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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF KERN

JAIME CAZARES VARGAS, as an
individual and on behalf of others similarly
situated,

Plaintiff,

vs.

JTS MODULAR, INC., a California
corporation; and DOES 1 through 100,
inclusive,

Defendant.

Case No.: BCV-20-100645-JEB

[Assigned to Hon. J. Eric Bradshaw Division: JJ]

**PLAINTIFF'S NOTICE OF MOTION AND
MOTION FOR SETTLEMENT APPROVAL OF
CLAIMS BROUGHT UNDER THE PRIVATE
ATTORNEYS GENERAL ACT AND
REASONABLE ATTORNEYS' FEES, COSTS,
AND ENHANCEMENT AWARD**

Date: April 26, 2022
Time: 8:30 a.m.
Dept.: J

Complaint Filed: March 4, 2020
Trial Date: None Set

1 **TO THE COURT, ALL PARTIES, AND THEIR ATTORNEYS OF RECORD:**

2 PLEASE TAKE NOTICE that on April 26, 2022 at 8:30 a.m., or as soon thereafter as the matter
3 may be heard in Division J of the above-entitled Court, located at 1215 Truxtun Ave., Bakersfield,
4 California 93301, Plaintiff Jaime Cazares Vargas ("Plaintiff"), on behalf of himself and all other
5 aggrieved employees, will and hereby does move this Court for entry of an Order as follows:

- 6 1. Granting approval, pursuant to California Labor Code section 2698 *et seq.*, and specifically
7 Labor Code section 2699(1)(2), of the proposed Settlement of claims brought pursuant to the
8 Private Attorneys General Act of 2004 (Cal. Lab. Code § 2698 *et seq.*) and set forth in the
9 Settlement;
- 10 2. Approving the proposed Notice of PAGA Settlement and Release of Claims as to form and
11 content, and directing that it be distributed to the Aggrieved Employees pursuant to the terms
12 of the Settlement;
- 13 3. Directing the distribution of the Gross Settlement Amount of \$422,500.00 pursuant to the
14 terms of the Settlement;
- 15 4. Appointing Simpluris, Inc. as the Settlement Administrator, and approving an award of
16 \$3,570.00 in anticipated costs to Simpluris for its settlement administration services;
- 17 5. Approving an award of \$140,833.33, which is one-third of the Gross Settlement Amount in
18 attorneys' fees to Plaintiff's Counsel;
- 19 6. Approving an award of \$14,615.87 in actual litigation costs reimbursement to Plaintiff's
20 Counsel;
- 21 7. Approving an enhancement award of \$7,500.00 to Plaintiff for his service to the Aggrieved
22 Employees and the State of California; and
- 23 8. Approving the payment of \$191,985.60 to the California Labor & Workforce Development
24 Agency for its share of PAGA civil penalties.
- 25 9. Approving the payment of \$63,995.20 to the Aggrieved Employees on a *pro rata* basis based
26 on number of pay periods worked during the relevant time period.

27 This Motion is based on this Notice, the attached Memorandum of Points and Authorities; the
28 declarations of Scott M. Lidman, Elizabeth Nguyen, Paul K. Haines, Milan Moore, Plaintiff Jaime
Cazares Vargas, and Eric Springer on behalf of Simpluris and the exhibits attached thereto, the pleadings

1 and other papers filed in this action, and on any further oral or documentary evidence or argument
2 presented at the time of hearing.

3
4 Dated: March 23, 2022

Respectfully submitted,
LIDMAN LAW, APC

5
6 By:

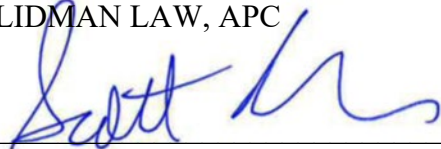

Elizabeth Nguyen
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1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. INTRODUCTION**

3 Plaintiff Jaime Cazares Vargas (“Plaintiff”), an “Aggrieved Employee” under the California
4 Labor Code § 2698 *et seq.* (“PAGA”), respectfully requests this Court grant approval of the Settlement¹
5 with JTS Modular, Inc. (“JTS Modular” or “Defendant”) pursuant to Labor Code section 2699(1)(2). This
6 PAGA action is based on JTS Modular’s alleged: (1) failure to pay all overtime wages owed; (2) failure
7 to pay all minimum wages owed; (3) failure to provide all legally required meal periods, or premium pay
8 for non-compliant meal periods; (4) failure to authorize and permit all rest periods, or provide premium
9 pay for non-compliant rest periods; (5) failure to reimburse necessary business expenditures; (6) failure
10 to provide accurate, itemized wage statements; (7) failure to pay all earned wages at least twice during
11 each calendar month; (8) failure to maintain accurate records; and (9) failure to pay and/or timely pay all
12 wages upon separation and/or termination. This PAGA action seeks civil penalties on behalf of the
13 California Labor & Workforce Development Agency (“LWDA”) and all “Aggrieved Employees,”
14 defined in the Settlement as “all current and former hourly, non-exempt employees of Defendant JTS
15 Modular, Inc. who worked in California at any time from March 4, 2019 through date the Court grants
16 approval of this settlement.”

17 As set forth herein, the proposed Settlement should be approved because it is fair, reasonable, and
18 adequate, as it (1) is the product of arm’s-length negotiations, (2) was negotiated by attorneys experienced
19 in wage-and-hour issues, (3) was negotiated subsequent to undertaking sufficient investigation to
20 evaluate the relative strength and value of the PAGA-based claims, and (4) reflects a reasoned
21 compromise based directly on the relative strength and value of the PAGA-based claims, as well as the
22 risks, expense, complexity and likely duration of further litigation.

23 This proposed PAGA Settlement acknowledges that JTS will pay a **non-reversionary** Gross
24 Settlement Amount (“GSA”) of \$422,500.00. After deducting amounts for requested attorneys’ fees
25 (one-third of the GSA, \$140,833.33), requested actual costs incurred by Plaintiff’s counsel (\$14,615.87),
26 an enhancement award for Plaintiff (\$7,500.00), and settlement administration costs (\$3,570.00) to
27

28 ¹ The PAGA Settlement Agreement (“Settlement”) is attached to the Declaration of Scott M. Lidman as Exhibit 2. The Proposed Notice of PAGA Settlement and Release of Claims is attached to the Settlement as Exhibit B. All defined terms in this Motion have the same definitions as used in the Settlement.

