

BIBIYAN LAW GROUP, P.C.

Vedang J. Patel (SBN 328647)

vedang@tomorrowlaw.com

Triana Henderson (SBN 359833)

thenderson@tomorrowlaw.com

1460 Westwood Boulevard

Los Angeles, California 90024

Tel: (310) 438-5555; Fax: (310) 300-1705

Attorneys for Plaintiff KAMAYA DUNN,
as an aggrieved employee, and on behalf of
all other aggrieved employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

KAMAYA DUNN, as an aggrieved employee,
and on behalf of all other aggrieved employees
under the Labor Code Private Attorneys'
General Act of 2004,

Plaintiff,

v.

CORINTHIAN INTERNATIONAL
PARKING LA, INC., a California corporation;
and DOES 1through 100, inclusive,

Defendants.

CASE NO.: 22STCV19143

*[Assigned for all purposes to the Hon. William
F. Highberger, Dept. 10]*

**PLAINTIFF'S NOTICE OF MOTION
AND MOTION FOR APPROVAL OF
REPRESENTATIVE ACTION
SETTLEMENT; MEMORANDUM OF
POINTS AND AUTHORITIES**

**[Filed concurrently with Declarations of
David D. Bibiyan, Vedang J. Patel, Kamaya
Dunn, and Jodey Lawrence; [Proposed]
Order; and [Proposed] Judgment]**

HEARING INFORMATION:

DATE: November 4, 2026

TIME: 10:00 a.m.

DEPT: 10

Action Filed: September 8, 2022

FAC Filed: May 26, 2023

Trial Date: None Set

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

2 **PLEASE TAKE NOTICE** that on November 4, 2026, at 10:00 a.m., or as soon thereafter
3 as Plaintiff Kamaya Dunn (“Plaintiff”) may be heard in Department 10 of the Los Angeles County
4 Superior Court of California, Plaintiff will, and hereby does move this Court for entry of an order
5 approving the Joint Stipulation Re: PAGA Settlement (“Settlement Agreement”), under the Labor
6 Code Private Attorneys General Act of 2004, Labor Code § 2698, *et seq.* (“PAGA”), entered into
7 by an between Plaintiff, on the one hand; and defendant Corinthian International Parking LA, Inc.
8 (“Defendant”) on the other hand; in the above-referenced action.

9 This motion is based upon this Notice, the attached Memorandum of Points and Authorities,
10 the accompanying Declarations of David D. Bibiyan, Vedang J. Patel, Plaintiff Kamaya Dunn, and
11 Jodey Lawrence, and exhibits attached thereto, the [Proposed] Order Granting Motion for Approval
12 of the Representative Action Settlement, the [Proposed] Judgment and any other evidence or
13 argument that may be presented at the hearing.

14
15 Dated: September 10, 2026

BIBIYAN LAW GROUP, P.C.

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17 BY: /s/ Vedang Patel
18 VEDANG J. PATEL
19 Attorneys for Plaintiff Kamaya Dunn,
20 on behalf of herself and all others
21 similarly aggrieved
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1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. INTRODUCTION**

3 Labor Code section 2699(l)(2) requires that the Superior Court review and approve any
4 settlement of a civil action filed pursuant to the Private Attorneys General Act of 2004, codified at
5 Labor Code section 2698, *et seq.*, (“PAGA”). Plaintiff Kamaya Dunn (“Plaintiff”) and defendant
6 Corinthian International Parking LA, Inc. (“Defendant,” and together with Plaintiff, the “Parties”),
7 have agreed to settle Plaintiff’s PAGA claims, fully resolving this case pursuant to the Joint
8 Stipulation Re: PAGA Settlement¹ (“Settlement” or “Settlement Agreement” or “Agreement”).

9 The approximately 120 “Aggrieved Employees” who are covered by the Settlement
10 Agreement are all persons currently or formerly employed by Defendant, either directly or through
11 any subsidiary, staffing agency, or professional employer organization, as non-exempt, hourly-paid
12 employees during the period from June 1, 2021 through December 16, 2025 (“PAGA Period”).

13 The Settlement Agreement provides that Defendant pays \$160,000.00² as the Gross
14 Settlement Amount. From this amount, Plaintiff requests an award of \$3,950.00 in administration
15 costs, attorneys’ fees in the amount of not more than one-third (1/3) of the Gross Settlement Amount,
16 or \$53,333.33 (as the same may be escalated pursuant to the Settlement Agreement), and
17 reimbursement of \$29,480.01 in litigation costs. Of the remaining sum (hereinafter, the “Net
18 Settlement Amount), and pursuant to the PAGA statute, seventy-five percent (75%) shall be paid to
19 the California Labor and Workforce Development Agency (“LWDA”) and twenty-five percent
20 (25%) of which will be paid to Aggrieved Employees. These penalties are genuine and meaningful

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23 ¹ A true and correct copy of the Settlement Agreement is attached as Exhibit “1” to the Declaration of Vedang J. Patel
24 (“Patel Decl.”) for the Court’s convenience.

25 ² Defendant represents that there are no more than 9,500 PAGA Pay Periods during the PAGA Period. In the event the
26 number of PAGA Pay Periods during the PAGA Period increases by more than ten percent (10%), or 950 PAGA Pay
27 Periods, then the GSA shall be increased proportionally by the PAGA Pay Periods in excess of 10,450 multiplied by the
28 Pay Period Value. The Pay Period Value shall be calculated by dividing the GSA by 9,500. The Parties agree that the
Pay Period Value amounts to \$16.84 per pay period (\$160,000 / 9,500 pay periods). Thus, for example, should there be
15,000 PAGA Pay Periods in the PAGA Period, then the GSA shall be increased by \$76,622 [(15,000 PAGA Pay
Periods – 10,450 PAGA Pay Periods) x \$16.84/pay period)]. Alternatively, should the number of pay periods increase
by more than ten percent (10%), then Defendant may elect to end the PAGA Period on the day the number of PAGA
Pay Periods reaches 10,450. Defendant shall make its election no later than forty-five (45) calendar days after full
execution of this Agreement, or within a reasonable time after the date Defendant is notified by the Administrator that
there are more than 10,450 PAGA Pay Periods in the proposed PAGA Period, whichever is later.

1 and fulfill PAGA's underlying purpose to benefit the public. Accordingly, Plaintiff requests that the
2 Court approve the Settlement as such awards are reasonable and also warrant approval.

3 **II. FACTUAL AND PROCEDURAL BACKGROUND**

4 **A. The Parties**

5 Plaintiff was a non-exempt hourly-paid employee of Defendant from approximately July of
6 2021 through approximately March of 2022. Plaintiff was employed as a Security Guard with duties
7 that included, but were not limited to, monitoring security cameras, performing regular rounds, and
8 granting access to residents who were locked out.

9 Based on information provided by Defendant, Plaintiff believes there are approximately 120
10 Aggrieved Employees in the PAGA Period.

11 **B. Procedural History**

12 Also on June 13, 2022, Plaintiff filed with the LWDA and served on Defendant a notice
13 under Labor Code section 2699.3 stating Plaintiff intended to serve as a proxy of the LWDA to
14 recover civil penalties on behalf of Aggrieved Employees for alleged Labor Code violations
15 ("PAGA Notice"). A true and correct copy of the PAGA Notice is attached to the Declaration of
16 Vedang J. Patel as Exhibit "2."

