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Attorneys for DIANA VASQUEZ on behalf of the general public as private attorney general

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF VENTURA

DIANA VASQUEZ, individually and on behalf of the general public as private attorney general

Plaintiff,

v.

BOB'S DISCOUNT FURNITURE LLC, a Massachusetts Limited Liability Company; and DOES 1-50, inclusive,

Defendant.

Case No. 56-2022-00571757

Assigned for All Purposes to
the Honorable Charmaine H. Buehner
Dept. J4

NOTICE OF MOTION AND MOTION TO APPROVE PAGA SETTLEMENT AND MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT OF MOTION

Date: August 19, 2025
Time: 8:30 AM
Dept.: J4

TO ALL PARTIES AND THEIR RESPECTIVE ATTORNEYS OF RECORD:

YOU ARE HEREBY NOTIFIED THAT at August 19, 2025 at 8:30 a.m. or as soon thereafter as the matter can be heard, in Department J4 of the above entitled Court before the Honorable Charmaine H. Buehner, Plaintiff DIANA VASQUEZ, (“Plaintiff”) will and hereby does move for an order approving the settlement of the PAGA claim alleged against Defendant BOB’S DISCOUNT FURNITURE LLC, (“Defendant”) in accordance with Labor Code §2699(l). The proposed settlement is set forth in the accompanying Settlement Agreement and Release ("Settlement", "Agreement" or "Settlement Agreement"). This PAGA Settlement resolves this action in its entirety.

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

Dated: July 28, 2025

Respectfully submitted,

JAMES HAWKINS APLC

By: ______________________

JAMES R. HAWKINS
GREGORY MAURO
MICHAEL CALVO
LAUREN FALK
AVA ISSARY

Attorneys for Plaintiff DIANA VASQUEZ individually and on behalf of the general public as Private Attorney General

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TABLE OF AUTHORITIES

Statutes, Rules and Regulations

I. INTRODUCTION

Plaintiff DIANA VASQUEZ ("Plaintiff") reached a settlement of the California Private Attorneys General Act, Cal. Labor Code §2699, et seq. ("PAGA") claim asserted in this action against Defendant BOB'S DISCOUNT FURNITURE LLC, ("Defendant"). The only claim in this action is the representative PAGA claim. In accordance with California Labor Code §2699(l), Plaintiff now asks this Court to review and approve the settlement of Plaintiff's PAGA claims. This is only a settlement of the PAGA claims for civil penalties, and is not a class settlement and does not release the individual claims, if any, of the affected employees other than the Plaintiff. Cal. Labor Code § 2699(g)(1); *Iskanian v. CLS Transportation*, 59 Cal. 4th 348, 381 (2014).

The PAGA settlement is set forth in the accompanying Joint Stipulation of Settlement and Release of PAGA Action ("Settlement", "Agreement" 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 James Hawkins, filed herewith. Capitalized terms shall have the same meaning as defined in the Settlement Agreement. The LWDA was served notice of this Settlement and this motion as set forth in the accompanying proof of service. The Notice of Settlement to PAGA Members is attached to the James Hawkins declaration as Exhibit A.

A proposed order confirming review and approval of the PAGA settlement is submitted herewith.

II. RELEVANT FACTS

On August 24, 2022, Plaintiff sent the PAGA Notice to the Labor and Workforce Development Agency ("LWDA"). (Settlement Agreement ¶2.1).

On October 31, 2022, Plaintiff filed the PAGA Representative Action in the Superior Court of California in and for the County of Ventura, styled *Diana Vasquez, on behalf of the general public as private attorney general v. Bob's Discount Furniture LLC., et al., and Does 1 through 50, Inclusive*, Case No. 56-2022-00569476-CU-OE-VTA and alleged a singular cause of action under PAGA for Defendant's alleged (a) failure to pay wages including overtime, (b) failure to provide meal periods for every work period exceeding more than five (5) or ten (10) hours per day and failure to pay an additional hour's of pay or accurately pay an additional hour's of pay in lieu of providing a meal period; (c) failure to provide rest breaks for every four (4) hours or major fraction thereof worked and failure to pay an additional hour's of pay or accurately pay an additional hour's of pay in lieu of providing a rest period; (d) failing to pay all wages earned and owed upon separation from Defendant's employ, (e) failing to provide accurate itemized wage statements, (f) failing to accurately calculate sick pay, (g) failing to reimburse necessary business expenses, (h) for unlawful deductions. (Hawkins Decl., at ¶ 3).

