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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

VICKY SEGURA, as an individual and on behalf of all others similarly situated, Plaintiff, vs. COMMUNITY COMMERCE BANK, a California corporation; and DOES 1 through 50, inclusive, Defendants.	Case No.: 24STCV21054 *[Assigned for all purposes to Hon. Elaine Lu, Dept. 9]* **PLAINTIFF'S NOTICE OF MOTION AND UNOPPOSED MOTION FOR FINAL APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT; MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT OF MOTION** Date: March 18, 2026 Time: 10:00 a.m. Department: 9 Opposition Due: February 26, 2026 Reply Due: March 4, 2026 Action Filed: August 19, 2024 Trial Date: Not set

TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE that on March 18, 2026, at 10:00 a.m., or as soon thereafter as the matter may be heard, before the Honorable Elaine Lu, judge presiding, in Department 9 of the above-referenced Court located at 312 N. Spring Street, Los Angeles, California 90012, Plaintiff Vicky Segura ("Plaintiff") will seek an Order finally approving the Class Action and PAGA Settlement Agreement ("Settlement") in this matter and finally certifying the following Class: "all persons who worked for Defendant as non-exempt employees in the State of California at any time from August 19, 2023 through June 24, 2025."

Plaintiff shall also request that this Court enter a Final Judgment, which includes a provision for this Court's retention of jurisdiction over the Parties to enforce the terms of the judgment.

This Motion is made pursuant to Code of Civil Procedure Section 382 and California Rules of Court Rules 3.764, 3.766, and 3.769 of the California Rules of Court, and is based on this Notice, the attached Memorandum of Points and Authorities, the accompanying declaration of Taras Kick and exhibits thereto, the declaration of Nick Rosenthal and exhibits thereto, the declaration of Plaintiff Vicky Segura, the declaration of the settlement administrator Jarrod Salinas and exhibits thereto, the complete files of this case, and any other evidence or oral argument which may be considered by the Court at the time of the hearing.

Respectfully submitted,

THE KICK LAW FIRM, APC

Dated: February 9, 2026

By: /s/ Lauren Davis

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Lauren Davis, CA Bar No. 294115
Tyler J. Dosaj, CA Bar No. 306938
Attorneys for Plaintiff Vicky Segura, individually and on behalf of all others similarly situated and Aggrieved Employees

DATED: February 9, 2026

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I. INTRODUCTION

This is an Unopposed Motion for Final Approval of Class Action Settlement ("Motion"). The class consists of fifty class members, who collectively worked a total of 1,449 Pay Periods. (Settlement Agreement ("Settlement" or "SA") ¶ 4.1.) The proposed Gross Settlement Amount is $125,000.00. It settles only the claims pled in the First Amended Complaint, meaning only those related to Labor Code § 226, and no others. The proposed Settlement is the product of an arm's length negotiation by experienced counsel through a mediation with professional mediator Steve Mehta, Esq. A true and correct copy of the Settlement is attached as **Exhibit 1** to the concurrently filed Declaration of Taras Kick ("Kick Decl.").

This Court granted preliminary approval of the proposed Settlement on November 20, 2025, finding that the Settlement is fair, adequate, and reasonable; the contents of the proposed notice appear to be acceptable; and the prerequisites of class certification have been satisfied. The Court also approved the proposed notice, with Phoenix Class Action Administration Solutions as the administrator, and ordered it to go out. Class Counsel can now report that the Notice Program approved by the Court in its Preliminary Approval Order has been resoundingly successful. As evidenced by the contemporaneously filed declaration of Jarrod Salinas of the Court-appointed claims administrator, Phoenix Class Action Administration Solutions ("Phoenix" or "Administrator"), all fifty (50) class members were successfully mailed the notice. (Declaration of Jarrod Salinas ("Salinas Decl.") ¶¶ 5-6.) No class member has objected to any aspect of this preliminarily approved settlement. (*Id.* ¶ 8.) Further, no class member has requested to be excluded from it. (*Id.* ¶ 7.)

As demonstrated below, all requirements for final approval have been met, and Plaintiff therefore respectfully requests that the Court finally approve the Settlement in all respects.[1]

II. NOTICE TO THE CLASS

Pursuant to the Court's Preliminary Approval Order, on December 5, 2025, to initiate the Notice Program, Defendant's counsel provided Phoenix with a data file that contained names, last known mailing addresses, telephone numbers, Social Security numbers, Class Pay Periods, and PAGA Pay

[1] The following analysis follows the sequence of the Los Angeles Complex Court Final Approval Check List as much as reasonably possible.

