

1 SAMUEL A. WONG (SBN 217104)
2 swong@aegislawfirm.com
3 KASHIF HAQUE (SBN 218672)
4 khaque@aegislawfirm.com
5 JESSICA L. CAMPBELL (SBN 280626)
6 jcampbell@aegislawfirm.com
7 ALEXANDER G.L.DAVIES (SBN 328125)
8 adavies@aegislawfirm.com
9 **AEGIS LAW FIRM, PC**
10 9811 Irvine Center Drive, Suite 100
11 Irvine, CA 92618
12 Telephone: (949) 379-6250

13 Attorneys for Plaintiff Angel De La Torre

14 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
15 **FOR THE COUNTY OF SAN DIEGO**

16 ANGEL DE LA TORRE, individually and
17 on behalf of all others similarly situated,

18 Plaintiff,

19 vs.

20 JACOBS & CUSHMAN SAN DIEGO
21 FOOD BANK; RANDSTAD US, LLC; and
22 DOES 1 through 20, inclusive,

23 Defendants.

Case No. 37-2021-00020703-CU-OE-CTL

Assigned for All Purposes to:
Hon. Judge Timothy Taylor;
Dept. C-72

**MOTION FOR APPROVAL OF PRIVATE
ATTORNEYS GENERAL ACT
REPRESENTATIVE ACTION
SETTLEMENT; MEMORANDUM OF
POINTS AND AUTHORITIES IN
SUPPORT THEREOF**

Date: October 7, 2022
Time: 1:30 p.m.
Dept.: C-72

1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. INTRODUCTION**

3 Plaintiff Angel De La Torre (“Plaintiff”) seeks approval of a settlement of claims under the
4 Private Attorneys General Act of 2004, California Labor Code § 2698 *et seq.* (“PAGA”) against
5 Defendant Jacobs & Cushman San Diego Food Bank (“Defendant”) in the amount of \$200,000.00.
6 Plaintiff alleges approximately 104 non-exempt employees who worked for Defendant were not
7 paid all wages owed (including minimum wages and overtime compensation), not provided with
8 meal periods or compensation in lieu thereof, not permitted to take rest breaks or provided with
9 compensation in lieu thereof, not provided with accurate wage statements, and were not paid all
10 wages owed upon separation of employment. The proposed Settlement seeks to release claims for
11 civil penalties for violations of Labor Code §§ 201, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512,
12 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, and 2698 *et seq.*

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

18 **II. FACTUAL AND PROCEDURAL BACKGROUND**

19 On May 10, 2021, Plaintiff filed his initial Class Action Complaint in this matter, alleging
20 that defendants Jacobs & Cushman San Diego Food Bank (“JCSDFB”) and Randstad US, LLC
21 (“Randstad”) (collectively “Defendants”): (1) failed to pay minimum wages; (2) failed to pay
22 overtime wages; (3) failed to provide meal breaks; (4) failed to permit rest breaks; (5) failed to
23 provide accurate itemized wage statements; (6) failed to pay all wages due upon separation of
24 employment; and (7) committed unfair business practices in violation of Business and Professions
25 Code §§ 17200, *et seq.* Davies Decl., ¶ 3. Concurrently with the filing of the initial Complaint,
26 Plaintiff’s counsel sent a letter to the California Labor & Workforce Development Agency
27 (“LWDA”) via online submission and to Defendants via certified mail regarding Defendants’
28 alleged violations. *See* Davies Decl., ¶ 4, Exhibit 2. The LWDA did not respond to this notice

1 within 65 days, indicating it did not intend to investigate, thus allowing Plaintiff to file the instant
2 lawsuit pursuant to Labor Code Section 2699.3(a)(2)(A). See Davies Decl., ¶ 5.