1 Simpluris, the Settlement provides for distribution of civil penalties in the amount of \$255,980.80.
2 Pursuant to Labor Code section 2699(i), 75% of \$255,980.80 (or \$191,985.60) will be distributed to the
3 LWDA and 25% of \$255,980.80 (or \$63,995.20) will be distributed to the Aggrieved Employees on a
4 *pro rata* basis. The amounts requested for attorneys' fees and costs, Plaintiff's enhancement award, and
5 settlement administration costs are fair, adequate, and reasonable, particularly in light of the recovery
6 obtained. Because there are approximately 368 Aggrieved Employees, the average individual payment
7 to each Aggrieved Employees is estimated to be approximately \$173.90 (and will vary based on an
8 employee's actual length of employment).

9 The GSA of \$422,500.00 represents a fair and reasonable recovery for the State of California and
10 Aggrieved Employees considering the limited scope and time period of the release. As set forth under
11 the Settlement, of which is incorporated herein by this reference, the release applies only to civil penalties
12 under the PAGA, as pled or could have been pled based on the facts alleged in the operative Complaint,
13 and does *not* impact any underlying Labor Code claims which any of the Aggrieved Employees may
14 have. Further litigation may have resulted in a smaller recovery or even no recovery at all based on the
15 defenses asserted by JTS Modular and given the significant litigation risks involved.

16 In light of the foregoing, this Court should enter the [Proposed] Order Granting Approval of
17 Settlement submitted concurrently herewith

18 **II. SUMMARY OF THE LITIGATION**

19 **A. The Parties**

20 JTS Modular builds permanent modular buildings using ground up construction material to
21 primarily construct and build schools (99% of its business is building schools; the other 1% is a
22 combination of medical facilities, police and/or fire departments). *See* Declaration of Scott M. Lidman
23 ("Lidman Decl."), ¶ 10. Plaintiff, a former hourly employee, was employed by JTS Modular on multiple
24 different occasions as a non-exempt laborer from approximately May 2010 until approximately November
25 18, 2019. *See* Declaration of Jaime Cazares Vargas ("Vargas Decl."), ¶ 2.

26 **B. Procedural History**

27 On March 4, 2020, Plaintiff filed his original complaint in this action which asserted putative
28 class action claims against JTS Modular. Lidman Decl., ¶ 11. On March 4, 2020, Plaintiff also provided

1 written notice to the LWDA and JTS Modular asserting claims for civil penalties pursuant to PAGA
2 stemming from alleged violations of the California Labor Code including: (1) pay all minimum wages
3 owed; (2) pay all overtime wages owed; (3) provide legally compliant meal periods or premium pay for
4 non-compliant meal periods; (4) permit and authorize compliant rest periods or premium pay for non-
5 compliant rest periods; (5) reimburse necessary business expenditures; (6) provide accurate, itemized
6 wage statements; (7) provide and pay all earned wages at least twice during each calendar month; (8)
7 maintain accurate records; and (9) pay and/or timely pay all wages owed at the time of separation of
8 employment. Lidman Decl., ¶ 11; Exh. 1.

9 On May 11, 2020, after exhausting his administrative remedies, Plaintiff filed a First Amended
10 Complaint (“FAC”) which added an Eighth Cause of Action under the PAGA. *Id.* On May 19, 2020,
11 pursuant to Plaintiff’s request, the Court dismissed Plaintiff’s class and individual allegations (due to the
12 existence of an arbitration agreement executed by Plaintiff on or about June 28, 2019 during his
13 employment with JTS Modular), but retained his representative claim under PAGA, the sole claim
14 remaining at issue in this case and the sole claim which forms the basis of the Settlement. *Id.*

15 A copy of this motion, including the settlement agreement, was submitted to the LWDA on the
16 same date that Plaintiff filed this motion. *Id.* at ¶ 39, Exhibit 5.

17 **C. Formal Discovery, Informal Discovery, Mediation, and Arms-Length Negotiations**

18 Throughout the two-year litigation of this matter, Plaintiff propounded one set of Employment and
19 General Form Interrogatories, three sets of Special Interrogatories, and two sets of Requests for Production
20 of Documents, and JTS Modular propounded one set of written discovery including Employment Form
21 Interrogatories, Requests for Admission, Special Interrogatories, and Requests for Production of
22 Documents. Lidman Decl., ¶ 12. Both Parties responded to all discovery served. In response to written
23 discovery served by Plaintiff, in pertinent part, JTS Modular produced nearly 5,000 pages of documents
24 and information pertaining to Plaintiff and the Aggrieved Employees, including, but not limited to, a
25 sampling of time and pay records, written policies, and employee handbooks. In response to written
26 discovery served by JTS Modular, in pertinent part, Plaintiff produced over 500 pages of documents and
27 information. Further, the Parties completed a *Belaire-West* notice and JTS Modular produced the contact
28 information for the employees who did not opt-out. Additionally, Plaintiff took the deposition of JTS
Modular’s Person Most Knowledgeable and JTS Modular took Plaintiff’s deposition. *Id.*

1 After agreeing to participate in private mediation, JTS Modular produced additional data/metrics
2 pertaining to the number of allegedly Aggrieved Employees at issue and the number of pay periods at
3 issue for the relevant time period. Lidman Decl., ¶ 12. After the detailed review of the formal discovery
4 produced by JTS Modular, including the payroll and time records and other documents and policies
5 produced by JTS Modular, and a review of the depositions taken, Plaintiff's Counsel drew on their
6 extensive experience in similar cases to assess the strengths and weaknesses of Plaintiff's case. *Id.* This
7 discovery allowed the parties to assess the merits and value of Plaintiff's claims as well as the merits and
8 value of Defendant's defenses if a settlement could not be reached. *Id.*

9 On March 1, 2022, the Parties participated in mediation with Steven G. Mehta, Esq., a well-
10 respected wage and hour class and representative action mediator. Lidman Decl., ¶¶ 12-13. During
11 mediation, the Parties vigorously debated their opposing legal positions and the likelihood of Plaintiff's
12 ability to proceed on a representative basis. Lidman Decl., ¶ 13. Ultimately, the Parties reached a
13 settlement, the terms of which were subsequently finalized in writing after mediation. Lidman Decl., ¶
14 13, Exh. 2.

15 **III. ARGUMENT**

16 **A. Standard For Approval Of A PAGA Settlement**

17 The settlement of a PAGA claim requires court approval pursuant to the operative PAGA statute,
18 which states that the "court shall review and approve any penalties sought as part of a proposed settlement
19 agreement pursuant to this part." *See* Lab. Code § 2699(l). Notably, the PAGA statute does not expressly
20 set forth the criteria by which a PAGA settlement is to be judged.

