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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SACRAMENTO

BRANDON CASTON, on behalf of himself and all others similarly situated,

Plaintiff,

v.

NORTH VALLEY, LLC, a California Limited Liability Company; and DOES 1-50, inclusive.

Defendants.

CASE NO.: 24CV018816

Assigned to the Hon. Peter K. Southworth

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

HEARING INFO

Date: December 18, 2026
Time: 9:00 a.m.
Dept.: 8B

TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE that on December 18, 2026, at 9:00 a.m., or as soon thereafter as the matter may be heard, in Department 8B of the Sacramento County Superior Court, located at 500 G Street, Sacramento, California 95814, before the Honorable Peter K. Southworth, Plaintiff Brandon Caston, individually and on behalf of all others similarly situated, will and hereby does move the Court, pursuant to Code of Civil Procedure section 382, for entry of an Order granting final approval of the parties' Amended Class Action and PAGA Settlement Agreement (the "Settlement Agreement" or "Settlement"). The Court preliminarily approved the Settlement on or about August 21, 2026.

This Motion, which is supported and unopposed by Defendant North Valley, LLC ("Defendant"), seeks final approval of a $325,000 Settlement on behalf of the Settlement Class Members and entry of judgment.

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 Brandon Caston 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;

7. Retaining jurisdiction to enforce the Settlement Agreement; and

8. Setting a Settlement Compliance Hearing on a Friday at 9:00 a.m. 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 transmitted to the California Controller's Unclaimed Property Fund, 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; the concurrently filed Declarations of Mehrdad Bokhour and Joshua Falakassa in Support of Final Approval of Class Action Settlement and Declaration of Nathalie Beltran of ILYM Group, Inc.; the previously filed Declaration of Plaintiff Brandon Caston in Support of Preliminary Approval of Class Action Settlement; the records and files in this Action; and any further evidence or argument the Court may receive at or before the hearing.

Pursuant to Local Rule 1.06(A), the Court will issue a tentative ruling by 2:00 p.m. on the court day before the hearing. Tentative rulings may be accessed online via the Court's website. Parties without internet access may obtain the ruling by calling the department's dedicated telephone number, listed in the local telephone directory, between 2:00 p.m. and 4:00 p.m. on the court day before the hearing. If no party contacts the Court and opposing counsel by 4:00 p.m. the day before the hearing, the matter will be deemed submitted, and no oral argument will be heard.

Respectfully submitted,

Dated: November 20, 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 the $325,000 non-reversionary class action and PAGA settlement ("Settlement") between Plaintiff Brandon Caston ("Plaintiff") and Defendant North Valley, LLC ("Defendant") (collectively, the "Parties"). The Settlement covers 34 individuals who are or were employed by Defendant as non-exempt hourly employees in California at any time from September 19, 2020, through April 26, 2026 (the "Class Period") (collectively, the "Class Members" or the "Class").

Plaintiff also seeks approval of the Settlement's resolution of claims for civil penalties under the California Labor Code Private Attorneys General Act of 2004 ("PAGA") (Lab. Code, §§ 2698–2699.5), brought on behalf of the State of California and 34 individuals who are or were employed by Defendant as non-exempt hourly employees in California at any time from September 19, 2023, through April 16, 2026 (the "PAGA Period") (collectively, the "PAGA Members").

A true and correct copy of the Amended Class Action and PAGA Settlement Agreement ("Settlement Agreement") is attached as **Exhibit B** to the concurrently filed Declaration of Mehrdad Bokhour in Support of Plaintiff's Motion for Final Approval of Class Action Settlement ("Bokhour Decl."). The Settlement Agreement, in its entirety, is incorporated herein by reference.

On or about August 21, 2026, the Court granted preliminary approval of the Settlement Agreement. Pursuant to that order, on September 14, 2026, ILYM Group, Inc. (the "Settlement Administrator" or "ILYM") mailed the Court-approved Notice of Class Action Settlement and Hearing Date for Final Court Approval (the "Class Notice") to all Settlement Class Members. (See Declaration of Nathalie Beltran of ILYM Group, Inc., in Support of Motion for Final Approval of Class Action Settlement ("Beltran Decl."), at ¶¶ 3–15.)

