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SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF ORANGE

JULIANNE CRUZ on behalf of herself, all others similarly situated, and on behalf of the general public, Plaintiffs, v. PMAB-8, LLC dba PAUL MARTIN'S AMERICAN GRILL; and DOES 1-100, Defendants.	Case No. 30-2023-01318976-CU-OE-CXC [*Assigned for All Purposes to the Honorable Melissa R. McCormick; Dept. CX104*] **PLAINTIFF JULIANNE CRUZ'S MOTION FOR APPROVAL OF PAGA SETTLEMENT** Date: July 16, 2026 Time: 2:30 p.m. Reservation No.: 74848238 Complaint Filed: April 13, 2023 FAC Filed: September 28, 2023 Trial Date: None Set

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I. INTRODUCTION

Plaintiff Julianne Cruz ("Plaintiff") respectfully requests that the Court approve the Joint Stipulation and Settlement Agreement ("Settlement Agreement")[1] entered into between Plaintiff and Defendant PMAB-8, LLC dba Paul Martin's American Grill ("PMAB-8" or "Defendant") (collectively the "Parties") which resolves the claims raised against Defendant in exchange for a non-reversionary $700,000 Gross Settlement Amount ("GSA"). This proposed settlement will settle the claims alleged in Plaintiff's complaint under the Private Attorney Generals Act of 2004 ("PAGA") on behalf of the California Labor and Workforce Development Agency ("LWDA") and the approximately 1,109 Aggrieved Employees. Aggrieved Employees are defined to include all current and former non-exempt, hourly employees who worked for Defendant in California at any time from February 3, 2022, through March 2, 2026. The relief provided for under the Settlement Agreement is solely for the payment of penalties under the PAGA.

Pursuant to California Labor Code § 2699, subsection (l)(2), a court shall review and approve any settlement of any civil action filed pursuant to the PAGA. *See* Cal. Lab. Code § 2699(l)(2). In deciding whether to grant approval of the proposed settlement, the primary issue to be decided is whether the settlement is fair, adequate, and reasonable. As set forth herein, the proposed settlement embodies all of the features of a settlement that is fair, reasonable, and adequate.

II. BACKGROUND

Defendant is a is a restaurant employing hourly non-exempt workers in six locations throughout California. Plaintiff is a former employee of Defendant.

a. Procedural History

On February 3, 2023, Plaintiff provided notice to the Labor and Workforce Development Agency ("LWDA") in accordance with the PAGA. (Mara Dec. ¶ 11; *see also* Exhibit 6 attached thereto). Thereafter, on April 13, 2023, Plaintiff filed this action. (Mara Dec. ¶¶ 12-14).

b. Discovery and Investigation

After filing, the Parties conducted discovery which led to Defendant producing documents.

[1] The Settlement Agreement is attached to the Declaration of David Mara, Esq. ("Mara Dec.") as Exhibit 1. Exhibit 1 herein refers to the Settlement Agreement.

These documents included Plaintiff's personnel file as well as policy documents that covered Plaintiff's and the aggrieved employees' employment with Defendant. Defendant also produced Excel files that contained a sampling of time and wage records for aggrieved employees. In addition, Plaintiff provided her counsel with documents she received during her employment, including wage statements. (Mara Dec. ¶ 15).

c. Mediation

The Parties attended mediation with wage and hour mediator Hunter Hughes on October 6, 2025. The mediation concluded with a mediator's proposal that was ultimately accepted by the Parties. Thereafter, the Parties negotiated the Settlement Agreement they now ask the Court to approve. (Mara Dec. ¶ 16; *see also* Exhibit 1 attached thereto).

