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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SANTA CLARA

UNLIMITED JURISDICTION

SAMY BAZINE, on behalf of himself and all others similarly situated, and the general public, Plaintiff, v. KELLY SERVICES GLOBAL, LLC, a Michigan limited liability company; KELLY SERVICES USA, LLC, a Michigan limited liability company; MEDI MALL, INC., a North Carolina corporation; COSTCO WHOLESALE CORPORATION, a Washington corporation; and DOES 1 through 50, inclusive, Defendants.	Case No. 22CV394008 [Assigned for all purposes to Hon. Beth McGowan, Dept. 22] **PLAINTIFF'S NOTICE OF MOTION AND MOTION FOR APPROVAL OF PAGA SETTLEMENT AND AWARD OF ATTORNEYS' FEES, ENHANCEMENT AWARD AND REIMBURSEMENT OF LITIGATION COSTS; MEMORANDUM OF POINTS AND AUTHORITIES** [*Filed Concurrently with the Declarations of Shaun Setareh, Samy Bazine; and [Proposed] Final Judgment and Order*] Date: November 12, 2026 Time: 1:30 p.m. Place: Dept. 22 Confirmation Code: HJEY76QU

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

PLEASE TAKE NOTICE that on November 12, 2026, at 1:30 p.m. or as soon thereafter as the matter may be heard in Department 22 of the above-captioned Court located at 161 N. First St., San Jose, CA 95113, Plaintiff Samy Bazine ("Plaintiff") will and does hereby move this Court for an order approving settlement of Plaintiff's penalty claims under the Private Attorneys General Act of 2004 ("PAGA") (Lab. Code §§ 2698 *et seq*.)

The parties have reached and fully executed a settlement that disposes of Plaintiff's matters entirely. However, and pursuant to statute, settlement of PAGA claims requires court approval. Lab. Code § 2699(l). Thus, Plaintiff seeks court approval of the PAGA settlement so that the matter may be dismissed once the parties have complied with all mutual terms and conditions of the settlement. In this Motion, Plaintiff also seeks an order awarding attorneys' fees, enhancement award and reimbursement of litigation costs.

This Motion is based on this Notice of Motion and Motion, the attached Memorandum of Points and Authorities, the Declarations of Shaun Setareh and Samy Bazine in support thereof, all papers and pleadings on file with the Court in this action, all matters judicially noticeable, and on such oral and documentary evidence as may be presented in connection with the hearing on the Motion.

DATED: April 1, 2026

SETAREH LAW GROUP

/s/ Thomas Segal
SHAUN SETAREH
THOMAS SEGAL
FARRAH GRANT
Attorneys for Plaintiff
SAMY BAZINE

MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

Plaintiff Samy Bazine ("Plaintiff") seeks approval of a settlement which provides for a non-reversionary fund of **$150,000.00** the ("Gross Settlement Amount" or "GSA") to settle the single claim for civil penalties under the Private Attorneys General Act of 2004 ("PAGA") (Lab. Code §§ 2698 *et seq*.) he brought, in a representative capacity, against Defendants[1] Kelly Services Global, LLC, Kelly Services USA, LLC (together "Kelly") and Medi Mall, Inc. ("Medi Mall," and with Kelly, "Defendants").[2] The Aggrieved Employees will not have to make a claim in order to recover; instead, they will be mailed their share of the Settlement directly. No money will revert to the Defendants; instead, any uncashed checks will be transmitted to the California Controller's Unclaimed Property Fund in the name of the Aggrieved Employee.

After a full day mediation with mediator Scott Markus, Esq. and having reviewed data provided by Defendants, the Parties were able to reach a Settlement that is now before this Court. After all Court-approved deductions from the GSA common fund – i.e., (1) 331/3% of the GSA (**$50,000.00**) allocated to attorneys' fees, (2) up to $25,000.00 in litigation expenses, of which Plaintiff is seeking **$18,259.68** in costs; (3) **$10,000.00** as a service award to Plaintiff for prosecuting this action; and (4) **$2,649.76** in settlement administration costs – it is estimated that a PAGA Allocation of **$69,090.56** will remain, with 75% (**$51,817.92**) allocated to the California Labor and Workforce Development Agency ("LWDA"), and 25% (**$17,272.64**) allocated to the Aggrieved Employees.

