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SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF ALAMEDA

ANDY PEREZ, individually, and on behalf of other aggrieved employees pursuant to the California Private Attorneys General Act; Plaintiff, vs. CURTISS-WRIGHT CORPORATION, an unknown business entity; and DOES 1 through 100, inclusive; Defendants.	Case No. RG21109747 **MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT OF PLAINTIFF'S MOTION TO APPROVE PAGA SETTLEMENT** Date: September 19, 2025 Time: 9:30 a.m. Reservation ID: 095930799663 Judge: Hon. Victoria Kolakowski Dept.: 16

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MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

Plaintiff Andy Perez ("Plaintiff" or "Plaintiff") seeks approval of the PAGA Settlement Agreement ("Agreement")[1], which if approved, would provide valuable monetary relief for approximately 423 "Aggrieved Employees," defined as all current and former hourly-paid or non-exempt employees who worked for Defendant Curtiss-Wright Corporation("Defendant") in the state of California during the period from June 2, 2020 through December 23, 2023 ("PAGA Period"). Agreement at § 3(a)(5); 3(b). This is only a settlement of the PAGA claim for civil penalties and is not a class settlement and does not release the individual wage claims, if any, of the affected employees other than Plaintiff herself. Cal. Lab. Code § 2699(g)(1); *Iskanian v. CLS Transportation*, 59 Cal. 4th 348, 381 (2014); *ZB, N.A. v. Superior Court*, 8 Cal. 5th 175, 182 (2019) (unpaid wages are not recoverable under PAGA).

The Settlement Agreement negotiated by the Parties provides for a "Gross Settlement Amount" payment in the amount of Six Hundred Seventy-Five Thousand Dollars and Zero Cents ($675,000.00) to resolve the PAGA claims (subject to a possible increase under Section 3(b) of the Settlement Agreement). Agreement at § 3(a)-(b). After deducting any Court-approved costs, including Attorneys' Fees & Costs, the Service Award, and the Settlement Administration Costs, the PAGA Payment shall be distributed, 75% to the LWDA and 25% to the Aggrieved Employees ("Aggrieved Employee Payment"). Agreement at § 3(a)(4) - (5).

An objective evaluation of the proposed settlement confirms that the relief negotiated on behalf of the Aggrieved Employees and the LWDA is fair, reasonable, and valuable. The Settlement is a product of informed, adversarial, and non-collusive and mediated negotiations between experienced counsel. As discussed below, the proposed Settlement satisfies all criteria for PAGA settlement approval. Accordingly, Plaintiff and PAGA Counsel respectfully request this Court grant approval of the Agreement. Declaration of Vartan Madoyan ("VM Dec.") at ¶ 8.

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[1] The Agreement is attached as "Exhibit 1" to the Declaration of Vartan Madoyan ("VM Dec.") at ¶ 16. All citations to the Agreement incorporate by this reference a citation to the VM Dec., ¶ 16. Further, unless indicated otherwise, capitalized terms used herein have the same meaning as those defined by the Agreement.

II. PERTINENT FACTUAL AND PROCEDURAL BACKGROUND

A. <u>Plaintiff's Exhaustion of Administrative Remedies Under PAGA And Civil Action Against Defendant</u>

On June 2, 2021, Plaintiff, on behalf of himself and on behalf of other Aggrieved Employees, served Defendant and the LWDA with a Notice of Violations ("PAGA Notice") memorializing claims against Defendant and satisfying the prerequisites under the California Labor Code § 2699.3(a). VM Dec., ¶ 8.

On August 6, 2021, Plaintiff filed a representative action complaint against Defendant in the Superior Court for the County of Alameda, Case Number RG21109747 (the "Action"). The Action alleged a single cause of action against Defendant for violations of the Private Attorneys General Act at Cal. Lab. Code §§2698, *et seq*. VM Dec., ¶ 9.

