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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

EUGENIA CALVA DE GARCIA, on
behalf of herself, the State of California,
and others similarly situated and aggrieved
and MILIPZA ANDRADE
HERNANDEZ, in a Representative
capacity only and on behalf of other
members of the general public similarly
situated,

Plaintiffs,

v.

GNIMGT, INC., a California corporation;
GOOD NITE INN SYLMAR, INC., a
California corporation; PHILLIP HO, an
individual, and NICHOLAS HO, an
individual, and DOES 1-100, inclusive,

Defendants.

Case No. 22STCV03262

Assigned to the Hon. Bradley S. Phillips

**NOTICE OF MOTION AND MOTION FOR
COURT APPROVAL OF THE PARTIES'
PAGA SETTLEMENT; MEMORANDUM OF
POINTS AND AUTHORITIES IN SUPPORT**

Date: August 7, 2025
Time: 8:30 a.m.
Place: Department 26

Reservation ID: 354648085421*** Please see final
page of motion for confirmation.

Complaint Filed: January 27, 2022
Trial Date: None Set

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

2 **PLEASE TAKE NOTICE** that on August 7, 2025 at 8:30 a.m., or as soon thereafter as counsel
3 may be heard, in Department 26 of the above-captioned court, located at 111 North Hill Street, Los
4 Angeles, California 90012, the Honorable Bradley S. Phillips presiding, Plaintiffs Eugenia Calva De
5 Garcia and Milipza Andrade Hernandez will, and hereby do, move this Court for entry of an order and
6 judgment approving the Parties' PAGA settlement pursuant to Labor Code section 2699(s)(2)

7 This Motion is based upon: (1) this Notice of Motion and Motion; (2) the Memorandum of Points
8 and Authorities in Support of Motion for Court Approval of the PAGA Settlement; (3) the Declaration of
9 Zachary M. Crosner, which attaches the PAGA Settlement Agreement; (4) the Declaration of Eric K.
10 Yaeckel; (5) the Declaration of Raul Perez; (6) the Declaration of Eugenia Calva De Garcia; (7) the
11 declaration of Milipza Andrade Hernandez; (8) the [Proposed] Order and Judgment Approving the PAGA
12 Settlement Agreement; (9) the records, pleadings, and papers filed in this action; and (10) upon such other
13 documentary and oral evidence or argument as may be presented to the Court at or prior to the hearing of
14 this Motion.

15 Dated: May 12, 2025

Respectfully submitted,

16 By: 

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28 Milipza Andrade Hernandez

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MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

Pursuant to the Labor Code Private Attorneys General Act of 2004 (Lab. Code. §§ 2698, *et seq.*, “PAGA”), Plaintiffs Eugenia Calva de Garcia (“Plaintiff Calva de Garcia”) and Milipza Andrade Hernandez (“Plaintiff Hernandez”) (collectively the “Plaintiffs”) seek Court approval of the settlement of their claim for PAGA civil penalties with Defendant GNIMGT, Inc., (“Defendant”) (collectively with Plaintiffs, the “Parties”).

The PAGA provides that “[t]he superior court shall review and approve any settlement of any civil action filed pursuant to this part.” Lab. Code § 2699(s)(2). In *Moniz v. Adecco USA, Inc.*, 72 Cal. App. 5th 56 (2021), the Court of Appeal explained that similar to class action settlements, the trial court should satisfy itself that the settlement is “fair, adequate, and reasonable” in view of PAGA’s “purposes and policies.” The statute does not, however, require the two-step process utilized in class actions. *See Salazar v. Sysco Central Cal.*, No. 15-01758-DAD, 2017 WL 1135801, *2 (E.D. Cal. Feb. 2, 2017) (rejecting the application of class action settlement rules and procedures for PAGA settlement approval). Nothing in the PAGA changes the strong judicial preference in support of approving settlements.

The principal terms of the PAGA Settlement Agreement¹ are as follows:

- (1) A non-reversionary Gross Settlement Amount of \$300,000, which includes payments to the LWDA and Aggrieved Employees for their respective shares of the PAGA Penalties, Plaintiffs’ attorneys’ fees and litigation costs, Plaintiffs’ Service Awards, and settlement administration costs.
- (2) PAGA Penalties of approximately \$145,498.03, which will be paid to aggrieved employees and the LWDA in full satisfaction of all Settled Claims (“PAGA Penalties”).
 - (a) Seventy-five percent of the PAGA Penalties, or approximately \$109,123.52, will be paid to the LWDA pursuant to Labor Code section 2699(i).²

¹ Unless indicated otherwise, all capitalized terms used herein have the same meaning as those defined by the PAGA Settlement Agreement, which is attached as Exhibit 1 to the Declaration of Zachary M. Crosner filed in conjunction with this motion.

² The PAGA statute was recently amended on July 1, 2024. Certain citations to the PAGA’s provisions in this Motion relate to the pre-amendment version of the statute, which applies to this action based on the pre-amendment filing date of the initial complaint and related administrative exhaustion letter.

(b) Twenty-five percent of the PAGA Penalties, or approximately \$36,374.51, will be paid to Aggrieved Employees.

(c) Aggrieved Employees are all current and former non-exempt employees of Defendant who worked in California during the PAGA Period, including Plaintiffs (“Aggrieved Employees”). There are approximately 625 Aggrieved Employees.

(3) Service Awards of \$10,000, each, to Plaintiffs as consideration for their service on behalf of the State of California and Aggrieved Employees.

(4) Reasonable attorneys’ fees and costs under Labor Code section 2699(k)(1) for Plaintiffs’ Counsel’s successful prosecution and resolution of this action. Plaintiffs request \$100,000.00 in attorneys’ fees and \$28,151.97 in costs for their counsel, Crosner Legal P.C., Sullivan & Yaeckel Law Group, and Capstone Law APC (“Plaintiffs’ Counsel”).

(5) Settlement Administration Costs of approximately \$6,350 to ILYM Group, Inc. (“ILYM”).

The civil penalties secured by the settlement represent a fair compromise of Plaintiffs’ PAGA claim in view of the risks of continued litigation and the hotly contested issues of law and fact relating to PAGA claims. The Settlement accomplishes PAGA’s objectives by imposing sufficient civil penalties “to punish and deter” Defendant from committing any of the Labor Code violations alleged, while also ensuring that the penalties are not “unjust, arbitrary and oppressive, or confiscatory.” Cal. Lab. Code § 2699(e)(2); *Iskanian v. CLS Transp. Los Angeles, LLC*, 59 Cal. 4th 348, 384 (2014).

