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as an individual and on behalf of all employees  
similarly situated

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
**COUNTY OF LOS ANGELES**

TERESA CARMEN C. MEJIA, as an  
individual and on behalf of all employees  
similarly situated,

Plaintiff,

v.

KF CASITAS, LLC dba CASITAS CARE  
CENTER, a Limited Liability Company; and  
DOES 1 through 50, inclusive,

Defendants.

Case No.: 23STCV06090

[Assigned for all purposes to Hon. Lawrence P.  
Riff, Dept. 7]

**PLAINTIFF'S NOTICE OF MOTION AND  
MOTION FOR AN ORDER APPROVING  
SETTLEMENT OF CLAIMS BROUGHT  
PURSUANT TO THE PRIVATE  
ATTORNEYS GENERAL ACT OF 2004;  
MEMORANDUM OF POINTS AND  
AUTHORITIES**

Date: May 30, 2024  
Time: 10 a.m.  
Courtroom: Dept. 7  
Judge: Hon. Lawrence P. Riff

Action Filed: March 17, 2023  
Trial Date: Not Set

1 **TO THE COURT, ALL PARTIES, AND THEIR COUNSEL OF RECORD:**

2 PLEASE TAKE NOTICE that on May 30, 2024, at 10 a.m., or as soon thereafter as the matter  
3 may be heard, in Department 7 of the above-captioned Court, located at 312 North Spring Street, Los  
4 Angeles, California 90012, Plaintiff TERESA CARMEN C. MEJIA (“Plaintiff”) will and hereby does  
5 move this Court for an order approving of the PRIVATE ATTORNEYS GENERAL ACT  
6 SETTLEMENT AGREEMENT AND RELEASE (“Agreement” or “Settlement”) reached with  
7 Defendant KF CASITAS, LLC dba CASITAS CARE CENTER (“Defendant”), a true and correct copy  
8 of which is attached as Exhibit 1 to the Declaration of Lilit Tunyan submitted herewith.

9 Specifically, the Plaintiff moves for an order to:

- 10 1. grant approval of the terms of the Agreement pursuant to the Labor Code Private  
11 Attorneys General Act of 2004, Labor Code § 2698, *et seq.*, including the amount of the  
12 settlement; the amount of distributions to the State and Aggrieved Employees; the amounts  
13 allocated to attorneys’ fees and costs; the amount allocated to the settlement administrator; and,  
14 2. direct disbursement of the Gross Settlement Amount pursuant to the terms of the  
15 Agreement.

16 This motion is based on this Notice, the following Memorandum of Points and Authorities, the  
17 Declarations of Lilit Tunyan, Plaintiff and Simpluris, Inc. submitted herewith, all other pleadings and  
18 papers on file in this action, and any oral argument or other matter that may be considered by the Court.

19 Respectfully submitted,

20 Dated: April 2, 2024

**TUNYAN LAW, APC**

21 By:   
22 \_\_\_\_\_

Lilit Tunyan  
Artur Tunyan

23 Attorneys for Plaintiff TERESA CARMEN C. MEJIA  
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# TABLE OF CONTENTS

|                                                                                                                                                       |     |
|-------------------------------------------------------------------------------------------------------------------------------------------------------|-----|
| TABLE OF CONTENTS .....                                                                                                                               | i   |
| TABLE OF AUTHORITIES .....                                                                                                                            | iii |
| I. INTRODUCTION .....                                                                                                                                 | 1   |
| II. SUMMARY OF THE TERMS OF SETTLEMENT .....                                                                                                          | 2   |
| III. STATEMENT OF FACTS.....                                                                                                                          | 3   |
| IV. PROCEDURAL HISTORY .....                                                                                                                          | 4   |
| V. SETTLEMENT NEGOTIATIONS.....                                                                                                                       | 4   |
| DISCUSSION .....                                                                                                                                      | 5   |
| VI. THE QUI TAM NATURE OF PAGA CLAIMS .....                                                                                                           | 5   |
| VII. THE STANDARDS FOR APPROVAL OF A PAGA SETTLEMENT.....                                                                                             | 6   |
| VIII. THE SETTLEMENT MEETS ALL THE CRITERIA FOR APPROVAL .....                                                                                        | 9   |
| A. The Relative Strength of the PAGA Claim, and the Realistic Range of Outcomes in<br>the Litigation, Strongly Favor Approval of the Settlement ..... | 9   |
| B. The Risk, Expense, and Complexity of Further Litigation Balances Strongly in<br>Favor of Approval of the Settlement .....                          | 13  |
| C. The Amount Offered in Settlement Under the Agreement .....                                                                                         | 14  |
| 1. The Total Amount Offered in Settlement is \$150,000.00.....                                                                                        | 14  |
| 2. Payment of At Least \$84,560.80 in Penalties .....                                                                                                 | 15  |
| a) The LWDA shall receive at least \$63,420.60 .....                                                                                                  | 15  |
| b) Aggrieved Employees shall receive at least \$21,140.20.....                                                                                        | 15  |
| D. The Presence of a Government Participant.....                                                                                                      | 16  |
| E. PAGA Counsel Are Experienced and Negotiated Aggressively .....                                                                                     | 16  |
| F. The Substantial Exchange of Data and the Stage of the Proceedings Favor<br>Approval .....                                                          | 16  |
| G. Additional Factors Weigh in Favor of Approving the Terms of the Proposed<br>Settlement, Including the Requested Fees and Costs .....               | 16  |

|   |                                                 |    |
|---|-------------------------------------------------|----|
| 1 | 1. Fees and Costs.....                          | 16 |
| 2 | 2. Administration Fees Are Very Reasonable..... | 18 |
| 3 | IX. CONCLUSION .....                            | 18 |

TABLE OF AUTHORITIES

**CALIFORNIA DECISIONAL AUTHORITY**

|                                                                                                                                                                                                                        |             |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|
| <i>Arias v. Superior Court</i> , 46 Cal. 4th 969 (2009).....                                                                                                                                                           | 3, 5, 9, 11 |
| <i>Chavez v. Netflix, Inc.</i> , 162 Cal. App. 4th 43 (2008) .....                                                                                                                                                     | 17          |
| <i>Clark v. Am. Residential Sews. LLC</i> , 175 Cal. App. 4th 785 (2009).....                                                                                                                                          | 8           |
| <i>In re Microsoft I-V Cases</i> , 135 Cal. App. 4th 703 (2006) .....                                                                                                                                                  | 7           |
| <i>Iskanian v. CLS Transp. Los Angeles, LLC</i> , 59 Cal. 4th 348 (2014) <i>certiorari denied sub nom. CLS Transportation Los Angeles v. Iskanian</i> , — U.S. —, 135 S.Ct. 1155, 190 L.Ed.2d 911 (Jan. 20, 2015)..... | 6           |
| <i>Ketchum v. Moses</i> , 24 Cal. 4th 1122 (2001).....                                                                                                                                                                 | 16          |
| <i>Laffitte v. Robert Half Intern. Inc.</i> , 1 Cal. 5th 480 (2016) .....                                                                                                                                              | 18          |
| <i>Moniz v. Adecco USA, Inc.</i> , 72 Cal. App. 5th 56 (2021).....                                                                                                                                                     | 10, 11      |
| <i>Osumi v. Sutton</i> , 151 Cal. App. 4th 1355 (2007) .....                                                                                                                                                           | 8           |
| <i>Wershba v. Apple Computer, Inc.</i> , 91 Cal. App. 4th 224 (2001) .....                                                                                                                                             | 8           |
| <i>Wesson v. Staples the Office Superstore, LLC</i> , 68 Cal. App. 5th 746 (2021) .....                                                                                                                                | 15          |
| <i>Williams v. Superior Court</i> , 3 Cal. 5th 531 (2017) .....                                                                                                                                                        | 5, 11       |

