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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF RIVERSIDE

VERONICA REDONDO, on behalf of all
PAGA Members and the State of California;
ANNEKA WOLFE, on behalf of all PAGA
Members and the State of California;
DANIEL ENRIQUEZ, on behalf of all PAGA
Members and the State of California; LISA
DAMMAN, on behalf of all PAGA Members
and the State of California; and SHERWIN
MOKTARI, on behalf of all PAGA Members
and the State of California.

Plaintiffs,

vs.

VERGE MOBILE CA EE, LP, a California
limited partnership; VERGE MOBILE CA
GP, LLC, a California limited liability
company; and DOES 1 through 20, inclusive;

Defendants.

Case No.: CVRI2200827
[Assigned to Hon. Harold Hopp, Dept 1, for
all purposes]

**NOTICE OF MOTION AND MOTION
TO APPROVE SETTLEMENT
PURSUANT TO THE PRIVATE
ATTORNEYS GENERAL ACT OF 2004**

*Filed Concurrently with [Proposed] Order
and Supporting Declarations*

Consolidated/Related Actions:

1. *Wolfe v. Verge Mobile CA EE, LP*;
Los Angeles Superior Court; Case No.
23STCV29891;
2. *Wolfe v. Verge Mobile CA EE, LP*;
Los Angeles Superior Court; Case No.
24STCV03671

Hearing

Date: March 9, 2026

Time: 8:30 a.m.

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1 TO THE HONORABLE COURT AND TO ALL PARTIES AND COUNSEL OF RECORD:

2 PLEASE TAKE NOTICE that on March 9, 2026, at 8:30 a.m. or as soon thereafter as the
3 matter may be heard by the Honorable Harold Hopp in Department 1 of the Riverside County
4 Superior Court, located at 4050 Main Street, Riverside, CA 92501, Plaintiffs Veronica Redondo,
5 Anneka Wolfe, Daniel Enriquez, Lisa Damman, and Sherwin Moktari (collectively, "Plaintiffs")
6 will and hereby do move this Court for an order approving a settlement pursuant to the Private
7 Attorneys General Act of 2004, Labor Code § 2698 *et seq.* (the "PAGA").

8 This unopposed motion is based upon this the Memorandum of Points and Authorities;
9 the Declarations of Plaintiffs and Plaintiffs' counsel (Brian Mankin, Misty Lauby, Jacob
10 Whitehead and Stephen Sloane) in support thereof; the Declaration of Mike Moore of Phoenix
11 Settlement Administrators (the "Settlement Administrator"), the PAGA Settlement Agreement
12 (the "Settlement Agreement"); the proposed Order granting Approval of the PAGA Settlement;
13 all other records, pleadings, and papers filed in this action; and upon such other evidence or
14 argument as may be presented to the Court at the hearing of this motion.

15 Dated: December 12, 2025

LAUBY, MANKIN & LAUBY LLP

17 BY:



18 Brian J. Mankin, Esq.
19 Attorneys for Plaintiffs, and on behalf of the
20 State of California as the Real Party In
21 Interest
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TABLE OF CONTENTS

I.	INTRODUCTION	1
II.	BACKGROUND	3
A.	Procedural History	3
B.	Summary of Claims and Defenses	5
III.	THE PAGA AND ITS REQUIREMENTS	7
IV.	THE SETTLEMENT AND DISTRIBUTION OF PAGA PENALTIES	9
A.	Terms of the Settlement and Distribution of PAGA Penalties	9
B.	Payment and the Notice	10
C.	Settlement Allocation to the PAGA Members.....	10
D.	The Release	10
V.	THE SETTLEMENT IS FAIR, REASONABLE, AND WARRANTS COURT APPROVAL	11
A.	Evaluation of the PAGA Settlement	12
B.	Plaintiffs’ Separate Individual Settlements are Proper	12
VI.	THE REQUESTED ATTORNEYS’ FEES AND LITIGATION COSTS ARE FAIR AND REASONABLE	14
A.	Plaintiffs’ Counsel are Entitled to Recover Attorney’s Fees Under The Common Fund Doctrine In This Qui Tam Action.....	14
B.	The Percentage Fee of the Settlement Amount Is Fair and Reasonable	17
C.	A Lodestar Cross-Check Confirms the Reasonableness of the Fee Request.....	18
D.	The Requested Litigation Costs are Fair and Reasonable	20
VII.	THE SERVICE AWARDS REQUESTED ARE FAIR AND REASONABLE	21
VIII.	SUBMISSION TO THE LWDA	22
IX.	THE SETTLEMENT ADMINISTRATOR.....	22
X.	CONCLUSION.....	22

TABLE OF AUTHORITIES

CASES

<i>Arias v. Superior Court</i> (2009) 46 Cal.4th 969	3, 7, 8, 9
<i>Bank of America v. Cory</i> (1985) 164 Cal.App.3d 66	14
<i>Bell v. Farmers Insurance Exchange</i> (2004) 115 Cal.App.4th 715	15
<i>Boeing Co. v. Van Gemert</i> (1980) 444 U.S. 472.....	14, 15
<i>Bond v. Ferguson Enterprises, Inc.</i> (E.D. Cal. 2011) 2011 WL 2648879.....	21
<i>Chavez v. Netflix, Inc.</i> (2008) 162 Cal.App.4th 43	15
<i>City of Oakland v. Oakland Raiders</i> (1988) 203 Cal.App.3d 78	18
<i>Coalition for Los Angeles County Planning v. Board of Supervisors</i> (1977) 76 Cal.App.3d 241	18
<i>Consumer Cause, Inc. v. Mrs. Gooch's Natural Food Markets, Inc.</i> (2005) 127 Cal.App.4th 387	16
<i>Dunk v. Ford Motor Co.</i> (1996) 48 Cal.App.4th 1794	15
<i>Glass v. UBS Fin. Servs.</i> (N.D. Cal. 2007) 2007 U.S. Dist. LEXIS 8476	21
<i>Harris v. Marhoefer</i> (9th Cir. 1994) 24 F.3d 16	20
<i>Iskanian v. CLS Transp. Los Angeles, LLC</i> (2014) 59 Cal.4th 348	1, 3, 12, 14
<i>Jutkowitz v. Bourns, Inc.</i> (1981) 118 Cal.App.3d 102	15
<i>Laffitte v. Robert Half Int'l Inc.</i> (2016) 1 Cal.5th 480	15, 16
<i>Lealao v. Beneficial California, Inc.</i> (2000) 82 Cal.App.4th 19	15, 17
<i>Mills v. Electric Auto-Lite Co.</i> (1970) 396 U.S. 375.....	15
<i>People ex rel. Stratham v. Acacia Research Corp.</i> (2012) 210 Cal.App.4th 487	13

1	<i>PLCM Group, Inc. v. Drexler</i>	
2	(2000) 22 Cal.4th 1084	17
3	<i>Press v. Lucky Stores, Inc.</i>	
4	(1983) 34 Cal.3d 311	17
5	<i>Rider v. County of San Diego</i>	
6	(1992) 11 Cal.App.4th 1410	20
7	<i>Ross v. US Bank National Association</i>	
8	(N.D. Cal. 2010) 2010 WL 3833922	21
9	<i>Sanders v. City of Los Angeles</i>	
10	(1970) 3 Cal.3d 252	15
11	<i>Serrano III v. Priest</i>	
12	(1977) 20 Cal.3d 25	15, 20
13	<i>Six (6) Mexican Workers v. Arizona Citrus Growers</i>	
14	(9th Cir. 1990) 904 F.2d 1301	14
15	<i>Staton v. Boeing Co.</i>	
16	(9th Cir. 2003) 327 F.3d 938	15
17	<i>Steinder v. Am. Broadcasting Co., Inc.</i>	
18	(9th Cir. 2007) 248 Fed.Appx. 780.....	18
19	<i>Sternwest Corp v. Ash</i>	
20	(1986) 183 Cal.App.3d 74	18
21	<i>Torchia v. WW Grainger, Inc.</i>	
22	(E.D. Cal. 2014) 304 F.R.D. 256	18
23	<i>Vasquez v. Coast Valley Roofing, Inc.</i>	
24	(E.D. Cal. 2010) 266 F.R.D. 4150	21
25	<i>Viking River Cruises v. Moriana</i>	
26	(2022) 142 S.Ct. 1906.....	1
27	<i>Vizcaino v. Microsoft Corp.</i>	
28	(9th Cir. 2002) 290 F.3d 1043	16, 18
	<i>Wershba v. Apple Computer, Inc.</i>	
	(2001) 91 Cal.App.4th 224	16, 18
	<i>West v. Circle K Stores, Inc.</i>	
	(E.D. Cal. 2006) 2006 U.S. Dist. LEXIS 76558.....	21
	<i>ZB, N.A. v. Superior Court</i>	
	(2019) 8 Cal.5th 175	12, 13

