

Eric K. Yaeckel [CSB No. 274608]
yaeckel@sullivanlawgroupapc.com
Ryan T. Kuhn [CSB No. 324538]
ryan@sullivanlawgroupapc.com
Karoline D. Kitlowski [CSB No. 347692]
karoline@sullivanlawgroupapc.com

SULLIVAN & YAECKEL LAW GROUP, APC
2330 Third Avenue
San Diego, California 92101
(619) 702-6760 * (619) 702-6761 FAX

Attorneys for Plaintiff CAMILLE LAMPKINS, in a Representative capacity only, and on behalf of other members of the general public similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SANTA CLARA

CAMILLE LAMPKINS, in a Representative capacity only, and on behalf of other members of the general public similarly situated,

Plaintiff

v.

BELMONT VILLAGE, L.P., a California Limited Partnership; and DOES 1-10, inclusive

Defendants

CASE NO. 23CV415220

PLAINTIFF'S MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT OF MOTION RE: UNOPPOSED PAGA APPROVAL

Date: March 19, 2025

Time: 1:30 p.m.

Dept.: 19

Judge: Hon. Theodore C. Zayner

1 **I. SUMMARY OF MOTION**

2 This is a “Wage and Hour” representative action, under California’s Private Attorneys General
3 Act of 2004. Plaintiff CAMILLE LAMPKINS, in a Representative capacity only, and on behalf of
4 other members of the general public similarly situated (“Plaintiff”), respectfully submits the instant
5 Points and Authorities in support of her motion for Approval of the PAGA Settlement.

6 This Request is **Unopposed**.

7 The LWDA was timely notified of this proposal, concurrent with the filing of the motion, and
8 does **not** object to the allocations. (See Proof of Service on LWDA).

9 **II. SUMMARY OF SETTLEMENT TERMS**

10 This is a Labor Code §2698 *et seq.* “Wage and Hour” (“PAGA”) action brought against
11 BELMONT VILLAGE, L.P., (“BV”). As this is a “PAGA” action only, the Limitations Period begins
12 on May 25, 2022. (Ex. 1 at ¶ 1.19). There are approximately **85,380** pay periods worked between all
13 of the PAGA Members at issue. (Ex. 1 at ¶ 4.1).

14 Following the exchange of discovery, analysis of numerous sets of time and wage data, and a
15 full day mediation presided over by Lisa Klerman, the Parties reached a proposed settlement that
16 includes a payment of penalties to the LWDA. (Yaeckel Decl., ¶4–5).

17 The Total Value of the proposed Settlement is **\$750,000.00**. The “Monetary Terms” are found
18 in Exhibit 1 (paragraph 3) and are summarized as follows:

- 19 * **\$250,000.00** Attorney’s Fees (1/3 of total settlement value);
20 * **\$13,218.67** Costs of Litigation
21 * **\$7,500.00** Plaintiff’s Enhancement Award
22 * **\$13,991.00** Administration Expenses
23 * Sub-Total of **\$465,290.33**
24 * 75% (**348,967.75**) shall be assigned/paid to the LWDA as penalties.
25 * The remaining 25% (**116,322.58**) will be disbursed among all employees based
26 on pay periods employed during the PAGA period.

27 Further, there are no restrictions for any of the employees to file individual actions, as the
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1 settlement agreement only covers PAGA claims. (Yaeckel Decl., ¶7); **Exhibit 1**: “Release by
2 Aggrieved Employees” ¶ 5.2).

3 Plaintiffs’ counsel is well versed in class and representative (PAGA) litigation. Based on that
4 experience, counsel submits this settlement represents a fair and adequate payment to the LWDA and
5 aggrieved employees. (Yaeckel Decl., ¶12).

6 Should the Court deem if necessary, a lodestar cross-check of the requested attorneys fees.
7 Given the actual fees incurred, in the amount of \$241,556.00, only an extremely modest lodestar
8 multiplier of 1.03 is necessary. (See Yaeckel decl. ¶ 14(d)).

