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Attorneys for Plaintiff KEVEN REYES,
on behalf of himself and current and former aggrieved employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN JOAQUIN

KEVEN REYES, on behalf of himself and other
aggrieved employees,

Plaintiff,

vs.

PRISM LOGISTICS, INC.; FOR LEGENDARY
STAFFING; LEGENDARY STAFFING, INC.;
and DOES 1 to 100, inclusive,

Defendants.

Case No.: STK-CV-UOE-2022-0009951

*[Assigned for all purposes to the Hon. Robert
T. Waters, Dept. 11B]*

**PLAINTIFF'S NOTICE OF MOTION AND
MOTION FOR APPROVAL OF PRIVATE
ATTORNEYS GENERAL ACT
SETTLEMENT AND FOR AWARD OF
ATTORNEYS' FEES AND COSTS**

*[Filed concurrently with the Declaration of Eve
Howe in Support; [Proposed] Order]*

Proposed Hearing Dates:

May 27, 2025

May 28, 2025

May 29, 2025

May 30, 2025

June 3, 2025

1 **TO THE HONORABLE COURT, TO ALL PARTIES, AND TO THEIR COUNSEL**
2 **OF RECORD: NOTICE IS HEREBY GIVEN** that on a date to be determined by the Court, in
3 Department 11B of the San Joaquin County Superior Court, Stockton Courthouse, located at 180 E.
4 Weber Ave., Stockton, CA 95202, Plaintiff KEVEN REYES ("Plaintiff") will move for an order
5 granting approval of the proposed settlement on the terms and conditions set forth in the Private
6 Attorneys General Act (Labor Code § 2698, *et seq.*) ("PAGA") Settlement Agreement (the
7 "Settlement Agreement") between Plaintiff and Defendant PRISM LOGISTICS LLC ("Defendant").
8 A copy of the PAGA Settlement Agreement is attached as **Exhibit 1** to the Declaration of Eve Howe
9 in Support of Plaintiff's Motion for Approval of PAGA Settlement ("Howe Dec.").

10 **Notice to the LWDA:** On April 30, 2025, Plaintiff's Counsel filed the Settlement Agreement
11 with the California Labor and Workforce Development ("LWDA"). (Howe Dec. **Exhibit 12.**)

12 The motion is based on this Notice of Motion and Motion, the Memorandum of Points and
13 Authorities in Support, Declaration of Eve Howe in Support, Declaration of Keven Reyes in Support,
14 exhibits, all other pleadings and papers on file in this action, and any oral argument or other matter
15 that may be considered by the Court.

16
17 DATE: May 1, 2025

Respectfully submitted,
LAVI & EBRAHIMIAN, LLP

18
19 By: /s/ Eve Howe
20 JOSEPH LAVI
21 VINCENT C. GRANBERRY
22 EVE HOWE
23 Attorneys for Plaintiff KEVEN REYES, on behalf
24 of himself and current and former aggrieved
25 employees
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1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. INTRODUCTION**

3 Plaintiff KEVEN REYES ("Plaintiff"), as a representative of the LWDA and behalf of himself
4 and other aggrieved employees, respectfully submits this memorandum in support of their motion for
5 approval of the settlement of this action pursuant to the Private Attorneys General Act of 2004, Labor
6 Code section 2698, et seq. (hereinafter "PAGA") with Defendant PRISM LOGISTICS LLC
7 ("Defendant"). Plaintiff seeks entry of a proposed order and judgment granting approval of the PAGA
8 settlement.

9 As consideration for this settlement, Defendant will fund a non-reversionary, common fund
10 settlement of \$240,000 (the "Gross Settlement Amount") which includes: the PAGA Counsel Fees
11 Payment, the PAGA Counsel Litigation Expenses Payment, PAGA Representative Service Payment,
12 the Administration Expenses Payment, Individual PAGA Payments, and the LWDA PAGA Payment.
13 (Howe Dec. Ex. 1 §1.12.) After deduction from the Gross Settlement Amount of the payments for the
14 PAGA Counsel Fees Payment, the PAGA Counsel Litigation Expenses Payment, PAGA
15 Representative Service Payment, the Administration Expenses Payment, and the LWDA PAGA
16 Payment, the amount to be distributed to the California Labor and Workforce Development
17 ("LWDA") and Aggrieved Employees is equal to approximately \$129,000 if all requested amounts
18 are approved. (Howe Dec. Ex. 1 §3.2.)

19 The Net Settlement Amount is for the payment of civil penalties under PAGA. The Net
20 Settlement Amount shall be allocated for payment of civil penalties and shall be distributed 75% to
21 the LWDA and 25% to the Aggrieved Employees. (Howe Dec. Ex. 1 §1.17; Lab. Code §2699(i) [civil
22 penalties recovered by aggrieved employees shall be distributed as follows: 75 percent to the [LWDA]
23 ...; and 25 percent to the aggrieved employees]. Plaintiff estimates the LWDA will receive
24 approximately \$96,750.00 (\$129,000.00 X .75 to LWDA = \$96,750.00). Plaintiff estimates
25 \$32,250.00 will be distributed pro rata to the Aggrieved Employees based on the number of pay
26 periods worked during the PAGA Period¹ (\$129,000.00 X .25 = \$32,250.00). (Howe Dec. Ex. 1
27 §3.2.4) As set forth below, Plaintiff believes this is a fair result for the PAGA litigation.

28 ¹ "PAGA Period" shall refer to the time period from September 20, 2020, through September 13, 2023. (Howe Dec. Ex.
1 §1.23.)

II. SUMMARY OF LITIGATION

A. The Parties

Defendant is authorized to do business within the State of California and do business in the State of California, including but not limited to Los Angeles County. Plaintiff worked as an hourly, non-exempt employee for Defendant from approximately May 2021 to August 2021. Based on information from Defendant, there were approximately 783 hourly, non-exempt employees who worked for Defendant during the PAGA Period. (Howe Dec. ¶3.)

