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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF CONTRA COSTA

DANIEL HWANG, as a private attorney general,

Plaintiff,

vs.

PYRAMID CONSULTING, INC., a Georgia corporation; and DOES 1 through 50, inclusive,

Defendants.

Case No. C25-03575

PLAINTIFF'S NOTICE OF MOTION AND MOTION FOR APPROVAL OF PAGA SETTLEMENT UNDER CALIFORNIA LABOR CODE § 2698 ET SEQ.; MEMORANDUM OF POINTS AND AUTHORITIES

Date:
Time:
Dept.:

Complaint Filed: December 4, 2025
Trial Date: None

TO THE COURT AND DEFENDANT AND ITS ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE that on _____, at _____, or as soon thereafter as the matter may be heard, before the Honorable Benjamin T. Reyes, II, Judge presiding in Department 16 of the above-referenced Court, located at 725 Court Street, Martinez, CA 94553, Plaintiff Daniel Hwang ("Plaintiff"), on behalf of himself, the State of California, and all aggrieved employees (the "PAGA Group Members"), will and hereby does move this Court pursuant to California Labor Code § 2698 *et seq*. for an order approving the PAGA Settlement Agreement ("Agreement" or "Settlement") between Plaintiff and Defendant Pyramid Consulting, Inc. ("Defendant").

This Motion will be based on this Notice of Motion, the attached Memorandum of Points and Authorities, the accompanying Declarations of Kristen M. Agnew, Max Gavron, William L. Marder, Plaintiff Daniel Hwang, and Lisa Mullins (ILYM Group), the records and file herein, and on such other evidence as may be presented at the hearing of the motion.

DATED: November 2, 2026

DIVERSITY LAW GROUP, P.C.

By: _____
Larry W. Lee
Kristen M. Agnew
Attorneys for Plaintiff

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MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

Plaintiff Daniel Hwang ("Plaintiff") moves for an order approving his settlement with Defendant Pyramid Consulting, Inc. ("Defendant") of this representative action under the Labor Code Private Attorneys General Act of 2004 ("PAGA"). The terms are set out in the PAGA Settlement Agreement (the "Settlement Agreement," "Agreement," or "Settlement"), attached as Exhibit 1 to the Declaration of Kristen M. Agnew ("Agnew Decl.").

Defendant will pay a Gross Settlement Amount of $238,725.00. *See* Agreement §§ 1.7, 4.1. No claim forms are required, and no portion of the fund will revert to Defendant. *See id.* The Settlement resolves the representative PAGA claims of all persons Defendant employed within the State of California as hourly non-exempt employees from October 14, 2024 through and including March 13, 2026 ("PAGA Group Members"). *See id*. §§ 1.18, 1.21.

The case concerns a single payroll practice. Plaintiff alleges that Defendant paid wages ten days after the close of each biweekly pay period, three days later than Labor Code section 204 permits, and that, as a staffing employer, Defendant was required by Labor Code section 201.3 to pay weekly. Defendant moved to a weekly payroll effective March 13, 2026, the last day of the PAGA Period.

The Gross Settlement Amount equals $22.50 for each of the approximately 10,610 pay periods at issue, or 22.50% of Defendant's maximum theoretical exposure of $1,061,000. That exposure figure assumes Plaintiff would prevail on every issue and that the Court would award the full statutory penalty, neither of which is assured. The Settlement was negotiated at arm's length before an experienced wage and hour mediator after Plaintiff obtained the data needed to value the claims, and its release is limited to PAGA penalties under the two timely-payment statutes at issue.

Plaintiff and his counsel believe the Settlement is fair, reasonable, and adequate, and that it serves PAGA's enforcement purposes. Plaintiff therefore asks the Court to approve the Settlement, approve the requested fees, costs, service payment, and administration expenses, order the Parties and the Administrator to carry out the Agreement, and enter judgment.

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II. FACTUAL AND PROCEDURAL BACKGROUND

The Settlement resolves the matter of *Daniel Hwang v. Pyramid Consulting, Inc.*, Contra Costa County Superior Court Case No. C25-03575 (the "Action"). *See* Agreement § 1.1. The procedural history is detailed in Section 2 of the Agreement and in the accompanying Agnew Declaration. Plaintiff briefly summarizes the pertinent facts below.

