

Edwin Aiwarzian (SBN 232943)
Joanna Ghosh (SBN 272479)
Vartan Madoyan (SBN 279015)
Lizeth Marin (SBN 360465)
LAWYERS for JUSTICE, PC
450 North Brand Blvd., Suite 900
Glendale, California 91203
Tel: (818) 265-1020 / Fax: (818) 265-1021

Attorneys for Plaintiff

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN MATEO**

SEYED RAMIN ASBAGHI, individually, and
on behalf of other members of other aggrieved
employees pursuant to the California Private
Attorneys General Act,

Plaintiffs,

vs.

PUTANM CHEVROLET CADILLAC, INC.,
a California corporation; CHEVROLET
CADILLAC, LLC, a California limited
liability company; PUTNAM GM, an
unknown business entity, and DOES 1 through
100, inclusive,

Defendants.

Case No.: 21-CIV-04343

Honorable Jeffrey R. Finigan
Department 24

**PLAINTIFF'S NOTICE OF MOTION AND
RENEWED 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**

Date: August 8, 2025
Time: 2:00 p.m.
Department: 24

Complaint Filed: August 12, 2021
Trial Date: None Set

PLEASE TAKE NOTICE that on August 8, 2025, at 2:00 p.m. or as soon thereafter as the matter may be heard before the Honorable Jeffrey R. Finigan in Department 24 of the Superior Court of the State of California, for the County of San Mateo, located at 400 County Center, Redwood City, CA 94063, Plaintiff Seyed Ramin Asbaghi (“Plaintiff”) moves for entry of the following orders:

1. Granting approval, pursuant to California Labor Code § 2699(l)(2), of the settlement between Plaintiff and Defendant Putnam Chevrolet Cadillac, LLC (“Defendant”) of the claims brought pursuant to the Private Attorneys General Act of 2004 (“PAGA”), as set forth in the Amendment No. 1. To Private Attorneys General Act Settlement Agreement and Limited Release, attached as “EXHIBIT 1” to the Declaration of Vartan Madoyan, and with the Private Attorneys General Act Settlement Agreement and Limited Release, collectively referred to as “Settlement,” “Agreement,” or “Settlement Agreement”, including and not limited to, the plan of allocation and distribution of the Gross Settlement Fund for payment of the LWDA Payment to the Labor and Workforce Development Agency (“LWDA”), Individual Settlement Shares to the PAGA Employees, Attorneys’ Fees and Costs to Plaintiff’s Counsel, Settlement Administration Costs to the Settlement Administrator, and General Release Fee to Plaintiff;
2. Approving the Net Settlement Amount, estimated to be no less than \$320,363.14 which will be distributed to the LWDA and the PAGA 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 PAGA Employees (“PAGA Employees Fund”);
3. Appointing Simpluris, Inc. (“Simpluris”) as the Settlement Administrator;
4. Directing Defendant to fund the Gross Settlement Fund, and directing the Settlement Administrator to distribute payments in accordance with the Settlement Agreement;
5. Directing the mailing of PAGA Employee Fund checks to the PAGA 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 Judgment") filed concurrently herewith;

6. Awarding \$7,500.00 to Plaintiff as his General Release Fee;
7. Awarding \$2,750.00 to the Settlement Administrator as Settlement Administration Costs; and
8. Awarding to Lawyers *for* Justice, PC ("Plaintiffs' Counsel") the amount of 40% of the Gross Settlement Fund as compensation for reasonable attorneys' fees and the amount of \$11,386.86 for reimbursement of litigation costs and expenses (together, "Attorneys' Fees and Costs"), pursuant to California Labor Code § 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.* contained within the Settlement Agreement and accompanying motion papers are to the version of the PAGA statute prior to the recent amendment effective July 1, 2024; the amended statute does not apply to this action, or the Settlement pursuant to California Labor Code section 2699(v)(1), as amended, because the notice to the LWDA was filed prior to June 19, 2024.

The Settlement 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).

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1 This motion is made pursuant to California Labor Code § 2699(1)(2), which provides for review
2 and approval by the Court of the settlement of a civil action filed pursuant to PAGA. This motion is
3 based upon the following Memorandum of Points and Authorities, the Settlement Agreement, the
4 Declaration of Plaintiff, the Declaration of Plaintiff's Counsel (Vartan Madoyan) and the Declaration of
5 Denise Islas of Simpluris, Inc. in support thereof, as well as the pleadings and other records on file with
6 the Court in this matter, and such evidence and oral argument as may be presented at the hearing on this
7 motion.

