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

SOPHATH NHEM, individually, and on behalf
of all others similarly situated,

Plaintiff,

vs.

POSITIVE PIZZA PEOPLE, INC., a California
corporation; and DOES 1 through 10, inclusive,

Defendants.

Case No.: STK-CV-UOE-2022-0000557

*[Assigned for all purposes to the Hon. George
J. Abdallah, Dept. 10A]*

**PLAINTIFF'S NOTICE OF MOTION
AND MOTION TO APPROVE PAGA
SETTLEMENT**

*[Filed with (1) the Declaration of Kane
Moon, (2) the Declaration of Plaintiff
Sophath Nhem, (3) the Declaration of Lisa
Mullins, (4) [Proposed] Order, and (5)
[Proposed] Judgment]*

PAGA APPROVAL HEARING:

Date: February 27, 2025,
February 28, 2025,
March 4, 2025,
March 5, 2025, or
March 6, 2025

Time: 9:00 a.m.

Dept.: 10A

Complaint filed: January 26, 2022
Trial date: Not set

1 **TO THE COURT, AND TO ALL PARTIES AND THEIR COUNSEL OF RECORD:**

2 PLEASE TAKE NOTICE that on _____, 2025, at 9:00 A.M. in Department
3 10A of this Court located at 180 East Weber Ave., Stockton, California 95202, Plaintiff Sophath
4 Nhem (“Plaintiff”) will move the Court, pursuant to California Labor Code sections 2698, *et seq.*,
5 for an Order:

6 1. Approving the settlement of this representative action in the form agreed to by
7 Plaintiff and Defendant Positive Pizza People, Inc. in the PAGA Settlement Agreement (the
8 “PAGA Settlement”);

9 2. Appointing Plaintiff’s Counsel Moon Law Group, PC as PAGA Counsel, for
10 settlement purposes only, and approving PAGA Counsel’s application for attorneys’ fees and
11 litigation costs;

12 3. Approving payment of the Enhancement Payment to Plaintiff;

13 4. Appointing ILYM Group, Inc. as the Administrator, and approving payment for
14 administration costs;

15 5. Approving Plaintiff’s Release and the Released PAGA Claims by Plaintiff and the
16 Aggrieved Employees in exchange for the settlement payments;

17 6. Directing consummation of the PAGA Settlement pursuant to its terms and
18 provisions;

19 7. Dismissing this action with prejudice;

20 8. Entering Judgment approving the PAGA Settlement; and

21 9. Without affecting the finality of the Order and Judgment, reserving continued
22 jurisdiction over the Parties, Action, and PAGA Settlement solely for purposes of (i) enforcing the
23 PAGA Settlement and/or Judgment, (ii) addressing settlement administration matters, and (iii)
24 addressing such post-Judgment matters as are permitted by law.

25 This Motion will be based upon this notice, the attached Memorandum of Points and
26 Authorities, the Declarations of Kane Moon, Plaintiff and Lisa Mullins, and exhibits thereto filed
27 concurrently herewith, the records and files in this action, and any other further evidence or argument
28 that the Court may properly receive at or before the hearing.

1 Dated: January 31, 2025

Respectfully submitted,

2 **MOON LAW GROUP, PC**

3
4 By: _____

Kane Moon
Lilit Ter-Astvatsatryan
Edwin Kamarzarian

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6 *Attorneys for Plaintiff*
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1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. INTRODUCTION**

3 Plaintiff Sophath Nhem (“Plaintiff”) seeks approval of a proposed non-reversionary
4 \$217,500.00 gross settlement of claims alleged against Defendant Positive Pizza People, Inc.
5 (“Defendant”) (together with Plaintiff, the “Parties”) for civil penalties pursuant to the California
6 Private Attorneys General Act, Labor Code sections 2698, *et seq.* (“PAGA”). After a full day of
7 mediation with experienced neutral mediator Brandon McKelvey, Esq., the Parties reached a
8 settlement and thereafter executed a PAGA Settlement Agreement (the “PAGA Settlement” or
9 “Settlement”). (A true and correct copy of the PAGA Settlement is attached as Exhibit 1 to the
10 Declaration of Kane Moon in Support of Plaintiff’s Motion to Approve PAGA Settlement
11 [hereinafter “Moon Decl.”] submitted concurrently herewith.) Pursuant to Labor Code section
12 2699, subdivision (1)(2), Plaintiff now files this unopposed motion, seeking an order approving
13 the proposed PAGA Settlement.

14 The proposed Settlement resolves the PAGA claim alleged in this action which was based
15 on Defendant’s alleged failure to pay all minimum and overtime wages, failure to provide meal
16 and rest breaks, failure to pay all wages owed at the time of termination, failure to provide accurate
17 wage statements, and engagement in unfair business practices. The Settlement resolves these
18 claims on behalf of Plaintiff, the California Labor and Workforce Development Agency (the
19 “LWDA”), and all hourly-paid, non-exempt employees of Defendant who worked for Defendant
20 in California during the period from January 22, 2021 to November 5, 2024¹ (“Aggrieved
21 Employees”).

22 The settlement of a PAGA claim requires court approval pursuant to the operative PAGA
23 statute, which states that the “court shall review and approve any penalties sought as part of a
24 proposed settlement agreement pursuant to this part.” (Lab. Code § 2699(1)(2).) In deciding
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26 ¹ The PAGA Period is defined as the period from January 22, 2021 to November 5,
27 2024 or the date the Court approves the Settlement, whichever is earlier. (PAGA Settlement, ¶
28 1.22.) November 5, 2024 is earlier than the date the Court approves the PAGA Settlement.
(Moon Decl., ¶ 12, n.1.)

whether to grant approval of the proposed Settlement, the primary issues to be decided is whether the Settlement is fair, adequate, and reasonable. Specifically, the issues are whether the PAGA penalties to which the parties have agreed provide “genuine and meaningful” relief, “consistent with the underlying purpose of the statute to benefit the public,” and whether the penalties are reasonable in light of the potential verdict value in this case. (*Villalobos v. Calandri Sunrise Farm LP* (C.D. Cal., July 22, 2015, No. CV 12-2615 PSG (JEMx)) 2015 WL 12732709, at *5; *see also O’Connor v. Uber Technologies, Inc.* (N.D. Cal. 2016) 201 F.Supp.3d 1110, 1135.)