21 In evaluating the adequacy of the settlement amount, the Court's focus is not concerned with the
22 amount(s) that "aggrieved employees" are to receive, but rather, must focus on the total settlement
23 amount in achieving PAGA's objective. Indeed, "[t]he remedy sought in a PAGA suit consists of civil
24 penalties, not individual or class damages." *Mendez v. Tween Brands, Inc.*, 2010 WL 2650571 (E.D.
25 Cal. Jul. 1, 2010) at *4. "Unlike class actions, these civil penalties are not meant to compensate unnamed
26 employees because the action is fundamentally a law enforcement action." *Ochoa-Hernandez v. Cjaders*
27 *Foods, Inc.*, 2010 WL 1340777 at *4 (N.D. Cal. Apr. 2, 2010). Moreover, while "[a PAGA] action is
28 ... designed to protect the public and penalize the employer for past illegal conduct" (*Mendez*, 2010 WL

2650571 at *4), a reviewing Court must take into account the fact that settlement of a PAGA claim – like any settlement – involves a “compromise” that stops short of rendering findings of liability and damages. The Court must not lose sight of the fact that “[u]nlike a class action seeking damages or injunctive relief for injured employees, the purpose of PAGA is to incentivize private parties to recover civil penalties for the government that otherwise may not have been assessed and collected by overburdened state enforcement agencies.” *Ochoa-Hernandez*, at *4.

Second, consistent with the fact that unnamed employees have no property interest in a PAGA claim,² “[u]nnamed employees need not be given notice of the PAGA claim, nor do they have the ability to opt-out of the representative PAGA claim.” *Ochoa-Hernandez* at *5.

B. This Court Should Approve The Settlement Because It Is A Fair, Adequate, And Reasonable Compromise Of Disputed Claims

California courts have a strong policy in favor of settlement. *See, e.g., Stambaugh v. Superior Court* 62 Cal.App.3d 231, 236 (1976). To be approved, a settlement must be “fair, reasonable and adequate to all concerned.” *Reed v. United Teachers Los Angeles*, 208 Cal.App.4th 322, 337 (2012). The Court’s role in evaluating a proposed settlement is limited to ensuring that the agreement taken as a whole is fair and is not the product of fraud or collusion between the negotiating parties. *See, e.g., Hanlon, supra*, 150 F.3d at 1027. There is an initial presumption of fairness when the settlement agreement was negotiated at arm’s length by experienced counsel. *Kullar v. Foot Locker Retail, Inc.*, 168 Cal.App.4th 116, 130 (2008).

Here, the GSA secured by Plaintiff is greater than many other PAGA penalty awards approved as reasonable within California state courts, which often range between \$7,500.00 and \$15,000.00 for PAGA claims impacting hundreds or thousands of individuals, resulting in much lower PAGA penalty payments on a per person basis. *See, e.g., Penaloza v. PPG Industries Inc.*, Case No. BC471369, 2013 WL 2917624 at *2 (Super. Ct. L.A. County, May 20, 2013) (approving PAGA penalties of \$5,000.00 to class of 667 members); *Cabrera v. Advantage Sale & Marketing, LLC*, Case No. BC485259, 2013 WL

² As held by the California Supreme Court, “[t]he Labor Code Private Attorneys General Act of 2004 does not create property rights or any other substantive rights” as “[i]t is simply a procedural statute allowing an aggrieved employee to recover civil penalties—for Labor Code violations—that otherwise would be sought by state labor law enforcement agencies.” *See Amalgamated Transit Union, Local 1756, AFL-CIO v. Sup. Ct.*, 46 Cal. 4th 993, 1003 (2009).

1 1182822 (Super. Ct. L.A. County, March 12, 2013) (approving PAGA penalties of \$10,000.00 for class
2 of approximately 3,000 members). Because this Settlement is fair, adequate, and reasonable, Plaintiff
3 respectfully requests that the Court approve the Settlement

4 **1. Factors in Evaluating a Representative PAGA Settlement**

5 A settlement is presumptively fair where it is reached through arm's-length bargaining, based on
6 sufficient discovery and investigation to allow counsel and the court to act intelligently, and counsel is
7 experienced in similar litigation. *Dunk v. Ford Motor Co.*, 48 Cal.App.4th 1794, 1802 (1996). Relevant
8 factors for the Court to consider in determining whether the settlement is "fair, adequate, and reasonable"
9 include, but are not limited to:

10 [T]he strength of Plaintiff's case, the risk, expense, complexity and likely
11 duration of further litigation, the risk of maintaining class action status
12 through trial, the amount offered in settlement, the extent of discovery
13 completed and the stage of the proceedings, the experience and views of
14 counsel, the presence of a governmental participant, and the reaction of the
15 class members to the proposed settlement.

16 *Dunk*, 48 Cal.App.4th at 1801.³

17 "In the context of a settlement agreement, the test is not the maximum amount Plaintiffs might
18 have obtained at trial on the complaint, but rather whether the settlement is reasonable under all of the
19 circumstances." *Wershba v. Apple Computer, Inc.*, 91 Cal.App.4th 224, 250 (2001). Because settlements
20 inherently involve compromise, even settlements providing for substantially narrower relief than likely
21 would be obtained if the suit were successfully litigated can be reasonable because "the public interest
22 may indeed be served by a voluntary settlement in which each side gives ground in the interest of avoiding
23 litigation." *Id.* (quoting *Air Line Stewards, etc., Local 550 v. Am. Airlines, Inc.*, 455 F.2d 101, 109 (7th
24 Cir. 1972)). In addition, courts review the discovery process and information received through it to aid
25 them in assessing whether the parties sufficiently developed the claims and their supporting factual bases
26 before reaching settlement. *See Kullar, supra*, 168 Cal.App.4th at 129-31. Information is sufficient
27 where it allows the parties and the court to form "an understanding of the amount that is in controversy
28 and the realistic range of outcomes of the litigation." *Clark v. Am. Residential Serv. LLC*, 175 Cal.App.4th
785, 801 (2009). This requirement exists so that the parties can provide the court with "a meaningful and

³ As explained above, in the context of a representative PAGA settlement, the third and eighth factors (risk of maintaining class action status and reaction of class members to settlement) are inapplicable.

substantiated explanation of the manner in which the factual and legal issues have been evaluated.”
Kullar, 168 Cal.App.4th at 132.

