Arrash T. Fattahi (SBN 333676)
arrash.fattahi@wilshirelawfirm.com
Arman A. Salehi (SBN 351112)
arman.salehi@wilshirelawfirm.com
WILSHIRE LAW FIRM
660 S. Figueroa St., Sky Lobby
Los Angeles, California 90017
Telephone: (213) 381-9988
Facsimile: (213) 381-9989

Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN JOAQUIN

MONIQUE PERRY, on behalf of the State of California and other aggrieved persons,

Plaintiff,

v.

CONNECTED INTERNATIONAL INC., an unknown entity; and DOES 1 through 10, inclusive,

Defendants.

Case No.: STK-CV-UOE-2023-0006849

[*Assigned to*: Hon. John R. Soldati, Dept. 10D]

PLAINTIFF'S NOTICE OF MOTION AND MOTION FOR APPROVAL OF PAGA SETTLEMENT; MEMORANDUM OF POINTS AND AUTHORITIES

[Filed concurrently with Declaration of Arrash T. Fattahi; Declaration of Plaintiff Monique Perry; Declaration of Lisa Mullins; and [Proposed] Order]

Approval Hearing Dates (Proposed):
Hearing Date: December 15, 2026
December 16, 2026
December 17, 2026
December 18, 2026
December 22, 2026
Time: 9:00 a.m.
Dept.: 10D

Complaint filed: July 5, 2023
Trial date: Not Set

TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE that on _____, at 9:00 a.m., or as soon thereafter as the matter may be heard in Department 10D of the above-entitled Court, located at 180 East Weber Avenue, Stockton, California 95202, Plaintiff Monique Perry ("Plaintiff") will and hereby does move for an order approving the settlement of the PAGA claim alleged against Defendant Connected International Inc. ("Defendant") in accordance with Labor Code § 2699, subdivision (l). The proposed settlement is set forth in the accompanying PAGA Settlement Agreement ("Settlement Agreement").

This Motion will be based on this notice, the accompanying points and authorities, the Declaration of Arrash T. Fattahi, the Declaration of Plaintiff Monique Perry, the Declaration of Lisa Mullins, the complete files and records in this action, and such other evidence and argument as may be presented at or before the hearing. The Labor and Workforce Development Agency has been served with this motion and the Settlement Agreement as set forth in the accompanying proof of service.

Dated: October 30, 2026

WILSHIRE LAW FIRM

By: _____

Arrash T. Fattahi
Arman A. Salehi

Attorneys for Plaintiff

TABLE OF CONTENTS

I. INTRODUCTION 6

II. RELEVANT FACTS AND PROCEDURAL HISTORY 6

III. TERMS OF THE PAGA SETTLEMENT 8

A. Aggrieved Employees 8

B. Settlement Terms 8

C. Releases 10

D. Settlement Administration 11

IV. THE COURT SHOULD GRANT APPROVAL OF THE PAGA SETTLEMENT 12

A. Legal Standard 12

B. The PAGA Penalties Secured by the Settlement Are Genuine and Meaningful and Fulfill PAGA's Underlying Purpose to Benefit the Public 14

C. The Settlement Is Reasonable Given the Risks of Further Litigation 15

V. THE ATTORNEYS' FEES AND COSTS ARE FAIR AND REASONABLE 19

A. Plaintiff's Counsel's Requested Attorneys' Fees Are Reasonable Under the Common Fund Method 19

B. A Lodestar Cross-Check Confirms the Reasonableness of the Requested Fee 21

C. Plaintiff's Counsel's Rates Are Similar to Those Approved by California Courts in Comparable Cases 23

D. PAGA Counsel's Costs Are Reasonable 24

VI. THE REQUESTED PAGA REPRESENTATIVE SERVICE PAYMENT TO PLAINTIFF IS REASONABLE 24

VII. CONCLUSION 25

TABLE OF AUTHORITIES

Cases

Amaral v. Cintas Corp. No. 2, 163 Cal.App.4th 1157 (2008) 18

Carrington v. Starbucks Corp., 30 Cal.App.5th 504 (2018) 15

City and County of San Francisco v. Sweet, 12 Cal.4th 105 (1995) 20

Dunk v. Ford Motor Co., 48 Cal.App.4th 1794 (1996) 13

Gouskos v. Aptos Village Garage, Inc., 94 Cal.App.4th 754 (2001) 19

Graciano v. Robinson Ford Sales, Inc., 144 Cal.App.4th 140 (2006) 19

Huff v. Securitas Sec. Servs. USA, Inc., 23 Cal.App.5th 745 (2018) 13

In re Consumer Privacy Cases, 175 Cal.App.4th 545 (2009) 21

Iskanian v. CLS Transportation Los Angeles, LLC, 59 Cal.4th 348 (2014) 6, 14

Kim v. Reins Int'l California, Inc., 9 Cal.5th 73 (2020) 13

Kullar v. Foot Locker Retail, Inc., 168 Cal.App.4th 116 (2008) 13

Laffitte v. Robert Half Int'l, Inc., 1 Cal.5th 480 (2016) 21

Lealao v. Beneficial Cal., Inc., 82 Cal.App.4th 19 (2000) 20

Melnyk v. Robledo, 64 Cal.App.3d 618 (1976) 21

Moniz v. Adecco USA, Inc., 72 Cal.App.5th 56 (2021) 13

PLCM Group, Inc. v. Drexler, 22 Cal.4th 1084 (2000) 21

Quinn v. State of California, 15 Cal.3d 162 (1975) 20

Serrano v. Priest, 20 Cal.3d 25 (1977) 19

ZB, N.A. v. Superior Court, 8 Cal.5th 175 (2019) 6, 9, 13

Federal Cases

Boeing Co. v. Van Gemert, 444 U.S. 472 (1980) 21

Cardenas v. McLane Foodservice, Inc., 2011 U.S. Dist. LEXIS 13126 (C.D. Cal. Jan. 31, 2011) 15