III. THE PARTIES' CONFLICTING POSITIONS

a. Meal Periods

Plaintiff contends that Defendant does not provide employees with meal periods that conform with California law. Plaintiff contends that Defendant does not provide meal periods to employees in shifts of between five and six hours and that Defendant's meal period waivers are unlawful. (Mara Dec. ¶¶ 17(a)-(b)). Defendant asserts that its meal period policy is lawful and that it provides employees with meal periods in compliance with California law. Defendant asserts that it trains its managers to provide employees with meal periods within the timeframes outlined by California law. Defendant contends that its meal period waiver is lawful and that employees are not forced to sign meal period waivers and no coercive circumstances exist regarding employees signing meal period waivers. To support this, Defendant points to the fact that some employees do not sign meal period waivers. Defendant contends that employees lawfully waived meal periods in shifts between five and six hours. As such, Defendant asserts that employees were either provided a lawful first meal period or validly waived such meal period. (Mara Dec. ¶ 17(c)).

b. Rest Periods

Plaintiff contends that Defendant does not provide employees with rest periods that conform with California law. Plaintiff asserts that Defendant does not provide employees with net ten-minute meal periods at a suitable rest area. Plaintiff contends that the rest period time provided to employees includes the time it takes them to get to and from a suitable rest area. (Mara Dec. ¶ 18(a)). Defendant argues that it permits and authorizes lawful rest periods. Defendant contends that its rest period policies are lawful and that employees are provided with a full ten-minute rest period at a suitable rest area. Defendant further contends that it informs employees that they get at least ten full, duty-free minutes of rest at a suitable rest area. Defendant asserts that managers are expected to authorize and permit lawful rest periods that are a minimum of ten minutes in length, and employees who believe they are being prevented or impeded from taking lawful rest periods are required to report this to their manager or HR immediately. In addition, Defendant contends that its rest area is only steps from where employees work. As such, it only takes seconds for employees to reach the breakroom. (Mara Dec. ¶ 18(b)).

c. Unpaid Wages

Plaintiff argues that Defendant does not pay employees for all hours worked. Plaintiff asserts that employees are required to finish their duties after clocking out so they would not go into their sixth hour of work. Plaintiff contends that to accomplish this, when employees are nearing their sixth hour of work, employees are forced to clock out and then complete their duties, such as prep duties. (Mara Dec. ¶ 19(a)). Defendant asserts that it pays employees for all hours worked. Defendant contends that it informs employees they are not allowed to work off the clock. Defendant asserts that managers do not require – in fact, managers prohibit – employees from clocking out and continuing to work. Defendant contends that employees are informed that if anyone asks them to work off the clock, they are to report this to HR. (Mara Dec. ¶ 19(b)).

d. Wage Statements and Waiting Time Penalties

Plaintiff also pursued claims for failure to provide accurate itemized wage statements and waiting time penalty claims. These claims are derivative of Plaintiff's meal period, rest period, and unpaid wages claims. Should Plaintiff's meal period, rest period, and unpaid wages claims fail, these claims would also fail. (Mara Dec. ¶ 20(a)). In addition, Defendant contends that even if Plaintiff were successful in her meal period, rest period, and unpaid wage claims, she would have to prove Defendant "willfully" failed to pay employees the appropriate wages due upon separation of employment. (Mara Dec. ¶ 20(b)). Defendant contends that any failure to pay meal period premiums, rest period premiums, or additional wages was not willful. Defendant argues that it would not be liable for waiting time penalties because a "good faith dispute" exists over the payment of those premium wages. *See* Cal. Code Regs. Tit. 8 § 13520; *Amaral v. Cintas Corp. No. 2* (2008) 163 Cal.App.4th 1157, 1201. (Mara Dec. ¶ 20(c)).

Further, Defendant contends that Plaintiff would also have to prove that Defendant "knowingly and intentionally" failed to comply with the wage statement requirements under Labor Code § 226. *See Naranjo v. Spectrum Security Services, Inc.* (2024) 15 Cal.5th 1056. Defendant maintains that it reasonably, and in good faith believes that it was providing a complete and accurate wage statement in compliance with California law. (Mara Dec. ¶ 20(d)).

Defendant also argues that Plaintiff's claims cannot form the basis of her wage statement claim. Defendant relies on the case *Maldonado v. Epsilon Plastics, Inc.* (2018) 22 Cal.App.5th 1308, for the position that employees do not suffer injury under Labor Code § 226(a) so long as the wage statements correctly reflected the hours worked and the pay received even if the pay is later determined to be inaccurate. (Mara Dec. ¶ 20(e)).

e. Manageability

Defendant also argues that should litigation continue, it will bring a motion challenging the manageability of trial as Defendant does not believe that this case can be tried manageably and will require the testimony of every individual aggrieved employee. Furthermore, while Defendant do not concede that any of its wage and hour policies are unlawful, Defendant claims that any challenges Plaintiff has posed to its policies are easily refuted by how they are implemented in practice; as a result, no aggrieved employee has suffered any damages. (Mara Dec. ¶ 21(a)).

