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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ORANGE

KAYLA OLIVO AND AARON OMAN, on behalf of themselves and all others similarly situated,

Plaintiffs,

v.

SERVICELINK SERVICES, LLC, a Delaware Limited Liability Company; and DOES 1-50, inclusive.

Defendants.

CASE NO.: 30-2024-01426948-CU-OE-CXC

Assigned to the Hon. David A. Hoffer

PLAINTIFFS' NOTICE OF MOTION AND MOTION FOR FINAL APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT

HEARING INFO

Date: December 14, 2026
Time: 1:30 p.m.
Dept.: CX103

TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE that on December 14, 2026, at 1:30 p.m., or as soon thereafter as the matter may be heard, in Department CX103 of the Orange County Superior Court, located at 751 West Santa Ana Boulevard, Santa Ana, California 92701, before the Honorable David A. Hoffer, Plaintiffs Kayla Olivo and Aaron Oman, individually and on behalf of all others similarly situated, will and hereby do move the Court, pursuant to Code of Civil Procedure section 382, for entry of an Order granting final approval of the Parties' Class Action and PAGA Settlement Agreement, as amended (the "Settlement Agreement" or "Settlement"). The Court preliminarily approved the Settlement on August 31, 2026.

This Motion seeks final approval of a $1,260,000 Settlement on behalf of the Class Members and entry of judgment.

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

1. For the purposes of this Settlement only, finally certifying the Class, as defined in the Settlement Agreement and the Court's Order Granting Preliminary Approval of the Class Action and PAGA Settlement;

2. Finally appointing Plaintiffs Kayla Olivo and Aaron Oman as the Class Representatives 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 Class in accordance with the Court's Order Granting Preliminary Approval of Class Action and PAGA 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 Final Accounting Hearing on a date between November 1, 2027 and December 17, 2027 and directing Class Counsel, at least 10 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 transmitted or to be transmitted to the California State Controller's Office Unclaimed Property account, 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 Declarations of Mehrdad Bokhour and Joshua Falakassa in Support of Final Approval of Class Action Settlement, the Declarations of Plaintiffs Kayla Olivo and Aaron Oman in Support of Plaintiff's Motion for Preliminary Approval already on file in this matter, and the Declaration of Veronica Olivares of CPT Group, Inc., the records and files in this Action, and any other further evidence or argument that the Court may receive at or before the hearing.

Respectfully submitted,

Dated: November 17, 2026,

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

By: _____

Mehrdad Bokhour, Esq.
Joshua Falakassa, Esq.
Attorneys for Plaintiffs and the Putative Class

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MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

This Motion seeks final approval of a wage and hour class action and PAGA settlement between Plaintiffs Kayla Olivo and Aaron Oman ("Plaintiffs") and Defendant ServiceLink Services, LLC ("Defendant") (collectively, the "Parties") in the amount of $1,260,000 (the "Gross Settlement Amount"). The Gross Settlement Amount will provide payments to 421 Participating Class Members who are or were employed by Defendant as non-exempt hourly employees in California at any time from September 19, 2020, through November 26, 2025 (the "Class Period"), and who had not signed release agreements as of August 28, 2025.

Plaintiffs also represent a group of PAGA Members on behalf of the State of California as private attorneys general pursuant to the California Labor Code Private Attorneys General Act of 2004 ("PAGA"). (Lab. Code, §§ 2698–2699.5.) The PAGA Members include any non-exempt hourly employee who works or worked for Defendant in California at any time from September 19, 2023, through November 26, 2025.

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

On August 31, 2026, the Court granted preliminary approval of the Settlement Agreement. Pursuant to that order, on September 29, 2026, CPT Group, Inc. (the "Settlement Administrator" or "CPT") mailed the Court-approved Notice of Class Action and PAGA Settlement and Hearing Date for Final Court Approval, together with the Request for Exclusion Form (the "Class Notice"), to all Class Members. (See Declaration of Veronica Olivares of CPT with Respect to Settlement Administration and Class Notice ("Olivares Decl."), at ¶¶ 3-14.)

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

II. PERTINENT BACKGROUND AND SETTLEMENT TERMS

Plaintiffs and the Class Members include all individuals who are or were employed by

Defendant as non-exempt hourly employees in California at any time between September 19, 2020, and November 26, 2025, and who had not signed release agreements as of August 28, 2025. (Declaration of Mehrdad Bokhour in Support of Motion for Final Approval of Class Action Settlement; ¶ 27 ("Bokhour Decl.")).

