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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF FRESNO

SOPHIA HERRERA, on behalf of herself and all others similarly situated, Plaintiff, vs. PRIDESTAFF INC., a California Corporation; SUPPLIES NETWORK, a Missouri Corporation; and DOES 1-50, inclusive, Defendants.	Case No. 22CECG04217 *Assigned for All Purposes To:* Hon. D. Tyler Tharpe Dept.: 501 **MEMORANDUM IN SUPPORT OF RENEWED MOTION FOR APPROVAL OF PAGA SETTLEMENT AGREEMENT** Date: June 16, 2026 Time: 3:27 p.m. Dept.: 501 Complaint Filed: December 30, 2022 Trial: None Set

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MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

Plaintiff Sophia Herrera ("Plaintiff") brings this Renewed Motion for Approval of PAGA Settlement Agreement pursuant to Cal. Lab. Code § 2699(s)(2). Plaintiff filed this case pursuant to the Private Attorneys General Act of 2004 ("PAGA"). Plaintiff and Defendants PrideStaff, Inc. and Distribution Management, Inc. dba Supplies Network (collectively, "Defendants") have reached a proposed settlement that effectuates the purposes of PAGA and, by this motion, Plaintiff, pursuant to California Labor Code § 2699(s), seeks Court approval of such settlement. The terms of the settlement are set forth in the PAGA Settlement Agreement ("Settlement Agreement") attached as **Exhibit 1** to the Declaration of James R. Hawkins ("Hawkins Decl.") filed in support of this Motion. Under the Settlement Agreement, Defendants will pay a Gross Settlement Amount of $320,000. The non-reversionary Gross Settlement Amount will be allocated as follows:

1. Attorneys' Fees: up to 35% of the Gross Settlement Amount (up to $112,000);
2. Litigation Costs: $25,156.63 requested (up to $26,000 allocated in settlement);
3. Settlement Administration Costs: up to $4,775;
4. PAGA Representative Service Payment: up to $2,500;
5. PAGA Penalties: approximately $175,568.37, of which 75% (approximately $131,676.27) will be paid to the LWDA, and 25% (approximately $43,892.09) will be paid to the Aggrieved Employees.

The Court denied the Motion for Approval of the PAGA Settlement without prejudice, indicated that the stay of the above-entitled action needed to be lifted before approval could be granted, and requested additional information to support the settlement. The stay was lifted on April 27, 2026. (Hawkins Decl. ¶13.) All requested information and documentation are submitted with this Renewed Motion and the Hawkins Declaration, including, without limitation, declarations from Defendants' representatives, a declaration on behalf of the administrator, the original submission to the LWDA, and billing records for PAGA Counsel.

As detailed below, the Settlement is fair, reasonable, and adequate and serves the purposes of PAGA. Plaintiff requests that the Court: (1) enter an Order approving the settlement pursuant to California Labor Code § 2698, et seq. and ordering the Parties to carry out the terms of the Settlement Agreement; and (2) enter a final Judgment thereon.

II. BACKGROUND OF THE CASE AND RELEVANT PROCEDURAL HISTORY

A. Procedural History

On October 27, 2022, Plaintiff filed a class action complaint in the California Superior Court, County of Fresno, Case No. 22CECG03411 asserting causes of action (1) failure to pay minimum wages; (2) failure to pay overtime wages; (3) failure to timely pay wages owed upon separation from employment; (4) knowing and intentional failure to comply with itemized wage statement provisions; and (5) violation of the unfair competition law. (Declaration of James R. Hawkins In Support of Renewed Motion for Approval of PAGA Settlement ("Hawkins Decl."), filed concurrently herewith, ¶ 5.)

