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SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF LOS ANGELES

JACQUELINE ALVAREZ, on behalf of
himself and on behalf of all persons similarly
situated,

Plaintiff,

vs.

GOLDEN STATE WATER COMPANY, a
California corporation; and Does 1 through
50, inclusive,

Defendants.

Case No. 22PSCV00242

**NOTICE OF MOTION AND MOTION
TO APPROVE PAGA SETTLEMENT;
and,**

**MEMORANDUM OF POINTS AND
AUTHORITIES IN SUPPORT OF
MOTION**

Hearing Date: May 21, 2024

Hearing Time: 8:30 a.m.

Reservation ID: 389553526197

Judge: Hon. Lynette Gridiron Winston
Dept.: 6

Action Filed: March 15, 2022
Trial Date: Not Set

1 **TO ALL PARTIES AND THEIR RESPECTIVE ATTORNEYS OF RECORD:**

2 YOU ARE HEREBY NOTIFIED THAT at 8:30 a.m. on May 21, 2024, or as soon
3 thereafter as the matter can be heard, in Department 6 of the above entitled Court before the
4 Honorable Lynette Gridiron Winston, Plaintiff Jacqueline Alvarez (“Plaintiff”) will and
5 hereby does move for an order approving the settlement of the PAGA claim alleged against
6 Defendant Golden State Water Company (“Defendant”) in accordance with Labor Code
7 §2699(l). The proposed settlement is set forth in the accompanying PAGA Settlement
8 Agreement (“Agreement”).

9 This Motion will be based on this notice, the accompanying points and authorities, the
10 Declaration of Kyle Nordrehaug, the Agreement, and the complete files and records in this
11 action. The Labor Workforce Development Agency has been served with this motion and
12 the Settlement Agreement as set forth in the accompanying proof of service.

13 Respectfully submitted,

14 Dated: April 10, 2024

**BLUMENTHAL NORDREHAUG
BHOWMIK DE BLOUW LLP**

16 By: /s/ Kyle Nordrehaug
17 Kyle R. Nordrehaug

18 Attorneys for Plaintiff
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1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. INTRODUCTION**

3 Plaintiff Jacqueline Alvarez (“Plaintiff”) reached a settlement of the California Private
4 Attorneys General Act, Cal. Labor Code §2699, *et seq.* (“PAGA”) claim asserted in this
5 action against Defendant Golden State Water Company (“Defendant”) (collectively, the
6 “Parties”) which provides for a “Gross PAGA Settlement Amount” payment in the amount
7 of \$600,000.00. In accordance with California Labor Code §2699(l), Plaintiff now asks this
8 Court to review and approve the settlement of Plaintiff’s PAGA claims.¹ This is only a
9 settlement of the PAGA claims for civil penalties and is not a class settlement and does not
10 release the individual wage claims, if any, of the affected employees other than the Plaintiff
11 herself. Cal. Labor Code § 2699(g)(1); *Iskanian v. CLS Transportation*, 59 Cal. 4th 348, 381
12 (2014); *ZB, N.A. v. Superior Court*, 8 Cal. 5th 175, 182 (2019) (unpaid wages are not
13 recoverable under PAGA).

14 The PAGA settlement is set forth in the accompanying PAGA Settlement Agreement
15 (“Agreement”) and the form used for Agreement is the Los Angeles Superior Court’s model
16 form. A true and correct copy of the Agreement which sets forth the terms for the settlement
17 of the PAGA claims is attached as Exhibit #1 to the Declaration of Kyle Nordrehaug, filed
18 herewith. Capitalized terms shall have the same meaning as defined in the Agreement. The
19 LWDA received notice of this Settlement and this motion as set forth in the accompanying
20 proof of service.

21 A proposed order confirming review and approval of the PAGA settlement is
22 submitted herewith.

23
24 **II. RELEVANT FACTS**

25 PAGA Counsel mailed the necessary correspondence to the California Labor and
26 Workforce Development Agency (“LWDA”) on October 29, 2021, on behalf of Plaintiff
27

28 ¹ Section 2699(1)(2) provides as follows: “The superior court shall review and approve any settlement of any civil action pursuant to this part.”

