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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO**

DANIEL RODRIGUEZ, individually, and on
behalf of aggrieved employees pursuant to
the Private Attorneys General Act
("PAGA");

Plaintiff,

v.

MEANS ENGINEERING, INC., a California
corporation; DAVID WILLIAM MEANS, an
individual; and DOES 1 through 100,
inclusive;

Defendants.

Case No.: 37-2020-00024397-CU-OE-CTL

Honorable Katherine Bacal
Department C-69

**PLAINTIFF'S NOTICE OF MOTION
AND MOTION FOR APPROVAL OF
PRIVATE ATTORNEYS GENERAL
ACT (LABOR CODE §§ 2698, ET SEQ.)
SETTLEMENT AGREEMENT AND
ATTORNEYS' FEES AWARD,
LITIGATION COSTS AWARD, AND
ENHANCEMENT PAYMENT;
MEMORANDUM OF POINTS AND
AUTHORITIES IN SUPPORT
THEREOF**

[Declaration of Counsel (Douglas Han);
Declaration of Plaintiff (Daniel Rodriguez);
and [Proposed] Order and Judgment filed
concurrently herewith]

Hearing Date: March 18, 2022
Hearing Time: 1:30 p.m.
Hearing Place: Department C-69

Complaint Filed: July 15, 2020
FAC Filed: September 21, 2020
Trial Date: None Set

1 **PLEASE TAKE NOTICE** that on March 18, 2022, at 1:30 p.m., or as soon as thereafter
2 as the matter may be heard, before the Honorable Katherine Bacal in Department C-69 of the San
3 Diego Superior Court (Hall of Justice), located at 330 W. Broadway, San Diego, California 92101,
4 Plaintiff Daniel Rodriguez (“Plaintiff”) will and hereby does move for entry of the following
5 orders:

- 6 1. Granting approval, pursuant to Labor Code section 2699(1), of the proposed settlement
7 between Plaintiff and Defendants Means Engineering, Inc. and David William Means
8 (“Defendant”) of the claims brought pursuant to the Private Attorneys General Act of
9 2004 (“PAGA”) as set forth in the Settlement Agreement and Release (“Settlement
10 Agreement,” “Settlement,” or “Agreement”), attached as **Exhibit 2** to the Declaration
11 of Douglas Han;
- 12 2. Approving the PAGA Penalties Fund available for payment of PAGA penalties that is
13 estimated to be \$158,897.12, seventy-five percent (75%) of which (\$119,172.84) will
14 be paid to the California Labor and Workforce Development Agency (“LWDA”)
15 (“LWDA Payment”) and twenty-five percent (25%) of which (\$39,724.28) will be paid
16 to the Settlement Group Members (“Net Settlement Amount” and “Individual
17 Settlement Awards”);
- 18 3. Directing Defendants to transfer the Gross Settlement Amount to the Settlement
19 Administrator in accordance with the Settlement Agreement;
- 20 4. Directing the mailing of the Individual Settlement Awards accompanied by an
21 explanatory letter providing notice of PAGA settlement to Settlement Group Members;
- 22 5. Awarding \$5,000 to Plaintiff as the Enhancement Payment; and
- 23 6. Awarding Administration Costs to the Settlement Administrator in an amount not to
24 exceed \$5,000;
- 25 7. Awarding to Plaintiff’s Counsel, Justice Law Corporation, an Attorneys’ Fees Award
26 in the amount of \$111,150 as compensation for reasonable attorneys’ fees and
27 Litigation Costs Award in the amount of \$12,452.88 as reimbursement for litigation
28 costs and expenses incurred in litigating the PAGA claim, pursuant to Labor Code

1 section 2699(g)(1) and Code of Civil Procedure section 1021.5;

2 This motion will be based upon the following Memorandum of Points and Authorities,
3 the Settlement Agreement, the Declaration of Plaintiff's Counsel (Douglas Han), the Declaration
4 of Plaintiff (Daniel Rodriguez) in support thereof, the pleadings and other records on file with the
5 Court in this matter, and such evidence and oral argument as may be presented at the hearing on
6 this motion.

7
8 Dated: February 23, 2022

JUSTICE LAW CORPORATION

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10 By: 
11 Douglas Han
12 *Attorneys for Plaintiff*
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1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. SUMMARY OF MOTION**

3 Under Labor Code section 2699(1)(2), Plaintiff seeks approval of the Settlement Agreement
4 entered by and between Plaintiff and Defendant. Plaintiff entered the Settlement Agreement on
5 behalf of himself and all current and former hourly-paid employees of Defendants who worked for
6 Defendants at any time from May 1, 2019, through December 9, 2021 (“Settlement Group,”
7 “Settlement Group Members,” and “Settlement Period”).

8 Subject to Court approval, Plaintiff and Defendants have agreed to resolve this case
9 brought, pursuant to the PAGA, for a Gross Settlement Amount of \$292,500. The Gross Settlement
10 Amount is inclusive of: (1) the amount allocated for the LWDA that will be distributed in
11 accordance with Labor Code section 2699(i); (2) the Attorneys’ Fees Award and the Litigation
12 Costs Award to Plaintiff’s Counsel, pursuant to Labor Code section 2699(g)(1); (3) the
13 Enhancement Payment to Plaintiff; and (4) the Administration Costs to the Settlement
14 Administrator.

15 The PAGA Penalties Fund shall be the Gross Settlement Amount less the Court-approved
16 Attorneys’ Fees Award, the Litigation Costs Award, the Enhancement Payment, and the
17 Administration Costs, and is currently estimated to be \$158,897.12. Seventy-five percent (75%)
18 of the PAGA Penalties Fund will be the LWDA Payment, and twenty-five percent (25%) will be
19 the Net Settlement Amount, pursuant to Labor Code section 2699(i). Each Settlement Group
20 Member will receive a prorated share of the Net Settlement Amount based on the total number of
21 pay periods he or she worked as an hourly-paid employee of Defendants during the Settlement
22 Period.

23 Plaintiff submits that the proposed Settlement is fair, adequate, and reasonable, and meets
24 the requirements for Court approval. Plaintiff respectfully requests that this Court approve the
25 Settlement and award the Attorneys’ Fees Award, the Litigation Costs Awards, the Enhancement
26 Payment, and the Administration Costs that are provided by the Settlement and requested herein.

27 ///

28 ///

II. PROCEDURAL HISTORY AND FACTUAL BACKGROUND

On or about May 1, 2020, Plaintiff served a notice letter to the LWDA and Defendant, pursuant to Labor Code Section 2699.3, to notify LWDA and Defendants of alleged Labor Code violations. On or about July 15, 2020, Plaintiff filed this representative PAGA action via a complaint for civil penalties for violation of Labor Code sections 2698, *et seq.* (PAGA). Plaintiff sought to represent himself and all Settlement Group Members on behalf of California.¹

Plaintiff's core allegations are that Defendants has systematically violated the Labor Code, with respect to Plaintiff and Settlement Group Members, *inter alia*, by: (1) failing to compensate minimum and overtime wages; (2) failing to provide compliant meal and rest breaks and pay associated premium pay; (3) failing to timely pay wages; (4) failing to provide compliant wage statements; and (5) failing to reimburse necessary business expenses.²

After conducting significant investigation of the facts and law during the prosecution of this case, counsel for the Parties engaged in extensive settlement negotiations to try to resolve the entire matter. The Parties participated in private mediation on December 9, 2021 before Lynn Frank, a mediator experienced in mediating wage-and-hour class and representative actions. Under the auspices of the mediator, the Parties were ultimately able to reach a settlement.³

Plaintiff now moves for an order granting approval of the Settlement, pursuant to Labor Code section 2699(1)(2).

III. SUMMARY OF THE SETTLEMENT TERMS

A. Settlement Group Members

The Settlement Group Members who are covered by the Settlement are:

All current and former hourly-paid employees of Defendants who worked for Defendants at any time from May 1, 2019, through December 9, 2021.⁴

¹ (Declaration of Douglas Han In Support of Plaintiff's Motion for Approval of Private Attorneys General Act (Labor Code §§ 2698, *et seq.*) Settlement Agreement ("Han Dec."), ¶ 10.)

² (*Id.* at ¶ 21.)

³ (*Id.* at ¶¶ 15-16.)

⁴ (Settlement Agreement and Release, attached as **Exhibit 2** to the Declaration of Douglas Han filed concurrently herewith ("Settlement Agreement"), §§ 5.a., 5.b.)

Based on information provided by Defendants and Plaintiff's expert's analysis, there are approximately 14,223 pay periods during the Settlement Period.⁵

B. Distribution of the Gross Settlement Amount

Under the terms of the proposed Settlement, Defendants will pay a Gross Settlement Amount of \$292,500.⁶ The PAGA Penalties Fund will be the Gross Settlement Amount less the following amounts: (1) the Attorneys' Fees Award of up to \$111,150 to Plaintiff's Counsel; (2) the Litigation Costs Award in the sum of \$12,452.88 to Plaintiff's Counsel; (3) the Enhancement Payment of up to \$5,000 to Plaintiff; and (4) the Administration Costs in an amount not to exceed \$5,000 to the Settlement Administrator.⁷ Twenty-five percent (25%) of the PAGA Penalties Fund will be distributed to each Settlement Group Member based on the total number of pay periods he or she worked as an hourly-paid employee of Defendants during the Settlement Period, and the remaining seventy-five percent (75%) of the PAGA Penalties Fund will be transmitted to the LWDA, pursuant to Labor Code section 2699(i).⁸

C. Distribution of the PAGA Penalties Fund

Within five (5) business days after the Effective Date of the Agreement, but no earlier than April 1, 2022, Defendants shall deposit with the Settlement Administrator the full Gross Settlement Amount. Within fourteen (14) calendar days of the funding of the Settlement, the Settlement Administrator will issue the payments required by the Agreement to the appropriate entities or persons.⁹ Specifically, Individual Settlement Awards will be paid in the form of a check delivered to each Settlement Group Member at the last known address on file with Defendants or as updated by the Settlement Administrator. Each Individual Settlement Award will be

⁵ (Han Dec., *supra*, at ¶ 10.)