On October 25, 2022, Plaintiff submitted written notice to Defendants and the California Labor and Workforce Development Agency ("LWDA") of the alleged Labor Code violations by Defendants pursuant to Labor Code section 2699.3. (Hawkins Decl. ¶ 4.) On December 30, 2022, Plaintiff commenced the above-entitled action seeking penalties under the Private Attorneys General Act ("PAGA"). (Hawkins Decl. ¶ 6.) The complaint included claims for penalties for: (1) failure to pay minimum wages; (2) failure to pay overtime wages; (3) failure to timely pay wages owed upon separation from employment; (4) knowing and intentional failure to comply with itemized wage statement provisions; and (5) failure to keep accurate records. (Id.)

Shortly thereafter, Defendants informed Plaintiff that they believed that Plaintiff was subject to a binding arbitration agreement between the Parties, and maintained that Plaintiff was required to pursue her individual claims and individual PAGA claim in arbitration based upon the Supreme Court's ruling in *Viking River Cruises, Inc. v. Moriana,* 596 U.S. 639 (2022). (Hawkins Decl. ¶ 7.) Accordingly, the Parties entered into a stipulation to have the individual claims, including individual PAGA claims, litigated in arbitration. Plaintiff filed a demand for arbitration with JAMS. (Hawkins Decl. ¶ 8.)

B. Discovery, Investigation, and Mediation

In arbitration, the Parties participated in an initial scheduling conference, created a discovery plan, and exchanged initial disclosures at the outset. (Hawkins Decl. ¶ 9.) Plaintiff propounded interrogatories, requests for production, and requests for admissions to each of the Defendants. Defendants responded and produced certain relevant documentation. Plaintiff also propounded PMQ deposition notices to each of the Defendants. Before the depositions proceeded, however, the Parties decided to explore whether an informal resolution could be achieved through mediation. (Id.)

Prior to mediation, Plaintiff and PAGA Counsel obtained, through informal discovery, a sampling of pay and time records for the Aggrieved Employees; detailed policies and practices concerning timekeeping, meal and rest periods, overtime calculations, and other relevant employment conditions; Plaintiff's time and wage statements; personnel-related documentation; Defendants' employee handbooks and other policy documents in effect during the PAGA Period; data points and applicable job descriptions for the Aggrieved Employees. (Hawkins Decl. ¶ 10.) In sum, the Parties exchanged documents and information that allowed both sides to calculate the potential damages and evaluate potential risks. (Id. at ¶¶ 9-11.) PAGA counsel analyzed, researched, and investigated the potential issues, including matters related to calculating damages, risks of arbitration, trial risks, and potential appellate issues. This shared data facilitated a precise evaluation of Defendants' potential liability and damages based on the presented claims. (Id.)

After the investigation, research, discovery and information exchange more fully detailed in the Hawkins Declaration, the Parties participated in mediation presided over by an experienced mediator, Lisa Klerman, Esq. (Hawkins Decl. ¶ 12.) With the guidance of Ms. Klerman, the Parties reached a global resolution of all claims, which led to the executed Settlement Agreement that the Parties now ask the Court to approve. (Id.)

III. SUMMARY OF THE SETTLEMENT

A. Aggrieved Employees and PAGA Period Definitions

The Aggrieved Employees are "all persons employed by Defendants in California during the PAGA Period and classified as non-exempt hourly employees." The PAGA Period is from October 27, 2021 to December 18, 2024. (Settlement Agreement, § 1.4, 1.20.)

Based on a review of their records, Defendants estimate that the Aggrieved Employees worked approximately 7,859 PAGA Pay Periods, of which approximately 1,528 pay periods were worked by PrideStaff's temporary placements. (Settlement Agreement, § 4.1.)[1] The Parties agree that if the actual number of PAGA Pay Periods is more than ten percent (10%) greater than each Defendant's respective pay period allocations (i.e., exceeds 8,645 total pay periods), then Defendants, at their sole discretion, shall have the option of either: (1) agreeing to increase the Gross Settlement Amount by $40.72 per pay period to the extent their respective apportioned PAGA Pay Periods exceed their apportioned amount by more than 10%; or (2) electing to close the PAGA Period at the end of the first pay period in which their respective apportioned PAGA Pay Periods exceed the threshold. (Settlement Agreement, § 8.)

