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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

TAMIKO BROOKS and ALYSSA WEBB, as
individuals and on behalf of all others similarly
situated,

Plaintiffs,

v.

HOME CARE ASSISTANCE OF
CALIFORNIA, LLC, a Delaware Limited
Liability Company; HOME CARE
ASSISTANCE, INC., a California
Corporation; HOME CARE ASSISTANCE,
LLC, a Delaware Limited Liability Company,
and DOES 1 through 100,

Defendants.

Case No. 21STCV06850

*[Case assigned for all purposes to the Hon.
Doreen B. Boxer, Dept. 19]*

**PLAINTIFFS' NOTICE OF MOTION
AND MOTION FOR SETTLEMENT
APPROVAL OF CLAIMS BROUGHT
UNDER THE PRIVATE ATTORNEYS
GENERAL ACT, REASONABLE
ATTORNEYS' FEES AND COSTS, AND
REPRESENTATIVE ENHANCEMENT
PAYMENT**

RESERVATION ID 600106760667

Date: July 8, 2025
Time: 8:30 a.m.
Dept.: 19

Action Filed: February 22, 2021
Trial Date: None Set

TO THE COURT, ALL PARTIES, AND THEIR ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE that on July 8, 2025 at 8:30 a.m., or as soon thereafter as the matter may be heard, in Department 19 of the Los Angeles County Superior Court, located at the Stanley Mosk Courthouse, 111 North Hill Street, Los Angeles, California 90012, Plaintiffs Tamiko Brooks and Alyssa Webb (collectively, “Plaintiffs”), individually and on behalf of other PAGA Aggrieved Employees, will and hereby do move this Court for entry of an Order as follows:

1. Granting approval pursuant to Labor Code § 2699(l) of the parties’ proposed PAGA Settlement Agreement of claims brought by Plaintiffs pursuant to the Private Attorneys General Act of 2004, California Labor Code § 2698 *et seq.*;
2. Appointing ILYM Group, Inc. (“ILYM”) as the third-party Settlement Administrator, and approving an award of \$29,950.00 in anticipated costs to ILYM for its settlement administration services;
3. Approving as to form and content the proposed Notice of PAGA Settlement and Release of Claims (“PAGA Notice”), and directing that it be distributed to the PAGA Aggrieved Employees pursuant to the terms of the PAGA Settlement Agreement;
4. Directing the distribution of the Gross Settlement Amount (\$3,700,000.00) pursuant to the terms of the PAGA Settlement Agreement;
5. Approving an award of one-third of the Gross Settlement Amount (\$1,233,333.33) in attorneys’ fees to Haines Law Group, APC and Justice Law Corporation as Plaintiffs’ counsel;
6. Approving an award of \$52,515.30 in actual litigation costs reimbursement to Plaintiffs’ counsel;
7. Approving PAGA Representative Service Payments of \$5,000.00 to each Plaintiff (\$10,000.00 total) for their service to the PAGA Aggrieved Employees and the State of California; and
8. Approving the payment of \$2,374,201.37 to the California Labor & Workforce Development Agency for its 75% share of PAGA civil penalties.

1 This Motion is based on this Notice, the attached Memorandum of Points and Authorities;
2 the declarations of Andrew J. Rowbotham, Paul K. Haines, Fletcher W. Schmidt, Susan J. Perez
3 of Haines Law Group, APC and Douglas Han of Justice Law Corporation, Plaintiffs Tamiko
4 Brooks and Alyssa Webb, and Anthony Rogers of ILYM, and all exhibits attached thereto; the
5 PAGA Settlement Agreement; all other pleadings and papers on file in this action; and on any
6 further oral or documentary evidence or argument presented at the time of hearing.

7
8 Dated: March 19, 2025 Respectfully Submitted,
HAINES LAW GROUP, APC

9 By: 
10 Andrew J. Rowbotham
11 Attorneys for Plaintiffs
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1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. INTRODUCTION**

3 Plaintiffs Tamiko Brooks (“Plaintiff Brooks”) and Alyssa Webb (“Plaintiff Webb”)|
4 (collectively, “Plaintiffs”), both “aggrieved employees” under the Private Attorneys General Act,
5 California Labor Code § 2698 *et seq.* (“PAGA”), respectfully move this Court for an Order
6 granting approval of the PAGA Settlement Agreement (the “Settlement Agreement” or
7 “Settlement”)¹ entered into between Plaintiffs and Defendant TheKey of California, LLC f/k/a
8 Home Care Assistance of California, LLC (“Defendant”).

9 The proposed Settlement provides for Defendant's payment of a non-reversionary Gross
10 Settlement Amount (“GSA”) of \$3,700,000.00 to resolve Plaintiffs' representative PAGA claim
11 brought on behalf of the State of California and all 13,371 PAGA Aggrieved Employees. These
12 employees include Defendant’s current and former non-exempt caregiver employees who worked
13 in California between August 21, 2019, and June 21, 2024 (the “PAGA Period”). Importantly,
14 this Settlement covers only civil penalties under PAGA. Apart from Plaintiffs, no PAGA
15 Aggrieved Employees will release their individual wage and hour claims.

16 After deducting attorneys’ fees (\$1,233,333.33), attorneys’ costs (\$52,515.30), Plaintiffs'
17 PAGA Representative Service Payments (\$5,000.00 each, totaling \$10,000.00), and settlement
18 administration costs (\$29,950.00), the Settlement allocates \$1,780,651.03 to the LWDA,
19 representing its 75% share of civil penalties under Labor Code § 2699(i). Approximately
20 \$593,550.34 will be distributed to the PAGA Aggrieved Employees.

21 The Settlement represents a reasonable recovery for the State of California and the PAGA
22 Aggrieved Employees, as it is limited solely to civil penalties under PAGA arising from Plaintiffs’
23 operative complaint and LWDA letters. The requested attorneys' fees and costs, Plaintiffs' PAGA
24 Representative Service Payments, and settlement administration costs are all fair and reasonable
25

26
27 ¹ The Settlement Agreement is attached as Exhibit 1 to the Declaration of Andrew J. Rowbotham
28 (“Rowbotham Decl.”), filed concurrently with this Motion. The Notice of PAGA Settlement and
Release of Claims (“PAGA Notice”) is attached as Exhibit 2 to the Rowbotham Decl. *See*
Rowbotham Decl., ¶ 13.

1 and continued litigation could have resulted in a reduced or no recovery. Accordingly, the Court
2 should approve the Settlement and enter the proposed Judgment and Order submitted herewith.

