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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES – POMONA COURTHOUSE SOUTH**

ALFREDO SALAZAR, individually, and on
behalf of other aggrieved employees pursuant
to the California Private Attorneys General
Act,

Plaintiff,

vs.

CPP-CITY OF INDUSTRY CAST PARTS,
INC., an unknown business entity; CAST
PARTS, INC., an unknown business entity;
and DOES 1 through 100, inclusive,

Defendants.

ANA NUNEZ, individually and on behalf of
all others similarly situated,

Plaintiff,

vs.

CAST PARTS, INC., DBA
CONSOLIDATION PRECISION
PRODUCTS, a corporation; and DOES 1-20,
inclusive,

Defendants.

Lead Case No.: 21PSCV00014
Consolidated with 21STCV08428

Honorable Christian R. Gullon
Department O

**PLAINTIFFS' NOTICE OF MOTION
AND MOTION FOR APPROVAL OF
PRIVATE ATTORNEYS GENERAL ACT
(CAL. LABOR CODE § 2698, ET SEQ.)
SETTLEMENT AGREEMENT AND
AWARD OF PAGA COUNSEL FEES
PAYMENT, PAGA COUNSEL
LITIGATION EXPENSES PAYMENT,
GENERAL RELEASE FEE, AND
ADMINISTRATION EXPENSES
PAYMENT; MEMORANDUM OF POINTS
AND AUTHORITIES**

[Declaration of PAGA Counsel
(Brittany Shaw); Declarations of Plaintiffs
(Alfredo Salazar and Ana Nunez); and
[Proposed] Order and Judgment filed
concurrently herewith]

Reservation ID: 516546408269
Date: January 9, 2025
Time: 10:00 a.m.
Department: O

Salazar Action Filed: January 7, 2021
Nunez Action Filed: March 3, 2021
Trial Date: None Set

1 **PLEASE TAKE NOTICE** that on January 9, 2025, at 10 a.m. or as soon thereafter as the matter
2 may be heard before the Honorable Christian R. Gullon in Department O of the Superior Court of the
3 State of California, for the County of Los Angeles, located at 400 Civic Center Plaza, Pomona, CA
4 91766, Plaintiffs Alfredo Salazar (“Plaintiff Salazar”) and Ana Nunez (“Plaintiff Nunez”) (together, the
5 “Plaintiffs”) will and hereby do move for entry of the following orders:

- 6 1. Granting approval, pursuant to California Labor Code section 2699(l)(2), of the settlement
7 between Plaintiffs and Defendant Cast Parts Inc., erroneously sued by Plaintiff Salazar as
8 CPP-City of Industry Parts, Inc. and erroneously sued by Plaintiff Nunez as Cast Parts, Inc.
9 dba Consolidation Precision Products (“CPI” “Company” or “Defendant”) of the claims
10 brought pursuant to the Private Attorneys General Act of 2004 (“PAGA”), as set forth in the
11 Private Attorneys General Act Settlement Agreement (“Settlement,” “Agreement,” or
12 “Settlement Agreement”), attached as “**EXHIBIT 1**” to the Declaration of Brittany Shaw,
13 including and not limited to, the plan of allocation and distribution of the Gross Settlement
14 Amount for payment of the LWDA PAGA Payment to the California Labor and Workforce
15 Development Agency (“LWDA”), Individual PAGA Payments to the Aggrieved Employees,
16 PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment to PAGA
17 Counsel, Administration Expenses Payment to the Administrator, and General Release Fee to
18 Plaintiffs;
- 19 2. Approving the Net Settlement Amount, estimated to be no less than \$521,221.38 which will
20 be distributed to the LWDA and the Aggrieved Employees, pursuant to California Labor
21 Code section 2699(i), of which 75% will be paid to the LWDA (“LWDA PAGA Payment”) and 25% will be paid to the Aggrieved Employees (“Employees’ Portion”);
- 22 3. Appointing Phoenix Settlement Administrators (“Phoenix”) as the Administrator, to handle
23 the administration of the Settlement;
- 24 4. Directing Defendant to fund the Gross Settlement Amount, and directing the Administrator to
25 distribute payments in accordance with the Settlement Agreement;
- 26 5. Directing the mailing of Individual PAGA Payment checks to the Aggrieved Employees
27 along with the Cover Letter, which is substantially similar in content and form to that