B. Amount of the Settlement and Allocation of Settlement Amounts

In consideration for the Settlement and a release by Plaintiff, Aggrieved Employees, and the LWDA, as provided therein, Defendants have agreed to pay $320,000, to be allocated as follows:

Payment Category	Estimated Amount
Settlement Administration Costs	Up to $4,775
PAGA Counsel's Attorneys' Fees	Up to $112,000 (35%)
PAGA Counsel's Costs	Up to $26,000 (request $25,156.63)
PAGA Representative Service Payment	Up to $2,500
LWDA Share (75% of PAGA Penalties)	~$131,676.27
Aggrieved Employee Share (25% of PAGA Penalties)	~$43,892.09

[1] The actual PAGA pay period count is approximately 7,077 pay periods—less than that estimated in the Motion for Approval. (See, Hawkins Decl. ¶¶ 18-19, Exs. 4-5.)

(Settlement Agreement, § 3.) The Aggrieved Employee Share is 25% of the PAGA Penalties, and will be distributed to the Aggrieved Employees. The Administrator will calculate each Individual PAGA Payment on a pro rata basis by dividing the amount of the Aggrieved Employees' 25% share of the PAGA Penalties by the total number of Pay Periods worked by all Aggrieved Employees during the PAGA Period and multiplying the result by each Aggrieved Employee's Pay Periods. Each Aggrieved Employee assumes full responsibility and liability for any taxes owed on his or her Individual PAGA Payment. (Settlement Agreement, § 3.2.4.1.)

C. Release by Aggrieved Employees

Upon the Effective Date, all Aggrieved Employees, and their successors, assigns, heirs, administrators, representatives, attorneys, and agents, shall be deemed to have fully and finally released and discharged the Released Parties from the "Released PAGA Claims." The "Released PAGA Claims" are defined as:

All claims for PAGA penalties, attorneys' fees, costs, or interest recoverable under PAGA that were alleged, or reasonably could have been alleged, in the Action, arising during the PAGA Period based on the facts stated in the PAGA Notice and/or in the Action, including, but not limited to, violations of California Labor Code sections 201, 202, 203, 204, 210, 216, 225.5, 226, 226.3, 510, 512, 558, 1174, 1174.5, 1175, 1182.12, 1194, 1194.2, 1197, 1197.1, and 1198, as well as all associated statutes and applicable Industrial Welfare Commission ("IWC") Wage Orders, for failure to pay wages due, including minimum, regular, and overtime wages; failure to timely pay all wages due upon separation of employment; failure to provide accurate and itemized wage statements; and failure to maintain requisite payroll records.

(Settlement Agreement, § 5.1.)

D. Settlement Administration

The Parties mutually selected Apex Class Action Administration ("Apex") to serve as the Settlement Administrator, which will be responsible for processing the settlement payments and providing notice to the Aggrieved Employees. Apex estimates the costs of administration will not exceed $4,775. (Settlement Agreement § 3.2.3; see also Hawkins Decl. Ex. 14, Declaration of Sean Hartranft.)

IV. THE SETTLEMENT IS FAIR, REASONABLE, AND ADEQUATE

A. PAGA Settlements Require Court Approval

Any settlement of a PAGA action brought by an aggrieved employee must be approved by the Court. (Cal. Lab. Code § 2699(s)(2).) The Labor Code does not require the two-step settlement approval process utilized in class actions—instead, PAGA settlements are approved on a single motion. When trial courts review PAGA settlements, they should consider whether "the relief provided for under the PAGA [is] genuine and meaningful, consistent with the underlying purpose of the statute to benefit the public." (*Moniz v. Adecco USA, Inc.*, 72 Cal. App. 5th 56, 77 (2021).) Nothing in PAGA changes the strong judicial preference in support of approving settlements. (See, e.g., *Osumi v. Sutton* (2007) 151 Cal. App. 4th 1355, 1357 (confirming the "[s]trong public policy in favor of the settlement of civil cases").)