a) Overview of the Proposed Settlement

i. “Aggrieved Employees” Defined

Aggrieved Employees are defined as, “all current and former hourly, non-exempt employees of Defendant JTS Modular, Inc. who worked in California at any time from March 4, 2019 through date the Court grants approval of this settlement.” The Aggrieved Employees, including Plaintiff, worked an approximate total of 18,840 pay periods worked by the Aggrieved Employees during the PAGA Period of March 4, 2019 through the date the Court grants approval of this settlement.⁴ See Settlement, ¶ III.3.

ii. Essential Terms Of The Settlement

This Settlement provides for JTS Modular to pay a Gross Settlement Amount of \$422,500.00. Settlement, ¶ III.2. After deducting amounts for requested attorneys’ fees, attorneys’ costs, Plaintiff’s requested enhancement award, and settlement administration costs, the Settlement provides for distribution of the remaining Net Settlement Amount (“NSA”) to Aggrieved Employees and the LWDA distributed as follows: 75% to the LWDA and 25% to Aggrieved Employees pursuant to Labor Code 2699(i). Settlement, ¶ III.4.

Gross Settlement Amount:	\$422,500.00
Minus Court-approved attorneys’ fees (1/3):	\$140,833.33
Minus Court-approved attorneys’ costs:	\$14,615.87
Minus Court-approved enhancement award:	\$7,500.00
Minus settlement administrator costs:	\$3,570.00
Net Settlement Amount:	\$255,980.80
Net Settlement Amount:	\$255,980.80
75% to LWDA	\$191,985.60
25% to Aggrieved Employees	\$63,995.20

⁴ Defendant represents that there are an estimated 18,840 pay periods worked by the Aggrieved Employees during the PAGA period of March 4, 2019 through the date the Court grants approval of this settlement. If the number of pay periods worked by the Aggrieved Employees during the PAGA period is more than 10% greater than this figure, the PAGA Period shall cut-off and/or cease once the number of pay periods reaches 10% greater than 18,840 (i.e. 20,724 pay periods). Defendant shall only be obligated for and to remit payment of the Gross Settlement Amount reached under this Agreement, and the Gross Settlement Amount shall not be in any manner increased in the event the number of pay periods worked by the Aggrieved Employees during the PAGA Period exceeds 20,724 pay periods. See Settlement, ¶ III.3.

1 The GSA shall be deposited within 30 calendar days of Court approval of the settlement and the
2 Court's Final Judgment becoming Final. *See* Settlement, ¶ III.2. Within 10 business days of the Effective
3 Date of the Settlement, Defendant shall provide the Settlement Administrator with information for
4 Aggrieved Employees in order to calculate and distribute checks to Aggrieved Employees. *See*
5 Settlement, ¶ IV.2. Upon receipt of this information, the Settlement Administrator will prepare and
6 circulate an anonymized spreadsheet containing the estimated individual settlement payments to each
7 Aggrieved Employee for the Parties approval. The Settlement Administrator shall also determine whether
8 the Escalator Clause in Section III.3 has been triggered. Within two business days of receiving the
9 Parties' approval, the Settlement Administrator shall mail copies of the explanatory letter to all Aggrieved
10 Employees with their checks. *See* Settlement, ¶ IV.3. The Settlement does not require Aggrieved
11 Employees to submit a claim form to reap financial benefit from the Settlement. *Id.* Any checks
12 remaining uncashed for more than 180 days will be tendered to the State Controller's Office under the
13 unclaimed property fund laws in the names of the Aggrieved Employees to whom the checks were issued.
14 *See* Settlement, ¶ IV.4.

15 **iii. Payment to the LWDA and Aggrieved Employees**

16 The entire NSA shall be designated as PAGA civil penalties. Of the NSA, 75% of the NSA will
17 be distributed to the LWDA and 25% will be distributed to the Aggrieved Employees pursuant to Labor
18 Code § 2699(i). Based on these distributions, the amount to be paid to the LWDA will be \$191,985.60
19 and the amount paid to Aggrieved Employees is estimated to be \$63,995.20. Lidman Decl., ¶ 16. This
20 portion of the NSA shall be paid to all Aggrieved Employees *pro rata* based on the proportional number
21 of pay periods worked by each Aggrieved Employee during the PAGA Period and **will be reported on**
22 **an IRS Form 1099**. Settlement, ¶ III.5.b.; Lidman Decl., ¶ 15. The average payment to an Aggrieved
23 Employee is estimated to be \$173.90, and is subject to variance based upon the duration of each
24 employee's respective employment during the applicable PAGA period.

25 **b) Risk, Expense, Complexity, and Duration of Further Litigation**

26 The Parties conducted an extensive exchange of formal discovery, including depositions,
27 production of documents and responses to interrogatories, all of which allowed Plaintiff to thoroughly
28 evaluate the claims. *See* Lidman Decl., ¶¶ 12-13. Had the Parties not settled, they would need to continue

1 to engage in additional formal discovery, potential cross-summary judgment motions, preparation for
2 trial as well as the prospect of appeals in the wake of a summary judgment ruling for either party, and/or
3 post trial-motions. As a result, the Parties would incur considerably more attorneys' fees and costs
4 through trial. This settlement avoids those risks, the accompanying expense, and protracted litigation.

5 **c) Strength of Plaintiff's Case and Realistic Value of Claims**

6 Here, Aggrieved Employees' claims arise from JTS Modular's timekeeping and meal and rest
7 period policies and practices. Although he maintains that the PAGA action is meritorious, Plaintiff
8 acknowledges that his position includes real risks and uncertainty, especially in the face of JTS Modular's
9 numerous defenses on the merits and with respect to the underlying allegations constituting the PAGA
10 claim discussed below. While Plaintiff maintains he could rebut these defenses, Plaintiff nonetheless
11 faced, and continues to face, several substantial challenges in prevailing in this matter, and this risk factor
12 weighed in favor of approving the Settlement. Plaintiff estimates JTS Modular's realistic exposure, based
13 on these defenses and risks, as follows:

14 Civil Penalties Owed for Failing to Pay for All Time Worked: Plaintiff alleges that JTS Modular
15 failed to compensate Plaintiff and other non-exempt employees for all of their time worked by utilizing
16 time-shaving and/or rounding practices that were not even-handed over time and would result in the
17 underpayment of wages to the Aggrieved Employees. Lidman Decl., ¶ 16. Plaintiff also alleges that JTS
18 Modular failed to compensate its employees when they travelled to various worksites in the field.
19 Plaintiff believes that this violation occurred in each and every pay period during the relevant time period,
20 which is approximately 18,840 pay periods. Accordingly, pursuant to Labor Code section 1197.1,
21 Plaintiff calculated JTS Modular's exposure at \$4,654,800 ((368 x \$100 initial violation) + (18,472 x
22 \$250 subsequent violation)). *Id.*

