



PLAINTIFF/PETITIONER: Sherie Picou  
 DEFENDANT/RESPONDENT: G&R Healthcare Services, LLC

CASE NUMBER:  
 RG21113445 / Dept. 21

**PROOF OF SERVICE BY FIRST-CLASS MAIL  
 NOTICE OF ENTRY OF JUDGMENT OR ORDER**

**(NOTE: You cannot serve the Notice of Entry of Judgment or Order if you are a party in the action. The person who served the notice must complete this proof of service.)**

1. I am at least 18 years old and **not a party to this action**. I am a resident of or employed in the county where the mailing took place, and my residence or business address is (*specify*):  
 PLEASE SEE ATTACHED PROOF OF SERVICE.

2. I served a copy of the *Notice of Entry of Judgment or Order* by enclosing it in a sealed envelope with postage fully prepaid and (*check one*):

- a. ☐ deposited the sealed envelope with the United States Postal Service.  
 b. ☐ placed the sealed envelope for collection and processing for mailing, following this business's usual practices, with which I am readily familiar. On the same day correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service.

3. The *Notice of Entry of Judgment or Order* was mailed:

- a. on (*date*):  
 b. from (*city and state*):

4. The envelope was addressed and mailed as follows:

a. Name of person served:

Street address:

City:

State and zip code:

c. Name of person served:

Street address:

City:

State and zip code:

b. Name of person served:

Street address:

City:

State and zip code:

d. Name of person served:

Street address:

City:

State and zip code:

☐ Names and addresses of additional persons served are attached. (*You may use form POS-030(P).*)

5. Number of pages attached:

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

Date: February 12, 2025

Danielle Cowan

(TYPE OR PRINT NAME OF DECLARANT)

(SIGNATURE OF DECLARANT)

# **EXHIBIT A**

# SUPERIOR COURT OF CALIFORNIA, COUNTY OF ALAMEDA

Rene C. Davidson Courthouse

Sherie Picou

Plaintiff/Petitioner(s)

VS.

G&R Healthcare Services, LLC

Defendant/Respondent

(s)

No. RG21113445

Date: 02/10/2025

Time: 9:32 AM

Dept: 21

Judge: Somnath Raj Chatterjee

ORDER re: Ruling on Submitted

Matter filed by Sherie

Picou (Plaintiff) on

07/15/2024

The Motion re: PLAINTIFFS NOTICE OF MOTION AND MOTION FOR APPROVAL OF PAGA filed by Sherie Picou on 07/15/2024 is Granted.

The Court, having taken the matter under submission on 02/03/2025, now rules as follows:

The Motion of Plaintiff for approval of PAGA settlement under Labor Code 2699(1)(2) is GRANTED.

The Order of 10/1/24 identified concerns. The filing on 1/2/25 has addressed the concerns.

## RELATED CASE

This motion concerns only this case asserting claims on behalf of the LWDA under PAGA.

There are two related cases. This case, Picou v. G&R Healthcare, RG21113445, asserts claims on behalf of the LWDA under PAGA. The related case, Picou v. G&R Healthcare, RG21106638, is a putative class action. In the class case in a CMC statement filed 11/4/24, the parties state: "WHEREAS, the Parties have reached a settlement that, once approved, will resolve the [PAGA case] in its entirety and intend to seek dismissal of this putative class action thereafter."

## LAW ON PAGA SETTLEMENTS

Plaintiff asserts the PAGA claim on behalf of the State of California's Labor Workforce Development Agency. "An employee plaintiff suing ... under the [PAGA] does so as the proxy or agent of the state's labor law enforcement agencies." (Iskanian v. CLS Transp. Los Angeles, LLC (2014) 59 Cal.4th 348, 381.)

A person asserting a claim on behalf of the LWDA under PAGA must obtain court approval for

# **SUPERIOR COURT OF CALIFORNIA, COUNTY OF ALAMEDA**

Rene C. Davidson Courthouse

any settlement. Labor Code 2699(1)(2) states: “The superior court shall review and approve any settlement of any civil 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.”

Regarding the standard for review, Williams v. Superior Court (2017) 3 Cal.5th 531, 549, states “PAGA settlements are subject to trial court review and approval, ensuring that any negotiated resolution is fair to those affected.” In O'Connor v. Uber Technologies, Inc. (N.D. Cal., 2016) 201 F.Supp.3d 1110, 1133, the LWDA filed a brief that stated, “It is thus important that when a PAGA claim is settled, the relief provided for under the PAGA be genuine and meaningful, consistent with the underlying purpose of the statute to benefit the public.”

