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Attorneys for BENITO III UY and SHOHRA YOUSUFPOOR, individually and on behalf of all others similarly situated,

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN FRANCISCO

BENITO III UY, individually and on behalf of all others similarly situated, Plaintiff, v. SFC MARKETS INCORPORATED, a California Corporation, doing business as Seafood City Supermarket and FORTUNE MANAGEMENT COMPANY, INC., a California Corporation; and DOES 1-50, inclusive, Defendants.	Lead Case No. CGC-22-597850 [Consolidated with CGC-22-598941 and CGC-23-607372] Assigned for All Purposes to the Honorable Jeffrey Ross Room: 606 **NOTICE OF RENEWED MOTION AND RENEWED MOTION TO APPROVE PAGA SETTLEMENT AND MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT OF MOTION** Date: January 16, 2026 Time: 10:30 a.m. Dept.: 606

TO ALL PARTIES AND THEIR RESPECTIVE ATTORNEYS OF RECORD:

YOU ARE HEREBY NOTIFIED THAT at January 16, 2026 at 10:30 a.m. or as soon thereafter as the matter can be heard, in Room 606 of the above entitled Court before the Honorable Jeffrey Ross, Plaintiff BENITO III UY ("Plaintiff Uy") and Plaintiff SHOHRA YOUSUFPOOR ("Plaintiff Yousufpoor") (collectively, "Plaintiffs"), will and hereby do move for an order approving the settlement of the PAGA claim alleged against Defendants SFC MARKETS INCORPORATED ("SFC Markets") and FORTUNE MANAGEMENT COMPANY,INC ("Fortune") (collectively, "Defendants"), in accordance with Labor Code §2699(l). The proposed settlement is set forth in the accompanying Amended Representative Private Attorneys General Act Settlement Agreement and Release ("Settlement", "Agreement" or "Settlement Agreement"). This PAGA Settlement resolves this action in its entirety.

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

Dated: October 24, 2025

Respectfully submitted,

JAMES HAWKINS APLC

By: ______________________

JAMES R. HAWKINS
GREGORY MAURO
MICHAEL CALVO
LAUREN FALK
AVA ISSARY

Attorneys for Plaintiffs BENITO III UY and SHOHRA YOUSUFPOOR individually and on behalf of the general public as Private Attorney General

I. INTRODUCTION

Plaintiffs BENITO III UY and SHOHRA YOUSUFPOOR reached a settlement of the California Private Attorneys General Act, Cal. Labor Code §2699, et seq. ("PAGA") claim asserted in this action against Defendants SFC MARKETS INCORPORATED and FORTUNE MANAGEMENT COMPANY, INC. The only claim in this action is the representative PAGA claim. In accordance with California Labor Code §2699(l), Plaintiffs now ask this Court to review and approve the settlement of Plaintiffs' PAGA claims. This is only a settlement of the PAGA claims for civil penalties, and is not a class settlement and does not release the individual claims, if any, of the affected employees other than the Plaintiffs. Cal. Labor Code § 2699(g)(1); *Iskanian v. CLS Transportation*, 59 Cal. 4th 348, 381 (2014).

The PAGA settlement is set forth in the accompanying Amended Representative Private Attorneys General Act Settlement Agreement and Release ("Settlement", "Agreement" or "Settlement Agreement"). A true and correct copy of the Settlement Agreement, which sets forth the terms for the settlement of the PAGA claims, is attached as Exhibit 1 to the Declaration of James Hawkins, filed herewith. Capitalized terms shall have the same meaning as defined in the Settlement Agreement. The LWDA was served notice of this Settlement and this motion as set forth in the accompanying proof of service. Attached as Exhibit A to the Settlement Agreement is the Notice of Settlement, i.e., "Cover Letter" to be mailed to the Aggrieved Employees.