For these reasons, Plaintiffs respectfully request that the Court approve the Settlement and enter the proposed Order Approving the PAGA Settlement Agreement and the proposed Judgment.

II. FACTS AND PROCEDURE

A. Brief Overview of the Litigation

Defendant is a limited-service hotel chain located in California. Defendant employed Plaintiff Calva de Garcia as a non-exempt, hourly-paid housekeeper at Defendant’s Sylmar, California location from about June 2010 until December 2020. (*See* First Amended Complaint [“FAC”] ¶ 22.) Defendant employed Plaintiff Hernandez as a non-exempt, hourly-paid worker from around October 8, 2019 to

1 around February 2021. (*Id.* at ¶ 21.)

2 Plaintiff Calva de Garcia filed this PAGA action against Defendant on January 27, 2022.
3 (Declaration of Zachary M. Crosner [“Crosner Decl.”] ¶ 7.) Prior to that, Plaintiff Calva de Garcia initially
4 filed a class action against Defendant on November 24, 2021, in which the Court dismissed her putative
5 class claims and ordered her to arbitrate her individual Labor Code claims and staying her representative
6 PAGA claims. (*Id.* at ¶ 6) Plaintiff Hernandez filed her PAGA action on September 8, 2021, in the Superior
7 Court, County of Sonoma. (Declaration of Eric K. Yaeckel [“Yaeckel Decl.”] ¶ 3 Declaration of Raul
8 Perez ¶ 2.) Both Plaintiffs raised primarily the same wage and hour violations and sought to represent the
9 same group of non-exempt employees. (*Id.* at ¶ .)

10 Following the exchange of informal discovery, including the production of Defendant’s California
11 labor policies and procedures materials, and a sample of Aggrieved Employees’ time and wage records,
12 Plaintiffs’ personnel files, the number of aggregate pay periods, the Parties participated in a mediation on
13 September 23, 2024, with Kevin T. Barnes, Esq. (Crosner Decl. at ¶ 9.; Yaeckel decl. at ¶ 5). At all times,
14 the Parties’ negotiations were adversarial and non-collusive. (*Id.*) Mr. Barnes helped to manage the Parties’
15 expectations and provided a useful, neutral analysis of the issues and risks to both sides. (*Id.*) With Mr.
16 Barnes’s guidance, the Parties were eventually able to negotiate a complete settlement of Plaintiffs’ claims.
17 (*Id.*) The terms of the settlement are now set forth in complete and final form in the PAGA Settlement
18 Agreement. (Crosner Decl: Ex. 1.)

19 Plaintiffs filled the operative FAC on March 21, 2025,³ which seeks PAGA civil penalties for
20 Defendant’s alleged violation of the following Labor Code sections: (a) failure to keep accurate records
21 (sections 226, 1174, 1198, 1199); (b) meal period violations (226.7, 512, 1198-1199); (c) rest period
22 violations (sections 226.7, 512, and 1198-1199); (d) minimum and overtime wage violations (sections 510,
23 1197); (e) statutory wage violations/secret payment of lower wages (section 223); (f) refusal to make
24 payment (section 216); (g) business expense violations (section 2802); wage statement violations (section
25 226); sick leave violations (section 2810.5, 246, 247.5); (h) untimely payment of final wages (sections 201,
26 202, 203); and (i) unlawful agreements/background checks (sections 1024.5, 432.5, 432.7).

27
28 ³ As a part of the settlement, the Parties agreed to add Hernandez and her claims to this action and
dismiss the Hernandez case and the Calva de Garcia arbitration case. (Crosner Decl. at ¶ 10.)

1 **B. The Parties Negotiated a Fair and Reasonable Settlement of Plaintiffs' Claims**

2 **1. Terms of the Settlement and Distribution of PAGA Penalties**

3 The Settlement Agreement provides that Defendant will pay a total of \$300,000 to settle this
4 Action. (Settlement Agreement ¶ 34.) From this amount, payments will be made: (a) to the LWDA and
5 Aggrieved Employees; (b) to Plaintiffs as compensation for their service on behalf of the State; (c) to
6 Plaintiffs' Counsel for their attorneys' fees and litigation costs; and (d) and to the Administrator (ILYM)
7 for settlement administration costs. (*Id.* at ¶ 35.)

8 The resulting balance will be distributed to the LWDA and Aggrieved Employees: the LWDA
9 will receive approximately \$103,987.50, and Aggrieved Employees will receive approximately
10 \$34,662.50. (*Id.*) The Aggrieved Employees encompassed by the proposed Settlement are all current and
11 former non-exempt employees of Defendant who worked in California during the PAGA Period,
12 including Plaintiffs. (*Id.* at ¶ 4.) There are approximately 625 Aggrieved Employees. (Yaeckel Decl. ¶ 6.)

13 **2. Allocations to the LWDA and Aggrieved Employees**

14 Payments to Aggrieved Employees will be made from the Net Settlement Amount. The individual
15 allocations will be calculated on a pro-rata basis using the number of pay periods worked by each
16 employee. Defendant will provide the total number of pay periods worked by each Aggrieved Employee
17 and the total number of pay periods worked by all Aggrieved Employees during the PAGA Period.
18 (Settlement Agreement ¶¶ 5, 36.) The Settlement Administrator will calculate each Aggrieved Employee's
19 payment using the proportional number of pay periods during which the employee worked. (*Id.* at ¶
20 35(d)(i)). Thus, the Administrator will perform the following calculation to calculate individual payments:
21 a) (25% share of PAGA Penalties) ÷ (total number of Pay Periods during the PAGA Periods) = Pay Period
22 Value; b) (Pay Period Value) x (the number of Pay Periods attributable to each Aggrieved Employee) =
23 Individual PAGA Payment. (*Id.*)

24 This is a fair and equitable means of allocating the penalties. Aggrieved Employees who worked
25 for a longer duration during the PAGA Period will receive proportionally larger payments than those
26 employees who worked for shorter durations.

27 **3. The Settled PAGA Claims**

28 Upon entry of the Order and Judgment, Plaintiffs and all Aggrieved Employees will be forever

1 barred from pursuing against the Released Parties any and all Released PAGA Claims during the PAGA
2 Period, which includes all claims for PAGA Penalties that were alleged, or that reasonably could have
3 been alleged, in the PAGA Notices and the Complaints based on the facts alleged therein and arising
4 during the PAGA Period. (Settlement Agreement ¶ 40.)

5 The parties proposed PAGA Notice that will accompany the settlement checks is attached to the
6 declaration of Eric K. Yaeckel as Exhibit 3.