3 On July 26, 2021, Plaintiff filed his First Amended Complaint, adding a cause of action for
4 the enforcement of the Private Attorneys' General Act of 2004 ("PAGA"). Davies Decl., ¶ 6.
5 Thereafter, Plaintiff was provided with an allegedly enforceable arbitration agreement from
6 Defendant Randstad, which included a waiver of class action claims.. Davies Decl., ¶ 7. On
7 September 8, 2021, Plaintiff served discovery on Defendant JCSDFB, including three Special
8 Interrogatories and nine Requests for Production of Documents. Meanwhile Plaintiff determined
9 to conduct an informal discovery exchange with Defendant Randstad. Davies Decl., ¶ 8. On
10 October 22, 2021, Plaintiff filed a Request for Dismissal of his Class Action and individually plead
11 claims, without prejudice. Davies Decl., ¶ 9. On October 25, 2021, the Court issued an Order
12 granting Plaintiff's Request for Dismissal, without prejudice, leaving a single casue of action for
13 the enforcement of PAGA. Davies Decl., ¶ 10.

14 After exchanging discovery informally with Defendant Randstad, and determining that
15 JCSDFB was the primary employer of Plaintiff and the other Aggrieved Employees, the Parties
16 determined to engage in early settlement discussions regarding Plaintiff's individual wage and hour
17 claims against Defendant Randstad. Davies Decl., ¶ 11. On February 1, 2022, Plaintiff and
18 Defendant Randstad reached a confidential agreement to settle and release Plaintiff's individual
19 claims alleged against Defendant Randstad. Davies Decl., ¶ 12. In this agreement, Plaintiff agreed
20 to dismiss Defendant Randstad US, LLC, without prejudice, from the above captioned matter, after
21 Defendant issued payment for the proposed settlement. *Id.* After Randstad issued all payments for
22 the proposed settlement, Plaintiff filed his Request for Dismissal of Defendant Randstad, without
23 prejudice, on May 9, 2022. Davies Decl., ¶ 13. On May 10, 2022, the Court granted Plaintiff's
24 Request for Dismissal of Defendant Randstad, leaving Defendant JCSDFB as the sole named
25 Defendant in this action. Davies Decl., ¶ 14.

26 Thereafter, Plaintiff and Defendant JCSDFB agreed to engage in an informal discovery
27 exchange with an eye toward early private mediation of the Parties' dispute. Davies Decl., ¶ 15. In
28 preparation for mediation and in response to Plaintiff's informal discovery requests, Defendants

1 produced data and documents for Plaintiff to evaluate the PAGA claims and calculate the alleged
2 exposure, including policy documents, compensation plans, timekeeping and payroll data for the
3 aggrieved employees, a sampling of pay stubs from the relevant time period, and a list of aggrieved
4 employees with dates of employment to calculate the pay periods worked. Davies Decl., ¶ 16.

5 The Parties attended mediation on May 31, 2022, with Steve Serratore, Esq., a respected
6 class action and PAGA action mediator. Davies Decl., ¶ 17. While the parties did not settle at
7 mediation, they continued to engage in constructive negotiations, and later reached an agreement to
8 settle the PAGA Claims alleged in the action and Plaintiff's individual claims in a globalized
9 settlement for \$200,000.00. Davies Decl., ¶ 18. On June 6, 2022, the Parties' executed a
10 Memorandum of Understanding memorializing the terms of the Parties' agreement. Davies Decl.,
11 ¶ 19. On September 8, 2022, the Parties finalized the terms of the Settlement Agreement, and
12 thereafter Plaintiff sought approval of the proposed PAGA Action Settlement Agreement with the
13 Court, with a noticed hearing date of October 7, 2022. Davies Decl., ¶ 20.

14 On October 6, 2022, the Court issued a tentative ruling granting approval of the Motion for
15 Approval in its entirety, except for the \$7,500.00 individual settlement award sought for Plaintiff.
16 Davies Decl., ¶ 21. However, the Motion for October 7, 2022, was ultimately withdrawn, so that
17 the Parties could draft and execute a separate individual settlement agreement for Plaintiff which
18 carved out Plaintiff's individually alleged claims against Defendant, and to revise their PAGA
19 Settlement Agreement and re-seek approval from the Court. Davies Decl., ¶¶ 22 -24. On December
20 15, 2022, the Parties finalized the terms of the Settlement Agreement, which is now presented to
21 this Court for approval. Davies Decl., ¶ 25.

