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10  
11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
12 **FOR THE COUNTY OF LOS ANGELES**

13 PATRICIA NAVARRETE, an individual, on  
14 behalf of herself and others similarly situated,

15 Plaintiff,

16 vs.

17 ARROYO VISTA FAMILY HEALTH  
18 FOUNDATION, a California nonprofit  
corporation; and DOES 1 through 10, inclusive,

19 Defendants.  
20  
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22  
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Case No.: 24STCV18934  
(Consolidated with Case No.  
25STCV07589)

Assigned for all purposes to:  
Hon. Elihu M. Berle  
Dept. 6

**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 18, 2026

Time: 9:00 a.m.

Dept.: 6

Action Filed: July 30, 2024

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

2 **PLEASE TAKE NOTICE** that on September 18, 2026, at 9:00 a.m., or as soon thereafter  
3 as the matter may be heard in Department 6 of the Superior Court of California, County of Los  
4 Angeles, located at 312 North Spring Street, Los Angeles, CA 90012, Plaintiff Patricia Navarrete  
5 (“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 \$250,000.00 and  
8 reimbursement of litigation costs in the amount of \$22,560.04;
- 9 3. Awarding Plaintiff a Class Representative Service Payment in the amount of  
10 \$10,000.00;
- 11 4. Awarding \$7,690.00 to Apex Class Action, LLC (“Apex”) for its settlement  
12 administration expenses; and
- 13 5. Approving allocation of \$15,000.00 as civil penalties under the Labor Code  
14 Private Attorneys General Act of 2004 (“PAGA”), 65% of which (\$9,750.00) will  
15 be paid to the California Labor and Workforce Development Agency, and 35% of  
16 which (\$5,250.00) 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 Norma Ayala ("Ayala Declaration"), the  
20 Declaration of Patricia Navarrete, and on all records and documents on file, together with such  
21 oral and documentary evidence that may be presented at the hearing on this matter.

22  
23 Dated: July 15, 2026

**WILSHIRE LAW FIRM, PLC**

24 By: 

25 Lucy H. Nguyen  
26 Attorneys for Plaintiff  
27  
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1     **I.     INTRODUCTION**

2             Plaintiff Patricia Navarrete (“Plaintiff”) seeks final approval of a non-reversionary Gross  
3     Settlement Amount of \$750,000.00. The Settlement Agreement (“Settlement”) provides that the  
4     deductions will be made from the Gross Settlement Amount as follows:

- 5             1.     Attorneys’ fees up to one third (1/3) of the Gross Settlement Amount;
- 6             2.     Litigation costs up to \$25,000.00;
- 7             3.     A Class Representative Service Payment up to \$10,000.00;
- 8             4.     Settlement administration expenses up to \$10,000.00; and
- 9             5.     Civil penalties in the amount of \$15,000.00 for claims under the Labor Code
- 10     Private Attorneys General Act of 2004 (“PAGA”), 65% of which (\$9,750.00) will be paid to the
- 11     California Labor and Workforce Development Agency (“LWDA), and 35% of which
- 12     (\$5,250.00) will be distributed to Aggrieved Employees based on the number of pay periods
- 13     worked during the PAGA Period. *See* Settlement §§ 3.2.5, 3.2.5.1; *see also* Declaration of
- 14     Norma Ayala ("Ayala Decl.") at ¶ 17.

15             After all deductions are made, the Net Settlement Amount will be distributed to 311

16     Class Members as of the filing of this Motion for Final Approval of Class Action and PAGA

17     Settlement (the “Motion”) (“Participating Class Members” or “Settlement Class Member”)

18     based on the number of weeks worked during the Class Period. Ayala Decl. at ¶¶ 14-15.

19             The proposed Settlement is a product of diligent efforts, litigation, arm’s length

20     negotiations, and informal discovery that resulted in the best possible outcome for the Class. By

21     resolving this matter now, Class Members will receive a guaranteed recovery without risk of

22     nonpayment, delay, or an adverse judgment at trial.

