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PETER LIMON and  
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**SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
**COUNTY OF CONTRA COSTA**

PETER LIMON, On Behalf of Himself  
and All Others Similarly Situated and On  
Behalf of the General Public as Private  
Attorneys General;

Plaintiff,

v.

JACK DOHENY COMPANIES, INC., a  
Michigan corporation; and DOES 1  
through 10 inclusive,

Defendants.

Case No. MSC21-01249

*Assigned For All Purposes To The  
Honorable Judge Edward G. Weil*

Department: 39

**MOTION FOR APPROVAL OF PRIVATE  
ATTORNEYS GENERAL ACT  
SETTLEMENT; MEMORANDUM OF  
POINTS AND AUTHORITIES IN SUPPORT;  
DECLARATION OF RONALD L.  
ZAMBRANO IN SUPPORT WITH EXHIBIT**

Hearing Date: 09/01/22  
Time: 9:00a

Department: 39

Action filed: July 11, 2021  
Trial: Not set

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1   **I.       INTRODUCTION**

2       Plaintiff Peter Limon (hereinafter “Limon” or “Plaintiff”) submits this Memorandum of  
3   Points and Authorities in support of Plaintiff’s Motion for Approval of the Private Attorneys  
4   General Act (“PAGA”) Settlement reached in this action against Jack Doheny Companies, Inc.,  
5   (hereinafter “Defendant” or “JACK”). Plaintiff and Defendant are collectively referred to as “the  
6   Parties.” The Parties have documented the proposed settlement in the Settlement Agreement and  
7   Release of PAGA Claims<sup>1</sup>, attached as Exh. 1 to Declaration of Zambrano (“Zambrano Decl.”).  
8   Plaintiffs are Aggrieved Employees as they allege, they suffered the claimed violations in the  
9   PAGA period. (Zambrano Decl. at ¶ 2.) The PAGA Settlement Fund is \$25,000.00, and West  
10   Coast Employment Lawyers is foregoing attorney’s fees from the PAGA fund. (*Id.*) After  
11   deduction of third-party administration expenses of \$3,500, the remaining amount of \$21,500.00 is  
12   the PAGA Payment, to be allocated as detailed below. (*Id.*)

13   **II.       PROCEDURAL HISTORY**

14       On April 1, 2021, Plaintiff Limon provided written notice to the LWDA and Defendant,  
15   as required by California Labor Code §2699.3(a)(1), of his intent to pursue PAGA penalties  
16   and the basis of the alleged violations of unpaid overtime, failure to provide meal and rest  
17   breaks, failure to provide accurate wage statements and seeking waiting time penalties and  
18   civil penalties under the Private Attorney General Act, Labor Code Section 2698 *et seq.* on  
19   behalf of himself and other aggrieved employees (“PAGA Claims.”) (Zambrano Decl. ¶3).  
20   Plaintiff exhausted his administrative remedies with LWDA. On July 11, 2021, Plaintiff filed  
21   a Complaint in this matter in the Superior Court of California, for the County of Contra Costa.  
22   (*Id.*).

23       Subsequently, Plaintiff and Defendant JACK engaged in informal discovery. On  
24   December 10, 2021, the Parties engaged in conversations to schedule mediation, and settled  
25   for June 8, 2022, as the mediation date. (*Id.*). During this before mediation, the Parties  
26   engaged in exchange of documents and information related to the claims during which  
27

28       

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<sup>1</sup>       Hereinafter “Settlement” or “Settlement Agreement.” Unless indicated otherwise, all capitalized terms  
have the same meaning as those defined by the Settlement dAgreement.

1 Defendants provided Plaintiff's Counsel with information and documents pertaining to  
2 Plaintiff and other aggrieved employees, including time sheets and wage statements.  
3 (Zambrano Decl. at ¶ 4). Plaintiff's Counsel then analyzed these documents to value the PAGA  
4 claim.

