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10 **SUPERIOR COURT OF CALIFORNIA**

11 **COUNTY OF MONTEREY**

12 NANCY STEPHENSON,

13 Plaintiff,

14 v.

15 VERONIKA VAZQUEZ DDS, INC.; and
16 DOES 1 through 50, inclusive,

17 Defendants.

Case No.: 23CV002553

**PLAINTIFF'S NOTICE OF MOTION AND
MOTION TO APPROVE SETTLEMENT
AGREEMENT PURSUANT TO THE
PRIVATE ATTORNEYS GENERAL ACT;
MEMORANDUM OF POINTS AND
AUTHORITIES IN SUPPORT THEREOF**

Date: September 12, 2025

Time: 8:30 a.m.

Dept.: 15

Complaint Filed: August 7, 2023

1 TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

2 PLEASE TAKE NOTICE that on September 12, 2025, at 8:30 a.m., or as soon
3 thereafter as the matter may be heard, before the Honorable Thomas W. Wills, judge
4 presiding, in Department 15 of the above-referenced Court located at 1200 Aguajito Road,
5 Monterey, California, Plaintiff Nancy Stephenson ("Plaintiff") will and hereby moves this
6 Court for the following relief pursuant to the procedures set forth in Labor Code § 2698, et
7 seq.:

8 1. That the Court finds that the Private Attorneys General Act Settlement
9 Agreement ("Settlement Agreement") appears to be within the range of reasonableness of a
10 settlement;

11 2. That the Court approve the Gross Settlement Amount of Twenty
12 Thousand Dollars and 00/100 Cents (\$20,000.00);

13 3. That the Court approve attorneys' fees to Plaintiff's counsel in the
14 amount of Six Thousand Six Hundred Dollars and 00/100 Cents (\$6,600.00) (33.3% of the
15 Gross Settlement Payment), and Plaintiff's counsel's litigation costs in the amount of Three
16 Thousand Two Hundred Thirty-Five Dollars and 85/100 Cents (\$3,235.85);

17 4. That the Court appoint Phoenix Class Action Administration Solution as
18 the Settlement Administrator and approve the administration costs in the amount of One
19 Thousand Four Hundred Fifty Dollars and 00/100 Cents (\$1,450.00); and

20 5. That the Court approve the PAGA Fund¹ in the amount of Eight
21 Thousand Seven Hundred Fourteen Dollars and 15/100 Cents (\$8,714.15) to be paid as
22 follows: Six Thousand Five Hundred Thirty-Five Dollars and 61/100 Cents (\$6,535.61) (75%
23 to the Labor and Workforce Development Agency); and Two Thousand One Hundred
24 Seventy-Eight Dollars and 54/100 Cents (\$2,178.54) (25% to the PAGA Members).

25 This Motion will be based on this Notice, the Memorandum of Points and Authorities,
26 the Declarations of B. James Fitzpatrick, Plaintiff, and Phoenix Settlement Administrators, the
27

28 ¹ "PAGA Fund" shall mean the Gross Settlement Payment less Plaintiff's Counsel's fees and costs, and the settlement administration costs.

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records and file herein, and on such other evidence as may be presented at the hearing of the motion.

Dated: May 20, 2025

FITZPATRICK & SWANSTON

By: /s/ B. James Fitzpatrick
B. James Fitzpatrick
Attorneys for Plaintiff,
Nancy Stephenson

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1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. INTRODUCTION**

3 Pursuant to the Private Attorneys General Act of 2004, Labor Code § 2698, *et seq.*
4 (“PAGA”), Plaintiff hereby moves the Court for an order approving the non-reversionary
5 PAGA settlement as set forth in the concurrently filed Private Attorneys General Act
6 Settlement Agreement (the “Settlement Agreement” or “Settlement”). The Settlement
7 concerns a PAGA group comprised of 26 individuals who were formerly and currently
8 employed by Defendant Veronika Vazquez DDS, Inc. (“Defendant”).

9 Plaintiff alleges that Defendant failed to pay overtime wages, failed to provide
10 complaint meal and rest periods, failed to reimburse for work-related expenses, and failed to
11 issue accurate wage statements, resulting in violations of the PAGA based on Labor Code §§
12 201, 201.3, 202, 203, 204, 207, 208, 209, 216, 218, 218.5, 218.6, 223, 225.5, 226, 226.7, 510,
13 512, 558, 1174, 1194, 1197, 1197.1, 1198, 1199, 2699, 2800, 2802, and 2698.

14 As will be explained in further detail below, based on the California Supreme Court’s
15 opinion in *Arias v. Superior Court* (2009) 46 Cal. 4th 969 and *Iskanian v. CLS Transportation*
16 *Los Angeles, LLC* (2014) 59 Cal. 4th 348, Plaintiff can seek appropriate civil penalties as
17 called for under the PAGA on behalf of the State of California and other similarly situated
18 aggrieved employees, without seeking class certification or meeting the requirements of class
19 certification (i.e., numerosity, typicality, commonality, and adequacy). As such, while the
20 PAGA settlement reached herein is on behalf of the State of California and other aggrieved
21 employees, the usual two-step preliminary and final approval process is not required. Rather,
22 as called for under Labor Code § 2699(l), all that is required is an approval by this Court of
23 any settlement of the PAGA claims by the Parties. The Parties have reached such a PAGA
24 settlement, and now seek this Court’s approval of their settlement which provides for the
25 payment of civil PAGA penalties.

26 As demonstrated below, the proposed settlement warrants the Court’s approval. The
27 settlement was reached after the exchange of documents and information pertaining to the
28 alleged aggrieved employees’ claims, including documents reflecting their hours scheduled

1 and worked and corresponding payments issued to them by Defendant. Further, the
2 Settlement was reached after arms' length negotiations following mediation with a well-
3 respected mediator who has extensive experience with complex wage and hour claims,
4 Elizabeth Leitzinger of Fenton & Keller.

5 Pursuant to the terms of the proposed PAGA Settlement Agreement, Defendant will
6 pay the total amount of Twenty Thousand Dollars and 00/100 Cents (\$20,000.00) (the "Gross
7 Settlement Payment"). (Declaration of B. James Fitzpatrick ("Fitzpatrick Decl.") ¶¶ 4, 18.)
8 This amount encompasses a settlement of PAGA claims asserted in this lawsuit, attorneys'
9 fees to Plaintiff's counsel in the amount of \$6,600.00 (33.3% of the Gross Settlement
10 Payment), Plaintiff's counsel's litigation costs associated with the PAGA claim in the amount
11 of \$3,235.85, and settlement administration costs in the amount of \$1,450.00. ("Fitzpatrick
12 Decl.") ¶¶ 4, 18-20.)

