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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ORANGE-CIVIL COMPLEX CENTER**

ANAYELI GUTIERREZ, as an individual and
on behalf of other similarly situated
employees,

Plaintiff,

vs.

H MART BUENA PARK, LLC, a California
corporation, and DOES 1-50, inclusive,

Case No.: 30-2021-01183505-CU-OE-CXC

Assigned for all purposes to Honorable Judge
Randal J. Sherman, Dept. CX-105

**MEMORANDUM OF POINTS AND
AUTHORITIES IN SUPPORT OF
MOTION FOR ORDER APPROVING
SETTLEMENT UNDER CALIFORNIA
LABOR CODE SECTION 2699 ET SEQ.**

Hearing Date: November 4, 2022

Hearing Time: 10:00 a.m.

Department: CX105

Case filed: February 9, 2021

Trial date: TBD

Reservation ID: 73816419

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1 **I. INTRODUCTION**

2 Plaintiff Anayeli Gutierrez (“Plaintiff”) seeks an order from the Court approving the
3 PAGA Settlement between Plaintiff and H Mart Buena Park, LLC., (referred to herein as
4 “Defendants”). Plaintiff brought this action for violations of the California Labor Code, both as
5 an individual and in a representative capacity under the Private Attorney General Act (“PAGA”).

6 At the mediation, the parties were able to resolve all claims. Plaintiff and Defendant
7 entered into an agreement that settles all of Plaintiff’s outstanding claims, including a written
8 PAGA Settlement Agreement related to Plaintiff’s PAGA claim. Plaintiff and Defendant now
9 seek an Order from this Court approving the PAGA Settlement, as is required by California
10 Labor Code §2699(1)(2). (Declaration of Armond M. Jackson (“Jackson Decl.” ¶ 1, Ex. A,
11 Settlement Agreement.)

12 **II. BRIEF STATEMENT OF FACTS AND PROCEDURAL HISTORY**

13 **A. BACKGROUND**

14 Plaintiff worked for Defendant as a non-exempt employee. Defendant is a grocery store.
15 Plaintiff filed this Complaint on February 9, 2021. Through her February 9, 2021 Complaint,
16 Plaintiff alleged they and other similarly situated non-exempt employees in the state of
17 California were required to work through their meal and rest breaks (Cal. Lab Code § 512, 226.7
18 & Wage Order 5-2001), were not provided with accurate wage statements (Cal. Lab Code §
19 226(a), nor paid premium wages upon termination (Cal. Lab. Code § 203) and not paid all
20 minimum and overtime wages (Cal. Lab. Code §§ 510 and 1194). Plaintiff’s wage and hour
21 claims were brought on an individual and representative basis under PAGA pursuant to Cal. Lab.
22 Code § 2699 et seq.

23 Defendant denied that Plaintiff and the other similarly situated employees were provided
24 inaccurate wage statements or had to purchase business materials.

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1 **B. PAGA NOTICE**

2 On October 9, 2020, Plaintiff served via certified mail, return receipt requested, the
3 LWDA and the Defendants with notice of alleged wage and hour violations. (See Jackson Decl.
4 ¶ 18, Ex. E.)

5 **C. COMPLAINT AND AMENDED COMPLAINTS**

6 On February 9, 2021, Plaintiff filed a complaint for penalties, titled *Gutierrez v. H Mart*
7 *Buena Park, LLC.*, filed in Orange County Superior Court Case 30-2021-01183505-CU-OE-
8 CXC (“Lawsuit”), alleging the following claims for claim for failure to provide accurate wage
9 statements, failure to maintain records, claim for failure to pay for meal periods and rest periods,
10 claim for failure to pay for minimum wages and overtime wages, and claim for failure to pay
11 upon termination and unlawful business practices.

