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County of Santa Clara
22CV405756
By: tduarte

SUPERIOR COURT OF CALIFORNIA

COUNTY OF SANTA CLARA

AMBER BRYAN, et al., on behalf of themselves, the State of California, and all Aggrieved Employees,

Plaintiffs,

v.

ORANGE COAST TITLE COMPANY; et al.,

Defendants.

Case No. 22CV405756

ORDER GRANTING PLAINTIFFS' MOTION FOR APPROVAL OF PAGA SETTLEMENT

This is a representative action under the Private Attorneys General Act ("PAGA"). Plaintiffs Amber Bryan, Bavly Abraham, and Debbie Zapien (collectively, "Plaintiffs") allege defendants Orange Coast Title Company, Orange Coast Title Company of Northern California, and Orange Coast Title Company of Southern California (collectively, "Defendants") committed various wage and hour violations and they seek PAGA penalties for those violations.

Before the Court is Plaintiffs' motion for approval of PAGA settlement, which is unopposed.[1] As discussed below, the Court GRANTS the motion.

[1] On August 25, 2025, Orange Coast Title Company and Orange Coast Title Company of Northern California filed their notice of non-opposition to the instant motion.

I. BACKGROUND

According to the allegations of the operative first amended complaint ("FAC"), Defendants failed to: pay minimum wages; pay overtime wages; reimburse employees for all necessary business expenditures; provide compliant meal periods or compensation in lieu thereof; provide rest periods or compensation in lieu thereof; provide complete and accurate itemized wage statements; pay all final wages due at the end of employment; pay all earned wages at least twice in a calendar month; and maintain accurate employment records.

Based on the foregoing, Plaintiff Bryan initiated this action on November 1, 2022, with the filing of the Complaint and on August 26, 2025, Plaintiffs' operative FAC was deemed filed and it asserts a single cause of action for civil penalties under PAGA and added Plaintiffs Abraham and Zapien to the action.

Plaintiffs now seek an order: approving the PAGA settlement; approving reasonable attorneys' fees; approving the service awards; approving Phoenix Settlement Administrators ("Phoenix") as the administrator; approving administration costs to Phoenix; approving the proposed explanatory letter; and directing distribution of the gross settlement amount.

II. LEGAL STANDARD FOR APPROVING PAGA SETTLEMENT

Under PAGA, an aggrieved employee may bring a civil action personally and on behalf of other current or former employees to recover civil penalties for Labor Code violations. (*Iskanian v. CLS Transp. Los Angeles, LLC* (2014) 59 Cal.4th 348, 380, overruled on other grounds by *Viking River Cruises, Inc. v. Moriana* (2022) ___U.S.___, 2022 U.S. LEXIS 2940.) 75 percent of any penalties recovered go to the Labor and Workforce Development Agency (LWDA), leaving the remaining 25 percent for the employees. (*Ibid.*) PAGA is intended "to augment the limited enforcement capability of [LWDA] by empowering employees to enforce the Labor Code as representatives of the Agency." (*Id.* at p. 383.) A judgment in a PAGA action binds all those, including nonparty aggrieved employees, who would be bound by a judgment in an action brought by the government. (*Id.* at p. 381.)

Labor Code section 2699, subdivision (l)(2) provides that "[t]he superior court shall review and approve any settlement of any civil action filed pursuant to" PAGA. The court's review "ensur[es] that any negotiated resolution is fair to those affected." (*Williams v. Superior Court* (2017) 3 Cal.5th 531, 549.) "[C]lass certification is not required" in this context as in a class action. (*Haralson v. U.S. Aviation Servs. Corp*. (N.D. Cal. 2019) 383 F. Supp. 3d 959, 971 (*Haralson*).)

Similar to its review of class action settlements, the Court must "determine independently whether a PAGA settlement is fair and reasonable," to protect "the interests of the public and the LWDA in the enforcement of state labor laws." (*Moniz v. Adecco USA, Inc.* (2021) 72 Cal.App.5th 56, 76–77 (*Moniz*).) It must make this assessment "in view of PAGA's purposes to remediate present labor law violations, deter future ones, and to maximize enforcement of state labor laws." (*Id.* at p. 77; see also *Haralson, supra,* 383 F. Supp. 3d at p. 971 ["when a PAGA claim is settled, the relief provided for under the PAGA [should] be genuine and meaningful, consistent with the underlying purpose of the statute to benefit the public …."], quoting LWDA guidance discussed in *O'Connor v. Uber Technologies, Inc.* (N.D. Cal. 2016) 201 F.Supp.3d 1110 (*O'Connor*).)