1 Alvarez, requesting authorization from the LWDA to seek civil penalties as provided by the
2 Private Attorney General Act of 2004 (“PAGA”) for the wage and hour violations alleged in
3 the PAGA Notice. (Declaration of Kyle Nordrehaug, at ¶3). The 65-day notice period for
4 the LWDA to notify of its intent to investigate expired on January 3, 2022. On March 15,
5 2022, Plaintiff Alvarez filed a Representative Action Complaint in this Court against
6 Defendant Golden State Water Company alleging a single cause of action for recovery of
7 civil penalties for Violation of the PAGA [Labor Code §§ 2698, *et seq.*].

8 Plaintiff and Defendant agreed to mediate with Hon. Daniel Buckley (Ret.). Prior to
9 the mediation, the Parties conducted significant investigation and discovery of the facts and
10 law. Defendant produced thousands of documents relating to its policies, practices, and
11 procedures regarding paying non-exempt employees for all hours worked, overtime, meal
12 and rest period policies, payroll and operations policies, and more. Plaintiff was provided
13 with sufficient records and data to determine the number of PAGA Members and the number
14 of pay periods in the PAGA Period. The Parties agree that the above-described investigation
15 and evaluation, as well as the information exchanged during the settlement negotiations, are
16 more than sufficient to assess the merits of the Parties’ positions and to compromise the
17 issues on a fair and equitable basis. (Declaration of Kyle Nordrehaug, at ¶3).

18 Plaintiff’s theory of PAGA liability as argued at mediation alleged that Defendant is
19 liable for the time PAGA Members spent working off the clock in order to meet performance
20 metrics as a result of pressures from call center work. For example, in order to keep up with
21 an inundation of customer calls, Plaintiff was required to be on call and ready to respond to
22 customer calls at all hours including during breaks and after hours. Plaintiff also alleged that
23 Defendant consistently failed to provide full relief of all duties for rest periods and also
24 failed to provide compliant rest breaks by mandating that supervisors are to advise the
25 employee when they can take breaks instead of the employee having the freedom to choose
26 when to take a rest break. In addition, Plaintiff alleged that Defendant failed to provide
27 compliant meal breaks which were often late, missed or short. Specifically, the time punch
28 records reflect a meal break violation rate assuming waivers of 24.1% of shifts greater than 6

1 hours (37,802 unique violations out of 156,776 shifts greater than 6 hours). The pay data
2 reflected meal break premiums paid for 21 instances, therefore roughly 0.1% of facial
3 violations had a premium paid. The 37,802 meal break violations included 30,340 late (after
4 5th hour), 4,894 missed (for shifts greater than 6 hours), 122 short (under 30 minutes), and
5 4,832 missed 2nd meal breaks (for shifts greater than 12 hours). 61.4% of recorded meals
6 were exactly 30 minutes long and 38.1% of recorded meals were exactly 60 minutes long,
7 which were not included as violations in the analysis, but were likely the result of unlawful
8 rounding. Plaintiff also alleged that Defendant unlawfully shaved time by rounding the hours
9 worked by the PAGA Members in Defendant's favor. Furthermore, Plaintiff alleged that
10 Defendant failed to include certain bonuses into PAGA Members' regular rate for purposes
11 of calculating the correct overtime rate. Plaintiff alleged PAGA Members were underpaid
12 overtime during certain pay periods as a result. (Declaration of Kyle Nordrehaug, at ¶3)

13 On June 16, 2023, the Parties engaged in an all-day mediation session before
14 Mediator Buckley, a respected and experienced mediator knowledgeable of both the wage
15 and hour laws and representative claims at issue in this action. Through arms-length
16 negotiations with the assistance of the mediator, the Parties reached an agreement to settle
17 the PAGA claims in this action which led to the signing of a Memorandum of Understanding
18 memorializing the settlement.² (Declaration of Kyle Nordrehaug, at ¶3).

19 The settlement was negotiated in light of all known facts and circumstances and the
20 uncertainty associated with litigation – including the risk of Plaintiff not being able to
21 maintain representative claims, the difficulty of proving Plaintiff's claims in a manageable
22 trial, the merits of Defendant's potential defenses, and the significant delay and potential
23 appellate issues inherent to litigation – and was reached after extensive arm's length
24

25 ² In addition to the Gross PAGA Settlement Amount, Defendant has agreed to separately settle
26 Plaintiff's individual claims pursuant to separate confidential Individual Settlement Agreement
27 ("Individual Settlement") (Settlement Agreement at ¶ 2.2). The individual claims were not at issue
28 in this action and exist independent and apart from the PAGA claims at issue before the Court. *See Kim v. Reins Int'l Cal., Inc.*, 9 Cal. 5th 73, 80 (2020) (the "[s]ettlement of individual claims does not strip an PAGA Member of standing, as the state's authorized representative, to pursue PAGA remedies" nor resolve the PAGA claims.).

