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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

JEFFREY MACIAS, an individual, JOVESA NAQARASE, an individual. on behalf of themselves and all others similarly situated, the general public,

Plaintiffs,

vs.

HALLMARK AVIATION SERVICES, L.P., a California Limited Partnership, and DOES 1 through 10, inclusive,

Defendants.

CASE NO.: 25STCV12975

MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT OF PLAINTIFFS' MOTION FOR APPROVAL OF PAGA SETTLEMENT

Date: November 20, 2026
Time: 1:30 p.m.
Dept.: 10
Judge: Hon. William F. Highberger

I. INTRODUCTION

Plaintiffs JEFFREY MACIAS and JOVESA NAQARASE ("Plaintiffs") seeks the Court's approval, pursuant to Labor Code section 2699, of a settlement of Plaintiffs' claims under the Labor Code's Private Attorneys General Act ("PAGA"), arising from Defendant HALLMARK AVIATION SERVICES, L.P.'s ("Defendant") alleged failure to pay premium wages for missed meal and rest breaks, pay all minimum and overtime wages due, issue accurate, itemized wage statements, timely pay wages during employment, timely pay all wages due at the separation of employment, and reimburse employees for business expenses, as described more fully below and in the PAGA Settlement Agreement ("Settlement Agreement"). For the reasons explained below, Plaintiffs respectfully requests that the Court approve the Settlement.

II. FACTS & PROCEDURAL HISTORY

On February 24, 2025, Plaintiffs Jeffrey Macias and Jovesa Naqarase ("Plaintiffs") sent PAGA Notices to the Labor Workforce and Development Agency ("LWDA"), with copies to Defendant Hallmark Aviation Services, L.P. (Otkupman Decl., ¶ 12, Exhibits 1, 2)

On May 1, 2025, Plaintiffs initiated the Lawsuit by filing a Complaint in Los Angeles County Superior Court, alleging causes of action for individual wage-and-hour claims, class action claims, and PAGA representative claims premised on their February 24, 2025, PAGA letters. (Otkupman Decl., ¶ 13) Plaintiffs' Class and Representative Action Complaint alleged violations of failing to provide meal periods (Lab. Code §§ 226.7(b), 512, and 558); failing to provide rest periods (Lab. Code §§ 226.7(b), 512, and 558); failing to pay all wages (Lab. Code §§ 510, 1194, and 1194.2); failing to comply with itemized employee wage statement provisions (Lab. Code §§ 226(a) and 226(e)); failingto timely pay wages due at termination (Lab. Code §§ 201-203); failing to timely wages when due (Lab. Code §§ 204(a)(b), 212(a)(2), and 213); failing to reimburse business expenses (Lab. Code § 2802); failing to pay for all hours worked, including overtime hours (Lab. Code §§ 210 and 218); unfair competition (Bus. & Prof. Code §§ 17200, et seq.). (Id.) Plaintiffs' Class and Representative Action Complaint also sought PAGA penalties pursuant to Lab. Code §§ 2699(f) for the above-listed Lab. Code violations. (Id.)

On or about October 22, 2025, the Parties stipulated to arbitrate Plaintiffs' individual claims, dismiss class action claims, and stay representative PAGA claims pending arbitration. (Otkupman Decl., ¶ 14)

Plaintiffs allege that Plaintiffs and other aggrieved employees were routinely unable and not authorized to take their meal and rest breaks and were never paid the mandatory premiums for these

missed breaks; were not properly compensated for all minimum and overtime hours worked, including for off-the-clock work; were not paid all of their wages in a timely manner during employment; were not timely paid all final wages due at the time of separation; were not provided accurate, itemized wage statements; and were not reimbursed for business expenses. Defendant denies all allegations and denies any liability, including in any way through the Settlement or this motion or any part hereof. (Otkupman Decl., ¶ 13)

The Parties exchanged extensive documents and information that allowed both sides to thoroughly evaluate the potential exposure and potential risk, including review of Defendant's policies and procedures related to the claims alleged and time and pay records, among others. Specifically, Plaintiffs obtained, through informal discovery, statistical data including records of Aggrieved Employees, which consisted of wage statements, clock-in and clock-out times, times taken for meal breaks, wages earned during the relevant pay periods, written policies and procedures on meal breaks, rest breaks, and overtime compensation, the number of pay periods in the PAGA Period and the total number of Aggrieved Employees. (Otkupman Decl., ¶ 15)

