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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF SAN JOAQUIN**

ROLLETA MANGARON, on behalf of the State
of California, as a private attorney general,

Plaintiff,

vs.

DOCTORS HOSPITAL OF MANTECA, INC. a
California Corporation; and DOES 1 through 50,
inclusive,

Defendants.

Case No. STK-CV-UOE-2022-2437

**NOTICE OF MOTION AND MOTION
TO APPROVE PAGA SETTLEMENT;
and,**

**MEMORANDUM OF POINTS AND
AUTHORITIES IN SUPPORT OF
MOTION**

Hearing Date: _____

Hearing Time: 9:00 a.m.

*[Proposed Hearing Dates are 9/29/26,
9/30/26, 10/6/26, 10/7/26, and 10/8/26]*

Judge: Hon. John Soldati
Dept.: 10D

Action Filed: Aril 5, 2022
Trial Date: Not Set

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

2 YOU ARE HEREBY NOTIFIED THAT at 9:00 a.m. on at date to be set by the clerk
3 at the time this motion is filed, in Department 10 D of the above entitled Court before the
4 Honorable John Soldati, Plaintiff Rolleta Mangaron (“Plaintiff”) will and hereby does move
5 for an order approving the settlement of the PAGA claim alleged against Defendant Doctors
6 Hospital of Manteca, Inc. (“Defendant”) in accordance with Labor Code §2699(l). The
7 proposed settlement is set forth in the accompanying PAGA Settlement Agreement
8 (“Agreement”).

9 This Motion will be based on this notice, the accompanying points and authorities, the
10 Declaration of Justin Hewgill, the Agreement, and the complete files and records in this action.
11 The Labor Workforce Development Agency has been served with this motion and the
12 Agreement as set forth in the accompanying proof of service.

13 Respectfully submitted,

14 Dated: September 1, 2026

**BLUMENTHAL NORDREHAUG
BHOWMIK DE BLOUW LLP**

16 By: /s/ Justin Hewgill
17 Justin Hewgill
18 Attorneys for Plaintiff
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1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. INTRODUCTION**

3 Plaintiff Rolleta Mangaron (“Plaintiff”) reached a settlement of the California Private
4 Attorneys General Act, Cal. Labor Code §2699, *et seq.* (“PAGA”) claim asserted in this action
5 against Defendant Doctors Hospital of Manteca, Inc., (“Defendant”) (collectively, the
6 “Parties”) which provides for a “Gross PAGA Settlement Amount” payment in the amount of
7 \$ 516,000. In accordance with California Labor Code §2699(l), Plaintiff now asks this Court
8 to review and approve the settlement of Plaintiff’s PAGA claims.¹ This is only a settlement
9 of the PAGA claims for civil penalties and is not a class settlement and does not release the
10 individual wage claims, if any, of the affected employees other than the Plaintiff herself. Cal.
11 Labor Code § 2699(g)(1); *Iskanian v. CLS Transportation*, 59 Cal. 4th 348, 381 (2014); *ZB*,
12 *N.A. v. Superior Court*, 8 Cal. 5th 175, 182 (2019) (unpaid wages are not recoverable under
13 PAGA).

14 The PAGA settlement is set forth in the accompanying PAGA Settlement Agreement
15 (“Agreement”) and the form used for Agreement is the Los Angeles Superior Court’s model
16 form. A true and correct copy of the Agreement which sets forth the terms for the settlement
17 of the PAGA claims is attached as Exhibit #1 to the Declaration of Justin Hewgill, filed
18 herewith. Capitalized terms shall have the same meaning as defined in the Agreement. The
19 LWDA received notice of this Settlement, and this motion as set forth in the accompanying
20 proof of service.

21 A proposed order confirming review and approval of the PAGA settlement is submitted
22 herewith.

23 **II. RELEVANT FACTS**

24 Settlement Counsel mailed the necessary correspondence to the California Labor and
25 Workforce Development Agency (“LWDA”) on January 24, 2022, on behalf of Plaintiff,
26

27 ¹ Section 2699(1)(2) provides as follows: “The superior court shall review and approve any settlement
28 of any civil action pursuant to this part.” The PAGA claim here was initiated prior to June 2024, so
the prior version of Labor Code § 2699 applies.

