

DOUGLAS HAN (SBN 232858)
SHUNT TATAVOS-GHARAJEH (SBN 272164)
SHELBY MINER (SBN 318338)
HAIG HOGDANIAN (SBN 334699)
JUSTICE LAW CORPORATION
751 North Fair Oaks Avenue, Suite 101
Pasadena, California 91103
Telephone: (818) 230-7502
Facsimile: (818) 230-7259

Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

ELIZABETH AMADOR, individually, and
on behalf of aggrieved employees pursuant
to the Private Attorneys General Act
("PAGA");

Plaintiff,

v.

M S INTERNATIONAL, INC., an Indiana
corporation, and DOES 1 through 100,
inclusive;

Defendants.

Case No.: 22BBCV00450

Assigned for All Purposes to:
Honorable Frank M. Tavelman
Department A

**NOTICE OF MOTION AND MOTION
FOR APPROVAL OF PRIVATE
ATTORNEYS GENERAL ACT (LABOR
CODE § 2698, ET SEQ.) SETTLEMENT
AGREEMENT; MEMORANDUM OF
POINTS AND AUTHORITIES IN
SUPPORT THEREOF**

[Declaration of Counsel (Douglas Han);
Declaration of Plaintiff (Elizabeth Amador);
Declaration of Lisa Mullins; and [Proposed]
Order filed concurrently herewith]

Reservation ID: 469980261528

Hearing Date: August 15, 2025

Hearing Time: 9:00 a.m.

Hearing Place: Department A

Complaint Filed: June 21, 2022

FAC Filed: November 22, 2024

Trial Date: None Set

1 **PLEASE TAKE NOTICE** that on August 15, 2025 at 9:00 a.m., or as soon as thereafter
2 as the matter may be heard, before the Honorable Frank M. Tavelman in Department A of the Los
3 Angeles County Superior Court located at 300 East Olive Burbank, California 91502, Plaintiff
4 Elizabeth Amador (“Plaintiff”) will and hereby does move for entry of an order and judgment
5 approving the Settlement Agreement (“Settlement Agreement,” “Settlement,” or “Agreement”),
6 attached as **Exhibit 2** to the Declaration of Douglas Han, pursuant to Labor Code section 2699(1).

7 This motion is based upon this notice of motion and motion; Settlement Agreement;
8 Declaration of Plaintiff’s Counsel (Douglas Han), Declaration of Elizabeth Amador, and
9 Declaration of Lisa Mullins in support thereof; Proposed Order approving the Settlement
10 Agreement; pleadings and other records on file with the Court in this matter; and such evidence
11 and oral argument as may be presented at the hearing.

12
13 Dated: March 26, 2025

JUSTICE LAW CORPORATION

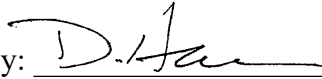
14 By: 
15 Douglas Han
16 *Attorneys for Plaintiff*
17
18
19
20
21
22
23
24
25
26
27
28

TABLE OF CONTENTS

I.	SUMMARY OF MOTION.....	9
II.	PROCEDURAL HISTORY AND FACTUAL BACKGROUND	9
III.	SUMMARY OF THE SETTLEMENT TERMS.....	9
A.	Allocation of the Gross Settlement Amount.....	9
B.	Distribution of the PAGA Penalties Fund	10
C.	The Scope of the Release in the Settlement Agreement.....	10
D.	No Right to Object to or Opt Out of the Settlement	11
IV.	STANDARD FOR APPROVAL OF PAGA SETTLEMENT	11
V.	THE PROPOSED SETTLEMENT IS FAIR AND SHOULD BE APPROVED.....	13
A.	The Factors Giving Rise to a Presumption of Fairness Exist	13
B.	The Relative Strength of the PAGA Claim and Range of Possible Outcomes in the Litigation Strongly Favor Approval of the Settlement	13
C.	The Settlement Avoids Risky, Complex, and Lengthy Litigation.....	15
D.	The Settlement is Fair, Adequate, and Reasonable.....	15
E.	Experience and Views of Plaintiff’s Counsel Favor Settlement Approval.....	16
VI.	APPROVAL OF THE ATTORNEYS’ FEES AWARD	16
A.	A Fee Award of Percentage of the Entire Fund is Appropriate.....	16
B.	The Attorneys’ Fees Award is Reasonable Based on the Factors Considered in Determination of Fee Awards.....	17
1.	The Results Obtained.....	18
2.	The Risks Undertaken.....	18
3.	The Difficulty of the Litigation.....	19
4.	The Skill Displayed and Quality of Work	20
C.	The Lodestar Methodology Justifies the Attorneys’ Fees Award	20
1.	Work Performed for a Reasonable Number of Hours	21
2.	Reasonable Hourly Rate of Compensation.....	21
VII.	THE LITIGATION COSTS AWARD SHOULD BE APPROVED	22

VIII. THE ENHANCEMENT PAYMENT SHOULD BE APPROVED..... 22

IX. THE ADMINISTRATION COSTS SHOULD BE APPROVED 23

X. CONCLUSION..... 23

TABLE OF AUTHORITIES

Cases	Page(s)
<i>Amalgamated Transit Union, Local 1756, AFL-CIO v. Sup. Ct.</i>	
(2009) 46 Cal.4th 993	11, 12, 13
<i>Arias v. Sup. Ct.</i>	
(2009) 46 Cal.4th 969	10, 11, 12
<i>Bell v. Farmers Ins. Exch.</i>	
(2004) 115 Cal.App.4th 715	22
<i>Bernstein v. Virgin Am., Inc.</i>	
(9th Cir. 2021) 3 F.4th 1127	14
<i>Boyd v. Bechtel Corp.</i>	
(N.D. Cal. 1979) 485 F.Supp.610	13
<i>Camden I Condo. Ass’n, Inc., v. Dunkel</i>	
(11th Cir. 1991) 946 F.2d 768	17
<i>Casida v. Sears Holdings Corp.</i>	
(E.D. Cal. Jan. 26, 2012) 2012 WL 253217	12
<i>Cates v. Chiang</i>	
(2013) 213 Cal.App.4th 791	18
<i>Clark v. Am. Residential Servs., LLC</i>	
(2009) 175 Cal.App.4th 785	22
<i>Class Plaintiffs v. City of Seattle</i>	
(9th Cir. 1992) 955 F.2d 1268	15
<i>Consumer Privacy Cases</i>	
(2009) 175 Cal.App.4th 545	17
<i>Elliot v. Spherion Pac. Work, LLC</i>	
(C.D. Cal. 2008) 572 F.Supp.2d 1169	14
<i>Estrada v. FedEx Ground Package Sys. Inc.</i>	
(2007) 154 Cal.App.4th 1	17