Plaintiff also seeks an award of attorneys' fees to Plaintiff's Counsel, enhancement award, and reimbursement of the litigation costs. Plaintiff's Counsel and Plaintiff have dedicated their time and energy to litigating this case on behalf of the aggrieved employees. Plaintiff's counsel undertook such efforts on a pure contingency with no promise of payment. Plaintiff's Counsel achieved a laudable result in the face of a strong defense asserted by Defendants. For their efforts in achieving the exceptional result

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[1] On or about March 21, 2022, Defendant Costco Wholesale Corporation was dismissed.

[2] A true and correct copy of the PAGA Settlement Agreement ("Settlement") is attached to the Declaration of Shaun Setareh ("Setareh Decl.") as Exhibit "1."

of a **$150,000** GSA, Plaintiff's Counsel seek an award of attorneys' fees in the amount of **$50,000** (331/3% of the gross) as a percentage-of-the-fund and reimbursement of their actual out-of-pocket litigation expenses, which to date are $**18,259.68.**

By any measure, the result here is outstanding, particularly considering the task of litigating a complicated case in the face of contrary precedents, and the risk of non-payment involved in undertaking this litigation. The work performed by Plaintiff's Counsel was extensive. Among other things, Plaintiff's Counsel obtained sample time and pay records for the aggrieved employees, written policies, opposed Motions to Compel Arbitration, filed a demand in arbitration with the American Arbitration Association, prepared a detailed brief in advance of the mediation and incurred $18,259.68 in costs.

Despite the many risks faced by Plaintiff's Counsel, and the difficulty in prosecuting this case, they nevertheless achieved an outstanding result for the aggrieved employees and the State of California. For the reasons set forth herein, Plaintiff respectfully requests for this Court to grant this Motion in its entirety.

II. <u>OVERVIEW OF THE LITIGATION</u>

A. THE LAWSUITS, ALLEGATIONS AND PROCEDURAL HISTORY

This settlement is the culmination of a PAGA lawsuit brought against Defendants. Plaintiff alleges a single PAGA cause of action against Defendants, alleging Defendants failed to: 1) Pay minimum wages for all time worked; 2) Pay overtime and double time wages; 3) Provide compliant meal breaks; 4) Provide compliant rest breaks; 5) Indemnify; 6) Furnish accurate, itemized wage statements, and 7) Timely pay all final wages.

Plaintiff worked for Defendants as an hourly, non-exempt employee from approximately March 2020 through February 21, 2021. (Declaration of Samy Bazine ("Bazine Decl.") ¶ 2.)

On November 30, 2021, Plaintiff sent his PAGA Notice to the LWDA. On February 3, 2022, Plaintiff filed a PAGA action titled *Bazine v. Kelly Services Global, LLC et al.*, Santa Clara Case. No. 22CV394008. (Setareh Decl., ¶¶ 6-7.)

On October 6, 2022, Plaintiff filed a class action complaint ("*Bazine II*") in Santa Clara Superior Court alleging a single claim under the California Business Professions Code (Cal. Bus. & Prof. Code §§ 17200 et seq.) ("UCL") against Defendants. (*Id.*, ¶ 8.)

Kelly removed the complaint to the United States District Court for the Northern District of California, Case No. 5:22-cv-07170-BLF. Following the removal, Defendants moved to compel the action to arbitration and Plaintiff opposed the motion. The Honorable Beth Labson Freeman granted Defendants' motion pursuant to the delegation provision in the arbitration agreement. *Bazine II* was dismissed on September 17, 2025 pursuant to the Parties' stipulation. (*Id.*, ¶ 9.)

On April 19, 2023, in the Action, the Court granted Defendants' motion to compel Plaintiff's individual PAGA claim to arbitration and stay Plaintiff's representative PAGA claim. (*Id.*, ¶ 10.)

