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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN DIEGO

FREDDIE BUNCH, ARNULFO LABIOS, and ASHLEY NICOLE ELLIOTT on behalf of themselves and all others similarly situated,

Plaintiffs,

vs.

NAPHCARE U.S., INC., an Alabama corporation; NAPHCARE OF SAN DIEGO LLC, a California limited liability company; NAPHCARE PHARMACY, LLC, an Alabama limited liability company, NAPHCARE US DE, LLC, a Delaware limited liability company; NAPHCARE WHOLESALE DISTRIBUTION, LLC, an Alabama limited liability company; NAPHCARE, INC., an Alabama corporation; and DOES 1 through 10, inclusive,

Defendants.

Case No.: 37-2024-00002535-CU-NP-CTL

[Assigned for All Purposes to the Honorable Judge Matthew C. Braner, Dept. C-60]

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

Final Approval Hearing:
Date: December 4, 2026
Time: 9:00 a.m.
Dept.: C-60

Complaint filed: January 19, 2024
Trial date: Not Set

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TO ALL INTERESTED PARTIES AND THEIR ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE that on December 4, 2026, at 9:00 a.m., or as soon thereafter as the matter may be heard in Department C-60 of the Superior Court of California, County of San Diego, located at Hall of Justice, 330 W Broadway San Diego, CA 92101, Plaintiffs Arnulfo Labios, Ashley Nicole Elliott, and Freddie Bunch (collectively, the "Plaintiffs") will and hereby does move this Court for an Order:

1. Granting final approval of the proposed Settlement Agreement;
2. Awarding Class Counsel attorneys' fees in the amount of $857,500.00 and reimbursement of litigation costs in the amount of $19,076.81 to WLF, $6,367.59 to Otkupman Law Firm, and $7,400.07 to Rist Law Office, LC;
3. Awarding Plaintiffs Class Representative Service Payments in the amount of $15,000.00 each ($45,000.00 total);
4. Awarding $9,750.00 to Phoenix Settlement Administrators, Inc. ("Phoenix") for its settlement administration expenses; and
5. Approving allocation of $100,000.00 as civil penalties under the Labor Code Private Attorneys General Act of 2004 ("PAGA"), 65% of which ($65,000.00) will be paid to the California Labor and Workforce Development Agency, and 35% of which ($35,000.00) will be distributed to Aggrieved Employees based on the number of pay periods worked during the PAGA Period.

This Motion is based on this Notice of Motion, Memorandum of Points and Authorities, the Declaration of Tyler J. Woods, the Declaration of Thomas A. Rist, the Declaration of Roman Otkupman. the Declaration of Jarrod Salinas, and on all records and documents on file, together with such oral and documentary evidence that may be presented at the hearing on this matter.

Dated: November 20, 2026

WILSHIRE LAW FIRM, PLC

By: _____
Tyler J. Woods
Attorneys for Plaintiffs

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I. INTRODUCTION

Plaintiffs Arnulfo Labios, Ashley Nicole Elliott, and Freddie Bunch (collectively, the "Plaintiffs") seek final approval of a non-reversionary Gross Settlement Amount of $2,450,000.00. The Settlement Agreement ("Settlement") provides that the deductions will be made from the Gross Settlement Amount as follows:

1. Attorneys' fees up to 35% of the Gross Settlement Amount;

2. Litigation costs up to $19,076.81 to WLF, $6,367.59 to Otkupman Law Firm, and $7,400.07 to Rist Law Office, LC;

3. Class Representative Service Payments up to $15,000.00 to each named Plaintiff ($45,000.00 total);

4. Settlement administration expenses up to $9,750.00; and

5. Civil penalties in the amount of $100,000.00 for claims under the Labor Code Private Attorneys General Act of 2004 ("PAGA"), 65% of which ($65,000.00) will be paid to the California Labor and Workforce Development Agency ("LWDA), and 35% of which ($35,000.00) will be distributed to Aggrieved Employees based on the number of pay periods worked during the PAGA Period. *See* Settlement § 2.11.5; *see also* Declaration of Jarrod Salinas ("Salinas Decl.") at ¶ ¶ 16, 18.

After all deductions are made, the Net Settlement Amount will be distributed to 559 Class Members as of the filing of this Motion for Final Approval of Class Action and PAGA Settlement (the "Motion") ("Participating Class Members") based on the number of weeks worked during the Class Period. Salinas Decl. at ¶ ¶ 14, 16.