A. Plaintiff's Employment with Defendant

Defendant is a global workforce and technology solutions company that provides talent, staffing, IT consulting, and related business services to clients across a range of industries. Plaintiff was employed by Defendant as a Financial Analyst from approximately March 15, 2025 to September 12, 2025. *See* Declaration of Daniel Hwang ("Hwang Decl.") ¶ 2. He was assigned to work for a client of Defendant. *See id.* Plaintiff was paid on a biweekly basis. *See id.* ¶ 3.

B. The Initial PAGA Notice and the Complaint

On October 14, 2025, Plaintiff submitted a PAGA Notice to the Labor and Workforce Development Agency ("LWDA") and sent a copy to Defendant by certified mail. *See* Agreement § 2.1; Agnew Decl. ¶ 4, Exhibit 2. The notice alleged that Defendant violated Labor Code section 204 by failing to timely pay Plaintiff and other similarly situated employees their earned wages. *See* Agnew Decl. ¶ 4, Exhibit 2. For example, for the pay period of July 21, 2025 through August 3, 2025, the wages earned during such pay period were not paid until August 13, 2025, which is more than 7 days after the end of the pay period. *See id.* The LWDA did not respond to the notice or indicate that it intended to investigate. *See id.*

On December 4, 2025, Plaintiff filed this Action, asserting a representative PAGA claim based on Defendant's alleged failure to timely pay employees within seven days of the close of each pay period. *See* Agreement § 2.2; Agnew Decl. ¶ 5.

C. The Parties Engage in Informed Settlement Negotiations

Plaintiff's counsel investigated the claims before and after filing, including by reviewing Plaintiff's wage statements. *See* Agnew Decl. ¶ 3. Those records showed that Defendant consistently paid wages ten days after the close of the applicable pay period. *See id.*

On or about April 28, 2026, Plaintiff and Defendant (collectively, the "Parties") agreed to private

mediation with Michael Mandel, a respected wage and hour mediator. *See* Agreement § 2.3; Agnew Decl. ¶ 7. In advance of mediation, Defendant produced, through informal discovery, the number of alleged aggrieved employees and the number of pay periods in which they received wages between October 14, 2024 and March 13, 2026. *See id.* ¶ 8. Defendant also provided evidence confirming that it implemented a weekly payroll schedule effective March 13, 2026. *See id*.

On June 16, 2026, the Parties attended a half-day mediation with Mr. Mandel and reached a settlement. *See id.* § 2.4; Agnew Decl. ¶ 9 That day, the Parties executed a Memorandum of Understanding ("MOU") memorializing the material terms of the settlement. *See* Agnew Decl. ¶ 9. The Parties then negotiated the long form Agreement, which was fully executed on October 21, 2026. *See id.* ¶ 10.

D. The Supplemental PAGA Notice and the Operative Complaint

During settlement negotiations, Defendant took the position that, as a staffing employer, it is governed by Labor Code section 201.3 rather than section 204. *See* Agnew Decl. ¶ 15. On October 8, 2026, Plaintiff submitted a supplemental PAGA Notice to the LWDA, alleging that Defendant violated Labor Code section 201.3. *See* Agreement §§ 1.20, 2.5; Agnew Decl. ¶ 11, Ex. 3.

To implement the Settlement, the Parties stipulated to the filing of a First Amended Representative Action Complaint (the "Operative Complaint") that includes the claims alleged in both PAGA Notices. *See* Agreement §§ 1.13, 3. Plaintiff therefore requests leave to file the proposed First Amended Representative Action Complaint as the operative complaint in the Action. *See* Agnew Decl. ¶ 12, Ex. 4. As alleged in the Operative Complaint, Plaintiff seeks civil penalties under PAGA for Defendant's alleged policy and practice of failing to timely pay earned wages, in violation of Labor Code sections 201.3 and 204. *See id.* Defendant denies Plaintiff's claims, denies any failure to comply with the law, and denies any and all liability for the claims alleged in the Action. *See* Agreement § 2.6.

