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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES – TORRANCE COURTHOUSE

JACOB BARRERA, JOSELITO WONG, individually, and on behalf of other aggrieved employees pursuant to the California Private Attorneys General Act;

Plaintiff,

vs.

ROBINSON HELICOPTER COMPANY, INC., a California corporation; and DOES 1 through 100, inclusive,

Defendants.

Case No.: 21TRCV00014

Honorable Gary Y. Tanaka
Department M

PLAINTIFF'S NOTICE OF MOTION AND UNOPPOSED MOTION FOR APPROVAL OF PRIVATE ATTORNEYS GENERAL ACT (CAL. LABOR CODE § 2698, *ET SEQ.*) SETTLEMENT AGREEMENT AND AWARD OF ATTORNEYS' FEES AND COSTS, GENERAL RELEASE FEE, AND SETTLEMENT ADMINISTRATION COSTS; MEMORANDUM OF POINTS AND AUTHORITIES

[Declaration of Plaintiff's Counsel (Vartan Madoyan); Declaration of Plaintiff (Jacob Barrera); and [Proposed] Order and Judgment filed concurrently herewith]

Reservation ID:	Specially Set by Court
Date:	November 10, 2025
Time:	8:30 a.m.
Department:	M
Complaint Filed:	January 7, 2021
Trial Date:	None Set

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PLEASE TAKE NOTICE that on November 10, 2025, at 8:30 a.m. or as soon thereafter as the matter may be heard before the Honorable Gary Y. Tanaka in Department M of the Superior Court of the State of California, for the County of Los Angeles, located at 825 Maple Ave, Torrance, California 90503 Plaintiff Jacob Barrera ("Plaintiff") will and hereby does move for entry of the following orders:

1. Granting approval, pursuant to California Labor Code section 2699(l)(2), of the settlement between Plaintiff and Defendant Robinson Helicopter Company, Inc., ("Defendant") of the claims brought pursuant to the Private Attorneys General Act of 2004 ("PAGA"), as set forth in the Private Attorneys General Act Settlement Agreement and Release ("Settlement" or "Agreement"), attached as "**EXHIBIT 1**" to the Declaration of Vartan Madoyan, including and not limited to, the plan of allocation and distribution of the Total Settlement Amount for payment of the LWDA Payment to the California Labor and Workforce Development Agency ("LWDA"), Individual Settlement Shares to the Aggrieved Employees, Attorneys' Fees and Costs to Plaintiff's Counsel, Settlement Administration Costs to the PAGA Settlement Administrator, and General Release Fee to Plaintiff;
2. Approving the Net Settlement Amount, estimated to be no less than $1,326,587.35 which will be distributed to the LWDA and the Aggrieved Employees, pursuant to California Labor Code section 2699(i), of which 75% will be paid to the LWDA ("LWDA Payment") and 25% will be paid to the Aggrieved Employees ("Employees' Portion");
3. Appointing Simpluris, Inc. ("Simpluris") as the PAGA Settlement Administrator, to handle the administration of the Settlement;
4. Directing Defendant to fund the Total Settlement Amount, and directing the PAGA Settlement Administrator to distribute payments in accordance with the Agreement;
5. Directing the mailing of Individual Settlement Share checks to the Aggrieved Employees along with the Cover Letter, which is substantially similar in content and form to that attached as "**EXHIBIT A**" to the [Proposed] Order and Judgment Granting Approval of Private Attorneys General Act (Cal. Labor Code § 2698, *Et Seq.*) Settlement Agreement and Award of Attorneys' Fees and Costs, General Release Fee, and Settlement Administration Costs ("[Proposed] Order and Judgement") filed concurrently herewith;

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6. Awarding $10,000.00 to Plaintiff Jacob Barrera as his General Release Fee;

7. Awarding up to $15,000.00 to the PAGA Settlement Administrator as Settlement Administration Costs; and

8. Awarding to Lawyers *for* Justice, PC ("Plaintiff's Counsel") the amount of $742,000.00 as compensation for reasonable attorneys' fees and the amount of $26,412.65 for reimbursement of litigation costs and expenses (together, "Attorneys' Fees and Costs"), pursuant to California Labor Code section 2699(g)(1).

Unless otherwise specified, all citations and references to the Private Attorneys General Act of 2004, California Labor Code sections 2698, *et seq.* are to the version of statute prior to the recent amendment effective July 1, 2024; the amended statute does not apply to the above-captioned action and the Settlement pursuant to California Labor Code section 2699(v)(1), as amended, because the above-captioned action was filed prior to June 19, 2024.

The Agreement and moving and supporting papers for this motion are being concurrently submitted to the California Labor and Workforce Development Agency in conformity with California Labor Code section 2699(l)(2).

This motion is made pursuant to California Labor Code section 2699(l)(2), which provides for review and approval by the Court of the settlement of a civil action filed pursuant to PAGA.

This motion will be based upon the following Memorandum of Points and Authorities, the Agreement, the Declarations of Plaintiff's Counsel (Vartan Madoyan) and Plaintiff Jacob Barrera in support thereof, as well as the pleadings and other records on file with the Court in this matter, and such evidence and oral argument as may be presented at the hearing on this motion.

