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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

ROBERT SUMNER, on behalf of himself and all others similarly situated,

Plaintiff,

v.

VACCO INDUSTRIES, a Delaware Corporation; and DOES 1-50, inclusive.

Defendants.

CASE NO.: 24STCV24575

Assigned to the Hon. Elihu M. Berle

PLAINTIFF'S NOTICE OF MOTION AND MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT

HEARING INFO

Date: December 29, 2026
Time: 9:00 a.m.
Dept.: 14

TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE that on December 29, 2026, at 9:00 a.m., or as soon thereafter as the matter may be heard, in Department 6 of the Los Angeles County Superior Court, located at the Spring Street Courthouse, 312 North Spring Street, Los Angeles, California 90012, Plaintiff Robert Sumner will move for final approval of the Class Action and PAGA Settlement.

This Motion seeks final approval of the $1,260,000 Settlement between Plaintiff Robert Sumner and Defendant VACCO Industries and entry of judgment in accordance with the fully executed Amended Settlement Agreement.

Specifically, Plaintiff will and hereby does move the Court to grant final approval of the Settlement Agreement and enter the Proposed Order and Final Judgment filed concurrently herewith:

1. Finally certifying the Settlement Class, as defined in the Settlement Agreement and the Court's Order Granting Preliminary Approval of the Class Action Settlement;

2. Finally appointing Plaintiff Robert Sumner as the Class Representative for purposes of settlement;

3. Finally appointing Joshua Falakassa of Falakassa Law, P.C. and Mehrdad Bokhour of Bokhour Law Group, P.C. as Class Counsel for purposes of settlement;

4. Finding that the Class Notice was properly provided to the Settlement Class in accordance with the Court's Order Granting Preliminary Approval of Class Action Settlement;

5. Finally approving the Settlement as fair, adequate, and reasonable, based upon the terms set forth in the Settlement Agreement;

6. Binding Participating Class Members to the terms of the Settlement Agreement, including the Release specified therein; and

7. Retaining jurisdiction to enforce the Settlement Agreement.

8. Setting a Settlement Compliance Hearing and directing Class Counsel, at least 15 days before the hearing, to file a declaration from the Settlement Administrator addressing the status of settlement administration and distribution, including the amounts distributed, the number and value of checks cashed and remaining uncashed, any amounts to be donated to the designated

cy pres, Bet Tzedek Legal Services and Public Counsel, and confirmation that all other payments required under the Settlement Agreement have been made

This Motion is based upon this notice, the accompanying memorandum of points and authorities, Declarations of Mehrdad Bokhour and Joshua Falakassa in Support of Final Approval of Class Action Settlement, the the Declaration of Plaintiff Robert Sumner in Support of the Plaintiff's Motion for Preliminary Approval of Class Action Settlement and Kevin Lee regarding notice and settlement administration, the fully executed Amended Class Action and PAGA Settlement Agreement, the Court's August 31, 2026 Amended Preliminary Approval Order, and all records and proceedings in this Action.

Pursuant to paragraph 14 of the Amended Preliminary Approval Order, Phoenix will submit a supplemental declaration by December 15, 2026 following the November 30 response deadline.

Respectfully submitted,

Dated: October 28, 2026,

BOKHOUR LAW GROUP, P.C.
FALAKASSA LAW, P.C.

By: _____

Mehrdad Bokhour, Esq.
Joshua Falakassa, Esq.
Attorneys for Plaintiff and the Settlement Class

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MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

This motion seeks final approval of a wage-and-hour class action settlement between Plaintiff Robert Sumner ("Plaintiff") and Defendant VACCO Industries ("Defendant") (collectively, the "Parties") in the amount of $1,260,000 (the "Gross Settlement Amount") for 338 identified individuals who are or were employed by Defendant as non-exempt employees in California during the Class Period of September 20, 2020 through July 31, 2025.

