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on behalf of himself and all other current and former
aggrieved California-based hourly non-exempt employees

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Attorneys for Defendants
CALIFORNIA SUN GROWER SERVICES COMPANY, LLC
and THE MORNING STAR COMPANY

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF MERCED**

ALEXIS RUIZ GONZALEZ, on behalf of
himself and all other current and former
aggrieved California-based hourly non-exempt
employees,

Plaintiff,

vs.

CALIFORNIA SUN GROWER SERVICES
COMPANY, LLC; THE MORNING STAR
COMPANY; and DOES 1 to 100, inclusive,

Defendants.

Case No.: 21CV-00190

PAGA ACTION

*[ASSIGNED FOR ALL PURPOSES TO THE
HON. BRIAN MCCABE, COURTROOM 8]*

**DECLARATION OF COURTNEY M.
MILLER IN SUPPORT OF JOINT
STIPULATION REQUESTING
APPROVAL OF INDIVIDUAL
SETTLEMENT PURSUANT TO THE
PRIVATE ATTORNEYS GENERAL ACT
OF 2004 ("PAGA")**

Action Filed: January 8, 2021

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1 proceed and conduct trials as well as proving and winning punitive damages. Mr. Lavi has been
2 named a Southern California Super Lawyer in the area of plaintiffs' employment litigation-class
3 action from 2011-2021. Mr. Lavi and I have settled numerous wage and hour class actions and we
4 are currently Plaintiff's counsel in numerous others. Some of the class actions that Mr. Lavi has
5 handled against employers on wage and hour issues and have been approved as class counsel
6 consisted of Kaiser Permanente which settled for \$6,510,000.00; Hustler Casino which settled for
7 \$980,000.00; Chevron Stations Inc., which settled for \$4,500,000.00; Commerce Casino which
8 settled for \$1,575,000.00; BP West Coast Products, which settled for \$4,000,000.00; Kaiser
9 Permanente which settled for \$3,600,000.00, Fuddruckers (as lead counsel) which settled for
10 \$900,000.00; Movado Retail Group, Inc. (as lead counsel) which settled for \$728,000.00, Chuck-E-
11 Cheese's (as lead counsel) which settled for \$1,900,000.00; Aero-Electric Connector, Inc. (as lead
12 counsel) which settled for \$1,500,000.00; Clougherty Packing, LLC (as lead counsel) which settled
13 for \$4,250,000.00; and Gruma Corporation (as lead counsel) which Defendant's petition to the
14 United States Supreme Court in the matter was denied and the matter settled for \$2,300,000.00.
15 There are numerous other class actions that Mr. Lavi and I have settled as well as pending ones. We
16 have been approved as class counsel by both federal and state Courts. Mr. Lavi, myself, and the
17 other attorneys at Lavi & Ebrahimian, LLP who are available to assist us in this case if needed are
18 fully capable of adequately and fairly representing Plaintiff in this matter. Lavi & Ebrahimian, LLP,
19 has been appointed Class Counsel in over fifty contested proceedings including the following:

- 20 a. *Ischak v. Kaiser Foundation Hospitals, Inc.*, Los Angeles Superior Court
21 Case No. BC343535;
- 22 b. *Santana v. El Pollo Loco, Inc.*, Los Angeles Superior Court Case No.
23 BC369846;
- 24 c. *Edlin, et al. v. Fuddruckers, Inc.*, United States District Court, Central
25 District of California, Case No. CV-07-3678-ABC;
- 26 d. *Chavez, et al. vs. CEC Entertainment, Inc. d/b/a Chukee-Cheeses*, Los
27 Angeles Superior Court Case No. BC380996;
- 28 e. *Bustamante, et al. v. Teamone Employment Specialists*, Los Angeles Superior
Court Case No. BC383266;

1 f. *Cervantes, et al. v. Kaiser Foundation Hospitals, Inc.*, Alameda Superior
2 Court Case No. RG 0265835;

3 g. *Seng Savang v. Club One Casino*; Fresno Superior Court Case No.
4 05CECG02189;

5 h. *Norman, et al. v. Movado Retail Group, Inc.*, United States District Court,
6 Central District of California, Case No. CV08-06691 SVW (PLA)

7 i. *Shand v. G.A.L.A., Inc. dba Giorgio Armani*, Los Angeles Superior Court
8 Case No. BC342588;

