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UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA

ANIETTA C. PETITT

Plaintiff,

v.

EXIGENCY HEALTHCARE SERVICES,  
LLC, FELIXBERTO O. MATAMIS, and  
KAREN P. PANILIO

Defendants.

No. Case No.: 5:21-cv07639-VKD

**PLAINTIFF'S' NOTICE OF MOTION AND  
MOTION FOR ORDER APPROVING  
SETTLEMENT OF FLSA AND PAGA  
CLAIMS; MEMORANDUM OF POINTS AND  
AUTHORITIES**

[Filed Concurrently with Declarations of Alexander  
S. Plaintiff's and Proposed Order]

Date: December 20, 2022  
Time: 1:30 p.m.  
Courtroom: 2-5th Floor  
Judge: Honorable Virginia K. DeMarchi

**NOTICE OF MOTION AND MOTION FOR ORDER APPROVING SETTLEMENT OF  
FLSA AND PAGA CLAIMS**

TO THE COURT AND DEFENDANTS EXIGENCY HEALTHCARE SERVICES, LLC,  
FELIXBERTO O. MATAMIS, and KAREN P. PANILIO and their attorneys of record:

PLEASE TAKE NOTICE, that on December 20, 2022, or as soon thereafter as counsel may be  
heard, in Courtroom 2 on the 5th Floor of the United States District Court for the Northern District of  
California, located at 280 South 1<sup>st</sup> Street, San Jose, CA 95113, Plaintiff ANIETTA C. PETITT will and

1 hereby do move this Court for an Order approving a settlement of PLAINTIFF’S’ claims under 29  
2 U.S.C. §§ 206, 207 and 216(b) of the Fair Labor Standards Act and California’s *Labor Code* § 2698 *et*  
3 *seq.*, Private Attorney Generals Act of 2004 (“PAGA”) with Defendants EXIGENCY HEALTHCARE  
4 SERVICES, LLC, FELIXBERTO O. MATAMIS, and KAREN P. PANILIO under the terms of the  
5 Settlement Agreement.

6 This Motion is based upon this notice, the attached memorandum of points and authorities, the  
7 declaration of Alexander S. Plaintiff’s and attached exhibits and the Court’s file and such oral and  
8 documentary evidence as may be presented at the hearing on this Motion.

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10 Respectfully Submitted,

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13 Dated: November 8, 2022

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16 Alexander S. Rusnak  
17 Jennifer L. Rusnak  
18 Attorney for Plaintiff  
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## MEMORANDUM OF POINTS AND AUTHORITIES

### INTRODUCTION

Plaintiff ANIETTA C. PETITT seeks approval of a settlement reached with four of the six Defendants in the case under both PAGA<sup>1</sup> and the FLSA<sup>2</sup>. Plaintiff and other aggrieved employees. Defendants employed Plaintiff and other aggrieved employees as caregivers, generally for seniors. Defendants classified Plaintiff and other aggrieved employees as independent contractors rather than employees. Plaintiff alleges that that Defendants failed to pay Plaintiff and other aggrieved employees overtime pursuant to both federal and California law, failed to provide compliant meal periods and rest breaks, failed to reimburse Plaintiff and other aggrieved employees for expenses incurred while performing failed to pay Plaintiff all wages owed upon termination and violation of California's Business and Professions Code §17200 *et seq.* which is predicated upon the above listed statutory violations.

The settlement is reached with only four of the six Defendants in this action. The settling Defendants, EXIGENCY HEALTHCARE SERVICES, LLC, FELIXBERTO O. MATAMIS, and KAREN P. PANILIO (collectively "Settling Defendants"), have agreed to pay One Hundred Sixty Thousand Dollars (\$160,000.00) in two installments. Of this amount approximately Thirty-Four Thousand Dollars will go the settlement of PAGA penalties Plaintiff's counsel is also seeking to be paid Fifty-Six Thousand One Hundred Thirty-Four Dollar (\$56,134.00) to reimburse their costs and pay them a one third contingency which is less than half of their fees incurred based on a loadstar calculation. Further, Sixty-Five Thousand Dollars (\$65,000.00) is allocated to Plaintiff's individual FLSA and *Cal. Labor Code* claims.

