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Attorneys for Defendant
MANLEY LABORATORIES, INC.

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN BERNARDINO

AMBER RUIZ, an individual,

Plaintiff,

v.

MANLEY LABORATORIES, INC., a California Corporation; and DOES 1-100, inclusive,

Defendants.

Case No. CIVDS2018793

Assigned for All Purposes:
Hon. Kory Mathewson
Dept. R12

NOTICE OF MOTION AND UNOPPOSED MOTION FOR APPROVAL OF PAGA AND INDIVIDUAL SETTLEMENT; MEMORANDUM OF POINTS AND AUTHORITIES

[*Filed Concurrently with Declarations of Jeffrey K. Brown and Michael Blue; (Proposed) Order*]

Date: December 18, 2025
Time: 9:00 am

Action Filed: September 2, 2020
Trial Date: TBD

TO ALL PARTIES AND TO THEIR COUNSEL OF RECORD:

PLEASE TAKE NOTICE THAT on December 18, 2025, at 9:00 am, or as soon thereafter as counsel may be heard, in Department R12 of the above-captioned Court, located at 8303 Haven Avenue, Rancho Cucamonga, California 91730, Defendant Manley Laboratories, Inc. ("Defendant") will and hereby does move this Court for an Order as follows:

1. Granting approval, pursuant to the Private Attorney Generals Act, California Labor Code sections 2698, *et seq*. ("PAGA"), of the settlement between Defendant and Plaintiff Amber Ruiz ("Plaintiff") of the claims brought by Plaintiff pursuant to PAGA, as set forth in the PAGA Settlement Agreement (the "Settlement Agreement," or the "Agreement"), attached as Exhibit "A" to the Declaration of Jeffrey K. Brown ("Brown Decl."), filed concurrently herewith, including and not limited to, the plan of allocation and distribution of the Gross Settlement Amount for payment of the Labor Workforce and Development Agency ("LWDA") PAGA Payment to the LWDA, Individual PAGA Payments to Aggrieved Individuals, PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment to PAGA Counsel, and the Representative Release Payment to Plaintiff;

2. Approving the penalties allocated under PAGA, which will be distributed to the LWDA and the Aggrieved Individuals, pursuant to California Labor Code section 2699(i), of which seventy-five percent (75%) will be paid to the LWDA ("LWDA PAGA Payment") and twenty-five percent (25%) will be paid to Aggrieved Individuals ("Individual PAGA Payments");

3. Approving Defendant Manley Laboratories, Inc., as Settlement Administrator, given the small number of aggrieved individuals;

4. Directing Manley to distribute the Gross Settlement Amount in accordance with the terms of the Settlement Agreement;

5. Directing the mailing of Individual PAGA Payments to the Aggrieved Individuals;

6. Awarding to Plaintiff, as Plaintiff's Representative Release Payment, Seventy-One Thousand Dollars and Zero Cents ($71,000.00), in consideration of the release of both her PAGA and individuals claims, payable in twenty-four equal monthly installments over the twenty-four

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months following the date that the Court enters a Judgment on its Order Approving the PAGA Settlement; and

7. Awarding to PAGA Counsel, The Blue Law Group Inc., reasonable attorney's fees in the amount of Thirty-Two Percent (32%) of the Gross Settlement Amount, or Forty Thousand Dollars and Zero Cents ($40,000.00), and reimbursement of actual litigation costs and expenses in the amount of One Thousand Five Hundred Dollars and Zero Cents ($1,500.00), pursuant to California Labor Code section 2699(g)(1).

This Motion is unopposed by Plaintiff.

The Settlement Agreement and this Motion and supporting papers are being concurrently submitted to the LWDA in conformity with California Labor Code section 2699(1)(2). *See* Brown Decl., Exh. "B."

This Motion is based on this Notice of Motion, the Memorandum of Points and Authorities filed concurrently herewith, the Declarations of Jeffrey K. Brown and Michael Blue, filed concurrently herewith, all of the pleadings, files, and records in this proceeding, all other matters of which the Court may take judicial notice, and any argument or evidence that may be presented to or considered by the Court prior to its ruling.