B. The Settlement is Fair and Reasonable and Accomplishes the Objectives of PAGA.

The settlement provides meaningful relief that accomplishes PAGA's core objectives of deterring Labor Code violations and funding state enforcement efforts. Based upon the current estimates provided by Defendants, the maximum statutory liability that Defendants faced during the PAGA Period would be approximately $3.36 million based on approximately 7,859 Pay Periods at $100 per pay period for initial violations, assuming 100% violation rate for the minimum wage, overtime, recordkeeping, wage statement, and Labor Code 203 claims, a 24% violation rate for the meal period claim, and that penalties could be stacked for five alleged violations per pay period plus one violation per employee for failure to pay all wages earned at separation. (Hawkins Decl. ¶ 28.)

However, Defendants disputed liability on multiple grounds and asserted various defenses that created significant litigation risks in the pursuit of the representative action. (See, Hawkins Decl. ¶¶ 29-34 for claims analysis.) For example, Defendants argued that employees were properly paid for all hours worked, that any alleged violations resulted from employee voluntary choice rather than company policy, that employees were provided with multiple opportunities to advise the company of any issues with their pay or working conditions, and that their policies were at all times fully compliant with California law. Defendants also contended that courts have wide latitude to reduce civil penalties "based on the facts and circumstances of a particular case" to avoid awards that are "unjust, arbitrary and oppressive, or confiscatory." (Cal. Lab. Code § 2699(e)(2).) Based on the strength of Defendants' defenses and potential issues of proof, Plaintiff determined that the realistic liability was significantly lower than the maximum statutory exposure. (Hawkins Decl. ¶¶ 29-34.) Plaintiff evaluated each claim as follows:

1. **Minimum Wage/Overtime Claims (Labor Code §§ 204, 210, 216, 225.5, 510, 558, 1174, 1175, 1182.12, 1194, 1194.2, 1197, 1197.1, and 1198)**: Plaintiff alleged that Defendants required employees to perform work off-the-clock, including waiting outside the entrance before shifts, waiting in line to clock in, and being forced to wait before clocking in. Plaintiff also alleged that Defendants unlawfully rounded hours worked against employee interests and engaged in time-shaving by changing employee time clock records. Defendants contended that their policies expressly prohibit off-the-clock work, employees are trained to record all hours worked, and that employees were compensated for all hours worked. They further argued that any alleged off-the-clock work would not appear in time records, making it virtually impossible to identify such instances without conducting individualized inquiries not appropriate for representative treatment. Defendants also argued that, to establish a failure to pay all hours worked, Plaintiff would need to prove that Defendants had actual or constructive knowledge that employees were performing uncompensated work. As to the overtime claims, in addition to the off-the-clock hours worked overtime, Plaintiff also alleged that Defendants failed to pay overtime at the proper rate. Defendants, on the other hand, contended that all wages were properly paid and that no non-discretionary sums were paid to Aggrieved Employees that were required to be incorporated into the regular rate. Defendants also argued that the majority of the code sections cited in connection with this claim were not violated per se and thus

triggered no penalty. Defendants further argued that penalties could not be stacked for the same conduct. (Hawkins Decl. ¶ 30(a).)