As set forth herein, the proposed Settlement embodies all the features of a settlement that is fair, adequate, and reasonable, as it is the product of (1) an arms-length negotiation, (2) negotiated by attorneys experienced in wage and hour issues, (3) subsequent to undertaking sufficient investigation necessary to evaluate the relative strength and value of the PAGA claim, and (4) reflects a reasoned compromise based directly on the relative strength and value of the PAGA claims, as well as the risks, expense, complexity, and likely duration of further litigation.

The value achieved by the Settlement may be gleaned from the fact that the LWDA and estimated 849 Aggrieved Employees will receive no less than \$110,612.94, which, pursuant to the operative statute, shall be allocated as “75% to the [LWDA] and 25% to the aggrieved employees.” (Lab. Code § 2699(i).) This is a significant recovery, not only because further litigation may have resulted in a net-zero recovery based on the facts of the case and defenses asserted by Defendant, the discretionary nature of awarding PAGA penalties, and the risk of not being able to proceed on a representative basis at all due to the potential manageability issues and the current state of the law. For these reasons, as set forth more fully herein, Plaintiff respectfully requests this Court enter the proposed order and judgment submitted herewith.

II. SUMMARY OF THE LITIGATION AND SETTLEMENT

A. Plaintiff’s Claims and Procedural Background

Defendant owns multiple Domino’s Pizza restaurants throughout northern California. (Moon Decl., ¶ 3.) Plaintiff worked for Defendant as a delivery driver from June 2019 to June 2021 and was classified as non-exempt throughout his employment. (*Id.*) Plaintiff contends both

1 he and his former coworkers were subjected to the same unlawful labor practices during their
2 employment by Defendant, including failure to pay wages for all hours worked. (*Id.*) Plaintiff's
3 claim for unpaid wages stems from allegations that Defendant required Plaintiff and Aggrieved
4 Employees to work off-the-clock without compensation and that Defendant failed to incorporate
5 non-discretionary bonuses into Plaintiff's and Aggrieved Employees' regular rate of pay for
6 purposes of calculating overtime pay and sick pay. (*Id.* at ¶ 4.) Plaintiff's meal and rest period
7 claims are based on allegations that due to the nature of their work and Defendant's employment
8 practices, Plaintiff and other employees regularly experienced missed, untimely, or interrupted
9 lunches and breaks. (*Id.*) Additionally, Plaintiff alleges that Defendant failed to reimburse Plaintiff
10 and other Aggrieved Employees for business expenses incurred, including for the use of their
11 personal vehicles. (*Id.*) Plaintiff also alleges he did not receive all wages owed at the time of
12 termination and did not receive accurate itemized wage statements. (*Id.*) Accordingly, Plaintiff
13 alleges Defendant is liable for civil penalties under the PAGA. (*Id.*)

14 On January 22, 2022, Plaintiff submitted a PAGA notice of alleged Labor Code violations
15 to Defendant and the LWDA. (*Id.* at ¶ 5, Exh. 2.) Because of Defendant's alleged violations of
16 various provisions of the Labor Code, Plaintiff filed a class action on January 26, 2022, which
17 alleges Defendant systematically: (1) failed to pay minimum wages, (2) failed to pay overtime
18 compensation, (3) failed to provide meal periods, (4) failed to authorize and permit rest periods,
19 (5) failed to indemnify necessary business expenses, (6) failed to timely pay final wages at
20 termination, (7) failed to provide accurate itemized wage statements, and (8) engaged in unfair
21 business practices. (*Id.* at ¶ 5.) On May 19, 2022, Plaintiff filed a First Amended Representative
22 Action Complaint alleging a single cause of action against Defendant for civil penalties under the
23 PAGA (the "Operative Complaint"). (*Id.*) Plaintiff's administrative exhaustion period expired
24 without the LWDA indicating its intent to investigate Plaintiff's allegations. (*Id.*) Pursuant to
25 Labor Code section 2699 (I)(1), Plaintiff submitted to the LWDA a file-stamped copy of the
26 Operative Complaint. (*Id.*)

1 Defendant denies the allegations in the Operative Complaint, denies any failure to comply
2 with the laws identified in the Operative Complaint, and denies liability for any of the causes of
3 action alleged. (*Id.* at ¶ 7.)

4 **B. Discovery and Investigation**

5 Following the filing of Plaintiff's complaint, the Parties met and conferred regarding an
6 agreement to mediate the action, and further agreed to a protocol for an informal exchange of
7 documents and information before the mediation. (*Id.* at ¶ 8.) Prior to mediation, the Parties
8 engaged in informal discovery, including an exchange of sample data and demographic
9 information which allowed the Parties to meaningfully mediate this matter. (*Id.*) Specifically, prior
10 to mediation, Defendant provided the approximate number of Aggrieved Employees and pay
11 periods within the relevant period, documents regarding Defendant's written employment policies,
12 Plaintiff's personnel file and his time and payroll records, and a statistically significant sample of
13 time and payroll records of the Aggrieved Employees. (*Id.*)

14 After reviewing and analyzing documents regarding Defendant's wage and hour policies
15 and practices, the sample time and pay records, and other information provided by Defendant and
16 Plaintiff, Plaintiff's Counsel was able to evaluate the probability of success on the merits and
17 Defendant's maximum and risk-adjusted monetary exposure. (*Id.* at ¶ 9.) Plaintiff's Counsel
18 retained an expert to analyze the sample records produced and prepare a damage analysis prior to
19 mediation. (*Id.*) The sample of time and pay records contained 3,185 pay periods that employees
20 worked during the PAGA Period (representing approximately 18.7% of total pay periods worked
21 in the PAGA Period), which allowed the expert to prepare an analysis with a high degree of
22 certainty. (*Id.*) In conjunction with their extensive factual investigation, Plaintiff's Counsel also
23 investigated the applicable law regarding the claims and defenses asserted in the litigation. (*Id.*)
24 Thus, Plaintiff's and Plaintiff's Counsel's familiarity with the facts of the case and the legal issues
25 raised by the pleadings allowed them to act intelligently in negotiating the PAGA Settlement. (*Id.*)
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1 **C. Settlement Negotiations**