Following discovery and investigation, the Parties participated in an all-day mediation presided over by mediator Allison Eckstrom, Esq., on March 19, 2026, and reached a settlement of the PAGA claim, which is memorialized in the Parties' PAGA Settlement Agreement attached as Exhibit 3 to the Declaration of Roman Otkupman filed herewith. (Otkupman Decl., ¶ 16, Exhibit 3) Based on the foregoing data and an independent investigation and evaluation, PAGA Counsel is of the opinion that the settlement with Defendant for the consideration and terms set forth in the Settlement Agreement is fair, reasonable, and adequate and is in the best interests of the LWDA and the Aggrieved Employees in light of all known facts and circumstances, including the risk of significant delay, uncertainty associated with litigation, various defenses asserted by Defendant, and numerous potential appellate issues. (Otkupman Decl., ¶ 17)

From the beginning, Defendant has contested the merits of this Action, including Plaintiffs' ability to prove a violation in each pay period for each Aggrieved Employee, and, assuming arguendo any violations, updates to policies and procedures which Defendant contends would engender drastic reductions in PAGA penalties under 2024 amendments to PAGA, among other defenses. Defendant further contends that, even assuming there was a finding supporting the imposition of PAGA penalties, the Court would likely exercise its discretion to substantially reduce any such penalties owed based on an alleged good faith attempt to comply with the Labor Code. Notwithstanding its agreement to settle, Defendant believes the practices Plaintiffs are contending are unlawful either do not exist, fully comply with all applicable employment laws, and/or even

assuming arguendo that any violations exist, updates to policies and procedures would otherwise drastically reduce any penalties under the 2024 amendments to PAGA legislation. (Otkupman Decl., ¶ 18)

With the mediator's assistance, the Parties have reached a settlement of the claims of Aggrieved Employees, defined as: "all persons employed by Defendant as an hourly-paid or non-exempt employee in California at any time during the PAGA Release Period (March 12, 2025 through April 30, 2026). (Settlement Agreement, ¶¶ 12(b), (l))[1]

III. SETTLEMENT RESULTS

A. Material Terms of the Settlement

1. The Payment

The Settlement provides for a Gross Settlement Amount of $285,000.00 to settle the PAGA claim (the "Gross Settlement Amount"). (Settlement Agreement, ¶ 12(i)) The Gross Settlement Amount includes the Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, Plaintiffs' Incentive Awards, and the Administrator's Expenses Payment. (Id.) Pursuant to the Settlement, after deducting the PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, Plaintiffs' Incentive Awards, and the Administration Expenses Payment from the Gross Settlement Amount, thirty-five percent (35%) of the remaining funds will be distributed to the Aggrieved Employees who will receive a pro rata share according to the number of Pay Periods the Aggrieved Employee worked during the PAGA Period and sixty-five percent (65%) of the remaining funds will be paid to the LWDA. (Settlement Agreement, ¶ 18)

2. PAGA Counsel Fees Payment, Litigation Expenses Payment, and Administration Expenses Payment

The Settlement provides that the amount awarded to PAGA Counsel for attorney's fees shall not exceed one-third (1/3) of the Gross Settlement Amount, which amounts to $95,000.00, and the amount awarded to PAGA Counsel for out-of-pocket litigation costs and expenses shall not exceed $30,000. (Settlement Agreement, ¶ 14) PAGA Counsel's combined costs to date are $24,949.43. (Otkupman Decl., ¶ 38, Exhibit 7; Siegel Decl., ¶ 32, Exhibit 4) The Settlement also provides for a payment not to exceed $15,000.00 to the Administrator, CPT Group, Inc. ("CPT Group"), for settlement administration costs. (Settlement Agreement, ¶ 17) The Parties have obtained a capped

[1] Defendant has elected pursuant to section 15 of the Settlement Agreement to end the PAGA Release Period as of April 30, 2026.

bid from CPT Group for administration costs in the amount of $9,500.00, which was the lowest of four bids the Parties obtained. (Otkupman Decl., ¶ 40, Exhibit 8)

3. Notice To The LWDA

Plaintiffs submitted the Settlement Agreement to the LWDA prior to filing this Motion. (Otkupman Decl. ¶ 28, Exhibit 4) Plaintiffs further gave notice of the instant Motion and hearing date to the LWDA and have served this Motion on the LWDA. (Otkupman Decl. ¶ 29, Exhibit 5)

4. No Objection Received from LWDA

Plaintiffs submitted the Settlement Agreement to the LWDA. (Otkupman Decl. ¶ 28, Exhibit 4) The LWDA has not objected to the Settlement to date. (Otkupman Decl. ¶ 28)