B. The Complaint and Allegations

On September 27, 2021, Plaintiff submitted a letter to the LWDA to notify the LWDA pursuant to PAGA of Plaintiff's intent to seek civil penalties under PAGA for violations of the Labor Code. (Howe Dec. ¶4.)

On October 21, 2022, Plaintiff filed his initial Complaint in this Action alleging a single cause of action for Civil Penalties Pursuant to PAGA for the following claims against Defendant: (1) failure to pay wages for all hours worked at the legal minimum wage; (2) failure to pay wages for overtime hours worked at the overtime rate of pay; (3) failure to pay wages to hourly non-exempt employees for workdays that Defendants failed to provide legally required and compliant meal periods; (4) failure to timely pay earned wages during employment; (5) failure to provide complete and accurate wage statements; and (6) failure to pay employees all wages due at the time of termination/resignation; (the "Action"). (Howe Dec. ¶5.)

At all times, Defendant denied the allegations and contended that: they properly paid minimum and overtime wages, they properly provided all necessary meal breaks and/or paid appropriate meal period premiums, employees were provided itemized statements in compliance with the Labor Code, and that they promptly paid all wages due and owing upon separation of employment. (Howe Dec. ¶6.)

C. Production Of Directly Relevant Informal Discovery and Legal Analysis By Parties' Counsel

After filing the lawsuit, the Parties engaged in significant informal written discovery. The Parties engaged in extensive discussions in an attempt to reach a global settlement of Plaintiff's PAGA

claims at issue in this Action. Following mediation with David Phillips, a well-respected mediator of wage and hour class actions, the Parties were able to reach a settlement on July 23, 2024. In preparation for these negotiations, the Parties exchanged various documents and information that allowed both sides to evaluate the potential exposure and potential risk, as well as information about the number of pay periods and the number of individuals in the PAGA group. (Howe Dec. ¶7.)

The Parties have undertaken reasonable investigation of the facts and law during the pendency of this action. Plaintiff's Counsel diligently conducted and pursued an investigation of the PAGA claims against Defendant, including research of the applicable law and the potential defenses and review of relevant documents. Plaintiff obtained directly relevant data including Defendant's written policies related to the claims at issue in Plaintiff's Complaint and Plaintiff's personnel file. (Howe Dec. ¶8.)

Plaintiff and Plaintiff's Counsel have concluded—after considering the sharply disputed factual and legal issues involved on the PAGA claims, the risks attending further prosecution, and the benefits to be received pursuant to the compromise and settlement of the action as set forth in the agreement—that settlement was in the best interest of the representative Plaintiff, the LWDA, and the aggrieved employees and is fair and reasonable and furthers the purpose of the PAGA to enforce the Labor Code. (Howe Dec. ¶9.)

III. SUMMARY OF SETTLEMENT

A. Terms Of Settlement

The Parties have agreed to settle the Lawsuit by agreement upon the terms and conditions and for the consideration set forth in the Settlement Agreement a copy of which is attached to the concurrently filed Declaration of Eve Howe as **Exhibit "1"**.

A summary of the key terms of the Settlement is as follows:

1. **Aggrieved Employee**: means a person employed by Defendant in California and classified as an hourly, non-exempt employee who worked for Defendant during the PAGA Period. The "PAGA Period" means the period from September 27, 2020, through September 13, 2023, unless otherwise modified per Paragraph 8 of the Settlement. (Howe Dec. Ex. 1, §§ 1.4 & 1.23.)
2. **Gross Settlement Amount**: means \$240,000.00, which is the total amount Defendant agrees to pay under the Settlement except as provided in Paragraph 8 of the Settlement. The Gross Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees, PAGA Counsel Expenses, PAGA Representative Service Payment, and the Administration Expenses Payment. (Howe

Dec. Ex. 1 §1.12.)

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3. Net Settlement Amount: means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: The PAGA Representative Service Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to the LDWA (75%) and Aggrieved Employees (25%) as Individual PAGA Payments. (Howe Dec. Ex. 1 §1.17.)

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The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees PAGA Penalties, representing 25% of the Net Settlement Amount, a share currently estimated to be \$32,250.00, by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. Defendant will not deduct any taxes or other withholdings from the Gross Settlement Amount described in Section 3.1 of the Settlement and Plaintiff and the Aggrieved Employees are fully responsible for all taxes, if any, to the Internal Revenue Service, California Franchise Tax Board, or other taxing authorities, pertaining to any payments received under this Agreement. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment. (Howe Dec. Ex. 1 §3.2.4.1.)

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4. PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment: Plaintiff's Counsel shall request and be paid a PAGA Counsel Fees Payment of not more than One-Third of the Gross Settlement Amount, which is currently estimated to be \$80,000.00, and a PAGA Counsel Litigation Expenses Payment of not more than \$20,000.00. In the event that the escalator clause described in Paragraph 8 of the Settlement is triggered and the Gross Settlement Amount is increased, PAGA Counsel may, at their discretion, increase the PAGA Counsel Fees Payment in order to remain One-Third of the Gross Settlement Amount. Defendant will not oppose requests for these payments provided that they do not exceed these amounts. Plaintiff will file a motion for PAGA Counsel Fees Payment and Plaintiff's Litigation Expenses Payment. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment. (Howe Dec. Ex. 1 §3.2.2.)

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5. PAGA Representative Service Payment: Plaintiff's Counsel shall request a PAGA Representative Service Payment to the PAGA Representative of not more than \$1,000.00 (in addition to any Individual PAGA Payment that the PAGA Representative is entitled to receive as an Aggrieved Employee). Defendant will not oppose Plaintiff's request for a PAGA Representative Service Payment that does not exceed this amount. If the Court approves a PAGA Representative Service Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the PAGA Representative Service Payment using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the PAGA Representative Service Payment. (Howe Dec. Ex. 1 §3.2.1.)