1 requesting authorization from the LWDA to seek civil penalties as provided by the Private
2 Attorney General Act of 2004 (“PAGA”) for the wage and hour violations alleged in the
3 PAGA Notice. (Declaration of Justin Hewgill, at ¶3). The 65-day notice period for the LWDA
4 to notify of its intent to investigate expired on January 6, 2024. On January 8, 2024, Plaintiff
5 Mangaron filed a Representative Action Complaint in this Court against Defendant Doctors
6 Hospital of Manteca, Inc., alleging a single cause of action for recovery of civil penalties for
7 Violation of the PAGA [Labor Code §§ 2698, *et seq.*].

8 Plaintiff and Defendant agreed to mediate with Lisa Klerman. Prior to the mediation,
9 the Parties conducted significant investigation and discovery of the facts and law. Defendant
10 produced hundreds of pages of documents relating to its policies, practices, and procedures
11 regarding paying non-exempt employees for all hours worked, overtime, meal and rest period
12 policies, payroll and operations policies, and more. Plaintiff was provided with sufficient
13 records and data to determine the number of PAGA Employees and the number of pay periods
14 in the PAGA Period. The Parties agree that the above-described investigation and evaluation,
15 as well as the information exchanged during the settlement negotiations, are more than
16 sufficient to assess the merits of the Parties’ positions and to compromise the issues on a fair
17 and equitable basis. (Hewgill Decl., at ¶ 3).

18 Plaintiff’s theory of PAGA liability as argued at mediation alleged that Defendant is
19 liable for failing to pay all time worked (rounding, and working while clocked out for meal
20 and being contacted while not on shift), failing to provide adequate meal breaks, and rest
21 breaks (i.e. monitoring phones, ork conditions that made full breaks impossible, and not being
22 allowed to leave the hospital), regular rate based on failing to incorporate shift differentials
23 and therefore miscalculating overtime meal premiums, and sick pay as a result of not including
24 certain remunerations into the regular rate. Defendant also failed to compensate PAGA
25 Employees for the use of their personal cell phones for work purposes.

26 On November 3, 2025, the Parties engaged in an all-day mediation session before
27 Mediator Lisa Klerman, a respected and experienced mediator knowledgeable of both the
28 wage and hour laws and representative claims at issue in this action. Through arms-length

1 negotiations with the assistance of the mediator, the Parties reached an agreement to settle the
2 PAGA claims in this action which led to the signing of a Memorandum of Understanding
3 memorializing the settlement.² (Hewgill Decl., at ¶ 3).

4 The settlement was negotiated in light of all known facts and circumstances and the
5 uncertainty associated with litigation – including the risk of Plaintiff not being able to maintain
6 representative claims, the difficulty of proving Plaintiff’s claims in a manageable trial, the
7 merits of Defendant’s potential defenses, and the significant delay and potential appellate
8 issues inherent to litigation – and was reached after extensive arm’s length negotiations, with
9 the assistance of an experienced mediator. (Hewgill Decl., at ¶ 3).

10 **III. TERMS OF THE PAGA SETTLEMENT**

11 The PAGA settlement is subject to Court approval consistent with Labor Code
12 §2699(1)(2). (Agreement at ¶ 6, *et seq.*). The Agreement negotiated by the Parties provides
13 for a “Gross PAGA Settlement Amount” payment in the amount of \$516,000.00 to resolve the
14 Released PAGA Claims (hereinafter referred to as the “PAGA Settlement”). From this PAGA
15 Settlement of \$516,000.00, there is a deduction of attorneys’ fees (“Settlement Counsel Fees
16 Payment”) in the amount of \$172,000 (which is one-third of the PAGA Settlement),
17 reimbursement of incurred costs (“Settlement Counsel Litigation Expenses Payment”) in an
18 amount not to exceed \$38,000, a service award of \$10,000 (“Service Award”) and
19 Administrator Expenses Payment not to exceed \$8,000.00 (Agreement at ¶¶ 4.2.1-4.2.3).³

21 ² In addition to the Gross PAGA Settlement Amount, Defendant has agreed to separately settle
22 Plaintiff’s individual claims pursuant to separate Confidential Settlement Agreement and Release of
23 Individual Claims (“Individual Settlement”). The individual claims were not at issue in this action
24 and exist independent and apart from the PAGA claims at issue before the Court. *See Kim v. Reins*
Int’l Cal., Inc., 9 Cal. 5th 73, 80 (2020) (the “[s]ettlement of individual claims does not strip an
Aggrieved Employee of standing, as the state’s authorized representative, to pursue PAGA remedies”
nor resolve the PAGA claims.).

