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11 SUPERIOR COURT OF THE STATE OF CALIFORNIA
12 FOR THE COUNTY OF LOS ANGELES

13 ROBERT NUGENT, as an individual and
on behalf of all others similarly situated,

14 Plaintiffs,
15

16 v.

17 PAYSAFE PAYMENT PROCESSING
SOLUTIONS LLC, a Delaware limited
liability company; and DOES 1 through 50,
18 inclusive,

19 Defendants.
20
21

CASE NO. 21STCV25245

[Assigned for all purposes to the Hon. Elihu M.
Berle, Dept. 6]

**PLAINTIFF'S NOTICE OF MOTION AND
MOTION TO APPROVE SETTLEMENT
AGREEMENT PURSUANT TO THE
PRIVATE ATTORNEYS GENERAL ACT;
MEMORANDUM OF POINTS AND
AUTHORITIES IN SUPPORT**

Date: March 17, 2022
Time: 11:00 a.m.
Dept.: 6
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1 TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

2 PLEASE TAKE NOTICE that on March 17, 2022, at 11:00 a.m., or as soon thereafter as
3 the matter may be heard, before the Honorable Elihu M. Berle, judge presiding, in Department 6
4 of the above referenced Court located at 312 N. Spring Street, California 90012, Plaintiff Robert
5 Nugent ("Plaintiff") will seek an Order approving the Settlement Agreement with Defendant
6 Payment Processing Solutions LLC ("Defendant") filed herewith pursuant to the Private Attorneys
7 General Act (the "PAGA"), Labor Code § 2698, *et seq.*

8 This motion will be based on this notice of motion, the attached memorandum of points
9 and authorities, the accompanying declarations of William L. Marder, Dennis S. Hyun, and
10 Plaintiff, the records and file herein, and on such other evidence as may be presented at the
11 hearing of the motion.

12 DATED: February 16, 2022

HYUN LEGAL, P.C.

13 By: _____

14 Dennis S. Hyun

Attorneys for Plaintiff

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TABLE OF CONTENTS

Page(s)

I. INTRODUCTION	5
II. PLAINTIFF’S PAGA CLAIM AND DEFENDANT’S DEFENSES	6
III. PROCEDURAL HISTORY	8
IV. THE SETTLEMENT TERMS AND ACTUAL AMOUNTS REQUESTED	8
V. PAGA REQUIREMENTS	10
VI. PLAINTIFF’S RATIONALE FOR AGREEING TO THE SETTLEMENT	11
VII. ATTORNEYS’ FEES AND COSTS ARE APPROPRIATE	12
VIII. PLAINTIFF’S ENHANCEMENT SHOULD BE APPROVED	14
IX. NOTICE TO THE LWDA HAS BEEN PROVIDED	15
X. CONCLUSION	15

TABLE OF AUTHORITIES

Pages

Cases

<i>Arias v. Superior Court</i> , 46 Cal. 4th 969, 980 (2009).....	10
<i>Boeing Co. v. Van Gemert</i> , 444 U.S. 472, 478 (1980).....	13
<i>Carrington v. Starbucks Corp.</i> , 30 Cal. App. 5th 504 (2018).....	8, 12
<i>City and County of San Francisco v. Sweet</i> , 12 Cal. 4th 105, 110 (1995).....	13
<i>Epic System Corp. v. Lewis</i> , 584 U.S. ____ (2018).....	5, 6
<i>Gunther v. Alaska Airlines, Inc.</i> , 72 Cal. App. 5th 334, 287 Cal. Rptr. 3d 229, 248 (2021).....	11
<i>In re Dun & Bradstreet Credit Servs. Customer Litig.</i> , 130 F.R.D. 366, 374 (S.D. Ohio 1990).....	15
<i>Iskanian v. CLS Transportation Los Angeles, LLC</i> , 59 Cal. 4th 348, 387 (2014)	6
<i>Laffitte v. Robert Half Int'l</i> , 1 Cal. 5th 480, 503 (2016)	13
<i>Magadia v. Wal-Mart</i> , 999 F.3d 668, 679 (9th Cir. 2021).....	7
<i>Provost v. YourMechanic, Inc.</i> , 55 Cal. App. 5th 982, 991 (2020).....	6, 11
<i>Raines v. Coastal Pac. Food Distributors, Inc.</i> , 23 Cal. App. 5th 667, 675 (2018)	11
<i>Rodriguez v. W. Publ'g Corp.</i> , 563 F.3d 948, 958–59 (9th Cir. 2009).....	14
<i>Serrano v. Priest</i> , 20 Cal. 3d 25, 34 (1977).....	13
<i>Van Vranken v. Atlantic Richfield Co.</i> , 901 F. Supp. 294, 299-300 (N.D. Cal. 1995).....	14
<i>Vincent v. Hughes Air West, Inc.</i> , 557 F. 2d 759, 769 (9th Cir. 1997).....	13
<i>Wershba v. Apple Computer, Inc.</i> , 91 Cal. App. 4th 224, 254 (2001)	12
<i>ZB, N.A. v. Superior Court</i> , 8 Cal. 5th 175, 193 (2019).....	5, 7, 11