On August 8, 2023, Plaintiff filed a demand in arbitration with the American Arbitration Association ("AAA") seeking to arbitrate his individual PAGA claim. The AAA assigned case number 01-23-0003-5316 to the arbitration (the "*Bazine Arbitration*"). The Demand included an individual PAGA claim and sought a determination of whether the UCL claim was arbitrable under the arbitration agreement. The Parties selected Emily Boyle, Esq., to serve as the arbitrator. (*Id.*, ¶ 11.)

On April 24, 2024, Arbitrator Boyle issued her written order finding that Plaintiff's individual UCL claim is arbitrable under the Parties' arbitration agreement. (*Id*., ¶ 12.)

Following mediation on November 12, 2024, the Parties agreed to settle Plaintiff's non-PAGA individual claims against Kelly and Medi-Mall in *Bazine II* and the *Bazine Arbitration*, the terms of which are memorialized in a separate confidential settlement and release agreement. (*Id*., ¶ 15.)

B. SUMMARY OF CLAIMS

The Settlement addresses claims for which Plaintiff seeks civil penalties under PAGA for Labor Code violations that the complaint alleges Defendants committed against Aggrieved Employees during the PAGA Period, as follows:

1. Failure to Provide Proper Meal Breaks: Plaintiff alleges that his and the aggrieved employees' meal breaks were sometimes missed, shortened and/or late. Plaintiff alleges that Defendants imposed so much work on Aggrieved Employees that it made it unlikely for them to be able to take their breaks if they wanted to finish their work on time.

2. Failure to Provide Proper Rest Breaks: Plaintiff alleges that he and the Aggrieved Employees were too busy and would sometimes have to work through their rest breaks. Plaintiff also alleges that Defendants had a policy of not scheduling rest periods as part of each work shift.

3. Failure to Pay Hourly Wages, Off the Clock Work and Overtime: Plaintiff and other aggrieved employees were not paid for performing off-the-clock work. Plaintiff and the aggrieved employees were sometimes required to show up a day before their demo started and spend approximately three (3) to four (4) hours setting up the demo area for the workday ahead. Plaintiff and the aggrieved employees were instructed to put up and take down their demo area before they had clocked in and after they had already clocked out and were not paid for the time spent performing these additional duties. Plaintiff and the aggrieved employees were not paid for this time spent setting up their demo area as it was not classified as a "workday." Additionally, once their demo was completed, typically on Sunday, Plaintiff and the aggrieved employees were sometimes required to stay an extra three (3) hours putting away the demo before they could leave. Plaintiff and the aggrieved employees routinely worked more than seven (7) days in a row without being paid any overtime and/or double time as required by law. Plaintiff and the aggrieved employees regularly performed work before and after their scheduled work hours and were not paid for this time.

4. Failure to Reimburse: Plaintiff alleges that he and aggrieved employees were not reimbursed for using their personal cell phones to perform work. Defendants required Plaintiff and the aggrieved employees to incur expenses which Defendants failed and/or refused to reimburse them for including, but not limited to, use of their personal cellphones to load an application required by Defendants so that they could work and use of their personal cellphones to maintain contact with customers and/or management.

5. Failure to Calculate Regular Rate of Pay: Plaintiff alleges that non-discretionary bonuses based on sales numbers were not included in calculating Plaintiff and aggrieved employee's regular rate of pay.

6. Inaccurate Wage Statements and Failure to Pay Final Wages: Plaintiff alleges that the wage statements of Aggrieved Employees were not accurate because they failed to state all hours worked, and failed to include meal and rest period premiums. Plaintiff alleges that this results in Defendants' failure to pay all final wages due upon separation of employment. (Setareh Decl., ¶ 13.)

C. MEDIATION

On November 12, 2024, Plaintiff and Defendants attended a mediation with mediator Scott

Markus, Esq. The mediation resulted in this settlement. (Settlement, ¶ 2.7.)

In early 2026, the Parties finalized the Settlement.

The Parties and their respective counsel believe this Agreement reflects a fair, adequate, and reasonable settlement of the Action (Setareh Decl*.,* ¶ 15.)

D. NOTICE TO LWDA

The Settlement Agreement and this motion for approval will be submitted to the LWDA, concurrently with this filing. (Setareh Decl., ¶ 38.)