Echavez v. Abercrombie & Fitch Co., 2017 WL 3669607 (C.D. Cal. Mar. 23, 2017) 14

Fleming v. Covidien, 2011 U.S. Dist. LEXIS 154590 (C.D. Cal. Aug. 12, 2011) 15

Flores v. Starwood Hotels & Resorts Worldwide, Inc., 253 F.Supp.3d 1074 (C.D. Cal. 2017) ...13
In re Activision Securities Litigation, 723 F.Supp. 1373 (N.D. Cal. 1989) 20
Jordan v. TCS Grp., Inc., 2018 WL 1409590 (C.D. Cal. Jan. 5, 2018) 14
Linney v. Cellular Alaska Partnership, 151 F.3d 1234 (9th Cir. 1998) 18
McKenzie v. Federal Exp. Corp., 765 F.Supp.2d 1222 (C.D. Cal. 2011) 14
O'Connor v. Uber Technologies, Inc., 201 F.Supp.3d 1110 (N.D. Cal. 2016) 13
Vincent v. Hughes Air West, Inc., 557 F.2d 759 (9th Cir. 1977) 20

Statutes

Cal. Labor Code § 226 17
Cal. Labor Code § 2699 (as in effect prior to June 19, 2024) 2
Cal. Labor Code § 2699.3 6

Treatises

Newberg on Class Actions (4th ed. 2002) § 14:6 21

MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

Plaintiff Monique Perry ("Plaintiff") and Defendant Connected International Inc. ("Defendant") (Plaintiff and Defendant collectively, the "Parties") reached a settlement of the Labor Code Private Attorneys General Act of 2004, Cal. Labor Code § 2698, *et seq.* ("PAGA") claim asserted in this action. In accordance with Labor Code § 2699, subdivision (l), Plaintiff now asks this Court to review and approve the settlement of Plaintiff's PAGA claim. This is a PAGA settlement for civil penalties; it is not a class settlement and does not release the individual wage claims, if any, of the affected employees other than those of Plaintiff. Cal. Labor Code § 2699(g)(1); *Iskanian v. CLS Transportation*, 59 Cal.4th 348, 381 (2014); *ZB, N.A. v. Superior Court*, 8 Cal.5th 175, 182 (2019) (unpaid wages are not recoverable under PAGA).

The PAGA settlement is set forth in the accompanying PAGA Settlement Agreement ("Settlement Agreement"). A true and correct copy of the Settlement Agreement is attached as Exhibit B to the Declaration of Arrash T. Fattahi in Support of Plaintiff's Motion for Approval of PAGA Settlement ("Fattahi Decl."), filed concurrently herewith. Capitalized terms shall have the same meaning as defined in the Settlement Agreement. Plaintiff submitted the Settlement Agreement to the Labor and Workforce Development Agency ("LWDA") on October 29, 2026, concurrently with the filing of this Motion. Fattahi Decl. ¶ 17, Exs. E, F.

II. RELEVANT FACTS AND PROCEDURAL HISTORY

On July 5, 2023, Plaintiff filed this action as a representative action against Defendant seeking civil penalties pursuant to PAGA (the "PAGA Action") based on alleged violations of laws pertaining to: (1) failure to pay for all hours worked, including minimum, straight time, and overtime wages; (2) failure to provide meal periods; (3) failure to authorize and permit rest periods; (4) failure to pay all wages earned twice per month; (5) failure to maintain accurate employment records; (6) failure to pay all or timely wages during employment or at separation; (7) failure to furnish accurate itemized wage statements; and (8) failure to reimburse business expenses. Settlement Agreement ¶¶ 1.1, 1.20, 2.1; Fattahi Decl. ¶ 2.

Pursuant to Labor Code section 2699.3, subdivision (a), Plaintiff gave timely written

notice on May 1, 2023, to the LWDA and Defendant of the specific provisions of the Labor Code alleged to have been violated, including the facts and theories in support (LWDA-CM-952047-23). Settlement Agreement ¶ 1.25; Fattahi Decl. ¶ 3, Ex. A.

Thereafter, the Parties met and conferred and agreed to mediate the PAGA Action with Scott Radovich, Esq. ("Mr. Radovich"), a well-respected and experienced mediator in wage-and-hour class and representative actions. Settlement Agreement ¶ 2.2; Fattahi Decl. ¶ 5. In advance of mediation, PAGA Counsel conducted a thorough investigation into the facts of, and applicable law to, the PAGA Action. Settlement Agreement ¶ 2.5; Fattahi Decl. ¶ 4. Prior to mediation, Plaintiff obtained through informal discovery Defendant's operative employee handbook, policies and procedures related to the claims alleged, Plaintiff's personnel file and payroll and time records, and a sampling of time and pay records for the Aggrieved Employees, which PAGA Counsel analyzed with the assistance of an expert consultant to properly evaluate the strengths and weaknesses of the claims and engage in meaningful settlement discussions. *Id.*

On April 24, 2024, the Parties engaged in a mediation session before Mr. Radovich. Settlement Agreement ¶ 2.2; Fattahi Decl. ¶ 5. With the help of Mr. Radovich, the Parties were able to reach an agreement on the principal settlement terms at mediation. *Id.* Thereafter, the Parties engaged in further settlement discussions, fully executed a Memorandum of Understanding ("MOU") in October 2025, and then negotiated, finalized, and executed the long-form Settlement Agreement in June 2026. Settlement Agreement ¶¶ 2.3, 2.4; Fattahi Decl. ¶¶ 5-6. The settlement was negotiated in light of all known facts and circumstances and the uncertainty associated with litigation, including the risk of Plaintiff not being able to maintain representative claims, the difficulty of proving Plaintiff's claims in a manageable trial, the merits of Defendant's potential defenses, and the significant delay and potential appellate issues inherent to litigation, and was reached after extensive arm's-length negotiations, with the assistance of Mr. Radovich. *Id.*

///

///

III. TERMS OF THE PAGA SETTLEMENT

A. Aggrieved Employees

"Aggrieved Employee" means all non-exempt employees employed by Defendant in California and paid by Defendant for work performed at any time during the PAGA Period. Settlement Agreement ¶ 1.5. The "PAGA Period" is the period from May 1, 2022, through the date the Court signs the Approval Order, unless adjusted at Defendant's election pursuant to Paragraph 9 of the Settlement Agreement. *Id.* ¶ 1.27. Based on a review of its records at the time of mediation, Defendant estimated that there were approximately 374 Aggrieved Employees who worked a total of approximately 8,639 PAGA Pay Periods between May 1, 2022 and April 24, 2024. *Id.* ¶¶ 5.1, 9. Under the Settlement Agreement's escalator clause, if the number of PAGA Pay Periods exceeds 9,935 (i.e., more than 15% above the 8,639 pay periods Defendant estimated at mediation), Defendant may elect either to end the PAGA Period on the last date on which there are no more than 9,935 pay periods at issue or to contribute a proportionate increase to the Gross Settlement Amount. In either event, the PAGA Period cannot extend past the date of the Court's order approving the Settlement, and the Administrator's certification of completion will identify the final PAGA Period. *Id.* ¶¶ 1.27, 9; Fattahi Decl. ¶ 6 & n.1.

