

Arby Aiwarzian (SBN 269827)
Joanna Ghosh (SBN 272479)
Brittany Shaw (SBN 331773)
LAWYERS for JUSTICE, PC
450 North Brand Blvd., Suite 900
Glendale, California 91203
Tel: (818) 265-1020 / Fax: (818) 265-1021

Attorneys for Plaintiff

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

LINDA HILDEBRANDT, individually, and
on behalf of other aggrieved employees
pursuant to the California Private Attorneys
General Act;

Plaintiffs,

vs.

SENT MANAGEMENT SERVICES, LLC,
a California limited liability company; and
DOES 1 through 100, inclusive,

Defendant.

Case No.: 34-2021-00302142-CU-OE-GDS

Honorable Jill H. Talley
Department 23

**PLAINTIFF'S NOTICE OF MOTION
AND MOTION FOR APPROVAL OF
PRIVATE ATTORNEYS GENERAL
ACT (CAL. LABOR CODE § 2698,
ET SEQ.) SETTLEMENT
AGREEMENT AND AWARD OF
ATTORNEYS' FEES AND COSTS,
GENERAL RELEASE FEE, AND
SETTLEMENT ADMINISTRATION
COSTS; MEMORANDUM OF POINTS
AND AUTHORITIES**

[Declaration of Plaintiff's Counsel
(Brittany Shaw); Declaration of Plaintiff
(Linda Hildebrandt); and [Proposed] Order
and Judgment filed concurrently herewith]

Reservation ID: A-302142-001
Date: January 31, 2025
Time: 9:00 a.m.
Department: 23

Complaint Filed: June 8, 2021
Trial Date: None Set

1 **PLEASE TAKE NOTICE** that on January 31, 2025 at 9:00 a.m. or as soon thereafter as
2 the matter may be heard before the Honorable Jill H. Talley in Department 23 of the Superior
3 Court of the State of California, for the County of Sacramento, located at Gordon D. Schaber
4 County Courthouse, 720 9th Street, Room 102, Sacramento, CA 95814, Plaintiff Linda
5 Hildebrandt (“Plaintiff”) will and hereby does move for entry of the following orders:

- 6 1. Granting approval, pursuant to California Labor Code section 2699(1)(2)¹, of the
7 settlement between Plaintiff and Defendant SENT Management Services, LLC
8 (“Defendant”) of the claims brought pursuant to the Private Attorneys General Act of
9 2004 (“PAGA”), as set forth in the Private Attorneys General Act Settlement
10 Agreement and Release (“Settlement,” “Agreement,” or “Settlement Agreement”),
11 attached as “**EXHIBIT 1**” to the Declaration of Brittany Shaw, including and not
12 limited to, the plan of allocation and distribution of the Total Settlement Amount for
13 payment of the LWDA Payment to the California Labor and Workforce Development
14 Agency (“LWDA”), Individual Settlement Shares to the Aggrieved Employees,
15 Attorneys’ Fees and Costs to Plaintiff’s Counsel, Settlement Administration Costs to
16 the PAGA Settlement Administrator, and General Release Fee to Plaintiff;
- 17 2. Approving the Total Settlement Amount² of \$439,500.00 (subject to possible increase
18 pursuant to Section 3(b) of the Settlement Agreement), which is inclusive of
19 Attorneys’ Fees and Costs, a General Release Fee to Plaintiff, the Settlement
20 Administration Costs, and the Net Settlement Amount;
- 21 3. Approving the Net Settlement Amount, estimated to be no less than \$249,258.81
22 which will be distributed to the California Labor and Workforce Development
23 Agency (“LWDA”) and the Aggrieved Employees, pursuant to California Labor
24 Code section 2699(i), of which 75% will be paid to the LWDA (“LWDA Payment”)
25 and 25% will be paid to the Aggrieved Employees (“Employees’ Portion”);
26

27 ¹ All references to the California Private Attorneys General Act (“PAGA”) shall be to the former version of Labor
28 LABOR CODE § 2698, *ET SEQ.* as this case was commenced prior to June 19, 2024. Cal. Code Civ. Proc. § 2699.3(g)(1).

² Capitalized terms not otherwise defined herein have the meanings ascribed to them in the Settlement Agreement.

4. Appointing ILYM Group, Inc. (“ILYM”) as the PAGA Settlement Administrator;
5. Directing Defendant to transmit the Total Settlement Amount of \$439,500.00 into a qualified settlement account established by the PAGA Settlement Administrator for administration of the Settlement, and directing the PAGA Settlement Administrator to distribute the Total Settlement Amount in accordance with the Settlement Agreement;
6. Directing the mailing of Individual Settlement Share checks to the Aggrieved Employees along with the Cover Letter, which shall be substantially similar in content and form to that attached as “**EXHIBIT A**” to the [Proposed] Order and Judgment Granting Approval of Private Attorneys General Act (Cal. Labor Code § 2698, *Et Seq.*) Settlement Agreement and Award of Attorneys’ Fees and Costs, General Release Fee, and Settlement Administration Costs (“[Proposed] Order and Judgement”) filed concurrently herewith;
7. Awarding \$15,000.00 to Plaintiff Linda Hildebrandt as a General Release Fee;
8. Awarding up to \$10,000.00 to the PAGA Settlement Administrator as Settlement Administration Costs; and
9. Awarding to Plaintiff’s Counsel, Lawyers *for* Justice, PC, \$153,825.00 as compensation for reasonable attorneys’ fees and \$11,416.19 for reimbursement of litigation costs and expenses (“Attorneys’ Fees and Costs”), pursuant to California Labor Code section 2699(g)(1).

The Settlement Agreement is being concurrently submitted to the California Labor and Workforce Development Agency in conformity with California Labor Code section 2699(l)(2).