22 Plaintiff provided notice of the Settlement to the LWDA on January 5, 2023. Davies Decl.,
23 ¶ 26, Exhibit 3. Plaintiff also served a copy of the motion on the LWDA on January 6, 2023. Davies
24 Decl., ¶ 27, Exhibit 4.

25 **III. PAGA REQUIREMENTS**

26 Based on the California Supreme Court's opinions in *Arias v. Superior Court*, 46 Cal. 4th
27 969 (2009), and *Iskanian v. CLS Transportation Los Angeles, LLC*, 59 Cal. 4th 348 (2014),
28 Plaintiffs can seek appropriate civil penalties as called for under PAGA on behalf of the State of

1 California and other similarly aggrieved employees without seeking class certification or meeting
2 the requirements of class certification (i.e. numerosity, typicality, commonality and adequacy). As
3 such, the class action two-step preliminary and final approval process is not required.

4 PAGA was enacted to allow enforcement of the Labor Code and recovery of penalties by
5 the State and by private individuals who have been aggrieved by their employers. The statute calls
6 for 75% of any penalties recovered to be paid to California's LWDA and the remaining 25% to the
7 aggrieved employees (Cal. Lab. Code § 2699(i) (2016)).

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

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

26 Finally, in a settlement of a PAGA action brought by an aggrieved employee, the court
27 need only "review and approve" the settlement. Cal. Lab. Code § 2699(1)(2) (2016). The Parties
28

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

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

4 The Parties have agreed that Defendants will pay a total settlement amount of \$192,500.00
5 (the "Gross Settlement Amount"). See Settlement Agreement, § I(j). From this amount, up to one-
6 third (1/3) of the Gross Settlement Amount, or \$64,166.67, is allocated to attorneys' fees and up to
7 \$14,000.00 to actual litigation costs, with any unawarded amounts reverting to the Net Settlement
8 Amount. Settlement Agreement, § II(C)(a)(1). Plaintiff's counsel has spent a total of \$13,326.55 in
9 litigation costs to-date, and will incur additional expenses in seeking approval of the instant motion.
10 See Davies Decl., ¶ 49, and 54: Exhibit 5. The Settlement allocates up to \$2,500.00 to payment for
11 Settlement Administrator Phoenix Class Action Administration Solutions' costs associated with
12 administration of the Settlement. Settlement Agreement, § II(C)(a)(2).

13 After deducting the attorneys' fees and costs, Settlement Administrator's costs, and
14 Plaintiff's individual settlement awards, the remaining fund ("Net Settlement Amount") of
15 \$109,333.33 will be paid 75% to the LWDA ("LWDA Payment") and 25% to the PAGA Settlement
16 Members ("Employee Net Settlement Amount"). Settlement Agreement, § II(C)(a)(4). "PAGA
17 Settlement Members" are "Plaintiff and all current and former non-exempt employees employed
18 by Jacobs & Cushman San Diego Good Bank who worked for Defendant in the State of California
19 at any time during the Settlement Period," from May 10, 2020 through July 9, 2022. Settlement
20 Agreement, §§ I(p) and I(x).

21 The "PAGA Settlement Member Payment" for the PAGA Settlement Members shall be
22 determined as follows: Each PAGA Settlement Member's pro rata share of the PAGA Settlement
23 Member Fund ("PAGA Settlement Member Payment") will be determined by the Settlement
24 Administrator, by converting the PAGA Settlement Member Fund into a pay period value.
25 Settlement Agreement, § II(C)(a)(4). The pay period value will be established by dividing the
26 PAGA Settlement Member Fund by all Pay Periods worked by all PAGA Settlement Members
27 during the Settlement Period ("Pay Period Value"). *Id.* The Pay Periods worked by PAGA
28 Settlement Members during the Settlement Period will be derived by analysis of the time and

