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on behalf of himself and others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ORANGE

ERICK F. HARMON, an individual, on behalf of himself and others similarly situated, Plaintiff, vs. CARRINGTON MORTGAGE SERVICES, LLC, a Delaware limited liability company; and DOES 1 through 50, inclusive, Defendants.	Case No. 30-2023-01339188-CU-OE-CXC Assigned for All Purposes To: Hon. Lon F. Hurwitz Dept.: CX103 **MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT OF UNOPPOSED MOTION FOR APPROVAL OF PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT AGREEMENT AND RELEASE AND FOR AWARD OF REASONABLE ATTORNEYS' FEES AND COSTS AND ADMINISTRATION COSTS** Hearing Date: April 18, 2025 Time: 01:30 p.m Department: CX103 Original Complaint Filed: July 27, 2023 Amended Complaint Filed: October 27, 2023 Trial Date: None set.

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MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

Through this motion, Plaintiff Erick F. Harmon ("Plaintiff") requests that the Court grant approval of the Settlement reached between the parties to resolve claims brought exclusively under the Private Attorneys General Act of 2004, Labor Code section 2698, *et seq*. ("PAGA") seeking penalties for various violations of the California Labor Code and Industrial Wage Commission's Wage Orders. Pursuant to the Settlement, Defendant Carrington Mortgage Services, LLC, ("Defendant") will pay $235,000.00. A copy of the Settlement Agreement and Notice Letter are provided at Exhibit A to the concurrently filed Declaration of PAGA Counsel, David Yeremian ("Yeremian Decl."). As addressed herein and in the supporting documents and given the amount Defendant will pay to effectuate the Settlement and the formula for distribution of the Settlement funds, Plaintiff and his counsel believe that the Settlement is fair, reasonable and in the best interests of the State and the aggrieved employees. Accordingly, Plaintiff requests that the Court "review and approve" the Settlement pursuant to Labor Code § 2699(l)(2). If the Court deems the Settlement fair and acceptable, Plaintiff requests that the Court enter an order approving the Settlement in the form lodged herewith and ordering the parties and Administrator to carry out the terms of the Settlement Agreement and enter a Final Judgment thereon. Following filing, Plaintiff will be submitting this Motion along with the Settlement Agreement to the Labor Workforce Development Agency by uploading it on the LWDA's website as required by Labor Code § 2699(1)(2). (See concurrently filed Declaration of Alvin B. Lindsay in support of Settlement Approval ("Lindsay Decl."), ¶ 17).

II. RELEVANT BACKGROUND AND PROCEDURAL HISTORY

A. Litigation Overview and Procedural History

Pursuant to Labor Code section 2699.3, on July 27, 2023, Plaintiff notified Defendants and the LWDA of the alleged violations contained in his PAGA letter. On July 27, 2023, Plaintiff filed a Class action complaint entitled *Erick F. Harmon v. Carrington Mortgage Services, LLC,* Orange County Superior Court Case No. 30-2023-01339188-CU-OE-CJC, alleging claims for civil penalties based on failure to pay minimum and overtime wages, meal and rest break violations, inaccurate wage statements, violation of Labor Code § 221 and failure to timely pay final wages upon cessation of employment (the "Action") (Lindsay Decl.) ¶ 4.) On October 27, 2023, Plaintiff filed a First Amended class Action Complaint in the Action, adding a PAGA cause of action and alleging claims for civil penalties based on failure to pay minimum and overtime wages, meal and rest break violations, inaccurate wage statements, violation of Labor Code § 221, failure to timely pay final wages upon cessation of employment, unlawful deductions, failure to reimburse necessary business expenses, and failure to provide paid sick days and COVID-19 supplemental sick leave (Lindsay Decl. ¶ 4.)

Defendant denies each and all of Plaintiff's allegations in their entirety (Exh. A, Settlement). The Agreement reached between the Parties does not constitute, is not intended to constitute, and will not be deemed to constitute, an admission of liability by Defendant as to the merits, validity, or accuracy of any of the allegations or claims made against Defendant in the Action. (*Id*.)

On March 7, 2024, Plaintiff and Defendant attended a mediation with Deborah Saxe, Esq. The Parties were able to agree to general settlement terms to settle the Action during mediation. The Parties believe and agree that the Settlement provides for a fair, adequate, and reasonable resolution of the Action and have arrived at the Settlement in extensive, arm's length negotiations, considering all relevant factors, present and potential. (Lindsay Decl. ¶ 9; Yeremian Decl., ¶ 12). PAGA Counsel believes that the Settlement confers substantial benefits upon Plaintiff and the PAGA Employees and that an independent review of the Settlement by the Court in the approval process will confirm this conclusion. (*Id*.).