8
9 Dated: July 17, 2025

LAWYERS for JUSTICE, PC

10
11
12 By: _____

Vartan Madoyan

Lizeth Marin

Attorneys for Plaintiff

TABLE OF CONTENTS

I.	SUMMARY OF MOTION	1
II.	FACTUAL BACKGROUND AND RELEVANT PROCEDURAL HISTORY	1
III.	SUMMARY OF THE SETTLEMENT TERMS	2
A.	Scope of the Settlement	2
B.	Funding and Distribution of the Gross Settlement Amount	2
C.	Standards for Approval of PAGA Settlement	3
IV.	THE SETTLEMENT IS FAIR AND SHOULD BE APPROVED	3
A.	The Factors Giving Rise to a Presumption of Fairness Exist	4
B.	The Relative Strengths and Weaknesses of the PAGA Claim and the Range of Possible Outcomes Strongly Favor Approval of the Settlement	4
C.	The Settlement Avoids Risky, Complex, and Lengthy Further Litigation	5
D.	The Settlement Is Fair, Adequate, and Reasonable	5
E.	The Experience and Views of Plaintiffs’ Counsel Favor Approval of the Settlement	6
V.	THE REQUESTED ATTORNEYS’ FEES AWARD SHOULD BE APPROVED	7
A.	A Fee Award of a Percentage of the Entire Fund Is Appropriate	7
B.	The Requested Fee Award is Reasonable Based on the Factors Considered in Determination of Fee Awards	9
1.	<i>Time & Labor</i>	9
2.	<i>The Skill Required to Perform Legal Services Properly</i>	10
3.	<i>Whether the Fee Is Fixed or Contingent</i>	11
4.	<i>The Amount Involved and the Results Achieved</i>	11
5.	<i>The Reputation and Ability of the Attorneys</i>	12
C.	The Lodestar Methodology Also Justifies Approval of the Requested Fees	12
VI.	REIMBURSEMENT OF PLAINTIFFS’ COUNSEL LITIGATION COSTS AND	

1	EXPENSES SHOULD BE APPROVED	13
2	VII. THE SETTLEMENT ADMINISTRATION COSTS SHOULD BE APPROVED	14
3	VIII. THE GENERAL RELEASE FEE SHOULD BE APPROVED.....	14
4	IX. CONCLUSION.....	Error! Bookmark not defined.

TABLE OF AUTHORITIES

Cases

<i>Amalgamated Transit Union, Local 1756, Afl-Cio v. Superior Court</i> (2009), 46 Cal.4th 993	4
<i>Apple Computer, Inc. v. Superior Court</i> (2005) 126 Cal.App.4th, 1253	10
<i>Arias v. Superior Court</i> (2009) 46 Cal.4th 969.....	4
<i>Bell v. Farmers Ins. Exch.</i> (2004) 115 Cal.App.4th 715	17
<i>Boyd v. Bechtel Corp.</i> (N.D. Cal. 1979) 485 F.Supp. 610.....	6
<i>Casida v. Sears Holdings Corp.</i> (E.D. Cal. Jan. 26, 2012) 2012 WL 253217.....	4
<i>Consumer Privacy Cases</i> (2009) 175 Cal. App. 4th 545	10
<i>Dunk v. Ford Motor Co.</i> (1996) 48 Cal. App. 4th 1794	9
<i>Iskanian v. CLS Transportation Los Angeles, LLC</i> (2014) 58 Cal.4th 348.....	4
<i>Kirkorian v. Borelli</i> (N.D. Cal. 1988) 695 F.Supp. 446	6
<i>Laffitte v. Robert Half Int’l, Inc.</i> (2016) 1 Cal.5th 480.....	9, 10, 14
<i>Lealao v. Beneficial Cal., Inc.</i> (2000) 82 Cal.App.4th 19	9, 10
<i>Ochoa-Hernandez v. CJADERS Foods, Inc.</i> (N.D. Cal. Apr. 2, 2010) 2010 WL 1340777	4
<i>Ochoa-Hernandez v. CJADERS Foods, Inc.</i> (N.D. Cal. Apr. 2, 2010), 2010 WL 1340777	4
<i>Officers for Justice v. Civil Service Comm’n</i> (9th Cir. 1981) 688 F.2d 615	7
<i>Pedroza v. PetSmart, Inc.</i> (C.D. Cal. Jan. 28, 2013) 2013 WL 1490667.....	4
<i>Robinson v. Southern Counties Oil Co.</i> (2020) 53 Cal.App.5th 476	3
<i>Satchell v. Fed. Express Corp.</i> (N.D. Cal. Apr. 13, 2007) 2007 WL 1114010	6
<i>Thomas v. Aetna Health of Cal., Inc.</i> (E.D. Cal. June 2, 2011) 2011 WL 2173715	4
<i>Vizcaino v. Microsoft Corp.</i> , (9th Cir. 2002) 290 F.3d 1043	14
<i>Vo v. Las Virgenes Municipal Water Dist.</i> (2000) 79 Cal.App.4th 440	14
<i>Wershba v. Apple Computer, Inc.</i> (2001) 91 Cal.App.4th 224	5
<i>Williams v. Superior Court</i> (2017) 3 Cal.5th 531	4, 8