During the course of this action Defendant and Plaintiff exchanged numerous documents and information as well as time and pay records for the aggrieved employees. Defendant also produced policies and other relevant data points for Plaintiff to conduct a thorough analysis. With this information, Plaintiff and Defendant agreed to mediate this action with mediator Kevin Barnes, Esq, a respected and experienced wage and hour class action mediator. On July 24, 2024, the Parties participated in an all day mediation with the mediator. During the mediation the Parties engaged in extensive, arms-length negotiations. As a result of the Parties' efforts, the matter was fully resolved. The Parties engaged in significant efforts to obtain the facts regarding the claims asserted, including the exchange of detailed statistical data regarding weeks and pay periods worked by individuals and Plaintiff. Thereafter, the parties worked together to finalize the terms of the long form settlement agreement that is now placed before this Court for approval. (Hawkins Decl., at ¶ 4).

As part of the settlement, the Parties agreed that Plaintiff would file a First Amended Complaint, as well as amend Plaintiff's PAGA Notice, to add allegations of violations of all California Labor Code provisions related to the PAGA Claims of the PAGA Aggrieved Employees, including claims relating to Defendant's alleged misclassification of employee exempt status and alleged failure to pay supplemental COVID-19 sick pay, so that all PAGA claims based on the facts alleged therein may be released via the settlement. (Settlement Agreement ¶2.4).

On September 20, 2024, Plaintiff notified the Labor & Workforce Development Agency (LWDA) of a proposed amendment to the PAGA complaint. The First Amended Complaint was filed on July 25, 2025. (Hawkins Decl. ¶ 6).

III. TERMS OF THE AGREEMENT

The Agreement negotiated by the parties provides for Defendant to pay $350,000.00 as the Gross Settlement Amount ("GSA"). (Agreement at § 1.10). The "Net Settlement Amount" ("NSA") is the amount remaining of the GSA minus the Court-approved amounts awarded for the Attorneys Fees and Costs, Settlement Administration Fees, and the Enhancement Award to Plaintiff (if any). (Agreement at § 1.12). The Net Settlement Amount is estimated to be $203,644.96. (Hawkins Decl. ¶ 8).

The NSA is calculated as follows: (1) $116,666.67 (i.e. one third of the GSA) shall be paid to Plaintiff's Counsel for payment of attorneys' fees; (2) Plaintiff's Counsel's litigation expenses not to exceed $20,000.00 (Plaintiff's counsel's litigation costs to date is $14,698.37, (Agreement at § 1.16); (3) $10,000.00 Enhancement Award to the Plaintiff for Plaintiff's time and risks in prosecuting this case and Plaintiff's service to the PAGA Members as well as for Plaintiff's general release of Plaintiff's Released Claims; (4) Administration costs not to exceed $4,990.00. (Agreement at §§ 1.9, 1.26). Any difference from these maximum amounts will be added to the Net Settlement Amount. (Hawkins Decl., ¶ 9).

The Gross Settlement Amount is subject to Court approval consistent with Labor Code § 2699. Should the Net Settlement Amount increase or decrease, the amount to be distributed shall be adjusted according to the changes made by the Court. Upon approval, the Net Settlement Amount shall be allocated 65% ($132,369.22) to the LWDA and 35% ($71,275.74) among PAGA Group Members. The share of the Net Settlement Amount to be distributed to each PAGA Member is based on the number of his or her Pay Periods worked in the PAGA Period in relation to the aggregate number of Pay Periods worked by the Settlement Group during the PAGA Period. (Agreement at § 1.11). Pursuant to the 2024 amendments under Assembly Bill 2288 and Senate Bill 92, for any PAGA notice filed on or after June 19, 2024, California Labor Code § 2699(i) now mandates a 65/35 split of civil penalties — 65% to the LWDA and 35% to aggrieved employees. The prior 75/25 allocation applies only to notices filed before that date. Here the most recent PAGA notice was filed on September 20, 2024. Thus, the new 65/35 allocation should apply. (Hawkins Decl. ¶ 10). This equates to approximately $419.24 on average to each aggrieved employee.