2 On September 6, 2024, the Parties participated in private mediation with Brandon
3 McKelvey, Esq., an experienced, professional, neutral, class action and PAGA mediator. (*Id.*
4 at ¶ 10.) The settlement negotiations were at arm's length and, although conducted in a
5 professional manner, were adversarial. (*Id.*) The Parties went into the mediation willing to
6 explore the potential for a settlement of the dispute, but each side was also prepared to litigate
7 their position through trial and appeal if a settlement had not been reached. (*Id.*) Specifically,
8 Defendant asserted that employees were not permitted to work off-the-clock, it did not fail to
9 incorporate any bonuses into Plaintiff's and Aggrieved Employees' regular rate of pay for
10 purposes of calculating overtime and sick pay because such bonuses were discretionary, that
11 many meal periods and rest breaks were taken, and where a violation appears, it was a result of
12 an employee voluntarily choosing to forego a meal period or rest break, that Defendant
13 reimbursed its employees for any necessary business expenses incurred, and that Plaintiff's
14 allegations are not representative but require individual proof. (*Id.*) After extensive negotiations
15 and discussions regarding the strengths and weaknesses of Plaintiff's claims and Defendant's
16 defenses, the Parties reached a settlement, the material terms of which are encompassed within
17 the PAGA Settlement. (*Id.*) The Parties recognized that the issues presented in the Action are likely
18 only to be resolved with extensive and costly pretrial and trial proceedings, and that further litigation
19 will lead to inconvenience, distraction, disruption, delay, and expense disproportionate to the
20 potential benefits of litigation. (*Id.*) Plaintiff and his counsel considered the risk and uncertainty of
21 the outcome inherent in any litigation when determining whether this PAGA Settlement was the
22 correct option. (*Id.*)

23 **D. Key Terms of the Proposed PAGA Settlement**

24 Under the Settlement, Defendant will pay an all-inclusive, non-reversionary amount of
25 at least \$217,500.00 to resolve this litigation. (PAGA Settlement, ¶ 3.1.) In compliance with
26 California Labor Code section 2699, subdivision (1)(2), Plaintiff's Counsel submitted to the
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1 LWDA a notice of settlement, a copy of the proposed PAGA Settlement, and the instant moving
2 papers. (*Id.* at ¶ 11, Exh. 3.) The Settlement’s key terms include:

- 3 1. Aggrieved Employees: all hourly-paid, non-exempt employees of Defendant who worked
4 for Defendant in California during the PAGA Period. (*Id.* at ¶ 1.4.)
- 5 2. PAGA Period: the period from January 22, 2021 to November 5, 2024 or the date
6 the Court approves the settlement, whichever is earlier. (*Id.* at ¶ 1.22.)
- 7 3. PAGA Counsel Fees Payment: one-third (33 1/3%) of the Gross Settlement Amount, the
8 amount allocated to PAGA Counsel for their reasonable fees incurred to prosecute the
9 Action (currently estimated to be \$72,500.00). (*Id.* at ¶¶ 1.20, 3.2.1.)
- 10 4. PAGA Counsel Litigation Expenses Payment: not more than \$25,000.00, the amount
11 allocated to PAGA Counsel for reimbursement of their reasonable expenses incurred to
12 prosecute the Action. (*Id.* at ¶ 1.22, 3.2.1.) At this time, Plaintiff’s Counsel’s costs
13 are \$19,537.06. (*Id.*; Moon Decl., ¶ 16, Exh. 4.)
- 14 5. Enhancement Payment: not more than \$7,500.00, the amount allocated to Plaintiff
15 for bringing the lawsuit, his active participation in the lawsuit, and his general
16 release of claims, both known and unknown, and waiver of section 1542 rights.
17 (PAGA SETTLEMENT, ¶ 3.2.2; Moon Decl., ¶ 36.)
- 18 6. Administration Expenses Payment: not to exceed \$10,000.00, the amount allocated to
19 the Administrator from the Gross Settlement Amount for reimbursement of its reasonable
20 fees and expenses, in accordance with the bid submitted to the Court in connection with
21 the approval of this Settlement. (PAGA Settlement, ¶ 1.3, 3.2.3.) The proposed
22 Administrator, ILYM Group, Inc., provided an estimate of \$7,350.00 for its costs.
23 (Moon Decl., ¶ 18, Exh. 5.)
- 24 7. PAGA Penalties the total amount of PAGA civil penalties to be paid from the Net
25 Settlement Amount, allocated 25% to the Aggrieved Employees (“Individual
26 PAGA Payments) and the 75% to LWDA (“LWDA PAGA Payment”) in settlement
27 of PAGA claims. (PAGA Settlement, ¶ 1.24.)

- 1 8. Individual PAGA Payments: The Administrator will calculate each Individual
2 PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share
3 of PAGA Penalties by the total number of PAGA Pay Periods worked by all
4 Aggrieved Employees and (b) multiplying the result by each Aggrieved
5 Employee's PAGA Pay Periods. (*Id.* at ¶ 3.2.3.1.)
- 6 9. Tax Treatment: The Administrator will report the Individual PAGA Payments on
7 IRS 1099 Forms. (*Id.*) Aggrieved Employees assume full responsibility and liability
8 for any taxes owed on their Individual PAGA Payment. (*Id.*)
- 9 10. Net Settlement Amount: the Gross Settlement Amount, less the following payments
10 in the amounts approved by the Court: the PAGA Counsel Fees Payment; the PAGA
11 Counsel Litigation Expenses Payment; the Enhancement Payment to Plaintiff; and
12 the Administrator's Expenses Payment. (*Id.* at ¶ 1.17.) The entire Net Settlement
13 Amount will be allocated as PAGA Penalties. (*Id.*)
- 14 11. Escalator Clause: Based on its records, Defendant estimates that, as of the date of
15 this Settlement Agreement, the Aggrieved Employees have worked 17,002 Pay
16 Periods during the PAGA Period. (*Id.* at ¶ 8.) If the final accounting of the total
17 PAGA Pay Periods increases the original estimate by more than 10% (i.e., more
18 than 18,702 PAGA Pay Periods), Defendant shall either, at its sole discretion, (i)
19 increase the Gross Settlement Amount proportionally or (ii) change the end date of
20 the PAGA Period so that the total number of PAGA Pay Periods does not exceed
21 18,702. (*Id.*) In the event Defendant elects to increase the Gross Settlement
22 Amount, the Gross Settlement Amount shall be increased by a proportionate
23 amount, which is calculated by multiplying the pay periods in excess of 18,702 by
24 the Pay Period Value (\$12.80). (*Id.*)
- 25 12. Unclaimed Funds: For any Aggrieved Employee whose Individual PAGA Payment
26 check is uncashed and canceled after the void date (not less than 180 days after the
27 date of mailing) the Administrator shall transmit the funds represented by such
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checks to the California Controller’s Unclaimed Property Fund in the name of the Aggrieved Employee. (*Id.* at ¶ 4.4.1, 4.4.3.)

