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Attorneys for Plaintiff JASMIN CHUA
on behalf of herself and all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF RIVERSIDE

JASMIN CHUA on behalf of herself and all
others similarly situated,

Plaintiff,

vs.

CSL ASSOCIATE GROUP, INC. d/b/a KISCO
SENIOR LIVING, a Delaware Corporation, and
DOES 1-10, inclusive,

Defendants.

CASE NO.: CVRI2105259

[Assigned for all purposes to the Hon. Harold W.
Hopp Dept. 1]

**PLAINTIFF'S NOTICE OF MOTION AND
MOTION FOR APPROVAL OF PAGA
SETTLEMENT**

(Declaration of Anthony Draper and [Proposed]
Order filed concurrently herewith)

Date: February 26, 2025
Time: 8:30 a.m.
Dept.: 1

RESERVATION #920690865694

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

2 **YOU ARE HEREBY NOTIFIED THAT** on February 26, 2025 at 8:30 a.m., or as soon
3 thereafter as the matter can be heard, in Department 1 of the above entitled Court located at 4050
4 Main Street, Riverside, CA 92501, before the Honorable Harold W. Hopp, Plaintiff Jasmin Chua
5 moves, unopposed, for entry of an order and judgment approving: (1) the Parties' PAGA Settlement
6 Agreement and all terms therein, settling Plaintiff's PAGA claims pursuant to Labor Code section
7 2699(l)(2); (2) the Gross Settlement Amount ("GSA") of Three Hundred Fifteen Thousand Dollars
8 (\$315,000); (3) appointment of Simpluris, Inc. as the Settlement Administrator and approving
9 payment of its fees in the amount of Seven Thousand Dollars (\$7,000) from the GSA; (4) directing
10 disbursement of the Gross Settlement Amount pursuant to the terms of the Settlement Agreement;
11 (5) directing payment to Plaintiff's counsel in the amount of One Hundred Ten Thousand Two
12 Hundred and Fifty Dollars (\$110,250), (35% of the GSA) for attorneys' fees and litigation costs in
13 the amount of Fourteen Thousand Three Hundred and Twelve Dollars and Thirty-Two Cents
14 (\$14,312.32), all paid from the GSA; and (6) dismissing this action with prejudice.

15 This motion will be based on this Notice, the supporting memorandum of points and
16 authorities, the Declaration of Anthony Draper, which includes the Joint Stipulation of PAGA
17 Settlement and Release agreement as Exhibit 1, the documents and records on file in this matter, and
18 such additional arguments, authorities, and evidence and other matters as may be presented by the
19 Parties hereafter. The Labor Workforce Development Agency has been served with this motion and
20 the Settlement Agreement as set forth in the accompanying proof of service.

21
22 Dated: December 30, 2024

JAMES HAWKINS APLC

23
24 By 
25 Isandra Fernandez
26 Anthony Draper
27 Attorneys for Plaintiff
28 Jasmin Chua

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1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. INTRODUCTION**

3 Through this unopposed Motion for Approval of Paga Settlement (“Motion”), Jasmin Chua
4 (hereinafter “Plaintiff”), seeks approval of a settlement of the Private Attorneys General Act of 2004,
5 California Labor Code § 2698 *et seq.* (“PAGA”) claims asserted in this action against Defendant
6 KSL Associate Group, Inc. (“Defendant” and/or “KSL”). In accordance with California Labor Code
7 § 2699(l), Plaintiff now asks this Court to review and approve the settlement of Plaintiff’s PAGA
8 claims. This is a settlement **only** of the PAGA claims asserted for civil penalties. This settlement is
9 not a class settlement, nor does it release the individual wage claims, if any, of the Aggrieved
10 Employees¹ Cal. Labor Code § 2699(g)(1); *Iskanian v. CLS Transportation*, (2014) 59 Cal. 4th 348,
11 381.

12 The PAGA settlement terms are set forth in the accompanying Joint Stipulation of PAGA
13 Settlement and Release agreement (“Settlement Agreement” or “Settlement”). (See Declaration of
14 Anthony Draper “Draper Decl.”; **Exhibit 1** filed concurrently herewith). The Labor Workforce and
15 Development Agency (“LWDA”) received notice of this Settlement Agreement, and this Motion as
16 set forth in the accompanying proof of service. A Proposed Order approving the PAGA settlement is
17 submitted herewith. Plaintiff respectfully requests this Court to approve the PAGA Settlement.

18 **II. STATEMENT OF THE CASE AND THE SETTLEMENT**

19 **A. The Parties**

20 KSL operates and manages senior living communities throughout California, including a
21 community in Riverside County. Plaintiff Jasmin Chua was employed by Defendant from
22 approximately June 2017 through March 17, 2021 as a non-exempt employee. Plaintiff worked for
23 Defendant as a Resident Assistant at one of Defendant’s communities in California. The Settlement
24 Aggrieved Group consists of all current and former non-exempt California employees who worked
25 at the Byron Park location at 1700 Tice Valley Blvd., Walnut Creek, California 94595 from
26 November 17, 2020 through December 31, 2023 (“SAG” or “SAG Member”) (Settlement

27 _____
28 ¹ Plaintiff executed separate individual settlement agreement of her individual claims against Defendant, including a 1542 waiver.

1 Agreement, ¶¶ 24, 26.)

2 **B. The Procedural History**

3 On November 17, 2021, Plaintiff commenced this Action against Defendant by filing a class
4 action Complaint alleging causes of action based on purported Labor Code violations. Plaintiff's
5 Complaint claims that Defendant: failed to pay all minimum and overtime wages; failed to provide
6 compliant meal and rest periods; failed to issue accurate itemized wage statements; failed to timely
7 pay wages; and engaged in unfair competition. (Draper Decl. ¶ 2.)

8 On November 17, 2021, Plaintiff also provided timely written notice to the LWDA and to
9 Defendant of Plaintiff's intent to pursue a Labor Code section 2698 Private Attorney General Act
10 ("PAGA") claim. (Draper Decl. ¶ 3.) On February 18, 2022, Plaintiff filed a First Amended
11 Complaint adding a Seventh Cause of Action for Civil Penalties under PAGA. (*Id.*) Plaintiff
12 subsequently filed a request to dismiss the class action claims against Defendant without prejudice
13 because Plaintiff signed a binding arbitration agreement releasing such claims. The Court approved
14 dismissal of the class claims on June 13, 2022. (Draper Decl. ¶ 4.)