The 65-day "waiting period" on Plaintiff's right to file a civil action under PAGA, *see* Cal. Lab. Code § 2699.3(a)(2)(A), lapsed without the LWDA notifying Plaintiff that they intended to investigate the claims in the PAGA Notice. To date, the LWDA still has not advised Plaintiff of any intent to take action with respect to the claims in the PAGA Notice. VM Dec., at ¶ 8.

On December 7, 2023, the Parties participated in an all-day mediation presided over by Todd Smith, Esq., an experienced mediator of wage and hour representative actions. In advance of the with the mediation, Defendant provided Plaintiff with sufficient information to properly evaluate Defendant's potential liability exposure. Among the data and documents Defendant produced included, but was not limited to, Plaintiff's employment records, a detailed sampling of Aggrieved Employees' time and pay data, and Defendant's California Employee Time and Attendance Requirements, among other documents. VM Dec., ¶¶ 10, 23.

After reaching an agreement in the principle, the Parties drafted and negotiated a long-form settlement which is the subject of the instant motion. The Settlement was negotiated in light of all known facts and circumstances and the uncertainty associated with litigation – including the risk of Plaintiff not being able to maintain representative claims and establishing manageability, the difficulty of proving Plaintiff's claims in a manageable trial, the merits of Defendant's potential defenses, and the significant delay and potential appellate issues inherent to litigation – and was reached after extensive arm's length negotiations, with the assistance of Mediator Smith. VM Dec., at ¶ 13.

The Settlement is intended to fully and finally resolve the Released PAGA Claims asserted by Plaintiff on behalf of himself, the LWDA, and the State of California. This is only a Settlement of the PAGA claims for civil penalties and is not a class settlement and does not release the individual claims, if any, of the Aggrieved Employees. This Settlement does not release any claim that is not a PAGA claim.[2] Nor does this Settlement waive Defendant's right to assert *res judicata* or other available defense to any asserted claim or lawsuit. VM Dec., at ¶ 14.

Pursuant to California Labor Code Section 2699(s), Plaintiff is providing a copy of the Settlement Agreement and this motion to the LWDA concurrently with the filing of the instant motion for settlement approval as set forth in the accompanying proof of service. Additionally, Plaintiff will submit to the LWDA a copy of the Court's judgment and order approving the Settlement Agreement within ten (10) days after entry of judgment or order. VM Dec., at ¶ 15.

III. TERMS OF THE PAGA SETTLEMENT

A. <u>The Total Settlement Amount</u>

The PAGA settlement is subject to Court approval consistent with Labor Code § 2699(s)(2). The Settlement Agreement negotiated by the Parties provides for a Total Settlement Amount payment in the amount of Six Hundred Seventy-Five Thousand Dollars and Zero Cents ($675,000.00) subject to a possible increase under Section 3(b) of the Settlement Agreement, to resolve the PAGA claims. From the Total Settlement Amount, there is a deduction for Attorneys' Fees in the amount of 35% of the Total Settlement Amount (estimated to be approximately $236,250.00 if the escalator clause is not triggered) for attorneys' fees, and reimbursement of incurred litigation expenses in an amount not to exceed Twenty Thousand Dollars and Zero Cents ($20,000.00); a Service Award to Plaintiff of up to Twelve Thousand Five Hundred Dollars and Zero Cents ($12,500.00); and Settlement Administration Costs which will not exceed Five Thousand Seven Hundred Twenty-Five Dollars and Zero Cents ($5,725.00). Agreement generally at § 3(a)(1)-(3). Assuming that the Total Settlement Amount, requested Attorneys' Fees and Costs, Service Award, and Settlement Administration Costs, are

[2] As explained by the Supreme Court in *ZB, N.A.*, 8 Cal. 5th 175 at 196: "Nonparty employees are bound by the judgment in an action under the PAGA, but only with respect to recovery of civil penalties."

approved by the Court, the Net Settlement Amount is currently estimated to be approximately $400,525.00 (if the escalator clause is not triggered). VM Dec., ¶ 16.

