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ALISHIA COX and CHRISTOPHER BRICK

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SOLANO

ALISHIA COX and CHRISTOPHER BRICK, individuals, on behalf of themselves and on behalf of the State of California, as a private attorney general,

Plaintiffs,

vs.

PRB MANAGEMENT, LLC, a California Limited Liability Company; and DOES 1 through 50, inclusive,

Defendants.

Case No. **FCS055514**

NOTICE OF MOTION AND MOTION TO APPROVE PAGA SETTLEMENT; and,

MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT OF MOTION

Hearing Date: January 23, 2026
Hearing Time: 9:00 a.m.

Judge: Hon. Stephen Gizzi
Dept.: 3, Courtroom III

Action Filed: October 13, 2020
Trial Date: Not Set

TO ALL PARTIES AND THEIR RESPECTIVE ATTORNEYS OF RECORD:

YOU ARE HEREBY NOTIFIED THAT at 9:00 a.m. on January 23, 2026, or as soon thereafter as the matter can be heard, in Department 41 of the above entitled Court before the Honorable Stephen Gizzi, Plaintiffs Alishia Cox and Christopher Brick ("Plaintiffs") will and hereby does move for an order approving the settlement of the PAGA claim alleged against Defendant PRB Management, LLC ("Defendant") in accordance with Labor Code §2699. The proposed settlement is set forth in the accompanying PAGA Settlement Agreement ("Agreement").

This Motion will be based on this notice, the accompanying points and authorities, the Declaration of Brooke Wilkinson Waldrop, Declaration of Anthony Rogers, the Agreement, and the complete files and records in this action. The Labor Workforce Development Agency has been served with this motion and the Settlement Agreement as set forth in the accompanying proof of service.

Respectfully submitted,

Dated: December 19, 2025

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

By: */s/Brooke Wilkinson Waldrop* ___________
Brooke Wilkinson Waldrop

Attorneys for Plaintiff

TABLE OF CONTENTS

Page

I. INTRODUCTION……………………………………………………………………………….1

II. RELEVANT FACTS………………………………………………………………….………1

III. TERMS OF THE PAGA SETTLEMENT ………………………………………………........3

IV. THE PARTIES HAVE SETTLED THE PAGA CLAIMS………………………………….....6

V. THE PARTIES REQUEST REVIEW AND APPROVAL OF THE SETTLMENT OF THE PAGA CLAIM………………………………………………………6

VI. THE ATTORNEYS' FEES AND COSTS ARE FAIR AND REASONABLE…………...…...9

VII. CONCLUSION……………………………………………………………….………...11

TABLE OF AUTHORITIES

Page(s)

Cases:

Amaro v. Anaheim Arena Mgmt., LLC, 69 Cal. App. 5th 521 (2021) ……………………………………………………...…….10

Boyd v. Bank of America, 2014 WL 6473804, at *11 (C.D. Cal. 2014)………………………………………10

Cardenas v. McLane Foodservice, Inc., 2011 U.S. Dist. LEXIS 13126 (C.D. Cal. 2011)……………………….………….8

Carrington v. Starbucks Corp., 30 Cal.App.5th 504 (2018)…………………………………………………………..7

Chavez v. Netflix, Inc., 162 Cal.App.4th 43 (2008)……………………………………………………......10

Fleming v. Covidien, 2011 U.S. Dist. LEXIS 154590 (C.D. Cal. 2011)…………………………….……..7

Hopkins v. Stryker Sales Corp., No. 11-CV-02786-LHK, 2013 WL 496358 (N.D. Cal. Feb. 6, 2013)………...……11

In re Taco Bell Wage & Hour Actions, 2016 U.S. Dist. LEXIS 48557 (E.D. Cal. Apr. 6, 2016)……………………….……8

Iskanian v. CLS Transportation, 59 Cal. 4th 348, 381 (2014)…………………………………………………………..1

Ketchum v. Moses, 24 Cal.4th 1122, 1132 (2001)……………………………………………………….….11

Kim v. Reins Int'l Cal., Inc., 9 Cal. 5th 73, 80 (2020) …………………………………………………………..…..3