9 g. *Solis v. Plycraft Industries, Inc.*, Los Angeles Superior Court Case No.
10 BC374816;

11 h. *Campos v. HWB Carwash, Inc.*, Los Angeles Superior Court Case No.
12 BC378990;

13 i. *Acosta, et al. v. Texwood Industries*, United States District Court, Central
14 District of California, Case No. CV07-3237-DDP (PLAX);

15 h. *Arevalo v. Gruma Corporation*, Los Angeles Superior Court Case No.
16 BC410322;

17 j. *Burrola v. American Promotional Events*, Los Angeles Superior Court Case
18 No. BC412315;

19 k. *Cortez v. Trader Distribution Services*, Los Angeles Superior Court Case No.
20 BC397208;

21 l. *Cueva v. Allied Industries, Inc.*, Los Angeles Superior Court Case No.
22 BC399431;

23 m. *Del Toro v. Petco Animal Supplies, Inc.*, San Diego Superior Court Case No.
24 37-2009-00103626-CU-OE-CTL;

25 n. *Garcia v. Home Cooking, Inc.*, Los Angeles Superior Court Case No.
26 BC451148;

27 o. *Alcantar v. Amerimax Building Products, Inc.*, United States District Court,
28 Central District of California, Case No. CV 10-8916 DDP (CWx);

p. *Arancivias v. Clougherty Packaging, LLC dba Farmer John*, Los Angeles

1 Superior Court Case No. BC432406;

2 q. *Barajas v. Menzies Aviation, Inc.*, United States District Court, Central
3 District of California, Case No CV-10-02315-JEM;

4 r. *Barrera v. BHFC Operating, LLC dba Bottega Louie*, Los Angeles Superior
5 Court Case No. BC462603;

6 s. *Camacho v. American Textile Maintenance Co.*, Los Angeles Superior
7 Court Case No. BC452570;

8 t. *Cortes v. Monsanto Company*, Ventura Superior Court Case No. 56-2010-
9 00366952-CU-OE-VTA;

10 u. *Escobar v. Aero-Electric Connector, Inc.*, Los Angeles Superior Court Case
11 No. BC421009;

12 v. *Gomez v. Bacara Resort & Spa*, Santa Barbara Superior Court Case No.
13 1341987;

14 w. *Gonzalez v. Ashley Furniture Industries, Inc.*, Los Angeles Superior Court
15 Case No. BC425708

16 x. *Gonzalez v. Burrtec Waste Industries, Inc.*, Los Angeles Superior Court Case
17 No. BC436879;

18 y. *Gutierrez v. Visterra Credit Union*, Riverside Superior Court Case No.
19 RIC10020183;

20 z. *Hernandez v. Kruse & Son, Inc.*, Los Angeles Superior Court Case No.
21 BC411849;

22 aa. *Lopez v. Tecno Industrial Engineering*, Los Angeles Superior Court Case No.
23 BC411134;

24 bb. *Lowanga v. Continental Currency Services, Inc.*, Orange County Superior
25 Court Case No. 30-2011-0044011-CU-OE-CXC;

26 cc. *Aguilar v. PLS Financial Services, Inc.*, United States District Court, Central
27 District of California, Case No. CV 10-0415 ODW (FMOx)

28 dd. *Lozada v. Classic Party Rentals, Inc.*, Los Angeles Superior Court Case No.
BC443792;