9 Plaintiff’s counsel submits its fees are reasonable and in line with (or lower) than rates charged
10 in the community by attorneys with similar experience. (See Yaeckel decl. ¶¶ 15-20).

11 Plaintiff also seeks reimbursement for reasonable litigation expenses incurred in the amount
12 of \$13,218.67. (See Yaeckel decl. ¶ 21).

13 The parties proposed notice, to accompany the settlement checks following approval, is
14 attached for the Court’s review to the Declaration of Eric Yaeckel as **Exhibit 4**.

15 The parties have jointly selected CAC Services, LLC as the Settlement Administrator. CAC
16 provided a bid of an amount not to exceed \$13,991.00. A true and correct copy is attached to the
17 Declaration of Eric Yaeckel as **Exhibit 5**.

18 **III. CONTROLLING AUTHORITY**

19 PAGA “authorizes an employee to bring an action for civil penalties on behalf of the state
20 against his or her employer for Labor Code violations committed against the employee and fellow
21 employees.” *Iskanian v. CLS Trans. Los Angeles, LLC* (2014) 59 Cal. 4th 348, 360. “To compensate
22 for the lack of [a]dequate financing of essential labor law enforcement functions,’ the California
23 legislature enacted PAGA to permit aggrieved employees to act as private attorneys general to collect
24 civil penalties for violations of the Labor Code.” *Sakkab v. Luxottica Retail N. Am., Inc.* (9th Cir.
25 2015) 803 F.3d 425, 430.

26 Recently the Court of Appeal has given guidance to trial courts in reviewing a PAGA
27 settlement:
28

1 We therefore hold that **a trial court should evaluate a PAGA settlement to**
2 **determine whether it is fair, reasonable, and adequate in view of PAGA's**
3 **purposes to remediate present labor law violations, deter future ones, and to**
4 **maximize enforcement of state labor laws.** (*See Williams*, *supra*, 3 Cal.5th at p.
5 546, 220 Cal.Rptr.3d 472, 398 P.3d 69 [PAGA "sought to remediate present
violations and deter future ones"]; *Arias*, *supra*, 46 Cal.4th at p. 980, 95 Cal.Rptr.3d
588, 209 P.3d 923 [the declared purpose of PAGA was to augment state enforcement
efforts to achieve maximum compliance with labor laws].)
Moniz v. Adecco USA, Inc., (2021) 72 Cal. App. 4th 56, 77.

6 Prior to *Moniz*, other Courts have followed the rationale in *O'Connor v. Uber Techs., Inc.*, 201
7 F.Supp.3d 1110, 132-35 (N.D. Cal. 2016), which states a court is permitted to approve a PAGA
8 settlement if the settlement is "fair and adequate in view of the purposes and policies of the statute."
9 *Id.*

10 The California Supreme Court recently confirmed that, unlike in a Class Action, in a PAGA
11 only settlement other employees do not have a right to notice or to object to the settlement:

12 nothing in PAGA's text, statutory scheme, or legislative history suggests the Legislature
13 understood or intended an aggrieved employee's authority to commence and prosecute a PAGA
14 action on the state's behalf to include the power to file objections to the settlement reached by
another aggrieved employee representing the same state interest and also acting on the state's
behalf. *Turrieta v. Lyft, Inc.*, 16 Cal.5th 664, slip op. at 57.

15 As to penalties in a PAGA case, a court may award a lesser amount than the maximum civil
16 penalty amount if, based on the facts and circumstances of the particular case, to do otherwise would
17 result in an award that is unjust, arbitrary and oppressive, or confiscatory. Lab. Code, § 2699(e)(2);
18 *Amaral vs. Cintas Corp. No. 2* (2008) 163 Cal.App.4th 1157, 1213-1214. *See e.g., Fleming v. Covidien*
19 *Inc.*, 2011 WL 7563047, at *4 (C.D. Cal. Aug. 12, 2011) (reducing PAGA penalties by 82%).

