Megan Beaman, SBN 261539
BEAMAN JACINTO LAW PC
77564 Country Club Drive, Suite 340
Palm Desert, CA 92211
Telephone: (760) 698-9626
Email: megan@beaman-law.com

Jennifer Kramer (State Bar No. 203385)
KRAMER BROWN HUI LLP
3600 Wilshire Blvd., Suite 1908
Los Angeles, CA 90010
Telephone: (213) 310-8301
Fax: (213) 310-8302
Email: jennifer@kbhllp.com

Attorneys for Plaintiff JUAN RESENDIZ-LICEA

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF RIVERSIDE

JUAN RESENDIZ-LICEA, as an individual and on behalf of others similarly situated,

Plaintiffs,

vs.

OASIS RANCH MANAGEMENT, INC., a California Corporation; SEA VIEW PACKING, INC., a California Corporation; FRESH-PIC HARVEST, INC., a California Corporation; and DOES 1 through 50, Inclusive,

Defendant.

CASE NO. CVRI2105053

Assigned for all purposes to:
Honorable Harold Hopp, Dept. 1

PLAINTIFFS' MOTION UNDER THE PAGA FOR APPROVAL OF SETTLEMENT OF CIVIL PENALTIES; ATTORNEY'S FEES AND COSTS AND ADMINISTRATION COSTS

FILED CONCURRENTLY WITH THE DECLARATIONS OF JENNIFER KRAMER AND MEGAN BEAMAN

Hearing Date: October 7, 2025
Hearing Time: 8:30 a.m.
Hearing Dept.: 1

Filed Date: October 18, 2021

TO ALL PARTIES AND TO THEIR ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE that on October 7, 2025 at 8:30 a.m., in Department 1 of the Riverside Superior Court, 191 N. First Street, San Jose, CA 95113, the Honorable Howard Hopp presiding, Plaintiff Juan Resendiz-Licea, ("Plaintiff") will move to shall move this Court, under *Labor Code* § 2699, for an Order:

Approving civil penalties sought under the Private Attorney General Act as part of a proposed settlement as follows:

a. Settlement of Plaintiff Juan Resendiz-Licea's individual and representative Private Attorney General Act claims brought on behalf of all aggrieved employees[1] against Defendants Oasis Ranch Management, Inc ("Defendants") for $80,000.00 inclusive of Plaintiff's attorneys' fees and costs and the cost of administration, subject to court approval under Labor Code sections 2699(l)(2) and (g)(1);
b. Dismissal of the action, including Plaintiff's individual claims, with prejudice in its entirety against Defendant;
c. Dismissal with prejudice of Plaintiff's PAGA claims against Defendant;
d. Counsels' request for reasonable attorney's fees in the amount of $20,000.00;
e. Counsels' request for reimbursement of costs in the amount of $29,950.76; and
f. The settlement administrator's costs of $6,000.00.

This Motion is based on this Notice, the supporting Memorandum of Points and Authorities, the Settlement Agreement submitted to the Court herewith, the supporting

[1] As used in this document, "aggrieved employees" mean all non-exempt employees of Defendant employed from October 5, 2020 through the date of entry of an order by the Court in this Action approving this Settlement.

Declarations of Jennifer Kramer and Megan Jacinto Beaman, and any exhibit to that declarations, the pleadings and records on file in this action, of which the Court is requested to take judicial notice under *Evidence Code* §§ 452 and 453, and any oral argument that is permitted at the hearing on the Motion.

DATED: AUGUST 22, 2025

KRAMER BROWN HUI LLP

Jennifer Kramer

Jennifer Kramer
Attorneys for PLAINTIFF

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I. INTRODUCTION

Plaintiff settled this action for civil penalties through the Private Attorney General Act, *Labor Code* § 2698, et seq. ("PAGA"), against Defendant Oasis Ranch Management, Inc ("Defendant"). Concurrently with filing this motion, Plaintiff is submitting the JOINT STIPULATION OF PAGA SETTLEMENT; RELEASE OF PAGA CLAIMS ("Settlement Stipulation") entered into between Plaintiff and Defendant Oasis Ranch Management ("Defendant") to the Labor Workforce Development Agency ("LWDA") for review. Exs. 1 and 2, *Kramer Decl*.

