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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SACRAMENTO

BARRETT ROBENOLT, as an individual and
on behalf of all others similarly situated,

Plaintiffs,

vs.

PERFORMANCE FOOD GROUP, INC., a
Colorado corporation; CORE-MARK
INTERNATIONAL, INC., a Delaware
Corporation; and DOES 1 through 50,
inclusive,

Defendants.

JOSEPH SEWELL, as an individual and on
behalf of all others similarly situated,

Plaintiff,

v.

CORE-MARK INTERNATIONAL, INC., a
Corporation; and DOES 1 through 50,
inclusive,

Defendants.

Case No. 23CV002011

[Consolidated with Alameda County Superior
Court Case No. 23CV039807, Los Angeles
County Superior Court Case No.
24STCV00195, and Riverside County
Superior Court Case Nos. CVRI2304160 and
CVRI2305632]

[Assigned to Hon. Peter K. Southworth in
Department 8B]

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

Date: October 2, 2026

Time: 9:00 a.m.

Dept.: 8B

HEARING SET BY THE COURT

1 ARJENIS E. CORONA as an aggrieved
2 employee, and on behalf of all other aggrieved
3 employees under the Labor Code Private
Attorneys' General Act of 2004,

4 Plaintiff,

5 v.

6 CORE-MARK INTERNATIONAL, INC. a
7 Delaware corporation; CHRIS WALSH, an
8 individual; and DOES 1 through 100,
inclusive,

9 Defendants.

10
11 ARJENIS E. CORONA, an individual and on
12 behalf of all others similarly situated,

13 Plaintiff,

14 v.

15
16 CORE-MARK INTERNATIONAL, INC. a
17 Delaware corporation; CHRIS WALSH, an
18 individual; and DOES 1 through 100,
inclusive,

19 Defendants.

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Attorneys for Plaintiffs and the Class

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

3 **PLEASE TAKE NOTICE** that on October 2, 2026, at 9:00 a.m., or as soon thereafter as
4 the matter may be heard in Department 8B of the above-entitled Court, located at 720 9th Street,
5 Sacramento, California 95814, Plaintiffs Barrett Robenolt, Joseph Sewell III, Darrius Vance, and
6 Arjenis E. Corona (collectively, "Plaintiffs") will and hereby do seek an Order:

7 1. Granting final approval to the First Amended Joint Stipulation of Class Action and
8 PAGA Settlement ("Settlement Agreement" or "Agreement") in this action;

9 2. Confirming, for settlement purposes only, certification of the following Class: "all
10 current and former non-exempt warehouse employees in California employed directly by
11 Defendants who worked at any time during the Class Period of November 1, 2020 through
12 December 31, 2024";

13 3. Approving distribution of the settlement funds to Class Members pursuant to the
14 terms of the Settlement Agreement;

15 4. Approving Plaintiffs' request for an incentive award of \$10,000.00 to each of the
16 four Class Representatives, for a total of \$40,000.00, pursuant to the terms of the Settlement
17 Agreement;

18 5. Approving Class Counsel's request for an award of attorneys' fees of one-third (1/3)
19 of the Gross Settlement Amount, or \$566,666.67, and reimbursement of litigation costs of
20 \$28,126.25, pursuant to the terms of the Agreement;

21 6. Approving payment of the settlement administration costs to Phoenix Settlement
22 Administrators in the amount of \$18,395.00, pursuant to the terms of the Agreement;

23 7. Approving the PAGA payment of \$100,000.00 (75%, or \$75,000.00, to be paid to
24 the Labor and Workforce Development Agency and 25%, or \$25,000.00, to the Aggrieved
25 Employees), pursuant to the terms of the Agreement; and

26 8. Entering final judgment as to the Class Members, the Aggrieved Employees, and
27 the State of California (including the Labor and Workforce Development Agency) in this action.