The Total Settlement Amount will be used to satisfy the Employees' Portion, the LWDA Payment, Attorneys' Fees and Costs, the Service Award, and the Settlement Administration Costs. Agreement at § 3(a)(1)-(5). Of the Net Settlement Amount, seventy-five percent (75%) shall be paid to the LWDA and the remaining twenty-five percent (25%) shall be paid to the Aggrieved Employees ("Employee' Portion"). Agreement at § 3(a)(5). This 75/25 allocation[3] is required by Labor Code § 2699 as explained by *ZB, N.A. v. Superior Court*, 8 Cal.5th 175 (2019).

B. <u>Allocation of Aggrieved Employee Payment</u>

Each Aggrieved Employee will be entitled to a *pro rata* share of 25% of the Net Settlement Amount (i.e., the Employees' Portion) based upon the number of pay periods they each worked during the PAGA Period, which will be calculated by the PAGA Settlement Administrator. The Settlement Administrator, for each Aggrieved Employee, will divide the number of Compensable Pay Periods he or she individually worked by the total aggregate number of Compensable Pay Periods worked by all Aggrieved Employees, and then multiply this amount by the Employees' Portion to arrive at each Aggrieved Employee's Individual Settlement Share. Agreement at § 7(b). The PAGA Period is the period between June 2, 2020 through December 23, 2023. Agreement at § 3(a)(5).

At the time of the parties' settlement of this action, Defendant estimated that there were approximately 423 Aggrieved Employees who worked approximately 26,301 Compensable Pay Periods during the PAGA Period. Agreement at § 3(b).[4]

C. <u>Funding and Distribution</u>

Provided that an order approving this Settlement is entered by the Court, Defendant shall fund the Total Settlement Amount within fourteen (14) calendar days after the entry of the Court's order approving the settlement. Agreement at § 7(a). No later than fourteen (14) days after Defendant fully

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[3] The current version of Labor Code Section 2699(m) provides for a 65/35 split, however this applies only to actions that were filed on or after June 19, 2024. As the PAGA Actions at issue here were filed before this date, the 75/25 split applies.

[4] The Agreement contains an escalator clause, providing that, should the number of Pay Periods increase by more than 10% of what was represented during the PAGA Period, the Total Settlement Amount will increase proportionally for the number of Pay Periods over 110% of 26,301. If the escalator clause is triggered, Defendant also has the portion of shortening the PAGA Release Period so that the total number of Pay Periods is 28,931 or less. Agreement at § 3(b).

funds the Total Settlement Amount, the Settlement Administrator will mail the Aggrieved Employee Payment via First-Class U.S. Mail to the Aggrieved Employees' last known mailing address, Aggrieved Employee Payment. Agreement at § 7(c)(3). Settlement checks issued to Aggrieved Employees will expire one hundred eighty (180) days from the date they are issued by the Settlement Administrator. Agreement at § 7(c)(4). If the check remains uncashed by the expiration of the 180-day period, the Settlement Administrator shall transfer the funds associated with canceled checks to the State Controller's Office Unclaimed Property Division in the name of the Aggrieved Employee(s) at issue and in the amount of his or her respective Individual Settlement Share(s). Agreement at § 7(c)(4). The Individual Settlement Shares are 100% penalties and shall be reported using IRS Form 1099s. Agreement at § 3(c).

D. <u>Release of Claims</u>

Upon entry of an order approving the Settlement Agreement and full funding of the Total Settlement Amount, Plaintiff and the State of California, with respect to the Aggrieved Employees, shall release the Released Parties (as defined in the Agreement) from the Released Claims which include all claims arising during the PAGA Period for civil penalties under California Labor Code section 2698, et seq., as well as any interest, fees, and costs available under PAGA, based on the factual allegations in the Operative Complaint and Plaintiff's PAGA letter, including but not limited to, for failure to pay minimum, regular, and overtime wages, failure to provide compliant meal periods and associated premiums, failure to provide compliant rest periods and associated premiums, failure to timely pay wages during employment, failure to timely pay wages upon termination, failure to provide compliant and accurate wage statements, failure to maintain complete and accurate payroll records, and failure to reimburse necessary business-related expenses and costs, in violation of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802 and Industrial Welfare Commission Wage Orders. Agreement at § 8(a).

