

CHRISTIAN J. PETRONELLI, SBN 284522
christian@petronellilaw.com
MITCHEL D. VANDERPOOL, SBN 341146
mitch@petronellilaw.com
PETRONELLI LAW GROUP, PC
5826 E. Naples Plaza
Long Beach, California 90803
Telephone: (888) 855-3670
Facsimile: (888) 449-9675

Attorneys for Plaintiff
ANDREA CAMPOS
and all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES (STANLEY MOSK COURTHOUSE)

ANDREA CAMPOS, an individual and on
behalf of all aggrieved employees,

Plaintiff,

v.

LUCKY TARO, INC., a California
Corporation; and DOES 1 through 100,
inclusive,

Defendants.

Case No.: 23STCV11801
Judge: Hon. Theresa M. Traber
Dept.: 47

**PLAINTIFF'S MOTION FOR APPROVAL
OF PRIVATE ATTORNEY GENERAL
ACT SETTLEMENT**

[filed concurrently with DECLARATION OF
CHRISTIAN J. PETRONELLI, ESQ. IN
SUPPORT OF PLAINTIFF'S MOTION FOR
APPROVAL OF PRIVATE ATTORNEY
GENERAL ACT SETTLEMENT and
[PROPOSED] ORDER GRANTING
APPROVAL OF PAGA SETTLEMENT]

Date: April 24, 2025
Time: 9:00am
Dept.: 47

Res. ID: 554973317460

I. Introduction

Plaintiff Andrea Campos (“Campos”) with the consent of Defendant Lucky Taro, Inc. (“Defendant”) (collectively referred to as the “Parties”), submits this Motion and seeks the Court’s approval, pursuant to Labor Code section 2699(l), of a settlement of Plaintiff’s claim under the Private Attorneys General Act (Labor Code Section 2698, *et. seq.*) (“PAGA”), as described more fully below in the PAGA Settlement Agreement and Release of Claims (“Settlement Agreement”).

The proposed settlement reflected in the Settlement Agreement is fair, reasonable, and adequate, and in the best interests of the PAGA class and the State of California. (*See* Petronelli Decl., ¶¶ 19-20.) Consequently, Plaintiff, with the consent of Defendant, hereby moves this Court for an order: (1) granting approval of the proposed PAGA settlement, as embodied in the Settlement Agreement, and (2) approving the PAGA notice to be sent to the PAGA class. For the reasons explained below, the Parties respectfully request that the Court approve the Settlement.

I. FACTS & PROCEDURAL HISTORY

A. Procedural History

On May 24, 2023, Plaintiff filed the instant PAGA action alleging various violations of the Labor Code for failing to properly calculate all hours worked by Plaintiff and Aggrieved Employees; for failing to pay Plaintiff and Aggrieved Employees overtime in violation of Labor Code §§ 510, 1194 and 1198; for failing to pay Plaintiff and other Aggrieved Employees in timely, lawful intervals as required by Labor Code § 204; for failing to provide required duty-free meal periods to Plaintiff and other Aggrieved Employees in violation of Labor Code §§ 226.7 and 512; for failing to pay Plaintiff and other Aggrieved Employees the additional hour of compensation earned for every shift that a mandated meal period was denied – in violation of Labor Code § 226.7; for failing to authorize/permit required rest periods to Plaintiff and other Aggrieved Employees, in violation of Labor Code § 226.7; for failing to pay Plaintiffs and other Aggrieved Employees the additional hour of compensation earned for every shift that a mandated rest period was denied, in violation of Labor Code § 226.7; for failing to provide accurate itemized wage statements in violation of Labor Code §§ 226 to Plaintiff and Aggrieved Employees; for violating Labor Code § 1198; for failing to

1 maintain records in violation of Labor Code § 1174; for failing to pay wages promptly following the
2 termination or resignation of employment, or when due and payable, in violation of Labor Code §§
3 201, 202, 203 and 204; for failing to record statutorily mandated meal periods in violation of Labor
4 Code § 1198; and failing to pay wages in violation of Labor Code § 558. (Petronelli Decl. ¶ 9.)

5 On July 14, 2023, Defendant filed a Motion to Stay the PAGA proceedings pending the
6 outcome of the arbitration of Plaintiff's individual non-PAGA claims, which the Court granted on
7 September 26, 2023. (Petronelli Decl. ¶ 10.)