13 Based on the amounts above, the PAGA Fund will be at least \$8,714.15. (Fitzpatrick
14 Decl. ¶¶ 5, 21.) Pursuant to the PAGA, this amount includes approximately \$6,535.61 to be
15 distributed to the California Labor and Workforce Development Agency ("LWDA"), and
16 approximately \$2,178.54 to be distributed to the "PAGA Settlement Members," "all
17 individuals who are or previously were employed by Defendant in California, who are or were
18 classified as hourly, non-exempt employees, at any time during the PAGA Period."
19 (Fitzpatrick Decl. ¶ 22; Settlement Agreement at ¶ 9.) The proposed settlement, moreover,
20 does not release any substantive claims of PAGA Settlement Members, merely their rights to
21 bring PAGA claims predicated on the same violations of the Labor Code raised in this Action
22 that accrued during the PAGA Period. (Settlement Agreement at ¶ 14, 46.)

23 In light of the above, the proposed settlement constitutes an adequate, fair, and
24 reasonable settlement on behalf of the State of California and PAGA Settlement Members and
25 accomplishes the goals of PAGA. ("Fitzpatrick Decl.") ¶¶ 2, 6.)

26 **II. FACTUAL AND PROCEDURAL BACKGROUND**

27 **A. Summary of the Litigation and Settlement**

28 Defendant Veronika Vazquez DDS, Inc. ("Defendant") is a California Corporation

engaged in the profession of dentistry and operating under Veronika Vazquez, DDS.
Defendant's practice is located at 110 Harden Parkway, Suite 102, Salinas, California.
(Fitzpatrick Decl. ¶ 7.)

On July 24, 2023, Plaintiff submitted a Notice of Labor Law Violations to the Labor and Workforce Development Agency and Defendant asserting claims for civil penalties pursuant to PAGA predicated on violations of Labor Code §§ 201, 201.3, 202, 203, 204, 208, 216, 218, 218.5, 218.6, 223, 225.5, 226, 226.7, 233, 510, 512, 558, 1194, 1197, 1197.1, 1198, 1199, 2699, 2800, 2802. (Fitzpatrick Decl. ¶ 8.)

On August 7, 2023, Plaintiff filed her Complaint alleging Defendant's failure to pay for all hours worked, failure to pay all minimum and overtime wages owed, failure to timely pay wages, failure to provide meal and rest periods or pay premium compensation in lieu thereof, failure to reimburse for work-related expenses, and failure to provide accurate wage statements as required by law. (Fitzpatrick Decl. ¶ 9.)

On December 7, 2023, Plaintiff filed her First Amended Complaint, adding a PAGA cause of action premised on the same Labor Code violations. (Fitzpatrick Decl. ¶ 10.)

On October 22, 2024, Plaintiff filed a Second Amended Complaint (i) adding FEHA allegations relating to sexual harassment, retaliation, and wrongful termination; (ii) adding Dr. Gregory M. Roos as a defendant; and (iii) adding seven new causes of action for (1) failure to pay vested vacation wages, (2) whistleblower retaliation in violation of Labor Code § 1102.5, (3) sexual harassment in violation of FEHA, (4) sex discrimination in violation of FEHA, (5) failure to investigate and prevent harassment and discrimination in violation of FEHA, (6) wrongful termination in violation of Public Policy, and (7) Intentional Infliction of Emotional Distress. (Fitzpatrick Decl. ¶ 11.)

On June 14, 2024, the Parties participated in a private mediation conducted by Elizabeth Leitzinger, Esq. of Fenton & Keller, a neutral with extensive experience in employment and wage-and-hour matters. (Fitzpatrick Decl. ¶ 12.)

During the mediation, the Parties engaged in meaningful and good-faith negotiations, exchanging information and evaluating the strengths and risks associated with their respective

positions. Although a settlement was not reached on the day of mediation, the Parties continued to engage in further discussions. As a result of these continued efforts and arms-length negotiations, the Parties ultimately reached a mutually agreeable resolution of the individual and PAGA claims. (Fitzpatrick Decl. ¶ 13.)

Thereafter, the Parties entered into the Settlement Agreement, a true and correct copy of which is attached as Exhibit A to the Declaration of B. James Fitzpatrick. The Parties also reached an agreement to settle Plaintiff's individual claims, which has since been memorialized in a separate Confidential Settlement Agreement and Release of Claims (the "Confidential Individual Settlement"). (Fitzpatrick Decl. ¶ 14.)

III. SUMMARY OF THE PROPOSED PAGA SETTLEMENT

The material terms of the Settlement are described below and set forth in detail in the Settlement Agreement (*See* Fitzpatrick Decl., Exhibit A).

A. The PAGA Settlement Members

The "PAGA Settlement Members" affected by this Settlement include "all individuals who are or previously were employed by Defendant in California, who are or were classified as hourly, non-exempt employees, at any time during the PAGA Period." (Fitzpatrick Decl. ¶ 16; Settlement Agreement ¶ 9.) The PAGA Period commences on July 24, 2022 through March 1, 2025 (subject to the escalator provision set forth in Paragraph 28 of the Settlement Agreement). (*Id.* ¶ 8.)

Based upon Defendant's records, there are 26 PAGA Settlement Members. Defendant also represents that the total number of pay periods worked by PAGA Settlement Members during the PAGA Period is approximately 699 ("PAGA Pay Periods"). (Fitzpatrick Decl. ¶ 17; Settlement Agreement ¶ 28.)

B. The Gross Settlement Amount

The Settlement Agreement requires Defendant to pay the Gross Settlement Payment of Twenty Thousand Dollars and 00/100 Cents (\$20,000.00). (Fitzpatrick Decl. ¶ 18; Settlement Agreement ¶¶ 5, 27.) The terms of the Settlement Agreement provide for an award of attorneys' fees and reimbursement of litigation costs to Plaintiff's counsel, and settlement

administration costs. (Fitzpatrick Decl. ¶ 18; Settlement Agreement. ¶¶ 29 and 31.)

C. Attorneys' Fees and Reimbursement for Litigation Costs

As part of the Settlement Agreement, Defendant does not object to Plaintiff's counsel's request for attorneys' fees of \$6,600.00 (33.3% of the Gross Settlement Payment), plus reimbursement of litigation costs in the amount of \$3,235.85, subject to the Court approving this Settlement. (Fitzpatrick Decl. ¶ 19; Settlement Agreement ¶ 29.) Any portion of the attorneys' fees and costs not approved by the Court will be added to the PAGA Fund. (Settlement Agreement ¶ 31.)