Statutes

Cal. Lab. Code §§ 201-204.....	5, 8
Cal. Lab. Code § 226(a).....	5, 8
Cal. Lab. Code § 226.3	5, 8
Cal. Lab. Code § 233	5, 8
Cal. Lab. Code § 246	5, 8
Cal. Lab. Code § 558.....	5, 8
Cal. Lab. Code § 2699	10-12
Cal. Labor Code § 2699.3.....	10

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1 the \$30,000.00 Settlement Amount equates to 28% of the maximum exposure at the time of
2 negotiations. Specifically, Defendant represented that there were 553 total pay periods in which
3 an employee received sick pay wages, regardless of whether the employee earned any additional
4 non-discretionary remuneration. (Declaration of Dennis Hyun (“Hyun Decl.”) ¶¶ 10-11). As
5 such, this 553-pay period number is overinclusive. (*Id.*) Defendant also issued 203 wage
6 statements containing payment of Bonus OT and Retroactive wages to all aggrieved employees.
7 (*Id.*) Based on \$100 per violation based on the sick pay claim and \$250 on the wage statement
8 claim, the total exposure is \$55,300.00 and \$50,750.00 for each claim, respectively. (*Id.*) The
9 raw average award to each employee is \$22.29 per employee based on approximately 137
10 aggrieved employees. (*Id.*)

11 As such, Plaintiff and his counsel respectfully submit that this settlement is fair and
12 respectfully request that the Court approve the settlement.

13 **II. PLAINTIFF’S PAGA CLAIM AND DEFENDANT’S DEFENSES**

14 Given that Plaintiff signed an arbitration agreement with class action waiver, Plaintiff is
15 settling only on a PAGA basis. Again, the U.S. Supreme Court has made clear that arbitration
16 agreements containing class action waivers are enforceable. *Epic System Corp. v. Lewis*, 584
17 U.S. __ [138 S.Ct. 1612] (2018).. Thus, the only procedural mechanism which permits a
18 representative action is the PAGA.

19 Again, the PAGA is a *qui tam* action which seeks recovery of penalties on behalf of the
20 State. As explained by the California Supreme Court in *Iskanian v. CLS Transportation Los*
21 *Angeles, LLC*, 59 Cal. 4th 348, 387 (2014):

22 75 percent of [the penalties] will go to the state’s coffers. We
23 emphasized in *Arias* that “an action to recover civil penalties ‘is
24 fundamentally a law enforcement action designed to protect the
25 public and not to benefit private parties’”; that “[i]n a lawsuit
brought under the [PAGA], the employee plaintiff represents the
same legal right and interest as state labor law enforcement
agencies”; and that “an aggrieved employee’s action under the
[PAGA] functions as a substitute for an action brought by the
government itself.

26 *Id.* at 387; *see also Provost v. YourMechanic, Inc.*, 55 Cal. App. 5th 982, 991 (2020), review
27 denied (Jan. 20, 2021) (“The Legislature provided two financial incentives for aggrieved
28

1 employees to pursue the recovery of civil penalties under PAGA. First, when a civil penalty is
2 recovered under PAGA, 75 percent goes to LWDA and the remaining 25 percent goes to the
3 aggrieved employees. [Citation]. Second, any employee who prevails in an action is entitled to his
4 or her reasonable attorney fees and costs.”) (Citing Labor Code § 2699(g) & (l)).

