

HAINES LAW GROUP, APC

Paul K. Haines (SBN 248226)
phaines@haineslawgroup.com
Sean M. Blakely (SBN 264384)
sblakely@haineslawgroup.com
Neil Larsen (SBN 276490)
nlarsen@haineslawgroup.com
2155 Campus Drive, Suite 180
El Segundo, California 90245
Tel: (424) 292-2350
Fax: (424) 292-2355

Attorneys for Plaintiffs

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ALAMEDA**

KASIAA THOMAS and TONI DURIO-
ADAMS, on behalf of themselves, the State
of California, and all Aggrieved Employees,

Plaintiffs,

vs.

RESERVE NATIONAL INSURANCE
COMPANY d.b.a. KEMPER NATIONAL
LIFE INSURANCE COMPANY, an
Oklahoma corporation; UNITED
INSURANCE COMPANY OF AMERICA,
an Illinois corporation; and DOES 1 through
100, inclusive,

Defendants.

Case No.: 21CV001780

*[Assigned for all purposes to the Hon. Evelio
Grillo, Dept. 21]*

**PLAINTIFFS KASIAA THOMAS
AND TONI DURIO-ADAMS'
NOTICE OF MOTION AND
MOTION FOR APPROVAL OF
SETTLEMENT OF CLAIMS
BROUGHT UNDER THE PRIVATE
ATTORNEYS GENERAL ACT AND
REASONABLE ATTORNEYS'
FEES, COSTS, AND
ENHANCEMENT PAYMENTS**

Date: November 16, 2022
Time: 10:00 a.m.
Dept.: 21

Reservation ID: 138528220757

Complaint Filed: November 4, 2021
Trial Date: None Set

1 **TO THE HONORABLE COURT, ALL PARTIES, AND THEIR ATTORNEYS OF**
2 **RECORD:**

3 PLEASE TAKE NOTICE that on November 16, 2022 at 10:00 a.m., or as soon thereafter
4 as the matter may be heard in Department 21 of the above-entitled Court, located at 1221 Oak
5 Street, Oakland, California, 94612, Plaintiffs Kasiaa Thomas and Toni Durio-Adams
6 (“Plaintiffs”), individually, and on behalf of the State of California and other Aggrieved
7 Employees, will, and hereby do, move this Court for entry of an Order as follows:

- 8 1. Granting approval, pursuant to California Labor Code § 2699(l), of the proposed
9 settlement of claims brought pursuant to the Private Attorneys General Act of 2004
10 (Cal. Labor Code § 2698, *et seq.*) and as set forth in the parties’ Settlement
11 Agreement, a true and correct copy of which is attached to the Declaration of Paul K.
12 Haines filed concurrently herewith;
- 13 2. Appointing Phoenix Settlement Administrators as the Settlement Administrator;
- 14 3. Approving the proposed Explanatory Letter (attached as Exhibit A to the Settlement
15 Agreement), and directing that it be distributed to Aggrieved Employees pursuant to
16 the terms of the Settlement Agreement;
- 17 4. Directing the funding and distribution of the Gross Settlement Amount pursuant to
18 the terms of the Settlement Agreement;
- 19 5. Approving an award of attorneys’ fees to Plaintiffs’ counsel of \$125,000.00 and an
20 award of litigation costs to Plaintiffs’ counsel of \$12,109.76;
- 21 6. Approving an enhancement payment to Plaintiffs in the amount of \$5,000.00 each,
22 for a total of \$10,000.00;
- 23 7. Approving up to \$2,995.00 in administration costs to Phoenix Settlement
24 Administrators; and
- 25 8. Approving the payment of \$168,671.43 to the California Labor & Workforce
26 Development Agency for its share of PAGA civil penalties.

27 This Motion is based on this Notice; the attached Memorandum of Points and Authorities;
28 the declaration of Paul K. Haines and all exhibits attached thereto; the declaration of Jodey

1 Lawrence of Phoenix Settlement Administrators and all exhibits attached thereto; the
2 declarations of Plaintiffs Kasiaa Thomas and Toni Durio-Adams; the Settlement Agreement; all
3 other pleadings and papers on file in this action; and on any further oral or documentary evidence
4 or argument presented at the time of hearing.

5
6
7 Dated: October 20, 2022

Respectfully submitted,

HAINES LAW GROUP, APC

8
9 By:  _____

Paul K. Haines

Sean M. Blakely

Attorneys for Plaintiffs

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1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. INTRODUCTION**

3 Plaintiffs Kasiaa Thomas and Toni Durio-Adams (“Plaintiffs”), “aggrieved employees”
4 under the Private Attorneys’ General Act of 2004 (“PAGA”), respectfully move this Court for an
5 Order granting approval of the Settlement Agreement (“Settlement”) with Defendants Reserve
6 National Insurance Company dba Kemper National Life Insurance Company and United
7 Insurance Company of America (“United Insurance”).¹

8 This PAGA representative action seeks civil penalties predicated on United Insurance’s
9 alleged failure to pay all wages owed due to making unlawful deductions from Aggrieved
10 Employees’ earned commissions and alleged failure to issue accurate itemized wage statements
11 from February 15, 2020 through July 25, 2022 (the “PAGA Period”). The proposed Settlement,
12 under which United Insurance has agreed to pay a non-reversionary Gross Settlement Amount
13 (“GSA”) of \$375,000.00, will resolve Plaintiffs’ representative claims for civil penalties filed on
14 behalf of the State of California and all “Aggrieved Employees,” which consists of all current and
15 former commission paid outside sales agents of United Insurance in California who worked
16 pursuant to United Insurance’s “Field Representatives Agreement” at any time during the PAGA
17 Period.

18 Notably, the relief provided for under the Settlement, and the claims released thereunder,
19 are *solely* for the payment of *civil penalties* under the PAGA, and not for any underlying Labor
20 Code violations. The release also encompasses only PAGA civil penalties based upon the factual
21 allegations and theories alleged by Plaintiffs in this Action, and only for claims arising during the
22 PAGA Period, which as noted above, ends on July 25, 2022.

23 In deciding whether to grant approval of the Settlement, the primary issue is whether the
24 Settlement is fair, reasonable, and adequate. As set forth herein, the proposed Settlement
25 embodies all of the features of a settlement that is fair, reasonable, and adequate, as it: (1) is the
26

27 ¹ The proposed Settlement Agreement is attached as Exhibit 1 to the Declaration of Paul K. Haines
28 filed herewith. The Explanatory Letter to be sent to Aggrieved Employees is attached as Exhibit
A to the Settlement.

product of arm's-length negotiations; (2) was negotiated by attorneys experienced in wage-and-hour issues and PAGA litigation with the assistance of an experienced, neutral mediator; (3) was negotiated after undertaking sufficient discovery and investigation to evaluate the relative strength and value of Plaintiffs' PAGA claim and United Insurance's defenses thereto; and (4) reflects a reasoned compromise based on the relative strength and value of the PAGA claim, as well as the risks, expenses, complexity, and likely duration of further litigation.

