

KINGSLEY SZAMET & LY

ERIC B. KINGSLEY, Esq. (SBN 185123)
eric@kingsleylawyers.com
LIANE KATZENSTEIN LY, Esq. (SBN 259230)
liane@kingsleylawyers.com
JESSICA BULAON, Esq. (SBN 340749)
jessi@kingsleylawyers.com
16133 Ventura Blvd., Suite 1200
Encino, CA 91436
Telephone: (818) 990-8300
Fax: (818) 990-2903

Attorneys for Plaintiff and all aggrieved employees

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SANTA BARBARA**

JUDITH ZARATE CRUZ, an individual, on
behalf of the State of California, as a private
attorney general,

PLAINTIFF,

v.

TRI-VALLEY VEGETABLE HARVESTING,
INC.; and DOES 1 thru 50, inclusive,

DEFENDANTS.

Case No. 23CV00015

[Case Assigned for All Purposes to Hon.
James F. Rigali in Dept. SM2]

**NOTICE OF MOTION AND MOTION
FOR APPROVAL OF
REPRESENTATIVE ACTION
SETTLEMENT; MEMORANDUM OF
POINTS AND AUTHORITIES IN
SUPPORT THEREOF**

*[Filed concurrently with Declarations of Liane
Katzenstein Ly, Sean Hartranft of Apex Class
Action LLC and Plaintiff Judith Zarate Cruz in
Support of Plaintiff's Motion for Approval of
Representative Action Settlement; [Proposed]
Judgment and Order]*

Date: January 21, 2025

Time: 8:30 A.M.

Dept.: SM 2

Complaint Filed: January 3, 2023

Trial Date: None Set

1 **TO ALL PARTIES AND TO THEIR ATTORNEYS OF RECORD:**

2 **PLEASE TAKE NOTICE** that on January 21, 2025 at 8:30 A.M. in Department SM 2 of
3 the above-entitled court, Plaintiff JUDITH ZARATE CRUZ will move the Court for an Order
4 Granting Approval of Representative Action Settlement.

5 The Motion will be made on the grounds that the proposed Settlement is fair, adequate,
6 reasonable, and in the best interest of Plaintiff, all aggrieved employees, and the Parties.

7 The Motion will be based on this Notice of Motion, the attached Memorandum of Points
8 and Authorities, the Declaration of Liane Katzenstein Ly, the PAGA Settlement Agreement
9 (Exhibit "1" to the concurrently filed Ly Declaration), all other papers and records on file in this
10 action, and on such oral and documentary evidence as may be presented at the hearing on this
11 Motion.

12
13 DATED: December 5, 2024

KINGSLEY SZAMET & LY

14
15 By: 

16 Liane Katzenstein Ly
17 Attorneys for Plaintiff JUDITH ZARATE CRUZ
18 and all aggrieved employees
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1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. INTRODUCTION**

3 Plaintiff Judith Zarate Cruz (“Plaintiff”) submits this Memorandum of Points and
4 Authorities in support of Motion for Approval of Representative Action Settlement. Plaintiff and
5 Defendant TRI-VALLEY VEGETABLE HARVESTING, INC. (“Defendant”) (collectively, the
6 “Parties”) have reached a proposed settlement documented in the PAGA Settlement Agreement
7 (“Settlement” or “Agreement”), attached to the concurrently-filed declaration of Liane Katzenstein
8 Ly.¹

9 This is a Settlement under the Private Attorneys General Act of 2004, Labor Code §2699,
10 et seq. (“PAGA”). The Maximum Settlement Amount is \$187,000.00. After deduction of
11 attorney’s fees and litigation expenses, service enhancement to Plaintiff, and settlement
12 administration costs as discussed in the Agreement, the remaining amount to be divided between
13 the Labor and Workforce Development Agency (“LWDA”) and the aggrieved employees as
14 required by Labor Code section 2699(i) is \$97,796.69, with \$73,347.52 (or 75%) going to the
15 LWDA and \$24,449.17 (or 25%) distributed to the aggrieved employees.²

16 Plaintiff requests that the Court “review and approve any settlement of any civil action
17 filed pursuant to this part” (*See* Lab. Code § 2699(1)(2).) If the Court deems the Settlement fair
18 and acceptable, Plaintiff requests that the Court enter the Proposed Judgment and Order Granting
19 Approval of Private Attorneys General Act Settlement Agreement and Release, submitted
20 concurrently with this Motion.³

21 ///

22 ///

23 ///

24 ¹ The Parties also entered into a separate confidential settlement for Plaintiff Judith Zarate Cruz’s individual claims.
25 Plaintiff had additional claims for wage and hour violations and a wrongful termination claim.

26 ² Pursuant to PAGA, civil penalties recovered by aggrieved employees shall be distributed 75 percent to the
Labor and Workforce Development Agency (“LWDA”) and 25 percent to the aggrieved employee(s). Lab.
Code § 2699(i).

27 ³ Plaintiff’s Motion for Approval of Representative Action Settlement will be concurrently uploaded to the
28 LWDA’s website on the date this Motion is filed. Proof of submission of Plaintiff’s Motion for Approval of
Representative Action Settlement, all related documents, and copy of the email from the LWDA confirming
receipt can be provided to the Court upon request. (Ly Decl. ¶107.)

II. BACKGROUND OF THE CASE AND RELEVANT PROCEDURAL HISTORY

A. Litigation Overview and Procedural History

On October 28 2022, Plaintiff sent a notice letter, pursuant to Labor Code section 2699 (“PAGA”), to the Labor Workforce Development Agency (“LWDA”) regarding her intent to seek civil penalties for Defendant’s violation of Labor Code §§ 226, 226(a), 226.7, 510, 1194, 1194.2, 1198.5, 1199, and 2802, as well as applicable Industrial Welfare Commission Wage Orders, under Labor Code section 2699, *et seq.* Pursuant to Labor Code §2699.3(a)(2)(A), no notice was received by Plaintiff from the LWDA evidencing its intention to investigate within 65 calendar days of the postmark date of the notice. (Declaration of Liane Katzenstein Ly ¶5.) (“Ly Decl.”)

Plaintiff filed her Representative Action Complaint on January 3, 2023, seeking penalties under Labor Code § 2699 *et seq.*, the Private Attorneys General Act (“PAGA”), for Defendant’s violation of Labor Code §§ 226, 226(a), 226.7, 510, 1194, 1194.2, 1198.5, 1199, and 2802, and a cause of action for Defendant’s failure to provide Plaintiff with her personnel file and pay records under §§ 226 and 1198.5. (Hereafter, the “PAGA Action” or the “Action”.) (Ly Decl. ¶6.)