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

II. RELEVANT FACTS

On January 26, 2022, Plaintiff Uy filed a Class Action Complaint in San Francisco County Superior Court, Case No. CGC-22-597850, entitled *Benito III Uy v. SFC Markets Incorporated, et al.,* (the "Class Action") asserting the following causes of action on a class or representative basis against Defendants: (1) Failure to Pay Wages Including Overtime, (2) Failure to Provide Meal Periods, (3) Failure to Provide Rest Periods, (4) Failure to Pay Timely Wages, (5) Failure to Provide Accurate Itemized Wage Statements, and (6) Violation of Unfair Competition Law. (Settlement Agreement ¶1(b)).

On March 29, 2022, Plaintiff Uy filed a PAGA Complaint in San Francisco County Superior Court, Case No. CGC-22-598941, entitled *Benito III Uy v. SFC Markets Incorporated, et al.*, asserting the following cause of action on an individual and representative basis against Defendants: (1) Violation of Private Attorneys General Act. The PAGA Complaint alleged the following PAGA Violations against Defendants: (1) Failure to Pay Wages Including Overtime, (2) Failure to Provide Meal Periods, (3) Failure to Provide Rest Periods, (4) Failure to Pay Timely Wages, and (5) Failure to Provide Accurate Itemized Wage Statements (the “PAGA Action”.) Prior to filing the PAGA Action, Plaintiff Uy submitted a letter to the California Labor and Workforce Development Agency (“LWDA”), pursuant to PAGA, to provide notice of his intent to seek civil penalties under PAGA for Defendants’ alleged violations of California Labor Code sections as outlined in his PAGA Complaint, thereby initiating LWDA Case Number LWDA-CM-864849-22 (the “PAGA Notice”). On September 27, 2022, the Class Action and Plaintiff Uy’s PAGA Action were consolidated into a single lawsuit, Lead Case No. CGC-22-597850. (Settlement Agreement ¶1(c)).

On June 23, 2023, Plaintiff Yousufpoor filed a PAGA Complaint in San Francisco County Superior Court Case No. CGC-23-607372, entitled *Shohra Yousufpoor v. SFC Markets Incorporated, et al*., asserting the following cause of action on an individual and representative basis against Defendants: (1) Violation of Private Attorneys General Act. Within her PAGA Complaint, Plaintiff Yousufpoor alleged the following PAGA Violations against Defendants: (1) Failure to Pay Overtime Wages; (2) Failure to Provide Meal Periods; (3) Failure to Provide Rest Periods; (4) Failure to Pay Timely Wages; (5) Failure to Provide Accurate Itemized Wage Statements; and (6) Failure to Provide Suitable Seating. Prior to filing the Yousufpoor PAGA Complaint, Plaintiffs Uy and Yousufpoor submitted an Amended PAGA Notice to the LWDA pursuant to PAGA, to provide notice of their intent to seek civil penalties under PAGA for Defendants’ alleged violations of California Labor Code sections as outlined in Yousufpoor’s PAGA Complaint, under existing LWDA Case Number LWDA-CM-864849-22 (the “Amended PAGA Notice”). (Settlement Agreement ¶1(d)).

On October 18, 2023, the Court granted the Joint Stipulation to Consolidate Actions for

All Purposes, thereby consolidating *Shohra Yousufpoor v. SFC Markets Incorporated et al.* (Case No. CGC-23-607372) and *Benito III Uy v. SFC Markets Incorporated et al*. (Case No. CGC-22-597850), with CGC-22-597850 designated as the lead case. (Settlement Agreement ¶1(e)).

On or about May 16, 2024, *Shohra Yousufpoor* initiated her individual arbitration agreement related to her wage and hour claims with JAMS, Case No. 5220006129. (Settlement Agreement ¶1(f)).

Defendants deny all allegations in the Action, deny any failure to comply with the laws identified in the Action, deny any failure to comply with the laws identified in Plaintiffs Uy's and Yousufpoor's respective actions/arbitration, and deny any and all liability for the causes of action alleged. (Settlement Agreement ¶1(h)).