5 The PAGA does not permit employees to seek unpaid wages, or damages; rather, the only
6 remedy available to employees is the civil penalty, which again, 75% of which must be paid to
7 the State. *ZB, N.A. v. Superior Court*, 8 Cal. 5th 175, 193 (2019) (“If it were in the ambit of the
8 Legislature’s purpose for PAGA plaintiffs to recover unpaid wages as civil penalties, it
9 presumably would have addressed this apparent conflict directly. But our holding today makes
10 clear the conflict is illusory, because unpaid wages are not recoverable as civil penalties under the
11 PAGA in the first place.”).

12 Accordingly, Plaintiff settled this action under the PAGA only, which requires 75% of the
13 net recovery of penalties to go to the State of California and 25% to be divided amongst the
14 aggrieved employees. Plaintiff’s theory of liability is that Defendant failed to: (1) accurately list
15 the rates and hours worked for overtime adjustments called Bonus OT and Retroactive wages in
16 violation of Labor Code § 226(a); and (2) pay sick pay wages at the regular rate of pay by not
17 including all non-discretionary wages in the sick pay rate.

18 Defendant strongly denies these claims for numerous reasons. First, Defendant contends
19 that it need not list the hourly rates and hours worked for overtime adjustments based on the
20 current precedent, including *Magadia v. Wal-Mart*, 999 F.3d 668, 679 (9th Cir. 2021), in which
21 the Ninth Circuit held that an employer need not list the hourly rates and hours worked for
22 overtime wage adjustments so long as they were earned in prior pay periods. Plaintiff’s counsel
23 was counsel in *Magadia*. In *Magadia*, Plaintiff’s counsel obtained a \$102 million judgment
24 against Walmart, which was wiped out on appeal. (Hyun Decl. ¶¶ 6-7). *Magadia* shows that
25 Plaintiff faced real risks in prosecuting this action.

26 Second, Defendant would have argued that any penalty would be unjust, confiscatory, and
27 capricious. Defendant would have argued that the alleged underpaid sick pay is less than a dollar
28 in unpaid wages per violation, such that the PAGA penalties should be reduced.

Indeed, as recently shown in the Court of Appeal’s decision in *Carrington v. Starbucks*

1 *Corp.*, 30 Cal. App. 5th 504 (2018), while the plaintiff prevailed on his PAGA claim upon trial,
2 the trial court reduced the maximum PAGA penalty amount by 90%, citing the employer's good
3 faith attempt at complying with the law. *Id.* at 517. Upon review, the Court of Appeal found such
4 reduction to be proper. *Id.* at 539.

5 **III. PROCEDURAL HISTORY**

6 Pursuant to PAGA, Plaintiff submitted a letter to the LWDA on May 11, 2021 (the
7 "PAGA Notice"), raising the claims for violations of Labor Code §§ 201-204, 226, 226.3, 233,
8 246, and 558, arising from the overtime wage adjustments and sick pay violations. (Hyun Decl. ¶
9 8). Defendant denies, and continue to denies, these allegations and any other contention that
10 Defendant engaged in any misconduct, wrongdoing, or actionable conduct of any kind, including,
11 but not limited to, any violation of the California Labor Code.

12 On July 9, 2021, Plaintiff filed this action initially as a class and PAGA action. (Hyun
13 Decl. ¶ 9). However, subsequent to filing this action, Defendant's counsel produced an
14 arbitration agreement containing a class action waiver signed by Plaintiff. (*Id.*) Therefore, the
15 Parties are settling this case on a PAGA-basis only and request that the Court dismiss the class
16 claims without prejudice, as set forth in the Order filed herewith.

17 Through their respective legal counsel, the Parties have each independently analyzed and
18 investigated the facts and law relevant to the Lawsuit, including, but not limited to data pertaining
19 to the number of employees and violative pay periods. (Hyun Decl. ¶¶ 10-11). After evaluating
20 the strengths and weaknesses of their respective positions, considering the time, expense, and risk
21 associated with litigating the Lawsuit to judgment, and engaging in arm's length settlement
22 negotiations, the Parties settled this matter on a representative PAGA basis. (*Id.* ¶¶ 9-11).