Cases	Page(s)
<i>Fireside Bank v. Sup. Ct.</i>	
(2007) 40 Cal.4th 1069	11
<i>Hopson v. Hanesbrands Inc.</i>	
(N.D. Cal. Apr. 3, 2009) No. 08-00844, 2009 U.S. Dist. LEXIS 33900	14
<i>Ingram v. The Coca-Cola Co.</i>	
(N.D. Ga. 2001) 200 F.R.D. 685.....	22
<i>Iskanian v. CLS Trans. Los Angeles, LLC</i>	
(2014) 58 Cal.4th 348	11, 12, 13
<i>Ketchum v. Moses</i>	
(2001) 24 Cal.4th 1122	19, 21
<i>Kirkorian v. Borelli</i>	
(N.D. Cal. 1988) 695 F.Supp.446	13
<i>Laffitte v. Robert Half Int’l, Inc.</i>	
(2016) 1 Cal.5th 480	16, 17, 18, 19
<i>Lealao v. Beneficial Cal., Inc.</i>	
(2000) 82 Cal.App.4th 19	<i>passim</i>
<i>Moniz v. Adecco USA, Inc.</i>	
(2021) 72 Cal.App.5th 56	12
<i>Nat’l Rural Telecomms. Coop. v. DIRECTV, Inc.</i>	
(C.D. Cal. Jan. 5, 2004) 221 F.R.D. 523.....	15
<i>Nordstrom Commissions Case</i>	
(2010) 186 Cal.App.4th 576	14
<i>Ochoa-Hernandez v. CJADERS Foods, Inc.</i>	
(N.D. Cal. Apr. 2, 2010) 2010 WL 3570777	11, 12
<i>Officers for Justice v. Civil Serv. Comm’n</i>	
(9th Cir. 1981) 688 F.2d 615	15
///	

Cases	Page(s)
<i>Pedroza v. PetSmart, Inc.</i>	
(C.D. Cal. Jan. 28, 2013) 2013 WL 1490667	12
<i>Richmond v. Dart Indus., Inc.</i>	
(1981) 29 Cal.3d 462	11
<i>Satchell v. Fed. Express Corp.</i>	
(N.D. Cal. Apr. 13, 2007) 2007 WL 1114010	13
<i>Serrano v. Priest</i>	
(1977) 20 Cal.3d 25	20
<i>Thomas v. Aetna Health of Cal., Inc.</i>	
(E.D. Cal. June 2, 2011) 2011 WL 2173715	12
<i>Thurman v. Bayshore Transit Mgmt., Inc.</i>	
(2012) 203 Cal.App.4th 1112	14
<i>Vo v. Las Virgenes Municipal Water Dist.</i>	
(2000) 79 Cal.App.4th 440	21
<i>Wershba v. Apple Computer, Inc.</i>	
(2001) 91 Cal.App.4th 224	13, 16
<i>Williams v. Sup. Ct.</i>	
(2017) 3 Cal.5th 531	11, 12
Statutes	
Code of Civil Procedure § 1021.5.....	17
Labor Code § 201.....	14
Labor Code § 202.....	14
Labor Code § 203.....	14
Labor Code § 204.....	14
Labor Code § 210.....	14
Labor Code § 218.5.....	14
Labor Code § 221.....	14

1	Statutes	Page(s)
2	Labor Code § 226(a)	14
3	Labor Code § 226(c)	14
4	Labor Code § 226.3.....	14
5	Labor Code § 226.7.....	14
6	Labor Code § 246.....	14
7	Labor Code § 432.5.....	14
8	Labor Code § 510.....	14
9	Labor Code § 512(a)	14
10	Labor Code § 551.....	14
11	Labor Code § 552.....	14
12	Labor Code § 558.....	14
13	Labor Code § 1174(d)	14
14	Labor Code § 1194.....	14
15	Labor Code § 1197.....	14
16	Labor Code § 1197.1.....	14
17	Labor Code § 1198.....	14
18	Labor Code § 2699.3.....	11
19	Labor Code § 2699(a)	11
20	Labor Code § 2699(e)(2).....	12
21	Labor Code § 2699(g)(1)	17
22	Labor Code § 2699(i).....	10, 15, 17
23	Labor Code § 2699(j).....	12
24	Labor Code § 2699(l).....	2
25	Labor Code § 2699(l)(2)	9, 12
26	Labor Code § 2800.....	14
27	Labor Code § 2802.....	14
28	Private Attorneys General Act of 2004 (“PAGA”).....	9

1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. SUMMARY OF MOTION**

3 Under Labor Code section 2699(1)(2), Plaintiff seeks approval of the Settlement
4 Agreement entered between Plaintiff and Defendant M S International, Inc. (“Defendant”).
5 Plaintiff entered the Settlement on behalf of herself and all current and former hourly-paid or non-
6 exempt employees who worked for Defendant within the State of California at any time during
7 the period from March 30, 2021, through January 31, 2025 who have not signed general releases.