Statutes

Cal. Code Civ. Proc. § 1021.5.....	9
Cal. Lab. Code § 2698	1
Cal. Lab. Code § 2699.3	4
Cal. Lab. Code § 2699(a).....	4
Cal. Lab. Code § 2699(g)(1)(i)	8
Cal. Lab. Code § 2699(i).....	9
Cal. Lab. Code § 2699(j).....	5
Cal. Lab. Code § 2699(l).....	4
Cal. Lab. Code § 2699(l)(2)	1, 4

Other Authorities

A. Conte, <i>Attorney Fee Awards</i> (2d ed. 1993) 104	9
<i>Civil Procedure Before Trial</i> , Chapter 14, section 14.....	9

Rules

California Rules of Court, Rule 3.1113(d).....	1
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MEMORANDUM OF POINTS AND AUTHORITIES

I. SUMMARY OF MOTION

Plaintiff Seyed Ramin Asbaghi (Plaintiff) seeks approval of the Amendment No. 1 to Private Attorneys General Act Settlement Agreement and Limited Release, (together with the Private Attorneys General Act Settlement Agreement and Limited Release is referred to as “Settlement,” “Agreement,” or “Settlement Agreement”)¹ entered into between Plaintiff and Defendant Putnam Chevrolet Cadillac, Inc. (“Defendant”), pursuant to California Labor Code section 2699(1)(2).² 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 Gross Settlement Fund in the amount of \$570,000.00, with a potential increase in that amount pursuant to the Agreement’s escalator clause.³

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 Settlement Agreement and moving and supporting papers for this motion are being concurrently submitted to the LWDA (as reflected on the Proof of Service) and Plaintiff now move for an order granting approval of the Settlement, in conformity with California Labor Code section 2699(1)(2).

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 through 15.

¹ The Amendment No. 1 to Private Attorneys General Act Settlement Agreement and Limited Release is attached as “**EXHIBIT 1**” to the Declaration of Vartan Madoyan (“Madoyan Decl.”).

² All citations and references to the PAGA statute are to the version of the statute prior to the recent amendment effective July 1, 2024; the amended statute does not apply to this action or to the Settlement because, pursuant to California Labor Code section 2699(v)(1), as amended, the notice to the LWDA was filed prior to June 19, 2024.

³ Settlement Agreement, §§ 5 and 5.1.1.

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 PAGA Employees⁴ will release the Released Parties from the Released Claims⁵.

B. Funding and Distribution of the Gross Settlement Amount

Under the terms of the Settlement Agreement, Defendant will pay a Gross Settlement Fund of \$570,000.00, plus any potential escalated amount pursuant to the escalator clause. The Net Settlement Amount (currently estimated to be no less than \$320,363.14) is the Gross Settlement Fund less Court-approved Attorneys' Fees and Costs, Settlement Administration Costs, and General Release Fee.⁶ Seventy-five (75%) of the Net Settlement Amount, approximately \$240,272.35, is paid to the LWDA ("LWDA PAGA Payment"), and 25%, approximately \$80,090.79 ("PAGA Employee Fund"), is paid to the PAGA Employees based on their *pro rata* number of semi-monthly pay periods.⁷ Based on data provided by Defendant, the average PAGA Employee recovery will be at least \$417.14.⁸

On or before the latter of (a) Tuesday, December 2, 2025, or (b) 20 days after the Effective Date, Defendant will transmit the Gross Settlement Fund to the Settlement Administrator. See Amendment No. 1 to Private Attorneys General Act Settlement Agreement and Limited Release. Further 20 days after the Effective Date, Defendant will provide the Settlement Administrator with the PAGA Employees List, containing the each PAGA Employee's (1) full name, (2) last known address, (3) social security number, and (4) the total number of semi-monthly pay periods (or their equivalent) worked during the PAGA Period.⁹ Within 20 business days after receipt of such information, the Settlement Administrator will calculate payments and mail the Cover Letter and settlement checks to all PAGA Employees.¹⁰ For each settlement check returned as undeliverable within 5 calendar days of the initial mailing, the Settlement

⁴ Settlement Agreement, § 2. "PAGA Period" is defined as the period of November 19, 2019 through May 31, 2023. See Generally Settlement Agreement.

⁵ The definitions of "Released Parties" and "Released Claims" are set forth in the Settlement Agreement, § 2.

⁶ *Id.*, § 5.

⁷ *Id.*, § 5.1.3.

⁸ Madoyan Decl., ¶ 21. \$80,090.79 PAGA Employee Fund divided by estimated 192 PAGA Employees.

⁹ Settlement Agreement, §§ 4 and 5.

¹⁰ *Id.*, § 4. Payments to PAGA Employees are considered 100% penalties to be reported on IRS Form 1099. *Id.* § 5.