The "PAGA Members" are defined as "All exempt managers and assistant managers who worked for Defendant in California at any time during the PAGA Period, from October 31, 2021, through September 22, 2024." There are approximately 170 PAGA Members who worked approximately 17,558 pay periods. (Agreement at § 5.7). The PAGA Period is October 31, 2021, through September 22, 2024. (Agreement at §1.18). (Hawkins Decl. ¶ 11).

Defendant provided Plaintiff's Counsel with information concerning the PAGA Members, including statistical data concerning the weeks and pay periods worked. Defendant represented that PAGA Group Members consisted of approximately 170 employees who worked approximately 17,558 pay periods during the PAGA Period. (Agreement at § 5.7).

Within thirty (30) days of the Effective Date [1] Defendant will provide the Settlement Administrator with the Gross Settlement Amount. (Agreement at § 7.1).

Within 30 calendar days of the Effective Date, the Administrator will pay to Settlement Group Members, their Individual Settlement Payments via first-class regular U.S. Mail; to PAGA Counsel, the Court-awarded Attorneys Fees and Litigation Expenses Payment; to the LWDA, the Court-approved LWDA Payment; Enhancement Award to Plaintiff (if any); and to the Administrator, the Court-awarded Administration Fees and Expenses. (Agreement at § 7.2).

[1] "Effective Date" shall mean the date on which the terms of settlement embodied in this Agreement along with all associated releases become effective, which occur only after all of the following events have first occurred: (i) this Settlement has been executed by all Parties and their respective counsel; (ii) the date of final affirmance of the Judgment on an appeal of the Judgment, the expiration of the time for, or the denial of, a petition to review the Judgment, or if review is granted, the date of final affirmance of the Judgment following review pursuant to that grant, (iii) the date of final dismissal of any appeal from the Judgment or the final dismissal of any proceeding to review the Judgment, provided that the Judgment is affirmed and/or not reversed in any part, (iv) the final resolution (or withdrawal) of any filed appeal in a way that affirms the Final Approval Order and Judgment in a form substantially identical to the form of the Final Approval Order entered by the Court, and the time to petition for review with respect to any appellate decision affirming the Final Approval Order has expired; or (v) if no appeal is filed, the sixty-sixth (66th) day after the Court enters final approval of the Settlement and enters Judgment approving this Agreement. (Agreement at § 1.8).

Settlement Group Members shall have one hundred eighty days (180) to cash their checks. Any funds associated with uncashed checks after one hundred eighty (180) days will be sent to the Controller of the State of California to be held pursuant to the Unclaimed Property Law, California Civil Code § 1500 et seq., for the benefit of those Settlement Group Members whose checks were voided. (Agreement at § 7.3).

Each PAGA Member will grant in favor of each Released Party, and be subject to, the settlement Release. The Released Claims means All PAGA claims for civil penalties under *Labor Code* §§ 2698.3, *et seq*., arising from or related to this case based on the facts alleged in the operative PAGA action complaint and/or the underlying initial PAGA Notice sent to the Labor and Workforce Development Agency ("LWDA") by Plaintiff on August 24, 2022, the amended PAGA Notice dated September 20, 2024, and/or the second amended PAGA Notice dated December 18, 2024, which arise out of or relate to such facts, including PAGA penalties for alleged violations of failure to properly calculate or pay wages including minimum and overtime wages(*Labor Code* §§ 223, 510, 1194, 1197, 1197.1, 1198), the failure to provide meal periods (*Labor Code* §§ 226.7, 512), the failure to pay meal period premium pay (*Labor Code* § 226.7), the failure to provide rest periods (*Labor Code* § 226.7), the failure to pay rest period premium pay (*Labor Code* §§ 226.2, 226.7), the failure properly calculate or pay all sick pay (*Labor Code* § 246), the failure to pay supplemental COVID-19 sick pay, the failure to timely pay wages throughout employment (*Labor Code* §§ 204 and 558), the failure to timely pay final wages upon separation of employment (*Labor Code* §§ 201-203), the failure to provide accurate itemized wage statements (*Labor Code* §§ 226, 226.3), the failure to reimburse reasonable and necessary business expenses (*Labor Code* § 2802), the failure to maintain accurate records (*Labor Code* §§ 1174, and 1174.5), unlawful deductions from employee wages (*Labor Code* § 221), and/or any claims related to misclassification of employee exempt statuses. This release is intended only to release aggrieved employees' PAGA claims. (Agreement at §1.23).