1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. INTRODUCTION**

3 After almost 4 years of hard-fought litigation, discovery disputes and multiple
4 arbitrations, Plaintiffs Veronica Redondo, Anneka Wolfe, Daniel Enriquez, Lisa Damman, and
5 Sherwin Moktari (collectively, “Plaintiffs”) – individually and serving as representatives for the
6 State of California – are pleased to report that a global settlement was reached at mediation
7 (which occurred before some of the individual arbitrations were scheduled to begin). Plaintiffs
8 now seek approval of a \$950,000 global settlement for individual unpaid wage claims brought
9 under the Labor Code and civil penalty claims under the Private Attorneys General Act of 2004
10 (the “PAGA”)¹ against Defendants Verge Mobile CA EE, LP and Verge Mobile CA GP, LLC,
11 (“Defendants” or collectively, “Verge”). The \$950,000 Gross Settlement Amount allocates
12 \$850,000 toward a PAGA Settlement on behalf of the State of California and PAGA Members,
13 plus \$100,000 towards the settlement of Plaintiffs 5 separate individual arbitration and claims.
14 After payment of one-third attorneys fees, each Plaintiff will receive a payment of \$13,333.33
15 for their separate unpaid wage claims and statutory penalty claims.

16 As brief background, Verge is an authorized T-Mobile retailer with dozens of locations in
17 California and over 200 locations nationwide. It employed the “PAGA Members”² to carry out
18 tasks at its retail sales locations. Plaintiffs alleged that, in these roles, they and the PAGA
19 Members were subjected to various violations of the California Labor Code.

20 Defendants vehemently disputed the claims, denied any such violations, and began a
21 robust defense of the case. A contested litigation ensued in several different actions and venues
22 across Southern California, whereby some actions proceeded toward a hearing in arbitration,
23 while a class action was separately pending, and more actions were anticipated. Ultimately, all
24

25 ¹ A PAGA action is a form of qui tam action filed on behalf of the State to assist it with labor law
26 enforcement. *Iskanian v. CLS Transp. Los Angeles, LLC* (2014) 59 Cal.4th 348, 380-382. As
27 such, the state is the real party in interest in a PAGA action. *Id.* at 382. The State of California
was timely served with a copy of [document name] and this Motion to Approve the Settlement.

28 ² Defined at S.A. ¶ 1.20 as “all current and former non-exempt (hourly-paid) employees
employed by Defendants in California during the PAGA Period (September 14, 2021, through
May 6, 2025).”

Plaintiffs' counsel joined forced and entered into a Joint Prosecution Agreement. The Parties then agreed to a global mediation in February 2025, paired with informal discovery and a robust exchange of data and documents. At the conclusion of mediation, a global settlement was reached, pursuant to a payment plan, that called for the settlement of Plaintiffs' individual actions, as well as the PAGA action. To accomplish a global resolution, the Settlement called for the Parties to file a consolidated complaint in the lead case of Redondo (this action) that would join all other pending claims and actions brought by the other four Plaintiffs into this action.

Now, with a comprehensive Settlement Agreement³, Plaintiffs seek (and Defendants do not oppose), this Court's approval of a \$950,000 Gross Settlement Amount, which as noted includes an \$850,000 PAGA settlement on behalf of the LWDA and approximately 1,600 PAGA Members, who collectively worked approximately 30,000 PAGA Pay Periods during the PAGA Period. After payment of Plaintiffs' attorneys' fees of \$316,666.67 (1/3 of the Gross Settlement Amount) and actual costs (\$35,169.09), Service Awards of \$5,000 to each Plaintiff, Administration Costs of \$10,854, and \$13,333.33 to each Plaintiff for their separate statutory unpaid wage claims, approximately \$495,643.61 will remain as the Net Settlement Amount. Of this amount, 75% will be paid to the LWDA (\$371,732.71) and the remaining 25% (\$123,910.90) will be paid to the PAGA Members, as set forth in the following chart:

<i>Gross Settlement Amount</i>	\$ 950,000.00
Attorneys' Fees (1/3)	\$ 316,666.67
Attorney Litigation Costs	\$ 35,169.09
Administrator Costs	\$ 10,854.00
Separate Statutory Settlements (\$13,333.33 each)	\$ 66,666.65
Service Awards to Plaintiffs (\$5,000 each)	\$ 25,000.00
<i>Net Settlement Amount ("NSA")</i>	\$ 495,643.61
75% of NSA Payable to LWDA	\$ 371,732.71
25% of NSA Payable to PAGA Members	\$ 123,910.90

³ The PAGA Settlement Agreement (the "Settlement Agreement" or "S.A.") is attached as Exhibit A to the Declaration of Brian J. Mankin ("Mankin Decl.").

Each PAGA Member will receive approximately \$77.44 on average, although the actual amount will be based on the number of PAGA Pay Periods each person worked, plus there is an Escalator Clause if the total PAGA Pay Period exceed 32,326 (*see* S.A. ¶ 8). Indeed, this Settlement fulfills the purpose of PAGA, which is to deter violations of the Labor Code and secure obedience of California’s labor laws; to end ongoing violations of the Labor Code either through injunctive relief or a defendants’ voluntary changes in light of a PAGA action; and to provide relief that is genuine, meaningful, and consistent with California’s goal of benefitting the public through enforcement of labor laws.

The process for approving a PAGA settlement is straight-forward: “The superior court shall review and approve any settlement of any civil action filed pursuant to this part.” (Labor Code § 2699(1)(2).) Based on the California Supreme Court’s holdings in *Arias v. Superior Court* (2009) 46 Cal.4th 969 and *Iskanian v. CLS Transportation Los Angeles, LLC* (2014) 59 Cal.4th 348, there is no requirement under PAGA for Plaintiffs to establish the requirements of class certification (*i.e.*, numerosity, typicality, commonality, and adequacy) nor is there the usual two-step preliminary and final approval process as found in class actions. Rather, this PAGA-only settlement merely requires a one-step review and approval process.

For these reasons and those discussed below, the Parties seek Court approval of the Settlement.

II. BACKGROUND

A. Procedural History

After retaining counsel, Plaintiff Redondo submitted a Notice Letter to the California Labor & Workforce Development Agency (“LWDA”) and to Defendants regarding the alleged violations. (Mankin Decl. ¶ 12). This notice is required under Labor Code § 2699.3(a)(1)(A) to bring a PAGA claim against an employer.

Plaintiff Redondo filed a class action and representative PAGA complaint in Riverside Superior Court on February 28, 2022, alleging class and PAGA claims for: (1) failure to pay minimum wages, (2) failure to pay overtime wages, (3) failure to provide meal periods, (4) failure to provide rest breaks, (5) failure to reimburse business expenses, (6) failure to timely pay

1 wages, (7) failure to provide accurate itemized wage statements, (8) unfair competition, and (9)
2 related claims under PAGA (“Redondo Action”). On approximately September 22, 2022,
3 following Defendants’ Motion to Compel Arbitration, the court dismissed Plaintiff Redondo’s
4 class claims and stayed the PAGA claims pending completion of arbitration. Redondo then filed
5 a demand for arbitration and the arbitration proceeded through discovery and approached a
6 hearing when the settlement was reached. (Mankin Decl. ¶ 13; S.A. ¶ 2.1.a).