1 negotiations, with the assistance of Mediator Buckley. (Declaration of Kyle Nordrehaug, at
2 ¶3).

3 4 **III. TERMS OF THE PAGA SETTLEMENT**

5 The PAGA settlement is subject to Court approval consistent with Labor Code
6 §2699(1)(2). (Agreement at ¶ 6.1). The Agreement negotiated by the Parties provides for a
7 “Gross PAGA Settlement Amount” payment in the amount of \$600,000 to resolve the
8 Released PAGA Claims (hereinafter referred to as the “PAGA Settlement”). From this
9 PAGA Settlement of \$600,000, there is a deduction of attorneys’ fees (“PAGA Counsel Fees
10 Payment”) in the amount of \$200,000 (which is one-third of the PAGA Settlement),
11 reimbursement of incurred costs (“PAGA Counsel Litigation Expenses Payment”) in an
12 amount not to exceed \$13,000, a service award of \$5,000 (“Service Award”) and Settlement
13 Administration Costs (“Administration Expenses Payment”) not to exceed \$7,000.
14 (Agreement at ¶¶ 3.2.1-3.2.3).³ After these deductions, the amount remaining is the “PAGA
15 Payment”, which is estimated to be no less than \$375,000.

16 Of the PAGA Payment amount, seventy-five percent (75%) (no less than \$281,250)
17 will be paid to the LWDA and the remaining twenty-five percent (25%) (no less than
18 \$93,750) will be paid to the PAGA Members (Agreement at ¶ 3.2.4).⁴ This 75/25 allocation
19 is required by Labor Code §2699 as explained by *ZB, N.A. v. Superior Court*, 8 Cal.5th 175
20 (2019).

21
22 ³ If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses
23 Payment less than the amounts requested, the Administrator will allocate the remainder of these
24 amounts to the PAGA Payment. (Settlement Agreement at ¶ 3.2.2). To the extent the Administration
25 Expenses are less, or the Court approves payment less than \$7,000, the Administrator will allocate
26 the remainder of this amount to the PAGA Payment (*Id.* at ¶ 3.2.3). In the event the Service Award
is approved for less than \$5,000.00 to Plaintiff, the unawarded difference will be added to the PAGA
Payment for distribution and not paid to Plaintiff, PAGA Counsel, or Defendant. (*Id.* at ¶ 3.2.1).

27 ⁴ “PAGA Member” means all individuals who are or previously were employed by Defendant in
28 California and classified as a non-exempt employee at any time during the PAGA Period. The
PAGA Period is the period from January 9, 2021 through November 3, 2023. (Settlement Agreement
at ¶¶ 1.4, 1.23).

1 The Individual PAGA Payment for each PAGA Member shall be based on the
2 number of pay periods each PAGA Member worked during the PAGA Period as a PAGA
3 Member, as a percentage of the total pay periods worked by all PAGA Members during the
4 PAGA Period.⁵ The PAGA Period is the time period from January 9, 2021 through
5 November 3, 2023. (Agreement at ¶ 1.24).

6 For mediation, Defendant represented that there are approximately 431 PAGA
7 Members who collectively worked approximately 20,660 pay periods from January 9, 2021
8 to August 4, 2023. (Agreement at ¶ 4.1).