The California Labor Workforce Development Agency ("LWDA") is being served with a copy of this motion with the Settlement Agreement through the online process as required by

Labor Code § 2699(l). This service on the LWDA is verified in the separately filed proof of service. (Hawkins Decl., ¶ 33).

IV. THE PARTIES HAVE SETTLED THE PAGA CLAIMS

The claim before this court is the representative claim under PAGA on behalf of the State of California for civil penalties pursuant to the PAGA. The parties have agreed to settle this PAGA claim in its entirety after discovery and arm's length mediation. (Hawkins Decl., at ¶¶ 3-6.) The settlement is intended to fully and finally resolve the PAGA claims asserted by Plaintiff on behalf of the State of California. This is only a settlement of the PAGA claims for civil penalties, and is not a class settlement and does not release the individual claims, if any, of the PAGA Members. Attorneys' fees equal to $116,666.67 and actual litigation costs in the amount of $14,698.37 will also be paid to Plaintiff's Counsel, subject to Court approval as part of the settlement in accordance with California Labor Code § 2699(g)(1) as set forth in the Agreement. There is also payment of up to $4,990.00 to the Settlement Administrator to perform the administrative duties to distribute the settlement money and a $10,000.00 Enhancement Award to Plaintiff. (Hawkins Decl., ¶¶ 3-9.)

V. THE PARTIES REQUEST REVIEW AND APPROVAL OF THE SETTLEMENT OF THE PAGA CLAIM

Labor Code § 2699(l) 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." Consequently, the parties respectfully ask the Court to review and approve the settlement of the PAGA claims and the Maximum and Net Settlement Amounts to be paid as part of the proposed settlement.

A. The PAGA Group Recovery to Be Paid Is Fair and Reasonable

The Parties believe that the PAGA Group Recovery is fair and reasonable and therefore "shall" be reviewed and approved. The Labor and Workforce Development Agency has released data on PAGA settlement amounts. The Gross Settlement Amount of $350,000.00 constitutes approximately $19.93 per pay period before deductions for fees, costs, enhancement award, and administration costs. The Gross Settlement Amount accounts for approximately 20% to 50% of the maximum potential recovery of between $1,755,800 to $887,900 given the reasonable applied risks factors. (Hawkins Decl. ¶20).

Since the filing of the complaint, the Parties have exchanged extensive discovery and engaged in numerous discussions regarding the factual and legal issues surrounding this case. Throughout the litigation, Defendant produced voluminous pages of information and data, including policies, handbooks, time and payroll records for the PAGA Members reflecting time punches at the start of employees' shifts, and at the end of the shift, and meal period punches as well as the applicable pay rates. Defendant also provided Plaintiff's personnel file, records regarding documents identifying the non-exempt positions and information regarding the number of employees holding these positions during the relevant time period. Defendant also provided substantial information concerning the total number of potential size of the PAGA group, the total number of workweeks and pay periods at issue, and the applicable hourly rates and other summary data related to the alleged PAGA Members. The Parties have conducted themselves in informed, good faith arms-length negotiations after conducting discovery and exchanging extensive evidence and information about the claims and defenses of this lawsuit and engaging in pre-mediation discussions, telephone conferences, and correspondence all aimed at settling their dispute (Hawkins Decl., ¶ 13).

