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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

MARK LACANIENTA, as an individual and as a private attorney general, Plaintiff, vs. CFHS HOLDINGS, INC. DBA MARINA DEL REY HOSPITAL AND DBA CEDARS-SINAI MARINA DEL REY HOSPITAL, a California corporation; and DOES 1 through 50, inclusive, Defendants.	Case No. 21STCV31671 [Hon. Rupert A. Byrdsong, Department 28] **PLAINTIFF'S NOTICE OF MOTION AND MOTION FOR APPROVAL OF PAGA SETTLEMENT; MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT** [*Filed concurrently with Declaration of Simon L. Yang; Declaration of Mark Lacanienta; [Proposed] Order*] Date: December 1, 2025 Time: 8:30 a.m. Department: 28 Complaint Filed: August 26, 2021 **Reservation ID: 981230618435**

TO THE COURT, DEFENDANT, AND ITS COUNSEL OF RECORD:

PLEASE TAKE NOTICE that on December 1, 2025, at 8:30 a.m., or as soon thereafter as the matter may be heard in Department 28 of the above-entitled court located at 111 North Hill Street, Los Angeles, California 90012, Plaintiff, Mark Lacanienta, will and hereby does move for an Order approving the Joint Stipulation of PAGA Settlement (the "Agreement") entered into between Plaintiff and Defendant, CFHS Holdings, Inc. dba Marina del Rey Hospital and dba Cedars-Sinai Marina del Rey Hospital.[1]

The motion is made pursuant to Labor Code section 2699(s)(2), which requires a court to "review and approve any settlement of any civil action filed pursuant to [the Labor Code Private Attorneys General Act of 2004, Lab. Code §§ 2698 et seq. ("PAGA")]." Lab. Code § 2699(s)(2). The motion is made on the grounds that the Agreement and the Parties' settlement are fundamentally fair, adequate, and reasonable in light of PAGA's policies and in furtherance of PAGA's purposes. As set forth in the concurrently filed declaration of Simon L. Yang, a copy of the Agreement and the motion have been electronically submitted to the Labor and Workforce Development Agency in accordance with Labor Code sections 2699(s)(2) and 2699(s)(4).

The motion is based on this notice, the memorandum of points and authorities, the Agreement, the supporting Declarations of Simon L. Yang and Mark Lacanienta, all pleadings and papers on file herein, and any further oral and documentary evidence as may be presented before or at the hearing of this matter.

DATED: September 12, 2025

DIVERSITY LAW GROUP, P.C.

By: ______________________________

Larry W. Lee
Simon L. Yang
Attorneys for Plaintiff

[1] The Agreement is attached as Exhibit 1 to the concurrently filed Declaration of Simon L. Yang.

MEMORANDUM OF POINTS AND AUTHORITIES

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SUMMARY OF MOTION

As a proxy for the State of California pursuant to the Labor Code Private Attorneys General Act of 2004, Lab. Code §§ 2698 et seq. ("PAGA"), Plaintiff, Mark Lacanienta, sues Defendant, CFHS Holdings, Inc. dba Marina del Rey Hospital and dba Cedars-Sinai Marina del Rey Hospital, for Labor Code claims arising from Defendant's alleged failures to (i) pay all minimum wages, (ii) provide lawful meal periods, (iii) timely pay all wages during employment or upon the separation of employment, and (iv) provide accurate itemized wage statements. Specifically, Plaintiff alleges that Labor Code violations resulted from several practices that Defendant implemented during the COVID pandemic, including meal period practices and mandatory temperature screenings that allegedly resulted in off-the-clock work.

Through the litigation, Plaintiff discovered that the alleged Labor Code violations affected approximately 1,685 employees in about 71,086 relevant pay periods from October 23, 2020, through December 27, 2024. Plaintiff negotiated and obtained an excellent result for the State that requires Defendant to pay $973,912.00 for the resolution of the alleged PAGA claims—or approximately $13.70 for each of the relevant pay periods at issue. Significantly, the entire settlement amount is non-reversionary; none of the settlement amount will revert back to Defendant. The terms of the settlement are memorialized in the Joint Stipulation of PAGA Settlement ("Agreement"), which is attached as Exhibit 1 to the concurrently filed Declaration of Simon L. Yang.