13. Funding: Defendant shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator seven (7) days after the Effective Date. (*Id.* at ¶ 4.3.) The “Effective Date” means the date by which both of the following have occurred: (a) the Court enters a Judgment on its Approval Order, and (b) the Judgment is final. (*Id.* at ¶ 1.11.) The Judgment is final as of the day the Court enters Judgment. (*Id.*)

After reviewing the facts, strengths, and weaknesses of the case, the risks and delays posed by further litigation, and Plaintiff’s Counsel’s own prior litigation experience, Plaintiff’s Counsel believe the proposed recovery for each Aggrieved Employee is fair, reasonable, and adequate, taking into consideration the amounts received in other PAGA actions, the risks inherent in litigation of this genre, and the reasonable tailoring of each Aggrieved Employee’s claim to the settlement award he or she will receive. (Moon Decl., ¶¶ 22–33.) Defendant vigorously contested liability and damages. (*Id.* at ¶¶ 7, 24.) Further, based on the settlement negotiations, which were hard-fought and conducted in good faith and at arms’ length between attorneys with substantial experience litigating class and representative actions, the Settlement was the product of a non-collusive settlement process in which the Parties were forced to make significant compromises in the interest of reaching a full and complete settlement of the lawsuit. (*Id.* at ¶ 10.)

III. DISCUSSION

A. Availability of Civil Penalties

The LWDA and its constituent departments and divisions are authorized to assess and collect civil penalties for specified violations of the Labor Code committed by an employer. With a stated goal of improving enforcement of existing Labor Code obligations, the California Legislature adopted the Labor Code Private Attorneys General Act of 2004, permitting, as an alternative, an aggrieved employee to initiate a private civil action “on behalf of himself or herself and other current or former employees . . .” (Lab. Code § 2699(a).) The penalties

1 collected in these private civil actions are to be distributed 75 percent to the LWDA and 25
2 percent to the aggrieved employees. (*Id.* at § 2699(i).) However, before an employee may file
3 an action seeking to recover civil penalties for violations of any of the Labor Code provisions
4 enumerated in Labor Code section 2699.5, he or she must comply with the Act's administrative
5 procedures as set forth in Labor Code section 2699.3, subdivision (a), which include providing
6 notice to the LWDA and the employer of the alleged Labor Code violations, and then waiting
7 a prescribed period of time to permit the LWDA to investigate and to decide whether to cite
8 the employer for the alleged violations. (*Id.* at §§ 2699.3, 2699.5; *Caliber Bodyworks, Inc. v.*
9 *Superior Court* (2005) 134 Cal.App.4th 365, 370; *see also Dunlap v. Superior Court* (2006)
10 142 Cal.App.4th 330.)

11 Here, in compliance with Labor Code section 2699.3, Plaintiff provided notice to the
12 LWDA on January 22, 2022. (Moon Decl., ¶ 5, Exh. 2.) Plaintiff's administrative exhaustion
13 period has since expired, and the LWDA did not indicate its intent to investigate Plaintiff's
14 allegations. (*Id.*) Accordingly, Plaintiff may proceed with his PAGA representative action.

15 **B. The Settlement Warrants Approval**

16 Settlement of PAGA claims must be approved by a Court. (Lab. Code § 2699(l).) Here,
17 the circumstances weigh heavily in favor of approval, as explained below.

18 **1. The Dual Statutory Purposes of Deterrence and Punishment**

19 As a result of this litigation, Defendant has had to hire legal counsel, engage in informal
20 discovery, and participate in mediation. Defendant is also now having to pay civil penalties to
21 the LWDA pursuant to the terms of the PAGA Settlement. Not including its own attorneys'
22 fees and costs, Defendant is paying \$217,500.00 to resolve this matter, and the release obtained
23 as a result of this Settlement does not preclude the Aggrieved Employees from seeking remedies
24 based on any individual claims they may have against Defendant or the other Released Parties.
25 (*See* PAGA Settlement, ¶ 5.2.)
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1 **2. The Relief is Genuine, Meaningful, and Consistent with the**
2 **Underlying Purpose of the Statute to Benefit the Public**

3 The provisions of the California Labor Code triggering PAGA penalties in this case
4 include Labor Code sections 203 and 226(a). (Moon Decl., ¶¶ 4–5, Exh. 2; Lab. Code §§ 203,
5 226(a).) PAGA penalties are not mandatory, but rather, permissive. (Lab. Code § 2699(e).)
6 Labor Code section 2699(e)(2) states, “a court may award a lesser amount than the maximum
7 civil penalty amount specified by this part if, based on the facts and circumstances of the
8 particular case, to do otherwise would result in an award that is unjust, arbitrary and oppressive,
9 or confiscatory.” (Lab. Code § 2699(e)(2).) Accordingly, it is entirely possible that even if
10 Plaintiff would be successful at trial, assuming he is able to defeat the manageability issues
11 presented by the number of Aggrieved Employees in this action, Plaintiff may still be awarded
12 less than what was obtained through this Settlement.

13 Plaintiff’s Counsel have conducted a thorough investigation into the facts of this case.
14 (*Id.* at ¶ 30.) Based on the foregoing discovery and on their own independent investigation and
15 evaluation, Plaintiff’s Counsel are of the opinion that the Settlement is fair, reasonable, and
16 adequate. (*Id.*) Furthermore, in light of all known facts and circumstances, the risk of significant
17 delay, trial risk, appellate risk, the defenses that could be asserted by Defendant on the merits,
18 the PAGA Settlement is in the best interests of the Aggrieved Employees. (*Id.*) The PAGA
19 Settlement avoids the risks, burdens, and the accompanying expense of further litigation. (*Id.*
20 at ¶ 32.) Although the Parties have engaged in a significant amount of investigation, formal and
21 informal discovery, and employee data analysis, they have not participated in depositions and
22 extensive expert discovery. (*Id.*) Moreover, preparation for trial would remain for the Parties
23 as well as the prospect of appeals. (*Id.*) As a result, the Parties would incur considerably more
24 attorneys’ fees and costs through trial. (*Id.*)

25 Based on Plaintiff’s Counsel’s analysis of the time, payroll, and additional records and
26 information provided by Defendant, on Plaintiff’s expert’s analysis of the sample time and
27 payroll records provided by Defendant, and on information from Plaintiff, Plaintiff’s Counsel
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1 evaluated Defendant's maximum and risk-adjusted potential exposure. (*Id.* at ¶ 22.) Although
2 Plaintiff's expert's analysis revealed that the time and payroll records supported several
3 violations by Defendant, the records themselves did not provide overwhelming evidence to
4 support the case on a representative basis. (*Id.*)