5. The Released Claims

All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, administrators, successors and assigns, the Released Parties from all claims for PAGA Penalties that were alleged, or reasonably could have been alleged, based on the facts and allegations in the Operative Complaint that are alleged to have occurred during the PAGA Period and the PAGA Notices. (Settlement Agreement, ¶ 20)

6. Administration Process

The Settlement provides for a neutral administrator, CPT Group, to distribute the funds to the Aggrieved Employees. (Settlement Agreement, ¶ 12(q)) The Settlement Agreement provides for up to $15,000.00 to be allocated to the administrator. (Settlement Agreement, ¶ 17) The Parties have obtained a capped bid from CPT Group for administration costs in the amount of $9,500.00 (Otkupman Decl., ¶ 40, Exhibit 8)

IV. ARGUMENT

A. Standard of Review

Labor Code § 2699(l)(2) states that "the superior court shall review and approve any settlement of any civil action filed pursuant to this part." While PAGA does not specify a standard of review, existing law provides guidance. Plaintiffs contend, and for purposes of this Motion Defendant does not contest, that the Court should look to: (1) the standard of review used in analogous statutory schemes; and (2) the purposes and policies of PAGA.

A PAGA case is in the nature of a *qui tam* proceeding. *Iskanian v. CLS Transp. Los Angles LLC* (2014) 59 Cal. 4th 348, 394. California has at least two other statutory schemes whereby an individual may sue on behalf of the State or in the public interest: The California False Claims Act and Proposition 65. Under both schemes, a court must approve a settlement or dismissal of the

action.

Under the California False Claims Act, a *qui tam* plaintiff may only dismiss the case with a court's (and the government's) consent. Gov't. Code § 12652(c)(1). In deciding whether to give consent, a court must take into account "the best interests of the parties involved and the public purposes behind the act." *Id.* Moreover, if a *qui tam* plaintiff objects to a settlement between the government and a defendant, the court can only approve the settlement after finding it is "fair, adequate, and reasonable under all the circumstances." Gov't Code § 12652(e)(2)(B).

Similarly, Proposition 65 actions, like PAGA actions, are brought by private plaintiffs to safeguard public rights. *Consumer Advocacy Group, Inc. v. Kintetsu Enterprises of America* (2006) 141 Cal. App. 4th 46, 63. In addition to complying with specified statutory criteria, Proposition 65 settlements may only be approved if: (1) they are "just" and (2) they "serve the public interest." *Id.* at 61-62. In making this determination, the *Kintetsu* court described the appropriate inquiry as similar to the "fair, reasonable, adequate" test used in class actions. *Id.* at 61. The Kintetsu court also stated that, in determining whether to approve a Proposition 65 settlement, a court should consider the policies underlying the statute. *Id.* at 63.

B. <u>The Purposes and Policies of PAGA</u>

PAGA was passed because the Legislature believed it necessary "to achieve maximum compliance with state labor laws" and "to ensure an effective disincentive for employers to engage in unlawful and anticompetitive business practices." 2003 Cal. Legis. Serv. Ch. 906 § (1)(a). The Legislature found that, while self-policing efforts have had some success, "in other cases the only meaningful deterrent to unlawful conduct is the vigorous assessment and collection of civil penalties as provided in the Labor Code." *Id.* at § 1(b). Through PAGA, the Legislature thus: (1) sought to "enlist[] willing citizens in the task of private enforcement," *Iskanian*, 59 Cal. 4th at 390; (2) "deputized" aggrieved employees to sue on behalf of the State to enforce state labor laws; and (3) authorized them to recover civil penalties, attorney's fees, and costs. 2003 Cal. Legis Serv. Ch. 906 (Legislative Counsel's Digest). In bringing a PAGA action, "[t]he employee-plaintiff acts as the proxy or agent of the state labor enforcement agencies representing the same legal right and interest as those agencies…" *Iskanian*, 59 Cal. 4th at 394.

As for the interests of the LWDA (in whose shoes Plaintiffs stand), its top enforcement

priorities are "to vigorously enforce minimum labor standards in order to ensure employees are not required or permitted to work under substandard unlawful conditions…" and to "protect employers who comply with the law from those who attempt to gain a competitive advantage at the expense of their workers by failing to comply with minimum labor standards." Labor Code § 90.5(a).