1 payroll data in Defendant's records and extrapolation as needed, and/or estimates based on PAGA
2 Settlement Members' hire and termination dates. *Id.* The PAGA Settlement Member Payment for
3 each PAGA Settlement Member will be determined by multiplying the Pay Period Value by each
4 PAGA Settlement Member's individual number of Pay Periods. *Id.* All payments are for penalties
5 and will be reported on IRS 1099 forms, if required. *Id.* There will be no reversion to Defendant
6 and no claims process for PAGA Settlement Members to receive payment. *Id.*

7 The Settlement Administrator will disburse Individual PAGA Settlement Member
8 Payments to each PAGA Settlement Member to the last known physical address on file with
9 Defendant in its regularly maintained records. Settlement Agreement, § II(C)(c). Prior to this
10 disbursement, the Settlement Administrator shall run a skip trace for every separated PAGA
11 Settlement Member. Settlement Agreement, § II(C)(c). PAGA Settlement Members who receive
12 their PAGA Settlement Member Payments via U.S. Mail will receive a letter along with their PAGA
13 Settlement Member Payment explaining the reason for the payment, the content of which will be
14 submitted to the Court for approval. *Id.* The proposed letter is attached to the Settlement Agreement
15 as Exhibit A. All funds not claimed within 180 days of mailing of payment shall be sent to the
16 California State Controller's Office Unclaimed Property Fund with an identification of the amount
17 of unclaimed funds attributable to each Aggrieved Employee. *Id.*

18 In exchange for the settlement payment, the State of California and the PAGA Settlement
19 Members will release the following claims:

20 Upon complete funding of the Gross Settlement Amount, Plaintiff, the LWDA, all
21 PAGA Settlement Members, and the State of California shall be deemed to have
22 fully, finally, and forever waived, released, relinquished, and discharged Defendant
23 and its past, present, and future parent companies, affiliates, predecessors,
24 successors, subsidiaries, divisions, partners, joint venturers, affiliated
25 organizations, shareholders, insurers, reinsurers and assigns, and each of their past,
26 present and future officers, directors, trustees, agents, employees, attorneys,
27 contractors, representatives, benefit plans sponsored or administered by the
28 Released Parties, divisions, units and branches, and any other persons or entities
acting on behalf or in concert with any of the foregoing) regarding the legal issues
in this case. Specifically, the Released Claims includes all claims for civil penalties
under PAGA that were actually alleged or that could have reasonably been alleged
based on the facts in the Complaint, the LWDA letter, and mediation discussions,
which arose during the Settlement Period, including but not limited to: (a) penalties
pursuant to Labor Code sections 201, 202, 203, 204, 210, 226, 226.3, 226.7, 510,

1 512, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, and 2699 et
2 seq., (b) PAGA penalties for alleged violations of the applicable wage order
3 sections regarding the protections in the above code sections, claims for the
4 attorney's fees and costs incurred in the prosecution of this Action on behalf of the
5 PAGA Settlement Members; (c) any other PAGA penalties based on the facts
6 alleged in the Complaint; and (d) all claims that Plaintiff and/or the PAGA
7 Settlement Members may have against the Released Parties relating to: (i) the
8 payment, taxation, and allocation of attorney's fees and costs to Plaintiff's Counsel
pursuant to this Agreement; and (ii) the payment, taxation, and allocation of PAGA
Representative Payment pursuant to this Agreement. (Collectively the "Released
Claims"). The release of the Released Claims shall be effective as to the Settlement
Period. The release of the Released Claims shall be effective as to the Settlement
Period, as defined in paragraph I, subsection (x) of this agreement.

9 Settlement Agreement, § IV(A). Only Plaintiff signed a general release of claims. Settlement
10 Agreement, § IV(B).

11 Defendant estimated that, at the time of mediation (May 31, 2022), there were
12 approximately 3,345 pay period worked by PAGA Settlement Members during the PAGA Period,
13 and this estimation served as one of the bases of the Parties' settlement. Settlement Agreement, §
14 II(C)(b). If the total number of number of pay periods worked by PAGA Settlement Members
15 during the PAGA Period exceeds 3,345, by more than ten percent (10%), the Gross Settlement
16 Amount will increase pro rata by \$58.29 per additional pay period. Settlement Agreement, §
17 II(C)(b).