1 attached as “**EXHIBIT A**” to the [Proposed] Order and Judgment Granting Approval of
2 Private Attorneys General Act (Cal. Labor Code § 2698, *Et Seq.*) Settlement Agreement and
3 Award of PAGA Counsel Fees Payment, General Release Fee, and Administration Expenses
4 Payment (“[Proposed] Order and Judgment”) filed concurrently herewith;

- 5 6. Awarding \$7,500.00 each, to Plaintiffs Alfredo Salazar and Ana Nunez (totaling, \$15,000.00)
6 as their General Release Fee;
- 7 7. Awarding up to \$10,000.00 to the Administrator as Administration Expenses Payment; and
- 8 8. Awarding to Lawyers for Justice, PC and KJT Law Group, LLP (“PAGA Counsel”) the
9 amount of \$302,750.00 as compensation for reasonable attorneys’ fees (“PAGA Counsel
10 Fees Payment”) and the amount of \$16,028.62 for reimbursement of litigation costs and
11 expenses (“PAGA Counsel Litigation Expenses Payment”), pursuant to California Labor
12 Code section 2699(g)(1).

13 Unless otherwise specified, all citations and references to the Private Attorneys General Act of
14 2004, California Labor Code sections 2698, *et seq.* are to the version of statute prior to the recent
15 amendment effective July 1, 2024; the amended statute does not apply to the above-captioned action and
16 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.

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

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

22 This motion will be based upon the following Memorandum of Points and Authorities, the
23 Settlement Agreement, the Declarations of PAGA Counsel (Brittany Shaw) and Plaintiffs Alfredo
24 Salazar and Ana Nunez in support thereof, as well as the pleadings and other records on file with the
25 Court in this matter, and such evidence and oral argument as may be presented at the hearing on this
26 motion.

27 ///

Dated: October 24, 2024

LAWYERS for JUSTICE, PC

By: 

Brittany Shaw
Attorneys for Plaintiff
Alfredo Salazar

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MEMORANDUM OF POINTS AND AUTHORITIES

I. SUMMARY OF MOTION

Plaintiffs Alfredo Salazar (“Plaintiff Salazar”) and Ana Nunez (“Plaintiff Nunez”) (together, the “Plaintiffs”) seek approval of the Private Attorneys General Act Settlement Agreement (“Settlement,” “Agreement,” or “Settlement Agreement”) entered into between Plaintiffs, individually and on behalf of the State of California with respect to Aggrieved Employees, and Defendant Cast Parts Inc., erroneously sued by Plaintiff Salazar as CPP-City of Industry Parts, Inc. and erroneously sued by Plaintiff Nunez as Cast Parts, Inc. dba Consolidation Precision Products (“Defendant,” “CPI,” or “Company”), pursuant to California Labor Code section 2699(l)(2).¹ Plaintiffs and Defendant (together, the “Parties”) have agreed to resolve the above-captioned action, brought pursuant to the Private Attorneys General Act of 2004, California Labor Code section 2698, *et seq.* (“PAGA”), for a Gross Settlement Amount of \$865,000.00.²

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, award the PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, Administration Expenses Payment, and General Release Fee and approve the LWDA PAGA Payment.

The Settlement Agreement and moving and supporting papers for this motion are being concurrently submitted to the LWDA and Plaintiffs now move 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 Brittany Shaw at paragraphs 8 to 20.

¹ The Private Attorneys General Act Settlement Agreement (“Settlement Agreement”) is attached as “**EXHIBIT 1**” to the Declaration of Brittany Shaw.

² Settlement Agreement, § 3.1. The Gross Settlement Amount is subject to possible increase pursuant to Section 4.1 of the Settlement Agreement.

³ The Court is referred to the concurrently-filed Proof of Service, which confirms submission of the papers to the LWDA.

1 **III. SUMMARY OF THE SETTLEMENT TERMS**

2 **A. Scope of the Settlement**

3 If the Court grants approval of the Settlement, Plaintiffs and the State of California with respect to
4 Aggrieved Employees⁴ will release the Released Parties⁵ from the Released PAGA Claims⁶.