In preparation for the mediation, Plaintiff reviewed the entire discovery produced. The information had to be extrapolated and processed to figure out the amount of compensation Plaintiff contends are due to the PAGA Members. Defendants also provided substantial information concerning the total number of potential PAGA Members, the total number of workweeks at issue, and the applicable hourly rates and other summary data related to the alleged class. The evidence and information gathered and reviewed by Plaintiff's counsel provided a factual framework for a comprehensible and reliable damage model pertaining to all Settlement PAGA Members. The mediation included discussion and examination of the PAGA Members and the Parties' respective positions on the legal and factual issues raised in the Complaint. (Hawkins Decl., ¶14).

The PAGA Members recovery compares favorably to the estimated amount of PAGA penalties. With the assistance of an expert, Plaintiff calculated that the maximum amount of statutory PAGA civil penalties for one alleged violation per pay period was potentially $1,755,800 assuming multiple varying violations per pay period based on 17,558 pay periods multiplied by a reasonable per pay period violation rate of $100. These alleged penalties were for the various violations of Labor Code as alleged in the complaint. For instance, the § 226.7/ 512/ (meal periods) for one violation per pay period could be at a maximum of $1,755,800. This would be similarly true to the extent the aggrieved employees were proven to be misclassified and they actually worked overtime in a workweek. Penalties for violation of Labor Code §§ 201/202/203 for approximately 55 former employees would be $5,500. The sick pay under Labor Code 204 was valued at $16,600 and the meal period premium miscalculation was valued at $5,700. The remaining claims could potentially be valued at maximum rates. However, importantly, in total, these calculations were performed at the $100 statutory rate for the penalties for the first violation, and it is likely that any penalties awarded would be at a much lower rate given the facts of this case. 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." Further, the amended PAGA statute provides for lesser penalties in the range of potentially $25 per pay period. The maximum exposure here could be higher if the Court awarded 100% penalties for each and every pay period. Of course, these amounts would probably have been reduced given the polices in place, and manageability issues, the issues of whether someone worked more than 50% of the time doing non exempt work on any given workday or workweek, or why someone missed a meal break on any occasion or worked off the clock, and the issues of payment of meal period premiums. Given the risks involved, a reasonable Risk Value reduction would put the realistic possibility of recovery of penalties at approximately $877,900 taking into account for a reasonable 50% chance of recovery. The risks include manageability issues, not prevailing on the merits, prevailing on certain claims for certain periods, reduced penalty amounts awarded by the trial Court, no liability found at all, and reversal on appeal. (Hawkins Decl. ¶¶ 12-24).

In *Carrington v. Starbucks Corp.*, 30 Cal. App. 5th 504 (2018), the Court of Appeal affirmed a judgment after trial which only provided for a PAGA penalty of $5 per pay period. Therefore, at trial, any PAGA penalties awarded could be significantly less than Plaintiffs' calculation even where Plaintiffs prevailed on the PAGA claim. If the amount of $5 per pay period from *Carrington v. Starbucks* is used, the potential recovery of civil penalties would be only $65,000, which is less than this settlement provides.

Under PAGA, Courts have considerable discretion to reduce the penalty award. In *Fleming v. Covidien*, 2011 U.S. Dist. LEXIS 154590 (C.D. Cal. 2011), a federal court reduced PAGA penalties from $2,800,000 to $500,000, a reduction of 82.2%, because the court found maximum penalties "unjust" because the employees had suffered no injuries. Some trial courts have actually awarded no civil penalties, even when Labor Code violations are established. See *Makabi v. Gedalia*, 2016 Cal. App. Unpub. 1489, *5-7 (2nd Dist. Ct. of App. Mar. 6, 2016) (no PAGA penalties were awarded by the Los Angeles County Superior Court) (unpublished decision); *In re Taco Bell Wage & Hour Actions*, 2016 U.S. Dist. LEXIS 48557, *40-43 (E.D. Cal. Apr. 6, 2016) (PAGA penalties denied after trial).

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.*, 2011 U.S. Dist. LEXIS 13126, *10 (C.D. Cal. 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 that each PAGA Group Member suffered all violations for each pay period the employee worked.