The PAGA portion of the settlement reached with Defendant totals $75,000. Ex. 1, *Kramer Decl*. The settlement is broken down as follows: (1) $19,000 toward PAGA civil penalties; (2) $6,000 in costs to the settlement administrator; (3) $20,000 in proposed attorney's fees and (4) $29,950.76 in costs. Pursuant to the PAGA, of the amount paid in settlement of a claim for civil penalties, 25 percent is payable to the aggrieved employees and 75 percent is payable to the LWDA. *Labor Code* § 2699(i). The settlement includes a dismissal with prejudice by Plaintiff as to his individual claims in exchange for $5,000.

Plaintiff has achieved a decent result in this litigation. The proposed settlement provides for distribution of funds to the LWDA for civil penalties that could have been assessed by the agency. The prosecution and settlement of this action further the dual purpose of labor code enforcement in that it has punished Defendant for causing the alleged violations while deterring it from continuing the practices questioned. *Kramer Decl*., ¶ 5.

Despite the uncertainty of both enforcement and liability of the Defendant under PAGA, Plaintiff successfully advocated for some form of punishment – civil penalty assessment – to further the statutory purpose of PAGA. Altogether, this settlement meets the various standards for approval required by *Labor Code* § 2699(l). Accordingly, this Court should approve the amount of civil penalties provided for in the settlement, the attorney's fees and costs requested and the payment of the settlement administrator.

II. PROCEDURAL BACKGROUND

On October 5, 2021, Plaintiff's Counsel sent a letter to the LWDA, pursuant to California

Labor Code section 2699.3, stating that Plaintiff intended to represent himself and a group of aggrieved employees who were employed by Defendant as non-exempt employees during the PAGA Period. *Kramer Decl*., ¶ 6.

On October 18, 2021, Plaintiff filed his class action Complaint in Riverside County Superior Court, against Defendant, Sea View Packing, Inc., and Fres-Pic Harvest, Inc. alleging the following causes of action: (1) Failure to Indemnify Employee Expenditures and Losses; (2) Failure to Pay Wages and Compensation; (3) Failure to Furnish Accurate Itemized Wage Statements; and (4) Unfair Competition. The Complaint alleged that Defendant, Sea View Packing, Inc. and Fresh-Pic Harvest, Inc. constituted a single employer with common ownership and management and specifically alleged that Defendant, Sea View Packing, Inc. and Fresh-Pic Harvest, Inc. violated California Labor Code sections 200, 201, 202, 203, 204, 226, 226.3, 245-249, 246, 248.5, 256, 510, 558, 860, 1194, 1194.2, 1197, 1198, 2810.5, 2802; California Business & Professions Code section 17200 *et seq*.; and Industrial Welfare Commission Order No. 14-2001 ("IWC Order 14"). *Kramer Decl*., ¶ 7.

On December 17, 2021, Plaintiff filed a First Amended Complaint, adding a cause of action seeking civil penalties under California Labor Code section 2698 *et seq*. for the alleged violation of the various Labor Code provisions and IWC Order 14. *Kramer Decl*., ¶ 8.

On June 24, 2022, the Parties attended private mediation conducted by mediator, Steve Pearl, to attempt to resolve Plaintiff's claims. The mediation was not successful. *Kramer Decl*., ¶ 9.

On January 17, 2024, Plaintiff filed requests for dismissal, dismissing Sea View Packing, Inc. and Fresh-Pic Harvest, Inc. as defendants. *Kramer Decl*., ¶ 10.

On September 1, 2023, Plaintiff filed a Motion for Class Certification on the First Amended Complaint, which Defendant opposed. On April 2, 2024, the Court issued an order denying class certification on the First Amended Complaint, which order was not appealed. *Kramer Decl*., ¶ 11.

On September 25, 2024, Defendant filed a motion for summary judgment, which was denied by this Court on April 11, 2025. *Kramer Decl*., ¶ 12.

