Arlo Garcia Uriarte, SBN 231764
arlo@liberationlawgroup.com
Elizabeth L. Lyons, SBN 327742
elizabeth@liberationlawgroup.com
Gonzalo Quezada Jr., SBN 338386
gonzalo@liberationlawgroup.com
LIBERATION LAW GROUP, P.C.
2760 Mission Street
San Francisco, CA 94110
Telephone: (415) 695-1000
Facsimile: (415) 695-1006

Attorneys for PLAINTIFF
NINEL GALINDO

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Case #25CV475136**

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE CITY AND COUNTY OF SANTA CLARA

NINEL GALINDO, on behalf of herself and others similarly situated and the general public,

Plaintiff,

v.

AZASA INC. dba Teriyaki Madness; and DOES 1 through 25, inclusive,

Defendants.

Case No.: 25CV475136

NOTICE OF MOTION AND MOTION FOR APPROVAL OF SETTLEMENT OF PLAINTIFF'S CLAIM FOR PENALTIES UNDER CALIFORNIA LABOR CODE SECTION 2698, ET SEQ.

Date: November 4, 2026
Time: 1:30 P.M.
Dept.: 5

Complaint Filed: September 30, 2024
Trial Date: Not Set

Judge: Honorable Frederick S. Chung

NOTICE OF MOTION

TO EACH PARTY AND TO COUNSEL FOR EACH PARTY OF RECORD:

PLEASE TAKE NOTICE that on November 4, 2026, at 1:30 p.m., or as soon thereafter as the matter may be heard in Department 5 of the above-entitled Court, located at 191 North First Street San Jose, California, 95113, Plaintiff Ninel Galindo ("Plaintiff") will and hereby does move the Court for an order granting approval of the parties' Joint Stipulation of Representative PAGA Settlement, pursuant to California Labor Code §§ 2698 et seq.

This motion will be based on: (1) this Notice of Motion; (2) the accompanying Memorandum of Points and Authorities; (3) the Declaration of Arlo Garcia Uriarte and all exhibits attached thereto, including the executed Joint Stipulation of Representative PAGA Settlement; (4) the records and pleadings on file in this matter; and (5) such further evidence and argument as may be presented at or before the hearing.

Dated: October 13, 2026



Arlo Garcia Uriarte
Liberation Law Group, P.C.
Attorneys for Plaintiffs

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I. INTRODUCTION

Pursuant to Labor Code section 2699(s)(2), Plaintiff Ninel Galindo ("Plaintiff") seeks approval of a $37,500 non-reversionary PAGA representative action settlement reached between Plaintiff and Defendant Azasa Inc. dba Teriyaki Madness ("Defendant"). This settlement resolves Plaintiff's representative claim for civil penalties under the Private Attorneys General Act, California Labor Code sections 2698 *et seq*. ("PAGA"), on behalf of the State of California and the aggrieved employees. PAGA Agreement is intended to resolve only the Released PAGA Claims. [Declaration of Arlo Garcia Uriarte ("Uriarte Dec.") ¶ 4 & Ex. A, Agreement § B.3]

The settlement involves approximately 23 aggrieved employees and approximately 485 pay periods during the PAGA Period, which runs from July 27, 2024 through the date the Court grants approval of the PAGA settlement, subject to the Agreement's Escalator Provision. [Uriarte Dec., Ex. A, Agreement §§ A.4, A.20 & C.3]. The Gross Settlement Amount is $37,500, all-inclusive and non-reversionary. The Agreement does not require aggrieved employees to submit claims; instead, each aggrieved employee will automatically receive an Individual PAGA Payment from the 35 percent employee share of the Net PAGA Settlement Amount, calculated on a pro rata basis according to their pay periods worked during the PAGA Period. Every Aggrieved Employee will be credited with at least one Pay Period. [Uriarte Dec., Ex. A, Agreement §§ A.10, C.2, C.2.a & C.2.b].