23 **IV. THE SETTLEMENT TERMS AND ACTUAL AMOUNTS REQUESTED**

24 The revised PAGA settlement calls for a total settlement amount of Thirty Thousand
25 Dollars (\$30,000.00) (the "Settlement Amount") for resolution of this PAGA action. (Settlement
26 Agreement at § 6). A true and correct copy of the Parties' Settlement Agreement and Release
27 ("Settlement Agreement") is attached to the Declaration of Dennis S. Hyun as Exhibit A. The
28 settlement also specifies up 1/3 of the total settlement amount, or Ten Thousand Dollars
(\$10,000.00) will be paid as attorneys' fees, up to Five Thousand Dollars (\$5,000.00) will be paid

1 as costs, up to Two Thousand Seven Hundred and Fifty Dollars and Zero Cents (\$2,750.00) will
2 be paid to Phoenix Settlement Administrators (the “Settlement Administrator”) to administer the
3 settlement. (Settlement Agreement at §§ 6, 9-13).

4 Despite the foregoing, Plaintiff’s counsel’s actual costs incurred amounts to a total of
5 \$2,535.25. Thus, a higher amount than what was contemplated in the Settlement Agreement will
6 be available for disbursement to the LWDA and the Aggrieved Employees. Specifically, the
7 remaining sum of approximately \$12,214.75 will be distributed to the LWDA and the Aggrieved
8 Employees on a 75% / 25% basis pursuant to PAGA. (Settlement Agreement at §§ 24, 28).
9 Assuming these amounts are fully awarded, \$9,161.06 will be paid to the LWDA and
10 approximately \$3,053.69 will be distributed to the Aggrieved Employees (the “Employee Net
11 Settlement Amount”). (*Id.*) The Net PAGA Payment shall be allocated among PAGA Group
12 Members by dividing the number of pay periods that each PAGA Group Member used sick pay
13 within the PAGA Period (“Eligible Pay Periods”) by the total pay periods that all PAGA Group
14 Members used sick pay within the PAGA Period, and multiplying that fraction by 25% of the Net
15 PAGA Payment to determine that PAGA Group Member’s total personal recovery (the
16 “Individual Settlement Member Total Recovery”). (Settlement Agreement at § 28).

17 The Aggrieved Employees, or “PAGA Group Members” are defined as “all current and
18 former non-exempt California employees who were paid sick pay by Defendant at any time from
19 October 27, 2020 and December 17, 2021. (Settlement Agreement at § 1). Again, the release, or
20 “PAGA Period” is defined as from October 27, 2020 and December 17, 2021. (*Id.* at § 3).

21 The Released Claims are narrowly tailored to:

22 [A]ll PAGA claims/recovery based on alleged violations of sections
23 201-204, 226, 233, 246, and 2698 the Labor Code, within the
24 PAGA Periods, and all potential claims reasonably arising out of
25 the facts alleged in Plaintiff’s Complaint and/or PAGA Notice. The
26 Released Claims shall exclude claims for unemployment insurance,
disability, and workers’ compensation, and claims outside of the
PAGA Period. Further, Released Claims in this Settlement
Agreement shall not release any non-PAGA class claims or release
any individual claims other than Plaintiff’s individual released
claims.

27 (Settlement Agreement at § 14).

28 Based on the above, and as further detailed below, Plaintiff requests that this Court grant

1 approval of the current PAGA penalties settlement.

2 **V. PAGA REQUIREMENTS**

3 Prior to the enactment of PAGA, many of the penalties provided against employers for
4 violations of certain Labor Code provisions were solely within the province of the California
5 Department of Labor to seek, enforce, and assess. *Arias*, 46 Cal. 4th at 980. However, due to the
6 lack of financing to California's agencies and the substantial number of Labor Code violations by
7 California employers, the California Legislature found that it was in the public interest to allow
8 aggrieved employees to act as private attorneys general and to enforce and recover penalties on
9 behalf of other similarly situated aggrieved employees for Labor Code violations committed by
10 their employers. *Id.* As such, PAGA was enacted to allow such enforcement and recovery by
11 private individuals who have been aggrieved by their employers. Moreover, 75% of any penalties
12 recovered under PAGA by an aggrieved employee is to be paid to California's LWDA and the
13 remaining 25% is to be shared amongst the Aggrieved Employees. Cal. Lab. Code § 2699(i).