20 The Court in *Flores v. Starwood Hotels & Resorts Worldwide, Inc.* ("Flores") was asked to
21 approve a PAGA settlement (the "Settlement"). *Flores v. Starwood Hotels & Resorts Worldwide, Inc.*,
22 253 F. Supp. 3d 1074, 1075–76 (C.D. Cal. 2017). In deciding whether the court should approve the
23 Settlement, the court looked at the California legislature, the California Courts of Appeal, the
24 California Supreme Court, and the California Labor & Workforce Development Agency for a
25 definitive answer as to what precedent the court should follow in either approving or denying the
26 settlement. *Id.* The court was not able to find a definitive answer. *Id.* As such, the court followed the
27 rationale in *O'Connor v. Uber Techs., Inc.*, 201 F.Supp.3d 1110, 132-35 (N.D. Cal. 2016), which states
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1 a court is permitted to approve a PAGA settlement if the settlement is “fair and adequate in view of
2 the purposes and policies of the statute.” *Id.*

3 In deciding whether the settlement was “fair and adequate,” the Court’s have looked how the
4 parties divvied up the civil penalties under Section 2699(i) of the California Labor Code. *Flores v.*
5 *Starwood Hotels & Resorts Worldwide, Inc.*, 253 F. Supp. 3d 1074, 1076–77 (C.D. Cal. 2017). As the
6 court felt the parties’ division of penalties was fair and adequate pursuant to the statute, the court
7 approved the settlement. *Id.*

8 **IV. DISCUSSION**

9 The parties reached the terms of their proposed settlement agreement following the exchange
10 of extensive information and employment records. The parties submit the proposed settlement of
11 PAGA penalties is fair, adequate, and reasonable.

12 **A. THE NATURE AND SCOPE OF THE ALLEGED VIOLATIONS**

13 The Complaint alleges Labor Code violations which triggered penalties under the PAGA
14 statute (Labor Code §2698 et seq.), (See ROA #1). Plaintiff specifically alleged employees were denied
15 compliant Meal and Rest Periods, minimum wages, overtime, accurate wage statements,
16 reimbursements, and suffered waiting time violations. (See ROA #1, Exhibit 1: “Plaintiff’s LWDA
17 Notice” attached thereto).

18 Specifically, Plaintiff alleges that she - and other employees - received “short,” “late,” or
19 “missing” Meal Periods, including those documented within Defendant’s Time Records. (Decl.
20 Yaeckel, ¶22). Plaintiff also challenged whether Defendant maintained lawful meal and rest periods.
21 Plaintiff alleged she- and other employees -were not properly compensated due to Defendant’s failure
22 to maintain accurate time records. (*Id.*) Finally, Plaintiff also challenged whether Defendant
23 maintained lawful meal and rest period policies. (*Id.*)

24 **B. ANALYSIS OF POTENTIAL LIABILITY, ON A REPRESENTATIVE BASIS**

25 The catalyst of this litigation concerned allegations that the aggrieved employees were denied
26 legally compliant meal and rest periods, and were not paid for all hours worked. Investigations
27 completed by Plaintiff’s counsel revealed that Defendant’s timekeeping policies and employee records
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1 were not in compliance with California law. (Decl. Yaeckel, ¶23). However, these investigations also
2 revealed that the “rate of violation” by Defendant was significantly less than 100%. (*Id.*). On many
3 of those occasions, it appears that Defendant did, in fact, comply with the law. (*Id.*)

4 Based on the above, counsel concluded a realistic maximum liability in a case of this type
5 would be in the range of **\$850,000.00** to **\$1,000,000.00**. (Decl. Yaeckel, ¶24). However, without
6 revealing settlement protected communications, it was highly unlikely Plaintiff could ever recover
7 anything approaching a maximum judgment. (*Id.*)