Plaintiff also represents PAGA Members on behalf of the State of California pursuant to the California Labor Code Private Attorneys General Act of 2004 ("PAGA"). (Lab. Code, §§ 2698–2699.5.) The PAGA Period is September 20, 2023 through July 31, 2025. Kevin Lee reports 248 PAGA Members and 9,827 PAGA pay periods. (Lee Decl., ¶ 14.)

The fully executed Amended Class Action and PAGA Settlement Agreement ("Settlement Agreement") was submitted with Plaintiff's July 30, 2026 Supplemental Declaration of Mehrdad Bokhour in Support of Preliminary Approval. The Settlement Agreement, in its entirety, is incorporated herein by reference.

On August 31, 2026, the Court entered its Amended Order Granting Preliminary Approval. Phoenix Settlement Administrators ("Phoenix" or "Settlement Administrator") received Class Data on September 23, 2026, performed an NCOA search on September 25, 2026, and mailed the Court-approved Class Notice to 338 Class Members on September 28, 2026. (Declaration of Kevin Lee Regarding Notice and Settlement Administration ("Lee Decl."), ¶¶ 3–5.)

A copy of the Class Notice is attached to the Lee Declaration as Exhibit A. (Lee Decl., ¶ 5.)

II. PERTINENT BACKGROUND AND SETTLEMENT TERMS

Plaintiff and the Settlement Class Members include all current and former non-exempt employees of Defendant who worked in California at any time between September 20, 2020, and July 31, 2025. (Settlement Agreement, ¶ 1.8; Lee Decl., ¶ 2.)

Plaintiff alleges failures to pay overtime and other wages, provide compliant meal and rest

periods or premiums, provide accurate wage statements, reimburse business expenses, pay sick and vacation wages, and timely pay wages upon separation, as well as related statutory and PAGA claims. Defendant denies liability. (See Class Notice, Lee Decl., Ex. A.)

The Settlement Class includes 338 identified individuals. The following is a breakdown of the requested allocations under the Settlement Agreement, based on the October 28, 2026 administrator figures. (Lee Decl., ¶¶ 3, 12, 14, 16.)

	Total Amount
Settlement Amount	$1,260,000
Attorneys' Fees (1/3)	$420,000
Litigation Costs	$17,645.03
Settlement Administrator Costs	$7,810
PAGA payment to LWDA	$32,500.00
PAGA payment to PAGA Members	$17,500.00
Class Representative Service Payment	$10,000.00
Net Settlement Amount	$754,544.97

Settlement Class Members who did not opt out of the Settlement in a timely manner will be deemed to have participated in the Settlement and shall become Participating Class Members without having to submit a claim form or take any other action. Each Participating Class Member will receive a pro-rata share of the Net Settlement Amount according to the percentage of weeks he/she worked during the Class Period, such that the amount actually distributed to Participating Class Members will equal 100% of the Net Settlement Amount.

Assuming the Court approves all requested deductions, the average Individual Settlement Share is preliminarily estimated at approximately $2,232.38; the highest is $3,718.11. (Lee Decl., ¶ 13.)

Twenty percent (20%) of each Individual Class Payment is allocated to wages subject to applicable withholding, and eighty percent (80%) to non-wage amounts. Defendant separately funds employer-side payroll taxes. Defendant must fund the Gross Settlement Amount no later than seven (7) business days after the Effective Date; the Administrator shall mail settlement checks within ten (10) days after funding. (Settlement Agreement, ¶¶ 3.2, 4.3–4.4; Lee Decl., ¶ 15.)

The Settlement allocates $50,000 to resolve the PAGA claims, with 65% ($32,500)

payable to the LWDA and 35% ($17,500) distributed to 248 PAGA Members based on 9,827 PAGA pay periods. The estimated average PAGA payment is $70.56. (Settlement Agreement, ¶ 3.2.6; Lee Decl., ¶ 14.)