⁶ (Settlement Agreement, *supra*, at § 7.a.)

⁷ (*Id.* at §§ 7.b.i., 7.b.ii, 7.b.iii., 7.b.iv.)

⁸ (*Id.* at §§ 7.b.v.A, 7.b.v.B.)

⁹ (*Id.* at §§ 8.a., 8.b., 8.c.)

1 accompanied by an explanatory letter.¹⁰

2 Furthermore, Individual Settlement Award checks will remain negotiable for one hundred
3 twenty (120) days after the date of their issuance (the “Check Stale Date”). Any Individual
4 Settlement Award checks that are not cashed, deposited, or negotiated after the Check Stale Date
5 will be void and the amount of those checks will be directed to the California State Controller for
6 the deposit in the Unclaimed Property Fund in the name of the employee.¹¹

7 Any checks to the Settlement Group that are returned as undeliverable on or before the
8 Check Stale Date will be sent promptly via regular First-Class U.S. Mail to the forwarding address
9 affixed thereto. If no forwarding address is provided, the Settlement Administrator will promptly
10 attempt to determine the correct address using a skip trace or other reasonable method and will
11 then perform a single remailing. Any Settlement Group Member who cannot be located after the
12 above procedures are followed will continue to be bound by the Agreement, but the funds
13 associated with his or her Individual Settlement Award will be directed to the California State
14 Controller for the deposit in the Unclaimed Property Fund in the name of the employee.¹²

15 The PAGA Penalties Fund is currently estimated to be \$158,897.12.¹³ In conformity with
16 the PAGA statute, seventy-five percent (75%) of the PAGA Penalties Fund shall be distributed to
17 the LWDA as its share of the Settlement attributable to civil penalties under Labor Code section
18 2699(i), and the remaining twenty-five percent (25%) will be known as the Net Settlement
19 Amount to be paid to each Settlement Group Member as their Individual Settlement Award.¹⁴

20 Individual Settlement Awards shall be deemed to consist entirely of civil penalties
21 recovered under PAGA and subject to treatment as IRS Form 1099 income. Accordingly, an IRS
22 Form 1099 will be issued to each Settlement Group Member in connection with his or her
23

24 ¹⁰ (*Id.* at § 8.c.i.)

25 ¹¹ (Settlement Agreement, *supra*, at § 8.c.ii.)

26 ¹² (*Id.* at § 8.c.iii.)

27 ¹³ (Han Dec., *supra*, at ¶ 18.)

28 ¹⁴ (Settlement Agreement, *supra*, at §§ 7.b.v.A, 7.b.v.B.)

Individual Settlement Award if it is \$600 or more.¹⁵

D. The Scope of the Release in the Settlement Agreement

The Released Parties are Defendants and Defendants’ agents, employees, representatives, officers, directors, parents, subsidiaries, assigns, heirs, executors, administrators, insurers, and successors in interest (“Released Parties”).¹⁶

Upon the Effective Date, the Settlement forever bars Plaintiff, the LWDA, and any other representative, proxy, or agent thereof, including, but not limited to, any and all allegedly aggrieved employees, from pursuing any action against the Released Parties under the PAGA, Labor Code sections 2698, *et seq.*, based on or arising out of alleged violations of Labor Code sections alleged in this case through the end of the Settlement Period.¹⁷

E. No Right to Object to or Opt Out of the Settlement

“[A] PAGA action is a statutory action for penalties brought as a proxy for the state, rather than a procedure for resolving the claims of other employees, there is no need to protect absent employees’ due process rights[.]” *Williams v. Sup. Ct.* (2017) 3 Cal.5th 531, 546. “Unnamed 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 v. CJADERS Foods, Inc.* (N.D. Cal. Apr. 2, 2010), 2010 WL 1340777, at p. *5. A representative PAGA action need not satisfy class action requirements, and no due process concern arises from the fact that there are “nonparty aggrieved employees who are not given notice of, and an opportunity to be heard in, a representative action that is not brought as a class action.” *Arias v. Sup. Ct.* (2009) 46 Cal.4th 969, 984. “PAGA does not make other potentially aggrieved employees parties” to the action and no “due process concerns arise under PAGA because absent employees do not own a personal claim for PAGA civil penalties and whatever personal claims the absent employees might have for relief are not at stake.” *Williams, supra*, 546-547 (internal references omitted, citing *Amalgamated Transit Union, Local 1756, AFL-CIO v. Sup. Ct.* (2009) 46th Cal.4th 993, 1003 and *Iskanian v. CLS Trans. Los*

¹⁵ (*Id.* at § 7.c.iii.)

¹⁶ (Settlement Agreement, *supra*, at § 9.a., 26)

¹⁷ (*Ibid.*)

1 *Angeles, LLC*, (2014) 58 Cal.4th 348, 381.)

2 “[A]bsent fellow employees will be bound by the outcome of any PAGA action[.]”
3 *Williams* at 548 (internal references omitted, citing *Arias, supra*, 980-981; *Fireside Bank v. Sup.*
4 *Ct.* (2007) 40 Cal.4th 1069, 1074 and *Richmond v. Dart Indus., Inc.* (1981) 29 Cal, 3d 462, 474.)
5 A “judgment in such an action is binding not only on the named employee plaintiff but also on
6 government agencies and any aggrieved employee not a party to the proceeding” because “the
7 employee plaintiff represents the same legal right and interest as state labor law enforcement
8 agencies[.]” “collateral estoppel applies [...] against those for whom the party acted as an agent
9 or proxy[.]” and “[w]hen a government agency is authorized to bring an action on behalf of an
10 individual or in the public interest, and a private person lacks an independent right to bring the
11 action, a person who is not a party but who is represented by the agency is bound by the judgment
12 as though the person were a party.” *Arias, supra*, at 985-986 (citations omitted).

13 As such, consistent with the law, the Settlement does not provide for a procedure for
14 Settlement Group Members to opt out or otherwise exclude themselves the Settlement.

15 **IV. STANDARD FOR APPROVAL OF A PAGA SETTLEMENT**

16 The PAGA allows an “aggrieved employee” to bring a civil action on behalf of himself or
17 herself and on behalf of other aggrieved employees and the State to recover civil penalties which
18 are specifically established by the PAGA with respect to provisions of the Labor Code that do not
19 otherwise provide for civil penalties (Lab. Code § 2699(g)), and also, civil penalties which,
20 outside of PAGA, only the LWDA can assess upon and collect from an employer (Lab. Code §
21 2699(a)). Before bringing a civil action under PAGA, an employee must comply with Labor Code
22 section 2699.3. See Lab. Code § 2699(a).

23 The settlement of a PAGA claim requires court approval. See Lab. Code § 2699(l)(2)
24 (“The superior court shall review and approve any settlement of any civil action pursuant to this
25 part.”). However, “[a] PAGA claim asserted on a non-class representative basis . . . is not
26 considered a class action but a law enforcement action” and, therefore, does not have to meet the
27 requirements of a class action. *Casida v. Sears Holdings Corp.* (E.D. Cal. Jan. 26, 2012) 2012 WL
28 253217, at *3; *Thomas v. Aetna Health of Cal., Inc.* (E.D. Cal. June 2, 2011) 2011 WL 2173715,

1 at *11; *Arias, supra*, 46 Cal.4th at 980-88 (affirming lower court’s holding that “plaintiff need not
2 satisfy class action requirements” to assert a PAGA claim); *Pedroza v. PetSmart, Inc.* (C.D. Cal.
3 Jan. 28, 2013) 2013 WL 1490667, at *15. As such, a court’s review of a PAGA settlement involves
4 analysis of several unique features that render the approval process distinct from approval of a
5 class action settlement. A court reviewing a PAGA settlement need only “ensur[e] that a
6 negotiated resolution is fair to those affected.” *Williams, supra*, 549 (citing Lab. Code §
7 2699(1)(2)). Although Labor Code section 2699(1) does not set forth the criteria on which a PAGA
8 settlement is to be judged, courts have approved settlements of PAGA claims.¹⁸ In a PAGA case,
9 the Court’s focus is not the amount which “aggrieved employees” are to receive, but instead,
10 whether the total settlement amount achieves PAGA’s objectives. The purpose of PAGA is “to
11 incentivize private parties to recover civil penalties for the government that otherwise may not
12 have been assessed and collected by overburdened state enforcement agencies.” See *Ochoa-*
13 *Hernandez, supra*, 2010 WL 1340777, at *4 (citing *Arias, supra*, 46 Cal.4th at 986). Penalties
14 recovered under the PAGA are, in part, to “be distributed to the [LWDA] for enforcement of labor
15 laws . . . and for education of employers and employees about their rights and responsibilities
16 under this code, to be continuously appropriated to supplement and not supplant the funding to
17 the agency for those purposes.” See Lab. Code § 2699(j). The recovery of penalties on behalf of
18 the state, by way of a PAGA claim, is essentially a law enforcement action. See *Amalgamated,*
19 *supra*, 46 Cal.4th at 1003 (stating that the PAGA is mechanism for “an aggrieved employee to
20 recover civil penalties—for Labor Code violations—that otherwise would be sought by state labor
21 law enforcement agencies”); see also *Iskanian, supra*, at 381.

