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12
13 **IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA**
14 **IN AND FOR THE COUNTY OF SAN MATEO**

15 LUIS CRUZ, individually, and on behalf
16 of all others similarly situated,

17 Plaintiff,

18 vs.

19 BI-RITE RESTAURANT SUPPLY CO.,
20 INC., and DOES 1 through 100, inclusive,

21 Defendants.

Case No. 20-CIV-04128

REPRESENTATIVE ACTION

**PLAINTIFF'S NOTICE OF MOTION AND
MOTION FOR APPROVAL OF PAGA
SETTLEMENT; MEMORANDUM OF
POINTS AND AUTHORITIES**

Date: July 30, 2021

Time: 9:00 a.m.

Dept.: 21

Judge: Honorable Robert D. Foiles

22 **NOTICE OF MOTION**

23 **TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD, NOTICE IS**
24 **HEREBY GIVEN** that, at 9:00 a.m. on July 30, 2021, or as soon thereafter as the matter may be
25 heard in Department 21 of the above-entitled Court, located at 400 County Center, Redwood City,
26 CA 94063, Representative Plaintiff Luis Cruz, on behalf of the Aggrieved Employees, will and
27 hereby does apply to this Court for an order granting approval of the parties' PAGA settlement
28 agreement.

This motion is based upon the accompanying memorandum of points and authorities, the

1 declaration of Scott Edward Cole, Esq. and exhibits thereto, the declaration of Representative
2 Plaintiff Luis Cruz, and such other oral argument and documentary evidence as may be presented
3 to the Court at the hearing of this motion.
4

5 Dated: June 29, 2021

SCOTT COLE & ASSOCIATES, APC

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7 By:


Laura Van Note, Esq
Attorneys for Representative Plaintiff, *et al.*
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MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

By and through this Motion, Plaintiff Luis Cruz (“Plaintiff”) seeks this Court’s approval pursuant to Labor Code § 2699(l) of the settlement of Private Attorneys General Act (“PAGA,” Labor Code § 2698, *et seq.*) with defendant BiRite Restaurant Supply Co., Inc. (hereinafter “BiRite” or “Defendant”). This is only a settlement of the PAGA claims for civil penalties, it is not a class settlement, and the Settlement does not release the individual claims of the members of the PAGA Collective other than Plaintiff.¹ Labor Code § 2699(g)(1); *Iskanian v. CLS Transportation* (2014) 59 Cal.4th 348, 381.

The proposed Settlement Agreement (“Settlement Agreement”) provides that Defendant will pay \$200,000 to resolve the Aggrieved Employees’ claims of Labor Code violations² based on the allegations in the operative complaint, including compensation to Plaintiff’s counsel for attorneys’ fees (\$66,660.00)³ and costs (\$8,536.14)⁴ pay for third-party settlement administration in an amount not to exceed (\$3,000)⁵, provide the PAGA representative with an enhancement award (\$5,000)⁶, and an estimated total of \$121,803.86 to be distributed 75% to the California Labor and Workplace Development Agency for resolution of the PAGA claims, and the remaining 25% of the Net Settlement Fund \$30,450.96⁷ to be distributed to the Settlement Group members as required by ZB. The non-reversionary Settlement Agreement encompasses all claims Plaintiff asserted in his operative Complaint on behalf of himself and a group of 84 current and former California employees of Defendant in the settlement group of “all current and former non-exempt

¹ Settlement Agreement attached as Exhibit A to Declaration of Scott Edward Cole, Esq. in Support of Motion for Approval of PAGA Settlement, (“Settlement Agreement”) ¶ 2.

² Settlement Agreement ¶ 6.1.

³ Settlement Agreement ¶ 6.2.

⁴ Scott Cole & Associates, APC Cost Journal attached as Exhibit B to Declaration of Scott Edward Cole, Esq. in Support of Motion for Approval of PAGA Settlement (“SCA Cost Journal”).

⁵ Simpluris Cost Estimate attached as Exhibit C to Declaration of Scott Edward Cole, Esq. in Support of Motion for Approval of PAGA Settlement (“Simpluris Cost Estimate”).

⁶ Settlement Agreement ¶ 6.3.

