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SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF LOS ANGELES

PAULA GONZALEZ, on behalf of the State
of California, as a private attorney general,

Plaintiff,

vs.

LANCASTER HOSPITAL CORPORATION, a
California Corporation; and DOES 1 through 50,
inclusive,

Defendants.

Case No. **22AVCV00254**

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

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

Hearing Date: May 28, 2024

Hearing Time: 8:30 a.m.

Reservation ID: 614513906527

Judge: Hon. Michael C. Kelley

Dept.: A15

Action Filed: April 15, 2022

Trial Date: Not Set

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

2 YOU ARE HEREBY NOTIFIED THAT at 8:30 a.m. on May 28, 2024, or as soon
3 thereafter as the matter can be heard, in Department A15 of the above entitled Court before
4 the Honorable Michael C. Kelley, Plaintiff Paula Gonzalez (“Plaintiff”) will and hereby does
5 move for an order approving the settlement of the PAGA claim alleged against Defendant
6 Lancaster Hospital Corporation (“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 Kyle Nordrehaug, the Agreement, and the complete files and records in this
11 action. The Labor Workforce Development Agency has been served with this motion and
12 the Settlement Agreement as set forth in the accompanying proof of service.

13 Respectfully submitted,

14 Dated: March 28, 2024

**BLUMENTHAL NORDREHAUG
BHOWMIK DE BLOUW LLP**

16 By: /s/ Kyle Nordrehaug
17 Kyle R. Nordrehaug

18 *Attorneys for Plaintiff*

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1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. INTRODUCTION**

3 Plaintiff Paula Gonzalez (“Plaintiff”) reached a settlement of the California Private
4 Attorneys General Act, Cal. Labor Code §2699, *et seq.* (“PAGA”) claim asserted in this
5 action against Defendant Lancaster Hospital Corporation (“Defendant”) (collectively, the
6 “Parties”) which provides for a “Gross PAGA Settlement Amount” payment in the amount
7 of \$815,000.00. In accordance with California Labor Code §2699(l), Plaintiff now asks this
8 Court to review and approve the settlement of Plaintiff’s PAGA claims.¹ This is only a
9 settlement of the PAGA claims for civil penalties and is not a class settlement and does not
10 release the individual wage claims, if any, of the affected employees other than the Plaintiff
11 herself. Cal. Labor Code § 2699(g)(1); *Iskanian v. CLS Transportation*, 59 Cal. 4th 348, 381
12 (2014); *ZB, N.A. v. Superior Court*, 8 Cal. 5th 175, 182 (2019) (unpaid wages are not
13 recoverable under 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 Kyle Nordrehaug, 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
22 submitted herewith.

23 **II. RELEVANT FACTS**

24 PAGA Counsel mailed the necessary correspondence to the California Labor and
25 Workforce Development Agency (“LWDA”) on January 7, 2022 on behalf of Plaintiff
26 Gonzalez, requesting authorization from the LWDA to seek civil penalties as provided by the
27

28 ¹ Section 2699(1)(2) provides as follows: “The superior court shall review and approve any settlement of any civil action pursuant to this part.”

1 Private Attorney General Act of 2004 (“PAGA”) for the claimed wage and hour violations
2 alleged in the PAGA Notice. (Declaration of Kyle Nordrehaug, at ¶3). The 65-day notice
3 period for the LWDA to notify of its intent to investigate expired on March 14, 2022. On
4 April 15, 2022, Plaintiff Gonzalez filed a Representative Action Complaint in this Court
5 against Defendant Lancaster Hospital Corporation alleging a single cause of action for
6 recovery of civil penalties for Violation of the PAGA [Labor Code §§ 2698, *et seq.*].
7 Defendant subsequently compelled Plaintiff’s individual PAGA claim to arbitration, and the
8 non-individual PAGA claims were stayed in this Court pending the outcome of such
9 individual arbitration.

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

22 Plaintiff’s theories of PAGA liability alleged that Defendant *inter alia* failed to pay
23 Plaintiff and other PAGA Employees for all compensable time, such as pre-shift off the
24 clock work. For example, Plaintiff, who alleges her experience was typical of other PAGA
25 Employees, began her workday with an alleged off the clock temperature check. The alleged
26 off the clock work continued with walking time, obtaining and donning personal protective
27 equipment (e.g., mask), and the requirement to stow personal belongings in a locker before
28 clocking in. Plaintiff also alleged that Defendant required Plaintiff and other PAGA

