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

MATTHEW CORDOVA, individually, and
on behalf of aggrieved employees pursuant to
the Private Attorneys General Act
("PAGA");

Plaintiff,

v.

JAKKS PACIFIC, INC., a Delaware
corporation; and DOES 1 through 100,
inclusive;

Defendants.

Case No.: 22PSCV00149

Assigned for All Purposes to:
Honorable Peter A. Hernandez
Department O

**PLAINTIFF'S NOTICE OF
MOTION AND MOTION FOR
APPROVAL OF PRIVATE
ATTORNEYS GENERAL ACT (LABOR
CODE §§ 2698, *ET SEQ.*) SETTLEMENT
AGREEMENT AND ATTORNEYS'
FEES AWARD, LITIGATION COSTS
AWARD, AND ENHANCEMENT
AWARD; MEMORANDUM OF
POINTS AND AUTHORITIES IN
SUPPORT THEREOF**

[Reservation ID: 040058197516]

[Declaration of Counsel (Douglas Han);
Declaration of Plaintiff (Matthew Cordova);
and [Proposed] Order and Judgment filed
concurrently herewith]

Hearing Date: November 30, 2022
Hearing Time: 9:30 a.m.
Hearing Place: Department O

Complaint Filed: February 15, 2022
Trial Date: None Set

1 **PLEASE TAKE NOTICE** that on November 30, 2022 at 9:30 a.m., or as soon as
2 thereafter as the matter may be heard, before the Honorable Peter A. Hernandez in Department O
3 of the Los Angeles Superior Court (Pomona Courthouse South), located at 400 Civic Center Plaza,
4 Pomona, California 91766, Plaintiff Matthew Cordova (“Plaintiff”) will and hereby does move
5 for entry of the following orders:

- 6 1. Granting approval, pursuant to Labor Code section 2699(1), of the settlement between
7 Plaintiff and Defendants JAKKS Pacific, Inc. (“JAKKS Pacific”) and Workforce
8 Enterprises, Inc. (“WFE”) (collectively, “Defendants”) of the claims brought pursuant
9 to the Private Attorneys General Act of 2004 (“PAGA”) as set forth in the Confidential
10 Settlement Agreement and Release (“Settlement Agreement,” “Settlement,” or
11 “Agreement”), attached as **Exhibit 2** to the declaration of Douglas Han;
- 12 2. Approving the PAGA Penalties Fund available for payment of PAGA penalties that is
13 estimated to be \$185,631.64, seventy-five percent (75%) of which (\$139,223.73) will
14 be paid to the California Labor and Workforce Development Agency (“LWDA”)
15 (“LWDA Payment”) and twenty-five percent (25%) of which (\$46,407.91) will be paid
16 to the PAGA Group Members (“Net Settlement Amount”), on a pro rata basis, as their
17 Individual Settlement Award;
- 18 3. Directing Defendants to transfer the Gross Settlement Amount to the Settlement
19 Administrator in accordance with the Settlement Agreement;
- 20 4. Directing the mailing of the Individual Settlement Awards accompanied by an
21 explanatory letter providing notice of PAGA settlement to PAGA Group Members;
- 22 5. Awarding \$10,000 to Plaintiff as the Enhancement Award; and
- 23 6. Awarding Settlement Administration Costs to the Settlement Administrator of up to
24 \$20,000;
- 25 7. Awarding to Plaintiff’s Counsel, Justice Law Corporation, Attorneys’ Fees Award of
26 \$126,000 as compensation for reasonable attorneys’ fees and Litigation Costs Award
27 of \$18,368.36 as reimbursement for litigation costs and expenses incurred in litigating
28 the PAGA claim, pursuant to Labor Code section 2699(g)(1) and Code of Civil

1 Procedure section 1021.5;

2 This motion will be based upon the following Settlement Agreement, Declaration of
3 Plaintiff's Counsel (Douglas Han), Declaration of Plaintiff (Matthew Cordova) in support
4 thereof, the pleadings and other records on file with the Court in this matter, and such evidence
5 and oral argument as may be presented at the hearing on this motion.

6
7 Dated: July 22, 2022

JUSTICE LAW CORPORATION

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9 By: 
10 Douglas Han
11 *Attorneys for Plaintiff*
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1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. SUMMARY OF MOTION**

3 Under Labor Code section 2699(l)(2), Plaintiff seeks approval of the Agreement. Plaintiff
4 entered the Agreement on behalf of himself and all current and former hourly-paid employees
5 who worked at a facility owned or operated by JAKKS Pacific in California at any time from
6 December 8, 2020 to June 30, 2022, whether or not employed by JAKKS Pacific, WFE, or
7 another staffing agency. The PAGA Group excludes individuals covered by the PAGA settlement
8 in *Mata v. Disguise, Inc., et al*, Los Angeles Superior Court Case No. 21STCV47518, which
9 received court approval on March 18, 2022 (“PAGA Group,” “PAGA Group Member,” and
10 “PAGA Period”).

11 Subject to Court approval, the Parties agreed to resolve this case brought for a Gross
12 Settlement Amount of \$360,000 inclusive of the: (1) amount allocated for the LWDA that will
13 be distributed in accordance with Labor Code section 2699(i); (2) Attorneys’ Fees Award and
14 Litigation Costs Award, pursuant to Labor Code section 2699(g)(1); (3) Enhancement Award;
15 and (4) Settlement Administration Costs.