17 On September 8, 2022, Plaintiff filed representative Action by filing a Complaint in
18 Superior Court of California, for the County of Los Angeles, Case no. 22STCV29224, alleging
19 causes of action against Defendant for civil penalties under the Labor Code Private Attorneys
20 General Act of 2004 ("PAGA") based on the Labor Code violations alleged in the PAGA Notice.
21 Defendant denies the allegations in the Complaint, denies any failure to comply with the laws
22 identified therein, and denies any and all liability for the causes of action alleged.

23 On May 26, 2023, Plaintiff filed a first amended Complaint on May 26, 2023, clarifying the
24 allegations as asserted in the PAGA Notice and original complaint ("Operative Complaint").

25 Thereafter, the Parties agreed to exchange informal discovery and participate in mediation.

26 Prior to mediation, Plaintiff obtained, through informal discovery: (1) Defendant's
27 workforce, payroll and timekeeping practices during the PAGA Period; (2) all relevant policy
28 documents from Defendant; and (3) Plaintiff's personnel records.

1 On December 16, 2025, the Parties participated in a mediation presided over by Nikki Tolt,
2 Esq., of ACT Mediation, Inc., which led to this Agreement to settle the Action on a PAGA only
3 basis.

4 PAGA Counsel has conducted significant investigation of the law and facts relating to the
5 claims asserted in the Action, and has concluded that the Settlement set forth herein is fair,
6 reasonable, adequate and in the best interests of the Aggrieved Employees, and, to the extent
7 permitted by law, the State of California, taking into account the sharply contested issues involved,
8 the expense and time necessary to litigate the Action through trial and any appeals, the risks and
9 costs of further litigation, the risk of an adverse outcome, the uncertainties of complex litigation, the
10 information learned through informal discovery regarding Plaintiff's allegations, and the substantial
11 benefits to be received by Aggrieved Employees.

12 Defendant has concluded that, because of the substantial expense of defending against the
13 Action, the length of time necessary to resolve the issues presented herein, the inconvenience
14 involved and the concomitant disruption to their business operations, it is in their best interests to
15 accept the terms of the Agreement. Defendant denies each of the allegations and claims asserted
16 against it in the Action. However, Defendant nevertheless desires to settle the Action for the purpose
17 of avoiding the burden, expense, and uncertainty of continuing litigation, and for the purpose of
18 putting to rest the controversies engendered by the Action.

19 **C. Discovery and Investigation**

20 In the leadup to mediation, PAGA Counsel³ investigated Plaintiff's claims, performed legal
21 research regarding Defendant's defenses, and engaged in informal discovery. During that time,
22 Defendant produced: (1) Defendant's workforce, payroll and timekeeping practices during the
23 PAGA Period; (2) all relevant policy documents of Defendant'; and (4) Plaintiff's personnel records.

24 The above information and sampling yielded sufficient information to determine, for the
25 PAGA Period, the total number of Aggrieved Employees, the total number of shifts and PAGA pay
26 periods, the average length of shifts for Aggrieved Employees, average rates of pay, detailed
27 analyses of meal period and rest period violations, the number of Aggrieved Employees eligible for
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³ "PAGA Counsel" means David D. Bibiyan, and Vedang J. Patel of Bibiyan Law Group, P.C.

1 waiting time penalties and wage statement penalties, and the policies and practices in play during
2 the PAGA Period. The documents and information produced enabled PAGA Counsel to analyze
3 the law and facts relating to Plaintiff's claims. PAGA Counsel also retained an expert to review and
4 analyze the time and payroll records and prepare a model setting forth Defendant's potential
5 exposure for civil penalties for use in mediation. The documents and information shared also
6 enabled Plaintiff to evaluate the potential hurdles to recovery, including in connection with the
7 merits of the claims and manageability. Based on this investigation and discovery, Plaintiff was
8 able to act intelligently and effectively in negotiating the proposed Settlement.

9 **D. Mediation**

10 On December 16, 2025, the Parties participated in a mediation presided over by Nikki Tolt,
11 Esq., of ACT Mediation, Inc., which led to this Agreement to settle the Action on a PAGA only
12 basis.

13 The Settlement negotiations were at arm's length and, although conducted in a professional
14 manner, were adversarial. The Parties went into mediation willing to explore the potential for a
15 settlement of the Action, but each side was also prepared to litigate their position through trial and
16 appeal if a settlement had not been reached. After several exchanges of a memorandum of
17 understanding and ultimately a long form draft settlement agreement, the Parties fully executed the
18 Settlement Agreement, a copy of which is attached to the Declaration of Vedang J. Patel as Exhibit
19 "1" thereto.

20 Based on PAGA Counsel's investigation, informal discovery, and evaluation of Plaintiff's
21 claims, Defendant's defense regarding the merits of the claims and the manageability of a trial
22 thereon, Defendant's potential exposure, the expense and time necessary to pursue this action
23 through trial, the risks and costs of further prosecution of this action, the uncertainties of complex
24 litigation and developing law, and the benefits that will accrue to the LWDA and the Aggrieved
25 Employees, the Parties and their counsel believe that a settlement on the terms set forth herein is
26 fair, reasonable, adequate, and in the best interests of Plaintiff, Aggrieved Employees, the LWDA,
27 and Defendant.

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1 **III. SUMMARY OF SETTLEMENT**

2 **A. The Aggrieved Employees**

3 The “Aggrieved Employees” who are covered by the Settlement Agreement are all persons
4 currently or formerly employed by Defendant, either directly or through any subsidiary, staffing
5 agency, or professional employer organization, as non-exempt, hourly-paid employees during the
6 period from June 1, 2021, through December 16, 2025 (“PAGA Period”). Based on information
7 provided by Defendant prior to mediation, Plaintiff believes there are approximately 120 Aggrieved
8 Employees in the PAGA Period.

9 **B. Settlement Terms**

10 The Settlement provides for a Gross Settlement Amount (“GSA”) of \$160,000.00, as the
11 same may be escalated pursuant to the Parties’ Settlement Agreement, to be paid by Defendant. The
12 GSA shall be allocated as follows:

13 **1. Net Settlement Amount**

14 The amount of the GSA that remains after deducting the Administration Expenses Payment
15 (\$3,950.00), PAGA Counsel’s Attorneys’ Fees (\$53,333.33), and PAGA Counsel’s Litigation
16 Expenses Payment (\$29,480.01) will be designated as the Net Settlement Amount (“NSA”). If the
17 Court approves those allocations, the total estimated amount of the Net Settlement Amount is
18 \$73,236.66, as the same may be escalated pursuant to the Settlement Agreement. Pursuant to the
19 Settlement Agreement and Labor Code section 2699(i), seventy-five percent (75%) of the Net
20 Settlement Amount, or \$54,927.49 (as the same may be escalated pursuant to the Settlement
21 Agreement) will be paid to the LWDA, and the remaining twenty-five percent (25%), or \$18,309.16
22 (as the same may be escalated pursuant to the Settlement Agreement) of the Net Settlement Amount
23 will be paid to the Aggrieved Employees on a *pro rata* basis using their respective number of PAGA
24 Pay Periods⁴ worked during the PAGA Period. The estimate average payment to Aggrieved
25 Employees is approximately \$152.58 (\$18,309.16 / 120 Aggrieved Employees).

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28 ⁴ “PAGA Pay Period” means any pay period during which an Aggrieved Employee worked for Defendant for at least one (1) day during the PAGA Period.

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2. Administrator and Administration Expenses Payment

The Parties have agreed that the Administrator will be Phoenix Class Action Administration Solutions (“Phoenix”). The cost of administering the Settlement, including but not limited to, mailing the Individual PAGA Payments⁵ to the Aggrieved Employees, shall not exceed \$3,950.00 and will be paid to the Administrator from the Gross Settlement Amount.

