

John A. Van Hook (SBN 205067)
VAN HOOK LAW FIRM
14156 Magnolia Blvd, Suite 200,
Sherman Oaks, California 91423
Telephone: (310) 592-5884
Email: john@vanhooklawfirm.com

Adrian Byrne (SBN 304020)
THE BYRNE LAW GROUP
8605 Santa Monica Blvd., Suite 48497
West Hollywood, CA 90069
Telephone: (800) 805-4002
Email: adrian@thebyrnelawgroup.com

Attorneys for Plaintiff SERGIO PEDROZA
and All Aggrieved Employees.

SUPERIOR COURT OF CALIFORNIA
COUNTY OF LOS ANGELES – CENTRAL DISTRICT

SERGIO PEDROZA, an individual; on behalf
of himself and all Aggrieved Employees,

Plaintiff,

v.

CHINO STEEL, INC., a California
corporation; RAMIRO MEDINA, an
individual; and
DOES 1-20, inclusive,

Defendants.

Case No.: 22STCV03448

[Hon. Armen Tamzarian, Dept. 52]

**NOTICE OF MOTION AND MOTION FOR
APPROVAL OF SETTLEMENT OF
REPRESENTATIVE PAGA CLAIMS;
MEMORANDUM OF POINTS AND
AUTHORITIES IN SUPPORT THEREOF**

- **DECLARATION OF JOHN A. VAN HOOK (AND EXHIBITS 1-3);**
- **[PROPOSED] ORDER**

Date: March 7, 2023

Time: 9:00 a.m.

Dept.: 52

Reservation ID: 760556277851

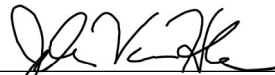
1 **TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD HEREIN:**

2 PLEASE TAKE NOTICE THAT on March 7, 2023, at 9:00 a.m., or as soon thereafter
3 as the matter may be heard in Department 52 of the above-entitled Court, located at 111 North
4 Hill St., Los Angeles CA 90012, Plaintiff Sergio Pedroza, on behalf of himself and all other
5 aggrieved employees and the State of California as a private attorney general, will and hereby
6 does move the Court for an Order approving the Parties' PAGA Settlement Agreement.

7 The Motion is based on this Notice of Motion and Motion; the accompanying
8 Memorandum of Points and Authorities, the Declaration of John A. Van Hook and exhibits
9 thereto (including Exhibit 1, the executed PAGA Settlement Agreement); and on such further
10 oral and documentary evidence which may be submitted at the time of hearing, and on the
11 complete files and records in this action.

12
13 Dated: February 10, 2023

VAN HOOK LAW FIRM
THE BYRNE LAW GROUP

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16 John A. Van Hook

Adrian C. Byrne

17 Attorneys for Plaintiff Sergio Pedroza
18 and all other Aggrieved Employees
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1 **I. INTRODUCTION**

2 Plaintiff Sergio Pedroza (“Pedroza” or “Plaintiff”) and Defendants Chino Steel, Inc.
3 (“Chino Steel”) and Ramiro Medina (“Medina”) (together, “Defendants”, and collectively with
4 Plaintiff, the “Parties”) negotiated a Forty-Five Thousand Dollars (\$45,000.00) representative
5 settlement of this matter under the California Labor Code Private Attorneys General Act 2004,
6 Labor Code section 2698, *et seq.* (“PAGA”). Given the very small number of allegedly
7 “aggrieved employees” and pay periods at issue, this is an outstanding resolution for the State of
8 California and for the allegedly aggrieved employees.

9 For the reasons discussed herein, Plaintiff respectfully requests that this Court grant
10 approval of the PAGA Settlement Agreement (the “PAGA Settlement”) and Order the Parties to
11 take all steps necessary to effectuate the settlement.

12 **II. FACTUAL OVERVIEW**

13 Defendant Chino Steel is a welding and construction company based in Compton,
14 California. Defendant Medina owns Chino Steel and Plaintiff alleged that Medina also was
15 directly involved in personnel decisions for Chino Steel’s employees, including decisions about
16 pay, work hours, and other terms and conditions of employment.

17 Plaintiff began working for Chino Steel in or around September 2020, and he separated at
18 the end of October 2021. Plaintiff performed work as a welder and other related job duties for
19 Defendants’ welding business. Plaintiff was an hourly, non-exempt employee.

