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**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF SACRAMENTO**

ALEXANDER GONZALES, individually,  
SERGIO MAGALLANES, individually, JOSE  
FELIX JR., individually, ENRIQUE SANCHEZ  
PUENTES, individually, and on behalf of all  
others similarly situated, the State of California,  
and other aggrieved persons,

*Plaintiffs,*

v.

WATTS WATER TECHNOLOGIES, INC., a  
California corporation; WATTS REGULATOR  
CO., a corporation; and DOES 1 through 10,  
inclusive,

*Defendants.*

Case No.: 24CV017389

*[Assigned for All Purposes to the Honorable  
Jill H. Talley, Dept. 8A]*

**PLAINTIFFS' NOTICE OF MOTION  
AND MOTION FOR FINAL APPROVAL  
OF CLASS ACTION AND PAGA  
SETTLEMENT; MEMORANDUM OF  
POINTS AND AUTHORITIES**

Final Approval Hearing:

Date: October 23, 2026

Time: 9:00 a.m.

Dept.: 8A

Complaint filed: August 30, 2024

Trial date: Not Set

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

2 **PLEASE TAKE NOTICE** that on October 23, 2026, at 9:00 a.m., or as soon thereafter  
3 as the matter may be heard in Department 8A of the Superior Court of California, County of  
4 Sacramento, located at Tani G. Cantil-Sakauye Courthouse, 500 G Street, Sacramento, CA  
5 95814, Plaintiffs Alexander Gonzales, Jose Felix Jr., Enrique Sanchez Puentes, and Sergio  
6 Magallanes (collectively, the “Plaintiffs”) will and hereby does move this Court for an Order:

- 7 1. Granting final approval of the proposed Settlement Agreement;
- 8 2. Awarding Class Counsel attorneys’ fees in the amount of \$98,333.33 and  
9 reimbursement of litigation costs in the amount of \$19,247.66;
- 10 3. Awarding Plaintiffs Class Representative Service Payments in the amount of  
11 \$10,000.00 each (\$40,000.00 total);
- 12 4. Awarding \$4,490.00 to Apex Class Action Administration (“Apex”) for its  
13 settlement administration expenses; and
- 14 5. Approving allocation of \$30,000.00 as civil penalties under the Labor Code  
15 Private Attorneys General Act of 2004 (“PAGA”), 75% of which (\$22,500.00)  
16 will be paid to the California Labor and Workforce Development Agency, and  
17 25% of which (\$7,500.00) will be distributed to Aggrieved Employees based on  
18 the number of pay periods worked during the PAGA Period.

19 This Motion is based on this Notice of Motion, Memorandum of Points and Authorities,  
20 the Declaration of Benjamin H. Haber, the Declaration of Norma Ayala, and on all records and  
21 documents on file, together with such oral and documentary evidence that may be presented at  
22 the hearing on this matter.

23 Class Counsel has reviewed the Checklist for Approval of Class Action and/or Private  
24 Attorneys’ General Act (“PAGA”) Settlements found in Local Rule 2.99.05 and the briefing  
25 complies with the Checklist.

26  
27 ///

28 *[Signature on the following page]*

1 Dated: September 30, 2026

**WILSHIRE LAW FIRM, PLC**

2  
3 By: 

Benjamin H. Haber

Daniel J. Kramer

Chase M. Stern

Giancarlo A. Recinos

Attorneys for Plaintiffs

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1     **I.     INTRODUCTION**

2             Plaintiffs Alexander Gonzales, Jose Felix Jr., Enrique Sanchez Puentes, and Sergio  
3     Magallanes (collectively, the “Plaintiffs”) seek final approval of a non-reversionary Gross  
4     Settlement Amount of \$295,000.00. The Settlement Agreement (“Settlement” or “Settlement  
5     Agreement”) provides that the deductions will be made from the Gross Settlement Amount as  
6     follows:

- 7             1.     Attorneys’ fees up to 33 and 1/3% of the Gross Settlement Amount, i.e.,  
8     \$98,333.33;
- 9             2.     Litigation costs up to \$19,247.66;
- 10            3.     Class Representative Service Payments up to \$10,000.00 to each named Plaintiff  
11     (\$40,000.00 total);
- 12            4.     Settlement administration expenses up to \$4,490.00; and
- 13            5.     Civil penalties in the amount of \$30,000.00 for claims under the Labor Code  
14     Private Attorneys General Act of 2004 (“PAGA”), 75% of which (\$22,500.00) will be paid to  
15     the California Labor and Workforce Development Agency (“LWDA), and 25% of which  
16     (\$7,500.00) will be distributed to Aggrieved Employees based on the number of pay periods  
17     worked during the PAGA Period. *See* Settlement §§ 1.34, 3.2.6; *see also* Declaration of Norma  
18     Ayala (“Ayala Decl.”) at ¶¶ 16-18.