25 ³ If the Court approves a Settlement Counsel Fees Payment and/or a Settlement Counsel Litigation
26 Expenses Payment less than the amounts requested, the Administrator will allocate the remainder of
27 these amounts to the PAGA Payment. (Agreement at ¶ 4.2.1). To the extent the Administration
28 Expenses are less, or the Court approves payment less than \$8,000, the Administrator will allocate the
remainder of this amount to the PAGA Payment (*Id.* at ¶ 4.2.4.2). In the event the Service Award is
approved for less than \$10,000.00 to Plaintiff, the unawarded difference will be added to the PAGA
Payment for distribution and not paid to Plaintiff, Settlement Counsel, or Defendant. (*Id.* at ¶ 4.2.4).

1 After these deductions, the amount remaining is the “PAGA Payment”, which is estimated to
2 be no less than \$288,000.

3 Of the PAGA Payment amount, seventy-five percent (75%) (no less than \$216,000)
4 will be paid to the LWDA and the remaining twenty-five percent (25%) (no less than \$72,000)
5 will be paid to the PAGA Employees (Agreement at ¶ 4.2.4).⁴ This 75/25 allocation is required
6 by Labor Code §2699 as explained by *ZB, N.A. v. Superior Court*, 8 Cal.5th 175 (2019).⁵

7 The Individual PAGA Payment for each PAGA Employee shall be based on the number
8 of pay periods each PAGA Employee worked during the PAGA Period as an PAGA
9 Employee, as a percentage of the total pay periods worked by all PAGA Employees during the
10 PAGA Period.⁶ The PAGA Period is the time period from January 24, 2021 through January
11 5, 2026. (Agreement at ¶¶ 1.22, 9). For mediation, Defendant represented that PAGA
12 Employees collectively worked approximately 54,337 pay periods during the PAGA Period.
13 (Agreement at ¶ 9).

14 Upon Approval of the Agreement by the Court and subject to Defendant’s full payment
15 of the Gross Settlement Amount, all the PAGA Employees and all persons purporting to act
16 on the PAGA Employees’ behalf or purporting to assert a claim under or through them, shall
17 be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and
18 discharged Defendant and any and all Released Parties of and from any and all claims for the
19 PAGA civil penalties pleaded or which reasonably could have been pleaded arising, in whole
20 or in part, from the facts and/or allegations contained in the PAGA Notice (including any
21 amended PAGA Notice) against the Released Parties, that arose during the PAGA Period
22

23 ⁴ “PAGA Employees” means all current and former non-exempt California employees of Defendant
24 during the PAGA period. (Agreement at ¶ 1.16). The PAGA period is January 24, 2021 to the earlier
25 of January 5, 2026 or an earlier date at Defendant’s option per the Escalation Election in Paragraph 9.
(Agreement at ¶ 1.22).

26 ⁵ This Action was filed prior to June 2024, so the prior allocation of 75/25 applies to this Settlement.

27 ⁶ See Agreement at ¶ 4.2.4.1 (“The Administrator will calculate each Individual PAGA Payment by
28 (a) dividing the amount of the PAGA Employees’ 25% share of PAGA Payment by the total number
of PAGA Period Pay Periods worked by all PAGA Employees during the PAGA Period and (b)
multiplying the result by each PAGA Employee’s PAGA Period Pay Periods.”)