7 Additionally, Plaintiffs have agreed to a broader general release of all claims of any kind against
8 the Released Parties. (*Id.* at ¶ 39.)

9 **III. ARGUMENT**

10 **A. The PAGA Penalties Secured by the Settlement Are Genuine and Meaningful, and** 11 **Fulfill PAGA’s Underlying Purpose To Benefit the Public**

12 Under PAGA, an aggrieved employee may bring a civil action personally and on behalf of other
13 current or former employees to recover civil penalties for Labor Code violations. *Iskanian*, 59 Cal. 4th at
14 380. Seventy-five percent of any penalties recovered go to the LWDA, leaving the remaining twenty-five
15 percent for aggrieved employees. *Id.* PAGA is intended “to augment the limited enforcement capability
16 of [LWDA] by empowering employees to enforce the Labor Code as representatives of the Agency.” *Id.*
17 at 383. A judgment in a PAGA action binds all those, including non-party aggrieved employees, who
18 would be bound by a judgment in an action brought by the government. *Id.* at 381.

19 A superior court must review and approve any PAGA settlement. Cal. Lab. Code § 2699(l)(2).
20 The court’s review “ensur[es] that any negotiated resolution is fair to those affected.” *Williams v. Superior*
21 *Court*, 3 Cal. 5th 531, 549 (2017). The Court’s evaluation of the settlement must “determine whether it is
22 fair, reasonable, and adequate in view of PAGA’s purposes to remediate present labor law violations, deter
23 future ones, and to maximize enforcement of state labor laws.” *Moniz, Inc.*, 72 Cal. App. 5th at 77.

24 The Court’s evaluation of the settlement should therefore not focus on “restitution”—the average
25 recovery per aggrieved employee, as in a class action settlement, but rather take into account PAGA’s
26 statutory purpose in deterring Labor Code violations through the imposition of civil penalties, with special
27 attention on whether the relief is “genuine and meaningful.” *Salazar*, 2017 WL 1135801 at *2.

B. Plaintiffs' Counsel Conducted a Thorough Investigation of the Factual and Legal Issues and Were Thus Able to Objectively Assess the Settlement's Reasonableness

Based on their analysis of documents and employee data produced by Defendant, including Defendant's California labor policies and procedures manuals, Plaintiffs' personnel files, the number of aggregate pay periods, and a 50% sample of Aggrieved Employees' time and wage records, Plaintiffs' Counsel were able to realistically assess the value of Plaintiffs' claims and intelligently engage defense counsel in settlement discussions that culminated in the proposed settlement now before the Court. (Yaeckel Decl. ¶ 7.)

By engaging in a thorough investigation and evaluation of Plaintiffs' claims, Plaintiffs' Counsel can opine that the Settlement, for the consideration and on the terms set forth in the Settlement Agreement, is fair, reasonable, and adequate, and is in the best interests of the LWDA and Aggrieved Employees in light of all known facts and circumstances, including the risk of significant delay and uncertainty associated with litigation, and various defenses asserted by Defendant. (*Id.* at ¶ 8; Crosner Decl. at ¶¶ 12-22; Perez Decl. at ¶ 6.)

Specifically, Defendant asserts it had lawful wage and hour policies and practices that required all employees to record all work time, take lawful meal and rest breaks, and provided for prompt reimbursement of all reasonable business expenses. Defendants maintained that they strictly enforced these policies at all times relevant to this litigation, that they had conducted an investigation that (according to Defendants) confirmed that no systematic policy violations were taking place, and that any Labor Code violations that may have occurred would have been isolated incidents. Therefore, Defendants contended that Plaintiffs' claims were based on highly individualized facts that did not uniformly apply to other employees, rendering the claims difficult to manage in the context of a representative action and therefore also difficult to prove across the workforce. (Crosner Decl. at ¶¶ 14).

Plaintiffs first contend Defendant failed to pay all wages due because it rounded employee time punches, which resulted in the Plaintiffs and Aggrieved Employees losing a few minutes of compensable hours worked on many shifts. Specifically, Plaintiffs argue Defendant uses a system of "transitional math" to transfer "minutes worked" – which are normally measured on a scale of 1 through 60 – to a separate scale, of 1 through 100, causing employee the last two numbers of the "Hours worked" on employee wage

1 statements to show an altered representation of those minutes. As a result, Plaintiffs allege their expert's
2 analysis of the time records suggests at least 50% of pay periods reflect lost hours worked due to rounding
3 and a corresponding failure to be paid for this time. In response to Plaintiffs' unpaid wage/rounding claim,
4 Defendant argues its time keeping and rounding policy is entirely neutral in effect and did not deprive
5 employees of compensable hours worked over time and, accordingly, does not violate California law.
6 See's Candy Shops, Inc. v. Super. Ct. (2012) 210 Cal. App. 4th 889, 901. Beyond that, Defendant argued
7 its timekeeping and payroll policies fully comply with California law. (Crosner Decl., ¶ 12.)

8 Plaintiffs also alleged employees were not paid all overtime wages due because Defendant did not
9 include certain forms of compensation, such as bonuses in the regular rate of pay used to calculate the
10 correct overtime, sick pay, and meal period premium rates. "Regular rate of pay, which can change from
11 pay period to pay period, includes adjustments to the straight time rate, reflecting, among other things, shift
12 differentials and the per-hour value of any non-hourly compensation the employee has earned." *Alvarado*
13 *v. Dart Container Corp. of California* (2018) 4 Cal.5th 542, 554. As a result, Plaintiffs contend Defendant
14 frequently underpaid the Class Members for their overtime, sick pay, and meal period premium payments.
15 While Plaintiffs believe this is one of the stronger claims, they also recognize the exposure is nominal, as
16 this claim involves less than 500 pay periods. (Crosner Decl., ¶ 13.)

17 Next, Plaintiffs contend their review of the sampling produced show (1) employees missed first
18 meal periods in 12.5% of all shifts over 6 hours; (2) employees took late first meal periods in 8% of all
19 qualifying shifts; and (3) employees missed second meal periods in 93% of all shifts over 12 hours.
20 Plaintiffs also argue Defendant used a system that prevented employees from clocking in early for their
21 meal periods while, at the same time, Defendant required aggrieved employees had to be back at their
22 workstations at exactly 30 minutes after they clocked out for lunch, or else face disciplinary action. This
23 resulted in the employees having to cut their lunches short by at least five minutes per lunch period to walk
24 back to the clock-in station and wait by the clock in order to clock their 30-minute lunches exactly and be
25 back at their workstation. Defendant offered multiple defenses. First, it emphasizes it authorized and
26 permitted all necessary breaks, and that employees received full uninterrupted lunch periods as reflected
27 in Defendant's time records. Defendant further argued that even to the extent meal breaks were missed or
28 arguably non-compliant, it was in violation of company policy and aberrational, and would require

1 significant individual inquiries to determine the reasons underlying any such alleged violations and
2 whether it was by employee choice or some other reason. Thus, per Defendant, any trial on this issue
3 would be unmanageable because of these individualized issues. (Crosner Decl., ¶ 14.)