19            After all deductions are made, the Net Settlement Amount will be distributed to 49 Class  
20     Members as of the filing of this Motion for Final Approval of Class Action and PAGA  
21     Settlement (the “Motion”) (“Participating Class Members” or “Settlement Class Member”)  
22     based on the number of weeks worked during the Class Period. Ayala Decl. at ¶ 14.

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

27            As of the filing of this Motion, there have been no objections to the Settlement and no  
28     requests for exclusion. Ayala Decl. at ¶¶ 11-12. Participating Class Members will receive an

1 estimated average Individual Class Payment of \$2,305.66, with the highest estimated average  
2 Individual Class Payment being \$10,123.41. Ayala Decl. at ¶ 17. Aggrieved Employees will  
3 receive an estimated average Individual PAGA Payment of \$300.00, with the highest estimated  
4 average Individual PAGA Payment being \$843.76. Ayala Decl. at ¶ 19. In light of the favorable  
5 response from the Class, and the facts and law set forth below as well as in the motion for  
6 preliminary approval, Plaintiffs respectfully request that the Court now enter an Order: (1)  
7 granting final approval of the Settlement; (2) entering final judgment; (3) requiring distribution  
8 of individual settlement shares to participating Class Members; and (4) approving payments for  
9 Class Counsel Fees, Class Counsel Expenses, the Class Representative Service Payments, the  
10 Settlement Administrator's costs, and civil penalties under PAGA.

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

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

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

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

27 At preliminary approval, Plaintiffs presented evidence that this Settlement is entitled to  
28 a presumption of fairness because: (1) it was reached through arm's length bargaining with the

1 assistance of an experienced mediator; (2) Plaintiffs conducted a thorough investigation through  
2 informal discovery and an analysis of Class Members’ time data and payroll records and policy  
3 documents pertaining to Plaintiffs’ claims; and (3) Class Counsel is experienced in similar  
4 litigation. *See* Declaration of Alan Wilcox in Support of Motion for Preliminary Approval of  
5 Class Action and PAGA Settlement (“Wilcox MPA Decl.”) filed April 30, 2026, at ¶¶ 5-6, 7,  
6 37-46. As of the filing of this Motion, no Class Members have opted out and none have objected.  
7 *See* Ayala Decl. at ¶¶ 11-12. Therefore, the Court can confidently conclude that a presumption  
8 of fairness exists.

9 **B. The Strength of Plaintiffs’ Claims, and the Risks, Expense, Complexity, and**  
10 **Likely Duration of Further Litigation as a Class Action Through Trial**

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

21 Here, Plaintiffs presented sufficient information at preliminary approval regarding the  
22 number of Class Members and an estimate of the maximum value of each of the claims alleged.  
23 *See* Wilcox MPA Decl. at ¶¶ 16-27. Plaintiffs have also described in detail the risks the Class  
24 faced in litigation and the strengths and weaknesses of each of the claims. *See id.* Defendants  
25 denied Plaintiffs’ allegations, and Plaintiffs noted potential difficulties in obtaining class  
26 certification and succeeding on the merits at trial. *See id.* The factual record here is sufficiently  
27 developed to allow the Court to independently satisfy itself “that the consideration being  
28 received for the release of the class members’ claims is reasonable in light of the strengths and

1 weaknesses of the claims and the risks of the particular litigation.” *Munoz v. BCI Coca-Cola*  
2 *Bottling Co. of Los Angeles*, 186 Cal.App.4th 399, 410 (2010).

### 3 **C. The Amount Offered in Settlement**

4 The Settlement provides for a \$295,000.00 Gross Settlement Amount (“GSA”) to be  
5 distributed among the 49 Class Members who did not opt out as of the date of this filing. Ayala  
6 Decl. at ¶ 14. The GSA will be used to pay Class Counsel’s attorneys’ fees and litigation costs,  
7 Plaintiffs’ Class Representative Service Payments, and the fees and expenses of Apex for its  
8 administration of the Class Notice and settlement funds. *Id.* at ¶ 16. The Settlement also  
9 allocates \$30,000.00 from the GSA to civil penalties under PAGA. *See* Settlement Agreement  
10 at § 1.34; *see also* Ayala Decl. at ¶ 16. After all deductions are made, the Net Settlement Amount  
11 available to Participating Class Members for their Individual Class Payments is estimated to be  
12 \$112,977.47, which will be distributed to Participating Class Members according to the number  
13 of Workweeks they worked for Defendants Watts Water Technologies, Inc. and Watts Regulator  
14 Co. (collectively, the “Defendants”) during the Class Period. *See* Ayala Decl. at ¶ 16; Settlement  
15 Agreement at § 3.2.5.