3 **II. SUMMARY OF THE LITIGATION**

4 **A. The Parties**

5 Defendant provides in-home health care services to elderly individuals throughout
6 California. *See* Rowbotham Decl., ¶ 9. Plaintiff Brooks worked intermittently as a non-exempt
7 Caregiver from 2016 to February 2020, assisting elderly and disabled individuals with daily
8 activities such as meal preparation, laundry, feeding, bathing, dressing, and running errands. *See*
9 Declaration of Tamiko Brooks (“Brooks Decl.”), ¶ 2. Plaintiff Webb worked as a Caregiver until
10 approximately June 2020, assisting disabled individuals with feeding, dressing, laundry, cleaning,
11 driving, medication use, minor medical care, and personal hygiene. *See* Declaration of Alyssa
12 Webb (“Webb Decl.”), ¶ 2. Like all PAGA Aggrieved Employees, Plaintiffs were subject to
13 Defendant’s wage and hour policies and practices.

14 **B. Procedural History**

15 Plaintiff Brooks filed this representative PAGA action on February 22, 2021, after
16 submitting a PAGA Notice Letter to the LWDA on December 17, 2020 and exhausting her
17 administrative remedies. Rowbotham Decl., ¶ 10. Similarly, Plaintiff Webb submitted her PAGA
18 Notice Letter on August 21, 2020, and filed her PAGA action, titled *Alyssa Webb v. Home Care*
19 *Assistance, Inc., et. al.*, Santa Clara Case No. 20CV373703 (the “Webb Action”), on November
20 8, 2020. *Id.*

21 The parties engaged in substantial written and deposition discovery until June 15, 2022,
22 when the U.S. Supreme Court issued its decision in *Viking River Cruises, Inc. v. Moriana*
23 (2022) 596 U.S. 639, holding that individual PAGA claims could be compelled to arbitration if
24 required by the arbitration agreement. Rowbotham Decl., ¶ 11. In response, on July 12, 2022,
25 Plaintiff Brooks initiated arbitration for her individual wage and hour claims and individual
26 PAGA claim. *Id.* On December 13, 2022, this PAGA case was stayed pending the California
27 Supreme Court’s decision in *Adolph v. Uber Technologies, Inc.* (2023) 14 Cal.5th 1104
28 (ultimately holding that a representative plaintiff maintains standing to pursue representative

1 PAGA claims pending arbitration of individual claims), and the resolution of Plaintiff Brooks’
2 individual arbitration. *Id.*

3 Before the Brooks arbitration hearing, the parties agreed to attend a global mediation of
4 all outstanding PAGA claims. Rowbotham Decl., ¶ 12. In preparation for mediation, Defendant
5 produced electronic timekeeping and payroll records for all non-exempt employees in California
6 during the PAGA Period, along with all applicable handbooks and training materials. *Id.* Plaintiffs
7 then retained an expert to conduct a comprehensive exposure analysis of the PAGA claims. *Id.*

8 On March 22, 2024, the parties participated in private mediation with Hon. Amy D. Hogue
9 (Ret.). During mediation, the Parties debated the legal bases for their claims and defenses, their
10 respective data analyses, and their positions regarding the extent to which the Court might reduce
11 any PAGA penalties recovered. Rowbotham Decl., ¶ 13. Judge Hogue issued a mediator’s
12 proposal, which was ultimately accepted, leading to months of negotiations over the final
13 settlement terms now before this Court for approval.² *Id.*

14 On December 30, 2024, Plaintiff Brooks submitted a Supplemental PAGA Letter to the
15 LWDA, identifying additional Labor Code violations perpetrated by Defendant during the PAGA
16 Period. Rowbotham Decl., ¶ 14, Exhibit 7. With the 65-day exhaustion period now complete, the
17 parties will stipulate to amend the complaint to name Plaintiff Webb as an additional plaintiff and
18 incorporate the claims from the Webb Action along with Brooks’ supplemental allegations into
19 this matter prior to the hearing on this Motion.³ *Id.*

20 **C. Plaintiffs’ Claims and Defendant’s Defenses**

21 Plaintiffs assert that Defendant maintained an unlawful rounding practice that resulted in
22 the underpayment of earned wages to Plaintiffs and other PAGA Aggrieved Employees. *See*
23 Rowbotham Decl., ¶ 15; *see Camp v. Home Depot U.S.A., Inc.* (2022) 84 Cal.App.5th 638
24 (holding that if an employer has the ability to capture the exact amount of time an employee
25

26 ² Concurrently with the filing of this motion, Plaintiffs provided notice of the proposed
27 Settlement, a copy of this motion, and all papers filed in support hereof, to the LWDA. *See*
28 Rowbotham Decl., ¶ 29, Exhibit 3.

³ The Webb Action was dismissed without prejudice on August 14, 2024.

1 worked, it must compensate the employee for all time worked). Plaintiffs contend that Defendant
2 recorded employee time to the minute then rounded that time in a manner that disproportionately
3 reduced employees' compensable work time. *See* Rowbotham Decl., ¶ 15. As a result, Plaintiffs
4 allege that this practice led to unpaid minimum and overtime wages. *Id.* Defendant maintains that
5 the timekeeping system in place during the PAGA Period was neutral on its face and operated in
6 a non-discriminatory manner, consistent with the standard set forth in *See's Candy Shops, Inc. v.*
7 *Superior Court* (2012) 210 Cal.App.4th 889. *Id.*

8 Plaintiffs assert that Defendant failed to provide uninterrupted 30-minute meal periods
9 commencing before the end of the fifth hour of work, second 30-minute meal periods before the
10 end of the tenth hour of work, and 10-minute rest periods for every four hours worked or major
11 fraction thereof. *See* Rowbotham Decl., ¶ 16. Specifically, caregivers were regularly unable to
12 leave their clients unattended in their home and were therefore forced to take their meal period
13 while working or forego their breaks altogether. *Id.* Defendant admits that it did not require
14 employees to record meal periods during the PAGA Period, as caregivers were subject to on-duty
15 meal agreements and exempt from California's meal and rest period requirements under the
16 personal attendant exemption in Wage Order 15. *Id.*; *see also* Wage Order 15 § 1(B) ("Except
17 as provided in Sections 1 [applicability of order], 2 [definitions], 4 [minimum wages], 10 [meals
18 and lodging], and 15 [penalties], the provisions of this order shall not apply to personal
19 attendants.")).⁴ However, Defendant disputes that caregivers were not provided meal periods
20 during the shift, and that in practice, employees were able to take meal periods as tasks were
21 completed. *Id.* As to rest periods, Defendant argues that caregivers were regularly authorized to
22 take rest periods throughout the workday and contends that Plaintiffs lack documentary evidence
23 to substantiate alleged rest period violations. *See* Rowbotham Decl., ¶ 16.

