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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ALAMEDA

FRANCISCO GONGORA, LUIS ANGEL DIAZ, and JUAN CARLOS ARTEAGA, individually, and on behalf of other members of the general public similarly situated and on behalf of other aggrieved employees pursuant to the California Private Attorneys General Act, Plaintiff, vs. DC LOGISTICS, LLC, a Delaware limited liability company; and DOES 1 through 50, inclusive, Defendants.	Case No.: 23CV049652 *[Assigned for All Purposes to the Honorable Patrick McKinney, Dept. 18]* **PLAINTIFFS' NOTICE OF MOTION AND MOTION FOR FINAL APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT; MEMORANDUM OF POINTS AND AUTHORITIES** Final Approval Hearing: Date: August 26, 2026 Time: 1:30 p.m. Dept.: 18 CRS# A-49652-003 Action Filed: November 2, 2023

TO ALL INTERESTED PARTIES AND THEIR ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE that on August 26, 2026, at 1:30 p.m., or as soon thereafter as the matter may be heard in Department 18 of the Superior Court of California, County of Alameda, located at 1221 Oak Street, Oakland, California 94612, Plaintiffs Francisco Gongora, Luis Angel Diaz, and Juan Carlos Arteaga ("Plaintiffs") will and hereby do move this Court for an Order:

1. Granting final approval of the proposed Settlement Agreement;
2. Awarding Class Counsel attorneys' fees in the amount of $866,250.00 and reimbursement of litigation costs in the amount of $27,236.25;
3. Awarding Plaintiffs a Class Representative Service Payment in the amount of $10,000.00 per named plaintiff;
4. Awarding $8,945.00 to Phoenix Settlement Administrators ("Phoenix") for its settlement administration expenses; and
5. Approving allocation of $150,000.00 as civil penalties under the Labor Code Private Attorneys General Act of 2004 ("PAGA"), 75% of which ($112,500.00) will be paid to the California Labor and Workforce Development Agency, and 25% of which ($37,500.00) will be distributed to Aggrieved Employees based on the number of pay periods worked during the PAGA Period.

This Motion is based on this Notice of Motion, Memorandum of Points and Authorities, the Declaration of John G. Yslas, the Declaration of Tuvia Korobkin, the Declaration of Kevin Lee, the Declarations of Plaintiffs, and on all records and documents on file, together with such oral and documentary evidence that may be presented at the hearing on this matter.

Dated: August 4, 2026

WILSHIRE LAW FIRM, PLC

By: Lucy Nguyen

Lucy H. Nguyen
Attorneys for Plaintiffs

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I. INTRODUCTION

Plaintiffs Francisco Gongora, Luis Angel Diaz, and Juan Carlos Arteaga (collectively "Plaintiffs") seek final approval of a non-reversionary Gross Settlement Amount of $2,475,000.00. The Settlement Agreement ("Settlement") provides that the deductions will be made from the Gross Settlement Amount as follows:

1. Attorneys' fees up to 35% of the Gross Settlement Amount;
2. Litigation costs up to $30,000.00 (although Plaintiffs seek only $27,236.25);
3. A Class Representative Service Payment of up to $10,000.00 per named plaintiff;
4. Settlement administration expenses up to $10,000.00 (although Plaintiffs seek only $8,945.00); and
5. Civil penalties in the amount of $150,000.00 for claims under the Labor Code Private Attorneys General Act of 2004 ("PAGA"), 75% of which ($112,500.00) will be paid to the California Labor and Workforce Development Agency ("LWDA), and 25% of which ($37,500.00) will be distributed to Aggrieved Employees based on the number of pay periods worked during the PAGA Period. *See* Settlement §§ 5.C.ii-v; *see also* Declaration of Kevin Lee ("Lee Decl.") ¶¶ 13-17.

After all deductions are made, the Net Settlement Amount will be distributed to 452 Settlement Class members as of the filing of this Motion for Final Approval of Class Action and PAGA Settlement (the "Motion") ("Participating Class Members" or "Settlement Class Member") based on the number of weeks worked during the Class Period. Lee Decl. ¶ 11.