20 Defendants’ records reflect that Chino Steel employed only 15 non-exempt employees in
21 California (including Plaintiff) during the relevant time period. *See* Declaration of John. A Van
22 Hook [“Van Hook Decl.”], ¶ 14.

23 **III. PROCEDURAL BACKGROUND**

24 On November 22, 2021, Plaintiff filed a notice of potential claims with the Labor and
25 Workforce Development Agency (“LWDA”), as a prerequisite to filing a claim under PAGA.
26 *See id.*, ¶ 3.

1 On January 27, 2022, following the statutorily required 65-day notice period, Plaintiff
2 filed his Complaint in the Superior Court of California, County of Los Angeles, Case No.
3 22STCV03448. Plaintiff's Complaint asserts nine (9) wage and hour causes of action on behalf
4 of Plaintiff individually. In addition, Plaintiff's Complaint asserts a tenth (10th) cause of action
5 for civil penalties pursuant to PAGA. *See id.*, ¶ 4.

6 Shortly after filing the Complaint, the Parties began to discuss potential resolution and
7 share information relevant to a potential resolution of the PAGA claims. Significantly,
8 Defendants provided Plaintiff with data showing that the group of alleged aggrieved employees
9 was very small – only 15 current and former employees. Given this small group of allegedly
10 aggrieved employees, the amount at issue in potential PAGA penalties would quickly be dwarfed
11 by the Parties' attorney's fees and costs, and protracted litigation would unnecessarily burden the
12 courts. As a result, the Parties focused their efforts on negotiating an early resolution of the case.
13 *See id.*, ¶¶ 5-6.

14 The Parties engaged in formal discovery as well as information exchanges of information
15 and documents. Defendants responded to Plaintiff's formal written discovery requests, including
16 Requests for Production of Documents, Requests for Admission, and Form Interrogatories.
17 Following Defendants' initial responses, Defendants supplemented their responses to these
18 requests. Defendants also produced personnel, payroll and timekeeping documents for Plaintiff.
19 In addition, Defendants produced certain information and documentation relating to the allegedly
20 aggrieved employees, including information regarding their positions, dates of employment, and
21 relevant pay periods. *See id.*, ¶¶ 5-6.

22 In further preparation for mediation and to facilitate analysis of Defendants' PAGA
23 exposure, Plaintiff's counsel also conducted their own investigation, conducting extensive
24 interviews with the Plaintiff, and reviewing relevant policies and procedures applicable to the
25 claims at issue, including overtime pay, meal and rest breaks, among other pertinent issues. *See*
26 *id.*, ¶¶ 7-8.

1 On November 7, 2022, the Parties participated in a full-day private mediation with Judge
2 William Pate (Ret.). At the conclusion of the mediation, the Parties reached an agreement on the
3 principal terms of a settlement of the entire action, including the representative PAGA claims. In
4 addition, the Parties reached a confidential agreement for the resolution of all of Plaintiff's
5 individualized wage and hour claims. Plaintiff will lodge the confidential settlement agreement
6 pertaining to Plaintiff's individual claims with the Court for *in camera* review. *See id.*, ¶ 9.

7 On November 15, 2022, the Parties finalized a memorandum of understanding ("MOU")
8 regarding the settlement. The Parties finalized the PAGA Settlement on February 1, 2023. *See*
9 *id.*, ¶¶ 10-11. Attached as **Exhibit 1** to Van Hook Decl. is a true and correct copy of the PAGA
10 Settlement Agreement.

11 As required by PAGA, concurrently with the filing of this Motion, Plaintiff's counsel
12 submitted the Settlement Agreement to the LWDA for its review. *See id.*, ¶ 18.

13 **A. Summary of Settlement Terms**

14 The PAGA Settlement Agreement provides that Defendants will pay a total of \$45,000
15 (the "Gross PAGA Settlement Fund"), as a non-reversionary settlement fund to settle the
16 representative PAGA claims in this action.

17 The "Aggrieved Employees" for purposes of the PAGA Settlement are all of Chino
18 Steel's non-exempt employees that worked in California at any time between November 23,
19 2020, through November 7, 2022.