15 **C. SAG Counsel's Investigation**

16 Counsel for Plaintiff ("SAG Counsel" and/or "Plaintiff's counsel") engaged in informal
17 discovery of Defendant's alleged Labor Code violations, which specifically targeted evaluating the
18 strength and value of the PAGA and class claims in preparation for a resolution of this Action.
19 (Draper Decl., ¶ 5.)

20 SAG Counsel obtained and reviewed multiple documents, including (i) Plaintiff's employee
21 file and wage statements, (ii) policy documents relating to the employment of Plaintiff and other
22 aggrieved employees, and (iii) timekeeping and payroll data for a randomly-selected sample of the
23 aggrieved employees relating to the number of alleged violations and the value of the recoverable
24 penalties. (Draper Decl., ¶ 6.)

25 Based on the information and documents produced by Defendant, SAG Counsel was able to
26 (i) determine the total number of distinct individuals falling within the definition of Settlement
27 Aggrieved Group for the relevant statutory period, and (ii) construct a damage model that calculated
28 the maximum realistic amount of PAGA penalties that could be levied against Defendant within the

1 PAGA Period. Defendant, however, disputed (and continues to dispute) Plaintiff's claims and
2 disputed both the existence of and extent of liability as alleged by Plaintiff. (Draper Decl., ¶ 7.)

3 Based on SAG Counsel's experience in litigating many similar "representative" wage and
4 hour claims, the degree of investigation that was conducted, and the amount of data that was
5 obtained, there was sufficient evidence to determine the potential value of the PAGA claims, and to
6 evaluate their strength for purposes of settlement. (Draper Decl., ¶¶ 8, 21-26.)

7 **D. Settlement Negotiations**

8 On November 9, 2023, the Parties participated in a full-day mediation before experienced
9 wage and hour mediator Daniel J. Turner, Esq. At the conclusion of the mediation, the Parties were
10 unable to reach a settlement, however negotiations continued with the assistance of the mediator. A
11 mediator's proposal was ultimately accepted by both Parties in March 2024. (Draper Decl., ¶ 9.)
12 After further negotiations, multiple discussions and exchanges of the proposed settlement agreement,
13 the Parties agreed to the final terms of the agreement as set forth in the Settlement Agreement that is
14 now before the Court for approval. (Draper Decl., ¶ 10., Exh. 1.) On December 30, 2024, Plaintiff
15 submitted the Settlement Agreement, concurrently with the filing of this motion, to the LWDA.
16 (Draper Decl., ¶ 11.)

17 **E. The Proposed Settlement**

18 The Settlement Agreement sets forth the terms of the Settlement reached by the Parties,
19 including the following key points:

20 1. Defendants agree to settle this matter for the payment amount of Three
21 Hundred Fifteen Thousand Dollars (\$315,000) ("Gross Settlement Amount" "GSA"). (Settlement
22 Agreement, ¶ I.)

23 2. Settlement Administration Costs, not to exceed \$7,000, to be paid to
24 Simpluris, Inc., a neutral, third-party, settlement administration company selected by the Parties to
25 administer the Settlement. (Settlement Agreement, ¶ 1.2.)

26 3. SAG Counsel seeks an award of attorneys' fees not to exceed 35% of the GSA
27 (\$110,250 and reasonable litigation costs in the amount of \$14,312.32, which is less than that
28 allowed for by the Settlement (costs not to exceed \$20,000). (Settlement Agreement, ¶ V.A.4(a.))

1 4. The total sum available for payment of PAGA penalties shall be calculated by
2 deducting the payment of SAG Counsel attorney’s fees and costs and Settlement Administration
3 costs, as stated above, from the \$315,000 Gross Settlement Amount, netting \$183,437.68 for the Net
4 Settlement Amount (“NSA”). (Settlement Agreement, ¶¶ II.14.; V.A.4(a) and(b))

5 5. Seventy-five percent (75%) of the NSA, or \$137,578.26 shall be distributed to
6 the LWDA (“LWDA Payment”), and the remaining twenty-five percent (25%) or \$45,859.42 shall
7 be distributed to the SAG Members on a pro-rata basis, determined by the number of PAGA Pay
8 Periods worked by each individual during the PAGA Period. (Settlement Agreement, ¶ II.14.)

9 6. Effective on the date when Defendant fully funds the entire Gross Settlement
10 Amount Plaintiff and SAG Members will release claims against all Released Parties as follows:

11 Any and all claims to recover civil penalties pursuant to PAGA for violations of
12 the Labor Code during the SAG Period that were alleged in the LWDA Notice
13 letter that Plaintiff submitted to the LWDA prior to filing this Action and the
14 Complaint in this Action including PAGA penalties premised on violations of
Labor Code sections 201, 202, 203, 204, 206, 210, 212, 226, 226.3, 226.7,
227.3, 510, 512, 1174, 1174.5, 1194, 1197, 1197.1, 1198, and 1199.

15 (Settlement Agreement, ¶¶ II.25.; VI.)

16 7. For any PAGA Member whose PAGA payment check remains uncashed
17 after 180 days, the Administrator shall transmit the unclaimed funds the California Controller's
18 Unclaimed Property Fund in the name of the Aggrieved Employee. (Settlement Agreement, ¶
19 V.B.7.)

20 **III. THE PARTIES REQUEST APPROVAL OF THE SETTLEMENT OF THE**
21 **PAGA CLAIM**

22 The claim before this Court is a representative claim on behalf of the State of California for
23 civil penalties pursuant to the PAGA. The Parties have agreed to settle this PAGA claim in its
24 entirety after informal discovery, the exchange of pre-mediation information, and an arm’s length
25 mediations. (Draper Decl., ¶¶ 5 -7.) Labor Code § 2699(l) requires that the Court “shall review and
26 approve any settlement of any civil [PAGA] action filed pursuant to this part. The proposed
27 settlement shall be submitted to the agency at the same time that it is submitted to the court.”
28 Consequently, the Parties respectfully ask the Court to review and approve the settlement of the

1 PAGA claim and the payments to be paid as part of the proposed settlement.

2 **A. The PAGA Settlement Amount is Fair and Reasonable**

3 The proposed settlement plan complies with California Labor Code sections 2699(i) and
4 provides benefits to the State of California and the SAG Members and is within the range of
5 acceptable settlements. Under the Settlement Agreement, Defendants have agreed to pay a Gross
6 Settlement Amount of \$315,000, which includes the individual settlement payments to the SAG
7 Members, PAGA Payments, SAG Counsel’s Attorneys’ Fees and Costs, and Settlement
8 Administration Costs. (Settlement Agreement ¶¶ 1.12.) The Settlement Agreement is intended to
9 fully and finally resolve the PAGA claims asserted by Plaintiff on behalf of the State of California.
10 Importantly, this is only a settlement of the PAGA claim for civil penalties. It is not a class
11 settlement and does not release the individual labor code claims, if any, of the SAG Members. This
12 settlement does not release any claim that is not a PAGA claim.

