Lenden F. Webb (SBN 236377)
Katherine E. Cervantes (SBN 333940)
WEBB LAW GROUP, APC
10509 Vista Sorrento Pkwy, Suite 450
San Diego, CA 92121
Telephone: (619) 399-7700
Email: LWebb@WebbLawGroup.com
Email: KCervantes@WebbLawGroup.com
Please also serve: Service@WebbLawGroup.com

ELECTRONICALLY
FILED
Superior Court of California, County of San Francisco
06/27/2025
Clerk of the Court
BY: SANDRA SCHIRO
Deputy Clerk

Attorneys for Plaintiff SAVITA JAYRAM individually and on behalf of all others similarly situated.

Additional Counsel Listed on Following Page

SUPERIOR COURT OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN FRANCISCO

SAVITA JAYRAM, on behalf of the State of California, as a private attorney general, Plaintiff, vs. THE BUNDOX RESTAURANT CORP., a California Corporation; and DOES 1 through 50, inclusive, Defendants.	Case No.: CASE NO. CGC-23-610167 (consolidated with Case No. CGC-23610212) *Assigned to: Hon. Jeffrey S. Ross, Dept. 606* **MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT OF PLAINTIFF SAVITA JAYRAM'S MOTION FOR APPROVAL OF PAGA SETTLEMENT AND AWARD OF ATTORNEY'S FEES AND COSTS** Date: August 4, 2025 Time: 9:00 a.m. Dept: 606 Complaint Filed: November 3, 2023 Trial Date: None Set

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP
Norman B. Blumenthal (State Bar #068687)
Kyle R. Nordrehaug (State Bar #205975)
Aparajit Bhowmik (State Bar #248066)
Nicholas J. De Blouw (State Bar #280922)
Piya Mukherjee (State Bar #274217)
Charlotte E. James (State Bar #308441)
Andrew Ronan (State Bar #312316)
2255 Calle Clara
La Jolla, CA 92037
Telephone: (858)551-1223
Facsimile: (858) 551-1232

Attorneys for Plaintiff, SAVITA JAYRAM individually and on behalf of all others similarly situated.

I. INTRODUCTION AND SUMMARY OF MOTION

Plaintiff Savita Jayram ("Plaintiff") seeks approval by this Court of the Private Attorneys General Act – Settlement Agreement entered into between Plaintiff on behalf of the State of California and other Aggrieved Employees, and Defendant the Bundox Restaurant Corp. ("Defendant" or "Bundox") pursuant to California Labor Code section 2699(l)(2)[1] Bundox does business as the Waterfront Restaurant ("the Waterfront") in San Francisco.

Subject to approval by the Court, Plaintiff and Bundox (Collectively "the Parties") have agreed to resolve Plaintiff's claims under the Private Attorneys General Act of 2004, Labor Code section 2698 *et. seq.* ("PAGA") for a Gross Settlement Amount of $5,000. The Gross Settlement Amount is inclusive of attorney's fees and litigation costs to be paid to Plaintiff's counsel, settlement administration costs to be paid to the Settlement Administrator, and the Net Settlement Amount to be paid to the California Workplace Development Agency ("LWDA") and all current and former non-exempt employees of Bundox employed from December 14, 2021 through the date of the filing of this Motion for Approval ("PAGA Period").

The Net Settlement Amount of $3,000 will be distributed as follows: 75 percent to the LWDA and 25 percent to Aggrieved Employees. The Aggrieved Employees will be entitled to individual PAGA Payments based on their pro rata share of the 25 percent of the net Settlement Amount based on the number of pay periods worked during the PAGA Period.

Plaintiff submits that the Settlement is fair, adequate, and reasonable, and meets the requirements for approval by the Court based upon the relevant fairness factors, including the very high likelihood that Plaintiff would not prevail on any of the remaining asserted grounds for her PAGA claim, the enormous time and risk of further litigation of these claims, the benefit conferred by the settlement, the experience and views of counsel, and the reasonableness of the net settlement amount. Plaintiff respectfully requests that the Court grant approval of the settlement, award the requested attorney's fees and litigation cost and settlement administration costs which are provided for by the settlement and requested herein.

---

[1] The private Attorneys General Act – Settlement Agreement ("Settlement Agreement") is attached as Exhibit B to the Declaration of Lenden F. Webb.