7 Meanwhile, on December 7, 2023, Plaintiff Wolfe filed a class action in Los Angeles
8 Superior Court. Then on February 13, 2024, Plaintiff Wolfe filed a representative PAGA
9 complaint in Los Angeles Superior Court seeking civil penalties. On April 22, 2024, the Court
10 dismissed Wolfe’s class claims without prejudice, submitted her individual claims to arbitration
11 and stayed the case pending completion of arbitration of her individual claims. Wolfe then filed a
12 demand for arbitration.

13 Thereafter, Plaintiffs Enriquez, Damman, and Muktari also initiated claims against
14 Defendants.

15 While litigation was ongoing, Plaintiffs’ counsel joined forces and the Parties agreed to
16 attend a global mediation in February 2025. In preparation for mediation, the Parties exchanged
17 documents and information that allowed both sides to calculate the potential PAGA penalties and
18 evaluate potential risk. During this process, Plaintiffs and their counsel analyzed, researched,
19 and investigated the potential issues, such as the calculation of total penalties, trial, and appellate
20 issues and risks. During this exchange of information, pursuant to Plaintiffs’ counsel’s informal
21 requests, Defendants produced documents and pay records that enabled Plaintiffs to conduct a
22 thorough analysis of claims for unpaid wages, meal/rest break violations and others. (Mankin
23 Decl. ¶ 15).

24 On February 26, 2025, the Parties participated in an all-day mediation presided over by
25 Kevin Barnes, Esq. At the conclusion of mediation and extensive arms-length negotiations, the
26 Parties reached settlement and entered into this Settlement that called for the filing of the
27 Consolidated Complaint, which was filed on about November 6, 2025. The Parties now seek
28 approval in compliance with the “PAGA Case Management Order #1” (the “CMO”). (Mankin

Decl. ¶ 16).

B. Summary of Claims and Defenses

Pursuant to CMO ¶ E(3), the Declaration of Brian Mankin (“Mankin Decl.”) contains a full description of all claims, the maximum and risk-adjusted penalties for which Defendants are potentially liable, and other required items. For the sake of brevity, those items are not repeated here but Plaintiffs still address the big-picture claims and defenses as follows.

Plaintiffs alleged 10 causes of action on behalf of the PAGA Members. However, as discussed herein, some of the claims are overlapping due to the nature of the violation (so, in essence, there are not 10 distinct penalties recoverable). (Mankin Decl. ¶ 19).

First, Plaintiffs and the Aggrieved Employees allege they were denied wages based on two distinct theories. The primary theory was for off-the-clock claims. For example, Plaintiffs and Aggrieved Employees alleged they regularly worked off-the-clock work that Defendants either knew or should have known they were performing due to understaffing and high sales pressure resulting in Plaintiffs’ and Aggrieved Employees having meal periods interrupted by work calls while off-the-clock. Plaintiffs and Aggrieved Employees also alleged they spent time off-the-clock opening and closing the stores. Additionally, Plaintiffs alleged employees were required to travel to and attend meetings while off-the-clock and were required to travel to other stores to obtain products for customers while off-the-clock. Moreover, Plaintiffs and Aggrieved Employees alleged they were required to field questions from supervisors and/or other employees on when not at work and hourly managers were required to come in on days off to approve time for employees. Also, Plaintiffs alleged supervisors would adjust time to match scheduled hours rather than the hours actually worked resulting in unpaid time. Plaintiffs alleged that Defendants’ payroll records showed additional direct violations, whereby the Plaintiffs and Aggrieved Employees were paid on an hourly basis plus other nondiscretionary compensation (such as bonuses and commissions), yet Defendants failed to properly include this compensation in the regular rate calculations for meal premiums, paid sick leave (*see* Labor Code § 246(l)(1) (sick time must be paid at the “regular rate of pay”), and overtime compensation – in violation of California law and decades of case law confirming the illegality of this practice. But Defendants

1 vehemently opposed each of the unpaid wage claims on the merits, arguing (for example) that
2 Plaintiffs' off-the-clock claim had no merit because their handbook strictly prohibited off-the-
3 clock work or that the required tasks took mere seconds and that was not compensable, and that
4 overtime rates and sick pay was properly calculated but labeled incorrectly on the wage
5 statements. (Mankin Decl. ¶ 20).

6 *Second*, Plaintiffs and Aggrieved Employees alleged they were also denied the ability to
7 take compliant off-duty rest breaks because the Defendants failed to provide Plaintiffs with 10
8 minutes of net rest break time for every 4 hours worked, or major fraction thereof, as mandated
9 by California law. Plaintiffs alleged the Defendants scheduled Plaintiffs' workload in such a
10 way that they were often not authorized and/or permitted to take mandated rest breaks due to
11 being overwhelmed by a hectic workload, mandatory sales requirements and as a result of
12 understaffing. Furthermore, on occasions when Plaintiffs and Aggrieved Employees worked in
13 excess of 10 hours in a shift, Plaintiffs alleged Defendants failed to authorize and/or permit a
14 third mandated rest break. However, Defendants argued that it provided and made all mandated
15 meal and rest breaks available to the Class, and any employee who did not take a break did so
16 entirely of their own volition. Thus, Defendants argued that these claims were without merit
17 because, for each violation, a fact-finder would have to determine why a break was
18 noncompliant, because if it was by the employee's choice, no liability attaches to Defendants.
(Mankin Decl. ¶ 21).

19 *Third*, Plaintiffs alleged that Verge also required them to utilize their personal cell phones
20 and vehicles to carry out their tasks for Defendants, without reimbursement. *Grissom v. Vons*
21 *Companies, Inc.* (1991) 1 Cal.App.4th 52, 60 ("the obvious purpose of [§ 2802] is to protect
22 employees from suffering expenses in direct consequence of doing their jobs"). Moreover,
23 Plaintiffs alleged Defendants failed to reimburse Plaintiffs and Aggrieved Employees for
24 required uniforms and uniform maintenance and use of personal vehicles. Defendants countered
25 that they began reimbursing for use of cell phones on January 1, 2024 and that use of personal
26 vehicles was extremely rare. (Mankin Decl. ¶ 22).

27 *Fourth*, Plaintiffs' claim for inaccurate and incomplete wage statements arises out of
28 Verge's alleged failure to accurately state all necessary items required under Labor Code § 226,
including direct violations, such as failing to show the rates and hours for the pay codes

1 including “Ret Reg,” “TMB,” and “Commission,” and derivative violations of failure to
2 accurately reflect all hours, minimum, regular and overtime wages, meal period premiums, rest
3 period premiums, sick pay, overtime rate of pay, gross and net wages earned, and all deductions.
4 (Mankin Decl. ¶ 23).

5 *Fifth*, Plaintiffs claim that Defendants violated Labor Codes §§ 551-552 by causing the
6 employees to work more than six days in seven. (Mankin Decl. ¶ 24).

7 *Finally*, Plaintiffs alleged Defendants also failed to comply with the mandates of Labor
8 Code § 204 regarding the timing of the payment of wages each period and failed to comply with
9 the mandates of Labor Code §§ 201 – 203 regarding payment of final wages upon separation of
10 employment. But Defendants argued these “derivative” claims were without merit and could not
11 create standalone liability (and also that it was improper to “stack” a derivative penalty on top of
12 a penalty for the actual violation itself). (Mankin Decl. ¶ 25).

