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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE**

BETTER MORTGAGE WAGE AND HOUR
CASES

Included actions:

Luangphonh v. Better Mortgage Corporation
Orange County Superior Court
Case No: 30-2021-01190771-CU-OE-CXC

Mejia v. Better Mortgage Corporation
Alameda County Superior Court
Case No. 22CV009600

JCCP NO. 5287

*Assigned to Hon. William Claster,
Coordination Trial Judge*

**PLAINTIFFS' NOTICE OF MOTION
AND MOTION FOR APPROVAL OF
PAGA SETTLEMENT**

Date: March 14, 2025
Time: 9:00 a.m.
Dept.:CX101
Reservation: 74489396

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26 Attorneys for Plaintiffs Aaron Luangphonh and Misael Mejia, individually
27 and on behalf of all others similarly situated
28

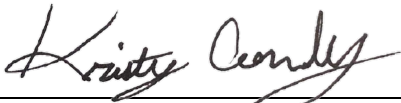
1 **TO THE COURT, ALL INTERESTED PARTIES, AND THEIR ATTORNEYS OF**
2 **RECORD:**

3 **PLEASE TAKE NOTICE** that on March 14, 2025 at 9:00 a.m., in Department CX101
4 of the above-entitled Court located at 751 W. Santa Ana Blvd., Santa Ana, CA 92701, Plaintiffs
5 Aaron Luangphonh and Misael Mejia (“Plaintiffs”) will and hereby do move this Court for an
6 Order granting approval of the Private Attorneys General Act of 2004, California Labor Code §
7 2698 *et seq.* (“PAGA”) representative action settlement entered into with Defendant Better
8 Mortgage Corporation.

9 This Motion will be based upon this Notice, the attached Memorandum of Points and
10 Authorities, the Declaration of Kristy R. Connolly, the Declaration of Edward W. Choi, the
11 Declaration of Dennis S. Hyun, the Declaration of Larry W. Lee, the Declaration of William L.
12 Marder, the Declaration of Aaron Luangphonh, the Declaration of Misael Mejia, all exhibits
13 filed herewith, and any additional papers or arguments submitted on or before the hearing on the
14 Motion.

15
16 Dated: February 13, 2025

AEGIS LAW FIRM, PC

17 By 

18 Kristy R. Connolly
19 Attorneys for Plaintiffs
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1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. INTRODUCTION**

3 Plaintiffs Aaron Luangphonh and Misael Mejia (“Plaintiffs”) seek approval of a
4 settlement of claims under the Private Attorneys General Act of 2004, California Labor Code §
5 2698 *et seq.* (“PAGA”) entered into with Defendant Better Mortgage Corporation (“Defendant”)
6 in the amount of \$1,350,000. The settlement was reached in this coordinated action, consisting of
7 *Luangphonh v. Better Mortgage Corporation* (the “*Luangphonh* Action”) and *Mejia v. Better*
8 *Mortgage Corporation* (the “*Mejia* Action”). Plaintiffs allege that 2,080 non-exempt employees
9 who worked for Defendant were not paid at least minimum wages for all hours worked, not paid
10 proper overtime compensation, not provided with meal periods and/or rest breaks or
11 compensation in lieu thereof, not provided with accurate wage statements, and were not paid all
12 wages owed timely or upon separation of employment.

13 Under Labor Code § 2699(1)(2), the Court must review and approve any proposed PAGA
14 settlement. Here, the proposed Settlement is sufficient to deter and punish future violations. The
15 Settlement is attached to the Declaration of Kristy R. Connolly (“Connolly Decl.”) as **Exhibit 1**,
16 and the proposed letter to be sent to the aggrieved employees is attached thereto as **Exhibit A**.
17 Plaintiff now seeks this Court's approval of the Settlement terms.

