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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SHASTA

CHRISTOPHER MAITIA and JEREMIAH JONES, on behalf of aggrieved employees pursuant to the Private Attorneys General Act ("PAGA");

Plaintiffs,

v.

BENEFICIAL INSECTARY, INC., a California corporation; and DOES 1 through 100, inclusive;

Defendants.

Case No.: 25CV-0207840

Assigned for All Purposes to:
Honorable Ryan H. Birss
Department 64

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

[Declaration of Counsel (Douglas Han); Declarations of Plaintiffs (Christopher Maitia and Jeremiah Jones); Declaration of Jodey Lawrence; and [Proposed] Order filed concurrently herewith]

Hearing Date: December 7, 2026
Hearing Time: 8:30 a.m.
Hearing Place: Department 64

Complaint Filed: June 2, 2025
Trial Date: None Set

PLEASE TAKE NOTICE that on December 7, 2026, at 8:30 a.m., or as soon as thereafter as the matter may be heard, before the Honorable Ryan H. Birss in Department 64 of the Shasta County Superior Court located at Redding, California 96001, Plaintiffs Christopher Maitia and Jeremiah Jones ("Plaintiffs") will and hereby do move for entry of an order and judgment approving the Settlement Agreement ("Settlement Agreement," "Settlement," or "Agreement") that was entered between Plaintiffs and Defendant Beneficial Insectary, Inc. ("Defendant"), attached as **Exhibit 2** to the Declaration of Douglas Han.

This motion is based upon this notice of motion and motion; Declaration of Plaintiffs' Counsel (Douglas Han), Declarations of Plaintiffs (Christopher Maitia and Jeremiah Jones), and Declaration of Jodey Lawrence in support thereof; Proposed Order approving the Settlement Agreement; pleadings and other records on file with the Court in this matter; and such evidence and oral argument as may be presented at the hearing.

Dated: October 27, 2026

JUSTICE LAW CORPORATION

By: _____
Douglas Han
Attorneys for Plaintiffs

TABLE OF CONTENTS

I. INTRODUCTION 9

II. PROCEDURAL HISTORY 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 10

D. No Right to Object to or Opt Out of the Settlement 11

IV. STANDARD FOR APPROVAL OF PAGA SETTLEMENT 11

V. THE SETTLEMENT IS FAIR AND SHOULD BE APPROVED 12

A. The Factors Giving Rise to a Presumption of Fairness Exist 12

B. The Relative Strength of the PAGA Claim and Range of Possible Outcomes 13

C. The Settlement Avoids Risky, Complex, and Lengthy Litigation 14

D. The Settlement is Fair, Adequate, and Reasonable 15

E. Experience and Views of Plaintiffs' Counsel Favor Settlement Approval 16

VI. APPROVAL OF THE PLAINTIFFS' COUNSEL FEES PAYMENT 16

A. A Fee Award of a Percentage of the Entire Fund is Appropriate 16

B. The Plaintiffs' Counsel Fees Payment is Reasonable Based on the Factors Considered 17

1. The Results Obtained 18

2. The Risks Taken 18

3. The Difficulty of the Litigation 19

4. The Skill Displayed and Quality of Work 20

C. The Lodestar Methodology Justifies the Plaintiffs' Counsel Fees Payment 20

1. The Work Performed for a Reasonable Number of Hours 21

2. The Hourly Rates are Reasonable 21

VII. THE PLAINTIFFS' COUNSEL LITIGATION EXPENSES PAYMENT SHOULD BE APPROVED 22

VIII. THE SERVICE PAYMENTS SHOULD BE APPROVED.....22
IX. THE ADMINISTRATION EXPENSES PAYMENT 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

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 13

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 14

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 14

Estrada v. FedEx Ground Package Sys. Inc.
(2007) 154 Cal.App.4th 1 17

Cases **Page(s)**

Fireside Bank v. Sup. Ct.
(2007) 40 Cal.4th 1069 11

Hopson v. Hanesbrands Inc.
(N.D. Cal. Apr. 3, 2009) No. 08-00844, 2009 U.S. Dist. LEXIS 33900 14