III. THE SETTLEMENT TERMS AND DISTRIBUTION OF PENALTIES

A. The PAGA Group Members

For purposes of the Settlement, "PAGA Group Members" means all persons within the State of California who are or were employed by Defendant as hourly non-exempt employees during the PAGA Period. *See* Agreement § 1.18. The PAGA Period runs from October 14, 2024 through and including

March 13, 2026. *See id*. § 1.21. Defendant estimates that there are 885 PAGA Group Members. *See* Agnew Decl. ¶ 23. Defendant has represented that there are no more than 10,610 pay periods in which a PAGA Group Member received the payment of wages during the PAGA Period ("PAGA Pay Period"). *See* Agreement §§ 1.23, 9.

B. Allocation of the Gross Settlement Amount

Defendant will pay the Gross Settlement Amount of $238,725.00 on a non-reversionary basis. *See* Agreement §§ 1.7, 4.1. The amount is protected by an escalator clause. If the actual number of Pay Periods exceeds 10,610 by more than ten percent (that is, exceeds 11,671), the Gross Settlement Amount will increase pro rata by the percentage in excess of ten percent. *See id.* §§ 1.23, 9. Alternatively, Defendant may end the PAGA Period on the date the increase would otherwise be triggered. *See id.* § 9.

Subject to Court approval, the Gross Settlement Amount will be allocated as follows:

Allocation	**Amount**
Gross Settlement amount	$238,725.00
PAGA Counsel Fees (one-third)	($79,575.00)
PAGA Counsel Expenses (capped at $10,000.00)[1]	($5,774.54)
Administration Expenses to ILYM Group (capped)	($7,450.00)
Service Award to Plaintiff	($10,000.00)
Net Settlement Amount	**$135,925.46**

See Settlement Agreement §4.2. Any portion of the requested PAGA Counsel Fees, PAGA Counsel Expenses, Administration Expenses, or Service Award that the Court does not approve will be added to the Net Settlement Amount and distributed to the LWDA and the PAGA Group Members. *See id.* §§ 1.7, 4.2(a)-(b).

The Net Settlement Amount is currently estimated at $135,925.46. *See* Agreement §§ 1.12, 4.2(d); Agnew Decl. ¶ 28. Sixty-five percent (65%) of the Net Settlement Amount, currently estimated at

[1] At the time the Parties negotiated the Settlement Agreement, PAGA Counsel had not yet determined their actual litigation costs. Accordingly, the Settlement Agreement provides for reimbursement of actual litigation costs up to $10,000.00. *See* Agreement § 4.2(a).

$88,351.55, will be paid to the LWDA. *See* Agreement § 4.2(d); Agnew Decl. ¶ 29. The remaining thirty-five percent (35%), currently estimated at $47,573.91 will be paid to PAGA Group Members. *See* Agreement § 4.2(d); Agnew Decl. ¶ 29.

C. Distribution to PAGA Group Members

Individual PAGA Payments will be calculated *pro rata* based on Pay Periods. *See* Agreement § 4.2(e). The Administrator will divide the PAGA Group Members' 35% share of the Net Settlement Amount ($47,573.91) by the total number of Pay Periods worked by all PAGA Group Members, then multiply that value by the number of Pay Periods each PAGA Group Member worked. *See id.* §§ 1.8, 1.23, 4.2(e). Based on current estimates, the average Individual PAGA Payment will be approximately $4.48 per Pay Period. *See* Agnew Decl. ¶ 30.

No claim form is required. Individual PAGA Payments will be treated entirely as penalties, paid without deductions or withholdings, and reported on IRS Form 1099. *See* Agreement § 4.2(f). The Administrator will mail the Settlement Notice with each check. *See id.* §§ 1.27, 7.4. Checks will remain negotiable for 180 days, after which the Administrator will transmit any uncashed funds to the California Controller's Unclaimed Property Fund in the name of the PAGA Group Member. *See id.* § 7.6. Consistent with the representative nature of a PAGA action, PAGA Group Members may not object to or opt out of the Settlement. *See id.* § 7.5.