28 This motion is made pursuant to Rule 3.769 of the California Rules of Court, which

1 provides for Court approval of the settlement of a class action and allows the Court to grant final
2 certification of a class for settlement purposes. The overwhelmingly positive Class response, as
3 reflected in the absence of any objection to the Settlement and the absence of any request for
4 exclusion reported by the Settlement Administrator, supports the conclusion that the Settlement is
5 fair, reasonable, and adequate, including in light of PAGA's purposes to remediate present labor
6 law violations, deter future ones, and maximize enforcement of state labor laws, and should be
7 granted final approval.

8 This motion is based on this Notice of Motion and Motion, the attached Memorandum of
9 Points and Authorities, the supporting Declarations of Larry W. Lee, Edward W. Choi, Dennis S.
10 Hyun, William L. Marder, Darrius Vance, Arjenis E. Corona, Barret Robenolt, and Joseph Sewell,
11 the Declaration of the Settlement Administrator, all pleadings and papers on file in this action, and
12 upon such oral argument as may be presented at the hearing.

13 Pursuant to Local Rule 1.06(A), the Court will make a tentative ruling on the merits of this
14 matter by 2:00 p.m. the court day before the hearing. The complete text of the tentative rulings for
15 the department may be downloaded off the Court's website. If the party does not have online
16 access, they may call the dedicated telephone number for the department as referenced in the local
17 telephone directory between the hours of 2:00 p.m. and 4:00 p.m. on the court day before the
18 hearing and receive the tentative ruling. If you do not call the Court and the opposing party by
19 4:00 p.m. the court day before the hearing, no hearing will be held.

20
21 DATED: September 9, 2026

LAW OFFICES OF CHOI & ASSOCIATES, P.C.

22
23 By: 
24 Edward W. Choi
25 Attorneys for Plaintiffs and the Class
26
27
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2 **MEMORANDUM OF POINTS AND AUTHORITIES**

3 **I. INTRODUCTION**

4 Plaintiffs Barrett Robenolt, Joseph Sewell III, Darrius Vance, and Arjenis E. Corona
5 (“Plaintiffs” or “Class Representatives”) submit this Memorandum in support of their Motion for
6 Final Approval of the First Amended Joint Stipulation of Class Action and PAGA Settlement
7 (“Settlement Agreement,” “Settlement,” or “Agreement”).

8 Pursuant to the Court's April 24, 2026 Order Granting Plaintiffs' Motion for Preliminary
9 Approval of Class and PAGA Action Settlement (“Preliminary Approval Order”), the Settlement
10 Administrator, Phoenix Settlement Administrators (“Phoenix” or “Settlement Administrator”),
11 mailed the Notice of Proposed Class Action and PAGA Settlement (“Class Notice”) to all Class
12 Members identified on the class list provided by Defendants. The Settlement Administrator mailed
13 the Class Notice to 2,914 Class Members on July 13, 2026. As reflected in the Settlement
14 Administrator's records, there have been zero objections to the Settlement and only one request for
15 exclusion from the Settlement. This favorable response by the Class supports the Court's
16 Preliminary Approval Order finding that the Settlement is fair, adequate, and reasonable, and
17 further supports the granting of this Motion.

18 In sum, as a result of the notice process, and in light of the complete absence of any
19 objection or request for exclusion, the Court may confirm its preliminary approval, as the notice
20 process supports the Court's initial finding that the Settlement is fair, adequate, and reasonable.

21 In addition to the results of the notice process, and for the same reasons set forth in
22 Plaintiffs' Motion for Preliminary Approval of Class and PAGA Action Settlement, the following
23 represents the key financial terms of the Settlement:

- 24 • A non-reversionary Gross Settlement Amount of \$1,700,000.00 for a class of
25 approximately 2,913 Class Members, with an estimated average individual settlement payment of
26 approximately \$325.03, and the highest Individual Settlement Amount of approximately
27 \$1,407.51;
28 • Class Counsel's request for attorneys' fees of one-third (1/3) of the Gross Settlement

1 Amount, or \$566,666.67, and reimbursement of litigation costs in the amount of \$28,126.25¹;
2 • Incentive awards to the Class Representatives of \$10,000.00 each, for a total of
3 \$40,000.00;
4 • Settlement administration costs to Phoenix Settlement Administrators in the
5 amount of \$18,395.00; and
6 • A PAGA payment of \$100,000.00 (75%, or \$75,000.00, to be paid to the Labor and
7 Workforce Development Agency (“LWDA”) and 25%, or \$25,000.00, to be distributed to the
8 Aggrieved Employees), pursuant to the terms of the Agreement.