The settlement must be reasonable in light of the potential verdict value. (See *O'Connor, supra,* 201 F.Supp.3d at p. 1135 [rejecting settlement of less than one percent of the potential verdict].) But a permissible settlement may be substantially discounted, given that courts often exercise their discretion to award PAGA penalties below the statutory maximum even where a claim succeeds at trial. (See *Viceral v. Mistras Group, Inc.* (N.D. Cal., Oct. 11, 2016, No. 15-CV-02198-EMC) 2016 WL 5907869, at *8–9.)

III. PLAINTIFFS' INVESTIGATION, SETTLEMENT PROCESS, AND THE PARTIES' AGREEMENT

On May 27, 2022, Plaintiff Abraham provided notice to the Labor and Workforce Development Agency ("LWDA") and filed a class action in Orange County Superior Court. On August 19, 2022, Plaintiff Bryan provided written notice to the LWDA and on November 1, 2022, she filed the initial Complaint in this Court.

On December 15, 2022, pursuant to a stipulation between Plaintiff Abraham and Defendant Orange Coast Title Company, the Orange County Superior Court issued an order dismissing all class allegations without prejudice and submitting Plaintiff Abraham's individual claims to arbitration. On December 28, 2022, he filed his first amended complaint, which added a claim for PAGA penalties.

On February 26, 2024, Plaintiff Zapien provided written notice to the LWDA and on May 2, 2024, she filed her representative PAGA action complain in Orange County Superior Court.

On August 22, 2025, pursuant to the settlement agreement, the parties stipulated to file a consolidated Representative PAGA action for purposes of settlement. On August 26, 2025, the Court approved the stipulation and deemed the FAC filed and served on the same date.

The parties engaged in significant informal discovery and Defendants produced relevant policies such as a sampling of aggrieved employees' payroll and time records as well as other relevant information and documents.

On January 21, 2025, the parties participated in an all-day mediation with Tripper Ortman, Esq. ("Ortman"), a highly respected and well experienced wage and hour mediator. At the end of the mediation, the parties accepted Ortman's proposal and were able to reach a settlement to resolve Plaintiffs' PAGA claim. The parties subsequently negotiated the specifics of the agreement which is now before the Court.

Pursuant to the parties' agreement, Defendants will pay a non-reversionary gross settlement amount of $600,000.00, which is comprised of $200,000.00 in attorneys' fees, $36,891.72 in litigation costs, and $5,250.00 in administration costs. The net settlement amount—estimated to be $342,858.28 will be distributed 75% ($257,143.71) to the LWDA and 25% ($85,714.57) to "Aggrieved Employees" on a pro rata basis based on their respective number of pay periods worked for Defendants during the PAGA Period. "Aggrieved Employees" covers the following three groups:

(1) The *Abraham* Aggrieved Employees: all individuals who performed work in any non-exempt position for Orange Coast Title Company at any time from May 27, 2021 through March 31, 2025 in the State of California;

(2) The *Bryan* Aggrieved Employees: all individuals who performed work in any non-exempt position for Orange Coast Title Company of Northern California at any time from August 18, 2021 through March 31, 2025; and

(3) The *Zapien* Aggrieved Employees: all individuals who performed work in any non-exempt position for Orange Coast Title Company of Southern California at any time from February 26, 2023 through March 31, 2025.

There are approximately 550 Aggrieved Employees and the average payment will be $155.84. Plaintiffs will seek a service award of $5,000.00 each—totaling $15,000.00.

In exchange for settlement, Aggrieved Employees will release:

> Any and all claims, causes of action, demands, damages, or liabilities arising at any time during their respective PAGA Periods that were pled or which could have been pled based on the factual allegations contained in the operative pleading in the Action, for civil penalties under PAGA [including claims premised on the alleged Labor Code violations for civil penalties that were asserted or could have been asserted based on the facts and primary rights set forth in the operative pleadings in the Actions and/or the notices submitted to the LWDA in connection with the Actions].