5 **B. Funding and Distribution of the Gross Settlement Amount**

6 Under the terms of the Settlement Agreement, Defendant will pay a Gross Settlement Amount of
7 \$865,000.00⁷, which is inclusive of the following: (1) PAGA Counsel Fees Payment to be paid to
8 Lawyers for Justice, PC and KJT Law Group, LLP (“PAGA Counsel”), (2) General Release Fee to
9 Plaintiffs, (3) Administration Expenses Payment to be paid to the Administrator, and (4) Net Settlement
10 Amount to be paid to the California Labor and Workforce Development Agency (“LWDA”) and
11 Aggrieved Employees. The LWDA PAGA Payment Amount will be the Gross Settlement Amount less
12 the Court-approved PAGA Counsel Fees Payment, Administration Expenses Payment, and General
13 Release Fee; the Net Settlement Amount is currently estimated to be no less than \$521,221.38.⁸ The Net
14 Settlement Amount will be distributed as follows: 75% of the Net Settlement Amount (or approximately
15 \$390,916.04) will be distributed to the LWDA (“LWDA PAGA Payment”) and 25% of the Net
16 Settlement Amount (or approximately \$130,305.34) (“Employees’ Portion”) will be distributed to the
17 Aggrieved Employees on a *pro rata* basis, based on their PAGA Pay Periods.⁹

18 Within 14 days of the Court’s order granting approval of the Settlement, Defendant will transmit
19 the Gross Settlement Amount to a qualified settlement account established by the Administrator for
20 administration of the Settlement.¹⁰ No later than 14 calendar days after the Court’s order granting
21 approval of the Settlement, Defendant will provide the Administrator with the Aggrieved Employee Data
22 in the form of a Microsoft Excel Spreadsheet, containing the Aggrieved Employees’ first and last name,
23 last-known mailing address, last-known telephone number, Social Security number, start and end dates of

24 ⁴ Settlement Agreement, § 3, and Shaw Decl., ¶ 19. “PAGA Period” is defined as the period of November 4, 2019,
through June 25, 2024. *Id.*, § 1.23.

25 ⁵ The definition of the “Released Parties” is set forth in the Settlement Agreement, § 1.28

26 ⁶ The definition of the “Released Claims” is set forth in the Settlement Agreement, § 5

27 ⁷ Settlement Agreement, § 3.1, Shaw Decl., ¶ 20, and see footnote 2.

28 ⁸ *Id.*, § 3.

⁹ Settlement Agreement, § 3.2.4.1.

¹⁰ Settlement Agreement, § 4.4

employment by Defendant in California as a non-exempt employee, and number of PAGA Periods.¹¹

Within 14 days after the Administrator receives the Aggrieved Employee Data and Gross Settlement Amount, the Administrator will mail the agreed-upon Cover Letter¹² and Individual PAGA Payment checks¹³ (together, the “PAGA Settlement Package(s)”) to all Aggrieved Employees by first-class United States mail.¹⁴ For each PAGA Settlement Package that is returned as undeliverable within 30 calendar days of the initial mailing, the PAGA Settlement Administrator will 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.¹⁵

Within 14 days after the Administrator receives the Aggrieved Employee Data and Gross Settlement Amount, the Administrator will mail the LWDA PAGA Payment, the Administration Expenses Payment, the PAGA Counsel Fees Payment, and PAGA Counsel Litigation Expenses Payment; however, disbursement of the PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment shall not precede disbursement of Individual PAGA Payments.¹⁶

The Individual Settlement Share checks issued to Aggrieved Employees will remain valid for 180 days, and thereafter, will be canceled.¹⁷ 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 PAGA Payment(s).¹⁸

C. Standards for Approval of PAGA Settlement

The PAGA allows an “aggrieved employee” to bring a civil action on behalf of the State of

¹¹ *Id.*, § 4.3.

¹² The Parties have prepared a simple Cover Letter for transmission to the Aggrieved Employees along with their Individual PAGA Payment checks, substantially in the form attached as “EXHIBIT A” to the [Proposed] Order and Judgment and as “EXHIBIT C” to the Settlement Agreement. The Cover Letter informs the Aggrieved Employees about the Actions and the Settlement.