Ingram v. The Coca-Cola Co.
(N.D. Ga. 2001) 200 F.R.D. 685 22

Iskanian v. CLS Trans. Los Angeles, LLC
(2014) 58 Cal.4th 348 11

Ketchum v. Moses
(2001) 24 Cal.4th 1122 ..... 19, 21

Kirkorian v. Borelli
(N.D. Cal. 1988) 695 F.Supp.446 13

Laffitte v. Robert Half Int'l, Inc.
(2016) 1 Cal.5th 480 ..... 16, 17, 18, 19

Lealao v. Beneficial Cal., Inc.
(2000) 82 Cal.App.4th 19 ..... *passim*

Moniz v. Adecco USA, Inc.
(2021) 72 Cal.App.5th 56 12

Nat'l Rural Telecomms. Coop. v. DIRECTV, Inc.
(C.D. Cal. Jan. 5, 2004) 221 F.R.D. 523 14

Nordstrom Commissions Case
(2010) 186 Cal.App.4th 576 14

Ochoa-Hernandez v. CJADERS Foods, Inc.
(N.D. Cal. Apr. 2, 2010) 2010 WL 3570777 ..... 11, 12

Officers for Justice v. Civil Serv. Comm'n
(9th Cir. 1981) 688 F.2d 615 15

/ / /

Cases **Page(s)**

Pedroza v. PetSmart, Inc.
(C.D. Cal. Jan. 28, 2013) 2013 WL 1490667 12
Richmond v. Dart Indus., Inc.
(1981) 29 Cal.3d 462 11
Satchell v. Fed. Express Corp.
(N.D. Cal. Apr. 13, 2007) 2007 WL 1114010 13
Serrano v. Priest
(1977) 20 Cal.3d 25 20
Thomas v. Aetna Health of Cal., Inc.
(E.D. Cal. June 2, 2011) 2011 WL 2173715 12
Thurman v. Bayshore Transit Mgmt., Inc.
(2012) 203 Cal.App.4th 1112 13
Vo v. Las Virgenes Municipal Water Dist.
(2000) 79 Cal.App.4th 440 21
Wershba v. Apple Computer, Inc.
(2001) 91 Cal.App.4th 224 ..... 12, 16
Williams v. Sup. Ct.
(2017) 3 Cal.5th 531 ..... 11, 12

Statutes

Code of Civil Procedure § 1021.5 17
Labor Code § 201 14
Labor Code § 202 14
Labor Code § 203 14
Labor Code § 204 14
Labor Code § 210 14
Labor Code § 218.5 14
Labor Code § 221 14

Statutes	Page(s)
Labor Code § 226 (a)	14
Labor Code § 226.3	14
Labor Code § 226.7	14
Labor Code § 246	14
Labor Code § 432.5	14
Labor Code § 510	14
Labor Code § 512 (a)	14
Labor Code § 551	14
Labor Code § 552	14
Labor Code § 558	14
Labor Code § 1174 (d)	14
Labor Code § 1194	14
Labor Code § 1197	14
Labor Code § 1197.1	14
Labor Code § 1198	14
Labor Code § 2699.3	11
Labor Code § 2699(a)	11
Labor Code § 2699(e)(2)	11
Labor Code § 2699(f)(2)(A)	14
Labor Code § 2699(k)(1)	17
Labor Code § 2699(m)	10, 12, 15, 17
Labor Code § 2699(n)	12
Labor Code § 2699(s)(2)	12
Labor Code § 2800	14
Labor Code § 2802	14

MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

Under Labor Code section 2699(s)(2), Plaintiffs seek approval of the Settlement Agreement entered between Plaintiffs and Defendant. Plaintiffs entered the Settlement Agreement on behalf of Plaintiffs and all current and former hourly-paid or non-exempt employees of Defendant within the State of California at any time during the period from February 4, 2024, through October 12, 2026 or the date of approval, whichever date is earlier.