The proposed Settlement is a product of diligent efforts, litigation, arm's length negotiations, and informal discovery that resulted in a very favorable outcome for the Settlement Class. By resolving this matter now, Settlement Class members will receive a guaranteed recovery without risk of nonpayment, delay, or an adverse judgment at trial.

As of the filing of this Motion, there have been no objections to the Settlement and one timely request for exclusion. Lee Decl. ¶¶ 8-9. Participating Class Members will receive an estimated average individual Settlement Award of $3,080.90, with the highest estimated individual Settlement Award being $11,977.57. Lee Decl. ¶ 14. Aggrieved Employees will receive estimated average individual PAGA Payments of $118.30, with the highest estimated individual PAGA Payment being $273.79. Lee Decl. ¶ 15. In light of the favorable response from the Settlement Class, and the facts and law set forth below as well as in the motion for preliminary approval, Plaintiffs respectfully request that the Court now enter an Order: (1) granting final approval of the Settlement; (2) entering final judgment; (3) requiring distribution of individual settlement payments to Participating Class Members; and (4) approving payments for Class Counsel Fees, Class Counsel Expenses, the Class Representative Service Payments, the Settlement Administrator's costs, and civil penalties under PAGA.

II. THE SETTLEMENT MERITS FINAL APPROVAL

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

A. A Presumption of Fairness Exists

While the burden is on the proponent to demonstrate that a proposed settlement is fair, adequate, and reasonable, "a presumption of fairness exists where: (1) the settlement is reached through arm's length bargaining; (2) investigation is sufficient to allow counsel and the court to act intelligently; (3) counsel is experienced in similar litigation; and (4) the percentage of objectors is small." *Dunk*, 48 Cal.App.4th at 1802.

At preliminary approval, Plaintiffs presented evidence that this Settlement is entitled to a presumption of fairness because: (1) it was reached through arm's-length bargaining with the assistance of an experienced mediator; (2) Plaintiffs conducted a thorough investigation through informal discovery and an analysis of Settlement Class members' time and payroll records and policy documents; and (3) Class Counsel is experienced in litigating wage-and-hour class and representative actions. *See* Yslas MPA Decl. ¶¶ 4–5, 9–20; Korobkin MPA Decl. ¶¶ 2–9, 21–22. As of the filing of this Motion, one Settlement Class Member has submitted a timely request for exclusion, no Settlement Class Members have objected to the Settlement, and both workweek disputes submitted were resolved without any change to the workweek calculations. Lee Decl. ¶¶ 8-10. Therefore, the Court can confidently conclude that a presumption of fairness exists.

B. <u>The Strength of Plaintiffs' Claims, and the Risks, Expense, Complexity, and Likely Duration of Further Litigation as a Class Action Through Trial</u>

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

Here, Plaintiffs presented sufficient information at preliminary approval regarding the number of Settlement Class members and an estimate of the maximum and realistic potential value of each of the claims alleged. *See* Korobkin MPA Decl. at ¶¶ 24-34. Plaintiffs have 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 Plaintiffs' allegations, and Plaintiffs 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).

C. <u>The Amount Offered in Settlement</u>

The Settlement provides for a $2,475,000.00 Gross Settlement Amount ("GSA") to be distributed among the 452 Participating Class Members who did not opt out as of the date of this filing. Lee Decl. ¶¶ 8, 11. The GSA will be used to pay Class Counsel's attorneys' fees and litigation costs, Plaintiffs' Class Representative Service Payments, the PAGA allocation, and Phoenix's settlement administration costs. Lee Decl. ¶¶ 13, 17. The Settlement also allocates $150,000.00 from the GSA to civil penalties under PAGA. *See* Settlement Agreement at § 5.C.v; *see also* Lee Decl. ¶ 15. After all deductions are made, the Net Settlement Amount available to Participating Class Members for their individual payments is estimated to be $1,392,568.75, which will be distributed to Participating Class Members according to the number of Workweeks they worked for Defendant during the Class Period. *See* Lee Decl. ¶ 13; Settlement Agreement at § 7.B. In addition, each PAGA Member will receive a portion of the $37,500.00 PAGA Amount based on their respective number of pay periods worked for Defendant during the PAGA Period. Id., § 7.C.