DATED: November 25, 2025 PAYNE & FEARS LLP

By: */s/ Jeffrey K. Brown*
JEFFREY K. BROWN

Attorneys for Defendant
MANLEY LABORATORIES, INC.

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MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

This Motion seeks approval of a settlement containing two primary components: (1) a complete and general release by Plaintiff Amber Ruiz ("Plaintiff"), encompassing her individual claims for wage-and-hour and other employment violations (including emotional distress damages); and (2) a release of the PAGA claims brought by Plaintiff on behalf of other current and former employees of Defendant Manley Laboratories, Inc. ("Defendant"). The Motion is not opposed by Plaintiff.

Subject to approval by the Court, the parties have agreed to resolve the above-captioned action, brought pursuant to the Private Attorneys General Act of 2004, California Labor Code section 2698, *et seq.* ("PAGA"), for a Gross Settlement Amount of one hundred and twenty-five thousand dollars ($125,000) ("Gross Settlement Amount"). The Gross Settlement Amount is inclusive of: (1) all Individual PAGA Payments to Plaintiff and all persons employed by Defendant as hourly-paid or non-exempt employees in California at any time during the PAGA Period ("Aggrieved Individuals"), (2) payment of 75% of the PAGA Penalties to the California Labor and Workforce Development Agency ("LWDA"), (3) PAGA Counsel Fees Payment to be paid to the Blue Law Group Inc. ("PAGA Counsel"), and (4) the Representative Release Payment to be paid to Plaintiff in consideration for her general release.

The parties now seek this Court's approval of the PAGA Settlement Agreement. Defendant submits that the Settlement is fair, adequate, and reasonable, and meets the requirements for approval by the Court based upon the relevant fairness factors, the relative strengths of the PAGA claims, the risk, expense, and complexity of further litigation, the benefit conferred by the Settlement, the scope of the release of claims, the experience and views of counsel, and the reasonableness of the LWDA PAGA Payment and Individual PAGA Payments,

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PAGA Counsel Fees Payment, PAGA Counsel Litigation Expense Payment, and Plaintiff's Release Payment.

As detailed below, the allocation of the Gross Settlement Amount is fair, adequate, and reasonable. The PAGA Penalties total $12,500.00 ("PAGA Penalties"), of which $3,125.00 will be distributed to Aggrieved Individuals on a *pro rata* basis according to their number of pay periods. This allocation is appropriate because discovery revealed to Defendant that only one of Plaintiff's claims was factually arguable: her claim that, for two weeks in December 2018, Plaintiff and the Aggrieved Individuals worked approximately 20 hours of overtime and were paid at their regular rate during the following pay period. All other alleged violations were determined to have insufficient evidentiary support. Accordingly, the relatively modest amount allocated to PAGA penalties – and thus to Aggrieved Individuals – accurately reflects the parties' determination that only a single, finite wage-and-hour violation had bona fide evidentiary support.

Similarly, the Representative Release Payment of $71,000.00 to Plaintiff is fair, adequate, and reasonable, because it not only compensates Plaintiff for serving as the representative for the Aggrieved Individuals, but also resolves her various individual claims for wages, penalties, and emotional distress damages. Thus, the Gross Settlement Amount appropriately accounts for both Plaintiff's individual claims and the limited wage-and-hour claims of the Aggrieved Individuals.

Therefore, Defendant respectfully requests that this Court approve the Settlement, and award the LWDA PAGA Payment, Individual PAGA Payments, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expense Payment, and Plaintiff's Representative Release Payment, which are provided for by the Settlement and requested herein.

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II. FACTUAL BACKGROUND AND RELEVANT PROCEDURAL HISTORY

Defendant is a manufacturer of professional studio and high-end audio equipment, located in Chino, California. Plaintiff is a former employee of Defendant.

On June 8, 2020, Plaintiff submitted notice to the LWDA of alleged Labor Code violations by Defendant. In that notice, Plaintiff alleged a wide-ranging complaint for violations including failure to pay wages; failure to pay overtime wages; failure to provide meal and rest periods; failure to provide accurate itemized wage statements; failure to timely pay wages to employees upon separation of employment; and unlawful competition.

On September 20, 2020, Plaintiff filed a Complaint in this Court (the "Action"), for recovery of civil penalties under PAGA. On October 23, 2020, Defendant answered the Complaint.