23 JTS Modular counters that it compensated Plaintiff and all other non-exempt employees for all
24 their time worked and for wages earned. Lidman Decl., ¶ 17. JTS Modular also contends that its practices
25 and policies were compliant and lawful, employees kept track of and reported their own time, and any
26 unpaid time was *de minimis* and therefore non-compensable. *Id.* JTS Modular also contends it had, and
27 continues to have, policies, practices, and procedures in place for employees to report their travel time in
28 order to receive compensation. *Id.* JTS Modular also argues that only the initial violation rate could
apply, if at all. In light of these defenses and JTS Modular's argument that the Court would exercise its

1 discretion to reduce any civil penalty due to its good faith efforts to comply with applicable law, Plaintiff
2 discounted the maximum recovery on this claim by 85% to account for the risk that Defendant could
3 prevail in their defenses, to arrive at a projected total of \$698,220.00. *Id.*

4 Civil Penalties Owed for Failing to Provide Legally Compliant Meal Periods: Plaintiff alleges that
5 as a result of the work demands imposed by JTS Modular and requiring the employees to take lunch at
6 the same time, their meal periods often did not start before the end of their fifth hour of work, meaning
7 the meal periods were late or otherwise short or unlawful in violation of Labor Code section 512. Lidman
8 Decl., ¶ 18. Plaintiff also alleges that as a result of JTS Modular’s failure to include travel time as
9 compensable work time, the meal periods were late. *Id.* Based on the time data produced in connection
10 with mediation, there appears to be at least one meal period violation in approximately 74% of the pay
11 periods, or approximately 13,942 pay periods. *Id.* Accordingly, pursuant to Labor Code section 558,
12 Plaintiff calculated JTS Modular’s maximum exposure at \$1,099,300 ((368 x \$50 initial violation) +
13 (13,574 x \$100 subsequent violation)). *Id.*

14 JTS Modular counters that it has always provided non-exempt employees with an opportunity to
15 take legally compliant meal periods, and any non-compliant meal periods reflected in employee
16 timekeeping records were solely the result of employee choice, rather than any policy or practice of
17 Defendant. Lidman Decl., ¶ 19. JTS Modular points out that under *Brinker Restaurant Corp. v. Superior*
18 *Court* (2012) 53 Cal. 4th 1004, it is only required to “provide” the opportunity to take meal periods, not
19 “ensure” meal periods are taken, and that they have always done so. *Brinker, supra*, 53 Cal.4th at 1038
20 (rejecting “ensure” standard). *Id.* JTS Modular also contends that Plaintiff could not recover the \$100
21 civil penalty for “subsequent violations” because it did not have notice of any initial violation. *Amaral v.*
22 *Cintas Corp. No. 2*, 163 Cal. App. 4th 1157, 1209 (2008); *In re Taco Bell Wage and Hour Actions*, 2016
23 WL 2755938, at *7 (E.D. Cal. April 8, 2016). Lastly, JTS Modular contends that the Court would use
24 its discretion provided for in the PAGA to reduce the maximum penalty exposure due to its good faith
25 efforts to comply with applicable law. In light of these defenses, Plaintiff discounted the maximum
26 recovery on this claim by 90% to account for the risk that JTS Modular could prevail in its defenses, to
27 arrive at a projected total of \$109,930.00. Lidman Decl., ¶ 19.

28 Civil Penalties Owed for Failing to Authorize and Permit Rest Periods: Plaintiff alleges that JTS
Modular failed to authorize and permit all legally required rest periods. Lidman Decl., ¶ 20. Specifically,
Plaintiff alleges that JTS Modular’s rest period policy as written in its Employee Handbook, up until June

1 2019 or approximately 1,570 pay periods, states that its employees must remain on company premises.
2 *Id.* Moreover, Plaintiff alleges that while working in the field, which Plaintiff conservatively estimates
3 was half of the relevant pay periods or 9,420, JTS Modular combined his rest periods with his meal period
4 and provided one single hour break, in violation of California law. Therefore, based on a total of 10,990
5 pay periods, Plaintiff alleges there was at least one rest period violation and pursuant to Labor Code
6 section 558, Plaintiff calculated JTS Modular's exposure at \$1,080,900 ((362 x \$50 initial violation) +
7 (10,628 x \$100 subsequent violations)). *Id.*

8 JTS Modular counters contends it has always maintained and enforced lawful rest period policies
9 and practices, Plaintiff and other non-exempt employees were authorized and permitted to take all off-
10 duty rest periods in compliance with California law, and despite its policy employees were always allowed
11 to leave the premises. Lidman Decl., ¶ 21. JTS Modular also contends that its written rest period policy
12 changed in 2019 and for the entire relevant time period it allowed its non-exempt employees to leave the
13 work premises during rest periods, consistent with its prior practices. *Id.* JTS Modular also contends that
14 Plaintiff could not recover the \$100 civil penalty for "subsequent violations" because it did not have
15 notice of any initial violation. *Amaral v. Cintas Corp. No. 2*, 163 Cal. App. 4th 1157, 1209 (2008); *In re*
16 *Taco Bell Wage and Hour Actions*, 2016 WL 2755938, at *7 (E.D. Cal. April 8, 2016). Lastly, JTS
17 Modular contends that the Court would use its discretion provided for in the PAGA to reduce the
18 maximum penalty exposure due to its good faith efforts to comply with applicable law especially since
19 JTS Modular changed its rest period policy in 2019. In light of these defenses, Plaintiff discounted the
20 maximum recovery on this claim by 85% to account for the risk that JTS Modular could prevail in its
21 defenses, to arrive at a projected total of \$162,135.00. *Id.*

22 Civil Penalties for Derivative Wage Statement Violations: As Plaintiff's PAGA claim was based
23 on the underlying failure to pay all wages and meal and rest period premiums resulting in alleged deficient
24 wage statements, Plaintiff asserts PAGA penalties for each Aggrieved Employee for each pay period in
25 the PAGA limitations period. Lidman Decl., ¶ 22. Therefore, applying the initial violation rate of \$100,
26 the estimated exposure is \$1,884,000 (18,840 pay periods x \$100 initial violation). *Id.*