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6. Administration Expenses Payment and Settlement Administrator: The Parties have jointly selected Simpluris ("Simpluris") as the Settlement Administrator and have allocated Ten Thousand Dollars (\$10,000.00) for the Administration Expenses Payment, subject to Court Approval. To the extent the Administration Expenses are less or the Court approves payment less than \$10,000, the Administrator will retain the remainder in the Net Settlement Amount. (Howe Dec. Ex. 1 §§ 1.2 & 3.2.3.)

7. Release of Claims: Effective on the date when Defendant fully funds the entire Gross

Settlement Amount, Plaintiff and Aggrieved Employees will release claims against all Released Parties as follows:

All Aggrieved Employees, including Plaintiff as a representative of the LWDA and on behalf of himself as an Aggrieved Employee, are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint, and the PAGA Notice. The express purpose of this Agreement and the Judgment to be entered by the Court following approval of this Agreement is to forever bar Plaintiff, the LWDA, and any other individual or entity acting on behalf of or purporting to act on behalf of the LWDA (including all Aggrieved Employees) from asserting any of the Released Claims in a future litigation. It is the intent of the Parties that, to the greatest extent provided by law, including under the holding of *Arias v. Superior Court* (2009) 46 Cal. 4th 969, 986, the ability of Plaintiff, the State of California or any Aggrieved Employee to bring the Released Claims on behalf of the LWDA is completely and forever foreclosed. Any Party to this Agreement or any one of the Released Parties may use the Agreement to assert that this settlement and the judgment to be entered by the Court following approval by this settlement bars any later-filed action asserting any of the Released Claims against any of the Released Parties for any period falling within the PAGA Period.

(Howe Dec. Ex. 1 §5.1.)

B. Notice and Distribution of PAGA Funds

The Settlement defines the “Effective Date” as the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Approving the PAGA Settlement and (b) the Judgment is final. The Settlement further states that the Judgment is final as of the day that the Court enters Judgment. (Howe Dec. Ex. 1 §1.11.)

No later than 30 days of the Court’s order granting approval of the Settlement, Defendant will deliver the Aggrieved Employee Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employees’ privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify PAGA Counsel if it discovers that the Aggrieved Employee Data omitted Aggrieved Employee identifying information and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Aggrieved Employee Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to

1 reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employee Data.
2 (Howe Dec. Ex. 1 §4.2.)

3 Defendant shall fully fund the Gross Settlement Amount by transmitting the funds to the
4 Administrator no later than 30 days after the Effective Date. (Howe Dec. Ex. 1 §4.3.)

5 Within 14 days after Defendant funds the Gross Settlement Amount, the Administrator will
6 mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Administration
7 Expenses Payment, the PAGA Counsel Fees Payment, the PAGA Counsel Litigation Expenses
8 Payment, the PAGA Representative Service Payment. Disbursement of the PAGA Counsel Fees
9 Payment, the PAGA Counsel Litigation Expenses Payment, and the PAGA Representative Service
10 Payment shall not precede disbursement of Individual PAGA Payments. (Howe Dec. Ex. 1 §4.4.)

11 The Administrator will issue checks for the Individual PAGA Payments and send them to the
12 Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check shall
13 prominently state the date (not less than 180 days after the date of mailing) when the check will be
14 voided. The Administrator will cancel all checks not cashed by the void date. Before mailing any
15 checks, the Administrator must update the recipients' mailing addresses using the National Change
16 of Address Database. (Howe Dec. Ex. 1 §4.4.1.)

17 The Administrator must conduct an Aggrieved Employee Address Search for all other
18 Aggrieved Employee whose checks are returned undelivered without USPS forwarding address.
19 Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS
20 forwarding address provided or to an address ascertained through the Aggrieved Employee Address
21 Search. The Administrator need not take further steps to deliver checks to Aggrieved Employee whose
22 re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement
23 check to any Aggrieved Employee whose original check was lost or misplaced, requested by the
24 Aggrieved Employee prior to the void date. (Howe Dec. Ex. 1 §4.4.2.)

25 For any Aggrieved Employee whose Individual PAGA Payment check is uncashed and
26 cancelled after the void date, the Administrator shall transmit the funds represented by such checks
27 to the California Controller's Unclaimed Property Fund in the name of the Aggrieved Employee.
28 (Howe Dec. Ex. 1 §4.4.3.)

The payment of Individual PAGA Payments shall not obligate Defendant to confer any

1 additional benefits or make any additional payments to Aggrieved Employee (such as 401(k)
2 contributions or bonuses) beyond those specified in this Agreement. (Howe Dec. Ex. 1 §4.4.4.)

3 The mailing from the Administrator to the Aggrieved Employees with the checks for the
4 Individual PAGA Payments shall also include a statement from Defendant that the Individual PAGA
5 Payments are based on a compromise and settlement of highly disputed claims, that Defendant
6 contends that all of its employees were compensated in compliance with all Federal, State, and local
7 laws, and that the Individual PAGA Payments are not intended or should not be construed as an
8 admission by Defendant that any of the allegations in the Operative Complaint have merit or that
9 Defendant has any liability for any claims asserted. Defendant shall provide this statement to the
10 Administrator at the same time that it delivers the Aggrieved Employee Data. (Howe Dec. Ex. 1
11 §4.4.5.)

12 **IV. ARGUMENT IN FAVOR OF APPROVAL**

13 **A. The Proposed PAGA Settlement Should Be Approved**

14 It is well established that PAGA serves to augment the limited enforcement capability of the
15 LWDA by empowering employees to bring actions to enforce California's labor standards. (*Iskanian*
16 *v. CLS Transportation L.A., LLC* (2014) 59 Cal.4th 348, 383; accord *Arias v. Sup. Ct.* (2009) 46
17 Cal.4th 969, 986 ["The act's declared purpose is to supplement enforcement actions by public
18 agencies, which lack adequate resources to bring such actions themselves."].) In the similar context
19 of wage and hour class actions, the Courts review settlements to determine whether the proposed
20 settlement is within the range of reasonableness considering the strength of the claims against the
21 proposed settlement, the risk, expense, complexity and likely duration of further litigation, the extent
22 of discovery completed and the stage of the proceedings, and the experience and views of counsel.
23 (*Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1801.) Furthermore, courts must give "proper
24 deference to the private consensual decision of the parties" because "the court's intrusion upon what
25 is otherwise a private consensual agreement negotiated between the parties to a lawsuit must be
26 limited to the extent necessary to reach a reasoned judgment that the agreement is not the product of
27 fraud or overreaching by, or collusion between, the negotiating parties, and that the settlement, taken
28 as a whole, is fair, reasonable and adequate to all concerned." (*Hanlon v. Chrysler Corp.* (9th Cir.
1998) 150 F.3d 1011, 1027.)