Periods for each Class Member and Aggrieved Employee. (Salinas Decl. ¶ 3.) After conducting a National Change of Address ("NCOA") search to update the class list addresses, Phoenix mailed the Notice via U.S. first class mail to all fifty (50) Class Members on the Class List on December 19, 2025. (*Id.* ¶¶ 4-5.) Zero (0) Notices were returned as undeliverable. (*Id.* at ¶ 6.) Accordingly, the Notice was successfully delivered to all Class Members, representing a 100% successful delivery rate.

In addition, Phoenix prepared and maintained a case website for this matter at https://segura-v-community-commerce-bank.phoenixcases.com/ that includes important dates and deadlines, and Settlement-related documents. (Salinas Decl. ¶ 17.) The website has been available to the public since December 15, 2025. (*Id.*) Phoenix also operated a toll-free telephone number to allow Class Members to make any inquiries regarding the Settlement. (*Id.*)

The opt-out and objection deadlines were February 2, 2026. (Salinas Decl. ¶¶ 7-8.) As of February 5, 2026, there have been no opt-outs, no objections, and no workweek disputes from any Class Members. (Salinas Decl. ¶¶ 7-9.)[2]

III. EVALUATION OF THE SETTLEMENT

The Complex Final Approval Check List includes a request for an estimate of recovery for each class member. That is as follows. The Gross Settlement Amount is $125,000.00. If this Court awards the requested attorneys' fees, reimbursement of costs, administrator's fees, service award, and PAGA Penalties of $10,000, that creates a net settlement fund of $41,485.75. As there are 50 Class Members, that would mean an average payout of $829.72 per Class Member for their Individual Class Payments.

A. Introductory Information

Defendant Community Commerce Bank is a small bank headquartered in Los Angeles County. (First Amended Complaint ("FA") ¶ 6.); *see also*, https://visbanking.com/call-report/community-commerce-bank-reports-299868.) Plaintiff Vicky Segura was employed by Defendant as a non-exempt, hourly employee from approximately August 2023 to May 2024. (FA ¶ 7.)

Plaintiff commenced this Action by filing a Complaint on August 19, 2024, alleging a single cause of action against Defendant for Violation of Labor Code § 226(a). (SA ¶ 2.1.) On October 21,

[2] Class Counsel will provide an update at the hearing should any untimely opt-outs or objections be received.

2024, Plaintiff filed a First Amended Complaint adding a second cause of action against Defendant for violation of Labor Code § 2698, *et seq.*, the Private Attorneys General Act ("PAGA"), predicated only on an underlying violation of Labor Code § 226. (*Id.*) The First Amended Complaint is the operative complaint in the Action (the "Operative Complaint.")

The proposed class definition is: "all persons who worked for Defendant as non-exempt employees in the State of California at any time from August 19, 2023 through June 24, 2025." (SA ¶ 1.5.) "Aggrieved Employee" means "all former and current non-exempt employees of Defendant, in the state of California at any time during the PAGA Period who received one or more wage statements during the PAGA Period." (SA ¶ 1.4.) "PAGA Period" means the period from August 15, 2023 to June 24, 2025. (SA ¶ 1.32.)

Plaintiff contends that the wage statements issued by Defendant to its non-exempt employees failed to list the correct total hours worked, as required by Labor Code Section 226(a)(2). (Kick Decl. ¶ 7.) Labor Code Section 226(a)(2) requires that wage statements list the "total hours worked by the employee." An employer is permitted to meet this requirement in two ways. One, it can list the various categories of hours worked such that an employee can add the hours listed together to determine the total. Two, it can actually calculate and list the total hours worked on the wage statement itself. Plaintiff's analysis of the exemplar wage statements concludes that the "Earnings" section lists both hours worked, and also subtracted hours that are categorized as "Other Pay"—but with no explanation as to why hours are being subtracted within the "Earnings" section. (*Id.*) As such, the contention is that the listed total hours worked does not subtract the hours that are being deducted and simply provides the total hours worked as though there were no deduction of hours, not allowing Class Members to calculate the total hours worked. (*Id.*) Defendant denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in in the Operative Complaint, and denies any all liability for the causes of action alleged. (SA ¶ 2.1.)