16 Plaintiff submits the Settlement is fair, adequate, and reasonable and meets requirements
17 for Court approval. Thus, Plaintiff respectfully requests this Court approve the Settlement.

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

19 On December 8, 2021, Plaintiff served a notice letter to the LWDA and Defendants.
20 Afterwards, on February 15, 2022, Plaintiff filed this representative PAGA action.¹

21 Plaintiff’s allegations are Defendants: (1) failed to pay minimum and overtime wages; (2)
22 failed to provide compliant meal and rest breaks; (3) failed to timely pay wages; (4) failed to
23 provide compliant wage statements; and (5) failed to reimburse necessary business expenses.²
24 After conducting significant investigation, the Parties’ counsel engaged in extensive negotiations
25 to try to resolve the entire matter. The Parties participated in private mediation on March 24,

26 ¹ (Declaration of Douglas Han In Support of Plaintiff’s Motion for Approval of Private
27 Attorneys General Act (Labor Code §§ 2698, *et seq.*) Settlement Agreement (“Han Decl.”), ¶
28 10.)

² (*Id.* at ¶ 21.)

2022 before Deborah Saxe that ultimately resulted in the settlement of this case.³

Plaintiff now moves for an order granting approval of the Settlement, pursuant to Labor Code section 2699(1)(2).

III. SUMMARY OF THE SETTLEMENT TERMS

A. Distribution of the Gross Settlement Amount

Defendants will pay a Gross Settlement Amount of \$360,000. The PAGA Penalties Fund will be the Gross Settlement Amount less the following: (1) Attorneys' Fees Award of \$126,000; (2) Litigation Costs Award of \$18,368.36; (3) Enhancement Award of \$10,000; and (4) Settlement Administration Costs of up to \$20,000.⁴ Twenty-five percent (25%) of the PAGA Penalties Fund will be distributed to each PAGA Group Member, on a pro rata basis, as their Individual Settlement Awards, and the remaining seventy-five percent (75%) of the PAGA Penalties Fund will be transmitted to the LWDA, pursuant to Labor Code section 2699(i).⁵

B. Distribution of the PAGA Penalties Fund

Fourteen (14) days after the Effective Date, Defendants shall deposit the Gross Settlement Amount with the Settlement Administrator.⁶ Within fourteen (14) calendar days of the funding of the Settlement, the Settlement Administrator will issue the payments required by section 7 of the Agreement to the appropriate entities or persons.⁷ Individual Settlement Awards will be paid in the form of a check delivered to each PAGA Group Member at the last known address on file with Defendants or as updated by the Settlement Administrator. Each Individual Settlement Award will be accompanied by an explanatory letter.⁸

³ (Han Decl., *supra*, at ¶¶ 15-16.)

⁴ (See Settlement Agreement attached as **Exhibit 2** to the Declaration of Douglas Han In Support of Plaintiff's Motion for Approval of Private Attorneys General Act (Labor Code §§ 2698, *et seq.*) Settlement Agreement filed concurrently herewith ("Settlement Agreement"), §§ 7(a), 7(b)(i), 7(b)(ii), 7(b)(iii), 7(b)(iv).)

⁵ (*Id.* at § 7(b)(v).)

⁶ (*Id.* at § 8(a).)

⁷ (*Id.* at § 8(b).)

⁸ (*Id.* at § 8(c)(i).)

1 Individual Settlement Award checks will remain negotiable for one hundred twenty (120)
2 days after the date of their issuance (“Check Stale Date”). Any Individual Settlement Award
3 checks not cashed, deposited, or negotiated after the Check Stale Date will be void and the amount
4 of those checks will be distributed to a *cy pres* organization to be selected by the Parties.⁹

5 **C. The Scope of the Release in the Settlement Agreement**

6 The Agreement and the judgment to be entered by the Court forever bar Plaintiff, the
7 LWDA, and any other representative, proxy, or agent thereof, including, but not limited to, any
8 and all PAGA Group Members, from pursuing any action against the Released Entities under
9 PAGA based on or arising out of violations of Labor Code sections alleged in this case, and
10 claims that could have been asserted in this case based upon the facts alleged in Plaintiff’s
11 complaint through the end of the PAGA Period (“Released Claims”). The Released Claims
12 include, but are not limited to, claims under the PAGA for civil penalties for alleged violations
13 of Labor Code sections 201, 202, 203, 204, 210, 218.5, 221, 226(a), 226.3, 226.7, 432.5, 510,
14 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802; and claims for
15 attorneys’ fees, costs, or interest resulting therefrom.¹⁰

16 The Released Entities include Defendants, United Employment Solutions, Inc., and
17 LaborNow, Inc., and each of their respective affiliated entities, officers, directors, representatives,
18 owners, partners, subsidiaries, parent companies, joint venturers, clients, venders, members, joint
19 employers, predecessors, successors-in-interest, assigns, and current and former employees,
20 including but not limited to agents, insurers, and attorneys (“Released Entities”).¹¹

21 **D. No Right to Object to or Opt Out of the Settlement**

22 “[A] PAGA action is a statutory action for penalties brought as a proxy for the state, rather
23 than a procedure for resolving the claims of other employees, there is no need to protect absent
24 employees’ due process rights[.]” *Williams v. Sup. Ct.* (2017) 3 Cal.5th 531, 546. “Unnamed
25 employees need not be given notice of the PAGA claim, nor do they have the ability to opt-out
26

27 ⁹ (Settlement Agreement, *supra*, at § 8(c)(ii).)