8 Moreover, Plaintiff’s counsel is aware of the Court’s discretion to mitigate penalties pursuant
9 to California Labor Code section 2699(e)(2). (Decl. Yaeckel, ¶25). To confirm, Plaintiff’s counsel
10 experienced the mitigation of “PAGA” penalties in *Carrington v. Starbucks Corp.* (2018) 30
11 Cal.App.5th 504. (*Id.*) In *Carrington*, the Court significantly mitigated PAGA penalties (\$5 per
12 violation), due to the efforts made by the employer to comply with the law. (*Id.*)

13 Plaintiff’s counsel agrees that penalties *should* be mitigated where violations are minimal (or
14 rare), or where the employer makes significant efforts to comply with the Labor Code. (Decl. Yaeckel,
15 ¶26).

16 As the above factors exist in this case, it is the opinion of Plaintiff’s counsel that the settlement
17 is fair, adequate, and reasonable. Specifically, Plaintiff’s counsel’s understanding is that Defendant
18 has agreed to review its policies and practices, and amend them to the extent they do not comply with
19 California law. (Decl. Yaeckel, ¶27).

20 Plaintiff’s counsel, Eric K. Yaeckel, has over 14 years of experience prosecuting class and
21 representative action claims under the California Labor Code. (Decl. Yaeckel, ¶8-12). (*Id.*) Plaintiff’s
22 counsel are the attorneys of record in a matter that was recently heard (and favorably decided) before
23 the California Supreme Court titled *Donohue v. AMN Servs., LLC* (2021) 11 Cal.5th 58. (*Id.*) The
24 *Donohue* matter was a certified class and PAGA action. (*Id.*)

25 Plaintiff’s counsel were lead counsel on approximately 40 employment “wage and hour” claims
26 with class action, or representative action allegations. (*Id.*) Based on said experience, it is the opinion
27 of Plaintiff’s counsel that this settlement represents a fair and adequate payment. (Decl. Yaeckel, ¶13)
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1 **C. THE ALLOCATION OF PENALTIES, AND *LIMITED RELEASE* OF CLAIMS**

2 While Labor Code section 2699(*l*) requires a court to “review and approve any penalties sought
3 as part of a proposed settlement agreement,” it does not provide any guidance as to what is considered
4 an ‘adequate’ allocation of these penalties. However, Trial Courts have held that *where the* division
5 of penalties was fair and adequate and in accordance with the PAGA statute, the court should approved
6 the settlement. *Flores v. Starwood Hotels & Resorts Worldwide, Inc.*, 253 F. Supp. 3d 1074, 1076–77
7 (C.D. Cal. 2017).

8 After subtracting the contingent costs set forth above, the parties seek to allocate **\$465,290.33**
9 of the total settlement to the Total Value of the PAGA Fund. 75% (**\$348,967.75**) shall be assigned/paid
10 to the LWDA as penalties. The remaining 25% (**\$116,322.58**) will be allocated and distributed among
11 the current or ex-employees within the PAGA Period.

12 The parties contend the settlement agreement amount is fair, adequate, and reasonable. (Decl.
13 Yaeckel, ¶13). Moreover, the PAGA settlement does not bar any employee from pursuing their own
14 individual Labor Code claims. (Decl. Yaeckel ¶7; **Exhibit 1**: “Release by Aggrieved Employees” ¶ 5.2,
15 p. 9). The release only applies to the PAGA claims for penalties, based upon the allegations in
16 Plaintiff’s operative Complaint. (*Id.*)

17 **D. THE REQUEST FOR ATTORNEYS’ FEES, COSTS & PLAINTIFF’S**
18 **ENHANCEMENT**

19 Plaintiff also requests the Court approve the requested attorneys’ fees, costs and plaintiff’s
20 enhancement award for the reasons set forth below.