20 From the Gross Settlement Fund of \$45,000, the following amounts will be paid, subject
21 to this Court's approval:

- 22 • Plaintiff's Counsel's attorney's fees of 1/3 of the Gross PAGA Settlement Fund
23 (\$15,000.00) in connection with the PAGA claims;
- 24 • Plaintiff's Counsel's out-of-pocket litigation expenses of \$5,000 arising out of the
25 PAGA Claims (including the mediation fee); and
- 26 • PAGA Settlement administration expenses of \$1,750.
- 27 • This results in an estimated Net PAGA Settlement Fund of \$23,250) (i.e., the Gross

PAGA Settlement Fund, minus requested fees, costs, and PAGA settlement administration expenses).

See Ex. 1 to Van Hook Decl.

As required by PAGA, 75% of the Net PAGA Settlement Fund will be paid to the LWDA and the remaining 25% of the Net PAGA Settlement Fund will be distributed among the aggrieved employees on a pro rata basis according to their pay periods during the relevant time period. Data produced in connection with the mediation indicates 15 current and former Aggrieved Employees (including Plaintiff) and a total of approximately 735 pay periods. Recognizing that these figures may vary somewhat, the Parties agreed that the 735 pay periods shall be subject to a 10% buffer, meaning that no additional consideration shall be necessary if the total number of weekly pay periods covered by the PAGA Settlement is not greater than 809. If the total number of pay periods is greater than 809, then the Gross PAGA Settlement Amount shall be increased by a pro-rata amount for those pay periods greater than 809. *See* Van Hook Decl., ¶ 14; Ex. 1.

Payments will be made to the Aggrieved Employees by check to their last known home address, and Aggrieved Employees will not be required to submit a claim form or take any other steps to receive their payment. As this is a PAGA-only settlement, non-PAGA individualized claims (such as claims for alleged unpaid wages, or wrongful termination) of other Aggrieved Employees are not being released by virtue of the PAGA Settlement. *See* Ex. 1 to Van Hook Decl.

Subject to the Court's approval, the settlement administration, including calculation and issuance of payments, will be performed by Phoenix Settlement Administrators ("PSA"), a nationally recognized settlement administrator. Prior to selecting PSA as settlement administrator, Plaintiff's counsel obtained quotes from three different class/PAGA settlement administrators. Attached as **Exhibit 2** to Van Hook Decl. is a true and correct copy of PSA's quote in the amount of \$1,750 for administration of the PAGA Settlement. *See* Van Hook Decl., ¶ 16; Ex. 2.

1 The PAGA Settlement Agreement releases all claims for civil penalties under PAGA
2 arising from the same facts and/or claims alleged in the Action, or related to claims that were
3 pled or that could have been pled under PAGA in the Action, that accrue through November 7,
4 2022. *See* Ex. 1 to Van Hook Decl.

5 The PAGA Settlement Agreement provides for prompt payment of the settlement
6 amounts. On or before the Effective Date, Defendants will provide the PAGA Settlement
7 Administrator with the PAGA Member List, which shall be used solely for the administration of
8 this PAGA Settlement and for no other purpose, and which shall not be shared with any persons
9 or entity not employed by the PAGA Settlement Administrator and working on the
10 administration of this PAGA Settlement. *See id.*

11 Within 21 days after the Effective Date of the PAGA Settlement, Defendants shall
12 deposit the Gross PAGA Settlement Fund with the Settlement Administrator (the “Funding
13 Date”). Within 14 days after the Funding Date, the Settlement Administrator shall cause all
14 Settlement Payments to be paid, including the payment to the LWDA, the payment to the
15 Aggrieved Employees, and the payments to Plaintiff’s Counsel for the approved attorney’s fees
16 and costs.

17 Accompanying the payments to the Aggrieved Employees the PAGA Settlement
18 Administrator shall mail a Notice of Settlement of PAGA Representative Action. Attached as
19 **Exhibit 3** to Van Hook Decl. is a true and correct copy of the Notice of Settlement of PAGA
20 Action. *See* Van Hook Decl., ¶ 17; Ex. 3.