III. ARGUMENT

A. The Private Attorney General Act

The Private Attorneys General Act of 2004, California Labor Code sections 2698, *et seq.* ("PAGA")[2] is a mechanism for workers to take on the same role as the California Labor and Workforce Development Agency (the "LWDA") in collecting civil penalties. The statutory purpose of PAGA is to punish employers who engage in labor violations and deter employers from engaging in unlawful conduct from the start. (Punitive damages are rarely if ever allowed in these types of cases. *Brewer v. Premier Golf Properties* (2008) 168 Cal.App.4th 1243, 1252.)

As the California Supreme Court has held, a PAGA action "is fundamentally a law enforcement action designed to protect the public and not to benefit private parties." *Arias v. Superior Court* (2009 46 Cal.4th 969, 986 (distinguishing PAGA actions from class actions; *accord Iskanian v. CLS Transp. Los Angeles, LLC* (2014) 59 Cal.4th 348, 381. The Legislature enacted PAGA because it recognized that "a shortage of government resources"—including inadequate financing and declining staffing levels for labor law enforcement agencies—had led and would continue to lead to the "fail[ure] to effectively enforce labor law violations." *Iskanian,* at 379 (citing *Arias,* at 980-81). Because the Legislature wanted "to achieve maximum compliance with state labor laws," it declared it "in the public interest to allow aggrieved employees, acting as private attorneys general, to recover civil penalties for Labor Code violations." *Id.* (emphasis added). Thus, the plaintiff-aggrieved employee serves as "the proxy or agent" for the state seeking to recover "civil penalties that otherwise would have been assessed and collected by the Labor Workforce Development Agency" ("LWDA"), with 75 percent of any civil penalties recovered to go to the LWDA and "the remaining 25 percent for the 'aggrieved employees.'" *Id.* (citing Cal. Lab. Code § 2699(i).)

A PAGA action "is a representative action on behalf of the state" for civil penalties that is in the public interest, and thus is neither an action for damages under the Labor Code nor an action for restitution. *Iskanian*, 59 Cal.4th at 387 *see Brown v. Ralphs Grocery Co.*

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[2] Because this action was filed before June 19, 2024, the recent PAGA amendments to not apply. Labor Code §§ 2699(v); 2699.2(g), (h); 2699.5(b).

(2011) 197 Cal.App.4th 489, 501 ["The purpose of the PAGA is not to recover damages or restitution, but to create a means of 'deputizing' citizens as private attorneys general to enforce the Labor Code"]. "Imposition of civil penalties has, increasingly in modern times, become a means by which legislatures implement statutory policy." *Heritage Residential Care, Inc. v. D.L.S.E.* (2011) 192 Cal.App.4th 75, 81 (quoting *Hale v. Morgan* (1978) 22 Cal.3d 388, 398). The purpose of these civil penalties is "to secure obedience 'to statutes and regulations validly adopted under the police power,'" and are, thus, not remedial in nature. *Home Depot U.S.A., Inc. v. Superior Court* (2010) 191 Cal.App.4th 210, 225-26 (affirming the constitutionality of PAGA's civil penalty provisions). Thus, as the California Supreme Court explained, statutes providing for recovery of civil penalties "for the protection of the public are . . . broadly construed in favor of the protective purpose, absent exceptional circumstances." *Heritage Residential*, 192 Cal.App.4th at 224 (applying this rule of construction to PAGA and quoting *People ex rel Lundgren v. Superior Court*, 14 Cal.4th 294, 312-13 (1996).)Through PAGA, workers have the right to litigate in the same way as the LWDA. Civil penalties were only collectable by the LWDA prior to its enactment, but under PAGA civil litigants are deputized to collect civil penalties for the state. The only remedy currently available under the PAGA is civil penalties. No other remedies, including unpaid compensation, interest, statutory penalties, or injunctive relief are available under the PAGA. *ZB N.A. v. Superior Court* (2019) 8 Cal.5th 175, 182.

B. Legal standard for the Court's review and approval of the settlement of civil penalties favors approval here

California's labor law enforcement agency, the LWDA, and its constituent departments and divisions are authorized to assess and collect civil penalties for specified violations of the *Labor Code* committed by an employer. With a stated goal of improving the enforcement of existing *Labor Code* obligations, the Legislature adopted the PAGA, *Labor Code* § 2698 et seq., permitting an aggrieved employee to initiate a private civil action to collect penalties.