The Parties also considered the substantial litigation risks associated with the PAGA claims, including disputes regarding whether any Labor Code violations occurred, whether penalties could be established on a representative basis, whether penalties should be reduced under Labor Code section 2699(e)(2), and whether Plaintiff could establish entitlement to recover penalties for all alleged violations. Defendant denies all liability and contends that its policies and practices complied with California law at all relevant times.

Additionally, the Settlement provides meaningful direct relief to the affected employees while preserving its non-reversionary nature. Accordingly, the requested PAGA allocation is fair, adequate, and reasonable under Labor Code section 2699(l)(2).

In light of the notice response reported as of October 28, 2026, and the Settlement's overall terms, Plaintiff respectfully requests final approval. The November 30, 2026 deadline has not expired; Phoenix will submit final participation statistics in a supplemental declaration by December 15, 2026. (Lee Decl., ¶¶ 7–9, 17; Amended Preliminary Approval Order, ¶ 14.)

III. THE NOTICE PROCESS

A. Notice to the Settlement Class Members

Pursuant to the Court's Amended Preliminary Approval Order and Settlement Agreement, Phoenix received Class Data for 338 persons on September 23, 2026, performed an NCOA search on September 25, 2026, and mailed 338 Class Notices on September 28, 2026. (Lee Decl., ¶¶ 3–5.)

As of October 28, 2026, Phoenix reported zero returned notices, zero requests for exclusion, zero objections, and zero workweek disputes. The response deadline is November 30, 2026; these results are interim, and Phoenix will report the final numbers by supplemental declaration no later than December 15, 2026. (Lee Decl., ¶¶ 6–10, 17; Amended Preliminary Approval Order, ¶ 14.)

In accordance with California Rules of Court, rules 3.766 (d) and 3.769 (f), the Class

Notice provided Settlement Class Members with (1) a brief explanation of the case; (2) an explanation of each Settlement Class Member's right to opt out of the Settlement Class; (3) an explanation of the process (and relevant deadlines) through which a Settlement Class Member could opt out of the Settlement Class; (4) notice about the binding nature of the Judgment for Settlement Class Members who do not opt-out; (5) an explanation of each Settlement Class Member's right to appear through counsel; (6) an explanation of each Settlement Class Member's right to appear at the fairness hearing and express views on the Settlement, i.e., object or otherwise respond; and (7) an explanation of each Settlement Class Member's right to participate in the Settlement and receive payment accordingly. (Attached hereto as **Exhibit "A"** to the Kevin Lee Declaration is a true and correct copy of the Class Notice.)

B. No Objections or Requests for Exclusion Reported as of October 28, 2026

California law makes clear that the percentage of objectors and opt-outs is an important factor in the Court's consideration of a proposed class action settlement. (See *Dunk*, *supra*, 48 Cal.App.4th at 1802.) Indeed, the Ninth Circuit and other federal courts recognize that in the final fairness analysis, the number or percentage of class members who object to the settlement is a significant factor. (*See Mandujano v. Basic Vegetable Prods., Inc*. (9th Cir. 1976) 541 F.2d 672, 677; *In re American Bank Note Holographics, Inc*. (SDNY 2001) 127 F.Supp.2d 418, 425 ["[i]t is well settled that the reaction of the class to the settlement is perhaps the most significant factor to be weighed in considering its adequacy."")

As of October 28, 2026, Phoenix had received no requests for exclusion or objections; all 338 identified Class Members remained eligible to participate, subject to timely and valid requests received by November 30, 2026. Plaintiff will provide the Court with the final figures in Phoenix's supplemental declaration. (Lee Decl., ¶¶ 7–10, 17.)

IV. EVALUATION OF THE SETTLEMENT

A. The Settlement Was Reached Through Informed Arms-Length Negotiation

Courts presume the absence of fraud or collusion in settlement negotiations unless evidence to the contrary is offered. Thus, there is a presumption here that the negotiations were conducted in good faith. (*See* 3 Alba Conte & Newberg, supra, at § 11.51.) The proposed

Settlement here was the product of arm's-length negotiations before a highly experienced and reputable California wage-and-hour class-action mediator, Jeffrey P. Fuchsman, Esq.