The Parties agreed to attempt to resolve this matter at a private mediation with Steve Mehta, Esq., and the mediation took place on June 24, 2025. (Kick Decl. ¶ 9; SA ¶ 2.3.) Prior to the mediation Defendant represented that based on a review of its records, it estimated there are 50 Class Members who collectively worked a total of 1,449 Pay Periods, and 50 Aggrieved Employees who worked a total of 1,449 PAGA Pay Periods. (SA ¶ 4.1.) This means complete overlap of the two groups, with a total of 50 individuals, and a total of 1,449 pay periods. Plaintiff's counsel also performed their own investigation in obtaining actual wage statements issued by Defendant and analyzing them for compliance with Labor Code § 226. (Kick Decl. ¶ 9.) The mediation was successful, and the preliminarily approved Settlement is now being brought to this Court for final approval. (*Id.*)

B. *Dunk/Kullar* Analysis

The Complex Check List also states, "Need to provide…the basis for concluding that the consideration being paid for the release of those claims represents a reasonable compromise.' *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 133; *Dunk v. Ford Motor Company* (1996) 48 Cal.App.4th 1794, 1802." As stated above, prior to the mediation, Defendant represented that there are 50 putative class members who have received a total of 1,449 wage statements during the class period, and has confirmed this in a declaration. (Declaration of Joseph Sklar ("Sklar Decl.") ¶ 7, submitted in support of Plaintiff's Motion for Preliminary Approval.)Per Labor Code Section 226(e), the penalty for each wage statement violation is $100, meaning the total statutory penalties would amount to $144,900. Theoretically, discretionary PAGA penalties of an additional $144,900 are also possible. If fully awarded, this would mean a combined potential award of $289,800. Defense Counsel since confirmed under penalty of perjury that there indeed are 50 class members and 1,449 wage statements.

Risks in the case include that Plaintiff would need to prevail on class certification, and after prevailing on class certification would need to prevail on the merits. (Kick Decl. ¶ 10.) Both of these risks can easily reduce the calculus by 50% for each. Further, although this is not a derivative penalties claim, Defendant nonetheless might try to argue that liability might be susceptible to attack under *Maldonado, et al. v. Epsilon Plastics, Inc.* (2018) 22 Cal.App.5th 1308, 1334-37, where the court reversed an award for penalties for inaccurate wage statements because the court found that inaccurate wage statements (based on derivative Labor Code violations) do not justify penalties, or Defendant might at least try to argue that this should require an individual class-member-by-class-member investigation from what the alleged inaccuracies on the wage statements arose.

Other risks include the risk of losing on appeal after winning at trial, the possibility of the law changing, the time value of money, and costs, among other things. (Kick Decl. ¶ 10.) Litigating

Plaintiff's claims through trial could last years if the proposed Settlement is not approved, as a motion for class certification has not yet been filed. (*Id.*) And this is without the time it would take for any appellate resolution. (*Id.*) Further, there would be substantial additional costs to prepare for trial, including expert witness payment. (*Id.*)

The amount proposed to be allocated here to PAGA Penalties is $10,000, with 65% ($6,500) allocated to the LWDA PAGA Payment and 35% ($3,500) allocated to the Individual PAGA Payments. (SA ¶ 3.2.5.) This is fair for at least three reasons.

First, there is 100% overlap of the Class Members with the Aggrieved Employees under PAGA. (SA ¶ 4.1.) Therefore, all the workers are being treated equally in that regard. Second, under Labor Code § 2699(e)(2), a court may award a lesser amount than the maximum civil penalty specified under PAGA, and courts have exercised their discretion to reduce the amount of PAGA penalties awarded to as little as $5.00 per pay period. (*See, e.g., Fleming v. Covidien, Inc.* (C.D. Cal. Aug. 12, 2011) 2011 WL 7563047, at *4 (reducing PAGA penalties by 82%).) Third, courts "repeatedly approve[] PAGA allocations of both smaller amounts and that comprised a smaller portion of the total settlement consideration in the agreements at issue." (*See Davis v. Cox Commc'ns California, LLC*, No. 16cv989 BAS (BLM), 2017 WL 1496407, at *1 (S.D. Cal. Apr. 26, 2017 (preliminarily approving $4,000 PAGA allocation in $275,000 settlement); *Moore v. Fitness Int'l, LLC*, No. 12cv1551 LAB (NLS), 2014 WL 12571448, at *5 (S.D. Cal. Jan. 22, 2014) (approving $2,500 PAGA allocation when attorneys' fees award alone amounted to $200,000); *Jack v. Hartford Fire Ins. Co*., No. 09cv1683 MMA (JMA), 2011 WL 4899942, at *6 (S.D. Cal. Oct. 13, 2011) (approving $3,000 PAGA allocation in $1,200,000 settlement); *Singer v. Becton Dickinson & Co.*, No. 08cv821 IEG (BLM), 2010 WL 2196104, at *2 (S.D. Cal. June 1, 2010) (approving $3,000 PAGA allocation in $1,000,000 settlement).) The proposed PAGA allocation here is well within a fair and reasonable range.

