

James R. Hawkins (SBN 192925)
Christina M. Lucio (SBN 253677)
JAMES HAWKINS APLC
9880 Research Drive, Suite 200
Irvine, California 92618
Telephone: (949) 387-7200
Facsimile: (949) 387-6676
James@Jameshawkinsaplc.com
Christina@Jameshawkinsaplc.com

BOKHOUR LAW GROUP, P.C.
Mehrdad Bokhour, Esq. (CA Bar No. 285256)
mehrdad@bokhourlaw.com
1901 Avenue of the Stars, Suite 450
Los Angeles, California 90067
Tel: (310) 975-1493; Fax: (310) 675-0861

FALAKASSA LAW, P.C.
Joshua S. Falakassa, Esq. (CA Bar No. 295045)
josh@falakassalaw.com
1901 Avenue of the Stars, Suite 450
Los Angeles, California 90067
Tel: (818) 456-6168; Fax: (888) 505-0868

Attorneys for Plaintiffs and the Aggrieved Employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

MARK CERVANTEZ, MICHELLE
WILLIAMS AND JERMELL JACKSON,
individually and on behalf of themselves and
all others similarly situated,

Plaintiffs,

v.

GENUINE PARTS COMPANY, a Georgia
Corporation, doing business as NAPA AUTO
PARTS; and DOES 1-50, inclusive,

Defendants.

CASE NO.: 22STCV00981

Assigned to the Hon. Gregory Keosian

**PLAINTIFFS' UNOPPOSED MOTION TO
APPROVE THE SETTLEMENT PURSUANT
TO THE PRIVATE ATTORNEYS GENERAL
ACT OF 2004; MEMORANDUM OF POINTS
AND AUTHORITIES; DECLARATIONS IN
SUPPORT THEREOF; [PROPOSED] ORDER**

Hearing Information:

Date: September 14, 2023

Time: 10:00 a.m.

Dept.: 61

Reservation ID: 924102938000

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

2 **PLEASE TAKE NOTICE** that on September 14, 2023, at 10:00 a.m. or as soon thereafter as the
3 matter may be heard by the Honorable Gregory Keosian in Department 61 of the Los Angeles County
4 Superior Court, located at 111 North Hill Street, Los Angeles, California 90012, Plaintiffs Mark
5 Cervantez, Jermell Jackson, and Michelle Williams aka Michelle Hester will and hereby does move this
6 Court for an order approving a settlement pursuant to the Private Attorneys General Act of 2004,
7 California Labor Code § 2698 *et seq.* (the “PAGA”).

8 This unopposed motion is based upon this the Memorandum of Points and Authorities; the
9 Declaration of Plaintiffs’ counsel (Chrstina M. Lucio, Mehrdad Bokhour and Joshua Falakassa) in
10 support thereof; Declaration of Plaintiffs Mark Cervantez, Jermell Jackson, and Michelle Williams aka
11 Michelle Hester, the PAGA Settlement Agreement (the “Settlement Agreement”); the proposed Order
12 granting Approval of the PAGA Settlement; all other records, pleadings, and papers filed in this action;
13 and upon such other evidence or argument as may be presented to the Court at the hearing of this motion.
14

15 Dated: August 23, 2023

JAMES HAWKINS, APLC
BOKHOUR LAW GROUP, P.C.
FALAKASSA LAW P.C.

16
17
18
19 BY:

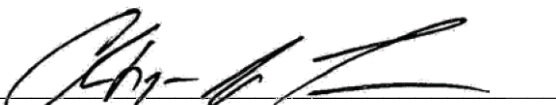

Christina M. Lucio, Esq.
Mehrdad Bokhour, Esq.
Joshua Falakassa, Esq.
Attorneys for Plaintiffs, the State of California
and Aggrieved Employees

TABLE OF CONTENTS

I.	INTRODUCTION	1
II.	FACTUAL BACKGROUND AND PROCEDURAL HISTORY	3
III.	THE PAGA AND ITS REQUIREMENTS	4
IV.	THE SETTLEMENT AND DISTRIBUTION OF PAGA PENALTIES	5
A.	Terms of the Settlement and Distribution of PAGA Penalties	5
B.	Payment and the Notice	6
C.	Settlement Allocation to the Aggrieved Employees.....	7
D.	The Release.....	7
V.	THE SETTLEMENT IS FAIR AND REASONABLE, AND WARRANTS COURT APPROVAL	7
A.	Evaluation of the PAGA Settlement.....	8
B.	Plaintiffs' Separate Individual Settlement is Proper.....	9
VI.	THE REQUESTED ATTORNEYS' FEES AND LITIGATION COSTS ARE FAIR AND REASONABLE	11
A.	Plaintiffs' Counsel are Entitled to Recover Attorney's Fees Under The Common Fund Doctrine In This Qui Tam Action.....	11
B.	The Percentage Fee of the Gross Settlement Amount Is fair And Reasonable, and Less than Counsel's Lodestar.....	14
C.	A Lodestar Cross-Check Confirms the Reasonableness of the Fee Award.....	16
D.	The Requested Litigation Costs are Fair and Reasonable	17
VII.	SUBMISSION TO THE LWDA	18
VIII.	THE SETTLEMENT ADMINISTRATOR.....	18
IX.	CONCLUSION.....	18

TABLE OF AUTHORITIES

CASES

<i>Amalgamated Transit Union Local 1309 v. Laidlaw Transit Servs.</i> , (C.D. Cal 2009) U.S. Dist. LEXIS 69842	9
<i>Amaral v. Cintas Corp.</i> , 163 Cal.App.4th 1157 (2008).....	9
<i>Arias v. Sup. Ct.</i> (2009) 46 Cal. 4th 969	11
<i>Arias v. Superior Court</i> , 46 Cal.4th 969 (2009)	2, 4, 5, 7
<i>Bank of America v. Cory</i> (1985) 164 Cal.App.3d 66.....	13
<i>Bell v. Farmers Insurance Exchange</i> (2004) 115 Cal.App.4th 715.....	14
<i>Boeing Co. v. Van Gemert</i> , 444 U.S. 472	13, 14
<i>Caliber Bodyworks, Inc. v Superior Court</i> , (2005) 134 Cal.App.4th 365	11
<i>Chavez v. Netflix, Inc.</i> (2008) 162 Cal.App.4th 43	14
<i>Consumer Cause, Inc. v. Mrs. Gooch's Natural Food Markets, Inc.</i> (2005) 127 Cal.App.4th 387	14
<i>Dunk v. Ford Motor, Co.</i> (1996) 48 Cal.App.4th 1794	14
<i>ess v. Lucky Stores, Inc.</i> (1983) 34 Cal.3d 311	16
<i>Harris v. Marhoefer</i> (9th Cir. 1994) 24 F.3d 16.....	17
<i>Iskanian v. CLS Transp. Los Angeles, LLC</i> (2014) 59 Cal.4 th 348	1, 2, 12
<i>Jutkowitz v. Bourns, Inc.</i> (1981) 118 Cal.App.3d 102.....	14
<i>Laffitte v. Robert Half Int'l. Inc.</i> (2016) 1 Cal.5 th 480	13, 15
<i>Lealao v. Beneficial California, Inc.</i> (2000) 82 Cal.App.4th 19	14
<i>Mills v. Electric Auto-Lite Co.</i> (1970) 396 U.S. 375	14
<i>People ex rel. Stratham v. Acacia Research Corp.</i> (2012) 210 Cal.App.4 th 487.....	12
<i>PLCM Group, Inc. v. Drexler</i> (2000) 22 Cal.4th 1084.....	16
<i>Sanders v. City of Los Angeles</i> (1970) 3 Cal.3d 252	14
<i>Serrano III v. Priest</i> (1977) 20 Cal.3d 25	13
<i>Serrano v. Priest</i> (1977) 20 Cal.3d 25	14
<i>Six (6) Mexican Workers v. Arizona Citrus Growers</i> (9 th Cir. 1990) 904 F.2d 1301	13
<i>Staton v. Boeing Co.</i> (9 th Cir. 2003) 327 F.3d 938	13
<i>Vizcaino v. Microsoft Corp.</i> (9 th Cir. 2002) 290 F.3d 1043	15
<i>Wershba v. Apple Computer, Inc.</i> (2001) 91 Cal.App.4th 224.....	14
<i>ZB, N.A. v. Superior Court</i> (2019) 8 Cal. 5th 175	10, 11