III. PAGA ACTIONS AND THE REQUIREMENTS

A. The PAGA Statutory Scheme

PAGA creates a means of "deputizing" citizens as private attorneys general to enforce the Labor Code on behalf of the LWDA. (*Brown v. Ralphs Grocery Co*. (2011) 197 Cal. App. 4th 489, 501, *review den.* (Oct. 19, 2011, No. S195850), *cert. denied* 132 S.Ct. 1910 (Apr. 16, 2012).). A plaintiff may not — and Plaintiff here does not — bring a PAGA claim simply on his or her own behalf as an individual claim, but "as the proxy or agent of the state's labor law enforcement agencies." (*Id*., at 986; *see also Reyes v. Macy's, Inc*. (2011) 202 Cal. App. 4th 1119, 1123-1124;

Iskanian v. CLS Transp. Los Angeles, LLC (2014) 59 Cal.4th 348, 380.) When an aggrieved employee brings a PAGA claim, "the government is always the real party in interest." (*Securitas Sec. Servs. USA, Inc. v. Sup. Ct. of San Diego Cnty*. (2015) 234 Cal. App. 4th 1109, 1119; *Montano v. The Wet Seal Retail, Inc*. (2015) 232 Cal. App. 4th 1214, 1222 ("[A] PAGA action is a dispute between an employer and the State agency.").) Accordingly, a plaintiff that brings a PAGA claim represents "the same legal right and interest as state labor law enforcement agencies," in that the plaintiff seeks to recover those civil penalties that the LWDA otherwise would assess and collect. (*Arias v. Super. Ct*. (2009) 46 Cal.4th 969, 986; Lab. Code § 2699 (a) & (f); *Securitas, supra*, 234 Cal. App. 4th at 1119; *see also Medina v. Vander Poel* (E.D. Cal. 2015) 523 B.R. 820, 825 (holding "PAGA plaintiffs do not have property rights in their cases."), and *Amalgamated Transit Union, Local 1756, AFL-CIO v. Superior Court* (2009) 46 Cal.4th 993, 1003.)

Therefore, when a plaintiff brings a PAGA claim, he or she is properly viewed as a private attorney general prosecuting violations of California's labor laws on behalf of the state. An employee may commence a PAGA action by fulfilling the requirements of California Labor Code section 2699.3(a)(1), which simply states: "The aggrieved employee or representative shall give written notice by certified mail to the Labor and Workforce Development Agency and the employer of the specific provisions of this code alleged to have been violated, including the facts and theories to support the alleged violation." (Lab. Code § 2699.3(a)(1).) As explained above, Plaintiff complied with the notice requirements and properly pled a PAGA claim. (Lindsay Decl. ¶¶ 4-5.)

B. The Court Has Discretion When Awarding The Amount Of Penalties.

PAGA provides for penalties in the amount of $100 for each violation per aggrieved employee per pay period for the initial violation and $200 for each violation per aggrieved employee per pay period for each subsequent violation. (Lab. Code § 2699(f)(2).)

"PAGA penalties...are mandatory, not discretionary" and must be awarded upon a showing that Defendants violated the Labor Code.[1] (*Amaral v. Cintas Corp. No. 2* (2008) 163 Cal.App.4th 1157, 1213; *Moreno v. Autozone, Inc*. (N.D. Cal. Jun. 5, 2007) No. C05-04432 MJJ, 2007 WL

[1] *See also Willner v. Manpower Inc.* (N.D. Cal. 2014) 35 F. Supp. 3d 1116; *McKenzie v. Federal Exp. Corp*. (C.D. Cal. 2011) 765 F. Supp. 2d 1222, 1232.

1650942, at *3.) However, PAGA provides the Court with discretion when it finds liability and awards these penalties as part of a judgment. Labor Code section 2699(e)(2) states that "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." Here, Defendant denies each and all of Plaintiff's allegations in their entirety. (Yeremian Decl., Exh. A.)

The Parties agree that the Court, in assessing the Settlement, should consider Defendant's attempts to ameliorate any potential liability, along with the risk assessment, and the post-judgment prerogative the Court possesses to lower penalties had Plaintiff prevailed at trial. The Parties believe that, based on these factors, the Court will find that this settlement is fair and reasonable.