As noted above, the Settlement provides for a GSA of \$375,000.00. After deducting amounts for requested attorneys' fees (\$125,000.00), litigation costs (\$12,109.76), Plaintiffs' enhancement payments of \$5,000.00 each (totaling \$10,000.00), and Administration Costs of (\$2,995.00), the Settlement provides for distribution of a Net Settlement Amount ("NSA") of approximately \$224,895.24 to be paid to Aggrieved Employees and the California Labor and Workforce Development Agency ("LWDA"). Settlement, §§ I.9-10, III.4-5; Declaration of Paul K. Haines ("Haines Decl."), ¶ 18 & Exh. 4; Declaration of Jodey Lawrence, ¶ 17 & Exh. B.

The NSA shall be distributed 75% (approximately \$168,671.43) to the LWDA, and 25% (approximately \$56,223.81) to Aggrieved Employees, pursuant to the requirements of the PAGA as codified in Lab. Code § 2699(i). Settlement, § III.5; Haines Decl., ¶ 18. There are approximately 132 Aggrieved Employees, resulting in average payments of approximately \$425.94 to each Aggrieved Employee. Settlement, § I.2; Haines Decl., ¶ 18.

This Settlement represents a reasonable recovery for the State of California and Aggrieved Employees. Of particular relevance here is the fact that on June 15, 2022, only a few weeks after this Settlement was reached, the United States Supreme Court issued its opinion in *Viking River Cruises, Inc. v. Moriana* ("Viking River") where it overruled the California Supreme Court's holding in *Iskanian v. CLS Transportation Los Angeles, LLC* which held that a representative PAGA claim could not be compelled to arbitration. *See Viking River Cruises, Inc. v. Moriana* (June 15, 2022, No. 20-1573) 596 U.S. ____ [____ S.Ct. ____, 2022 WL 2135491; *Iskanian v. CLS Transportation Los Angeles, LLC* (2014) 59 Cal.4th 348. In effect, the U.S. Supreme Court's ruling in *Viking River* means that if this matter had not settled, United Insurance would likely have been able to compel this case to individual arbitration based on the arbitration agreements

signed by Plaintiffs, thereby barring Plaintiffs from recovering PAGA civil penalties for violations suffered by other Aggrieved Employees. Therefore, this is a unique case where further litigation would almost certainly have resulted in a smaller recovery, or even no recovery at all. Moreover, notwithstanding these risks, the GSA exceeds other PAGA penalty awards approved as reasonable throughout California. *See, e.g., Penaloza v. PPG Industries Inc.*, Case No. BC471369, 2013 WL 2917624 at *2 (Super. Ct. L.A. County, May 20, 2013) (approving total PAGA set-aside of \$5,000, or \$7.49 per employee); *Cabrera v. Advantage Sale & Marketing, LLC*, Case No. BC485259, 2013 WL 1182822 (Super. Ct. L.A. County, Mar. 12, 2013) (approving PAGA set-aside of \$10,000, or \$3.33 per employee). Further, the amounts requested for attorneys’ fees and costs, Plaintiffs’ enhancement payments, and settlement administration costs are fair, adequate, and reasonable. In light of the foregoing, this Court should enter the [Proposed] Judgment and Order submitted herewith.

II. SUMMARY OF THE LITIGATION

A. Brief Factual Background and Summary of Claims

United Insurance is in the business of selling insurance to individuals, families, and businesses throughout the United States. Haines Decl., ¶ 11. Plaintiff Thomas has been employed by United Insurance as an “Insurance Agent” or “Territorial Manager” from approximately May 2015 to the present. *See* Declaration of Plaintiff Kasiaa Thomas (“Thomas Decl.”), ¶ 2. Plaintiff Adams was employed by United Insurance as an “Insurance Agent” from approximately 2012 to February 2022. *See* Declarations of Plaintiff Toni Durio-Adams (“Adams Decl.”), ¶ 2.

Plaintiffs’ PAGA claim is predicated primarily on United Insurance’s commission pay plan, which Plaintiffs allege fails to pay Aggrieved Employees all wages owed due to United Insurance’s unlawful deductions from earned commissions. Plaintiffs further contend that United Insurance failed to timely pay all final wages and provide complete and accurate itemized wage statements. As explained below, United Insurance denies Plaintiffs’ allegations and asserts several affirmative defenses to Plaintiffs’ claims.

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1 **B. Relevant Procedural History**

2 On August 12, 2021, Plaintiffs provided written notice to the LWDA and United
3 Insurance, thereby giving notice of their intent to pursue civil penalties under PAGA for alleged
4 Labor Code violations, as required by Labor Code § 2699.3. Settlement Agreement, § II.2; Haines
5 Decl., ¶ 12 & Exh. 2.

6 On November 4, 2021, after the prescribed 65-day waiting period under Labor Code
7 §2699.3(a)(2)(A), Plaintiffs filed their Representative Complaint titled *Kasiaa Thomas and Toni*
8 *Durio-Adams v. Reserve National Insurance Company dba Kemper National Life Insurance*
9 *Company and United Insurance Company of America*, Alameda County Superior Court Case No.
10 21CV001780, alleging a single cause of action for civil penalties under the PAGA. Settlement
11 Agreement, § II.3; Haines Decl., ¶ 13.

12 On November 12, 2021, Plaintiffs submitted a supplemental notification letter to the
13 LWDA and United Insurance asserting an additional theory of liability for PAGA civil penalties
14 as a result of United Insurance's alleged failure to provide sick leave in violation of Labor Code
15 § 246. Settlement Agreement, § II.3; Haines Decl., ¶ 14 & Exh. 3.

16 On February 3, 2022, Plaintiffs filed the operative First Amended Representative Action
17 Complaint. Settlement Agreement, § II.3; Haines Decl., ¶ 15.