24 Plaintiffs allege that Defendant failed to reimburse Plaintiffs and PAGA Aggrieved
25 Employees for the use of their personal cell phones for essential work-related duties. *See*

26
27 ⁴ Defendant maintains that its employees qualify as personal attendants because their job duties
28 align with the definition found in Wage Order 15 § 2(J). Specifically, employees spend more than
80% of their time supervising, feeding, or dressing individuals who require assistance due to age,
physical disability, or mental deficiency. *See* Rowbotham Decl., ¶ 16.

Rowbotham Decl., ¶ 17. Specifically, Plaintiffs contend that Defendant required employees to download and use the “Home Care” application (or access the web-based homepage) to clock in and out, receive schedules, communicate with supervisors, and report mileage, yet failed to reimburse employees for a reasonable portion of their monthly cell phone expenses. *See Cochran v. Schwan’s Home Service, Inc.* (2014) 228 Cal.App.4th 1137 (holding that if an employee is required to use a personal cell phone for work purposes, the employer must reimburse a reasonable portion of the cost). Defendant disputes these allegations, asserting that caregivers were not required to use the Home Care application to clock in and out, as they had the alternative option of using a client’s home phone. Rowbotham Decl., ¶ 17. Defendant further argues that the application was provided as a convenience rather than a requirement. *Id.* Additionally, Defendant maintains that it had a written policy requiring reimbursement for all reasonable and necessary business expenses, and to the extent that any expenses were not reimbursed, it was due to employees failing to submit reimbursement requests. *Id.*

Plaintiffs assert that Defendant’s failure to pay all minimum wages, overtime wages, and meal and rest period premiums resulted in additional violations, including the failure to issue accurate itemized wage statements and maintain accurate employment records. *See Rowbotham Decl., ¶ 18.* Plaintiffs also contend Defendant perpetrated additional Labor Code violations during the PAGA Period including failing to pay for time spent undergoing mandatory COVID-19 screenings, failing to pay all required reporting time pay, failing to pay sick pay, vacation pay, reporting time pay, and waiting time penalties at the correct rate, and failing to provide adequate seating and permit their use when not engaged in active duties during the workday. *Id.* Defendant contends that any derivative PAGA claims under Labor Code § 226 would be duplicative and unlikely to result in any additional civil penalties under PAGA. *Id.* Defendant further argues that, given its asserted good faith defenses, this Court would likely exercise its discretion to substantially reduce any PAGA penalties awarded. *Id.*

III. THE PROPOSED SETTLEMENT

A. “PAGA Aggrieved Employees” Defined

PAGA Aggrieved Employees are defined as all Defendant’s current and former non-

exempt caregiver employees in California who worked at any time during the PAGA Period. *See* Settlement, § 1.4.

B. Essential Terms Of The Settlement

Defendant will pay a GSA of \$3,700,000.00. *See* Settlement, § 1.10, 3.1. After deducting amounts for requested attorneys’ fees and costs, Plaintiffs’ PAGA Representative Service Payments, and settlement administration costs, the remaining Net Settlement Amount (“NSA”) distributable to the PAGA Aggrieved Employees and the LWDA is estimated to be \$2,374,201.37. *See id.*, §§ 1.15, 3.2.1-4. The monetary terms of the Settlement are as follows:

Gross Settlement Amount:	\$3,700,000.00
Minus Court-approved attorneys’ fees (1/3):	\$1,233,333.33
Minus Court-approved attorneys’ costs:	\$52,515.30
Minus Court-approved PAGA Representative Service Payments:	\$10,000.00
Minus settlement administrator costs:	\$29,950.00
Net Settlement Amount:	\$2,374,201.37
LWDA’s 75% Share:	\$1,780,651.03
Total Paid to PAGA Aggrieved Employees:	\$593,550.34

1. Attorneys’ Fees and Costs

Plaintiffs’ counsel requests one-third of the GSA (\$1,233,333.33) in attorneys’ fees, and \$52,515.30 in actual litigation costs. *See* Rowbotham Decl., ¶ 19, Exhibit 4⁵; Declaration of Douglas Han (“Han Decl.”) ¶ 20, Exhibit 3; Settlement, §§ 1.15, 3.2.1.

2. Settlement Administration Costs

The parties agree to engage ILYM Group, Inc. (“ILYM”) as the third-party settlement administrator. *See* Settlement, §§ 1.2, 3.2.2, 7.1. ILYM shall be responsible for calculating the settlement checks and mailing the settlement checks and PAGA Notice to the PAGA Aggrieved Employees, among other duties. *Id.*, §§ 4.2-4.4.4. ILYM estimates incurring \$29,950.00 in costs in connection with the administration of this settlement. *See* Declaration of Anthony Rogers (“Rogers Decl.”), Exhibit B.

⁵ HLG’s costs reflect \$30,391.95 as of March 18, 2025. JLC’s costs reflect \$22,004.29 as of March 17, 2025. In addition to these costs, HLG has included \$119.06 as expected future costs for the filing and service of this Motion.

1 **3. Plaintiffs' PAGA Representative Service Payments**

2 Plaintiffs also request PAGA Representative Service Payments of \$5,000.00 each
3 (\$10,000.00 total) in recognition of their efforts to initiate this case, their contributions to the
4 prosecution of this case, and their efforts in bringing this case to a successful resolution.
5 Settlement, §§ 1.28, 3.2.4; Brooks Decl., ¶¶ 4-5; Webb Decl., ¶¶ 5-12.

6 **4. Payment to the LWDA and PAGA Aggrieved Employees**

7 The entire NSA is designated as PAGA civil penalties. *See* Settlement, §§ 1.15, 3.2.3. In
8 accordance with Labor Code § 2699(i), 75% of the NSA (\$1,780,651.03) will be distributed to
9 the LWDA and 25% (\$593,550.34) will be allocated to the PAGA Aggrieved Employees. *Id.*
10 § 3.2.3; *see also* Labor Code § 2699(i). Individual payments to the PAGA Aggrieved Employees
11 will be reported on IRS Form 1099-MISC, as all amounts distributed under Labor Code § 2699
12 constitute civil penalties and are not subject to payroll taxes or withholdings. *See* Settlement,
13 § 3.2.3.2. Payments will be apportioned based on the number of pay periods worked during the
14 PAGA Period, calculated by dividing the total 25% share of PAGA penalties by the total number
15 of pay periods worked by all PAGA Aggrieved Employees and multiplying that result by each
16 employee's individual pay periods worked. *Id.*, § 3.2.3.1.

