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**SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
**FOR THE COUNTY OF SACRAMENTO**

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

Plaintiff,

v.

RL LIQUIDATORS, LLC, a California  
limited liability company; and DOES 1  
through 100, inclusive;

Defendants.

Case No.: 23CV000905

Assigned for All Purposes to:  
Honorable Jill Talley  
Department 23

**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**

**[Res ID: A-00905-002]**

[Declaration of Counsel (Douglas Han);  
Declarations of Plaintiffs (Anthony Harris,  
Elijah Mayorga, and Limmie Propps); and  
[Proposed] Order filed concurrently herewith]

Hearing Date: October 11, 2024  
Hearing Time: 9:00 a.m.  
Hearing Place: Department 23

Complaint Filed: May 2, 2023  
FAC Filed: September 8, 2023  
Trial Date: None Set

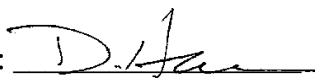
1           **PLEASE TAKE NOTICE** that on October 11, 2024 at 9:00 a.m., or as soon as thereafter  
2 as the matter may be heard, before the Honorable Jill Talley in Department 23 of the Sacramento  
3 County Superior Court located at 720 9th Street Sacramento, California 95814, Plaintiffs Anthony  
4 Harris, Elijah Mayorga, and Limmie Propps (“Plaintiffs,” “Plaintiff Harris,” “Plaintiff Mayorga,”  
5 and “Plaintiff Propps”) will and hereby do move for entry of an order and judgment approving the  
6 Settlement Agreement and Release (“Settlement Agreement,” “Settlement,” or “Agreement”),  
7 attached as **Exhibit 2** to the declaration of Douglas Han, pursuant to Labor Code section 2699(l).

8           Pursuant to Local Rule 1.06(A), the court will make a tentative ruling on the merits of this  
9 matter by 2:00 p.m., the court day before the hearing. The complete text of the tentative rulings  
10 for the department may be downloaded off the court’s website. If the party does not have online  
11 access, they may call the dedicated phone number for the department as referenced in the local  
12 telephone directory between the hours of 2:00 p.m. and 4:00 p.m. on the court day before the  
13 hearing and receive the tentative ruling. If you do not call the court and the opposing party by 4:00  
14 p.m. the court day before the hearing, no hearing will be held.

15           This motion is based upon this notice of motion and motion; Settlement Agreement;  
16 Declarations of Plaintiffs’ Counsel (Douglas Han) and Plaintiffs (Harris, Elijah Mayorga, and  
17 Limmie Propps) in support thereof; Proposed Order approving the Settlement Agreement;  
18 pleadings and other records on file with the Court in this matter; and such evidence and oral  
19 argument as may be presented at the hearing.

20  
21 Dated: August 12, 2024

**JUSTICE LAW CORPORATION**

22 By:   
23 Douglas Han  
24 Attorneys for Plaintiffs  
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**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 A 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 the Range of Possible<br>Outcomes in the Litigation Strongly Favor Approval of the Settlement ..... | 13 |
| C.   | The Settlement Avoids Risky, Complex, and Lengthy Further Litigation .....                                                                      | 15 |
| D.   | The Settlement is Fair, Adequate, and Reasonable.....                                                                                           | 15 |
| E.   | Experience and Views of Plaintiffs’ Counsel Favor Settlement Approval.....                                                                      | 16 |
| VI.  | APPROVAL OF THE REQUESTED ATTORNEYS’ FEES AWARD.....                                                                                            | 16 |
| A.   | A Fee Award of Percentage of the Entire Fund is Appropriate .....                                                                               | 16 |
| B.   | The Requested Attorneys’ Fees Award is Reasonable Based on the Factors<br>Considered in Determination of Fee Awards.....                        | 17 |
| 1.   | The Results Obtained .....                                                                                                                      | 18 |
| 2.   | The Risk Taken .....                                                                                                                            | 18 |
| 3.   | The Difficulty of the Litigation.....                                                                                                           | 19 |
| 4.   | The Skill Displayed and Quality of Work .....                                                                                                   | 20 |
| C.   | The Lodestar Methodology Justifies Approval of the Requested Fees .....                                                                         | 20 |
| 1.   | Plaintiffs’ Counsel Performed Work for a Reasonable Number of<br>Hours.....                                                                     | 21 |