18 **C. Pre-Mediation Discovery and Mediation**

19 In connection with mediation, United Insurance informally produced information and
20 documents pertaining to Plaintiffs and other Aggrieved Employees, including, but not limited to,
21 United Insurance's compensation pay plans, a sampling of pay records for Aggrieved Employees,
22 and a list of Aggrieved Employees' hire dates and termination dates in order for Plaintiffs' counsel
23 to investigate Plaintiffs' allegations and value the claims prior to mediation. Haines Decl., ¶ 16.
24 Plaintiffs also retained an expert economist to assist in creating a comprehensive damages model.
25 *Id.*

26 On May 25, 2022, the Parties attended a full-day mediation with mediator Lisa Klerman,
27 Esq., a highly experienced wage and hour mediator. *Id.*, at ¶ 17. During mediation, the Parties
28 vigorously debated Plaintiffs' ability to proceed on a representative basis, the legal basis for

Plaintiffs’ claims and United Insurance’s defenses, the impact of *Viking River* on this case, the potential amount of civil penalties, and the Parties’ data analyses and conclusions based thereon. *Id.* With the assistance of Ms. Klerman, the Parties agreed to fully and finally resolve Plaintiffs’ PAGA claim, and subsequently negotiated and finalized the Settlement now before the Court. *Id.*

III. SUMMARY OF THE SETTLEMENT

A. “Aggrieved Employees” Defined

As noted above, “Aggrieved Employees” consist of all current and former commission paid outside sales agents of United Insurance in California who worked pursuant to United Insurance’s Field Representatives Agreement at any time during the PAGA Period. *See* Settlement, § I.2. The PAGA Period is defined as the time period from February 15, 2020, through July 25, 2022. Settlement, § I.12.

B. Monetary Terms

The Settlement provides for United Insurance’s payment of a non-reversionary Gross Settlement Amount (“GSA”) of \$375,000.00. *See* Settlement, §§ I.9, III.2. After deducting requested attorneys’ fees, litigation costs, Plaintiffs’ enhancement payments, and Settlement Administration costs, the Settlement provides for the Net Settlement Amount (“NSA”) to be distributed 75% to the LWDA and 25% to Aggrieved Employees, per Labor Code § 2699(i). Settlement, §§ III.4-5; Haines Decl., ¶ 18. The Aggrieved Employees’ portion of the NSA is estimated to be \$56,223.81 and will be paid to all Aggrieved Employees *pro rata* based on the proportional number of pay periods worked by each Aggrieved Employee for United Insurance in California during the PAGA Period. *See* Settlement, § III.5; Haines Decl., ¶ 18.

1. *Attorneys’ Fees and Costs, Administration Costs, and Plaintiffs’*

Enhancement Payments

Plaintiffs’ counsel requests one-third of the GSA (i.e., \$125,000.00) in attorneys’ fees, and \$12,109.76 in litigation costs. *See* Settlement, § III.4(a); Haines Decl., ¶¶ 18, 24-26 & Exh. 4. As discussed in detail below, a fee award of one-third of the GSA is fair, adequate, and reasonable as a percentage of the fund and as confirmed by a lodestar cross-check, and is in line with fee awards in other PAGA settlements.

1 The Parties have agreed to engage Phoenix Settlement Administrators (“Phoenix”) as the
2 third-party Settlement Administrator. *See* Settlement, § IV.1. Phoenix will update Aggrieved
3 Employees’ addresses using the National Change of Address database, calculate and distribute
4 Individual PAGA Payments, mail payments to all Aggrieved Employees together with the
5 Explanatory Letter, and perform other duties that are integral to the effectuation of the Settlement.
6 *Id.*, §§ IV.2-6. Plaintiffs request that the Court approve up to \$2,995.00 in Administration Costs
7 to Phoenix, which will cover all costs incurred by Phoenix in connection with the Settlement. *Id.*
8 at § III.4(c); *see also* Declaration of Jodey Lawrence (“Lawrence Decl.”) and attached exhibits.

9 Finally, Plaintiffs each request an enhancement payment of \$5,000.00 (totaling
10 \$10,000.00), in recognition of Plaintiffs’ respective contributions to this case and their efforts in
11 bringing this case to successful resolution. *See* Settlement, § III.4(b); Thomas Decl., ¶¶ 4-7;
12 Adams Decl., ¶¶ 4-7.

13 **2. Payment to LWDA and Aggrieved Employees**

14 The NSA will be distributed 75% to the LWDA and 25% to Aggrieved Employees,
15 pursuant to Labor Code § 2699(i). Based on the above requested distributions, the NSA is
16 estimated to be \$224,895.24, with \$168,671.43 paid to the LWDA and \$56,223.81 distributed to
17 Aggrieved Employees. Haines Decl., ¶ 18. As noted, there are approximately 132 total Aggrieved
18 Employees. *Id.* Thus, it is anticipated that overall, Aggrieved Employees will receive average
19 Individual Settlement payments of approximately \$425.94. *Id.*

20 **3. Funding of the Settlement**

21 United Insurance shall pay the Gross Settlement Amount to the Settlement Administrator
22 within thirty (30) calendar days of the Effective Date. *See* Settlement, § III.2. Within twenty-one
23 (21) calendar days after the Settlement has been fully funded, the Settlement Administrator shall
24 mail copies of the explanatory letter along with Individual PAGA Payments to all Aggrieved
25 Employees via regular First-Class U.S. Mail. *See* Settlement, § IV.3. Funds from any settlement
26 checks remaining uncashed after 180 days shall escheat to the California State Controller’s Office
27 for deposit in the Unclaimed Property Fund, in the name of the Aggrieved Employee. *See*
28 Settlement, § IV.4.

1 **IV. LEGAL ARGUMENT**

2 **A. Standards for Approval of a PAGA Settlement**

3 The settlement of a PAGA claim requires court approval pursuant to the PAGA statute,
4 which states that the “court shall review and approve any settlement of any civil action filed
5 pursuant to this part.” Labor Code § 2699(l). Of course, “[s]ettlement is a compromise, which
6 balances the possible recovery against the risks inherent in litigating further.” *See In re TD*
7 *Ameritrade Account Holder Litig.*, 2011 WL 4079226 at *9 (N.D. Cal. Sept. 13, 2011). “[T]he
8 very essence of a settlement is...‘a yielding of absolutes and an abandoning of highest hopes,’”
9 as “it is the very uncertainty of outcome in litigation and avoidance of wasteful and expensive
10 litigation that induce consensual settlements.” *Officers for Justice v. Civil Service Com.*, 688 F.2d
11 615, 624 (9th Cir. 1982). As such, “the settlement or fairness hearing is not to be turned into a
12 trial or rehearsal for trial on the merits” or “judged against a hypothetical or speculative measure
13 of what might have been achieved by the negotiators.” *Id.*

14 Although the PAGA statute does not set forth the criteria by which a PAGA settlement is
15 to be judged, it is presumed that a reviewing court may utilize some of the factors for review of a
16 class action settlement. However, “a PAGA claim asserted on a non-class representative basis...is
17 not considered a class action but a law enforcement action, and therefore does not have to meet
18 the requirements of [a class action].” *Casida v. Sears Holdings Corp.*, 2012 WL 253217 at *3
19 (E.D. Cal. Jan. 26, 2012); *Mendez v. Tween Brands, Inc.*, 2010 WL 2650571 at *4 (E.D. Cal. Jul.
20 1, 2010) (“PAGA claims are law enforcement actions, not class actions”). A court’s review of a
21 PAGA settlement implicates the following unique features that render the approval process
22 distinct from approval of a class action settlement.