4 Plaintiffs further contend that Defendant’s rest break policy violates California law, insofar as they
5 claim Defendant requires employees to remain on-call and respond to calls on walkie-talkies and/or cell
6 phones during rest breaks. Based on these contentions, Class Members could be entitled to one hour of
7 premium pay per qualifying shift under Labor Code § 226.7. Defendant maintains its policies comport
8 with California law and that the evidence would demonstrate employees are relieved of all duties during
9 rest breaks and are provided with lawful rest breaks. (Crosner Dec. ¶ 15.)

10 Plaintiffs assert that they and the Aggrieved Employees regularly had to use their personal phones
11 while on the clock and for work purposes to, inter alia, communicate with supervisors. Per Plaintiffs,
12 Defendant did not pay any reimbursement for use of personal phones. On the other hand, Defendant
13 argues that any use of personal mobile devices was unnecessary to perform the job and therefore was
14 purely for personal convenience. If so, then the expense was neither reasonable nor necessary, and
15 therefore no reimbursement was required. Labor Code § 2802. (Crosner Decl., ¶ 16.)

16 Plaintiffs alleged derivative violations of Labor Code § 226 (wage statement violations) and §§
17 201-203 (waiting time penalties). Both claims, since they are entirely derivative, will rise or fall along with
18 the primary claims, in addition to being subject to “good faith” and other defenses available to Defendant.
19 *Amaral v. Cintas Corp. No. 2* (2008) 163 Cal.App.4th 1157, 1203-04 (holding employer did not willfully
20 fail to pay wages under Labor Code § 203 even though the class prevailed on the merits on the underlying
21 claim for failing to pay living wages). Accordingly, Plaintiffs had to discount the value of these claims
22 significantly in light of these multiple potential defenses. Defendant also contended a substantial discount
23 should be applied to the civil penalties for these derivative (i.e., “stacked”) violations, as it would be unfair
24 to penalize Defendant multiple times for the same violation. (Crosner Decl., ¶ 17.)

25 Finally, Defendant contends they had acted in good faith and at all relevant times had taken
26 measures to ensure compliance with workplace policies and the Labor Code. Thus, Defendant asserts,
27 even if Plaintiffs were able to establish some violations, these would likely be technical or minor in nature,
28 and therefore the Court would exercise its discretion to award much less than the maximum amount of

1 potential penalties. (Crosner Decl., ¶ 18.)

2 **C. The Settlement Is Reasonable Given the Risks of Further Litigation**

3 In assessing whether the amount of civil penalties is genuine and meaningful, the Court may
4 balance the amount in penalties against the risks of further litigation. Here, Plaintiffs obtained a meaningful
5 amount of civil penalties despite facing hurdles had the litigation continued. Based on information and
6 evidence produced by Defendant, Plaintiffs' Counsel determined that Aggrieved Employees worked
7 during a total of approximately 12,500 pay periods during the PAGA statute of limitations period as of the
8 date of mediation. Statutory penalties would be calculated according to Labor Code 2699(f)(2): If, at the
9 time of the alleged violation, the person employs one or more employees, the civil penalty is one hundred
10 dollars (\$100) for each aggrieved employee per pay period for the initial violation and two hundred dollars
11 (\$200) for each aggrieved employee per pay period for each subsequent violation.

12 However, a number of courts have found that the "subsequent" penalty under PAGA applies only
13 after a court or the Labor Commissioner determines that the employer has violated the Labor Code. *See*
14 *Gunther v. Alaska Airlines, Inc.*, 72 Cal. App. 5th 334, 356 (2021) ("the increased \$200 civil penalty for
15 'subsequent violation[s]' does not apply unless [Plaintiff] presents evidence that the Labor Commission or
16 a court notified [Defendant] that it was in violation of the Labor Code."); *Bernstein v. Virgin Am., Inc.*,
17 990 F.3d 1157, 1173 (9th Cir. 2021) (reversing judgment as to "heightened civil penalties" because the
18 defendant was not given notice by the Labor Commissioner when the "subsequent" violations occurred).⁴
19 Under this line of cases, Defendant's exposure would be approximately \$6,346,000.00 = 63,460 violative
20 pay periods × \$100. (Crosner Decl., ¶ 20.)

21 It should be noted that PAGA gives the Court wide latitude to reduce the amount of civil penalties

22
23 ⁴ *See also Vieyara-Flores v. Sika Corp.*, No. EDCV19606JVSKKX, 2019 WL 2436998, at *5
24 (C.D. Cal. June 10, 2019) ("employers are not subject to heightened penalties . . . until a court or
25 commissioner notifies the employer that it is in violation of the Labor Code . . . [Plaintiff] has not offered
26 evidence that the Labor Commission or a court has notified them of PAGA violations [thus] PAGA's
27 heightened penalty of \$200 for subsequent violations will not be calculated to determine the amount in
28 controversy"); *Chen v. Morgan Stanley Smith Barney, LLC*, No. 8:14-CV-01077 ODW (FFMx), 2014
WL 4961182 (C.D. Cal., October 2, 2014) ("Under the Labor Code, if an employer does not have notice
that they are committing a violation, they are not subject to the heightened penalties."); *Trang v. Turbine
Engine Components Technologies Corp.*, No. CV 12-07658 DDP (RZx), 2012 WL 6618854 (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"), citing *Amaral v. Cintas Corp. No. 2*, 163 Cal. App. 4th 1157 (2008).

1 “based on the facts and circumstances of a particular case” when “to do otherwise would result in an award
2 that is unjust, arbitrary and oppressive, or confiscatory.” Cal. Lab. Code § 2699(e)(2). In reducing PAGA
3 penalties, courts have considered issues including whether the employees suffered actual injury from the
4 violations, whether the defendant was aware of the violations, and the employer’s willingness to fix the
5 violation. *Carrington v. Starbucks Corp.*, 30 Cal. App. 5th 504, 528 (2018) (awarding PAGA penalties of
6 only 0.2% of the maximum); *see also Cotter v. Lyft, Inc.*, 193 F. Supp. 3d 1030, 1037 (N.D. Cal. 2016);
7 *Fleming v. Covidien Inc.*, No. ED CV 10-01487 RGK (OPX), 2011 WL 7563047, at *4 (C.D. Cal. Aug.
8 12, 2011).