D. The Released PAGA Claims

Upon Defendant's full funding of the Gross Settlement Amount, Plaintiff, the LWDA, and the PAGA Group Members will release the Released PAGA Claims against the Released Parties. *See* Agreement § 8.1. The Released Parties are Defendant and its current and former officers, directors, employees, and agents. *See id.* § 1.25. The Released PAGA Claims are:

> All claims for civil penalties under the California Private Attorneys General Act, California Labor Code § 2698, et. seq. that could have been sought by the State of California Labor Commissioner for the violations of Labor Code §§ 201.3 and 204 identified in the Action and/or the PAGA Notices. The Released PAGA Claims are limited to the PAGA Period.

See id. § 1.24. The release is narrow. It reaches only PAGA civil penalties, only for the two timely-payment statutes identified in the PAGA notices, and only for the PAGA Period. It does not release any PAGA Group Member's individual claims for wages or statutory penalties. *See id.* § 8.1.

IV. THE SETTLEMENT IS FAIR, REASONABLE AND ADEQUATE

A. The Standard for Approval

The Court must review and approve any settlement of a PAGA action. Lab. Code § 2699(s)(2). Because a PAGA plaintiff sues as the State's proxy, the inquiry does not turn on what individual employees will receive. Rather, "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." *Moniz v. Adecco USA, Inc.*, 72 Cal.App.5th 56, 77 (2021), *disapproved on another ground by Turrieta v. Lyft, Inc.*, 16 Cal.5th 664, 710-711 (2024); *see also Kang v. Wells Fargo Bank, N.A.*, 2021 WL 5826230, at *15 (N.D. Cal. 2021).

In conducting that review, courts may consider the factors used to evaluate class action settlements, so long as they are applied through the lens of PAGA's enforcement objectives. Those factors include the strength of the claims, the risk and expense of further litigation, the stage of the proceedings, and the amount offered in settlement. *Moniz*, 72 Cal.App.5th at 76-77; *Kullar v. Foot Locker Retail*, 168 Cal.App.4th 116, 126 (2008); *Dunk v. Ford Motor Co.*, 48 Cal.App.4th 1794, 1801 (1996). The court has "broad discretion in making this determination." *In re Microsoft I-V Cases*, 135 Cal.App.4th 706, 723 (2006).

B. The Settlement Is the Product of Informed, Arm's Length Negotiations

The Settlement was reached only after Plaintiff's counsel investigated the claims, obtained the pay period data needed to calculate Defendant's exposure, and negotiated at arm's length before an experienced wage and hour mediator. *See* Agreement §§ 2.3-2.4, 10.16; Agnew Decl. ¶¶ 7-9. Counsel evaluated the strengths of the alleged violations, Defendant's defenses, and the uncertainty, delay, and expense of continued litigation. *See* Agnew Decl. ¶¶ 14-22. The Settlement provides an immediate, certain, and meaningful result in place of further contested proceedings.

C. The Settlement Serves PAGA's Purposes

PAGA is "fundamentally a law enforcement action designed to protect the public," not merely a vehicle for private recovery. *Moniz*, 72 Cal.App.5th at 77; *Arias*, 46 Cal.4th at 980. This Action has already achieved on of PAGA's core purposes: remediating the alleged violation. Within five months of receiving Plaintiff's PAGA notice, and three months after Plaintiff filed suit, Defendant abandoned the

challenged practice and moved to a weekly payroll effective March 13, 2026. *See* Agnew Decl. ¶ 8. The Gross Settlement Amount, $22.50 for every Pay Period at issue, imposes a real economic consequence that will deter future violations. And the Settlement secures penalties for the State now, rather than risking a smaller recovery, or none, after further litigation. At the same time, the Settlement is not unjust, arbitrary and oppressive, or confiscatory in light of Defendant's potential exposure and the litigation risks discussed below.