The parties have actively litigated the Action and conducted a substantial investigation into the facts of the case through formal written discovery. On June 2, 2021, Defendant took Plaintiff's deposition. During that deposition, and as a result of Plaintiff's admissions, Defendant developed the position that Plaintiff's wage-and-hour claims were without merit on their face, and that the only factually-arguable claim was that, for two weeks in December 2018, Plaintiff and the Aggrieved Individuals worked approximately 20 hours of overtime and were paid at their regular rate during the following pay period.

After engaging in significant discovery and lengthy negotiations, the parties were able to reach the Settlement described herein, and Plaintiff filed her Notice of Settlement with this Court on February 18, 2025. A true and correct copy of the PAGA Settlement Agreement is attached to the Declaration of Jeffrey K. Brown ("Brown Decl."), filed herewith, as Exhibit "A."

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Defendant now moves for an order granting approval of the Settlement pursuant to California Labor Code section 2699(1)(2). The Settlement Agreement and moving and supporting papers for this motion are being submitted to the LWDA in conformity with California Labor Code section 2699(1)(2), concurrently with this filing. A true and correct copy of the proof of service is attached to the Brown Decl. as Exhibit "B."

III. <u>TERMS OF THE PAGA SETTLEMENT AGREEMENT</u>

A. <u>Aggrieved Individuals</u>

The Aggrieved Individuals who are covered by the Settlement are: "all persons, including but not limited to Plaintiff, employed by Defendant as non-exempt employees in the State of California during the PAGA Period" of June 8, 2019, to the date the that the Court enters its Order Granting Approval of the PAGA Settlement. (Brown Decl., Exh. A, ¶¶ 2, 20.) There are approximately sixty-seven (67) Aggrieved Individuals. (*Id*., Exh. A, at ¶ 41.)

B. <u>Distribution of the Gross Settlement Amount</u>

Under the terms of the Settlement Agreement, Defendant will pay a Gross Settlement Amount of One Hundred and Twenty-Five Thousand Dollars and Zero Cents ($125,000.00). The PAGA Penalties will be the Gross Settlement Amount less the following amounts: (1) PAGA Counsel Fees Payment of reasonable attorney's fees in the amount of Thirty-Two Percent (32%) of the Gross Settlement Amount, or Forty Thousand Dollars and Zero Cents ($40,000.00); PAGA Counsel Litigation Expenses Payment of One Thousand Five Hundred Dollars and Zero Cents ($1,500.00); and (3) Plaintiff's Release Payment in the amount of Seventy-One Thousand Dollars and Zero Cents ($71,000.00). (Brown Decl., Exh. A, ¶¶ 10, 38.) The PAGA Penalties will be fully distributed to the Aggrieved Individuals and the State of California, as described in the following section (C).

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C. Appointment of Defendant as the Settlement Administrator

Given the small number of Aggrieved Individuals, the parties have jointly elected to have Defendant administer the Settlement Sum. (Brown Decl., Exh. A, ¶ 51.)

D. Distribution of the LWDA PAGA Payment and Individual PAGA Payments

Seventy-five percent (75%) of the PAGA Penalties will be distributed to the LWDA ("LWDA PAGA Payment") and the remaining twenty-five percent (25%) will be distributed to the Aggrieved Individuals on a *pro rata* basis ("Individual PAGA Payments") based on each of their number of PAGA Pay Periods. (Brown Decl., Exh. A, ¶ 51.) The twenty-five percent allocated to the Aggrieved Individuals will be divided by the total number of PAGA Pay Periods of all Aggrieved Individuals then multiplied by each Aggrieved Individual's individual PAGA Pay Periods to yield his or her Individual PAGA Payment. (*Id*., Exh. A, at ¶ 11.) Individual PAGA Payments will be characterized one hundred percent (100%) penalties to be reported on IRS Form 1099. (*Id*. at ¶ 38(c).)

Within ten (10) calendar days of entry of the Approval Order, Defendant will issue checks for the Individual PAGA Payments and send them to the Aggrieved Individuals via First Class U.S. Mail, postage prepaid. (*Id*., Exh. A, at ¶ 41.) The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. (*Id*.) Defendant will cancel all checks not cashed by the void date. (*Id*.) Before mailing any checks, Defendant will update the recipients' mailing addresses using the National Change of Address Database. (*Id*.)