1 ee. *Madrid v. OPI Products, Inc.*, Los Angeles Superior Court Case No.
2 BC451489;
3 ff. *Martinez v. J. Fletcher Creamer & Son, Inc.*, United States District Court
4 Case No. CV 10-0968-PSG-FMOX;
5 gg. *Martinez v. Administaff Companies II, L.P.*, Los Angeles Superior Court Case
6 No. BC425799;
7 hh. *Martinez v. Morgans Hotel Group Management, LLC*, Los Angeles Superior
8 Court Case No. BC446744;
9 jj. *Sanchez v. La Brea Bakery, Inc.*, Los Angeles Superior Court Case No.
10 BC456420;
11 ii. *Montenegro v. Ruggeri Marble and Granite, Inc.*, United States District
12 Court, Central District of California, Case No. CV-10-00711 JFW (PLAx);
13 kk. *Reed v. 99 Cents Only Stores*, Los Angeles Superior Court Case No.
14 BC436793;
15 ll. *Santos v. Noble Management Group-California, LLC*, United States District
16 Court, Central District of California, Case No. CV 10-2594 DSF (VBKx)
17 mm. *Taylor v. U.S. Healthworks Holding Company, Inc.*, Orange County Superior
18 Court Case No. 30-2011-00473505;
19 nn. *Valencia Diaz v. Gene Wheeler Farms, Inc.*, Los Angeles Superior Court
20 Case No. BC436235;
21 oo. *Zad-Behtooie v. Valley Village*, Los Angeles Superior Court Case No.
22 BC451490;
23 pp. *Bell v. Aidells Sausage Company, Inc.*, Alameda Superior Court Case No.
24 RG10523946;
25 qq. *Negrete v. Cenveo, Inc.*, United States District Court, Central District of
26 California, Case No. CV 11-09543 DSF (MRWx);
27 rr. *Bejar v. Exopack-Ontario, Inc.*, Orange County Superior Court Case No. 30-
28 2011-00518396-CU-OE-CXC;
ss. *Aguilar v. PLS Financial Services, Inc.*, United States District Court, Central

1 District of California, Case No. CV 10-0415 ODW (FMOx);

2 tt. *Sparks v. Larry Flynt dba Hustler Casino*, Los Angeles Superior Court Case
3 No. BC320172;

4 uu. *Morris v. Chevron Stations, Inc.*, Los Angeles Superior Court Case No.
5 BC361380;

6 vv. *Marino v. BP West Coast Products, LLC*, Los Angeles Superior Court Case
7 No. BC357987.

8 6. The attorneys at our law firm and I have performed substantial work and diligently
9 investigated and prosecuted this case to a successful conclusion. Plaintiff's Counsel believes this
10 settlement to be fair, reasonable, and adequate.

11 7. Based upon my experience and after factoring in the risks explained below, I believe
12 that the proposed settlement is fair and reasonable. As such and for the reasons set forth below, I
13 believe that the Parties' proposed PAGA Settlement should be approved.

14 PROCEDURAL AND FACTUAL HISTORY

15 8. On September 29, 2020, Plaintiff submitted a PAGA Claim Notice to the California
16 Labor and Workforce Development Agency ("LWDA") to notify the LWDA pursuant to the Private
17 Attorneys General Act of 2004, Labor Code sections 2698, *et seq.* ("PAGA") of Plaintiff's intent to
18 seek civil penalties under PAGA for violations of the Labor Code.

19 9. On November 25, 2020, Plaintiff submitted an Amended PAGA Claim Notice to the
20 LWDA to notify it, pursuant to PAGA, of Plaintiff's intent to seek additional civil penalties under
21 PAGA for failure to timely pay earned wages during employment in violation of Labor Code section
22 204.

23 10. On January 8, 2021, Plaintiff filed a representative PAGA complaint alleging a single
24 claim pursuant to PAGA for the following claims against Defendants: (1) failure to pay wages for
25 all hours worked at the legal minimum wage; (2) failure to pay overtime wages for overtime hours
26 worked; (3) failure to pay wages to hourly non-exempt employees to compensate them for workdays
27 Defendants failed to provide legally required and compliant meal periods and/or failure to pay meal
28 period premiums at employees' regular rate of pay; (4) failure to pay wages to hourly non-
exempt employees to compensate them for workdays that Defendants failed to provide legally

1 required and compliant rest periods and/or failure to pay rest period premiums at employees' regular
2 rate of pay; (5) failure to indemnify employees for losses and expenditures incurred as part of their
3 employment; (6) failure to timely pay earned wages during employment; (7) failure to provide
4 complete and accurate wage statements; and (8) failure to pay employees all wages due at time of
5 termination/resignation ("PAGA Action").

6 11. On or about August 4, 2021, Defendants filed a Demand for Arbitration with JAMS
7 of Plaintiff's individual wage and hour claims ("Individual JAMS Action").

8 12. On or about June 30, 2022, Defendants filed a Demand for Arbitration of Plaintiff's
9 individual PAGA claims ("PAGA JAMS Action"), which was filed separately from the Individual
10 JAMS Action.

11 13. On July 27, 2022, Defendants filed a Joint Stipulation to Consolidate the PAGA
12 JAMS Action and the Individual JAMS Action.

13 14. On August 22, 2022, JAMS informed the Parties that their request to consolidate the
14 PAGA JAMS Action with the Individual JAMS Action was granted.