D. Settlement Administration Costs

The Settlement Agreement provides for the payment of fees and expenses reasonably incurred by the Settlement Administrator. (Fitzpatrick Decl. ¶ 20; Settlement Agreement ¶ 32.) The Parties have agreed to utilize Phoenix Class Action Administration Solutions ("Phoenix Settlement Administrators") to administer the Settlement, with the administration costs estimated not to exceed \$1450.00. (*Id.*; Fitzpatrick Decl. ¶ 20; Declaration of Jodey Lawrence.) Phoenix Settlement Administrators is a well-recognized class action settlement administrator, and submitted the lowest bid of the two potential settlement administrators solicited by Plaintiff's Counsel. The Administration costs include the costs for translating and mailing the Notice in English and Spanish. Any portion of the settlement administration costs not approved by the Court shall be added to the PAGA Fund. (Settlement Agreement ¶ 33.)

E. The PAGA Fund

The PAGA Fund is the balance of the Gross Settlement Payment remaining after the deduction of the Court-approved: (i) attorneys' fees (\$6,600.00); (ii) litigation costs (\$3,235.85); and (iii) Settlement Administration Costs (\$1,450.00). Counsel estimates that the PAGA Fund will be at least \$8,714.15. (Settlement Agreement ¶¶ 10 and 35; Fitzpatrick Decl. ¶ 21.) In light of the Confidential Individual Settlement resolving her individual wage and hour and FEHA claims, Plaintiff does not request a service award as the PAGA representative. (Fitzpatrick Decl. ¶ 21.)

Pursuant to the PAGA, seventy-five percent (75%) of the PAGA Fund, or

1 approximately \$6,535.61, will be distributed to the LWDA for PAGA penalties. (Fitzpatrick
2 Decl. ¶ 22.) The remaining twenty-five percent (25%) of the PAGA Fund, or approximately
3 \$2,178.54 will be distributed to the PAGA Settlement Members. (Settlement Agreement ¶ 36.)

4 The portion of the PAGA Fund distributed to the PAGA Settlement Members will be
5 distributed on a pro rata basis, based on the number of pay periods each PAGA Settlement
6 Member worked for Defendant during the PAGA Period divided by the aggregate total
7 number of pay periods worked by all PAGA Settlement Members. (Settlement Agreement ¶¶
8 38; Fitzpatrick Decl. ¶ 23.)

9 Defendant has represented that there are approximately 26 PAGA Settlement Members
10 who collectively worked a total of approximately 699 pay periods during the PAGA Period.
11 (Settlement Agreement ¶ 28; Fitzpatrick Decl. ¶ 24.)

12 Based thereon, on a raw average, each PAGA Settlement Member may potentially
13 recover approximately \$83.79 ($\$2,178.54 \div 26$ PAGA Members), or approximately \$3.12
14 ($\$2,178.54 \div 699$ pay periods) per pay period, from the portion of the PAGA Fund attributable
15 to the PAGA Settlement Members. (Fitzpatrick Decl. ¶ 25.) The amount any particular
16 PAGA Settlement Member will be entitled to recover will fluctuate depending on the number
17 of pay periods he or she worked as a non-exempt employee in California during the PAGA
18 Period. This is fair, as it directly allocates greater penalties to individual PAGA Settlement
19 Members who have allegedly suffered greater harm.

20 **F. Uncashed Checks.**

21 Funds from any checks that have not been cashed within 180 days of issuance do not
22 revert and shall be paid to the designated *cy pres* recipient: Watsonville Law Center.
23 (Settlement Agreement ¶ 44). Neither counsel nor their respective firms have any relationship
24 with the proposed *cy pres* recipient that would create an actual or potential conflict of interest.
25 The Parties further agree that the proposed *cy pres* recipient, satisfies the legislative intent set
26 out in Code of Civil Procedure § 384(a), in that the organization helps further the purposes of
27 the underlying action and promote justice for all Californians. (Fitzpatrick Decl. ¶ 26.)
28

1 **G. Scope of the Released Claims**

2 In exchange for the payments described above, Plaintiff, the LWDA, the State of
3 California and the PAGA Settlement Members will release the Released Parties from the
4 following limited release:

5 any and all claims, whether known or unknown, to recover civil
6 penalties pursuant to PAGA for any alleged violations by
7 Defendants of California Labor Code §§ 201, 201.3, 202, 203, 204,
8 207, 208, 209, 210, 216, 218, 218.5, 218.6, 223, 225.5, 226, 226.3,
9 226.7, 510, 512, 558, 1174, 1175, 1194, 1197, 1197.1, 1198, 1199,
10 2698, 2699, 2800, 2802, and any category of violations identified
11 in Labor Code § 2699.5, and the related applicable IWC Wage
12 Order provision for the PAGA Period, and any other violations that
13 were alleged or could have been alleged in Plaintiff's letter to the
14 LWDA or any complaint filed in this Action, with the exception of
15 Plaintiff's Individual Claims.

16 (Settlement Agreement at ¶¶ 14, 46.)

17 The Settlement does not release Defendant from violations of any predicate statutes
18 other than PAGA and will not affect a waiver of individual claims by PAGA Settlement
19 Members against Defendant for any of the underlying Labor Code claims. The release is
20 expressly limited to claims for civil penalties under the PAGA pertaining to the Labor Code
21 violations raised in this lawsuit that accrued during the PAGA Period, thereby excluding all
22 non-PAGA claims. (*Id.*)

23 **IV. THE SETTLEMENT IS REASONABLE AND SHOULD BE APPROVED**

24 **A. PAGA Overview**

25 Prior to the enactment of PAGA, many of the penalties provided against employers for
26 violations of certain Labor Code provisions were solely within the province of the California
27 Department of Labor to seek, enforce, and assess. (*Arias v. Superior Court, supra*, 46 Cal. 4th
28 969, 980.) However, due to the lack of financing to California's agencies and the potential
number of Labor Code violations by California employers, the California Legislature found
that it was in the public interest to allow aggrieved employees to act as private attorneys
general and to enforce and recover penalties on behalf of other similarly situated aggrieved
employees for Labor Code violations committed by their employers. (*Id.*) As such, PAGA
was enacted to allow such enforcement and recovery by private individuals who have been

1 aggrieved by their employers.