23 First, in evaluating a PAGA settlement, the court is not concerned with amount(s) received
24 by “aggrieved employees,” but rather, must focus on the total settlement amount in achieving
25 PAGA’s objective. “The remedy sought in a PAGA suit consists of civil penalties, not individual
26 or class damages.” *Mendez*, 2010 WL 2650571 at *4. “Unlike class actions, these civil penalties
27 are not meant to compensate unnamed employees because the action is fundamentally a law
28 enforcement action.” *Ochoa-Hernandez v. Cjaders Foods, Inc.*, No. C-08-2073-MHP, 2010 WL

1 1340777 at *4 (N.D. Cal. Apr. 2, 2010). As our Supreme Court confirmed, “PAGA claims are
2 ‘representative’ actions in the sense that they are brought on the state’s behalf. The
3 employee... ‘represents the same legal right and interest as’ those agencies — ‘namely, recovery
4 of civil penalties that otherwise would have been assessed and collected by the [LWDA].” ZB,
5 *N.A. v. Sup. Ct.*, 8 Cal.5th 175, 185 (2019) (citing *Iskanian v. CLS Transp. Los Angeles, LLC*, 59
6 Cal.4th 348, 380 (2014)).

7 Moreover, while “[a PAGA] action is ... designed to protect the public and penalize the
8 employer for past illegal conduct” (*Mendez*, 2010 WL 2650571 at *4), a PAGA settlement – like
9 any settlement – involves a compromise that stops short of rendering findings of liability and
10 damages. “Unlike a class action seeking damages or injunctive relief for injured employees, the
11 purpose of PAGA is to incentivize private parties to recover civil penalties for the government
12 that otherwise may not have been assessed and collected by overburdened state enforcement
13 agencies.” *Ochoa-Hernandez*, 2010 WL 1340777 at *4.

14 Second, consistent with the fact that unnamed employees have no property interest in a
15 PAGA claim,² “[u]nnamed employees need not be given notice of the PAGA claim, nor do they
16 have the ability to opt-out of the representative PAGA claim.” *Ochoa-Hernandez*, 2010 WL
17 1340777 at *5; *see also Robinson v. Southern Counties Oil Co.*, 53 Cal.App.5th 476, 482 (2020)
18 (recognizing that “there is no mechanism for opting out of the judgment entered on the PAGA
19 claim.”). This renders the approval process of a PAGA settlement distinct from a class action
20 settlement, as the Court need not employ the “two-step approval process” required for class action
21 settlements under Fed. R. Civ. Proc. Rule 23(e) and Cal. Rule of Court 3.769.

22 Finally, unlike a class action settlement under Fed. R. Civ. Proc. Rule 23(e) or Cal. Rule
23 of Court 3.769, the scope of release in a PAGA settlement is limited to *civil penalties*. While
24 “judgment in [a PAGA] action is binding not only on the named employee Plaintiffs but also on
25 government agencies and any aggrieved employee not a party to the proceeding...the non-party
26

27 ² “The [PAGA] does not create property rights or any other substantive rights” as “[i]t is simply
28 a procedural statute allowing an aggrieved employee to recover civil penalties—for Labor Code
violations—that otherwise would be sought by state labor law enforcement agencies.” *See*
Amalgamated Transit Union, Local 1756, AFL-CIO v. Sup. Ct., 46 Cal.4th 993, 1003 (2009).

employees, because they were not given notice of the action or afforded any opportunity to be heard, would not be bound by the judgment as to remedies other than civil penalties.” *Arias v. Sup. Ct.*, 46 Cal. 4th 969, 986-87 (2009).

1. Factors in Evaluating a Representative PAGA Settlement

In deciding whether to approve a proposed settlement, a trial court has broad powers to determine if the proposed settlement is fair under the circumstances of the case. *Mallick v. Sup. Ct.*, 89 Cal.App.3d 434, 438 (1979). In exercising these powers, the overriding concern is to ensure that a proposed settlement is “fair, adequate, and reasonable.” *Dunk v. Ford Motor Co.*, 48 Cal.App.4th 1794, 1801 (1996) (internal quotations omitted). Relevant factors for the Court to consider include, but are not limited to:

[T]he strength of Plaintiffs’ case, the risk, expense, complexity and likely duration of further litigation, the risk of maintaining class action status through trial, the amount offered in settlement, the extent of discovery completed and the stage of the proceedings, the experience and views of counsel, the presence of a governmental participant, and the reaction of the class members to the proposed settlement.

Id. These factors require balancing, are non-exhaustive, and trial courts should tailor the factors to each case and give due regard to “what is otherwise a private consensual agreement between the parties.” *Id.* In the context of a PAGA settlement, the third and eighth factors (risk of maintaining class action status and reaction of class members to settlement) are inapplicable.

Because settlements inherently involve compromise, even a settlement providing for substantially narrower relief than might be obtained if the suit were successfully litigated can be reasonable because “the public interest may indeed be served by a voluntary settlement in which each side gives ground in the interest of avoiding litigation.” *Wershba v. Apple Computer, Inc.*, 91 Cal.App.4th 224, 250 (2001) (quoting *Air Line Stewards, etc., Local 550 v. Am. Airlines, Inc.*, 455 F.2d 101, 109 (7th Cir. 1972)). Courts also review the discovery process and information received through it to aid them in assessing whether the parties sufficiently developed the claims and their supporting factual bases before reaching settlement. *Kullar*, 168 Cal.App.4th at 129-31. Information is sufficient where it allows the parties and the court to form “an understanding of the amount that is in controversy and the realistic range of outcomes of the litigation.” *Clark v.*

1 *Am. Residential Serv. LLC*, 175 Cal.App.4th 785, 801 (2009). This requirement exists so that the
2 parties can provide the court with “a meaningful and substantiated explanation of the manner in
3 which the factual and legal issues have been evaluated.” *Kullar*, 168 Cal.App.4th at 132.