II. PROCEDURAL HISTORY

On February 4, 2025 and March 25, 2025, Plaintiffs provided a written notice to the California Labor and Workforce Development Agency ("LWDA") and Defendant. On June 2, 2025, Plaintiffs filed a representative Private Attorneys General Act of 2004 ("PAGA") action against Defendant in the Superior Court of California, County of Shasta.[1]

On July 14, 2026, the Parties participated in mediation that eventually resulted in the settlement of this matter via a mediator's proposal.[2]

III. SUMMARY OF THE SETTLEMENT TERMS

A. Allocation of the Gross Settlement Amount

The Settlement Agreement provides that Defendant will pay a non-reversionary Gross Settlement Amount of $205,000. The PAGA Penalties Fund will be the Gross Settlement Amount less the following payments: (1) Plaintiffs' Counsel Fees Payment of $71,750; (2) Plaintiffs' Counsel Litigation Expenses Payment of $13,611.40; (3) Service Payments totaling $10,000; and (4) Administration Expenses Payment of $6,500.[3]

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[1] (Declaration of Douglas Han ("Han Decl."), ¶¶ 10, 11; Exhibits 8-10.)

[2] (*Id.* at ¶¶ 12-16.)

[3] (Settlement Agreement attached as **Exhibit 2** to the Declaration of Douglas Han ("Settlement Agreement"), §§ 7(a)-7(c).)

The current amount of the PAGA Penalties Fund is estimated to be $103,138.60. Sixty-five percent (65%) of the PAGA Penalties Fund will be transmitted to the LWDA as the LWDA Payment pursuant to Labor Code section 2699(m). The remaining thirty-five percent (35%) of the PAGA Penalties Fund will be distributed to the Aggrieved Employees.[4]

B. Distribution of the PAGA Penalties Fund

Defendant shall provide the Administrator with a list of Aggrieved Employees in the manner and timeline set forth in the Agreement. The Gross Settlement Amount will be deposited into a Qualified Settlement Fund created by the Administrator and will be disbursed to the appropriate entities and persons in the manner and timeline set forth in the Agreement. The uncashed settlement checks will be directed to the California Controller's Unclaimed Property Fund in the name of the employee.[5]

C. The Scope of the Release

Upon Defendant's funding of the Gross Settlement Amount, Plaintiffs, LWDA, and Aggrieved Employees are deemed to release, on behalf of themselves and their former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from the Released PAGA Claims.[6] (*Arias v. Sup. Ct.* (2009) 46 Cal.4th 969, 986 [a plaintiff suing under PAGA "does so as the proxy or agent of the state's labor law enforcement agencies," and, as such, "represents the same legal right and interest as state labor law enforcement agencies … ."].) A judgment in a PAGA action "binds not only that [plaintiff] employee but also the state labor law enforcement agencies." (*Ibid.*) Furthermore, "[b]ecause an aggrieved employee's action under [PAGA] functions as a substitute for an action brought by the government itself, a judgment in that action binds all those, including nonparty aggrieved employees, who would be bound by a judgment in an action brought by the government." (*Ibid.*) As a result, "[W]ith respect to the recovery of civil penalties, nonparty employees as well as the

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[4] (Settlement Agreement, *supra*, at § 7(c)(v).)

[5] (*Id.* at § 8.)

[6] (*Id.* at § 9.)

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) 46 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 the law, the Settlement Agreement does not have a procedure for the Aggrieved Employees to object to or exclude themselves from the Settlement Agreement.

IV. STANDARD FOR APPROVAL OF PAGA SETTLEMENT

PAGA allows an "aggrieved employee" to bring a civil action on behalf of themself, other aggrieved employees, and State of California to recover civil penalties with respect to provisions of the Labor Code that do not 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 … 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." (*Id.* at § 2699(e)(2).)