2 In order to enforce and seek penalties under PAGA in a civil action, an aggrieved
3 employee must first provide written notice to the LWDA and the employer of the particular
4 Labor Code violation(s) alleged to have been violated by the employer. (See Cal. Labor Code
5 § 2699.3(a)(1).) Once the LWDA notifies the aggrieved employee that it does not intend to
6 investigate the alleged violations or the time for the LWDA to investigate the violations
7 passes, the aggrieved employee is allowed to proceed in a civil action against the employer on
8 behalf of all other similarly aggrieved employees. (See Cal. Labor Code § 2699.3(a)(2)(A).)

9 In 2009, the California Supreme Court considered the issue of whether an aggrieved
10 employee who brings a PAGA claim needs to meet class certification requirements. (*Arias*, 46
11 Cal. 4th 969, 976.) After a substantial review of the legislative history of PAGA, the
12 California Supreme Court held that an aggrieved employee's representative action brought on
13 behalf of other similarly aggrieved employees against an employer for PAGA violations do
14 not need to meet the requirements for class certification. (*Id.* at 975, 980-88.) As held by the
15 California Supreme Court, a plaintiff bringing suit under PAGA does so as the proxy or agent
16 of California's labor law enforcement agencies. (*Id.* at 986.) Because an employee's PAGA
17 action functions as a substitute for an action brought by the government itself, a judgment in
18 the PAGA action binds all those who would be bound by a judgment in an action brought by
19 the government. (*Id.*)

20 Finally, in a settlement of a PAGA action brought by an aggrieved employee, the
21 Superior Court must "review and approve any settlement of any civil action filed pursuant to"
22 PAGA. (Cal. Lab. Code § 2699, subd. (l)(2).) As the Parties to this current PAGA action
23 have reached such an agreement, the Parties now seek this Court's approval as to the
24 settlement of the penalties amount.

25 **B. The Settlement Effectuates the Objectives of PAGA**

26 With respect to evaluating the reasonableness of the settlement of the PAGA claim, the
27 Court's focus is not the amount that aggrieved employees will ultimately receive as a result of
28 a settlement. Instead, "a trial court should evaluate a PAGA settlement to determine whether it

1 is fair, reasonable, and adequate in view of PAGA’s purposes to remediate present labor law
2 violations, deter future ones, and to maximize enforcement of state labor laws.” See *Moniz v.*
3 *Adecco USA, Inc.* (2021) 72 Cal. App. 5th 56, 77; see also *Kang v. Wells Fargo Bank, N.A.*,
4 (N.D.Cal., 2021) WL 5826230, at *15 (evaluating a PAGA settlement under the standard of
5 whether the settlement terms “are fundamentally fair, reasonable, and adequate in view of
6 PAGA’s public policy goals”).

7 Here, the Settlement vindicates the rights of PAGA Members who have experienced
8 alleged violations of the Labor Code. *O’Connor v. Uber Technologies, Inc.* (N.D. Cal. 2016)
9 201 F.Supp.3d 1110, 1134 (“If the settlement for the Rule 23 class is robust, the purposes of
10 PAGA may be concurrently fulfilled. By providing fair compensation to the PAGA Members
11 as employees and substantial monetary relief, a settlement not only vindicates the rights of the
12 employees but may have a deterrent effect upon the defendant employer and other employers,
13 an objective of PAGA”). The Settlement is also consistent with the State’s public policy
14 favoring resolution of disputes. “California law favors the settlement of disputes as our high
15 court clarified in *Neary*[]. Settlement is efficient; it reduces costs, saves resources, and
16 minimizes court congestion. [] The parties are best positioned to understand their interests and
17 resolve a dispute in a mutually beneficial manner without court intervention into the
18 settlement.” *Consumer Advocacy Group, Inc. v. Kintetsu* (2006) 141 Cal. App. 4th 46, 62-63
19 (citing *Neary v. Regents of Univ. of Cal.*, (1992) 3 Cal. 4th 273, 277- 278.

20 **C. Class Action Settlement Standards Do Not Govern the Settlement Approval**
21 **Process for PAGA Claims**

22 In class action cases, the purpose of the Court’s preliminary evaluation of the
23 settlement is to determine whether it is within the “range of reasonableness,” and thus whether
24 notice to the class of the terms and conditions of the settlement, and the scheduling of a formal
25 fairness hearing, are worthwhile. See *Alba Conte & Herbert B. Newberg, Newberg on Class*
26 *Actions* § 11.25 et seq., § 13.64 (4th ed. 2002 & Supp. 2004) (“Newberg”). The “judge must
27 make a preliminary determination on the fairness, reasonableness, and adequacy of the
28 settlement terms and must direct the preparation of notice of the certification, proposed

1 settlement, and date of the final fairness hearing.” Manual for Complex Litigation (Federal
2 Judicial Center, 4th ed. 2004) § 21.632. To make the preliminary fairness determination,
3 courts may consider several relevant factors, including “the strength of the plaintiff’s case; the
4 risk, expense, complexity, and likely duration of further litigation; the risk of maintaining class
5 action status through trial; the amount offered in settlement; the extent of discovery completed
6 and the stage of the proceedings; [and] the experience and views of counsel....” See *Hanlon v.*
7 *Chrysler Corp.* (9th Cir. 1998) 150 F.3d 1011, 1026.

8 By contrast, court approval of PAGA settlements is governed by Labor Code §
9 2699(1), which provides, in relevant part: “The court shall review and approve any penalties
10 sought as part of a proposed settlement agreement pursuant to this part.” The Parties are not
11 obligated to “satisfy class action requirements,” including the standards for class action
12 settlement approval. *Arias*, 46 Cal. 4th at pp. 980-988 (affirming lower court’s holding that
13 “plaintiff need not satisfy class action requirements” to assert a PAGA claim).

14 Notably, unlike the class action settlement approval process, there is also no statutory
15 mechanism for this Court to conduct a two-step settlement approval review. (Cal. Labor Code
16 § 2699(1).) In addition, “[u]nnamed employees need not be given notice of the PAGA claim,
17 nor do they have the ability to opt-out of the representative PAGA claim” or “contest a
18 settlement, if any, reached between the parties.” *Ochoa-Hernandez v. Cjaders Foods, Inc.*
19 (N.D. Cal. 2010) 2010 WL 1340777 *13.