This motion is made pursuant to California Labor Code section 2699(l)(2), which provides for review and approval by the Court of the settlement of a civil action filed pursuant to PAGA, and Rule 3.1113(e) of the California Rules of Court, which permits the Court to extend the page limit for memoranda.

Pursuant to Local Rule 1.06 (A), the court will make a tentative ruling on the merits of this matter by 2:00 p.m., the court day before the hearing. The complete text of the tentative ruling may be downloaded off the court’s website. If the party does not have online access, they

1 may call the dedicated phone number for the department as referenced in the local telephone
2 directory between the hours of 2:00 p.m. and 4:00 p.m. on the court day before the hearing and
3 receive the tentative ruling. If you do not call the court and the opposing party by 4:00 p.m. the
4 court day before the hearing, no hearing will be held.

5 This motion will be based upon the following Memorandum of Points and Authorities,
6 the Settlement Agreement, the Declarations of Plaintiff's Counsel (Brittany Shaw) and Plaintiff
7 (Linda Hildebrandt) in support thereof, as well as the pleadings and other records on file with the
8 Court in this matter, and such evidence and oral argument as may be presented at the hearing on
9 this motion.

10 Dated: January 6, 2025

LAWYERS for JUSTICE, PC

11 
12 By: _____
13 Brittany Shaw
14 Attorneys for Plaintiff
15
16
17
18
19
20
21
22
23
24
25
26
27
28

TABLE OF CONTENTS

I.	SUMMARY OF MOTION.....	1
II.	FACTUAL BACKGROUND AND RELEVANT PROCEDURAL HISTORY	1
III.	SUMMARY OF THE SETTLEMENT TERMS.....	3
A.	Aggrieved Employees.....	3
B.	Distribution of the Total Settlement Amount	3
C.	The Scope of the Release in the Settlement Agreement	4
IV.	STANDARDS FOR APPROVAL OF PAGA SETTLEMENT.....	4
V.	THE SETTLEMENT IS FAIR AND SHOULD BE APPROVED	6
A.	The Factors Giving Rise to a Presumption of Fairness Exist	6
B.	The Relative Strength of the PAGA Claim and the Range of Possible Outcomes in the Action Strongly Favor Approval of the Settlement.....	7
C.	The Settlement Avoids Risky, Complex, and Lengthy Further Litigation	7
D.	The Settlement Is Fair, Adequate, and Reasonable	8
E.	The Experience and Views of Plaintiff’s Counsel Favor Approval of the Settlement	9
VI.	THE REQUESTED ATTORNEYS’ FEES AWARD SHOULD BE APPROVED	9
A.	A Fee Award of a Percentage of the Entire Fund Is Appropriate.....	9
B.	The Requested Fee Award Is Reasonable Based on the Factors Considered in Determination of Fee Awards.....	12
1.	Time & Labor	13
2.	The Skill Required to Perform Legal Services Properly	14
3.	Whether the Fee Is Fixed or Contingent.....	14
4.	The Amount Involved and the Results Achieved	15
5.	The Reputation and Ability of the Attorneys.....	15
C.	The Lodestar Methodology Also Justifies Approval of the Requested Fees.....	15
VII.	PLAINTIFF’S COUNSEL’S REQUEST FOR REIMBURSEMENT OF LITIGATION COSTS AND EXPENSES SHOULD BE APPROVED	18

VIII.	THE PROPOSED COVER LETTER TO THE AGGRIEVED EMPLOYEES SHOULD BE APPROVED	18
IX.	THE PROPOSED SETTLEMENT ADMINISTRATION COSTS ARE FAIR AND REASONABLE, AND SHOULD BE APPROVED	19
X.	THE PROPOSED GENERAL RELEASE FEE IS FAIR, ADEQUATE, AND REASONABLE, AND SHOULD BE APPROVED	19
XI.	CONCLUSION.....	20

TABLE OF AUTHORITIES

Cases

<i>Amalgamated Transit Union, Local 1756, Afl-Cio v. Superior Court</i> (2009), 46 Cal.4th 993	5
<i>Arias v. Superior Court</i> (2009) 46 Cal.4th 969	5
<i>Boyd v. Bechtel Corp.</i> (N.D. Cal. 1979) 485 F.Supp. 610.....	7
<i>Casida v. Sears Holdings Corp.</i> (E.D. Cal. Jan. 26, 2012) 2012 WL 253217.....	5
<i>Consumer Privacy Cases</i> (2009) 175 Cal. App. 4th 545.....	11
<i>Iskanian v. CLS Transportation Los Angeles, LLC</i> (2014) 58 Cal.4th 348	5
<i>Kirkorian v. Borelli</i> (N.D. Cal. 1988) 695 F.Supp. 446	6
<i>Laffitte v. Robert Half Int’l, Inc.</i> (2016) 1 Cal.5th 480	11, 15
<i>Ochoa-Hernandez v. CJADERS Foods, Inc.</i> (N.D. Cal. Apr. 2, 2010) 2010 WL 1340777.....	5
<i>Ochoa-Hernandez v. CJADERS Foods, Inc.</i> (N.D. Cal. Apr. 2, 2010), 2010 WL 1340777	5
<i>Pedroza v. PetSmart, Inc.</i> (C.D. Cal. Jan. 28, 2013) 2013 WL 1490667	5
<i>Robinson v. Southern Counties Oil Co.</i> (2020) 53 Cal.App.5th 476.....	4
<i>Thomas v. Aetna Health of Cal., Inc.</i> (E.D. Cal. June 2, 2011) 2011 WL 2173715.....	5
<i>Vo v. Las Virgenes Municipal Water Dist.</i> (2000) 79 Cal.App.4th 440	16
<i>Wershba v. Apple Computer, Inc.</i> (2001) 91 Cal.App.4th 224.....	6
<i>Williams v. Superior Court</i> (2017) 3 Cal.5th 531	5, 9