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

As of the filing of this Motion, there have been no objections to the Settlement and two (2) requests for exclusions. Salinas Decl. at ¶¶ 7,13. Participating Class Members will receive an estimated Individual Class Payment of $2,512.80, with the highest estimated Individual Class

Payment being $13,726.28. Salinas Decl. at ¶ 17. Aggrieved Employees will receive an estimated Individual PAGA Payment of $87.94, with the highest estimated Individual PAGA Payment being $303.39. Salinas Decl. at ¶ 18. In light of the favorable response from the Class, and the facts and law set forth below as well as in the motion for preliminary approval, Plaintiffs respectfully request that the Court now enter an Order: (1) granting final approval of the Settlement; (2) entering final judgment; (3) requiring distribution of individual settlement shares to participating Class Members; and (4) approving payments for Class Counsel Fees, Class Counsel Expenses, the Class Representative Service Payments, the Administrator's costs, and civil penalties under PAGA.

II. THE SETTLEMENT MERITS FINAL APPROVAL

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

A. A Presumption of Fairness Exists

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

At preliminary approval, Plaintiffs presented evidence that this Settlement is entitled to a presumption of fairness because: (1) it was reached through arm's length bargaining with the assistance of an experienced mediator; (2) Plaintiffs conducted thorough investigation through

informal discovery and an analysis of Class Members' time data and payroll records and policy documents pertaining to Plaintiffs' claims; and (3) Class Counsel is experienced in similar litigation. *See* Declaration of Lucy Nguyen in Support of Motion for Preliminary Approval of Class Action and PAGA Settlement ("Nguyen MPA Decl.") filed April 3, 2026, at ¶¶ 8-9, 10, 40-64. As of the filing of this Motion, two (2) Class Members have opted out and none have objected. *See* Salinas Decl. at ¶¶ 7, 13. Therefore, the Court can confidently conclude that a presumption of fairness exists.

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

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

Here, Plaintiffs presented sufficient information at preliminary approval regarding the number of Class Members and an estimate of the maximum value of each of the claims alleged. *See* Nguyen MPA Decl. at ¶¶ 20-26. Plaintiffs have also described in detail the risks the Class faced in litigation and the strengths and weaknesses of each of the claims. *See id.* Defendant denied Plaintiffs' allegations, and Plaintiffs noted potential difficulties in obtaining class certification and succeeding on the merits at trial. *See id*. The factual record here is sufficiently developed to allow the Court to independently satisfy itself "that the consideration being received for the release of the class members' claims is reasonable in light of the strengths and weaknesses of the claims and the risks of the particular litigation." *Munoz v. BCI Coca-Cola*

Bottling Co. of Los Angeles, 186 Cal.App.4th 399, 410 (2010).

C. The Amount Offered in Settlement

1. The Settlement provides for a $2,450,000.00 Gross Settlement Amount ("GSA") to be distributed among the 559 Class Members who did not opt out as of the date of this filing. Salinas Decl. at ¶¶ 14,17. The GSA will be used to pay Class Counsel's attorneys' fees and litigation costs, Plaintiffs' Class Representative Service Payment, and the fees and expenses of Phoenix Settlement Administrators, Inc. ("Phoenix") for its administration of the Class Notice and settlement funds. *Id*. at ¶ 16. The Settlement also allocates $100,000.00 from the GSA to civil penalties under PAGA. *See* Settlement Agreement at §§ 1.37, 2.11.5; *see also* Salinas Decl. at ¶ 18. After all deductions are made, the Net Settlement Amount available to Participating Class Members for their Individual Class Payments is estimated to be $1,404,905.53, which will be distributed to Participating Class Members according to the number of Workweeks they worked for Defendants NaphCare U.S., Inc., NaphCare of San Diego LLC, NaphCare Pharmacy, LLC, NaphCare US DE, LLC, NaphCare Wholesale Distribution, LLC, and NaphCare, Inc. (collectively, the "Defendants") during the Class Period. *See* Salinas Decl. at ¶ 14, 16; Settlement Agreement at § 2.11.4.

The Administrator has calculated a total of 27,323 Workweeks in the Class Period. Salinas Decl. at ¶ 14. As a result, the estimated average Individual Class Payment for Participating Class Members is $2,512.80, and the highest the estimated average Individual Class Payment for Participating Class Members is $13,726.28. *Id*. at ¶ 17. Weighing the potential value of the class claims against the risk and expense of trial, the Settlement provides substantial relief in light of the potential risks associated with seeking a class judgment.