II. FACTUAL AND PROCEDURAL BACKGROUND

A. The PAGA Action.

On November 23, 2023, Plaintiff filed a representative action under the Private Attorneys General Act of 2004, Labor Code § 2698 *et. seq*. ("PAGA") against Defendant The Bundox Restaurant Corporation ("Defendant" or Bundox") (San Francisco Superior Court Case No. CGC-on behalf of the 23-610167), in which Plaintiff sought civil penalties under PAGA on behalf of current and former non-exempt employees of Bundox based on her allegations that Bundox violated various Labor Code provisions in connection with the following alleged conduct: (1) failure to pay minimum wages; (2) failure to pay overtime wages; (3) failure to provide required meal periods; (4) failure to provide required rest periods; (5) failure to provide accurate itemized statements; (6) failure to reimburse employees for required expenses; (7) failure to provide wages when due; (8) failure to pay sick wages; and (9) failure to provide suitable seating ("the PAGA Action") (Declaration of Lenden F. Webb (Webb Decl., ¶ 3.)

On May 16, 2024, this Court consolidated the PAGA Action for all purposes with the putative class action and wrongful termination action filed by Plaintiff against Bundox on November 6, 2023 (Case No. Case No. CGC-23-610167) under San Francisco County Superior Court Case No. CGC-23-610167 ("the Consolidated Actions"). (Webb Decl., ¶ 4.)

B. The Court Strikes Plaintiff's PAGA Claims for Failure to Provide Meal and Rest Periods and for Other Violations of the Labor Code.

On October 15, 2024, the Court granted Bundox's Motion to Strike certain of Plaintiff's PAGA claims on the basis that they were not alleged in Plaintiff's pre-filing PAGA Notice to the LWDA. (Webb Decl., ¶ 5.) The Court struck Plaintiff's PAGA claims for failure to provide meal periods, failure to provide rest periods, failure to pay wages timely during employment (Labor Code section 204), failure to pay sick pay, and failure to provide suitable seating. (*Id.* at Exh. A.)

On November 14, 2024, Plaintiff filed a First Amended Class Action and Representative Action Complaint ("First Amended Complaint") in the Consolidated Actions which included her class, PAGA and wrongful termination causes of action and allegations, but omitted PAGA claims that had been stricken by the Court. (Webb Decl., ¶ 6.)

C. The Parties Engage in Significant Investigation and Discovery.

During the course of this litigation, the Parties exchanged a large volume of information, documents, and data relevant to Plaintiff's allegations and Defendant's defenses thereto, including, and not limited to, the employment records of Plaintiff, Aggrieved Employee time and pay data, multiple iterations of Defendants' Employee Handbook, and Defendant's operations and employment practices, policies, and procedures documents (e.g. its timekeeping policy and overtime Policy), among other documents. (Webb Decl., ¶ 7.) Plaintiff's counsel also engaged in significant investigation, including contacting current and former employees of Bundox, and also invested time reviewing and analyzing relevant documents and data to evaluate Plaintiff's claim and allegations. (*Id.*) The depositions of Plaintiff and Defendant's Person Most Knowledgeable were taken. (*Id.*)

D. The Parties Participate in Mediation with Mediator David Lowe.

On May 8, 2025, the Parties participated in a private in person mediation session with experienced wage and hour mediator David Lowe, Esq. ("Mr. Lowe"). (Webb Decl., ¶ 8.)

Prior to or during the mediation, Plaintiff learned that there were 69 current and former non-exempt employees of Bundox who could assert claims against the Company under PAGA ("Aggrieved Employees"). (Webb Decl., ¶ 9.) Based upon review of the extensive discovery provided by Defendant and the extensive feedback from the mediator, Mr. Lowe, Plaintiff concluded that she was not likely to prevail on any of the PAGA claims remaining after Bundox's successful Motion to Strike. (Webb Decl. ¶ 12.) Documents produced by Bundox showed that, during the relevant time period, Bundox paid its non-exempt employees for all time worked, including all overtime at the correct rate of pay, that Bundox did not round employee time. The documentation showed that Bundox employees clocked in and out via an electronic time clock which recorded employee time to the minute and that employees were paid for all time recorded. There was no evidence that employees worked "off the clock." Bundox also established that employees were not required to use their personal cell phones for work, and had no reason to do so, and did not incur any other reimbursable expenses. (Webb Decl., ¶ 10.) Based on information

Plaintiff learned regarding the Waterfront's business operation, Plaintiff's counsel further concluded that, even in the unlikely event that she was able to prevail on any of the remaining PAGA claims, the Court would likely award extremely minimal PAGA penalties given Bundox's efforts to comply with California wage and hour laws, the economic climate for San Francisco restaurants, and the Waterfront's particular struggle to survive primarily for the sake of its employees. (Webb Decl. ¶ 11.)