5 On June 8, 2022, the Parties participated in a full-day mediation with Louis Marlin,  
6 Esq. (Zambrano Decl. ¶5). Through mediation, the Parties agreed to fully resolve the PAGA  
7 Claims as to Plaintiff and the Aggrieved Employees. (*Id.*). At the June 8, 2022, mediation,  
8 the Parties also agreed to fully resolve Plaintiff's individual claims. (Zambrano Decl. ¶6).  
9 The settlement is memorialized in a Confidential Settlement Agreement and General Release of  
10 Claims, which the Parties executed concurrently with the Private Attorneys General Act  
11 Settlement Agreement and Release, and which is contingent upon the court's approval of the  
12 same. (*Id.*).

### 13 **III. PAGA CLAIMS, DEFENDANT'S ARGUMENTS AND RISKS ASSESSED**

14 Plaintiff Limon alleges he worked for Defendant for 86 weeks total. (Zambrano Decl.  
15 at ¶ 7).

16 Plaintiff alleges he and Aggrieved Employees were denied their rest breaks and their  
17 meal breaks in violation of *Brinker Rest. Corp. v. Sup. Ct.*, (2012) 53 Cal.4th 1004, 1036,  
18 1049 and California Labor Code Section 226.7. (These require a 30-minute uninterrupted  
19 meal period by the end of the 6<sup>th</sup> hour worked, during which the employee is free from all  
20 duty). Because Plaintiff alleges they were not allowed any breaks during their workday on a  
21 daily basis, the requisite meal and rest breaks were denied to them during their employment.  
22 (Zambrano Decl. at ¶ 3). Defendant, however, denies these allegations and claims compliance  
23 with all relevant statutes. Because the Parties had dueling allegations, such considerations  
24 were made in calculating PAGA penalties for purposes of coming to an informal resolution.

25 Plaintiff also alleges that he and Aggrieved Employees were denied complete, accurate  
26 wage statements in violation of Labor Code section 226(a). Plaintiff alleges that his hours  
27 were rounded down to the nearest 15<sup>th</sup> minute regardless of whether rounding conventions  
28 dictated that Plaintiff's hours should be rounded up, thus resulting in inaccurate timekeeping

1 and inaccurate wage statements for Plaintiff. Furthermore, because Plaintiff alleges he and  
2 Aggrieved Employees were not paid meal or rest break premiums when the law required the  
3 same, and were routinely not paid for overtime hours worked, Plaintiff alleges Defendant's  
4 timekeeping was inaccurate which resulted in inaccurate wage statements for Plaintiff.  
5 (Zambrano Decl. at ¶ 3).

6 Lastly, Plaintiff alleges he and Aggrieved Employees are entitled to additionally  
7 accruing wages at the regular daily rate of pay, up to a maximum of thirty days, pursuant to  
8 California Labor Code sections 200-204 for Defendant's alleged failure to pay Plaintiff's  
9 earned and unpaid wages at the time of discharge, allegedly in violation of the aforementioned  
10 sections of the Labor Code. (Zambrano Decl. at ¶ 3).

#### 11 **IV. PAGA ACTIONS**

##### 12 **A. The PAGA Statutory and Procedural Scheme**

13 PAGA creates a means of "deputizing" citizens as private attorney generals to enforce  
14 the Labor Code on behalf of the LWDA. (*Brown v. Ralphs Grocery Co.* (2011) 197  
15 Cal.App.4th 489). Plaintiffs bring this claim "as the proxy or agent of the state's labor law  
16 enforcement agencies." (*Id.* at 986; *see also Reyes v. Macy's, Inc.* (2011) 202 Cal.App.4th  
17 1119, 1123-1124; *Iskanian v. CLS Transp. Los Angeles, LLC* (2015) 59 Cal.4th 348, 380 ). In  
18 fact, when an aggrieved employee brings a PAGA claim, "the government is always the real  
19 party in interest." (*Securitas Sec. Servs. USA, Inc. v. Sup. Ct. of San Diego Cnty.* (2015) 234  
20 Cal.App.4th 1109, 1119; *Montano v. The Wet Seal Retail, Inc.* (2015) 232 Cal.App.4th 1214,  
21 1222 ("[A] PAGA action is a dispute between an employer and the State agency.")). Thus, a  
22 plaintiff that brings a PAGA claim represents "the same legal right and interest as state labor  
23 law enforcement agencies," in that he/she seeks to recover civil penalties that otherwise would  
24 have been assessed and collected by the LWDA. (*California Labor Code* § 2699 (a) & (f);  
25 *Securitas, supra*, 234 Cal.App.4th at 1119; *see also Medina v. Vander Poel* (E.D. Cal. 2015)  
26 523 B.R. 820, 825 (holding "PAGA plaintiffs do not have property rights in their cases.")).  
27 This is made clear by the fact that 75% of the penalties recovered are sent to the LWDA,  
28