18 **II. FACTUAL AND PROCEDURAL BACKGROUND**

19 Luangphonh Action:

20 On March 22, 2021, Plaintiff Luangphonh’s counsel sent a letter to the California Labor
21 & Workforce Development Agency (“LWDA”) via online submission and to Defendant via
22 certified mail regarding Defendant’s alleged violations. *See* Connolly Decl., ¶ 3, Exhibit 2. The
23 LWDA did not respond to this notice within 65 days, indicating it did not intend to investigate,
24 thus allowing Plaintiff to file the instant lawsuit. *Id.*

25 On March 22, 2021, Plaintiff filed a class action lawsuit, alleging that, Defendant failed
26 to: (1) pay minimum wages, (2) pay overtime wages, (3) provide lawful meal periods or
27 compensation in lieu thereof, (4) authorize or permit lawful rest breaks or provide compensation
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1 in lieu thereof, (5) provide accurate itemized wage statements, (6) pay all wages due upon
2 separation of employment and, (7) abide by the requirements of California Business and
3 Professions Code Section 17200 *et seq.* Connolly Decl., ¶ 4. On June 17, 2021, Plaintiff amended
4 the Complaint to add a cause of action under PAGA. *Id.*

5 Defendant then presented Plaintiff with an arbitration agreement purportedly signed by
6 him. Connolly Decl., ¶ 5. After reviewing the arbitration agreement, Plaintiff dismissed his
7 individual and class claims and this action proceeded on a PAGA-only basis. *Id.*

8 Plaintiff then proceeded with formal discovery and served two sets of written discovery
9 requests seeking, *inter alia*, documents and information related to the aggrieved employees and
10 Defendant's wage and hour practices. Connolly Decl., ¶ 6. The Parties conducted a *Belaire-West*
11 opt-out notice procedure for the production of aggrieved employees' contact information. *Id.*
12 Defendant also produced all of the aggrieved employees' time and pay records, as well as several
13 policy documents including Employee Handbooks and on-boarding/training documents. *Id.*

14 The Parties then agreed to attend private mediation. Connolly Decl., ¶ 7. Plaintiff's
15 Counsel engaged an expert to quantify the potential exposure using the time and payroll
16 records, and then assessed the risks associated with each of the claims meriting reductions in the
17 likely recovery at trial. *Id.* Plaintiff used the services of Sean Berger from Berger Consulting
18 Group. *Id.*, Exhibit 6. To prepare for mediation, Plaintiff's Counsel also interviewed dozens of
19 employees about their experience working for Defendant in support of Plaintiff's wage and hour
20 claims. *Id.*

21 The Parties attended mediation with Steve Pearl on January 27, 2023, but were unable to
22 come to an agreement. Connolly Decl., ¶ 9. Plaintiff then proceeded again with formal discovery.
23 Plaintiff served Defendant with a Notice of Deposition and the Parties met and conferred on the
24 topics and available dates. *Id.* The Parties also met and conferred as to Plaintiff's second set of
25 written discovery. *Id.* The Parties were generally unable to come to an agreement as to documents
26 and information regarding the eligibility, calculation, and payment of bonuses and
27 communications between Defendant and its employees. *Id.* As such, Plaintiff filed Motions to
28

1 Compel Further Responses. *Id.* However, Defendant brought a Petition for Coordination and
2 Motion for Stay to coordinate the Luangphonh Action and Mejia Action. *Id.* On August 3, 2023,
3 the Court stayed the cases pending the ruling on the coordination petition and vacated Plaintiff's
4 Motions to Compel Further Responses. *Id.*

5 Mejia Action:

6 On April 5, 2022, Plaintiff Mejia sent notice to the LWDA giving notice of his intent to
7 pursue a representative PAGA action. *See* Declaration of Larry W. Lee ("Lee Decl."), ¶ 2. On
8 February 27, 2023, Plaintiff filed a supplemental PAGA notice to the LWDA adding Labor Code
9 section 233. *Id.*, Exhibit A.

10 On April 8, 2022, Plaintiff Mejia filed his lawsuit in Alameda County Superior Court,
11 which was initially plead as a putative class action. Lee Decl., ¶ 3. On November 22, 2022,
12 Plaintiff filed a First Amended Complaint, dismissing his class claims and asserting a single
13 claim under PAGA. *Id.* at ¶ 4.

14 Coordinated Action:

15 Once the actions were coordinated, the Parties agreed to attend a second day of
16 mediation. Connolly Decl., ¶ 10. On June 4, 2024, the Parties mediated again with Steve Pearl
17 and the Parties eventually accepted a mediator's proposal to settle the actions. *Id.* On August 8,
18 2024, the Parties executed a Memorandum of Understanding with the material terms agreed to in
19 place. *Id.* The Parties spent the next few months negotiating the terms of the Settlement, which
20 was finalized and fully-executed in February of 2025. *Id.* The negotiations were adversarial,
21 conducted at arm's length and tempered by the efforts of both sides to serve the interests of
22 their clients. *Id.* Plaintiffs provided notice of the Settlement and this Motion to the LWDA on
23 February 13, 2025. *Id.* at ¶ 11, Exhibit 3. Plaintiffs have signed a fee-split agreement with their
24 counsel for purposes of sharing any fees awarded by this Court. *Id.* at ¶ 12.