Under PAGA, the Court must review and approve the proposed settlement. Lab. Code § 2699(s)(2). Plaintiff thus moves for approval of the Agreement:

- The Agreement provides for an award of Attorneys' Fees and Costs in the amount of $324,637.33, in fees, plus up to $30,000.00 in costs (though Plaintiff now seeks reimbursement of $19,908.44 in costs only).
- It also provides for a $10,000.00 PAGA Enhancement Payment to Plaintiff (i) as consideration for his additional general release of claims and waiver of Civil Code section 1542 and (ii) in recognition of his efforts and work in prosecuting the lawsuit on behalf of the State.
- It also provides for $11,250.00 in Administration Costs to a settlement administrator for effectuating the payments contemplated by the Agreement.

- Finally, it provides for all remaining funds to constitute a PAGA Penalty Fund, 75% of which would be distributed to the Labor and Workforce Development Agency ("LWDA") and 25% of which would be distributed to allegedly aggrieved employees.

The terms of the Agreement are fundamentally fair, adequate, and reasonable. In light of PAGA's policies and in furtherance of PAGA's purposes, the Court should approve the settlement.

RELEVANT BACKGROUND

On August 26, 2021, Plaintiff filed the original putative class action and PAGA complaint in this matter. Declaration of Simon L. Yang ("Yang Decl.") ¶ 2. The operative complaint alleges Defendant fails to (i) pay all minimum wages, (ii) provide lawful meal periods, (iii) timely pay all wages during employment or upon the separation of employment, and (iv) provide accurate itemized wage statements. *Id.* Specifically, Plaintiff alleges that Labor Code violations resulted from several practices that Defendant implemented during the COVID pandemic, including meal period practices and mandatory temperature screenings that allegedly resulted in off-the-clock work. *Id.*

The Parties met and conferred about the claims and Defendant's defenses, including those based on an arbitration agreement and class action waiver. Yang Decl. ¶ 3. On November 10, 2021, the Parties agreed to dismiss Plaintiff's class action claims without prejudice. *Id.* On July 12, 2022, Defendant filed a motion to compel arbitration of Plaintiff's individual claims. *Id.* On September 21, 2022, the Court granted the motion to compel arbitration of Plaintiff's individual claims and stayed litigation of Plaintiff's representative PAGA claims pending the arbitration of Plaintiff's individual claims and individual PAGA claims. *Id.*

The Parties commenced arbitration of Plaintiff's individual claims and individual PAGA claims. Yang Decl. ¶ 4. The Parties met and conferred about Plaintiff's allegations and claims and Defendant's defenses. *Id.* The Parties exchanged information and documents that Plaintiff contended supported the claims and that Defendant contended supported its defenses. *Id.* Plaintiff's counsel continued investigating the alleged claims and also analyzed any defenses raised by Defendant. *Id.* The Parties engaged in discovery, including depositions of Plaintiff and Defendant's corporate designee. *Id.* After the Arbitrator denied Defendant's motion for summary judgment, the Parties agreed to schedule a mediation to explore the possibility of an informal resolution of all pending claims. *Id.*

Plaintiff requested (and Defendant provided) additional informal discovery to enable the Parties to explore the possibility of an informal resolution. Yang Decl. ¶ 5. For example, Defendant provided the relevant numbers of pay periods in which alleged Labor Code violations occurred, among other things—enabling Plaintiff to assess the full value of the PAGA claims. *Id.* Defendant's willingness to produce this information enabled Plaintiff to evaluate the full scope of Defendant's potential liability. *Id.*

On April 3, 2025, the Parties attended a mediation with Tripper Ortman, an experienced mediator knowledgeable of both the wage and hour laws and PAGA claims at issue in the Action. Yang Decl. ¶ 6. With the mediator's assistance and based on a mediator's proposal, the Parties were able to agree to settlement terms, which were negotiated in light of all known facts and circumstances including the uncertainty associated with litigation, the risks of significant delay, and numerous potential appellate issues. *Id.* The settlement terms are memorialized in the Joint Stipulation of PAGA Settlement. *Id.* Ex. 1 (the "Agreement").

