20.

12 Likewise, Class Counsel's hourly rates are reasonable when compared to rates charged within
13 the relevant legal marketplace. Woods Decl. ¶¶ 21-22, Exs. 1, 2. In light of the foregoing and
14 considered against the risks of continued litigation and the importance of advocating for employment
15 rights and a speedy recovery, the relief provided under the Settlement represents a strong result for
16 Class Members and Aggrieved Employees. Accordingly, Class Counsel respectfully requests the
17 Court approve their \$75,000.00 fee request.

18 **IV. THE REQUESTED LITIGATION EXPENSES PAYMENT IS REASONABLE**

19 The Settlement permits Class Counsel to seek reimbursement of litigation costs in an
20 amount up to \$25,000.00. The actual costs incurred are \$22,300.35, and Class Counsel
21 anticipates incurring an additional \$300.00 in fees for filing and service, for a total of
22 \$22,600.35 in costs. Woods Decl. ¶ 28, Ex. 3. These costs were reasonable and necessary to
23 prosecute this case and obtain the results achieved. Moreover, Class Counsel's costs are less
24 than the maximum of \$25,000.00 requested, and the remaining \$2,399.65 will revert to the Net
25 Settlement Amount for distribution to Participating Class Members. *Id.*

26 **V. THE REQUESTED CLASS REPRESENTATIVE SERVICE PAYMENT IS** 27 **REASONABLE**

28 Plaintiff also requests that he be awarded a Class Representative Service Payment of

1 \$10,000.00 for his role in obtaining the Settlement. In evaluating a service award, the Court
2 may consider: “(1) the risk, both financial and otherwise, the class representative faced in
3 bringing the suit; (2) the notoriety and personal difficulties encountered by the class
4 representative; (3) the amount of time and effort spent by the class representative; (4) the
5 duration of the litigation; and (5) the personal benefit received by the class representative as a
6 result of the litigation.” *Golba v. Dick’s Sporting Goods, Inc.* (2015) 238 Cal.App.4th 1251,
7 1272; *Clark v. American Residential Services, LLC* (2009) 175 Cal.App.4th 785, 80.

8 Here, Plaintiff provided a declaration in support of Plaintiff’s Motion for Preliminary
9 Approval detailing the reputational and financial risks he faced in bringing the suit, the amount
10 of time and effort he spent during the pendency of this litigation, and the personal benefit he
11 will receive as a result of the litigation. *See generally* Declaration of Jasper Martinez, filed
12 March 13, 2026. Plaintiff deserves adequate compensation for his role in obtaining this
13 Settlement on behalf of absent Class Members, especially since no Class Member objected to
14 the award requested. The award is thus reasonable in light of the substantial benefits conferred
15 upon the Class as a result of Plaintiff’s efforts. Woods Decl. ¶ 30.

16 **VI. THE ADMINISTRATION EXPENSES ARE REASONABLE**

17 The Parties agreed to hire Phoenix as the Administrator in this case, which choice the
18 Court preliminarily approved. The Administrator was responsible for: (i) preparing, translating,
19 printing, and mailing the Class Notice; (ii) responding to inquiries from Class Members; (iii)
20 calculating the number of weeks each Class Member worked during the Class Period and the
21 number of pay periods that each Aggrieved Employee worked during the PAGA Period; (iv)
22 determining the validity of any Request for Exclusion, written objections to the Class Settlement
23 (“Objections”), and/or dispute regarding the number of Workweeks submitted by Class
24 Members; (v) calculating the Net Settlement Amount and the Individual Class Payments to
25 Class Members; (vi) calculating and issuing the Individual Class Payments and distributing
26 them to Participating Class Members and Individual PAGA Payments to Aggrieved Employees;
27 (vii) issuing the payment to Class Counsel for attorneys’ fees and costs, the Class Representative
28 Service Payment to Class Representative, and the employer/employee payroll taxes to the

1 appropriate taxing authorities; and (viii) such other tasks as set forth in the Agreement or as the
2 Parties mutually agree or as the Court orders. Gonzalez Decl. ¶ 2. The requested amount of
3 \$16,750.00 for services rendered and to be rendered is therefore fair and reasonable.

4 **VII. CONCLUSION**

5 Based on the foregoing, Class Counsel respectfully requests that the Court grant final
6 approval of the Class Action and PAGA Settlement, approve Class Counsel's attorneys' fees in
7 the amount of \$75,000.00 and reimbursement of litigation costs in the amount of \$22,600.35,
8 the Class Representative Service Payment in the amount of \$10,000.00, PAGA Penalties in the
9 amount of \$11,250.00, and Administration expenses for Phoenix in the amount of \$16,750.00.

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11 Dated: August 26, 2026

WILSHIRE LAW FIRM, PLC

12
13 By:  _____

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15 James Yoo

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