E. The PAGA Settlement.

1. Aggrieved Employees.

Based on the information which Plaintiff learned before and during the mediation and the extensive input from mediator David Lowe, Plaintiff reached a settlement with Bundox of the remaining PAGA claims several days after the mediation. (Webb Decl., ¶ 13.) The Aggrieved Employees who are covered by the settlement are: "Plaintiff and all other hourly paid individuals who were employed by Bundox in California and who worked at least one pay period for Bundox in California during the PAGA Period, December 14th, 2021, to the date of the filing of this Motion for Approval of the Settlement." (Webb Decl, Exh., B, ¶ ¶ 1.4, 1.20.) There are approximately 69 Aggrieved Employees. (Webb Decl., ¶ 8.)

2. Allocation of Gross Settlement Amount.

Pursuant to the Parties' Settlement, Bundox will pay a Gross Settlement Amount of $5,000.00. From the Gross Settlement Amount, attorney's fees and litigation costs in the amount of $500.00 will be paid to Plaintiff's counsel; (2) settlement administration costs of up to $1,500.00 will be paid to the Administrator, Apex Class Action, LLC; and (3) the remaining PAGA Penalty Amount of $3,000.00 will be allocated to the LWDA and Aggrieved Employees as required under PAGA, with the LWDA receiving 75 percent of the PAGA Penalty Amount ($2,250.00) and the Aggrieved Employees receiving 25 percent of the PAGA Penalty Amount ($750.00).[2] (Webb

---

[2] Based on the information set forth above regarding the unlikelihood that Plaintiff will prevail on her claims against Bundox and other information learned prior to and during the May 8, 2025 mediation regarding Bundox's wage and hour practices, and the input provided by Mr. Lowe during the mediation, Plaintiff ultimately determined that it is appropriate to dismiss Plaintiff's class action claims without prejudice and to resolve Plaintiff's individual claims in this matter through an individual settlement. Accordingly, simultaneously with this Motion for Approval of

Decl., Exh. B at ¶¶ 1.10, 3.1, 3.2.)

3. **Calculation of Individual PAGA Payments.**

The Administrator will calculate each Aggrieved Employee's Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of the PAGA penalties ($750.00) by the total number of Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by the number of pay periods worked by each Aggrieved Employee during the PAGA period. (Webb Decl., Exh. B at¶ 3.2. 3.1.) Aggrieved Employees assume responsibility for any and all taxes owed on their Individual PAGA Payments. The Administrator will report the individual PAGA Payments on IRS 1099 Forms. *(Id.* at .)

The Settlement Agreement includes an Escalator Clause which provides that, as of the date of Court Approval of the PAGA Settlement, the number of Pay Periods worked by the Aggrieved employees exceeds the number of Pay Periods at the time of settlement (4,100) by more than ten percent (10%) (i.e., 4,510 or more Pay Periods), then the amount of the Gross Settlement Amount will correspondingly increase in proportion to the increased percentage above 10%. For example, if such increase in Pay Periods worked by Aggrieved Employees is 25% more than 4,100, then the PAGA Settlement Amount shall increase by 15%. (Webb Decl., Exh. B at ¶ 4.1.1 .)

4. **Funding of Gross Settlement Amount and Distribution of Individual PAGA Payments.**

The "Effective Date" of the Settlement Agreement is the date the Court enters Judgment on its Order Approving the Settlement. (Webb Decl., Exh. B at ¶ 1.9.) Within 20 days of the Effective Date, Defendant will deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. (Webb Decl., Exh. B at ¶ 4.2.) To protect Aggrieved Employees' privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose and restrict access to the Aggrieved Employee Data to Administrator employees who need access to the

---

PAGA Settlement, Plaintiff has filed a Request for Dismissal of the class action allegations asserted in the operative First Amended Complaint without prejudice. (Webb Decl. ¶ 17.)