SUMMARY OF PROPOSED SETTLEMENT

I. Settlement Payments

The Agreement requires Defendant to pay a non-reversionary Settlement Amount of $973,912.00. Agreement § 3.1. From the Settlement Amount, the Parties will request that the Court approve a PAGA Penalty Fund, Administration Costs, Attorneys' Fees and Costs Award, and PAGA Enhancement Payment. *Id.* § 3.2.1-4. It is expected that the PAGA Penalty Fund will be $608,116.23; the LWDA would receive $456,087.17 as its share of PAGA Penalties, and employees would split $152,029.06 as their share of PAGA Penalties. Yang Decl. ¶ 12.

II. Settlement Releases

Only Plaintiff is subject to a general release. Agreement § 5.2. The State releases "PAGA Released Claims," which include any and all PAGA claims from October 23, 2020, through December 27, 2024, asserted in the Action, Plaintiff's June 3, 2021 letter to the LWDA (LWDA-CM-834204-21) ("LWDA Letter"), and/or arising from or related to the facts and claims alleged in the Action and LWDA Letter, or that could have been raised in the Action and LWDA Letter, based on the facts and claims alleged. *Id.* §§ 1.11, 5.1.

LEGAL STANDARD

PAGA requires courts to "review and approve" the settlement of any action filed under PAGA. Lab. Code §2699(s)(2). The California Supreme Court has explained that a court's review of a PAGA settlement is to ensure "that any negotiated resolution is fair to those affected." *Williams v. Superior Court*, 3 Cal. 5th 531, 549 (2017). But "PAGA does not establish a standard for evaluating PAGA settlements." *Griffin v. Consolidated Commc'ns*, 2023 WL 3853643, at *3 (E.D. Cal. June 6, 2023) (quoting *Smith v. H.F.D. No. 55, Inc.*, 2018 WL 1899912, at *2 (E.D. Cal. Apr. 20, 2018)). Indeed, the Legislature, California Supreme Court, California Courts of Appeal, and LWDA have not definitively established the standards for review. *E.g., Haralson v. U.S. Aviation Servs. Corp.*, 383 F. Supp. 3d 959, 971 (N.D. Cal. 2019) (noting the absence of a "definitive" guidance for approval of a PAGA settlement). The LWDA acknowledges the lack of a "specific benchmark" and has stated only that the relief provided under PAGA must be "genuine and meaningful," "consistent with the underlying purpose of the statute to benefit the public" and, in the context of a class action, "meet[ ] the standards of being 'fundamentally fair, reasonable, and adequate' with reference to the public policies underlying the PAGA." *See O'Connor v. Uber Techs., Inc.,* 201 F. Supp. 3d 1110, 1133 (N.D. Cal. 2016) (quoting California Labor and Workforce Development Agency's Comments on Proposed PAGA Settlement).

Federal district courts have typically followed the LWDA's limited guidance by requiring settlements to be "fundamentally fair, adequate, and reasonable in light of PAGA's policies and purposes." *See Haralson*, 383 F. Supp. 3d at 972 (collecting cases). When applying this test, federal district courts often consider factors such as strength of a Plaintiffs' case; the risk, expense, complexity, and likely duration of further litigation; the amount offered in settlement; the extent of discovery completed; and the expertise and views of counsel. *See Smith*, 2018 WL 1899912, at *3. Federal district courts have also been mindful of the fact that trial courts have broad discretion to award civil penalties in amounts that are less than the maximum amounts authorized by PAGA. *Id.* at *3; *see also* Lab. Code § 2699(e)(2).[2]