**FEDERAL DECISIONAL AUTHORITY**

|                                                                                                                      |             |
|----------------------------------------------------------------------------------------------------------------------|-------------|
| <i>Allen v. Bedolla</i> , 787 F.3d 1218 (9th Cir. 2015) .....                                                        | 7           |
| <i>Ambrosino v. Home Depot U.S.A., Inc.</i> , No. 11 CV 1319 L (MDD), 2014 WL 3924609 (S.D. Cal. Aug. 11, 2014)..... | 8           |
| <i>Boeing Co. v. Van Gemert</i> , 444 U.S. 472 (1980).....                                                           | 17          |
| <i>Churchill Vill., L.L.C. v. Gen. Elec.</i> , 361 F.3d 566 (9th Cir. 2004) .....                                    | 7           |
| <i>Cotter v. Lyft, Inc.</i> , 176 5 F. Supp. 3d 930 (N.D. Cal. 2016).....                                            | 9, 11       |
| <i>Dunn v. Teaches Ins. &amp; Annuity Ass’n of Am.</i> , 2016 WL 153266 (N.D. Cal. Jan. 13, 2016).....               | 8           |
| <i>Hanlon v. Chrysler Corp.</i> , 150 F.3d 1011 (9th Cir. 1998) .....                                                | 6, 7, 8, 17 |
| <i>Hesse v. Sprint Corp.</i> , 598 F.3d 581 (9th Cir. 2010) .....                                                    | 9           |

|    |                                                                                                                   |              |
|----|-------------------------------------------------------------------------------------------------------------------|--------------|
| 1  | <i>In re Activision Sec. Litig.</i> , 723 F. Supp. 1373 (N.D. Cal. 1989).....                                     | 17           |
| 2  | <i>In re Corrugated Container Antitrust Litigation</i> , 643 F.2d 195 (5th Cir. 1981) .....                       | 9            |
| 3  | <i>Lane v. Facebook, Inc.</i> , 696 F.3d 811 (9th Cir. 2012).....                                                 | 8            |
| 4  | <i>Linney v. Cellular Alaska P'ship</i> , 151 F.3d 1234 (9th Cir. 1998).....                                      | 14, 16       |
| 5  | <i>Lynn's Food Stores, Inc. v. U.S. By &amp; Through U.S. Dept of Labor</i> , 679 F.2d 1350 (11th Cir. 1982)..... | 8            |
| 6  | <i>Millan v. Cascade Water Sews., Inc.</i> , No. 1:12 - cv -1821-AWI-EPG, 2016 WL 3077710 (E.D. Cal. Jun.         |              |
| 7  | 2, 2016).....                                                                                                     | 8            |
| 8  | <i>O'Connor v. Uber Technologies</i> , No. 13-CV-03826-EMC, 2016 WL 4398271 (N.D. Cal. Aug. 18, 2016)             |              |
| 9  | .....                                                                                                             | 6, 7, 10     |
| 10 | <i>Otey v. CrowdFlower, Inc.</i> , No. 12-CV-05524-JST, 2014 WL 1477630 (N.D. Cal. Apr. 15, 2014).....            | 8            |
| 11 | <i>Selk v. Pioneers Mem'l Healthcare Dist.</i> , 159 F. Supp. 3d 1164 (S.D. Cal. 2016).....                       | 8            |
| 12 | <i>Van Vranken v. Atlantic Richfield Company</i> , 901 F. Supp. 294 (N.D. Cal. 1995).....                         | 17           |
| 13 |                                                                                                                   |              |
| 14 | <b>STATUTES</b>                                                                                                   |              |
| 15 | 28 U.S.C. § 201 et seq.....                                                                                       | 7            |
| 16 | Labor Code § 2699.3(b)(4).....                                                                                    | 1, 7, 15, 16 |
| 17 | Labor Code Private Attorney Generals Act of 2004, Labor Code § 2698, <i>et seq.</i> (“PAGA”).....                 | passim       |
| 18 |                                                                                                                   |              |
| 19 | <b>TREATISES</b>                                                                                                  |              |
| 20 | 7 Witkin, B.E., CALIFORNIA PROCEDURE (2007 Supp.) §§ 255-261 .....                                                | 16, 17       |
| 21 | Newberg & Conte, Newberg on Class Actions, (2d.Ed. 1987) § 11.41, p. 11-91 .....                                  | 7            |
| 22 |                                                                                                                   |              |
| 23 |                                                                                                                   |              |
| 24 |                                                                                                                   |              |
| 25 |                                                                                                                   |              |
| 26 |                                                                                                                   |              |
| 27 |                                                                                                                   |              |
| 28 |                                                                                                                   |              |

1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. INTRODUCTION**

3 In this matter, Plaintiff TERESA CARMEN C. MEJIA (“Plaintiff”) asserted wage and hour  
4 claims against Defendant KF CASITAS, LLC dba CASITAS CARE CENTER (“Defendant”) (Plaintiff  
5 and Defendant collectively referred to herein as the “Parties”).

6 On August 31, 2023, the Court granted Defendant’s motion to compel Plaintiff to arbitrate her  
7 individual claims and to dismiss class claims and denied Defendant’s motion to compel Plaintiff to  
8 arbitrate her individual claims arising under the Labor Code Private Attorneys General Act of 2004,  
9 Labor Code § 2698, et seq. (“PAGA”) and to dismiss her non-individual PAGA claims. In lieu of  
10 arbitrating Plaintiff’s individual non-PAGA claims and litigating Plaintiff’s representative PAGA  
11 claims, the parties agreed to mediation with the scope of Plaintiff’s individual claims and individual  
12 and non-individual PAGA claims. After exchanging documents and voluminous data prior to  
13 mediation, Plaintiff and Defendant reached a proposed settlement that will resolve the PAGA claims  
14 pending in this action and Plaintiff’s individual claims.

15 Under the PAGA Settlement Agreement (“Agreement” or “Settlement”), Defendant shall pay a  
16 maximum sum of **\$150,000.00**, referred to in the Agreement as the Gross Settlement Amount, for  
17 aggrieved employees employed in California as non-exempt hourly employees during the designated  
18 PAGA period (there were approximately **200** individuals meeting this definition of aggrieved employee  
19 as of February 15, 2024). It is estimated that there are approximately **5,314** pay periods. This is a fair  
20 and reasonable result, based upon the facts and circumstances discovered to exist. The Agreement is  
21 based upon the model agreement template made available by the Los Angeles Superior Court.

22 The proposed settlement will dispose of the PAGA claim alleged in this matter – which was  
23 predicated upon certain alleged violations of the Labor Code – on behalf of the California Labor and  
24 Workforce Development Agency (“LWDA”) and current and former California employees of Defendant  
25 who were employed at any time from March 17, 2022 to the date of entry of order for approval of the  
26 Settlement by the Court or 60 days after February 15, 2024, whichever is earlier.

27 This motion is brought pursuant to Labor Code § 2699.3(b)(4). This motion and the Agreement  
28 were served on the LWDA prior to the filing of this Motion. Labor Code § 2699(e)(2).

For the reasons below, Plaintiff requests that the Court enter an order approving the settlement.