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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

2. The Fees Requested Represent a Reasonable Hourly Rate of  
Compensation ..... 21

VII. THE LITIGATION COSTS AWARD TO BE REIMBURSED SHOULD BE  
APPROVED ..... 22

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

IX. THE ADMINISTRATION COSTS SHOULD BE APPROVED ..... 23

X. CONCLUSION..... 23

## **TABLE OF AUTHORITIES**

### **Cases**

### **Page(s)**

*Amalgamated Transit Union, Local 1756, AFL-CIO v. Sup. Ct.*

(2009) 46 Cal.4th 993 ..... 11, 12

*Arias v. Sup. Ct.*

(2009) 46 Cal.4th 969 ..... 10, 11, 12

*Bell v. Farmers Ins. Exch.*

(2004) 115 Cal.App.4th 715 ..... 22

*Bernstein v. Virgin Am., Inc.*

(9th Cir. 2021) 3 F.4th 1127 ..... 14

*Boyd v. Bechtel Corp.*

(N.D. Cal. 1979) 485 F.Supp.610 ..... 13

*Camden I Condo. Ass’n, Inc., v. Dunkel*

(11th Cir. 1991) 946 F.2d 768 ..... 17

*Casida v. Sears Holdings Corp.*

(E.D. Cal. Jan. 26, 2012) 2012 WL 253217 ..... 12

*Cates v. Chiang*

(2013) 213 Cal.App.4th 791 ..... 18

*Clark v. Am. Residential Servs., LLC*

(2009) 175 Cal.App.4th 785 ..... 22

*Class Plaintiffs v. City of Seattle*

(9th Cir. 1992) 955 F.2d 1268 ..... 15

*Consumer Privacy Cases*

(2009) 175 Cal.App.4th 545 ..... 17

*Elliot v. Spherion Pac. Work, LLC*

(C.D. Cal. 2008) 572 F.Supp.2d 1169 ..... 13

*Estrada v. FedEx Ground Package Sys. Inc.*

(2007) 154 Cal.App.4th 1 ..... 17

| <b><u>Cases</u></b>                                                      | <b><u>Page(s)</u></b> |
|--------------------------------------------------------------------------|-----------------------|
| <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, 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 .....                                           | passim                |
| <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                    |
| ///                                                                      |                       |

| <b><u>Cases</u></b>                             | <b><u>Page(s)</u></b> |
|-------------------------------------------------|-----------------------|
| <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 .....                      | 12, 11                |
| <b><u>Statutes</u></b>                          |                       |
| Code of Civil Procedure § 1021.5.....           | 17                    |
| Labor Code § 201.....                           | 13                    |
| Labor Code § 202.....                           | 13                    |
| Labor Code § 203.....                           | 13                    |
| Labor Code § 204.....                           | 13                    |
| Labor Code § 210.....                           | 13                    |
| Labor Code § 218.5.....                         | 13                    |
| Labor Code § 221.....                           | 13                    |

**Statutes**

**Page(s)**

|                               |            |
|-------------------------------|------------|
| Labor Code § 226(a) .....     | 13         |
| Labor Code § 226.3.....       | 13         |
| Labor Code § 226.7.....       | 13         |
| Labor Code § 246.....         | 13         |
| Labor Code § 432.5.....       | 13         |
| Labor Code § 510.....         | 13         |
| Labor Code § 512(a) .....     | 13         |
| Labor Code § 551.....         | 13         |
| Labor Code § 552.....         | 13         |
| Labor Code § 558.....         | 13         |
| Labor Code § 1174(d) .....    | 13         |
| Labor Code § 1194.....        | 13         |
| Labor Code § 1197.....        | 13         |
| Labor Code § 1197.1.....      | 13         |
| Labor Code § 1198.....        | 13         |
| Labor Code § 2699.3.....      | 11         |
| Labor Code § 2699(a) .....    | 11         |
| Labor Code § 2699(e)(2).....  | 12         |
| Labor Code § 2699(g) .....    | 17         |
| Labor Code § 2699(g)(1) ..... | 17         |
| Labor Code § 2699(i) .....    | 10, 15, 17 |
| Labor Code § 2699(j) .....    | 12         |
| Labor Code § 2699(l) .....    | 2          |
| Labor Code § 2699(l)(2) ..... | 9, 12      |
| Labor Code § 2800.....        | 13         |
| Labor Code § 2802.....        | 13         |