22 A PAGA settlement is a settlement of claims for penalties and other remedies which the
23 LWDA could assess and collect on behalf of employees without their involvement or approval.
24 “[U]nnamed employees need not be given notice of the PAGA claim, nor do they have the ability

25 ¹⁸ (See also See, e.g., *Resendez v. Bridgestone Retail Operations, LLC*, Los Angeles Sup.
26 Ct., Case No. BC596892 (June 2016), *DCH Auto Wage and Hour Cases*, Los Angeles Sup. Ct.,
27 Case No. JCCP4833 (May 2017); *Garcia v. Gordon Trucking* (E.D. Cal. Oct. 31, 2012) 2012 WL
28 5364575, at *3; *Schiller v. David’s Bridal, Inc.* (E.D. Cal. June 11, 2012) 2012 WL 2117001, at
*14; *Chu v. Wells Fargo Invs., LLC* (N.D. Cal. Feb. 16, 2011) 2011 WL 672645, at *1; *Franco v.*
Ruiz Food Prods. (E.D. Cal Nov. 27, 2012) 2012 WL 5941801, at *14; *Nordstrom Commissions*
Case (2010) 186 Cal.App. 4th 576, 589.)

1 to opt-out of the representative PAGA claim.” *Ochoa-Hernandez, supra*, 2010 WL 1340777, at
2 p. *5. This renders the approval process of a PAGA settlement distinct from a class action
3 settlement, as the Court need not employ the two-step approval process normally required for a
4 class action settlement.

5 **V. THE PROPOSED SETTLEMENT IS FAIR AND SHOULD BE APPROVED.**

6 **A. The Factors Giving Rise to a Presumption of Fairness Exist.**

7 The Parties reached the proposed Settlement through arms’-length negotiations through
8 experienced counsel with the assistance of an experienced and respected private mediator, Lynn
9 Frank, at a full-day mediation. Under the auspices of the mediator, the Parties were ultimately
10 able to reach a settlement.¹⁹ A settlement agreement that is “the product of extensive and hard-
11 fought adversarial negotiations between the parties” is entitled to a presumption of fairness.
12 *Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 245.

13 The proposed Settlement is presumptively fair because: (1) it is the product of non-
14 collusive, arms’-length negotiations that were overseen by an independent mediator
15 knowledgeable in wage-and-hour litigation; (2) it was negotiated by counsel with significant
16 experience in similar wage-and-hour litigation; and (3) it occurred after the Parties’ counsel
17 engaged in significant investigation to evaluate the strength and potential value of the PAGA
18 claim, and the risks of litigating this claim through trial.²⁰

19 After engaging in discovery, the Parties participated in settlement negotiations to try and
20 resolve this case. These efforts included participating in extensive formal mediation conducted on
21 December 9, 2021. During the mediation, the Parties discussed all aspects of the case, including
22 the Defendant’s defenses, the risks and delays of further litigation, the risks to both Parties of
23 proceeding with trial, the law relating to representative PAGA actions, off-the-clock theory, and
24 meal and rest breaks, the evidence produced and analyzed, and the possibility of bifurcation of
25 discovery and/or trial and appeals, among other things. During all settlement discussions, Parties
26

27
28 ¹⁹ (Han Dec., *supra*, at ¶¶ 14-16.)

²⁰ (*Id.* at ¶¶ 14-15.)

1 conducted their negotiations at arms' length from an adversarial position.²¹

2 Based on all of the information available to the Parties and with the assistance of the
3 experienced mediator, the Parties have agreed that this matter is well-suited for settlement given
4 the strengths and weaknesses of the PAGA claim.²² Plaintiff's Counsel believe that the proposed
5 Settlement is a fair, adequate, and reasonable resolution of this matter.²³ Plaintiff's Counsel have
6 extensive experience in representative and class action wage-and-hour litigation and used that
7 experience to achieve a great result for Plaintiff, Supplemental Group Members, and the LWDA.²⁴
8 Therefore, the Court should give considerable weight to the competency, experience, and opinion
9 of counsel and the involvement of a neutral mediator in assuring that the proposed Settlement is
10 a product of hard-fought negotiations that was entered without collusion. See *Kirkorian v. Borelli*
11 (N.D. Cal. 1988) 695 F.Supp. 446, 451 (opinion of experienced counsel is entitled to considerable
12 weight); *Boyd v. Bechtel Corp.* (N.D. Cal. 1979) 485 F.Supp. 610, 616-17, 622 (recommendations
13 of plaintiffs' counsel should be given a presumption of reasonableness); see also *Satchell v. Fed.*
14 *Express Corp.* (N.D. Cal. Apr. 13, 2007) 2007 WL 1114010, at *4 (stating that the "assistance of
15 an experienced mediator in the settlement process confirms that the settlement is non-collusive").

16 **B. The Relative Strength of the PAGA Claim and the Range of Possible Outcomes**
17 **in the Litigation Strongly Favor Approval of the Settlement.**

18 For Plaintiff to recover civil penalties, he would have to prove the underlying Labor Code
19 violations, demonstrate that Settlement Group Members suffered, and demonstrate Defendant's
20 conduct gave rise to penalties. See, e.g., *Elliot v. Spherion Pac. Work, LLC* (C.D. Cal. 2008) 572
21 F.Supp.2d 1169, 1181-82 ("Plaintiffs' claim under [PAGA] is wholly dependent upon her other
22 claims. Because all of Plaintiffs' other claims fail as a matter of law, so does her PAGA claim.").

23 Plaintiff's core allegations are that Defendants has systematically violated the Labor Code,
24 with respect to Plaintiff and Settlement Group Members, *inter alia*, by: (1) failing to compensate

25 ²¹ (Han Dec., *supra*, at ¶¶ 15, 20-23.)

26 ²² (*Id.* at ¶ 24.)

27 ²³ (*Id.* at ¶ 40.)

28 ²⁴ (*Id.* at ¶¶ 2-8; Exhibit 1.)

1 minimum and overtime wages; (2) failing to provide compliant meal and rest breaks and pay
2 associated premium pay; (3) failing to timely pay wages; (4) failing to provide compliant wage
3 statements; and (5) failing to reimburse necessary business expenses.²⁵ For example, Plaintiff
4 claimed that under Defendant’s policies and procedures, Plaintiff and Settlement Group Members
5 were forced to skip, cut short, or take late meal and rest breaks to maintain production and
6 promptly complete services.

7 Although wage-and-hour actions are amenable to resolution as to a group of employees,²⁶
8 some courts have also found that, for various reasons, the issues raised here – non-compliant meal
9 break, non-compliant rest breaks, and off-the-clock work – raise individualized issues and/or are
10 unmanageable, and, thus, are not suitable for adjudication as to a group of employees.²⁷
11 Defendants contended that courts have found that due process to Defendants requires that the
12 adjudication of a PAGA claim meet a “manageability” requirement. See, e.g., *Liuy v. Merrill*
13 *Lynch & Co.* (C.D.Cal. Nov. 10, 2014) No. CV-14-0425-PA, WL 5904904 at **3-4 (Court
14

15 ²⁵ (Han Dec., *supra*, at ¶ 21.)

16 ²⁶ (See, e.g., *Martinez vs. Joe’s Crab Shack Holdings, et al.* (2014) 231 Cal.App.4th 362,
17 383-84, *modified on other grounds by Martinez v. Joe’s Crab Shack Holdings, et al.* (Dec. 3, 2014
18 B242807) 2014 Cal.App. LEXIS 1102, *1-2 (stating that difficult issues of proof do not vitiate
19 the preference for efficient and effective means of resolving wage-and-hour claims, including
20 misclassification and overtime, recognizing that “statistical sampling may provide assistance in
21 identifying the realistic demands of the job and illuminating whether the typical employee was
22 able to meet those expectations” and that “[b]y refocusing its analysis on the policies and practices
of the employer and the effect those policies and practices have on the putative class . . . the trial
court may in fact find class analysis a more efficient and effective means of resolving plaintiffs’
overtime claim”).)

23 ²⁷ (See, e.g., *Duran v. U.S. Bank Nat. Assn.* (2014) 59 Cal. 4th 1, 25, 29, 31, and 34-35
24 (determining that in a misclassification case “based on allegations that the employer consistently
25 imposed a uniform policy or de facto practice on [employees], the party must still demonstrate
26 that the illegal effects of this conduct can be proven efficiently and manageably within a class
27 setting” and in litigating representative actions the procedures utilized by the court “may not be
28 used to abridge a party’s substantive rights,” including “abridge[ing] [the defendant’s]
presentation of [a defense] simply because that defense was cumbersome to litigate,” because of
“principles of due process”); *Mies v. Sephora USA, Inc.* (2015) 234 Cal. App. 4th 967, 971 and
982—86 (affirming decision denying class certification in a misclassification case because
determining liability would require an individual assessment as to how each of the employees
spent their time).)

1 dismissed the PAGA claim because a multitude of individualized assessments would be necessary,
2 making the PAGA claim unmanageable).