17 There are approximately 605,000 aggregate pay periods worked by the estimated 13,371
18 PAGA Aggrieved Employees during the PAGA Period. *See* Settlement, § 4.1. As a result, in
19 addition to the \$1,780,651.03 payment to the State of California, the estimated average payment
20 to PAGA Aggrieved Employees is approximately \$44.39. Individual payments will range from a
21 minimum of approximately \$0.98 for those who worked only one pay period during the PAGA
22 Period to a maximum of approximately \$123.62 for those who worked the entire PAGA Period
23 (approximately 126 bi-weekly pay periods).

24 **5. Funding of the Settlement**

25 Defendant will deposit the GSA within sixty-five (65) calendar days after the Court grants
26 approval of the Settlement, assuming no objections or appeals. *See* Settlement, §§ 1.9, 4.3. Within
27 ten (10) business days after the Court grants approval of the Settlement, Defendant will provide
28 ILYM with a list of PAGA Aggrieved Employees, including their full names, mailing addresses,

1 telephone numbers, Social Security numbers, and pay period information. *Id.*, §§ 1.5, 4.2. Within
2 10 business days of the GSA funding, ILYM will mail the Individual PAGA Payments, along
3 with an explanatory letter, to the PAGA Aggrieved Employees via First-Class U.S. Mail. See
4 Settlement, §§ 4.4; 4.4.1.

5 **IV. ARGUMENT**

6 **A. Standards for Approval of a PAGA Settlement**

7 A PAGA settlement requires court approval to ensure it aligns with PAGA’s purpose. *See*
8 Labor Code § 2699(l) (“[T]he court shall review and approve any penalties sought as part of a
9 proposed settlement agreement.”). Settlement is inherently a compromise, balancing potential
10 recovery against the risks of litigation. *See Officers for Justice v. Civil Service Com.* (9th Cir.
11 1982) 688 F.2d 615, 624-25 (“[T]he very uncertainty of outcome in litigation and avoidance of
12 wasteful and expensive litigation induce consensual settlements.”). Unlike a class action, a PAGA
13 action is a law enforcement mechanism, not a damages claim. *See Mendez v. Tween Brands, Inc.*
14 (E.D. Cal. 2010) *2010 WL 2650571, at 4 (PAGA seeks to protect the public and penalize
15 employers for labor violations).

16 The court’s review of a PAGA settlement differs from class action settlements, as
17 aggrieved employees are not required to receive notice or an opt-out opportunity, nor must courts
18 follow the two-step class action approval process. A court’s review of a PAGA settlement
19 necessarily implicates the following unique features that render the approval process distinct from
20 approval of a class action settlement under C.C.P. § 382 and C.R.C. Rule 3.769.

21 First, in evaluating the adequacy of the settlement amount, the Court’s focus is not
22 concerned with the amount(s) that “PAGA Aggrieved Employees” are to receive, but rather, must
23 focus on the total settlement amount in achieving PAGA’s objective. Indeed, “[t]he remedy
24 sought in a PAGA suit consists of civil penalties, not individual or class damages,” and while a
25 “[PAGA] action is ... designed to protect the public and penalize the employer for past illegal
26 conduct,” a reviewing Court must be mindful of the fact that settlement of a PAGA claim involves
27 a compromise. *Mendez, supra*, 2010 WL 2650571 at *4. “Unlike class actions, these civil
28 penalties are not meant to compensate unnamed employees because the action is fundamentally

1 a law enforcement action.” *Ochoa-Hernandez v. Cjaders Foods, Inc.*, 2010 WL 1340777 at *4
2 (N.D. Cal. Apr. 2, 2010). The Court must not lose sight of the fact that “[u]nlike a class action
3 seeking damages or injunctive relief for injured employees, the purpose of PAGA is to incentivize
4 private parties to recover civil penalties for the government that otherwise may not have been
5 assessed and collected by overburdened state enforcement agencies.” *Id.*

6 Second, consistent with the fact that unnamed employees have no property interest in a
7 PAGA claim,⁶ “[u]nnamed employees need not be given notice of the PAGA claim, nor do they
8 have the ability to opt-out of the representative PAGA claim.” *Ochoa-Hernandez*, 2010 WL
9 1340777 at *5. This renders the approval process of a PAGA settlement distinct from a class
10 action settlement, as there is no need for the Court to employ the “two-step approval process”
11 required under F.R.C.P. Rule 23 (“Rule 23”) and C.R.C. Rule 3.769 (“Rule 3.769”).⁷

12 Finally, unlike class action settlements under Rule 23(e) and Rule 3.769, the scope of
13 release permitted in a PAGA settlement is limited. While “judgment in [a PAGA] action is
14 binding not only on the named employee plaintiff but also on government agencies and any
15 aggrieved employee not a party to the proceeding...the non-party employees, because they were
16 not given notice of the action or afforded any opportunity to be heard, would not be bound by the
17 judgment as to remedies other than civil penalties.” *See Arias v. Sup. Ct.* (2009) 46 Cal.4th 969,
18 986-87. Thus, the scope of a release in a PAGA settlement is confined to the PAGA penalties
19 alleged in the complaint and to the claims that were, or could have been, alleged pursuant to
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23 ⁶ As held by the California Supreme Court, “[PAGA] does not create property rights or any other
24 substantive rights” as “[i]t is simply a procedural statute allowing an aggrieved employee to
25 recover civil penalties—for Labor Code violations—that otherwise would be sought by state labor
26 law enforcement agencies.” *Amalgamated Transit Union, Local 1756, AFL-CIO v. Sup. Ct.*
(2009) 46 Cal.4th 993, 1003.

27 ⁷ The “two-step” approval process of Rule 23(e) is required to facilitate “notice” to absent class
28 members, as Rule 23(e) expressly requires notice and an opportunity for absent class members to
exclude themselves or object. *See Fed. R. Civ. Proc. R. 23(e)*. Rule 3.769 contains similar rules
for State court class actions.

1 PAGA based on the factual allegations in the complaint.⁸ In the case at hand, as the only claims
2 at issue are PAGA claims, those will be the only claims extinguished because of this Settlement.