Regarding the evidence required for the court to evaluate a settlement under Labor Code 2699(1)(2), the court is not required to undertake a comprehensive “what would have happened if the litigation had proceeded” analysis. The standard of review is similar to the standard for review of class action settlements under Kullar v. Foot Locker Retail, Inc. (2008) 168 Cal.App.4th 116, and the standard for approval of good faith settlements under CCP 877.6 and Tech-Bilt, Inc. v. Woodward-Clyde & Associates (1985) 38 Cal.3d 488.

The court can consider the value of any effective injunctive relief that a PAGA plaintiff obtains through settlement even though Labor Code 2699(a) permits a PAGA plaintiff to recover only penalties on behalf of the LWDA. The primary purpose of LWDA law enforcement proceedings is to ensure compliance with the law and not to impose and collect penalties. In enacting PAGA, “The Legislature declared that adequate financing of labor law enforcement was necessary to achieve maximum compliance with state labor laws.” (Arias v. Superior Court (2009) 46 Cal.4th 969, 980.)

The analysis of whether a proposed settlement will be “fair to those affected” concerns only fairness to the LWDA. If a PAGA plaintiff settles a claim on behalf of the LWDA for less than the maximum settlement values, the only injured person is the LDWA. The statute requires notice of a settlement to the LWDA so it can protect its interests and in addition it requires court approval. (Labor Code 2699(1).) The aggrieved employees retain whatever private claims they had before the settlement.

## **CONTENT OF THE SETTLEMENT**

The proposed settlement states that defendant will make a payment of \$600,000. The proposed settlement contains no injunctive relief.

The proposed settlement states that there will be payment of attorneys’ fees of up to 240,000 (40%), costs of \$11,404.71, a service award of \$7,500, and claim administration costs of \$5,000. Consistent with Labor Code 2699(i), the balance of approximately \$336,095.46 will be distributed 75% to the LWDA (\$252,071) and 25% to the affected employees (\$84,023).

## **VALUATION OF CLAIMS FOR THE LWDA**

The terms of the settlement are “fair to those affected.” The motion contains an evaluation similar to that required by Kullar v. Foot Locker Retail, Inc. (2008) 168 Cal.App.4th 116.

# **SUPERIOR COURT OF CALIFORNIA, COUNTY OF ALAMEDA**

Rene C. Davidson Courthouse

## **DISPOSITION OF THE RESIDUAL.**

The proposed settlement states that uncashed checks will be paid to Legal Aid at Work. Counsel has not filed a declaration with the information required by CCP 382.4. The Court overlooks the lapse in this case.

## **ATTORNEYS FEES – AMOUNT**

The court conducts an independent assessment of the reasonableness of the requested fees. (Consumer Privacy Cases (2009) 175 Cal.App.4th 545, 555-556.) The court starts with its benchmark, then cross-checks with the lodestar, and makes adjustments if the benchmark is significantly different from the lodestar. (Laffitte v. Robert Half Internat. Inc. (2016) 1 Cal.5th 480, 505 [“If the multiplier calculated by means of a lodestar cross-check is extraordinarily high or low, the trial court should consider whether the percentage used should be adjusted”].)

When using the percentage of recovery approach, the court's benchmark for fees is 30% of a total fund. (Laffitte v. Robert Half Internat. Inc. (2016) 1 Cal.5th 480, 495; Schulz v. Jeppesen Sanderson, Inc. (2018) 27 Cal.App.5th 1167, 1175; Consumer Privacy Cases (2009) 175 Cal.App.4th 545, 557 fn 13; Chavez v. Netflix, Inc. (2008) 162 Cal.App.4th 43, 66 fn 11.)

The court recently reviewed and reaffirmed its use of a benchmark of 30%. (Hurtubise v. Sutter East Bay Hosp. (2021) 2021 WL 11134912.)

The benchmark of 30% of \$600,000 suggests fees of \$180,000.

The court does the lodestar cross-check.

Counsel assert they have spent 334.5 hours on the case. That is reasonable.