Dated: October 17, 2025

LAWYERS *for* JUSTICE, PC

By: Vartan S. Madoyan

Vartan Madoyan
Attorneys for Plaintiff

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MEMORANDUM OF POINTS AND AUTHORITIES

I. SUMMARY OF MOTION

Plaintiff Jacob Barrera ("Plaintiff") seeks approval of the Private Attorneys General Act Settlement Agreement and Release ("Settlement" or "Agreement") entered into between Plaintiff, individually and on behalf of the State of California, and Defendant Robinson Helicopter Company, Inc., ("Defendant"), pursuant to Labor Code section 2699(l)(2).[1] Plaintiff and Defendant (the "Parties") have agreed to resolve this action brought pursuant to the Private Attorneys General Act of 2004, California Labor Code section 2698, *et seq*. ("PAGA"), for a Total Settlement Amount of $2,120,000.00.[2]

The Settlement is fair, adequate, and reasonable, as it represents a reasoned compromise of a disputed claim that has been reached through arm's-length negotiations, in light of the risks, complexity, and expense of further litigation, and the strengths of the PAGA claim. The Settlement meets the requirements for Court approval based upon the relevant fairness factors. The Court is respectfully requested to approve the Settlement in its entirety as detailed below.

The Agreement and moving and supporting papers for this motion are being concurrently submitted to the LWDA and Plaintiff now moves for an order granting approval of the Settlement, in conformity with California Labor Code section 2699(l)(2).[3]

II. FACTUAL BACKGROUND AND RELEVANT PROCEDURAL HISTORY

For a discussion of relevant procedural history and facts regarding this case, please see the Declaration of Vartan Madoyan at paragraphs 8 to 12.

III. SUMMARY OF THE SETTLEMENT TERMS

A. Scope of the Settlement

If the Court grants approval of the Settlement, Plaintiff and the State of California with respect to Aggrieved Employees[4] will release the Released Parties from the Released Claims[5].

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[1] The Agreement is attached as "**EXHIBIT 1**" to the Declaration of Vartan Madoyan.
[2] Agreement, § 3(a). The Total Settlement Amount may increase pursuant to Section 3(b) of the Agreement.
[3] The concurrently-filed Proof of Service confirms submission of the papers to the LWDA.
[4] Agreement, § 3(a)(1)-(5), and Madoyan Decl., ¶ 14. "PAGA Period" is defined as the period of October 28, 2019 to August 26, 2024. *Id*., § 3(a)(5).
[5] The definition of the "Released Claims" is set forth in the Agreement, § 8(a).

B. **Funding and Distribution of the Total Settlement Amount**

Under the terms of the Agreement, Defendant will pay a Total Settlement Amount of $2,120,000.00,[6] inclusive of: (1) Attorneys' Fees and Costs to Lawyers *for* Justice, PC ("Plaintiff's Counsel"), (2) General Release Fee to Plaintiff, (3) Settlement Administration Costs to the PAGA Settlement Administrator, and (4) Net Settlement Amount to the California Labor and Workforce Development Agency ("LWDA") and Aggrieved Employees. The Net Settlement Amount (currently estimated to be $1,326,587.35) will be the Total Settlement Amount less Court-approved Attorneys' Fees and Costs, Settlement Administration Costs, and General Release Fee.[7] The Net Settlement Amount will be distributed 75% (about $994,940.51) to the LWDA ("LWDA Payment") and 25% (about $331,646.84) ("Employees' Portion") to Aggrieved Employees on a *pro rata* basis.[8]

Within 30 calendar days of the Court's order granting approval, Defendant will pay the Total Settlement Amount to a qualified settlement account established by the PAGA Settlement Administrator.[9] No later than 15 calendar days after the Court's order granting approval, Defendant will provide the PAGA Settlement Administrator with the Aggrieved Employees List, containing the contact information and other information required to calculate payment for each Aggrieved Employee.[10]

No later than 14 calendar days after the PAGA Settlement Administrator receives the Aggrieved Employees List and Total Settlement Amount, it will calculate payments and mail the agreed-upon Cover Letter[11] and Individual Settlement Share[12] checks (together, the "PAGA Settlement Package(s)") to all Aggrieved Employees by first-class United States mail.[13] If a PAGA Settlement Package is returned as undeliverable within 30 calendar days of the initial mailing, the PAGA Settlement Administrator will

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[6] Agreement, § 3(a), Madoyan Decl., ¶ 15.
[7] Agreement, § 3(a)(4).
[8] Distribution will be pro rata based on their Compensable Pay Periods. Id, § 7(b).
[9] Agreement, § 7(a).
[10] *Id.*, § 7(c)(1).
[11] The Parties have prepared a simple Cover Letter for transmission to the Aggrieved Employees along with their Individual Settlement Share checks, substantially in the form attached as "**EXHIBIT A"** to the [Proposed] Order and Judgment and as "EXHIBIT A" to the Agreement. The Cover Letter informs the Aggrieved Employees about the Action and the Settlement.
[12] Each Aggrieved Employee's share of the Employees' Portion ("Individual Settlement Share"), will be calculated by the PAGA Settlement Administrator based on their Compensable Pay Periods. *Id*., § 7(b). The payments to Aggrieved Employees for their Individual Settlement Share are considered 100% penalties to be reported on IRS Form 1099, if required. *Id.*, §§ 3(b) & 7(b)(1).
[13] *Id.*, § 7(c)(3).