Administrator will promptly attempt to locate an alternate, updated address for the PAGA Employee at issue, by using a skip-trace search and shall attempt one (1) re-mailing of the Cover Letter and settlement check.¹¹

Settlement checks issued to PAGA Employees will remain valid for 180 days, and will then be canceled and transmitted to the California Court-Appointed Special Advocate (CASA) Program.¹²

C. Standards for Approval of PAGA Settlement

PAGA allows an “aggrieved employee” to bring a civil action on behalf of the State of California to recover civil penalties as an alternative to the LWDA seeking recovery. Unnamed employees need not be given notice of the PAGA claim, nor do they have the ability to opt-out.¹³

PAGA settlements require court approval. *See* Cal. Lab. Code § 2699(l)(2). Unlike class actions which have more strict review processes, PAGA settlement approvals 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)). In a PAGA case, the court’s focus is not on the amount of monetary recovery, but whether the 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.” *See Ochoa-Hernandez, supra*, 2010 WL 1340777, at *4 (citing *Arias, supra*, 46 Cal.4th at 986). Penalties recovered under PAGA 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.

¹¹ *Ibid.*

¹² *Id.*, § 5.

¹³ *Robinson v. Southern Counties Oil Co.* (2020) 53 Cal.App.5th 476 (opt out not permitted); *Williams v. Superior Court* (2017) 3 Cal.5th 531, 546-48 (“[N]o need to protect absent employees’ due process rights” and they “will be bound by the outcome of any PAGA action[.]”); *Ochoa-Hernandez v. CJADERS Foods, Inc.* (N.D. Cal. Apr. 2, 2010), 2010 WL 1340777, at *5 (no notice required); *Arias v. Superior Court* (2009) 46 Cal.4th 969, 984-86 (same).

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

2 The Parties reached the Settlement after conducting extensive, arm's-length settlement
3 negotiations and the involvement of a neutral mediator Jill R. Sperber, Esq.¹⁴ A settlement that is "the
4 product of extensive and hard-fought adversarial negotiations between the parties" is entitled to a
5 presumption of fairness. *Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 245.

6 As discussed in the Declaration of Vartan Madoyan, the Settlement is presumptively fair
7 because it: (1) is the product of adversarial, non-collusive, and arm's-length negotiations with an
8 independent mediator knowledgeable in complex employment cases; (2) was negotiated by counsel with
9 significant experience in complex employment cases; and (3) occurred after significant investigation to
10 evaluate the strengths, weaknesses, and potential value of the PAGA claim.¹⁵

11 Based on all of the information available to the Parties, the Parties agree that this matter is well-
12 suited for settlement given the strengths and weaknesses of the PAGA claim and the facts and
13 circumstances of the case.¹⁶ Plaintiff's Counsel have extensive experience handling representative and
14 class action wage-and-hour litigation and used that experience to achieve a settlement recovery for
15 Plaintiffs, the State of California, and the PAGA Employees.¹⁷ Therefore, the Court should give
16 considerable weight to the competency, experience, and opinion of counsel and the involvement of a
17 neutral mediator in assuring that the settlement is a product of arm's length bargaining.¹⁸

18 **B. The Relative Strengths and Weaknesses of the PAGA Claim and the Range of**
19 **Possible Outcomes Strongly Favor Approval of the Settlement**

20 For a discussion of the strengths and weaknesses of the PAGA claim and the range of possible
21 outcomes, see the Declaration of Vartan Madoyan at paragraphs 22-28 & 31-47.

22

¹⁴ Madoyan Decl., ¶ 13.

23 ¹⁵ Madoyan Decl., ¶¶ 2-7, 16-47.

24 ¹⁶ *Id.*, ¶ 27.

25 ¹⁷ *Id.*, ¶¶ 2-7.

26 ¹⁸ See *Kirkorian v. Borelli* (N.D. Cal. 1988) 695 F.Supp. 446, 451 (opinion of experienced counsel is entitled to
27 considerable weight); *Boyd v. Bechtel Corp.* (N.D. Cal. 1979) 485 F.Supp. 610, 616-17, 622 (recommendations of
28 plaintiffs' counsel should be given a presumption of reasonableness); 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").

1 **C. The Settlement Avoids Risky, Complex, and Lengthy Further Litigation**

2 Courts favor voluntary conciliation and settlement of complex litigation. *Class Plaintiffs v. City*
3 *of Seattle* (9th Cir. 1992) 955 F.2d 1268, 1276. Generally, unless the settlement is clearly inadequate, its
4 acceptance and approval are preferable to lengthy and expensive litigation with uncertain results. *Nat'l*
5 *Rural Telecomms. Coop. v. DIRECTV, Inc.* (C.D. Cal. Jan. 5, 2004) 221 F.R.D. 523, 526.