As will be seen herein, the settlement agreement and distribution are a compromise to Plaintiff's claims and does not shift any funds to Plaintiff greater than their claims and is fair based on factors used to evaluate the remedial purpose of California's PAGA and the FLSA. In support of the motion, Plaintiff's counsel Alexander S. Rusnak is supplying a declaration which goes into greater detail on the

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<sup>1</sup>PAGA approval under *California Labor Code* § 2699(l) of a settlement under *Labor Code* § 2698 *et seq.*, California's Private Attorneys General Act ("PAGA").

<sup>2</sup> FLSA approval under 29 *U.S.C.* §§ 207, 216(B), and 255(A) of, the Fair Labor Standards Act.

1 negotiations in this case and reasons for settling.

2 On November 8, 2022, the State of California was put on Notice of the Settlement and the  
3 hearing as counsel e-filed the Agreement and the papers through the LWDA's portal to file documents  
4 on pending LWDA PAGA cases. (*Declaration of Alexander S. Rusnak in Support of Plaintiff's Motion*  
5 *for Order Approving Settlement of Labor Code § 2698 et seq. (PAGA) Claims.* ("Rusnak Decl.") ¶ 2.)

## 7 **ALLEGATIONS AND FACTS**

8 Corporate Defendants EXIGENCY HEALTHCARE SERVICES, LLC is owned and managed by  
9 husband-and-wife Defendants FELIXBERTO O. MATAMIS, and KAREN P. PANLILIO (collectively  
10 "EXIGENCY"). EXIGENCY employed Plaintiff, ANIETA PETTIT ("Petitt") and other aggrieved  
11 employees as caregivers for EXIGENCY'S clients.

12 Petitt and other aggrieved employees worked long shifts as caregivers taking care of EXIGENCY  
13 clients at care facilities and private residences. In the case of Petitt, she worked 12–24-hour shifts, five  
14 to seven days each week. At times, Petitt would move from one twelve 12-hour shift to another 12-hour  
15 shift, with the only "break" being the Uber/Lyft ride from one client to another, at her own expense.  
16 Many other aggrieved employees worked similar 12-hour shifts but shifts over eight hours were the  
17 norm. EXIGENCY classified Petitt and at least one hundred and twelve employees as independent  
18 contractors from September 2020 to now.<sup>3</sup>

19 Further, EXIGENCY did not provide compliant wage statements to their employees. EXIGENCY  
20 failed to list hours worked and rates of pay. For the vast majority of EXIGENCY'S employees,  
21 EXIGENCY issued a check and receipt for the total amount being paid and all labor categorized as  
22 "1099".

23 Additionally, EXIGENCY allegedly did not provide compliant rest breaks or meal periods as  
24 EXIGENCY'S employees were required to be on duty at all times while servicing EXIGENCY'S clients  
25 and were not provided missed meal periods or rest break pay premiums equal to one hour or their  
26 regular rate of pay, regardless of employment status. EXIGENCY maintained a written policy in their  
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28 <sup>3</sup> Petitt began working for, and was classified as an independent contractor, for EXIGENCY in September of 2017.

1 "Employee Handbook" stating that the supervisor would schedule meal periods and rest breaks to  
2 "accommodate" EXIGENCY'S requirements. No such rest breaks or meal periods were scheduled or  
3 provided.

4 While Petitt and other aggrieved employees worked extreme hours for EXIGENCY, EXIGENCY  
5 allegedly did not pay Petitt and other aggrieved employees any overtime premiums for overtime hours  
6 worked each pay period, despite EXIGENCY maintaining a written policy to pay such overtime.<sup>4</sup>  
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### 8 **PROCEDURAL HISTORY INCLUDING SETTLEMENT**

9 On July 1, 2021, Plaintiff filed a notice with the Labor & Workforce Development Agency  
10 ("LWDA") asserting that Defendants violated several provisions of California's *Labor Code*. (*Rusnak*  
11 *Decl.* ¶ 4) The LWDA did not respond to Plaintiff's notice. (*Id.*) On August 29, 2021, Plaintiff filed a  
12 civil complaint with this Court, alleging individual violations of 29 U.S.C. §§ 207, 216(B), and 255(A)  
13 of the Fair Labor Standards Act and analogous violations California's *Labor Code*. (*Rusnak Decl.* ¶ 5).

