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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO**

BRANDON LEE SMITH, individually, and on
behalf of all others similarly situated,

Plaintiff,

vs.

SAN DIEGO COUNTRY ESTATES
ASSOCIATION; and DOES 1 through 10,
inclusive,

Defendants.

Case No.: 37-2024-00025729-CU-OE-CTL

*[Assigned for All Purposes to the Hon. Evan
P. Kirvin, Dept. C-69]*

**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: May 22, 2026

Time: 9:00 a.m.

Dept.: C-69

Action Filed: May 31, 2024

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

2 **PLEASE TAKE NOTICE** that on May 22, 2026, at 9:00 a.m., or as soon thereafter as
3 the matter may be heard in Department C-69 of the Superior Court of California, County of San
4 Diego, Hall of Justice located at 330 West Broadway, San Diego, California 92101, Plaintiff
5 Brandon Lee Smith (“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 \$300,000.00 and
8 reimbursement of litigation costs in the amount of \$20,000.00;
- 9 3. Awarding Plaintiff a Class Representative Service Payment in the amount of
10 \$10,000.00;
- 11 4. Awarding \$9,950.00 to ILYM Group Inc. for its settlement administration
12 expenses; and
- 13 5. Approving allocation of \$45,000.00 as civil penalties under the Labor Code
14 Private Attorneys General Act of 2004 (“PAGA”), 65% of which (\$29,250.00)
15 will be paid to the California Labor and Workforce Development Agency
16 (“LWDA”), and 35% of which (\$15,750.00) will be distributed to Aggrieved
17 Employees based on the 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 Nick Castro of ILYM Group Inc., the
20 Declaration of Brandon Lee Smith, 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 Respectfully submitted,

24 Dated: April 29, 2026

WILSHIRE LAW FIRM, PLC

25 By: /s/ Courtney M. Miller

26 Courtney M. Miller
27 Attorneys for Plaintiff
28

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1 **I. INTRODUCTION**

2 Plaintiff Brandon Lee Smith (“Plaintiff”) seeks final approval of a non-reversionary
3 Gross Settlement Amount of \$900,000.00. The Settlement Agreement (“Settlement”) provides
4 that 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 \$20,000.00;
- 7 3. A Class Representative Service Payment up to \$10,000.00;
- 8 4. Settlement administration expenses up to \$9,950.00; and
- 9 5. Civil penalties in the amount of \$40,000.00 for claims under the Labor Code
10 Private Attorneys General Act of 2004 (“PAGA”), 65% of which (\$29,250.00) will be paid to
11 the California Labor and Workforce Development Agency (“LWDA”), and 35% of which
12 (\$15,750.00) will be distributed to Aggrieved Employees based on the number of pay periods
13 worked during the PAGA Period. *See* Settlement § 3.2; *see also* Declaration of Nick Castro in
14 Support of Plaintiff’s Motion for Final Approval of Class Action and PAGA Settlement (“Castro
15 Decl.”) at ¶ 16.

16 After all deductions are made, the Net Settlement Amount will be distributed to 499
17 Class Members as of the filing of this Motion for Final Approval of Class Action and PAGA
18 Settlement (the “Motion”) (“Participating Class Members” or “Settlement Class Member”)
19 based on the number of weeks worked during the Class Period. Castro Decl. at ¶ 15.

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

24 As of the filing of this Motion, there have been no objections to the Settlement and no
25 requests for exclusion. Castro Decl. at ¶¶ 11, 12. Participating Class Members will receive an
26 estimated average Individual Class Payment of \$1,041.29, with the highest estimated Individual
27 Class Payment being \$2,825.07. Castro Decl. at ¶ 15. Aggrieved Employees will receive an
28 estimated average Individual PAGA Payment of \$51.98, with the highest estimated Individual

1 PAGA Payment being \$86.84. Castro Decl. at ¶ 16. In light of the favorable response from the
2 Class, and the facts and law set forth below as well as in the motion for preliminary approval,
3 Plaintiff respectfully requests that the Court now enter an Order: (1) granting final approval of
4 the Settlement; (2) entering final judgment; (3) requiring distribution of individual settlement
5 shares to participating Class Members; and (4) approving payments for Class Counsel Fees,
6 Class Counsel Expenses, the Class Representative Service Payment, the Settlement
7 Administrator’s costs, and civil penalties under PAGA.

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

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

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

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

24 At preliminary approval, Plaintiff presented evidence that this Settlement is entitled to a
25 presumption of fairness because: (1) it was reached through arm’s length bargaining with the
26 assistance of an experienced mediator; (2) Plaintiff conducted a thorough investigation through
27 informal discovery and an analysis of Class Members’ time data and payroll records and policy
28 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 (“Yslas MPA Decl.”) filed November 3, 2025, at ¶¶ 5-33, As of the filing of this Motion, no Class Members have opted out and none have objected. *See* Castro 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 plaintiffs’ 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 ¶¶ 11-20. 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).