D. Maximum Potential PAGA Exposure

The civil penalty for an initial failure to timely pay wages under sections 201.3 and 204 is $100 for each failure to pay each employee. Lab. Code § 210(a)(1).[2] Because the Section 201.3 and Section 204 theories challenge the same late payments, PAGA Counsel calculated exposure on the basis of one penalty per pay period. *See* Agnew Decl. ¶ 23

Defendant has represented that there are no more than 10,610 pay periods during the PAGA Period in which a PAGA Group Member received the payment of wages. *See* Agreement § 9. Assuming Plaintiff prevailed and the Court awarded the full penalty, PAGA Counsel calculated Defendant's maximum potential exposure at $1,061,000 (10,610 Pay Periods × $100). *See* Agnew Decl. ¶ 25. The Gross Settlement Amount represents approximately 22.50% of that figure. *See id.*

E. Defendant's Realistic Exposure in Light of Its Defenses and the Cour's Discretion

The maximum figure overstates Defendant's realistic exposure because it disregards both the merits risk and the Court's discretion over the amount of any penalty. *See* Agnew Decl. ¶ 26. Defendant denied, and continues to deny, Plaintiff's allegations. *See* Agreement §§ 2.6-2.7.

Defendant contends that, as a staffing employer, its pay practices are governed by section 201.3 rather than section 204. *See* Agnew Decl. ¶¶ 15, 17. Defendant implemented weekly payroll before Plaintiff submitted his supplemental PAGA notice alleging violations of Labor Code section 201.3. *See id.* ¶ 17. Based on that timing, Defendant argues that Labor Code § 2699(g)(1) caps penalties for those violations at 15 percent of the amount sought. *See id.*

[2] The higher penalty for subsequent violations does not apply until the employer has been notified that its conduct violates the Labor Code. *See Amaral v. Cintas Corp. No. 2*, 163 Cal.App.4th 1157, 1209 (2008). Also, the record does not suggest the late payments were willful.

Even if Plaintiff prevailed on liability, the Court would retain discretion under Labor Code section 2699(e)(2) to reduce any penalty award it found "unjust, arbitrary and oppressive, or confiscatory." *See* Agnew Decl. ¶ 18. Although "PAGA penalties ... are mandatory, not discretionary" in the sense that penalties must be awarded upon a showing of a Labor Code violation, the amount awarded remains subject to reduction based on the facts and circumstances of the case. *Amaral*, 163 Cal.App.4th at 1213; Lab. Code § 2699(e)(2).

California courts regularly exercise that discretion. In *Carrington v. Starbucks Corp.*, the plaintiff prevailed on his PAGA claim at trial, yet the trial court reduced the maximum penalty by 90 percent based on the employer's good faith efforts to comply with the law, and the Court of Appeal affirmed. 30 Cal.App.5th 504, 517, 539 (2018). In *Raines v. Coastal Pacific Food Distributors, Inc.*, the Court of Appeal recognized that trial courts may reduce PAGA penalties for technical or inadvertent violations, particularly where the violations caused little or no injury. 23 Cal.App.5th 667, 681 (2018). And in *Thurman v. Bayshore Transit Management, Inc.*, the Court of Appeal upheld a substantial reduction in PAGA penalties where the employer was not initially on notice of the violations and took steps to come into compliance once made aware of them. 203 Cal.App.4th 1112, 1136 (2012).

Those considerations apply squarely here. The alleged violation concerns when wages were paid, not whether they were paid. Plaintiff's records show that wages were paid ten days after the close of each pay period, three days later than section 204 allows, and Plaintiff does not allege that any wages went unpaid. Defendant also came into compliance by moving to weekly payroll as of March 13, 2026. *See* Agnew Decl. ¶¶ 20, 21.

Taking these risks into account, PAGA Counsel evaluated Defendant's exposure under a range of outcomes:

Scenario	**Penalty Per Pay Period**	**Exposure (10,610 Pay Periods)**	**Gross Settlement Amount as % of Exposure**
Full statutory penalty	$100	$1,061,000	22.50%
50% reduction	$50	$530,500	45%
90% reduction (as in *Carrington*)	$10	$106,100	225%

See Agnew Decl. ¶ 22. Given the technical nature of the alleged violation and Defendant's prompt

remediation, the Court could use *Carrington* as benchmark. *See* Agnew Decl. ¶¶ 20, 21. Even under the more modest 50 percent reduction, the Gross Settlement Amount would recover nearly half of Defendant's exposure, without accounting for the liability risks described above. In PAGA Counsel's view, the result is excellent for both the State and the PAGA Group Members. *See id*. ¶ 23; Declaration of Max Gavron ("Gavron Decl.") ¶ 3; Declaration of William L. Marder ("Marder Decl.") ¶¶ 2, 3.