15 15. On or about September 29, 2022, the Parties agreed to settle Plaintiff's individual
16 PAGA claims.

17 16. Thereafter, the Parties negotiated and finalized the terms of a settlement
18 memorialized in a long-form settlement agreement. A true and correct copy of the fully executed
19 settlement agreement ("Settlement Agreement") is attached hereto as **Exhibit 1**.

20 REASONABLENESS OF THE SETTLEMENT

21 17. In evaluating the reasonableness of the settlement in this case, our office thoroughly
22 evaluated the merits of Plaintiff's individual PAGA claims in this case and considered the nature
23 and purpose of PAGA as well as comparable PAGA settlements reached by our firm, and those
24 obtained by other firms.

25 18. Here, the penalties are appropriate in light of the underlying principles of PAGA,
26 *i.e.*, "to ensure that settlements involving penalties arising out of Labor Code Section 2699 do not
27 undercut the dual statutory purposes of punishment or deterrence, or result in unjust, arbitrary, and
28 oppressive, or confiscatory settlements." (See July 29, 2004 Letter by Senator Dunn to the President
Pro Tem of the Senate Re SB 1809). The settlement amount of \$500.00 would likely deter behavior

1 given it is an individual settlement for only six pay periods. The \$500 recovery is excellent because
2 assuming Plaintiff would have been able to prove that all violations after the first were “subsequent”
3 violations under California Labor Code section 2699(f), this \$500 settlement represents 44% of
4 Plaintiff’s maximum individual penalty for his six pay periods worked during the PAGA period. If,
5 as Defendants would argue, Plaintiff’s maximum recovery would be limited to \$100 per pay period
6 at most, Plaintiff’s maximum penalty would be \$600, and this \$500 settlement represents over 83%
7 of his maximum possible PAGA penalty recovery. Further, this settlement is not so large as to be
8 unjust, arbitrary, or oppressive. The proposed settlement provides a fair and reasonable monetary
9 recovery for the LWDA, should the Court so elect, and Plaintiff in the face of the hotly disputed
10 claims.

11 19. In advance of settlement, the Parties had engaged in significant discovery in both the
12 PAGA Action and the Individual JAMS Action.

13 20. The Parties concluded that there were benefits associated with settling Plaintiff’s
14 individual claims, and concluded, after taking into account the disputed factual and legal issues
15 involved in this litigation, the risks associated with further prosecution, the substantial benefits to
16 be received pursuant to the compromise and settlement of the individual PAGA penalty claims as
17 set forth in the Settlement Agreement, and that settlement on the terms set forth therein is in the best
18 interest of the Plaintiff, the LWDA, and Defendants, and is fair and reasonable.

19 21. Defendants deny any liability or wrongdoing of any kind associated with the claims
20 alleged in the action; Defendants further deny that this action is appropriate for PAGA representative
21 treatment; Defendants contend that they have complied at all times with the Labor Code, the related
22 California Wage Orders, and all other state wage laws, and further contend that this case is without
23 merit; Defendants have denied and continue to deny each and every material factual allegation and
24 alleged claim asserted against them in this case and deny that Plaintiff has been harmed based on
25 the allegations raised by Plaintiff.

26 22. The Parties’ settlement expressly carves out and is not intended to settle, the currently
27 pending PAGA claims in case no. 21CV-00190 of other allegedly aggrieved employees. By entering
28 into the Parties’ Settlement Agreement, Claimant expressly does not waive his position that he has
standing to pursue non-individual PAGA claims and/or representative claims, including but not

1 limited to those pending in the PAGA Action, case no. 21CV-00190. Respondents understand but
2 disagree with Claimant's position that he has standing to pursue any non-individual PAGA and/or
3 representative claims, including but not limited to those pending in the PAGA Action, case no.
4 21CV-00190. The Parties agree, however, that ultimately this determination will be decided by the
5 Courts.

6 23. The Parties have reached a settlement of Plaintiff's individual PAGA claims during
7 the PAGA period, which is from September 29, 2019, through the date of settlement.

8 24. Plaintiff worked approximately six (6) pay periods during the PAGA period.