8 **II. PROCEDURAL HISTORY AND FACTUAL BACKGROUND**

9 On March 30, 2022, Plaintiff provided written notice to the California Labor and
10 Workforce Development Agency (“LWDA”) and Defendant. On June 21, 2022, Plaintiff filed this
11 representative Private Attorneys General Act of 2004 (“PAGA”) action on behalf of the State of
12 California to represent herself and all Settlement Group Members. Following mediation, on
13 November 5, 2024, Plaintiff provided an amended written notice to the LWDA and Defendant.
14 On November 22, 2024, Plaintiff then filed a First Amended Complaint.¹

15 On October 8, 2024, the Parties remotely participated in private mediation with the
16 mediator Jeff Ross that ultimately resulted in the settlement of this matter.²

17 **III. SUMMARY OF THE SETTLEMENT TERMS**

18 **A. Allocation of the Gross Settlement Amount**

19 The Settlement provides that Defendant will pay a non-reversionary Gross Settlement
20 Amount of \$420,000. The PAGA Penalties Fund will be the Gross Settlement Amount less: (1)
21 Attorneys’ Fees Award of \$147,000; (2) Litigation Costs Award of \$24,905.30; (3) Enhancement
22 Payments of \$10,000; and (4) Administration Costs of \$10,000.³

23 ///

24 _____
25 ¹ (Declaration of Douglas Han (“Han Decl.”), ¶ 10.)

26 ² (*Id.* at ¶¶ 11-15.)

27 ³ (Settlement Agreement attached as **Exhibit 2** to the Declaration of Douglas Han
28 (“Settlement Agreement”), §§ 7(a), 7(b)(i)-7(b)(iv).)

1 The current amount of the PAGA Penalties Fund is estimated to be \$228,094.70. Seventy-
2 five percent (75%) of the PAGA Penalties Fund will be transmitted to the LWDA as the LWDA
3 Payment pursuant to Labor Code section 2699(i). The remaining twenty-five percent (25%) of
4 the PAGA Penalties Fund will be distributed to the Settlement Group Members.⁴

5 **B. Distribution of the PAGA Penalties Fund**

6 On the Effective Date, Defendant shall provide the Settlement Administrator a list of
7 Settlement Group Members. The Gross Settlement Amount will be deposited into a qualified
8 settlement fund created by the Settlement Administrator and will be disbursed to the appropriate
9 entities and persons in the manner and timeline set forth in the Agreement. Uncashed settlement
10 checks will be directed to the California State Controller for deposit in the Unclaimed Property
11 Fund in the name of the employee.⁵

12 **C. The Scope of the Release in the Settlement Agreement**

13 Effective on the date when Defendant fully funds the Gross Settlement Amount, the
14 Plaintiff, LWDA, and all Settlement Group Members are deemed to release, on behalf of
15 themselves and their former and present representatives, agents, attorneys, heirs, administrators,
16 successors, and assigns, Defendant and the Released Parties from all claims for PAGA penalties
17 under 2698, *et seq.* that were alleged, or could have been alleged, based on the same or similar
18 facts, allegations and/or claims stated in the operative complaint and PAGA Notice that occurred
19 during the Settlement Period.⁶ (*Arias v. Sup. Ct.* (2009) 46 Cal.4th 969, 980, 986 [a plaintiff suing
20 under PAGA “does so as the proxy or agent of the state’s labor law enforcement agencies,” and,
21 as such, “represents the same legal right and interest as state labor law enforcement agencies ...
22 .”].) A judgment in a PAGA action “binds not only that [plaintiff] employee but also the state
23 labor law enforcement agencies.” (*Ibid.*) Furthermore, “[b]ecause an aggrieved employee’s action
24 under [PAGA] functions as a substitute for an action brought by the government itself, a judgment

25 ⁴ (Settlement Agreement, *supra*, at § 7(b)(v).)

26 ⁵ (*Id.* at § 8.)

27 ⁶ (*Id.* at §§ 9(a), 9(b).)

1 in that action binds all those, including nonparty aggrieved employees, who would be bound by
2 a judgment in an action brought by the government.” (*Arias v. Sup. Ct.*, *supra*, 46 Cal.4th at p.
3 986) “Accordingly, with respect to the recovery of civil penalties, nonparty employees as well as
4 the government are bound by the judgment in an action brought under [PAGA]” (*Ibid.*)

5 **D. No Right to Object to or Opt Out of the Settlement**

6 “[A] PAGA action is a statutory action for penalties brought as a proxy for the state ...
7 there is no need to protect absent employees’ due process rights[.]” (*Williams v. Sup. Ct.* (2017)
8 3 Cal.5th 531, 546.) “Unnamed employees need not be given notice of the PAGA claim, nor do
9 they have the ability to opt-out of the representative PAGA claim.” (*Ochoa-Hernandez v.*
10 *CJADERS Foods, Inc.* (N.D. Cal. Apr. 2, 2010), 2010 WL 3570777, at *5.) “PAGA does not
11 make other potentially aggrieved employees parties” and no “due process concerns arise under
12 PAGA because absent employees do not own a personal claim for PAGA civil penalties and
13 whatever personal claims the absent employees might have for relief are not at stake.” (*Williams*,
14 at pp. 546-547 (internal references omitted, citing *Amalgamated Transit Union, Local 1756, AFL-*
15 *CIO v. Sup. Ct.* (2009) 46th Cal.4th 993, 1003 and *Iskanian v. CLS Trans. Los Angeles, LLC*,
16 (2014) 58 Cal.4th 348, 381.)) “[A]bsent fellow employees will be bound by the outcome of any
17 PAGA action[.]” (*Williams*, at p. 548 (internal references omitted, citing *Arias v. Sup. Ct.*, *supra*,
18 46 Cal.4th at pp. 980-981; *Fireside Bank v. Sup. Ct.* (2007) 40 Cal.4th 1069, 1074 and *Richmond*
19 *v. Dart Indus., Inc.* (1981) 29 Cal, 3d 462, 474.)

20 Consistent with this law, the Settlement does not have a procedure for the Settlement
21 Group Members to object to or exclude themselves from the Settlement.