13 After deducting the SAG Counsel’s Attorneys’ fees and Costs, Settlement Administration
14 Costs, the remaining Net Settlement Amount is estimated to be \$183,437.68. Seventy-five percent
15 (75%) of this amount, or \$137,578.26 shall be distributed to the LWDA, and the remaining twenty-
16 five percent (25%) or \$45,859.42, shall be distributed to SAG Members. (Settlement Agreement, ¶¶
17 II.14; V.A.4(a.))

18 **1. The Settlement is Presumptively Fair**

19 A settlement agreement that is “the product of extensive and hard-fought adversarial
20 negotiations between the Parties” is entitled to a presumption of fairness. (*Wershba v. Apple*
21 *Computer, Inc.*, (2001) 91 Cal.App.4th 224, 245) Here, the settlement is presumptively fair because:
22 (1) it is the product of non-collusive, arm’s-length negotiations that were overseen by an
23 independent mediator knowledgeable in complex labor and employment matters; (2) it was
24 negotiated by counsel with significant experience in similar complex labor and employment matters;
25 and (3) it occurred after counsel for the parties engaged in significant investigation to evaluate the
26 strength and potential value of the PAGA claim, and the risks of litigating these claims through trial.
27 (*Dunk v. Ford Motor Co.*, (1996) 48 Cal. App. 4th 1794, 1802. (Draper Decl., ¶¶ 5-10, 21-26.)

28 As discussed herein, after engaging in informal discovery, extensive discussions, and an

1 exchange of information and documents, the Parties participated in a full day mediation to attempt
2 resolution of the lawsuit. (Draper Decl., ¶¶ 5-10.) With the assistance of the mediator, the Parties
3 were able to settle this matter given the strengths and weaknesses of the PAGA claims. (*Id.*)

4 SAG Counsel has extensive experience in representative and class action wage-and-hour
5 litigation and used that experience to achieve favorable results for Plaintiff, the State of California,
6 and the aggrieved employees. (Draper Decl. ¶¶ 21-24.) Plaintiff respectfully submits that the Court
7 should give considerable weight to the competency, experience, and opinion of counsel and the
8 involvement of a neutral mediator in assuring that the settlement was a product of hard-fought, arms-
9 length, negotiations that was entered into without collusion. *Dunk*, 48 Cal. App. 4th at 1802-03; *see*
10 *Mardirossian & Assocs., Inc. v. Ersoff*, (2007) 153 Cal. App. 4th 257, 272 (relevant factors in
11 determining reasonableness of fees include counsel’s skill and experience); *Kirkorian v. Borelli*,
12 (N.D. Cal. 1988) 695 F. Supp. 446, 451 (opinion of experienced counsel is entitled to considerable
13 weight); *Boyd v. Bechtel Corp.*, (N.D. Cal. 1979) 485 F.Supp. 610, 616-17, 622 (recommendations
14 of plaintiffs’ counsel should be given a presumption of reasonableness); *see also Clark v. Am.*
15 *Residential Servs. LLC*, (2009) 175 Cal. App. 4th 785, 798 (use of a mediator indicates that the
16 settlement is not the product of collusion); *Satchell v. Fed. Express Corp.*, (N.D. Cal. Apr. 13, 2007)
17 No.: C03-2659 SI, 2007 U.S. Dist. LEXIS 99066, *17 (stating that the “assistance of an experienced
18 mediator in the settlement process confirms that the settlement is non-collusive”).

19 2. The Relative Strength of the PAGA Claims and the Range of Possible Outcomes in
20 the Litigation Strongly Favor Approval of the Settlement

21 The settlement is reasonable in light of the risks and uncertainties associated with the PAGA
22 claims in this case. The relative strength of the PAGA claim brought by Plaintiff weighs in favor of
23 the Court finding that the Settlement is fair and reasonable, as Defendant maintained numerous
24 defenses to the theories of penalty-liability put forward by Plaintiff that, if successful, had the
25 potential to eliminate any recovery or significantly reduce any penalties ultimately awarded.

26 This case addresses alleged violations of employee protections embodied in the California
27 Labor Code— namely, that non-exempt employees: (1) were not paid proper wages earned for all
28 hours they worked including proper minimum and/or overtime compensation; (2) were not permitted

1 to take their full statutorily authorized rest and meal periods or paid one (1) hour of pay at the
2 employees regular rate of compensation for each workday that the meal period and/or rest period
3 that was not properly provided, in violation of Labor Code §§ 226.7 and 512; (3) were not properly
4 paid at termination; and (4) were not provided accurate itemized wage statements, in violation of
5 Labor Code § 226(a).

6 The PAGA claims for failure to pay lawful wages are premised on allegations that, due to the
7 demands of the work shift, Plaintiff and SAG Members were not paid for time spent “off the clock”
8 under the direction and control of Defendant. Additionally, Plaintiff contends that Defendant
9 implemented a time clock rounding system that underpaid employees. (Draper Decl., ¶ 12.) The
10 PAGA claims for failure to provide compliant rest and meal breaks are likewise also based on
11 allegations that, due to the demands of the shift, Plaintiffs and Aggrieved Employees were unable to
12 take lawful meal and/or rest breaks. (*Id.*) The PAGA claims based on Defendant’s alleged failure to
13 pay timely wages and provide accurate itemized wage statement are derivative of the failure to pay
14 wage and premium wages claims. (*Id.*)

15 Defendant disputes Plaintiff’s claims and contend that it complied with California law
16 including properly paying for all time worked, providing compliant meal periods, authorizing and
17 permitting compliant rest breaks, providing accurate itemized wage statements and timely paying
18 final wages. (Draper Decl. ¶ 13.) Defendant contends that not every pay period at issue involved an
19 alleged Labor Code violation subject to civil penalties. (*Id.*) Defendant further denies that any SAG
20 Member, including Plaintiffs, was “aggrieved” under PAGA. (*Id.*) Defendant additionally
21 maintained that Plaintiff and SAG Members entered into arbitration agreements that required,
22 pursuant to *Viking River Cruises, Inc. v. Moriana*, (2022) 142 S. Ct. 1906, that Plaintiff and SAG
23 Members individually arbitrate their individual PAGA claims. Defendant specifically disclaims any
24 liability to Plaintiff or any of the allegedly aggrieved employees or the LWDA for any alleged
25 violation of rights, or for any alleged violation of the California Labor Code or Industrial Welfare
26 Commission Wage Orders. (Draper Decl. ¶14.)