## II. SUMMARY OF THE TERMS OF SETTLEMENT

The full terms of the settlement are in the Agreement. The key material terms are as follows:

- (a) The Aggrieved Employees: The Aggrieved Employees (also known as the “PAGA Members”) are: “All non-exempt or hourly employees of Defendant who worked for Defendant in the State of California from March 17, 2022 to the date of entry of order for approval of the Settlement by the Court or 60 days after February 15, 2024, whichever is earlier.” It is estimated that there are approximately **5,314** pay periods during the period from March 17, 2022 through February 15, 2024 (“PAGA Period”). (Agreement, ¶ 1.4, 1.19, 4.1.)
- (b) No Reversion: The Settlement is ***non-reversionary***. (Agreement, ¶ 3.1.)
- (c) Gross Settlement Amount: Defendant agrees to pay the maximum sum of **\$150,000.00** (hereinafter referred to as the “Gross Settlement Amount” or “GSA”) for settlement of the PAGA Penalties, which shall be inclusive of Individual PAGA Payments, the LWDA PAGA Payment, Plaintiff’s Counsel’s attorneys’ fees and costs and the settlement administrator’s fees and costs. (Agreement, ¶ 1.10.)
- (d) Net Settlement Amount: At least **\$84,560.80** will be available for distribution to the Aggrieved Employees and the LWDA. Of this amount, the LWDA will receive at least **\$63,420.60** under the Agreement, and Aggrieved Employees will receive at least **\$21,140.20**. (Agreement, ¶ 1.15.)
- (e) Attorneys’ Fees: Plaintiff’s Counsel request an award of attorneys’ fees in the amount of **\$50,000.00**, which is one third of the GSA. (Agreement, ¶ 3.2.1.)
- (f) Litigation Costs: Plaintiff’s Counsel’s litigation costs are capped to a maximum amount of **\$15,000.00**. Those actual costs are **\$11,439.20** which include the future costs of motion and final report filing and CaseAnywhere fees. Therefore, Plaintiff requests **\$11,439.20** for litigation costs. (Agreement, ¶¶ 3.2.1.)

- (g) Settlement Administration: Payment to Aggrieved Employees and administration will be accomplished through third-party settlement administrator Simpluris, Inc., which has agreed to perform Administrator duties for a flat not to exceed fee of **\$4,000.00**, which is reasonable, based on all of the services offered. (Agreement, ¶ 3.2.2.)
- (h) General Release Payment: Upon approval of this PAGA settlement Plaintiff shall receive a general release payment as a consideration for general release of her individual claims in accordance with the separate individual settlement agreement entered between the Parties. The General Release Payment is not included in GSA (Agreement, ¶ 5.1.)
- (i) Uncashed Checks: Funds represented by checks returned as undeliverable after a re-mailing, and funds represented by checks remaining un-cashed for more than 180 days after issuance, will be tendered to the Unclaimed Property Fund in the name of the Aggrieved Employee. (Agreement, ¶ 4.4.3.)
- (j) Release: In exchange for the above settlement consideration, Defendant shall be entitled to a release from the LWDA and each and every Aggrieved Employee, including Plaintiff.<sup>1</sup> (Agreement, ¶¶ 5.1-5.2.)
- (k) Notice to LWDA: The Declaration of Lilit Tunyan confirms that notice was provided to the LWDA and attaches the confirmatory submission documents. (Tunyan Decl., ¶ 46 and Exh.3.)

### III. STATEMENT OF FACTS

Plaintiff alleges that Defendant engaged in practices and procedures that violated the California Labor Code. These alleged statutory violations subject Defendant to potential liability for PAGA penalties pursuant to Labor Code § 2698, the PAGA. Through this action, Plaintiff seeks to recover civil penalties pursuant to Labor Code § 2698, *et. seq.* (Tunyan Decl., ¶ 3.)

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<sup>1</sup> This comports with settled California Supreme Court authority. *See Arias v. Superior Court*, 46 Cal. 4th 969, 986 (2009) (concluding that “with respect to the recovery of civil penalties, nonparty employees as well as the government are bound by the judgment in an action brought under the act....”).

1 Defendant is a nursing home providing nursing, wound care and rehabilitation services. (Tunyan  
2 Decl., ¶ 4.) For purposes of this settlement, Defendant employed individuals in various positions in  
3 California. (Tunyan Decl., ¶ 5.) Plaintiff worked for Defendant in California during the PAGA Period.  
4 (Tunyan Decl., ¶ 6.)

#### 5 **IV. PROCEDURAL HISTORY**

6 On March 16, 2023, Plaintiff's Counsel sent a letter to the LWDA on behalf of Plaintiff, in  
7 compliance with California Labor Code § 2699.3. More than 65 days passed after the letter was sent to  
8 the LWDA, and the LWDA did not indicate that it intended to investigate the alleged violations  
9 referenced in the letter. (Tunyan Decl., ¶ 7.) On March 17, 2023, Plaintiff filed a class action complaint  
10 ("Complaint") in the Superior Court of California, Los Angeles County entitled *Mejia v. KF Casitas,*  
11 *LLC dba Casita Care Center*, Case No. 23STCV06090 (the "Lawsuit"). On May 22, 2023, Plaintiff  
12 filed her First Amended Complaint adding a case of action for civil penalties under PAGA. On August  
13 31, 2023, the Court granted Defendant's motion to compel Plaintiff to arbitrate her individual claims and  
14 to dismiss class claims and denied Defendant's motion to compel Plaintiff to arbitrate her individual  
15 claims arising under the Labor Code Private Attorneys General Act of 2004, Labor Code § 2698, et seq.  
16 ("PAGA") and to dismiss her non-individual PAGA claims. In lieu of arbitrating Plaintiff's individual  
17 non-PAGA claims and litigating Plaintiff's representative PAGA claims, the parties agreed to mediation  
18 with the scope of Plaintiff's individual claims and individual and non-individual PAGA claims. After  
19 exchanging documents and voluminous data prior to mediation, Plaintiff and Defendant reached a  
20 proposed settlement that will resolve the PAGA claims pending in this action and Plaintiff's individual  
21 claims pursuant to a separate individual settlement and release agreement. (Tunyan Decl., ¶ 8.)  
22 Defendant denies all liability and admit to no claim by virtue of their agreement to settle. (Tunyan Decl.,  
23 ¶ 9.) Because Court approval of a PAGA settlement is required, the settlement is presented for approval.  
24 (Tunyan Decl., ¶ 10.)

#### 25 **V. SETTLEMENT NEGOTIATIONS**

26 Counsel for Plaintiff has thoroughly investigated the facts relating to the claims alleged in the  
27 operative complaint and have made a thorough study of the legal principles applicable to the claims  
28 asserted against Defendant. Based on their investigation and evaluation of this case, Plaintiff's Counsel

1 have concluded that the settlement is fair, reasonable, and adequate in light of all known facts and  
2 circumstances, including the defenses asserted by Defendant, potential adverse findings regarding  
3 liability, and numerous potential appellate issues. (Tunyan Decl., ¶ 11.)

4 The Parties agreed to participate in a mediation in an effort to resolve the PAGA claims asserted  
5 in this matter. The Parties selected mediator Kevin T. Barnes, Esq., a neutral with extensive experience  
6 litigating and mediating wage and hour class and representative actions. The Parties participated in a  
7 full-day mediation on February 15, 2024. They have not reached a settlement on the mediation day but  
8 continued settlement negotiations with the assistance of the mediator and reached a settlement shortly  
9 after the mediation. The Parties then spent many weeks thereafter negotiating the detailed terms of the  
10 Settlement memorialized in a long-form agreement to resolve this matter. (Tunyan Decl., ¶ 12.) Prior to  
11 the mediation, Plaintiff requested substantial data from Defendant, and Defendant provided requested  
12 data. (Tunyan Decl., ¶ 13.)