21 **1. Request for Reasonable Costs of Litigation**

22 Plaintiff’s Counsel are entitled to reimbursement of their discretionary litigation costs. Cal. Lab. Code
23 § 2699(g)(1). Out-of-pocket discretionary expenses are compensable if they would normally be billed to a fee-
24 paying client. *See Beasley v. Wells Fargo Bank*, 235 Cal. App. 3d 1407, 1419 (1991), *overruled in part on other*
25 *grounds in Olson v. Automobile Club of Southern Calif.*, 42 Cal. 4th 1142 (2008). Such discretionary costs may
26 be claimed as part of an attorneys’ fees motion when seeking statutory fees under the Labor Code. *See Amaral*
27 *v. Cintas Corp. No. 2*, 163 Cal. App. 4th 1157, 1218 n.27 (2008) (awarding costs that are necessarily incurred).
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1 As itemized in Plaintiff's Counsel's declarations, Plaintiff's Counsel advanced **\$13,218.67** in out-of-
2 pocket costs to the State for, among other things, filing fees and mediation fees. (Yaeckel Decl. ¶ 21;) Because
3 these reasonable costs were necessarily incurred during the case's pendency, these costs are reasonable and should
4 be awarded. *See also* Cal. Civ. Pro. Code § 1033.5(c)(4) ("[i]tems not mentioned in this section and items
5 assessed upon application may be allowed or denied in the court's discretion.")

6 **2. Request for Reasonable Attorneys' Fees**

7 For the reasons discussed in detail below, an award of attorneys' fees in the amount of
8 approximately one-third of the gross settlement fund is fair and reasonable, and in line with what other
9 California courts, both state and federal, have awarded in settlements of similar litigation.
10

11 The PAGA statute provides that a plaintiff is entitled to recover reasonable attorneys' fees,
12 expenses, and costs. Section 2699(g)(1) of the California Labor Code provides that "[a]ny employee
13 who prevails in any action shall be entitled to an award of reasonable attorney's fees and costs." In a
14 qui tam action, reasonable attorneys' fees and costs are typically awarded under the common fund
15 doctrine where, as here, the litigation creates a common fund of money in a specific amount for the
16 benefit of others. PAGA "is a type of qui tam action." *See Iskanian*, 59 Cal. 4th at 382. "A qui tam
17 action 'is a type of private attorney general lawsuit' [citation], in which 'the qui tam plaintiff stands in
18 the shoes of the state or political subdivision [citation].'" *People ex rei. Stratham v. Acacia Research*
19 *Corp.*, 210 Cal. App. 4th 487, 501 (2012).

20 Where, as here, a common fund is created in a qui tam action by the successful litigation of a
21 plaintiff and her attorneys, the plaintiff's attorneys are entitled to recover their fees from the common
22 fund:

23 Those benefiting from the recovery of the fund, in this case some depositors and eventually the
24 People of the State of California, must bear their share of the cost of litigation. Fees for
25 taxpayers' attorneys will be deducted from the judgment, and each claimant's share reduced
26 proportionately. To the extent the judgment relies upon section 1021.5 for recovery of attorney
27 fees, it must be modified to confine the award of fees to the common fund theory.
28 *Bank of America v. Cory*, 164 Cal. App. 3d 66, 91 (1985) (authorizing common fund fees in a qui tam
taxpayer suit against certain banks).

1 Likewise, through the successful efforts of Plaintiff and her attorneys, a common fund was
2 created in the amount of \$750,000.00 for the benefit of the employees and the State of California.

3 The California Supreme Court recently upheld the use of the common fund theory of recovery
4 for attorneys' fees in *Laffitte v. Robert Half Int'l Inc.*, 1 Cal. 5th 480, 506 (2016). In *Laffitte*, the
5 settlement created a common fund of \$19 million. The Court approved the award of attorneys' fees in
6 the amount of one third of the gross \$19 million settlement (e.g., an award of \$6.33 million) under the
7 common fund theory. *Id.* By awarding counsel a percentage of the total recovery, rather than fees based
8 on hours worked, the common fund method encourages attorneys to efficiently litigate to achieve the
9 best results possible. See *Laffitte*, 1 Cal. 5th at 492-494. Indeed, "the percentage method is generally
10 favored in common fund cases because it allows courts to award fees from the fund in a manner that
11 rewards counsel for success and penalizes it for failure. *Id.* at 493 (quoting *In re Rite Aid Corp.*
12 *Securities Litig.*, 396 F.3d 294, 300 (3d Cir. 2005) (internal quotations omitted).