B. Settlement Terms

The Settlement Agreement negotiated by the Parties provides for a non-reversionary Gross Settlement Amount ("GSA") of $200,000.00 to resolve the PAGA Action. Settlement Agreement ¶¶ 1.13, 4.1; Fattahi Decl. ¶ 12. The GSA will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, the PAGA Counsel Fees Payment, the PAGA Counsel Litigation Expenses Payment, the PAGA Representative Service Payment, and the Administration Expenses Payment. Settlement Agreement ¶ 1.13; Fattahi Decl. ¶ 12. After deducting the PAGA Representative Service Payment ($10,000.00), the PAGA Counsel Fees Payment ($66,666.67), the PAGA Counsel Litigation Expenses Payment ($10,310.72), and the Administration Expenses Payment ($5,350.00) from the GSA, the amount remaining is the Net Settlement Amount ("NSA"). Settlement Agreement ¶ 1.19; Fattahi Decl. ¶ 12. The NSA, which

is estimated to be $107,672.61, shall be distributed as PAGA Penalties with 75% of the NSA allocated to the LWDA PAGA Payment ($80,754.46) and 25% of the NSA allocated to Individual PAGA Payments ($26,918.15). Settlement Agreement ¶¶ 4.3.1, 4.3.2; Fattahi Decl. ¶ 12.

PAGA Penalties: The NSA will be distributed as PAGA Penalties with seventy-five percent (75%) allocated to the LWDA PAGA Payment and the remaining twenty-five percent (25%) allocated to the Individual PAGA Payments for Aggrieved Employees. Settlement Agreement ¶¶ 4.3.1, 4.3.2. This 75/25 allocation is required by Labor Code § 2699, subdivision (i), as explained by *ZB, N.A. v. Superior Court*, 8 Cal.5th 175 (2019).

Individual PAGA Payments: The Administrator will calculate each Individual PAGA Payment by (a) dividing the total amount payable to Aggrieved Employees by the total number of PAGA Pay Periods, and (b) multiplying the result by each Aggrieved Employee's individual PAGA Pay Periods, as listed in the Aggrieved Employee Data. Settlement Agreement ¶ 4.3.2.1. A "PAGA Pay Period" is any pay period during the PAGA Period in which an Aggrieved Employee (1) worked for Defendant in California for at least one day in a non-exempt capacity and (2) earned wages for hours worked and/or sick leave during the pay period. *Id.* ¶ 1.26.

PAGA Representative Service Payment: Subject to Court approval, Plaintiff shall be paid a PAGA Representative Service Payment of not more than $10,000.00 for initiating the Action, providing services in support of the Action, and as consideration for Plaintiff's general release of claims in favor of the Released Parties. Settlement Agreement ¶¶ 1.28, 4.2.1. This payment is in addition to any Individual PAGA Payment Plaintiff is entitled to receive as an Aggrieved Employee. *Id.* ¶ 4.2.1.

PAGA Counsel Fees Payment: Subject to Court approval, PAGA Counsel shall be entitled to receive an award of reasonable attorneys' fees of not more than one-third (1/3) of the GSA, which is currently estimated to be $66,666.67. Settlement Agreement ¶ 4.2.2.

PAGA Counsel Litigation Expenses Payment: Per the Settlement Agreement, PAGA Counsel shall be entitled to request reimbursement of litigation costs not to exceed $20,000.00. Settlement Agreement ¶ 4.2.2. PAGA Counsel seeks reimbursement of actual costs incurred in

the amount of $10,310.72. Fattahi Decl. ¶ 14, Ex. C. The remaining $9,689.28 will therefore remain in the NSA to be distributed as PAGA Penalties to the LWDA and Aggrieved Employees. *Id.*; Settlement Agreement ¶ 4.2.2.

Administration Expenses Payment: The Parties agreed to appoint ILYM Group, Inc. ("ILYM") as the Administrator for the Settlement. Settlement Agreement ¶¶ 1.2, 8.1. The Administration Expenses Payment, which is not to exceed $5,350.00, shall be paid from the GSA. *Id.* ¶ 4.2.3; Fattahi Decl. ¶ 16, Ex. D. To the extent the Administration Expenses are less than ILYM's "not to exceed" bid, the remainder will be retained in the NSA. Settlement Agreement ¶ 4.2.3.

C. Releases

Plaintiff's Release: In exchange for the PAGA Representative Service Payment, Plaintiff provides a general release: "Plaintiff and Plaintiff's former or present spouses, representatives, agents, attorneys (including PAGA Counsel), heirs, administrators, successors, and assigns ('Plaintiff's Releasors') generally, release and discharge Released Parties from all claims, transactions, or occurrences that occurred through the date of Plaintiff's execution of this Agreement ('Plaintiff's General Release')." Settlement Agreement ¶¶ 1.28, 6.1. Plaintiff's General Release includes an express waiver of California Civil Code section 1542. *Id.* ¶ 6.1.

Aggrieved Employees' Release: "As of the Judgment Date, the 'Released Claims' are defined as all claims alleged in the Operative Complaint or filings with the LWDA, or which could have been alleged based on the facts, allegations, and legal theories raised in them, and which arose during PAGA Release Period, as applicable to the specific claim. Without limiting the foregoing, Released Claims shall include any and all claims for civil penalties or causes of action arising under and/or assertable under PAGA regarding unpaid wages, including but not limited to failure to pay minimum wages, straight time wages, overtime compensation, double time compensation, and interest; failure to timely pay regular and final wages; failure to provide compliant meal and rest periods; failure to pay premiums at all or at the correct rate for any violation of meal and rest periods; invalid meal period waivers or on-duty meal period agreements; failure to reimburse for necessary business expenditures; payment for all hours

worked; wage statements and paystubs, including wage statements and paystubs furnished or available in physical, electronic, or other forms; failure to keep accurate records; unfair business practices related thereto; and any and all related penalties, including recordkeeping penalties, wage statement penalties, minimum wage penalties, waiting time penalties, and other statutory or civil penalties associated with any of the foregoing ('Released Claims'). . . . The release excludes the release of claims not permitted by law." Settlement Agreement ¶ 6.2. "['] Released PAGA Claims[']shall not be construed as releasing claims for matters not assertable under PAGA (except for Plaintiff's individual full release), and/or claims for unemployment insurance, disability, or workers' compensation insurance." *Id.* ¶ 6.3.