## 13 DISCUSSION

### 14 VI. THE QUI TAM NATURE OF PAGA CLAIMS

15 This case is solely a PAGA claim, not a class action, and the standard for determining the  
16 reasonableness of a settlement has not been the subject of significant judicial discussion. In 2003,  
17 California enacted the Private Attorneys General Act of 2004 to remedy systemic underenforcement of  
18 many worker protections. *Williams v. Superior Court*, 3 Cal. 5th 531, 545 (2017).

19 The solution enacted by the Legislature deputized private citizens to recover civil penalties for  
20 the State, where those penalties were previously only available to State law enforcement agencies:

21 The Legislature declared that ***adequate financing of labor law enforcement was***  
22 ***necessary to achieve maximum compliance with state labor laws, that staffing levels***  
23 ***for labor law enforcement agencies had declined and were unlikely to keep pace with***  
24 ***the future growth of the labor market***, and that it was therefore in the public interest to  
allow aggrieved employees, acting as private attorneys general, to recover civil  
penalties for Labor Code violations, with the understanding that labor law enforcement  
agencies were to retain primacy over private enforcement efforts.

25 *Arias v. Superior Court*, 46 Cal. 4th 969, 980 (2009) (emphasis added).

26 “Because an aggrieved employee’s action under the Labor Code Private Attorneys General Act  
27 of 2004 functions as a substitute for an action brought by the government itself, a judgment in that action  
28 binds all those, including nonparty aggrieved employees, who would be bound by a judgment in an

1 action brought by the government.” *Arias*, 46 Cal. 4th at 986. With limited exceptions, “[o]f the civil  
2 penalties recovered, 75 percent goes to the Labor and Workforce Development Agency, leaving the  
3 remaining 25 percent for the ‘aggrieved employees.’” *Iskanian v. CLS Transp. Los Angeles, LLC*, 59  
4 Cal. 4th 348, 380 (2014) *certiorari denied sub nom. CLS Transportation Los Angeles v. Iskanian*, —  
5 U.S. —, 135 S.Ct. 1155, 190 L.Ed.2d 911 (Jan. 20, 2015). Thus, a PAGA claim is, predominantly, a  
6 claim belonging to the State.

7 “The civil penalties recovered on behalf of the state under the PAGA are distinct from the  
8 statutory damages to which employees may be entitled in their individual capacities.” *Iskanian*, 59 Cal.  
9 4th at 381. Because of this distinction, and the fact that the penalties made available through PAGA  
10 fell previously within the exclusive domain of State enforcement, the California Supreme Court  
11 explained that PAGA suits are best viewed as a species of *qui tam* action. *Iskanian*, 59 Cal. 4th at 382.  
12 After recognizing that PAGA actions are a form of *qui tam* action, *Iskanian* concluded that because the  
13 State was the real party in interest in a PAGA suit, it would violate public policy to compel an individual  
14 employee to waive representative claims under PAGA: “[W]here, as here, an employment agreement  
15 compels the waiver of representative claims under the PAGA, it is contrary to public policy and  
16 unenforceable as a matter of state law.” *Iskanian*, 59 Cal. 4th at 384.

## 17 **VII. THE STANDARDS FOR APPROVAL OF A PAGA SETTLEMENT**

18 In deciding whether to grant approval of the proposed Settlement, the primary issue to be decided  
19 is whether the Settlement is fair, adequate, and reasonable. Specifically, the issues are whether the PAGA  
20 penalties to which the parties have agreed provide “genuine and meaningful” relief, “consistent with the  
21 underlying purpose of the statute to benefit the public” and whether the penalties are reasonable in light  
22 of the potential verdict value in this case. *Villalobos v. Calandri Sunrise Farm LP*, 2015 WL 12732709,  
23 Case No. CV 12-2615 PSG (JEMx) (C.D. Cal., July 22, 2015).

24 In *O'Connor v. Uber Technologies*, No. 13-CV-03826-EMC, 2016 WL 4398271 (N.D. Cal. Aug.  
25 18, 2016) the court was faced with a proposed class action settlement which also included a claim under  
26 PAGA. The court separately discussed the standard for approval under PAGA. The court recognized that  
27 cases discussing class action standards may be helpful and required the parties to demonstrate that either  
28 the factors set forth in the class action case of *Hanlon v. Chrysler Corp.*, 150 F.3d 1011, 1026 (9th Cir.

1998) “or any other coherent analysis” justified the proposed settlement of the PAGA claim.<sup>2</sup>

Therefore, although class settlement jurisprudence has no direct application to this case, it is not inappropriate to consider the *Hanlon* factors: (1) the strength of the plaintiff's case; (2) the risk, expense, complexity, and likely duration of further litigation; (3) the amount offered in settlement; (4) the extent of discovery completed and the stage of the proceedings; (5) the experience and views of counsel; and (6) the presence of a government participant.

The *Hanlon* court also mentioned, as a factor, the “reaction of the class members to the proposed settlement.” That factor has no analogous component here. The interest served is that of the State of California and the LWDA is the only person or entity who has standing to comment upon any settlement. Labor Code § 2699.3(b)(4). The *Hanlon* court also identified “the risk of maintaining class action status throughout the trial” as a factor, but, again, that factor has no application here. Otherwise, the six remaining factors provide a useful framework for evaluating the settlement. *Hanlon*, 150 F.3d at 1026; *see also Allen v. Bedolla*, 787 F.3d 1218, 1222 (9th Cir. 2015) (same); *Churchill Vill., L.L.C. v. Gen. Elec.*, 361 F.3d 566, 575 (9th Cir. 2004) (same).

*Dunk v. Ford Motor Co.*, 48 Cal. App. 4th 1794 (1996), held that “a presumption of fairness exists where: (1) the settlement is reached through arm’s-length bargaining; (2) investigation and discovery are 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.”<sup>3</sup> *Id.* at 1801; *In re Microsoft I-V Cases*, 135 Cal. App. 4th 703, 723 (2006); *see also* Newberg & Conte, *Newberg on Class Actions*, (2d.Ed. 1987) § 11.41, p. 11-91.

It would also be appropriate for this Court to look to case law concerning settlement of a claim brought under the Fair Labor Standards Act 28 U.S.C. § 201 et seq. (“FLSA”) which, likewise, requires

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<sup>2</sup> The *O'Connor v. Uber* court did not approve the settlement, finding the disparity between the amount proposed for the class compared to the PAGA settlement was not fair to the LWDA. That is not a concern here. Seventy-five percent of the net will be paid to the LWDA by statute.

<sup>3</sup> PAGA provides no notice or claim procedures as exist in class action cases. Therefore, objections (other than potentially by the LWDA) are not contemplated in PAGA actions. Despite the absence of any right to object, the Agreement here contemplates informing Aggrieved Employees of the resolution so that they are made aware of the result, despite having no standing to object to this settlement.