12 **D. SUBSTANTIAL DISCOVERY AND CASE ANALYSIS BY PLAINTIFF**

13 PAGA attaches penalties of at least \$100 for each aggrieved employee per pay period in
14 which a Labor Code violation exists. To be able to collect PAGA penalties, Plaintiff would have
15 to prevail on the merits of the underlying claims. Thus, these weaknesses would limit recovery
16 under PAGA. Moreover, the trial court has discretion in reducing civil penalty “amount based on
17 facts and circumstances of a particular case, to do otherwise, would result in an award that is
18 unjust, arbitrary or oppressive, or confiscatory.” Cal. Lab. Code Sec. 2699(e)(2). (*Id.*) In light of
19 the foregoing, and even factoring in the potential advantage for Plaintiff of not having to seek
20 certification of PAGA claims, the value of these claims are predicated on the discretion of the
21 Court and the likelihood of prevailing at trial.

22 Plaintiff’s counsel engaged in a detailed case analysis based on the discovery the parties
23 conducted. (Jackson Decl. ¶¶ 4-13.) Calculations were performed, as well as analysis of the
24 risks and rewards of continued litigation. (*Id.*) It was estimated that there are approximately
25 2,697 pay periods during the PAGA period. (*Id.*) Under these assumptions, for purposes of
26 negotiation, it was determined that there were approximately a total of 107 total aggrieved
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employees worked for Defendant during the relevant time period. After several rounds of negotiations, a settlement of \$75,000.00 was reached. (*Id.*)

E. SUBMISSION OF PAGA SETTLEMENT AGREEMENT AND MOTION TO LWDA

On August 2, 2022, Plaintiff submitted the PAGA Settlement Agreement, together with a copy of this motion and all concurrently filed associated documents to the Labor and Workforce Development Agency (“LWDA”). (Jackson Decl. ¶ 2, Ex. B.)

III. LEGAL STANDARD

The California Legislature enacted the Private Attorney General Act (“PAGA”) as a “[r]espon[se] to a shortage of State funds and staffing to enforce State labor laws.” *Caliber Bodyworks, Inc. v. Superior Court*, 134 Cal. App. 4th 365, 374 (2005). PAGA “allow[s] aggrieved employees, defined as any person who was employed by the alleged violator and against whom one or more of the alleged violations was committed, to bring a civil action to collect civil penalties for [California] Labor Code violations.” *Id.* at 374 (internal quotation marks omitted). An individual suing under PAGA “does so as [a] proxy or agent of the state’s labor law enforcement agencies.” *Arias v. Superior Court* (2009), 46 Cal. 4th 969, 986. In other words, “an aggrieved employees action under the PAGA functions as a substitute for an action brought by the government itself.” *Iskanian v. CLS Transp. Los Angeles, LLC* (2014), 59 Cal. 4th 348, 381. Consequently, PAGA allows an employee to recover “civil penalties on behalf of the state against his or her employer for [California] Labor Code violations.” *Id.* at 360 (emphasis added); see also *Villacres v. ABM Indus. Inc.* (2010), 189 Cal. App. 4th 562, 579 (“PAGA is limited to the recovery of civil penalties”).

When a plaintiff settles a PAGA claim, the court must review the settlement related to claim and the payment of penalties. Cal. Labor Code § 2699.3(b)(4). “PAGA settlements are subject to trial court review and approval, ensuring that any negotiated resolution is fair to those affected.” (*Williams v. Superior Court* (2017) 3 Cal.5th 531, 549 [citing Lab. Code, § 2699(l)(2)].) “A court has discretion to approve the settlement of PAGA claims if the settlement

would be ‘fair.’” (See *Nordstrom Commission Cases* (2010), 186 Cal. App. 4th 576, 581)

IV. ARGUMENT

A. PLAINTIFF’S PAGA ALLEGATIONS

1. Labor Code Violations

In this case, the core basis to support Plaintiff’s PAGA claims were based upon meal break, rest break, minimum wage and overtime wages for working off-the-clock. (Jackson Decl. 4-15.) After analyzing the discovery, it was estimated that there were approximately 117 aggrieved employees. (*Id.*) It was also estimated there were approximately 2,967 pay periods during the relevant time period. (*Id.*)