1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. INTRODUCTION**

3 Plaintiffs Mark Cervantez, Jermell Jackson, and Michelle Williams aka Michelle Hester
4 (collectively, “Plaintiffs”) – individually and on behalf of other Aggrieved Employees and serving as the
5 representative for the State of California –brough a claim for civil penalties against their former employer,
6 defendant Genuine Parts Company d/b/a NAPA Auto Parts (“Defendant”) under the Labor Code Private
7 Attorneys General Act of 2004, California Labor Code § 2698 *et seq.* (commonly referred to as “PAGA”).

8 A PAGA action is a type of qui tam action filed on behalf of the state to assist it with labor law
9 enforcement. *Iskanian v. CLS Transp. Los Angeles, LLC* (2014) 59 Cal.4th 348, 380-382. As such, the
10 state is the real party in interest in a PAGA action. *Id.* at 382. The State of California was timely served
11 with a copy of the Settlement Agreement and this Motion to Approve the Settlement. [Bokhour Decl. ¶
12 38]. Here, Plaintiffs brought the operative claims against Defendant on behalf of all other similarly
13 situated current and former non-exempt employees of Defendant in California at any time from March
14 24, 2020 to May 31, 2023 (the “Aggrieved Employees”). [Bokhour Decl. ¶ 9].

15 First, Plaintiffs alleged that Defendant failed to pay all minimum wages, pay all overtime wages
16 and properly calculate the regular rate of pay for purposes of overtime, sick pay and premium
17 compensation. [Bokhour Decl. ¶ 10].

18 Further, Plaintiffs alleged that Defendant failed to keep accurate records and accurately record
19 and pay for all minutes and hours worked off the clock resulting in minimum wage and overtime
20 violations. [Bokhour Decl. ¶ 11].

21 Next, Plaintiffs claimed that they and the Aggrieved Employees were denied compliant meal
22 periods and rest breaks due Defendant’s meal and rest period policies and practices and demands and
23 nature of nature of the work. [Bokhour Decl. ¶ 12]. Finally, Plaintiffs alleged that Defendant failed to
24 reimburse necessary business expenses; failed to pay reporting time and/or on-call wages; failed to
25 provide suitable seating; failed to pay timely wages due during employment and at separation of
26 employment; failed to provide accurate itemized wage statements; engaged in unlawful deduction; and
27 therefore, owes civil penalties under PAGA. [Bokhour Decl. ¶ 13].
28

1 Following informal discovery and a robust exchange of data and documents, the Parties
2 participated in private mediation before Tripper Ortman, Esq, an experienced wage and hour mediator.
3 Through the mediator's and the parties' efforts in mediation, the parties were able to reach a settlement
4 of the action. [Bokhour Decl. ¶ 14].

5 Now, with a comprehensive Settlement Agreement that resolves the claims alleged in this case,
6 Plaintiffs seek (and Defendant does not oppose), this Court's approval of a \$1,300,000.00 settlement
7 involving 3,125 total Aggrieved Employees and approximately 89,035 PAGA pay periods. After
8 payment of Plaintiffs' attorneys' fees of \$433,290.00 (approx. 1/3 of the settlement) and actual costs
9 (\$11,259.85), as well as the administration expenses (\$20,000.00) and release of Plaintiffs' individual
10 claims and enhancement award of \$10,000.00, each, approximately \$791,710.00 will be allocated to
11 PAGA Penalties, of which 75% will be paid to the LWDA (\$593,782.50). The remaining 25%
12 (\$197,927.50) will be paid to the Aggrieved Employees, resulting in an average PAGA-only payment of
13 \$63.33, despite the fact that there is no release of individual damage or statutory penalties.

14 The settlement merits full approval because it fulfills the purpose of PAGA (i.e., to deter
15 violations of the Labor Code and secure obedience of California's labor laws; to end ongoing violations
16 of the Labor Code either through injunctive relief or a defendant's voluntary changes in light of a PAGA
17 action; and to provide relief that is genuine, meaningful, and consistent with California's goal of
18 benefitting the public through enforcement of labor laws).

19 The process for approving a PAGA settlement is straight-forward: "The superior court shall
20 review and approve any settlement of any civil action filed pursuant to this part." (Labor Code §
21 2699(1)(2).) Based on the California Supreme Court's holdings in *Arias v. Superior Court*, 46 Cal.4th
22 969 (2009) and *Iskanian v. CLS Transportation Los Angeles, LLC*, 59 Cal.4th 348 (2014), there is no
23 requirement under PAGA for Plaintiff to establish the requirements of class certification (i.e. numerosity,
24 typicality, commonality and adequacy) nor is there the usual two-step preliminary and final approval
25 process as found in class actions. Rather, this PAGA-only settlement merely requires a one-step review
26 and approval process.

27 For these reasons and those discussed below, the Parties seek Court approval of the Settlement.
28

1 **II. FACTUAL BACKGROUND AND PROCEDURAL HISTORY**

2 Defendant is engaged in the distribution of automotive and industrial replacement parts with
3 operations including in California. Plaintiffs were employed by Defendant as non-exempt hourly
4 employees.

5 Plaintiffs and other Aggrieved Employees (including, but not limited to, delivery drivers, counter
6 salespersons, assistant managers, clerical workers and all other non-exempt positions) were responsible
7 for all aspects of Defendant's business across the State of California. [Bokhour Decl. ¶ 8].