IV. THE COURT SHOULD APPROVE THE PAGA SETTLEMENT

Labor Code § 2699(l) requires that the Court "shall review and approve any settlement of any civil [PAGA] action filed pursuant to this part. The proposed settlement shall be submitted to the agency at the same time that it is submitted to the court." Further, the Court in *Moniz v. Adecco USA*, *Inc*. (2021) 72 Cal.App.5th 56, 77 stated that "the trial court must review and approve a PAGA settlement (§ 2699, subd,(l)(2)), and the Supreme Court has in dictum referred to this review as a safeguard." (Citing *Kim v. Reins International California, Inc*. (2020) 9 Cal.5th 73, 88; internal quotations omitted.) "The Supreme Court has also observed that trial court approval ensures that any negotiated resolution is fair to those affected," leading the Court in *Moniz* to determine that "adoption of a standard of review for settlements that prevents fraud, collusion or unfairness, and protects the interests of the public and the LWDA in the enforcement of state labor laws is warranted." (*Moniz, supra*, 72 Cal.App.5th at 77; citing *Williams v. Superior Court* (2017) 3 Cal.5th 531, 549; *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1800-1801; internal citations omitted.) In other words, "[i]n review and approval of a proposed settlement under section 2699, subd. (l)(2), a trial court thus must scrutinize whether, in resolving the action, a PAGA plaintiff has adequately represented the state's interests, and hence the public interest." (*Moniz, supra,* 72 Cal.App.5th at 88.) Consequently, the Parties respectfully ask the Court to review and approve the settlement of the PAGA claims and the PAGA Payment to be paid as part of the proposed Settlement.

A. <u>The Relative Strengths and Weaknesses of the PAGA Claim and the Range of Possible Outcomes Strongly Favor Approval of the Settlement</u>

For a discussion of the relative strengths and weaknesses of the PAGA claim and the range of possible outcomes in the litigation, see the Declaration of Vartan Madoyan at paragraphs 26–35.

B. <u>The Total Settlement Compares Favorably To The Likely Recovery</u>

The Total Settlement Amount compares favorably to the likely recovery of PAGA penalties through continued litigation. Defendant's maximum exposure to PAGA penalties is not a realistic outcome of the litigation because it fails to account for the risks of continued litigation including, but not limited to, Defendant's defenses. *See, Zayerz v. Kiewit Infrastructure West*, 2018 U.S. Dist. LEXIS 14918, *14 (C.D. Cal. January 18, 2018). Defendant argued that it can only be assessed civil penalties for actual violations of the Labor Code. *See* Lab. Code § 2699(f)(2). In other words, to recover any civil penalties, Plaintiff would be required to prove the underlying Labor Code violations. (*Cardenas v. McLane Foodservice, Inc.*, 2011 U.S. Dist. LEXIS 13126, *10 (C.D. Cal. 2011) ["Given the statutory language [of PAGA], a plaintiff cannot recover on behalf of individuals whom the plaintiff has not proven suffered a violation of the Labor Code by the defendant."].) To do this, Plaintiff would need to prove each Aggrieved Employee was subject to the alleged Labor Code violation, which would be difficult to do, since Defendant denies any liability or wrongdoing of any kind associated with the claims alleged in this action. VM Dec., ¶¶ 26–32. Further, Defendant contended that Plaintiff would be required to "prove Labor Code violations with respect to each and every individual on whose behalf Plaintiffs seek to recover civil penalties under PAGA." *Hibbs-Rines v. Seagate Technologies*, 2009 WL 513496, *4 (N.D. Cal. Mar. 2, 2009). VM Dec., ¶ 29.