6 Prior to reaching the Settlement, the Parties investigated the veracity, strength, and scope of the
7 PAGA claim and allegations and considered a large volume information, documents, and data relevant to
8 Plaintiff's claim and Defendant's defenses thereto.¹⁹ The Parties thoroughly and sufficiently evaluated
9 the PAGA claim, including and not limited to, calculating the potential monetary recovery.²⁰ Plaintiff's
10 Counsel also performed other work as discussed in the Declaration of Vartan Madoyan.²¹

11 Had the case not settled, the Parties would have conducted extensive and costly additional formal
12 discovery and depositions to prepare the case for trial, but this comes with inherent risks. From the
13 inception of litigation, Defendant indicated they would aggressively litigate this case,²² and there is a real
14 possibility that Plaintiff could recover nothing, either for himself or the State of California or PAGA
15 Employees, after years of litigation. And even if successful at trial, litigation is costly and could take
16 years to reach verdict, and could continue beyond trial through multiple appeals.²³ Avoiding these risks
17 and delays favors settlement.

18 **D. The Settlement Is Fair, Adequate, and Reasonable**

19 The Settlement provides significant benefits to the State of California and PAGA Employees and
20 falls well-within the range of acceptable settlements. "[T]he very essence of a settlement is compromise,
21 'a yielding of absolutes and an abandoning of highest hopes.'" *Officers for Justice v. Civil Service*
22 *Comm'n* (9th Cir. 1981) 688 F.2d 615, 624. "The proposed settlement is not to be judged against a
23 hypothetical or speculative measure of what might have been achieved by the negotiators." *Id.* at 625.

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¹⁹ Madoyan Decl., ¶ 24.

25 ²⁰ Madoyan Decl., ¶ 24.

26 ²¹ *Id.*, ¶ 22-28.

27 ²² *Id.*, ¶ 31.

28 ²³ *Id.*, ¶ 38.

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 any possible appeals, as well as inherent uncertainties, delays, and risks.²⁴ Plaintiff and his counsel are also aware of the difficulties in establishing Defendant’s liability for, and the right to recover, penalties on behalf of Plaintiff, the State of California, and PAGA Employees.²⁵ Plaintiff and his counsel have also taken into account Defendant’s agreement to enter into a settlement that confers significant relief upon PAGA Employees and the State of California.²⁶ 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 PAGA Employees and the State of California.²⁷

The result achieved in this case are well-within the range of an acceptable settlement under the circumstances, as is further detailed in the Declaration of Vartan Madoyan at paragraphs 22-28 & 30-46. 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-hour litigation,²⁸ and in 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 PAGA Employees in light of the risk, delay, and uncertainty of continued litigation and the substantial monetary benefits provided for by the Settlement.²⁹ Further, courts acknowledge 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.

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²⁴ Madoyan Decl., ¶ 38.

²⁵ *Id.*, ¶¶ 43

²⁶ *Id.*, ¶ 51.

²⁷ Madoyan Decl., ¶ 51.

²⁸ *Id.*, ¶¶ 2-7.

²⁹ *Id.*, ¶ 51.

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 in an amount of up to 40% of the Gross Settlement Fund, which is estimated to be \$228,000.00 if the Gross Settlement Fund remains \$570,000.00, subject to approval and award by the Court. The requested attorneys' fees award is commensurate with: (1) the risk that Plaintiff's Counsel took in bringing and litigating the case, (2) the time, effort, and expense dedicated to the case, (3) the skill and determination that Plaintiff's Counsel has shown, (4) the results that Plaintiff's Counsel has achieved in the case, (5) the value that Plaintiff's Counsel has achieved in the case, and (6) the other cases that Plaintiff's Counsel has turned down in order to work on this matter.

Plaintiff's Counsel is entitled to recover attorneys' fees and costs as a matter of right under PAGA. *See* Cal. Lab. Code § 2699(g)(1) ("Any employee who prevails in any [PAGA] action shall be entitled to an award of reasonable attorney's fees and costs"). Plaintiff's Counsel is also entitled to fees and costs under Cal. Code of Civil Procedure section 1021.5, as this PAGA action is by definition "for the benefit" of others and secures monetary recovery for many employees and the State of California.³⁰

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] 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.

The percentage method is particularly appropriate where a monetary settlement has been recovered 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 amount of a settlement is a "certain easily calculable sum of money," California courts may calculate attorneys' fees as a reasonable percentage of the

³⁰ *See Estrada v. FedEx Ground Package Sys. Inc.* (2007) 154 Cal.App.4th 1, 16-17 (recognizing that recovery obtained on behalf of 209 individuals satisfies the "significant benefit," "public interest," and "large class of persons" requirements of Code of Civil Procedure section 1021.5, regardless of plaintiff's personal motivation). Similarly, here there are nearly 200 PAGA Employees.