9 Based on the foregoing, and as set forth more fully below, the Court should grant final
10 approval consistent with the Preliminary Approval Order.

11 **II. THE SETTLEMENT**

12 **A. Class Members Were Provided Proper Notice**

13 The notice procedures required by the Preliminary Approval Order have been followed and
14 satisfy the due process rights of Class Members.

15 The Settlement Administrator received a class list from Defendants and, on July 13, 2026,
16 mailed the Class Notice via first-class U.S. Mail to 2,914 Class Members. Declaration of Taylor
17 Mitzner (“Admin Decl.”) ¶3-5, Exh. A. 117 Notices were returned to the Settlement Administrator
18 without forwarding addresses and, therefore, the Settlement Administrator performed skip traces
19 on these 117 Class Members and obtained 73 updated addresses. *Id.* at ¶6. The Settlement
20 Administrator remailed these notices to these 73 Class Members. *Id.* at ¶7. Only 44 Notices
21 remain undeliverable because an updated address could not be located through skip tracing. *Id.* at
22 ¶8.

23 The provision of notice to Class Members and the administration of the Settlement as
24 described above satisfy the requirements for the best notice practicable under the circumstances
25 and comply with California Rules of Court, rules 3.766 and 3.769. The Class Members were
26 provided with a mailing that explained the Settlement, the right and procedure to opt out or object,
27 and their estimated individual settlement payment, and that allowed Class Members to seek
28

¹ The Settlement Agreement provides for costs up to \$40,000.

1 information, ask questions, and obtain additional forms. As such, proper notice has been given to
2 the Class Members.

3 The Court, therefore, may proceed to determine the fairness and adequacy of the
4 Settlement and order its approval, secure in the knowledge that all Class Members have been
5 given the opportunity to participate fully in the exclusion, objection, and approval process.

6 **III. THE SETTLEMENT TERMS ARE FAIR, ADEQUATE AND REASONABLE,**
7 **AND THE SETTLEMENT SHOULD BE GIVEN FINAL APPROVAL**

8 **A. The Terms of the Settlement, the Negotiation of the Settlement and the Reception of**
9 **the Settlement By Class Members All Strongly Support the Conclusion that the**
10 **Settlement is Fair, Adequate, and Reasonable**

11 Without reiterating the Parties' full showing that the Settlement Agreement and the negotiation
12 process leading to it were fair and adequate, as set forth in detail in the Motion for Preliminary
13 Approval of Class and PAGA Action Settlement, Plaintiffs highlight the following facts. The
14 Agreement was the product of arm's-length negotiation between experienced counsel on both
15 sides, who possessed the relevant data and had carefully analyzed the strengths and weaknesses of
16 the claims and defenses. Declaration of Edward W. Choi ("Choi Decl.") ¶9. In particular, on
17 October 10, 2024, the Parties participated in a full-day mediation before Steven Rottman, Esq., a
18 mediator with extensive experience mediating wage and hour class actions, and, following hard-
19 fought and adversarial negotiations, reached an agreement in principle to resolve all claims on a
20 class-wide and representative PAGA basis. *Id.* ¶10.

21 The results of the notice process support confirmation of the Court's preliminary approval
22 with final approval. There were zero (0) objections and only one (1) request for exclusion. Admin
23 Decl. ¶9-10. Based thereon, the court may appropriately infer that a class action settlement is fair,
24 adequate, and reasonable.