8 After retaining counsel, Plaintiffs submitted notice letters to the California Labor & Workforce
9 Development Agency ("LWDA") and Defendant regarding the alleged violations. [Bokhour Decl. ¶¶
10 16-18, Exhibit A to Bokhour Decl.]. This notice is required under Labor Code § 2699.3(a)(1)(A) as a
11 prerequisite to bringing a PAGA claim against an employer. Then, after the 65-day waiting period
12 elapsed without the LWDA asserting jurisdiction, Plaintiffs filed their complaints to pursue a PAGA-
13 only Complaint.

14 Defendant retained counsel and vehemently opposed the claims. Despite the disputed nature of
15 the claims, the Parties nevertheless agreed to table formal discovery and attempt an early resolution.
16 [Bokhour Decl. ¶ 19].

17 In preparation for the mediation, the Parties exchanged documents and information that allowed
18 both sides to calculate the potential damages and evaluate potential risk. During this process, Plaintiffs
19 and counsel analyzed, researched, and investigated the potential issues, including matters related to the
20 calculation of damages, trial, and appellate issues and risks. During this exchange of information,
21 pursuant to Plaintiffs counsel's informal requests, Defendant produced documents and pay records that
22 enabled Plaintiffs to conduct an analysis of the alleged unpaid wages, meal/rest break violations and other
23 claims. To that end, Plaintiffs' counsel obtained, through informal discovery, a random sampling of time
24 and payroll records, data, and policies, among other documents and information, to aid in the preparation
25 of Plaintiffs' evaluation of the claims and formulation of a damages model. [Bokhour Decl. ¶ 20].

26 Following extensive discussions, as well as negotiations and the exchange of informal discovery,
27 the Parties engaged in a full session of mediation on February 16, 2023, with Tripper Ortman, Esq.
28 serving as the mediator. Mr. Ortman has extensive experience in wage and hour class and PAGA actions.

1 Through the mediator's and the Parties efforts in mediation, the Parties were able to reach a settlement
2 of the Action. Thereafter, the Parties memorialized the terms of the settlement in a long-form Settlement
3 Agreement, which is now presented to this Court for approval. [Bokhour Decl. ¶ 21; Exhibit B to Bokhour
4 Decl.].

5 **III. THE PAGA AND ITS REQUIREMENTS**

6 PAGA provides an enforcement method for California's Labor Code by enlisting individual
7 plaintiffs as private attorneys general to recover civil penalties for the state, with a share also going to the
8 individual plaintiffs and other employees. Prior to the enactment of PAGA in 2003, the recovery of civil
9 penalties for violations of certain Labor Code provisions were solely within the province of the California
10 Department of Labor. *Arias*, 46 Cal.4th at 980.

11 However, due to the lack of financing for California's agencies, and the substantial number of
12 Labor Code violations by California employers, the California Legislature found that it was in the public
13 interest to allow aggrieved employees to act as "private attorneys general" to enforce and recover civil
14 penalties on behalf of the State of California for Labor Code violations committed by employers.

15 As the Legislature that adopted PAGA observed, "the only meaningful deterrent to unlawful
16 conduct is the vigorous assessment and collection of civil penalties as provided in the Labor Code." Stats.
17 2003 ch. 906, § 1(b). Moreover, the Labor Code's primary purpose is to "ensure employees are not
18 required or permitted to work under substandard unlawful conditions ... and to protect employers who
19 comply with the law from those who attempt to gain a competitive advantage at the expense of their
20 workers by failing to comply with minimum labor standards." Labor Code § 90.5(a). Therefore, the
21 Legislature determined that "adequate financing of labor law enforcement was necessary to achieve
22 maximum compliance with state labor laws, that staffing levels for labor law enforcement agencies had
23 declined and were unlikely to keep pace with the future growth of the labor market, and that it was
24 therefore in the public interest to allow aggrieved employees, acting as private attorneys general, to
25 recover civil penalties for Labor Code violations, with the understanding that labor law enforcement
26 agencies were to retain primacy over private enforcement efforts."

27 Penalties recovered under PAGA "shall be distributed as follows: 75 percent to the Labor and
28 Workforce Development Agency for enforcement of labor laws and education of employers and

employees about their rights and responsibilities under this code ...; and 25 percent to the aggrieved employees.” Lab. Code § 2699(i).

Before filing a PAGA action, an aggrieved employee must first provide written notice to the LWDA and the employer of the particular Labor Code violations the aggrieved employee alleges the employer has violated. Labor Code § 2699.3(a)(1). This notice provides the LWDA with the opportunity to investigate and prosecute the claim. The employee may only sue on the state’s behalf if the LWDA fails to respond to the notice within 65 days, responds that it does not intend to investigate, or investigates and does not issue a citation within 185 days. Labor Code §§ 2699.3(a)(2), 2699(h). In this case, Plaintiffs provided the LWDA with a notice letter advising it of the alleged Labor Code violations, but the LWDA deferred the prosecution of these violations to Plaintiffs and their attorneys. (Bokhour Decl. ¶ 8-9). Accordingly, the Settlement and the common fund created by it for the benefit of the State and Aggrieved Employees, is solely the result of the work performed by Plaintiffs and their attorneys on this case.

Any settlement of a PAGA action brought by an aggrieved employee must be approved by the court. Lab. Code § 2699(1)(2). In 2009, the California Supreme Court considered the PAGA approval process and, more specifically, whether an aggrieved employee needs to meet class certification requirements. *Arias*, 46 Cal.4th at 976. After a substantial review of the legislative history of PAGA, the Court held that an aggrieved employee's representative action brought on behalf of the state and other aggrieved employees against an employer for PAGA violations *does not* need to meet the requirements for class certification nor does there need to be notice to the other employees. *Id.* at 975, 980-88. As the Court held, a plaintiff bringing suit under PAGA does so as the proxy or agent of California's labor law enforcement agencies. *Id.* at 986. Thus, the Court simply reviews the settlement and approves it if it is deemed to be fair and reasonable.

Accordingly, the Parties to this PAGA action have reached such an agreement and now seek this Court’s approval of the settlement.

IV. THE SETTLEMENT AND DISTRIBUTION OF PAGA PENALTIES

The following is a summary of the principal terms of the Settlement Agreement.