Plaintiff sent an Amended PAGA Notice on September 9, 2024 adding several causes of action. (Ly Decl. ¶7.) Plaintiff filed her Amended Complaint including these causes of action on November 25, 2024. (Ly Decl. ¶8.)

The Parties filed a Joint Stipulation and Protective Order that was approved on November 28, 2023. (Ly Decl. ¶9.)

B. The Discovery Process

Plaintiff served her first set of Special Interrogatories and Requests for Production of Documents on March 21, 2023. (Ly Decl. ¶10.) Defendant served their responses on July 28, 2023. (*Id.*) Defendant produced additional data for mediation purposes only. (*Id.*)

Although Defendant denies all of Plaintiff’s allegations and denies that it violated any and all pertinent law, it recognized the risks and attendant costs of litigation, and the Parties were able to reach a tentative settlement subject to finalization of a formal PAGA Settlement Agreement and the approval of the Court. (Ly Decl. ¶11.) The Parties negotiated the terms and conditions of the Agreement and now present the agreed-upon Settlement to the Court for Approval. (*Id.*)

III. PAGA ACTIONS AND THE REQUIREMENTS

A. The PAGA Statutory Scheme

PAGA creates a means of “deputizing” citizens as private attorney generals to enforce the Labor Code on behalf of the LWDA. *Brown v. Ralphs Grocery Co.* (2011) 197 Cal.App.4th 489, 501, review den. (Oct. 19, 2011, No. S195850), *cert. denied* (Apr. 16, 2012) 132 S.Ct. 1910. A plaintiff may not — and Plaintiff here does not — bring a PAGA claim simply on his or her own behalf as an individual claim, but “as the proxy or agent of the state’s labor law enforcement agencies.” *Id.*, at 986; *see also Reyes v. Macy’s, Inc.* 202 Cal.App.4th 1119, 1123-1124(2011); *Iskanian v. CLS Transp. Los Angeles, LLC*, 59 Cal. 4th 348, 380).

When an aggrieved employee brings a PAGA claim, “the government is always the real party in interest.” *Securitas Sec. Servs. USA, Inc. v. Sup. Ct. of San Diego Cnty.*, 234 Cal.App.4th 1109, 1119 (2015); *Montano v. The Wet Seal Retail, Inc.* 232 Cal.App.4th 1214, 1222 (2015) (“[A] PAGA action is a dispute between an employer and the State agency.”). Accordingly, a plaintiff that brings a PAGA claim represents “the same legal right and interest as state labor law enforcement agencies,” in that the plaintiff is seeking to recover those civil penalties that otherwise would have been assessed and collected by the LWDA. *Arias, supra*, 46 Cal.4th at 986; Lab. Code § 2699 (a) & (f); *Securitas, supra*, 234 Cal.App.4th at 1119; *see also Medina v. Vander Poel* (E.D. Cal. 2015) 523 B.R. 820, 825 (holding “PAGA plaintiffs do not have property rights in their cases.”). This is borne out by the fact that the LWDA receives 75 percent of any civil penalties recovered; thus, recoveries are principally for the state and only secondarily for aggrieved employees. Lab. Code § 2699 (i). Therefore, when a plaintiff brings a PAGA claim, he or she is properly conceived of as a private attorney general prosecuting violations of California’s labor laws on behalf of the state.

An employee may commence a PAGA action by fulfilling the requirements of Cal. Lab. Code § 2699.3 (a)(1), which simply states:

“The aggrieved employee or representative shall give written notice by certified mail to the Labor and Workforce Development Agency and the employer of the specific provisions of this code alleged to have been violated, including the facts and theories to support the alleged violation.”

1 Lab. Code § 2699.3 (a)(1)

2 As explained above, Plaintiff has complied with the notice requirements and has properly
3 pled a PAGA cause of action. (Ex. 1.)

4 B. The Court Has Discretion When Awarding the Amount of Penalties

5 PAGA provides for penalties in the amount of one hundred dollars (\$100) for each
6 aggrieved employee per pay period for the initial violation and two hundred dollars (\$200) for
7 each aggrieved employee per pay period for each subsequent violation. Lab. Code § 2699(f)(2).

8 “PAGA penalties...are mandatory, not discretionary” and must be awarded upon a showing
9 that Defendant violated the Labor Code.⁴ *Amaral v. Cintas Corp.* No. 2 163 Cal. App. 4th 1157,
10 1213 (2008); *Moreno v. Autozone, Inc.* (N.D. Cal. June 5, 2007) No. C05-04432 MJJ, 2007 WL
11 1650942, at *3.

12 However, PAGA does provide the Court with discretion when it awards these penalties.
13 Labor Code §2699(e)(2) states that “a court may award a lesser amount than the maximum civil
14 penalty amount specified by this part if, based on the facts and circumstances of the particular case,
15 to do otherwise would result in an award that is unjust, arbitrary and oppressive, or confiscatory.”
16 Here, Defendant denies that it violated any law or that it engaged in any knowing or intentional
17 conduct giving rise to liability, and expressly denies that any employees suffered harm.

18 C. Standards for Settlement Approval

19 When approving a settlement of a PAGA action, the statute simply requires the Court to
20 “review and approve any settlement of any civil action filed pursuant to this part.” (Lab. Code §
21 2699(l)(2).) PAGA does not set forth standards for evaluating such settlements, and the California
22 appellate courts have not weighed in on the issue. However, trial courts have approved PAGA
23 settlements where the penalties are “genuine and meaningful” and “consistent with the underlying
24 purpose” of the statute. (See *O'Connor v. Uber Techs., Inc.* (N.D. Cal. 2016) 201 F. Supp. 3d
25 1110, 1113.) Additionally, as explained in *Arias v. Superior Court* (2009) 46 Cal.4th 969, class
26 action procedural rules do not apply in PAGA cases, including the two-step preliminary and final
27

28 ⁴ See also *Willner v. Manpower Inc.*, *supra*. 35 F. Supp. 3d at 1136; *McKenzie v. Federal Exp. Corp.*, *supra*, 765 F.Supp.2d at 1232.

approval process. Rather, the approval process consists of one step where the court decides if the settlement should go into effect.