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

19 **A. Standard for Approval**

20 While there are no statutory or common law standards for approval of PAGA settlements,
21 the legislative history of the Private Attorneys General Act of 2004, Cal. Lab. Code § 2698 *et. seq.*
22 ("PAGA") sheds some light on the approval requirement as it was phrased in § 2699, subdivision
23 (l) prior to the July 1, 2016 amendments. *See* Cal. Lab. Code § 2699(l) (2015) (amended 2016)
24 ("The superior court shall review and approve any penalties sought as part of a proposed
25 settlement..."). PAGA was passed by the legislature as Senate Bill ("SB") 796, and it was signed
26 by the Governor and filed with the Secretary of State on October 12, 2003. *See* Legislative
27 Counsel's Digest re Senate Bill No. 796, attached as Exhibit A to the Request for Judicial Notice
28 ("RJN") filed herewith, p. 1. It took effect on January 1, 2004.

1 The original version of the act did not contain the court approval requirement now codified
2 in § 2699(l). That subdivision was added as part of the amendments to the Act that were introduced
3 as SB 1809 in February of 2004 and signed by the Governor and filed with the Secretary of State
4 on August 11, 2004. *See* Legislative Counsel’s Digest re Senate Bill No. 1809, attached as Exhibit
5 B to the RJN, p. 1. Those amendments took effect immediately, and the court approval
6 requirement of § 2699(l) was one of the provisions that the legislature made retroactive to January
7 1, 2004. *Id.* at pp. 1-2.

8 Senator Joseph L. Dunn authored both the original PAGA bill (SB 796) and the
9 amendments (SB 1809). *See* RJN, Exs. A and B. On July 29, 2004, during the consideration of
10 the amendments in SB 1809, Senator Dunn sent a letter addressed to the President Pro Tem of the
11 Senate, which was published in the Senate Daily Journal, “to clarify the intent of subdivision (l)”
12 of what would become § 2699. *See* 7/29/04 Letter from Sen. Dunn to Sen. Burton, attached as
13 Exhibit C to the RJN. He was sending this letter “in response to an issue raised by the Judicial
14 Council of California.” *Id.* In the letter, Senator Dunn stated that:

15 The purpose of court review of the penalties in subdivision (l) is to ensure that
16 settlements involving penalties arising under Labor Code Section 2699 do not
17 undercut the dual statutory purposes of punishment and deterrence, or result in
unjust, arbitrary, and oppressive, or confiscatory settlements.

18 *Id.*

19 To Plaintiff’s knowledge, this is the only statement in the legislative history directly
20 addressing the purpose of the court approval requirement. While the letter does not address any
21 specific factual issues to be considered, it does provide some very broad criteria. It suggests that
22 the courts should consider whether the penalties are so small as to “undercut the dual purposes of
23 punishment and deterrence” or so large that they may result in an “unjust, arbitrary and oppressive,
24 or confiscatory” settlement.

25 These broad criteria appear to give the Court wide latitude in determining whether to
26 approve the penalties proposed as part of a PAGA settlement. Interestingly, the criteria focus on
27 the effect the penalties may have on the defendant/employer rather than the LWDA or the
28 aggrieved employees who will receive the penalties. This is different than the analysis of a class

1 action settlement, which typically focuses on the amount received by the class and compares that
2 to the reasonable range of potential outcomes in the case. *See, e.g., Kullar v. Foot Locker Retail,*
3 *Inc.*, 168 Cal.App.4th 116, 130 (2008); *Munoz v. BCI Coca-Cola Bottling Co. of L.A.*, 186
4 Cal.App.4th 399, 407 (2010).