1 showing that penalties are principally for the state and secondarily for aggrieved employees.

2 In order to enforce and seek penalties under PAGA in a civil action, an aggrieved employee  
3 must first provide written notice to the LWDA and the employer of the California Labor Code  
4 sections alleged to be violated. (*California Labor Code* §2699.3(a)(1)). Once the LWDA notifies  
5 the aggrieved employee that it does not intend to investigate, or the LWDA does not respond within  
6 60 days, the aggrieved employee may then file a lawsuit against the employer on behalf of the  
7 LWDA and all other similarly situated aggrieved employees after 65 days have passed. (*California*  
8 *Labor Code* §2699.3(a)(2)(A).) As explained above, Plaintiff has complied with the notice  
9 requirements.

10 Additionally, consistent with the fact that unnamed employees have no property interest in  
11 a PAGA claim, “[u]nnamed employees need not be given notice of the PAGA claim, nor do they  
12 have the ability to opt-out of the representative PAGA claim.” (*Ochoa-Hernandez v. Cjaders*  
13 *Foods, Inc.*, (N.D. Cal. Apr. 2, 2010) 2010 WL 1340777 at \*5). This renders the approval process  
14 distinct from those in a class action settlement, as there is no need for the Court to employ the "two-  
15 step approval process” required under Rule 3.769 of the California Rules of Court.

16 Lastly, in a PAGA settlement, the court shall “review and approve any settlement of any  
17 civil action filed pursuant to this part.” (*California Labor Code* § 2699(1)(2)). The Parties have  
18 reached such a settlement and now seek this Court’s approval of the settlement, which has been  
19 submitted to the LWDA under *California Labor Code* § 2699(1)(2).

20  
21 **B. The Court Has Discretion to Reduce PAGA Penalties**

22 “PAGA penalties...are mandatory, not discretionary” and must be awarded upon a  
23 showing that Defendant violated the Labor Code. (*Amaral v. Cintas Corp. No. 2* (2008) 163  
24 Cal. App. 4th 1157, 1213; *Moreno v. Autozone, Inc.* (N.D. Cal. June 5, 2007) No. C05-04432  
25 MJJ, 2007 WL 1650942, at \*3). However, PAGA provides the Court with discretion when it  
26 awards these penalties. California Labor Code § 2699(e)(2) states that “a court may award a  
27 lesser amount than the maximum civil penalty amount specified by this part if, based on the  
28 facts and circumstances of the particular case, to do otherwise would result in an award that is

1 unjust, arbitrary and oppressive, or confiscatory.” In fact, this has been done many times,  
2 including recently in *Carrington v. Starbucks Corp.*, (2018) 30 Cal. App. 5th 504. There, the  
3 plaintiff requested PAGA penalties of about \$70 million but the Court instead awarded only  
4 \$150,000 (0.21% of the maximum penalty). It came to this amount by using a \$50/pay period  
5 penalty (instead of \$100), and its discretion to reduce this to \$5 (a 90% reduction).