[2] A party asserting a PAGA claim is not required to meet the requirements of a class action. *Arias v. Superior Court*, 46 Cal. 4th 969, 984 (2009). Due process concerns with respect to absent class members are not present in a PAGA action. *Williams*, 3 Cal. 5th at 547 n.4. Unnamed employees need not be

"Given PAGA's purpose to protect the public interest, [authoritative California courts] also agree with the LWDA and federal district courts that have found it appropriate to review a PAGA settlement to ascertain whether a settlement is fair in view of PAGA's purposes and policies." *Moniz v. Adecco USA, Inc.*, 72 Cal. App. 5th 56, 77 (2021).

DISCUSSION

I. The Settlement Complies with Statutory Requirements.

PAGA states that any "proposed settlement shall be submitted to the agency at the same time that it is submitted to the court." Lab. Code. § 2699(s)(2). In satisfaction of that requirement, Plaintiff submitted a copy of the Agreement and this motion to the LWDA through the LWDA's online filing system in conjunction with filing this motion. Yang Decl. ¶ 17, Ex. 3.

II. The Settlement Should Be Approved as Fair in Light of PAGA's Purposes and Policies.

A. The Settlement Is Entitled to a Presumption of Fairness.

In the class action context, a trial court must determine and approve a class action settlement is fair to "prevent fraud, collusion or unfairness to the class" through settlement and dismissal of the class action." *Consumer Advocacy Grp., Inc. v. Kintetsu Enters. Of America*, 141 Cal. App. 4th 46, 60 (2006). Courts presume the absence of fraud or collusion in the negotiation of settlement unless there is evidence to the contrary. *Priddy v. Edelman*, 883 F.2d 438, 447 (6th Cir. 1989); *Mars Steel Corp. v. Continental Illinois Nat'l Bank & Trust Co.*, 834 F.2d 677, 682 (7th Cir. 1987); *In re Chicken Antitrust Litig.*, 560 F. Supp. 957, 962 (N.D. Ga. 1980).

While the recommendations of counsel proposing the settlement are not conclusive, the Court can properly take them into account, particularly where, as here, they have been involved in thorough investigation, are experienced with this type of litigation, and agreed to a resolution through arm's length negotiation. *See* 4 Alba Conte & Herbert B. Newberg, *Newberg on Class Actions* § 11.47 (4th ed.

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given notice of the PAGA claim, nor do they have the ability to opt out of the representative PAGA claim. *E.g., Baumann v. Chase Inv. Servs. Corp.*, 747 F.3d 1117, 1123 (9th Cir. 2014) (noting that unnamed employees need not be given notice of the PAGA claim or settlement approval) (citing *Ochoa-Hernandez v. Cjaders Foods, Inc.*, 2010 WL 1340777, at *4 (N.D. Cal. Apr. 2, 2010)). "The court does not have to approve the named PAGA plaintiff, nor does the court inquire into the adequacy of counsel's ability to represent the unnamed employees." *Ochoa-Hernandez*, 2010 WL 1340777, at *4. "[T]he purpose of 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." *Id.*

2002); *National Rural Telecomms. Coop. v. DIRECTV, Inc.*, 221 F.R.D. at 528 (C.D. Cal. 2004) ("So long as the integrity of the arm's length negotiation process is preserved, however, a strong initial presumption of fairness attaches to the proposed settlement … and 'great weight' is accorded to the recommendations of counsel, who are most closely acquainted with the facts of the underlying litigation.") (citations omitted). In such circumstances, as here, courts do not substitute their judgment for that of the proponents. *National Rural Telecomms. Coop.*, 221 F.R.D. at 528; *accord Hammon v. Barry*, 752 F. Supp. 1087 (D.D.C. 1990); *Steinberg v. Carey*, 470 F. Supp. 471 (S.D.N.Y. 1979); *In re Armored Car Antitrust Litig.*, 472 F. Supp. 1357 (N.D. Ga. 1979); *Sommers v. Abraham Lincoln Federal Sav. & Loan Ass'n*, 79 F.R.D. 571 (E.D. Pa. 1978).