Statutes

Cal. Lab. Code § 2699(g)(1)(i)	9
Cal. Lab. Code § 2699(j).....	6
Cal. Lab. Code § 2699(l).....	5
Cal. Lab. Code § 2699(l)(2).....	1, 5
Cal. Lab. Code § 2699.3	5
Cal. Lab. Code §§ 2698, <i>et seq.</i>	1

1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. SUMMARY OF MOTION**

3 Plaintiff Linda Hildebrandt (“Plaintiff”) seeks approval of the Private Attorneys General
4 Act Settlement Agreement and Release (“Settlement,” “Agreement,” or “Settlement
5 Agreement”) entered into between Plaintiff, individually and on behalf of the State of California
6 and other aggrieved employees, and Defendant SENT Management Services, LLC
7 (“Defendant”), pursuant to California Labor Code section 2699(l)(2).³ Plaintiff and Defendant
8 (together, the “Parties”) have agreed to resolve the above-captioned action, brought pursuant to
9 the Private Attorneys General Act of 2004, California Labor Code section 2698, *et seq.*
10 (“PAGA”), for a Total Settlement Amount of \$439,500.00, subject to possible increase pursuant
11 to Section 3(b) of the Settlement Agreement.⁴

12 The Settlement is fair, adequate, and reasonable, as it represents a reasoned compromise of a
13 disputed claim that has been reached through arm’s-length negotiations, in light of the risks, complexity,
14 and expense of further litigation, and the strengths of the PAGA claim. The Settlement meets the
15 requirements for Court approval based upon the relevant fairness factors. The Court is
16 respectfully requested to approve the Settlement, award the Attorneys’ Fees and Costs,
17 Settlement Administration Costs, and General Release Fee and approve the LWDA Payment.⁵

18 In order to efficiently present the Court with adequate information to determine whether
19 to grant approval of the Settlement, Plaintiff also moves for an order permitting the filing of this
20 memorandum, although it exceeds the page limit established by California Rules of Court, Rule
21 3.1113(d).

22 **II. FACTUAL BACKGROUND AND RELEVANT PROCEDURAL HISTORY**

23 Defendant is located in Los Alamitos, California is a general contracting company
24 providing preconstruction and construction services. Plaintiff Linda Hildebrandt is a former

25 _____
26 ³ The Private Attorneys General Act Settlement Agreement and Release (“Settlement Agreement”) is attached as
27 “**EXHIBIT 1**” to the Declaration of Brittany Shaw. Evidence demonstrating the LWDA received a copy of the
28 Settlement Agreement is attached as “**EXHIBIT 5**” to the Declaration of Brittany Shaw.

⁴ Settlement Agreement, §§ 3(a)-(b).

⁵ The proposed Settlement Agreement does not impose any affirmative duties or obligations upon aggrieved employees or counsel.

1 employee of Defendant.

2 On April 1, 2021, Plaintiff Linda Hildebrandt provided the LWDA and Defendant with
3 written notice of her intent to assert a claim for civil penalties under PAGA and the basis for the
4 claim, to which the LWDA did not respond (“PAGA Notice”).⁶

5 On June 8, 2021, Plaintiff filed a Complaint for Enforcement Under the Private Attorneys
6 General Act, California Labor Code § 2698, Et Seq. (“Operative Complaint”) against Defendant
7 in the Sacramento County Superior Court (“Court”), Case No. 34-2021-00302142-CU-OE-GDS
8 (the “Action”).

9 On September 2, 2021, Defendant filed an Answer to the Operative Complaint.

10 On September 22, 2021, Plaintiff’s Counsel propounded multiple sets of formal written
11 discovery requests onto Defendant (specifically, Requests for Production of Documents (Sets
12 One), Special Interrogatories (Sets One and Two), and Form Interrogatories – General (Set
13 One)), served notices of depositions of Defendant’s Person Most Knowledgeable designees
14 regarding organizational structure, wage and hour practices, and affirmative defenses, along with
15 requests for production of documents.⁷

16 On October 29, 2021, Defendant responded to Plaintiff’s Requests for Production of
17 Documents (Sets One), Special Interrogatories (Sets One and Two), and Form Interrogatories –
18 General (Set One). On June 9, 2023, after the Parties completed the *Belaire-West* notice
19 administration process, Defendant supplemented its responses to Special Interrogatories (Set
20 One) with the contact information for the alleged aggrieved employees. Defendant also
21 supplemented its responses to Requests for Production of Documents (Sets One), and Special
22 Interrogatories (Set Two) on May 29, 2024.⁸

23 After the Parties agreed to mediation, the Parties engaged in additional informal
24 discovery and the exchange of information, data, and documents, including, but not limited to, a
25 sampling for time and wage records from employees of Defendant.⁹

26 _____
27 ⁶ Declaration of Brittany Shaw (“Shaw Decl.”), ¶ 9, Exh. 2.

28 ⁷ See Shaw Decl., ¶ 13.