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promptly attempt to locate an alternate, updated address for the Aggrieved Employee at issue, by using a skip-trace search and shall attempt one (1) re-mailing of the PAGA Settlement Package.[14]

The Individual Settlement Share checks issued to Aggrieved Employees will remain valid for 90 calendar days and thereafter will be canceled.[15] Funds associated with canceled checks will be transmitted to the State Controller's Office Unclaimed Property Division in the name of the Aggrieved Employee(s) at issue and in the amount of his or her respective Individual Settlement Share(s).[16]

C. <u>Standards for Approval of PAGA Settlement</u>

PAGA allows an "aggrieved employee" to bring a civil action on behalf of the State of California to recover civil penalties that the LWDA could otherwise pursue on behalf of employees. Unnamed employees need not be given notice of the PAGA claim, nor do they have the ability to opt-out of the representative PAGA claim.[17] Before bringing a civil action under PAGA, an employee must comply with California Labor Code section 2699.3. *See* Cal. Lab. Code § 2699(a). Plaintiff has complied.

PAGA claims are not class actions but settlement of PAGA claims require court approval. *See* Cal. Lab. Code § 2699(l)(2). A court's review of a PAGA settlement involves consideration of unique factors that render the approval process distinct from and simpler than the two-step court approval process for a class action settlement. A court reviewing a PAGA settlement need only "ensur[e] that a negotiated resolution is fair to those affected." *Williams v. Superior Court* (2017) 3 Cal.5th 531, 549 (citing Cal. Lab. Code § 2699(l)(2)). Although California Labor Code section 2699(l) does not set forth the criteria on which a PAGA settlement is to be judged, courts have approved settlements of PAGA claims.[18]

In a PAGA case, the court's focus is not on monetary amounts recovered but instead whether the

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[14] Agreement, § 7(c)(3).
[15] *Id.*, § 7(c)(4).
[16] *Ibid.*
[17] *Robinson v. Southern Counties Oil Co.* (2020) 53 Cal.App.5th 476 (no opt-out permitted); *Williams v. Superior Court* (2017) 3 Cal.5th 531, 546-548 (no due process protection for absent employees because personal claims are not at stake); *Ochoa-Hernandez v. CJADERS Foods, Inc.* (N.D. Cal. Apr. 2, 2010), 2010 WL 1340777, at *5 (unnamed employees need not be given notice); *Arias v. Superior Court* (2009) 46 Cal.4th 969, 984-86 (same).
[18] Madoyan Decl., ¶ 9. *See, e.g., Resendez v. Bridgestone Retail Operations, LLC*, Los Angeles Superior Court, Case No. BC596892 (June 2016), *DCH Auto Wage and Hour Cases*, Los Angeles Superior Court, Case No. JCCP4833 (May 2017); *Garcia v. Gordon Trucking* (E.D. Cal. Oct. 31, 2012) 2012 WL 5364575, at *3; *Schiller v. David's Bridal, Inc.* (E.D. Cal. June 11, 2012) 2012 WL 2117001, at *14; *Chu v. Wells Fargo Invs., LLC* (N.D. Cal. Feb. 16, 2011) 2011 WL 672645, at *1; *Franco v. Ruiz Food Prods.* (E.D. Cal Nov. 27, 2012) 2012 WL 5941801, at *14; *Nordstrom Commissions Case* (2010) 186 Cal.App.4th 576, 589.

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settlement achieves PAGA's objectives. PAGA's purpose is "to incentivize private parties to recover civil penalties for the government that otherwise may not have been assessed and collected by overburdened state enforcement agencies." *Ochoa-Hernandez, supra,* 2010 WL 1340777, at *4 (citing *Arias, supra*, 46 Cal.4th at 986). PAGA penalties are, in part, to "be distributed to the [LWDA] for enforcement of labor laws . . . and for education of employers and employees about their rights and responsibilities under this code, to be continuously appropriated to supplement and not supplant the funding to the agency for those purposes." Cal. Lab. Code § 2699(j).

IV. THE SETTLEMENT IS FAIR AND SHOULD BE APPROVED

The Settlement resulted from hard-fought negotiations, fulfills PAGA's objectives, is fair, adequate, and reasonable, and meets all of the criteria for approval for the reasons discussed below.

A. The Factors Giving Rise to a Presumption of Fairness Exist

The Parties reached the Settlement after conducting extensive, arm's-length settlement negotiations with the aid of a neutral mediator, Hon. James Otero (Ret.)[19] A settlement that is "the product of extensive and hard-fought adversarial negotiations between the parties" is entitled to a presumption of fairness. *Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 245.

As discussed in the Declaration of Vartan Madoyan, the Settlement is presumptively fair because: (1) it is the product of adversarial non-collusive, and arm's-length negotiations with the aid of an independent mediator knowledgeable in complex labor and employment matters; (2) it was negotiated by counsel with significant experience in similar complex labor and employment matters; and (3) it occurred after counsel for the Parties engaged in significant investigation to evaluate the strength and potential value of the PAGA claim, and risks and expenses of litigating this claim through trial.[20]

The Parties agree that this matter is well-suited for settlement given the strengths and weaknesses of the PAGA claim and the facts and circumstances of the case.[21] Plaintiff's Counsel have extensive experience handling complex wage-and-hour litigation and used that experience to achieve a substantial settlement in this case.[22] Therefore, the Court should give considerable weight to the competency,

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[19] Madoyan Decl., ¶ 17.
[20] *Id.*., ¶¶ 2-6, 16-31.
[21] *Id.*, ¶ 31.
[22] *Id.*, ¶¶ 2-6.