27 Moreover, Defendant maintains that even if the Court did award penalties, the Court could
28 significantly reduce the penalties awarded based on the discretionary factors contained in Labor

1 Code §2699(e)(2) (“In action by an aggrieved employee . . . , a court may award a lesser amount
2 than the maximum civil penalty amount specified by this part if, based on the facts and
3 circumstances of the particular case, to do otherwise would result in an award that is unjust, arbitrary
4 and oppressive, or confiscatory.”) (Draper Decl. ¶ 15.) These factors weighed heavily in the analysis
5 of the claims.

6 Based on these factors and defenses, which had the potential to completely eliminate or
7 significantly reduce Plaintiff’s recovery, the range of realistic “litigation outcomes” on Plaintiff’s
8 PAGA claims was defined by a “maximum possible liability” of approximately \$814,200 assuming
9 Plaintiff could prove the alleged violations occurred, which Defendant denies. This figure attributes
10 a \$100 penalty to each of the estimated 8,142 pay periods in scope during the PAGA period. (Draper
11 Decl. ¶ 16.) The figure also assumes that there is a 100% violation rate during the PAGA period,
12 such that every single pay period in question involved at least one Labor Code violation, despite
13 disputes regarding Defendant’s liability (*Id.*). From there, Plaintiff applies the full amount of the
14 default initial penalty provided under PAGA, despite the Court’s discretion to reduce the penalty
15 structure and award lower than the default amounts. (*Id.*) Defendant does not concede that the
16 default penalty, in whole or in part, is applicable to all of Plaintiff’s alleged claims. (*Id.*)

17 While Plaintiff asserts multiple theories of recovery, Plaintiff reasonably believe that
18 “stacking” the potential penalties attendant to each underlying Labor Code violation would not be
19 proper because such penalties are predicated on the same purported underlying conduct. Nor are
20 each of the statutes cited that Plaintiff alleges were violated, independently actionable. Thus, the
21 maximum potential exposure for the singular PAGA claim does not and should not reflect the sum of
22 the potential exposure for each underlying alleged Labor Code violation.

23 Where a party asserts “one primary right, and but one violation of that right, the complaint
24 states but one cause of action, even though two or more theories of recovery are alleged.” *Plotnik v.*
25 *Meihaus*, (2012) 208 Cal. App. 4th 1590, 1612. “Double or duplicative recovery for the same items
26 of damage amounts to overcompensation and is therefore prohibited.” *Id.*; *Renda v. Nevarez*, (2014)
27 223 Cal. App. 4th 1231, 1236-37 (recognizing “the rule prohibiting double recovery for the same
28 harm.”). California federal courts have also recognized this prohibition and noted that plaintiffs

1 cannot “pile one penalty on another for a single substantive wrong.” *Smith v. Lux Retail N. Am., Inc.*,
2 (N.D. Cal. June 13, 2013); 2013 WL 2932243, at *3; *Castillo v. ADT, LLC*, (E.D. Cal. Jan. 25, 2017)
3 2017 WL 363108, at *4 (“penalties cannot be ‘stack[ed]’ on top of each other”).

4 The estimated valuations attributed to the claims for purposes of settlement, including the
5 range of violation and resulting potential PAGA penalties are as follows, which, again, were not
6 added together in calculating the maximum potential liability due to the unavailability of stacking:
7 (Draper Decl. ¶ 17.):

8 **a. Failure to Pay Wages Due**

9 This claim is premised on allegations Plaintiff and SAG Members were not paid for time
10 under Defendant’s direction and control. Specifically, Plaintiff alleges that Defendant required
11 employees to undergo temperature checks prior to the start of each shift beginning in May, 2020.
12 These temperature checks were done before Plaintiff and SAG Members clocked in for their shifts
13 for which they did not receive compensation.

14 Plaintiff also alleges that Defendant used automatic time rounding for time punches for clock
15 in and clock out times which resulted in underpayment of wages to Plaintiff and SAG Members.
16 Defendant adamantly disputes Plaintiff’s allegations that she and SAG Members were not properly
17 compensated for all hours worked and claim that the time clock rounding was neutral with only a
18 few instances of potential underpayment. Taking into consideration the nature of the claim and
19 Defendant’s defenses thereto, this claim was valued in the 60% to 40% violation rate and thus
20 between \$488,520 and \$244,260 in estimated maximum PAGA penalties. (Draper Decl. ¶ 17(a).)

21 **b. Meal Period Claim**

22 The meal period claim is based on allegations that Plaintiff and SAG Members were required
23 to have their company-issued walkie-talkie type radios on during their meal and rest breaks in case
24 they were contacted regarding work. Thus, they were not provided a duty-free meal period.
25 Defendant disputes Plaintiff’s allegations and contends that Defendant’s meal break policy and
26 practice is compliant. Defendant asserts that neither Plaintiff nor SAG Members were required to
27 have any radios on during their meals nor were they prohibited from taking compliant meal periods.
28 Defendant further contends that meal break premiums were paid during the PAGA Period for non-

1 compliant meal breaks. Taking into consideration the nature of the claim, Defendant's defenses and
2 issues faced due to *Brinker Rest. Corp. v. Super. Ct.*, (2012) 53 Cal. 4th 1004 ("*Brinker*"), this claim
3 was valued in the range of 30% to 20% violation rate and thus between \$244,260 and \$162,840 in
4 estimated maximum PAGA penalties. (Draper Decl. ¶ 17(b).)

5 **c. Rest Period Claim**

6 As with the meal period claim, the rest period violation claim is based on the same
7 allegations with respect to the radio and that also, due to time constraints and work requirements,
8 Plaintiff and SAG Members worked without being able to take a compliant ten (10) minute rest
9 break, or any rest break at all, during their work shifts. Defendant disputes Plaintiff's allegations and
10 contend that Plaintiff and SAG Members were allowed to take compliant rest breaks during their
11 work shifts. Defendant also asserts that Plaintiff lacked any evidence that any individual was not
12 authorized or permitted to take compliant rest periods and noted the unmanageability of such a
13 claim, due to the fact that rest periods are not recorded. Taking into consideration the nature of the
14 claim, Defendant's defenses and issues faced due to *Brinker*, this claim was valued in the range of
15 15% to 5% violation rate and thus between \$122,130 and \$40,710 in estimated maximum PAGA
16 penalties. (Draper Decl. ¶ 17(c).)