IV. THE SETTLEMENT

Defendant will pay the total sum of \$187,000.00 in full and final settlement of the PAGA claims alleged. (Ly Decl. ¶12., Exhibit 1, ¶4.) Per the Agreement, the amount is allocated as follows:

Maximum Settlement Amount:	\$187,000.00
Plaintiff's Counsel Fees Payment:	\$62,333.33
Plaintiff's Counsel Litigation Expenses Payment:	\$13,869.98 ⁵
Administrator Expenses Payment:	\$8,000.00
Named Plaintiff Enhancement:	\$5,000.00
PAGA Penalties:	\$97,796.69 <i>(\$73,347.52 to the LWDA; \$24,449.17 to the aggrieved employees)</i>

(Ly Decl. ¶13, Exhibit 1, ¶¶4-10.)

Each aggrieved employee shall receive a pro-rata portion of the remaining amount in PAGA penalties by dividing the amount of the aggrieved employees' 25% share of PAGA Penalties by the total number of PAGA Pay Periods during the Settlement Period⁶ during which all Aggrieved Employees were engaged as an hourly and/or piece-rate employee in California for Defendant., and then multiplying the result by each aggrieved employee's respective number of pay periods they were employed in hourly and/or piece-rate positions during the Settlement Period. (Ly Decl. ¶14, Exhibit 1, ¶16.)

For settlement purposes, the Aggrieved Employees are defined as: "This Settlement covers

⁵ The Settlement Agreement provided for counsel to receive cost reimbursement up to \$16,000.00. However, counsel's final costs come to \$13,269.98. Plaintiff anticipates incurring an additional \$600 in future costs associated with filing this motion, appearing at the hearing, etc. so requests costs of \$13,869.98. (Ly Dec., Ex. 1). The extra cost amount will remain in the net settlement fund, causing the net amount for distribution to the LWDA and Aggrieved Employees to be slightly higher than the amount contemplated in the settlement agreement. (Ly Dec., Ex. 1, ¶6)

⁶ The Settlement Period means the period from October 28, 2021 through the Effective Date. (Ly Decl. ¶15, Exhibit 1, ¶2.)

all current and former hourly and/or piece-rate employees of Defendant who were employed in California at any time from October 28, 2021” through November 9, 2024. (“Aggrieved Employee”). (Ly Decl. ¶15, Exhibit 1, ¶1.)

V. ARGUMENT

A. The Court Should Approve the Agreement

The Parties recognize that in accordance with Labor Code §2699(l), Court approval is required in the event of a settlement of a PAGA action on a representative basis. However, as explained in *Arias v. Superior Court* 46 Cal.4th 969 (2009), the Parties are not obligated to follow the class action procedural rules in PAGA cases and therefore need not obtain approval of the PAGA settlement through a motion for primary or final approval. Nonetheless, in order to comply with the requirements of Labor Code §2699, Plaintiff submits the instant Motion and the Agreement for Court approval. (Ly Decl. ¶16, Exhibit “1”).

B. The Risks of Moving Forward with Plaintiff’s PAGA Claim

To help the Court evaluate the fairness of the Settlement, a discussion of the risk evaluation and discount taken follows. (Ly Decl. ¶17.) Plaintiff believed that Defendant may persuasively argue that the Court should exercise its discretion under PAGA to significantly reduce or altogether waive any penalties under PAGA. (Ly Decl. ¶18.) Pursuant to Labor Code §226.3, the Labor Commissioner has the discretion to “decide not to penalize an employer for a first violation when that violation was due to a clerical error or inadvertent mistake.” (Ly Decl. ¶19.) And in accordance with PAGA, the court in a PAGA action has the same discretion “to assess a civil penalty” that the Labor Commissioner would have, as well as complete discretion to “award a lesser amount than the maximum civil penalty amount specified [by PAGA] 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.” (Labor Code § 2699(e)(1) and (e)(2)). (Ly Decl. ¶20.)

Plaintiff’s Counsel anticipated that, at trial, Counsel for Defendant could make a potentially persuasive argument that t: (1) the Aggrieved Employees were properly paid and/or reimbursed in accordance with Defendant’s lawful policies and practices, and that any alleged failure to compensate the Aggrieved Employees was the result of inadvertence and clerical error; (2) the Aggrieved

1 Employees were provided with the opportunity to take meal and rest breaks in compliance with
2 California law; (3) until this PAGA Action was filed, no employees had complaints about any alleged
3 failure to pay wages, provide meal and/or rest breaks, reimburse expenses, issue accurate itemized
4 wage statements; (4) none of Defendant’s employees suffered any harm from or actual damage as a
5 result of the conduct that forms the basis for Plaintiff’s allegations. (Ly Decl. ¶21.) All of which,
6 Counsel for Defendant would argue, should mitigate in factor of significantly reducing or waiving
7 any PAGA penalties. (*Id.*) While Plaintiff disagrees that this analysis is legally correct or persuasive,
8 Plaintiff’s Counsel had to consider the foregoing facts and arguments and how they might impact any
9 judgment ultimately awarded to Aggrieved Employees if the Court were persuaded by them. (Ly
10 Decl. ¶22.)

11 **1. Defendant Failed to Pay All Wages and/or Overtime Claim**

12 “California employees are entitled to compensation for all hours worked, which means “the
13 time during which an employee is subject to the control of an employer, and includes all the time
14 the employee is suffered or permitted to work, whether or not required to do so.” (Title 8 Cal. Code
15 of Regs., § 11080(2)(G); *See Troester v. Starbucks Corp.* (2018) 5 Cal.5th 829, 845, as modified
16 on denial of reh’g (Aug. 29, 2018).) Time is compensable if an employee is “*subject to the control*
17 *of an employer*” even if not working, or if an employee “*is suffered or permitted to work*” even if
18 not “under the employer’s control, provided the employer has or should have knowledge of the
19 employee’s work.” (*Frlekin v. Apple Inc.* (2020) 8 Cal.5th 1038, 1046, reh’g denied (May 13,
20 2020) (citations omitted.) An employer controls an employee if the employer directs an employee
21 and the employee is unable to use their time how they wish. (*Id.* at p. 1047.) Other factors courts
22 may consider include whether the activity is required, “the location of the activity, the degree of
23 the employer’s control, whether the activity primarily benefits the employee or employer, and
24 whether the activity is enforced through disciplinary measures.” (*Id.* at p. 1056; *Cf. Gibbs v. TWC*
25 *Administration, LLC* (S.D. Cal., Jan. 3, 2020, No. 17CV01513DMSAGS) 2020 WL 42768, at *9
26 (denying Defendant’s motion for summary judgment when plaintiff-employees conducted off-the-
27 clock pre-shift activity in preparation to start work right when they clocked in).)