In sum, the proposed $125,000 settlement is an excellent result. It represents a little more than 43% of the total possible award in this case were Plaintiff to prevail on every procedural turn, and obtain 100% for each Labor Code violation, and also 100% of the PAGA penalties. (*See*, *e.g.*, *In re Mego Fin. Corp. Secs. Litig.*, 213 F.3d 454, 459 (9th Cir.2000) (holding that class action settlement recovering 16% of potential exposure was fair and reasonable; "[i]t is well-settled law that a cash settlement amounting to only a fraction of the potential recovery does not per se render the settlement inadequate or unfair. Rather, the fairness and the adequacy of the settlement should be assessed relative to risks of pursuing the litigation to judgment…"); *Bellinghausen v. Tractor Supply Co*., No. 13-CV-02377-JSC, 2015 WL 1289342, at *6 (N.D. Cal. Mar. 20, 2015) (holding that class action settlement recovering between 8.5% and 25% of the defendant's potential exposure was fair); *Van Ba Ma v. Covidien Holding Inc*., U.S. Dist. Ct. Case No. 8:12-cv-02161 (C.D. Cal. 2014) (court granted preliminary approval of wage and hour class settlement which obtained only 9.1% of projected damages, given the risks of continued litigation); *Villegas v. J.P. Morgan Chase & Co*., No. CV 09-00261 SBA EMC, 2012 WL 5878390, at *6 (N.D. Cal. Nov. 21, 2012) (gross class action settlement of approximately 15% of the potential recovery was fair and reasonable).)

Further, Class Counsel believe the amount is fair, reasonable, and adequate. (Kick Decl. ¶ 10; Declaration of Nick Rosenthal ("Rosenthal Decl.") ¶ 4.)

IV. CLASS CERTIFICATION

Establishing the elements for class certification is not part of the "Final Approval Check List," and this Court already provisionally certified the Class in its Preliminary Approval Order. Nothing has changed since then, and the requirements for certification under Cal. Civ. Proc. Code § 382 remain satisfied.

V. ATTORNEYS' FEES AND COSTS

The benchmark for determining attorney fees is reasonableness. (*Karton v. Ari Design & Construction, Inc.* (2021) 61 Cal.App.5th 734, 744.) Although counsel is applying for fees pursuant to the percentage-of-recovery, if the Court wishes to perform a cross-check, it is worth mentioning that the lodestar in this case of the two firms which worked on this case exceeds $74,100, yet only a fee of $43,750 is being sought. (Kick Decl. ¶14.) This means an implied negative multiplier of approximately 0.59x, and an implied negative multiplier supports the reasonableness of a percentage fee request:

> Finally, as a cross-check, class counsel represents that the fees calculated under the lodestar method would be approximately $142,987…Thus, the amount class counsel requests ($108,333.33) is approximately 0.76 times what class counsel would receive under the

> lodestar method ($142,987)...A multiplier of 0.76 is an implied negative multiplier, and "[a]n implied negative multiplier supports the reasonableness of the percentage fee request." Nosirrah Mgmt., LLC v. Franklin Wireless Corp., No. 21-CV-1316-RSH-JLB, 2024 WL 666149, at *13 (S.D. Cal. Feb. 16, 2024) (quoting Schiller v. David's Bridal, Inc., No. 1:10-CV-00616-AWI, 2012 WL 2117001, at *23 (E.D. Cal. June 11, 2012), report and recommendation adopted, No. 1:10-CV-616-AWI-SKO, 2012 WL 13040405 (E.D. Cal. June 28, 2012)).

(*Carlos Calderon Granados, individually and on behalf of himself and all others similarly situated, Plaintiff, v. Hyatt Corporation, a Delaware Corporation, et al., Defendants.* (S.D. Cal., Aug. 26, 2024, No. 23-CV-01001-H-VET) 2024 WL 3941828, at *9.)