17 **d. Failure to Timely Pay Wages Due at Termination**

18 This claim is derivative of the underlying claims. Defendant once again asserts that no
19 unpaid wages are owed as Defendant did not fail to pay the correct wages owed, including overtime
20 or minimum wages, nor did they owe and/or fail to pay premium wages for meal and/or rest breaks.
21 For purposes of settlement negotiations, said claim was valued in the range of 30% to 20% violation
22 rate and thus between \$244,260 and \$162,840 in estimated maximum PAGA penalties. (Draper
23 Decl. ¶ 17(d).)

24 **e. Failure to Provide Accurate Itemized Wage Statements**

25 This claim is derivative of the underlying claims based on allegations that Defendants failed
26 to state the correct hours worked, the correct applicable hourly rate and correct total wages earned.
27 Defendant denies that it provided inaccurate wage statements. For purposes of settlement
28 negotiations, said claim was valued in the range of 15% to 5% violation rate and thus between

1 \$122,130 and \$40,710 in estimated maximum PAGA penalties. (Draper Decl. ¶ 17(e).)

2 The above factors and analysis, including the potential for the PAGA claims to be completely
3 eliminated or significantly reduced, weigh heavily in favor of resolution by way of the compromise
4 set forth in the Settlement. In the view of SAG Counsel, the benefit conferred by the proposed
5 Settlement is fair, reasonable, and adequate under the circumstances, as it reflects a reasoned
6 compromise which takes into consideration the risks inherent in this case which had the potential to
7 completely eliminate recovery. (Draper Decl. ¶ 18.)

8 3. The Benefits Conferred by the Settlement Favor Approval

9 The Settlement Agreement provides a monetary benefit that falls well within “the range of an
10 acceptable settlement” under the circumstances. Here, after all deductions are made for
11 administration, attorneys’ fees and costs, approximately \$183,437.68 will be paid out, of which
12 \$137,578.26 (*i.e.*, 75%) will go to the LWDA, and \$45,859.42 (*i.e.*, 25%) will go to SAG Members,
13 as required by Labor Code § 2699(i). (Settlement Agreement, ¶ V.A.1.) Although these calculations
14 will not be made until after approval, a rough estimation of the value to the approximately 280
15 individuals falling within the definition of PAGA Member may be gleaned from the fact that an
16 equal division would provide about \$164.00 to each SAG Member, net of payments to the LWDA,
17 to the Settlement Administrator, and of attorney’s fees and costs.

18 This result is favorable, as settlements of PAGA claims impacting thousands of individuals
19 have been approved as reasonable for amounts far less than the payment in this case. *Franco v. Ruiz*
20 *Food Prods.*, 2012 U.S. Dist. LEXIS 169057, 41-42 (E.D. Cal. Nov. 27, 2012) (“Defendant has
21 agreed to pay \$10,000 as civil penalties pursuant to the PAGA ... Of the \$10,000, 75 percent
22 (\$7,500) will be paid to the State of California, and the remainder (\$2,500) will benefit the class . . .
23 the Court finds that the PAGA payment is set at a reasonable amount, and it shall be approved.”);
24 *Garcia v. Gordon Trucking, Inc.*, (E.D. Cal. Oct. 29, 2012). LEXIS 160052, 21-22 (“GTI agrees to
25 allocate \$10,000 to Plaintiffs’ PAGA claims, and will pay \$7,500 to the LWDA, and \$2,500 to
26 participating Class Members on a pro-rata basis. This comports with settlement approval of PAGA
27 awards in other cases. . . therefore, the Court will approve the allocation of the Settlement to
28 Plaintiffs’ PAGA claim.”); *Schiller v. David's Bridal, Inc.*, (E.D. Cal. June 11, 2012) 2012 U.S. Dist.

1 LEXIS 80776, 40 (“Pursuant to the Settlement Agreement, the Parties have agreed to pay \$7,500 to
2 the California Labor and Workforce Development Agency . . . the Court finds that the PAGA
3 Payment is set at a reasonable amount, and recommends that it be approved.”); *Gong-Chun v. Aetna*
4 *Inc.*, 2012 U.S. Dist. LEXIS 96828, 45-46 (E.D. Cal. July 11, 2012) (“Pursuant to the Settlement
5 Agreement, Defendant has agreed to pay \$15,000 to the California Labor and Workforce
6 Development Agency . . . the Court finds that the PAGA payment is set at a reasonable amount, and
7 it shall be approved.”).²

8 Thus, notwithstanding the existence of issues having the potential to completely eliminate
9 recovery on the PAGA claim, the Settlement Agreement not only achieves a recovery that exceeds
10 PAGA awards routinely approved by the courts, but it also recovers monies for aggrieved employees
11 which they otherwise would not receive.

12 **B. The Settlement Avoids the Risks and Costs of Continued Litigation**

13 Plaintiff recognizes the expense and length of continued proceedings necessary to litigate the
14 matter through trial and any possible appeals and have also considered the uncertainty and risk of the
15 outcome of further litigation, and the difficulties and delays inherent in such litigation based upon
16 the burdens of proof. (Draper Decl., ¶ 19.) Plaintiff is also aware of the burdens of proof necessary to
17 establish liability, both generally and in response to Defendant’s defenses thereto, and the difficulties
18 in establishing Defendant’s liability for, and the right to recover, penalties on behalf of Plaintiff, the
19 State of California, and the other purported aggrieved employees. (*Id.*)

20 Additionally, there is a real possibility that Plaintiff would recover nothing, either for herself
21 or on behalf of the State of California or other aggrieved employees, after years of costly and labor-
22 intensive litigation. Avoiding these risks and the likelihood of future contentious litigation, which
23 would involve significant costs, favors settlement. (Draper Decl., ¶ 20.)

24 _____
25 ² The number of aggrieved employees in the instant action falls within the range of the above-cited
26 actions. *Franco*, 2012 U.S. Dist. LEXIS 169057, 14 (“2,055 Class Members were ultimately identified”);
27 *Garcia*, 2012 U.S. Dist. LEXIS 160052, at 12 (class comprised of “approximately 1,869 individuals”);
28 *Schiller*, 2012 U.S. Dist. LEXIS 80776, 16 (“3,327 California Class members were ultimately identified”);
Gong-Chun, 2012 U.S. Dist. LEXIS 96828, 18 (“2,051 California Class Members were ultimately
identified”).