25 **B. Under Well-Established Legal Principles, the Court Should Grant Final Approval to**
26 **the Settlement**

27 **1. Standard of Review**

28 On a motion for final approval of a class action settlement under California Rules of Court,

1 rule 3.769, the Court's inquiry is whether the settlement is “fair, adequate, and reasonable.” *Dunk*
2 *v. Ford Motor Co.* 48 Cal.App.4th 1794, 1801 (1996). The well-recognized factors that a trial
3 court should consider in evaluating the reasonableness of a class action settlement include “the
4 strength of plaintiffs' case, the risk, expense, complexity and likely duration of further litigation,
5 the risk of maintaining class action status through trial, the amount offered in settlement, the
6 extent of discovery completed and the stage of the proceedings, the experience and views of
7 counsel, the presence of a governmental participant, and the reaction of the class members to the
8 proposed settlement.” *Id.* at 1801; accord *Kullar v. Foot Locker Retail, Inc.* 168 Cal.App.4th 116,
9 128 (2008).

10 In evaluating a settlement, “the test is not the maximum amount plaintiffs might have
11 obtained at trial on the complaint, but rather whether the settlement is reasonable under all of the
12 circumstances.” *Wershba v. Apple Computer, Inc.* 91 Cal.App.4th 224, 250 (2001) (disapproved
13 on other grounds by *Hernandez v. Restoration Hardware, Inc.* 4 Cal.5th 260 (2018). A settlement
14 need not reflect one hundred percent of the damages alleged; it need only be reasonable under all
15 the circumstances. *Id.* At the same time, the Court must be provided with sufficient information
16 about the nature and magnitude of the claims being settled, and the impediments to recovery, to
17 make an independent assessment of the reasonableness of the terms. *Kullar*, 168 Cal.App.4th at
18 133. As set forth in the Motion for Preliminary Approval and the supporting declarations, the
19 Parties provided the Court with the information necessary to make that assessment, including the
20 maximum and realistic exposure estimates for each claim and the assumptions and discounts
21 underlying those estimates. The Court's role, however, remains a limited one: questions of whether
22 a settlement is fair and reasonable “are matters addressed to the trial court's broad discretion.”
23 *Wershba*, 91 Cal.App.4th at 234-235.

24 **2. The Settlement is Presumed To Be Fair**

25 A presumption of fairness exists where “(1) the settlement is reached through arm's-length
26 bargaining; (2) investigation and discovery are sufficient to allow counsel and the court to act
27 intelligently; (3) counsel is experienced in similar litigation; and (4) the percentage of objectors is
28 small.” *Dunk*, 48 Cal.App.4th at 1802; accord *Kullar*, 168 Cal.App.4th at 128. The objector bears

1 the burden of rebutting that presumption. *Carter v. City of Los Angeles*, 224 Cal.App. 4th 808, 820
2 (2014).

3 The Settlement here is entitled to a presumption of fairness. As explained in connection
4 with preliminary approval, the Settlement was negotiated at arm's length with the assistance of an
5 experienced wage and hour mediator, Steven Rottman, Esq. Choi Decl. ¶10. Class Counsel
6 engaged in significant informal discovery and investigation before settling, including review of
7 payroll records, compensation plans, personnel policies and handbooks, meal and rest break
8 policies, personnel files, and a sampling of Class Member paystubs and time records, which
9 allowed Class Counsel's expert to estimate Defendants' potential exposure. *Id.* at ¶9. Class
10 Counsel are highly experienced in wage and hour class and representative litigation, as set forth in
11 the supporting declarations. *Id.* at ¶13. And, as noted above, there are no objectors and only (1)
12 request for exclusion. *Id.* at ¶16. Each of the four factors is satisfied here.