Defendant must conduct an Aggrieved Individual Address Search for all Aggrieved Individuals whose checks are returned undelivered without USPS forwarding address. (*Id*.) Within seven (7) days of receiving a returned check, Defendant must re-mail checks to the USPS

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forwarding address provided or to an address ascertained through the Aggrieved Individual Address Search. (*Id.*) Defendant need not take further steps to deliver checks to Aggrieved Individuals whose re- mailed checks are returned as undelivered. (*Id.*) Defendant shall promptly send a replacement check to any Aggrieved Individual whose original check was lost or misplaced, requested by the Aggrieved Individual prior to the void date. (*Id.*)

For any Aggrieved Individual whose Individual PAGA Payment check is uncashed and cancelled after the void date, Defendant shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Aggrieved Individual whose check is voided. (*Id.*)

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E. <u>Scope of the Release in the Settlement Agreement</u>

Upon Defendant's funding of the entire Gross Settlement Amount, Plaintiff and the Aggrieved Individuals will release claims against all Released Parties (i.e., Manley Laboratories LLC [formerly Manley Laboratories, Inc., following an F reorganization], Manley Laboratories, Inc., ManleyLabs Ventures II LLC, and each of their former and present direct and/or indirect owners, dba's, affiliates, subsidiaries, brother and sister corporations, divisions, related companies, successors and predecessors, and current and former employees, directors, officers, shareholders, owners, trustees, fiduciaries, beneficiaries, subrogees, executors, partners, privies, agents, servants, attorneys, insurers, representatives, administrators, employee benefit plans, predecessors, successors, investors, and assigns [Brown Decl., Exh. A, ¶ 26]), as follows:

> **Plaintiff's Release.** Plaintiff and her respective former and present spouses, representatives, agents, attorneys (including PAGA Counsel), heirs, administrators, successors and assigns generally, release and discharge Released Parties from all claims, transactions or occurrences that occurred prior to the approval of this Settlement, including, but not limited to: all claims that were, or reasonably could have been, alleged, based on the facts contained in the Operative Complaint and the PAGA Notice, including but not limited to claims for alleged failure to pay overtime wages, failure to provide meal and rest breaks, failure to pay meal and rest

> break premiums, failure to provide accurate itemized wage statements, and failure to pay all wages due upon separation of employment; this release shall include all claims under PAGA by the LWDA, in Plaintiff's representative capacity based on the PAGA Notice ("Plaintiff's Release"). Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time or based on occurrences that cannot be released according to law. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

(Brown Decl., Exh. A, ¶ 44.)

> **Release by Aggrieved Individuals:** All Aggrieved Individuals are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint and the PAGA Notice, which are attached hereto as Exhibits B and A, respectively, including but not limited to claims for civil penalties recoverable under Labor Code sections 204, 210, 226(a), 226.3, 226.7, 256, 512, and 558.

(*Id*., Exh. A, at ¶ 46.)

IV. THE SETTLEMENT IS FAIR AND SHOULD BE APPROVED

A. The Agreement is Fair and Reasonable under California Law

When enacting PAGA, the California Legislature:

> declared that adequate financing of labor law enforcement was necessary to achieve maximum compliance with state labor laws, that staffing levels for labor law enforcement agencies had declined and were unlikely to keep pace with the future growth of the labor market, and that it was therefore in the public interest to allow aggrieved employees, acting as private attorneys general, to recover civil penalties for Labor Code violations, with the understanding that labor law enforcement agencies were to retain primacy over private enforcement efforts.

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Arias v. Superior Court (2009) 46 Cal. 4th 969, 980.