9 For example, during the penalty phase of trial in *Carrington*, the plaintiff requested PAGA
10 penalties in the amount of approximately \$70 million. The trial court instead awarded only \$150,000—or
11 **0.21% of the calculated maximum**—and stated that this reduction was warranted because (a) the Court
12 did not believe it was appropriate to impose multiple penalties per pay period in which a violation occurred
13 and (b) imposing the maximum penalty would be “unjust, arbitrary, and oppressive” based on Starbucks’s
14 “good faith attempts” to comply with meal period obligations and because the court found the violations
15 were minimal. *Carrington*, 30 Cal. App. 5th at 517-18. The Court of Appeal affirmed the lower court’s
16 reduced award of a \$150,000 penalty under PAGA. *Id.* at 529. If a similar reduction had been applied here,
17 Plaintiff would have recovered only approximately \$13,326.60 ($\$6,346,000 \times 0.0021$ reduction).

18 Likewise, in *Covidien*, the Court reduced the potential penalties by over 82%, awarding \$500,000
19 instead of maximum penalties of \$2.8 million. *Covidien*, 2011 WL 7563047 at *4; *see also Thurman v.*
20 *Bayshore Transit Mgmt.*, 203 Cal. App. 4th 1112, 1135-36 (2012) (affirming 30% reduction under
21 specified PAGA claim where the employer produced evidence that it took its obligations seriously); *Elder*
22 *v. Schwan Food Co.*, No. B223911, 2011 WL 1797254, at *5-*7 (Cal. Ct. App. May 12, 2011) (reversing
23 trial court decision denying any civil penalties where violations had been proven, remanding for the trial
24 court to exercise discretion to reduce, but not wholly deny, civil penalties); *Li v. A Perfect Day Franchise,*
25 *Inc.*, No. 5:10-CV-01189-LHK, 2012 WL 2236752, at *17 (N.D. Cal. June 15, 2012) (denying PAGA
26 penalties for violation of California Labor Code section 226 as redundant with recovery on a class basis
27 pursuant to California Labor Code section 226, directly); *Aguirre v. Genesis Logistics*, No. SACV 12-
28 00687 JVS (ANx), 2013 WL 10936035 at *2-*3 (C.D. Cal. Dec. 30, 2013) (reducing penalty for past

1 PAGA violations from \$1.8 million to \$500,000, after rejecting numerous other PAGA claims).

2 Considering the issues, defenses, and the risks, a \$300,000 settlement for a limited release of
3 PAGA penalties—no individual wage and hour claims will be extinguished by the Settlement—is a fair
4 and just result and furthers PAGA’s objectives, and is not “unjust, arbitrary, and oppressive.”

5 **D. The Court Should Award the Requested Attorneys’ Fees in the Amount of**
6 **Approximately One-Third of the Gross Settlement Fund**

7 For the reasons discussed in detail below, an award of attorneys’ fees in the amount of
8 approximately one-third of the gross settlement fund is fair and reasonable, and in line with what other
9 California courts, both state and federal, have awarded in settlements of similar litigation.

10 The PAGA provides that a plaintiff is entitled to recover reasonable attorneys’ fees, expenses, and
11 costs. Section 2699(k)(1) of the California Labor Code provides that “[a]ny employee who prevails in any
12 action shall be entitled to an award of reasonable attorney’s fees and costs.” In a *qui tam* action, reasonable
13 attorneys’ fees and costs are typically awarded under the common fund doctrine where, as here, the
14 litigation creates a common fund of money in a specific amount for the benefit of others. PAGA “is a type
15 of *qui tam* action.” *See Iskanian*, 59 Cal. 4th at 382. “A *qui tam* action ‘is a type of private attorney general
16 lawsuit’ [citation], in which ‘the *qui tam* plaintiff stands in the shoes of the state or political subdivision
17 [citation].” *People ex rel. Strathmann v. Acacia Research Corp.*, 210 Cal. App. 4th 487, 501 (2012).

18 A PAGA action is a *qui tam* action because the statute allows the employee plaintiff, acting as the
19 proxy of the State’s labor law enforcement agency, to sue his or her employer for Labor Code violations
20 and recover civil penalties that otherwise would have been assessed and collected by the LWDA. *See*
21 *Iskanian*, 59 Cal. 4th at 382. Indeed, the majority of the civil penalties recovered in a PAGA action are
22 paid to the State, with a smaller portion paid to the aggrieved employees (e.g., 75% paid to the state; 25%
23 paid to the aggrieved employees). *See* Cal. Lab. Code § 2699(i). Where, as here, a common fund is created
24 in a *qui tam* action by the successful litigation of a plaintiff and her attorneys, the plaintiff’s attorneys are
25 entitled to recover their fees from the common fund:

26 Those benefiting from the recovery of the fund, in this case some depositors and eventually
27 the People of the State of California, must bear their share of the cost of litigation. Fees for
28 taxpayers’ attorneys will be deducted from the judgment, and each claimant’s share
reduced proportionately. To the extent the judgment relies upon section 1021.5 for recovery
of attorney fees, it must be modified to confine the award of fees to the common fund

theory.

Bank of America v. Cory, 164 Cal. App. 3d 66, 91 (1985) (authorizing common fund fees in a *qui tam* taxpayer suit against certain banks).

Likewise, through the successful efforts of Plaintiffs and their attorneys, a common fund was created in the amount of \$300,000 for the benefit of the employees and the State of California. Thus, these beneficiaries must bear their share of the costs and attorneys' fees, to be deducted from the gross settlement fund under the common fund theory. *Id.* Such fees are deducted as a percentage of the settlement amount. *See, e.g., Boeing Co. v. Van Gernert*, 444 U.S. 472, 478-482 (1980); *Six (6) Mexican Workers v. Arizona Citrus Growers*, 904 F.2d 1301, 1311 (9th Cir. 1990); *Williams v. MGM-Pathe Communications Co.*, 129 F.3d 1026, 1027 (9th Cir. 1997); *Staton v. Boeing Co.*, 327 F.3d 938, 967 (9th Cir. 2003).