The estimated average Individual Settlement Award is $3,080.90, and the highest estimated Individual Settlement Award is $11,977.57. Lee Decl. ¶ 14. In addition, the average Individual PAGA Payment is $118.30, and the highest Individual PAGA Payment is $273.79. Lee Decl. ¶ 15. 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. <u>The Extent of Discovery Completed and the Stage of the Proceedings</u>

Class Counsel sufficiently investigated the alleged claims, applicable law, and potential defenses. *See* Yslas MPA Decl. at ¶ 5; Korobkin MPA Decl. at ¶ 21. 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 October 11, 2024, with an experienced mediator. Yslas MPA Decl. at ¶ 4; Korobkin MPA Decl. at ¶ 22. The Parties did not reach a settlement at mediation, but the mediator made a proposal that was eventually accepted by the Parties, and the Parties negotiated the terms of the Settlement over the next several months and finalized the Settlement in September 2025. Korobkin MPA Decl. at ¶ 22.

E. The Presence of a Government Participant

The LWDA received the required notice of this action and the proposed Settlement. On August 25, 2023, Plaintiff Gongora submitted a notice to the LWDA identifying the alleged Labor Code violations and the supporting facts and theories. See Korobkin MPA Decl. ¶ 11. On June 20, 2024, Plaintiffs Diaz and Arteaga likewise submitted a PAGA notice to the LWDA alleging Labor Code violations. See Yslas MPA Decl. ¶ 3. The Settlement provides for the payment of $150,000.00 in civil penalties, 75% ($112,500.00) of which will be paid to the LWDA and 25% ($37,500.00) of which will be distributed to Aggrieved Employees based on the number of pay periods worked during the PAGA Period. See Lee Decl. ¶ 15; Settlement Agreement § 5.C.v. Plaintiffs also submitted a copy of the Settlement Agreement to the LWDA prior to the preliminary approval hearing. See Yslas MPA Decl. ¶ 7, Ex. 2.

F. The Reaction of Class Members to the Proposed Settlement

Settlement Class members' reaction to the Settlement has been overwhelmingly favorable. Only one (1) Settlement Class member requested exclusion, and no Settlement Class members objected to the Settlement. 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 Settlement Class members. Following a search of the National Change of Address database, Phoenix mailed the Class Notice to 450 Settlement Class Members on March 13, 2026. Lee Decl. ¶¶ 3-5. Subsequently, and pursuant to a Court-approved stipulation of the Parties, Phoenix mailed Class Notices to three (3) additional individuals who had been inadvertently missing from the original Class List on June 12, 2026. Lee Decl. ¶ 6. The Class Notice informed Settlement Class members of the terms of the Settlement, the estimated amount of their individual payments 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 payment, the procedures and deadlines to submit an opt out, objection, or dispute, and the date, time, and place of the Final Approval Hearing and instructions on how to be heard at the hearing. Lee Decl. ¶ 5, Ex. A. In response to the Class Notice, Phoenix has received one (1) timely request for exclusion, zero (0) objections, and two (2) workweek disputes, both of which were rejected after review. Lee Decl. ¶¶ 8-10. The overwhelmingly favorable response of the Settlement Class 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*. 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." *Laffitte*, 1 Cal.5th 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.*

The requested fee award of 35% of the Gross Settlement Amount is reasonable under the circumstances of this case. Although this Court identified a 30% benchmark for common fund fee awards at preliminary approval, California law recognizes that trial courts retain discretion to approve a higher percentage where warranted by the results achieved and the value of counsel's work. *Laffitte,* 1 Cal.5th at 503–04. Here, Class Counsel obtained a $2,475,000.00 non-reversionary settlement after extensive investigation, informal discovery, expert analysis of payroll and timekeeping data, mediation, and months of arm's-length negotiations. The Settlement provides substantial relief in light of the significant litigation risks, including challenges to class certification, arbitration defenses, federal preemption issues, and vigorously disputed liability. As discussed below, the requested fee is further supported by a lodestar cross-check demonstrating that the requested award is reasonable in light of the time expended, the results achieved, and the substantial risks assumed by Class Counsel. See, e.g., *Roos v. Honeywell Int'l, Inc.*, 241 Cal.App.4th 1472 (2015) (approving a 37.5% fee award), disapproved on other grounds by *Hernandez v. Restoration Hardware, Inc*., 4 Cal.5th 260, 287 (2018); *Wren v. RGIS Inventory Specialists*, No. C-06-05778 JCS, 2011 WL 1230826, at *29 (N.D. Cal. Apr. 1, 2011) (approving a 42% fee award); *Singer v. Becton Dickinson & Co.,* No. 08-CV-821-IEG, 2010 WL 2196104, at *8 (S.D. Cal. June 1, 2010) (approving a one-third fee award and noting that fee awards in wage-and-hour class actions commonly range from one-third to 40%).