Plaintiff will request the following deductions from the Gross Settlement Amount: (1) attorneys' fees in the amount of $12,498.75, representing 33.33 percent of the Gross Settlement Amount; (2) litigation costs in the amount of $ 2,045.33; and (3) settlement administration costs not to exceed $3,700.00. [Uriarte Dec., Ex. A, Agreement §§ A.2, A.18 & C.7; Uriarte Dec. ¶¶ 2, 7 & 14]. The fee request uses the numerical 33.33 percent cap in the Agreement; the Agreement also uses the words "thirty-three and one-third percent," which would produce a $12,498.75 fee.

After these deductions, the estimated Net PAGA Settlement Amount is $19,255.92. Sixty-five percent of that amount, approximately $12,516.35, will be paid to the Labor and Workforce Development Agency ("LWDA"), and thirty-five percent, approximately $6,739.57, will be distributed to aggrieved employees. Based on the current estimates, aggrieved employees are

expected to receive approximately $293.02 each on average. These estimates assume the full requested deductions and no increase under the Escalator Provision; actual payments depend upon the Court's awards and final employee and pay-period data. [Uriarte Dec., Ex. A, Agreement §§ A.2, A.4, A.10, A.16, A.18, A.19, C.2, C.2.b & C.3].

The settlement also serves PAGA's remedial purposes. The monetary recovery provides civil penalties to the LWDA and aggrieved employees for the wage-and-hour practices challenged in this action, without requiring employees to submit claims. Plaintiff is not seeking any enhancement or service award. [Uriarte Dec., Ex. A, Agreement §§ A.19, C.2, C.2.a & C.2.b].

The settlement was reached after PAGA Counsel investigated the claims, reviewed informal discovery including personnel records, timekeeping and payroll data, and aggregate information concerning the aggrieved employee group, and engaged in arm's-length negotiations. [Uriarte Dec. ¶¶ 5–6 & Ex. A, Agreement §§ B.5–B.6]. Plaintiff and PAGA Counsel recommend approval after evaluating the claims, Defendant's asserted defenses, the benefits provided to aggrieved employees, and the risks inherent in continued litigation. Plaintiff respectfully submits that the settlement is fair, reasonable, and adequate, and requests that the Court grant approval.

II. FACTUAL BACKGROUND & PROCEDURAL POSTURE

Defendant owns and operates restaurants doing business as Teriyaki Madness. Plaintiff Ninel Galindo began working for Defendant in or around April 2023 as a cashier and food preparer. Plaintiff worked at the restaurants in Santa Clara, Redwood City, and San Jose, California. [Complaint ¶¶ 8-9, 16-18].

Plaintiff alleges that Defendant failed to pay her and other aggrieved employees for all hours worked, including overtime. Plaintiff alleges that employees often worked more than eight hours in a workday and forty hours in a workweek, sometimes more than twelve hours in a workday, and at times seven days in a workweek, without payment at the proper overtime and double-time rates. Plaintiff further alleges that Defendant failed to provide compliant meal and rest periods, failed to pay premium wages, issued inaccurate wage statements, and failed to timely pay all wages due upon separation. [Complaint ¶¶ 20-25, 36-62].

Plaintiff submitted her notice of Labor Code violations to the LWDA and Defendant on

June 26, 2025. The notice identifies unpaid wages and overtime, meal and rest period violations, inaccurate wage statements, unpaid final wages, and inaccurate payroll records. [Complaint ¶ 67 & Ex. A to Complaint; LWDA Letter dated June 26, 2025]. The notice was submitted through the LWDA's online portal and sent to Defendant by certified mail. [Uriarte Dec., Ex. A, Agreement § B.1]. After the statutory waiting period expired, Plaintiff filed this action on September 15, 2025, asserting claims for failure to pay all wages, failure to pay overtime, meal and rest period violations, inaccurate wage statements, waiting time penalties, civil penalties under PAGA, and unfair competition under Business and Professions Code sections 17200 *et seq*. [Complaint ¶¶ 36-81].