9 25. Based on the foregoing, the maximum exposure for Plaintiff's PAGA claims,
10 assuming a violation could be proven every pay period. This amount was calculated based on the
11 PAGA penalty calculation formula - (initial violation penalty x 1 employee during the PAGA
12 period) + (subsequent violation penalty x [total number of pay periods during the PAGA period – 1
13 employees during the PAGA period]) as follows:

14 a. Unpaid Minimum and Overtime Wages

15 26. Plaintiff alleged that Defendants failed to compensate him for all hours worked due
16 to policies, practices, and/or procedures which included, but were not limited to: (1) calling Plaintiff
17 while he was off the clock to inform him that he had the following day off from work – without
18 paying him for such time; (2) requiring Plaintiff to call Defendants at the start of his shifts in order
19 to clock in and to wait approximately 10-15 minutes before being able to clock in – without paying
20 him for such time; (3) rounding down the hours worked by Plaintiff to the nearest quarter of an hour
21 to the benefit of Defendants – without paying him for such time; and (4) failing to include all
22 remuneration when calculating the overtime rate of pay for Plaintiff.

23 27. The maximum penalty for Plaintiff for minimum wage violations is as follows: (1
24 employee x \$100/initial violation = \$100) + ((6 pay periods – 1 employee = 5 subsequent violations)
25 x \$250/subsequent violation = \$1,250) = \$1,350. [Penalty amounts set by Labor Code § 1197.1,
26 subds. (a)(1)-(2)].

27 28. The maximum penalty for Plaintiff for overtime wage violations is as follows: (1
28 employee x \$50/initial violation = \$50) + ((6 pay periods – 1 employee = 5 subsequent violations)
x \$100/subsequent violation) = \$550. [Penalty amounts set by Labor Code § 558, subds. (a)(1)-(2)].

1 Therefore, minimum and overtime wage violations total \$1,900.

2 b. Meal Period Violations

3 29. Plaintiff also alleged that Defendants failed to authorize or permit all legally required
4 and compliant meal periods to Plaintiff, including, but not limited to: (1) failing to authorize or
5 permit Plaintiff to leave the premises during his meal periods; (2) failing to authorize or permit
6 Plaintiff a second uninterrupted duty-free meal period of no less than thirty (30) minutes for shifts
7 exceeding ten (10) hours.; and (3) failing to include all remuneration when calculating the regular
8 rate of pay for the purpose of paying meal period premiums to Plaintiff.

9 30. The maximum penalty for Plaintiff is as follows: (1 employee x \$100/initial violation
10 = \$100) + ((6 pay periods – 1 employee = 5 subsequent violations) x \$200/subsequent violation =
11 \$1,000) = \$1,100. [Penalty amounts set by Labor Code, § 2699, subd. (f)(2)].

12 c. Rest Period Violations

13 31. Plaintiff also alleged that Defendants failed to authorize or permit all legally required
14 and compliant rest periods to Plaintiff, including, but not limited to: (1) failing to authorize or permit
15 Plaintiff to leave the premises during his rest periods; (2) failing to authorize or permit Plaintiff a
16 third uninterrupted duty-free rest period of a net ten (10) minutes for shifts exceeding ten (10) hours;
17 and (3) failing to include all remuneration when calculating the regular rate of pay for the purpose
18 of paying rest period premiums to Plaintiff.

19 32. The maximum penalty for Plaintiff is as follows: (1 employees x \$100/initial
20 violation = \$100) + ((6 pay periods – 1 employee = 5 subsequent violations) x \$200/subsequent
21 violation = \$1,000) = \$1,100. [Penalty amounts set by Labor Code § 2699, subd. (f)(2)].

22 d. Reimbursement

23 33. The maximum penalty for Plaintiff is as follows: (1 employees x \$100/initial
24 violation = \$100) + ((6 pay periods – 1 employee = 5 subsequent violations) x \$200/subsequent
25 violation = \$1,000) = \$1,100. [Penalty amounts set by Labor Code § 2699, subd. (f)(2)].

26 e. Derivative Claim: Timely Payment of Wages During Employment

27 34. The maximum penalty for Plaintiff is as follows: (1 employees x \$100/initial
28 violation = \$100) + ((6 pay periods – 1 employee = 5 subsequent violations) x \$200/subsequent
violation = \$1,000) = \$1,100. [Penalty amounts set by Labor Code § 2699, subd. (f)(2)].

1 f. Derivative Claim: Wage Statements

2 35. The maximum penalty for Plaintiff is as follows: 1 employee x \$250/initial violation
3 = \$250. [Penalty amounts set by Labor Code, § 226.3].