9 Upon entry of final judgment, the Released Parties shall be entitled to a release from
10 the PAGA Members for any “Released PAGA Claims”, which means all claims for PAGA
11 penalties that were alleged, or reasonably could have been alleged, based on the facts stated
12 in the Operative Complaint and the PAGA Notice submitted by Plaintiff to the LWDA,
13 which occurred during the PAGA Period (collectively the “Released PAGA Claims”).
14 (Agreement at ¶5.2). The Released PAGA Claims expressly excludes all other claims,
15 including claims for vested benefits, wrongful termination, violation of the Fair Employment
16 and Housing Act, unemployment insurance, disability, social security, workers’
17 compensation, California class claims, and PAGA claims outside of the PAGA period. (*Id.*)
18 The Agreement expressly confirms that “In no event shall the release of the Released PAGA
19 Claims in this Settlement Agreement release any individual non-PAGA claims of any
20 individuals.” (*Id.*)

21 Within fourteen (14) days after Defendant funds the Gross PAGA Settlement
22 Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA
23 PAGA Payment, the Administration Expenses Payment, the Service Award and the PAGA
24 Counsel Fees Payment and PAGA Counsel Expenses Payment. (Agreement at ¶ 4.4).⁶

25
26 ⁵ See Settlement Agreement at ¶ 3.2.4 (“The Administrator will calculate each Individual PAGA
27 Payment by (a) dividing the amount of the PAGA Members’ 25% share of PAGA Payment by the
28 total number of PAGA Period Pay Periods worked by all PAGA Members during the PAGA Period
and (b) multiplying the result by each PAGA Member’s PAGA Period Pay Periods.”)

⁶ Disbursement of the PAGA Counsel Litigation Expenses Payment shall not precede disbursement
of the Individual PAGA Payments. (*Id.*).

1 Checks will remain negotiable for one hundred eighty (180) days. (*Id.* at ¶ 4.4.1) For any
2 Individual PAGA Payment check that is uncashed and cancelled after the void date, the
3 Administrator shall transmit the funds represented by such checks to the State of California
4 Unclaimed Property Fund in the name of the absent PAGA Member, subject to Court
5 approval. (*Id.* at ¶ 4.4.3).

6 Pursuant to California Labor Code Section 2699(1), Plaintiff is providing a copy of
7 the Agreement and this motion to the LWDA concurrently with the filing of the instant
8 motion for settlement approval as set forth in the accompanying proof of service in
9 compliance with Labor Code section 2699(1). In addition, Plaintiff shall submit to the
10 LWDA a copy of the Court’s judgment and order approving the Agreement within ten (10)
11 days after entry of judgment or order.

12 13 **IV. THE PARTIES HAVE SETTLED THE PAGA CLAIMS**

14 The claim before this Court is solely the representative claim under PAGA on behalf
15 of the State of California for civil penalties pursuant to the PAGA. The parties have agreed
16 to settle this PAGA claim in its entirety after investigation and an arm’s length mediation
17 session. (Declaration of Kyle Nordrehaug, at ¶4.) The settlement is intended to fully and
18 finally resolve the Released PAGA Claims asserted by Plaintiff on behalf of the State of
19 California. This is only a settlement of the PAGA claims for civil penalties and is not a class
20 settlement and does not release the individual claims, if any, of the PAGA Members, other
21 than any claims under PAGA. This settlement does not release any claim that is not a PAGA
22 claim.⁷ PAGA Counsel Fees equal to one-third of the Gross PAGA Settlement amount
23 (\$200,000), a Service Award of \$5,000 and PAGA Counsel Litigation Expenses in an
24 amount not to exceed \$13,000 will also be paid to PAGA Counsel as part of the settlement in
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28 ⁷ As explained by the Supreme Court in *ZB, N.A.*, 8 Cal. 5th at 196: “Nonparty employees are bound by the judgment in an action under the PAGA, but only with respect to recovery of civil penalties.”

1 accordance with California Labor Code § 2699(g)(1), as set forth in the Agreement.⁸ Lastly,
2 payment to the Administrator in an amount not to exceed \$7,000 to perform the
3 administrative duties to distribute the settlement money shall also be paid. (Declaration of
4 Kyle Nordrehaug, at ¶¶ 4-5.)

5
6 **V. THE PARTIES REQUEST REVIEW AND APPROVAL OF THE**
7 **SETTLEMENT OF THE PAGA CLAIM**

8 Labor Code § 2699(l) requires that the Court “shall review and approve any
9 settlement of any civil [PAGA] action filed pursuant to this part. The proposed settlement
10 shall be submitted to the agency at the same time that it is submitted to the court.”
11 Consequently, the parties respectfully ask the Court to review and approve the settlement of
12 the PAGA claims and the PAGA Payment to be paid as part of the proposed settlement.