13 California state and federal courts routinely award attorneys' fees equaling one-third of the
14 common fund. See, e.g. *Laffitte v. Robert Half Internat. Inc.*, 231 Cal. App. 4th 860, 871 (2016) ("33
15 1/3 percent of the common fund is consistent with, and in the range of, awards in other class action
16 lawsuits"); *Chavez*, 162 Cal. App. 4th at 66 n.11 ("Empirical studies show that, regardless whether the
17 percentage method or the lodestar method is used, fee awards in class actions average around one-third
18 of the recovery.")

19 A fee award in the amount of one-third of the common fund is also reasonable because it best
20 reflects the market rate for contingency fees. See *Lealao v. Beneficial Cal. Inc.*, 82 Cal. App. 4th 19,
21 47 (2000) ("attorneys providing the essential enforcement services must be provided incentives
22 roughly comparable to those negotiated in the private bargaining that takes place in the legal
23 marketplace. . . ."). Fees representing one-third of the recovery reflect the rate negotiated in "typical
24 contingency fee agreements [which] provide that class counsel will recover 33% if the case is resolved
25 before trial and 40% if the case is tried." *Fernandez v. Victoria Secret Stores, LLC*, No. CV 06-04149
26 MMM SHX, 2008 WL 8150856, at *16 (C.D. Cal. July 21, 2008) (citing an academic study collecting
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1 contingency fee agreements and finding that a fee award constituting 34% of the fund is reasonable
2 on that basis). Because the negotiated fee structure mimics the marketplace, it is reasonable and should
3 be approved.

4 For all of these reasons, a common fund fee award in the amount of 1/3 of the total settlement
5 (**\$250,000.00**) is fair and reasonable.

6 **3. A Lodestar Cross Check Further Confirms the Reasonableness of the Fee**

7 California courts and the Ninth Circuit hold that the trial court in determining whether to apply
8 a multiplier should look at the case and its results as a whole. Historically, California courts have
9 approved **multipliers of 1.5 to 4**. See *Coalition for Los Angeles County Planning v. Board of*
10 *Supervisors*, (1977) 76 Cal. App. 3d 241, 251 (multiplier of 2+); *Kern River Public Access Committee*
11 *v. City of Bakersfield*, (1985) 170 Cal. App. 3d 1205, 1228 (multiplier of 1.5); *Downey Cares v.*
12 *Downey Community Development Commission*, (1987) 196 Cal. App. 3d 983, 994 (multiplier of 1.5);
13 *Sternwest Com. v. Ash*, (1986) 183 Cal. App. 3d 74, 75.

14 Should the Court deem if necessary, a lodestar cross-check of the requested attorneys fees.
15 Given the actual fees incurred, in the amount of **\$241,556.00**, only an extremely modest lodestar
16 multiplier of 1.03 is necessary. (See Yaeckel decl. ¶ 14(d)).

17 **4. Request for PAGA Representative Enhancement**

18 Plaintiff requests an enhancement payment of \$7,500 for her service as the PAGA
19 representative and for recognition that she was also required to release all of her underlying Labor
20 Code claims via a full section 1542 release. There is no such restriction on the other alleged aggrieved
21 employees.

22 An enhancement is justified in light of the reputational risk that Plaintiff assumed by litigating
23 claims against a former employer. See *Billinghausen v. Tractor Supply Co.*, 306 F.R.D. 245, 267-68
24 (N.D. Cal. 2015) (finding “personal detriment” upon testimony that future employers can easily learn
25 that a prospective employee served as a plaintiff through the internet).