The factors that would give rise to a presumption of fairness in the context of a class action settlement are present in this PAGA action. Here, both Plaintiff's counsel and Defendant's counsel have a great deal of experience in wage and hour and PAGA litigation. Plaintiff's counsel have extensive class action and PAGA litigation experience and have been approved as class counsel in numerous wage and hour class actions. Yang Decl. ¶¶ 13-16. Each side has apprised the other of their respective factual contentions and legal theories, and each side has considered the other's contentions and theories. Defendant provided the relevant numbers of pay periods in which alleged Labor Code violations occurred, among other things—enabling Plaintiff to assess the full value of the PAGA claims and further enabling negotiations to take place between the Parties. Yang Decl. ¶ 5. As the settlement is the result of extensive arm's length negotiations between the Parties and their counsel, it is entitled to a presumption of fairness. *Id.* ¶ 10.

B. The Settlement Obtains an Excellent Result for the State.

1. The Settlement Amount Is Reasonable.

Plaintiff contends that Defendant's alleged Labor Code violations implicate a $100 per pay period penalty for each of approximately 71,086 relevant pay periods that Plaintiff contends had Labor Code violations. Yang Decl. ¶ 7; Lab. Code § 2699(f).[3] The Agreement requires Defendant to pay $973,912.00—or approximately $13.70 per pay period for the 71,086 relevant pay periods in which Plaintiff contended Labor Code violations occurred. *Id.*

[3] Except as otherwise noted, all "Section" references are to the Labor Code.

Defendant contested the merits and denied it was liable at all. Yang Decl. ¶ 8. For example, Defendant contended that it had lawful meal period policies and that there was no potential liability for meal period claims. *Id.* Defendant also contended that it had lawful timekeeping policies and that no off-the-clock work resulted from temperature screenings that it implemented for employees during the COVID pandemic. *Id.* Moreover, even if Plaintiff prevailed on the merits, Defendant contested the extent of liability. *Id.* Specifically, Defendant contended that PAGA penalties would be subject to discretionary reductions, especially as Defendant had already voluntarily changed certain practices. *Id.*

While the Parties disagree on the application of the law to the facts, each Party recognized in negotiations that, if taken to trial, the other Party would at least have reasonable arguments, such that the Settlement Amount to which the Parties ultimately agreed was reasonable. Yang Decl. ¶ 9. Ultimately, based on a review of Defendant's records, Plaintiff argued that the potential recovery following litigation amounted to $7,108,600.00—or $100 for each of approximately 71,086 relevant pay periods that Plaintiff contended had Labor Code violations. *Id.* ¶ 7. Plaintiff contends that the Settlement Amount of $973,912.00—approximately 13.70% of that potential recovery—is an excellent result. *Id.*

Although Plaintiff and his counsel are confident that litigation of the claims would result in a judgment against Defendant, they recognize the inherent risks in litigation, including the specific risks that the applicable law could change, that liability could not be established at trial, or that penalties awarded after trial would be reduced. Yang Decl. ¶ 10. The settlement is fair, reasonable, and adequate, given the inherent risks of litigation, as well as the potential for appeals and the costs of pursuing litigation. *Id.*

2. The Settlement Releases Are Appropriate.

As discussed above, only Plaintiff is subject to a general release. Agreement § 5.2. The State releases "PAGA Released Claims," which include any and all PAGA claims from October 23, 2020, through December 27, 2024, asserted in the Action, Plaintiff's June 3, 2021 letter to the LWDA (LWDA-CM-834204-21) ("LWDA Letter"), and/or arising from or related to the facts and claims alleged in the Action and LWDA Letter, or that could have been raised in the Action and LWDA Letter, based on the facts and claims alleged. *Id.* §§ 1.11, 5.1.