Accordingly, under PAGA, an "aggrieved" employee "may bring a civil action personally and on behalf of other current or former employees to recover civil penalties for Labor Code violations." *Id.*; Lab. Code § 2699. "An employee plaintiff suing … under the Labor Code Private Attorneys General Act of 2004, does so as the proxy or agent of the state's labor law enforcement agencies." *Arias*, 46 Cal. 4th at 986. A trial court "shall review and approve any civil 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." Lab. Code § 2699(l)(2). The Court "should evaluate a PAGA settlement to determine whether it is fair, reasonable, and adequate in view of PAGA's purposes to remediate present labor law violations, deter future ones, and to maximize enforcement of state labor laws." *Moniz v. Adecco USA, Inc.*, 72 Cal. App. 5th 56, 77 (2021). Many of the factors relevant to evaluate class action settlements, such as "the strength of the plaintiff's case, the risk, the stage of the proceeding, the complexity and likely duration of further litigation, and the settlement amount" can be "useful in evaluating the fairness of a PAGA settlement." *Id.*

1. The Settlement is Fair, Adequate, and Reasonable

"[T]he very essence of a settlement is compromise, 'a yielding of absolutes and an abandoning of highest hopes."' *OfficersforJustice v. Civil Service Comm'n* (9th Cir. 1981) 688 F.2d 615, 624. "The proposed settlement is not to be judged against a hypothetical or speculative measure of what might have been achieved by the negotiators." *Id.* at 625. The settlement provides significant benefits to the State of California and the Aggrieved Individuals and falls within the range of acceptable settlements under the circumstances. Under the Agreement, Defendant has agreed to pay a Gross Settlement Amount of $125,000.00, which encompasses the PAGA Penalties, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and Plaintiff's Representative Release Payment. (Brown Decl., Exh. A, ¶ 38.) Subject to approval by the Court, the following amounts will be allocated from the Gross Settlement Amount, the remainder of which constitutes the PAGA Penalties:

(1) PAGA Counsel Fees Payment in the amount of $40,000.00 for attorneys' fees and PAGA Counsel Litigation Expenses Payment in the amount of $1,500.00 for litigation costs. (*Id.*)

(2) Plaintiff's Representative Release Payment $71,000.00 to Plaintiff. (*Id.*)

The PAGA Penalties amount is therefore $12,500.00, of which $3,125.00, is to be distributed to Aggrieved Individuals on a *pro rata* basis, based their number of Pay Periods, and $9,325.00 is to be distributed to the LWDA. (Brown Decl., Exh. A, ¶ 38(c).)

There is no reason to doubt the fairness of the proposed plan of allocation of the PAGA Penalties as it fully complies with California Labor Code section 2699(i). Considering all of the facts in this case – specifically, at least in Defendant's view, only one potential claim had clear and bona fide support, and that was Plaintiff's claim that Defendant failed to pay overtime to Plaintiff and the Aggrieved Individuals for two weeks in December 2018 – Plaintiff and her counsel have determined that the Settlement represents a fair, adequate, and reasonable resolution of the PAGA claims, and that it is in the best interests of the Aggrieved Individuals and the State of California. (Declaration of Michael Blue ("Blue Decl."), ¶¶ 7, 9–10 .)

2. The Relative Strength of the PAGA Claims and the Range of Possible Outcomes in the Litigation Strongly Favor Approval of the Settlement

In order for Plaintiff to prevail on the PAGA claims, she would have to prove the underlying California Labor Code violations, demonstrate that Aggrieved Individuals suffered, and demonstrate that Defendant's conduct gives rise to penalties. *See*, e.g., *Elliot v. Spherion Pac. Work, LLC* (C.D. Cal. 2008) 572 F.Supp.2d 1169, 1181-82 ("Plaintiff's claim under [PAGA] is

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wholly dependent upon her other claims. Because all of Plaintiff's other claims fail as a matter of law, so does her PAGA claim.").

Plaintiff's PAGA Notice and Complaint asserted numerous wage-and-hour claims against Defendant. However, throughout the course of discovery, including Plaintiff's deposition, Defendant came to the view that Plaintiff's only arguably factually strong claim was that Defendant violated the California Labor Code, with respect to Plaintiff and Aggrieved Individuals, by requiring employees to work two shifts in the first part of December 2018, then paying those shifts throughout the month, avoiding accurate pay and producing inaccurate wage statements. Given that, in Defendant's view, Plaintiff had only one claim with a strong likelihood of success, and this claim was limited in scope and duration, settlement of the entire case is favored.