During the course of this action Defendants and Plaintiffs exchanged numerous documents and information as well as time and pay records for the aggrieved employees. Defendants also produced policies and other relevant data points for Plaintiffs to conduct a thorough analysis. With this information, on December 4, 2024, the Parties participated in the third all-day mediation presided over by Gig Kyriacou, Esq., a well-respected and experienced wage and hour mediator, which led to the Agreement to settle the Action.

During the mediation the Parties engaged in extensive, arms-length negotiations. As a result of the Parties' efforts, the matter was fully resolved. The Parties engaged in significant efforts to obtain the facts regarding the claims asserted, including the exchange of detailed statistical data regarding weeks and pay periods worked by individuals and Plaintiffs. Thereafter, the parties worked together to finalize the terms of the long form settlement agreement that is now placed before this Court for approval. (Hawkins Decl., at ¶ 9).

III. TERMS OF THE AGREEMENT

The Agreement negotiated by the parties provides for Defendants to pay $255,000.00 as the Gross Settlement Amount ("GSA"). (Agreement at § 3(a)). The "Net Settlement Amount" ("NSA") is the amount remaining of the GSA minus the Court-approved amounts awarded for the Attorneys Fees and Costs, and Settlement Administration Costs. (Agreement at § 3(a)(3)). The Net Settlement Amount is estimated to be $134,850.74. (Hawkins Decl. ¶ 12).

The NSA is calculated as follows: (1) $63,750.00 (i.e. one fourth of the GSA) shall be paid to Plaintiffs' Counsel for payment of attorneys' fees; (2) Plaintiffs' Counsel's litigation expenses not to exceed $43,000.00 (Plaintiffs' counsel's litigation costs to date is $40,849.26; (3) Administration costs not to exceed $5,550.00; and (4) General Release Payments to each Plaintiff for $5,000.00 ($10,000 total). (Agreement at § 3). Any difference from these maximum amounts will be added to the Net Settlement Amount. (Hawkins Decl., ¶ 13).

The Gross Settlement Amount is subject to Court approval consistent with Labor Code § 2699. Should the Net Settlement Amount increase or decrease, the amount to be distributed shall be adjusted according to the changes made by the Court. Upon approval, the Net Settlement Amount shall be allocated 75% ($101,138.05) to the LWDA and 25% ($33,712.69) among Aggrieved Employees. The share of the Net Settlement Amount to be distributed to each Aggrieved Employee is based on the number of his or her Pay Periods worked in the PAGA Period in relation to the aggregate number of Pay Periods worked by the Settlement Group during the PAGA Period. (Agreement at § 3). This equates to approximately $214.22 on average to each aggrieved employee. The anticipated lowest payment would be $5.15 for an aggrieved employee who works only 1 pay period. The highest would be approximately $1,050.60 based on 201 maximum possible pay periods worked by aggrieved employee during the PAGA Period. (Hawkins Decl., ¶ 14).

The "Aggrieved Employees" are defined as "all current and former hourly-paid or non-exempt employees who worked for Defendants in the State of California during the PAGA Period [January 26, 2021 through March 12, 2025][1]". The Aggrieved Employees are estimated to consist of approximately 577 individuals who worked approximately 22,424 Compensable Pay Periods (as defined in Section 7(b) of the Settlement Agreement) from January 26, 2021 to December 12, 2024. (Agreement at § 3(b)). Defendants provided Plaintiffs' Counsel with information concerning the Aggrieved Employees, including statistical data concerning the weeks and pay

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[1] The period from January 26, 2021, to the earlier of either the date the Court enters an order approving this Settlement or 90 days after the acceptance of the mediator's proposal, December 12, 2024, is the "PAGA Period". Here the earlier date is 90 days after the acceptance of the December 12, 2024 mediator's proposal, the 90 day date is March 12, 2025. Thus the PAGA period is January 26, 2021 through March 12, 2025. Agreement at § 3(a)(4)).

periods worked. If the actual number of Compensable Pay Periods from January 26, 2021 through the end date of the PAGA Period is more than ten percent (10%) above 22,424 then Defendants will need to choose whether to increase the Total Settlement Amount by the pro rata percentage that the actual number exceeds 22,424 Compensable Pay Periods or have the PAGA Period end on the date when the 10% is reached. (Agreement at § 3(b)).