Plaintiffs' primary allegations were that Defendant (1) failed to pay all minimum, overtime, and sick wages owed at the "regular rate of pay", (2) failed to provide compliant meal and rest periods or pay compensation in lieu thereof at the "regular rate of pay", (3) failed to provide accurate itemized wage statements, (4) failed to provide timely pay during employment and upon separation of employment, (5) failed to reimburse necessary business expenses, (6) engaged in unfair business practices, and (7) claims for civil penalties under the PAGA arising from the alleged Labor Code violations. (*Id*.)

The Class includes 422 individuals who worked for Defendant in a non-exempt hourly position in California at any time during the Class Period. The following table reflects the allocations requested from the Gross Settlement Amount. (Declaration of Veronica Olivares with Respect to Settlement Administration and Class Notice ("Olivares Decl."), ¶¶ 4, 15, 18.)

	Total Amount
Gross Settlement Amount	$1,260,000.00
Class Counsel Fees Payment	$420,000.00
Class Counsel Litigation Expenses Payment	$17,275.15
Administration Expenses Payment	$10,000.00
LWDA PAGA Payment	$32,500.00
Individual PAGA Payments	$17,500.00
Class Representative Service Payments ($7,500 each)	$15,000.00
Net Settlement Amount	**$**747,724.85

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 the Class Member 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 the amounts in the Settlement, the average payment to

each Participating Class Member is estimated to be approximately **$1,776.07,** and the highest payment is estimated to be approximately **$3,390.05**. (Olivares Decl. ¶ 16.)

One third (1/3) of each Individual Class Payment will be allocated to wages and will be subject to applicable tax withholdings. The remaining two-thirds (2/3) will be allocated to interest and penalties and will not be subject to wage withholdings. Defendant will fund the Gross Settlement Amount within 30 days after the Effective Date. Within 10 days after Defendant funds the Gross Settlement Amount, the Settlement Administrator will issue all payments required by the Settlement. (Settlement, ¶¶ 3.2.4.1 (as amended), 4.3–4.4.)

The Settlement allocates $50,000 to resolve the PAGA claims, with 65% ($32,500) payable to the California Labor and Workforce Development Agency ("LWDA") and 35% ($17,500) distributed to the 289 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 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 Plaintiffs 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 § 2699(s)(2).

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[1] This action and underlying PAGA claim is governed by the version of the Private Attorneys General Act ("PAGA") as amended through Senate Bill 92 and Assembly Bill 2288, which became effective on June 19, 2024. Because the PAGA notice was submitted to the LWDA on September 19, 2024, after the effective date of those amendments, the amended version of Labor Code section 2699 applies. Accordingly, any civil penalties recovered must be distributed with 65% paid to the Labor and Workforce Development Agency and 35% paid to the PAGA Members.

In light of this overwhelmingly positive reaction to the Settlement and its overall terms, it is clear that the Settlement, which was the product of arm's length negotiations, is fair and reasonable, and the Parties therefore respectfully request that the Court grant final approval and enter the proposed judgment as requested. (See *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1800–1802 [class action settlements should be approved if they are fair and reasonable, and a low percentage of objectors and requests for exclusion is evidence of an agreement's fairness].)

III. THE NOTICE PROCESS

A. Notice to the 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 Class Members' addresses, mail the Court-approved Class Notice to the Class Members, and process their responses. (Olivares Decl. ¶¶ 2-7.) Before mailing the Class Notice, the Settlement Administrator performed a National Change of Address search on all Class Members to determine if any had moved. (Olivares Decl. ¶ 6.)

On September 29, 2026, CPT mailed the Court-approved Class Notice to all 422 Class Members. Before mailing, CPT performed an NCOA search to update the Class Members' addresses. 16 Class Notices were subsequently returned by the U.S. Postal Service, and CPT remailed 14 Class Notices following skip tracing. 2 Class Notices ultimately remained undeliverable. The deadline to submit disputes, objections, or requests for exclusion was November 13, 2026. As of November 10, 2026, CPT had received no disputes, no objections, and one request for exclusion. Accordingly, 421 of the 422 Class Members are Participating Class Members, resulting in a 99.76% participation rate. CPT will provide a supplemental declaration with updated data before the Final Approval Hearing. (Olivares Decl., ¶¶ 4, 6–14, 19).

In accordance with California Rules of Court, rules 3.766 (d) and 3.769 (f), the Class Notice provided Class Members with (1) a brief explanation of the case; (2) an explanation of each Class Member's right to opt out of the Class; (3) an explanation of the process (and relevant deadlines) through which a Class Member could opt out of the Class; (4) notice about the binding nature of the Judgment for Class Members who do not request exclusion; (5) an explanation of

each Class Member's right to appear through counsel; (6) an explanation of each 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 Class Member's right to participate in the Settlement and receive payment accordingly. (Attached hereto as Exhibit "A" to the Veronica Olivares Declaration is a true and correct copy of the Class Notice.)