21 **IV. THE SETTLEMENT IS FAIR, REASONABLE, AND SHOULD BE APPROVED**

22 **A. Legal Standard**

23 Under PAGA, an Aggrieved Employee may bring a civil action personally and on behalf
24 of other current or former employees to recover civil penalties for Labor Code violations.
25 *Iskanian v. CLS Transp. Los Angeles, LLC* (2014) 59 Cal.4th 348, 380. Seventy-five percent of
26 any penalties recovered go to the LWDA, leaving the remaining 25% for the employees. *Id.*
27 Labor Code § 2699 (l) provides that “[t]he superior court shall review and approve any penalties

sought as part of a proposed settlement agreement pursuant to” PAGA. “[T]here is no requirement that the Court certify a PAGA claim for representative treatment” as in a class action. *Villalobos v. Calandri Sonrise Farm LP* (C.D. Cal., July 22, 2015, No. CV122615PSGJEMX), 2015 WL 12732709 at *5.

Settlement of a PAGA claim requires that the “Court shall review and approve any penalties sought as part of a proposed settlement agreement pursuant to this part.” Cal. Lab. Code § 2699(1)(2). In contrast to class settlements, there is little case law addressing the standard for approving a PAGA settlement. Courts have found that the PAGA settlement must be reasonable in light of the potential verdict value. *See O’Connor v. Uber Technologies, Inc.* (N.D. Cal. 2016) 201 F.Supp.3d 1110, 1135 (rejecting settlement of less than one percent of the potential verdict). However, PAGA settlement may be substantially discounted given the uncertainties that the plaintiff would prevail, and because courts often exercise their discretion to award PAGA penalties below the statutory maximum, even where a claim succeeds at trial. *See Vicerai v. Mistras Group, Inc.* (N.D. Cal., Oct. 11, 2016, No. 15-CV-02198-EMC) 2016 WL 5907869 at **8-9. *See also Carrington v. Starbucks Corp.* (2018) 30 Cal.App.5th 504 (affirming a judgment which only provided for a PAGA penalty of \$5 per violation, as opposed to the \$100 maximum awardable penalty).

B. The Settlement Is The Product Of Extensive, Arm’s-Length Negotiations.

While PAGA settlements do not need to satisfy the same requirements for class action settlements, in the context of class action settlements, a “presumption of fairness exists where: (1) the settlement is reached through arm’s-length bargaining; (2) investigation and discovery are sufficient to allow counsel and the court to act intelligently; (3) counsel is experienced in similar litigation; and (4) the percentage of objectors is small.” *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 128. *See also Chavez v. Netflix, Inc.* (2008) 162 Cal.App.4th 43, 52–53 and *Cellphone Termination Fee Cases* (2010) 186 Cal.App.4th 1380, 1389-1390.

Notwithstanding that PAGA settlements are not treated as class action settlements, the Parties use the class action settlement standard here because of the dearth of guidance for PAGA

1 settlements approval.

2 Here, with the exception of the percentage of objectors (which is not a factor in the
3 PAGA settlement context) all of these factors are present. The PAGA Settlement Agreement
4 here was the result of extensive arm's-length negotiations between experienced employment law
5 attorneys who are familiar with the substantive legal issues and with complex representative
6 PAGA litigation. The Parties participated in a full-day, private mediation with a highly
7 experienced retired judge and mediator. *See* Van Hook Decl., ¶ 9. Following the general terms of
8 the agreement reached at the mediation, the Parties engaged in further negotiations regarding the
9 terms of the MOU, and the PAGA Settlement Agreement. *See id.*, ¶¶ 10-11.

10 In addition, Plaintiff's Counsel are experienced in the litigation and settlement of
11 complex wage-and-hour cases, including representative PAGA actions. *See id.*, ¶¶ 25-26. Based
12 on their experience litigating similar cases, Plaintiff's Counsel are of the opinion that the PAGA
13 Settlement is fair, reasonable, and adequate and is in the best interests of all Parties, the LWDA,
14 and the Aggrieved Employees, in light of all known facts and circumstances and the risks
15 inherent in litigation. *See id.*, ¶¶ 9-11, 27.

16 **C. Calculation of Maximum Potential Civil Penalty Exposure.**

17 Based on the data provided by Defendants, the Parties estimated in the PAGA Settlement
18 that there were a total of 15 Aggrieved Employees who worked a total of 735 pay periods during
19 the relevant time period (for all putative Aggrieved Employees from November 23, 2020,
20 through November 7, 2022).

21 For purposes of Plaintiff's calculations of the total potential exposure for PAGA
22 penalties, the "initial" penalty rate of \$100 per pay period was applied for all pay periods. *See*
23 *Bernstein v. Virgin Am., Inc.*, 990 F.3d 1157, 1172-73 (9th Cir. 2021) ("subsequent" penalty rate
24 applies only after an employer is notified by a court or the Labor Commissioner that it is
25 violating the Labor Code).