20 **D. The Scope of the Release is Appropriately Limited**

21 The limited scope of the release supports approval of this PAGA settlement. If
22 approved, the Settlement would release the Released Parties from claims to recover civil
23 penalties under PAGA that accrued during the PAGA Period and are predicated on the
24 underlying violations of the Labor Code or Wage Order that were alleged, or could have been
25 alleged, in Plaintiff’s complaint or notice letter to the LWDA in this action. (Settlement
26 Agreement ¶¶ 14, 46.) The Settlement would not impact any other aggrieved employees’
27 ability to pursue PAGA claims predicated on other allegations aside from those raised in this
28 lawsuit or any Labor Code claims not predicated on the PAGA.

1 Because an aggrieved employee's PAGA action is a substitute for an action brought by
2 the government, "judgment in [a PAGA] action is binding not only on the named employee
3 plaintiff but also on government agencies and any aggrieved employee not a party to the
4 proceeding." (*Arias*, 46 Cal. 4th 969, 986.) However, "the nonparty employees, because they
5 were not given notice of the action or afforded any opportunity to be heard, would not be
6 bound by the judgment as to remedies other than civil penalties." (*Id.* at 987; see also, Labor
7 Code § 2699(g)(l) (non-party aggrieved employees retain all rights "to pursue or recover other
8 remedies available under state or federal law, either separately or concurrently with an action
9 taken under this part").)

10 Here, as described above, the PAGA Settlement Members will be subject to only a
11 limited release strictly confined to the civil penalties under the PAGA based on the facts and
12 Labor Code violations alleged in this action. (Settlement Agreement ¶¶ 14, 46.) The release is
13 therefore appropriately tailored, and the settlement should be approved.

14 **E. The Settlement is Fair and Reasonable as it Recognizes the Inherent Risk of**
15 **Litigation**

16 Although Plaintiff is reasonably confident that she would prevail at trial, proceeding in
17 litigation entails significant risk on the underlying merits of Plaintiff's theory, in addition to
18 the still-evolving law under PAGA. (Fitzpatrick Decl. ¶¶ 27-29.) Here, in light of the size of
19 the PAGA Group and the number of pay periods and claims, there is a significant risk that
20 Defendant would be unable to pay a large settlement or a large judgment, if one were to be
21 required or have occurred. (Fitzpatrick Decl. ¶¶ 11-12, 27-29.)

22 **1. Defendant's Ability to Pay a Large Judgment.**

23 As a preliminary matter, Courts are to consider the amount of money that a defendant
24 has available. A defendant's ability to pay a judgment larger than that provided by the proposed
25 settlement is a relevant consideration for the court.

26 Here, in light of the size of the PAGA Members and the number of pay periods, there is
27 a significant risk that this Defendant would be unable to pay a large settlement or a large
28 judgment, if one were to be required or had occurred. (Fitzpatrick Decl. ¶¶ 11-12, 27-29.)
Defendant argued that if Plaintiff litigated this case through trial and was successful, Defendant

1 would be pushed to insolvency. (*Id.*) Accordingly, even if Plaintiff succeeded, a judgment may
2 not have been collectable. (*Id.*) Thus, the settlement is fair, reasonable, and adequate, given the
3 inherent risks of litigation, including the substantial risks and the costs of pursuing such
4 litigation. The settlement is the result of extensive arm's-length negotiations between the Parties
5 and their counsel and was facilitated by an experienced and neutral mediator. (Fitzpatrick Decl.
6 ¶¶ 12-14, 27-29.)

7 **2. Plaintiff's Claims are Contested**

8 Plaintiff asserts that her representative PAGA claims are based on the allegations that
9 Defendant failed to pay premium overtime wages, failed to provide off-duty meal and rest
10 periods, failed to reimburse employees for work-related expenses; and failed to provide
11 accurate itemized wage statements. Defendant argued that Plaintiff's claims were unreliable
12 and based on estimates of the times she worked. (Fitzpatrick Decl. ¶ 29.)

13 **a. Unpaid Wages**

14 Plaintiff alleges that Defendant failed to pay for all hours worked. (Fitzpatrick Decl. ¶
15 30.) According to Plaintiff, Defendant did not compensate the employees for overtime hours
16 worked. Plaintiff maintains that Defendant's results in unpaid overtime premium wages, and
17 are inconsistent with California law and regulatory scheme. (Fitzpatrick Decl. ¶ 30.)

18 **b. Unlawful Meal and Rest Periods**

19 Plaintiff also alleges that Defendant failed to provide timely and compliant meal and
20 rest periods. (Fitzpatrick Decl. ¶ 31.) Plaintiff alleges that she and the employees' meal and
21 rest periods were missed, interrupted, or late due to Defendant scheduling patients during their
22 such period. Defendant's sampling of payroll records shows that employees did not receive
23 premium pay for missed, interrupted, or late meals and rest periods. Defendant argued that
24 employees did receive compliant meal and rest periods. (Fitzpatrick Decl. ¶ 31.)

25 Defendant disputed the existence of a common policy that required employees to miss
26 and/or interrupt their breaks to perform work-related tasks. (Fitzpatrick Decl. ¶ 32.)
27 Defendant argued that Defendant's only obligation was to make breaks available to employees
28 – not to police them. See *Brinker Rest. Corp. v. Superior Ct.* (2012) 53 Cal. 4th 1004, 1040

1 (“On the other hand, the employer is not obligated to police meal breaks and ensure no work
2 thereafter is performed”).

3 **c. Failure to Reimburse Business Expenditures**

4 Plaintiff further alleged that Defendant regularly and consistently violated Labor Code
5 section 2802 by failing to reimburse employees for expenses incurred in the performance of
6 their duties, including expenses associated with the use of personal phones for mandatory
7 work-related phone calls. (Fitzpatrick Decl. ¶ 33; see *Cochran v. Schwan's Home Service, Inc.*
8 (2014) 228 Cal. App. 4th 1137, 1144 (“If an employee is required to make work-related calls
9 on a personal cell phone, then he or she is incurring an expense for purposes of section 2802”).
10 Defendant denied Plaintiff’s allegations. According to Defendant, employees were not
11 required to use a personal cell phone to communicate before, during, or after the workday.
12 Thus, according to Defendant, the decision to use a cell phone for business purposes is
13 personal and not required by company policy. (Fitzpatrick Decl. ¶ 33.)

14 **d. Wage Statements**

15 With respect to Plaintiff’s wage statement claim, as a further consequence of
16 Defendant’s failure to record the actual hours worked by Plaintiff and the employees,
17 Defendant failed to provide the employees with complete and accurate itemized wage
18 statements. (Fitzpatrick Decl. ¶ 34.)