28 ¹⁰ (*Id.* at § 9(b).)

¹¹ (*Id.* at § 9(a).)

1 of the representative PAGA claim.” *Ochoa-Hernandez v. CJADERS Foods, Inc.* (N.D. Cal. Apr.
2 2, 2010), 2010 WL 3570777, at p. *5. “PAGA does not make other potentially aggrieved
3 employees parties” to the action and no “due process concerns arise under PAGA because absent
4 employees do not own a personal claim for PAGA civil penalties and whatever personal claims
5 the absent employees might have for relief are not at stake.” *Williams, supra*, at 546-547 (internal
6 references omitted, citing *Amalgamated Transit Union, Local 1756, AFL-CIO v. Sup. Ct.* (2009)
7 46th Cal.4th 993, 1003 and *Iskanian v. CLS Trans. Los Angeles, LLC*, (2014) 58 Cal.4th 348,
8 381.)

9 “[A]bsent fellow employees will be bound by the outcome of any PAGA action[.]”
10 *Williams* at 548 (internal references omitted, citing *Arias, supra*, 980-981; *Fireside Bank v. Sup.*
11 *Ct.* (2007) 40 Cal.4th 1069, 1074 and *Richmond v. Dart Indus., Inc.* (1981) 29 Cal, 3d 462, 474.)

12 As such, consistent with the law, the Settlement does not provide for a procedure for
13 PAGA Group Members to opt out or otherwise exclude themselves the Settlement.

14 **IV. STANDARD FOR APPROVAL OF A PAGA SETTLEMENT**

15 The PAGA allows an “aggrieved employee” to bring a civil action on behalf of himself,
16 other aggrieved employees and the State to recover civil penalties with respect to provisions of
17 the Labor Code that do not otherwise provide for civil penalties (Lab. Code § 2699(g)), and also,
18 civil penalties which, outside of PAGA, only the LWDA can assess upon and collect from an
19 employer (Lab. Code § 2699(a)). Before bringing a civil action under PAGA, an employee must
20 comply with Labor Code section 2699.3. See Lab. Code § 2699(a).

21 The settlement of a PAGA claim requires court approval. See Lab. Code § 2699(l)(2)
22 (“The superior court shall review and approve any settlement of any civil action pursuant to this
23 part.”). However, “[a] PAGA claim asserted on a non-class representative basis . . . is not
24 considered a class action but a law enforcement action” and, therefore, does not have to meet the
25 requirements of a class action. *Casida v. Sears Holdings Corp.* (E.D. Cal. Jan. 26, 2012) 2012
26 WL 253217, at *3; *Thomas v. Aetna Health of Cal., Inc.* (E.D. Cal. June 2, 2011) 2011 WL
27 2173715, at *11; *Arias, supra*, 46 Cal.4th at 980-88 (affirming lower court’s holding that
28 “plaintiff need not satisfy class action requirements” to assert a PAGA claim); *Pedroza v*

1 *PetSmart, Inc.* (C.D. Cal. Jan. 28, 2013) 2013 WL 1490667, at *15. As such, a court’s review of
2 a PAGA settlement involves analysis of several unique features that render the approval process
3 distinct from approval of a class action settlement. A court reviewing a PAGA settlement need
4 only “ensur[e] that a negotiated resolution is fair to those affected.” *Williams, supra*, 549 (citing
5 Lab. Code § 2699(l)(2)). Although Labor Code section 2699(l) does not set forth the criteria on
6 which a PAGA settlement is to be judged, courts have approved settlements of PAGA claims.¹²

7 In a PAGA case, the Court’s focus is not the amount which “aggrieved employees” are to
8 receive, but instead, whether the total settlement amount achieves PAGA’s objectives. The
9 purpose of PAGA is “to incentivize private parties to recover civil penalties for the government
10 that otherwise may not have been assessed and collected by overburdened state enforcement
11 agencies.” See *Ochoa-Hernandez, supra*, 2010 WL 3570777, at *4 (citing *Arias, supra*, 46
12 Cal.4th at 986). Penalties recovered under the PAGA are, in part, to “be distributed to the
13 [LWDA] for enforcement of labor laws . . . and for education of employers and employees about
14 their rights and responsibilities under this code, to be continuously appropriated to supplement
15 and not supplant the funding to the agency for those purposes.” See Lab. Code § 2699(j). The
16 recovery of penalties on behalf of the state, by way of a PAGA claim, is essentially a law
17 enforcement action. See *Amalgamated, supra*, 46 Cal.4th at 1003 (stating that the PAGA is
18 mechanism for “an aggrieved employee to recover civil penalties—for Labor Code violations—
19 that otherwise would be sought by state labor law enforcement agencies”); see also *Iskanian,*
20 *supra*, at 381.