Here, Plaintiff and Class Counsel have diligently investigated the claims raised in this litigation and, after taking into account the disputed factual and legal issues involved in this action, the risks attending further prosecution, and the benefits to be received pursuant to the compromise and settlement of the Action as set forth in the Settlement, concluded that the Settlement terms are fair, reasonable, and in the best interest of the Settlement Class.

As the Settlement Agreement itself reveals, there is no preferential treatment for any segment of the Settlement Class, as the Settlement is designed to fairly and adequately compensate all Settlement Class Members. Pursuant to California Rules of Court Rule 3.769(b), the parties have disclosed the agreed-upon and proposed attorneys' fees, which are well within the range of reasonableness for matters of this nature.

B. Plaintiff's Investigation Was More Than Sufficient

As set forth at the time of preliminary approval, Class Counsel's extensive investigation into the facts and merits of the wage and hour claims alleged included analyzing substantial amounts of information, correspondence, documents, timekeeping records, and payroll data, relevant wage and hour policies and procedures, and evidence relating to the class size and the commonality of the claims.

During this process, Plaintiff and Class Counsel conducted investigations into the potential claims of similarly situated employees, including interviewing multiple putative class members and researching Defendant's defenses.

Finally, Class Counsel synthesized and analyzed information provided by Defendant regarding the total Settlement Class Members, the number of current and former non-exempt employees, and the number of employees who worked during various time periods and prepared comprehensive damages calculations regarding the wage and hour claims at issue.

C. Class Counsel Are Experienced in Similar Litigation and Endorse the Settlement

Class Counsel are experienced in this type of litigation, and they represent that this

Settlement is fair and reasonable. (Bokhour Decl., ¶¶ 3–13; see *7-Eleven Owners for Fair Franchising v. Southland Corp*. (2000) 85 Cal.App.4th 1145, 1152 [Final approval of settlement affirmed where counsel were experienced litigators with class-action experience and recommended settlement based on negotiated terms].)

D. Reasonable Estimate of the Nature and Amount of Recovery

Plaintiff's Motion for Preliminary Approval contained a comprehensive *Kullar* analysis (which sufficiently provided the Court with "basic information about the nature and magnitude of the claims in question and 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.)

In light of the uncertainties of protracted litigation, this negotiated Settlement reflects the best practicable recovery for the Settlement Class. While the total Settlement amount is, of course, a compromise figure, the potential risks and opportunities for both parties were carefully weighed, resulting in a fair and equitable Settlement. Based upon detailed data obtained through discovery and information exchanges and factoring in claim certification probabilities and liability probabilities, Class Counsel formulated detailed damages models to evaluate the claims in preparation for mediation and to reach a realistic and reasonable resolution.

Defendant disputes liability and the amount of any recovery. Notwithstanding these disputes, the Settlement commits Defendant to pay $1,260,000 to resolve the litigation.

V. THE REQUESTED ATTORNEYS' FEES ARE FAIR, REASONABLE, AND SHOULD BE AWARDED

For their efforts in creating a common fund for the benefit of the Settlement Class, the Settlement Agreement provides that Class Counsel may seek reasonable attorneys' fees of $420,000, which is one-third of the Gross Settlement Amount. These fees are warranted under the law and fall within the range commonly awarded in similar class action cases.

As shown herein, the requested percentage of one-third of the Settlement Amount as payment for Attorneys' Fees should be granted for several reasons, including the following: (1) one-third is the standard benchmark in California for class action settlements (see *e.g.*, *Chavez v.*

Netflix, Inc. (2008) 162 Cal.App.4th 43, 66 n. 11 ("Empirical studies show that, regardless whether the percentage method or the lodestar method is used fee awards in class actions average around one-third of the recovery"); and (2) that the California Supreme Court recently held that the percentage of the fund method survives in California class action cases (*Laffitte v. Robert Half International, Inc.* (2016) 1 Cal.5th 480).