⁸ *Id.*

⁹ *Id.*

On November 13, 2023, the Parties participated in a mediation conducted by Brandon McKelvey, Esq., a well-respected mediator experienced in mediating complex labor and employment matters.¹⁰ The Parties did not reach a settlement at mediation. However, with the continued aid of the mediator, the Parties reached the Settlement described herein.¹¹

III. SUMMARY OF THE SETTLEMENT TERMS

A. Aggrieved Employees

The Aggrieved Employees who are covered by the Settlement are: all current and former hourly-paid or non-exempt employees who worked for Defendant in the State of California during the PAGA Period.¹² Based on information provided by Defendant as of October 9, 2023, there are approximately 289 Aggrieved Employees and 9,132 Compensable Pay Periods.¹³

B. Distribution of the Total Settlement Amount

Under the terms of the Settlement Agreement, Defendant will pay a Total Settlement Amount of \$439,500.00, subject to possible increase.¹⁴ The Net Settlement Amount will be the Total Settlement Amount less the following amounts: (1) Attorneys' Fees and Costs consisting of attorneys' fees of \$153,825.00, and reimbursement of litigation costs and expenses of \$11,416.19 to Plaintiff's Counsel; (2) General Release Fee of \$15,000.00 to Plaintiff; and (3) Settlement Administration Costs of up to \$10,000.00 to ILYM Group, Inc. ("ILYM" or "PAGA Settlement Administrator").¹⁵ The Net Settlement Amount will be fully distributed to the Aggrieved Employees and the LWDA.

Within 14 calendar days of the Court's order granting approval of the Settlement, Defendant will transmit the Total Settlement Amount to a qualified settlement account established by the PAGA Settlement Administrator for administration of the Settlement.¹⁶ No later than 7 calendar days after the Court's order granting approval of the Settlement, Defendant

¹⁰ *Id.*, ¶ 12.

¹¹ *Id.*

¹² Settlement Agreement, § 3(a)(5).

¹³ Settlement Agreement, § 3(a)(5), and Shaw Decl., ¶¶ 8, 25.

¹⁴ Settlement Agreement, § 3(a)-(b), and Shaw Decl., ¶ 10.

¹⁵ Shaw Decl., ¶ 10.

¹⁶ Settlement Agreement, § 7(a).

will provide the PAGA Settlement Administrator with a list of all Aggrieved Employees (“Aggrieved Employees List”).¹⁷

No later than 14 calendar days after the PAGA Settlement Administrator receives the Aggrieved Employees List and Total Settlement Amount, the PAGA Settlement Administrator will mail the agreed-upon Cover Letter and Individual Settlement Share checks (together, the “PAGA Settlement Package”) to all Aggrieved Employees by first-class United States mail.¹⁸ 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 re-mailing of the PAGA Settlement Package.¹⁹

The Individual Settlement Share checks issued to Aggrieved Employees will remain valid for 90 calendar days, and thereafter, will be canceled.²⁰ 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 Settlement Share(s).²¹

C. The Scope of the Release in the Settlement Agreement

If the Court grants approval of the Settlement, Plaintiffs and the State of California with respect to the Aggrieved Employees will release the Released Parties²² from the Released Claims.²³

IV. STANDARDS FOR APPROVAL OF PAGA SETTLEMENT

The PAGA allows an “aggrieved employee” to bring a civil action on behalf of the State of 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.²⁴

¹⁷ *Id.*, § 7(c)(1).

¹⁸ Settlement Agreement, § 7(c)(3).

¹⁹ *Ibid.*

²⁰ *Id.*, § 7(c)(4).

²¹ *Ibid.*

²² *Ibid.*

²³ Settlement Agreement, § 8(a).

²⁴ *Robinson v. Southern Counties Oil Co.* (2020) 53 Cal.App.5th 476 (aggrieved employee cannot opt out of a

(Footnote continued)

Before bringing a civil action under PAGA, an employee must comply with California Labor Code section 2699.3. *See* Cal. Lab. Code § 2699(a). Plaintiff has 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.²⁵ 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.²⁶

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." *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

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).

²⁵ *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.

²⁶ 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.

those purposes.” See Cal. Lab. Code § 2699(j).

V. 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 negotiations, after a mediation with an experienced and respected mediator, Brandon McKelvey, Esq.²⁷ 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.

The Settlement is presumptively fair because: (1) it is the product of adversarial, non-collusive, and arm’s-length negotiations; (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 of litigating this claim through trial.²⁸

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.²⁹ Plaintiff’s Counsel has extensive experience handling representative and class action wage-and-hour litigation and used that experience to achieve a settlement recovery for Plaintiff, the State of California, and the Aggrieved Employees.³⁰ Therefore, the Court should give considerable 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. 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.*

²⁷ Shaw Decl., ¶ 12.

²⁸ *Id.*, ¶¶ 13-18, 26-27.

²⁹ *Id.*, ¶ 30.

³⁰ *Id.*, ¶¶ 3-6.

(N.D. Cal. 1979) 485 F.Supp. 610, 616-17, 622 (recommendations of plaintiffs' counsel should be given a presumption of reasonableness).

B. The Relative Strength of the PAGA Claim and the Range of Possible Outcomes in the Action 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 24-30.

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

Courts favor the 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 (citation omitted).

Prior to reaching the Settlement, the Parties investigate 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.³¹ The Parties thoroughly and sufficiently evaluated the PAGA claim and related allegations, including calculating the potential monetary recovery under PAGA.³²

Had the case not settled, the Parties would have conducted 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 the case for trial. From the inception of this litigation, Defendant indicated that it would aggressively litigate this case.³³ Even if Defendant failed on its defenses, 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.³⁴ Additionally, there is a real possibility that Plaintiff would recover nothing, either for herself or on behalf of the State of California or other Aggrieved

³¹ *Id.*, ¶ 13.

³² *Id.*

³³ *Id.*, ¶ 16.

³⁴ *Id.*, ¶ 18.

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. Plaintiff and her counsel recognize the expense and length of continued proceedings necessary to litigate the matter through trial and any possible appeals.³⁵ Plaintiff and her 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.³⁶ Plaintiff and her 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 Plaintiff, the State of California, and other Aggrieved Employees.³⁷ Plaintiff and her 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.³⁸

Considering all of the facts in this case, Plaintiff and her counsel have determined that the Settlement therefore meets the “fair, reasonable, and adequate” standard set forth in *Moniz v. Adecco USA, Inc.* (2021) 72 Cal.App.5th 56, 77, 87, and that it is in the best interests of the Aggrieved Employees and the State of California.³⁹

³⁵ *Id.*

³⁶ *Id.*

³⁷ *Id.*

³⁸ *Id.*, ¶ 31.