13 **3. The Risks Inherent in Continued Litigation Favor Final Approval**

14 To assess the fairness, adequacy, and reasonableness of a class action settlement, the Court
15 should weigh the immediacy and certainty of substantial settlement proceeds against the risks
16 inherent in continued litigation. While Plaintiffs and Class Counsel believe the claims are
17 meritorious and can be successfully litigated, they also recognize the very real and substantial
18 risks of continued litigation, including the risk that the Court might decline to certify a class or
19 later decertify it, the risk of an adverse determination on the merits or at trial, the risk of a change
20 in the applicable law, and the risk and delay of appeals that would inevitably follow. Choi Decl.
21 ¶14.

22 Because the Settlement provides immediate and substantial relief to the Class without the
23 attendant risks and delay of continued litigation, and because it does so on a non-reversionary
24 basis so that no portion of the Gross Settlement Amount reverts to Defendants, Class Counsel
25 believe the Settlement warrants the Court's final approval.

26 **4. The Complexity, Expense and Likely Duration of Continued Litigation Against**
27 **Defendants Favor Final Approval**

28 Another factor courts consider is the complexity, expense, and likely duration of the

1 litigation. In applying this factor, the Court weighs the benefits of the Settlement against the
2 expense and delay involved in achieving an equivalent or more favorable result at trial. Continued
3 litigation of these wage and hour and PAGA claims would be complex and protracted, involving
4 merits and expert discovery, a probable motion to decertify, trial, and likely appeals, and would
5 substantially delay any recovery by the Class with no assurance of recovering more than the
6 amount provided by the Settlement. Choi Decl. ¶14. The Settlement, by contrast, provides prompt
7 and efficient relief to all Class Members and is consistent with the strong public policy favoring
8 the settlement of class actions.

9 **5. The Opinion of Experienced Counsel Favors Final Approval**

10 Class Counsel support the Settlement as fair, reasonable, and adequate, and in the best
11 interest of the Class Members as a whole. Choi Decl. ¶13-14. The recommendation of
12 experienced counsel who are familiar with the facts and law of the case is entitled to significant
13 weight in the Court's final approval determination. As set forth in the supporting declarations,
14 Class Counsel have significant experience in wage and hour class and representative actions and,
15 based on their review of the information developed in this case, believe the Settlement to be fair,
16 adequate, and reasonable. *Id.* at ¶13.

17 **6. The Discovery, Investigation, and Mediation Undertaken in This Action Favor**
18 **Final Approval**

19 Prior to reaching the Settlement, Class Counsel engaged in significant investigation and
20 informal discovery. Choi Decl. ¶9. The Parties exchanged information regarding their respective
21 legal and factual positions, and Defendants produced the data necessary to allow Plaintiffs to
22 ascertain and evaluate the potential amount of Defendants' exposure, including payroll records,
23 compensation plans, personnel policies and handbooks, meal and rest break policies, personnel
24 files, and a sampling of Class Member paystubs and time records. *Id.* Using that data, Plaintiffs'
25 expert calculated Defendants' likely maximum and realistic exposure for each claim. *Id.* The
26 Parties then participated in a full-day mediation on October 10, 2024, before Steven Rottman,
27 Esq., a highly experienced wage and hour mediator, which ultimately led to this Settlement. *Id.* at
28 ¶10. Each of these factors weighs strongly in favor of final approval.

1 **IV. THE REQUESTED CLASS REPRESENTATIVE ENHANCEMENTS SHOULD BE**
2 **APPROVED**

3 Plaintiffs request, and Defendants do not oppose, an incentive award of Ten Thousand
4 Dollars (\$10,000.00) to each of the four Class Representatives, Barrett Robenolt, Joseph Sewell
5 III, Darrius Vance, and Arjenis E. Corona, for a total of \$40,000.00, pursuant to the terms of the
6 Settlement Agreement. Plaintiffs request that the Court approve these payments in light of the
7 efforts the Class Representatives devoted to this case, the absence of any objection, and the result
8 achieved for the Class.

