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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ORANGE

OSCAR WILLIAMS, individually and as an aggrieved employee on behalf of the State of California and other aggrieved employees,

Plaintiff,

v.

JOSHUA HOUSE, LLC, a California limited liability company; NATIONAL THERAPEUTIC SERVICES, INC. DBA NORTHBOUND TREATMENT SERVICES, INC., a Nevada corporation; NATIONAL THERAPEUTIC SERVICES, LLC DBA NORTHBOUND TREATMENT SERVICES, INC., a California limited liability company; and DOES 1 through 10, inclusive,

Defendants.

Case No.: 30-2025-01462517-CU-OE-CXC

[Assigned for All Purposes to the Hon. David A. Hoffer, Dept. CX103]

PLAINTIFF'S NOTICE OF MOTION AND MOTION FOR APPROVAL OF PAGA SETTLEMENT; MEMORANDUM OF POINTS AND AUTHORITIES

Settlement Approval Hearing:
Date: January 4, 2027
Time: 1:30 p.m.
Dept: CX103
Reservation Number: 1000650325

Action Filed: February 25, 2025

TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE that on January 4, 2027, at 1:30 p.m., or as soon thereafter as the matter may be heard in Department CX103 of the above-entitled Court, located at 751 W. Santa Ana Blvd., Santa Ana, CA 92701, Plaintiff Oscar Williams ("Plaintiff") will and hereby does move for an order approving the settlement of the PAGA claim alleged against Defendants Joshua House, LLC, National Therapeutic Services, Inc. and National Therapeutic Services, LLC (collectively, the "Defendants") in accordance with Labor Code §2699(s)(2). The proposed settlement is set forth in the accompanying Joint Stipulation of PAGA Settlement Agreement and Release ("PAGA Settlement" or "Settlement Agreement").

This Motion will be based on this notice, the accompanying points and authorities, the Declaration of Thiago M. Coelho, the Declaration of Oscar Williams, and the complete files and records in this action. The Labor and Workforce Development Agency has been served with this motion and the Settlement Agreement as set forth in the accompanying proof of service.

Dated: October 22, 2026

WILSHIRE LAW FIRM, PLC

By: _____

Thiago M. Coelho
Chumahan B. Bowen
Trenten N. Bilodeaux
Attorneys for Plaintiff

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MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

Plaintiff Oscar Williams ("Plaintiff") and Defendants Joshua House, LLC, National Therapeutic Services, Inc. and National Therapeutic Services, LLC (collectively, the "Defendants") (Plaintiff and Defendants collectively, the "Parties") reached a settlement of the California Private Attorneys General Act, Cal. Labor Code § 2699, et seq. ("PAGA") claims asserted in this action. In accordance with Labor Code § 2699(s)(2), Plaintiff now asks this Court to review and approve the settlement of Plaintiff's PAGA claims. This is a PAGA Settlement for civil penalties and is not a class settlement and does not release the individual wage claims of any Covered Employee. Plaintiff's individual claims are resolved in a separate individual settlement agreement, as disclosed in Section III.C below. Cal. Labor Code § 2699(g)(1); *Iskanian v. CLS Transportation*, 59 Cal. 4th 348, 381 (2014); *ZB, N.A. v. Superior Court*, 8 Cal. 5th 175, 182 (2019) (unpaid wages are not recoverable under PAGA).

The PAGA Settlement is set forth in the accompanying Joint Stipulation of PAGA Settlement Agreement and Release ("PAGA Settlement" or "Settlement Agreement"). A true and correct copy of the Settlement Agreement which sets forth the terms for the settlement of the PAGA claims is attached as Exhibit 1 to the Declaration of Thiago M. Coelho in Support of Motion for Approval of PAGA Settlement ("Coelho Decl."), filed concurrently herewith. Capitalized terms shall have the same meaning as defined in the Settlement Agreement. The LWDA received notice of this Settlement on October 21, 2026. Coelho Decl. ¶ 28.

II. RELEVANT FACTS AND PROCEDURAL HISTORY

On February 25, 2025, Plaintiff filed this action as a putative class action against Defendant Joshua House, LLC alleging: (1) failure to pay minimum and straight time wages; (2) failure to pay overtime wages; (3) failure to provide meal periods; (4) failure to authorize and permit rest periods; (5) failure to timely pay final wages at termination; (6) failure to provide accurate itemized wage statements; (7) failure to indemnify employees for expenditures; and (8) unfair business practices ("Original Complaint"). On July 3, 2025, Plaintiff filed a First Amended Complaint ("FAC") adding an allegation for civil penalties pursuant to California Private Attorneys General

Act, Cal. Labor Code § 2699, et seq. ("PAGA"). Settlement Agreement § II.; Coelho Decl. at ¶ 3. On June 5, 2026, Plaintiff filed a Second Amended Complaint ("SAC" and "Operative Complaint") adding National Therapeutic Services, Inc. dba Northbound Treatment Services, Inc. and National Therapeutic Services, LLC dba Northbound Treatment Services, Inc. as Defendants, removing all class allegations and pleading the First through Eighth Causes of Action on an individual basis only. Coelho Decl. ¶ 3; Exhibit A to the Settlement Agreement (Exhibit 1 to the Coelho Decl.). The Ninth Cause of Action under the Private Attorneys General Act ("PAGA") remains as the only representative claim. *Id.* Plaintiff does not assert any class claims. *Id.*

Pursuant to Labor Code section 2699.3, subdivision (a), Plaintiff gave timely written notices on February 24, 2025, and September 10, 2025, to the Labor and Workforce Development Agency ("LWDA") and Defendants of the specific provisions of the Labor Code alleged to have been violated, including the facts and theories in support (LWDA-CM-1082050-25). Coelho Decl. at ¶ 4.