1 settlement created. Weil and Brown, California Practice Guide, *Civil Procedure Before Trial*, Chapter
2 14, section 14:145; *Dunk v. Ford Motor Co.*(1996) 48 Cal. App. 4th 1794, 1808.

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

15 Plaintiff’s Counsel’s application for attorneys’ fees in light of the facts and circumstances
16 surrounding the case is well-within the range of reasonableness. Courts have awarded fees as high as
17 50% of the settlement in complex actions, depending on the circumstances of the case.³¹

18 Plaintiff’s Counsel has performed significant work in this matter, as discussed in the Declaration
19 of Vartan Madoyan with the very real possibility of an unsuccessful outcome and no fee recovery of any
20 kind.³² In the present case, Plaintiff’s Counsel has borne all of the risks and costs of litigation and will not
21 receive any compensation unless recovery is obtained.³³ Plaintiff’s Counsel is experienced in complex
22 wage-and-hour litigation and used that experience to obtain a significant settlement recovery for Plaintiff,
23 PAGA Employees, and the State of California.³⁴ Considering the amount of fees requested, work

24 ³¹ *See In re Ampicillin Antitrust Litig.* (D.D.C. 1981) 526 F.Supp. 494 (awarding 45% in attorneys’ fees); *Beech*
25 *Cinema, Inc. v. Twentieth-Century Fox Film Corp.* (S.D.N.Y. 1979) 480 F.Supp. 1195 (awarding 53% in attorneys’
26 fees). California courts routinely approve attorneys’ fees awards “average[ing] around one-third of the recovery.”
27 *Chavez v. Netflix, Inc.* (2008) 162 Cal.App.4th 43, 66 n.11.

28 ³² Madoyan Decl., ¶¶ 29, 47-48.

³³ *Id.*, ¶ 29.

³⁴ *Id.*, ¶¶ 2-7.

performed, risks incurred, results obtained, and Plaintiff's Counsel's experience, 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

Courts consider the following factors, all of which support the requested fee award: 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. We address these factors below.

It should be highlighted that the percentage award sought is commensurate with the time, effort, and expense dedicated to the case, the contingent nature of Plaintiff's Counsel's representation and the risks taken in commencing the case, the skill and determination required, the results that Plaintiff's Counsel has achieved, and the value of the settlement that Plaintiff's Counsel has obtained on behalf of Plaintiff, PAGA Employees, and the State of California. For the reasons discussed herein, an award of attorneys' fees in the amount of 40% of the Gross Settlement Fund is reasonable.

1. Time & Labor

Plaintiff's Counsel used its experience and skills in litigating complex wage-and-hour actions to successfully resolve this matter. Prior to commencing this lawsuit, Plaintiff's Counsel conducted a significant amount of investigation into the factual and legal issues and Defendant's business operations and employment policies and practices.³⁵ Plaintiff's Counsel also 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 the potential monetary recovery under PAGA.

³⁵ Madoyan Decl., ¶ 24.

Plaintiff's Counsel also met and conferred with Defendant's counsel regarding the pleadings, case management, discovery, motion practice, arbitration, mediation, and settlement negotiations, among other issues.³⁶ Plaintiff's Counsel performed other work including, *inter alia*, case strategy and analysis; researching, drafting, reviewing, and revising pleadings, court filings, motion-related papers, briefs for settlement negotiations and mediation, and the settlement agreement; informal discovery; claims evaluation and analysis; and appearing for court proceedings.³⁷

Plaintiff's Counsel dedicated the full extent of staffing and monetary resources necessary to prosecute the case with maximum efficiency and has fully and actively participated in the litigation process. The Attorney Task and Time Chart, which is attached as "EXHIBIT 5" to the accompanying the Declaration of Vartan Madoyan, sets forth in detail the hours that Plaintiffs' Counsel has spent performing tasks in this matter. Attorneys at Lawyers for Justice, PC have spent **280.20 hours** to obtain a recovery on behalf of Plaintiff, PAGA Employees, and the State of California. These hours were required to bring the case to its successful conclusion.

In light of the value of time expended and the carrying of costs involved in this litigation, the requested attorneys' 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 settlement. Defendant retained highly-respected counsel to represent their 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 Plaintiff, Defendant, and 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 the handling of complex wage-and-hour matters to advocate for and obtain a recovery now, with maximum efficiency, as opposed to risking delayed recovery, no recovery, or a lesser recovery.³⁸

³⁶ Madoyan Decl., ¶ 24.

³⁷ *Ibid.*

³⁸ Madoyan Decl., ¶¶ 22-27, 30-39.