B. There are Zero Objections and Only One Request for Exclusion

California law makes clear that the percentage of objectors and requests for exclusion 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."].)

Because CPT received no objections and only one request for exclusion, 421 of the 422 Class Members are Participating Class Members. Thus, the Class overwhelmingly viewed this as a fair and reasonable Settlement.

IV. EVALUATION OF THE SETTLEMENT

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

Courts presume the absence of fraud or collusion in negotiating a settlement 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, Plaintiffs 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 Class.

As the Settlement Agreement itself reveals, there is no preferential treatment for any segment of the Class, as the Settlement is designed to fairly and adequately compensate all 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. Plaintiffs' 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, Plaintiffs 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 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 Plaintiffs' 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

Plaintiffs' 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 Class. While the total Settlement amount is, of course, a compromise figure, the potential risks and opportunities 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. Moreover, as further detailed in Plaintiffs' Motion for Preliminary Approval, Defendant strongly disputed the merits of the case and the damages on several grounds.

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 Class, Class Counsel request Class Counsel Fees Payment of $420,000, which equals 33.33% of the Gross Settlement Amount. The escalator provision was not triggered because the 60,022 Class Period workweeks did not exceed the 62,455 workweek threshold, and the Gross Settlement Amount therefore remains $1,260,000. The requested fee is the same amount and percentage disclosed to Class Members. (Olivares Decl., ¶¶ 5, 15; Bokhour Decl., ¶¶ 17–23.)

As shown herein, the requested percentage of one-third of the Gross Settlement Amount as Class Counsel Fees Payment 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 held that the percentage of the fund method survives in California class action cases (See *Laffitte v. Robert Half International, Inc.* (2016) 1 Cal.5th 480).

Accordingly, Class Counsel Fees Payment request should receive final approval.

A. Plaintiffs are Entitled to Recover Reasonable Attorneys' Fees Under the Labor Code

Plaintiffs and the 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, Plaintiffs and the 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."

Plaintiffs are 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 Class Counsel Fees Payment 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 Gross 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 Counsel's work on this case and the positive results obtained for the Class; (3) the 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. Class Counsel Fees Payment Requested Here Falls 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 and efficient work performed by Class Counsel and the favorable result obtained for the Class Members given the significant challenges faced by Plaintiffs 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 Class Counsel Fees Payment.

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 Plaintiffs' claims as detailed in Plaintiffs' Motion for Preliminary Approval, Class Counsel crafted and negotiated a fair and reasonable Settlement Agreement for the benefit of the Class Members.

The fact that the Settlement was embraced and supported by the Class Members, as evidenced by zero objections and only one request for exclusion out of 422 Class Members, clearly demonstrates that the Class Members support the Settlement Agreement and results achieved by Class Counsel through the litigation of this matter.

Moreover, Class Counsel demonstrated professional skills that benefited the 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 Class.

As a result of this litigation, the Class Members stand to receive a significant Net Settlement Amount of $747,724.85.

3. 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 Class Members, apprised them that Class Counsel will ask for Class Counsel Fees Payment of one-third of the Gross Settlement Amount as reasonable compensation for the work Class Counsel performed and will continue to perform in this lawsuit through final approval. (Olivares Decl., ¶ 3 & Ex. A.)

The Class Notice also advised the Class Members of the procedures for objecting to the proposed Settlement and appearing at the fairness hearing, where they could present their objections to any aspect of the Settlement, including the amount of Class Counsel Fees Payment 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 Class Members' due process rights were fulfilled.

4. The Contingent Nature of Class Counsel's Representation of Plaintiffs and the 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 Class in this matter on a strictly 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; the risk that Defendant could prevail on its arguments that the Class should not be certified; and the risk that Defendant could prevail on the merits of some or all of the claims.

If Plaintiffs had lost this case, Class Counsel would have recovered nothing and would have lost out-of-pocket costs.

Finally, the absence of any objections to the requested fee award, coupled with the 99.76% Class participation rate, also supports the appropriateness and reasonableness of the requested Class Counsel Fees Payment. (*In re Heritage Bond Litigation* (C.D. Cal., June 10, 2005, No. 02-ML-1475 DT) 2005 WL 1594403, at *21 ["The absence of objections or disapproval by class members to Class Counsel's fee further supports finding the fee request reasonable."].)

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, 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*

[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.

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 the declarations of Class Counsel submitted herewith, the actual aggregated lodestar between the attorneys working on this case is approximately $169,875, which is summarized in the following table and the declaration of Class Counsel:

Attorney	Experience	Hourly Rate	Hours	Total Lodestar
Mehrdad Bokhour	13 years	$750	125[3]	$93,750

[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

Joshua Falakassa	12 years	$725	105	$76,125
Total Lodestar				**$169,875**

(See Bokhour Decl., ¶ 19-20, Falakassa Decl. ¶ 16.)