The release is appropriately tailored to the allegations at issue, and does not release any claims other than those for PAGA penalties. (See *Amaro v. Anaheim Arena Management, LLC* (2021) 69 Cal.App.5th 521, 537; *Moniz, supra*, 72 Cal.App.5th at p. 82 [release of "all known and unknown claims under PAGA … that were or could have been pled based on the allegations of the Complaint" was appropriately approved].)

IV. DISCUSSION

A. Potential Verdict Value

In the FAC, Plaintiffs allege meal period violations, rest break violations, unpaid wages, failure to pay overtime wages, failure to pay timely wages, failure to maintain complete and accurate records. While the parties engaged in informal discovery prior to mediation, the parties still have much written and deposition discover to conduct, if the case proceeded to trial, Plaintiffs engaged an expert to analyze and evaluate the time and payroll records and conduct an exposure analysis based on Plaintiffs' claims and theories of liability. Plaintiffs estimate that Defendant's maximum potential PAGA exposure is $1,900,000.00.

Plaintiffs' counsel then considered the risk, expense, complexity, and duration of further litigation. Subsequently, Plaintiffs' counsel discounted the maximum exposure by 40% for the risk of failing to prevail on the merits and an additional 45% for the risk of the Court reducing penalties if litigation continued. Thus, Defendants' realistic exposure is approximately $627,000.00.

The gross settlement amount of $600,000.00 represents 31.5% of the maximum exposure, which is within the percentage range typically approved by courts. (See *Cavazos v. Salas Concrete, Inc.* (E.D. Cal., Feb. 18, 2022, No. 1:19-cv-00062-DAD-EPG) 2022 U.S.Dist. LEXIS 30201, at *41-42 [citing cases approving settlements in the range of 5 to 35 percent of the maximum potential exposure].) Moreover, it represents 95.7% of the realistic exposure, which is well above the range typically approved by courts.

Given this, as well as the risks attendant to proceeding to trial, the defenses raised by Defendants, and the likelihood that PAGA penalties would be significantly reduced in line with numerous appellate decisions, the Court finds that the proposed settlement is fair to those affected and is genuine, meaningful, and reasonable in light of the statute's purposes.

B. Attorneys' Fees

While the PAGA statute does not expressly require judicial review of claimed attorney fees, the Court believes it cannot adequately fulfill its statutory duty to review the penalties associated with PAGA settlements without also considering attorney fees. The Court thus finds that it must scrutinize the attorney fee arrangement associated with a PAGA settlement. This is consistent with the observation of many courts that PAGA claims are analogous to "*qui tam*" suits like those under the federal False Claims Act: when reviewing settlements of *qui tam* claims, courts should and do consider any associated attorney fee arrangement. (See *U.S. v. Texas Instruments Corp.* (9th Cir. 1994) 25 F.3d 725, 728 [attorney fee award must be considered by the trial court as part of its review of the "entire settlement arrangement"].)

As articulated above, Plaintiffs seeks a fee award of $200,000.00 in attorneys' fees. Plaintiffs' counsel submits a lodestar figure of $269,420.00 based on 356.8 hours of work at billing rates ranging from $650.00 to $1,000.00 per hour, resulting in a negative multiplier of 0.74. This is well short of the range of multipliers that courts typically approve. (See *Laffitte v. Robert Half Intern. Inc.* (2016) 1 Cal.5th 480, 488, 503–504 (*Laffitte*) [trial court did not abuse its discretion in approving fee award of 1/3 of the common fund, cross-checked against a lodestar resulting in a multiplier of 2.03 to 2.13]; *Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 255 ["[m]ultipliers can range from 2 to 4 or even higher"]; *Vizcaino v. Microsoft Corp.* (9th Cir. 2002) 290 F.3d 1043, 1051, fn. 6 [stating that multipliers ranging from one to four are typical in common fund cases and citing the court's own survey of large settlements finding "a range of 0.6–19.6, with most (20 of 24, or 83%) from 1.0–4.0 and a bare majority (13 of 24, or 54%) in the 1.5–3.0 range"].)