1 Employees to stay on duty during meal and rest periods. Plaintiff and other PAGA
2 Employees also had to respond to supervisors while off the clock on their personal cell
3 phone regarding work-related issues but were not paid for this time nor were they reimbursed
4 for the expenses they incurred. Moreover, Plaintiff alleged that Defendant rounded work
5 time to the quarter hour, rounded meal periods and failed to pay for all meal period
6 violations. (Declaration of Kyle Nordrehaug, at ¶3)

7 On October 10, 2023, the Parties engaged in an all-day mediation session before
8 Mediator Ortman, a respected and experienced mediator knowledgeable of both the wage
9 and hour laws and representative claims at issue in this action. Through arm's-length
10 negotiations with the assistance of the mediator, the Parties reached an agreement to settle
11 the individual and non-individual PAGA claims in this action which led to the signing of a
12 Memorandum of Understanding memorializing the settlement.² (Declaration of Kyle
13 Nordrehaug, at ¶3).

14 The settlement was negotiated in light of all known facts and circumstances and the
15 uncertainty associated with litigation – including the risk of Plaintiff not being able to
16 maintain non-individual PAGA claims, the difficulty of proving Plaintiff's claims in a
17 manageable trial, the merits of Defendant's potential defenses, and the significant delay and
18 potential appellate issues inherent to litigation – and was reached after extensive arm's
19 length negotiations, with the assistance of Mediator Ortman. (Declaration of Kyle
20 Nordrehaug, at ¶3).

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

22 The PAGA settlement is subject to Court approval consistent with Labor Code
23 §2699(1)(2). (Agreement at ¶ 6.1). The Agreement negotiated by the Parties provides for a

24 ² In addition to the Gross PAGA Settlement Amount, Defendant has agreed to separately settle
25 Plaintiff's individual claims pursuant to separate confidential Individual Settlement Agreement
26 ("Individual Settlement") (Settlement Agreement at ¶ 2.3). The individual claims were not at issue
27 in this action and exist independent and apart from the PAGA claims at issue before the Court. *See*
28 *Kim v. Reins Int'l Cal., Inc.*, 9 Cal. 5th 73, 80 (2020) (the "[s]ettlement of individual claims does not
strip an PAGA Employee of standing, as the state's authorized representative, to pursue PAGA
remedies" nor resolve the PAGA claims.).

1 “Gross PAGA Settlement Amount” payment in the amount of \$815,000 to resolve the
2 Released PAGA Claims (hereinafter referred to as the “PAGA Settlement”). From this
3 PAGA Settlement of \$815,000, there is a deduction of attorneys’ fees (“PAGA Counsel Fees
4 Payment”) in the amount of \$271,666 (which is one-third of the PAGA Settlement),
5 reimbursement of incurred costs (“PAGA Counsel Litigation Expenses Payment”) in an
6 amount not to exceed \$25,000, an enhancement award of \$10,000 (“Enhancement Award”)
7 and Settlement Administration Costs (“Administration Expenses Payment”) not to exceed
8 \$12,000. (Agreement at ¶¶ 3.2.1-3.2.2).³ After these deductions, the amount remaining is the
9 “PAGA Payment”, which is estimated to be no less than \$496,334.

10 Of the PAGA Payment amount, seventy-five percent (75%) (no less than
11 \$372,250.50) will be paid to the LWDA and the remaining twenty-five percent (25%) (no
12 less than \$124,083.50) will be paid to the PAGA Employees (Agreement at ¶ 3.2.3)⁴ This
13 75/25 allocation is required by Labor Code §2699 as explained by *ZB, N.A. v. Superior*
14 *Court*, 8 Cal.5th 175 (2019).

15 The Individual PAGA Payment for each PAGA Employee shall be based on the
16 number of pay periods each PAGA Employee worked during the PAGA Period as a PAGA
17 Employee, as a percentage of the total pay periods worked by all PAGA Employees during
18 the PAGA Period.⁵ The PAGA Period is the time period from April 15, 2021 through
19 January 8, 2024. (Agreement at ¶ 1.24).

21 ³ If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses
22 Payment less than the amounts requested, the Administrator will allocate the remainder of these
23 amounts to the PAGA Payment. (Settlement Agreement at ¶ 3.2.1). To the extent the Administration
24 Expenses are less, or the Court approves payment less than \$12,000, the Administrator will allocate
25 the remainder of this amount to the PAGA Payment (*Id.* at ¶ 3.2.2). In the event the Enhancement
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, PAGA Counsel, or Defendant. (*Id.* at ¶
3.2.4).

26 ⁴ “PAGA Employees” means all non-exempt employees of Defendant employed during the PAGA
27 Period. The PAGA Period is the period from April 15, 2021 through January 8, 2024. (Settlement
Agreement at ¶¶ 1.4, 1.24).