⁷ Settlement Agreement ¶ 6.5.1.

1 delivery drivers who worked in California during the period of July 9, 2019 through the date this
2 Court grants approval of the settlement.”⁸

3 Plaintiff’s Counsel has prosecuted this hotly contested litigation since it was filed in
4 September of 2020⁹, displayed zealous advocacy on behalf of the collective members, and
5 committed to pursue the action through trial and any necessary and likely appeals. In order to
6 compensate them for those efforts, the Settlement permits Plaintiff’s Counsel to request attorneys’
7 fees in the amount of \$66,660.00, an amount that is 33 1/3%¹⁰ of the common fund. This results
8 in a negative multiplier of 0.77, given Counsel’s adjusted lodestar of \$86,000.00¹¹. The Settlement
9 also allows Plaintiff’s Counsel to seek reimbursement of their actual and reasonable litigation costs
10 in addition to their fees, which currently total \$8,536.14.¹² It also provides for a representative
11 enhancement award of up to \$5,000¹³ for Plaintiff and reimbursement of settlement administration
12 fees. *Id.* Plaintiff’s Counsel has provided herewith a detailed explanation of the basis for their rates,
13 how they allocated work, and a task-based summary based on contemporaneous time-records in
14 order to aid the Court in performing the required analysis.

15 Plaintiff now respectfully requests that the Court approve the Settlement as fair, adequate
16 and reasonable, and approve the proposed awards for attorneys’ fees, representative enhancement
17 award and settlement administration costs, and enter judgment accordingly so that this complex
18 litigation can be resolved, judgment can be entered, and the settlement funds distributed to the
19 Settlement Group as expeditiously as possible.

20 21 **II. PROCEDURAL HISTORY AND SETTLEMENT NEGOTIATIONS**

22 On July 9, 2020, Plaintiff submitted to Defendant and the Labor Workforce and
23 Development Agency (“LWDA”) a notice of his intent to seek penalties pursuant to PAGA as
24

25 ⁸ Settlement Agreement ¶ D.

26 ⁹ Settlement Agreement ¶ A.

27 ¹⁰ Settlement Agreement ¶ 6.2.

28 ¹¹ Lodestar Report attached as Exhibit E to Declaration of Scott Edward Cole, Esq. in Support of Motion for
Approval of PAGA Settlement (“Lodestar Report”).

¹² SCA Cost Journal.

¹³ Settlement Agreement ¶ 6.3.

1 required by the statute.¹⁴ The LWDA did not provide any indication that it intended to investigate
2 Plaintiff's claims, so he added a cause of action under PAGA to the operative complaint in the San
3 Mateo Superior Court on September 24, 2020.¹⁵ The case is pending in the San Mateo Superior
4 Court before Judge Robert Foiles.¹⁶ Plaintiff served an initial set of written discovery on October
5 9, 2020.¹⁷ The parties agreed to a stipulated protective order to address the privacy interests of
6 aggrieved employees in their contact information, which was disclosed in discovery by
7 Defendant.¹⁸ The parties agreed to engage in mediation in an attempt to resolve the case before
8 engaging in costly and time-consuming discovery.¹⁹ The parties agreed to mediate the case with
9 Steve Pearl, and the mediation took place on April 23, 2021.²⁰ The parties continued negotiations
10 in the following months, culminating in the settlement agreement being executed and this request
11 for approval.²¹

12 Following the parties' agreement to engage in mediation, the parties engaged in further
13 informal discovery in order to prepare for this session, that included data for the 84 employees
14 who worked during the start of the applicable statutory period, as well as timekeeping data, route
15 schedules, and relevant policies of Defendant.²² Plaintiff compiled the data produced by
16 Defendant, and estimated damages on all claims for the entirety of the Settlement Period based on
17 the data provided during the informal exchange.²³ Plaintiff's counsel has obtained sufficient
18 discovery to evaluate the likelihood of success on the merits and assess the potential risks facing
19 Plaintiff.²⁴

20 On April 23, 2021, the parties attended an exhaustive full-day mediation session with Steve
21 Pearl, a highly respected mediator who specializes in wage and hour class action and PAGA

22 _____
23 ¹⁴ Declaration of Scott Edward Cole, Esq. in Support of Motion for Approval of PAGA Settlement ("Cole Decl.") ¶

24 2.