IV. THE PROPOSED SETTLEMENT

The Parties have agreed (subject to and contingent upon the Court's approval) that this action be settled and compromised for the non-reversionary total sum of $700,000, which includes: (a) attorneys' fees of $233,333 (one-third of the GSA); (b) litigation costs in the amount of $13,164.35; (c) a PAGA Representative Payment to the named class representative in the sum of $10,000; and (c) administration fees and expenses to Simpluris in the amount of $7,661.

After all Court-approved deductions from the GSA, it is estimated that the Net Settlement

Amount ("NSA") will be $435,841.65. Of the NSA, $326,881.24 (75% of the NSA) will go to the LWDA and $108,960.41 (25% of the NSA) will be distributed to Aggrieved Employees. Aggrieved Employees are estimated to receive average and high payments of approximately $98.25 and approximately $340.26. The pay period value is estimated to be approximately $3.21.

a. Calculation of the Settlement Payments to the Aggrieved Employees

The Settlement Administrator will calculate and issue Individual Settlement Shares to Aggrieved Employees based on the amount of pay periods that he or she worked for Defendant during the PAGA Period. (Section III, Paragraph B(1), Page 6). Each payment be apportioned as 100% penalties. (Exhibit 1 at Section III, Paragraph B(2), Page 6).

b. Funding and Disbursement

The GSA will be wired by Defendant to the Settlement Administrator within 30 days of the Effective Date.[2] (Exhibit 1 at Section I, Paragraph K, Page 2; *see also* Section III, Paragraph E(2)(b), Page 9). The Settlement Administrator will disburse the GSA within 15 days after funding. (Exhibit 1 at Section III, Paragraph E(2)(d), Pages 9-10). A notice, substantially similar to the form attached to the Settlement Agreement as Exhibit A, subject to Court approval, shall accompany each check in both English and Spanish. (Exhibit 1 at Section I, Paragraph S, Page 3).

c. Returned Notices and Checks

If a notice and check are returned because of an incorrect address, within five (5) days from receipt of the returned notice, the Settlement Administrator will conduct a search for a more current address and re-mail the notice and check. (Exhibit 1 at Section III, Paragraph E(2)(e), Page 10).

d. Uncashed Checks

Employees must cash or deposit their checks within 180 calendar days after the checks are mailed to them. All funds from checks returned as undeliverable and funds associated with checks remaining un-cashed, shall be transmitted to the California Controller's Unclaimed Property Fund in the name of the employee. (Exhibit 1 at Section III, Paragraph E(6), Page 11).

e. Release of Claims

[2] The Effective Date is the date the Court grants approval of the settlement. (Exhibit 1 at Section I, Paragraph J, Page 2).

Each PAGA Aggrieved Employee shall fully release and discharge Defendant and the Released Parties from any and all any and all claims, obligations, demands, rights, causes of action, and liabilities for civil penalties under the PAGA that have been asserted in, or reasonably could have been asserted based on, the facts, claims, and/or allegations contained and/or plead in: (a) Plaintiff's PAGA Letter to the LWDA; (b) the Action; and (c) any amendments to the foregoing. (Exhibit 1 at Section I, Paragraph Y, Page 3). The release is for the PAGA Period. (*Id.*)

f. Number of Pay Periods

This settlement is estimated to encompass approximately 33,889 pay periods. (Exhibit 1 at Section III, Paragraph A(1), Page 6).

II. THE COURT SHOULD APPROVE THE SETTLEMENT

The PAGA allows for the private enforcement of certain California Labor Code sections relating to wage and hour violations. The settlement of a PAGA action requires court approval. *See* Cal. Lab. Code § 2699(l)(2). In evaluating the adequacy of the settlement amount, a court is not concerned with the amount the aggrieved employees are to receive, but rather, a court must focus on the total settlement amount in achieving PAGA's objective. Indeed, "[t]he remedy sought in a PAGA suit consists of civil penalties, not individual or class damages." *Mendez v. Tween Brands, Inc.* (E.D. Cal. July 1, 2010) 2010 WL 2650571 *4. "Unlike class actions, these civil penalties are not meant to compensate unnamed employees because the action is fundamentally a law enforcement action." *Ochoa-Hernandez v. Cjaders Foods, Inc.* (N.D. Cal. April 2, 2010) 2010 WL 1340777 *4.