23             As of the filing of this Motion, there have been no objections to the Settlement and no

24     requests for exclusion. Ayala Decl. at ¶¶ 11-14. Participating Class Members will receive an

25     estimated average Individual Class Payment of \$1,430.06, with the highest estimated Individual

26     Class Payment being \$3,304.06. Ayala Decl. at ¶ 16. Aggrieved Employees will receive an

27     estimated average Individual PAGA Payment of \$27.78, with the highest estimated Individual

28     PAGA Payment being \$37.43. Ayala Decl. at ¶¶ 17-18. In light of the favorable response from

1 the Class, and the facts and law set forth below as well as in the motion for preliminary approval,  
2 Plaintiff respectfully requests that the Court now enter an Order: (1) granting final approval of  
3 the Settlement; (2) entering final judgment; (3) requiring distribution of individual settlement  
4 shares to participating Class Members; and (4) approving payments for Class Counsel Fees,  
5 Class Counsel Expenses, the Class Representative Service Payment, the Settlement  
6 Administrator's costs, and civil penalties under PAGA.

## 7 **II. THE SETTLEMENT MERITS FINAL APPROVAL**

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

### 17 **A. A Presumption of Fairness Exists**

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

23 At preliminary approval, Plaintiff presented evidence that this Settlement is entitled to a  
24 presumption of fairness because: (1) it was reached through arm's length bargaining with the  
25 assistance of an experienced mediator; (2) Plaintiff conducted a thorough investigation through  
26 informal discovery and an analysis of Class Members' time data and payroll records and policy  
27 documents pertaining to Plaintiff's claims; and (3) Class Counsel is experienced in similar  
28 litigation. *See* Declaration of John G. Yslas in Support of Motion for Preliminary Approval of

1 Class Action and PAGA Settlement (“Yslas MPA Decl.”) filed October 17, 2025, at ¶¶ 5, 8, 18-  
2 33. As of the filing of this Motion, no Class Members have opted out and none have objected.  
3 See Ayala Decl. at ¶¶ 11-14. Therefore, the Court can confidently conclude that a presumption  
4 of fairness exists.

5 **B. The Strength of Plaintiff’s Claims, and the Risks, Expense, Complexity, and**  
6 **Likely Duration of Further Litigation as a Class Action Through Trial**

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

17 Here, Plaintiff presented sufficient information at preliminary approval regarding the  
18 number of Class Members and an estimate of the maximum value of each of the claims alleged.  
19 See Yslas MPA Decl. at ¶¶ 9-17. Plaintiff has also described in detail the risks the Class faced  
20 in litigation and the strengths and weaknesses of each of the claims. See *id.* Defendant denied  
21 Plaintiff’s allegations, and Plaintiff noted potential difficulties in obtaining class certification  
22 and succeeding on the merits at trial. See *id.* The factual record here is sufficiently developed  
23 to allow the Court to independently satisfy itself “that the consideration being received for the  
24 release of the class members’ claims is reasonable in light of the strengths and weaknesses of  
25 the claims and the risks of the particular litigation.” *Munoz v. BCI Coca-Cola Bottling Co. of*  
26 *Los Angeles*, 186 Cal.App.4th 399, 410 (2010).

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

28 The Settlement provides for a \$750,000.00 Gross Settlement Amount (“GSA”) to be

distributed among the 311 Class Members who did not opt out as of the date of this filing. Ayala Decl. at ¶¶ 11, 14. The GSA will be used to pay Class Counsel’s attorneys’ fees and litigation costs, Plaintiff’s Class Representative Service Payment, and the fees and expenses of Apex Class Action, LLC (“Apex”) for its administration of the Class Notice and settlement funds. *Id.* at ¶¶ 15, 19. The Settlement also allocates \$15,000.00 from the GSA to civil penalties under PAGA. *See* Settlement Agreement § 3.2.5; *see also* Ayala Decl. at ¶ 17. After all deductions are made, the Net Settlement Amount available to Participating Class Members for their Individual Class Payments is estimated to be \$444,749.96, which will be distributed to Participating Class Members according to the number of Workweeks they worked for Defendant during the Class Period. *See* Ayala Decl. at ¶ 15; Settlement Agreement at § 3.2.4.