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experience, and opinion of counsel and the involvement of a neutral mediator in assuring that the settlement is a product of arm's length bargaining.[23]

B. **<u>The Relative Strengths and Weaknesses of the PAGA Claim and the Range of Possible Outcomes Strongly Favor Approval of the Settlement</u>**

For a discussion of the relative strengths and weaknesses of the PAGA claim and the range of possible outcomes in the litigation, see the Declaration of Vartan Mandoyan at paragraphs 21-31.

C. **<u>The Settlement Avoids Risky, Complex, and Lengthy Further Litigation</u>**

Courts favor 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.

Prior to reaching the Settlement, the Parties investigated the veracity, strength, and scope of the PAGA claim and allegations, considered a large volume of information, documents, and data relevant to Plaintiff's claim and Defendant's defenses, and thoroughly evaluated the claim.[24] Plaintiff's Counsel performed other work as well, which is discussed in the Declaration of Vartan Madoyan.[25]

Had the case not settled, the Parties would have conducted extensive additional formal discovery, including propounding additional written discovery requests as well as multiple depositions of party and percipient witnesses all over the State of California, to prepare the case for trial. From the inception of this litigation, Defendant indicated it would aggressively litigate this case.[26] Even if Defendant failed on its defenses, litigating a complex PAGA action is inherently expensive, and the litigation could continue through appeals.[27] Additionally, there is a real possibility that Plaintiff could recover nothing 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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[23] *See Kirkorian v. Borelli* (N.D. Cal. 1988) 695 F.Supp. 446, 451 (opinion of experienced counsel is entitled to considerable weight); *Boyd v. Bechtel Corp.* (N.D. Cal. 1979) 485 F.Supp. 610, 616-17, 622 (same); *see also Satchell v. Fed. Express Corp.* (N.D. Cal. Apr. 13, 2007) 2007 WL 1114010, at *4 (stating that the "assistance of an experienced mediator in the settlement process confirms that the settlement is non-collusive").
[24] Madoyan Decl., ¶ 18.
[25] *Id.*., ¶ 19.
[26] *Id.*, ¶¶ 22-26.
[27] *Id.*, ¶¶ 19, 30-31, 37.

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D. The Settlement Is Fair, Adequate, and Reasonable

The Settlement provides significant benefits to the State of California and the Aggrieved Employees and falls well-within the range of acceptable settlements under the circumstances. "[T]he very essence of a settlement is compromise, 'a yielding of absolutes and an abandoning of highest hopes.'" *Officers for Justice 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 is a compromise of highly disputed claims. Plaintiff and his counsel recognize the expense and length of continued proceedings necessary to pursue the matter through trial and possible appeals.[28] Plaintiff and his counsel have also taken into account the uncertainty and risk of the outcome of further litigation, and the difficulties and delays inherent in such litigation.[29] Plaintiff and his counsel are also aware of the burdens of proof necessary to establish liability, both generally and in response to Defendant's defenses thereto, and the difficulties in establishing Defendant's liability.[30] Plaintiff and his counsel have also taken into account Defendant's agreement to enter into a settlement that confers significant relief upon the Aggrieved Employees and the State of California.[31]

Considering all of the facts in this case, Plaintiff and his counsel have determined that the Settlement represents a fair, adequate, and reasonable resolution of the PAGA claim, and that it is in the best interests of the Aggrieved Employees and the State of California.[32]

The result achieved in this case, and the monetary recovery provided by this settlement, are well-within the range of an acceptable settlement under the circumstances. Here, the value obtained for settlement of the PAGA claim is significant, and it will be distributed in accordance with and in fulfillment of the objectives of the PAGA statute.

E. The Experience and Views of Plaintiff's Counsel Favor Approval of the Settlement

Plaintiff's Counsel are highly experienced in complex representative and class action wage-and-

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[28] Madoyan Decl., ¶¶ 19, 30-31.
[29] Ibid.
[30] *Id.*, ¶¶ 21-29.
[31] *Id.*, ¶ 16.
[32] *Id.*, ¶ 37.

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hour litigation.[33] In Plaintiff's Counsel's view, the benefits conferred by the settlement are eminently fair and reasonable, and in the best interests of the State of California and the Aggrieved Employees in light of the substantial settlement sum and the risks and delays noted above.[34] Furthermore, courts have acknowledged that "the interests of plaintiff, counsel and other potentially aggrieved employees are largely aligned. All stand to gain from proving as convincingly as possible as many Labor Code violations as the evidence will sustain[.]" *Williams, supra,* 548 (citing Cal. Lab. Code § 2699(g)(1)(i)).

V. THE REQUESTED ATTORNEYS' FEES AWARD SHOULD BE APPROVED

A. A Fee Award of a Percentage of the Entire Fund Is Appropriate

The Settlement provides for attorneys' fees up to 35% of the Total Settlement Amount, which is $742,000.00 (assuming the Total Settlement Amount remains $2,120,000.00)[35], subject to Court approval.[36] The requested fees award is commensurate with: (1) the risk Plaintiff's Counsel took in bringing the case, (2) the time, effort, and expense dedicated to the case, (3) the skill and determination Plaintiff's Counsel has shown, (4) the results Plaintiff's Counsel has achieved, (5) the value Plaintiff's Counsel has achieved, and (6) other cases Plaintiff's Counsel has turned down to work on this matter.