13
14 **A. The PAGA Settlement Amount To Be Paid Is Fair And Reasonable**

15 The Parties believe that the PAGA Settlement amount is fair and reasonable and
16 therefore "shall" be reviewed and approved. Here, the Gross PAGA Settlement Amount of
17 \$600,000 is more than other PAGA settlements as it constitutes approximately \$29 per pay
18 period. (Declaration of Nordrehaug, at ¶6.)

19 This PAGA Settlement amount compares favorably to the estimated amount of PAGA
20 penalties. With the assistance of an expert, Plaintiff calculated that the maximum amount of
21 statutory PAGA civil penalties was potentially \$2,066,000 based on 20,660 pay periods
22 applicable to the PAGA Members during the PAGA Period.⁹ (Declaration of Nordrehaug, at
23 ¶6.) Importantly, however, these calculations were performed at the maximum statutory rate

24 ⁸ As set forth in the accompanying Declaration of Kyle Nordrehaug, PAGA Counsel incurred costs
25 in the current amount of \$11,508.12, which is less than the cost allocation in the Settlement
Agreement. See Declaration of Nordrehaug at ¶ 9.

26 ⁹ Stacking is where more than one civil penalty is imposed in a pay period for the same conduct.
27 The valuation of \$2,066,000 is the civil penalty amount without stacking. If stacking is permitted,
28 then the valuation increases with each additional penalty added to each pay period. Plaintiff,
however, is not aware of any PAGA award which permitted stacking and in the cases cited herein,
only one penalty per pay period was assessed.

1 for the penalties, when in fact, it is likely that any penalties awarded would be at a lower
2 rate. California Labor Code Section 2699(e)(1) permits a Court to award a lesser amount
3 than the maximum civil penalty if based on the facts and circumstances to do otherwise
4 would result in an award that is "unjust, arbitrary and oppressive or confiscatory."

5 In *Carrington v. Starbucks Corp.*, 30 Cal. App. 5th 504 (2018), the Court of Appeal
6 affirmed a judgment after trial which only provided for a PAGA penalty of \$5 per pay
7 period. Therefore, at trial, any PAGA penalties awarded could be significantly less than
8 Plaintiff's calculation even where Plaintiff prevailed on the PAGA claim. If the amount of \$5
9 per pay period from *Carrington v. Starbucks* is used, the potential recovery of civil penalties
10 would be only \$103,300, which is far less than this settlement provides. (Declaration of
11 Nordrehaug, at ¶6.)

12 Under PAGA, Courts have considerable discretion to reduce the penalty award. In
13 *Fleming v. Covidien*, 2011 U.S. Dist. LEXIS 154590 (C.D. Cal. 2011), a federal court
14 reduced PAGA penalties from \$2,800,000 to \$500,000, a reduction of 82.2%, because the
15 court found maximum penalties "unjust" because the employees had suffered no injuries.
16 Some trial courts have actually awarded no civil penalties, even when Labor Code violations
17 are established. See *Makabi v. Gedalia*, 2016 Cal. App. Unpub. 1489, *5-7 (2nd Dist. Ct. of
18 App. Mar. 6, 2016) (no PAGA penalties were awarded by the Los Angeles County Superior
19 Court) (unpublished decision); *In re Taco Bell Wage & Hour Actions*, 2016 U.S. Dist.
20 LEXIS 48557, *40-43 (E.D. Cal. Apr. 6, 2016) (PAGA penalties denied after trial).

21 In order to recover any PAGA penalties, Plaintiff would be required at trial to prove
22 each of the underlying Labor Code violations. See *Cardenas v. McLane Foodservice, Inc.*,
23 2011 U.S. Dist. LEXIS 13126, *10 (C.D. Cal. 2011) ("Given the statutory language [of
24 PAGA], a plaintiff cannot recover on behalf of individuals whom the plaintiff has not proven
25 suffered a violation of the Labor Code by the defendant."). Here, Plaintiff would need to
26 prove that each PAGA Member suffered a violation for each period the employee worked in
27 relation to meal or rest period violations, failure to pay minimum wages, failure to pay
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1 overtime and sick pay wages, failure to provide accurate itemized wage statements, failure to
2 reimburse employees for required expenses, and failure to pay wages when due.