21 ///

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23 ///

25 ¹² (See also See, e.g., *Resendez v. Bridgestone Retail Operations, LLC*, Los Angeles Sup.
26 Ct., Case No. BC596892 (June 2016), *DCH Auto Wage and Hour Cases*, Los Angeles Sup.
27 Ct., Case No. JCCP4833 (May 2017); *Garcia v. Gordon Trucking* (E.D. Cal. Oct. 31, 2012)
28 2012 WL 5364575, at *3; *Schiller v. David’s Bridal, Inc.* (E.D. Cal. June 11, 2012) 2012 WL
2117001, at *14; *Chu v. Wells Fargo Invs., LLC* (N.D. Cal. Feb. 16, 2011) 2011 WL 672645,
at *1; *Franco v. Ruiz Food Prods.* (E.D. Cal. Nov. 27, 2012) 2012 WL 5941801, at *14;
Nordstrom Commissions Case (2010) 186 Cal.App. 4th 576, 589.)

1 **V. THE PROPOSED SETTLEMENT IS FAIR AND SHOULD BE APPROVED.**

2 **A. The Factors Giving Rise to a Presumption of Fairness Exist.**

3 The Parties reached the Settlement through arm's-length negotiations through
4 experienced counsel and a mediator at a full-day mediation.¹³ A settlement agreement that is "the
5 product of extensive and hard-fought adversarial negotiations between the parties" is entitled to
6 a presumption of fairness. *Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 245.

7 The Settlement is presumptively fair because it: (1) is the product of non-collusive, arm's-
8 length negotiations; (2) was negotiated by counsel with significant experience in similar wage-
9 and-hour litigation; and (3) occurred after Parties' counsel engaged in significant investigation
10 the strengths of this case and the risks of continued litigation. During all settlement discussions,
11 Parties conducted their negotiations at arm's-length from an adversarial position.¹⁴

12 The Parties agreed this matter is well-suited for settlement given the strengths and
13 weaknesses of the PAGA claim, and Plaintiff's Counsel believe the Settlement is a fair, adequate,
14 and reasonable resolution of this matter.¹⁵ Plaintiff's Counsel have extensive experience in
15 representative and class action wage-and-hour litigation and used that experience to achieve an
16 exceptional result.¹⁶ Therefore, the Court should give considerable weight to the competency,
17 experience, and opinion of counsel and the involvement of a neutral mediator in assuring the
18 Settlement is a product of hard-fought negotiations that was entered without collusion. See
19 *Kirkorian v. Borelli* (N.D. Cal. 1988) 695 F.Supp. 446, 451 (opinion of experienced counsel is
20 entitled to considerable weight); *Boyd v. Bechtel Corp.* (N.D. Cal. 1979) 485 F.Supp. 610, 616-
21 17, 622 (recommendations of plaintiffs' counsel should be given a presumption of
22 reasonableness); see also *Satchell v. Fed. Express Corp.* (N.D. Cal. Apr. 13, 2007) 2007 WL
23 1114010, at *4 (stating that the "assistance of an experienced mediator in the settlement process
24 confirms that the settlement is non-collusive").

25 ///

26 ¹³ (Han Decl., *supra*, at ¶¶ 15-16.)

27 ¹⁴ (Han Decl., *supra*, at ¶¶ 15-16.)

28 ¹⁵ (*Id.* at ¶¶ 24, 49.)

¹⁶ (*Id.* at ¶¶ 2-8; Exhibit 1.)

1 The provisions of the Labor Code potentially triggering PAGA penalties in this case
2 include, but are not limited to, Labor Code sections 201, 202, 203, 204, 210, 218.5, 221, 226(a),
3 226.3, 226.7, 246, 432.5, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800
4 and 2802. Defendants assert, regardless of the results of the underlying causes of action, PAGA
5 penalties are not mandatory but permissive and discretionary. Defendants also maintain they had
6 a strong argument it would be unjust to award maximum PAGA penalties given the law's
7 unsettled state. (*Thurman v. Bayshore Transit Mgmt., Inc.* (2012) 203 Cal.App.4th 1112
8 [reducing penalties by 30% under this authority].) Defendants argued without stacking and
9 limited to the initial violation, the PAGA penalties would be **\$250,000** (2,500 employees x \$100
10 initial violations) on the low end and **\$2,000,000** (2,500 employees x \$100 x 8 theories of
11 recovery) on the high end.²¹

12 Many of the causes of action brought were cumulative for which the Court may or may not
13 stack the violations. Thus, a Gross Settlement Amount of \$360,000 for PAGA civil penalties was
14 reasonable and significant. When PAGA penalties are negotiated in good faith and “there is no
15 indication that [the] amount was the result of self-interest at the expense of other Class Members,”
16 such amounts are generally considered reasonable. *Hopson v. Hanesbrands Inc.*, Case No. 08-
17 00844, 2009 U.S. Dist. LEXIS 33900, at *24 (N.D. Cal. Apr. 3, 2009); *see, e.g., Nordstrom Com.*
18 *Cases*, 186 Cal. App. 4th 576, 579 (2010) (“[T]rial court did not abuse its discretion in approving
19 a settlement which does not allocate any damages to the PAGA claims.”). Plaintiff’s Counsel
20 negotiated about an average of **\$33.01** in penalties per aggrieved pay period would be fair and
21 reasonable [$\$360,000 \div 10,905$ pay periods in PAGA Period = **\$33.01**]. Considering the recent
22 cases justifying \$5 per pay period, *see e.g., Carrington v. Starbucks Corp.* 30 Cal.App.5th 504
23 (2018), **\$33.01** per pay period is great result.²²

24 ///

25 ///

26 ///

27
28 ²¹ (Han Decl., *supra*, at ¶¶ 25-29.)