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

2 The Settlement provides for a \$900,000.00 Gross Settlement Amount (“GSA”) to be
3 distributed among the 499 Class Members who did not opt out as of the date of this filing. Castro
4 Decl. at ¶¶ 15, 16. The GSA will be used to pay Class Counsel’s attorneys’ fees and litigation
5 costs, Plaintiff’s Class Representative Service Payment, and the fees and expenses of ILYM
6 Group Inc. for its administration of the Class Notice and settlement funds. *Id.* at ¶ 16. The
7 Settlement also allocates \$45,000.00 from the GSA to civil penalties under PAGA. *See*
8 Settlement Agreement at § 3.2.5. After all deductions are made, the portion of the Net
9 Settlement Amount available to Participating Class Members for their Individual Class
10 Payments is estimated to be \$517,521.31, which will be distributed to Participating Class
11 Members according to the number of Workweeks they worked for Defendant during the Class
12 Period. *See* Castro Decl. at ¶ 16; Settlement Agreement at § 3.2.4.

13 The Settlement Administrator has calculated a total of 46,530 Workweeks in the Class
14 Period. Castro Decl. at ¶ 15. As a result, the estimated average Individual Class Payment for
15 Participating Class Members is \$1,041.29, and the highest estimated Individual Class Payment
16 is \$2,825.07. *Id.* at ¶ 16.. Weighing the potential value of the class claims against the risk and
17 expense of trial, the Settlement provides substantial relief in light of the potential risks
18 associated with seeking a class judgment.

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

20 Class Counsel sufficiently investigated the alleged claims, applicable law, and potential
21 defenses. *See* Yslas MPA Decl. at ¶¶ 8-20. Specifically, Class Counsel assessed the value of the
22 claims using data and documents provided by Defendant in informal discovery, which included
23 policy documents and timekeeping and payroll records. *Id.* at ¶ 8. Following a complete analysis
24 of this information, the Parties attended mediation on April 8, 2025, with an experienced
25 mediator. *Id.* at ¶ 5. The Parties accepted a mediator’s proposal and finalized the terms of the
26 Settlement in October 2025. *Id.* at ¶ 6.

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

2 Plaintiff is represented by Wilshire Law Firm, PLC. Declaration of John G. Yslas in
3 Support of Motion for Final Approval of Class Action and PAGA Settlement (“Yslas MFA
4 Decl.”) at ¶ 3. Class Counsel prosecutes wage and hour cases, including class and representative
5 actions. *Id.* at ¶¶ 4, 5. Class Counsel has litigated many wage and hour cases and has successfully
6 resolved cases involving similar issues presented in this matter. *Id.* at ¶¶ 4-19. Class Counsel
7 has negotiated a settlement here that they believe is fair, reasonable, and adequate based on
8 Class Counsel’s prior experience litigating these types of cases. *Id.* at ¶ 22.

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

10 The LWDA has received the required notice of this Settlement. On June 20, 2024,
11 Plaintiff provided notice to the LWDA of the specific provisions the Labor Code alleged to have
12 been violated, including the facts and theories in support. Yslas MPA Decl. at ¶ 4. The
13 Settlement provides for the payment of \$45,000.00 in civil penalties, 65% of which (\$29,250.00)
14 will be paid to the LWDA, and 35% of which (\$15,750.00) will be paid to Aggrieved Employees
15 based on the number of pay periods worked during the PAGA Period. *See* Castro Decl. at ¶ 15;
16 *see also* Settlement Agreement at §§ 3.2.5, 3.2.5.1. Plaintiff submitted a copy of the Settlement
17 Agreement to the LWDA on October 8, 2025. Yslas MPA Decl. at ¶ 7, Exhibit 2. The LWDA
18 has not responded to or objected to the Settlement. Yslas MFA Decl. at ¶ 26.

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

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

23 When the Court granted preliminary approval, it also approved the method of providing
24 notice to Class Members. Following a search of the National Change of Address database,
25 ILYM Group Inc. mailed the Class Notice to 497 Class Members on February 9, 2026. Castro
26 Decl. at ¶¶ 6, 7. The Class Notice informed Class Members of the terms of the Settlement, the
27 amount of their individual settlements and how those amounts were calculated, their right to
28 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 ¶ 7 Exhibit A. In response to the Class Notice, ILYM Group Inc. has received no requests for exclusion from Class Members, no objections from any Class Members, and no disputes from Class Members, as of the date of the filing of this Motion. *Id.* at ¶¶ 11-13. Class Members’ favorable response to the Settlement further supports final approval.

