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11 Mariel Peña, Sandra Torres, and Aggrieved
12 Employees
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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

11 MARIEL PEÑA and SANDRA TORRES,
12 individually, and on behalf of other aggrieved
13 employees,

13 Plaintiffs,

14 v.

15 ZEREP MANAGEMENT CORPORATION, a
16 California corporation; VINCENT'S
17 GENERAL SERVICES, INC., a California
18 corporation; VALLEY VISTA SERVICES,
19 INC., a California corporation; and DOES 1
20 through 10, inclusive,

19 Defendants.

Case No. 25STCV12783
Assigned to: Hon. William F. Highberger

**PLAINTIFFS' NOTICE OF UNOPPOSED
MOTION AND UNOPPOSED MOTION
FOR APPROVAL OF PAGA
SETTLEMENT; MEMORANDUM OF
POINTS AND AUTHORITIES IN
SUPPORT**

*[Declaration of Camron Dowlatsahi,
Declaration of Mariel Peña, Declaration of
Sandra Torres, and [Proposed] Order filed
concurrently]*

HEARING INFORMATION:

DATE: January 5, 2026

TIME: 10:00 a.m.

DEPT: 10

Complaint Filed: May 1, 2025

Trial Date: None Set

1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. INTRODUCTION AND RELEVANT FACTUAL BACKGROUND**

3 **A. Plaintiffs' Representative PAGA Action**

4 Plaintiffs Mariel Peña and Sandra Torres ("Plaintiffs") worked as hourly, non-exempt
5 employees for Defendants Zerep Management Corporation, Vincent's General Services, Inc., and
6 Valley Vista Services, Inc. (collectively, "Defendants") at Defendants' waste-management
7 operations in Los Angeles County. On April 24, 2025, Plaintiffs exhausted their administrative
8 remedies under the Private Attorneys General Act ("PAGA") by giving written notice to the
9 California Labor and Workforce Development Agency ("LWDA") and to Defendants of the
10 alleged Labor Code violations at issue. (Declaration of Camron Dowlatshahi ("Dowlatshahi
11 Decl."), ¶ 2.) Plaintiffs thereafter filed this Action on May 1, 2025 on behalf of themselves, other
12 similarly-situated employees, and the State of California, asserting nine causes of action arising
13 from Defendants' alleged wage-and-hour violations. (*Id.*)

14 The thrust of Plaintiffs' PAGA claim is that Defendants failed to pay all minimum and
15 overtime wages, failed to provide compliant meal and rest periods, failed to reimburse necessary
16 business expenses, failed to furnish accurate wage statements, and failed to timely pay all final
17 wages upon separation. Plaintiffs seek civil penalties under Labor Code section 2699 for these
18 violations on behalf of all current and former non-exempt employees of Defendants during the
19 PAGA Period.

20 Defendants have denied all liability and have vigorously defended the action. Following the
21 exchange of informal discovery and formal written discovery, including timekeeping and payroll
22 data covering the PAGA Period, the Parties agreed to attempt resolution through private mediation.
23 (*Id.* at ¶ 3.)

24 **B. Mediation and the Parties' Settlement Agreement**

25 On April 15, 2026, the Parties participated in a full-day mediation before Steven J.
26 Serratore, Esq., an experienced California employment-law mediator. (*Id.* at ¶ 4.) After extensive
27 arms-length negotiations facilitated by the mediator, the Parties accepted a mediator's proposal
28 resolving Plaintiffs' representative PAGA claim. (*Id.*) The Parties then finalized and executed the

1 Private Attorneys General Act (Labor Code § 2698 et seq.) Settlement Agreement (the "PAGA
2 Settlement Agreement"), a true and correct copy of which is attached as **Exhibit A** to the
3 concurrently filed Declaration of Camron Dowlatshahi. (*Id.*)

4 Under the PAGA Settlement Agreement, Defendants have agreed to pay a Gross
5 Settlement Amount of Eight Hundred Twenty-Five Thousand Dollars (\$825,000.00) to resolve the
6 representative PAGA claim. (*Id.* at ¶ 5.) As of execution, Defendants estimate the PAGA Period
7 covers approximately 16,500 pay periods worked by approximately 724 PAGA Settlement
8 Employees. (*Id.*) The PAGA Period runs from April 24, 2024 through the Effective Date of the
9 Court's order approving the Settlement. (*Id.*)

10 The Settlement resolves only the representative PAGA claim and PAGA civil penalties.
11 (*Id.* at ¶ 6.) It does not release Plaintiffs' separate individual actions (Los Angeles Superior Court
12 Case Nos. 25PSCV02525 and 25PSCV02526), which are expressly carved out and preserved. (*Id.*)
13 Upon entry of the Court's order approving this Settlement, the entire Action, including the
14 operative Complaint, will be dismissed with prejudice, and the Court will retain jurisdiction under
15 Code of Civil Procedure section 664.6 to enforce the terms of the Settlement. (*Id.*)