22 **IV. STANDARD FOR APPROVAL OF PAGA SETTLEMENT**

23 The PAGA allows an “aggrieved employee” to bring a civil action on behalf of herself,
24 other aggrieved employees, and State of California to recover civil penalties with respect to
25 provisions of the Labor Code that do not provide for civil penalties. Before bringing a civil action
26 under PAGA, an employee must comply with Labor Code section 2699.3. (Lab. Code § 2699(a).)
27 A court “may award a lesser amount than the maximum civil penalty amount specified by this
28

1 part if, based on the facts and circumstances of the particular case, to do otherwise would result
2 in an award that is unjust, arbitrary and oppressive, or confiscatory.” (Lab. Code § 2699(e)(2).)

3 The settlement of a PAGA claim requires court approval. (Lab. Code § 2699(l)(2).) “A
4 PAGA claim asserted on a non-class representative basis . . . is not considered a class action but
5 a law enforcement action” and does not have to meet the requirements of a class action. (*Casida*
6 *v. Sears Holdings Corp.* (E.D. Cal. Jan. 26, 2012) 2012 WL 253217, at *3; *Thomas v. Aetna*
7 *Health of Cal., Inc.* (E.D. Cal. June 2, 2011) 2011 WL 2173715, at *11; *Arias v. Sup. Ct., supra*,
8 46 Cal.4th at pp. 980-988 (affirming lower court’s holding that “plaintiff need not satisfy class
9 action requirements” to assert a PAGA claim); *Pedroza v PetSmart, Inc.* (C.D. Cal. Jan. 28, 2013)
10 2013 WL 1490667, at *15.) A court’s review of a PAGA settlement involves analysis of several
11 unique features that render the approval process distinct from approval of a class action
12 settlement. A court reviewing a PAGA settlement only needs to “ensur[e] that a negotiated
13 resolution is fair to those affected.” (*Williams v. Sup. Ct., supra*, 3 Cal.5th at p. 549 (citing Lab.
14 Code § 2699(l)(2)).) The Court of Appeal has held that “a trial court should evaluate a PAGA
15 settlement to determine whether it is fair, reasonable, and adequate in view of PAGA’s purposes
16 to remediate present labor law violations, deter future ones, and to maximize enforcement of state
17 labor laws.” (*Moniz v. Adecco USA, Inc.* (2021) 72 Cal.App.5th 56, 77.)

18 The Court’s focus is on whether the total settlement amount achieves PAGA’s objectives.
19 PAGA’s purpose “to incentivize private parties to recover civil penalties for the government that
20 otherwise may not have been assessed and collected by overburdened state enforcement
21 agencies.” (*Ochoa-Hernandez, supra*, 2010 WL 3570777, at *4 (citing *Arias v. Sup. Ct., supra*,
22 46 Cal.4th at p. 986).) Penalties recovered under the PAGA are, in part, to “be distributed to the
23 [LWDA] for enforcement of labor laws . . . and for education of employers and employees about
24 their rights and responsibilities under this code, to be continuously appropriated to supplement
25 and not supplant the funding to the agency for those purposes.” (Lab. Code § 2699(j).) The
26 recovery of penalties on behalf of the state is essentially a law enforcement action. (*Amalgamated*
27 *Transit Union, Local 1756, AFL-CIO v. Sup. Ct., supra*, 46 Cal.4th at p. 1003 (stating the PAGA
28

1 is mechanism for “an aggrieved employee to recover civil penalties – for Labor Code violations
2 – that otherwise would be sought by state labor law enforcement agencies”); see also *Iskanian v.*
3 *CLS Trans. Los Angeles, LLC*, *supra*, 58 Cal.4th at p. 381.)

4 **V. THE PROPOSED SETTLEMENT IS FAIR AND SHOULD BE APPROVED.**

5 **A. The Factors Giving Rise to a Presumption of Fairness Exist.**

6 A settlement agreement that is “the product of extensive and hard-fought adversarial
7 negotiations between the parties” is entitled to a presumption of fairness. (*Wershba v. Apple*
8 *Computer, Inc.* (2001) 91 Cal.App.4th 224, 245.)

9 The Court should give considerable weight to the competency, experience, and opinion
10 of counsel and the involvement of a neutral mediator in assuring that the Settlement is a product
11 of hard-fought negotiations that was entered without collusion. (*Kirkorian v. Borelli* (N.D. Cal.
12 1988) 695 F.Supp. 446, 451 (opinion of experienced counsel is entitled to considerable weight);
13 *Boyd v. Bechtel Corp.* (N.D. Cal. 1979) 485 F.Supp. 610, 616-617, 622 (recommendations of
14 Plaintiff’s Counsel should be given a presumption of reasonableness); see also *Satchell v. Fed.*
15 *Express Corp.* (N.D. Cal. Apr. 13, 2007) 2007 WL 1114010, at *4 (stating the “assistance of an
16 experienced mediator in the settlement process confirms that the settlement is non-collusive”).)

17 The Settlement is presumptively fair. This is because the Settlement: (1) is the product of
18 non-collusive, arm’s-length negotiations; (2) was negotiated by counsel with experience in
19 similar wage-and-hour litigation; and (3) occurred after the Parties’ counsel engaged in
20 investigation of the strengths of this case and risks of continued litigation.