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

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

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

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

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

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

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

28 ///

1 Generally, “[m]ultipliers can range from 2 to 4 or even higher.” *Wershba v. Apple*
2 *Computers, Inc.*, 91 Cal.App.4th at p. 255 (2001); *see also Sutter Health Uninsured Pricing*
3 *Cases*, 171 Cal. App. 4th 495, 512 (2009) (applying a 2.52 multiplier on a cross-check in an
4 antitrust class action); *Chavez v. Netflix, Inc.*, 162 Cal. App. 4th 43, 60 (2008) (applying a 2.5
5 multiplier on a lodestar cross-check); *Vizcaino v. Microsoft Corp.*, 290 F.3d 1043, 1051 n.6 (9th
6 Cir. 2002) (“most” common fund cases apply a multiplier of 1.0-4.0); *Laffitte v. Robert Half*
7 *Int’l*, 231 Cal. App. 4th 860, 881-82 (2004) (affirming a 2.13 multiplier after finding that “2 to
8 4” is a reasonable range for multipliers on a cross-check).

9 The total hours expended on this action by Class Counsel were reasonable and in line
10 with comparable cases. While it is not necessary to substantiate the fee award with a lodestar in
11 this Action, it should be noted that Class Counsel spent approximately 232.6 hours prosecuting
12 this action, which were divided among the attorneys working on this case according to skill
13 level. Yslas Decl. at ¶¶ 22, 23. Multiplying the total hours expended by Class Counsel by their
14 reasonable hourly rates yields a lodestar of \$212,115.00. *Id.* at ¶ 22, 23. There is substantial
15 justification for the application of a modest 1.41 multiplier to Class Counsel’s lodestar. *Id.* at ¶
16 23. This amount does not include the time Class Counsel will spend at the final approval hearing
17 and assisting the Settlement Administrator following final approval. *Id.* Class Counsel dedicated
18 significant resources to this case by dividing the tasks required according to skill level. *Id.* The
19 hours expended by each attorney were not duplicative and reflect the extensive investigation
20 and analysis that was required to achieve this Settlement. This time could have been spent on
21 other potentially lucrative cases. *Id.* Class Counsel’s lodestar reflects the efficiencies achieved
22 by attorneys experienced in this field. *Id.* Moreover, Class Counsel has singularly assumed the
23 risk and costs of litigation purely on a contingency basis. *Id.* And, while Plaintiff is confident
24 in the merits of his claims, a legitimate controversy exists as to each cause of action, posing an
25 actual risk that Plaintiff may not succeed at class certification and/or trial. *Id.* Any of these
26 obstacles could have prevented recovery completely, meaning Class Counsel would have been
27 left with no compensation for all the time and money invested in litigating this case. *Id.* Despite
28 these risks, Class Counsel took this case on a contingency basis so that Class Members (a

particularly vulnerable group of hourly paid workers) could be compensated for their unpaid wages. *Id.* Consequently, Class Counsel was precluded from focusing on, or taking on, other cases which could have resulted in a larger, 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. Yslas Decl. at ¶ 17. Class Counsel's rates are well within the range of hourly rates that the Los Angeles legal marketplace would compensate counsel for similar services accomplishing similar results. *Id.* 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 small law firms (Levy, Vinick, Burrell & Hyams LLP and Law Offices of Wendy Musell), the court found that counsel's 2022 hourly rates of \$1,100 and \$1,000 per hour were reasonable for the plaintiff's five senior attorneys, including \$1,000 per hour for the plaintiff's 23-year lead counsel and \$850 per hour for a senior associate. *Id.* These rates were then augmented by a 1.75 lodestar multiplier and affirmed by the California Court of Appeals. *Id.* The rates (and multiplier) requested here are well in line with those found reasonable in *Bronshteyn*. In *Tran v. Golden State FC LLC, et al.* (LASC Case No. BC699931), Fee Order filed 4/8/2022, the court found hourly rates of \$1,300 per hour reasonable for plaintiff's 32-year attorney and \$1,000 per hour reasonable for a 14-year attorney. *Id.* The multiplier here is even more compelling given Class Counsel represents approximately 499 Class Members. *Id.*