²² (*Id.* at ¶ 30.)

1 **C. The Settlement Avoids Risky, Complex, and Lengthy Further Litigation.**

2 Courts favor the voluntary conciliation and settlement of complex litigation. *Class*
3 *Plaintiffs v. City of Seattle* (9th Cir. 1992) 955 F.2d 1268, 1276. Generally, “unless the settlement
4 is clearly inadequate, its acceptance and approval are preferable to lengthy and expensive
5 litigation with uncertain results.” *Nat’l Rural Telecomms. Coop. v. DIRECTV, Inc.* (C.D. Cal. Jan.
6 5, 2004) 221 F.R.D. 523, 526 (citation omitted).

7 Both sides used the pre-mediation time to investigate the veracity, strength, and scope of
8 the PAGA claim. The Parties engaged in discovery and exchanged documents and data relevant
9 to Plaintiff’s claim and Defendants’ defenses to determine the potential value and strength of the
10 PAGA claim. Parties’ Counsel undertook significant investigation and invested time reviewing
11 and analyzing relevant documents and data to evaluate Plaintiff’s claims, including Plaintiff’s
12 Counsel’s calculation of the potential penalties recoverable under PAGA.²³

13 **D. The Settlement Is Fair, Adequate, and Reasonable.**

14 “[T]he very essence of a settlement is compromise, ‘a yielding of absolutes and an
15 abandoning of highest hopes.’” *Officers for Justice v. Civil Serv. Comm’n* (9th Cir. 1981) 688
16 F.2d 615, 624. “The proposed settlement is not to be judged against a hypothetical or speculative
17 measure of what might have been achieved by the negotiators.” *Id.* at 625.

18 The Settlement provides a significant monetary benefit to the LWDA and PAGA Group
19 Members and falls well within the range of acceptable settlement. Under the Agreement,
20 Defendants agreed to pay a Gross Settlement Amount of \$360,000. The PAGA Penalties Fund is
21 currently estimated to be \$185,631.64. The proposed plan of allocation of the PAGA Penalties
22 Fund to the LWDA and PAGA Group Members fully complies with Labor Code section 2699(i).

23 Plaintiff and Plaintiff’s Counsel recognize the expense, length, and risk of continued
24 proceedings necessary to litigate the disputes. They are aware of the burdens of proof necessary
25 to establish liability and the difficulties in establishing Defendants’ liability for penalties on
26 behalf of Plaintiff and the PAGA Group Members. Finally, Plaintiff and Plaintiff’s Counsel
27 considered Defendants’ agreement to enter a settlement that confers significant relief.

28

²³ (Han Decl., *supra*, at ¶¶ 13-14, 24.)

Collectively, Plaintiff and Plaintiff's Counsel determined the Settlement represents a fair, adequate, and reasonable resolution of the PAGA claim.²⁴

Therefore, the results achieved, and the PAGA allocation provided by the Settlement, is within the range of acceptable settlement under the circumstances.²⁵

E. The Experience and Views of Plaintiff's Counsel Favor Settlement Approval.

Plaintiff's Counsel are experienced in complex representative and class action wage-and-hour litigation.²⁶ Plaintiff's Counsel believe the benefit conferred by the Settlement is eminently fair and reasonable and in the best interests of the LWDA and PAGA Group Members.²⁷

VI. APPROVAL OF THE REQUESTED ATTORNEYS' FEES.

A. A Fee Award of Percentage of the Entire Fund is Appropriate.

The Settlement provides for Plaintiff's Counsel to apply for an Attorneys' Fees Award \$126,000 (35% of the Gross Settlement Amount). The requested Attorneys' Fees Award is commensurate with the: (1) risks undertaken; (2) time, effort, and expense dedicated; (3) skills and determination shown; (4) value achieved; and (5) other cases turned down.

Plaintiff's Counsel are entitled to recover reasonable attorneys' fees and costs as a matter of right under PAGA. See Lab. Code § 2699(g)(1). Plaintiff's Counsel is entitled to fees and costs under Code of Civil Procedure section 1021.5, as the instant PAGA action is by definition "for

²⁴ (Han Decl., *supra*, at ¶¶ 21, 24, 49.)

²⁵ (See, e.g., *DCH Auto Wage and Hour Cases*, Los Angeles Sup. Ct., Case No. JCCP4833 (May 2017) (approving \$15,000 out of \$4 million toward settlement of PAGA claims); *Garcia, supra*, 2012 WL 5364575, at *3 (approving \$10,000 out of \$3.7 million toward settlement of PAGA claims); *Schiller, supra*, 2012 WL 2117001, at *14 (approving \$10,000 out of \$518,245 toward settlement of PAGA claims); *Chu, supra*, 2011 WL 672645, at *1 (approving \$10,000 out of \$6.9 million toward settlement of PAGA claims); *Franco, supra*, 2012 WL 5941801, at *14 (approving \$10,000 out of \$2.5 million toward settlement of PAGA claims); *Nordstrom Commissions Case, supra*, at 589 (finding no abuse of discretion by the trial court in approving a settlement that allocates \$0 toward the settlement of PAGA claims at issue in the lawsuit).)

²⁶ (Han Decl., *supra*, at ¶¶ 2-8; Exhibit 1.)

²⁷ (*Id.* at ¶ 49.)