3. PAGA Counsel’s Attorneys’ Fees and Costs

An award of attorneys’ fees is requested to PAGA Counsel in an amount not more than one-third (1/3) of the Gross Settlement Amount, which unless escalated pursuant to the Settlement Agreement, will be \$53,333.33, as well as reimbursement of litigation costs reasonably incurred in an amount of \$29,480.01.

4. Settlement Administration

Within fourteen (14) days of the Effective Date, as defined in the Agreement, Defendant will simultaneously deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. “Aggrieved Employee Data” means Aggrieved Employee identifying information in Defendant’s possession including the Aggrieved Employee’s (1) name; (2) last-known mailing address(es); (3) last known Social Security Number(s); and (4) number of pay periods worked during the PAGA Period. To protect Aggrieved Employees’ privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement.

Defendant shall fund the Gross Settlement Amount as follows: (a) \$40,000.00 shall be paid within thirty (30) days of execution of this Agreement; and (b) Defendant shall thereafter pay \$5,000.00 per month until the Gross Settlement Amount is fully paid. The final payment shall be made on or before December 31, 2027. All funds shall be deposited into an interest-bearing fund account established for the benefit of the Aggrieved Employees and the LWDA. The Administrator

⁵ “Individual PAGA Payments” refers to the Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of Pay Periods the Aggrieved Employee worked during the PAGA Period.

1 will subsequently mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the
2 Administration Expenses Payment, the PAGA Counsel Fees and Expenses Payment. The
3 Administrator will issue checks for the Individual PAGA Payments and send them to the Aggrieved
4 Employees via First Class U.S. Mail, postage prepaid, along with the PAGA Payment Letter, the
5 substance of which is attached to the Patel Decl. as Exhibit “3.”

6 The face of each check shall prominently state the date (not less than 180 days after the date
7 of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by
8 the void date. Before mailing any checks, the Administrator must update the recipients’ mailing
9 addresses using the National Change of Address Database. The Administrator must conduct an
10 Aggrieved Employee Address Search for all Aggrieved Employees whose checks are returned
11 undelivered without USPS forwarding address. Within seven (7) days of receiving a returned check,
12 the Administrator must re-mail checks to the USPS forwarding address provided or to an address
13 ascertained through the Aggrieved Employee Address Search. For any Aggrieved Employee whose
14 check is uncashed and cancelled after the void date, the Administrator shall transmit the funds
15 represented by such checks, together with any accrued interest, to Legal Aid at Work, 180
16 Montgomery Street, Suite 600, San Francisco, California 94104, for use in Los Angeles County in
17 the name of the Aggrieved Employee.

18 **5. Taxes**

19 The Administrator will report Individual PAGA Payments on IRS Form 1099. Aggrieved
20 Employees assume full responsibility and liability for any taxes owed on their Individual PAGA
21 Payment. The Parties do not expect there to be any employer-side taxes arising from this Settlement
22 because this is a settlement of a representative action for civil penalties. If it is determined that
23 employer-side taxes exist on the Gross Settlement Amount, such taxes will be funded by the Gross
24 Settlement Amount.

25 **6. Release**

26 Effective on the date when Defendant fully funds the entire Gross Settlement Amount, for
27 the duration of the PAGA Period, Plaintiff, PAGA Counsel, and all Aggrieved Employees are
28 deemed to release, on behalf of themselves, and their respective former and present representatives,

1 agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims
2 for civil penalties under PAGA that were asserted in Plaintiff's PAGA Notice and the Operative
3 Complaint, or that reasonably could have been asserted based on the facts alleged in the PAGA
4 Notice and the Operative Complaint.

5 **7. Escalator Provision**

6 Defendant represents that there are no more than 9,500 PAGA Pay Periods during the PAGA
7 Period. In the event the number of PAGA Pay Periods during the PAGA Period increases by more
8 than 10%, or 950 PAGA Pay Periods, then the GSA shall be increased proportionally by the PAGA
9 Pay Periods in excess of 10,450 multiplied by the Pay Period Value. The Pay Period Value shall be
10 calculated by dividing the GSA by 9,500. The Parties agree that the Pay Period Value amounts to
11 \$16.84 per pay period (\$160,000 / 9,500 pay periods). Thus, for example, should there be 15,000
12 PAGA Pay Periods in the PAGA Period, then the GSA shall be increased by \$76,622 [(15,000
13 PAGA Pay Periods – 10,450 PAGA Pay Periods) x \$16.84/pay period)]. Alternatively, should the
14 number of pay periods increase by more than ten percent (10%), then Defendant may elect to end
15 the PAGA Period on the day the number of PAGA Pay Periods reaches 10,450. Defendant shall
16 make its election no later than forty-five (45) calendar days after full execution of this Agreement,
17 or within a reasonable time after the date Defendant is notified by the Administrator that there are
18 more than 10,450 PAGA Pay Periods in the proposed PAGA Period, whichever is later.

19 **8. Uncashed Checks**

20 All checks mailed to the Settlement Class Members and Aggrieved Employees that are not
21 cashed within 180 days of the date of issuance of the check shall be transmitted to Legal Aid at
22 Work, 180 Montgomery Street, Suite 600, San Francisco, California 94104, for use in Los Angeles
23 County in the name of the Aggrieved Employee who did not claim the funds.

24 **IV. ARGUMENT**

25 **A. The PAGA Penalties Secured By The Settlement Are Genuine And Meaningful And** 26 **Fulfill PAGA's Underlying Purpose To Benefit The Public**

27 The PAGA statute specifically provides that "[t]he superior court shall review and approve
28 any settlement of any civil action filed pursuant to this part." (Lab. Code, § 2699, subd. (1)(2).) The

1 statute, however, does not require a two-step process or otherwise mimic the class action approval
2 requirements when the parties reach a settlement only as to PAGA civil penalties. (*Salazar v. Sysco*
3 *Central Cal., Inc.* (E.D. Cal. Feb. 2, 2017) 2017 WL 1135801, *2 [rejecting the application of class
4 action settlement rules and procedures for PAGA settlement approval]). In the absence of an
5 explicit statutory requirement, the LWDA has provided guidance, explaining that courts should
6 evaluate settlements of PAGA claims based on whether “the relief provided for under the PAGA
7 [is] genuine and meaningful, consistent with the underlying purpose of the statute to benefit the
8 public.” (*O’Connor v. Uber Techs., Inc.* (N.D. Cal. 2016) 201 F. Supp. 3d 1110, 1133.). Courts
9 defer to the agency’s interpretation of a statute where authority has been delegated to that agency.
10 (*New Cingular Wireless PCS, LLC v. Pub. Utilities Comm’n* (2016) 246 Cal.App.4th 784, 807.)
11 When evaluating a PAGA settlement, the Court should analyze whether the amount of civil penalties
12 obtained is “genuine and meaningful” in light of the PAGA’s statutory purpose.