Class Counsel has also been approved as class counsel by courts in California. Yslas Decl. at ¶ 18. *See, e.g., Matthew Veliz v. DrinkPak, LLC*, Los Angeles County Superior Court, Case No. 22STCV37384, *Ismael Villegas-Sanchez v. COE Orchard Equipment, Inc.*, Sutter County Superior Court, Case No. CVCS22-0002261; *Jessica Bronsal v. PTI Technologies Inc.*, Ventura County Superior Court, Case No. 202200570361CUOE; *Miguel A. Vigil Ruiz v. The De Ruosi Group, LLC*, San Joaquin County Superior Court, Case No. STK-CV-UOE-2022-8780; *Gutierrez v. Top Drawer Merch, LLC et al*, Los Angeles County Superior Court, Case No. 23STCV04299; *Wing v. Road*

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

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

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

26 Likewise, Class Counsel's hourly rates are reasonable when compared to rates charged within
27 the relevant legal marketplace. Yslas Decl. ¶ 20, **Exhibit 1**. In light of the foregoing, and considered
28 against the risks of continued litigation, and the importance of advocating for employment rights and

1 a speedy recovery, the relief provided under the Settlement represents a very strong result for the
2 Class Members and Aggrieved Employees. Class Counsel's fee request is fair and reasonable and
3 should be approved. Accordingly, Class Counsel respectfully requests the Court approve their
4 \$300,000.00 fee request.

5 **IV. THE REQUESTED LITIGATION EXPENSES PAYMENT IS REASONABLE**
6 **AND SHOULD BE APPROVED**

7 The Settlement permits Class Counsel to seek reimbursement of litigation costs in an
8 amount up to \$20,000.00. The actual costs incurred are \$17,528.69, therefore Class Counsel is
9 seeking reimbursement of \$17,528.69. Yslas MFA Decl. at ¶ 24, **Exhibit 2**. Since Class
10 Counsel's costs are less than the maximum of \$20,000.00 allowed under the Settlement
11 Agreement, the remaining \$2,471.31 will revert to the Net Settlement Amount. *Id.* These costs
12 were reasonable and necessary to prosecute this case and obtain the results achieved. *Id.*

13 **V. THE REQUESTED SERVICE PAYMENT IS REASONABLE AND SHOULD BE**
14 **APPROVED**

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

23 Here, Plaintiff provided a declaration in support of Plaintiff's Motion for Preliminary
24 Approval of Class Action and PAGA Settlement and a declaration in support of Plaintiff's
25 Motion for Final Approval of Class Action and PAGA Settlement detailing the risk he faced in
26 bringing the suit, the notoriety and personal difficulties he encountered, the amount of time and
27 effort he spent on this litigation, the duration of this litigation, and the personal benefit he will
28 receive as a result of the litigation. *See generally* Declaration of Brandon Lee Smith in Support

1 of Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement filed on
2 November 3, 2025 and Declaration of Plaintiff Brandon Lee Smith in Support of Plaintiff's
3 Motion for Final Approval of Class Action and PAGA Settlement filed concurrently herewith.
4 Plaintiff should be adequately compensated for his role in obtaining in this Settlement.

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

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

10 The Parties agreed to hire ILYM Group Inc. as the Settlement Administrator in this case
11 and the Court approved this choice at preliminary approval. The Settlement Administrator was
12 responsible for (a) printing and mailing the Class Notice in both English and Spanish
13 (collectively referred to as the "Class Notice"); (b) receiving and processing requests for
14 exclusion; (c) resolving Class Members' disputes over the number of workweeks Defendant has
15 record of them working during the Class Period, which was pre-printed on their individualized
16 Class Notice; (d) calculating individual settlement award amounts; (e) processing and mailing
17 settlement award checks; (f) handling tax withholdings as required by the Settlement and the
18 law; (g) preparing, issuing and filing tax returns and other applicable tax forms; (h) handling
19 the distribution of any unclaimed funds pursuant to the terms of the Settlement; and (i)
20 performing other tasks as the Parties mutually agree to and/or the Court orders ILYM Group
21 Inc. to perform. Castro Decl. at ¶ 3. The requested amount of \$9,950.00 for services rendered
22 and to be rendered is therefore fair and reasonable.

23 **VII. CONCLUSION**

24 Based on the foregoing, Class Counsel respectfully requests that the Court grant final
25 approval of the Class Action and PAGA Settlement, approve Class Counsel's attorneys' fees in
26 the amount of \$300,000.00 and reimbursement of litigation costs in the amount of \$17,528.69,
27 the Class Representative Service Payment in the amount of \$10,000.00, civil penalties under
28 PAGA in the amount of \$45,000.00, and settlement administration costs for ILYM Group Inc.

1 in the amount of \$9,950.00.
2

3 Respectfully submitted,

4 Dated: April 29, 2026

WILSHIRE LAW FIRM, PLC

5 By: /s/Courtney M. Miller

6 Courtney M. Miller
7 Attorneys for Plaintiff
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