Thereafter, the Parties met and conferred and agreed to mediate the PAGA Action with Hon. Rosemary T. McGuire (Ret.) a well-respected and experienced mediator in wage-and-hour class and representative actions. Settlement Agreement § II; Coelho Decl. at ¶ 5. In advance of mediation, PAGA Counsel conducted a thorough investigation into the facts of, and applicable law to, the PAGA Action. Settlement Agreement § II; Coelho Decl. at ¶ 5. Prior to mediation, Plaintiff obtained through informal discovery a representative sampling of time and payroll data for Aggrieved Employees and the necessary policy documents to properly evaluate the strengths and weaknesses of the claims and engage in meaningful settlement discussions. *Id*.

On March 31, 2026, the Parties engaged in an all-day mediation session before Judge McGuire (Ret.). Settlement Agreement § II; Coelho Decl. at ¶ 6. With the help of the mediator, the Parties were able to reach an agreement on general settlement terms at mediation. *Id*. The Settlement was negotiated in light of all known facts and circumstances and the uncertainty associated with litigation – including the risk of Plaintiff not being able to maintain representative claims, the difficulty of proving Plaintiff's claims in a manageable trial, the merits of Defendants' potential defenses, and the significant delay and potential appellate issues inherent to litigation –

and was reached after extensive arm's length negotiations, with the assistance of the mediator. Coelho Decl. at ¶ 6, Ex. 1.

III. TERMS OF THE PAGA SETTLEMENT

A. Covered Employees or Aggrieved Employees

1. "Aggrieved Employee" or "Covered Employees" means all current and former non-exempt employees of Joshua House, LLC, National Therapeutic Services, Inc. and/or National Therapeutic Services, LLC who were employed by Joshua House, LLC, National Therapeutic Services, Inc. and/or National Therapeutic Services, LLC in the State of California at any time during the Covered Period (including, but not limited to, Plaintiff). The Parties estimate that there were approximately 160 Covered Employees as of March 31, 2026. It is estimated that these Covered Employees worked approximately 3,790 Pay Periods from the start of the Covered Period to March 31, 2026. Settlement Agreement § I.D. "Covered Period" or "PAGA Period" means the time period from February 24, 2024 to the date the Court grants approval of this Settlement. Settlement Agreement § I.E.

B. Settlement Terms

The Settlement Agreement negotiated by the Parties provides for a Gross Settlement Amount ("GSA") payment in the amount of $140,000.00 to resolve the PAGA Action. Settlement Agreement § I.I.; Coelho Decl. at ¶ 7. The GSA will be used to pay Covered Employee Payments, the LWDA, Attorneys' Fees and Litigation Costs, Group Representative Enhancement Payment, and the Administrative Costs. After deducting the Group Representative Enhancement Payment ($5,000.00), Attorneys' Fees ($46,666.67), Attorneys' Costs ($14,683.09), and Administrative Costs ($4,700.00) from the GSA, the amount remaining is the Net Settlement Amount ("NSA"). Settlement Agreement § I.A., I.J., I.M., III.H.; Coelho Decl. at ¶ 7. The NSA, which is estimated to be $68,950.24, shall be distributed as PAGA Penalties with 65% of the NSA allocated to the LWDA PAGA Payment ($44,817.66) and 35% of the NSA allocated to Covered Employee Payments ($24,132.58). Settlement Agreement § III.A.; Coelho Decl. at ¶ 7.

PAGA Penalties: The NSA will be distributed as PAGA Penalties with sixty-five percent (65%) allocated to the LWDA and the remaining thirty-five percent (35%) allocated to the Covered Employee Payments. Settlement Agreement § III.A. This 65/35 allocation is required by Labor Code § 2699(m); *see also ZB, N.A. v. Superior Court*, 8 Cal.5th 175 (2019) (addressing the allocation of PAGA penalties under former Labor Code § 2699(i)).

Covered Employee Payments: Each Covered Employee shall be paid an amount equal to the number of total Pay Periods they worked as a Covered Employee during the Covered Period multiplied by the Employee Settlement Share Value. Settlement Agreement § III.G. The "Covered Period" or "PAGA Period" is the time period from February 24, 2024, to the date the Court grants approval of this Settlement. Settlement Agreement § I.E.

Group Representative Enhancement Payment: Subject to Court approval, the Plaintiff shall be paid a Group Representative Enhancement Payment not to exceed $5,000.00 for his time and effort in bringing and presenting the Action. Settlement Agreement § I.J.

Attorneys' Fees: Subject to Court approval, PAGA Counsel shall be entitled to receive an award of reasonable attorneys' fees of not more than one third (1/3) of the GSA which is currently estimated to be $46,666.67. Settlement Agreement § III.H.

Attorneys' Costs: Per the Settlement Agreement, PAGA Counsel shall be entitled to request reimbursement of costs, not to exceed $14,683.09. Settlement Agreement § III.H. Counsel has incurred $14,625.05 in expenses on items such as filing fees, service fees, mediation fees, and consultant fees. Coelho Decl. at ¶ 26, Ex. 4. We anticipate incurring $200.00 in future costs for filing fees and service fees. *Id.* Given WLF's litigation costs exceed what the Settlement provides, we request the full amount of $14,683.09. *Id*.

Administrative Costs: The Parties agreed to appoint Phoenix Settlement Administrators ("Phoenix") as the Settlement Administrator for the Settlement. Settlement Agreement § I.R. The Administrative Costs, which are not to exceed $4,700.00, shall be paid from the GSA. Settlement Agreement § I.A.