28 ⁵ See Settlement Agreement at ¶ 3.2.3 (“The Administrator will calculate each Individual PAGA
Payment by (a) dividing the amount of the PAGA Employees’ 25% share of PAGA Payment by the

1 For mediation, Defendant represented that there are approximately 1,945 PAGA
2 Employees who collectively worked approximately 66,182 pay periods during the PAGA
3 Period. (Agreement at ¶ 4.1).

4 Upon entry of final judgment, the Released Parties shall be entitled to a release from
5 the PAGA Employees for any “Released PAGA Claims”, which means all claims under state
6 law that were alleged or that could have been alleged based on the facts asserted in the
7 PAGA Case, the LWDA Letter filed on behalf of Plaintiff, dated January 7, 2022, and the
8 PAGA claims identified as set forth below that occurred during the PAGA Period
9 (collectively the “Released PAGA Claims”). (Agreement at ¶5.2). The Released PAGA
10 Claims expressly exclude claims for vested benefits, wrongful termination, violation of the
11 Fair Employment and Housing Act, unemployment insurance, disability, social security,
12 workers’ compensation, California class claims, and PAGA claims outside of the PAGA
13 period. (*Id.*)

14 Within fourteen (14) days after Defendant funds the Gross PAGA Settlement
15 Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA
16 PAGA Payment, the Administration Expenses Payment, the Enhancement Award and the
17 PAGA Counsel Fees Payment and PAGA Counsel Expenses Payment. (Agreement at ¶
18 4.4).⁶ Checks will remain negotiable for one hundred eighty (180) days. (*Id.* at ¶ 4.4.1) For
19 any Individual PAGA Payment check that is uncashed and cancelled after the void date, the
20 Administrator shall transmit the funds represented by such checks to the State of California
21 Unclaimed Property Fund in the name of the absent PAGA Employee, subject to Court
22 approval. (*Id.* at ¶ 4.4.3).

23 Pursuant to California Labor Code Section 2699(1), Plaintiff is providing a copy of
24 the Agreement and this motion to the LWDA concurrently with the filing of the instant
25 motion for settlement approval as set forth in the accompanying proof of service in

26
27 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.”)

28 ⁶ Disbursement of the PAGA Counsel Litigation Expenses Payment shall not precede disbursement
of the Individual PAGA Payments. (*Id.*).

1 compliance with Labor Code section 2699(1). In addition, Plaintiff shall submit to the
2 LWDA a copy of the Court's judgment and order approving the Agreement within ten (10)
3 days after entry of judgment or order.

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

5 The claim before this Court is solely the representative claim under PAGA on behalf
6 of the State of California for civil penalties pursuant to the PAGA. The parties have agreed
7 to settle this PAGA claim in its entirety after investigation and an arm's length mediation
8 session. (Declaration of Kyle Nordrehaug, at ¶4.) The settlement is intended to fully and
9 finally resolve the Released PAGA Claims asserted by Plaintiff on behalf of the State of
10 California. This is only a settlement of the PAGA claims for civil penalties and is not a class
11 settlement and does not release the individual claims, if any, of the PAGA Employees (other
12 than the Plaintiff), other than any claims under PAGA. Except for Plaintiff's general release
13 of all claims, this settlement does not release any claim on behalf of any PAGA Employees
14 that is not a PAGA claim.⁷ PAGA Counsel Fees equal to one-third of the Gross PAGA
15 Settlement amount (\$271,666), an Enhancement Award of up to \$10,000 to Plaintiff in
16 exchange for her general release of all claims, and PAGA Counsel Litigation Expenses in an
17 amount not to exceed \$25,000 will also be paid to PAGA Counsel as part of the settlement in
18 accordance with California Labor Code § 2699(g)(1), as set forth in the Agreement.⁸ Lastly,
19 payment to the Administrator in an amount not to exceed \$12,000 to perform the
20 administrative duties to distribute the settlement money shall also be paid. (Declaration of
21 Kyle Nordrehaug, at ¶¶ 4-5.)

22 **V. THE PARTIES REQUEST REVIEW AND APPROVAL OF THE**
23 **SETTLEMENT OF THE PAGA CLAIM**

24 Labor Code § 2699(1) requires that the Court "shall review and approve any
25

26 ⁷ 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."

27 ⁸ As set forth in the accompanying Declaration of Kyle Nordrehaug, PAGA Counsel incurred costs
28 in the current amount of \$ [REDACTED], which is less than the cost allocation in the Settlement
Agreement. See Declaration of Nordrehaug at ¶ 9.