19 **3. The Potential Value of the PAGA Claims**

20 Although Plaintiff’s Counsel believe there is merit to Plaintiff’s allegations, Plaintiff’s
21 Counsel acknowledges a legitimate controversy exists as to each allegation. In other words,
22 based on Plaintiff’s Counsel’s investigation and analysis, the maximum exposure did not
23 comport with the reasonable exposure that Defendant faced. Specifically, Defendant argued
24 that it paid all overtime premium wages, that it maintained compliance with all its meal and
25 rest period obligations, and that any missed rest and meal period was solely the result of
26 employees’ voluntary choice, and that it did not require its employees to use its personal cell
27 phones, and for the wage statements that were allegedly inaccurate, Defendant asserts the
28 employees suffered no actual damage or harm as a result. Here, Plaintiff’s Counsel is aware

1 that Defendant could make a compelling argument that the award of PAGA penalties would be
2 confiscatory. Indeed, total PAGA exposure vastly exceeds the value of alleged unpaid wages,
3 and a full penalty award could cripple Defendant's business and result in bankruptcy. Due to
4 the discretionary nature of PAGA penalties, PAGA civil penalties are difficult to evaluate.
5 (Fitzpatrick Decl. ¶¶ 10-12, 35.)

6 Pursuant to Labor Code § 2699(f)(2), the Court can decline to award the full amount of
7 PAGA penalties where "if, based on the facts and circumstances of the particular case, to do
8 otherwise, would result in an award that is unjust, arbitrary and oppressive, or confiscatory."
9 Indeed, as shown in the Court of Appeal's decision in *Carrington v. Starbucks Corp.* (2018)
10 30 Cal. App. 5th 504, 517, while the plaintiff prevailed on his PAGA claim upon trial, the
11 trial court reduced the maximum PAGA penalty amount by 90%, citing the employer's good
12 faith attempt at complying with the law. Upon review, the Court of Appeal found such a
13 reduction to be proper. *Id.* at 539; *see O'Connor*, 2016 WL 4398271, at *17 (noting that even
14 if PAGA penalties amounted to \$1 billion, such award "could well be reduced, as a court may
15 reduce the penalty when to do otherwise would result in an award that is unjust, arbitrary and
16 oppressive, or confiscatory.")

17 Defendant may also point to the recent enactment of comprehensive amendments to
18 PAGA with the July 1, 2024, signing of Senate Bill 92 and Assembly Bill 2288, which provide
19 employers with new opportunities to substantially reduce or even eliminate PAGA penalties.
20 While these reforms do not apply to cases such as this one where the civil action was filed or
21 the PAGA notice was submitted to the LWDA prior to June 19, 2024 (Lab. Code, §
22 2699(v)(2)), Plaintiff acknowledges that this recent overhaul of PAGA may be considered by
23 the Court when exercising its discretion to determine appropriate PAGA penalties in this
24 action.

25 The Court's assessment of the proposed Settlement must take into account that any
26 penalties awarded may be subject to substantial reduction. When this is considered, in
27 conjunction with the history of PAGA case law and settlements, the recent PAGA reform, and
28 the fact that Plaintiff may recover nothing, the proposed settlement is patently reasonable.

1 Settlement for a reduced value allows for the distribution of penalties in an amount which
2 accounts for the risk of continued litigation, and Defendant's likely arguments that higher
3 penalties would have been confiscatory. It also sufficiently deters Defendant from engaging in
4 similar conduct in the future, which is one of the primary goals of PAGA.

5 Based on the data provided by Defendant *prior* to mediation, Plaintiff's Counsel
6 estimated 18 aggrieved employees who worked a total of 891 pay periods. (Fitzpatrick Decl. ¶
7 36.) Assuming a \$100.00 civil penalty per pay period (total 891 estimated pay periods),
8 Defendant's **maximum** exposure for civil penalties under PAGA was estimated to be
9 \$89,100.00 (\$100 x 891 pay periods). (Fitzpatrick Decl. ¶ 36.)

10 Considering due process concerns related to penalizing Defendant disproportionately
11 to the amount of damages at issue, and the discretionary nature of awarding penalties, it is
12 reasonable to assume for resolution purposes, that a violation occurred in approximately three-
13 tenths (or 0.30) of all pay periods resulting in a **realistic, risk-adjusted** exposure of \$26,730.00
14 (\$89,100.00 maximum exposure x 0.30). (*Id.*)

15 When applying the correct pay period data—reflecting 699 total pay periods rather
16 than the estimate used at mediation—Defendant's *maximum* exposure under PAGA is
17 \$69,900.00, based on a \$100.00 penalty per pay period (\$100 x 699 pay periods). Applying
18 the same risk-adjustment factor of three-tenths (or 0.30), the **realistic, risk-adjusted** exposure
19 would be \$20,970.00. (Fitzpatrick Decl. ¶ 37.)

20 At mediation, Plaintiff's Counsel estimated 891 pay periods. Under those assumptions,
21 the proposed settlement of \$20,000.00 represented approximately 75% of the realistic
22 exposure (\$20,000 ÷ \$26,730) and 23% of the maximum exposure (\$20,000 ÷ \$89,100). Using
23 the correct number of pay periods, which is 699, the proposed settlement of \$20,000.00 now
24 represents approximately 95% of the realistic exposure (\$20,000 ÷ \$20,970) and 29% of the
25 maximum exposure (\$20,000 ÷ \$69,900), further supporting the fairness and adequacy of the
26 settlement. (*Id.* ¶ 38.) In either case, this percentage exceeds other PAGA settlements
27 approved by courts. (see, e.g., *Hopson v. Hanesbrands Inc.* (N.D. Cal. Apr. 3, 2009) 2009 WL
28 928133, *9 (approving total PAGA allocation that was 0.49% of \$408,420.32 gross

1 settlement; *Moore v. PetSmart, Inc.* (N.D. Cal. Aug. 4, 2015) 2015 WL 5439000, *8
2 (approving total PAGA allocation that was 0.5% of \$10,000,000 gross settlement); *Lusby v.*
3 *Gamestop Inc.* (N.D. Cal. 2013) 97 F.R.D. 400, 407 (approving total PAGA allocation that
4 was 0.67% of \$750,000 gross settlement).)

5 A PAGA allocation need not represent any particular percentage of the overall
6 settlement value in order to secure court approval. As demonstrated by the cases cited above,
7 the courts routinely approve PAGA settlements representing only a tiny fraction of the overall
8 settlement value. The proposed settlement sum in this case vastly exceeds the percentage of
9 overall settlement value of other PAGA settlements and should be approved by the Court.