1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. SUMMARY OF MOTION**

3 Under Labor Code section 2699(1)(2), Plaintiffs seek approval of the Settlement  
4 Agreement entered between Plaintiffs and Defendant RL Liquidators, LLC (“Defendant”).  
5 Plaintiffs entered the Settlement Agreement on behalf of themselves and all current or former  
6 hourly-paid or non-exempt employees of Defendant who worked for Defendant within the State  
7 of California at any time during the period from June 3, 2021 through February 23, 2024.

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

9 On June 3, 2022, May 18, 2023, and May 19, 2023, Plaintiff Harris, Fabian Mancilla, and  
10 Plaintiff Propps provided written notices to the California Labor and Workforce Development  
11 Agency (“LWDA”) and Defendant. On May 2, 2023, Plaintiff Harris filed a representative  
12 Private Attorneys General Act of 2004 (“PAGA”) action against Defendant in the Superior Court  
13 of California, County of Sacramento. On September 8, 2023, Plaintiff Harris filed a First  
14 Amended Complaint adding Fabian Mancilla and Plaintiff Propps as named plaintiffs. Following  
15 Fabian Mancilla’s death, Plaintiff Mayorga was named as his successor in interest.<sup>1</sup>

16 The Parties remotely participated in private mediation on February 23, 2024 with the  
17 mediator David Rotman that ultimately resulted in the settlement of this matter.<sup>2</sup>

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

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

20 The Settlement provides Defendant will pay a non-reversionary Gross Settlement Amount  
21 of \$500,000. The PAGA Penalties Fund will be the Gross Settlement Amount less: (1) Attorneys’  
22 Fees Award of up to \$190,000; (2) Litigation Costs Award of \$16,874.69; (3) Enhancement  
23 Payments totaling \$30,000; and (4) Administration Costs of up to \$10,000.<sup>3</sup>

24 <sup>1</sup> (Declaration of Douglas Han (“Han Decl.”), ¶¶ 11-13.)

25 <sup>2</sup> (*Id.* at ¶¶ 14-16.)

26 <sup>3</sup> (Settlement Agreement attached as **Exhibit 2** to the Declaration of Douglas Han  
27 (“Settlement Agreement”), §§ 7(a), 7(b)(i), 7(b)(ii), 7(b)(iii), 7(b)(iv).)

1 The current amount of the PAGA Penalties Fund is estimated to be \$253,125.31. Seventy-  
2 five percent (75%) of the PAGA Penalties Fund will be transmitted to the LWDA as the LWDA  
3 PAGA Payment, pursuant to Labor Code section 2699(i). The remaining twenty-five percent  
4 (25%) of the PAGA Penalties Fund will be distributed to the Settlement Group Members.<sup>4</sup>

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

6 Within ten (10) calendar days of the Effective Date, Defendant shall provide the  
7 Settlement Administrator a database containing the Settlement Group Members' information.  
8 The Gross Settlement Amount will be deposited into a qualified settlement fund created by the  
9 Settlement Administrator and will be disbursed to the appropriate entities and persons in the  
10 manner and timeline set forth in the Settlement Agreement. Uncashed settlement checks will be  
11 directed to the California State Controller for deposit in the Unclaimed Property Fund.<sup>5</sup>