The claims in this PAGA action are based upon the wage and hour practices of Defendant. The settlement provides a recovery of approximately $19.93 per pay period before deductions. This provides the aggrieved employees money now rather than in the future to some undetermined date and undetermined amounts. (Hawkins Decl. ¶ 20).

Defendant contends that Plaintiff and the PAGA Members were properly compensated, and that they did not violate the Labor Code as to any of them. Defendant asserted additional defenses to the PAGA claim as discussed above. These defenses present a risk to the PAGA claim and the potential that some or all of the PAGA penalties sought may not be awarded. (*Id.*)

Given Defendant's potential defenses to the violations at issue, the risks and costs of continued litigation, Plaintiff and her attorneys believe that the PAGA Settlement is fair and reasonable. (Hawkins Decl., ¶¶ 19.) Plaintiff's Counsel have significant experience litigating wage and hour claims including claims for PAGA penalties, and the PAGA Group Recovery here is similar to or greater than similar settlements that courts have approved. (Hawkins Decl., ¶ 29) The PAGA employees recovery, along with the other terms of the proposed settlement, were negotiated by experienced counsel at arm's length with the assistance of a private mediator, Kevin Barnes, Esq. (Hawkins Decl., at ¶ 4)

As set forth in the accompanying proof of service, the LWDA has been provided notice of this motion and the PAGA settlement. The decision of LWDA to accept the PAGA settlement and not oppose the motion should be given considerable weight. This is not a situation where the Court needs to be concerned about the rights of absent employees as in a class settlement, as this PAGA-only settlement does not release the individual claims of absent employees, and the LWDA is a sophisticated government entity that is more than able to look out for its own rights.

B. The Remaining Settlement Terms Are Fair and Reasonable

Although PAGA requires that a court approve the proposed PAGA settlement, Labor Code § 2699(1) does not require that a court approve any other elements of the proposed settlement. Because there are no class allegations, the approval provisions applicable to class settlements under Cal. Code Civil Proc. §382 do not apply. Accordingly, the Court only needs to approve the settlement of the civil penalties sought in the PAGA claim. Nevertheless, as explained herein, the settlement terms for attorneys' fees and costs are reasonable.

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

PAGA does not have any requirements for reviewing attorneys' fees, and Plaintiffs' position is that the payment of attorneys' fees and costs in this settlement is a matter of contract for a contingent representation. Nevertheless, should this Court review the requested attorneys' fees, it is clear that the requested fees and costs are reasonable.

First, the requested fees are justified by the result achieved. Plaintiff's Counsel negotiated a recovery of $350,000.00 and this result justifies the requested fees equal to one third of this recovery. This amount is within the standard contingent recovery. Second, the fee award is justified by the work performed. As detailed in the accompanying Declaration of Plaintiff's Counsel, the fee award is reasonable as Plaintiff's Counsel represents its current lodestar far exceeds the requested amount of $116,666.67.[2] (Hawkins Decl. ¶¶ 25-28).

Generally, the Ninth Circuit and California Courts award multipliers between 2 to 4 times the lodestar to reward counsel for accepting the contingent risks of the litigation or obtaining good results. *See, e.g.*, *Laffitte*, 1 Cal. 5th at 506 (approving one-third fee award with multiplier between 2.03 and 2.13); *Pellegrino v. Robert Half Intern., Inc.*, 182 Cal.App.4th 278 (2010) (noting reasonable multipliers of 2.0 to 4.0 are often applied and affirming 1.75 multiplier); *Wershba v. Apple Computer, Inc.*, 91 Cal.App.4th 224, 254 (2001) (noting that multipliers can range from 2 to 4 or higher); *Vandervort v. Balboa Capital Corp.*, 8 F.Supp. 3d 1200, 1210 (C.D. Cal. 2014) (awarding one-third of fund, which was a 2.52 multiplier of lodestar); *Boyd v. Bank of America*, 2014 WL 6473804, at *11 (C.D. Cal. 2014) (awarding one-third of fund, which was a 2.58 multiplier of lodestar); *Hopkins v. Stryker Sales Corp.*, No. 11-CV-02786-LHK, 2013 WL 496358, at *6 (N.D. Cal. Feb. 6, 2013) (approving fee award that represented a multiplier of 2.76 as falling within the "majority" range for risk multipliers). Here, no multiplier is requested as Plaintiff's Counsel's lodestar exceeds the amount of requested fees. Plaintiff's counsel's lodestar amount is $133,092.00. (Hawkins at ¶ 31).