Moreover, Plaintiff acknowledges that Courts have complete discretion to "award a lesser amount than the maximum civil penalty amount specified [by PAGA] if, based on the facts and circumstances of the particular case, to do otherwise would result in an award that is unjust, arbitrary and oppressive, or confiscatory." (Cal. Lab. Code § 2699(e)(2)). In fact, Courts routinely exercise their authority to reduce PAGA penalties by 85% to 95%. *See e.g. Carrington v. Starbucks Corp*., 30 Cal. App. 5th 504, 529 (2018) (reducing PAGA penalties to $5 per pay period; "Although the trial court may have disagreed with Starbucks regarding the issue of liability, it clearly took the circumstances proffered by Starbucks into consideration when it imposed the penalty … only $5 per initial violation"); *Kaanaana v. Barrett Bus. Servs., Inc*., 29 Cal App 5th 778, 788 (2018), *review granted on other grounds* (noting that the trial court "exercised its discretion to reduce the [PAGA] penalties to 13 percent of the full amount [requested, because] [o]n average, plaintiffs were deprived of 13 percent of the 30-minute meal period"); *Fleming v. Covidien, Inc*., 2011 WL 7563047, *4 (C.D. Cal. 2011) (exercising discretion to reduce the maximum amount of PAGA civil penalties for plaintiffs' section 226 claims from $2,800,000 to $500,000 because the employees suffered no injuries as a result of the erroneous wage statements and made no complaints about the errors or omissions in the wage statements, thus reducing the maximum penalty by 82%); *see also, Gola v. University of San Francisco, 90 Cal. App. 5th 548 (2023), as modified (May 9, 2023), reh'g denied (May 15, 2023), review denied (July 12, 2023), and disapproved of by Naranjo v. Spectrum Sec. Servs., Inc., 15 Cal. 5th 1056, 547 P.3d 980 (2024)* (concluding after a full-blown bench trial that a penalty of 15% of the maximum PAGA penalties was the appropriate penalty). The Total Settlement Amount is fair, reasonable, and adequate in light of Defendant's arguments. VM Dec., ¶¶ 26-35, 41.

Given Defendant's defenses to the claimed Labor Code violations at issue and the risks and costs of continued litigation, Plaintiff and PAGA Counsel believe that the Total Settlement Amount is fair and reasonable. This settlement was negotiated by experienced counsel at arm's length. VM Dec., ¶ 22. The LWDA, a sophisticated government entity that can assert and protect its own rights, has been provided with notice of this motion and the PAGA settlement, and the decision of LWDA to accept the PAGA settlement and not oppose the motion should be given considerable weight. VM Dec., ¶ 8.

C. <u>The Remaining Settlement Terms Are Fair and Reasonable</u>

Although PAGA requires that a court approve the proposed PAGA settlement, Labor Code § 2699(1) does not require that a court approve any other elements of the proposed settlement. Because there are no class allegations for which Plaintiff seeks approval, the approval provisions applicable to class settlements under Cal. Code Civil Proc. § 382 do not apply. Accordingly, the Court only needs to approve the settlement of the civil penalties sought in the PAGA claim. Nevertheless, as explained herein, the settlement terms for attorneys' fees and costs are reasonable. VM Dec., ¶ 37-38.

V. THE ATTORNEYS' FEES AND COSTS AWARD IS FAIR AND REASONABLE

PAGA Counsel seeks approval of the Attorneys' Fees of 35% of the Total Settlement Amount, currently estimated to be $236,250.00 in attorneys' fees (if the escalator clause is not triggered) and reimbursement of litigation costs not to exceed $20,000.00.[5] (Agreement generally at § 3(a)(1)). PAGA does not have any requirements for reviewing attorneys' fees, and Plaintiff's position is that the payment of attorneys' fees and costs in this Settlement is a matter of contract for a contingent representation. Nevertheless, should this Court review the requested attorneys' fees, the requested fees and costs are reasonable for experience wage and hour counsel. VM Dec., ¶¶ 37-38.

A. <u>The Requested Attorneys' Fee is Fair and Reasonable</u>

The requested Attorneys' Fees and Costs (currently estimated to be $256,250.00), comprised of $236,250.00 for attorneys' fees (if the escalator clause is not triggered) and reimbursement of litigation expenses of up to $20,000.00, is fair, reasonable, and justified by the result achieved.