All class claims were dismissed without prejudice via a stipulation and Court Order, as recited in the Agreement. The parties also agree to lift the stay of the PAGA claims for purposes of Court approval of this Agreement. [Uriarte Dec. ¶ 3 & Ex. A, Agreement § B.2, p. 2, lines 7–8]. This motion seeks a single-step judicial approval of the PAGA settlement and does not seek certification or preliminary approval of a settlement class.

Before settlement, PAGA Counsel investigated the claims and analyzed Defendant's asserted defenses. Defendant produced informal discovery, including Plaintiff's personnel records, timekeeping and payroll data, and aggregate information regarding the size and pay periods of the aggrieved employee group. PAGA Counsel reviewed these materials, interviewed Plaintiff, and evaluated Defendant's pay practices and timekeeping records. [Uriarte Dec. ¶ 5 & Ex. A, Agreement § B.5].

The parties began informal, arm's-length settlement discussions in May 2026 and reached an agreement in June 2026 for the $37,500 non-reversionary PAGA settlement now before the Court. The negotiations were robust, with emails almost each day. Given the relatively small number of aggrieved employees and the potential PAGA penalties at issue, the parties determined that direct negotiations without a mediator were a reasonable and cost-effective means of resolving the claims. [Uriarte Dec. ¶ 6].

Plaintiff's individual claims, including her individual wage-and-hour claims in this action and the discrimination, retaliation, and related claims in her separate individual action, are resolved through a separate individual settlement agreement. This motion seeks approval only of the PAGA

representative action settlement. [Uriarte Dec. ¶ 4 & Ex. A, Agreement § B.3.].

III. SETTLEMENT TERMS

The parties have agreed to a $37,500 all-inclusive, non-reversionary PAGA settlement. Defendant will fund the Gross Settlement Amount, and any additional amount required by the Escalator Provision, within thirty calendar days after service on Defendant of the Court's order approving the settlement. Within fifteen calendar days after such service, Defendant will provide the Settlement Administrator with each Aggrieved Employee's name, most recent mailing address, employee number if applicable, Social Security number, and number of pay periods worked during the PAGA Period. [Uriarte Dec., Ex. A, Agreement §§ A.10, C.2.a, C.3 & C.5].

The parties request approval of Phoenix Class Action Administration Solutions as the settlement administrator. The parties sought bids from reputable settlement administrators and selected the most competitive bid, as recited in the Agreement. Its administration costs will not exceed $3,700.00. [Uriarte Dec. ¶ 7 & Ex. A, Agreement §§ A.2 & A.24].

Plaintiff requests the following deductions from the Gross Settlement Amount: (1) attorneys' fees in the amount of $12,498.75, representing 33.33 percent of the Gross Settlement Amount; (2) reimbursement of PAGA litigation costs in the amount of $2,045.33; and (3) settlement administration costs not to exceed $3,700.00. If the Court awards less than the requested fees or litigation costs, the difference will remain in the Net PAGA Settlement Amount for distribution; approval of these requested amounts is not a material term of the Agreement. Administrative costs likewise are not a material term. [Uriarte Dec., Ex. A, Agreement §§ A.2, A.18, C.1 & C.7; Uriarte Dec. ¶¶ 2, 7 & 14].

After these deductions, the estimated Net PAGA Settlement Amount is $19,255.92. Sixty-five percent of the Net PAGA Settlement Amount, approximately $12,516.35, will be paid to the LWDA. The remaining thirty-five percent, approximately $6,739.57, will be distributed to aggrieved employees. Individual PAGA Payments will be calculated on a pro rata basis according to each aggrieved employee's pay periods worked during the PAGA Period, with each employee credited at least one pay period. [Uriarte Dec., Ex. A, Agreement §§ A.2, A.10, A.16, A.18, A.19, C.2 & C.2.b.].

Aggrieved employees will not need to submit claims to receive payment. The Settlement Administrator will calculate and distribute Individual PAGA Payments under the formula set forth in the Agreement. Each check will be accompanied by a brief, neutral explanatory note approved by both parties, explaining that the payment represents a settlement of PAGA civil penalties. One hundred percent of each payment is allocated as civil penalties, with reporting on IRS Form 1099 as required by law. [Uriarte Dec., Ex. A, Agreement §§ C.2, C.2.a–C.2.d].