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The settlement of a PAGA claim requires court approval. (Lab. Code, § 2699(s)(2).) "A PAGA claim asserted on a non-class representative basis . . . is not considered a class action but a law enforcement action" and does not have to meet the requirements of a class action. (*Casida v. Sears Holdings Corp.* (E.D. Cal. Jan. 26, 2012) 2012 WL 253217, at *3; *Thomas v. Aetna Health of Cal., Inc.* (E.D. Cal. June 2, 2011) 2011 WL 2173715, at *11; *Arias v. Sup. Ct.*, *supra*, 46 Cal.4th at pp. 980-988 (affirming lower court's holding that "plaintiff need not satisfy class action requirements" to assert a PAGA claim); *Pedroza v PetSmart, Inc.* (C.D. Cal. Jan. 28, 2013) 2013 WL 1490667, at *15.) A court's review of a PAGA settlement involves analysis of several unique features that render the approval process distinct from approval of a class action settlement. A court reviewing a PAGA settlement only needs to "ensur[e] that a negotiated resolution is fair to those affected." (*Williams v. Sup. Ct.*, *supra*, 3 Cal.5th at p. 549 (citing Lab. Code, § 2699(s)(2)).) The Court of Appeal has held that "a trial court should evaluate a PAGA settlement to determine whether it 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.* (2021) 72 Cal.App.5th 56, 77.)

The court's focus is on whether the total settlement amount achieves PAGA's objectives. PAGA's purpose 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." (*Ochoa-Hernandez*, *supra*, 2010 WL 3570777, at *4 (citing *Arias v. Sup. Ct.*, *supra*, 46 Cal.4th at p. 986).) The penalties recovered under PAGA are, in part, to "be distributed to the [LWDA] for enforcement of labor laws . . . and for education of employers and employees about their rights and responsibilities under this code, to be continuously appropriated to supplement and not supplant the funding to the agency for those purposes." (Lab. Code, §§ 2699(m), (n).)

V. THE 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 Court should give considerable weight to the competency, experience, and opinion of counsel and the involvement of a neutral mediator in assuring that the settlement is a product of hard-fought negotiations that were 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").) The Settlement Agreement is presumptively fair. This is because the Settlement Agreement: (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.

B. <u>The Relative Strength of the PAGA Claim and Range of Possible Outcomes.</u>

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

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[7] (Han Decl., *supra*, at ¶¶ 20-23.)

The provisions of the Labor Code triggering the PAGA penalties include, but are not limited to, 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, Plaintiffs must prove the underlying Labor Code violations with respect to the Aggrieved Employees and show that Defendant's conduct gave rise to penalties. (See e.g. *Elliot v. Spherion Pac. Work, LLC* (C.D. Cal. 2008) 572 F.Supp.2d 1169, 1181-1182.)[8]

Plaintiffs allege that the PAGA penalties could be approximately **$33,700** (337 employees x $100 penalty for initial violation) on the low end and about **$235,900** (337 employees x $100 penalty for initial violation x 7 theories of recovery) on the high end. (Lab. Code, § 2699(f)(2)(A).) But Plaintiffs recognized the risk that any PAGA award could be reduced, meaning that the Gross Settlement Amount for the PAGA penalties was reasonable and significant. When the PAGA penalties are negotiated in good faith and "there is no indication that [the] amount was the result of self-interest at the expense of other Class Members," such amounts are generally considered reasonable. (*Hopson v. Hanesbrands Inc*. (N.D. Cal. Apr. 3, 2009) No. 08-00844, 2009 U.S. Dist. LEXIS 33900 at *24; see e.g. *Nordstrom Commissions Case* (2010) 186 Cal.App.4th 576, 579 ("[T]rial court did not abuse its discretion in approving a settlement which does not allocate any damages to the PAGA claims.").)[9]

C. <u>The Settlement Avoids Risky, Complex, and Lengthy Litigation.</u>

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

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[8] (Han Decl., *supra*, at ¶ 24.)