1 settlement of any civil [PAGA] action filed pursuant to this part. The proposed settlement
2 shall be submitted to the agency at the same time that it is submitted to the court.”
3 Consequently, the parties respectfully ask the Court to review and approve the settlement of
4 the PAGA claims and the PAGA Payment to be paid as part of the proposed settlement.

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

6 The Parties believe that the PAGA Settlement amount is fair and reasonable and
7 therefore "shall" be reviewed and approved. Here, the Gross PAGA Settlement Amount of
8 \$815,000, which Plaintiff posits is more than other PAGA settlements as it constitutes
9 approximately \$12 per pay period. (Declaration of Nordrehaug, at ¶6.)

10 Plaintiff argues that this PAGA Settlement amount compares favorably to the
11 estimated amount of PAGA penalties. With the assistance of an expert, Plaintiff contends
12 she calculated that the maximum amount of statutory PAGA civil penalties was potentially
13 \$6,618,200 based on 66,182 pay periods applicable to the PAGA Employees during the
14 PAGA Period.⁹ (Declaration of Nordrehaug, at ¶6.) Importantly, however, these calculations
15 were performed at the maximum statutory rate for the penalties, when in fact, it is likely that
16 any penalties awarded would be at a lower rate. California Labor Code Section 2699(e)(1)
17 permits a Court to award a lesser amount than the maximum civil penalty if based on the
18 facts and circumstances to do otherwise would result in an award that is "unjust, arbitrary
19 and oppressive or confiscatory."

20 In *Carrington v. Starbucks Corp.*, 30 Cal. App. 5th 504 (2018), the Court of Appeal
21 affirmed a judgment after trial which only provided for a PAGA penalty of \$5 per pay
22 period. Therefore, at trial, any PAGA penalties awarded could be significantly less than
23 Plaintiff's alleged calculation even where Plaintiff prevailed on the PAGA claim. If the
24 amount of \$5 per pay period from *Carrington v. Starbucks* is used in this case, the potential
25

26 ⁹ Stacking is where more than one civil penalty is imposed in a pay period for the same conduct.
27 The valuation of \$6,618,200 is Plaintiff's calculation of the alleged civil penalty amounts without
28 stacking. If stacking were permitted, then Plaintiff's 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.

1 recovery of civil penalties would be only \$330,910, which is far less than this settlement
2 provides.

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

12 In order to recover any PAGA penalties, Plaintiff would be required at trial to prove
13 each of the underlying Labor Code violations. See *Cardenas v. McLane Foodservice, Inc.*,
14 2011 U.S. Dist. LEXIS 13126, *10 (C.D. Cal. 2011) ("Given the statutory language [of
15 PAGA], a plaintiff cannot recover on behalf of individuals whom the plaintiff has not proven
16 suffered a violation of the Labor Code by the defendant."). Here, Plaintiff would need to
17 prove that each PAGA Employee suffered a violation for each period the employee worked
18 in relation to meal or rest period violations, failure to pay minimum wages, failure to pay
19 overtime and sick pay wages, failure to provide accurate itemized wage statements, failure to
20 maintain records, failure to reimburse employees for required expenses, and failure to pay
21 wages when due.

22 Defendant maintains that Plaintiff and the PAGA Employees were properly
23 compensated at all times relevant, and that it did not violate the Labor Code in any respect.
24 Accordingly, Defendant disputes and categorically denied and continues to deny Plaintiff's
25 allegations and claims asserted in both the PAGA Notice and the Operative Complaint, all
26 which are nonetheless resolved by the Agreement. Defendant asserted additional defenses to
27 the PAGA claims, not only as to liability but also as to the amount of the penalties.
28 Defendant argued that no penalties prior to the PAGA notification should be awarded

1 because the violations were not intentional, and at least one Court has so ruled. These and
2 other defenses present a significant risk to the PAGA claims and the potential that some or
3 all of the PAGA penalties sought may not be awarded. (Declaration of Nordrehaug, at ¶7.)

4 Given Defendant's potential defenses to the violations at issue, the risks and costs of
5 continued litigation, Plaintiff and her attorneys believe that the PAGA Settlement is fair and
6 reasonable. (Declaration of Nordrehaug, at ¶7.) Without admitting liability or damages,
7 Defendant has agreed to resolve the action in its entirety in the manner and upon the terms
8 and conditions set forth in the Agreement in order to avoid further expense, inconvenience
9 and distraction of further legal proceedings, both in Plaintiff's individual arbitration and any
10 subsequent proceedings in this Court, as well as the uncertainty of such arbitration and
11 litigation. Solely for purposes of the settlement and approval of same, Defendant
12 acknowledges the PAGA Settlement is fair, reasonable, and adequate.