Of the $125,000.00 Gross Settlement Amount, Class Counsel request an attorneys' fee of $43,750 (35% of the Gross Settlement Amount), and reimbursement of litigation costs of $14,814.25.[3] California courts have long recognized that an appropriate method for awarding attorneys' fees in class actions is to award a percentage of the common fund. (*Serrano v. Priest* (1977) 20 Cal.3d 25, 48-49 ("when a number of persons are entitled in common to a specific fund, and an action brought by a plaintiff or plaintiffs for the benefit of all results in the creation or preservation of that fund, such plaintiff or plaintiffs may be awarded attorney's fees out of the fund"); *Wershba v. Apple Computer, Inc*. (2001) 91 Cal.App.4th 224, 254; *Lealao v. Beneficial California, Inc.* (2000) 82 Cal.App.4th 19, 26-30.)

The California Supreme Court has held that the award of attorneys' fees in common fund wage and hour class action settlements can be based entirely on the percentage method. (*See Laffitte v. Robert Half Int'l* (2016) 1 Cal. 5th 480, 503 ("We join the overwhelming majority of federal and state courts in holding that when class action litigation establishes a monetary fund for the benefit of the class members, and the trial court in its equitable powers awards class counsel a fee out of that fund, the court may determine the amount of a reasonable fee by choosing an appropriate percentage of the fund created.").)

A fee award of 35% of the fund falls within a recognized range of acceptable attorney fee awards. "[C]ase law surveys suggest that 50% is the upper limit, with 30-50% commonly being awarded in cases in which the common fund is relatively small." (*Miller v. CEVA Logistics USA, Inc.*

[3] The Kick Law Firm, APC and The Law Office of Nick Rosenthal, APC have agreed to share fees in this matter 60%-40%, and the client has given written approval. (Kick Decl., ¶ 11.)

(E.D.Cal. Aug. 7, 2015, No. 2:13-cv-01321-TLN-CKD) 2015 U.S.Dist.LEXIS 104704, at *18 (citing *Newberg on Class Actions* (4th 2002) § 14:6); *accord Rigo v. Kason Indus., Inc.*, 2013 U.S.Dist.LEXIS 99357, *19 (S.D. Cal. 2013); *In re Nuvelo Sec. Litig.*; *Cicero v. DirecTV, Inc.*, 2010 U.S.Dist.LEXIS 86920, *17 (C.D. Cal. 2010).) For instance, in *Godfrey v. Oakland Port Services Corp.*, the Court of Appeal upheld an award of $487,810.50 in attorneys' fees in a wage and hour class action, representing over 50% of the $964,557.08 damages award. (2014) 230 Cal.App.4th 1267, 1272.

California courts have the discretion to apply (or not apply) a "lodestar crosscheck" on a request for a percentage of the settlement. (*Laffitte*, 1 Cal.5th at 505.) The California Supreme Court in *Laffitte* made clear that a lodestar cross-check is not required. (*Id.* at 574 ("The percentage of the fund method survives in California class action cases....").) As already explained, Class Counsel's combined lodestar in this matter exceeds $85,000, meaning the fee sought pursuant to the percentage-of-recovery is about half the lodestar amount, and therefore presumptively fair.

Further, as stated, there are no objectors to any aspect of the proposed settlement, and also no opt-outs. The absence or minimal number of objections to a fee request is significant evidence that the request is fair and reasonable. (*Bellinghausen v. Tractor Supply Company* (N.D. Cal. 2015) 306 F.R.D. 245, 261; *National Rural Telecommunications Cooperative v. DIRECTV, Inc.* (C.D. Cal. 2004) 221 F.R.D. 523, 529 ("It is established that the absence of a large number of objections to a proposed class action settlement raises a strong presumption that the terms of a proposed class settlement action are favorable to the class members.").) Here, the requested fee award was clearly and conspicuously disclosed to Class Members in the Notice. (Ex. A to Salinas Decl. at 4.) No class member has objected, nor opted out. (*Id.* ¶¶ 7-8.) The absence of objections and opt-outs further weighs in favor of approval of the fee award.

Regarding costs, Class Counsel incurred $14,464.25 in necessary litigation expenses and they are reasonable. (Kick Decl. ¶ 15, Ex. 5 [expenses of $13,952.20]; Rosenthal Decl. ¶ 9, Ex. B [expenses of $512.05].) Class Counsel anticipate that Plaintiff will incur an additional $350 in costs. (Kick Decl. ¶ 15.) This means a total in reimbursable costs Class Counsel anticipate that litigation costs will total approximately $14,814.25 through final accounting of the Settlement. (Kick Decl. ¶ 15; Rosenthal Decl. ¶ 9.) As the evidence submitted herewith shows, all of these costs are documented and reasonably incurred. (Kick Decl. ¶ 15, Ex. 5; Rosenthal Decl. ¶ 9, Ex. B.)