2. **Meal Period Claims (Labor Code §512):** An analysis of the sampling of time and pay records produced indicate that 24% of meal periods were missed, late or short. During the mediation, Plaintiff asserted that Defendants were liable for PAGA penalties because meal period premiums were not always paid by Defendants when Aggrieved Employee time records revealed that meal periods were missed, late or short. Defendants argued that its written meal period policies complied with the law. Defendants also challenged the alleged systematic nature of the alleged violations, arguing that any meal period issues were isolated incidents based on individual circumstances rather than company-wide policy failures. Moreover, Defendants contended that proof of this claim would require declarations from Aggrieved Employees and obtaining such declarations potentially would reveal that each employee had a different experience with respect to meal periods. (Hawkins Decl. ¶ 30(b).)
3. **Wage Statement Claims (Labor Code §§ 226 and 226.3)**: Based on the foregoing allegations, Plaintiff alleged that Defendants issued inaccurate wage statements because they failed to properly record all hours worked, failed to accurately indicate total hours worked on wage statements, and failed to identify the rates paid. Defendants contended that they always acted in good faith and believed that employees were paid correctly. (Hawkins Decl. ¶ 30(c).)
4. **Timeliness of Final Pay Claims (Labor Code §§ 201-203)**: Based on the foregoing allegations, Plaintiff alleged that Defendants are liable for statutory penalties under Labor Code section 203 for violation of Labor Code sections 201 and 202. In addition, irrespective of any derivative violation, Plaintiff contended that Defendants failed to timely pay Plaintiff and other Aggrieved Employees earned compensation at the time of termination. Defendants argued that Plaintiff's claim for waiting time penalties would fail because such penalties are derivative in nature and depend on the strength of the

underlying wage claims—which Defendants contended lacked merit. Moreover, Defendants argued that these penalties are subject to "good faith" defenses, as Labor Code Section 203 only imposes waiting time penalties for the "willful" failure to pay final wages on time. (Hawkins Decl. ¶ 30 (d).)

5. **Record-Keeping Claims (Labor Code §§ 226 and 1174.5.)** : Plaintiff alleged that Defendants failed to maintain accurate records pertaining to the total hours worked, including beginning and ending of each work period, meal periods, total daily hours worked, and total hours worked per pay period and applicable rates of pay. Defendants argued that they complied with all legal requirements, and maintained all required records. Defendants contended that to the extent any record was inaccurate (which they disputed), it was due to the inaccurate self-reporting of the allegedly Aggrieved Employee and not Defendant's conduct. (Hawkins Decl. ¶ 30(e).)

Taking into account all of these factors, risks, and defenses, and based upon the pay period estimates at the time of mediation, Plaintiff determined that the realistic exposure was approximately $963,598 (Hawkins Decl. ¶ 31.) As such, the $320,000 settlement represents approximately 33.1 % of the potential realistic civil penalties exposure, which is reasonable given the litigation risks, disputed liability, and the certainty of recovery provided by settlement. (Id.) The settlement provides immediate benefits to the State and Aggrieved Employees while avoiding the costs, delays, and risks of continued litigation.

Defendants are correct that the PAGA gives the Court wide latitude to reduce the amount of civil penalties "based on the facts and circumstances of a particular case" when "to do otherwise would result in an award that is unjust, arbitrary and oppressive, or confiscatory." Cal. Lab. Code § 2699(e)(2). In reducing PAGA penalties, courts have considered issues including whether the employees suffered actual injury from the violations, whether the defendant was aware of the violations, and the employer's willingness to fix the violation. *Carrington v. Starbucks Corp.***,** 30 Cal. App. 5th 504, 528 (2018) (awarding PAGA penalties of only 0.2% of the maximum).

Considering the issues, defenses, and the risks, the $320,000 settlement for a release of PAGA penalties for approximately 7,859 pay periods—resulting in an average payment of approximately $40.72 per pay period—is a fair and just result and furthers PAGA's objectives, and is not "unjust, arbitrary, and oppressive." (Hawkins Decl. ¶ 32.)