4 **a. The Strength of Plaintiffs’ Case**

5 Plaintiffs acknowledge that there are substantial risks and uncertainty in proceeding to
6 trial. Haines Decl., ¶ 19. First and foremost was the risk that the United States Supreme Court
7 would issue its opinion in *Viking River* which could result in the outright dismissal of Plaintiffs’
8 representative PAGA claim. *Id.* At the time that this settlement was reached, the U.S. Supreme
9 Court had granted certiorari in *Viking River*. *Id.* Shortly after Plaintiffs entered into this
10 Settlement, this risk became a reality and the Supreme Court issued its opinion in *Viking River*,
11 which overturns the California Supreme Court’s holding in *Iskanian v. CLS Transportation Los*
12 *Angeles, LLC* which held that a representative PAGA claim could not be compelled to arbitration.
13 *See Viking River Cruises, Inc. v. Moriana* (June 15, 2022, No. 20-1573) 596 U.S. ____ [____ S.Ct.
14 ____, 2022 WL 2135491; *Iskanian v. CLS Transportation Los Angeles, LLC* (2014) 59 Cal.4th
15 348. As a result, absent this settlement, it is likely that **no** representative PAGA recovery (i.e., a
16 recovery of PAGA civil penalties for violations suffered by other Aggrieved Employees) would
17 be possible at all. Haines Decl., ¶ 19.

18 United Insurance also presented multiple defenses with respect to the merits of Plaintiffs’
19 claims. For example, United Insurance argues that it maintained lawful commission compensation
20 policies which complied with California law. Haines Decl., ¶ 20. United Insurance further
21 contends that deductions for policy lapses were contemplated and agreed to in United Insurance’s
22 Commission Agreements, which were entered into by Plaintiffs and Aggrieved Employees. *Id.*;
23 *see, e.g., Koehl v. Verio, Inc.*, 142 Cal.App.4th 1313 (2006) (chargeback of commissions did not
24 violate the Labor Code because the deduction was agreed to and authorized in writing); *Steinhebel*
25 *v. Los Angeles Times Communications, LLC*, 126 Cal.App.4th 696 (2005) (chargeback of
26 commissions was not unlawful as tele-sales employees read, signed, and acknowledged that
27 advanced commissions may be chargebacked when an order is canceled within 28 days of sale).
28 Moreover, United Insurance argues that it is difficult to determine how frequently such

1 chargebacks occur (i.e., where the servicing agent experiences a chargeback for an account that
2 was written by a different issuing agent). Haines Decl., ¶ 20.

3 As a result of United Insurance’s failures to pay all wages owed, Plaintiffs allege
4 derivative PAGA claims for failure to issue accurate and itemized wage statements and failure to
5 pay all wages owed at separation of employment. Haines Decl., ¶ 21. In response, United
6 Insurance argues that Plaintiffs’ underlying claims will fail and, as a result, the derivative claims
7 will also fail. United Insurance also maintain that any “derivative” PAGA claims for violations
8 of Labor Code Sections 226 or 203 would be entirely duplicative and would be unlikely to be
9 awarded in any significant manner by a Court. *Id.* United Insurance also argues that it paid all
10 wages owed each pay period, and paid sick leave and accrued paid time off owed to Aggrieved
11 Employees, and thus the Court would not award significant penalties for Plaintiffs’ direct wage
12 statement claims. *Id.*

13 United Insurance further maintains that even if the Court awarded PAGA penalties for
14 any of the alleged violations, it would substantially reduce the penalties based on the discretionary
15 factors in Labor Code § 2699(e)(2) (authorizing reduction in penalties “if, based on the facts and
16 circumstances of the particular case, to do otherwise would result in an award that is unjust,
17 arbitrary and oppressive, or confiscatory.”). Haines Decl., ¶ 22. Indeed, United Insurance argues,
18 many courts have reduced PAGA penalties drastically where, as here, the employer presented
19 good-faith defenses and attempted to comply with the law. Haines Decl., ¶ 22; *see also Thurman*
20 *v. Bayshore Transit Mgmt., Inc.*, 203 Cal.App.4th 1112, 1135 (2012) (affirming reduction of
21 PAGA penalties because “defendants took their obligations...seriously and attempted to comply
22 with the law”); *Fleming v. Covidien, Inc.*, No. ED-CV-10-1487-RGK, 2011 WL 7563047 at *4
23 (C.D. Cal. Aug. 12, 2011) (reducing PAGA penalties by over 82%, in part because employer “not
24 aware” of violations); *Carrington v. Starbucks Corp.*, 30 Cal.App.5th 504, 529 (2018) (affirming
25 PAGA penalty of just \$5 per pay period where employer made “good faith attempts” to comply
26 with the law).

27 While Plaintiffs were prepared to litigate their claims through trial, they faced substantial
28 challenges in prevailing in this matter and obtaining a better result than will be provided through

the Settlement. Thus, this factor supports approval.

b. Risk, Expense, Complexity, and Duration of Further Litigation

As discussed above, *Viking River* posed an existential threat to this case, and has since become controlling precedent that would likely result in the dismissal of Plaintiffs’ representative PAGA claim if it had not already been settled. Therefore, at the time the settlement was reached, Plaintiffs faced tremendous risk that continued litigation would have resulted in the dismissal of their representative PAGA claim. This factor therefore supports approval of the Settlement.

c. Amount Offered in Settlement Given Realistic Value of Claims

The proposed Settlement provides a fair and reasonable monetary recovery for the State of California and Aggrieved Employees in the face of hotly disputed claims, when compared with the potential realistic exposure. Based on data provided by United Insurance, there were approximately 12,100 pay periods worked by the Aggrieved Employees during the PAGA Period. Settlement, § III.3; Haines Decl., ¶ 23.

Labor Code § 2699(f)(2) provides for PAGA civil penalties in the amount of \$100 for each aggrieved employee per pay period for the initial violation, and \$200 for each aggrieved employee per pay period for each subsequent violation. *See* Labor Code § 2699(f)(2). However, courts have interpreted section 2699(f)(2) to only impose the \$200 subsequent penalty after an employer has been notified that its conduct violates the Labor Code. *See, e.g., Amaral v. Cintas Corp. No. 2*, 163 Cal.App.4th 1157, 1207 (2008) (finding “initial” violation rate applies until employer is notified that it is violating a Labor Code provision); *Trang v. Turbine Engine Components Technologies Corp.*, No. CV 12–07658 DDP (RZx), 2012 WL 6618854, at *5 (C.D. Cal. Dec. 19, 2012) (“courts have held that employers are not subject to heightened penalties for subsequent violations unless and until a court or commissioner notifies the employer that it is in violation of the Labor Code”); *Amalgamated Transit Union Local 1309, AFL-CIO v. Laidlaw Transit Services, Inc.*, No. 05cv1199–IEG–CAB, 2009 WL 2448430, at *9 (S.D. Cal. 2009) (finding that California law imposes the “subsequent violation penalty” only after an employer has been notified its conduct violates the Labor Code). Therefore, assuming that Plaintiffs could

1 prove at least one Labor Code violation in each pay period, Plaintiffs calculated United
2 Insurance's maximum PAGA exposure at \$1,210,000.00 (12,100 pay periods * \$100 per
3 violation). Haines Decl., ¶ 23.