1 the benefit” of others and has secured monetary awards for PAGA Group Members.²⁸
2 Furthermore, the payment to the LWDA will also benefit the agency in enforcing labor laws and
3 educating “employers and employees about their rights and responsibilities under [the Labor
4 Code].” Lab. Code § 2699(i).

5 Plaintiff’s Counsel investigated and litigated this case for almost a year before mediation
6 with a real chance of not reaching a resolution. The ongoing work has been extensive and
7 successful in achieving a settlement.²⁹ Plaintiff’s Counsel have borne all the risks and costs of
8 litigation and will not receive any compensation until recovery. Thus, the requested Attorneys’
9 Fees Award and Litigation Costs Award are reasonable and should be awarded.

10 **B. The Requested Attorneys’ Fees Award is Reasonable Based on the Factors**
11 **Considered in Determination of Fee Awards.**

12 The factors courts consider in determining whether fee awards are reasonable are: (1) time
13 and labor required; (2) novelty and difficulty of the questions; (3) requisite skills to perform the
14 legal services; (4) preclusion of other employment by the attorney; (5) customary fee; (6) whether
15 the fee is fixed or contingent; (7) time limitation imposed; (8) amount involved and results
16 obtained; (9) experience, reputation and ability of the attorney; (10) undesirability of the case;
17 (11) nature and length of the professional relationship; and (12) awards in similar cases. *Camden*
18 *I Condo. Ass’n, Inc. v. Dunkel* (11th Cir. 1991) 946 F. 2d 768, 772.

19 It should be highlighted the percentage award sought is commensurate with: (1) results
20 obtained; (2) extraordinary risks undertaken; (3) novelty and difficulty of this case; and (4) skills
21 displayed and the quality of work, which are addressed below.

22 **1. *The Results Obtained***

23 The results attorneys obtain for their clients is an important factor when determining the
24 reasonability of a percentage-based fee. *See Laffitte v. Robert Half Int’l, Inc.* (2016) 1 Cal.5th
25 480, 489. Law firms that obtain exceptional results for clients expect them to be reflected in their

26 ²⁸ (See *Estrada v. FedEx Ground Package Sys. Inc.* (2007) 154 Cal.App.4th 1, 16-17
27 (recognizing that recovery obtained on behalf of 209 individual satisfies the “significant
28 benefit,” “public interest,” and “large class of persons” requirements of Code of Civil Procedure
section 1021.5, regardless of plaintiff’s personal motivation).)

²⁹ (Han Decl., *supra* at ¶¶ 11-13.)

1 fees.

2 The results obtained are reasonable as Plaintiff's Counsel obtained a settlement of
3 \$360,000 without the need for extended litigation. If this case went to trial, there was no guarantee
4 the trial would have been short or either party would have prevailed. Even if the Parties reached
5 a similar settlement, it would have been undercut by additional expenses incurred. Resolution of
6 this dispute at this stage is preferred as the Parties were moving to the phase where significant
7 time and money would inevitably have to be spent to prepare for trial.

8 Consequently, by agreeing to settle this case prior to trial, Plaintiff's Counsel used their
9 skills and experience to obtain a fair result for the PAGA Group Members at far less expense. By
10 avoiding the uncertainties associated with conducting trial and Defendants' responses to
11 Plaintiff's allegations, Plaintiff's Counsel obtained those results more quickly and surely than if
12 the matter had been litigated to final resolution. Under California law, this factor also supports
13 the requested fee. *See Lealao v. Beneficial Cal., Inc.*, (2000) 82 Cal. App. 4th 19, 51.

14 ***2. The Extraordinary Risk Taken by Plaintiff's Counsel***

15 Whether or not representation is provided on a contingency basis is an important factor:

16 A contingent fee must be higher than a fee for the same legal services paid as they are
17 performed [and] [...] compensates the lawyer not only for the legal services he renders
18 but for the loan of those services. A lawyer who both bears the risk of not being paid and
19 provides legal services is not receiving the fair market value of his work if he is paid
20 only for the second of these functions. If he is paid no more, competent counsel will be
21 reluctant to accept fee award cases. (internal quotes and citations omitted)

22 *Cates v. Chiang* (2013) 213 Cal. App. 4th 791, 823.

23 Plaintiff executed a contingent fee agreement. This meant no recovery would have equated
24 to no compensation for 347 hours of work and \$18,368.36 litigation costs incurred.³⁰

25 Several factors made this case tricky, including: (1) size of PAGA Group; (2) difficulties
26 in pinning down job responsibilities, wages paid, meal and rest breaks taken; (3) number of
27 documents that had to be analyzed; (4) shifting wage-and-hour laws; (5) the fact Defendant
28 conducted its business in different locations; (6) the fact several employees worked for Defendant

³⁰ (Han Decl., *supra*, at ¶¶ 41, 45; Exhibits 4, 7.)

1 through temporary employment agencies; and (7) Defendants’ firm resistance to the relief.

2 **3. The Novelty and Difficulty of the Litigation**

3 The myriad of difficulties addressed above made this case more complex and difficult
4 than the average lawsuit. Plaintiff’s Counsel overcame them by obtaining a settlement that is fair,
5 adequate, and reasonable. The fact Plaintiff’s Counsel were able to obtain a reasonable settlement
6 despite these obstacles speaks volumes of their skills. *See Lealao*, 82 Cal.App.4th at 42 (counsel’s
7 “special skill and experience of counsel” a relevant factor when determining fee award).