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

13 Effective on the date when Defendant fully funds the Gross Settlement Amount, this  
14 Agreement and judgment to be entered by the Court following this Agreement will forever bar  
15 Plaintiffs, all Settlement Group Members, LWDA, and any other representative, proxy, or agent  
16 thereof, including, but not limited to, any and all allegedly aggrieved employees, from pursuing  
17 any action against the Released Parties that are encompassed in the Released Claims.<sup>6</sup> (*Arias v.*  
18 *Sup. Ct.* (2009) 46 Cal.4th 969, 980, 986 [a plaintiff suing under PAGA “does so as the proxy or  
19 agent of the state’s labor law enforcement agencies,” and, as such, “represents the same legal  
20 right and interest as state labor law enforcement agencies ... .”].) A judgment in a PAGA action  
21 “binds not only that [plaintiff] employee but also the state labor law enforcement agencies.”  
22 (*Ibid.*) Further, “[b]ecause an aggrieved employee’s action under [PAGA] functions as a  
23 substitute for an action brought by the government itself, a judgment in that action binds all those,  
24 including nonparty aggrieved employees, who would be bound by a judgment in an action

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25 <sup>4</sup> (*Id.* at § 7(b)(v).)

26 <sup>5</sup> (*Id.* at §§ 8(a), 8(b), 8(c)(i) 8(c)(iii).)

27 <sup>6</sup> (*Id.* at § 9(a).)

brought by the government.” (*Arias v. Sup. Ct.*, *supra*, 46 Cal.4th at p. 986) “Accordingly, with respect to the recovery of civil penalties, nonparty employees as well as the government are bound by the judgment in an action brought under [PAGA] ... .” (*Ibid.*)

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

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

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

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

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

1 result in an award that is unjust, arbitrary and oppressive, or confiscatory.” (*Id.* at § 2699(e)(2).)

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

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

– that otherwise would be sought by state labor law enforcement agencies”); see also *Iskanian v. CLS Trans. Los Angeles, LLC*, *supra*, 58 Cal.4th at p. 381.)

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

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

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

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

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

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

Plaintiffs contend the provisions of the Labor Code triggering PAGA penalties include Labor Code sections 201, 202, 203, 204, 210, 218.5, 221, 226(a), 226.3, 226.7, 246, 432.5, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802. For Plaintiffs to recover civil penalties, they must prove the underlying Labor Code violations with respect to the Settlement Group Members and show Defendant’s conduct gave rise to penalties. (See e.g. *Elliot*

1 *v. Spherion Pac. Work, LLC* (C.D. Cal. 2008) 572 F.Supp.2d 1169, 1181-1182.)<sup>7</sup>

2 Defendant maintained it had compliant employment policies and practices throughout the  
3 statutory period. If this case had not been settled, Defendant would have challenged Plaintiffs'  
4 standing as Settlement Group Members and denied its other employees were aggrieved.  
5 Defendant argued the Court was unlikely to assess cumulative penalties for the maximum number  
6 of possible separate Labor Code violations because the "subsequent violation" theory of PAGA  
7 recovery would not be triggered in this case, and it would be unjust, arbitrary, oppressive, and/or  
8 confiscatory. (See e.g. *Bernstein v. Virgin Am., Inc.* (9th Cir. 2021) 3 F.4th 1127, 1144.)  
9 Defendant asserted PAGA penalties are not mandatory but permissive and discretionary.  
10 Defendant also maintained it had a strong argument it would be unjust to award maximum PAGA  
11 penalties given the unsettled state of PAGA liability. (*Thurman v. Bayshore Transit Mgmt., Inc.*  
12 (2012) 203 Cal.App.4th 1112 [reducing penalties by 30% under this authority].)<sup>8</sup>