Here, given the amount of work performed by Plaintiffs' counsel, and because the requested multiplier sought by them is well short of the range of multipliers regularly approved by California courts in similar actions, the Court finds counsel's requested fee award is reasonable and therefore it is approved.

C. Other Costs and Expenses

Plaintiffs' counsel requests litigation costs in the amount of $36,891.72. This is supported by Plaintiffs' counsel's declaration. Thus, this amount appears reasonable and is approved.

Plaintiffs' request for administration costs of $5,250.00 is supported by the declaration of Jodey Lawrence, the President of Business Development for Phoenix. Thus, the request is approved.

Finally, the Court finds that Plaintiffs are entitled to an enhancement award. The rationale for such awards in class actions is that named plaintiffs "should be compensated for the expense or risk they have incurred in conferring a benefit on other members of the class," considering "1) the risk to the class representative in commencing suit, both financial and otherwise; 2) the notoriety and personal difficulties encountered by the class representative; 3) the amount of time and effort spent by the class representative; 4) the duration of the litigation and; 5) the personal benefit (or lack thereof) enjoyed by the class representative as a result of the litigation." (Cellphone Termination Fee Cases (2010) 186 Cal.App.4th 1380, 1394–1395, internal citations and quotations omitted.) These considerations apply equally in the PAGA context.

To support their request for enhancement awards, Plaintiffs provide declarations describing their efforts in the case. Applying the relevant facts, the Court finds Plaintiffs are entitled to a service award of $5,000.00 each—totaling $15,000.00.

V. ADMINISTRATION PROCESS

Pursuant to the terms of the settlement, within fifteen (15) days of the effective date, Defendants will deposit the gross settlement amount into an account established by Phoenix. Within twenty-one (21) days of the approval of settlement, Defendants will provide Phoenix with information for Aggrieved Employees, included their full names, last known mailing addresses, dates of employment or number of Pay Periods worked during the PAGA Period, and social security numbers. Phoenix will, in turn, perform a search on the National Change of Address database and within fourteen (14) days after the effective date or settlement has been fully funded, Phoenix will mail the explanatory letter and individual PAGA payments to Aggrieved Employees. Each Aggrieved Employee will be sent a check in the appropriate amount. Any checks returned as non-deliverable will promptly be re-mailed to the forwarding address provided; if none is, Phoenix will attempt to locate one using a skip trace or other search method. Any checks returned as undeliverable or that remain uncashed after 180 days will be transmitted to the California State Controller's Office for deposit in the Unclaimed Property Fund. These administrative procedures are appropriate and are approved.

VI. ORDER AND JUDGMENT

Plaintiff's motion for approval of the parties' PAGA settlement is GRANTED. The covered individuals are:

(1) The *Abraham* Aggrieved Employees: all individuals who performed work in any non-exempt position for Orange Coast Title Company at any time from May 27, 2021 through March 31, 2025 in the State of California;

(2) The *Bryan* Aggrieved Employees: all individuals who performed work in any non-exempt position for Orange Coast Title Company of Northern California at any time from August 18, 2021 through March 31, 2025; and

(3) The *Zapien* Aggrieved Employees: all individuals who performed work in any non-exempt position for Orange Coast Title Company of Southern California at any time from February 26, 2023 through March 31, 2025.

Judgment shall be entered through the filing of this order and judgment. (Code Civ. Proc., § 668.5.) Plaintiffs and the Aggrieved Employees shall take from the PAGA claim in their FAC only the relief set forth in the parties' settlement agreement and this order and judgment. The Court retains jurisdiction over the parties to enforce the terms of the PAGA settlement agreement and the final order and judgment.

The Court sets a compliance hearing for **May 7, 2026 at 2:30 P.M.** in Department 7. At least ten court days before the hearing, Plaintiff's counsel and the settlement administrator shall submit a summary accounting of the net settlement fund identifying distributions made as ordered herein; the number and value of any uncashed checks; amounts remitted the State Controller's Office; the status of any unresolved issues; and any other matters appropriate to bring to the Court's attention. Counsel may appear at the compliance hearing remotely.

The Case Management Conference scheduled for September 4, 2025, is VACATED.

IT IS SO ORDERED.

Date: September 5, 2025

CHARLES F. ADAMS
Judge of the Superior Court