The penalties collected in private civil actions are to be distributed 75% to the State and 25% to the aggrieved employees. When private parties settle claims for penalties under PAGA, *Labor Code* § 2699(l) dictates: "The superior court shall review and approve any penalties sought as part of a proposed settlement agreement pursuant to this part." There is no noteworthy case law setting forth the standard for a court's review and approval of PAGA penalties.

In reviewing a PAGA settlement, the role of this Court is to determine whether the settlement is "'fair, adequate, and reasonable' as well as meaningful and consistent with the purposes of PAGA." *Moniz v. Adecco USA* (2021) 72 Cal.App.5th 56, 64. The Court must "determine independently whether a PAGA settlement is fair and reasonable," to protect "the interests of the public and the LWDA in the enforcement of state labor laws." *Id.* at 76–77. It must make this assessment "in view of PAGA's purposes to remediate present labor law violations, deter future ones, and to maximize enforcement of state labor laws." *Id*. at 77; see also *Haralson v. U.S. Aviation Servs. Corp*. (N.D. Cal. 2019) 383 F. Supp. 3d 959, 971 ["when a PAGA claim is settled, the relief provided for under the PAGA [should] be genuine and meaningful, consistent with the underlying purpose of the statute to benefit the public …."], quoting LWDA guidance discussed in *O'Connor v. Uber Technologies, Inc*. (N.D. Cal. 2016) 201 F.Supp.3d 1110 (O'Connor).)

The settlement must be reasonable considering the potential verdict value. *O'Connor*, *supra*, 201 F.Supp.3d at p. 1135 [rejecting settlement of less than one percent of the potential verdict]. But a permissible settlement may be substantially discounted, given that courts often exercise their discretion to award PAGA penalties below the statutory maximum even where a claim succeeds at trial. *Viceral v. Mistras Group, Inc*. (N.D. Cal., Oct. 11, 2016, No. 15-CV-02198-EMC) 2016 WL 5907869, at *8–9.

Labor Code § 2699, subdivision (l)(2) provides that "[t]he superior court shall review and approve any settlement of any civil action filed pursuant to" PAGA. The court's review "ensur[es] that any negotiated resolution is fair to those affected." *Williams v. Superior Court* (2017) 3 Cal.5th 531, 549. "[C]lass certification is not required" in this context as in a class action. *Haralson v. U.S. Aviation Servs. Corp*. (N.D. Cal. 2019) 383 F. Supp. 3d 959, 971.

Defendant aggressively litigated this case, denying all liability. Plaintiff conducted broad formal discovery, including depositions. This Court denied Plaintiff's motion for class certification. Defendant then filed a motion for summary judgment, which was denied. *Kramer*

Decl., ¶¶ 11-12.

What gave Plaintiff pause was the financial viability of a now out of operation company to pay a large PAGA award. *Kramer Decl*., ¶ 19. The amount of PAGA penalties is in the discretion of the Court. Plaintiffs' counsel Jennifer Kramer worked on a project for the California Lawyers Association (CLA) – Labor and Employment Section to gather and evaluate the amount of PAGA penalties being awarded by courts after a bench trial. Based on that review, out of the seventy cases reviewed, only eight so far have a court awarding 100% of civil penalties sought. In most other cases there is a wide range of percentages. *Kramer Decl*., ¶ 44, 49(e). Armed with the CLA review of PAGA judgments, Plaintiffs' counsel sought by way of settlement a sufficient assessment of civil penalties to be paid by Defendants to constitute enough to punish and deter it from engaging in future violations of the Labor Code. *Kramer Decl*., ¶ 5.