1 (“Released PAGA Claims”). The Released PAGA Claims include any claims for PAGA civil
2 penalties which reasonably could have been alleged under the facts and/or allegations pleaded
3 in the PAGA Notice, including as amended at any time, and Operative Complaint for: (1)
4 Failure to pay minimum and regular rate wages; (2) failure to pay overtime compensation; (3)
5 Failure to provide meal periods or provide premiums in lieu thereof; (4) Failure to provide rest
6 periods or provide premiums in lieu thereof; (5) Failure to pay timely wages at termination;
7 (6) Failure to pay timely wages during employment; (7) Failure to provide accurate itemized
8 wage statements; (8) failure to reimburse business expenses, (9) failure to pay sick wages; as
9 well as any claims under the California Labor Code for violations of Labor Code sections 201,
10 202, 203, 204, 210, 221, 226, 226.7, 227.3, 233, 246, 510, 512, 558, 1194, 1197, 1197.1, 1198,
11 2802, or those claims based on the facts in the PAGA Notice or Operative Complaint for
12 violations under the applicable IWC Wage Orders; and California Code of Regulations, Title
13 8, section 11000, (10) claims for interest, penalties (including, but not limited to, waiting time
14 penalties), or premiums in connection therewith, and unpaid business expenses and costs,
15 attorneys’ fees, costs, injunctive relief, or any other forms of relief arising from any of the
16 aforementioned Released PAGA Claims. The Released PAGA Claims do not include any
17 claims that cannot be released as a matter of law. To the extent the LWDA has released the
18 Released PAGA Claims in connection with the Agreement, no PAGA Employee may pursue
19 these same Released PAGA Claims in another action. The PAGA Employees are collaterally
20 estopped from pursuing the Released PAGA Claims. Plaintiff does not release any PAGA
21 Employees’ claim for wages and damages. The Released PAGA Claims shall not include any
22 other claims, including Plaintiff’s Individual Settlement, claims for vested benefits, wrongful
23 termination, violation of the Fair Employment and Housing Act, unemployment insurance,
24 disability, social security, workers’ compensation, Plaintiff’s Individual Arbitration Claims,
25 or claims based on facts occurring outside the PAGA Period or any class claims. (Agreement
26 at ¶6.1).

27 Within fourteen (14) days after Defendant funds the Gross Settlement Amount, the
28 Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA

1 Payment, the Administrator Expenses Payment, the Service Award and the Settlement Counsel
2 Fees Payment and Settlement Counsel Litigation Expenses Payment. (Agreement at ¶ 5.5).⁷
3 Checks will remain negotiable for one hundred eighty (180) days. (*Id.* at ¶ 5.4.1) For any
4 Individual PAGA Payment check that is uncashed and cancelled after the void date, the
5 Administrator shall transmit the funds represented by such checks to the State Controller
6 Unclaimed Property Fund in the name of the individual who failed to cash their check, subject
7 to Court approval. (*Id.* at ¶ 5.4.3).

8 Pursuant to California Labor Code Section 2699(1), Plaintiff is providing a copy of the
9 Agreement and this motion to the LWDA concurrently with the filing of the instant motion for
10 settlement approval as set forth in the accompanying proof of service in compliance with Labor
11 Code section 2699(1). In addition, Plaintiff shall submit to the LWDA a copy of the Court's
12 judgment and order approving the Agreement within ten (10) days after entry of judgment or
13 order.

14 **IV. THE PARTIES HAVE SETTLED THE PAGA CLAIMS**

15 The claim before this Court is solely the representative claim under PAGA on behalf of
16 the State of California for civil penalties pursuant to the PAGA. The parties have agreed to
17 settle this PAGA claim in its entirety after investigation and an arm's length mediation session.
18 (Hewgill Decl., at ¶ 4.) The settlement is intended to fully and finally resolve the Released
19 PAGA Claims asserted by Plaintiff on behalf of the State of California. This is a settlement
20 of only the PAGA claims for civil penalties and is not a class settlement and does not release
21 the individual claims, if any, of the PAGA Employees, other than any claims under PAGA.
22 This settlement does not release any claim that is not a PAGA claim.⁸ Settlement Counsel Fees
23 equal to one-third of the Gross PAGA Settlement amount (\$172,000), a Service Award of
24 \$10,000 and Settlement Counsel Litigation Expenses in an amount not to exceed \$38,000 will
25

26 ⁷ Disbursement of the Settlement Counsel Litigation Expenses Payment shall not precede
27 disbursement of the Individual PAGA Payments. (*Id.*).

28 ⁸ As explained by the Supreme Court in *ZB, N.A.*, 8 Cal. 5th at 196: "Nonparty employees are bound
by the judgment in an action under the PAGA, but only with respect to recovery of civil penalties."

1 also be paid to Settlement Counsel as part of the settlement in accordance with California
2 Labor Code § 2699(g)(1), as set forth in the Agreement.⁹ Lastly, payment to the Administrator
3 in an amount not to exceed \$8,000 to perform the administrative duties to distribute the
4 settlement money shall also be paid. (Hewgill Decl., at ¶¶ 4-5.)