Aggrieved Employee Data to effect and perform under this Agreement. (*Id.*) Defendant has a continuing duty to immediately notify the Administrator and PAGA Counsel if it discovers that the Aggrieved Employee Data omitted employee identifying information and to provide corrected or updated Aggrieved Employee Data. (*Id.*) The Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employee Data. (*Id.*)

Defendant shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than thirty (30) days after the Effective Date. (Webb Decl., Exh. B at ¶ 4.3.)

Within 14 days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, and the Administration Expenses Payment. (Webb Decl., Exh. B at ¶ 4.4.) The Administrator will issue checks for the Individual PAGA Payments and send them to the Aggrieved Employees via First Class U.S. Mail, postage prepaid. (Webb Decl., Exh. B at ¶ 4.4.1.) The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. (*Id.*) Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database. (Webb Decl., Exh. B at ¶ 4.4.1.)

The Administrator must conduct an address search for all Aggrieved Employees whose checks are returned undelivered without USPS forwarding address and must re-mail checks to the USPS forwarding address within 7 days of receiving a returned check. (Webb Decl., Exh. B at ¶ 4.4.2.) The Administrator shall promptly send a replacement check to any Aggrieved Employee whose original check was lost or misplaced, requested by the Aggrieved Employee prior to the void date. (*Id.*) For any Aggrieved Employee whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Aggrieved Employee. (Webb Decl., Exh. B at ¶¶ 4.43.)

///

///

5. The Scope of the Release Agreement.

The "Released Parties" under the Settlement Agreement are Defendant and its former and present directors, officers, shareholders, owners, attorneys, insurers, predecessors, successors, assigns, subsidiaries, and/or affiliates. (Webb Decl., Exh. B at ¶ 1.27.)

Effective on the date of the funding of the Gross Settlement Amount, Plaintiff, as agent and proxy of the LWDA, will be deemed to have released Parties from all claims, rights, demands, damages, penalties, liabilities, and causes of action in the Operative Complaint arising at any time during the PAGA Period for recovery under the PAGA (and associated attorneys' fees, costs, and interest). (Webb Decl., Exh. B at ¶ 5.1.) Plaintiff acknowledges that she may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that this Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiffs discovery of them. (Webb Decl., Exh. B at ¶ 5.1.)

Also effective on the date of the funding of the Gross Settlement Amount, all Aggrieved Employees, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors and assigns, will be deemed to have released the Released Parties from all claims for recovery under PAGA (and associated attorneys' fees, costs, and interest) that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint, and the PAGA Notice. (Webb Decl., Exh. B at ¶ 5.2.)

PAGA Counsel will be deemed to have released the Released Parties from all claims for fees incurred in connection with the PAGA Action, the facts stated in the Operative Complaint related to the PAGA Period, and the PAGA Notice. (Webb Decl., Exh. B at ¶ 5.3.)

6. No Right to Object to or Opt Out of the Settlement.

The Settlement Agreement does not provide any mechanism for Aggrieved Employees to object to or opt out of the Settlement. (See, Webb Decl., Exh. B.)

III. STANDARD FOR APPROVAL OF A PAGA SETTLEMENT

The settlement of a PAGA action requires court approval. Labor Code§ 2699(s)(2). However, " [a] PAGA claim asserted on a non-class representative basis . . . is not considered a class action but a law enforcement action" and therefore does not have to meet the requirements of class action. *Casita v. Sears Holdings Corp.* (E.D. Cal. Jan. 26, 2012) E.D. Cal. Jan 26, 2012) 2012 WL 2173715 at *3; *Pedroza v. PetSmart, Inc.* (C.D. Cal. Jan. 28, 2013) 2013 WL 1490667, at *15; *Arias v. Superior Court* (2009) 46 Cal. 4th 969, 980-988 (affirming lower court's holding that "plaintiff need not satisfy class action requirements to assert PAGA claim") As such, a court's review of a PAGA settlement involves analysis of several unique features that render the approval process distinct from, and simpler than, the process for approval of a class action settlement. A court reviewing a PAGA settlement need only "ensur[e] that a negotiated resolution is fair to those affected." *Williams v. Superior Court* (2017) 3 Cal. 5th 531, 549 (citing Lab. Code § 2699(l)(2)).