13 Plaintiffs allege that PAGA penalties would be approximately **\$31,000** (310 employees x  
14 \$100 penalty for initial violation) on the low end and **\$186,000** (310 employees x \$100 penalty  
15 for initial violation x 6 theories of recovery) on the high end. But Plaintiffs recognized the risk  
16 that any PAGA award could be reduced. In other words, the Gross Settlement Amount of  
17 \$500,000 for PAGA civil penalties was reasonable and significant. When PAGA penalties are  
18 negotiated in good faith and "there is no indication that [the] amount was the result of self-interest  
19 at the expense of other Class Members," such amounts are generally considered reasonable.  
20 (*Hopson v. Hanesbrands Inc.* (N.D. Cal. Apr. 3, 2009) No. 08-00844, 2009 U.S. Dist. LEXIS  
21 33900 at \*24; see e.g. *Nordstrom Com. Cases* (2010) 186 Cal.App.4th 576, 579 ("[T]rial court  
22 did not abuse its discretion in approving a settlement which does not allocate any damages to the  
23 PAGA claims."))<sup>9</sup>

24  
25 \_\_\_\_\_  
26 <sup>7</sup> (Han Decl., *supra*, at ¶ 25.)

27 <sup>8</sup> (*Id.* at ¶¶ 20-24.)

28 <sup>9</sup> (*Id.* at ¶ 26-29.)

1           **C.     The Settlement Avoids Risky, Complex, and Lengthy Further 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. Plaintiffs’ Counsel believed it would be best  
11 to pursue a settlement rather than take the risky and uncertain trial route. Even if the Parties had  
12 managed to negotiate a similar settlement later, it would have been severely undercut but the  
13 additional costs and expenses incurred. In other words, the Settlement offers immediate recovery  
14 rather than only the possibility of recovery at some indeterminate later date.<sup>10</sup>

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. The PAGA Penalties Fund is currently estimated to equal \$253,125.31. In  
22 addition, the proposed plan of allocation of the PAGA Penalties Fund to the LWDA and  
23 Settlement Group Members fully complies with Labor Code section 2699(i).

24           Plaintiffs and Plaintiffs’ Counsel recognize the expense, length, risk, and uncertainty of  
25 continued proceedings necessary to litigate this dispute. To recover civil penalties, Plaintiffs  
26 would have to prove the Settlement Group Members suffered from the underlying Labor Code

27 \_\_\_\_\_  
28 <sup>10</sup> (Han Decl., *supra*, at ¶¶ 13-16, 24.)

violations and that Defendant's conduct gave rise to penalties, which could take several months, or even years, to prove. Plaintiffs and Plaintiffs' Counsel considered Defendant's agreement to enter a settlement that confers significant relief. Plaintiffs and Plaintiffs' Counsel determined the Settlement represents a fair, adequate, and reasonable resolution of the PAGA claim.<sup>11</sup>

**E. Experience and Views of Plaintiffs' Counsel Favor Settlement Approval.**

Plaintiffs' Counsel are experienced in complex representative and class action wage-and-hour litigation. Plaintiffs' Counsel believe the benefit conferred by the Settlement is eminently fair and reasonable and in the best interests of the LWDA and Settlement Group Members.<sup>12</sup>

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

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

The Settlement provides for an Attorneys' Fees Award of \$190,000. The Attorneys' Fees Award is commensurate with the: (1) risks undertaken; (2) time, effort, and expense dedicated; (3) skills and determination shown; (4) value achieved; and (5) other cases turned down.

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

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

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<sup>11</sup> (Han Decl., *supra*, at ¶¶ 20-24.)

<sup>12</sup> (*Id.* at ¶¶ 2-8; Exhibit 1.)

litigation based on the result achieved and risk incurred. (*Lealao v. Beneficial Cal., Inc.*, *supra*, 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*, 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).)

Plaintiffs’ Counsel are entitled to recover reasonable attorneys’ fees and costs as a matter of right. (Lab. Code § 2699(g)(1).) Plaintiffs’ 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.<sup>13</sup> 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 Requested 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.)

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<sup>13</sup> (*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) novelty and difficulty of this case; and (4) skills  
3 displayed and the 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 them to be reflected in their fees.