25 **III. PAGA REQUIREMENTS**

26 Based on the California Supreme Court's opinions in *Arias v. Superior Court*, 46 Cal. 4th
27 969 (2009), and *Iskanian v. CLS Transportation Los Angeles, LLC*, 59 Cal. 4th 348 (2014),
28

1 Plaintiff can seek appropriate civil penalties as called for under PAGA on behalf of the State of
2 California and other similarly aggrieved employees without seeking class certification or meeting
3 the requirements of class certification (i.e. numerosity, typicality, commonality and adequacy).
4 As such, the class action two-step preliminary and final approval process is not required.

5 PAGA was enacted to allow enforcement of the Labor Code and recovery of penalties by
6 the State and by private individuals who have been aggrieved by their employers. The statute
7 calls for 75% of any penalties recovered to be paid to California's LWDA and the remaining 25%
8 to the aggrieved employees. Cal. Lab. Code § 2699(i).

9 In order to enforce and seek penalties under PAGA in a civil action, an aggrieved
10 employee must first provide written notice to the LWDA and the employer of the particular Labor
11 Code violations the aggrieved employee alleges the employer has violated. *See* Cal. Labor Code §
12 2699.3(a)(1)(A) (2016). Once the LWDA notifies the aggrieved employee that it does not intend
13 to investigate the alleged violations, or if the LWDA does not respond within a certain time
14 period, the aggrieved employee is then allowed to proceed in a civil action against the employer
15 on behalf of the LWDA and all other similarly aggrieved employees. *See* Cal. Labor Code §
16 2699.3(a)(2)(A).

17 In 2009, the California Supreme Court considered the issue of whether an aggrieved
18 employee who brings a PAGA representative claim needs to meet class certification requirements.
19 *Arias*, 46 Cal. 4th at 976. After a substantial review of the legislative history of PAGA, the Court
20 held that an aggrieved employee's representative action brought on behalf of other aggrieved
21 employees against an employer for PAGA violations does not need to meet the requirements for
22 class certification. *Id.* at 975, 980-88. As the Court held, a plaintiff bringing suit under PAGA
23 does so as the proxy or agent of California's labor law enforcement agencies. *Id.* at 986. Because
24 the employee's PAGA action functions as a substitute for an action brought by the government
25 itself, a judgment in the PAGA action binds all those who would be bound by a judgment in an
26 action brought by the government. *Id.*

27 Finally, in a settlement of a PAGA action brought by an aggrieved employee, the court
28 need only "review and approve" the settlement. Cal. Lab. Code § 2699(1)(2). The Parties to this

1 current PAGA action have reached such an agreement and now seek this Court's approval of the
2 proposed settlement.

3 **IV. THE SETTLEMENT TERMS AND DISTRIBUTION OF PENALTIES**

4 The Parties have agreed that Defendant will pay a total settlement amount of \$1,350,000
5 (the "Gross Settlement Amount"). *See* Settlement Agreement, § 3.1. From this amount, up to
6 one-third (1/3) of the Gross Settlement Amount, or \$450,000, is allocated to attorneys' fees and
7 up to \$45,000.00 to actual litigation costs. *Id.* at § 3.2.2. To date, Plaintiffs' Counsel have spent
8 \$21,937.30 in actual litigation costs as follows: \$6,126.79 by Diversity Law Group, P.C. (*see* Lee
9 Decl., ¶ 11, Ex. C.); \$207.55 by Law Offices of Choi & Associates, APLC (*see* Declaration of
10 Edward W. Choi, ¶ 8, Ex. B); and \$15,602.96 by Aegis Law Firm, PC (*see* Connolly Decl., ¶ 38,
11 Ex. 4). Plaintiffs' Counsel have also incurred a total of \$479,010 in attorneys' fees as follows:
12 \$65,340 by Law offices of Choi & Associates, APLC (*see* Choi Decl., ¶ 7, Ex. A); \$109,530 by
13 Hyun Legal, APC (*see* Declaration of Dennis S. Hyun, ¶ 11, Ex. A); \$39,690 by Diversity Law
14 Group (*see* Lee Decl., ¶¶ 9-10, Ex. B); \$44,540 by Polaris Law Group, LLC (*see* Declaration of
15 William L. Marder, ¶ 10, Ex. A); and \$219,910 by Aegis Law Firm, PC (*see* Connolly Decl., ¶ 39,
16 Ex. 5). The Settlement allocates up to \$12,500 to payment for the costs of the Settlement
17 Administrator, Phoenix Settlement Administrator, associated with the administration of the
18 Settlement. Settlement Agreement, § 3.2.3. For Plaintiffs' efforts in assisting with the Lawsuit,
19 \$10,000.00 is allocated as Individual Settlement Payments. *Id.* at § 3.2.1.