F. The Benefits of Settlement

The Settlement provides immediate and certain relief to the LWDA and the PAGA Group Members while avoiding the risks, delay, and expense of continued litigation, including any appeal. Payments are allocated by Pay Periods, so each PAGA Group Member's share is proportional to the period during which he or she was subject to the alleged violation. *See* Agreement § 4.2(e). No claim forms are required, and PAGA Group Members retain their individual claims for wages and statutory penalties. *See id.* §§ 1.7, 8.1. The certainty of this recovery outweighs the possibility of a larger, but highly uncertain, recovery after protracted litigation.

V. THE COURT SHOULD APPROVE THE REQUESTED ATTORNEYS' FEES AND COSTS

A. PAGA Counsel Fees

PAGA Counsel requests attorneys' fees of $79,575.00, one-third of the Gross Settlement Amount. *See* Agreement § 4.2(a). Labor Code section 2699(k)(1) provides for the recovery of attorneys' fees and costs in any successful action brought under PAGA.

Although this is not a class action, courts evaluating fee requests in representative wage and hour settlements have recognized that the percentage-of-the-benefit method provides a useful and appropriate framework for determining a reasonable fee. *Wershba v. Apple Computer, Inc*., 91 Cal. App. 4th 224, 254 (2001); *Laffitte v. Robert Half Int'l Inc.*, 1 Cal.5th 480, 503 (2016). Under that approach, the Court's objective is to award a fee that approximates the market rate for contingent representation and fairly compensates counsel for the result achieved. *See Laffitte*, 1 Cal.5th at 503; *Serrano v. Priest*, 20 Cal.3d 25, 48 (1977).

The requested fee of one-third of the Gross Settlement Amount is consistent with the market rate commonly approved in wage and hour representative actions. Courts have repeatedly recognized that

one-third of the common fund falls within the range of reasonable fee awards, particularly where counsel undertook the matter on a fully contingent basis and achieved a substantial result without prolonged litigation through trial. *See Amaro v. Anaheim Arena Management, LLC*, 69 Cal.App.5th, 521 (2021) ("Fee awards in class actions average around one-third of the recovery regardless of whether the percentage method or the lodestar method is used"); *Chavez v. Netflix, Inc*., 162 Cal.App.4th 43, 66 (2008) ("Empirical studies show that, regardless whether the percentage method or the lodestar method is used, fee awards in class actions average around one-third of the recovery"); *Martin v. AmeriPride Servs.*, 2011 U.S. Dist. LEXIS 61796, 23 (S.D. Cal. 2011)(recognizing that "courts may award attorney's fees in the 30-40% range in wage and hour class actions that result in recovery of a common fund under $10 million").

That percentage is especially appropriate given the risks PAGA Counsel assumed. Counsel undertook the representation on a fully contingent basis and advanced time and expenses with no guarantee of recovery. *See* Agnew Decl. ¶ 44; Marder Decl. ¶ 6. Counsel faced contested liability, including Defendant's contention that a different statute governed its payroll practices, and the risk that the Court would substantially reduce any penalty award. *See* Agnew Decl. ¶ 44. Counsel nonetheless secured a meaningful recovery efficiently, without the delay and expense of contested motion practice or trial.

The fee request is also reasonable under a lodestar cross-check. Under that method, a base fee is calculated from the time reasonably spent on the case and counsel's reasonable hourly rates. *Serrano*, 20 Cal.3d at 48. The Court may adjust the lodestar with a multiplier to account for factors such as the novelty and difficulty of the case, its contingent nature, and the degree of success achieved. *Id.* at 49; *see also Ketchum v. Moses*, 24 Cal.4th 1122, 1132-36 (2001); *Thayer v. Wells Fargo Bank*, 92 Cal.App.4th 819, 834 (2001). PAGA Counsel's hours and rates are as follows:

Counsel	**Total Hours**	**Hourly Rate**	**Lodestar**
Kristen M. Agnew	46.00	$900.00	$41,400
Max Gavron	37.40	$750.00	$28,050
TOTAL	83.40		69,450

See Agnew Decl. ¶¶ 41-42, Ex. 5; Gavron Decl. ¶ 13, Exhibit ¶ 1. The requested fee of $79,575.00 represents a multiplier of 1.15 on PAGA Counsel's lodestar. The lodestar cross-check therefore supports the reasonableness of the request.