3 Defendant maintains that Plaintiff and the PAGA Members were properly
4 compensated, and that it did not violate the Labor Code. Accordingly, Defendant disputes
5 and denies Plaintiff's allegations and claims asserted in both the PAGA Notice and the
6 Operative Complaint, which are resolved by the Agreement. Defendant asserted additional
7 defenses to the PAGA claim, not only as to liability but also as to the amount of the
8 penalties. Defendant could argue that no penalties prior to the PAGA notification should be
9 awarded because the violations were not intentional, and at least one Court has so ruled.
10 These defenses present a risk to the PAGA claims and the potential that some or all of the
11 PAGA penalties sought may not be awarded. (Declaration of Nordrehaug, at ¶7.)

12 Given Defendant's potential defenses to the violations at issue, the risks and costs of
13 continued litigation, Plaintiff and her attorneys believe that the PAGA Settlement is fair and
14 reasonable. (Declaration of Nordrehaug, at ¶7.) Defendant has similarly concluded that it is
15 desirable that the action is settled in the manner and upon the terms and conditions set forth
16 in the Agreement in order to avoid further expense, inconvenience and distraction of further
17 legal proceedings, as well as the uncertainty of litigation. Defendant has determined that it is
18 desirable and beneficial to put to rest the claims in this action and Defendant agrees that the
19 PAGA Settlement is fair, reasonable, and adequate.

20 PAGA Counsel have significant experience litigating wage and hour claims including
21 claims for PAGA penalties, and the PAGA Settlement here is similar to or greater than
22 similar settlements that courts have approved. (Declaration of Nordrehaug, at ¶¶ 7, 10.) The
23 PAGA Settlement, along with the other terms of the proposed settlement, were negotiated by
24 experienced counsel at arm's length with the assistance of a private mediator, Hon. Daniel
25 Buckley (Ret.). (Declaration of Nordrehaug, at ¶7.)

26 As set forth in the accompanying proof of service, the LWDA has been provided
27 notice of this motion and the PAGA settlement. The decision of the LWDA to accept the
28 PAGA Settlement and not oppose the motion should be given considerable weight. This is

1 not a situation where the Court needs to be concerned about the rights of absent employees
2 as in a class settlement, as this PAGA-only settlement does not release the individual claims
3 of absent employees other than PAGA claims, and the LWDA is a sophisticated government
4 entity that is more than able to look out for its own rights.

5 **B. The Remaining Settlement Terms Are Fair And Reasonable**

6 Although PAGA requires that a court approve the proposed PAGA settlement, Labor
7 Code § 2699(1) does not require that a court approve any other elements of the proposed
8 settlement. Because there are no class allegations for which Plaintiff seeks approval, the
9 approval provisions applicable to class settlements under Cal. Code Civil Proc. §382 do not
10 apply. Accordingly, the Court only needs to approve the settlement of the civil penalties
11 sought in the PAGA claim. Nevertheless, as explained herein, the settlement terms for
12 attorneys' fees and costs are reasonable.

13
14 **VI. THE ATTORNEYS' FEES AND COSTS ARE FAIR AND REASONABLE**

15 PAGA Counsel seek approval of attorneys' fees from the PAGA settlement in the
16 amount of \$200,000 representing one-third of the \$600,000 Gross PAGA Settlement
17 Amount. PAGA does not have any requirements for reviewing attorneys' fees, and
18 Plaintiff's position is that the payment of attorneys' fees and costs in this settlement is a
19 matter of contract for contingent representation. Nevertheless, should this Court review the
20 requested attorneys' fees, it is clear that the requested fees and costs are reasonable.

21 First, the requested fees are justified by the result achieved. PAGA Counsel
22 negotiated a recovery of \$600,000.00, and this result justifies the requested fees equal to one
23 third of this recovery. This percentage is within the standard contingent recovery percentage
24 of one-third, and this percentage is what was expressly approved by the Supreme Court in
25 *Laffitte v. Robert Half Int'l Inc.*, 1 Cal.5th 480, 504, (2016); *Amaro v. Anaheim Arena Mgmt.,*
26 *LLC*, 69 Cal. App. 5th 521, 545 (2021) (recognizing that ““fee awards in class actions
27 average around one-third of the recovery”” regardless of ““whether the percentage method or
28

1 the lodestar method is used.” (quoting *Chavez v. Netflix, Inc.*, 162 Cal.App.4th 43, 66, fn. 11
2 (2008)).