27 JTS Modular argues that Plaintiff's underlying claims will fail and, as a result, the wholly
28 derivative wage statement claim will also fail. Lidman Decl., ¶ 23. *See Price v. Starbucks Corp.* (2011)
192 Cal.App.4th 1136, 1147 ("Because the underlying causes of action fail, the derivative UCL and

PAGA claims also fail.”). JTS Modular also vehemently argues that Plaintiff’s meal and rest period claims cannot support a claim for wage statement penalties after *Naranjo v. Spectrum Security Services, Inc.* (2019) 40 Cal. App. 5th 444, review granted and *Kirby v. Immoos Fire Protection, Inc.* (2012) 53 Cal.4th 1244 (see, e.g., *Jones v. Spherion Staffing*, No. LA-CV-11-06462-JAK(JCx) (C.D. Cal. 2012) 2012 WL 3264081 at **8-9). Further, JTS Modular contend that the “second violation” should not be applied where the LWDA has not previously cited JTS Modular. Finally, JTS Modular also argues that since the primary allegations in this case are that JTS Modular failed to pay all wages and provide all meal and rest periods, imposing multiple penalties based on different Labor Code section under derivative theories of liability for the same conduct would be inappropriate and unfair. As such, Plaintiff discounted that figure by 90% to account for the risk of losing on the merits and for the risk of the Court reducing penalties, to arrive at a realistic recovery for Aggrieved Employees of \$188,400.00. See, e.g., *Thurman, supra*, 203 Cal.App.4th at 1136 (affirming reduction of PAGA penalties); *Fleming v. Covidien Inc.*, Case No. ED CV10-01487 RGK (OPx), 2011 WL 7563047 at *5 (C.D Cal. Aug. 12, 2011) (reducing PAGA penalties by more than 82%); *Id.*

Civil Penalties for Failing to Timely Pay Wages Upon Termination: Plaintiff alleges that JTS Modular is liable for waiting time penalties under Labor Code section 203 as a result of its failure to pay all wages and meal and rest period premiums. Lidman Decl., ¶ 24. Based on the data provided by JTS Modular, 292 Aggrieved Employees have separated their employment with JTS Modular during the relevant time period who could be entitled to waiting time penalties. *Id.* Therefore, Plaintiff calculated JTS Modular’s maximum exposure for waiting time penalties at approximately \$29,200.00 (292 former employees x \$100). *Id.*

JTS Modular asserts it has strong defenses to the waiting time claim because there exist good-faith disputes as to Plaintiff’s underlying claims, precluding imposition of penalties. Lidman Decl., ¶ 25. See also 8 Cal. Code Regs. § 13520 (a “good faith dispute that any wages are due will preclude imposition of waiting time penalties”); *Kao v. Joy Holiday*, 12 Cal.App.5th 947, 963 (2017) (holding that “good faith dispute” over whether employee was exempt precluded imposition of waiting time penalties over contested wages owed). JTS Modular also argues that meal and rest period claims cannot support a claim for waiting time penalties after *Naranjo v. Spectrum Security Services, Inc.* (2019) 40

1 Cal. App. 5th 444, *review granted* and *Kirby v. Immoos Fire Protection, Inc.* (2012) 53 Cal.4th 1244
2 (*see, e.g., Jones v. Spherion Staffing*, No. LA-CV-11-06462-JAK(JCx) (C.D. Cal. 2012) 2012 WL
3 3264081 at **8-9). In light of these defenses, Plaintiff discounted the maximum recovery on this claim
4 by 80% to account for the risk that JTS Modular could prevail in its arguments, to arrive at a projected
5 total of \$5,840. *Id.*

6 Civil Penalties for Failing to Reimburse Business Expenses: Plaintiff alleges that JTS Modular
7 required employees to use their personal vehicles and their personal cellular phones to discharge their
8 duties as required under Labor Code section 2802 and by *Cochran v. Schwan's Home Service, Inc.*
9 (2014) 228 Cal.App.4th 1137. Plaintiff alleges that, despite this requirement, JTS Modular failed to
10 reimburse its employees for necessary business expenses. Lidman Decl., ¶ 26. Plaintiff believes that this
11 failure occurred in all of the relevant pay periods. *Id.* Therefore, pursuant to Labor Code section 558,
12 Plaintiff calculated JTS Modular's exposure at \$3,785,200 (368 x \$50 initial violation) + (18,472 x \$100
13 subsequent violations)). *Id.*

14 JTS Modular argues that cellular phones largely were not necessary for work. Lidman Decl.,
15 ¶27. JTS Modular also contends that once it started requiring its employees to keep track of their time
16 using a phone application, Procore, it reimbursed employees \$5.00 per month. *Id.* In light of this,
17 Plaintiff discounted the maximum recovery on this claim by 90% to account for the risk that JTS Modular
18 could prevail in its arguments, to arrive at a projected total of \$567,780.00. *Id.* Based on the sum of the
19 foregoing estimated figures, Plaintiff predicts the realistic total recovery for the Aggrieved Employees
20 to be approximately \$1,729,385.00. Lidman Decl., ¶ 28.

21 The proposed settlement of \$422,500.00 therefore represents approximately 24% of the realistic
22 total recovery for Aggrieved Employees and avoids the risks of proceeding through trial. *Id.* "The fact
23 that a proposed settlement may only amount to a fraction of the potential recovery does not, in and of
24 itself, mean that the proposed settlement is grossly inadequate and should be disapproved." *Linney v.*
25 *Cellular Alaska Partnership*, 151 F.3d 1234, 1242 (9th Cir. 1998) (internal quotations omitted). Plaintiff
26 acknowledges that there was substantial uncertainty and risk as to these claims. Approval is appropriate
27 since this settlement will provide tangible, monetary relief to Aggrieved Employees and the State of
28 California.

1 **d) The Experience and Views of Counsel**

2 “Parties represented by competent counsel are better positioned than courts to produce a
3 settlement that fairly reflects each party’s expected outcome in litigation.” *In re Pacific Enterprises*
4 *Securities Litigation*, 47 F.3d 373, 378 (9th Cir. 1995).