25 ¹⁵ *Id.*

26 ¹⁶ Cole Decl. ¶ 4.

27 ¹⁷ Cole Decl. ¶ 7.

28 ¹⁸ Cole Decl. ¶ 8.

¹⁹ Cole Decl. ¶ 9.

²⁰ Cole Decl. ¶ 10.

²¹ Cole Decl. ¶ 13.

²² Cole Decl. ¶ 11.

²³ *Id.*

²⁴ *Id.*

1 mediations.²⁵ Plaintiff submitted a mediation brief summarizing the evidence that counsel had
2 marshalled and synthesized, the state of the applicable law, and potential group-wide exposure.²⁶
3 Defendant submitted its own brief arguing that it would prevail on the merits against the individual
4 Plaintiff and any other aggrieved employees and that the claims would be unmanageable.²⁷ With
5 Mr. Pearl's assistance, the Parties agreed, subject to approval by this Court, to the Settlement
6 Agreement, which was ultimately memorialized and executed on June 9, 2021.²⁸

7 Plaintiff and his counsel are of the opinion that the Settlement Agreement is well within
8 the range of reasonableness and is in the best interest of the proposed Settlement Group in light of
9 all known facts and circumstances, including the risk of significant delay, defenses asserted by
10 Defendant, and potential appellate issues.

11 12 **III. TERMS OF THE PAGA SETTLEMENT**

13 The settlement agreement negotiated by the parties provides for defendant to pay a total of
14 \$200,000 as the total maximum settlement amount. From that total amount, after court-
15 approved deductions for attorneys' fees (one-third of the gross settlement fund, or \$66,660.00)
16 and costs incurred (\$8,536.14), the administrator payment (\$3,000), and the representative fee
17 (\$5,000), the net settlement amount estimated to be \$121,803.86. The PAGA payment shall be
18 distributed, per the settlement agreement as follows:

19 20 **A. PAGA CIVIL PENALTIES AMOUNT**

21 One-hundred percent (100%) of the Net Settlement Amount shall be designated as the
22 "PAGA Civil Penalties Amount." 75% of the PAGA Civil Penalties Amount shall be paid to the
23 LWDA as the LWDA's share of the PAGA Civil Penalties Amount and 25% shall be paid to the
24 Settlement Group Employees ("SGE") as the Settlement Group's share of the PAGA Civil
25 Penalties Amount.

26
27 ²⁵ Cole Decl. ¶ 10.

²⁶ Cole Decl. ¶ 12.

²⁷ *Id.*

28 ²⁸ Cole Decl. ¶ 13.

1 Within twenty-one (21) days of the Court entering an Order granting this motion,
2 Defendant will provide to the Administrator the contact information and weeks of employment
3 during the Settlement Period for each SGE. Within seven (7) days of the receipt of the Settlement
4 Group Data, the Settlement Administrator will: (i) run the names of all SGEs through the National
5 Change of Address database to determine any updated addresses; (ii) update the addresses of any
6 SGE for whom an updated address was found through the search; and (iii) provide Defendant with
7 the information required for disbursement of the settlement fund and wiring instructions. Within
8 seven (7) days of receiving the wiring instructions, Defendant will wire the disbursement amount
9 to the Settlement Administrator. Within seven (7) days of receiving the disbursement amount, the
10 Settlement Administrator will mail all required payments and the "Notice of Settlement" to the
11 SGEs. Any uncashed checks within 180 days from the date the Settlement Administrator mails it
12 will be paid to a *cy pres* recipient, Legal Aid at Work.

13 The allegedly aggrieved employees in the Settlement Group are defined as "all non-exempt
14 delivery drivers employed by Defendant in California at any time after July 9, 2019 through the
15 date the Court signs an Order granting approval of the settlement." The total number of allegedly
16 aggrieved employees is 84.