[9] (*Id.* at ¶ 25-28.)

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

D. <u>The Settlement Is Fair, Adequate, and Reasonable.</u>

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

The Settlement Agreement provides a reasonable monetary benefit to the LWDA and Aggrieved Employees. The proposed plan of allocation of the PAGA Penalties Fund to the LWDA and Aggrieved Employees also fully complies with Labor Code section 2699(m). Plaintiffs and Plaintiffs' Counsel recognize the expense, length, risk, and uncertainty of continued proceedings necessary to litigate this dispute. To recover civil penalties, Plaintiffs would have to prove that the Aggrieved Employees suffered from the underlying Labor Code violations and that Defendant's conduct gave rise to penalties, which could take several months, or even years, to prove. Plaintiffs and Plaintiffs' Counsel also considered Defendant's agreement to enter a settlement that confers reasonable relief. Plaintiffs and Plaintiffs' Counsel determined that the Settlement Agreement represents a fair, adequate, and reasonable resolution.[11]

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[10] (Han Decl., *supra*, at ¶¶ 12-16.)

[11] (*Id.* at ¶¶ 20-23, 39.)

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 that the benefit offered by the Settlement is fair and reasonable and in the best interests of the LWDA and Aggrieved Employees.[12]

VI. APPROVAL OF THE PLAINTIFFS' COUNSEL FEES PAYMENT.

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

The Settlement Agreement provides for the payment of Plaintiffs' Counsel Fees Payment of $71,750 (35% of the Gross Settlement Amount) to Plaintiffs' Counsel. The Plaintiffs' Counsel Fees Payment is commensurate with the: (1) risks taken by Plaintiffs' Counsel; (2) time, effort, and expense dedicated by Plaintiffs' Counsel; (3) skills and determination shown by Plaintiffs' Counsel; (4) value achieved by Plaintiffs' Counsel; and (5) other cases turned down by Plaintiffs' Counsel. Plaintiffs' Counsel have been awarded at least thirty-five percent (35%) fee requests or more in similar class action and representative matters throughout the State of California.[13]

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 that the 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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[12] (Han Decl., *supra*, at ¶¶ 2-7; Exhibit 1.)

[13] (*Id.* at ¶ 35.)

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 that 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.) The fees in class and representative actions should approximate the probable terms of a contingent fee contract negotiated by a sophisticated attorney and client. (*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(k)(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 Aggrieved Employee.[14] 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]." (*Id.* at § 2699(m).)

B. <u>The Plaintiffs' Counsel Fees Payment is Reasonable Based on the Factors Considered.</u>

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.) It should be highlighted that

[14] (*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).)

the percentage award sought is commensurate with the: (a) results obtained; (b) risks taken; (c) difficulty of this case; and (d) skills displayed and the quality of work, which are addressed below.

1. The Results Obtained

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

The results obtained herein are reasonable as Plaintiffs' Counsel obtained a settlement of $205,000 without the need for extended litigation. If this case went to trial, there was no guarantee that the trial would have been short or that either party would have prevailed. Even if the Parties reached a similar settlement, it would have been undercut by additional expenses incurred. The resolution of this dispute at this stage is preferred as the Parties were moving to a phase where significant time and money would inevitably have to be spent to prepare for trial. Finally, the Gross Settlement Amount represents about eighty-six percent (86.90%) of the high-end exposure estimate and over six (6) times the low-end exposure estimate.

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

2. The Risks Taken

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

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

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

Plaintiffs executed a contingent fee agreement. This meant that no recovery would have equated to no compensation for 226.2 hours of work and $13,611.40 litigation costs incurred.