No later than fourteen (14) calendar days after the Court's order granting approval of the Settlement, Defendants will provide the PAGA Settlement Administrator with a list of all Aggrieved Employees (the "Aggrieved Employees List"), containing the following information for each Aggrieved Employee: (i) first and last name; (ii) last known address; (iii) last known telephone number; (iv) Social Security number; and (v) the number of Compensable Pay Periods he or she worked. This information is being provided confidentially to the PAGA Settlement Administrator only, and the PAGA Settlement Administrator shall treat the information as private and confidential and take all necessary precautions to maintain the confidentiality of contact information of the Aggrieved Employees. This information is to be used only to carry out the PAGA Settlement Administrator's duties as specified in the Agreement. (Agreement at § 7(c)(1)).

Within 30 calendar days of the approval of the settlement by the court, Defendants will transmit payment to the Administrator. No later than fourteen (14) calendar days after the PAGA Settlement Administrator receives the Aggrieved Employees List and Total Settlement Amount, the PAGA Settlement Administrator will mail the agreed-upon Cover Letter and Individual Settlement Share checks (together, the "PAGA Settlement Package") to all Aggrieved Employees by first-class United States mail; transmit the LWDA Payment to the LWDA; transmit the Attorneys' Fees and Costs to Plaintiff's Counsel; and transmit the Settlement Administration Costs to itself, only after the PAGA Settlement Packages have been mailed to all Aggrieved Employees. (Agreement at §§ 7(a)-(f)).

The settlement checks distributed to aggrieved employees are valid for 90 days from the original date of issuance and mailing, and if they are not cashed, deposited, or otherwise negotiated within the 90-day timeframe, it will be canceled, and the funds associated with the canceled check will be transmitted to the State Controller's Office Unclaimed Property Division in the aggrieved employee's name and in the amount of their respective Individual Settlement Share. (Agreement at Exhibit A).

Upon the date the Court has entered an order approving the Settlement Agreement and full funding of the Total Settlement Amount, and except as to the rights and obligations created by this Settlement Agreement, Plaintiffs and the State of California with respect to Aggrieved Employees, will be deemed to have knowingly and voluntarily released and forever discharged Defendants, including Defendants' parent corporation, affiliates, subsidiaries, divisions, predecessors, insurers, successors and assigns, and their current and former employees, attorneys, officers, directors and agents thereof, both individually and in their business capacities, and their employee benefit plans and programs and the trustees, administrators, fiduciaries and insurers of such plans and programs (collectively, the "Released Parties"), to the full extent permitted by law, of and from the PAGA Claims in the Action and from any and all claims, arising during the PAGA Period, for civil penalties under California Labor Code section 2698 et seq. ("PAGA") as well as any interest, fees, and costs available under PAGA, based on the factual allegations in the Action, including but not limited to PAGA Claims for alleged violations of , (1) Failure to Pay Wages Including Overtime, (2) Failure to Provide Meal Periods, (3) Failure to Provide Rest Periods, (4) Failure to Pay Timely Wages, (5) Failure to Provide Accurate Itemized Wage Statements; 6) Unfair Competition; and (7) Failure to Provide Suitable Seating codified as Labor Code section 201-203, 510, 512, 558, 226, 226.3, 226.7, 1174, 1174.5, 1175, 1194, 1197, 1197.1, 1198, and 2698 et seq., applicable IWC Wage Orders, California Code of Regulations, Title 8, section 11000 et seq., and Business and Professions Code Section 17200 et seq. Plaintiffs, on behalf of themselves and the LWDA are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA Penalties that were alleged, reasonably related to, or reasonably could have been alleged, based on the facts stated in the PAGA Notice. (Agreement at §8(a)).