1 **3. *Whether the Fee Is Fixed or Contingent***

2 Plaintiff's Counsel has provided representation on a contingency basis, has borne all of the risks
3 and costs of litigation, and will not receive any compensation until recovery is obtained.³⁹ Plaintiff's
4 Counsel have invested **280.20 hours** performing work in this matter.⁴⁰ Plaintiff's Counsel is also
5 requesting reimbursement of litigation costs and expenses of \$11,386.86.⁴¹ If Plaintiff's Counsel had not
6 been successful, the time that they have devoted to litigating the case would have been for naught and
7 would not have produced any fee or any reimbursement of costs or expenses. Plaintiff's Counsel are
8 well-experienced in complex wage-and-hour litigation and used that experience to obtain a great result in
9 this matter.⁴² The skill and determination that Plaintiff's Counsel has shown throughout the prosecution
10 of the case justifies the requested attorneys' fees and costs. Considering the amounts requested, work
11 performed, and risks incurred, the requested fees and costs are reasonable and should be awarded.

12 **4. *The Amount Involved and the Results Achieved***

13 The Settlement represents an excellent resolution given the uncertainty and risks of further
14 litigation.⁴³ Had the case not settled, Defendant would continue to vigorously defend the case, would
15 have challenged manageability and liability and also sought a reduction of any potential civil penalties.
16 Additionally, preparing for trial would have been extraordinarily expensive for the Parties. At this stage,
17 the settlement is preferred over continued litigation because such resolution saves time and money that
18 would otherwise go to litigation. The risks and expenses of further litigation outweighed any benefit that
19 might have been gained as the Settlement provides an immediate recovery and avoids uncertainty, risk,
20 expense, and delay.

21 The result achieved in light of the difficulties faced in this case is significant. Plaintiffs' Counsel
22 obtained a settlement that provides for a Gross Settlement Fund of no less than \$570,000.00, and it is
23

24 _____
25 ³⁹ Madoyan Decl., ¶ 29.

26 ⁴⁰ *Id.*, ¶ 48 & Exh. 5.

27 ⁴¹ *Id.*, ¶ 29, & Exh. 4.

28 ⁴² Madoyan Decl., ¶¶ 2-7.

⁴³ Madoyan Decl., ¶ 51.

currently estimated that the Net Settlement Amount available for distribution to the PAGA Employees and the State of California, is approximately no less than \$320,363.14.⁴⁴

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.⁴⁵

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" those results of the other.⁴⁶ 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 in Part V.B.1 *infra*, and also discussed in the Declaration of Vartan Madoyan, Plaintiff's Counsel performed significant work in this matter. The Attorney Task and Time Chart sets forth in detail the numerous tasks that Plaintiffs' Counsel performed in this case, and the time required for completing those tasks.⁴⁷ The chart demonstrates that Lawyers for Justice, PC has spent a reasonable total of **280.20 hours** on this matter.

⁴⁴ Settlement Agreement, § 5; Madoyan Decl. ¶ 20.

⁴⁵ Madoyan Decl., ¶¶ 2-7.

⁴⁶ *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 percentage award.").

⁴⁷ Madoyan Decl., ¶ 48, Exh. 5.

Plaintiffs' 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 no less than \$570,000.00.

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 \$850 per hour for services provided by Plaintiff's Counsel.⁴⁸ 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.⁴⁹ 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 **280.20** hours worked by Plaintiff's Counsel, would place a base lodestar value of **\$238,170.00** on Plaintiff's Counsel's services. By comparison, Plaintiff's Counsel seeks a fee award of 40% of the Gross Settlement Fund, which is currently estimated to be \$228,000.00.

The lodestar method as a cross-check to the percentage figure sought strongly supports the reasonableness of the requested attorneys' fees. Accordingly, Plaintiff respectfully request that the Court approve and grant an attorneys' fees award in the amount of 40% of the Gross Settlement Fund to Plaintiff's Counsel, which is reasonable and justified on a percentage-basis, and also based on a lodestar cross-check.

VI. REIMBURSEMENT OF PLAINTIFF'S COUNSEL LITIGATION COSTS AND EXPENSES SHOULD BE APPROVED

The Settlement provides for reimbursement of litigation costs and expenses of up to \$20,000.00. As set forth in the Declaration of Vartan Madoyan, Plaintiff's Counsel seeks reimbursement of \$11,386.86 in litigation costs and expenses.⁵⁰ These expenses were reasonable and necessary in the prosecution of this matter and to obtain the Settlement, and is less than the maximum amount

⁴⁸ Madoyan Decl., ¶ 47.

⁴⁹ *Ibid.*

⁵⁰ Madoyan Decl., ¶ 29.

1 allocated under the Settlement Agreement.⁵¹ The cost savings of \$8,613.14 will be part of the Net
2 Settlement Amount.⁵² Accordingly, the Court is requested to award reimbursement of litigation costs
3 and expenses to Plaintiffs' Counsel in the amount of \$11,386.86.