2. Meal Break Violations

Based upon the payroll records, it was determined that the maximum exposure amounted to \$79,515.60 based upon a 26.8% violation rate during 2,967 (2,967 * 26.8% (795 violations) pay periods during the relevant time period. (Jackson Decl. ¶ 7.) Based upon the risk assessment while incorporating the argument from Defendant that it had a policy or practice that a manager was allegedly available to break these employees during meal periods during each shift, a discount of 50% was applied equating to an exposure amount of \$39,757.80. (*Id.*)

3. Rest Break Violations

A conservative assumption while applying the same violation rate for meal breaks would also amount to \$29,700 based upon a 10% violation rate during 2,967 (2,967 * 10% (297 violations) pay periods during the relevant time period. For rest breaks, a 50% discount rate was applied amounting to \$14,850. (Jackson Decl. ¶ 8.)

4. Overtime Wage Violations

Overtime wage violations were based upon the allegation that the aggrieved employees were subjected to a policy of pre-shift checks and post-shift work activities off-the-clock.. Assuming a 100% violation rate based upon 2,967 pay periods amounted to \$296,700 in penalty exposure. Again, given there is no substantative records to support these violations, a 75% discount rate was applied amounting to \$67,425. (Jackson Decl. ¶ 9)

1 **5. Minimum Wage Violations**

2 Minimum wage violations were based upon the allegation that the aggrieved employees
3 were subjected to a policy of pre-shift checks and post-shift work activities off-the-clock.
4 Assuming a 100% violation rate based upon 2,967 pay periods amounted to \$296,700 in penalty
5 exposure. Given there is no substantive records to support these violations, a 75% discount rate
6 was applied amounting to \$67,425. (Jackson Decl. ¶ 10.)

7 **6. Wage Statements**

8 This wage statement claim is based upon Defendants failing to provide include complete
9 and accurate information on wage statements including total hours worked, total wages earned,
10 and applicable hourly rate. The exposure under Labor Code 226(a) would amount to \$296,700 in
11 penalty exposure. Given that the wage statement claims were based upon either a 26.8%
12 violation rate for premium wages for meal breaks or violations that are not necessarily reported
13 by normal payroll records, a 65% discount was applied amounting to \$103,845. (Jackson Decl. ¶
14 11.)

15 **7. 203 Penalty Violations**

16 This penalty claim is based upon purported premium wage violations, minimum wage or
17 overtime violations. It was estimated that 24 employees were terminated, laid off, or resigned
18 whom were subjected to Labor Code violations. Each employee would presumably be entitled to
19 \$4,320 equating to \$103,680 in penalties. (Jackson Decl. ¶ 12.)

20 **B. THE SETTLEMENT ACHIEVES THE PAGA’S PURPOSE**

21 The purpose of PAGA is “to incentivize private parties to recover civil penalties for the
22 government that otherwise may not have been accessed and collected by overburdened state
23 enforcement agencies.” (See *Ochoa-Hernandez v. CJADERS Foods, Inc.* (N.D. Cal. Apr. 2,
24 2010) 2010 WL 1340777 at *4 (citing *Arias, supra*, 46 Cal.4th at 986.) Moreover, PAGA was
25 enacted “to achieve maximum compliance with stat labor laws’ and “to ensure an effective
26 disincentive for employers to engage in unlawful and anticompetitive business practices.” 2003
27 Cal. Legis. Serv. H. 906 section 1(a).

Consistent with the purpose of PAGA, the following factors in determining whether to approve the settlement should be applied;

- (1) The extent to which the settlement achieves compliance with state labor laws;
- (2) The extent to which the settlement deters violations of the state labor laws;
- (3) Whether the settlement serves to enlist private citizens in public enforcement of PAGA;
- (4) Whether the settlement is otherwise “just” and “in the public interest.”

Because this proposed settlement reasonably and fairly advances each of the above factors, the parties request approval.

1. Factors (1) and (2) Settlement Achieves Compliance with State Labor Laws and Deters Further Violations

As discussed above, several Labor Code violations were discovered. Defendant is paying attorneys, the State and aggrieved employees for these Labor Code violations. This litigation incentivized Defendant to ensure full compliance with the state Labor Code deterring further similar violations thereby achieving this purpose of PAGA. This litigation requires Defendant to ensure compliance with pre-shift and post-shift procedures and premium wage payments.