3 **B. Settlement Is a Fair, Adequate, and Reasonable Compromise of Claims**

4 California courts have a strong policy in favor of settlement. *See, e.g., Stambaugh v.*
5 *Superior Court* (1976) 62 Cal.App.3d 231, 236. Unlike individual settlements, class and
6 representative PAGA settlements involve a court approval process that exists to prevent fraud,
7 collusion, and unfairness to absent individuals. *See Malibu Outrigger Bd. of Governors v.*
8 *Superior Court* (1980) 103 Cal.App.3d 573, 578-79. California law generally follows the same
9 standards applicable under Rule 23. *See Hanlon v. Chrysler Corp.*, 150 F.3d 1011, 1026 (9th Cir.
10 1998) (stating that Rule 23(e) requires the trial court to determine “whether a proposed settlement
11 is fundamentally fair, adequate, and reasonable”). To be approved, a settlement must be “fair,
12 reasonable and adequate to all concerned.” *Reed v. United Teachers Los Angeles* (2012) 208
13 Cal.App.4th 322, 337. Settlement is the preferred means of dispute resolution, particularly in
14 complex representative litigation. *See In re Syncor ERISA Litig.*, 516 F.3d 1095, 1101 (9th Cir.
15 2008). The Court’s role in evaluating a proposed settlement is limited to ensuring that the
16 agreement taken as a whole is fair and is not the product of fraud or collusion between the
17 negotiating parties. *See, e.g., Hanlon, supra*, 150 F.3d at 1027. There is an initial presumption of
18 fairness when the settlement agreement was negotiated at arm’s length by experienced counsel.
19 *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 130. Because this Settlement is
20 fair, adequate, and reasonable, Plaintiffs respectfully request that the Court grant approval.

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24 ⁸ This is contrasted with the much broader release permitted in a class action context, which may
25 release all underlying Labor Code violations based on “any matter or fact” alleged in the
26 complaint. *See In re Corrugated Container Antitrust Litigation*, 643 F.2d 195, 221 (5th Cir. 1981)
27 (“The weight of authority establishes that ... a court may release not only those claims alleged in
28 the complaint and before the court, but also claims which ‘could have been alleged by reason of
or in connection with any matter or fact set forth or referred to in’ the complaint.”); *Hesse v.*
Sprint Corp., 598 F.3d 581, 590 (9th Cir., 2010) (“we have held that federal district courts
properly released claims not alleged in the underlying complaint where those claims depended on
the same set of facts as the claims that gave rise to the settlement.”).

1 **1. Factors in Evaluating a Representative PAGA Settlement**

2 A settlement is presumptively fair where it is reached through arm’s-length bargaining,
3 based on sufficient discovery and investigation to allow counsel and the court to act intelligently,
4 and counsel is experienced in similar litigation. *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th
5 1794, 1802; *see also Kullar, supra*, 168 Cal.App.4th at 130. In deciding whether to approve a
6 proposed settlement, a trial court has broad powers to determine if the proposed settlement is fair
7 under the circumstances of the case. *Mallick v. Sup. Ct.* (1979) 89 Cal.App.3d 434, 438. In
8 exercising these powers, the overriding concern is to ensure that a proposed settlement is “fair,
9 adequate, and reasonable.” *Dunk*, 48 Cal.App.4th at 1801 (internal quotations omitted). Relevant
10 factors for the Court to consider include, but are not limited to:

11 [T]he strength of Plaintiff’s case, the risk, expense, complexity and likely duration
12 of further litigation, the risk of maintaining class action status through trial, the
13 amount offered in settlement, the extent of discovery completed and the stage of the
14 proceedings, the experience and views of counsel, the presence of a governmental
15 participant, and the reaction of the class members to the proposed settlement.

16 *Id.* These factors require balancing and are non-exhaustive. Trial courts should therefore tailor
17 the factors to each case and give due regard to “what is otherwise a private consensual agreement
18 between the parties.” *Id.* In the context of a PAGA settlement, the third and eighth factors (risk
19 of maintaining class action status and reaction of class members to settlement) are inapplicable.

20 “In the context of a settlement agreement, the test is not the maximum amount Plaintiff
21 might have obtained at trial on the complaint, but rather whether the settlement is reasonable
22 under all of the circumstances.” *Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224,
23 250. Because settlements inherently involve compromise, settlements providing for narrower
24 relief than can be obtained if the suit were successfully litigated can be reasonable because “the
25 public interest may indeed be served by a voluntary settlement in which each side gives ground
26 in the interest of avoiding litigation.” *Air Lines Stewards, etc., Local 550 v. Am. Airlines, Inc.*,
27 455 F.2d 101, 109 (7th Cir. 1972). Further, courts review the discovery conducted by the parties
28 to aid in assessing whether the parties sufficiently developed the claims and supporting factual
bases before reaching settlement. *See Kullar, supra*, 168 Cal.App.4th at 129-31. Information is
sufficient where it allows the parties and the court to form “an understanding of the amount that

1 is in controversy and the realistic range of outcomes of the litigation.” *Clark v. Am. Residential*
2 *Serv. LLC* (2009) 175 Cal.App.4th 785, 801. This requirement exists so that parties can provide
3 the trial court with “a meaningful and substantiated explanation of the manner in which the factual
4 and legal issues have been evaluated.” *Kullar*, 168 Cal.App.4th at 132.

5 **a) The Strength of Plaintiffs’ Case**

6 Plaintiffs acknowledge that there are substantial risks and uncertainty in proceeding to
7 trial. Defendant presented numerous defenses to Plaintiffs’ underlying claims and arguments to
8 why Plaintiffs’ damages calculations were overstated; chief among them that the Court would
9 utilize its discretion to substantially reduce any award of PAGA penalties. While Plaintiffs were
10 prepared to litigate their claims through trial, Plaintiffs faced substantial challenges in prevailing
11 in this matter and obtaining a better result than will be provided through the Settlement. Thus,
12 this factor supports approval.

13 **b) Risk, Expense, Complexity, and Duration of Further Litigation**

14 Although the Parties engaged in substantial formal and informal discovery and
15 information exchange prior to mediation, the Parties will incur considerably more attorneys’ fees
16 and costs through trial. *Id.* Preparation for trial remained, as well as the prospect of appeals in the
17 wake of a summary judgment ruling for either party, as well as appeals after trial. *Id.* This
18 Settlement avoids these considerable costs, risks, and the accompanying burden of continued
19 litigation on the Court.