4 **VII. THE SETTLEMENT ADMINISTRATION COSTS SHOULD BE APPROVED**

5 As set forth in the Settlement Agreement, the Parties have agreed to retain, subject to approval by
6 the Court, Simpluris, Inc., to handle the administration of the Settlement. Simpluris' qualifications can
7 be found in the Declaration of Denise Islas on behalf of Simpluris, Inc.⁵³ Simpluris' cost to
8 administer the case are approximately \$4,996.00, however, Simpluris has offered a courtesy client
9 discount of \$2,246.00 and has agreed to administer the case for a fixed fee of \$2,750.00.⁵⁴ The costs and
10 expended of the administration of the Settlement include, but are not limited to, expenses for preparing,
11 printing, and mailing the Cover Letter and settlement checks to the PAGA Employees; performing skip-
12 trace searches; handling any remailing that is required; and handling inquiries from the PAGA
13 Employees regarding the Settlement, among other things.⁵⁵ Accordingly, the Court should grant
14 approval of the Settlement Administration Costs in the amount of up to \$2,750.00 to Simpluris, Inc.

15 **VIII. THE GENERAL RELEASE FEE SHOULD BE APPROVED**

16 Plaintiff has agreed to provide a individual waiver and release of claims with a California Civil
17 Code Section 1542 waiver (set forth in Section 2 of the Settlement Agreement), in exchange for the
18 requested \$7,500 General Release Fee.⁵⁶ The General Release Fee's purpose is to provide some
19 minimal compensation to Plaintiff in exchange for his release of claims and to incentivize
20 aggrieved employees to step into the shoes of the state and undertake the responsibilities
21 associated with initiating a representative lawsuit.⁵⁷ It is reasonable and just for Plaintiff to receive

22 ⁵¹ *Ibid.*

23 ⁵² *Ibid.*

24 ⁵³ Declaration of Denise Islas on Behalf of Simpluris In Support of Plaintiff's Renewed Motion for Approval of
25 Private Attorneys General Act (Cal. Labor Code § 2698, *Et Seq.*) Settlement Agreement, ¶ 6-8 & Exh. C.

26 ⁵⁴ *Id.*, ¶ 9.

27 ⁵⁵ Madoyan Decl., ¶ 6-8.

28 ⁵⁶ Settlement Agreement, § 2. 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 his broader individual release of claims.

⁵⁷ *See Bell v. Farmers Ins. Exch.* (2004) 115 Cal.App.4th 715, 726 ("service payments" compensate named plaintiff

(Footnote continued)

1 this payment. Plaintiff contributed considerable time and effort to the litigation of this case in order to
2 enforce the California Labor Code on behalf of the State of California and for the benefit of PAGA
3 Employees. Plaintiff discussed his employment with his counsel, gathered and produced relevant
4 documents and information, and provided the facts and evidence necessary to attempt to prove the
5 allegations, and was prepared to further litigate the matter.⁵⁸ Plaintiff was available whenever his counsel
6 needed him and tried to obtain and provide documents and information that would aid in the litigation of
7 the PAGA claim and pursuit of recovery on behalf of the State of California and PAGA Employees.⁵⁹

8 Further, the LWDA is a proponent of plaintiffs in PAGA representative actions receiving
9 incentive awards for their work in prosecuting PAGA lawsuits because they bear risks in bringing such
10 actions, which also take up considerable time and resources, and because the aggrieved employees will
11 only receive twenty-five percent of whatever the net settlement amount may be in a given PAGA
12 settlement.⁶⁰ That fact, coupled with the release that Plaintiff is agreeing to provide, is sufficient support
13 to justify the requested General Release Fee. Accordingly, it is appropriate and just for Plaintiff to receive
14 a General Release Fee for his broader release of claims and for his work in pursuing the action.

15 For the reasons discussed above and in the accompanying declarations and papers submitted in
16 support of the Motion, the Court is respectfully requested to approve the Settlement, including the plan of
17 allocation and distribution of the Gross Settlement Fund.

18 Dated: July 17, 2025

LAWYERS for JUSTICE, PC

19 By:

20 Vartan Madoyan
21 Lizeth Marin
Attorneys for Plaintiff

22 _____
23 “for [her] efforts in bringing the action”); *Clark v. Am. Residential Servs., LLC* (2009) 175 Cal.App.4th 785, 804
24 (“an incentive award is appropriate ‘if it is necessary to induce an individual to participate in the suit’”); *Ingram v.*
25 *The Coca-Cola Co.* (N.D. Ga. 2001) 200 F.R.D. 685, 694 (“Courts routinely approve incentive awards to
compensate named plaintiffs for the services they provided and the risks they incurred during the course of the [...] litigation.”); *see also, e.g., Resendez, supra*, Los Angeles County Superior Court, Case No. BC59689 (approving \$10,000 enhancement award in a PAGA action).

26 ⁵⁸ Madoyan Decl., ¶ 50.

27 ⁵⁹ *Ibid.*

28 ⁶⁰ Madoyan Decl., ¶ 50 & Exh. 6.