6 Some of the factors courts have considered in reducing the amount of civil penalties  
7 include whether (1) the violation arises from an unsettled legal obligation (*Cotter v. Lyft, Inc.*,  
8 (N.D. Cal. 2016) 193 F.Supp.3d 1030, 1037); and (2) the employer’s willingness to fix the  
9 violation. (*Fleming v. Covidien*, (CD. Cal. 2011) 2011 US. Dist. LEXIS 154590, \*8-9). In  
10 *Cotter*, the Court found that a \$1 million PAGA settlement was fair and reasonable in light of  
11 the unsettled nature of the law (which awarded \$2.52 per pay period for 397,110 pay periods,  
12 resulting in a 97.5% reduction from the maximum penalty). Here there are unsettled issues of  
13 law regarding whether meal period and rest break violations result in wage statement violations  
14 and waiting time penalties (as noted in *Naranjo* above). In *Fleming*, the Court reduced the  
15 potential penalties by over 82 percent, awarding \$500,000 for 28,742 pay periods at issue.  
16 Defendant would argue that it did not willfully withhold wages and that it acted in good faith  
17 belief that Plaintiff was compensated as required by law. Thus, Defendant did not have  
18 knowledge that there was a violation.

19 Courts have also found that the subsequent violation rate only applies after notice of  
20 the alleged violation occurs (*Amaral v. Cintas Corp. No. 2, supra*, 163 Cal.App.4th at 1209;  
21 accord *Garnett v. ADT LLC* (E.D. Cal. 2015) 74 F. Supp.3d 1332, 1335-36). Furthermore,  
22 there is no definitive case law on whether PAGA penalties can be stacked. For example, if an  
23 employee is not paid for all hours worked, whether the employee can recover a penalty under  
24 California Labor Code Section 204 (failure to pay all wages), 1194 et seq. (failure to pay  
25 minimum wage), as well as Sections 226/226.3 (non-compliant wage statements). Defendants  
26 would argue claims cannot be stacked when they arise from the same facts, which in the above  
27 example results in one penalty per pay period instead of two or three.

28 The above items regarding the court’s discretion, stacking and whether subsequent

penalty rates apply were considered in evaluating the potential settlement. Based on these considerations, plus the risks associated with the claims as addressed in this motion, Plaintiff's counsel found the settlement to be fair and reasonable and respectfully requests the Court approve it.

#### **V. THE PROPOSED SETTLEMENT**

The PAGA Settlement Fund is \$25,000.00 for this action. Pursuant to the PAGA Settlement Agreement, the Net Settlement Fund is what remains after deducting the following: West Coast Employment Lawyers is foregoing attorney's fees from the PAGA fund. Third-party administration expenses are up to \$3,500.00. After deducting the above, the Net PAGA Fund is \$21,500.00. (Zambrano' Decl. ¶14.)

The Net Settlement Fund of \$21,500.00 is allocated to PAGA penalties, which is split between 75% (or \$16,125.00) to the LWDA and 25% (or \$5,375.00) to the Aggrieved Employees. (Zambrano Decl. ¶ 2). Simpluris will send the LWDA its portion. The 25% of the PAGA penalties for Aggrieved Employees (\$5,375.00) will be paid pro rata based on the number of workweeks during the PAGA period for the Aggrieved Employees and they will be issued an IRS Form 1099. (Zambrano Decl. ¶ 2; Exh. 1).

The Aggrieved Employees are defined as: "all individuals who performed work as mechanics for Defendant Jack Doheny Companies, Inc. in the State of California at any time between April 1, 2021 and continuing to the date the Court approves this Agreement and the PAGA Settlement Amount." This is a non-reversionary, cash settlement. A third-party administrator, which counsel proposes to be Simpluris, will be retained for the mailing of notices and payments as detailed below. (Zambrano Decl. ¶7; Exh. 1).

#### **A. The Release**

The California Supreme Court has explained that a judgment in a PAGA representative action ". . . is binding not only on the named employee Plaintiffs but also on government agencies and any aggrieved employee not a party to the proceeding." (*Arias, supra*, 46 Cal. 4th at 985-986). Here, the Settlement Agreement and Notice to Aggrieved Employees make clear that the release only applies to PAGA civil penalties as they state they are releasing the

Released Parties from “all PAGA claims”.