8 Following Plaintiff's deposition in the arbitration and exchanges of written discovery, the
9 Parties agreed to engage in settlement negotiations related to the PAGA claims and, in doing so,
10 Defendant agreed to provide Plaintiff with a sample of approximately fifteen (15%) of all time and
11 pay records for all Aggrieved Employees employed by Defendant during the PAGA period plus an
12 additional fourteen (14) months, i.e., March 14, 2022 to May 19, 2024. (Petronelli Decl. ¶ 11.) Those
13 documents were provided to Plaintiff on June 12, 2024. (Petronelli Decl. ¶ 11.) Following review
14 of all time and pay records, the Parties engaged in prolonged negotiations and eventually agreed to
15 settle the PAGA claims for \$120,000. (Petronelli Decl. ¶ 12.) At all times the Parties' negotiations
16 were adversarial and non-collusive. (Petronelli Decl. ¶ 12.)

17 On December 21, 2024, the Parties entered into the Settlement Agreement. (Petronelli Decl.
18 ¶ 13, **Exhibit A.**) The Parties arrived at a settlement through extensive, arms-length negotiations,
19 taking into account all relevant factors, present and potential, at the time of entering into the
20 Settlement Agreement. (Petronelli Decl. ¶ 14.)

21 Plaintiff believes and agrees that this Settlement Agreement provides for a fair, adequate, and
22 reasonable resolution of the PAGA Claim. (Petronelli Decl., ¶ 14.) Defendant denies all of the
23 allegations in the Actions and denies that it has committed any misconduct, statutory or regulatory
24 violation, wrongdoing, or any other actionable conduct; however, as shown below Defendant wished
25 to avoid the risks and costs inherent in litigating a PAGA claim.

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1 **B. Investigation of Claims**

2 Plaintiff reviewed extensive data, information, and documents in investigating the issues of
3 liability and damages prior to the Parties engaging in settlement negotiations. (Petronelli Decl. ¶ 16.)
4 Specifically, Defendant produced the following: (a) Defendant’s employee handbook in effect
5 during the PAGA Period; (b) Defendant’s policies and procedures pertaining to minimum wages,
6 overtime, meal breaks, rest breaks, and reimbursement of business expenses, which were in effect
7 during the PAGA Period; (c) Plaintiff’s personnel files; (d) Plaintiff’s timekeeping and payroll
8 records; (e) all timekeeping and payroll records for the entire PAGA pool of employees who worked
9 the same position as Plaintiff and a sample of approximately 25% of all other employees for the time
10 period of March 14, 2022 to May 19, 2024; and (f) information on the PAGA pool demographics
11 including the total number of Aggrieved Employees during the PAGA Period, average hourly rate
12 of pay, and the total number of workweeks and pay periods worked during the PAGA Period.
13 (Petronelli Decl., ¶ 17.)

14
15 From Plaintiff’s counsel’s review of these documents and information, as well as the facts,
16 strengths, and weaknesses of the case, the risks and delays posed by further litigation, and their own
17 prior litigation experience, Plaintiff’s counsel believes that the recovery for each Aggrieved
18 employee is fair and reasonable taking into consideration the amounts received in other PAGA
19 actions, the risks inherent in litigation of this genre, and the reasonable tailoring of each aggrieved
20 employee’s claim to the settlement award he or she will receive. (Petronelli Decl. ¶ 18.)

21 **II. SETTLEMENT RESULTS**

22 The material terms of the Settlement are as follows:

23 **A. The Payment.**

24 The Settlement Agreement provides for a gross settlement amount of One Hundred and
25 Twenty Thousand Dollars (\$120,000.00) to settle the PAGA claims (the “Gross Settlement
26 Amount”). (Petronelli Decl., ¶ 19, **Exhibit A.**) This Gross Settlement Amount is allocated as follows:

- 27 ▪ \$54,375.00 to the LWDA Payment (75% of the Net Settlement Amount)
- 28 ▪ \$18,125.00 to the PAGA Aggrieved Employee Payment (25% of the Net Settlement

Amount) to be divided among the Aggrieved Employees per the terms of the Settlement Agreement

- PAGA Counsel Attorneys' Fees not to exceed \$40,000.00
- PAGA Counsel Costs not to exceed \$2,500.00
- Settlement Administration Costs, not to exceed \$5,000.00

(Petronelli Decl., **Exhibit A**, I (L), (O), and III (A).) According to Defendant, the total number of Aggrieved Employees is one hundred sixty-one (161) employees.