4 However, as discussed above, United Insurance raised numerous defenses to the merits of
5 Plaintiffs' claims, and argued that even if found liable, the Court would exercise its discretion to
6 reduce any potential PAGA penalties given United Insurance's good-faith defenses. *See*
7 *Thurman, supra*, 203 Cal.App.4th at 1136 (affirming reduction of PAGA penalties); *Carrington,*
8 *supra*, 30 Cal.App.5th 504 (affirming reduction of PAGA penalties to 10% of maximum
9 exposure). Additionally, at the time of mediation, there was a looming threat that a forthcoming
10 decision in *Viking River* could preclude any representative PAGA recovery at all. Haines Decl.,
11 ¶ 23. In the face of United Insurance's defenses on the merits, the Court's discretion to reduce
12 PAGA penalties, and the threat (which has since become reality) of an adverse *Viking River*
13 ruling, Plaintiffs felt that the negotiated settlement of \$375,000.00, which was equivalent to
14 approximately 31% of the maximum PAGA exposure, was clearly in the best interests of the
15 LWDA and the Aggrieved Employees and was well within the range of reasonableness. Haines
16 Decl., ¶¶ 19-23; *see also Linney v. Cellular Alaska Partnership*, 151 F.3d 1234, 1242 (9th Cir.
17 1998) ("The fact that a proposed settlement may only amount to a fraction of the potential
18 recovery does not, in and of itself, mean that the proposed settlement is grossly inadequate and
19 should be disapproved.") (internal quotations omitted).

20 Approval of the Settlement is appropriate, as the Settlement will provide tangible
21 monetary relief to Aggrieved Employees and the State of California while avoiding the risks and
22 costs of continued litigation and trial.

23 **d. Discovery Completed and the Status of Proceedings**

24 As noted above, the Parties engaged in substantial informal discovery to evaluate the
25 PAGA claim. Haines Decl., ¶ 16. United Insurance provided Plaintiffs with United Insurance's
26 compensation pay plans, a sampling of Aggrieved Employees' records, and a list of Aggrieved
27 Employees' hire dates and termination dates, and other documents and information in order for
28 Plaintiffs' counsel to investigate Plaintiffs' allegations and value the claims prior to mediation.

1 *Id.* Plaintiffs also retained an expert economist to assist in creating a comprehensive damages
2 model. *Id.* Only after the completion of this comprehensive discovery process, and significant
3 discussions about the likelihood of prevailing on the merits, did the Parties reach the proposed
4 Settlement. Thus, this factor supports settlement approval.

5 **e. The Experience and Views of Counsel**

6 “Parties represented by competent counsel are better positioned than courts to produce a
7 settlement that fairly reflects each party’s expected outcome in litigation.” *In re Pac. Enter. Sec.*
8 *Litig.*, 47 F.3d 373, 378 (9th Cir. 1995). Plaintiffs are represented by experienced counsel with
9 extensive experience, who believe this Settlement to be fair and adequate for all involved. Haines
10 Decl., ¶¶ 3-9. This factor strongly supports settlement approval. *Kullar*, 168 Cal.App.4th at 130
11 (“The court undoubtedly should give considerable weight to the competency and integrity of
12 counsel and the involvement of a neutral mediator in assuring itself that a settlement agreement
13 represents an arm’s length transaction entered without self-dealing or other potential
14 misconduct.”).

15 **B. The Requested Award of Attorneys’ Fees is Reasonable as a Percentage of the**
16 **Settlement Fund as Confirmed by a Lodestar Cross-Check**

17 Plaintiffs are entitled to attorneys’ fees in this PAGA action under Labor Code §
18 2699(g)(1), which provides that “[a]ny employee who prevails in any [PAGA] action shall be
19 entitled to an award of reasonable attorneys’ fees and costs.” *See also Gouskos v. Aptos Village*
20 *Garage, Inc.*, 94 Cal.App.4th 754, 765 (2001) (holding that attorneys’ fees to prevailing party are
21 mandatory when the statute uses the word “shall”). It is undisputed that by obtaining PAGA
22 penalties for the LWDA and Aggrieved Employees, Plaintiffs have prevailed. *See Graciano v.*
23 *Robinson Ford Sales*, 144 Cal.App.4th 140, 153 (2006) (“[P]laintiffs may be considered
24 ‘prevailing parties’ for attorney’s fee purposes if they succeed on any significant issue in the
25 litigation that achieves some of the benefit the parties sought in bringing suit.” (internal citation
26 omitted)).

27 A fee award is justified where the legal action has produced its benefits by way of
28 settlement. *See, e.g., Maria P. v. Riles*, 43 Cal.3d 1281, 1290-91 (1987); *Westside Comty. for*

1 *Independent Living, Inc. v. Obledo*, 33 Cal.3d 348, 352-53 (1983); *Serrano v. Priest*, 20 Cal.3d
2 25, 34 (1977) (“when a number of persons are entitled in common to a specific fund, and an action
3 brought by a plaintiff...for the benefit of all results in the creation or preservation of that fund,
4 such plaintiff...may be awarded attorney’s fees out of the fund.”); *Serrano v. Unruh*, 32 Cal.3d
5 621, 627 (1982) (in awarding a fee from the common fund obtained for the benefit of all parties,
6 the trial court acts within its equitable power to prevent the other parties’ unjust enrichment);
7 *Rawlings v. Prudential-Bache Properties, Inc.*, 9 F.3d 513, 516 (6th Cir. 1993) (the percentage
8 of the fund method for calculating attorneys’ fees more accurately reflects the results achieved
9 for the putative class than the lodestar method and “establishes reasonable expectations on the
10 part of plaintiffs’ attorneys as to their expected recovery; and it encourages early settlement,
11 which avoids protracted litigation.”); *In re Rite Aid Corp. Sec. Litig.*, 396 F.3d 294, 300 (3d Cir.
12 2005) (“The percentage-of-recovery method is generally favored in common fund cases because
13 it allows courts to award fees from the fund ‘in a manner that rewards counsel for success and
14 penalizes it for failure.’”).

15 Fee awards of one-third of the settlement fund are routinely awarded in California courts
16 in class and representative PAGA actions. The California Supreme Court recently confirmed its
17 approval of the use of the “percentage of fund” method. See *Laffitte v. Robert Half Int’l, Inc.*, 1
18 Cal.5th 480, 506 (2016) (“the percentage of fund method survives in California class action
19 cases...”) Specifically, the *Laffitte* Court held:

20 The recognized advantages of the percentage method—including relative ease
21 of calculation, alignment of incentives between counsel and the class, a better
22 approximation of market conditions in a contingency case, and the
encouragement it provides counsel to seek an early settlement and avoid
unnecessarily prolonging the litigation—convince us the percentage method is a
valuable tool that should not be denied our trial courts.