Several factors also made this case difficult, thereby contributing to the risks taken. These factors included: (1) locating and interviewing putative aggrieved employees to corroborate the allegations; (2) difficulties in pinning down job responsibilities, wages paid, and breaks taken; (3) number of documents that had to be reviewed and analyzed; (4) shifting wage-and-hour laws; (5) drafting and propounding formal discovery request and reviewing the responses; (6) gathering the necessary documents to respond to the formal discovery requests; (7) some employees working for Defendant through temporary employment agencies; and (8) Defendant's initial firm resistance to the relief requested.[15]

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

3. The Difficulty of the Litigation

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

Due to the difficulty of this case, Plaintiffs' Counsel spent several hours on this matter. The Task & Time Chart sets forth the hours devoted to this matter, allocating the total time to the tasks required to reach a conclusion. As stated in the previous section, this was not a clear-cut case. Plaintiffs' Counsel had to overcome roadblocks and obstacles before they could reach the settlement, which illustrates the difficulty of this case.[16]

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15 (Han Decl., *supra*, at ¶¶ 29, 31, 32, 36.)

16 (*Id.* at ¶ 31; Exhibit 3.)

4. The Skill Displayed and Quality of Work

The level of skill displayed and quality of work that it produced justify the Plaintiffs' Counsel Fees Payment. Plaintiffs' Counsel are skilled and experienced representatives and class action wage-and-hour litigators, and the Task & Time Chart illustrates this assertion.

Plaintiffs' Counsel used the pre-mediation time period to investigate the veracity, strength, and scope of the PAGA claim and to prepare for representative adjudication. This included: (1) engaging case strategy and analysis; (2) requesting and gathering relevant documents; (3) drafting, reviewing, and revising pleadings, formal discovery requests, and mediation brief; (4) preparing for and appearing at court proceedings; (5) calculating potential damages for mediation purposes; (6) preparing for and attending mediation and settlement negotiations; and (7) working with Defendant's counsel to draft and finalize the Agreement (and exhibit). Plaintiffs' Counsel also undertook the arduous task of locating and interviewing putative aggrieved employees to verify if the PAGA claim raised individualized issues.[17]

Plaintiffs' Counsel's skills and expertise contributed to the settlement in this case. Under California law, this factor (skills displayed and quality of work) supports the Plaintiffs' Counsel Fees Payment. (*Lealao v. Beneficial Cal., Inc.*, *supra*, 82 Cal.App.4th at p. 51.)

C. <u>The Lodestar Methodology Justifies the Plaintiffs' Counsel Fees Payment.</u>

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

Based on the 226.2 hours worked, the base lodestar fees calculation is $169,380, resulting in a negative multiplier of 0.42 when cross-checked to the Plaintiffs' Counsel Fees Payment.[18]

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[17] (Han Decl., *supra*, at ¶ 14.)

[18] (*Id.* at ¶¶ 32, 34.)

1. The Work Performed for a Reasonable Number of Hours.

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

This matter required a fair amount of time and labor. The Task & Time Chart evidenced the numerous tasks that were performed to seek all necessary information. The Task & Time Chart further illustrates that Plaintiffs' Counsel spent a reasonable number of hours working on this case, thereby demonstrating that the application for the attorneys' fees is reasonable.[19]

The case involved, among other things, gathering and analyzing data from Defendant and other sources. Plaintiffs' Counsel undertook preparation to resolve the entire matter through mediation. These preparations included locating and interviewing putative aggrieved employees, drafting and propounding formal discovery requests and reviewing the responses, gathering the necessary documents and information to respond to the formal discovery requests, gathering and reviewing a myriad of documents, determining the scope of the Aggrieved Employee, verifying the strengths of the PAGA claim, etc.