[5] As detailed *infra*, at the time of filing this motion, Plaintiff's Counsel incurred $11,015.45 litigating this matter. Plaintiff will provide the Court with a final amount of litigation costs at the time of hearing on this motion.

Settlement Agreement § 3(a)(1); VM Dec., ¶¶ 36-38. The Total Settlement Amount is a recovery of Six Hundred Seventy-Five Thousand Dollars and Zero Cents ($675,000.00), subject to a possible increase under Section 3(b) of the Settlement Agreement, and this result justifies the requested fees equal to 35% of this recovery. This percentage is within the standard contingent recovery percentage. At the time this case was brought, the result was far from certain. Defendant's defenses to the merits of the case created difficulties with proof and complex legal issues for PAGA Counsel to overcome. Here, several defenses asserted by Defendant present serious threats to the claims of Plaintiff and the Aggrieved Employees. If successful, Defendant's factual and legal defenses would eliminate *any recovery* to the Aggrieved Employees. While Plaintiff believes that these defenses could be overcome, Defendant maintains that these defenses have merit and therefore present a serious risk to recovery. The Settlement was possible because, in PAGA Counsels' eyes, PAGA Counsel was able to persuade Defendant that there was an appreciable risk that Plaintiff would prevail on the factual and legal issues underlying liability and overcome difficulties in proof as to monetary relief. VM Dec., ¶¶ 26-35.

Further, the fee award is justified by the work performed. Generally, the Ninth Circuit and California Courts award multipliers between 2 to 4 times the lodestar to reward counsel for accepting the contingent risks of the litigation or obtaining good results. See, e.g., *Laffitte*, 1 Cal. 5th at 506 (approving a multiplier between 2.03 and 2.13); *Pellegrino v. Robert Half Intern., Inc.*, 182 Cal.App.4th 278 (2010) (noting reasonable multipliers of 2.0 to 4.0 are often applied and affirming 1.75 multiplier); *Wershba v. Apple Computer, Inc*., 91 Cal.App.4th 224, 254 (2001) (noting that multipliers can range from 2 to 4 or higher); *Vandervort v. Balboa Capital Corp*., 8 F.Supp. 3d 1200, 1210 (C.D. Cal. 2014) (awarding one-third of fund, which was a 2.52 multiplier of lodestar); *Boyd v. Bank of America*, 2014 WL 6473804, at *11 (C.D. Cal. 2014) (awarding one-third of fund, which was a 2.58 multiplier of lodestar); *Hopkins v. Stryker Sales Corp*., No. 11-CV-02786-LHK, 2013 WL 496358, at *6 (N.D. Cal. Feb. 6, 2013) (approving fee award that represented a multiplier of 2.76 as falling within the "majority" range for risk multipliers).

As detailed in PAGA Counsels' time and billing records submitted herewith, PAGA Counsels' current combined loadstar is $228,635.00. VM Decl. ¶¶ 30-38; JCL Dec., ¶ 6; Declaration of Shani Zakay ("Zakay Dec.") at ¶¶ 3-4. Thus, PAGA Counsels' fee request is equal to PAGA Counsel's loadstar with a negligible multiplier of 1.03 – well below the 2.13 multiplier approved in *Laffitte* – and well within the recognized multiplier range between 2 and 4. See also *Taylor v. FedEx Freight, Inc.*, 2016 U.S. Dist. LEXIS 142202 (E.D. Cal. 2016) (following *Laffitte*, approved 30% fee award with cross-check lodestar multiplier of 2.26); *Emmons v. Quest Diagnostics Clinical Labs., Inc.*, 2017 U.S. Dist. LEXIS 27249 (E.D. Cal. 2017) (following *Laffitte*, approved 33% fee award with cross-check lodestar multiplier of 1.7).