The Settlement Administrator has calculated a total of 37,017 Workweeks in the Class Period. Ayala Decl. at ¶ 15. As a result, the estimated average Individual Class Payment for Participating Class Members is \$1,430.06, and the highest estimated Individual Class Payment for Participating Class Members is \$3,304.06. *Id.* at ¶ 16. Weighing the potential value of the class claims against the risk and expense of trial, the Settlement provides substantial relief in light of the potential risks associated with seeking a class judgment.

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

Class Counsel sufficiently investigated the alleged claims, applicable law, and potential defenses. *See* Yslas MPA Decl. at ¶ 8. Specifically, Class Counsel assessed the value of the claims using data and documents provided by Defendant in informal discovery, which included policy documents and timekeeping and payroll records. *Id.* Following a complete analysis of this information, the Parties attended mediation on April 29, 2025, with an experienced mediator. *Id.* at ¶ 5. The Parties negotiated the terms of the Settlement over the next several months and finalized the terms of the Settlement on September 15, 2025. *Id.* at ¶ 6.

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

Plaintiff is represented by Wilshire Law Firm, PLC. Declaration of John G. Yslas in Support of Motion for Final Approval of Class Action and PAGA Settlement (“Yslas MFA Decl.”) at ¶ 3. Class Counsel prosecutes wage and hour cases, including class and representative



actions. *Id.* at ¶¶ 4, 5. Class Counsel has litigated many wage and hour cases and has successfully resolved cases involving similar issues presented in this matter. *Id.* at ¶¶ 4-16. Class Counsel has negotiated a settlement here that they believe is fair, reasonable, and adequate based on Class Counsel's prior experience litigating these types of cases. *Id.* at ¶ 25.

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

The LWDA has received the required notice of this Settlement. On June 20, 2024, Plaintiff provided notice to the LWDA of the specific provisions of the Labor Code alleged to have been violated, including the facts and theories in support. Yslas MPA Decl. at ¶ 4. The Settlement provides for the payment of \$15,000.00 in civil penalties, 65% of which (\$9,750.00) will be paid to the LWDA, and 35% of which (\$5,250.00) will be paid to Aggrieved Employees based on the number of pay periods worked during the PAGA Period. *See* Ayala Decl. at ¶ 17; *see also* Settlement Agreement at §§ 3.2.5, 3.2.5.1. Plaintiff submitted a copy of the Settlement Agreement to the LWDA on October 17, 2025. Yslas MPA Decl. at ¶ 7, Exhibit 2. The LWDA has not responded to or objected to the Settlement. Yslas MFA Decl. at ¶ 26.

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

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

When the Court granted preliminary approval, it also approved the method of providing notice to Class Members. Following a search of the National Change of Address database, Apex mailed the Class Notice to all 311 Class Members on June 18, 2026. Ayala Decl. at ¶ 6-7. The Class Notice informed Class Members of the terms of the Settlement, the amount of their individual settlements and how those amounts were calculated, their right to either participate in the Settlement, opt out of it, object to it, or dispute the amount of their individual settlement payment, the procedures and deadlines to submit an opt out, objection, or dispute, and the date, time, and place of the hearing on Plaintiff's Motion for Final Approval and instructions to be heard at the hearing. *Id.* at ¶¶ 3, 7 & **Exhibit A**. In response to the Class Notice, Apex has received no requests for exclusion from Class Members, no objections from any Class Members,

1 and no disputes from Class Members, as of the date of the filing of this Motion. *Id.* at ¶¶ 11-13.  
2 Class Members’ favorable response to the Settlement further supports final approval.