³⁹ *Id.*

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 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 Plaintiff’s Counsel Favor Approval of the Settlement

Plaintiff’s Counsel is highly experienced in complex representative and class action wage-and-hour litigation.⁴⁰ In the view of Plaintiff’s 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.⁴¹ 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)).

VI. 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 Total Settlement Amount, which is \$153,825.00 (assuming the Total Settlement Amount remains \$439,500.00), subject to approval and award by the Court.⁴² The requested attorneys’ fees award is commensurate with: (1) the risk that Plaintiff’s Counsel took in bringing and litigating the case, (2) the time, effort, and expense dedicated to the case, (3) the skill and determination that Plaintiff’s Counsel has shown, (4) the results that Plaintiff’s Counsel has achieved throughout the litigation, (5) the value that Plaintiff’s Counsel has achieved in the case, and (6) the other cases

⁴⁰ Shaw Decl., ¶¶ 3-6.

⁴¹ *Id.*, ¶ 21.

⁴² Settlement Agreement, § 3(a)(1).

1 that Plaintiff's Counsel has turned down in order to devote its time and effort to this case.

2 Plaintiff's Counsel is entitled to recover reasonable attorneys' fees and costs as a matter
3 of right under PAGA. *See* Cal. Lab. Code § 2699(g)(1) ("Any employee who prevails in any
4 [PAGA] action shall be entitled to an award of reasonable attorney's fees and costs"). Plaintiff's
5 Counsel is also entitled to fees and costs under California Code of Civil Procedure section
6 1021.5, as the instant PAGA action is by definition "for the benefit" of others and secures
7 monetary recovery for a large number of Aggrieved Employees, as well as the State of
8 California. *See Estrada v. FedEx Ground Package Sys. Inc.* (2007) 154 Cal.App.4th 1, 16-17
9 (recognizing that recovery obtained on behalf of 209 individuals satisfies the "significant
10 benefit," "public interest," and "large class of persons" requirements of Code of Civil Procedure
11 section 1021.5, regardless of plaintiff's personal motivation). The settlement will also provide
12 funds to the state labor agency to enhance enforcement of labor laws and education of
13 "employers and employees about their rights and responsibilities under [the California Labor
14 Code]." Cal. Lab. Code § 2699(i).

15 Courts may calculate and award attorneys' fees as a percentage of a monetary fund that has, by litigation,
16 been preserved or recovered for the benefit of others. *Laffitte v. Robert Half Int'l, Inc.* (2016) 1
17 Cal.5th 480 at 486 & 506. Trial courts "retain the discretion to forgo a lodestar cross-check and [may]
18 use other means to evaluate the reasonableness of a requested percentage fee." *Id.* (internal quotes
19 omitted); *see also Wershba, supra*, 91 Cal.App.4th at 253. Courts award fees to serve as an economic
20 incentive for lawyers to undertake litigation, and thereby enhance and facilitate access to the
21 judicial system for adjudication of meritorious claims, and to deter wrongdoing. This is
22 especially true in situations where multiple similar alleged wrongs would not be economically
23 feasible to pursue individually, such as here. *See A. Conte, Attorney Fee Awards* (2d ed. 1993)
24 104, at 6.

25 The percentage method is particularly appropriate where a monetary settlement has been
26 recovered and "the benefit [recovered can be] easily quantified." *In re Bluetooth Headset Prods.*
27 *Liab. Litig.* (9th Cir. 2011) 654 F.3d 935, 942. Where the amount of a settlement is a "certain
28 easily calculable 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, supra*, 48 Cal. App. 4th at 1808.

The percentage fee method is preferred in representative actions because “it better approximates the workings of the marketplace than the lodestar approach.” *Lealao, supra*, 82 Cal.App.4th at 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. *Id.*, 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, supra*, 126 Cal.App.4th at 1270).

Plaintiff’s 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.⁴³

Plaintiff’s Counsel has 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

⁴³ 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).

recovery of any kind.⁴⁴ In the present case, Plaintiff's Counsel has borne all of the risks and costs of litigation and will not receive any compensation until recovery is obtained.⁴⁵ Plaintiff's Counsel is experienced in complex wage-and-hour litigation and used that experience to obtain a settlement recovery for Plaintiff, the Aggrieved Employees and the State of California.⁴⁶ Considering the amount of fees requested, work performed, risks incurred, results obtained, and experience of Plaintiff's Counsel in handling similar matters, Plaintiff maintains 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 Plaintiff's Counsel, are: (1) the time and labor required; (2) the novelty and difficulty of the questions involved; (3) the skill requisite to perform the legal services properly; (4) the preclusion of other employment by the attorney due to the acceptance of the case; (5) the customary fee; (6) whether the fee is fixed or contingent; (7) the time limitation imposed by the client or the circumstances; (8) the amount involved and results obtained; (9) the experience, reputation, and ability of the attorney; (10) the undesirability of the case; (11) the nature and length of the professional relationship with the client; and (12) 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 Plaintiff's Counsel's representation and the risks taken in commencing the Action, the skill and determination required, the results that Plaintiff's Counsel has achieved, and the value of the settlement that Plaintiff's Counsel has obtained on behalf of Plaintiff, the Aggrieved Employees, and the State

⁴⁴ Shaw Decl., ¶ 20.

⁴⁵ *Id.*, ¶ 22.