5 Based on a review of its records, as of September 6, 2024, Defendant estimates the
6 Aggrieved Employees worked a total of 17,002 PAGA Pay Periods. (PAGA Settlement, ¶ 4.1.)
7 Additionally, Defendant estimated at the time of mediation that there were 849 Aggrieved
8 Employees. (Moon Decl., ¶ 23.) Prior to mediation, Plaintiff's expert analyzed the sample time
9 and payroll records Defendant had produced and accordingly, was able to confirm Plaintiff's
10 allegations. (*Id.*) For example, Plaintiff's expert determined there were 1,011 unique meal
11 period violations (5,397 when extrapolated to all Aggrieved Employees) demonstrated by a
12 review of the records, resulting in a 5.3% violation rate. (*Id.*) Accordingly, 20.8% of Pay
13 Periods had at least one unique meal break violation. (*Id.*) However, the expert's analysis also
14 revealed that certain claims were not as strong as originally believed. (*Id.*) For example,
15 Plaintiff's expert found only 18 payments which included pay codes such as "MANAGER
16 BONUS" and "Referral Bonus." (*Id.*) Assuming such additional payments were non-
17 discretionary, Defendant's failure to incorporate such bonuses into calculating the correct
18 regular rate for purposes of overtime pay resulted in the underpayment of only \$633.00. (*Id.*)
19 Additionally, Plaintiff's expert found that after accounting for meal break waivers, there were
20 only 2,893 unique meal break violations when extrapolated to all Aggrieved Employees,
21 resulting in an 2.5% violation rate. (*Id.*) Plaintiff's expert also found that after accounting for
22 the meal premium payments made by Defendant, the percentage of Pay Periods with at least
23 one unique meal break violation reduced from 20.8% to 15.7%. (*Id.*) Moreover, many of
24 Plaintiff's allegations would largely need to be supported by declarations from Aggrieved
25 Employees, and obtaining such declarations potentially would reveal that each Aggrieved
26 Employee had a different experience. (*Id.*) The individualized nature of employees'
27 employment experience and the numerosity of employees affected present significant risk with
28

1 manageability and proof on the merits. (*Id.*)

2 Assuming a \$100 civil penalty per pay period (total 17,002 estimated pay periods),
3 Defendant's maximum potential exposure in this Action for civil penalties under PAGA is
4 estimated to be \$1,700,200.00. (*Id.* at ¶ 24.) Although Plaintiff's Counsel believe there is merit
5 to Plaintiff's allegations, we acknowledge a legitimate controversy exists as to each allegation.
6 (*Id.*) In other words, based on Plaintiff's Counsel's investigation and analysis, the maximum
7 exposure did not comport with the reasonable exposure that Defendant faced. (*Id.*) Specifically,
8 Defendant argued that it did not permit employees to work off-the-clock and that it did not fail
9 to incorporate any bonuses into Aggrieved Employees' regular rate for purposes of calculating
10 overtime pay and sick pay as such bonuses were discretionary. (*Id.*) Due to the lack of written
11 policies regarding criteria for bonus payments, I acknowledge the foregoing presents significant
12 risk with proof on the merits. (*Id.*) Defendant maintains its compliance with all its meal and rest
13 period obligations, and that any missed lunches or breaks was solely the result of employees'
14 voluntary choice. (*Id.*) Defendant also argued that many Aggrieved Employees waived their meal
15 breaks and to the extend there were any violations, Defendants paid meal premium payments.
16 (*Id.*) Indeed, the records evidenced that approximately 2.8% of the meal break violations included
17 a meal waiver and that Defendant paid an estimated 1,775 meal premium payments, which
18 accounts for approximately 33% of the meal break violations. (*Id.*) To the employees who
19 received wage statements that were allegedly inaccurate, Defendant asserts they suffered no
20 actual damage or harm as a result. (*Id.*) Based on the foregoing and in consideration of the Due
21 Process concerns related to penalizing Defendant disproportionately to the amount of damages
22 at issue, and the discretionary nature of awarding penalties, it is reasonable to assume for
23 resolution purposes, that a violation occurred in approximately one-fifth of all pay periods
24 resulting in a **realistic (*risk-adjusted*) exposure of \$340,040.00** (\$1,700,200 / 5). (*Id.* at ¶ 27.)

25 The **\$217,500.00** settlement is an excellent result and amounts to "genuine and meaningful"
26 relief "consistent with the underlying purpose of the statute to benefit the public" **as it represents**
27 **approximately 64% of Defendant's realistic recovery.** (*Id.* at ¶ 28; *Villalobos v. Calandri*

1 *Sonrise Farm LP* (C.D. Cal., July 22, 2015, No. CV 12-2615 PSG (JEMx)) 2015 WL 12732709,
2 at *5; *see also O'Connor v. Uber Technologies, Inc.* (N.D. Cal. 2016) 201 F.Supp.3d 1110,
3 1135.) This is an excellent result, particularly because, under the PAGA Settlement, Aggrieved
4 Employees will receive timely, guaranteed relief and will avoid the risk of not being able to
5 recover anything. (Moon Decl., ¶ 28.)

6 After the Administration Expenses Payment, Enhancement Payment, PAGA Counsel
7 Fees Payment, and PAGA Counsel Litigation Expenses Payment, the amount estimated as
8 PAGA Penalties for the LWDA and Aggrieved Employees is at least **\$110,612.94**.² (*Id.* at ¶
9 28.) The PAGA Penalties will be split with 75% going to the LWDA and 25% going to
10 Aggrieved Employees on a pro rata basis in PAGA Claim Employee Settlement Awards.
11 (PAGA Settlement, ¶ 3.2.3.) Each Aggrieved Employee will receive payment directly
12 proportional to the number of PAGA Pay Periods the Aggrieved Employee worked within the
13 PAGA Period. (*Id.* at ¶ 3.2.4.1.) Accordingly, at least **\$82,959.71** (75% * \$110,612.94) will be
14 available to the LWDA and **\$27,653.23** (25% * \$110,612.94) will be available to the estimated
15 849 Aggrieved Employees, which results in an average Individual PAGA Payment of **\$32.57**
16 (\$27,653.23 / 849 Aggrieved Employees) and a Pay Period value of **\$1.63** (\$27,653.23 / 17,002
17 Pay Periods) for each of the 27,653.24 estimated Pay Periods.³ (Moon Decl., ¶ 29.)