Laffitte v. Robert Half Int'l, 1 Cal. 5th 480, 503 (2016)……………………………………….....………..10

Makabi v. Gedalia, 2016 Cal. App. Unpub. 1489 (2nd Dist. Ct. of App. 2016)……………………..…...8

Pellegrino v. Robert Half Intern., Inc.,
182 Cal.App.4th 278 (2010)…………………………………………………….………10

Stetson v. Grissom,
821 F.3d 1157, 1166 (9th Cir. 2016)…………………………………………..…..11

Vandervort v. Balboa Capital Corp.,
8 F.Supp. 3d 1200, 1210 (C.D. Cal. 2014)……………………………………...10

Wershba v. Apple Computer, Inc.,
91 Cal.App.4th 224, 254 (2001)……………………………………..….………10

ZB, N.A. v. Superior Court,
8 Cal.5th 175 (2019)……………………………………..……….............1, 4, 6

Statutes:

California Labor Code §2698…………………………………………………………2

California Labor Code §2699……………………………………………………..…*passim*

MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

Plaintiffs Alishia Cox and Christopher Brick ("Plaintiffs") reached a settlement of the California Private Attorneys General Act, Cal. Labor Code §2699, *et seq*. ("PAGA") claim asserted in this action against Defendant PRB Management, LLC ("Defendant") (collectively, the "Parties") which provides for a "Gross PAGA Settlement Amount" payment in the amount of $1,079,000.00. In accordance with California Labor Code §2699, Plaintiffs now ask this Court to review and approve the settlement of Plaintiff's PAGA claims.[1] This is only a settlement of the PAGA claims for civil penalties and is not a class settlement and does not release the individual wage claims, if any, of the affected employees other than the Plaintiffs themselves. Cal. Labor Code § 2699(g)(1); *Iskanian v. CLS Transportation*, 59 Cal. 4th 348, 381 (2014); *ZB, N.A. v. Superior Court*, 8 Cal. 5th 175, 182 (2019) (unpaid wages are not recoverable under PAGA).

The PAGA settlement is set forth in the accompanying PAGA Settlement Agreement ("Agreement"). A true and correct copy of the Agreement which sets forth the terms for the settlement of the PAGA claims is attached as Exhibit #1 to the Declaration of Brooke Wilkinson Waldrop ("Decl. BWW"), filed herewith. Capitalized terms shall have the same meaning as defined in the Agreement. The LWDA received notice of this Settlement, and this motion as set forth in the accompanying proof of service.

A proposed order confirming review and approval of the PAGA settlement is submitted herewith.

II. RELEVANT FACTS

PAGA Counsel mailed the necessary correspondence to the California Labor and Workforce Development Agency ("LWDA") on June 4, 2020, on behalf of Plaintiff Cox, and

[1] Section 2699(s)(1)(2) provides as follows: "The superior court shall review and approve any settlement of any civil action pursuant to this part."

on September 22, 2025, on behalf of Plaintiffs[2], requesting authorization from the LWDA to seek civil penalties as provided by the Private Attorney General Act of 2004 ("PAGA") for the wage and hour violations alleged in the PAGA Notice and Amended PAGA Notice. (Decl. BWW, at ¶3). The 65-day notice period for the LWDA to notify of its intent to investigate expired on August 10, 2020.

On October 13, 2020, Plaintiff Cox filed a Class and Representative Action Complaint in this Court against Defendant PRB Management, LLC, alleging various causes of action for penalties in violation of the PAGA [Labor Code §§ 2698, et seq.] and the California Labor Code. On April 19, 2021, Defendant filed a Motion to Compel Arbitration, Strike Class Claims, and Stay Proceedings Pending Outcome of Arbitration. On January 4, 2022, this Court granted Defendant's claim as to compelling arbitration and staying the representative PAGA claim, without ruling upon the class claims[3]. On March 4, 2022, Plaintiff Cox filed her arbitration with American Arbitration Association.[4] On March 28, 2022, Plaintiff Brick filed his arbitration with the American Arbitration Association.[5] On October 2, 2025, Plaintiff Cox, filed a First Amended Complaint to include Plaintiff Christopher Brick in the PAGA action, and no further allegations were raised but was already included in the complaint. The First Amended Complaint is the Operative Complaint. (the "Operative Complaint").