3 Defendants maintained several defenses to Plaintiff's theory of liability, which, if
4 successfully argued and proven, had the potential to eliminate or substantially reduce recovery.
5 Throughout this litigation, Defendants maintained, and continues to maintain, that it had, and
6 continues to have, legally compliant employment policies and practices throughout the statutory
7 period. Defendants also denied it ever violated any provision of the Labor Code. Finally,
8 Defendants denied, and continue to deny, that this case is appropriate for representative treatment
9 for any purpose other than the Settlement.²⁸

10 Defendants may also challenge Plaintiff's standing as a Settlement Group Member and
11 deny that Defendants' other employees, whom Plaintiff sought to represent, were aggrieved.²⁹
12 This would pose a risk to recovery because, at the time, multiple courts had taken an approach
13 requiring a plaintiff to establish standing and face the possibility of bifurcation of discovery and/or
14 trial of the PAGA claim. *See Amalgamated Transit Union, supra*, 46 Cal.4th at p. 1001 (noting
15 that PAGA "require[s] a plaintiff to have suffered an injury resulting from an unlawful action");
16 *Stafford v. Dollar Tree Stores, Inc.* (E.D. Cal. Nov. 21, 2014) 2014 WL 6633396, at *4 (finding
17 that judicial economy supported bifurcation because of the difficulties and inherent uncertainties
18 of being able to establish liability with respect to a large number of potentially aggrieved
19 employees and noted that "PAGA's public purpose would be ill-served if the court finds [the
20 plaintiff] has not been aggrieved by a Labor Code violation."); *Horton v. Jones* (1972) 26
21 Cal.App.3d 952, 955 (stating that bifurcation and sequencing of litigation is allowed to avoid
22 waste of time and money on trial and litigation of issues could be rendered made moot).

23 Defendants also argued that an important feature of PAGA is that a court retains discretion
24 to lower the penalties if, based on the facts and circumstances of the case, to do otherwise would
25 result in an award that is "unjust, arbitrary and oppressive, or confiscatory." Lab. Code §
26 2699(e)I(2); *see also Thurman v. Bayshore Transit Mgmt., Inc.* (2012) 203 Cal.App.4th 1112,

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28 ²⁸ (Han Dec., *supra*, at ¶ 22.)

²⁹ (*Id.* at ¶ 23.)

1 1136. As stated above, Defendants argued that it maintained legally compliant employment
2 policies and practices throughout the statutory period. Defendants has also continuously denied
3 that it ever violated any provision of the Labor Code.³⁰ Even if, *arguendo*, such violations
4 occurred, which Defendants denies, Defendants contended that said violations would only be
5 “initial violations” and thus heightened “subsequent violation” penalties were not warranted. Lab.
6 Code § 2699(f)(2); *see also Amaral v. Cintas Corp. No. 2* (2008) 163 Cal.App.4th 1157, 1208-09
7 (Employer cannot be presumed to be aware that its continuing underpayment of employees is a
8 violation subject to penalties until has been notified that it is a violation).³¹

9 Defendants contended that the Court was unlikely to assess cumulative penalties for the
10 maximum numbers of possible separate Labor Code violations, because it would be unjust,
11 arbitrary, oppressive, and/or confiscatory. As such, Defendants argued that cumulative penalties
12 and heightened penalties would be unjust, arbitrary, oppressive, and confiscatory.³² By extension,
13 while Plaintiff maintains his PAGA claims have merit, Plaintiff and Plaintiff’s Counsel considered
14 the strengths and weaknesses of each side’s position and the uncertainty of how the case might
15 have concluded as the litigation continued, at trial, and/or appeals in reaching the Settlement.³³

16 The provisions of the Labor Code potentially triggering PAGA penalties in this case
17 include but are not limited to Labor Code sections 201, 202, 203, 204, 218.5, 221, 226(a), 226.3,
18 226.7, 510, 512(a), 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802. Defendants assert
19 that, regardless of the results of the underlying causes of action, PAGA penalties are not
20 mandatory but permissive and discretionary. Defendants also maintain that, in addition to their
21 strong arguments against the underlying claims, they had a strong argument that it would be unjust
22 to award maximum PAGA penalties given the law’s unsettled state.³⁴ (*Thurman*, 203 Cal.App.4th

24 ³⁰ (Han Dec., *supra*, at ¶¶ 22-23.)

25 ³¹ (*Id.* at ¶ 28.)

26 ³² (*Id.* at ¶ 23.)

27 ³³ (*Id.* at ¶ 24.)

28 ³⁴ (Han Dec., *supra*, at ¶ 25.)

1 1112 [reducing penalties by 30% under this authority].) Defendants argued that without stacking
2 and limited to the initial violation, the PAGA penalties would be **\$12,900** (129 employees x \$100
3 initial violations) on the low end and **\$77,400** (129 employees x \$100 x 6 theories of recovery) on
4 the high end.³⁵

5 Plaintiff also recognized the risk that any PAGA award could be significantly reduced.
6 Many of the causes of action brought were cumulative for which the Court may or may not stack
7 the violations. Also, for the off-the-clock, overtime, reimbursement, and meal and rest period
8 violations, they did not occur every single pay period. Thus, a Gross Settlement Amount of
9 \$292,500 for PAGA civil penalties was reasonable and significant. When PAGA penalties are
10 negotiated in good faith and “there is no indication that [the] amount was the result of self-interest
11 at the expense of other Class Members,” such amounts are generally considered reasonable.
12 *Hopson v. Hanesbrands Inc.*, Case No. 08-00844, 2009 U.S. Dist. LEXIS 33900, at *24 (N.D.
13 Cal. Apr. 3, 2009); *see, e.g., Nordstrom Com. Cases*, 186 Cal. App. 4th 576, 579 (2010) (“[T]rial
14 court did not abuse its discretion in approving a settlement which does not allocate any damages
15 to the PAGA claims.”). Plaintiff’s Counsel negotiated that about an average of **\$20.56** in penalties
16 per aggrieved pay period would be fair and reasonable [$\$292,500 \div 14,223$ pay periods in PAGA
17 Period date range = **\$20.56**]. Considering the recent cases justifying \$5 per pay period, *see e.g.*,
18 *Carrington v. Starbucks Corp.* 30 Cal.App.5th 504 (2018), **\$20.56** per pay period is great result.³⁶

19 **C. The Settlement Avoids Risky, Complex, and Lengthy Further Litigation.**

20 Courts favor the voluntary conciliation and settlement of complex litigation. *Class*
21 *Plaintiffs v. City of Seattle* (9th Cir. 1992) 955 F.2d 1268, 1276. Generally, “unless the settlement
22 is clearly inadequate, its acceptance and approval are preferable to lengthy and expensive
23 litigation with uncertain results.” *Nat’l Rural Telecomms. Coop. v. DIRECTV, Inc.* (C.D. Cal. Jan.
24 5, 2004) 221 F.R.D. 523, 526 (citation omitted).

25 Both sides used the pre-mediation time period to investigate the veracity, strength, and
26 scope of the PAGA claim. Plaintiff’s Counsel propounded multiple sets of written discovery

27 _____
28 ³⁵ (Han Dec., *supra*, at ¶¶ 26-29.)

³⁶ (*Id.* at ¶ 30.)

1 requests (Form Interrogatories (Set One), Special Interrogatories (Set One), Request for
2 Production of Documents (Set One), Requests for Admissions (Set One). The Parties also
3 exchanged documents and data relevant to Plaintiff's claim and Defendants' defenses, including,
4 and not limited to, Plaintiff's employment records, Settlement Group Members' general job
5 responsibilities, a sampling of time and payroll records, and Defendant's exemplar operations and
6 employee handbook, in an effort to determine the potential value and strength of the PAGA
7 claim.³⁷ The Parties' Counsel undertook significant investigation, and invested time reviewing
8 and analyzing relevant documents and data to evaluate Plaintiff's claims, including, and not
9 limited to, Plaintiff's Counsel's calculation of the potential penalties recoverable under the
10 PAGA.³⁸

11 If the case had not settled, the Parties would have to conduct additional extensive discovery
12 to prepare the case for trial. From the inception of this litigation, Defendants indicated that it
13 would aggressively litigate this case. Litigating a complex PAGA action is inherently expensive,
14 and the litigation could continue beyond final judgment if either party were to appeal adverse
15 rulings to the Court of Appeal.³⁹ There is also a real possibility Plaintiff would recover nothing,
16 for himself, or on behalf of Settlement Group Members or the LWDA, after almost one and one-
17 half (1.5) years of labor-intensive litigation. Avoiding these risks and future contentious litigation
18 involving significant costs favors settlement.

19 **D. The Settlement Is Fair, Adequate, and Reasonable.**

20 "[T]he very essence of a settlement is compromise, 'a yielding of absolutes and an
21 abandoning of highest hopes.'" *Officers for Justice v. Civil Serv. Comm'n* (9th Cir. 1981) 688
22 F.2d 615, 624. "The proposed settlement is not to be judged against a hypothetical or speculative
23 measure of what might have been achieved by the negotiators." *Id.* at 625.

24 The Settlement provides a significant monetary benefit to the LWDA and Settlement
25 Group Members and falls well within the range of acceptable settlement under the circumstances.

26 ³⁷ (Han Dec., *supra*, at ¶¶ 14, 24.)

27 ³⁸ (*Id.* at ¶¶ 13-14.)

28 ³⁹ (*Id.* at ¶¶ 21-22.)

1 Under the Agreement, Defendants have agreed to pay a Gross Settlement Amount of \$292,500.⁴⁰
2 Subject to Court Approval, the following amounts will be subtracted from the Gross Settlement
3 Amount to yield the PAGA Penalties Fund: (1) the Attorneys' Fees Award of \$111,150; (2) the
4 Litigation Costs Award of \$12,452.88; (3) Administration Costs not to exceed \$5,000; and (4) the
5 Enhancement Payment of \$10,000. The PAGA Penalties Fund is currently estimated to be
6 \$158,897.12, seventy-five percent (75%) of which (\$119,172.84) will be the LWDA Payment and
7 twenty-five percent (25%) of which (\$39,724.28) will be the Net Settlement Amount.⁴¹ There is
8 no reason to doubt the fairness of the proposed plan of allocation of the Net Settlement Amount
9 as it fully complies with Labor Code section 2699(i).