1 A crucial factor in evaluating the value of a PAGA-only case is that all PAGA awards are
2 discretionary and can be reduced by the Court.³ California Labor Code Section 2699(e)(1) permits a
3 Court to award a lesser amount than the maximum civil penalty if, based on the facts and
4 circumstances, to do otherwise would result in an award that is “unjust, arbitrary and oppressive or
5 confiscatory.” For example, in *Carrington v. Starbucks Corp.*, (2018)30 Cal. App. 5th 504, the Court
6 of Appeal affirmed a judgment after trial that only provided for a PAGA penalty of \$5 per pay
7 period. Given this precedent, there is a risk at trial that any PAGA penalties awarded could be
8 significantly less than Plaintiff’s calculation even where Plaintiff prevailed on the PAGA claim.

9 In other words, were this matter to go to trial, any award granted would be at the discretion of
10 the Court. While Plaintiff maintains that her PAGA claim has merit, in reaching the settlement,
11 Plaintiff and her counsel took into account the strengths and weaknesses of each side's position and
12 the uncertainty associated with continued litigation, trial, and/or appeals.

13 **C. Notice of the Settlement was Provided to the LWDA**

14 As set forth in the accompanying proof of service, the LWDA was provided notice of this
15 Motion and the Settlement Agreement. The decision of the LWDA to accept the PAGA settlement
16 and not oppose the Motion should be given considerable weight. This is not a situation where the
17 Court needs to be concerned about the rights of absent employees as in a class settlement, as this
18 PAGA-only settlement does not release the individual claims of absent employees, and the LWDA is
19 a government entity that is more than capable of looking out for its own rights.

20 **IV. SAG COUNSEL IS ENTITLED TO RECOVER REASONABLE FEES AND**
21 **COSTS**

22
23 ³ Under PAGA, courts have considerable discretion to reduce the penalty award. In *Thurman v. Bayshore*
24 *Transit Management, Inc.*, 203 Cal.App.4th 1112, 1135-1136 (2012), the court found no abuse of discretion
25 when the trial court reduced the penalty by 30 percent based on the facts of the case, ruling that “[t]o do
26 otherwise under the particular facts and circumstances of this case would be unjust, arbitrary, oppressive, and
27 confiscatory.” Some trial courts have actually awarded no civil penalties, even when Labor Code violations
28 are established. See *Makabi v. Gedalia*, 2016 Cal. App. Unpub. 1489, *5-7 (2nd Dist. Ct. of App. Mar. 6,
2016) (no PAGA penalties were awarded by the Los Angeles County Superior Court) (unpublished decision);
In re Taco Bell Wage & Hour Actions, No. 1:07-cv-01314-SAB, 2016 U.S. Dist. LEXIS 48557, *40-43 (E.D.
Cal. Apr. 6, 2016) (PAGA penalties denied after trial).

1 Pursuant to the terms of the Settlement, SAG Counsel seeks attorneys' fees of \$110,250 and
2 reimbursement of litigation costs of not more than \$14,312.32, all falling within the bounds
3 authorized by the Settlement Agreement. (Settlement Agreement, ¶ V.A.4 (a).) SAG Counsel's
4 entitlement to an award of attorneys' fees and costs is warranted on multiple independent grounds.
5 Further, the amount of fees requested falls well within the range of reasonableness under applicable
6 standards. The amount requested constitutes a "percentage of the fund" deemed reasonable in similar
7 wage and hour settlements of this size and approved by California courts. This is not only warranted
8 based on the contingency risk SAG Counsel agreed to incur for the benefit of the State of California
9 and Aggrieved Employees, but also based on the hard fought and beneficial results achieved. Based
10 thereon, Plaintiff's counsel respectfully requests that the Court enter an order approving the fee and
11 cost amounts requested.

12 **A. SAG Counsel is Entitled to Recover Reasonable Fees as a Matter of Right**

13 Plaintiff's counsel is entitled to recover attorneys' fees under the "common fund" doctrine as
14 a matter of right. As held by the U.S. Supreme Court, "a lawyer who recovers a common fund for
15 the benefit of persons other than himself or his client is entitled to a reasonable attorney's fee from
16 the fund as a whole." *Boeing Co. v. Van Gemert* (1980) 444 U.S. 472, 478.

17 Courts have long recognized the "common fund" or "common benefit" doctrine, under
18 which attorneys who create a common fund or benefit for a group of persons may be awarded their
19 fees and costs to be paid out of the fund. *Serrano v. Priest* ("Serrano III") (1977) 20 Cal.3d 25, 34,
20 quoting *D'Amico v. Board of Medical Examiners* (1974) 11 Cal.3d 1; *Glendale City Employees'*
21 *Ass'n v. City of Glendale* (1975) 15 Cal.3d 328, 341 fn.19; *Quinn v. State of California* (1995) 15
22 Cal.3d 162, 167; *see also Boeing Co. v. Van Gemert* (1980) 444 U.S. 472, 478; *Mills v. Electric*
23 *Auto-Lite Co.* (1970) 396 U.S. 375, 391-392.

24 The California Supreme Court has held that, "when a number of persons are entitled in
25 common to a specific fund, and an action brought by a Plaintiff or Plaintiffs for the benefit of all
26 results in the creation or preservation of that fund, such Plaintiff or Plaintiffs may be awarded
27 attorneys' fees out of the fund." *Serrano III*, 20 Cal.3d at 34, quoting *D'Amico*, 11 Cal.3d 1; *Mills*,
28 396 U.S. at 391-392 (endorsing the common fund approach in class actions). The percentage-of-the-

1 fund approach appears to be the preferred method of awarding fees in traditional common fund
2 cases, such as this case. Where the settlement amount is a “certain or easily calculable sum of
3 money,” use of the percentage-of-the-fund method is appropriate. *Serrano III*, 20 Cal. 3d at 35. In
4 *Glendale City Employees’ Association v. City of Glendale* (1975) 15 Cal.3d 328, 341 fn.19, the
5 California Supreme Court upheld an attorneys’ fee award based on a percentage of the common
6 benefit obtained in a lawsuit by a city employees’ association for retroactive wages:

7 It is not necessary to find this suit a proper class action in order to uphold the
8 portion of the judgment awarding counsel for Plaintiffs’ 25 percent of all
9 retroactive salaries and wages received. That award may be sustained under the
10 rule that a litigant who creates a fund in which others enjoy beneficial rights may
11 require those beneficiaries to pay their fair share of the expense of litigation
12 [citations omitted].