In analyzing PAGA settlements, it is important that "the relief provided for under the PAGA be genuine and meaningful, consistent with the underlying purpose of the statute to benefit the public[.]" *O'Connor v. Uber Techs., Inc.* (N.D. Cal. Aug. 18, 2016) 201 F.Supp.3d 1110, 1133. The court in *O'Connor* suggests that courts can look at the factors outlined in *Hanlon v. Chrysler Corp.* (9th Cir. 1998) 150 F.3d 1011, in evaluating a PAGA settlement. *See O'Connor*, 201 F.Supp.3d at 1134. Under *Hanlon*, a court must conclude that a settlement is "fundamentally fair, adequate, and reasonable" before it approves of the settlement. *Hanlon*, 150 F.3d at 1026. The analysis in *Hanlon* is typically used in federal district courts to evaluate proposed class action settlements. In California state courts, settlements are more typically evaluated under the standards set forth in the cases *Dunk v. Ford Motor Co.* ("*Dunk*") (1996) 48 Cal.App.4th 1794, and *Kullar v. Foot Locker Retail, Inc.* ("*Kullar*") (2008) 168 Cal.App.4th 116. Similar to *Hanlon*, *Dunk* found that in deciding whether to approve a proposed class action settlement under California Code of Civil Procedure § 382, the Court must find that a proposed settlement is "fair, adequate and reasonable." *Dunk*, 48 Cal.App.4th at 1801.

A proposed settlement is presumed fair under the following circumstances: (1) the Parties reached settlement after arms-length negotiations; (2) investigation and discovery were sufficient to allow counsel and the court to act intelligently; (3) counsel is experienced in similar litigation; and (4) the percentage of objectors is small. *Dunk*, 48 Cal.App.4th at 1802. Here, as will be shown herein, all of these elements bearing on the fairness of the proposed settlement—with the exception of the percentage of objectors, which is not applicable in a PAGA action[3]—are present.

a. The Settlement is Fair, Reasonable, and Adequate

i. The Settlement was Reached as a Result of Arm's Length Negotiations

The settlement was reached as a result of arm's-length negotiations. Though cordial and professional, the settlement negotiations have been, at all times, adversarial and non-collusive in nature. At the mediation, counsel for the Parties conducted extensive arm's length settlement negotiations until the settlement was reached.

ii. The Settlement is the Result of Thorough Investigation and Discovery

The Parties thoroughly investigated and evaluated the factual strengths and weaknesses before reaching the proposed settlement, and engaged in sufficient investigation, research and discovery to support the settlement. The discovery, the production and analysis of documents and data, and settlement negotiations through the mediation were the substantial bases upon which the Parties' "clear view of the strengths and weaknesses of their cases" was made possible. *Boyd v. Bechtel Corp.* (N.D. Cal. 1979) 485 F. Supp. 610, 617.

[3] The PAGA provides no notice or claim procedures. Therefore, objections, other than the potential objection of the LWDA, are not contemplated in PAGA actions. *See Baumann v. Chase Inv. Servs. Corp.* (2014) 747 F.3d 1117, 1122 ("Unlike *Rule 23(c)(2)*, PAGA has no notice requirements for unnamed aggrieved employees, nor may such employees opt out of a PAGA action.").

iii. Counsel for Both Parties are Experienced in Similar Litigation

Both Plaintiff's Counsel and Defendant's Counsel are particularly experienced in wage and hour employment law and class actions. Plaintiff's Counsel has significant experience in litigating unpaid wages, unprovided meal and rest periods, and overtime claims. (Mara Dec. ¶¶ 2-10). Defendant's Counsel practices labor and employment law and have represented numerous employers in similar types of claims. Accordingly, both Parties' Counsel are experienced in wage and hour employment law and class actions.