/ / /

C. Releases

Release of Claims by All Covered Employees (including Plaintiff) and the State of California: "As of the Effective Date, regardless of whether they actually receive notice of the Settlement or any payment pursuant to the Settlement, Plaintiff, the Covered Employees (and each Covered Employee), and the State of California hereby forever release and discharge the Released Persons from all claims, liabilities and/or causes of action for civil penalties under the California Labor Code Private Attorneys General Act of 2004, including all amendments thereto, California Labor Code § 2698 et. seq. for violations of the California Labor Code, the Wage Orders of the California Industrial Welfare Commission, other California state statutes or regulations (if any), and/or any other provisions of California state law (if any) alleged in the Litigation, or that could have been alleged in the Litigation based on the facts alleged in the Litigation, or that are related or attributable to, based on, or arise from the facts, causes of action and/or claims alleged in the Litigation, occurring during the Covered Period that Plaintiff, the Covered Employees (or any of them), and/or the State of California may have, whether known or unknown, suspected or unsuspected, including but not limited to those arising from, related to, or attributable to any allegations that Plaintiff, the Covered Employees (or any of them) and/or the State of California suffered violations of the California Labor Code, the Wage Orders of the California Industrial Welfare Commission, other California state statutes or regulations (if any), and/or any other provisions of California state law (if any) based on and/or for: (1) failure to pay minimum and straight-time wages; (2) failure to pay all overtime and/or double time wages including, but not limited to, failure to pay overtime and double times wages at each Covered Employee's (including, without limitation, Plaintiff's) correct regular rate of pay; (3) failure to pay all wages and to timely pay all wages for all hours worked as required by applicable law (including, without limitation, during employment), including, but not limited to, failure to pay wages for off-the-clock work, failure to pay premiums owed for non-compliant meal periods and rest periods, failure to correctly calculate wages owed and hours worked by Covered Employees (or any of them, including, without limitation, Plaintiff), failure to pay overtime, double time and minimum wages, failure to pay straight-time wages, failure to pay

wages on designated paydays, failure to pay wages due to the rounding of Covered Employees' (or any of their, including, without limitation, Plaintiff's) time entries and failure to pay wages due to use of a synthetic timekeeping system; (4) failure to pay all earned wages twice per month during employment, including in violation of Labor Code section 204, including, but not limited to, failure to pay wages for off-the-clock work, failure to pay wages for all hours worked, failure to pay premiums owed for non-compliant meal periods and rest periods, failure to pay all wages due to the failure to correctly calculate wages owed and hours worked by Covered Employees (or any of them, including, without limitation, Plaintiff), failure to pay overtime, double time and minimum wages, failure to pay straight-time wages, failure to pay paid sick leave, failure to pay wages on designated paydays, failure to pay wages due to the rounding of Covered Employees' (or any of their, including, without limitation, Plaintiff's) time entries and failure to pay wages due to use of a synthetic timekeeping system; (5) failure to provide compliant meal periods and to pay related meal period premiums of one additional hour of pay at each Covered Employee's (including, without limitation, Plaintiff's) regular rate of pay for each work day that one or more meal periods was not provided in compliance with California law; (6) failure to authorize and permit compliant rest periods to be taken and to pay related rest period premiums of one additional hour of pay at each Covered Employee's (including, without limitation, Plaintiff's) regular rate of pay for each work day that one or more rest periods was not authorized and permitted to be taken in compliance with California law; (7) failure to accurately calculate and pay overtime pay, double time pay, sick pay and meal and rest period premiums at each Covered Employee's (including, without limitation, Plaintiff's) correct regular rate of pay; (8) failure to provide, furnish, timely furnish, keep and/or maintain accurate and/or complete meal period records, hours worked records (including, without limitation, records showing total hours worked in the payroll period), wage records (including, without limitation, regarding rates of pay), timekeeping records (including, without limitation, records showing when the employee begins and ends each work period as well as records of split shift intervals and total daily hours worked) and payroll records for Covered Employees (or any of them, including, without limitation, Plaintiff) including, without limitation, failure to keep and

maintain payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to (if any), Covered Employees (or any of them, including, without limitation, Plaintiff), as well as failure to provide, furnish, timely furnish, keep and/or maintain any other records required to be provided, furnished, timely furnished, kept and/or maintained by Labor Code section 1174 or Sections 7(A)(3) or 7(A)(5) of the applicable Wage Orders of the California Industrial Welfare Commission; (9) failure to timely pay all wages at the time of separation from employment (including both as to Covered Employees who voluntarily resigned with and without notice, as well as to those who were involuntarily terminated, including, without limitation, Plaintiff), and failure to pay applicable waiting time penalties (continuous wages as mandated by the Labor Code for up to 30 days); (10) failure to maintain, provide, furnish and/or timely furnish compliant, complete and accurate itemized wage statements, and failure to maintain, provide and/or furnish wage statements altogether; (11) failure to reimburse and/or indemnify for all necessary business expenses, expenditures, losses and/or costs incurred; (12) any other violations of the California Labor Code alleged in the Litigation, or that could have been alleged in the Litigation based on the facts alleged in the Litigation; and (13) any other violations of the California Labor Code based on, arising from, related to, or attributable to the facts alleged and contentions raised in the Litigation, which include, but are not limited to, alleged violations of California Labor Code sections 201-203, 204, 210, 226, 226.3, 226.7, 246, 256, 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2800, 2802 and the Wage Orders of the California Industrial Welfare Commission, including, without limitation, Wage Order nos. 4 and 5 (the "Released Claims"). Without in any way limiting the foregoing, and for the avoidance of doubt, Plaintiff, the Covered Employees (and each of them) and the State of California release and discharge the Released Persons from all of the Released Claims on behalf of themselves and their heirs, executors, representatives, administrators, agents, attorneys, insurers, successors and assigns. Further, without in any way limiting the foregoing, and for the avoidance of doubt, Plaintiff, the Covered Employees (and each of them) and the State of California also release and discharge the Released Persons from any and all claims for attorneys'

fees and/or Litigation costs incurred in connection with the Action or otherwise, including, but not limited to, in connection with prosecuting the Released Claims, other than those attorneys' fees and Litigation costs set forth in this Agreement that are to be paid from the Gross Settlement Amount to the extent they are approved by the Court.