⁴⁶ *Id.*, ¶¶ 3-6.

of California. For the reasons discussed herein, an award of attorneys' fees in the amount of 35% of the Total Settlement Amount is reasonable.

1. Time & Labor

Plaintiff's Counsel has used its experience and skills in litigating complex wage-and-hour actions to bring this matter to a successful conclusion. Prior to commencing this lawsuit, Plaintiff's Counsel conducted a significant amount of investigation into the factual and legal issues, Defendant's business, and its operations and employment policies, practices, and procedures.⁴⁷ During the litigation of the Action, Plaintiff's Counsel interviewed and obtained information from Plaintiff, Defendant, and other sources; conducted legal research; reviewed and analyzed information, documents and data; prepared for and participated in mediation and robust settlement discussions; evaluated the PAGA claim; and calculated the potential monetary recovery under PAGA.⁴⁸ Plaintiff's Counsel also met and conferred with Defendant's counsel regarding the pleadings, case management, discovery, the mediation. and settlement, among other issues.⁴⁹ Plaintiff's Counsel performed other work including, *inter alia*, case strategy and analysis; drafting, reviewing, and revising the pleadings, court filings, the mediation brief, settlement agreement, and settlement approval motion papers; propounding written discovery requests and notices of depositions of Defendants' person most knowledgeable designees; claims evaluation and analysis and preparing for the mediation and settlement negotiations; and appearing for court proceedings and participating in mediation and settlement negotiations.⁵⁰

Plaintiff's Counsel dedicated the full extent of staffing and monetary resources necessary to prosecute the case with maximum efficiency and has fully and actively participated in the litigation process. The Attorney Task and Time Chart, which is attached as "**EXHIBIT 3**" to the accompanying Declaration of Brittany Shaw, sets forth in detail the hours that Plaintiff's Counsel has spent performing tasks in this matter. Attorneys at Lawyers for Justice, PC has spent **194.30 hours** to obtain a recovery on behalf of Plaintiff, the Aggrieved Employees, and the State of

⁴⁷ Shaw Decl., ¶ 13.

⁴⁸ *Ibid.*

⁴⁹ *Ibid.*

⁵⁰ *Ibid.*

California. These hours were required to bring the case to its successful conclusion.

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

2. The Skill Required to Perform Legal Services Properly

The skill required to properly litigate this case is evident not only in the results achieved, but in the steps necessary to reach the same. Defendant retained highly respected counsel to represent its defenses. Plaintiff's Counsel's effort and skill were used to, among other things, investigate the allegations and gather facts; research the legal issues; analyze data, documents, and information obtained from Defendant, Plaintiff, and through other sources; evaluate the PAGA claim; and negotiate the settlement. Despite all of the obstacles that had to be overcome, Plaintiff's Counsel used its extensive experience and skill in the handling of complex wage-and-hour matters to advocate for and obtain Aggrieved Employees and the State of California a recovery now, with maximum efficiency, as opposed to the possibility of recovery in the future, after significant expense and time.⁵¹

3. Whether the Fee Is Fixed or Contingent

Plaintiff's Counsel has provided representation on a contingency basis, has borne all of the risks and costs of litigation, and will not receive any compensation until recovery is obtained.⁵² Plaintiff's Counsel has invested **184.30 hours** of time to obtain relief on behalf of Plaintiff, the Aggrieved Employees, and the State of California. Plaintiff's Counsel is also requesting reimbursement of litigation costs and expenses in the amount of \$11,416.19.⁵³ If Plaintiff's Counsel had not been successful, the time that they have devoted to litigating the case would have been for naught and would not have produced any fee or any reimbursement of costs or expenses. Plaintiff's Counsel is well-experienced in complex wage-and-hour litigation and used that experience to obtain a great result for Plaintiff, the Aggrieved Employees, and the State of California.⁵⁴ The skill and determination that Plaintiff's Counsel has shown throughout the

⁵¹ Shaw Decl., ¶¶ 11-21.

⁵² *Id.*, ¶ 22.

⁵³ *Id.*, ¶¶ 20, 22, Exh. 3 and Exh. 4.

⁵⁴ See Shaw Decl., ¶¶ 3-6.

Action justify the requested attorneys' fees and costs. Considering the amounts requested, work performed, and risks incurred, the requested fees and costs are reasonable and should be awarded.

4. *The Amount Involved and the Results Achieved*

The results achieved, in light of the difficulties inherent in similar cases and the specific difficulties faced in this case, are considerable. Here, the results achieved, and the recovery obtained on behalf of Plaintiff, the Aggrieved Employees, and the State of California represent a fair and reasonable resolution of this lawsuit. Plaintiff's Counsel's efforts have resulted in a settlement that provides for a Total Settlement Amount of \$439,500.00, subject to possible increase pursuant to Section 3(b) of the Settlement Agreement, and it is currently estimated that the Net Settlement Amount available for distribution to the Aggrieved Employees and the State of California, as set forth in Part III.C *infra*, is approximately \$249,258.81.⁵⁵

5. *The Reputation and Ability of the Attorneys*

Plaintiff's Counsel is a recognized class action and complex litigation law firm, and its attorneys employed their knowledge, skill, and experience to bring the case to a successful conclusion. Plaintiff's Counsel has years of wage-and-hour class action and complex litigation experience, has recovered millions of dollars on behalf of thousands of individuals in California, and has successfully handled numerous significant wage-and-hour class action and representative action cases.⁵⁶

C. The Lodestar Methodology Also Justifies Approval of the Requested Fees.

While the percentage-of-the-benefit approach is endorsed as the better approximation of the workings of the marketplace than the lodestar approach, courts may also use the lodestar method to "cross-check" the results of the other. *See Laffitte, supra*, 1 Cal.5th at 505 (explaining that "[a] lodestar cross-check is simply a quantitative method for bringing a measure of the time spent by counsel into the trial court's reasonableness determination"); *see also, e.g., Vizcaino*, 290 F.3d at 1050 ("[W]hile the primary basis of the fee award remains the percentage method,

⁵⁵ Settlement Agreement, § 3(a)-(b).