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[2] The Amended PAGA letter submitted on September 22, 2025 did not include any further claims outside of the claims previously noticed by Plaintiff Cox. Instead, the Amended PAGA letter only added Plaintiff Christopher Brick and further factual detail about the already submitted claims that the LWDA was previously noticed about.

[3] On September 11, 2025, Plaintiff Cox filed a Notice of Dismissal of Class Claims without prejudice leaving on the PAGA claim in the lawsuit.

[4] Plaintiff Cox brought claims for (1) Unfair Competition in Violation of Cal. Bus. & Prof. Code §§ 17200, et seq.; (2) Failure to Pay Minimum Wages in Violation of Cal. Lab. Code §§ 1194, 1197, & 1197.1; (3) Failure To Pay Overtime Wages in Violation of Cal. Lab. Code §§ 510, et seq.; (4) Failure to Provide Required Meal Periods in Violation of Cal. Lab. Code §§ 226.7 & 512; (5) Failure to Provide Required Rest Periods in Violation of Cal. Lab. Code §§ 226.7 & 512; (6) Failure to Reimburse Employees for Required Expenses in Violation of Cal. Lab. Code § 2802; (7) Failure to Provide Accurate Itemized Statements in Violation of Cal. Lab. Code § 226; (8) Failure to Provide Wages When Due in Violation of Cal. Lab. Code §§ 201-203.

[5] Plaintiff Brick brought claims for (1) Unfair Competition in Violation of Cal. Bus. & Prof. Code §§ 17200, et seq.; (2) Failure to Pay Minimum Wages in Violation of Cal. Lab. Code §§ 1194, 1197, & 1197.1; (3) Failure To Pay Overtime Wages in Violation of Cal. Lab. Code §§ 510, et seq.; (4) Failure to Provide Required Meal Periods in Violation of Cal. Lab. Code §§ 226.7 & 512; (5) Failure to Provide Required Rest Periods in Violation of Cal. Lab. Code §§ 226.7 & 512; (6) Failure to Reimburse Employees for Required Expenses in Violation of Cal. Lab. Code § 2802; (7) Failure to Provide Accurate Itemized Statements in Violation of Cal. Lab. Code § 226; (8) Failure to Provide Wages When Due in Violation of Cal. Lab. Code §§ 201-203.

Plaintiffs and Defendant agreed to mediate the stayed PAGA claim with Steven G. Mehta, Esq on June 25, 2025. Prior to the mediation, the Parties conducted significant investigation and discovery of the facts and law. Defendant produced hundreds of documents relating to its policies, practices, and procedures regarding paying non-exempt employees for all hours worked, overtime, meal and rest period policies, payroll and operations policies, and more. Plaintiffs were provided with sufficient records and data to determine the number of Aggrieved Employees and the number of pay periods in the PAGA Period. The Parties agree that the above-described investigation and evaluation, as well as the information exchanged during the settlement negotiations, are more than sufficient to assess the merits of the Parties' positions and to compromise the issues on a fair and equitable basis. (Decl. BWW, at ¶3).

Plaintiffs' theory of PAGA liability as argued at mediation alleged that Defendant is liable for not paying for all hours worked, including through unapproved, unilateral modifications to employee time records and off-the-clock work, outside of paid shifts and during unpaid meal periods. For example, due to understaffing and requirement to prioritize customer service, Plaintiff Cox's alleged unpaid meal periods were allegedly interrupted with assigned tasks and work. However, Plaintiff Cox allegedly was not allowed to document these as hours worked because Defendant allegedly required a 30-minute unpaid meal period be documented. Further, Plaintiffs alleged that Defendant failed to pay any meal period premium payments despite Defendant forcing Aggrieved Employees. Plaintiffs also alleged Defendant failed to provide duty-free rest periods because allegedly Aggrieved Employees were required to stay on-site for their rest periods. Plaintiffs also alleged that Defendant failed to reimburse Aggrieved Employees for necessary business expenses, such as a personal cellular phone for calls and text messages with management. Plaintiffs also alleged at mediation that Defendant issued inaccurate wage statements to the Aggrieved Employees. Defendant allegedly was short staffed throughout Plaintiff Cox's employment, so in order to keep up with work Plaintiff Cox allegedly had to eat while she was working or skip her meal period in order to keep up with the customers. Defendant maintained that it always complied with applicable wage and hour regulations. Specifically, Defendant argued that its policies, documents, and expert analysis supported a conclusion that the calculation of the regular rate accounted for all applicable renumeration consistent with applicable law. Defendant further argued that it paid all aggrieved employees, including Plaintiffs, all wages owed, and that all aggrieved employees, including Plaintiffs, took appropriate meal and rest breaks in compliance with California Labor Code. Therefore, Defendant contends there is no discrepancy in the wage statements produced for all aggrieved employees, including the Plaintiffs.