¹³ Each Aggrieved Employee’s share of the Employees’ Portion (“Individual PAGA Payment”), will be calculated by the Administrator based on their PAGA Pay Periods. *Id.*, § 3.2.4.1. The payments to Aggrieved Employees for their Individual PAGA Payments are considered 100% penalties to be reported on IRS Form 1099, if required. *Id.*, § 3.2.4.2.

¹⁴ *Id.*, § 4.5.1.

¹⁵ *Id.*, § 4.5.2.

¹⁶ *Id.*, § 4.5.

¹⁷ *Id.*, § 4.5.1.

¹⁸ *Id.*, § 4.5.1.

California to recover civil penalties that normally the LWDA can pursue on behalf of employees against an employer without employees' involvement or approval. 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.¹⁹ Before bringing a civil action under PAGA, an employee must comply with California Labor Code section 2699.3. See Cal. Lab. Code § 2699(a). Plaintiffs have complied.

The settlement of a PAGA action requires court approval. See Cal. Lab. Code § 2699(l)(2). However, a PAGA claim asserted on a non-class representative basis and is not a class action but a law enforcement action.²⁰ 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.²¹

In a PAGA case, the court's focus is not the monetary amount which aggrieved employees or the State stand to receive, but instead, whether the total settlement amount achieves the PAGA's objectives. The purpose of the PAGA 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."

¹⁹ *Robinson v. Southern Counties Oil Co.* (2020) 53 Cal.App.5th 476 (aggrieved employee cannot opt out of a PAGA settlement); *Williams v. Superior Court* (2017) 3 Cal.5th 531, 546-548 ("[A] PAGA action is a statutory action for penalties brought as a proxy for the State," "whatever personal claims the absent employees might have for relief are not at stake[.]" as such, "there is no 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 (Unnamed employees need not be given notice); *Arias v. Superior Court* (2009) 46 Cal.4th 969, 984-86 (Same).

²⁰ *Casida v. Sears Holdings Corp.* (E.D. Cal. Jan. 26, 2012) 2012 WL 253217, at *3; *Thomas v. Aetna Health of Cal., Inc.* (E.D. Cal. June 2, 2011) 2011 WL 2173715, at *11; *Arias, supra*, 46 Cal.4th at 980-88 (affirming lower court's holding that "plaintiff need not satisfy class action requirements" to assert a PAGA claim); *Pedroza v. PetSmart, Inc.* (C.D. Cal. Jan. 28, 2013) 2013 WL 1490667, at *15; *Amalgamated Transit Union, Local 1756, AFL-CIO v. Superior Court* (2009), 46 Cal.4th 993, 1003; see also *Iskanian v. CLS Transportation Los Angeles, LLC* (2014) 58 Cal.4th 348, 381.

²¹ Shaw Decl., ¶ 7. 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.

See *Ochoa-Hernandez*, *supra*, 2010 WL 1340777, at *4 (citing *Arias*, *supra*, 46 Cal.4th at 986). Penalties recovered under the 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.” See Cal. Lab. Code § 2699(j).

IV. THE SETTLEMENT IS FAIR AND SHOULD BE APPROVED

The Settlement resulted from hard-fought negotiations, fulfills the objectives of the PAGA statute, 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 and the involvement of a neutral mediator, Eve Wagner, Esq.²² 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 Brittany Shaw, the Settlement is presumptively fair because: (1) it is the product of adversarial non-collusive, and arm’s-length negotiations with the assistance 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.²³

Based on all of the information available to the Parties, 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.²⁴ PAGA Counsel has extensive experience handling representative and class action wage-and-hour litigation and used that experience to achieve a settlement recovery for Plaintiffs, the State of California, and the Aggrieved Employees.²⁵ Therefore, the Court should give considerable

²² Shaw Decl., ¶ 22.

²³ *Id.*, ¶¶ 8-17, 26-36.

²⁴ *Id.*, ¶ 36.

²⁵ *Id.*, ¶¶ 2-6.

weight to the competency, 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.²⁶

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

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 Brittany Shaw at paragraphs 26-36.