16 The Settlement Administrator has calculated a total of 3,188.53 Workweeks in the Class  
17 Period. Ayala Decl. at ¶ 15. As a result, the estimated average Individual Class Payment for  
18 Participating Class Members is \$2,305.66, and the highest estimated average Individual Class  
19 Payment for Participating Class Members is \$10,123.41. *Id.* at ¶ 17. Weighing the potential  
20 value of the class claims against the risk and expense of trial, the Settlement provides substantial  
21 relief in light of the potential risks associated with seeking a class judgment.

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

23 Class Counsel sufficiently investigated the alleged claims, applicable law, and potential  
24 defenses. *See* Wilcox MPA Decl. at ¶ 6. Specifically, Class Counsel assessed the value of the  
25 claims using data and documents provided by Defendants in informal discovery, which included  
26 policy documents and timekeeping and payroll records. *Id.* Following a complete analysis of  
27 this information, the Parties attended mediation on August 27, 2025, with an experienced  
28 mediator. *Id.* at ¶ 7. After extensive negotiations and discussions regarding the strengths and

1 weaknesses of Plaintiffs’ claims and Defendants’ defenses, the Parties reached a settlement on  
2 March 17, 2026. *Id.* at ¶ 8.

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

4 Plaintiffs are represented by Wilshire Law Firm, PLC. Declaration of Benjamin H. Haber  
5 in Support of Motion for Final Approval of Class Action and PAGA Settlement (“Haber MFA  
6 Decl.”) at ¶ 3. Class Counsel prosecutes wage and hour cases, including class and representative  
7 actions. *Id.* at ¶¶ 4, 5. Class Counsel has litigated many wage and hour cases and has successfully  
8 resolved cases involving similar issues presented in this matter. *Id.* at ¶¶ 4-14. Class Counsel  
9 has negotiated a settlement here that they believe is fair, reasonable, and adequate based on  
10 Class Counsel’s prior experience litigating these types of cases. *Id.* at ¶ 22.

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

12 The LWDA has received the required notice of this Settlement. On April 30, 2026,  
13 Plaintiffs provided notice to the LWDA of the specific provisions of the Labor Code alleged to  
14 have been violated, including the facts and theories in support. The Settlement provides for the  
15 payment of \$30,000.00 in civil penalties, 75% of which (\$22,500.00) will be paid to the LWDA,  
16 and 25% of which (\$7,500.00) will be paid to Aggrieved Employees based on the number of  
17 pay periods worked during the PAGA Period. *See Ayala Decl.* at ¶ 16; *see also* Settlement  
18 Agreement at §§ 1.34, 3.2.6; Plaintiffs submitted a copy of the Settlement Agreement to the  
19 LWDA on April 30, 2026. The LWDA has not responded to or objected to the Settlement. Haber  
20 MFA Decl. at ¶ 23.

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

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

25 When the Court granted preliminary approval, it also approved the method of providing  
26 notice to Class Members. Following a search of the National Change of Address database, Apex  
27 mailed the Class Notice to all Class Members on July 9, 2026. *Ayala Decl.* at ¶ 7, Exhibit A. The  
28 Class Notice informed Class Members of the terms of the Settlement, the amount of their

individual settlements and how those amounts were calculated, their right to either participate in the Settlement, opt out of it, object to it, or dispute the amount of their individual settlement payment, the procedures and deadlines to submit an opt out, objection, or dispute, and the date, time, and place of the hearing on Plaintiffs’ Motion for Final Approval and instructions to be heard at the hearing. In response to the Class Notice, Apex has received no requests for exclusion from Class Members, no objections from any Class Members, and no disputes from Class Members, as of the date of the filing of this Motion. *Id.* at ¶¶ 11-12. Class Members’ favorable response to the Settlement further supports final approval.