20 **c) Amount Offered in Settlement Given Realistic Value of Claims**

21 This proposed Settlement provides a fair and reasonable monetary recovery for the
22 LWDA and PAGA Aggrieved Employees in the face of disputed claims and significant litigation
23 risks. Plaintiffs and their retained expert analyzed Defendant’s produced data, and forecasted
24 Defendant’s realistic exposure for the primary claims supporting PAGA civil penalties as follows:

25 Plaintiffs’ expert analyzed Defendant’s timekeeping and payroll records and concluded
26 that Defendant’s rounding practice resulted in systematic underpayment: 36% of pay periods
27 showed an underpayment, while 21% resulted in an overpayment, and 42% were unaffected.
28 Rowbotham Decl., ¶ 20. The average time shaved was 1.2 minutes per shift, 6 minutes per pay

1 period, and 4.61 hours per employee. *Id.* The total underpayment amounted to 61,604 hours,
2 equating to \$1,587,535 in unpaid wages. 213,085 pay periods were impacted by underpayments
3 due to rounding. *Id.*

4 Additionally, Plaintiffs' expert evaluated Defendant's meal and rest period violations.
5 Rowbotham Decl., ¶ 21. Given the absence of on-duty meal agreements and Defendant's
6 acknowledgment that employees could only take breaks after completing all tasks, Plaintiffs
7 assumed that each shift over 6 hours triggered a meal period violation. *Id.* Each shift over 3.5
8 hours triggered a rest period violation. *Id.* Caregivers worked 483,056 pay periods with shifts
9 exceeding 6 hours and 592,270 pay periods with shifts exceeding 3.5 hours. *Id.*

10 Defendant began providing a monthly cell phone stipend in February 2021. Rowbotham
11 Decl., ¶ 22. Plaintiffs' expert identified 144,984 pay periods before this reimbursement practice
12 began, during which employees incurred unreimbursed work-related cell phone expenses. *Id.*

13 Combining these figures, Plaintiffs calculated Defendant's maximum PAGA exposure
14 with stacked penalties at 1,433,395 pay periods. Rowbotham Decl., ¶ 23. However, the total pay
15 periods worked during the PAGA Period was only approximately 605,000. *Id.* Under Labor Code
16 § 2699(f)(2), PAGA penalties are awarded at \$100 per pay period for an initial violation and \$200
17 for subsequent violations. Courts have consistently held that the higher penalty amount applies
18 only after an employer is notified of a Labor Code violation. *See Amaral v. Cintas Corp. No. 2*
19 *(2008) 163 Cal.App.4th 1157, 1207; Trang v. Turbine Engine Components Technologies Corp.*
20 *(C.D. Cal. 2012) 2012 WL 6618854, at 5.*

21 Given that Plaintiffs' expert determined at least one violation occurred in nearly every pay
22 period, the realistic PAGA exposure was calculated as \$60,500,000 (605,000 pay periods x \$100
23 per violation). Rowbotham Decl., ¶ 24. However, Defendant did raise multiple defenses to
24 Plaintiffs' claims, particularly arguing that the "personal attendant exemption" applied, and that
25 even if liability was found, the Court would likely exercise its discretion to reduce penalties
26 significantly. *Id.*; *see also* Section II.C, *supra*. To accurately reflect for these risks, Plaintiffs
27 discounted the exposure figure by 70% to account for the risk of losing on the merits and applied
28 an additional 70% reduction to account for the risk of penalty reduction by the Court, resulting in

a realistic recovery of \$5,445,000. Rowbotham Decl., ¶ 24; *see Fleming v. Covidien Inc.*, Case No. ED CV 10-01487 RGK (OPx), 2011 WL 7563047, at 4 (reducing PAGA penalties from \$2.8 million to \$500,000 (17% of exposure)); *Carrington v. Starbucks Corp.* (2018) 30 Cal.App.5th 504 (affirming a 90% penalty reduction).

The mediator's proposed settlement of \$3,700,000 represents 67.95% of Plaintiffs' projected realistic recovery, an amount courts have found to be fair, reasonable, and adequate while avoiding the cost and uncertainty of further litigation. *See* Rowbotham Decl., ¶ 25; *Altamirano v. Shaw Industries, Inc.*, 2015 WL 4512372, at 9 (approving a 15% recovery relative to maximum exposure). Accordingly, the Settlement warrants approval, as it provides tangible monetary relief to PAGA Aggrieved Employees and the State of California while accounting for litigation risks and potential penalty reductions.

d) Discovery Completed and the Status of Proceedings

The parties engaged in a significant exchange of documents and data necessary to evaluate the value of the PAGA claim prior to mediation. *See* Rowbotham Decl., ¶ 11. Defendant provided Plaintiffs with the timekeeping and payroll records of all the PAGA Aggrieved Employees and written wage and hour policies. *Id.* It was only after the completion of this informal and formal discovery exchange and Plaintiffs' expert's comprehensive data analysis that the parties attended mediation. *Id.* Moreover, while Plaintiffs have engaged in extensive written discovery and depositions, including that of Plaintiff Brooks and Defendant's Persons Most Qualified witness, Plaintiffs still would have to complete substantial litigation absent settlement, including anticipated cross motions for summary judgment regarding the applicability of the "personal attendant exemption" to Defendant's employees. *Id.* Thus, this factor supports settlement approval.

e) The Experience and Views of Counsel

"Parties represented by competent counsel are better positioned than courts to produce a settlement that fairly reflects each party's expected outcome in litigation." *In re Pacific Enterprises Securities Litigation*, 47 F.3d 373, 378 (9th Cir. 1995). Here, Plaintiffs are represented by competent and experienced wage and hour counsel who possess extensive

1 experience litigating wage and hour class actions and PAGA representative actions, and who
2 believe this Settlement to be fair and adequate for all involved. *See* Rowbotham Decl., ¶¶ 2-8; *see*
3 *also, generally*, Declaration of Paul K. Haines (“Haines Decl.”); Declaration of Fletcher W.
4 Schmidt (“Schmidt Decl.”); Declaration of Susan J. Perez (“Perez Decl.”); Declaration of
5 Douglas Han (“Han Decl.”). Further, the proposed Settlement was reached with the input and
6 assistance of mediator Hon. Amy D. Hogue (Ret.), whose mediator’s proposal was ultimately
7 accepted by the parties. *See* Rowbotham Decl., ¶¶ 12-13. Thus, this factor strongly supports
8 settlement approval. *See, Kullar, supra*, 168 Cal.App.4th at 130 (“The court undoubtedly should
9 give considerable weight to the competency and integrity of counsel and the involvement of a
10 neutral mediator in assuring itself that a settlement agreement represents an arm’s length
11 transaction entered without self-dealing or other potential misconduct.”).