9 A service enhancement is appropriate where the class representative undertook services
10 and participation beyond that expected of a class representative, and the amount is reasonable as
11 compared to the amounts absent class members will receive. *Clark v. American Residential*
12 *Services LLC* 175 Cal.App. 4th 785, 805-807 (2009); *Munoz v. BCI Coca-Cola Bottling Co. of Los*
13 *Angeles* 186 Cal.App.4th 399, 412 (2010). As set forth in their respective declarations, the Class
14 Representatives provided substantive information regarding Defendants' practices, produced
15 documents relating to their own claims and the claims of the Class, made themselves available to
16 answer questions throughout the litigation, and reviewed and executed the settlement documents.
17 Declarations of Barrett Robenolt ("Robenolt Decl.") ¶7, Joseph Sewell III ("Sewell Decl.") ¶7,
18 Darius Vance ("Vance Decl.") ¶15 and Arjenis E. Corona ("Corona Decl.") ¶15.

19 In addition to these services, the Class Representatives assumed real risks on behalf of the
20 Class. Each Class Representative agreed to provide a general release of their individual claims,
21 including a waiver of the protections of Civil Code section 1542, which was not required of absent
22 Class Members. Robenolt Decl. ¶8, Sewell Decl. ¶8; Vance Decl. ¶18; and Corona Decl. ¶18. The
23 Class Representatives also assumed the reputational and professional risk that attends publicly
24 suing a former employer, a risk that absent Class Members did not have to bear. Robenolt Decl.
25 ¶5, Sewell Decl. ¶5; Vance Decl. ¶16; and Corona Decl. ¶16. These are significant benefits and
26 risks, apart from the time the Class Representatives spent on this case, that weigh in favor of the
27 requested enhancements. Because there are no objections to the requested amounts, the Court may
28 infer that Class Members have no disagreement with the enhancements. Accordingly, Plaintiffs

1 respectfully request that the Court find the requested enhancements of \$10,000.00 to each Class
2 Representative to be fair and reasonable.

3 **V. THE REQUESTED ATTORNEYS' FEES SHOULD BE APPROVED**

4 Class Counsel achieved an excellent, non-reversionary Settlement in this litigation. The
5 Settlement provides substantial benefits to the Class and was reached after adequate investigation
6 and litigation by Class Counsel. There have been no objections to the Settlement or to Class
7 Counsel's request for attorneys' fees. As detailed below, Class Counsel's request for one-third of
8 the Gross Settlement Amount in fees, and for reimbursement of costs, is fair, reasonable, and
9 adequate, and should be approved.

10 **A. An Award of Attorneys' Fees Is Appropriate Where a Common Fund Has Been**
11 **Created for the Benefit of the Class.**

12 Class Counsel's application for an award of attorneys' fees of \$566,666.67, representing
13 one-third (1/3) of the \$1,700,000.00 Gross Settlement Amount, is fair and reasonable. The
14 requested fee represents fair compensation for undertaking complex, risky, and time-consuming
15 litigation on a contingent basis.

16 The California Supreme Court has approved the use of the percentage-of-fund method for
17 awarding attorneys' fees in common fund class actions. In *Laffitte v. Robert Half Int'l, Inc.*, the
18 Court held that “when class action litigation establishes a monetary fund for the benefit of the
19 class members, and the trial court in its equitable powers awards class counsel a fee out of that
20 fund, the court may determine the amount of a reasonable fee by choosing an appropriate
21 percentage of the fund created.” *Laffitte v. Robert Half Int'l, Inc.* 1 Cal.5th 480, 503 (2016).
22 California courts recognize both the lodestar/multiplier method and the percentage-of-recovery
23 method for calculating fees in class actions. *Wershba v. Apple Computer, Inc.* (2001) 91
24 Cal.App.4th 224, 254. A fee representing approximately one-third of the common fund is
25 consistent with, and within the range of, fee awards in California class actions. *See Chavez v.*
26 *Netflix, Inc.* (2008) 162 Cal.App.4th 43, 66, fn. 11 (noting that empirical studies show fee awards
27 in class actions average around one-third of the recovery).