Based on Plaintiff's counsel's experience and based on the potential maximum exposure and potential defenses, counsel believes and agrees that the Settlement Agreement provides for a fair, adequate, and reasonable resolution of the PAGA Claims. (Petronelli Decl. ¶ 20.)

B. Notice To The LWDA.

On March 10, 2023, Plaintiff submitted a PAGA letter to the LWDA notifying the LWDA of the PAGA claims in this Action. (Petronelli Decl. ¶ 21, **Exhibit B**.) No response was received from the LWDA. (Petronelli Decl. ¶ 21.)

On December 30, 2024, Plaintiff submitted the PAGA Complaint to the LWDA and submitted the Settlement Agreement, as well as these moving papers to the LWDA, on March 28, 2025. (Petronelli Decl. ¶ 22, 23.) Plaintiff gave notice of the instant Motion and hearing date to the LWDA on March 28, 2025 via online filing. (Petronelli Decl., ¶ 23.)

III. THE SETTLEMENT IS FAIR AND REASONABLE

A. Standard of review

Labor Code § 2699(l)(2) states that "the superior court shall review and approve any settlement of any civil action filed pursuant to this part."

1. The Purposes and Policies of PAGA

PAGA was passed because the Legislature believed it necessary "to achieve maximum compliance with state labor laws" and "to ensure an effective disincentive for employers to engage in unlawful and anticompetitive business practices." (2003 Cal. Legis. Serv. Ch. 906 § (1)(a).) The Legislature found that, while self-policing efforts have had some success, "in other cases the only

1 meaningful deterrent to unlawful conduct is the vigorous assessment and collection of civil penalties
2 as provided in the Labor Code.” *Id.* at § 1(b).

3 Through PAGA, the Legislature thus: (1) sought to “enlist[] willing citizens in the task of
4 private enforcement,” *Iskanian*, 59 Cal. 4th at 390; (2) “deputized” aggrieved employees to sue on
5 behalf of the State to enforce state labor laws; and (3) authorized them to recover civil penalties,
6 attorney’s fees, and costs. 2003 Cal. Legis Serv. Ch. 906 (Legislative Counsel’s Digest). In bringing
7 a PAGA action, “[t]he employee-plaintiff acts as the proxy or agent of the state labor enforcement
8 agencies representing the same legal right and interest as those agencies...” *Iskanian*, 59 Cal. 4th at
9 394.

10 As for the LWDA (in whose shoes Plaintiffs stand), its top enforcement priorities are “to
11 vigorously enforce minimum labor standards in order to ensure employees are not required or
12 permitted to work under substandard unlawful conditions...” and to “protect employers who comply
13 with the law from those who attempt to gain a competitive advantage at the expense of their workers
14 by failing to comply with minimum labor standards.” (Labor Code § 90.5(a).)

15
16 **2. Sufficiency of Settlement Amount Considering Defendant’s Maximum**
17 **Theoretical Exposure**

18 PAGA provides for a maximum recovery of \$100 per initial violation and \$200 for all
19 subsequent violations. (Labor Code § 2699(f)(2).)

20 Based on Plaintiff’s review of all time and pay records for twenty-three (23) Employees
21 employed by Defendant from March 14, 2022 to May 19, 2024, Plaintiff determined that the most
22 viable alleged violation of PAGA was Defendant’s alleged failure to provide second meal breaks for
23 shifts over 10 hours. (Petronelli Decl. ¶ 24.) If the Court imposed a separate PAGA penalty for each
24 day on which an Aggrieved Employee did not receive a second meal period during a shift in excess
25 of 10 hours, Defendant’s maximum theoretical exposure was **\$549,200.00** assuming a separate
26 PAGA penalty for each day on which a violation occurred. (Petronelli Decl. ¶ 25.) However,
27 considering that the penalty under Labor Code § 226.7 for failure to provide a second meal period is
28 limited to one (1) hour of pay (which in this case would have been approximately \$18.00 on average),

1 it is unlikely that the Court would impose a maximum PAGA penalty of \$200 per missed break since
2 such a penalty would be more than 10 times that amount of the penalty under Labor Code § 226.7.
3 (Petronelli Decl. ¶ 26.)