The California Supreme Court recently upheld the use of the common fund theory of recovery for attorneys' fees in *Laffitte v. Robert Half Int'l Inc.*, 1 Cal. 5th 480, 506 (2016). In *Laffitte*, the settlement created a common fund of \$19 million. The Court approved the award of attorneys' fees in the amount of one third of the gross \$19 million settlement (e.g., an award of \$6.33 million) under the common fund theory. *Id.* By awarding counsel a percentage of the total recovery, rather than fees based on hours worked, the common fund method encourages attorneys to efficiently litigate to achieve the best results possible. *See Laffitte*, 1 Cal. 5th at 492-494. Indeed, "the percentage method is generally favored in common fund cases because it allows courts to award fees from the fund in a manner that rewards counsel for success and penalizes it for failure. *Id.* at 493 (quoting *In re Rite Aid Corp. Securities Litig.*, 396 F.3d 294, 300 (3d Cir. 2005) (internal quotations omitted).

As a California appellate court very recently confirmed, "fee awards in class actions average around one-third of the recovery' regardless of 'whether the percentage method or the lodestar method is used." *Amaro v. Anaheim Arena Mgmt., LLC*, 69 Cal. App. 5th 521, 545 (2021) (quoting *Chavez v. Netflix, Inc.*, 162 Cal. App. 4th 43, 66, fn. 11 (2008)).

Consistent with that observation, California state and federal courts routinely award attorneys' fees equaling one-third of the common fund. *See, e.g. Laffitte v. Robert Half Internat. Inc.*, 231 Cal. App. 4th 860, 871 (2016) ("33 1/3 percent of the common fund is consistent with, and in the range of, awards in other class action lawsuits"); *Chavez*, 162 Cal. App. 4th at 66 n.11 ("Empirical studies show that,

1 regardless whether the percentage method or the lodestar method is used, fee awards in class actions
2 average around one-third of the recovery.”); Eisenberg & Miller, *Attorney Fees in Class Action*
3 *Settlements: An Empirical Study*, J. of Empirical Legal Studies, Vol. 1, Issue 1, 27-78, March 2004, at 35
4 (independent studies of class action litigation nationwide conclude that fees representing one-third of the
5 total recovery is consistent with market rates). Notably, the California Supreme Court in *Laffitte v. Robert*
6 *Half Internat. Inc.* affirmed a fee award representing one-third of the fund. *Laffitte*, 231 Cal. App. 4th at
7 506.

8 A fee award in the amount of one-third of the common fund is also reasonable because it best
9 reflects the market rate for contingency fees. *See Lealao v. Beneficial Cal. Inc.*, 82 Cal. App. 4th 19, 47
10 (2000) (“attorneys providing the essential enforcement services must be provided incentives roughly
11 comparable to those negotiated in the private bargaining that takes place in the legal marketplace. . .”).
12 Fees representing one-third of the recovery reflect the rate negotiated in “typical contingency fee
13 agreements [which] provide that class counsel will recover 33% if the case is resolved before trial and 40%
14 if the case is tried.” *Fernandez v. Victoria Secret Stores, LLC*, No. CV 06-04149 MMM SHX, 2008 WL
15 8150856, at *16 (C.D. Cal. July 21, 2008) (citing an academic study collecting contingency fee agreements
16 and finding that a fee award constituting 34% of the fund is reasonable on that basis). Because the
17 negotiated fee structure mimics the marketplace, it is reasonable and should be approved.

18 A one-third common fund⁵ attorneys’ fee award is also consistent with what courts have awarded
19 in other representative action cases. The following list shows PAGA actions where attorneys’ fees were
20 awarded on a common fund basis:

- 21 • *Cruz v. Wal-Mart Associates, Inc.*, Los Angeles Superior Court, No. 18STCV03128 (May 28,
22 2021) (approving fee award from PAGA-only settlement of \$5 million against a common fund
of \$15 million);

23 ⁵ Court have also approved fees in amounts greater than one-third of the common fund. *See*
24 *Charles v. JPMorgan Chase Bank*, No. CGC-14-538933 (San Francisco County Superior Court June 18,
25 2019) (awarding plaintiffs \$2.88 million in attorneys’ fees on PAGA penalties totaling \$2.7 million);
26 *Boseman v. VXi Global Solutions, LLC*, No. BC602442 (Los Angeles County Superior Court Jan. 3, 2019)
(awarding plaintiff \$750,000 in attorneys’ fees and costs on general PAGA penalties totaling \$585,000);
27 *Salas v. Hallmark Aviation Services LP*, No. BC586585 (Los Angeles County Superior Court February
17, 2017) (awarding plaintiff \$600,000 in attorneys’ fees on PAGA penalties totaling \$605,000); *Monroe*
28 *v. Continental Design Co., Inc.*, No. RG16817667 (Alameda County Superior Court June 21, 2017)
(awarding plaintiff \$110,000 in fees on PAGA penalties totaling \$90,000); *Ramirez v. Benito Valley*
Farms, LLC, No. 16-CV-04708-LHK, 2017 WL 3670794, at *6 (N.D. Cal. Aug. 25, 2017) (awarding
attorneys’ fees under the lodestar method with no regard to the proportion of the fees to civil penalties).

- *Jones v. J.C. Penney Corporation*, Los Angeles Superior Court, Case No. BC451823 (April 20, 2017) (approving fee award from PAGA-only settlement of \$1.375 million against a common fund of \$3.2 million (42%));
- *Garcia v. Macy's*, San Bernardino County Superior Court, Case No. CIVDS1516007 (Sept. 13, 2017) (33.33% fee awarded on \$12,500,000 settlement of a PAGA only case);
- *Garcia v. Pep Boys*, Orange County Superior Court, Case No. 30-2014-00720574-CU-OE-CJC (July 14, 2016) (33.33% fee awarded on a \$1,030,000 settlement of a PAGA only case);
- *Brewer v. Connell Chevrolet*, Orange County Superior Court, Case No. 30-2016-00852123-CU-OC-CXC (June 15, 2017) (33.33% fee awarded on a PAGA only case);
- *Perez v. Staffmark Investment, LLC*, Riverside County Superior Court, Case No. MCC1401137 (May 23, 2016) (33.33% fee awarded on a \$650,000 settlement of a PAGA only case).