28 ///

1 Here, the requested one-third fee is reasonable in light of the substantial and non-
2 reversionary benefit achieved for the Class, the contingent nature of the representation, the risks of
3 the litigation described above, and the skill and experience of Class Counsel. Moreover, the Class
4 Notice specifically advised Class Members that Class Counsel would seek attorneys' fees of up to
5 one-third of the Gross Settlement Amount, and not a single Class Member has objected. This
6 favorable response further supports the requested fee.

7 **B. A Lodestar Cross-Check Supports the Requested Fees.**

8 Although the California Supreme Court has held that a lodestar cross-check is permitted
9 but not required when the percentage method is used, *Laffitte*, 1 Cal.5th at 506, a lodestar analysis
10 further supports the reasonableness of the requested fees here. As set forth in the supporting
11 declarations, Class Counsel have expended, and will continue to expend, substantial time litigating
12 this matter and bringing it to conclusion. Here, Class Counsel have expended 769.2 hours (132.9
13 hours + 43.6 hours + 95.5 hours + 88.3 hours + 408.9 hours) in litigating this matter. Choi Decl.
14 ¶20, Ex. A; Marder Decl. ¶12, Ex. A; Lee Decl. ¶8, Ex. A; Hyun Decl. ¶9, Ex. A; and Bibiyan
15 Decl. ¶¶16-18. Class Counsel further anticipate spending another 40 hours (10 hours + 10 hours
16 +10 hours +10 hours) in finalizing this matter, including attending the Final Approval Hearing,
17 post approval matter such as communication with the Settlement Administrator and Compliance
18 Hearing. Choi Decl. ¶20; Marder Decl. ¶13; Lee Decl. ¶9; Hyun Decl. ¶10; and Bibiyan Decl.
19 ¶18.

20 The hourly rates charged by Class Counsel are the reasonable and usual rates charged by
21 attorneys of similar skill and experience in the relevant community, and have been approved by
22 courts in comparable wage and hour matters, as detailed in the supporting declarations. Detailed
23 time records are not required to support a fee award; the declarations of counsel attesting to the
24 hours worked are sufficient. *Wershba*, 91 Cal.App.4th at 254-255. When the lodestar is used as a
25 cross-check, the hours documented by counsel need not be exhaustively scrutinized. *Laffitte*, 1
26 Cal.5th at 505. Reasonable lodestar multipliers in class actions commonly range “from 2 to 4 or
27 even higher.” *Wershba*, 91 Cal.App.4th at 255.

28 ///

1 Class Counsel's total lodestar amounts to \$602,111.50 (\$128,610.00 + \$48,240.00 +
2 \$94,950.00 + \$88,470.00 + \$241,841.50), which is more than the fees that are being requested.
3 Choi Decl. ¶20, Marder Decl. ¶13, Lee Decl. ¶10; Hyun Decl. ¶11; and Bibiyan Decl. ¶17. Thus,
4 the requested one-third fee is reasonable when cross-checked against the lodestar and results in a
5 modest multiplier well within the range routinely approved by California courts.

6 **VI. THE COURT SHOULD APPROVE THE REQUEST FOR REIMBURSEMENT**
7 **OF COSTS**

8 Pursuant to the terms of the Settlement Agreement, Class Counsel are entitled to seek
9 reimbursement of litigation costs and expenses up to a maximum of \$40,000.00. Class Counsel's
10 actual costs being sought is \$28,126.25 and are itemized therein by category. Choi Decl. ¶21, Ex.
11 B; Lee Decl. ¶12, Ex. B; and Bibiyan Decl. ¶20, Ex. 1. The costs are less than the estimated costs
12 that were preliminarily approved by this Court. Accordingly, Plaintiffs respectfully request that
13 the Court approve the reimbursement of Class Counsel's litigation costs of \$28,126.25.