4 Instead, it seemed more likely that the Court would impose a singular PAGA penalty for each
5 pay period during which Defendant failed to provide second meal breaks for shifts over 10 hours
6 since this penalty would closely mirror the penalties available in a private action under Labor Code
7 § 226.7. (Petronelli Decl. ¶ 27.) Using this calculation, Defendant's maximum theoretical exposure
8 was limited to **\$188,800.00**. (*Id.*)

9 However, Defendant contended that this penalty was still excessive since many Aggrieved
10 Employees signed meal period waivers in December 2023, which according to Defendant were
11 legally valid and were never revoked by those employees, which would reduce available PAGA
12 penalties by nearly twenty (20%) percent to **\$154,600.00**, which the Court still has authority to
13 reduce. Defendant claimed that an argument for reduced penalties was particularly compelling in
14 light of Defendant's efforts to avoid continuing violations after the filing of this lawsuit by (1)
15 reducing the number of shifts over 10 hours, (2) obtaining second meal period waivers, and (3)
16 paying meal period premiums when owed. (Petronelli Decl. ¶ 28.)

18 **3. Trial Courts Have Discretion to Significantly Reduce PAGA Penalties**

19 PAGA penalties are discretionary in nature and, even if Plaintiff was successful at trial, the
20 Court has discretion to significantly decrease the amount of damages awarded in this PAGA action.
21 (See, e.g., *Fleming v. Covidien, Inc.*, No. ED CV10-01487, 2011 U.S. Dist. LEXIS 154590, at *8–9
22 (C.D. Cal. Aug. 12, 2011) (slashing PAGA penalties for wage statement violations by over 500%,
23 from \$2.8 million to \$500,000).) In fact, PAGA itself expressly grants discretion to trial courts in
24 awarding PAGA penalties:

25 In any action by an aggrieved employee seeking recovery of a civil penalty
26 available under subdivision (a) or (f), a court may award a lesser amount than the
27 maximum civil penalty amount specified by this part if, based on the facts and
28

1 circumstances of the particular case, to do otherwise would result in an award that
2 is unjust, arbitrary and oppressive, or confiscatory.

3 (Labor Code 2699(e)(2).)

4 In following with this authority, California Courts of Appeal have upheld Superior Court
5 decisions heavily-discounting PAGA awards – in some cases limited PAGA penalties to only \$5 per
6 pay period. (*Carrington v. Starbucks* (2018) 30 Cal. App. 5th 504.)

7 Plaintiff in *Carrington* had requested more than \$70 million in damages and were successful
8 in proving their PAGA claim during a bench trial. However, the trial Judge held that the Defendant
9 had attempted to comply with the law and reduced the total award after trial to \$150,000 out of the
10 \$70 million requested by Plaintiff's counsel. In affirming the trial court's ruling, the appellate court
11 confirmed that it was within the Court's discretion to significantly reduce PAGA penalties even with
12 a finding that violation of the Labor Code occurred. (*Carrington*, 30 Cal. App. 5th 504, 529.)

13
14 **4. Risks Associated with the Merits**

15 As in all litigation, there are risks that a party will not prevail on the merits. In this case,
16 Plaintiff contended that, at times, lawful second meal periods were not provided for shifts longer
17 than 10 hours. However, Defendant contended that Plaintiff and Aggrieved Employees were able to
18 take second meal periods and simply chose not to do so, and did voluntarily waive second meal
19 periods during shifts in which they were provided a first meal period and obtained written waivers
20 documenting the same in December 2023. (Petronelli Decl. ¶ 28.) If Defendant's contentions are
21 proven true and prevail at trial, the likely outcome of this claim would be an extremely limited
22 recovery for Plaintiff and Aggrieved Employees on this claim and the derivative Labor Code § 226
23 PAGA claim.

24 **5. Risk, expense, complexity and likely duration of any litigation**

25 Given the risks outlined above, the issues in this case were complex and the risk for Plaintiff
26 and the Aggrieved employees associated with this litigation was high.

27 A trial would require the retention of expensive expert witnesses, the accrual of extensive
28 litigation costs, and the parties would have had to spend a substantial amount of time. Finally, given

1 the complexity and nature of PAGA issues and recent changes to the PAGA statute, it is likely that
2 any outcome at trial would result in a lengthy and costly appeal. An appeal would result in further
3 delay for the aggrieved employees who have already waited years for resolution in this matter.