17 As to the Settlement Group members (the SGEs), the Settlement only releases:

18 **Release.** Upon the Effective Date, Plaintiff, on behalf of himself, the State of California,
19 and Aggrieved Employees shall fully release and forever discharge the claims alleged in the
20 Lawsuit arising during the PAGA Period for civil penalties under PAGA for any and all Labor
21 Code violations including all claims that were asserted or could have been asserted based on the
22 facts alleged in the operative Complaint in this case against Defendant and its past, present, and
23 future owners, parents, subsidiaries, and all of its current, former, and future officers, directors,
24 members, managers, employees, consultants, partners, shareholders, joint venturers, successors,
25 assigns, accountants, insurers, or legal representatives ("Released Parties"). Upon entry of the
26 order approving this Agreement and judgment entered thereon, Plaintiff and all Aggrieved
27 Employees will be forever barred from pursuing any and all of the Released Claims that arose
28

1 during the PAGA Period. In addition, Plaintiff (as to himself only) agrees to a Section 1542
2 waiver.²⁹

3 No individual claims of any SGEs are released, and the only claims released are PAGA
4 claims for civil penalties based on the facts alleged in the Complaint. The California Labor
5 Workforce Development Agency (“LWDA”) is being served with a copy of this motion and the
6 Settlement Agreement through the online process as required by Labor Code § 2699(l), and
7 therefore has notice of this PAGA settlement and motion.³⁰

8
9 **IV. THE PARTIES HAVE SETTLED PLAINTIFF’S PAGA CLAIM**

10 The only claims before this Court are the representative PAGA claims. The parties have
11 agreed to settle the representative claims in their entirety. The settlement is intended to fully and
12 finally resolve the PAGA claim asserted by Plaintiff on behalf of the Settlement Group of allegedly
13 aggrieved employees. This is only a settlement of PAGA claims for civil penalties and is not a
14 class settlement and does not release any individual claims of the Settlement Group. Attorneys’
15 fees equal to one-third of the settlement plus reasonable costs incurred, will be paid to Plaintiff’s
16 counsel as part of the settlement in accordance with Labor Code § 2699(g)(1) as set forth in the
17 Settlement Agreement. Plaintiff’s counsel seeks reimbursement of costs incurred of \$8,536.14.
18 There is also a payment for Administration capped at \$3,000 to Simpluris to administer the
19 settlement.

20
21 **V. THE PARTIES REQUEST APPROVAL OF THE PAGA SETTLEMENT**

22 Under PAGA, an aggrieved employee may bring a civil action personally and on behalf of
23 other current or former employees and the State of California to recover civil penalties for Labor
24 Code violations. *Iskanian v. CLS Transp. Los Angeles, LLC* (2014) 59 Cal.4th 348, 380. Seventy-
25 five percent of any PAGA penalties go to the LWDA, leaving the remaining twenty-five percent
26 for the employees. *Id.*; see also *ZB, supra* at 275. PAGA is intended to augment the limited

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28 ²⁹ Settlement Agreement ¶ 2.

³⁰ Cole Decl. ¶ 14.

1 enforcement capability of [LWDA] by empowering employees to enforce the Labor Code as
2 representatives of the Agency. *Id.* at p. 383. A judgment in a PAGA action binds all those who
3 would be bound by a judgment in an action brought by the government. *Id.* at 381.