1 court approval. Because the Ninth Circuit has not established a standard for district courts to follow when  
2 evaluating an FLSA settlement, California district courts have applied the standard established by the  
3 Eleventh Circuit in *Lynn's Food Stores, Inc. v. U.S. By & Through U.S. Dept of Labor*, 679 F.2d 1350,  
4 1352 (11th Cir. 1982). See *Dunn v. Teaches Ins. & Annuity Ass'n of Am.*, 2016 WL 153266, at \*3 (N.D.  
5 Cal. Jan. 13, 2016) and *Ambrosino v. Home Depot U.S.A., Inc.*, No. 11 CV 1319 L (MDD), 2014 WL  
6 3924609, at \* 1 (S.D. Cal. Aug. 11, 2014) (“A district court may approve an FLSA settlement if the  
7 proposed settlement reflects ‘a reasonable compromise over [disputed] issues.’”) (quoting *Lynn's Food*  
8 *Stores, Inc.*, 679 F.2d at 1354). Although the standard for approving FLSA collective actions may be  
9 different from the standard for approving class actions under Federal Rule of Civil Procedure 23, courts  
10 have applied the *Hanlon* factors to a settlement of an FLSA claim. *Millan v. Cascade Water Sews., Inc.*,  
11 No. 1:12 - cv -1821-AWI-EPG, 2016 WL 3077710, at \* 3 (E.D. Cal. Jun. 2, 2016); see also *Otey v.*  
12 *CrowdFlower, Inc.*, No. 12-CV-05524-JST, 2014 WL 1477630, at \* 11 (N.D. Cal. Apr. 15, 2014). In  
13 *Selk v. Pioneers Mem'l Healthcare Dist.*, 159 F. Supp. 3d 1164, 1173 (S.D. Cal. 2016) the court  
14 evaluated an FLSA settlement using a totality of the circumstances approach “that replicates the factors  
15 relevant to Rule 23 class actions where appropriate, but adjusts or departs from those factors when  
16 necessary to account for the labor rights at issue.”

17 While a court should not simply “rubber stamp” a proposed settlement with little or no  
18 independent evaluation, the court “must stop short of the detailed and thorough investigation that it  
19 would undertake if it were actually trying the case.” *Clark v. Am. Residential Sews. LLC*, 175 Cal. App.  
20 4th 785, 799 (2009). The court should not expect that the parties offer concrete “proof” in support of  
21 settlement, but rather that the parties have made a good faith effort to explain the reasoning behind  
22 certain strategic decisions and the valuation of specific claims. “[W]hether a settlement is fundamentally  
23 fair within the meaning of Rule 23(e) is different from the question whether the settlement is perfect in  
24 the estimation of the reviewing court.” *Lane v. Facebook, Inc.*, 696 F.3d 811, 819 (9th Cir. 2012). “It is,  
25 of course, the strong public policy of this state to encourage the voluntary settlement of litigation.”  
26 *Osumi v. Sutton*, 151 Cal. App. 4th 1355, 1359 (2007).

27 Finally, the factors identified above are not exclusive and the court is free to balance factors  
28 depending on circumstances. *Wershba v. Apple Computer, Inc.*, 91 Cal. App. 4th 224, 244-245 (2001).

1 While class settlement factors provide some guidance as to how a Court may approach the  
2 evaluation of a PAGA settlement, there are significant differences between PAGA settlements and class  
3 action settlements that must be recognized. Unlike a class action settlement, the scope of release  
4 permitted in a PAGA settlement is limited. While “judgment in [a PAGA] action is binding not only on  
5 the named employee plaintiff but also on government agencies and any aggrieved employee not a party  
6 to the proceeding,” *Arias*, 46 Cal. 4th at 986, “the nonparty employees, because they were not given  
7 notice of the action or afforded any opportunity to be heard, would not be bound by the judgment as to  
8 remedies other than civil penalties.” *See id.*, at 987. Thus, with the possible exception of plaintiffs, the  
9 scope of a release in a PAGA settlement is confined to PAGA penalties, and not related individual  
10 claims.<sup>4</sup> Applying the above standards to this Settlement, the Settlement meets all criteria for approval.

#### 11 **VIII. THE SETTLEMENT MEETS ALL THE CRITERIA FOR APPROVAL**

12 Applying the class settlement fairness factors discussed above – limited to those compatible with  
13 the unique features of PAGA claims – the proposed settlement embodies all of the key features of a  
14 settlement that is fair, reasonable, adequate, and as such, meets all the criteria necessary for approval.

##### 15 **A. The Relative Strength of the PAGA Claim, and the Realistic Range of Outcomes in** 16 **the Litigation, Strongly Favor Approval of the Settlement**

17 “In determining whether the proposed settlement falls within the range of reasonableness,  
18 perhaps the most important factor to consider is plaintiffs’ expected recovery balanced against the value  
19 of the settlement offer.” *Cotter v. Lyft, Inc.*, 176 F. Supp. 3d 930, 935 (N.D. Cal. 2016) (internal  
20 quotation omitted). Here, the relative strength of the PAGA claim brought by Plaintiff weighs in favor of  
21 the Court finding that the settlement is fair, adequate, and reasonable, since there are significant risk  
22 factors that Plaintiff would face if he did not settle this matter.

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24 <sup>4</sup> This is contrasted with the much broader release permitted in a class action context, which may be  
25 based on “any matter or fact” alleged in the complaint. *See In re Corrugated Container Antitrust*  
26 *Litigation*, 643 F.2d 195, 221 (5th Cir. 1981) (“The weight of authority establishes that ... a court may  
27 release not only those claims alleged in the complaint and before the court, but also claims which ‘could  
28 have been alleged by reason of or in connection with any matter or fact set forth or referred to in’ the  
complaint.”); *Hesse v. Sprint Corp.*, 598 F.3d 581, 590 (9th Cir. 2010) (“we have held that federal district  
courts properly released claims not alleged in the underlying complaint where those claims depended on  
the same set of facts as the claims that gave rise to the settlement.”). In this matter, the Agreement will  
not affect the rights of Aggrieved Employees who may possess individual wage and hour claims.

1 Most significantly, the ultimate decision as to the amount of penalties is always up to the  
2 discretion of the Court. Labor Code § 2699(e)(2) states: “In any action by an aggrieved employee  
3 seeking recovery of a civil penalty available under subdivision (a) or (f), a court may award a lesser  
4 amount than the maximum civil penalty amount specified by this part if, based on the facts and  
5 circumstances of the particular case, to do otherwise would result in an award that is unjust, arbitrary and  
6 oppressive, or confiscatory.” Subdivision (a) states, “Notwithstanding any other provision of law, any  
7 provision of this code that provides for a civil penalty to be assessed and collected by the Labor and  
8 Workforce Development Agency or any of its departments, divisions, commissions, boards, agencies, or  
9 employees, for a violation of this code, may, as an alternative, be recovered through a civil action  
10 brought by an aggrieved employee on behalf of himself or herself and other current or former employees  
11 pursuant to the procedures specified in Section 2699.3.” Subdivision (f) specifies the penalties in  
12 instances where the underlying statute does not specify any civil penalty. In other words, where the facts  
13 and circumstances of the case demonstrate that an unreduced award would be “unjust, arbitrary and  
14 oppressive, or confiscatory,” the court (or arbitrator) may reduce the award to ameliorate such.

15 In *Moniz v. Adecco USA, Inc.*, 72 Cal. App. 5th 56 (2021) the court said:

16 [W]hile PAGA does not require the trial court to act as a fiduciary for aggrieved  
17 employees, adoption of a standard of review for settlements that prevents “ ‘ ‘ ‘fraud,  
18 collusion or unfairness’ ” (Dunk, supra, 48 Cal.App.4th at pp. 1800–1801, 56  
19 Cal.Rptr.2d 483), and protects the interests of the public and the LWDA in the  
20 enforcement of state labor laws is warranted. Because many of the factors used to  
21 evaluate class action settlements bear on a settlement’s fairness—including the strength  
22 of the plaintiff’s case, the risk, the stage of the proceeding, the complexity and likely  
23 duration of further litigation, and the settlement amount—these factors can be useful in  
24 evaluating the fairness of a PAGA settlement.