2. Factor (3) This Settlement Serves to Enlist Private Citizens in Public Enforcement of PAGA

Plaintiff also believe the proposed settlement acts to encourage private enforcement of PAGA. Through the settlement, Plaintiff’s counsel will receive attorneys’ fees and costs as determined by the Court, and all aggrieved employees will receive 25% share of the net settlement amount, as well as notice of the claim.

3. Factor (4) This Settlement is Just and in the Public Interest

Lastly, the proposed settlement is both just and in the public’s interest.

First, the settlement reasonably values the Labor Code violation as to Defendants. While Plaintiff believes the claims are meritorious, Defendant disputes any and all liability with respect to the alleged violations. Despite this dispute, Defendant has agreed to pay 18.8% of the

1 maximum expected liability exposure with discounts (\$75,000.00/\$396,982.80). Here, Plaintiff's
2 total evaluation for penalties pursuant to the California Private Attorney General Act amounted
3 to approximately \$398,035.92 of expected reasonable exposure. After several rounds of
4 negotiations, a settlement of \$75,000.00 was reached to resolve PAGA claims. If the Court
5 grants Plaintiff's motion for attorneys' fees, costs, the State and the aggrieved employees will
6 share approximately \$6,489.55 which is a reasonable sum given the narrow release and extent of
7 Labor Code violations and further risk factors given the uncertainty of liability.

8 Second, the settlement seeks penalties only and release is narrowly tethered to the alleged
9 Labor Code violations.

10 Third, the settlement shall, even with deductions, provides a reasonable sum to the State:
11 \$19,468.65. It also provides a reasonable sum to each employee on a pro-rata basis. Given the
12 purpose of PAGA is not to compensate employees, whom still retain any private rights of action
13 they may have had under the applicable Labor Code provisions, this sum provided to the
14 aggrieved employees is reasonable. Moreover, the settlement will also provide notice that
15 describes the litigation and settlement sum. Plaintiff contends this notice will educate the
16 aggrieved employees as to the requirement of the Labor Code, which is in the public interest
17 intended to achieve the purpose of PAGA. (See Labor Code section 2699(j) (stating that civil
18 penalties recovered under PAGA shall be distributed to the LWDA for [among other things'
19 "education of employers and employees about their legal rights and responsibilities under this
20 code."])

21 Lastly, public policy strongly favors the settlement of litigation. (*Consumer Advocacy*
22 *Group, Inc. v. Kinetsu Enterprises of America*, (2006) 141 Cal.App.4th, 46, 63.) This settlement
23 is not unjust or ignores the public interest, thus it should be approved.

24 **C. SETTLEMENT DISTRIBUTION UNDER PAGA**

25 The PAGA Settlement Agreement provides for a gross settlement of all PAGA penalties
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1 in the amount of \$75,000.00. (Jackson Decl. ¶ 1, Ex. A.) This settlement amount covers civil
2 penalties (to be shared between the LWDA and aggrieved employees), as well as attorneys' fees,
3 litigation costs, and settlement administration costs. (*Id.*)

4 Pursuant to the agreement, the settlement amount will be distributed as follows: 1)
5 Thirty-Three and one-third percent, equaling \$24,997.50 will be apportioned to attorney's fees to
6 Plaintiff's counsel to procure the PAGA penalties; 2) Litigation costs in the amount of
7 \$11,544.30.00); 3) Settlement Administration costs not to exceed \$7,500.00; 4) A PAGA
8 Enhancement Payment of \$5,000.00 will be awarded to Plaintiff; 5) of the remaining \$25,958.20,
9 Seventy-Five percent, equaling \$19,468.65 will be apportioned to the California Workforce
10 Development Agency; and 6) the remaining Twenty-Five percent, equaling \$6,489.55, will be
11 distributed to the PAGA group. (Jackson Decl. ¶ 1, Ex. A.) The amount to be distributed to the
12 PAGA group will be paid on a pro-rata basis by multiplying the net settlement amount by the
13 ratio of (i) the number of pay periods worked by the Aggrieved Employee during the Release
14 period to (ii) the total number of pay periods worked by all Aggrieved Employees during the
release period. (Jackson Decl. ¶ 1, Ex. A.)