10 The Settlement is a compromise of disputed claims. Plaintiff and Plaintiff's Counsel
11 recognize the expense and length of continued proceedings necessary to litigate the disputes
12 through trial and any possible appeals. Plaintiff and Plaintiff's Counsel have also considered the
13 uncertainty and risk of the outcome of further litigation, and the difficulties and delays inherent
14 in such litigation. Plaintiff and Plaintiff's Counsel are aware of the burdens of proof necessary to
15 establish liability, both generally and in response to Defendant's defenses, and the difficulties in
16 establishing Defendant's liability for, and the right to recover, penalties on behalf of Plaintiff and
17 the Settlement Group. Finally, Plaintiff and Plaintiff's Counsel have considered Defendant's
18 agreement to enter a settlement that confers significant relief upon the LWDA and Settlement
19 Group Members.⁴² Considering all the facts in this case, Plaintiff and Plaintiff's Counsel have
20 determined that the Settlement represents a fair, adequate, and reasonable resolution of the PAGA
21 claim, and that it is in the best interests of the LWDA and Settlement Group Members.⁴³

22 As discussed in section II.1.D, *infra*, payment of these penalties is conditioned on a limited
23 release of claims under PAGA. The Settlement does not include a general release of claims on
24 behalf of the non-party Settlement Group Members, nor does it release their non-PAGA

25 ⁴⁰ (Settlement Agreement, *supra*, at § 7.a.)

26 ⁴¹ (*Id.* at §§ 7.b.i., 7.b.ii., 7.b.iii., 7.b.iv., 7.b.v.)

27 ⁴² (Han Dec., *supra*, at ¶¶ 21, 24.)

28 ⁴³ (*Id.* at ¶ 40.)

substantive claims for the underlying Labor Code violations. “Absent employees do not own a personal claim for PAGA civil penalties and whatever personal claims the absent employees might have for relief are not at stake.” *Williams, supra*, 3 Cal.5th at 547. In other words, with respect to Settlement Group Members, the effect of the Settlement is only to bar Settlement Group Members from pursuing any representative and/or individual PAGA claim for civil penalties, for purported Labor Code violations during the period covered by the Settlement.

The result achieved in this case, and the PAGA allocation provided by the Settlement, is well within the range of acceptable settlement under the circumstances, especially when compared to the settlement of PAGA claims approved as reasonable in other cases.⁴⁴ The value obtained for settlement of the PAGA claim is very significant, and it will be distributed in accordance with the PAGA statute, to supplement the LWDA budget to educate employees and employers and seek enforcement of labor laws.

E. The Experience and Views of Plaintiff’s Counsel Favor Settlement Approval.

Plaintiff’s Counsel are highly experienced in complex representative and class action wage-and-hour litigation.⁴⁵ In the view of Plaintiff’s Counsel, the benefit conferred by the Settlement is eminently fair and reasonable, and is in the best interests of the LWDA and Settlement Group Members in light of the risk, delay, and uncertainty of continued litigation and the substantial monetary benefits provided for by the Settlement.⁴⁶ The courts have acknowledged that “the interests of plaintiff, counsel and other potentially aggrieved employees are largely

⁴⁴ (See, e.g., *DCH Auto Wage and Hour Cases*, Los Angeles Sup. Ct., Case No. JCCP4833 (May 2017) (approving \$15,000 out of \$4 million toward settlement of PAGA claims); *Garcia, supra*, 2012 WL 5364575, at *3 (approving \$10,000 out of \$3.7 million toward settlement of PAGA claims); *Schiller, supra*, 2012 WL 2117001, at *14 (approving \$10,000 out of \$518,245 toward settlement of PAGA claims); *Chu, supra*, 2011 WL 672645, at *1 (approving \$10,000 out of \$6.9 million toward settlement of PAGA claims); *Franco, supra*, 2012 WL 5941801, at *14 (approving \$10,000 out of \$2.5 million toward settlement of PAGA claims); *Nordstrom Commissions Case, supra*, at 589 (finding no abuse of discretion by the trial court in approving a settlement that allocates \$0 toward the settlement of PAGA claims that were at issue in the lawsuit).)

⁴⁵ (Han Dec., *supra*, at ¶¶ 2-8; Exhibit 1.)

⁴⁶ (Han Dec., *supra*, at ¶ 40.)

1 aligned. All stand to gain from proving as convincingly as possible as many Labor Code violations
2 as the evidence will sustain[.]” *Williams, supra*, 548 (citing Lab. Code § 2699(g)(1)(i)).

3 **VI. APPROVAL OF THE REQUESTED ATTORNEYS’ FEES.**

4 **A. A Fee Award of Percentage of the Entire Fund is Appropriate.**

5 The Settlement establishes a Gross Settlement Amount of \$292,500.⁴⁷ The Settlement
6 provides for Plaintiff’s Counsel to apply to the Court for an Attorneys’ Fees Award of up to thirty-
7 eight percent (38%) of the Gross Settlement Amount, which is \$111,150.⁴⁸ The requested
8 attorneys’ fees are commensurate with: (1) the risk Plaintiff’s Counsel took in bringing and
9 litigating this case; (2) the time, effort and expense dedicated to the case; (3) the skills and
10 determination Plaintiff’s Counsel have shown; (4) the value that Plaintiff’s Counsel have achieved
11 for Plaintiff, the LWDA, and Settlement Group Members; and (5) the other cases Plaintiff’s
12 Counsel could not pursue to devote its time and efforts to this matter.

13 Plaintiff’s Counsel are entitled to recover reasonable attorneys’ fees and costs as a matter
14 of right under the PAGA. See Lab. Code § 2699(g)(1). Plaintiff’s Counsel is also entitled to fees
15 and costs under Code of Civil Procedure section 1021.5, as the instant PAGA action is by
16 definition “for the benefit” of others and has secured monetary awards for a large number of
17 Settlement Group Members, as well as the LWDA.⁴⁹

18 The payment to the LWDA will also benefit the agency in enforcing labor laws and
19 educating “employers and employees about their rights and responsibilities under [the Labor
20 Code].” Lab. Code § 2699(i).

21 The propriety of calculating and awarding attorneys’ fees as a percentage of a monetary
22 fund that has, by litigation, been preserved or recovered for the benefit of others, has been
23 confirmed by the California Supreme Court in recent years. *Laffitte v. Robert Half Int’l, Inc.*

24 _____
25 ⁴⁷ (Settlement Agreement, *supra*, at § 7.a.)

26 ⁴⁸ (*Id.* at § 7.b.i.)

27 ⁴⁹ (*See Estrada v. FedEx Ground Package Sys. Inc.* (2007) 154 Cal.App4th 1, 16-17
28 (recognizing that recovery obtained on behalf of 209 individual satisfies the “significant benefit,”
“public interest,” and “large class of persons” requirements of Code of Civil Procedure section
1021.5, regardless of plaintiff’s personal motivation).)

1 (2016) 1 Cal.5th 480 at pp. 486 & 506. While trial courts have discretion to apply either a lodestar
2 method or percentage of-the-fund method, the California Supreme Court has taken the position
3 that trial courts also “retain the discretion to forgo a lodestar cross-check and use other means to
4 evaluate the reasonableness of a requested percentage fee[.]” and “[t]he percentage of fund
5 method survives in California.” *Id.* (internal quotes omitted); see also *Wershba, supra*, 91
6 Cal.App. 4th at p. 253.

7 Courts award fees to serve as an economic incentive for lawyers to undertake litigation to
8 achieve increased access to the judicial system for meritorious claims and to enhance deterrents
9 to wrongdoing. This is especially true in situations where multiple similar alleged wrongs would
10 not be economically feasible to pursue individually, such as here. See A. Conte, *Attorney Fee*
11 *Awards* (2d ed. 1993) 1041 at p. 6.

12 Trial courts have “wide latitude” in assessing the value of attorneys’ fees and their
13 decisions will “not be disturbed on appeal absent a manifest abuse of discretion.” *Lealao v.*
14 *Beneficial Cal., Inc.* (2000) 82 Cal.App.4th 19, 41; see also *Laffitte, supra*, 1 Cal.5th 480 at 506.
15 Indeed, it is long settled that the “experienced trial judge is the best judge of the value of
16 professional services rendered in his court.” *Ketchum v. Moses* (2001) 24 Cal.4th 1122, 1132.

17 The percentage method is particularly appropriate where a common monetary fund has
18 been recovered and “the benefit [recovered can be] easily quantified.” *In re Bluetooth Headset*
19 *Prods. Liab. Litig.* (9th Cir. 2011) 654 F.3d 935, 942. Where the amount of a settlement is a
20 “certain easily calculable sum of money,” California courts may calculate attorneys’ fees as a
21 reasonable percentage of the settlement created. Weil and Brown, California Practice Guide, *Civil*
22 *Procedure Before Trial*, Chapter 14, section 14:145; *Dunk, supra*, 48 Cal. App. 4th at p.1808.