8 The results obtained are reasonable as Plaintiffs' Counsel obtained a settlement of  
9 \$500,000 without the need for extended litigation. If this case went to trial, there was no guarantee  
10 the trial would have been short or either party would have prevailed. Even if the Parties reached  
11 a similar settlement, it would have been undercut by additional expenses incurred. Resolution of  
12 this dispute at this stage is preferred as the Parties were moving to the phase where significant  
13 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, Plaintiffs' Counsel also obtained those results more quickly and surely than if  
16 the matter had been litigated to final resolution. Under the law, this factor also supports the  
17 requested fee. (*Lealao v. Beneficial Cal., Inc.*, *supra*, 82 Cal.App.4th at p. 51.)

18 **2. The Risk Taken**

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 are  
21 performed [and] [...] compensates the lawyer not only for the legal services he renders  
22 but for the loan of those services. A lawyer who both bears the risk of not being paid and  
23 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 Plaintiffs executed contingent fee agreements. This meant no recovery would have equated  
26 to no compensation for 290.6 hours of work and \$16,874.69 litigation costs incurred. Several  
27 factors also made this case difficult, thereby contributing to the risks undertaken. These factors

1 included: (1) drafting and propounding formal discovery requests and reviewing the responses;  
2 (2) locating and interviewing several putative aggrieved employees; (3) Defendant conducting its  
3 business in different locations; (4) difficulties in pinning down job responsibilities, wages paid,  
4 meal and rest breaks taken; (5) number of documents that had to be reviewed and analyzed; (6)  
5 shifting wage-and-hour laws; and (7) Defendant's initial firm resistance to the relief.<sup>14</sup>

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

### 12 **3. The Difficulty of the Litigation**

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

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

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26 <sup>14</sup> (Han Decl., *supra*, at ¶¶ 30, 32, 33, 36.)

27 <sup>15</sup> (*Id.* at ¶ 32; 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 requested fee. Plaintiffs' Counsel are skilled and experienced representatives and class action  
4 wage-and-hour litigators, and the Task & Time Chart further illustrates this assertion.

5           Plaintiffs' 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, among other things: (1) engaging case strategy and analysis; (2) requesting and  
8 gathering relevant documents; (3) drafting, reviewing, and revising pleadings and mediation  
9 brief; (4) preparing for and appearing at court proceedings; (5) drafting and propounding formal  
10 discovery requests and reviewing the responses; (6) undertaking calculations of potential  
11 damages; (7) preparing for and attending mediation and settlement negotiations; and (8) working  
12 with Defendant's counsel to draft and finalize the Settlement Agreement (and exhibit). Plaintiffs'  
13 Counsel also undertook the arduous task of locating and interviewing several putative aggrieved  
14 employees to verify if the PAGA claim raised individualized issues.<sup>16</sup>

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

18           **C.       The Lodestar Methodology Justifies Approval of the Requested Fees.**

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

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28       <sup>16</sup> (Han Decl., *supra*, at ¶ 14.)

1 Plaintiffs' Counsel spent 290.6 hours litigating this matter. Plaintiffs' 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 Plaintiffs' Counsel's hourly rates are in line with the Laffey Matrix.<sup>17</sup>

5 ***1. Plaintiffs' Counsel Performed Work 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 evidence the numerous tasks that were performed to seek all necessary information. The Task &  
12 Time Chart further illustrates Plaintiffs' Counsel spent a reasonable number of hours working on  
13 this case, thereby demonstrating the application for the attorneys' fees is reasonable.<sup>18</sup>

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

19 ***2. The Fees Requested Represent a Reasonable Hourly Rate of Compensation.***

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

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

26 <sup>18</sup> (*Id.* at ¶ 32; Exhibit 3.)

27 <sup>19</sup> (*Id.* at ¶¶ 33, 34; Exhibits 4, 5.)