In a PAGA case, the court's focus is not the monetary amount which aggrieved employees or the State stand to receive, but instead, whether the total settlement amount achieves the PAGA's objectives. The purpose of the PAGA is "to incentivize private parties to recover civil penalties for the government that otherwise may not have been assessed and collected by overburdened state enforcement agencies." See *Ochoa-Hernandez, supra,* 2010 WL 1340777, at *4 (citing *Arias, supra,* 46 Cal.4th at 986). Penalties recovered under the PAGA are, in part, to "be distributed to the [LWDA] for enforcement of labor laws . . . and for education of employers and employees about their rights and responsibilities under this code, to be continuously appropriated to supplement and not supplant the funding to the agency for those purposes." Lab. Code § 2699(j). The recovery of penalties on behalf of the State, by way of a PAGA claim, is essentially a law enforcement action. *See, Amalgamated Transit Union, Local 1756, AFL-CIO v. Superior Court. (2009) 46th Cal.4th 993* (the PAGA is a mechanism for "an aggrieved employee to recover civil penalties—for Labor Code violations—that otherwise would be sought by state labor law enforcement agencies").

A PAGA settlement is a settlement of claims for penalties and other remedies which the LWDA could assess and collect on behalf of employees without their involvement or approval. "[U]nnamed employees need not be given notice of the PAGA claim, nor do they have the ability to opt-out of the representative PAGA claim." *Ochoa-Hernandez, supra,* 2010 WL 1340777, at *5. This renders the approval process of a PAGA settlement distinct from a class action settlement, and the Court need not employ the two-step approval process applicable to class action settlements.

IV. THE SETTLEMENT IS FAIR AND SHOULD BE APPROVED

A. The Factors Giving Rise to a Presumption of Fairness Exist.

A settlement that is the product of extensive and adversarial negotiations between the parties is entitled to a presumption of fairness. *Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 245. Here, the Settlement between Plaintiff and Bundox is presumptively fair because: (1) it is the product of non-collusive, arm's-length negotiations with the assistance of an independent mediator knowledgeable in complex labor and employment matters; (2) it was negotiated by counsel with significant experience in similar complex labor and employment matters; and (3) it occurred after counsel for the Parties engaged in significant discovery and investigation to evaluate the strength and potential value of the PAGA claim, and of litigating this claim through trial. (Webb Decl, ¶¶ 7, 9, 14.)

After engaging in significant investigation, formal discovery, including the depositions of both Parties, informal discovery and exchange of information, the Parties participated in a full-day mediation in an effort to resolve the Consolidated Actions. (Webb Decl., ¶¶ 7, 8, 14.) The Parties and their respective counsel participated in a full-day mediation with mediator, David Lowe, Esq., a well-respected mediator experienced in mediating complex labor and employment matters. (Webb Decl., ¶ 8.) In the course of mediation and settlement negotiations, the Parties discussed all aspects of the case, including the Waterfront's wage and hour practices, the evidence produced and analyzed, the PAGA claims remaining after Defendant's successful motion to strike, the law relevant to Plaintiff's remaining PAGA claims, whether there is any merit to Plaintiff's remaining PAGA claims, the risk of further litigation and proceeding with trial, and the current economic climate for restaurants in San Francisco and the Waterfront's particular struggle to remain in business primarily for the sake of its employees. (Webb Decl., ¶ 9.)

During all settlement negotiations, the Parties conducted their negotiations at arm's length in an adversarial position. (Webb Decl., ¶ 9) Based on all of the information available to the Parties and with the assistance and input of experienced mediator David Lowe, Plaintiff and her attorneys cocluded that this matter is well-suited for settlement given the weaknesses of the remaining PAGA claims. (Webb Decl. ¶ 12.) Plaintiff and Plaintiff's Counsel believe that the settlement is a fair, adequate, and reasonable resolution of this matter in light of the particular facts of this case. (Webb Decl., ¶ 14.) Plaintiff's Counsel has extensive experience handling representative and class action wage and hour litigation and used that experience to evaluate the likely merits of Plaintiff's PAGA theories and allegations remaining after Bundox's successful Motion to Strike. (*Id.*) The Court should give considerable weight to the competency, experience, and opinion of counsel and the involvement of a neutral mediator in assuring that the settlement is a product of arm's length bargaining. *See, Kirkorian v. Borelli* (N.D. Cal. 1988) 695 F. Supp. 446, 451 (opinion of experienced counsel is entitled to considerable weight); *Boyd v. Bechtel Corp.* (N.D. Cal. 1979) 485 F.Supp. 610, 616-17, 622 (recommendations of plaintiffs' counsel should be given a presumption of reasonableness); see also, *Satchell v. Fed. Express Corp.* (N.D. Cal. Apr. 13, 2007) 2007 WL 1114010, at *4 (stating that the "assistance of an experienced mediator in the settlement process confirms that the settlement is non-collusive").