⁵⁶ Shaw Decl., ¶¶ 3-6.

1 the lodestar may provide a useful perspective on the reasonableness of a given percentage
2 award.”). Importantly, “the lodestar calculation . . . does not override the trial court’s primary
3 determination of the fee as a percentage” and “does not impose an absolute maximum or
4 minimum on the potential fee award.” *Laffitte, supra*, 1 Cal.5th at 505. The lodestar is calculated
5 based on reasonable hours at reasonable prevailing hourly rates for the attorneys, and counsel is
6 entitled to compensation for every hour reasonably spent on the matter. *Ketchum, supra*, 24
7 Cal.4th at 1131-32.

8 The reasonableness of hours is assessed by “the entire course of the litigation, including
9 pretrial matters, settlement negotiations, discovery, litigation tactics, and the trial itself[.]” *Vo v.*
10 *Las Virgenes Municipal Water Dist.* (2000) 79 Cal.App.4th 440, 447. Attached to the
11 Declaration of Brittany Shaw is the Attorney Task and Time Chart that sets forth in detail the
12 numerous tasks that Plaintiff’s Counsel performed in this case, and the time required for
13 completing those tasks.⁵⁷ The chart demonstrates that Lawyers for Justice, PC has spent a total of
14 **184.30 hours** on this matter. In light of the facts and circumstances of this case, as well as the
15 results Plaintiff’s Counsel has achieved on behalf of Plaintiff, the Aggrieved Employees, and the
16 State of California, Plaintiff’s Counsel has spent a reasonable number of hours on this matter.

17 Both California and federal courts recognize that attorneys should be compensated for
18 providing representation on a contingency basis and for taking on the risks associated with said
19 representation, as well as being provided with financial incentives to enforce important rights
20 and protections like those at issue in this matter. *See Ketchum, supra*, 24 Cal.4th at 1132-33. In
21 awarding attorneys’ fees, the aim is to mirror “the established practice in the private legal market
22 of rewarding attorneys for taking the risk of nonpayment by paying them a premium over their
23 normal hourly rates for winning contingency cases.” *See id.*

24 Plaintiff’s Counsel has been actively involved in the prosecution of this case, and their
25 work on this matter has precluded other employment. Here, Plaintiff’s Counsel bore the risk that,
26
27

28 ⁵⁷ *Id.*, Exh. 3.

despite all of their efforts and skills employed, there may be no recovery. Ultimately, Plaintiff's Counsel was successful in reaching a settlement of \$439,500.00.

As set forth in the Declaration of Brittany Shaw, the professional backgrounds and experience of Plaintiff's Counsel support a reasonable blended hourly rate of compensation of at least \$850 per hour for services provided by Plaintiff's Counsel.⁵⁸ Lawyers for Justice, PC has been awarded attorneys' fees, compensating the firm at the rate of at least \$850 for legal services performed, by courts of this state.⁵⁹ While the circumstance of every case is unique, the fact remains that the work performed and efforts undertaken by Plaintiff's Counsel in this matter justify the requested attorneys' fees award.

Applying the rate of \$850 per hour to **184.30** hours worked by Plaintiff's Counsel, would place a base lodestar value of \$156,655.00 on the services provided by Plaintiff's Counsel. However, Plaintiff's Counsel only seeks an attorneys' fee award of \$153,825.00 (equal to 35% of the Total Settlement Amount based on the Settlement Agreement).

The lodestar method as a cross-check to the percentage figure sought strongly supports the reasonableness of the requested attorneys' fees. Accordingly, Plaintiff respectfully requests that the Court approve and grant an attorneys' fees award in the amount of \$153,825.00 to Plaintiff's

⁵⁸ Shaw Decl., ¶ 21.

⁵⁹ For example, final approval of the class and representative action settlement in *David Dugan v. TEC Equipment, Inc., et al.* (Los Angeles Superior Court Case No. 19STCV01591) was granted on July 8, 2021, and the award of attorneys' fees involved an hourly rate of \$936.47; final approval of the class and representative action settlement in *Larry Greenwood, et al. v. Scan Health Plan* (Los Angeles Superior Court Case No. BC715157) was granted on April 20, 2021, and the award of attorneys' fees involved an hourly rate of \$919.57; final approval of the class action settlement in *Thereasa Carrozzella v. Basalite Concrete Products, LLC* (Sacramento County Superior Court Case No. 34-2017-00220214-CU-OE-GDS) was granted on February 21, 2020, and the award of attorneys' fees involved an hourly rate of \$766.05; final approval of the class and representative action settlement in *Alice Rutledge, et al. v. Healthport Technologies, LLC* (Alameda County Superior Court Case No. RG16835813) was granted on June 11, 2019, and the award of attorneys' fees involved an hourly rate of \$764.82; final approval of the class and representative action settlement in *Seth Swan v. Pace Supply Corp.* (Sonoma County Superior Court Case No. SCV258764) was granted on February 6, 2019, and the award of attorneys' fees involved an hourly rate of \$855.96; final approval of the class and representative action settlement in *Stanley Bland, et al. v. Telecare Corporation* (Alameda County Superior Court Case No. RG16811450) was granted on November 21, 2018, and the award of attorneys' fees involved an hourly rate of \$831.38; final approval of the class and representative action settlement in *Maryjo Ungerbuhler Anderson v. Boyett Petroleum* (Stanislaus County Superior Court Case No. 2020582) was granted on May 15, 2018, and the award of attorney's fees involved an hourly rate of \$780.77; and final approval of the class and representative action settlement in *Demetrius Camarillo v. Blue Diamond Growers* (Sacramento County Superior Court Case No. 34-2015-00175871) was granted on June 30, 2017, and the award of attorneys' fees involved an hourly rate of \$845.64. Shaw Decl., ¶ 21.