Aggrieved employees will have 180 days from issuance to cash their checks. Funds from uncashed initial checks will be redistributed pro rata to employees who timely cashed their initial checks. Redistribution checks will remain negotiable for 180 days. Any funds remaining from uncashed redistribution checks will be distributed to La Raza Centro Legal as the cy pres recipient, with no reversion to Defendant. [Uriarte Dec., Ex. A, Agreement § C.4].

The Gross Settlement Amount is based on Defendant's representation that there are approximately 485 pay periods. If the actual total exceeds 582 pay periods, Defendant may either pay a pro rata percentage increase in the Gross Settlement Amount for all pay periods in excess of 582, or reduce the PAGA Period to the date on which 582 pay periods were met. [Uriarte Dec., Ex. A, Agreement § C.3].

In exchange for the settlement consideration, upon Court approval, subject to the Court's continuing jurisdiction to monitor Defendant's compliance, Plaintiff, the State of California, and all aggrieved employees will release civil penalty claims against the Released Parties for PAGA claims alleged or that could have been alleged based on the facts alleged in the Complaint or LWDA notice during the PAGA Period. The release is limited to PAGA civil penalties and does not impose a general release on aggrieved employees. Plaintiff is not seeking any enhancement or service award. [Uriarte Dec., Ex. A, Agreement §§ A.20, A.22–A.23 & D.3].

IV. LEGAL ANALYSIS

A. Standard for PAGA Settlement Approval

PAGA authorizes aggrieved employees to stand in the shoes of the State and seek civil penalties for Labor Code violations on its behalf and on behalf of affected workers. Lab. Code, § 2699, subd. (a); *Iskanian v. CLS Transp. Los Angeles*, LLC (2014) 59 Cal.4th 348, 380. PAGA

serves a fundamentally public purpose: "to augment the limited enforcement capability of the LWDA by empowering employees to enforce the Labor Code as representatives of the Agency." *Id.* at 383. Because of this deputized enforcement role, a judgment or court-approved settlement in a PAGA action binds all aggrieved employees—but only with respect to the civil penalty claims brought on the State's behalf. *Id.* at p. 381.

This action is governed by the post-amendment version of PAGA. Plaintiff submitted her LWDA notice on June 26, 2025, and filed this action on September 15, 2025, after the June 19, 2024 cutoff for the 2024 PAGA amendments. Lab. Code, § 2699, subd. (v)(2) "The superior court shall review and approve any settlement of any civil action filed pursuant to" PAGA. Lab. Code, § 2699, subd. (l)(2). "The proposed settlement shall be submitted to the [LWDA] at the same time that it is submitted to the court." *Id.* This review ensures "that any negotiated resolution is fair to those affected." *Williams v. Superior Court* (2017) 3 Cal.5th 531, 549.

"Aside from the requirement that the court 'review and approve' a settlement in a civil action filed under PAGA [citation], PAGA itself does not provide a standard for this review and approval in the majority of PAGA cases." *Moniz v. Adecco USA, Inc.* (2021) 72 Cal.App.5th 56, 75 [disapproved on other grounds by *Turrieta v. Lyft, Inc.* (2023) 14 Cal.5th 1017]. In *Moniz*, the court held "that a trial court should evaluate a PAGA settlement to determine whether it is fair, reasonable, and adequate in view of PAGA's purposes to remediate present labor law violations, deter future ones, and to maximize enforcement of state labor laws." *Id.* at 77.

Any negotiated resolution may be substantially discounted given that courts often exercise their discretion to award PAGA penalties below the statutory maximum even where a claim succeeds at trial. *Amaral v. Cintas Corp. No. 2* (2008) 163 Cal.App.4th 1157, 1213 ("Section 2699, subdivision (e)(2) provides that in an action by an aggrieved employee to recover PAGA penalties, the court 'may award a lesser amount than the maximum civil penalty amount specified by this part 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.'"); *see also, Lopez v. Friant & Assocs*., LLC (2017) 15 Cal.App.5th 773, 787 (recognizing the trial court's discretion to reduce PAGA penalties).