21 **B. The Relative Strength of the PAGA Claim and Range of Possible Outcomes in**
22 **the Litigation Strongly Favor Approval of the Settlement.**

23 Defendant maintained that it had compliant employment policies and practices throughout
24 the statutory period. If this case had not been settled, Defendant would have challenged Plaintiff’s
25 standing as a Settlement Group Member and denied that the other employees were aggrieved.
26 Defendant also argued that the Court was unlikely to assess cumulative penalties for the
27 maximum number of possible separate Labor Code violations because the “subsequent violation”
28

theory of PAGA recovery would not be triggered in this case, and it would be unjust, arbitrary, oppressive, and/or confiscatory. (See e.g. *Bernstein v. Virgin Am., Inc.* (9th Cir. 2021) 3 F.4th 1127, 1144.) Defendant asserted that PAGA penalties are not mandatory but permissive and discretionary and maintained that it had a strong argument that it would be unjust to award maximum PAGA penalties. (*Thurman v. Bayshore Transit Mgmt., Inc.* (2012) 203 Cal.App.4th 1112 [reducing penalties by 30% under this authority].)⁷

The provisions of the Labor Code triggering PAGA penalties include Labor Code sections 201, 202, 203, 204, 210, 218.5, 221, 226(a), 226(c), 226.3, 226.7, 246, 432.5, 510, 512(a), 551, 552, 558, 1174(d), 1174.5, 1194, 1197, 1197.1, 1198, 1198.5, 2800, and 2802. To recover civil penalties, Plaintiff must prove the underlying Labor Code violations with respect to the Settlement Group Members and show that Defendant's conduct gave rise to penalties. (See e.g. *Elliot v. Spherion Pac. Work, LLC* (C.D. Cal. 2008) 572 F.Supp.2d 1169, 1181-1182.)⁸

Plaintiff alleges that PAGA penalties would be about **\$103,500** (1,035 employees x \$100 penalty for initial violation) on the low end and **\$1,035,000** (1,035 employees x \$100 penalty for initial violation x 10 theories of recovery) on the high end. But Plaintiff recognized the risk that any PAGA award could be reduced, meaning that the Gross Settlement Amount for PAGA civil penalties was reasonable. When PAGA penalties are negotiated in good faith and "there is no indication that [the] amount was the result of self-interest at the expense of other Class Members," such amounts are generally considered reasonable. (*Hopson v. Hanesbrands Inc.* (N.D. Cal. Apr. 3, 2009) No. 08-00844, 2009 U.S. Dist. LEXIS 33900 at *24; see e.g. *Nordstrom Com. Cases* (2010) 186 Cal.App.4th 576, 579 ("[T]rial court did not abuse its discretion in approving a settlement which does not allocate any damages to the PAGA claims."))⁹

///

///

⁷ (Han Decl., *supra*, at ¶¶ 19-23.)

⁸ (*Id.* at ¶ 24.)

⁹ (*Id.* at ¶ 25-28.)

1 **C. The Settlement Avoids Risky, Complex, and Lengthy Litigation.**

2 Courts favor voluntary conciliation and settlement of complex litigation. (*Class Plaintiffs*
3 *v. City of Seattle* (9th Cir. 1992) 955 F.2d 1268, 1276.) Generally, “unless the settlement is clearly
4 inadequate, its acceptance and approval are preferable to lengthy and expensive litigation with
5 uncertain results.” (*Nat’l Rural Telecomms. Coop. v. DIRECTV, Inc.* (C.D. Cal. Jan. 5, 2004) 221
6 F.R.D. 523, 526 (citation omitted).)

7 Both sides used the pre-mediation time to investigate the veracity, strength, and scope of
8 the PAGA claim. The Parties engaged in discovery and exchanged documents and data to mediate
9 the claims relevant to the Labor Code violations and applicable defenses thereto and to determine
10 the potential value and strength of the PAGA claim. Plaintiff’s Counsel believed that it would be
11 best to pursue a settlement rather than take the risky and uncertain trial route. Even if the Parties
12 had managed to negotiate a similar settlement down the line, it would have been severely undercut
13 but the additional costs and expenses incurred. In other words, the Settlement offers immediate
14 recovery rather than only the possibility of recovery at some indeterminate later date.¹⁰

15 **D. The Settlement Is Fair, Adequate, and Reasonable.**

16 “[T]he very essence of a settlement is compromise, ‘a yielding of absolutes and an
17 abandoning of highest hopes.’” (*Officers for Justice v. Civil Serv. Comm’n* (9th Cir. 1981) 688
18 F.2d 615, 624.) “The proposed settlement is not to be judged against a hypothetical or speculative
19 measure of what might have been achieved by the negotiators.” (*Id.* at p. 625.)

20 The Settlement provides a significant monetary benefit to the LWDA and Settlement
21 Group Members. Moreover, the proposed plan of allocation of the PAGA Penalties Fund to the
22 LWDA and Settlement Group Members fully complies with Labor Code section 2699(i).
23 Moreover, Plaintiff and Plaintiff’s Counsel recognize the expense, length, risk, and uncertainty
24 of continued proceedings necessary to litigate this dispute. To recover civil penalties, Plaintiff
25 would have to prove that the Settlement Group Members suffered from the underlying Labor
26 Code violations and that Defendant’s conduct gave rise to penalties, which could take several

27
28 ¹⁰ (Han Decl., *supra*, at ¶¶ 11-15.)

1 months, or even years, to prove. Plaintiff and Plaintiff's Counsel also considered Defendant's
2 agreement to enter a settlement that confers significant relief. Plaintiff and Plaintiff's Counsel
3 determined that the Settlement represents a fair, adequate, and reasonable resolution.¹¹

4 **E. Experience and Views of Plaintiff's Counsel Favor Settlement Approval.**

5 Plaintiff's Counsel are experienced in complex representative and class action wage-and-
6 hour litigation. Plaintiff's Counsel believe that the benefit conferred by the Settlement is fair and
7 reasonable and in the best interests of the LWDA and Settlement Group Members.¹²

8 **VI. APPROVAL OF THE ATTORNEYS' FEES AWARD.**

9 **A. A Fee Award of Percentage of the Entire Fund is Appropriate.**

10 The Settlement provides for an Attorneys' Fees Award of \$147,000. The Attorneys' Fees
11 Award is commensurate with the: (1) risks undertaken; (2) time, effort, and expense dedicated;
12 (3) skills and determination shown; (4) value achieved; and (5) other cases turned down.

13 The propriety of calculating and awarding attorneys' fees as a percentage of a monetary
14 fund preserved or recovered for the benefit of others has been confirmed by the California
15 Supreme Court. (*Laffitte v. Robert Half Int'l, Inc.* (2016) 1 Cal.5th 480, 486, 506.) While trial
16 courts have discretion to apply either a lodestar method or percentage of-the-fund method, the
17 California Supreme Court has taken the position trial courts "retain the discretion to forgo a
18 lodestar cross-check and use other means to evaluate the reasonableness of a requested percentage
19 fee[.]" and "[t]he percentage of fund method survives in California." (*Ibid.* (internal quotes
20 omitted); see also *Wershba v. Apple Computer, Inc.*, *supra*, 91 Cal.App.4th at p. 253.)