23 The percentage fee method is preferred in representative actions because “it better
24 approximates the workings of the marketplace than the lodestar approach.” *Lealao, supra*, 82
25 Cal.App.4th at p. 49. California law provides that the award for attorneys’ fees should be
26 equivalent to fees freely negotiated in the legal marketplace and paid in comparable litigation
27 based on the result achieved and risk incurred. See *Lealao, supra*, 82 Cal.App.4th at p. 47-50;
28 *Laffitte, supra*, 1 Cal.5th 480 at 503. In cases where the settlement agreement provides that the

1 defendant agrees to pay the attorneys a percentage of the fund created by the settlement, use of
2 that percentage method is appropriate. *Lealao, supra*, 82 Cal.App.4th at 32. Fee awards that
3 undercompensate counsel for their work will “chill the private enforcement essential to the
4 vindication of many legal rights and obstruct the representative actions that often relieve the courts
5 of the need to separately adjudicate numerous claims,” *Id.* at 3. Therefore, fees in class and
6 representative actions should approximate the probable terms of a contingent fee contract
7 negotiated by a sophisticated attorney and client in comparable litigation. *Id.* at 48. “The ultimate
8 goal ... is the award of a ‘reasonable’ fee to compensate counsel for their efforts, irrespective of
9 the method of calculation.” *Consumer Privacy Cases* (2009) 175 Cal.App.4th 545, 557-558
10 (quotation omitted). Courts have awarded fees as high as fifty percent (50%) of the settlement
11 recovered, depending on the case’s circumstances.⁵⁰

12 Plaintiff’s Counsel’s application for attorneys’ fees, in light of the facts and circumstances
13 surrounding the case, is well within the range of reasonableness. Plaintiff’s Counsel have
14 investigated and litigated this case for over a year before mediation, with the real possibility of an
15 unsuccessful outcome and no fee recovery of any kind.⁵¹ The ongoing work has been extensive,
16 and ultimately successful in achieving a settlement resolution. See, § VI.B.1, *infra*.

17 Plaintiff’s Counsel has borne all of the risks and costs of litigation and will not receive any
18 compensation until recovery is obtained.⁵² Plaintiff’s Counsel are experienced in representative
19 and class action wage-and-hour litigation and used that experience to obtain a favorable result for
20

21 ⁵⁰ (See *In re Ampicillin Antitrust Litig.* (D.D.C. 1981) 526 F.Supp. 494 (awarding attorneys’
22 fees of 45% of the \$7.3 million settlement fund); *Beech Cinema, Inc. v. Twentieth-Century Fox*
23 *Film Corp.* (S.D.N.Y. 1979) 480 F.Supp. 1195 (awarding approximately 53% of the settlement
24 fund as attorney fees). California courts routinely approve attorneys’ fee awards “average[ing]
25 around one-third of the recovery.” *Chavez v. Netflix, Inc.* (2008) 162 Cal.App.4th 43, 66 n.11
26 (lower court found the range of contingency fees in marketplace to be 20 to 40 percent and
27 determined such a percentage fee was appropriate); see also, e.g., *Resendez v. Bridgestone Retail*
28 *Operations, LLC*, Los Angeles Sup. Ct., Case No. BC596892 (June 2016) (citing *Chavez, supra*,
162 Cal.App.4th at p. 66, n.11) (stating that a fee award of one-third of a PAGA settlement of
\$950,000 was “reasonable and consistent with fee awards in class action cases”).)

⁵¹ (Han Dec., *supra* at ¶¶ 11-13.)

⁵² (Han Dec., *supra*, at ¶ 37.)

1 Plaintiff, Settlement Group Members, and the LWDA.⁵³ Considering the amount of the fees
2 requested, work performed, risks incurred, success of this litigation, and experience of Plaintiff's
3 Counsel in handling similar matters, the requested Attorneys' Fees Award and the Litigation Costs
4 Award are reasonable and should be awarded.⁵⁴

5 **B. The Requested Attorneys' Fees Award is Reasonable Based on the Factors**
6 **Considered in Determination of Fee Awards.**

7 The factors which courts consider in determining whether fee awards are reasonable,
8 support the fee award requested by Plaintiff's Counsel: (1) the time and labor required; (2) the
9 novelty and difficulty of the questions involved; (3) the requisite skills to perform the legal
10 services properly; (4) the preclusion of other employment by the attorney due to the acceptance
11 of the case; (5) the customary fee; (6) whether the fee is fixed or contingent; (7) time limitation
12 imposed by the client or the circumstances; (8) the amount involved and results obtained; (9) the
13 experience, reputation and ability of the attorney; (10) the undesirability of the case; (11) the
14 nature and length of the professional relationship with the client; and (12) awards in similar cases.
15 *Camden I Condo. Ass'n, Inc. v. Dunkel* (11th Cir. 1991) 946 F. 2d 768, 772.

16 Each of the factors listed above favors the attorneys' fees sought herein. However, some
17 of the most relevant factors to this Court's fee determination will be addressed below. It should
18 be highlighted that the percentage award sought is commensurate with: (1) the results obtained by
19 Plaintiff's Counsel; (2) the extraordinary risks taken by Plaintiff's Counsel; (3) the novelty and
20 difficulty of this case; and (4) the skills displayed and the quality of work. As such, an award of
21 approximately thirty-five percent (35%) of the Gross Settlement Amount is reasonable.

22 **1. *The Results Obtained***

23 The results attorneys obtain for their clients is an important factor when determining the
24 reasonability of a percentage-based fee. *See Laffitte*, 1 Cal. 5th at 489. In the legal marketplace,
25 law firms that obtain exceptional results for their clients can and do expect that those exceptional
26 results to be reflected in their fees.

27 ///

28 ⁵³ (*Id.* at ¶ 40.)

⁵⁴ (*Id.* at ¶ 35; Exhibit. 5.)

1 The results obtained in this matter are certainly exceptional as Plaintiff's Counsel obtained
2 a settlement in the sum of \$292,500 without the need for extended litigation that would have
3 followed had the case not settled. In fact, had this case gone to trial, there was no guarantee that
4 the trial would have been short or that either party would prevail. This issue would have also been
5 exacerbated by the legal expenses the Parties would have incurred from continued litigation. By
6 extension, even if the Parties did manage to reach a similar settlement at the later stages of this
7 case, it would have been severely undercut by the additional expenses incurred.

8 The Settlement represents a great resolution of this case given the risks inherent in
9 litigating a representative PAGA action. For example, Defendants argued Plaintiff's claims raised
10 individualized issues and were unmanageable. If proven true, this would have meant Plaintiff's
11 claims were not suitable for adjudication as to a group of employees. Defendants also challenged
12 Plaintiff's standing as a Settlement Group Member and denied that any of its employees were
13 aggrieved. If the case did not settle, Defendants indicated it would have aggressively litigated this
14 case. Resolution of this dispute at this stage is preferred, as the Parties were moving to the phase
15 of litigation where significant time and money would inevitably have to be spent to continue
16 litigation and prepare for trial. The Settlement provides an immediate and automatic recovery.

17 In addition, by agreeing to settle this case prior to trial rather than continuing to litigate
18 issues that remain unsettled and were certain to be appealed, Plaintiff's Counsel used their skills
19 and experience to obtain a fair result for the Settlement Group at far less expense. Consequently,
20 by avoiding the uncertainties associated with conducting a trial and Defendant's responses to
21 Plaintiff's allegations, Plaintiff's Counsel obtained those results more quickly and surely than if
22 the matter had been litigated to final resolution through the trial and appellate process. Under
23 California law, this factor also supports the requested fee. *See Lealao*, 82 Cal.App.4th at 51.

24 ***2. The Extraordinary Risk Taken by Plaintiff's Counsel***

25 Whether or not representation is provided on a contingency basis is an important factor:

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27 ///

28 ///

1 A contingent fee must be higher than a fee for the same legal services paid as they are
2 performed [and] [...] compensates the lawyer not only for the legal services he renders but
3 for the loan of those services. A lawyer who both bears the risk of not being paid and
4 provides legal services is not receiving the fair market value of his work if he is paid only
for the second of these functions. If he is paid no more, competent counsel will be reluctant
to accept fee award cases. (internal quotes and citations omitted)

5 *Cates v. Chiang* (2013) 213 Cal. App. 4th 791, 823.

6 By extension, if attorneys assume a significant financial risk on behalf of their clients, they
7 have the right to expect compensation that is greater than what it would have been if they had not
8 undertaken such risks. Attorneys being paid on an hourly basis as opposed to being paid on a
9 contingent basis are assuming less risks. *See, e.g., Ketchum*, 24 Cal. 4th at 1132-33. In other
10 words, the contingent risks undertaken by attorneys is also a significant factor when determining
11 the percentage of the settlement fund to devote to attorneys' fees. *See, e.g., Laffitte*, 1 Cal.5th at
12 504 (noting that trial court had carefully considered risks and contingency involved in awarding
13 33 and 1/3% fee); *Allapattah Servs. Inc. v. Exxon Corp.*, 454 F. Supp. 2d 1185, 2004-05 (S.D. Fla.
14 2006) ("Factors indicating 'exceptional success' include success achieved under unusually
15 difficult or risky circumstances and the size of plaintiffs' recovery").

16 Plaintiff executed a contingent fee agreement, which meant Plaintiff's Counsel being paid
17 for their work was entirely contingent. In other words, no recovery for Plaintiff, the LWDA, or
18 the Settlement Group would have meant no compensation for Plaintiff's Counsel for 376.6 hours
19 of work already completed over the span of almost one and one-half (1.5) years and \$12,452.88
20 litigation costs incurred.⁵⁵ Consequently, undertaking this case was a great risk.

21 In addition to the extraordinary risks undertaken due to the contingent nature of Plaintiff's
22 Counsel's representation, this was also not a slam dunk or clear-cut case either. Specifically, cases
23 like this that are litigated against large corporation with unlimited resources and involving
24 complex factual issues and unsettled law frequently encounter roadblocks that either hinder
25 progress or defeat the case. Several factors made this case tricky, including: (1) the size of the
26 Settlement Group (over 100); (2) the difficulties in pinning down job responsibilities, wages paid,
27 meal and rest breaks taken; (3) the number of documents that had to be reviewed and analyzed in
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⁵⁵ (Han Dec., *supra*, at ¶¶ 33, 37.)