The post-amendment framework also requires evaluation of the restrictions on additional penalties for derivative wage statement and final-wage violations, any supported compliance or cure reductions, and the applicable penalty rate for the violations proved. The Agreement accordingly allocates 65 percent of the net civil penalties to the LWDA and 35 percent to aggrieved employees. [Uriarte Dec., Ex. A, Agreement §§ A.19 & C.2]. These statutory limits are considered in the valuation discussed below; the former automatic initial/subsequent-violation model is not used.

B. Plaintiffs' Rationale for Accepting this PAGA Settlement

Plaintiff evaluated the settlement by comparing the $37,500 Gross Settlement Amount to the potential PAGA penalties at issue, while accounting for the evidence reviewed, Defendant's asserted defenses, the relatively small size of the aggrieved employee group, and the litigation risks that would remain if the case proceeded. Given the approximately 23 aggrieved employees and the meal-period analysis reflecting potential violations on approximately 52.18 percent of the workdays reviewed, rather than every workday, Plaintiff determined that the $37,500 settlement reasonably reflected the size of the affected workforce and the frequency of the alleged violations, while accounting for the risks of continued litigation. [Uriarte Dec. ¶¶ 9, 12–13 & Ex. A, Agreement § A.4].

Plaintiff's PAGA allegations are tied principally to Defendant's alleged failure to pay employees for all hours worked, including overtime, and its alleged failure to provide compliant meal and rest periods. Plaintiff also alleges that these underlying violations resulted in inaccurate wage statements and unpaid final wages to separated employees. The LWDA notice additionally identifies inaccurate payroll records. For settlement-evaluation purposes, PAGA Counsel analyzed the principal penalty categories described below.

i. Core Claims Considered

Plaintiff's settlement analysis focused on two primary categories of alleged violations: (1) unpaid wage and overtime violations arising from Defendant's alleged failure to properly account for and compensate all hours worked; and (2) meal and rest period violations arising from alleged late, short, missed, or unavailable breaks. Plaintiff also considered wage statement violations flowing from those alleged underlying violations, as well as alleged unpaid final wages for

separated employees and payroll-record violations. [Uriarte Dec. ¶ 9].

As to unpaid wages and overtime, Plaintiff alleged that she and other employees worked daily, weekly, and seventh-day overtime and double-time hours without correct compensation. Plaintiff further alleged that Defendant's wage-and-hour policies and practices affected other non-exempt employees. [Complaint ¶¶ 20, 28, 38, 42-43]. At the same time, Defendant denies the allegations, maintains that its policies, procedures, and practices comply with applicable law, and disputes liability and the appropriateness of representative treatment. [Uriarte Dec. ¶ 11 & Ex. A, Agreement § B.4]. These disputes create risk concerning the number of affected employees and pay periods and the amount of penalties recoverable.

As to meal and rest periods, Plaintiff alleged that meal periods were late, shorter than thirty minutes, or missed, and that Defendant failed to authorize and permit proper rest breaks. Plaintiff further alleged that Defendant did not pay the resulting premium wages. These alleged break violations also supported wage statement exposure because Plaintiff alleged that Defendant issued inaccurate wage statements. Plaintiff also alleged that Defendant failed to pay all compensation owed at separation. [Complaint ¶¶ 21-25, 45-62].

The supplied meal-period analysis workbook reports 5,291 total workdays for 23 employees and 2,761 flagged meal-period violations, or approximately 52.18 percent of workdays. It separately reports 1,699 no-first-meal, 137 short-meal, and 969 late-meal flags. Those category counts sum to 2,805, exceeding the reported daily violation total by 44; overlapping categories must not be counted as separate affected days. [Uriarte Dec. ¶ 11].