B. The Weakness of Plaintiff's Remaining PAGA Allegations/ Theories and the Unlikelihood of Prevailing at Trial Strongly Favor Approval of the Settlement.

In order for Plaintiff to prevail on the PAGA claim, she would have to prove that Bundox engaged in the alleged Labor Code violations remaining after Bundox's successful Motion to Strike. Since the Court struck certain of Plaintiff's PAGA claims, including her claims for failure to provide meal periods and failure to provide rest periods, Plaintiff's PAGA claim is solely based on her allegations that Defendant has systematically violated the Labor Code, with respect to Plaintiff and the Aggrieved Employees, by failing to pay minimum wages, failing to pay overtime wages, failing to provide accurate itemized wage statements, failing to reimburse employees for required expenses, and failing to pay all wages due at the time of termination. (Webb Decl. ¶ 5.)

Defendant produced substantial evidence and analysis both before and during the mediation that the current and former employees employed during the PAGA Period are not aggrieved because they also did not suffer any of the remaining alleged Labor Code violations. Specifically, Defendant presented documentation and data showing that it paid its non-exempt employees for all time worked, including all overtime. Defendant presented documentation showing that it recorded the time worked by non-exempt employees to the minute and that it paid them for all time recorded, i.e. it did not round employee time. (Webb Decl., ¶ 10.) Further, from Plaintiff's own investigation, there was no evidence that non-exempt employees worked off the clock. (*Id.*) Based on the information and documentation provided by Defendant and information learned through Plaintiff's own investigation, Plaintiff and her attorneys concluded that it was highly unlikely that she would prevail on her PAGA claims for failure to pay minimum wages and failure to pay overtime wages or on the derivative claims for failure to provide accurate, itemized wage statements and failure to pay all wages due at the time of termination. (Webb Decl., ¶ 10.) Defendant also provided substantial information both before and during the mediation that its non-exempt employees were not required to and had no reason to use their personal cell phones for work-related purposes or incur any other business-related expenses. (*Id.*) Based on this information, Plaintiff and her attorneys also determined that it was extremely unlikely that Plaintiff would prevail on her PAGA claim based on her allegation that Defendant failed to reimburse its employees for business expenses. (*Id.*)

Defendant also convincingly pointed out that an important feature of PAGA is that the Court retains discretion to lower the penalties 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* Cal. Lab. Code § 2699(e)(2); *see also Thurman v. Bayshore Transit Management, Inc.* (2012) 203 Cal.App.4th 1112, 1136 (holding that a court may reduce the amount of PAGA penalties awarded to an employee based upon discretionary factors). (Webb Decl., ¶11.) Based on information Plaintiff learned regarding the Waterfront's business operation, Plaintiff and her counsel concluded that, even in the unlikely event that she was able to prevail on any of the remaining PAGA theories, the Court would likely award extremely minimal PAGA penalties given the substantial evidence of Defendant's efforts to comply with California wage and hour laws, the economic climate for San Francisco restaurants, and the Waterfront's particular struggle to survive primarily for the sake of its employees. (Webb Decl., ¶ 12.)

In short, Plaintiff and her attorneys have correctly concluded that, should this matter proceed to trial, it is highly likely that Plaintiff would recover nothing, either for herself or on behalf of the State of California or other Aggrieved Employees, even after years of costly and labor-intensive litigation. Accordingly, the settlement, which provides some compensation to the LWDA and Aggrieved Employees is appropriate.

C. The Settlement is Fair, Adequate and Reasonable.

Considering all of the facts in this case, Plaintiff and her counsel have determined that the Settlement represents a fair, adequate, and reasonable resolution of the PAGA claim, and that it is in the best interests of the Aggrieved Employees and the State of California. Under the Settlement, Defendant will pay a Gross Settlement Amount of $5,000.00. The Net Settlement Amount is currently estimated to be $3,000.00, of which at least $750.00 will be distributed to Aggrieved Employees on a *pro rata* basis, based on their PAGA Pay Periods and $2,250.00 will be distributed to the LWDA. (Webb Decl., Exh B.) There is no reason to doubt the fairness of the proposed plan of allocation of the Net Settlement Amount as it fully complies with California Labor Code section 2699(i).