3 Second, the fee award is justified by the work performed and contributions to the
4 case. As detailed in the accompanying Declaration of Kyle Nordrehaug at ¶8, the fee award
5 represents PAGA Counsel’s current lodestar of \$149,587.50 with a reasonable multiplier of
6 1.3, with significant additional work to be performed such that the multiplier will ultimately
7 be even less.¹⁰

8 Generally, the Ninth Circuit and California Courts award positive multipliers between
9 2 to 4 times the lodestar to reward counsel for accepting the contingent risks of the litigation
10 or obtaining good results. See, e.g., *Laffitte*, 1 Cal. 5th at 506 (approving one-third fee award
11 with multiplier between 2.03 and 2.13); *Pellegrino v. Robert Half Intern., Inc.*, 182
12 Cal.App.4th 278 (2010) (noting reasonable multipliers of 2.0 to 4.0 are often applied and
13 affirming 1.75 multiplier); *Wershba v. Apple Computer, Inc.*, 91 Cal.App.4th 224, 254
14 (2001) (noting that multipliers can range from 2 to 4 or higher); *Vandervort v. Balboa*
15 *Capital Corp.*, 8 F. Supp. 3d 1200, 1210 (C.D. Cal. 2014) (awarding one-third of fund,
16 which was a 2.52 multiplier of lodestar); *Boyd v. Bank of America*, 2014 WL 6473804, at
17 *11 (C.D. Cal. 2014) (awarding one-third of fund, which was a 2.58 multiplier of lodestar);
18 *Hopkins v. Stryker Sales Corp.*, No. 11-CV-02786-LHK, 2013 WL 496358, at *6 (N.D. Cal.
19 Feb. 6, 2013) (approving fee award that represented a multiplier of 2.76 as falling within the
20 "majority" range for risk multipliers).

21 Third, consideration of the service factors justify the service of the lodestar. Courts
22 multiply the lodestar by a factor to account for the risk of non-payment, delay in payment,
23 the quality of work, and the novelty and difficulty of the issues involved. See *Ketchum v.*
24 *Moses*, 24 Cal.4th 1122, 1132 (2001). Failure to apply a risk multiplier in cases that meet
25 these criteria is an abuse of discretion. *Stetson v. Grissom*, 821 F.3d 1157, 1166 (9th Cir.
26 2016).

27 ¹⁰ A true and correct copy of PAGA Counsel’s billing records are attached as Exhibits #2 and 3 to the
28 Declaration of Kyle Nordrehaug, filed herewith. There are two billing statements because PAGA
Counsel switched billing programs in June 2022.

1 Finally, as to litigation expenses, PAGA Counsel will be recovering litigation
2 expenses in the total amount of \$11,508.12 which is less than the \$13,000 allocation for costs
3 in the Agreement, so the difference of \$1,491.88 will be added to the PAGA Payment
4 amount. These expenses are documented in the accompanying Declaration of Nordrehaug at
5 ¶9.

6
7 **VII. CONCLUSION**

8 Based on the foregoing, Plaintiff respectfully requests this Court approve the PAGA
9 settlement as set forth in the Agreement and enter the proposed order and judgment
10 submitted herewith.

11 Dated: April 10, 2024

**BLUMENTHAL NORDREHAUG BHOWMIK
DE BLOUW LLP**

By: /s/ Kyle Nordrehaug

Kyle Nordrehaug
Attorney for Plaintiff



Court Reservation Receipt

Reservation

Reservation ID: 389553526197	Status: RESERVED
Reservation Type: Motion for Order (Approving PAGA Settlement)	Number of Motions: 1
Case Number: 22PSCV00242	Case Title: JACQUELINE ALVAREZ vs GOLDEN STATE WATER COMPANY, A CALIFORNIA CORPORATION
Filing Party: Jacqueline Alvarez (Plaintiff)	Location: West Covina Courthouse - Department 6
Date/Time: May 21st 2024, 8:30AM	Confirmation Code: CR-8VZ95C2SFWGAJZGQJ

Fees

Description	Fee	Qty	Amount
Motion for Order (name extension)	0.00	1	0.00
TOTAL			\$0.00

Payment

Amount: \$0.00	Type: NOFEE
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