Finally, the award of litigation expenses is based upon the actual expenses incurred by the Plaintiff's Counsel. (Hawkins at ¶¶ 31-32). Plaintiff's Counsel will be recovering litigation expenses in the total amount of $14,698.37. These expenses are documented in the billing statement attached to the Declaration of Hawkins as <u>Exhibit 2.</u>

VII. THE ENHANCEMENT TO THE PLAINTIFF IS REASONABLE

"[T]he rationale for making enhancement or incentive awards to named plaintiffs is that they should be compensated for the expense or risk they have incurred in conferring a benefit on other members of the class." *Clark v. American Residential Services LLC*, 175 Cal. App. 4th 785 (2009).

Approximately 170 PAGA Members will share a $350,000.00 settlement fund due entirely to the effort and commitment of Plaintiff. Subject to Court approval, therefore, the Settlement provides for an Enhancement Payment of $10,000.00. The Enhancement Payment is fair and reasonable compensation for Plaintiff's efforts in pursuing the action, serving as private attorneys general under PAGA, assisting counsel with the litigation and settlement, regularly conferring with counsel on the status of their case and the strategies for prosecuting the claims, and reviewing the proposed settlement to ensure that its terms are fair and provide adequate relief for the Settlement Class. (Hawkins Decl. ¶ 25; *see* generally Declaration of Plaintiff Vasquez filed concurrently herewith.)

Based on the foregoing, Plaintiff respectfully requests this Court approve the PAGA enhancement to Plaintiff in the amount of $10,000.00.

VIII. CONCLUSION

Based on the foregoing, Plaintiff respectfully request this Court approve the PAGA settlement and the PAGA Member recovery as set forth in the Agreement and enter the proposed order submitted herewith.

Dated: July 28, 2025

JAMES HAWKINS APLC

By: ______________________

JAMES R. HAWKINS
GREGORY MAURO
MICHAEL CALVO
LAUREN FALK
AVA ISSARY

Attorneys for Plaintiff DIANA VASQUEZ, individually and on behalf of the general public as Private Attorney General

PROOF OF SERVICE, COUNTY OF ORANGE

I am a resident of the State of California, County of Orange. I am over the age of eighteen years and not a party to the within action. My business address is 9880 Research Drive., Suite 200, Irvine, California 92618.

On July 28, 2025, I served on the interested parties in this action the following document(s) entitled:

NOTICE OF MOTION AND MOTION TO APPROVE PAGA SETTLEMENT AND MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT OF MOTION

[PROPOSED] ORDER APPROVING PAGA SETTLEMENT AND JUDGMENT

DECLARATION OF JAMES HAWKINS IN SUPPORT OF MOTION TO APPROVE PAGA SETTLEMENT

DECLARATION OF DIANA VASQUEZ IN SUPPORT OF PLAINTIFF'S MOTION FOR APPROVAL PAGA SETTLEMENT

[XX] BY ELECTRONIC SERVICE: Based on a court Order or an agreement by the parties to accept service by e-mail or electronic transmission, I caused the document(s) to be sent from the email address Eddie@jameshawkinsaplc.com to the persons at the e-mail addresses listed in the Service List below. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

SERVICE LIST

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Via LWDA Website Only
Labor and Workforce Development Agency
Attn: PAGA Administrator
1515 Clay Street, Ste 801
Oakland, CA 94612
http://www.dir.ca.gov/Private-Attorneys-General-Act

[XX] **STATE:** I declare under penalty of perjury, under the laws of the State of California, that the above is true and correct.

Executed on July 28, 2025, at Irvine, California

Eddie Magana