Plaintiff and her counsel are aware of the burdens of proof necessary to establish liability on each of the remaining PAGA theories, and the difficulties in establishing Defendant's liability for, and the right to recover, penalties on behalf of Plaintiff, the State of California, and other Aggrieved Employees. In reaching the Settlement, Plaintiff and her counsel have taken into account the fact that it is highly unlikely that Plaintiff will prevail on any of the remaining PAGA claims and that further litigation will not change this likely outcome. (Webb Decl., ¶ 12.) Plaintiff and her counsel have also taken into account Defendant's agreement to enter into a settlement that confers some benefit upon the Aggrieved Employees and the State of California, despite the fact that there is no evidence that Defendant violated the Labor Code provisions at issue. (Webb Decl., ¶ 14.)

D. The Settlement Avoids Further Complex Litigation Unlikely to Result in Any Recovery.

Courts favor the voluntary conciliation and settlement of complex litigation. *Class Plaintiffs v. City of Seattle* (9th Cir. 1992) 955 F.2d 1268, 1276. Generally, "unless the settlement is clearly inadequate, its acceptance and approval are preferable to lengthy and expensive litigation with uncertain results." *Nat'l Rural Telecomms. Coop. v. DIRECTV, Inc.* (C.D. Cal. Jan. 5, 2004) 221 F.R.D. 523, 526 (citation omitted).

Here, prior to reaching the Settlement, the Parties investigated the veracity, strength, and scope of the PAGA allegations. The Parties exchanged a large volume of information, documents, and data relevant to Plaintiff's claim and Defendant's defenses thereto, including, and not limited to, the employment records of Plaintiff, Aggrieved Employee time and pay data, multiple iterations of Defendants' Employee Handbook, and Defendant's operations and employment practices, policies, and procedures documents (e.g. its timekeeping policy and overtime Policy), among other documents. Counsel for the Parties undertook significant investigation and also invested time reviewing and analyzing relevant documents and data to evaluate Plaintiff's claim and allegations. (Webb Decl, ¶ 7.) The depositions of Plaintiff and Defendant's Person Most Knowledgeable were taken. Prior to mediation, both parties submitted and exchanged detailed mediation briefs. (*Id.*) Thus, the Parties engaged in substantial investigation, discovery and analysis which allowed them to accurately analyze each of the remaining PAGA theories and to intelligently discuss them at mediation. Based on all of this information and with input from the mediator, David Lowe, Plaintiff and her attorneys do not believe that further litigation, including a trial, in this matter would result in any recovery under PAGA for Plaintiff, the LWDA, or Aggrieved Employees. (Webb Decl., ¶¶ 10-12.) For this reason also, the settlement which provide some compensation to the LW DA and to Aggrieved Employees is fair and reasonable.

E. The Experience and Views of Plaintiff' Counsel Favor Approval of the Settlement.

Plaintiff's Counsel is highly experienced in complex representative and class action wage-and-hour litigation. (Webb Decl., ¶14 .) Plaintiff's counsel has tried numerous cases and would pursue Plaintiff's PAGA claim through trial if they believed that there was even a small chance of prevailing. (*Id.*) In the view of Plaintiff's Counsel, the benefits conferred by the settlement are eminently fair and reasonable, and in the best interests of the State of California and the Aggrieved Employees in light of the fact that, in Plaintiff's counsel's opinion, Plaintiff is not likely to prevail on any of the remaining theories/ allegations upon which her PAGA claim is based even after further continued litigation, including trial. (*Id.*)

F. The Proposed Attorney's Fees Payment is Fair and Reasonable.

Plaintiff's Counsel is entitled to recover reasonable attorneys' fees and costs as a matter of right under PAGA. *See* Cal. Lab. Code § 2699(g)(1) ("Any employee who prevails in any [PAGA] action shall be entitled to an award of reasonable attorney's fees and costs"). Plaintiff's Counsel is also entitled to fees and costs under California Code of Civil Procedure section 1021.5, as the instant PAGA action is by definition "for the benefit" of others and secures monetary recovery for a large number of Aggrieved Employees, as well as the State of California. *See, Estrada v. FedEx Ground Package Sys. Inc.* (2007) 154 Cal.App 4th 1, 16-17 The settlement will also benefit the state labor agency in enforcing labor laws and educating "employers and employees about heir rights and responsibilities under [the California Labor Code]." Cal. Lab. Code § 2699(i).