18 **C. The Enhancement Payment to Plaintiff Should Be Approved**

19 Service awards are particularly important to plaintiffs in wage and hour cases because they
20 promote the important public policies underlying the wage and hour laws. This strong policy is
21 codified in California Labor Code section 90.5, which provides, “[i]t is the policy of this state to
22 vigorously enforce minimum labor standards in order to ensure employees are not required or
23 permitted to work under substandard unlawful conditions . . .” (Lab. Code § 90.5.) Nonetheless,

24
25 ² The PAGA Penalties amount is \$217,500.00 minus: \$19,537.06 for Plaintiff’s Counsel’s
26 litigation costs, \$72,500.00 for Plaintiff’s Counsel’s attorneys’ fees, \$7,500.00 for Plaintiff’s
Enhancement Payment, and \$7,350.00 for administration costs. (PAGA Settlement, ¶¶ 1.17, 3.2.)

27 ³ The Pay Period value when considering the entire Gross Settlement Amount of
28 \$217,500.00 is estimated to be \$12.80 (\$217,500.00 / 17,002 pay periods). (PAGA Settlement,
¶ 8.)

1 the California Supreme Court has noted that “retaliation against employees for asserting statutory
2 rights under the Labor Code is widespread,” despite anti-retaliation statutes designed to protect
3 employees. (*Gentry v. Super. Ct.* (2007) 42 Cal.4th 443, 460–61.) In this context, PAGA
4 representatives should be rewarded for assuming the risk of retaliation for the sake of aggrieved
5 employees.

6 Under the Settlement Agreement here, subject to the Court’s approval, Defendant agrees
7 to pay an Enhancement Payment in the amount of \$7,500.00 to Plaintiff. (Settlement Agreement,
8 ¶ 3.2.2.) This award is in recognition of Plaintiff’s role, service, and risks undertaken as the PAGA
9 representative of the State of California and for his general release of claims. (Moon Decl., ¶ 37.)
10 Plaintiff has devoted a great deal of time and work assisting counsel in the case and communicated
11 with counsel frequently for litigation and to prepare for the mediation session. (*Id.* at ¶¶ 34–37;
12 Declaration of Plaintiff Sophath Nhem in Support of Plaintiff’s Motion to Approve PAGA
13 Settlement, ¶¶ 9–12.) The requested award is fair and reasonable, particularly considering the
14 substantial benefits Plaintiff generated for all Aggrieved Employees. (Moon Decl., ¶¶ 28–37.) In
15 addition, Plaintiff’s Release in exchange for this payment will include a release of his individual
16 claims and Section 1542 waiver, which further supports the Enhancement Payment. (Settlement
17 Agreement, ¶ 5.1.)

18 **D. The Requested Attorney’s Fees and Cost Award Should Be Approved**

19 Under the PAGA Settlement, subject to the Court’s approval, Defendant agrees to pay
20 Plaintiff’s Counsel’s reasonable attorneys’ fees in amount up to one-third (33 1/3%) of the
21 Gross Settlement Amount, which is currently estimated to be \$72,500.00. (PAGA Settlement,
22 ¶ 3.2.1.) Additionally, Defendant agrees to pay Plaintiff’s Counsel’s actual litigation costs up
23 to \$25,000.00. (*Id.*) To date, Plaintiff’s Counsel have incurred \$19,537.06 in actual litigation
24 costs. (Moon Decl., ¶ 16, Exh. 4.)

1 **1. Plaintiff’s Counsel Request an Award of Fees Based on the**
2 **Common Fund Method**

3 California courts have long awarded attorneys’ fees as a percentage of the benefit created
4 by counsel in pursuing claims on behalf of a class. (*See, e.g., Serrano v. Priest* (1977) 20 Cal.3d
5 25.) The California Supreme Court has held, “when a number of persons are entitled in common
6 to a specific fund, and an action brought by a plaintiff or plaintiffs for the benefit of all results in
7 the creation or preservation of that fund, such plaintiff or plaintiffs may be awarded attorney’s
8 fees out of the fund.” (*Id.* at p. 34.)

9 Plaintiff’s Counsel seek an award of attorneys’ fees on the “percentage of
10 recovery/common fund” theory. (Moon Decl., ¶ 59.) The purpose of this approach is to “spread
11 litigation costs proportionately among all the beneficiaries so that the active beneficiary does not
12 bear the entire burden alone.” (*Vincent v. Hughes Air W., Inc.* (9th Cir. 1977) 557 F.2d 759, 769.)
13 In *Quinn v. State of Cal.* (1975) 15 Cal.3d 162, the California Supreme Court stated, “one who
14 expends attorneys’ fees in winning a suit which creates a fund from which others derive benefits,
15 may require those passive beneficiaries to bear a fair share of the litigation costs.” (*Id.* at p. 167.)
16 Similarly, in *City and County of San Francisco v. Sweet* (1995) 12 Cal.4th 105, the California
17 Supreme Court recognized that the common fund doctrine has been applied “consistently in
18 California when an action brought by one party creates a fund in which other persons[] are entitled
19 to share.” (*Id.* at pp. 110–11 [pincite omitted].) The reasons for applying the common fund doctrine
20 include:

21 fairness to the successful litigant, who might otherwise receive no
22 benefit because his recovery might be consumed by the expenses;
23 correlative prevention of an unfair advantage to the others who are
24 entitled to share in the fund and who should bear their share of the
25 burden of its recovery; encouragement of the attorney for the
26 successful litigant, who will be more willing to undertake and
27 diligently prosecute proper litigation for the protection or
28 recovery of the fund if he is assured that he will be properly and
 directly compensated should his efforts be successful.

(*Id.* at p. 111.):

Several courts have expressed frustration with the alternative “lodestar” approach for deciding fee awards, which usually involves wading through voluminous and often indecipherable time records. Commenting on the lodestar approach, Chief Judge Marilyn Hall Patel wrote in *In re Activision Securities Litigation* (N.D. Cal. 1989) 723 F.Supp.1373:

This court is compelled to ask, “Is this process necessary?” Under a cost-benefit analysis, the answer would be a resounding, “No!” Not only do the *Lindy* and *Kerr–Johnson* analyses consume an undue amount of court time with little resulting advantage to anyone, but, in fact, it may be to the detriment of the class members.