Defendant disputes liability for the alleged break violations. [Uriarte Dec. ¶¶ 10–11, 13 & Ex. A, Agreement § B.4]. Additionally, to the extent Defendant establishes that valid meal-period waivers applied to some of the shifts identified in Plaintiff's analysis, those waivers could reduce the number of actionable meal-period violations and the resulting PAGA penalty exposure. These disputes create risk that Plaintiff would not establish the claimed break violations across all pay periods, and that any meal or rest period penalties would be substantially reduced.

PAGA Counsel therefore evaluated the principal wage, overtime, meal, rest, wage statement, final-wage, and recordkeeping allegations, while accounting for the applicable post-

amendment restrictions on overlapping and derivative penalties. [Uriarte Dec. ¶¶ 9, 12–13].

ii. Risks Considered

Plaintiff and PAGA Counsel also considered the practical risks of continued litigation. Although Plaintiff believes the claims have substantial merit, Defendant denied liability and disputed that representative treatment is appropriate. Continued litigation would require additional discovery, witness testimony, further analysis of timekeeping and payroll records, and a trial plan capable of proving representative PAGA violations across the aggrieved employee group. [Uriarte Dec. ¶ 11 & Ex. A, Agreement § B.4].

A central risk concerned Plaintiff's ability to prove representative violations across the entire PAGA Period. The analysis supplied addresses recorded daily meal-period flags, while the settlement is based on employee pay periods through approval, subject to the Escalator Provision. Additional analysis would be needed to connect the records to the specific violations, employees, and pay periods for which civil penalties could be recovered, and to address Defendant's evidence and defenses. [Uriarte Dec. ¶¶ 10–13 & Ex. A, Agreement §§ A.20 & C.3].

Separately, Plaintiff considered the Court's discretion to reduce PAGA penalties even if liability were established. A court may reduce penalties where the maximum award would be unjust, arbitrary, oppressive, or confiscatory. Lab. Code, § 2699, subd. (e)(2); *Amaral v. Cintas Corp. No. 2* (2008) 163 Cal.App.4th 1157, 1213; *Lopez v. Friant & Associates, LLC* (2017) 15 Cal.App.5th 773, 787. Given that discretion, Defendant's defenses, the relatively small workforce, and the cost and delay of continued litigation, Plaintiff determined that the $37,500 non-reversionary settlement provides a fair and reasonable resolution for the LWDA and aggrieved employees. [Uriarte Dec. ¶ 12].

iii. Penalties Evaluation

In the context of representative PAGA actions, settlements frequently represent modest percentages of theoretical maximum penalties due to the discretionary nature of penalty awards under Labor Code section 2699(e)(2). Courts consistently reduce statutory penalties upon findings that maximum awards would be unjust, arbitrary, oppressive, or confiscatory. *See*, *e.g.*, *Amaral v. Cintas Corp. No. 2* (2008) 163 Cal.App.4th 1157, 1213; *Lopez v. Friant & Assocs.* (2017) 15

Cal.App.5th 773, 787.)

For settlement-evaluation purposes, the Agreement uses Defendant's represented total of approximately 485 pay periods during the PAGA Period. Labor Code section 2699 provides for a civil penalty of $100 for each aggrieved employee per pay period where the employer employs one or more employees and no other civil penalty is specifically provided, subject to the applicable exceptions and limitations. Lab. Code, § 2699, subd. (f)(2)(A). [Uriarte Dec. ¶ 13 & Ex. A, Agreement § C.3].

Using a $100 benchmark for each of five principal categories—unpaid straight-time wages, unpaid overtime, meal periods, rest periods, and wage statements—would produce $48,500 per category and $242,500 in total. The $37,500 Gross Settlement Amount is approximately 15.46 percent of that illustrative total. This calculation is a comparison benchmark, not a representation that all five categories are recoverable in every pay period or that $242,500 is the statutory maximum. [Uriarte Dec. ¶ 13].