25 Given PAGA’s purpose to protect the public interest, we also agree with the LWDA  
26 and federal district courts that have found it appropriate to review a PAGA settlement to  
27 ascertain whether a settlement is fair in view of PAGA’s purposes and policies.  
28 (*O’Connor v. Uber Technologies, Inc.* (N.D. Cal. 2016) 201 F.Supp.3d 1110, 1132–  
1134; *Jordan v. NCI Group, Inc.* (Jan. 5, 2018, No. EDCV 16-1701-JVS) 2018 WL  
1409590, at \*1–\*2, 2018 U.S. Dist. Lexis 25297, at \*3–\*4; *Chamberlain v. Baker  
Hughes, a GE Co., LLC*, supra, 2020 WL 4350207 at \*3–\*4, 2020 U.S. Dist. Lexis  
134582 at \*10–\*11; see *Consumer Advocacy Group, Inc. v. Kintetsu Enterprises of  
America* (2006) 141 Cal.App.4th 46, 59, 61–62, 45 Cal.Rptr.3d 647 [where the  
Legislature required court approval of private settlements of Proposition 65 actions  
brought to vindicate the public interest, court must evaluate the resulting consent decree  
to determine if it is “just” and “serves the public interest”].) We therefore hold that a  
trial court should evaluate a PAGA settlement to determine whether it is fair,  
reasonable, and adequate in view of PAGA’s purposes to remediate present labor law  
violations, deter future ones, and to maximize enforcement of state labor laws. (See

1 *Williams, supra*, 3 Cal.5th at p. 546, 220 Cal.Rptr.3d 472, 398 P.3d 69 [PAGA “sought  
2 to remediate present violations and deter future ones”]; *Arias, supra*, 46 Cal.4th at p.  
3 980, 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].) The trial  
court below used this standard.

4 *Moniz*, 72 Cal. App. 5th at 77. *Moniz*, in agreeing with the federal courts that have considered how to  
5 evaluate a PAGA settlement, concluded that the class action factors are appropriately considered, along  
6 with a consideration of whether the settlement furthers “PAGA’s purposes to remediate present labor law  
7 violations, deter future ones, and to maximize enforcement of state labor laws.”

8 A final note on the analysis discussion in *Moniz* is appropriate. In *Moniz*, the Court found the  
9 record lacked any support for the disparate allocation of PAGA penalties between different types of  
10 employees: “[T]he settlement’s allocation of shares of civil penalties to Colleagues that are fifteen times  
11 greater than the shares allocated to Associates does not seem to have been justified below and may be  
12 contrary to PAGA’s purposes.” *Moniz*, 72 Cal. App. 5th at 87. Here, PAGA penalties are allocated by  
13 pay period, irrespective of job classification, an equitable method of allocation.

14 In addition, there is no evidence that a court or a commissioner had informed Defendants that any  
15 conduct violated the Labor Code. *Amaral v. Cintas Corp.*, 163 Cal. App. 4th 1157, 1209 (2008); *Willis*  
16 *v. Xerox Bus. Servs., LLC*, 2013 WL 6053831, \*7-8 (E.D. Cal. 2013) (“Under California law, courts have  
17 held that employers are not subject to heightened penalties for subsequent violations until and unless a  
18 court or commissioner notified the employer that it is in violation of the Labor Code.”) And in *Cotter*,  
19 the court found a significant reduction of the PAGA claim would be appropriate because “[t]his does not  
20 appear to be a case where a company has deliberately sought to evade the law.” *Cotter v. Lyft, Inc.*, 176  
21 5 F. Supp. 3d 930, 941 (N.D. Cal. 2016). Here, Defendants can state a strong case that, as the Court  
22 concluded in *Cotter*, the efforts to devise compliant operational policies do not indicate an organization  
23 that has deliberately sought to evade the law. This is a very significant risk factor.

24 After analyzing the claims in this matter and thorough investigation of the claims and defenses,  
25 Plaintiff has concluded that the value of this Settlement is fair, adequate, and reasonable. (Tunyan Decl.,  
26 ¶¶ 13-15.)

27 Using the most straightforward formulation of applying the “catch-all” \$100 penalty specified in  
28 Labor Code § 2699(f)(2) to each pay period per employee, for all of the estimated **5,314** pay periods

1 through mediation, the maximum plausible exposure under that direct approach is **\$531,400.00**. The  
2 Settlement of **\$150,000.00** is about 28.2% of roughly estimated single penalty maximum exposure value.  
3 When considering the serious risks discussed herein, and the Court's inherent power to adjust penalties  
4 downward to reflect an employer that sought to be in compliance with wage and hour laws, even if  
5 mistakes were sometimes made, the compromise figure is reasonable. (Tunyan Decl., ¶ 24.)

6 The Settlement can also be evaluated by looking at each allegation and the penalty that would  
7 attach thereto. The Settlement of **\$150,000.00** is 72% of the **\$209,680.00** estimate of *risk-adjusted*  
8 penalty recovery (excluding interest) at this stage in the litigation, *based upon a penalty-by-penalty*  
9 *analysis*. On that basis, it would be unwise to pass up this settlement opportunity. This assessment is  
10 based on a carefully constructed model of the current fair value of the case, using estimated risks,  
11 appellate authority, and estimates of violation frequency by pay period. *Id.*

12 The maximum calculated plausible exposure is **\$1,048,400.00**, *when examining each penalty*  
13 *provision separately. Id.* That exposure consists of the following components:

- 14 • The reasonably estimated penalty exposure for unpaid overtime for off-the-clock and  
15 improper overtime rate calculation work (Labor Code § 558) was estimated to be  
16 **\$265,700.00**. The risk-adjusted estimated exposure is estimated to be **\$53,140.00**, based  
17 on a risk reduction of 80%, before any Court-imposed reductions for good faith conduct  
18 by Defendant.
- 19 • The reasonably estimated penalty exposure for meal period violations (Labor Code §  
20 558) was estimated to be **\$68,450.00**. The risk-adjusted estimated exposure is estimated  
21 to be **\$13,690.00**, based on a risk reduction of 80%, before any Court-imposed reductions  
22 for good faith conduct by Defendant.
- 23 • The reasonably estimated penalty exposure for rest period violations (Labor Code §  
24 558) was estimated to be **\$265,400.00**. The risk-adjusted estimated exposure is  
25 estimated to be **\$53,080.00**, based on a risk reduction of 80%, before any Court-  
26 imposed reductions for good faith conduct by Defendant.
- 27 • The reasonably estimated penalty exposure for late payment of wages and late wage  
28 statements (Labor Code § 210) was estimated to be \$164,050.00. The risk-adjusted

1 estimated exposure is estimated to be \$32,810.00, based on a risk reduction of 80%,  
2 before any Court-imposed reductions for good faith conduct by Defendant. This penalty  
3 is contingent on unpaid wage penalties.

- 4 • The reasonably estimated exposure for unreimbursed necessary expenses over the class  
5 period (Labor Code § 2802) was calculated at **\$14,100.00**. Based on the records of facial  
6 violations and the serious risk that employee choice would become an issue that impeded  
7 proof, the risk-adjusted estimated exposure is estimated to be **\$2,820.00**, based on a risk  
8 reduction of 80%, before any Court-imposed reductions for good faith conduct by  
9 Defendant.
- 10 • The risk-adjusted penalty recovery for violation of Labor Code § 226 was estimated to be  
11 approximately **\$53,140.00**, on a maximum exposure of **\$265,700.00**. A risk reduction of  
12 80% was applied to reflect the contingent nature of this claim and the additional need to  
13 demonstrate willful misconduct.
- 14 • The risk-adjusted penalty recovery for violation of Labor Code §1197.1 for Labor Code  
15 Labor Code § 203 violation was estimated to be approximately **\$1,000.00**, on a  
16 maximum exposure of **\$5,000.00**. A risk reduction of 80% was applied to reflect the  
17 contingent nature of this claim and the additional need to demonstrate willful misconduct.
- 18 • Performing risk-adjusted valuations for all claims yields a total value in the range of  
19 **\$209,680.00**. *Id.*

20 The Settlement of **\$150,000.00** is about 14% of roughly estimated non-single penalty maximum  
21 exposure value of **\$1,048,400.00**. The concurrently filed Tunyan Declaration sets forth claim valuation.  
22 (See, Tunyan Decl., ¶ 24.)