A. TERMS OF THE SETTLEMENT AND DISTRIBUTION OF PAGA PENALTIES

The settlement provides that Defendant will pay a non-reversionary settlement amount of

1 1,300,000.00 (the “Settlement Amount”), inclusive of payments to the LWDA and Aggrieved
2 Employees, attorneys’ fees and costs, as well as third party administrator (“Administrator”) costs and
3 Plaintiffs’ settlement and enhancement award. (Settlement Agreement [“S.A.”] ¶ 4.1, attached as Exhibit
4 B to Bokhour Decl.) After payment of the attorneys’ fees/costs and administration costs and
5 enhancement award, the remainder of approximately \$791,710.00 will form the PAGA Penalties and,
6 pursuant to Labor Code § 2699(i), 75 percent shall be paid to the LWDA (which shall be used to assist
7 in the enforcement of labor laws and education of employers and employees about their rights and
8 responsibilities under the Labor Code), and the remaining 25 percent being paid to the Aggrieved
9 Employees on a pro rata basis. (*Id.*)

10 The following chart reflects the estimated payments from the Settlement Agreement:

	Amount
Settlement Amount	\$1,300,000.00
Attorneys’ Fees	\$433,290.00
Actual Litigation Costs	\$24,139.60
Administrator Costs	\$20,000.00
Plaintiffs’ Enhancement Award	\$30,000.00
Net Settlement Amount (PAGA Penalties)	\$792,570.20
75% to the LWDA	\$594,427.72
25% to Aggrieved Employees	\$198,142.58
Balance	\$0

18
19 As such, the LWDA will receive approximately \$594,427.72 (75 percent of the PAGA Penalties)
20 and the Aggrieved Employees will collectively receive approximately \$198,142.58 (25 percent), which
21 will be paid on a pro-rata basis according to the number of pay periods worked during the PAGA Period.
22 The average payment to the Aggrieved Employees is approximately \$65. [Bokhour Decl. ¶ 29].

23 **B. PAYMENT AND THE NOTICE**

24 Defendant will fund the Settlement Amount to the Administrator within fifteen days of the
25 Effective Date, which is defined as the date (a) the Court enters a Judgment on its Order Approving the
26 PAGA Settlement and (b) the Judgment is final and is no longer appealable. [S.A. ¶ 5.2]. The payment
27 to the Aggrieved Employees, the LWDA, and Plaintiffs’ counsel will be issued 14 days after the
28 Administrator receives the Settlement Amount, and the Aggrieved Employees will then have 180 days

1 to cash their checks. If for any reason a check is uncashed, then the check will be voided and the funds
2 issued to the California State Controller's Unclaimed Property Fund in the name of the Aggrieved
3 Employee who may claim the funds at a later date. (S.A. ¶ 5.4.)

4 **C. SETTLEMENT ALLOCATION TO THE AGGRIEVED EMPLOYEES.**

5 As noted, twenty-five percent (25%) of the PAGA Penalties will be allocated to the Aggrieved
6 Employees. Based on the numbers provided by Defendant, approximately 3,125 Aggrieved Employees
7 will share in this fund on a pro rata basis according to the number of pay periods worked during the
8 statutory period. The portion of each Aggrieved Employees' share will be treated as non-wage income
9 and reported by the Settlement Administrator on IRS Form 1099, as required by law. (S.A. ¶ 4.2.4.2).

10 **D. THE RELEASE.**

11 The California Supreme Court has explained that a judgment in "a representative action brought
12 by an aggrieved employee under the Labor Code Private Attorneys General Act of 2004 ... is binding not
13 only on the named employee plaintiff but also on government agencies and any aggrieved employee not
14 a party to the proceeding." *Arias*, 46 Cal. 4th at 985-986.

15 The release in the Settlement Agreement narrowly binds the Aggrieved Employees, the LWDA,
16 the State of California, Plaintiffs for civil penalty claims brought in the Action. The Settlement
17 Agreement at Paragraph 6.2 defines "Release by Aggrieved Employees" as follows:

18
19 All Aggrieved Employees are deemed to release, on behalf of themselves
20 and their respective former and present representatives, agents, attorneys,
21 heirs, administrators, successors, and assigns, the Released Parties from all
22 claims for PAGA penalties that were alleged, or reasonably could have been
alleged, based on the facts stated in the Action, Operative Complaint and
the PAGA Notices.

23 As the release is narrowly related to the claims alleged, the Parties contend that the release is
24 proper and reasonable.

25 **V. THE SETTLEMENT IS FAIR AND REASONABLE, AND WARRANTS COURT**
26 **APPROVAL**

27 In 2016, PAGA was amended to require the Court to "review and approve any settlement of any
28 civil action filed pursuant to this part." (Labor Code § 2699(1)(2).) The amendment also required that

1 the “proposed settlement shall be submitted to the agency at the same time that it is submitted to the
2 court.” As such, the Settlement and this Motion have been concurrently submitted to the LWDA in
3 accordance with this section. [Bokhour Decl. ¶ 23; Exhibit C to Bokhour Decl.].

4 **A. EVALUATION OF THE PAGA SETTLEMENT**

5 Although PAGA and its legislative history do not seem to require a Court to analyze a PAGA
6 settlement in comparison to the “value” of the claims, the penalties herein are reasonable when considered
7 in this context as well.

8 Here, Plaintiffs estimated that Defendant’s maximum potential penalty exposure in this case was
9 approximately \$8,903,500. But, as discussed below, the risks that continued litigation would entail show
10 that the Settlement is a reasonable compromise of the disputed claims at issue and resulted from extensive
11 arm’s length negotiations. Further, Defendant disputes that any liability exists, and if any were found to
12 exist for any reason, asserts the Court would likely use its discretion to reduce any penalties since it
13 claims that any issues were unintentional and inconsequential.

14 During the course of discovery and based on Plaintiffs’ counsel’s extrapolation of data and
15 information that Defendant provided prior to mediation, Plaintiffs estimates that were approximately
16 3,125 Aggrieved Employees who worked approximately 89,035 pay periods during the Statutory Period.

17 In terms of the assessment of civil penalties, the PAGA provides that the civil penalty is \$100 for
18 each aggrieved employee per pay period for the initial violation and (generally) \$200 for each aggrieved
19 employee per pay period for each subsequent violation. Labor Code § 2699(f)(2). Relying on *Amaral v.*
20 *Cintas Corp.*, 163 Cal.App.4th 1157 (2008), Plaintiffs argued that the trial court should assess a \$200
21 civil penalty for each violation that occurred after Plaintiffs submitted their PAGA letter(s) to the LWDA,
22 thereby informing Defendant of their claims. However, Defendant vehemently objected to this argument,
23 relying on a later district court case construing *Amaral*, holding that the trial court can only assess a \$200
24 civil penalty for “subsequent” violations after the date that “a court or commission” notifies the employer
25 of a violation. *Amalgamated Transit Union Local 1309 v. Laidlaw Transit Servs.*, (C.D. Cal 2009) U.S.
26 Dist. LEXIS 69842, *26. Defendant argued that it had not been previously cited for a wage statement
27 violation and, therefore, the \$200 violation rate did not apply.

1 Plaintiffs' primary claims (unpaid minimum and overtime wages, meal/rest violations, and
2 derivative claims for wage statement violations and waiting time penalties) yielded a maximum potential
3 penalty of \$8,903,500 based on approximately 89,035 violative pay periods for each Labor Code
4 violation. Therefore, in total, Plaintiffs alleged that Defendant would be liable for a maximum penalty
5 of \$8,903,500. [Bokhour Decl. ¶ 30].