On June 25, 2025, the Parties engaged in an all-day mediation session before Mediator Mehta, a respected and experienced mediator knowledgeable of both the wage and hour laws and representative claims at issue in this action. Through arms-length negotiations with the assistance of the mediator, the Parties reached an agreement to settle the PAGA claims in this action which led to the signing of a Memorandum of Understanding memorializing the settlement. (Decl. BWW, at ¶3).

The settlement was negotiated in light of all known facts and circumstances and the uncertainty associated with litigation – including the risk of Plaintiffs not being able to maintain representative claims, the difficulty of proving Plaintiff's claims in a manageable trial, the merits of Defendant's potential defenses, and the significant delay and potential appellate issues inherent to litigation – and was reached after extensive arm's length negotiations, with the assistance of Mediator Mehta. (Decl. BWW, at ¶3).

III. TERMS OF THE PAGA SETTLEMENT

The PAGA settlement is subject to Court approval consistent with Labor Code §2699. (Agreement at ¶ 4). The Agreement negotiated by the Parties provides for a "Gross PAGA Settlement Amount" payment in the amount of $1,079,000 to resolve the Released PAGA Claims (hereinafter referred to as the "PAGA Settlement"). From this PAGA Settlement of $1,079,000, there is a deduction of attorneys' fees ("PAGA Counsel Fees Payment") in the amount of $359,667 (which is one-third of the PAGA Settlement), reimbursement of incurred costs ("PAGA Counsel Litigation Expenses Payment") in an amount not to exceed $53,000, General Release Fees for each individual Plaintiff ("General Release Fee") in the amount of $25,000 in total ($12,500 to each), and Settlement Administration Costs ("Administration

Expenses Payment") not to exceed $21,950 (Agreement at ¶¶ 3(a) and 3(a)(1)-3.(a)(3)).[6] After these deductions, the amount remaining is the "Net Settlement Amount" which consists of the "LWDA Payment" and the "Employees' Portion", which is estimated to be no less than $619,383. (Agreement at ¶ 3(a)(4)).

Of the PAGA Payment amount, seventy-five percent (75%) (no less than $464,537.25) will be paid to the LWDA and the remaining twenty-five percent (25%) (no less than $154,845.75) will be paid to the Aggrieved Employees (Agreement at ¶¶ 3(a)(4)-3(a)(5)).[7] This 75/25 allocation is required by Labor Code §2699 as explained by *ZB, N.A. v. Superior Court*, 8 Cal.5th 175 (2019).[8]

The Individual PAGA Payment for each Aggrieved Employee shall be based on the number of pay periods each Aggrieved Employee worked during the PAGA Period as an Aggrieved Employee, as a percentage of the total pay periods worked by all Aggrieved Employees during from June 4, 2019, to March 24, 2023.[9] The PAGA Period is the time period from June 4, 2019, to March 24, 2023. (Agreement at ¶¶ 3(a)(5) & 3(b)).[10] For mediation, Defendant represented that there are approximately 5,153 Aggrieved Employees who

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[6] If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder of these amounts to the PAGA Payment. (Settlement Agreement at ¶ 3(a)(4)). To the extent the Administration Expenses are less, or the Court approves payment less than $21,950, the Administrator will allocate the remainder of this amount to the PAGA Payment (*Id*. at ¶ 3(a)(4)).