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

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

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

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

1 The requested fee award of 33 and 1/3% of the GSA is consistent with the average fee  
2 award in class actions. *See, e.g., Roos v. Honeywell Int'l, Inc.*, 241 Cal.App.4th 1472 (2015)  
3 (fee award of 37.5% was not an abuse of discretion), disapproved of on other grounds by  
4 *Hernandez v. Restoration Hardware, Inc.*, 4 Cal.5th 260, 287 (2018); *Wren v. RGIS Inventory*  
5 *Specialists*, No. C-06-05778 JCS, 2011 WL 1230826, at \*29 (N.D. Cal. Apr. 1, 2011) (approving  
6 fee award of 42%); *Singer v. Becton Dickinson and Co.*, No. 08-CV-821-IEG, 2010 WL  
7 2196104, at \*8 (S.D. Cal. June 1, 2010) (approving fee award of one-third and noting that the  
8 typical fees awarded in wage and hour class action cases ranges from 33.33% to 40%).  
9 Therefore, the percentage-of-recovery method should be utilized to approve the requested fee.

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

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

28 Generally, "[m]ultipliers can range from 2 to 4 or even higher." *Wershba v. Apple*

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

8         The total hours expended on this action by Class Counsel were reasonable and in line  
9 with comparable cases. While it is not necessary to substantiate the fee award with a lodestar in  
10 this Action, it should be noted that Class Counsel spent approximately 161.8 hours prosecuting  
11 this action, which were divided among the attorneys working on this case according to skill  
12 level. Haber MFA Decl. at ¶¶ 19-20. Multiplying the total hours expended by Class Counsel by  
13 their reasonable hourly rates yields a lodestar of \$134,177.50. *Id.* at ¶ 19. This amount surpasses  
14 the requested fee award of \$98,333.33, resulting in a negative multiplier. *Id.* at ¶ 21. This amount  
15 does not include the time Class Counsel will spend at the Final Approval Hearing and assisting  
16 the Settlement Administrator following final approval. *Id.* Class Counsel dedicated significant  
17 resources to this case by dividing the tasks required according to skill level. *Id.* The hours  
18 expended by each attorney were not duplicative and reflect the extensive investigation and  
19 analysis that was required to achieve this Settlement. This time could have been spent on other  
20 potentially lucrative cases. *Id.* Class Counsel’s lodestar reflects the efficiencies achieved by  
21 attorneys experienced in this field. *Id.* Moreover, Class Counsel has singularly assumed the risk  
22 and costs of litigation purely on a contingency basis. *Id.* And, while Plaintiffs are confident in  
23 the merits of their claims, a legitimate controversy exists as to each cause of action, posing an  
24 actual risk that Plaintiffs may not succeed at class certification and/or trial. *Id.* Any of these  
25 obstacles could have prevented recovery completely, meaning Class Counsel would have been  
26 left with no compensation for all the time and money invested in litigating this case. *Id.* Despite  
27 these risks, Class Counsel took this case on a contingency basis so that Class Members (a  
28 particularly vulnerable group of hourly paid workers) could be compensated for their unpaid

wages. *Id.* Consequently, Class Counsel was precluded from focusing on, or taking on, other cases which could have resulted in a larger, and less risky, monetary gain. *Id.*

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

Class Counsel's hourly rates are comparable to those charged by other class action plaintiffs' counsel and the firms defending class actions. Haber MFA Decl. at ¶ 15. Class Counsel's rates are well within the range of hourly rates that the Los Angeles legal marketplace would compensate counsel for similar services accomplishing similar results. *Id.* For example, in *Bronshteyn v. State of California*, Los Angeles County Superior Ct. No. 19SMCV00057, Order Granting Plaintiff's Motion for Statutory Attorneys' Fees and Costs filed March 30, 2023, an employment action brought by two 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 \$850 per hour for a senior associate. *Id.* These rates were then augmented by a 1.75 lodestar multiplier and affirmed by the California Court of Appeals. *Id.* The rates (and multiplier) requested here are well in line with those found reasonable in *Bronshteyn*. In *Tran v. Golden State FC LLC, et al.* (LASC Case No. BC699931), Fee Order filed 4/8/2022, the court found hourly rates of \$1,300 per hour reasonable for plaintiff's 32-year attorney and \$1,000 per hour reasonable for a 14-year attorney. *Id.* The multiplier here is even more compelling given Class Counsel represents approximately 49 Class Members. *Id.*

Likewise, Class Counsel's hourly rates are reasonable when compared to rates charged within the relevant legal marketplace. Haber MFA Decl. ¶¶ 16-17, **Exhibits 1, 2**. 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 Class Members and Aggrieved Employees, especially considering the relatively small number of estimated workweeks at issue (i.e., 2,770).. Class Counsel's fee request is fair and reasonable and should be approved. Accordingly, Class Counsel respectfully requests the Court approve their \$98,333.33 fee request.