4 g. Derivative Claim: Waiting Time Penalties:

5 36. The maximum penalty for Plaintiff is as follows: 1 employee x \$100/initial violation
6 = \$100. [Penalty amounts set by Labor Code § 2699, subd. (f)(2)].

7 37. As noted above, factual allegations overlap among Plaintiff's claims, such as with
8 the minimum wage and overtime claims, and Plaintiff has alleged three (3) claims as solely
9 derivative of the primary Labor Code violations alleged. However, since PAGA cases rarely, if ever,
10 settle for a significant fraction of multiple "stacked" PAGA penalties, but typically resolve for a
11 reasonable fraction of the unstacked PAGA exposure.

12 38. Defendants have compelling arguments in defense of Plaintiff's individual claims for
13 civil penalties pursuant to PAGA.

14 39. Defendants may argue that a significant factor in evaluating the value of a PAGA-
15 only case is that all PAGA awards are discretionary and subject to potentially significant reduction
16 by the Court. Defendants may argue that given good faith attempts to comply with the Labor Code
17 and their other defenses, this Court could exercise its discretion to substantially reduce any PAGA
18 penalties if it were to find Defendant liable for any of Plaintiff's claims. *Id.* See also, Labor Code
19 §§ 203, 2699(e)(2); *Thurman v. Bayshore Transit Mgmt., Inc.* (2012) 203 Cal.App.4th 1112, 1135
20 (affirming reduction of PAGA penalties for wage statement violations from \$2,800,000 to \$500,000,
21 because "the aggrieved employees suffered no injury" as a result of the violations, the defendants
22 "were not aware" their wage statements violated the law, and the defendants "took prompt steps to
23 correct all violations once notified."); *Fleming v. Covidien, Inc.* (C.D. Cal. Aug. 12, 2011, No.
24 (OPX)) 2011 WL 7563047, at *4 (reducing PAGA penalties from \$2.8 million to \$500,000).

25 40. Finally, Defendants could argue any potential exposure for PAGA penalties would
26 be limited. Defendants may argue that even if Plaintiff prevailed, the recoverable penalties under
27 PAGA are minimal. First, as mentioned above, courts to consider the issue have refused to "stack"
28 PAGA penalties. See *Carrington v. Starbucks Corporation* (Cal. Ct. App. Nov. 27, 2018) No.
D072392 (published Dec. 19, 2018) (approving PAGA penalty reduction to \$5 per pay period);

1 accord *Atempa v. Pedrazzani* (2018) 27 Cal.App.5th 809. Moreover, Defendant could argue that
2 Plaintiff is not entitled to recover PAGA penalties at the subsequent violation rate of \$200 per pay
3 period. California's appellate courts have held that "[u]ntil the employer has been notified that it is
4 violating a Labor Code provision (whether or not the commissioner or court chooses to impose
5 penalties), the employer cannot be presumed to be aware [of the violation]" and therefore, until a
6 Court or the Commissioner issues a finding of a violation, the initial \$100 violation rate applies for
7 each pay period in which the alleged violation occurred. *Amaral v. Cintas Corp. No. 2* (2008) 163
8 Cal.App.4th 1157, 1209; accord *Amalgamated Transit Union Local 1309 v. Laidlaw Transit*
9 *Service, Inc.* (S.D. Cal. Aug. 10, 2009) 2009 WL 2448430, at *9 ("[u]nder California law, courts
10 have held that employers are not subject to heightened penalties for subsequent violations unless
11 and until a court or commissioner notifies the employer that it is in violation of the Labor Code").

12 41. Thus, Defendants could argue that even if Plaintiff was able to establish any violation
13 of the Labor Code, the PAGA penalties assessed for these violations should be computed at the
14 lower rate than the maximum rate, and there would be the likelihood that a further reduction of the
15 penalty to \$5 per pay period as approved in *Carrington* would apply given Defendants' defenses as
16 discussed above. Therefore, Defendants could argue the more likely maximum value of the claims
17 would be closer to \$600 (\$100 initial penalty x 6 pay periods).

18 42. In light of the foregoing, Plaintiff's counsel took into consideration the defenses
19 raised and applied the appropriate discounts to arrive at a reasonable settlement amount.