6 However, this maximum amount fails to take into account the various risks and defenses to the
7 claims herein. Additionally, Defendant argued that, even if the claims were proven, this figure fails to
8 acknowledge that courts have wide latitude to reduce the amount of civil penalties "based on the facts
9 and circumstances of a particular case" and if "to do otherwise would result in an award that is unjust,
10 arbitrary and oppressive, or confiscatory." Labor Code § 2699(h). Moreover, Defendant argued against
11 the merits of the underlying claims and particularly that the "wilfulness" standard and/or "good faith"
12 defenses mitigated the civil penalty claims and rendered any such penalties as uncertain. Defendant also
13 argued that it is improper to stack civil penalty claims on top of the underlying claim. For these reasons,
14 the Parties submit that the agreed-upon PAGA penalties is fair and reasonable.

15 Despite these defenses, Plaintiffs still obtained a settlement of 14% of the total maximum value
16 – a great result that is extremely reasonable in light of the risks and uncertainties associated with the
17 PAGA claims in this case. The Settlement commits Defendant to pay \$791,710.00 in PAGA penalties
18 (after fees/costs and other expenses). This is sufficient to accomplish the objectives of PAGA while not
19 being unjust, arbitrary and oppressive, or confiscatory.

20 **B. PLAINTIFFS' SEPARATE INDIVIDUAL SETTLEMENT IS PROPER**

21 Plaintiffs have also resolved their individual claims as part of their request to receive an
22 enhancement award. Notably, the California Labor Code specifically permits a Plaintiffs to separately
23 resolve claims for individual damages from PAGA claims on behalf of aggrieved employees. The PAGA
24 statute at Labor Code § 2699(g)(1) provides that "[n]othing in this part shall operate to limit an
25 employee's right to pursue or recover *other remedies available under state or federal law, either*
26 *separately or concurrently with an action taken under this part*"). The rule permitting employees to
27 pursue separate individual claims while maintaining a PAGA claim aligns perfectly with the general
28

1 understanding that PAGA claims (which seek civil penalties on behalf of Aggrieved Employees) are
2 separate and distinct from individual claims for unpaid wages and statutory penalties.

3 The California Supreme Court explained this principal in the landmark *Iskanian* decision, holding
4 that “[t]he civil penalties recovered on behalf of the state under the PAGA **are distinct** from the statutory
5 damages to which employee may be entitled in their individual capacities.” *Iskanian v. CLS*
6 *Transportation, LLC*, (2014) 59 Cal.4th 348, 381 (hereinafter “*Iskanian*”). In fact, *Iskanian* directly
7 discussed the separation between individual and PAGA claims, and held that when an employee pursues
8 both types of cases, a defendant must respond to **both** cases: “*Iskanian* must proceed with bilateral
9 arbitration on his individual damages claims, and CLS must answer the representative PAGA claims in
10 some forum.” *Id.* at 391. In the event of a bifurcation of individual and PAGA actions one case may
11 proceed first, while the other case is stayed. *Id.*

12 In addition, the California Supreme Court recently expounded upon this position in *ZB, N.A. v.*
13 *Superior Court* (2019) 8 Cal.5th 175. There, when discussing the difference between statutory
14 damages/penalties (for an individual) versus civil penalties (under PAGA), the court clearly held that
15 “[p]ursuing civil penalties does not prevent an employee from separately or concurrently pursuing unpaid
16 wages and other remedies already available to her.” *Id.* at 187.

17 This concurrent framework discussed in *Iskanian* is what happened in this case. Plaintiffs filed
18 their cases, and engaged in a meet and confer regarding Defendant’s position that the matter must be
19 arbitrated pursuant to arbitration agreements between Defendant and some or all Plaintiffs, and while the
20 PAGA cases were pending, Plaintiff Cervantez filed a separate individual case for arbitration; and the
21 Parties ultimately settled his arbitration and the Plaintiffs’ individual claims prior to the filing of any
22 other demand for arbitration.

23 This approach—settling the separate and distinct PAGA and individual claims—has been accepted
24 and approved by courts throughout California. See *ZB, N.A., supra*, 8 Cal.5th at 187 (“Pursuing civil
25 penalties does not prevent an employee from separately or concurrently pursuing unpaid wages and other
26 remedies already available to her”). For instance, in *Caliber Bodyworks, Inc. v Superior Court*, (2005)
27 134 Cal.App.4th 365, the Court confirmed the appropriateness of bringing PAGA claims and individual
28 claims, noting that in addition to PAGA claims, an employee may bring claims directly against an

1 employer for *statutory penalties* and *unpaid wages* while PAGA permits an aggrieved employee to
2 initiate a private civil action on behalf of himself or herself and other current or former employees to
3 recover ***civil penalties*** if the LWDA does not do so. *Id.* at 370-374. This is because the goals of these
4 two actions are very different. The individual action permits the employees to recover individual
5 damages, whereas PAGA has the stated goal of improving enforcement of existing Labor Code
6 obligations. *Id.* Thus, “[i]n a lawsuit brought under [PAGA], the employee plaintiff represents the same
7 legal right and interest as state labor law enforcement agencies – namely, recovery of ***civil penalties*** that
8 otherwise would have been assessed and collected by the Labor Workforce Development Agency.” *Arias*
9 *v. Sup. Ct.* (2009) 46 Cal. 4th 969, 986. A PAGA action “is fundamentally a law enforcement action
10 designed to protect the public and not to benefit private parties” and represents “a dispute between an
11 employer and the *state*, which alleged directly or through its agents – either [the Agency] or aggrieved
12 employees – that the employer has violated the Labor Code.” *Iskanian, supra*, 59 Cal. 4th at 381, 386-
13 87 (emphasis in original). As such, PAGA actions “directly enforce *the state’s* interest in penalizing and
14 deterring employers who violate California’s labor laws” and, the State of California is the “real party in
15 interest.” *Id.* at 387 (emphasis in original). This is entirely distinct from an individual claim, whereby
16 an employee seeks individual relief for Labor Code violations.

17 Because Plaintiffs are permitted to resolve their individual and the PAGA claims, Plaintiffs
18 respectfully submits that this Court should approve the Settlement Agreement.

19 **VI. THE REQUESTED ATTORNEYS’ FEES AND LITIGATION COSTS ARE FAIR AND**
20 **REASONABLE**

21 For their efforts and the risk, they undertook in obtaining a common fund settlement that benefits
22 the LWDA and Aggrieved Employees, the Parties allocated \$433,290.00 to Plaintiffs’ Counsel for
23 reasonable attorneys’ fees, which is one third of the Settlement Amount. Additionally, the Parties agreed
24 to reimburse Plaintiffs’ Counsel for their actual litigation costs. These fees are warranted under the law
25 and within the range of fees commonly awarded in similar cases.