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

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 and considered thousands of pages of information, documents, and data relevant to Plaintiffs' claim and Defendant's defenses thereto.²⁷ The Parties thoroughly and sufficiently evaluated the PAGA claim and related allegations, including, and not limited to, calculating the potential monetary recovery under PAGA.²⁸ PAGA Counsel performed other work as well, which is discussed in the Declaration of Brittany Shaw.²⁹

Had the case not settled, the Parties would have proceeded with arbitration, 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 arbitration and then eventually to prepare the case for trial. From the inception of this litigation, Defendant indicated that it would aggressively litigate this case.³⁰ Even if Defendant failed on its defenses, Plaintiff would

²⁶ 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 (recommendations of 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").

²⁷ Shaw Decl., ¶ 23.

²⁸ *Ibid.*

²⁹ Shaw Decl., ¶ 23.

³⁰ *Id.*, ¶¶ 26-36.

inevitably face other challenges in arbitration and court. For example, Plaintiff's individual claims have been compelled to arbitration and the representative PAGA Claim stayed during the pendency of arbitration, which impacts the viability of adjudication. Aside from this challenge, Defendant would have likely sought bifurcation of discovery and/or trial of the PAGA claim — multiple courts have taken such an approach, for example, limiting discovery or trial of the issues to the plaintiff. Further, litigating a complex PAGA action is inherently expensive, and the litigation could continue beyond entry of judgment if either party were to appeal adverse rulings.³¹ There is a real possibility that Plaintiffs could recover nothing, either for themselves or on behalf of the State of California or other Aggrieved Employees 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.

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. Plaintiffs and their counsel recognize the expense and length of continued proceedings necessary to pursue the matter through trial and any possible appeals.³² Plaintiffs and their 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.³³ Plaintiffs and their 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 for, and the right to recover, penalties on behalf of Plaintiffs, the State of California, and other Aggrieved

³¹ *Id.*, ¶¶ 23, 35-36.

³² Shaw Decl., ¶¶, 35-36.

³³ *Ibid.*

Employees.³⁴ Plaintiffs and their 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.³⁵

Considering all of the facts in this case, Plaintiffs and their 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.³⁶

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, especially when compared to trial court penalties assessments in contested cases and the settlement of PAGA claims in other cases. 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 PAGA Counsel Favor Approval of the Settlement

PAGA Counsel are highly experienced in complex representative and class action wage-and-hour litigation.³⁷ In the view of PAGA Counsel, 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 risk, delay, and uncertainty of continued litigation and the substantial monetary benefits provided for by the Settlement.³⁸ 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 in an amount of up to 35% of the Gross Settlement Amount, which is \$302,750.00 (assuming the Gross Settlement Amount remains \$865,000.00)³⁹, subject

³⁴ *Id.*, ¶¶ 26-26.

³⁵ *Id.*, ¶ 20.

³⁶ *Id.*, ¶ 36.

³⁷ Shaw Decl., ¶¶ 2-6.

³⁸ *Id.*, ¶¶ 24, 35-36, 39-40.

³⁹ See note 2.

to approval and award by the Court.⁴⁰ The requested attorneys’ fees award is commensurate with: (1) the risk that PAGA Counsel took in bringing and litigating the case, (2) the time, effort, and expense dedicated to the case, (3) the skill and determination that PAGA Counsel has shown, (4) the results that PAGA Counsel has achieved in the case, (5) the value that Plaintiff’s Counsel has achieved in the case, and (6) the other cases that PAGA Counsel has turned down in order to work on this matter.

PAGA Counsel are entitled to recover reasonable 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”). PAGA Counsel are 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.⁴¹ 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] 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 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

⁴⁰ *Id.*, § 3.2.1.

⁴¹ 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).

sum of money,” California courts may calculate attorneys’ fees as a reasonable percentage of the settlement created. 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 the award for attorneys’ fees should be equivalent to fees freely negotiated in the legal marketplace and paid in comparable litigation based on the result achieved and risk incurred. *See Lealao, supra*, 82 Cal.App.4th at 47-50; *Laffitte, supra*, 1 Cal.5th 480 at 503. In cases where the settlement agreement provides that the defendant will pay the plaintiff’s attorneys a percentage of the fund created by the settlement, use of that percentage method is appropriate. *Lealao, supra*, 82 Cal.App.4th at 32. 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 negotiated by a sophisticated attorney and client 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).