21 The percentage fee method is preferred in representative actions because "it better
22 approximates the workings of the marketplace than the lodestar approach." (*Lealao v. Beneficial*
23 *Cal., Inc.* (2000) 82 Cal.App.4th 19, 49.) California law provides that the award for attorneys'
24 fees should be equivalent to fees freely negotiated in the legal marketplace and paid in comparable
25 litigation based on the result achieved and risk incurred. (*Lealao v. Beneficial Cal., Inc.*, *supra*,

26
27 ¹¹ (Han Decl., *supra*, at ¶¶ 19-23, 38.)

28 ¹² (*Id.* at ¶¶ 2-7; Exhibit 1.)

82 Cal.App.4th at pp. 47, 50; *Laffitte v. Robert Half Int’l, Inc.*, *supra*, 1 Cal.5th at p. 503.) In cases where the agreement provides the defendant agrees to pay the attorneys a percentage of the fund created by the agreement, use of that percentage method is appropriate. (*Lealao v. Beneficial Cal., Inc.*, *supra*, 82 Cal.App.4th at p. 32.) Fees in class and representative actions should approximate the probable terms of a contingent fee contract negotiated by a sophisticated attorney and client in similar litigation. (*Id.* at p. 48.) “The ultimate goal ... is the award of a ‘reasonable’ fee to compensate counsel for their efforts, irrespective of the method of calculation.” (*Consumer Privacy Cases* (2009) 175 Cal.App.4th 545, 557-558 (quotation omitted).)

Plaintiff’s Counsel are entitled to recover reasonable attorneys’ fees and costs as a matter of right. (Lab. Code § 2699(g)(1).) Plaintiff’s Counsel are entitled to fees and costs under Code of Civil Procedure section 1021.5 as this case is by definition “for the benefit” of others and has secured monetary awards for the Settlement Group.¹³ The payment to the LWDA will also benefit the agency in enforcing labor laws and educating “employers and employees about their rights and responsibilities under [the Labor Code].” (Lab. Code § 2699(i).)

B. The Attorneys’ Fees Award is Reasonable Based on the Factors Considered in Determination of Fee Awards.

The factors courts consider in determining whether fee awards are reasonable are: (1) time and labor required; (2) novelty and difficulty of the questions; (3) requisite skills to perform the legal services; (4) preclusion of other employment by the attorney; (5) customary fee; (6) whether the fee is fixed or contingent; (7) time limitation imposed; (8) amount involved and results obtained; (9) experience, reputation and ability of the attorney; (10) undesirability of the case; (11) nature and length of the professional relationship; and (12) awards in similar cases. (*Camden I Condo. Ass’n, Inc. v. Dunkel* (11th Cir. 1991) 946 F.2d 768, 772.)

///

¹³ (*Estrada v. FedEx Ground Package Sys. Inc.* (2007) 154 Cal.App.4th 1, 16-17 (recognizing that recovery obtained on behalf of 209 individual satisfies the “significant benefit,” “public interest,” and “large class of persons” requirements of Code of Civil Procedure section 1021.5, regardless of plaintiff’s personal motivation).)

1 It should be highlighted that the percentage award sought is commensurate with the: (1)
2 results obtained; (2) risks undertaken; (3) difficulty of this case; and (4) skills displayed and the
3 quality of work, which are addressed below.

4 **1. The Results Obtained**

5 The results attorneys obtain for their clients is an important factor when determining the
6 reasonability of a percentage-based fee. (*Laffitte v. Robert Half Int'l, Inc.*, *supra*, 1 Cal.5th at p.
7 489.) Law firms that obtain exceptional results expect those results to be reflected in their fees.

8 The results obtained herein are reasonable as Plaintiff's Counsel obtained a settlement of
9 \$420,000 without the need for extended litigation. If this case went to trial, there was no guarantee
10 that the trial would have been short or that either party would have prevailed. Even if the Parties
11 had reached a similar settlement, it would have been undercut by additional expenses incurred.
12 Resolution of this dispute at this stage is preferred as the Parties were moving to the phase where
13 significant time and money would inevitably have to be spent to prepare for trial.

14 By avoiding the uncertainties associated with conducting trial and Defendant's responses
15 to the allegations, Plaintiff's Counsel obtained those results more quickly and surely than if the
16 matter had been litigated to final resolution. Under the law, this factor also supports the Attorneys'
17 Fees Award. (*Lealao v. Beneficial Cal., Inc.*, *supra*, 82 Cal.App.4th at p. 51.)

18 **2. The Risks Undertaken**

19 Whether or not representation is provided on a contingency basis is an important factor:

20 A contingent fee must be higher than a fee for the same legal services paid as they
21 are performed [and] [...] compensates the lawyer not only for the legal services he
22 renders but for the loan of those services. A lawyer who both bears the risk of not
23 being paid and provides legal services is not receiving the fair market value of his
work if he is paid only for the second of these functions. If he is paid no more,
competent counsel will be reluctant to accept fee award cases. (internal quotes and
citations omitted)

24 (*Cates v. Chiang* (2013) 213 Cal.App.4th 791, 823.)