13 As addressed in the Mankin Decl., each of Plaintiffs’ claims were disputed and
14 Defendants raised strong defenses to each. Thus, because further litigation of the Action would
15 be protracted and expensive, the Parties agreed it is desirable that the Action be fully and finally
16 settled to limit further risk, expense and protracted litigation.

17 **III. THE PAGA AND ITS REQUIREMENTS**

18 PAGA provides an enforcement method for California’s Labor Code by enlisting
19 individual plaintiffs as private attorneys general to recover civil penalties for the state, with a
20 share also going to the individual plaintiffs and other employees. Prior to the enactment of
21 PAGA in 2003, the recovery of civil penalties for violations of certain Labor Code provisions
22 were solely within the province of the California Department of Labor. *Arias*, 46 Cal.4th at 980.

23 However, due to the lack of financing for California’s agencies, and the substantial
24 number of Labor Code violations by California employers, the California Legislature found that
25 it was in the public interest to allow aggrieved employees to act as “private attorneys general” to
26 enforce and recover civil penalties on behalf of the State of California for Labor Code violations
27 committed by employers. *Id.* As the Legislature that adopted PAGA observed, “the only
28 meaningful deterrent to unlawful conduct is the vigorous assessment and collection of civil
penalties as provided in the Labor Code.” Stats. 2003 ch. 906, § 1(b). Moreover, the Labor

1 Code's primary purpose is to "ensure employees are not required or permitted to work under
2 substandard unlawful conditions ... and to protect employers who comply with the law from
3 those who attempt to gain a competitive advantage at the expense of their workers by failing to
4 comply with minimum labor standards." Labor Code § 90.5(a). Therefore, the Legislature
5 determined that "adequate financing of labor law enforcement was necessary to achieve
6 maximum compliance with state labor laws, that staffing levels for labor law enforcement
7 agencies had declined and were unlikely to keep pace with the future growth of the labor market,
8 and that it was therefore in the public interest to allow aggrieved employees, acting as private
9 attorneys general, to recover civil penalties for Labor Code violations, with the understanding
10 that labor law enforcement agencies were to retain primacy over private enforcement efforts."

11 Penalties recovered under PAGA "shall be distributed as follows: 75 percent to the Labor
12 and Workforce Development Agency for enforcement of labor laws and education of employers
13 and employees about their rights and responsibilities under this code ...; and 25 percent to the
14 aggrieved employees." Lab. Code § 2699(i).

15 Before filing a PAGA action, an aggrieved employee must first provide written notice to
16 the LWDA and the employer of the particular Labor Code violations the aggrieved employee
17 alleges the employer has violated. Labor Code § 2699.3(a)(l). This notice provides the LWDA
18 with the opportunity to investigate and prosecute the claim. The employee may only sue on the
19 state's behalf if the LWDA fails to respond to the notice within 65 days, responds that it does not
20 intend to investigate, or investigates and does not issue a citation within 185 days. Labor Code
21 §§ 2699.3(a)(2), 2699(h). In this case, Plaintiffs provided the LWDA with notice letters advising
22 it of the alleged Labor Code violations, but the LWDA deferred the prosecution of these
23 violations to Plaintiffs and their attorneys. Accordingly, the Settlement, and the common fund
24 created by it for the benefit of the State and PAGA Members, is solely the result of the work
25 performed by Plaintiffs and their attorneys on this case.

26 Any settlement of a PAGA action brought by an aggrieved employee must be approved
27 by the court. Lab. Code § 2699(1)(2). In 2009, the California Supreme Court considered the
28 PAGA approval process and, more specifically, whether an aggrieved employee needs to meet

1 class certification requirements. *Arias*, 46 Cal.4th at 976. After review of the legislative history
2 of PAGA, the Court held that an aggrieved employee's representative PAGA action *does not*
3 need to meet the requirements for class certification nor does there need to be notice to the other
4 employees. *Id.* at 975, 980-88. As the Court held, a plaintiff bringing suit under PAGA does so
5 as the proxy or agent of California's labor law enforcement agencies. *Id.* at 986. Thus, the Court
6 simply reviews the settlement and approves it if it is deemed to be fair and reasonable.

7 Accordingly, the Parties to this PAGA action have reached such an agreement and now
8 seek this Court's approval of the settlement.

9 **IV. THE SETTLEMENT AND DISTRIBUTION OF PAGA PENALTIES**

10 The following is a summary of the principal terms of the Settlement Agreement.

11 **A. Terms of the Settlement and Distribution of PAGA Penalties**

12 The settlement provides that Defendants will pay a non-reversionary settlement amount
13 of \$950,000 (the "Gross Settlement Amount"), subject to increase if the "Escalator Clause" is
14 triggered (*see* S.A. ¶¶ 1.12, 8). Under the Settlement, the Gross Settlement Amount will be
15 allocated as follows: \$850,000 to the PAGA Settlement and \$100,000 to the 5 separate
16 Individual Settlement Agreements on behalf of the 5 named Plaintiffs. The PAGA Settlement
17 will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, Plaintiffs' Counsel
18 Fees Payment, Plaintiffs' Counsel Litigation Expenses Payment, and the Administration
19 Expenses Payment. (S.A. ¶¶ 1.12). After payment of the attorneys' fees/costs, Individual
20 Settlement Payments, Administration Costs, and Service Awards, the remainder of
21 approximately \$495,643.61 will form the Net Settlement Amount and, pursuant to Labor Code §
22 2699(i), 75 percent shall be paid to the LWDA (which shall be used to assist in the enforcement
23 of labor laws and education of employers and employees about their rights and responsibilities
24 under the Labor Code), and the remaining 25 percent being paid to the PAGA Members on a pro
25 rata basis. (*Id.*)

26 The LWDA will receive approximately \$371,732.71 (75% of the Net Settlement
27 Amount) and approximately 1,600 PAGA Members will collectively share in \$123,910.90 (25%
28 of the Net Settlement Amount), which will be paid on a pro-rata basis based on the number of

1 PAGA Pay Periods worked during the PAGA Period. (S.A. ¶ 3.2.e).

2 **B. Payment and the Notice**

3 Defendants will fund the Gross Settlement Amount over the course of 4 payments,
4 beginning 30 days after the Final Order is entered and concluding with a final payment
5 approximately 18 months later. (S.A. ¶ 4.3). In an effort to keep the Administration Costs low,
6 the Parties agreed that the Plaintiffs and approximately 1,600 PAGA Members would be paid
7 first, and from only one disbursement, which saves approximately \$10,000, as compared to
8 issuing multiple disbursements to 1,600 individuals. (S.A. ¶ 4.4). Within 10 days after each
9 payment is received, the Administrator will then distribute the Court-approved payments in
10 accordance with the funding plan. (S.A. ¶ 4.4).

11 PAGA Members will have 180 days to cash their checks; if for any reason a check is un-
12 cashed, then the check will be voided and the funds issued to the California Controller's
13 Unclaimed Property Fund in the name of the PAGA Member. (S.A. ¶ 4.5).

14 A Notice informing the PAGA Members of the nature of the payment will be provided
15 with the settlement check. (*See Exhibit A* to S.A.)

16 **C. Settlement Allocation to the PAGA Members**

17 As noted, 25% of the Net Settlement Amount (\$123,910.90) will be allocated and paid to
18 the PAGA Members on a pro-rata basis according to the number of PAGA Pay Periods. Based
19 on data and information obtained from Defendants, Plaintiffs estimate that the 1,600 PAGA
20 Members will receive an average payment of \$77.44. (Mankin Decl. ¶ 9).

21 **D. The Release**

22 The California Supreme Court has explained that a judgment in "a representative action
23 brought by an aggrieved employee under the Labor Code Private Attorneys General Act of 2004
24 ... is binding not only on the named employee plaintiff but also on government agencies and any
25 aggrieved employee not a party to the proceeding." *Arias*, 46 Cal. 4th at 985-986.