(*Id.* at p. 1375 [emphasis added].) The percentage approach is preferable to the lodestar because: (1) it aligns the interests of class counsel and absent class members; (2) it encourages efficient resolution of the litigation by providing an incentive for early, yet reasonable, settlement; and (3) it reduces the demands on judicial resources. (*Id.* at pp. 1378–79.) California Courts now routinely use the percentage of the common fund approach to determine the award of attorney’s fees. (*See, e.g., In re Pac. Enter. Sec. Litig.* (9th Cir. 1995) 47 F.3d 373, 378–79 [approving attorneys’ fee award of 33%].)

2. The Requested Fee Is in Line with Typical Cases

According to a leading treatise on class actions: “No general rule can be articulated on what is a reasonable percentage of a common fund. Usually 50% of the fund is the upper limit on a reasonable fee award from a common fund in order to assure that the fees do not consume a disproportionate part of the recovery obtained for the class, although somewhat larger percentages are not unprecedented.” (Newberg, *Newberg on Class Actions* (3rd ed. 1992) § 14.03.) Attorneys’ fees that are 50% of the fund are typically considered the upper limit, with 30–40% commonly awarded in cases where the settlement is relatively small. (*Id.*; *see also Van Vranken v. Atlantic Richfield Co.* (N.D. Cal. 1995) 901 F.Supp. 294, 297 [stating that most cases where 30–50% was awarded involved “smaller” settlement funds of under \$10 million].)

Here, Plaintiff requests attorneys’ fees equal to one-third (1/3) of the Gross Settlement Amount, which is in line with the prevailing guidelines established under California case law and in academic literature and is consistent with awards in California. (*Compare* PAGA

1 Settlement, ¶ 3.2.1, with *Chavez v. Netflix, Inc.* (2008) 162 Cal.App.4th 43, 66, n.11 [“Empirical
2 studies show that, regardless whether the percentage method or the lodestar method is used, fee
3 awards in class actions average around one-third of the recovery.”].) Accordingly, Plaintiff
4 respectfully requests that the Court approve attorneys’ fees as negotiated by the Parties.

5 **3. The Matter Involves a Fee Shifting Provision**

6 Labor Code section 2699 provides for the recovery reasonable attorney’s fees as well as
7 costs of suit. (Lab. Code § 2699(g)(1).) Under this provision, Plaintiff would be permitted to
8 recover his actual attorneys’ fees, even if those fees were larger than the total recovery for the
9 Aggrieved Employees at the conclusion of this case. (*Id.*)

10 This PAGA Settlement is beneficial in that it limits the risk of continued expenses and
11 consumption of time, energy, and resources facing Defendant while at the same time rewarding
12 Plaintiff’s Counsel for their decision to assume risk by taking on this matter. In fact, prosecution
13 of this action involved significant financial risk for Plaintiff’s Counsel. (Moon Decl., ¶¶ 61–
14 66.) Plaintiff’s Counsel undertook this matter solely on a contingent basis, with no guarantee
15 of recovery. (*Id.*) Once Counsel undertook this litigation on behalf of the Aggrieved Employees,
16 they committed to pursue it to its conclusion, placing their fiduciary duty to the Aggrieved
17 Employees ahead of all other concerns. (*Id.* at ¶ 64.)

18 **4. The Experience, Reputation, and Ability of Plaintiff’s Counsel** 19 **Support the Requested Fee Award**

20 As demonstrated by their past experience in pursuing class and representative actions
21 on behalf of employees, Plaintiff’s Counsel possess considerable expertise in litigating class
22 action and representative matters. (*Id.* at ¶¶ 38–56.) Plaintiff’s Counsel have been involved as
23 lead counsel or co-counsel in a multitude of class and representative actions resulting in
24 beneficial results to class members and aggrieved employees in California. (*Id.*) Because it is
25 reasonable to compensate Plaintiff’s Counsel commensurate with their skill, reputation, and
26 experience, Plaintiff’s Counsel’s requested fee award is supported here.

27 Plaintiff’s Counsel’s experience in wage and hour class and representative actions was
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1 integral in evaluating the strengths and weaknesses of the case against Defendant and the
2 reasonableness of this Settlement. (*Id.* at ¶ 57.) Practice in the narrow field of wage and hour
3 litigation requires skill and knowledge concerning the rapidly evolving substantive law (state
4 and federal), as well as the procedural law of representative action litigation. (*Id.* at ¶ 55.) Based
5 on these and other factors, Plaintiff’s Counsel have frequently received fee awards of this
6 percentage from the gross recovery for aggrieved employees. (*See id.* at ¶¶ 42, 48, 54.)
7 Therefore, the requested fee award is reasonable and fair.

8 **5. While the Lodestar Method is Not Necessary in Common Fund**
9 **Cases, the Court May Perform a Cross-Check to Award Fees**

10 “Despite its primacy, the lodestar method is not necessarily utilized in common fund
11 cases.” (*Lealao v. Beneficial Cal., Inc.* (2000) 82 Cal.App.4th 19, 27.) Courts have criticized
12 the lodestar method as a drain on the judicial system and a disincentive on attorneys to take on
13 high-risk, challenging cases. (*Id.* at p. 29.) Indeed, the lodestar approach: “(1) ‘increases the
14 workload of an already overtaxed judicial system,’ (2) is ‘insufficiently objective and
15 produce[s] results that are far from homogenous,’ (3) ‘creates a sense of mathematical precision
16 that is unwarranted in terms of the realities of the practice of law,’ (4) ‘is subject to
17 manipulation by judges who prefer to calibrate fees in terms of percentages of the settlement
18 fund or the amounts recovered by the plaintiffs or of an overall dollar amount,’ (5) ‘encourages
19 lawyers to expend excessive hours, and . . . engage in duplicative and unjustified work,’ (6)
20 ‘creates a disincentive for the early settlement of cases,’ (7) deprives trial courts of ‘flexibility
21 to reward or deter lawyers so that desirable objectives, such as early settlement, will be
22 fostered,’ (8) ‘works to the particular disadvantage of the public interest bar,’ and (9) results in
23 ‘confusion and lack of predictability.’” (*Id.* [quoting Third Circuit Task Force, *Court Awarded*
24 *Attorney Fees* (1985) 108 F.R.D. 237, 246–49].)

25 Although California Courts support the common fund doctrine, the lodestar method can
26 be used to cross-check fee awards. “It may be appropriate in some cases, assuming the class
27 benefit can be monetized with a reasonable degree of certainty, to ‘cross-check’ or adjust the
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1 lodestar in comparison to a percentage of the common fund to ensure that the fee awarded is
2 reasonable and within the range of fees freely negotiated in the legal marketplace in comparable
3 litigation.” (*In re Consumer Privacy Cases* (2009) 175 Cal.App.4th 545, 557 [quoting *Lealao*,
4 *supra*, 82 Cal.App.4th at pp. 49–50].)