In the present case, Plaintiff's attorneys have borne all of the risks and costs of litigation and will not receive any compensation until recovery is obtained. Plaintiff's attorneys are experienced in complex wage-and-hour litigation and have used that experience to litigate on behalf of Plaintiff, the Aggrieved Employees and the State of California and to evaluate the merits of the theories asserted. (Webb Decl., ¶ 14.) Although the Attorney's Fees Award does not reflect the substantial time and effort put into this case by Plaintiff's attorneys, it is reasonable in light of the Gross Settlement Amount ($5,000) and the Net Settlement Amount ($3,000) allocated to pay PAGA penalties to the LWDA and to Aggrieved Employees. (Webb Decl., ¶ 15.) Plaintiff's counsel has foregone requesting that larger percentage of the Gross Settlement Amount be allocated to attorneys' fees so that more money is available for allocation to the LWDA and Aggrieved Employees. (*Id.*) Considering the amount of fees requested, work performed, risks incurred, and experience of Plaintiff's Counsel, the requested attorneys' fees are reasonable and should be awarded.

V. CONCLUSION

For all of the foregoing reasons, Plaintiff respectfully requests that the Court grant approval of the Parties' PAGA settlement.

DATED: June 27, 2025

WEBB LAW GROUP APC

By:

Lenden Webb
Attorneys for Plaintiff, the State of California, and Aggrieved Employees

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF SAN DIEGO

I am employed in the County of San Diego, State of California. I am over the age of 18 and not a party to the within action; my business address is: 10509 Vista Sorrento Parkway, Suite 450, San Diego, CA 92121. My email address is **Service@WebbLawGroup.com**.

On **June 27, 2025**, I served the document(s) described as:

1. **NOTICE OF MOTION AND MOTION FOR APPROVAL OF PAGA SETTLEMENT AND AWARD OF ATTORNEY'S FEES AND COSTS;**
2. **MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT OF PLAINTIFF SAVITA JAYRAM'S MOTION FOR APPROVAL OF PAGA SETTLEMENT AND AWARD OF ATTORNEY'S FEES AND COSTS;**
3. **DECLARATION OF LENDEN F. WEBB IN SUPPORT OF PLAINTIFF SAVITA JAYRAM'S MOTION FOR APPROVAL OF PAGA SETTLEMENT AND AWARD OF ATTORNEY'S FEES AND COSTS;**
4. **[PROPOSED] ORDER GRANTING MOTION FOR APPROVAL OF PAGA SETTLEMENT AND AWARDING ATTORNEY'S FEES AND COSTS.**

on the interested parties in this action by placing a true copy thereof enclosed in a sealed envelope at: San Diego, California, addressed as follows:

PAUL V. SIMPSON
SARAH E. LUCAS
SIMPSON, GARRITY, INNES & JACUZZI, P.C.
601 Gateway Blvd., Suite 950
South San Francisco, CA 94080
Telephone: (650) 615-4860
Email: PSimpson@SGIJLaw.com
Email: SLucas@SGIJLaw.com
Email: Cynthia@SGIJLaw.com

Attorneys For Defendant
THE BUNDOX RESTAURANT CORP

Norman B. Blumenthal
Kyle R. Nordrehaug
Aparajit Bhowmik
Victoria B. Rivapalacio
Piya Mukherjee
Charlotte E. James
BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP
2255 Calle Clara
La Jolla, CA 92037
Telephone: (858)551-1223
Facsimile: (858) 551-1232
Email: norm@bamlawca.com
Email: kyle@bamlawca.com
Email: aj@bamlawca.com
Email: victoria@bamlawca.com
Email: piya@bamlawca.com
Email: charlotte@bamlawca.com

Co-Counsel for Plaintiff
SAVITA JAYRAM

_____(BY MAIL) I am readily familiar with this business' practice for collection and processing of correspondence for mailing, and that correspondence, with postage thereon fully prepaid, will be deposited with the U.S. Postal Service on the date herein above in the ordinary course of business, at San Diego California.

_XX_ (BY E-MAIL) I caused the above-referenced document(s) to be electronically mailed tothe offices of the addressee(s) as a courtesy, pursuant to an applicable code or a valid stipulation.(No stipulation for email service, send as courtesy only) I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

Executed o**n June 27, 2025**, at San Diego, California

XX I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Morgan Y. Edgar

_MORGAN Y. EDGAR

WEBB LAW GROUP, APC
466 West Fallbrook Avenue, Suite 102
Fresno, California 93711