A copy of the Class Notice is attached to Beltran Decl. as **Exhibit A**.

II. PERTINENT BACKGROUND AND SETTLEMENT TERMS

Plaintiff and the Settlement Class Members include current and former non-exempt hourly employees of Defendant in California during the Class Period, September 19, 2020, through April

26, 2026. (Bokhour Decl., ¶ 26.)

Plaintiff alleges that Defendant failed to pay all overtime wages owed, including wages calculated at the proper regular rate of pay; failed to provide compliant meal and rest periods or pay required premiums; failed to pay all sick time wages; failed to provide accurate itemized wage statements; failed to timely pay all wages owed at separation; and failed to reimburse necessary business expenses. Plaintiff also asserts related unfair competition and PAGA claims. Defendant disputes these allegations. (Settlement Agreement, §§ 2.1–2.4, 5.2–5.3; Bokhour Decl., ¶ 26.)

The Settlement Class includes 34 individuals who performed work in a non-exempt hourly position for Defendant in California at any time during the Class Period. The following is a breakdown reflecting how the funds are allocated under the Settlement Agreement (Declaration of Nathalie Beltran Regarding Notice and Settlement Administration ("Beltran Decl."), ¶ 13):

	Total Amount
Settlement Amount	$325,000
Attorneys' Fees (1/3)	$108,333.33
Litigation Costs	$13,992.45
Settlement Administrator Costs	$6,000
PAGA payment to LWDA	$13,000.00
PAGA payment to PAGA Members	$7,000.00
Class Representative Service Payment	$15,000.00
Net Settlement Amount	$161,674.22

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 distributed to Participating Class Members will equal 100% of the Net Settlement Amount.

Assuming the Court approves all the amounts in the Settlement, the average payment to each Participating Class Member is estimated to be approximately **$4,755.12,** and the highest payment is estimated to be approximately **$9,821.33**. (Beltran Decl. ¶ 13.)

Thirty-three percent (33%) will be allocated as wages, subject to applicable local, state, and federal tax withholdings and reported on an IRS Form W-2; and sixty-seven percent (67%)

will be allocated as interest and penalties, from which no taxes will be withheld and which will be reported on an IRS Form 1099. Defendant is separately responsible for its share of employer-side payroll taxes. Defendant will deposit one-third of the Gross Settlement Amount into a Qualified Settlement Fund within 30 days after the Court grants final approval and the remaining two-thirds no later than June 30, 2027. The Administrator will disburse all Court-approved payments within 7 days after funding. (Settlement Agreement, ¶¶ 1.20, 3.2.1.5, 4.3–4.4.)

The Settlement allocates $20,000 to resolve the PAGA claims, with 65% ($13,000) payable to the LWDA and 35% ($7,000) distributed to the 34 PAGA Members as Individual PAGA Payments pursuant to the allocation formula in the Settlement Agreement. (Lab. Code, § 2699, subd. (m).)[1] The Parties reached this allocation following extensive investigation, review of payroll and timekeeping data, evaluation of potential exposure, and arm's-length negotiations before an experienced mediator.

The Parties considered substantial litigation risks affecting the PAGA claims, including disputes over whether Labor Code violations occurred, whether penalties could be stacked across multiple alleged violations within a single pay period, and whether the Court would reduce penalties under Labor Code section 2699(e)(2). As detailed in the Plaintiff's Motion for Preliminary Approval, Plaintiff estimated theoretical PAGA exposure of approximately $112,000 before accounting for disputed liability, proof issues, and the Court's discretion to reduce penalties. The $20,000 allocation reflects a negotiated compromise of those risks rather than an admission of liability. (Declaration of Mehrdad Bokhour in Support of Preliminary Approval, ¶¶ 34–36; Memorandum in Support of Preliminary Approval, § V.D.) Defendant denies liability and maintains that its policies and practices complied with California law.