15 **D. ATTORNEY'S FEES AND COSTS UNDER PAGA SETTLEMENT AGREEMENT**

16 The Labor Code permits a Plaintiff to seek attorney's fees and costs for actions arising
17 under PAGA. (Cal. Lab. Code §2699, subd. (g)(1))

18 **1. Lodestar**

19 "Courts recognize two methods of calculating attorney fees in civil class action; the
20 lodestar/multiplier method and the percentage of recovery method." (*Wershba v. Apple*
21 *Computer, Inc.* 91 Cal. App. 4th 224, 254 (2001).) "[T]he lodestar is calculated by multiplying
22 the reasonable hours expended by a reasonable hourly rate. The court may then enhance the
23 lodestar with a multiplier, if appropriate." (*Id.*) "The lodestar multiplier can range from 2 to 4 or
24 even higher." (*Id.* at 255.)

25 In calculating attorney's fees under the Labor Code, the court should follow the lodestar
26 approach adopted by the California Supreme Court in *Ketchum v. Moses* (2001) 24 Cal. 4th 1122,
27 1134. See also *Chavez v. City of Los Angeles* (2010) 47 Cal. 4th 970, 985. The "lodestar" method
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is clearly defined in recent case law. It involves a five-step process. *In Re: Vitamin Cases* (2003) 110 Cal. App. 4th 1041, 1052. To determine the “lodestar number” – steps one through three of the process – the court multiplies the number of hours reasonably worked by a reasonable hourly rate. (*Id.*) Step four requires the Court to determine what, if any, multiplier should be applied to the lodestar number. Step five determines the amount of the attorney fee award by applying the multiplier to the lodestar number. (*Id.*)

For the Court’s ease of reference, the following chart summarizes the attorney’s fees
PAGA Counsel seeks:

Item Description	Amount
Reasonable attorney’s fees incurred in procuring the underlying award applying the Lodestar method for calculating attorney’s fees in Labor Code cases (57.11 hours)	\$31,366.95 *no multiplier
TOTAL	\$31,366.95

2. The Number of Hours Was Reasonable.

“The starting point of every fee award...must be a calculation of the attorney’s services in terms of the time he has expended on the case.” *Press v. Lucky Stores, Inc.*, (1983) 34 Cal. 3d 311, 322. Reasonable hours include, in addition to time spent during litigation, time spent before the action is filed, including time reasonably spent interviewing the client, investigating the facts and the law, and preparing the initial pleadings, as well as time spent in exhausting administrative remedies. *New York Gaslight Club, Inc. v. Carey* (1980) 447 U.S. 54, 62.

The evidence submitted by PAGA Counsel in support of this motion reflect that PAGA Counsel reasonably expended the following number of hours in the prosecution of this case. (Jackson Decl. ¶¶ 4-17, Exs. C-D) A reasonable amount of work was performed pre-litigation, including conducting an extensive intake process. (*Id.*) Discovery was conducted by counsel regarding both the circumstances of the Plaintiff’s employment, hours worked during his employment, meal breaks, wage statements, and rest periods taken during his employment and

1 Defendant's policies in general regarding the employment of individuals with respect to payment
2 of wages, working conditions, meal breaks and rest periods, minimum wage and overtime
3 violations. (*Id.*)

4 The time expended during the discovery phase was also reasonably incurred. (*Id.*)
5 Thereafter, numerous hours were spent by counsel in performing damages analysis of over
6 aggrieved employees regarding their entitlement to wages for missed meal breaks, rest periods,
7 overtime, accurate wage statements, overtime wage claims, minimum wage claims and pay upon
8 termination. (*Id.*)