28 Additionally, California workers are statutorily entitled to overtime compensation, unless

1 they are properly classified as falling within one of the narrow exemption categories. Under
2 California law, “[a]ny work in excess of eight hours in one workday and any work in excess of 40
3 hours in any one workweek...shall be compensated at the rate of no less than one and one-half
4 times the regular rate of pay for an employee.” (Lab. Code, § 510, subd. (a).) Furthermore, “[a]ny
5 work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the
6 regular rate of pay for an employee.” (Lab. Code, § 510, subd. (a).) Labor Code §§ 510, 511, 1194,
7 1194.2, and 1199 require employer to pay its employees the legal minimum wage and the legal
8 overtime compensation applicable. Labor Code § 510(a) states that eight hours of labor constitutes
9 a day’s work and any work in excess of eight hours in one workday and any work in excess of 40
10 hours in any one workweek must be compensated at the rate of no less than one and one-half times
11 the regular rate of pay for an employee. Any work in excess of 12 hours in one day shall be
12 compensated at the rate of no less than twice the regular rate of pay.

13 Here, Plaintiff alleged that Defendant had a consistent policy of failing to pay wages and/or
14 overtime to Plaintiff and all aggrieved employees. Plaintiff alleged that the aggrieved employees
15 routinely worked “off the clock” after their shifts. (Ly Decl. ¶23.) Specifically, Plaintiff alleged
16 that Plaintiff and the aggrieved employees would have to keep working without compensation if
17 there were still vegetables left on their worktables and/or clean the machines and their work areas
18 before they were permitted to leave. (Ly Decl. ¶24.) The time spent was “clocked out” and as such,
19 Plaintiff alleged that Plaintiff and the Aggrieved Employees were not compensated for this time
20 worked even though this time is compensable. (Ly Decl. ¶25.)

21 Plaintiff alleged that these “off the clock” wages were missing on every pay period. (Ly
22 Decl. ¶26.) Defendant disputed this allegation, alleging that no work was ever performed off the
23 clock and the time keeping system ensured that the hours recorded were accurate, among other
24 defenses. (Ly Decl. ¶27.)

25 **2. Defendant Failed to Provide And/or Record Rest Breaks For Piece-** 26 **Rate Employees**

27 Labor Code section 226.7, subdivision (c), requires an employer to pay an additional hour
28 of compensation for each workday the employer fails to provide a rest period according to law.

1 Employees are entitled to a paid ten (10) minute rest break for every four (4) hours worked, or
2 major fraction thereof. (Cal. Code Regs., tit. 8, § 11140, sub. 12(A).)

3 Plaintiff and the Aggrieved Employees' rest period claims arise from a common course of
4 conduct wherein Defendant did not provide employees with the opportunity to take first, second,
5 and third 10-minute rest breaks in compliance with California law. The California Supreme Court
6 has held: "Employees are entitled to 10 minutes' rest for shifts from three and one-half to six hours
7 in length, 20 minutes for shifts of more than six hours up to 10 hours, 30 minutes for shifts of more
8 than 10 hours up to 14 hours and so on." (*Brinker Rest. Corp v. Superior Court*, supra, 53 Cal.4th
9 at 1029.) In an eight-hour workday, being denied the two paid rest breaks in a day is "essentially
10 perform[ing] 20 minutes of 'free' work." (*Murphy v. Kenneth Cole Productions, Inc.* (2007) 40
11 Cal.4th 1094, 1104).

12 The Court has also clarified what steps an employer must take to make rest breaks available
13 to its employees:

14 An employer is required to authorize and permit the amount of rest break time
15 called for under the wage order for its industry. If it does not—if, for example, it
16 adopts a uniform policy authorizing and permitting only one rest break for
17 employees working a seven-hour shift when two are required—it has violated the
18 wage order and is liable. No issue of waiver ever arises for a rest break that was
19 required by law but never authorized; if a break is not authorized, an employee has
20 no opportunity to decline to decline to take it.
(*Brinker Rest. Corp. v. Superior Court*, supra, 53 Cal.4th at 1033 (*emphasis added.*)).

21 Employers must authorize and permit a net ten-minute paid rest period for every four hours,
22 or major fraction thereof, of work for its employees. If an employer does not, then the employer
23 must pay the employee one hour of pay at the employee's regular rate of pay for each workday
24 that the rest period is not provided. (Cal. Code Regs., tit. 8, § 11140, subd. 12(B).) Furthermore,
25 because Plaintiff and some or all of the Aggrieved Employees were paid piece-rate, rest and
26 recovery breaks must be recorded and paid at the regular rate. (Lab. Code § 226.2.)

27 Here, Plaintiff alleges that Plaintiff and the Aggrieved Employees did not receive all
28 second and third rest periods due to Defendant's policy and practices. (Ly Decl. ¶28.) Defendant's
written policy and practice was that foremen had to schedule and relieve employees for rest breaks.

1 Foremen were also required to track the time for some or all employees. Plaintiff alleges that
2 because these rest periods were not properly recorded, employees were not paid for these rest
3 breaks as is required for piece-rate workers. (Ly Decl. ¶29.)

4 As such, Defendant is liable for PAGA penalties for these violations. Defendant disputed
5 this allegation, alleging all rest periods were provided and legally compliant, among other
6 defenses. (Ly Decl. ¶30.)

7 **3. Defendant Failed to Reimburse Necessary Business Expenses**

8 Labor Code section 2802 provides that an employer must “indemnify his or her employee
9 or all necessary expenditures or losses incurred by the employee in direct consequence of the
10 discharge of his or her duties” (Lab. Code, § 2802, subd. (a).)

11 Plaintiff alleges that Defendant required that Plaintiff and the aggrieved employees use
12 their own vehicles to travel between job sites to perform work tasks. (Ly Decl. ¶31.) Because
13 Defendant did not provide buses or other transportation to workers so that they could travel from
14 job sites to job sites in the middle of their shifts, Plaintiff alleges that they used their own vehicles
15 to travel from job site to job site. (Ly Decl. ¶32.) Plaintiff alleges that Defendant has failed to
16 reimburse Plaintiff and the Aggrieved Employees for all mileage as a result of using their own
17 vehicles. (Ly Decl. ¶33.)