C. PAGA Authorizes The Payment Of PAGA Counsel's Fees and Costs

PAGA provides for the recovery of reasonable attorneys' fees and costs. (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, including any filing fee paid…").) The monetary settlement and programmatic relief make Plaintiff a "prevailing party." (*Folsom v. Butte County Ass'n of Gov'ts* (1982) 32 Cal. 3d 668,671; *Santisas v. Goodin* (1998) 17 Cal.4th 599, 621.) Even if Labor Code section 2699(g)(1) did not authorize fees, Plaintiff would be entitled to fees as a Private Attorneys General under Code of Civil Procedure section 1021.5 because Plaintiff brought this action to, and the action does, benefit the public. *Arias*, 46 Cal.4th at 985–986.) PAGA Counsel seeks 35% of the $235,000.00 monetary relief provided, or $82,250.00 in fees, and $19,280.00 in actual costs) to David Yeremian & Associates and D.Law, Inc. (Yeremian Decl., ¶2.)

Pursuant to PAGA, Labor Code section 2699(*l*)(2), Plaintiff provided the LWDA notice of the Settlement and this Motion. The LWDA therefore has the opportunity to object or otherwise comment on the terms of the Settlement, including the fee allocation.

IV. THE SETTLEMENT

The Settlement Agreement requires Defendant to pay a total sum of $235,000.00 (the "Gross Settlement Amount") in exchange for a release of Plaintiff's Representative PAGA claims as asserted in the operative Complaint and the LWDA letter. (Yeremian Decl., Exh. A, Settlement, ¶¶ II.A.5, 6). In no event shall Defendants be required to pay more than the Gross Settlement Amount. The Settlement terms are addressed below and at Lindsay Decl., ¶¶ 13-15.

Per the Settlement Agreement, the amount is allocated as follows:

For purposes of the Settlement, the Aggrieved Employees or "PAGA Employees" are defined as: All current and former hourly non-exempt employees of Defendant who worked in Defendant's Loss Mitigation Department in California at any time during the PAGA Period of July 27, 2022 to August 19, 2024 (the date on which the number of PAGA Pay Periods reached 8,806). (Yeremian Decl., Settlement, Exhibit A, Settlement ¶¶ II.A.10, 7). In this case, there are approximately 189 Aggrieved Employees.

Pending Court approval, the following will be deducted from the Gross Settlement Amount: (1) Attorneys' fees of up to 35% of the Gross Settlement Amount which are **$82,250.00** ("PAGA Counsel's Fees") (Yeremian Decl., Exh. A, Settlement, ¶ 1.2.4); (2) PAGA Counsel's litigation costs incurred in this matter, which are **$19,280.00** ("PAGA Counsel's Costs"); and (3) Settlement Administration costs of **$5,500.00** to be paid to the Settlement Administrator, Apex Settlement Administration, for sending notices and for calculating settlement shares and preparing all checks and mailings. (Exh. A, Settlement ¶ 3.3.1.). PAGA counsel will provide the quote from Apex should the Court wish to review it. There are no further deductions requested, including for Plaintiff given that Plaintiff has agreed to a separate individual settlement agreement including a general release of all his individual claims against Defendants and a Section 1542 waiver. (Lindsay Decl., ¶ 13).

The remainder after the above deductions from the Gross Settlement Amount is defined as the "PAGA Settlement Fund" and is approximately $127,970.00. This PAGA Settlement Fund will be paid in its entirety as PAGA Penalties to be allocated between the LWDA and the Aggrieved Employees pursuant to Labor Code section 2699(i). More specifically, 75% of the PAGA Settlement Fund (i.e., $95,977.50) will be paid to the LWDA and 25% of the PAGA Settlement Fund (i.e., $31,992.50) is the PAGA Employee Fund from which Individual Settlement Payments will be paid by Apex to the PAGA Employees on a pro rata basis. (Lindsay Decl., ¶ 14; Yeremian

Decl., Exh. A, Settlement, ¶ 1.13). PAGA employees cannot opt-out and 100% of the Individual Settlement Payments made to PAGA Employees will be deemed miscellaneous income for which a Form 1099 will be issued. (Exh. A, Settlement, ¶¶ 3.3.3.3.)

V. ARGUMENT

A. The Court Should Approve the Settlement Agreement.

Pursuant to Labor Code § 2699(*l*), the Parties must obtain Court approval of a settlement of a PAGA action on a representative basis. However, as explained in *Arias v. Superior Ct*. (2009) 46 Cal.4th 969, the Parties need not follow the class action procedural rules in PAGA cases and therefore need not obtain approval of the PAGA settlement through a motion for preliminary or final approval. Plaintiff's counsel will upload this Motion upon filing and the Settlement Agreement to the LWDA in accordance with Labor Code section 2699(*1*)(2) (Lindsay Decl., ¶ 15), which will allow the LWDA to appear and/or object at the Settlement approval hearing.