13 The California Legislature enacted PAGA to “augment the limited enforcement capability
14 of the [LWDA] by empowering employees to enforce the Labor Code as representatives of the
15 Agency.” (*Iskanian v. CLS Transp. Los Angeles, LLC* (2014) 59 Cal.4th 348, 383.). This statute
16 authorizes an employee to bring an action for “civil penalties on behalf of the state against his or
17 her employer for Labor Code violations committed against the employee and fellow employees.”
18 (*Id.* at 360.). An action under PAGA to recover civil penalties “is essentially a law enforcement
19 action designed to protect the public and not benefit private parties.” (*Id.* at 381.). Fundamentally,
20 “a PAGA action is a statutory action in which the penalties available are measured by the number
21 of Labor Code violations committed by the employer.” (*Sakkab v. Luxottica Retail North America,*
22 *Inc.* (9th Cir. 2015) 803 F.3d 425, 435.) “As the state’s proxy, an employee-plaintiff may obtain
23 civil penalties for violations committed against absent employees [citation], just as the state could
24 if it brought an enforcement action directly.” (*Id.*)

25 Under the general provisions of the PAGA scheme, seventy-five (75%) of the civil penalties
26 recovered go to the State, while the remaining amount is given to the aggrieved employees. (Lab.
27 Code, § 2699, subd. (i).) The PAGA action is one of the “primary mechanisms for enforcing the
28 Labor Code.” (*Iskanian*, 59 Cal.4th at 383.) As the State’s proxy or agent, “the employee plaintiff

1 represents the same legal right and interest as state labor law enforcement agencies- namely,
2 recovery of civil penalties that otherwise would have been assessed by and collected by the
3 [LWDA].” (*Id.*) “[A]n aggrieved employee’s action under [PAGA] functions as a substitute for an
4 action brought by the government itself.” (*Id.*) The goal of PAGA is to impose civil penalties for
5 Labor Code violations “significant enough to deter violations.” (*Id.* at 379.)

6 Thus, a PAGA action is “fundamentally different from a class action.” (*Baumann v. Chase*
7 *Inv. Servs. Corp.* (9th Cir. 2014) 747 F.3d 1117, 1123 [“These differences stem from the central
8 nature of PAGA. PAGA plaintiffs are private attorneys general who, stepping into the shoes of the
9 LWDA, bring claims on behalf of the state agency.”]. The PAGA statute expressly distinguishes
10 and preserves the right of employees to separately (or concurrently) pursue their own causes of
11 action against their employers and to recover other available federal and state remedies. (Lab. Code,
12 § 2699, subd. (g)(1); *see Baumann*, 747 F.3d at 1123 [explaining the differences between the finality
13 in class action judgments and the limited res judicata effect of PAGA judgments].) “Unlike a class
14 action seeking damages or injunctive relief for injured employees, the purpose of PAGA is to
15 incentivize private parties to recover civil penalties for the government that otherwise may not have
16 been assessed and collected by overburdened state enforcement agencies.” (*McKenzie v. Federal*
17 *Exp. Corp.* (C.D. Cal. 2011) 765 F. Supp. 2d 1222, 1233.) PAGA penalties do not seek damages
18 that are compensatory in nature. (*ZB, N.A. v. Superior Court* (2019) 8 Cal.5th 175, 188.)

19 Here, PAGA Counsel believes the Settlement penalizes Defendant for its alleged violation
20 of California’s labor laws, provide a significant benefit of \$73,236.66 (as the same may be escalated
21 pursuant to the Settlement) to the State and also provides relief to the Aggrieved Employees that is
22 genuine and meaningful, consistent with the underlying purpose of the statute to benefit the public.
23 Lastly, the Gross Settlement Amount of \$160,000.00, as the same may be escalated pursuant to the
24 Settlement Agreement, is significant enough to deter Defendant from future violations.
25 Accordingly, the Settlement fulfills the underlying purpose of the statute and confers a substantial
26 benefit on the public.

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1 **B. The Settlement Is Reasonable Given The Risks Of Further Litigation**

2 In assessing whether the amount in civil penalties is genuine and meaningful, the Court may
3 balance the amount in penalties with the risks of further litigation. Here, Plaintiff obtained a
4 meaningful amount in civil penalties despite facing significant challenges had the litigation
5 continued.

6 The potential claims for penalties include, failure to pay all wages due, failure to provide
7 minimum wages or pay for all hours worked, failure to pay overtime compensation, failure to
8 provide meal and/or rest periods, failure to pay proper meal or rest period premiums, failure to
9 provide and maintain accurate itemized wage statements, failure to timely pay wages due at the time
10 of separation of employment, and failure to reimburse all business-related expenses.

11 Moreover, only initial violation rates were used in calculating potential penalties as, until
12 “notified that it is violating a Labor Code provision ... the employer cannot be presumed to be aware
13 that its continuing underpayment of employees is a “violation” subject to penalties.” (*Amaral v.*
14 *Cintas Corp. No. 2 [Amaral]* (2008) 163 Cal. App. 4th 1157, 1209.) Thus, subsequent violations
15 in the PAGA context means not just later in time but following notice to the employer that it is in
16 violation of the Labor Code. (*Patel v. Nike Retail Servs., Inc.* (N.D. Cal. 2014) 58 F.Supp.3d 1032,
17 1042; *accord Amaral*, 163 Cal. App. 4th at 1209 [only “after the employer has learned its conduct
18 violates the Labor Code, the employer is on notice that any future violations will be punished ... at
19 twice the rate of penalties ... that were imposed for the initial violation”].) Because in this instance
20 there was no evidence that Defendant was provided notice that they were in violation of the Labor
21 Code, initial violation rates were used to calculate penalties.

22 At the time of mediation and based on the records produced by Defendant, Plaintiff
23 understood there to be 9,500 PAGA Pay Periods during the PAGA Period. While PAGA Counsel
24 are informed and believe that reasonable minds differ with regard to calculation of PAGA penalties,
25 PAGA Counsel believes one reasonable calculation of Defendant’s maximum exposure in PAGA
26 penalties is as follows:

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- 1 1. Minimum Wage Violations: Labor Code section 1197.1 prescribes penalties of \$100 for
2 an initial violation and \$200 for each subsequent violation. Using the initial pay period
3 rate for all violations, and a violation every single pay period for every single non-exempt
4 employee in the PAGA Period, this amounts to a maximum exposure of \$950,000 (9,500
5 pay periods x \$100).
- 6 2. Overtime Violations: Labor Code section 558 prescribes penalties of \$50 for an initial
7 violation and \$100 for each subsequent violation. Using the initial pay period rate for
8 all violations, and a violation every single pay period for every single non-exempt
9 employee in the PAGA Period, this amounts to a maximum exposure of \$475,000 (9,500
10 pay periods x \$50).
- 11 3. Meal Period Violations: Labor Code section 558 prescribes penalties of \$50 for an initial
12 violation and \$100 for each subsequent violation. Using the initial pay period rate for
13 all violations, and a violation every single pay period for every single non-exempt
14 employee in the PAGA Period, this amounts to a maximum exposure of \$475,000 (9,500
15 pay periods x \$50).
- 16 4. Rest Period Violations: Labor Code section 558 prescribes penalties of \$50 for an initial
17 violation and \$100 for each subsequent violation. Using the initial pay period rate for
18 all violations, and a violation every single pay period for every single non-exempt
19 employee in the PAGA Period, this amounts to a maximum exposure of \$475,000 (9,500
20 pay periods x \$50).
- 21 5. Wage Statement Violations: According to *Gunther v. Alaska Airlines, Inc.* (2021) 287
22 Cal.Rptr.3d 229, in this instance, Labor Code section 2699 would be the appropriate
23 penalty for wage statement violations that are inaccurate, which prescribes penalties of
24 \$100 for an initial violation and \$200 for each subsequent violation. (*Id.* at 247-248.)
25 Using the initial pay period rate for all violations, and a violation every single pay period
26 for every single Aggrieved Employee in the PAGA Period, this amounts to a maximum
27 exposure of \$950,000 (9,500 pay periods x \$100).