13 PAGA Counsel have significant experience litigating wage and hour claims including
14 claims for PAGA penalties, and based on that experience, Plaintiff contends that the PAGA
15 Settlement here is similar to or greater than similar settlements that courts have approved.
16 (Declaration of Nordrehaug, at ¶¶ 7, 10.) The PAGA Settlement, along with the other terms
17 of the proposed settlement, were negotiated by experienced counsel at arm's length with the
18 assistance of a private mediator, Tripper Ortman, Esq. (Declaration of Nordrehaug, at ¶7.)

19 As set forth in the accompanying proof of service, the LWDA has been provided
20 notice of this motion and the PAGA Settlement. The decision of the LWDA to accept the
21 PAGA Settlement and not oppose the motion should be given considerable weight. This is
22 not a situation where the Court needs to be concerned about the rights of absent employees
23 as in a class settlement, as this PAGA-only settlement does not release the individual claims
24 of absent employees other than PAGA claims, and the LWDA is a sophisticated government
25 entity that is more than able to look out for its own rights.

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

27 Although PAGA requires that a court approve the proposed PAGA settlement, Labor
28

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

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

8 PAGA Counsel seek approval of attorneys' fees from the PAGA settlement in the
9 amount of \$271,666 representing one-third of the \$815,000 Gross PAGA Settlement
10 Amount. PAGA does not have any requirements for reviewing attorneys' fees, and
11 Plaintiff's position is that the payment of attorneys' fees and costs in this settlement is a
12 matter of contract for contingent representation. Nevertheless, should this Court review the
13 requested attorneys' fees, Plaintiff contends the requested fees and costs are reasonable.

14 First, Plaintiff contends the requested fees are justified by the result achieved. PAGA
15 Counsel negotiated a recovery of \$815,000.00, and Plaintiff contends this result justifies the
16 requested fees equal to one third of this recovery. This percentage is within the standard
17 contingent recovery percentage of one-third, and this percentage is what was expressly
18 approved by the Supreme Court in *Laffitte v. Robert Half Int'l Inc.*, 1 Cal.5th 480, 504,
19 (2016); *Amaro v. Anaheim Arena Mgmt., LLC*, 69 Cal. App. 5th 521, 545 (2021)
20 (recognizing that “fee awards in class actions average around one-third of the recovery”
21 regardless of “whether the percentage method or the lodestar method is used.” (*quoting*
22 *Chavez v. Netflix, Inc.*, 162 Cal.App.4th 43, 66, fn. 11 (2008))).

23 Second, Plaintiff contends the fee award is justified by the work performed and
24 contributions to the case. As detailed in the accompanying Declaration of Kyle Nordrehaug
25 at ¶8, the fee award represents PAGA Counsel's current lodestar of \$195,183.75 with a
26 reasonable multiplier of less than 1.4, with significant additional work still to be performed
27 such that the multiplier will ultimately be even less. PAGA Counsel's billing records are
28 attached as Exhibit #2 to the Declaration of Kyle Nordrehaug, filed herewith.

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

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

20 Finally, as to litigation expenses, PAGA Counsel will be recovering litigation
21 expenses in the total amount of \$24,833.69 which is less than the \$25,000 allocation for costs
22 in the Agreement, so the difference will be added to the PAGA Payment amount. These
23 expenses are documented in the accompanying Declaration of Nordrehaug at ¶9.

24 **VII. CONCLUSION**

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

28 Dated: March 28, 2024

BLUMENTHAL NORDREHAUG BHOWMIK

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DE BLOUW LLP

By: /s/ Kyle Nordrehaug

Kyle Nordrehaug

Attorney for Plaintiff



Court Reservation Receipt

Reservation

Reservation ID: 614513906527	Status: RESERVED
Reservation Type: Motion for Order (Approving PAGA Settlement)	Number of Motions: 1
Case Number: 22AVCV00254	Case Title: PAULA GONZALEZ vs LANCASTER HOSPITAL CORPORATION
Filing Party: Paula Gonzalez (Plaintiff)	Location: Michael Antonovich Antelope Valley Courthouse - Department A15
Date/Time: May 28th 2024, 8:30AM	Confirmation Code: CR-GWINCPQNXXDKKDKNP

Fees

Description	Fee	Qty	Amount
Motion for Order (name extension)	0.00	1	0.00
TOTAL			\$0.00

Payment

Amount: \$0.00	Type: NOFEE
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