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

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

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

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

23 The requested fee award of one-third (1/3) of the Gross Settlement Amount is consistent  
24 with the average fee award in class actions. *See, e.g., Roos v. Honeywell Int’l, Inc.*, 241  
25 Cal.App.4th 1472 (2015) (fee award of 37.5% was not an abuse of discretion), disapproved of  
26 on other grounds by *Hernandez v. Restoration Hardware, Inc.*, 4 Cal.5th 260, 287 (2018); *Wren*  
27 *v. RGIS Inventory Specialists*, No. C-06-05778 JCS, 2011 WL 1230826, at \*29 (N.D. Cal. Apr.  
28 1, 2011) (approving fee award of 42%); *Singer v. Becton Dickinson and Co.*, No. 08-CV-821-

1 IEG, 2010 WL 2196104, at \*8 (S.D. Cal. June 1, 2010) (approving fee award of one-third and  
2 noting that the typical fees awarded in wage and hour class action cases ranges from 33.33% to  
3 40%). Therefore, the percentage-of-recovery method should be utilized to approve the requested  
4 fee.

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

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

23 Generally, "[m]ultipliers can range from 2 to 4 or even higher." *Wershba v. Apple*  
24 *Computers, Inc.*, 91 Cal.App.4th at p. 255 (2001); *see also Sutter Health Uninsured Pricing*  
25 *Cases*, 171 Cal. App. 4th 495, 512 (2009) (applying a 2.52 multiplier on a cross-check in an  
26 antitrust class action); *Chavez v. Netflix, Inc.*, 162 Cal. App. 4th 43, 60 (2008) (applying a 2.5  
27 multiplier on a lodestar cross-check); *Vizcaino v. Microsoft Corp.*, 290 F.3d 1043, 1051 n.6 (9th  
28 Cir. 2002) ("most" common fund cases apply a multiplier of 1.0-4.0); *Laffitte v. Robert Half*

1 *Int'l*, 231 Cal. App. 4th 860, 881-82 (2004) (affirming a 2.13 multiplier after finding that “2 to  
2 4” is a reasonable range for multipliers on a cross-check).

3 The total hours expended on this action by Class Counsel were reasonable and in line  
4 with comparable cases. While it is not necessary to substantiate the fee award with a lodestar in  
5 this Action, it should be noted that Class Counsel spent approximately 197.5 hours prosecuting  
6 this action, which were divided among the attorneys working on this case according to skill  
7 level. Yslas MFA Decl. ¶ 22. Multiplying the total hours expended by Class Counsel by their  
8 reasonable hourly rates yields a lodestar of \$207,525.00. *Id.* at ¶ 22. Because Class Counsel  
9 seeks attorneys’ fees of \$250,000.00, the requested fee reflects a modest 1.20 multiplier. *Id.* ¶  
10 23. This amount does not include the time Class Counsel will spend at the Final Approval  
11 Hearing and assisting the Settlement Administrator following final approval. *Id.* Class Counsel  
12 dedicated significant resources to this case by dividing the tasks required according to skill  
13 level. *Id.* The hours expended by each attorney were not duplicative and reflect the extensive  
14 investigation and analysis that was required to achieve this Settlement. This time could have  
15 been spent on other potentially lucrative cases. *Id.* Class Counsel’s lodestar reflects the  
16 efficiencies achieved by attorneys experienced in this field. *Id.* Moreover, Class Counsel has  
17 singularly assumed the risk and costs of litigation purely on a contingency basis. *Id.* And, while  
18 Plaintiff is confident in the merits of her claims, a legitimate controversy exists as to each cause  
19 of action, posing an actual risk that Plaintiff may not succeed at class certification and/or trial.  
20 *Id.* Any of these obstacles could have prevented recovery completely, meaning Class Counsel  
21 would have been left with no compensation for all the time and money invested in litigating this  
22 case. *Id.* Despite these risks, Class Counsel took this case on a contingency basis so that Class  
23 Members (a particularly vulnerable group of hourly paid workers) could be compensated for  
24 their unpaid wages. *Id.* Consequently, Class Counsel was precluded from focusing on, or taking  
25 on, other cases which could have resulted in a larger, and less risky, monetary gain. *Id.*