B. <u>A Lodestar Cross-Check Confirms the Reasonableness of the Requested Fee</u>

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

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

The total hours expended by Class Counsel in this action were reasonable and necessary to achieve the Settlement. Although a lodestar cross-check is not required, it further confirms the reasonableness of the requested fee award. Collectively, Class Counsel devoted approximately 371.9 hours to prosecuting this action, resulting in a combined lodestar of $331,694.00, based on their reasonable hourly rates. See Yslas MFA Decl. ¶¶ 22-23; Korobkin MFA Decl. ¶¶ 21-28. Compared to the requested attorney's fee award of $866,250.00, the requested fee represents a multiplier of approximately 2.61, which falls comfortably within the range routinely approved in California class actions. Moreover, Class Counsel's lodestar does not include the additional time that will be expended attending the Final Approval Hearing, overseeing implementation of the Settlement, responding to class member inquiries, and assisting the Settlement Administrator through completion of the settlement administration process. Accordingly, the lodestar cross-check further confirms that the requested fee award is fair and reasonable.

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 firms defending complex employment class actions. Yslas MFA Decl. ¶¶ 17-20. Class Counsel's rates are consistent with prevailing market rates for attorneys handling comparable complex litigation in California and are supported by both recent California fee awards and objective market-rate data. *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 hourly rates requested here are well within the range of rates approved in *Bronshteyn*, particularly in light of Class Counsel's experience, the complexity of this litigation, and the excellent result achieved. 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 requested hourly rates are further supported by objective market-rate data. As set forth in the Yslas Declaration, the 2025 Real Rate Report published by Wolters Kluwer reports third-quartile hourly rates for litigation partners of $1,378 in San Francisco and $1,250 in San Jose, with corresponding associate rates of $875 and $1,030, respectively. Yslas MFA Decl. ¶ 20(a). The Report likewise reflects third-quartile hourly rates of $1,252 for partners practicing employment litigation. Id. ¶ 20(b). These objective market data confirm that Class Counsel's requested rates are consistent with prevailing Northern California rates for attorneys litigating complex employment class actions.

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

In cases in which Class Counsel has been approved as class counsel, California courts have approved rates similar to those requested by Class Counsel in the instant case. Yslas MFA Decl. at ¶ 17. *See*, e.g., *Rodolfo Ponce v. Youbar, Inc.*, Los Angeles County Superior Court, Case No. 22STCV37519 (WLF's rates were approved as follows: John G. Yslas ($1,500.00), Samantha A. Smith ($1,000.00), Jeffrey C. Bils ($850.00), Aram Boyadjian ($600.00), Lisa B.