14 In order to enforce and seek penalties under PAGA in a civil action, an aggrieved
15 employee must first provide written notice to the LWDA and the employer of the particular Labor
16 Code violation the aggrieved employee alleges the employer has violated. *See* Cal. Labor Code §
17 2699.3(a)(1). Once the LWDA notifies the aggrieved employee that it does not intend to
18 investigate the alleged violations, the aggrieved employee is allowed to proceed in a civil action
19 against the employer on the alleged violations on behalf of all other similarly situated employees.
20 *See* Cal. Labor Code § 2699.3(a)(2)(A).

21 In 2009, the California Supreme Court considered the issue of whether an aggrieved
22 employee who brings a PAGA claim on behalf of himself and others similarly situated needs to
23 seek the PAGA claim as a class action and meet class certification requirements. *Arias*, 46 Cal.
24 4th at 976. After a substantial review of the legislative history of PAGA, the California Supreme
25 Court held that an aggrieved employee's representative action brought on behalf of other
26 similarly situated employees against an employer for PAGA violations do not need to meet the
27 requirements for class certification. *Id.* at 975, 980-88. As the California Supreme Court held, a
28 plaintiff bringing suit under PAGA does so as the proxy or agent of California's labor law
enforcement agencies. *Id.* at 986. Because an employee's PAGA action functions as a substitute

1 for an action brought by the government itself, a judgment in the PAGA action binds all those
2 who would be bound by a judgment in an action brought by the government. *Id.*

3 Again, PAGA actions do not permit private plaintiffs to recover unpaid wages. *ZB*, 8 Cal.
4 5th at 193. Rather, the only remedy a private plaintiff can recover are civil penalties, 75% of
5 which must be paid to the State and 25% of which is available for aggrieved employees. *Id.*;
6 *Provost*, 55 Cal. App. 5th at 991.

7 Finally, in a settlement of a PAGA action brought by an aggrieved employee, the Superior
8 Court must “review and approve any penalties sought as part of a proposed settlement agreement”
9 relating to PAGA penalties. Labor Code § 2699(l). As the Parties to this current PAGA action
10 have reached such an agreement, the Parties now seek this Court’s approval as to the settlement
11 of the penalties amount.

12 **VI. PLAINTIFF’S RATIONALE FOR AGREEING TO THE SETTLEMENT**

13 Under PAGA, the default penalty is \$100 per pay period per violation. Labor Code §
14 2699(f)(2). For wage statement violations, there is a split in authority as to whether the \$100 or
15 \$250 penalty set forth in Labor Code § 226.3 applies. *Raines v. Coastal Pac. Food Distributors,*
16 *Inc.*, 23 Cal. App. 5th 667, 675 (2018) (“Section 226.3 provides the civil penalty for failure to
17 comply. In our view, LWDA would not be prohibited from seeking civil penalties for a grossly
18 inadequate wage statement simply because the employer did provide a statement. Otherwise, the
19 purpose of the statute would be thwarted”); *Gunther v. Alaska Airlines, Inc.*, 72 Cal. App. 5th
20 334, 287 Cal. Rptr. 3d 229, 248 (2021). Defendant represented that there were 553 total pay
21 periods in which an employee received sick pay wages, regardless of whether the employee
22 earned any additional non-discretionary remuneration. (Hyun Decl. ¶¶ 10-11). As such, this 553-
23 pay period number is overinclusive. (*Id.*) Defendant also issued 203 wage statements containing
24 payment of Bonus OT and Retroactive wages to all aggrieved employees. (*Id.*) Based on \$100
25 per violation based on the sick pay claim and \$250 on the wage statement claim (assuming that
26 the \$250 penalty applies), the total exposure is \$55,300.00 and \$50,750.00 for each claim,
27 respectively. (*Id.*) The raw average award to each employee is \$22.29 per employee based on
28 approximately 137 aggrieved employees. (*Id.*) As such, the \$30,000.00 Settlement Amount
represents 28% of the total exposure assuming that the \$250 higher penalty applies to the wage