8 The Task & Time Chart set forth substantial number of hours devoted, allocating the total
9 time to the tasks that were required to bring this matter to its successful conclusion. The chart is
10 thorough, comprehensive, and demonstrates the effort to diligently manage this case.³¹ As stated
11 in the previous section, this was not a clear-cut case, and Plaintiff’s Counsel had to overcome
12 several roadblocks and obstacles before they could reach a reasonable settlement. The fact this
13 case has been litigated for a year speaks volumes of the novelty and difficulty of this case that
14 Plaintiff’s Counsel had to deal with and overcome.

15 **4. The Skill Displayed and Quality of Work**

16 The level of skill displayed and the excellent quality of work it produced also justify the
17 requested fee. Plaintiff’s Counsel are skilled and experienced representative and class action
18 wage-and-hour litigators. The Task & Time Chart further illustrates this assertion.

19 Plaintiff’s Counsel used the pre-mediation time period to investigate the veracity,
20 strength, and scope of the PAGA claims and to prepare for representative adjudication. This
21 included, among other things: (1) case strategy and analysis; (2) drafting, reviewing, and revising
22 pleadings and a mediation brief; (3) preparing for and appearing for court proceedings; (4)
23 undertaking calculations of the value of the claims; (5) propounding formal discovery; and (6)
24 preparing for and attending the mediation and settlement negotiations. In addition to determining
25 scope of the PAGA Group Members, Plaintiff’s Counsel undertook the time-consuming task of
26 locating and interviewing PAGA Group Members to verify if Plaintiff’s claims raised
27 individualized issues.³²

28 ³¹ (Han Decl., *supra*, at ¶ 41; Exhibit 4.)

³² (Han Decl., *supra*, at ¶ 13.)

1 **C. The Lodestar Methodology Also Justifies Approval of the Requested Fees.**

2 Plaintiff's Counsel spent 347 hours litigating this matter. Plaintiff's Counsel's hourly rates
3 are supported by the 2021 Real Rate Report that was compiled by Wolter Kluwer that surveyed
4 the hourly rates charged in 2021 by hundreds of attorneys in California. Likewise, Plaintiff
5 Counsel's hourly rates are also in line with the Laffey Matrix.³³

6 Plaintiff's Counsel documented lodestar is calculated to be \$216,615. When cross-
7 checked with the requested Attorneys' Fees Award, it results in a negative multiplier of 0.58. The
8 hours spent are fully documented and consistent with those that would be expected in a matter of
9 this duration, complexity, and amounts at stake.³⁴

10 **1. *Plaintiff's Counsel Performed Work for a Reasonable Number of Hours.***

11 The Task & Time Chart evidence the numerous tasks that were performed to seek all
12 necessary information.³⁵ Thus, Plaintiff's Counsel spent a reasonable number of hours working
13 on this case, and their application for attorneys' fees is within the range of reasonableness.

14 The case involved, among other things, gathering and analyzing data from Defendants
15 and the PAGA Group Members. Plaintiff's Counsel undertook intense preparation to resolve the
16 entire matter through mediation. These intense preparations ranged from locating and
17 interviewing several putative PAGA Group Members, reviewing a myriad of documents,
18 determining the scope of the PAGA Group Members, verifying the strengths of Plaintiff's claims,
19 etc.

20 **2. *The Fees Requested Represent a Reasonable Hourly Rate of***
21 ***Compensation.***

22 Plaintiff's Counsel's hourly rates are well within the range of rates charged by comparably
23 qualified attorneys in California and the legal profession in general for comparably complex
24 work. By extension, Plaintiff's Counsel's hourly rates are also in line with the Laffey Matrix.³⁶

25
26 ³³ (Han Decl., *supra*, at ¶ 43; Exhibits 5-6.)

27 ³⁴ (*Id.* at ¶¶ 42, 44.)

28 ³⁵ (Han Decl., *supra*, at ¶ 41; Exhibit 4.)

³⁶ (*Id.* at ¶¶ 42-43; Exhibits 5-6.)

Plaintiff's Counsel's hourly rates are reasonable for the following reasons: (1) comparable hourly rates for similar services have been deemed to be reasonable in several cases in California; and (2) several surveys of legal rates have supported Plaintiff Counsel's hourly rates. Based on the attorney time expended, the lodestar fees incurred to date total \$216,615, resulting in a negative multiplier of 0.58 when cross-checked to the requested Attorneys' Fees Award.³⁷

VII. THE LITIGATION COSTS TO BE REIMBURSED AND SHOULD BE APPROVED

The Settlement provides for Litigation Costs Award not to exceed \$20,000.³⁸ Plaintiff's Counsel have incurred \$18,368.36 in litigation costs and expenses, which were reasonable and necessary.³⁹ Thus, Plaintiff's Counsel request the Court order reimbursement for the above-mentioned costs as the Litigation Costs Award.