26 **A. PLAINTIFFS’ COUNSEL ARE ENTITLED TO RECOVER ATTORNEY’S FEES UNDER THE**
27 **COMMON FUND DOCTRINE IN THIS QUI TAM ACTION**
28

1 PAGA provides that a Plaintiffs are entitled to recover reasonable attorneys’ fees, expenses, and
2 costs under section 2699(g)(1) of the California Labor Code, which provides that, “Any employee who
3 prevails in any action shall be entitled to an award of reasonable attorney’s fees and costs, including any
4 filing fee paid pursuant to subparagraph (B) of paragraph (1) of subdivision (a) or subparagraph (B) of
5 paragraph (1) of subdivision (c) of Section 2699.3. As discussed below, in a qui tam action, reasonable
6 attorney’s fees and costs are typically awarded under the common fund doctrine where, as here, the
7 litigation creates a common fund of money in a specific amount for the benefit of others.

8 “A qui tam action is one brought under a statute that allows a private person to sue as a private
9 attorney general to recover damages or penalties, all or part of which will be paid to the government.”
10 *People ex rel. Stratham v. Acacia Research Corp.* (2012) 210 Cal.App.4th 487, 491-492. “A qui tam
11 action ‘is a type of private attorney general lawsuit’ [citation], in which ‘the qui tam plaintiff stands in
12 the shoes of the state or political subdivision [citation].’” *Id.* at p. 501. As the name of the PAGA statute
13 makes clear (e.g. “Labor Code Private Attorney General Act”), a PAGA action is a qui tam action because
14 the statute allows the employee plaintiff, acting as the proxy of the state’s labor law enforcement agency,
15 to sue his or her employer for Labor Code violations and recover civil penalties that otherwise would
16 have been assessed and collected by the Labor and Workforce Development Agency (LWDA). *Iskanian*
17 *v. CLS Transp. Los Angeles, LLC* (2014) 59 Cal.4th 348, 380. “A PAGA representative action is therefore
18 a type of *qui tam* action.” *Id.* at p. 382. Indeed, the majority of the civil penalties recovered in a PAGA
19 action are paid to the state, with a smaller portion paid to the aggrieved employees (e.g., 75% paid to the
20 state; 25% paid to the aggrieved employees). See Lab. C. 2699(i).

21 As here, where a common fund is created in a qui tam action by the successful litigation of a
22 plaintiff and her attorneys, the plaintiff’s attorneys are entitled to recover their fees from the common
23 fund. *Bank of America v. Cory* (1985) 164 Cal.App.3d 66, 89-91. In *Bank of America*, California
24 taxpayers compelled the State Controller to enforce the Unclaimed Property Law against banks who were
25 retaining accounts that should have been turned over to the State. Because of the success of the taxpayers’
26 lawsuit, a common fund was created in favor of some depositors and the State of California. *Id.* When
27 the taxpayers’ attorneys sought recovery of their attorney’s fees from the judgment under the common
28

1 fund doctrine, the Controller opposed the request. The Court of Appeal affirmed the trial court's fee
2 award to the taxpayers' counsel under the common fund doctrine stating:

3 "Those benefiting from the recovery of the fund, in this case some depositors
4 and eventually the People of the State of California, must bear their share of the
5 cost of litigation. Fees for taxpayers' attorneys will be deducted from the
6 judgment, and each claimant's share reduced proportionately. To the extent the
7 judgment relies upon section 1021.5 for recovery of attorney fees, it must be
8 modified to confine the award of fees to the common fund theory." *Id.* at p. 91.

9 In this case, the PAGA Settlement created a common fund for the benefit of the employees and
10 the State of California. Thus, these beneficiaries must bear their share of the costs and attorney's fees,
11 which fees and costs must be deducted from the settlement amount under the common fund theory. *Id.*
12 Moreover, such fees are deducted as a percentage of the settlement amount. *Boeing Co. v. Van Gemert*
13 (1980) 444 U.S. 472, 478-482; *Six (6) Mexican Workers v. Arizona Citrus Growers* (9th Cir. 1990) 904
14 F.2d 1301, 1311; *Williams v. MGM-Pathe Communications Co.* (9th Cir. 1997) 129 F.3d 1026, 1027;
15 *Staton v. Boeing Co.*(9th Cir. 2003) 327 F.3d 938, 967.

16 The California Supreme Court recently upheld the use of the common fund theory of recovery
17 for attorney's fees in *Laffitte v. Robert Half Int'l Inc.* (2016) 1 Cal.5th 480, 506. In *Laffitte*, the settlement
18 created a common fund of \$19 million dollars. This ruling is consistent with the Court's prior rulings
19 recognizing that "when a number of persons are entitled in common to a specific fund, and an action
20 brought by ... plaintiffs for the benefit of all results in the creation or preservation of that fund, such ...
21 plaintiffs may be awarded attorneys' fees out of the fund." *Serrano III v. Priest* (1977) 20 Cal.3d 25, 34;
22 *Boeing Co. v. Van Gemert*, 444 U.S. 472, 478 (1980) ("[A] lawyer who recovers a common fund . . . is
23 entitled to reasonable attorneys' fees from the fund as a whole;" *Mills v. Electric Auto-Lite Co.* (1970)
24 396 U.S. 375, 393-394 [discussing the acceptance of awarding attorneys' fees and expenses from a
25 settlement where "litigation has conferred a substantial benefit on the members of an ascertainable
26 class"]; see also *Lealao v. Beneficial California, Inc.* (2000) 82 Cal.App.4th 19, 26 "[f]ee spreading
27 occurs when a settlement or adjudication results in the establishment of a separate or so-called common
28 fund for the benefit of the class."].).

Accordingly, the common fund doctrine allows a court to award attorneys' fees based upon a
percentage of the total fund that is created for the satisfaction of beneficiaries' claims when the fund

1 consists of a “certain or easily calculable sum of money.” *Dunk v. Ford Motor, Co.* (1996) 48 Cal.App.4th
2 1794, 1809; *Jutkowitz v. Bourns, Inc.* (1981) 118 Cal.App.3d 102, 1,282.91 [application of the percentage
3 of the fund recovery depended on “[t]he critical point” that “a fund was created from which attorneys’
4 fees could be paid”]; A. Conte & H. Newberg, *Newberg on Class Actions*, § 14:6 (4th ed. 2002).

5 California law has long upheld, and continues to uphold, the percentage of the recovery method
6 for awarding attorneys’ fees where a fund is established. See e.g., *Serrano v. Priest* (1977) 20 Cal.3d 25,
7 34; *Bell v. Farmers Insurance Exchange* (2004) 115 Cal.App.4th 715, 726; *Chavez v. Netflix, Inc.* (2008)
8 162 Cal.App.4th 43, 563 [“fees based on a percentage of the benefits are in fact appropriate in large class
9 actions...”]; *Sanders v. City of Los Angeles* (1970) 3 Cal.3d 252, 261, 263
10 [affirming award of attorneys’ fee based on percentage of recovery]; *Chavez v. Netflix, Inc.*, *supra*, 162
11 Cal.App.4th at pp. 65-66; see also *Consumer Cause, Inc. v. Mrs. Gooch’s Natural Food Markets, Inc.*
12 (2005) 127 Cal.App.4th 387, 397 [the common fund doctrine is “frequently applied in class actions when
13 the efforts of the attorney for the named class representatives produce monetary benefits for the entire
14 class”]; *Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 254 [“courts recognize two
15 methods for calculating attorney fees in class actions: the lodestar/multiplier method and the percentage
16 of recovery”].