1 statement claim. If the \$100 default penalty applied to the Section 226 claim, then the \$30,000.00
2 settlement represents 39% of the maximum exposure. (*Id.*)

3 However, even assuming Plaintiff ultimately prevails, the Court still has discretion to
4 reduce any potential PAGA penalties. Pursuant to Labor Code § 2699(f)(2) the Court can decline
5 to award PAGA penalties where “...if, based on the facts and circumstances of the particular
6 case, to do otherwise, would result in an award that is unjust, arbitrary and oppressive, or
7 confiscatory.” Indeed, as recently shown in the Court of Appeal’s decision in *Carrington v.*
8 *Starbucks Corp.*, 30 Cal. App. 5th 504 (2018), while the plaintiff prevailed on his PAGA claim
9 upon trial, the trial court reduced the maximum PAGA penalty amount by 90%, citing the
10 employer’s good faith attempt at complying with the law. *Id.* at 517. Upon review, the Court of
11 Appeal found such reduction to be proper. *Id.* at 539.

12 Although Plaintiff believes in the merits of the alleged claims and maintains that there
13 does not exist any reason for reducing PAGA penalties, Plaintiff is aware that Defendants’
14 defenses could be persuasive to the Court. For example, if this Court decided to follow *Magadia*,
15 999 F.3d at 679, then Plaintiff would have no Labor Code § 226(a) claim.

16 Further, even if Plaintiff were to prove his claims at trial, there is a possibility that the
17 Court could award a small percentage of PAGA penalties, as the Court has the discretion to do
18 especially in light of the fact that the unpaid sick pay wages consist of small amounts.

19 Finally, the only claims being released are the PAGA penalties limited to the claims
20 alleged and nothing more. The Aggrieved Employees are not releasing their individual claims
21 under such Labor Codes – only their PAGA claims/penalties.

22 For all of the foregoing reasons, this Settlement should be approved.

23 **VII. ATTORNEYS’ FEES AND COSTS ARE APPROPRIATE**

24 PAGA allows a prevailing plaintiff to obtain attorneys’ fees and costs. Cal. Lab. Code §
25 2699(g); *Provost*, 55 Cal. App. 5th at 991.

26 Although this is not a class action, in representative class actions California state and
27 federal courts have recognized that an appropriate method for determining award of attorneys’
28 fees is based on a percentage of the total value of benefits to class members by the settlement.
Wershba v. Apple Computer, Inc., 91 Cal. App. 4th 224, 254 (2001); *Serrano v. Priest*, 20 Cal. 3d

1 25, 34 (1977) (“*Serrano III*”); *Boeing Co. v. Van Gemert*, 444 U.S. 472, 478 (1980); *Vincent v.*
2 *Hughes Air West, Inc.*, 557 F. 2d 759, 769 (9th Cir. 1997). The purpose of this equitable doctrine
3 is to avoid unjust enrichment of counsel and to “spread litigation costs proportionally among all
4 the beneficiaries so that the active beneficiary does not bear the entire burden alone.” *Vincent*,
5 557 F. 2d at 769.

6 The Common Fund doctrine is predicated on the principle of preventing unjust
7 enrichment. When a litigant’s efforts create or preserve a fund from which others derive benefits,
8 he may require the passive beneficiaries to compensate those who created the fund. Both
9 California state and federal courts have embraced this doctrine. *Serrano III*, 20 Cal. 3d at 35;
10 *Vincent*, 557 F.2d at 769. Similarly, in *City and County of San Francisco v. Sweet*, 12 Cal. 4th
11 105, 110 (1995), the California Supreme Court recognized that the common fund doctrine has
12 been applied “consistently in California when an action brought by one party creates a fund in
13 which other persons are entitled to share.” The reasons for applying the common fund doctrine
14 include: “...fairness to the successful litigant, who might otherwise receive no benefit because his
15 recovery might be consumed by the expenses; correlative prevention of an unfair advantage to the
16 others who are entitled to share in the fund and who should bear their share of the burden of its
17 recovery; encouragement of the attorney for the successful litigant who will be more willing to
18 undertake and diligently prosecute proper litigation for the protection or recovery of the fund if he
19 is assured that he will be properly and directly compensated should his efforts be successful.” *Id.*

20 Indeed, most recently, the California Supreme Court has also held that the award of
21 attorneys’ fees in common fund wage and hour class action settlements should start with the
22 percentage method. *See Laffitte v. Robert Half Int’l*, 1 Cal. 5th 480, 503 (2016) (“We join the
23 overwhelming majority of federal and state courts in holding that when class action litigation
24 establishes a monetary fund for the benefit of the class members, and the trial court in its
25 equitable powers awards class counsel a fee out of that fund, the court may determine the amount
26 of a reasonable fee by choosing an appropriate percentage of the fund created.”).