14 During this case, the parties exchanged initial disclosures and Plaintiff's produced subsequent  
15 disclosures. (*Rusnak Decl.* ¶ 6) After the parties exchanged disclosures, Plaintiff's propounded written  
16 discovery on all Defendants. (*Rusnak Decl.* ¶ 7)

17 The parties agreed to mediation and was subsequently appointed Arthur Eidelhoch. (*Rusnak*  
18 *Decl.* ¶ 8) The parties engaged in an extended mediation session and reached a resolution with the  
19 assistance of Mr. Eidlehoch, where EXIGENCY pays One-Hundred and Sixty Thousand Dollars  
20 (\$160,000.00) This was based on the following exposure:

- 21 1. \$121,609.13 owed to Plaintiff for violations of the FLSA and California's Labor Code;
- 22 2. \$3,830,700.00 owed on the PAGA claim based on a workforce of 112 workers from July  
23 2020 through August 2021.  
24 (*Rusnak Decl.* ¶¶ 10, 11, and 34).

### 25 **THE SETTLEMENT TERMS**

26 The settlement Agreement is attached as Exhibit A to the Rusnak Declaration. The key  
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28 <sup>4</sup> Whether such a policy was compliant with state and federal law is another question and Plaintiff asserts that such a policy was, on its face in violation of the FLSA.

provisions of the settlement are as follows:

Settling Defendants will pay One Hundred and Sixty Thousand Dollars (\$160,000.00) to settle the claims inclusive of attorneys' fees and costs.

The settlement amounts would be allocated as follows:

1. Sixty-Five Thousand Dollars (\$65,000.00) would be paid to Plaintiff to settle their individual claims for unpaid wages, liquidated damages under the FLSA and California law, a recovery of 65% of their claim.
2. Approximately Thirty-Four Thousand Dollars<sup>5</sup> (\$34,000.00) is allocated penalties under PAGA, with 75% of the penalties, going to the LWDA and 25% of the penalties going to the aggrieved workers, which include the Plaintiff's and the PAGA pool workers, divided by the number of pay periods worked (approximately \$7.84 per employee per pay period)
3. Fifty-Six Thousand One Hundred and Thirty-Four Dollars (\$56,134.00) of the above amounts is allocated to attorneys fees (\$53,328.00 i.e., 33 1/3 % gross settlement amount) and \$2,806 in costs.

The settlement payments shall be paid in two installments. Upon approval, Settling Defendants will pay \$110,000.00, with a subsequent payment of \$50,000 in January of 2023. As a PAGA payment, any unclaimed funds would be remitted to the State of California Controller's Office through the Unclaimed Property Program.

## **ARGUMENTS TO SUPPORT APPROVAL OF THE SETTLEMENT AGREEMENT**

### **1. THE COURT SHOULD APPROVE THE SETTLEMENT OF PLAINTIFF'S' PAGA CLAIMS.**

"An employee bringing a PAGA action does so as the proxy or agent of the state's labor law enforcement agencies, ... who are the real parties in interest." *Sakkab v. Luxottica Retail N. Am. Inc.*, 803 F.3d 425, 435 (9th Cir. 2015) (internal citations omitted). Thus, "[a]n action brought under the PAGA is

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<sup>5</sup> Amount remaining after Plaintiff's individual claim, costs, attorney's fees and administration costs.

1 a type of *qui tam action*.” *Id.* at 429. As a PAGA action is brought as a proxy for law enforcement  
2 agencies, the Court is not required to certify a PAGA claim as it would under F.R.C.P. Rule 23.  
3 *Villalobos v. Calandri Sunrise Farm LP*, 2015 WL 12732709, at \*5 (C.D. Cal. July 22, 2015). A  
4 settlement of PAGA claims compromises a claim that could otherwise be brought by the state, and as  
5 such the “court[s] shall review and approve any settlement of any civil action filed pursuant to  
6 [PAGA].” *Cal. Labor Code* § 2699(1)(2).

7 *Cal. Labor Code* § 2699(e)(2) requires any party seeking approval of a PAGA settlement the  
8 proposed settlement to the LWDA to permit the LWDA to comment, should it choose to. PAGA does  
9 not establish a standard for evaluating PAGA settlements. The LWDA has stated that “[t]he LWDA is  
10 not aware of any existing case law establishing a specific benchmark for PAGA settlements, either on  
11 their own terms or in relation to the recovery on other claims in the action.” *Ramirez v. Benito Valley*  
12 *Farms, LLC*, 2017 WL 3670794, at \*3 (N.D. Cal. Aug. 25, 2017) (quoting LWDA Response at 3,  
13 *O’Connor v. Uber Techs.*, No. 13-CV-03826-EMC, Docket No. 736 (N.D. Cal. July 29, 2016)).  
14 Ultimately, “neither the California Supreme Court, nor the California Courts of Appeal, nor the  
15 [LWDA] has provided any definitive answer as to what the appropriate standard is for approval of a  
16 PAGA settlement.” *Haralson v. U.S. Aviation Servs. Corp.*, 383 F. Supp. 3d 959, 971 (N.D. Cal. 2019)  
17 (quoting *Jordan v. NCI Grp., Inc.*, 2018 WL 1409590, at \*2 (C.D. Cal. Jan. 5, 2018)).