In this case, the settlement was reached through arms' length bargaining, and sufficient

1 investigation was performed to allow counsel to act intelligently. (Howe Dec. ¶¶7-9.) As described
2 above, the parties thoroughly investigated and evaluated the factual strengths and weaknesses of this case
3 before reaching the proposed settlement and engaged in sufficient investigation and discovery, to support
4 the settlement. Accordingly, the settlement came only after the case was fully investigated by counsel.
5 This litigation, therefore, had reached the stage where "the Parties certainly have a clear view of the
6 strengths and weaknesses of their cases" sufficient to support the settlement. (*Boyd v. Bechtel Corp.*
7 (N.D. Cal. 1979) 485 F. Supp. 610, 617.)

8 The settlement negotiations have been at all times adversarial and non-collusive in nature.
9 Indeed, continued good faith but occasionally contentious negotiations were required over several
10 months to ultimately reach an agreement. (Howe Dec. ¶7.) While Plaintiff believes in the merits of the
11 case, he also recognizes the inherent risks of litigation and understands the benefit of settlement and
12 providing funds immediately as opposed to delaying payment or risking an unfavorable decision on
13 summary adjudication/judgment, at trial and/or the damages awarded, and/or appeal all of which have
14 potential to eliminate any relief. *Id.*

15 Further, experienced counsel, operating at arms-length, have weighed the strengths of the case
16 and examined all of the issues and risks of litigation and endorse the proposed settlement. The view
17 of the attorneys actively conducting the litigation "is entitled to significant weight" in deciding
18 whether to approve the settlement. (*Fisher Bros. v. Cambridge Lee Industries, Inc.* (E.D. Pa. 1985)
19 630 F.Supp. 482, 488; *Ellis v. Naval Air Rework Facility* (N.D. Cal. 1980) 87 F.R.D. 15, 18, *affd.* 661
20 F.2d 939 (9th Cir. 1981); *Boyd*, 485 F.Supp. at 617.) Counsel is experienced in similar litigation and
21 approves the settlement. (Howe Dec. ¶¶21-26.)

22 There are significant legal uncertainties associated with cases such as this as they can be
23 factually complex and require protracted litigation to resolve. A settlement is not judged solely against
24 what might have been recovered had plaintiff prevailed at trial, nor does the settlement have to provide
25 100% of the damages sought to be fair and reasonable. (*Linney v. Cellular Alaska Partnership* (9th
26 Cir. 1998) 151 F. 3d 1234, 1242; *Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 246
27 & 250; *Rebney v. Wells Fargo Bank* (1990) 220 Cal.App. 3d 1117, 1139.) Instead, "[c]ompromise is
28 inherent and necessary in the settlement process ... even if the relief afforded by the proposed
settlement is substantially narrower than it would be if the suits were to be successfully litigated, this

1 is no bar to a class settlement because the public interest may indeed be served by a voluntary
2 settlement in which each side gives ground in the interest of avoiding litigation" (*Wershba*, 91
3 Cal.App.4th at 250.)

4 **B. The Proposed Settlement Is a Reasonable Compromise of Claims**

5 To evaluate a settlement, the trial court must receive "basic information about the nature
6 and magnitude of the claims in question and the basis for concluding that the consideration being
7 paid for the release of those claims represents a reasonable compromise." (See *Kullar v. Foot Locker
Retail, Inc.* (2008) 168 Cal.App.4th 116, 133.) To assist the Court with determining if the proposed
8 settlement is within a range that is fair, reasonable, and adequate, Plaintiff's counsel analyzed the
9 value of pleaded class allegations. As stated above, the settlement was reached only after
10 exchanging discovery prior and conducting legal analyses of both Plaintiff's and Defendant's
11 theories.

12 Based on the informal discovery produced by Defendant, during the period from September
13 27, 2020, through September 13, 2023, Defendant employed approximately 783 Aggrieved
14 Employees over the course of approximately 19,100 PAGA Pay Periods. Based on the data, the
15 realistic exposure for the PAGA claims amounted to approximately **\$955,000.00**, assuming that the
16 Court assessed a maximum penalty of \$50 per pay period with a proven violation as in *Amaral*
17 (19,100 pay periods X \$50 per pay period = \$955,000.00). (Howe Dec. ¶10.)

18 **Defendant's Defenses to Plaintiff's Claims:**

19 With regard to Plaintiff's wage claims, Defendant contended that they properly paid minimum
20 and overtime wages and properly paid Aggrieved Employees for all hours which they worked.
21 Defendant would likely contend that Plaintiff or Aggrieved Employees were compensated in
22 compliance with all Federal, State, and local laws. Regarding Plaintiff's meal break claims, Defendant
23 contended that they had proper meal period policies in place, that Plaintiff and Aggrieved Employees
24 were informed of these policies, that Defendant provided Plaintiff and Aggrieved Employees with
25 uninterrupted and duty-free 30 minute meal breaks when required by statute, and that any failure to
26 take required meal periods was a result of the voluntary, individual actions of Plaintiff and Aggrieved
27 Employees. Defendant would likely further contend that they properly paid all required meal break
28 premiums due to Plaintiff and Aggrieved Employees. Regarding Plaintiff's timely payment, wage
statement, and waiting time claims, because they were wholly derivative of the Plaintiff's primary

1 claims, as explained above, they would fail for the same reasons. (Howe Dec. ¶11.)