Additionally, the Settlement provides meaningful direct relief to the affected employees while preserving its non-reversionary nature. Accordingly, the requested PAGA allocation is fair,

[1] Because Plaintiff's PAGA Notice was submitted on September 19, 2024, after the June 19, 2024 effective date of the amendments enacted by Senate Bill 92 and Assembly Bill 2288, Plaintiff's PAGA claims are governed by the amended version of the Private Attorneys General Act ("PAGA"). Accordingly, unless otherwise indicated, references herein to PAGA and Labor Code section 2699 are to the statutory provisions applicable to this action.

adequate, and reasonable under Labor Code section 2699(s)(2).

The Settlement resulted from informed, arm's-length negotiations and provides monetary relief without reversion to Defendant. Significantly, ILYM received no requests for exclusion and no objections, and all 34 Class Members are Participating Class Members. Plaintiff therefore requests final approval. (Beltran Decl., ¶¶ 10–12; *Dunk v. Ford Motor Co*. (1996) 48 Cal.App.4th 1794, 1800–1802.)

III. THE NOTICE PROCESS

A. Notice to the Settlement Class Members

Pursuant to the Court's Preliminary Approval Order and the Settlement Agreement, the parties directed the Settlement Administrator to review and update the Settlement Class Members' addresses, mail the Court-approved Class Notice to the Settlement Class Members, and process their responses. (Beltran Decl. ¶¶ 3-7.) Before mailing the Class Notice, the Settlement Administrator performed a National Change of Address search on all Settlement Class Members to determine if any had moved. (Beltran Decl. ¶ 6.)

ILYM mailed the Class Notice to all 34 Class Members on September 14, 2026. The Response Deadline was October 29, 2026. Four Class Notices were returned as undeliverable; ILYM performed a skip trace on each, obtained updated addresses for all four, and promptly re-mailed them. ILYM received no requests for exclusion and no objections, and no disputes regarding Workweeks or PAGA Pay Periods. Accordingly, all 34 Class Members are Participating Class Members, resulting in a 100% participation rate. (Beltran Decl., ¶¶ 7–12.)

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 Nathalie Beltran Declaration is a true and correct copy of the Class Notice.)

B. There are Zero Objections and Zero Requests for Exclusion

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."]

ILYM received no requests for exclusion and no objections to the Settlement. Accordingly, all 34 Class Members are Participating Class Members and will receive Individual Class Payments. Thus, the Settlement Class overwhelmingly viewed this as a fair and reasonable Settlement. (Beltran Decl., ¶¶ 10–12.)

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, 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, Marc Feder, 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 have (and hereby do) represent that this Settlement is fair and reasonable. (Bokhour Decl., ¶¶ 3-13; Declaration of Joshua Falakassa in Support of Plaintiff's Motion for Final Approval of Class Action Settlement ("Falakassa Decl." ¶¶ 3-8); see *7-Eleven Owners for Fair Franchising v. Southland Corp.* (2000) 85 Cal.App.4th 1135, 1152 [Final approval of settlement affirmed where counsel were all experienced litigators with class-action experience and had recommended settlement based on the negotiated terms].)

D. Reasonable Estimate of the Nature and Amount of Recovery

The preliminary approval papers supplied the factual basis and damages analysis required by *Kullar v. Foot Locker Retail, Inc*. (2008) 168 Cal.App.4th 116, 133. The analysis estimated risk-adjusted values of $142,035 for waiting time penalties, $108,216 for meal period claims, $59,518 for rest period claims, $31,300 for wage statement penalties, and $20,000 for PAGA penalties, totaling $361,069, after fully discounting the regular rate claim. The $325,000 Gross Settlement Amount represents approximately 90% of that risk-adjusted valuation. The discounts reflected disputes over liability, class certification, willfulness, individualized proof, and the Court's discretion to reduce PAGA penalties. (Declaration of Mehrdad Bokhour in Support of Preliminary Approval, ¶¶ 19–38; Memorandum in Support of Preliminary Approval, § V.D.)

Given 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, we carefully weighed the potential risks and opportunities for both parties, 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.

Of course, Defendant denies that any damages should be assessed and denies all the value assessed by Plaintiff. (*Id*.) Moreover, Defendant argued that Plaintiff would not be able to certify the class, as well as specific defenses to Plaintiff's substantive claims. Notwithstanding these arguments, the Settlement commits Defendant to pay $325,000 to settle 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 $108,333.33, which is one-third (1/3) of the Settlement Amount. These fees are warranted under

the law and fall within the range commonly awarded in similar class action cases.