5 Applying the lodestar method is a two-step process. The first step is to multiply the
6 number of hours reasonably expended by a reasonable hourly rate, and the second step is to
7 apply a multiplier to the lodestar to account for various factors. (*Id.* at p. 556.) “The purpose of
8 such adjustment is to fix a fee at the fair market value for the particular action. In effect, the
9 court determines, retrospectively, whether the litigation involved a contingent risk or required
10 extraordinary legal skill justifying augmentation of the unadorned lodestar in order to
11 approximate the fair market rate for such services.” (*Id.*) “Under certain circumstances, a
12 lodestar calculation may be enhanced on the basis of a percentage-of-the-benefit analysis.” (*Id.*
13 at pp. 556–57.) Further, “California case law permits fee awards in the absence of detailed time
14 sheets.” (*Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 255.)

15 Moreover, the use of a multiplier is permitted in a PAGA action. PAGA provides that
16 “[a]ny employee who prevails in any action shall be entitled to an award of reasonable
17 attorney’s fees and costs.” (Lab. Code § 2699(g)(1).) Although, PAGA does not provide a
18 specific standard for evaluating attorneys’ fees in connection with a settlement of PAGA
19 claims, California Courts have employed a lodestar analysis and use of multipliers for this
20 purpose. “Where a settlement produces a common fund for the benefit of the entire class, courts
21 have discretion to employ either the lodestar method or the percentage-of-recovery method. . .
22 . To guard against an unreasonable result, the Ninth Circuit encourages district courts to “cross-
23 check[] their calculations against a second method. . . . Accordingly, the Court calculates
24 attorneys’ fees in the instant case using the percentage-of-recovery method and then cross-
25 checks its calculations against the lodestar method.” (*Hermosillo v. Davey Tree Surgery Co.*
26 (N.D. Cal. July 7, 2021, No. 18-CV-00393-LHK) 2021 WL 2826697, at *1 [quoting *In re*
27 *Bluetooth Headset Prods. Liab. Litig.* (9th Cir. 2011) 654 F.3d 935, 942, 944–45].) The Court
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1 in *Hermosillo* granted, in part, plaintiffs’ counsel’s unopposed motion for attorneys’ fees and
2 costs in a PAGA-only settlement, wherein 33.3% of the gross settlement fund was requested
3 for fees. (*Hermosillo*, at *1–3.) The Court stated, “[w]here the percentage-of-recovery method
4 is used, it is well-established that 25 percent of a common fund is a presumptively reasonable
5 amount of attorneys’ fees.” (*Id.* at *1.) The Court further stated, “the Ninth Circuit has
6 emphasized that ‘[t]he 25% benchmark rate, although a starting point for analysis, may be
7 inappropriate in some cases. . . . Selection of the benchmark or any other rate must be supported
8 by findings that take into account all the circumstances of the case.’” (*Id.* [quoting *Vizcaino v.*
9 *Microsoft Corp.* (2022) 290 F.3d 1043, 1048].) The Court found the settlement at issue “d[id]
10 not justify an upward deviation from th[e] standard [25%] benchmark rate, given Plaintiff’s
11 Counsels’ effective abandonment of the Aggrieved Employees’ wage and hour [class action]
12 claims after more than 3.5 years of litigation,” and therefore, only approved 25% for fees and
13 a lodestar multiplier of 1.22. (*Id.* at *1, 3.) In contrast to *Hermosillo*, however, the class
14 allegations in the present Action were dismissed shortly following the complaint filing, and
15 therefore, the large majority of Plaintiff’s Counsel’s work in this matter was focused on the
16 settled PAGA claims at issue. Accordingly, the Court should find that the circumstances of the
17 present case justify an award of one-third of the Gross Settlement Amount for attorneys’ fees.

18 Here, Plaintiff’s Counsel’s current lodestar is *no less than* **\$60,565.00**, which is based
19 on approximately **73.9 hours** of attorney time at their customary hourly rates. (Moon Decl., ¶
20 60.) Accordingly, the fee request represents **a multiplier of roughly 1.20**. (*Id.* at ¶ 63(c).)
21 Additionally, Plaintiff’s Counsel estimate they will devote no less than 10 hours, although
22 likely more time, to additional tasks, which are hours not included in the foregoing lodestar
23 total. (*Id.* at ¶ 61.) These additional hours will include time spent to obtain and monitor approval
24 of the PAGA Settlement and requested awards, oversee the settlement administration process
25 and distribution of funds, respond to inquiries, and communicate with Plaintiff regarding the
26 case. (*Id.*) The amount of fees requested under the Settlement is warranted based on the
27 contingent risk that Counsel incurred, the difficulty of the questions involved, the substantial
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benefit conferred on the Aggrieved Employees and State of California as a result of the Settlement, and the skill displayed by Plaintiff's Counsel. Thus, the request for attorneys' fees satisfies a lodestar check.

6. Plaintiff's Counsel's Costs Are Reasonable

Plaintiff's Counsel are entitled to recover the out-of-pocket costs and litigation expenses they reasonably incurred in investigating, prosecuting, and settling this case. (*Staton v. Boeing Co.* (9th Cir. 2003) 327 F.3d 938, 974.) Under the proposed Settlement, Plaintiff's Counsel may request reimbursement of costs up to \$25,000.00. (PAGA Settlement, ¶ 3.2.1.) As of the drafting of this motion, Class Counsel seek reimbursement of actual costs in the amount of \$19,537.06. (Moon Decl., ¶ 16, Exh. 4.) These expenses were reasonably necessary to the litigation and were actually incurred by my office. (*Id.* at ¶ 66.) Moreover, these expenses are below the maximum amount (\$25,000.00) allowed in the PAGA Settlement, and the remainder will revert to the Net Settlement Amount. (*Id.*; PAGA Settlement, ¶ 3.2.1.) Therefore, costs should be reimbursed in full, up to the maximum amount allowed in the Settlement.

IV. CONCLUSION

For the foregoing reasons, Plaintiff respectfully requests that the Court grant approval of the proposed settlement and sign the proposed order and judgment submitted herewith.

Dated: January 31, 2025

Respectfully submitted,

MOON LAW GROUP, PC

By: _____

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