2 Importantly however, a number of courts have found that the “subsequent” penalty under
3 PAGA applies only after a court or the Labor Commissioner determines that the employer has violated
4 the Labor Code. *See Amaral v. Cintas Corp. No. 2* (2008) 163 Cal.App.4th 1157, 1209; *accord*
5 *Amalgamated Transit Union Local 1309 v. Laidlaw Transit Service, Inc.* (S.D. Cal. Aug. 10, 2009)
6 2009 WL 2448430, at *9 (“[u]nder California law, courts have held that employers are not subject
7 to heightened penalties for subsequent violations unless and until a court or commissioner notifies
8 the employer that it is in violation of the Labor Code”); *Bernstein v. Virgin Am., Inc.*, 990 F.3d 1157,
9 1173 (9th Cir. 2021) (reversing judgment as to “heightened civil penalties” because the defendant
10 was not given notice by the Labor Commissioner when the “subsequent” violations occurred); *Chen*
11 *v. Morgan Stanley Smith Barney, LLC*, No. 8:14-CV-01077 ODW (FFMx), 2014 WL 4961182 (C.D.
12 Cal., October 2, 2014) (“Under the Labor Code, if an employer does not have notice that they are
13 committing a violation, they are not subject to the heightened penalties.”); *Trang v. Turbine Engine*
14 *Components Technologies Corp.*, No. CV 12–07658 DDP (RZx), 2012 WL 6618854 (C.D. Cal. Dec.
15 19, 2012) (“courts have held that employers are not subject to heightened penalties for subsequent
16 violations unless and until a court or commissioner notifies the employer that it is in violation of the
17 Labor Code”), citing *Amaral v. Cintas Corp. No. 2*, 163 Cal. App. 4th 1157 (2008). When evaluating
18 Defendant’s exposure here, Plaintiff’s counsel was forced to consider this line of cases. Additionally,
19 Defendant asserted that Plaintiff’s claims were not subject to common proof, but instead required
20 individualized inquiries into what each employee was doing during each pay period at issue in the
21 PAGA period. Defendant asserted that Plaintiff is still required, however, to prove each and every
22 instance of a PAGA violation. Defendant contended that this lack of common proof would
23 significantly limit the number of PAGA violations that Plaintiff could prove at trial, and as such
24 significantly reduces the valuation of these claims. *See, e.g., Estrada v. Royalty Carpet Mills, Inc.*, 76
25 Cal. App. 5th 685, 713 (2022) (“in cases with individualized circumstances and vast numbers of
26 alleged aggrieved employees, PAGA plaintiffs may have difficulty proving purported violations
27 suffered by other employees,” and therefore run the “risk being awarded a paltry sum of penalties.”)
28 (Howe Dec. ¶12.)

Applying further significant discounts for the risks associated with the action (including but

1 not limited to, the risk that the Court exercises its discretion to lower the penalties awarded and the
2 risk of losing at trial), this settlement for \$240,000.00 is well within a reasonable range, especially
3 considering the defenses Defendant raised regarding properly paying wages for all time worked,
4 issuing legally compliant policies during the PAGA period and that certain types of violations
5 potentially do not give rise to penalties pursuant to Labor Code sections 226 or 203. (Howe Dec. ¶13.)

6 Moreover, the proposed Settlement, even with deductions, provides a substantial sum to the
7 Aggrieved Employees. The Settlement secured by Plaintiff here is greater than other PAGA penalty
8 awards approved by California state courts, which often range between \$7,500.00 and \$15,000.00 for
9 PAGA claims impacting hundreds or thousands of individuals, resulting in much lower PAGA
10 penalty payments on a per capita basis. *See, e.g., Penaloza v. PPG Industries Inc.*, Case No.
11 BC471369, 2013 WL 2917624 at *2 (Super. Ct. L.A. County, May 20, 2013) (approving PAGA
12 penalties of \$5,000.00 to class of 667 members); *Cabrera v. Advantage Sale & Marketing, LLC*, Case
13 No. BC485259, 2013 WL 1182822 (Super. Ct. L.A. County, March 12, 2013) (approving PAGA
14 penalties of \$10,000.00 for class of approximately 3,000 members). (Howe Dec. ¶14.)

15 Defendant would likely argue that PAGA penalties would be limited. Defendant could argue
16 that even if Plaintiff prevailed, the recoverable penalties under PAGA are minimal. Indeed, as
17 assumed above, courts considering the issue have refused to “stack” PAGA penalties. *See*
18 *Carrington v. Starbucks Corporation* (Cal. Ct. App. Nov. 27, 2018) No. D072392 (published Dec.
19 19, 2018) (approving PAGA penalty reduction to \$5 per pay period); *accord Atempa v. Pedrazzani*
20 (2018) 27 Cal.App.5th 809. Moreover, Defendant would likely argue that Plaintiff is not entitled to
21 recover PAGA penalties at the subsequent violation rate of \$100 per pay period. California’s
22 appellate courts have held that “[u]ntil the employer has been notified that it is violating a Labor
23 Code provision (whether or not the commissioner or court chooses to impose penalties), the
24 employer cannot be presumed to be aware [of the violation]” and therefore, until a Court or the
25 Commissioner issues a finding of a violation, the initial \$50 violation rate applies for each pay
26 period in which the alleged violation occurred. *Amaral v. Cintas Corp. No. 2* (2008) 163
27 Cal.App.4th 1157, 1209; *accord Amalgamated Transit Union Local 1309 v. Laidlaw Transit*
28 *Service, Inc.* (S.D. Cal. Aug. 10, 2009) 2009 WL 2448430, at *9 (“[u]nder California law, courts
have held that employers are not subject to heightened penalties for subsequent violations unless

1 and until a court or commissioner notifies the employer that it is in violation of the Labor Code”).
2 Thus, Defendant could argue that even if Plaintiff was able to establish any violation of the Labor
3 Code, the PAGA penalties assessed for these violations will be computed at the \$50 per pay period
4 rate, as opposed to the \$100 per pay period rate at maximum, and there is a possibility that a further
5 reduction of the penalty to \$5 per pay period as approved in *Carrington* could apply given
6 Defendant’s alleged compliance with the Labor Code as discussed above. (Howe Dec. ¶15)