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1 6. Waiting Time Penalties: Labor Code section 558 prescribes penalties of \$50 for an initial
2 violation and \$100 for each subsequent violation. Because this violation is merited only
3 at separation of employment, a one hundred percent (100%) violation rate would likely
4 include be just one violation per employee. Plaintiff's Counsel contends that there were
5 approximately 120 Aggrieved Employees separated from the company during the
6 relevant time period. This amounts to a maximum exposure of \$12,000 (120 Aggrieved
7 Employees x \$100).

8 7. Failure to Reimburse Work Expenses: Labor Code section 2699 would be the appropriate
9 penalty for failure to reimburse work expenses, which prescribes penalties of \$100 for
10 an initial violation and \$200 for each subsequent violation. Using the initial pay period
11 rate for all violations, and a violation every single pay period for every single Aggrieved
12 Employee in the PAGA Period, this amounts to a maximum exposure of \$950,000 (9,500
13 pay periods x \$100).

14 In sum, PAGA Counsel calculated Defendant's total maximum exposure for PAGA
15 violations if the Court were to find a one hundred percent (100%) violation rate for every Aggrieved
16 Employee every pay period, allow "stacking" of PAGA Penalties (i.e. multiple penalties for
17 different Labor Code violations in the same pay period), and not exercise its discretion to reduce
18 any of those penalties to be \$4,287,000.

19 On the other hand, PAGA Counsel understands that Defendant argued the following in
20 connection with this claim: Defendant contends that no PAGA penalties are likely to be awarded
21 and, even if they were, the maximum exposure calculated by Plaintiff is vastly overstated. First,
22 Defendant defends that PAGA penalties cannot and should not be stacked, specifically including
23 penalties arising from violations of Labor Code sections 201–203, 204, and 226, and that, even if
24 they could, very few Courts have ever exercised discretion to stack them. Second, Defendant denies
25 that a violation for each pay period can be established. Third, Defendant contends that a Court is
26 unlikely to exercise its discretion to award civil penalties under PAGA where, as here, Defendant
27 contends there is no conduct that would show any Labor Code violations by Defendant, if any, is
28 knowing and intentional that would justify PAGA penalties. Finally, Defendant asserts that

1 individualized issues predominate the PAGA claims, making the claims unmanageable for trial.
2 Thus, Defendant contends that the Court cannot, should not, and will not exercise its discretion to
3 award any penalties under PAGA.

4 While Plaintiff is confident in the merits of the case, a legitimate controversy exists as to
5 each predicate Labor Code violation. For example, Plaintiff contends that the Aggrieved Employees
6 were subjected to, *inter alia*, not being paid for all time under Defendant's control, unlawful meal
7 and rest break policies, and were denied meal and rest break premiums. Defendant refutes these
8 contentions, claiming, for example, that everyone was paid for all time worked, they authorized and
9 permitted rest breaks, and provided meal periods.

10 Plaintiff also considered the fact that continued litigation would be expensive, time-
11 consuming and an uncertain proposition, involving a trial and possible appeals, and would delay
12 any recovery to the State and the Aggrieved Employees. There is also a substantial risk that the
13 Court would reduce the award even if Plaintiff was successful or otherwise exercises its discretion
14 not to award penalties at all even if Labor Code violations are found. In contrast, if the Court
15 approves the Settlement, the Aggrieved Employees will receive timely relief and avoid the risk of
16 an unfavorable judgment. Plaintiff objectively and knowledgably balanced the strengths and
17 weaknesses of their claims, the likelihood of reaching a trial, and the likelihood of success at trial
18 against the risk of continued litigation and was able to determine a realistic range of settlement
19 recovery for PAGA penalties.

20 As such, PAGA Counsel believes a twenty-five (25%) valuation of this theoretical maximum
21 exposure, resulting in **\$1,071,750.00 to be a reasonable estimate of the likelihood of what**
22 **Plaintiff may potentially recover at trial for PAGA penalties** (\$4,287,000 x 0.25). In all, PAGA
23 Counsel obtained a Gross Settlement Amount of \$160,000.00.

24 Thus, when the risks of litigation, including, without limitation, the burdens of proof
25 necessary to establish liability, and the mixed case law on manageability, that no recovery may have
26 been possible whatsoever, as well as the probability of appeal of a favorable judgment are
27 considered, it is clear that the Settlement is reasonable and in the best interest of the State and the
28 public. The Settlement therefore accomplishes PAGA's objectives by imposing sufficient civil

1 penalties “to punish and deter” Defendant from future alleged Labor Code violations, while also
2 ensuring that the penalties are not “unjust, arbitrary and oppressive, or confiscatory.” (Lab. Code,
3 § 2699, subd. (e)(2); *Iskanian*, 59 Cal.4th at 384.)

4 **C. PAGA Counsel’s Requested Fees and Costs Are Reasonable**

5 PAGA Counsel are entitled to reasonable attorneys’ fees pursuant to Labor Code section
6 2699(g)(1) which provides that “[a]ny employee who prevails in any action shall be entitled to an
7 award of reasonable attorney’s fees and costs.” (Lab. Code, § 2699, subd. (g)(1); see also *Gouskos*
8 *v. Aptos Village Garage, Inc.* (2001) 94 Cal.App.4th 754, 765 [holding that attorneys’ fees to
9 prevailing party are mandatory when the statute uses the word “shall”].) Additionally, PAGA
10 Counsel are entitled to fees based on the contingent agreement with its clients. It is undisputed that
11 Plaintiffs are the prevailing party. (*See Graciano v. Robinson Ford Sales, Inc.* (2006) 144
12 Cal.App.4th 140, 153, internal citations omitted [“[P]laintiffs may be considered ‘prevailing parties’
13 for attorney’s fee purposes if they succeed on any significant issue in the litigation that achieves
14 some of the benefit the parties sought in bringing suit.”])

15 Accordingly, Plaintiff is entitled to recover attorneys’ fees and costs. Plaintiff requests a fee
16 of one-third (1/3) of the Gross Settlement Amount, which, unless and until escalated pursuant to the
17 Parties’ Settlement Agreement, amounts to \$53,333.33, is reasonable, is well within the range of
18 fees generally sought and approved in other class and representative cases and is also reasonable
19 based on PAGA Counsel’s lodestar.

20 **1. An Award of Fees Based on a Percentage of the Common Fund is Appropriate**
21 **and Reasonable**

22 The percentage of attorneys’ fees set forth in the Settlement (*i.e.*, not more than one-third
23 (1/3) of the GSA) is reasonable. Historically, courts have awarded percentage fees in the range of
24 20% to 50% in collective actions, depending on the circumstances of the case. (Newberg on Class
25 Actions, 4th Ed. 2002, § 14: 6.) Furthermore, California and federal courts have long recognized
26 that a percentage of recovery for attorneys’ fees is properly awarded on the basis of the total
27 recovery. (*Boeing v. Van Gemert* (1980) 444 U.S. 472, 480-481; *see also In re Consumer Privacy*
28 *Cases* (2009) 175 Cal.App.4th 545, 558, fn.13, emphasis added [“Empirical studies show that,

1 regardless whether the percentage method or the lodestar method is used, fee awards in class actions
2 average around *one-third* of the recovery”].)