Plaintiff's Counsel is entitled to recover reasonable attorneys' fees and costs as a matter of right under PAGA. *See* Cal. Lab. Code § 2699(g)(1). Plaintiff's 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 allegedly aggrieved employees, as well as the State of California.[37] The settlement will also provide funds to the state labor agency, to enhance enforcement of labor laws and education of "employers and employees about their rights and responsibilities under [the California Labor Code]." Cal. Lab. Code § 2699(i).

Courts may calculate and award attorneys' fees as a percentage of a monetary fund that has, by litigation, been preserved or recovered for the benefit of others. *Laffitte v. Robert Half Int'l, Inc.* (2016) 1 Cal.5th 480 at 486 & 506. Trial courts "retain the discretion to forgo a lodestar cross-check and [may]

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[33] Madoyan Decl., ¶¶ 2-6.
[34] *Id.*, ¶¶ 19, 30-31, 37.
[35] See note 2.
[36] *Id.*, § 3(a)(1).
[37] *See Estrada v. FedEx Ground Package Sys. Inc.* (2007) 154 Cal.App 4th 1, 16-17 (recovery on behalf of 209 individuals satisfies "significant benefit," "public interest" and "large class of persons" elements of section 1021.5).

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use other means to evaluate the reasonableness of a requested percentage fee." *Id*. (internal quotes omitted); *see also Wershba*, *supra*, 91 Cal.App. 4th at 253.

Courts award fees as an economic incentive for lawyers to pursue litigation that will enhance and facilitate access to the judicial system for meritorious claims, deter wrongdoing, and address multiple similar alleged wrongs that would not be economically feasible to pursue individually, such as here. *See* A. Conte, *Attorney Fee Awards* (2d ed. 1993) 104, at 6. The percentage method is particularly appropriate where a monetary settlement was achieved and "the benefit [recovered can be] easily quantified." *In re Bluetooth Headset Prods. Liab. Litig.* (9th Cir. 2011) 654 F.3d 935, 942. Where the settlement amount is a "certain easily calculable sum of money," courts may calculate fees as a reasonable percentage of the settlement. Weil and Brown, California Practice Guide, *Civil Procedure Before Trial*, Chapter 14, section 14:145; *Dunk v. Ford Motor Co.*(1996) 48 Cal. App. 4th 1794, 1808.

The percentage fee method is preferred in representative actions because "it better approximates the workings of the marketplace than the lodestar approach." *Lealao v. Beneficial Cal., Inc.* (2000) 82 Cal.App.4th 19, 49. California law provides that fee awards should be equivalent to fees freely negotiated in the marketplace and paid in comparable litigation. *See* id. at 47-50; *Laffitte*, *supra*, 1 Cal.5th 480 at 503. Fee awards that are too small will "chill the private enforcement essential to the vindication of many legal rights and obstruct the representative actions that often relieve the courts of the need to separately adjudicate numerous claims." *Id.* at 53. Therefore, fees in representative actions should approximate the probable terms of a contingent fee contract in comparable litigation. *Id.* at 48. "The ultimate goal . . . is the award of a 'reasonable' fee to compensate counsel for their efforts, irrespective of the method of calculation." *Consumer Privacy Cases* (2009) 175 Cal.App.4th 545, 557-58 (quoting *Apple Computer, Inc. v. Superior Court* (2005) 126 Cal.App.4th, 1253, 1270).

Plaintiff's Counsel's application for attorneys' fees in light of the facts and circumstances surrounding the case is well-within the range of reasonableness. Courts have awarded fees as high as 50% of the settlement in complex actions, depending on the circumstances of the case.[38]

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[38] *See In re Ampicillin Antitrust Litig.* (D.D.C. 1981) 526 F.Supp. 494 (awarding 45% in fees); *Beech Cinema, Inc. v. Twentieth-Century Fox Film Corp.* (S.D.N.Y. 1979) 480 F.Supp. 1195 (awarding 53% in 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 range of contingency fees up to 40% was appropriate).

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Plaintiff's Counsel has performed significant work in this matter with the very real possibility of an unsuccessful outcome and no recovery of any kind.[39] Plaintiff's Counsel has borne all of the risks and costs of litigation and will not receive any compensation until recovery is obtained.[40] Plaintiff's Counsel is experienced in complex wage-and-hour litigation and used that experience to obtain a significant settlement recovery.[41] Considering the amount of fees requested, work performed, risks incurred, results obtained, and experience of Plaintiff's Counsel in handling similar matters, the requested attorneys' fees are reasonable and should be awarded.

B. The Requested Fee Award is Reasonable Based on the Factors Considered in Determination of Fee Awards

In determining whether fee awards are reasonable, courts consider these factors, all of which support the requested fee award as discussed here: the time and labor required; the novelty and difficulty of the questions involved; the skill requisite to perform the legal services properly; the preclusion of other employment by the attorney due to the acceptance of the case; the customary fee; whether the fee is fixed or contingent; the time limitation imposed by the client or the circumstances; the amount involved and results obtained; the experience, reputation, and ability of the attorney; the undesirability of the case; the nature and length of the professional relationship with the client; and awards in similar cases. *Camden I Condominium Association, Inc. v. Dunkel* (11th Cir. 1991) 946 F.2d 768, 772.