9 The time expended to achieve approval was also reasonably incurred. (*Id.*) Counsel
10 conducted legal research on the procedures and issues involved in achieving approval. (*Id.*)
11 Armond M. Jackson appeared for court hearings on several occasions preparing and arguing the
12 motion and addressing any concerns of the Court. (*Id.*) These hours were reasonably spent to
13 achieve approval of this PAGA Settlement. (*Id.*)

14 As set forth in the declarations submitted herewith, the total number of hours spent on
15 this matter by PAGA Counsel is reasonable in light of the work required to achieve the result.
16 (*Id.*) Thus, the Court shall conclude that all of the time spent on this case was reasonable and
17 necessary to achieve this result and counsel is entitled to compensation for all the attorney hours
18 worked in this case. (*Id.*)

19 **3. The Hourly Rate is Reasonable.**

20 When determining a reasonable hourly rate for the attorney's services, courts consider the
21 following factors: (i) the prevailing rate charged by attorneys of similar skill and experience for
22 comparable legal services in the community, (ii) the nature of the work performed, and (iii) the
23 attorney's customary billing rates. *Serrano v. Unruh* (1982) 32 Cal.3d 631, 643; *See also Bihun*
24 *v. AT&T Information Systems, Inc.* (1993) 13 Cal.App.4th 976, 997 *disapproved on other*
25 *grounds Lakin v. Watkins Associated Industries* (1993) 6 Cal.4th 644, 664. The hourly rate is
26 determined at the time of the prevailing party's fee application rather than rates charged at the
27 time the litigation began. (*Gates v. Deukmejian* (9th Cir. 1992) 987 F.2d 1392, 1406.)
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1 The Jackson Declaration lays the proper foundation for why the hourly rates charged for
2 each attorney working on this case is reasonable and customary for those rates charged in
3 Southern California by attorney's with similar experience. (Jackson Decl. ¶¶ 4-20, Exs. C, D)

4 Mr. Jackson's hourly rate on this matter was \$640 is consistent with the Laffey Matrix.
5 (*Id.*) Mr. Jackson is a senior attorney who has been litigating for over 10 years. (*Id.*) He has
6 handled over a hundred of employment matters on behalf of the plaintiff in his career. (*Id.*) Mr.
7 Jackson is a former member of the California Employment Litigation Association ("CELA").
8 (Jackson Decl. ¶¶ 14-15.) Mr. Jackson has argued before the Ninth Circuit and responsible for a
9 published opinion. (*Id.*) Based on his experience, and based on his own research for purposes of
10 keeping his law firm competitive and profitable, he has knowledge of the hourly rates other
11 plaintiff's attorneys with similar experience charge in employment cases. (*Id.*) Based on this
12 foundation, Mr. Jackson believes that his regular hourly rate of \$640 per hour is reasonable and
13 similar to what attorneys with his tenure, experience and expertise are charging in the Orange
County area. (*Id.*)

14 This evidence therefore supports the reasonableness of the fees charged in this case. "Our
15 Supreme Court has explained that the reasonable hourly rate used for the lodestar calculation 'is
16 that prevailing in the community *for similar work*.'" *Syers Properties III, Inc. v. Rankin*, 226
17 Cal.App.4th 691, 702, (2014). Reasonable hourly rates are determined by the formula
18 "'reasonable market value'" and reached by evaluating the "'comparable salaries earned by
19 private attorneys with similar experience and expertise in equivalent litigation'" and the "'hourly
20 amount to which attorneys of like skill in the area would typically be entitled.'" (*Serrano v.*
21 *Unruh*, 32 Cal. 3d 621, 640, fn. 31 (1982).)