20 After deducting the above amounts for attorneys' fees and costs, Settlement
21 Administrator's costs, and Plaintiffs' Individual Settlement Payments, the remaining fund will
22 constitute the "PAGA Penalties" in which 75% will be paid to the LWDA (the "LWDA PAGA
23 Payment") and 25% will be paid to the Aggrieved Employees as their "Individual PAGA
24 Payments". Settlement Agreement, ¶ 3.2.4. The Aggrieved Employees are all persons employed
25 by Defendant in California and classified as a non-exempt employee who worked for Defendant
26 during the PAGA Period. *Id.* at ¶ 1.4. The PAGA Period means the period from March 22, 2020
27 through June 4, 2024. *Id.* at ¶ 1.23.

1 The Individual PAGA Payments will be calculated pro rata based on the number of pay
2 periods working during the PAGA Period. Settlement Agreement, § 3.2.4.1. The Settlement
3 Agreement was reached based on Defendant's representation that there are 54,500 pay periods
4 worked during the PAGA Period. Connolly Decl., ¶ 14. Initially, the Parties agreed that if the
5 number of pay periods worked by Aggrieved Employees in the PAGA Period exceeds 54,500 by
6 more than 10%, then the Gross Settlement Amount will increase pro rata per additional PAGA
7 Pay Period. *Id.* On December 31, 2024, Defendant provided the Aggrieved Employee Data to the
8 Settlement Administrator. *Id.* at ¶ 15. The Settlement Administrator confirmed that there are
9 50,342 Pay Periods. *Id.* Accordingly, the escalator clause agreed to in the Parties' executed
10 Memorandum of Understanding will not be triggered and the Gross Settlement Amount will not
11 change. *Id.*

12 The Individual PAGA Payments shall be paid to the Aggrieved Employees by way of a
13 single check which will be valid for 180 days. *Id.* at § 4.3.1. All funds not claimed within 180
14 days of mailing of payment shall be sent to the California State Controller's Office Unclaimed
15 Property Fund with an identification of the amount of unclaimed funds attributable to each PAGA
16 Employee. *Id.* at § 4.3.3. The Individual PAGA Payments will be characterized as penalties for
17 tax purposes and reported on IRS Form 1099. *Id.* at § 3.2.4.2.

18 Prior to this disbursement, the Settlement Administrator shall check the Aggrieved
19 Employees' addresses provided by Defendant using the National Change of Address database.
20 Settlement Agreement, § 4.3.1. For any returned payments without a forwarding address, the
21 Settlement Administrator shall run a skip trace. *Id.* at § 4.3.2. Aggrieved Employees will receive a
22 letter along with their Individual PAGA Payment explaining the reason for the payment, the
23 content of which will be submitted to the Court for approval. *Id.* at § 4.3.1. The proposed letter is
24 attached to the Settlement Agreement as Exhibit A. The Parties have agreed that an English-only
25 notice is sufficient as all of Defendant's written policies, procedures, and onboarding documents
26 were provided to employees in English only, including its Employee Handbook, Employment
27 Agreements, and training materials regarding how to use Defendant's timekeeping and payroll
28 system software. Connolly Decl., ¶ 13. Similarly, Plaintiffs' Counsel only interviewed

1 Defendant's non-exempt employees in English. *Id.* Nobody indicated that they could not
2 understand English during the interviews. *Id.*

3 In exchange for the settlement payment, the State of California and the Aggrieved
4 Employees will release the "Released Parties" meaning "Defendant and each of its former and
5 present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors,
6 successors, assigns, subsidiaries, and affiliates" from "all claims for PAGA penalties that were
7 alleged, or reasonably could have been alleged, based on the facts stated in the Operative
8 Complaints and the PAGA Notices, arising during the PAGA Period." Settlement Agreement, §§
9 1.26, 5.2.