18 Given the lack of express standards in approving the settlement of PAGA claims, courts often  
19 utilize several of the factors set forth in *Hanlon v. Chrysler Corp.*, 150 F.3d 1011, 1026 (9th Cir. 1998),  
20 notably (1) strength of the plaintiff’s case; (2) the risk, expense, complexity, and likely duration of  
21 further litigation; (3) the extent of completed discovery; and (4) the expertise and views of counsel.  
22 *O’Connor v. Uber Techs.*, 201 F. Supp. 3d 1110, 1134 (N.D. Cal. 2016).

#### 23 24 **A. The Strength of Plaintiff’s Claims**

25 Plaintiff believes that their theories of liability are and were strong. Defendants did not pay  
26 overtime premiums to their caregivers and from Plaintiff’s standpoint, most certainly misclassified their  
27 employees as independent contractors, regardless of willfulness. (*Rusnak Decl.* ¶¶ 32-33).

**B. The Risk, Expense, Complexity and Likely Duration of Further Litigation Favor Settlement.**

The risk further litigation against the Settling Defendants viewed with respect to the consideration paid was the primary factor in resolving the matter for \$160,000 with approximately a \$34,000.00 PAGA assessment. The Corporate Defendant is not a large company and operates on a small profit margin, which is common in the caregiving industry. The individual defendants have limited means and assets. From Plaintiff's review of financial information and independent investigation of assets, the settlement of \$160,000 is the reasonable limit that Defendants could pay. This financial limit strongly warrants a resolution of \$160,000 in this matter. (*Rusnak Decl.* ¶¶ 36-37)

Moreover, the preliminary PAGA penalty accounting was based on the Court assessing a \$25,000.00 penalty for 112 workers for a total of \$2,800,000.00 for misclassifying those workers as independent contractors rather than employees. *Cal. Labor Code* § 226.8 provides for two sets of penalties for misclassifying employees and independent contractors. The first is for a penalty of not less than \$5,000 and not more than \$15,000 for mischaracterizing a person as an independent contractor. The second is for a penalty of not less than \$10,000 and not more than \$25,000 if there is a “pattern and practice” of these violations. In October of 2021, shortly after Plaintiff filed suit, EXIGENCY reclassified their employees as “employees” rather than independent contractors and corrected they pay scheme to align it with California’s *Labor Code* requirements. EXIGENCY’S remedial actions further support such a compromise and is within PAGA’s goal of having California’s employers comply with California’s *Labor Code*.

### C. The Extent of Completed Discovery

Plaintiff's counsel engaged in both formal and informal discovery, performed various informal investigations. Sufficient discovery was taken to properly assess the PAGA exposure and to settle the matter. Plaintiff's counsel was able to review the time and payroll records of Defendants workforce. (Rusnak Decl. ¶¶ 10-11).

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1                   **D. The Opinion of Plaintiff's Counsel**

2                   Plaintiff's counsel are experienced in wage-and-hour claims and PAGA claims, has acted in  
3 good faith and represented their clients' best interest in reaching the Settlement Agreement. The  
4 compromises made, based upon Plaintiff's counsels' experience are proportional to the likelihood of  
5 succeeding weighted against the anticipated costs of continued litigation with value of a prompt  
6 resolution for all parties.

7                   It is Plaintiff's counsels' opinion, based upon past experience, that the resolution reached, as to  
8 both individual and representative claims under PAGA represent a normal compromise based upon the  
9 risks of success at trial, including the amount of any judgement awarded; the anticipated costs of  
10 continued litigation; , the limited financial resources of the defendants; and the value of an immediate  
11 resolution. In fact, Counsel feels that the \$34,000.00 in civil penalties, along with Defendants  
12 employment practice changes, represents a real and cognizable recovery as opposed to a token recovery  
13 such as \$500, \$5,000 of \$10,000 which in their experience they have seen as PAGA recoveries in other  
14 six figure cases.