13 Numerous appellate courts have similarly found. *E.g.*, *Knoff v. City & Cty. of San Francisco*
14 (1969) 1 Cal.App.3d 184, 203-204 (court upheld a “contingent percentage” award of attorneys’ fees
15 in a representative action as the proper exercise of the court’s broad equitable powers); *Rider v.*
16 *County of San Diego* (1992) 11 Cal.App.4th 1410, 1423 (attorneys’ fees and expenses properly
17 awarded from common benefit composed of illegally imposed sales and use tax); *Parker v. Los*
18 *Angeles* (1974) 44 Cal.App.3d 556, 567-568 (court upheld fee award equal to one-third of the
19 damages to owners of residential property in an inverse condemnation action).

20 Thus, as SAG Counsel has expended a significant amount of time and money to secure a
21 \$315,000 settlement fund for the LWDA and Aggrieved Employees [*Schiller*, 2012 U.S. Dist.
22 LEXIS 80776, at 43 (“A common fund results when ‘the activities of the party awarded fees have
23 resulted in the preservation or recovery of a certain or easily calculable sum of money-out of which
24 sum or ‘fund’ the fees are to be paid.’”)], and in doing so, have exclusively borne the risk of loss for
25 such expenditures of time and expenses (as the LWDA elected not to take the case after receiving
26 the PAGA Notice), PAGA Counsel is entitled to reasonable fees from that fund under applicable
27 precedent.⁴

28

⁴ Plaintiff’s counsel is also entitled to recover attorney’s fees and costs as a matter of right under the
PAGA statute [Labor Code § 2699(g)(1) (“Any employee who prevails in any action shall be
entitled to an award of reasonable attorney’s fees and costs.”)], and under C.C.P. § 1021.5, as the

1 **B. The Fee Amount Requested is Reasonable and Routinely Awarded**

2 In addition to the forgoing, SAG Counsel requests attorneys’ fees in the amount of \$110,250
3 or not more than 35% of the \$315,000 Gross Settlement Amount. Attorney’s fees may be calculated
4 in one of two ways: the percentage method (a percentage of the common fund or settlement value); or
5 the lodestar-multiplier method (reasonable hours multiplied by reasonable hourly rates multiplied by
6 an amount more or less than 1.0 to account for factors such as the risks taken and results achieved.)
7 *Laffitte v. Robert Half International, Inc.*, (2016) 1 Cal.5th 480, 489.

8 The starting point for determining the appropriateness of attorney’s fees is to assess the
9 amount of time spent by the attorneys working for the class. *Lealao v. Beneficial California, Inc.*,
10 (2000) 82 Cal.App.4th 19, 24-25. Under this approach, this Court can assess the reasonableness of the
11 requested fees by comparing it to the amount of work performed. It is not an abuse of discretion to
12 choose one method over another as long as the method chosen is applied consistently using
13 percentage figures that accurately reflect the marketplace. *Chavez v. Netflix, Inc.*, (2008) 162
14 Cal.App.4th 43, 65.

15 Taking into account the contingency risk SAG Counsel agreed to incur for the benefit of the
16 State of California (which elected not to take the case after receiving the Notice) and the valuable
17 results achieved – facts which justify the requested fee – SAG Counsel’s requested fee is reasonable
18 under all applicable standards.

19 1. **The Fee Amount Is Reasonable Under the “Percentage of the Fund” Method**

20 The amount of fees requested by Plaintiff’s counsel – not more than 35% of the Gross
21 Settlement Amount – is reasonable based on standards applicable to the “percentage of the fund”
22 method. “When assessing whether the percentage requested is reasonable, courts look to factors such
23 as: (a) the results achieved; (b) the risk of litigation; (c) the skill required, (d) the quality of work; (e)

24 _____
25 instant PAGA action was by definition “for the public benefit” and secured monetary awards for
26 approximately 333 aggrieved employees. *See e.g. Estrada v. FedEx Ground Package System, Inc.*
27 (2007) 154 Cal. App. 4th 1, 16-17 (2007) (“Estrada’s personal motivation does not diminish the fact
28 that he pursued this public interest class action not only for himself but on behalf of a class
comprised of FedEx’s past and present drivers and ultimately obtained awards for 209 drivers. [] No
more is required to satisfy the ‘significant benefit,’ ‘public interest,’ and ‘large class of persons’
requirements of Code of Civil Procedure section 1021.5.”).

1 the contingent nature of the fee and the financial burden; and (f) the awards made in similar cases.”
2 *Vasquez v. Coast Valley Roofing, Inc.*, (E.D. Cal. 2010) 266 F.R.D. 482, 492.

3 First, the results achieved are significant, as Defendant has agreed to pay \$315,000 under the
4 Settlement Agreement. Second, this is a very favorable recovery given the risk of success in
5 obtaining any recoverable penalties. (Draper Decl., ¶¶ 19-20.) As explained above, Defendant
6 maintained defenses to Plaintiff’s PAGA claims that very well could have resulted in a net-zero
7 recovery at trial. Third, SAG Counsel’ experience in complex wage and hour and PAGA action, skill
8 and quality of work performed resulted in the settlement of this Action. (Draper Decl., ¶¶ 21-24.)

9 Fourth, notwithstanding this risk of loss, Plaintiff’s counsel undertook representation of the
10 instant PAGA claim for the benefit of the State of California on a contingency basis (Draper Decl., ¶
11 29.) This not only required SAG Counsel to personally assume the risk of nonpayment in securing
12 the substantial financial benefit the State of California stands to receive, but constitutes a “loan” on
13 Plaintiff’s counsel’s services – both of which are factors warranting fee enhancement under
14 applicable California Supreme Court authority:

15 One of the most common fee enhancers . . . is for contingency risk. We reaffirmed
16 the propriety of a contingency risk enhancement in *Ketchum*: “The economic
17 rationale for fee enhancement in contingency cases has been explained as follows:
18 ‘A contingent fee must be higher than a fee for the same legal services paid as they
19 are performed. The contingent fee compensates the lawyer not only for the legal
20 services he renders but for the loan of those services. The implicit interest rate on
21 such a loan is higher because the risk of default (the loss of the case, which cancels
22 the debt of the client to the lawyer) is much higher than that of conventional
23 loans.’ (Posner, *Economic Analysis of Law* (4th ed. 1992) pp. 534, 567.) ‘A
24 lawyer who both bears the risk of not being paid and provides legal services is not
25 receiving the fair market value of his work if he is paid only for the second of
26 these functions. If he is paid no more, competent counsel will be reluctant to
27 accept fee award cases.”