26 The release here complies with CMO ¶ E(8) in that it "bind[s] only the named plaintiff
27 and the State of California" and "release[s] only those claims described in the notice sent by the
28 plaintiff to the LWDA, and only to the extent that they are alleged in the complaint." This

1 compliance is evidenced by the following provisions in the Settlement Agreement:

2 **S.A. ¶ 1.31: “Released PAGA Claims”** means the PAGA claims that
3 Plaintiffs alleged against the Released Parties in the related Actions identified
4 in Paragraph 1.1, including those based on the facts stated in the PAGA
5 Notices, including all PAGA claims seeking civil penalties premised upon:
6 (1) failure to pay all wages owed including minimum wages, regular, and
7 overtime wages, (2) failure to provide compliant meal periods, (3) failure to
8 provide compliant rest breaks, (4) failure to reimburse business expenses, (5)
9 failure to timely pay earned wages during employment, (6) failure to provide
10 accurate itemized wage statements, (7) failure to timely pay wages each
11 period and upon separation of employment, (8) failure to provide a day of
12 rest, (9) failure to maintain and provide employment records, and (10) all
13 other claims for civil penalties recoverable under the Private Attorneys
14 General Act, Labor Code former §§ 2698 et seq. based on the facts or legal
15 theories alleged in the Amended PAGA Notice and Consolidated Complaint.
16 The time period governing the Released PAGA Claims shall be the PAGA
17 Period. The Released PAGA Claims do not release any PAGA Member’s
18 individual claims for wages or statutory penalties, other than the Plaintiffs’
19 individual claims which will be released by their Individual Settlement
20 Agreements which are contingent upon the Court granting the Approval
21 Order for this PAGA Settlement Agreement.

22 **S.A. ¶ 5.7: PAGA Release.** Upon the Court’s entry of its Approval Order and
23 Defendants fully funding the Gross Settlement Amount, Plaintiffs – in their
24 individual capacity and on behalf of the State of California and LWDA – shall
25 completely release and discharge the Released Parties from the Released
26 PAGA Claims for the PAGA Period.

27 As the release is narrowly related to the claims alleged, in compliance with CMO ¶ E(8),
28 the Parties contend that the release is proper and reasonable.

29 **V. THE SETTLEMENT IS FAIR, REASONABLE, AND WARRANTS COURT**
30 **APPROVAL**

31 In 2016, PAGA was amended to require the Court to “review and approve any settlement
32 of any civil action filed pursuant to this part.” (Labor Code § 2699(1)(2).) The amendment also
33 required that the “proposed settlement shall be submitted to the agency at the same time that it is
34 submitted to the court.” As such, the Settlement and this Motion have been concurrently
35 submitted to the LWDA in accordance with this section. (Mankin Decl. ¶ 51 and Exhibit D).

36 ///

1 **A. Evaluation of the PAGA Settlement**

2 Although PAGA and its legislative history do not seem to require a Court to analyze a
3 PAGA settlement in comparison to the “value” of the claims, the penalties herein are reasonable
4 when considered in this context as well.

5 Here, Plaintiffs obtained extensive data and information prior to mediation to investigate
6 the claims and negotiate an appropriate settlement. After evaluation of this information,
7 Plaintiffs’ counsel estimated that there were 29,387 pay periods worked by 1,569 PAGA
8 Members. From this data, and when applying the various facts and theories of liability,
9 Plaintiffs’ counsel formulated detailed a PAGA penalty model and calculated the maximum
10 PAGA penalties, assuming all claims were successful through trial, as \$13,116,654. Then, by
11 applying the observed violation rates, and considering all of the risks and defenses to the claims
12 herein, Plaintiffs’ counsel calculated \$3,279,164 as the “risk-adjusted” value of PAGA penalties,
13 taking into account “the weight of evidence, the clarity of the applicable law, and the strength of
14 any factual or legal defense likely to be asserted by the defendants.” (*See* CMO ¶ E(3)(d)). As
15 required by CMO ¶ E(3), the full analysis of these claims, the maximum and risk-adjusted
16 values, and other factors, is contained in the Mankin Decl. at ¶¶ 19-34 (and, for the sake of
17 brevity, that information is not duplicated in this Motion).

18 When considering these risks and defenses, Plaintiffs contend that the Settlement, which
19 binds Defendants to pay a total Settlement Amount of \$950,000 – equal to \$32.33 per pay
20 period. Many class actions settle for less than \$20 per pay period, so to achieve this result in a
21 PAGA-only case is indeed a great result. Clearly, this settlement is fair, adequate, and
22 reasonable in light of the risks and uncertainties associated with the PAGA claims in this case,
23 and it is sufficient to accomplish the objectives of PAGA while not being unjust, arbitrary and
24 oppressive, or confiscatory.

25 **B. Plaintiffs’ Separate Individual Settlements are Proper**

26 Plaintiffs each separately resolved their individual, non-PAGA claims against
27 Defendants, and the information required for Plaintiffs’ separate individual settlements is
28 disclosed in the Mankin Decl. at ¶¶ 44-48 as required by CMO ¶ E(5).

1 The California Labor Code specifically permits Plaintiffs to resolve claims for individual
2 damages, separate and distinct from a settlement of PAGA claims. *See* Labor Code § 2699(g)(1)
3 (“[n]othing in this part shall operate to limit an employee’s right to pursue or recover other
4 remedies available under state or federal law, either separately or concurrently with an action
5 taken under this part”). The rule permitting employees to pursue separate individual claims while
6 maintaining a PAGA claim aligns perfectly with the general understanding that PAGA claims
7 (which seek civil penalties on behalf of aggrieved employees) are separate and distinct from
8 individual claims for unpaid wages, statutory penalties, and other individual claims.

9 The California Supreme Court explained this principal in the landmark *Iskanian* decision,
10 holding that “[t]he civil penalties recovered on behalf of the state under the PAGA **are distinct**
11 from the statutory damages to which employee may be entitled in their individual capacities.”
12 *Iskanian*, 59 Cal.4th at 381. In fact, *Iskanian* directly discussed the separation between
13 individual and PAGA claims, and held that when an employee pursues both types of cases, a
14 defendants must respond to **both** cases: “*Iskanian* must proceed with bilateral arbitration on his
15 individual damages claims, **and** CLS must answer the representative PAGA claims in some
16 forum.” *Id.* at 391. In the event of a bifurcation of individual and PAGA actions one case may
17 proceed first, while the other case is stayed. *Id.*

18 In addition, the California Supreme Court recently expounded upon this position in *ZB*,
19 *N.A. v. Superior Court* (2019) 8 Cal.5th 175. There, when discussing the difference between
20 statutory damages/penalties (for an individual) versus civil penalties (under PAGA), the court
21 clearly held that “[p]ursuing civil penalties does not prevent an employee from separately or
22 concurrently pursuing unpaid wages and other remedies already available to her.” *Id.* at 187.

23 The framework discussed in *Iskanian* is exactly what happened here. Plaintiffs
24 separately negotiated a fair resolution for the PAGA case, and then separately settled their
25 individual claims, in conformity with California law. Thus, Plaintiffs respectfully submit that this
26 Court should approve the Settlement Agreement.

27 ///

28 ///

1 **VI. THE REQUESTED ATTORNEYS' FEES AND LITIGATION COSTS ARE FAIR**
2 **AND REASONABLE**

3 For their efforts and the risks they undertook in obtaining a common fund settlement that
4 benefits the LWDA and PAGA Members, Plaintiffs' Counsel collectively seeks \$316,666.67 for
5 reasonable attorneys' fees, which is one third of the Gross Settlement Amount. Defendants do
6 not oppose this request. These fees are warranted under the law and within the range of fees
7 commonly awarded in similar cases. Additionally, the Parties agreed Plaintiffs' Counsel could
8 seek reimbursement for their actual litigation costs.