B. The PAGA Counsel Expenses Payment

PAGA Counsel requests reimbursement of litigation costs of ($5,774.54), within the Agreement's $10,000.00 cap. *See* Agreement § 4.2(a). Each of these costs was necessarily incurred in prosecuting the Action, including LWDA filing fees, court filing fees, service costs, and mediation fees. *See* Agnew Decl. ¶ 43, Ex. 6. The requested costs should be approved as fair and reasonable.

VI. THE COURT SHOULD APPROVE THE SERVICE AWARD

Plaintiff requests a Service Award of $10,000.00 in recognition of his efforts and risks in helping prosecute the Action. *See* Agreement §§ 1.26, 4.2(b). Plaintiff stepped forward to enforce the Labor Code on behalf of the State and his coworkers. He gave counsel documents, including his wage statements, and information, and he remained available throughout the litigation and mediation. *See* Hwang Decl. ¶ 5. He estimates that he devoted approximately 60 hours to the case. *See id.*

Plaintiff will also give a general release of all known and unknown claims against the Released Parties, including a waiver of Civil Code section 1542. *See* Agreement § 8.2. That release is far broader than the one given by other PAGA Group Members. The request is reasonable and should be approved.

VII. THE COURT SHOULD APPROVE THE ADMINISTRATOR EXPENSES PAYMENT

The Parties jointly selected ILYM Group to serve as Administrator. *See* Agreement §§ 1.2, 6.1.1; Declaration of Lisa Mullins ("Admin. Decl.") ¶ 2, Ex. A. ILYM will establish a qualified settlement fund and issue payments and tax forms to the PAGA Group Members, the LWDA, Plaintiff, and PAGA Counsel. *See* Agreement §§ 6.2-6.3. ILYM will also mail the Settlement Notice (Exhibit A to the Agreement) with each check, and will run skip traces and re-mail any undeliverable checks. *See id.* §§ 1.27, 7.4. ILYM's fees are capped at $7,450.00. *See id.* §§ 1.3, 4.2(c); Admin. Decl. ¶¶ 6-7, Ex. C. Based on PAGA Counsel's experience in other class and PAGA settlements, those costs are fair and reasonable. *See* Agnew Decl. ¶ 45.

VIII. NOTICE TO THE LWDA HAS BEEN PROVIDED

Concurrently with filing this Motion, Plaintiff submitted the Agreement and this Motion to the

LWDA through its online portal. *See* Agnew Decl. ¶ 46, Ex. ¶ 6. Plaintiff will also submit a copy of the Court's judgment to the LWDA within 10 days after entry. *See* Lab. Code § 2699(s)(3).

IX. CONCLUSION

The Settlement is fair, reasonable, and adequate, and it serves PAGA's purposes of remediating violations, deterring future ones, and maximizing enforcement of the Labor Code. Plaintiff respectfully requests that the Court:

1. Approve the Settlement as set forth in the Agreement;
2. Approve the requested PAGA Counsel Fees of $79,575.00 and PAGA Counsel Expenses of $5,774.54;
3. Approve the Service Award of $10,000.00 to Plaintiff;
4. Approve Administration Expenses of $7,450.00 to ILYM Group;
5. Order the Parties and the Administrator to carry out the Settlement according to the terms of the Agreement; and
6. Enter the concurrently lodged [Proposed] Order Granting Approval of PAGA Settlement and Judgment.

DATED: November 2, 2026

DIVERSITY LAW GROUP, P.C.

By: _____
Larry W. Lee
Kristen M. Agnew
Attorneys for Plaintiff