PAGA Counsel's Release: "PAGA Counsel releases, on behalf of its present and former attorneys, employees, agents, successors and assigns, the Released Parties from all claims for attorneys' fees and costs incurred in connection with pursuing the Actions." Settlement Agreement ¶ 6.4. The releases take effect upon the Judgment Date. *Id.* ¶ 6.1.

D. Settlement Administration

Within thirty (30) days of the Judgment Date, Defendant will deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. Settlement Agreement ¶¶ 1.6, 5.2. The Administrator must maintain the Aggrieved Employee Data in confidence and use it only for purposes of this Settlement, and the Parties and their counsel will use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employee Data. *Id.* ¶ 5.2.

Defendant shall fund the GSA by transmitting the funds to the Administrator within thirty (30) days of the Judgment Date. Settlement Agreement ¶ 5.3. The Administrator will hold the funds in a Qualified Settlement Fund that earns market-rate interest, which will be shared proportionally by the Aggrieved Employees and the LWDA. *Id.* ¶ 8.2. No money will be distributed unless and until the Effective Date occurs. *Id.* ¶¶ 1.12, 3.2.

Within fourteen (14) days after (a) Defendant fully funds the GSA, (b) the occurrence of the Effective Date, and (c) notice of the Effective Date is given to the Administrator, the Administrator shall issue all payments under the Settlement. Settlement Agreement ¶ 5.4.

Disbursement of the PAGA Counsel Fees Payment, the PAGA Counsel Litigation Expenses Payment, and the PAGA Representative Service Payment shall not precede disbursement of the Individual PAGA Payments and/or the LWDA PAGA Payment. *Id.* The Administrator will mail Individual PAGA Payment checks to Aggrieved Employees via First-Class U.S. Mail, together with the Settlement Notice attached as Exhibit A to the Settlement Agreement, after updating mailing addresses through the National Change of Address database. *Id.* ¶¶ 1.33, 5.4.1. The Administrator must conduct an Aggrieved Employee Address Search for all Aggrieved Employees whose checks are returned undelivered without a United States Postal Service ("USPS") forwarding address and, within seven (7) days of receiving a returned check, must re-mail the check to the USPS forwarding address provided or to an address ascertained through the Aggrieved Employee Address Search. *Id.* ¶ 5.4.2.

The face of each Individual PAGA Payment check will state a void date not less than 180 days and not more than 200 days after the date of mailing. Settlement Agreement ¶ 5.4.1. For any Aggrieved Employee whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California State Controller's Office to be held as Unclaimed Property in the Aggrieved Employee's name. *Id.* ¶ 5.4.3. The Administrator will report the Individual PAGA Payments and the LWDA PAGA Payment on IRS Form 1099. *Id.* ¶ 4.3.3.

Pursuant to California Labor Code section 2699, subdivision (l)(2), Plaintiff submitted the proposed Settlement Agreement to the LWDA on October 29, 2026, at the same time it was submitted to the Court. Fattahi Decl. ¶ 17, Ex. F. Pursuant to section 2699, subdivision (l)(3), Plaintiff will submit a copy of the Court's judgment and order approving the Settlement Agreement to the LWDA within ten (10) days after entry of the judgment or order. *Id.*

IV. THE COURT SHOULD GRANT APPROVAL OF THE PAGA SETTLEMENT

A. Legal Standard

Labor Code § 2699(l) requires that the Court "shall review and approve any settlement of any civil [PAGA] action filed pursuant to this part. The proposed settlement shall be submitted to the agency at the same time that it is submitted to the court." In doing so, the trial

court must consider whether the settlement 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, 77-78 (2021) (disapproved in part on other grounds); *see also O'Connor v. Uber Technologies, Inc.*, 201 F.Supp.3d 1110, 1133 (N.D. Cal. 2016) (adopting guidance from the LWDA providing that "when a PAGA claim is settled, the relief provided for under the PAGA [must] be genuine and meaningful, consistent with the underlying purpose of the statute to benefit the public").

The court's role in reviewing PAGA settlements differs from its gatekeeping function in the class action context. In class actions, courts have a fiduciary duty to protect the interests of absent class members, whose individual claims will be discharged. *Kullar v. Foot Locker Retail, Inc.*, 168 Cal.App.4th 116, 129 (2008). In this role, courts conduct an "independent assessment of the adequacy of the settlement terms," which requires them to have sufficient data and information about the amount in controversy and the realistic range of outcomes. *Id.* at 132. Courts consider a variety of factors in conducting this analysis, including whether the settlement is negotiated at arm's length, whether there is sufficient discovery and information to permit parties and the court to act intelligently, whether the attorneys have experience with the type of issues, and whether the number of objectors is small. *Dunk v. Ford Motor Co.*, 48 Cal.App.4th 1794, 1800-1801 (1996).

However, a PAGA representative action is "not akin to a class action"; it "is a species of qui tam action." *Flores v. Starwood Hotels & Resorts Worldwide, Inc.*, 253 F.Supp.3d 1074, 1076 (C.D. Cal. 2017). When reviewing a PAGA-only settlement, courts do not consider the value of individuals' claims for damages because a PAGA settlement does not release those claims. *See Kim v. Reins Int'l California, Inc.*, 9 Cal.5th 73, 87 (2020) (PAGA claims differ from individual claims); *ZB, N.A. v. Superior Court*, 8 Cal.5th 175, 188 (2019) (noting that PAGA penalties do not seek damages that are compensatory in nature). "The state's interest in such an action is to enforce its laws, not to recover damages on behalf of a particular individual." *Huff v. Securitas Sec. Servs. USA, Inc.*, 23 Cal.App.5th 745, 760 (2018). Instead of focusing on fair recovery for individual claims, the goal of PAGA enforcement is to achieve "maximum

compliance with state labor laws." *Id.* at 756; *see also Iskanian*, 59 Cal.4th at 383 (noting that the goal of PAGA is to impose civil penalties for Labor Code violations "significant enough to deter violations"); *McKenzie v. Federal Exp. Corp.*, 765 F.Supp.2d 1222, 1233 (C.D. Cal. 2011) ("Unlike a class action seeking damages… for injured employees, the purpose of PAGA is to incentivize private parties to recover civil penalties for the government that otherwise may not have been assessed and collected by overburdened state enforcement agencies.").