25 ///

26 ///

27 ///

1 Plaintiff executed a contingent fee agreement. This meant no recovery would have
2 equated to no compensation for 314.7 hours of work and \$24,905.30 litigation costs incurred.
3 Several factors also made this case difficult, thereby contributing to the risks undertaken. These
4 factors included: (1) locating and interviewing putative aggrieved employees to corroborate the
5 allegations; (2) drafting and propounding formal discovery requests and reviewing the responses;
6 (3) engaging in motions practice with Defendant; (4) difficulties in pinning down job
7 responsibilities, wages paid, breaks taken; (5) number of documents that had to be reviewed and
8 analyzed; (6) shifting wage-and-hour laws; and (7) Defendant's initial resistance to the relief.¹⁴

9 Attorneys being paid on an hourly basis as opposed to being paid on a contingent basis are
10 assuming less risks. (See e.g. *Ketchum v. Moses* (2001) 24 Cal.4th 1122, 1132-1133.) The
11 contingent risks are a major factor when determining attorneys' fees. (See e.g. *Laffitte v. Robert*
12 *Half Int'l, Inc.*, *supra*, 1 Cal.5th at p. 504 (noting that trial court had carefully considered risks
13 and contingency involved in awarding 33 and 1/3% fee).)

14 3. The Difficulty of the Litigation

15 The unsettled nature of the law, factual complexities underlying the policies and practices
16 in place, and other issues made this case complex and difficult. Plaintiff's Counsel overcame
17 these obstacles by obtaining a settlement that is fair, adequate, and reasonable. Plaintiff's Counsel
18 obtaining a fair settlement despite these roadblocks speaks volumes of their skill and experience.
19 (*Lealao v. Beneficial Cal., Inc.*, *supra*, 82 Cal.App.4th at p. 42 (the "special skill and experience
20 of counsel" is a relevant factor when determining fee award).)

21 Due to the difficulty of this case, Plaintiff's Counsel devoted substantial hours to this
22 matter. The Task & Time Chart sets forth the hours, allocating the total time to the tasks required
23 to conclude this lawsuit. As stated in the previous section, this was not a clear-cut case. Plaintiff's
24 Counsel had to overcome roadblocks and obstacles before they could reach the settlement, which
25 further illustrates the difficulty of this case.¹⁵

26 ¹⁴ (Han Decl., *supra*, at ¶¶ 29, 31, 32, 35.)

27 ¹⁵ (*Id.* at ¶ 31; Exhibit 3.)

1 **4. The Skill Displayed and Quality of Work**

2 The level of skill displayed and the excellent quality of work it produced also justify the
3 Attorneys' Fees Award. Plaintiff's Counsel are skilled and experienced representatives and class
4 action wage-and-hour litigators, and the Task & Time Chart further illustrates this assertion.

5 Plaintiff's Counsel used the pre-mediation time period to investigate the veracity,
6 strength, and scope of the PAGA claim and to prepare for representative adjudication. This
7 included: (1) engaging case strategy and analysis; (2) requesting and gathering relevant
8 documents; (3) drafting, reviewing, and revising pleadings and mediation brief; (4) preparing for
9 and appearing at court proceedings; (5) calculating potential damages for mediation purposes; (6)
10 preparing for and attending mediation and settlement negotiations; and (7) working with
11 Defendant's counsel to draft and finalize the Settlement Agreement (and exhibit). Plaintiff's
12 Counsel also undertook the arduous task of locating and interviewing putative aggrieved
13 employees to verify if the PAGA claim raised individualized issues.¹⁶

14 Plaintiff's Counsel's accumulated skill and expertise contributed to the Settlement in this
15 case. Under California law, this factor (skills displayed and quality of work) also supports the
16 Attorneys' Fees Award. (*Lealao v. Beneficial Cal., Inc., supra*, 82 Cal.App.4th at p. 51.)

17 **C. The Lodestar Methodology Justifies the Attorneys' Fees Award.**

18 When a common fund is involved, courts may use the lodestar method. A court tasked
19 with cross-checking a percentage-based fee considers the reasonableness of the lodestar figure,
20 which is the time reasonably spent multiplied by the reasonable hourly compensation of the
21 attorneys. (*Serrano v. Priest* (1977) 20 Cal.3d 25, 48.) The court may then adjust, increase, or
22 decrease that figure after considering factors like the novelty and complexity of the issues, skill
23 and expertise, extent the litigation precluded other employment, and risk involved. (*Id.* at p. 49.)

24 ///

25 ///

26 ///

27 _____
28 ¹⁶ (Han Decl., *supra*, at ¶ 13.)

1 Plaintiff's Counsel spent 314.7 hours litigating this matter. Plaintiff's Counsel's hourly
2 rates are supported by the 2022 Real Rate Report that was compiled by Wolter Kluwer that
3 surveyed the hourly rates charged in 2022 by hundreds of attorneys in California. Likewise,
4 Plaintiff's Counsel's hourly rates are in line with the Laffey Matrix.¹⁷

5 ***1. Work Performed for a Reasonable Number of Hours.***

6 Counsel is entitled to compensation for every hour reasonably spent. (*Ketchum v. Moses*,
7 *supra*, 24 Cal.4th at p. 1133.) Reasonableness is assessed by "the entire course of the litigation,
8 including pretrial matters, settlement negotiations, discovery, litigation tactics, and the trial
9 itself[.]" (*Vo v. Las Virgenes Municipal Water Dist.* (2000) 79 Cal.App.4th 440, 447.)

10 This matter required a significant amount of time and labor. The Task & Time Chart
11 evidenced the numerous tasks that were performed to seek all necessary information. The Task
12 & Time Chart further illustrates that Plaintiff's Counsel spent a reasonable number of hours
13 working on this case, thereby demonstrating the application for the attorneys' fees is reasonable.¹⁸

14 The case involved, among other things, gathering and analyzing data from Defendant and
15 other sources. Plaintiff's Counsel undertook intense preparation to resolve the entire matter
16 through mediation. These preparations ranged from locating and interviewing putative aggrieved
17 employees, gathering and reviewing a myriad of documents, determining the scope of the
18 Settlement Group, verifying the strengths of the PAGA claim, engaging in formal discovery and
19 motions practice with Defendant, etc.

20 ***2. Reasonable Hourly Rate of Compensation.***

21 Plaintiff's Counsel's hourly rates are well within the range of rates charged by comparably
22 qualified attorneys in California and the legal profession in general for comparably complex
23 work. By extension, Plaintiff's Counsel's hourly rates are in line with the Laffey Matrix.¹⁹

24 ///

25 ¹⁷ (Han Decl., *supra*, at ¶¶ 32-34; Exhibits 4, 5.)