The requested one-third fee is consistent with percentages approved in comparable California common-fund cases. The California Supreme Court permits the percentage-of-the-fund method, subject to the trial court's assessment of reasonableness in the circumstances of the case. (*Laffitte v. Robert Half International, Inc*. (2016) 1 Cal.5th 480, 503–506.) Here, the results obtained, contingency risk, work performed, notice to the Class, and lodestar cross-check support the requested award.

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 overwhelmingly 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 use of the percentage-of-the-fund method in wage-and-hour class actions and upheld a one-third award in Laffitte. The appropriate percentage remains subject to the trial court's discretion and the circumstances of the particular case. (*Laffitte v. Robert Half International, Inc.* (2016) 1 Cal.5th 480, 503–506.)

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

Class Counsel investigated the claims, analyzed payroll and timekeeping records with the assistance of an expert consultant, evaluated the defenses and certification risks, and negotiated a $325,000 non-reversionary Settlement. The $161,674.22 Net Settlement Amount provides meaningful relief to the Class. These efforts and results support the requested one-third fee amount. (Bokhour Decl., ¶¶ 19, 26–32.)

ILYM received no requests for exclusion and no objections, and all 34 Class Members are Participating Class Members. This response supports the reasonableness of the Settlement and requested fees. (Beltran Decl., ¶¶ 10–12.)

As a result of this litigation, the Class Members stand to receive a significant Net Settlement Amount of $161,674.22.

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 (1/3) of the Settlement Amount as reasonable compensation for the work Class Counsel performed and will continue to perform in this lawsuit through final approval. (Beltran Decl., ¶ 7 & 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

Another factor supporting 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.) Here, 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 all out-of-pocket costs.

The absence of any objections to the requested fee award, coupled with the 100% participation rate, also supports its reasonableness. (Beltran Decl., ¶¶ 10–12; *In re Heritage Bond Litigation* (C.D. Cal., June 10, 2005, No. 02-ML-1475 DT) 2005 WL 1594403, at *21.)

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." [2] (*Lealao v. Beneficial Cal., Inc.* (2000) 82 Cal.App. 4th 19, 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, 1095–1096; *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"].)

Here, Class Counsels' requested fee entails a modest multiplier of approximately 1.23. A lodestar cross-check supports assessing the percentage award considering counsel's investment of time and the circumstances of the case. Given the contingent nature of the representation, the work performed, and the monetary relief obtained, the requested award is reasonable. (*Laffitte v. Robert Half International, Inc*. (2016) 1 Cal.5th 480, 503–506; *Vizcaino v. Microsoft Corp*. (9th Cir. 2002) 290 F.3d 1043, 1051.)

As set forth in the Declarations of Mehrdad Bokhour and Joshua Falakassa submitted herewith, the combined lodestar for incurred and reasonably anticipated work on this case is approximately $87,750, which is summarized in the following table and the declaration of Class Counsel:

[2] In practice, the lodestar method is difficult to apply, time-consuming to administer, inconsistent in result, and capable of manipulation. In addition, the lodestar creates inherent incentive to prolong the litigation until sufficient hours have been expended. Herr, David F., *Manual for Complex Litigation,* § 14.121 (1988); see also *In re Activision* (N.D. Cal 1989) 723 F.Supp 1373.

Attorney	Experience	Hourly Rate	Hours	Total Lodestar
Mehrdad Bokhour	14 years	$750	65[3]	$48,750
Joshua Falakassa	13 years	$750	52	$39,000
Total Lodestar				**$87,750**

(Bokhour Decl., ¶ 19; Falakassa Decl., ¶ 16.)

The requested fee of $108,333.33 represents a 1.23 multiplier on Class Counsel's lodestar, well within the range of multipliers California and Ninth Circuit courts commonly approve to account for contingency risk and the results achieved.