iv. The Proposed Settlement is a Reasonable Compromise of Claims

An understanding of the amount in controversy is an important factor into whether the settlement of the Aggrieved Employees' "claims is reasonable in light of the strengths and weaknesses of the claims and the risks of the particular litigation." *Kullar*, 168 Cal.App.4th 116, 129; *see also Munoz v. BCI Coca-Cola Bottling Co. of Los Angeles* (2010) 186 Cal.App.4th 399, 409. The most important factor in this regard is "the strength of the case for plaintiffs on the merits, balanced against the amount offered in settlement." *Id.*

In weighing the strength of the plaintiff's case, *Kullar* instructs that the court is not to "decide the merits of the case or to substitute its evaluation of the most appropriate settlement for that of the attorneys." *Kullar*, 168 Cal.App.4th at 133. Finally, *Kullar* does not require an explicit statement of the maximum amount the Aggrieved Employees could recover if it prevailed on all its claims, provided there is a record which allows "an understanding of the amount that is in controversy and the realistic range of outcomes of the litigation." *Munoz*, 186 Cal.App.4th at 409. Put differently, "as the court does when it approves a settlement as in good faith under *Code of Civil Procedure* section 877.6, the court must at least satisfy itself that the [PAGA] settlement is within the 'ballpark' of reasonableness." *Kullar*, 168 Cal.App.4th at 133, citing *Tech-Bilt v. Woodward-Clyde & Associates* (1985) 38 Cal.3d 488, 499-500.

1. The Settlement is Fair and Reasonable Based on the Strengths of Plaintiff's Case and the Risks and Costs of Further Litigation

There are approximately 1,109 Aggrieved Employees who worked approximately 33,889 pay periods. Plaintiff claims that there are five potential violations under § 2699(f)(2) – failure to provide lawful meal breaks, failure to provide lawful rest breaks, failure to pay all wages owed, failure to provide accurate itemized wage statements, and failure to pay wages owed at the time of termination – of the Labor Code sections which give rise to PAGA penalties. (Mara Dec. ¶ 22(a)). Defendant's maximum exposure is approximately $11,328,200. (Mara Dec. ¶ 22(c)). Defendant contends that Plaintiff would not be allowed to "stack" PAGA penalties. If the Court were to agree with this, Defendant's exposure would be approximately $3,388,900. (Mara Dec. ¶ 22(d)).

In exploring the settlement of any PAGA action, the critical fact that the Court is permitted discretion to award a "lesser amount than the maximum penalty amount" must be heavily taken into consideration. *Lab. Code.* § (e)(2). Unlike the underlying violations upon which the plaintiffs seek to impose PAGA civil penalties, there is no set amount the Court must levy on an employer Defendant it finds to have violated the underlying claims. Under "the facts and circumstances of the particular case," the Court is permitted wide discretion to slash civil penalty amounts. This discretion and how a particular court will exercise it is always an unknown variable in predicting the dollar outcome of any PAGA action when evaluating settlement. Under its wide discretion to award lesser amounts, a Court could side with Plaintiff on her claims and find that the underlying Labor Code rights were violated but decide to substantially moderate the imposition of PAGA penalties for those violations. (Mara Dec. ¶ 23).

Thus, the projected value of PAGA claims is a variable value of two predictive indexes: (1) the likelihood that Plaintiff will succeed in proving the underlying claims were violated, and (2) the extent to which the Court will impose Civil Penalties permitted under PAGA. (Mara Dec. ¶ 25). Based on this blind spot of how the Court would exercise its discretion in addition to the likelihood the Court would side with Plaintiff on the underlying Labor Code violations, Plaintiff necessarily had to discount the settlement value off of the full PAGA penalty amounts. As discussed earlier, Defendant argues it complied with California law. Thus, even if Defendant were proven wrong on these fronts and ultimately found to have violated the underlying Labor Code claims, the Court could find a good faith reliance on California case law justifiably instructed Defendant's actions and thereby impose a reduction of PAGA penalties. (Mara Dec. ¶ 26).