Further, without in any way limiting the foregoing, Plaintiff, the Covered Employees (or any of them) and/or the State of California may hereafter discover facts or legal arguments in addition to or different from those they now know or currently believe to be true with respect to the claims, causes of action and legal theories of recovery in the Litigation which are the subject matter of the Released Claims. Regardless, the discovery of new facts or legal arguments shall in no way limit the scope or definition of the Released Claims.

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Plaintiff, the Covered Employees (or any of them) and/or the State of California may hereafter discover claims or facts in addition to, or different from, those which they now know or believe to exist, but Plaintiff, the Covered Employees (and each of them) and the State of California expressly agree to fully, finally and forever settle and release any and all claims against the Released Persons, known or unknown, suspected or unsuspected, which exist or may exist, arising from, related to or attributable to the Released Claims. Plaintiff, the Covered Employees (and each of them) and the State of California further acknowledge, understand and agree that this Agreement would not have been entered into were it not for this representation and commitment." Settlement Agreement § III.B.

Separate Individual Settlement: As disclosed in the Settlement Agreement (§ IV.B), Plaintiff separately resolved his individual claims against Joshua House, LLC in a separate written agreement that includes a general release of his individual claims (other than his PAGA claim). That separate agreement is not part of, and does not alter, the PAGA Settlement. The

PAGA Settlement releases only claims for civil penalties under PAGA; it does not release the individual claims of any Covered Employee, and it does not release any claim of the State of California other than the Released Claims. Settlement Agreement §§ III.B, IV.B; Coelho Decl. ¶ 31; Williams Decl. ¶ 8.

D. Settlement Administration

Defendants will provide the Covered Employees List to the Settlement Administrator not later than thirty (30) calendar days after the Effective Date. Settlement Agreement § III.F.

The Effective Date is the date by which Court both grants approval of this Agreement and enters final judgment approving this Agreement. Settlement Agreement § I.H. Defendants shall fully fund the Gross Settlement Amount by transmitting the funds to the Settlement Administrator within thirty (30) calendar days after the Effective Date, but not before the judgment granting approval of the Settlement is final and no longer subject to appeal. *Id*. at § III.A.

No later than ten (10) calendar days after the receipt of the Covered Employees List and the deposit of the full Gross Settlement Amount, the Settlement Administrator shall mail the Notice together with settlement payments to all Covered Employees by first-class United States mail, postage prepaid, to the last known address of each recipient. Settlement Agreement § III.F. The Settlement Administrator shall direct the Postmaster to forward any undeliverable Notices and settlement payment to the Settlement Administrator. *Id*. For each Notice and settlement payment that is returned as undeliverable, the Settlement Administrator shall promptly attempt to locate the Covered Employee by using an address refresher database. *Id*.

The settlement checks issued to each Covered Employee shall remain valid for one hundred eighty (180) calendar days from the date of issuance. Settlement Agreement § III.F. Funds represented by settlement checks returned as undeliverable and those settlement checks remaining uncashed for more than one hundred eighty (180) days after issuance shall be voided and then shall be transmitted to the Controller of the State of California to be held pursuant to the Unclaimed Property Law, California Code of Civil Procedure section 1500, et seq. in the

names of those Covered Employees who did not cash their settlement checks until such time they claim their property. *Id*. The Settlement Administrator will issue Covered Employees IRS Form 1099s for Individual PAGA Payments. Settlement Agreement at § III.D.

Pursuant to California Labor Code Section 2699(s)(2), Plaintiff submitted the proposed Settlement Agreement to the LWDA on October 21, 2026. Coelho Decl. at ¶ 28, Ex. 5. Plaintiff will submit a copy of the Court's judgment and order approving the Settlement Agreement to the LWDA within ten (10) days after entry of judgment or order. *Id*.

IV. THE COURT SHOULD GRANT APPROVAL OF THE PAGA SETTLEMENT

A. Legal Standard

Labor Code § 2699(s)(2) requires that the Court "shall review and approve any settlement of any civil [PAGA] action filed pursuant to this part. The proposed settlement shall be submitted to the agency at the same time that it is submitted to the court." In doing so, the trial court must consider whether the settlement is "fair, reasonable, and adequate in view of PAGA's purposes to remediate present labor law violations, deter future ones, and to maximize enforcement of state labor laws." *Moniz v. Adecco USA, Inc*., 72 Cal. App. 5th 56, 77-78 (Cal. Ct. App. Nov. 30, 2021) (overruled in part on other grounds); *see also O'Connor v. Uber Technologies, Inc*., 201 F. Supp. 3d 1110, 1133 (N.D. Cal. 2016) (adopting guidance from the LWDA providing that "when a PAGA claim is settled, the relief provided for under the PAGA [must] be genuine and meaningful, consistent with the underlying purpose of the statute to benefit the public").