26 **C. Class Counsel’s Rates Are Similar to Those Approved by California Courts in**  
27 **Comparable Cases.**

28 Class Counsel’s hourly rates are comparable to those charged by other class action

1 plaintiffs' counsel and the firms defending class actions. Yslas MFA Decl. at ¶ 17. Class Counsel's  
2 rates are well within the range of hourly rates that the Los Angeles legal marketplace would  
3 compensate counsel for similar services accomplishing similar results. *Id.* For example, in  
4 *Bronshteyn v. State of California*, Los Angeles County Superior Ct. No. 19SMCV00057, Order  
5 Granting Plaintiff's Motion for Statutory Attorneys' Fees and Costs filed March 30, 2023, an  
6 employment action brought by two small law firms (Levy, Vinick, Burrell & Hyams LLP and Law  
7 Offices of Wendy Musell), the court found that counsel's 2022 hourly rates of \$1,100 and \$1,000  
8 per hour were reasonable for the plaintiff's five senior attorneys, including \$1,000 per hour for the  
9 plaintiff's 23-year lead counsel and \$850 per hour for a senior associate. *Id.* These rates were then  
10 augmented by a 1.75 lodestar multiplier and affirmed by the California Court of Appeals. *Id.* The  
11 rates (and multiplier) requested here are well in line with those found reasonable in *Bronshteyn*. In  
12 *Tran v. Golden State FC LLC, et al.* (LASC Case No. BC699931), Fee Order filed 4/8/2022, the  
13 court found hourly rates of \$1,300 per hour reasonable for plaintiff's 32-year attorney and \$1,000  
14 per hour reasonable for a 14-year attorney. *Id.* The multiplier here is even more compelling given  
15 Class Counsel represents approximately 311 Class Members. *Id.*

16 Class Counsel has also been approved as class counsel by courts in California. Yslas MFA  
17 Decl. at ¶ 18. *See, e.g., Matthew Veliz v. DrinkPak, LLC*, Los Angeles County Superior Court,  
18 Case No. 22STCV37384, *Ismael Villegas-Sanchez v. COE Orchard Equipment, Inc.*, Sutter  
19 County Superior Court, Case No. CVCS22-0002261; *Jessica Bronsal v. PTI Technologies Inc.*,  
20 Ventura County Superior Court, Case No. 202200570361CUOE; *Miguel A. Vigil Ruiz v. The De*  
21 *Ruosi Group, LLC*, San Joaquin County Superior Court, Case No. STK-CV-UOE-2022-8780;  
22 *Gutierrez v. Top Drawer Merch, LLC et al*, Los Angeles County Superior Court, Case No.  
23 23STCV04299; *Wing v. Road Machinery, LLC et al*, Kern County Superior Court, Case No. BCV-  
24 22-102896; *Hernandez v. SGPS Showrig Los Angeles, Inc.*, Los Angeles County Superior Court,  
25 Case No. 22STCV28155; *Azevedo v. Tulare Nursing & Rehabilitation Hospital, Inc.*, Tulare  
26 County Superior Court, Case No. VCU293325; *Haser v. Universal Chain of California, Inc.*,  
27 Sacramento County Superior Court, Case No. 34-2022-00332268; *Caldera v. Performance Online,*  
28 *Inc. et al*, Riverside County Superior Court, Case No. CVRI2306013; *Goosby v. CiminoCare, Inc.*,

1 Sacramento County Superior Court, Case No. 34-2022-00329033; *Rooks v. Hot Cakes Restaurant*  
2 *Group, Inc.*, San Joaquin County Superior Court, Case No. STK-CV-UOE-2022-11056; *Garcia v.*  
3 *Compassionate Heart*, Orange County Superior Court, Case No. 30-2022-01294409-CU-OE-  
4 CXC; *Parra v. Citrus Valley Management Services, Inc.*, Riverside County Superior Court, Case  
5 No. CVRI2301768; *Torres v. HomeShield Pest Control Inc.*, Placer County Superior Court, Case  
6 No. S-CV-0049525; *Cabrera v. Creekside Auto Group*, Santa Clara County Superior Court, Case  
7 No. 23CV415661; *Simpson v. Arcos*, Riverside Superior Court, Case No. CVRI2303337; *Payne v.*  
8 *Planned Parenthood: Shasta-Diablo, Inc.*, San Francisco County Superior Court, Case No. CGC-  
9 23-607359. *Id.* The total hours expended on this action are reasonable and in line with those  
10 expended in comparable cases. *Id.*