17 Based on the foregoing, awarding attorneys’ fees of one-third of the Settlement Amount is fair
18 and warranted in light of the PAGA settlement that was reached on behalf of the State of California and
19 Aggrieved Employees. Accordingly, awarding fees on this basis in this amount is reasonable and
20 appropriate.

21 **B. THE PERCENTAGE FEE OF THE GROSS SETTLEMENT AMOUNT IS FAIR AND**
22 **REASONABLE**

23 An award of fees from the gross settlement amount under the common fund doctrine prevents
24 unjust enrichment of those who benefit from the common fund created through the successful efforts of
25 plaintiff’s counsel and furthers the important goal of attracting competent counsel to handle
26 representative actions enforcing minimum labor standards. *Laffitte v. Robert Half Int’l. Inc.* (2016) 1
27 Cal.5th 480, 503. In affirming the use of the common fund doctrine in California, the California Supreme
28 Court summarized the benefits of the percentage method of recovery stating: “The recognized advantages

1 of the percentage method—including relative ease of calculation, alignment of incentives between
2 counsel and the class, a better approximation of market conditions in a contingency case, and the
3 encouragement it provides counsel to seek an early settlement and avoid unnecessarily prolonging the
4 litigation [citations]—convince us the percentage method is a valuable tool that should not be denied our
5 trial courts.” *Id.*

6 Among the factors considered in determining whether the requested fee percentage is reasonable
7 are: (1) the results achieved; (2) the risk of further litigation; (3) the skill required of plaintiff’s counsel
8 and the quality of work performed by plaintiff’s counsel; (4) the contingent nature of the fee and the
9 financial burden carried by the plaintiff; and (5) awards made in similar cases. *Vizcaino v. Microsoft*
10 *Corp.* (9th Cir. 2002) 290 F.3d 1043, 1048-50. All these factors support an award here of one-third of the
11 common fund.

12 First, Plaintiffs’ counsel achieved a superb PAGA settlement in a case that involved highly
13 contested issues that were primarily related to small periods of time that were allegedly unpaid, as well
14 as meal and rest break violations. Second, Plaintiffs faced significant risks going forward with the
15 litigation. As discussed above, Defendant raised various defenses and, as such, Plaintiffs faced risky
16 issues going forward with this litigation, and it would have taken significant time to realize any recovery
17 in this action.

18 Third, Plaintiffs’ Counsel are experienced representative PAGA action litigators, including
19 having been selected as a “Super Lawyer” in employment litigation, and have achieved some of the
20 largest PAGA awards in the State of California. [Bokhour Decl. ¶¶ 2-6; Falakassa Decl. ¶¶ 2-6.] This
21 experience and expertise, combined with the high quality of work performed in this case by Plaintiffs’
22 Counsel, resulted in the settlement achieved in this case. Fourth, as discussed above and as set forth in
23 the Declaration of Plaintiffs’ Counsel, the request for attorney’s fees falls well within the norms accepted
24 by state and federal courts in California in comparable wage and hour actions actually handled by
25 Plaintiffs’ Counsel.

26 For all of the above reasons, a fee award here in the amount of one-third of the Gross Settlement
27 Amount is fair and reasonable.
28

C. A LODESTAR CROSS-CHECK CONFIRMS THE REASONABLENESS OF THE FEE AWARD

Despite recognized limitations of the so-called lodestar method, some California and federal courts acknowledge the utility of a lodestar “cross-check.”¹ (*Lealao, supra*, 82 Cal.App.4th at 46-47.) Under the “lodestar multiplier” method of cross-checking the reasonableness of attorneys’ fees in class actions, the court ascertains Class counsel’s total “lodestar” amount by multiplying the number of hours reasonably expended by each attorney or legal staff member by their hourly rates, and then enhances or reduces this lodestar figure by a “multiplier” to account for a range of factors, such as the novelty or difficulty of the case, its contingent nature, and the degree of success achieved. *PLCM Group, Inc. v. Drexler* (2000) 22 Cal.4th 1084, 1095-96; *Press v. Lucky Stores, Inc.* (1983) 34 Cal.3d 311, 322; *Lealao, supra*, 82 Cal.App.4th at 43 [court has discretion to use a multiplier to ensure that the “fee awarded is within the range of fees freely negotiated in the legal marketplace in comparable litigation”].)

As set forth in the declarations of Plaintiffs’ Counsel submitted herewith, the actual aggregated lodestar between the attorneys that worked on this case is \$269,575. This results in a reasonable **1.6** multiplier, which demonstrates that the requested fee is justified, reasonable and appropriate. The total lodestar is summarized in the following table and in the declaration of Plaintiffs’ counsel:

Lodestar Summary

Attorney	Experience	Hourly Rate	Hours	Total
Mehrdad Bokhour	11	\$600	102 ²	\$61,200
Christina M. Lucio	16	\$650	120.7	\$78,455
James R. Hawkins	25	\$900	86.9	\$78,210
Hawkins (paralegals)		\$200	22.8	\$4,560
Joshua Falakassa	10	\$575	82	\$47,150
TOTAL				\$269,575

[See Bokhour Decl. ¶ 21; Falakassa Decl. ¶ 21; Hawkins Decl. ¶¶ 11-13.]

¹ In practice, the lodestar method is difficult to apply, time-consuming to administer, inconsistent in result, and capable of manipulation. In addition, the lodestar creates inherent incentive to prolong the litigation until sufficient hours have been expended. Herr, David F., *Manual for Complex Litigation*, § 14.121 (1988); *See also In re Activision* (N.D. Cal 1989) 723 F.Supp 1373.

² Includes an estimated 20 hours of additional work in preparation for and attending the hearing, as well as work that is anticipated to be performed after the hearing with counsel, administrator, employees, and the court.

1 The hourly rates above are comparable to those of other attorneys with equal or similar
2 experience. The starting point in determining the appropriate hourly fee is to discern the prevailing rate
3 for similar work in the pertinent geographic region. *See Herr, Manual for Complex Litigation*, § 14.122
4 (1984) (“reasonable fees ... are to be calculated according to the prevailing market rates in the relevant
5 community.”)