4 A PAGA action need not meet the requirements of a class action lawsuit. *Arias v. Superior*
5 *Court* (2009) 46 Cal.4th 969, 975. A court does not, for example, have a fiduciary duty to protect
6 putative class members. Nonetheless, Labor Code § 2699(l), provides that [t]he superior court shall
7 review and approve any penalties sought as part of a proposed settlement agreement pursuant to
8 [PAGA]. The relief provided in a PAGA settlement must “be genuine and meaningful, consistent
9 with the underlying purpose of the statute to benefit the public.” *Villalobos v. Calandri Sunrise*
10 *Farm LP* (C.D. Cal., July 22, 2015, No. CV122615PSGJEMX) 2015 WL 12732709, at *13. The
11 settlement must be reasonable in light of the potential verdict value. See *O’Connor v. Uber*
12 *Technologies, Inc.* (N.D. Cal. 2016) 201 F.Supp.3d 1110, 1135. Courts will generally approve a
13 PAGA settlement upon a showing that the settlement terms are “fundamentally fair, adequate, and
14 reasonable” in light of PAGA’s policies and purposes. See *Jordan v. NCI Grp., Inc.*, (C.D. Cal.
15 Jan. 5, 2018, No. EDCV161701JVSSPX) 2018 WL 1409590, at *3 (finding that proposed
16 settlement of plaintiff’s PAGA claims was fair, adequate, and reasonable in light of the policies
17 and purposes of PAGA); *Flores v. Starwood Hotels & Resorts Worldwide, Inc.*, (C.D. Cal. 2017)
18 253 F.Supp.3d 1074, 1075 (same, and noting that the California Supreme Court, California
19 legislature, California Courts of Appeal, and LWDA have failed to provide any definitive standard
20 for PAGA settlement approval). A settlement may be substantially discounted, however, given
21 that courts often exercise their discretion to award PAGA penalties below the statutory maximum
22 even when a claim succeeds a trial. See *Viceral v. Mistras Group, Inc.* (N.D. Cal., Oct. 11, 2016,
23 No. 15-CV-02198-EMC) 2016 WL 5907869, at *8-9.

24 **A. THE PAGA PENALTIES TO BE PAID ARE FAIR, ADEQUATE AND**
25 **REASONABLE**

26 The parties believe that the \$200,000 settlement amount is fair, adequate and reasonable
27 and, therefore should be approved. This amount compares favorably to the estimated amount of
28 PAGA penalties which Plaintiff calculated to be the maximum amount recoverable for mediation.

1 Plaintiffs calculated that the maximum PAGA penalties that could have been awarded were
2 approximately \$292,900. However, this calculation assumes that the aggrieved employees could
3 stack the PAGA penalties for multiple violations in one pay period. Defendant had a strong
4 argument that PAGA only provides for one penalty per employee per pay period. Defendant also
5 argues Courts have broad discretion to deny or significantly reduce PAGA penalties, particularly
6 when the prescribed award would be “unjust, arbitrary and oppressive, or confiscatory. In addition,
7 in order to recover any PAGA penalties, Plaintiff would be required to prove at trial each of the
8 underlying Labor Code violations. See *Cardenas v. McLane Foodservice, Inc.*, 2011 U.S. Dist.
9 LEXIS 13126, *10 (C.D. Cal. 2011) (“Given the statutory language [of PAGA], a plaintiff cannot
10 recover on behalf of individuals whom the plaintiff has not proven suffered a violation of the Labor
11 Code by the defendant.”). Here, Plaintiff would need to prove as to each non-exempt employee
12 that he or she was not properly compensated. While Plaintiff is confident that he could prove
13 violations based on the testimony of aggrieved employees and Defendants own time keeping
14 records and policies, there are no records available recording rest breaks, and the time keeping
15 records show some compliant meal periods (although it is Plaintiff’s position the employees were
16 required to drive/work during these meal periods).

17 Defendant maintains that it did not engage in the alleged Labor Code violations, that
18 Plaintiff is not an aggrieved employee and that the group of employees identified are not aggrieved
19 employees. Defendant asserts that it maintains lawful policies and practices regarding pay for all
20 time worked, overtime pay, meal breaks, itemized wage statements and final pay.

21 Furthermore, Defendant contends that the claims asserted would be unmanageable due to
22 required individualized analyses regarding all of Plaintiff’s claims. As state and federal courts have
23 held, PAGA claims that required highly individualized analysis cannot be effectively managed and
24 therefore can be dismissed as unmanageable. See *Fenley v. Rite Aid Corp.* (Cal. Super. Ct. Santa
25 Clara County Sept. 17, 2015) Case No. 1-12-CV-229127, 2015 WL 8240387, at *2 (dismissing
26 PAGA claim for alleged wage and hour violations where Plaintiff failed to show how numerous
27 individualized issues could be managed at trial); *Amiri v. Cox Communications California, LLC*
28 (C.D. Cal. Sept. 27, 2017) 2017 WL 4400463 (granting motion to strike PAGA claims based on