14 **VII. THE SETTLEMENT ADMINISTRATOR'S FEES AND COSTS SHOULD BE**
15 **APPROVED**

16 Pursuant to the terms of the Settlement Agreement, the fees and costs of the Settlement
17 Administrator, Phoenix Settlement Administrators, are to be paid out of the Gross Settlement
18 Amount. As set forth in the Settlement Agreement and the papers supporting preliminary
19 approval, the settlement administration costs are estimated not to exceed \$18,395.00. Admin Decl.
20 ¶18, Exh. B. Phoenix has performed, and will continue to perform, the duties of Settlement
21 Administrator, including mailing the Class Notice, performing skip traces and re-mailings of
22 returned Notices, responding to Class Member inquiries, and calculating and distributing the
23 settlement payments. *Id.* ¶2. For these reasons, Plaintiffs respectfully request that the Settlement
24 Administrator's fees and costs, in the amount of \$18,395.00, be approved.

25 **VIII. THE PAGA PAYMENT IS FAIR AND REASONABLE AND NOTICE HAS**
26 **BEEN PROVIDED TO THE LWDA**

27 The Settlement allocates \$100,000.00 of the Gross Settlement Amount to the settlement of
28 claims under the Private Attorneys General Act of 2004, California Labor Code sections 2698

1 through 2699.6 (“PAGA”). Of that amount, seventy-five percent (\$75,000.00) will be paid to the
2 LWDA, and the remaining twenty-five percent (\$25,000.00) will be distributed to the Aggrieved
3 Employees who worked for Defendants during the PAGA Period of May 18, 2022 through
4 December 31, 2024, consistent with Labor Code section 2699(i). As required, and as reflected in
5 the Settlement Agreement and the class notice, an aggrieved employee may not opt out of the
6 PAGA portion of the Settlement.

7 The PAGA allocation is genuine, meaningful, and reasonable in light of the risks of
8 establishing and collecting civil penalties, the trial court's discretion to award a lesser amount of
9 penalties, and the strong public policy considerations underlying PAGA. The allocation is fair to
10 the Aggrieved Employees and to the State of California, and it meets the standards set forth in
11 *Moniz v. Adecco USA, Inc.* 72 Cal.App.5th 56 (2021). In accordance with the requirements
12 governing PAGA settlements, Plaintiffs submitted the required notice to the LWDA, and the
13 proposed Settlement was provided to the LWDA. Choi Decl. ¶22, Ex. C. Accordingly, Plaintiffs
14 respectfully request that the Court approve the PAGA payment.

15 IX. CONCLUSION

16 For all the foregoing reasons, and on the basis of the authorities cited herein, Plaintiffs
17 respectfully submit that the standards for final approval have been met and that the terms of the
18 Settlement Agreement are fair, adequate, and reasonable. Accordingly, Plaintiffs respectfully
19 request that the Court enter an Order:

- 20 1. Granting final approval to the Settlement Agreement;
- 21 2. Approving distribution of the settlement funds pursuant to the terms of the
22 Settlement Agreement;
- 23 3. Approving Plaintiffs' request for the Class Representative enhancement awards,
24 pursuant to the terms of the Settlement Agreement;
- 25 4. Approving Class Counsel's request for attorneys' fees and reimbursement of costs,
26 pursuant to the terms of the Settlement Agreement;
- 27 5. Approving payment of the settlement administration costs to Phoenix Settlement
28 Administrators, pursuant to the terms of the Settlement Agreement;

- 1 6. Approving the PAGA payment, pursuant to the terms of the Settlement Agreement;
2 7. Setting a settlement compliance hearing; and
3 8. Entering final judgment as to the Class Members, the Aggrieved Employees, and
4 the State of California (including the LWDA) in this action.

5
6 Dated: September 9, 2026

LAW OFFICES OF CHOI & ASSOCIATES, P.C.

7
8 By: 
9 Edward W. Choi
 Attorneys for Plaintiffs and the Class