Moreover, although wage-and-hour actions are amenable to resolution as to a group of employees, some courts have also found that, for various reasons, allegations made by Plaintiff raise individualized issues and/or are unmanageable and thus not suitable for adjudication as to a group of employees. *See, e.g., Duran v. U.S. Bank Nat. Assn.* (2014) 59 Cal.4th 1, 25, 29, 31, and 34-35 (stating that even where it has been alleged "that the employer consistently imposed a uniform policy or de facto practice" as to its employees, "the party must still demonstrate that the illegal effects of this conduct can be proven efficiently and manageably" and in litigating representative actions the procedures utilized by the court "may not be used to abridge a party's substantive rights," including "abridg[ing the defendant's] presentation of [a defense] simply because that defense was cumbersome to litigate," because of "principles of due process.")

Defendant also maintains several defenses to Plaintiff's theory of liability, which, if successfully argued and proven, have the potential to eliminate or substantially reduce recovery. Throughout this litigation, Defendant maintained, and continues to maintain, that it had, and continues to have, legally compliant employment policies and practices throughout the time period at issue. Defendant denies that it ever violated any provision of the California Labor Code,

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including, but not limited to, those sections for which Plaintiff seeks penalties under the PAGA. Defendant further denied, and continues to deny, that the lawsuit is appropriate for representative treatment for any purpose other than settlement.

Defendant also contends that an important feature of PAGA is that the Court retains discretion to lower the penalties if, based on the facts and circumstances of the particular case, to do otherwise would result in an award that is "unjust, arbitrary and oppressive, or confiscatory." *See* Cal. Lab. Code § 2699(e)(2); *see also Thurman v. Bayshore Transit Management, Inc.* (2012) 203 Cal.App.4th 1112, 1136 (holding that a court may reduce the amount of PAGA penalties awarded to an employee based upon discretionary factors). Defendant maintained, and continues to maintain, though Plaintiff disagrees, that it had and continues to have, legally-compliant employment policies and practices throughout the time period at issue. Defendant denies that it ever violated any provision of the California Labor Code, though, again, Plaintiff disagrees. Even if, *arguendo,* such violations occurred, which Defendant denies, Defendant contended that said violations would only be considered "initial violations" and thus heightened "subsequent violation" penalties were not warranted. *See* Cal. Lab. Code § 2699(f)(2); *see also Amaral v. Cintas Corp. No. 2* (2008) 163 Cal.App.4th 1157, 1208-09 ("Until the employer has been notified that it is violating a Labor Code provision [...], the employer cannot be presumed to be aware that its continuing underpayment of employees is a 'violation' subject to penalties."). And Defendant again points out that, in its opinion, Plaintiff had bona fide evidence of only one violation as hereinabove discussed, which was the failure to pay employees properly during a two-week period in December 2018.

While Plaintiff maintains that the PAGA claims have merit, in reaching the settlement, Plaintiff and her counsel took into account the strengths and weaknesses of each side's position, the risks thereof in pursuing such claims at trial, and the uncertainty of how the case might have concluded as litigation continued, at trial, and/or appeals. (Blue Decl., ¶¶ 7–10.)

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3. The Settlement Avoids Risky, Complex, and Lengthy Further Litigation

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

Prior to engaging in settlement discussions, both sides investigated the veracity, strength, and scope of the PAGA claims. (Blue Decl., ¶¶ 6–8.) Counsel for the Parties conducted substantial discovery and exchange of information. (*Id*.) Counsel for the Parties undertook significant investigation, exchanged documents and data relevant to Plaintiff's claims and defenses thereto, and also invested time reviewing and analyzing relevant documents and data to evaluate Plaintiff's claims, including, and not limited to, calculating the potential monetary recovery under PAGA. (*Id*.)

Had the case not settled, the Parties would have conducted extensive additional formal discovery, including additional written discovery as well as multiple additional depositions of party and percipient witnesses all over the State of California, to prepare the case for trial. Even if Defendant failed on its defenses, litigating complex PAGA actions is inherently expensive, and the litigation could continue beyond entry of judgment if either party were to appeal adverse rulings. Additionally, there is a bona fide possibility that Plaintiff could recover nothing, either for herself or on behalf of the State of California or other Aggrieved Individuals after years of costly and labor-intensive litigation. Avoiding these risks and the likelihood of future contentious litigation, which would involve significant costs, favors settlement.