26 The following calculations assume a 100% violation rate, no discretionary reduction of
27 penalties by the Court, and "stacking" of penalties of the three primary predicate violations

advanced by Plaintiff, for unpaid overtime, meal period violations, and rest period violations.

Using this methodology, the maximum PAGA penalty for each distinct violation would be: **\$261,100** (2,611 pay periods x \$100 “initial” penalty rate).

Unpaid wages:	\$73,500
Wage statement violations:	\$73,500
<u>Meal and rest period violations:</u>	<u>\$75,500</u>
Total:	<u>\$220,500¹</u>

The PAGA settlement here is \$45,000, or 20.4% of this estimated PAGA exposure, assuming three separate penalties are assessed for each pay period. Based on an estimated 735 pay periods, the settlement provides for \$61.22 per pay period.

D. The Risks of Further Litigation Are Substantial and the PAGA Settlement Provides Significant Relief for the State and the Putative Aggrieved Employees.

Given the risks and challenges that Plaintiff’s claims would face in extended litigation, and the vigorous substantive and procedural defenses that Defendants would present, Plaintiff and his counsel believe that this is a fair and reasonable settlement, and an excellent outcome for the LWDA and for the Aggrieved Employees. Plaintiff applied various risk discounts to account for the perceived strengths and weaknesses of each claim, as well as Defendants’ anticipated defenses, including manageability issues should the Parties continue litigating. *See Van Hook Decl.*, ¶ 19-24, 27.

1. Uncertainties Regarding Calculation of PAGA Penalties

Plaintiff took into account various risk factors and uncertainties in negotiating the PAGA Settlement, including the following:

¹ Plaintiff contends that he could theoretically pursue PAGA penalties for every Labor Code provision that was allegedly violated. Even if PAGA did permit “stacked” penalties, however, many of these violations would be derivative of each other, and provide arguably redundant penalties. It is quite likely, therefore, that despite the maximum theoretical recovery that might be available from “stacked” penalties, the Court would exercise its discretion to reduce penalties that appeared redundant or excessive. Accordingly, for purposes of settlement, and as discussed further below, Plaintiff believes that this is a reasonable and appropriate method to calculate potential PAGA penalty exposure.

1 **1. The Availability of “Stacked” PAGA Penalties**

2 Plaintiff and his counsel believe that PAGA allows for a separate penalty to be assessed
3 for each pay period *for each violation*. For example, if an employee suffered five separate Labor
4 Code violations in a single pay period, five penalties in the same pay period may be assessed.
5 Some trial court decisions have supported this interpretation. See, e.g., *Schiller v. David’s Bridal,*
6 *Inc.* (E.D. Cal. July 14, 2010) 2010 WL 2793650 at *6 (finding that PAGA penalties may be
7 stacked in determining the amount in controversy); *Smith v. Brinker Intern., Inc.* (N.D. Cal.
8 May 5, 2010) No. 10-CV-213-VRW, 2010 WL 1838726, at *2-6 (stacking PAGA penalties in
9 determining the amount in controversy in an individual action and granting motion to remand);
10 *Pulera v. F & B, Inc.* (E.D. Cal. Aug. 19, 2008) No. 2:08-CV-275-MCE, 2008 WL 3863489,
11 at *2-3 (concluding that the amount in controversy was not met despite stacking all PAGA
12 penalties).

13 Defendants, however, contend that only a single penalty may be assessed per pay period,
14 regardless of the number of different Labor Code provisions violated during that pay period.
15 Defendants argue that this reading is supported by, among other things, the language of Section
16 2699(f)(2): “the civil penalty is one hundred dollars (\$100) for each aggrieved employee for pay
17 period for the initial violation and two hundred dollars (\$200) for each aggrieved employee per
18 pay period for each subsequent violation.” As the statute does not explicitly state that this
19 amount is multiplied by the number of violations, Defendants contend that only a single penalty
20 may be assessed for each employee for each pay period. While Plaintiff certainly disputes this
21 statutory interpretation, Plaintiff recognizes the lack of certainty, including the lack of appellate
22 authority, as to how trial Courts would interpret the statute.