**B. Funding, Payment and Notice of the Settlement to Aggrieved Employees.**

Within 15 days after the Court enters an order approving the settlement, Defendant JACK shall provide the Settlement Administrator with names, last known addresses, and social security numbers if known (in electronic format) of the Aggrieved Employees, including the dates during which each was employed during the applicable period. Based upon this data, the Settlement Administrator will determine the amounts it will pay each of the Aggrieved Employee. (Zambrano Decl. ¶ 8).

Within 10 days after receiving the Gross Settlement Fund and Aggrieved Employee data, the Settlement Administrator will issue the payments to the Aggrieved Employees. Additionally, upon receipt of the Gross Settlement Fund, the Settlement Administrator will 1) wire-transfer to Plaintiff’s Counsel its attorneys’ fees, costs and expenses approved by the Court; 2) mail to the LWDA the portion of the PAGA Penalties representing 75% of that amount as detailed above; and 3) pay itself the Settlement Administration costs (but these costs shall be paid after all Aggrieved Employees are sent their checks). The Settlement Administrator shall use its best professional efforts, including utilizing the National Change of Address database, to track any Aggrieved Employee’s mailing returned as undeliverable and will resend the checks and notice promptly upon identifying updated mailing addresses. (Zambrano Decl. at ¶ 9).

Aggrieved Employees will have 180 days within which to cash their checks. After 180 days, all uncashed and undeliverable checks will be sent by the Settlement Administrator to the State Controller’s Office, Unclaimed Property Division. After the 180 days expires, and for purposes of the Final Accounting Hearing, Plaintiff’s counsel will provide a declaration from the Settlement Administrator detailing an accounting of the amounts paid, the amount of unclaimed and uncashed funds and that these amounts have been sent to the State Controller.

(Zambrano Decl. at ¶ 10).

## **VI. THE PROPOSED SETTLEMENT SHOULD BE APPROVED**

### **A. The Settlement is Fair, Reasonable and Adequate**

To be approved, a settlement must be “fair, reasonable and adequate to all concerned.” (*Reed v. United Teachers Los Angeles*, (2012) 208 Cal.App.4th 322,337). The Court's role in evaluating a proposed settlement is limited to ensure that the agreement taken as a whole is fair and is not the product of fraud or collusion between the negotiating parties. (*See Hanlon v. Chrysler Corp.*, (9th Cir. 1998) 150 F.3d 1011, 1026, 1027). To begin with, there is a presumption of fairness when the settlement agreement was negotiated at arm's length by experienced counsel and based on sufficient discovery and investigation to allow counsel and the court to act intelligently. (*See, e.g., Kullar v. Foot Locker Retail, Inc.*, (2008) 168 Cal.App.4th 116,130.; *Dunk v. Ford Motor Co.*, (1996) 48 Cal.App.4th 1794, 1802). Additionally, West Coast Employment Lawyers is foregoing attorney's fees on the settlement amount and the state accordingly will collect a larger percentage of the total PAGA amount.

A breakdown of the Plaintiffs' potential verdict value in this case, in addition to a calculation of the potential PAGA value, is attached herein as Exhibit B. This information should serve to elucidate the potential cash value of the claims, in addition to how much the case was discounted for settlement purposes. Furthermore, “[i]n the context of a settlement agreement, the test is not the maximum amount Plaintiffs might have obtained at trial on the complaint, but whether the settlement is reasonable under all of the circumstances.” (*Wershba v. Apple Computer, Inc.*, (2001) 91 Cal.App.4th 224, 250). A trial court has broad powers to decide if the settlement is fair under the circumstances of the case. (*Mallick v. Superior Court*, (1979) 89 Cal.App.3d 434, 438). The overriding concern is to ensure the proposed settlement is “fair, adequate, and reasonable,” and factors to consider include, but are not limited to:

[T]he strength of Plaintiffs' case, the risk, expense, complexity and likely duration of further litigation, the risk of maintaining class action status through trial, the amount offered in settlement, the extent of discovery completed and the stage of the proceedings, the experience and views of counsel, the presence of a governmental participant, and the reaction of the class members to the proposed

1 settlement. (*Dunk, supra*, 48 Cal.App.4th at 1801.)