In light of the above law, as well as the policies and purposes of PAGA, Plaintiffs propose (and for purposes of this Motion, Defendant does not contest) that the Court consider the following factors in determining whether to approve the settlement:

(1) The extent to which the settlement achieves compliance with state labor laws;

(2) The extent to which the settlement deters violations of state labor laws;

(3) Whether the settlement serves to enlist private citizens in public enforcement of PAGA; and

(4) Whether the settlement is otherwise "just" and "in the public interest."

Because the proposed settlement reasonably and fairly advances each of the above factors, Plaintiffs ask that it be approved.

C. The Settlement Should Be Approved

1. The Settlement Achieves Compliance With and Deters Violations of State Labor Laws

As described above, Defendant has agreed to pay a substantial sum in settlement of the PAGA claim. (Settlement Agreement, ¶ 12(i)) This payment represents a meaningful sum that serves PAGA's purpose of achieving compliance with the Labor Code and deterring similar violations. (Otkupman Decl., ¶¶ 22-27)

2. The Settlement Serves to Enlist Private Citizens in Public Enforcement of PAGA

The proposed settlement acts to encourage private enforcement of PAGA. Through the settlement, PAGA Counsel will receive attorney's fees and costs as determined by the Court, Plaintiffs will receive modest service payments, and all Aggrieved Employees will receive a share of the Net Settlement Amount. (See Settlement Agreement).

3. The Settlement Is "Just" and "In the Public Interest"

Finally, the proposed settlement is both just and in the public's interest. While Plaintiffs believe the claims are meritorious and that they would have recovered unreduced penalties, Defendant has asserted numerous defenses to the claims. (Otkupman Decl., ¶¶ 18-20)

In accordance with the PAGA, the court in a PAGA action has discretion "to assess a civil penalty" that the Labor Commissioner would have, as well as complete discretion to "award a lesser amount than the maximum civil penalty amount specified [by the PAGA] if, based on the facts and circumstances of the particular case, to do otherwise would result in an award that is unjust, arbitrary and oppressive, or confiscatory." (Labor Code § 2699(e)(1) and (e)(2))).

Furthermore, there is a substantial risk that the Court could reduce civil penalties to an insignificant amount if it is unpersuaded by Plaintiffs' evidence that Defendant intentionally violated the law. These uncertainties increase Plaintiffs' risk of pursuing the PAGA claims and required a significant discount for settlement purposes. Likewise, where the employer does not act willfully, and makes good faith attempts to comply with wage and hour laws, a reduction or lesser penalty is warranted because imposing maximum PAGA penalty for each violation could be seen as unjust, arbitrary, and oppressive. (*Carrington v. Starbucks Corp.*, *supra*, 30 Cal.App.5th at 528-529.) (affirming trial court's award of only 10% of maximum PAGA penalty for meal break violations). The amount to be paid to the LWDA under this settlement comports with PAGA settlement amounts approved by other courts. (Otkupman Decl., ¶¶ 24-26)

Assuming liability was found as set forth above after accounting for the potential risks, the overall PAGA penalties in this case may also be reduced under the discretionary authority provided to the Court pursuant to California Labor Code section 2699(e)(2). Furthermore, Defendant appears to have adopted a number of policies and practices covering the wage and hour issues being litigated, which a Court may find shows a good faith attempt to comply with the law, meriting a reduction of civil penalties. The statutorily authorized discretion that Courts have used to reduce penalties ranges substantially. *See, e.g., Thurman v. Bayshore Transit Mgmt., Inc.*, 203 Cal.App.4th 1112, 1135 (2012) (30% reduction); *Fleming v. Covidien, Inc.*, 2011 U.S. DIST. LEXIS 154590, *9 (C.D. Cal. 2011) (82% reduction). (Otkupman Decl., ¶ 26)

Plaintiffs believe the Settlement is favorable for Plaintiffs and the Aggrieved Employees, providing a remedy consistent with what the employees could expect to receive if they prevailed at trial, but without the lengthy delay and risk of loss that a trial and subsequent appeal would entail. The settlement terms represent a compromise of the Parties' disputes and are fair, adequate and reasonable to the representative group given the risks that both sides faced in the litigation. Thus,

Plaintiffs believe that the Settlement provides for a fair, adequate, and reasonable resolution of the Representative PAGA claim. (Otkupman Decl., ¶ 27)

Moreover, the settlement provides a substantial sum to the State. It also provides a small sum to each employee on a pro rata basis. Furthermore, public policy strongly favors the settlement of litigation. *Consumer Advocacy Group v. Kintetsu*, supra 141 Cal. App. 4th at 63. Because the proposed settlement is neither unjust nor ignores the public interest, is should be approved.