12 **C. Award for Attorneys’ Fees is Reasonable as a Percentage of the GSA**

13 Plaintiffs, as the prevailing party in settlement, are entitled to recover attorneys’ fees and
14 costs for bringing this PAGA claim. *See* Cal. Labor Code § 2699(g) (“Any employee who prevails
15 in any action shall be entitled to an award of reasonable attorney’s fees and costs.”); Code of Civil
16 Procedure § 1021.5(a). A fee award is justified where the legal action has produced its benefits
17 by way of a voluntary settlement. *See, e.g., Maria P. v. Riles* (1987) 43 Cal.3d 1281, 1290-91;
18 *Westside Community for Independent Living, Inc. v. Obledo* (1983) 33 Cal.3d 348, 352-53.
19 California state and federal courts routinely award fee awards of one-third of the settlement fund
20 in class actions. *Chavez v. Netflix, Inc.* (2008) 162 Cal. App. 4th 43, 66, fn. 11; *see also Wershba,*
21 *supra*, 91 Cal. App. 4th at 254 (recognizing the “percentage of recovery” method); *In re Pacific*
22 *Enterprises Securities Litig.* (9th Cir. 1995) 47 F.3d 373, 379 (affirming 33% fee award). Indeed,
23 the California Supreme Court approved the use of the “percentage of fund” method in California.
24 *See Laffitte v. Robert Half Int’l, Inc.* (2016) 1 Cal.5th 480, 506 (“the percentage of fund method
25 survives in California class action cases...”.) Specifically, the *Laffitte* Court held:

26 The recognized advantages of the percentage method—including relative
27 ease of calculation, alignment of incentives between counsel and the class, a
28 better approximation of market conditions in a contingency case, and the
encouragement it provides counsel to seek an early settlement and avoid
unnecessarily prolonging the litigation—convince us the percentage method
is a valuable tool that should not be denied our trial courts.

1 *Id.*, at 503 (internal citation omitted); *see also Rawlings v. Prudential-Bache Properties, Inc.*, 9
2 F.3d 513, 516 (6th Cir. 1993) (the percentage of the fund method for calculating attorneys’ fees
3 more accurately reflects the results achieved for the putative class than the lodestar method and
4 “establishes reasonable expectations on the part of plaintiffs’ attorneys as to their expected
5 recovery; and it encourages early settlement, which avoids protracted litigation.”); *In re Rite Aid*
6 *Corp. Securities Litigation*, 396 F.3d 294, 300 (3d Cir. 2005) (“The percentage-of-recovery
7 method is generally favored in common fund cases because it allows courts to award fees from
8 the fund ‘in a manner that rewards counsel for success and penalizes it for failure.’”). Further,
9 while trial courts have discretion to conduct a “lodestar cross-check,” it need not do so. *Laffitte*,
10 1 Cal.5th at 506 (“[w]e hold further that trial courts...retain the discretion to forgo a lodestar
11 cross-check and use other means to evaluate the reasonableness of a requested percentage fee.”).

12 Here, Plaintiffs’ counsel’s fee request of 1,233,333.33 (one-third of the GSA) is the same
13 percentage sought in *Laffitte*, and is fair and reasonable based on the percentage of the recovery
14 method. This is also consistent with Plaintiffs’ counsel’s experience in similar wage and hour
15 class action and PAGA matters. *See Rowbotham Decl.*, ¶ 19; *see also 4 Newberg on Class Actions*
16 § 14.6 (4th Ed. 2013) (“No general rule can be articulated on what is a reasonable percentage of
17 a common fund. Usually 50% of the fund is the upper limit on a reasonable fee award...”).

18 The fee award requested here is justified because Plaintiffs’ counsel achieved a reasonable
19 monetary recovery for the PAGA Aggrieved Employees and the State of California (who did not
20 pursue this case after receiving Plaintiffs’ PAGA Notice Letters) in an uncertain and risky case,
21 while bearing the substantial burdens of representation on a contingency basis. Additionally,
22 Plaintiffs’ recovery for the State of California and PAGA Aggrieved Employees exceeds other
23 PAGA awards approved by courts in California. *See, e.g Penaloza v. PPG Industries Inc.*, Case
24 No. BC471369, 2013 WL 2917624 at *2 (Super. Ct. L.A. County, May 20, 2013) (average PAGA
25 penalties of \$7.49); *Cabrera v. Advantage Sale & Marketing, LLC*, Case No. BC485259, 2013
26 WL 1182822 (Super. Ct. L.A. County, March 12, 2013) (average PAGA penalties of \$3.33). That
27 Plaintiffs’ counsel achieved these results without engaging in a protracted legal battle, in the face
28 of serious defense challenges and an uncertain legal landscape, confirms the strength of the results

1 achieved.

2 As discussed, this case presented significant risks to Plaintiffs. It is fair and reasonable to
3 account for these risks in compensating Plaintiffs' counsel, as well as the risks involved in
4 undertaking this litigation and expending considerable effort while working on a pure
5 contingency basis. Since undertaking representation of Plaintiffs, Plaintiffs' counsel dedicated
6 substantial resources to this litigation, including expending \$52,515.30 in litigation costs, without
7 receiving any compensation to date. *See* Rowbotham Decl., ¶ 19, Exhibit 4; Han Decl., ¶ 20,
8 Exhibit 3. Plaintiffs' counsel's efforts include conducting pre-filing investigation, analyzing
9 Plaintiffs' claims, conducting legal research regarding the merits and legal bases of Plaintiffs'
10 claims and ability to recover penalties under the PAGA, conducting legal research regarding
11 Defendant's potential defenses, drafting and filing Plaintiffs' complaints and three PAGA Notice
12 Letters to the LWDA, attending various court hearings, engaged in formal discovery, including
13 drafting, meeting and conferring with Defendant's counsel, preparing and defending Plaintiff
14 Brooks' deposition, taking the deposition of Defendant's Persons Most Qualified witness,
15 reviewing hundreds of pages of policies and other relevant documents produced by Defendant,
16 meeting and conferring extensively with Defendant's counsel regarding the case and Defendant's
17 informal document production, retaining an expert to analyze Defendant's document production,
18 evaluating the timekeeping and payroll data prior to mediation, drafting a mediation brief,
19 preparing for and attending mediation, negotiating and drafting the memorandum of
20 understanding, negotiating and drafting the long-form Settlement Agreement and PAGA Notice,
21 preparing this Motion for settlement approval and all supporting documents hereto, and otherwise
22 litigating the case. *See* Rowbotham Decl., ¶ 26. Plaintiffs' counsel will spend additional time
23 attending the hearing on this Motion and overseeing the settlement administration process. *Id.*
24 Given the potential for adverse outcomes, the contingent risks borne by Plaintiffs' counsel was
25 great. The quality of Plaintiffs' counsel's work, and the efficacy and dedication with which it was
26 performed, should be compensated.