D. The Extent of Discovery Completed and the Stage of the Proceedings

Class Counsel sufficiently investigated the alleged claims, applicable law, and potential defenses. *See* Nguyen MPA Decl. at ¶ 9. Specifically, Class Counsel assessed the value of the claims using data and documents provided by Defendants in informal discovery, which included policy documents and timekeeping and payroll records. *Id*. Following a complete analysis of this information, the Parties attended mediation on January 14, 2026, with an experienced

mediator. *Id.* at ¶ 6. After extensive negotiations and discussions regarding the strengths and weaknesses of Plaintiffs' claims and Defendants' defenses, the Parties reached a settlement for $2,450,000.00 (the "Gross Settlement Amount"), the material terms of which are encompassed within the Class Action and PAGA Settlement Agreement. *Id.* at ¶ 11.

E. The Experience and Views of Counsel

Plaintiffs are represented by Wilshire Law Firm, PLC, Otkupman Law Firm, and Rist Law Office, LC. Declaration of Tyler J. Woods in Support of Motion for Final Approval of Class Action and PAGA Settlement ("Woods MFA Decl.") at ¶ 3. Class Counsel prosecutes wage and hour cases, including class and representative actions. *Id*. at ¶¶ 4, 5. Class Counsel has litigated many wage and hour cases and has successfully resolved cases involving similar issues presented in this matter. *Id*. at ¶¶ 4-17. Class Counsel has negotiated a settlement here that they believe is fair, reasonable, and adequate based on Class Counsel's prior experience litigating these types of cases. *Id*. at ¶ 25.

F. The Presence of a Government Participant

The LWDA has received the required notice of this Settlement. Class Counsel submitted the proposed Settlement to the LWDA before filing the Motion. Nguyen MPA Decl. at ¶ 12. The Settlement provides for the payment of $100,000.00 in civil penalties, 65% of which ($65,000.00) will be paid to the LWDA, and 35% of which ($35,000.00) will be paid to Aggrieved Employees based on the number of pay periods worked during the PAGA Period. *See* Salinas Decl. at ¶ 16; *see also* Settlement Agreement at §§ 1.37, 2.11.5.1. Plaintiff submitted a copy of the Settlement Agreement to the LWDA on April 3, 2026. The LWDA has not responded to or objected to the Settlement. Woods MFA Decl. at ¶ 26.

G. The Reaction of Class Members to the Proposed Settlement

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

When the Court granted preliminary approval, it also approved the method of providing notice to Class Members. Following a search of the National Change of Address database,

Phoenix mailed the Class Notice to all Class Members on August 12, 2026. Salinas Decl. at ¶ 4. The 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. Exhibit A. In response to the Class Notice, Phoenix has received two (2) 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 ¶¶ 7, 13. 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*.

The requested fee award of 35% of the GSA is consistent with the average fee award in class actions. *See*, *e.g.*, *Roos v. Honeywell Int’l, Inc.*, 241 Cal.App.4th 1472 (2015) (fee award of 37.5% was not an abuse of discretion), disapproved of on other grounds by *Hernandez v. Restoration Hardware, Inc.*, 4 Cal.5th 260, 287 (2018); *Wren v. RGIS Inventory Specialists*, No. C-06-05778 JCS, 2011 WL 1230826, at *29 (N.D. Cal. Apr. 1, 2011) (approving fee award of 42%); *Singer v. Becton Dickinson and Co.*, No. 08-CV-821-IEG, 2010 WL 2196104, at *8 (S.D. Cal. June 1, 2010) (approving fee award of one-third and noting that the typical fees awarded in wage and hour class action cases ranges from 33.33% to 40%). Therefore, the percentage-of-recovery method should be utilized to approve the requested fee.

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

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

brought to redress important rights of vulnerable persons. *Ketchum*, 24 Cal.4th at 1133.

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

The total hours expended on this action by Class Counsel were reasonable and in line with comparable cases. While it is not necessary to substantiate the fee award with a lodestar in this Action, it should be noted that Class Counsel spent approximately 136 hours prosecuting this action, which were divided among the attorneys working on this case according to skill level. Woods MFA Decl. at ¶¶ 22-23. Multiplying the total hours expended by Class Counsel by their reasonable hourly rates yields a lodestar of $111,225.00. *Id*. at ¶ 22. This amount results in a 7.71 multiplier. *Id*. at ¶ 23. This amount does not include the time Class Counsel will spend at the Final Approval Hearing and assisting the Administrator following final approval. *Id*. Class Counsel dedicated significant resources to this case by dividing the tasks required according to skill level. *Id*. The hours expended by each attorney were not duplicative and reflect the extensive investigation and analysis that was required to achieve this Settlement. This time could have been spent on other potentially lucrative cases. *Id*. Class Counsel's lodestar reflects the efficiencies achieved by attorneys experienced in this field. *Id*. Moreover, Class Counsel has singularly assumed the risk and costs of litigation purely on a contingency basis. *Id*. And, while Plaintiffs are confident in the merits of their claims, a legitimate controversy exists as to each cause of action, posing an actual risk that Plaintiffs may not succeed at class certification and/or trial. *Id*. Any of these obstacles could have prevented recovery completely, meaning Class Counsel would have been left with no compensation for all the time and money invested in litigating this case. *Id*. Despite these risks, Class Counsel took this case on a contingency

basis so that Class Members (a 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. Woods MFA Decl. at ¶ 18. 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 small 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 $1,000 per hour for the plaintiff's 23-year lead counsel and $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*.