6 According to the 2014 article in the National Law Journal, in Los Angeles, the average of partners
7 **in 2014** was \$665, while the average associate rate was \$401 in 2014. (Sloan, *\$1,000 Per Hour Isn’t Rare*
8 *Any more; Nominal Billing Levels Rise, But Discounts Ease Blow* (2014) Nat. Law Journal.) At Irell &
9 Manella, the average hourly partner rate is \$890; at Mannatt, Phelps & Phillips, the average hourly partner
10 rate is \$740; at O’Melveny & Myers, the average hourly partner rate is \$715; and at Jeffer Mangels Butler
11 & Mitchell, the average hourly partner rate is \$690. *Id.*

12 Thus, not only are Plaintiffs’ Counsel’s rates reasonable and typical, but the attorneys’ fees
13 requested are in line with the lodestar, which confirms that the fee request is fair and reasonable.

14 **D. THE REQUESTED LITIGATION COSTS ARE FAIR AND REASONABLE**

15 Plaintiffs’ Counsel requests reimbursement of their actual out-of-pocket expenses incurred to
16 prosecute this action. These expenses were incidental and necessary to the effective representation of
17 the employees. *See Harris v. Marhoefer* (9th Cir. 1994) 24 F.3d 16, 19. Plaintiffs’ Counsel are permitted
18 to recover their litigation costs and expenses under the common fund doctrine. *See Serrano III*, 20 Cal.3d
19 at 35 (common fund doctrine permits recovery of fees and costs from the fund); *Rider v. County of San*
20 *Diego* (1992) 11 Cal.App.4th 1410, 1424 n.6 (costs are recoverable from the common fund “[o]f
21 necessity, and for precisely the same reasons discussed above with respect to the recovery of attorneys’
22 fees by . . . [Plaintiffs’] attorneys”). Furthermore, Plaintiffs’ Counsel are entitled to recover “those out-
23 of-pocket expenses that would normally be charged to a fee-paying client.” *Harris v. Marhoefer* (9th Cir.
24 1994) 24 F.3d 16, 19.)

25 The Settlement Agreement authorized Plaintiffs’ Counsel to recover litigation costs up to
26 \$20,000.00. However, the actual costs through the approval hearing are projected to be \$11,259.85,
27 which is the amount requested. [Bokhour Decl. ¶ 22.]. The balance will be paid to the LWDA and
28 Aggrieved Employees. These costs are reasonable, uncontested, and should be approved.

1 **VII. SUBMISSION TO THE LWDA**

2 As set forth in the Bokhour Declaration at ¶ 23, the settlement and this motion are concurrently
3 being submitted to the LWDA in accordance with Labor Code § 2699(1)(2). The proof of electronic
4 submission is attached as Exhibit D to the Bokhour Declaration.

5 **VIII. THE SETTLEMENT ADMINISTRATOR**

6 ILYM Group, Inc. will serve as the Settlement Administrator and will be responsible for
7 processing the settlement payments and providing notice to the Aggrieved Employees. ILYM provided
8 the lowest and an all-in bid to administrator the Settlement for \$20,000.00, which is the amount that will
9 be paid from the Settlement Amount.

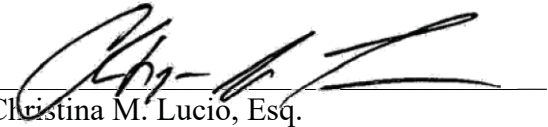
10 **IX. CONCLUSION**

11 For the foregoing reasons, Plaintiffs requests, and Defendant does not oppose, the Court's
12 approval of the Settlement under the PAGA.

13 Dated: August 23, 2023

JAMES HAWKINS, APLC
BOKHOUR LAW GROUP, P.C.
FALAKASSA LAW P.C.

14
15
16
17 BY:


Christina M. Lucio, Esq.
Mehrdad Bokhour, Esq.
Joshua Falakassa, Esq.
Attorneys for Plaintiffs, the State of California
and Aggrieved Employees

1
2
3
4
5
6
7
8
9
0
1
2
3
4
5
6
7
8
9
0
1
2
3
4
5
6
7
8

On August 23, 2023, I served on the interested parties in this action the following document(s) entitled:

- [XX] BY ELECTRONIC SERVICE: Based on a court Order or an agreement by the parties to accept service by e-mail or electronic transmission, I caused the document(s) to be sent from the email address Nicole@jameshawkinsapl.com to the persons at the e-mail addresses listed in the Service List below. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

See Attached Service List

Executed on August 23, 2023, at Irvine, California

PROOF OF SERVICE

1 Ace T. Tate, Esq.
2 Robin E. Largent, Esq,
3 **MARTENSON, HASBROUCK & SIMON LLP**
4 455 Capitol Mall, Suite 400
5 Sacramento, CA 95814
6 Tel: 916-970-1430
7 Fax: 916-538-6524
8 atate@martensonlaw.com
9 rlargent@martensonlaw.com

7 Lisa M. Szafranic, Esq.
8 **MARTENSON, HADBROUCK & SIMON LLP**
9 2573 Apple Valley Rd NE
10 Atlanta, GA 30097
11 Tel: 404-909-8100
12 Fax: 404-909-8120
13 lmszafranic@martensonlaw.com
14 Attorneys for Defendant Genuine Parts Company

13 **BOKHOUR LAW GROUP, P.C.**
14 Mehrdad Bokhour, Esq. (CA Bar No. 285256)
15 mehrdad@bokhourlaw.com
16 1901 Avenue of the Stars, Suite 450
17 Los Angeles, California 90067
18 Tel: (310) 975-1493; Fax: (310) 675-0861

18 **FALAKASSA LAW, P.C.**
19 Joshua S. Falakassa, Esq. (CA Bar No. 295045)
20 josh@falakassalaw.com
21 1901 Avenue of the Stars, Suite 450
22 Los Angeles, California 90067
23 Tel: (818) 456-6168; Fax: (888) 505-0868
24 Attorneys for Plaintiffs and the Aggrieved Employees

23 **Via Online Filing (LWDA)**
24 California Labor and Workforce Development Agency
25 Attn: PAGA Administrator
26 1515 Clay Street, Ste. 801
27 Oakland, CA 94612
28 <http://www.dir.ca.gov/Private-Attorneys-General-Act>



Make a Reservation

MARK CERVANTEZ vs GENUINE PARTS COMPANY, et al.

Case Number: 22STCV00981 Case Type: Civil Unlimited Category: Other Employment Complaint Case
Date Filed: 2022-01-10 Location: Stanley Mosk Courthouse - Department 61

Reservation

Case Name: MARK CERVANTEZ vs GENUINE PARTS COMPANY, et al.	Case Number: 22STCV00981
Type: Motion re: (Motion for PAGA Approval)	Status: RESERVED
Filing Party: MARK CERVANTEZ (Plaintiff)	Location: Stanley Mosk Courthouse - Department 61
Date/Time: 09/14/2023 10:00 AM	Number of Motions: 1
Reservation ID: 924102938000	Confirmation Code: CR-EALZTULUCVRHUDQJ4

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

Amount: \$61.65	Type: Visa
Account Number: XXXX6358	Authorization: 04547D
Payment Date: 1969-12-31	

Print Receipt

[Reserve Another Hearing](#)