Accordingly, the proposed Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment are fair, adequate, and reasonable and warrant Court approval.

VI. CLASS REPRESENTATIVE SERVICE AWARD

Plaintiff seeks a Class Representative Service Award of $10,000, which is provided for in the Settlement. (SA, ¶ 3.2.1.) The Class Representative Service Award is intended to recognize the time, effort, and risk that Plaintiff undertook in bringing this case and helping to secure the relief obtained for the members of the Class. (*See Bell v. Farmers Ins. Exchange*, 115 Cal.App.4th 715, 726 (2004) (upholding "service payment" to named plaintiff for his efforts in bringing class case); *Rodriguez v. West Publishing*, 563 F.3d 948, 959 (9th Cir. 2009) (stating that incentive awards are "intended to compensate class representatives for work done on behalf of the class, to make up for financial or reputational risk undertaken in bringing the action, and, sometimes, to recognize their willingness to act as a private attorney general.")) To determine the propriety of a service award, courts consider the actions protecting class interests, the benefit provided to the class based on those actions, and the amount of time and effort expended by the plaintiff. (*Staton v. Boeing Co.*, 327 F.3d 938, 976-7 (9th Cir. 1993).)

Here, Plaintiff should be compensated for the contributions provided to the Class, the potential reputational risks she undertook, the time and efforts expended on behalf of the Class, and Plaintiff's entering into a broader waiver of claims outside of the scope of the Class claims released by the Class in the Settlement. (SA, ¶ 6.1.1; Kick Decl. ¶ 12; Declaration of Vicky Segura ("Segura Decl.") ¶¶ 2, 4-8.) Among other things, Plaintiff reviewed case documents, provided information, and approved the Memorandum of Understanding and Settlement. (Segura Decl. ¶¶ 4, 6.) Courts in California recognize the appropriateness of, and award, service awards such as this. (*See, e.g., Ross v. US Bank National Association*, No. C 07-02951 SI, 2010 WL 3833922, at *2 (N.D. Cal. Sept. 29, 2010) (approving $20,000 enhancement award to Class Representative in California wage-and-hour class action settlement); *Louie v. Kaiser Found. Health Plan, Inc.*, CASE NO. 08cv0795 IEG RBB, 2008 U.S. Dist. LEXIS 78314, at *18 (S.D. Cal. Oct. 6, 2008) (approving "$25,000 incentive award for each Class Representative" in wage and hour settlement); *Garner v. State Farm Mut. Auto. Ins. Co.*, No. CV 08

1365 CW (EMC), 2010 WL 1687832, at *17 n.8 (N.D. Cal. Apr. 22, 2010) ("Numerous courts in the Ninth Circuit and elsewhere have approved incentive awards of $20,000 or more where . . . the class representative has demonstrated a strong commitment to the class".))

VII. THE ADMINISTRATOR EXPENSES PAYMENT

Before agreeing retain Phoenix as the Administrator, the Parties obtained and reviewed Phoenix's "not-to-exceed" bid of $5,750. (Kick Decl. ¶ 13.) Phoenix's final invoice is for $4,950. (Salinas Decl. ¶ 16, Ex. B.) Thus, the Administrator Expenses Payment provision is fair and reasonable and warrants final approval.

VIII. UNCASHED INDIVIDUAL CLASS PAYMENT CHECKS OR INDIVIDUAL PAGA PAYMENT CHECKS

The face of each check for the Individual Class Payments and/or Individual PAGA Payments shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. (SA ¶ 4.4.1.) The Administrator will cancel all checks not cashed by the void date. (*Id.*) For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b). (SA ¶ 4.4.3.) There is no *cy pres* recipient of funds for uncashed checks for the Individual Class Payments and/or Individual PAGA Payments. (*Id.*)

IX. NOTICE OF JUDGMENT

Notice of any final order or judgment in this matter will be disseminated to the Class via the settlement website. (Kick Decl., ¶ 16.)

X. CONCLUSION

For the stated reasons, Plaintiff respectfully requests that the unopposed motion for final approval be fully granted.

Respectfully submitted,

THE KICK LAW FIRM, APC

Dated: February 9, 2026

By: /s/ Lauren Davis

Taras Kick, CA Bar No. 143379
Lauren Davis, CA Bar No. 294115
Tyler J. Dosaj, CA Bar No. 306938
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DATED: February 9, 2026

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