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B. <u>The Proposed Attorneys' Fee Payment is Fair and Reasonable, and Should be Approved</u>

The Settlement provides for a Gross Settlement Amount of $125,000.00. (Brown Decl., Exh. A, ¶ 10.) The Settlement provides for attorneys' fees in an amount of $40,000.00, subject to approval and award by the Court. (*Id*., Exh. A, ¶ 38(a).)

The requested attorneys' fees award is commensurate with: (1) the risk that PAGA Counsel took in bringing and litigating this case, (2) the time, effort, and expense dedicated to this case, (3) the skill and determination that PAGA Counsel has shown, (4) the results that PAGA Counsel has achieved throughout the litigation, (5) the value that PAGA Counsel has achieved for Plaintiff, Aggrieved Individuals, and the State of California, and (6) the other cases that PAGA Counsel has turned down in order to devote time and effort to this matter. PAGA Counsel is entitled to recover reasonable attorneys' fees and costs as a matter of right under PAGA. *See* Cal. Lab. Code § 2699(g)(1) ("Any employee who prevails in any [PAGA] action shall be entitled to an award of reasonable attorney's fees and costs"). PAGA Counsel is also entitled to fees and costs under California Code of Civil Procedure section 1021.5, as the instant PAGA action is by definition "for the benefit" of others and secures monetary recovery for a large number of Aggrieved Individuals, as well as the State of California. *See Estrada v. FedEx Ground Package Sys. Inc.* (2007) 154 Cal.App 4th 1, 16-17 (recognizing that recovery obtained on behalf of 209 individuals 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). The settlement will also benefit the state labor agency in enforcing labor laws and educating "employers and employees about their rights and responsibilities under [the California Labor Code]." Cal. Lab. Code § 2699(i).

PAGA Counsel's application for attorneys' fees in light of the facts and circumstances surrounding the lawsuit are well within the range of reasonableness. In the past, courts have

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awarded fees as high as fifty percent (50%) of the settlement in complex actions, depending on the circumstances of the case. See *In re Ampicillin Antitrust Litig.* (D.D.C. 1981) 526 F.Supp. 494 (awarding attorneys' fees in the amount of 45% of the $7.3 million total settlement amount); *Beech Cinema, Inc. v. Twentieth-Century Fox Film Corp.* (S.D.N.Y. 1979) 480 F.Supp. 1195 (awarding approximately 53% of the settlement as attorneys' fees). California courts routinely approve attorneys' fees awards "average[ing] around one-third of the recovery." *Chavez v. Netflix, Inc.* (2008) 162 Cal.App.4th 43, 66 n. 11 (lower court found the range of contingency fees in marketplace to be 20 to 40 percent and determined such a percentage fee was appropriate); *see also Resendez v. Bridgestone Retail Operations, LLC,* Los Angeles County Superior Court, Case No. BC596892 (June 2016) (citing *Chavez,* 162 Cal.App.4th at 66, n.11) (approving a fee award of one-third of the settlement amount of $950,000, in a PAGA action, because it was "reasonable and consistent with fee awards in class action cases").

PAGA Counsel has litigated the case since it was commenced, with the real possibility of an unsuccessful outcome and no fee recovery of any kind. (Blue Decl., ¶¶ 7–10.) PAGA Counsel conducted discovery and exchanged data and documents with Defendant's counsel. (Blue Decl., ¶¶ 6, 20.) Other work performed by PAGA Counsel included, but was not limited to: meeting and conferring with Defendant's counsel regarding the pleadings, discovery, and settlement, among other issues; participating in case strategy and analysis; drafting, reviewing, and revising the pleadings; drafting a motion to compel further discovery responses; and preparing for and attending Plaintiff's deposition and settlement negotiations. (*Id.*)

In the present matter, PAGA Counsel has undertaken the risks and costs of litigation. (Blue Decl., ¶¶ 18–21.) PAGA Counsel is experienced in complex wage-and-hour litigation and used that experience to obtain a great result for Plaintiff, Aggrieved Individuals, and the State of California. (*Id.*, ¶¶ 15–17.) Considering the amount of fees requested, work performed, risks incurred, results obtained, and experience of PAGA Counsel in handling similar matters, the requested attorneys' fees are reasonable and should be awarded.