[7] "Aggrieved Employee" means all individuals who are or were employed by Defendant in California and classified as a non-exempt employee at any time during the period from June 4, 2019 and ending April 20, 2023. (Settlement Agreement at ¶ 3(a)(5)). However, the escalator provision (Settlement Agreement at ¶ 3(b) has been triggered and Defendant has chosen to reduce the claims period to March 24, 2023, the date . (Decl. BWW, at ¶4, Exhs. 7 & 8)

[8] This Action was filed prior to June 2024, so the prior allocation of 75/25 applies to this Settlement.

[9] See Settlement Agreement at ¶ 7(b) ("Specifically, to calculate each Aggrieved Employee's share of the Employees' Portion ("Individual Settlement Share"), the PAGA Settlement Administrator shall: (i) for each Aggrieved Employee, divide the number of Compensable Pay Periods he or she individually worked by the total aggregate number of Compensable Pay Periods worked by all Aggrieved Employees, and then (ii) multiply this amount by the Employees' Portion to arrive at each Aggrieved Employee's Individual Settlement Share.")

[10] *Supra*, fn. 7.

collectively worked approximately 103,472 pay periods during the PAGA Period. (Agreement at ¶ 3(b)).

Upon entry of final judgment, the Released Parties shall be entitled to a release from the Aggrieved Employees for any "Released PAGA Claims", which means all PAGA claims, demands, liabilities, damages, attorneys' fees, costs, and penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and the PAGA Notice and Amended PAGA Notice submitted by Plaintiffs to the LWDA, which occurred during the PAGA Period, including PAGA claims arising from alleged unpaid wages, minimum wages, regular wages, overtime and double time wages; regular rate calculation issues; meal and rest period violations; untimely payment of wages; wage statement violations; separation pay violations; unpaid reimbursements and expenses; employment records violations, employment notices violations, waiting time violations, in violation of California Labor Code sections 201, 202, 203, 204, 210, 226(a), 226.7, 351, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code Regulations, Title 8, Section 11070(14) (Failure to Provide Seating), and violations of applicable Industrial Welfare Commission Wage Orders, and pursuant to California Labor Code section 2699.5 (collectively the "Released PAGA Claims"). (Agreement at ¶8(a)). The Released PAGA Claims expressly excludes all other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, and California class claims, and PAGA claims outside of the PAGA period. (*Id.*)

Within fourteen (14) days after Defendant funds the Gross PAGA Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, and the PAGA Counsel Fees Payment and PAGA Counsel Expenses Payment. (Agreement at ¶¶ 7(c)(3) and 7(d)-(g)).[11] Checks will remain negotiable for one hundred eighty (180) days. (*Id.* at ¶ 7(c)(4)) For any Individual

[11] Disbursement of the PAGA Counsel Litigation Expenses Payment shall not precede disbursement of the Individual PAGA Payments. (*Id.*).

PAGA Payment check that is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the State Controller Unclaimed Property Fund in the name of the individual who failed to cash their check, subject to Court approval. (*Id*.).

Pursuant to California Labor Code Section 2699, Plaintiffs are providing a copy of the Agreement and this motion to the LWDA concurrently with the filing of the instant motion for settlement approval as set forth in the accompanying proof of service in compliance with Labor Code section 2699. In addition, Plaintiffs shall submit to the LWDA a copy of the Court's judgment and order approving the Agreement within ten (10) days after entry of judgment or order.

IV. THE PARTIES HAVE SETTLED THE PAGA CLAIMS

The claim before this Court is solely the representative claim under PAGA on behalf of the State of California for civil penalties pursuant to the PAGA. The parties have agreed to settle this PAGA claim in its entirety after investigation and an arm's length mediation session. (Decl. BWW at ¶4.) The settlement is intended to fully and finally resolve the Released PAGA Claims asserted by Plaintiffs on behalf of the State of California. This is only a settlement of the PAGA claims for civil penalties and is not a class settlement and does not release the individual claims, if any, of the Aggrieved Employees, other than any claims under PAGA. This settlement does not release any claim that is not a PAGA claim.[12] PAGA Counsel Fees equal to one-third of the Gross PAGA Settlement amount ($359,667), and PAGA Counsel Litigation Expenses in an amount not to exceed $53,000 will also be paid to PAGA Counsel as part of the settlement as set forth in the Agreement.[13] Lastly, payment to the Administrator in an amount not to exceed $21,950 to perform the administrative duties to distribute the settlement money shall also be paid. (Decl. BWW, at ¶¶ 4-5.)