23 **B. The Risk, Expense, and Complexity of Further Litigation Balances Strongly in Favor**  
24 **of Approval of the Settlement**

25 To assess the fairness, adequacy, and reasonableness of a class action settlement, the court should  
26 consider the expense, complexity and likely duration of further litigation. *Dunk*, 48 Cal. App. 4th at  
27 1801. Here, the expense, complexity and likely duration of future litigation was to some extent an  
28 unknown. What is certain is that to adequately establish the foundational violations that would support a

substantial penalty award, tremendous time and expense would be invested. To adequately establish that aggrieved employees experience the alleged violations, and at what frequency, most of the aggrieved employees would need to be interviewed in a systematic fashion and their testimony cataloged in way sufficiently meaningful to permit the submission of summary evidence at trial, such as via survey. *First*, the burdensome nature of such a process would be expensive and time-consuming. *Second*, the individuals already interviewed confirmed substantial risk that the Court would either substantially reduce any penalty ultimately awarded or conclude that the conduct was insufficient to support a penalty award. *Third*, it would be essentially impossible to formulate an objectively reliable means of summarizing testimonial experiences, other than by an extraordinarily detailed survey. And formulating such a survey would have been important, since frequency of violations would need to be established before any penalties could be recovered. In sum, the evidence collected to date leads Plaintiff to conclude that, to the extent violations occurred, a fact which Defendant dispute, some violations were **not** systematic and **not** uniform across all of Defendant's employees who worked during the relevant period. Alternatively, direct testimony would have been required from as many of the roughly **200** aggrieved employees as could be obtained, which would be, at best, very difficult. (Tunyan Decl., ¶ 21.)

### C. The Amount Offered in Settlement Under the Agreement

The Settlement provides a monetary benefit that falls well within "the range of an acceptable settlement" under the circumstances, which is the standard on which the instant Settlement must be judged. As held by the Ninth Circuit, a settlement may be fair and reasonable even where it only provides a fraction of what could have been obtained at trial. *See Linney v. Cellular Alaska P'ship*, 151 F.3d 1234, 1242 (9th Cir. 1998).

#### 1. The Total Amount Offered in Settlement is \$150,000.00

Under the Agreement, Defendant shall pay a maximum sum of \$150,000.00. Plaintiff's Counsel, with the assistance of a data analyst, assessed the maximum plausible penalty exposure to be **\$1,048,400.00**. (Tunyan Decl., ¶ 24.) This estimate is overly optimistic. The Settlement is 14% of that maximum plausible exposure before factoring in the many risk adjustments (*e.g.*, employee choice would be an issue on rest break and meal period claims) and the Court's ability to reduce the penalty at its discretion.

Furthermore, Defendant asserted a number of defenses that potentially could have undermined Plaintiff's claims if they were to be litigated. For example, Defendant contended that Plaintiff's claims would be unmanageable under *Wesson v. Staples the Office Superstore, LLC*, 68 Cal. App. 5th 746, 865 (2021). Specifically, Defendant argued that numerous individualized inquiries would be needed to determine liability on Plaintiff's claims, including (1) whether employees worked off-the-clock with knowledge of a supervisor or Defendant, (2) whether each individual took a particular meal period or rest break on a particular occasion, (3) whether the meal period was waived, and (4) where the individual skipped the meal or rest period, **why** it was skipped for each of the allegedly aggrieved employees. Defendant argued the case would be unmanageable.

## 2. Payment of At Least \$84,560.80 in Penalties

Under the Agreement, the amount available for distribution as penalties under PAGA is at least \$84,560.80. The amount is a significant penalty, but it is not confiscatory, nor is it, in the terms of the PAGA statute, "unjust, arbitrary, or oppressive." Labor Code § 2699(e)(2).

### a) *The LWDA shall receive at least \$63,420.60*

As 75% of the penalties are allocated to the LWDA, the LWDA stands to receive at least \$63,420.60 under the Agreement. Further, pursuant to Labor Code § 2699.3(b)(4) the "provisions of the settlement relating to health and safety laws shall be submitted to the division at the same time that they are submitted to the court. This requirement shall be construed to authorize and permit the division to comment on the settlement provisions, and the court shall grant the division's commentary appropriate weight." The LWDA will have an opportunity to comment upon the amount to be paid to it. This provision protects against collusive settlements for less than a reasonable value of the claim.

### b) *Aggrieved Employees shall receive at least \$21,140.20*

Approximately 200 Aggrieved Employees shall receive at least \$21,140.20 (25% of the penalties) under the terms of the Agreement and by operation of PAGA. The Court should give weight to the fact that the primary purpose of PAGA is not to provide a windfall to Aggrieved Employees; the penalties recovered under PAGA are not surrogate individual damages. Instead, the amount available to Aggrieved Employees is in addition to any damages that could be recovered via individual claims.

1           **D.     The Presence of a Government Participant**

2           As set forth above, 75% of the penalty is paid to the LWDA. In connection therewith, Labor  
3           Code § 2699.3(b)(4) permits the LWDA to comment on the penalties. The LWDA was notified of the  
4           Settlement. (Tunyan Decl., ¶ 46.)

5           **E.     PAGA Counsel Are Experienced and Negotiated Aggressively**

6           The Court may also consider that negotiations between the Parties were conducted at arm's  
7           length, in an adversarial manner, despite a mutual desire to resolve the case. (Tunyan Decl. ¶¶ 13-14, 18-  
8           23.) The court may consider the opinion of all counsel that the Settlement is fair, reasonable and in the  
9           best interests of the Aggrieved Employees. PAGA Counsel are experienced with employment class  
10          actions and representative actions, as set forth more fully in the Declaration of Lilit Tunyan filed  
11          herewith. (Tunyan Decl. ¶¶ 29-34.)

12          **F.     The Substantial Exchange of Data and the Stage of the Proceedings Favor Approval**

13          In evaluating the Parties' basis for valuing a settlement, "“formal discovery is not a necessary  
14          ticket to the bargaining table.”” *Linney*, 151 F.3d at 1239.

15          Here, the substantial exchange of data was sufficient to enable Plaintiff's Counsel to evaluate the  
16          strength and value of the claim for purposes of settlement. (Tunyan Decl., ¶¶ 13-14, 21-22.) As  
17          discussed above, Plaintiff's Counsel reviewed policies, performed calculations with data, and inspected  
18          related documents, such as handbooks and wage statements, to assess exposure and risk.

19          Based on Plaintiff's Counsel's experience litigating wage and hour claims, such investigation  
20          was sufficient to determine the potential value of the PAGA claim, and to evaluate the strength of this  
21          claim for purposes of settlement. (Tunyan Decl., ¶¶ 18-21.)

22          **G.     Additional Factors Weigh in Favor of Approving the Terms of the Proposed**  
23          **Settlement, Including the Requested Fees and Costs**

24          In addition to the factors presented above, the proposed settlement does not possess any obvious  
25          deficiencies with respect to its other terms, including the agreed-upon fees and costs.