23 *Id.*, at 503 (internal citation omitted). Indeed, “[F]ee awards in class actions average around one-
24 third of the recovery.” *Chavez v. Netflix, Inc.*, 162 Cal.App.4th 43, 66, fn. 11 (2008); see also
25 *Chavez v. Saticoy Lemon Ass’n*, 2015 WL 5561118 (Ventura Cty. Super. Ct., Aug. 29, 2015)
26 (approving attorneys’ fees of one-third of settlement fund in PAGA settlement); *Clavel v. Lupe’s*
27 *Thousand Oaks Mexican Restaurant, Inc.*, 2016 WL 1601223 (Ventura Cty. Super. Ct., Mar. 25,
28 2016) (same). This is also consistent with Plaintiffs’ counsel’s experience in similar wage-and-

hour class and PAGA matters. Haines Decl., ¶ 24.

Here, Plaintiffs’ fee request of one-third of the GSA (estimated to be \$125,000), which is the same percentage approved by the California Supreme Court in *Laffitte*, is fair and reasonable based on the percentage of the recovery method, as confirmed by a lodestar cross-check.

In *Laffitte*, the California Supreme Court held that trial courts have discretion to assess the reasonableness of fee awards with tools such as the “lodestar cross-check,” whereby the trial court calculates counsel’s lodestar and determines whether the “lodestar multiplier” needed to bring the lodestar on par with the percentage of recovery is reasonable. *Laffitte*, 1 Cal.5th at 503-06. While a trial court may utilize the lodestar cross-check, it need not do so. *Id.*, at 506 (“[w]e hold further that the trial courts have discretion to conduct a lodestar cross-check on a percentage fee, as the court did here; they also retain the discretion to forgo a lodestar cross-check and use other means to evaluate the reasonableness of a requested percentage fee.”).

Under the lodestar method, the court multiplies the number of hours reasonably expended by each attorney or legal staff member by their reasonable hourly rates, then enhances this lodestar figure by a “multiplier” to account for a range of factors, such as the contingent nature of the case and the degree of success achieved. *See Serrano v. Priest*, 20 Cal.3d 25, 48-49 (1977); *Ketchum v. Moses*, 24 Cal.4th 1122, 1132-36 (2001); *Thayer v. Wells Fargo Bank*, 92 Cal.App.4th 819, 834 (2001) (“There is no hard-and-fast rule limiting the factors that may justify an exercise of judicial discretion to increase or decrease a lodestar calculation”).

Under California law, lodestar multipliers can range from 2 to 4 or even higher. *See, e.g., Chavez*, 162 Cal.App.4th at 49-50 (approving multiplier of approximately 2.5); *Coalition for L.A. County Planning etc. Interest v. Bd. of Supervisors*, 76 Cal.App.3d 241, 251 (1977) (approving multiplier of approximately 12.8). In representative actions such as this one, where Plaintiffs’ counsel efficiently protected the rights of the aggrieved employees and where the value of the benefit conferred to the group “can be monetized with a reasonable degree of certainty,” the Court may “adjust the lodestar in comparison to a percentage of the common fund to ensure that the fee awarded is reasonable and within the range of fees freely negotiated in the legal marketplace in comparable litigation.” *Consumer Privacy Cases*, 175 Cal. App. 4th 545, 557 (2009).

In this case, Plaintiffs’ counsel has a lodestar of approximately \$114,332.50, resulting in a modest multiplier of approximately 1.09 compared to the \$125,000.00 fee request. Haines Decl., ¶¶ 27-28. The billing rates used are reasonable in view of the evidence submitted herewith. *Id.*, Exh. 5 (2021-2022 Laffey Matrix).

Name	Rate	Hours	Pre-Multiplier Lodestar
Paul K. Haines (17th Year Attorney)	\$675	30.2	\$20,385.00
Tuvia Korobkin (14th Year Attorney)	\$650	72.5	\$47,125.00
Neil M. Larsen (11th Year Attorney)	\$550	80.2	\$44,110.00
Firm Paralegals	\$175	15.5	\$2,712.50
Total Lodestar			\$114,332.50

The requested fee award is also justified because Plaintiffs’ counsel achieved a significant monetary recovery in an uncertain and risky case, while bearing the substantial burden of representation on a contingency basis, and the fees requested are in line with the market rate. *Vizcaino v. Microsoft Corp.*, 290 F.3d 1043, 1048-51 (9th Cir. 2002) (finding that exceptional results in a contingency case, significant risk and the absence of supporting precedents, are proper considerations in awarding attorneys’ fees). Here, Plaintiffs’ counsel expended significant time and resources in litigating this case, which resulted in an excellent result for Plaintiffs, the State of California, and Aggrieved Employees in the face of significant defenses. Counsel also bore the contingency risk of this litigation for the benefit of the Aggrieved Employees, as well as the State of California (which elected not to take the case after receiving Plaintiffs’ notification letters).

Critically, Plaintiffs’ recovery for the State of California and Aggrieved Employees of approximately \$224,895.24 (NSA) significantly exceeds other PAGA awards approved by California courts. *See, e.g., Aguirre v. DSW, Inc.*, 2012 WL 11875296, *3 (C.D. Cal. Nov. 29, 2012) (approving \$10,000 PAGA payment); *Garcia v. Gordon Trucking, Inc.*, 2012 WL 5364575, *7 (E.D. Cal. Oct. 31, 2012) (approving \$10,000 PAGA payment, finding it “comports with settlement approval of PAGA awards in other cases. [Citations.]”); *Boyd v. Bank of Am. Corp.*, 2014 WL 6473804, *8 (C.D. Cal. Nov. 18, 2014) (approving \$18,750 PAGA payment); *Franco v. Ruiz Food Prods.*, 2012 WL 5941801, *14 (E.D. Cal. Nov. 27, 2012) (\$10,000 PAGA

1 payment); *Chu v. Wells Fargo Inv., LLC*, 2011 WL 672645, *1 (N.D. Cal. Feb. 16, 2011) (\$10,000
2 PAGA payment).