The court's role in reviewing PAGA settlements differs from its gatekeeping function in the class action context. In class actions, courts have a fiduciary duty to protect the interests of absent class members, whose individual claims will be discharged. *Kullar v. Foot Locker Retail, Inc*., 168 Cal.App.4th 116, 129 (2008). In this role, courts conduct an "independent assessment of the adequacy of the settlement terms," which requires them to have sufficient data and information about the amount in controversy and the realistic range of outcomes. *Id*. at 132. Courts consider a variety of factors in conducting this analysis, including whether the settlement is negotiated at an arm's length, whether there is sufficient discovery and information to permit

parties and the court to act intelligently, whether the attorneys have experience with the type of issues, and whether the number of objectors is small. *Dunk v. Ford Motor Co*., 48 Cal.App.4th 1794, 1800-1801 (1996).

However, a PAGA representative action is "not akin to a class action," it "is a species of qui tam action." *Flores v. Starwood Hotels & Resorts Worldwide, Inc*., 253 F.Supp.3d 1074, 1076 (C.D. Cal. 2017). When reviewing a PAGA-only settlement, courts do not consider the value of individuals' claims for damages because a PAGA settlement does not release those claims. *See Kim v. Reins Int'l California, Inc*., 9 Cal.5th 73, 87 (2020) (PAGA claims differ from individual claims); *ZB, N.A. v. Superior Court*, 8 Cal.5th 175, 188 (2019) (noting that PAGA penalties do not seek damages that are compensatory in nature). "The state's interest in such an action is to enforce its laws, not to recover damages on behalf of a particular individual." *Huff v. Securitas Sec. Servs., USA, Inc*., 23 Cal.App.5th 745, 760 (2018). Instead of focusing on fair recovery for individual claims, the goal of PAGA enforcement is to achieve "maximum compliance with state labor laws." *Id*. at 756; *see also Iskanian*, 59 Cal.4th at 383 (noting that the goal of PAGA is to impose civil penalties for Labor Code violations "significant enough to deter violations"); *McKenzie v. Federal Exp. Corp*., 765 F.Supp.2d 1222, 1233 (C.D. Cal. 2011) ("Unlike a class action seeking damages… for injured employees, the purpose of PAGA is to incentivize private parties to recover civil penalties for the government that otherwise may not have been assessed and collected by overburdened state enforcement agencies.").

B. The PAGA Penalties Secured by the Settlement Are Genuine and Meaningful and Fulfill PAGA's Underlying Purpose to Benefit the Public

The Settlement of $140,000.00 is sufficient to provide genuine and meaningful relief in connection with Plaintiff's alleged violations by Defendants of California's labor laws (all of which Defendants, and each of them, deny). The Settlement includes approximately

$68,950.24[1] in PAGA Penalties to the State of California and Covered Employees – thus fulfilling the underlying purpose of PAGA to benefit the public, and the amount is significant enough to deter future violations. Coelho Decl. at ¶¶ 7-11; *see Jordan v. TCS Grp., Inc.*, No. EDCV161701JVSSPX, 2018 WL 1409590, at *3 (C.D. Cal. Jan. 5, 2018) ("The proposed settlement imposes a substantial penalty payment of $150,000.00, paid in exchange for a release of only those claims pled in the notice to the LWDA and the Complaint. This penalty has a substantial deterrent effect on Defendant and other California employers. Furthermore, the proposed settlement encourages compliance with the specific requirements of the Labor Code, which has the effect of protecting workers from unlawful employment practices and working conditions."); *Echavez v. Abercrombie & Fitch Co.*, No. CV 11-09754-GAF, 2017 WL 3669607, at *3 (C.D. Cal. Mar. 23, 2017) (finding that "[t]he primary purpose of PAGA, i.e., the empowerment of Aggrieved Employees to act as private attorneys general to collect civil penalties from their employers for Labor Code violations, [was] served by the proposed PAGA penalty in the parties' settlement agreement," where $340,000 of $700,000 settlement was allocated to PAGA penalties which were divided 75% to the LWDA and 25% to an estimated 10,000 Aggrieved Employees).

This PAGA Settlement amount compares favorably to the estimated amount of PAGA penalties calculated and alleged by Plaintiff. Plaintiff calculated that the maximum amount of statutory PAGA civil penalties was potentially $421,700.00 for an estimated 160 employees based on 4,217 pay periods at the time of mediation.[2] Coelho Decl. at ¶ 8. Plaintiff's figure

[1] The Net Settlement Amount of $68,950.24 was calculated using the following arithmetic: $140,000.00 minus $46,666.67 for Attorneys' Fees, minus $14,683.09 for Litigation Costs, minus $4,700.00 for Administrative Costs, and minus $5,000.00 for the Group Representative Enhancement Payment.

[2] Stacking is where more than one civil penalty is imposed in a pay period for the same conduct. The valuation of $421,700.00 is Plaintiff's calculation of the alleged civil penalty amount without stacking. If stacking is permitted, then the valuation increases with each additional alleged penalty added to each pay period. Courts considering the issue have refused to "stack" penalties. *See Carrington v. Starbucks Corp.*, 30 Cal.App.5th 504 (2018).

reflects his expert's extrapolation of the timekeeping and payroll data produced before mediation; the Parties' own estimate in the Settlement Agreement of approximately 3,790 Pay Periods through March 31, 2026 would yield a maximum of approximately $379,000.00 on the same basis. Settlement Agreement § I.D.; Coelho Decl. at ¶ 8. Importantly, however, these calculations were performed at the maximum statutory rate for the penalties, when in fact, it is likely that any penalties awarded would be at a lower rate. California Labor Code Section 2699(e)(1) permits a Court to award a lesser amount than the maximum civil penalty if based on the facts and circumstances to do otherwise would result in an award that is "unjust, arbitrary and oppressive or confiscatory." *See Carrington v. Starbucks Corp*., 30 Cal.App.5th 504 (2018) (affirming a judgment after trial that only provided for a PAGA penalty of $5 per pay period). Therefore, at trial, any PAGA penalties awarded could be significantly less than Plaintiff's calculation even where Plaintiff prevailed on the PAGA claim. *See Fleming v. Covidien*, No. ED CV 10-01487 RGK (OPx), 2011 U.S. Dist. LEXIS 154590 (C.D. Cal. Aug. 12, 2011) (a federal court reduced PAGA penalties from $2,800,000.00 to $500,000.00, a reduction of 82.2%, because the court found maximum penalties "unjust" because the employees had suffered no injuries).