VIII. APPROVAL OF THE PROPOSED ENHANCEMENT AWARD TO PLAINTIFF

The Settlement provides for an Enhancement Award of \$10,000 to Plaintiff.⁴⁰ Plaintiff contributed considerable time and effort to the litigation to enforce the Labor Code, producing relevant documents and providing the facts and evidence necessary to support the allegations (*i.e.*, describing work experience and work environment created by Defendants). Plaintiff was available whenever Plaintiff's Counsel needed him and tried to obtain documents and information that would aid the litigation of this case (*i.e.*, contact information of PAGA Group Members). Plaintiff was made aware of and accepted the risks and consequences associated with serving as the named plaintiff (*i.e.*, difficulty finding employment, risk of a judgment entered against him for attorneys' fees and costs). Plaintiff's continued assistance has proven to be invaluable in terms of developing legal theories, interviewing PAGA Group Members, and obtaining documents.⁴¹

³⁷ (Han Decl., *supra*, at ¶¶ 42, 44.)

³⁸ (Settlement Agreement, *supra*, § 7(b)(ii).)

³⁹ (Han Decl., *supra*, at ¶ 45; Exhibit 7.)

⁴⁰ (Settlement Agreement, *supra*, at § 7(b)(iv).)

⁴¹ (Han Decl., *supra*, at ¶ 48; Declaration of Matthew Cordova In Support of Plaintiff's Motion for Approval of Private Attorneys General Act (Labor Code §§ 2698, *et seq.*) Settlement

(Footnote continued)

1 Finally, Plaintiff is not related to anyone associated with Plaintiff's Counsel nor has
2 Plaintiff entered any undisclosed agreements or received any undisclosed compensation.⁴² This
3 is further proof Plaintiff's interests are not averse to the PAGA Group Members. Thus, it is fair
4 and reasonable to award Plaintiff an Enhancement Award of \$10,000.

5 **IX. THE SETTLEMENT ADMINISTRATION COSTS SHOULD BE APPROVED**

6 The Agreement provides for the payment of Settlement Administration Costs of up to
7 \$20,000 to CPT Group, Inc. ("CPT Group").⁴³ The Settlement Administration Costs are intended
8 to cover the costs incurred by CPT Group for performing its duties outlined in Agreement.
9 Plaintiff's Counsel have worked with CPT Group in the past and are familiar with their superior
10 reputation and work product. Thus, the Court should approve the payment of the Settlement
11 Administration Costs of up to \$20,000 to CPT Group.

12 **X. CONCLUSION**

13 The Settlement is fair, adequate, and reasonable, as it represents a reasoned compromise.
14 Based thereon, Plaintiff requests the Court approve the Settlement, including the plan of
15 allocation and distribution of the Gross Settlement Amount, Attorneys' Fees Award, Litigation
16 Costs Awards, Settlement Administration Costs, and Enhancement Award.

17
18 Dated: July 22, 2022

JUSTICE LAW CORPORATION

19
20 By: 
21 Douglas Han
22 Attorneys for Plaintiff
23
24
25
26

27 _____
28 Agreement ("Cordova Decl."), ¶¶ 5-10.)

⁴² (Cordova Decl., *supra*, at ¶ 13.)

⁴³ (Settlement Agreement, *supra*, at § 7(b)(iii).)



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Make a Reservation

MATTHEW CORDOVA vs JAKKS PACIFIC, INC., A DELAWARE CORPORATION

Case Number: 22PSCV00149 Case Type: Civil Unlimited Category: Other Employment Complaint Case

Date Filed: 2022-02-15 Location: Pomona Courthouse South - Department O

Reservation

Case Name:

MATTHEW CORDOVA vs JAKKS PACIFIC, INC., A
DELAWARE CORPORATION

Case Number:

22PSCV00149

Type:

Motion re: (Motion for Approval of Private Attorneys
General Act (Labor Code §§ 2698, Et Seq.) Settlement
Agreement and Attorneys' Fees Award, Litigation Costs
Award, and Enhancement Payment)

Status:

RESERVED

Filing Party:

Matthew Cordova (Plaintiff)

Location:

Pomona Courthouse South - Department O

Date/Time:

11/30/2022 9:30 AM

Number of Motions:

1

Reservation ID:

040058197516

Confirmation Code:

CR-M6K99A65X3GNYEWXT

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:

AmericanExpress

Account Number:

XXXX1001

Authorization:

263022

Print Receipt

[Reserve Another Hearing](#)

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PROOF OF SERVICE
1013A(3) CCP

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 751 N. Fair Oaks Avenue, Suite 101, Pasadena, CA 91103 and my electronic service address is manderson@justicelawcorp.com

On July 22, 2022, I served the foregoing document described as

PLAINTIFF'S NOTICE OF MOTION AND MOTION FOR APPROVAL OF PRIVATE ATTORNEYS GENERAL ACT (LABOR CODE §§ 2698, *ET SEQ.*) SETTLEMENT AGREEMENT AND ATTORNEYS' FEES AWARD, LITIGATION COSTS AWARD, AND ENHANCEMENT AWARD; MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT THEREOF

for the following case: **Cordova v. Jakks Pacific, Inc.**
LWDA/Court Case No.: **LWDA Case No.: CM-856604-21**
Court Case No.: 22PSCV00149
Los Angeles County Superior Court

on interested parties in this action by electronically submitting as follows:

State of California
Labor & Workforce Development Agency
800 Capitol Mall, MIC-55
Sacramento, California 95814

[X] BY ELECTRONIC SUBMISSION

Pursuant to California Senate Bill No. 836, I caused the documents described above to be electronically submitted by and through the procedure stated on the website of the State of California Labor and Workforce Development Agency.

[X] STATE

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on July 22, 2022, at Pasadena, California.