C. Plaintiff's Representative Service Payment Is Proper.

In its Order, the Court noted that it was not inclined to award a service award. However, Plaintiff requests that the Court reconsider that determination, as California courts have routinely approved service payments to a PAGA plaintiff as part of a settlement. Such payments are a nonstatutory, court-created mechanism analogous to class representative incentive awards. *See Marron v. Healthsource Glob. Staffing, Inc.,* No. 19-cv-01534-KAW, 2025 U.S. Dist. LEXIS 154859, at *18 (N.D. Cal. Aug. 11, 2025)(noting in PAGA only case that courts in the district have typically found that a service award of $5,000 is a presumptively reasonable amount); see also Hawkins Decl. Ex. 9, LWDA Comment Letter re Google PAGA Settlement at 3–4 (collecting PAGA-only cases approving representative incentive awards) citing *Carrillo v. Blusky Restoration Contractors LLC,* Cal. Super. Ct. No. CIVSB2105793 (June 29, 2022) (order approving PAGA-only settlement and incentive award to PAGA representative), *Tallon v. Aluma Systems Concrete Construction, LLC,* Cal. Super. Ct. No. CIVDS2012039 (Oct. 28, 2022) (approving $2,500 incentive award in PAGA-only settlement).

The Settlement Agreement provides that Plaintiff will receive a PAGA Representative Service Payment of up to $2,500 for her services to the State of California and the Aggrieved Employees in bringing the PAGA Action as the named Plaintiff, and for the risks to her future employment prospects as the named Plaintiff in this Action. (Ex. 1, Settlement Agreement § 1.24, 3.2.2.) The Service Payment is justified in light of the reputational risk that Plaintiff assumed by litigating claims against a former employer. Employers commonly screen employee candidates to determine whether they have ever filed suit, and employee candidates who might be branded "litigious" are likely to be screened out of the process. By bringing this action against an employer, Plaintiff has assumed considerable reputational risk that may impact her ability to find employment in the future. Second, the separate Service Payment is reasonable because Plaintiff remained fully involved and expended considerable time and energy during the course of the litigation. Plaintiff devoted her time and effort toward assisting her attorneys with the prosecution of the claims, and assisted counsel with finalizing the settlement. (Hawkins Decl. ¶ 35; see also Declaration of Sophia Herrera, generally.)

Lastly, because PAGA is a "type of qui tam action," courts have recognized that it is appropriate for Plaintiff to receive a modest additional payment from the settlement as a "bounty" for her special effort in vindicating the State's interests by enforcing its labor laws. *Iskanian v. CLS Transp. Los Angeles, LLC***,** 59 Cal. 4th 348, 382 (2014) ("A PAGA representative action is therefore a type of qui tam action."). Such a payment incentivizes employees to step forward to enforce the Labor Code, which is especially important given "the lack of government resources to enforce the Labor Code led to a legislative choice to deputize and incentivize employees uniquely positioned to detect and prosecute such violations through the PAGA." *Id.* at 390.

V. THE REQUESTED ATTORNEYS' FEES AND LITIGATION COSTS ARE FAIR AND REASONABLE

A. PAGA Counsel Is Entitled to Recover Attorney's Fees Under the Common Fund Doctrine

PAGA provides that a plaintiff is entitled to recover reasonable attorneys' fees under section 2699(g)(1) of the California Labor Code. In a ***qui tam*** action like PAGA, reasonable attorney's fees are typically awarded under the common fund doctrine where the litigation creates a common fund of money for the benefit of others.

"A qui tam action is one brought under a statute that allows a private person to sue as a private attorney general to recover damages or penalties, all or part of which will be paid to the government." (*People ex rel. Strathmann v. Acacia Research Corp.* (2012) 210 Cal. App. 4th 487, 491-492.) As the name of the PAGA statute makes clear, a PAGA action is a qui tam action because the statute allows the employee plaintiff, acting as the proxy of the state's labor law enforcement agency, to sue for Labor Code violations and recover civil penalties that otherwise would have been assessed by the LWDA. (*Iskanian v. CLS Transp. Los Angeles, LLC* (2014) 59 Cal. 4th 348, 380.) Where a common fund is created in a qui tam action by successful litigation, the plaintiff's attorneys are entitled to recover their fees from the common fund. (*Bank of America v. Cory* (1985) 164 Cal. App. 3d 66, 89-91.) The California Supreme Court upheld the use of the common fund theory for attorney's fees in *Laffitte v. Robert Half Int'l Inc.* (2016) 1 Cal. 5th 480, 506.