B. The Risks of Moving Forward with Plaintiff's PAGA Claim

To help the Court evaluate the fairness of the Settlement, below is a discussion of the risk evaluation made by Plaintiff and his Counsel. They considered the arguments and defenses asserted by Defense Counsel at mediation, assessed the risks of moving forward to trial and what this Court could do in awarding penalties even if Plaintiff prevailed at trial. Plaintiff alleges that Defendant violated various provisions of California law and seeks civil penalties for the foregoing violations pursuant to Labor Code section 2698 *et seq*. Plaintiff's allegations and claimed underlying violations are summarized by PAGA Counsel. (Lindsay Decl., ¶¶ 18-22).

The Gross Settlement Amount of $235,000.00 is 29% of the maximum exposure of $800,500 at $100/pay period that PAGA Counsel estimated. The $235,000.00 gross settlement amount therefore represents a reasonable value at approximately $29.00 per pay period. (Lindsay Decl., ¶ 25). Specifically, the total exposure on the PAGA claim was calculated by multiplying the total number of pay periods (8,005) by $100 per violation. Plaintiff's calculation of the total potential exposure on the PAGA claim is for one PAGA penalty per pay period (i.e., Plaintiff did not stack the penalties in their calculation). Defendants argued case law supports the notion that it is inappropriate to "stack" penalties for multiple violations, particularly when those violations all stem from the same alleged "injury."

From PAGA Counsel's review of the facts, strengths, and weaknesses of the case, the risks and delays posed by further litigation, and PAGA Counsel's own prior litigation experience, PAGA Counsel believes that the recovery for each Aggrieved Employee is fair and reasonable taking into consideration the amounts received in other PAGA actions, the risks inherent in litigation of this genre, and the reasonable tailoring of each Aggrieved Employee's claim to the settlement award he or she will receive. Further, and based on the settlement negotiations, which were extensive and conducted in good faith and at arm's length between attorneys with substantial experience litigating PAGA actions, the Settlement Agreement was the product of a non-collusive settlement process.

C. Trial of Plaintiff's PAGA Claims Presented Many Hurdles.

Defendant denied and continues to deny all of the claims made by Plaintiff in this Action and contends it acted at all relevant times in conformance with the law. Defendant contends Plaintiff and all putative Aggrieved Employees were paid for all hours worked; provided lawfully compliant meal periods and that any deviations were at the voluntary election of the Plaintiff and/or the putative Aggrieved Employees and not at the request of Defendant or due to work; that Defendant paid all wages due on a timely basis; that Defendant paid all wages due on a timely basis and using Labor-Code compliant instruments; that Defendant's wage statements complied with the law; and that neither Plaintiff nor any Aggrieved Employee incurred reasonable business related expenses for which they were not reimbursed. (Yeremian Decl., Exh. A). As a result of Defendant's arguments and in light of the facts and law as discussed above, Plaintiff's Counsel had to apply appropriate discounts. (Lindsay Decl., ¶ 23).

D. Had Plaintiff Tried the Case and Won As to Some Pay Periods As To Some Of The Aggrieved Employees, The Court Had the Ability to Exercise Its Discretion to Reduce the Maximum Civil Penalties.

"PAGA penalties…are mandatory, not discretionary" and the Court must award penalties upon a showing that Defendant violated the Labor Code. (*Amaral v. Cintas Corp. No. 2* (2008) 163 Cal. App. 4th 1157, 1213; *Moreno v. Autozone, Inc*. (N.D. Cal. June 5, 2007) No. C05-04432 MJJ, 2007 WL 1650942, at *3). However, PAGA does provide the Court with discretion when it awards these penalties. In departing from the $100/pay period calculation to arrive at the $235,000 gross settlement amount in this case, Plaintiff considered various reasons why the Court may reduce any eventual recovery at its discretion and considered that PAGA penalties are not mandatory but permissive. Labor Code section 2699(e)(2) states that "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." (*See Thurman v. Bayshore* (2012) 203 Cal. App. 4th 1112 (reducing PAGA penalties by 30% under this provision).