18 Moreover, Plaintiff contends that she was not reimbursed for all mileage incurred despite
19 using her personal vehicle on a regular and consistent basis. There are only three mileage
20 reimbursement forms for the entirety of Plaintiff’s employment, despite being employed for nearly
21 8 years and traveling between worksites at least 3-4 times per month. (Ly Decl. ¶34.) Plaintiff’s
22 expert also found only 132 pay periods with reimbursements totaling only \$684.16 throughout the
23 entire PAGA period.

24 As such, Defendant is liable for PAGA penalties resulting from its failure to reimburse all
25 necessary business expenses to Plaintiff and the aggrieved employees.

26 Defendant disputed this allegation, alleging that it did reimburse all necessary expenses
27 properly and had a policy and practice in place to do so, among other defenses. (Ly Decl. ¶35.)

28 ///

1 **4. Defendant Failed to Issue Lawful Itemized Wage Statements**

2 California Labor Code §226(a) requires Defendant to provide its employees with an
3 accurate, itemized written wage statement that shows, in relevant part, total hours worked by the
4 employee, and all applicable hourly rates and the corresponding number of hours worked.

5 Defendant issued wage statements that violate Labor Code §§ 226(a)(2), and (9). Labor
6 Code § 226(a) specifically requires that the employer shall, semimonthly or at the time of each
7 payment of wages, furnish each of his or her employees, an accurate itemized statement in writing
8 showing all applicable hourly rates in effect during the pay period and the corresponding number
9 of hours worked at each hourly rate by the employee.

10 Here, as a result of the allegations above, Plaintiff alleges that Defendant has failed to
11 furnish Plaintiff and all aggrieved employees accurate itemized wage statements that show total
12 hours worked by the employee and all applicable hourly rates in effect during the pay period and
13 the corresponding number of hours worked at each hourly rate by the employee pursuant to Labor
14 Code §§ 226(a)(2) and (9). (Ly Decl. ¶36.) Defendant denies and continues to deny these
15 allegations as well.

16 **5. Defendant Failed to Provide Plaintiff with Her Personnel File and**
17 **Payroll Records**

18 Labor Code § 226(f) provides that “[a] failure by an employer to permit a current or former
19 employee to inspect or copy records within the. . .” statutory time frame “. . . entitles the current
20 or former employee or the Labor Commissioner to recover a seven-hundred-fifty-dollar (\$750)
21 penalty from the employer.”

22 Additionally, Labor Code §226(h) permits an employee to bring an action for injunctive
23 relief to ensure compliance Labor Code § 226 and states that employee is entitled to an award of
24 costs and reasonable attorney’s fees. Labor Code § 1198.5(a) states: “Every current and former
25 employee, or his or her representative, has the right to inspect and receive a copy of the personnel
26 records that the employer maintains relating to the employee’s performance or to any grievance
27 concerning the employee.” Section 1198.5(k) provides that if an employer fails to permit an
28 inspection or fails to permit an employee to copy personnel records within the times specified, the

1 current or former employee may recover a penalty of seven hundred fifty dollars (\$750) from the
2 employer. Additionally, Labor Code § 1198.5(l) permits an employee to bring an action for
3 injunctive relief to obtain compliance with this section, and may recover costs and reasonable
4 attorney’s fees in such an action. Labor Code § 226.2 also provides for a heightened penalty for
5 failing to keep the required records.

6 On August 12, 2022, Plaintiff mailed to Defendant her first written request to her employer
7 to copy or to receive a copy of her personnel file and payroll records. (Ly Decl. ¶37.) The letter
8 cited Labor Code §§ 226 and 1198.5. (Ly Decl. ¶38.) Defendant signed Plaintiff’s certified mail
9 receipt on August 15, 2022.

10 Defendant did not provide the documentation requested by Plaintiff within the statutory
11 time frames causing Plaintiff to mail a second written request to Defendant on September 13, 2022.
12 (Ly Decl. ¶38.) Plaintiff received a returned certified mail receipt signed by Defendant on
13 September 16, 2022, indicating receipt of Plaintiff’s second written request. (Ly Decl. ¶39.)
14 Defendant did not provide the documentation requested by Plaintiff in her second written request
15 within the statutory time frame. (Ly Decl. ¶40.) Plaintiff did not receive her personnel file until
16 December 1, 2023. (Ly Decl. ¶41.)

17 As such, Defendant has violated Labor Code §§ 226 and 1198.5 and Plaintiff is entitled to
18 penalties. Defendant denies and continues to deny these allegations as well.

19 **6. The Risks Associated with Moving Forward with Plaintiff’s PAGA**
20 **Claim**

21 PAGA’s statutory penalties are available for violations of Labor Code §§ 201, 202, 203,
22 226, 226(a), 226.2, 226.3, 226.7, 510, 512, 1194, 1194.2, 1198.5, 1199, and 2802, as stated in
23 Labor Code section 2699.

24 Labor Code section 2699(f) provides, in relevant part, “[f]or all provisions of this code
25 except those for which a civil penalty is specifically provided, there is established a civil penalty
26 for a violation of these provisions, as follows: one hundred dollars (\$100) for each aggrieved
27 employee per pay period for the initial violation and two hundred dollars (\$200) for each aggrieved
28 employee per pay period for each subsequent violation.” In addition, the statute provides that

1 “[a]ny employee who prevails in any action shall be entitled to an award of reasonable attorney’s
2 fees and costs.” (Labor Code § 2699(g)(1).) (Ly Decl. ¶42.)

3 C. A Court May Exercise its Discretion to Reduce the Maximum Civil Penalty
4 Awarded for Technical Violations of the Labor Code

5 “PAGA penalties...are mandatory, not discretionary” and must be awarded upon a
6 showing that Defendant violated the Labor Code. *Amaral v. Cintas Corp.* No. 2 163 Cal. App 4th
7 1157, 1213 (2008); *Moreno v. Autozone, Inc.* (N.D. Cal. June 5, 2007) No. C05-04432 MJJ, 2007
8 WL 1650942, at *3.

9 However, PAGA does provide the Court with discretion when it awards these penalties.
10 Labor Code section 2699(e)(2) states that “a court may award a lesser amount than the maximum
11 civil penalty amount specified by this part if, based on the facts and circumstances of the particular
12 case, to do otherwise would result in an award that is unjust, arbitrary and oppressive, or
13 confiscatory.”