5 Here, Plaintiff’s Counsel collectively brings over four decades of wage-and-hour class and
6 representative action experience. *See* Lidman Decl., ¶¶ 2-8; Declaration of Paul K. Haines (“Haines
7 Decl.”), ¶¶ 2-7; and Declaration of Elizabeth Nguyen (“Nguyen Decl.”), ¶¶ 2-8. They have been certified
8 as class counsel in numerous cases alleging wage and hour claims. *Id.* Their experience in similar matters
9 was integral in evaluating the strengths and weaknesses of the case against JTS Modular and the
10 reasonableness of the Settlement. Practice in the narrow field of wage-and-hour litigation requires skill
11 and knowledge concerning the rapidly evolving substantive state and federal law, as well as the
12 procedural law of class and representative action litigation. Because it is reasonable to compensate
13 Plaintiff’s Counsel commensurate with their skill, reputation, and experience, a fee award of one-third of
14 the GSA is reasonable. Other factors show that the amount of fees requested is reasonable. This case
15 involved legal issues regarding the propriety of civil PAGA penalties, an unsettled area of law. JTS
16 Modular was also represented by respected counsel with extensive wage-and-hour litigation experience.
17 This factor strongly supports settlement approval. *See, Kullar, supra*, 168 Cal.App.4th at 130 (“The court
18 undoubtedly should give considerable weight to the competency and integrity of counsel and the
19 involvement of a neutral mediator in assuring itself that a settlement agreement represents an arm’s length
20 transaction entered without self-dealing or other potential misconduct.”).

21 **C. Requested Award of Attorneys’ Fees/Costs Are Fair and Reasonable**

22 Plaintiff, as the prevailing party in settlement, is entitled to recover attorneys’ fees and costs for
23 these claims. *See* Cal. Labor Code § 2699(g) (“Any employee who prevails in any action shall be entitled
24 to an award of reasonable attorney’s fees and costs.”); Cal. Code of Civil Procedure § 1021.5(a). A fee
25 award is justified where the legal action has produced its benefits by way of a voluntary settlement. *See,*
26 *e.g., Maria P. v. Riles*, 43 Cal.3d 1281, 1290-91 (1987); *Westside Community for Independent Living,*
27 *Inc. v. Obledo*, 33 Cal.3d 348, 352-53 (1983); *Serrano v. Priest*, 20 Cal.3d 25, 34 (1977) (“when a number
28 of persons are entitled in common to a specific fund, and an action brought by a plaintiff...for the benefit

1 of all results in the creation or preservation of that fund, such plaintiff...may be awarded attorney's fees
2 out of the fund.")

3 Fee awards of roughly one-third of the settlement fund are routinely awarded in California state
4 and federal courts in class and representative PAGA actions.⁵ Indeed, the California Supreme Court
5 approved the use of the "percentage of fund" method in California. *See Laffitte v. Robert Half Int'l, Inc.*,
6 1 Cal.5th 480, 506 (2016) ("the percentage of fund method survives in California class action cases...").
7 This is also consistent with Plaintiff's Counsel's experience in similar wage-and-hour class and PAGA
8 matters. *See* Lidman Decl., ¶ 30. Here, Plaintiff's Counsel's fee request of \$140,833.33 (one-third of
9 the GSA) is the same percentage sought in *Laffitte*, and is fair and reasonable based on the percentage of
10 the recovery method.

11 The California Supreme Court in *Laffitte* also held that trial courts have discretion to assess the
12 reasonableness of fee awards with tools such as the "lodestar cross-check," whereby the trial court
13 calculates counsel's lodestar and determines whether the "lodestar multiplier" needed to bring the lodestar
14 on par with the percentage of recovery is reasonable. *Laffitte*, 1 Cal.5th at 503-06. Under the lodestar
15 method, the court multiplies the number of hours reasonably expended by each attorney or legal staff
16 member by their reasonable hourly rates, then enhances this lodestar figure by a "multiplier" to account
17 for a range of factors. *See Serrano v. Priest* 20 Cal.3d 25, 48-49 (1977).

18 Lodestar multipliers can range from 2 to 4 or even higher. *See, e.g., Chavez, supra*, 162 Cal. App.
19 4th at 49-50 (approving multiplier of approximately 2.5); *Coalition for L. County Planning etc. Interest*
20 *v. Bd. of Supervisors*, 76 Cal. App. 3d 241, 251 (1977) (approving multiplier of approximately 12.8). In
21 this case, Plaintiff's Counsel have a lodestar of \$232,348.50 without the use of any multiplier, which is
22 approximately 1.65 times more than the \$140,833.33 fee request. *See* Lidman Decl., ¶ 32. A general
23 summary showing the number of hours of work performed by each attorney and paralegals is set forth in
24 the Lidman Declaration filed concurrently herewith. The billing rates used are reasonable in light of the
25 hourly rates identified based on years of experience in the *Laffey* Matrix, submitted concurrently herewith.
26 *Id.*, at ¶33, Exh. 3.

27 ⁵ *Chavez v. Netflix, Inc.*, 162 Cal. App. 4th 43, 66, fn. 11 (2008); *see also, In re Pacific Enterprises Securities Litig.*,
28 47 F.3d 373, 379 (9th Cir. 1995) (affirming 33% fee award); *Chavez v. Saticoy Lemon Ass'n*, Case No. 56-2015-
00468600-CU-OE-VTA, 2015 WL 5561118 (Ventura Cty. Super. Ct., Aug. 29, 2015) (approving attorneys' fees
of one-third of settlement fund in representative PAGA settlement).

Name	Rate	Hours	Pre-Multiplier Lodestar
Scott M. Lidman (23rd Year Attorney)	\$750	165.4	\$124,050.00
Elizabeth Nguyen (16th Year Attorney)	\$650	67.1	\$43,615.00
Paul K. Haines (15th Year Attorney)	\$650	23.3	\$15,145.00
Milan Moore (6th Year Attorney)	\$400	33.6	\$13,440.00
Romina Tamiry (2nd Year Attorney)	\$295	102.8	\$30,326.00
Paralegals	\$175	32.7	\$5,722.50
Total Lodestar			\$232,348.50

The fee award requested here is justified because it is **lower** than lodestar. Further, the fee award requested here is justified because Plaintiff's Counsel achieved a fair civil penalty recovery for the State and the Aggrieved Employees in an uncertain and risky case, while bearing the substantial burdens of representation on a contingency basis, and the fees requested are in line with the market rate. *Vizcaino v. Microsoft Corp.*, 290 F.3d 1043, 1048-51 (9th Cir. 2002) (finding that exceptional results in a contingency case, significant risk and the absence of supporting precedents, are proper considerations in awarding attorneys' fees). Additionally, Plaintiff's recovery for the State of California and Aggrieved Employees exceeds other PAGA awards approved by courts in California. *See, e.g., Boyd v. Bank of Am. Corp.*, 2014 WL 6473804 (C.D. Cal. Nov. 18, 2014) (approving \$18,750 PAGA payment); *Penaloza, supra*, 2013 WL 2917624 (average PAGA penalties of \$7.49); *Cabrera, supra*, 2013 WL 1182822 (average PAGA penalties of \$3.33). That Plaintiff's Counsel achieved these results without engaging in a protracted legal battle, in the face of serious defense challenges and an uncertain legal landscape, confirms the strength of the results achieved.