An award of fees from the gross settlement amount under the common fund doctrine prevents unjust enrichment of those who benefit from the common fund created through the successful efforts of plaintiff's counsel and furthers the important goal of attracting competent counsel to handle representative actions enforcing minimum labor standards. *Laffitte*, 1 Cal. 5th at 503. In affirming the use of the common fund doctrine in California, the California Supreme Court summarized the benefits of the percentage method of recovery stating: "The recognized advantages of the percentage method—including relative ease of calculation, alignment of incentives between counsel and the class, a better 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 [citations]—convince us the percentage method is a valuable tool that should not be denied our trial courts." *Id.*

For all of these reasons, a common fund fee award in the amount of \$100,000 is fair and reasonable.

E. A Lodestar Cross-Check Confirms that the Requested Attorneys' Fees Are Fair and Reasonable

The trial court may use an abbreviated lodestar "cross-check" for common fund awards if the court considers it useful. *Laffitte II*, 1 Cal. 5th at 504-05. However, under *Laffitte II*, this is not meant to displace the percentage analysis, but rather to act as a backstop. Indeed, the Supreme Court expressly instructed that "the lodestar calculation, when used in this manner, does not override the trial court's primary determination of the fee as a percentage of the common fund and thus does not impose an absolute maximum or minimum on the fee award." *Laffitte II*, 1 Cal. 5th at 505. Critically, the Court in *Laffitte II* emphasized that only where the "multiplier calculated by means of a lodestar cross-check is

1 **extraordinarily high or low**” should the court “consider whether the percentage should be adjusted so as
2 to bring the imputed multiplier within a justifiable range.” *Id.* (emphasis added). Accordingly, when the
3 cross-check multiplier is within a normal range, the lodestar-cross check does not provide a basis for a
4 court to reduce the fee award. Furthermore, in conducting a lodestar cross-check, the court is not “required
5 to closely scrutinize each claimed attorney-hour.” *Laffitte II*, 1 Cal. 5th at 505. An evaluation may be done
6 by reviewing “counsel declarations summarizing overall time spent.” *Id.*

7 In conducting a lodestar cross-check, the Court first determines a lodestar value for the fees by
8 multiplying the time reasonably spent by plaintiffs’ counsel on the case by a reasonable hourly rate. *In re*
9 *Consumer Privacy Cases*, 175 Cal. App. 4th 545, 556-57 (2009). To determine whether the requested rate
10 is reasonable, courts look to the prevailing rate for similar work in the pertinent geographic region. *PLCM*
11 *Group v. Drexler*, 22 Cal. 4th 1084, 1096-97 (2000) (using prevailing hourly rate in community for
12 comparable legal services even though party used in-house counsel). Here, Plaintiff’s Counsel’s hourly
13 rates are comparable to, or less than, those charged by other representative action plaintiffs’ counsel and
14 the firms defending PAGA actions, and have been approved by numerous federal and state courts.
15 (Crosner Decl. ¶¶ 38-39; Yaeckel Decl. ¶ 21-23; Perez Decl. ¶¶ 17-19)

16 Likewise, the total attorney hours expended on this action are reasonable and in line with
17 comparable cases. In determining the reasonableness of the hours expended, “the court should defer to the
18 winning lawyer’s professional judgment as to how much time he was required to spend on the case; after
19 all, he won, and might not have, had he been more of a slacker.” *Kerkeles v. City of San Jose*, 243 Cal.
20 App. 4th 88, 104 (2015) (quoting *Moreno v. City of Sacramento*, 534 F.3d 1106, 1112 (9th Cir. 2008)).
21 Plaintiffs’ Counsel collectively billed a total of approximately 403.2 hours. (Crosner Decl. ¶28 and Exhibit
22 2 ; Yaeckel Decl. ¶ 17-18; Perez Decl. ¶ 16)

23 Multiplying the total hours billed by Plaintiffs’ Counsel to the litigation by their reasonable hourly
24 rates yields a lodestar of \$267,010.00. (Crosner Decl. ¶28 and Exhibit 2 ; Yaeckel Decl. ¶ 17-18; Perez
25 Decl. ¶ 16). Applying a **negative** multiplier of 2.67 to that lodestar yields the requested fees. When
26 plaintiffs seek an amount in fees that is less than what they actually billed, the requested fee amount is
27 generally considered reasonable. *See, e.g., Chun-Hoon v. McKee Foods Corp.*, 716 F. Supp. 2d 848, 854
28 (N.D. Cal. 2010) (finding that, if the court is asked to apply a negative multiplier, it “suggests the negotiated

1 fee award is a reasonable and fair valuation of the services rendered to the class by Plaintiff's Counsel.”).

2 Plaintiffs' Counsel would otherwise be entitled to a **positive** multiplier based on factors most
3 commonly cited by courts, including: (1) the results obtained; (2) the contingent nature of the fee award;
4 and (3) the skill displayed by counsel. *See Serrano III*, 20 Cal. 3d at 49; *Thayer v. Wells Fargo Bank*, 92
5 Cal. App. 4th 819, 835 (2001) (recognizing “results obtained” as a factor). Additionally, under California
6 law, a 1.5 multiplier would be awarded **for the contingent risk factor alone**, and without the presence of
7 other factors. *See Ctr. for Biological Diversity v. Cty. of San Bernardino*, 185 Cal. App. 4th 866, 900
8 (2010) (affirming a 1.5 risk multiplier in a non-complex statutory case and expressly rejecting the
9 application of other multiplier factors). *See also Amaral v. Cintas Corp. No. 2*, 163 Cal. App. 4th 1157,
10 1174 (2008) (affirming a 1.65 contingent risk multiplier in a wage and hour class action, explaining that
11 “counsel risked never receiving any compensation *at all*” (emphasis in original)); *Pellegrino v. Robert*
12 *Half Int'l*, 182 Cal. App. 4th 278, 292 (2010) (affirming a 1.75 multiplier due, in part, to “Plaintiff's
13 Counsel not being paid for their work in the event that [defendant] prevailed on [an] affirmative defense.”).

14 The lodestar cross-check thus confirms that Plaintiffs' fee request is fair and reasonable and should
15 be approved.

16 **F. The Requested Recovery In Litigation Expenses Is Reasonable**

17 Plaintiffs' Counsel are entitled to reimbursement of their discretionary litigation costs. Cal. Lab.
18 Code § 2699(k)(1). Out-of-pocket discretionary expenses are compensable if they would normally be
19 billed to a fee-paying client. *See Beasley v. Wells Fargo Bank*, 235 Cal. App. 3d 1407, 1419 (1991),
20 *overruled in part on other grounds in Olson v. Automobile Club of Southern Calif.*, 42 Cal. 4th 1142
21 (2008). Such discretionary costs may be claimed as part of an attorneys' fees motion when seeking
22 statutory fees under the Labor Code. *See Amaral v. Cintas Corp. No. 2*, 163 Cal. App. 4th 1157, 1218 n.27
23 (2008) (awarding costs that are necessarily incurred).