14 In *Fleming v. Covidien Inc.* (C.D. Cal., Aug. 12, 2011, No (OPX)), 2011 WL 7563047, the
15 Court exercised its discretion to reduce the PAGA penalty amount. There, the plaintiff brought a
16 PAGA claim for violations of section 226(a) based on the following issues: (a) the statements did
17 not show either an employee identification number or the last four digits of the social security
18 number of the employee; (b) the statements did not show the beginning date of the pay period for
19 which the employee was paid; (c) the statements identified Covidien as the employee’s employer.
20 (*Id.* At *2). There were approximately 28,000 wage statements at issue. (*Id.* at *3). The *Fleming*
21 court calculated the maximum potential civil penalty exposure at \$2.8 million (\$100 per wage
22 statement). (*Ibid*; see also Labor Code § 2699(f)(2)). After a bench trial, the Court elected to
23 exercise its discretion to reduce the civil penalty per wage statement to \$18 per wage statements,
24 reflecting 18% of the potential exposure. (*Id.* at *4). The Court reasoned:

25 Here, the aggrieved employees suffered no injury due to the erroneous wage
26 statements, and made no complaint of the errors or omissions contained
27 therein prior to filing suit. Also, Defendants were not aware that the wage
28 statements violated the law and took prompt steps to correct all violations
once notified. Given these circumstances, the Court finds a \$2.8 million
penalty unjust according to § 2699(e)(2). Accordingly, in its discretion, the

1 Court reduces the penalty to \$500,000.

2 Id. at *4. A court exercising its discretion to significantly reduce the civil penalty awarded under
3 PAGA is not a rare occurrence. *See e.g., Carrington v. Starbucks Corp.* (2018) 30 Cal. App. 5th
4 504, 529 (awarding 10% of maximum civil penalty for meal break claims in light of Starbucks's
5 "good faith attempts" to comply and because the violations were minimal).

6 Here, as explained above, Plaintiff's counsel anticipated that, at trial, Counsel for
7 Defendant would argue that: (1) the Aggrieved Employees were properly paid and/or reimbursed
8 in accordance with Defendant's lawful policies and practices, and that any alleged failure to
9 compensate the Aggrieved Employees was the result of inadvertence and clerical error; (2) the
10 Aggrieved Employees were provided with the opportunity to take meal and rest breaks in
11 compliance with California law; (3) until this Action was filed, no employees had complaints about
12 any alleged failure to pay wages, provide meal and/or rest breaks, reimburse expenses, issue
13 accurate itemized wage statements; (4) none of Defendant's employees suffered any harm from or
14 actual damage as a result of the conduct that forms the basis for Plaintiff's allegations. All of
15 which, Counsel for Defendant would argue, should mitigate in favor of significantly reducing the
16 civil penalty.

17 After engaging in pertinent informal discovery in this Action, Plaintiff's counsel determined
18 that a settlement of \$187,000.00 is reasonable given the above risks.

19 D. Based on the Risks Above and the Analysis of the Maximum Penalties Available,
20 Plaintiff Believes this Settlement is Fair and Reasonable

21 There are approximately 10,058 PAGA Periods at issue affecting approximately 400
22 Aggrieved Employees in this Settlement. (Ly Decl. ¶43.) If one PAGA penalty occurred during
23 each pay period, the maximum exposure would be \$1,005,800.00. (Ly Decl. ¶44.) Plaintiff alleges
24 an off the clock claim, a reimbursement claim, and a wage statement claim in each pay period.
25 (Ly Decl. ¶45.) If these claims are stacked, the value of these three claims together is over
26 \$3,000,000.00. (Ly Decl. ¶46.) Plaintiff's damage analysis indicated that approximately 1,790
27 shifts had a rest period violation, or \$179,000.00. (Ly Decl. ¶47.) There are also approximately
28

310 former employees, which brings the claim for waiting time penalties pursuant to Labor Code §§ 201-203 to \$31,000.00. (Ly Decl. ¶48.) Based on these figures, the maximum potential exposure for the PAGA claims for the Aggrieved Employees is more than \$3,100,000.00. (Ly Decl. ¶49.) However, in light of the immense discretion available, Plaintiff believes the Settlement is reasonable. (Ly Decl. ¶50.) The Court could determine that stacking was improper, reduce the penalty amount, or rule against Plaintiff on all or some of the violations. (Ly Decl. ¶51.) Plaintiff believes this is a very fair and reasonable settlement in light of the risks. (Ly Decl. ¶52.)

VI. THE REQUEST FOR ATTORNEYS' FEES AND COSTS

As detailed fully in the Settlement, the settlement provides for Defendant to create a Maximum Settlement Amount of \$187,000.00. (Ly Decl. ¶57; Ex. 1 at ¶4.) From that fund, Plaintiff requests an award of attorneys' fees for Plaintiff's Counsel in the amount of \$62,333.33, or 33.33% of the Maximum Settlement Amount, and \$13,869.98 in reimbursement for litigation costs. (*Id.*; Ex. 1 at ¶5.)

A. Plaintiff's Counsel are Entitled to a Fee from the Common Fund

On August 11, 2016, the California Supreme Court decided *Laffitte v. Robert Half International*, which addressed the correct methodology for awarding fees in a class action settlement. (*Laffitte v. Robert Half Intern. Inc.* (Cal. 2016) 205 Cal.Rptr.3d 555, 573.) The *Laffitte* Court approved awarding fees as a percentage of the settlement fund in cases like the present one, where a settlement results in the creation of a common fund on behalf of a class:

We join the overwhelming majority of federal and state courts in holding that when class action litigation establishes a monetary fund for the benefit of the class members, and the trial court in its equitable powers awards Class Counsel a fee out of that fund, the court may determine the amount of a reasonable fee by choosing an appropriate percentage of the fund created.

(*Id.* at 573.) The Court then set out several reasons why the percentage-of-the-fund method is preferred over the alternative lodestar-multiplier approach in California courts:

The recognized advantages of the percentage method—including relative ease of calculation, alignment of incentives between counsel and the class, a better approximation of market conditions in a contingency case, and the encouragement it provides counsel to seek an early settlement and avoid unnecessarily prolonging

1 the litigation [citations]—convince us the percentage method is a valuable tool that
2 should not be denied our trial courts.