C. The Settlement is Reasonable Given the Risks of Further Litigation

In order to recover any PAGA penalties, Plaintiff would be required at trial to prove each of the underlying Labor Code violations. *See Cardenas v. McLane Foodservice, Inc*., No. BCV-23-102915, 2011 U.S. Dist. LEXIS 13126, *10 (C.D. Cal. Jan. 31, 2011) ("Given the statutory language [of PAGA], a plaintiff cannot recover on behalf of individuals whom the plaintiff has not proven suffered a violation of the Labor Code by the defendant."). Here, Plaintiff would need to prove, among other things, that each Aggrieved Employees suffered a violation for each period the employee worked in relation to (1) failure to pay for all hours worked, including minimum, straight time, and overtime wages; (2) failure to provide meal periods; (3) failure to authorize and permit rest periods; (4) failure to pay all earned wages twice per month; (5) failure to maintain accurate records of hours worked and meal periods; (6) failure to timely pay all wages at termination; (7) failure to furnish accurate itemized wage statements; (8) failure to

indemnify for necessary expenditures; and (9) and failure to produce requested employment records.

Defendants maintain that Plaintiff and the Covered Employees were properly and timely compensated, properly reimbursed for all expenses and losses and appropriately provided with all required meal and rest breaks, and that Defendants timely furnished and kept all required records and did not commit any violations of the Labor Code, Wage Orders of the Industrial Welfare Commission or any other applicable regulations or laws against Plaintiff or any of the Covered Employees. Coelho Decl. at ¶ 9. Accordingly, Defendants dispute and deny Plaintiff's allegations and claims asserted in the operative complaint which are resolved by the Settlement Agreement to the extent they seek civil penalties under PAGA. *Id*. Defendants asserted additional defenses to the alleged PAGA claim, not only as to alleged liability but also as to the amount of the alleged penalties. *Id*. These defenses present a significant risk to the PAGA claim and the potential that some or all the PAGA penalties sought may not be awarded. *Id*.

While Plaintiff is confident in the merits of the case, a legitimate controversy exists as to each cause of action for penalties, the factual allegations, the evidentiary basis, and the underlying claims. Coelho Decl. at ¶ 10. Plaintiff also took into account the fact that continued litigation would be expensive, involving a trial and possible appeals, and would substantially delay and potentially reduce any recovery to the State of California and the Covered Employees. *Id*. Assuming Plaintiff could prove at least one violation per pay period and the Court awarded $100.00 in PAGA penalties for each of the 4,217 pay periods during the PAGA Period (estimated as of the date of mediation), the total penalties would be approximately $421,700.00. *Id*. As such, the Gross Settlement Amount of $140,000.00 is approximately 33.2% of the maximum potential liability in this case (approximately 36.9% if the Parties' estimate of 3,790 Pay Periods is used instead). *Id*.

Thus, when the risks of litigation, the burdens of proof necessary to establish liability, and the probability of appeal of a favorable judgment are considered, it is clear the settlement amount of $140,000.00 is reasonable and in the best interest of the State of California and the public. Coelho Decl. at ¶ 11. Plaintiff objectively and knowledgably balanced the strengths and

weaknesses of his claims against the risk of continued litigation and were able to determine a realistic range of settlement recovery for PAGA penalties. *Id*. The Settlement therefore accomplishes PAGA's objectives by imposing sufficient civil penalties "to punish and deter" Defendants from future alleged Labor Code violations, while also ensuring that the penalties are not "unjust, arbitrary and oppressive, or confiscatory." Lab. Code § 2699(e)(2); *Iskanian*, 59 Cal. 4th at 384.

V. THE ATTORNEYS' FEES AND COSTS ARE FAIR AND REASONABLE

PAGA Counsel seeks approval of attorneys' fees from the PAGA settlement in the amount of $46,666.67 representing one third (1/3) of the GSA and costs not to exceed $14,683.09. Settlement Agreement § III.H. Plaintiff is entitled to attorneys' fees under Labor Code section 2699(g)(l), which provides that "[a]ny employee who prevails in any action shall be entitled to an award of reasonable attorney's fees and costs." Lab. Code § 2699(g)(1); *see also Gouskos v. Aptos Village Garage, Inc*., 94 Cal.App.4th 754, 765 (2001) (holding that attorneys' fees to prevailing party are mandatory when the statute uses the word "shall"). It is undisputed that Plaintiff is the prevailing party. *See Graciano v. Robinson Ford Sales, Inc*., 144 Cal. App. 4th 140, 153 (2006) ("[P]laintiffs may be considered 'prevailing parties' for attorney's fee purposes if they succeed on any significant issue in the litigation that achieves some of the benefit the parties sought in bringing suit.") (internal citation omitted). Accordingly, Plaintiff is entitled to recover attorneys' fees and costs.

A. PAGA Counsel's Requested Attorneys' Fees Are Reasonable under the Common Fund Method

The request for attorneys' fees as a percentage of the gross settlement amount is supported by the "common fund theory," where "one who expends attorneys' fees in winning a suit which creates a fund from which others derive benefits, may require those passive beneficiaries to bear a fair share of the litigation costs." *Serrano v. Priest*, 20 Cal.3d 25, 35 (1977).