1. Time & Labor

Plaintiff's Counsel has used its experience and skills in litigating complex wage-and-hour actions to bring this matter to a successful conclusion. Prior to commencing this lawsuit, Plaintiff's Counsel conducted a significant amount of investigation into the factual and legal issues, Defendant's business, and their operations and employment policies, practices, and procedures.[42] During the litigation, Plaintiff's Counsel interviewed and obtained information from Plaintiff, Defendant, and other sources, conducted legal research, reviewed and analyzed a large volume of documents and data, prepared for and participated in mediation and robust settlement discussions, evaluated the PAGA claim, and calculated

[39] Madoyan Decl., ¶¶ 18-19.
[40] *Id.*, ¶ 35.
[41] *Id.*, ¶¶ 2-6.
[42] Madoyan Decl., ¶¶ 18.

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the potential monetary recovery under PAGA.[43] Plaintiff's Counsel also met and conferred with Defendant's counsel regarding the pleadings, case management, discovery, arbitration, mediation, and settlement negotiations, among other issues.[44] Plaintiff's Counsel performed other work including, *inter alia*, case strategy and analysis; and engaging in extensive settlement negotiations.[45]

Plaintiff's Counsel dedicated the full extent of staffing and monetary resources necessary to prosecute the case with maximum efficiency and has actively litigated the case. The Attorney Task and Time Chart, which is attached as "**EXHIBIT 3**" to the accompanying Declaration of Vartan Madoyan, sets forth in detail the hours that Plaintiff's Counsel has spent performing tasks in this matter. Attorneys at Lawyers *for* Justice, PC have spent **472.80 hours** to obtain a recovery on behalf of Plaintiff, the Aggrieved Employees, and the State of California. These hours were required to bring the case to its successful conclusion. Thus, the requested fees award is fair, adequate, and reasonable.

2. The Skill Required to Perform Legal Services Properly

The skill required to properly litigate this case is evident not only in the results achieved, but in the steps necessary to reach the same. Defendant retained highly-respected counsel to represent its defenses. Plaintiff's Counsel's effort and skill were used to, among other things, investigate the allegations and gather facts, research the legal issues, analyze data, documents, and information obtained from Defendant, Plaintiff, and through other sources, to evaluate the PAGA claim and negotiate the settlement. Despite all obstacles that had to be overcome, Plaintiff's Counsel used their extensive experience and skill in handling complex wage-and-hour matters to advocate for and obtain a recovery now, with maximum efficiency, as opposed to the uncertainty of any future recovery.[46]

3. Whether the Fee Is Fixed or Contingent

Plaintiff's Counsel has provided representation on a contingency basis, has borne all of the risks and costs of litigation, and will not receive any compensation until recovery is obtained.[47] Plaintiff's Counsel have invested **472.80 hours** performing work in this matter. Plaintiff's Counsel is also

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[43] Madoyan Decl., ¶ 18.
[44] *Ibid*.
[45] *Ibid*.
[46] Madoyan Decl., ¶¶ 16-31.
[47] *Id*., ¶¶ 35.

requesting reimbursement of litigation costs and expenses of $26,412.65.[48] If Plaintiff's Counsel had not been successful, the time that they have devoted to litigating the case would have been for naught. Plaintiff's Counsel are well-experienced in complex wage-and-hour litigation and used that experience to obtain a significant settlement.[49] The skill and determination Plaintiff's Counsel has shown throughout the matter justifies the requested attorneys' fees and costs. Considering the amounts requested, work performed, and risks incurred, the requested fees and costs are reasonable and should be awarded.

4. The Amount Involved and the Results Achieved

The Settlement represents an excellent resolution given the uncertainty and risks of further litigation.[50] Had the case not settled, Defendant would continue to vigorously defend the case, would have challenged manageability and liability, and also sought a reduction in any PAGA penalties assessed. Defendant, however, faced risks too, including the risk of trial and the Court assessing civil penalties. Additionally, preparing for trial would have been expensive for all Parties. The settlement is preferred over continued litigation because such resolution saves time and money that would otherwise go to litigation, provides an immediate recovery, and avoids an uncertain result in the future and additional risk, expense, and delay.

The results achieved, in light of the difficulties inherent in similar cases and the specific difficulties faced in this case, are considerable. Plaintiff's Counsel obtained a settlement that provides for a Total Settlement Amount of $2,120,000.00, and an estimated Net Settlement Amount of approximately $1,326,587.35 for distribution to the Aggrieved Employees and the State of California.[51]

5. The Reputation and Ability of the Attorneys

Plaintiff's Counsel is a recognized class action and complex litigation law firm, and its attorneys employed their knowledge, skill, and experience to bring the case to a successful conclusion. Plaintiff's Counsel has years of wage-and-hour class action and complex litigation experience, has recovered millions of dollars on behalf of thousands of individuals in California, and has successfully handled numerous significant wage-and-hour class action and representative action cases.[52]

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[48] Madoyan Decl., ¶¶ 35 & Exh. 3.
[49] Madoyan Decl., ¶¶ 2-6.
[50] *Id*., ¶¶ 15, 18, 19, 31 & 37.
[51] Agreement, § 3(a).
[52] Madoyan Decl., ¶¶ 2-6.

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C. The Lodestar Methodology Also Justifies Approval of the Requested Fees.