3 (*Id.* at 573.)

4 An award of \$62,333.33 of the common fund is appropriate here under the “substantial
5 benefit” theory. (*Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1810; *Wershba v. Apple*
6 *Computer, Inc.* (2001) 91 Cal.App.4th 224, 254.) That theory permits a litigant who has sued in a
7 representative capacity to recover fees when the litigant’s efforts have created a substantial, actual,
8 and concrete benefit for members of an ascertainable class and the court’s jurisdiction over the
9 subject matter makes possible an award which spreads the cost proportionately among the
10 members of the benefitted class. (*See Ciani v. San Diego Trust & Sav. Bank* (1994) 25 Cal.App.4th
11 563, 578.)

12 This doctrine rests on the understanding that attorneys should normally be paid by their
13 clients, and that unless attorneys’ fees are paid out of the common fund, those who benefitted from
14 the fund would be unjustly enriched. (*Woodland Hills Residents Assn., Inc. v. City Council* (1979)
15 23 Cal.3d 917, 943; *Save El Toro Ass’n v. Days* (1979) 98 Cal.App.3d 544, 548-49.) To prevent
16 this unfair result, courts exercise their inherent equitable powers to assess attorneys’ fees against
17 the entire fund, thereby spreading the cost of those fees among all those who benefitted. (*Serrano*
18 *III*, 20 Cal.3d at p. 35.) “A court, in the exercise of its equitable discretion, may decree that those
19 receiving the benefit should contribute to the costs of its production.” (*Save El Toro Assn., supra*,
20 98 Cal.App.3d at 548.) As this approach “better approximates the workings of the marketplace
21 than the lodestar approach,” there is “a greater judicial willingness to evaluate a fee award as a
22 percentage of the recovery” in common fund cases. (*Lealao v. Beneficial Calif., Inc.* (2000) 82
23 Cal.App.4th 19, 31, 48.)

24 B. The Attorneys’ Fees Request Are Well Within the Range of Fees in Comparable
25 Cases

26 Courts historically award fees in the twenty-to-fifty percent range, depending on the
27 circumstances of the case. As stated in Newberg:

28 No general rule can be articulated on what is a reasonable percentage
of a common fund. Usually 50% of the fund is the upper limit on a

reasonable fee award from a common fund in order to assure that the fees do not consume a disproportionate part of the recovery obtained for the Class, although somewhat larger percentages are not unprecedented.

(Newberg on Class Actions, 3rd Ed., 1992, § 14.03; and see *Chavez v. Netflix, Inc.* (2008) 162 Cal.App.4th 43, 66, fn 11 [“Empirical studies show that, regardless whether the percentage method or the lodestar method is used, fee awards in class actions average around one-third of the recovery.”].) Thus, Plaintiff’s Counsel’s requested fee of 62,333.33% is not only well within the range of reasonableness, but lower than the average fee award of 35% and is fair compensation for undertaking this complex, risky, expensive, and time-consuming litigation on a contingent basis.

C. Plaintiff’s Counsel’s Fee Request is Reasonable Under a Lodestar Crosscheck

Courts may “cross-check” the results of the common fund method against the lodestar method. (See *In re Consumer Privacy Cases* (2009) 175 Cal.App.4th 545, 557.) The lodestar is calculated by multiplying the reasonable hours expended by a reasonable hourly rate. (*Serrano v. Priest*, 20 Cal.3d 25, 48-49 (1977) (“*Serrano III*”).) Those rates reflect “the general local hourly rate for a fee-bearing case” and do “not include any compensation for contingent risk, extraordinary skill, or any other factors.” (*Ketchum v. Moses* (2001) 24 Cal.4th 1122, 1138.) The court may then enhance the lodestar with a multiplier. (*Wershba, supra*, 91 Cal.App.4th at 254; *Serrano III, supra*, 20 Cal.3d at 49.)

1. **Requested Multiplier**

The purpose of using the lodestar/multiplier method is to mirror the legal marketplace. Counsel will not handle cases for straight hourly fees payable only if they win; therefore, an enhancement is often awarded so that the fee received is commensurate with what attorneys could expect to be compensated for services in similar circumstances. (See *Tulare Valley Audubon Soc., Inc. v. County of Tulare* (1984) 155 Cal.App.3d 738, 755 [an award must be large enough “to entice competent counsel to undertake difficult public interest cases”].) No specific findings reflecting the court’s calculations are required. (*Wershba, supra*, 91 Cal.App.4th at 254; *Rebney, supra*, 232 Cal.App.3d at p. 1349.) “The record need only show that the attorney fees were awarded according to the ‘lodestar’ or ‘touchstone’ approach.” (*Ibid.*)

Here, a lodestar cross-check confirms that the percentage requested is reasonable. (Ly Decl. ¶66.) Plaintiff's Counsel have an aggregate lodestar in the amount of \$43,830.00 which represents 60 hours of attorney work on this litigation from its inception through the date of this filing of Plaintiff's instant Motion, and 10 future hours. (*Id.*) As such, Plaintiff's Counsel is asking for a lodestar multiplier of 1.42. (Ly Decl. ¶67.) Typically, the lodestar is merely the starting point of the calculation of a reasonable fee, and courts often multiply the lodestar by a factor to account for the risk of non-payment, delay in payment, the quality of work, and the novelty and difficulty of the issues involved. (*See Radar v. Thrasher*, (1962) 57 Cal.2d 244, 253; *Beasley v. Wells Fargo Bank*, (1991) 235 Cal.App.3d 1407, 1419; *Coal. for L.A. County Planning v. Bd. of Supervisors*, (1997) 76 Cal.App.3d 241, 251.)

This case dealt with difficult legal and factual questions. (Ly Decl. ¶68.) Significantly, the risk attendant to the underlying claims in this matter was great considering Defendant's defenses as discussed in detail above. (*Ibid.*) Were this case to proceed, Defendant would have a strong incentive to litigate tenaciously. (*Ibid.*) There are genuine issues in dispute. (*Ibid.*) Furthermore, Plaintiff's Counsel was able to obtain close to the full value for this case. (Ly Decl. ¶69.)