B. The PAGA Penalties Secured by the Settlement Are Genuine and Meaningful and Fulfill PAGA's Underlying Purpose to Benefit the Public

The Settlement of $200,000.00 penalizes Defendant for the alleged violations of California's labor laws in an amount that is significant enough to deter violations and provide genuine and meaningful relief, including approximately $107,672.61[1] in PAGA Penalties to the State of California and Aggrieved Employees, thus fulfilling the underlying purpose of PAGA to benefit the public. Fattahi Decl. ¶¶ 9-12; *see Jordan v. TCS Grp., Inc.*, No. EDCV161701JVSSPX, 2018 WL 1409590, at *3 (C.D. Cal. Jan. 5, 2018) ("The proposed settlement imposes a substantial penalty payment of $150,000.00, paid in exchange for a release of only those claims pled in the notice to the LWDA and the Complaint. This penalty has a substantial deterrent effect on Defendant and other California employers. Furthermore, the proposed settlement encourages compliance with the specific requirements of the Labor Code, which has the effect of protecting workers from unlawful employment practices and working conditions."); *Echavez v. Abercrombie & Fitch Co.*, No. CV 11-09754-GAF, 2017 WL 3669607, at *3 (C.D. Cal. Mar. 23, 2017) (finding that "[t]he primary purpose of PAGA, i.e., the empowerment of Aggrieved Employees to act as private attorneys general to collect civil penalties from their employers for Labor Code violations, [was] served by the proposed PAGA penalty in the parties' settlement agreement," where $340,000 of $700,000 settlement was allocated to PAGA penalties which were divided 75% to the LWDA and 25% to an estimated

[1] The Net Settlement Amount of $107,672.61 was calculated using the following arithmetic: $200,000.00 minus $66,666.67 for PAGA Counsel's attorneys' fees, minus $10,310.72 for PAGA Counsel's litigation expenses, minus $5,350.00 for administration costs, and minus $10,000.00 for the PAGA Representative Service Payment to Plaintiff.

10,000 Aggrieved Employees).

This PAGA settlement amount compares favorably to the estimated amount of PAGA penalties. Plaintiff calculated that the maximum amount of statutory PAGA civil penalties was potentially $863,900.00 for an estimated 374 employees based on 8,639 pay periods.[2] Fattahi Decl. ¶ 9. Importantly, however, these calculations were performed at the maximum statutory rate for the penalties, when in fact it is likely that any penalties awarded would be at a lower rate. California Labor Code section 2699(e)(2) permits a court to award a lesser amount than the maximum civil penalty if, based on the facts and circumstances, to do otherwise would result in an award that is "unjust, arbitrary and oppressive, or confiscatory." *See Carrington v. Starbucks Corp.*, 30 Cal.App.5th 504 (2018) (affirming a judgment after trial that only provided for a PAGA penalty of $5 per pay period). Therefore, at trial, any PAGA penalties awarded could be significantly less than Plaintiff's calculation even where Plaintiff prevailed on the PAGA claim. *See Fleming v. Covidien*, No. ED CV 10-01487 RGK (OPx), 2011 U.S. Dist. LEXIS 154590 (C.D. Cal. Aug. 12, 2011) (reducing PAGA penalties from $2,800,000.00 to $500,000.00, a reduction of 82.2%, because the court found maximum penalties "unjust" where the employees had suffered no injuries).

C. The Settlement Is Reasonable Given the Risks of Further Litigation

In order to recover any PAGA penalties, Plaintiff would be required at trial to prove each of the underlying Labor Code violations. *See Cardenas v. McLane Foodservice, Inc.*, 2011 U.S. Dist. LEXIS 13126, *10 (C.D. Cal. Jan. 31, 2011) ("Given the statutory language [of PAGA], a plaintiff cannot recover on behalf of individuals whom the plaintiff has not proven suffered a violation of the Labor Code by the defendant."). Here, Plaintiff would need to prove, among other things, that each Aggrieved Employee suffered a violation for each pay period the employee worked in relation to: (1) failure to pay for all hours worked, including minimum,

[2] Stacking is where more than one civil penalty is imposed in a pay period for the same conduct. The valuation of $863,900.00 is the civil penalty amount without stacking. If stacking is permitted, then the valuation increases with each additional penalty added to each pay period. Courts to consider the issue have refused to "stack" penalties. *See Carrington v. Starbucks Corp.*, 30 Cal.App.5th 504 (2018).

straight time, and overtime wages; (2) failure to provide meal periods; (3) failure to authorize and permit rest periods; (4) failure to pay all wages earned twice per month; (5) failure to maintain accurate employment records; (6) failure to pay all or timely wages during employment or at separation; (7) failure to furnish accurate itemized wage statements; and (8) failure to reimburse business expenses.

Plaintiff and her counsel remain confident in the merits of Plaintiff's claims. Fattahi Decl. ¶ 10. However, Plaintiff acknowledges that her position includes risk and uncertainty. For instance, Plaintiff's allegation that Defendant failed to pay Plaintiff and the Aggrieved Employees all of their owed wages is based on work performed "off-the-clock," including pre-shift work and work-related communications during unpaid meal periods. *Id.* Because this time is, by definition, not reflected in Defendant's time records, proving it on a representative basis would depend on testimony from Aggrieved Employees. *Id.* With respect to the meal period allegation, Plaintiff contends that Defendant's time records reflect short, late, and missed meal periods. *Id.* Although Plaintiff contends that this allegation is meritorious, there is risk with this underlying claim, particularly because Defendant issued meal period premiums for a portion of the facially non-compliant meal periods and contends that it implemented meal period waivers during the PAGA Period. *Id.* With respect to the rest period allegation, Plaintiff contends that employees, including herself, were not provided with California-compliant rest periods because they were frequently interrupted by customers and supervisors. *Id.* Again, despite Plaintiff's contention that this allegation is credible, proving rest period allegations is particularly difficult because rest periods do not have to be recorded, Defendant maintained written rest period policies, and Defendant can argue that the Aggrieved Employees chose to voluntarily forgo their rest periods. *Id.* With respect to the unreimbursed business expenses allegation, Plaintiff alleges that Defendant required Plaintiff and the other Aggrieved Employees to use their personal cell phones for work-related purposes (e.g., communicating with supervisors) without reimbursement. Defendant disputes this claim. *Id.* Plaintiff's regular rate allegation, that Defendant failed to include non-discretionary remuneration in the regular rate for purposes of overtime and sick pay, affects only a limited number of pay periods. *Id.* Lastly, with regard to