Accordingly, Plaintiff's Attorneys' Fees request should receive final approval.

A. Plaintiff is Entitled to Recover Reasonable Attorneys' Fees Under the Labor Code

Plaintiff and the Settlement Class in this action are entitled to recover reasonable Attorneys' Fees and Costs under section 218.5 of the California Labor Code, which provides that, "[i]n any action brought for the nonpayment of wages … the Court shall award reasonable attorneys' fees and costs to the prevailing party."

In addition, Plaintiff and the Settlement Class are entitled to recover reasonable Attorneys' Fees pursuant to Labor Code section 1194, subdivision (a), which provides that, "… any employee receiving less than the legal minimum wage … applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage… including … reasonable attorney's fees, and costs of suit."

Plaintiff is further entitled to Attorneys' Fees and Costs under section 226(e) of the Labor Code (employee who prevails on claim for itemized wage statement violation "is entitled to an award of costs and reasonable attorneys' fees"); under PAGA (Labor Code § 2699(k)(1), which provides "Any employee who prevails in any action shall be entitled to an award of reasonable attorney's fees and costs, including any filing fee paid"); and, potentially, section 1021.5 of the California Code of Civil Procedure.

B. Class Counsel's Request for Fees Is Reasonable and Properly Calculated as a Percentage of the Common Fund

Under the "common fund" doctrine, the request for Attorneys' Fees in the amount of 1/3 of the Settlement Amount is reasonable and appropriate, because (1) it is within the approved range for percentages awarded as attorneys' fees in similar cases; (2) it is supported by the high

quality and amount of Class Counsels' work on this case and the positive results obtained for the Settlement Class; (3) the Settlement Class had sufficient notice of the attorneys' fee request; and (4) it is supported by the fact that this case was handled on a contingency basis and was undertaken despite numerous risks and expenses.

1. The Attorneys' Fees Requested Here Fall Within the Reasonable Range Awarded in Similar Cases Under the Well-established Common Fund Method

The California Supreme Court has approved trial courts' use of the common fund method for awarding attorneys' fees in wage-and-hour class actions, like this one, and routinely upholds attorneys' fee requests of 1/3 of the total settlement amount obtained for the class. (*See Laffitte v. Robert Half Int'l Inc.* (2016) 1 Cal. 5th 480, 506; *see also,* 4 Newberg on Class Actions, § 14:6 at 552 ("fee awards in class actions average around one-third of the recovery").

2. The High Quality of Work and Excellent Results Obtained Support the Award

In addition to the fact that a class benefit was created with a significant common fund, the fairness of the requested fee award of one-third of that common fund is supported by the high quality of work performed by Class Counsel and the favorable result obtained for the Class Members given the significant challenges faced by Plaintiff in this action. As the record demonstrates, Class Counsel conducted the litigation on behalf of the class in a competent, professional, and efficient manner. In doing so, Class Counsel confronted substantial litigation risks with well-developed arguments, careful factual analysis, and a creative strategy to overcome legal obstacles, including challenging factual issues pertaining to each substantive claim. The effective legal work performed by Class Counsel, which resulted in a significant benefit for class members, justifies the one-third of the common fund that is requested as reasonable attorneys' fees.

Class Counsel diligently, efficiently, and creatively pursued this case and promptly reached a successful settlement for the benefit of the Class Members. Despite the numerous risks and obstacles afflicting Plaintiff's claims as detailed in Plaintiff's Motion for Preliminary

Approval, Plaintiff's counsel crafted and negotiated a fair and reasonable Settlement Agreement for the benefit of the Class Members.

As of October 28, 2026, Phoenix had received no objections or exclusions from the 338 identified Class Members. Because the November 30, 2026 response deadline remains open, these results are preliminary and subject to the supplemental declaration. (Lee Decl., ¶¶ 7–10, 17.)