Counsel, which is reasonable and justified on a percentage-basis and also based on a lodestar cross-check.

VII. PLAINTIFF’S COUNSEL’S REQUEST FOR REIMBURSEMENT OF LITIGATION COSTS AND EXPENSES SHOULD BE APPROVED

The Settlement provides for reimbursement of litigation costs and expenses of up to \$16,000.00. As set forth in the Declaration of Brittany Shaw and reflected in the Case Cost Detail attached hereto as “**EXHIBIT 4,**” Plaintiff’s Counsel seeks reimbursement of \$11,416.19 in litigation costs and expenses.⁶⁰ These expenses were reasonable and necessary in the prosecution of this matter and to obtain the Settlement, and the amount sought for reimbursement is less than the maximum amount allocated under the Settlement Agreement for reimbursement of litigation costs and expenses.⁶¹ The cost savings of \$4,583.81 will be part of the Net Settlement Amount.⁶² Accordingly, Plaintiff’s Counsel requests that the Court award reimbursement of litigation costs and expenses in the amount of \$11,416.19 to Plaintiff’s Counsel.

VIII. THE PROPOSED COVER LETTER TO THE AGGRIEVED EMPLOYEES SHOULD BE APPROVED

Although PAGA does not require notice to unnamed aggrieved employees of a settlement, the Parties prepared, and now present for the Court’s consideration and approval, the Cover Letter for transmission to the Aggrieved Employees along with their Individual Settlement Share check (together, “PAGA Settlement Package”), substantially in the form attached as “**EXHIBIT 1**” to the [Proposed] Order and Judgment and as “EXHIBIT A” to the Settlement Agreement. The Cover Letter informs the Aggrieved Employees about the Action and the Settlement. Accordingly, Plaintiff respectfully requests that the Court approve the Cover Letter for transmission to the Aggrieved Employees at the time of disbursing their Individual Settlement Shares.

⁶⁰ Shaw Decl., ¶ 22, Exh. 4.

⁶¹ *Ibid.*

⁶² *Ibid.*

IX. **THE PROPOSED SETTLEMENT ADMINISTRATION COSTS ARE FAIR AND REASONABLE, AND SHOULD BE APPROVED**

As set forth in the Settlement Agreement, the Parties have agreed to retain, subject to approval by the Court, ILYM Group, Inc. to handle the administration of the Settlement. The fees and expenses of the PAGA Settlement Administrator are estimated not to exceed \$10,000.00. These costs include, but are not limited to, expenses for preparing, printing, and mailing the Cover Letter and Individual Settlement Shares checks to the Aggrieved Employees (i.e., PAGA Settlement Package); performing skip-trace searches; re-mailing the returned PAGA Settlement Packages to any updated addresses located; and handling inquiries from Aggrieved Employees regarding the Settlement, among other things. Accordingly, the Court should grant approval of the Settlement Administration Costs in the amount of up to \$10,000.00 to ILYM Group, Inc., a necessary third-party for handling the settlement process.

X. **THE PROPOSED GENERAL RELEASE FEE IS FAIR, ADEQUATE, AND REASONABLE, AND SHOULD BE APPROVED**

The Settlement provides for a General Release Fee to be paid to Plaintiff in the amount of \$15,000.00 in recognition of her efforts and work in spearheading the litigation of this matter, as well as for her broader individual waiver and release of claims with a California Civil Code Section 1542 waiver (set forth in Section 8(b) of the Settlement Agreement).⁶³ It is reasonable and just for Plaintiff to receive this payment. Plaintiff contributed considerable time and effort to the litigation of this case in order to enforce the California Labor Code on behalf of the State of California and for the benefit of other Aggrieved Employees. Plaintiff discussed her employment with her counsel, gathered and produced relevant documents and information, and provided the facts and evidence necessary to attempt to prove the allegations.⁶⁴ Plaintiff was available whenever her counsel needed her and tried to obtain and provide documents and information that would aid in the litigation of the PAGA claims and pursuit of recovery on behalf of the State of California and Aggrieved Employees.⁶⁵ Accordingly, it is reasonable and just for Plaintiff to receive a General Release Fee in the amount of \$15,000.00, in addition to the Individual

⁶³ Settlement Agreement, § 3(a)(2).

⁶⁴ Shaw Decl., ¶ 23; Declaration of Linda Hildebrandt ("Hildebrandt Decl."), ¶¶ 3 & 4.

⁶⁵ Shaw Decl., ¶ 23; Hildebrandt Decl., ¶¶ 3 & 4.

Settlement Share he will receive as an Aggrieved Employee for his share of the Net Settlement Amount.

XI. CONCLUSION

The Settlement is fair, adequate, and reasonable, as it represents a reasoned compromise of disputed claims that has been reached through arm's-length negotiations, in light of the risks, complexity, and expense of further litigation. Plaintiff respectfully requests that the Court approve the Settlement, including the plan of allocation and distribution of the Total Settlement Amount for the LWDA Payment to the LWDA, Individual Settlement Shares to the Aggrieved Employees, Attorneys' Fees and Costs to Plaintiff's Counsel, Settlement Administration Costs to the PAGA Settlement Administrator, and General Release Fee to Plaintiff, and permit the filing of a memorandum that exceeds the page limit.

Dated: January 6, 2025

LAWYERS for JUSTICE, PC

By: 
Brittany Shaw
Attorneys for Plaintiff