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[12] As explained by the Supreme Court in *ZB, N.A.*, 8 Cal. 5th at 196: "Nonparty employees are bound by the judgment in an action under the PAGA, but only with respect to recovery of civil penalties."

[13] As set forth in the accompanying Declaration of Brooke Wilkinson Waldrop, PAGA Counsel incurred costs in the current amount of $47,878,69, which is less than the cost allocation in the Settlement Agreement. See Decl. BWW at ¶ 9.

V. THE PARTIES REQUEST REVIEW AND APPROVAL OF THE SETTLMENT OF THE PAGA CLAIM

Labor Code § 2699 requires that the Court "shall review and approve any settlement of any civil [PAGA] action filed pursuant to this part. The proposed settlement shall be submitted to the agency at the same time that it is submitted to the court." Consequently, the parties respectfully ask the Court to review and approve the settlement of the PAGA claims and the PAGA Payment to be paid as part of the proposed settlement.

A. The PAGA Settlement Amount to Be Paid Is Fair and Reasonable

The Parties believe that the PAGA Settlement amount is fair and reasonable and therefore "shall" be reviewed and approved. Here, the Gross PAGA Settlement Amount of $1,079,000 is more than other PAGA settlements as it constitutes approximately $9.48 per pay period.[14] (Decl. BWW, at ¶6.)

This PAGA Settlement amount compares favorably to the estimated amount of PAGA penalties. With the assistance of an expert, Plaintiffs calculated that the maximum amount of statutory PAGA civil penalties was potentially $10,347,200 based on 103,472 pay periods applicable to the Aggrieved Employees during the PAGA Period.[15] (Decl. BWW, at ¶6.) Importantly, however, these calculations were performed at the maximum statutory rate for the penalties, when in fact, it is likely that any penalties awarded would be at a lower rate. California Labor Code Section 2699(e)(2) permits a Court to award a lesser amount than the maximum civil penalty if based on the facts and circumstances to do otherwise would result in an award that is "unjust, arbitrary and oppressive or confiscatory."

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[14] On December 9, 2025, and as per the escalator provision, Defendant elected to reduce the PAGA Period to the date wherein the Settlement Administrator calculated there werea total 113,820 Pay Periods during the PAGA Period. (Settlement Agreement at ¶ 3(b) and Decl. BWW at ¶4, Exhs. 7 & 8)

[15] Stacking is where more than one civil penalty is imposed in a pay period for the same conduct. The valuation of $10,347,200 is the civil penalty amount without stacking. If stacking is permitted, then the valuation increases with each additional penalty added to each pay period. Plaintiff, however, is not aware of any PAGA award which permitted stacking and in the cases cited herein, only one penalty per pay period was assessed. The recent 2024 amendment to PAGA casts further doubt on the availability of stacking.

In *Carrington v. Starbucks Corp.*, 30 Cal. App. 5th 504 (2018), the Court of Appeal affirmed a judgment after trial which only provided for a PAGA penalty of $5 per pay period. Therefore, at trial, any PAGA penalties awarded could be significantly less than Plaintiff's calculation even where Plaintiffs prevailed on the PAGA claim. If the amount of $5 per pay period from *Carrington v. Starbucks* is used, the potential recovery of civil penalties would be only $517,360, which is far less than this settlement provides. (Decl. BWW, at ¶6.)