5 **V. THE PARTIES REQUEST REVIEW AND APPROVAL OF THE**
6 **SETTLEMENT OF THE PAGA CLAIM**

7 Labor Code § 2699(l) requires that the Court “shall review and approve any settlement
8 of any civil [PAGA] action filed pursuant to this part. The proposed settlement shall be
9 submitted to the agency at the same time that it is submitted to the court.” Consequently, the
10 parties respectfully ask the Court to review and approve the settlement of the PAGA claims
11 and the PAGA Payment to be paid as part of the proposed settlement.

12 **A. The PAGA Settlement Amount To Be Paid Is Fair And Reasonable**

13 The Parties believe that the PAGA Settlement amount is fair and reasonable and
14 therefore "shall" be reviewed and approved. Here, the Gross Settlement Amount of \$516,000
15 is more than other PAGA settlements as it constitutes approximately \$9.50 per pay period.
16 (Declaration of Hewgill, at ¶ 6.)

17 This PAGA Settlement amount compares favorably to the estimated amount of PAGA
18 penalties. With the assistance of an expert, Plaintiff calculated that the maximum amount of
19 statutory PAGA civil penalties was potentially \$5,433,700 based on 54,337 pay periods
20 applicable to the PAGA Employees during the PAGA Period.¹⁰ (Hewgill Decl., at ¶ 6.)
21 Importantly, however, these calculations were performed at the maximum statutory rate for
22

23 ⁹ As set forth in the accompanying Declaration of Justin Hewgill, Settlement Counsel incurred costs
24 in the current amount of \$34,007.77, which is less than the cost allocation in the Agreement. See
25 Declaration of Hewgill at ¶ 9.

26 ¹⁰ Stacking is where more than one civil penalty is imposed in a pay period for the same conduct. The
27 valuation of \$5,433,700 is the civil penalty amount without stacking. If stacking is permitted, then the
28 valuation increases with each additional penalty added to each pay period. Plaintiff, however, is not
aware of any PAGA award which permitted stacking and in the cases cited herein, only one penalty
per pay period was assessed. The recent 2024 amendment to PAGA casts further doubt on the
availability of stacking under PAGA.

1 the penalties, when in fact, it is likely that any penalties awarded would be at a lower rate.
2 California Labor Code Section 2699(e)(1) permits a Court to award a lesser amount than the
3 maximum civil penalty if based on the facts and circumstances to do otherwise would result
4 in an award that is "unjust, arbitrary and oppressive or confiscatory."

5 In *Carrington v. Starbucks Corp.*, 30 Cal. App. 5th 504 (2018), the Court of Appeal
6 affirmed a judgment after trial which only provided for a PAGA penalty of \$5 per pay period.
7 Therefore, at trial, any PAGA penalties awarded could be significantly less than Plaintiff's
8 calculation even where Plaintiff prevailed on the PAGA claim. If the amount of \$5 per pay
9 period from *Carrington v. Starbucks* is used, the potential recovery of civil penalties would be
10 only \$271,685, which is far less than this settlement provides. (Declaration of Hewgill, at ¶ 6.)

11 Under PAGA, Courts have considerable discretion to reduce the penalty award. In
12 *Fleming v. Covidien*, 2011 U.S. Dist. LEXIS 154590 (C.D. Cal. 2011), a federal court reduced
13 PAGA penalties from \$2,800,000 to \$500,000, a reduction of 82.2%, because the court found
14 maximum penalties "unjust" because the employees had suffered no injuries. Some trial courts
15 have actually awarded no civil penalties, even when Labor Code violations are established.
16 See *Makabi v. Gedalia*, 2016 Cal. App. Unpub. 1489, *5-7 (2nd Dist. Ct. of App. Mar. 6,
17 2016) (no PAGA penalties were awarded by the Los Angeles County Superior Court)
18 (unpublished decision); *In re Taco Bell Wage & Hour Actions*, 2016 U.S. Dist. LEXIS 48557,
19 *40-43 (E.D. Cal. Apr. 6, 2016) (PAGA penalties denied after trial).