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

3 The Settlement permits Class Counsel to seek reimbursement of litigation costs in an  
4 amount up to \$25,000 and the actual costs incurred are \$18,947.66. Haber MFA Decl. at ¶ 21,  
5 **Exhibit 4**. Additionally, Class Counsel anticipates incurring \$300.00 in future costs for filing  
6 fees and service fees for a total of \$19,247.66 in costs. *Id.* Since Class Counsel's costs do not  
7 meet the maximum of \$25,000.00, the remaining \$5,752.34 will revert to the Net Settlement  
8 Amount. *Id.* These costs were reasonable and necessary to prosecute this case and obtain the  
9 results achieved. *Id.*

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

12 Plaintiffs also request that they be awarded Class Representative Service Payments of  
13 \$10,000.00 each for their role in obtaining the Settlement. In evaluating a service payment, the  
14 Court may consider: "(1) the risk, both financial and otherwise, the class representative faced  
15 in bringing the suit; (2) the notoriety and personal difficulties encountered by the class  
16 representative; (3) the amount of time and effort spent by the class representative; (4) the  
17 duration of the litigation; and (5) the personal benefit received by the class representative as a  
18 result of the litigation." *Golba v. Dick's Sporting Goods, Inc.*, 238 Cal.App.4th 1251, 1272  
19 (2015); *Clark v. American Residential Services, LLC*, 175 Cal.App.4th 785, 804 (2009).

20 Here, Plaintiffs provided a declaration in support of Plaintiffs' Motion for Preliminary  
21 Approval of Class Action and PAGA Settlement and a declaration in support of Plaintiffs'  
22 Motion for Final Approval of Class Action and PAGA Settlement detailing the risk they faced  
23 in bringing the suit, the notoriety and personal difficulties they encountered, the amount of time  
24 and effort they spent on this litigation, the duration of this litigation, and the personal benefit  
25 they will receive as a result of the litigation. *See generally* Declaration of Alexander Gonzales  
26 in Support of Plaintiffs' Motion for Preliminary Approval of Class Action and PAGA Settlement  
27 filed on May 1, 2026, Declaration of Sanchez Puentes in Support of Plaintiffs' Motion for  
28 Preliminary Approval of Class Action and PAGA Settlement filed on April 30, 2026. Plaintiffs

1 should be adequately compensated for their role in obtaining in this Settlement.

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

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

7 The Parties agreed to hire Apex as the Settlement Administrator in this case and the  
8 Court approved this choice at preliminary approval. The Settlement Administrator was  
9 responsible for (a) printing and mailing the *Court Approved Notice of Class Action Settlement*  
10 *and Hearing Date for Final Court Approval*, in English and Spanish (referred to as “Class  
11 Notice”); (b) receiving and processing Requests for Exclusion; (c) resolving disputes among  
12 Settlement Class Members regarding the number of Workweeks recorded by Defendants during  
13 the Class Period, as stated on their individualized Class Notice; (d) calculating Individual Class  
14 Payment and Individual PAGA Payment amounts; (e) processing and mailing Individual Class  
15 Payment and Individual PAGA Payment checks; (f) handling tax withholdings as required by  
16 the Settlement and the law; (g) preparing, issuing and filing tax returns and other applicable tax  
17 forms; (h) managing the distribution of any unclaimed funds pursuant to the terms of the  
18 Settlement; and (i) undertaking additional tasks as mutually agreed upon by the Parties or as  
19 ordered by the Court for Apex to perform. Ayala Decl. at ¶ 3. The requested amount of \$4,490.00  
20 for services rendered and to be rendered is therefore fair and reasonable.

21 **VII. CONCLUSION**

22 Based on the foregoing, Class Counsel respectfully requests that the Court grant final  
23 approval of the Class Action and PAGA Settlement, approve Class Counsel’s attorneys’ fees in  
24 the amount of \$98,333.33 and reimbursement of litigation costs in the amount of \$19,247.66,  
25 the Class Representative Service Payments in the amount of \$10,000.00 to each named Plaintiff,  
26 civil penalties under PAGA in the amount of \$30,000.00, and settlement administration costs  
27 for Apex in the amount of \$4,490.00.

28 ///

1 Dated: September 30, 2026

**WILSHIRE LAW FIRM, PLC**

2  
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