10 **F. The Attorneys' Fees are Reasonable**

11 PAGA allows a prevailing plaintiff to obtain attorneys' fees and costs. (Labor Code §
12 2699(g).) Similar to awarding fees in a class action, California state and federal courts have
13 recognized that an appropriate method for determining award of attorneys' fees for
14 representative actions is to use a percentage of the total value of benefits to the members by
15 the settlement. (*Wershba v. Apple Computer, Inc.* (2001) 91 Cal. App. 4th 224, 254; *Serrano*
16 *v. Priest* (1977) 20 Cal. 3d 25, 34 ("Serrano III"); *Boeing Co. v. Van Gemert* (1980) 444 U.S.
17 472, 478; *Vincent v. Hughes Air West, Inc.* (9th Cir. 1997) 557 F. 2d 759, 769.) The purpose
18 of this equitable doctrine is to avoid unjust enrichment of counsel and to "spread litigation
19 costs proportionally among all the beneficiaries so that the active beneficiary does not bear the
20 entire burden alone." (*Vincent*, 557 F. 2d 759/769.)

21 The California Supreme Court has also held that the award of attorneys' fees in
22 common fund wage and hour class action settlements should start with the percentage method.
23 See *Laffitte v. Robert Half Int'l* (2016) 1 Cal. 5th 480, 503 ("We join the overwhelming
24 majority of federal and state courts in holding that when class action litigation establishes a
25 monetary fund for the benefit of the class members, and the trial court in its equitable powers
26 awards class counsel a fee out of that fund, the court may determine the amount of a
27 reasonable fee by choosing an appropriate percentage of the fund created.")

28 The California Supreme Court in *Laffitte* affirmed a fee award representing 33 1/3

1 percent of the fund. *Laffitte*, 1 Cal. 5th at 506. The award approved in *Laffitte* was supported
2 by a lodestar cross-check that employed a multiplier of 2.13. *Id.* at 487. The court in *Laffitte*
3 explained that when cross-checking a percentage fee request against the lodestar method, the
4 court should examine the imputed multiplier in the lodestar calculation and, only when the
5 multiplier is “extraordinarily high or low [should] the trial court [] consider whether the
6 percentage method should be adjusted so as to bring the imputed multiplier within a justifiable
7 range.” *Id.* at 505.

8 When the primary method employed to determine fees is the percentage method, courts
9 have discretion to use the lodestar method to “cross-check” the amount of fees calculated by
10 way of percentage. The *Laffitte* court emphasized, however, that “the lodestar calculation,
11 when used in this manner, does not override the trial court’s primary determination of the fee
12 as a percentage of the common fund and thus does not impose an absolute maximum or
13 minimum on the potential fee award.” *Laffitte*, 1 Cal. 5th at 505 (emphasis added); *In re Rite*
14 *Aid Corp. Secs. Litig.*, 396 F.3d 294, 306-307 (3d Cir. 2005) (“[The lodestar cross-check does
15 not trump the primary reliance on the percentage of common fund method”).

16 The Supreme Court in *Laffitte* stated: “If the multiplier calculated by means of a
17 lodestar cross-check is extraordinarily high or low, the trial court should consider whether the
18 percentage used should be adjusted so as to bring the imputed multiplier within a justifiable
19 range, but the court is not necessarily required to make such an adjustment.” *Id.* (emphasis
20 added). Thus, a lodestar cross-check seeks to uncover astronomical multipliers. Indeed, cross-
21 checks are not required; in many cases, performing a cross-check “undermines” one of the
22 primary reasons for using the percentage method: aligning counsel’s incentives with the
23 benefits delivered to the class and discouraging protracted litigation. *Id.* at 506 (finding trial
24 courts “retain the discretion to forgo a lodestar cross-check”); Report of the Third Circuit Task
25 Force, Court Awarded Attorney Fees, 108 F.R.D. 237, 258 (1985); *Lealao v. Beneficial*
26 *California, Inc.*, 82 Cal. App. 4th 19, 29-30 (2000) (citing the recommendations of the Third
27 Circuit Task Force with approval and observing that “[t]he criticisms of the lodestar approach
28 set forth in this Report are now echoed by many authorities, who have been most vocal about

1 the manner in which it exacerbates the problem of ‘cheap settlements’ and burdens already
2 overworked trial judge.”).

3 Courts find reasonable multipliers in a lodestar cross-check can “range from 2 to 4 or
4 even higher.” *Wershba v. Apple Computer, Inc.*, 91 Cal. App. 4th 224, 255 (2001); *see also*,
5 *e.g.*, *Sutter Health Uninsured Pricing Cases*, 171 Cal. App. 4th 495, 512 (2009) (applying a
6 2.52 multiplier on a cross-check in an antitrust class action); *Chavez*, 162 Cal. App. 4th at 60
7 (applying a 2.5 multiplier on a lodestar cross-check); *City of Oakland v. Oakland Raiders*, 203
8 Cal. App. 3d 78 (1988) (affirming a 2.34 multiplier without remand). The intermediate court in
9 *Laffitte*, after finding that “2 to 4” is a reasonable range for multipliers on a cross-check,
10 affirmed a 2.13 multiplier. *Laffitte*, 231 Cal. App. 4th at 881-82. The intermediate court
11 opinion was affirmed in full by the California Supreme Court in its decision guiding lower
12 courts on assessing fees.

13 With respect to Plaintiff’s Counsel’s lodestar, Plaintiff’s Counsel will have expended
14 approximately 46.2 hours (40 attorney hours + 6.2 paralegal hours) litigating this case, which
15 includes anticipated time spent after approval responding to correspondence and phone calls
16 from PAGA Settlement Members, the Settlement Administrator, and defense counsel.
17 (Fitzpatrick Decl. ¶ 39, Ex. B.) The courts are quite liberal in the evidence required to prove
18 an attorney’s hours. Detailed time records are not required. An attorney’s testimony alone may
19 suffice: “Testimony of an attorney as to the number of hours worked on a particular case is
20 sufficient evidence to support an award of attorney fees, even in the absence of detailed time
21 records.” *Martino v. Denevi*, 182 Cal. App. 3d 553, 559 (1986).