III. OVERVIEW OF THE SETTLEMENT

The complete terms of the Settlement are set forth in Exhibit 1 to the Declaration of Shaun Setareh, filed concurrently herewith. The Settlement provides for a non-reversionary GSA of **$150,000** to be paid by Defendants on behalf of the Aggrieved Employees. (Settlement, ¶¶ 1.13, 3.1.) The essential terms are summarized below.

(a) "Aggrieved Employee(s)" shall mean all individuals employed by Kelly who were assigned to work for Medi Mall at any location in the State of California during the PAGA Period *i.e.* the period from November 30, 2020, through the date of the Court's entry of the Approval Order. (Settlement, ¶ 1.4.)

(b) Defendants agree to pay the GSA of **$150,000** which includes payment to Plaintiff as a representative of the Aggrieved Employees, reasonable attorneys' fees and litigation costs, settlement administration costs, and a payment to the State of California under PAGA.[3] (Settlement, ¶¶ 1.13; 3.2.)

(c) PAGA Allocation: Approximately **$ 69,090.56** will be available for distribution to the Aggrieved Employees and the LWDA. Of this amount, the LWDA will receive 75%, or approximately **$ 51,817.92**, and Aggrieved Employees will receive 25%, or approximately

[3] If the number of pay periods during the PAGA Period is greater than ten percent (10%) above 1,585, then the GSA shall be increased proportionately for each additional pay period worked above the ten percent (10%) buffer. For example, if the number is 11% higher, the GSA will be increased by 1% and total $151,500. In the alternative, the Defendant may elect to shorten the release period to stay within the 10% cushion. (*Id.,* ¶ 8.)

$17,272.64. (*Id.,* ¶¶ 1.27, 3.2.4.)

(d) No later than 30 days after the Effective Date, Defendants shall deposit the GSA with the Settlement Administrator. (*Id.*, ¶ 4.3.)

(e) Defendants agree not to oppose a request for a service fee of $10,000 to be paid to Plaintiff. (*Id.*, ¶ 3.2.2.)

(f) Plaintiff's Counsel will seek 33 1/3% of the GSA (i.e. **$50,000.00)** for attorneys' fees. (*Id.*, ¶ 3.2.1.)

(g) Plaintiff's costs up to $25,000. (*Id.*, ¶ 3.2.1.) The actual costs incurred to date are **$18,259.68**.

(h) Notice to Aggrieved Employees and administration of the Settlement will be accomplished through a third-party settlement administrator, Phoenix Class Action Administration Solutions. (*Id.*, ¶ 7.1.) The Settlement Administrator estimates that, the costs for settlement administration will be **$2,649.76**.

(i) In exchange for the above settlement consideration, Defendants shall be entitled to a *limited* release from each and every Aggrieved Employee, including Plaintiff. (*Id.*, §5.2.)

A. THE RELEASED CLAIMS

Defendants receive a release of PAGA claims as described in the settlement agreement at ¶ 5.2.

B. ADMINISTRATION PROCESS

The Settlement provides for the Settlement Administrator to distribute the Settlement Fund. (*Id.*, ¶ 4.4.)

IV. ARGUMENT

A. STANDARD OF REVIEW

Labor Code section 2699(l)(2) states that "the superior court shall review and approve any settlement of any civil action filed pursuant to this part."

Plaintiff contends, and for the purposes of this motion Defendants do not contest, that the Court should look to: (1) the standard of review used in analogous statutory schemes; (2) Federal court decisions approving PAGA settlements; and (3) the purposes and policies of PAGA.

1. **Analogous Statutory Schemes**

A PAGA case is in the nature of a *qui tam* proceeding. *Iskanian v. CLS Transp. Los Angeles LLC* (2014) 59 Cal.4th 348, 394. California has at least two other statutory schemes whereby an individual may sue on behalf of the State or in the public interest: The California False Claims Act and Proposition 65. Under both schemes, a court must approve a settlement or dismissal of the action.

Under the California False Claims Act, a *qui tam* plaintiff may only dismiss the case with a court's (and the government's) consent. (Gov't Code § 12652(c)(1).) In deciding whether to give consent, a court must take into account "the best interests of the parties involved and the public purposes behind the act." *Id.* Moreover, if a *qui tam* plaintiff objects to a settlement between the government and a defendant, the court can only approve the settlement after finding it is "fair, adequate, and reasonable under all the circumstances." (Gov't Code § 12652(e)(2)(B).)