4. Sufficiency of Amount of Settlement

The Parties settled this matter for $285,000.00. Plaintiffs relied on the following exposure analysis:

Overtime Violations: Plaintiffs maintained that Plaintiffs and the aggrieved employees were not properly compensated for all overtime hours worked such as taking a shuttle from the parking lot to the job site. Based on Plaintiffs' investigation, which included discussing the merits and reviewing the informal data provided by Defendant, Plaintiffs concluded that Plaintiffs and other aggrieved employees did work overtime without adequate compensation during the PAGA Period but this happened very seldom and was not a policy of Defendant. Defendant denied the allegation.

Rest Break Violations: Plaintiffs also alleged that Defendant failed to provide compliant rest periods. Specifically, Plaintiffs alleged that because of the demand of the job, they were not able to take timely and duty-free rest periods. Lab. Code § 226.7(c) provides that "if an employer fails to provide an employee a meal or rest or recovery period in accordance with a state law, including … an … order of the Industrial Welfare Commission, the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the meal or rest or recovery period is not provided."

Defendant denied liability and asserted that it maintained legally compliant rest period policies and practices throughout the PAGA Period. Defendant has further provided policies which were in place at the time when Plaintiffs and the aggrieved employees were employed by Defendant. The policies were compliant. Further, Defendant was not required to maintain punch data for the rest periods, per California law, which provided a very tough challenge for Plaintiffs to prevail on this claim, especially since Defendant provided legally compliant policies. Yet another challenge with

this claim is that the failure to take the rest breaks may require an individualized inquiry. This settlement avoided that risk.

Meal Break Violations: One of Plaintiffs' claims against Defendant was that Defendant failed to provide compliant meal periods and failed to provide meal premiums. Labor Code § 512 requires employers to provide employees with a 30-minute uninterrupted and duty-free meal period within the first five hours of work. Lab. Code § 226.7(c) provides that "if an employer fails to provide an employee a meal or rest or recovery period in accordance with a state law, including … an … order of the Industrial Welfare Commission, the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the meal or rest or recovery period is not provided."

Defendant contended that it fully complied with California meal period laws and maintained compliant policies and practices and that any breaks which were short or missed were the result of employees choosing to do so, rather than forced to do so. Defendant also maintained a legally compliant policy.

Reimbursement for Business Expenses Claim: Plaintiffs alleged that Defendant failed to reimburse its employees for mandatory business expenses. Specifically, Plaintiffs and Aggrieved Employees were required to use their own personal cell phones as a result of and in furtherance of their job duties and were not reimbursed for this expense. Plaintiffs also alleged that they were required to pay a monthly fee for parking, also for which they were not reimbursed. Cal. Labor Code § 2802, provides that "[a]n employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer…"

Again, Defendant denied any liability for this claim. Defendant argued that it did not require employees to use their own personal cell phones for any business purpose. If they used their personal cell phones, it was their choice and not a requirement. This claim was discounted based on Defendant's defenses.

Derivative Wage Statement and Waiting Time Penalty Claim: Plaintiffs allege that Defendant's alleged violations resulted in derivative violations of Labor Code sections 203 and

226(a). PAGA Counsel considered these penalties and weighed the potential recoveries against probable defenses. Specifically, Defendant could argue that Plaintiffs could not prove the "willful" prong needed to obtain waiting time penalties under Labor Code section 203. Additionally, Defendant could argue that Plaintiffs could not show that Aggrieved Employees suffered an "injury" because of wage statement violations, as required by Labor Code section 226. Defendant could also argue that meal and rest period violations do not entitle employees like Plaintiffs and the Aggrieved Employees to pursue the derivative waiting time and itemized wage statement penalties. (*See Naranjo v. Spectrum Security Services, Inc.*, Case No, B256232; *Maldonado v. Epsilon Plastics, Inc*. (2018) 22 Cal.App.5th 1308.) These claims represented Plaintiffs' most legally precarious and uncertain claims. See, e.g., *Howard v. CVS Caremark Corp.*, 2014 U.S. Dist. LEXIS 172406 (C.D. Cal. Dec. 9, 2014) (denying class certification for the same penalty claims); *Alonzo v. Maximus, Inc*., 832 F. Supp. 2d 1122, 1134-1137 (C.D. Cal. 2011) (finding insufficient evidence of bad faith or actual injury). Plaintiffs could not give the penalty claims great weight given that they depended on proving the underlying claims, which had their own risks.