1 preparation for the mediation; (4) the shifting wage-and-hour laws; (5) the different locations
2 Defendants conducted its business; and (6) Defendant's firm resistance to the relief.

3 **3. *The Novelty and Difficulty of the Litigation***

4 The unsettled nature of the law, number of claims to be litigated, factual complexities
5 underlying Defendant's procedures, policies, and practices, the number of different locations
6 Defendants conducted its business, and a myriad of other issues made this case significantly more
7 complex and difficult than the average lawsuit. Despite these difficulties, Plaintiff's Counsel
8 overcame them by obtaining a settlement that is fair, adequate, and reasonable. The fact that
9 Plaintiff's Counsel were able to obtain a great settlement despite these obstacles speaks volumes
10 of their skills and experience. *See Lealao*, 82 Cal.App.4th at 42 (counsel's "special skill and
11 experience of counsel" a relevant factor when determining fee award).

12 Due to the novelty and difficulty of this case, Plaintiff's Counsel devoted substantial hours
13 to this matter. The Task & Time Chart, attached as **Exhibit 4** to the Declaration of Douglas Han,
14 set forth these hours, allocating the total time to the tasks that were required to bring this matter
15 to its successful conclusion. The chart is thorough, comprehensive, and demonstrates the effort to
16 diligently manage this case. Specifically, the work commenced with the pre-filing case analysis
17 and research and continues up to the moment of settlement.⁵⁶

18 As stated above, this was not a clear-cut case, and Plaintiff's Counsel had to overcome
19 several roadblocks and obstacles before they could reach a reasonable settlement. These several
20 roadblocks and obstacles ranged from determining the scope of the Settlement Group, ensuring
21 that Plaintiff's claims did not raise individualized issues, locating a plaintiff that had standing, etc.
22 The fact that this case has been litigated for almost a one and one-half (1.5) years speaks volumes
23 of the novelty and difficulty of this case that Plaintiff's Counsel had to deal with.

24 **4. *The Skill Displayed and Quality of Work***

25 The level of skill displayed here and the excellent quality of work it produced also justify
26 the requested fee. Plaintiff's Counsel are skilled and experienced representative and class action
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28

⁵⁶ (Han Dec., *supra*, at ¶ 33; Exhibit 4.)

1 wage-and-hour litigators. The Task & Time Chart further illustrates how Plaintiff's Counsel
2 implemented their skills and experience in litigating this case.⁵⁷

3 Prior to and during the mediation, Plaintiff's Counsel conducted investigations and
4 discovery into the facts of the case. This included, among other things, obtaining, reviewing, and
5 analyzing a volume of documents and a large sampling of payroll data for the Settlement Group
6 Members. Plaintiff's Counsel also reviewed Defendant's operations and employment policies,
7 practices, and procedures and conducted interviews with Plaintiff and Settlement Group Members.
8 Other work performed by Plaintiff's Counsel included, among other things: (1) case strategy and
9 analysis; (2) drafting, reviewing, and revising pleadings and a mediation brief; (3) preparing for
10 and appearing for court proceedings; (4) undertaking calculations of the value of the claims; and
11 (5) preparing for and attending the mediation and settlement negotiations.⁵⁸

12 The skills required to properly litigate this case is evident not only in the results achieved
13 but, in the steps, necessary to reach the same. This factor overlaps with many of the prior
14 discussions, including the obvious – a substantial Settlement was finally achieved despite all the
15 obstacles. Plaintiff's Counsel had every intention of taking this case to trial if Defendants did not
16 offer an appropriate settlement amount.

17 Finally, not only did Plaintiff's Counsel have to determine the scope of the Settlement
18 Group (over 300), but they also had to undertake the arduous and time-consuming task of locating
19 and interviewing Settlement Group Members. This, in turn, assisted Plaintiff's Counsel with
20 determining whether Plaintiff's claims raised any individualized issues, which would have made
21 this case unsuitable for adjudication as to a group of employees. Despite all this, Plaintiff's
22 Counsel used their extensive experience in representative and class action wage-and-hour
23 litigation to obtain a substantial settlement.

24 Thus, Plaintiff's Counsel's accumulated skills and expertise contributed to the settlement
25 in this case. Under California law, this factor (skills displayed and quality of work) also supports
26 the requested attorneys' fees. *See Lealao*, 82 Cal.App.4th at 51.

27 ⁵⁷ (*Ibid.*)

28 ⁵⁸ (*Id.* at ¶ 13.)

1 **C. The Lodestar Methodology Also Justifies Approval of the Requested Fees.**

2 While the percentage-of-the-benefit approach is endorsed as the better approximation of
3 the workings of the marketplace than the lodestar approach, when a common fund is involved,
4 courts may also use the lodestar method to “cross-check” the results of the other. A court tasked
5 with cross-checking a percentage-based fee first considers the reasonableness of the lodestar
6 figure, which is the time reasonably spent multiplied by the reasonable hourly compensation of
7 the attorneys involved in the litigation. *Serrano v. Priest*, 20 Cal.3d 25, 48 (1977). The court may
8 then enhance (or multiply) that figure after considering factors like the novelty and complexity of
9 the issues, the skill and expertise of counsel, the extent that the litigation precluded other
10 employment, and the risk involved. *Id.* at 49.

11 Plaintiff’s Counsel expended 376.6 hours in the litigation of this matter. As detailed in the
12 Declaration of Douglas Han, Plaintiff’s Counsel’s hourly rates utilized in the lodestar cross-check
13 are within the range of those charged by comparably qualified attorneys for similar work
14 throughout California, including the Los Angeles County area. Specifically, Plaintiff’s Counsel’s
15 hourly rates are supported by the 2020 Real Rate Report that was compiled by Wolter Kluwer that
16 surveyed the hourly rates charged in 2019 by hundreds of attorneys in the Los Angeles County
17 area. Likewise, Plaintiff Counsel’s hourly rates are also in line with the Laffey Matrix.⁵⁹

18 Plaintiff’s Counsel documented lodestar is calculated to be \$213,542.50. When cross-
19 checked with the requested Attorneys’ Fees Award of \$111,150, it results in a negative multiplier
20 of 0.52. The hours spent are fully documented and consistent with those that would be expected
21 in a matter of this duration, complexity, and amounts at stake.⁶⁰

22 **1. *Plaintiff’s Counsel Performed Work for a Reasonable Number of Hours.***

23 Under California law, counsel is entitled to compensation for every hour reasonably spent
24 on the matter. *Ketchum*, 24 Cal.4th at 1133. Reasonableness is assessed by “the entire course of
25 the litigation, including pretrial matters, settlement negotiations, discovery, litigation tactics, and
26 the trial itself[.]” *Vo v. Las Virgenes Municipal Water Dist.* (2000) 79 Cal. App. 4th 440, 447.

27 ⁵⁹ (Han Dec., *supra*, at ¶ 35; Exhibits 5-6.)

28 ⁶⁰ (*Id.* at ¶¶ 34, 36.)

1 This is a matter that required a significant amount of time and labor for one and one-half
2 (1.5) years. Defendants made it clear that it disputed all claims alleged and raised several defenses
3 to Plaintiff's theory of liability. The case involved gathering and analyzing data from Defendants
4 and the Settlement Group. The handling of this matter involved a great amount of effort and
5 required a high-level of skill, which Plaintiff's Counsel had. Long and difficult battles would have
6 followed as the case had gone to trial. While Plaintiff's Counsel were gearing up for this battle,
7 they undertook intense preparation to attempt to resolve the entire matter through mediation.
8 These intense preparations ranged from locating and interviewing several putative settlement
9 group members, reviewing a myriad of documents, etc.

10 The Task & Time Chart evidence the numerous tasks that were performed to seek all
11 necessary information. The total number of hours worked by Plaintiff's Counsel in pursuit of the
12 litigation is 376.6 hours, which is reasonable for an action that has lasted almost one and one-half
13 (1.5) years.⁶¹ Thus, Plaintiff's Counsel spent a reasonable number of hours working on this matter,
14 and their application for the Attorneys' Fees Award are well within the range of reasonableness.

15 ***2. The Fees Requested Represent a Reasonable Hourly Rate of Compensation***
16 ***in Light of Plaintiff's Counsel's Efforts and Experience.***

17 Plaintiff's Counsel's hourly rates are commensurate with the hourly rates of other wage-
18 and-hour class action attorneys in California. Specifically, the hourly rates of \$775 per hour for
19 Douglas Han, \$675 per hour for Shunt Tatavos-Gharajeh, and \$350 per hour for Chancellor
20 Nobles are well within the range of rates charged by comparably qualified attorneys in the Los
21 Angeles County area and the legal profession in general for comparably complex work. By
22 extension, Plaintiff's Counsel's hourly rates are also in line with the Laffey Matrix.⁶²

23 Plaintiff's Counsel's hourly rates are also reasonable for the following reasons: (1)
24 comparable hourly rates for similar services have been deemed to be reasonable in several cases
25 in California, particularly San Diego County cases; and (2) several surveys of legal rates have
26 supported Plaintiff Counsel's hourly rates (*i.e.*, 2020 Real Rate Report compiled by Wolters
27

28 ⁶¹ (Han Dec., *supra*, at ¶ 33; Exhibit 4.)

⁶² (Han Dec., *supra*, at ¶¶ 34-35; Exhibits 5-6.)