VI. THE REQUEST FOR ATTORNEYS' FEES AND COSTS

A. The Court Should Approve the Attorneys' Fees and Costs in the PAGA Settlement.

Pursuant to the Settlement Agreement, PAGA Counsel is requesting an award of attorneys' fees in the amount of **$82,250.00** and an award of attorneys' costs to PAGA Counsel of **$19,280.00**. (Yeremian Decl., Exh. A).

Prior to enactment of PAGA, when the State had the resources to seek civil penalties on behalf of the public, it paid its employees (including their attorneys) their salaries and benefits for pursuing such penalties. The Legislature enacted PAGA because the Labor Commissioner and other agencies were hampered in their enforcement of civil penalties by inadequate funding and staffing constraints. (*Iskanian*, *supra*, 59 Cal.4th at 379.) To facilitate broader enforcement, the Legislature enacted PAGA, authorizing "aggrieved employees" to pursue civil penalties on the state's behalf. (Labor Code § 2699(a)). In creating PAGA, the Legislature expressly provided that the private counsel retained by a plaintiff to represent the public's interest can recover fees if the plaintiff is the prevailing party. (Lab. Code § 2699(g)(1).)

B. PAGA Counsel Are Entitled to Fees from the Civil Penalties Recovered

As previously indicated, this is *not* a class action. However, like a class action, it is a representative action where instead of a class the Plaintiff represents the State, the public. As a matter of law and substance, PAGA Counsel's client is the public at large and the State of

California. The Plaintiff is simply a "proxy" for the State. On August 11, 2016, the California Supreme Court decided *Laffitte v. Robert Half International*, which addressed, in a class action context, the correct methodology for awarding fees in a representative action settlement. (*Laffitte v. Robert Half Intern. Inc*. (2016) 205 Cal.Rptr.3d 555, 573.) The *Laffitte* Court approved awarding fees as a percentage of the settlement fund.:

> We join the overwhelming majority of federal and state courts in holding that when class action litigation establishes a monetary fund for the benefit of the class members, and the trial court in its equitable powers awards Class Counsel a fee out of that fund, the court may determine the amount of a reasonable fee by choosing an appropriate percentage of the fund created.

Id. at p. 573.

Here, the $235,000.00 common fund created for the benefit of the public is, with Plaintiff as proxy for the State, not unlike the fund created in class action settlements, with the public the equivalent of the class referenced in *Laffitte*.

> The Court, in *Laffitte*, pointed out several reasons why the percentage-of-the-fund method is preferred over the alternative lodestar-multiplier approach in California courts:
> The recognized advantages of the percentage method—including relative ease of calculation, alignment of incentives between counsel and the class, a better approximation of market conditions in a contingency case, and the encouragement it provides counsel to seek an early settlement and avoid unnecessarily prolonging the litigation [citations]—convince us the percentage method is a valuable tool that should not be denied our trial courts.

Id. at 573.

An award of 35% of the civil penalties realized in the Settlement is appropriate here under the "substantial benefit" theory. (*Dunk v. Ford Motor Co*. (1996) 48 Cal. App. 4th 1794, 1810; *Wershba v. Apple Computer, Inc.* (2001) 91 Cal. App. 4th 224, 254.) That theory permits a litigant who has sued in a representative capacity to recover fees from the beneficiaries of that representation. Courts exercise their inherent equitable powers to assess attorneys' fees against the entire fund, thereby spreading the cost of those fees among the public who benefits from PAGA actions. (*Serrano v. Priest* (1977) 20 Cal.3d 25, 35.). As this approach "better approximates the workings of the marketplace than the lodestar approach," there is "a greater judicial willingness to evaluate a fee award as a percentage of the recovery." (*Lealao v. Beneficial Calif., Inc*. (2000) 82 Cal. App. 4th 19, 31, 48.)

1. The Attorneys' Fees Request Is Within the Range of Reasonable Fees

Plaintiff's Counsel at David Yeremian & Associates and D.Law, Inc. are experienced employment attorneys with expertise in wage and hour class and representative actions. (*See* Lindsay Decl., ¶¶ 30-37; Yeremian Decl, ¶¶ 4-7). The requested 35% of the common benefit created which PAGA Counsel requests here is generally awarded by California Superior Courts in class and PAGA action settlement contexts, and PAGA Counsels Messrs. Yeremian and Lindsay have well over 20 years of litigation experience each and respectfully submit that the requested $82,250.00 in attorneys' fees is reasonable in this instance.