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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 PAYMENTS ARE REASONABLE

A. The Requested Class Counsel Litigation Expenses Payment Is Reasonable and Merit Approval

Class Counsel's actual litigation costs through the final approval hearing are estimated at $17,275.15, which is less than the $25,000 maximum disclosed in the Class Notice. (Bokhour Decl. ¶ 24.) These costs encompass mediation, filing, expert, and process service fees. They are reasonable.

B. The Requested Class Representative Service Payments are Reasonable and Merit 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 "Class Representative Service Payment" to named Plaintiff for their efforts in bringing class

documents, responding to Class Members who are anxious to receive their check, and so on), as well as 10 hours in 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 settlement administration, including 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.

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."].)

The Settlement provides for Class Representative Service Payments of up to $7,500 to each Plaintiff. Plaintiffs seek that amount in recognition of the substantial time, effort, and responsibility they each devoted to representing the Class. Plaintiffs Olivo and Oman estimate spending approximately 30-35 hours each, assisting with the Action. They provided documents and information, explained Defendant's compensation practices and wage and hour policies, communicated with Class Counsel throughout the litigation, assisted with the analysis of Defendant's defenses, evaluated the proposed resolution, reviewed the Settlement documents, and continued to respond whenever their assistance was needed. Plaintiffs also agreed to step into the role of Class Representatives after the original plaintiff, Matthew Mirmak, passed away, which ensured the continuity of the Action and avoided delay. Throughout the Action, Plaintiffs remained steadfast in representing the Class and never wavered from their willingness to fulfill their responsibilities as Class Representatives. (Bokhour Decl., ¶¶ 14–16.)

Plaintiffs' sustained participation materially assisted Class Counsel's investigation, evaluation, and resolution of the claims. Their efforts helped produce a $1,260,000 non-reversionary common fund for 422 Class Members, with an estimated average Individual Class Payment of $1,776.07 and an estimated highest Individual Class Payment of $3,390.05. Plaintiffs also assumed the burdens and risks associated with serving as the named representatives and, in exchange for the Class Representative Service Payments and their other settlement benefits, will provide the broader general release stated in the Settlement. The requested $7,500 payment to each Plaintiff amounts to approximately 0.60% of the Gross Settlement Amount (approximately 1.19% combined) and is reasonable when considered against Plaintiffs' hours of service, the duration and consistency of their participation, the result obtained, and the absence of any objection to the requested payments. (Olivares Decl., ¶¶ 11, 14–16; Bokhour Decl., ¶¶ 14–16; Settlement, ¶¶ 3.2.1, 5.1.)

The Class Notice advised every Class Member that each Plaintiff would request a Class Representative Service Payment of up to $7,500 and explained the right to object. No Class Member objected. Plaintiffs therefore request approval of the $7,500 Class Representative Service Payment to each Plaintiff as fair and reasonable. (Olivares Decl., ¶ 11 & Ex. A.)

VII. OTHER MATTERS RE: FINAL APPROVAL

A. Settlement Administration Costs

The Parties agreed that the Settlement Administrator, CPT, would be compensated for services performed. The Settlement Administrator's requested fee is $10,000. (Olivares Decl. ¶ 18.)

B. Uncashed Checks

The Settlement Agreement provides that any uncashed checks will be sent to the California State Controller's Office Unclaimed Property account in the name of the Class Member.

C. Final Report

Defendant will fund the Gross Settlement Amount within 30 days after the Effective Date, and the Settlement Administrator will issue the required payments within 10 days after funding. Individual Class Payment and Individual PAGA Payment checks will remain negotiable for 180 days. Within 30 days after the check cashing deadline, and after the Court approves the final accounting, the Settlement Administrator will transmit the funds represented by uncashed checks to the California State Controller's Office Unclaimed Property account in each affected Class Member's name. Plaintiffs request that the Court set a Final Accounting Hearing on a date between November 1, 2027 and December 17, 2027, with the Settlement Administrator's final accounting declaration to be filed at least 10 days before that hearing. (Settlement, ¶¶ 4.3–4.4.3, 7.8.5.)

D. Submission to the LWDA

As set forth in ¶ 24 of the Declaration of Mehrdad Bokhour in Support of Final Approval of Class Action and PAGA Settlement, the Settlement was previously submitted to the LWDA in accordance with Labor Code § 2699(s)(2).

VIII. CONCLUSION

Plaintiffs respectfully submit that the Settlement is fair, adequate, and reasonable and merits approval. Based on the foregoing, Plaintiffs request that the Court grant this Motion and finally approve the Settlement.

Dated: November 17, 2026,

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

By: _____
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