Since the intent of the Agreement is to bring to an end all claims, controversies, and causes of action Plaintiffs have or claim to have against Defendants, Plaintiff Uy agrees to take all necessary steps to dismiss, with prejudice, Plaintiff Uy's individual claims and dismiss without prejudice the Class Action claims filed on January 26, 2022 against the Defendants (and their subsidiaries, related companies, parents, successors and assigns, officers, directors, attorneys, agents, employees and former employees) in the Court Action. (*Id.*)

Since the intent of the Agreement is to bring an end to all claims, controversies, and causes of action Plaintiffs have or claim to have against Defendants, Plaintiff Shohra Yousufpoor agrees to take all necessary steps to dismiss, with prejudice, Plaintiff Yousufpoor's individual wage related claims filed June 23, 2023 against Defendants (and their subsidiaries, related companies, parents, successors and assigns, officers, directors, attorneys, agents, employees and former employees) in the Court Action. Plaintiff Yousufpoor agrees not to participate, as to any released claims against any of the Releasees, in any class, collective, or representative action (including, but not limited, to, as a class representative and/or a named representative), against any of the Defendants or their subsidiaries, related companies, parents, successors and assigns, officers, directors, attorneys, agents, employees and former employees. (*Id.*)

The California Labor Workforce Development Agency ("LWDA") is being served with a copy of this motion with the Settlement Agreement through the online process as required by Labor Code § 2699(l). This service on the LWDA is verified in the separately filed proof of service. (Hawkins Decl., ¶ 39).

IV. THE PARTIES HAVE SETTLED THE PAGA CLAIMS

The claim before this court is the representative claim under PAGA on behalf of the State of California for civil penalties pursuant to the PAGA. The parties have agreed to settle this PAGA claim in its entirety after discovery and arm's length mediation. (Hawkins Decl., at ¶¶ 3-16) The settlement is intended to fully and finally resolve the PAGA claims asserted by Plaintiffs on behalf of the State of California. This is only a settlement of the PAGA claims for civil penalties, and is not a class settlement and does not release the individual claims, if any, of the Aggrieved Employees. Attorneys' fees equal to $63,750.00 and actual litigation costs in the amount of $40,849.26 will also be paid to Plaintiffs' Counsel, subject to Court approval as part of the settlement in accordance with California Labor Code § 2699(g)(1) as set forth in the Agreement. There is also payment of up to $5,550.00 to the Settlement Administrator to perform the administrative duties to distribute the settlement money. (Hawkins Decl., ¶¶ 3-16)

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

Labor Code § 2699(l) requires that the Court "shall review and approve any settlement of any civil [PAGA] action filed pursuant to this part. The proposed settlement shall be submitted to the agency at the same time that it is submitted to the court." Consequently, the parties respectfully ask the Court to review and approve the settlement of the PAGA claims and the Maximum and Net Settlement Amounts to be paid as part of the proposed settlement.

A. The PAGA Group Recovery to Be Paid Is Fair and Reasonable

The Parties believe that the PAGA Group Recovery is fair and reasonable and therefore “shall” be reviewed and approved. The Labor and Workforce Development Agency has released data on PAGA settlement amounts. The Gross Settlement Amount of $255,000.00 constitutes approximately $11.37 per pay period before deductions for fees, costs, and administration costs. The Gross Settlement Amount accounts for approximately 8.7% and 25% of the maximum potential recovery of between $1,004,957 to $1,537,708 given the reasonable applied risks factors. (Hawkins Decl. ¶27).

Since the filing of the complaint, the Parties have exchanged extensive formal and informal discovery and engaged in numerous discussions regarding the factual and legal issues surrounding this case. Throughout the litigation, Defendants produced voluminous pages of information and data, including policies, handbooks, time and payroll records for the Aggrieved Employees reflecting time punches at the start of employees’ shifts, and at the end of the shift, and meal period punches as well as the applicable pay rates. Defendants also provided Plaintiffs’ personnel file, records regarding documents identifying the non-exempt positions during the relevant time period. Defendants also provided substantial information concerning the total number of potential size of the PAGA group, the total number of workweeks and pay periods at issue, and the applicable hourly rates and other summary data related to the alleged Aggrieved

Employees. The Parties have conducted themselves in informed, good faith arms-length negotiations after conducting discovery and exchanging extensive evidence and information about the claims and defenses of this lawsuit and engaging in pre-mediation discussions, telephone conferences, and correspondence all aimed at settling their dispute (Hawkins Decl., ¶ 17).