Good faith settlement negotiations, after discovery and investigation, necessarily had to focus on amounts less than the maximum potential exposure. The proposed PAGA settlement here of $700,000, which takes into account the realistic exposure, the very real impediments of succeeding on the merits, the risk of further litigation, and, even if Plaintiff succeeded on the merits, persuading against a robust discount, reflects an appropriate, balanced, and reasonable settlement value of the PAGA claims. The settlement amount fits within the "remedial purpose" of PAGA of enforcing compliance with important employee protections in the Labor Code and Wage Order. (Mara Dec. ¶ 27).

b. The Court Should Approve the Requested Attorneys' Fees and Costs

The PAGA provides that any employee who prevails is entitled to an award of reasonable attorneys' fees and costs. Cal. Lab. Code § 2699(g)(1). The PAGA statute provides for approval of the settlement but does not specifically provide that the amount or reasonableness of attorneys' fees and costs is subject to court approval. Cal. Lab. Code §§ 2699(g)(1) and (l)(2). A reasonable interpretation of the PAGA is that the amount of attorneys' fees need only be addressed by a court when the LWDA objects because there is no need to provide absent employees' due process rights in a PAGA settlement since the aggrieved employees do not have their own substantive rights. *See Sakkab v. Luxottica Retail North America, Inc.* (9th Cir. 2015) 803 F.3d 425, 436. And, the LWDA, as the real party in interest and the primary beneficiary of the settlement, has an opportunity to review the settlement before it is approved. Cal. Lab. Code § 2699(l)(2). Unlike a class action, where the purpose of court approval is to protect absent class members, in a PAGA settlement the real party in interest, the LWDA, has the opportunity to review and consider the reasonableness of the fees and object before the court hears the approval motion. If a court considers the reasonableness of the attorneys' fees requested, it should be guided by the common fund doctrine typically applied in class action cases.

The requested fee is appropriate here in light of the work performed by Class Counsel. For example, Defendant sought to compel Plaintiff's claims to arbitration. It was Plaintiff's Counsel's analysis and arguments regarding the arbitration agreement when meeting and conferring with Defendant that allowed the PAGA claims to proceed forward in this case without being stayed pending an arbitration of Plaintiff's individual PAGA claims. This allowed the Parties to attend a private mediation and provided employees with settlement funds now rather than at a later date.

i. The Requested Attorneys' Fee and Cost Award is Within the Range of Fees Approved in Comparable Common Fund Cases

California state and federal courts have recognized that an appropriate method for determining an award of attorneys' fees is based on a percentage of the total value of benefits to class members by a settlement, also known as the "common fund" method. The purpose of the common fund/percentage approach is to "spread litigation costs proportionally among all the beneficiaries so that the active beneficiary does not bear the entire burden alone." *Vincent,* 557 F.2d at 769. *In Quinn v. State of California* (1995) 15 Cal.3d 162, 167, the Court stated: "[O]ne who expends attorneys' fees in winning a suit which creates a fund from which others derive benefits may require those passive beneficiaries to bear a fair share of the litigation costs."

Here, PAGA Counsel applies for an award of attorneys' fees in the sum of $233,333 (which is one-third of the GSA). The requested fee falls in the mid-range of percentage class fee awards, which commonly range from 20% to 50% of a common fund, and constitutes fair compensation for undertaking complex, risky, expensive, and time-consuming litigation on a contingent basis and compensates PAGA Counsel for their efforts, as well as the result achieved for the benefit of the State of California and the Aggrieved Employees. (Mara Dec. ¶ 28).

ii. A Lodestar Cross-Check with a Modest Multiplier Confirms the Reasonableness of the Requested Fee

PAGA Counsel's fee request is reasonable when calculated using the lodestar method. Under the lodestar method, a base fee amount is calculated from a compilation of time reasonably spent on the case and the reasonable hourly compensation of the attorney. *Serrano v. Priest* (1977) 20 Cal. 3d 25, 48. The court then enhances this lodestar figure by a "multiplier" to account for a range of factors, such as the novelty and difficulty of the case, its contingent nature, and the degree of success achieved. *Id*. at 49. (Mara Dec. ¶ 29).