PAGA 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.⁴²

PAGA Counsel have performed significant work in this matter, as discussed in the Declaration of Brittany Shaw, with the very real possibility of an unsuccessful outcome and no fee recovery of any

⁴² *See In re Ampicillin Antitrust Litig.* (D.D.C. 1981) 526 F.Supp. 494 (awarding attorneys’ fees in the amount of 45% of the \$7.3 million total settlement amount); *Beech Cinema, Inc. v. Twentieth-Century Fox Film Corp.* (S.D.N.Y. 1979) 480 F.Supp. 1195 (awarding approximately 53% of the settlement as attorneys’ 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 the range of contingency fees in marketplace to be 20%-40% and determined such a percentage fee was appropriate).

kind.⁴³ In the present actions, PAGA Counsel have borne all of the risks and costs of litigation and will not receive any compensation until recovery is obtained.⁴⁴ PAGA Counsel are experienced in complex wage-and-hour litigation and used that experience to obtain a significant settlement recovery for Plaintiffs, the Aggrieved Employees, and the State of California.⁴⁵ Considering the amount of fees requested, work performed, risks incurred, results obtained, and experience of PAGA Counsel in handling similar matters, Plaintiffs maintain that 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

The factors which courts consider in determining whether fee awards are reasonable, all of which support the fee award requested by PAGA Counsel, are: 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. Some of the most relevant factors to this Court's fee determination will be addressed 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 PAGA Counsel's representation and the risks taken in commencing the case, the skill and determination required, the results that PAGA Counsel have achieved, and the value of the settlement that PAGA Counsel have obtained on behalf of Plaintiffs, the Aggrieved Employees, and the State of California. For the reasons discussed herein, an award of attorneys' fees in the amount of 35% of the Gross Settlement Amount is reasonable.

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⁴³ Shaw Decl., ¶¶ 37-38.

⁴⁴ *Id.*, ¶ 38.

⁴⁵ *Id.*, ¶¶ 2-6.

1 **1. Time & Labor**

2 PAGA Counsel have used their experience and skills in litigating complex wage-and-hour
3 actions to bring this matter to a successful conclusion. Prior to commencing this lawsuit, PAGA Counsel
4 conducted a significant amount of investigation into the factual and legal issues, Defendant's business,
5 and its operations and employment policies, practices, and procedures.⁴⁶ During the litigation of the case,
6 PAGA Counsel interviewed and obtained information from Plaintiffs, Defendant, and other sources,
7 conducted legal research, reviewed and analyzed thousands of pages of documents and data, prepared for
8 and participated in mediation and robust settlement discussions, evaluated the PAGA claim, and
9 calculated the potential monetary recovery under PAGA.⁴⁷ Plaintiff's Counsel also met and conferred
10 with Defendant's counsel regarding the pleadings, case management, discovery, arbitration, mediation,
11 and settlement negotiations, among other issues.⁴⁸ Plaintiff's Counsel performed other work including,
12 *inter alia*, case strategy and analysis; and engaging in extensive settlement negotiations.⁴⁹

13 In light of the value of time expended and the carrying of costs involved in this litigation, the
14 requested attorneys' fees award is fair, adequate, and reasonable.

15 **2. The Skill Required to Perform Legal Services Properly**

16 The skill required to properly litigate this case is evident not only in the results achieved, but in
17 the steps necessary to reach the same. Defendant retained highly-respected counsel to represent its
18 defenses. PAGA Counsel's effort and skill were used to, among other things, investigate the allegations
19 and gather facts, research the legal issues, analyze data, documents, and information obtained from
20 Defendant, Plaintiffs, and through other sources, to evaluate the PAGA claim and negotiate the
21 settlement. Despite all of the obstacles that had to be overcome, PAGA Counsel used their extensive
22 experience and skill in the handling of complex wage-and-hour matters to advocate for and obtain a
23 recovery now, with maximum efficiency, as opposed to the possibility of recovery in the future, after
24 significant expense and time.⁵⁰

25 ⁴⁶ Shaw Decl., ¶¶ 23-24.

26 ⁴⁷ Shaw Decl., ¶ 24.

27 ⁴⁸ *Ibid.*

28 ⁴⁹ *Ibid.*

⁵⁰ Shaw Decl., ¶¶ 26-38.