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 also highly experienced in Class/PAGA litigation, including being selected as a "Super Lawyer" in employment litigation on multiple occasions and achieving some of the largest settlements in California from 2021 through 2025. (Bokhour Decl. ¶¶ 2-6; Falakassa Decl. ¶¶ 3-8). Indeed, Class Counsel's rates are typical of those charged by defense counsel with similar experience doing similar employment litigation in this region.

VI. THE REQUESTED COSTS AND SERVICE PAYMENT ARE REASONABLE

A. The Requested Costs Are Reasonable and Merit Approval

Class Counsel seeks reimbursement of $13,992.45 in actually incurred litigation costs, itemized in Bokhour Decl., ¶ 23. These costs include court filing and attorney service fees, service of process, mediation, and expert fees. The itemized amounts total the requested reimbursement and are within the $25,000 cap approved at preliminary approval.

[3] Includes an estimated 10 hours of additional work preparing for and attending the hearing (inclusive of finalizing and filing the motion, appearing at the hearing, addressing the Court's questions/concerns, submitting revised documents, responding to class members who are anxious to receive their check, and so on), as well as anticipated work to be performed after the final approval, working with counsel, administrator, and Class Members (which includes up to 1.5 years of case management relating to ensuring timely payment from Defendant, reviewing the calculations, checks are timely mailed, responding to class members questions about the timing of checks/missing checks/lost checks and remailings, working with the administrator regarding uncashed checks and remailings, assisting with the Administrator's declarations regarding payments and uncashed checks, potentially filing an amended judgment, appearing at the final disbursement hearing and/or submitting paperwork related thereto.

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 Corp.* (9th Cir. 2009) 563 F.3d 948, 958–959 [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 $15,000, 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 he 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 detailed in his previously filed declaration in support of Plaintiff's Motion for Preliminary Approval, Plaintiff devoted approximately 35–40 hours to assisting counsel, explaining Defendant's payroll and break practices, locating and reviewing documents, communicating with counsel, and preparing for mediation. He remained involved in reviewing settlement proposals and documents and agreed to an individual general release broader than the Class release. These contributions, the risks he undertook, and the benefits obtained for the Class support the requested $15,000 Service Payment. (Caston Declaration in Support of

Preliminary Approval, ¶¶ 8–16; Settlement Agreement, ¶ 5.1.)

The Class Notice disclosed the proposed $15,000 Service Payment. ILYM received no objections to the Settlement. Plaintiff requests approval based on his contributions, the risks he undertook, and the benefits obtained for the Class. (Beltran Decl., ¶¶ 7, 11 & Ex. A.)

VII. OTHER MATTERS RE: FINAL APPROVAL

A. Settlement Administration Costs

The parties agreed that the Settlement Administrator, ILYM, would be compensated for services performed. The Settlement Administrator requests a fee of $6,000.

B. Uncashed Checks

The Settlement Agreement provides that any uncashed checks will be sent to the California Controller's Unclaimed Property Fund in the name of the applicable Class Member or PAGA Member.

C. Final Report

Defendant will deposit one-third of the Gross Settlement Amount into the Qualified Settlement Fund within 30 days after preliminary approval and must deposit the remaining two-thirds no later than June 30, 2027. The Administrator will distribute the Court-approved payments within 7 days after funding. Settlement checks will remain negotiable for 180 days after mailing. Plaintiff requests a Settlement Compliance Hearing after the check-cashing period and sufficient time to transmit uncashed funds to the California Controller's Unclaimed Property Fund. At least 15 calendar days before that hearing, Class Counsel will file the Administrator's declaration reporting distributions, cashed and uncashed checks, unclaimed-property transfers, and completion of all other required payments. (Settlement Agreement, ¶¶ 4.3–4.4, 7.8.5.)

D. Submission to the LWDA

The LWDA's confirmation of receipt of the Amended Settlement Agreement is identified in Bokhour Decl., ¶ 24 and Exhibit A, consistent with Labor Code section 2699(s)(2). Class Counsel will submit the entered Final Approval Order and Judgment to the LWDA within 10 days after entry, as required by Labor Code section 2699(s)(3).

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: November 20, 2026,

Respectfully submitted,

BOKHOUR LAW GROUP, P.C.
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By: _____

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