1 lack of manageability); *Salazar v. McDonald's Corp.* (N.D.Cal. Jan. 5, 2017) 2017 WL 88999
2 (same); *Brown v. American Airlines, Inc.* (C.D. Cal. Oct. 5, 2015) 2015 WL 6735217, at *4
3 (granting motion to strike where claims required “too many individualized assessments to
4 determine PAGA violations concerning overtime pay”); *Bowers v. First Student, Inc.* (C.D. Cal
5 Apr. 23, 2015) 2015 WL 1862914, at *4 (granting motion to strike where a “multitude of
6 individualized assessments” for various underlying wage and hour violations rendered claim
7 unmanageable); *Bright v. 99 Cents Only Stores* (Cal. Super. Ct. L.A. County Dec. 7, 2011) 2011
8 WL 12913379 at *2 (granting motion to strike PAGA representative action due to
9 unmanageability).

10 Given Defendant’s potential defenses to the claimed Labor Code violations at issue, and
11 the risks and costs of continued litigation, Plaintiff and his counsel believe that the Settlement
12 Amount is fair, adequate and reasonable. The terms of the settlement were negotiated by
13 experienced counsel at arm’s length before a private mediator, Steve Pearl. The LWDA has been
14 provided with notice of this motion and the settlement, and the decision of the Agency to accept
15 the Settlement and not oppose this motion should be given considerable weight. This is not a
16 situation where the Court needs to be concerned about the rights of absent employees as in a class
17 action settlement, as this PAGA- only settlement does not release any individual claims of any of
18 the allegedly aggrieved employees other than Plaintiff’s, and the LWDA has received its
19 statutorily-required notice of the Settlement and is fully able to object to the Settlement if it so
20 chooses.

21 The Settlement amount being paid out here to the LWDA and the SGEs exceeds amounts
22 that have been approved by courts in other cases. For example, in *Franco v. Ruiz Food Products,*
23 *Inc.*, 2012 WL 5941801 (E.D. Cal. 2012), the court approved a total PAGA penalty amount of
24 \$10,000, with the \$2,500 employee portion divided between as many as 2,055 current and former
25 employees. In *Schiller v. David's Bridal, Inc.*, 2012 WL 217001 (E.D. Cal. 2012), the court also
26 approved a PAGA penalty amount of \$10,000, with the \$2,500 employee portion divided between
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1 as many as 3,326 individuals. Here, the parties have agreed to a Net Settlement amount of
2 121,803.86, of which 25%, or \$30,450.96 to be divided among the estimated 84 employees, at an
3 estimated average of \$362.51 per SGE.

4
5 **B. THE REMAINING SETTLEMENT TERMS SHOULD BE APPROVED**

6 Finally, the settlement requires that attorneys' fees, costs, and incentive payment be paid
7 from the common fund. This is appropriate, even in the non-class action context. "California has
8 long recognized, as an exception to the general American rule that parties bear the costs of their own
9 attorneys, the propriety of awarding an attorney fee to a party who has recovered or reserved
10 a monetary fund for the benefit of himself or herself and others. In awarding a fee from the fund or
11 from the other benefited parties, the trial court acts within its equitable power to prevent the
12 other parties' unjust enrichment." *Lafitte v. Robert Half Intern., Inc.* (2016) 1 Cal.5th 480, 561
13 (approving percentage of recovery method in wage and hour class action); *Fox v. Hale & Norcross*
14 *Silver Mtn. Co.* (1895) 108 Cal. 475, 476 (approving fee payment from common fund in early
15 derivative case).

16 A prevailing PAGA plaintiff is entitled to no more than his or her "reasonable [attorney]
17 fees." *Harrington v. Payroll Entertainment Services, Inc.* (2008) 160 Cal.App.4th 589,
18 594(emphasis in original); Labor Code § 2699(g)(1). Here Plaintiff's counsel seeks one-third of
19 the total settlement, the amount typical in the analogous class action context. *Lafitte, supra* at 488.
20 Plaintiff's counsel's lodestar as of the filing of the motion seeking Settlement Approval was
21 \$85,211.00, which would result in a negative multiplier of .78, an amount well within the bounds
22 of reasonableness in the analogous class action context. Indeed, in class actions, "[m]ultipliers can
23 range from 2 to 4 or even higher." *Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224,
24 255 (emphasis added).³¹