9 **A. Plaintiffs' Counsel are Entitled to Recover Attorney's Fees Under The**
10 **Common Fund Doctrine In This Qui Tam Action**

11 PAGA, at Labor Code § 2699(g)(1), provides that a plaintiff is entitled to recover
12 reasonable attorneys' fees, expenses, and costs: "Any employee who prevails in any action shall
13 be entitled to an award of reasonable attorney's fees and costs." Additionally, as discussed
14 below, in a qui tam action, reasonable attorney's fees and costs are typically awarded under the
15 common fund doctrine where, as here, the litigation creates a common fund of money in a
16 specific amount for the benefit of others.

17 "A qui tam action is one brought under a statute that allows a private person to sue as a
18 private attorney general to recover damages or penalties, all or part of which will be paid to the
19 government." *People ex rel. Stratham v. Acacia Research Corp.* (2012) 210 Cal.App.4th 487,
20 491-492. "A qui tam action 'is a type of private attorney general lawsuit' [citation], in which 'the
21 qui tam plaintiff stands in the shoes of the state or political subdivision [citation].'" *Id.* at p. 501.
22 As the name of the PAGA statute makes clear (e.g. "Labor Code Private Attorneys General
23 Act"), a PAGA action is a qui tam action because the statute allows the employee plaintiff,
24 acting as the proxy of the state's labor law enforcement agency, to sue his or her employer for
25 Labor Code violations and recover civil penalties that otherwise would have been assessed and
26 collected by the Labor and Workforce Development Agency (LWDA). *Iskanian*, 59 Cal.4th at
27 380. "A PAGA representative action is therefore a type of *qui tam* action." *Id.* at p. 382. Indeed,
28 the majority of the civil penalties recovered in a PAGA action are paid to the state, with a

1 smaller portion paid to the aggrieved employees (e.g. 75% paid to the state; 25% paid to the
2 aggrieved employees). See Lab. C. 2699(i).

3 As here, where a common fund is created in a qui tam action by the successful litigation
4 of a plaintiff and her attorneys, the plaintiff's attorneys are entitled to recover their fees from the
5 common fund. *Bank of America v. Cory* (1985) 164 Cal.App.3d 66, 89-91. In *Bank of America*,
6 California taxpayers compelled the State Controller to enforce the Unclaimed Property Law
7 against banks who were retaining accounts that should have been turned over to the State.
8 Because of the success of the taxpayers' lawsuit, a common fund was created in favor of some
9 depositors and the State of California. *Id.* When the taxpayers' attorneys sought recovery of
10 their attorney's fees from the judgment under the common fund doctrine, the Controller opposed
11 the request. However, the Court of Appeal affirmed the trial court's fee award to the taxpayers'
12 counsel under the common fund doctrine holding, as stated at *Id.* at 91:

13 Those benefiting from the recovery of the fund, in this case some depositors
14 and eventually the People of the State of California, must bear their share
15 of the cost of litigation. Fees for taxpayers' attorneys will be deducted from
16 the judgment, and each claimant's share reduced proportionately. To the
extent the judgment relies upon section 1021.5 for recovery of attorney fees,
it must be modified to confine the award of fees to the common fund theory.

17 In this case, the PAGA Settlement created a common fund for the benefit of the
18 employees and the State of California. Thus, these beneficiaries must bear their share of the
19 costs and attorney's fees, which fees and costs must be deducted from the settlement amount
20 under the common fund theory. *Id.* Moreover, such fees are deducted as a percentage of the
21 settlement amount. *Boeing Co. v. Van Gemert* (1980) 444 U.S. 472, 478-482; *Six (6) Mexican*
22 *Workers v. Arizona Citrus Growers* (9th Cir. 1990) 904 F.2d 1301, 1311; *Williams v. MGM-*
23 *Pathe Communications Co.* (9th Cir. 1997) 129 F.3d 1026, 1027; *Staton v. Boeing Co.* (9th Cir.
24 2003) 327 F.3d 938, 967.

25 The California Supreme Court also upheld the use of the common fund theory of
26 recovery for attorney's fees in *Laffitte v. Robert Half Int'l Inc.* (2016) 1 Cal.5th 480, 506. In
27 *Laffitte*, the settlement created a common fund of \$19 million dollars. This ruling is consistent
28 with the Court's prior rulings recognizing that "when a number of persons are entitled in

1 common to a specific fund, and an action brought by ... plaintiffs for the benefit of all results in
2 the creation or preservation of that fund, such ... plaintiffs may be awarded attorneys' fees out of
3 the fund." *Serrano III v. Priest* (1977) 20 Cal.3d 25, 34; *Boeing Co. v. Van Gemert*, 444 U.S. at
4 478 ("[A] lawyer who recovers a common fund . . . is entitled to reasonable attorneys' fees from
5 the fund as a whole;" *Mills v. Electric Auto-Lite Co.* (1970) 396 U.S. 375, 393-394 [discussing
6 the acceptance of awarding attorneys' fees and expenses from a settlement where "litigation has
7 conferred a substantial benefit on the members of an ascertainable class"]; *see also Lealao v.*
8 *Beneficial California, Inc.* (2000) 82 Cal.App.4th 19, 26 ("[f]ee spreading occurs when a
9 settlement or adjudication results in the establishment of a separate or so-called common fund for
10 the benefit of the class."].).

11 Accordingly, the common fund doctrine allows a court to award attorneys' fees based
12 upon a percentage of the total fund that is created for the satisfaction of beneficiaries' claims
13 when the fund consists of a "certain or easily calculable sum of money." *Dunk v. Ford Motor Co.*
14 (1996) 48 Cal.App.4th 1794, 1809; *Jutkowitz v. Bourns, Inc.* (1981) 118 Cal.App.3d 102, 110
15 [application of the percentage of the fund recovery depended on "[t]he critical point" that "a fund
16 was created from which attorneys' fees could be paid"]; A. Conte & H. Newberg, *Newberg on*
17 *Class Actions*, § 14:6 (4th ed. 2002).

18 California law has long upheld, and continues to uphold, the percentage of the recovery
19 method for awarding attorneys' fees where a fund is established. *See, e.g., Serrano*, 20 Cal.3d at
20 34; *Bell v. Farmers Insurance Exchange* (2004) 115 Cal.App.4th 715, 726; *Chavez v. Netflix,*
21 *Inc.* (2008) 162 Cal.App.4th 43, 65-66 ["fees based on a percentage of the benefits are in fact
22 appropriate in large class actions..."]; *Sanders v. City of Los Angeles* (1970) 3 Cal.3d 252, 261,
23 263 [affirming award of attorneys' fee based on percentage of recovery]; *see also Consumer*
24 *Cause, Inc. v. Mrs. Gooch's Natural Food Markets, Inc.* (2005) 127 Cal.App.4th 387, 397 [the
25 common fund doctrine is "frequently applied in class actions when the efforts of the attorney for
26 the named class representatives produce monetary benefits for the entire class"]; *Wershba v.*
27 *Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 254 ["courts recognize two methods for
28 calculating attorney fees in class actions: the lodestar/multiplier method and the percentage of

1 recovery”].

2 Based on the foregoing, awarding attorneys’ fees of one-third of the Gross Settlement
3 Amount is fair and warranted in light of the settlement that was reached on behalf of the State of
4 California and PAGA Members. Accordingly, awarding fees on this basis in this amount is
5 reasonable and appropriate.