4 In short—and given the substantial risks in continued litigation, including the uncertainty of
5 success—the Settlement represents a reasonable compromise of Plaintiff’s claims and ensures that
6 LWDA and aggrieved employees will receive a fair and adequate recovery.

7 **6. Request for Attorneys’ Fees.**

8 Under the Settlement Agreement, PAGA Counsel also requests, without opposition from
9 Defendant, an award of Attorneys’ Fees and Costs consisting of: (1) no more than Forty Thousand
10 Dollars (\$40,000) in Attorneys’ Fees and (2) Two Thousand Five Hundred Dollars (\$2,500.00) for
11 reimbursement of PAGA Counsel’s costs. This request is fair, reasonable, and adequate to
12 compensate PAGA Counsel for the substantial work they have put into this case and, moreover, the
13 risk they assumed by taking it in the first place. (Petronelli Decl. ¶ 29.) The attorneys’ fees award
14 is intended to reimburse PAGA Counsel for all uncompensated work that they have already done
15 and for all the work they will continue to do to finalize this settlement. To date, PAGA Counsel has
16 already incurred attorney fees in excess of the Attorneys’ Fees requested, in the amount of
17 \$52,265.00 based on PAGA Counsel’s current hourly rate. (Petronelli Decl. ¶¶ 30-31.)

18 PAGA Counsel took this case on a contingent-fee basis against a business represented by a
19 reputable defense firm. Contingency cases require careful attention to the economics involved
20 because one bad case could destroy years of work. This case claimed a significant portion of PAGA
21 Counsel’s time and attention throughout its pendency, time that could not be spent on other cases.
22 The requested fee is reasonable for the services provided to the Aggrieved Employees and for the
23 benefits they are to receive.

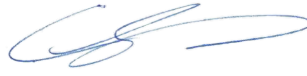
24 **IV. CONCLUSION**

25 As detailed above, the Parties have negotiated a PAGA penalties Settlement that is fair,
26 reasonable, and adequate—and meets approval under California law. Accordingly, the Parties
27 respectfully request that this Court grant approval of the Settlement Agreement.
28

1 Dated: March 28, 2025

PETRONELLI LAW GROUP, PC

2
3 By:



4 CHRISTIAN J. PETRONELLI, ESQ.
5 MITCHEL D. VANDERPOOL, ESQ.

6 *Attorneys for Plaintiff*
7 ANDREA CAMPOS
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Make a Reservation

ANDREA CAMPOS vs LUCKY TARO, INC., A CALIFORNIA CORPORATION

Case Number: 23STCV11801 Case Type: Civil Unlimited Category: Other Employment Complaint Case
Date Filed: 2023-05-24 Location: Stanley Mosk Courthouse - Department 47

Reservation

Case Name:

ANDREA CAMPOS vs LUCKY TARO, INC., A
CALIFORNIA CORPORATION

Case Number:

23STCV11801

Type:

Motion re: (PLAINTIFF'S MOTION FOR APPROVAL OF
PRIVATE ATTORNEY GENERAL ACT SETTLEMENT)

Status:

RESERVED

Filing Party:

Andrea Campos (Plaintiff)

Location:

Stanley Mosk Courthouse - Department 47

Date/Time:

04/24/2025 9:00 AM

Number of Motions:

1

Reservation ID:

554973317460

Confirmation Code:

CR-IINEJNFBZZQBZXWVE

Fees

Description	Fee	Qty	Amount
Motion re: (name extension)	0.00	1	0.00
TOTAL			\$0.00

Payment

Amount:

\$0.00

Type:

NOFEE

Account Number:

n/a

Authorization:

n/a

Payment Date:

n/a

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Los Angeles Superior Court Case No.: 23STCV11801

I am a resident of the State of California and over the age of eighteen years, and not a party to the within action; my business address is 5826 E. Naples Plaza, Long Beach, CA 90803.

On March 28, 2025, I served the within document(s):

**PLAINTIFF'S MOTION FOR APPROVAL OF PRIVATE ATTORNEY GENERAL
ACT SETTLEMENT**

E-MAIL: By transmitting the document(s) listed above, electronically, via the e-mail addresses set forth below.

Attorneys for Defendant Jordan Roof Company, Inc., et al.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on March 28, 2025, at Long Beach, California.

Jennifer M. Reyes
Paralegal
PETRONELLI LAW GROUP, PC