2. PAGA Counsel's Fee Request Is Reasonable Under the Lodestar Crosscheck.

Plaintiff's Counsel's fee request is reasonable when calculated using the lodestar method. Under the lodestar method, a base fee amount is calculated from a compilation of time reasonably spent on the case and the reasonable hourly compensation of the attorney. (*Serrano v. Priest* (1977) 20 Cal.3d 25, 48.) The court then may enhance this lodestar figure by a "multiplier" to account for a range of factors, such as the novelty and difficulty of the case, its contingent nature, and the degree of success achieved. (*Id*. at 49; *see also Ketchum v. Moses* (2001) 24 Cal.4th 1122, 1132-36; *Thayer v. Wells Fargo Bank* (2001) 92 Cal. App. 4th 819, 834, ("[t]here is no…rule limiting the factors that may justify an exercise of judicial discretion to [adjust the] lodestar".)

PAGA Counsel address the fees request in light of their attorney time and billable hours invested in this action to date. PAGA Counsel charges rates commensurate with the prevailing market rates for attorneys of comparable experience and skill in handling complex litigation. The hourly rates for individual lawyers providing declarations and who worked on this matter are: David Yeremian - $850/hr.; Alvin B. Lindsay - $800/hr; and Rose Sorial- $775/hr. (Yeremian Decl., ¶¶ 20-21, Exh. C – Laffey Matrix).

Therefore, for lodestar cross-check purposes, using these rates and PAGA Counsel's summary of attorney hours and as summarized in the supporting Declarations, PAGA Counsel has collectively incurred **143.1** hours and **$115,592.50** in fees for lodestar purposes. (Yeremian Decl.,

¶¶ 20-21, Lindsay Decl., ¶¶ 27-29). The requested fee award of **$82,250.00**, therefore, is less than the billable hours PAGA Counsel has invested in this Action and **requires no multiplier**. Given the results obtained, and the fees and costs provisions under the PAGA, settlement approval of the reasonable terms is well-justified in this instance. This is especially true given the efficient resolution that is preferable to unnecessarily incurring more billable hours through contested motion practice and discovery wars and trial.

Here, Plaintiff's Counsel have borne, and continue to bear, the entire risk and cost of litigation associated with this PAGA action on a pure contingency basis. The factual and legal issues posed in this case were highly disputed, and there were also risks as to whether or not a trial would ultimately be manageable, leaving a large number of Aggrieved Employees potentially unlikely to receive any recovery. It is likely that, even after approval of the Settlement has been granted, Plaintiff's Counsel will be called upon to expend additional amounts of time fielding calls from Aggrieved Employees and resolving issues that may arise. Thus, consideration of the lodestar method as a cross-check to the percentage figure sought strongly supports the reasonableness of the requested fee award. PAGA Counsel respectfully requests the Court grant its request for **$82,250.00** in reasonable attorneys' fees

3. The Court Should Approve the Reimbursement of PAGA Counsel's Costs.

The Litigation Costs for PAGA Counsel are also to be awarded under the Settlement Agreement to David Yeremian & Associates, Inc. and D.Law, Inc. as PAGA Counsel. Mr. Yeremian reports that David Yeremian & Associates and D.Law, Inc. have incurred a total of **$19,280.00** in costs. (Yeremian Decl., ¶ 24). The lion's share of these costs were incurred in connection with mediation, and the others listed are all reasonably incurred and were necessary to the prosecution of this action. PAGA Counsel respectfully requests the Court award their cumulative costs of **$19,280.00**.

VII. THE COURT SHOULD APPROVE THE COSTS OF ADMINISTRATION

After receiving a not to exceed quotation, the parties agreed to use Apex Class Action Administration ("Apex") as the third-party settlement administrator in this case. (Lindsay Decl. ¶¶

2, 15-16). Apex shall be responsible for updating the addresses for PAGA Members and calculating and distributing the settlement checks, among other duties. (Yeremian Decl., ¶ 24.). Apex capped its fees at $5,500.00 for administering the settlement, and based on PAGA Counsel's experience in other class and PAGA settlements, Apex's costs for administering this settlement are fair and reasonable and should be awarded.

VIII. CONCLUSION

Plaintiff and his Counsel submit that the proposed Settlement as documented in the Settlement Agreement is fair, adequate, reasonable, and in the best interest of the Parties and the State of California. Plaintiff respectfully requests that the Court approve the Settlement and Order the Parties to carry out the Settlement according to the terms of the Settlement Agreement.

Dated: January 21, 2025

D.LAW, INC.
DAVID YEREMIAN & ASSOCIATES, INC.

BY: ______________________________
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