6 **B. The Percentage Fee of the Settlement Amount Is Fair and Reasonable**

7 An award of fees under the common fund doctrine prevents unjust enrichment of those
8 who benefit from the common fund created through the successful efforts of plaintiff’s counsel
9 and furthers the important goal of attracting competent counsel to handle representative actions
10 enforcing minimum labor standards. *Laffitte*, 1 Cal.5th at 503. The California Supreme Court
11 summarized the benefits of the percentage method of recovery stating: “The recognized
12 advantages of the percentage method—including relative ease of calculation, alignment of
13 incentives between counsel and the class, a better approximation of market conditions in a
14 contingency case, and the encouragement it provides counsel to seek an early settlement and
15 avoid unnecessarily prolonging the litigation [citations]—convince us the percentage method is a
16 valuable tool that should not be denied our trial courts.” *Id.*

17 Among the factors considered in determining whether the requested fee percentage is
18 reasonable are: (1) the results achieved; (2) the risk of further litigation; (3) the skill required of
19 plaintiff’s counsel and the quality of work performed by plaintiff’s counsel; (4) the contingent
20 nature of the fee and the financial burden carried by the plaintiff; and (5) awards made in similar
21 cases. *Vizcaino v. Microsoft Corp.* (9th Cir. 2002) 290 F.3d 1043, 1048-50.

22 All these factors support an award here of one-third of the common fund. First,
23 Plaintiffs’ counsel achieved a good settlement in a case that involved highly contested issues.
24 Second, Plaintiffs faced significant risks going forward with the litigation because, as discussed
25 above, Defendants raised various defenses and it would have taken significant time to realize any
26 recovery in this action. Third, Plaintiffs’ Counsel are experienced representative action litigators,
27 including having been selected as a “Super Lawyer” in employment litigation, and have achieved
28 some of the largest PAGA awards. (Mankin Decl. ¶¶ 2-6; Sloane Decl. ¶¶ 3-7; Whitehead Decl.

¶¶ 17-27). This experience and expertise, combined with the high quality of work performed in this case by Plaintiffs' Counsel, resulted in the settlement achieved in this case. Fourth, as discussed above and as set forth in the Declaration of Plaintiffs' Counsel, the request for attorney's fees falls well within the norms accepted by state and federal courts in California in comparable wage and hour actions actually handled by Plaintiffs' Counsel.

For all of the above reasons, a fee award in the amount of one-third of the Settlement Amount is fair and reasonable.

C. A Lodestar Cross-Check Confirms the Reasonableness of the Fee Request

Despite recognized limitations of the so-called lodestar method, some California and federal courts acknowledge the utility of a lodestar "cross-check."⁴ *Lealao*, 82 Cal.App.4th at 46-47. Under the "lodestar multiplier" method of cross-checking the reasonableness of attorneys' fees in class actions, the court ascertains Class counsel's total "lodestar" amount by multiplying the number of hours reasonably expended by each attorney or legal staff member by their hourly rates, and then enhances or reduces this lodestar figure by a "multiplier" to account for a range of factors, such as the novelty or difficulty of the case, its contingent nature, and the degree of success achieved. *PLCM Group, Inc. v. Drexler* (2000) 22 Cal.4th 1084, 1095-96; *Press v. Lucky Stores, Inc.* (1983) 34 Cal.3d 311, 322; *Lealao*, 82 Cal.App.4th at 43 [court has discretion to use a multiplier to ensure that the "fee awarded is within the range of fees freely negotiated in the legal marketplace in comparable litigation"]).

Historically, California courts have approved multipliers of 1.5 to 4. *See Coalition for Los Angeles County Planning v. Board of Supervisors* (1977) 76 Cal.App.3d 241, 251 (**multiplier of 2+ approved**); *Sternwest Corp v. Ash* (1986) 183 Cal.App.3d 74, 75. The multiplier requested by Plaintiffs' Counsel below is within the range of multipliers found to be appropriate by various federal and state courts in California. In *Sternwest Corp. v. Ash*, for instance, the Court of Appeal remanded for a lodestar enhancement of "**two, three, four or**

⁴ In practice, the lodestar method is difficult to apply, time-consuming, inconsistent in result, and capable of manipulation. In addition, the lodestar method creates inherent incentive to prolong litigation until sufficient hours have been expended. Herr, David F., *Manual for Complex Litigation*, § 14.121 (1988); *See also In re Activision* (N.D. Cal 1989) 723 F.Supp 1373.

1 otherwise.” *Id.* at 76; *see also Wershba*, 91 Cal.App.4th at 255 (“**Multipliers can range from 2**
2 **to 4 or even higher**”); *City of Oakland v. Oakland Raiders* (1988) 203 Cal.App.3d 78, 83
3 (**affirming 2.34 multiplier**); *Coalition for Los Angeles County Planning in the Pub. Interest v.*
4 *Board of Supervisors*, 76 Cal.App.3d 241, 251 (**affirming multiplier of approximately 2**);
5 *Craft v. County of Los Angeles* (C.D. Cal. Apr. 1, 2008) 2008 U.S. Dist. LEXIS 27526
6 (**applying 5.2 multiplier**); *Steinder v. Am. Broadcasting Co., Inc.* (9th Cir. 2007) 248 Fed.Appx.
7 780, 783 (**approving multiplier of 6.85** and citing cases with comparable or higher multipliers);
8 *Vizcaino*, 290 F.3d at 1051 (finding no abuse of discretion in **awarding a multiplier of 3.65**);
9 *Torchia v. WW Grainger, Inc.* (E.D. Cal. 2014) 304 F.R.D. 256, 275-278 (approving attorneys’
10 fees of \$550,000 **constituting a 3.57 multiplier** on class counsel’s total lodestar).

11 However, here the actual aggregated lodestar between the Plaintiffs’ attorneys that
12 worked on this case for its 3.7-year history is approximately \$369,715 as reflected in the
13 declarations of counsel. This results in a **negative multiplier** and confirms the reasonableness of
14 the requested attorneys’ fees.

15 The hourly rates utilized by Plaintiffs’ counsel are comparable to those of other attorneys
16 with equal or similar experience, if not somewhat lower (*i.e.*, the Laffey Matrix at
17 www.laffeymatrix.com indicates that the benchmark rates are \$878/hour for an 11–19-year
18 attorney and \$1,057/hour for a 20+ year attorney). The reasonableness of Plaintiffs’ counsel’s
19 rates is reinforced by facts showing that local attorneys in Los Angeles engaged in complex
20 litigation bill at rates far higher than Class Counsel – and far higher than the Laffey Matrix.
21 Recent public filings confirm that the Los Angeles Department of Water and Power is paying
22 outside counsel at minimum rates of \$1,800 for partners, \$1,180 per hour for associates with 7
23 years of experience or more, and LADWP even pays first year associates \$745 per hour. *See*
24 [https://www.latimes.com/california/story/2025-02-14/law-firm-1975-an-hour-defend-against-](https://www.latimes.com/california/story/2025-02-14/law-firm-1975-an-hour-defend-against-palisades-fire-lawsuits)
25 [palisades-fire-lawsuits](https://www.latimes.com/california/story/2025-02-14/law-firm-1975-an-hour-defend-against-palisades-fire-lawsuits) (last visited June 5, 2025).

26 Moreover, the Wolters Kluwer 2023 Real Rate Report (“Real Rate Report”) provides
27 directly applicable information in this regard. The Real Rate Report is based on an enormous and
28 statistically significant compilation of data, comprising millions billing entries from a hundred

1 thousand individual timekeepers who worked at thousands of law firms. The Real Rate Report
2 then compiles and analyzes this data to provide the hourly rates for partners and associates in
3 major metropolitan areas. For the southern California area: (a) the rate for partners in Los
4 Angeles is between \$840 and \$1,159 per hour for the middle and upper quartiles, and (b) the
5 rates for associates with seven or more years of experience, the upper quartile rate is \$888 per
6 hour. And, perhaps most importantly, the information provided in the Real Rate Report is not
7 based on self-reported numbers, surveys, sampling, or reviews or other publications – instead,
8 the Real Rate Report is based on the actual hours and fees billed by law firms, which makes it “a
9 much better reflection of true market rates than self-reported rates in all practice areas.” *Brown v.*
10 *CVS Pharmacy, Inc.* (C.D. Cal. Apr. 24, 2017) 2017 U.S. Dist. LEXIS 182309, at *21; *PLCM*
11 *Group*, 22 Cal.4th at 1085 (holding that rates should be premised upon precisely this form of
12 independent, “objective” rate data that reflects “fair market” rates actually billed to clients “in
13 the community for similar work”).