20 In order to recover any PAGA penalties, Plaintiff would be required at trial to prove
21 each of the underlying Labor Code violations. See *Cardenas v. McLane Foodservice, Inc.*,
22 2011 U.S. Dist. LEXIS 13126, *10 (C.D. Cal. 2011) ("Given the statutory language [of
23 PAGA], a plaintiff cannot recover on behalf of individuals whom the plaintiff has not proven
24 suffered a violation of the Labor Code by the defendant."). Here, Plaintiff would need to prove
25 that each PAGA Employee suffered a violation for each period the employee worked in
26 relation to meal or rest period violations, failure to pay minimum wages, failure to pay
27 overtime and sick pay wages, failure to provide accurate itemized wage statements, failure to
28 reimburse employees for required expenses, and failure to pay wages when due.

1 Defendant maintains that Plaintiff and the PAGA Employees were properly
2 compensated, and that it did not violate the Labor Code. Accordingly, Defendant disputes and
3 denies Plaintiff's allegations and claims asserted in both the PAGA Notice and the Operative
4 Complaint, which are resolved by the Agreement. Defendant asserted additional defenses to
5 the PAGA claim, not only as to liability but also as to the amount of the penalties. Defendant
6 could argue that no penalties prior to the PAGA notification should be awarded because the
7 violations were not intentional. Defendant also contends that Plaintiff lacks standing to pursue
8 one of more of the PAGA violations alleged in the Action. These defenses present a risk to
9 the PAGA claims and the potential that some or all of the PAGA penalties sought may not be
10 awarded. (Hewgill Decl., at ¶ 7.)

11 Given Defendant's potential defenses to the alleged violations at issue, the risks and
12 costs of continued litigation, Plaintiff and her attorneys believe that the PAGA Settlement is
13 fair and reasonable. (Hewgill Decl., at ¶ 7.) Defendant has similarly concluded that it is
14 desirable that the action is settled in the manner and upon the terms and conditions set forth in
15 the Agreement in order to avoid further expense, inconvenience and distraction of further legal
16 proceedings, as well as the uncertainty of litigation. Defendant has determined that it is
17 desirable and beneficial to put to rest the claims in this action and Defendant agrees that the
18 PAGA Settlement is fair, reasonable, and adequate.

19 Settlement Counsel have significant experience litigating wage and hour claims
20 including claims for PAGA penalties, and the PAGA Settlement here is similar to settlements
21 that courts have approved. (Hewgill Decl., at ¶¶ 7, 10.) The PAGA Settlement, along with
22 the other terms of the proposed settlement, was negotiated by experienced counsel at arm's
23 length with the assistance of a private mediator, Lisa Klerman, Esq. (Hewgill Decl., at ¶ 7.)

24 As set forth in the accompanying proof of service, the LWDA has been provided notice
25 of this motion and the PAGA settlement. The decision of the LWDA to accept the PAGA
26 Settlement and not oppose the motion should be given considerable weight. This is not a
27 situation where the Court needs to be concerned about the rights of absent employees as in a
28 class settlement, as this PAGA-only settlement does not release the individual claims of absent

1 employees other than PAGA claims, and the LWDA is a sophisticated government entity that
2 is more than able to look out for its own rights.

3 **B. The Remaining Settlement Terms Are Fair And Reasonable**

4 Although PAGA requires that a court approve the proposed PAGA settlement, Labor
5 Code § 2699(1) does not require that a court approve any other elements of the proposed
6 settlement. Because there are no class allegations for which Plaintiff seeks approval, the
7 approval provisions applicable to class settlements under Cal. Code Civil Proc. §382 do not
8 apply. Accordingly, the Court only needs to approve the settlement of the civil penalties
9 sought in the PAGA claim. Nevertheless, as explained herein, the settlement terms for
10 attorneys' fees and costs are reasonable.

11 **VI. THE ATTORNEYS' FEES AND COSTS ARE FAIR AND REASONABLE**

12 Settlement Counsel seek approval of attorneys' fees from the PAGA settlement in the
13 amount of \$172,000 representing one-third of the \$516,000 Gross Settlement Amount. PAGA
14 does not have any requirements for reviewing attorneys' fees, and Plaintiff's position is that
15 the payment of attorneys' fees and costs in this settlement is a matter of contract for contingent
16 representation. Nevertheless, should this Court review the requested attorneys' fees, it is clear
17 that the requested fees and costs are reasonable.