23 In Plaintiff’s calculations set forth above, Plaintiff “stacked” three separate penalties
24 representing the primary predicate Labor Code violations advanced by Plaintiff. However, absent
25 the availability of “stacked” penalties, the maximum PAGA penalty that Plaintiff could recover –
26 no matter the number of violations he could prove at trial – would be **\$73,500**. If that were the
27 case, the settlement of \$45,000 represents *more than 61%* of the total potential PAGA penalties.

2. The Trial Court's Discretion to Reduce PAGA Penalties

As Defendants have vigorously argued throughout these settlement negotiations, even if Plaintiff were to prevail on some or all of his PAGA claims, the statute gives trial courts the discretion to reduce the penalties actually awarded. *See* Lab. Code § 2699(e)(2) (allowing reductions of penalties where the full amount would be “unjust, arbitrary and oppressive, or confiscatory”). Moreover, as long as the Court awards some penalties, the statute imposes no limit to the reduction that a Court can make in a PAGA award. Defendants have argued that this Court could (and should) greatly reduce any penalty award against them. While Plaintiff disputes that a substantial discount would be appropriate, the Court's wide discretion to reduce penalties is a substantial uncertainty that Plaintiff and his counsel properly considered in reaching this settlement.

Likewise, in light of this judicial discretion (and the other uncertainties surrounding PAGA), courts have approved significantly *lower* PAGA settlements involving many more employees and pay periods. *See, e.g., Navarro v. Ordaz Cultured Marble & Onyx, Inc.*, 2015 U.S. Dist. LEXIS 21374, *2-3 (N.D. Cal. 2015) [approving \$20,000 PAGA settlement]; *Franco v. Ruiz Food Prods., Inc.*, 2012 U.S. Dist. LEXIS 169057, *14 (E.D. Cal. 2012) [approving PAGA penalties in amount of \$10,000 for 2,055 employees asserting wage and hour violations]; *Garcia v. Gordon Trucking*, 2012 U.S. Dist. LEXIS 160052, *3 (E.D. Cal. 2012) [approving \$10,000 in PAGA penalties for 1,868 employees in wage and hour case]; *Chu v. Wells Fargo Investments, LLC*, 2011 U.S. Dist. LEXIS 15821, *1 (N.D. Cal. 2011) [approving PAGA penalties of \$7,500 for 2,752 employees in wage and hour action].

In light of these potential issues, this PAGA Settlement is an outstanding result for the State of California (which will receive 75% of the Net Settlement Fund) and the Aggrieved Employees (which will receive the remaining 25% on a pro-rata basis).

3. Defendants' Legal Defenses

Throughout this litigation, including in the settlement negotiations and in the settlement agreement, Defendants steadfastly argue that Plaintiff would lose his PAGA claims if they were

1 tried because Defendants complied with their obligations under the Labor Code. As to Plaintiff's
2 claims for unpaid wages and overtime, Defendants have argued that they had lawful timekeeping
3 and payroll policies, that they had a valid rounding policy, and that any unpaid wages were *de*
4 *minimis*. Defendants also argue that they provided meal periods and authorized and permitted
5 employees to take rest periods, and that any non-compliant meal and rest periods were the result
6 of decisions by the employees themselves, and not the result of Defendants' actions. Further,
7 Defendants also argue that their wage statements are accurate and complete, arguing that
8 Plaintiff's theories of recovery on wage statement penalties are factually and legally
9 unsupported. While Plaintiff rejects these various defenses, they have not been tested in
10 litigation, raising substantial risks and uncertainty that some or all of Plaintiff's PAGA claims
11 might be defeated on the merits if this litigation continued.

12 Further, even if Plaintiff were to prevail on all of his PAGA claims, it is far from certain
13 that Plaintiff could prove that *every aggrieved employee* suffered a violation in *every pay period*,
14 as is assumed by Plaintiff's estimate of potential PAGA penalties.

15 **4. Defendants' Manageability Arguments**

16 Defendants have argued that Plaintiff's PAGA claims suffer from manageability
17 problems, which might cause the Court to narrow the scope of claims and/or the scope of the
18 Aggrieved Employees. For example, Defendants argue that the off-the-clock and meal and rest
19 period claims are based on individualized, fact-specific circumstances that are not appropriate for
20 representative adjudication. While Plaintiff contend that PAGA, unlike class actions, do not have
21 a manageability requirement, Plaintiff recognizes the current uncertainty in the law regarding the
22 application of this defense.