24 As itemized in Plaintiffs' Counsel's declaration in support of the Motion, Plaintiffs' Counsel
25 advanced \$28,151.97 in out-of-pocket costs to the State for, among other things, court fees, courier fees,
26 legal research databases, consultant fees, and mediation fees. (Crosner Decl. ¶ 41; Yaeckel Decl. ¶ 25;
27 Perez Decl. ¶ 20.) Because these reasonable costs were necessarily incurred during the case's pendency,
28 these costs are reasonable and should be awarded. *See also* Cal. Civ. Pro. Code § 1033.5(c)(4) (“[i]tems

not mentioned in this section and items assessed upon application may be allowed or denied in the court’s discretion.”); *Hsu v. Semiconductor Sys., Inc.*, 126 Cal. App. 4th 1330, 1341 (2005) (“[W]hile it is reasonable to interpret a general contractual cost provision by reference to an established statutory definition of costs, we do not discern any legislative intent to prevent sophisticated parties from freely choosing a broader standard authorizing recovery of reasonable litigation charges and expenses.”).

G. The Court Should Approve the Negotiated Service Award Payment

Paragraph 35(b) of the PAGA Settlement Agreement provides that Defendant will pay Plaintiffs the sum of \$10,000, each, for their service on behalf of the LWDA and Aggrieved Employees.

These additional settlement payments are justified in light of the reputational risk that Plaintiffs assumed by litigating claims against a former employer. *See Billingshausen v. Tractor Supply Co.*, 306 F.R.D. 245, 267-68 (N.D. Cal. 2015) (finding “personal detriment” upon testimony that future employers can easily learn that a prospective employee served as a plaintiff through the internet); *see also Guippone v. BH S&B Holdings LLC*, No. 09 Civ. 1029, 2011 U.S. Dist. LEXIS 126026, at **4, 20 (S.D.N.Y. Oct. 28, 2011) (“[T]he fact that a plaintiff has filed a federal lawsuit is searchable on the internet and may become known to prospective employers when evaluating the person . . . Even where there is not a record of actual retaliation, notoriety, or personal difficulties, [representative Plaintiffs] merit recognition for assuming the risk of such for the sake of absent [parties].”).

Employers commonly screen employee candidates to determine whether they have ever filed suit, and employee candidates who might be branded “litigious” are likely to be screened out of the process. In fact, an entire industry has developed for providing employers with background information on employee candidates. By bringing this action against an employer, Plaintiffs have assumed considerable reputational risk that may impact their ability to find employment in the future. *La Fleur v. Medical Management Intern, Inc.*, No. 13-00398-VAP, 2014 WL 2967475, *8 (C.D. Cal. June 25, 2014) (awarding \$15,000 to each named plaintiff in part for attesting to their fear that the lawsuit will harm their future job prospects in the industry).

Second, the separate settlement payments are reasonable because Plaintiffs “remained fully involved and expended considerable time and energy during the course of the litigation.” *See In re Toys ‘R’ Us-Del FACTA Litig.*, 295 F.R.D. at 471 (citation omitted). Plaintiffs devoted their time and effort

1 toward assisting their attorneys with the prosecution of the claims, and assisted counsel with finalizing the
2 settlement.

3 Lastly, because PAGA is a “type of qui tam action,” it is appropriate for the Plaintiffs to receive
4 modest additional payments from the Gross Settlement Amount as a “bounty” for their special effort in
5 vindicating the State’s interests by enforcing its labor laws. *See Iskanian*, 59 Cal. 4th at 382 (“A PAGA
6 representative action is therefore a type of qui tam action.”); *see also People ex rel. Strathmann v. Acacia*
7 *Research Corp.*, 210 Cal. App. 4th 487, 500 (2012) (“The person who brings the qui tam action, called the
8 ‘relator,’ stands in the shoes of the People of the State of California, who are deemed to be the real party
9 in interest . . . The relator in a qui tam action under section 1871.7 does not personally recover damages
10 but, if successful, receives [a portion] of the recovery as a bounty.”) (internal citations omitted).

11 Such a payment incentivizes employees to step forward to enforce the Labor Code. *See MMM*
12 *Holdings, Inc. v. Reich*, 21 Cal. App. 5th 167, 180 (2018) (“The bounty advances the public purpose and
13 benefit by encouraging private qui tam actions; indeed, this prospect of reward may be the only means of
14 inducing such private parties to come forward with their information.”) (internal quotations omitted). This
15 is especially important in this context, as “the lack of government resources to enforce the Labor Code led
16 to a legislative choice to deputize and incentivize employees uniquely positioned to detect and prosecute
17 such violations through the PAGA.” *Iskanian*, 59 Cal. 4th at 390. Absent the incentive payment, fewer
18 employees would be willing to step forward, and PAGA’s primary purpose—enforcement of the Labor
19 Code—would be substantially undermined.

1 **IV. CONCLUSION**

2 The Parties have negotiated a fair and reasonable settlement of Plaintiffs' PAGA claims. Having
3 appropriately presented the materials and information necessary for approval, the Parties request that the
4 Court approve the PAGA Settlement Agreement.

5
6 Dated: May 12, 2025

Respectfully submitted,

7 By: *Eric Yaeckel*

8 Zachary M. Crosner

9 Jamie K. Serb

10 Nikki Trenner

11 **CROSNER LEGAL, P.C.**

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14 Raul Perez

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17 **CAPSTONE LAW APC**

18 Attorney for Plaintiffs Eugenia Calva de Garcia and
19 Milipza Andrade Hernandez



Court Reservation Receipt

Reservation	
Reservation ID: 354648085421	Status: RESERVED
Reservation Type: Motion to Confirm Settlement	Number of Motions: 1
Case Number: 22STCV03262	Case Title: EUGENIA CALVA DE GARCIA vs GNIMGT, INC., et al.
Filing Party: MILIPZA ANDRADE HERNANDEZ, in a Representative capacity only and on behalf of other members of the general public similarly situated, (Plaintiff)	
Location: Stanley Mosk Courthouse - Department 26	
Date/Time: August 7th 2025, 8:30AM	Confirmation Code: CR-9YFQ88QV2MGJP3APC

Fees			
Description	Fee	Qty	Amount
Motion to Confirm Settlement	0.00	1	0.00
TOTAL			\$0.00

Payment	
Amount: \$0.00	Type: NOFEE

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