B. PAGA Counsel is Entitled to Reimbursement of Actual and Reasonably Incurred Litigation Costs.

Attorneys who create a common fund for the benefit of a class are entitled to payment from the fund of reasonable litigation expenses and costs. Common fund fee and expense awards include counsel's incurred expenses because those who benefit from their effort should share in the cost. *See Rider v. City of San Diego*, 11 Cal. App. 4th 1410, 1423 n.6 (1992). The appropriate analysis in deciding if costs are compensable is whether the costs are of the type typically billed by attorneys to paying clients in the marketplace. *See Harris v. Marhoefer*, 24 F.3d 16, 19 (9th Cir. 1994); *see also Hartless*, 273 F.R.D. at 645-46 (common fund class action settlement where court awarded litigation costs for consultants, online legal research, copying, postage, long distance charges, travel expenses, filing fees, mediation fees and investigation fees). Prior to incurring costs for filing of this motion, PAGA Counsel collectively expended $11,015.45 prosecuting this action (Lawyers for Justice, P.C. - $10,872.09; JCL Law Firm, APC - $111.68; Zakay Law Group, APLC - $31.68). VM Dec. ¶ 39; Zakay Dec., ¶¶ 5-6; JCL Dec. ¶ 9. PAGA Counsel's out-of-pocket expenses are the types of expenses normally charged to paying clients including the following: filing fees; copying; postage; factual and legal research charges; mediation fees; and expert costs which were all incurred during, and were necessary for the successful prosecution of, the litigation and, therefore, should be reimbursed. *Id.*

VI. PLAINTIFF'S SERVICE AWARD IS FAIR AND REASONABLE

Incentive payments 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*." *Rodriguez v. West Publ'g Corp.*, 563 F.3d 948, 958-59 (9th Cir. 2009) (emphasis added). Courts routinely approve service awards to compensate named plaintiffs for the services they provide and the risks they incur during the litigation. *Bell v. Farmers Ins. Exch.*, 115 Cal.App.4th 715, 726 (2004) (upholding "service payments" to plaintiffs for their efforts in bringing class case). The factors courts use in determining the amount of service awards include: (1) a comparison between the service awards and the range of monetary recovery available to the class; (2) time and effort put into the litigation; (3) whether the litigation will further the public policy underlying the statutory scheme; and (4) risks of retaliation. *Clark v. American Residential Services, LLC,* 175 Cal. App. 4th 785, 804-805 (2009).

The Settlement provides for a Service Award of $12,500 for Plaintiff. The Service Award payment is fair and reasonable compensation for the Plaintiff's efforts bringing the action, assisting PAGA Counsel with the litigation and settlement, regularly conferring with PAGA Counsel on the status of his case and the strategies for prosecuting the claims and agreeing to provide Defendant a broad general release of all claims arising out of his employment. Plaintiff willingly came forward to protect and advance the rights of the Aggrieved Employees on important legal disputes affecting California employees. By way of example, Plaintiff assumed the serious risk of liability for Defendant's costs and potentially fees if the case was unsuccessful. Nevertheless, Plaintiff knowingly and voluntarily undertook the risk to vindicate the rights of the Aggrieved Employees. Additionally, the LWDA has been a proponent of plaintiffs in PAGA representative actions receiving incentive awards for their work in prosecuting PAGA lawsuits because PAGA representatives bear risks in bringing such actions. VM Dec., ¶ 40.

Plaintiff's efforts in bringing the lawsuit conferred a monetary benefit to 423 Aggrieved Employees. Accordingly, Plaintiff and PAGA Counsel respectfully request the Court approve the Service Award of $12,500 to Plaintiff in accordance with the Settlement Agreement. VM Dec., ¶ 40.

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VII. CONCLUSION

Based on the foregoing, Plaintiff respectfully requests this Court approve the PAGA Settlement as set forth in the Settlement Agreement and enter the proposed order and judgment submitted herewith.

Dated: April 24, 2025

ZAKAY LAW GROUP, APLC

By: Jaclyn Joyce

Jaclyn Joyce, Esq.
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