7 Plaintiff understood Defendant’s position to be, using the most recent court of appeal
8 decision on the topic of evaluating the value of a PAGA claim (*Carrington v. Starbucks, supra*)
9 (i.e. at \$5.00 per pay period X 19,100 pay periods at issue), that it is likely Defendant’s maximum
10 exposure on the minimum and overtime wage claims could not exceed **\$95,500**. Defendant could
11 argue that this Court would use the *Carrington* valuation as a ceiling for assessing PAGA penalties
12 on the remaining primary and derivative claims as well and that this amount (i.e., \$95,500) was its
13 true “worst case scenario” exposure for **all** claims. As such, the settlement amount of \$240,000 is
14 approximately 25.1% of the realistic exposure scenario of \$955,000 (assuming \$50 per pay period)
15 and exceeds the “worst case scenario” exposure by over a factor of 2.5. (Howe Dec. ¶16.)

16 Finally, public policy strongly favors the settlement of litigation. *Consumer Advocacy Group*
17 *v. Kintetsu Enterprises of America* (2006) 141 Cal.App.4th 46, 63. Because the proposed Settlement
18 is neither unjust nor ignores the public interest, it should be approved. (Howe Dec. ¶17.)

19 Practically speaking, if Plaintiff continued litigating this matter, the Plaintiff, LWDA, and
20 employees potentially could have received nothing if the Court had agreed with Defendant’s position
21 especially in light of the volatility of this area of law and the aforementioned defenses. The settlement
22 is reasonable in light of the risks involved in this case—including the prospect of a potential adverse
23 summary adjudication ruling, defenses to the case, potential appeal, and potential costs which could
24 be forced on our client if Plaintiff was not successful. (Howe Dec. ¶18.)

25 Plaintiff’s Counsel is convinced that the proposed settlement is fair based on the negotiations
26 and a detailed knowledge of the issues present in this action. The length and risks associated with a
27 motion for summary adjudication, trial, and other normal perils of litigation have impacted the value
28 of the claims and were all weighed in reaching the proposed settlement. In light of the above, the
proposed Settlement is well within the range of reasonableness and should be granted approval.

1 Plaintiff believes that in providing employees with relief and obtaining penalties for the LWDA, this
2 settlement furthers the purpose of PAGA to enforce compliance with the Labor Code and should be
3 approved. (Howe Dec. ¶19.)

4 Accordingly, the gross PAGA penalty payment is highly reasonable in light of the risks and
5 uncertainties associated with the PAGA claims in this case. Additionally, the length and risks
6 associated with a motion for summary adjudication, trial, and other normal perils of litigation have
7 impacted the value of the claims and were all weighed in reaching the proposed settlement. The
8 Settlement commits Defendant to pay a sum large enough to punish Defendant for alleged violations
9 and to deter such alleged conduct in the future. At the same time, in light of the alleged violations and
10 defenses thereto, it is not so large as to be unjust, oppressive or confiscatory. Based upon the
11 foregoing, the proposed settlement is fair, reasonable, and in the best interest of the state of California
12 and the Aggrieved Employees and should be granted approval. (Howe Dec. ¶20.)

13 **V. THE REQUESTED ATTORNEYS' FEES AND COSTS SHOULD BE APPROVED**

14 Counsel seeks \$80,000.00, one-third of the Gross Settlement Amount, in fees for the time spent
15 litigating this matter and reimbursement of expenses of \$13,532.73 incurred in the prosecution of
16 this action. The request is for fair compensation for undertaking complex, risky, expensive, and time-
17 consuming litigation on a contingent fee basis. (Howe Dec. Ex 2).

18 **A. Plaintiff's Attorneys' Fee Request of One-Third of the Gross Settlement Is 19 Proper Under the Common Fund Doctrine**

20 California state and federal courts have recognized that in actions creating a common fund
21 benefiting others as well as a plaintiff, an appropriate method for determining an award of attorneys' fees
22 is based on a percentage of the total value of benefits provided by the litigation. (*Laffitte v. Robert Half*
23 *Int'l Inc.* (2016) 1 Cal.5th 480, 497-499, 503-506; *Serrano v. Priest* (1977) 20 Cal.3d 25, 34; *Boeing Co.*
24 *v. Van Gemert* (1980) 444 U.S. 472, 478; *Vincent v. Hughes Air West, Inc.* (9th Cir. 1977) 577 F.2d 759,
25 769.) Such "fee spreading" assures that all those benefited by the litigation pay their fair share of
26 obtaining the recovery. (*Lealao v. Beneficial Calif., Inc.* (2000) 82 Cal.App.4th 19, 26.)

27 In *Laffitte v. Robert Half Int'l Inc.* (2016) 1 Cal.5th 480, a wage and hour class action wherein
28 Counsel obtained a \$19 million non-reversionary settlement on behalf of the class, the California
Supreme Court approved the use of the percentage of fund or common fund method to award one-third

1 of the settlement amount or \$6,333,333.33 to Counsel for attorneys' fees. The Court stated:

2 Whatever doubts may have been created by *Serrano III*, *supra*, 20 Cal.3d 25,
3 [], or the Court of Appeal cases that followed, we clarify today that use of the
4 percentage method to calculate a fee in a common fund case, where the award
5 serves to spread the attorney fee among all the beneficiaries of the fund, does
6 not in itself constitute an abuse of discretion. We join the overwhelming
7 majority of federal and state courts in holding that when class action litigation
8 established a monetary fund for the benefit of the class members, and the trial
9 court in its equitable powers awards Counsel a fee out of that fund, the court
10 may determine the amount of a reasonable fee by choosing an appropriate
11 percentage of the fund created. The recognized advantages of the percentage
12 method - including relative ease of calculation, alignment of incentives
13 between counsel and the class, a better approximation of market conditions in
14 a contingency case, and the encouragement it provides counsel to seek an early
15 settlement and avoid unnecessarily prolonging the litigation [] convince us the
16 percentage method is a valuable tool that should not be denied our trial courts.