Similarly, Proposition 65 actions, like PAGA actions, are brought by a private Plaintiff to safeguard public rights. *Consumer Advocacy Group, Inc. v. Kintetsu Enterprises of America* (2006) 141 Cal. App. 4th 46, 63. In addition to complying with specified statutory criteria, Prop 65 settlements may only be approved if: (1) they are "just" and (2) they "serve the public interest." (*Id.* at 61-62.) In making this determination, the *Kintetsu* court described the appropriate inquiry similar to the "fair, reasonable, and adequate" test used in class actions. (*Id.* at 61.) The *Kintetsu* court also stated that, in determining whether to approve a Prop 65 settlement, a court should consider the policies underlying the statute. (*Id.* at 63.)

2. **Federal Cases**

In addition to analogous California law, several federal district court cases have also enunciated a standard for reviewing PAGA actions in the context of larger class action settlements. The federal courts have concluded that a PAGA settlement should only be approved when it is "genuine and meaningful, [and] consistent with the underlying purpose of the statute to benefit the public." *O'Connor v. Uber Technologies* (N.D. Cal. 2016) 201 F. Supp. 3d 1110; *Viceral v. Minstras Group, Inc.* (N.D. Cal. Oct. 11, 2016) 2016 WL 5907869 *9.

3. **The Purposes and Policies of PAGA**

PAGA was passed because the Legislature believed it necessary "to achieve maximum compliance with state labor laws" and "to ensure an effective disincentive for employers to engage in unlawful and anticompetitive business practices." (2003 Cal. Legis. Serv. Ch. 906 § 1(a).) The Legislature further found that, while self-policing efforts have had some success, "in other cases the only meaningful deterrent to unlawful conduct is the vigorous assessment and collection of civil penalties as provided in the Labor Code." (*Id*. at § 1(b).) Through PAGA, the Legislature thus sought to "enlist[] willing citizens in the task of private enforcement," *Iskanian*, 59 Cal.4th at 390. In bringing a PAGA action, "[t]he employee-plaintiff acts as the proxy or agent of the state labor enforcement agencies, representing the same legal right and interest as those agencies…" *Iskanian*, 59 Cal.4th at 394.

As for the interests of the LWDA (in whose shoes Plaintiff stands), its top enforcement priorities are "to vigorously enforce minimum labor standards in order to ensure employers are not required or permitted to work under substandard unlawful conditions…" and to "protect employers who comply with the law from those who attempt to gain a competitive advantage at the expense of their workers by failing to comply with minimum labor standards." (Lab. Code § 90.5(a).)

B. THE SETTLEMENT SHOULD BE APPROVED

1. The Settlement Falls Within the Range of Possible Approval

"The PAGA is limited to the recovery of *civil* penalties." *Villacres v. ABM Industries Inc.* (2010) 189 Cal.App.4th 562, 579. Under PAGA, the default civil penalty for an employer's initial violation is one hundred dollars ($100) per employee per pay period, and two hundred dollars ($200) per pay period for any subsequent violations. (Lab. Code § 2699(f)(2).)

There were approximately 31 Aggrieved Employees during the PAGA Period with 1,585 pay periods during the PAGA Period. (Settlement ¶ 1.10.) If Plaintiff were to prevail on all his causes of action, the realistic maximum penalties would be $564,400.00. Accordingly, a GSA of **$150,000**, or 26% of the potential maximum penalties, is fair and adequate. (Setareh Decl. ¶ 23.)

The Settlement should be approved because it confers a substantial benefit on Aggrieved Employees, while proceeding with litigation would impose significant risk with no guarantee of increased benefits.

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2. Although the Parties Dispute Whether Any Violations Occurred, the Settlement Achieves Compliance With, and Deters Violations of, State Labor Laws

While the Parties dispute whether Defendants' employment practices violate the Labor Code, the significant settlement amount will also serve as a deterrent to similar violations. Accordingly, the proposed Settlement reasonably advances PAGA's purpose by achieving compliance with the Labor Code and deterring similar violations.

