

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

CIVIL MINUTES - GENERAL

Case No.: 8:20-cv-01606-SB-JDE

Date: 4/28/2021

Title: *Michael Real v. WiLine Networks Inc. et al*

Present: The Honorable **STANLEY BLUMENFELD, JR., U.S. District Judge**

Victor Cruz
Deputy Clerk

N/A
Court Reporter

Attorney(s) Present for Plaintiff(s):
None Appearing

Attorney(s) Present for Defendant(s):
None Appearing

**Proceedings: [In Chambers] ORDER RE: STIPULATION FOR ORDER
APPROVING SETTLEMENT (DKT. NO. 18)**

Before the Court is the parties' joint stipulation for order approving settlement. [Dkt. No. 18](#). This matter involves a claim for various California Labor Code violations brought pursuant to California Private Attorneys General Act. The stipulation explains:

the parties' agreement requires Defendant to pay a total of \$25,000, including \$5,000 directly to Plaintiff in exchange for a general release; \$17,500 in attorneys' fees and costs; and \$2,500 to be distributed to the Labor & Workforce Development Agency and aggrieved employees in equal shares

Id.

As the parties note, the Labor Code requires that "[t]he superior court shall review and approve any settlement of 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.” [Cal. Lab. Code](#) § 26999(1)(2).

Courts often “approve PAGA settlements only if (1) the statutory requirements set forth by PAGA have been satisfied, and (2) the settlement agreement is fair, reasonable, and adequate in view of PAGA’s public policy goals.” *Patel v. Nike Retail Servs., Inc.*, No. 14-CV-04781-RS, 2019 WL 2029061, at *2 (N.D. Cal. May 8, 2019). The brief stipulation does not allow meaningful analysis of these considerations. The parties are **ORDERED** to renew their request for settlement via a properly noticed motion, supported by a memorandum of points authorities and appropriate evidence. The motion should:

- Identify the relevant statutory requirements for a PAGA claim and settlement and address whether they have been satisfied¹;
- Articulate why the settlement is fair and reasonable in light of PAGA’s policy goals, *Patel*, 2019 WL 2029061, at *2 (N.D. Cal. May 8, 2019) (identifying the following factors as “relevant to evaluating the PAGA settlement: (1) the strength of the plaintiff’s case; (2) the risk, expense, complexity, and likely duration of further litigation; (3) the amount offered in settlement; (4) the extent of discovery completed and the stage of the proceedings; (5) the presence of government participation; and (6) the expertise and views of counsel”); and
- Provide support for the reasonableness of the requested fees, including detailed billing entries and counsels’ credentials and experience.

¹ Among any other requirements, the parties should address how the settlement—in which Plaintiff receives \$5,000, and \$2,500 is distributed to the Labor & Workforce Development Agency and aggrieved employees in equal shares—satisfies the requirements of California Labor Code § 2699(i). *See Cunningham v. Leslie’s Poolmart, Inc.*, No. CV 13–2122 CAS (CWx), 2013 WL 3233211, at *7 (C.D. Cal. Jun. 25, 2013) (“a PAGA plaintiff pursues civil penalties on behalf of the government and receives a twenty-five percent portion of the recovered penalty as a bounty”).

Finally, the Court invites the LWDA to file a response to the proposed settlement agreement. *See Echavez v. Abercrombie & Fitch Co.*, No. CV 11-09754-GAF, 2017 WL 3669607, at *3 (C.D. Cal. Mar. 23, 2017) (“the Court finds persuasive that LWDA was invited to file a response to the proposed settlement agreement in this case and elected not to file any objections or opposition thereto. The Court infers LWDA’s non-response is tantamount to its consent to the proposed settlement terms”). The parties are **ORDERED** to provide the LWDA with a copy of this Order by **May 4, 2021**.

IT IS SO ORDERED.