Likewise, Class Counsel's hourly rates are reasonable when compared to rates charged within the relevant legal marketplace. Woods MFA Decl. ¶ 19-20, **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. Class Counsel's fee request is fair and reasonable and should be approved. Accordingly, Class Counsel respectfully requests the Court approve their $857,500.00 fee request.

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

The Settlement permits Class Counsel to seek reimbursement of Class Counsel Litigation Expenses Payment for actual litigation costs incurred. Woods MFA Decl. at ¶ 24, **Exhibit 3**. Additionally, we anticipate incurring $173.75 in anticipated future costs for filing fees and service fees for a total of $19,250.56 in costs. *Id*. In litigation costs, Otkupman Law Firm has spent $6,367.59, and Rist Law Office, LC has spent $7,400.07. *Id*. These costs were reasonable and necessary to prosecute this case and obtain the results achieved. *Id*.

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

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

Here, Plaintiffs provided a declaration in support of Plaintiffs' Motion for Preliminary Approval of Class Action and PAGA Settlement detailing the risk they faced in bringing the suit, the notoriety and personal difficulties they encountered, the amount of time and effort they spent on this litigation, the duration of this litigation, and the personal benefit they will receive as a result of the litigation. *See generally* Declaration of Arnulfo Labios in Support of Plaintiffs' Motion for Preliminary Approval of Class Action and PAGA Settlement filed on April 3, 2026; Declaration of Ashley Nicole Elliott in Support of Plaintiffs' Motion for Preliminary Approval of Class Action and PAGA Settlement filed on April 15, 2026; and Declaration of Freddie Bunch in Support of Plaintiffs' Motion for Preliminary Approval of Class Action and PAGA Settlement filed on May 19, 2026. Plaintiffs should be adequately compensated for their role

in obtaining in this Settlement.

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

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

The Parties agreed to hire Phoenix as the Administrator in this case and the Court approved this choice at preliminary approval. The Settlement Administrator was responsible for (i) preparing, translating, printing, and mailing the *Court Approved Notice of Class Action and PAGA Settlement and Hearing Date for Final Court Approval* ("Notice"); (ii) responding to inquiries from Class Members; (iii) calculating the number of weeks each Class Member worked during the period from January 19, 2020 to March 9, 2026 ("Class Period") and the number of workweeks that each Aggrieved Employee worked during the time period from January 20, 2023 to March 9, 2026 ("PAGA Period"); (iv) determining the validity of letters indicating a request to be excluded from the Class Settlement ("Requests for Exclusion"), written objections to the Class Settlement ("Objections"), and/or dispute regarding the number of Workweeks submitted by Class Members; (v) calculating the Net Settlement Amount and the Individual Settlement Shares to Class Members; (vi) calculating and issuing the Individual Settlement Payments and distributing them to Settlement Class Members and Individual PAGA Payments to Aggrieved Employees; (vii) issuing the payment to Class Counsel for attorneys' fees and costs, the Enhancement Payment to Plaintiff, and the employer/employee payroll taxes to the appropriate taxing authorities; and (viii) such other tasks as set forth in the Settlement Agreement or as the Parties mutually agree or as the Court orders. Salinas Decl. at ¶ 2. The requested amount of $9,750.00 for services rendered and to be rendered is therefore fair and reasonable.

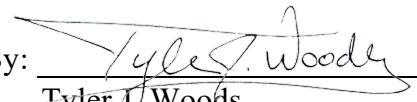
VII. CONCLUSION

Based on the foregoing, Class Counsel respectfully requests that the Court grant final approval of the Class Action and PAGA Settlement, approve Class Counsel's attorneys' fees in

the amount of $857,500.00 and reimbursement of litigation costs in the amount of $19,076.81 to WLF, $6,367.59 to Otkupman Law Firm, and $7,400.07 to Rist Law Office, LC, the Class Representative Service Payments in the amount of $15,000.00 to each Plaintiff ($45,000.00 total), civil penalties under PAGA in the amount of $100,000.00, and settlement administration costs for Phoenix in the amount of $9,750.00.

Dated: November 20, 2026

WILSHIRE LAW FIRM, PLC

By: 

Tyler J Woods
Attorneys for Plaintiffs