Plaintiff's wage statement claims, Defendant argues that the wage statements issued to employees meet the requirements of Labor Code § 226(a) and that any derivative claims fail with the underlying claims. *Id.*

Plaintiff also faced procedural risk. Defendant contends that Plaintiff electronically signed an arbitration agreement in August 2020. Fattahi Decl. ¶ 10. Although Plaintiff disputes the enforceability of that agreement, absent settlement Defendant was expected to move to compel Plaintiff's individual claims to arbitration and to stay the representative PAGA claims, which would have substantially delayed any recovery for the State and the Aggrieved Employees. *Id.*

Additionally, Plaintiff faced a significant risk that even if the Court did award PAGA penalties, the Court could drastically reduce the penalties based on the discretionary factors contained in Labor Code § 2699(e)(2) ("In any action by an aggrieved employee . . . a court may award a lesser amount than the maximum civil penalty amount specified by this part if, based on the facts and circumstances of the particular case, to do otherwise would result in an award that is unjust, arbitrary and oppressive, or confiscatory."). Plaintiff believed there was a legitimate risk of the Court significantly reducing penalties given the technical nature of the alleged violations. Fattahi Decl. ¶ 10.

Without this settlement, the Parties face preparation for trial, as well as extensive formal discovery efforts and depositions. *Id.* As a result, the Parties would incur considerably more attorneys' fees and costs through trial. *Id.* This settlement avoids those risks and the accompanying expense. Thus, this factor favors settlement approval. *Id.*

As described above, the proposed Settlement provides a fair and reasonable monetary recovery for the Aggrieved Employees and the LWDA in the face of the contested claims. Plaintiff estimated Defendant's realistic exposure for the PAGA penalties as follows:

<u>PAGA Penalties for Unpaid Wages, Meal Period Violations, Rest Period Violations, and Unreimbursed Business Expenses</u>

Plaintiff's expert determined that there were 8,445 pay periods during the relevant time period which presented issues with regard to unpaid wages, meal period violations, rest period

violations, and unreimbursed business expenses. Fattahi Decl. ¶ 11. Plaintiff acknowledges that when evaluating Defendant's potential exposure, it is likely that the Court would impose only the initial $100 violation for all PAGA violations. (*See Amaral v. Cintas Corp. No. 2* (2008) 163 Cal.App.4th 1157, 1207 [finding that the "initial" violation rate applies until the employer has been notified that it is violating a Labor Code provision].) Applying the $100 "initial violation" penalty for each of these pay periods, Defendant's potential PAGA exposure is $844,500 (based on 8,445 pay periods). Fattahi Decl. ¶ 11. However, Plaintiff discounted this maximum exposure by 70% to account for Defendant's contention that the underlying allegations lacked merit, Defendant's largely compliant written policies, Defendant's issuance of meal period premiums to Aggrieved Employees, Defendant's contention that it implemented meal period waivers during the liability period, the meal period violation rate reflected in the sampled data (17%), the risk of not prevailing on the merits, and the Court's discretion in reducing penalties. *Id.* The estimated realistic total potential recovery is therefore $253,350 ($844,500 x 30%). *Id.*

Using these estimated figures, Plaintiff predicted that the realistic total potential recovery for the Aggrieved Employees and the LWDA would be approximately $253,350. Fattahi Decl. ¶ 11. The proposed Settlement of $200,000.00 therefore represents approximately 78.9% of Plaintiff's reasonably forecasted total recovery. *Id.* "The fact that a proposed settlement may only amount to a fraction of the potential recovery does not, in and of itself, mean that the proposed settlement is grossly inadequate and should be disapproved." (*Linney v. Cellular Alaska Partnership* (9th Cir. 1998) 151 F.3d 1234, 1242 [internal quotations omitted].) In this case, continued litigation would delay payment to the LWDA and the Aggrieved Employees as they await trial and, potentially, appellate proceedings. *Id.* Furthermore, while Plaintiff is confident in the merits of the case, a legitimate controversy exists as to each of the predicate Labor Code violations. *Id.* The possibility that the Court finds no liability at the PAGA bench trial is also a risk. *Id.* In sum, when the risks of litigation, the burdens of proof necessary to establish liability, and the probability of appeal of a favorable judgment are balanced against the merits of Plaintiff's claims, it is clear that the Settlement amount is fair. *Id.* Further, because

of the proposed Settlement, the Aggrieved Employees will receive timely, guaranteed relief and will avoid the risk of an unfavorable judgment. *Id.*

If the Court approves the terms of the Settlement, each Aggrieved Employee's payment will average approximately $71.97 and approximately $80,754.46 will go to the LWDA. Fattahi Decl. ¶ 12. In reality, some employees will likely receive more, and others may receive less, depending on the number of PAGA Pay Periods they worked. *Id.*

V. THE ATTORNEYS' FEES AND COSTS ARE FAIR AND REASONABLE

PAGA Counsel seeks approval of attorneys' fees from the PAGA settlement in the amount of $66,666.67, representing one-third (1/3) of the GSA, and costs in the amount of $10,310.72. Settlement Agreement ¶ 4.2.2. Plaintiff is entitled to attorneys' fees under Labor Code section 2699(g)(1), which provides that "[a]ny employee who prevails in any action shall be entitled to an award of reasonable attorney's fees and costs." Lab. Code § 2699(g)(1); *see also Gouskos v. Aptos Village Garage, Inc.*, 94 Cal.App.4th 754, 765 (2001) (holding that attorneys' fees to the prevailing party are mandatory when the statute uses the word "shall"). It is undisputed that Plaintiff is the prevailing party. *See Graciano v. Robinson Ford Sales, Inc.*, 144 Cal.App.4th 140, 153 (2006) ("[P]laintiffs may be considered 'prevailing parties' for attorney's fee purposes if they succeed on any significant issue in the litigation that achieves some of the benefit the parties sought in bringing suit.") (internal citation omitted). Accordingly, Plaintiff is entitled to recover attorneys' fees and costs.