3 Here, the requested fee of only one-third (1/3) of the Gross Settlement Amount is consistent
4 with the fees awarded in other PAGA settlements approved by California courts. (*See, e.g., Ortiz v.*
5 *Morgan Stanley Smith Barney, LLC* San Francisco County Superior Court, Case No. CGC-17-
6 560139 [awarding attorneys’ fees of one-third under percentage method]; *Chavez v. Saticoy Lemon*
7 *Ass’n Case No. 56-2015-00468600-CU-OE-VTA*, 2015 WL 5561118, Ventura County Superior
8 Court Aug. 29, 2015) [approving attorneys’ fees of one-third of PAGA settlement fund]; *Tocci v.*
9 *Yard House Northridge LLC*, Los Angeles County Superior Court Case No. BC625604 [same];
10 *Jozami v. Twilio Inc.*, San Francisco County Superior Court Case No. CGC-18-566356 [same].)

11 PAGA Counsel invested time and resources into litigating this Action, with nearly \$30,000
12 of costs to date and counting deferred to the end of the case and entirely contingent on the outcome
13 which, as set forth above, the recovery of which was far from certain with much of the litigation
14 still potentially pending. It has been a long-recognized principle that an attorney merits a
15 significantly larger fee when the compensation is contingent, rather than being fixed on a time or
16 contractual basis. (*Vizcaino v. Microsoft Corp.* (9th Cir. 2002) 290 F.3d 1043, 1048-51.) During
17 the period that this Action has been pending, PAGA Counsel has advanced all expenses, and has
18 not received any compensation for prosecuting the Action on behalf of the State and other Aggrieved
19 Employees.

20 The significant outlay of monetary and personnel resources has been completely at risk and
21 wholly dependent upon obtaining a substantial settlement or the imposition of civil penalties at trial.
22 Plaintiff’s Counsel should not be penalized with a lower fee for settling the case prior to trial,
23 because the percentage of the fund method “encourages early settlement, which avoids protracted
24 litigation.” (*Laffitte v. Robert Half Int’l* (2016) 1 Cal.5th 480, 489.) Thus, the requested award of
25 attorneys’ fees is reasonable under the percentage of the fund method.

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1 **2. The Requested Fees are Also Reasonable Under a Lodestar Crosscheck.**

2 To measure reasonableness, the Court may cross-check the percentage of recovery against
3 Plaintiff's Counsels' lodestar. (*Laffitte*, 1 Cal.5th at 506; *see Privacy Cases*, 175 Cal.App.4th at 556-
4 58.) PAGA Counsel's lodestar is based upon a total of 240.3 hours at customary hourly rates.

5 To summarize PAGA Counsel's lodestar request, PAGA Counsel at Bibiyan Law Group,
6 P.C., will have collectively worked approximately 240.3 hours. PAGA Counsel's hourly rate in this
7 case for David D. Bibiyan is \$1,200 per hour (approx. 11.4 hours); Sarah Cohen is \$1,000 per hour
8 (approx. 45.3 hours); Vedang J. Patel is \$900 per hour (approx. 26.7 hours); Keaton Mendoza is
9 \$450 per hour (approx. 21.9 hours); Triana Henderson is \$450 per hour (approx. 14.2 hours);
10 Paralegals are \$200 per hour (approx. 14.3 hours); and Legal Assistants are \$95 per hour (approx.
11 9.1 hours). At PAGA Counsel's hourly rates, this results in a total lodestar amount of \$161,240.

12 In total, PAGA Counsel have expended 240.3 hours, and at their hourly rates, this results in
13 a total lodestar amount of \$161,240. PAGA Counsel requests attorneys' fees of only \$56,000.00.

14 **3. PAGA Counsel's Hours Are Reasonable**

15 In determining whether the number of hours expended on the litigation was reasonable, the
16 court must determine that "the time spent was reasonably necessary and that [] counsel made 'a
17 good faith effort to exclude from the fee request hours that are excessive, redundant, or otherwise
18 unnecessary.'" (*Jordan v. Multnomah County* (9th Cir. 1987) 815 F.2d 1258, 1263 fn. 8.) The court
19 "should defer to the winning lawyer's professional judgment as to how much time he was required
20 to spend on the case." (*Moreno v. City of Sacramento* (9th Cir. 2008) 534 F.3d 1106, 1112 [noting
21 that "[l]awyers are not likely to spend unnecessary time on contingency fee cases in the hope of
22 inflating their fees. The payoff is too uncertain, as to both the result and the amount of the fee."]).
23 "Testimony of an attorney as to the number of hours worked on a particular case is sufficient
24 evidence to support an award of attorney fees, even in the absence of detailed time records" (*Martino*
25 *v. Denevi* (1986) 182 Cal.App.3d 553, 559, citations omitted; *see also Wershba*, 91 Cal.App.4th at
26 255 ["California permits fee awards in the absence of detailed time sheets"]; *Laffitte*, 1 Cal.5th at
27 505 [trial court properly exercised its discretion to perform the lodestar cross-check "using counsel
28 declarations summarizing overall time spent rather than demanding and scrutinizing daily time

1 sheets in which the work performed was broken down by individual task”].)

2 PAGA Counsel at Bibiyan Law Group, P.C., has spent over 240 hours litigating this Action
3 to bring it to resolution, not including time which will be expended monitoring the administration
4 of the settlement and distribution of funds to Aggrieved Employees. The efforts expended by PAGA
5 Counsel to achieve this result include, but are not limited to, the following:

- 6 • Investigation of the matter, including meeting with Plaintiff, reviewing policies provided
7 by Plaintiff, reviewing documents in Plaintiff’s possession, reviewing and analyzing
8 Plaintiff’s personnel files, and exploring Defendant’s corporate structure to determine
9 whether any other individuals or entities should be named in the litigation;
- 10 • Compliance with prerequisites in connection with Plaintiff’s cause of action under
11 PAGA;
- 12 • Filing and serving of the PAGA Notice;
- 13 • Filing and serving pleadings in the Action, including the initial complaint in both the Class
14 Action and instant PAGA Action, as well as the First Amended Complaint in the instant
15 Action;
- 16 • Reviewing and analyzing Defendant’s answers to Plaintiff’s initial complaints;
- 17 • Meeting and conferring with Defendant’s counsel regarding the enforceability of the
18 purported arbitration agreement signed by Plaintiff;
- 19 • Meeting and conferring with counsel for Defendant regarding same while the Parties
20 engaged in informal discovery and focused their efforts on mediation;
- 21 • Drafting Stipulation for Order Granting Plaintiff Leave to File First Amended Complaint;
- 22 • Review and analysis of informal discovery, consisting of time and payroll records for a
23 sampling of the Aggrieved Employees, employee handbooks containing Defendant’s
24 policies and procedures;
- 25 • Review and analysis of the Court’s Minute Orders, attention to scheduling and delegation of
26 actions in light thereof, meeting and conferring with Defendant’s counsel, drafting and filing
27 Joint Reports and Joint Statements in advance of conferences and hearings held by the Court,
28 and preparation and attendance of the same;

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- 2 • Discussing the potential merits of mediation, as well as negotiating the parameters thereof
- 3 and the informal discovery to be exchanged beforehand, which involved iterations of written
- 4 correspondence back and forth and several telephone discussions between counsel regarding
- 5 the potential scope of discovery, as well as the scope of the pleadings;
- 6 • Working with opposing counsel and consultants for the receipt of time records, payroll
- 7 records, and data points for Aggrieved Employees, and analyzing the same with the aid of
- 8 retained expert data consultants and Plaintiff to perform analyses of liability and exposure;
- 9 • Selecting a mediator and scheduling a mediation date;
- 10 • Preparation of mediation brief, analysis, and damages model in conjunction with expert data
- 11 consultants, for use at the mediation session;
- 12 • Attendance at a full-day session of mediation by various attorneys;
- 13 • Extensive negotiation over the course of several months, with the assistance of a mediator,
- 14 regarding the terms and parameters of the settlement;
- 15 • Extensive negotiation regarding the terms of the memorandum of understanding, finalizing
- 16 and fully executing the same;
- 17 • Extensive negotiation regarding the terms of the long form settlement agreement, finalizing
- 18 and fully executing the same;
- 19 • Drafting and reviewing the PAGA Payment Letter;
- 20 • Selecting a third-party administrator with counsel for Defendant for administration of the
- 21 PAGA Payment Letter to Aggrieved Employees and obtaining bids for settlement
- 22 administration;
- 23 • Communicating with Plaintiff who requested updates or other information regarding this
- 24 matter;
- 25 • Working with opposing counsel and the Administrator to ensure timely administration of the
- 26 PAGA Payment Letter to Class Members; and
- 27 • Preparing the instant Motion for Approval.