25
26 ³¹ In *Spann v. JC Penney Corporation* (N.D.Cal. Sept. 30, 2016) 307 F.R.D 508 at *14, the first published order
27 to cite to *Laffitte*, that court approved "a 3.07 multiplier, which is well within the range for reasonable multipliers."
28 See also *Vizcaino*, 290 F.3d at 1052–1054 (surveying multipliers in 23 class action suits and recognizing that
courts applied multipliers of 1.0 to 4.0 in 83% of surveyed cases); *Parkinson v. Hyundai Motor Am.* (C.D.Cal.2010)
796 F.Supp.2d 1160, 1170 (observing that "multipliers may range from 1.2 to 4 or even higher"); *Hopkins v. Stryker*

Plaintiff also seeks reimbursement of litigation costs incurred in the amount of \$8,536.14. The requested administration costs of \$3,000 are reasonable and should be approved. The incentive payment sought by Plaintiff here is \$5,000. Plaintiff spent a significant amount of time on this case, signed a general release of all claims, and now can be easily identified as a private attorney general plaintiff by future prospective employers with a simple google search. The amount sought here as an incentive award is modest in comparison with Class Representative Awards routinely granted in the analogous class action context. Plaintiff has submitted a declaration outlining the work he performed in prosecuting these claims on behalf of the state and the other aggrieved employees. The incentive award should be approved.

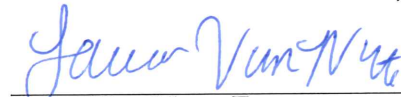
VI. CONCLUSION

Based on the foregoing, plaintiff respectfully requests that the court approve the settlement agreement and grant the instant motion.

Dated: June 29, 2021

SCOTT COLE & ASSOCIATES, APC

By:



Laura Van Note, Esq
Attorneys for Representative Plaintiff(s), *et al.*

Sales Corp., 2013 (N.D.Cal. 2013) 2013 WL 496358, *4 (“Multipliers of 1 to 4 are commonly found to be appropriate in complex class action cases.”).

PROOF OF SERVICE

I am over 18 years of age, not a party to the above-captioned action, and am employed by the law firm of Scott Cole & Associates, APC, 555 12th St., Suite 1725, Oakland, California 94607.

On this date, I served a copy of:

PLAINTIFF'S NOTICE OF MOTION AND MOTION FOR APPROVAL OF PAGA SETTLEMENT; MEMORANDUM OF POINTS AND AUTHORITIES

DECLARATION OF SCOTT EDWARD COLE, ESQ. IN SUPPORT OF PLAINTIFF'S MOTION FOR APPROVAL OF PAGA SETTLEMENT

DECLARATION OF LUIS CRUZ IN SUPPORT OF PLAINTIFF'S MOTION FOR APPROVAL OF PAGA SETTLEMENT

[PROPOSED] ORDER GRANTING PLAINTIFF'S MOTION FOR APPROVAL OF PAGA SETTLEMENT

	By depositing the document(s) with the U.S. Postal Service, with postage fully prepaid, addressed as indicated below, in the ordinary course of business.
	By facsimile transmission to the fax number(s) below, before 5:00 p.m. PST.
	By placing the document(s) in a sealed Federal Express envelope, affixing a pre-paid air bill and delivering it to a Federal Express agent.
	By personal delivery.
X	By e-mail transmission to the e-mail address(es) below.
	By electronic filing using the CM/ECF System which will send a Notice of Electronic Filing to the email address(es) listed in the Electronic Mail Notice List.
	By uploading the document(s) to the third-party document management/service company, court-approved for purposes of this litigation.
	By electronic submission to the Labor and Workforce Development Agency.

on the following person(s):

Amy P. Frenzen, Esq.
Stephanie Yang, Esq.
JACKSON LEWIS P.C.
50 California Street, 9th Floor
San Francisco, CA 94111
Email: amy.frenzen@jacksonlewis.com
Email: Stephanie.Yang@jacksonlewis.com

I declare under penalty of perjury under the laws of the United States and the State of California the foregoing is true and correct. Executed in Oakland, California on June 29, 2021.



Nicole Randle