23 **D. The Requested Fees and Litigation Costs are Reasonable and Appropriate.**

24 PAGA allows a prevailing plaintiff to obtain attorneys' fees and costs. Labor Code §
25 2699(g). The U.S. Supreme Court has recognized that "a lawyer who recovers a common fund
26 for the benefit of persons other than himself or his client is entitled to a reasonable attorney's fee
27 from the fund as a whole." *Boeing Co. v. Van Gemert* (1980) 444 U.S. 472, 478. *Accord*,

1 *Serrano v. Priest* (1977) 20 Cal.3d 25, 38 (trial courts have equitable power to award attorneys'
2 fees and costs when a litigation proceeding in a representative capacity secures a substantial
3 benefit); *Laffitte v. Robert Half International, Inc.* (2016) 1 Cal.5th 480, 503. This guidance
4 should equally apply to representative settlements under PAGA.

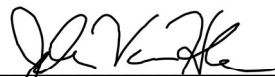
5 Plaintiff's counsel requests an award of attorney's fees of \$15,000, or 1/3 of the PAGA
6 settlement sum, which is typical in class and PAGA settlements. Plaintiff's counsel's litigation
7 costs are also reasonable, as Plaintiff seeks \$5,000 for reimbursement of out-of-pocket litigation
8 costs, including a portion of the fees incurred for the private mediation. Plaintiff's litigation costs
9 are described more fully in the concurrently filed Declaration of John A. Van Hook.

10 **V. CONCLUSION**

11 For the foregoing reasons, Plaintiff respectfully requests that this honorable Court
12 approve the proposed PAGA Settlement Agreement and direct the Parties to take all steps
13 necessary to effectuate its terms.

14
15 Dated: February 10, 2023

VAN HOOK LAW FIRM
THE BYRNE LAW GROUP

17 

18 John A. Van Hook

Adrian C. Byrne

19 Attorneys for Plaintiff Sergio Pedroza
20 and all other Aggrieved Employees
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Journal Technologies Court Portal

Make a Reservation

SERGIO PEDROZA vs CHINO STEEL, INC., A CALIFORNIA CORPORATION, et al.

Case Number: 22STCV03448 Case Type: Civil Unlimited Category: Other Employment Complaint Case

Date Filed: 2022-01-27 Location: Stanley Mosk Courthouse - Department 52

Reservation

Case Name:

SERGIO PEDROZA vs CHINO STEEL, INC., A CALIFORNIA CORPORATION, et al.

Case Number:

22STCV03448

Type:

Motion re: (Motion for Approval of PAGA Settlement)

Status:

RESERVED

Filing Party:

Sergio Pedroza (Plaintiff)

Location:

Stanley Mosk Courthouse - Department 52

Date/Time:

03/07/2023 9:00 AM

Number of Motions:

1

Reservation ID:
760556277851

Confirmation Code:
CR VU7BPSJZ3HEKJEVFP

Fees

Description	Fee	Qty	Amount
Motion re: (name extension)	60.00	1	60.00
Credit Card Percentage Fee (2.75%)	1.65	1	1.65
TOTAL			\$61.65

Payment

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██████████	██████████

Payment Date:
1969-12-31

 Print Receipt

 Reserve Another Hearing

STATE OF CALIFORNIA)
)
COUNTY OF LOS ANGELES)

I am employed in the State of California, County of Los Angeles. I am over the age of 18 and not a party to this action. My business address is VAN HOOK LAW FIRM, 14156 Magnolia Blvd., Suite 200, Sherman Oaks, CA 91423. I am a member of the State Bar of California.

- **NOTICE OF MOTION AND MOTION FOR APPROVAL OF SETTLEMENT OF REPRESENTATIVE PAGA CLAIMS; MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT THEREOF**

Carol A. Gefis
Michele L. Collender
ATKINSON, ANDELSON, LOYA, RUUD &
ROMO
20 Pacifica, Suite 1100
Irvine, CA 92618
cgefis@aalrr.com
michele.Collender@aalrr.com

Adrian C. Byrne
THE BYRNE LAW GROUP
adrian@thebyrnelawgroup.com

Sergio Pedroza

[X] **STATE.** I declare under the penalty of perjury, under the laws of the State of California, that the above is true and correct.


John A. Van Hook