Courts "routinely enhance[] the lodestar to reflect the risk of non-payment in common fund cases." *Vizcaino v. Microsoft Corp.* (9th Cir. 2002) 290 F.3d 1043, 1051; *Graham v. DaimlerChrysler Corp.* (2004) 34 Cal.4th 553, 579 ("One of the most common fee enhancers […] is for contingency risk."). Such an enhancement "mirrors the established practice in the private legal market of rewarding attorneys' fees for taking the risk of nonpayment by paying them a premium over their normal hourly rates for winning contingency cases." *Vizcaino,* 220 F.3d at 1051. A risk multiplier also serves to bring the financial incentives for enforcing important rights "into line with incentives [attorneys] have to undertake claims for which they are paid on a fee-for-service basis." *Ketchum*, 24 Cal.4th at 1132. In determining whether or not to enhance or reduce the lodestar, California courts take into account multiple factors, including: the time and labor required; the skill requisite to perform the legal services properly; the preclusion of other employment by the attorney due to the acceptance of the case; the contingent nature of the fee; the amount involved and results obtained; the experience, reputation, and ability of the attorney; and awards in similar cases. *Cates v. Chiang* (2013) 213 Cal. App. 4th 791, 822.

PAGA Counsel has worked 212.8 hours to date on this case and have calculated the lodestar fee on those hours at $159,635 at rates reflecting those currently earned in the marketplace. (Mara Dec. ¶ 30, Exhibit 5). All of the work and tasks performed by PAGA Counsel were reasonable and necessary to the prosecution of this case and are reflected in the result achieved. (Mara Dec. ¶ 31).

This was a highly contested matter which required a significant amount of time and labor. As part of the investigation and analysis, Plaintiff had to marshal the evidence in a manner in which it could be manageably adjudicated. So often, lawyers unskilled in wage and hour cases do not pay attention to or put the work into how the evidence must be presented for manageable adjudication. Strong cases perish in the hands of inexperienced counsel because the case has not been worked up to succeed at summary judgment and/or trial. PAGA Counsel here has considerable experience in class and PAGA litigation and, from the beginning of the case, is marshalling the evidence with a sharp focus on how to manageably prove the claims alleged. This case was no different. This filtering of voluminous evidence into manageable proof while keeping an eye on the merits of the litigation required a considerable amount of attorney time and skill. (Mara Decl. ¶ 32).

Most importantly, all services were performed by PAGA Counsel on a contingent basis. (Mara Dec. ¶ 33). Both California and federal courts recognize that attorneys should be compensated for taking on such contingent risks and provided with financial incentives to enforce important rights and protections like those at issue in this case. See, e.g., *Vizcaino*, 290 F.3d at

1051; *Ketchum*, 24 Cal.4th at 1132-33. Here, PAGA Counsel bore the risk that, in spite of all of their efforts and skill employed, there may be no recovery.

PAGA Counsel respectfully requests a fee of $233,333, which, based on the total attorney hours expended and rates, would require a 1.47 multiplier to raise the generated fees of $159,635 to the requested amount. Far greater multipliers have been awarded in similar cases, and the total amount of fees sought by PAGA Counsel is also reasonable compared to fees awarded in like cases. Courts routinely enhance lodestar amounts based on multipliers that "range from 2 to 4 or even higher." *Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 255. Thus, consideration of the lodestar method as a cross-check to the percentage figure sought supports the reasonableness of the requested fee award. PAGA Counsel moves for and respectfully requests that the Court grant attorneys' fees in the amount of $233,333. (Mara Dec. ¶ 34).

iii. PAGA Counsel's Hourly Rates are Reasonable

PAGA Counsel's hourly rates are between $650 and $850 and are in line with rates typically approved in wage and hour class action and PAGA litigation and which rates have been approved by Courts in California in the Los Angeles, Sacramento, San Francisco, Alameda, Orange and San Diego County Superior Courts. (Mara Dec. ¶ 35; *see also* Exhibits 2 to 4). A reasonable hourly rate is the prevailing rate charged by attorneys of similar skill and experience in the relevant community. *PLCM Group, Inc* (2000) 22 Cal. 4th 1084, 1095. When determining a reasonable hourly rate, courts may consider factors such as the attorney's skill and experience, the nature of the work performed, the relevant area of expertise and the attorney's customary billing rates. *Flannery v. California Highway Patrol* (1998) 61 Cal. App. 4th 629, 632. PAGA Counsel's skill and experience support their hourly rates. Their practice is limited exclusively to litigation, focusing on the representation of employees in wage and hour class action and PAGA matters. As prominent attorneys in the field of wage and hour employment litigation, Plaintiff's counsel continually monitors the prevailing market rates charged by both defense and plaintiff law firms and set the billing rates of their attorneys to be consistent with the prevailing market rates for attorneys of comparable skill, qualifications and experience. Other wage and hour attorneys working as class counsel before California courts charge comparable if not higher rates.