While the percentage-of-the-benefit approach is endorsed as the better approximation of the workings of the marketplace than the lodestar approach, courts may also use the lodestar method to "cross-check" the results of the other.[53] The lodestar is calculated based on reasonable hours at reasonable prevailing hourly rates for the attorneys, and counsel is entitled to compensation for every hour reasonably spent on the matter. *Ketchum v. Moses* (2001) 24 Cal.4th 1122, 1131-33.

The reasonableness of hours is assessed by "the entire course of the litigation, including pretrial matters, settlement negotiations, discovery, litigation tactics, and the trial itself[.]" *Vo v. Las Virgenes Municipal Water Dist.* (2000) 79 Cal.App.4th 440, 447. As set forth above and also discussed in the Declaration of Vartan Madoyan, Plaintiff's Counsel performed significant work in this matter. The Attorney Task and Time Chart details the numerous tasks that Plaintiff's Counsel performed in this case, and the time required for completing those tasks.[54] The chart demonstrates that Lawyers *for* Justice, PC has spent a total of **472.80 hours** on this matter, which is reasonable.

Both California and federal courts recognize that attorneys should be compensated for providing representation on a contingency basis and for taking on the risks associated with said representation, and be provided with financial incentives to enforce important rights and protections like those at issue here. *See Ketchum*, *supra*, 24 Cal.4th at 1132-33. In awarding attorneys' fees, the aim is to mirror "the established practice in the private legal market of rewarding attorneys for taking the risk of nonpayment by paying them a premium over their normal hourly rates for winning contingency cases." *See id*.

Plaintiff's Counsel has been actively involved in the prosecution of this case and their work on this matter has precluded other employment. Here, Plaintiff's Counsel bore the risk that, despite all of their efforts and skills employed, there may be no recovery. Ultimately, Plaintiff's Counsel was successful in reaching a settlement of $2,120,000.00.[55]

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[53] *Laffitte*, *supra*, 1 Cal.5th at 505 (explaining that "[a] lodestar cross-check is simply a quantitative method for bringing a measure of the time spent by counsel into the trial court's reasonableness determination" and "the lodestar calculation . . . does not override the trial court's primary determination of the fee as a percentage" and "does not impose an absolute maximum or minimum on the potential fee award."); *see also, e.g., Vizcaino v. Microsoft Corp.*, (9th Cir. 2002) 290 F.3d 1043, 1050 ("[W]hile the primary basis of the fee award remains the percentage method, the lodestar may provide a useful perspective on the reasonableness of a given [] award.").

[54] Madoyan Decl., Exh. 4.

[55] *See* footnote 2.

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As set forth in the Declaration of Vartan Madoyan, the professional backgrounds and experience of Plaintiff's Counsel support a reasonable blended hourly rate of compensation of at least TBD per hour for services provided by Plaintiff's Counsel.[56] Lawyers *for* Justice, PC has been awarded attorneys' fees, compensating the firm at the rate of at least $850 for legal services performed, by courts of this state.[57] While the circumstance of every case is unique, the fact remains that the work performed and efforts undertaken by Plaintiff's Counsel in this matter justify the requested attorneys' fees award.

Applying the rate of $850 per hour to **472.80** hours worked by Plaintiffs' Counsel, would place a base lodestar value of $401,880.00 on the services provided by Plaintiff's Counsel. However, courts also typically apply a multiplier in consideration for risk, efficiency, and/or obtaining a substantial result, to enhance the lodestar for purpose of cross-check. *See Ketchum*, 24 Cal.4th at 1133-34 (holding that a risk multiplier may be applied to compensate contingency fee attorneys at a fair market rate). Such an enhancement "mirrors the established practice in the private legal market of rewarding attorneys for taking the risk of nonpayment by paying them a premium over their normal hourly rates for winning contingency cases." *Vizcaino*, 290 F.3d at 1051; *accord Ketchum*, *supra*, 24 Cal.4th 1122, 1132-34. A risk multiplier also serves to bring the financial incentives for enforcing important rights "into line with incentives [attorneys] have to undertake claims for which they are paid on a fee-for-services basis." *Ketchum*, 24 Cal.4th at 1132.[58]

The risks involved, skill required, complexity of the matter, and results obtained warrant upward enhancement of the lodestar.[59] In determining whether or not to enhance the lodestar, California courts

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[56] Madoyan Decl., ¶ 33.

[57] *Id.*

[58] Courts have approved fee awards with multipliers of 2 and even higher. *See, e.g., City of Oakland v. Oakland Raiders* (1988) 203 Cal.App.3d 78 (affirming a 2.34 multiplier without remand); *Wershba*, *supra*, 91 Cal.App.4th at 255 ("Multipliers can range from 2 to 4 or even higher."); *Sutter Health Uninsured Pricing Cases* (2009) 171 Cal.App.4th 495, 512 (applying a 2.52 multiplier on a lodestar cross-check); *Chavez v. Netflix, Inc.* (2008) 162 Cal.App.4th 43, 66 (applying a 2.5 multiplier in a consumer class action).