3. The Settlement Serves to Enlist Private Citizens in Enforcement of PAGA

Plaintiff also believes the proposed Settlement acts to encourage private enforcement of PAGA. Through the Settlement, Plaintiff may receive a modest incentive payment, Plaintiff's counsel will receive attorneys' fees and costs as determined by the Court, and all Aggrieved Employees will receive a 25% share of the PAGA Allocation.

4. The Settlement Is "Just" and "In the Public Interest"

The proposed Settlement is both just and in the public's interest. First, this settlement reasonably values the PAGA claims as to Defendants. While Plaintiff believes the claims are meritorious and that he would have recovered unreduced penalties, Defendants deny all liability and asserted numerous defenses to the claims. For instance, Defendants point out that they have compliant written policies that were enforced. Defendants assert that trial would require multiple witnesses and be unmanageable.

As set forth in the Declaration of Shaun Setareh, there are multiple risks in this case. For example, as to the off-the-clock claims, those claims would almost certainly turn on a battle of the experts both as to whether the off-the-clock work is occurring, and the frequency of it. Further, it would also be necessary to show that Defendants knew that the off-the-clock work was occurring in order to prevail on these claims. *Brinker Rest. Corp. v. Superior Court,* 53 Cal.4th 1004, 1051 (2012) (holding that for an off-the-clock claim: "liability is contingent on proof [that the employer] knew or should have known off-the-clock work was occurring."

The same is true of the rest period and expense reimbursement claims. As to the meal break claims, as to violations shown in the record Plaintiff would rely on the rebuttable presumption set forth in *Donohue v. AMN Services, LLC,* 11 Cal.5th 58 (2021.) But even there a battle of the experts would pose significant risk as: "[r]epresentative testimony, surveys, and statistical analysis, along with other types of evidence are available as tools to render manageable determinations of the extent of liability." (*Id.* at 77.)

There is also the risk that the trial court which tries the claims would limit the scope of the case and/or the evidence admitted given the discretion conferred under *Estrada v. Royalty Carpet Mills*, Inc., 15 Cal.5th 582, 619 (2024.)

Further, a trial court also has significant discretion to reduce the amount of a PAGA penalties award. Labor Code section 2699(e); *Amaral v. Cintas Corp.,* 163 Cal. App. 4th 1157, 1213 (2008.) For example, in *Fleming v. Covidien*, 2011 WL 7563047 *8 (C.D. Cal. 2011) the court reduced PAGA penalties from $2.8 million to $500,000 which is an 82% reduction.

Nevertheless, Defendants have agreed to pay a GSA of **$150,000** in exchange for a PAGA release involving approximately 31 Aggrieved Employees who were subjected to similar working conditions during the applicable time frame. Accordingly, Defendants are paying an average of **$4,838.71** ($150,000 ÷ 31) per Aggrieved Employee. If the Court grants Plaintiff's application for fees, costs and incentive payment, the State and the Aggrieved Employees will still share approximately **$2,228.72** ($69,090.56÷ 31) per Aggrieved Employee for civil penalties – still a significant and reasonable recovery.

Notably, as set forth in the Setareh Declaration, the settlement amount of $150,000 represents 26% of the estimated realistic potential recovery of $564,400.00. Setareh Decl. ¶¶ 23- 24.

<u>However, the purpose of PAGA is not to compensate employees</u>, who retain any private right of action they may have under the applicable Labor Code provisions. In that respect, each employee will receive a notice that describes this litigation and the settlement sum. Plaintiff contends that this settlement will educate Aggrieved Employees as to the requirements of the Labor Code, something that is in the public interest and consistent with PAGA's purpose. (*See* Lab. Code § 2699(j)) (stating that civil penalties recovered under PAGA shall be distributed to the LWDA for [among other things] "education of employers and employees about their right and responsibilities under this code.")

Because the proposed Settlement is neither unjust nor ignores the public interest, it should be approved.

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C. THE PROPOSED AWARD OF ATTORNEYS' FEES AND COSTS ARE FAIR, ADEQUATE AND REASONABLE TO Plaintiff'S COUNSEL AND SHOULD BE APPROVED

The settlement requires that attorneys' fees, costs, and incentive payment be paid from the common fund. This is appropriate, even in the non-class action context. *Laffitte v. Robert Half International, Inc.* (2016) 1 Cal.5th 480, 561 (approving percentage of recovery method in wage and hour class action).