27 The California Supreme Court in *Laffitte* affirmed a fee award representing 33 1/3 percent
28 of the fund. *Laffitte*, 1 Cal. 5th at 506. And this was based on a lodestar amount that required a
multiplier of 2.13. *Id.* at 487. As the Court held, only when the multiplier is “extraordinarily high

1 or low [should] the trial court [] consider whether the percentage method should be adjusted so as
2 to bring the imputed multiplier within a justifiable range.” *Id.* at 505.

3 Here, as set forth in their declarations and their respective lodestars, Plaintiff’s counsel
4 have already incurred fees in excess of the requested \$10,000, which notably, is less than the 33
5 1/3% expressly approved of by the California Supreme Court in *Laffitte*. Specifically, Plaintiff’s
6 counsel have already spent approximately 65 hours in litigating and settling this current action
7 and anticipates spending another 10 hours to attend the hearing, and finalize and administer the
8 settlement. Based thereon, and based on each of the Plaintiff’s counsels’ hourly rates, the lodestar
9 equates to \$56,250.00 which requires a negative multiplier of 0.17 to result in the \$10,000 fee
10 request. (Hyun Decl. ¶ 12, Exh. “B”; Declaration of William L. Marder (“Marder Decl.”) ¶ 10,
11 Exh. “A”). Thus, the requested fee amount of \$10,000 is fair and reasonable.

12 Plaintiff’s counsel’s cost reimbursement request in the amount of \$2,535.25 is also
13 reasonable. As set forth in their declarations, the costs were all directly incurred it the prosecution
14 of this action, including, but not limited to, filing fees, remote appearance fees and Case
15 Anywhere fees. (Hyun Decl. ¶ 13; Marder Decl. ¶ 11, Exh. “B”). As such, the requested costs
16 should be awarded as fair and reasonable.

17 **VIII. PLAINTIFF’S ENHANCEMENT SHOULD BE APPROVED**

18 Courts have held that named plaintiffs in class, or private attorney general actions can
19 request a service award. *Rodriguez v. W. Publ’g Corp.*, 563 F.3d 948, 958–59 (9th Cir. 2009)
20 (explaining that service awards “are intended to compensate class representatives for work done
21 on behalf of the class, to make up for financial or reputational risk undertaken in bringing the
22 action, and, sometimes, to recognize their **willingness to act as a private attorney general**”)
(emphasis added).

23 Here, Plaintiff seeks \$2,500 for his service award, which is intended to compensate
24 Plaintiff for the time spent on this case, the potential for retaliation, and for executing a general
25 release, including for all known and unknown claims under Civil Code § 1542. (Declaration of
26 Robert Nugent ¶¶ 5-9). This requested enhancement is consistent with awards approved in other
27 common fund cases. *See Van Vranken v. Atlantic Richfield Co.*, 901 F. Supp. 294, 299-300 (N.D.
28 Cal. 1995) (incentive award of \$50,000); *In re Dun & Bradstreet Credit Servs. Customer Litig.*,

1 130 F.R.D. 366, 374 (S.D. Ohio 1990) (two incentive awards of \$ 55,000, and three incentive
2 awards of \$35,000).

3 **IX. NOTICE TO THE LWDA HAS BEEN PROVIDED**

4 On February 16, 2022, Plaintiff uploaded the instant motion, Settlement Agreement, and
5 proposed order to the LWDA's website. (Hyun Decl. ¶ 14, Exh. "C").

6 **X. CONCLUSION**

7 Based on the above, Plaintiff requests the Court approve the current PAGA settlement.

8 DATED: February 16, 2022

HYUN LEGAL, P.C.

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10 By: _____



Dennis S. Hyun

11 Attorneys for Plaintiff
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