11 In cases in which Class Counsel has been approved as class counsel, California courts have  
12 approved rates similar to those requested by Class Counsel in the instant case. Yslas MFA Decl. at ¶  
13 19. *See, e.g., Rodolfo Ponce v. Youbar, Inc.*, Los Angeles County Superior Court, Case No.  
14 22STCV37519 (WLF's rates were approved as follows: John G. Yslas (\$1,500.00), Samantha A.  
15 Smith (\$1,000.00), Jeffrey C. Bils (\$850.00), Aram Boyadjian (\$600.00), Lisa B. Iturriaga (\$550.00),  
16 and Andrew Sandoval (\$500.00)); *Sabrina N. Batres v. Wish Automotive II, Inc. dba Infiniti of Van*  
17 *Nuys*, Los Angeles County Superior Court, Case No. 23STCV19968 (WLF's rates were approved as  
18 follows: John G. Yslas (\$1,500.00), Jeffrey C. Bils (\$850.00), Aram Boyadjian (\$600.00), Lisa B.  
19 Iturriaga (\$550.00), and Andrew Sandoval (\$500.00)); *Diandrea Correa et al. v. CareMeridian,*  
20 *LLC, et. al.*, Los Angeles County Superior Court, Case No. 23STCV10707 (WLF's rates were  
21 approved as follows: John G. Yslas (\$1,500.00), Samantha A. Smith (\$1,000.00), Jeffrey C. Bils  
22 (\$850.00), Fawn F. Bekam (\$800.00), Diego Aviles (\$800.00), Aram Boyadjian (\$600.00), Harry  
23 Erganyan (\$600.00), Lisa B. Iturriaga (\$550.00), and Andrew Sandoval (\$500.00)); *Carlos Santos*  
24 *Granados v. Sunny Hills Management Co., Inc.*, Los Angeles County Superior Court, Case No.  
25 23STCV02109 (WLF's rates were approved as follows: John G. Yslas (\$1,500.00), Samantha A.  
26 Smith (\$1,000.00), Jeffrey C. Bils (\$850.00), Diego Aviles (\$750.00), Courtney M. Miller (\$650.00),  
27 Aram Boyadjian (\$600.00), Harry Erganyan (\$600.00), Mariam Nazaretyan (\$550.00), Lisa B.  
28 Iturriaga (\$550.00), and Andrew Sandoval (\$500.00)); *Kayla Kurses v. Khanna Enterprises, Ltd.*

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

20 Likewise, Class Counsel's hourly rates are reasonable when compared to rates charged within  
21 the relevant legal marketplace. Yslas MFA Decl. ¶ 20, **Exhibit 1**. In light of the foregoing, and  
22 considered against the risks of continued litigation, and the importance of advocating for employment  
23 rights and a speedy recovery, the relief provided under the Settlement represents a very strong result  
24 for the Class Members and Aggrieved Employees. Class Counsel's fee request is fair and reasonable  
25 and should be approved. Accordingly, Class Counsel respectfully requests the Court approve their  
26 \$250,000.00 fee request.