1 Kluwer and the Laffey Matrix). Collectively, for the reasons stated above, this shows that Plaintiff
2 Counsel’s hourly rates used for the lodestar calculation are well within the range of non-contingent
3 rates charged by comparable attorneys for similar work performed. Based on the attorney time
4 expended, the lodestar fees incurred to date total \$213,542.50, which results in a negative
5 multiplier of 0.52 when cross-checked to the requested Attorneys’ Fees Award of \$111,150.⁶³

6 In addition, the California Supreme Court has stated that an attorney fee award that is higher
7 than the actual fees incurred is proper in contingency cases:

8 “‘[A] contingent fee contract, since it involves a gamble on the result, may properly provide
9 for a larger compensation than would otherwise be reasonable.’ ” The purpose of a fee
10 enhancement, or so-called multiplier, for contingent risk is to bring the financial incentives
11 for attorneys ... into line with incentives they have to undertake claims for which they are
12 paid on a fee-for-services basis.

13 *Ketchum*, 24 Cal.4th at 1132.

14 Moreover, the California Supreme Court has added that:

15 The economic rationale for fee enhancement in contingency cases has been explained as
16 follows: “A contingent fee must be higher than a fee for the same legal services paid as they
17 are performed. The contingent fee compensates the lawyer not only for the legal services
18 he renders but for the loan of those services. The implicit interest rate on such a loan is
19 higher because the risk of default (the loss of the case, which cancels the debt of the client
20 to the lawyer) is much higher than that of conventional loans.”

21 *Ketchum*, 24 Cal.4th at 1132-33.

22 In other words, “[F]ee enhancements are intended to compensate for the risk of loss
23 generally in contingency cases *as a class*.” *Ketchum*, 24 Cal.4th at 1133.

24 As stated above, a court tasked with assessing fees first considers the reasonableness of the
25 lodestar figure considering the time spent and reasonable hourly compensation of the attorneys
26 involved in the litigation. *Serrano*, 20 Cal.3d at 48. After taking into consideration factors such
27 as the novelty and complexity of the issues, the skill and expertise of counsel, the extent that the
28 litigation precluded other employment, and the risk involved, the court then has the power to
adjust, increase, or decrease the lodestar as appropriate. *Id.* at 49.

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⁶³ (*Id.* at ¶¶ 34, 36.)

1 A review of the Settlement obtained for Plaintiff, the Settlement Group, and the LWDA
2 evidences the fairness, reasonability, and adequacy, of the Settlement, justifying the Attorneys'
3 Fees Award. As stated above, Plaintiff's Counsel's litigation of this matter required navigating
4 through several roadblocks and obstacles, including intense preparation for mediation, over the
5 span of almost one and one-half (1.5) years before reaching a reasonable settlement for Plaintiff,
6 the Settlement Group, and LWDA. This, in turn, justifies the requested Attorneys' Fees Award,
7 which is supported by the negative multiplier following the cross-check.

8 In light of these factors, the time spent and hourly rates of Plaintiff's Counsel demonstrate
9 that Plaintiff's Counsel's lodestar is reasonable.

10 **VII. THE LITIGATION COSTS TO BE REIMBURSED TO PLAINTIFF'S COUNSEL**
11 **ARE FAIR AND REASONABLE, AND SHOULD BE APPROVED**

12 The Settlement provides for a Litigation Costs Award of up to \$15,000.⁶⁴ Plaintiff's
13 Counsel has incurred \$12,452.88 in litigation costs and expenses, which were reasonable and
14 necessary in the prosecution of this matter.⁶⁵ Thus, Plaintiff's Counsel request that the Court order
15 reimbursement of the costs and expenses in the amount of \$12,452.88 to Plaintiff's Counsel.

16 **VIII. APPROVAL OF THE PROPOSED ENHANCEMENT PAYMENT TO PLAINTIFF.**

17 The Settlement provides for an Enhancement Payment of \$5,000 to be paid to Plaintiff.⁶⁶
18 The purpose of such an award is to incentivize plaintiffs to step into the shoes of the state labor
19 agency and undertake the risks associated with initiating a lawsuit and serving in a representative
20 capacity. See *Bell v. Farmers Ins. Exch.* (2004) 115 Cal.App.4th 715, 726 ("service payments"
21 compensate named plaintiff "for [her] efforts in bringing the action"); *Clark v. Am. Residential*
22 *Servs., LLC* (2009) 175 Cal.App.4th 785, 804 ("an incentive award is appropriate 'if it is necessary
23 to induce an individual to participate in the suit'"); accord *Ingram v. The Coca-Cola Co.* (N.D.
24 Ga. 2001) 200 F.R.D. 685, 694 (internal quotation marks omitted) ("Courts routinely approve
25 incentive awards to compensate named plaintiffs for the services they provided and the risks they

26 ⁶⁴ (Settlement Agreement, *supra*, § 7.b.ii.)

27 ⁶⁵ (Han Dec., *supra*, at ¶ 37; Exhibit 7.)

28 ⁶⁶ (Settlement Agreement, *supra*, at § 7.b.iv.)

1 incurred during the course of the [...] litigation.”); see also, e.g., *Resendez, supra*, Los Angeles
2 County Court, Case No. BC59689 (approving \$10,000 Incentive Award in a PAGA action).

3 Here, Plaintiff contributed considerable time and effort to the litigation to enforce the
4 Labor Code on behalf of the LWDA and for the benefit of other Settlement Group Members,
5 producing relevant documents and past employment records, and providing the facts and evidence
6 necessary to support the allegations asserted in this action.⁶⁷ Plaintiff was available whenever
7 Plaintiff’s Counsel needed him and tried to obtain documents and information that would aid the
8 litigation of the PAGA claim and recovery of benefits for the LWDA and Settlement Group
9 Members.⁶⁸ Plaintiff was also made aware of and accepted the risks and consequences associated
10 with serving as the named plaintiff (*i.e.*, broader release, difficulty finding employment).⁶⁹ Finally,
11 Plaintiff’s continued assistance has proven to be invaluable to Plaintiff’s Counsel in terms of
12 developing legal theories, interviewing putative settlement group members, and requesting and
13 obtaining relevant documents.⁷⁰

14 Accordingly, it is reasonable and just for Plaintiff to receive an Enhancement Payment of
15 \$5,000 in addition to the Individual Settlement Award he will receive as a Settlement Group
16 Member, for his services in litigating this action to enforce California wage-and-hour laws.

17 **IX. THE ADMINISTRATION COSTS ARE FAIR AND REASONABLE AND SHOULD**
18 **BE APPROVED.**

19 The Agreement provides for the payment of Administration Costs in an amount not to
20 exceed \$5,000 to Simpluris, Inc. (“Simpluris”), the Settlement Administrator.⁷¹ The
21 Administration Costs are intended to cover the costs incurred by Simpluris for performing the
22

23 ⁶⁷ (Han Dec., *supra*, at ¶ 39; Declaration of Daniel Rodriguez In Support of Plaintiff’s Motion
24 for Approval of Private Attorneys General Act (Labor Code §§ 2698, et seq.) Settlement
Agreement (“Enriquez Dec.”), ¶¶ 5-9.)

25 ⁶⁸ (Han Dec., *supra*, at ¶ 39; Enriquez Dec., *supra*, at ¶¶ 5-9.)

26 ⁶⁹ (Han Dec., *supra*, at ¶ 39; Enriquez Dec., *supra*, at ¶ 10.)

27 ⁷⁰ (Han Dec., *supra*, at ¶ 39; Enriquez Dec., *supra*, at ¶¶ 7-8.)

28 ⁷¹ (Settlement Agreement, *supra*, at § 7.b.iii.)

1 following administrative functions, among others: (a) updating the addresses for Settlement Group
2 Members using industry-standard mailing address databases; (b) calculating Individual Settlement
3 Awards; (c) mailing settlement payments to the appropriate entities and persons; (d) calculating
4 taxes and distributing the appropriate tax forms; and (e) sending uncashed Individual Settlement
5 Award checks to the California State Controller. Furthermore, Plaintiff's Counsel have worked
6 with Simpluris before and are familiar with their good reputation and work product.⁷²

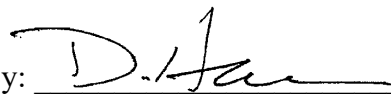
7 Accordingly, the Court should approve the payment of the Administration Costs in the
8 amount of up to \$5,000 to Simpluris, a necessary third-party to the notice and settlement process.

9 **X. CONCLUSION**

10 The Settlement is fair, adequate, and reasonable, as it represents a reasoned compromise
11 reached through arms'-length negotiations and considers the risks, complexity, and expense of
12 further litigation. Based thereon, Plaintiff respectfully requests that the Court approve the
13 Settlement, including the plan of allocation and distribution of the Gross Settlement Amount for
14 payments to the LWDA, to Settlement Group Members, the Attorneys' Fees Award, the Litigation
15 Costs Award, the Administration Costs, and the Enhancement Payment.

16
17 Dated: February 23, 2022

JUSTICE LAW CORPORATION

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19 By: 
20 Douglas Han
21 Attorneys for Plaintiff
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⁷² (Han Dec., *supra*, at ¶ 38.)

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I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 751 N. Fair Oaks Avenue, Suite 101, Pasadena, CA 91103 and my electronic service address is manderson@justicelawcorp.com

PLAINTIFF'S NOTICE OF MOTION AND MOTION FOR APPROVAL OF PRIVATE ATTORNEYS GENERAL ACT (LABOR CODE §§ 2698, *ET SEQ.*) SETTLEMENT AGREEMENT AND ATTORNEYS' FEES AWARD, LITIGATION COSTS AWARD, AND ENHANCEMENT PAYMENT; MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT THEREOF

on interested parties in this action by electronically submitting as follows:

[X] BY ELECTRONIC SUBMISSION

[X] STATE

Executed on February 24, 2022, at Pasadena, California.

Mariah Anderson