14 Plaintiffs’ Counsel are also highly experienced in Class/PAGA litigation, including
15 having been named by the LA Times as one “Southern California Leading Lawyers” in the May
16 2023 issue of Consumer Attorneys of Southern California (a recognition given to 17 employment
17 and labor law attorneys in 2023), having been selected as “Super Lawyer” in employment
18 litigation over the last 5 consecutive years, having achieved large settlements, having prevailed
19 at trial in PAGA-only actions and Class Action jury trials. (Mankin Decl. ¶¶ 2-6; Sloane Decl. ¶¶
20 3-7; Whitehead Decl. ¶¶ 17-27). Indeed, Plaintiffs’ Counsel’s rates are typical of the rates
21 charged by defense counsel with similar experience doing similar employment law work in this
22 region.

23 Thus, not only are Plaintiffs’ Counsel’s rates reasonable and typical, but the attorneys’
24 fees are in line with the lodestar, which confirms that the fee request is fair and reasonable.

25 **D. The Requested Litigation Costs are Fair and Reasonable**

26 Plaintiffs’ Counsel requests reimbursement of their actual out-of-pocket expenses
27 incurred to prosecute this action. These expenses were incidental and necessary to the effective
28 representation of the employees. *See Harris v. Marhoefer* (9th Cir. 1994) 24 F.3d 16, 19.

1 Plaintiffs' Counsel are permitted to recover their litigation costs and expenses under the common
2 fund doctrine. See *Serrano III*, 20 Cal.3d at 35 (common fund doctrine permits recovery of fees
3 and costs from the fund); *Rider v. County of San Diego* (1992) 11 Cal.App.4th 1410, 1424 n.6
4 (costs are recoverable from the common fund "[o]f necessity, and for precisely the same reasons
5 discussed above with respect to the recovery of attorneys' fees by . . . [Plaintiffs'] attorneys").
6 Furthermore, Plaintiffs' Counsel are entitled to recover "those out-of-pocket expenses that would
7 normally be charged to a fee-paying client." *Harris*, 24 F.3d at 19.

8 The Settlement Agreement authorized Plaintiffs' Counsel to recover litigation costs
9 "according to proof and in an amount approved by the Court." (S.A. ¶ 3.2.b). Here, Plaintiffs'
10 Counsel's actual costs through the approval hearing are projected to be \$35,169.09, which is the
11 amount requested. (Mankin Decl. ¶ 42; Sloane Decl. ¶ 25; Whitehead Decl. ¶ 29). These costs
12 are reasonable, uncontested, and should be approved.

13 **VII. THE SERVICE AWARDS REQUESTED ARE FAIR AND REASONABLE**

14 The Settlement Agreement provides a Service Award of \$5,000 to each Plaintiff, which is
15 reasonable given the extensive time and effort they each devoted to this case since it was first
16 filed nearly 4 years ago. Their efforts included providing factual background for the claims,
17 providing documents and information about Defendants' compensation plan, actively
18 participating in the separate arbitrations, participating in phone calls to discuss litigation and
19 settlement strategy, making themselves available throughout the litigation to assist with
20 analyzing the claims and defenses, helping Counsel prepare for the mediation; and reviewing the
21 settlement documents. Each Plaintiff also assumed significant risk in bringing this litigation—
22 namely, had they lost, they could have been ordered to pay Defendants' costs.

23 The requested service awards fall within the range of incentive payments typically
24 awarded to Class Representatives in similar class actions. See, e.g., *Bond v. Ferguson*
25 *Enterprises, Inc.* (E.D. Cal. 2011) 2011 WL 2648879 (approving \$11,250 service awards in
26 trucker meal break class action); *Ross v. US Bank National Association* (N.D. Cal. 2010) 2010
27 WL 3833922, at *2 (approving \$20,000 enhancement award in California wage-and-hour class
28 action settlement); *Vasquez v. Coast Valley Roofing, Inc.* (E.D. Cal. 2010) 266 F.R.D. 415, 493

1 (approving service awards of \$15,000 from a \$300,000 settlement fund in a wage/hour class
2 action); *West v. Circle K Stores, Inc.* (E.D. Cal. 2006) 2006 U.S. Dist. LEXIS 76558, at *28
3 (finding service awards “of \$ 15,000 each to be reasonable.”); *Glass v. UBS Fin. Servs.* (N.D.
4 Cal. 2007) 2007 U.S. Dist. LEXIS 8476, at *52 (finding “requested payment of \$25,000 to each
5 of the named Plaintiff is appropriate” in wage and hour settlement).

6 **VIII. SUBMISSION TO THE LWDA**

7 As set forth in the Mankin Declaration at ¶ 51, the settlement agreement and this motion
8 are concurrently being submitted to the LWDA in accordance with Labor Code § 2699(l)(2).
9 The proof of electronic submission is attached as **Exhibit D** to the Mankin Declaration.

10 **IX. THE SETTLEMENT ADMINISTRATOR**

11 Phoenix Settlement Administrators will serve as the Administrator and will be
12 responsible for processing and issuing the settlement payments and providing notice of the
13 settlement payment to the PAGA Members. Phoenix Settlement Administrators provided an all-
14 in bid to administrator the Settlement for \$10,854, which is the amount that will be paid from the
15 Gross Settlement Amount. (Mankin Decl. ¶ 50; Declaration of Mike Moore and Exhibit B).

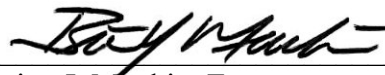
16 **X. CONCLUSION**

17 For the foregoing reasons, Plaintiffs request, and Defendants does not oppose, the Court’s
18 approval of the Settlement under the PAGA.

19 Dated: December 12, 2025

LAUBY, MANKIN & LAUBY LLP

20
21 BY:



22 Brian J. Mankin, Esq.
23 Attorneys for Plaintiffs, on behalf of the
24 State of California as the Real Party In
25 Interest
26
27
28

PROOF OF SERVICE
(Pursuant to CCP §§ 1013(a)(1) and 2015.5)

STATE OF CALIFORNIA)
) ss.
COUNTY OF RIVERSIDE)

I am employed in the County of Riverside, State of California. I am over the age of 18 and not a party to the within action; my business address is 5198 Arlington Avenue, PMB 513, Riverside, California 92504.

On December 12, 2025, I caused to be served the foregoing document(s) described as follows:

**NOTICE OF MOTION AND MOTION TO APPROVE SETTLEMENT PURSUANT TO THE
PRIVATE ATTORNEYS GENERAL ACT OF 2004**

I declare that I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. It is deposited with the U.S. postal service on that same day in the ordinary course of business. I am aware that on motion of party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

- ☐ **By Mail** I deposited such envelope in the mail at Riverside, California. The envelope was mailed with postage thereon fully prepaid.
- ☐ **By Facsimile** I sent this document via fax to all parties as listed on attached service list, on
- ☐ **By Overnight Service** I deposited such envelope in a facility regularly maintained by the United Parcel Service for receipt of items for overnight delivery, with overnight delivery expenses prepaid, addressed to the person to be served.
- ☒ **By Email or Electronic Transmission:** Pursuant to CCP § 1010.6 or an agreement of the parties to accept service by email or electronic transmission, I caused the document(s) to be sent from email address tracie@lmlfirm.com to the persons at the electronic notification address listed in the service list. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was not successful.
- ☐ **By Certified Mail-Return Receipt Requested** I caused such envelope with postage fully prepaid thereon, to be placed in the United States mail at Riverside, California
- ☐ **By Personal Service** I caused said document(s) to be personally served by hand on the parties listed on the attached service list.
- ☒ **State** I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on December 12, 2025, Riverside, California.
- ☐ **Federal** I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.



Tracie Chiarito, Declarant

SERVICE LIST

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