Moreover, Class Counsel demonstrated professional skill that benefited the Settlement Class. Class Counsel developed the legal arguments, evaluated the factual issues, and implemented an effective litigation and negotiation strategy, ultimately obtaining a Settlement that provides significant monetary relief to the Settlement Class.

As a result of this litigation, the Class Members stand to receive a preliminary Net Settlement Amount of $754,544.97, subject to any adjustments following the response deadline. (Lee Decl., ¶ 12.)

3. Settlement Class Members Had Sufficient Notice of the Requested Fees

Rule 3.769 of the California Rules of Court requires that the Class Members be notified of any agreement regarding an application for attorneys' fees. Here, the Class Notice, preliminarily approved by the Court and distributed to the Settlement Class Members, apprised them that Class Counsel will ask for Attorneys' Fees of one-third of the Settlement Amount as reasonable compensation for the work Class Counsel performed and will continue to perform in this lawsuit through final approval. (Lee Decl., ¶ 3 & Ex. A.)

The Class Notice also advised the Settlement Class Members of the procedures for objecting to the proposed Settlement and appearing at the settlement hearing, where they could present their objections to any aspect of the Settlement, including the amount of Attorneys' Fees to be awarded to Class Counsel. (*Litwin v. iRenew Bio Energy Solutions, LLC* (2014) 226 Cal.App.4th 877, 883 ["[p]rocedural due process requires that affected parties be provided with 'the right to be heard at a meaningful time and in a meaningful manner'"].)

In accordance with the foregoing, it is respectfully submitted that the instant notice complied with Rule 3.769 and, as a result, the Settlement Class Members' due process rights were fulfilled.

4. The Contingent Nature of Class Counsel's Representation of Plaintiff and the Settlement Class Further Supports the Fee Award at 1/3 of the Common Fund

An additional factor in favor of granting the requested fee award is that this case was both legally and financially risky for Class Counsel. (*See Vizcaino v. Microsoft Corp* (9th Cir. 2002) 290 F.3d 1043, 1048-49.) Class Counsel has been representing the Settlement Class in this matter on a strict contingency basis and, as such, incurred the risk of non-recovery after a substantial investment of time, money, and resources and has done so since the inception of this case without any payment or compensation. Specifically, there was the prospect of enormous cost inherent in this class action litigation, as well as the prospect of a prolonged battle with well-funded corporations who were represented by an experienced law firm; the risk that Defendant could prevail on their arguments that the Settlement Class should not be certified; and the risk that Defendant could prevail on the merits of some or all of the claims. If Plaintiff had lost this case, Class Counsel would have recovered nothing and would have lost its out-of-pocket costs. As of October 28, 2026, Phoenix reported no objections to the requested fee award. (Lee Decl., ¶¶ 8, 17.)

5. A Lodestar Cross-Check Confirms the Reasonableness of the Fee Award

Despite recognized limitations of the so-called lodestar method, some California and federal courts acknowledge the utility of a lodestar "cross-check." (*Lealao, supra,* 82 Cal.App. 4th at 46-47.) Under the "lodestar multiplier" method of cross-checking the reasonableness of attorneys' fees in class actions, the court ascertains Class counsel's total "lodestar" amount by multiplying the number of hours reasonably expended by each attorney or legal staff member by their hourly rates, and then enhances or reduces this lodestar figure by a "multiplier" to account for a range of factors, such as the novelty or difficulty of the case, its contingent nature, and the degree of success achieved. *PLCM Group, Inc. v. Drexler* (2000) 22 Cal.4th 1084, 2655-96; *Press v. Lucky Stores, Inc*. (1983) 34 Cal.3d 311, 322; *Lealao, supra,* 82 Cal.App.4th at 43 [court has discretion to use a multiplier to ensure that the "fee awarded is within the range of fees freely negotiated in the legal marketplace in comparable litigation"].)