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16                   **1. PLAINTIFF'S INDIVIDUAL FLSA SETTLEMENT SHOULD BE APPROVED.**

17                   Under the FLSA, Plaintiff's may recover liquidated damages over three years for overtime or  
18 minimum wage violations. *See* 29 U.S.C. § 216(b) ("An employer who violates the provisions of  
19 section 206 or section 207 shall be liable to the employee or employees affected in the amount of their  
20 unpaid minimum wages, or their unpaid overtime compensation, as the case may be, and in an additional  
21 equal amount as liquidated damages.") The liquidated damages are mandatory unless the employer  
22 establishes both subjective and objective good faith in its violation. *See* 29 U.S.C. § 260; *Local 246*  
23 *Utility Workers Union of America v. Southern California Edison*, 83 F.3d 292 (9th Cir. 1996). The  
24 employer must establish that it had "an honest intention to ascertain and follow the dictates of the Act  
25 and that it had reasonable grounds for believing that [its] conduct complie[d] with the Act." *Id.* at 298  
26 (internal quotation omitted). Even if the employer meets its burden, the court may still award some  
27 liquidated damages. *Id.* "These liquidated damages represent compensation, and not a penalty. Double  
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1 damages are the norm, single damages the exception.” *Id.* at 297.

2 Because an employee cannot waive claims under the FLSA, those claims may not be settled  
3 without supervision of either the Secretary of Labor or a district court. *See Barrentine v. Ark.-Best*  
4 *Freight Sys., Inc.*, 450 U.S. 728, 740 (1981). “The FLSA places strict limits on an employee’s ability to  
5 waive claims for unpaid wages or overtime ... for fear that employers may coerce employees into  
6 settlement and waiver.” *Trout v. Meggitt-USA Servs., Inc.*, No. 216CV07520ODWAJW, 2018 WL  
7 1870388, at \*3 (C.D. Cal. Apr. 17, 2018) (internal quotation marks and citation omitted); see *Brooklyn*  
8 *Sav. Bank v. O’Neil*, 324 U.S. 697, 707, (1945) (finding that the FLSA prohibits waiver of the statutory  
9 minimum wage and right to liquidated damages as a check against the superior bargaining power  
10 employers generally enjoy vis-à-vis employees). Accordingly, claims for unpaid wages under the FLSA  
11 may only be waived or otherwise settled if settlement is supervised by the Secretary of Labor or  
12 approved by a district court. *See Lynn’s Food Stores, Inc. v. United States ex rel. U.S. Dept. of Labor,*  
13 *Emp’t Standards Admin., Wage & Hour Div.*, 679 F.2d 1350, 1352-53 (11th Cir.1982).

14 *Lynn’s Food Stores* indicates that, in reviewing a FLSA settlement, a district court must  
15 determine whether the settlement represents a “fair and reasonable resolution of a bona fide dispute.”  
16 *Lynn’s Food Stores* 679 F.2d at 1353-55. A bona fide dispute exists when there are legitimate questions  
17 about the existence and extent of the defendant’s FLSA liability as there must be “some doubt ... that the  
18 Plaintiff’s would succeed on the merits through litigation of their [FLSA] claims.” *Selk v. Pioneers*  
19 *Mem’l Healthcare Dist.*, 159 F. Supp. 3d 1164, 1172 (S.D. Cal. 2016).

20 Plaintiff’s individual claims total approximately \$121,609.13, with approximately \$41,859.46 in  
21 unpaid wages owed under the FLSA. (*Rusnak Decl.* ¶ 35) This settlement provides for \$65,000.00 to go  
22 to Plaintiff directly, covering wages owed under the FLSA and associated penalties and liquidated  
23 damages. This settlement represents a compromise as to what hours were compensable (i.e., sleep time)  
24 and disputes as to compliance and exemption to rest break and meal period requirements. Given the  
25 above disputes, the settlement represents a reasonable compromise as to the disputed claims. (*Id.*)

26 For the reason above the Court should approve the parties settlement of Plaintiff’s FLSA claims.  
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## 2. Attorneys Fees and Costs

29 U.S.C. § 216(b) of the FLSA and California Labor Code §§ 2802, 218.5, 226(e), 1194, and 2699(g) provide for the recovery of reasonable attorneys fees and costs for a prevailing employee. Plaintiff has made a net monetary recovery in both their individual claims against Defendants and in their representative capacity on behalf of the State of California in their PAGA claim. Plaintiff's counsel represented Plaintiff on a contingent basis and advanced all costs associated with litigation.