16 **II. LEGAL ANALYSIS**

17 **A. Plaintiffs Have Submitted the Settlement to the LWDA**

18 Labor Code section 2699, subdivision (s)(2) requires that any proposed settlement of a
19 PAGA action be submitted to the LWDA at the same time it is submitted to the Court for review
20 and approval. Plaintiffs have satisfied this requirement by submitting a copy of the PAGA
21 Settlement Agreement to LWDA through the agency's online submission portal concurrently with
22 the filing of this motion, and the LWDA portal confirmation is attached as **Exhibit B** to the
23 Dowlatshahi Declaration. (*Id.* at ¶ 7, Ex. B.) Consistent with California law and this Court's
24 practice, the released PAGA claims are expressly limited to the Labor Code violations identified in
25 Plaintiffs' April 24, 2025 LWDA notice and pleaded in the operative complaint, and do not extend
26 to unpleaded claims. (*See Amaro v. Anaheim Arena Mgmt., LLC* (2021) 69 Cal.App.5th 521, 537;
27 *Uribe v. Crown Bldg. Maint. Co.* (2021) 70 Cal.App.5th 986, 1004.)

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1 **B. PAGA Settlement Approval Is Not Governed by Class Action Standards**

2 A representative action under PAGA "is fundamentally a law enforcement action designed
3 to protect the public and penalize the employer for past illegal conduct." (*Iskanian v. CLS Transp.*
4 *Los Angeles, LLC* (2014) 59 Cal.4th 348, 381; *Arias v. Superior Court* (2009) 46 Cal.4th 969,
5 986.) The California Supreme Court has held that a PAGA plaintiff need not satisfy class-action
6 requirements. (*Arias, supra*, 46 Cal.4th at p. 975.) "PAGA has no notice requirements for unnamed
7 aggrieved employees, nor may such employees opt out of a PAGA action." (*Baumann v. Chase*
8 *Inv. Servs. Corp.* (9th Cir. 2014) 747 F.3d 1117, 1122.)

9 Section 2699, subdivision (s)(2) requires only that the Court "review and approve" the
10 settlement. Beyond that statutory command, "neither the California legislature, nor the California
11 Supreme Court, nor the California Courts of Appeal, nor the [LWDA] has provided any definitive
12 answer to [the] vexing question" of the appropriate standard for approving PAGA settlements.
13 (*Alonzo v. First Transit, Inc.* (Cal. Ct. App. Oct. 22, 2018) No. B277109, 2018 WL 5118644, at
14 *8.) Federal courts applying section 2699 approve PAGA settlements that are "fair, reasonable,
15 and adequate" in light of PAGA's purposes.

16 **C. The Settlement Is Fair, Adequate, and Reasonable**

17 The \$825,000 Gross Settlement Amount is fair and reasonable in light of the strength of
18 Plaintiffs' claims, the risks and delay of continued litigation, and the informed nature of the
19 negotiations. Plaintiffs' counsel conducted a thorough investigation of Defendants' wage-and-hour
20 practices before mediation, including formal discovery, review of timekeeping and payroll data
21 covering the PAGA Period, and analysis by an outside employment-data expert engaged to model
22 potential PAGA exposure. (Dowlatsahi Decl., ¶ 3.) On the basis of that investigation, Plaintiffs'
23 counsel prepared a comprehensive PAGA damages model that was exchanged and tested at
24 mediation. (*Id.*)

25 The settlement equates to approximately \$50 per pay period across the estimated 16,500
26 pay periods worked during the PAGA Period. That per-pay-period recovery is consistent with, and
27 in many cases exceeds, PAGA settlements approved by California and federal courts in
28 comparable wage-and-hour actions. It also appropriately discounts for the significant risks

1 Plaintiffs faced on the merits, including Defendants' contentions that they maintained compliant
2 meal, rest, and timekeeping policies, that any violations were isolated rather than systemic, and
3 that PAGA penalties would be subject to reduction under the court's discretion.

4 The Settlement is also procedurally sound. It is the product of a full day of arms-length
5 mediation before an experienced neutral, followed by additional negotiation and exchange of a
6 mediator's proposal. (Dowlatshahi Decl., ¶ 4.) Where, as here, a PAGA settlement follows
7 informed, non-collusive negotiations with the assistance of an experienced mediator, courts
8 routinely find it entitled to a presumption of fairness. (*See Alonzo, supra*, 2018 WL 5118644, at
9 *8.)