Based on the attorney time expended, the base lodestar fees calculation is \$203,460, resulting in a negative multiplier of 0.93 when cross-checked to the Attorneys' Fees Award.<sup>20</sup>

**VII. THE LITIGATION COSTS AWARD TO BE REIMBURSED SHOULD BE APPROVED**

The Settlement Agreement allows for Litigation Costs Award up to \$30,000. Plaintiffs' Counsel incurred \$16,874.69 litigation in costs and expenses. Plaintiffs' Counsel request the Court order reimbursement for these costs and expenses.<sup>21</sup>

**VIII. THE ENHANCEMENT PAYMENTS SHOULD BE APPROVED**

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

The Settlement provides for Enhancement Payments of \$10,000 to each Plaintiff (totaling \$30,000) for their claimed services and contributions on behalf of the Settlement Group. Plaintiffs spent a substantial amount of time and effort in locating and producing relevant documents and past employment records, reviewing relevant documents, and providing the facts and evidence supporting his allegations. Plaintiffs were available whenever needed by Plaintiffs' Counsel and actively tried to obtain and provide as much information as they could. Plaintiffs spent numerous hours speaking with Plaintiffs' Counsel about the alleged violations, discussing the work experiences and work environment, helping Plaintiffs' Counsel develop a strategy to obtain

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<sup>20</sup> (Han Decl., *supra*, at ¶¶ 33, 35.)

<sup>21</sup> (*Id.* at ¶ 36; Exhibit 6.)

1 additional documents, aiding Plaintiffs' Counsel to determine the importance of the documents  
2 produced, and reviewing the operative complaints, Defendant's answer, formal discovery  
3 requests and responses, and Settlement Agreement (and exhibit). Plaintiffs also made themselves  
4 available all day to participate in and assist with mediation.<sup>22</sup>

5 Plaintiffs were advised of and accepted the risks and sacrifices associated with serving as  
6 the named plaintiffs. Plaintiffs are also not related to anyone associated with Plaintiffs' Counsel.  
7 This is further proof that Plaintiffs' interests are not averse to the Settlement Group Members.<sup>23</sup>

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

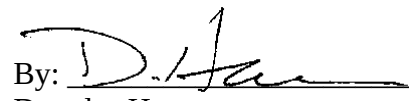
9 The Agreement provides for the payment of Administration Costs of up to \$10,000. The  
10 Administration Costs are intended to cover the costs incurred by the Settlement Administrator  
11 for performing its duties outlined in the Agreement. Plaintiffs' Counsel have previously worked  
12 with the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

13 **X. CONCLUSION**

14 The Settlement is fair, adequate, and reasonable, as it represents a reasoned compromise.  
15 Based thereon, Plaintiffs request the Court approve the Settlement, including the plan of  
16 allocation and distribution of the above-mentioned payments.

17  
18 Dated: August 12, 2024

**JUSTICE LAW CORPORATION**

19 By:   
20 Douglas Han  
21 Attorneys for Plaintiffs  
22

23  
24 <sup>22</sup> (Han Decl., *supra*, at ¶ 38; Declaration of Anthony Harris ("Harris Decl."), ¶¶ 6-10;  
25 Declaration of Elijah Mayorga ("Mayorga Decl."), ¶¶ 6-10; Declaration of Limmie Propps  
("Propps Decl."), ¶¶ 6-10.)

26 <sup>23</sup> (Han Decl., *supra*, at ¶ 38; Harris Decl., *supra*, at ¶¶ 11-14; Mayorga Decl., *supra*, at ¶¶  
27 11-14; Propps Decl., *supra*, at ¶¶ 11-14.)

28 <sup>24</sup> (Han Decl., *supra*, at ¶ 37.)

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**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 Avenue, Suite 101, Pasadena, California 91103 and my electronic service address is dmather@justicelawcorp.com.

On August 12, 2024, 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: **Harris v. RL Liquidators, LLC**  
LWDA/Court Case No.: **LWDA Case No.: LWDA-CM- 887325-22**  
**Court Case No.: 23CV000905**  
**Sacramento 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**

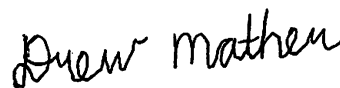
**[X] BY ELECTRONIC SUBMISSION**

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 August 12, 2024, at Pasadena, California.



Drew Mather