Plaintiff alleged targeted claims in the Action, and any settlement releases also are specifically tailored to the targeted claims alleged. The settlement releases are thus appropriate. *Cf. Carter v. City of Los Angeles*, 224 Cal. App. 4th 808, 820 (2014) ("A general release—covering 'all claims' that were or could have been raised in the suit—is common in class action settlements.").

C. The Requested Payments and Allocations Are Reasonable and Should Be Approved.

The Agreement provides for a Settlement Amount of $973,912.00. Agreement § 3.1. From the Settlement Amount, attorneys' fees will be no more than $324,637.33, and while litigation costs of up to $30,000.00 are permitted, Plaintiff's Counsel now seeks reimbursement of $19,908.44 in costs only. *Id.* § 3.1.1; Yang Decl. ¶ 11, Ex. 2. The requested PAGA Enhancement Payment is $10,000.00. *Id.* § 3.1.2. The requested Administration Costs are $11,250.00. *Id.* § 3.1.3. The PAGA Penalty Fund thus will be $608,116.23, and pursuant to statute, 75% of the PAGA Penalty Fund (or $456,087.17) would constitute the LWDA Payment, and 25% of the PAGA Penalty Fund (or $152,029.06) would be payable to PAGA Settlement Members based on the number of relevant pay periods worked by each PAGA Settlement Member. *Id.* § 3.1.4; *see also* Yang Decl. ¶ 12.[4]

1. The Requested Attorneys' Fees Should Be Approved.

PAGA allows a prevailing plaintiff to recover reasonable attorneys' fees. Lab. Code § 2699(g). Here, Plaintiff requests an attorneys' fees award of $324,637.33. Agreement § 3.1.1. As discussed below, the requested attorneys' fees award of $324,637.33 is reasonable in light of the standards established in the class action context. There, California state and federal courts have recognized that an appropriate method for determining the award of attorneys' fees is based on a percentage of the total value of benefits to settlement beneficiaries. *Wershba v. Apple Computer, Inc.*, 91 Cal. App. 4th 224, 254 (2001); *Serrano v. Priest*, 20 Cal. 3d 25, 34 (1977); *Boeing Co. v. Van Gemert*, 444 U.S. 472, 478 (1980); *Vincent v. Hughes Air West, Inc.*, 557 F.2d 759, 769 (9th Cir. 1997).

As the California Supreme Court has explained, the award of attorneys' fees in common fund wage and hour class action settlements may be determined by the percentage of the fund method. *See Laffitte v. Robert Half Int'l*, 1 Cal. 5th 480, 503 (2016) ("We join the overwhelming majority of federal and state courts in holding that when class action litigation establishes a monetary fund for the benefit of

[4] Plaintiff files this motion with the Court and with the LWDA via online submission. Yang Decl. ¶ 17.

the class members, and the trial court in its equitable powers awards class counsel a fee out of that fund, the court may determine the amount of a reasonable fee by choosing an appropriate percentage of the fund created"). Under the percentage of the fund method, a court's objective remains to "mimic the market" in fixing a reasonable fee. *See Gaskill v. Gordon*, 160 F.3d 361, 363 (7th Cir. 1998) (Posner, J.) ("When a fee is set by a court rather than by contract, the object is to set it at a level that will approximate what the market will set … . The judge, in other words, is trying to mimic the market in legal services.").

Here, the requested attorneys' fees award of $324,637.33 should be awarded for several reasons:

First, the fee award representing 33⅓% of the fund clearly falls within the accepted range and is consistent with other rulings of other courts and comprehensive surveys of fee awards. Attorneys' fees awards of 35% of the fund are within the expected range in the "market in legal services." *See* Fitzpatrick, *An Empirical Study of Class Action Settlements and Their Fee Award*, 7 J. Empirical Leg. Stud. 811, 833 (2010) (analyzing 444 cases between 2006-2007 and concluding that "[m]ost fee awards were between 25 percent and 35 percent"); *see also Chavez v. Netflix, Inc*., 162 Cal. App. 4th 43, 66 n.11 (2008) ("[E]mpirical studies [that] show that … fee awards in class actions average around one-third of the recovery.").[5]

Second, it is recognized that one of the primary factors justifying an enhanced attorney's fees reward is the attendant risks inherent in the litigation. As observed in *City of Detroit v. Grinnell Corp*.:

> No one expects a lawyer whose compensation is contingent upon his success to charge, when successful, as little as he would charge a client who had agreed to pay for his services, regardless of success. Nor, particularly in complicated cases producing large recoveries, is it just to make a fee depend solely on the reasonable amount of time expended.