Iturriaga ($550.00), and Andrew Sandoval ($500.00)); *Sabrina N. Batres v. Wish Automotive II, Inc. dba Infiniti of Van Nuys*, Los Angeles County Superior Court, Case No. 23STCV19968 (WLF's rates were approved as follows: John G. Yslas ($1,500.00), Jeffrey C. Bils ($850.00), Aram Boyadjian ($600.00), Lisa B. Iturriaga ($550.00), and Andrew Sandoval ($500.00)); *Diandrea Correa et al. v. CareMeridian, LLC, et. al.,* Los Angeles County Superior Court, Case No. 23STCV10707 (WLF's rates were approved as follows: John G. Yslas ($1,500.00), Samantha A. Smith ($1,000.00), Jeffrey C. Bils ($850.00), Fawn F. Bekam ($800.00), Diego Aviles ($800.00), Aram Boyadjian ($600.00), Harry Erganyan ($600.00), Lisa B. Iturriaga ($550.00), and Andrew Sandoval ($500.00)); *Carlos Santos Granados v. Sunny Hills Management Co., Inc.,* Los Angeles County Superior Court, Case No. 23STCV02109 (WLF's rates were approved as follows: John G. Yslas ($1,500.00), Samantha A. Smith ($1,000.00), Jeffrey C. Bils ($850.00), Diego Aviles ($750.00), Courtney M. Miller ($650.00), Aram Boyadjian ($600.00), Harry Erganyan ($600.00), Mariam Nazaretyan ($550.00), Lisa B. Iturriaga ($550.00), and Andrew Sandoval ($500.00)); *Kayla Kurges v. Khanna Enterprises, Ltd. dba Sheraton Agoura Hills,* Los Angeles County Superior Court, Case No. 24STCV01590 (WLF's rates were approved as follows: John G. Yslas ($1,500.00), Jeffrey C. Bils ($850.00), Aram Boyadjian ($600.00), Lisa B. Iturriaga ($550.00), and Andrew Sandoval ($500.00)); *Thora Magney et al. v. Levi Strauss & Co., et al.*, Los Angeles County Superior Court, Case No. 24STCV02320 (WLF's rates were approved as follows: John G. Yslas ($1,500.00), Samantha A. Smith ($1,000.00), Jeffrey C. Bils ($850.00), Fawn F. Bekam ($800.00), Aram Boyadjian ($600.00), Lisa B. Iturriaga ($550.00), and Andrew Sandoval ($500.00)); *Armando Muniz, et al. v. Lot LLC, dba Lot Management LLC (fka Red Cow, Inc.) et. al.*, Los Angeles County Superior Court, Case No. 22STCV32901 (WLF's rates were approved as follows: John G. Yslas ($1,500.00), Samantha A. Smith ($1,000.00), Jeffrey C. Bils ($850.00), Diego Aviles ($750.00), Aram Boyadjian ($600.00), Harry Erganyan ($600.00), Mariam Nazaretyan ($550.00), Lisa B. Iturriaga ($550.00), and Andrew Sandoval ($500.00)); *George Munoz v. Century West, LLC dba Century West BMW*, Los Angeles County Superior Court, Case No. 23STCV04247 (WLF's rates were approved as follows: John G. Yslas ($1,500.00), Samantha

A. Smith ($1,000.00), Jeffrey C. Bils ($850.00), Aram Boyadjian ($600.00), Lisa B. Iturriaga ($550.00), and Andrew Sandoval ($500.00)); *Ivan S. Martinez II et. al. v. The Haar Company, et. al.,* Los Angeles County Superior Court, Case No. 23STCV21651 (WLF's rates were approved as follows: John G. Yslas ($1,500.00), Samantha A. Smith ($1,000.00), Jeffrey C. Bils ($850.00), Diego Aviles ($750.00), Aram Boyadjian ($600.00), Harry Erganyan ($600.00), Mariam Nazaretyan ($550.00), Lisa B. Iturriaga ($550.00), and Andrew Sandoval ($500.00)). *Id*.

Likewise, Class Counsel's hourly rates are reasonable when compared to rates charged within the relevant legal marketplace. Yslas MFA Decl. ¶ 18, **Ex. 1**. In light of the foregoing, and considered against the risks of continued litigation, and the importance of advocating for employment rights and a speedy recovery, the relief provided under the Settlement represents a very strong result for the Settlement Class members. Class Counsel's fee request is fair and reasonable and should be approved. Accordingly, Class Counsel respectfully request that the Court approve their $866,250.00 fee request.