[59] Even when courts have opted to award fees in settlement fund cases based on time reasonably expended on the action, courts have generally applied a multiplier between 2 and 4. *Kerr v. Screen Extras Guild, Inc.* (9th Cir. 1975) 526 F.2d 67. Adjustment of the base lodestar figure to compute an award of attorneys' fees for a claim under the California Labor Code is appropriate. *Id.*, at 1135-36; *Serrano v. Priest* (1977) 20 Cal.3d 25, 48-49. Courts frequently apply multipliers to enhance the lodestar to reflect the risks involved, the complexity of the litigation, and the other relevant facts. *Vizcaino*, 290 F.3d at 1051; *Graham v. DaimlerChrysler Corp*. (2004) 34 Cal.4th 553, 579 ("One of the most common fee enhancers [...] is for contingency risk."). Such an enhancement "mirrors the established practice in the private legal market of rewarding attorneys for taking the risk of nonpayment by paying them a premium over their normal hourly rates for winning contingency cases." *Vizcaino*, 290 F.3d at 1051; *accord*

(Footnote continued)

take into account multiple factors, many of which were specifically addressed above in §§ VI.B-C, *infra*. See, *Cates v. Chiang* (2013) 213 Cal.App.4th 791, 822-23. Multiple factors warrant enhancement of the lodestar in this case, including the following: the time and labor required; the skill requisite to perform the legal services properly; the preclusion of other employment by the attorney due to the acceptance of the case; the contingent nature of the fee; the amount involved and results obtained; the experience, reputation, and ability of the attorney; and awards in similar cases. *Ketchum* at 1134. Therefore, a multiplier of 1.85 is reasonable and should be applied in this case.

The lodestar method as a cross-check to the percentage figure sought strongly supports the reasonableness of the requested attorneys' fees. Accordingly, Plaintiff respectfully requests that the Court approve and grant an attorneys' fees award in the amount of $742,000.00 to Plaintiff's Counsel, which is reasonable and justified on a percentage-basis, and also based on a lodestar cross-check.

VI. <u>REIMBURSEMENT OF PLAINTIFF'S COUNSEL LITIGATION COSTS AND EXPENSES SHOULD BE APPROVED</u>

The Settlement provides for reimbursement of litigation costs and expenses of up to $30,000.00. As set forth in the Declaration of Vartan Madoyan, Plaintiff's Counsel seeks reimbursement of $26,412.65 in litigation costs and expenses.[60] These expenses were reasonable and necessary in the prosecution of this matter and to obtain the Settlement, and is less than the maximum amount allocated under the Agreement.[61] The cost savings of $3,587.35 will be part of the Net Settlement Amount.[62] Thus, Plaintiff's Counsel requests reimbursement of litigation costs to Plaintiff's Counsel in the amount of $26,412.65.

VII. <u>THE SETTLEMENT ADMINISTRATION COSTS SHOULD BE APPROVED</u>

The Parties have agreed to retain, subject to Court approval, Simpluris, Inc. to handle the settlement administration. The fees and expenses of the PAGA Settlement Administrator are estimated not to exceed $15,000.00. These costs include, but are not limited to, expenses for preparing, printing,

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Ketchum, 24 Cal.4th at 1132-33. A risk multiplier also serves to bring the financial incentives for enforcing important rights "into line with incentives [attorneys] have to undertake claims for which they are paid on a fee-for-services basis." *Ketchum*, 24 Cal. 4th at 1132.

[60] Madoyan Decl., ¶ 35.

[61] Ibid.

[62] Ibid.

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and mailing the Cover Letter and Individual Settlement Shares checks to the PAGA Members (i.e., PAGA Settlement Packages); performing skip-trace searches; re-mailing the returned PAGA Settlement Packages; and handling inquiries from PAGA Members regarding the Settlement, among other things. Accordingly, the Court should grant approval of the Settlement Administration Costs in the amount of up to $15,000.00 to Simpluris, Inc., a necessary third-party for handling the settlement process.

VIII. THE GENERAL RELEASE FEE SHOULD BE APPROVED

The Settlement provides for a General Release Fee to Plaintiff in the amount of $10,000.00 for his broader individual waiver and release of claims, including a California Civil Code Section 1542 waiver (as set forth in Section 8(b) of the Agreement).[63] It is reasonable and just for Plaintiff to receive this payment. Plaintiff contributed considerable time and effort to the litigation of this case in order to enforce the California Labor Code on behalf of the State of California and for the benefit of Aggrieved Employees. Plaintiff discussed his employment with his counsel, gathered and produced relevant documents and information, and provided the facts and evidence necessary for the case.[64] Plaintiff also spent time reviewing Defendant's discovery requests and providing information and documents in response.[65] Plaintiff was available whenever his counsel needed him and tried to obtain and provide documents and information that would aid in the litigation of the PAGA claim.[66]

IX. CONCLUSION

Plaintiff respectfully requests that Court approves the Settlement, including the plan of allocation and distribution of the Total Settlement Amount.

Dated: October 17, 2025

LAWYERS *for* JUSTICE, PC

By: ______________________

Vartan Madoyan
Attorneys for Plaintiff

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[63] Agreement, §§ 3(a)(2) & 8(b). The PAGA statute recognizes that a plaintiff employee may pursue or recover other remedies and relief available to the plaintiff employee under state or federal law through an action under PAGA. See, Cal. Lab. Code § 2699(k)(1) (formerly Cal. Lab. Code § 2699(g)(1). As such, it is appropriate for Plaintiff to receive a payment for her broader individual release of claims.

[64] Madoyan Decl., ¶ 36; Declaration of Jacob Barrera ("Barrera Decl."), ¶¶ 3 & 4.

[65] Madoyan Decl., ¶ 36; Barrera Decl., ¶¶ 3 & 4.

[66] Madoyan Decl., ¶ 36; Barrera Decl., ¶¶ 3 & 4.

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