The purpose of the common fund approach is to "spread litigation costs proportionally among all the beneficiaries so that the active beneficiary does not bear the entire burden alone."

Vincent v. Hughes Air West, Inc., 557 F.2d 759, 769 (9th Cir. 1977). Thus, the common fund doctrine has been applied "consistently in California when an action brought by one party creates a fund in which other persons are entitled to share." *City and County of San Francisco v. Sweet*, 12 Cal.4th 105, 110 (1995); *see Quinn v. State of California*, 15 Cal.3d 162, 167 (1975) ("[O]ne who expends attorneys' fees in winning a suit which creates a fund from which others derive benefits may require those passive beneficiaries to bear a fair share of the litigation costs.").

A number of other courts have recognized the advantages of awarding fees as a percentage of the common fund over the alternative lodestar approach, which usually involves wading through voluminous and often indecipherable time records. *See*, e.g., *In re Activision Securities Litigation*, 723 F.Supp. 1373, 1375 (N.D. Cal. 1989). The percentage approach is preferable to the lodestar method because: (1) it provides predictability to counsel; (2) encourages efficient resolution of the litigation by providing an incentive for early, yet reasonable, settlement; and (3) reduces the demands on judicial records. *Id*. at 1378-79; *see also Lealao v. Beneficial Cal., Inc*., 82 Cal.App.4th 19, 28 (2000) (discussing findings of task force commissioned by the Third Circuit, which "concluded that the lodestar approach (1) increases the workload of an already overtaxed judicial system, (2) is insufficiently objective and produces results that are far from homogenous, (3) creates a sense of mathematical precision that is unwarranted in terms of the realities of the practice of law, (4) is subject to manipulation by judges who prefer to calibrate fees in terms of percentages of the settlement fund or the amounts recovered by the Claimants or of an overall dollar amount, (5) encourages lawyers to expend excessive hours, and engage in duplicative and unjustified work, (6) creates a disservice for the early settlement of cases, (7) deprives trial courts of flexibility to reward or deter lawyers so that desirable objectives, such as early settlement, will be fostered, (8) works to the particular disadvantage of the public interest bar, and (9) results in confusion and lack of predictability.").

The percentage of attorneys' fees set forth in the Settlement Agreement – one third (1/3) of the Gross Settlement Amount – is reasonable. Historically, courts have awarded percentage fees in the range of 20% to 50% in common fund cases. *Newberg on Class Actions*, 4th Ed.

2002, § 14:6. *Newberg* notes that achievement of a substantial recovery with modest hours expended should not be penalized but should be rewarded for considerations of time saved by superior services performed. *Id*. Furthermore, California and federal courts have long recognized that a percentage of recovery for attorneys' fees is properly awarded on the basis of the total value. *Boeing v. Van Gemert*, 444 U.S. 472, 480-481 (1980); *see also In re Consumer Privacy Cases*, 175 Cal.App.4th 545, 558 n.13 (2009) ("Empirical studies show that, regardless whether the percentage method or the lodestar method is used, fee awards in class actions average around one-third of the recovery.")

The Court should also consider that PAGA Counsel's efforts have resulted in substantial benefits to the State of California and the Covered Employees, in the form of a significant, non-reversionary settlement fund established to compensate the State of California and the Covered Employees and to penalize Defendants for the alleged PAGA violations (which Defendants deny). Without the efforts of PAGA Counsel's, the claims alleged in the complaint would likely have gone without remedy. Coelho Decl. at ¶ 25.

B. A Lodestar Cross-Check Confirms the Reasonableness of the Requested Fee

Although *Laffitte v. Robert Half Int'l, Inc*., 1 Cal.5th 480, 489 (2016) makes clear that a lodestar cross-check is not required, PAGA Counsel's lodestar supports the reasonableness of the requested fee. The lodestar is determined by multiplying the number of hours reasonably expended by the reasonable hourly rate. *PLCM Group, Inc. v. Drexler*, 22 Cal.4th 1084, 1095 (2000). The lodestar figure may then be adjusted, based on consideration of factors specific to the case, in order to fix the fee at the fair market value for the legal services provided." *Id*. The factors that can be considered include "the nature of the litigation, its difficulty, the amount involved, the skill required in its handling, the skill employed, the attention given, the success or failure, and other circumstances in the case." *Melnyk v. Robledo*, 64 Cal.App.3d 618, 623-624 (1976) (citations omitted).

The total hours expended on this action by PAGA Counsel were reasonable and in line with comparable cases. While it is not necessary to substantiate the fee award with a lodestar in this PAGA Action, it should be noted that PAGA Counsel spent approximately 82.8 hours

prosecuting this action, which were divided among the attorneys working on this case according to skill level. Coelho Decl. at ¶¶ 23-24. Multiplying the total hours expended by PAGA Counsel by their reasonable hourly rates yields a lodestar of $68,350.00. *Id*. at ¶ 23. This amount surpasses the requested fee award of $46,666.67, resulting in a negative multiplier. *Id*. at ¶ 24. This amount does not include the time PAGA Counsel will spend at the final approval hearing and assisting the Settlement Administrator following final approval. *Id*. PAGA Counsel dedicated significant resources to this case by dividing the tasks required according to skill level. *Id*. The hours expended by each attorney were not duplicative and reflect the extensive investigation and analysis that was required to achieve this Settlement. This time could have been spent on other potentially lucrative cases. *Id*. PAGA Counsel's lodestar reflects the efficiencies achieved by attorneys experienced in this field. *Id*. Moreover, PAGA Counsel has singularly assumed the risk and costs of litigation purely on a contingency basis. *Id*. And, while Plaintiff is confident in the merits of his claims, a legitimate controversy exists as to each cause of action, posing an actual risk that Plaintiff may not succeed at trial. *Id*. Any of these obstacles could have prevented recovery completely, meaning PAGA Counsel would have been left with no compensation for all the time and money invested in litigating this case. *Id*. Despite these risks, PAGA Counsel took this case on a contingency basis so that Aggrieved Employees (a particularly vulnerable group of hourly paid workers) could be compensated for their unpaid wages. *Id*. Consequently, PAGA Counsel was precluded from focusing on, or taking on, other cases which could have resulted in a larger, and less risky, monetary gain. *Id*.