B. The Percentage Fee of the Gross Settlement Amount Is Fair And Reasonable

An award of fees from the Gross Settlement Amount under the common fund doctrine prevents unjust enrichment of those who benefit from the common fund created through PAGA Counsel's successful efforts. The requested fee of 35% of the Gross Settlement Amount ($112,000) is within the range commonly awarded in California representative actions. Among the factors considered in determining whether the requested fee percentage is reasonable are: (1) the results achieved; (2) the risk of further litigation; (3) the skill required and quality of work performed; (4) the contingent nature of the fee; and (5) awards made in similar cases. (*Vizcaino v. Microsoft Corp***.** (9th Cir. 2002) 290 F.3d 1043, 1048-50.)

All these factors support the requested fee award. PAGA Counsel achieved a meaningful settlement in a case involving highly contested issues and significant litigation risks. The 35% fee is reasonable given the substantial work performed, the risks undertaken, and the successful result obtained for the state and aggrieved employees. (Hawkins Decl. ¶¶ 38-67.) Per the Court's Order, PAGA Counsel has submitted billing records at Exhibit 10. See also Exhibits 11 and 12 to support the reasonableness of PAGA Counsel's rates.

C. A Lodestar Cross-Check Confirms the Reasonableness of the Fee Award

While the percentage method is preferred for common fund cases, a lodestar cross-check can confirm reasonableness. The lodestar for PAGA Counsel is approximately $205,254. (Hawkins Decl. ¶ 50.) The fee requested is reasonable and is substantially less than the lodestar incurred by counsel during the action. The requested $112,000 fee award represents compensation for the substantial attorney time invested in investigating claims, conducting discovery, filing and advancing the arbitration, engaging in settlement negotiations, bringing the motion for approval, and achieving this result. The hourly rates and time spent by counsel are reasonable and typical for this type of complex employment litigation. (Hawkins Decl. ¶¶ 50-62, see also Exs. 11-12.) The fee is warranted and reasonable because of the substantial work and effort incurred to achieve the Settlement, the litigation risks and complexities of prosecuting these types of cases, the contingency nature of any fee, PAGA Counsel's skill and experience in handling cases of this type, and fees commonly awarded in analogous settlements. (Id. at ¶¶ 62-67.)

D. The Requested Litigation Costs Are Fair and Reasonable

PAGA Counsel requests reimbursement of their actual out-of-pocket expenses incurred to prosecute this action. To date, PAGA Counsel has incurred approximately $25,156.63 in costs in the litigation that ultimately led to securing this settlement that the Parties now ask the Court to approve. (Hawkins Decl. ¶ 68.) These expenses were necessary for effective representation and are recoverable under the common fund doctrine. (*Serrano v. Priest* (1977) 20 Cal. 3d 25, 35.)

VI. SUBMISSION TO THE LWDA

The Settlement Agreement and this Motion were submitted to the LWDA in connection with the Original Filing and will be again submitted in accordance with Labor Code section 2699(l)(2). The proof of submissions are attached at Exhibits 6 and 7 to the Hawkins Declaration. (Hawkins Decl. ¶ 70-71.)

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VII. CONCLUSION

The Settlement reached by the Parties is fair, adequate, and reasonable and should be approved. The settlement provides meaningful benefits to the state enforcement agency and aggrieved employees while resolving complex litigation with significant risks and disputed liability. The attorney's fee request is reasonable and within industry standards for this type of representative action. Based on the above, Plaintiff respectfully requests that this Court: (1) approve the Parties' settlement and order the Parties to carry out the terms of the Settlement Agreement; and (2) enter a final Judgment thereon.

Respectfully submitted,

DATED: May 13, 2026

JAMES HAWKINS APLC

By: __________________________
James R. Hawkins
Christina M. Lucio

Attorneys for Plaintiff
SOPHIA HERRERA on behalf of herself and in her representative capacity as private attorney general