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

2 PAGA Counsel have provided representation on a contingency basis, have borne all of the risks
3 and costs of litigation, and will not receive any compensation until recovery is obtained.⁵¹ If PAGA
4 Counsel had not been successful, the time that they have devoted to litigating the case would have been
5 for naught and would not have produced any fee or any reimbursement of costs or expenses. PAGA
6 Counsel are well-experienced in complex wage-and-hour litigation and used that experience to obtain a
7 great result in this matter.⁵² The skill and determination that PAGA Counsel have shown throughout the
8 prosecution of the case justifies the requested attorneys' fees and costs. Considering the amounts
9 requested, work performed, and risks incurred, the requested fees and costs are reasonable and should be
10 awarded.

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

12 The Settlement represents an excellent resolution of this lawsuit, given the uncertainty and risks
13 of further litigation.⁵³ Had the case not settled, Defendant would have vigorously defended the actions,
14 and would have challenged manageability and liability, and also sought a reduction in the amount
15 assessed as civil penalties. Defendant, however, faced risks too, including and not limited to, the risk of
16 trial and the risk of having the Court assess civil penalties. Additionally, preparing for trial would have
17 been extraordinarily expensive for the Parties. At this stage, the settlement is preferred over continued
18 litigation because such resolution saves time and money that would otherwise go to litigation. The risks
19 and expenses of further litigation outweighed any benefit that might have been gained otherwise. The
20 Settlement provides an immediate recovery and avoids an uncertain result in the future and additional
21 risk, expense, and delay (e.g., arbitration, prolonged expert discovery, trial preparation, and appellate
22 review of those proceedings).

23 The results achieved, in light of the difficulties inherent in similar cases and the specific
24 difficulties faced in this case, are considerable. PAGA Counsel obtained a settlement that provides for a
25 Gross Settlement Amount of \$865,000.00, and it is currently estimated that the Net Settlement Amount

26 ⁵¹ *Id.*, ¶¶ 38.

27 ⁵² See Shaw Decl., ¶¶ 2-6.

28 ⁵³ *Id.*, ¶¶ 26-36.

1 available for distribution to the Aggrieved Employees and the State of California, is approximately
2 \$521,221.38.⁵⁴

3 **5. *The Reputation and Ability of the Attorneys***

4 PAGA Counsel are recognized class action and complex litigation law firms, and their attorneys
5 employed their knowledge, skill, and experience to bring the case to a successful conclusion. PAGA
6 Counsel have years of wage-and-hour class action and complex litigation experience, have recovered
7 millions of dollars on behalf of thousands of individuals in California, and have successfully handled
8 numerous significant wage-and-hour class action and representative action cases.⁵⁵

9 **VI. REIMBURSEMENT OF PAGA COUNSEL'S LITIGATION COSTS AND EXPENSES**
10 **SHOULD BE APPROVED**

11 The Settlement provides for reimbursement of litigation costs and expenses of up to \$25,000.00.
12 As set forth in the Declaration of Brittany Shaw, PAGA Counsel seeks reimbursement of \$16,028.62 in
13 litigation costs and expenses.⁵⁶ These expenses were reasonable and necessary in the prosecution of this
14 matter and to obtain the Settlement, and is less than the maximum amount allocated under the Settlement
15 Agreement.⁵⁷ The cost savings of \$8,971.38 will be part of the Net Settlement Amount.⁵⁸ Accordingly,
16 the Court is requested to award reimbursement of litigation costs and expenses to PAGA Counsel in the
17 amount of \$16,028.62.

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

19 As set forth in the Settlement Agreement, the Parties have agreed to retain, subject to approval by
20 the Court, Phoenix Settlement Administrators to handle the administration of the Settlement. The fees
21 and expenses of the Administrator are estimated not to exceed \$10,000.00. These costs include, but are
22 not limited to, expenses for preparing, translating, printing, and mailing the Cover Letter and Individual
23 PAGA Payment checks to the Aggrieved Employees (i.e., PAGA Settlement Packages); performing
24 skip-trace searches; re-mailing the returned PAGA Settlement Packages; and handling inquiries from

25 ⁵⁴ Settlement Agreement, § 3.2.4. and see footnote 2.