10 **V. THE SETTLEMENT IS FAIR AND REASONABLE**

11 **A. Standard for Approval**

12 PAGA settlements must be "fair, reasonable, and adequate in view of PAGA's purposes
13 to remediate present labor law violations, deter future ones, and to maximize enforcement of
14 state labor laws." *Moniz v. Adecco USA, Inc.*, 72 Cal.App.5th 56, 77 (2021). The court must find
15 that the plaintiff "has adequately represented the state's interests, and hence the public interest."
16 *Id.* at 89. The LWDA must be notified of the settlement and be given an opportunity to object.
17 The court may look to parallel class action guidelines to determine what is "fair, adequate and
18 reasonable." *Kullar v. Foot Locker Retail*, 168 Cal.App.4th 116, 126 (2008). In that analysis, the
19 court has "broad discretion in making this determination." *In re Microsoft I-V Cases*, 135
20 Cal.App.4th 706, 723 (2006). Relevant factors may include "the strength of the plaintiffs' case,
21 the risk, expense, complexity and likely duration of further litigation, ... the amount offered in
22 settlement, the extent of discovery completed and the stage of the proceedings, the experience
23 and views of counsel, the presence of a governmental participant" *Dunk v. Ford Motor Co.*,
24 48 Cal.App.4th 1794, 1801 (1996).

25 **B. The Settlement Meets the Standard for Approval**

26 Here, the \$1,350,000.00 Gross Settlement Amount is reasonable for a group of
27 approximately 2,080 employees. Connolly Decl., ¶ 16. A penalty of \$1,350,000 is large enough
28 to punish Defendant for alleged past violations and deter future violations. *Id.* The settlement

1 amount is equivalent to a penalty of about \$649 per employee. *Id.* At the same time, the penalty
2 amount is not so large as to be unjust, oppressive or confiscatory, considering the company's
3 potential exposure explained below. *Id.* The Gross Settlement Amount is also reasonable in light
4 of the facts of the foregoing action, the real risk that no PAGA penalties would be paid, and
5 inherent risks and uncertainties associated with PAGA claims. *Id.* at ¶ 17.

6 Plaintiff calculated the potential exposure at the initial violation rate of \$100.00 per pay
7 period as follows: 50,342 x \$100.00 per pay period is \$5,034,200 for an estimated 50,342 pay
8 periods. Connolly Decl., ¶ 18. If the Court stacked different types of penalties in each pay period,
9 Plaintiff calculated the exposure as follows:

- 10 a. 50,342 pay periods x \$100 per pay period x 18% alleged meal violation rate =
11 \$906,156 for meal period violations;
- 12 b. 50,342 pay periods x \$100 per pay period x 100% alleged violation rate =
13 \$5,034,200 for rest break violations;
- 14 c. 50,342 pay periods x \$100 per pay period x 50% violation rate (for alleged
15 failure to pay overtime at regular rate of pay) = \$2,517,100 for unpaid overtime
16 wages;
- 17 d. 50,342 pay periods x \$100 per pay period x 5% violation rate (for alleged
18 failure to pay sick pay at regular rate of pay) = \$251,710 for unpaid sick pay
19 wages;
- 20 e. 50,342 pay periods x \$100 per pay period x 100% alleged violation rate =
21 \$5,034,200 for derivative wage statement penalties; and
- 22 f. 1,724 former employees x \$100 alleged penalty = \$172,400 for derivative
23 waiting time penalties. *Id.*

24 Defendant raised a number of arguments during settlement negotiations and provided
25 evidence that could have defeated Plaintiffs' claims. Connolly Decl., ¶ 19. For example,
26 Plaintiffs argued Defendant failed to provide employees with all lawful meal and rest periods. *Id.*
27 Plaintiffs argued that Defendant maintained a demanding work environment and bonus program
28 that incentivized and/or encouraged employees to skip breaks. *Id.* In support of his rest break