28 *Graham v. DaimlerChrysler Corp.*, (2004) 34 Cal. 4th 553, 579-580.

Finally, the percentage requested by Plaintiff’s counsel falls within a typical range,
particularly in light of the modest settlement size. *See e.g. Martin v. AmeriPride Servs.*,
(S.D. Cal. June 9, 2011). (“[2011 U.S. Dist. LEXIS 61796, 23 [C]ourts may award
attorney’s fees in the 30-40% range in wage and hour class actions that result in recovery of
a common fund under \$10 million.”)

Attorneys’ fee awards in the amount sought here are well-established by California law and

1 practice. Accordingly, SAG Counsel’s attorneys’ fee request is fair and reasonable and is consistent
2 with the awards in California.

3 2. While the Lodestar Method is Not Necessary in Common Fund Cases, Courts
4 May Perform a Cross-Check to Award Fees

5 Although California supports the common fund doctrine, the lodestar method is also used
6 independently or as a cross check for fee awards. *In re Consumer Privacy Cases*, (2009) 175 Cal.
7 App. 4th 545, 557. The “reasonableness” of the fee award requested is supported by the lodestar
8 methodology, whether the Courts treat such methodology as operative or as a cross check.

9 The lodestar calculation typically proceeds in three steps. First, a trial court must determine a
10 baseline guide or “lodestar” figure based on the time spent and reasonable hourly compensation for
11 each attorney involved in the case. *Serrano v. Priest*, (1977) 20 Cal.3d 25, 48. The court then sets a
12 reasonable hourly fee to apply to the time expended, with reference to the prevailing rates in the
13 geographical area in which the action is pending. *Bihun v. AT&T Information Systems, Inc.*, (1993) 13
14 Cal. App. 4th 976, 997. Finally, a “multiplier” is selected with reference to the following factors: (1)
15 the novelty and difficulty of issues involved, (2) the skill displayed in presenting them, (3) the extent
16 to which the nature of litigation precluded other employment by the attorneys, and (4) the contingent
17 nature of the fee award owing to the uncertainty of prevailing on the merits and of establishing
18 eligibility for the award. *Serrano, supra*, 20 Cal. App.3d at 49.

19 SAG Counsel’s lodestar calculation supports the requested attorney’s fees. (Draper Decl., ¶
20 28.) The amount requested here will fairly compensate SAG Counsel for their successful vindication
21 of Aggrieved Employees’ rights, taking into account the quality, nature and extent of counsel’s
22 efforts, the results achieved and the fact that the amount of fees is sought is consonant with legal
23 precedent. Plaintiff’s counsel’s diligent and efficient pursuit of this matter positioned Plaintiff to settle
24 this action successfully, affording redress to all Aggrieved Employees and avoiding the inevitable
25 expense and risk attendant to protracted litigation. (Draper Decl. ¶¶ 19,20.)

26 Courts have defined reasonable multipliers on a lodestar cross-check to “range from 2 to 4 or
27 even higher.” *Wershba v. Apple Computer, Inc.*, (2001) 91 Cal. App. 4th 224, 255. Courts have also
28 approved a multiplier over 9. *See Weiss v. Mercedes-Benz of N. Am., Inc.*, (D.N.J. 1995) 899 F.

1 Supp. 1297, 1304 (9.3 multiplier), *aff'd*, 66 F.3d 314 (3d Cir. 1995). In this case, SAG Counsel's
2 base lodestar equates to attorney fees of \$98,100 (Draper Decl. ¶ 28.) Thus, a lodestar multiplier of
3 1.1 is all that is required to reach the agreed upon SAG Counsel's fee of \$110,250.

4 Additionally, by settling this case prior to trial rather than continuing to litigate issues that
5 remain somewhat unsettled, counsel obtained exceptional results for the Aggrieved Employees at far
6 less expense to the parties, the counsel and to this Court. Accordingly, a positive multiplier of Class
7 Counsels' lodestar is further warranted. "Considering that our Supreme Court has placed an
8 extraordinarily high value on settlement, it would seem counsel should be rewarded, not punished,
9 for helping to achieve that goal." *Lealao, supra*, 82 Cal. App. 4th at 52.

10 C. SAG Counsel's Request for Costs is Reasonable

11 In the course of this litigation, Plaintiff's counsel incurred costs of \$14,312.32 through the
12 conclusion of this matter. (Draper Decl., ¶ 30; Ex. 3). Such costs are appropriate for cost
13 reimbursement in these types of cases. *In re United Energy Corp. Sec. Litig.* (C.D. Cal. 1989) 1989
14 WL 7321 1, *6 (quoting Newberg, Attorney Fee Awards, § 2.19 (1987)); *In re GNC Shareholder*
15 *Litigation* (W.D. Pa. 1987) 668 F. Supp. 450, 452. Further, the costs incurred are less than the
16 \$20,000 cost amount set forth in the Settlement Agreement.

17 The costs incurred by SAG Counsel in this litigation benefited Plaintiff, Aggrieved
18 Employees, and the State. In light of the litigation costs that Plaintiff's counsel was required to incur
19 to prosecute this action, SAG Counsel's cost request is reasonable and should be granted.

20 V. CONCLUSION

21 As shown herein, the Settlement is fair, adequate, and reasonable, as it represents a reasoned
22 and valuable compromise obtained through arms-length negotiations. For all the reasons set forth
23 above, Plaintiff respectfully requests that this Court, as set forth in the Proposed Order approving
24 settlement, do the following:

- 25 1. Grant approval of the Settlement Agreement, pursuant to California Labor Code
26 §2699, subpart I;
- 27 2. Appoint Simpluris, Inc. as the Settlement Administrator and approve its
28 administration fees in the amount of \$7,000, payable out of the Gross Settlement Amount;
3. Approve the award of attorneys' fees in the amount of \$110,250 and costs in the

1 amount of \$14,312.32, payable from the Gross Settlement Amount;

2 4. Direct disbursement of the remaining Net Settlement Amount to the LWDA and all
3 SAG Members as provided for in the Settlement Agreement; and

4 5. Dismiss the Action with prejudice.
5

6 Respectfully Submitted,

7 DATED: December 30, 2024

8 **JAMES HAWKINS APLC**

9 

10 Isandra Fernandez
11 Anthony Draper
12 Attorneys for Plaintiff
13 Jasmin Chua
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