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2 PAGA Counsel also bears the risk of taking whatever actions are necessary if Defendant
3 fails to pay. Thus, the Court should find that PAGA Counsel's hours were necessary and reasonable
4 to achieve the excellent result here. PAGA Counsel's hourly rates are in line with, and, in fact,
5 modest, compared with the hourly rates of other Counsel in similar actions.

6 And, the over 240 hours expended by the lawyers and staff members of Bibiyan Law Group,
7 P.C. in connection with this Action and more fully detailed in the Declaration of David D. Bibiyan
8 filed concurrently herewith, is only a calculation of efforts made thus far; it does not include the
9 time that will be spent preparing for and attending the approval hearing, reviewing the
10 Administrator's final calculations, and subsequent coordination with the Administrator to ensure
11 payments to Aggrieved Employees are timely distributed. Thus, PAGA Counsel request that the
12 Court find that these hours are reasonable in this litigation.

13 The courts are quite liberal in the evidence required to prove an attorney's hours. Detailed
14 time records are not required. An attorney's testimony alone may suffice. "Testimony of an attorney
15 as to the number of hours worked on a particular case is sufficient evidence to support an award of
16 attorney fees, even in the absence of detailed time records." (*Martino v. Denevi* (1986) 182
17 Cal.App.3d 553, 559.).

18 Reasonable hours include, in addition to time spent during litigation, the time spent before
19 the action is filed, including time spent interviewing the clients, investigation of the facts and the
20 law, and preparing the initial pleadings. (*New York Gaslight Club, Inc. v. Carey* (1980) 447 U.S.
21 54, 62. Further, the fee award should include fees incurred to establish and defend the attorney's
22 fee claim. (*Serrano v. Priest* (1982) 32 Cal. 3d 621, 639.). Here, PAGA Counsel has established
23 by declaration testimony the over 240 hours spent in this case, which suffices for evidentiary
24 purposes.

25 Once the Court establishes the lodestar amount, it may enhance the fee award by a multiplier
26 in order to make an appropriate fee award. (*Serrano*, 20 Cal.3d at 48). The pertinent factors include
27 the difficulty of the questions involved and the skill in presenting them, the contingent nature of the
28 fee award, the extent to which the litigation precluded other employment, and the percentage-of-

1 the-fund the attorney would have received on the fair market. (*Id.*) However, this list is not
2 exhaustive, and the Court can consider other factors it deems important in setting the multiplier.
3 (*Id.* at 40.) A limitation in setting the multiplier is that the Court cannot duplicate factors already
4 included in the lodestar. (*Ketchum v. Moses* (2001) 24 Cal. 4th 1122, 1139.).

5 Multipliers are commonly awarded in cases accepted on a contingent basis. (*Ketchum v.*
6 *Moses* (2001) 24 Cal.4th 1122, 1133 [contingent risk multipliers applied to attract attorneys to cases
7 of significant societal importance and “to compensate them for the risk of loss generally in
8 contingency cases *as a class.*”]; *Krumme v. Mercury Ins. Co.* (2004) 123 Cal.App.4th 924, 947
9 [contingency fee factor *alone* supported a multiplier].) Indeed, it is virtually impossible to bring a
10 plaintiff’s counsel’s compensation “into line with incentives they have to undertake claims for which
11 they are paid on a fee-for-services basis” unless a premium (*i.e.*, a multiplier) is provided. (*Ketchum*,
12 24 Cal.4th at 1132.) “Multipliers can range from two to four or even higher”. (*Wershba v. Apple*
13 *Computer, Inc.* (2001) 91 Cal.App.4th 224, 254, disapproved on another ground in *Hernandez*
14 *Restoration Hardware, Inc.* (2018) 4 Cal.5th 260, 273-74, fn. 4.)

15 PAGA Counsel has been representing Plaintiff for nearly four years, while never receiving
16 any compensation, and expending significant time and resources which could have been directed
17 towards other cases. In agreeing to litigate this case on a contingent fee basis, PAGA Counsel
18 assumed considerable risk given the uncertain outcome of PAGA actions.

19 In applying a multiplier, *Newberg on Class Actions* states that “[m]ultipliers ranging from
20 one to four frequently are awarded in common fund cases when the lodestar method is applied. A
21 large common fund award may warrant an even larger multiplier.” (*Id.*, Vol. 3, §14.03, pp. 14-5,
22 Dec. 1992.)

23 Here, no multiplier is necessary as PAGA Counsel has incurred far more in attorneys’ fees
24 than Plaintiff’s Counsel requests in fees from the Gross Settlement Amount. The risk of nonpayment
25 in this Action was particularly acute, too, because litigating a PAGA representative action through
26 trial takes years and requires the investment of tens (if not hundreds) of thousands of dollars and
27 thousands of hours of time. Attorneys willing to undertake this risk deserve a high rate of recovery.
28 Should a multiplier have been requested, it would have been warranted.

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2 a. Plaintiff Would Be Entitled to a Multiplier Based on a Percentage of the Fund to
3 Ensure that the Fee Awarded is Within the Range of Fees Freely Negotiate in the
4 Legal Marketplace in Comparable Litigation

5 Here, a multiplier is not necessary. Had it been necessary, a multiplier to reach the fees
6 requested by PAGA Counsel is more than justified to compensate PAGA Counsel at a rate
7 reflecting the risk of nonpayment in this matter, as PAGA Counsel's representation of Plaintiff
8 was purely on a contingent basis. As set forth herein, the risk of nonpayment in this Action was
9 particularly acute, too. This is because litigating a PAGA representative action through trial takes
10 years and requires the investment of tens (if not hundreds) of thousands of dollars and thousands
11 of hours of time. Attorneys willing to undertake this risk deserve a high rate of recovery.

12 Moreover, wage-and-hour laws are still developing, and change in the law always threaten
13 to wipe out the plaintiff's attorney. In fact, numerous appellate decisions and decisions of both
14 the California and United States Supreme Courts have attacked the validity of PAGA actions
15 directly relevant to this case, which, as set forth herein, could have significantly affected its value.
16 It is this contingent nature of these cases that justify an award when and if PAGA Counsel are
17 able to obtain a settlement or verdict, because oftentimes no money is recovered in a case,
18 including plaintiff's counsel's costs, let alone their time.