The recoverable amount requires a claim-by-claim evaluation of affected pay periods, applicable penalty provisions, any overlap, restrictions on derivative wage statement and final-wage penalties, any weekly-pay-period adjustment, and supported compliance or cure reductions. The $200 tier does not apply automatically to later violations. No employer compliance measures, cure, or heightened-penalty predicate is established by the supplied materials. [Uriarte Dec. ¶ 12].

Plaintiff also alleged unpaid final wages and inaccurate payroll records, but the record does not establish a separate recoverable PAGA amount for either category. Plaintiff does not add the individual thirty-day waiting-time remedy to the representative civil-penalty valuation or assume that final-wage penalties may be stacked on underlying unpaid-wage penalties.

Courts regularly approve PAGA settlements in single-digit percentages or less when supported by rigorous risk assessment and detailed justification. *See*, *e.g.*, *Nordstrom Commission Cases* (2010) 186 Cal.App.4th 576 [approving a class settlement with no PAGA allocation despite PAGA claim]. Viewed within this broader context and supported by detailed record evidence, the 15.4 percent recovery here is fair, reasonable, and adequate. It represents a prudent balance between theoretical maximum penalties and substantial litigation uncertainty, ensuring meaningful financial

recovery and important workplace compliance improvements.

C. The Requested Attorney's Fees and Costs are Reasonable

i. Legal Standard for Attorneys' Fee Awards in Representative Actions

PAGA allows a prevailing plaintiff to obtain attorneys' fees and costs. Cal. Lab. Code § 2699(g). The U.S. Supreme Court has recognized that "a lawyer who recovers a common fund for the benefit of persons other than himself or his client is entitled to a reasonable attorney's fee from the fund as a whole." *Boeing Co. v. Van Gemert* (U.S. 1980) 444 U.S. 472, 478. *Accord*, *Serrano v. Priest* [Serrano III] (1977) 20 Cal.3d 25, 38

In *Laffitte v. Robert Half Internat., Inc.*, the California Supreme Court "join[ed] 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." *Laffitte v. Robert Half Internat., Inc.* (2016) 1 Cal. 5th 480, 503. Plaintiff submit that this guidance should apply equally to representative actions under PAGA.

The Supreme Court highlighted some of the many advantages of the percentage method: "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 the litigation." *Id.* In addition to its apparent endorsement of the percentage fee method, the *Laffitte* Court clarified that it does not "perceive an abuse of discretion in [a] court's decision to double check the reasonableness of the percentage fee through a lodestar calculation." *Id.* at 504. The *Laffitte* Court regards the lodestar cross-check as "a mechanism for bringing an objective measure of the work performed into the calculation of a reasonable attorney fee." *Id.*

In Plaintiffs' view, *Lafitte* stands for the proposition that a trial judge may rely on his or her discretion and utilize either the percentage method, the lodestar method, or both to calculate a reasonable attorney's fee. Furthermore, should a lodestar crosscheck be elected, the trial court does not abuse its discretion whether it chooses to "perform[] the cross-check using counsel declarations

summarizing overall time spent" or opts to do a more detailed analysis of daily time sheets. *Id.* at 505. Indeed, "[t]he choice of a fee calculation method is generally one within the discretion of the trial court, the goal…being the award of a reasonable fee to compensate counsel for their efforts." *Id.* at 504.

Laffitte affirmed a fee award representing 33 and 1/3 percent of the fund. *Laffitte*. *Id.* at 506. And this was based on a lodestar amount that required a multiplier of 2.13. *Id*. at 487. As the Court held, only when the multiplier is "extraordinarily high or low [should] the trial court [] consider whether the percentage method should be adjusted so as to bring the imputed multiplier within a justifiable range." *Id*. at 505.

ii. *The Requested Fees and Costs are Reasonable*

Plaintiff requests an attorneys' fee award in the amount of $12,498.75, which represents 33.33 percent of the $37,500 Gross Settlement Amount. The request is supported by the result achieved, including a $37,500 non-reversionary settlement, an estimated $12,516.35 payment to the LWDA, and an estimated average recovery of approximately $293.02 for each aggrieved employee. [Uriarte Dec. ¶ 14 & Ex. A, Agreement §§ A.2, A.4, A.10, A.16, A.18–A.19, C.2 & C.7]. This request is reasonable, appropriate, and fully justified under the applicable standards set forth in *Laffitte v. Robert Half International, Inc.* (2016) 1 Cal.5th 480, and the equitable principles underlying the common fund doctrine.