*Labor Code* § 2699(g)(1) of PAGA states that "[a]ny employee who prevails in any action shall be entitled to an award of reasonable attorney's fees and costs " In addition, when the prosecution of a matter results in the creation of a common fund, a court can and should award fees and costs from that fund. The reason is "that persons who obtain the benefit of a lawsuit without contributing to its cost are unjustly enriched at the successful litigant's expense. Jurisdiction over the fund involved in the litigation allows a court to prevent this inequity by assessing attorney's fees against the entire fund, thus spreading fees proportionately among those benefitted by the suit." *Boeing Co. v. Van Gernert* (1980) 444 U.S. 472,478. Thus, it is proper to award from a fund attorneys' fees and costs to a party who has recovered or preserved a monetary fund for the benefit of himself or herself and others, even in when a relevant fee shifting statute involved. *Staton v. Boeing Co.* (9th Cir. 2003) 327 F.3d 938, 967 (approving common fund doctrine in fee-shifting case); *Sobel v. Hertz Corporation* (D.Nev. 2014) 53 F.Supp.3d 1319, 1326 (approving request for fees from common fund in addition to fees awarded against defendant in fee-shifting case).

Moreover, while Plaintiffs are aware of no published appellate cases directly on point, federal district courts routinely approve fee awards from common funds in litigation involving PAGA (and other) claims. *See, e.g., Franco v. Ruiz Food Products, Inc.* (E.D. Cal. 2012) 2012 WL 594180I (approving settlement of class and PAGA claims and awarding fees and costs from common fund); *Garcia v. Gordon Trucking, Inc.* (E.D. Cal. 2012) 2012 WL 5364575 (same); *Chu v. Wells Fargo Investments, LLC* (N.D. Cal. 2011) 2011 WL 672645 (same).

In light of the above law, there is no principled reason that a fee application arising from a PAGA-only common fund settlement should be treated differently than other common fund

1 settlements. Accordingly, Plaintiff's Counsel's fees and costs are properly paid from that common  
2 fund.

3 Counsel's contemporaneous time records report the following hours worked and total in  
4 expenses. The Loadstar for Plaintiff's counsel, as indicated below is \$63,385.00. However, as stated  
5 above \$53,328.00 is 1/3% of the gross settlement is allocated to attorneys' fees and all that is sought.  
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| 7 ATTORNEY                 | RATE              | HOURS | Total              |
|----------------------------|-------------------|-------|--------------------|
| 8 Alexander S. Plaintiff's | \$425.00 per hour | 118.6 | \$ 50,405.00       |
| 9 Jennifer L. Plaintiff's  | \$550.00 per hour | 23.6  | \$ 12,980.00       |
| 10 <b>LODE STAR TOTAL</b>  |                   |       | <b>\$63,385.00</b> |

11 The hours and rates are addressed in the declarations of counsel. (*Rusnak Decl.* ¶¶ 19-23, 28;)

12 Further Plaintiff seeks to recover the following costs:  
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| 14 Cost                              | Amount                   |
|--------------------------------------|--------------------------|
| 15 Plaintiff's First Appearance Fee. | \$402.00                 |
| 16 PAGA LWDA filing fee.             | \$75.00                  |
| 17 Chamber Copy Delivery             | \$200.00                 |
| 18 Investigator Costs                | \$195.00                 |
| 19 Photocopies                       | \$114.15                 |
| Mediator Fees                        | \$1,800                  |
| Postage                              | \$12.37                  |
| <b>Total</b>                         | <b><u>\$2,805.57</u></b> |

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22 (*Rusnak Decl.* ¶ 30)

23 Finally, The Settlement Agreement provides for up to \$10,000.00 to be utilized in administration  
24 costs to administer the distribution of settlement funds to the State of California and other aggrieved  
25 workers. Phoenix Class Action Administration estimates the costs to administer the settlement to \$4,500.  
26 (*Rusnak Decl.* ¶31 ) Plaintiff seeks to allocate \$5,000 of the funds to administer the settlement, with any  
27 remaining funds allocated to the PAGA penalties. (*Id.*)  
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**CONCLUSION**

For the reasons stated above, Plaintiff request that the Court approve the settlement of Plaintiff's individual FLSA claims and the PAGA settlement as outlined in the Settlement Agreement.

Respectfully Submitted,

Dated: November 8, 2022



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Alexander S. Rusnak  
Jennifer L. Rusnak  
Attorneys for Plaintiff