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

6 The \$192,500.00 Gross Settlement Amount is reasonable when considered in light of the
7 principles discussed in Senator Dunn's letter. For a group of approximately 104 employees, a
8 penalty of \$192,500.00 is large enough to punish Defendants for alleged past violations and deter
9 future violations. Davies Decl., ¶ 28. The settlement amount is equivalent to a penalty of about
10 \$1,850.96 per employee, which is a significant penalty for a wage and hour case. Davies Decl., ¶
11 28. At the same time, the penalty amount is not so large as to be unjust, oppressive or confiscatory,
12 considering the company's potential exposure explained below. *Id.*

13 The Gross Settlement Amount is also reasonable in light of the facts of the foregoing action,
14 the real risk that no PAGA penalties would be paid, and inherent risks and uncertainties associated
15 with PAGA claims. Davies Decl., ¶ 29.

16 Plaintiff calculated the potential exposure at the initial violation rate of \$100 per pay period
17 as follows: 3,345 pay periods x \$100 per pay period = \$334,500.00. Davies Decl., ¶ 30. If the Court
18 stacked different types of penalties in each pay period, Plaintiff calculated the exposure as follows:

- 19 - 3,345 pay periods x \$100 x 100% violation rate (for on-premises rest breaks) = \$334,500.00 for
20 rest break violations;
- 21 - 3,345 pay periods x \$100 x 32.8 % violation rate (alleged meal period violation rate shown in
22 the time records) = \$109,716.00 for meal period violations;
- 23 - 169 pay periods (in which aggrieved employees worked and earned bonuses) x \$100 =
24 \$16,900.00 for unpaid overtime penalties;
- 25 - 763 pay periods (in which Defendant failed to issue appropriate Reporting Time Pay) x \$100.00
26 = \$76,000.00 for unpaid minimum wages; and
- 27 - 3,345 pay periods x \$250 (for derivative wage statement inaccuracies) = \$836,250.00 for wage
28 statement penalties. Davies Decl., ¶ 31.

1 However, these calculations assumed the Court would find violations in every pay period based
2 on Plaintiff's theories of liability.

3 Defendant could have defeated Plaintiff's claims by proving its rest break and meal period
4 policies were compliant and thus those PAGA claims were unmanageable, the bonuses were
5 discretionary and therefore should not be included in the overtime rate, and the wage statements
6 claims would fail as they were derivative of the unpaid wage claims. Davies Decl., ¶ 32. The
7 settlement negotiations took these risks into account. Davies Decl., *Id.*

8 Another crucial factor in evaluating the value of a PAGA-only case is that all PAGA
9 awards are discretionary and can be reduced by the Court. Davies Decl., ¶ 35. Under Labor Code §
10 2699(e)(2), the Court can reduce the PAGA penalties "if, based on the facts and circumstances of
11 the particular case, to do otherwise would result in an award that is unjust, arbitrary and oppressive,
12 or confiscatory." *Id.* In other words, were this matter to go to trial, any award granted would be at
13 the discretion of the Court. *Id.* Thus, if Plaintiff was not able to "stack" PAGA penalties, the
14 maximum exposure of \$1,373,666.00 could be reduced even further. Plaintiff recognizes that,
15 although he believes there would be no persuasive grounds to reduce the penalties, the Court could
16 determine otherwise and significantly reduce the PAGA penalties, especially given that Defendants
17 do not have unlimited funds and the charitable nature of its business. Davies Decl., ¶¶ 33 and 34.
18 The wide range of potential recovery and the additional delays and risks of trial justified settling at
19 this point for a reasonable amount of recovery for the LWDA and per aggrieved employee. *Id.*

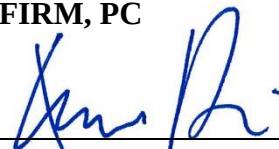
20 VI. CONCLUSION

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

23 Dated: January 6, 2023

AEGIS LAW FIRM, PC

25 By


26 Alexander G.L. Davies
27 Attorneys for Plaintiff Angel De La Torre
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