26 Second, the separate settlement payment is reasonable because Plaintiff “remained fully involved and
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1 expended considerable time and energy during the course of the litigation.” *See In re Toys ‘R’ Us-Del FACTA*
2 *Litig.*, 295 F.R.D. at 471 (citation omitted). Plaintiff devoted her time and effort toward assisting her attorneys
3 with the prosecution of the claims, and assisted counsel with finalizing the settlement. (Yaeckel decl. ¶ 31).

4 The separate payment is also appropriate because Plaintiff otherwise “will not gain any benefit beyond
5 that [he] would receive as an ordinary [Aggrieved Employee].” *In re Toys “R” Us FACTA Litig.*, 295 F.R.D. at
6 472; *Van Vranken*, 901 F. Supp. at 299 (holding that a substantial award is appropriate where a [representative’s]
7 claim made up “only a fraction of the common fund.”).

8 Lastly, because PAGA is a “type of qui tam action,” it is appropriate for the Plaintiff to receive
9 a modest additional payment from the settlement as a “bounty” for her special effort in vindicating the
10 State’s interests by enforcing its labor laws. *See Iskanian*, 59 Cal. 4th at 382 (“A PAGA representative
11 action is therefore a type of qui tam action.”); *see also People ex rel. Strathmann v. Acacia Research*
12 *Corp.*, 210 Cal. App. 4th 487, 500 (2012) (“The person who brings the qui tam action, called the
13 ‘relator,’ stands in the shoes of the People of the State of California, who are deemed to be the real
14 party in interest . . . The relator in a qui tam action under section 1871.7 does not personally recover
15 damages but, if successful, receives [a portion] of the recovery as a bounty.”) (internal citations
16 omitted).

17 Here, by "sticking out her neck out" as a PAGA Representative in a publicly filed lawsuit,
18 Plaintiff took a substantial risk that may adversely impact her ability to work in this field in the future.
19 Any company who does a detailed background check, will be able to determine that Plaintiff asserted
20 legal claims against her former employer. An entire industry exists that allows employers to run
21 extensive background searches on potential employees. Companies who provide these services
22 specifically highlight the fact that their services allows employers to weed out litigious employment
23 candidates. (Yaeckel decl. ¶¶ 32-34).

24 Plaintiff also risked personally owing a large cost award, into the tens of thousands of dollars,
25 had her claims been unsuccessful. (Yaeckel decl. ¶ 35).

1 The enhancement also recognizes that although this was alleged as a PAGA only claim,
2 Plaintiff agreed to release all claims (e.g., a full 1542 release) as a part of the proposed settlement.
3 (Exhibit 1: “Released Claims” § 5.1.1). In addition to the PAGA claims, Plaintiff possessed individual
4 Labor Code violations that were required to be released as a result of this settlement. All other
5 employees are subjected to a limited release of PAGA claims only.

6 The Enhancement Award Payment will be issued, using an IRS 1099 Form. (Ex. 1 at 3.2.3).

7 **E. THE LWDA WAS NOTIFIED AND DOES NOT OBJECT**

8 Plaintiff has uploaded this entire motion to the LWDA, concurrent with the filing. (See the
9 concurrently submitted Proof of Service on the LWDA.) To date, Plaintiff has not received a response
10 from the LWDA regarding the proposed settlement. If the LWDA contacts Plaintiff’s counsel at any
11 time prior to the hearing, Plaintiff’s counsel will provide an updated declaration to the Court. (Decl.
12 Yaeckel ¶24).

13 **IV. CONCLUSION**

14 The parties respectfully request that the Court approve their settlement and proposed allocation
15 of PAGA penalties to the LWDA and the represented employees.

16 Dated: October 4, 2024

SULLIVAN & YAECKEL LAW GROUP, APC

17 *Eric Yaeckel*

18 Eric K. Yaeckel

19 Ryan T. Kuhn

20 Karoline D. Kitlowski

21 Attorneys for Plaintiff CAMILLE LAMPKINS