3 As discussed above, this case presented significant risks to Plaintiffs, including the risk
4 that an adverse *Viking River* decision could have effectively concluded the case. It is fair and
5 reasonable to account for these risks in compensating Plaintiffs' counsel, as well as the risks
6 involved in undertaking this litigation and expending considerable effort while working on a pure
7 contingency basis. Since undertaking representation of Plaintiffs, Plaintiffs' counsel dedicated
8 substantial resources to this litigation, including expending \$12,109.76 in litigation costs, without
9 receiving any compensation to date. Haines Decl., ¶¶ 24-26. Plaintiffs' counsel conducted
10 extensive research regarding the merits of Plaintiffs' claims, their ability to recover PAGA civil
11 penalties, and United Insurance's potential defenses. Plaintiffs' counsel conducted informal
12 discovery, and also performed extensive analysis of data and information produced by United
13 Insurance, retained an expert economist to assist with creating a comprehensive damages model,
14 and drafted a comprehensive mediation brief. *Id.* Plaintiffs' counsel also attended a private
15 mediation, and expended significant effort in preparing settlement documents, this Motion and
16 supporting documents, and will oversee the settlement administration process. *Id.* Given the
17 considerable potential for adverse outcomes in this case, the contingent risk borne by Plaintiffs'
18 counsel was great. Haines Decl., ¶ 25. The quality of Plaintiffs' counsel's work, and the efficacy
19 and dedication with which it was performed, should be compensated. Thus, Plaintiffs submit that
20 the requested fee award is fair, reasonable and adequate and should be approved.

21 Plaintiffs' counsel's previous experience in litigating wage and hour class and
22 representative actions also supports the reasonableness of the fee request. Plaintiffs' counsel is
23 well-versed in plaintiff and defense-side wage and hour class and representative action litigation.
24 See Haines Decl., ¶¶ 3-9. Plaintiffs' counsel has also been certified as class counsel in numerous
25 class action cases alleging wage and hour claims. *Id.* Plaintiffs' counsel's experience in similar
26 matters was integral in evaluating the strengths and weaknesses of this case and the
27 reasonableness of the Settlement. Because it is reasonable to compensate Plaintiffs' counsel
28

1 commensurate with their skill, reputation, and experience, the requested fee award is fair,
2 reasonable and adequate, and should therefore be approved.

3 **C. The Requested Litigation Costs and Settlement Administration Costs Are**
4 **Fair, Reasonable, and Adequate**

5 Plaintiffs' request for reimbursement of litigation costs of \$12,109.76 is also fair and
6 reasonable. All of Plaintiffs' litigation costs are reasonably incurred. *See* Haines Decl., ¶ 26 &
7 Exh. 4. Moreover, the costs Plaintiffs seek are the types of costs routinely approved by courts.
8 *See, e.g., Harris v. Marhoefer*, 24 F.3d 16, 19 (9th Cir. 1994) (counsel should recover "those out-
9 of-pocket expenses that would normally be charged to a fee paying client"); *Ashker v. Sayre*, 2011
10 WL 825713 at * 3 (N.D. Cal. Mar. 7, 2011) ("costs of reproducing pleadings, motions and exhibits
11 are typically billed by attorneys to their fee-paying clients" and are reimbursable); *Trustees of*
12 *Const. Industry & Laborers Health and Welfare Trust v. Redland Ins. Co.*, 460 F.3d 1253, 1258-
13 59 (9th Cir. 2006) (legal research costs reimbursable); *In re Immune Response Sec. Litig.*, 497
14 F.Supp.2d 1166, 1177-78 (S.D. Cal. 2007) (mediation expenses, consultant and expert fees, legal
15 research, copies, postage, filing fees, messenger and overnight delivery costs are reimbursable).

16 Likewise, the request for administration costs of up to \$2,995.00 is also fair and
17 reasonable. Phoenix was selected because it is an experienced settlement administrator and
18 returned a reasonable bid. *See* Declaration of Jodey Lawrence & Exhibits. Moreover, Phoenix
19 will perform several important functions that are integral to the implementation of the Settlement.
20 *Id.* Its modest requested fee is therefore reasonable.

21 **D. The Court Should Approve Plaintiffs' Requested Enhancement Payments**
22 **Because They Are Fair, Adequate, and Reasonable in View of Plaintiffs'**
23 **Efforts and the Risks They Assumed in This Litigation**

24 Courts routinely approve enhancement awards to compensate named plaintiffs for the
25 services they provide and the risks they incur during representative litigation. *See, e.g., Bell v.*
26 *Farmers Ins. Exch.*, 115 Cal.App.4th 715, 726 (2004) (upholding "service payments" to named
27 Plaintiffs); *Van Vranken v. Atlantic Richfield Co.*, 901 F. Supp. 294 (N.D. Cal. 1995) (approving
28 \$50,000 incentive payment). Here, Plaintiffs seek an enhancement payment of \$5,000.00 each,

1 for a total of \$10,000.00. *See* Settlement, § III.4.b. This request is reasonable given Plaintiffs’
2 efforts in this case and the risks they undertook on behalf of Aggrieved Employees. Thomas Decl.,
3 ¶¶ 4-7; Adams Decl., ¶¶ 4-7. Plaintiffs provided substantial factual information and documents to
4 Counsel, assisted in identifying potential witnesses, and participated in numerous discussions
5 with Plaintiffs’ Counsel regarding the case. *Id.*; *see also* Haines Decl., ¶ 29. Accordingly,
6 Plaintiffs’ requested enhancement payments are appropriate and justified as part of the
7 Settlement.

8 **V. CONCLUSION**

9 For the reasons stated herein, Plaintiffs respectfully request that this Court grant Plaintiffs’
10 Motion and adopt the [Proposed] Judgment and Order Granting Settlement Approval submitted
11 concurrently herewith.

12
13 Dated: October 20, 2022

Respectfully submitted,
HAINES LAW GROUP, APC

14 By:  _____

15 Paul K. Haines
16 Sean M. Blakely
17 Attorneys for Plaintiffs
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Superior Court of Alameda County Public Portal

Court Reservation Receipt

Reservation			
Reservation ID: 138528220757		Status: RESERVED	
Reservation Type: Motion re: (PAGA Settlement Approval)		Number of Motions: 1	
Case Number: 21CV001780		Case Title: THOMAS, et al. vs RESERVE NATIONAL INSURANCE COMPANY, et al.	
Filing Party: Kasiaa Thomas (Plaintiff)		Location: Rene C. Davidson Courthouse - Department 21	
Date/Time: November 16th 2022, 10:00AM		Confirmation Code: CR-KATCRQAGNVFDCZPWP	
Fees			
Description	Fee	Qty	Amount
Motion re: (name extension)	.00	1	.00
Court Technology Fee	1.00	1	1.00
TOTAL			\$1.00
Payment			
Amount: \$1.00		Type: Visa	
Account Number: XXXX2974		Authorization: 00838D	

Payment Date:
2022-09-01

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