When attorneys' fees are awarded out of a common fund preserved or recovered by means of litigation, the award is not *per se* unreasonable merely because it is calculated as a percentage of the common fund. *Laffitte,* 1 Cal.5th at 573 ("We join the overwhelming majority of federal and state courts in holding that when class action litigation establishes a monetary fund for the benefit of the class members, and the trial court in its equitable powers awards class counsel a fee out of that fund, the court may determine the amount of a reasonable fee by choosing an appropriate percentage of the fund created.")

Here, Plaintiff's Counsel request attorneys' fees of **$50,000** (331/3% of the GSA) and their actual costs of **$18,259.68.** In view of Plaintiff's Counsel's efforts and risks in pursuing this case, these amounts are well within the range of reasonableness and thus warrant this Court's approval.

Plaintiff and the aggrieved employees, as the prevailing party Plaintiff in settlement, are entitled to recover their attorneys' fees and costs for their wage claims, and the associated interest and penalties. *See* Lab. Code §§ 218.5, 226(e), 1194, 2699(g); Code Civ. Proc. § 1021.5(a); *Earley v. Superior Court* (2000) 79 Cal.App.4th 1420. A fee award is justified where the legal action has produced its benefits by way of a voluntary settlement. *See, e.g.*, *Maria P. v. Riles* (1987) 43 Cal.3d 1281, 1290-1291.

This award is justified here because Plaintiff's Counsel achieved a strong result for the aggrieved employees in an extremely risky case while bearing the substantial burdens of contingency representation and the fees requested are within the market rate. *Vizcaino v. Microsoft Corp.* (9th Cir. 2002) 290 F.3d 1043, 1048-1049. Plaintiff's Counsel has expended time, effort, and money that they could have expended on less risky cases against other defendants.

It is estimated that the average amount each aggrieved employee will receive based on their 25% share of the penalties is **$557.18**. (The aggregate sum provided to employees and the LWDA, assuming all deductions, is **$69,090.56**.)

Plaintiff's Counsel's previous experiences in litigating wage and hour class actions also support the reasonableness of the fee request, as does the caliber of opposing counsel. Plaintiff's Counsel's previous experiences in similar matters were integral in evaluating the strengths and weaknesses of the case against Defendants and the reasonableness of the Settlement. (Setareh Decl., ¶¶ 3-5;) Because it is reasonable to compensate Plaintiff's Counsel commensurate with their skill, reputation, and experience, a fee award of one-third of the GSA is reasonable. Likewise, the caliber and experience of opposing counsel in labor and employment litigation supports the fairness and reasonableness of the requested fee award. *See, e.g.*, *Vizcaino v. Microsoft Corp*. (W.D. Wash. 2001) 142 F. Supp. 2d 1299, 1303.

It is an accepted practice in wage and hour class action settlements to award attorneys' fees to class counsel based on a percentage of the total settlement value agreed upon by the parties. (Setareh Decl., ¶ 28.) California courts have long recognized that an appropriate method for awarding attorneys' fees in class actions is to award a percentage of the common fund. *Serrano v. Priest* ("*Serrano III*") (1977) 20 Cal.3d 25, 48-49.

Equitable considerations also dictate that Plaintiff's Counsel should be rewarded for achieving a valuable settlement without protracted litigation. The Ninth Circuit has recognized that the lodestar method "creates incentives for counsel to spend more hours than may be necessary on litigating a case so as to recover a reasonable fee, since the lodestar method does not reward early settlement." *Vizcaino v. Microsoft Corp.*, 290 F.3d at 1050, n.5. The Ninth Circuit has thus cautioned that, while a lodestar may be used as a crosscheck on the reasonableness of a percentage fee method if a district court in its discretion chooses to do so, a lodestar calculation is not required and "class counsel should [not] necessarily receive a lesser fee for settling a case quickly." *Id.*

Accordingly, because this case presents considerable risks, coupled with the ensuing risks of lengthy appeals and risk of no recovery, the excellent result achieved by Plaintiff's Counsel shows that the amounts allocated to both attorneys' fees and costs under the Settlement warrant final approval.