1 **IV. THE REQUESTED LITIGATION EXPENSES PAYMENT IS REASONABLE**  
2 **AND SHOULD BE APPROVED**

3 The Settlement permits Class Counsel to seek reimbursement of litigation costs in an  
4 amount up to \$25,000.00. The actual costs incurred are \$22,560.04, therefore Class Counsel is  
5 seeking reimbursement of \$22,560.04. Yslas MFA Decl. at ¶ 24, **Exhibit 2**. Since Class  
6 Counsel's costs do not meet the maximum of \$25,000.00, the remaining \$2,439.96 will revert  
7 to the Net Settlement Amount. *Id.* These costs were reasonable and necessary to prosecute this  
8 case and obtain the results achieved. *Id.*

9 **V. THE REQUESTED CLASS REPRESENTATIVE SERVICE PAYMENT IS**  
10 **REASONABLE AND SHOULD BE APPROVED**

11 Plaintiff also requests that she be awarded a Class Representative Service payment of  
12 \$10,000.00 for her role in obtaining the Settlement. In evaluating a service payment, the Court  
13 may consider: "(1) the risk, both financial and otherwise, the class representative faced in  
14 bringing the suit; (2) the notoriety and personal difficulties encountered by the class  
15 representative; (3) the amount of time and effort spent by the class representative; (4) the  
16 duration of the litigation; and (5) the personal benefit received by the class representative as a  
17 result of the litigation." *Golba v. Dick's Sporting Goods, Inc.*, 238 Cal.App.4th 1251, 1272  
18 (2015); *Clark v. American Residential Services, LLC*, 175 Cal.App.4th 785, 804 (2009).

19 Here, Plaintiff provided a declaration in support of Plaintiff's Motion for Preliminary  
20 Approval of Class Action and PAGA Settlement and a declaration in support of Plaintiff's  
21 Motion for Final Approval of Class Action and PAGA Settlement detailing the risk she faced  
22 in bringing the suit, the notoriety and personal difficulties she encountered, the amount of time  
23 and effort she spent on this litigation, the duration of this litigation, and the personal benefit she  
24 will receive as a result of the litigation. *See generally* Declaration of Patricia Navarrete in  
25 Support of Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement  
26 filed on October 17, 2025, and Declaration of Plaintiff Patricia Navarrete in Support of  
27 Plaintiff's Motion for Final Approval of Class Action and PAGA Settlement filed concurrently  
28 herewith. Plaintiff should be adequately compensated for her role in obtaining this Settlement.



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

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

6           The Parties agreed to hire Apex as the Settlement Administrator in this case and the  
7 Court approved this choice at preliminary approval. The Settlement Administrator was  
8 responsible for (a) printing and mailing the *Court Approved Notice of Class Action and PAGA*  
9 *Settlement and Hearing Date for Final Court Approval*, in both English and Spanish  
10 (collectively referred to as “Class Notice”); (b) receiving and processing requests for exclusion;  
11 (c) resolving Class Members’ disputes over the number of workweeks Defendant has record of  
12 them working during the Class Period, which was pre-printed on their individualized Class  
13 Notice; (d) calculating individual settlement award amounts; (e) processing and mailing  
14 settlement award checks; (f) handling tax withholdings as required by the Settlement and the  
15 law; (g) preparing, issuing and filing tax returns and other applicable tax forms; (h) handling  
16 the distribution of any unclaimed funds pursuant to the terms of the Settlement; and (i)  
17 performing other tasks as the Parties mutually agree to and/or the Court orders Apex Class  
18 Action, LLC to perform. Ayala Decl. at ¶¶ 3, 19-20. The requested amount of \$7,690.00 for  
19 services rendered and to be rendered is therefore fair and reasonable.

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1 **VII. CONCLUSION**

2 Based on the foregoing, Class Counsel respectfully requests that the Court grant final  
3 approval of the Class Action and PAGA Settlement, approve Class Counsel's attorneys' fees in  
4 the amount of \$250,000.00 and reimbursement of litigation costs in the amount of \$22,560.04,  
5 the Class Representative Service Payment in the amount of \$10,000.00, civil penalties under  
6 PAGA in the amount of \$15,000.00, and settlement administration costs for Apex in the amount  
7 of \$7,690.00.

8  
9 Dated: July 15, 2026

**WILSHIRE LAW FIRM, PLC**

10  
11 By:   
12 Lucy H. Nguyen  
13 Attorneys for Plaintiff  
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