A. Plaintiff's Counsel's Requested Attorneys' Fees Are Reasonable Under the Common Fund Method

The request for attorneys' fees as a percentage of the gross settlement amount is supported by the "common fund theory," where "one who expends attorneys' fees in winning a suit which creates a fund from which others derive benefits, may require those passive beneficiaries to bear a fair share of the litigation costs." *Serrano v. Priest*, 20 Cal.3d 25, 35 (1977).

The purpose of the common fund approach is to "spread litigation costs proportionally among all the beneficiaries so that the active beneficiary does not bear the entire burden alone."

Vincent v. Hughes Air West, Inc., 557 F.2d 759, 769 (9th Cir. 1977). Thus, the common fund doctrine has been applied "consistently in California when an action brought by one party creates a fund in which other persons are entitled to share." *City and County of San Francisco v. Sweet*, 12 Cal.4th 105, 110 (1995); *see Quinn v. State of California*, 15 Cal.3d 162, 167 (1975) ("[O]ne who expends attorneys' fees in winning a suit which creates a fund from which others derive benefits may require those passive beneficiaries to bear a fair share of the litigation costs.").

A number of other courts have recognized the advantages of awarding fees as a percentage of the common fund over the alternative lodestar approach, which usually involves wading through voluminous and often indecipherable time records. *See, e.g., In re Activision Securities Litigation*, 723 F.Supp. 1373, 1375 (N.D. Cal. 1989). The percentage approach is preferable to the lodestar method because: (1) it provides predictability to counsel; (2) encourages efficient resolution of the litigation by providing an incentive for early, yet reasonable, settlement; and (3) reduces the demands on judicial resources. *Id.* at 1378-79; *see also Lealao v. Beneficial Cal., Inc.*, 82 Cal.App.4th 19, 28 (2000) (discussing findings of task force commissioned by the Third Circuit, which "concluded that the lodestar approach (1) increases the workload of an already overtaxed judicial system, (2) is insufficiently objective and produces results that are far from homogenous, (3) creates a sense of mathematical precision that is unwarranted in terms of the realities of the practice of law, (4) is subject to manipulation by judges who prefer to calibrate fees in terms of percentages of the settlement fund or the amounts recovered by the Claimants or of an overall dollar amount, (5) encourages lawyers to expend excessive hours, and engage in duplicative and unjustified work, (6) creates a disservice for the early settlement of cases, (7) deprives trial courts of flexibility to reward or deter lawyers so that desirable objectives, such as early settlement, will be fostered, (8) works to the particular disadvantage of the public interest bar, and (9) results in confusion and lack of predictability.").

The percentage of attorneys' fees set forth in the Settlement Agreement – one-third (1/3) of the Gross Settlement Amount – is reasonable. Historically, courts have awarded percentage fees in the range of 20% to 50% in common fund cases. *Newberg on Class Actions*, 4th Ed.

2002, § 14:6. *Newberg* notes that achievement of a substantial recovery with modest hours expended should not be penalized but should be rewarded for considerations of time saved by superior services performed. *Id.* Furthermore, California and federal courts have long recognized that a percentage of recovery for attorneys' fees is properly awarded on the basis of the total value. *Boeing Co. v. Van Gemert*, 444 U.S. 472, 480-481 (1980); *see also In re Consumer Privacy Cases*, 175 Cal.App.4th 545, 558 n.13 (2009) ("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.").

The Court should also consider that Plaintiff's counsel's efforts have resulted in substantial benefits to the State of California and the Aggrieved Employees, in the form of a significant, non-reversionary settlement fund established to compensate the State of California and the Aggrieved Employees and to penalize Defendant for the alleged PAGA violations. Without the efforts of Plaintiff's counsel, the claims alleged in the complaint would likely have gone without remedy. Fattahi Decl. ¶ 13.

B. A Lodestar Cross-Check Confirms the Reasonableness of the Requested Fee

Although *Laffitte v. Robert Half Int'l, Inc.*, 1 Cal.5th 480, 489 (2016) makes clear that a lodestar cross-check is not required, PAGA Counsel's lodestar supports the reasonableness of the requested fee. The lodestar is determined by multiplying the number of hours reasonably expended by the reasonable hourly rate. *PLCM Group, Inc. v. Drexler*, 22 Cal.4th 1084, 1095 (2000). "The lodestar figure may then be adjusted, based on consideration of factors specific to the case, in order to fix the fee at the fair market value for the legal services provided." *Id.* The factors that can be considered include "the nature of the litigation, its difficulty, the amount involved, the skill required in its handling, the skill employed, the attention given, the success or failure, and other circumstances in the case." *Melnyk v. Robledo*, 64 Cal.App.3d 618, 623-624 (1976) (citations omitted).

The total hours expended on this action by PAGA Counsel were reasonable and in line with comparable cases. While it is not necessary to substantiate the fee award with a lodestar in this PAGA Action, it should be noted that PAGA Counsel spent approximately 93.8 hours

prosecuting this action, which were divided among the attorneys working on this case according to skill level. Fattahi Decl. ¶¶ 19-20. Multiplying the total hours expended by PAGA Counsel by their reasonable hourly rates yields a lodestar of $67,705. *Id.* ¶ 19. This amount surpasses the requested fee award of $66,666.67, resulting in a negative multiplier. *Id.* ¶ 20. This amount does not include the time PAGA Counsel will spend at the approval hearing and assisting the Administrator following approval. *Id.* PAGA Counsel dedicated significant resources to this case by dividing the tasks required according to skill level. *Id.* The hours expended by each attorney were not duplicative and reflect the extensive investigation and analysis that was required to achieve this Settlement. This time could have been spent on other potentially lucrative cases. *Id.* PAGA Counsel's lodestar reflects the efficiencies achieved by attorneys experienced in this field. *Id.* Moreover, PAGA Counsel has singularly assumed the risk and costs of litigation purely on a contingency basis. *Id.* And, while Plaintiff is confident in the merits of her claims, a legitimate controversy exists as to each predicate violation, posing an actual risk that Plaintiff may not succeed at trial. *Id.* Any of these obstacles could have prevented recovery completely, meaning PAGA Counsel would have been left with no compensation for all the time and money invested in litigating this case. *Id.* Despite these risks, PAGA Counsel took this case on a contingency basis so that the State and the Aggrieved Employees (a particularly vulnerable group of hourly-paid workers) could obtain relief. *Id.* Consequently, PAGA Counsel was precluded from focusing on, or taking on, other cases which could have resulted in a larger, and less risky, monetary gain. *Id.*