Based on the data provided by Defendant, Plaintiff's counsel estimated the maximum exposure of the PAGA claim thusly: $50,500 (inaccurate time records = 505 pay periods x $100 per pay period); and $50,500 (expense reimbursement violations = 505 pay periods x $100 per pay period). *Kramer Decl*., ¶ 18. The maximum outcome of civil penalties is $101,000 *Id*. The civil penalties settled for here amounts to 18% of the potential award. *Id*. Given that Defendant is a defunct business, it is extremely unlikely that they will have the financial resources to pay a large judgment, which could result in Defendant declaring bankruptcy. Plaintiff's attorney Jennifer Kramer has conducted four class action wage and hour trials. Her prevailed in three of those four trials. For one of the wage class action trials she conducted, the defendant filed for bankruptcy and discharged the judgment. Based upon the foregoing, unfortunately Ms. Kramer has reservations regarding the ultimate success of Plaintiff's case. *Kramer Decl*., ¶ 19. In consideration of these facts, the history of various similar PAGA decisions that significantly reduce maximum penalties amounts (e.g., 86% reduction) and the risk that Plaintiff may recover nothing, the proposed settlement is fair to those affected and is genuine, meaningful, and reasonable considering the statute's purposes. *Id*.

C. The Attorney's Fees and Costs to be Paid Under the PAGA are Reasonable

Labor Code § 2699(g)(1) allows for an award of reasonable attorney's fees and costs to a prevailing plaintiff in an action under PAGA. Fee statutes are generally enacted in civil rights actions to encourage competent counsel to take on cases where there is a risk the attorney will receive no compensation and wholly front all the costs. Without fee statutes, there would be a lessened incentive to take on contingency-based litigation on behalf of lower wage workers. Market forces are at work and competent counsel need to be able to make a living. PAGA lawsuits further the objections of the California Legislature to penalize employers who engage in unlawful labor practices and fee awards further encourage employers to adhere to the law.

1. The fees sought are reasonable considering the contingency nature of the representation

"California has long recognized, as an exception to the general American rule that parties bear the costs of their own attorneys, the proprietary of awarding an attorney fee to a party who has recovered or preserved a monetary fund for the benefit of himself or herself and others. In awarding a fee from the fund or from the other benefited parties, the trial court acts within its equitable power to prevent the other parties' unjust enrichment." *Lafitte v. Robert Half Intern., Inc.* (2016) 1 Cal.5th 480, 561 (approving percentage of recovery method in wage and hour class action); *Fox v. Hale & Norcross Silver Mtn. Co.* (1895) 108 Cal. 475, 476 (approving fee payment from common fund in early derivative case).

A prevailing PAGA plaintiff is entitled to no more than his or her "*reasonable* [attorney] fees." *Harrington v. Payroll Entertainment Services, Inc.* (2008) 160 Cal.App.4th 589, 594 (emphasis in original); Labor Code § 2699(g)(1). Plaintiffs' counsel's lodestar as of the filing of the first motion seeking settlement approval was in excess of $400,000, which would result in a negative multiplier, an amount well within the bounds of reasonableness in the analogous class action context. *Kramer Decl.*, ¶ 51; *Beaman Decl.*, ¶¶ 4-6.

2. The Reasonable and Necessary Costs Incurred By Counsel Should Be Reimbursed

Counsel seek reimbursement for costs and out-of-pocket expenses. Costs and out-of-pocket expenses are recoverable as incident to a fee award in addition to costs. *See Downey Cares*, *supra*, 196 Cal.App.3d at p. 998, fn. 13. Expenses that should be reimbursed include "photocopying, postage, travel and the like." *Beasely v. Wells Fargo Bank* (1991) 235 Cal.App.3d 1407, 1419.

In this case, Counsel has advanced $29,950.76. *Kramer Decl*. ¶ 57; *Beaman Decl*. ¶ 7. Counsel's expenses were reasonable and necessarily incurred in the prosecution of this action and are reasonable (based upon the same procedures used by Counsel in charging hourly, paying clients), and should be reimbursed.

3. The Settlement Administrator's Costs Should Be Reimbursed

The parties used a fair and neutral process in selecting the settlement administrator. The parties' sought bids from experienced, third-party administrators to serve as the Administrator to provide Notice and to administer the process. The parties propose CPT GROUP, who conducted the *Belaire West* notification process in this case, as administrator for a not to exceed discounted cost of $6,000. *Kramer Decl*., Exhibit 3.

Dated: August 22, 2025 **KRAMER BROWN HUI LLP**

By: Jennifer Kramer
JENNIFER KRAMER, ESQ.
Attorney for Plaintiffs