The court finds that a blended rate of \$600 is appropriate for the case. (Meridian Financial Services, Inc. v. Phan (2021) 67 Cal.App.5th 657, 708-709 [blended rate of \$550]; Espejo v. Copley Press, Inc. (2017) 13 Cal.App.5th 329, 337 [blended rate of \$500/hour]; 569 East County Boulevard LLC v. Backcountry Against the Dump, Inc. (2016) 6 Cal.App.5th 426, 438-440 fn 14, fn 16 [blended rate of \$275].) Regarding the amount of the blended rate, the court considers the evidence and its own knowledge and familiarity with the legal market. (Meridian Financial Services, Inc. v. Phan (2021) 67 Cal.App.5th 657, 709.) The court takes judicial notice of the rates for counsel in the USAO Fitzpatrick Matrix on “Hourly Rates (\$) for Legal Fees for Complex Federal Litigation in the District of Columbia.” The court takes judicial notice of the Laffey matrix. (<http://www.laffeymatrix.com/>) The court gives little weight to the anecdotal fee awards of other trial judges. Counsel can selectively present fee awards that indicate the highest hourly billing rates.

The court recently reviewed and reaffirmed its use of a blended rate of \$550. (Harris v. Southern New Hampshire University (2023) 2023 WL 3605289.)

The court will use a blended rate of \$600 per hour.

# **SUPERIOR COURT OF CALIFORNIA, COUNTY OF ALAMEDA**

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This results in a lodestar of \$200,700.

The court applies a 1.2 multiplier for risk. When considering risk, the court considers there is less risk in a case with fee shifting statutes because counsel's potential fees are not limited by and coupled to the monetary recovery. With a fee shifting statute, counsel has the risk of proving liability but if counsel proves liability, then the fees shift to the defendant with little to no consideration of the amount of the client's monetary recovery. (Weeks v. Baker & McKenzie (1998) 63 Cal.App.4th 1128, 1174.) For example, a nominal damage recovery will result in counsel recovering "reasonable attorneys' fees" that could far exceed the award of damages. (Harman v. City and County of San Francisco (2007) 158 Cal.App.4th 407, 419 [jury awarded plaintiff \$30,300, counsel recovered \$1,113,905.40 in fee-shifted fees]; Heritage Pacific Financial, LLC v. Monroy (2013) 215 Cal.App.4th 972, 1006-1007 [client recovered \$1, counsel recovered \$87,525 in fee-shifted fees].) There was a fee shifting provision. This results in a multiplier adjusted lodestar of \$240,840.

Considering the percentage analysis fees of \$180,000. and the multiplier adjusted lodestar fees of \$240,840, the court will award fees of \$180,000. This is the court's benchmark. The fees calculated under the two methods are not extraordinarily different. The award of fees is appropriate to compensate counsel in this case, to incentivize the prosecution of meritorious cases, and does not result in an unreasonable windfall to counsel at the expense of their clients.

## **COSTS OF LITIGATION**

The court approves the cost of \$11,404.71.

## **SERVICE AWARDS**

The court approves the payment of \$7,500 to the named plaintiff.

## **ADMINISTRATION COSTS**

The court approves the payment of \$5,000 for settlement administration.

## **CONCLUSION**

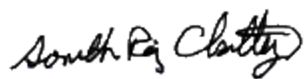
The court will sign the proposed order and proposed judgment, which is modified by this order.

The Court orders counsel to obtain a copy of this order from the eCourt portal.

Dated : 02/10/2025

**SUPERIOR COURT OF CALIFORNIA, COUNTY OF ALAMEDA**

Rene C. Davidson Courthouse

A handwritten signature in black ink, appearing to read "Somnath Raj Chatterjee". The signature is fluid and cursive, with the first name "Somnath" and last name "Chatterjee" clearly distinguishable.

Somnath Raj Chatterjee / Judge

**PROOF OF SERVICE**

*STATE OF CALIFORNIA, 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 450 North Brand Blvd., Suite 900, Glendale, California 91203.

On February 12, 2025, I served the foregoing document(s) described as: **NOTICE OF ENTRY OF JUDGMENT OR ORDER** on interested parties in this action by Electronic Service as follows:

Jesse M. Caryl  
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*Attorneys for Defendant G&R Healthcare Services, LLC*

**[X] BY E-MAIL**

The above-referenced document was transmitted to the person(s) at the e-mail addresses listed herein at their most recent known e-mail address or e-mail of record in this action. I did not receive, within reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

State of California, Labor & Workforce Development Agency Web URL:

<http://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html>

**[X] BY ONLINE SUBMISSION**

The foregoing documents were transmitted to the California Labor and Workforce Development Agency through the online system established for the submission of notices and documents, in conformity with California Labor Code section 2699(l). I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

**[X] STATE**

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

Executed on February 12, 2025, at Glendale, California.



Danielle Cowan