22 As explained in the declaration of Armond Jackson, the current prevailing billing or
23 "market" rates for attorneys in the Orange County area range from \$200 to over \$600 per hour.
24 (*See, e.g., Bihun v. AT&T Information Systems, Inc.* (1993) 13 Cal. App. 4th 976, 1004-1005
25 (upholding an attorney's fee award in an action brought under the FEHA based on an hourly rate
26 of \$450 over ten years ago) (overruled on other grounds in *Lakin v. Watkins Assoc. Indus.* (1993)
27 6 Cal.4th 644, 664.)) Given the skill and experience of the attorneys who represented plaintiff,
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an hourly rate of \$640 for Armond M. Jackson is reasonable, hourly rate of \$440 for Andrea-Fernandez-Jackson is reasonable, hourly rate of \$250 for Anthony S. Filer Jr is reasonable and \$125 for Yesenia Villalba as a paralegal is reasonable. (Jackson Decl. ¶¶ 4-17, Exs. C-D)

4. Laffey Matrix Rates

The Laffey Matrix is one well-established objective source setting rates for attorneys based upon years of experience for attorneys practicing in the District of Columbia. See <https://www.justice.gov/usao-dc/file/796471/download> (citing *Laffey v. Northwest Airlines, Inc.*, 572 F.Supp. 354 (D.D.C. 1983), aff'd in part, rev'd in part on other grounds. 746 F.2d 4 (D.C.Cir. 1984). The Laffey Matrix figures are adjusted to comport with the cost of living in which where the firm operates. (*In re HLP Technologies, Inc. Securities Litigation*, 366 F.Supp. 2d 912, 921 (2005).) Under the Laffey Matrix, Orange County attorney rates fall under the Locality of Pay Rates of Los Angeles-Long Beach, California. When performing the appropriate calculation ($126.65-124.78/124.78=2.3\%$), the adjustment to the District of Columbia Laffey Matrix is 2.3% for Orange County attorneys. (See *In re HLP Technologies, Inc. Securities Litigation*, 366 F.Supp. 2d 912, 922 fn. 1.)

The product of multiplying the number of hours expended by counsel on this case and each respective attorney's hourly rate yields the following sums:

Attorney	Laffey Matrix Hourly Rate	Hours	Total Amount
Armond M. Jackson (Attorney)	\$676 per hour 8-10 year attorney \$381 per hour 1-3 year attorney \$208 per hour Paralegal/Law	57.11	\$31,366.95 (amount requested \$24,997.50)

1 **5. Attorney's Fees Summary**

2 Plaintiff requests that 33.33% of the amount awarded under the PAGA will be
3 apportioned to attorney's fees. (Jackson Decl. ¶ 1, Ex. A) This amount is to be distributed from
4 the lump sum of \$75,000.00 that was distributed to the claim brought under PAGA and amounts
5 to a total of \$24,997.50. (*Id.*) A fee application of 33.33% was used in this case to be consistent
6 with standard practices for representative actions. (*Id.*)

7 The attorney time spent, as well as the costs incurred, as to one necessarily affected the
8 other. The Plaintiff had to establish that he was an aggrieved employee to be able to maintain
9 standing under PAGA. (Cal. Lab. Code § 2699, subd. (a)). As of the date of this filing, in excess
10 of 57.11 hours of attorney time, in excess of \$31,000 in legal fees, has been spent pursuing this
11 case. A 33.33% allocation of the \$75,000.00 award to PAGA is \$24,997.50. (*Id.*) Based upon
12 the standard practices for representative actions and the amount of time that has been spent
13 pursuing the representative action in this case, the attorney's fees allocated are reasonable.
14 (Jackson Decl, ¶ 17, Ex. D.)

15 **6. Costs**

16 Plaintiff seeks \$11,544.30 in litigation costs. This amount represents costs incurred
17 including court-filing and process-serving fees; mediation costs, expert costs for analysis for
18 mediation, postage costs and expected filing fees for the instant motion. This amount of costs
19 requested is modest and reflects efficient litigation of the case. (Jackson Decl, ¶ 16, Ex. C)

20 **V. CONCLUSION**

21 For the reasons set forth herein, Plaintiff requests that the Court approve the proposed
22 settlement; approve the proposed notice; and adopt the Order filed concurrently herein.

23 Dated: August 3, 2022

JACKSON APC

24
25 By: /s/ Armond M. Jackson
Armond M. Jackson
26 Attorney for Plaintiff Anayeli Gutierrez
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