18 First, the requested fees are justified by the result achieved. Settlement Counsel
19 negotiated a recovery of \$516,000, and this result justifies the requested fees equal to one third
20 of this recovery. This percentage is within the standard contingent recovery percentage of
21 one-third, and this percentage is what was expressly approved by the Supreme Court in *Laffitte*
22 *v. Robert Half Int'l Inc.*, 1 Cal.5th 480, 504, (2016); *Amaro v. Anaheim Arena Mgmt., LLC*, 69
23 Cal. App. 5th 521, 545 (2021) (recognizing that ““fee awards in class actions average around
24 one-third of the recovery”” regardless of ““whether the percentage method or the lodestar
25 method is used.”” (*quoting Chavez v. Netflix, Inc.*, 162 Cal.App.4th 43, 66, fn. 11 (2008))).

26 Second, the fee award is justified by the work performed and contributions to the case.
27 As detailed in the accompanying Declaration of Justin Hewgill at ¶ 8, the fee award is within
28

1 the reasonable multiplier rate of Settlement Counsel's current lodestar of \$126,467.71, with
2 significant additional work to be performed.¹¹

3 Generally, the Ninth Circuit and California Courts award positive multipliers between
4 2 to 4 times the lodestar to reward counsel for accepting the contingent risks of the litigation
5 or obtaining good results. See, e.g., *Laffitte*, 1 Cal. 5th at 506 (approving one-third fee award
6 with multiplier between 2.03 and 2.13); *Pellegrino v. Robert Half Intern., Inc.*, 182
7 Cal.App.4th 278 (2010) (noting reasonable multipliers of 2.0 to 4.0 are often applied and
8 affirming 1.75 multiplier); *Wershba v. Apple Computer, Inc.*, 91 Cal.App.4th 224, 254 (2001)
9 (noting that multipliers can range from 2 to 4 or higher); *Vandervort v. Balboa Capital Corp.*,
10 8 F. Supp. 3d 1200, 1210 (C.D. Cal. 2014) (awarding one-third of fund, which was a 2.52
11 multiplier of lodestar); *Boyd v. Bank of America*, 2014 WL 6473804, at *11 (C.D. Cal. 2014)
12 (awarding one-third of fund, which was a 2.58 multiplier of lodestar); *Hopkins v. Stryker Sales*
13 *Corp.*, No. 11-CV-02786-LHK, 2013 WL 496358, at *6 (N.D. Cal. Feb. 6, 2013) (approving
14 fee award that represented a multiplier of 2.76 as falling within the "majority" range for risk
15 multipliers). Here the multiplier is 1.36 well within the range commonly approved by courts.

16 Third, consideration of the service factors justify the service of the lodestar. Courts
17 multiply the lodestar by a factor to account for the risk of non-payment, delay in payment, the
18 quality of work, and the novelty and difficulty of the issues involved. See *Ketchum v. Moses*,
19 24 Cal.4th 1122, 1132 (2001). Failure to apply a risk multiplier in cases that meet these criteria
20 is an abuse of discretion. *Stetson v. Grissom*, 821 F.3d 1157, 1166 (9th Cir. 2016).

21 Finally, as to litigation expenses, Settlement Counsel will be recovering litigation
22 expenses in the total amount of \$34,007.77 which is less than the \$38,000 allocation for costs
23 in the Agreement, so the difference of \$3,992.23 will be added to the PAGA Payment amount.
24 These expenses are documented in the accompanying Declaration of Justin Hewgill at ¶ 9.

25 **VII. CONCLUSION**

26
27 ¹¹ A true and correct copy of Settlement Counsel's billing records are attached as Exhibits #2 and 3
28 to the Declaration of Justin Hewgill, filed herewith. Settlement Counsel changed billing systems in
June 2022, so Exhibit #2 shows the billing for inception to June 2022, and Exhibit #3 shows the
billing for June 2022 to September 1, 2026.

1 Based on the foregoing, Plaintiff respectfully requests this Court approve the PAGA
2 settlement as set forth in the Agreement and enter the proposed order and judgment submitted
3 herewith.

4 Dated: September 1, 2026

**BLUMENTHAL NORDREHAUG BHOWMIK
DE BLOUW LLP**

6 By: /s/ Justin Hewgill
7 Justin Hewgill
8 Attorney for Plaintiff
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