26 ¹⁸ (*Id.* at ¶ 31; Exhibit 3.)

27 ¹⁹ (*Id.* at ¶ 33; Exhibits 4, 5.)

1 Based on the attorney time expended, the base lodestar fees calculation is \$245,530,
2 resulting in a negative multiplier of 0.60 when cross-checked to the Attorneys' Fees Award.²⁰

3 **VII. THE LITIGATION COSTS AWARD SHOULD BE APPROVED**

4 The Settlement Agreement allows for Litigation Costs Award up to \$25,000. Plaintiff's
5 Counsel incurred \$24,905.30 in litigation costs and expenses. Plaintiff's Counsel request that the
6 Court order the reimbursement of these costs and expenses.²¹

7 **VIII. THE ENHANCEMENT PAYMENT SHOULD BE APPROVED**

8 The purpose of such an award is to incentivize plaintiffs to step into the shoes of the state
9 labor agency and undertake the risks associated with initiating a lawsuit and serving in a
10 representative capacity. (*Bell v. Farmers Ins. Exch.* (2004) 115 Cal.App.4th 715, 726 ("service
11 payments" compensate named plaintiff "for [her] efforts in bringing the action"); *Clark v. Am.*
12 *Residential Servs., LLC* (2009) 175 Cal.App.4th 785, 804 ("an incentive award is appropriate 'if
13 it is necessary to induce an individual to participate in the suit'"); accord *Ingram v. The Coca-*
14 *Cola Co.* (N.D. Ga. 2001) 200 F.R.D. 685, 694 (internal quotation marks omitted) ("Courts
15 routinely approve incentive awards to compensate named plaintiffs for the services they provided
16 and the risks they incurred during the course of the [...] litigation.").)

17 The Settlement provides for the payment of the Enhancement Payment of \$10,000 to
18 Plaintiff for the claimed services and contributions on behalf of the Settlement Group. Plaintiff
19 spent a substantial amount of time and effort in locating and producing relevant documents and
20 past employment records, reviewing relevant documents, and providing the facts and evidence
21 supporting the allegations. Plaintiff was available whenever needed by Plaintiff's Counsel and
22 actively tried to obtain and provide as much information as possible. Plaintiff spent numerous
23 hours speaking with Plaintiff's Counsel about the alleged violations, discussing the work
24 experience and work environment, helping Plaintiff's Counsel develop a strategy to obtain
25 additional documents, aiding Plaintiff's Counsel to determine the importance of the documents

26
27 ²⁰ (Han Decl., *supra*, at ¶¶ 32, 34.)

28 ²¹ (*Id.* at ¶ 35; Exhibit 6.)

1 produced, and reviewing the operative complaints, Defendant's answers, formal discovery
2 requests and responses, and Settlement Agreement (and exhibit). Plaintiff also made herself
3 available all day to participate in and assist with mediation.²²

4 Plaintiff was advised of and accepted the risks and sacrifices associated with serving as
5 the named plaintiff. Plaintiff is also not related to anyone associated with Plaintiff's Counsel.
6 This is further proof that Plaintiff's interests are not adverse to the Settlement Group Members.²³

7 **IX. THE ADMINISTRATION COSTS SHOULD BE APPROVED**

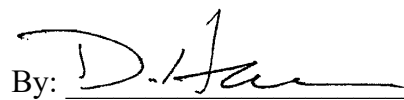
8 The Agreement provides for the payment of Administration Costs of up to \$10,000 The
9 Administration Costs are intended to cover the costs incurred by the Settlement Administrator for
10 performing its duties outlined in the Agreement. Plaintiff's Counsel have previously worked with
11 the Settlement Administrator and are familiar with its superior reputation and work.²⁴

12 **X. CONCLUSION**

13 The Settlement is fair, adequate, and reasonable, as it represents a reasonable compromise.
14 Plaintiff requests that the Court approve the Settlement, including the plan of allocation and
15 distribution of the above-mentioned payments.

16
17 Dated: March 26, 2025

JUSTICE LAW CORPORATION

18 By: 
19 Douglas Han
20 Attorneys for Plaintiff
21
22
23
24

25 ²² (Han Decl., *supra*, at ¶ 36; Declaration of Elizabeth Amador ("Amador Decl."), ¶¶ 6-10.)

26 ²³ (Han Decl., *supra*, at ¶ 36; Amador Decl., *supra*, at ¶¶ 11-14.)

27 ²⁴ (Han Decl., *supra*, at ¶ 37.)

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

PROOF OF SERVICE
1013A(3) CCP

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 751 N. Fair Oaks Ave., Ste. 101 Pasadena, California 91103. My electronic service address is shanneyan@justicelawcorp.com

On March 26, 2025, I served the foregoing document described as

**NOTICE OF MOTION AND MOTION FOR APPROVAL OF PRIVATE
ATTORNEYS GENERAL ACT (LABOR CODE § 2698, ET SEQ.)
SETTLEMENT AGREEMENT; MEMORANDUM OF POINTS AND
AUTHORITIES IN SUPPORT THEREOF**

for the following case: **Elizabeth Amador v. M S International, Inc.**
LWDA/Court Case No.: **LWDA Case No.: CM-876248-22**
Case No.: 22BBCV00450
Los Angeles County Superior Court

on interested parties in this action by electronically submitting as follows:

State of California
Labor & Workforce Development Agency
800 Capitol Mall, MIC-55
Sacramento, California 95814

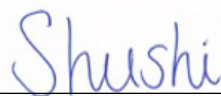
[X] BY ELECTRONIC SUBMISSION

Pursuant to California Senate Bill No. 836, I caused the documents described above to be electronically submitted by and through the procedure stated on the website of the State of California Labor and Workforce Development Agency.

[X] STATE

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on March 26, 2025, at Pasadena, California.



Sophia Hanneyan