22 Reasonable hours include, in addition to time spent during litigation, the time spent
23 before the action is filed, including time spent interviewing the clients, investigating the facts
24 and the law, and preparing the initial pleadings. *New York Gaslight Club, Inc. v. Carey*, 447
25 U.S. 54, 62 (1980). The fee award should also include fees incurred to establish and defend the
26 attorneys’ fee claim. *Serrano v. Unruh*, 32 Cal. 3d 621, 639 (1982). The hours for which
27 Plaintiff’s Counsel seeks compensation involve only these types of tasks. Thus, the number of
28 hours for which fees are sought is reasonable.

1 A reasonable hourly rate is the prevailing rate charged by attorneys of similar skill and
2 experience in the relevant community. *PLCM Group, Inc. v. Drexler*, 22 Cal. 4th 1084, 1095
3 (2000). The court may consider other factors when determining a reasonable hourly rate, e.g.,
4 the attorney's skill and experience, the nature of the work performed, the relevant area of
5 expertise and the attorney's customary billing rates. *Flannery v. California Highway Patrol*,
6 61 Cal. App. 4th 629, 632-33 (1998).

7 Plaintiff's counsel's skill and experience justify the requested rates. Plaintiff's counsel
8 has significant experience in the area of employment and wage and hour actions. Specifically,
9 Plaintiff's counsel's practice focuses on representing employees in employment matters,
10 particularly wage and hour cases. (Fitzpatrick Decl. ¶¶ 40.) As such, based on the hours and
11 reduced hourly rate of \$595.00, Plaintiff's Counsel's lodestar amount through the finalization
12 of this settlement – without a multiplier – will be approximately \$23,800.00. (Fitzpatrick Decl.
13 ¶¶ 39-43.)

14 Once the court establishes the lodestar amount, it may enhance the lodestar number by
15 applying a multiplier in order to adjust the fees awarded to an amount appropriate to the
16 circumstances of the case. *Serrano v. Priest*, 20 Cal. 3d 25, 48 (1977). The pertinent factors
17 include the difficulty of the questions involved and the skill in presenting them, the contingent
18 nature of the fee award, the extent to which the litigation precluded other employment, and the
19 percentage-of-the-fund the attorney would have received on the fair market. *Id.*; *Lealao*, 82
20 Cal. App. 4th at 49. However, this list is not exhaustive, and the court may consider other
21 factors it deems important in setting the multiplier. *Ketchum v. Moses*, 24 Cal. 4th 1122, 1139
22 (2001).

23 *Lealao* contains several factors justifying an enhancement based on the percentage-of-
24 the-benefit, namely, no objections, commendable conduct by counsel, and significant
25 recoveries, all of which were previously detailed above. (*Lealao*, 82 Cal. App. 4th at 51-53.)
26 The extreme effort undertaken by counsel, as shown by their hours and the significantly high
27 amount of each claim being paid out, shows commendable conduct.

28 It is also critical to note that prompt settlement cannot be used to diminish the fee or

1 the enhancement based on a percentage-of-the-fund. (*Lealao*, 82 Cal. App. 4th at p. 52 (the
2 promptness of settlement “cannot be used to justify the refusal to apply a multiplier”).)
3 According to *Lealao*, courts placed “an extraordinarily high value” on settlement, and counsel
4 should be rewarded, not punished, for achieving this goal in a timely fashion. (*Id.*)

5 Here, based upon Plaintiff’s Counsel’s lodestar of \$23,800.00, Plaintiff’s lodestar
6 actually exceeds the fees requested, such that a negative multiplier is implicated. *Wershba v.*
7 *Apple Computer, Inc.*, 91 Cal. App. 4th 224 (2001) (noting that courts using the lodestar
8 method to calculate attorney fees awards in class actions typically apply multipliers in the
9 range of 2 to 4); *Boyd v. Bank of Am. Corp.*, 2014 U.S. Dist. LEXIS 162880 (C.D. Cal. Nov.
10 18, 2014) (awarding 33% of the common fund, based on a multiplier of 2.58, in a wage and
11 hour class action settlement); *Vandervort v. Balboa Capital Corp.*, 8 F. Supp. 3d 1200, 1210
12 (C.D. Cal. 2014) (awarding 33% of the common fund, based on a multiplier of 2.52).

13 As such, the requested fee award is fair and reasonable and should be awarded in its
14 entirety. Plaintiff’s Counsel risked not only a great deal of time, but also a great deal of
15 expense to ensure the successful litigation of this action. For these reasons, Plaintiff’s
16 Counsel’s request for attorneys’ fees in the amount of \$6,600.00 should be approved as fair,
17 reasonable, and adequate.

18 **G. The Costs are Reasonable**

19 Additionally, Plaintiff’s counsel’s request for reimbursement of litigation costs in the
20 amount of \$3,235.85² is also reasonable. As set forth in Plaintiff’s counsel’s declaration,
21 Plaintiff’s counsel incurred costs that were directly incurred in the prosecution of this action,
22 including complex and filing fees, and the mediation before an experienced neutral mediator
23 with expertise in wage and hour litigation. (Fitzpatrick Decl. ¶ 47, Ex. C.) As such, the
24 requested costs should be awarded as fair and reasonable.

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² Plaintiff’s Counsel has incurred \$5,488.42 in litigation costs to date and anticipates an additional \$70.50 for costs related to this motion and the final accounting declaration, for a total of \$5,558.92. Of this total, \$3,235.85 is allocated to the PAGA claim. Except as noted, costs were divided equally between the individual and PAGA claims, with advanced jury fees allocated 100% to the individual claims and the complex case fee allocated 100% to the PAGA claim.

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PROOF OF SERVICE

I am employed in the County of Monterey, State of California. I am over the age of 18 and not a party to the within action; my business address is FITZPATRICK & SWANSTON, 555 S. Main Street, Salinas, California 93901.

On the date written below, I served the foregoing document(s), described as **PLAINTIFF'S MOTION TO APPROVE SETTLEMENT AGREEMENT PURSUANT TO THE PRIVATE ATTORNEYS GENERAL ACT** on the interested parties in this action as indicated below and by the following means:

Christopher W. Olmsted
Marie M. Hulen
OGLETREE, DEAKINS, NASH,
SMOAK & STEWART, P.C.
4660 La Jolla Village Dr., Ste. 900
San Diego, CA 92122
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xx **(BY ELECTRONIC SERVICE)** Pursuant to CCP § 1010.6 and Cal. Rules of Court, Rule 2.251, I caused the document(s) to be served, addressed to the person(s) at the e-mail address(es) listed above. I did not receive within a reasonable time after e-service, any electronic message or other indication that e-service was unsuccessful.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that this declaration was executed on June 18, 2025, at Salinas, California.

/s/ Josie Favila

Josie Favila