26                 **1.     Fees and Costs**

27          Courts in the Ninth Circuit and California generally use the “percentage method” rather than the  
28          lodestar approach when awarding attorneys' fees in a common fund settlement. *See* 7 Witkin, B.E.,

1 CALIFORNIA PROCEDURE (2007 Supp.) §§ 255-261 at 236-241 (describing prevalence of percentage  
2 method under California law); *Boeing Co. v. Van Gemert*, 444 U.S. 472, 478 (1980) (“[A] litigant or a  
3 lawyer who recovers a common fund for the benefit of persons other than himself or his client is entitled  
4 to a reasonable attorney’s fee from the fund as a whole”); *In re Activision Sec. Litig.*, 723 F. Supp. 1373,  
5 1377-78 (N.D. Cal. 1989) (Patel, J.) (endorsing percentage method). *See generally*, *Serrano*, 20 Cal. 3d  
6 at 25; *accord Hanlon*, 150 F.3d 1011 (9th Cir. 1998). While this settlement is what is traditionally  
7 imagined when using the term “common fund,” it does create benefit for others beyond Plaintiff.

8 According to a leading treatise on class actions, “No general rule can be articulated on what is a  
9 reasonable percentage of a common fund. Usually 50% of the fund is the upper limit on a reasonable fee  
10 award from a common fund in order to assure that the fees do not consume a disproportionate part of the  
11 recovery obtained for the class, although somewhat larger percentages are not unprecedented.” *See*  
12 *Conte & Newberg, Newberg on Class Actions* (3rd Ed.) § 14.03. Attorneys’ fees that are fifty percent of  
13 the fund are typically considered the upper limit, with ***thirty to forty percent commonly awarded in***  
14 ***cases where the settlement is relatively small.*** *See id*; *see also, Van Vranken v. Atlantic Richfield*  
15 *Company*, 901 F. Supp. 294 (N.D. Cal. 1995) (stating that most cases where 30-50 percent was awarded  
16 involved “smaller” settlement funds of under \$10 million).

17 While this is not a class action, the custom and practice in class actions is to award approximately  
18 one-third of a fund as a fee award. *See Chavez v. Netflix, Inc.*, 162 Cal. App. 4th 43, 66, n.11 (2008)  
19 (“Empirical studies show that, regardless whether the percentage method or the lodestar method is used,  
20 fee awards in class actions average around ***one-third*** of the recovery.”) (emphasis added). The proposed  
21 attorney fee award here is 33.3% of the Gross Settlement Amount minus the General Release Payment,  
22 an amount reasonably comparable to “average” fees awarded in California state court class action cases  
23 used for comparison purposes here. *Chavez*, 162 Cal. App. 4th at 66 n. 11. Again, this is ***not*** a class  
24 action. It is more akin to contingent representation with an additional requirement of Court review due to  
25 the qui tam nature of a PAGA claim.

26 As a PAGA claim is unique to California, it is also appropriate to consider how California treats  
27 common fund recoveries. The California Supreme Court removed all doubt about the use of the  
28 percentage of the fund method to award attorneys’ fees in California, stating, “We join the overwhelming

majority of federal and state courts in holding that when class action litigation establishes a monetary fund for the benefit of the class members, and the trial court in its equitable powers awards class counsel a fee out of that fund, the court may determine the amount of a reasonable fee by choosing an appropriate percentage of the fund created.” *Laffitte v. Robert Half Intern. Inc.*, 1 Cal. 5th 480, 503 (2016).<sup>5</sup>

Thus, Ninth Circuit and California state courts regard circumstances in which class counsel’s work is wholly contingent, such as in class actions and other common fund type cases, as a factor weighing in favor of approving a negotiated fee award that approximates market rates. *Ketchum v. Moses*, 24 Cal. 4th 1122, 1132-33 (2001). This matter has been litigated by Plaintiff’s Counsel in a manner that is reasonable, diligent, and efficient. The actual lodestar incurred by Plaintiff’s Counsel to date is no less than \$78,390.00 not including at least \$2,750.00 in estimated future work. (Tunyan Decl., ¶¶ 39-41.) Attorneys for Plaintiff invested substantial amounts of time evaluating data before the mediation in this matter, revising damage models, and in preparing for the mediation. Those efforts led to this reasonable settlement. (Tunyan Decl., ¶ 34-36.) Plaintiff’s Counsel requests \$50,000.00, as specified in the Settlement, which constitutes a negative lodestar multiplier of 1.6 when compared to recorded and estimated future lodestar of \$81,140.00. (Tunyan Decl., ¶ 41.)

The Agreement also provides for the award of actual costs, up to \$15,000, based on Plaintiff’s Counsel’s actual out of pocket expenses in taking on representation in this Lawsuit on a contingency basis. (Tunyan Decl., ¶ 42.) Plaintiff requests an award of \$11,439.20 in actual costs which include the future motion, final report filing and CaseAnywhere fees. (Tunyan Decl., ¶ 42.)

## 2. Administration Fees Are Very Reasonable

Administration will be completed by Simpluris, Inc. for \$4,000.00, a very reasonable amount for the services rendered. (Tunyan Decl., ¶ 43.)

## IX. CONCLUSION

For the above reasons in fact and law, Plaintiff requests this court enter an order approving the

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<sup>5</sup> The Supreme Court also corrected the misconception that *Dunk* should be viewed as expressing doubt about the use of the percentage method: “The *Dunk* court, while finding the percentage method inapplicable to the settlement before it due to the lack of a readily valued common fund, did not purport to bar its usage generally in common fund cases.” *Laffitte*, at 501.

1 settlement memorialized in the Agreement.

2 Respectfully submitted,

3 Dated: April 2, 2024

**TUNYAN LAW, APC**

4  
5 By: \_\_\_\_\_



Lilit Tunyan

Artur Tunyan

6 Attorneys for Plaintiff TERESA CARMEN C. MEJIA  
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1 **PROOF OF SERVICE**

2 STATE OF CALIFORNIA )  
3 ) ss  
4 COUNTY OF LOS ANGELES )

5 I am employed in the county of Los Angeles, State of California. I am over the age of 18  
6 and not a party to the within action; my business address is 1336 Rossmoyne Avenue  
Glendale, California 91207. On April 2, 2024, I served the foregoing document described as:

7 On the date indicated below, I served the document described as: **PLAINTIFF'S NOTICE OF**  
8 **MOTION AND MOTION FOR AN ORDER APPROVING SETTLEMENT OF CLAIMS**  
9 **BROUGHT PURSUANT TO THE PRIVATE ATTORNEYS GENERAL ACT OF 2004;**  
10 **MEMORANDUM OF POINTS AND AUTHORITIES** on the interested parties in this action by  
sending a true copy thereof to interested parties as follows and as stated on the attached service list:

11 James S. Cooper  
[jcooper@lakklawyers.com](mailto:jcooper@lakklawyers.com)  
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17  
18 [✓] **BY ELECTRONIC SERVICE:** Based on a court order or an agreement of the parties  
19 to accept electronic service, I caused the documents to be sent to the persons at the  
20 electronic service addresses listed above via third-party cloud service  
**CASEANYWHERE**. I did not receive an error message.

21 [✓] **BY E-MAIL:** I hereby certify that this document was served from Glendale, California,  
22 by e-mail delivery on the parties listed herein at their most recent known e-mail address  
or e-mail of record in this action.

23 I declare under penalty of perjury under the laws of the State of California that the  
24 above is true and correct.

25 Executed on April 2, 2024 at Glendale, California.

26  
27 Lilit Tunyan  
Name



Signature