2. The Hourly Rates are Reasonable.

Plaintiffs' Counsel's hourly rates are supported by the 2022 Real Rate Report that was compiled by Wolters Kluwer, which surveyed the hourly rates charged in 2022 by hundreds of attorneys in the State of California. By extension, the hourly rates are in line with the Laffey Matrix. The hourly rates are also reasonable for the following reasons: (1) several courts in the State of California have awarded Plaintiffs' Counsel fees at similar rates; (2) comparable hourly rates for similar services have been deemed reasonable in several cases in the State of California; and (3) surveys of legal rates have supported the hourly rates. This shows that the hourly rates used for the lodestar calculation are well within the range of non-contingent rates charged by

[19] (Han Decl., *supra*, at ¶ 31; Exhibit 3.)

comparable attorneys performing similar work in the State of California.[20]

VII. THE PLAINTIFFS' COUNSEL LITIGATION EXPENSES PAYMENT SHOULD BE APPROVED

The Settlement Agreement allows for the payment of the Plaintiffs' Counsel Litigation Expenses Payment of up to $15,000. Plaintiffs' Counsel incurred litigation costs and expenses in the sum of $13,611.40. Plaintiffs' Counsel request that the Court order the reimbursement of the above-mentioned litigation costs and expenses.[21]

VIII. THE SERVICE 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 Paymentss" 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 Agreement provides for the payment of the Service Payments of $5,000 to each Plaintiff (totaling $10,000) for the services and contributions on behalf of the Aggrieved Employee. Plaintiffs spent time and effort in locating and producing relevant documents and past employment records, reviewing relevant documents, and providing the facts and evidence supporting the allegations. Plaintiffs were available whenever needed by Plaintiffs' Counsel and actively tried to obtain and provide as much information as possible. Plaintiffs spent hours speaking with Plaintiffs' Counsel about the alleged violations, discussing the work experience and work environment, helping Plaintiffs' Counsel develop a strategy to obtain additional documents, aiding Plaintiffs' Counsel to determine the importance of the documents produced,

[20] (Han Decl., at ¶¶ 32-34; Exhibits 4, 5.)

[21] (Han Decl., *supra*, at ¶ 36; Exhibit 6.)

and reviewing the operative complaint, answer, formal discovery requests, and Settlement Agreement (and exhibit). Plaintiffs also made themselves available all day to participate in and assist with mediation.[22]

Plaintiffs were advised of and accepted the risks and sacrifices associated with serving as the named plaintiffs. Plaintiffs are also not related to anyone associated with Plaintiffs' Counsel. This is further proof that Plaintiffs' interests are not adverse to the Aggrieved Employees.[23]

IX. THE ADMINISTRATION EXPENSES PAYMENT SHOULD BE APPROVED

The Settlement Agreement provides for the payment of the Administration Expenses Payment of up to $6,500 to the Administrator. The Administration Expenses Payment are intended to cover the costs incurred by the Administrator for performing its duties outlined in the Settlement Agreement. Plaintiffs' Counsel have previously worked with the Administrator in the past and are familiar with its superior reputation and work.[24]

X. CONCLUSION

Plaintiffs request that the Court grant approval of the Settlement Agreement. Plaintiffs further request that the Court retain continuing jurisdiction over the enforcement and administration of the Settlement Agreement.

Dated: October 27, 2026

JUSTICE LAW CORPORATION

By: _____
Douglas Han
Attorneys for Plaintiffs

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22 (Han Decl., *supra*, at ¶ 37; Declaration of Christopher Maitio ("Maitio Decl."), ¶¶ 5-8; Declaration of Jeremiah Jones ("Jones Decl."), ¶¶ 5-8.)

23 (Han Decl., *supra*, at ¶ 37; Maitio Decl., *supra*, at ¶¶ 9-12; Jones Decl., *supra*, at ¶¶ 9-12.)

24 (Han Decl., *supra*, at ¶ 38.)

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 mhong@justicelawcorp.com.

On October 27, 2026, 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: **Maitia et al. v. Beneficial Insectary, Inc.**
LWDA/Court Case No.: **LWDA Case No.: CM-1077920-25**
Court Case No.: 25CV-0207840
Shasta 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 October 27, 2026, at Pasadena, California.

Mandy Hong

Mandy Hong