2 As noted above, because this is a PAGA case, the risk of maintaining class action status and  
3 reaction of class members to settlement are inapplicable. The above factors require balancing  
4 and are non-exhaustive. Risks and strengths of the claims, as well as discovery, investigation  
5 and maximum exposure are addressed above, and the experience of Plaintiff's counsel is  
6 included in the Declaration of Ronald L. Zambrano.

7 Regarding the discovery conducted, courts look to this information to aid in assessing  
8 whether the parties sufficiently developed the claims and their supporting factual basis before  
9 reaching settlement. (*Kullar, supra*, 168 Cal.App.4th at 129-31). Information is sufficient  
10 where it allows the parties and the court to form "an understanding of the amount in  
11 controversy and the realistic range of outcomes of the litigation." (*Clark, supra*, 175  
12 Cal.App.4th at 801). This requirement exists so that the parties can provide the court with "a  
13 meaningful and substantiated explanation of the manner in which the factual and legal issues  
14 have been evaluated." (*Kullar, supra*, 168 Cal.App.4th at 132). As made clear by this motion,  
15 Plaintiff's counsel was provided with sufficient information through the informal exchange  
16 and mediation to form a realistic range of outcomes, to evaluate Defendant's financial distress,  
17 and confirm for the Court that the Settlement is reasonable. (Zambrano Decl. at ¶ 4).

18 In the PAGA context, the Court should keep in mind that "[u]nlike a class action  
19 seeking damages or injunctive relief for injured employees, the purpose of PAGA is to  
20 incentivize private parties to recover civil penalties for the government that otherwise may not  
21 have been assessed and collected by overburdened state enforcement agencies." (*Ochoa-*  
22 *Hernandez v. Cjaders Foods, supra*, 2010 WL 1340777 at \*4.) The legislative history makes  
23 little mention of the court approval requirement. This was added in the 2014 amendments.  
24 Instead, PAGA actions ". . . directly enforce *the state's* interest in penalizing and deterring  
25 employers who violate California's labor laws." (*Iskanian, supra*, 59 Cal.4th at 387.) As such,  
26 the focus is on the effect the penalties may have on the employer, rather the LWDA or  
27 aggrieved employees who will receive the penalties, unlike in class actions where the focus is  
28

1 typically on the amount received by the class compared to the reasonable range of potential  
2 outcomes. (*Kullar, supra*, 168 Cal.App.4th at 130.)

3 Accordingly, Plaintiff's individual claim is greater than the PAGA settlement amount  
4 because it is substantiated by analysis of Plaintiff's recorded hours versus the hours he was  
5 paid for and the resulting denial of overtime pay, rest and lunch breaks, and accurate wage  
6 statements by Defendant. Plaintiff suffered 475 lunch break violations over the course of his  
7 employment: 347 violations because Plaintiff did not get a break by the end of the 6<sup>th</sup> hour  
8 worked and 128 because Plaintiff's meal period was less than 30 minutes. Additionally,  
9 Plaintiff wrongfully did not receive pay for 34 total hours and for 32 hours of overtime work.  
10 The high amount of Plaintiff's recovery reflects these specific harms to Plaintiff and a  
11 reasonable expectation of Plaintiff's likely recovery at trial, while the PAGA amount is  
12 sufficient to deter Defendant from improper timekeeping and rest break violations.  
13 Additionally, aggrieved employees can still pursue non-PAGA claims against Defendant for  
14 specific violations they suffered.

15  
16 **B. The Penalties Should Be Approved**

17 The penalties are appropriate when considered in light of the principles of PAGA. As noted  
18 above, for a PAGA settlement, the Parties are not obligated to follow the class action procedural  
19 rules (including for preliminary approval, claims, opt outs, and final approval). Nonetheless, to  
20 comply with the requirements of Labor Code §2699, the Parties submit the instant Motion and the  
21 Settlement Agreement for Court approval and respectfully request that the Court deem the  
22 Settlement Agreement fair and acceptable and enter an Order and Judgment in accordance with it.