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C. Costs to be Reimbursed to PAGA Counsel are Fair and Reasonable, and Should be Approved

The Settlement provides for reimbursement of litigation costs and expenses to PAGA Counsel of up to $1,500. (Brown Decl., Exh. A, ¶ 38(a).) As set forth in the declaration of PAGA Counsel, Michael Blue, PAGA Counsel also seeks a reimbursement of reasonable litigation expenses in the amount of $1,500.00, which were all necessary and reasonable to the prosecution of this case and the results achieved. (Blue Decl., ¶¶ 18–22.) This amount was reasonable and necessary in the prosecution of this matter. (*Id.*) Accordingly, PAGA Counsel requests that the Court award litigation costs and expenses to PAGA Counsel in an amount of $1,500.

D. The Proposed Representative Release Payment to Plaintiff is Fair, Adequate, and Reasonable, and Should be Approved

The Settlement provides for a Representative Release Payment to be paid to the Action Representative, Plaintiff Amber Ruiz, in the amount of Seventy-One Thousand Dollars and Zero Cents ($71,000.00), payable in twenty-four equal monthly installments over the twenty-four months following the date that the Court enters a Judgment on its Order Approving the PAGA Settlement (the “Effective Date”), with the first payment due by the end of the month in which the Effective Date occurs. (Brown Decl., Exh. A, ¶ 38(b).) The purpose of such an award may be to incentivize aggrieved employees to step into the shoes of the state labor agency and undertake the responsibilities associated with initiating a lawsuit and serving in a representative capacity. *See Bell v. Farmers Ins. Exch.* (2004) 115 Cal.App.4th 715, 726 (“service payments” compensate named plaintiff “for [her] efforts in bringing the action”); *Clark v. Am. Residential Servs., LLC* (2009) 175 Cal.App.4th 785, 804 (“an incentive award is appropriate ‘if it is necessary to induce an individual to participate in the suit”‘).

In addition, Plaintiff has agreed to a broader release of claims than the release of claims

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that applies to Aggrieved Individuals. (Brown Decl., Exh. A, ¶¶ 44–46.) Indeed, Plaintiff has agreed to release her individual employment-related claims, including wage-and-hour claims and emotional distress damages, which are in addition to the wage-and-hour claims asserted on behalf of the Aggrieved Individuals. Accordingly, it is reasonable and just for Plaintiff to receive a Plaintiff's Release Payment in the amount of $71,000.00, in addition to her Individual PAGA Payment.

V. **CONCLUSION**

For all the foregoing reasons, it is respectfully requested that the Court approve the settlement of Plaintiff's PAGA and individual claims.

DATED: November 25, 2025

PAYNE & FEARS LLP

By: */s/ Jeffrey K. Brown*
JEFFREY K. BROWN

Attorneys for Defendant
MANLEY LABORATORIES, INC.

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PROOF OF SERVICE

Amber Ruiz v. Manley Laboratories, Inc.
San Bernardino Superior Court
Case No. CIVDS2018793

STATE OF CALIFORNIA, COUNTY OF ORANGE

At the time of service, I was over 18 years of age and not a party to this action. I am employed in the County of Orange, State of California. My business address is 4 Park Plaza, Suite 1100, Irvine, CA 92614.

On November 25, 2025, I served true copies of the following document(s) described as **NOTICE OF MOTION AND UNOPPOSED MOTION FOR APPROVAL OF PAGA AND INDIVIDUAL SETTLEMENT; MEMORANDUM OF POINTS AND AUTHORITIES** on the interested parties in this action as follows:

Michael Kol Blue, Esq. The Blue Law Group 10737 Laurel Street, Suite 210 Rancho Cucamonga, CA 91730 Email: intake@bluelawgroup.com michael.blue@bluelawgroup.com norma.garner@bluelawgroup.com ashley.vasquez@bluelawgroup.com	*Attorneys for Plaintiff Amber Ruiz*

BY E-MAIL OR ELECTRONIC TRANSMISSION: I caused a copy of the document(s) to be sent from e-mail address pfruth@paynefears.com to the persons at the e-mail addresses listed in the Service List.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on November 25, 2025, at Irvine, California.

/s/ Paige J. Fruth
Paige J. Fruth