Under PAGA, Courts have considerable discretion to reduce the penalty award. In *Fleming v. Covidien*, 2011 U.S. Dist. LEXIS 154590 (C.D. Cal. 2011), a federal court reduced PAGA penalties from $2,800,000 to $500,000, a reduction of 82.2%, because the court found maximum penalties "unjust" because the employees had suffered no injuries. Some trial courts have actually awarded no civil penalties, even when Labor Code violations are established. See *Makabi v. Gedalia*, 2016 Cal. App. Unpub. 1489, *5-7 (2nd Dist. Ct. of App. Mar. 6, 2016) (no PAGA penalties were awarded by the Los Angeles County Superior Court) (unpublished decision); *In re Taco Bell Wage & Hour Actions*, 2016 U.S. Dist. LEXIS 48557, *40-43 (E.D. Cal. Apr. 6, 2016) (PAGA penalties denied after trial).

In order to recover any PAGA penalties, Plaintiffs would be required at trial to prove each of the underlying Labor Code violations. See *Cardenas v. McLane Foodservice, Inc.*, 2011 U.S. Dist. LEXIS 13126, *10 (C.D. Cal. 2011) ("Given the statutory language [of PAGA], a plaintiff cannot recover on behalf of individuals whom the plaintiff has not proven suffered a violation of the Labor Code by the defendant."). Here, Plaintiffs would need to prove that each Aggrieved Employee suffered a California Labor Code violation as alleged in the Operative Complaint and Amended PAGA Notice for each period the employee worked.

Defendant maintains that Plaintiffs and the Aggrieved Employees were properly compensated, and that it did not violate the Labor Code. Accordingly, Defendant disputes and denies Plaintiff's allegations and claims asserted in the PAGA Notice, Amended PAGA Notice, and the Operative Complaint, which are resolved by the Agreement. Defendant asserted additional defenses to the PAGA claim, not only as to liability but also as to the amount of the penalties. Defendant could argue that no penalties prior to the PAGA notification should be awarded because the violations were not intentional, and at least one Court has so ruled. These defenses present a risk to the PAGA claims and the potential that some or all of the PAGA penalties sought may not be awarded. (Decl. BWW, at ¶7.)

Given Defendant's potential defenses to the violations at issue, the risks and costs of continued litigation, Plaintiffs and their attorneys believe that the PAGA Settlement is fair and reasonable. (Decl. BWW, at ¶7.) Defendant has similarly concluded that it is desirable that the action is settled in the manner and upon the terms and conditions set forth in the Agreement in order to avoid further expense, inconvenience and distraction of further legal proceedings, as well as the uncertainty of litigation. Plaintiffs and Defendant have determined that it is desirable and beneficial to put to rest the claims in this action and both Plaintiffs and Defendant agrees that the PAGA Settlement is fair, reasonable, and adequate.

PAGA Counsel have significant experience litigating wage and hour claims including claims for PAGA penalties, and the PAGA Settlement here is similar to settlements that courts have approved. (Decl. BWW, at ¶¶ 7, 10.) The PAGA Settlement, along with the other terms of the proposed settlement, were negotiated by experienced counsel at arm's length with the assistance of a private mediator, Steven G. Mehta, Esq. (Decl. BWW, at ¶7.)

As set forth in the accompanying proof of service, the LWDA has been provided notice of this motion and the PAGA settlement. The decision of the LWDA to accept the PAGA Settlement and not oppose the motion should be given considerable weight. This is not a situation where the Court needs to be concerned about the rights of absent employees as in a class settlement, as this PAGA-only settlement does not release the individual claims of absent employees other than PAGA claims, and the LWDA is a sophisticated government entity that is more than able to look out for its own rights.

B. The Remaining Settlement Terms Are Fair and Reasonable

Although PAGA requires that a court approve the proposed PAGA settlement, Labor Code § 2699 does not require that a court approve any other elements of the proposed settlement. Because there are no class allegations for which Plaintiffs seek approval, the approval provisions applicable to class settlements under Cal. Code Civil Proc. §382 do not apply. Accordingly, the Court only needs to approve the settlement of the civil penalties sought in the PAGA claim. Nevertheless, as explained herein, the settlement terms for attorneys' fees and costs are reasonable.