Historically, California courts have approved multipliers of 1.5 to 4. *See Coalition for Los Angeles County Planning v. Board of Supervisors* (1977) 76 Cal.App.3d 241, 251 (multiplier of 2+ approved); *Sternwest Corp. v. Ash* (1986) 183 Cal.App.3d 74, 75. The multiplier requested by Class Counsel below is within the range of multipliers found to be appropriate by various federal and state courts in California. In *Sternwest Corp. v. Ash* (1986) 183 Cal.App.3d 74, for instance, the Court of Appeal remanded for a lodestar enhancement of "two, three, four or otherwise." *Id*. At 76; *see also Wershba*, 91 Cal.App.4th at 255 ("Multipliers can range from 2 to 4 or even higher"); *City of Oakland v. Oakland Raiders* (1988) 203 Cal.App.3d 78, 83 (affirming 2.34 multiplier); *Coalition for Los Angeles County Planning in the Pub. Interest v. Board of Supervisors*, 76 Cal.App.3d 241, 251 (affirming multiplier of approximately 2); *See also Steinder v. Am. Broadcasting Co., Inc*. (9th Cir. 2007) 248 Fed. Appx. 780, 783 (approving a multiplier of 6.85 and citing cases with comparable or higher multipliers); *Vizcaino v. Microsoft Corp.* (9th Cir. 2002) 290 F.3d 1043, 1051 (finding no abuse of discretion in awarding a multiplier of 3.65).

In *Torchia v. WW Grainger, Inc.* (E.D. Cal. 2014) 304 F.R.D. 256, 275-278, a federal magistrate in Fresno approved attorneys' fees of $550,000 constituting a 3.57 multiplier on class counsel's total lodestar of $153,856, in a wage and hour class action where class counsel expended 457.85 hours on the case, engaged in limited formal discovery, and where the case settled for $2,750,000 within one year from filing the Complaint with 909 class members claiming $1,305,200 and the remainder, except for the attorneys' fees and costs, reverting to the company.

As set forth in Class Counsel's declarations, the lodestar hours reported for this Action are 110 hours for Mehrdad Bokhour and 98 hours for Joshua Falakassa. At hourly rates of $750, the aggregated lodestar is $156,000, as summarized in the following table:

Attorney	**Experience**	**Hourly Rate**	**Hours**	**Total Lodestar**
Mehrdad Bokhour	14 years	$750	110	$82,500
Joshua Falakassa	13 years	$750	98	$73,500
Total Lodestar				**$156,000**

(Bokhour Decl., ¶¶ [confirm final numbering]; Falakassa Decl. [to be submitted].)

The requested fee of $420,000 represents a multiplier of approximately 2.69 on Class Counsel's $156,000 lodestar, within the range of multipliers considered by California and Ninth

Circuit courts in class actions.

The hourly rates above are comparable to those of other attorneys with equal or similar experience, if not somewhat lower. Thus, not only are Plaintiff's Counsel's rates reasonable and typical, but the attorneys' fees requested are in line with Plaintiff's Counsel's lodestar, all confirming that the fee request is fair and reasonable.

Class Counsel are experienced in Class/PAGA litigation. (Bokhour Decl., ¶¶ 2–13; Falakassa Decl. [to be submitted].) Class Counsel submit that the hourly rates are reasonable for attorneys with comparable experience handling wage-and-hour class and PAGA litigation in this region.

VI. THE REQUESTED COSTS AND SERVICE PAYMENT ARE REASONABLE

A. The Requested Costs Are Reasonable and Merit Approval

Class Counsel's actual costs through the final approval hearing are estimated at $$17,645.03. (Bokhour Decl. ¶ 24.) These costs encompass mediation, filing, expert, and process service fees. They are reasonable and uncontested.