As discussed above, this case carried substantial risks on the merits and with respect to the propriety of "stacking penalties" based on a single primary allegation and the Court's authority to reduce an award of PAGA penalties. It is fair and reasonable to account for these risks in compensating Plaintiff's Counsel, as well as the risks involved in undertaking this litigation and expending considerable effort while working on a pure contingency basis.

Indeed, since undertaking representation of Plaintiff, Plaintiff's Counsel dedicated substantial resources to this litigation, including expending a total of \$14,615.87 (including costs associated with the

instant motion) in actual litigation costs, without receiving any compensation to date. Lidman Decl., ¶ 38, Exh. 4. Plaintiff's Counsel conducted legal research regarding the merits of Plaintiff's claims, the ability to recover penalties under the PAGA, and JTS Modular's potential defenses. *Id.* Plaintiff's Counsel spent significant time conducting formal written discovery, reviewing JTS Modular's discovery responses and document production, preparing and responding a first set of written discovery from JTS Modular, preparing for and defending Plaintiff's deposition, and preparing for and taking the deposition of JTS Modular's Person Most Knowledgeable. Class Counsel also analyzed the data and information produced informally prior to mediation and prepared an exposure analysis on the PAGA penalties. *Id.* Plaintiff's Counsel also expended significant additional effort in preparing subsequent settlement documents, this Motion for settlement approval, and supporting declarations, and will oversee the settlement administration process. *Id.* Given the considerable potential for adverse outcomes in this case, the contingent risk borne by Plaintiff's Counsel was great. The quality of Plaintiff's Counsel's work, and the efficacy and dedication with which it was performed, should be compensated.

Thus, Plaintiff's Counsel submit that the requested fee award is fair, reasonable and adequate and should be approved. Plaintiff's request for reimbursement of actual litigation costs of \$14,615.87 is also fair and reasonable. As the evidence submitted herewith shows, all of Plaintiff's litigation costs are documented and reasonably incurred. *See* Lidman Decl., ¶38, Exh. 4.

D. Notice and Requested Settlement Administration Costs Are Fair and Reasonable

The parties agreed to engage Simpluris as the settlement administrator. *See* Settlement, ¶ I.19. Under the Settlement, Parties have agreed to have the proposed Notice of PAGA Settlement and Release ("Notice"), subject to Court approval, be sent with the settlement checks to inform the Aggrieved Employees about the scope of the released claims and their responsibility for any taxes payable on the amount received. The PAGA does not require notice and the Aggrieved Employees do not have the right to opt-out. The Notice which is attached as Exhibit A to the Settlement and Exhibit A to the [Proposed] Order is only being provided as a courtesy.

Simpluris shall be responsible for translating and mailing the Notice in both English and Spanish and calculating and distributing the settlement checks, among other duties. The parties have designated \$3,570.00 as settlement administration costs. Settlement, ¶ III.4.c. Simpluris's quote is attached as

Exhibit B to the Declaration of Eric Springer on behalf of Simpluris in support of Motion for Approval of PAGA Settlement filed concurrently herewith.

E. Plaintiff's Requested Enhancement Award is Fair, Adequate, and Reasonable

Courts routinely approve enhancement awards to compensate named Plaintiff for the services they provide and the risks they incur during class and representative litigation. *Cellphone Termination Fee Cases*, 186 Cal. App. 5th 1380, 1393-94 (2010) (“These awards ‘are discretionary, [citation], and 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*.’”)⁶

Here, pursuant to the Settlement, Plaintiff seeks an enhancement award of \$7,500.00. *See* Settlement, ¶ III.4.b. Plaintiff will request the Court award an enhancement award of \$7,500.00 in recognition of his unique contributions to the prosecution of this case and his efforts in bringing this case to a successful and significant resolution. *Id.*; Vargas Decl., ¶¶ 3-10. This request is reasonable given Plaintiff's efforts in this case and the risks he undertook on behalf of the Aggrieved Employees. Plaintiff provided substantial factual information to Plaintiff's Counsel, attended numerous meetings with Plaintiff's Counsel, responded to a set of written discovery, prepared for and sat for a deposition, assisted with the mediation, resulting in numerous hours expended by him assisting in the litigation of this action. Vargas Decl., ¶¶ 3-10. Further, Plaintiff put his future employment prospects at risk by becoming a class representative, as the fact that he filed a lawsuit “is searchable on the internet and may become known to prospective employers when evaluating” them for employment. *Guippone v. BH S&B Holdings, LLC*, 2011 U.S., Dist. LEXIS 126026, *20 (S.D.N.Y. Oct. 28, 2011). Accordingly, Plaintiff's request is appropriate and justified as part of the Settlement.

IV. CONCLUSION

For the reasons stated herein, this Court should grant Plaintiff's Motion in its entirety and adopt the [Proposed] Order and Judgment Granting Plaintiff's Motion for Settlement Approval of Claims

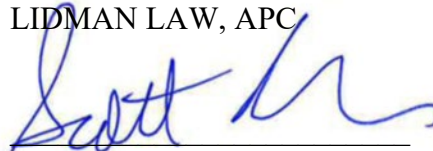
⁶ California courts, including many judges in Los Angeles Superior Court, routinely award enhancement payments in PAGA-only, non-class actions. *See Canul v. Basmat, Inc.*, Case No. BC674940, Judge Beaudet of this Court (Dept. 50) approved a PAGA-only settlement including a \$5,000 enhancement award to the named plaintiff. *See also, Pickett v. 99 Cents Only Stores, et al*, Case No. BC473038, Judge Hiroshige of this Court (Dept. 54) approved a \$12,500 enhancement payment to each of two named plaintiffs in a PAGA only settlement.

1 Brought Under the Private Attorneys General Act and Reasonable Attorneys' Fees, Costs, and
2 Enhancement Award submitted concurrently herewith.

3
4 Dated: March 23, 2022

Respectfully submitted,
LIDMAN LAW, APC

5
6 By:



7 Scott M. Lidman
8 Attorneys for Plaintiff
9 JAIME CAZARES VARGAS
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