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

The Settlement permits Class Counsel to seek reimbursement of litigation costs in an amount not to exceed $30,000.00. Class Counsel incurred total litigation costs of $27,236.25, including $8,274.41 incurred by Wilshire Law Firm and $18,961.84 incurred by Marquee Law Group. See Yslas MFA Decl. ¶ 24, Ex. 2; Korobkin MFA Decl. ¶ 19, Ex. A. Because Class Counsel's actual litigation costs are less than the maximum amount authorized under the Settlement, the remaining $2,763.75 will revert to the Net Settlement Amount. *Id.* These costs were reasonably and necessarily incurred in prosecuting this action and obtaining the Settlement and are of the type customarily reimbursed in class action litigation. *Id.*

V. THE REQUESTED CLASS REPRESENTATIVE SERVICE PAYMENTS ARE REASONABLE AND SHOULD BE APPROVED

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

While Plaintiffs are mindful that the Court's tentative ruling on preliminary approval indicated that the Court was unlikely to award an incentive payment of more than $7,500. Nevertheless, Plaintiffs respectfully submit that the requested $10,000 payments are fair, adequate, and reasonable in this particular case. Plaintiffs have provided declarations in support of Plaintiffs' Motion for Preliminary Approval of Class Action and PAGA Settlement and declarations in support of Plaintiffs' Motion for Final Approval of Class Action and PAGA Settlement detailing the risk they faced in bringing the suit, the notoriety and personal difficulties they encountered, the amount of time and effort they spent on this litigation, the duration of this litigation, and the personal benefit they will receive as a result of the litigation. *See generally* Declarations of Luis Angel Diaz, Juan Carlos Arteaga, and Francisco Gongora in Support of Plaintiffs' Motion for Final Approval of Class Action and PAGA Settlement filed concurrently herewith. Plaintiffs should be adequately compensated for their role in obtaining in this Settlement, the risks they undertook, and the potential reputational harm that comes with filing a lawsuit against a former employer.

Moreover, this litigation has been pending for nearly three years since Plaintiff Gongora filed this case in November 2023. And it will still be several months before Plaintiffs receive their incentive payments. Plaintiffs could have sought quick settlements for their individual claims, but they opted to pursue recovery on behalf of hundreds of other employees, and to place the interests of those employees above their own personal interests, ultimately resulting in a $2,475,000.00 settlement where absent class members (who did not take any of the risks taken by Plaintiffs) will receive average payments of over $3,000 each. Plaintiffs have not received any payments for their claims in the last three years. Plaintiffs respectfully submit that the significant delay in payment warrants the requested incentive awards.

Additionally, Settlement Class members were informed of the requested $10,000 incentive payments in the Class Notice, and no Settlement Class members objected to the amount of additional compensation sought by Plaintiffs. As such, the award is reasonable in light of the substantial benefits Plaintiffs conferred upon the settlement class, the risks they undertook, and the significant delay in payment.

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

The Parties agreed to retain Phoenix Settlement Administrators as the Settlement Administrator in this case, and the Court approved that appointment at preliminary approval. The Settlement Administrator was responsible for: (a) preparing, translating, printing, and mailing the Class Notice; (b) responding to inquiries from Settlement Class Members; (c) confirming Class Members' workweeks and PAGA pay periods; (d) receiving and processing requests for exclusion, objections, and workweek disputes; (e) calculating and issuing Individual Settlement Payments and Individual PAGA Payments; (f) issuing payments to Class Counsel, the Class Representatives, and the appropriate taxing authorities; and (g) performing such other tasks as required by the Settlement Agreement, the Parties, or the Court. Lee Decl. ¶ 2. The requested Settlement Administration costs of $8,945.00 are reasonable in light of the services Phoenix has performed and will continue to perform through completion of the settlement administration process. Lee Decl. ¶ 17.

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VII. CONCLUSION

Based on the foregoing, Plaintiffs respectfully request that the Court grant final approval of the Class Action and PAGA Settlement, approve Class Counsel's attorneys' fees in the amount of $866,250.00 and reimbursement of litigation costs in the amount of $27,236.25, the Class Representative Service Payments in the amount of $10,000.00 to each named plaintiff, civil penalties under the Private Attorneys General Act of 2004 ("PAGA") in the amount of $150,000.00, and settlement administration costs for Phoenix in the amount of $8,945.00.

Dated: August 4, 2026

WILSHIRE LAW FIRM, PLC

By: Lucy Nguyen

Lucy H. Nguyen
Attorneys for Plaintiffs

Superior Court of California
County of Alameda
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Receipt EFM-2025-0937044.1

Date: 12/22/25 9:44 AM
Time: 12/22/25 9:44 AM

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GONGORA vs DC LOGISTICS, LLC, A DELAWARI

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