27 Plaintiffs' Counsel's previous experience in litigating wage and hour class and
28 representative actions also supports the reasonableness of the fee request. Plaintiffs' Counsel are

well-versed in plaintiff- and defense-side wage and hour class and representative action litigation, and collectively bring more than four decades worth of wage-and-hour class and representative action litigation experience. *See* Rowbotham Decl., ¶¶ 2-8; *see also generally* Haines Decl.; Schmidt Decl.; Perez Decl.; Han Decl. Plaintiffs’ Counsel has also been certified as class counsel in numerous class action cases alleging wage and hour claims. *See id.* Plaintiffs’ Counsel’s experience in similar matters was integral in evaluating the strengths and weaknesses of this case and the reasonableness of the Settlement. Practice in the narrow field of wage and hour litigation requires skill and knowledge concerning the rapidly evolving substantive state and federal law, as well as the procedural law of representative litigation. *See* Rowbotham Decl., ¶¶ 2-6. Because it is reasonable to compensate Plaintiffs’ Counsel commensurate with their skill, reputation, and experience, the requested fee award of \$1,233,333.33 (one-third of the GSA) is fair and reasonable, as the California Supreme Court held in *Laffitte*, and should therefore be approved.

D. The Requested Cost Reimbursement is Fair, Adequate, and Reasonable

Plaintiffs’ Counsel incurred and respectfully requests reimbursement of \$52,515.30 in actual litigation costs. *See* Rowbotham Decl., ¶ 19, Exhibit 4; Han Decl., ¶ 20, Exhibit 3.⁹ Plaintiffs’ Counsel’s request is fair, adequate, and reasonable, as all of these costs are documented and reasonably incurred. *Id.* Moreover, the costs Plaintiffs seek are the types of costs routinely approved by courts. *See, e.g., Harris v. Marhoefer* (9th Cir. 1994) 24 F.3d 16, 19 (counsel should recover “those out-of-pocket expenses that would normally be charged to a fee paying client”); *Berkeley Cement, Inc. v. Regents of University of California* (2019) 30 Cal.App.5th 1133, 1142 (affirming trial court’s discretion to award costs of voluntary mediation); *Ashker v. Sayre*, No. 05-03759 CW, 2011 WL 825713, * 3 (N.D. Cal. 2011) (“costs of reproducing pleadings, motions and exhibits” are reimbursable); *Trustees of Const. Industry & Laborers Health and Welfare Trust v. Redland Ins. Co.*, 460 F.3d 1253, 1258-59 (9th Cir. 2006) (legal research costs are reimbursable); *In re Immune Response Securities Litigation* (S.D. Cal. 2007) 497 F.Supp.2d 1166,

⁹ Plaintiffs’ Counsel utilized the expert services of David Breshears, of Hemming Morse, to perform all expert analyses for this case, and are providing a copy of the expert invoice received by Plaintiffs’ Counsel in support of this Motion. *See* Rowbotham Decl., ¶ 19, Exhibit 5 (Expert Invoice).

1 1177-78 (mediation expenses, legal research, copies, postage, filing fees, messenger and
2 overnight delivery costs are reimbursable); *ABM Industries Overtime Cases* (2017) 19
3 Cal.App.5th 277, 295 (recognizing necessity of expert testimony on topics that are not a matter
4 of common knowledge). Because the expense reimbursements requested by Plaintiffs' Counsel
5 were reasonably incurred, the Court should grant Plaintiffs' Counsel's request for \$52,515.30 in
6 actual litigation costs reimbursement.

7 **E. The Court Should Approve the Requested Administration Costs**

8 Plaintiffs also request that the Court approve \$29,950.00 in administration costs to the
9 Settlement Administrator, ILYM. *See* Rowbotham Decl., ¶ 27; Rogers Decl., ¶ 7, Exhibit B. As
10 detailed in the Settlement Agreement and declaration of Anthony Rogers, submitted concurrently
11 with this Motion, ILYM will perform duties in connection with this Settlement that are integral
12 in effectuating the Settlement and the PAGA Notice process. Among other things, ILYM will
13 calculate each PAGA Aggrieved Employee's Individual PAGA Payment, update addresses
14 contained in the employee data supplied by Defendant, format the PAGA Notices for mailing and
15 mail PAGA Notices to all PAGA Aggrieved Employees, and otherwise administer the Settlement.
16 *See generally*, Rogers Decl.; Settlement, §§ 4.2-4.4.4. ILYM was selected to administer this
17 Settlement because it is an experienced and well-respected settlement administrator, and returned
18 a bid at a competitive rate. *See* Rowbotham Decl., ¶ 27; *see generally*, Rogers Decl. For these
19 reasons, ILYM's requested costs are fair, reasonable, and adequate, and should be approved.

20 **F. Plaintiffs' Service Payments are Fair, Adequate, and Reasonable**

21 Courts routinely approve enhancement awards to compensate named plaintiffs for the
22 services they provide and the risks they incur during class and representative litigation. *See, e.g.,*
23 *Bell v. Farmers Ins. Exch.* (2004) 115 Cal.App.4th 715, 726 (upholding "service payments" to
24 named plaintiffs for their efforts in bringing the case); *Van Vranken v. Atlantic Richfield Co.*
25 (N.D. Cal. 1995) 901 F. Supp. 294 (approving \$50,000 enhancement award). This is also true in
26 the context of PAGA-only settlements. *See* Rowbotham Decl., ¶ 28, Exhibit 6. Here, pursuant to
27 the Settlement, Plaintiffs seeks PAGA Representative Service Payments of \$5,000.00 each,
28 (\$10,000.00 total). *See* Settlement, §§ 1.15, 3.2.4. This request is reasonable given Plaintiffs'

1 efforts in this case, the time devoted to the prosecution and resolution of this action, and the risks
2 they undertook on behalf of the PAGA Aggrieved Employees. Among other things, Plaintiffs
3 searched for relevant documents for use in this lawsuit, explained Defendant's policies and
4 practices to their attorneys, and made themselves available the entire day of mediation. Brooks
5 Decl., ¶ 5; Webb Decl., ¶¶ 5-12. Additionally, Plaintiff Brooks also prepared for and sat for an
6 entire day deposition. Brooks Decl., ¶ 5. Plaintiffs estimate spending at least 25 hours on activities
7 that ultimately lead to the Settlement. *Id.* Accordingly, Plaintiffs' PAGA Representative Service
8 Payments are appropriate and justified as part of the Settlement.

9 **V. CONCLUSION**

10 For the reasons stated herein, this Court should grant Plaintiffs' Motion in its entirety and
11 adopt the [Proposed] Judgment and Order Granting Plaintiffs' Motion for Settlement Approval
12 of Claims Brought Under the PAGA, Reasonable Attorneys' Fees and Costs, and PAGA
13 Representative Service Payments, submitted concurrently herewith.

14 Dated: March 19, 2025

Respectfully submitted,
HAINES LAW GROUP, APC

15
16 By:



Andrew J. Rowbotham
Attorneys for Plaintiffs