1 claim, Plaintiffs used statements at mediation obtained from the non-exempt employees to show
2 that rest breaks were not regularly authorized or provided. *Id.* However, Plaintiffs' Counsel
3 considered that a 100% violation rate was unrealistic since there are no records to prove missed
4 rest breaks (such as recorded rest breaks or incompliant written policies). *Id.* Similarly,
5 Plaintiffs' expert found 18% of pay periods contained a recorded meal period violation rate (*i.e.*,
6 taken after the end of the 5th hour worked, less than 30-minutes, or missed). *Id.* However,
7 Defendant argued that it paid meal period premiums when employees' time records showed
8 violations and that it maintained written policies authorizing compliant breaks. *Id.* Further,
9 Defendant argued that it maintained policies providing compliant meal periods, was not
10 responsible for policing meal periods, and that any missed breaks were the employees' personal
11 choice to waive the break, citing to *Brinker Restaurant Corp. v. Superior Court* 53 Cal. 4th 1004,
12 1029 (2012), in which the Supreme Court explained that employers do not need to "police"
13 breaks, *i.e.*, ensure that a meal is being taken if it was provided. *See also Murphy v. Kenneth*
14 *Cole Productions, Inc.*, 40 Cal. 4th 1094, 1104 (2007) (finding a violation occurs only if the
15 employee is "forced to forgo his or her meal period"). Defendant also presented evidence of
16 signed meal waivers. *Id.* Accordingly, the meal and rest claims would be highly dependent on
17 employee testimony, which could render these claims unmanageable at trial. *Id.*

18 With respect to the regular rate claims, Plaintiffs argued that Defendant paid aggrieved
19 employees incentive bonuses designed to induce employees to work harder, such as bonuses
20 based on the number of accounts closed, median email response time, and loan payouts.
21 Connolly Decl., ¶ 20. Plaintiffs believed this was their strongest claim as the merits of the claim
22 could be proven using Defendant's policy documents regarding eligibility, calculation, and
23 payment of these bonuses. *Id.* Penalties could also be easily calculated based on Defendant's
24 payroll records. *Id.* While this claim could trigger derivative penalties, the recent *Naranjo v.*
25 *Spectrum Security Services, Inc.*, 15 Cal.5th 1056 (2024) ruling could impact the amount of
26 penalties awarded if Defendant could prove it acted in good faith. Connolly Decl., ¶ 20. For
27 example, in *Naranjo*, the court found that the employer had an objectively reasonable belief that
28 it complied with California law and thus could not be held liable for civil penalties where it

1 failed to pay meal break premiums. 15 Cal.5th at 1065. Therefore, the Court could similarly find
2 here that Defendant had a good faith belief that it was in compliance with the California Labor
3 Code at the time the alleged violations occurred and foreclose the ability to collect penalties for
4 failing to timely pay all wages owed and failing to provide accurate wage statements. Connolly
5 Decl., ¶ 20.

6 Another crucial factor in evaluating the value of a PAGA-only case is that all PAGA
7 awards are discretionary and can be reduced by the Court. Connolly Decl., ¶ 21. Under Labor
8 Code § 2699(e)(2), the Court can reduce the PAGA penalties “if, based on the facts and
9 circumstances of the particular case, to do otherwise would result in an award that is unjust,
10 arbitrary and oppressive, or confiscatory.” In other words, were this matter to go to trial, any
11 award granted would be at the discretion of the Court. *See, e.g. Carrington v. Starbucks Corp.*,
12 30 Cal.App.5th 504, 528 (2018) (awarding PAGA penalties of only 0.2% of the maximum). In
13 settling this case, Plaintiffs recognized that the Court could significantly reduce the PAGA
14 penalties, especially in light of Defendant’s financial condition. Connolly Decl., ¶ 22. After the
15 Covid-19 pandemic, Defendant significantly reduced its workforce after mass layoffs. *Id.*
16 Therefore, Plaintiffs considered that the Court could find a large award of penalties would be
17 oppressive in light of any claim of financial distress and reduce the number of penalties sought at
18 trial. *Id.*

19 VI. CONCLUSION

20 For the foregoing reasons, Plaintiffs requests the Court approve the proposed settlement
21 pursuant to PAGA in this Action.

22 Dated: February 13, 2025

AEGIS LAW FIRM, PC

23
24 By



Kristy R. Connolly
Attorneys for Plaintiffs