PAGA Claim: *Carrington v. Starbucks Corp*. (2018) 30 Cal.App.5th 504, illustrates the risk of PAGA claims. In *Carrington*, while the plaintiff prevailed on his PAGA claim upon trial, the trial court reduced the maximum PAGA penalty amount by 90%, citing the employer's good faith attempt at complying with the law. *Id.* at 517. Upon review, the Court of Appeal found such reduction to be proper. *Id.* at 539. Again, the *Carrington* decision was after Plaintiff prevailed at trial, and even then, the PAGA penalties were reduced by 90%. (Otkupman Decl., ¶ 27)

Defendant's defenses to liability are an important basis for validating the reasonableness of the settlement amount. Defendant has consistently maintained that it has ample legal and factual grounds for defending this action. (Otkupman Decl., ¶ 18)

In addition to the defenses on the merits, Plaintiffs considered Defendant's position that PAGA penalties are discretionary in nature and that even if Plaintiffs were successful at trial, the Court has discretion to significantly decrease the amount of damages awarded in this PAGA action. (Otkupman Decl., ¶ 24)

5. The Attorney's Fee Award Is Reasonable and Routinely Awarded

PAGA Counsel requests attorney's fees in an amount not to exceed one-third of the Gross

Settlement Amount (i.e., $95,000.00). The requested fee is fair compensation for undertaking complex, risky, expensive, and time-consuming litigation on a contingent fee basis, especially in light of the benefits achieved for the Aggrieved Employees. (Otkupman Decl., ¶¶ 33-36) Attorney's fees may be calculated in one of two ways: the percentage method (a percentage of the common fund or settlement value); or the lodestar-multiplier method (reasonable hours multiplied by reasonable hourly rates multiplied by an amount more or less than 1.0 to account for factors such as the risks taken and results achieved.) *Laffitte v. Robert Half International, Inc.* (2016) 1 Cal.5th 480, 489.

The starting point for determining the appropriateness of attorney's fees is to assess the amount of time spent by the attorneys working for the class. *Lealao v. Beneficial California, Inc.*, 82 Cal.App.4th 19, 24-25 (2000). Under this approach, this Court can assess the reasonableness of the requested fees by comparing it to the amount of work performed. It is not an abuse of discretion to choose one method over another as long as the method chosen is applied consistently using percentage figures that accurately reflect the marketplace. *Chavez v. Netflix, Inc.*, 162 Cal.App.4th 43, 65 (2008).

Moreover, PAGA Counsel has considerable expertise in PAGA matters and has been involved as lead counsel in a multitude of class and PAGA cases, which resulted in beneficial results for Aggrieved Employees in California. (Otkupman Decl. ¶¶ 5, 6; Siegel Decl., ¶¶ 4-6) PAGA Counsel has also frequently received fee awards of this percentage from the gross recovery in class and representative cases and PAGA Counsel's experience in wage and hour litigation was crucial in evaluating both the strengths and weaknesses of the case and the reasonableness of the settlement. Therefore, the requested fee award is fair and reasonable. (Otkupman Decl., ¶ 39; Siegel Decl., ¶¶ 11-12)

PAGA Counsel has worked no less than a combined 209.8 hours on the matter. (Otkupman Decl. ¶ 35; Siegel Decl., ¶ 16) PAGA Counsel's combined fees from the inception to completion of this matter are no less than $162,275.00. (Id.) As such, the fees requested equate to a *negative* multiplier.

The court should approve the requested attorneys' fees, which are justified by the results achieved, the complexity of the issues, the difficulty of the case, and the risks undertaken by PAGA

Counsel. The requested attorney's fees will not be opposed by Defendant, and are well within established guidelines.

G. The Requested Costs Awarded is Reasonable

The settlement provides for cost reimbursement to PAGA Counsel of actual costs upon submission of records to the Court in an amount not to exceed the actual costs. PAGA Counsel's costs to date are $24,949.43, which include litigation expenses and out-of-pocket costs PAGA Counsel incurred in investigating, prosecuting, and settling the case. (Otkupman Decl., ¶ 38, Exhibit 7; Siegel Decl., ¶ 32, Exhibit 4) These costs were reasonably incurred in prosecuting this action on behalf of the Aggrieved Employees and should be approved by the Court. (Id.)

V. CONCLUSION

For all the reasons discussed above, the Parties request that the Court approve the proposed Settlement and adopt the Order attached to this Motion.

DATED: October 23, 2026

OTKUPMAN LAW FIRM,
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By: _____

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