In preparation for the three mediations, Plaintiffs reviewed the entire discovery produced. The evidence and information gathered and reviewed by Plaintiffs' counsel provided a factual framework for a comprehensible and reliable damage model pertaining to all Aggrieved Employees. The mediation included discussions and examinations of the Aggrieved Employees and the Parties' respective positions on the legal and factual issues raised in the Complaint. (Hawkins Decl., ¶18).

The Aggrieved Employees recovery compares favorably to the estimated amount of PAGA penalties. With the assistance of an expert, Plaintiffs calculated that the maximum amount of statutory PAGA civil penalties for one alleged violation per pay period was potentially $2,242,400 assuming a violation per pay period per employee based on 22,424 pay periods multiplied by a reasonable per pay period violation rate of $100. The range of potential penalties is approximately $2,009,916 to approximately $3,075,416. These alleged penalties were for the various violations of the Labor Code as alleged in the complaint. For instance, the § 226.7/ 512/ (meal periods) for one violation per pay period could be at a maximum of $1,098,800 based on a 49% late recorded meal. The missed and short lunches accounted for approximately 24% alleged violations. However, Defendants countered premiums and or waivers covered most of the missed and short meal periods based on its time keeping Ebers system and argued at best there was only a 9% violation rate of $201,816 ($2,018 potential affected PAGA pay periods X $100). Defendants also argued it had complaint policies in place for meal and rest periods, paid meal period premiums where required, and provided training on its policies. The penalties for violation of Labor Code §§ 201/202/203 for approximately 379 former employees would be $37,900 using $100 for each pay period in which an employee was separated and was alleged to have suffered a labor code violation during his or her tenure with Defendants. Given the risks involved, a reasonable risk value reduction would put the realistic possibility of recovery of penalties at an approximately range of $1,004,957 to $1,537,708 taking into account for a reasonable 50% chance of recovery at a $100 per pay period penalty. The risks include manageability issues, not prevailing on the merits, prevailing on certain claims for certain periods, reduced penalty amounts awarded by the trial Court, no liability found at all, and reversal on appeal. (Hawkins Decl. ¶¶ 12-22).

In *Carrington v. Starbucks Corp.*, 30 Cal. App. 5th 504 (2018), the Court of Appeal affirmed a judgment after trial which only provided for a PAGA penalty of $5 per pay period. Therefore, at trial, any PAGA penalties awarded could be significantly less than Plaintiffs' calculation even where Plaintiffs prevailed on the PAGA claim. If the amount of $5 per pay period from *Carrington v. Starbucks* is used, the potential recovery of civil penalties would be only $65,000, which is less than this settlement provides.

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

In order to recover any PAGA penalties, Plaintiffs would be required at trial to prove each of the underlying Labor Code violations. See *Cardenas v. McLane Foodservice, Inc.*, 2011 U.S. Dist. LEXIS 13126, *10 (C.D. Cal. 2011) ("Given the statutory language [of PAGA], a plaintiff cannot recover on behalf of individuals whom the plaintiff has not proven suffered a violation of the Labor Code by the Defendants."). Here, Plaintiffs would need to prove that each PAGA Group Member suffered all violations for each pay period the employee worked.

The claims in this PAGA action are based upon the wage and hour practices of Defendants. The settlement provides a recovery of approximately $11.37 per pay period before deductions. This provides the aggrieved employees money now rather than in the future to some undetermined date and undetermined amounts. (Hawkins Decl. ¶ 27).