First, the requested percentage is consistent with, and indeed typical of, attorneys' fees regularly awarded in California representative actions and PAGA settlements. *See*, *e.g.*, *Laffitte*, *supra*, at p. 506 [affirming a 33.33 percent fee]; *Roos v. Honeywell Int'l, Inc.* (2015) 241 Cal.App.4th 1472, 1494 (overruled on other grounds by *Hernandez v. Restoration Hardware, Inc.* (2018) 4 Cal. 5th 260, 269 [finding a one-third common fund attorneys' fee award reasonable and appropriate].

Second, counsel undertook significant contingency risk in litigating this matter, investing considerable time and resources without assurance of compensation. Plaintiff's counsel's time was reasonably incurred in moving the case from investigation through settlement approval. Counsel investigated Plaintiff's claims before filing, prepared the pleadings, managed the case after filing,

and analyzed informal discovery concerning Plaintiff's employment, Defendant's timekeeping and payroll records, and the size and pay-period count of the aggrieved employee group. Counsel then evaluated Defendant's asserted defenses, assessed potential PAGA exposure, negotiated the settlement and long-form agreement, coordinated administration issues, and prepared the approval papers now before the Court. [Uriarte Dec. ¶¶ 5–6 & 14]. The parties negotiated the settlement for several months. Because of the small size of the PAGA group, the parties decided to not mediated and negotiate directly.

Third, counsel's lodestar supports the requested percentage fee. PAGA Counsel and his team worked a combined 97.2 hours on this matter and accrued a total lodestar of $45,622.00 [Uriarte Dec. ¶ 14 & Ex. C]. The lodestar and cost submission avoid duplication of fees or costs compensated in Plaintiff's separate individual settlement.

Fourth, Plaintiffs' counsel has considerable expertise in wage and hour litigation, specifically in representative and PAGA actions, which enabled him to efficiently and effectively negotiate a substantial, non-reversionary settlement that benefits the LWDA, employees, and the public interest. [Uriarte Dec. ¶¶ 16-18]. Counsel's skill and reputation contributed directly to the outcome here, supporting the requested fee award.

Finally, awarding a percentage-based fee aligns counsel's interests with those of the LWDA and aggrieved employees, encouraging counsel to maximize recovery, avoid unnecessary litigation expenses, and achieve a swift resolution. Plaintiffs submit that the requested fee award thus fairly and appropriately compensates counsel for their substantial effort, risk, and expertise, and should be granted.

Plaintiff also requests reimbursement of PAGA litigation costs is limited to the amount of $2,045.33. [Uriarte Dec. ¶ 2 & Ex. A, Agreement § A.18; Ex. B, Cost Report]. These costs were reasonably incurred in the prosecution and resolution of the PAGA claims. Plaintiff submits that the requested fees and costs are reasonable and should be approved.

V. NOTICE TO THE LWDA

Concurrent with this filing, Plaintiffs have uploaded the instant motion and all accompanying documents, including the Agreement, to the LWDA's website. A proof of service

will be filed promptly. [Uriarte Dec. ¶ 15 & Ex. A, Agreement § C.6].

VI. CONCLUSION & REQUEST FOR APPROVAL

Plaintiffs respectfully request that the Court grant this motion for PAGA settlement approval, including their requested deductions, as they submit that the civil penalties provisions of the Labor Code have been vindicated in favor of the LWDA and all Aggrieved Employees.

Dated: October 13, 2026

Respectfully Submitted,



Arlo Garcia Uriarte
Liberation Law Group, P.C.
Attorneys for PLAINTIFFS