VI. THE ATTORNEYS' FEES AND COSTS ARE FAIR AND REASONABLE

PAGA Counsel seek approval of attorneys' fees from the PAGA settlement in the amount of $359,667 representing one-third of the $1,079,000 Gross PAGA Settlement Amount. PAGA does not have any requirements for reviewing attorneys' fees, and Plaintiff's position is that the payment of attorneys' fees and costs in this settlement is a matter of contract for contingent representation. Nevertheless, should this Court review the requested attorneys' fees, it is clear that the requested fees and costs are reasonable.

First, the requested fees are justified by the result achieved. PAGA Counsel negotiated a recovery of $1,079,000.00, and this result justifies the requested fees equal to one third of this recovery. This percentage is within the standard contingent recovery percentage of one-third, and this percentage is what was expressly approved by the Supreme Court in *Laffitte v. Robert Half Int'l Inc.*, 1 Cal.5th 480, 504, (2016); *Amaro v. Anaheim Arena Mgmt., LLC*, 69 Cal. App. 5th 521, 545 (2021) (recognizing that "'fee awards in class actions average around one-third of the recovery'" regardless of "'whether the percentage method or the lodestar method is used.'" (*quoting Chavez v. Netflix, Inc*., 162 Cal.App.4th 43, 66, fn. 11 (2008)).

Second, the fee award is justified by the work performed and contributions to the case. As detailed in the accompanying Declaration of Brooke Wilkinson Waldrop at ¶8, the fee award represents PAGA Counsel's current lodestar of $412,932.46, which exceeds the requested award and therefore represents a "negative multiplier", with significant additional work to be performed.[16]

Such a fee award without a positive multiplier is undoubtedly reasonable as courts frequently award positive multipliers between 2 to 4 times the lodestar to reward counsel for accepting the contingent risks of the litigation or obtaining good results. See, e.g., *Laffitte*, 1

[16] A true and correct copy of PAGA Counsel's billing records are attached as Exhibit #2 to the Declaration of Brooke Wilkinson Waldrop, filed herewith.

Cal. 5th at 506 (approving one-third fee award with multiplier between 2.03 and 2.13); *Pellegrino v. Robert Half Intern., Inc.*, 182 Cal.App.4th 278 (2010) (noting reasonable multipliers of 2.0 to 4.0 are often applied and affirming 1.75 multiplier); *Wershba v. Apple Computer, Inc*., 91 Cal.App.4th 224, 254 (2001) (noting that multipliers can range from 2 to 4 or higher); *Vandervort v. Balboa Capital Corp*., 8 F. Supp. 3d 1200, 1210 (C.D. Cal. 2014) (awarding one-third of fund, which was a 2.52 multiplier of lodestar); *Boyd v. Bank of America*, 2014 WL 6473804, at *11 (C.D. Cal. 2014) (awarding one-third of fund, which was a 2.58 multiplier of lodestar); *Hopkins v. Stryker Sales Corp*., No. 11-CV-02786-LHK, 2013 WL 496358, at *6 (N.D. Cal. Feb. 6, 2013) (approving fee award that represented a multiplier of 2.76 as falling within the "majority" range for risk multipliers).

Third, consideration of the service factors justify the service of the lodestar. Courts multiply the lodestar by a factor to account for the risk of non-payment, delay in payment, the quality of work, and the novelty and difficulty of the issues involved. See *Ketchum v. Moses*, 24 Cal.4th 1122, 1132 (2001). Failure to apply a risk multiplier in cases that meet these criteria is an abuse of discretion. *Stetson v. Grissom*, 821 F.3d 1157, 1166 (9th Cir. 2016).

Finally, as to litigation expenses, PAGA Counsel will be recovering litigation expenses in the total amount of $42,145.91 which is less than the $53,000 allocation for costs in the Agreement, so the difference of $10,854.09 will be added to the PAGA Payment amount. These expenses are documented in the accompanying Declaration of Brooke Wilkinson Waldrop at ¶9.

VII. CONCLUSION

Based on the foregoing, Plaintiffs respectfully request this Court approve the PAGA settlement as set forth in the Agreement and enter the proposed order and judgment submitted herewith.

Dated: December 19, 2025

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

By: *_/s/ Brooke Wilkinson Waldrop_*
Brooke Wilkinson Waldrop
Attorney for Plaintiff