495 F.2d 448, 470 (2d Cir. 1974). Here, it is clear that a settlement fund of $973,912.00 has been created. For Plaintiff's Counsel, the fees here were wholly contingent in nature. Had Defendant prevailed on its motion for summary judgment in arbitration, years of work would have resulted in zero compensation. Nonetheless, despite the possibility of recovering nothing on the PAGA claims,

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[5] Such a fee award mimics the market and "is supported by the fact that typical contingency fee agreements provide that class counsel will recover 33% if the case is resolved before trial and 40% if the case is tried." *Fernandez v. Victoria Secret Stores LLC*, 2008 WL 8150856, at *16 n.59 (C.D. Cal. July 21, 2008) (citing Brickman, *Effective Hourly Rates of Contingency-Fee Lawyers: Competing Data and Non-Competitive Fees* (Fall 2003) 81 Wash U. L. Q. 653, 659 n. 11).

Plaintiff's Counsel did not accept a too heavily discounted settlement. Instead, Plaintiff's Counsel continued litigating the claims to obtain an excellent result for the State.

2. The Requested Litigation Costs Should Be Awarded.

PAGA also allows a prevailing Plaintiff to recover litigation costs. Lab. Code § 2699(k)(1). Here, the Agreement permits Plaintiff's Counsel to request up to $30,000.00 in litigation costs. Agreement § 3.1.1. Plaintiff's Counsel, however, seeks $19,908.44 in costs only. Yang Decl. ¶¶ 11-12, Ex. 2. As set forth in accompanying declarations of Plaintiff's counsel, these costs were all directly incurred it the prosecution of this action, including filing fees, service fees, and mediation fees. *Id.* As such, Plaintiff's Counsel's request for costs in the amount of $19,908.44 is fair, adequate, reasonable, and consistent with PAGA's policies. Because this amount is less than what was provided in the Agreement, the difference will be distributed to the LWDA and PAGA Settlement Members as part of the PAGA Penalty Fund.

3. The Requested PAGA Enhancement Payment Should Be Approved.

Plaintiff, Mark Lacanienta, requests a modest PAGA Enhancement Payment of $10,000.00. Agreement § 3.1.2. The request is reasonable in light of the general release (and waiver of Civil Code section 1542) that the Agreement requires of Plaintiff. *Id.* § 5.2. Independently, the request is also appropriate in recognition of Plaintiff's efforts on behalf of the State. Declaration of Mark Lacanienta ("Lacanienta Decl.") ¶¶ 2-3.

With respect to the general release, Plaintiff did not proceed with litigation of all of his potential claims and instead strategically pursued the targeted claims in this lawsuit to maximize his ability to recover penalties for the State. Nonetheless, Plaintiff was required to agree to a general release as part of this settlement, though in any other context, Plaintiff would have sought at least a $10,000.00 payment in exchange for a general release of additional claims that Plaintiff did not pursue.

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

As part of his duties as a private attorney general, Plaintiff provided all necessary information and evidence that resulted in this settlement. Lacanienta Decl. ¶¶ 2-3. Plaintiff met and conferred with his counsel on a number of occasions to discuss the case. *Id.* ¶ 3. Plaintiff participated in discovery generally and appeared in person for his deposition. *Id.* Plaintiff provided information and documents to his counsel and made himself available to answer any other questions. *Id.* Ultimately, Plaintiff's efforts secured an exceptional result.