As discussed above, Plaintiff's Counsel are skilled wage and hour practitioners with decades of experience who diligently prepared and litigated this matter. (Ly Decl. ¶70.) To achieve the ultimate result in this case, my firm had to incur substantial risk and expense, and were precluded from taking other fee generating employment for 46 hours of attorney time. (Ly Decl. ¶71.) This matter had been handled purely on a contingency fee basis and Plaintiff's Counsel has advanced many thousands of dollars in costs while deferring all payment of fees, with no guarantee that any of the fees incurred or costs advanced would ever be recovered, and diverting significant firm resources to prosecution of this matter. (Ly Decl. ¶72.) Plaintiff's Counsel believe this is an exceptional result that has been well received by the Aggrieved Employees. (Ly Decl. ¶73.)

VII. THE COURT SHOULD APPROVE THE REQUEST FOR REIMBURSEMENT OF COSTS

In addition to their request for fees, Plaintiff's Counsel further request reimbursement of the reasonable out-of-pocket expenses advanced and/or incurred by them in connection with this

1 litigation, in the amount of \$13,869.98. (Ly Decl. ¶94.) To date, Plaintiff's Counsel has incurred
2 \$13,269.98 in costs. (Ly Decl. ¶95.) Plaintiff's Counsel anticipates incurring an additional \$600.00
3 in costs to file and serve this motion, but the Settlement provides for a reimbursement of litigation
4 costs of up to \$16,000.00. (Ly Decl. ¶96.) As such, counsel is requesting a cost reimbursement of
5 \$13,869.98. (Ly Decl. ¶97.)

6 All of the requested costs are reasonable in amount and were necessarily incurred by
7 Plaintiff's Counsel in prosecuting this litigation. (Ly Decl. ¶98.); Exhibit 2 [Cost Report].)
8 Expenses in this matter to date include costs for filing fees, research, mediation, and additional
9 costs for the prosecution of this case evidenced in the costs spreadsheet attached to the Declaration
10 of Liane Katzenstein Ly. All of these costs have been incurred in the course of this litigation, and
11 all costs advanced have already been paid by Plaintiff's Counsel, with the exception of the
12 anticipated cost of filing the present motion. (Ly Decl. ¶99.)

13 Accordingly, the requested reimbursement of the reasonable out-of-pocket expenses
14 advanced and/or incurred is appropriate and justified as part of the overall settlement and the Court
15 should approve the request for reimbursement in the amount of \$13,869.98. (Ly Decl. ¶100.)

16 **VIII. ENHANCEMENT TO PLAINTIFF**

17 The Settlement calls for an enhancement payment of \$5,000.00 to the named Plaintiff, to
18 be paid from the Maximum Settlement Amount. (Ly Decl. ¶100; Ex. 1 at ¶7.) Incentive awards
19 "are intended to compensate class representatives for work done on behalf of the class, to make up
20 for financial or reputational risk undertaken in bringing the action, and sometimes, to recognize
21 their willingness to act as a private attorney general." (*Rodriguez v. West Publishing Corp.* (9th
22 Cir. 2009) 563 F.3d 948, 958-59. "[I]t is established that named plaintiffs are eligible for
23 reasonable incentive payments to compensate them for the expense or risk they have incurred in
24 conferring a benefit on other members of the class." (*Munoz v. BCI Coca-Cola Bottling Co. of Los*
25 *Angeles* (2010) 186 Cal.App.4th 399, 412 (citing *Clark v. American Residential Services LLC*
26 (2009) 175 Cal.App.4th 785, 805-806; *Staton v. Boeing Co.* (9th Cir.2003) 327 F.3d 938, 977)).

27 Here, the enhancement takes into consideration the time, effort, and expense incurred by
28 Plaintiff in coming forward to litigate this matter on behalf of the Aggrieved Employees. The time

1 spent by Judith Zarate Cruz includes identifying competent counsel, providing information to
2 Plaintiff's Counsel regarding Plaintiff's relevant employment experiences, compiling documents,
3 meeting with Plaintiff's Counsel frequently to discuss the status of the case and the theories of
4 liability, reviewing settlement documents, and making herself available for a full day of mediation.
5 (Ly Decl. ¶102.)

6 Plaintiff's Counsel considers this to be a fair and reasonable enhancement. (Ly Decl. ¶103.)
7 The enhancement takes into consideration the time, effort, risks, and expense incurred by Plaintiff
8 in coming forward to litigate this matter on behalf of the Aggrieved Employees. (Ly Decl. ¶104.)
9 Accordingly, Plaintiff should be awarded the agreed-upon enhancement of \$5,000.00.

10 **IX. CONCLUSION**

11 Plaintiff and Plaintiff's Counsel submit that the proposed Settlement as documented in the
12 Agreement is fair, adequate, reasonable, and in the best interest of the Parties and the State of
13 California. Plaintiff respectfully requests that the Court approve the Settlement and Order that the
14 Settlement is carried out according to the terms of the Agreement.

15
16 DATED: December 5, 2024

KINGSLEY SZAMET & LY

17
18 By: 

19 Liane Katzenstein Ly
20 Attorneys for Plaintiff JUDITH ZARATE CRUZ
21 and all aggrieved employees
22
23
24
25
26
27
28

(PROOF OF SERVICE)
[CCP 1013(a)(3)]

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 years and not a party to the within action. My business address is 16133 Ventura Boulevard, Suite 1200, Encino, California 91436.

On December 5, 2024, I served all interested parties in this action the following documents described as: **NOTICE OF MOTION AND MOTION FOR APPROVAL OF REPRESENTATIVE ACTION SETTLEMENT; MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT THEREOF** by placing a true copy thereof enclosed in a sealed envelope addressed as follows:

Rafael Gonzalez
rgonzalez@mullenlaw.com
Brian T. Daly
bdaly@mullenlaw.com
Christina M. Behrman
Cbehrman@mullenlaw.com
Sean T. Stratford-Jones
Sstratford-jones@mullenlaw.com
MULLEN & HENZEL LLP
112 E Victoria St.
Santa Barbara, CA 93101

[XX] BY ELECTRONIC SERVICE: I caused a true and correct copy thereof to be electronically filed using the Labor and Workforce Development Agency Electronic Filing ("EF") System (<https://dir.tfaforms.net/315>) and service was completed by electronic means by transmittal of the documents referenced herein on the EF System.

[XX] (BY ELECTRONIC MAIL TRANSMISSION): I caused the document to be send to the persons at the e-mail address(es) listed on the attached service list. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful. A pdf copy of which was sent via email to the above email address(es).

[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 December 5, 2024, at Chino, California.



Leslie Sanchez