The Court should also consider that PAGA Counsel's efforts have resulted in substantial benefits to the State of California and the Aggrieved Employees, in the form of a significant, non-reversionary settlement fund established to compensate the State of California and the Aggrieved Employees and to penalize Defendant for the alleged PAGA violations. Fattahi Decl. ¶ 13. Without the efforts of PAGA Counsel, the claims alleged in the complaint would likely have gone without remedy. *Id.*

///

///

C. Plaintiff's Counsel's Rates Are Similar to Those Approved by California Courts in Comparable Cases

Plaintiff's Counsel's hourly rates of $850.00 (Arrash T. Fattahi) and $600.00 (Arman A. Salehi) are consistent with the legal market, accepted hourly rates, and counsel's expertise and knowledge as it pertains to wage-and-hour matters. Fattahi Decl. ¶¶ 29-30. These rates are well within the range of hourly rates that the legal marketplace would compensate counsel for similar services accomplishing similar results. For example, in *Bronshteyn v. Department of Consumer Affairs* (2025) 114 Cal.App.5th 537, 542 (review denied Dec. 17, 2025), an employment action brought by two plaintiff law firms (Levy Vinick Burrell Hyams LLP and Law Offices of Wendy Musell PC), the trial court found that counsel's 2022 hourly rates of $1,100 and $1,000 per hour were reasonable for the plaintiff's five senior attorneys. These rates were then augmented by a 1.75 lodestar multiplier and affirmed by the California Court of Appeal. The rates (and multiplier) requested here are well in line with those found reasonable in *Bronshteyn*. In *Tran v. Golden State FC LLC*, *et al*. (LASC Case No. BC699931), Fee Order filed on April 8, 2022, the court found hourly rates of $1,300 per hour reasonable for plaintiff's 32-year attorney and $1,000 per hour reasonable for a 14-year attorney.

Plaintiff's Counsel has also been appointed as class counsel by courts throughout California. Mr. Fattahi alone has been appointed class counsel in his own right (as opposed to as part of a firmwide appointment) in more than two dozen wage-and-hour class actions that received final approval in the Superior Courts of Alameda, Contra Costa, Fresno, Kern, Los Angeles, Napa, Orange, Sacramento, San Bernardino, San Diego, Shasta, Siskiyou, and Stanislaus Counties. Fattahi Decl. ¶ 29. The total hours expended on this action are reasonable and in line with those expended in comparable cases. *Id.* ¶¶ 19-22.

In light of the foregoing, and considered against the risks of continued litigation and the importance of advocating for employment rights and a speedy recovery, the relief provided under the Settlement represents a very strong result for the State and the Aggrieved Employees. PAGA Counsel's fee request is fair and reasonable and should be approved.

///

D. PAGA Counsel's Costs Are Reasonable

PAGA Counsel is entitled to reimbursement of its litigation costs under PAGA. *See* Lab. Code § 2699(g)(1) ("Any employee who prevails in any action shall be entitled to an award of reasonable attorney's fees and costs."). The Settlement provides for reimbursement of costs not to exceed $20,000.00. Settlement Agreement ¶ 4.2.2. To date, PAGA Counsel has incurred costs in the amount of $10,310.72.[3] Fattahi Decl. ¶ 14, Ex. C. These costs were reasonably incurred in prosecuting this Action on behalf of the State and the Aggrieved Employees and should be approved by the Court. *Id.* Accordingly, PAGA Counsel respectfully requests the Court approve costs in the amount of $10,310.72.

VI. THE REQUESTED PAGA REPRESENTATIVE SERVICE PAYMENT TO PLAINTIFF IS REASONABLE

Both the State of California and the Aggrieved Employees are beneficiaries of a settlement that would not have been made possible but for the effort and commitment of Plaintiff. The Settlement provides that Plaintiff shall be paid a PAGA Representative Service Payment not to exceed $10,000.00, in recognition of her efforts in initiating the Action, providing services in support of the Action, and as consideration for her general release of claims. Settlement Agreement ¶¶ 1.28, 4.2.1. The requested payment is intended to recognize Plaintiff's effort in bringing the Action, serving as a private attorney general under PAGA, assisting counsel with the investigation, litigation, and settlement, regularly conferring with counsel on the status of the case, and reviewing the proposed settlement to ensure that its terms are fair and achieve PAGA's objectives.

Plaintiff has provided a declaration detailing the risks she faced in bringing the suit, the notoriety and personal difficulties she encountered, the amount of time and effort she spent on this litigation, the duration of this litigation, and the personal benefit she will receive as a result of the litigation. *See generally* Declaration of Plaintiff Monique Perry in Support of Plaintiff's

---

[3] Because PAGA Counsel's costs are less than $20,000.00, upon approval of $10,310.72 for the PAGA Counsel Litigation Expenses Payment, the remaining $9,689.28_will remain in the NSA to be distributed as PAGA Penalties to the LWDA and Aggrieved Employees. Fattahi Decl. ¶ 14; Settlement Agreement ¶ 4.2.2.

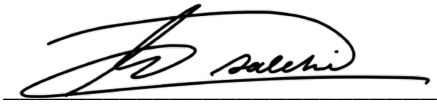
Motion for Approval of PAGA Settlement ("Perry Decl."). Plaintiff estimates that she has spent approximately 45 hours on this litigation, including gathering and providing her employment records, discussing her experiences working for Defendant, participating in settlement discussions, and reviewing the settlement papers. Perry Decl. ¶ 7. Plaintiff also faced the real risk that future employers may not hire her because she lent her name as a PAGA representative in this case, and she could have been liable for Defendant's litigation costs if the case went to trial and she lost. *Id.* ¶¶ 4, 6. Unlike the other Aggrieved Employees, Plaintiff is also providing a general release of all claims against the Released Parties. *Id.* ¶ 8; Settlement Agreement ¶ 6.1. Accordingly, Plaintiff respectfully requests that the Court approve the PAGA Representative Service Payment in the amount of $10,000.00.

VII. CONCLUSION

Based on the foregoing, Plaintiff respectfully requests that this Court approve the PAGA settlement as set forth in the Settlement Agreement and enter the proposed order and judgment submitted herewith.

Dated: October 30, 2026

WILSHIRE LAW FIRM

By: 

Arrash T. Fattahi
Arman A. Salehi

Attorneys for Plaintiff