23 Although PAGA and its legislative history do not require a comparison with the "value"  
24 of the claims, the penalties in the proposed Settlement and the Settlement in general are  
25 reasonable when considered in that context as well. To begin with, the Settlement does not  
26 release Aggrieved Employee's non-PAGA claims for alleged violations of the Labor Code.  
27 The discovery provided, analysis undertaken, factors to address, risk evaluation, and discount  
28 taken were included above in addressing the maximum recovery. Additionally, it is important

1 to keep in mind there is a case before the California Supreme Court (*Naranjo*) that can affect  
2 the potential recovery. Plaintiff's Counsel had to assess the risks of moving forward to trial  
3 and what this Court would do in exercising its discretion in awarding penalties if Plaintiff  
4 prevailed, which can be greatly reduced to 10% of the maximum penalties or lower. If the  
5 Court was persuaded by Defendant's arguments that it would be unjust or confiscatory to award  
6 a large amount, it could find Defendant liable, but award almost nothing per violation.

7 **VI. THE SETTLEMENT ADMINISTRATION COSTS SHOULD BE APPROVED**

8 The proposed Settlement Administration Costs of \$3,500.00 are reasonable in light of  
9 the number of employees and efforts necessary after correspondence and cost estimates from  
10 Simpluris, the settlement administrator. Neither counsel has any connection with this entity,  
11 and this administrator's costs are comparable to those of its competitors.

12 **VII. CONCLUSION**

13 Based on the foregoing, the Parties request the Court approve the Settlement, sign the  
14 concurrently filed [Proposed] Order and Judgement instructing the Settlement Administrator  
15 to issue payments from the PAGA Settlement Amount, and set a Hearing re Final Status Report  
16 and Accounting.  
17

18  
19 Dated: July 14, 2022

WEST COAST EMPLOYMENT LAWYERS, APLC

20  
21   
22 By: \_\_\_\_\_

Ronald L. Zambrano Esq.

Nick Yasman, Esq.

23 Attorneys for Plaintiff PETER LIMON  
24 and Aggrieved Employees  
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**PROOF OF SERVICE**

I am employed in the County of Los Angeles, State of California. I am over the age of eighteen and not a party to the within action. My business address is 1147 South Hope Street, Los Angeles, CA 90015.

On July 26, 2022, I served the foregoing documents described as: **MOTION FOR APPROVAL OF PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT; MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT; DECLARATION OF RONALD L. ZAMBRANO IN SUPPORT WITH EXHIBIT** on the interested parties in this action by placing a true copy or original thereof enclosed in a sealed envelope, addressed as follows:

**SEE ATTACHED MAILIN LIST**

- ☐ **BY MAIL (CCP §1013(a) and CCP §2015.5):** I am readily familiar with the firm's practice of collection and processing documents for mailing. Under that practice it would be deposited with U.S. Postal Service on that same day with postage thereon fully prepaid at Los Angeles, California, in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.
- ☐ **BY FACSIMILE TRANSMISSION (CCP §1013(e)(f) and CCP §2015.5):** I caused such documents to be delivered via facsimile transmittal to the office of the addressee. The transmission(s) reported as complete and without error.
- ☒ **BY ELECTRONIC MAIL (CCP §1010.6; CCP §1013(g) and CCP §2015.5)**
- ☐ **BY OVERNIGHT DELIVERY (CCP §1013(c)(d) and CCP §2015.5):** I caused such documents to be delivered via express service carrier to the office of the addressee.
- ☐ **BY PERSONAL SERVICE (CCP §1011 and CCP §2015.5):** I caused such documents to be hand-delivered to the office of the addressee.

X State      ☐ Federal

I declare under penalty of perjury pursuant to the laws of the State of California that the foregoing is true and correct.

Executed on July 26, 2022, at Los Angeles, California.

  
\_\_\_\_\_  
Marlyn Cortez

**MAILING LIST**

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