17 (*Laffitte*, 1 Cal.5th at 503.) Under the "common fund" doctrine, "a litigant or a lawyer who recovers
18 a common fund for the benefit of persons other than himself or his client is entitled to a reasonable
19 attorney's fee from the fund as a whole." (*Boeing*, 444 U.S. at 478.) The Supreme Court explained:
20 "The doctrine rests on the perception that persons who obtain the benefit of a lawsuit without
21 contributing to its costs are unjustly enriched at the successful litigants' expense. Jurisdiction over
22 the fund involved in the litigation allows a court to prevent this inequity by assessing attorney's fees
23 against the entire fund, thus spreading fees proportionately among those benefitted by the suit." (*Id.*)
24 Thus, the common fund doctrine ensures that each beneficiary of the settlement contributes
25 proportionately to the payment of the attorneys' fees recovered from monetary payments that the
26 prevailing party recovered in the lawsuit. (*Stanton v. Boeing* (9th Cir. 2003) 327 F.3d 938, 967, citing
27 *Wininger v. SI Mgmt. L.P.* (9th Cir. 2002) 301 F.3d 1115.)

28 In common fund cases, the percentage approach is preferable to the lodestar because: (1) it
aligns the interests of Counsel and absent class members; (2) it encourages efficient resolution of the
litigation by providing an incentive for early, yet reasonable, settlement; and (3) it reduces the
demands on judicial resources. (*Laffitte*, 1 Cal.5th at 486-487; see *Lealao*, 82 Cal.App.4th at 31 n.5
citing *In re Activision Sec. Litig.* (N.D. Cal 1989) 723 F. Supp. 1373, 1375, 1378-79.)

 A fee of \$80,000.00, which constitutes one-third of the gross settlement, is within the range
of reasonableness. (See *Laffitte*, 1 Cal.5th at 503-504 [approving common fund method used for
attorneys' request of one-third of settlement].) Historically, courts have awarded percentage fees in

the range of 20% to 50%, depending on the circumstances of the case. (*See In re Activision Sec. Litig.*, 723 F. Supp. at 1378.) Because Counsel's requested fee is reasonable and falls well within the historical range of attorney's fee awards under the common fund theory, the Court should approve the requested fees as reasonable pursuant to the common fund approach.

B. Plaintiff's Fee Request Is Reasonable Under the Lodestar Method

In a common fund settlement "[t]he lodestar method is merely a cross-check on the reasonableness of a percentage figure." (*Vizcaino v. Microsoft Corp.* (9th Cir. 2002) 290 F.3d 1043, 1050, n.5.) In this case, consideration of Counsel's lodestar as a cross-check to the percentage figure also strongly supports the reasonableness of the requested fee award. The base amount is then adjusted in light of various factors. (*Serrano v. Priest*, 20 Cal.3d at 48.)

Counsel's total lodestar in this case as of the date of this motion is approximately **\$49,250**. (Howe Dec. ¶35.) Counsel's hourly rates are reasonable, Counsel's hours spent are reasonable, and Plaintiff would even be entitled to a multiplier to account for the successful result in this action and to compensate Plaintiff and their counsel for the contingent risk inherent in the litigation and for the delay in receiving fees. The breakdown of the hours worked by counsel in this matter is set forth as follows:

Attorney	Hours	Hourly Rate	Total
Joseph Lavi	14	\$1,000	\$14,000
Vincent Granberry	20	\$750	\$15,000
Danielle Montero	15	\$675	\$10,125
Eve Howe	15	\$675	\$10,125
Total	64	N/A	\$49,250

(Howe Dec. ¶¶31-34.)

1. Counsel's Hourly Rates Are Reasonable

The hourly rates of the attorneys stated above are in line with rates approved for attorneys in this region with similar experience. (Howe Dec. **Exhibits 4-6** [printouts of California firms from 2014 NLJ Survey of Attorney Fees, 2008 NLJ Survey of Attorney Fees, and Laffey Matrix].) A reasonable hourly rate is the prevailing rate charged by attorneys of similar skill and experience in the relevant community. (*PLCM Group, Inc. v. Drexler* (2000) 22 Cal. 4th 1084, 1095.) When determining a reasonable hourly rate, courts may consider factors such as the attorney's skill and experience, the

1 nature of the work performed, the relevant area of expertise and the attorney's customary billing rates.
2 (*Flannery v. California Highway Patrol* (1998) 61 Cal. App. 4th 629, 632.) Class Counsel's skill and
3 experience support their hourly rates. (Howe Dec. ¶¶21-26 [describing experience in employment law
4 and class actions with Mr. Granberry an attorney out of law school in 2010 and in practice with Lavi
5 & Ebrahimian, LLP since April 2014, and Mr. Lavi a founding partner and out of law school and
6 practicing since 2000].) Other attorneys working in California courts charge comparable if not higher
7 rates as indicated in the printouts of California firms' billing rates from the 2014 National Law Journal
8 Survey showing partner rates up to \$1,195 and associate rates up to \$750. (Howe Dec. **Exhibit 4**
9 [printouts from 2014 National Law Journal Survey for California firms showing a high rate for
10 partners of \$1,195 and high for associates of \$725]; Howe Dec. **Exhibit 5** [2008 National Law Journal
11 Survey showing 2008 fees of California partners with high of \$980 and associate high of \$570]; see,
12 e.g., *Richard v. Ameri-Force Mgmt. Servs., Inc.*, Case No. 37-2008-00096019 (San Diego Super. Ct.,
13 August 27, 2010) [\$695 to \$750 an hour for partners]; *Barrera v. Gamestop Corp.*, Case No. CV 09-
14 1399 (C.D. Cal. Nov. 29, 2010) [\$700 an hour for partners]; and *Anderson v. Nextel Retail Stores,*
15 *LLC*, Case No. CV 07-4480 (C.D. Cal. June 20, 2010) [\$655 to \$750 an hour for partners].)