10 **D. The Allocation Complies with Labor Code Section 2699(i)**

11 Effective for PAGA notices filed on or after June 19, 2024, Labor Code section 2699,
12 subdivision (i) requires that civil penalties recovered under PAGA be distributed 65 percent to the
13 LWDA and 35 percent to the aggrieved employees on a pro rata basis. The PAGA Settlement
14 Agreement mirrors this statutory allocation: 65 percent of the Net Settlement Amount will be paid
15 to the LWDA, and 35 percent will be distributed to PAGA Settlement Employees on a pro rata
16 basis according to the number of pay periods each worked during the PAGA Period. Consistent
17 with the Court's requirements, the parties have selected a qualified third-party settlement
18 administrator, Phoenix Class Action Administrators, to establish a qualified settlement fund and
19 administer the Settlement, with administration expenses currently estimated at \$1,500.00 paid from
20 the Gross Settlement Amount before calculation of the Net Settlement Amount. (Dowlatshahi
21 Decl., ¶ 8.) Individual PAGA Payments will be reported as penalties on IRS Form 1099 (not as
22 wages on Form W-2), and no portion is allocated to wages. Settlement checks to Aggrieved
23 Employees will remain valid for 180 days from issuance; any funds represented by checks that
24 remain uncashed after that period will be paid to the Pomona Community Foundation (101 W.
25 Mission Blvd., Suite 110 #402, Pomona, CA 91766) as cy pres, consistent with the executed
26 Settlement Agreement. (*Id.*)

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1 **E. The Requested Attorneys' Fees, Costs, and Enhancement Awards Are**
2 **Reasonable**

3 Plaintiffs' counsel requests attorneys' fees in the amount of \$272,250.00, which equals 33
4 percent of the Gross Settlement Amount, together with \$25,000.00 in litigation costs, and an
5 enhancement award of up to \$5,000.00 for each Plaintiff. (*Id.* at ¶ 9.) Prevailing PAGA plaintiffs
6 are entitled to reasonable attorneys' fees and costs as a matter of right. (Lab. Code § 2699, subd.
7 (k)(1).) The California Supreme Court has confirmed that a percentage-of-the-fund method is a
8 permissible way to award fees in a common-fund case such as this. (*Laffitte v. Robert Half Int'l,*
9 *Inc.* (2016) 1 Cal.5th 480, 503.)

10 The requested fee is fair and reasonable in light of: (1) the risk Plaintiffs' counsel undertook
11 by prosecuting this action on a contingency basis; (2) the time, effort, and skill devoted to the case,
12 including formal discovery, retention of an employment-data expert, preparation of a
13 comprehensive PAGA damages model, and a full-day mediation; (3) the recovery achieved for the
14 LWDA and aggrieved employees; and (4) the fact that the resulting effective hourly rate is well
15 within the range approved for comparable representative wage-and-hour matters. (Dowlatsahi
16 Decl., ¶ 9.)

17 The requested \$25,000 in litigation costs is reasonable and necessary. It reflects mediation
18 fees, expert-analyst charges, filing and service fees, and other costs incurred in prosecuting the
19 Action, all supported by contemporaneous records. (Dowlatsahi Decl., ¶ 10.)

20 Finally, the requested enhancement awards of \$5,000 to each of Ms. Peña and Ms. Torres
21 are appropriate to recognize their service in initiating and prosecuting this representative action,
22 participating in discovery and mediation, and shouldering the risks inherent in serving as PAGA
23 representatives on behalf of the LWDA and the aggrieved employees. As set forth in their
24 concurrently filed declarations, each Plaintiff devoted substantial personal time to this matter,
25 including meeting with counsel, gathering and reviewing employment records, verifying pay-
26 period data, responding to written discovery, and remaining available throughout mediation. Each
27 Plaintiff also accepted the reputational, retaliation, and tax-reporting risks of publicly serving as a
28 named PAGA representative. (*Id.* at ¶ 11; Declaration of Mariel Peña, ¶¶ 3-4, 6; Declaration of

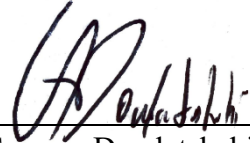
1 Sandra Torres, ¶¶ 3-4, 6.) The requested amount is modest in relation to the \$825,000 Gross
2 Settlement Amount and is consistent with enhancement awards approved in comparable PAGA
3 actions.

4 **III. CONCLUSION**

5 For the foregoing reasons, Plaintiffs respectfully request that the Court grant this
6 unopposed motion, approve the Parties' PAGA Settlement Agreement, award the requested
7 attorneys' fees, costs, and enhancement awards, and enter the accompanying [Proposed] Order.

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9 Dated: September 9, 2026

MILLS SADAT DOWLAT LLP

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11 By: 

12 Camrón Dowlatshahi

13 Attorneys for Plaintiffs
14 Mariel Peña, Sandra Torres, and Aggrieved
15 Employees
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