iv. PAGA Counsel's Total Hours are Reasonable

In determining a lodestar fee, reasonable hours include, in addition to time spent during litigation, the time spent before the action was filed, including time spent interviewing clients, investigating the facts and the law, and preparing the initial pleadings.[4] Further, the fee award should include fees incurred to establish and defend the attorneys' fee claim. *Serrano v. Priest* (1982) 32 Cal.3d 621, 639 ("*Serrano IV*"). PAGA Counsel has expended a total of 212.8 hours on this case. The work performed by PAGA Counsel in order to achieve a settlement that will provide valuable consideration to the State of California and the Aggrieved Employees is summarized by PAGA Counsel in the declaration submitted herewith. (Mara Dec. ¶¶ 36, 39; *see also* Exhibit 5). All of the tasks and work performed were reasonable and necessary to the prosecution of this case.

v. Costs of Litigation

PAGA Counsel seeks reimbursement of the litigation costs and expenses of $13,164.35. These costs were all reasonable and necessary to the prosecution of this case and the results achieved, and are fair, reasonable, and unopposed by Defendant. (Mara Dec. ¶ 42; Exhibit 5).

c. The Court Should Approve the Requested PAGA Representative Payment

Plaintiff's Counsel seeks approval of a PAGA Representative Payment for the named Plaintiff in the sum of $10,000. Case law supports the award of incentive payments in private attorney general actions. The Ninth Circuit has recognized that a named Plaintiff's "willingness to act as a private attorney general" may justify the award of an incentive payment. *Rodriguez v. West Publishing Corp.*, 563 F.3d 948, 959 (9th Cir. 2009). In *Kinney v Harvest AL Management Sub LLC*, 2013 WL 12415482 (E.D. Cal., Sep. 6, 2013), the United States District Court for the Eastern District of California approved a similar PAGA-only settlement and awarded a service payment to the representative plaintiff in recognition of his efforts.

Under the settlement, Plaintiff is anticipated to receive approximately $77.04 as an Aggrieved Employee. As such, Plaintiff's total anticipated consideration is approximately $77.04, excluding the requested enhancement payment of $10,000. As part of the settlement, Plaintiff is

[4] *See New York Gaslight Club, Inc. v. Carey* (1980) 447 U.S. 54, 62.

providing Defendant with a general release of her claims, a release that is broader than the release being given by any other Aggrieved Employee. Plaintiff has not entered into any agreements with Defendant other than the Settlement Agreement. Plaintiff's proposed PAGA Representative Payment is approximately 1.4% of the GSA. (Mara Dec. ¶ 43(a)).

Without Plaintiff's efforts, there would be no recovery at all. The requested PAGA Representative Payment is reasonable in light of the benefits Plaintiff has conferred upon the LWDA and Aggrieved Employees. There are also other factors supporting the request that Plaintiff receive $10,000. The requested award is appropriate and reasonable based upon Plaintiff's time and effort expended on this case, the risks she faced, and the outcome of this case. Plaintiff has submitted a declaration detailing the efforts and time she expended on behalf of the LWDA and Aggrieved Employees in order to advance this case to its successful conclusion. There is no question that this case would not have reached the same result but for Plaintiff's involvement and input at all stages of the litigation.

Based on the foregoing, the $10,000 PAGA Representative Payment to the named Plaintiff is fair, appropriate, and justified in light of the work performed, risks undertaken for payment of fees and costs if this case had not been successfully concluded, stigma on future employment opportunities, and the benefits to the LWDA and Aggrieved Employees.

d. The Administration Costs are Reasonable

The Parties agreed to hire Simpluris as the Administrator. Simpluris seeks a fee of $6,651 for the services it will provide in conjunction with this settlement. (*See* Bui Dec. ¶ 9). Plaintiff now requests that the Court approve a fee of $6,651 to Simpluris for services to be rendered.

V. CONCLUSION

For the reasons stated herein, the Court should grant Plaintiff's motion in its entirety.

Dated: May 12, 2026

MARA LAW FIRM, PC

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