B. The Requested Class Representative Service Payment is Reasonable and Merits Approval

A named plaintiff is an essential ingredient of any class action, and a service payment is appropriate to induce individuals to step forward and assume the burdens and obligations of representing the settlement class. Courts regularly approve service payments to compensate named plaintiffs for their service to the class and the risks they incurred during the litigation. (*See, e.g., Bell v. Farmers Insurance Exchange* (2004) 115 Cal.App.4th 715, 726 (upholding "service payments" to named Plaintiff for their efforts in bringing class action); *Rodriguez v. West Publishing* (9th Cir. 2009) 563 F.3d 948, 959 (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.").

Under the Settlement, Defendant agreed not to oppose Plaintiff's request for a Class Representative Service Payment in the amount of $10,000, which Plaintiff seeks in recognition of his contributions as the Class Representative. Plaintiff came forward and undertook

significant risk, including the risk of being blackballed in the industry and the risk that she could have been liable for Defendant's costs if he lost the case. This factor is significant for a relatively low-wage earner, and the potential risk is very real. (*See Whiteway v. FedEx Kinko's Office & Print Svcs., Inc.* (N.D. Cal. Dec. 17, 2007) No. C 05-2320 SBA, 2007 WL 4531783, at *3 ("the few courts to consider this 'class representatives' dilemma' have not found it inequitable to assess costs upon the lead or named plaintiff in a class action.").)

As further detailed in Plaintiff's Declaration in Support of Preliminary Approval of Class Action Settlement on file with this Court, Plaintiff committed a significant number of hours to assist with the investigation, litigation, and settlement processes of this case to assist on the matter. Plaintiff also spent considerable time preparing for and assisting with the mediation and settlement process. The requested Class Representative Service Payment of $10,000 to Plaintiff is reasonable, particularly in light of the substantial benefits Plaintiff generated for the Settlement Class Members and the risks he undertook.

The requested amount also should be considered in light of the release Plaintiff agreed to provide. In addition to the class and PAGA releases applicable to Settlement Class Members, Plaintiff agreed to a general release of his individual claims. The broader release is a further circumstance for the Court to consider alongside Plaintiff's documented service and risks; the request does not depend on treating the service payment solely as consideration for that release.

The Class Notice disclosed the proposed $10,000 payment. As of October 28, 2026, Phoenix reported no objections; the response deadline remains open until November 30, 2026. (Lee Decl., ¶¶ 8, 17.)

VII. OTHER MATTERS RE: FINAL APPROVAL

A. Settlement Administration Costs

The Parties selected Phoenix as Settlement Administrator. Phoenix requests $7,810 in settlement administration costs, including costs incurred and estimated completion costs, supported by its invoice attached as Exhibit B to the Lee Declaration. (Lee Decl., ¶ 16.)

B. Uncashed Checks

Under paragraph 4.4.4 of the fully executed Amended Settlement Agreement, funds

from uncashed and canceled Individual Class Payment or Individual PAGA Payment checks shall be distributed equally to Bet Tzedek Legal Services and Public Counsel, subject to Court approval, as a cy pres award under Code of Civil Procedure section 384(b). The check void date must be not less than 120 days after mailing. (Settlement Agreement, ¶¶ 4.4.1, 4.4.4; Amended Preliminary Approval Order, ¶ 13.)

C. Final Report

Under the Settlement Agreement, VACCO must fund the Gross Settlement Amount within seven (7) business days after the Effective Date, and Phoenix must mail settlement checks within ten (10) days after funding. Checks shall remain negotiable for at least 120 days after mailing. Phoenix shall provide a final accounting and compliance declaration as required by the Settlement Agreement and any Court order. (Settlement Agreement, ¶¶ 4.3, 4.4, 4.4.1, 7.)

D. Submission to the LWDA

Class Counsel will submit the final approval order and judgment to the LWDA as required by the Settlement Agreement and applicable law.

VIII. CONCLUSION

Plaintiff respectfully submits that the Settlement is fair, adequate, and reasonable and merits approval. This Motion is unopposed by Defendant. Based on the foregoing, Plaintiff requests that the Court grant this Motion and finally approve the Settlement.

Dated: October 28, 2026,

Respectfully submitted,

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By: _____
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