In addition to the invaluable services that Plaintiff provided, Plaintiff also took a significant risk. Lacanienta Decl. ¶ 4. Plaintiff risks prejudice in the future from other potential employers that may be less willing to hire an individual who has filed suit against a prior employer. Plaintiff took this risk upon himself and the State benefited. No other allegedly aggrieved employees had to face potential prejudice in future employment. Nor did the State have to allocate its limited resources to ensure compliance with the Labor Code.

4. The Administration Costs Should Be Awarded.

Because the Agreement requires payments not only to Plaintiff, Plaintiff's Counsel, and the LWDA, but also to other current and former employees, significant time and effort will be required to administer the Agreement if it is approved by this Court. Among other things, the Administrator will prepare and mail each absent employee's share and prepare appropriate tax forms for all parties who receive payments under the Agreement. Similarly, any uncashed checks must be voided so that the unclaimed amounts can be forwarded to the State of California Controller's Office Unclaimed Property Fund. Agreement § 4.4.

Phoenix Settlement Administrators, a well-recognized settlement administrator, has quoted Administration Costs not to exceed $11,250.00 to administer the settlement. Agreement § 3.1.3. The Administration Costs are reasonable and should be approved.

CONCLUSION

The proposed settlement would result in substantial monetary benefits to the State. It was the result of informed, arm's length negotiations conducted by counsel experienced in wage and hour class and representative action litigation. Its terms appear to be fair, adequate, and reasonable, and there is no reason to believe the proposal is outside the range of reasonableness for such a settlement. Accordingly, for the benefit of the State and in furtherance of PAGA's policies, Plaintiff respectfully requests that the Court grant approval of the settlement.

DATED: September 12, 2025

DIVERSITY LAW GROUP, P.C.

By: ______________________________

Larry W. Lee
Simon L. Yang
Attorneys for Plaintiff

Court Reservation Receipt

Reservation

Reservation ID: 981230618435	Status: RESERVED
Reservation Type: Motion for Order (PAGA Settlement Approval)	Number of Motions: 1
Case Number: 21STCV31671	Case Title: MARK LACANIENTA vs CFHS HOLDINGS, INC.
Filing Party: Mark Lacanienta (Plaintiff)	Location: Stanley Mosk Courthouse - Department 28
Date/Time: December 1st 2025, 8:30AM	Confirmation Code: CR-4ZFFDK72JXQFPNORF

Fees

Description	Fee	Qty	Amount
Motion for Order (name extension)	0.00	1	0.00
TOTAL			**$0.00**

Payment

Amount: $0.00	Type: NOFEE

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PROOF OF SERVICE

(Code of Civil Procedure Sections 1013a, 2015.5)

STATE OF CALIFORNIA]
]ss.
COUNTY OF LOS ANGELES]

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is 515 S. Figueroa Street, Suite 1250, Los Angeles, California 90071.

On September 12, 2025, I served the following document(s) described as:

1. **PLAINTIFF'S NOTICE OF MOTION AND MOTION FOR APPROVAL OF PAGA SETTLEMENT; MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT**

2. **DECLARATION OF SIMON L. YANG IN SUPPORT OF PLAINTIFF'S MOTION FOR APPROVAL OF PAGA SETTLEMENT**

3. **DECLARATION OF MARK LACANIENTA IN SUPPORT OF PLAINTIFF'S MOTION FOR APPROVAL OF PAGA SETTLEMENT**

4. **[PROPOSED] ORDER GRANTING MOTION FOR APPROVAL OF PAGA SETTLEMENT AND FINAL JUDGMENT**

on the interested parties in this action as follows:

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__X__ BY ELECTRONIC SERVICE: Based on a court order I caused the above-entitled document(s) to be served through the ACE Attorney Service E-Filing System at the website www.efile.acelegal.com, addressed to all parties appearing on this proof of service for the above-entitled case. The service transmission was reported as complete and a copy of the filing receipt/confirmation will be filed, deposited, or maintained with the original document(s) in this office.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on September 12, 2025, at Los Angeles, California.

Erika Mejia