20 43. In further support of the settlement's reasonableness, the scope of the release of the
21 individual PAGA settlement is necessarily strictly confined to those PAGA civil penalties asserted
22 in the action as to Plaintiff only, and *not* as to other allegedly aggrieved employees.

23 44. Moreover, the proposed settlement, provides a reasonable sum to Plaintiff. The
24 Settlement secured by Plaintiff here is greater than other PAGA penalty awards approved by
25 California state courts, which often range between \$7,500.00 and \$15,000 for PAGA claims
26 impacting hundreds or thousands of individuals, resulting in much lower PAGA penalty payments
27 on a per capita basis. See, e.g., *Penaloza v. PPG Industries Inc.*, Case No. BC471369, 2013 WL
28 2917624 at *2 (Super. Ct. L.A. County, May 20, 2013) (approving PAGA penalties of \$5,000 to
class of 667 members); *Cabrera v. Advantage Sale & Marketing, LLC*, Case No. BC485259, 2013

1 WL 1182822 (Super. Ct. L.A. County, March 12, 2013) (approving PAGA penalties of \$10,000 for
2 class of approximately 3,000 members).

3 45. Finally, public policy strongly favors the settlement of litigation. *Consumer*
4 *Advocacy Group v. Kintetsu Enterprises of America* (2006) 141 Cal.App.4th 46, 63. Because the
5 proposed settlement is neither unjust nor ignores the public interest, it should be approved.

6 46. Accordingly, the gross individual PAGA settlement amount of \$500 is highly
7 reasonable in light of the risks and uncertainties associated with the PAGA claims of Plaintiff in this
8 case. The settlement commits Defendants to pay a sum large enough to punish Defendant for alleged
9 violations and to deter such alleged conduct in the future. At the same time, in light of the alleged
10 violations and defenses thereto, it is not so large as to be unjust, oppressive or confiscatory. Based
11 upon the foregoing, the proposed settlement is fair, reasonable, and in the best interest of the state
12 of California and Plaintiff.

13 **SUBMISSION TO THE LWDA**

14 47. The settlement is concurrently being submitted to the LWDA in accordance with
15 Labor Code § 2699(l)(2). The proof of electronic submission is attached hereto as **Exhibit 2**.

16 I declare under penalty of perjury under the laws of the state of California that the foregoing
17 is true and correct this 17th day of January 2023, at Beverly Hills, California.

18
19 /s/ Courtney M. Miller
Courtney M. Miller, Esq.
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PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF MERCED

I am an employee in the County of Los Angeles, State of California. I am over the age of 18 and not a party to this action; my business address is 8889 West Olympic Boulevard, Suite 200, Beverly Hills, California 90211.

On January 17, 2023, I served the foregoing document described as **DECLARATION OF COURTNEY M. MILLER IN SUPPORT OF JOINT STIPULATION REQUESTING APPROVAL OF INDIVIDUAL SETTLEMENT PURSUANT TO THE PRIVATE ATTORNEYS GENERAL ACT OF 2004 ("PAGA")** on all interested parties in this action by placing a true copy thereof in a sealed envelope, addressed as follows:

Meagan Bainbridge, Esq.
Rachel E. Davey, Esq.
WEINTRAUB TOBIN CHEDIAK COLEMAN
GRODIN LAW CORPORATION
400 Capitol Mall, 11th Floor
Sacramento, CA 95814

Counsel for Defendants

☒ **(BY MAIL)** As follows:

I placed such envelope, with postage thereon prepaid, in the United States mail at Los Angeles, California. I am "readily familiar" with the firm's practice of collecting and processing correspondence for mailing. Under that practice, it would be deposited with the U.S. Postal Service on that same day, with postage thereon fully prepaid, at Los Angeles, California, in the ordinary course of business. I am aware that, on motion of the party served, service is presumed invalid if the postal cancellation or postage meter date is more than one day after the date of deposit for mailing in this affidavit.

☐ **(BY OVERNIGHT DELIVERY)** I caused such envelope to be delivered by overnight delivery to the office(s) of the addressee(s).

☐ **(BY PERSONAL SERVICE)** I caused such envelope to be delivered by hand to the offices of the addressee.

☒ **(STATE)** I declare, under penalty of perjury under the laws of the State of California, that the above is true and correct.

Executed on January 17, 2023, at Beverly Hills, California.

/s/ Rubi Martinez

Rubi Martinez