26 ⁵⁵ Shaw Decl., ¶¶ 2-6.

27 ⁵⁶ Shaw Decl., ¶ 38.

28 ⁵⁷ Ibid.

⁵⁸ Ibid.

Aggrieved Employees regarding the Settlement, among other things. Accordingly, the Court should grant approval of the Administration Expenses Payment in the amount of up to \$10,000.00 to Phoenix Settlement Administrators, 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 be paid to each Plaintiffs in the amount of \$7,500.00 for their broader individual waiver and release of claims with a California Civil Code Section 1542 waiver (set forth in Section 5 of the Settlement Agreement).⁵⁹ It is reasonable and just for Plaintiffs to each receive this payment. Plaintiffs contributed considerable time and effort to the litigation of these actions in order to enforce the California Labor Code on behalf of the State of California and for the benefit of other Aggrieved Employees. Plaintiffs discussed their employment with their counsel, gathered and produced relevant documents and information, and provided the facts and evidence necessary to attempt to prove the allegations.⁶⁰ For example, Defendant propounded discovery requests on Plaintiffs, and Plaintiffs spent time reviewing said discovery requests and providing information and documents in response thereto.⁶¹ Defendant also filed a Motion to Compel Arbitration where Plaintiff Salazar spent time reviewing and providing information and documents in response thereto.⁶² Plaintiffs were available whenever their counsel needed them and tried to obtain and provide documents and information that would aid in the litigation of the PAGA claim and pursuit of recovery on behalf of the State of California and Aggrieved Employees.⁶³

IX. CONCLUSION

For the reasons discussed above and in the accompanying declarations, the Court is respectfully requested to approve the Settlement, including the plan of allocation and distribution of the Gross Settlement Amount.

⁵⁹ Settlement Agreement, §§ 3.2.2. & 5. 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.

⁶⁰ Shaw Decl., ¶ 39; Declaration of Alfredo Salazar (“Salazar Decl.”), ¶¶ 3 & 4.

⁶¹ Shaw Decl., ¶ 39; Salazar Decl., ¶¶ 3 & 4.

⁶² Salazar Decl., ¶¶ 3 & 4..

⁶³ Shaw Decl., ¶ 39; Salazar Decl., ¶¶ 3 & 4.

1 Dated: October 24, 2024

LAWYERS for JUSTICE, PC



By:

Brittany Shaw
Attorneys for Plaintiffs

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Make a Reservation

ALFREDO SALAZAR, INDIVIDUALLY, AND ON BEHALF OF OTHER AGGRIEVED EMPLOYEES PURSUANT TO THE CALIFORNIA PRIVATE ATTORNEYS GENERA vs CPP-CITY OF INDUSTRY CAST PARTS, INC. AN UNKNOWN BUSINESS ENTITY, et al.

Case Number: 21PSCV00014 Case Type: Civil Unlimited Category: Other Employment Complaint Case
Date Filed: 2021-01-07 Location: Pomona Courthouse South - Department O

Reservation

Case Name:

ALFREDO SALAZAR, INDIVIDUALLY, AND ON BEHALF OF OTHER AGGRIEVED EMPLOYEES PURSUANT TO THE CALIFORNIA PRIVATE ATTORNEYS GENERA vs CPP-CITY OF INDUSTRY CAST PARTS, INC. AN UNKNOWN BUSINESS ENTITY, et al.

Case Number:

21PSCV00014

Type:

Motion re: (Plaintiff's Motion for Approval of Private Attorneys General Act Settlement Agreement)

Status:

RESERVED

Filing Party:

Alfredo Salazar, individually, and on behalf of other aggrieved employees pursuant to the California Private Attorneys General Act (Plaintiff)

Location:

Pomona Courthouse South - Department O

Date/Time:

01/09/2025 10:00 AM

Number of Motions:

1

Reservation ID:

516546408269

Confirmation Code:

CR-RZPHUODCBCQRMSHNJ

Fees

Description	Fee	Qty	Amount
Motion re: (name extension)	0.00	1	0.00
TOTAL			\$0.00

Payment

Amount:

\$0.00

Type:

NOFEE

Account Number:

n/a

Authorization:

n/a

Payment Date:

n/a

 Print Receipt

 [Reserve Another Hearing](#)