Given Defendants potential defenses to the violations at issue, the risks and costs of continued litigation, Plaintiffs and their attorneys believe that the PAGA Settlement is fair and reasonable. (Hawkins Decl., ¶¶ 19-39) Plaintiffs' Counsel has significant experience litigating wage and hour claims including claims for PAGA penalties, and the PAGA Group Recovery here is similar to or greater than similar settlements that courts have approved. (Hawkins Decl., ¶ 35) The PAGA employees recovery, along with the other terms of the proposed settlement, were negotiated by experienced counsel at arm's length with the assistance of a private mediator, Gig Kyriacou, Esq. (Hawkins Decl., at ¶ 9)

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

B. The Remaining Settlement Terms Are Fair and Reasonable

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

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

PAGA does not have any requirements for reviewing attorneys' fees, and Plaintiffs' position is that the payment of attorneys' fees and costs in this settlement is a matter of contract for a contingent representation. Nevertheless, should this Court review the requested attorneys' fees, it is clear that the requested fees and costs are reasonable.

First, the requested fees are justified by the result achieved. Plaintiffs' Counsel negotiated a recovery of $255,000.00 and this result justifies the requested fees equal to one fourth of this recovery. This amount is within the standard contingent recovery. Second, the fee award is justified by the work performed. As detailed in the accompanying Declaration of Plaintiffs' Counsel, the fee award is reasonable as Plaintiffs' Counsel represents its current lodestar far exceeds the requested amount of $63,750.00. (Hawkins Decl. ¶¶ 29-37).

Generally, the Ninth Circuit and California Courts award multipliers between 2 to 4 times the lodestar to reward counsel for accepting the contingent risks of the litigation or obtaining good results. *See, e.g.*, *Laffitte*, 1 Cal. 5th at 506 (approving one-third fee award with multiplier between 2.03 and 2.13); *Pellegrino v. Robert Half Intern., Inc.*, 182 Cal.App.4th 278 (2010) (noting reasonable multipliers of 2.0 to 4.0 are often applied and affirming 1.75 multiplier); *Wershba v. Apple Computer, Inc.*, 91 Cal.App.4th 224, 254 (2001) (noting that multipliers can range from 2 to 4 or higher); *Vandervort v. Balboa Capital Corp.*, 8 F.Supp. 3d 1200, 1210 (C.D. Cal. 2014) (awarding one-third of fund, which was a 2.52 multiplier of lodestar); *Boyd v. Bank of America*, 2014 WL 6473804, at *11 (C.D. Cal. 2014) (awarding one-third of fund, which was a 2.58 multiplier of lodestar); *Hopkins v. Stryker Sales Corp.*, No. 11-CV-02786-LHK, 2013 WL 496358, at *6 (N.D. Cal. Feb. 6, 2013) (approving fee award that represented a multiplier of 2.76 as falling within the "majority" range for risk multipliers). Here, no multiplier is requested as Plaintiffs' Counsel's lodestar exceeds the amount of requested fees. Plaintiffs' counsel's lodestar amount is $137,711.00. (Hawkins at ¶ 37).

Finally, the award of litigation expenses is based upon the actual expenses incurred by the Plaintiffs' Counsel. (Hawkins at ¶¶ 36-38). Plaintiffs' Counsel will be recovering litigation expenses in the total amount of $40,849.26. These expenses are documented in the billing statement attached to the Declaration of Hawkins as <u>Exhibit 2</u>.

VII. CONCLUSION

Based on the foregoing, Plaintiffs respectfully request this Court approve the PAGA settlement and the Aggrieved Employee recovery as set forth in the Agreement and enter the proposed order submitted herewith.

Dated: October 24, 2025

JAMES HAWKINS APLC

By: ______________________

JAMES R. HAWKINS
GREGORY MAURO
MICHAEL CALVO
LAUREN FALK
AVA ISSARY

Attorneys for Plaintiffs BENITO III UY and SHOHRA YOUSUFPOOR, individually and on behalf of the general public as Private Attorney General