The Court should also consider that PAGA Counsel's efforts have resulted in substantial benefits to the State of California and the Covered Employees, in the form of a significant, non-reversionary settlement fund established to compensate the State of California and the Covered Employees and to punish Defendants for the alleged PAGA violations (which Defendants deny). Coelho Decl. at ¶ 25. Without the efforts of PAGA Counsel, the claims alleged in the complaint would likely have gone without remedy. *Id*.

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C. PAGA Counsel's Rates Are Similar to Those Approved by California Courts in Comparable Cases.

PAGA Counsel's hourly rates are comparable to those charged by other class action plaintiffs' counsel and the firms defending class actions. Coelho Decl. at ¶ 19. PAGA Counsel's rates are well within the range of hourly rates that the Los Angeles legal marketplace would compensate counsel for similar services accomplishing similar results. *Id*. For example, in *Bronshteyn v. State of California*, Los Angeles County Superior Ct. No. 19SMCV00057, Order Granting Plaintiff's Motion for Statutory Attorneys' Fees and Costs filed March 30, 2023, an employment action brought by two small law firms (Levy, Vinick, Burrell & Hyams LLP and Law Offices of Wendy Musell), the court found that counsel's 2022 hourly rates of $1,100 and $1,000 per hour were reasonable for the plaintiff's five senior attorneys, including $1,000 per hour for the plaintiff's 23-year lead counsel and $850 per hour for a senior associate. *Id*. These rates were then augmented by a 1.75 lodestar multiplier and affirmed by the California Court of Appeals. *Id*. The rates requested here are well in line with those found reasonable in *Bronshteyn*. In *Tran v. Golden State FC LLC*, *et al*. (LASC Case No. BC699931), Fee Order filed 4/8/2022, the court found hourly rates of $1,300 per hour reasonable for plaintiff's 32-year attorney and $1,000 per hour reasonable for a 14-year attorney. *Id*.

Likewise, WLF's hourly rates are reasonable when compared to rates charged within the relevant legal marketplace. Coelho Decl. ¶¶ 20-21, Ex. 2, 3. In light of the foregoing, and considered against the risks of continued litigation, and the importance of advocating for employment rights and a speedy recovery, the relief provided under the Settlement represents a very strong result for the Aggrieved Employees. PAGA Counsel's fee request is fair and reasonable and should be approved.

D. PAGA Counsel's Costs Are Reasonable

PAGA Counsel is entitled to reimbursement of its litigation costs under PAGA. *See* Lab. Code § 2699(g)(1) ("Any employee who prevails in any action shall be entitled to an award of reasonable attorney's fees and costs."). The Settlement provides for reimbursement of costs not to exceed $14,683.09. Settlement Agreement § III.H. To date, PAGA Counsel has incurred costs

in the amount of $14,625.05 and anticipates incurring an additional $200.00 in future filing and service fees. Coelho Decl. at ¶ 26, Ex. 4. Given that WLF's litigation costs, incurred and anticipated, exceed what the Settlement provides, we request the full amount of $14,683.09. *Id*. These costs were reasonably incurred in prosecuting this Action on behalf of the Aggrieved Employees and should be approved by the Court. Accordingly, PAGA Counsel respectfully requests the Court approve costs in the amount of $14,683.09.

VI. THE REQUESTED GROUP REPRESENTATIVE ENHANCEMENT PAYMENT TO PLAINTIFF IS REASONABLE

Both the State of California and the Aggrieved Employees are beneficiaries of a settlement that would not have been made possible but for the effort and commitment of Plaintiff. The Settlement provides the Plaintiff shall be paid a Group Representative Enhancement Payment not to exceed $5,000.00, in recognition of his efforts in bringing and presenting the Action. Settlement Agreement § I.J. The requested payment is intended to recognize Plaintiff's effort in bringing the Action, serving as private attorneys general under PAGA, assisting counsel with the investigation, litigation, and settlement, regularly conferring with counsel on the status of the case, and reviewing the proposed settlement to ensure that its terms are fair and achieve PAGA's objectives.

Plaintiff has provided a declaration detailing the risk he faced in bringing the suit, the notoriety and personal difficulties he encountered, the amount of time and effort he spent on this litigation, the duration of this litigation, and the personal benefit he will receive as a result of the litigation. *See generally* Declaration of Plaintiff Oscar Williams in Support of Plaintiff's Motion for Approval of PAGA Settlement ("Williams Decl."). Plaintiff also faced the real risk that future employers may not hire him because he lent his name as a PAGA representative in this case, and he could have been liable for Defendants' litigation costs if the case went to trial and he lost. Williams Decl. at ¶¶ 4, 6. Accordingly, Plaintiff respectfully requests that the Court approve the Group Representative Enhancement Payment in the amount of $5,000.00.

VII. CONCLUSION

Based on the foregoing, Plaintiff respectfully requests this Court approve the PAGA

settlement as set forth in the Settlement Agreement and enter the proposed order and judgment submitted herewith.

Dated: October 22, 2026

WILSHIRE LAW FIRM, PLC

By: _____

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