19 b. The Quality of Representation, the Novelty, and Complexity of the Issues and
20 Results Obtained

21 PAGA Counsel used a high level of skill in addressing the difficult questions presented in
22 this case, which involved the contested issues regarding: the compliance of various of Defendant's
23 policies with the Labor Code, including whether all time worked was paid for; whether meal
24 and/or rest breaks were given in compliance with the Labor Code; issues regarding the timeliness
25 of pay, including whether all pay was received by termination or resignation; the sufficiency and
26 accuracy of wage statements (including whether issues therewith, if any, were intentional or
27 injurious); and various other issues. Proof of PAGA Counsel's skill in this area of law lies in the
28 size of this Settlement and the recoveries of the State and Aggrieved Employees despite

1 Defendant's contentions that Plaintiff's unpaid wages claims are speculative; Defendant's
2 contention that its meal and rest period policies were compliant; and other hurdles encountered by
3 PAGA Counsel that were traversed in reaching this Settlement pertaining to evolving case law
4 regarding PAGA actions.

5 *c. This Litigation Precluded Other Employment by PAGA Counsel*

6 A practitioner can only properly litigate so many cases at one time. The requirements of
7 this case were significant, requiring over 240 hours to be expended to date by PAGA Counsel,
8 and another twenty-five (25) to fifty (50) hours conservatively expected to be expended in the
9 future in connection with approval, settlement administration, answering questions of Aggrieved
10 Employees, and updates to this Court regarding uncashed checks. PAGA Counsel was also most
11 definitely precluded from other employment. This factor must also be considered.

12 **4. PAGA Counsel's Hourly Rates Are Reasonable**

13 PAGA Counsel's hourly rates for attorneys are: \$1,200, \$1,000, \$900, \$600, and \$450, with
14 paralegal and legal assistant's hourly rates at \$200 and \$95, respectively.

15 At this requested rate, this results in a total lodestar amount of \$161,420. A reasonable hourly
16 rate is the prevailing rate charged by attorneys of similar skill and experience in the relevant
17 community. (*PLCM Group, Inc. v. Drexler* (2000) 22 Cal. 4th 1084, 1095.) The Court may consider
18 other factors when determining a reasonable hourly rate, *e.g.*, the attorney's skill and experience, the
19 nature of the work performed, the relevant area of expertise, and the attorney's customary billing
20 rates. (*Flannery v. California Highway Patrol* (1998) 61 Cal. App. 4th 629, 632.)

21 One difficulty in determining the hourly rate of attorneys of similar skill and experience in
22 the relevant community is the scarcity of hourly fee-paying clients in class action litigation. As a
23 practical matter, few if any consumers, pay attorneys' fees on an hourly basis for such extensive
24 litigation, and thus retainer agreements in such cases are based on a contingency fee relationship.
25 Although there is no customary billing rate, the nature of class action work should be strongly
26 considered by the court. Courts have upheld rates as high as \$450⁶ per hour (in 1993) in employment
27

28 ⁶ Adjusted for inflation, \$450 in 1993 equals nearly \$1,054 in 2026.

1 matters. (*Bihun v. AT&T Information Systems, Inc.* (1993) 13 Cal. App. 4th 976, overruled on other
2 grounds.)

3 A survey conducted by the National Law Journal for the year 2002 provides a sample of a
4 billing rate for California Lawyers. In that survey, six California firms provided their hourly billing
5 rates. Of those six firms, five regularly charge in excess of \$500.00 per hour for their partners. In
6 fact, four of the firms charge as high as \$600.00, \$620.00, \$650.00, and up to \$850.00 per hour.
7 These firms are located in Orange County, Los Angeles County, San Francisco County and San
8 Diego County and are the types of firms that PAGA Counsel regularly opposes in these class action
9 cases. (See National Law Journal Survey, attached as Exhibit “4” to the Declaration of Vedang J.
10 Patel). The only difference is that these defense attorneys are paid on a monthly basis and do not
11 have to advance any costs on a case.

12 Finally, Plaintiff’s Counsel attaches the Declaration of Richard Pearl in support of the
13 Motion for Final Approval in the case of *Rosa Cantu, et al v. Pacific Bell Telephone Company*, Los
14 Angeles Superior Court Case No. BC441237, dated January 4, 2011. (See Declaration of Richard
15 Pearl attached as Exhibit “5” to the Declaration of Vedang J. Patel). Mr. Pearl specializes in issues
16 related to cost-award attorney’s fees, including the representation of parties in fee litigation and
17 appeals, serving as an expert witness, mediator and arbitrator in disputes concerning attorney’s fees
18 and related issues. Mr. Pearl is also the author of California Attorney’s Fee Awards (3d ed. Cal.
19 CEB 2010), as well as the author of the Second Edition, years 1994 through 2008. He has also
20 authored numerous other publications on attorney’s fees, as set forth in his Declaration.

21 Mr. Pearl has reviewed the comparable hourly rates of attorney fees in California. He
22 confirms that courts have approved hourly rates of attorneys as follows:

- 23 • Rates of up to \$875.00 in *Savaglio, et al. v. Wal-Mart*, Alameda County Superior
24 Court, Case No. C-835687-7 (before applying a 2.36 multiplier);
- 25 • Rates of up to \$750.00 in *Kashmiri et al. v. Regents of UC*, San Francisco County
26 Superior Court (before applying a 3.7 multiplier); and
- 27 • Rates of up to \$750.00 in *Environmental Law Foundation v. Laidlaw Transit, Inc.*,
28 San Francisco Superior Court, Case No. CGC-06-451832 (before applying a 1.25 multiplier). *Id* at

1 pages 4 and 5.

2 Additionally, Mr. Pearl has reviewed numerous declarations, depositions and surveys of
3 legal rates on a non-contingent basis for the year 2009 and found hourly rates of up to \$775.00,
4 \$795.00, \$800.00, \$855.00, \$950.00, etc. (*Id.* at pp. 6-12). These are non-contingent rates where
5 payment in full is expected promptly upon billing. (*Id.* at p. 13).

6 PAGA Counsel are experienced litigators who specialize in employment law, with a
7 substantial PAGA and wage hour class action practice. Moreover, similar rates for the attorneys
8 and staff of Plaintiff's Counsel have been approved by various courts, including in Los Angeles
9 Superior Court just this month. Given the skill and experience of PAGA Counsel in this case, and
10 the excellent result achieved for the State and other Aggrieved Employees, the requested rates are
11 reasonable.

12 **5. PAGA Counsel's Litigation Expenses Are Reasonable**

13 The Settlement provides for reimbursement of PAGA Counsel's reasonable litigation costs
14 in an amount of up to \$30,000.00. PAGA Counsel requests \$29,480.01 in total for costs incurred.
15 Because these costs are reasonable, PAGA Counsel request that the Court approve those costs.

16 **6. The Administrator Costs Are Reasonable**

17 The Administrator's request for costs of up to \$3,950.00 is reasonable, given the tasks to be
18 performed by the Administrator, including but not limited to: establishing and administering the
19 QSF; calculating, processing and mailing payments to PAGA Counsel, Plaintiff, the LWDA, and
20 Aggrieved Employees; printing and mailing the Notice of PAGA Settlement to the Aggrieved
21 Employees as directed by the Court; calculating, and distributing tax forms for the Aggrieved
22 Employee Payments; providing declaration(s) as necessary in support of approval of this Settlement;
23 and other tasks as the Parties mutually agree or the Court orders the Administrator to perform. The
24 Administrator shall keep the Parties timely apprised of the performance of all Administrator
25 responsibilities. Thus, the Administrator's costs should be approved.

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1 **V. CONCLUSION**

2 For the foregoing reasons, Plaintiff respectfully requests that the Court approve the PAGA
3 Settlement Agreement in its entirety.

4 Dated: September 9, 2026

BIBIYAN LAW GROUP, P.C.

5

6

BY: /s/ Vedang Patel

7

VEDANG J. PATEL

8

Attorneys for Plaintiff Kamaya Dunn, on
behalf of herself and all others similarly
aggrieved

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