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1. <u>The Requested Attorneys' Fees Are Also Justified By The Lodestar Method</u>

The lodestar crosscheck "provides a mechanism for bringing an objective measure of the work performed into the calculation of a reasonable attorney fee." *Laffitte*, 1 Cal.5th at 504. Only when the lodestar multiplier is "far outside the normal range" would the trial court "have reason to reexamine its choice of a percentage." *Id.* "[T]rial courts conducting lodestar cross-checks have generally not been required to closely scrutinize each claimed attorney-hour, but have instead used information on attorney time spent to focus on the general question of whether the fee award appropriately reflects the degree of time and effort expended by the attorneys." *Id.* (internal quotations omitted).

Under the lodestar method, the court computes the "lodestar" amount by multiplying the number of hours reasonably extended by each attorney or legal staff member by their reasonable hourly rates. *Serrano III*, 20 Cal. 3d at 48. The court then enhances this lodestar figure by a "multiplier" to account for a range of factors, such as the novelty and difficulty of the case, contingent risk, and the degree of success achieved. *Id.* at 49.

A lodestar crosscheck here confirms that the requested award is more than reasonable. Plaintiff's Counsel has already logged many hours in billable time at their current standard hourly rates, resulting in a lodestar of **$94,170**. (Setareh Decl., ¶ 31-32.) The amount of attorneys' fees Plaintiff's Counsel seek results in a negative multiplier of the actual total lodestar incurred. (*Id.* at 31.) The standard hourly rates for Plaintiff's Counsel – ranging from $275 to $1,150 for attorneys – are reasonable. Plaintiff's Counsel's rates are in line with those charged by experienced class action lawyers who practice on a national scale and below the range of those approved by other courts in similar circumstances. *See Laffey Matrix* http://www.laffeymatrix.com/see.html (last visited March 10, 2026) (setting forth hourly rates from $508 to $1,227 for attorneys of similar experience levels).

Finally, the request for Plaintiff's Counsel's actual litigation costs of **$**18,259.68 is fair and reasonable. (Setareh Decl., ¶ 26.) These costs include but are not limited to over 4 years' worth of filing fees, courier costs, process server costs, expert costs and mediation fees for *Bazine I* and *Bazine II*. It is appropriate to include costs for *Bazine I* and *Bazine II*, because the *Bazine I* case increased Plaintiff's strategic positioning. The fact that Plaintiff had a UCL class action pending (*Bazine II*), with the possibility of the class claims being reinstated if Plaintiff later won an appeal regarding the order granting arbitration, made Plaintiff's bargaining position on the PAGA case *Bazine I* stronger. *Id*. As the evidence submitted herewith shows, all of these costs are documented and reasonably incurred. *Id*. Accordingly, they warrant approval.

D. <u>THE PROPOSED ENHANCEMENT AWARD TO PLAINTIFF IS ALSO FAIR, ADEQUATE, AND REASONABLE AND SHOULD BE APPROVED</u>

Courts routinely approve incentive awards to compensate a named Plaintiff for the services he or she provides and the risks incurred during class and representative action litigation, often in much higher amounts than that sought here. *See, e.g*., *Bell v. Farmers Ins. Exchange* (2004) 115 Cal.App.4th 715, 726.

The Settlement Agreement provides for an enhancement award of $10,000 to the named Plaintiff. (Agreement, ¶ 3.2.2.) Plaintiff contributed significantly to the prosecution and ultimate success of this litigation. (Bazine Decl. ¶ 5.) The requested service award of $10,00 to Plaintiff is warranted. Plaintiff has devoted multiple hours of his time advancing the interests of the aggrieved employees and the State of California. (Setareh Decl., ¶36.) Furthermore, the named Plaintiff is releasing all claims against Defendants in exchange for such enhancement. (Settlement ¶ 5.1).

V. <u>CONCLUSION</u>

For all the reasons discussed above, Plaintiff respectfully requests that this Court approve the motion in its entirety and approve the proposed Settlement.

DATED: April 1, 2026 SETAREH LAW GROUP

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