16 Plaintiff's Counsel's rates are also in line with the respective Laffey Matrix rates. (Howe Dec.
17 **Exhibit 6** available at <http://www.laffeymatrix.com/see.html>.) California Courts have applied the
18 Laffey Matrix with adjustments to the specific California locality where the Counsel's office is
19 located based on "Locality Pay Tables." (*Syers Properties III, Inc. v. Rankin* (2014) 226 Cal.App.4th
20 691, 695-696 [affirming fee award based on Laffey Matrix with upward 9 percent rate adjustment
21 from D.C. area compared to San Francisco Bay Area based on Locality Pay Tables]; *In re HPL Techs.,*
22 *Inc., Secs. Litig.* (N.D. Cal. April 22, 2005, No. C-02-3510 VRW) 365 F.Supp.2d 912, 921-922 [using
23 Laffey Matrix with upward adjustment of 9 percent for San Francisco based on difference between
24 D.C. Area 's +15.98 locality pay compared to San Francisco's +26.39 percent locality pay differential
25 from the federal courts' "Judiciary Salary Plan Pay Tables."].) Here, Plaintiff's Counsel's offices are
26 located in Los Angeles County. For 2025, the Locality Pay Tables (and Judiciary Salary Plan Pay
27 Tables referred to in *In re HPL Techs., Inc.*), state a 36.47% locality payment for the Los Angeles-
28 Long Beach, CA area, and a 33.95% locality payment for the Washington-Baltimore-Arlington area,

1 resulting in an increase of 2.52% for Los Angeles County. (Howe Dec. **Exhibits 7-8** [2025 Locality
2 Pay Tables for Washington-Baltimore-Arlington and Los Angeles-Long Beach, CA available at
3 <https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/2025/general-schedule/>];
4 (Howe Dec. **Exhibits 9-10**) [Judiciary Salary Plan Pay Tables available at
5 <http://www.uscourts.gov/careers/compensation/judiciary-salary-plan-pay-rates>]; (Howe Dec.
6 **Exhibit 11**) [2025 Locality Pay Area Definitions defining counties within Los Angeles-Long Beach,
7 CA area available at [https://www.opm.gov/policy-data-oversight/pay-leave/salaries-](https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/2025/locality-pay-area-definitions/)
8 [wages/2025/locality-pay-area-definitions/](https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/2025/locality-pay-area-definitions/)].) In applying the 2.52% locality increase for attorneys
9 working in Los Angeles County over the Washington-Baltimore area stated in the Laffey Matrix, the
10 2024/2025 Laffey Matrix states the following relevant rates: \$485 for attorneys 1 to 3 years out of
11 law school, \$595 for attorneys 4 to 7 years out of school, \$860 for attorneys 8 to 10 years out of
12 school, \$972 for attorneys 11 to 19 years out of law school and \$1,170 for attorneys 20 plus years out
13 of law school.

14 **2. Counsel's Total Hours Are Reasonable**

15 In determining a lodestar, reasonable hours include, in addition to time spent during litigation,
16 the time spent before the action is filed, including time spent interviewing the clients, investigating
17 the facts and the law, and preparing the initial pleadings. (See *New York Gaslight Club, Inc. v. Carey*
18 (1980) 447 U.S. 54, 62.) Further, the fee award should include fees incurred to establish and defend
19 the attorneys' fee claim. (*Serrano v. Unruh* (1982) 32 Cal.3d 621, 639.)

20 Counsel has spent approximately a combined 64 hours on this case. (Howe Dec. ¶¶31-34.) In
21 summary form, counsel's many tasks included the following: pre-filing investigation, legal research,
22 and research of Defendant and its operations; communicating with client regarding his responsibility
23 in bringing the action, the facts of his case, his employment, his work environment, his documents
24 and Defendant's policies and procedures; drafting pleadings and notices; drafting communications
25 with the LWDA; reviewing Plaintiff's files and determining liability and evaluating claim and defense
26 strengths and weaknesses; legal research of case law and wage orders regarding applicable claims
27 and defenses; propounding and responding to informal discovery; meeting and conferring over
28 directly relevant informal discovery; evaluating Defendant's policies; determining case strategy;

1 communicating with Defendant's Counsel; evaluating data provided in informal discovery;
2 calculating PAGA damages; negotiating settlement and settlement documents; communicating with
3 the administrator and responding to administrator's inquiries; preparing the motion for approval of
4 PAGA and supporting documents. Combining Plaintiff's counsels' hours and their hourly rates in
5 this case amounts to a total of 64 hours, and calculating individual hourly contributions amounts to a
6 total lodestar of \$49,250.00. Counsel is seeking an \$80,000.00 award of attorneys' fees in connection
7 with this matter, which is in line with the calculated lodestar value, assuming a reasonable multiplier
8 of 1.63. (Howe Dec. ¶35.)

9 **C. Counsel's Costs Request Is Reasonable**

10 Plaintiff's Counsel requests \$13,532.73 in total costs in this matter. This amount is reasonable
11 and was incurred in the litigation of this matter. (Howe Dec. ¶38, **Exhibit 2**.) All costs were
12 reasonably incurred in prosecution of the lawsuit and paid on a contingency basis. The majority of
13 the costs were associated with the initial filing fees, and the remainder was reasonably incurred in
14 prosecution of the lawsuit. (*Id.*)

15 **VI. CONCLUSION**

16 The PAGA settlement is fair, adequate, and reasonable. It will result in fair payment
17 considering the risks and defenses; it is non-collusive; and it was achieved as the result of informed,
18 extensive, and arms' length negotiations conducted by counsel for respective parties who are
19 experienced in wage and hour representative litigation. For the foregoing reasons, the parties
20 respectfully request that the Court grant approval of the proposed PAGA Settlement.

21 Date: May 1, 2025

Respectfully submitted,
LAVI & EBRAHIMIAN, LLP

23 By: /s/ Eve Howe
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27 Attorneys for KEVEN REYES, on behalf of
28 himself and other current and former aggrieved
employees